



LINCOLN COUNTY PLANNING COMMISSION

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Minutes for May 6, 2008, 6:00 P.M. Meeting Lincoln County Court House, Pioche, Nevada

- 1. Roll Call, Open Meeting Law:** The Board met in regular session with Chairman Varlin Higbee calling the meeting to order at 6:00 PM. Planning Coordinator Dawne Combs call the roll with commissioners Steve Combs, Sue Austgen, Kaye Medlin, Varlin Higbee, Glenn Zelch and Spencer Gray being present. Ross Stirling absent. There is a quorum and the agenda was posted on April 25, 2008.
- 2. Discussion/Action Item:** Vacation/Abandonment for Williams, John & Patricia to modify a multiple easement and replace it with a utility easement on APN #001-250-10 and to remove access easement from the west side of APN #001-250-11 and dedicate owner's portion of Bartolo Road not to exceed 50 feet in width on the east side of APN #001-250-11, located in the Town of Pioche.

Clint explains that the applicant came to planning department about 2 months ago and Clint visited the site; the request is for the abandonment of an easement that serves several lots, he explains that in the future Bartolo Rd. will be the primary access road for this part of Pioche, currently one other property owner accesses through the proposed easement. Clint recommends to the Board that if access is removed the property owners need to have a private agreement drafted for a private easement; he states that this easement is not very conducive for a public road; Bartolo Rd. is the road of choice. Sue states that the Malloy's can not access from the North and/or the top of their property as there is no other road to their home, Clint states that currently there is no other road built to their home. It is stated that when the Malloy's purchased their lot Aspen was not a road and access to their property was via the easement. Clint states that the Williams are concerned if the 30 acres that the County owns behind them is developed the easement could become a thoroughfare to the 30 acres instead of Bartolo Rd. John Williams takes the floor and states that he has told the Malloy's that they will have access through this easement; he also states that he has someone that will cut a road of from Aspen to access their property free of charge to the Malloy's. Mrs. Malloy states that they have a wash that runs through their property and the road will have to go through the wash, Varlin asks if Aspen is cut in and it is stated that yes it is and it is a County Rd., John states that they would put a drain pipe in the wash for the Malloy's also. Varlin states that this Board has not approved abandonment's in the past due to the discrepancies it causes, unless there is a cut and dry agreement between the property owner's and the County. Glennon states that he has visited the site and the easement is not a good access except for a driveway due to the steepness of the easement it also is okay for utilities, but now that Aspen is cut in it kind of changes the picture, Sue asks if it would be more beneficial if they used Aspen value wise for their property. Sue talks about the maintenance of this road; is it the property owner or is it the County's responsibility to maintain it, Mrs. Malloy talks about the easement and if the road would be improved on through then it would cut across their property also as they

have an easement also, she is concerned because the placement of their home is based on the easement and they do not want to access the house from the rear if they are required to access off from Aspen. Clint's states that there could be another option as there is an easement on the North end of both properties and the likely hood of a street cutting through it in the future and the Board can place a condition that the current easement needs to stay in place until the future road is in place. Glen asks if they could continue and have the parties make an agreement to present to the board then they could proceed. The Williams & Malloy's agree to this. Glennon makes a motion to continue until future meeting giving the parties a chance to come to an agreement, seconded by Spencer Gray 2nd, motion carried by all in attendance. 7:45 PM

3. **Discussion/Action Item:** Vacation/Abandonment for Richards, Larry to vacate Fitzhugh Street located between APN #001-121-11 & 001-123-01 off of Meadow Valley Street and vacate 17 feet along the south side of Meadow Valley Street in blocks 22 and 24 in the Town of Pioche.

Lenard Smith is present for this item, he explains that Richards owns lots 4-7 and wanted the property surveyed; with the survey there is only enough room for the lots that the owners have been paying taxes on and there is not enough room for Fitzhugh St. Lenard explains that with the abandonment everyone will have their legal lots except Mr. Bender will be giving up a few feet, for which he has agreed to. Sue asks about the property owner's Somers & Carter and what does this do for Richard's as his property is not adjacent to Fitzhugh St., Lenard states that he is just making room for all of the existing lots. It is discussed that generally when doing abandonment's; the property is split between the 2 owners's, but in this case there is no property to split as the existing lots take up the whole block. Mr. Carter speaks and states that it is believed Fitzhugh St. is between his property and Mr. Bender's property and that Jeremy Benezet has historic photographs showing the existence of Fitzhugh St., at this time Jeremy shows pictures of Fitzhugh St. that he took of a map at the museum, and from lime hill, he is concerned because his property adjoins Mr. Carter's and if Mr. Carter's property line gets moved then his will get moved also. Glen asks where Jeremy's property is, Jeremy shows the Board and explains where it is, it is asked if Jeremy has a survey for his property and he states a preliminary survey, it is asked if it has a fixed point location for the corner of his property, and it is stated yes it does, it is stated that if Fitzhugh St. disappears then it would not change the fixed point on his property. Varlin states that if you look at the way Pioche was laid out it was laid out as tent lots that were 25' and nothing fits in Pioche, Steve asks if we are here to approve the survey or the abandonment. Steve states that there is a sewer believed to be in what was Fitzhugh St. Mr. Carter speaks and states that he is the one that wrote the letter and feels that he is stuck between a rock & a hard place, he says he would like all of the property owner's to be happy, he would be happy if Fitzhugh St. was split between himself and the Bender's, Varlin states that Fitzhugh St. is not going to be split the lines are just going to go away as the lot lines are already in Fitzhugh St., Mr. Carter states that this is Lenard's interpretation as the Town map shows Fitzhugh St. being there, he does not agree with the survey, Sue asks who uses Fitzhugh St. now, it is stated that no one does it is just vacant land. Clint states that he recommends that this Board recommends approval to the Board of County Commissioners. Mr. Carter states that the Board said they do not do abandonment's unless everyone agrees and he does not agree with it, Varlin states that this is a different type of abandonment as they are discussing abandoning something that does not really exist and in order to give every lot owner the amount of property that they have been paying taxes on, Fitzhugh St. has to go away or someone loses property. Glennon Zelch makes a motion to recommend approval to the Board of County Commissioners to abandon Fitzhugh St. and a portion of Meadow Valley St., seconded by Spencer Gray, Sue asks if this is something that the applicant, Town of Pioche or the County is trying to clean up, Clint states that this is something that needs to be cleaned up by the County, Sue asks if Mr. Richards is the one who initiated this, Clint states that this is correct, Sue states that Mr. Richards will not benefit from this abandonment as

his property line is not against Fitzhugh St., Steve states that he will have benefit on Meadow Valley St. Jeremy makes a comment about the corners of the survey and that there was no land survey status at the time Pioche was created, so they hired a surveyor and he made a plat map of the Town of Pioche, it is not tied to anything on the ground except the Mountain Wheeler monument, so you could lay the map on the ground and move it around. Sue states that you can do neighborhood overlays to correct these problems based on what Lenard is saying, the structures are where they are and nobody wants to tear down any structures or move concrete bearer walls. Motion carried by all in attendance. 8:20 P.M. The Board calls for a 15 minute break at this time.

4. **Discussion/Action Item:** Conceptual Planned Unit Development and Development Agreement for Lincoln Highlands Development Corporation for a master planned community in the Toquop Planning Area of Lincoln County. The subject area includes assessor parcels 008-251-02, 008-261-07, 008-261-08 and is comprised of approximately 5,318 acres. Current Zoning is A-5 (Agriculture) and the Master Plan Designation is Planned Unit Development.

Clint presents the staff report to the Board. He states that the applicant is requesting approval for 2 different applications, 1st being a Conceptual Planned Unit Development and the 2nd being the Development Agreement, he explains that the staff report is bundled for both of the applications so the recommended conditions are a package deal for both. Clint states that the County has been working with the applicant for approximately 18 months in putting together the package of information; the Board has already approved the Master Plan Amendment which enabled them to apply for these 2 items. Clint explains that the Development Agreement is a contractual obligation between the County and the Developer and is a legal agreement; and the Conceptual Plan is the 2nd part of this and it outlines what the development will look like. Clint explains that the Planning Board will be recommending approval, approval with conditions or denial to the Board of County Commissioners at this time or they can continue this item to a future date. Clint explains that the Toquop planning area provides for density up to 3.3 gross units per acre, which will translate to some areas being a higher density and some areas being a lower density. He states that the 1st condition is that the fiscal impact analysis be revised; Clint states that a lot of his conditions deal with transportation issues; Clint talks about the interim funding that has been requested of the developers; it has been requested that the developers fund 5 additional staff for the County but the developer is concerned with the water issues, power issues, the habitat conservation plan which has not been finalized as of yet; this has created some issues with the timing of additional staff to be put into place. There has also been a proposal for hiring consultants to do the work, but there are concerns by the County in doing this, due to the time it would take to oversee this. Clint refers to 14.1.2 which talks about the review of the agreement and the conceptual plan, page 13 there is an omission's document submitted by the applicant whom are asking for waiver's to Lincoln County's Title 14, this waiver is so the applicant can submit a Design Standard Handbook so they can rewrite the County's Title 14. The Development Standards & Designs Guidelines (DS&DG) book should entail a more stringent guide than the County's Title 14 Code. Clint refers to page 14 which lists all of the omissions of Title 14 that are opposed by staff, the applicant is asking that certain components of Title 14 be modified and/or removed, and he states that the Toquop area is referred to as the Nevada Badlands area and the applicant is asking for the complete removal of the hillside development standards portion of Title 14, other changes are to chapter 4 which is the application process, the applicant also submitted their version of chapter 4 and Clint will not waive on this. Clint refers to page 19 of the staff report which talks about encouraging development; there is a condition that the county should receive a slope analysis from the applicant, it has not been received as of this date; the reason the applicant gave for the removal of the hillside portion of Title 14 is that it would negate their ability to develop the land. Clint refers to page 20 which talks about the proposed DS&DG handbook, this outlines the market for the homes and who will occupy the homes; Clint is concerned about having the staff and time to

review the DS&DG booklet at this time and explains to the Board that they can approve the DA and continue the DS&DG portion at this time. Clint states that there is a lot of permissive language in the DS&DG booklet and it is not more restrictive than Title 14 and it needs to be, most of his comments are concerning the language in the DS&DG booklet to make it affirmative. Clint refers to page 24 which talks about the DA; there has been a lot of concern by the County and how the reimbursements will be made as this applicant may be the 1st to start development and all developers will need to share in the cost for infrastructure, roads, County facilities & etc., it is stated that the County should not be the one doing the reimbursing it should be done by funds of the developers. Clint now goes through the conditions of approval document at this time, 1st that they submit a fiscal analysis report within 60 days, 2nd modify changes to the DS&DG handbook as submitted in exhibit A, 3rd submit findings for section 14.4.1A, #4 resubmit village district types listed in section 2.1 of the DS&DG booklet with proposed minimum and maximum residential, Clint goes through letters B-E of the conditions for the Board at this time, Exhibit A is Clint's detailed comments for DS&DG booklet and explains that it is referenced in the DA and it can be included or delayed by the Board as it does not have to be approved by the Board. Varlin states that his concern is that as we start into this process the development will pay for itself as the county can not afford to absorb the cost; Glennon states that there should never be a time when the County has to fund development. Clint states that nationwide that every dollar taken in by local government for residential land uses it will cost \$1.20, Glennon asks how expensive of a house/lot have to be before the County breaks even, Clint states the closest comparison he can give the Board is Nye County did a study that shows homes under a certain amount did not pay for themselves; but homes over \$500,000 did pay for themselves, Clint states that for commercial, industrial or agriculture it only costs the County .20 to .70 cents on a dollar. Glennon states that with the amount of items of concern there are here, he feels they should continue this item and encourage Lincoln Highlands (LH) to come back to the County and work out more of the details so there are not so many exceptions and items of concern. Steve states that he is concerned that there is a lot of wording that the developer may without the County's concurrence in the DA; if the developer opts in or out of one of these issues in the agreement, we need to make sure that the County concurs with what is happening, as the developer may believe they need out of the issue due to circumstances and we need to ensure the County is protected at what ever state the development is at. Ken Dixon takes the floor and states that a lot of the issues Clint has outlined are issues that they have already processed through in the DA. Ken states that what he has been able to accomplish yesterday and today is to go through Mark Whites comments and consolidate some of the issues into the DA; he states that just before this meeting he provided LH with a copy of his revisions and except for a couple of items he thought a lot of the items had been worked out and still feels that it has been; his suggestion is that the Board recommend approval of the DA with the conditions that Clint has outlined instead of postponing the DA. Varlin states that once they make a decision it will not come back to the Planning Commissioners; Steve states how can the Board recommend approval without knowing what Ken's comments are or what he has agreed to; Ken states that the Board should have already received the DA draft and revisions except for the one's he made today; Steve states that is what he was referring too, the changes Ken made today. Ken states that they are minor and based on what Mark White commented on, Steve states that he is concerned when he see's construction of improvements, County shall except such improvements with all faults at the time of conveyance upon County's acceptance of any such development, Ken states that it also states that the County has to approve the faults before they except them and they would not approve them, Steve states that he does not like the wording and would like to see it removed, Glennon states that he understands that the County will approve but sometimes you do not see all the faults as they do not become apparent until 6 months to a year later; Steve states that they are saying at substantial completion which needs to be 100% complete and acceptable prior to the County's acceptance for any maintenance responsibility without substantial completion in his opinion. Ken states that they have discussed this issue in the development meetings and the District Attorney has looked at

the language throughout the meetings, Steve asks if the developers are required to provide any kind of warranty bond for the 1 year warranty period, Ken states that it is in the DA and they have to warranty it for the typical 1 year, Steve asks Ken who determines substantial completion, Ken states whom ever is the County's representative is at the time, Glennon states that he has a concern on page 8; with the fire facility cap which refers to section 402 which states that they will contribute \$1,970,000 dollars towards the cost of a fire station or what ever fire facilities are needed, what happens if they do not reach the trigger point for another 5 years as construction cost will continue to rise and the developer will point to the fixed number and state that is all they have to provide; Ken states that there is a clause in the DA to increase the amount for these facilities, Glennon refers to the last sentence in the same section; it states that the County shall operate and provide staff for the fire facility at the County's expense and shall have the fire facility in operation within 6 months after completion of construction & dedication; he states that if they built this facility 1st with this language the County would have to staff it within 6 months even if there is no tax revenue to support it. Ken states that this ties back to the inter-local agreement language in 401, Glennon states that he understands this but we would still have to staff the facility and even with an inter-local agreement it will still cost the County for the services, Ken refers to the inter-local agreement language, Clint states that there is an item within the DA for the inter-local agreement and if the agreement goes away the developer will pick up the cost, Ken states that the developer has agreed to a cost of \$200.00 an hour. Glennon states that he is just very concerned about the tax base and having to pay for the staffing & utilities and how we will be able to afford this, Varlin asks if the triggers are based on building or residency, the triggers are based on building permits, there is talk that the Board does not have the most current DA and Bob Gronauer suggests that the Board hear the other applicants and come back to them. This item will be continued after the other items on the agenda are heard. Varlin announces that the Board will move to Item #2 (Williams) at this time. 7:17 P.M. Meeting is called back to order at 8:34 P.M. Ken Dixon takes the floor and gives the Board the newest version of the DA, Ken states since the Board has not had a chance to review the newest version he suggests that this item be continued until the Board can review it and let LH make their presentation and reschedule for another meeting. Clint states that he agrees to this. Steve asks if the DA will change after today, Ken states that any changes made would be by mutual agreement by both parties, Steve asks if any changes are made will it be in the backup documents prior to it going back on the agenda, Clint states that there will be a cut off date for any new submittals so that the Board has all of the new documents. Ken states that hopefully they will be able to work out the DS&DG prior to the next meeting, if not he feels that the Board should still approve the DA with conditions, one being that the DS&DG are in place before going to the Board of County Commissioners, Ken states that there are only 3 main issues left, Clint asks that Ken go through these, Ken states that the hillside is the big one, access roads for fire equipment is one and the other issue is that Title 14 requires fire sprinklers in all buildings but he feels that they have reached an agreement concerning this one. Bob Gronauer takes the floor at this time and introduces Stephanie Alan, Matt Davis & Chris Armstrong. Bob addresses the Board and asks that they walk in their shoes as a developer, and there are few things that he is going to say that may not be the most appropriate thing to say, he would like to express their disappointment & frustration of working with the County's staff over the last 2 years, he is very shocked after listening to the staff report tonight and he is going to go through some history so that the Board can understand the position they are in tonight. Bob starts with an email received from Clint stating that he did not have to meet with them to work this out through the public process; he has a letter that was sent to Mr. Lovelady on March 17, 2008 expressing their dissatisfaction with respect to the process they have experienced overall. Bob reads this letter into the record at this time and states that the letter was sent to all of the County Commissioners also. Bob talks about the meeting they were scheduled for and that it was canceled due to the flooding of the Court House, prior to this they received the staff report but did not receive the conditions, they asked for the conditions and they received the conditions that the Board has tonight, they have many questions & concerns and feel that there are many things that should not be in the

conditions because they feel they negotiated in good faith and had resolved those issues, he had his assistant Malana contact Clint and he has copy of the response via email, which he reads into the record. Bob states that they are willing to work with the County and work through the problems within the DA. Bob refers to the public facilities issue; he states that the only way they are going to sell homes is if they have adequate facilities, Bob refers to the conditions of approval that they have red lined and that they had a meeting about 1 month ago to go through the DS&DG with County staff, he feels that there are only 3 outstanding issues, 1 being the slope analysis for which they will be providing, 2 being the fire lane width, last being the fire sprinkling system for which they feel the County is discriminating against the developers as anyone living elsewhere in the County will not be required to install them, Sue states that according to Ken this is not true as everyone in the County will be required to do this, Bob states that if this is true then they will comply. Bob states that he does not want to go through all of the conditions that they red lined, as he feels all of the red lined conditions were previously taken care of and worked out through the meetings held with the County staff, Bob wants to be on the record that they would like to move forward tonight with the approval of the DA & DS&DG at the Boards discretion. Glennon asks Ken what the remaining 3 issues are at this time, Ken responds that they are the hillside, fire sprinklers & fire lane widths. Steve states that he has a concern with the re-write of Title 14 and that his understanding is that the developers had an opportunity to be involved in the writing of Title 14 and also give any comments at that time and that it was their decision to address them through the DS&DG instead of at the time Title 14 was being written, he asks Bob if this is correct, Bob responds that they are building a planned community and have certain things they would like to do different and that their DS&DG booklet is Title 14, waivers of certain things that they did not like listed in Title 14, they are asking for some design setbacks or development setbacks that Title 14 does not list or is to restrictive for which they are asking to be less restrictive, he states that at the recommendation of the County's attorney when something is silent in the DS&SG it would revert back to Title 14. Sue states that she has been going through Title 14 and what LH is asking to omit, Stephanie Allen states that most are just dealing with formatting so it is difficult to follow but the DS&DG are in a different order and states that from a content stand point it is not that different if anything it is more restrictive, Sue states she does not understand why they would want to omit something that is so generic. Glennon states that of the 3 outstanding issues 2 really concern him, 1 being the hillside and the access road widths, he asks what is the width of the access roads they are proposing, it is stated that they are asking for 12 foot access roads if there is an alley situation if there was a primary means of access, Ken states that the alley ways need to be 20 foot so an emergency vehicle can get down them, Sue states that she agrees with Ken that they need to be wide enough for any access. Glennon asks what the issue is on the hillside, Bob states that they are in the process of changing some of percentages of the slopes in Toquop; he states that they do have a draft document and it is their fault that they have not gotten it to the County staff for review, Chris Armstrong explains more about this and how they would like to develop some of these areas. Varlin asks about the drainage and with the slope as water goes down hill and Mesquite is down hill from Toquop, Matt Davis states that they have participated in Lincoln County's master drainage study and also worked with the core of engineer delineating the drainage areas through the parcels which agrees with the master drainage study and they have conformed with the study so anything they do will have to abide by the study. Sue asks for clarification of 14-5-1 on the commercial use, they are asking for omission of A which is commercial 2 and that it may not abut any residential property; she asks why they would want to omit this or are they just re-wording it, also B which pertains to the selling of liquor which they are asking for the omission of 1,000 feet from schools, churches, parks & etc.; are they requesting less or more feet between them, it is stated that they feel if there is a buffer from the residential it should be an allowed use, Sue states that if their DS&DG is higher than Title 14 why would they want to omit this. Stephanie states that they had a consultant do the DS&DG and they then merged it with Title 14, she states that they are getting to the same place but it is a little different wording, also if it says that it is omitted it is probably some place different in their DS&DG not

necessarily omitted, Stephanie states that 2-5 of the DS&DG talks about separation of uses this and it basically states the same thing as Title 14, she states that they have not ignored the standards it is just the DS&DG is a different looking document. Sue asks if she is the only one confused, it is stated no; it looks like if they wrote omitted they did not show where it was put back, Ken states that it was very confusing to them also until they submitted a comparison for him, Glennon states that Title 14 is a very generic document and it concerns him when someone starts deleting portions of it that are pretty basic, if they would have told the Board where they replaced the items within their DS&DG it would have been very helpful, Bob tells the Board that they can give each of them the chart that will help them through this. Bob & Stephanie go through the conditions at this time for the Board; #1 – they would like 120 days instead of 60 days; #3, section 14-4-1-A – relates to the master plan which was already approved; #4, B & C Stephanie states that they previously agreed to this in the DS&SG; Varlin asks about the villages and will they be designed with the commercial being retail, Stephanie states that this is correct but some of the categories will allow industrial but it is very unique she also states that this development will be done over a long period of time so they will develop one village at a time, Chris talks about the phases & villages and explains that they will be submitting very detailed development plans for each village, Matt Davis adds they are developing a new community and they do not know what the market is so they will need the flexibility to adjust for the market. Ronda Hornbeck asks at this time if it would be beneficial for the Board & Developer both if they scheduled a workshop meeting in order to go over the DA and DS&DG as the Board has been put in a situation of never dealing with a DA. Stephanie resumes going through the conditions; B2 which goes back to the individual villages so they would like it deleted, B3 same issue and they will come in with each phase, section C this entire section is in Title 14 and they will comply with Title 14, #7 refers to the master plan for schools and they will be entering into a separate agreement with the school district, #8 will also be handled with the school district, section D they feel should be conditions prior to a final map not the tentative map, Varlin asks when the tentative maps will be coming to the Board, Stephanie replies that they will be coming through with the tentative PUD plans; #3 this is covered in the DA, #4 anything that is not covered in the DA or DS&DG will refer back to Title 14. Stephanie now refers to the miscellaneous conditions; #1 they feel is dealt with in Title 14, #2 this is outlined in their DA, #4 is dealt with in the DA and outlines the difference between minor & major, #6 they understand if it is silent it will refer back to Title 14, Steve states that it would be very helpful if they are asking for less restrictive than Title 14 they flag this item, it is agreed that they will, # 10 they understand, #11 is dealt with in the DS&DG, #13 is dealt with in the DA, #14 this is something new to them and they have already asked the County to adopt an ordinance to ensure the other developers pay their share for the facilities; Sue asks in order to do this wouldn't the County need to have a Public Works Department, Ken states that this is just a reimbursement process so the County could handle it, Sue states that if there is not a department set up to handle something like this it could fall through the cracks, Bob states that sometimes you can have a real property management company handle this and it is something that needs to be worked out, Stephanie points out that there is funding for positions in the DA and this position could possibly be funded with the agreement for positions, Varlin asks Ronda Hornbeck if this is something that the County can do, Ken states that this language has been approved by the District Attorney, Glennon states that he would like to hear from the Commissioner (Ronda) if the County can do this, Ronda responds that yes it can and that the developer has offered to fund positions and it does not specify which departments will be funded, there is discussion concerning how & when the positions will be funded and the wording in the DA concerning this. The last condition is covered in the DA, Glennon asks if the land will meet or exceed the 25% requirement and what is their reasoning in deleting this, Matt states that as long as the land donated for parks, trails & etc. is adequate to meet the community it should not matter if it is 24.9% or 26%. Bob states that there are other things within the DS&DG and the conditions of approval for which they red lined some of them but are accepting some; he feels this is something that can be gone over at a later time. Glennon asks about the 1st item concerning the modification greater than 10% to the

conceptual plan that has been redlined by LH; it is stated that this was in error and they are fine with the condition, Stephanie continues with the conditions and states that the permissive language in chapter 3 they would be fine with removing and/or changing; bullet 15 which concerns the front porches having to be a minimum of 6 feet in depth, LH is questioning why it needs to be 6 feet in depth, Glennon asks what they proposed for a front porch, Stephanie responds that they did not define a specific area as long as the porch has usable space; Section C deals with the open space and LH computations are not per Title 14 as they have negotiated them within the agreement and are asking for this to be deleted, Section 3-6-5 they are asking to be deleted due to liability issues. Glennon brings up the building of the facilities and the trigger points at which these facilities are turned over to the County and having to staff the facilities, he states that he would like the agreement to state certificate of occupancy verses building permit, Bob and Matt would agree to this. Steve states at this time that he would like the opportunity to review the latest LH DA, Glennon asks what the urgency is on the part of LH to have this approved, Bob responds that they have to answer to their lenders as they have given them commitments and it is basically all financial. Varlin asks LH if they could do a workshop in approximately 2 weeks, Bob states that it would be fine with LH; Dawne is to work out the details for the workshop. Motion made to continue until the next meeting by Glennon Zelch, seconded by Spencer Gray, motion carried by all in attendance. 10:53 P.M.

5. **Public Comment:** No action will be taken on any items discussed in public and board comment, but items may be placed on a following agenda for action.

Mark Teepen with BLT (Eagle Falls Development - EF) presents to the Board that he has been with the project since January, he states that he has not been through what Bob & Matt have been through and the cooperation that he has gotten from the County's staff has been good. Mark states that their development agreement had been in front of the Board and had been continued also, he states that he has been developing in Las Vegas for approximately 18 years. Mark would like state on the record that relative to LH and the comparison of the PUD; he feels that LH is not being held to the same standards as EF was and he feels that they should be held to the same standard. He talks about the LH DS&DG and the fact that the County went through a lot of effort to write Title 14, EF is going to do waivers to the code when they reach specific development phases; re-writing the code as LH is trying to do is not right, they should be held to Title 14 just as all of the other developers are. Mark refers to page 6 of the LH DA, and he feels that Title 14 needs to be an applicable rule; Mark states that LH refers to their DS&DG as code and he states that this is not a code, Title 14 is the code, BLT is requesting to submit a written response to LH DA & the conditions of approval for the Board to consider at the next hearing. 11:01 P.M.

6. **Set date and time for next meeting:** June 9, 2008 @ 6:00 P.M.
7. **Adjourn:** Glennon Zelch makes a motion to adjourn, seconded by Sue Austgen, motion carried by all in attendance. 11:03 P.M.