

IN THE SUPREME COURT OF THE STATE OF NEVADA

CITY OF LAS VEGAS, A POLITICAL
SUBDIVISION OF THE STATE OF
NEVADA,

Appellant,

vs.

180 LAND CO., LLC, A NEVADA LIMITED-
LIABILITY COMPANY; AND FORE STARS,
LTD., A NEVADA LIMITED-LIABILITY
COMPANY,

Respondents.

180 LAND CO., LLC, A NEVADA LIMITED-
LIABILITY COMPANY; AND FORE STARS,
LTD., A NEVADA LIMITED-LIABILITY
COMPANY,

Appellants/Cross-Respondents,

vs.

CITY OF LAS VEGAS, A POLITICAL
SUBDIVISION OF THE STATE OF
NEVADA,

Respondent/Cross-Appellant.

No. 84345

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**JOINT APPENDIX,
VOLUME NO. 64**

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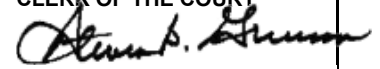
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15 **DISTRICT COURT**

16 **CLARK COUNTY, NEVADA**

17 180 LAND CO LLC, a Nevada limited liability
18 company, FORE STARS, LTD., a Nevada
19 limited liability company and SEVENTY
20 ACRES, LLC, a Nevada limited liability
21 company, DOE INDIVIDUALS I-X, DOE
22 CORPORATIONS I-X, and DOE LIMITED
23 LIABILITY COMPANIES I-X,

24 Plaintiffs,

25 v.

26 CITY OF LAS VEGAS, a political subdivision of
27 the State of Nevada; ROE GOVERNMENT
28 ENTITIES I-X; ROE CORPORATIONS I-X;
29 ROE INDIVIDUALS I-X; ROE LIMITED-
30 LIABILITY COMPANIES I-X; ROE QUASI-
31 GOVERNMENTAL ENTITIES I-X,

32 Defendants.

CASE NO.: A-17-758528-J

DEPT. NO.: XVI

**APPENDIX OF EXHIBITS IN
SUPPORT OF CITY'S OPPOSITION
TO PLAINTIFF'S MOTION TO
DETERMINE TAKE AND FOR
SUMMARY JUDGMENT ON THE
FIRST, THIRD, AND FOURTH
CLAIMS FOR RELIEF AND
COUNTERMOTION FOR SUMMARY
JUDGMENT**

VOLUME 8

33 The City of Las Vegas ("City") submits this Appendix of Exhibits in Support of the City's
34 Opposition to Plaintiff's Motion to Determine Take and For Summary Judgment on the First, Third,
35 and Fourth Claims for Relief and its Countermotion for Summary Judgment.

Exhibit	Exhibit Description	Vol.	Bates No.
A	City records regarding Ordinance No. 2136 (Annexing 2,246 acres to the City of Las Vegas)	1	0001-0011
B	City records regarding Peccole Land Use Plan and Z-34-81 rezoning application	1	0012-0030

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Exhibit	Exhibit Description	Vol.	Bates No.
C	City records regarding Venetian Foothills Master Plan and Z-30-86 rezoning application	1	0031-0050
D	Excerpts of the 1985 City of Las Vegas General Plan	1	0051-0061
E	City records regarding Peccole Ranch Master Plan and Z-139-88 phase I rezoning application	1	0062-0106
F	City records regarding Z-40-89 rezoning application	1	0107-0113
G	Ordinance No. 3472 and related records	1	0114-0137
H	City records regarding Amendment to Peccole Ranch Master Plan and Z-17-90 phase II rezoning application	1	0138-0194
I	Excerpts of 1992 City of Las Vegas General Plan	2	0195-0248
J	City records related to Badlands Golf Course expansion	2	0249-0254
K	Excerpt of land use case files for GPA-24-98 and GPA-6199	2	0255-0257
L	Ordinance No. 5250 and Excerpts of Las Vegas 2020 Master Plan	2	0258-0273
M	Miscellaneous Southwest Sector Land Use Maps from 2002-2005	2	0274-0277
N	Ordinance No. 5787 and Excerpts of 2005 Land Use Element	2	0278-0291
O	Ordinance No. 6056 and Excerpts of 2009 Land Use & Rural Neighborhoods Preservation Element	2	0292-0301
P	Ordinance No. 6152 and Excerpts of 2012 Land Use & Rural Neighborhoods Preservation Element	2	0302-0317
Q	Ordinance No. 6622 and Excerpts of 2018 Land Use & Rural Neighborhoods Preservation Element	2	0318-0332
R	Ordinance No. 1582	2	0333-0339
S	Ordinance No. 4073 and Excerpt of the 1997 City of Las Vegas Zoning Code	2	0340-0341
T	Ordinance No. 5353	2	0342-0361
U	Ordinance No. 6135 and Excerpts of City of Las Vegas Unified Development Code adopted March 16, 2011	2	0362-0364
V	Deeds transferring ownership of the Badlands Golf Course	2	0365-0377
W	Third Revised Justification Letter regarding the Major Modification to the 1990 Conceptual Peccole Ranch Master Plan	2	0378-0381
X	Parcel maps recorded by the Developer subdividing the Badlands Golf Course	3	0382-0410
Y	EHB Companies promotional materials	3	0411-0445
Z	General Plan Amendment (GPA-62387), Rezoning (ZON-62392) and Site Development Plan Review (SDR-62393) applications	3	0446-0466
AA	Staff Report regarding 17-Acre Applications	3	0467-0482

Exhibit	Exhibit Description	Vol.	Bates No.
BB	Major Modification (MOD-63600), Rezoning (ZON-63601), General Plan Amendment (GPA-63599), and Development Agreement (DIR-63602) applications	3	0483-0582
CC	Letter requesting withdrawal of MOD-63600, GPA-63599, ZON-63601, DIR-63602 applications	4	0583
DD	Transcript of February 15, 2017 City Council meeting	4	0584-0597
EE	Judge Crockett's March 5, 2018 order granting Queensridge homeowners' petition for judicial review, Case No. A-17-752344-J	4	0598-0611
FF	Docket for NSC Case No. 75481	4	0612-0623
GG	Complaint filed by Fore Stars Ltd. and Seventy Acres LLC, Case No. A-18-773268-C	4	0624-0643
HH	General Plan Amendment (GPA-68385), Site Development Plan Review (SDR-68481), Tentative Map (TMP-68482), and Waiver (68480) applications	4	0644-0671
II	June 21, 2017 City Council meeting minutes and transcript excerpt regarding GPA-68385, SDR-68481, TMP-68482, and 68480.	4	0672-0679
JJ	Docket for Case No. A-17-758528-J	4	0680-0768
KK	Judge Williams' Findings of Fact and Conclusions of Law, Case No. A-17-758528-J	5	0769-0793
LL	Development Agreement (DIR-70539) application	5	0794-0879
MM	August 2, 2017 City Council minutes regarding DIR-70539	5	0880-0882
NN	Judge Sturman's February 15, 2019 minute order granting City's motion to dismiss, Case No. A-18-775804-J	5	0883
OO	Excerpts of August 2, 2017 City Council meeting transcript	5	0884-0932
PP	Final maps for Amended Peccole West and Peccole West Lot 10	5	0933-0941
QQ	Excerpt of the 1983 Edition of the Las Vegas Municipal Code	5	0942-0951
RR	Ordinance No. 2185	5	0952-0956
SS	1990 aerial photograph identifying Phase I and Phase II boundaries, produced by the City's Planning & Development Department, Office of Geographic Information Systems (GIS)	5	0957
TT	1996 aerial photograph identifying Phase I and Phase II boundaries, produced by the City's Planning & Development Department, Office of Geographic Information Systems (GIS)	5	0958
UU	1998 aerial photograph identifying Phase I and Phase II boundaries, produced by the City's Planning & Development Department, Office of Geographic Information Systems (GIS)	5	0959

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Exhibit	Exhibit Description	Vol.	Bates No.
VV	2015 aerial photograph identifying Phase I and Phase II boundaries, retail development, hotel/casino, and Developer projects, produced by the City's Planning & Development Department, Office of Geographic Information Systems (GIS)	5	0960
WW	2015 aerial photograph identifying Phase I and Phase II boundaries, produced by the City's Planning & Development Department, Office of Geographic Information Systems (GIS)	5	0961
XX	2019 aerial photograph identifying Phase I and Phase II boundaries, and current assessor parcel numbers for the Badlands property, produced by the City's Planning & Development Department, Office of Geographic Information Systems (GIS)	5	0962
YY	2019 aerial photograph identifying Phase I and Phase II boundaries, and areas subject to inverse condemnation litigation, produced by the City's Planning & Development Department, Office of Geographic Information Systems (GIS)	5	0963
ZZ	2019 aerial photograph identifying areas subject to proposed development agreement (DIR-70539), produced by the City's Planning & Development Department, Office of Geographic Information Systems (GIS)	5	0964
AAA	Membership Interest Purchase and Sale Agreement	6	0965-0981
BBB	Transcript of May 16, 2018 City Council meeting	6	0982-0998
CCC	City of Las Vegas' Amicus Curiae Brief, <i>Seventy Acres, LLC v. Binion</i> , Nevada Supreme Court Case No. 75481	6	0999-1009
DDD	Nevada Supreme Court March 5, 2020 Order of Reversal, <i>Seventy Acres, LLC v. Binion</i> , Nevada Supreme Court Case No. 75481	6	1010-1016
EEE	Nevada Supreme Court August 24, 2020 Remittitur, <i>Seventy Acres, LLC v. Binion</i> , Nevada Supreme Court Case No. 75481	6	1017-1018
FFF	March 26, 2020 Letter from City of Las Vegas Office of the City Attorney to Counsel for the Developer Re: Entitlements on 17 Acres	6	1019-1020
GGG	September 1, 2020 Letter from City of Las Vegas Office of the City Attorney to Counsel for the Developer Re: Final Entitlements for 435-Unit Housing Development Project in Badlands	6	1021-1026
HHH	Complaint Pursuant to 42 U.S.C. § 1983, <i>180 Land Co. LLC et al. v. City of Las Vegas, et al.</i> , 18-cv-00547 (2018)	6	1027-1122
III	9th Circuit Order in <i>180 Land Co. LLC; et al v. City of Las Vegas, et al.</i> , 18-cv-0547 (Oct. 19, 2020)	6	1123-1127
JJJ	Plaintiff Landowners' Second Supplement to Initial Disclosures Pursuant to NRCP 16.1 in 65-Acre case	6	1128-1137
LLL	Bill No. 2019-48: Ordinance No. 6720	7	1138-1142

Exhibit	Exhibit Description	Vol.	Bates No.
MMM	Bill No. 2019-51: Ordinance No. 6722	7	1143-1150
NNN	March 26, 2020 Letter from City of Las Vegas Office of the City Attorney to Counsel for the Developer Re: Entitlement Requests for 65 Acres	7	1151-1152
OOO	March 26, 2020 Letter from City of Las Vegas Office of the City Attorney to Counsel for the Developer Re: Entitlement Requests for 133 Acres	7	1153-1155
PPP	April 15, 2020 Letter from City of Las Vegas Office of the City Attorney to Counsel for the Developer Re: Entitlement Requests for 35 Acres	7	1156-1157
QQQ	Valbridge Property Advisors, Lubawy & Associates Inc., Appraisal Report (Aug. 26, 2015)	7	1158-1247
RRR	Notice of Entry of Order Adopting the Order of the Nevada Supreme Court and Denying Petition for Judicial Review	7	1248-1281
SSS	Letters from City of Las Vegas Approval Letters for 17-Acre Property (Feb. 16, 2017)	8	1282-1287
TTT	Reply Brief of Appellants 180 Land Co. LLC, Fore Stars, LTD, Seventy Acres LLC, and Yohan Lowie in <i>180 Land Co LLC et al v. City of Las Vegas</i> , Court of Appeals for the Ninth Circuit Case No. 19-16114 (June 23, 2020)	8	1288-1294
UUU	Excerpt of Reporter's Transcript of Hearing on City of Las Vegas' Motion to Compel Discovery Responses, Documents and Damages Calculation and Related Documents on Order Shortening Time in <i>180 Land Co. LLC v. City of Las Vegas</i> , Eighth Judicial District Court Case No. A-17-758528-J (Nov. 17, 2020)	8	1295-1306
VVV	Plaintiff Landowners' Sixteenth Supplement to Initial Disclosures in <i>180 Land Co., LLC v. City of Las Vegas</i> , Eighth Judicial District Court Case No. A-17-758528-J (Nov. 10, 2020)	8	1307-1321
WWW	Excerpt of Transcript of Las Vegas City Council Meeting (Aug. 2, 2017)	8	1322-1371
XXX	Notice of Entry of Findings of Facts and Conclusions of Law on Petition for Judicial Review in <i>180 Land Co. LLC v. City of Las Vegas</i> , Eighth Judicial District Court Case No. A-17-758528-J (Nov. 26, 2018)	8	1372-1399
YYY	Notice of Entry of Order <i>Nunc Pro Tunc</i> Regarding Findings of Fact and Conclusion of Law Entered November 21, 2019 in <i>180 Land Co. LLC v. City of Las Vegas</i> , Eighth Judicial District Court Case No. A-17-758528 (Feb. 6, 2019)	8	1400-1405
ZZZ	City of Las Vegas Agenda Memo – Planning, for City Council Meeting June 21, 2017, Re: GPA-68385, WVR-68480, SDR-68481, and TMP-68482 [PRJ-67184]	8	1406-1432

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Exhibit	Exhibit Description	Vol.	Bates No.
AAAA	Excerpts from the Land Use and Rural Neighborhoods Preservation Element of the City's 2020 Master Plan adopted by the City Council of the City on September 2, 2009	8	1433-1439
BBBB	Summons and Complaint for Declaratory Relief and Injunctive Relief, and Verified Claims in Inverse Condemnation in <i>180 Land Co. LLC v. City of Las Vegas</i> , Eighth Judicial District Court Case No.A-18-780184-C	8	1440-1477
CCCC	Notice of Entry of Findings of Fact and Conclusions of Law Granting City of Las Vegas' Motion for Summary Judgment in <i>180 Land Co. LLC v. City of Las Vegas</i> , Eighth Judicial District Court Case No.A-18-780184-C (Dec. 30, 2020)	8	1478-1515
DDDD	Peter Lowenstein Declaration	9	1516-1522
DDDD-1	Exhibit 1 to Peter Lowenstein Declaration: Diagram of Existing Access Points	9	1523-1526
DDDD-2	Exhibit 2 to Peter Lowenstein Declaration: July 5, 2017 Email from Mark Colloton	9	1527-1531
DDDD-3	Exhibit 3 to Peter Lowenstein Declaration: June 28, 2017 Permit application	9	1532-1533
DDDD-4	Exhibit 4 to Peter Lowenstein Declaration: June 29, 2017 Email from Mark Colloton re Rampart and Hualapai	9	1534-1536
DDDD-5	Exhibit 5 to Peter Lowenstein Declaration: August 24, 2017 Letter from City Department of Planning	9	1537
DDDD-6	Exhibit 6 to Peter Lowenstein Declaration: July 26, 2017 Email from Peter Lowenstein re Wall Fence	9	1538
DDDD-7	Exhibit 7 to Peter Lowenstein Declaration: August 10, 2017 Application for Walls, Fences, or Retaining Walls; related materials	9	1539-1546
DDDD-8	Exhibit 8 to Peter Lowenstein Declaration: August 24, 2017 Email from Steve Gebeke	9	1547-1553
DDDD-9	Exhibit 9 to Peter Lowenstein Declaration: Bill No. 2018-24	9	1554-1569
DDDD-10	Exhibit 10 to Peter Lowenstein Declaration: Las Vegas City Council Ordinance No. 6056 and excerpts from Land Use & Rural Neighborhoods Preservation Element	9	1570-1577
DDDD-11	Exhibit 11 to Peter Lowenstein Declaration: documents submitted to Las Vegas Planning Commission by Jim Jimmerson at February 14, 2017 Planning Commission meeting	9	1578-1587
EEEE	GPA-72220 application form	9	1588-1590
FFFF	Chris Molina Declaration	9	1591-1605
FFFF-1	Fully Executed Copy of Membership Interest Purchase and Sale Agreement for Fore Stars Ltd.	9	1606-1622

Exhibit	Exhibit Description	Vol.	Bates No.
FFFF-2	Summary of Communications between Developer and Peccole family regarding acquisition of Badlands Property	9	1623-1629
FFFF-3	Reference map of properties involved in transactions between Developer and Peccole family	9	1630
FFFF-4	Excerpt of appraisal for One Queensridge place dated October 13, 2005	9	1631-1632
FFFF-5	Site Plan Approval for One Queensridge Place (SDR-4206)	9	1633-1636
FFFF-6	Securities Redemption Agreement dated September 14, 2005	9	1637-1654
FFFF-7	Securities Purchase Agreement dated September 14, 2005	9	1655-1692
FFFF-8	Badlands Golf Course Clubhouse Improvement Agreement dated September 6, 2005	9	1693-1730
FFFF-9	Settlement Agreement and Mutual Release dated June 28, 2013	10	1731-1782
FFFF-10	June 12, 2014 emails and Letter of Intent regarding the Badlands Golf Course	10	1783-1786
FFFF-11	July 25, 2014 email and initial draft of Golf Course Purchase Agreement	10	1787-1813
FFFF-12	August 26, 2014 email from Todd Davis and revised purchase agreement	10	1814-1843
FFFF-13	August 27, 2014 email from Billy Bayne regarding purchase agreement	10	1844-1846
FFFF-14	September 15, 2014 email and draft letter to BGC Holdings LLC regarding right of first refusal	10	1847-1848
FFFF-15	November 3, 2014 email regarding BGC Holdings LLC	10	1849-1851
FFFF-16	November 26, 2014 email and initial draft of stock purchase and sale agreement	10	1852-1870
FFFF-17	December 1, 2015 emails regarding stock purchase agreement	10	1871-1872
FFFF-18	December 1, 2015 email and fully executed signature page for stock purchase agreement	10	1873-1874
FFFF-19	December 23, 2014 emails regarding separation of Fore Stars Ltd. and WRL LLC acquisitions into separate agreements	10	1875-1876
FFFF-20	February 19, 2015 emails regarding notes and clarifications to purchase agreement	10	1877-1879
FFFF-21	February 26, 2015 email regarding revised purchase agreements for Fore Stars Ltd. and WRL LLC	10	1880
FFFF-22	February 27, 2015 emails regarding revised purchase agreements for Fore Stars Ltd. and WRL LLC	10	1881-1882
FFFF-23	Fully executed Membership Interest Purchase Agreement for WRL LLC	10	1883-1890

Exhibit	Exhibit Description	Vol.	Bates No.
FFFF-24	June 12, 2015 email regarding clubhouse parcel and recorded parcel map	10	1891-1895
FFFF-25	Quitclaim deed for Clubhouse Parcel from Queensridge Towers LLC to Fore Stars Ltd.	10	1896-1900
FFFF-26	Record of Survey for Hualapai Commons Ltd.	10	1901
FFFF-27	Deed from Hualapai Commons Ltd. to EHC Hualapai LLC	10	1902-1914
FFFF-28	Purchase Agreement between Hualapai Commons Ltd. and EHC Hualapai LLC	10	1915-1931
FFFF-29	City of Las Vegas' First Set of Interrogatories to Plaintiff	10	1932-1945
FFFF-30	Plaintiff 180 Land Company LLC's Responses to City of Las Vegas' First Set of Interrogatories to Plaintiff, 3 rd Supplement	10	1946-1973
FFFF-31	City of Las Vegas' Second Set of Requests for Production of Documents to Plaintiff	11	1974-1981
FFFF-32	Plaintiff 180 Land Company LLC's Response to Defendant City of Las Vegas' Second Set of Requests for Production of Documents to Plaintiff	11	1982-1989
FFFF-33	September 14, 2020 Letter to Plaintiff regarding Response to Second Set of Requests for Production of Documents	11	1990-1994
FFFF-34	First Supplement to Plaintiff Landowners Response to Defendant City of Las Vegas' Second Set of Requests for Production of Documents to Plaintiff	11	1995-2002
FFFF-35	Motion to Compel Discovery Responses, Documents and Damages Calculation, and Related Documents on Order Shortening Time	11	2003-2032
FFFF-36	Transcript of November 17, 2020 hearing regarding City's Motion to Compel Discovery Responses, Documents and Damages Calculation, and Related Documents on Order Shortening Time	11	2033-2109
FFFF-37	February 24, 2021 Order Granting in Part and denying in part City's Motion to Compel Discovery Responses, Documents and Damages Calculation, and Related Documents on Order Shortening Time	11	2110-2118
FFFF-38	April 1, 2021 Letter to Plaintiff regarding February 24, 2021 Order	11	2119-2120
FFFF-39	April 6, 2021 email from Elizabeth Ghanem Ham regarding letter dated April 1, 2021	11	2121-2123
FFFF-40	Hydrologic Criteria and Drainage Design Manual, Section 200	11	2124-2142
FFFF-41	Hydrologic Criteria and Drainage Design Manual, Standard Form 1	11	2143
FFFF-42	Hydrologic Criteria and Drainage Design Manual, Standard Form 2	11	2144-2148
FFFF-43	Email correspondence regarding minutes of August 13, 2018 meeting with GCW regarding Technical Drainage Study	11	2149-2152

Exhibit	Exhibit Description	Vol.	Bates No.
FFFF-44	Excerpts from Peccole Ranch Master Plan Phase II regarding drainage and open space	11	2153-2159
FFFF-45	Aerial photos and demonstrative aids showing Badlands open space and drainage system	11	2160-2163
FFFF-46	August 16, 2016 letter from City Streets & Sanitation Manager regarding Badlands Golf Course Drainage Maintenance	11	2164-2166
FFFF-47	Excerpt from EHB Companies promotional materials regarding security concerns and drainage culverts	11	2167
GGGG	Landowners' Reply in Support of Countermotion for Judicial Determination of Liability on the Landowners' Inverse Condemnation Claims Etc. in <i>180 Land Co., LLC v. City of Las Vegas</i> , Eighth Judicial District Court Case No. A-17-758528-J (March 21, 2019)	11	2168-2178
HHHH	State of Nevada State Board of Equalization Notice of Decision, <i>In the Matter of Fore Star Ltd., et al.</i> (Nov. 30, 2017)	11	2179-2183
IIII	Clark County Real Property Tax Values	11	2184-2199
JJJJ	Clark County Tax Assessor's Property Account Inquiry - Summary Screen	11	2200-2201
KKKK	February 22, 2017 Clark County Assessor Letter to 180 Land Co. LLC, re Assessor's Golf Course Assessment	11	2202
LLLL	Petitioner's Opening Brief, <i>In the matter of 180 Land Co. LLC</i> (Aug. 29, 2017), State Board of Equalization	12	2203-2240
MMMM	September 21, 2017 Clark County Assessor Stipulation for the State Board of Equalization	12	2241
NNNN	Excerpt of Reporter's Transcript of Hearing in <i>180 Land Co. v. City of Las Vegas</i> , Eighth Judicial District Court Case No. A-17-758528-J (Feb. 16, 2021)	12	2242-2293
OOOO	June 28, 2016 Letter from Mark Colloton re: Reasons for Access Points Off Hualapai Way and Rampart Blvd.	12	2294-2299
PPPP	Transcript of City Council Meeting (May 16, 2018)	12	2300-2375
QQQQ	Supplemental Declaration of Seth T. Floyd	13	2376-2379
QQQQ-1	1981 Peccole Property Land Use Plan	13	2380
QQQQ-2	1985 Las Vegas General Plan	13	2381-2462
QQQQ-3	1975 General Plan	13	2463-2558
QQQQ-4	Planning Commission meeting records regarding 1985 General Plan	14	2559-2786
QQQQ-5	1986 Venetian Foothills Master Plan	14	2787
QQQQ-6	1989 Peccole Ranch Master Plan	14	2788
QQQQ-7	1990 Master Development Plan Amendment	14	2789
QQQQ-8	Citizen's Advisory Committee records regarding 1992 General Plan	14	2790-2807

Exhibit	Exhibit Description	Vol.	Bates No.
QQQQ-9	1992 Las Vegas General Plan	15-16	2808-3257
QQQQ-10	1992 Southwest Sector Map	17	3258
QQQQ-11	Ordinance No. 5250 (Adopting 2020 Master Plan)	17	3259-3266
QQQQ-12	Las Vegas 2020 Master Plan	17	3267-3349
QQQQ-13	Ordinance No. 5787 (Adopting 2005 Land Use Element)	17	3350-3416
QQQQ-14	2005 Land Use Element	17	3417-3474
QQQQ-15	Ordinance No. 6056 (Adopting 2009 Land Use and Rural Neighborhoods Preservation Element)	17	3475-3479
QQQQ-16	2009 Land Use and Rural Neighborhoods Preservation Element	18	3480-3579
QQQQ-17	Ordinance No. 6152 (Adopting revisions to 2009 Land Use and Rural Neighborhoods Preservation Element)	18	3580-3589
QQQQ-18	Ordinance No. 6622 (Adopting 2018 Land Use and Rural Neighborhoods Preservation Element)	18	3590-3600
QQQQ-19	2018 Land Use & Rural Neighborhoods Preservation Element	18	3601-3700

DATED this 25th day of August 2021.

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 Lauren M. Tarpey (CA Bar No. 321775)
 (Admitted *pro hac vice*)
 396 Hayes Street
 San Francisco, California 94102

Attorneys for City of Las Vegas

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I am an employee of McDonald Carano LLP, and that on the 25th day of August, 2020, I caused a true and correct copy of the foregoing **APPENDIX OF EXHIBITS IN SUPPORT OF CITY’S OPPOSITION TO PLAINTIFF’S MOTION TO DETERMINE TAKE AND FOR SUMMARY JUDGMENT ON THE FIRST, THIRD, AND FOURTH CLAIMS FOR RELIEF AND COUNTERMOTION FOR SUMMARY JUDGMENT – VOLUME 8** to be electronically served with the Clerk of the Court via the Clark County District Court Electronic Filing Program which will provide copies to all counsel of record registered to receive such electronic notification.

/s/ Jelena Jovanovic

An employee of McDonald Carano LLP

EXHIBIT “SSS”



**LAS VEGAS
CITY COUNCIL**

Carolyn G. Goodman
Mayor

Steven D. Ross
Mayor Pro Tem

Lois Tarkanian
Ricki Y. Barlow
Stavros S. Anthony
Bob Coffin
Bob Beers

Elizabeth N. Fretwell
City Manager

February 16, 2017

Mr. Frank Pankratz
Seventy Acres LLC
1215 South Fort Apache Road, Suite #120
Las Vegas, Nevada 89117

**RE: ABEYANCE ITEM - GPA-62387 [PRJ-62226] - GENERAL PLAN
AMENDMENT RELATED TO ZON-62392 AND SDR-62393
CITY COUNCIL MEETING OF FEBRUARY 15, 2017**

Dear Mr. Pankratz:

The City Council at a regular meeting held on February 15, 2017 voted to **APPROVE** a request for a General Plan Amendment FROM: PR-OS (PARKS/RECREATION/OPEN SPACE) TO: M (MEDIUM DENSITY RESIDENTIAL) on 17.49 acres at the southwest corner of Alta Drive and Rampart Boulevard (APN 138-32-301-005), Ward 2 (Beers) [PRJ-62226]

The Notice of Final Action was filed with the Las Vegas City Clerk on February 16, 2017.

Sincerely,

Thomas A. Perrigo
Director
Department of Planning

TAP.PL:clb

CITY HALL
495 S. MAIN ST.
LAS VEGAS, NV 89101
702.229.6011
TTY 711



cc. Ms. Cindie Gee
GCW Engineering, Inc.
1555 South Rainbow Boulevard
Las Vegas, Nevada 89146



1282
CLV65-051219

11414



**LAS VEGAS
CITY COUNCIL**

Carolyn G. Goodman
Mayor

Steven D. Ross
Mayor Pro Tem

Lois Tarkanian
Ricki Y. Barlow
Stavros S. Anthony
Bob Coffin
Bob Beers

Elizabeth N. Fretwell
City Manager

February 16, 2017

Mr. Frank Pankratz
Seventy Acres LLC
1215 South Fort Apache Road, Suite #120
Las Vegas, Nevada 89117

**RE: ABEYANCE ITEM - ZON-62392 [PRJ-62226] – REZONING RELATED
TO GPA-62387 AND SDR-62393
CITY COUNCIL MEETING OF FEBRUARY 15, 2017**

Dear Mr. Pankratz:

The City Council at a regular meeting held on February 15, 2017 voted to **APPROVE** a request for a Rezoning FROM: R-PD7 (RESIDENTIAL PLANNED DEVELOPMENT - 7 UNITS PER ACRE) TO: R-3 (MEDIUM DENSITY RESIDENTIAL) on 17.49 acres at the southwest corner of Alta Drive and Rampart Boulevard (APN 138-32-301-005), Ward 2 (Beers) [PRJ-62226].

The Notice of Final Action was filed with the Las Vegas City Clerk on February 16, 2017.

Sincerely,

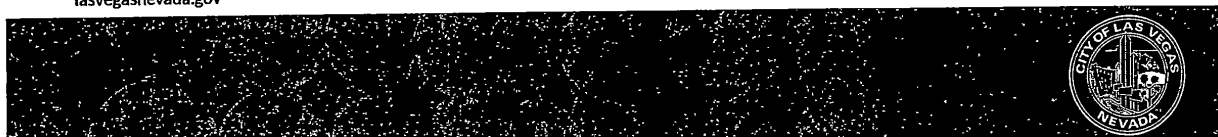
Thomas A. Perrigo
Director
Department of Planning

TAP.PL:clb

CITY HALL
495 S. MAIN ST.
LAS VEGAS, NV 89101
702 229.6011
TTY 711



cc: Ms. Cindie Gee
GCW Engineering, Inc.
1555 South Rainbow Boulevard
Las Vegas, Nevada 89146



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CLV65-051220

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**LAS VEGAS
CITY COUNCIL**

Carolyn G. Goodman
Mayor

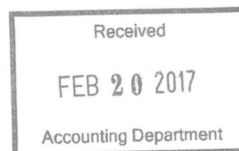
Steven D. Ross
Mayor Pro Tem

Lois Tarkanian
Ricki Y. Barlow
Stavros S. Anthony
Bob Coffin
Bob Beers

Elizabeth N. Fretwell
City Manager

February 16, 2017

Mr. Frank Pankratz
Seventy Acres, LLC
1215 South Fort Apache Road, Suite #120
Las Vegas, Nevada 89117



**RE: ABEYANCE ITEM - SDR-62393 [PRJ-62226] - SITE DEVELOPMENT
PLAN REVIEW RELATED TO GPA-62387 AND ZON-62392
CITY COUNCIL MEETING OF FEBRUARY 15, 2017**

Dear Mr. Pankratz:

The City Council at a regular meeting held on February 15, 2017 voted to **APPROVE** a request for a Site Development Plan Review FOR A PROPOSED 720-UNIT MULTI-FAMILY RESIDENTIAL (CONDOMINIUM) DEVELOPMENT CONSISTING OF FOUR, FOUR-STORY BUILDINGS on 17.49 acres at the southwest corner of Alta Drive and Rampart Boulevard (APN 138-32-301-005), R-PD7 (Residential Planned Development - 7 Units per Acre) Zone [PROPOSED: R-3 (Medium Density Residential)], Ward 2 (Beers) [PRJ-62226].

This approval is subject to the following conditions:

Planning

1. A maximum number of 435 units shall be allowed.
2. Revised floor plans depicting a maximum of 435 units shall be submitted to the Department of Planning prior to or at the same time as application is made for building permits.
3. Any future access to Alta Drive for vehicular traffic other than emergency vehicles shall be subject to a new traffic analysis and shall be reviewed and approved by the City Council at a public hearing.
4. All units shall be for sale only.
5. Approval of a General Plan Amendment (GPA-62387) and Rezoning (ZON-62392) shall be required, if approved.
6. This approval shall be void two years from the date of final approval, unless exercised pursuant to the provisions of LVMC Title 19.16. An Extension of Time may be filed for consideration by the City of Las Vegas.

CITY HALL
495 S. MAIN ST.
LAS VEGAS, NV 89101
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TTY 711



CLV65-051221

11416

7. All development shall be in conformance with the site plan date stamped 07/05/16, landscape plan date stamped 12/21/15, building elevations date stamped 11/30/15 and floor plans date stamped 06/29/16 and 07/28/16, except as amended by conditions herein.
8. All necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Department of Building and Safety.
9. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit.
10. Prior to the submittal of a building permit application, the landscape plan shall be revised to conform to the site plan dated 06/30/16.
11. A technical landscape plan, signed and sealed by a Registered Architect, Landscape Architect, Residential Designer or Civil Engineer, must be submitted prior to or at the same time application is made for a building permit. A permanent underground sprinkler system is required, and shall be permanently maintained in a satisfactory manner; the landscape plan shall include irrigation specifications. Installed landscaping shall not impede visibility of any traffic control device. The technical landscape plan shall include the following changes from the conceptual landscape plan:
 - A. Provide at least three additional 36-inch box shade trees (*Pinus pinea*) within the provided landscape buffer area along the southwest perimeter buffer, for a total of 29 trees.
 - B. Provide at least four, five-gallon shrubs per required tree in perimeter landscape buffers.
12. A fully operational fire protection system, including fire apparatus roads, fire hydrants and water supply, shall be installed and shall be functioning prior to construction of any combustible structures.
13. Prior to the submittal of a building permit application, the applicant shall meet with Department of Planning staff to develop a comprehensive address plan for the subject site. A copy of the approved address plan shall be submitted with any future building permit applications related to the site.
14. All City Code requirements and design standards of all City Departments must be satisfied, except as modified herein.

Public Works

15. Correct all Americans with Disabilities Act (ADA) deficiencies on the sidewalk ramps accessing this site on Alta Drive and Rampart Boulevard in accordance with code requirements of Title 13.56.040 to the satisfaction of the City Engineer concurrent with development of this site. All existing paving damaged or removed by this development shall be restored at its original location and to its original width concurrent with development of this site.
16. Unless otherwise allowed by the City Engineer, construct sidewalk on at least one side of all access drives connecting this site to the adjacent public streets concurrent with development of this site. The connecting sidewalk shall extend from the sidewalk on the public street to the first intersection of the on-site roadway network and shall be terminated on-site with a handicap ramp.
17. Landscape and maintain all unimproved rights-of-way on Alta Drive and Rampart Boulevard adjacent to this site. All landscaping and private improvements installed with this project shall be situated and maintained so as to not create sight visibility obstructions for vehicular traffic at all development access drives and abutting street intersections.
18. Submit an Encroachment Agreement for landscaping and private improvements in the Alta Drive and Rampart Boulevard public rights-of-way prior to this issuance of permits for these improvements. The applicant must carry an insurance policy for the term of the Encroachment Agreement and add the City of Las Vegas as an additionally insured entity on this insurance policy. If requested by the City, the applicant shall remove property encroaching in the public right-of-way at the applicant's expense pursuant to the terms of the City's Encroachment Agreement. The installation and maintenance of all private improvements in the public right-of-way shall be the responsibility of the applicant and any successors in interest to the property and assigns pursuant to the terms of the Encroachment Agreement. Coordinate all requirements for the Encroachment Agreement with the Land Development Section of the Department of Building and Safety (702-229-4836).
19. A Traffic Impact Analysis must be submitted to and approved by the Department of Public Works prior to the issuance of any building or grading permits, submittal of any construction drawings or the recordation of a Map subdividing this site, whichever may occur first. Comply with the recommendations of the approved Traffic Impact Analysis prior to occupancy of the site. The Traffic Impact Analysis shall also include a section addressing Standard Drawings #234.1 #234.2 and #234.3 to determine additional right-of-way requirements for bus turnouts adjacent to this site, if any; dedicate all areas

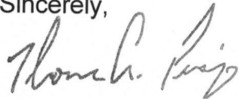
Mr. Frank Pankratz
Seventy Acres, LLC
SDR-62393 [PRJ-62226] - Page Four
February 16, 2017

recommended by the approved Traffic Impact Analysis. All additional rights of way required by Standard Drawing #201.1 for exclusive right turn lanes and dual left turn lanes shall be dedicated prior to or concurrent with the commencement of on site development activities unless specifically noted as not required in the approved Traffic Impact Analysis. Phased compliance will be allowed if recommended by the approved Traffic Impact Analysis. No recommendation of the approved Traffic Impact Analysis, nor compliance therewith, shall be deemed to modify or eliminate any condition of approval imposed by the Planning Commission or the City Council on the development of this site.

20. Prior to issuance of grading permits, replace the existing \$75,000 flood maintenance bond with a \$250,000 flood maintenance bond for the existing public drainage channel that is privately maintained for the Badlands golf course area, unless otherwise allowed in a Development Agreement.
21. A Drainage Plan and Technical Drainage Study must be submitted to and approved by the Department of Public Works prior to the issuance of any building or grading permits or submittal of any construction drawings, whichever may occur first. Provide and improve all drainageways recommended in the approved drainage plan/study. The developer of this site shall be responsible to construct such neighborhood or local drainage facility improvements as are recommended by the City of Las Vegas Neighborhood Drainage Studies and approved Drainage Plan/Study concurrent with development of this site. We note that this site is within a Federal Emergency Management Agency (FEMA) designated flood zone and that no permits of any kind will be issued until after the Conditional Letter of Map Revision (CLOMR) is approved by FEMA.

The Notice of Final Action was filed with the Las Vegas City Clerk on February 16, 2017.

Sincerely,



Thomas A. Perrigo
Director
Department of Planning

TAP:PL:clb

cc: Ms. Cindie Gee
GCW Engineering, Inc.
1555 South Rainbow Boulevard
Las Vegas, Nevada 89146

1287

CLV65-051224

11419

EXHIBIT “TTT”

Case No. 19-16114

IN THE UNITED STATES COURT OF APPEALS
FOR THE NINTH CIRCUIT

180 LAND CO LLC; et al.,

Plaintiffs - Appellants,

vs.

CITY OF LAS VEGAS; et al.,

Defendants - Appellees.

ON APPEAL FROM THE UNITED STATES DISTRICT COURT FOR THE
DISTRICT OF NEVADA

**REPLY BRIEF OF APPELLANTS 180 LAND CO LLC; FORE STARS,
LTD.; SEVENTY ACRES LLC; AND YOHAN LOWIE**

MARSHALL C. WALLACE (BAR NO. 127103)
ALEXANDER J. DOHERTY (BAR NO. 261552)
MICHELLE F. CATAPANG (BAR NO. 308038)

ALLEN MATKINS LECK GAMBLE
MALLORY & NATSIS LLP

Three Embarcadero Center, 12th Floor
San Francisco, CA 94111-4074

Phone: (415) 837-1515

Fax: (415) 837-1516

Attorneys for Appellants

I. INTRODUCTION AND SUMMARY OF REPLY

This appeal raises five issues: Do the allegations of the Complaint filed by Appellants 180 Land Co LLC, Fore Stars Ltd., Seventy Acres LLC, and Yohan Lowie (collectively, "Landowners"), liberally construed in their favor as the law requires, plausibly state a claim for violation of (1) equal protection based on discriminatory intent and disparate treatment, (2) equal protection based on "class of one" discrimination, (3) procedural due process, and/or (4) substantive due process? And if the Court decides any of those claims was not plausibly alleged, (5) should the District Court have allowed Landowners the opportunity to amend the Complaint to address the perceived shortcoming, rather than summarily dismissing Landowners' *initial* Complaint and immediately entering judgment? If Landowners prevail on any one of these five issues, the Court must reverse; by contrast, Appellees must prevail on all five issues for the Court to affirm.

Appellees' Answering Briefs do not squarely address these basic issues. Instead, Appellees quarrel with the facts – and then argue the law based on their own version of the facts. Appellees' improper attempt to litigate the facts constitutes a tacit admission that the facts, as alleged, state viable claims for relief.

That is the correct conclusion. The Complaint alleges that Councilman and Defendant James Coffin overtly displayed anti-Israeli and anti-Jewish bias against Landowners' principal Yohan Lowie, and that Defendant City of Las Vegas

("City") changed its land use procedures for Landowners' projects as a result of that animus. That is more than enough to state an equal protection claim. Similarly, Landowners' allegations that they were subjected to extraordinary, arbitrary procedures not imposed upon other applicants, and that the City went so far as to enact ordinances targeting only their property, readily satisfy the elements of a claim for deprivation of equal protection of the laws under the "class of one" doctrine. Contrary to Appellees' arguments, Landowners did not need to specifically plead the identity of, and factual circumstances regarding, other projects similarly situated to theirs. But even if they did, the District Court erred in depriving Landowners the opportunity to amend to include such detail.

With respect to procedural due process, Appellees' scattershot case citations entirely miss the mark. The Complaint plainly alleges facts showing Appellees' deprivation of Landowners' right to develop their land. That is a protected property interest of the most basic kind. That is particularly true under governing Nevada law, which for a due process claim requires only the deprivation of one "stick" in the proverbial "bundle of sticks" a landowner acquires with his or her land. *McCarran Int'l Airport v. Sisolak*, 137 P.3d 1110, 1119 (Nev. 2006) ("*Sisolak*"). The Complaint alleges just such a deprivation. It also alleges facts illustrating the City's biased processes. That is all the law requires.

III. LANDOWNERS' DUE PROCESS CLAIMS READILY SATISFY RULE 8'S PLEADING STANDARD

A. The Complaint Alleges Appellees Thwarted The Legitimate Use of The Land For Residential Development

This Court has repeatedly "recognized a constitutionally protected property interest in a landowner's right to devote [his] land to any legitimate use." *Squaw Valley Dev. Co. v. Goldberg*, 375 F.3d 936, 949 (9th Cir. 2004) (quotation marks omitted); *Action Apt. Ass'n v. Santa Monica Rent Control Opinion Bd.*, 509 F.3d 1020, 1026 (9th Cir. 2007). In *Squaw Valley Dev. Co.*, for example, the Court affirmed that "the alleged overzealous and selective regulation" of a ski resort by a local water quality control board interfered with the resort owner's "use of its real property," thereby implicating a property interest protected by the Constitution. *Id.* at 949.

of-one claim where the government decision involves "discretionary decision-making" based on "subjective, individualized assessments." CSAB at 21. That is not the law. *Towery v. Brewer*, 672 F.3d 650 (9th Cir. 2012), the case that Coffin and Seroka selectively quote, held that while "the existence of discretion, standing alone, cannot be an Equal Protection violation," a plaintiff can state an equal protection claim by alleging "some respect in which the discretion is being exercised so that the complaining individual is being treated less favorably than others generally are." *Id.* at 660-661. That is precisely what Landowners allege. Many cases recognize class-of-one claims where the subject of the government decision involved discretion and individualized assessments. See, e.g., *Allegheny Pittsburgh Coal Co. v. County Com.*, 488 U.S. 336, 338 (1989) (discrepancies in tax appraisals of real estate sufficient to support class-of-one equal protection violation). Neither *Towery* nor any other case exempts discretionary decisions from class-of-one liability.

The Complaint implicates the same core property interest. Landowners own the Land. ER 973-974, ¶¶ 14-19. The City has zoned the Land "R-PD7" – meaning Landowners have the right to build up to 7.49 residential units per acre. ER 977-979, ¶¶ 34-42. Indeed, a few months before purchasing the Land and in preparation for developing it in accordance with this zoning, Landowners obtained the City's formal, written verification of the zoning classification. ER 977, ¶ 37; ER 1032.

Since 2015, Landowners have pursued the legitimate use of their property in the form of a new residential development, submitting "numerous applications to the City relating to development and use of the Land." ER 980, ¶ 48. However, beginning in late 2015 and continuing to the present – nearly five full years – Appellees engaged in a concerted campaign to thwart these legitimate development efforts, acting at the behest of the wealthy, politically well-connected Queensridge Elite, who have sought "to oppose *any and all* development or use of the Land...." ER 980, ¶ 49. Appellees' campaign has included adverse City Council votes (ER 984, ¶ 58; ER 987, ¶ 70), unreasonable threats/demands (ER 982, ¶¶ 52-53; ER 984-985, ¶ 63), and enactment of ordinances targeting only Landowners' property, which effectively prevented all development (*see, e.g.*, ER 988, ¶¶ 74-75).

In many instances, the existence of a cognizable deprivation of a constitutionally-protected property interest requires delicate, nuanced legal

analysis. This is *not* one of those difficult cases. The Complaint comprehensively details Appellees' deprivation of a core property interest, thereby easily satisfying the pleading standard for a procedural due process cause of action. *See, e.g., Kamaole Pointe Dev. LP v. County of Maui*, No. 07-00447, 2008 U.S. Dist. LEXIS 96388, at *31-32 (D. Haw. Nov. 25, 2008) ("Plaintiffs, in applying for the waiver [from an ordinance requiring the inclusion of affordable housing in new residential developments], were attempting to develop their land for the legitimate use of residential housing. Plaintiffs therefore had a protectable property interest in legitimate use of their land...."); *Kass v. Mineral County Comm'rs*, No. 3:07-cv-00095, 2010 U.S. Dist. LEXIS 5282, at *12-13 (D. Nev. Jan. 22, 2010) ("Plaintiff's complaint indicates that, in attempting to petition the government to permit him to keep the building on his property and to further develop the property, he was attempting to put his land to legitimate residential or rental use. Plaintiff therefore has alleged a legitimate property interest in the use of his land.").

B. Like The District Court, Appellees Misconstrue The Complaint, Exclusively Focusing on The Allegations Regarding Their Rejection of Landowners' Specific Plans

Appellees do not cite *Squaw Valley Dev. Co., Stypmann v. San Francisco*, 557 F.2d 1338, 1342 (9th Cir. 1977), or any other authority addressing the principle that the loss of the use and enjoyment of land is a core property interest protected by the Constitution. LVAB at 22-24; CSAB at 35-40. The City does

Landowners therefore respectfully ask this Court to reverse the Judgment and the order granting Appellees' motions to dismiss, and remand with instructions to the District Court to enter an order denying those motions in their entirety. At a minimum, this Court should reverse the Judgment and remand with instructions that the District Court grant Landowners leave to amend on all issues.

Dated: June 23, 2020

ALLEN MATKINS LECK GAMBLE
MALLORY & NATSIS LLP

By: /s/ Marshall C. Wallace
MARSHALL C. WALLACE
Attorneys for Appellants
180 Land Co LLC, Fore Stars Ltd.,
Seventy Acres LLC; and
Yohan Lowie

EXHIBIT “UUU”

1 CASE NO. A-17-758528-J

2 DOCKET U

3 DEPT. XVI

4

5

6

DISTRICT COURT

7

CLARK COUNTY, NEVADA

8

* * * * *

9 180 LAND COMPANY LLC,)

10 Plaintiff,)

11 vs.)

12 LAS VEGAS CITY OF,)

13 Defendant.)

14 -----)

15

REPORTER'S TRANSCRIPT

16

OF

17

HEARING

(TELEPHONIC HEARING)

18

19 BEFORE THE HONORABLE JUDGE TIMOTHY C. WILLIAMS

20

DISTRICT COURT JUDGE

21

22

DATED TUESDAY, November 17, 2020

23

24

25 REPORTED BY: PEGGY ISOM, RMR, NV CCR #541,

Peggy Isom, CCR 541, RMR

(702)671-4402 - DEPT16REPORTER@GMAIL.COM

Pursuant to NRS 239.053, illegal to copy without payment.

1295

11429

1 APPEARANCES:

2 (PURSUANT TO ADMINISTRATIVE ORDER 20-10, ALL MATTERS IN
3 DEPARTMENT 16 ARE BEING HEARD VIA TELEPHONIC
4 APPEARANCE)

5 FOR THE PLAINTIFF:

6 KERMITT L. WATERS
7 BY: JAMES J. LEAVITT, ESQ.
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9 LAS VEGAS, NV 89101
10 (702) 733-8877
11 (702) 731-1964
12 JIM@KERMITTWATERS.COM

13
14 AND

15
16 EHB COMPANIES LLC
17 BY: ELIZABETH HAM, ESQ.
18 1215 SOUTH FORT APACHE
19 SUITE 120
20 LAS VEGAS, NV 89117
21 (702) 940-6930
22 (702) 940-6938 Fax
23 EHAM@EHBCOMPANIES.COM

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Peggy Isom, CCR 541, RMR
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Pursuant to NRS 239.053, illegal to copy without payment.

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1 APPEARANCES CONTINUED:

2

3 FOR THE DEFENDANT:

4

MCDONALD CARANO WILSON, LLP

5

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6

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13 AND

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CITY OF LAS VEGAS

15

BY: PHIL BYRNES, ESQ.

16

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Pursuant to NRS 239.053, illegal to copy without payment.

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11431

1 APPEARANCES CONTINUED:

2

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SHUTE, MIHALY & WEINBERGER LLP

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ANDREW W. SCHWARTZ

10

11

12

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* * * * *

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Peggy Isom, CCR 541, RMR
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Pursuant to NRS 239.053, illegal to copy without payment.

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1 LAS VEGAS, NEVADA, TUESDAY, NOVEMBER 11, 2020

2 1:31 P.M.

3 P R O C E E D I N G S

4 * * * * *

5

6 THE COURT: All right. Thank you, CJ.

7 Good afternoon to everyone. This is the time

8 set for the Tuesday, November 17th, 2020, 1:30 law and

9 motion calendar. We only have one matter on this

01:31:40 10 afternoon, and that's 180 Land Company LLC versus the

11 City of Las Vegas.

12 And let's go ahead and set forth our

13 appearances on the record.

14 MR. LEAVITT: Good morning, your Honor. For

01:31:52 15 the plaintiff, 180 Land LLC, the landowner, James J.

16 Leavitt.

17 MS. HAM: Good morning, your Honor. Elizabeth

18 Ghanem Ham, also on behalf of the plaintiff landowners.

19 MR. OGILVIE: Good afternoon, your Honor.

01:32:09 20 This is George Ogilvie on behalf of the City of

21 Las Vegas. Also with me today is Phil Byrnes from the

22 City attorney's office.

23 MR. SCHWARTZ: This is Andrew Schwartz

24 representing the City.

01:32:26 25 THE COURT: All right. Does that cover

02:09:50 1 price. And I think it's important so that you
2 understand we answered the question both as an
3 interrogatory, what did you pay, 45 million; and both
4 of the requests for production. And we had a 2.34
02:10:04 5 conference about it and responded again. There are no
6 documents that state that the landowner paid the
7 45 million for the golf course. There are simply no
8 documents that state that.

9 Having -- does that mean that that's not what
02:10:17 10 we paid for it? It certainly does not. Our position
11 will remain that that is what was paid for the course.
12 So we always say -- and how these 2.34 conferences go,
13 which I've been involved in, is that the government
14 will say, Well, we don't understand. But it's not --
02:10:31 15 I'm not being deposed at the 2.34 conferences, and it's
16 not my job to explain it. There are other tools
17 available.

18 I understand that when you take a deposition
19 that you want every document in front of you, but there
02:10:42 20 are simply none. So I just want it so you understand.
21 It's not that we're not answering. We are answering
22 very truthfully.

23 Are there documents that support eventually
24 this position through other transactions? Yes.

02:10:57 25 Do they relate to this? Not necessarily.

02:31:40 1 is still on the phone here with us.

2 MS. HAM: I'm still on the phone. I am still
3 on the phone.

4 And so you wanted me to respond to
02:31:47 5 specifically in regard to our response to
6 interrogatory -- I forget which number it was -- where
7 we stated that the consideration given for the former
8 Badlands Golf Course property was 45 million. And our
9 response to that request for production was that -- and
02:32:07 10 we revised it, but the request of the government, the
11 defendant, that said that there are no documents,
12 again, as I stated to you earlier, your Honor, that
13 within the plaintiff's custody and control that states
14 that the aggregate of consideration given to the
02:32:24 15 Peccole family for the former Badlands Golf Course
16 property was 45 million.

17 There is a multitude in binders and binders of
18 documents that memorialize this complicated transaction
19 to ultimately finalize the dealings with -- that they
02:32:39 20 were already in process with the Peccoles, some of
21 which Mr. Leavitt has already referenced previously in
22 the different properties and different ventures whether
23 they were joint ventures or partnerships or whatever
24 they were in multitude of properties, and none of them
02:32:56 25 will address that.

02:34:19 1 whether it's been the City directly through their
2 counsel members or the homeowners that they have worked
3 with to destroy relationships, to change positions. So
4 we are highly guarded over here, more than usual,
02:34:32 5 because of what's gone on for the past five years.

6 And they -- the City doesn't want you to know
7 what they have done. They don't want you to know what
8 they have said. They don't want -- they don't want to
9 get to that issue. They keep trying to dismiss our
02:34:45 10 case because what they have done is outrageous, and
11 they continue their outrageous conduct through this
12 discovery.

13 I take very great issue with how Mr. Ogilvie
14 has raised what has gone on here and that it's taken
02:34:58 15 all these months to get it. When he agreed to
16 extensions of time, he can't now complain about it when
17 we're in the middle of a pandemic complaining that we
18 didn't produce these documents. The minute we got the
19 protective order from the discovery commissioner, the
02:35:13 20 next day we produced documents. We have produced
21 thousands of pages of documents.

22 So, again, if you are going to order that
23 these documents be produced, I ask that you first
24 review them. They are binders and binders of
02:35:25 25 complicated, involved transactions that will never

02:35:31 1 mention the transaction of the golf course. It was
2 honored for this price because of the family dealings
3 and because of these years -- years of dealings with
4 the Peccole family.

02:35:39 5 So this is why we thought it would be
6 important and we continue to offer up information and
7 go beyond what we think is -- is related to either the
8 claims for defenses of this case in order to appease
9 the City, but they keep digging deeper into other
02:35:57 10 things which have nothing to do with it.

11 I understand why they would want the documents
12 in front of them, but they are not going to be
13 relevant. They are not going to show this number. The
14 only thing that will show that is the explanation.

02:36:07 15 So, again, if you're inclined to order it, I
16 would ask that it be 100 percent protected. We may
17 have to alert some other parties. I don't know how
18 they'll feel about this being produced in any other
19 manner beyond an in-camera review, and then you can
02:36:22 20 make the determination if at all it's relevant to this
21 case and this action.

22 And that's -- and that's all I can offer in
23 regards to that. Our positions and our responses have
24 been 100 percent accurate and truthful.

02:36:37 25 And so, you know, I -- I -- we have continued

02:38:00 1 the Court system, that's another avenue we have to look
2 at as to whether documents are confidential or not. I
3 just can't arbitrarily make that determination.

4 Any determination I make as to
02:38:14 5 confidentiality, I have to make specific findings of
6 fact as to why it's confidential pursuant to the rule.
7 That's another issue.

8 But at the end of the day -- and this is all I
9 can say is this: That if there's transactions and/or
02:38:33 10 documents out there that support the valuation property
11 by the plaintiff as to the purchase price, it seems to
12 me potentially those might be germane to the case.

13 MS. HAM: And, your Honor, this may be
14 splitting hairs. It's not that they support the
02:38:55 15 \$45 million answer that we provided in regard to this
16 request.

17 They support the 20-year history that from
18 those transactions was born this right to purchase it
19 for the -- for the 15 million, which included the water
02:39:16 20 rights. Then that was divided later.

21 So they're not going to reference at all the
22 golf course property.

23 It's -- it's, you know, again, I don't mean
24 to -- it is the testimony of Mr. Lowie what was given
02:39:35 25 over the years, but it is not -- these documents will

02:39:40 1 not state that. They will not support that. It will
2 only support what his testimony will ultimately be,
3 that, yes, all of these transactions took place; yes,
4 they have all developed these other properties and
02:39:54 5 parcels and the Towers and Tivoli and so on and so
6 forth. But they are not going to say anything about
7 the Badlands Golf Course property.

8 So that's the issue that we have. It's not
9 going to be relevant whatsoever beyond his testimony,
02:40:09 10 which was why we think -- I think that you're only
11 going to understand that once you see the testimony,
12 which he has testified to before.

13 So, you know, I -- I understand what -- it's
14 really difficult to understand without knowing the
02:40:26 15 story. And that's all I can say, which is why we
16 offered him up to tell the story.

17 THE COURT: Well, but, I mean, I kind of get
18 that. But I would anticipate that if it's a series of
19 transactions and relationships, as you go down the path
02:40:43 20 of each transaction, there has to be value and
21 consideration potentially that would couple with the
22 next transaction and the next transaction that would be
23 the basis for the valuation offered as to potentially
24 what the purchase price would be.

02:41:01 25 And that's kind of my point. Because at the

REPORTER'S CERTIFICATE

STATE OF NEVADA)

:SS

COUNTY OF CLARK)

I, PEGGY ISOM, CERTIFIED SHORTHAND REPORTER DO
HEREBY CERTIFY THAT I TOOK DOWN IN STENOGRAPHY ALL OF THE
TELEPHONIC PROCEEDINGS HAD IN THE BEFORE-ENTITLED
MATTER AT THE TIME AND PLACE INDICATED, AND THAT
THEREAFTER SAID STENOGRAPHY NOTES WERE TRANSCRIBED INTO
TYPEWRITING AT AND UNDER MY DIRECTION AND SUPERVISION
AND THE FOREGOING TRANSCRIPT CONSTITUTES A FULL, TRUE
AND ACCURATE RECORD TO THE BEST OF MY ABILITY OF THE
PROCEEDINGS HAD.

IN WITNESS WHEREOF, I HAVE HEREUNTO SUBSCRIBED
MY NAME IN MY OFFICE IN THE COUNTY OF CLARK, STATE OF
NEVADA.

PEGGY ISOM, RMR, CCR 541

Peggy Isom, CCR 541, RMR
(702) 671-4402 - DEPT16REPORTER@GMAIL.COM
Pursuant to NRS 239.053, illegal to copy without payment.

1306

11440

EXHIBIT “VVV”

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Attorneys for Plaintiff Landowners

DISTRICT COURT

CLARK COUNTY, NEVADA

180 LAND COMPANY, LLC, a Nevada limited
liability company; FORÉ STARS, LTD. A Nevada
limited liability company; DOE INDIVIDUALS I
through X; DOE CORPORATIONS I through X;
and DOE LIMITED LIABILITY COMPANIES I
through X,

Plaintiffs,

vs.

CITY OF LAS VEGAS, a political subdivision
of the State of Nevada; ROE GOVERNMENT
ENTITIES I through X; ROE CORPORATIONS I
through X; ROE INDIVIDUALS I through X;
ROE LIMITED-LIABILITY COMPANIES I
through X; ROE QUASI-GOVERNMENTAL
ENTITIES I through X,

Defendants.

CASE NO.: A-17-758528-J
DEPT. NO.: XVI

**PLAINTIFF LANDOWNERS'
SIXTEENTH SUPPLEMENT TO
INITIAL DISCLOSURES**

1 TO: THE CITY OF LAS VEGAS, Defendant; and
2 TO: COUNSEL OF RECORD FOR THE CITY OF LAS VEGAS
3 Plaintiff 180 LAND COMPANY, LLC (hereinafter "Landowners"), by and through their
4 counsel of record, the Law Offices of Kermit L. Waters, hereby submit their **sixteenth supplement**
5 to initial list of witnesses and documents pursuant to NRCP 16.1, as follows:

6 I.

7 **LIST OF WITNESSES**

8 **A. NRCP Rule 16.1(a)(1)(A) disclosure: The name and, if known, the address and**
9 **telephone number of each individual likely to have information discoverable under**
10 **Rule 26(b), including for impeachment or rebuttal, identifying the subjects of the**
11 **information:**

12 1. Person Most Knowledgeable at the City of Las Vegas
13 c/o Las Vegas City Attorney's Office
14 495 S. Main Street, 6th Floor
15 Las Vegas, Nevada 89101

16 Person Most Knowledgeable at the City of Las Vegas regarding the City's guidelines,
17 instructions, process and/or procedures for adopting a land use designation on the City of Las Vegas
18 General Plan Land Use Element and/or Master Plan, including the guidelines, instructions, process
19 and/or procedures applicable for each and every year from 1986 to present.

20 2. Person Most Knowledgeable at the City of Las Vegas
21 c/o Las Vegas City Attorney's Office
22 495 S. Main Street, 6th Floor
23 Las Vegas, Nevada 89101

24 Person Most Knowledgeable at the City of Las Vegas regarding the City of Las Vegas
25 guidelines, instructions, process and/or procedures implemented to place a designation of PR-OS
26 or any similar open space designation on all or any part of the Landowners' Property and/or the 250
27 Acre Residential Zoned Land on the City of Las Vegas General Plan Land Use Element and/or
28 Master Plan from 1986 to present.

3. Person Most Knowledgeable at the City of Las Vegas
c/o Las Vegas City Attorney's Office
495 S. Main Street, 6th Floor
Las Vegas, Nevada 89101

Person Most Knowledgeable at the City of Las Vegas regarding the Master Development
Agreement referenced in the Landowners' Complaint.

- 1 4. Person Most Knowledgeable at the City of Las Vegas
2 c/o Las Vega City Attorney's Office
3 495 S. Main Street, 6th Floor
4 Las Vegas, Nevada 89101
5
6 Person Most Knowledgeable at the City of Las Vegas regarding the major modification
7 process.
8
9 5. Steve Seroka
10 c/o Las Vega City Attorney's Office
11 495 S. Main Street, 6th Floor
12 Las Vegas, Nevada 89101
13
14 Mr. Seroka may have information regarding the facts and circumstances surrounding the
15 allegations alleged in the Landowners' Complaint which occurred while Mr. Seroka was running
16 for the City Council and while Mr. Seroka was on the City Council.
17
18 6. Person Most Knowledgeable
19 180 LAND COMPANY, LLC
20 c/o Law Offices of Kermitt L. Waters
21 704 South Ninth Street
22 Las Vegas Nevada 89101
23
24 Person Most Knowledgeable at 180 Land Company, LLC regarding the facts and
25 circumstances surrounding the allegations alleged in the Landowners' Complaint as it relates to
26 Phase 1 of discovery, liability.
27
28 7. Person Most Knowledgeable
FORE STARS, Ltd
c/o Law Offices of Kermitt L. Waters
704 South Ninth Street
Las Vegas Nevada 89101
Person Most Knowledgeable at FORE STARS, LTD regarding the facts and circumstances
surrounding the allegations alleged in the Landowners' Complaint as it relates to Phase 1 of
discovery, liability.
8. Person Most Knowledgeable
SEVENTY ACRES, LLC
c/o Law Offices of Kermitt L. Waters
704 South Ninth Street
Las Vegas Nevada 89101
Person Most Knowledgeable at Seventy Acres, LLC regarding the facts and circumstances
surrounding the allegations alleged in the Landowners' Complaint as it relates to Phase 1 of
discovery, liability.

1 **B. NRCP Rule 16.1(a)(1)(B) disclosure: A copy of, or a description by category and**
2 **location of, all documents, data compilations, and tangible things that are in the**
3 **possession, custody, or control of the party and which are discoverable under Rule**
4 **26(b):**

5 **II.**

6 **INDEX TO PLAINTIFF LANDOWNERS' EARLY CASE CONFERENCE**
7 **DISCLOSURES PURSUANT TO NRCP 16.1**

Docum ent No.	Description	Vol. No.	Bates No.
1	Map of 250 Acre Residential Zoned Land Identifying Each Parcel	1	LO 00000001
2	Bill No. Z-2001-1: Ordinance No. 5353 Dated 8.15.2001	1	LO 00000002- 00000083
3	12.30.14 Letter City of Las Vegas to Frank Pankratz "Zoning Verification" letter	1	LO 00000084
4	11.16.16 City Council Meeting Transcript Items 101-107	1-2	LO 00000085- 00000354
5	6.21.17 City Council Meeting Transcript Items 82, 130-134	2	LO 00000355- 00000482
6	5.16.18 City Council Meeting Transcript Items 71, 74-83	2-3	LO 00000483- 00000556
7	Notice of Entry of Findings of Fact, Conclusions of Law, Final Order and Judgment, Eighth Judicial District Court Case No. A-16-739654-C filed 1.31.17	3	LO 00000557- 00000601
8	Intentionally left blank	3	LO 00000602- 00000618
9	12.7.16 Letter From Jimmerson to Jerbic	3	LO 00000619- 00000627
10	City of Las Vegas' Answering Brief, Eighth Judicial District Court Case No. A-17-752344-J filed 10.23.17	3	LO 00000628- 00000658
11	7.12.16 City of Las Vegas Planning Commission Meeting Transcript excerpts Items 4, 6, 29-31, 32-35	3	LO 00000659- 00000660
12	Staff Recommendation 10.18.16 Special Planning Commission Meeting	3	LO 00000661- 00000679
13	10.18.16 Special Planning Commission Meeting Agenda Items 10-12 Summary Pages	3	LO 00000680- 00000685

1	14	2.15.17 City Council Meeting Transcript Items 100-102	3-4	LO 00000686-00000813
2	15	LVMC 19.10.040	4	LO 00000814-00000816
3	16	LVMC 19.10.050	4	LO 00000817-00000818
4	17	Staff Recommendation 2.15.17 City Council Meeting GPA-62387, ZON-62392, SDR-62393	4	LO 00000819-00000839
5	18	2.15.17 City Council Agenda Summary Pages Items 100-102	4	LO 00000840-00000846
6	19	Seroka Campaign Contributions	4	LO 00000847-00000895
7	20	Crear Campaign Contributions	4	LO 00000896-00000929
8	21	2.14.17 Planning Commission Transcript Items 21-14 portions with video still	4	LO 00000930-00000931
9	22	35 Acre Applications: SDR-68481; TMP-68482; WVR-68480	4	LO 00000932-00000949
10	23	Staff Recommendation 6.21.17 City Council Meeting GPA-68385, WVR-68480, SDR-68481, TMP 68482	4	LO 00000950-00000976
11	24	8.2.17 City Council Meeting Transcript Item 8 (excerpt) and Items 53 and 51	4-5	LO 00000977-00001131
12	25	MDA Combined Documents	5	LO 00001132-00001179
13	26	Email between City Planning Section Manager, Peter Lowenstein, and Landowner representative Frank Pankratz dated 2.24.16	5	LO 00001180-00001182
14	27	Email between City Attorney Brad Jerbic and Landowner's land use attorney Stephanie Allen, dated 5.22.17	5	LO 00001183-00001187
15	28	16 versions of the MDA dating from January, 2016 to July, 2017	5-7	LO 00001188-00001835
16	29	The Two Fifty Development Agreement's Executive Summary	8	LO 00001836
17	30	City requested concessions signed by Landowners representative dated 5.4.17	8	LO 00001837
18	31	Badlands Development Agreement CLV Comments, dated 11-5-15	8	LO 00001838-00001845
19	32	Two Fifty Development Agreement (MDA) Comparison – July 12, 2016 and May 22, 2017	8	LO 00001846-00001900

1	33	The Two Fifty Design Guidelines, development Standards and Uses, comparison of the March 17, 2016 and May, 2017 versions	8	LO 00001901-00001913
2	34	Seroka Campaign Literature	8	LO 00001914-00001919
3	35	2017-12-15 Thoughts on: Eglet-Prince Opioid Proposed Law Suit	8	LO 00001920-00001922
4	36	Tax Assessor's Values for 250 Acre Residential Land	8	LO 00001923-00001938
5	37	City's Motion to Dismiss Eighth Judicial District Case No. A-18-773268-C, filed 7/2/18	8	LO 00001939-00001963
6	38	1.11.18 Hearing Transcript, Eighth Judicial District Court Case No. A-17-752344-J	8-9	LO 00001964-00002018
7	39	City's Motion to Dismiss Eighth Judicial District Case No. A-18-775804-J, filed 8.27.18	9	LO 00002019-00002046
8	40	Staff Recommendation 6.21.17 City Council Meeting DIR-70539	9	LO 00002047-00002072
9	41	9.6.17 City Council Meeting Agenda Summary Page for Item No. 26	9	LO 00002073-00002074
10	42	9.4.18 meeting submission for Item No. 4 by Stephanie Allen	9	LO 00002075
11	43	5.16.18 City Council Meeting Agenda Summary Page for Item No. 66	9	LO 00002076-00002077
12	44	5.16.18 City Council Meeting Transcript Item No. 66	9	LO 00002078-00002098
13	45	Bill No. 2018-5 "Proposed First Amendment (5-1-18 Update)"	9	LO 00002099-00002105
14	46	Bill No. 2018-24	9	LO 00002106-00002118
15	47	October/November 2017 Applications for the 133 Acre Parcel: GPA-7220; WVR-72004, 72007, 72010; SDR-72005, 72008, 72011; TMP-72006, 72009, 72012	9-10	LO 00002119-00002256
16	48	Staff Recommendation 5.16.18 City Council Meeting GPA-72220	10	LO 00002257-00002270
17	49	11.30.17 Justification Letter for GPA-72220	10	LO 00002271-00002273
18	50	2.21.18 City Council Meeting Transcript Items 122-131	10	LO 00002274-00002307
19	51	5.16.18 City Council Meeting Agenda Summary Page for Item Nos. 74-83	10	LO 00002308-00002321

1	52	3.21.18 City Council Meeting Agenda Summary Page for Item No. 47	10	LO 00002322- 00002326
2	53	5.17.18 Letters from City to Applicant Re: Applications Stricken	10	LO 00002327- 00002336
3	54	Coffin Email	10	LO 00002337- 00002344
4	55	8.10.17 Application For Walls, Fences, Or Retaining Walls Single Lot Only	10	LO 00002345- 00002352
5	56	8.24.17 Letter from City of Las Vegas to American Fence Company	10	LO 00002353
6	57	LVMC 19.16.100	10	LO 00002354- 00002358
7	58	6.28.16 Letter from Mark Colloton to Victor Bolanos, City of Las Vegas public Works Dept.	10	LO 00002359- 00002364
8	59	8.24.17 Letter from the City of Las Vegas to Seventy Acres, LLC	10	LO 00002365
9	60	1990 Peccole Ranch Master Plan	10	LO 00002366- 00002387
10	61	1.3.18 City Council Meeting Transcript Item No. 78	10	LO 00002388- 00002470
11	62	Exhibit F-1 2.22.16 with annotations	10	LO 00002471- 00002472
12	63	Southern Nevada GIS – OpenWeb Info Mapper Parcel Information	10-11	LO 00002473- 00002543
13	64	Southern Nevada GIS – OpenWeb Info Mapper Parcel Information	11	LO 00002544- 00002545
14	65	Email between Frank Schreck and George West 11.2.16	11	LO 00002546- 00002551
15	66	Master Declaration of Covenants, Conditions, Restrictions and Easement For Queensridge	11	LO 00002552- 00002704
16	67	Amended and Restated Master Declaration of Covenants, Conditions, Restrictions and Easement For Queensridge effective 10.1.2000	11	LO 00002705
17	68	Findings of Fact, Conclusions of Law and Judgment Granting Defendants Fore Stars, LTD., 180 Land Co LLC, Seventy Acres LLC, EHB Companies LLC, Yohan Lowie, Vickie Dehart and Frank Prankratz's NRCP 12(b)(5) Motion to Dismiss Plaintiffs' Amended Complaint, Eighth Judicial District Court Case No. A-16-739654-C Filed 11.30.16	11	LO 00002706- 00002730

1	69	Custom Lots at Queensridge North Purchase Agreement, Earnest Money Receipt and Escrow Instructions	11	LO 00002731-00002739
2				
3	70	Land Use Hierarchy Exhibit	11	LO 00002740
4	71	2.14.17 Planning Commission Transcript Agenda Items 21-14	11-12	LO 00002741-00002820
5	72	Order Granting Plaintiffs' Petition for Judicial Review Eighth Judicial District Court Case No. A-17-752344-J filed 3.5.18	12	LO 00002821-00002834
6				
7	73	City of Las Vegas' Reply In Support of Its Motion to Dismiss and Opposition To Petitioner's Countermotion to Stay Litigation, Eighth Judicial District Court Case No. A-17-758528-J filed on 12.21.17	12	LO 00002835-00002840
8				
9				
10	74	Notice of Entry of Order Denying Motion to Dismiss and [Granting] Countermotion to Stay Litigation, Eighth Judicial District Court Case No. A-17-758528-J filed on 2.2.18	12	LO 00002841-00002849
11				
12				
13	75	Complaint in Eighth Judicial District Court Case No. A434337 filed 5.7.01	12	LO 00002850-00002851
14	76	Email	12	LO 00002852
15	77	6.13.17 PC Meeting Transcript	12	LO 00002853-00002935
16	78	1.23.17 onsite Drainage Agmt.	12	LO 00002936-00002947
17				
18	79	9.11.18 PC – Hardstone Temp Permit Transcript	12	LO 00002948-00002958
19	80	Estate Lot Concepts	12	LO 00002959-00002963
20	81	Text Messages	12	LO 00002964-00002976
21				
22	82	Intentionally left blank	12	Not bates stamped
23	83	Judge Smith Nov. 2016 Order	13	LO 00002977-00002982
24	84	Supreme Court Affirmance	13	LO 00002983-00002990
25	85	City Confirmation of R-PD7	13	LO 00002991-00003020
26				
27	86	De Facto Case Law	13	LO 00003021-00003023
28	87	Johnson v. McCarran	13	LO 00003024-00003026

1	88	Boulder Karen v. Clark County	13	LO 00003027-00003092
2	89	Supreme Court Order Dismissing Appeal <i>in part</i> and Reinstating Briefing	13	LO 00003093-00003095
3	90	Bill No. 2018-24	13	LO 00003096-00003108
4	91	July 17, 2018 Hutchinson Letter in Opposition of Bill 2018-24	13	LO 00003109-00003111
5	92	October 15, 2018 Allen Letter in Opposition to Bill 2018-24 (Part 1 of 2)	13-14	LO 00003112-00003309
6	93	October 15, 2018 Allen Letter in Opposition to Bill 2018-24 (Part 2 of 2)	14-15	LO 00003310-00003562
7	94	Minutes from November 7, 2018 Recommending Committee Re Bill 2018-24	15	LO 00003563-00003564
8	95	Verbatim Transcript from October 15, 2018 Recommending Committee Re Bill 2018-24	15	LO 00003565-00003593
9	96	Minutes from November 7, 2018 City Council Hearing Re Bill 2018-24	15	LO 00003594-00003595
10	97	Verbatim Transcript from November 7, 2018 City Council Meeting Adopting Bill 2018-24	15-16	LO 00003596-00003829
11	98	Supreme Court Order Denying Rehearing	16	LO 00003830-00003832
12	99	Deposition of Greg Steven Goorjian	16	LO 00003833-00003884
13	100	2019.01.07 Robert Summerfield Email	16	LO 00003885
14	101	2019.02.06 Judge Williams' Order Nunc Pro Tunc Regarding Findings of Fact and Conclusion of Law Entered November 21, 2019	16	LO 00003886-00003891
15	102	2019.02.15 Judge Sturman's Minute Order re Motion to Dismiss	16	LO 00003892
16	103	2019.01.23 Judge Bixler's Transcript of Proceedings	16	LO 00003893-00003924
17	104	2019.01.17 Judge Williams' Recorder's Transcript of Plaintiff's Request for Rehearing	16	LO 00003925-00003938
18	105	Approved Land Uses in Peccole Conceptual Plan	16	LO 00003939
19	106	2020 Master Plan – Southwest Sector Zoning	16	LO 00003940
20	107	35 Acre in Relation to Pecocole Plan	16	LO 00003941
21	108	CLV Hearing Documents on Major Modifications	17	LO 00003942-00004034

1	109	GPA Code and Application	17	LO 00004035-00004044
2	110	Documents produced in Response to City of Las Vegas' First Set of Request for Production of Documents		LO 00004045-00007607 (abandoned LO 6190-6215; 6243-6411; 6421-6704; 7436-7538)
3	111	No Documents Assigned to this Bates range		LO 00007608-00008188
4	112	Documents produced in Response to City of Las Vegas' First Set of Request for Production of Documents		LO 00008189-00009861 (abandoned LO 9353-9833)
5	113	Documents produced in Response to City of Las Vegas' First Set of Request for Production of Documents		LO 00009862-0010915
6	114	Documents produced in Response to City of Las Vegas' First Set of Request for Production of Documents		LO 0010916-0011440
7	115	Documents produced in Response to City of Las Vegas' First Set of Request for Production of Documents, Request No. 5		LO 0011441-0012534
8	116	Documents produced in Response to City of Las Vegas' First Request for Production of Documents to Plaintiff, Request No. 11		LO 0012535-0016083
9	117	Documents produced in Response to City of Las Vegas' First Request for Production of Documents to Plaintiff, Request No. 2		LO 0016084-0018029
10	118	Documents produced in Response to City of Las Vegas' First Request for Production of Documents to Plaintiff, Request No. 6		LO 0018030-0018441
11	119	Documents produced in Response to City of Las Vegas' First Request for Production of Documents to Plaintiff, Request No. 1		LO 0018442-0022899
12	120	Documents produced in Response to City of Las Vegas' First Request for Production of Documents to Plaintiff, Request No. 14		LO 0022900-0025236
13	121	Documents produced in Response to City of Las Vegas' First Request for Production of Documents to Plaintiff, Request No. 3		LO 0025237-0029411
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1	122	Documents produced in Response to City of Las Vegas' First Request for Production of Documents to Plaintiff, Request No. 5		LO 0029412-0033196
2				
3	123	Documents produced in Response to City of Las Vegas' First Request for Production of Documents to Plaintiff, Request No. 9		LO 0033197-0033795
4				
5				
6	124	Documents produced in Response to City of Las Vegas' First Request for Production of Documents to Plaintiff, Request No. 5		LO 0033796-0033804
7				
8	125	Documents produced in Response to City of Las Vegas' Third Request for Production of Documents to Plaintiff, Request Nos. 24-27		LO 0033805-0033826
9				
10	126	Documents produced in Response to City of Las Vegas' Third Request for Production of Documents to Plaintiff, Request Nos. 28-29		LO 0033827-0034181
11				
12				
13	127	Documents produced in Response to City of Las Vegas' Third Request for Production of Documents to Plaintiff, Request Nos. 24-27		LO 0034182-0034186
14				
15	128	Documents produced in Response to City of Las Vegas' Second Request for Production of Documents to Plaintiff, Request No. 21		LO 0034187-0034761
16				
17	129	Documents produced in Response to City of Las Vegas' Second Request for Production of Documents to Plaintiff, Request No. 22		LO 0034762-0035783
18				
19				
20	130	Documents produced in Response to City of Las Vegas' Second Request for Production of Documents to Plaintiff, Request No. 20		LO 0035784-0035819
21				
22	131	Documents produced in Response to City of Las Vegas' Third Request for Production of Documents to Plaintiff, Request Nos. 24-27		<i>LO 0033817</i>
23				
24	132	Documents produced in Response to City of Las Vegas' Third Request for Production of Documents to Plaintiff, Request Nos. 28-29		<i>LO 0034115-0034116</i>
25				
26	133	Clear and Grub files		LO 0035820-0035851
27				
28				

1	134	Documents produced in Response to City of Las Vegas' Second Request for Production of Documents to Plaintiff, Request No. 18		LO 0035852-0035858
2				
3	135	Documents produced in Response to City of Las Vegas' Second Request for Production of Documents to Fore Stars, Request No. 9		LO 0035859-0035896
4				
5	136	Documents <i>idendified</i> in Response to City of Las Vegas' Second Request for Production of Documents to Fore Stars, Request No. 8		Privileged and Confidential LO 0035897-0035903
6				
7	137	Documents produced in Response to City of Las Vegas' Second Request for Production of Documents to Fore Stars, Request No. 6		LO 0035904-0035969
8				
9	138	Documents produced in Response to City of Las Vegas' Second Request for Production of Documents to Fore Stars, Request No. 1		LO 0035970-0035972
10				
11	139	Documents produced in Response to City of Las Vegas' Second Request for Production of Documents to Fore Stars, Request No. 7		LO 0035973-0036601
12				
13	140	Documents produced in Response to City of Las Vegas' Second Request for Production of Documents to Fore Stars, Request No. 7		LO 0036602-0036806
14				
15	141	Native Files		LO35 00000001-00009668
16				
17	142	Documents released from privilege		LO 0036807-0037064
18				
19	143	Documents <i>idendified</i> in Response to City of Las Vegas' Second Request for Production of Documents to Fore Stars, Request No. 8		Amended Privileged and Confidential LO 0035897-0035903
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II.

COMPUTATION OF DAMAGES

C. A computation of any category of damages claimed by the disclosing party, making available for inspection and copying as under Rule 34 the documents or other evidentiary matter, not privileged or protected from disclosure, on which such computation is based, including materials bearing on the nature and extent of injuries suffered:

Objection: The Landowners object to disclosing the computation of any category of “damages” at this time as this information requires the preparation of expert reports that will be produced in the normal course of discovery as provided in the Nevada Discovery Rules. The Landowners further object to disclosing any category of “damages” as discovery has been bifurcated, the damages/just compensation phase of discovery has not commenced yet. Additionally, the computation of any category of “damages” may contain attorney work product, privileged information, and may require legal instructions or court rulings, accordingly, the same cannot be produced at this time.

The Landowners will disclose their expert opinions/testimony regarding the just compensation owed pursuant to NRCP 16.1(a)(2) and in accordance with the scheduling order set in this matter.

The Landowners further object to disclosing the computation of any category of “damages” at this time as the date of value has not be determined by the Court. Without waiving said objections, and assuming the date of value is on or about September 7, 2017 (the date the inverse condemnation claims were filed and served on the City) the Landowners’ preliminary estimate of damages (just compensation) for the total taking of the 35 Acre Property (APN 138-31-201-005) is approximately \$54 Million. This is an average of the per acre value assigned by the following: 1) an appraisal report prepared by Lubawy and Associates of seventy acres of property formerly known as APN 138-32-301-004 at \pm \$700,510/acre as of July 2015; 2) an offer to purchase 16-18 acres of the seventy acre property formerly known as APN 138-32-301-004 for \pm \$1,525,000/acre as of December 2015; and, 3) the sale of APN 138-32-314-001 for \pm \$2,478,000/acre as of August 2019. This computation will be supplemented upon the completion of expert reports, if needed, or as

1 otherwise deemed necessary in this matter. The Landowners' damages also include pre-judgment
2 and post-judgment interest and attorney fees and costs, which will be calculated after trial.

3 **The Landowners' damages also include property tax payment (which are public**
4 **record).**

5 *This computation will be supplemented upon the completion of expert reports, if needed,*
6 *or as otherwise deemed necessary in this matter.*

7 **IV.**

8 **POTENTIALLY APPLICABLE INSURANCE AGREEMENTS**

9 **D. For inspection and copying as under Rule 34 any insurance agreement under which**
10 **any person carrying on an insurance business may be liable to satisfy party or all of**
11 **a judgment which may be entered in the action to indemnify or reimburse for**
12 **payments made to satisfy the judgment and any disclaimer or limitation of coverage**
13 **or reservation or frights under any such insurance agreement:**

14 N/A

15 The Landowners incorporate by reference herein all witnesses and documents disclosed by
16 other parties to this action. The Landowners further reserve the right to supplement and/or amend
17 these disclosures as discovery continues. The Landowners also reserve the right to object to the
18 introduction and/or admissibility of any document at the time of trial.

19 ***THE LANDOWNERS RESERVE THE RIGHT TO SUPPLEMENT AND/OR AMEND***
20 ***THESE DISCLOSURES AS DEEMED NECESSARY IN THIS MATTER.***

21 DATED this day 10th day of November, 2020.

22 **LAW OFFICES OF KERMIT L. WATERS**

23 **By: /s/ Autumn Waters**

24 **KERMIT L. WATERS, ESQ.**

25 **Nevada Bar No. 2571**

26 **JAMES J. LEAVITT, ESQ.**

27 **Nevada Bar No. 6032**

28 **MICHAEL SCHNEIDER, ESQ.**

Nevada Bar No. 8917

AUTUMN WATERS, ESQ.

Nevada Bar No. 8917

Attorneys for Plaintiff Landowners

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I am an employee of the Law Offices of Kermitt L. Waters, and that on the 10th day of November, 2020, I caused to be served a true and correct copy of the foregoing document(s): **PLAINTIFF LANDOWNERS' SIXTEENTH SUPPLEMENT TO INITIAL DISCLOSURES** via the Court's filing and/or for mailing in the U.S. Mail, postage prepaid and addressed to the following:

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/s/ Evelyn Washington
Evelyn Washington, an Employee of the
Law Offices of Kermitt L. Waters

EXHIBIT “WWW”

**CITY COUNCIL MEETING OF
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1 **ITEM 8 - PUBLIC COMMENT DURING THIS PORTION OF THE AGENDA MUST BE**
2 **LIMITED TO MATTERS ON THE AGENDA FOR ACTION. IF YOU WISH TO BE**
3 **HEARD, COME TO THE PODIUM AND GIVE YOUR NAME FOR THE RECORD.**
4 **THE AMOUNT OF DISCUSSION, AS WELL AS THE AMOUNT OF TIME ANY**
5 **SINGLE SPEAKER IS ALLOWED, MAY BE LIMITED**

6
7 **ITEM 53 - DIR-70539 - ABEYANCE ITEM - DIRECTOR'S BUSINESS - PUBLIC**
8 **HEARING - APPLICANT/OWNER: 180 LAND CO, LLC, ET AL - For possible action on**
9 **a request for a Development Agreement between 180 Land Co, LLC, et al. and the City of**
10 **Las Vegas on 250.92 acres at the southwest corner of Alta Drive and Rampart Boulevard**
11 **(APNs 138-31-201-005; 138-31-601-008; 138-31-702-003 and 004; 138-31-801-002 and 003;**
12 **138-32-202-001; and 138-32-301-005 and 007), Ward 2 (Seroka) [PRJ-70542].**

13
14 **ITEM 31 - Bill No. 2017-27 - ABEYANCE ITEM - For Possible Action - Adopts that**
15 **certain development agreement entitled “Development Agreement For The Two Fifty,”**
16 **entered into between the City and 180 Land Co, LLC, et al., pertaining to property**
17 **generally located at the southwest corner of Alta Drive and Rampart Boulevard.**
18 **Sponsored by: Councilman Bob Beers**

19
20 **Appearance List:**

21 CAROLYN G. GOODMAN, Mayor
22 GINA GREISEN, representing Nevada Voters for Animals
23 ERIKA GREISEN, representing Nevada Voters for Animals
24 RICKI Y. BARLOW, Councilman
25 BRAD JERBIC, City Attorney
26 ROBERT SUMMERFIELD, Acting Planning Director
27 CHRIS KAEMPFER, Attorney for the Applicant
28 STEPHANIE ALLEN, Attorney for the Applicant
29 UNIDENTIFIED MALE SPEAKER

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353 **COUNCILMAN BARLOW**

354 No, no, no, just underneath, like you had. There we go. So I can look at the numbers as you talk.

355 Perfect. Okay.

356

357 **STEPHANIE ALLEN**

358 There you go.

359

360 **COUNCILMAN BARLOW**

361 Thank you. Thank you, Mayor.

362

363 **STEPHANIE ALLEN**

364 So, under the development agreement, what's proposed is the 65 mega estate lots with a

365 minimum of the two acres and the half-acre on this portion here. Should comparable and

366 compatible zoning be the – route that we go, then it will be more like 400 single-family homes,

367 is what is comparable and compatible. That's going through and doing what Chris just did, which

368 is where you have quarter-acre lots, putting quarter-acre lots next to them, when you have half-

369 acre lots, putting half-acre lots next to them.

370 And then the multi-family, comparable and compatible zoning is approximately 1,540 units, and

371 that's based on the combination of densities from One Queensridge Place, from Tudor Park, and

372 from Fairway Pointe.

373 These are the changes. You've seen this slide before, so I'm not gonna spend a lot of time on it,

374 'cause I – know we don't want to repeat what we've done at prior hearings. But we've been doing

375 this for two years. We've been working on this agreement at length for two years, because the

376 direction of this Council was that you prefer to have a holistic, universal plan, and we have done

377 that.

378 We have done that through many iterations, and those changes were not changes that were

379 requested by the developer. They were changes that were requested by the City and/or through

380 homeowners to the City. So the last iteration was based on a memo that Mr. Michael Buckley

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577 If you were to vote yes today, these are the things that can happen. You'd have a binding
578 contract for 20 years with probably the best developer in this Valley, in – our humble opinion.
579 We all know he does wonderful work. I've put it on record before, so I'm not going to repeat that
580 today. But, that corner shows you the type of work that Yohan and EHB Companies does. So,
581 you're guaranteed, if you vote yes, 20 years with him to develop beautiful homes, at the corner,
582 that's a very special location and has the ability to have something very special.
583 The universal plan that's predictable, so you'll know what you're getting for 20 years. Everyone
584 in that community will know.
585 The return of certainty to the adjacent communities, to Queensridge, One Queensridge Place,
586 Tudor Park, Ravel Court, all of those areas that we've worked with hard over the last two years
587 to make sure that we're – addressing their concerns and we're making a great community for
588 them, not just for these new property owners.

589

590 **CHRIS KAEMPFER**

591 And, if I might interject, that's the one thing that we hear continually from people who are trying
592 to sell their homes, people say, well, what's happening to the golf course? And, they go, with
593 their, honest, they say, I don't know. Now, they'll be able to say, well, behind my home is a two-
594 acre lot at a minimum. It could be higher than that, but it's a minimum two-acre lot. That's the
595 kind of certainty that will allow these home values to be regained on these homes, for those who
596 want to leave, to be able to sell at a fair, fairer price.

597

598 **STEPHANIE ALLEN**

599 The assurance, as I mentioned, that there'd be only 65 homes on 183 acres. The assurance of over
600 100 acres of open – space and vegetation that just will not come with piecemeal development.
601 That's a reality. It will not happen.
602 The non-recurring revenue of almost \$20 million and \$3 million each year to Clark County
603 School District, which is part of our report that we had Restrepo Financial Group do, and it's part
604 of the record already.

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605 A financial contribution that also includes non-recurring revenue of \$17 million and over \$2.4
606 million in annual revenue to the City of Las Vegas. And the creation of over 10,000 jobs. So
607 you're gonna put people to work on this development and have some quality – homes built and
608 added to the City of Las Vegas.

609 If you vote no today, you have continued uncertainty. You'll have piecemeal development, and
610 this Council voted against piecemeal development. You asked us for two years to come to you
611 with a universal plan. We're here in good faith asking for you to vote on this project today, up or
612 down, so that we can move on and decide what to do with this property.

613 You'll have no contractual obligation by the developer. It will be whomever (sic) is developing
614 at that time. The assurance that the property may never be developed will go away, as large
615 estate lots and the vast open space and the vegetation, and the wealth migration will possibly de',
616 and possible decrease in home values will continue. As The Ridges continue to develop –, the
617 other developments in Summerlin continue to be improved, this community can potentially
618 decline.

619 So with that said, I'll turn it back over to Chris. But we've done what you've asked. We've done
620 what this Council has asked. We've worked with closely with your Staff. We've worked closely
621 with your City Attorney's office. We've made so many changes to try to get to the place that
622 we're at today.

623 Your staff recommends approval of the agreement. Your Planning Commission recommends
624 approval of the agreement. This isn't an agreement that is compatible and comparable, as Chris
625 mentioned. This is a wonderful agreement that – is a betterment for the entire community, if
626 approved. So we appreciate your consideration.

627

628 **MAYOR GOODMAN**

629 Thank you both for your efforts. And (inaudible) resolve this –

630

631 **CHRIS KAEMPFER**

632 Your Honor, I just, I, at the end of the opposition, if I could just have three to five minutes, very
633 briefly, to respond to anything, so –

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910 have, thus far, in making, I mean, you are not allowed to abstain on these things, unless you have
911 a vested interest?

912

913 **COUNCILWOMAN FIORE**

914 Okay. So, as we've been through this process, and as I've met with Mr. Binion, and I've met with
915 the developers and I've met with many, many people that live in the Badlands, and I have my
916 own issue in Ward 6 with a golf course, what I see is if we push this issue today the way that our
917 attorney, Mr. Jerbic, had, you know, given us these options, I'm just concerned with three things
918 that I spoke with the Badlands' residents with, and that's the quality of life, keeping the property
919 values, and how the construction would impede in the access.

920 Those are my three biggest concerns to make sure that the Badlands residents have. Those were
921 my three big issues, and those are the things that I gave my word on that I would fight for. And
922 as I, as a brand new Councilwoman, sit here and look at property values, especially for some
923 folks that aren't moving out of Badlands, they're staying there till they die, and they're building.
924 So with a dead golf course or with a golf course that's full of desert, with no, like what's
925 happening, those property values are not gonna come up.

926 So, if I were to vote to kill this today, I would be, basically, not committing to my obligation to
927 make sure that the Badlands property values stay up. In order for me to make sure that all parties
928 here will get along, and now this is only my second Council meeting, and we're getting up to
929 speed on this, I would definitely request 30 more days, because if we vote the wrong way today,
930 it's gonna impact your lives for the next decade or two. If we do not fix the golf course issue, if
931 we do not make the south entrance pretty, if we do not increase those property values, we're all
932 in trouble.

933 So I really think, you guys have been battling for two years, and I'm sorry, but egos aside,
934 pettiness aside, put your egos away for a minute and give us 30 days. Why? Because if the
935 developer walks away, the property values, we're done. Badlands is done. Okay? That's my
936 biggest concern.

937 My promise to the residents of Badlands was three things: keeping those property values, the
938 quality of life, and what is the construction going to, the access. How is it going to impede on my

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939 friend Jack Binion's life? So, with those three promises, I cannot today vote up or down. I really
940 request 30 days.

941

942 **MAYOR GOODMAN**

943 Okay. Councilman, I see your finger, please.

944

945 **COUNCILMAN COFFIN**

946 Thank you. My finger was twitching. Thank you. I have been the beneficiary of following this
947 for two and a half years since the first meeting I had with the developer at a coffee shop on
948 Rancho and Charleston. And, the map pretty much looks the same as it did then. There have
949 been concessions made by the developer. They are, I think, naturally occurring kinds of
950 concessions you would make when you're trying to do something.

951 The – investment base here is not a whole lot of money, actually. I know that the, they spent
952 more than \$10 million to buy this land. It was a land play, you know, basically, not knowing for
953 sure if they would get permission to build. They found a cheap piece of land, and they bought it.
954 And, that's their score, and that's a good thing, that's a good business move.

955 But you have to be careful about all those kinds of things, 'cause you do need permission to do a
956 lot of things in this Valley and you have for a century. So it isn't just like you can come in and
957 change and wow the Council and say: Well, everything is gonna move aside for us because we're
958 big and we can do this, 'cause look at the houses we've built.

959 Now it isn't that way, because the houses that are built already in there deserve consideration.

960 The people in there deserve consideration. And I know a lot of them, it's true, having grown up
961 in this town. But having grown up in this town, it also causes me to be upset, in a personal way,
962 about what, what's happened here. I gotta tell you, Mayor, that I do support some sort of
963 development agreement. I do. But not this one, though. I just can't see this one either.

964 Nine months ago, I met with the developers two times at their invitation. And I gave them what I
965 thought was a reasonable way to go, from my standpoint, to get my vote, which would have been
966 a combination building, and actually pretty high density, but because of an appearance sake, they

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967 didn't want to venture into any kind of drawings even to explore my idea. So they cast that aside
968 by just ignorance, not ignorance. I should say they ignored it or benign neglected it.

969 And, so, we had meetings at the first of the year, still no progress. Then an election came along.
970 And I had been hearing about all of the tales that the homeowners had been saying about stories
971 they'd been getting from the developer, this changes, that changes, nothing consistent, and –
972 almost like a mean character. Well, I didn't understand that either, because I wasn't the
973 beneficiary of this kind of an attitude from the developer. They were just here trying to make a
974 buck.

975 But anyway, in that meeting in November that we had, a Council meeting, I brought up, and the
976 developer was kind enough to bring up an aerial photo of this land before it was Peccole
977 property. It was natural land. It had a, some arroyos with growth in them, which meant it was
978 supporting fauna, not just the flora that was growing there, but the fauna.

979 And then you look at what the Peccole people had done, and that is, they had developed that land
980 to the fullest extent possible, preserving the desert landscape, the natural scape, the life of the
981 desert. To me, that was important, and yet it still could be developed if you paid attention to
982 some of those things that had been done before.

983 And I, this new developer scoffed at that. In fact, I think one of the developer's family (sic) came
984 up here and scoffed at me and said: Well, you have, all you care about is trees. Well, I guess we
985 could have added rabbits and squirrels of all kinds unique to the desert. We could have added all
986 kinds of life then. But that was then. Now you see they're dying, because of the, frankly,
987 inappropriate action, I think, of an ambitious developer. And I think if they curbed their ambition
988 some and got a little more friendly with the homeowners, maybe, just maybe we could get to a
989 development agreement.

990 Well, Your Honor, I got a really nice peak at the character of the developers, though, back in
991 March, when they started a slander campaign against me –, saying that I was anti-Semitic, that I
992 was, it was impossible for me to make a decision here. I, it was not possible for me to vote, and I
993 should recuse myself, because I didn't like Jews, because the developer, one of them at least, is
994 Jewish.

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1193 **MAYOR GOODMAN**

1194 All right. So what –

1195

1196 **DOUG RANKIN**

1197 So – as I truncated my presentation, and it won't be very long, Mayor, trust me, consistency is
1198 defined by your Zoning Code. Consistency, with the General Plan means not only consistency
1199 with the plan's land use and density designations, but also consistency with all policies and
1200 programs of the General Plan. It's defined by the Zoning Code what consistency is, PR-OS does
1201 not allow that density.

1202 And, finally, as I said, we – worked to be brief. The application is deficient. The development
1203 agreement requires plans for traffic to access Rampart through the Las Vegas Valley Water
1204 District. There is no agreement with the Las Vegas Valley Water District to have that easement.
1205

1206 **MAYOR GOODMAN**

1207 No, I think we know that. We know that. We have letters from them denying that.

1208

1209 **DOUG RANKIN**

1210 Pursuant to your Zoning Code, a development agreement or any development application must
1211 include all parties that are privy to that application.

1212

1213 **MAYOR GOODMAN**

1214 Yes, we do know that.

1215

1216 **DOUG RANKIN**

1217 They must sign and acknowledge the application before you.

1218

1219 **MAYOR GOODMAN**

1220 Right –.

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1221 **DOUG RANKIN**

1222 They have not done so. The application is deficient and defective. It cannot be acted upon.

1223

1224 **MAYOR GOODMAN**

1225 Thank you.

1226

1227 **DOUG RANKIN**

1228 And that concludes my presentation. I have –

1229

1230 **MAYOR GOODMAN**

1231 Give those to the Clerk. If you would (inaudible) –

1232

1233 **DOUG RANKIN**

1234 – items for the Clerk for the record.

1235

1236 **MAYOR GOODMAN**

1237 Thank you very much, Mr. Rankin.

1238

1239 **GEORGE GARCIA**

1240 Thank you, Mayor, Council. George Garcia, 1055 Whitney Ranch Drive, Suite 10. And,

1241 certainly, welcome Councilwoman Fiore and Councilman Seroka as new members to the City

1242 Council. Pleasure to be before you.

1243 Mayor, maybe I think it would help as you, after I'm done, I'm gonna get into my presentation,

1244 but – since this question has arisen about the 30-day continuance, perhaps, that you may discuss,

1245 if you – do go for it, I think it would be clear, because the discussions I heard yesterday and, you

1246 know, we had these discussions with you and Brad, one of the premises that I heard was that it

1247 would start with there's up to 2100 units where the discussion would begin.

1248 And I would think, and I know talking with my client, that if there – was ever going to be a

1249 discussion, it doesn't start with determining what the outcome is and saying, okay, you get to

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1250 discuss how you get there. I think the – discussion should start, as I think Councilman Coffin
1251 suggested, starting with where do the residents come from. You can't start at 2100, where the
1252 developer may want to end up, and then figure out how to get there. I think you have to have a
1253 discussion, and there's a process of steps and a framework where you might get there.
1254 But with that being said, this particular development agreement's, as we know, goes back to,
1255 first off, it has to be consistent, as Mr. Rankin just told you, with the PR-OS. And that PR-OS,
1256 the parks, recreational, and open space goes back and is consistent with the Peccole Ranch
1257 Master Plan. And we discussed this over the last two years, and all those documents and things
1258 associated with all the elements associated with the Peccole Ranch modifications and the
1259 Badlands applications all should be brought into the record yet once again.
1260 But referring to, this was right out, and I know you've seen this many times, but it's – critical,
1261 because it is – an important part of the record, which is, this is part of the Peccole Ranch Master
1262 Plan from 1990, when this was officially commenced and started. Two applications, one was the
1263 Master Plan, one was the zoning application.
1264 In the Master Plan, there's (sic) some specific documents and exhibits that I've pulled out here,
1265 but they're all fully in the records we've provided before. But in that is, again, the open space and
1266 drainage is clearly identified here, golf course drainage, and it refers to a golf course open space
1267 and drainage in the text as well.
1268 And was always clearly articulated that what was then initially about 212 acres allowed for
1269 absolutely no net units. In this column here, net units, and there's none. All of those net units are
1270 either single-family or multi-family in those two rows, and in this final column the net units. So
1271 there was never, ever contemplated to be residential allowed in there, let alone certainly the –
1272 hotel and commercial.
1273 That absence is basically why the City, in its General Plan Amendment in '92 said, consistent
1274 with what we've already approved in the Master Plan and in – the zoning, consistent with that,
1275 we're going to make the land PR-OS. And that has existed, and that is the history that everybody
1276 has relied on in purchasing and buying and selling property and building their homes since then.
1277 The Peccole Ranch Master Plan, this is out of the 2020 Master Plan Land Use element, this is
1278 about major modifications, and you do not have a general plan amendment to change the PR-OS,

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1279 and you do not have a major modification. But it specifically says in the southwest sector,
1280 Peccole Ranch, in this red box I identified here, is a master development plan area located within
1281 the southwest sector. And it calls it out on the map.
1282 And then it goes on to say that in order to have major modifications of master development
1283 plans, we just heard Peccole Ranch is a master development plan, so modifications of master
1284 development plan and development standards, it basically says that if you're going to modify that
1285 plan, you have to do a major modification. So not only do you need the general plan, you need
1286 the major modification. And this all goes on then further in excerpts out of the Master Plan to
1287 talk about what you need to do and how you need to do it.
1288 So while this one chart here on this other portion, where it talks about major modifications in
1289 these other special areas, Peccole Ranch is still a master development plan that requires a major
1290 modification. Even though it's not in this group category, it is in the other master development
1291 category. So, either way, it does require a major mod.
1292 The zoning – that coincides with that plan that was done in 1990 is Z-1790. And Z-1790 has a
1293 specific condition of approval. That's what we see here. This is the City's letter, City letterhead.
1294 It specifically says a maximum of 4,247 dwelling units be allowed in – this Peccole Ranch Phase
1295 II, which we call Queensridge, and Badlands is all a part of.
1296 You have an application before you already at this point that numerically, given the units that
1297 have been built in single-family and multi-family alone, already exceeds the multi-family
1298 designation allowance that was considered on that chart I just showed you and is contemplated
1299 here in this condition of approval for 4247 units. You can't alter this condition of approval
1300 without going back and changing that which was originally done. This has never been altered.
1301 That chart, the Master Plan, or this document, these are the guiding documents.
1302 And if we look at what we see today, essentially there's, what I've just showed you is the net
1303 units available under multi-family is already in the hole about 152 units. You have, pending
1304 before you, another application on the southeast corner of – Rampart and Alta, where Calida
1305 wants to be a portion, get a portion of property that, developed for multi-family. That will put
1306 you an additional 360 units in the hole for bringing up the –, basically, deficit in the multi-family
1307 category, exceeding the multi-family allowance that was in this chart by now over 500 units.

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1308 Critical to any – development agreement, let alone a project of major – regional significance, and
1309 this was contemplated by the state and by, as well as by the local ordinances, projects of
1310 significant impact, and this qualifies as a project of significant impact, it would be anything that
1311 has 500 or more dwelling units. Well, we're clearly way over 500 units.
1312 And I don't know how you can say that this is not required. There is not development impact
1313 notice and assessment. And they basically, that is absolutely required when any contemplation of
1314 development in excess of 500 units. And clearly, if we're talking whether it's 2,000, 2100 or
1315 whatever that number turns out to be, it's well over the 500 on The Two Hundred (sic) Fifty.
1316 That is still absent today and again creates that defective application.
1317 So it, and just simply in conclusion, that if you're going to ultimately get to a development
1318 agreement, this one we believe is flawed both in substance for all the reasons that are going to be
1319 discussed after I'm done, but the substance of it is flawed. But, procedurally, more important
1320 right now, I don't believe you could even consider it.
1321 So your 30 days is probably not going to be enough, because you need to get a general plan
1322 amendment, a major mod as part of the outcome of whatever, so if you don't, so whether it goes
1323 forward and gets continued or whether it's denied, and you can always restart a development
1324 agreement. There's no without prejudice necessary or with prejudice. It doesn't make any
1325 difference. It could be restarted. If you denied it today, it could be restarted tomorrow and
1326 brought back before you in short order. So, while the negotiations are going, you could certainly
1327 restart an ordinance development agreement once that's ready. Nothing would be lost. Thank
1328 you, Mayor.

1329

1330 **MAYOR GOODMAN**

1331 Thank you, Mr. Garcia.

1332

1333 **COUNCILMAN COFFIN**

1334 (inaudible)

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1362 **COUNCILMAN BARLOW**

1363 Yeah, right in the middle.

1364

1365 **MAYOR GOODMAN**

1366 Yeah. But you have to move the microphone so everybody can see.

1367

1368 **FRANK SCHRECK**

1369 If you take a look at this statute, it's unequivocal. It says the governing body may, if it finds that
1370 the provisions of the agreement, that's the development agreement, are consistent with the
1371 Master Plan, it may approve the agreement by ordinance. It has to be consistent with the General
1372 Plan. It's been shown it clearly isn't consistent with the General Plan. The General Plan has the
1373 golf course at PR-OS, has had for 25 years. And it has no residential. Now, it's proposed to put
1374 2100 residents, plus a hotel, plus commercial. That's inconsistent with the General Plan, and until
1375 you amend that General Plan to allow that type of zoning, you can't go forward with this
1376 application.

1377

1378 **COUNCILWOMAN FIORE**

1379 Your Honor –?

1380

1381 **FRANK SCHRECK**

1382 Now –

1383

1384 **COUNCILMAN COFFIN**

1385 Excuse me, Frank –

1386

1387 **MAYOR GOODMAN**

1388 Please.

1389

1390 **FRANK SCHRECK**

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1391 Yes –

1392 **COUNCILWOMAN FIORE**

1393 Hi, Mr. Schreck. Thank you so much for beginning so strongly. However, as a new City
1394 Councilwoman, what you're telling me is my staff is not advising me correctly.

1395

1396 **FRANK SCHRECK**

1397 That's exactly what I'm telling you.

1398

1399 **COUNCILWOMAN FIORE**

1400 Okay. So, with you saying that, do you find it not okay for me to ask for 30 more days of
1401 clarification?

1402

1403 **FRANK SCHRECK**

1404 If the 30 days of clarification is anything like we heard came in out of the meetings yesterday,
1405 and I think it's already been mentioned that the idea is we start from 2100 and start from a hotel
1406 and we start from commercial and that's where we start negotiating from. Where this should go
1407 back is square one, where the City helps, but doesn't interfere, and the developer and the
1408 residents get together and try to work something out. None of us believe that development can't
1409 occur. There's a process you have to go through, a major modification and a general plan to put
1410 residential on there. We all believe that something needs to take place, because we need
1411 something he has.

1412

1413 **COUNCILWOMAN FIORE**

1414 So was there any plans prior to this plan, like let's say back in the late 2000s, '08, '09 to develop
1415 this property?

1416

1417 **FRANK SCHRECK**

1418 The only –

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1448 we need a plan, and we need to fix the – development. So, is it unfair to ask for our Planning and
1449 our folks, whom I have a lot of faith in and whom (sic) have been really working hard with me
1450 day and night on this particular issue, for more time?

1451

1452 **FRANK SCHRECK**

1453 If – we start from square one, if we're not starting from – the point of which he has 2100 units
1454 and he has an, a hotel and he has 15,000 square feet of commercial with a tavern and stuff in a
1455 residential community that's been master planned for 25 years, that'll be fine.

1456 But if you think we have a lot of confidence and faith in your staff, and I'm not talking about the
1457 staff that wrote the Staff Reports for the first application in January of 2016 or the staff that
1458 wrote the Staff Report for the applications in July of 2016. Those were professional. They were
1459 thorough. They were detailed, and they all said the same thing. There is no residential that can be
1460 built on the golf course, unless you do a major modification first of our Master Plan and then a
1461 general plan amendment.

1462 Guess what happened? After that period of time, that staff got compromised or pushed out of the
1463 way.

1464 And let me show you what the final result is. If you want to know why we get angry, okay, at
1465 staff, and don't think that Mr. Jer', Mr. Perrigo should be involved in these conversations
1466 anymore, I'll say first of all, three or four days after this Council met on the 21st of June,
1467 Mr. Jerbic met with – Elaine Roesener and Jack Binion and brought to them a plan, a plot of
1468 showing the golf course that was prepared by the developer, that showed 1900 houses crammed
1469 into it and basically said: Look it, he has a right to build 2100, and if you guys kind of don't get
1470 on – board with this and do this, this is what can happen to you. And then they asked: Well, how
1471 did you get to 20 –

1472

1473 **COUNCILWOMAN FIORE**

1474 So listen, I've just gotta interrupt you, because I can see you're long-winded, so, and that's okay.

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1504 **COUNCILWOMAN FIORE**

1505 That's not what they've told me. They said they want it fixed.

1506

1507 **FRANK SCHRECK**

1508 We want it fixed, but it's not going to be fixed by immediately grading and scraping the golf

1509 course away. There is – no obligation in that development agreement for this developer to build

1510 one single thing in a 20-year period, not an obligation to build anything, but he will go grade it.

1511 And so we'll not only have, we won't the dirt. I mean, we won't have the grass there. We'll have

1512 dirt. And we'll have graders, and we'll have dump trucks and stuff. That's, we'd rather have none

1513 of that than – just go ahead and allow this to be approved the way it is.

1514 But just tell, let me just show you why it is that we are, get frustrated and are concerned. You

1515 have a Staff Report –, Mayor, on this application right now, okay, which does not provide for a

1516 general plan amendment, which every single application that has been filed by the developer

1517 with every single one, there's seven or eight or nine all required, and all had applications for a

1518 general plan amendment and most of them with modifications.

1519 Now, they said that there's not one needed. And you look at what the Staff Report says. Here it

1520 is. I want you to, can you see this? Because I think it –, it's important for you to look. My

1521 understanding is that the staff, in doing a staff report, is to provide you with accurate information

1522 so you can make a reasoned judgment, based upon facts. That's the way I understand the system

1523 to work.

1524 Here's what they say as to basically why there is no general plan amendment in this. Now, we all

1525 know why there's no general plan amendment, because when it was determined that very

1526 possibly Councilman Beers may not win his election, they wanted to get this on the June 21st

1527 agenda, and you couldn't do that because it took 90 days to get a general plan amendment on

1528 that, would have kicked it into July. So it was coming on in June, and you know it was forced on

1529 into June. It was the only item on the Planning Commission agenda in June that was put on the

1530 following week, nothing else, just ours.

1531 But here's what this says. And this is why, if I was, used to be a Nevada Gaming Commissioner.

1532 And if I received this, I would be extremely angry. Here's what it says: Nevada Revised Statutes,

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1645 and more of this, because were I the developer, I would have packed up my marbles a long time
1646 ago and said: Here's the land. I purchased it. I'm going to go sell it. I've had it.

1647

1648 **FRANK SCHRECK**

1649 You know what, Mayor? You know what my response, 'cause I've had this question asked a lot,
1650 and a lot of my neighbors that we've said —

1651

1652 **MAYOR GOODMAN**

1653 And what's the end? They want to know what's the end.

1654

1655 **FRANK SCHRECK**

1656 The answer – is real simple. They don't want 2100 units of density. They don't want a hotel.

1657 They don't want 15,000 square feet of residential. We don't know if these other sites will ever be

1658 built, the 65. There are seven sites left right now that have been there for 10 years or more that

1659 aren't developed. So we don't know. And especially with the competition that's now The Ridges

1660 and the other places. So –

1661

1662 **MAYOR GOODMAN**

1663 And what's happening to golf courses everywhere is they are moving on to other types of

1664 development. I'm concerned, were I a resident, what's coming. At least we've been working so

1665 hard to try to bring this about so it does satisfy, and I do hear from our Councilwoman and tend

1666 to agree with that –

1667

1668 **FRANK SCHRECK**

1669 We – (inaudible) agree with that –

1670

1671 **COUNCILWOMAN FIORE**

1672 Mayor, you know what? I know that you're in charge of the time, but I've heard enough. I get it.

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1757 You are telling us the whole thing's flawed and get rid of them, and so that's your opinion. And
1758 it may end up with that, which means all the residences, who knows what you're going to have in
1759 5 years, 10 years, 20 years, 30 years; it may just sit like that because of all the lawsuits that sit on
1760 the property. And if I were a developer, I can assure you, it would not be the piece I want to
1761 come in and develop. So, I'm just speaking to you from that perspective, which is why I begged
1762 for legal to stand back one month and let us try.

1763

1764 **FRANK SCHRECK**

1765 I'm talking about – it being a homeowner. I don't mind development. It has to be reasonable
1766 development that works within that community. Twenty-one hundred –

1767

1768 **MAYOR GOODMAN**

1769 But that's for the next step.

1770

1771 **FRANK SCHRECK**

1772 Well –

1773

1774 **MAYOR GOODMAN**

1775 That's the next step. If he's gone, start again, and you find the developer that's going to do it your
1776 way. Do it. I'm all for it.

1777

1778 **FRANK SCHRECK**

1779 But what, if we're gonna have these discussions in the 30 days, do we start at 2100? Is that what
1780 we do, that's the minimum?

1781

1782 **MAYOR GOODMAN**

1783 What I'm saying is there's (sic) two ways to go about it, which I think Councilwoman was kind
1784 enough to articulate. We were saying you, both sides, continue to work, knowing what the future
1785 will hold, what's Christmas future here, or take the best, and I'm not saying it won't be flawed,

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2153 **DINO REYNOSA**

2154 I will. I definitely will.

2155

2156 **MAYOR GOODMAN**

2157 Thank you.

2158

2159 **DINO REYNOSA**

2160 Thank you.

2161

2162 **MICHAEL BUCKLEY**

2163 Good afternoon, Mayor and Council people. My name is Michael Buckley, 300 South 4th Street.

2164 I have some documents that I want to put in the record, some analysis. One also is a copy of the

2165 Regional Open Space Plan that was approved by the Southern Nevada Regional Planning

2166 Commission in July 2006, which addresses washes, natural washes. And also, I – found this,

2167 which I thought was interesting. Down in Naples, Florida, there was a concern because of this is

2168 happening to other golf courses. And, as you know, this is not just the Badlands, this is other

2169 places in Las Vegas and – Henderson as well.

2170 In – Naples, the Board of County Commissioners put a six-month moratorium on any

2171 conversions until they studied it, and they actually came up with a separate ordinance to deal

2172 with golf course conversion. So there's just an article about this, and there was an actual

2173 ordinance adopted in Collier County.

2174 Let me, my points are a couple things. Number one is I don't think 30 days gets you anywhere,

2175 because you still need a general plan amendment. And this City Council, you will remember,

2176 actually the developer withdrew their General Plan Amendment last November without

2177 prejudice, and the City Council also denied a general plan amendment back in June for the 166

2178 acres. So, actually, under the City Code, you can't come back for another general plan

2179 amendment for another year after a denial.

2180 But, anyway, I think the 30 days without a –, an acknowledgement that you need a general plan

2181 amendment, it doesn't – work. Mr. Kaempfer mentioned comparable and compatibility, but you,

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2182 that's really irrelevant, unless you have the general plan amendment. This – property is PR-OS,
2183 as – it's been said.

2184 And, I think, one of the things, the City Council, the staff says, well, this is compliant because it
2185 is a walkable community. What that really, I mean, walkable is something that can be created.
2186 What this proposed Development Agreement is doing is wiping out a natural wash area. It is a,
2187 an arroyo. There are policies in the City Master Plan. The – actual, the design of Queensridge,
2188 according to the Master Plan, the design of the golf course has been instrumental in preserving
2189 the natural character of the land and controlling drainage through the property.

2190 In the Conservation Element of the City Master Plan, the City should continue to work with
2191 CCRFCD developers and other entities to ensure that natural washes are preserved and that
2192 drainage facilities are utilized as recreational and/or conservation areas where feasible. None of
2193 that is in this. This doesn't even acknowledge the fact that this is a natural drainage area.

2194 And not only does the Development Agreement permit, authorize 2,000 residential units within
2195 this area, that has been there since, as Councilman Coffin said, one of our first meetings since
2196 before Columbus, the development agreement actually permits the developer to pull grub and
2197 clearing permits and demolition permits right now, as soon as this is done, before there is
2198 approval of the master traffic study, before approval of the master sewer study, before approval
2199 of the master drainage study. This not only violates the Master Plan, but that's dangerous in a
2200 flood zone.

2201 I think the other thing that, one that I, being a lawyer, had to go back and look at this again,
2202 because one of the things that was, has been threatened, realistically, is that this is an R-PD7
2203 zone, and, therefore, they can build what, they can build seven and a half units per acre.

2204 According to the Univer', the Development Code, the City's Development Code, new
2205 development under the R-PD District is not favored and will not be available under this Code.

2206 That's the current code. So, if they – want to develop under R-PD7, according to the Code, that's
2207 not possible.

2208 A couple things on the, another thing, I wanted to mention –

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2261 **MICHAEL BUCKLEY**

2262 That's the, where's George? It's the – document that you have to file when you are developing
2263 500 units or more. It's a requirement, it's a statutory requirement. Sorry.

2264

2265 **DOUG RANKIN**

2266 Yeah, it's – a Development Impact Needs Assessment. Those are required on any, certain
2267 developments. It allows other entities to be noticed, like the School District and the Water
2268 District and the Health District, so that they can comment on large developments of projects of
2269 regional significance required by state law.

2270

2271 **MAYOR GOODMAN**

2272 And as, what I understand, we've had School District input and the Water District. We've had
2273 those. But the developer, going along with certain other pieces, still has to resolve those.

2274

2275 **DOUG RANKIN**

2276 But it also goes to Clark County. It goes to 17 –, I believe, 17 other entities get to comment,
2277 including the Flood Control District, which is important here. They haven't had a chance to look
2278 at this yet. That's what a Development Impact Notification Assessment does.

2279

2280 **MICHAEL BUCKLEY**

2281 Thanks. The, one of the things that I commented at – an earlier meeting was the discretion of the
2282 developer. And certainly the Development Agreement, like Skye Canyon, the discretion of the
2283 developer to build the actual development, but as in Skye Canyon, there's actually milestones for
2284 what the City is getting out of it.

2285

2286 **MAYOR GOODMAN**

2287 But Skye Canyon is 1800, new acreage with; this is infill.

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2314 **MICHAEL BUCKLEY**

2315 The, one of the things, Your Honor, the, that is not even addressed in the Development
2316 Agreement is the vacation of the easement. That is something, and – it seems to me that the
2317 easement, which is down the middle of the golf course, which is public easement recorded when
2318 this was built, the Queensridge folks are beneficiaries of that easement. That's not addressed at
2319 all in this.
2320 The, but, I think –, you know, I think, one of the things that jumps out at you in this development
2321 agreement is a developer comes in and says: I'm – going to get this for 20 years. I'm going to
2322 have the right to develop this. I'm entitled for 20 years.
2323 What the tradeoff usually is, is the City says: Well, I want X, Y and Z. There's no X, Y and Z
2324 here. There are access roads to this community, but there is nothing really that the City is getting
2325 out of this –, as somebody's mentioned.

2326

2327 **MAYOR GOODMAN**

2328 Well, and I do think a lot of that has to do with the fact we're trying to get the two sides together,
2329 and then that would be part of that movement. But the reality is that if, in fact, we could get the
2330 sides together, then hopefully with the give and take, the residents will get behind we want to
2331 move this forward, where are the areas that we can help on easements, on different things, so it
2332 becomes one unified vision for the entire property, maintaining the property value of the owners
2333 of the properties that live out there in Queensridge. And if, in fact, it doesn't work, it doesn't
2334 work, and that's what I am hearing loud and clear. It's not gonna work, and so the developer is
2335 gone. And – then whata (sic) you have?

2336

2337 **MICHAEL BUCKLEY**

2338 I think, just to conclude, Your Honor, I think, I –, from what I hear, there isn't this thing that it's
2339 not gonna work. What I hear is that it has to be the right process, and so far there has not been
2340 the right process. There needs to be a general plan amendment and a major modification, and
2341 there are processes for that to work. And -

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2371 project of regional significance, which then defers to the Definition section of our Code, which
2372 also is wrapped up with the language of unless a general plan amendment rezoning or mapping
2373 action would exceed the unit threshold, the Development Agreement is neither of those
2374 applications.

2375

2376 **MAYOR GOODMAN**

2377 Thank you. Important information.

2378

2379 **SHAUNA HUGHES**

2380 Hi, Mayor, members of the Council, Shauna Hughes, 1210 South Valley View, Suite 208. I
2381 represent the Queensridge HOA and have a very few (sic) brief comments. I appreciate what
2382 you're trying to do, I do. And as you know, as I've stated it before, I believe there is a deal to be
2383 made. I have always believed there's a deal to be made. And – although I am an extraordinarily
2384 patient woman, normally, I'm kind of out at this point with patience, because I have gone to
2385 meeting after meeting after meeting at your direction, actually, and no progress was made.

2386

2387 **MAYOR GOODMAN**

2388 And we do thank you. We do thank you.

2389

2390 **SHAUNA HUGHES**

2391 And no progress was made. And I had hope of, had high hopes, actually, that progress would get
2392 made, but it didn't. So, I'm never gonna say never. I would never walk away from a negotiation,
2393 but it's been a frustrating experience to this point. And – there's one key factor here that we
2394 almost gloss over, and I wanna focus back on it, and that issue is density.
2395 I'm gonna give you just a couple of numbers to put into – perspective my issue on density. The
2396 Orchestra Village, which is the project you approved not too long ago, adds 435 multi-family
2397 units on 17.49 acres, for a density of 24.87. Queensridge Tower, the new, the one that's not built
2398 yet, has an entitlement to 385 units on 19.7 acres for a zoning designation of 19.54. Tivoli has

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2399 apartments, 300 approved on 28.43 acres, which is a density of 10.55. Calida just recently got
2400 approved across the street for 360 multi-family units on 15 acres, for a density of 23.08.
2401 What this developer is asking for just, and I'm trying not to bore everybody to sleep here, but
2402 there's some context I think that's necessary, they're asking for 1,684 additional multi-family
2403 units on 47.58 acres, for a density of 35.39. That is not compatible or even close to the next
2404 lowest density down at 24; 35.39 multi-family units per acre is what is being asked for. That has
2405 been the problem from day one. That continues to be the problem today, and it is the problem
2406 that was not addressed in any of the negotiations that I personally attended when the unit count
2407 was that, basically, just not open for discussion.
2408 And I know from my conversations with Brad that he has attempted to push the limit on
2409 lowering the multi-family unit count and, to no success. Actually, just the answer is no. Well,
2410 what kind of a negotiation is that? This is our concern and this is why. Not, we're not concerned
2411 out of the blue; we're concerned because it doesn't go with anything in this area at all.
2412 Plus, right now, you've got 1,480 multi-family units in that area approved. Adding 1684 leaves
2413 us with 3,164 additional multi-family units in a very, very small area of property. That is a
2414 ridiculously large number of multi-family units for, not only for this area, honestly, for any area.
2415 And – as much as I would love to keep working on this for 30 days, and I will from the beach,
2416 however, we've got, we can't, I just can't, I can't continue charging my clients to go to a meeting
2417 where I say, again, the multi-family unit count is excessive, to be told, too bad, we have to have
2418 it. This is not my idea, I don't think anybody's idea of good faith negotiations. And I'm not
2419 accusing anybody of not acting in good faith, I'm just trying to put out my frustration about what
2420 has not occurred to date.
2421 There are portions of the proposal that people do like, that people could embrace. There are
2422 portions that, with some more detail, might be embraceable. These numbers are never
2423 embraceable. They're impossible to embrace at this level. It'll change the entire character and
2424 community of that neighborhood, and the surrounding neighborhood, for that matter. To say
2425 nothing of what it will do to the schools. The traffic will be a nightmare. And I know the going
2426 theory is throw some money at it, we can fix the streets. But there's no money to throw, and the
2427 money that needs to be thrown is not being required of the developer who's creating the need.

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2428 This business of not getting the Water District easement and that having been known for a year
2429 and without it your own traffic people say this Development Area 2 and 3 can't be built, what has
2430 this been about? What kind of game has that been? It feels very, very, it feels very problematic to
2431 me. And I'm not gonna, even though I'm a lawyer, I hate to admit it at this particular meeting,
2432 but, I'm not gonna go over the procedural details, which are legend, honestly.

2433

2434 **MAYOR GOODMAN**

2435 Thank you.

2436

2437 **SHAUNA HUGHES**

2438 But I'm telling you —

2439

2440 **MAYOR GOODMAN**

2441 We do thank you for working, and I know you've done it genuinely and selflessly of time too,
2442 and we're very grateful for that.

2443

2444 **SHAUNA HUGHES**

2445 Well, only because I really thought, and I continue to think, there is a wonderful opportunity
2446 here. But throwing 1684 apartments into this existing Queensridge is not the answer, and it's
2447 never gonna be the answer. So, if there isn't a legitimate basis upon which to discuss that, I don't
2448 know where we go.

2449

2450 **MAYOR GOODMAN**

2451 Thank you. There's a point of clarification. Councilwoman Fiore.

2452

2453 **COUNCILWOMAN FIORE**

2454 Yes. So, as we go back and forth and as I hear the attorneys talk about how our staff doesn't
2455 know what they're talking about, I also am hearing that the flood, I want the point of clarification
2456 on the flood zoning, because, as people watch the City of Las Vegas City Council and they're

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2457 thinking, oh my God, this contractor is gonna build in a flood zone. Can you clarify that last
2458 statement? Because I believe they have to go through a big process and get approved.

2459

2460 **BART ANDERSON**

2461 Yes, Mayor, through you, Bart Anderson, Public Works. No construction can occur in a FEMA
2462 flood zone without first applying to FEMA for what's called a letter of map revision to have that
2463 area removed from the flood zone.

2464 Beyond that, any drainage easement, whether it's FEMA or not, if the City owns a drainage
2465 easement, you can't put any structures, any habitable structures of any kind in it without first
2466 vacating that easement, and in order to do that, you have to have a drainage study showing where
2467 the water is going and what you're gonna do with it.

2468 We do have requirements in the Development Agreement that they do those things before any
2469 construction activities can happen. So, I guess I'm a little bit at issue with what was said, that
2470 they could go and build in a – drainage easement. They can't.

2471

2472 **MAYOR GOODMAN**

2473 Cannot. Thank you.

2474

2475 **SHAUNA HUGHES**

2476 Thank you, Mayor.

2477

2478 **MAYOR GOODMAN**

2479 Thank you so much.

2480

2481 **FRANK PANKRATZ**

2482 Mayor, Frank Pankratz, 9103, Number 801, Alta Drive. It's really hard to sit here. The staff had
2483 worked for two and a half years, meeting with us weekly to come up with the agreement. The
2484 neighbors didn't like it. We got their input. Mr. Jerbic, Mr. Perrigo met with the neighbors. They
2485 came back. We made changes, changes, changes. We went through Mr. Buckley's 40, plus 41

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2740 **RICK KOST**

2741 Because my view is maintained. The uncertainty on property values is, I'm gonna have a bunch
2742 of homes living behind, and they don't know how many. That seems to be the question that
2743 people ask, not because the water is turned off. Even though it's unsightly, on/off.
2744 But Mayor, I want to hold you to one thing you said a long time ago. When this meeting and this
2745 all comes together that the HOA or the people living there get to vote on it, and you wanted a
2746 high consensus, I remember 80, 85 percent coming off your list, I hold you to that. No matter
2747 what we have, that the residents get to vote and give you, the people that live there, not the
2748 different wards, not the different areas, but the people that live in Queensridge get to vote on
2749 this, get their opinion.
2750 All of you have great opinions and weigh in, are concerned of property values and taxes, and
2751 that, but the residents should vote. This is a development inside a development with its own
2752 HOA. It's a strange bird that everybody's at odds with.

2753

2754 **MAYOR GOODMAN**

2755 Yes, (inaudible) –

2756

2757 **RICK KOST**

2758 But you said and everybody's trying to speak for us. I'm not a lawyer. I'm a resident that's been
2759 there a long time. And I assure you there's a lot of different opinions. We're as diverse as this
2760 Council is.
2761 But the one thing is true. I still have my view, and I'd like to keep that view as best I can or
2762 minimize it, or at least have the opportunity to put a vote down as one person out of a thousand
2763 and give my opinion, because that's really what I think you want in a final analysis, the people
2764 that have to live with this development, not the ones building it, the ones that have to live there.

2765

2766 **MAYOR GOODMAN**

2767 Well, my hope is that with Councilman Seroka, that he would know your feelings, and that's
2768 what we've all been inundated with emails, phone calls, visits. And so my sense is, but I keep

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2853 **COUNCILMAN COFFIN**

2854 Judges – have a party here too. They are a party. They have calendars. They may not want to
2855 change their calendar. It may not fit with all the other cases they've gotta handle. There's a good
2856 chance that we might talk all about it here, and it doesn't do any good.

2857

2858 **RONALD IVERSEN**

2859 Hi.

2860

2861 **MAYOR GOODMAN**

2862 Hi there.

2863

2864 **RONALD IVERSEN**

2865 Mayor Goodman and City Council members. My name is Ron Iversen, 9324 Verlaine Court in
2866 Queensridge. I'm the Treasurer on our Association's Board of Directors. And I have several
2867 comments from our – Board.

2868 First, we would ask for a denial of the current Development Agreement, or, at the very least,
2869 continuance of the development agreement crafting process. As outlined by our lawyer, the
2870 Development Agreement still contains real concerns of the Queensridge community and is not
2871 mature enough yet to represent a comprehensive agreement to last for the next 20 years.

2872 Second, the Board has met with the developer and Brad Jerbic on several occasions and believes
2873 it is the best conduit of information to and from the entire Queensridge community in this
2874 development agreement process. We have several resident groups that have met with Brad Jerbic
2875 to voice their concerns, discuss viable options. We only see the concerns of Tudor Park partially
2876 addressed in the current Development Agreement, not Ravel Court or Fairway Pointe or others.

2877 Third, and this is hopefully something that will be nice to, for you to hear. Third, we have
2878 developed a community survey, ready to release this week, that would address the key concerns
2879 of our community, and we would like time to – receive quantitative information and community
2880 input to provide to the City to aid the development agreement process.

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2881 These concerns include total density cap, density distribution, development in Development
2882 Area 3, perimeter landscaping before development construction, maintenance of the golf course
2883 during development construction, and if I may add, please get the water turned back on, it looks
2884 horrendous, development of site security because the developer still doesn't have a security
2885 concern in place, use of Queensridge entrances and land and roads, and then flood plain impact.
2886 We are very aware of the importance of the Development Agreement to our property values and
2887 our future in Queensridge. It's disconcerting that, to date, we've not been able to craft an
2888 agreement that addresses our, we believe, very reasonable and realistic concerns. We urge you to
2889 continue or deny the current agreement process as insufficient and continue writing an
2890 agreement that makes sense for all of us and is consistent with every development agreement in
2891 the value, in the Valley that's been approved so far. So thank you.

2892

2893 **MAYOR GOODMAN**

2894 Thank you. Would you give that list to our City Clerk? Is it legible?

2895

2896 **RONALD IVERSEN**

2897 Sure. I'd be very happy to.

2898

2899 **MAYOR GOODMAN**

2900 Thank you. And that's Mr. Iversen, Staff, Ronald Iversen. Thank you —.

2901

2902 **GORDON CULP**

2903 Councilmen and Mayor, thank you for this opportunity. My name's Gordon Culp. I'm not a
2904 lawyer. I'm a professional engineer. I've been in the consulting business for 50 years, plus, and a
2905 Queensridge resident for the last 19 years. And I promise I won't repeat anything that I've
2906 presented in any past meetings.

2907 You know, on June 21st, the action that this Council took on the Development Agreement was to
2908 abey it for six weeks. We assumed that one of the purposes was for further discussions and
2909 negotiations and a revised Development Agreement issued with time for careful review by the

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2910 public. Well, this didn't happen. In fact, the Development Agreement has been undergoing
2911 constant change in the last week.
2912 Now we've been paying particular attention to the Ravel Court issues, because that's where we
2913 live, and we worked with our neighbors, sort of leading that group in addressing our concerns.
2914 And in the course of the last week, we've seen several versions of the Development Agreement
2915 posted by the City. One, there would be a 75-foot no-build zone and a 75-foot transition zone
2916 behind our houses. Or, two, there'd be a no-build zone of 105 feet. Or, three, there's going to be
2917 one 2-acre lot.
2918 And based on what the presentation was today, we assume, although the City has posted all three
2919 options, the developer is proceeding with the one two-acre lot approach. And that's why I'd like
2920 to spend just a couple minutes reviewing what that means to us as residents.
2921 These are the current views from the five homes that are in question. And what the developer
2922 originally proposed in one of the proposal's exhibits posted this week online, here are the –
2923 homes on Ravel Court that are the subject of the discussion, was multi-story condos that would
2924 be, loom 35 foot (sic) above the floor slab elevations of these homes.

2925

2926 **MAYOR GOODMAN**

2927 Excuse me. Where are the – Ravel Court homes?

2928

2929 **GORDON CULP**

2930 Right here, these homes.

2931

2932 **MAYOR GOODMAN**

2933 Okay. Thank you.

2934

2935 **GORDON CULP**

2936 You can see that they would be looking at a solid wall of condos. There's a slight break in
2937 between these two. And, these are about 50 feet in total height and about 35 feet above the slab

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2938 of the homes. It's a pretty imposing view. In fact, we've attempted to represent that in this
2939 picture.

2940 And let me just explain briefly how the picture was made before anybody gets concerned about
2941 the representation here. We took some photos of some existing condos that are higher than 35
2942 feet. So we cut a section out of the middle and we used the height of the windows, which are 60
2943 inches to get us the vertical scale. So this represents 35 feet above the ground elevation at the
2944 home. This is a view of 70, that condo complex 75 feet away. Compare that to the current view,
2945 and you tell me that's compatible and complementary. It's devastating.

2946 The two-acre proposal that is apparently before us, is shown here. Here are the five homes on
2947 Ravel. One's actually on Pont Chartrain. These are the five homes, right at the corner. Originally,
2948 there was a 75-foot build, no building zone and a 75-foot transition zone. The one acre, one 2-
2949 acre lot happens to correspond exactly to the dimensions of those two zones or within a few feet.

2950 So, there's really, it didn't provide us much relief over what we had to start with.

2951 This is what the condos would look like. At that distance, they're still pretty imposing. Now,
2952 there would be vegetation between here and there, and there would be a development, one estate
2953 lot developed between here and there. But behind us, or, the complex that has 1669 rental units.
2954 So planting the trees, it's a little bit like putting the lipstick on a pig. The big problem is behind
2955 there. We got 1669 renters suddenly in the middle of our backyard.

2956 We approached the developer. We sort of liked the two-acre concept. They'd give us two 2-acre
2957 lots, so we'd actually get some relief from the condos. That was immediately and adamantly
2958 rejected. So, if we had that, it would make a big difference, because that would put the condos
2959 about 300 feet away, which now becomes a little less overwhelming. We'd rather have them 500
2960 feet away so that Development Area 3 was just open behind our houses, but we did agree that we
2961 would accept the two 2-acre lots.

2962 And that, that's the last we heard. Since June 21, we've had no contact from the City, no contact
2963 from the developer, and we got a development agreement in front us, which we don't even know
2964 which one it is. We've got three of them in front of us and posted this week. So we would urge
2965 that this current Development Agreement be denied.

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2966 **MAYOR GOODMAN**

2967 Thank you –, Mr. Culp.

2968

2969 **ANNE SMITH**

2970 I'm Anne Smith, also of Ravel Court, and I appreciate the opportunity to talk here. Ravel Court

2971 has worked so hard in good faith over the last 18 months. We've been at every meeting, and I'm

2972 sure you're sick of seeing our faces, but we've been here, and we've worked with Brad to create

2973 reasonable options. The reason we're back today is because the developer has rejected each and

2974 every one of them, as Gordon mentioned, and that includes that two-acre lot.

2975 Multi-stories (sic) condos behind our lots, there's nowhere else in Development Area 4 that that

2976 occurs. We don't understand, really, why there's a, when we heard today that the lack of

2977 consensus is being blamed on all the attorneys. There's (sic) no attorneys been telling Ravel

2978 Court what they can and can't do. And from experience with this negotiation, we've learned very

2979 quickly that the decision maker is Yohan Lowie. It's not the attorneys. So, the attorneys are not

2980 influencing what's happening in terms of negotiations on Ravel Court.

2981 The issue is really that the developer took a calculated risk on this property and now demands

2982 this high density to make his desired numbers pencil out. The City Council should be dictating

2983 the density, that's compatible and complementary, as we, everybody's been talking about. Putting

2984 over 1600 units, rental units at that, on Development Areas 2 and 3 adjacent to Ravel, Tudor

2985 Park, and Fairway Pointe in a, it's neither compatible nor complementary.

2986 But, in general, we're just really so tired and we're, of all of this. We've lost faith and belief in

2987 the process and the fact that we could even, over the next 30 days even come to something on

2988 this fatally flawed agreement. I don't see how it can be modified enough to work with this high-

2989 density that they're demanding.

2990 And so we are urging, and I am –, we're pleading – here to deny it today, because, even with the

2991 30 days, it's starting point is with the same high-density, and that's not worked under (sic) the last

2992 weeks. It's not worked over the last 18 months. And I can't see the developer moving enough to

2993 make it worth it. So we're asking you to deny it today and start over and not abey it any further.

2994 Thank you very much.

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2995 **MAYOR GOODMAN**

2996 And if that happens, they may be gone, and then you need a new developer to come in to start all
2997 over.

2998

2999 **ANNE SMITH**

3000 And, you know, each developer is a different kind of personality –

3001

3002 **MAYOR GOODMAN**

3003 Without question.

3004

3005 **ANNE SMITH**

3006 – and not perhaps as rigid as this one.

3007

3008 **MAYOR GOODMAN**

3009 Well, and that may be where you end up.

3010

3011 **ANNE SMITH**

3012 It may be. And it couldn't get much worse.

3013

3014 **MAYOR GOODMAN**

3015 Okay. Thank you – for coming by.

3016

3017 **ELISE CANONICO**

3018 Good afternoon, Mayor, and City Councilmen. I am Elise Canonico. I reside at 9153 Tudor Park

3019 Place. I'm speaking as Vice President of the Board for Queensridge on behalf of Tudor Park

3020 residents and as a homeowner.

3021 For the record, the spectacular view that we have enjoyed for the past 10 years is what kept us

3022 extremely happy in Queensridge. I lived for this view. Needless to say, that happiness was

3023 stripped from us when the developer purchased the golf course and threatened to shut the water

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3024 off. The homeowner living on the golf course, the homeowners living on the golf course in
3025 Tudor Park Place paid a lot premium of \$100,000. Now, in exchange for our once spectacular
3026 views and open space, the developer is opening, offering us 20 feet of land, which is the best of
3027 the worst case scenario.

3028 We all believe Phase III of this Development Agreement should be eliminated as this is way too
3029 much high-density for our community and all our surrounding neighbors. This is actually
3030 unheard of, for one person to be able to put 3,000 plus residents through the torment that he has
3031 put us all through for the last two years.

3032 Please say no to the high density behind Tudor Park, behind the homes of Ravel Court and
3033 Fairway Pointe. Please say no to the 2,000, plus, units that are not compatible to the Queensridge
3034 community.

3035

3036 **MAYOR GOODMAN**

3037 Thank you.

3038

3039 **ELISE CANONICO**

3040 Thank you.

3041

3042 **BOB PECCOLE**

3043 I'm Bob Peccole, 9740 Verlaine Court. I am an attorney. I have two cases against the applicant
3044 sitting in the Nevada Supreme Court, and one in district court. And I am not going to get
3045 involved with a 30-day moratorium, because I have no control over that.

3046

3047 **MAYOR GOODMAN**

3048 Thank you.

3049

3050 **BOB PECCOLE**

3051 I'd like to point out a couple things. Councilman (sic) Fiore had mentioned some concern about
3052 the flood drainage control system. I would like to point out to the City Council that the flood

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3053 drainage control for Queensridge is represented in three different recorded documents. One is an
3054 onsite drainage agreement that was entered into on June 12th, 1995. What it did is it granted an
3055 80-foot wide easement, which was for flood drainage control, all the way through the first 18
3056 holes of the Badlands Golf Course. That is a recorded document, and I have the book number
3057 and the instrument number cited, which I will give to you.
3058 There is a separate 80-foot wide City of Las Vegas drainage easement recorded on the 18-hole
3059 golf course, and, it was built and designed on what they call lot five, and – a the Badlands Golf
3060 Course has been designated lot five. That's how they broke it down. On March 30th, 1998, a map
3061 was recorded showing a flood drainage easement that was granted on the entire added nine holes.
3062 So that entire nine holes is subject to a recorded flood drainage easement.
3063 Now, when you were talking to your City Attorney about meeting and trying to – work these
3064 things out, one of the questions that entered my mind right away is: Will he follow the law in this
3065 meeting, and will it be discussed? Because, in the master covenants and conditions for the
3066 Queensridge homes, the CC&Rs, do not allow the storm drain system to be changed.
3067 And I'm citing from paragraph 5.2.4 of the 1996 CC&Rs. It says there shall be no interference
3068 with the rain gutters, downspouts, or drainage or storm drain systems originally installed by
3069 declarant. Now, declarant was Peccole Nevada. That's my family. And what they said went on –
3070 or any other interference with the established drainage pattern over any portion of the property.
3071 And then in the last paragraph of that particular section, it says, there shall be no violation of the
3072 drainage requirements of the City, County, U.S. Army Corps of Engineers, or State of Nevada
3073 Division of Environmental Protection, notwithstanding any such approval of declarant or the
3074 Design Review Committee. What this is saying is you could not change it.
3075 Now, if you take a look at the Development Agreement that is proposed, if you look at Page (sic)
3076 15, 36 and 37, it's giving the applicant the – authority to go ahead and change, which they cannot
3077 do. So if you practice law, and if you don't want to be bound by – law, of course, as an attorney,
3078 I would have to go into court and try to straighten it out. And that is – something you should be
3079 addressing now before you get too far into this.
3080 Another thing I'd like to discuss is the fact that Councilman (sic) Fiore and the Mayor's statement
3081 with regard to what would happen if the developer happened to walk away is faulty, for the

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3466 **DEBRA KANER**

3467 Thank you.

3468

3469 **MAYOR GOODMAN**

3470 Thank you very much for coming forward again.

3471

3472 **TERRY HOLDEN**

3473 My name's Terry Holden. I live at 9101 Alta Drive. For the past two years, I feel like I've been
3474 camped out here. I've – attended just about every Planning Commission, City Council meeting,
3475 and, from the start, I have not been against development. It's all about the right development. I
3476 get a little antsy tonight, when the Mayor is talking about this bird in the hand, got to do the deal,
3477 got to do the deal. I would love to play poker with you. You have all your cards face up. I – think
3478 I'll take that one.

3479

3480 **MAYOR GOODMAN**

3481 I helped to support him in college through poker. Sorry, Osc'.

3482

3483 **TERRY HOLDEN**

3484 Well, I worked – my way through college playing cards. But anyway, if the developer walks, he
3485 walks. I've negotiated my whole life. I can't control the other side. I would like to see a deal
3486 done. I really would like to see a deal done, but I'm willing to walk away in a heartbeat.
3487 And the problem that I have, and I've heard it over and over today, Shauna Hughes stated it very
3488 well, it's density. We are talking about 2100 units. And I think Councilman Coffin touched on it.
3489 We're talking about 2100 units on the proposed development on the 70-acre parcel right now.
3490 And, again, that's 30, plus, units per the acre. The first part was at 24, and that doesn't even
3491 include the retail space and the hotel.
3492 I look at the whole property. There was 250 acres. And I'm kind of a simple guy, and realistically
3493 they bought a very, very difficult piece of property to develop, with the flood plain, the wash; all
3494 of the ground is very difficult. The reality is no one could possibly even build 500 homes in there

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3495 if they were doing single-family, two to an acre, two times 500. Let's say they got on quarter-
3496 acre. They had a thousand. They started off wanting 3200. They're up about 2,000. Realistically,
3497 in the spirit of trying to get a deal done, I would say, on that 70 acres, we should be looking at
3498 1400 units.
3499 I've talked to people at the developer's office, and they say, well, we – can't make enough money
3500 if we do that. Are we talking about developer greed or in the spirit of getting a deal done? And I
3501 think if you can't make money when you only pay \$7 million for the property, and I say only, but
3502 for the number of units, that is a token amount. They should be, if they can't make it with 1400
3503 units, they're never gonna make a dime. And in the spirit of a deal, we need to get that density
3504 down into simple terms and give them a target of 1400 units. Thank you.

3505

3506 **MAYOR GOODMAN**

3507 Thank you very much.

3508

3509 **LARRY SADOFF**

3510 Good – afternoon. My name is Larry Sadoff, and I live at 9101 Alta Drive. And I have been a
3511 resident of Las Vegas the last four and a half years, and I hope to make it my final residence.
3512 Like Councilman Seroka, I was career military. He was an aviator. I was a ground pounder. But
3513 as going through there, I've lived in 12 different states. I've lived in three places in Europe and
3514 Southeast Asia. So I've seen a whole bunch of different environments.

3515 And when I came here, and I live in the Towers, I came to live in a suburban environment. I've
3516 lived in urban and suburban. We've talked about density an awful lot. What you're doing, what
3517 we are doing if we approve this, when you take this development, with Calida across the street,
3518 you're making it higher density than any other place in Las Vegas. And I've asked several times
3519 to staff if there's any place more, and there's not. And you're making a suburban area an urban
3520 area.

3521 I've seen a lot of you up there ask detailed questions if someone wants to put a house here or this
3522 there, how is that going to affect a neighbor? How is it going to affect the neighborhood?

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3523 Making this an urban area will have a dramatic effect on the neighborhood. You're changing the
3524 culture and the fabric, and it's not compatible to the neighborhood.

3525 And I would – like to say you heard a lot of numbers there. Someone said Shauna Hughes'
3526 numbers were incorrect. We could do a fact check. Her numbers were correct. If you add these
3527 high rises or mid rises, whatever you call them, it's 36 units per acre. So I'd ask you to take a
3528 look at that.

3529 I'd also, I just, for fact check, we saw a chart in the beginning when a very good presentation by
3530 the developer, how he had gone down from 3,000 to 2,000 units. The area was never authorized
3531 3,000 units. If you take 7.49 to 250 acres, it's about 2,000 units. So basically, that's what was
3532 authorized if you were – to do that. So I would take a look at that.

3533 And, the last thing I would say, to paraphrase or to add on to what Terry Holden said. You know,
3534 we do want to make this a win-win situation. We do want development. But frankly, listening to
3535 you folks up there, I hear about, you know, we don't want to lose this developer –. If you look in
3536 the Development Agreement, there are (sic) page after page after page where he can sell any part
3537 of it piecemeal or whole to anybody he wants at any time.

3538 Now, he is a businessman at the end of the day, and he's going to make the right business
3539 decisions as you'd expect. So, if it's profitable to somebody, somebody will come there. So I
3540 think, yes, we should try in good conscience, in good face (sic) to negotiate something. But I
3541 don't think we should be held hostage that if we lose the developer, all is lost. Thank you very
3542 much, and I appreciate your time.

3543

3544 **MAYOR GOODMAN**

3545 Thank you for coming forward. Thanks for your service.

3546

3547 **LARRY SADOFF**

3548 Go Army.

3549

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3550 **DALE ROESENER**

3551 Good afternoon, Mayor Goodman and Councilwomen and men. My name is Dale Roesener,
3552 9811 Orient Express Court. And I just have a couple comments. One is just general about the
3553 density, and I – think it needs to be considered in totality, like everybody said, about the, you
3554 know, the potential condominiums across the street, any other entitlements, plus what's being
3555 asked for, because that's gonna, I – can only imagine what that's gonna be like if everything gets
3556 built down there. And – there's not even room to expand the roads. Tivoli's right up to the road,
3557 and –, unless there's a way to put a jog in there, I don't think you can – widen it.
3558 But in any event, and then I recall there was a survey done in Queensridge community, and I
3559 think 80 percent of the people that voted were concerned about the density. So I just think that,
3560 please, be sensitive to the density, if you would.
3561 And then, as far as the agreement, I spent quite a bit of time reading it. And, from a pragmatic
3562 standpoint, I – like some of the – features, you know, the two-acre lots and some of the plans if
3563 the density can be dealt with. But then, more importantly, the agreement, I felt if you try to think
3564 through it and how – is it gonna be functional and how – is the result going to be actualized, it
3565 seemed like it had a lot of open-ended areas that were subject to interpretation or incomplete.
3566 And the thing that has us here today is (sic) the – agreements that we thought we had when we
3567 bought from the Peccoles, they – were subject to interpretation. And I think, to remove all doubt,
3568 I think that agreement needs to be really, really well thought out, please, and – have all the
3569 proper language in it so that when – you , if, when you vote on it and if you approve it, that it's
3570 what everybody thinks it's gonna be. Thank you.

3571

3572 **MAYOR GOODMAN**

3573 Thank you –.

3574

3575 **GEORGE WEST**

3576 Good afternoon, Mayor, City Council. George West, 9516 Chalgrove Village Avenue.
3577 I was on the Board of Directors at Queensridge HOA for about a year, from August15 to August
3578 –, 2015, to August 2016. So, I have kind of a little personal, firsthand knowledge. I've lived in

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3990 **COUNCILWOMAN TARKANIAN**

3991 Yes. I'll stay as long as I can.

3992

3993 **MAYOR GOODMAN**

3994 Okay. Thank you. Okay. Councilman Seroka.

3995

3996 **COUNCILMAN SEROKA**

3997 Thank you, Mayor. As mentioned, this is quite a softball you've tossed me for my first major

3998 effort here, 14 days in from being sworn in, and I greatly appreciate this opportunity. So, thank

3999 you.

4000 You know, I live in the ward. I have – walked on the land, and I have met with, and I know most

4001 everybody that testified today on both sides. And I think it's important today that we understand

4002 what we're actually voting on as a Council. And I'll get to that in a minute. But, I just want to

4003 share that I have gone to school on this. I got sworn in, sworn in 14 days ago, and I have, from

4004 morning till late at night, every day of the week, except my anniversary, studied this topic, and

4005 I've worked extremely hard to understand what's before us today.

4006 And I wanna clarify, I'm not here to do anyone's bidding. Those of you that have met with me on

4007 all sides know that I have made that explicitly clear. I am here to represent what is the greater

4008 good of our residents of Ward 2 and the surrounding areas. And what's before us today will have

4009 regional impact. And we are being watched.

4010 Unlike in other parts of the state and nation, this is the first time in the City of Las Vegas where

4011 we have seen an actual plan to redevelop a golf course. There is no precedent. And the action we

4012 take today will be the precedent for the future and impact the lives of our citizens for decades to

4013 come.

4014 This agreement will have impact far beyond the Queensridge community. Adding over 2,000

4015 apartments and other commercial uses to a corner, which has already over 1400 multi-family

4016 units built or entitled would make this, as we've heard, the single most dense corner in the City

4017 of Las Vegas. You know, that sounds something more appropriate in Symphony Park or

4018 Downtown than in a suburban Summerlin.

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4019 I know we've had discussion on this, but an average of 35 units per acre is proposed in
4020 Development Area 3, which is adjacent to single-family homes. That doesn't seem to be
4021 harmonious and compatible.

4022 In this document, we, and what we are voting on today, it will affect everything from traffic to
4023 flood control to education, fire and police services, and they will all be impacted by this
4024 agreement. And I think it's critical that every member of this Council to have been able to read,
4025 understand, and agree with every single word in the document before any of us could even
4026 consider approving it. The implication of every should versus may, and versus or, or comments
4027 such as, at the sole discretion of the developer, must be understood because an interpretation can
4028 completely change an implementation.

4029 If we approve this, we will then approve an ordinance, which becomes our law. This agreement
4030 will carve in stone forever the future of not only Queensridge but the entire community. And
4031 because of this, I cannot take this lightly.

4032 I know that reviewing this document has been difficult for all of us. And I've heard it today, both
4033 of those residents and those of us on the dais, because among other things, we've seen at least
4034 three different versions in the last seven days. Exhibits appear to have been added, changed,
4035 removed, duplicated, and in meetings with staff, we found ourselves reading from different
4036 versions.

4037 Because of the changes, the confusion, no one seems to have had sufficient time to review
4038 whatever actual document it is that we are approving to the level of detail required to make a
4039 sound decision. Our residents deserve an opportunity to review, digest, and comment on such an
4040 all-encompassing and permanent agreement. They deserve better than what we have given them
4041 to date. I've consulted with a large number of experts. They include Mr. Ngai Pindell, a Harvard
4042 Law School graduate, which (sic) many of you know, a highly respected professor of law at
4043 UNLV. I've consulted with planners, other attorneys, developers, and experts in the fields of
4044 traffic, flood control, general development related fields. My understanding is that state law
4045 requires a determination whether the development agreement is in conformance with the Master
4046 Plan. If it is not, then it would require a major modification, a general plan amendment, and then
4047 it'd be followed by a development agreement, which is what's before us today.

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4048 Because we've skipped steps, we have some major issues to get through, issues that would
4049 normally have been fully analyzed through the major modification and general plan amendment
4050 process. Instead, we skipped it all and have gone right to the Development Agreement. It appears
4051 we've kind of put the cart before the horse and made our work more difficult.

4052 At the same time, I've learned in my discussions that it's customary practice for a developer to
4053 obtain entitlements before closing on a property. It is very atypical to have a case like this, where
4054 the developer chooses to move forward with a purchase without having the desired entitlements
4055 in place. I don't think it's the City's responsibility to match entitlements to financial requirements.
4056 It's the City's responsibility to ensure the proposed development is harmonious and compatible
4057 with the surrounding area.

4058 What we're talking about today is bigger than Queensridge. This action will set a precedent for
4059 every potential golf course conversion in the City of Las Vegas and possibly all of Southern
4060 Nevada. Quality of life issues, such as availability of open space, parks, little league fields,
4061 soccer fields in Wards 2 and 4, which are adjacent to each other, will all be impacted in, by
4062 adding in excess of over 3200 multi-family units and more than 7,000 future residents in just
4063 these four corners.

4064 At this time, I would like to highlight just a few example (sic) of concerns from this agreement.
4065 The Development Agreement provides no schedule or timeline and permits development at the
4066 developer's sole discretion. This allows for many risks for the City, including leaving the door
4067 open for potential transfer of interest to anyone at any time.

4068 Regarding flood control, which is a life safety issue, we know the potential resolution and
4069 engineering solutions are not yet complete or approved. And this is a large-scale effort. We are
4070 dealing with flow rates of 4,600 cubic feet per second. Imagine 4600 basketballs passing by you
4071 every second.

4072 In addition, this allows units to be built before the flood control solutions are completely in
4073 place. Additionally, in October of '16, I'll say 2016, specific, the City's Traffic Engineer wrote a
4074 letter to the applicant stating that no development with the current road structure could be, occur
4075 in Development Areas 2 and 3, unless an easement was provided by the Las Valley, Las Vegas
4076 Valley Water District.

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4077 In addition, as it's been mentioned, I've been told verbally that without that easement, no more
4078 than 1500 units can be built without their easement. I've received a letter, I – (sic) may have
4079 already been put into the record, that says they're not going to get that easement. It's not going to
4080 happen. And that makes a major portion of this agreement challenged.

4081 Other incentive items in the agreement, as briefed, are contingent upon items out of the control
4082 of the residents, one of them being the Las Vegas Valley Water District easement. It would seem
4083 that in good faith those contingent items would be part of the agreement and they would be going
4084 in – play anyway.

4085 When it comes to fire, police, medical services, the school, the Development Agreement does
4086 not address this at all in any section. The impact of public safety or schools. Public safety I
4087 understand consumes a majority of the local government expenditures. This agreement does not
4088 provide for any additional public safety resources. And over the last seven months, speaking to
4089 thousands of Ward 2 residents, crime and lack of police presence is already a top issue affecting
4090 our community.

4091 The Clark – County School District has sent a letter requesting an agreement to address the need
4092 to accommodate additional students. That should be addressed in the Development Agreement,
4093 as well, just as it has been in other similar agreements. Our schools in Ward 2, as we know, are
4094 already severely over-capacity. This is a critical issue.

4095 These are just some examples of concern. There are far too many to describe here.

4096 So, as I move toward the conclusion, I've looked at 13 recent golf course closures in
4097 communities across the country and how they're dealing with them. These include one course
4098 that closed 10 years ago in Florida, where the developer was proposing only 800 homes or so.
4099 No decision has been yet made after 10 years. We don't wanna emulate them.

4100 None of the 13 courses I studied had anything close to the number of units being considered here
4101 today. The vast majority of these cases have former 18-hole golf courses being converted to 2
4102 (sic) to 300 homes, not 2100 units at 35 units per acre.

4103 As a way to tackle the new phenomenon, we heard earlier today a, of golf course closures, a
4104 county in Florida put a moratorium on golf course conversions until they could develop
4105 appropriate policies. Maybe we should be considering doing the same.

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4106 I believe, as we've heard today from others, a reasonable and equitable development agreement
4107 is possible, but this is not it. I've worked extremely hard in my first two weeks learning all sides
4108 of the issue, the history and what needs to be done. What we need to do is do better by our
4109 citizens, including the developer. We need consistent information, thoughtful discussion and
4110 dialogue.

4111 So I considered the options. To vote yes would be putting in place an agreement where there is
4112 no agreement. Clearly, we hear that today. There is no clarity. There is consistency. In essence,
4113 we don't really know what we are agreeing to. Whoever do, however, we do know we are far
4114 from agreeing.

4115 Now, I want to ask, Mr. Jerbic, if we do vote yes, can we ever change the density that we agreed
4116 to?

4117

4118 **BRAD JERBIC**

4119 No. That's a 20-year agreement with a 5-year option, I believe.

4120

4121 **COUNCILMAN SEROKA**

4122 Could we change the location of a development once we agree to this?

4123

4124 **BRAD JERBIC**

4125 No.

4126

4127 **COUNCILMAN SEROKA**

4128 Thank you. So what we're saying is if we agree to this, we have no say. And I'm saying we don't
4129 really know what it is that we're agreeing to, and we don't have an agreement. A development
4130 agreement is a contract with, a contract; it assumes agreement.

4131 On the other hand, to vote no, no presents concerns about it's, what, next in the property, what
4132 goes next, and we've heard that discussion. However, it does bring us closure. I've heard the
4133 appeal for that, on both sides. It resets the discussion if there is going to be a discussion into the

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4134 future. It also levels the playing field for – the future and encourages a dialogue and compromise
4135 heretofore not seen.

4136 In speaking with the City Attorney, a new agreement can come back at any time, even if we vote
4137 no to this one. You just can't bring this one back for a year, but you can bring another one back
4138 right away.

4139 To abey. We've heard a lot of discussion about delaying today. A vote to abey for two weeks or
4140 even a month is an attractive option. We hope, we would hope it would allow all parties to
4141 address their concerns, and actually come to an agreement. However, it's easily argued, what's
4142 the point? It's been two years.

4143 At this point, and we've heard that length of time repeatedly today, two, two and a half years.
4144 After that period of time, you would expect an agreement to be perfect, to be no typos and
4145 everything squared away. In addition, this meeting has been on the books for six weeks.

4146 What have we done? In the, there has only been minor movement in the agreement by either
4147 party in the last seven days. So what would an abeyment (sic) do?

4148 This Council is the body to determine policy. And I think it's fair to say that this document, as it
4149 stands, whichever version we're looking at right now, is not good policy. I want to, it appears we
4150 are at an impasse. And remember, this is, we are voting on an agreement for all the marbles.

4151 There is no changing it later if we vote yes. If we were working on a major modification or a
4152 general plan amendment, that would be different.

4153 I've heard that we may need an opportunity for the community and the developer to move on.

4154 I've heard that loud and clear today. So, Madame Mayor, I would like to make a motion, and I
4155 **move to deny** this Development Agreement. And I ask my colleagues to join me in protecting
4156 this community, and respecting the developer.

4157

4158 **COUNCILWOMAN FIORE**

4159 Mayor, may I ask if Councilman Seroka would consider a motion to maybe withdraw?

4160

4161 **COUNCILMAN BARLOW**

4162 The, withdraw without prejudice?

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4163 **COUNCILWOMAN FIORE**

4164 Yeah, withdraw without prejudice.

4165

4166 **COUNCILMAN COFFIN**

4167 Who has asked that?

4168

4169 **COUNCILMAN BARLOW**

4170 That's what she's asking.

4171

4172 **COUNCILWOMAN FIORE**

4173 Yeah.

4174

4175 **BRAD JERBIC**

4176 It seems to me, and let me talk to Tom, as well. I don't know that there's really any difference. A

4177 withdrawal, since they can come back with another agreement any time, a different agreement,

4178 certainly a different agreement, maybe even this agreement, it would operate almost as the same.

4179 If it's withdrawn, it's off until somebody brings back something different, and I – can tell you we

4180 would be very disappointed if somebody tried to bring this back after there was a withdrawal,

4181 because we would expect something different, if it did come back.

4182 But that's, legally, they almost operate as the same. This would not be on the table. There would

4183 not be another vote. It would be gone until somebody proposed something else.

4184

4185 **COUNCILWOMAN FIORE**

4186 Okay.

4187

4188 **MAYOR GOODMAN**

4189 Any more comments? Because there's a motion on the floor to deny.

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4190 **COUNCILWOMAN FIORE**

4191 So if – I, this is my, I understand the motion to deny. And my biggest concern with denying this
4192 is, again, just having Badlands in – limbo. And so today this is what I heard, and I took some
4193 notes. And so you guys are not upset that you don't have a golf course, like my Silverstone folks
4194 are. My residents are upset about their golf course. You guys are upset about a contractor. Okay.
4195 And you're willing to fight for the developer to go into foreclosure so another developer can
4196 come in.

4197 That's what I heard, and as a woman with intuition, I, it kind of sounds like you have some
4198 lenders and investors and lots of dollars to take this property. And that's basically forcing the –
4199 contractor out of dollars. So, that's, I'm going to vote no on this, because I want 30 days. So if it
4200 passes, it passes. If it fails, I'm gonna come back with a motion to give us 30 days.

4201

4202 **COUNCILMAN BARLOW**

4203 Mayor?

4204

4205 **MAYOR GOODMAN**

4206 Yeah?

4207

4208 **COUNCILMAN BARLOW**

4209 I don't know what it's worth, but we've been at this for quite some time now. And I believe that
4210 we, one last ditch effort, I don't think 30 days is going to impact us. After 30, you know, come 30
4211 days from now, I may have a different feeling, in relation to where we are with this. And so, I
4212 believe, that 30 days is one last ditch effort, because I, what I really don't want is for the golf
4213 course to go down, specifically after the photos that I've seen.

4214 I used to play Badlands quite a bit. It was one of my favorite courses. And so, to see where it is,
4215 in this state right now, it can only get worse. And I just hate that the residents in this area would
4216 have to live with the golf course being in such grave despair moving forward. And so, I would at
4217 least wanna try one more opportunity for a 30-day approach. Thank you.

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4218 **MAYOR GOODMAN**

4219 And I'm going to add into that, because we have spent two years at this, and I am going to ask,
4220 after this vote, we'll see where it lands. I still believe that this is something we can work through,
4221 want those 30 days as well, and I still would ask, depending on this may pass, and I really
4222 appreciate everything you've done, your research, everything, your earnestness in this, that,
4223 Councilman Seroka, and really appreciate it. But my – hope would be that with those 30 days
4224 and then at that point asking staff to create this from what everything that they've heard, that I
4225 started with this morning or whenever it was, that we would go there.
4226 But there is a motion on the floor. The vote would be to agree with Councilman Seroka that a
4227 vote for yea is a vote to support his motion that says denial. Correct?
4228 Okay. So I am calling for the vote. Please vote.

4229

4230 **COUNCILWOMAN TARKANIAN**

4231 Madame Mayor –

4232

4233 **MAYOR GOODMAN**

4234 Yes –

4235

4236 **COUNCILWOMAN TARKANIAN**

4237 – can I just say that I would prefer to wait the 30 days, but out of respect for the person who,
4238 who's mostly involved with this, I would go for the denial.

4239

4240 **MAYOR GOODMAN**

4241 Okay. So you have to vote. Vote your yea. Okay. And, Councilman Coffin, please vote. And
4242 then I'm going to ask you to post. No, she's voting. Your comment – was?

4243

4244 **COUNCILWOMAN TARKANIAN**

4245 I would prefer – waiting the 30 days. I'm just one of those people that feels you never give up.
4246 However, he has had a lot more time to read the research, and I'm going to go on the basis of

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4247 what he recommends as the leader in that area.

4248

4249 **MAYOR GOODMAN**

4250 Oh. All right. So, please post. Everybody's –

4251

4252 **COUNCILWOMAN TARKANIAN**

4253 Oh, I do that all the time. Sorry.

4254

4255 **MAYOR GOODMAN**

4256 How do you know? Oh, because you have the vote.

4257

4258 **COUNCILMAN BARLOW**

4259 Right.

4260

4261 **MAYOR GOODMAN**

4262 And then, please post. And the motion carries.

4263

4264 **COUNCILMAN BARLOW**

4265 Yes, she has to revote.

4266

4267 **MAYOR GOODMAN**

4268 We withdraw the whole the vote? Bring it back to us and we all revote?

4269

4270 **COUNCILMAN BARLOW**

4271 No, she has it right there.

4272

4273 **MAYOR GOODMAN** Oh, you have it. Yeah. Hold back. Withdraw your vote. And the motion

4274 carries. **(Motion to Deny carried with Goodman, Barlow and Fiore voting NO.)** So the

4275 motion has been upheld to deny. And thank you all for your support and efforts and where we

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4276 are.

4277 So, we will now move, yes, please. Turn your microphone on.

4278

4279 **CHRIS KAEMPFER**

4280 If I may just please just thank staff for their hard work in this, especially Brad Jerbic and Tom

4281 Perrigo, and I appreciate what they've done.

4282

4283 **MAYOR GOODMAN**

4284 Everybody, please keep your voices down as you're going out.

4285

4286 **CHRIS KAEMPFER**

4287 They know I appreciate what they've done.

4288

4289 **MAYOR GOODMAN**

4290 Yes.

4291

4292 **CHRIS KAEMPFER**

4293 You know that the suggestion that they worked, on behalf of the developer, is insane, and it was

4294 their efforts that got it from 3,000 units to 2,000. It was their efforts that got three towers to two.

4295

4296 **MAYOR GOODMAN**

4297 Thank you. No, they work very hard.

4298

4299 **CHRIS KAEMPFER**

4300 It was their efforts that got, I mean, staff did an incredible job on behalf of the City and the

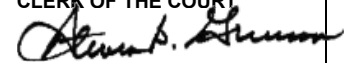
4301 neighbors. Thank you.

4302

4303 **MAYOR GOODMAN**

4304 Thank you, Mr. Kaempfer. Thank you. Thank you very much. All right. We will then move on to

EXHIBIT “XXX”



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DISTRICT COURT

CLARK COUNTY, NEVADA

180 LAND CO LLC, a Nevada limited-liability
company; DOE INDIVIDUALS I through X;
DOE CORPORATIONS I through X; and
DOE LIMITED-LIABILITY COMPANIES I
through X,

Plaintiffs,

v.

CITY OF LAS VEGAS, a political
subdivision of the State of Nevada; ROE
GOVERNMENT ENTITIES I through X;
ROE CORPORATIONS I through X; ROE
INDIVIDUALS I through X; ROE LIMITED-
LIABILITY COMPANIES I through X; ROE
QUASI-GOVERNMENTAL ENTITIES I
through X,

Defendants.

CASE NO.: A-17-758528-J

DEPT. NO.: XVI

**NOTICE OF ENTRY OF FINDINGS OF
FACT AND CONCLUSIONS OF LAW
ON PETITION FOR JUDICIAL
REVIEW**

JACK B. BINION, an individual; DUNCAN R. and IRENE LEE, individuals and Trustees of the LEE FAMILY TRUST; FRANK A. SCHRECK, an individual; TURNER INVESTMENTS, LTD., a Nevada Limited Liability Company; ROGER P. and CAROLYN G. WAGNER, individuals and Trustees of the WAGNER FAMILY TRUST; BETTY ENGLESTAD AS TRUSTEE OF THE BETTY ENGLESTAD TRUST; PYRAMID LAKE HOLDINGS, LLC.; JASON AND SHEREEN AWAD AS TRUSTEES OF THE AWAD ASSET PROTECTION TRUST; THOMAS LOVE AS TRUSTEE OF THE ZENA TRUST; STEVE AND KAREN THOMAS AS TRUSTEES OF THE STEVE AND KAREN THOMAS TRUST; SUSAN SULLIVAN AS TRUSTEE OF THE KENNETH J. SULLIVAN FAMILY TRUST, AND DR. GREGORY BIGLER AND SALLY BIGLER,

Intervenors.

NOTICE IS HEREBY GIVEN to all parties that Findings of Fact, Conclusions of Law were entered in the above-captioned case on the 21st day of November, 2018, a copy of which is attached hereto.

Dated this 26th day of November, 2018.

McDONALD CARANO LLP

By: /s/ George F. Ogilvie III
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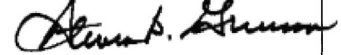
Attorneys for City of Las Vegas

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I am an employee of McDonald Carano LLP, and that on the 26th day of November, 2018, a true and correct copy of the foregoing **NOTICE OF ENTRY OF FINDINGS OF FACT AND CONCLUSIONS OF LAW ON PETITION FOR JUDICIAL REVIEW** was electronically served with the Clerk of the Court via the Clark County District Court Electronic Filing Program which will provide copies to all counsel of record registered to receive such electronic notification.

/s/ Jelena Jovanovic

An employee of McDonald Carano LLP



FFCO

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DISTRICT COURT

CLARK COUNTY, NEVADA

180 LAND CO LLC, a Nevada limited-liability
company; DOE INDIVIDUALS I through X;
DOE CORPORATIONS I through X; and
DOE LIMITED-LIABILITY COMPANIES I
through X,

Plaintiffs,

v.

CITY OF LAS VEGAS, a political
subdivision of the State of Nevada; ROE
GOVERNMENT ENTITIES I through X;
ROE CORPORATIONS I through X; ROE
INDIVIDUALS I through X; ROE LIMITED-
LIABILITY COMPANIES I through X; ROE
QUASI-GOVERNMENTAL ENTITIES I
through X,

Defendants.

CASE NO.: A-17-758528-J

DEPT. NO.: XVI

**FINDINGS OF FACT AND
CONCLUSIONS OF LAW ON
PETITION FOR JUDICIAL REVIEW**

OCT 30 2018

JACK B. BINION, an individual; DUNCAN R. and IRENE LEE, individuals and Trustees of the LEE FAMILY TRUST; FRANK A. SCHRECK, an individual; TURNER INVESTMENTS, LTD., a Nevada Limited Liability Company; ROGER P. and CAROLYN G. WAGNER, individuals and Trustees of the WAGNER FAMILY TRUST; BETTY ENGLESTAD AS TRUSTEE OF THE BETTY ENGLESTAD TRUST; PYRAMID LAKE HOLDINGS, LLC.; JASON AND SHEREEN AWAD AS TRUSTEES OF THE AWAD ASSET PROTECTION TRUST; THOMAS LOVE AS TRUSTEE OF THE ZENA TRUST; STEVE AND KAREN THOMAS AS TRUSTEES OF THE STEVE AND KAREN THOMAS TRUST; SUSAN SULLIVAN AS TRUSTEE OF THE KENNETH J. SULLIVAN FAMILY TRUST, AND DR. GREGORY BIGLER AND SALLY BIGLER,

Intervenors.

Petitioner 180 Land Company, LLC filed a petition for judicial review (“Petition”) of the Las Vegas City Council’s June 21, 2017 decision to deny four land use applications (“Applications”) filed by Petitioner to develop a 34.07-acre portion of the Badlands Golf Course (“the 35-Acre Property”). The Court granted a motion to intervene filed by surrounding homeowners (“Intervenors”) whose real property is adjacent to and affected by the proposed development of the 35-Acre Property. The Court having reviewed the briefs submitted in support of and in opposition to the Petition, having conducted a hearing on the Petition on June 29, 2018, having considered the written and oral arguments presented, and being fully informed in the premises, makes the following findings of facts and conclusions of law:

I. FINDINGS OF FACT

A. The Badlands Golf Course and Peccole Ranch Master Development Plan

1. The 35-Acre Property is a portion of 250.92 acres of land commonly referred to as the Badlands Golf Course (“the Badlands Property”). (ROR 22140-201; 25819).

...

2. The Badlands Property is located between Alta Drive (to the north), Charleston Boulevard (to the south), Rampart Boulevard (to the east), and Hualapai Way (to the west), and is spread out within existing residential development, primarily the Queensridge Common Interest Community. (ROR 18831; 24093).

3. The Badlands Property is part of what was originally the Venetian Foothills Master Development Plan on 1,923 acres of land, which was approved by the Las Vegas City Council (the "Council") on May 7, 1986. (ROR 25820).

4. The plan included two 18-hole golf courses, one of which would later become known as "Badlands." (ROR 2635-36; 2646).

5. Both golf courses were designed to be in a major flood zone and were designated as flood drainage and open space. (ROR 2595-2604; 2635-36; 4587).

6. The Council required these designations when approving the plan to address flooding, and to provide open space in the master planned area. (*Id.*).

7. The City's General Plan identifies the Badlands Property as Parks, Recreation and Open Space ("PR-OS"). (ROR 25546).

8. The City holds a drainage easement within the Badlands Property. (ROR 4597; 5171; 5785).

9. The original master plan applicant, William Peccole/Western Devcor, Inc., conveyed its interest to an entity called Peccole Ranch Partnership. (ROR 2622; 20046-47; 25968).

10. On February 15, 1989, the Council approved a revised master development plan for 1,716.30 acres, known as "the Peccole Ranch Master Development Plan" ("the Master Development Plan"). (ROR 25821).

11. On April 4, 1990, the Council approved an amendment to the Master Development Plan to make changes related to Phase Two, and to reduce the overall acreage to 1,569.60 acres. (*Id.*).

12. Approximately 212 acres of land in Phase Two was set aside for a golf course, with the overall Peccole Ranch Master Plan having 253.07 net acres for golf course, open space and

1 drainage. (ROR 2666; 25821).

2 13. Like its predecessor, the Master Development Plan identified the golf course area
3 as being for flood drainage and golf course purposes, which satisfied the City's open space
4 requirement. (ROR 2658-2660).

5 14. Phase Two of the Master Plan was completed such that the golf course is now
6 surrounded by residential development. (ROR 32-33).

7 15. The 35-Acre Property that is the subject of the Applications at issue here lies within
8 the Phase Two area of the Master Plan. (ROR 10).

9 16. Through a number of successive conveyances, Peccole Ranch Partnership's
10 interest in the Badlands Property, amounting to 250.92 acres, was transferred to an entity called
11 Fore Stars, Ltd., an affiliate of Petitioner. (ROR 24073-75; 25968).

12 17. On June 18, 2015, Fore Stars transferred 178.27 acres to Petitioner and 70.52 acres
13 to Seventy Acres, LLC, another affiliate, and retained the remaining 2.13 acres. (*Id.*).

14 18. The three affiliated entities – Petitioner (i.e., 180 Land Co., LLC), Seventy Acres
15 LLC and Fore Stars, Ltd. (collectively, "the Developer") – are all managed by EHB Companies,
16 LLC, which, in turn, is managed by Paul Dehart, Vicki Dehart, Yohan Lowie and Frank Pankratz.
17 (ROR 1070; 1147; 1154; 3607-3611; 4027; 5256-57; 5726-29). The Court takes judicial notice of
18 the complaint filed by 180 Land Co., LLC, Fore Stars, Ltd., Seventy Acres, LLC, and Yohan
19 Lowie in the United States District Court, Case No. 2:18-cv-00547-JCM-CWH ("the Federal
20 Complaint"), which alleges these facts.

21 19. Mr. Lowie and various attorneys represented the Developer with regard to its
22 development applications before the Council. (ROR 24466-24593).

23 **B. The Developer's Prior Applications to Develop the Badlands Property**

24 20. On November 15, 2015, the Developer filed applications for a General Plan
25 Amendment, Re-zoning and Site Development Plan Review to change the classification of 17.49
26 acres within the 250.92-acre Badlands Property from Parks Recreation/Open Space to High
27 Density ("the 17-Acre Applications"). (ROR 25546; ROR 25602; ROR 25607).

28 21. The 17-Acre Property is located in the northeast corner of the Badlands Property,

1 distant from and not adjacent to existing residential development. (ROR 33).

2 22. In reviewing the 17-Acre Applications, the City's planning staff recognized that
3 the 17-Acre Property was part of the Master Development Plan and stated that any amendment of
4 the Master Development Plan must occur through a major modification pursuant to Title
5 19.10.040 of the City's Unified Development Code. (ROR 25532).

6 23. Members of the public opposed the 17-Acre Applications on numerous grounds.
7 (ROR 25768-78).

8 24. On February 25, 2016, the Developer submitted an application for a major
9 modification to the Master Development Plan (the "Major Modification Application") and a
10 proposed development agreement (which it named the "2016 Peccole Ranch Master Plan") for the
11 entire 250.92-acre Badlands Property ("the proposed 2016 Development Agreement"). (ROR
12 25729; 25831-34).

13 25. In support of the Major Modification Application, the Developer asserted that the
14 proposed 2016 Development Agreement was in conformance with the Las Vegas General Plan
15 Planning Guidelines to "[e]ncourage the master planning of large parcels under single ownership
16 in the growth areas of the City to ensure a desirable living environment and maximum efficiency
17 and savings in the provision of new public facilities and services." (ROR 25986).

18 26. The Developer also asserted that it would "guarantee that the development of the
19 golf course property would be accomplished in a way that ensures that Queensridge will retain the
20 uniqueness that makes living in Queensridge so special." (ROR 25966).

21 27. Thereafter, the Developer sought abeyances from the Planning Commission on the
22 17-Acre Applications to engage in dialogue with the surrounding neighbors, and to allow the
23 hearings on the Major Modification Application and the 17-Acre Applications to proceed
24 simultaneously. (ROR 25569; 25613; 25716; 25795; 26014; 26195; 26667; 27989).

25 28. The Council heard considerable opposition to the Major Modification Application
26 and the proposed 2016 Development Agreement regarding, among other things, traffic,
27 conservation, quality of life and schools. (ROR 25988-26010; 26017-45; 26072-89; 26091-107).

28 ...

1 29. At a March 28, 2016 neighborhood meeting, 183 members of the public attended
2 who were “overwhelmingly opposed” to the proposed development. (ROR 25823-24).

3 30. The City received approximately 586 written protests regarding the proposed 2016
4 Development Agreement plus multiple e-mails to individual Council members in opposition.
5 (ROR 31053; ROR 989-1069).

6 31. In approximately April 2016, City Attorney Brad Jerbic became involved in the
7 negotiation of the proposed 2016 Development Agreement to facilitate discussions between the
8 Developer and the nearby residents. Over the course of the next year, Mr. Jerbic and Planning
9 Director Tom Perrigo met with the Developer’s representatives and various members of the
10 public, including representatives of the Queensridge HOA and individual homeowners, in an
11 effort to reach consensus regarding a comprehensive development plan for the Badlands Property.
12 (ROR 27990).

13 32. The Mayor continued to inquire about the status of the negotiations, and Council
14 members expressed their desire that the parties negotiate a comprehensive master plan that meets
15 the City’s requirements for orderly and compatible development. (ROR 17335).

16 33. Prior to the Council voting on the Major Modification Application, the Developer
17 requested to withdraw it without prejudice. (ROR 1; 5; 6262).

18 34. Several members of the public opposed the “without prejudice” request, arguing
19 that the withdrawal should be with prejudice to ensure that the Developer would create a
20 development plan for the entire Badlands Property with input from neighbors. (ROR 1077-79,
21 1083).

22 35. In response, the Mayor received assurances from the Developer’s lawyer that the
23 Developer would engage in good-faith negotiations with neighboring homeowners. (ROR 1115).

24 36. The Developer also represented that it did not seek to develop the Badlands
25 Property in a piecemeal fashion: “[I]t’s not our desire to just build 17.49 acres of property that we
26 wanted to build the rest of it, and that’s why we agreed to the withdrawal without prejudice to
27 meet [with neighboring property owners] to try to do everything we can.” (ROR 1325). Based on
28 these assurances, the Council approved the Developer’s request to withdraw the Major

1 Modification Application and proposed 2016 Development Agreement without prejudice. (ROR
2 2; 1129-1135).

3 37. The Mayor reiterated that the Council sought a comprehensive plan for the entire
4 Badlands Property to ensure that any development would be compatible with surrounding
5 properties and provide adequate flood control. (ROR 17321-22).

6 38. The Developer's counsel acknowledged the necessity for a master development
7 plan for the entire Badlands Property. (ROR 17335).

8 39. City Planning Staff recommended approval of the 17-Acres Applications with
9 several conditions, including the approval of both (1) the Major Modification Application and (2)
10 the proposed 2016 Development Agreement. (ROR 27625-26, 27629).

11 40. On October 18, 2016, the City's Planning Commission recommended granting the
12 17-Acres Applications but denying the Major Modification Application. (ROR 1; 31691-92).

13 41. The Council heard the 17-Acres Applications at its November 16, 2016 meeting.
14 (ROR 1075-76).

15 42. The Council members expressed that a comprehensive plan for the entire Badlands
16 Property was necessary to avoid piecemeal development and ensure compatible land densities and
17 uses. (ROR 1310-14).

18 43. Nevertheless, the Council and the Planning Director recognized the 17-Acre
19 Property as distinct from the rest of the Badlands Property due to its configuration, lot size,
20 isolation and distance from existing development. (ROR 1311-12).

21 44. To allow time for negotiations between the Developer and the project opponents
22 on a comprehensive development agreement, the Council held the 17-Acres Applications in
23 abeyance until February 15, 2017. (ROR 1342; 6465-6470, 11231).

24 45. On February 15, 2017, the Council again considered the 17-Acres Applications.
25 (ROR 17235).

26 46. The Developer stated that it had reduced the requested number of units from 720
27 to 435 to match the compatibility of adjacent Queensridge Towers. (ROR 17237-38).

28 ...

1 47. Based on the reduction and compatibility effort made by the Developer, the
2 Council approved the 17-Acres Applications with certain modifications and conditions. (ROR
3 11233; 17352-57).

4 48. Certain nearby homeowners petitioned for judicial review of the Council's
5 approval of the 17-Acres Applications. *See Jack B. Binion, et al v. The City of Las Vegas, et al.*,
6 A-17-752344-J.

7 49. On March 5, 2018, the Honorable James Crockett granted the homeowners'
8 petition for judicial review, concluding that a major modification of the Master Development Plan
9 to change the open space designation of the Badlands Golf Course was legally required before the
10 Council could approve the 17-Acres Applications ("the Crockett Order"). The Court takes judicial
11 notice of the Crockett Order.

12 **C. The 35-Acres Applications at Issue in this Petition for Judicial Review**

13 50. The instant case seeks judicial review of the Council's denial of the Applications
14 filed by Petitioner to develop the 35-Acre Property.

15 51. The Applications consisted of: an application for a General Plan Amendment for
16 166.99 acres to change the existing City's General Plan designation from Parks Recreation/Open
17 Space to Low Density Residential (ROR 32657); a Waiver on the size of the private streets (ROR
18 34009); a Site Development Review for 61 lots (ROR 34050); and a Tentative Map Plan
19 application for the 35-Acre Property. (ROR 34059).

20 52. The development proposed in the Applications was inconsistent with the proposed
21 2016 Development Agreement that was being negotiated. (ROR 1217-1221; 17250-52; 32657;
22 34050; 34059).

23 53. The Council members expressed concern that the Developer was not being
24 forthcoming and was stringing along neighboring homeowners who were attempting to negotiate
25 a comprehensive development plan that the Council could approve. (ROR 1305; 1319).

26 54. The Applications came up for consideration during the February 14, 2017 Planning
27 Commission meeting. (ROR 33924).

28 ...

55. Numerous members of the public expressed opposition, specifically identifying the following areas of concern: (1) existing land use designations did not allow the proposed development; (2) the proposed development was inconsistent with the Master Development Plan and the City's General Plan; (3) the Planning Commission's decision would set a precedent that would enable development of open space and turn the expectations of neighboring homeowners upside down; (4) the Applications required a major modification of the Master Development Plan; (5) neighboring residents have a right to enjoyment of their property according to state statutes; (6) the proposed development would negatively affect property values and the characteristics of the neighborhood; and (7) the development would result in over-crowded schools. (ROR 33934-69).

56. Project opponents also expressed uncertainty and anxiety regarding the Developer's lack of a comprehensive development plan for the entire Badlands Property. (*Id.*).

57. The Planning Commission did not approve Petitioner's application for the General Plan Amendment, which required a super-majority vote, but did approve the Waiver, Site Development Review and the Tentative Map applications, subject to conditions as stated by City Staff and during the meeting. (ROR 33998-99; 34003).

58. After several abeyances (requested once by City Planning Staff and twice by Petitioner), the four Applications for the 35-Acre Property came before the Council on June 21, 2017. (ROR 17360; 18825-27; 20304-05; 24466).

59. The objections that had been presented in advance of and at the Planning Commission meeting were included in the Council's meeting materials. (ROR 22294-24196).

60. As had occurred throughout the two-year history of the Developer's various applications, the Council heard extensive public opposition, which included research, factual arguments, legal arguments and expert opinions. (ROR 22205-78; 22294-24196). The objections included, among others, the following:

- a. The Council was allowing the Developer to submit competing applications for piecemeal development, which the City had never previously allowed for any other developer. (ROR 24205).

1 b. The Applications did not follow the process required by planning
2 principles. (Report submitted by Ngai Pindell, Boyd School of Law professor of
3 property law, ROR 24222-23).

4 c. The General Plan Amendment application exceeds the allowable unit cap.
5 (ROR 24225-229).

6 d. The Developer failed to conduct a development impact notice and
7 assessment. (ROR 24231-36).

8 e. The Applications are not consistent with the Master Development Plan or
9 the City's General Plan. (ROR 24231-36).

10 f. The design guidelines for Queensridge, which were approved by the City
11 and recorded in 1996, reference the golf course, and residents purchased property
12 and built homes in reliance on that document. (ROR 24237-38).

13 g. The Applications were a strategic effort by the Developer to gain leverage
14 in the comprehensive development agreement negotiations that were ongoing.
15 (Queensridge HOA attorney Shauna Hughes, ROR 24242-44).

16 h. Security would be a problem. (ROR 24246-47).

17 i. Approval of the Applications in the absence of a comprehensive plan for
18 Badlands Property would be irresponsible. (ROR 24254-55).

19 j. The proposed General Plan Amendment would approve approximately 911
20 homes with no flood control or any other necessary requirements. (ROR 24262).

21 61. After considering the public's opposition, the Mayor inquired as to the status of
22 negotiations related to a comprehensive development agreement for the entire Badlands Property.
23 The City Attorney responded that no agreement had been reached. (ROR 24208-09).

24 62. The Developer and its counsel represented that only if the Council approved the
25 four Applications would it then be willing to negotiate a comprehensive development agreement
26 and plan for the entire Badlands Property. (ROR 24215, 24217, 24278-80).

27 63. The Council voted to deny the Applications. (ROR 24397).

28 64. On June 28, 2017, the City issued its final notices, which indicated that the

Council's denial of the Applications was "due to significant public opposition to the proposed development, concerns over the impact of the proposed development on surrounding residents, and concerns on piecemeal development of the Master Development Plan area rather than a cohesive plan for the entire area." (ROR 35183-86).

65. The Petitioner filed this petition for judicial review to challenge the Council's denial of the Applications.

66. Petitioner has not presented any evidence to the Court that it has a pending application for a major modification for the 35-Acre Property at issue in this Petition for Judicial Review.

II. CONCLUSIONS OF LAW

A. Standard of Review

1. In a petition for judicial review under NRS 278.3195, the district court reviews the record below to determine whether the decision was supported by substantial evidence. *City of Reno v. Citizens for Cold Springs*, 126 Nev. 263, 271, 236 P.3d 10, 15-16 (2010) (citing *Kay v. Nunez*, 122 Nev. 1100, 1105, 146 P.3d 801, 805 (2006)).

2. "Substantial evidence is that which a reasonable mind could accept as sufficient to support a conclusion." *Id.*

3. The scope of the Court's review is limited to the record made before the administrative tribunal. *Bd. of Cty. Comm'rs of Clark Cty. v. C.A.G., Inc.*, 98 Nev. 497, 500, 654 P.2d 531, 533 (1982).

4. The Court may "not substitute its judgment for that of a municipal entity if substantial evidence supports the entity's action." *Id.*

5. "[I]t is not the business of courts to decide zoning issues... Because of the [governing body's] particular expertise in zoning, courts must defer to and not interfere with the [governing body's] discretion if this discretion is not abused." *Nevada Contractors v. Washoe Cty.*, 106 Nev. 310, 314, 792 P.2d 31, 33 (1990).

6. The decision of the City Council to grant or deny applications for a general plan amendment, rezoning, and site development plan review is a discretionary act. *See Enterprise*

1 *Citizens Action Committee v. Clark County Bd. of Comm'rs*, 112 Nev. 649, 653, 918 P.2d 305,
2 308 (1996); *Stratosphere Gaming Corp. v. City of Las Vegas*, 120 Nev. 523, 528, 96 P.3d 756,
3 760 (2004).

4 7. "If a discretionary act is supported by substantial evidence, there is no abuse of
5 discretion." *Cty. of Clark v. Doumani*, 114 Nev. 46, 53, 952 P.2d 13, 17 (1998), *superseded by*
6 *statute on other grounds*.

7 8. Zoning actions are presumed valid. *Nova Horizon, Inc. v. City Council of the City*
8 *of Reno*, 105 Nev. 92,94, 769 P.2d 721, 722 (1989).

9 9. A "presumption of propriety" attaches to governmental action on land use
10 decisions. *City Council of City of Reno v. Irvine*, 102 Nev. 277, 280, 721 P.2d 371, 373 (1986). A
11 disappointed applicant bears a "heavy burden" to overcome this presumption. *Id.*

12 10. On a petition for judicial review, the Court may not step into the shoes of the
13 Council, reweigh the evidence, consider evidence not presented to the Council or make its own
14 judgment calls as to how a land use application should have been decided. *See Bd. of Cty. Comm'rs*
15 *of Clark Cty. v. C.A.G., Inc.*, 98 Nev. 497, 500, 654 P.2d 531, 533 (1982).

16 **B. Substantial Evidence Supported the City Council's Decision**

17 11. The record before the Court amply shows that the Council's June 21, 2017 decision
18 to deny the Applications for the 35-Acre Property ("the Decision") was supported by substantial
19 evidence.

20 12. "Substantial evidence can come in many forms" and "need not be voluminous."
21 *Comstock Residents Ass'n v. Lyon County Bd. of Comm'rs*, 385 P.3d 607 (Nev. 2016)
22 (unpublished disposition), *citing McKenzie v. Shelly*, 77 Nev. 237, 240, 362 P.2d. 268, 269 (1961);
23 *City of Reno v. Estate of Wells*, 110 Nev. 1218, 1222, 885 P.2d 545, 548 (1994).

24 13. Public opposition to a proposed project is an adequate basis to deny a land use
25 application. *Stratosphere Gaming*, 120 Nev. at 529, 96 P.3d at 760; *C.A.G.*, 98 Nev. at 501, 654
26 P.2d at 533.

27 14. "[A] local government may weigh public opinion in making a land-use decision."
28 *Stratosphere Gaming*, 120 Nev. at 529, 96 P.3d at 760; *accord Eldorado Hills, LLC v. Clark*

1 *County Bd. of Commissioners*, 386 P.3d 999, 2016 WL 7439360, *2 (Nev. Dec. 22, 2016)
2 (unpublished disposition).

3 15. “[L]ay objections [that are] substantial and specific” meet the substantial evidence
4 standard. *Clark Cty. Liquor & Gaming Licensing Bd. v. Simon & Tucker, Inc.*, 106 Nev. 96, 98,
5 787 P.2d 782, 783 (1990) (distinguishing *City Council, Reno v. Travelers Hotel, Ltd.*, 100 Nev.
6 436, 683 P.2d 960 (1984)); *Stratosphere Gaming*, 120 Nev. at 529-30, 96 P.3d at 761.

7 16. “Section 19.18.050(E)(5) [of the Las Vegas Municipal Code] provides that the site
8 development plan review process is intended to ensure that the proposed development is
9 ‘harmonious and compatible with development in the area’ and that it is not ‘unsightly,
10 undesirable, or obnoxious in appearance.’ The language of this ordinance clearly invites public
11 opinion.” *Stratosphere Gaming*, 120 Nev. at 528–29, 96 P.3d at 760.

12 17. The considerable public opposition to the Applications that was in the record
13 before the Council meets the substantial evidence standard. That record included written and
14 stated objections, research, legal arguments and expert opinions regarding the project’s
15 incompatibility with existing uses and with the vision for the area specified in the City’s General
16 Plan and the Peccole Ranch Master Development Plan. (ROR 2658-2666, 22294-24196, 24492-
17 24504, 25821). The opponents argued that a development must be consistent with the General
18 Plan, and what the Developer proposed was inconsistent with the Parks, Recreation and Open
19 Space designation for the Badlands Golf Course in the City’s General Plan. (ROR 24492-24504,
20 32820-21; 32842-55; 33935-36). If the applications were granted, they argued, it would set a
21 precedent that would enable development of open space in other areas, thereby defeating the
22 financial and other expectations of people who purchased homes in proximity to open space. (ROR
23 24492-24504, 33936). Because of the open space designation in the Peccole Ranch Master
24 Development Plan, the opponents contended, the Applications required a major modification,
25 which had not been approved. (ROR 24494-95; 33938). The opponents also expressed concerns
26 regarding compatibility with the neighborhood, school overcrowding and lack of a development
27 plan for the entire Badlands Property. (ROR 24492-24504, 24526, 33934-69).

28 18. The record before the Council constitutes substantial evidence to support the

Decision. *See Stratosphere Gaming*, 120 Nev. at 529, 96 P.3d at 760.

19. The Court rejects the evidence that the Developer contends conflicts with the Council's Decision because the Court may not substitute its judgment for that of the Council. "[J]ust because there was conflicting evidence does not compel interference with the Board's decision so long as the decision was supported by substantial evidence." *Liquor & Gaming Licensing Bd.*, 106 Nev. at 98, 787 P.2d at 783. The Court's job is to evaluate whether substantial evidence supports the Council's decision, not whether there is substantial evidence to support a contrary decision. *Nevada Power Co. v. Pub. Utilities Comm'n of Nevada*, 122 Nev. 821, 836 n.36, 138 P.3d 486, 497 (2006). This is because the administrative body alone, not a reviewing court, is entitled to weigh the evidence for and against a project. *Liquor & Gaming Licensing Bd.*, 106 Nev. at 99, 787 P.2d at 784.

C. The Council's Decision Was Within the Bounds of the Council's Discretion Over Land Use Matters

20. "For the purpose of promoting health, safety, morals, or the general welfare of the community, the governing bodies of cities and counties are authorized and empowered to regulate and restrict the improvement of land and to control the location and soundness of structures." NRS 278.020(1).

21. The City's discretion is broad:

A city board acts arbitrarily and capriciously when it denies a [land use application] without any reason for doing so.... [The essence of the abuse of discretion, of the arbitrariness or capriciousness of governmental action in denying a[n] ... application, is most often found in an apparent absence of any grounds or reason for the decision. We did it just because we did it. *Irvine*, 102 Nev. at 279-80, 721 P.2d at 372-73 (quotations omitted).

22. The Council's Decision was free from any arbitrary or capricious decision making because it provided multiple reasons for denial of the Applications, all of which are well supported in the record.

23. The Council properly exercised its discretion to conclude that the development proposed in the Applications was not compatible with surrounding areas and failed to set forth an orderly development plan to alter the open space designation found in both the City's General Plan and the Peccole Ranch Master Development Plan.

24. The concept of “compatibility” is inherently discretionary, and the Council was well within its discretion to decide that the development presented in the Applications was not compatible with neighboring properties, including the open space designation on the remainder of the Badlands Golf Course. *See Stratosphere*, 120 Nev. at 529, 96 P.3d at 761.

25. Residential zoning alone does not determine compatibility. The City’s General Plan, the Peccole Ranch Master Development Plan, density, design and other factors do as well. The property adjacent to the 35-Acre Property remains used for open space and drainage, as contemplated by the City’s planning documents, so the Developer’s comparison to adjacent residential development is an incomplete “compatibility” assessment.

26. The City’s Unified Development Code seeks to, among other things, promote “orderly growth and development” in order to “maintain ... the character and stability of present and future land use and development.” Title 19.00.030(G). One stated purpose is:

To coordinate and ensure the execution of the City’s General Plan through effective implementation of development review requirements, adequate facility and services review and other goals, policies or programs contained in the General Plan. Title 19.00.030(I).

27. The City’s Unified Development Code broadly lays out the various matters the Council should consider when exercising its discretion. Those considerations, which include broad goals as well as specific factors for each type of land use application, circumscribe the limits of the Council’s discretion. UDC 19.00.030, 19.16.030, 19.16.100, 19.16.130.

28. The Council was within the bounds of its discretion to request a development agreement for the Badlands Property before allowing a General Plan Amendment to change a portion of the property from Parks, Recreation and Open Space to residential uses. *See* Title 19.00.030(I). A comprehensive plan already exists for the Badlands Property; it is found in the city’s General Plan, which designates the property as Parks, Recreation and Open Space. The Developer sought to change that designation. Under these circumstances, it was reasonable for the Council to expect assurances that the Developer would create an orderly and comprehensive plan for the entire open space property moving forward.

...

29. The Court rejects the Developer's argument that a comprehensive development plan was somehow inappropriate because the parcels that make up the Badlands Property have different owners. (PPA 17:12-18:13, 23:9-14). In presenting the Developer's arguments in favor of these Applications and other land use applications relating to the development of the Badlands Property, Yohan Lowie has leveraged the fact that the three owner entities of the Badlands Property are affiliates managed by one entity – EHB Companies, LLC – which in turn is managed by Mr. Lowie and just three others. (ROR 1325; 4027; 5256-57; 17336; 24544; 25968). The Developer promoted the EHB brand and other projects it has built in Las Vegas to advance the Applications. (ROR 3607-3611; 5726-29; 5870-76; 17336; 24549-50). Additionally, by proposing the 2016 Development Agreement for the entire Badlands Property, the Developer acknowledged that the affiliated entities are one and the same. (ROR 25729).

30. The cases cited by the Developer did not involve properties owned by closely affiliated entities and are therefore inapplicable. (PPA 35:3-37:7, *citing Tinseltown Cinema, LLC v. City of Olive Branch*, 158 So.3d 367, 371 (Miss. App. Ct. 2015); *Hwy. Oil, Inc. v. City of Lenexa*, 547 P.2d 330, 331 (Kan. 1976)). They also did not involve areas that are within a master development plan area.

31. There is no evidence in the record to support the Developer's contention that it is somehow being singled out for "special treatment" because the Council sought orderly planned development within a Master Development Plan area (PPA 37:11-23).

32. Planning staff's recommendation is immaterial to whether substantial evidence supported the Council's decision because a governing body has discretion to make land use decisions separate and apart from what staff may recommend. *See Redrock Valley Ranch, LLC v. Washoe Cty.*, 127 Nev. 451, 455, 254 P.3d 641, 644 (2011) (affirming County Commission's denial of special use permit even where planning staff recommended it be granted); *Stratosphere Gaming*, 120 Nev. at 529, 96 P.3d at 760 (affirming City Council's denial of site development plan application even where planning staff recommended approval). The Court notes that the Planning Commission denied the Developer's General Plan Amendment application.

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33. The statements of individual council members are not indicative of any arbitrary or capricious decision making. The action that the Court is tasked with reviewing is the decision of the governing body, not statements made by individual council members leading up to that decision. *See* NRS 278.3195(4); *Nevada Contractors*, 106 Nev. at 313, 792 P.2d at 33; *see also Comm'n on Ethics of the State of Nevada v. Hansen*, 134 Nev. Adv. Op. 40, 419 P.3d 140, 142 (2018) (discussing when action by board is required); *City of Corpus Christi v. Bayfront Assocs., Ltd.*, 814 S.W.2d 98, 105 (Tex. Ct. App. 1991) (“A city can act by and through its governing body; statements of individual council members are not binding on the city.”). “The test is not what was said before or after, but what was done at the time of the voting.” *Lopez v. Imperial Cty. Sheriff's Office*, 80 Cal. Rptr. 3d 557, 560 (Cal. Ct. App. 2008). The Council’s action to deny the Applications occurred with its vote, not with the prior statements made by individual council members. NRS 241.03555(1). The Court finds nothing improper in the statements by individual Council members and rejects the Developer’s contention that the statements of individual Council members require the Court to overturn the Council’s Decision.

D. The City’s Denial of the Applications Was Fully Compliant With the Law

34. The Court rejects the Developer’s argument that the RPD-7 zoning designation on the Badlands Property somehow required the Council to approve its Applications.

35. A zoning designation does not give the developer a vested right to have its development applications approved. “In order for rights in a proposed development project to vest, zoning or use approvals ***must not be subject to further governmental discretionary action affecting project commencement***, and the developer must prove considerable reliance on the approvals granted.” *Am. W. Dev., Inc. v. City of Henderson*, 111 Nev. 804, 807, 898 P.2d 110, 112 (1995) (emphasis added); *see also Stratosphere Gaming*, 120 Nev. at 527–28, 96 P.3d at 759–60 (holding that because City’s site development review process under Title 19.18.050 involved discretionary action by Council, the project proponent had no vested right to construct).

36. “[C]ompatible zoning does not, *ipso facto*, divest a municipal government of the right to deny certain uses based upon considerations of public interest.” *Tighe v. Von Goerken*, 108 Nev. 440, 443, 833 P.2d 1135, 1137 (1992); *see also Nevada Contractors*, 106 Nev. at 311,

792 P.2d at 31-32 (affirming county commission's denial of a special use permit even though property was zoned for the use).

37. The four Applications submitted to the Council for a general plan amendment, tentative map, site development review and waiver were all subject to the Council's discretionary decision making, no matter the zoning designation. *See Am. W. Dev.*, 111 Nev. at 807, 898 P.2d at 112; *Doumani*, 114 Nev. at 53, 952 P.2d at 17; *Bd. of Cty. Comm'rs of Clark Cty. v. CMC of Nevada, Inc.*, 99 Nev. 739, 747, 670 P.2d 102, 107 (1983).

38. The Court rejects the Developer's attempt to distinguish the *Stratosphere* case, which concluded that the very same decision-making process at issue here was squarely within the Council's discretion, no matter that the property was zoned for the proposed use. *Id.* at 527; 96 P.3d at 759.

39. Statements from planning staff or the City Attorney that the Badlands Property has an RPD-7 zoning designation do not alter this conclusion. *See id.*

40. The Developer purchased its interest in the Badlands Golf Course knowing that the City's General Plan showed the property as designated for Parks Recreation and Open Space (PR-OS) and that the Peccole Ranch Master Development Plan identified the property as being for open space and drainage, as sought and obtained by the Developer's predecessor. (ROR 24073-75; 25968).

41. The General Plan sets forth the City's policy to maintain the golf course property for parks, open space and recreation. *See Nova Horizon*, 105 Nev. at 96, 769 P.2d at 723.

42. The City has an obligation to plan for these types of things, and when engaging in its General Plan process, chose to maintain the historical use for this area that dates back to the 1989 Peccole Ranch Master Development Plan presented by the Developer's predecessor. (ROR 24492-24504).

43. The golf course was part of a comprehensive development scheme, and the entire Peccole Ranch master planned area was built out around the golf course. (ROR 2595-2604; 2635-36; 4587; 25820).

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