

City of Las Vegas

Agenda Item No.: 77

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: AUGUST 2, 2000

DEPARTMENT: CITY MANAGER**DIRECTOR: VIRGINIA VALENTINE**☐**CONSENT**☒**DISCUSSION****SUBJECT:****ADMINISTRATIVE:**

Discussion and possible ratification of Lesa Coder as Director of the Office of Business Development (\$102,500 - General Fund)

Fiscal Impact☐**No Impact****Amount:** \$102,500 + executive benefits☒**Budget Funds Available****Dept./Division:** City Manager/OBD☐**Augmentation Required****Funding Source:** General Fund**PURPOSE/BACKGROUND:**

Lesla Coder is currently the Assistant Director of Comprehensive Planning/Zoning Administrator for Clark County. She has been employed with the County since January, 1990. Prior to this, she had planning experience with the City of Plano, Texas and the City of Richardson, Texas. Her extensive experience makes her highly qualified for the position.

RECOMMENDATION:

It is recommended by the City Manager that the City Council ratify the appointment of Lesa Coder to the position of Director of the Office of Business Development with a starting date of September 1, 2000.

BACKUP DOCUMENTATION:

Resume of Lesa Coder

MOTION:

M. McDONALD – APPROVED as recommended – UNANIMOUS with L.B. McDONALD excused

MINUTES:

CITY MANAGER VIRGINIA VALENTINE stated that MS. CODER has been with the Clark County Comprehensive Department since 1990 and has an extensive background in planning and a thorough knowledge of zoning entitlement and the development process. She is happy to have MS. CODER join the City.

There was no further discussion.

(9:37 - 9:38)

1-1101

LESA M. CODER

1836 Niblick Circle ■ Las Vegas, Nevada 89155-1744 ■ (702) 455-4320

OBJECTIVE

Maintain and enhance managerial skills in a quality environment and promote the profession of planning and related disciplines. Long term objective to represent developers in the various Las Vegas Valley jurisdictions.

EMPLOYMENT**CLARK COUNTY COMPREHENSIVE PLANNING DEPARTMENT
CURRENT PLANNING DIVISION***Assistant Director of Comprehensive Planning/Zoning Administrator, November 1997 to present*

Manages the Current Planning Division, administers a 3.5 million dollar a year budget and a staff of 47, works closely with County Commissioners, the County Manager's Office and other departments and outside agencies to rewrite the code and process improvements, develops good working relationships with the Southern Nevada Homebuilders, Association of General Contractors, Chamber of Commerce, NAIOP, and APA, accomplished rewrite of a 54 year old development code known as the Unified Development Code for the County (also internet automated) in conjunction with Camiros and Associates of Chicago, developed internet web site for all Current Planning services and agenda processing, coordinated automation systems for Town Boards and Citizens Advisory Councils for agenda review and recommendation. Presently imaging all files and documents for integration with Infomapper (zoning maps and information via internet), actively participated in 1999 Nevada Legislative Session.

Development Coordinator, November 1993 to November 1997

Plans, directs, works to improve, organizes and controls the activities of a section of the Division; identifies, evaluates, analyzes and recommends equipment, materials, systems and services to support Division activities; directs activities of 18 staff members (9 professional planners, 8 clerical and 1 paratechnical); responsible for 2 Planning Commission and 2, ½ day Board of County Commission meetings (220+ items monthly); negotiates disputes between staff, applicants, County departments and outside agencies; make public presentations on zoning activity to special interest groups and committees; and performs Division Manager's role while absent.

Principal Planner, January 1990 to November 1993

Supervise the Permit Application Center Zoning Division Plan Check, Parcel Map and Subdivision functions (8 staff members); develop monthly reports, resolve disputes, develop and present land use recommendations to Planning Commission; negotiate development agreements for major projects; make presentations to outside agencies and interest groups; suggest policies and procedures to Assistant Director and Development Coordinator.

**CITY OF PLANO
PLANO, TEXAS***Senior Planner, Planner, January 1986 to December 1990*

Conduct interdepartmental and priority review of development applications and make recommendations to Planning Commission; staff special committees and make presentations to outside agencies and special interest groups; prepare reports regarding development guidelines, underground utilities, and state highway amenities guidelines; supervise technicians, coordinate interdepartmental review, and supervise department in absence of supervisor.

**CITY OF RICHARDSON
RICHARDSON, TEXAS***Associate Planner, Planning Technician, February 1982 to December 1985*

Work with developers and consultants to assure development plans conform to codes and ordinances; collect data and analyze for special reports; supplemental preparation of graphics; prepare summary of development activity for Planning Commission and City Council.

**LAMBERTS DESIGN GROUP
DALLAS, TEXAS***September 1981 to February 1982*

Landscape and site design input for landscape architects and planners; draft and design residential and commercial development projects.

EDUCATION & PROFESSIONAL ORGANIZATIONS

TEXAS TECH UNIVERSITY, *Bachelor of Landscape Architecture Degree, 1981.*

AMERICAN PLANNING ASSOCIATION-1989 to Present; AWARDS COMMITTEE CHAIR 1989; AMERICAN SOCIETY OF LANDSCAPE ARCHITECTS-1979 to Present; CITY PLANNING ASSOCIATION OF TEXAS-1989 to 1990, TRUSTEE 'A' OF THE BOARD OF DIRECTORS-1987 to 1989, LEADERSHIP LAS VEGAS CLASS OF 2000

REGISTERED LANDSCAPE ARCHITECT, *State of Texas 1982 to Present.*

LICENSED REALTOR, *State of Nevada 1999 to Present.*

REFERENCES

BONNIE RINALDI, *Assistant City Mgr., City of Henderson*

*Clark County Planning, Las Vegas,
Nevada (702) 566-2970*

JOHN VORNSAND, *Land Use Consultant*

*Clark County Planning, Las Vegas,
Nevada (702) 896-2921*

JEFF CHAIN, *Developer (commercial)*

*Millennium Properties, Las Vegas, NV
(702) 733-2002*

Additional References Available Upon Request.

CONTINUING EDUCATION & COMPUTER SKILLS

Classes in Adobe Illustrator/Photoshop, Superpaint and Ofoto; Word Perfect, Group Wise, and Office 2000; continuing education classes in Real Estate

City of Las Vegas

Agenda Item No.: 78

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: AUGUST 2, 2000

DEPARTMENT: CITY ATTORNEY**DIRECTOR: BRADFORD R. JERBIC**☐**CONSENT**☒**DISCUSSION****SUBJECT:**

Discussion and possible action on Appeal of Work Card Denial: Carolyn Michele Joyner, 1410 South 13th Street, Las Vegas, NV 89104

Fiscal Impact☒**No Impact****Amount:**☐**Budget Funds Available****Dept./Division:**☐**Augmentation Required****Funding Source:****PURPOSE/BACKGROUND:****RECOMMENDATION:****BACKUP DOCUMENTATION:**

Appellant Letter of Appeal and City Clerk Notification Letter to Appellant

MOTION:

M. McDONALD – ABEYANCE to 8/16/2000 – UNANIMOUS with L.B. McDONALD excused

MINUTES:

The appellant was present.

SERGEANT VINCENT CANNITO, Las Vegas Metropolitan Police Department (Metro), reported that the work card denial was based on Las Vegas Municipal Code 6.86.110 and the reasons are indicated in the Confidential Report. Contact with the employer was attempted but not successful; therefore, it is uncertain as to whether the employer is aware of MS. JOYNER's criminal record. Metro would have no problem with granting the work card, as long as the appellant obtains a letter from her employer, as the Council has required in the past. MS. JOYNER indicated that her employer is aware of her record because she has worked there previously.

MAYOR GOODMAN indicated that he would like the matter held for two weeks so that MS. JOYNER could obtain a letter from her employer indicating awareness of her criminal history as well as an initialed copy of her arrest record.

City of Las Vegas

Agenda Item No.: 78

CITY COUNCIL MEETING OF AUGUST 2, 2000
Item 78 – Work Card Appeal – Carolyn Michele Joyner

MINUTES – Continued:

There was no further discussion.

(9:38 – 9:40)

1-1144

RECEIVED
CITY CLERK

2000 JUL 10 A 10:51

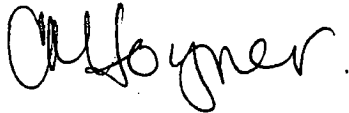
July 10, 2000

City Clerk
City of Las Vegas
400 East Stewart Avenue
Las Vegas, Nevada 89101

Gentlemen:

I wish to appeal to the City Council the denial by the Metropolitan Police Department of my Work Card application.

Sincerely,



Carolynn Michele Joyner
1410 S. 13th Street
Las Vegas, NV 89104



MAYOR
OSCAR B. GOODMAN

CITY COUNCIL
MICHAEL J. McDONALD
(MAYOR PRO-TEM)
GARY REESE
LARRY BROWN
LYNETTE B. McDONALD
TERENCE WEEKLY
MICHAEL MACK

CITY MANAGER
VIRGINIA VALENTINE

July 10, 2000

Carolynn Michele Joyner
1410 S. 13th Street
Las Vegas, NV 89104

Re: WORK CARD APPEAL

Dear Ms. Joyner:

I am in receipt of your formal appeal to the City Council regarding the denial of a work card. This matter will be heard by the City Council at their regularly scheduled meeting of August 2, 2000.

Your appeal is scheduled to be heard during the morning session of the meeting, which commences at 9:00 a.m. We would advise that you be in attendance to present your appeal and answer any questions which may arise.

Occasionally, the City Council has been persuaded to grant a work card to an applicant through the intercession of the applicant's prospective employer. Therefore, if you think that your prospective employer would acknowledge, either in writing or personally before the City Council at your hearing, that he is aware of the reasons your work card was originally denied and wishes to hire you anyway, I urge you to request him to do so.

If a letter is submitted to the Council, it must be from the licensee or principal who must be approved for suitability under Las Vegas Municipal Code Chapter 6.06 (the owner of the business, other principal or key employee) for the establishment in which you are seeking employment. Also, you should bring to the hearing all other materials which may assist you in your appeal.

Sincerely,

A handwritten signature in cursive script that reads "Beverly K. Bridges".

**BEVERLY K. BRIDGES
CHIEF DEPUTY CITY CLERK**

/epc

cc: City Attorney-Civil
Las Vegas Metropolitan Police Department - SIB

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TDD 702.386.9108
www.ci.las-vegas.nv.us

City of Las Vegas

Agenda Item No.: 79

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: AUGUST 2, 2000****DEPARTMENT: CITY ATTORNEY****DIRECTOR: BRADFORD R. JERBIC**☐**CONSENT**☒**DISCUSSION****SUBJECT:**

Discussion and possible action on Appeal of Work Card Denial: Shirley Jean Carter, 1401 Wintergreen Drive, Las Vegas, NV 89128

Fiscal Impact☒**No Impact****Amount:**☐**Budget Funds Available****Dept./Division:**☐**Augmentation Required****Funding Source:****PURPOSE/BACKGROUND:****RECOMMENDATION:****BACKUP DOCUMENTATION:**

Appellant Letter of Appeal and City Clerk Notification Letter to Appellant

MOTION:

M. McDONALD – Motion to bring forward and **STRIKE** Item Nos. 79 and 87 and hold in **ABEYANCE** Item No. 84 to 8/16/2000 – **UNANIMOUS** with **L.B. McDONALD** excused

MINUTES:

There was no discussion.

(9:31 – 9:32)

1-899

RECEIVED
CITY CLERK

2000 JUL 11 P 2:53

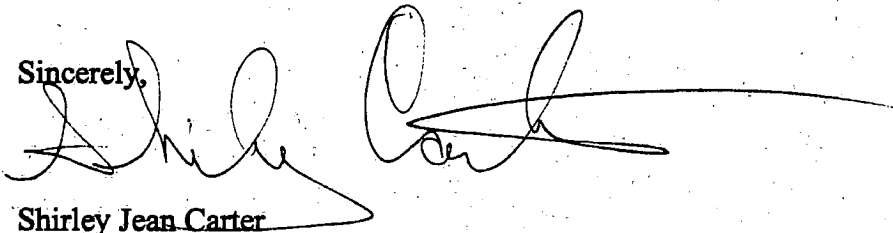
July 11, 2000

City Clerk
City of Las Vegas
400 East Stewart Avenue
Las Vegas, Nevada 89101

To Whom It May Concern:

I wish to appeal to the City Council the revocation of my work card by the Metropolitan Police Department. I have provided the City Clerk's office with the necessary paperwork from Metro to process my appeal.

Sincerely,

A handwritten signature in dark ink, appearing to read "Shirley Jean Carter", with a long horizontal flourish extending to the right.

Shirley Jean Carter
1401 Wintergreen Drive
Las Vegas, NV 89128



July 11, 2000

Shirley Jean Carter
1401 Wintergreen Drive
Las Vegas, NV 89128
Re: **WORK CARD REVOCATION APPEAL**

Dear Ms. Carter:

I am in receipt of your formal appeal to the City Council regarding the revocation of a work card by the Metropolitan Police Department. This matter will be heard by the City Council at their regularly scheduled meeting of **August 2, 2000**.

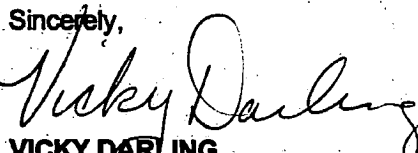
Your appeal is scheduled to be heard during the morning session of the meeting, which commences at 9:00 a.m. We would advise that you be in attendance to present your appeal and answer any questions, which may arise.

If you provide a copy of this letter to the Metropolitan Police Department, Fingerprint Division, they will issue you a temporary work card that will expire on the day your appeal is heard before the City Council, **August 2, 2000**.

Occasionally, the City Council has been persuaded to grant a work card to an applicant through the intercession of the applicant's employer. Therefore, if you think that your employer would acknowledge, either in writing or personally before the City Council at your hearing, that he/she is aware of the reasons your work card was revoked and wishes to continue your employment, I urge you to request him/her to do so.

If a letter is submitted to the Council, it must be from the licensee or principal who must be approved for suitability under Las Vegas Municipal Code Chapter 6.06 (the owner of the business, other principal or key employee) for the establishment in which you are currently employed. Also, you should bring to the hearing all other materials which may assist you in your appeal.

Sincerely,


VICKY DARLING
Assistant Deputy City Clerk

vwd

cc: City Attorney-Civil
Las Vegas Metropolitan Police Department – Special Investigations Bureau

MAYOR
OSCAR B. GOODMAN

CITY COUNCIL
MICHAEL J. McDONALD
(MAYOR PRO-TEM)
GARY REESE
LARRY BROWN
LYNETTE B. McDONALD
TERENCE WEEKLY
CHAE MACK

CITY MANAGER
VIRGINIA VALENTINE

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City of Las Vegas

Agenda Item No.: 80

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: AUGUST 2, 2000

DEPARTMENT: CITY ATTORNEY**DIRECTOR: BRADFORD R. JERBIC**☐**CONSENT**☒**DISCUSSION****SUBJECT:**

Discussion and possible action on Appeal of Work Card Denial: Rick Allen Gipson, 3000 Linkview Drive, Las Vegas, NV 89134

Fiscal Impact☒**No Impact****Amount:**☐**Budget Funds Available****Dept./Division:**☐**Augmentation Required****Funding Source:****PURPOSE/BACKGROUND:****RECOMMENDATION:****BACKUP DOCUMENTATION:**

Appellant Letter of Appeal and City Clerk Notification Letter to Appellant

MOTION:

M. McDONALD – ABEYANCE to 8/16/2000 – UNANIMOUS with L.B. McDONALD excused

MINUTES:

The appellant was not present.

SERGEANT VINCENT CANNITO, Las Vegas Metropolitan Police Department, indicated that the first section of the Confidential Report lists MR. GIPSON's convictions, which were not all listed on the referral. However, contact was made with MR. GIPSON's manager, who indicated that he is aware of his criminal history and is willing to employ him despite it. The manager was supposed to have sent a letter, but it has not been received yet. SERGEANT CANNITO suggested the matter be held for two weeks so that he can contact the manager.

COUNCILMAN McDONALD noted that he would like MR. GIPSON to be present.

There was no further discussion.

(9:40 – 9:41)

1-1234

RECEIVED
CITY CLERK

2000 JUL 19 P 1:11

July 19, 2000

City Clerk
City of Las Vegas
400 East Stewart Avenue
Las Vegas, Nevada 89101

Gentlemen:

I wish to appeal to the City Council the denial by the Metropolitan Police Department of my Work Card application.

Sincerely,



Rick Allen Gipson
3000 Linkview Drive
Las Vegas, NV 89134



July 19, 2000

Rick Allen Gipson
3000 Linkview Drive
Las Vegas, NV 89134

Re: WORK CARD APPEAL

Dear Mr. Gipson:

I am in receipt of your formal appeal to the City Council regarding the denial of a work card. This matter will be heard by the City Council at their regularly scheduled meeting of August 2, 2000.

Your appeal is scheduled to be heard during the morning session of the meeting, which commences at 9:00 a.m. We would advise that you be in attendance to present your appeal and answer any questions which may arise.

Occasionally, the City Council has been persuaded to grant a work card to an applicant through the intercession of the applicant's prospective employer. Therefore, if you think that your prospective employer would acknowledge, either in writing or personally before the City Council at your hearing, that he is aware of the reasons your work card was originally denied and wishes to hire you anyway, I urge you to request him to do so.

If a letter is submitted to the Council, it must be from the licensee or principal who must be approved for suitability under Las Vegas Municipal Code Chapter 6.06 (the owner of the business, other principal or key employee) for the establishment in which you are seeking employment. Also, you should bring to the hearing all other materials which may assist you in your appeal.

Sincerely,

A handwritten signature in cursive script, reading "Beverly K. Bridges".

BEVERLY K. BRIDGES
CHIEF DEPUTY CITY CLERK

/epc

cc: City Attorney-Civil
Las Vegas Metropolitan Police Department - SIB

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City of Las Vegas

Agenda Item No.: 81

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: AUGUST 2, 2000****DEPARTMENT: CITY ATTORNEY****DIRECTOR: BRADFORD R. JERBIC**☐**CONSENT**☒**DISCUSSION****SUBJECT:**

Discussion and possible action to approve Ground Lease Estoppel Certificate for Lady Luck Gaming Corporation Parking Garage Lease

Fiscal Impact☒**No Impact****Amount:**☐**Budget Funds Available****Dept./Division:**☐**Augmentation Required****Funding Source:****PURPOSE/BACKGROUND:****RECOMMENDATION:**

It is recommended that the City Council approve the Ground Lease Estoppel Certificate and authorize its execution on behalf of the City.

BACKUP DOCUMENTATION:

Ground Lease Estoppel Certificate (Parking Garage Lease)

MOTION:

M. McDONALD – APPROVED as recommended – UNANIMOUS with L.B. McDONALD excused

MINUTES:

CITY ATTORNEY JERBIC stated that his office has been handling this matter and it is in order. Approval will affirm the fact that the current tenant for the Lady Luck Parking Garage is not default in any terms of the lease. The lease will approve its assignment to the Lady Luck Gaming Corporation, which is a Delaware Corporation assuming ownership of the Lady Luck Hotel and Casino in the future.

NOTE: At the suggestion of COUNCILMAN MACK, MAYOR GOODMAN directed CITY ATTORNEY JERBIC to discuss with Lady Luck representatives the possibility of an arrangement to provide gratis public parking at the Lady Luck Parking Garage on City Council meeting days and for other functions at City Hall.

There was no further discussion.

(9:41 – 9:43)

1-1280

GROUND LEASE ESTOPPEL CERTIFICATE
(PARKING GARAGE LEASE)

To: Lady Luck Gaming Corporation
1641 Popp's Ferry Road
Biloxi, Mississippi 39532

By: City of Las Vegas, a municipal
corporation of the State of
Nevada ("Landlord")
c/o Las Vegas City Manager
400 East Stewart Avenue
Las Vegas, Nevada 89101

Re: That certain Indenture of Lease under date of June 6, 1984, by and between Landlord, as lessor, and Andrew Tompkins, as lessee ("Tenant"), recorded in the Official Records of Clark County, Nevada on June 7, 1984 in Book 1932 as Instrument No. 1891871 (the "Existing Lease"). The Existing Lease grants a leasehold interest (the "Leasehold Estate") in a parcel of real property (the "Leasehold Property") which is situate in Clark County, Nevada and which is particularly described therein. All references herein to the "Lease" shall be to the Existing Lease and to all amendments, extensions, restatements and other modifications thereto, or thereof, which are made subsequent to the date of this instrument.

Tenant has advised Landlord that Tenant has entered into an agreement to convey its interest in the Lease to Lady Luck Gaming Corporation, a Delaware corporation ("LLGC") and LLGC will assume all the obligations of Tenant under the Lease accruing after such assignment. As a condition to such conveyance LLGC has required the following agreements and representations of Landlord and Landlord makes the same with knowledge that LLGC will be relying thereon.

Landlord hereby represents to LLGC that to the best of its knowledge, information and belief:

(1) A true, correct and complete copy of the Existing Lease is attached hereto as "Exhibit A" and incorporated by reference herein.

(2) Landlord is the current lessor under the Lease. Landlord has not assigned or agreed to assign the lessor's interest in the Lease (or any portion thereof) to any person or entity. As the lessor under the Lease, Landlord is authorized to make the representations which are set forth herein to LLGC.

(3) Rent is currently FOUR HUNDRED SEVENTY NINE THOUSAND ONE HUNDRED SIXTY AND NO/100THS DOLLARS (\$479,160.00) per year. Rent is paid through June 30, 2001.

(4) Tenant is the current lessee under the Lease and is entitled to all rights and benefits of the lessee thereunder.

(5) The Existing Lease contains the entire agreement between Landlord and Tenant regarding the Leasehold Estate and has not, in any respect, been modified, altered or amended except as set forth herein (and Landlord has not reserved any portion of the Leasehold Property, as contemplated by Section 5 of the Lease, for use in connection with Landlord's overall downtown transportation plan).

(6) The Lease is in full force and effect, and, to the best knowledge of Landlord, Tenant is not in any respect in default under the terms and provisions of the Lease (nor is there any circumstance or condition now existing which would constitute such a default with notice, or lapse of time, or both). Landlord currently has no basis for any offsets against, or reductions of, its obligations under the Lease.

(7) Landlord hereby consents to the assignment of Tenant's interest in the Lease to LLGC. Tenant shall not be liable for any obligations accruing under the Lease after such assignment.

(8) This instrument shall be binding upon Landlord and upon its successors and assigns as the lessor under the Lease, and shall inure to the benefit of LLGC, its successors and assigns.

IN WITNESS WHEREOF, Landlord has executed this instrument as of the 2nd day of August, 2000.

LANDLORD:

CITY OF LAS VEGAS, a municipal
corporation of the State of Nevada

By 
OSCAR B. GOODMAN, Mayor

ATTEST:


BARBARA JO RONEUMUS, City Clerk

APPROVED AS TO FORM:

 7/25/00
Date

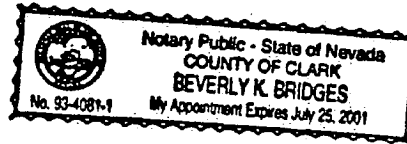
STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on 8-9, 2000, by

Oscar B. Goodman as Mayor of the City of Las Vegas.

Beverly K. Bridges
NOTARY PUBLIC

My Commission Expires: 7-25-2001



CITY COUNCIL MINUTES - JUNE 6, 1984

0136

INDENTURE OF LEASE

THIS INDENTURE OF LEASE, made and entered into this 6th day of June, 1984, by and between the City of Las Vegas, a municipal corporation of the State of Nevada (hereinafter referred to as "Lessor"), and Andrew Thompkins (hereinafter referred to as "Lessee"), the foregoing parties sometimes hereinafter referred to singly as "Party" and collectively as "Parties";

WITNESSETH:

WHEREAS, Lessor is the owner and operator of those certain public off-street parking facilities which are situate at and commonly known as 333 East Ogden Avenue, Las Vegas, Nevada (the "Demised Premises" herein), and hereinafter described with particularity, which, along with other public off-street parking facilities which are situate at and commonly known as 222 East Carson Avenue, Las Vegas, Nevada, were constructed with the proceeds of Lessor's Off-Street Parking Revenue and General Obligation Bonds, Series February 1, 1966 (the "Bonds" herein), during a period in which studies indicated that there was a need for additional public off-street parking facilities in the central business district; and

WHEREAS, since those parking facilities were constructed, many of the downtown hotels and Clark County have constructed additional off-street parking facilities in the central business district, with the result that the need for the public off-street parking facilities which are owned and operated by Lessor has diminished considerably; and

WHEREAS, Lessor has operated its public off-street parking facilities over the years at a financial loss, and such operation, if it remains the responsibility of Lessor, will continue to impose a substantial financial burden and drain upon Lessor's financial resources; and

CITY COUNCIL MINUTES - JUNE 6, 1984

0157

WHEREAS, Lessor desires to eliminate this burden and drain upon its financial resources and, at the same time, continue to make the Demised Premises available for off-street parking by means of a lease of the Demised Premises to a private operator; and

WHEREAS, Lessee desires to lease the Demised Premises for the term and upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, for and in consideration of the premises and of the terms, conditions and mutual covenants and agreements hereinafter contained, the Parties do hereby agree as follows:

Section 1. DEMISE, USE AND DESCRIPTION OF DEMISED PREMISES.

(a) Lease of Demised Premises. Lessor hereby leases to Lessee, and Lessee hires from Lessor, for the purpose of conducting therein the operation of a garage for the off-street parking of motor vehicles, those certain premises, with appurtenances, situate at and commonly known as 333 East Ogden Avenue, Las Vegas, Nevada, and more particularly described in the schedule attached as Exhibit "A" hereto and shown on the plat attached as Exhibit "B" hereto, both of which by this reference are made parts hereof. As used herein, the term "Demised Premises" refers to the real property described in Exhibits "A" and "B" and to any improvement located thereon from time to time during the term hereof.

(b) Warranty of quiet enjoyment. Lessor, for itself and its successors and assigns or any person lawfully claiming through Lessor, represents and warrants to Lessee that (1) Lessor will, at the time of delivery of possession of the Demised Premises to Lessee, be seized of an indefeasible estate in fee simple in, and have good, absolute and marketable title to the Demised Premises, free and clear of any lien, covenant, condition, restriction, encumbrance or claim of any third party, including without limitation the holders of the Bonds, or any party in possession of any part of the Demised Premises on the date immediately prior to

CITY COUNCIL MINUTES - JUNE 6, 1984

0158

delivery of possession thereof to Lessee, (ii) Lessor has good right, full power and lawful authority to lease the Demised Premises to Lessee and (iii) Lessee may at all times peaceably and quietly enter upon, hold, occupy and enjoy the Demised Premises. Lessor further covenants and agrees to deliver to Lessee, at Lessee's sole cost and expense, an acceptable ALTA tenant's policy of title insurance at the delivery of possession of the Demised Premises to Lessee, such policy to have a liability amount in the sum of Two Million and No/100ths Dollars (\$2,000,000.00).

(c) Ancillary uses. Lessee shall be entitled to make such additional uses of the Demised Premises as may be approved by Lessor and, subject to the provisions of Section 14 hereof, may make such alterations or improvements to the Demised Premises as may be necessary or appropriate to accommodate the same; provided, however, that in no event shall improvements and/or alterations result in the reduction of the number of parking spaces in the Demised Premises below eighty percent (80%) of the number of spaces available on the effective date hereof or, if Lessor has theretofore exercised the option which is provided for in paragraph (2) of subsection (a) of Section 5 hereof, below eighty percent (80%) of the number of the parking spaces remaining immediately following Lessor's exercise of such option.

Section 2. TERM AND DELIVERY. The term of this Lease shall be for fifty (50) years, commencing on the 1st day of July, 1984, and ending on the 30th day of June, 2034. Should Lessor be unable to deliver possession of the Demised Premises on or before July 1, 1984, then Lessee will accept possession at such later date as is mutually agreed on by the Parties. In case of such later delivery of possession, the term of this Lease shall commence on the date of such later delivery and shall be extended automatically to and including the last day of the calendar month in which there shall have expired the full fifty (50)-year period. Notwithstanding the foregoing, if possession of the

CITY COUNCIL MINUTES - JUNE 6, 1984

0159

Demised Premises is not delivered to Lessee by December 31, 1984, Lessee shall have the right to terminate this Lease by giving to Lessor written notice of termination at any time thereafter but prior to the day on which Lessor shall deliver possession of the Demised Premises to Lessee.

Section 3. RENT. The total rent for the term of this Lease shall be Eighteen Million and No/100ths Dollars (\$18,000,000.00) in lawful money of the United States of America, plus any adjustment as provided in Section 4 hereof, which Lessee agrees to pay to Lessor, without deduction or offset, at such place or places as may be designated from time to time by Lessor in annual installments, in advance, in the sum of Three Hundred Sixty Thousand and No/100ths Dollars (\$360,000.00) each, the first such installment to be due and payable on July 1, 1984, or such later date as may be established for the commencement of the term hereof pursuant to Section 2 above, and each subsequent installment to be due and payable on each successive anniversary date thereof. All of such installments and the total rent of Eighteen Million and No/100ths Dollars (\$18,000,000.00) provided above shall be subject to any adjustment as provided for in Section 4 hereof.

Section 4. ADJUSTMENT OF RENTAL. Lessor shall have the right to increase the rental to be paid by Lessee commencing on July 1, 1989, or, if a date later than July 1, 1984, is established for the commencement of the term hereof pursuant to Section 2 above, five (5) years after such later commencement date, and at intervals of every five (5) years thereafter, in the following manner:

In the event Lessor determines to increase such rent at any of the times specified above, Lessor shall so notify Lessee in writing at least ninety (90) days prior to the effective date of such increase and in such event the rental thereafter to be paid by Lessee, or until further adjustment as herein provided, shall

CITY COUNCIL MINUTES - JUNE 6, 1984

0160

be increased in the same proportion that the index figure of the Consumer Price Index published by the Bureau of Labor Statistics, United States Department of Labor, which is applicable to the Southern Nevada area, all items, for the day on which such notice is served on Lessee has increased above such index figure, if in respect of the five (5)-year period from July 1, 1989, to June 30, 1994, for July 1, 1984, and, in respect of each succeeding five (5)-year period thereafter, for the first day of the then current five (5) year period. (By way of illustration, the increase, if any, in rent for the five (5)-year period from July 1, 1994, to June 30, 1999, will be in the same proportion that such index figure for the day on which such notice is served on Lessee has increased above such index figure for July 1, 1989.) In the event that the Consumer Price Index shall increase in excess of ten per cent (10%) in any five (5)-year period, the increase in the annual rent for the next succeeding five (5)-year period shall be limited to ten per cent (10%) of the annual rent for such preceeding five (5)-year period.

If the rent is so increased, then, at the expiration of any five (5)-year period thereafter, Lessee shall have the right to require a decrease in the rental in the same proportion that such index figures may have decreased; provided, however, that in no event shall the rental be decreased below the amount specified in Section 3 hereof.

If the Bureau of Labor Statistics should, at any time during the term hereof, revise or change the methods or basic data used in calculating such index in such a way as to affect the direct comparability of the revised or changed index figure with the index figure for the applicable base date, the Bureau shall be requested to furnish a conversion factor designed to adjust to the new basis the aforementioned index figure for the applicable base date.

If the Consumer Price Index, as now constituted, compiled and published ceases to be compiled and published during the term

CITY COUNCIL MINUTES - JUNE 6, 1984

0161

hereof, then the Bureau of Labor Statistics shall be requested to furnish a statement converting the index figure for the applicable base date to a figure that would be comparable in another index published by the Bureau of Labor Statistics, and such other index shall be used in computing the rental increase provided for above.

If no conversion or other index is available, then such rental increase shall be determined by arbitration in the manner provided for in Section 26 hereof.

Section 5. OPTION TO RESERVE PORTIONS OF DEMISED PREMISES FOR USE BY LESSOR.

(a) Option to reserve. Lessor shall have the option, exercisable at any time prior to the expiration of the fifth year of the term of this Lease by giving Lessee written notice of such exercise at least ninety (90) days in advance of the intended occupancy, to occupy those portions of the Demised Premises, for use in connection with Lessor's overall downtown transportation plan, which are indicated in:

(1) Red on Exhibit "B" hereto. In the event of the exercise by Lessor of said option to occupy the portion of the Demised Premises which is described in this paragraph (1), Lessee shall have, and is hereby granted, an easement for ingress to and egress from the Demised Premises over and across the parcel of land which is described in Exhibit "C," attached hereto and by this reference made a part hereof; provided, however, that if the entrance to the Demised Premises is relocated and said described easement therefore becomes unnecessary for ingress to and egress from the Demised Premises, said described easement shall automatically be extinguished and the right to occupy and use the same shall revert to Lessor as if said described easement had never existed.

(2) Blue on Exhibit "B" hereto, together with the non-exclusive right to use the stairway and elevator adjacent to

CITY COUNCIL MINUTES - JUNE 6, 1984

0162.

such areas for ingress thereto and egress therefrom. In the event of the exercise by Lessor of said option to occupy the portions of the Demised Premises described in this paragraph (2), Lessor shall have the further right, at its sole cost and expense, to make such alterations, both structural and nonstructural, to the existing building, and such modifications to the exterior thereof, as Lessor, in its sole and absolute discretion, deems necessary, appropriate, expedient or desirable in order to effect full integration of said described portions into the overall downtown transportation plan; provided, however, that such alterations shall not interfere with Lessee's use of the Demised Premises or result in the reduction of the number of parking spaces therein below eighty per cent (80%) of the number of spaces available on the effective date hereof or, if Lessee has theretofore exercised the option which is provided for in subsection (c) of Section 1 above, below eighty percent (80%) of the number of parking spaces remaining immediately following Lessee's exercise of such option.

Lessor shall indemnify and hold Lessee harmless from and against any liability or claim of liability, including attorneys' fees, for damages to persons or property arising out of Lessor's use, alteration or modification of the above-described portions of the Demised Premises.

(b) Reduction in rent. In the event that Lessor shall exercise the option which is provided for in paragraph (2) of subsection (a) of this Section, Lessee shall be entitled to a reduction in the fixed annual rent hereunder in the same proportion that square footage of the area occupied pursuant thereto bears to the total square footage of the existing building on the effective date hereof. Such reduction in rent shall take effect on the date on which Lessee's use of the Demised Premises is interrupted.

Section 6. USES PROHIBITED. Lessee shall not use, or permit

CITY COUNCIL MINUTES - JUNE 6, 1984

0163

the Demised Premises, or any part thereof, to be used, for any purpose or purposes other than the purpose for which the Demised Premises are hereby leased or such ancillary use or uses as may be approved by Lessor, provided that such ancillary use or uses shall not result in the reduction of the number of parking spaces in the Demised Premises below eighty per cent (80%) of the number of spaces available on the effective date hereof or, if Lessor has theretofore exercised the option which is provided for in paragraph (2) of subsection (a) of Section 5 above, below eighty percent (80%) of the number of parking spaces remaining immediately following Lessor's exercise of such option. For the purposes of this Lease, an ancillary use is one which does not alter the primary use of the Demised Premises from that of being a garage for the off-street parking of motor vehicles. No use may be made or permitted to be made of the Demised Premises, nor any act done, which will cause a cancellation of any insurance policy covering the building located thereon or any part thereof, nor shall Lessee sell, or permit to be kept, used or sold, in or about the Demised Premises, any article which may be prohibited by the standard form of fire insurance policy. Lessee shall, at its sole cost and expense, comply with all of the requirements, pertaining to the Demised Premises, of any insurance organization or company necessary for the maintenance of insurance, as in Section 19 hereof provided, covering any building and appurtenances at any time located on the Demised Premises.

Section 7. WASTE AND NUISANCE PROHIBITED. Lessee shall not commit, or suffer to be committed, any waste or nuisance on the Demised Premises.

Section 8. ABANDONMENT. Lessee shall not vacate or abandon the Demised Premises at any time during the term of this Lease; and if Lessee shall abandon, vacate or surrender the Demised Premises, or be dispossessed by process of law, or otherwise, any personal property belonging to Lessee and left on the Demised Premises shall be deemed to be abandoned, at the option of

CITY COUNCIL MINUTES - JUNE 6, 1984

0164

Lessor.

Section 9. ENTRY BY LESSOR. Lessee shall permit Lessor and the agents of Lessor to enter into and on the Demised Premises at all reasonable times for the purpose of inspecting the same, or for the purpose of posting notices of nonresponsibility for alterations, additions or repairs, without any rebate of rent and without any liability to Lessee for any loss of occupation or quiet enjoyment of the Demised Premises thereby occasioned.

Section 10. TAXES AND ASSESSMENTS.

(a) Taxes as additional rental. As additional rental hereunder, Lessee shall pay and discharge as they become due, promptly and before delinquency, all taxes, assessments, rates, charges, license fees, municipal liens or levies, whether general or special, ordinary or extraordinary, of every name, nature and kind whatsoever, including all governmental charges of whatsoever name, nature or kind, which may be levied, assessed, charged or imposed, or which may become a lien or charge on the land hereby demised, or any part thereof, the leasehold of Lessee therein, the Demised Premises described herein or any building or other improvement now or hereafter thereon, or on Lessee's estate hereby created which may be a subject of taxation, or on Lessor by reason of its ownership of the fee underlying this Lease, during the entire term hereof.

(b) Assessments affecting improvements. Specifically and without in any way limiting the generality of the foregoing, Lessee shall pay all special assessments, levies or charges made by any municipal or political subdivision for local improvements in cash as they fall due and before they become delinquent and as required by the act and proceedings under which any such assessment, levy or charge is made by any municipal or political subdivision. In this connection, (i) with respect to any special assessment, levy or charge which Lessor, in its governmental capacity, proposes to impose against the Demised Premises, Lessee shall be considered to be the "owner" thereof for the purposes of

CITY COUNCIL MINUTES - JUNE 6, 1984

0163

Chapter 271 of the Nevada Revised Statutes, as from time to time amended, and, as such, shall be provided such notice of the proposed special assessment, levy or charge and shall be afforded such opportunity to protest the same as shall then be provided in said Chapter 271 for any record owner whose property will be affected by the proposed special assessment, levy or charge, or (ii) with respect to any special assessment which another governmental entity proposes to impose against the Demised Premises, Lessor, as the record owner thereof, will not consent to the proposed special assessment, levy or charge without the prior written consent of Lessee. Any failure of Lessor to provide Lessee with such notice and afford Lessee such right of protest or to obtain such consent, as the case may be, shall subject Lessor to the payment of any special assessment, levy or charge imposed in any proceeding to which such failure relates, without contribution from Lessee, but shall not provide Lessee with cause for termination pursuant to Section 35 hereof. If the right is given to pay any special assessment, levy or charge, for which Lessee is liable, either in one lump sum or in installments, Lessee may elect either mode of payment, and its election shall be binding on Lessor. If, by making any such election to pay in installments, any of such installments shall be payable after the termination of this Lease or any extended term hereof, such unpaid installments shall be prorated as of the date of such termination, and the amounts payable after the termination date shall be paid by Lessor. All other taxes and charges payable under this Section shall be prorated at the commencement and expiration of the term hereof.

(c) Contesting taxes. If Lessee shall in good faith desire to contest the validity or amount of any tax, assessment, levy or other governmental charge herein agreed to be paid by Lessee, Lessee shall be permitted to do so and to defer the payment of such tax or charge, the validity or amount of which Lessee is so contesting, until final determination of the contest by giving to

CITY COUNCIL MINUTES - JUNE 6, 1984

0166

Lessor written notice thereof prior to the commencement of any such contest, which shall be at least sixty (60) days prior to delinquency, and by protecting Lessor on demand by a good and sufficient surety bond against any such tax, levy, assessment rate or governmental charge and from any cost, liability or damage arising out of any such contest.

(d) Disposition of rebates. All rebates on account of any such tax, rate, levy, charge or assessment, required to be paid, and actually paid, by Lessee under the provisions of this Lease shall belong to Lessee, and Lessor will, on the request of Lessee, execute any receipt, assignment or other acquittance that may be necessary in order to secure the recovery of any such rebate and will pay over to Lessee any such rebate that may be received by Lessor.

(e) Receipts. Once in each calendar year during the term hereof, Lessee shall obtain and deliver to Lessor receipts or duplicate receipts or photostatic copies thereof for all taxes, assessments and other items required hereunder to be paid by Lessee.

Section 11. PERSONAL PROPERTY TAXES. Lessee shall pay before delinquency all personal property taxes assessed against the personal property of Lessee in or about the Demised Premises at any time during the term hereof.

Section 12. CONDITION OF DEMISED PREMISES; DISPOSITION OF IMPROVEMENTS; TRADE FIXTURES.

(a) Inspection of Demised Premises by Lessee. Lessee represents that it has inspected the Demised Premises and acknowledges that they are now in good condition and repair, save and except the concrete spalling condition which exists with respect to certain beams, columns and floors in the existing building.

(b) Absence of other structural defects. Lessor represents that, with the exception of the spalling condition which is referred to in subsection (a) of this Section, it has no knowledge of any structural defect in the Demised Premises, including the existing building.

CITY COUNCIL MINUTES - JUNE 6, 1984

0167

(c) Alterations to become part of realty. Subject to

Lessee's right to make nonstructural alterations or improvements, as in Section 14 hereof provided, any alteration, improvement or installation made by Lessee to the Demised Premises shall at once become a part of the realty and belong to Lessor. On the expiration of this Lease or any sooner termination hereof, Lessee shall, subject to the provisions of subsection (d) of this Section, surrender the Demised Premises and all improvements thereon to Lessor in good, sanitary and neat order, condition and repair.

(d) Removal of trade fixtures on termination. Lessee shall

have the right to remove its trade fixtures from the Demised Premises at the expiration or other termination of this Lease, provided that Lessee is not then in default hereunder, provided that Lessee shall repair any damage to the Demised Premises caused by such removal and provided that such right of removal shall not extend or apply to any fixture or equipment installed by Lessee in substitution for or replacement of any fixture or equipment which is now in place on the Demised Premises.

Section 13. REPAIRS AND DESTRUCTION OF IMPROVEMENTS.

(a) Maintenance of improvements. Except as provided in sub-

section (e) of this Section, Lessee shall, throughout the term of this Lease, at its sole cost and expense, and without any expense to Lessor, keep and maintain the Demised Premises, including all buildings, improvements and equipment of every kind which may be a part thereof, and all appurtenances thereto, including sidewalks adjacent thereto, in good, sanitary and neat order, condition and repair and, except as hereinafter specifically provided, shall restore and rehabilitate any improvement of any kind which may be destroyed or damaged by fire, casualty or other cause whatsoever. Lessor shall not be obligated to make any repair, replacement or renewal of any kind, nature or description whatsoever to the Demised Premises or to any building, improvement or equipment thereon or therein.

CITY COUNCIL MINUTES - JUNE 6, 1984

0168

(b) Damage to and destruction of improvements. Except as provided in subsection (a) of this Section, the damage, destruction or partial destruction of any building or other improvement which is a part of the Demised Premises shall not release Lessee from any obligation hereunder except as hereinafter expressly provided and, in case of damage to or destruction of any such building or improvement, Lessee, at its own expense, shall promptly repair and restore the same to a condition as good or better than that which existed prior to such damage or destruction. Without limiting such obligations of Lessee, the proceeds of any insurance covering such damage or destruction shall be made available to Lessee for such repair or replacement.

(c) Damage or destruction occurring toward end of term. Anything to the contrary in the immediately preceding subsections of this Section notwithstanding, in case of destruction of any building or improvement on the Demised Premises or damage thereto from any cause so as to make the same untenable which occurs during the last five (5) years of the term hereof, Lessee, if not then in default hereunder, may elect to terminate this Lease by written notice served on Lessor within ninety (90) days after the occurrence of such damage or destruction. In the event of such termination, there shall be no obligation on the part of Lessee to repair or restore the building or improvements nor any right on the part of Lessee to receive any proceeds collected under any insurance policies covering such building or improvements, or any part thereof (excluding, of course, the proceeds of any business interruption insurance), and Lessee shall assign to Lessor all rights to receive such proceeds and shall pay over to Lessor any such proceeds received by Lessee prior to the effectiveness of such assignment. On such termination, all rent, taxes, assessments and other sums payable by Lessee to Lessor hereunder shall be prorated as of the termination date, and, in the event that any rent, tax, assessment or other sum shall have been paid in advance, Lessor shall refund the same for the unexpired period for which payment shall have been made.

CITY COUNCIL MINUTES - JUNE 6, 1984

0169 -

(d) Election not to terminate. If, in the event of such destruction or damage during the last five (5) years of the term hereof, Lessee does not elect to terminate this Lease, the proceeds of all insurance covering such damage or destruction shall be made available to Lessee for such repair or replacement, and Lessee shall be obligated to repair or rebuild the buildings and improvements as above provided.

(e) Loss by inherent defect or uninsurable casualty. Notwithstanding anything to the contrary in this Section contained, in the event that, (i) within the first five (5) years of the term of this Lease, the existing building should be damaged as a result of an inherent defect in the construction thereof, other than the concrete spalling condition which is described in subsection (a) of Section 12 hereof, or (ii), within the first fifteen (15) years of such term, the building should be damaged by any uninsurable casualty which is not the fault or is beyond the control of Lessee, to the extent that the same shall be rendered substantially unusable by Lessee, and substantial repairs are required to make the Demised Premises structurally sound and as usable as they were at the commencement of the term of this Lease, Lessee, at its option, may, in the alternative, (i) elect to terminate this Lease, in which event all rent, taxes, assessments and other sums payable by Lessee to Lessor hereunder shall be prorated as of the termination date, and, in the event that any rent, tax, assessment or other sum shall have been paid in advance, Lessor shall refund the same for the unexpired period for which payment shall have been made, or (ii), with the approval of Lessor, effect such structural repairs and cause such construction or reconstruction to be done as may be necessary to make the Demised Premises structurally sound and as usable as they were at the commencement of the term hereof. In the event that Lessee elects to effect such structural repairs, all sums expended or obligations incurred by Lessee in connection therewith shall be shared equally by Lessee and Lessor, and Lessor,

CITY COUNCIL MINUTES - JUNE 6, 1984

0170

upon demand, shall pay its share thereof to Lessee. If Lessor fails to reimburse Lessee for Lessor's share of such sums, Lessee may deduct the same from the rents subsequently payable hereunder until Lessor's share of such sums has been fully reimbursed to Lessee. During such work or repair, construction or reconstruction, the fixed annual rent hereunder shall be abated in the same proportion that the square footage of the area or areas of the existing building made unuseable thereby bears to the total square footage of the existing building on the effective date hereof. For purposes of this subsection, "substantially unusable" refers to damage to the existing building which renders it unusable in excess of twenty-five per cent (25%) of the square footage thereof on the effective date hereof, and "substantial repairs" means necessary repairs, construction or reconstruction of more than twenty-five per cent (25%) of the building as it exists on the effective date hereof.

Section 14. ALTERATIONS BY LESSEE; ERECTION OF SIGNS. Subject to the provisions of Section 17 hereof, Lessee is granted permission to make nonstructural alterations or improvements to the interior of the existing building without Lessor's approval, provided the cost of each such alteration or improvement shall not exceed Five Thousand and No/100ths Dollars (\$5,000.00). Prior to making any nonstructural alteration or improvement to the interior of the building that costs in excess of Five Thousand and No/100ths Dollars (\$5,000.00), or any structural alteration or improvement to the interior of the building or any alteration or improvement to the exterior of the building, or prior to constructing any new improvement on the Demised Premises, including erecting thereon or affixing thereto any sign of any kind or character, Lessee shall submit to and obtain Lessor's written approval of plans and specifications therefor, which approval shall not be unreasonably withheld by Lessor. Such approval shall be evidenced by the joint signatures of the City Manager and the City Engineer of Lessor, which approval shall not

CITY COUNCIL MINUTES - JUNE 6, 1984

0171

unreasonably be withheld, and any disapproval by the City Manager or the City Engineer, or both, may be appealed to the City Council of Lessor. Any work done in or to the Demised Premises by Lessee, with or without the approval of Lessor as herein provided, shall comply with the requirements of all federal, state or municipal authorities having jurisdiction.

In this connection, Lessor acknowledges that Lessee, subject to the approval of Lessor as aforesaid as to each such alteration or improvement or series of alterations or improvements, as the case may be, shall be entitled to (i) make alterations or improvements to the appearance and structure of the Demised Premises, including the interior, exterior and areas of ingress and egress, either to facilitate the operation of the Demised Premises or to assist in the integration of the structure or structures thereon into the operation of such other facilities as Lessee may have in its immediate vicinity; provided, however, that such alterations and improvements shall not result in the reduction of the number of parking spaces in the Demised Premises below eighty per cent (80%) of the number of spaces available on the effective date hereof or, if Lessor has theretofore exercised the option which is provided for in paragraph (2) of subsection (a) of Section 5 above, below eighty percent (80%) of the number of parking spaces remaining immediately following Lessor's exercise of such option and provided, further, that at the end of the term hereof and at the request of Lessor, Lessee restores the Demised Premises to substantially the same condition they were prior to such alterations or improvements, reasonable wear and tear excepted, and (ii) increase the size of the existing building on the Demised Premises to provide additional parking spaces or space for such additional uses as Lessor may approve.

Section 15. MAINTAINING APPEARANCE OF DEMISED PREMISES. Lessee, at its expense, shall maintain the exterior of all buildings, whether now existing or later constructed, on the Demised Premises, the landscaping on, and all other portions of, the

CITY COUNCIL MINUTES - JUNE 6, 1984

0172

Demised Premises visible from the surrounding streets in as good, sanitary and neat order, condition and repair as the same exists on the commencement of the term hereof and at all times shall maintain sightly screens or barricades around any exterior garbage or storage areas. Landscaping of the areas on or adjacent to the Demised Premises, with proper gardening service, shall be maintained at all times along the street frontages of the Demised Premises, except where necessary driveways are maintained, to insure an appearance which is at least equal to the manner in which the same is maintained on the effective date hereof.

Section 16. UTILITIES. Lessee shall fully and promptly pay for all water, gas, heat, light, power, telephone service and other public utilities of every kind furnished to the Demised Premises throughout the term hereof and all other expenses of every kind whatsoever of or in connection with the use, operation and maintenance of the Demised Premises and all activities conducted thereon, and Lessor shall have no responsibility of any kind for any thereof.

Section 17. LIENS.

(a) Lessee's duty to keep Demised Premises free of liens.

Lessee shall keep the Demised Premises, and every part thereof, and all buildings and other improvements at any time located thereon free and clear of any and all mechanics', materialmen's and other liens for or rising out of or in connection with any work or labor done, services performed or materials or appliances used or furnished for or in connection with any operation of Lessee, any alteration, improvement, repair or addition which Lessee may make or permit or cause to be made, or any work or construction by, for or permitted by Lessee on or about the Demised Premises, or any obligation of any kind incurred by Lessee, and Lessee shall, at all times, promptly and fully pay and discharge all claims on which any such lien may or could be based and shall indemnify Lessor and all of the Demised Premises and all buildings and improvements thereon against all such liens

CITY COUNCIL MINUTES - JUNE 6, 1984

0173

and claims of liens and suits or other proceedings pertaining thereto. Lessee shall give Lessor written notice not less than fifteen (15) days in advance of the commencement of any construction, or of any alteration, addition, improvement or repair, costing in excess of Five Thousand and No/100ths Dollars (\$5,000.00), in order that Lessor may post appropriate notices of Lessor's nonresponsibility.

(b) Contesting liens. If Lessee desires to contest any such lien, it shall notify Lessor of its intention to do so within thirty (30) days after the filing of such lien. In such case, and provided that Lessee shall, on demand, protect Lessor by a good and sufficient surety bond against any such lien and any cost, liability or damage arising out of such contest, Lessee shall not be in default hereunder until thirty (30) days after the final determination of the validity thereof, within which time Lessee shall satisfy and discharge such lien to the extent held valid; but the satisfaction and discharge of any such lien shall not, in any case, be delayed until execution is had on any judgment rendered thereon, and such delay shall automatically constitute a default of Lessee hereunder without any notice from Lessor to Lessee. In the event of any such contest, Lessee shall protect and indemnify Lessor against all loss, expense and damage resulting therefrom.

Section 18. INDEMNIFICATION OF LESSOR. Except for acts of Lessor or its agents, or as otherwise expressly provided in this Lease, Lessor shall not, at any time or to any extent whatsoever, be liable, responsible or in any way accountable for any injury to or death of persons or loss, destruction or damage to property, including the property and employees of Lessee, occurring in, on or about the Demised Premises or wherever occurring, resulting from any use of or activities on the Demised Premises or the operations of Lessee under this Lease, whether such injury, death, loss, destruction or damage shall be caused by or in any way result from or arise out of any act, omission or

CITY COUNCIL MINUTES - JUNE 6, 1984

0174

negligence of Lessee or of any occupant, subtenant, visitor or user of any portion of the Demised Premises, or shall result from or be caused by any other matter or thing, whether of the same kind as or of a different kind than the matters or things above set forth, and Lessee shall forever indemnify Lessor against any and all claims, liability, loss, damage, actions or causes of action whatsoever on account of any such injury, death, loss, destruction or damage and any related expense, including attorneys' fees.

Section 19. INSURANCE.

(a) Insurance coverage on Demised Premises. Lessee shall, at all times during the term of this Lease and at its sole cost and expense, keep all improvements which now are or hereafter become a part of the Demised Premises insured against loss or damage by fire and the extended coverage hazards for ninety per cent (90%) of the full replacement value of such improvements under a Stipulated Amount Endorsement naming Lessor and Lessee as the insureds, with loss payable to Lessor and Lessee as their respective interests may appear. The policies of insurance providing such coverage shall contain endorsements providing coverage for the costs of any demolition required by the applicable building codes and for one hundred per cent (100%) of the full replacement value of the demolished portion of the improvements. Any loss adjustment shall require the written consent of both Lessor and Lessee, except that any loss not exceeding Five Thousand and No/100ths Dollars (\$5,000.00) shall be payable to Lessee alone, and the loss adjustment in such cases shall not require the written consent of Lessor.

(b) Insurance coverage on fixtures. At all times during the term of this Lease, Lessee shall, at its sole cost and expense, keep all trade fixtures and equipment and all merchandise of Lessee or a subtenant of Lessee that may be in the Demised Premises from time to time insured against loss or damage by fire and the extended coverage hazards for an amount that, in Lessee's

CITY COUNCIL MINUTES - JUNE 6, 1984

0175

judgment, will insure the ability of Lessee and its subtenants to replace such trade fixtures, equipment and merchandise.

(c) Personal injury liability insurances. Lessee shall, at its sole cost and expense, maintain, in effect throughout the term of this Lease, personal injury liability insurance covering the Demised Premises and its appurtenances and the sidewalks fronting thereon, including the sidewalk area used for pedestrians or vehicular travel entering or leaving the Demised Premises, in the amount of One Million and No/100ths Dollars (\$1,000,000.00), for injury to or death of any one person, and Five Million and No/100ths Dollars (\$5,000,000.00), for injury to or death of any number of persons in one occurrence, and property damage liability insurance in the amount of Five Hundred Thousand and No/100ths Dollars (\$500,000.00). Such insurances shall specifically insure Lessee against all liability assumed by it hereunder, as well as liability imposed by law, and shall insure both Lessor and Lessee, but shall be so endorsed as to create the same liability on the part of the insurer as though separate policies had been written for Lessor and Lessee.

(d) Lessor's right to pay premiums on behalf of Lessee. All of the policies of insurance referred to in this Section shall be written in form and by insurance companies satisfactory to Lessor. Lessee shall pay all of the premiums therefor and deliver such policies, or certified copies thereof, including all endorsements and amendments thereof, to Lessor, and, in the event of the failure of Lessee either to effect such insurance in the names herein called for within five (5) days after the commencement of the term of this Lease and thereafter at least thirty (30) days prior to the expiration of any policy, or to pay the premiums therefor when required, or to deliver such policies or certified copies thereof to Lessor forthwith upon their becoming effective, Lessor shall be entitled, but shall have no obligation, to effect such insurance and pay the premiums therefor, which premiums shall be repayable to Lessor with the next

CITY COUNCIL MINUTES - JUNE 6, 1984

0176

installment of rent, and the failure to repay the same shall carry with it the same consequences as failure to pay any installment of rent. Each insurer mentioned herein shall agree, by endorsement to the policy or policies issued by it or by independent instrument furnished to Lessor, that it will give Lessor ninety (90) days' written notice by certified mail before the policy or policies in question shall be altered or cancelled. Lessor shall not unreasonably withhold its approval as to the form of the policies of insurance or insurance companies. The insurance provided for in subsection (b) of this Section shall not be subject to the provisions of this subsection (d).

(e) Definition of full replacement value. The term "full replacement value" of the improvements as used herein shall mean the actual replacement cost thereof from time to time less exclusions provided in the normal fire insurance policy. In the event either Party believes that the full replacement value (i.e., the then replacement cost less exclusions) has increased or decreased, it shall have the right, but, except as hereinafter provided, only at intervals of not less than one (1) year, to have such full replacement value redetermined by an impartial third person ("Impartial Appraiser" herein) selected by the Parties, or, should they be unable to agree on a selection, by an impartial third person chosen by the then Insurance Commissioner of Nevada on application by either Party made after fifteen (15) days' written notice to the other Party of the time and place of such application. After the selection of the Impartial Appraiser has been made, the Party desiring to have such full replacement value so redetermined thereby shall, forthwith upon the submission of such redetermination to the Impartial Appraiser, give written notice thereof to the other Party. The determination of the Impartial Appraiser shall be final and binding on the Parties, and Lessee shall forthwith increase, or may decrease, as the case may be, the amount of the insurance carried pursuant to this Section to the amount necessary to protect the Demised Premises

CITY COUNCIL MINUTES - JUNE 6, 1984

0177

at ninety per cent (90%) of the new full replacement value as so determined by the Impartial Appraiser. Such determination shall be binding for a period of one (1) year and until superseded by agreement between the Parties or by a subsequent redetermination by an Impartial Appraiser. The Party requesting the redetermination shall pay the entire fee, if any, of the Impartial Appraiser if the redetermination is not more favorable to that Party than the prior determination. If the redetermination is more favorable to the Party requesting it than the prior determination, each Party shall pay fifty per cent (50%) of the fee, if any, of the Impartial Appraiser. If, during any one (1) year, Lessee shall have made improvements to the Demised Premises, Lessor may have such full replacement value redetermined at any time after such improvements are made, regardless of when the full replacement value was last determined. The term "full replacement value" of trade fixtures, equipment and merchandise, as used herein, shall mean the actual replacement cost thereof from time to time. In the event either Party believes that the full replacement value of such trade fixtures, equipment and merchandise has increased or decreased, it shall have the right to have such replacement value redetermined as provided above for the redetermination of the full replacement value of the improvements.

(f) Adjustment of coverage. In the event that either Party shall at any time deem the limits of the bodily injury or property damage liability insurance then carried to be either excessive or insufficient, the Parties shall endeavor to agree on the proper and reasonable limits for such insurance then to be carried, and such insurance shall thereafter be carried with the limits thus agreed on until further change pursuant to the provisions of this subsection. If the Parties shall be unable to agree on such limits, the proper and reasonable limits for such insurance shall be determined by an impartial third person selected by the Parties, or, should they be unable to agree on a

CITY COUNCIL MINUTES - JUNE 5, 1984

0178

selection, by an impartial third person chosen by the then Insurance Commissioner for the State of Nevada on application by either Party made after fifteen (15) days' written notice to the other Party of the time and place of such application, and the decision of such impartial third person as to the proper and reasonable limits for such insurance then to be carried shall be binding on the Parties and such insurance shall be carried with the limits as thus determined until such limits shall again be changed pursuant to the provisions of this subsection. The expense of such determination shall be borne equally by the Parties.

(g) Blanket insurance policies. Notwithstanding anything to the contrary contained within this Section, Lessee's obligation to carry the insurance provided for herein may be brought within the coverage of a so-called blanket policy or policies of insurance carried and maintained by Lessee; provided, however, that the coverage afforded Lessor shall not be reduced or diminished or otherwise be different from that which would exist under separate policies meeting all of the requirements of this Lease by reason of the use of such blanket policy of insurance, and, provided further, that the requirements of subsection (d) of this Section are otherwise satisfied.

(h) Cost of insurance deemed additional rental. The cost of insurance required to be carried by Lessee pursuant to this Section shall be deemed to be additional rental hereunder.

Section 20. SURRENDER OF DEMISED PREMISES. Lessee shall pay the rent and all other sums required to be paid hereunder in the amounts, at the times and in the manner herein provided, shall keep and perform all the terms and conditions hereof on its part to be kept and performed and, at the expiration or sooner termination of this Lease, shall peaceably and quietly quit and surrender to Lessor the Demised Premises in good order and condition, subject to the other provisions of this Lease. In the event of the nonperformance by Lessee of any of the covenants of

CITY COUNCIL MINUTES - JUNE 6, 1984

0179

Lessee undertaken herein, this Lease may be terminated as herein provided.

Section 21. INSOLVENCY AND BANKRUPTCY. Either (i) the filing by or against Lessee of a voluntary or involuntary, as the case may be, petition in bankruptcy or the making by Lessee of an assignment for the benefit of creditors, or (ii) the consenting by Lessee to the appointment of a receiver or trustee of all or any part of its property, or (iii) the filing by Lessee of a petition or answer seeking reorganization under the Bankruptcy Code or any other applicable law, or (iv) the filing by Lessee of a petition to take advantage of any insolvency act, shall constitute a breach of this Lease by Lessee. On the occurrence of any such event, this Lease shall terminate thirty (30) days after written notice of termination from Lessor to Lessee.

Section 22. NOTICE OF DEFAULT.

(a) Notice to cure default in rent. Except as to the provisions of Section 21 hereof, Lessee shall not be deemed to be in default hereunder in the payment of rent or the payment of any other moneys as herein required or in the furnishing of any bond or insurance policy when required herein unless Lessor shall first give to Lessee thirty (30) days' written notice of such default, and Lessee has failed to cure such default within such thirty (30)-day period.

(b) Notice to cure other defaults. Except as to the provisions or events referred to in subsection (a) of this Section, Lessee shall not be deemed to be in default hereunder unless Lessor shall first give to Lessee ninety (90) days' written notice of such default, and Lessee has failed to cure such default within such ninety (90)-day period, or, if the default is of such a nature that it cannot be cured within ninety (90) days, Lessee has failed to commence to cure such default within such period of ninety (90) days or has failed thereafter to proceed to the curing of such default with all possible diligence.

Section 23. DEFAULT. In the event of any default hereunder by

CITY COUNCIL MINUTES - JUNE 6, 1984

0180

Lessee, Lessor, in addition to the other rights or remedies it may have, shall have the immediate right to re-enter the Demised Premises and remove all persons and property therefrom. Any such property may be removed and stored in a public warehouse or elsewhere at the cost and expense, and for the account, of Lessee.

Should Lessor elect to re-enter, as herein provided, or should Lessor take possession pursuant to legal proceedings or pursuant to any notice provided for by law, it may either terminate this Lease or it may, from time to time without terminating this Lease, relet the Demised Premises, or any part thereof, for such term or terms (which may be for a term extending beyond the term of this Lease) and at such rental or rentals and on such other terms and conditions as Lessor, in its sole and absolute discretion, may deem advisable, with a right to make alterations and repairs to the Demised Premises. On any such reletting,

(i) Lessee shall be immediately liable to pay to Lessor, in addition to any indebtedness, other than rent, due hereunder, the expense of such reletting and for such alterations and repairs incurred by Lessor, and the amount, if any, by which the rent reserved in this Lease for the period of such reletting (up to but not beyond the term of this Lease) exceeds the amount agreed to be paid as rent for the Demised Premises for such period on such reletting, or (ii), at the option of Lessor, rents received by Lessor from such reletting shall be applied, first, to the payment of any indebtedness, other than rent, due hereunder from Lessee to Lessor, second, to the payment of any expense of such reletting and of such alteration and repair, third, to the payment of rent due and unpaid hereunder, and fourth, the residue, if any, shall be held by Lessor and applied in payment of future rent as the same may become due and payable hereunder. If Lessee has been credited with any rent to be received by such reletting under option (i) hereof, and such rent shall not be promptly paid to Lessor by the new tenant, or if such rentals received from such reletting under option (ii) hereof during any

CITY COUNCIL MINUTES - JUNE 6, 1984

0181

month are less than that to be paid during that month by Lessee hereunder, Lessee shall pay any such deficiency to Lessor. Such deficiency shall be calculated and paid monthly. No such re-entry or taking possession of the Demised Premises by Lessor shall be construed as an election on the part of Lessor to terminate this Lease unless a written notice of such intention is given to Lessee or unless the termination hereof be decreed by a court of competent jurisdiction. Notwithstanding any such reletting without termination, Lessor may, at any time thereafter, elect to terminate this Lease for such previous default. Should Lessor, at any time, terminate this Lease for any default of Lessee, in addition to any other remedy it may have, Lessor may recover from Lessee all damages it may incur by reason of such breach, including the cost of recovering the Demised Premises and including the worth, at the time of such termination, of the amount, if any, by which the amount of rent and charges equivalent to the rent reserved in this Lease for the remainder of the stated term exceeds the then reasonable rental value of the Demised Premises for the remainder of the stated term, all of which amounts shall be immediately due and payable from Lessee to Lessor.

Section 24. LESSOR'S RIGHT TO PERFORM. In the event that Lessee, by failing or neglecting to do or perform any act or thing herein provided by it to be done or performed, shall be in default hereunder and such failure shall continue for a period as heretofore described in Section 22, after written notice from Lessor specifying the nature of the act or thing to be done or performed, then Lessor shall be entitled, but shall have no obligation, to do or perform or cause to be done or performed such act or thing (entering on the Demised Premises for such purposes, if Lessor shall so elect), and Lessor shall not be or be held liable, or in any way responsible, for any loss, inconvenience, annoyance or damage resulting to Lessee on account thereof, and Lessee shall repay to Lessor, on demand, the entire expense

CITY COUNCIL MINUTES - JUNE 6, 1984

0182

thereof, including compensation to the agents and employees of Lessor. Any act or thing done by Lessor pursuant to the provisions hereof shall not be or be construed as a waiver of any such default by Lessee or waiver of any term, covenant or condition herein contained or for the performance thereof or of any other right or remedy of Lessor hereunder or otherwise. All amounts payable by Lessee to Lessor under any of the provisions of this Lease, if not paid when the same become due as provided in this Lease, shall bear interest from the date the same became due until paid at the rate of twelve per cent (12%) per annum, compounded annually.

Section 25. MAINTENANCE; PAINTING; ROOFING. Lessee shall, at Lessee's sole cost and expense, maintain in good condition and repair, and shall replace whenever necessary, sidewalks, curbs, roads, driveways, lighting standards, landscaping, sewers, water, gas and electrical distribution systems and facilities, drainage facilities and all signs, both illuminated and non-illuminated, which now are or hereafter become situate on the Demised Premises. Lessee shall maintain the lines designating the parking spaces within the Demised Premises in good condition and paint the same as often as may be necessary so that they are easily discernible at all times. Lessee, at its sole cost and expense, shall paint the exterior of all buildings on the Demised Premises as often as may be necessary in order to maintain the same in a neat, well-kept and attractive condition and shall effect such painting in a first-class, workmanlike manner with at least one coat of paint. Lessee shall install new roof covering on or recoat the roofs of all buildings on the Demised Premises in a first-class, workmanlike manner as often as may be necessary in order to prevent moisture from entering said buildings, and Lessee shall take all reasonable precautions to insure that the drainage facilities of the various roofs are not clogged and are in good and operable condition at all times. All of this work is to be executed to the approval of Lessor.

CITY COUNCIL MINUTES - JUNE 6, 1984

0183

Section 26. EXERCISE OF EMINENT DOMAIN. If title to the Demised Premises, or any part thereof, shall be taken for any public or quasi-public use under any statute or by right of eminent domain, or by purchase under threat thereof, the amount that may be awarded as compensation, or both compensation and damages, or received as a result of any such condemnation proceedings, or the purchase price received, shall be apportioned between Lessor and Lessee as their interests may appear.

(a) Condemnation rendering Demised Premises unsuitable for Lessee's occupancy. In the event that such portion of the Demised Premises shall be so taken that a reasonable amount of reconstruction of the then existing buildings will not constitute the same a practical improvement for the remaining portion of the Demised Premises and reasonably suitable for Lessee's continued occupancy thereof, this Lease shall terminate as of the date title to the portion condemned shall vest in the condemner or the purchaser, as the case may be, and the rental due hereunder shall be apportioned between the Parties as of the date of such taking. A taking of more than twenty-five per cent (25%) of the ground floor area of the Demised Premises shall be conclusively presumed to have rendered the remainder of the Demised Premises not reasonably suitable for Lessee's continued occupancy in order to entitle Lessee, at its option, to terminate this Lease.

(b) Condemnation not rendering Demised Premises unsuitable for Lessee's occupancy. In the event that a part of the Demised Premises shall be so taken that a reasonable amount of reconstruction of the then existing buildings will constitute the same a practical improvement for the remaining portion of the Demised Premises and reasonably suitable for Lessee's continued occupancy thereof, the fixed annual rent hereunder shall thereafter be reduced from the date of such taking in an amount to be agreed upon in writing by Lessor and Lessee, or, if such agreement is not reached within ninety (90) days after the taking, then the amount of the reduction shall be determined by a panel of arbitrators

CITY COUNCIL MINUTES - JUNE 6, 1984

0184

selected as in subsection (f) of this Section provided. Except as herein otherwise provided, this Lease and all payments required to be made by Lessee hereunder shall remain in full force and effect.

(c) Condemnation of fixtures or improvements. Nothing contained in subsections (a) and (b) of this Section shall be deemed or construed to prevent Lessee from interposing or prosecuting, in any condemnation proceeding, a claim for the value of any of its fixtures or improvements installed in, or made to, the Demised Premises and receiving and retaining the proceeds of any such claim, and Lessor shall have no claim or right thereto. The foregoing does not apply to any fixture or improvement for which Lessee has received reimbursement from Lessor, either in cash or by recovery of cost by reduction of rent, or to any fixture or equipment which has been installed by Lessee in substitution for or replacement of any fixture or equipment which is now in place on the Demised Premises.

(d) Partial condemnation. In the event that only a part of the Demised Premises shall be so taken and the building shall be partially removed or taken as a result thereof, Lessor shall, should this Lease remain in force as to the part not so taken, with reasonable diligence repair the remaining portion of the building in order to restore such remaining portion as a building complete in itself and in order to put the same in a condition to be used by Lessee as a complete building, but Lessor shall not be obligated to expend thereon more than the sum awarded to Lessor as compensation for the taking of a part of such building in such condemnation proceedings or in settlement in lieu thereof. There shall be an abatement or reduction in rent during restoration, to be determined in accordance with subsection (b) of this Section. Lessor may so repair only upon the condition that such repairs will render the Demised Premises reasonably suitable for Lessee's continued occupancy thereof.

(e) Notice of service of process. Each Party shall give to

CITY COUNCIL MINUTES - JUNE 6, 1984

0185

the other Party immediate notice of the service on either of them of any legal process in connection with any such condemnation proceeding. Each Party shall execute and deliver to the other Party all instruments which may be required in order to effectuate the provisions hereof.

(f) Provision for arbitration. In the event that, in the opinion of either Party, the percentages set forth in subsection (a) of this Section are unreasonable in the light of then existing conditions or in the event of any dispute or controversy between the Parties with respect to the provisions of this Section, the construction thereof or the rights and obligations of the Parties hereunder, such percentages or such dispute or controversy shall be arbitrated as follows: Each Party shall select an arbitrator, the two arbitrators so selected shall select a third arbitrator, who shall serve as the chairman of the arbitration panel, and the three arbitrators so selected shall hear and determine the controversy. The decision of the arbitration panel shall be final and binding on both Lessor and Lessee, who shall bear the cost of such arbitration equally between them.

Section 27. SECURITY DEPOSIT. As and for a security deposit, Lessee shall deposit with Lessor, on or before July 1, 1984, or such later date as may be established for the commencement of the term hereof pursuant to Section 2 above, an amount equal to the first annual installment of rent which is due on that date. The Parties agree that such deposit shall be held by Lessor as security for the faithful performance by Lessee of all of the terms, covenants and conditions of this Lease by Lessee to be kept and performed during the term hereof. If at any time Lessee shall be in default in the payment of any of the rent herein reserved or in the payment of any other sum payable hereunder by Lessee to Lessor, including without limitation the repayment of any sum expended by Lessor pursuant to the right, conferred upon Lessor by Section 24 above, to do or perform any act or thing of which Lessee is in default, then Lessor shall be entitled, but shall not

CITY COUNCIL MINUTES - JUNE 6, 1984

0186

be obligated, to appropriate and apply any portion of such deposit to the payment of any such rent or other sum which may be in default. The appropriation and application by Lessor of such security deposit as aforesaid shall not constitute a waiver on the part of Lessor of any default by Lessee, other than the particular default to which such security deposit, or portion thereof, is applied. In the event of the failure of Lessee to keep and perform all of the terms, covenants and conditions of this Lease to be kept and performed by Lessee, then, at the option of Lessor, Lessor may, after terminating this Lease, appropriate and apply such deposit or so much thereof as may be necessary, to compensate Lessor for all loss or damage sustained or suffered by Lessor due to such breach on the part of Lessee. Should such security deposit, or any portion thereof, be appropriated and applied by Lessor for the payment of overdue rent or other sums due and payable to Lessor by Lessee hereunder, and Lessor shall not have exercised its option to terminate this Lease, then Lessee shall, upon the written demand of Lessor, forthwith remit to Lessor a sufficient amount in cash to restore such security to the original amount of such security deposit, and Lessee's failure to do so within thirty (30) days after receipt of such demand shall constitute a breach of this Lease. Should Lessee comply with all of the terms, covenants and conditions of this Lease and promptly pay all of the rental herein provided for as the same falls due, and all other sums payable by Lessee to Lessor hereunder, Lessee shall have the right, provided that it is not then in default of any of the terms, covenants or conditions of this Lease, to have Lessor apply such security deposit, or so much thereof as shall then remain, toward the payment of the final annual installment of rent due hereunder, whether at the end of the term of this Lease or on the earlier termination of this Lease pursuant to the provisions of Section 13, 26 or 35 hereof.

Lessor shall invest the security deposit provided for herein in an interest-bearing account or securities, and all interest

CITY COUNCIL MINUTES - JUNE 6, 1984

0187

received by Lessor therefrom shall be promptly paid to Lessee so long as Lessee is not in default of any of the terms, covenants and conditions of this Lease.

Section 28. RIGHT OF LESSOR TO SELL OR CONVEY DEMISED PREMISES.

(a) Effect of sale. Lessor shall have the right, at any time during the term hereof, to sell or convey the Demised Premises; and, in the event of any such sale or conveyance, the same shall be made subject to this Lease and, upon compliance by Lessor with Section 29 hereof, shall operate to release Lessor from any further liability under any of the terms, covenants and conditions contained in this Lease, whether express or implied, and, in such event, Lessee shall look solely to the responsibility of the successor in interest in and to this Lease.

(b) Attornment by Lessee. Upon any such sale, Lessee shall attorn to and recognize the purchaser as the successor lessor hereunder and shall execute and deliver thereto such instruments as such successor lessor may reasonably request to evidence such attornment; provided, however, that, upon such attornment, this Lease shall continue in full force and effect as, or as if it were, a direct lease between such successor lessor and Lessee upon the same terms, covenants and conditions as set forth herein and shall be applicable and enforceable after such attornment. Notwithstanding the foregoing, any sale of the Demised Premises and subsequent attornment shall not be deemed to be or constitute a waiver, release, extinguishment or relinquishment on the part of Lessee of any of Lessee's accrued claims against Lessor. Upon the sale of the Demised Premises by Lessor, the successor lessor shall execute and deliver to Lessee a non-disturbance agreement in which the successor lessor agrees, in substance, that such sale or conveyance may not effect any of Lessee's rights hereunder in any way, nor may Lessee's leasehold estate hereunder be terminated or disturbed by reason of such sale or conveyance.

(c) Lessee's right of first refusal. Anything to the contrary in this Section notwithstanding, in the event that

CITY COUNCIL MINUTES - JUNE 6, 1984

0188

Lessor elects to sell the Demised Premises, or any portion thereof, at a private sale, during the term of this Lease, and to the extent that it then may lawfully do so, Lessor shall, before accepting any offer to purchase the Demised Premises or portion thereof, as the case may be, afford Lessee the right of first refusal to meet such offer, on the same terms and conditions as therein contained. If Lessee fails to notify Lessor in writing, within fifteen (15) days after Lessee receives notice of such offer from Lessor, of Lessee's intention to meet such offer or, after so notifying Lessor, fails to meet such offer within sixty (60) days after Lessee's receipt of notice of such offer, Lessor may accept such offer and sell the Demised Premises or portion thereof, as the case may be, to the person who submitted the same, in accordance with the terms and conditions therein contained.

Section 29. TRANSFER OF SECURITY DEPOSIT UPON SALE OR CONVEYANCE.

Upon any sale or conveyance by Lessor of the Demised Premises, Lessor shall transfer or deliver to the purchaser the security deposit provided for in Section 27 hereof, or so much thereof as shall then remain, and thereupon Lessor shall be discharged from any further liability in reference thereto.

Section 30. RIGHT OF LESSOR TO ENCUMBER DEMISED PREMISES;

SUBORDINATION.

(a) Conditions to subordination. Lessor shall have the right, at any time and from time to time during the term hereof, to encumber the Demised Premises, and this Lease shall be subordinate to any mortgage or deed of trust which may hereafter be placed on the Demised Premises and to any and all advances to be made thereunder, and to the interest thereon, and all renewals, replacements and extensions thereof, provided that the mortgagee or trustee named in any such mortgage or deed of trust shall agree to recognize the interests of Lessee hereunder in the event of foreclosure, if Lessee is not then in default, and that this Lease is subject to the express conditions that such mortgagee

CITY COUNCIL MINUTES - JUNE 6, 1984

0189

or trustee, by the terms of such mortgage or deed of trust or by separate agreement (a copy of which mortgage or deed of trust or separate agreement, as the case may be, in a form reasonably satisfactory to Lessee's counsel, to be delivered by Lessor to Lessee concurrently with the execution of such mortgage or deed of trust), agrees, in substance, that, as long as this Lease is in effect, (i) Lessee may not be joined as a party defendant in any foreclosure action or proceeding which may be taken by such mortgagee or trustee, or its successor or successors, and (ii) Lessee may not be evicted from the Demised Premises, nor may any of Lessee's rights hereunder be affected in any way, nor may Lessee's leasehold estate hereunder be terminated or disturbed, by reason of any default under such mortgage or deed of trust; provided, however, that, upon the request of such mortgagee or trustee or the purchaser of the Demised Premises at any foreclosure sale, as the successor lessor, Lessee shall attorn to and recognize the successor lessor and shall execute and deliver thereto a recognition and attornment agreement in the form prepared by such mortgagee or trustee or such purchaser, as the case may be, and reasonably satisfactory to Lessee's counsel. Upon any such attornment, this Lease shall continue in full force and effect as, or as if it were, a direct lease between the successor lessor and Lessee upon the same terms, covenants and conditions as set forth herein and shall be applicable and enforceable after such attornment. Notwithstanding the foregoing, such attornment shall not be deemed to be or constitute a waiver, release, extinguishment or relinquishment on the part of Lessee of any of Lessee's accrued claims against Lessor.

(b) Agreement by mortgagee or trustee not to require subordination. In the event that any mortgagee or trustee shall agree to permit this Lease to be prior to the lien of its mortgage or deed of trust, upon such mortgagee's or trustee's giving notice in writing to Lessee to that effect, this Lease shall be deemed prior to the lien of such mortgage or deed of

CITY COUNCIL MINUTES - JUNE 6, 1984

0190

trust, whether or not this Lease is dated prior or subsequent to the date of such mortgage or deed of trust or to the date of the recording thereof. Lessee shall execute and deliver whatever instruments may be required for such purpose and, failing to do so within sixty (60) days after demand in writing, does hereby make, constitute and irrevocably appoint Lessor as its attorney-in-fact and in its name, place and stead so to do.

Section 31. ASSIGNMENT AND SUBLEASE.

(a) Prohibition against assigning and subleasing. Except as otherwise provided in subsection (b) of this Section, Lessee shall not assign this Lease, or any interest herein, and shall not sublet the Demised Premises, or any part thereof, or any right or privilege appurtenant thereto, or suffer any other person (the agents and employees of Lessee excepted) to occupy or use the Demised Premises, or any portion thereof, without the prior written consent of Lessor, which consent shall not unreasonably be withheld by Lessor; and a consent to one assignment, subletting, occupation or use by any other person shall not be deemed to be a consent to any subsequent assignment, subletting, occupation or use by another person. Any such assignment or subletting without such consent shall be void and shall, at the option of Lessor, terminate this Lease. This Lease shall not, nor shall any interest herein, be assignable, as to the interest of Lessee, by operation of law without the written consent of Lessor.

(b) Assignment to related corporation; assignment in event of death of Lessee. Lessee may, without the consent of Lessor, assign this Lease to a corporation of which one-half (1/2) or more of the outstanding voting stock is owned by Lessee; provided, however, that, if the prior written consent to such assignment is not obtained from Lessor, Lessee shall remain liable for the payment of all sums required of Lessee hereunder and for the performance of all of Lessee's other obligations and duties hereunder until such consent is obtained. Additionally, in the

CITY COUNCIL MINUTES - JUNE 6, 1984

0191

event of the death of Lessee during the term hereof, this Lease shall automatically be assigned to Lessee's personal representative, and, thereafter, such personal representative may without the consent of Lessor, assign this Lease to any responsible assignee. Upon such assignment by Lessee's personal representative, Lessee's estate shall be relieved of any further liability, obligation or duty hereunder.

Section 32. HOLDING OVER. Any holding over after the expiration of the term of this Lease, with the consent of Lessor, shall be construed to be a tenancy from year to year, at the same annual rental as required to be paid by Lessee for the period immediately prior to the expiration of the term hereof, and shall otherwise be on the terms and conditions herein specified, so far as applicable.

Section 33. SURRENDER OF LEASE. The voluntary or other surrender of this Lease by Lessee or a mutual cancellation hereof shall not work a merger and shall, at the option of Lessor, terminate all or any existing subleases or subtenancies, or may, at the option of Lessor, operate as an assignment to it of any and all such subleases or subtenancies.

Section 34. REMEDIES CUMULATIVE. All of the remedies hereinbefore and hereinafter conferred on Lessor shall be deemed cumulative, and no one shall be deemed exclusive of any other or any other remedy conferred by law.

Section 35. LESSEE'S REMEDIES. Except as otherwise provided in this Lease, if Lessor defaults in the observance or performance of any term, covenant or condition which is expressly required to be observed or performed by it hereunder, Lessee shall have the option, in the alternative, (i) to terminate this Lease, in which event all rent, taxes, assessments and other sums payable by Lessee to Lessor hereunder shall be prorated as of the termination date, and, in the event that any rent, tax, assessment or other sum shall have been paid in advance, Lessor shall refund the same for the unexpired period for which payment shall

CITY COUNCIL MINUTES - JUNE 6, 1984

0192

have been made, or (ii) to remedy such default and to pay such expenses as may be necessary therefor. In the event that Lessee elects to remedy such default, all sums expended or obligations incurred by Lessee in connection therewith shall be paid by Lessor to Lessee upon demand, and, if Lessor fails to reimburse Lessee for such sums, Lessee may deduct the same from the rents subsequently payable hereunder until such sums have been fully reimbursed to Lessee. Lessor shall not be deemed to be in default hereunder, however, unless Lessee shall first give to Lessor ninety (90) days' written notice of such default, and Lessor has failed to cure such default within such ninety (90) day period, or, if the default is of such a nature that it cannot be cured within ninety (90) days, Lessor has failed to commence to cure such default within such period of ninety (90) days or has failed thereafter to proceed to the curing of such default with all possible diligence.

Section 36. ATTORNEYS' FEES. If any action at law or in equity shall be brought to recover any rent under this Lease, or for or on account of any breach of, or to enforce or interpret any of the provisions of this Lease, or for the recovery of the possession of the Demised Premises, the prevailing Party shall be entitled to recover from the other Party, as part of the prevailing Party's costs, reasonable attorneys' fees, the amount of which shall be fixed by the court and shall be made a part of any judgment or decree rendered.

Section 37. WAIVER. The waiver by Lessor of, or the failure of Lessor to take action with respect to, any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition, or of any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of rent hereunder by Lessor shall not be deemed to be a waiver of any preceding breach by Lessee of any term, covenant or condition of this Lease, other than the failure of Lessee to pay the particular installment or

CITY COUNCIL MINUTES - JUNE 6, 1984

0193

installments of rent so accepted, regardless of Lessor's knowledge of such preceding breach at the time of acceptance of such rent.

Section 38. ESTOPPEL CERTIFICATES. Lessor and Lessee shall, at any time and from time to time during the term hereof and upon no less than fifteen (15) days' prior request by the other Party, execute, acknowledge and deliver to Lessor or Lessee, as the case may be, a statement in writing certifying that this Lease is unmodified, or, if modified, the particulars of any such modification, the identity of the Parties, that the same is in full force and effect (or, if there has been any modification, that the same is in full force and effect as so modified) on the date of such statement and the date to which rent has been paid, it being the intent of the Parties that such statement may be delivered to and relied upon by any prospective purchaser, encumbrancer or assignee of the respective Parties.

Section 39. NOTICES.

(a) Addresses to which notices are to be sent. All notices, demands or writings in this Lease provided to be given or made or sent that may be given or made or sent by either Party hereto to the other, shall be deemed to have been fully given or made or sent when made in writing and either delivered in person to the person identified below or deposited in the United States mail, first-class postage prepaid, addressed as follows:

If to Lessor:

City of Las Vegas
c/o Las Vegas City Manager
400 East Stewart Avenue
Las Vegas, Nevada 89101

If to Lessee:

Andrew Thompkins
c/o Lady Luck Hotel and Casino
206 North Third Street
Las Vegas, Nevada 89101

(b) Change of address. The address to which any notice, demand or writing may be given or made or sent to any Party as above provided may be changed by written notice given such Party as above provided.

CITY COUNCIL MINUTES - JUNE 6, 1984

0194

Section 40. TIME OF THE ESSENCE. Time is of the essence of this Lease, and of each and every term, covenant, condition and provision hereof.

Section 41. SECTION CAPTIONS. The captions appearing under the section and subsection designations of this Lease are for convenience only and are not a part of this Lease, do not in any way limit or amplify the terms and provisions of this Lease and should not be relied upon or resorted to in the interpretation of the respective sections and subsections.

Section 42. PARTIES BOUND. This Lease, and each of the terms, covenants and conditions herein contained shall, subject to the provisions as to assignment, transfer and subletting, apply to and be binding upon, and shall inure to the benefit of, the Parties and their respective heirs, successors, executors, administrators and assigns.

IN WITNESS WHEREOF, the Parties have caused this Indenture of Lease to be executed by their duly authorized representatives the day and year first above written.

ATTEST:

Carol G. Hawley
CAROL ANN HAWLEY, City Clerk

CITY OF LAS VEGAS

William H. Briare
By WILLIAM H. BRIARE, Mayor

"LESSOR"

WITNESS:

Zabrina J. Richards

Andrew Thompson
ANDREW THOMPSON

"LESSEE"

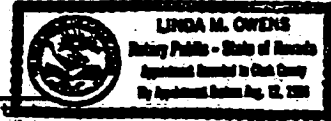
CITY COUNCIL MINUTES - JUNE 6, 1984

0195

STATE OF NEVADA)
COUNTY OF CLARK) ss.

On the 6th day of June, 1984, personally appeared before me, a Notary Public, WILLIAM H. BRIARE and CAROL ANN HAWLEY who acknowledged that they executed the foregoing instrument.

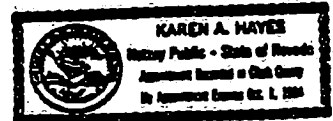
Linda M. Owens
NOTARY PUBLIC in and for said County and State



STATE OF Nevada)
COUNTY OF Clark) ss.

On the 6th day of June, 1984, personally appeared before me, a Notary Public, Andrew Tompkins who acknowledged that he executed the above instrument.

Karen A. Hayes
NOTARY PUBLIC in and for said County and State



CITY COUNCIL MINUTES - JUNE 6, 1984

0196

NO. 84-05-01

CITY OF LAS VEGAS
DEPARTMENT OF PUBLIC SERVICES
RIGHT OF WAY DESIGN SECTION
LEGAL DESCRIPTION

Tax Parcel No. 2-404-01

Document No. _____

Vesting C.L.V. - Lease of Ogden Garage

Section _____

Street/Subdivision Ptn. Block 31, Clark's L.V. Townsite

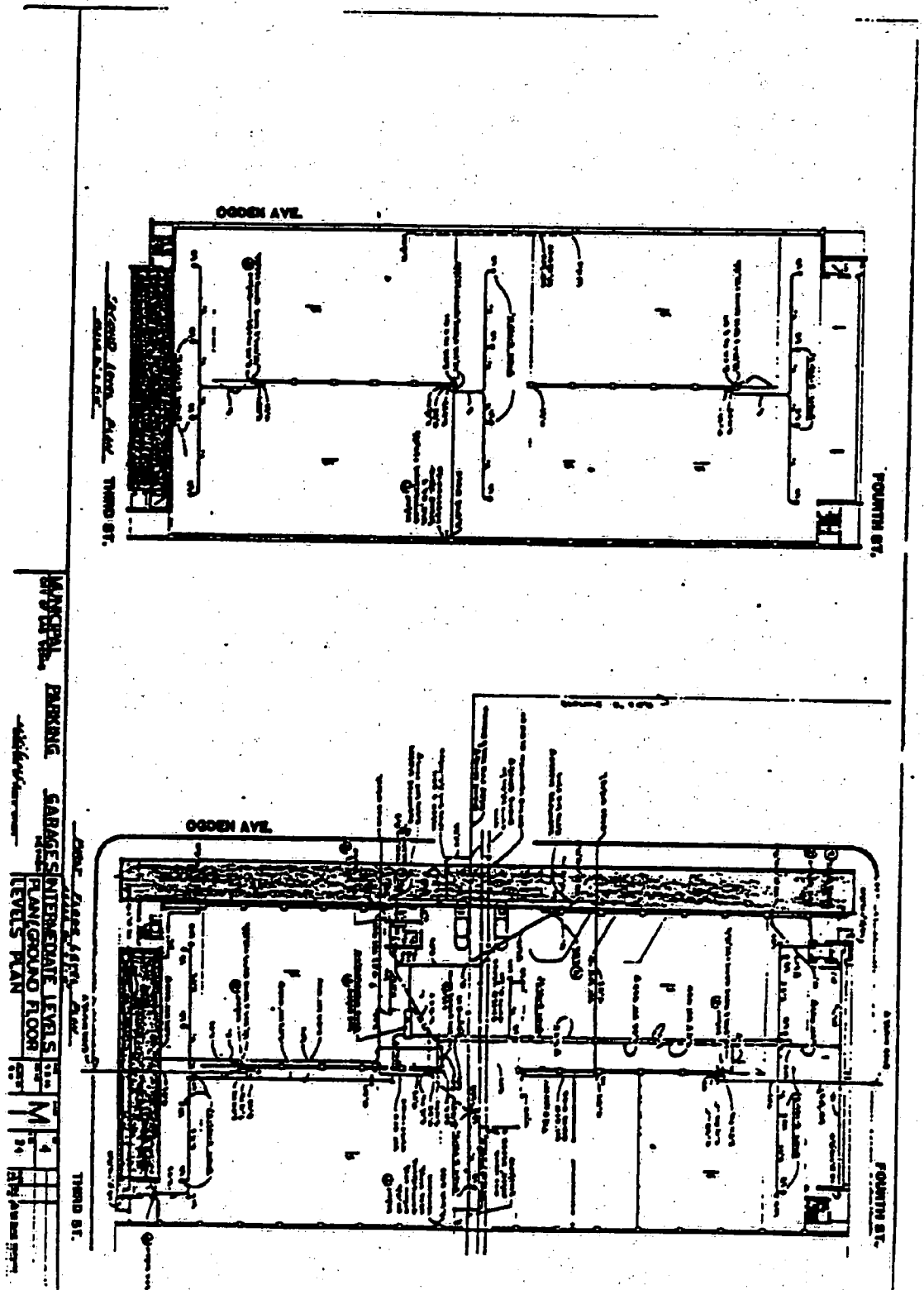
Requested cdp Written bb Checked idw Proofread
5-1-84 5-1-84

That portion of Block 31 of CLARK'S LAS VEGAS TOWNSITE as shown by map thereof on file in Book 1 of Plats, Page 37, in the Office of the County Recorder of Clark County, Nevada, described as follows:

BEGINNING at the Northwestern corner of Block 31 of said CLARK'S LAS VEGAS TOWNSITE; thence along the Northeasterly line of said Block 31, South 62°15' East a distance of 300 feet to the Northeasterly corner of said Block 31; thence along the Southeasterly line of said Block 31, South 27°45' West a distance of 150 feet to the Southeasterly corner of Lot 27 of said Block 31; thence along the Southwesterly line of said Lot 27, the Northwestern prolongation of said Southwesterly line and the Southwesterly line of Lot 6 of said Block 31, North 62°15' West a distance of 300 feet to the Southwesterly corner of said Lot 6; thence along the Northwestern line of said Block 31, North 27°45' East a distance of 150 feet to the POINT OF BEGINNING.

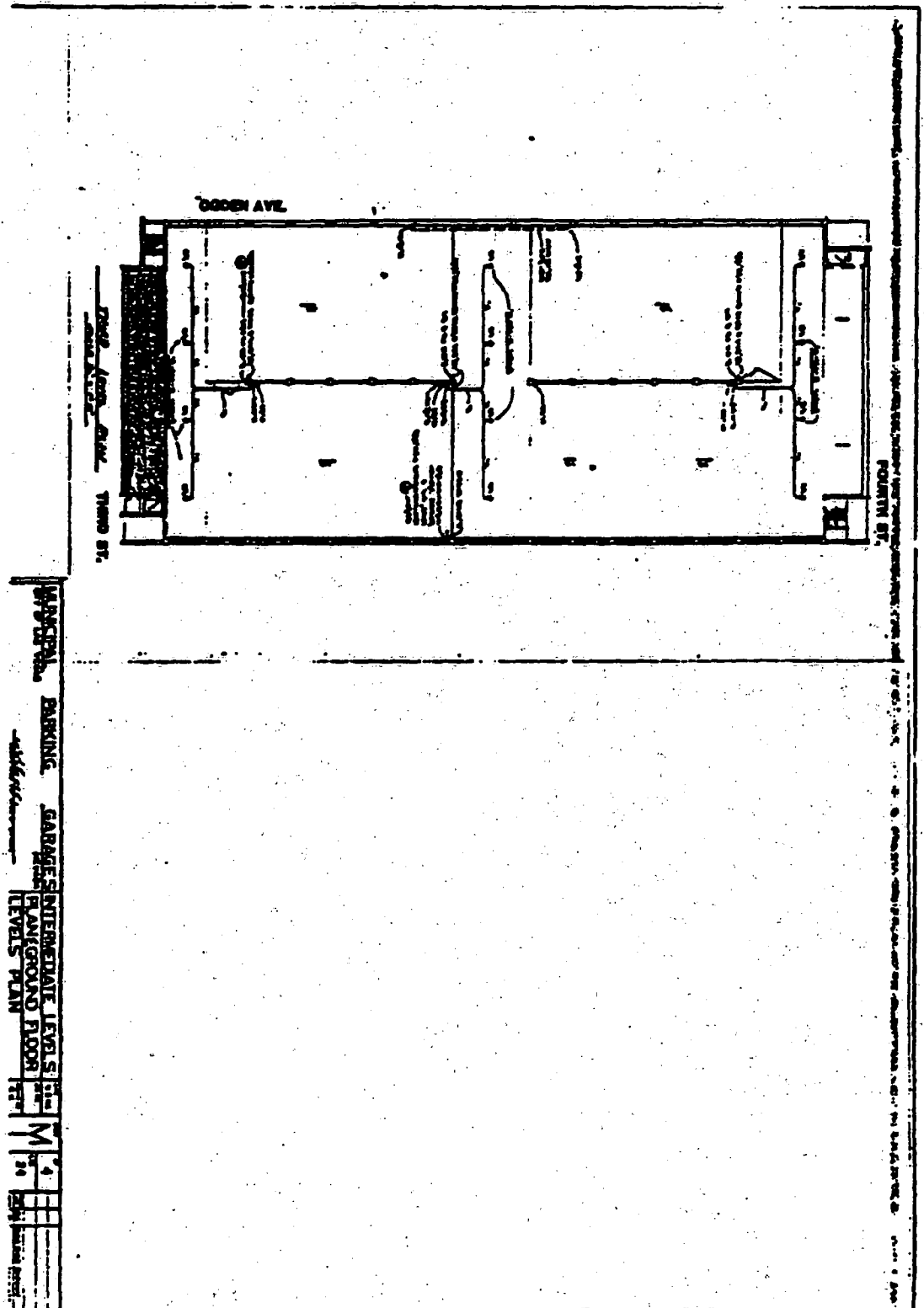
CITY COUNCIL MINUTES - JUNE 6, 1984

0197

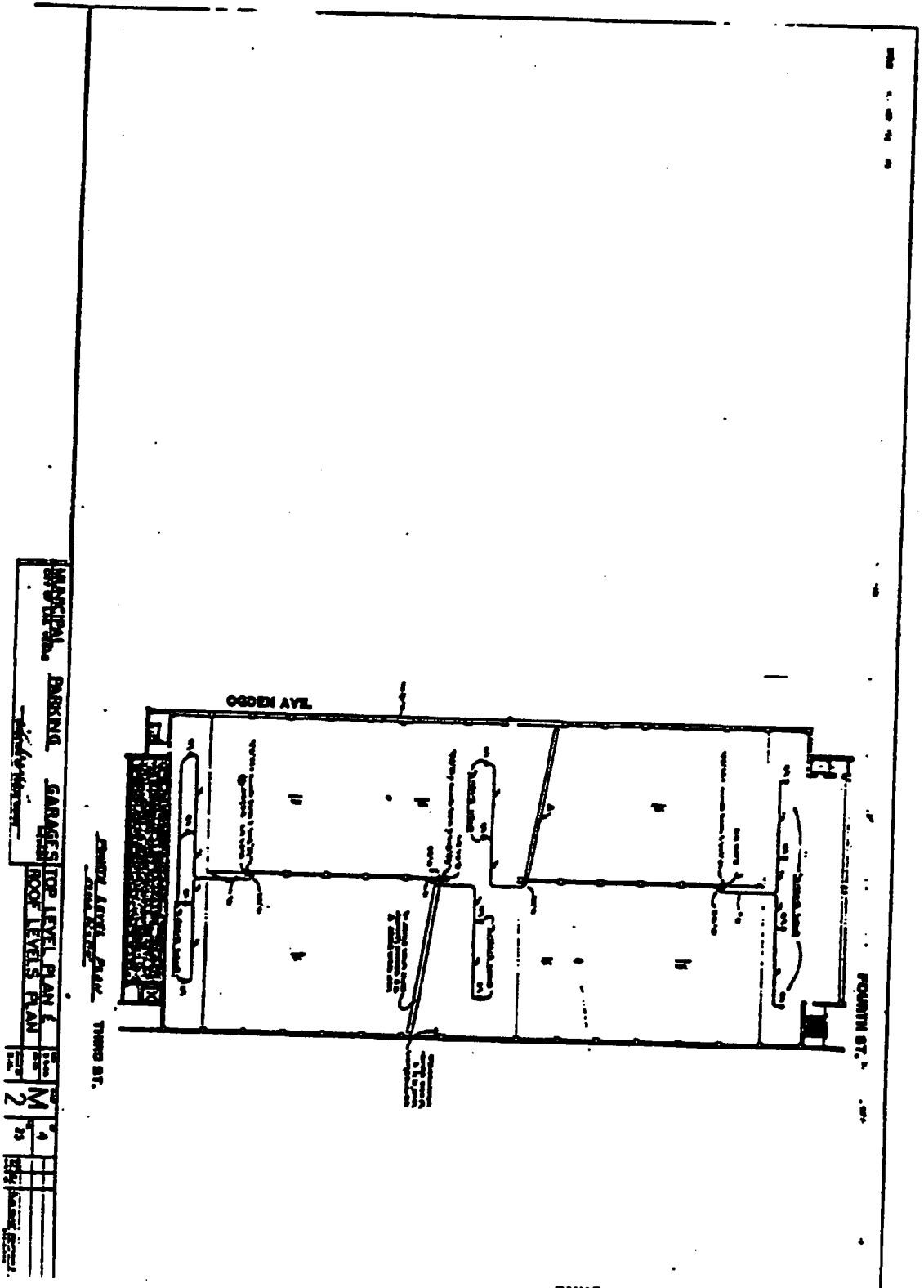


CITY COUNCIL MINUTES - JUNE 6, 1984

0198



0199



CITY COUNCIL MINUTES - JUNE 6, 1984

0200

NO. 84-05-02

CITY OF LAS VEGAS
DEPARTMENT OF PUBLIC SERVICES
RIGHT OF WAY DESIGN SECTION
LEGAL DESCRIPTION

Tax Parcel No. 2-404-01 Document No. _____
Vesting C.L.V. - Easement for ingress-egress, Ogden Garage

Section _____
Street/Subdivision Block 31, Clark's L.V. Townsite
Requested cdn Written bb Checked ldw Proofread _____
5-1-84

An easement for ingress and egress over and across that portion of Block 31 of CLARK'S LAS VEGAS TOWNSITE as shown by map thereof on file in Book 1 of Plats, Page 37, in the Office of the County Recorder of Clark County, Nevada, described as follows:

COMMENCING at the Northwestern corner of Block 31 of said CLARK'S LAS VEGAS TOWNSITE; thence along the Northeastly line of said Block 31, South 62°15' East a distance of 132 feet to the TRUE POINT OF BEGINNING; thence continuing along said Northeastly line, South 62°15' East a distance of 36 feet; thence South 27°45' West a distance of 18 feet to the Southwesterly line of the Northeastly 18 feet of said Block 31, thence along the Southwesterly line of said Northeastly 18 feet, North 62°15' West a distance of 36 feet; thence North 27°45' East a distance of 18 feet to the TRUE POINT OF BEGINNING.

EXHIBIT "C"

City of Las Vegas

Agenda Item No.: 82

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: AUGUST 2, 2000****DEPARTMENT: DETENTION AND ENFORCEMENT****DIRECTOR: MICHAEL SHELDON**☐**CONSENT**☒**DISCUSSION****SUBJECT:**

Discussion and possible action to increase parking meter fees from \$0.50 to \$1 per hour (\$865,936 projected annual revenue - Enterprise Fund)

Fiscal Impact☐**No Impact****Amount:** \$865,936 - projected revenue☐**Budget Funds Available****Dept./Division:**☐**Augmentation Required****Funding Source:** Enterprise Fund**PURPOSE/BACKGROUND:**

The City Council implemented the last parking meter increase on May 15, 1996, whereby rates were increased from \$0.25 to \$0.50 per hour. Since then the Parking Enterprise Fund has been impacted by the increased cost of personnel necessary to provide parking enforcement and parking collections. Additionally, the City of Las Vegas is constructing and will be responsible for maintaining three new parking garages within downtown Las Vegas. This recommended parking meter increase is therefore necessary to keep the Parking Enterprise Fund solvent for the next five years. This increase is in line with other major cities, such as: Pasadena, California; Denver, Colorado; Beverly Hills, California; Portland, Oregon; Tuscon, Arizona as well as McCarran International Airport and the University of Nevada Las Vegas.

RECOMMENDATION:

Staff recommends approval

BACKUP DOCUMENTATION:

None

MOTION:

REESE – APPROVED the increase of meter parking fees, to take effect within 30 days, including a discounted rate of 75 cents an hour to senior citizens of 62 years old and older by means of a meter key – **UNANIMOUS** with L.B. McDONALD excused

NOTE: A subsequent motion by COUNCILMAN REESE for reconsideration rescinded his previous motion for approval of an increase to take effect within 30 days. Both motions carried unanimously with L.B. McDONALD excused.

City of Las Vegas

Agenda Item No.: 82

CITY COUNCIL MEETING OF AUGUST 2, 2000
Detention and Enforcement
Item 82 – Possible Increase of Parking Meter Fees

MINUTES:

NOTE: A Verbatim Transcript is made a part of the Final Minutes.

APPEARANCES:

MIKE SHELDON, Director, Detention and Enforcement Department

AL GALLEGO, Citizen of Las Vegas

STEVE HOUCHENS, Deputy City Manager

MARSHA HOLMBERG, University Medical Center, 1800 W. Charleston Boulevard

VIRGINIA VALENTINE, City Manager

MARK VINCENT, Director, Finance and Business Services

BRAD JERBIC, City Attorney

NOTE: COUNCILMAN MACK directed DEPUTY CITY MANAGER HOUCHENS to look into the possibility of an agreement with the Lady Luck Hotel and other downtown hotels to allow public parking in their garages on City Council days or for any other special functions being held at City Hall.

NOTE: The City Council members directed MR. SHELDON to perform ample public outreach before the 30-day effective date on the increase and the reason for the increase in meter parking fees.

NOTE: COUNCILMAN McDONALD directed MR. SHELDON to keep track of the meter keys that are sold to ensure that fraudulent activity is not occurring and to obtain feedback from senior citizens. MR. SHELDON indicated that he would report back within six months on the number of keys being sold to senior citizens.

NOTE: MAYOR GOODMAN indicated that keeping track might be a good way to ascertain parking demographics in the downtown area. He directed MR. SHELDON to put together, with the assistance of the City Manager's office, a simple questionnaire for key buyers to fill out to find out who the users are and whether or not they are being impacted.

(9:43 – 10:19)

1-1335

**CITY COUNCIL MINUTES
MEETING OF
AUGUST 2, 2000**

Page 1

**VERBATIM TRANSCRIPT: ITEM 82 – DISCUSSION AND POSSIBLE ACTION TO INCREASE PARKING
METER FEES FROM \$0.50 TO \$1 PER HOUR**

MAYOR GOODMAN

Item No. 82. This is discussion and possible action to increase the parking meter fees from fifty cents to a dollar per hour. The recommendation by staff is for approval. Mr. Sheldon.

MIKE SHELDON, DIRECTOR,
DETENTION & ENFORCEMENT

Good morning, Your Honor, Council members and future Council members. The item before you this morning is basically a user fee. It's – parking paying for parking. As you all know, parking in the downtown area is really at a premium right now. With the new federal building coming on line, the new justice center coming on line, and other development and redevelopment in the downtown area, surface parking will basically disappear. The Council and the City has proposed three new parking garages, which is obviously is good, long-range planning for the City because the only option soon will be high-rise parking, and it's gotta be paid for some how. The Enterprise Fund, the Parking Enterprise Fund seems to be the best venue for doing that, and while raising fees is never a – popular item, in this case we think it's the best option, to fund these new garages and – fund the ongoing parking function. So our recommendation this morning is that you all review and approve this increase.

MAYOR GOODMAN

Very good, I'd like to – Okay, go, Councilman Reese.

COUNCILMAN REESE

No, I just had a question. Mr. Sheldon, you think we might be a little bit premature in raising these fees? Maybe we should wait until some of these parking garages are, come on line so that we can have more parking, and then we could raise the price of the on-street parking.

To me, what we have downtown is we're trying to redevelop our downtown area, and we certainly don't want some of our senior citizens or our citizens at-large refuse to come downtown because of raising the fees. We, I think they're very, very, they play a very vital role in our downtown area, when they come down there to – eat, to gamble, or whatever they do, and if we raise the fees and – I don't know. Raising the fees, are we going to give more parking to those people that are going to be using the federal building? Or are we gonna take away those people that are gonna stay at the El Cortez and gamble?

MIKE SHELDON, DIRECTOR,
DETENTION & ENFORCEMENT

We hope in the long run we'll have additional parking for everybody who wants to use the downtown area. I –

COUNCILMAN REESE

That's what I'm saying, though. That's what my question is do you think that we may wait, we – maybe should wait until

**CITY COUNCIL MINUTES
MEETING OF
AUGUST 2, 2000**

Page 2

**VERBATIM TRANSCRIPT: ITEM 82 – DISCUSSION AND POSSIBLE ACTION TO INCREASE PARKING
METER FEES FROM \$0.50 TO \$1 PER HOUR**

these other venues come open before we raise the on-street parking?

MIKE SHELTON, DIRECTOR,
DETENTION & ENFORCEMENT

My recommendation this morning, Councilman, the design of those garages is already underway and the construction will start soon – we can always wait but, and eventually we'll have to pay for those structures some how.

COUNCILMAN REESE

Well, yeah, that's –

MIKE SHELTON, DIRECTOR,
DETENTION & ENFORCEMENT

And whether we do it, you know, now or later is certainly a decision you all have to make.

COUNCILMAN McDONALD

Your Honor, could I interject one second?

MAYOR GOODMAN

Yes, certainly. I –.

COUNCILMAN McDONALD

I don't mean – to cut off Councilman Reese. We had the wrong trailer down in the bottom. We had Item No. 96.

MAYOR GOODMAN

Right. This should be Item No. 82.

COUNCILMAN McDONALD

For the record.

MAYOR GOODMAN

Thank you. I appreciate that, Mayor Pro Tem. Very good.

I think it might be helpful, before we hear from you, Sir, to explain the purpose and the background as has been provided to us in the backup material. The – last time the City Council implemented the last parking meter increase was on May the 15th of 1996, where rates were increased from twenty-five cents to fifty cents an hour. Since then the Parking Enterprise Fund has been impacted by the increased cost of personnel necessary to provide parking enforcement and parking collections. Additionally, the City of Las Vegas is constructing and will be responsible for maintaining three new parking garages within downtown Las Vegas. This recommended parking meter increase is therefore necessary to keep the Parking Enterprise Fund solvent for the next five years. This increase is in line with other major cities, such as Pasadena, California; Denver, Colorado; Beverly Hills, California; Portland, Oregon; Tucson, Arizona; as well as McCarran International Airport and the University of Nevada at Las Vegas.

Ms. Valentine, would you like to make any comments regarding this?

CITY MANAGER VALENTINE

No, but I'd be happy to answer any questions that you have about this.

**CITY COUNCIL MINUTES
MEETING OF
AUGUST 2, 2000**

Page 3

**VERBATIM TRANSCRIPT: ITEM 82 – DISCUSSION AND POSSIBLE ACTION TO INCREASE PARKING
METER FEES FROM \$0.50 TO \$1 PER HOUR**

MAYOR GOODMAN

Okay. We had discussions, Mr. Sheldon and myself, regarding the potential of making it in line with Councilman Reese's inquiry – to make some kind of concession for seniors who would be using parking. And Mr. Sheldon indicated that we would be able to sell the – keys, which could be utilized in the meters, instead of for a dollar to seniors for seventy-five cents. And he felt that that was a concession which would resonate well within the senior community.

COUNCILMAN REESE

What age are we gonna have –

MAYOR GOODMAN

How old are you? How old are you, Councilman Reese?

COUNCILMAN REESE

Fifty –

MAYOR GOODMAN

I believe that we'd, we're talking in terms of 62, so I would not qualify.

COUNCILMAN MACK

No fake ID's.

MAYOR GOODMAN

No fake ID's either. Very good. All right, so could we have a – Go ahead, Sir.

AL GALLEGOS

Yes, Al Gallegos, citizen of Las Vegas. You know this parking problem is dear to my heart. I've been asking the City Council for years now to have a area for people to come and park to come to the City Council meetings. Now, people won't even come to the downtown area –

MAYOR GOODMAN

Wait, wait, wait, did you hear what we're talking, with all due –

AL GALLEGOS

I understand, Sir. I – heard what you're, the preceding agenda. But people are not gonna park half a block away. They're not park a – block away. We are giving a lot of, to these, we're giving a lot of concessions to a lot of these developers that are developing parcels of land on the downtown area. I can – count and I have asked to give me a definite count of how many parkings we have given away, and it's over 500 parking. The City of Las Vegas is gonna lose a parking lot in the very, very near future over at 731. Where are those employees gonna park. I don't believe that the seniors should have to pay seventy-five cents. Let's bring it down a quarter, until the garage is a park, then you can raise it to whatever you want to.

But parking is a premium here in the downtown area, and we're not gonna get anybody here. I'm gonna ask a

**CITY COUNCIL MINUTES
MEETING OF
AUGUST 2, 2000**

Page 4

**VERBATIM TRANSCRIPT: ITEM 82 – DISCUSSION AND POSSIBLE ACTION TO INCREASE PARKING
METER FEES FROM \$0.50 TO \$1 PER HOUR**

question. How many people in this chamber right now has a free parking? There's a lot of people, of you people that have free parking. You don't have to worry about parking. I do, and I come to all these City Council meetings. I have had to drive over – to the City Council meetings and cannot find a parking and have to drive all the way home and have my wife bring me to the City Council meetings. I, you're not being fair to the – citizens of Las Vegas by raising the prices for, to a dollar. It's – not fair. Thank you.

MAYOR GOODMAN

Thank you. Okay. Mr. Houchens?

DEPUTY CITY MANAGER STEVE
HOUCHENS

Your Honor, if I may, you know, just a little bit of background on the parking garages themselves. The Stewart Street garage, which is directly across from City Hall, will be 600 spaces. That's replacing a – lot parking right now, which is roughly a hundred spaces. We are anticipating paying for much of that parking through fees, both through outside users and also by charging employees for the use of that. The Neonopolis garage is 600 spaces underground. That is City owned and operated also. Of course, we are planning on operating that as a retail-parking garage. The Pauls parking garage also is about 600, I think that's five hundred and sixty spaces, on the corner of 4th and Lewis. Roughly 440 of those spaces are leased on a long-term basis. The other 140 are available, will be available for public parking.

We are also currently looking at parking, as – Mr. Gallegos (sic) pointed out, for the 731, the Downtown Service Center. The lot adjacent or kitty-corner from that property is going to be developed, so we are looking for parking options to – replace that parking at this point in time.

MAYOR GOODMAN

Thank you very much.

COUNCILMAN MACK

Mr. Houchens – Mayor?

MAYOR GOODMAN

Yes.

COUNCILMAN MACK

One quick question. When we build these future garages, can we look into the possibility of people that are attending meetings or meetings at the City to have some type of stamp where they could be exempted from parking fees, in the future garages?

DEPUTY CITY MANAGER STEVE
HOUCHENS

The – garages themselves are –

COUNCILMAN MACK

Are they fee –

**CITY COUNCIL MINUTES
MEETING OF
AUGUST 2, 2000**

Page 5

**VERBATIM TRANSCRIPT: ITEM 82 – DISCUSSION AND POSSIBLE ACTION TO INCREASE PARKING
METER FEES FROM \$0.50 TO \$1 PER HOUR**

DEPUTY CITY MANAGER STEVE
HOUCHENS

– designed in a way to be paid for by the cost of users. We have not, we've purposely not used property taxes or general City revenues to fund those. That's not saying that the City couldn't sanction that, couldn't subsidize the operation of those parking garages if – it needed to. But in the past our intent has been pay for those garages from users who would be paying the meter.

COUNCILMAN MACK

Well, we're trying to promote public involvement in government, and we like to see as many participants at our meetings as possible, so we might look at the possibility on special days like Council or Planning Commission days. And then, of course, we've made the – plea to the Lady Luck and maybe we can make the plea to the other casinos in the downtown area to offer free parking, in which in most cases it is free because it's valet, but they're usually looking for some type of token at the end of the park. But also the Mayor's recommendation for seniors on the keys at a 25% discount, I think, is a good avenue too.

DEPUTY CITY MANAGER
HOUCHENS

Another aspect we are looking at, with the Neonopolis garage specifically which would tie over on the Stewart Street, is validation. Of course, people who frequent and patronize the businesses at Fremont Street will be able to get validated in that garage.

COUNCILMAN MACK

Thank you.

MAYOR GOODMAN

Ms. Holmberg?

MARSHA HOLMBERG

Hi. Good morning. And I'm glad to be here, Mayor and Council and ladies. I'm here on behalf of University Medical Center. For the record my name is Marsha Holmberg. I work for University Medical Center, and we are located at 1800 West Charleston.

The reason why I'm here is that, as you are deliberating this issue, University Center would like to ask if you would consider the possibility of granting an exception for the parking meters around the UMC area. It's my understanding that the UMC parking meters are the only cluster of parking meters outside of the downtown Las Vegas Strip area. And from the discussions I've heard, the purpose of this increase is to facilitate raising funds for parking in the downtown area. So from a geographic standpoint, it's kind of outside of that area.

But really the main reasons why I'm here are because of the fact that the charge of UMC is to treat all who fall ill or

**CITY COUNCIL MINUTES
MEETING OF
AUGUST 2, 2000**

Page 6

**VERBATIM TRANSCRIPT: ITEM 82 – DISCUSSION AND POSSIBLE ACTION TO INCREASE PARKING
METER FEES FROM \$0.50 TO \$1 PER HOUR**

injured in Clark County regardless of their ability to pay for medical services. As a result of this, many of the patients that utilize the hospital are there because financially they don't have any other option and that it is a challenge for them financially. To add an additional burden of higher parking fees is something that I think would make a really big difference to many of our patients.

The other issue is that, as a hospital, we are very different than any of the other businesses that have parking meters in front of – their establishments. For our hospital or any hospital, when somebody comes to the hospital, they come there out of necessity, not out of choice. Whereas if somebody's visiting a restaurant or some other business, they have a choice, whether or not they wanna go there or if they need to go there.

So for those two reasons, for the – indigent population and for just the folks who are coming to the hospital out of not feeling well or out of stress over a family member being in there, we request that you consider the option of exempting the UMC meters from this parking.

MAYOR GOODMAN

Councilman Reese?

COUNCILMAN REESE

Very good presentation. Question. I've been asking this question for seven or eight years. When is Clark County, when is the Southern Nevada Hospital going to build the parking garage?

MARSHA HOLMBERG

Actually, that was the next thing I was just about to say, so thanks for the segue. We are currently constructing a parking structure right now. It is scheduled to be coming on line in the middle of October. It's a \$3.9 million structure. It will add 438 spaces to the area. Now, it will be for – employees and for patients to park in. It will be free. And there are some people who will say, well, great, then the parking's not a problem, people won't have to park on the street. But if you've every been to the UMC campus, it is such a big place, and then there are people who are racing in because they're – going to visit a family member in the trauma center. They're not gonna wanna, you know, look around for parking or – park clear across campus, and then rush across campus. So, we believe that even though this parking structure's gonna come on line, it will dramatically help the parking situation; but it's not necessarily the cure to every – parking issue.

COUNCILMAN REESE

Thank you.

**CITY COUNCIL MINUTES
MEETING OF
AUGUST 2, 2000**

Page 7

**VERBATIM TRANSCRIPT: ITEM 82 – DISCUSSION AND POSSIBLE ACTION TO INCREASE PARKING
METER FEES FROM \$0.50 TO \$1 PER HOUR**

COUNCILMAN McDONALD

And, Councilman, I think it's – good to point out, and I don't mean to interrupt, Your Honor, but I think it wasn't being built until Marsha went over there and paved the way. From the City of Las Vegas over there and then she – brought the message.

MAYOR GOODMAN

Councilman Weekly?

COUNCILMAN WEEKLY

I guess, my concern is, and we've received lots of calls in reference to this – increase, here. I understand, you know, parking is a huge issue and I know Mr. Gallego, who came to the podium and stated that it's something that I've been talking with City Managers and the Director of Leisure Services with dealing with the parking issues with some seniors that we have that frequent the downtown area and our Dula Senior Center. You know, it's just a major problem, and I don't think any of us – I can't speak for the rest of you – but I didn't think that it would be such a major problem. We know that we're trying to work diligently to relieve the pressures of parking downtown, but we also, too, as we move toward that direction, we have to come up with some way to pay for it. You know?

And so, at this particular moment I'm wondering are we comfortable at this point in making this decision today, or is it something that we really wanna kind of maybe get a little bit more information on to find out if we're making the right decision today on approving this thing or denying it, one way or the other? Is this something that we could probably hold for a couple of weeks until we're able to sit down and talk about it more? Or are you all comfortable in moving forward with it today?

I mean, again, I've gotten a lot of calls about it, and, you know, people are –

MAYOR GOODMAN

Well, –

COUNCILMAN WEEKLY

Of course, anytime you talk about raising taxes or increasing in fees, you know, people are very uncomfortable with that, but again, we do have a fiduciary responsibility to pay for parking some way.

MAYOR GOODMAN

The way – I look at it, I'm comfortable with it, but if you feel you need additional time, it's my policy, as you know, to go and –

COUNCILMAN WEEKLY

I guess I'm interested in hearing how the rest of the Council feels about it, if I make that motion.

**CITY COUNCIL MINUTES
MEETING OF
AUGUST 2, 2000**

Page 8

**VERBATIM TRANSCRIPT: ITEM 82 – DISCUSSION AND POSSIBLE ACTION TO INCREASE PARKING
METER FEES FROM \$0.50 TO \$1 PER HOUR**

COUNCILMAN REESE

Well, I think – if I might. I feel uncomfortable also, because I have had quite a few calls from some of the attorneys' offices, and so on and so forth, downtown, and we have had a problem with trying to keep them downtown. And I know that we have to increase. I know that. But I, my – question, my concern is, is this the right time? And I have no problem holding this in abeyance for two weeks 'cause I think that there are some questions. The thing that you brought up, Your Honor, about the Lady Luck parking garage, using that for Council meeting days, and so on and so forth. I don't wanna prohibit anybody from coming here and watching us. So if – we can in two weeks find out whether they are going to be able to use that free or whatever, then maybe we ought to hold this and, for two weeks.

MAYOR GOODMAN

(inaudible) hold it to the 16th? You wanna hold it for 30 days or two weeks? (inaudible)

COUNCILMAN WEEKLY

I'm sorry?

COUNCILMAN REESE

Thirty days or two weeks?

COUNCILMAN McDONALD

How long would you like to hold it for? I mean, we're in the issue of – As far as the study, I think that when we looked at the downtown parking plan – and His Honor and I spoke about this several months ago when we were talking, started talking about redevelopment downtown. We also have to take into consideration what it's gonna cost to keep downtown flowing. And – deferring to both of you that represent the downtown area, I think it's your input and your – guidance that we're, that we all look for, that if we're gonna pay for the parking garages, then we to – and paying is such a – hard word, but where it starts to come back on other taxpayers that we need keep this a driving force.

And in asking and talking to Mr. Sheldon, comparatively how we – fair with other – entities. I think that's important to – take into consideration. Looking back and reflecting the type of business we're trying to find and bring downtown with the redevelopment, as well as facilitating parking garages for our senior citizens, for people that wish to come to – the Council meeting and making sure that we're able to meet all citizens in that same structure but not kill us when it comes to building these parking structures. And in the sense of – good business I would, again, I'd defer to you. That's the reason we're asking, I was asking the Mayor –

COUNCILMAN REESE

Well, I – just –

**CITY COUNCIL MINUTES
MEETING OF
AUGUST 2, 2000**

Page 9

**VERBATIM TRANSCRIPT: ITEM 82 – DISCUSSION AND POSSIBLE ACTION TO INCREASE PARKING
METER FEES FROM \$0.50 TO \$1 PER HOUR**

COUNCILMAN McDONALD

Do you think two weeks is enough or do you wanna even further for a study?

COUNCILMAN REESE

I would just hope, though, that the City's in a lot better shape than what we're showing it here. I mean, if we're gonna depend upon raising our parking meters fifty cents an hour to pay for our parking garages, then we're in trouble. And I – would hope that these – parking –

MAYOR GOODMAN

(inaudible) –

COUNCILMAN REESE

– these new parking garages, the financing's already been kinda put in place and stuff already.

CITY MANAGER VALENTINE

Actually you're correct, Councilman. That's true. One of, there are a couple of reasons to actually have metered parking downtown. One of those is to create turnover. One of the, some of the complaints we've had around the University Medical Center are that those are employees who aren't parking for an hour. They're employees who are parking for a day and feeding the meters. What we wanna do, particularly in that area, is to generate turnover so the people who are patients and who are the consumer of those services can park, have parking opportunities.

One of the other things we've heard is that parking should be, since City taxpayers pay for parking that's, the parking should be free. The reality is not everyone who parks downtown is a City taxpayer. And by having meters and charging in parking garages, you're making it truly a user fee where those who consume or use that service who benefit from parking are the ones who are paying for it.

At this time, though, hearing your comments, if you all felt that you wanted to defer an increase until we brought more parking on line and some of those garages were completed, we'd be happy to bring it back to you at that time.

COUNCILMAN REESE

And see, I – would feel a lot more comfortable doing that than raising the – fees right now and having the availability of more parking for those people that are working and coming to our downtown area for work or for pleasure.

COUNCILMAN MACK

Your Honor?

MAYOR GOODMAN

Yes. Let me ask one question first, please. Mr. Sheldon, will this, if we put this off, are we still gonna be able to use the key system?

**CITY COUNCIL MINUTES
MEETING OF
AUGUST 2, 2000**

Page 10

**VERBATIM TRANSCRIPT: ITEM 82 – DISCUSSION AND POSSIBLE ACTION TO INCREASE PARKING
METER FEES FROM \$0.50 TO \$1 PER HOUR**

MIKE SHELDON, DIRECTOR,
DETENTION & ENFORCEMENT

Oh, absolutely, Your Honor.

MAYOR GOODMAN

But, and the keys would then be keyed to the fifty cents, which is presently in existence; is that –

MIKE SHELDON, DIRECTOR,
DETENTION & ENFORCEMENT

Yes, that's accurate, Your Honor.

COUNCILMAN McDONALD

For our senior citizens?

MIKE SHELDON, DIRECTOR,
DETENTION & ENFORCEMENT

Right.

MAYOR GOODMAN

I see. Okay.

MIKE SHELDON, DIRECTOR,
DETENTION & ENFORCEMENT

The keys are already being sold. They're being sold at the fifty-cent-an-hour rate.

MAYOR GOODMAN

Oh, they are?

MIKE SHELDON, DIRECTOR,
DETENTION & ENFORCEMENT

Yes, Sir.

MAYOR GOODMAN

Okay. All right.

COUNCILMAN MACK

Your Honor?

MAYOR GOODMAN

Yes, Councilman?

COUNCILMAN MACK

Coming from the private sector and being a – downtown business owner, I know that I can speak on my behalf that, as – City Manager Valentine has spoken, we'd like to see more turnover in the parking meters. I know that when it was twenty-five cents that my employees would go out and plug the meters and I couldn't keep them in the store. And they'd just go out and plug the meters all day long. So, I think, it is market driven.

It is also, it's – an Enterprise Fund. It's self-sufficient. We're trying to pay for the new parking with parking fees, and I think that's the way it was set up. So I'm not all in favor of delaying this decision because I think we're gonna leave a deficit in the future for our parking garages.

MAYOR GOODMAN

Okay. Councilman Brown?

COUNCILMAN BROWN

Yeah, I – As a follow up to that point on the Enterprise District, I'd like either Mr. Sheldon or Mr. Vincent to explain

**CITY COUNCIL MINUTES
MEETING OF
AUGUST 2, 2000**

Page 11

**VERBATIM TRANSCRIPT: ITEM 82 – DISCUSSION AND POSSIBLE ACTION TO INCREASE PARKING
METER FEES FROM \$0.50 TO \$1 PER HOUR**

what the Enterprise District is, when we created it for the parking, and what it's intent is. That would be my first question.

**MARK VINCENT, DIRECTOR,
FINANCE & BUSINESS SERVICES**

Mark Vincent, Finance and Business Services. The Enterprise Fund for the parking operation is intended to be run as a – business. It's supposed to be self-sufficient, as Councilman Mack indicated. Even though the facilities, the new garage facilities aren't yet built, in fact, we are having debt service today and on for the next ten to twenty years.

Current analysis indicates that the Parking Enterprise Fund if for Fiscal Year 2001 should generate about 5 million in revenue. Operating expenses are about 2.7 million. But the debt service for Fiscal Year 2001 is 4.4 million, and that's gonna generate a \$2 million deficit in the Enterprise Fund for Fiscal Year 2001.

Now we have done some projections out for five years, looking at what happens when the new garages come on line and they start generating their own revenue. And by 2005, with a fifty-cent increase in the – meter fees, that would be the year that we would just about break-even. That, and that presumes that, for example, the Neonopolis garage is maybe 30, functioning at a third of its pro forma.

So, there is – a current issue. We're very fortunate that the Enterprise Fund currently has a – decent cash balance. But the fact of the matter is without this increase we'll be decreasing that cash balance right out to about, about the fifth year is when start to go negative without any increase.

COUNCILMAN BROWN

And the principle behind it, setting up enterprise funds at the City – we have the Sewer Enterprise Fund; we have the new Business Licensing, or whatever fund we're calling that, is essentially to have the people that use this public service pay for the cost of operating this public service. And I think that has been the direction of this Council, at least the last few years, is try to create a far more efficient City government without jeopardizing the quality of service we offer. So, I think it's important to use that as a backdrop.

And maybe the next question should be to Mr. Sheldon. Thank you, Mr. Vincent. Mr. Sheldon, the, my understanding of this new computerized meter. We – have flexibility as far as certain areas. If – we find a demand that seniors can't park somewhere or City Hall is, seems to be a real hotspot, can we not adjust the computers to maybe encourage more turnover? Do we have that flexibility built into this system?

**CITY COUNCIL MINUTES
MEETING OF
AUGUST 2, 2000**

Page 12

**VERBATIM TRANSCRIPT: ITEM 82 – DISCUSSION AND POSSIBLE ACTION TO INCREASE PARKING
METER FEES FROM \$0.50 TO \$1 PER HOUR**

MIKE SHELDON, DIRECTOR,
DETENTION & ENFORCEMENT

We can set any time in these meters that you all in the City deem necessary. So there may be some zones the meters run for an hour and that's the maximum. There may be others, they run for six hours. If I'm answering the question properly.

COUNCILMAN BROWN

Very – much so. And – I'd like, I appreciate you putting it on the record, because if there is a demographic out there, if there is a – hotspot within the City boundaries that we have, we have the ability to adjust, right down to free.

MIKE SHELDON, DIRECTOR,
DETENTION & ENFORCEMENT

We do. Absolutely.

COUNCILMAN BROWN

Right up to – the proposed increase. And I think that – needs to be stated. Do we have, or are there demographics on who uses our meters downtown?

MIKE SHELDON, DIRECTOR,
DETENTION & ENFORCEMENT

Actually, there are. The Parking Enforcement staff has done a study of the downtown area. They've talked to most of the businesses, even going south of downtown, and they've identified areas that, you know, they think the meters should only operate until 5:00 o'clock. You know, areas where there are restaurants around that the main customer base comes after 5:00 o'clock, so they would then have parking. Otherwise, the meters would run until 5:00 so there would be turnover for other businesses in those areas. And they've studied all the areas of downtown, and they have recommendations that they're making through the Traffic Engineer as well as the City Manager's office, and as well as our operation.

COUNCILMAN BROWN

And again, I appreciate that going on the record. I think that enables this Council and the Manager's office to assist in the downtown reurbanization, the revitalization. That we don't hurt people. That, again, it gives us the flexibility to adjust to what we see is the market conditions downtown.

MIKE SHELDON, DIRECTOR,
DETENTION & ENFORCEMENT

Absolutely.

COUNCILMAN BROWN

Appreciate that. Your Honor, I certainly will defer to the – Council people that represent the area. But whether we make the decision today or two weeks from now or thirty days from now, I certainly support the direction that this Department is heading in. So, if we are going to hold this off, specifically, I'd appreciate understanding what questions still need to be answered.

**CITY COUNCIL MINUTES
MEETING OF
AUGUST 2, 2000**

Page 13

**VERBATIM TRANSCRIPT: ITEM 82 – DISCUSSION AND POSSIBLE ACTION TO INCREASE PARKING
METER FEES FROM \$0.50 TO \$1 PER HOUR**

COUNCILMAN REESE

If I could, Mayor?

MAYOR GOODMAN

Yes.

MAYOR GOODMAN

I have no problem with increasing. I know that we have to increase the parking meter fees. I understand that. My only concern was that are we going to keep people, you know, from coming downtown because of this – rate increase when we don't have other places for them to park. And so I don't to, I – guess, hold this for two weeks. I would rather, if we're gonna hold it, hold it until one of the parking garages come on. And if – the other Council members don't feel comfortable in doing that, then, you know, sometimes you just have to bite the bullet and do it, so.

I really, I – just hope that these parking structures. I know the Pauls Group is going forward quickly and I hope that we get the Stewart parking garage up as – fast as we can. I just don't wanna keep people from our downtown area, is my only concern.

MAYOR GOODMAN

All right. Thank you very much, Councilman. Councilman Weekly?

COUNCILMAN WEEKLY

Yes, thank you, Your Honor. I'm understanding that, again, two weeks or thirty days would not be sufficient enough time to, I guess, answer whatever unanswered questions that there are out there. And I too am in support of what it is that the, that Council and – staff is, the direction in which they're going in. But I guess my question is have we adequately educated the public on why we're increasing the funds, I mean, to the public, because the majority of people who are calling me don't understand why we're, why we are actually increasing the parking meters from fifty cents to one dollar. I mean, I guess, the question is have we adequately put information out there to educate the public on what it is that we're doing to help them understand we are working to relieve the – aggravations that we're having with our parking problems downtown. I mean, it's easy for us to sit here and – just say, hey, it's the right thing to do, and we think this is gonna benefit you in the long run. But again, you know, we – owe a debt of responsibility to the public to help them understand what it is that we're doing and why we're doing it. So, I mean, that's my question.

And I – mean, I wouldn't agree with, you know, holding it, I mean, I, I'm not in support of holding off until, you know, we get a garage 'cause I'm not understanding is that going to help alleviate the problem also. So.

**CITY COUNCIL MINUTES
MEETING OF
AUGUST 2, 2000**

Page 14

**VERBATIM TRANSCRIPT: ITEM 82 – DISCUSSION AND POSSIBLE ACTION TO INCREASE PARKING
METER FEES FROM \$0.50 TO \$1 PER HOUR**

MAYOR GOODMAN

Thank you. Mr. Sheldon?

MIKE SHELDON, DIRECTOR,
DETENTION & ENFORCEMENT

In answering that, Councilman, our direction was, should you all go forth with this item this morning, we would do PSAs to let the public know. We thought also this forum would start the process for doing that. And we would also issue warnings for a while before we just started citing the people for expired meters, so.

COUNCILMAN REESE

If we approve this today, then, Mr. Sheldon, when would this go in effect?

MIKE SHELDON, DIRECTOR,
DETENTION & ENFORCEMENT

Well, it would actually start immediately because it's not a – new bill, but we would hold off until the public was educated on it.

COUNCILMAN McDONALD

Third day?

MIKE SHELDON, DIRECTOR,
DETENTION & ENFORCEMENT

And I would say thirty days reasonably, yeah.

COUNCILMAN WEEKLY

And –, to me, understanding that and with all due respect to you, Mr. Sheldon, you do get your directions from, you know, City Manager's office and the Council, but to me that, it's after the fact. It sounds after the fact to me. I mean, I think we should have put some information out there prior to leading up to this decision.

CITY MANAGER VALENTINE

And, Mayor, maybe what we would suggest then, if that the a concern, would be that you approve this now, but we don't implement the rate increase for three months and give Mr. Sheldon an opportunity to work on some education on the parking meter rate increases.

COUNCILMAN REESE

Well, I – was gonna say thirty days instead of three months.

MAYOR GOODMAN

Well, we, sixty days. That's a compromise.

COUNCILMAN REESE

Your Honor, no further questions or comments –

COUNCILMAN BROWN

I do.

COUNCILMAN REESE

– I'm ready to make a motion.

MAYOR GOODMAN

Councilman Brown?

COUNCILMAN BROWN

Mr. Sheldon, have – we done any outreach? At least my understanding is we've – talked to –

**CITY COUNCIL MINUTES
MEETING OF
AUGUST 2, 2000**

Page 15

**VERBATIM TRANSCRIPT: ITEM 82 – DISCUSSION AND POSSIBLE ACTION TO INCREASE PARKING
METER FEES FROM \$0.50 TO \$1 PER HOUR**

MIKE SHELDON, DIRECTOR,
DETENTION & ENFORCEMENT

We have canvassed –

COUNCILMAN BROWN

– the downtown business area, residents. We've talked to business people.

MIKE SHELDON, DIRECTOR,
DETENTION & ENFORCEMENT

We have.

COUNCILMAN BROWN

From what I saw in the interviews and what I read in the newspaper the last few days, it seems to be an objective approach. It seems to be an approach that was well understood, at least the last snapshot of three days. Again, if we're going to hold off for 30 days or 60 days or 90 days to do further education, I have, my understanding is we've done some outreach, we've done some education.

MIKE SHELDON, DIRECTOR,
DETENTION & ENFORCEMENT

We have, Councilman. The 30 days is probably not unreasonable or any time frame you guys decide on, because it's more than only those businesses who use our downtown. You know, we've contacted the businesses in downtown and – as you would expect nobody is – really thrilled with a fee increase. But we have contacted them but there are other people who use the downtown area, so.

COUNCILMAN BROWN

And I'm – concerned with Councilman Reese's comment that if there is a group of people that are gonna be harmed by this, that we'll keep away from downtown, I also understand that we have the flexibility to address that and mitigate that.

MIKE SHELDON, DIRECTOR,
DETENTION & ENFORCEMENT

We do. I mean, obviously it's a City's goal, and I know it's your all's goal, to bring as many people into our downtown as we can. And we have to have parking for them. You know, that's kind of the bottom line here.

COUNCILMAN REESE

Councilman Brown, my – question was answered.

MAYOR GOODMAN

Okay.

COUNCILMAN BROWN

Okay.

MAYOR GOODMAN

May I have a motion then, please?

COUNCILMAN BROWN

Yes. I – move for approval of this including raising the fees at the UMC. I feel like that we need to move them doctors along also. So my motion would be for approval, bringing this into effect in 30 days. And thank

**CITY COUNCIL MINUTES
MEETING OF
AUGUST 2, 2000**

Page 16

**VERBATIM TRANSCRIPT: ITEM 82 – DISCUSSION AND POSSIBLE ACTION TO INCREASE PARKING
METER FEES FROM \$0.50 TO \$1 PER HOUR**

staff for their due diligence and listening to our questions and answers, and that's my motion.

MAYOR GOODMAN

Thank you very much. Vote on the motion, please. Post, please. Motion carries. **(Motion carried unanimously with L.B. McDonald excused.)**

COUNCILMAN MACK

Your – Honor?

MAYOR GOODMAN

Yes.

COUNCILMAN MACK

I know this is an afterthought, but I could maybe suggest to Councilman Reese that we include in the motion the discounted fee on the keys to the senior citizens at 25% off. Can we do that? Should that be included or should we –

COUNCILMAN REESE

Well, I – think that what Mr. Sheldon says, that he has the prerogative to do that in certain areas. And so I think that if we, the Council, get calls or complaints or whatever, that we can meet with the City Manager or with Mr. Sheldon and see what those areas are. I mean, if we wanna put a blanket, I can add that to my motion 'cause I – don't have any problem with that.

COUNCILMAN MACK

That's, that would be my suggestion, just to put a senior citizen discount.

COUNCILMAN McDONALD

You have to revote. If you're gonna vote on it, you got to bring it back.

MAYOR GOODMAN

All right. All right. Is there a motion to –

COUNCILMAN McDONALD

Reconsider.

MAYOR GOODMAN

– reconsider?

COUNCILMAN REESE

Absolutely.

MAYOR GOODMAN

Thank you. Vote on that motion, please. Post, please.

COUNCILMAN REESE

Did you vote?

MAYOR GOODMAN

Motion carries. **(Motion carried unanimously with L.B. McDonald excused.)**

COUNCILMAN McDONALD

Councilman, one – thing if we're gonna open this up again, Mike, Mr. Sheldon, I'd ask that we're able to keep track of the keys that we give out. In other words, if we're giving, in discussions when the Mayor and I were talking about this,

**CITY COUNCIL MINUTES
MEETING OF
AUGUST 2, 2000**

Page 17

**VERBATIM TRANSCRIPT: ITEM 82 – DISCUSSION AND POSSIBLE ACTION TO INCREASE PARKING
METER FEES FROM \$0.50 TO \$1 PER HOUR**

as far as keeping, that we don't have a fraud act occur. If the, if a senior citizen key is stolen or misplaced. In other words, if we can keep track of the keys we're giving out and maybe also use that to get feedback to see how, what – they're thinking, as we're taking care of our senior citizens.

MIKE SHELDON, DIRECTOR,
DETENTION & ENFORCEMENT

We absolutely will. And if you all give us six months, we'll report back on the number of senior citizen keys we sell so we know what the interest really is out there.

COUNCILMAN McDONALD

Just so we have a –

MIKE SHELDON, DIRECTOR,
DETENTION & ENFORCEMENT

Sure.

COUNCILMAN McDONALD

– I wouldn't say log, but accountability of the keys that we're giving out (inaudible) –

MAYOR GOODMAN

And I'm just wondering also, Mr. Sheldon, this might be an interesting way to be able to ascertain the demographics as to who's going to be using the keys and who's going to be using the – That's my voice. No. Who's going to be using the parking down there. So, maybe with the help of the City Manager's office, a questionnaire could be filled out. Very brief so we can find out who's using this and whether or not they are being impacted by it, when they come and they buy the keys.

MIKE SHELDON, DIRECTOR,
DETENTION & ENFORCEMENT

A questionnaire solely for the keys?

MAYOR GOODMAN

Yes.

MIKE SHELDON, DIRECTOR,
DETENTION & ENFORCEMENT

So I understand what you're direction is, Your Honor.

COUNCILMAN McDONALD

Right. A log.

MAYOR GOODMAN

Yes, yes. Not – intrusive, but so we find out whether or not people object. Whether it's stopping people from coming down, whether it's a burden. Those kind of things so the – issues raised by Councilman Weekly and Councilman Reese can be revisited perhaps.

MIKE SHELDON, DIRECTOR,
DETENTION & ENFORCEMENT

Sure. Absolutely.

MAYOR GOODMAN

Great.

**CITY COUNCIL MINUTES
MEETING OF
AUGUST 2, 2000**

Page 18

**VERBATIM TRANSCRIPT: ITEM 82 – DISCUSSION AND POSSIBLE ACTION TO INCREASE PARKING
METER FEES FROM \$0.50 TO \$1 PER HOUR**

COUNCILMAN REESE

Okay, but my – question is then that the only way that the senior's gonna get a discount then is if they buy a key?

MAYOR GOODMAN

Right. It's the only way they can. Okay.

MIKE SHELDON, DIRECTOR,
DETENTION & ENFORCEMENT

Councilman, that's really the only way we can –

COUNCILMAN REESE

I – just want it on the record.

MIKE SHELDON, DIRECTOR,
DETENTION & ENFORCEMENT

Okay.

MAYOR GOODMAN

All right. Councilman Reese?

COUNCILMAN REESE

Yes. My motion would be the same motion then, except adding a clause in there that the seniors can buy the key, they have to buy the key, and receive that for seventy-five cents an hour.

COUNCILMAN McDONALD

And we keep a log. And we keep the log.

CITY ATTORNEY JERBIC

If I could ask for just clarification as to the age of seniors, too, so that doesn't become an issue later on.

COUNCILMAN McDONALD

Sixty-two.

MAYOR GOODMAN

Sixty-two.

COUNCILMAN REESE

Sixty-two.

COUNCILMAN BROWN

Photo ID required.

MAYOR GOODMAN

Okay, there's a motion. Vote on the motion, please.

COUNCILMAN REESE

How old are you, Al?

AL GALLEG0

I'm not 62 yet.

MAYOR GOODMAN

Post, please. Okay, motion carries. **(Motion carried unanimously with L.B. McDonald excused.)** Thank you.

(END OF DISCUSSION)

/gbp

City of Las Vegas

Agenda Item No.: 83

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: AUGUST 2, 2000****DEPARTMENT: FINANCE & BUSINESS SERVICES****DIRECTOR: MARK R. VINCENT**☐**CONSENT**☒**DISCUSSION****SUBJECT:**

Discussion and possible action regarding a new Supper Club Liquor License subject to the provisions of the planning and fire codes and Health Dept. regulations, Monsoon II, LLC, dba Monsoon Pan Asian Bistro, 8991 West Sahara Ave., Stavros K. Kritikos, Mmbr, Mgr, 40%, Christos Kapotis, Mmbr, 30%, Konstantinos Demertzis, Mmbr, 30% (**NOTE: To be heard in afternoon session in conjunction with Item #124 - Special Use Permit # U-0075-00) - Ward 2 (L.B. McDonald)**

Fiscal Impact☒**No Impact****Amount:**☐**Budget Funds Available****Dept./Division:**☐**Augmentation Required****Funding Source:****PURPOSE/BACKGROUND:**

Discussion and possible action regarding a new Supper Club Liquor License

RECOMMENDATION:

Recommend approval subject to the planning conditions on the Special Use Permit

BACKUP DOCUMENTATION:

None

MOTION:

BROWN – APPROVED as recommended – UNANIMOUS with MACK not voting and L.B. McDONALD excused

MINUTES:

ATTORNEY PRESTON HOWARD, Keefer, O'Reilly & Ferrario, 325 S. Maryland Parkway, appeared on behalf of the applicant together with STEVE KRITIKOS, Managing Member, Monsoon II, LLC, 8375 West Flamingo Road, #101. MR. KRITIKOS will be the operator of the proposed supper club called Monsoon Pan Asian Bistro.

No one appeared in opposition.

There was no discussion.

(2:48 – 2:49)

4-370

City of Las Vegas

Agenda Item No.: 84

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: AUGUST 2, 2000

DEPARTMENT: FINANCE & BUSINESS SERVICES**DIRECTOR: MARK R. VINCENT**☐**CONSENT**☒**DISCUSSION****SUBJECT:**

Discussion and possible action regarding a new Escort Bureau License, Bleu Limited, dba Bleu, 652 Peachy Canyon Circle, Unit 103, Jeffrey G. Schoor, Mmbr, 50%, Cynthia L. Steinman, Mmbr, 50% - Ward 2 (L.B. McDonald)

Fiscal Impact☒**No Impact****Amount:**☐**Budget Funds Available****Dept./Division:**☐**Augmentation Required****Funding Source:****PURPOSE/BACKGROUND:**

Discussion and possible action regarding a new Escort Bureau License

RECOMMENDATION:

Recommend approval subject to a six month review and the applicant to report any citations or arrests of any employees to Business Services within 48 hours.

BACKUP DOCUMENTATION:

None

MOTION:

M. McDONALD – Motion to bring forward and STRIKE Item Nos. 79 and 87 and hold in ABEYANCE Item No. 84 to 8/16/2000 – UNANIMOUS with L.B. McDONALD excused

MINUTES:

There was no discussion.

(9:31 – 9:32)

1-899

City of Las Vegas

Agenda Item No.: 85

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: AUGUST 2, 2000****DEPARTMENT: PLANNING & DEVELOPMENT****DIRECTOR: WILLARD TIM CHOW**☐**CONSENT**☒**DISCUSSION****SUBJECT:**

Report by Clarion Associates, consultants to the Southern Nevada Regional Planning Coalition (SNRPC), on the status of the Regional Policy Plan currently under development

Fiscal Impact☒**No Impact****Amount:**☐**Budget Funds Available****Dept./Division:**☐**Augmentation Required****Funding Source:****PURPOSE/BACKGROUND:**

The purpose of the presentation is to inform the City Council of the status of the SNRPC Regional Plan and present findings to date.

RECOMMENDATION:

Report only, no action required.

BACKUP DOCUMENTATION:

Greg Dale submitted a hard copy of his PowerPoint presentation at the meeting

MOTION:

None required.

MINUTES:

NOTE: A Verbatim Transcript is made a part of the Final Minutes.

APPEARANCES:

TIM CHOW, Director, Planning and Development Department

GREG DALE, Principal, Cincinnati Office of Clarion Associates, LLC

CITY MANAGER VIRGINIA VALENTINE

NOTE: MAYOR GOODMAN directed that MR. DALE meet with each Council member for input due to the diversity of the Wards.

NOTE: COUNCILMAN McDONALD requested that MR. DALE provide the City Council with the projections on the Salt Lake City light rail system, as well as information on the number of tram stations it has, the number of miles it encompasses, a breakdown of the type of dollars used to fund it – federal, state, local, and private sector – and how it was financed.

*City of Las Vegas***Agenda Item No.: 85**

CITY COUNCIL MEETING OF AUGUST 2, 2000

Planning and Development

Item 85 – Report on the Status of the Regional Policy Plan

MINUTES – Continued:

NOTE: COUNCILMAN MACK strongly felt that the homeless issue should be reviewed as part of the Regional Plan. MR. DALE indicated that it is not one of the elements mandated by the State, but certainly it could be incorporated. MR. CHOW concurred with MR. DALE.

NOTE: MR. DALE pointed out that a conformity seminar would be held on October 11, 2000, that the Council members should attend to receive information on how the City can demonstrate conformity and where the City fits into this regional process.

(10:19 – 11:03)

1-2898/2-1

Southern Nevada Regional Planning Coalition Regional Policy Plan

Clarion Associates, LLC
Craig Richardson
McGetrick & McGetrick



#85



GUIDING PRINCIPLES/GOALS

- ❖ Recognize/document and build on existing regional planning successes
- ❖ Accommodate growth/take advantage of benefits/mitigate impacts
- ❖ Respect local autonomy with regard to site specific land use regulations while addressing projects with multi-jurisdictional impacts
 - Focus primarily on developments on municipal boundaries
- ❖ Plan should focus on policies/goals (e.g., contiguity, % open space)
 - Not specifying particular areas where growth should occur
 - Not primarily a mapped-based plan with growth boundaries



GUIDING PRINCIPLES/GOALS

- ❖ Actions of federal/state/regional agencies should conform to the regional plan
- ❖ Plan should focus on discrete number of key elements/issues
- ❖ Utilize plan/RPC as forum for discussion/problem-solving on regional land use issues
- ❖ Regional plan serves as structured advocacy tool to be use in dealing with legislature (e.g., include comparative analysis with other regions on key issues such as density, infrastructure backlog, etc.)



TARGETED PUBLIC EDUCATION/ LOCAL OFFICIAL PARTICIPATION

- ❖ **Key Player Interviews**
- ❖ **Speakers Bureau**
- ❖ **Informational Brochure**
- ❖ **Content For Web Sites/Bulletin Boards**
- ❖ **Media/Editorial Board Briefings**
- ❖ **Elected Official Briefings**
- ❖ **Conformity Seminar**
- ❖ **Plan Executive Summary/Public Hearings**

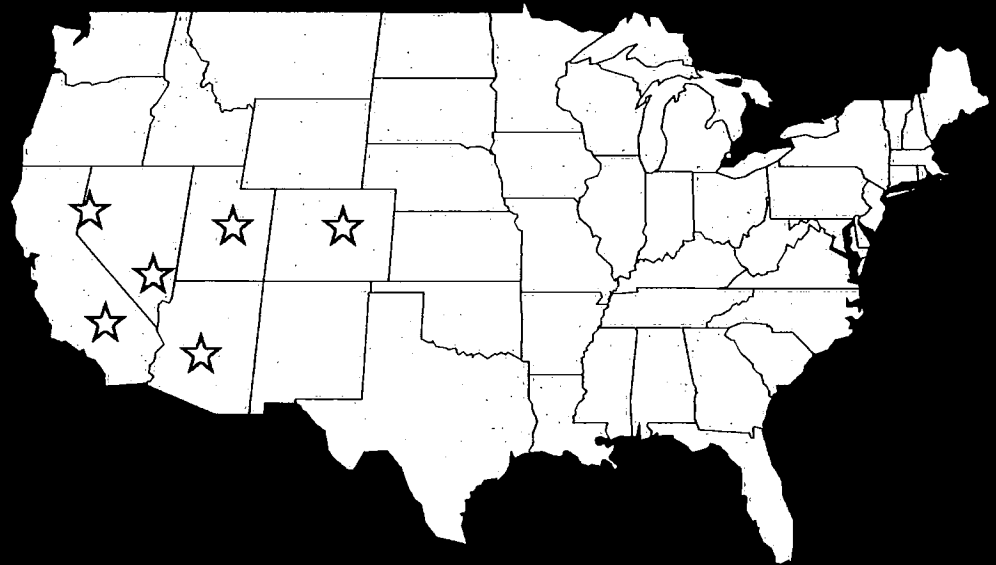
Project Schedule

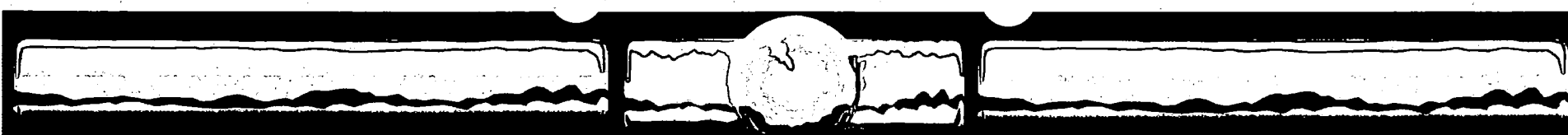
Approach Tasks	15 Month Planning Process (Jan. 2000 – March 1, 2001)														
		Feb			May	Jun		Aug	Sep	Oct	Nov	Dec			Mar
2. Public/Local Government Participation															
3. Refine/Develop Plan Elements															
4. Develop Conformance Process and Define Project of Regional Significance															
5. Draft Plan															
6. Final Plan/Adoption															

Comparative Regional Indicators: How Las Vegas Stacks Up

Cities Involved in the Study:

- ❖ Las Vegas, Nevada
- ❖ Denver, Colorado
- ❖ Phoenix, Arizona
- ❖ Reno, Nevada
- ❖ Salt Lake City, Utah
- ❖ San Diego, California





Major Categories Reviewed

- ❖ Population
- ❖ Population and Employment Growth Rates
- ❖ Housing Statistics
- ❖ Housing Affordability
- ❖ Local Jurisdictions and Regional Planning Agencies
- ❖ Acres of Parks and Miles of Trails
- ❖ Transportation and Mass Transit
- ❖ Impact Fees and Dedications
- ❖ Air/Watershed Quality



Regional Population Statistics

❖ Las Vegas	1,321,319	(1999)
❖ Denver	2,286,975	(1999)
❖ Phoenix	2,913,475	(2000)
❖ Reno	323,670	(1999)
❖ Salt Lake City	1,360,159	(1998)
❖ San Diego	2,946,500	(2000)

Population and Employment Growth Rates

	Annual Population Growth Rate - 1990s (Forecasted Rate to 2020)	Forecasted Annual Employment Growth Rates to 2020
Las Vegas	6.1% (2.7%)	7.0%
Denver	2.6% (1.6%)	1.2%
Phoenix	4.0% (2.2%)	2.2%
Reno	1.1% (1.6%)	not available
Salt Lake City	1.9% (4.2%)	1.9%
San Diego	1.6% (1.4%)	1.6%

Housing Statistics

	Number of Housing Units	Ratio of Total Population to Total Number of Housing Units	Density of Residential Development Projects
Las Vegas	526,409	2.51	6.0
Denver	964,113	2.37	3.0
Phoenix	1,212,407	2.40	3.7
Reno	141,500	2.29	3.0
Salt Lake City	469,768	1.81	3.0
San Diego	996,684	2.96	3.7

Housing Affordability

	Median Price of Three Bedroom Home	Average Per Capita Income	Ratio of Price of Home to Per Capita Income
Las Vegas	\$145,000	\$29,000	5.0
Denver	\$178,000	\$33,000	5.4
Phoenix	\$159,000	\$35,600	4.5
Reno	\$151,000	\$30,000	5.0
Salt Lake City	\$154,000	\$23,000	6.7
San Diego	\$250,000	\$27,300	9.2



Number of Local Jurisdictions in the MPO

❖ Las Vegas--	5 Cities and 1 County
❖ Denver--	41 Cities and 6 Counties
❖ Phoenix--	24 Cities and 1 County
❖ Reno--	2 Cities and 1 County
❖ Salt Lake City--	52 Cities and 5 Counties
❖ San Diego--	18 Cities and 1 County

Regional Planning Agencies

	Transportation	Water	Wastewater	Flood Control	Land Use	Schools
Las Vegas	X	X	X	X		X
Denver	X	X		X	X	
Phoenix	X	X		X		
Reno	X				X	
Salt Lake City	X					
San Diego	X	X	X			



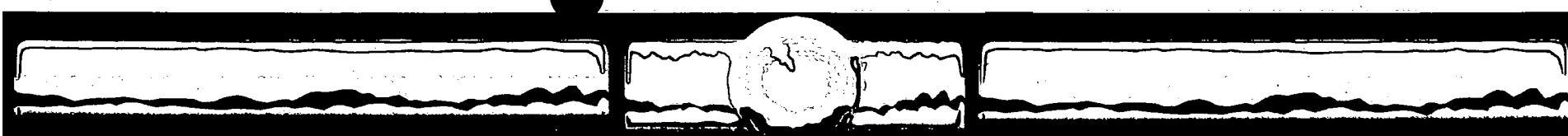
Acres of Parks and Miles of Developed Trails

	Acres of Locally- Owned Parks (City and/or County)	Miles of Developed Trails
Las Vegas	1,848	not available
Denver	140,660	130
Phoenix	not available	127.9
Reno	2,534	not available
Salt Lake City	3,450	51
San Diego	not available	not available

Transportation/Mass Transit

	Vehicle Miles Traveled (VMT)	VMT / Total Population	Annual Ridership	Annual Ridership / Total Population
Las Vegas	35.8 million	27.1	52,623,106	39.8
Denver	57.7 million	25.2	54,000,000	23.61
Phoenix	58 million	19.9	39,785,261	13.7
Reno	not avail.		8,000,000	24.7
Salt Lake City	30 million	22.1	8,000,000	5.88*
San Diego	68 million	23.1	90,000,000	30.5

* SLC's light rail line opened December 4, 1999. Actual usage of the light rail facility already exceeds projections for 2010.



Infrastructure Backlog

- ❖ Las Vegas-- \$2 billion
- ❖ Denver-- \$10 billion (transportation only)
- ❖ San Diego-- \$11.5 billion (transportation only)



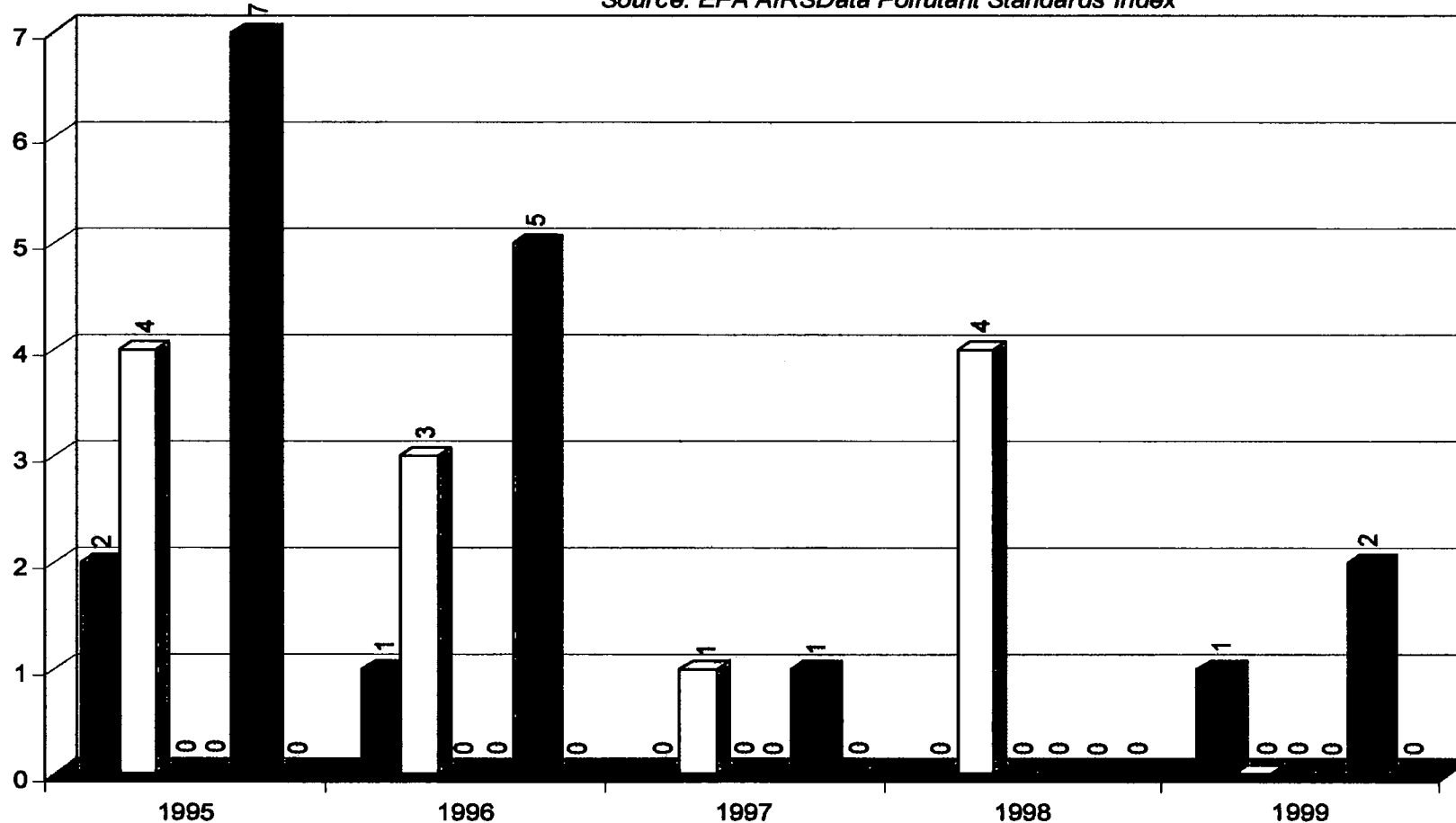
School Infrastructure

- ❖ Number of School Districts
- ❖ School Site Acquisitions

Natural Resources: Air Quality

Days Exceeding 8-Hour Carbon Monoxide (CO) Levels

Source: EPA AIRSData Pollutant Standards Index

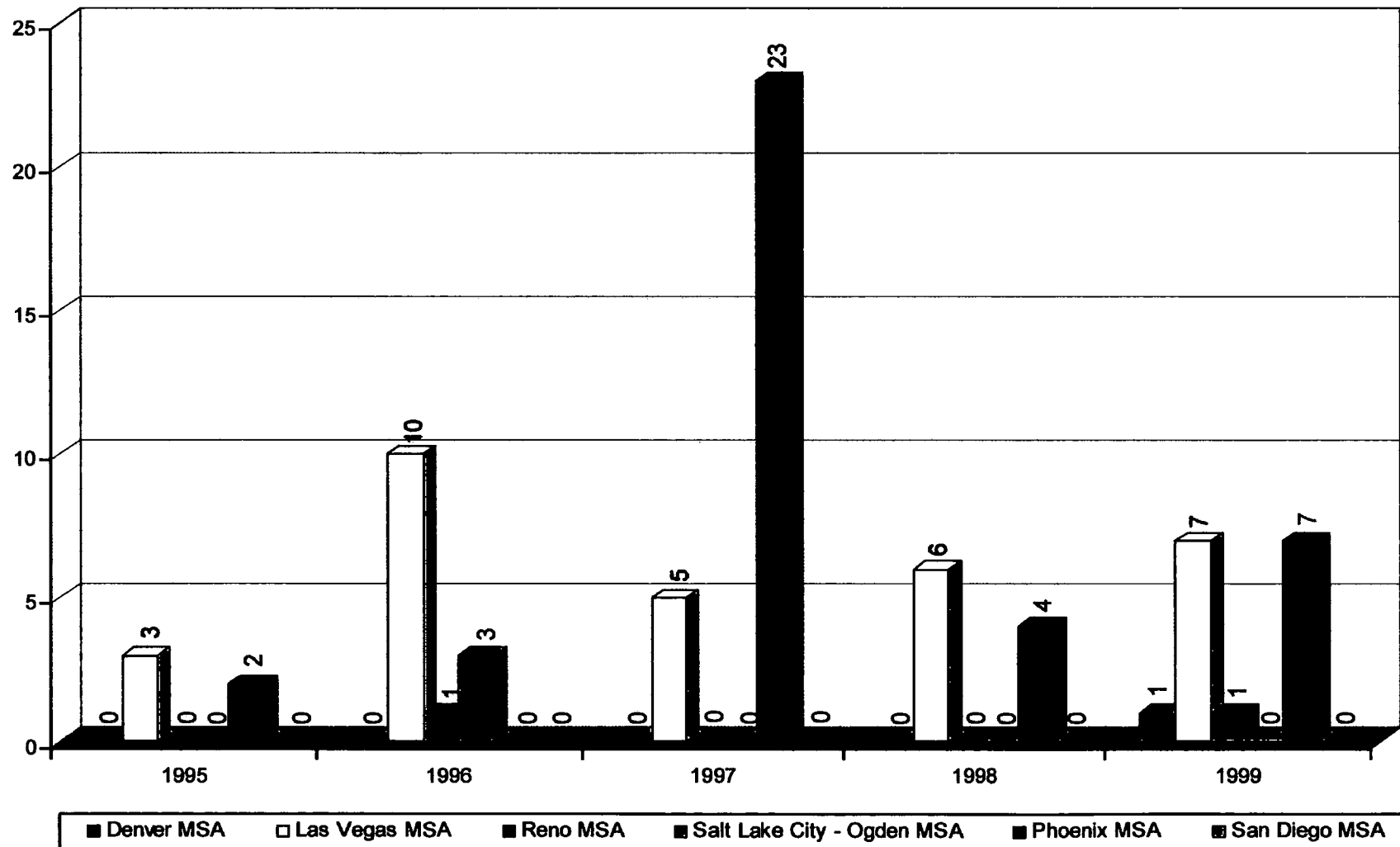


■ Denver MSA □ Las Vegas MSA ■ Reno MSA ■ Salt Lake City - Ogden MSA ■ Phoenix MSA

Natural Resources: Air Quality

Days Exceeding 24-Hour Particulate Matter-10 (PM10) Levels

Source: EPA AIRSData Pollutant Standards Index





Natural Resources: Watershed Quality

	EPA Watershed Quality Rating
Las Vegas	10.8
Denver	70.2
Phoenix	21.0
Reno	3.6
Salt Lake City	36.8
San Diego	25.8



CHEERS

- ❖ Small Number of Local Governments
- ❖ Significant Regional Planning
- ❖ High Density of Housing Developments
- ❖ Housing Affordability
- ❖ High Transit Ridership
- ❖ Employment Growth
- ❖ Low Level of Infrastructure Backlog



JEERS

- ❖ Acres of Parks and Miles of Trails
- ❖ High Vehicle Miles Traveled
- ❖ Lack of Regional Land Use Planning
- ❖ School Site Acquisition
- ❖ Air/Watershed Quality

**CITY COUNCIL MINUTES
MEETING OF
AUGUST 2, 2000**

Page 1

**VERBATIM TRANSCRIPT: ITEM 85 – REPORT BY CLARION ASSOCIATES, CONSULTANTS TO THE
SOUTHERN NEVADA REGIONAL PLANNING COALITION (SNRPC), ON THE STATUS OF THE REGIONAL
POLICY PLAN CURRENTLY UNDER DEVELOPMENT**

MAYOR GOODMAN

Item Number 85, report by Clarion Associates, consultants to the Southern Nevada Regional Planning Coalition, on the status of the Regional Policy Plan currently under development. Mr. Chow?

TIM CHOW, DIRECTOR, PLANNING
& DEVELOPMENT

Good morning, Mayor, Council members, honored guests. It's my pleasure this morning to introduce to you Mr. Greg Dale. Greg is a principal in the Cincinnati office of Clarion and Associates. Clarion has been retained by the Southern Nevada Planning Coalition to assist in the formulation of a Regional Policy Plan and Mr. Dale is here this morning to shed some light on that, give you kind of a briefing as to the status of that project. I think we're very fortunate to have a consultant of Mr. Dale's caliber here with us, and I certainly have enjoyed working with him. Greg.

GREG DALE

Thank you, Mr. Chow. Mayor, members of Council, good morning. Thank you first of all for taking the time out of a very busy agenda to hear this update.

What I'd like to do this morning is a couple of things: First, I wanna give a brief background on – why we're engaged in this process and just perhaps refresh your memory of what's going on here. I then wanna talk about what I think is a very important element in this process, and that is what we're calling the guiding principles. Those are the principles that are guiding us in this planning process, and I'll describe what those mean here in just a minute. But I wanna spend the bulk of the time presenting what we've called the comparative analysis, which is where we have looked at how the Las Vegas Valley has –, frankly, compares to other western cities on – regional planning issues.

First of all, I believe that you all are aware that the State Legislature has established the Regional Planning Coalition, the Southern Nevada Regional Planning Coalition. Which is, in some ways, continuing the work that was started by the former SNSPSA. And you are probably also aware that each of the jurisdictions within Clark County is – represented on that Coalition. The City of Las Vegas is very well represented. Mayor Goodman actually serves as Vice Chair to the Regional Coalition. Councilman Brown serves on – the Coalition. City Manager Valentine is active in the Technical Committee. Your Planning Director and other members, Frank Fiore, for example, of the Planning Department, have been very active in that process. So there are a lot of people here today who can – comment on some of these activities as well.

**CITY COUNCIL MINUTES
MEETING OF
AUGUST 2, 2000**

Page 2

**VERBATIM TRANSCRIPT: ITEM 85 – REPORT BY CLARION ASSOCIATES, CONSULTANTS TO THE
SOUTHERN NEVADA REGIONAL PLANNING COALITION (SNRPC), ON THE STATUS OF THE REGIONAL
POLICY PLAN CURRENTLY UNDER DEVELOPMENT**

We are approximately half way through a planning process. It's a planning process that is involving three primary elements. One of those is a regional plan, and I'm gonna describe here in just a minute how we're being guided in that regional plan. We also, as part of this process, are required to develop what the Legislature calls a conformity process. And what that simply means is that once we prepare the regional plan for Clark County, we have to come up with a way of determining a process for you all to be able to determine whether or not the local jurisdictions, the City of Las Vegas in this case, conforms to that regional plan. Now the Legislature is also very vague, I guess, is the right term, flexible, let's use that term, in allowing you develop that conformity process.

I hope you all will mark on your calendars October 11th because that's gonna be a very important event. We're holding what we're calling the conformity seminar, and I'll describe a little bit more about that here before we're finished.

The other element that we have to deal with in this planning process is what the Legislation calls projects of regional significance, and that what happens with major projects that have a regional impact and/or what happens with large projects that occur on the boundaries between different jurisdictions. So we're going to be dealing with those issues.

I'll tell you just a minute of, a little bit about where we are on the schedule. But what I'd like to do first of all is describe to you the guiding principles. The guiding principles were something that we developed fairly on in the planning process. After we'd come in and gotten our feet wet, talked to a whole lot of people, met with various groups, got a sense of what some of the attitudes are, and so forth, we thought that it was important that we kind of set the foundation for this planning process. When you talk about a regional plan that could go in any number of different directions. We wanted to try to see if we could get consensus with the Regional Planning Coalition on what direction this particular plan would take. And I'd like to describe to you briefly the eight guiding principles that are really the compass for this planning process.

First of all, we think it's important to recognize and build on existing regional planning successes. We think it's important for folks to understand, both here in the Valley and at the State Legislature, that there are some pretty remarkable

**CITY COUNCIL MINUTES
MEETING OF
AUGUST 2, 2000**

Page 3

**VERBATIM TRANSCRIPT: ITEM 85 – REPORT BY CLARION ASSOCIATES, CONSULTANTS TO THE
SOUTHERN NEVADA REGIONAL PLANNING COALITION (SNRPC), ON THE STATUS OF THE REGIONAL
POLICY PLAN CURRENTLY UNDER DEVELOPMENT**

things occurring in terms of regional planning right now. In fact, you'll see that you actually stack up pretty well in a lot of ways to what other regions are doing –, your transportation planning, your water planning, your storm water planning. You know, all are things where you've got some – very good regional planning going on and we wanna build on those. We wanna –, frankly, try to identify where there are the gaps and perhaps fill in those gaps. But we're not reinventing the wheel here in the sense that we do think it's important to recognize there are some successes and – start with those.

The second one: accommodate growth while taking advantage of the benefits of growth and mitigating the negative impacts of growth. This is an important issue because, frankly, if you look at a lot of other regions that are growing as rapidly as the Las Vegas Valley is – growing, you hear a lot of sentiment locally that we need to slow down growth. We need to – control it. We need to get our, we need to try to figure out a way to – pull it back a little bit. Frankly, with – one exception, we didn't hear that here. That one exception is Boulder City. And I think you're probably all aware that Boulder City has embraced more of a slow growth approach. When we talk to folks in Las Vegas and Clark County and Henderson and North Las Vegas, we're not hearing that. What we're hearing is growth is healthy. We like good, economically productive growth. We don't wanna slow it down. What we wanna do is to capitalize on the benefits of that growth and mitigate the negative impacts of that growth. And again, that's a very important kind of understanding for us to have as we go through this planning process.

At the same time, there's a very strong desire to continue to respect local autonomy, particularly with regard to site-specific, local land use decisions. Now, here's where the rubber's going to hit the road a little bit, ultimately. You do have legislation that mandates the creation of a regional plan, and it mandates that you include in that regional plan a land use element. As you'll hear from one of our other – principles here that we're trying to do this in such a way that we're not taking autonomy. We're not removing the independence of the local governments to be able to make their own decisions about land use issues. The City of Las Vegas wants to continue to make its own decisions about how its land is used within the City of Las Vegas, as do all the other jurisdictions, and that's a very important component.

**CITY COUNCIL MINUTES
MEETING OF
AUGUST 2, 2000**

Page 4

**VERBATIM TRANSCRIPT: ITEM 85 – REPORT BY CLARION ASSOCIATES, CONSULTANTS TO THE
SOUTHERN NEVADA REGIONAL PLANNING COALITION (SNRPC), ON THE STATUS OF THE REGIONAL
POLICY PLAN CURRENTLY UNDER DEVELOPMENT**

Related to that is the forth principle, which is that the plan should focus on policies and goals, not identify specific areas where growth should occur. When you look at the way planners go about planning, very often what you will find is that the heart of a plan is a future land use map. That is a map that identifies how land is to be used, where growth is to occur, where growth is to be discouraged, and so forth.

This is not going to be a map-based plan. At this point, the product of this process will not be a map, a super land use map of the region that says here's what kind of growth Las Vegas is gonna get, here's what kind of growth the County's gonna get, and Henderson, and so forth. We think that would be a mistake, because we think it runs contrary to this local autonomy issue. Rather what, the way we're approaching this is to develop a plan that's more principle based, guideline based, criteria based. So for example, principles that relate to contiguity of development. And all that means is that wherever possible we wanna develop measures to discourage growth that occurs from kind of hop scotching and jumping out into – new areas. What we'd rather encourage is new development to occur contiguous to existing development and have that be a more – orderly – process. That's just one example, and whether that makes it through the process, we don't know. But those kinds of principles are the kinds of things that we're looking at. So this will not be a map-based plan.

We think, and I think the RPC agrees, that if the State is going to mandate this kind of process and mandate conformity, frankly, it's not asking too much to ask the State, and other related agencies, to agree to conform to the plan as well. So one of the principles is that the actions of the State and regional agencies, and ultimately we're gonna try to enlist the federal agencies in as well, should conform to the regional plan. We think that's – only common sense and that's only fair. That if this is gonna mandated to be created, that the folks that are mandating it should agree that – their agencies are gonna comply with the plan as well.

The plan should focus on a discrete number of key elements. Chris Durxon, who's actually leading our team, went up to Reno a couple of months ago and actually met with the folks who developed and managed that regional planning process. One of the lessons that I think they have learned is that when you have a plan that has hundreds and hundreds of policies and actions, and so forth, that it tends to get down bogged in minutia and detail. We're really

**CITY COUNCIL MINUTES
MEETING OF
AUGUST 2, 2000**

Page 5

**VERBATIM TRANSCRIPT: ITEM 85 – REPORT BY CLARION ASSOCIATES, CONSULTANTS TO THE
SOUTHERN NEVADA REGIONAL PLANNING COALITION (SNRPC), ON THE STATUS OF THE REGIONAL
POLICY PLAN CURRENTLY UNDER DEVELOPMENT**

gonna try to stay focused on some key things here, in working through this process, identifying what are the actions that – can truly be accomplished that are really gonna make a difference and try not to let this get bogged down in – too much of the detail without the hundreds of – policies.

We also wanna utilize the plan and – the RPC as a forum for discussion and problem solving on regional land use issues. What that means is we heard a lot of talk about how we're concerned that the RPC might end up being another level of government, another level of bureaucracy and a place where battles are fought and so forth. And I think to some extent that's what's happened up – in Reno. We're working on the assumption, we're working in the direction that what the RPC needs to be is a facilitating device, a place where problems are solved, where problems are aired, where discussion occurs, where it's more of a facilitating process rather than a top/down kind of process.

Lastly, that the regional plan should serve as a structured advocacy tool to be used in dealing with the Legislature. We think that one of the things that this plan should do quite frankly is just tell a better story about the successes that you've had. Again, we came in as people from outside the community. We read the legislation, you come in and you think my goodness things must be just chaos and disaster. And – we've been very impressed with how well certain elements of regional planning occurs. Again, with some gaps that I'll talk about here, but we think that one of the things this plan could do frankly is just – do a better job of telling the story to the State Legislature, to be an advocacy tool in dealing with the Legislature.

Okay, I could – Mayor, I could stop and answer any questions that the Council might have here, because I'm gonna change directions here a little bit, or I can keep going through the presentation.

MAYOR GOODMAN

Thanks. Any questions of the gentleman at this time? All right, if you'd keep on going. Good.

GREG DALE

Okay. Thank you. Let me talk very briefly about the public participation process, because, obviously, even listening to the parking issue that you discussed here, public involvement is obviously important in any kind of public policy discussion. Our approach in the public education process here is to be – targeted. We're aware of the extensive number of people, the extensive amount of time,

**CITY COUNCIL MINUTES
MEETING OF
AUGUST 2, 2000**

Page 6

**VERBATIM TRANSCRIPT: ITEM 85 – REPORT BY CLARION ASSOCIATES, CONSULTANTS TO THE
SOUTHERN NEVADA REGIONAL PLANNING COALITION (SNRPC), ON THE STATUS OF THE REGIONAL
POLICY PLAN CURRENTLY UNDER DEVELOPMENT**

the surveys, the committees, and so forth that occurred through the SNSPA process. And to the extent that we – consider this regional planning process to be a continuation of that, our public involvement process is – more targeted. We've had a lot of key-person interviews. We're, we've met with many of the elected officials from different jurisdictions, including many of you. We continue to be willing to meet with anyone who wants to have a briefing session with us. We've also formed what we call the Kitchen Cabinet, which is simply an informal group of people representing everything from business to environmental interests in the Valley. We meet with them periodically with no formal agenda, just simple to kick ideas with them. Obviously, the Regional Planning Coalition, the Technical Committee of City Managers, the planning directors, and so forth, are also guiding this – process.

One of the other things that we are doing, or at least allowing you all the opportunity to do, is we've created something called the Speakers Bureau. If you have organizations, clubs, associations, church groups, service organizations who you think might be interested in a program, and if you've ever been program chairperson of one of those organizations, they're always looking for program ideas. We have put together a packet of information that you or the planning directors, or – anyone else who's involved in the process, could use to go out into the community to make presentations and get – people involved and keep them up to date. We've provided handouts, overheads, PowerPoint presentation, speakers' notes, really whatever – we've put together a packet and we're happy to provide you with whatever other information you want. So, if you are interested in that or you know someone who might be interested in that, in this case have 'em – contact the Planning Department. They have that packet and can line up those Speakers Bureau.

Ultimately, we're gonna do what's called the Conformity Seminar, as I mentioned earlier, which I'll describe later. But generally speaking the – public participation process, we're open to anyone who wants to talk to us, but it is a very targeted and directed kind of – approach.

Just briefly in terms of schedule, we're – moving very quickly. We need to have a draft of the plan complete by the end of the year and we're on target to do that. We are about halfway through this process. You see where we are here in the beginning of August on – this schedule.

**CITY COUNCIL MINUTES
MEETING OF
AUGUST 2, 2000**

Page 7

**VERBATIM TRANSCRIPT: ITEM 85 – REPORT BY CLARION ASSOCIATES, CONSULTANTS TO THE
SOUTHERN NEVADA REGIONAL PLANNING COALITION (SNRPC), ON THE STATUS OF THE REGIONAL
POLICY PLAN CURRENTLY UNDER DEVELOPMENT**

We have, if you see Item 3, refine developed plan elements. We've done that. We have created essentially a detailed outline of the plan. As consultants, we've now reviewed that with the planning directors and are in the process of incorporating their comments into a new draft. As the Mayor and Councilman Brown know, we presented at least the first element to the RPC last week and will continue to do that. So we are, I think, on target to have a draft of the plan complete by the end of the year, at which time it will go into the – adoption process.

Okay, let me turn to the third part of the presentation, if I may. And that is to summarize the, again, what we called the comparative analysis. We thought it was important to understand, and we thought it was important for the Regional Planning Coalition to understand how the Las Vegas Valley shapes up in terms of regional planning compared to other major western regions. So you can see that we've looked at Denver, Phoenix, Salt Lake City, San Diego. We've also included Reno for obvious reasons even though from a population standpoint it's not at that same level, but they are in state here, they are doing regional planning, so we did that comparison as well.

What we looked at were some major categories, including what you see listed here: population, population employment rates, growth rates, housing statistics, and so forth. And what we really try to do is to – take the spectrum of the kind of regional planning activities that you normally see and take a look at those. And I'd like to kind of walk you through these if I could very – quickly, or as quickly as I can at least.

First of all, just from a population standpoint, just to give you an idea of where you fit in, Las Vegas is about 1.3 million, maybe a little bit more than that now. You're probably right in the middle of the pack there compared to these other regions. Denver, Phoenix, and San Diego are all larger. You're right about the same size as Salt Lake City. But as you see from this slide, that is obviously changing very rapidly. The – Valley has, throughout the 90s experienced, I think, by far the highest growth rate of any of these communities. And again, I think that as we look at some of the things you've been able to accomplish, it becomes all the more remarkable when you look at the amount of growth that – you've been experiencing. Even Phoenix, which you hear about as being one of the fastest growing regions in the – country, is only at 4%.

**CITY COUNCIL MINUTES
MEETING OF
AUGUST 2, 2000**

Page 8

**VERBATIM TRANSCRIPT: ITEM 85 – REPORT BY CLARION ASSOCIATES, CONSULTANTS TO THE
SOUTHERN NEVADA REGIONAL PLANNING COALITION (SNRPC), ON THE STATUS OF THE REGIONAL
POLICY PLAN CURRENTLY UNDER DEVELOPMENT**

Now, look at the number in parenthesis, the 2.7%, that's the forecasted growth rate to the year 2020. A couple of things are happening there. One of which is that the – folks who do the forecast at UNLV are showing a slightly flat starting, flattening of that growth rate. But that's a little bit misleading because you need to remember that as your population base gets bigger, even if you bring in the same number of people every year, that brings the rate of growth down, the percentage increase down. So that 2% shouldn't be misinterpreted as say, boy, our growth's really gonna slow down. Really just as a proportion of your population. And – similarly your employment forecast continues to be extremely high compared to these other regions, 7%. No one's even close to that – number in terms of employment. So the good news is your economy has continued to – perform well and is forecasted to continue to perform well.

Housing statistics. What we looked at is number of housing units, ratio of population to housing units, which is essentially a form of – average household size. What I think is important on this – chart is the – column on the far right, the density of residential development projects.

The reason why I think that's significant is we frankly were surprised and impressed with the overall density at which this Valley is developing in the sense that one of the things we heard when we came in was a lot of concern about the sprawl that's – perceived to be occurring here. Now sprawl means different things to different people. To me, it often means a low-density, inefficient pattern of development that's unnecessarily spreading out. When you look at the density that you're developing at, that six, which is actually probably more like seven, according to some more recent studies, that six or seven dwelling units per acre on the average. And you look at how that compares to these other communities, like Denver, Phoenix, and Reno, they're more around a three. None of them – are even as high as four.

San Diego is particularly interesting because they have a regional plan that actually says they would very much like to get to a density of five to six dwelling units per acre. But they don't think they can achieve that, so they're targeting something more like four, four and a half dwelling units per acre. So here you have San Diego that's developing at about half the density saying, boy, we'd really like to be developing at that higher density. We can't quite get there. So that – I think is a very important piece of information to understand.

**CITY COUNCIL MINUTES
MEETING OF
AUGUST 2, 2000**

Page 9

**VERBATIM TRANSCRIPT: ITEM 85 – REPORT BY CLARION ASSOCIATES, CONSULTANTS TO THE
SOUTHERN NEVADA REGIONAL PLANNING COALITION (SNRPC), ON THE STATUS OF THE REGIONAL
POLICY PLAN CURRENTLY UNDER DEVELOPMENT**

COUNCILMAN BROWN

Your Honor?

MAYOR GOODMAN

Yes, Councilman Brown.

COUNCILMAN BROWN

On – that point, when you say San Diego would like to get to that point but probably can't; why is that?

GREG DALE

I think it's, well, that's – a good question. I don't know that I know the exact answer to that. My impression is that it's – essentially prevailing market patterns. In other words, the people who are doing the regional planning are saying, look, from a sprawl land utilization, service delivery standpoint, five and six dwelling units is more desirable. What the market is saying out there is that it's more like three to four dwelling units per acre. And the implications of that for San Diego is that they've jumped far out of – the geographic area that's similar to what Las Vegas has, and – that has a lot of implications in terms of service delivery, open space, cost of delivering services, housing prices, which I'll talk about here in – just a moment.

COUNCILMAN BROWN

So, I guess, in – relates, in relationship to a land use zoning designation, when someone comes in to develop City of Las Vegas and they factor in the cost of that land in the, within the City boundaries, obviously they're gonna look for that density unit that makes it work economically, balancing in housing affordability, etc., etc. The 6.0, to emphasize again, that is encouraging in the sense that we are far more contiguous development versus the perception at times that we allow people to jump out far beyond our service area and build where the dirt's cheap and they can get away with that.

GREG DALE

I think it's a little bit of that. I think it's possible to have this density development and still have the kind of hopscotch process occur. I think it's interesting, and maybe – Tim can – elaborate on this. I don't know exactly why that's happened here. I think – it's essentially institutionalized. When you look at your zoning classifications, you know, even – the County's lowest zoning classification is at a density that's more like what these other communities are using. So it's – not – necessarily saying we're developing contiguously. What it is saying is we're using our land more efficiently in the sense that six homes is only gonna take up an acre rather than six homes taking up two acres.

Related to but not necessarily the contiguity issue. You do have some master planned communities, for example, that

**CITY COUNCIL MINUTES
MEETING OF
AUGUST 2, 2000**

Page 10

**VERBATIM TRANSCRIPT: ITEM 85 – REPORT BY CLARION ASSOCIATES, CONSULTANTS TO THE
SOUTHERN NEVADA REGIONAL PLANNING COALITION (SNRPC), ON THE STATUS OF THE REGIONAL
POLICY PLAN CURRENTLY UNDER DEVELOPMENT**

have jumped out, you know, non-contiguous that are still occurring at this kind of density.

COUNCILMAN BROWN

Thank you.

MAYOR GOODMAN

Thank you.

GREG DALE

Housing affordability, very briefly. We looked at the affordability of housing from region to region. The lower the number the more affordable the housing. You're at the low end. Only Phoenix is – lower in terms of more affordability. You're right there with Reno as well. I will say, however, that one of the things we've heard from talking to a number of people is that this dynamic is started to change. We've heard a lot of kind of antidotal evidence and we've seen some statistics to suggest that the land values are really starting to increase substantially, particularly out around the fringes. The days of the thousands of acres of undeveloped land for development coming online are – falling behind us. Now, I'm aware obviously of the – North Las Vegas proposal on the 7500 acres of BLM land, but those opportunities are gonna be fewer and far between. And we are hearing that what's starting to happen is the land values are starting to go up as the Valley is perceived to start to – fill up.

Now, I think it's important to understand that there are two potential implications of that. One of those implications relates to infill. The legislation mandates that we create what – essentially is an infill policy, that is trying to encourage development to occur in and around existing urban areas. One of the things that we've heard is that one of the hurdles to that is land values. It's cheaper to go out on the fringes and build than it is to come into the City and build. From the City's standpoint, I think this is an important trend because I think at some point, as land values on the fringes continue to go up, the infill starts to look more attractive. And I think that the forces, the market forces are going to start to make infill look more and more possible.

The other implication, though, is that what's also going to happen, and what we're starting to see happen already, is that the development, the growth is gonna start jumping out of the Valley. We drove over to Pahrump and talked to those folks. They are hot and ready to go. They think they have the next new hot development area, and they may be right. I mean, you know, they're talking about cheap land and more affordable housing. We've all heard the discussion about the airport to the south and what might happen to the Jean area and so forth.

**CITY COUNCIL MINUTES
MEETING OF
AUGUST 2, 2000**

Page 11

**VERBATIM TRANSCRIPT: ITEM 85 – REPORT BY CLARION ASSOCIATES, CONSULTANTS TO THE
SOUTHERN NEVADA REGIONAL PLANNING COALITION (SNRPC), ON THE STATUS OF THE REGIONAL
POLICY PLAN CURRENTLY UNDER DEVELOPMENT**

So I think as we look at that – the dynamics of what happens as a valley starts to fill up, or at least be perceived by the market to fill up, land values go up. There are – some dynamics that play there that – we're gonna have to keep in mind.

The next issue is very simple. Number of local jurisdictions. I don't know that you all appreciate what you have here. Denver has 41 cities and 6 counties in their region. Phoenix, 24 cities and 1 county. Salt Lake City, look at that, 52 cities and 5 counties. You have 5 cities and 1 county. You think this regional planning process is tough, picture going into Salt Lake City and trying to deal with 52 cities around the table and representatives of 5 counties. You have a manageable number of jurisdictions that make it possible to accomplish some things that I think would not be possible in other – areas.

Similarly, regional planning activities. What are you doing? What are you planning at the regional level? You're doing very well compared to a lot of these other regions. Transportation, water, wastewater, flood control, schools I'll talk about here in just a minute. You know, a lot of the communities aren't doing regional wastewater planning. They're not doing regional flood planning. You are. So, again, you are doing some things right and we wanna – build on those.

The gap is frankly in, I think, in two areas: land use planning, which I think is what the legislation is – pushing, and – frankly coordinating some of these other regional planning agencies. So, for example, we talk about parks and trails planning and we talk about flood control, one of the things we're saying is, hey, why don't we try to take better advantage of those regional flood control devices and use them for more than one purpose and use them as part of a – regional trails network. So, those are the sorts of things we're talking about.

Unintentional segue right into this. Parks and miles of developed trails. This is a tougher issue to get a handle on, just in the sense that everyone keeps statistics for parks differently. You know, do we or don't we include schools, do we or don't we include federal land and state land and so forth. So you see a lot of not availables on here. We do know, though, that the Valley is very low when it comes to parks and recreation facilities and trails as a proportion of the population. You've all heard the statistics. The SNSPA

**CITY COUNCIL MINUTES
MEETING OF
AUGUST 2, 2000**

Page 12

**VERBATIM TRANSCRIPT: ITEM 85 – REPORT BY CLARION ASSOCIATES, CONSULTANTS TO THE
SOUTHERN NEVADA REGIONAL PLANNING COALITION (SNRPC), ON THE STATUS OF THE REGIONAL
POLICY PLAN CURRENTLY UNDER DEVELOPMENT**

targeted 2.5 acres per thousand population as a standard. That frankly is a very low standard from a national standpoint. Most communities look at more like ten acres per thousand. However you – cut this, however you look at the numbers, I don't think there's any question that this Valley is – low. Now, I will say we've heard the idea that we're surrounded by all this open space, you know, federally-owned land, and so forth, but so are a lot of these other communities that you see on here, so.

MAYOR GOODMAN

Councilman Brown?

COUNCILMAN BROWN

Thank you, Your Honor. Craig (sic), on – this statistic, is it possible through your work to take these numbers and either compare it to the population base or compare it to the developable land mass to give some perspective? Assuming, or understanding your original comment that we all consider parks differently or count parks differently, is it possible to do that?

GREG DALE

Ask that question again, I'm not sure I understood what you're –

COUNCILMAN BROWN

Las Vegas has 1848 versus Denver is 140,000, what is that in relationship to population what is that relationship to land mass developed or –

GREG DALE

Right. Yes. I think – the answer to your question is yes. If not using pure numbers, certainly we can show you more about what standards those communities are using. But, again, I – do know from having done some parks and recreation planning that the round number that everyone tends to come back to is at ten per thousand. Now, again, that – varies somewhat.

I, there are two other comments, though, that I should make. One of those is that – we are aware that both the City and the County are engaging in parks and recreation planning. So, again, 8unot just this idea of building on regional planning successes is important, but also is the idea that recognize that individual jurisdictions are really starting to do some things that – collectively begin to add up to a – regional plan.

And I forget what the other comment was so I'll go on. Transportation and mass transit. We looked at vehicle miles traveled, which is kind of a standard unit of measurement that most regions use. That's simply theoretically the number of miles that are driven in a day in the region. So

**CITY COUNCIL MINUTES
MEETING OF
AUGUST 2, 2000**

Page 13

**VERBATIM TRANSCRIPT: ITEM 85 – REPORT BY CLARION ASSOCIATES, CONSULTANTS TO THE
SOUTHERN NEVADA REGIONAL PLANNING COALITION (SNRPC), ON THE STATUS OF THE REGIONAL
POLICY PLAN CURRENTLY UNDER DEVELOPMENT**

35.8 million miles per day are driven in this region. When we compare that to population, you see the 27.1. That's theoretically the amount of miles per person that are traveled per day. The bad news here is that this Valley, this region has the highest vehicle miles traveled as a – proportion to total population. You have more people in cars for more miles than these other regions do, as a – function of population. On the other hand, your mass transit is a – much more positive picture. The annual ridership as a function of population is higher in this region than – any of the other regions. Two caveats there, we know that about 25% of that here in this region are visitors. Frankly, even if you removed the visitors, you still perform very well. Salt Lake City's is a little misleading because they do now have a light rail line. Those statistics aren't – available yet. We do understand that their light rail facility already exceeds the projections for the next ten years, so that's apparently become a very successful element.

COUNCILMAN McDONALD

When will we have the, I don't mean to interrupt. When will we have the projections on that, would you imagine?

GREG DALE

I'm sorry, say that again.

COUNCILMAN McDONALD

When will we have the projections on the light rail?

GREG DALE

For Salt Lake City? I don't know. We can check on that.

COUNCILMAN McDONALD

Also, could you check to see what the mileage is on it, as far as how – many miles it's spread out?

GREG DALE

Sure.

COUNCILMAN McDONALD

And how many tram stations they have?

GREG DALE

We'd be happy to do that.

COUNCILMAN McDONALD

Be interested, since we're all looking and that's been the – goal of, is to have mass transit with the ridership, maybe even down Las Vegas Boulevard but also expanding in the Northwest. That was part of the conversation in '96. So, it might be something to take a – look at too.

GREG DALE

Absolutely. We'd be happy to do that.

Infrastructure backlog, I think, is another piece of good news. What we looked at is essentially the – backlog of infrastructure improvements from a funding standpoint. That \$2 billion for this Valley, what that represents is the total

**CITY COUNCIL MINUTES
MEETING OF
AUGUST 2, 2000**

Page 14

**VERBATIM TRANSCRIPT: ITEM 85 – REPORT BY CLARION ASSOCIATES, CONSULTANTS TO THE
SOUTHERN NEVADA REGIONAL PLANNING COALITION (SNRPC), ON THE STATUS OF THE REGIONAL
POLICY PLAN CURRENTLY UNDER DEVELOPMENT**

amount of infrastructure costs that are forecasted to be needed in the next 20 years, and this comes out of the SNSPA data, and then compared to the anticipated funding that's forecasted to be in place. So it's not like, it's not that you have \$2 billion of infrastructure needs; you have much more than that. What you have is a forecasted gap of about \$2 billion. The other regions, it was very hard to get these numbers. We couldn't get them for all infrastructure, but it is interesting to note that Denver and San Diego are at about 10 and \$11 billion respectively just for transportation. Yours is all your infrastructure, so just as a point of comparison, I think from a funding standpoint, you're doing very well in terms of putting the funding into place for that infrastructure. You're not all the way there yet, but you're in a much better shape than some of these other – regions.

School infrastructure. Just two points to mention there. I did mention that the number of jurisdictions that you're dealing with here is a positive. I think you see a similar instance here in the number of school districts. You have one. I realize there's some discussion about that, but right now you have one. Phoenix has 57 school districts by comparison. San Diego has 43 school districts. So, when you look at doing regional planning and trying to tie together all these pieces, you are blessed in the sense that you have a – manageable number of people who are involved in this effort.

On the other hand, there does seem to be some room for improvements in the school site acquisition process. Both from the standpoint of coordination between the schools and the local jurisdictions and in terms of the financing of those. You know, a lot of jurisdictions require school sites to be set aside as part of developments. I think you do this here in the Valley generally only in the master planned communities, and – then I think it's only for elementary or elementary and junior high. You're simply not doing as much in terms of school coordination and school site acquisition as other – communities are.

Let me turn to environmental issues. Air quality. You probably know this – picture better than I do. What you see here first of all is charts showing days exceeding eight-hour carbon monoxide levels. The Valley is in – yellow, and obviously, compared to most of the regions from 1995 on, your performance is not quite as good, with the exception of Phoenix, which is in the purple. Now, I know that there are a lot of efforts underway. There's a lot going on in terms of air quality issues and that that's a – moving target.

**CITY COUNCIL MINUTES
MEETING OF
AUGUST 2, 2000**

Page 15

**VERBATIM TRANSCRIPT: ITEM 85 – REPORT BY CLARION ASSOCIATES, CONSULTANTS TO THE
SOUTHERN NEVADA REGIONAL PLANNING COALITION (SNRPC), ON THE STATUS OF THE REGIONAL
POLICY PLAN CURRENTLY UNDER DEVELOPMENT**

Similarly, the 24-hour PMT levels. Again, with the exception of Phoenix, which had a very bad year in 1997, Las Vegas, the Valley is – not doing as well as the other communities are generally speaking.

Probably the most discouraging piece of that puzzle is the watershed quality. We looked at EPA watershed quality rating figures. Unfortunately, on this chart, the lower the number the worse the water quality. Now, I wanna be careful to point out to the Council and those people who might be listening at home that we're not talking about drinkable water. We're not talking about the quality of the water that comes out of the faucet; we're talking about the quality of the water in the watershed itself.

The national average, just to give you more perspective, is about 32. The Valley rates two hundred and forty-ninth out of three hundred regions that were subject to these – measurements.

MAYOR GOODMAN

Well, what is the affect of that, though, since we're not drinking it? How does that affect the community?

GREG DALE

Well, I think, you probably need to talk to some of the scientists about that. I think ultimately it has to, it will have to do with potential drinking water issues because all your water is coming back through the – Las Vegas Wash, and is –, in the long run, I think, has the potential to affect the drinking water. But from a – public health standpoint, I'm probably the wrong person to – answer that. Okay?

MAYOR GOODMAN

I think our Manager is –

CITY MANAGER VALENTINE

You look like you're wanting, you want us to maybe venture a guess at that. Since Las Vegas has dramatically less rainfall than any of these other regions, one possible reason that this might be so low is that we get a lot less dilution of what does run off.

MAYOR GOODMAN

How does that fit into Sparkletts?

CITY MANAGER VALENTINE

You're still safe with Sparkletts.

MAYOR GOODMAN

Okay. Go ahead.

COUNCILMAN McDONALD

Just don't brush your teeth.

**CITY COUNCIL MINUTES
MEETING OF
AUGUST 2, 2000**

Page 16

**VERBATIM TRANSCRIPT: ITEM 85 – REPORT BY CLARION ASSOCIATES, CONSULTANTS TO THE
SOUTHERN NEVADA REGIONAL PLANNING COALITION (SNRPC), ON THE STATUS OF THE REGIONAL
POLICY PLAN CURRENTLY UNDER DEVELOPMENT**

GREG DALE

Okay. Let's, just in – conclusion I wanna present, first of all, what we call our cheers, and you have to be quiet so you can hear this. Hear the – applause? Okay.

There are clearly some very positive things that come out of this comparative analysis. The small number of local governments; the significant regional planning that's already occurring; the high-density of housing, in other words the efficient use of the land at the current time; housing affordability, although that is obviously a – dynamic that can continue to change; high-transit ridership; employment growth, which obviously creates the engine to pay for many of these services; and the low level of infrastructure backlog obviously are things that I think the region can look at very positively.

On the, a snore was as close as we could get to boos. On the other side, the jeers, the things that really, I think, need to be improved and obviously, then, are suggestive of – some of the things that need to be focused on in this regional planning effort. Acres of parks and miles of trails; high vehicle miles traveled; lack of coordinated regional land use planning and the coordination between the different – components of the planning; school site acquisition, and air and watershed quality are all things where you frankly don't stack up quite as well.

So again, we start with the premise that you're doing a lot of things right and we need to build on those successes. We need to kind of narrow down and focus on the things that you need to be doing better.

Just in conclusion, I'll repeat that if any of you are interested in – any further briefings, we're happy to do that. I would ask you again to try to make a note of the conformity seminar on October 11th. What we're going to be doing there is two things. It's a – day-long session, which I realize is a lot to be asking of you, but the issue of how this plan ultimately gets administered, where Las Vegas, where the City of Las Vegas fits into this regional process and what you're ultimately gonna have to be doing to demonstrate conformity. That's where we're gonna try to at least create the – framework for that. What we're gonna do is we've got folks coming in from throughout the country in other areas that have gone through this kind of conformity process, and they're gonna share case studies with you, models of – different conformity processes. And there are top/down authoritative kind of conformity processes and there are

**CITY COUNCIL MINUTES
MEETING OF
AUGUST 2, 2000**

Page 17

**VERBATIM TRANSCRIPT: ITEM 85 – REPORT BY CLARION ASSOCIATES, CONSULTANTS TO THE
SOUTHERN NEVADA REGIONAL PLANNING COALITION (SNRPC), ON THE STATUS OF THE REGIONAL
POLICY PLAN CURRENTLY UNDER DEVELOPMENT**

bottom/up kind of self-certification conformity process approaches, and we're gonna – try to share those with – all of the elected officials from the Valley, and then we're gonna break you up into working groups and try to have you do some work. To – at least put together the framework. What we're looking for ultimately is guidance that allows us to go away to put together the conformity process and bring it back to the Regional Planning Coalition. So that's a very important date, and I hope that as many of you can be there as is possible.

MAYOR GOODMAN

Craig (sic), I'm gonna ask you a favor.

GREG DALE

Yes, Sir.

MAYOR GOODMAN

I'd like you to call each of the Councilmen and ask them whether or not they would like to meet with you.

GREG DALE

Okay.

MAYOR GOODMAN

Because we have a very, from my perspective in being a representative on the Southern Nevada Regional Planning Coalition, our – City's a little different than the other entities, to be quite frankly with you. Each one of these Councilmen represents an area that is very diverse from the other Councilmen's area. And really the future of our autonomy, as a City, is gonna be dependent in large part upon the report and the way the Legislature is going to receive that report. So, I want them all to be able to have input and consideration by yourself in reaching whatever recommendations that you have. As I say, we're – unique from the other entities. So I'd like you to give them each a buzz and see whether or not they'll sit down and speak with you and share their ideas concerning their respective wards with you.

GREG DALE

We – are happy to do that. I will say that, as I indicated earlier, the City is –, has been very well represented in the process. And I think you're gonna see that some things that are important to the City, like the importance, the regional importance of downtown, like the importance of infill development, are – going to be very strong elements in this plan. We are happy to – sit down with any of you and we will – contact everybody.

MAYOR GOODMAN

Okay.

COUNCILMAN McDONALD

Craig (sic), one thing on the – When you made the notation about the light rail, could you also include in that study what

**CITY COUNCIL MINUTES
MEETING OF
AUGUST 2, 2000**

Page 18

**VERBATIM TRANSCRIPT: ITEM 85 – REPORT BY CLARION ASSOCIATES, CONSULTANTS TO THE
SOUTHERN NEVADA REGIONAL PLANNING COALITION (SNRPC), ON THE STATUS OF THE REGIONAL
POLICY PLAN CURRENTLY UNDER DEVELOPMENT**

federal dollars, state dollars, and local dollars were put in that, and also private sector, if any, if – and how they financed it. And important conversations earlier, when we looked at the infrastructure backlog, comparing to Denver and San Diego, we – issued 2 billion, where Denver issued 10 and San Diego 11. Some of that money came from state funding, didn't it? With a state tax or a state – kind of driven. It's a tax that was levied; isn't that along –

I mean, we're doing, what I'm trying to – measure up is we're doing pretty good for giving \$2 billion from – Nevada's perspective, I mean, Las Vegas.

GREG DALE

Yeah, my understanding, and Tim – can answer that more specifically. My understanding is that to a large extent the infrastructure that's been developed here has been locally funded, particularly when you compare it to other – communities. Tim?

TIM CHOW, DIRECTOR, PLANNING
& DEVELOPMENT

I think except for transportation and wastewater, right, which is a lot of federal dollars in that.

COUNCILMAN McDONALD

And then – calculating with the – PM-10, we looked at the national resources for air quality? Would you contribute, would you attribute that pretty much our mass construction, our growth? That, I mean, it's pretty obvious to cause and effect because more cars, more growth; more growth, more cars. But in looking at it relatively, since Phoenix was way out of the ordinary in '97, –

GREG DALE

Right.

COUNCILMAN McDONALD

– attributing that to – what they would consider their downfall, would ours probably be construction or, in conversations in the past?

TIM CHOW, DIRECTOR, PLANNING
& DEVELOPMENT

Well, I – think, Councilman, part of it is the separation between the workplace and residence, and I think that's what we're trying to address in the 2020 Master Plan.

COUNCILMAN McDONALD

With the – development going out toward the Northwest and almost work and live in your community.

TIM CHOW, DIRECTOR, PLANNING
& DEVELOPMENT

Yes. Exactly.

GREG DALE

And I should, just as I – finish here, mention that we have – reviewed carefully the – 2020 Master Plan draft that's been prepared, and frankly I think a lot of the things that you see

**CITY COUNCIL MINUTES
MEETING OF
AUGUST 2, 2000**

Page 19

**VERBATIM TRANSCRIPT: ITEM 85 – REPORT BY CLARION ASSOCIATES, CONSULTANTS TO THE
SOUTHERN NEVADA REGIONAL PLANNING COALITION (SNRPC), ON THE STATUS OF THE REGIONAL
POLICY PLAN CURRENTLY UNDER DEVELOPMENT**

in that plan are very similar to what you're gonna see in the regional plan.

And again, I – go back to the theme that we wanna build on things that are already happening here. A lot of the mixed use development, Town Center, infill development, that a lot of the things that the Planning Department's been doing in that comprehensive plan are very compatible with what I think the State is pushing towards and what we're hearing here in part of the regional plan. So I think these are gonna fit together pretty well.

COUNCILMAN McDONALD

I'd also like to commend both you. I think that this was well received also from the people sitting in the audience as well as at home, because when I was in the back with our young leaders of tomorrow, you were able to – educate with the chart as well as the information (inaudible) so it was very well read. And, as the Mayor said, this is a good form for any time we go out speaking.

MAYOR GOODMAN

All right. Thank you. Any other questions? Councilman Mack?

COUNCILMAN MACK

Thank you, Mayor Goodman. I wanna commend Mayor Goodman and Councilman Brown. I know you're our members sitting on this Regional Planning Coalition. And, of course, applaud Mr. Richardson (sic) on your fine presentation.

I don't know if it's been taken into consideration, I'm sure it has, the homeless issue on a regional level. I know that the City of Las Vegas has become the corridor and Councilman Weekly and Councilman Reese share the common areas where we have the homeless corridor. And I know that the City of Las Vegas, I guess, takes on the burden of the homeless, in a sense. And I don't know if it's looked at on a regional sense, and I know that Father Dave has shown up at our City Council meetings and I'm sure he's shown up at your meetings. And I – don't know if a hard look has been taken at the homeless issue with all the growth and all the prosperity to the Valley. I know the City takes on a big burden.

Recently I was briefed by our staff on the M.A.S.H. Shelter, and I think that they might be forced to lose some of their services. And we'd hate to see 'em lose services, but the City's been contributing for the last five years to them and it was kind of an incubation period to get 'em on their feet. So, I don't know if it's been addressed, if it's looked at, but I

**CITY COUNCIL MINUTES
MEETING OF
AUGUST 2, 2000**

Page 20

**VERBATIM TRANSCRIPT: ITEM 85 – REPORT BY CLARION ASSOCIATES, CONSULTANTS TO THE
SOUTHERN NEVADA REGIONAL PLANNING COALITION (SNRPC), ON THE STATUS OF THE REGIONAL
POLICY PLAN CURRENTLY UNDER DEVELOPMENT**

know it's a regional problem, and not just a local City of Las Vegas issue.

GREG DALE

Well, I think, let me try to respond to that, and I may not give you a response that you wanna hear in the sense that, first of all, we're – charged with developing the regional plan with the elements that are mandated by the State. And the homeless issue is not one of the elements that's – identified. That doesn't mean that it can't be addressed in the plan. But honestly, at this point, it really hasn't – been addressed, except to the extent that we realize that it's one of the issues that are part of, I think, the larger regional picture in terms of the mix of land uses and the housing affordability issue, and – so forth.

But so far, Tim, as a – discreet element, it has not been addressed. I will say that, is it Father Dave that you mentioned has been to our meetings –

MAYOR GOODMAN

It's – Brother Dave.

COUNCILMAN McDONALD

Brother Dave.

GREG DALE

Brother Dave. Okay. He has been to the meetings, Chris Durxon has committed to going on a tour of – the community to look at some of the homeless issues. But that's – where we are right now. Tim, did you wanna add anything to that?

TIM CHOW, DIRECTOR, PLANNING
& DEVELOPMENT

Well, I think, Councilman, certainly we can try to incorporate that concern. It seems like a timely opportunity.

COUNCILMAN MACK

Thank you.

MAYOR GOODMAN

Any other comments or questions? Yes, Councilman Weekly?

COUNCILMAN WEEKLY

(inaudible)

MAYOR GOODMAN

No? Okay. Thank you very much for the report. We appreciate it, and the Council will be looking forward to hearing from you.

GREG DALE

Great. Thank you, Mayor.

MAYOR GOODMAN

Thank you. Thank you, Mr. Chow.

(END OF DISCUSSION)

/gbp

City of Las Vegas

Agenda Item No.: 86

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: AUGUST 2, 2000****DEPARTMENT: PUBLIC WORKS****DIRECTOR: RICHARD D. GOECKE**☐**CONSENT**☒**DISCUSSION****SUBJECT:**

Discussion and possible action regarding Sewer Connection and Interlocal Contract with Clark County Sanitation District - Stantec Consulting, Inc. on behalf of Clark County, Owner, (Southwest corner of Lone Mountain Road and Durango Drive-Mountain Crest Park) - (County)

Fiscal Impact☒**No Impact****Amount:**☐**Budget Funds Available****Dept./Division: PW/Engineering Planning**☐**Augmentation Required****Funding Source:****PURPOSE/BACKGROUND:**

Applicant proposes to connect one-parcel approximately 46.12 acres to the City sewer from property located in Clark County, to the existing 8" line in Red Coach Avenue. The Planning Department has determined the proposed use of this parcel, Mountain Crest Park, does not conform to the City's General Plan for the area; there is sufficient capacity in the City Sanitary Sewer. The applicant has signed a "Sewer Connection Agreement" and a "Petition for Annexation". It is understood that the City will provide sewer service only and that no commitment for water is included with approval.

RECOMMENDATION:

Approval, subject to conformance with all City Codes and Department standards and off-site improvements being installed per City standards

BACKUP DOCUMENTATION:

Agenda Memo

MOTION:

M. McDONALD – APPROVED as recommended – UNANIMOUS with L.B. McDONALD excused

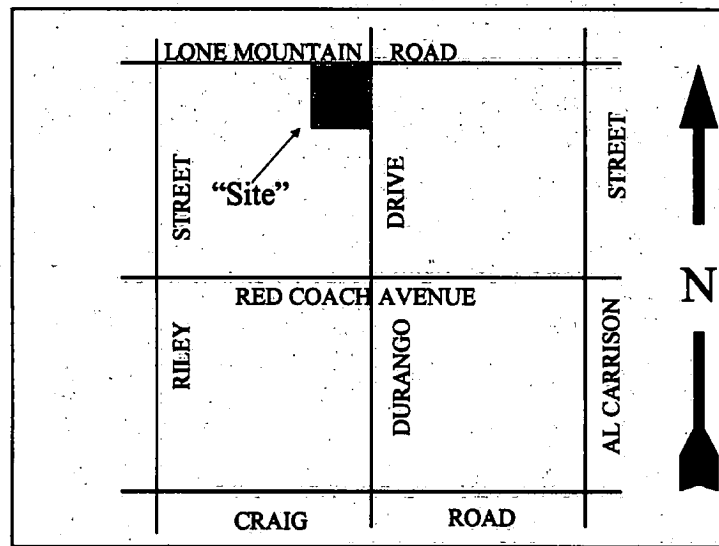
MINUTES:

CHARLIE KAJKOWSKI, City Engineer, stated that this item is in order and recommended approval.

There was no further discussion.

(11:03 – 11:04)

2-1004

*City of Las Vegas***AGENDA MEMO****CITY COUNCIL MEETING DATE: AUGUST 2, 2000****DEPARTMENT: PUBLIC WORKS****ITEM DESCRIPTION: SEWER CONNECTION AND APPROVAL OF INTERLOCAL CONTRACT WITH CLARK COUNTY SANITATION DISTRICT – STANTEC CONSULTING, INC. ON BEHALF OF CLARK COUNTY, OWNER {SOUTHWEST CORNER OF LONE MOUNTAIN ROAD AND DURANGO DRIVE-MOUNTAIN CREST PARK}****VICINITY MAP**

INTERLOCAL CONTRACT

THIS CONTRACT is entered into as of the 20th day of APRIL, 2000, by and between the CLARK COUNTY SANITATION DISTRICT ("DISTRICT") and the CITY OF LAS VEGAS ("CITY"), both political subdivisions of the State of Nevada, located within Clark County, Nevada.

WITNESSETH:

WHEREAS, NRS 277.180 provides that one or more public agencies may enter into contracts for the performance of sewer service activity or undertaking which the agency is authorized by law to perform; and

WHEREAS, the CITY provides sewage treatment at its own facilities; and

WHEREAS, DISTRICT sewer lines are not accessible to provide service to the area as shown in Exhibit "A," owned by BUREAU OF LAND MANAGEMENT (approximately 46.1 acres – vacant land; Parcel No. 138-05-501-003) which is within the boundaries of the DISTRICT and beyond the corporate limits of the CITY but which is more accessible to sewer service by the CITY; and

WHEREAS, DISTRICT and CITY are willing to enter into a CONTRACT whereby CITY will provide sewer service to that area as shown on the attached Exhibit "A."

NOW THEREFORE, in consideration of the mutual covenants and conditions hereinafter set forth, the parties agree as follows:

1. CITY, at its established rates and in accordance with all CITY resolutions and policies, shall allow connection to CITY sewage collection system by, and will provide sewer service to, that area as shown on attached Exhibit "A" which is located within Clark County.

2. Upon adoption of this CONTRACT, DISTRICT will require all customers/applicants who are located within the boundaries of Exhibit "A" to pay sewer service and System Development Approval (SDA) charges directly to the CITY. CITY will issue a receipt of payment to each customer/applicant; each customer/applicant shall submit this paid receipt and copy of approved application to the DISTRICT and obtain a DISTRICT SDA for issuance of a Clark County building permit(s).

3. This agreement shall be for a term of fifty (50) years or when DISTRICT sewer service becomes available, whichever should first occur. "Available" is defined to mean a sewer service line within 400 feet of the Customer's location with capacity to handle the Customer's discharge.

4. No joint venture is contemplated or established hereby, and neither of the parties shall be deemed to be the agent of the other for any purpose by virtue of this CONTRACT.

5. This CONTRACT shall not be deemed to be for the benefit of any entity or person who is not a party hereto, and neither this CONTRACT, nor any interest therein, may be assigned without the prior written consent of the nonassigning party.

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6. Each party warrants to the other that they have the authority and capacity to perform the provisions hereof.

WITNESS OUR HANDS the day and year first above written.

CLARK COUNTY SANITATION DISTRICT

By Fred F. Turnier
FRED F. TURNIER, DIRECTOR

CITY OF LAS VEGAS

By Oscar B. Goodman
OSCAR B. GOODMAN, Mayor

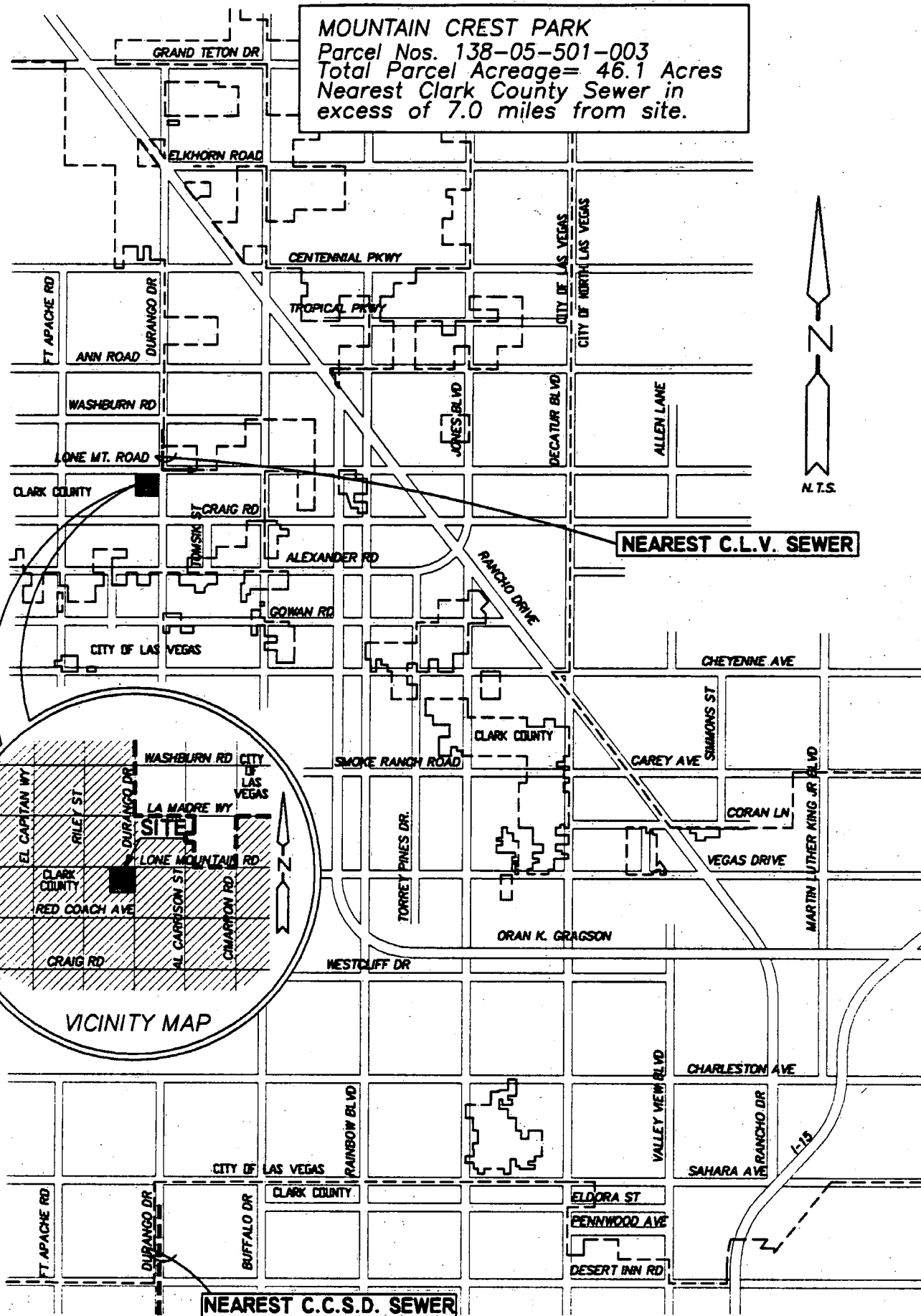
ATTEST:

By Barbara Jo Ronemus
BARBARA JO RONEUMUS, City Clerk

APPROVED AS TO LEGALITY ONLY:

By Robert S. Glavin 8-29-00
Deputy City Attorney

MOUNTAIN CREST PARK
 Parcel Nos. 138-05-501-003
 Total Parcel Acreage= 46.1 Acres
 Nearest Clark County Sewer in
 excess of 7.0 miles from site.



ILA#14IEXHIBIT "A"

City of Las Vegas

Agenda Item No.: 87

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: AUGUST 2, 2000****DEPARTMENT: PUBLIC WORKS****DIRECTOR: RICHARD D. GOECKE**☐**CONSENT**☒**DISCUSSION****SUBJECT:**

Discussion and possible action of a engineering design services agreement with Post, Buckley, Schuh, and Jernigan, Inc. regarding an Impact Fee Feasibility Study for assessing and collecting development impact fees (\$213,920 General Fund) - Impacts all Wards

Fiscal Impact☐**No Impact****Amount: \$ 213,920**☒**Budget Funds Available****Dept./Division: Public Works**☐**Augmentation Required****Funding Source: General Fund****PURPOSE/BACKGROUND:**

In accordance with the provisions of NRS 278B, The City of Las Vegas will evaluate the system of collecting development impact fees to generate revenue to fund capital improvement or facility expansion projects. This study will research and compare the current system of assessing and collecting impact fees (through the exaction process) to a system that uses a different process for fee calculation and collection. This study will involve the review of other municipalities that currently use a similar system for imposing impact fees.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Agreement

MOTION:

M. McDONALD – Motion to bring forward and **STRIKE** Item Nos. 79 and 87 and hold in **ABEYANCE** Item No. 84 to 8/16/2000 – **UNANIMOUS** with **L.B. McDONALD** excused

MINUTES:

There was no discussion.

(9:31 – 9:32)

1-899

**ENGINEERING DESIGN SERVICES AGREEMENT
FOR CITY OF LAS VEGAS IMPACT FEE FEASIBILITY STUDY**

THIS AGREEMENT is made and entered into this _____ day of _____, _____, by and between the CITY OF LAS VEGAS, a municipal corporation within the State of Nevada (herein the "City"), Post, Buckley, Schuh, and Jernigan, Inc. a Nevada corporation (herein the "Consultant").

WITNESSETH:

WHEREAS, the City intends to prepare the City of Las Vegas Impact Fee Feasibility Study (herein the "Project"); and

WHEREAS, the City desires to retain a qualified engineer who will be responsible for providing the engineering planning services hereinafter set forth below; and

WHEREAS, the Consultant is properly licensed and qualified in accordance with the Nevada Revised Statutes as an engineer and has the personnel and facilities necessary to perform the services hereinafter set forth within the time required under this Agreement.

NOW, THEREFORE, in consideration of the above premises, the parties hereto agree to the following terms, conditions and covenants set forth in Sections One through Ten hereof:

**SECTION ONE
CONSULTANT RESPONSIBILITIES**

1.01 **Description of Consultant's Services.** The Consultant hereby agrees to provide the basic services set forth in Exhibit "A" attached hereto.

1.02 **Performance Standards.** In performing the services set forth in this Agreement, the Consultant shall follow practices consistent with generally accepted professional engineering standards.

1.03 **Document Review.** The Consultant shall be responsible for reviewing each document prepared by the Consultant and its subconsultants including, without limitation, the plans, reports and calculations for the purpose of ensuring that such documents are technically sound, in conformance with applicable federal, state and local statutes, codes, ordinances and other regulations, and do not violate or infringe upon any patent rights.

1.04 **Waiver.** The City's approval of any documents or services furnished by the Consultant shall not in any way relieve the Consultant of responsibility for the

professional and technical accuracy of its documents or services. The City's review, approval, acceptance or payment for any of the Consultant's services shall not be construed to operate as a waiver of any rights enjoyed by the City under this Agreement or of any cause of action arising out of the performance of this Agreement. The Consultant shall remain liable in accordance with the terms of this Agreement and applicable law for the damages to the City caused by the Consultant's negligent act or omission committed in the performance of this Agreement.

1.05 ***Designation of Consultant's Representative.*** The Consultant's Representative is hereby designated as Wayne Horlacher, who shall be responsible for the services required under this Agreement. All of the services specified by this Agreement shall be performed by the Consultant's Representative, or by the associates and employees identified in the Consultant's proposal provided that such associates and employees perform under the personal supervision of the Consultant's Representative. All employees identified in the Consultant's cost proposal shall be subject to approval by the City's Representative. Should the Consultant's Representative, or any associate or employee, be unable to complete his or her responsibility for any reason, the Consultant will replace the employee with a qualified person approved by the City. If the Consultant fails to make a required replacement within thirty (30) days, the City may terminate this Agreement for default as provided in Section 10.03 of this Agreement.

1.06 ***Correspondence Review.*** The Consultant shall furnish the City's Representative copies of each correspondence, if any, sent to the Contractor and to any regulatory agencies for approval and review prior to the mailing such correspondence.

1.07 ***Cooperation with the City.*** The Consultant agrees that its officers, associates, employees and subconsultants will cooperate with the City in providing the services under this Agreement and will be, with advance notice, available for consultation with the City at such reasonable times as to not conflict with the City's other responsibilities.

SECTION TWO CITY RESPONSIBILITIES

2.01 ***Designation of City Representative.*** The Director of Public Works or his authorized representative is hereby designated as the City's Representative with respect to this Agreement. The City's Representative shall have complete authority to transmit instructions, receive information, interpret and define the City's policies and decisions with respect to the services of the Consultant.

2.02 ***Review of Consultant's Services and Documents.*** The services to be performed by the Consultant shall be subject to periodic review by the City's Representative. To prevent an unreasonable delay in the Project, the City's Representative will endeavor to examine and comment in writing on the documents including, without limitation, the plans, drawings and specifications furnished by the Consultant within twenty-one (21) days of receipt of such documents.

2.03 **Access to Records.** The City shall, without charge, furnish a copy to, or make available for examination or use by, the Consultant, as it may request, any documents and data which the City has available including, without limitation, reports, maps, plans, specifications, surveys, records, ordinances, codes, regulations, other documents related to the services required under this Agreement. The City shall assist the Consultant in obtaining data and documents from public agencies and from private citizens and business firms whenever the City determines that such material is necessary for the completion of the services required by this Agreement.

2.04 **Cooperation with Consultant.** The City agrees that its officers and employees will cooperate with the Consultant in the performance of this Agreement and will be, with advance notice, available for consultation with the Consultant at such reasonable times as to not conflict with the Consultant's other responsibilities.

SECTION THREE CHANGES TO CONSULTANT'S SERVICES

3.01 **Requested Changes.** The Director of Public Works or his authorized representative may at any time, by written order, make changes in the services to be performed by the Consultant under this Agreement.

3.02 **Adjustment of Compensation.** If the changes requested by the City cause an increase in the cost or time required for the Consultant to perform any of the services required hereunder, an equitable adjustment shall be made in the compensation to be paid to the Consultant under Section Seven, or in the time of performance under Section Eight, or both, and this Agreement shall be modified in writing accordingly. Any claim for adjustment under this Section must be asserted in writing within thirty (30) days from the date of receipt by the Consultant of written notification of the changes to the services to be provided by the Consultant unless the City grants in writing a further period of time. If final payment is made to the Consultant, the Consultant waives any right to seek any equitable adjustment in compensation with respect to that change.

SECTION FOUR ADDITIONAL SERVICES OF CONSULTANT

4.01 **Additional Services.** The Consultant shall provide the additional services described in Exhibit "B" attached hereto if, and only if, so requested in writing by the City. Payment for the additional services will be made to the Consultant in accordance with Sections 7.04, 7.05 and 7.07 of this Agreement.

4.02 **Attendance at Meetings or Public Hearings.** The Consultant shall notify the City in advance of any additional costs which may be incurred prior to attending any meetings or public hearings as may be necessary to clarify the interpretation of the services performed by the Consultant under this Agreement.

SECTION FIVE SUBCONSULTANT AGREEMENT

5.01 ***Subconsultant Provisions.*** In the event that the Consultant enters into an agreement with a subconsultant for the performance of any of its obligations hereunder, the following provisions shall be included in each subconsultant agreement:

A. The Consultant agrees to pay the subconsultant when paid by the City for that portion of the services provided to the City and that no liability arises on the part of the Consultant to the subconsultant for payment of the subconsultant services until payment has been made by the City. If the City has paid the Consultant for said subconsultant services, the subconsultant's only recourse is against the Consultant and not against the City, either through the institution of legal or equitable action or the attachment of any lien.

B. The subconsultant shall have no more rights against the City than that of the Consultant.

C. The subconsultant agrees to be bound by all the terms, conditions and obligation of this Agreement unless the City has approved any deviation, change or modification in writing.

D. Unless otherwise approved by the City's Representative, the subconsultant will obtain and maintain professional liability insurance (Errors and Omissions coverage) in connection with the subconsultant services in an amount equal to that required of the Consultant as provided in Subsection C of Section 10.05 of this Agreement.

SECTION SIX TERM OF AGREEMENT

6.01 ***Term.*** This Agreement shall commence on the day it is approved by the City Council (which shall be inserted in the first paragraph set forth above) and shall remain in force and effect until the Project is completed unless the City serves upon the Consultant a thirty (30) day written Notice of Termination pursuant to Section 10.02. The termination of this Agreement shall not release either party from any of its continuing obligations hereunder.

6.02 ***Disputes.*** This Section shall not be construed to preclude the filing of any dispute arising out of the performance of this Agreement or in connection with the subject matter hereof, nor shall this Section be construed to change the date or the time on which a cause of action arising out of the performance of this Agreement or in connection with the subject matter hereof, would otherwise accrue under the statutes of limitation or doctrines of law.

SECTION SEVEN
COMPENSATION AND TERMS OF PAYMENT

7.01 **General.** At the time of approval of this Agreement by the City Council, the City agrees to set aside \$213,920.00 as the total compensation to be paid to the Consultant for the performance of this Agreement. In no event shall the total payments to the Consultant for the services (basic and additional services) provided under this Agreement exceed the aforementioned amount appropriated by the City.

7.02 **Compensation: Basic Services.** For the services set forth in Exhibit "A," the City shall pay to the Consultant the not to exceed sum of \$163,920.00 which sum represents compensation for the labor, subcontractors and direct (non-labor) costs estimated in Exhibit "D" attached hereto. The amount of the aforementioned costs to be paid to the Consultant shall be based on the amount actually incurred by the Consultant. The fee to be paid to the Consultant is also set forth in Exhibit "D" and is apportioned according to the completion of the deliverables identified in Exhibit "A."

7.03 **Compensation: Additional Services.** For the additional services set forth in Exhibit "B," the City shall pay to the Consultant a lump sum, or an hourly fee based upon the hourly rates set forth in Exhibit "D" attached hereto, whichever is approved in writing by the City's Representative. Such payment shall not exceed \$50,000.00 without the prior written approval of the City.

7.04 **Invoice.** An invoice shall be submitted to the City each month for the services provided during the previous month. An original invoice and one copy shall be provided to the City's Representative in the format of Exhibit "F" attached hereto. Payment shall be due within 30 days after the date of receipt and approval by the City's Representative of the monthly invoice.

7.05 **Right of Set-Off.** The City's Representative may subtract or offset the unpaid invoice from the Consultant any damages, costs and expenses caused by, resulting from, or arising out of the negligent acts or omissions of the Consultant in the performance of the services under this Agreement including, without limitation, errors or deficiencies in the plans, drawings, specifications and other documents prepared by the Consultant. The City's Representative shall provide a written statement to the Consultant of the damages, costs and expenses which have been subtracted from any payment to the Consultant along with appropriate documentation and receipts, if any, and a description of the errors or deficiencies attributed to the Consultant. If the Consultant disputes the right or amount of the deduction made by the City, the Consultant may file a claim pursuant to Section 10.20 of this Agreement.

7.06 **Final Payment.** Within thirty (30) days after the completion of construction and close-out of the Project, the City shall make the final payment for any additional services which might have been provided by the Consultant.

SECTION EIGHT PERFORMANCE SCHEDULE

8.01 **Performance Schedule.** The parties hereto have agreed to a general performance schedule (the "General Performance Schedule") which is set forth in Exhibit "E" attached hereto. Subsequent to the execution of this Agreement, the Consultant shall furnish to the City's Representative for approval a more detailed schedule of performance (herein the "Detailed Performance Schedule") to be attached hereto as Exhibit "E-1" no later than ten (10) days after Consultant receives written notice to proceed from City's Representative. The Detailed Performance Schedule shall identify the time for each of the tasks set forth in Exhibit "A" attached hereto as the period of time which may reasonably be required to complete the tasks identified. The format of the Detailed Performance Schedule shall be based on a cost-loaded, task-oriented diagram. In preparing the Detailed Performance Schedule, the Consultant will provide 15 days for each document which is to be reviewed by the City.

8.02 **Revised Performance Schedule.** If the Consultant's performance is delayed or the sequence of tasks changed, the Consultant shall notify the City's Representative in writing of the reasons for the delay or the change. The Consultant shall then prepare a revised General and Detailed Performance Schedule for submission to and approval by the City's Representative.

SECTION NINE AUDIT: ACCESS TO RECORDS

9.01 **Records.** The Consultant shall maintain books, records and other documents directly pertinent to performance of this Agreement in accordance with generally accepted accounting principles and practices. The Consultant shall also maintain the financial information and data used by the Consultant in the preparation or support of the invoices submitted to the City. Audits conducted pursuant to this provision shall be in accordance with generally accepted auditing standards, procedures and guidelines of the City, or its designated representative. The City, or its duly authorized representatives, shall have access to such books, records, and documents for the purpose of inspection, audit and copying. The Consultant will provide proper facilities for such access and inspection.

9.02 **Disclosure.** The Consultant agrees to the disclosure of the information and reports resulting from access to records pursuant to Section 9.01 of this Agreement above provided that the Consultant is afforded the opportunity for an audit entrance and exit conference and an opportunity to comment and submit any supporting documentation on the pertinent portions of the draft audit report, and that the final audit report will include written comments, if any, of the Consultant.

9.03 **Period of Maintenance.** The books, records and other documents under Sections 9.01 and 9.02 of this Agreement shall be maintained for three (3) years after the

date of the final payment for the services under this Agreement. In addition, those records and other documents which relate to any arbitration, litigation or the settlement of any claim arising out of this Agreement, or to which an audit exception has been taken, shall be maintained and made available until three (3) years after the date that the arbitration, litigation or exception has been resolved.

9.04 ***Subcontract Provisions.*** The Consultant agrees to include Sections 9.01 through 9.03 of this Agreement in all its subcontracts directly related to performance of services specified in this Agreement which are in excess of \$10,000.

SECTION TEN MISCELLANEOUS PROVISIONS

10.01 ***Suspension.*** The City may suspend performance by the Consultant under this Agreement for such period of time as the City, in its sole discretion, may prescribe by providing written notice to the Consultant at least ten (10) days prior to the effective date of the suspension. With such suspension, the City shall pay to the Consultant the amount of compensation, based on percentage of completion of the Project, earned until the effective date of suspension less all previous payments. The Consultant shall not provide any further services under this Agreement after the effective date of suspension until otherwise notified in writing by the City. In the event the City suspends performance by the Consultant for any cause other than the error or omission of the Consultant for an aggregate period in excess of thirty (30) days, the Consultant shall be entitled to an equitable adjustment of the compensation payable to the Consultant under this Agreement, including reimbursement to Consultant for additional costs occasioned as a result of such suspension of performance. In no event shall the City be liable to the Consultant for more than the percentage completed at the time of suspension.

10.02 ***Termination.*** The City reserves the right to terminate this Agreement without cause or default on the part of the Consultant with ten (10) days' prior written notification to the Consultant. Notification of the Consultant is deemed to have occurred on the date that the Consultant either (i) faxes a copy of the notice to the Consultant to the fax number provided in Section 10.18, or (ii) deposits written notification with the United States Postal Service, postage prepaid, and addressed to the party and location contained in the Section entitled "Notice" of the Agreement. In the event of termination, without cause or default, the City agrees to pay to the Consultant the reasonable value for the services performed as of the date that notification of termination is received by the Consultant.

10.03 ***Default.*** The occurrence of any of the following events shall constitute a default by the Consultant hereunder (herein "Event of Default"):

A. If the Consultant shall default in the due observance and performance of any term, condition or covenant contained in this Agreement.

B. If the Consultant shall (a) voluntarily terminate operations or consent to the appointment of a receiver, trustee or liquidator of the Consultant for all or a substantial portion of its assets, (b) be adjudicated bankrupt or insolvent or file a voluntary petition in bankruptcy, or admit in writing to the inability to pay its debts as they become due, (c) make a general assignment for the benefit of creditors, (d) file a petition or answer seeking reorganization or an arrangement with creditors or take advantage of any insolvency law, or (e) if action shall be taken by the Consultant for the purpose of effecting any of the foregoing;

C. If any warrant, execution or other writ shall be issued or levied upon any property or assets of the Consultant and shall continue unvacated and in effect for a period of thirty (30) days; or

D. If the Consultant should in the judgment of the City, fails to provide the services hereunder properly and with proper dispatch in accordance with the time schedule set forth in Section Eight of this Agreement, then, if any such Event of Default continues for five (5) days after written notice to the Consultant, the City, may, without prejudice to any other remedy it may have at law or in equity, (a) terminate this Agreement, suspend payment of all pending invoices otherwise due to the Consultant hereunder, finish this Agreement by such means as the City may see fit, deduct from any balance due the Consultant the reasonable and necessary cost of finishing the work if the City cannot complete the performance of this Agreement with the remaining funds originally set aside and budget for this Project and paying the excess, if any, to the Consultant and in the event the cost of finishing the Consultant's work exceeds the balance due the Consultant, such excess shall be paid by the Consultant to the City within five (5) days of invoicing by the City or (b) terminate this Agreement and all the obligations imposed hereunder, including the obligation of any further payment for the services of the Consultant except for the reasonable value for the services performed as of the date of receipt of the notice of termination. The costs and expenses of completing this Agreement of the Consultant shall be computed and audited by the City's designated Representative. The audit shall be made in accordance with generally accepted accounting principles and the Consultant shall pay all costs of such audit.

It is expressly agreed that the City reserves the right to offset any and all claims made by the Consultant for payment of its fees or the reimbursement of additional costs incurred hereunder, with any claims that the City might have against the Consultant for failure to comply with any of the terms, conditions or covenants of this Agreement.

10.04 ***Ownership of Documents.*** Any and all plans, reports, and other documents (including electronic media) prepared or assembled by the Consultant or the Consultant or any of its subconsultants which are related to the performance of this Agreement are deemed to be the property of the City. In the event of the completion or termination of this Agreement, the City shall be entitled to the original plans, drawings, specifications and other documents related to this Agreement not in its possession. The plans, drawings, specifications and other documents may be utilized by the City for its

own use for which they were prepared, and for use on other projects which may have parts in common with the Project, but for the construction of any other project.

10.05 **Insurance.** The Consultant shall procure and maintain, at its own expense, during the entire term of the Agreement, the following insurances:

A. **Employers Insurance Company of Nevada (EICON).** Such insurance shall protect the Consultant and the City from employee claims based on job-related sickness, disease, or accident.

B. **Comprehensive General Liability Insurance.** Such insurance shall protect the Consultant, its agents and vehicles used to provide the services required under this Agreement from claims of personal injury (including death) and property damage. Such coverage shall be in a minimum amount of \$1,000,000 for the period of time covered by this Agreement. The Consultant's general liability insurance policies shall be endorsed to include the City as an additional insured.

C. **Professional Liability Insurance (Errors and Omissions Coverage).** Such insurance shall protect the Consultant from claims arising out of performance of professional services caused by a negligent act, error, or omission for which the insured is legally liable. Such coverage shall be in a minimum amount of \$1,000,000 for the period of time covered by this Agreement.

D. **Cancellation or Modification of Coverage.** The Consultant's Comprehensive General Liability and Professional Liability Insurance Policies shall automatically include or be endorsed to cover the Consultant's contractual liability to the City under this Agreement, to waive subrogation against the City, its officers, agents, servants and employees and to provide that the City will be given thirty (30) days' notice in writing of any cancellation of, or material change in, the policies.

E. **Certificates and Endorsements.** The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer and licensed by the State of Nevada. All deductibles and self-insured retentions shall be fully disclosed in the Certificate of Insurance. No deductible or self-insured retention may exceed \$25,000 without the written approval of the City. Certificates indicating that such insurance is in effect shall be delivered to the City before any services are provided under this Agreement.

F. **Period of Coverage.** If the insurance coverage is underwritten on a "claims made" basis, the retroactive date shall be prior to or coincident with the date of this Agreement and the Certificate of Insurance shall state that coverage is "claims made" and the retroactive date. Upon availability, the Consultant shall maintain coverage for the duration of this Agreement and for two years following completion of this Agreement. The Consultant shall provide the City annually a Certificate of Insurance as evidence of such insurance.

10.06 **Indemnity.** Notwithstanding any of the insurance requirements set forth in Section 10.05, and not in lieu thereof, the Consultant shall protect, indemnify and hold the City, its officers and employees, harmless from any and all claims, damages, losses, expenses, suits, actions, decrees, judgments, arbitration awards, attorney fees and court costs (collectively herein the "Claims") which the City, its officers or employees may suffer as a result of, by reason of, or as a consequence of, the negligent acts or omissions of the Consultant, its subcontractors, agents or anyone employed by the Consultant, its subcontractors or agents, in the performance of this Agreement.

As part of its obligation hereunder, the Consultant shall, at its own expense, defend the City, its officers and employees, against the Claims which may be brought against them, or any of them, as a result of, by reason of, or as a consequence of, any negligent act or omission of the Consultant, its subcontractors or agents, for and against which the Consultant is obligated to indemnify the City. If the Consultant shall fail to do so, the City shall have the right, but not the obligation, to defend the same and charge all direct and incidental costs of such defense (including attorney fees and court costs) against the Consultant.

10.07 **Assignment.** The City and the Consultant each bind itself and its partners, successors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party in respect to all covenants of this Agreement, except the Consultant shall not assign, sublet or transfer any obligation or benefit under this Agreement without the written consent of the City. Nothing contained herein shall be construed as creating any personal liability on the part of any officer or agent of the City.

10.08 **Waiver.** No consent or waiver, express or implied, by either party to this Agreement, or of any breach or default by the other in the performance of any obligations hereunder, shall be deemed or construed to be a consent or waiver of any other breach or default by such party hereunder. Failure on the part of any party hereto to complain of any act, or failure to act of the other party, or to declare that other party in default hereunder, irrespective of how long such failure continues, shall not constitute a waiver of the rights of such party hereunder. Inspection, payment, or tentative approval or acceptance by the City or the failure of the City to perform any inspection hereunder, shall not constitute a final acceptance of the work or any part thereof and shall not release the Consultant of any of its obligations hereunder.

10.09 **Consultant Warranties.** The Consultant hereby represents and warrants:

A. That it is financially solvent, able to pay its debts as they mature, and is possessed of sufficient working capital to complete this Agreement; that it is able to furnish the plant, tools, materials, supplies, equipment and labor, and is experienced in and competent to perform the services contemplated by this Agreement, and that it is qualified to provide such services and is authorized to do business in the State of Nevada.

B. That it holds a license, permit or other special license to perform the services included in this Agreement, as required by law, or employs or works under the general supervision of the holder of such license, permit or special license.

C. That it is Year 2000 compliant which means that to the extent the performance of this Agreement is dependent upon the Consultant's computer operations, such computers will continue functioning without interruption, and will continue to accurately process data and information necessary to the performance of this Agreement, beyond December 31, 1999.

D. That the Consultant has, pursuant to the requirements of Resolution 105-99 adopted by the City Council on November 17, 1999, disclosed on the form attached hereto as Exhibit "G," all of the principals, including partners, of the Consultant, as well as all persons and entities holding more than a one percent (1%) interest in the Consultant or any principals of the Consultant. During the term of this Agreement, the Consultant shall notify the City in writing of any material change in the above disclosure on Exhibit "G" within fifteen (15) days of such change.

10.10 ***Consultant's Employees.*** The Consultant shall be responsible for maintaining satisfactory standards of employee competency, conduct and integrity, and shall be responsible for taking such disciplinary action with respect to its employees as may be necessary. In the event the Consultant fails to remove any employee from the contract work whom the City deems incompetent, careless or insubordinate, or whose continued employment on the work is deemed by the City to be contrary to the public interest, the City reserves the right to require such removal as a condition for the continuation of this Agreement.

10.11 ***Independent Contractor.*** It is hereby expressly agreed and understood that in the performance of the services required herein, the Consultant and any other person employed by him hereunder shall be deemed to be an independent contractor and not an agent or employee of the City.

10.12 ***Applicable Law.*** This Agreement shall be construed and interpreted in accordance with the laws of the State of Nevada.

10.13 ***Compliance with Laws.*** The Consultant shall in the performance of its obligations hereunder comply with all applicable laws, rules and regulations of all governmental authorities having jurisdiction over the performance of this Agreement including, without limitation, the Federal Occupational Health and Safety Act and all state and federal laws prohibiting and/or related to discrimination by reason of race, sex, age, religion or national origin.

10.14 ***Severability.*** In the event that any provisions of this Agreement shall be held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain valid and binding on the parties hereto.

10.15 **Confidentiality.** The Consultant shall treat the information relating to each Project, the Consultant which has been produced by the Consultant or provided by the City as confidential and proprietary information of the City and shall not permit its release to other parties or make any public announcement or publicity release without the City's written authorization. The Consultant shall also require subcontractors to comply with this requirement.

10.16 **Site Inspection.** The Consultant represents that it has visited the location of the Project and has satisfied itself as to the general condition thereof and that the Consultant's compensation as provided for in the Agreement is just and reasonable compensation for performance hereunder including reasonably foreseen and foreseeable risks, hazards and difficulties in connection therewith based on such above-ground observations.

10.17 **Modification.** All modification or amendments to this Agreement are null and void unless reduced in writing and signed by the parties hereto.

10.18 **Notice.** Any notice required to be given hereunder shall be deemed to have been given when (i) received by the party to whom it is directed by personal service, or (ii) deposited with the United States Postal Service addressed as follows:

TO CITY:

K. John McNellis, P.E.
Deputy Public Works Director
City of Las Vegas
400 East Stewart Avenue
Las Vegas, Nevada 89101
Phone: (702) 229-2141
Fax: (702) 382-0848

TO CONSULTANT:

PBS & J
901 N. Green Valley Parkway
Suite 100
Henderson, NV 89014
Phone: (702) 263-7275
Fax: (702) 263-7200

10.19 **Prohibition Against Contingent Fees.** The Consultant warrants that no person or entity has been employed or retained to solicit or secure this Agreement with the Agreement or understanding that a commission, percentage, brokerage or contingent fee would be paid to that person. For breach or violation of this provision, the City shall have the right to annul this Agreement without liability or, in its discretion, to deduct

from the compensation to be paid to the Consultant, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

10.20 ***Dispute Resolution.***

A. Any fee dispute arising under this Agreement which is not disposed of by mutual agreement between the parties shall be decided by the City Manager, whose decision shall be reduced to writing and mailed or otherwise furnish a copy thereof, to the Consultant. The decision of the City Manager shall be final and conclusive unless, within thirty (30) days after the date on which the Consultant receives its copy of such decision, the Consultant mails or otherwise furnishes to the City Manager a written appeal from the decision, addressed to the City Council in care of the Director of Public Works. The decision of the City Council, or its duly authorized representative for the determination of any such appeal, shall be final and conclusive. The Consultant shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending the final decision of a dispute hereunder, the Consultant shall proceed diligently with the performance of work to be performed under this Agreement and in accordance with the City Manager's decision.

If, during the performance of this Agreement, a dispute arises between the parties as to whether the services provided by the Consultant are basic services, or services entitled to additional compensation, the Consultant agrees to notify the City prior to providing such services of the Consultant's intent to seek additional compensation as provided in this Section. Such notice shall be for the purpose of affording the City the opportunity to monitor and verify the performance of the additional services and failure to provide the City with such notice shall constitute a waiver of such claim.

B. All non-fee claims, disputes and other matters in question between the parties to this Agreement arising out of or relating to the performance of this Agreement or the breach thereof, may, upon the agreement of the parties, be decided by arbitration in accordance with the arbitration rules of the Nevada Arbitration Association or the American Arbitration Association then existing unless the parties mutually agree otherwise. Any arbitration arising out of or relating to this Agreement may include, by consolidation, joinder or in any other manner, any additional person not a party to this Agreement if so requested by either party to this Agreement. Any consent to arbitration involving an additional person or persons shall not constitute consent to arbitration of any dispute not described therein. This agreement to arbitrate with an additional person or persons, and any decision resulting therefrom, shall be binding and enforceable under the prevailing arbitration laws of the State of Nevada

C. In the event the City is named as a party to any arbitration action, or commences an arbitration action against a party other than the Consultant, which action arises out of, results from or is connected with the construction of the Project or the performance of the Consultant's services hereunder (such as, without limitation, any arbitration action between the City and the contractor awarded the contract to construct

the Project), the Consultant agrees and irrevocably consents to be joined as a party in the arbitration proceeding and to be bound by any decision resulting therefrom. Any joinder of the Consultant hereunder is conditioned upon the handling of such arbitration in accordance with the arbitration rules of the Nevada Arbitration Association or the American Arbitration Association. None of the time provisions imposed under Subsection C and D of this Section apply to the joinder rights provided herein in such a way as to preclude the City from joining the Consultant as a party to any arbitration proceeding which the City commences or is named as a party and which arises out of, results from or is connected with the construction of the Project.

If the Consultant is named as an additional party by the City, the Consultant shall not be entitled to any additional compensation from the City as a result of preparing for, and participating in the arbitration.

D. In order for the Consultant to be able to arbitrate any claim, dispute or other matter in question between the parties, written notice must be given to the City within sixty (60) days after the claim, dispute or other matter arises. In order for the City to be able to arbitrate any claim, dispute or other matter in question between the parties, written notice must be given to the Consultant within sixty (60) days after the claim, dispute or other matter arises. The purpose of such notification is to place the other party on notice so that proper measures can be taken to properly defend against such claim, dispute or other matter, and the failure to give such notice shall preclude the party desiring arbitration from subsequently arbitrating that particular claim, dispute or other matter.

E. The filing of the aforementioned written notice shall preserve that party's right to arbitration, but shall not obligate the party to proceed with arbitration. In the event that either party desires to proceed with the arbitration of any claim, dispute, or other matter with respect to which such notice has been given, a written demand for arbitration shall be filed in writing with the other party and with the American Arbitration Association or the Nevada Arbitration Association within sixty (60) days after the filing of the Certificate of Substantial Completion with respect to the Project, and the failure to make such demand shall forever bar such claim, dispute or other matter from being arbitrated.

F. In the event of arbitration, it is agreed by the parties hereto that all means of discovery including, but not limited to, depositions and interrogatories will be afforded to the parties involved in the arbitration, and the appointed arbitrator shall have all authority to impose sanctions against either party for failing to comply with the rules of discovery provided under the Nevada Rules of Civil Procedure.

G. The award rendered by the arbitrator shall be final, and judgment may be entered upon its accordance with applicable law in any court having jurisdiction thereof.

H. By mutual written consent, in addition to and prior to arbitration, the parties may endeavor to settle disputes by mediation in accordance with the mediation rules of the Nevada Arbitration Association or the American Arbitration Association then existing. The sixty (60) day requirement for notice of arbitration shall be tolled between the dates of: (1) either party's receipt of a written request for mediation from the other party hereto; and (2) the requesting party's receipt of a written rejection of its request, or if not rejected, completion of the mediation itself.

10.21 ***Attorney Fees.*** The prevailing party in any litigation or arbitration brought to enforce the provisions of this Agreement shall be entitled to reasonable attorney fees and costs.

10.22 ***Calendar Day.*** All references in this Agreement to days are to calendar days unless otherwise indicated.

10.23 ***Exhibits.*** All exhibits referenced in this Agreement are hereby incorporated as a part of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first above written.

CITY OF LAS VEGAS

By: _____
OSCAR B. GOODMAN, Mayor

"City"

ATTEST:

BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:

Thomas R. Green 7-18-00
Date

Deputy City Attorney

Post, Buckley, Schuh, & Jernigan

By: Wayne Horlacher
Wayne Horlacher
Its: Project Manager

"Consultant"

EXHIBITS

Exhibit "A"	Scope of Services
Exhibit "B"	Additional Services
Exhibit "C"	Manhour Estimates
Exhibit "D"	Cost Derivative and Hourly Fee Schedule
Exhibit "E"	General Performance Schedule
Exhibit "F"	Invoice Format
Exhibit "G"	Disclosure of Principals

EXHIBIT A
SCOPE OF SERVICES
CITY OF LAS VEGAS IMPACT FEE FEASIBILITY STUDY

I. DESCRIPTION OF PROJECT

The City of Las Vegas (hereinafter referred to as "CITY") has retained the services of PBS&J, Inc. (hereinafter referred to as "CONSULTANT") to prepare a feasibility study to determine the merits of imposing an impact fee to generate revenue to fund capital improvement projects.

The study will address the following issues:

1. A preliminary overview of the potential revenue generated by the impact fees versus the current method of exactions. The recommended methodology for determining the impact fee for each type of improvement will be determined.
2. A discussion of the limitations of an impact fee adopted in compliance with NRS 278B.
3. An examination of the consequences of adopting a city-wide impact fee versus a valley-wide impact fee.
4. A review of the anticipated additional staff and administrative resources required to manage an impact fee program and the potential for having these resources funded by the impact fee revenue.

II. STUDY CRITERIA AND REFERENCE DOCUMENTS

Criteria and reference documents used in the study shall include, but not necessarily be limited to, the following:

1. Nevada Revised Statutes Section 278B
2. Washoe County Regional Transportation Commission Regional Road Impact Fee System "Capital Improvement Plan", "General Administrative Manual" and "Impact Fee Ordinance".
3. City of Mesquite "Transportation Capital Improvement Plan" and "Transportation Impact Fee Ordinance".

III. UNDERSTANDINGS AND ASSUMPTIONS

The following are certain understandings and assumptions, which have been relied upon by the CONSULTANT in preparation of this proposal:

1. This study is intended to provide a preliminary order of magnitude cost projections of the potential revenue to be generated by impact fees.
2. CITY will provide available data related to the estimated revenue generated by the existing method of exactions for selected developments.
3. CITY shall provide all relevant information regarding existing population, housing units and nonresidential development within the existing City limits. This estimate of existing development units shall be classified as follows:

RESIDENTIAL

Single-family detached
Multi-family
Mobile home
Hotel/Motel (if available)

NON-RESIDENTIAL

Retail/Commercial
General Office
Industrial/Manufacturing
Warehousing
Public/Institutional
(Schools, hospitals, government)

4. CITY shall provide an estimate of the number of new development units anticipated in the study area within the study period. These land use units shall be classified in the categories shown above.
5. CITY shall provide relevant financial information, including copies of current budget and most recent comprehensive financial report, outstanding debt and debt service schedules for drainage, transportation, park and fire facilities, and history of outside funding or grants for capital improvements for drainage, transportation, park and fire facilities received over the last five years.

IV. PROJECT TASKS

The following is a description of the key tasks to be performed as a part of this study.

1. Determination of estimated impact fee rates. The study will identify potential capital improvements to be funded by impact fees for flood control, transportation, parks and fire safety. The recommended methodology for determining the impact fee and cost distribution to new development will be determined for each type of improvement. The land use assumptions used in the study will be based on approved zoning or land use maps. The scope of work for each type of improvement is as follows:

- a. **Flood Control**

The study will use the existing Neighborhood Drainage Master Plans to identify improvements to be funded by the impact fee. It is anticipated that the improvements currently shown on the Clark County Regional Flood Control District (CCRFCD) Master Plan will not be included, since these facilities have existing funding sources. A description of the methodology used to determine what improvements can be attributed to new development will be provided. A list of future improvements on the Neighborhood Master Plans required to remedy existing deficiency's will also be determined. It is anticipated that the service areas to be used for Flood Control impact fees will correspond with the Neighborhood Master Plans (see Attachments 1 & 2), and that some fully developed areas of the City may not be in an impact fee service area. The study may determine that identifying improvements for funding by the impact fee is not feasible, or requires additional drainage analysis. Any hydrologic or hydraulic modeling analysis that may be required will be considered an additional service.

- b. **Transportation**

The study will identify potential transportation improvements to be funded by impact fees. In accordance with NRS 278B, improvements considered for funding by the impact fee will be limited to arterials and collectors

identified on the Streets and Highways Plan adopted by the City. It is anticipated that improvements currently identified in the Clark County Regional Transportation Master Plan will not be included, since these facilities have existing funding sources. The study will identify the methodologies used to determine improvements for funding by impact fees and the method for distributing these costs to new development. Transportation improvements will include items such as roadways, traffic signals and bridges. The study will identify the recommended service areas to be used within the City.

c. Fire Safety

Although collection of impact fees for fire stations is not currently permitted by NRS 278B, CONSULTANT shall develop conceptual methodology and preliminary order of magnitude impact fees for the construction of fire stations within the study area shown in Attachment 1. It is anticipated that the service areas identified in the study will be based on City of Las Vegas Fire Response Maps.

d. Parks

Although collection of impact fees for parks are not currently permitted by NRS 278B, CONSULTANT shall develop conceptual methodology and preliminary order of magnitude impact fees for the construction of parks within the City. The study will make a recommendation for the proposed "service area boundaries" for park impact fees with consideration to the existing City Council Ward boundaries.

2. Comparative analysis of existing exactions versus potential impact fees. The study will compare the revenue generated from the existing exactions imposed on new development to the potential revenue generated by impact fees adopted in accordance with NRS 278B. Six existing projects of varying size and composition (small, large, residential, commercial) shall be reviewed to determine the cost of fees and exactions paid under the current system. This amount will be compared to an estimated impact fee amount that would be paid for these same developments

using rates from the Washoe County and City of Mesquite impact fee ordinances (transportation improvements only). The developments to be reviewed will be jointly selected by both the CONSULTANT and representatives of the CITY.

Based upon existing funding information provided by the City, and to the extent possible, a determination and recommendation shall be made on how much money currently allocated to capital projects can be reallocated to solving existing transportation and drainage problems, as well as maintenance of existing improvements. Based on information provided by the Pavement Management Department of the CITY, an estimate of the annual revenue shortfall for street maintenance will be provided.

3. Potential limitations of impact fees. The study will analyze the potential impacts of the restrictions and mandates of NRS 278B and outline what type of improvements can be funded with the impact fees. The study will outline potential problems for the CITY if projects listed on the capital improvement plan are not completed within the prescribed time frame.
4. Consequences of city-wide versus valley-wide impact fee. The study will identify and discuss issues relating to a city-wide versus valley-wide impact fee. The study will look at the potential consequences of a significant difference in development costs between jurisdictional boundaries caused by the implementation of an impact fee by one agency. Additionally, the study will address issues to be considered when developing a multi-jurisdictional body to administer the impact fee for a valley-wide program and will propose entities, either existing or proposed, that could handle impact fees on a valley-wide basis.
5. Resource considerations for implementation of the impact fee. The study will estimate the additional manhours required to administer the impact fee by examining staffing requirements of both the City of Mesquite and Washoe County for operation of their impact fee program. The study will also estimate start-up

costs associated with defining service areas, service area CIP's, establishment of an advisory committee, proposed staffing, administrative resources along with any other necessary and recommended procedures and/or policies.

6. Recommended changes to state statutes (NRS). The study will recommend changes to the NRS that will serve the CITY's interest. These changes will include inclusion of parks and fire stations into NRS 278B as capital improvements that can be funded by impact fees. The study will outline the portions of the NRS that would require revision and recommend textual changes to allow effective and efficient administration by the City.

The study will also look at impact fee laws in other states, including California, and outline portions of those laws which may be advantageous to the City if incorporated into the Nevada Statutes.

V. MEETINGS

During the course of the study preparation it is anticipated that the regular progress meetings will be help with City staff. In addition meetings will be required with City personnel from the following disciplines: drainage, traffic/transportation, parks, fire, finance, legal and management. The scope of the basic services will include 12 meetings with an assumed duration of 3 hours and attendance by a Principal Engineer, Project Manager, and Project Engineer. In addition, the basic sevices will include 8 individual trips from an out-of-state subconsultant including airfare and per diem. Time and expense required for additional meetings will be compensated as an additional service as outlined in Exhibit "B".

VI. LEGAL REVIEW

By subconsultant or otherwise, CONSULTANT shall provide for the legal review of the recommended impact fee methodologies determined in the study. These methodologies will be reviewed for conformance with state statutes and an evaluation will be prepared

indicating methodologies that may be susceptible to legal challenge. Legal review will also be provided for the recommended changes to state statutes contained in the study.

VII. FIRST DRAFT REPORT

CONSULTANT shall prepare a first draft report for submittal and review by the CITY staff within 90 calendar days of receipt of the written notice to proceed.

- Deliverable: Twenty (20) copies of the draft report to be submitted to the CITY.

VII. SECOND DRAFT REPORT

CONSULTANT shall prepare a second draft report for submittal and review by the CITY staff which incorporates comments provided by the CITY. This report will be submitted within 45 calendar days of receipt of the written comments prepared by the CITY on the first draft.

- Deliverable: Twenty (20) copies of the draft report to be submitted to the City.

VIII. FINAL REPORT

CONSULTANT shall prepare a final report for submittal to the City staff within 30 calendar days of receipt of all comments to the draft report. Comments shall be provided to the CONSULTANT in writing for incorporation into the final report.

- Deliverable: Twenty (20) copies of the final report to be submitted to the city.

EXHIBIT B
ADDITIONAL SERVICES
CITY OF LAS VEGAS IMPACT FEE FEASIBILITY STUDY

The following services are to be performed only when authorized in writing by the City:

- A. Additional Services required to perform hydrologic and hydraulic modeling and analysis.
- B. Performing detailed traffic analysis or modeling.
- C. Evaluating the feasibility of impact fees for police facilities.
- D. Development of growth projections or the anticipated number of development units to be constructed within the study area and time period.
- E. Additional time and expense required to attend meetings in excess of those described in the basic services (Exhibit "A").
- F. Additional work as directed by the City.

EXHIBIT C
MANPOWER TASK BREAKDOWN
CITY OF LAS VEGAS IMPACT FEE FEASIBILITY STUDY

DESCRIPTION	PIC	PM	PE	CADD/GIS	CLERICAL
PROJECT TASKS					
Determination of Estimated Impact Fee Rates					
Flood Control	2	24	100	16	4
Transportation	2	24	80	16	4
Fire Safety	2	12	16	8	2
Parks	2	16	24	16	2
Comparative Analysis					
Data Collection		12	16	2	
CIP Cost Estimates		8	16		8
Service Unit Determination	2	8	16		
Impact Fee Estimate	2	12	16	4	
Estimate of Exactions (existing developments)	2	8	16		
Impact Fee Comparison (existing developments)		4	8		
Maintenance Budget Reallocation Estimate		16	12		
Figures and Exhibits		8	8	24	
Potential Limitations of Impact Fees		2	2		
Consequences of city-wide vs valley-wide Impact Fee					
Issues of Concern	2	4	2		
Consequences of Different Development Costs	2	4	2		
Multi-Jurisdictional Administration	2	4	2		
Staffing Considerations		16	24		
Recommended Changes to State Statutes		4			
Meetings	36	36	36		
Legal Review	2	4			
First Draft Report Preparation	2	24	16	16	40
Address Comments on First Draft Report	2	24	16	8	12
Second Draft Report Preparation	2	8	8	20	16
Address Comments on Second Draft Report	2	16	8	4	8
Final Report Preparation	2	8	8	10	12
TOTAL HOURS	68	306	452	144	108

EXHIBIT D
COST DERIVATION
CITY OF LAS VEGAS IMPACT FEE FEASIBILITY STUDY

DESCRIPTION	Direct Expenses		PIC	PM	PE	CADD/GIS	CLERICAL	TOTAL
	Duncan	other directs	\$140/hr	\$130/hr	\$80/hr	\$85/hr	\$50/hr	TASK
PROJECT TASKS								
Determination of Estimated Impact Fee Rates								
Flood Control	8,660		280	3,120	8,000	1,040	200	\$21,300
Transportation	12,920		280	3,120	6,400	1,040	200	\$23,960
Fire Safety	1,880		280	1,560	1,280	520	100	\$5,620
Parks	4,160		280	2,080	1,920	1,040	100	\$9,580
Comparative Analysis			0	0	0	0	0	\$0
Data Collection			0	1,560	1,280	130	0	\$2,970
CIP Cost Estimates			0	1,040	1,280	0	400	\$2,720
Service Unit Determination			280	1,040	1,280	0	0	\$2,600
Impact Fee Estimate			280	1,560	1,280	260	0	\$3,380
Estimate of Exactions (existing developments)			280	1,040	1,280	0	0	\$2,600
Impact Fee Comparison (existing developments)			0	520	640	0	0	\$1,160
Maintenance Budget Reallocation Estimate			0	2,080	960	0	0	\$3,040
Figures and Exhibits			0	1,040	640	1,560	0	\$3,240
Potential Limitations of Impact Fees	4,170		0	260	160	0	0	\$4,590
Consequences of city-wide vs valley-wide Impact Fee	3,290		0	0	0	0	0	\$3,290
Issues of Concern			280	520	160	0	0	\$960
Consequences of Different Development Costs			280	520	160	0	0	\$960
Multi-Jurisdictional Administration			280	520	160	0	0	\$960
Staffing Considerations			0	2,080	1,920	0	0	\$4,000
Recommended Changes to State Statutes	3,660		0	520	0	0	0	\$4,180
Meetings	10,920		5,040	4,680	2,880	0	0	\$23,520
Legal Review	4,100		280	520	0	0	0	\$4,900
First Draft Report Preparation		1,000	280	3,120	1,280	1,040	2,000	\$8,720
Address Comments on First Draft Report	2,970		280	3,120	1,280	520	600	\$8,770
Second Draft Report Preparation		1,000	280	1,040	640	1,300	800	\$5,060
Address Comments on Second Draft Report	2,970		280	2,080	640	260	400	\$6,630
Final Report Preparation		2,000	280	1,040	640	650	600	\$5,210
TOTALS	59,700	4,000	9,520	39,780	36,180	9,360	5,400	\$163,920

EXHIBIT E
PROJECT MILESTONES
CITY OF LAS VEGAS IMPACT FEE FEASIBILITY STUDY

Submittal

First Draft Report

Second Draft Report

Final Report

Milestone

90 calendar days from NTP

45 calendar days from receipt of all
written comments on the first draft
report

30 calendar days after receipt of all
written comments on the second
draft report

EXHIBIT F
SAMPLE INVOICE FORMAT
CITY OF LAS VEGAS IMPACT FEE FEASIBILITY STUDY

May 8, 2000

Project No: 511162.00

Invoice No: XXXXX

CITY OF LAS VEGAS
 ATTN:
 400 EAST STEWART STREET
 LAS VEGAS, NV 89101

Project 51XXXX.00 CLV Fee Study

Professional Services: June1, 2000 through June 30, 2000

.....
 Direct Costs – CLV Fee Study

Professional Personnel

	Hours	Rate	Amount
Horlacher, Wayne	XX	XX.XX	XXX.XX
Kenner, Todd	XX	XX.XX	XXX.XX
Dearhamer, Emily	XX	XX.XX	XXX.XX
Hill, Dianne	XX	XX.XX	XXX.XX
	2.94 times	XX.XX	XX,XXX.XX
Total Labor			XX,XXX.XX

Reimbursable Expenses

BLUEPRINTS/REPRODUCTIONS		
4/30/00 CONSOLIDATED	51-Repro	XXX.XX
REPROGRAPHIC		
COURIER SERVICE EXPENSE		
4/30/00 FEDERAL EXPRESS CORP	51-COURIER	XXX.XX
Total Reimbursables		XX,XXX.XX

Billing Limits	Current	Prior	To-date
Total Billings	XXX.XX	XX,XXX.XX	XX,XXX.XX
Limit			\$56,220.00
Remaining			XX,XXX.XX
		Total this invoice	XX,XXX.XX

Billings to date	Current	Prior	To-date
Labor	XXX.XX	XX,XXX.XX	XX,XXX.XX
Expense	XXX.XX	XX,XXX.XX	XX,XXX.XX
Totals	XXX.XX	XX,XXX.XX	XX,XXX.XX

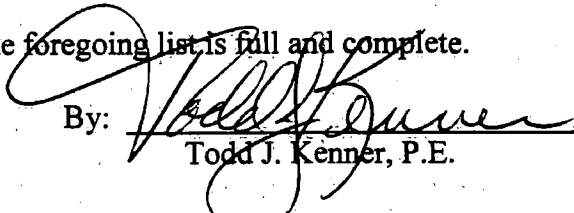
Exhibit "G"

Disclosure of Principals

The principals and partners of PBS&J and all persons and entities holding more than 1% interest in of PBS&J or any principal of PBS&J are the following:

<u>FULL NAME</u>	<u>BUSINESS ADDRESS</u>	<u>BUSINESS PHONE</u>
1. William W. Randolph	2001 NW 107 th Ave., Miami, FL 33172	(305) 592-7275
2. Michael H. Dye	2001 NW 107 th Ave., Miami, FL 33172	(305) 592-7275
3. Richard A. Wickett	2001 NW 107 th Ave., Miami, FL 33172	(305) 592-7275
4. John B. Zumwalt, III	5300 W Cypress St., #300, Tampa, FL 33607	(813) 877-7275
5. Craig Curry	5999 Summerside Dr., # 202, Dallas, TX 75252	(972) 380-2605
6. Scott W. Deloach	2001 NW 107 th Ave., Miami, FL 33172	(305) 592-7275
7. James E. Breland	1575 Northside Dr. NW, #350, Atlanta GA 30318	(404) 351-5608
8. Kevin J. Cooley	6635 E. Colonial Dr., Orlando, FL 32807	(407) 277-4443
9. Richard W. Karasiewicz.	2001 NW 107 th Ave., Miami, FL 33172	(305) 592-7275
10. John S. Shearer	1560 Orange Ave., #700, Winter Park, FL 32789	(407) 647-7275
11. David A. Twiddy	1560 Orange Ave., #700, Winter Park, FL 32789	(407) 647-7275
12. Judith A. Squillante	2001 NW 107 th Ave., Miami, FL 33172	(305) 592-7275
13. Jose B. Gonzalez	2001 NW 107 th Ave., Miami, FL 33172	(305) 592-7275
14. James M. Killough, Jr.	1519 S. University Dr., Plantation, FL 33324	(954) 424-7275
15. Robert J. Paulsen	1560 Orange Ave., #700, Winter Park, FL 32789	(407) 647-7275
16. Richard M. Grubel	2001 NW 107 th Ave., Miami, FL 33172	(305) 592-7275
17. Elliott L. Grosh	5300 W Cypress St., #300, Tampa, FL 33607	(813) 877-7275
18. Donald R. Vogt	12101 Indian Creek Ct., Beltsville, MD 20702	(301) 210-6800
19. Hermann Konrad	2001 NW 107 th Ave., Miami, FL 33172	(305) 592-7275
20. Edward C. Jensen	1560 Orange Ave., #700, Winter Park, FL 32789	(407) 647-7275

I hereby certify under penalty of perjury, that the foregoing list is full and complete.

By: 

Todd J. Kenner, P.E.

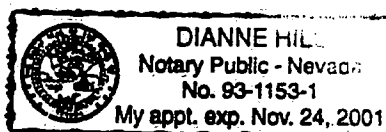
Its: Executive Vice President

Subscribed and sworn to before me this

19th day of July, 2000.

Dianne Hill

Notary Public



City of Las Vegas

Agenda Item No.: 88

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: AUGUST 2, 2000****DEPARTMENT: FINANCE AND BUSINESS SERVICES****DIRECTOR: MARK R. VINCENT**☐**CONSENT**☒**DISCUSSION****SUBJECT:****RESOLUTIONS:**

R-83-2000 – Discussion and possible action regarding a resolution authorizing medium-term obligations in an amount of up to \$8,000,000, for the purpose of acquiring, constructing and improving a building project for the City; directing the officers of the City to forward materials to the Department of Taxation of the State of Nevada; providing certain details in connection therewith; authorizing the sale of the City of Las Vegas, Nevada, General Obligation Medium-Term Building Bonds in the maximum aggregate principal amount of \$8,000,000; and providing the effective date hereof – Ward 3 (Reese) (**NOTE: This item will be trailed to be heard after the related Public Hearing in the Afternoon Session, Item #101**)

Fiscal Impact☐**No Impact****Amount: \$8,000,000**☒**Budget Funds Available****Dept./Division: Neighborhood Services**☐**Augmentation Required****Funding Source: Bond Proceeds****PURPOSE/BACKGROUND:**

The issuance of these bonds was authorized following discussion at the April 19, 2000 City Council Meeting. This resolution changes the bond term from 20 to 10 years (medium term). Community Development Block Grants (CDBG) have been pledged for the debt service on these bonds, which is estimated to be approximately \$1,300,000 per year.

RECOMMENDATION:

It is recommended that the City Council authorize the issuance of the bonds following the public hearing.

BACKUP DOCUMENTATION:

Resolution R-83-2000 - Medium-Term Community/Senior Center Bond Authorization
Resolution

MOTION:

REESE – Motion to ADOPT R-83-2000 – UNANIMOUS with L.B. McDONALD excused

MINUTES:

COUNCILMAN REESE thanked MARK VINCENT, Director, Finance and Business Services, and SHARON SERGERBLOM, Director, Neighborhood Services, and their respective staff for all their hard work.

*City of Las Vegas***Agenda Item No.: 88**

CITY COUNCIL MEETING OF AUGUST 2, 2000

Resolutions

Item 88 – R-83-2000

MINUTES – Continued:

No one appeared in opposition.

There was no further discussion.

(1:12 – 1:14)

3-150

Summary - a resolution authorizing a medium-term obligations.

RESOLUTION NO. R-83-2000

A RESOLUTION AUTHORIZING MEDIUM-TERM OBLIGATIONS IN AN AMOUNT OF UP TO \$8,000,000, FOR THE PURPOSE OF ACQUIRING, CONSTRUCTING AND IMPROVING A BUILDING PROJECT FOR THE CITY; DIRECTING THE OFFICERS OF THE CITY TO FORWARD MATERIALS TO THE DEPARTMENT OF TAXATION OF THE STATE OF NEVADA; PROVIDING CERTAIN DETAILS IN CONNECTION THEREWITH; AUTHORIZING THE SALE OF THE CITY OF LAS VEGAS, NEVADA, GENERAL OBLIGATION MEDIUM-TERM BUILDING BONDS IN THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF \$8,000,000; AND PROVIDING THE EFFECTIVE DATE HEREOF.

WHEREAS, the City Council of the City of Las Vegas, Nevada (the "Council", "City", and "State", respectively) proposes to incur medium-term obligations of the City in an amount up to \$8,000,000, under Chapter 350 of Nevada Revised Statutes ("NRS"), in order to finance the cost of acquiring, constructing, reconstructing, improving and equipping a building project in the City as defined in NRS 268.676, including without limitation, a building to accommodate a community/senior center for the City (the "Project"); the financing to bear interest at a rate or rates which do not exceed by more than 3% the "Index of Twenty Bonds" most recently published in The Bond Buyer before bids are received for such medium-term obligations or negotiated offers are accepted, and to mature within 10 years of the date of issuance thereof, in order to pay the costs of the Project (the "Proposal"); and

WHEREAS, the Council has determined that legally available funds of the City will at least equal the amount required in each year for the payment of interest and principal on such medium-term obligations; and

WHEREAS, NRS 350.087 requires that a notice of intention to authorize a medium-term obligations be published not less than 10 days prior to the consideration of a resolution authorizing a medium-term obligations; and

WHEREAS, a notice of intention to act upon the resolution authorizing such medium-term obligations has been duly published in a newspaper of general circulation in the City

not less than 10 days prior to the date of a public hearing thereon, and such public hearing was held prior to adoption of this resolution; and

WHEREAS, all comments made at the August 2, 2000 public hearing have been duly considered by the Council and the minutes of such public hearing are attached hereto as Exhibit "C".

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAS VEGAS, NEVADA:

Section 1. This resolution is hereby designated by the short title the "2000 Medium-Term Community/Senior Center Bond Authorization Resolution" (the "Resolution").

Section 2. The Council hereby finds and determines that the public interest requires medium-term obligations for the Project, in an amount not exceeding \$8,000,000.

Section 3. The facts upon which the finding stated in § 1 above are:

(a) There is a continuing need to meet the demands of and to serve the existing and future residents of the City and those needs are likely to persist or increase in the future due to the growth of the City.

(b) There is not an existing local community/senior facility in the area of East Las Vegas that is adequate to serve the needs of the existing and future residents of the area of East Las Vegas, and those needs are likely to persist or increase in the future due to the existing population in the area.

(c) It is in the best interests of the City and its inhabitants, and would best serve the public interest thereof, if the Project is now accomplished, thereby assisting in alleviating the needs mentioned in (a) and (b) above;

(d) It is not feasible to finance the Project from other funds of the City, among other reasons because of restraints on the City's budget for the current fiscal year and other demands on and needs for existing funds of the City.

Section 4. The City proposes to borrow a sum not to exceed \$8,000,000 in the aggregate at an annual interest rate estimated to be 6.50% to be repaid over a period of not more than 10 years. Such medium-term obligations shall be evidenced by the issuance by the City of negotiable notes or medium-term negotiable bonds which mature not later than 10 years after the date of issuance (which term does not exceed the useful life of the Project), and the interest rate shall

not exceed by more than 3 percent the "Index of Twenty Bonds" which is most recently published in The Bond Buyer before bids are received or a negotiated offer is accepted.

Section 5. The Director of Finance or his designee is hereby authorized to arrange for the issuance and sale of the financing in an amount not more than \$8,000,000, to carry out the Project, subject to ratification by Council. The medium-term notes or bonds issued to effect the Project shall be issued on such other terms and conditions as the Council determines, all as provided in NRS 350.085 to 350.095, inclusive (the "Note Act"), NRS 350.500 to 350.720, inclusive (the "Bond Act"), and as authorized by the Director of Finance of the City at the time of sale of such medium-term notes or bonds and thereafter ratified by the Council as set forth in this Resolution.

Section 6. The medium-term obligations shall not be paid in whole or in part from a levy of a special tax exempt from the limitations on the levy of ad valorem tax, but shall be paid from other legally available funds of the City, including, without limitation, monies derived from ad valorem taxes in the City's general fund estimated to average of approximately \$1,300,000 per year.

Section 7. The officers of the City be and the same hereby are authorized and directed to take all action necessary to effectuate the provisions of this Resolution, including, without limitation, forwarding all necessary documents to the Executive Director, Department of Taxation, Carson City, Nevada, and, if necessary, amending the City's capital improvement plan to include the Project.

Section 8. The Director of Finance is authorized to offer for sale the City's medium-term notes or bonds in the maximum aggregate principal amount of \$8,000,000 (the "Bonds") for sale in such manner as he shall determine, and he is authorized to specify the terms and details of the Bonds, including, without limitation, the maturity date or dates, the interest rate or rates, the redemption features, if any, and the other terms and conditions thereof; all subject to ratification by the Council by adoption of an ordinance authorizing the issuance of the Bonds (the "Bond Ordinance").

Section 9. The officers of the City are hereby authorized to take all action necessary or appropriate to effectuate the provisions of this Resolution, including without limitation, assembling of financial and other information concerning the City, the Project and the Bonds, and

preparing and circulating an official statement for the Bonds, and, if deemed appropriate by the Director of Finance or his designee, preparing and circulating a preliminary official statement, a notice of bond sale for the Bonds, or both, in the forms specified by the Director of Finance, or his designee. The Director of Finance or his designee is authorized to deem the official statement or preliminary official statement to be a "final" official statement on behalf of the City for the purposes of Rule 15(c)212 of the Securities and Exchange Commission.

Section 10. The Director of Finance shall, after arranging for the sale of the Bonds and after approval of the medium-term obligations by the Executive Director of the Department of Taxation of the State of Nevada, present the proposed final terms of the Bonds to the Board for its approval by adoption of the Bond Ordinance.

Section 11. The Council has adopted an appeal procedure in compliance with NRS §237.100 (subsection 4) which is attached hereto as Exhibit D. The Council hereby determines pursuant to NRS §237.080 that the Bond Ordinance authorizing the issuance of up to \$8,000,000 of the Bonds (to be adopted after the date of adoption of this Resolution) does not impose a direct and significant economic burden upon a business and does not directly restrict the formation, operation or expansion of a business.

Section 12. Howarth and Associates, a division of Zions First National Bank, is acting as the financial advisor to the City in connection with the sale of the Bonds. Pursuant to NRS 350.810 and MSRB Rule G-23, the Council hereby consents to receiving a bid on the Bonds from Zions First National Bank or any of its affiliates at a public sale for the purchase of the Bonds, and this consent shall constitute a written agreement required by NRS 350.810.

Section 13. The officers of the City be, and they hereby are, authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Resolution.

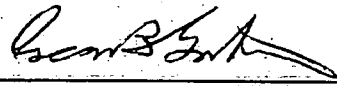
Section 14. All resolutions, or parts thereof, in conflict with the provisions of this Resolution, are hereby repealed to the extent only of such inconsistency. This repealer shall not be constructed to revive any resolution, or part thereof, heretofore repealed.

Section 15. If any section, paragraph, clause or other provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or other provision shall not affect any of the remaining provisions of this Resolution.

Section 16. This Resolution shall become effective upon passage and approval, except for Section 10 of this Resolution which shall become effective upon the approval hereof by the Executive Director of the Department of Taxation of the State of Nevada as provided in NRS 350.089, which approval shall be recorded in the minutes of the Council in conjunction with the adoption of the Bond Ordinance.

**PASSED AND ADOPTED AND APPROVED BY AN AFFIRMATIVE VOTE
OF AT LEAST TWO-THIRDS OF THE MEMBERS OF THE CITY COUNCIL OF THE
CITY OF LAS VEGAS, NEVADA, THIS AUGUST 2, 2000.**

(SEAL)



Mayor

Attest:



City Clerk

STATE OF NEVADA)
)
 CLARK COUNTY) ss.
)
 CITY OF LAS VEGAS)

I, Barbara Jo Ronemus, the duly chosen and qualified City Clerk of Las Vegas (the "City"), in the State of Nevada, do hereby certify:

1. The foregoing pages constitute a true, correct, complete and compared copy of a resolution adopted by the City Council of the City (the "Council") at a meeting held on August 2, 2000.

2. The adoption of the resolution was duly moved and seconded and the resolution was adopted by an affirmative vote of a two-thirds majority of the members of Council as follows:

Those Voting Aye:	Mayor:	Oscar Goodman
	Councilmembers:	Michael J. McDonald
		Gary Reese
		Larry Brown
		Lawrence Weekly
		Michael Mack

Those Voting Nay:

Those Absent:	Councilwoman	Lynette Boggs-McDonald
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3. The original of the resolution has been approved and authenticated by the signatures of the Mayor of the City and myself as acting City Clerk and has been recorded in the regular official record of the Council kept for that purpose in my office, which record has been duly signed by the officers and properly sealed.

4. All members of the Council were given due and proper notice of the meeting. Pursuant to § 241.020, Nevada Revised Statutes, written notice of the meeting was given not later than 9:00 a.m. on the third working days before the meeting including in the notice the time, place, location, and agenda of the meeting:

(a) By posting a copy of the notice at least three working days before the meeting at the principal office of the Council, or if

there is no principal office, at the building in which the meeting is to be held, and at least three (3) other separate, prominent places within the jurisdiction of the Council, to wit:

- (i) Court Clerk's Office Bulletin Board
City Hall Plaza
Las Vegas, Nevada
- (ii) City Hall Plaza
Special Outside Posting Bulletin Board
Las Vegas, Nevada
- (iii) Senior Citizens Center
Las Vegas, Nevada
- (iv) Clark County Government Center
500 South Grand Central Parkway
Las Vegas, Nevada
- (v) Downtown Transportation Center
Las Vegas, Nevada

and

(b) By mailing a copy of the notice to each person, if any, who has requested notice of the meetings of the Council in the same manner in which notice is required to be mailed to a member of the Council. Such notice was delivered to the postal service no later than 9:00 a.m. on the third working day prior to the meeting.

5. Upon request, the Council provides at no charge, at least one copy of the agenda for its public meetings, any proposed ordinance or regulation which will be discussed at the public meeting, and any other supporting materials provided to the Council for an item on the agenda, except for certain confidential materials and materials pertaining to closed meetings, as provided by law.

6. A copy of such notice so given of the meeting of the Council on December 4, 1996 is attached to this certificate as Exhibit "A". A copy of the affidavit of publication of the notice

of public hearing is attached hereto as Exhibit "B", and a copy of the minutes of the public hearing held on August 2, 2000, prior to adoption of the resolution is attached hereto as Exhibit "C".

IN WITNESS WHEREOF, I have hereunto set my hand on this August 2, 2000.

(SEAL)

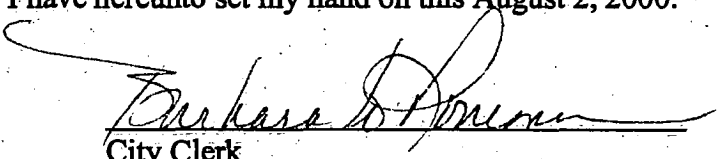

City Clerk

EXHIBIT "A"

(Attach Copy of Notice of Meeting)

City of Las Vegas

CITY COUNCIL AGENDA

AUGUST 2, 2000
TABLE OF CONTENTS

Ceremonial Matters	Pg 1
Business Items	Pg 2

CONSENT

Detention & Enforcement Department	Pg 2
Finance & Business Services	Pg 2 – 6
Human Resources Department	Pg 6
Neighborhood Services Department	Pg 6
Public Works Department	Pg 6 – 7

DISCUSSION

Administrative	Pg 8
City Attorney	Pg 8
Detention & Enforcement Department	Pg 8
Finance & Business Services	Pg 8
Planning & Development Department	Pg 8
Public Works Department	Pg 9
Resolutions	Pg 9
Boards & Commissions	Pg 9
Real Estate Committee Reports	Pg 9
Recommending Committee Reports (<i>Bills eligible for adoption at this meeting</i>)	Pg 9
New Bills	Pg 10

AFTERNOON

Public Hearings	Pg 10
Planning & Development	Pg 10 – 14
Addendum (<i>Item heard by Department</i>)	Pg 14
Citizens Participation	Pg 14

**CITY COUNCIL AGENDA****COUNCIL CHAMBERS • 400 STEWART AVENUE • PHONE 229-6011****CITY OF LAS VEGAS INTERNET ADDRESS: <http://www.ci.las-vegas.nv.us>****OSCAR B. GOODMAN, MAYOR (At-Large) • COUNCILMAN MICHAEL J. McDONALD, MAYOR PRO TEM (Ward 1)****COUNCILMEMBERS: GARY REESE (Ward 3), LARRY BROWN (Ward 4), LYNETTE BOGGS McDONALD (Ward 2),****LAWRENCE WEEKLY (Ward 5), MICHAEL MACK (Ward 6)**

Facilities are provided throughout City Hall for the convenience of persons with disabilities. For meetings held in the Council Chambers, sound equipment is available for persons with hearing impairments. If you need an accommodation to attend and participate in this meeting, please call the City Clerk's office at 229-6311 and advise of your need at least 48 hours in advance of the meeting. The City's TDD number is 386-9108.

AUGUST 2, 2000**Morning Session begins at 9:00 a.m.****Afternoon Session begins at 1:00 p.m.**

ALL ITEMS ON THIS AGENDA ARE SCHEDULED FOR ACTION UNLESS SPECIFICALLY NOTED OTHERWISE.

THESE PROCEEDINGS ARE BEING PRESENTED LIVE ON KCLV, CABLE CHANNEL 2. THE PROCEEDINGS WILL BE REBROADCAST ON KCLV CHANNEL 2 THE WEDNESDAY OF THE MEETING AT 8:00 PM AND ARE ALSO REBROADCAST ON FRIDAY AT 4:00 AM, SATURDAY AT 7:00 PM, SUNDAY AT 7:30 AM AND THE FOLLOWING MONDAY AT 10:00 AM

DUPLICATE AUDIO TAPES ARE AVAILABLE AT A COST OF \$5.00 PER TAPE AND DUPLICATE VIDEO TAPES ARE AVAILABLE AT A COST OF \$10.00 PER TAPE THROUGH THE CITY CLERK'S OFFICE.

NOTE: CELLULAR PHONES ARE TO BE TURNED OFF DURING COUNCIL MEETING.

CEREMONIAL MATTERS

- CALL TO ORDER
- ANNOUNCEMENT RE: COMPLIANCE WITH OPEN MEETING LAW
- INVOCATION - PASTOR SPENCER BARRETT, FIRST AFRICAN METHODIST EPISCOPAL CHURCH
- PLEDGE OF ALLEGIANCE
- RECOGNITION OF CITIZEN OF THE MONTH
- RECOGNITION OF THE CITY OF LAS VEGAS' CONTRIBUTION TO THE U.S. CENSUS
- RECOGNIZE THE NEVADA BOXING TEAM
- RECOGNIZE THE NEVADA TEEN DEMOCRATS CLUB

BUSINESS ITEMS

1. Any items from the morning session that the Council, staff, and/or the applicant wishes to be stricken or held in abeyance to a future meeting, may be brought forward and acted upon at this time
2. Approval of the Final Minutes by reference of the Regular City Council Meeting of July 5, 2000
3. Annual Regular meeting of the Member (City Council of the City of Las Vegas) of the City Centre Development Corporation (immediately following the Morning Session of City Council)
4. Discussion and possible action on the determination of compliance with Nevada Revised Statutes 237.030 et seq. (business impact analysis) regarding items on the City Council Agenda of August 2, 2000

CONSENT AGENDA

MATTERS LISTED ON THE CONSENT AGENDA ARE CONSIDERED TO BE ROUTINE AND HAVE BEEN RECOMMENDED FOR APPROVAL BY THE SUBMITTING DEPARTMENTS. ALL ITEMS ON THE CONSENT AGENDA MAY BE APPROVED IN A SINGLE MOTION. HOWEVER, IF A COUNCIL MEMBER SO REQUESTS, ANY CONSENT ITEM MAY BE MOVED TO THE DISCUSSION PORTION OF THE AGENDA AND OTHER ACTION, INCLUDING POSTPONEMENT OR DENIAL OF THE ITEM MAY TAKE PLACE.

DETENTION & ENFORCEMENT DEPARTMENT - CONSENT

5. Approval of a request for funds to the U.S. Department of Justice, under the FY99 SCAAP (State Criminal Alien Assistance Program) to assist local agencies incurring the costs of incarcerating undocumented criminal aliens (\$125,000 projected award - no matching funds)

FINANCE & BUSINESS SERVICES DEPARTMENT - CONSENT

6. Approval of Service and Material Checks/Payroll Checks/Wire Transfers/Other Checks and Investments
7. Approval of a Special Event Liquor License for Mr. D's Sportsbar & Grill, Location: 1810 South Rainbow Blvd., Date: August 26, 2000, Type: Special Event General, Responsible Person in Charge: Del Bunch - Ward 1 (M. McDonald)
8. Approval of a new Beer/Wine/Cooler Off-Sale Liquor License subject to the provisions of the fire codes and Health Dept. regulations, Car Spa (TH) Warm Springs and Valley View, LLC, dba Car Spa, 3650 West Sahara Avenue, Car Spa (TH) Holdings, LLC, Mgr, Mmbr, 100%, Car Spa, Inc., Mgr, Mmbr, 100%, Jerry E. Herbst, Dir, 50%, Alexander W. Rangos, Pres, 24.3%, John G. Rangos, Jr., 14.3%, Gerald W. B. Weber, VP, Secy, Treas, .5%, Terrible Herbst, Inc., Mmbr, Jerry E. Herbst, Dir, Pres, 100% - Ward 1 (M. McDonald)
9. Approval of a new Beer/Wine/Cooler Off-Sale Liquor License, Trader Joe's Company, dba Trader Joe's, 7575 West Washington Ave., Suite 117, John V. Shields, Jr., Dir, COB, CEO, Daniel T. Bane, Pres, Leroy D. Watson, Dir, SVP, Randall G. Scoville, CFO, Mary E. Genest, Dir, Secy, Treas, David R. Radcliffe, Regional Mgr, T.A.C.T. Holding, Inc., 100%, John V. Shields, Jr., Dir, Pres, Leroy D. Watson, Dir, SVP, Mary E. Genest, Asst Secy - Ward 2 (L.B. McDonald)
10. Approval of Change of Ownership and Business Name for a Beer/Wine/Cooler Off-Sale Liquor License, From: Prestige Stations, Inc., dba AM/PM Mini Market #5052, Robert A. Milliken, Jr., VP, To: Big Daddy's Oil, LLC, dba Charleston AM/PM, 3885 East Charleston Blvd., Francois Alvandi, Mgr, Mmbr, 42.5%, Robert Alvandi, Mmbr, 28.75%, Romeo Alvandi, Mmbr, 28.75% - Ward 3 (Reese)

FINANCE & BUSINESS SERVICES DEPARTMENT - CONSENT

11. Approval of Change of Ownership and Business Name for a Beer/Wine/Cooler Off-Sale Liquor License, From: Prestige Stations, Inc., dba AM/PM Mini Market #5057, Robert A. Milliken, Jr., VP, To: Big Daddy's Oil, LLC, dba Oakey AM/PM, 1619 Las Vegas Blvd., South, Francois Alvandi, Mgr, Mmbr, 42.5%, Robert Alvandi, Mmbr, 28.75%, Romeo Alvandi, Mmbr, 28.75% - Ward 3 (Reese)
12. Approval of Change of Ownership and Business Name for a Beer/Wine Cooler Off-Sale Liquor License, From: Terrible Herbst, Inc., dba ARCO AM/PM Mini Market, Jerry E. Herbst, Dir, Pres, CEO, 100%, To: Nevada Car Wash Properties, LLC, dba Terrible's, 11 North Nellis Blvd., Car Spa (TH) Holdings, LLC, Mmbr, 100%, Car Spa, Inc., Mgr, Mmbr, 100%, Jerry E. Herbst, Dir, 50%, Alexander W. Rangos, Pres, 24.3%, John G. Rangos, Jr., 14.3%, Gerald W. B. Weber, VP, Secy, Treas, .5%, Terrible Herbst, Inc., Mmbr, Jerry E. Herbst, Dir, Pres, 100%, CVID Nevada, Inc., Mgr, Alexander W. Rangos, Sole Officer, 100% - Ward 3 (Reese).
13. Approval of Change of Ownership and Business Name for a Beer/Wine/Cooler Off-Sale Liquor License, From: Terrible Herbst, Inc., dba ARCO AM/PM #188, Jerry E. Herbst, Dir, Pres, 100%, Edward J. Herbst, Dir, VP, Timothy P. Herbst, Dir, VP, Troy D. Herbst, Dir, VP, To: Las Vegas Car Wash Investments, LLC, dba Terrible's, 7500 West Cheyenne Ave., Car Spa (TH) Holdings, LLC, Mmbr, 100%, Car Spa, Inc., Mgr, Mmbr, 100%, Jerry E. Herbst, Dir, 50%, Alexander W. Rangos, Pres, 24.3%, John G. Rangos, Jr., 14.3%, Gerald W. B. Weber, VP, Secy, Treas, .5%, Terrible Herbst, Inc., Mmbr, Jerry E. Herbst, Dir, Pres, 100%, ARAN Las Vegas, Inc., Mgr, Alexander W. Rangos, Sole Officer, 100% - Ward 4 (Brown)
14. Approval of Change of Ownership and Business Name for a Beer/Wine/Cooler Off-Sale Liquor License, From: Terrible Herbst, Inc., dba Terrible's #156, Jerry E. Herbst, Dir, Pres, CEO, 100%, To: Nevada Car Wash Properties, LLC, dba Terrible's, 109 South Rainbow Blvd., Car Spa (TH) Holdings, LLC, Mmbr, 100%, Car Spa, Inc., Mgr, Mmbr, 100%, Jerry E. Herbst, Dir, 50%, Alexander W. Rangos, Pres, 24.3%, John G. Rangos, Jr., 14.3%, Gerald W. B. Weber, VP, Secy, Treas, .5%, Terrible Herbst, Inc., Mmbr, Jerry E. Herbst, Dir, Pres, 100%, CVID Nevada, Inc., Mgr, Alexander W. Rangos, Sole Officer, 100% - Ward 2 (L.B. McDonald)
15. Approval of Change of Ownership and Business Name for a Beer/Wine/Cooler Off-Sale Liquor License, From: Terrible Herbst, Inc., dba Terrible's #184, Jerry E. Herbst, Dir, Pres, 100%, Edward J. Herbst, Dir, VP, Timothy P. Herbst, Dir, VP, Troy D. Herbst, Dir, VP, To: Las Vegas Car Wash Investments, LLC, dba Terrible's, 8590 West Lake Mead Blvd., Car Spa (TH) Holdings, LLC, Mmbr, 100%, Car Spa, Inc., Mgr, Mmbr, 100%, Jerry E. Herbst, Dir, 50%, Alexander W. Rangos, Pres, 24.3%, John G. Rangos, Jr., 14.3%, Gerald W. B. Weber, VP, Secy, Treas, .5%, Terrible Herbst, Inc., Mmbr, Jerry E. Herbst, Dir, Pres, 100%, ARAN Las Vegas, Inc., Mgr, Alexander W. Rangos, Sole Officer, 100% - Ward 2 (L.B. McDonald)
16. Approval of Change of Ownership and Business Name for a Beer/Wine/Cooler Off-Sale Liquor License, From: Terrible Herbst, Inc., dba Terrible's #166, Jerry E. Herbst, Dir, Pres, 100%, Edward J. Herbst, Dir, VP, Timothy P. Herbst, Dir, VP, Troy D. Herbst, Dir, VP, To: Nevada Car Wash Properties, LLC, dba Terrible's, 7800 West Sahara Ave., Car Spa (TH) Holdings, LLC, Mmbr, 100%, Car Spa, Inc., Mgr, Mmbr, 100%, Jerry E. Herbst, Dir, 50%, Alexander W. Rangos, Pres, 24.3%, John G. Rangos, Jr., 14.3%, Gerald W. B. Weber, VP, Secy, Treas, .5%, Terrible Herbst, Inc., Mmbr, Jerry E. Herbst, Dir, Pres, 100%, CVID Nevada, Inc., Mgr, Alexander W. Rangos, Sole Officer, 100% - Ward 1 (M. McDonald)
17. Approval of Officer for Package Liquor Licenses, Raley's, a California Corporation, dba Raley's Store: #135, 1421 North Jones Blvd.; #139, 9200 West Sahara Ave.; #142, 3864 West Sahara Ave., William J. Coyne, Secy - Ward 1 (M. McDonald)
18. Approval of Officer for Package Liquor Licenses, Raley's, a California Corporation, dba Raley's Store: #140, 8570 West Lake Mead Blvd.; #145, 120 South Rainbow Blvd., William J. Coyne, Secy - Ward 2 (L.B. McDonald)
19. Approval of Officer for Package Liquor Licenses, Raley's, a California Corporation, dba Raley's Store: #136, 3160 North Rainbow Blvd.; #141, 4821 West Craig Rd., William J. Coyne, Secy - Ward 4 (Brown)
20. Approval of Officer for a Package Liquor License, Raley's, a California Corporation, dba Food Source Store #133, 1570 North Eastern Ave., William J. Coyne, Secy - Ward 5 (Weekly)

FINANCE & BUSINESS SERVICES DEPARTMENT - CONSENT

21. Approval of Managers for Package Liquor Licenses, Raley's, a California Corporation, dba Raley's Store: #135, 1421 North Jones Blvd.; #139, 9200 West Sahara Ave.; #142, 3864 West Sahara Ave., Vincent R. Testa, Regional Dir, Michael G. Bauer, Dist Mgr - Ward 1 (M. McDonald)
22. Approval of Managers for Package Liquor Licenses, Raley's, a California Corporation, dba Raley's Store: #140, 8570 West Lake Mead Blvd.; #145, 120 South Rainbow Blvd., Vincent R. Testa, Regional Dir, Michael G. Bauer, Dist Mgr - Ward 2 (L.B. McDonald)
23. Approval of Managers for Package Liquor Licenses, Raley's, a California Corporation, dba Raley's Store: #136, 3160 North Rainbow Blvd.; #141, 4821 West Craig Rd., Vincent R. Testa, Regional Dir, Michael G. Bauer, Dist Mgr - Ward 4 (Brown)
24. Approval of Managers for a Package Liquor License, Raley's, a California Corporation, dba Food Source Store #133, 1570 North Eastern Ave., Vincent R. Testa, Regional Dir, Michael G. Bauer, Dist Mgr - Ward 5 (Weekly)
25. Approval of Officers and Manager for a Package Liquor License, Trader Joe's Company, dba Trader Joe's, 2101 South Decatur Blvd., Suite 25, Daniel T. Bane, Pres, Randall G. Scoville, CFO, David R. Radcliffe, Regional Mgr, Area Mgr - Ward 1 (M. McDonald)
26. Approval of Manager for a Tavern Liquor License, Romacorp, Inc., dba Tony Roma's A Place For Ribs, 620 East Sahara Ave., Eric J. Ostrowski, Gen Mgr - Ward 3 (Reese)
27. Approval of a new Restricted Gaming License for 6 slots, Venchito H. Cortez, dba Fong's Garden Café de Manila, 2021 East Charleston Blvd., Venchito H. Cortez, 100%, Approved by the Nevada Gaming Commission on July 27, 2000 - Ward 3 (Reese)
28. Approval of a new Restricted Gaming License for 7 slots, Short Line Operations, LLC, dba Short Line Express Market, 6698 Sky Pointe Drive, Duane L. Shields, Mgr, Ernest A. Becker, Jr., Mgr, Robert M. Morton, II, Mgr, The Ernest A. Becker IV and Kathleen C. Becker Family Trust, Mmbr, 33 1/3%, Ernest A. Becker, Jr., Trustee, Kathleen R. Becker, Trustee, Duane L. Shields & MaryEllen Shields Family Trust, Mmbr, 33 1/3%, Duane L. Shields, Trustee, MaryEllen Shields, Trustee, AMS 1998 Trust, Mmbr, 33 1/3%, Robert M. Morton, II, Trustee, Approved by the Nevada Gaming Commission on July 27, 2000 - Ward 6 (Mack)
29. Approval of a new Slot Operator Space Lease Location Non-Restricted Gaming License, Las Vegas Gaming Company, db at Moulin Rouge Hotel, 900 West Bonanza Rd., Approved by the Nevada Gaming Commission on July 27, 2000 - Ward 5 (Weekly)
30. Approval of a new Slot Operator Space Lease Location Restricted Gaming License for 15 slots, Market Gaming, Inc., db at Vons #1688, 820 South Rampart, Approved by the Nevada Gaming Commission on July 27, 2000 - Ward 2 (L.B. McDonald)
31. Approval of a new Slot Operator Space Lease Location Restricted Gaming License for 5 slots, Westronics, Inc., db at Lil Deuce Coupe Café, 1624 West Oakey Blvd., Approved by the Nevada Gaming Commission on May 25, 2000 - Ward 3 (Reese)
32. Approval of a new Burglar Alarm Service License, Christopher Fanelli, dba I. T. G., 2150 South Highland Drive, Christopher N. Fanelli, 100% - Ward 1 (M. McDonald)
33. Approval of a new Independent Massage Therapist License, Richard L. Gray II, dba Richard L. Gray II, 8309 West Washburn Road, Richard L. Gray II, 100% - Ward 6 (Mack)
34. Approval of a new Independent Massage Therapist License, Stephanie Larsen, dba Stephanie Larsen, 6808 Dorita Avenue, #101, Stephanie L. Larsen, 100% - Ward 6 (Mack)
35. Approval of a new Independent Massage Therapist License, Israel Anthony Moreno, dba Israel Anthony Moreno, 9229 Magic Flower Avenue, Israel A. Moreno, 100% - Ward 4 (Brown)

FINANCE & BUSINESS SERVICES DEPARTMENT - CONSENT

36. Approval of a new Independent Massage Therapist License, Brady C. Nevius, dba Brady C. Nevius, 7310 Smoke Ranch Road, Suite M, Brady C. Nevius, 100% - Ward 4 (Brown)
37. Approval of a new Independent Massage Therapist License, Christopher Scott, dba Christopher Scott, 5424 Comchec Way, #103, Christopher D. Scott, 100% - Ward 6 (Mack)
38. Approval of a new Independent Massage Therapist License, Erika Seime, dba Erika Seime, 2601 Grand Canyon Drive, Unit 1077, Erika L. Seime, 100% - Ward 2 (L.B. McDonald)
39. Approval of a new Independent Massage Therapist License, Diane Somerville, dba Diane I. Somerville, 5132 Sugarfoot Avenue, Diane I. Somerville, 100% - Ward 1 (M. McDonald)
40. Approval of a new Independent Massage Therapist License, Rosemarie Testa, dba Rosemarie Testa, 740 Vera Dell Court, Rosemarie Testa, 100% - Ward 3 (Reese)
41. Approval of a new Independent Massage Therapist License, Issarin Sayavong, dba Issarin Sayavong, 2016 Orchard Valley Drive, Issarin Sayavong, 100% - (County)
42. Approval of Change of Location for an Independent Massage Therapist License, Thomas Bogle, dba Hands On Therapeutic Massage of Las Vegas, From: 7480 Mountainboro Lane, To: 3935 Jeffrey's Street, Thomas E. Bogle, 100% - (County)
43. Approval of Change of Location for an Independent Massage Therapist License subject to the provisions of the planning and fire codes, Nadia Broadaway, dba Nadia Broadaway, From: 6530 Annie Oakley Drive, #2828, To: 4480 East Charleston Blvd., Nadia Broadaway, 100% - Ward 3 (Reese)
44. Approval of Change of Location for an Independent Massage Therapist License, Charlotte Smith, dba Charlotte Smith, From: 717 South Eighth Street, To: 7220 Westbrook Avenue, Charlotte Smith, 100% - (County)
45. Approval of Change of Location for an Independent Massage Therapist License, Melinda G. Turlington, dba Progressive Wellness & Relaxation, From: 3230 East Flamingo Road, Unit 525, To: 4040 Boulder Highway, Unit 2030, Melinda G. Turlington, 100% - (County)
46. Approval of Change of Business Name for an Independent Massage Therapist License, Tracy Hite, dba From: Tracy Hite, To: TGH Massage, 10705 Primrose Arbor Avenue, Tracy Hite, 100% - Ward 2 (L.B. McDonald)
47. Approval of Change of Location for a Psychic Arts and Astrology License subject to the provisions of the planning and fire codes, Annie Phillips, dba Annie Phillips, From: 1151 South Buffalo Drive, Suite 120, To: 2101 South Decatur Blvd., Suite 16, Annie Phillips, 100% - Ward 1 (M. McDonald)
48. Approval of withdrawal of bids and award of Bid Number 000082-KF, annual requirements contract for printing paper and envelopes - various departments - Award recommended to: VARIOUS VENDORS (Estimated annual aggregate amount of \$200,000 - General Fund)
49. Approval of the issuance of a purchase order for the purchase of four (4) GO-4 Model BT-57 Interceptor three-wheel scooters (TG) - Department of Public Works - Award recommended to: WHITE BEAR SALES INC. (\$76,000 - Internal Service Fund)
50. Approval of award of Bid Number 00.1730.30-LED, Smoke Ranch Road sanitary sewer improvements; and approve the construction conflicts and contingency reserve set by Finance and Business Services - Department of Public Works - Award recommended to: TRADE WEST CONSTRUCTION (\$68,060 - Capital Projects Fund)
51. Approval of the issuance of a purchase order for the purchase of two (2) LifePak12 defibrillator/monitors with 3D biphasic technology (TG) - Department of Fire Services - Award recommended to: MEDTRONIC PHYSIO-CONTROL (\$48,742.50 - General Fund)

FINANCE & BUSINESS SERVICES DEPARTMENT - CONSENT

52. Approval of the issuance of a purchase order for database subscription and published legal materials for the City Attorney's Office (TB) - Office of the City Attorney - Award recommended to West Group (Estimated amount of \$42,000 - General Fund)
53. Preapproval of Bid Number 00.1730.31-RC, Stewart Avenue parking garage-utility relocation, to the lowest responsive and responsible bidder; and approve the construction conflicts and contingency reserve set by Finance and Business Services - Department of Public Works (Engineer's estimate \$750,000 - Capital Projects Fund)
54. Approval of confirmation of award of Bid Number 00.1730.34-RC, Sahara Avenue sanitary sewer replacement; and approve the construction conflicts and contingency reserve set by Finance and Business Services - Department of Public Works - Award Recommended to: WELLS CARGO, INC. (\$1,571,694.95 - Enterprise Fund)

HUMAN RESOURCES DEPARTMENT - CONSENT

55. Approval of payment for a permanent partial disability award - Claim #9907-21 as required under workers' compensation statutes (\$33,441 from the Workers' Compensation Internal Service Fund)
56. Approval to convert hourly Intern 3 to a regular Sr. Architectural Technician position (\$34,647 - General Fund)
57. Approval of payment for a permanent partial disability award - Claim #9012-27 as required under the workers' compensation statutes (\$48,363 from the Workers' Compensation Internal Service Fund)

NEIGHBORHOOD SERVICES DEPARTMENT - CONSENT

58. Approval of the revised Neighborhood Services Department Neighborhood Development Division City of Las Vegas Single Family Residential Rehabilitation Program

PUBLIC WORKS DEPARTMENT - CONSENT

59. Approval of a Grant Deed from 21 Stars LTD., a Nevada Limited Liability Company for a portion of the Northwest Quarter (NW 1/4) of Section 32, T20S, R60E, M.D.M., for dedication of rights-of-way located on Alta Drive, west of Rampart Boulevard (6-26-00) 138-32-201-003 - Ward 2 (L.B. McDonald)
60. Approval of a Grant Deed from The Shade Tree, Incorporated, a non-profit corporation for a portion of the Northeast Quarter (NE 1/4) of Section 27, T20S, R61E, M.D.M., for an additional right-of-way dedication located on the southwest corner of Owens Avenue and Main Street (6-29-00) 139-27-502-008 - Ward 5 (Weekly)
61. Approval of a Right of Way Grant for Drainage Purposes from Peccole Ranch Partnership, a Nevada General Partnership for a portion of the Northwest Quarter (NW 1/4) of Section 5, T21S, R60E, M.D.M., for a drainage easement located on the south side of Charleston Boulevard and the west side of Fort Apache Road (6-29-00) 163-05-110-002 - Ward 2 (L.B. McDonald)
62. Approval of a Right of Way Grant for Sight Visibility Restriction Purposes from The Shade Tree, Incorporated, a non-profit corporation for a portion of the Northeast Quarter (NE 1/4) of Section 27, T20S, R61E, M.D.M., for a sight visibility restriction easement located on the southwest corner of Owens Avenue and Main Street (6-29-00) 139-27-502-008 - Ward 5 (Weekly)
63. Approval of a Right of Way Grant for Ingress and Egress Purposes from the Shade Tree, Incorporated, a non-profit corporation for a portion of the Northeast Quarter (NE 1/4) of Section 27, T20S, R61E, M.D.M., for an ingress and egress easement located on the southwest corner of Owens Avenue and Main Street (6-29-00) 139-27-502-008 - Ward 5 (Weekly)

PUBLIC WORKS DEPARTMENT - CONSENT

64. Approval of a Right of Way Grant for Pedestrian Walkway Purposes from 21 Stars LTD., a Nevada Limited Liability Company for a portion of the Northwest Quarter (NW 1/4) of Section 32, T20S, R60E, M.D.M., for a pedestrian walkway easement located on Alta Drive west of Rampart Boulevard (6-26-00) 138-32-201-003 - Ward 2 (L.B. McDonald)
65. Approval to appraise and purchase or condemn easement parcels for the US95/Rancho Drive Sewer Improvements Project - Alta Drive to Cheyenne Avenue (\$50,000 - City Sanitary Sewer Fund) - Ward 1 (M. McDonald) and Ward 5 (Weekly)
66. Approval to appraise and purchase or condemn right-of-way parcels for the Hualapai/Alexander Improvements Project - Cheyenne Avenue to Grand Canyon Drive (\$300,000 - Clark County Regional Transportation Commission) - Ward 4 (Brown)
67. Approval to appraise and purchase or condemn right-of-way and easement parcels for the Smoke Ranch Road Improvements Project - Buffalo Drive to Jones Boulevard (\$12,000 - Clark County Regional Transportation Commission) - Ward 4 (Brown) and Ward 6 (Mack)
68. Approval of encroachment request for Pentacore Engineering on behalf of Triopoly, LLC, owner (Northwest corner of Garces Avenue and Casino Center Boulevard) - Ward 3 (Reese)
69. Approval to appraise and purchase or condemn right-of-way and traffic easement parcels at the intersection of Cheyenne Avenue and Fort Apache Road (\$40,000 - Donation Trust Fund) - Ward 4 (Brown)
70. Approval of a Grant Deed from Peccole Ranch Partnership, a Nevada General Partnership for a portion of the Northwest Quarter (NW 1/4) of Section 5, T21S, R60E, M.D.M., for dedication of additional rights-of-way located on the southwest corner of Charleston Boulevard and Fort Apache Road (7-10-00) 163-05-197-011 - Ward 2 (L.B. McDonald)
71. Approval of a Right of Way Grant for Sewer Purposes from Southwest Homes - LM, L.L.C., a Nevada limited liability company for a portion of the Southeast Quarter (SE 1/4) of Section 33, T19S, R60E, M.D.M., for sewer easements located east of Cimarron Road, between La Madre Way and Lone Mountain Road (previously recorded in the office of the Recorder, Clark County, Nevada in Book 20000714, as Instrument No. 00317) (7-10-00) 125-33-810-001 through 029 - Ward 6 (Mack)
72. Approval of an Interlocal Agreement with Clark County for Special Improvement District No. 1476 Town Center Loop Road (Frontage Road east from Elkhorn to Tenaya and Frontage Road west from Elkhorn to Centennial Parkway) - Ward 6 (Mack)
73. Approval of a Professional Services Agreement with Tate & Snyder Architects for Master Planning and Design Services for the West Service Center Field Operation Center Facilities and Master Planning of the undeveloped areas, West and East Service Centers materials storage and handling facility (\$786,380 Sanitation Fund) - Ward 4 (Brown)
74. Approval of a Professional Services Agreement with Orion Engineering and Surveying, Inc., for design services for Alta Drive West (\$196,380 - Street Rehab Fund) - Ward 1 (M. McDonald)
75. Approval of the final phase of the Neighborhood Renaissance Project (\$640,550 - Neighborhood Renaissance Project Fund) - all Wards
76. Approval of a Professional Services Agreement with JMA Architectural Studios for the design of a new image facility for the East Las Vegas Neighborhood/Senior Center, located at 250 North Eastern Avenue, on approximately (3.6) acres of vacant improved ground, bounded by Eastern and Stewart Avenue (\$606,650 - Community Development Block Grant Fund) - Ward 3 (Reese)

DISCUSSION / ACTION ITEMS**ADMINISTRATIVE - DISCUSSION**

77. Discussion and possible ratification of Lesa Coder as Director of the Office of Business Development (\$102,500 - General Fund)

CITY ATTORNEY - DISCUSSION

78. Discussion and possible action on Appeal of Work Card Denial: Carolyn Michele Joyner, 1410 South 13th Street, Las Vegas, NV 89104
79. Discussion and possible action on Appeal of Work Card Denial: Shirley Jean Carter, 1401 Wintergreen Drive, Las Vegas, NV 89128
80. Discussion and possible action on Appeal of Work Card Denial: Rick Allen Gipson, 3000 Linkview Drive, Las Vegas, NV 89134
81. Discussion and possible action to approve Ground Lease Estoppel Certificate for Lady Luck Gaming Corporation Parking Garage Lease

DETENTION & ENFORCEMENT DEPARTMENT - DISCUSSION

82. Discussion and possible action to increase parking meter fees from \$0.50 to \$1 per hour (\$865,936 projected annual revenue - Enterprise Fund)

FINANCE & BUSINESS SERVICES DEPARTMENT - DISCUSSION

83. Discussion and possible action regarding a new Supper Club Liquor License subject to the provisions of the planning and fire codes and Health Dept. regulations, Monsoon II, LLC, dba Monsoon Pan Asian Bistro, 8991 West Sahara Ave., Stavros K. Kritikos, Mmbr, Mgr, 40%, Christos Kapotis, Mmbr, 30%, Konstantinos Demertzis, Mmbr, 30% (NOTE: To be heard in afternoon session in conjunction with Item #124 - Special Use Permit # U-0075-00) - Ward 2 (L.B. McDonald)
84. Discussion and possible action regarding a new Escort Bureau License, Bleu Limited, dba Bleu, 652 Peachy Canyon Circle, Unit 103, Jeffrey G. Schoor, Mmbr, 50%, Cynthia L. Steinman, Mmbr, 50% - Ward 2 (L.B. McDonald)

PLANNING & DEVELOPMENT DEPARTMENT - DISCUSSION

85. Report by Clarion Associates, consultants to the Southern Nevada Regional Planning Coalition (SNRPC), on the status of the Regional Policy Plan currently under development

PUBLIC WORKS DEPARTMENT - DISCUSSION

86. Discussion and possible action regarding Sewer Connection and Interlocal Contract with Clark County Sanitation District - Stantec Consulting, Inc. on behalf of Clark County, Owner, (Southwest corner of Lone Mountain Road and Durango Drive-Mountain Crest Park) - (County)
87. Discussion and possible action of a engineering design services agreement with Post, Buckley, Schuh, and Jernigan, Inc. regarding an Impact Fee Feasibility Study for assessing and collecting development impact fees (\$213,920 General Fund) - Impacts all Wards

RESOLUTIONS - DISCUSSION

88. R-83-2000 - Discussion and possible action regarding a resolution authorizing medium-term obligations in an amount of up to \$8,000,000, for the purpose of acquiring, constructing and improving a building project for the City; directing the officers of the City to forward materials to the Department of Taxation of the State of Nevada; providing certain details in connection therewith; authorizing the sale of the City of Las Vegas, Nevada, General Obligation Medium-Term Building Bonds in the maximum aggregate principal amount of \$8,000,000; and providing the effective date hereof - Ward 3 (Reese) (NOTE: This item will be trailed to be heard after the related Public Hearing in the Afternoon Session, Item #101)

BOARDS & COMMISSIONS - DISCUSSION

89. ABEYANCE ITEM - AUDIT OVERSIGHT COMMITTEE - Bill Martin - Term Expiration 6/8/2000
90. ABEYANCE ITEM - AUDIT OVERSIGHT COMMITTEE - Scott Higginson - Term Expiration 12/7/2000 (Resigned)
91. PLANNING COMMISSION - Marilyn Moran - Term Expiration 8/19/2000

REAL ESTATE COMMITTEE REPORTS - DISCUSSION

92. ABEYANCE ITEM - Discussion and possible action to enter into negotiations with Keenan Properties, Inc., for the sale of City property identified as parcel number 139-28-801-011, located at Bonanza Road and I-15 for expansion of adjacent storage facilities - Ward 5 (Weekly)

RECOMMENDING COMMITTEE REPORTS - DISCUSSION**BILLS ELIGIBLE FOR ADOPTION AT THIS MEETING**

93. Bill No. 2000-54 - Annexation No. A-52-99(A) -- Property Located: On the northwest corner of Buffalo Drive and Gowan Road; Petitioned By: Regent Assisted Living, Inc.; Acreage: Approximately 5.27 acres; Zoned: R-E (County Zoning), U (L) (City Equivalent). Sponsored by: Councilman Larry Brown
94. Bill No. 2000-55 - Annexation No. A-57-99(A) -- Property Located: On the northwest corner of Torrey Pines Drive and Brooks Avenue; Petitioned By: Anthony DeSalvo Trust; Acreage: Approximately 0.76 acres; Zoned: R-E (County Zoning), R-E (City Equivalent). Sponsored by: Councilman Michael Mack
95. Bill No. 2000-58 - Establishes the Department of Field Operations and revises the means of establishing divisions within the various City departments. Proposed by: Douglas Selby, Deputy City Manager
96. Bill No. 2000-59 - Amends the Zoning Code to allow certain types of open air vending as a conditional use. Sponsored by: Councilwoman Lynette Boggs McDonald

NEW BILLS

THERE IS NO PUBLIC COMMENT ON THESE ITEMS. NEW BILLS ARE READ INTO THE RECORD AND REFERRED TO RECOMMENDING COMMITTEE FOR A SEPARATE HEARING TO RECEIVE PUBLIC TESTIMONY BEFORE ACTION BY THE COUNCIL AT A LATER MEETING. EXCEPTION: EMERGENCY BILLS.

97. Bill No. 2000-60 – Repeals the provision of the Municipal Code that prohibits certain businesses from tipping taxicab drivers for the delivery of passengers. Sponsored by: Mayor Oscar B. Goodman
98. Bill No. 2000-61 – Amends Ordinance No. 5165, relating to the annexation of property located on the southwest corner of Durango Drive and Centennial Parkway, to correct a portion of a legal description contained therein. Sponsored by: Councilman Larry Brown
99. Bill No. 2000-62 – Adopts the Las Vegas 2020 Master Plan. Proposed by: Willard Tim Chow, Director of Planning and Development

1:00 P.M. - AFTERNOON SESSION

100. Any items from the afternoon session that the Council, staff, and/or the applicant wishes to be stricken or held in abeyance to a future meeting, may be brought forward and acted upon at this time

PUBLIC HEARINGS - DISCUSSION

101. 1:00 P.M. TIME CERTAIN - Public hearing regarding the issuance of medium-term financing for the community/senior center project – Ward 3 (Reese) (NOTE: This item will be followed by the related Resolution, R-83-2000, trailed from the Morning Session, Item #88)
102. ABEYANCE ITEM - A hearing to consider the appeal from the Notice and Order to Make Repairs filed by Marion D. Bennett regarding the property located at 1616 Luning Dr. PROPERTY OWNER: MARION D. BENNETT, Ward 5 (Weekly)
103. Public hearing to consider the report of expenses to recover costs in the amount of \$1,490.40 for abatement of dangerous building located at 919 S Casino Center Blvd. PROPERTY OWNER: ROBERT H. PARKER TRS, Ward 3 (Reese)

PLANNING & DEVELOPMENT DEPARTMENT

The items listed below, where appropriate, have been reviewed by the various City departments relative to requirements for storm drainage and flood control, connection to sanitary sewer, traffic circulation, and building and fire regulations. Their comments and/or recommendations and requirements have been incorporated into the action.

DISCUSSION/ACTION ITEMS

104. APPEAL OF DIRECTOR'S INTERPRETATION – Appeal filed by George Cromer, Esq., on behalf of William Stojack, regarding a Director's Interpretation in which it was found that the storage of military vehicles on residential property located at 1820 W. Mesquite Avenue is not a permitted use (APN: 139-28-410-098), R-1 (Single Family Residential) Zone, Ward 5 (Weekly). Staff recommends DENIAL
105. ABEYANCE ITEM - EXTENSION OF TIME - U-0014-99(1) - CAR SPA WARM SPRINGS VALLEY VIEW ON BEHALF OF CAR SPA, INC. - Request for an Extension of Time on an approved Special Use Permit FOR THE SALE OF BEER AND WINE FOR OFF-PREMISE CONSUMPTION at 3650 West Sahara Avenue (APN: 162-05-402-002), C-1 (Limited Commercial) Zone, Ward 1 (M. McDonald). The Planning Commission (6-0 vote) and staff recommend APPROVAL

PLANNING & DEVELOPMENT DEPARTMENT – DISCUSSION

- 106.ABEYANCE ITEM - EXTENSION OF TIME - U-0020-99(1) - CAR SPA WARM SPRINGS VALLEY VIEW ON BEHALF OF CAR SPA, INC. - Request for an Extension of Time on an approved Special Use Permit FOR A FULL SERVICE CAR WASH, MINOR AUTO REPAIR FACILITY, AND A SERVICE STATION at 3650 West Sahara Avenue (APN: 162-05-402-002), C-1 (Limited Commercial) Zone, Ward 1 (M. McDonald). The Planning Commission (6-0 vote) and staff recommend APPROVAL
- 107.EXTENSION OF TIME - Z-0099-98(1) - TRIPLE FIVE DEVELOPMENT - Request for an Extension of Time for an approved Rezoning From: U (Undeveloped) Zone [PCD (Planned Community Development) General Plan Designation] under Resolution of Intent to PD (Planned Development) on 2.86 Acres on the south side of Craig Road, approximately 990 feet west of Vegas Vista Trail, (APN: 137-01-701-001), Ward 4 (Brown). The Planning Commission (7-0 vote) and staff recommend APPROVAL
- 108.ABEYANCE ITEM - SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - SD-0033-00 - ASTORIA IRON MOUNTAIN, LIMITED LIABILITY COMPANY ON BEHALF OF ASTORIA HOMES - Request for a Site Development Plan Review FOR A PROPOSED 118 LOT SINGLE FAMILY SUBDIVISION on 28.76 Acres on the north side of Iron Mountain Road, east of Fort Apache Road, (APN's: 125-05-401-001, 125-05-403-001, 125-05-404-003), U (Undeveloped) Zone [PCD (Planned Community Development) General Plan Designation] under Resolution of Intent to R-PD3 (Residential Planned Development - 3 Units per Acre), Ward 6 (Mack). The Planning Commission (4-0-2 vote) and staff recommend APPROVAL
- 109.SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - Z-0033-97(16) - CITY OF LAS VEGAS - Request for a Site Development Plan Review FOR A PROPOSED CITY PARK (METRO PARK) on 24.9 acres on the south side of Gowan Road, approximately 1,320 feet east of Hualapai Way (APN: 138-07-301-005 and 138-07-401-009), C-V (Civic) Zone under Resolution of Intent to PD (Planned Development), Ward 4 (Brown). The Planning Commission (7-0 vote) and staff recommend APPROVAL
- 110.SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - Z-0076-98(15) - TULE SPRINGS PLAZA, LIMITED LIABILITY COMPANY - Request for a Site Development Plan Review FOR A 381,750 SQUARE FOOT COMMERCIAL CENTER on 41.02 acres on the southwest corner of the intersection of Farm Road and Tule Springs Road (APN: 125-17-702-002), TC (Town Center) Zone, Ward 6 (Mack). The Planning Commission (4-0-3 vote) and staff recommend APPROVAL
- 111.ABEYANCE ITEM - VARIANCE - PUBLIC HEARING - V-0018-00 - TONOPAH PARTNERS, LIMITED LIABILITY COMPANY ON BEHALF OF LIGHTS OF LAS VEGAS, INC. - Appeal filed by Laurich Properties from the Denial by the Hearings Officer of a request by Tonopah Partners, Limited Liability Company on behalf of Lights of Las Vegas, Inc. for a Variance TO ALLOW A FREE-STANDING GROUND SIGN TO BE 25 FEET TALL WHERE 12 FEET IS THE MAXIMUM HEIGHT ALLOWED, AND TO ALLOW THE SIGN TO BE 132 SQUARE FEET IN SIZE WHERE 48 SQUARE FEET IS THE MAXIMUM SIZE ALLOWED BY THE DEVELOPMENT STANDARDS FOR THE LAS VEGAS MEDICAL DISTRICT at 2100 West Charleston Boulevard (APN: 139-32-804-013), P-D (Planned Development) Zone, Ward 5 (Weekly). The Hearings Officer and staff recommend DENIAL. NOTE: THIS APPLICATION WAS MODIFIED AT THE JULY 19, 2000 CITY COUNCIL MEETING FROM A REQUEST FOR A VARIANCE TO A REQUEST FOR A WAIVER
- 112.ABEYANCE ITEM - VARIANCE - PUBLIC HEARING - V-0024-00 - JULIAN SUAREZ - Appeal filed by Julian Suarez from the Denial by the Hearings Officer of his request for a Variance TO ALLOW AN EXISTING ADDITION TO A SINGLE FAMILY HOME TO HAVE A ZERO FOOT SIDE YARD SETBACK WHERE FIVE FEET IS THE MINIMUM SIDE YARD SETBACK ALLOWED at 800 East St. Louis Avenue (APN: 162-03-810-002), R-1 (Single Family Residential) Zone, Ward 3 (Reese). The Hearings Officer and staff recommend DENIAL
- 113.VARIANCE - PUBLIC HEARING - V-0031-00 - WILSHIRE PLAZA DEVELOPMENT COMPANY - Request for a Variance TO ALLOW THIRTY-SEVEN (37) PARKING SPACES WHERE SIXTY-FIVE (65) ARE THE MINIMUM PARKING SPACES REQUIRED FOR A PROPOSED BANQUET FACILITY at 5243 West Charleston Boulevard Suites 2 and 3 (APN: 163-01-501-007), C-1 (Limited Commercial) Zone, Ward 1 (M. McDonald). Staff recommends DENIAL. The Planning Commission (7-0) vote recommends APPROVAL

PLANNING & DEVELOPMENT DEPARTMENT – DISCUSSION

114. SPECIAL USE PERMIT RELATED TO V-0031-00 - PUBLIC HEARING - U-0077-00 - WILSHIRE PLAZA DEVELOPMENT COMPANY - Request for a Special Use Permit FOR A BANQUET FACILITY at 5243 West Charleston Boulevard Suites 2 and 3 (APN: 163-01-501-007), C-1 (Limited Commercial) Zone, Ward 1 (M. McDonald). Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL
115. VARIANCE - PUBLIC HEARING - V-0032-00 - CITY OF LAS VEGAS HOUSING AUTHORITY - Request for a Variance TO ALLOW A MINIMUM LOT SIZE OF TWO THOUSAND SIX HUNDRED SQUARE FEET (2,600) WHERE SIX THOUSAND FIVE HUNDRED SQUARE FEET (6,500) IS REQUIRED FOR A PROPOSED 75-LOT RESIDENTIAL SUBDIVISION on 8.88 acres on the northwest corner of the intersection of 28th Street and Sunrise Avenue (APN: 139-36-303-003), R-2 (Medium-Low Density Residential) Zone, Ward 3 (Reese) [Previously noticed as Ward 5 (Weekly)]. The Planning Commission (6-0-1 vote) and staff recommend APPROVAL
116. VARIANCE - PUBLIC HEARING - V-0034-00 - CITY OF LAS VEGAS HOUSING AUTHORITY - Request for a Variance TO ALLOW A FIFTEEN FOOT (15') SETBACK IN THE FRONT YARD WHERE TWENTY FEET (20') IS THE MINIMUM SETBACK REQUIRED; AND TO ALLOW A ZERO FOOT (0') SETBACK IN THE SIDE YARD WHERE FIVE FEET (5') IS THE MINIMUM SETBACK REQUIRED; AND TO ALLOW A TEN FOOT (10') SETBACK IN THE REAR YARD WHERE TWENTY FEET (20') IS THE MINIMUM SETBACK REQUIRED IN CONJUNCTION WITH A 75-LOT RESIDENTIAL SUBDIVISION on 8.88 acres on the northwest corner of the intersection of 28th Street and Sunrise Avenue (APN: 139-36-303-003), R-2 (Medium-Low Density Residential) Zone, Ward 3 (Reese) [Previously noticed as Ward 5 (Weekly)]. The Planning Commission (6-0-1 vote) and staff recommend APPROVAL
117. TWO YEAR REQUIRED REVIEW - SPECIAL USE PERMIT - PUBLIC HEARING - U-0027-93(2) - OXFORD CONSTRUCTION COMPANY - Required Two Year Review on an approved Special Use Permit which allowed a 14 foot x 48 foot off-premise advertising (billboard) sign at 940 South Decatur Boulevard (APN: 138-36-802-009), C-1 (Limited Commercial) Zone, Ward 1 (M. McDonald). The Planning Commission (6-0-1 vote) and staff recommend APPROVAL
118. TWO YEAR REQUIRED REVIEW - SPECIAL USE PERMIT - PUBLIC HEARING - U-0025-98(1) - SAXTON CORPORATION ON BEHALF OF LEVITZ PLAZA, LIMITED LIABILITY COMPANY - Two Year Required Review on an approved Special Use Permit which allowed a 672 square foot, 74 foot high off-premise advertising sign (billboard) at 73 South Martin Luther King Boulevard (APN: 139-33-510-002), M (Industrial) Zone, Ward 5 (Weekly). Staff recommends APPROVAL
119. ABEYANCE ITEM - FIVE YEAR REQUIRED REVIEW - SPECIAL USE PERMIT - PUBLIC HEARING - U-0020-95(1) - MAXINE FLORES ON BEHALF OF FAITH MEDIA - Appeal filed by Kummer Kaempfer Bonner & Renshaw from the Denial by the Planning Commission of a Required Five Year Review on an approved Special Use Permit which allowed a 14 foot x 48 foot off-premise advertising (billboard) sign at 3205 North Tenaya Way (APN: 138-10-411-002), C-1 (Limited Commercial) Zone, Ward 4 (Brown). The Planning Commission (4-1-1) vote and staff recommend DENIAL
120. FIVE YEAR REQUIRED REVIEW - SPECIAL USE PERMIT - PUBLIC HEARING - U-0036-95(1) - FOSTER DAY CORPORATION ON BEHALF OF LAMAR OUTDOOR ADVERTISING COMPANY - Required Five Year Review on an approved Special Use Permit which allowed a 14 foot x 48 foot off-premise advertising (billboard) sign at 2401 North Decatur Boulevard (APN: 138-13-801-083), C-1 (Limited Commercial) Zone, Ward 5 (Weekly). The Planning Commission (5-0-2 vote) and staff recommend APPROVAL
121. FIVE YEAR REQUIRED REVIEW - SPECIAL USE PERMIT - PUBLIC HEARING - U-0052-95(1) - AMBER INVESTMENT COMPANY ON BEHALF OF LAMAR OUTDOOR ADVERTISING COMPANY - Required Five Year Review on an approved Special Use Permit which allowed a 14 foot x 48 foot off-premise advertising (billboard) sign at 336 West Sahara Avenue (APN: 162-04-807-002), C-1 (Limited Commercial) Zone, Ward 3 (Reese). The Planning Commission (6-0-1 vote) and staff recommend APPROVAL

PLANNING & DEVELOPMENT DEPARTMENT – DISCUSSION

122. FIVE YEAR REQUIRED REVIEW - SPECIAL USE PERMIT - PUBLIC HEARING - U-0055-95(1) - HAROLD LOOMIS, ET AL ON BEHALF OF LAMAR OUTDOOR ADVERTISING COMPANY - Required Five Year Review on an approved Special Use Permit which allowed a 14 foot x 48 foot off-premise advertising (billboard) sign at 2560 South Highland Drive (APN: 162-09-110-020), M (Industrial) Zone, Ward 3 (Reese). The Planning Commission (7-0 vote) and staff recommend APPROVAL
123. ABEYANCE ITEM - SPECIAL USE PERMIT - PUBLIC HEARING - U-0067-00 - PINE DEVELOPMENT, INC. ON BEHALF OF SPRINT PCS - Appeal filed by Spectrum Surveying and Engineering from the Denial by the Planning Commission of a request by Pine Development, Inc. on behalf of Sprint PCS for a Special Use Permit FOR AN EIGHTY (80) FOOT HIGH WIRELESS COMMUNICATION MONOPOLE at 602 North Rainbow Boulevard (APN: 138-26-301-004), C-1 (Limited Commercial) Zone, Ward 1 (M. McDonald). Staff recommends APPROVAL. The Planning Commission (4-1-1 vote) recommends DENIAL
124. ABEYANCE ITEM - SPECIAL USE PERMIT - PUBLIC HEARING - U-0075-00 - FRESH LAKES LV LIMITED LIABILITY COMPANY - Request for a Special Use Permit FOR A PROPOSED SUPPER CLUB at 8991 West Sahara Avenue (APN: 163-08-120-032), U (Undeveloped) Zone [SC (Service Commercial) General Plan Designation] under Resolution of Intent to C-1 (Limited Commercial), Ward 2 (L. B. McDonald). (NOTE: This item to be heard in conjunction with Morning Session Item #83.) The Planning Commission (5-0-2 vote) and staff recommend APPROVAL
125. SPECIAL USE PERMIT - PUBLIC HEARING - U-0074-00 - LAFAYETTE MOSELEY - Request for a Special Use Permit and Site Development Plan Review FOR A 4,040 SQUARE FOOT CHURCH TO REPLACE AN EXISTING CHURCH; AND FOR A WAIVER OF THE LANDSCAPING REQUIREMENTS on 0.33 acre on the northwest corner of the intersection of Madison Avenue and "C" Street (APN: 139-27-211-006 and 007), R-4 (High Density Residential) Zone, Ward 5 (Weekly). The Planning Commission (6-1 vote) and staff recommend APPROVAL
126. SPECIAL USE PERMIT - PUBLIC HEARING - U-0076-00 - LEONARD SCHWINGDORF - Request for a Special Use Permit for the SALE OF BEER AND WINE FOR OFF-PREMISE CONSUMPTION IN CONJUNCTION WITH A PROPOSED CONVENIENCE STORE at 1518 Scotland Lane (APN: 162-04-404-014), M (Industrial) Zone, Ward 3 (Reese). The Planning Commission (7-0 vote) and staff recommend APPROVAL
127. ABEYANCE ITEM - REZONING - PUBLIC HEARING - Z-0007-00 - EWING BROS., INC. - Request for a Rezoning FROM: C-2 (General Commercial) TO: C-M (Commercial/Industrial) of 14.35 acres at 300 West Owens Avenue (APN: 139-22-404-001, 003, and 004), PROPOSED USE: TOWING AND IMPOUND YARD, Ward 5 (Weekly). Staff recommends APPROVAL. The Planning Commission (6-0 vote) recommends DENIAL
128. REZONING - PUBLIC HEARING - Z-0025-00 - CHARLEY L. DICKEY, IV - Request for a Rezoning FROM: R-1 (Single Family Residential) TO: P-R (Professional Offices and Parking) of 0.14 acres at 3715 Vegas Drive (APN: 139-30-514-041), PROPOSED USE: OFFICE, Ward 5 (Weekly). The Planning Commission (7-0 vote) and staff recommend APPROVAL
129. REZONING - PUBLIC HEARING - Z-0042-00 - ROLANDO HERNANDEZ - Request for a Rezoning FROM: R-1 (Single Family Residential) TO: P-R (Professional Office and Parking) on 0.17 acre at 324 South Jones Boulevard (APN: 138-36-210-006), PROPOSED USE: OFFICE, Ward 1 (M. McDonald). The Planning Commission (7-0 vote) and staff recommend APPROVAL
130. SITE DEVELOPMENT PLAN REVIEW RELATED TO Z-0042-00 - PUBLIC HEARING - Z-0042-00(1) AND Z-0002-95(2) - ROLANDO HERNANDEZ - Request for a Site Development Plan Review for a PROPOSED 2,031 SQUARE FOOT OFFICE ADDITION; AND FOR A WAIVER OF LANDSCAPE REQUIREMENTS on 0.34 acres at 320 South Jones Boulevard and 324 South Jones Boulevard (APN: 138-36-210-005 and 006), R-1 (Single Family Residential) under Resolution of Intent to P-R (Professional Offices and Parking) and R-1 (Single Family Residential) [PROPOSED P-R (Professional Offices and Parking)], Ward 1 (M. McDonald). The Planning Commission (7-0 vote) and staff recommend APPROVAL

PLANNING & DEVELOPMENT DEPARTMENT – DISCUSSION

131.SET DATE ON ANY APPEALS FILED OR REQUIRED PUBLIC HEARINGS FROM THE CITY PLANNING COMMISSION AND HEARINGS OFFICER MEETINGS AND DANGEROUS BUILDINGS OR NUISANCE/LITTER ABATEMENTS

ADDENDUM**CITIZENS PARTICIPATION**

Items raised under this portion of the City Council Agenda cannot be deliberated or acted upon until the notice provisions of the Open Meeting Law have been met. If you wish to speak on a matter not listed on the agenda, please step up to the podium and clearly state your name and address. In consideration of others, avoid repetition, and limit your comments to no more than three (3) minutes. To ensure all persons equal opportunity to speak, each subject matter will be limited to ten (10) minutes.

THIS MEETING HAS BEEN PROPERLY NOTICED AND POSTED AT THE FOLLOWING LOCATIONS:

Downtown Transportation Center, City Clerk's Posting Board
Senior Citizen Center, 450 E. Bonanza Road
Clark County Government Center, 500 S. Grand Central Parkway
Court Clerk's Office Bulletin Board, City Hall Plaza
City Hall Plaza, Special Outside Posting Bulletin Board

EXHIBIT "B"

(Attach Affidavit of Publication)

RECEIVED
CITY CLERK

2000 AUG -3 P 2:39

AFFP DISTRICT COURT
Clark County, Nevada

AFFIDAVIT OF PUBLICATION

STATE OF NEVADA)
COUNTY OF CLARK)

SS:

LaToyce Warren, being 1st duly sworn, deposes and says:

That she is the Legal Clerk for the Las Vegas Review-Journal and the Las Vegas Sun, daily newspapers regularly issued, published and circulated in the City of Las Vegas, County of Clark, State of Nevada, and that the advertisement, a true copy attached for,

LV CITY CLERK
1332881

2296311LV

was continuously published in said Las Vegas Review Journal and/or Las Vegas Sun in 1 edition(s) of said newspaper issued from 07/21/00 to 07/21/2000, on the following days: JULY 21, 2000

NOTICE OF HEARING AND OF
INTENTION TO AUTHORIZE
A MEDIUM TERM
OBLIGATION BY THE
CITY OF LAS VEGAS, NEVADA

NOTICE is hereby given that the City Council of the City of Las Vegas, Nevada (the "Council" and "City", respectively) will hold a public hearing at 1:00 p.m. on August 2, 2000 at the City Council Chambers, Las Vegas City Hall Complex, 400 Stewart Avenue, Las Vegas, Nevada to act upon a resolution authorizing medium-term financing of the City in the maximum principal amount of \$5,000,000 to enable the Council to pay all or a portion of the cost of acquiring, constructing, reconstructing, improving and equipping a building project in the City as defined in NRS 268.576, including without limitation, a building to accommodate a community/senior center for the City.

The loan is not proposed to be repaid in whole or in part by the levy of a tax exempt from the limitations on taxes ad valorem, but is to be repaid from legally available funds of the City, including, without limitation, monies derived from ad valorem taxes in the City's general fund, estimated to average approximately \$1,300,000 per year.

The form of the resolution authorizing such medium term financing, to be considered by the Council after such hearing and other information concerning such medium term obligation and the purpose for which it is proposed to be used, may be examined in the office of the City Clerk, City Hall Complex, 400 Stewart, Las Vegas, Nevada. All persons are invited to attend and to be heard regarding the proposed action. Prior to the hearing, written comments may be filed with the City Clerk at the aforementioned address.

Publication Date: July 21, 2000.

By order of the City Council of the City of Las Vegas, Nevada, this July 19, 2000.

/s/ Barbara Jo Ronemus
City Clerk
PUB: July 21, 2000
Las Vegas Review-Journal

Signed:

LaToyce Warren

SUBSCRIBED AND SWORN BEFORE ME THIS THE

24

day of July 2000

Mary B. Sheffield

Notary Public

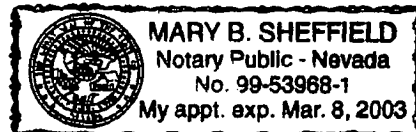


EXHIBIT "C"

(Minutes of Public Hearing)

City of Las Vegas

Agenda Item No. 101

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: AUGUST 2, 2000****DEPARTMENT: FINANCE AND BUSINESS SERVICES****DIRECTOR: MARK R. VINCENT**☐**CONSENT**☒**DISCUSSION****SUBJECT:**

1:00 P.M. TIME CERTAIN - Public hearing regarding the issuance of medium-term financing for the community/senior center project – Ward 3 (Reese) (**NOTE: This item will be followed by the related Resolution, R-83-2000, trailed from the Morning Session, Item #88**)

Fiscal Impact☐**No Impact****Amount: \$8,000,000**☒**Budget Funds Available****Dept./Division: Neighborhood Services**☐**Augmentation Required****Funding Source: Bond Proceeds****PURPOSE/BACKGROUND:**

The issuance of these bonds was authorized following discussion at the April 19, 2000 City Council Meeting. This resolution changes the bond term from 20 to 10 years (medium term). Community Development Block Grants (CDBG) have been pledged for the debt service on these bonds, which is estimated to be approximately \$1,300,000 per year.

RECOMMENDATION:

It is recommended that the City Council authorize the issuance of the bonds following the public hearing.

BACKUP DOCUMENTATION:

Resolution R-83-2000 - Medium-Term Community/Senior Center Bond Authorization Resolution

MOTION:

PUBLIC HEARING HELD – NO MOTION REQUIRED

MINUTES:

MAYOR GOODMAN declared the Public Hearing open.

MARK VINCENT, Director, Finance and Business Services, explained that this item relates to the bond issue for the new center located at the former Armory site. The City is looking at having a municipal auction of these bonds and the City of Las Vegas may be the first agency in the State of Nevada to do so.

*City of Las Vegas***Agenda Item No. 101**

CITY COUNCIL MEETING OF AUGUST 2, 2000

Finance and Business Services

Item 101 – Public hearing regarding issuance of medium-term financing for the community/senior center project

MINUTES – Continued:TODD FARLOW, 240 N. 19th Street, urged the City Council to approve the item.

MAYOR GOODMAN declared the Public Hearing closed.

(1:10 – 1:12)

3-45

EXHIBIT "D"

(Attach Copy of AB 486 Appeal Procedure)

G:\WP\DOCS\02204\097\AUTHRES.WPD

City of Las Vegas

Agenda Item No.: 89

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: AUGUST 2, 2000****DEPARTMENT: CITY CLERK****DIRECTOR: BARBARA JO (RONI) RONEMUS** ☐ **CONSENT** ☒ **DISCUSSION****SUBJECT:****BOARDS & COMMISSIONS****ABEYANCE ITEM - AUDIT OVERSIGHT COMMITTEE - Bill Martin - Term Expiration 6/8/2000****Fiscal Impact**☒ **No Impact****Amount:**☐ **Budget Funds Available****Dept./Division:**☐ **Augmentation Required****Funding Source:****PURPOSE/BACKGROUND:**

The City of Las Vegas Audit Oversight Committee was created by City Council Resolutions R-49-98 and R-117-98 for the purpose of overseeing various aspects of the City's internal audit function. Two members must be specifically identified members of the City Council and three members must be from the community-at-large. No member shall serve more than two terms. At the June 7, 2000 Council Meeting, Mayor Goodman reappointed Councilman McDonald and appointed a new community-at-large member on July 19, 2000. One community-at-large appointment is pending.

RECOMMENDATION:

Procedure for this Committee is appointment by the Mayor subject to ratification by the City Council. Options are to reappoint the above member or to appoint a new community-at-large citizen.

BACKUP DOCUMENTATION:

Current City of Las Vegas Audit Oversight Committee Listing and Authority

MOTION:

GOODMAN - ABEYANCE to 8/16/2000 - UNANIMOUS with L.B. McDONALD excused

MINUTES:

MAYOR GOODMAN indicated that MR. MARTIN enjoyed serving on this Committee so much that he wrote him a letter stating that he would like to continue to serve on the Committee in some capacity. He indicated he would be holding this matter in abeyance for two weeks.

There was no further discussion.

(11:04 - 11:05)

2-1034

7-21-2000

CITY OF LAS VEGAS AUDIT OVERSIGHT COMMITTEE
--

<u>MEMBERS</u>	<u>ADDRESS</u>	<u>ZIP CODE</u>	<u>ORIGINAL APPT.</u>	<u>TERM EXPIRES</u>
1) MAYOR OSCAR GOODMAN	400 E. Stewart	89101	6/28/1999	6/28/2001
2) COUNCILMAN MICHAEL McDONALD	400 E. Stewart	89101	6/8/1998	6/8/2002
3) SCOTT HIGGINSON V.P. GOVERNMENT & PUBLIC AFFAIRS DEL WEBB CORPORATION MEMBER OF COMMUNITY-AT-LARGE	9555 Del Webb Blvd.	89134	12/7/1998	12/7/2000 (Resigned)
4) MICHAEL J. NOVICK MEMBER OF COMMUNITY-AT-LARGE	3800 Howard Hughes Pkwy. Ste. 800	89109	7/19/2000	7/19/2003
5) BILL MARTIN, PRESIDENT PIONEER CITIZENS BANK MEMBER OF COMMUNITY-AT-LARGE	4170 S. Maryland Pkwy.	89119	6/8/1998	6/8/2000

AUTHORITY: Created by Resolution R-49-98, 5-26-98 (Member Amendment - Resolution R-117-98, 12-7-98).

MEMBERS: 5 MEMBERS appointed by the Mayor subject to ratification by the City Council
(Two specifically identified members of the City Council and three members of the community-at-large)

TERM: Members shall each serve a term of two years, or until a successor is appointed.
Members may be removed and replaced by the Mayor, subject to Council ratification

NOTES: NO CITY RESIDENCY REQUIREMENT
LIMIT TO NUMBER OF TERMS WHICH MAY BE SERVED (No member shall serve more than two terms which shall include any unexpired term if applicable.)
NO FINANCIAL DISCLOSURE REQUIRED

PURPOSE: The Committee shall have responsibility and authority to perform the following:

Review and evaluate public reports generated by the internal audit function;

Evaluate the general effectiveness of the audit program no less often than annually;

Discuss potential audit assignments and give direction to the City Manager and City Auditor concerning current assignments and anticipated assignments for the upcoming twelve months;

As individual Committee members and as deemed appropriate, interview applicants for the position of City Auditor and, as a Committee, provide recommendations with regard to the appointment;

Provide recommendations concerning potential changes to the City Charter concerning the audit function;

Oversee and reinforce compliance to the City's Internal Audit Policy; and

Provide such other guidance as necessary in promoting the effectiveness of the audit function.

MEETINGS: The Committee shall meet with the City Auditor and City Manager not less than once per quarter; meetings are subject to the provisions of the Open Meeting Law.

City of Las Vegas

Agenda Item No.: 90

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: AUGUST 2, 2000****DEPARTMENT: CITY CLERK****DIRECTOR:**

BARBARA JO (RONI) RONEMUS

☐

CONSENT

☒

DISCUSSION

SUBJECT:

BOARDS & COMMISSIONS

ABEYANCE ITEM - AUDIT OVERSIGHT COMMITTEE - Scott Higginson - Term
Expiration 12/7/2000 (Resigned)

Fiscal Impact☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division:

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

The City of Las Vegas Audit Oversight Committee was created by City Council Resolutions R-49-98 and R-117-98 for the purpose of overseeing various aspects of the City's internal audit function. Mr. Higginson has filled one of the three community-at-large positions on this Committee. Due to his resignation, it will be necessary to fill his unexpired term. On July 19, 2000, Mayor Goodman requested this appointment be held in abeyance to August 2, 2000.

RECOMMENDATION:

Procedure for this Committee is appointment by the Mayor subject to ratification by the City Council. It will be necessary to appoint a new citizen to fill this community-at-large seat.

BACKUP DOCUMENTATION:

Current City of Las Vegas Audit Oversight Committee Listing and Authority
Mr. Higginson's letter of resignation

MOTION:

GOODMAN - Motion to APPOINT BILL MARTIN, Pioneer Citizens Bank, 4170 S. Maryland Parkway, Las Vegas, NV 89119 - UNANIMOUS with L.B. McDONALD excused

Clerk to notify

MINUTES:

There was no discussion.

(11:05)

2-1074

7-21-2000

CITY OF LAS VEGAS AUDIT OVERSIGHT COMMITTEE
--

<u>MEMBERS</u>	<u>ADDRESS</u>	<u>ZIP CODE</u>	<u>ORIGINAL APPT.</u>	<u>TERM EXPIRES</u>
1) MAYOR OSCAR GOODMAN	400 E. Stewart	89101	6/28/1999	6/28/2001
2) COUNCILMAN MICHAEL McDONALD	400 E. Stewart	89101	6/8/1998	6/8/2002
3) SCOTT HIGGINSON V.P. GOVERNMENT & PUBLIC AFFAIRS DEL WEBB CORPORATION MEMBER OF COMMUNITY-AT-LARGE	9555 Del Webb Blvd.	89134	12/7/1998	12/7/2000 (Resigned)
4) MICHAEL J. NOVICK MEMBER OF COMMUNITY-AT-LARGE	3800 Howard Hughes Pkwy. Ste. 800	89109	7/19/2000	7/19/2003
5) BILL MARTIN, PRESIDENT PIONEER CITIZENS BANK MEMBER OF COMMUNITY-AT-LARGE	4170 S. Maryland Pkwy.	89119	6/8/1998	6/8/2000

AUTHORITY: Created by Resolution R-49-98, 5-26-98 (Member Amendment - Resolution R-117-98, 12-7-98).

MEMBERS: 5 MEMBERS appointed by the Mayor subject to ratification by the City Council
(Two specifically identified members of the City Council and three members of the community-at-large)

TERM: Members shall each serve a term of two years, or until a successor is appointed.
Members may be removed and replaced by the Mayor, subject to Council ratification

NOTES: NO CITY RESIDENCY REQUIREMENT
LIMIT TO NUMBER OF TERMS WHICH MAY BE SERVED (No member shall serve more than two terms which shall include any unexpired term if applicable.)
NO FINANCIAL DISCLOSURE REQUIRED

PURPOSE: The Committee shall have responsibility and authority to perform the following:

- Review and evaluate public reports generated by the internal audit function;
- Evaluate the general effectiveness of the audit program no less often than annually;
- Discuss potential audit assignments and give direction to the City Manager and City Auditor concerning current assignments and anticipated assignments for the upcoming twelve months;
- As individual Committee members and as deemed appropriate, interview applicants for the position of City Auditor and, as a Committee, provide recommendations with regard to the appointment;
- Provide recommendations concerning potential changes to the City Charter concerning the audit function;
- Oversee and reinforce compliance to the City's Internal Audit Policy; and
- Provide such other guidance as necessary in promoting the effectiveness of the audit function.

MEETINGS: The Committee shall meet with the City Auditor and City Manager not less than once per quarter; meetings are subject to the provisions of the Open Meeting Law.

Del Webb Corporation

Scott Higginson

Vice President

Government Affairs

May 26, 2000

Mayor Oscar B. Goodman
City Hall, 10th Floor
400 East Stewart Avenue
Las Vegas, Nevada 89101

Chairman Bill Martin
Nevada State Bank
P.O. Box 990
Las Vegas, Nevada 89125-0990

Dear Mayor Goodman and Chairman Martin,

As you are aware my duties with the Del Webb Corporation have recently been expanded and now include responsibility for the government affairs functions throughout our company. We currently operate in seven states and also have significant interests in Washington, D.C. These duties require me to travel extensively and at times leave unexpectedly for out-of-town trips.

Therefore, much to my dismay, I must submit this letter of resignation from my position as a member of the City of Las Vegas Audit Oversight Committee.

I've tried to attend as many meetings as my schedule would allow. Unfortunately the days of our meetings have never seemed to correspond with my hectic travel schedule. As much as I would enjoy continuing to volunteer and serve the City, my inability to participate fully in my responsibilities as a member of this important committee is not fair to you and other committee members and the City itself.

I wish you both success in this important oversight responsibility.

Sincerely,


SCOTT HIGGINSON
Vice President
Government Affairs

RECEIVED
CITY CLERK

2000 JUN 26 A 10:49

Bill

City of Las Vegas

Agenda Item No.: 91

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: AUGUST 2, 2000

DEPARTMENT: CITY CLERK**DIRECTOR:** BARBARA JO (RONI) RONEMUS ☐ CONSENT ☒ DISCUSSION**SUBJECT:**

BOARDS & COMMISSIONS

PLANNING COMMISSION – Marilyn Moran – Term Expiration 8/19/2000

Fiscal Impact

☐	No Impact	Amount: \$50 per meeting attended
☒	Budget Funds Available	Dept./Division: Planning & Development
☐	Augmentation Required	Funding Source: General Fund

PURPOSE/BACKGROUND:

The term of office for Mrs. Marilyn Moran on the Planning Commission will be expiring on August 19, 2000. Mrs. Moran was a member of the Planning Commission prior to the enactment of Ordinance 5193, which revised the expiration of members' terms to run concurrent with the term of the elected official recommending their appointment. Further, Las Vegas Municipal Code 2.44.020(C), which was left intact by Ordinance 5193, limits the number of terms that may be served to two consecutive 4-year terms. Mrs. Moran has served for eight consecutive years and is therefore ineligible for reappointment. To date, Councilmen McDonald, Reese, Brown and Mack have coterminous appointments pending.

RECOMMENDATION:

Appointment by Councilman McDonald, Reese, Brown or Mack of a coterminous member to the Planning Commission

BACKUP DOCUMENTATION:

Current Planning Commission Listing and Authority

MOTION:

REESE – Motion to APPOINT MR. LANNY LITTLEFIELD, (Reese's coterminous appointment), 3213 Contesa Circle, Las Vegas, NV 89101 – UNANIMOUS with L.B. McDONALD excused

Clerk to notify

MINUTES:

COUNCILMAN REESE stated that MS. MORAN enjoyed serving on the Planning Commission and she was always very studious. He would like to present her with a certificate of appreciation.

*City of Las Vegas***Agenda Item No.: 91**

CITY COUNCIL MEETING OF AUGUST 2, 2000

Boards and Commission

Item 91 – Planning Commission

MINUTES – Continued:

COUNCILMAN McDONALD added that MS. MORAN served beyond her duties and was very involved. Her husband is also very active in the community. He too would like to express his sincere appreciation.

NOTE: COUNCILMAN REESE directed CITY MANAGER VALENTINE to schedule an item on the agenda to recognize former Planning Commission members MARILYN MORAN and MARK SOLOMON.

There was no further discussion.

(11:05 – 11:08)

2-1092

2-16-2000

PLANNING COMMISSION

<u>MEMBERS</u>	<u>ADDRESS</u>	<u>ZIP CODE</u>	<u>ORIGINAL APPT.</u>	<u>TERM EXPIRES</u>
1. GALATI, CRAIG (Vice Chairman) (Brown's recommendation)	7701 Constanco Ave., #104 (Ward 2)	28	9-8-97	9-8-2001
2. GORDON, HANK (L. McDonald recommendation)	2500 W. Sahara Ave, Suite 211 (Ward 2)	02	12-21-98 (reapp. 1-19-2000 as coterminous appointment)	6-2001
3. GOYNES, BYRON A. (Weekly's recommendation)	6424 Eagle Point Rd. (Ward 6)	08	2-16-00 (appointed as coterminous appointment)	6-2001
4. BUCKLEY, MICHAEL E. (Chairman) (Adamsen's recommendation) (McDonald's reappointment)	3773 Howard Hughes Pkwy. (Ward 1) (residential conf. by request)	09	8-17-94 Effec. 8-19-94 Reap. 8-19-98	8-19-2002
5. MORAN, MARILYN (Hawkins' recommendation) (Reese's reappointment)	2500 Pinto Lane (Ward 1)	07	8-19-92 (reapp. 8/7/96)	8-19-2000
6. TRUESDELL, RICK (Mayor's recommendation)	201 Las Vegas Blvd. S. #250 9412 Tournament Canyon Dr. (Ward 5)	01 44	1-19-2000 (appointed as coterminous appointment)	6-2003
7. QUINN, STEPHEN P. (McDonald's recommendation)	350 S. Rancho Dr. (Ward 1)	06	8-7-96 (Reappt. 8/18/99)	9-6-2003

AUTHORITY: NRS 278 - L.V.M.C. 2.44
(11-15-95 Ord. 3940, Bill 95-73, removed restriction that PC members could hold no other public office - this restriction was previously removed by the legislature from NRS.)

TERM: 4 years (limited to 2 full terms; no former member who has completed two full terms will be eligible for appointment until at least two years from term expiration have elapsed.) (LVMC 2.44.020; 1-19-2000 Ord. 5193, Revised the expiration of members' terms to run concurrent with the term of the elected official recommending their appointment)
Must fill unexpired terms.

COMPENSATION: \$50.00 per meeting attended

APPOINTED: 7 Members appointed by the Mayor w/approval of Council, upon the recommendation of the Council member for that coterminous appointment (Appointees may not be members of the elected governing body - NRS 278.040)

NOTES: MUST BE CLV RESIDENT.
FINANCIAL DISCLOSURE REQUIRED (both CLV and State).

MEETINGS: Meets 2nd & 4th Thursday of each month, 6:00 PM, Council Chambers. (Briefing 5:15 P.M.)

PURPOSE: The Planning Commission is advisory to the City Council on matters related to zoning and other related issues and serves as a final action board for Tentative and Final Maps.

City of Las Vegas

Agenda Item No.: 92

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: AUGUST 2, 2000****DEPARTMENT: PUBLIC WORKS****DIRECTOR: RICHARD D. GOECKE**☐**CONSENT**☒**DISCUSSION****SUBJECT:**

REPORT FROM REAL ESTATE COMMITTEE - Councilmen Mack & Weekly

ABEYANCE ITEM - Discussion and possible action to enter into negotiations with Keenan Properties, Inc., for the sale of City property identified as parcel number 139-28-801-011, located at Bonanza Road and I-15 for expansion of adjacent storage facilities - Ward 5 (Weekly)

Fiscal Impact☒**No Impact****Amount:**☐**Budget Funds Available****Dept./Division:**☐**Augmentation Required****Funding Source:****PURPOSE/BACKGROUND:**

This is a vacant parcel of land that the City has no current plans for. Keenan Properties, Inc., has sent the City an unsolicited letter, offering to purchase this property (approximately 0.136 acres) from the City to expand their storage facilities adjacent to their property.

RECOMMENDATION:

Staff recommends approval

BACKUP DOCUMENTATION:

Site map

MOTION:

WEEKLY - APPROVED as recommended - **UNANIMOUS** with **L.B. McDONALD** excused

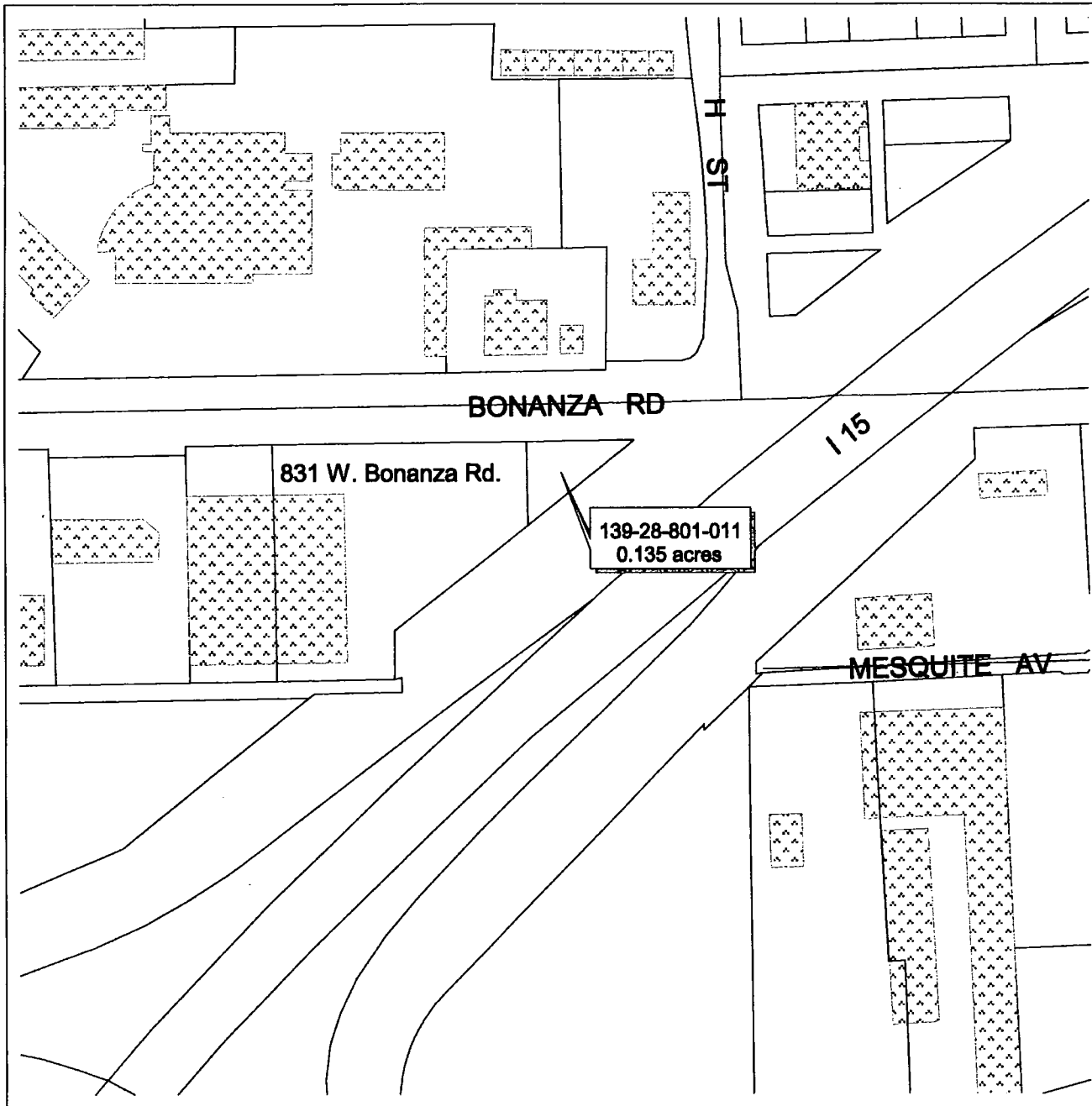
MINUTES:

JOHN McNELLIS, Deputy Director, Public Works Department, indicated that the item includes permission to staff to enter into negotiations for the possible sale of a piece of property in Ward 5. The Real Estate Committee recommended approval.

There was no further discussion.

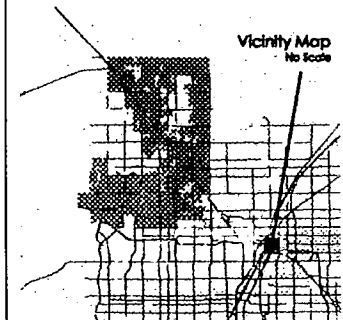
(11:08 - 11:09)

2-1187



Site Map

- Street Centerline
- Building Footprints
- City of Las Vegas
- Parcels
- Right of Way



Real Estate & Asset Management



Date of Data: 2000/02/09

City of Las Vegas

Agenda Item No.: 93

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: AUGUST 2, 2000

DEPARTMENT: CITY ATTORNEY**DIRECTOR: BRADFORD R. JERBIC**☐**CONSENT**☒**DISCUSSION****SUBJECT:****RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT THIS MEETING:**

Bill No. 2000-54 – Annexation No. A-52-99(A) -- Property Located: On the northwest corner of Buffalo Drive and Gowan Road; Petitioned By: Regent Assisted Living, Inc.; Acreage: Approximately 5.27 acres; Zoned: R-E (County Zoning), U (L) (City Equivalent). Sponsored by: Councilman Larry Brown

Fiscal Impact☒**No Impact****Amount:**☐**Budget Funds Available****Dept./Division:**☐**Augmentation Required****Funding Source:****PURPOSE/BACKGROUND:**

The proposed ordinance annexes certain real property located on the northwest corner of Buffalo Drive and Gowan Road. The annexation is at the request of the property owner. The annexation process has now been completed in accordance with the NRS and the final date of annexation (August 11, 2000) is set by this ordinance.

RECOMMENDATION:

ADOPTION at 8/2/2000 City Council meeting pursuant to 7/17/2000 Recommending Committee.

Committee: Councilmen Weekly and Mack; First Reading – 7/5/2000; First Publication – 7/21/2000

BACKUP DOCUMENTATION:

Bill No. 2000-54 and location map

MOTION:

WEEKLY – Second Reading and **BILL ADOPTED** as recommended as Ordinance No. 5245 - UNANIMOUS with L.B. McDONALD excused

Clerk to proceed with second publication

*City of Las Vegas***Agenda Item No.: 93**

CITY COUNCIL MEETING OF AUGUST 2, 2000
Recommending Committee
Item 93 – Bill No. 2000-54

MINUTES:

There was no discussion.

(11:09 – 11:10)

2-1219

City of Las Vegas

Agenda Item No.: 94

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: AUGUST 2, 2000****DEPARTMENT: CITY ATTORNEY****DIRECTOR: BRADFORD R. JERBIC**☐**CONSENT**☒**DISCUSSION****SUBJECT:****RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT THIS MEETING:**

Bill No. 2000-55 – Annexation No. A-57-99(A) -- Property Located: On the northwest corner of Torrey Pines Drive and Brooks Avenue; Petitioned By: Anthony DeSalvo Trust; Acreage: Approximately 0.76 acres; Zoned: R-E (County Zoning), R-E (City Equivalent). Sponsored by: Councilman Michael Mack

Fiscal Impact☒**No Impact****Amount:**☐**Budget Funds Available****Dept./Division:**☐**Augmentation Required****Funding Source:****PURPOSE/BACKGROUND:**

The proposed ordinance annexes certain real property located on the northwest corner of Torrey Pines Drive and Brooks Avenue. The annexation is at the request of the property owner. The annexation process has now been completed in accordance with the NRS and the final date of annexation (August 11, 2000) is set by this ordinance.

RECOMMENDATION:

ADOPTION at 8/2/2000 City Council meeting pursuant to 7/17/2000 Recommending Committee.

Committee: Councilmen Weekly and Mack; First Reading – 7/5/2000; First Publication – 7/21/2000

BACKUP DOCUMENTATION:

Bill No. 2000-55 and location map

MOTION:

WEEKLY – Second Reading and **BILL ADOPTED** as recommended as Ordinance No. 5246 - UNANIMOUS with L.B. McDONALD excused

Clerk to proceed with second publication

*City of Las Vegas***Agenda Item No.: 94**

CITY COUNCIL MEETING OF AUGUST 2, 2000
Recommending Committee
Item 94 – Bill No. 2000-55

MINUTES:

NOTE: COUNCILMAN MACK instructed Planning staff to find out before the next Council meeting whether any zone change applications or land entitlements have been submitted to Clark County for this property.

There was no further discussion.

(11:10 – 11:11)

2-1248

City of Las Vegas

Agenda Item No.: 95

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: AUGUST 2, 2000****DEPARTMENT: CITY ATTORNEY****DIRECTOR: BRADFORD R. JERBIC**☐**CONSENT**☒**DISCUSSION****SUBJECT:****RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT THIS MEETING:**

Bill No. 2000-58 – Establishes the Department of Field Operations and revises the means of establishing divisions within the various City departments. Proposed by: Douglas Selby, Deputy City Manager

Fiscal Impact☒**No Impact****Amount:**☐**Budget Funds Available****Dept./Division:**☐**Augmentation Required****Funding Source:****PURPOSE/BACKGROUND:**

This bill will create the Department of Field Operations, which will provide maintenance for existing infrastructure and facilities and for the City's vehicle fleet. The Department of Public Works will continue to provide services relating to the design and construction of infrastructure and facilities. The change is designed to provide greater efficiency and responsiveness.

The bill will also give the City Manager the authority to approve and adjust the divisions and units within the various City departments, eliminating the necessity of having to process an ordinance each time in order to obtain approval for those items.

RECOMMENDATION:

ADOPTION at 8/2/2000 City Council meeting pursuant to 7/17/2000 Recommending Committee.

Committee: Councilmen Weekly and Mack; First Reading – 7/5/2000; First Publication – 7/21/2000

BACKUP DOCUMENTATION:

Bill No. 2000-58

MOTION:

WEEKLY – Second Reading and **BILL ADOPTED** as recommended as Ordinance No. 5247 - UNANIMOUS with L.B. McDONALD excused

Clerk to proceed with second publication

City of Las Vegas

Agenda Item No.: 95

CITY COUNCIL MEETING OF AUGUST 2, 2000
Recommending Committee
Item 95 – Bill No. 2000-58

MINUTES:

There was no discussion.

(11:11 – 11:12)
2-1296

City of Las Vegas

Agenda Item No.: 96

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: AUGUST 2, 2000****DEPARTMENT: CITY ATTORNEY****DIRECTOR: BRADFORD R. JERBIC**☐**CONSENT**☒**DISCUSSION****SUBJECT:****RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT THIS MEETING:**

Bill No. 2000-59 – Amends the Zoning Code to allow certain types of open air vending as a conditional use. Sponsored by: Councilwoman Lynette Boggs McDonald

Fiscal Impact☒**No Impact****Amount:**☐**Budget Funds Available****Dept./Division:**☐**Augmentation Required****Funding Source:****PURPOSE/BACKGROUND:**

Under previous zoning regulations found in Title 19 of the Municipal Code, hot dog vending was allowed outside certain retail centers, typically "big box" stores, by means of a variance. With the adoption of Title 19A, approval by means of variance is no longer allowed. This bill will remedy that situation by allowing open air vending in connection with such stores as a conditional use in the C-1, C-2 and C-M Zoning Districts.

RECOMMENDATION:

ADOPTION at 8/2/2000 City Council meeting pursuant to 7/17/2000 Recommending Committee.

Committee: Councilmen Weekly and Mack; First Reading – 7/5/2000; First Publication – 7/21/2000

BACKUP DOCUMENTATION:

Bill No. 2000-59

MOTION:

WEEKLY – ABEYANCE to 8/16/2000 - UNANIMOUS with L.B. McDONALD excused

MINUTES:

COUNCILMAN McDONALD strongly felt that the variance requirement should not be eliminated for this type of use.

MAYOR GOODMAN suggested holding the matter in abeyance until the return of **COUNCILWOMAN McDONALD** given that she sponsored this Bill.

City of Las Vegas

Agenda Item No.: 96

CITY COUNCIL MEETING OF AUGUST 2, 2000
Recommending Committee
Item 96 – Bill No. 2000-59

MINUTES – Continued:

There was no further discussion.

(11:12 – 11:13)

2-1321

City of Las Vegas

Agenda Item No.: 97

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: AUGUST 2, 2000****DEPARTMENT: CITY ATTORNEY****DIRECTOR: BRADFORD R. JERBIC**☐**CONSENT**☒**DISCUSSION****SUBJECT:****NEW BILL:**

Bill No. 2000-60 – Repeals the provision of the Municipal Code that prohibits certain businesses from tipping taxicab drivers for the delivery of passengers. Sponsored by: Mayor Oscar B. Goodman

Fiscal Impact☒**No Impact****Amount:**☐**Budget Funds Available****Dept./Division:**☐**Augmentation Required****Funding Source:****PURPOSE/BACKGROUND:**

This bill will repeal the provision of the Municipal Code that prohibits certain businesses from tipping taxicab drivers for the delivery of passengers. The provision has not been enforced successfully. It is believed that other means of addressing the issue will be more effective, including NRS 598.992, which prohibits the payment of money by certain types of adult businesses for the diversion of passengers.

RECOMMENDATION:

This bill should be submitted to a Recommending Committee for review, hearing and recommendation to the City Council for final action.

BACKUP DOCUMENTATION:

Bill No. 2000-60

MOTION:

None required.

MINUTES:

First Reading – Referred – COUNCILMEN WEEKLY and MACK

8/14/2000 Recommending Committee

8/16/2000 City Council Agenda

(11:13 – 11:14)

2-1401

City of Las Vegas

Agenda Item No.: 98

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: AUGUST 2, 2000****DEPARTMENT: CITY ATTORNEY****DIRECTOR: BRADFORD R. JERBIC**☐**CONSENT**☒**DISCUSSION****SUBJECT:****NEW BILL:**

Bill No. 2000-61 – Amends Ordinance No. 5165, relating to the annexation of property located on the southwest corner of Durango Drive and Centennial Parkway, to correct a portion of a legal description contained therein. Sponsored by: Councilman Larry Brown

Fiscal Impact☒**No Impact****Amount:**☐**Budget Funds Available****Dept./Division:**☐**Augmentation Required****Funding Source:****PURPOSE/BACKGROUND:**

In September 1999 the Council adopted Ordinance No. 5165, which annexed property located at the southwest corner of Durango Drive and Centennial Parkway. Although the legal description in the ordinance was correct as to the annexation itself, it was incorrect and incomplete as to the zoning designations assigned to the property. This bill will conform the descriptions of the zoning designations to the designations that were placed on the "record" when the Council considered and approved Ordinance No. 5165.

RECOMMENDATION:

This bill should be submitted to a Recommending Committee for review, hearing and recommendation to the City Council for final action.

BACKUP DOCUMENTATION:

Bill No. 2000-61

MOTION:

None required.

MINUTES:

First Reading – Referred – COUNCILMEN WEEKLY and MACK

8/14/2000 Recommending Committee

8/16/2000 City Council Agenda

(11:13 – 11:14)

2-1401

City of Las Vegas

Agenda Item No.: 99

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: AUGUST 2, 2000****DEPARTMENT: CITY ATTORNEY****DIRECTOR: BRADFORD R. JERBIC**☐**CONSENT**☒**DISCUSSION****SUBJECT:****NEW BILL:**

Bill No. 2000-62 – Adopts the Las Vegas 2020 Master Plan. Proposed by: Willard Tim Chow, Director of Planning and Development

Fiscal Impact☒**No Impact****Amount:**☐**Budget Funds Available****Dept./Division:**☐**Augmentation Required****Funding Source:****PURPOSE/BACKGROUND:**

This bill will adopt the Las Vegas 2020 Master Plan. The Las Vegas 2020 Master Plan represents an update of major elements of the City's General Plan adopted in 1992, and is the product of a unique cooperative effort of a broad range of participants. Because the 2020 Master Plan does not include every element necessary to replace the 1992 General Plan, the latter will be retained in force for the time being. To the extent of any conflict or inconsistency, the 2020 Master Plan will govern.

RECOMMENDATION:

This bill should be submitted to a Recommending Committee for review, hearing and recommendation to the City Council for final action.

BACKUP DOCUMENTATION:

Bill No. 2000-62

MOTION:

None required.

MINUTES:

First Reading – Referred – COUNCILMEN WEEKLY and MACK

8/14/2000 Recommending Committee

8/16/2000 City Council Agenda

(11:13 – 11:14)

2-1401

City of Las Vegas

Agenda Item No. 100

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: AUGUST 2, 2000****DEPARTMENT: CITY CLERK****DIRECTOR: BARBARA JO (RONI) RONEMUS** ☐ **CONSENT** ☐ **DISCUSSION****SUBJECT:**

Any items from the afternoon session that the Council, staff, and/or the applicant wishes to be stricken or held in abeyance to a future meeting, may be brought forward and acted upon at this time

MOTION:

M. McDONALD – Motion to bring forward and **HOLD IN ABEYANCE** Item 102 [1616 Luning Drive], Item 111 [V-0018-00], Item 113 [V-0031-00] and Item 114 [U-0077-00] to 8/16/2000 and Item 119 [U-0020-95(1) to 9/6/2000 – **UNANIMOUS** with **L.B. McDONALD** excused

MINUTES:

There was no discussion.

(1:08 – 1:10)

3-1

City of Las Vegas

Agenda Item No. 101

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: AUGUST 2, 2000****DEPARTMENT: FINANCE AND BUSINESS SERVICES****DIRECTOR: MARK R. VINCENT**☐**CONSENT**☒**DISCUSSION****SUBJECT:**

1:00 P.M. TIME CERTAIN - Public hearing regarding the issuance of medium-term financing for the community/senior center project – Ward 3 (Reese) (NOTE: This item will be followed by the related Resolution, R-83-2000, trailed from the Morning Session, Item #88)

Fiscal Impact☐**No Impact****Amount: \$8,000,000**☒**Budget Funds Available****Dept./Division: Neighborhood Services**☐**Augmentation Required****Funding Source: Bond Proceeds****PURPOSE/BACKGROUND:**

The issuance of these bonds was authorized following discussion at the April 19, 2000 City Council Meeting. This resolution changes the bond term from 20 to 10 years (medium term). Community Development Block Grants (CDBG) have been pledged for the debt service on these bonds, which is estimated to be approximately \$1,300,000 per year.

RECOMMENDATION:

It is recommended that the City Council authorize the issuance of the bonds following the public hearing.

BACKUP DOCUMENTATION:

Resolution R-83-2000 - Medium-Term Community/Senior Center Bond Authorization
Resolution

MOTION:**PUBLIC HEARING HELD – NO MOTION REQUIRED****MINUTES:**

MAYOR GOODMAN declared the Public Hearing open.

MARK VINCENT, Director, Finance and Business Services, explained that this item relates to the bond issue for the new center located at the former Armory site. The City is looking at having a municipal auction of these bonds and the City of Las Vegas may be the first agency in the State of Nevada to do so.

City of Las Vegas

Agenda Item No. 101

CITY COUNCIL MEETING OF AUGUST 2, 2000

Finance and Business Services

Item 101 – Public hearing regarding issuance of medium-term financing for the community/senior center project

MINUTES – Continued:TODD FARLOW, 240 N. 19th Street, urged the City Council to approve the item.

MAYOR GOODMAN declared the Public Hearing closed.

(1:10 – 1:12)

3-45

Summary - a resolution authorizing a medium-term obligations.

RESOLUTION NO. R-83-2000

A RESOLUTION AUTHORIZING MEDIUM-TERM OBLIGATIONS IN AN AMOUNT OF UP TO \$8,000,000, FOR THE PURPOSE OF ACQUIRING, CONSTRUCTING AND IMPROVING A BUILDING PROJECT FOR THE CITY; DIRECTING THE OFFICERS OF THE CITY TO FORWARD MATERIALS TO THE DEPARTMENT OF TAXATION OF THE STATE OF NEVADA; PROVIDING CERTAIN DETAILS IN CONNECTION THEREWITH; AUTHORIZING THE SALE OF THE CITY OF LAS VEGAS, NEVADA, GENERAL OBLIGATION MEDIUM-TERM BUILDING BONDS IN THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF \$8,000,000; AND PROVIDING THE EFFECTIVE DATE HEREOF.

WHEREAS, the City Council of the City of Las Vegas, Nevada (the "Council", "City", and "State", respectively) proposes to incur medium-term obligations of the City in an amount up to \$8,000,000, under Chapter 350 of Nevada Revised Statutes ("NRS"), in order to finance the cost of acquiring, constructing, reconstructing, improving and equipping a building project in the City as defined in NRS 268.676, including without limitation, a building to accommodate a community/senior center for the City (the "Project"); the financing to bear interest at a rate or rates which do not exceed by more than 3% the "Index of Twenty Bonds" most recently published in The Bond Buyer before bids are received for such medium-term obligations or negotiated offers are accepted, and to mature within 10 years of the date of issuance thereof, in order to pay the costs of the Project (the "Proposal"); and

WHEREAS, the Council has determined that legally available funds of the City will at least equal the amount required in each year for the payment of interest and principal on such medium-term obligations; and

WHEREAS, NRS 350.087 requires that a notice of intention to authorize a medium-term obligations be published not less than 10 days prior to the consideration of a resolution authorizing a medium-term obligations; and

WHEREAS, a notice of intention to act upon the resolution authorizing such medium-term obligations has been duly published in a newspaper of general circulation in the City

not less than 10 days prior to the date of a public hearing thereon, and such public hearing was held prior to adoption of this resolution; and

WHEREAS, all comments made at the August 2, 2000 public hearing have been duly considered by the Council and the minutes of such public hearing are attached hereto as Exhibit "C".

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAS VEGAS, NEVADA:

Section 1. This resolution is hereby designated by the short title the "2000 Medium-Term Community/Senior Center Bond Authorization Resolution" (the "Resolution").

Section 2. The Council hereby finds and determines that the public interest requires medium-term obligations for the Project, in an amount not exceeding \$8,000,000.

Section 3. The facts upon which the finding stated in § 1 above are:

(a) There is a continuing need to meet the demands of and to serve the existing and future residents of the City and those needs are likely to persist or increase in the future due to the growth of the City.

(b) There is not an existing local community/senior facility in the area of East Las Vegas that is adequate to serve the needs of the existing and future residents of the area of East Las Vegas, and those needs are likely to persist or increase in the future due to the existing population in the area.

(c) It is in the best interests of the City and its inhabitants, and would best serve the public interest thereof, if the Project is now accomplished, thereby assisting in alleviating the needs mentioned in (a) and (b) above;

(d) It is not feasible to finance the Project from other funds of the City, among other reasons because of restraints on the City's budget for the current fiscal year and other demands on and needs for existing funds of the City.

Section 4. The City proposes to borrow a sum not to exceed \$8,000,000 in the aggregate at an annual interest rate estimated to be 6.50% to be repaid over a period of not more than 10 years. Such medium-term obligations shall be evidenced by the issuance by the City of negotiable notes or medium-term negotiable bonds which mature not later than 10 years after the date of issuance (which term does not exceed the useful life of the Project), and the interest rate shall

not exceed by more than 3 percent the "Index of Twenty Bonds" which is most recently published in The Bond Buyer before bids are received or a negotiated offer is accepted.

Section 5. The Director of Finance or his designee is hereby authorized to arrange for the issuance and sale of the financing in an amount not more than \$8,000,000, to carry out the Project, subject to ratification by Council. The medium-term notes or bonds issued to effect the Project shall be issued on such other terms and conditions as the Council determines, all as provided in NRS 350.085 to 350.095, inclusive (the "Note Act"), NRS 350.500 to 350.720, inclusive (the "Bond Act"), and as authorized by the Director of Finance of the City at the time of sale of such medium-term notes or bonds and thereafter ratified by the Council as set forth in this Resolution.

Section 6. The medium-term obligations shall not be paid in whole or in part from a levy of a special tax exempt from the limitations on the levy of ad valorem tax, but shall be paid from other legally available funds of the City, including, without limitation, monies derived from ad valorem taxes in the City's general fund estimated to average of approximately \$1,300,000 per year.

Section 7. The officers of the City be and the same hereby are authorized and directed to take all action necessary to effectuate the provisions of this Resolution, including, without limitation, forwarding all necessary documents to the Executive Director, Department of Taxation, Carson City, Nevada, and, if necessary, amending the City's capital improvement plan to include the Project.

Section 8. The Director of Finance is authorized to offer for sale the City's medium-term notes or bonds in the maximum aggregate principal amount of \$8,000,000 (the "Bonds") for sale in such manner as he shall determine, and he is authorized to specify the terms and details of the Bonds, including, without limitation, the maturity date or dates, the interest rate or rates, the redemption features, if any, and the other terms and conditions thereof; all subject to ratification by the Council by adoption of an ordinance authorizing the issuance of the Bonds (the "Bond Ordinance").

Section 9. The officers of the City are hereby authorized to take all action necessary or appropriate to effectuate the provisions of this Resolution, including without limitation, assembling of financial and other information concerning the City, the Project and the Bonds, and

preparing and circulating an official statement for the Bonds, and, if deemed appropriate by the Director of Finance or his designee, preparing and circulating a preliminary official statement, a notice of bond sale for the Bonds, or both, in the forms specified by the Director of Finance, or his designee. The Director of Finance or his designee is authorized to deem the official statement or preliminary official statement to be a "final" official statement on behalf of the City for the purposes of Rule 15(c)212 of the Securities and Exchange Commission.

Section 10. The Director of Finance shall, after arranging for the sale of the Bonds and after approval of the medium-term obligations by the Executive Director of the Department of Taxation of the State of Nevada, present the proposed final terms of the Bonds to the Board for its approval by adoption of the Bond Ordinance.

Section 11. The Council has adopted an appeal procedure in compliance with NRS §237.100 (subsection 4) which is attached hereto as Exhibit D. The Council hereby determines pursuant to NRS §237.080 that the Bond Ordinance authorizing the issuance of up to \$8,000,000 of the Bonds (to be adopted after the date of adoption of this Resolution) does not impose a direct and significant economic burden upon a business and does not directly restrict the formation, operation or expansion of a business.

Section 12. Howarth and Associates, a division of Zions First National Bank, is acting as the financial advisor to the City in connection with the sale of the Bonds. Pursuant to NRS 350.810 and MSRB Rule G-23, the Council hereby consents to receiving a bid on the Bonds from Zions First National Bank or any of its affiliates at a public sale for the purchase of the Bonds, and this consent shall constitute a written agreement required by NRS 350.810.

Section 13. The officers of the City be, and they hereby are, authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Resolution.

Section 14. All resolutions, or parts thereof, in conflict with the provisions of this Resolution, are hereby repealed to the extent only of such inconsistency. This repealer shall not be constructed to revive any resolution, or part thereof, heretofore repealed.

Section 15. If any section, paragraph, clause or other provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or other provision shall not affect any of the remaining provisions of this Resolution.

Section 16. This Resolution shall become effective upon passage and approval, except for Section 10 of this Resolution which shall become effective upon the approval hereof by the Executive Director of the Department of Taxation of the State of Nevada as provided in NRS 350.089, which approval shall be recorded in the minutes of the Council in conjunction with the adoption of the Bond Ordinance.

PASSED AND ADOPTED AND APPROVED BY AN AFFIRMATIVE VOTE OF AT LEAST TWO-THIRDS OF THE MEMBERS OF THE CITY COUNCIL OF THE CITY OF LAS VEGAS, NEVADA, THIS AUGUST 2, 2000.

(SEAL)

Attest:

Mayor

City Clerk

STATE OF NEVADA)
)
 CLARK COUNTY) ss.
)
 CITY OF LAS VEGAS)

I, Barbara Jo Ronemus, the duly chosen and qualified City Clerk of Las Vegas (the "City"), in the State of Nevada, do hereby certify:

1. The foregoing pages constitute a true, correct, complete and compared copy of a resolution adopted by the City Council of the City (the "Council") at a meeting held on August 2, 2000.

2. The adoption of the resolution was duly moved and seconded and the resolution was adopted by an affirmative vote of a two-thirds majority of the members of Council as follows:

Those Voting Aye:	Mayor:	Oscar Goodman
	Councilmembers:	Michael J. McDonald
		Gary Reese
		Larry Brown
		Lynette Boggs-McDonald
		Lawrence Weekly
		Michael Mack

Those Voting Nay:

Those Absent:

3. The original of the resolution has been approved and authenticated by the signatures of the Mayor of the City and myself as acting City Clerk and has been recorded in the regular official record of the Council kept for that purpose in my office, which record has been duly signed by the officers and properly sealed.

4. All members of the Council were given due and proper notice of the meeting. Pursuant to § 241.020, Nevada Revised Statutes, written notice of the meeting was given not later than 9:00 a.m. on the third working days before the meeting including in the notice the time, place, location, and agenda of the meeting:

(a) By posting a copy of the notice at least three working days before the meeting at the principal office of the Council, or if there is no principal office, at the building in which the meeting is to be held, and at least three (3) other separate, prominent places within the jurisdiction of the Council, to wit:

- (i) Court Clerk's Office Bulletin Board
City Hall Plaza
Las Vegas, Nevada
- (ii) City Hall Plaza
Special Outside Posting Bulletin Board
Las Vegas, Nevada
- (iii) Senior Citizens Center
Las Vegas, Nevada
- (iv) Clark County Government Center
500 South Grand Central Parkway
Las Vegas, Nevada
- (v) Downtown Transportation Center
Las Vegas, Nevada

and

(b) By mailing a copy of the notice to each person, if any, who has requested notice of the meetings of the Council in the same manner in which notice is required to be mailed to a member of the Council. Such notice was delivered to the postal service no later than 9:00 a.m. on the third working day prior to the meeting.

5. Upon request, the Council provides at no charge, at least one copy of the agenda for its public meetings, any proposed ordinance or regulation which will be discussed at the public meeting, and any other supporting materials provided to the Council for an item on the agenda, except for certain confidential materials and materials pertaining to closed meetings, as provided by law.

6. A copy of such notice so given of the meeting of the Council on December 4, 1996 is attached to this certificate as Exhibit "A". A copy of the affidavit of publication of the notice of public hearing is attached hereto as Exhibit "B", and a copy of the minutes of the public hearing held on August 2, 2000, prior to adoption of the resolution is attached hereto as Exhibit "C".

IN WITNESS WHEREOF, I have hereunto set my hand on this August 2, 2000.

(SEAL)

City Clerk

EXHIBIT "A"

(Attach Copy of Notice of Meeting)

EXHIBIT "B"**(Attach Affidavit of Publication)**

EXHIBIT "C"**(Minutes of Public Hearing)**

EXHIBIT "D"

(Attach Copy of AB 486 Appeal Procedure)

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City of Las Vegas

Agenda Item No. 102

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: AUGUST 2, 2000****DEPARTMENT: NEIGHBORHOOD SERVICES****DIRECTOR:** SHARON SEGERBLOM ☐ **CONSENT** ☒ **DISCUSSION****SUBJECT:**

ABEYANCE ITEM - A hearing to consider the appeal from the Notice and Order to Make Repairs filed by Marion D. Bennett regarding the property located at 1616 Luning Dr.
PROPERTY OWNER: MARION D. BENNETT, Ward 5 (Weekly)

Fiscal Impact

☒	No Impact	Amount:
☐	Budget Funds Available	Dept./Division: Neighborhood Services/Response
☐	Augmentation Required	Funding Source:

PURPOSE/BACKGROUND:

The subject property is a substandard building, dangerous and declared a public nuisance under Section 202 of the Uniform Housing Code. The condition of the property is a source of concern to the public and the Fire and Police Departments because of the hazardous conditions. The Department of Neighborhood Services declared the property in violation and started legal notification.

RECOMMENDATION:

That the City Council approve the Notice and Order to Make Repairs.

BACKUP DOCUMENTATION:

1. Agenda Memo
2. Location Map
3. Notice of Appeal Hearing
4. Chronological List of Events

MOTION:

M. McDONALD – Motion to bring forward and **HOLD IN ABEYANCE** Item 102 [1616 Luning Drive], Item 111 [V-0018-00], Item 113 [V-0031-00] and Item 114 [U-0077-00] to 8/16/2000 and Item 119 [U-0020-95(1) to 9/6/2000 – **UNANIMOUS** with **L.B. McDONALD** excused

MINUTES:

There was no discussion.

(1:08 – 1:10)

3-1

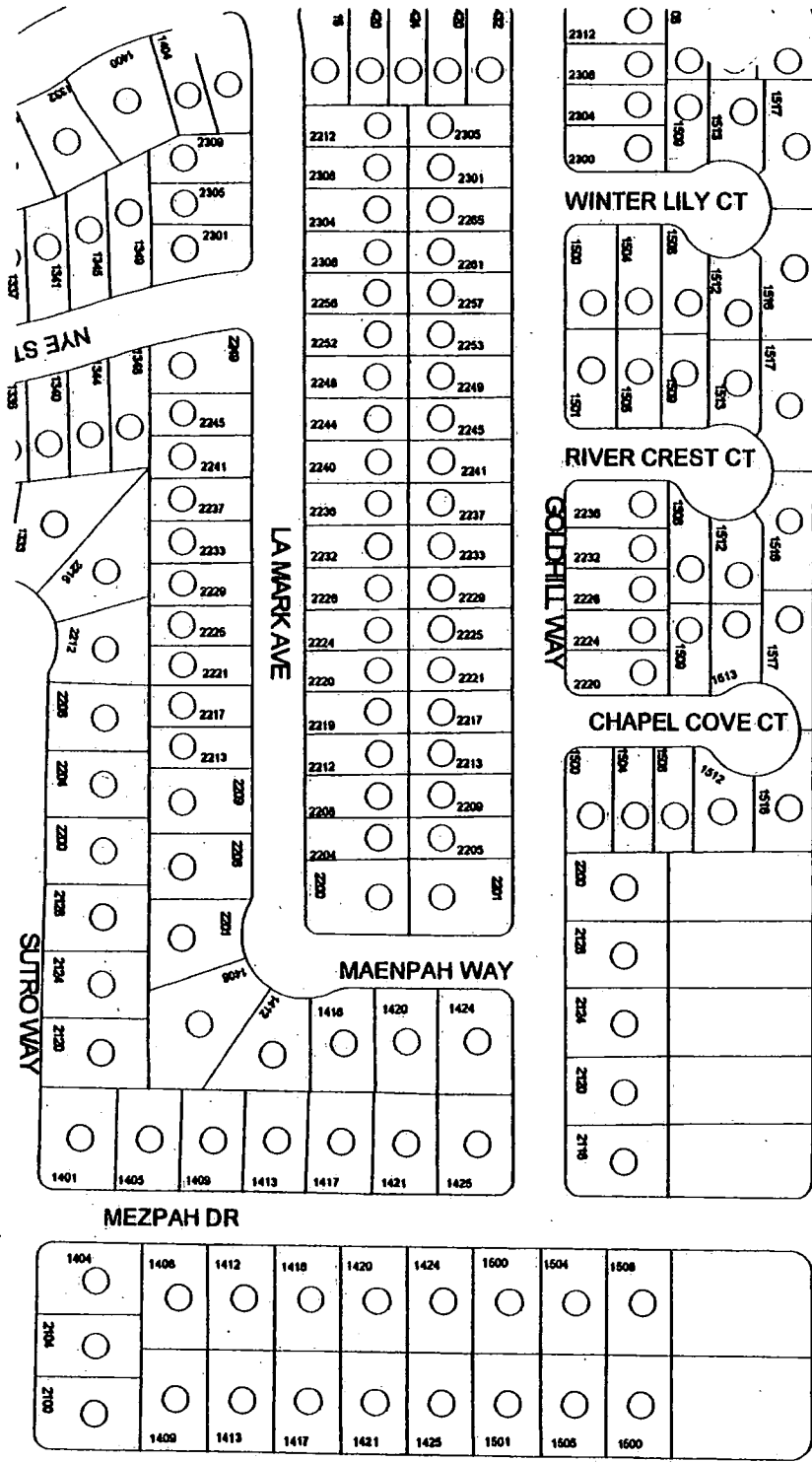
*City of Las Vegas***AGENDA MEMO****CITY COUNCIL MEETING DATE: AUGUST 2, 2000****DEPARTMENT: NEIGHBORHOOD SERVICES****ITEM DESCRIPTION: Abeyance Item: A hearing to consider the appeal from the Notice and Order to Make Repairs filed by Marion D. Bennett regarding the property located at 1616 Luning Dr. PROPERTY OWNER: MARION D. BENNETT, Ward 5 (Weekly)**

The subject property was determined by Neighborhood Response to be a substandard building, after investigating a tenant complaint of electrical problems. While investigating the electrical problems, the inspector noticed numerous housing code violations including:

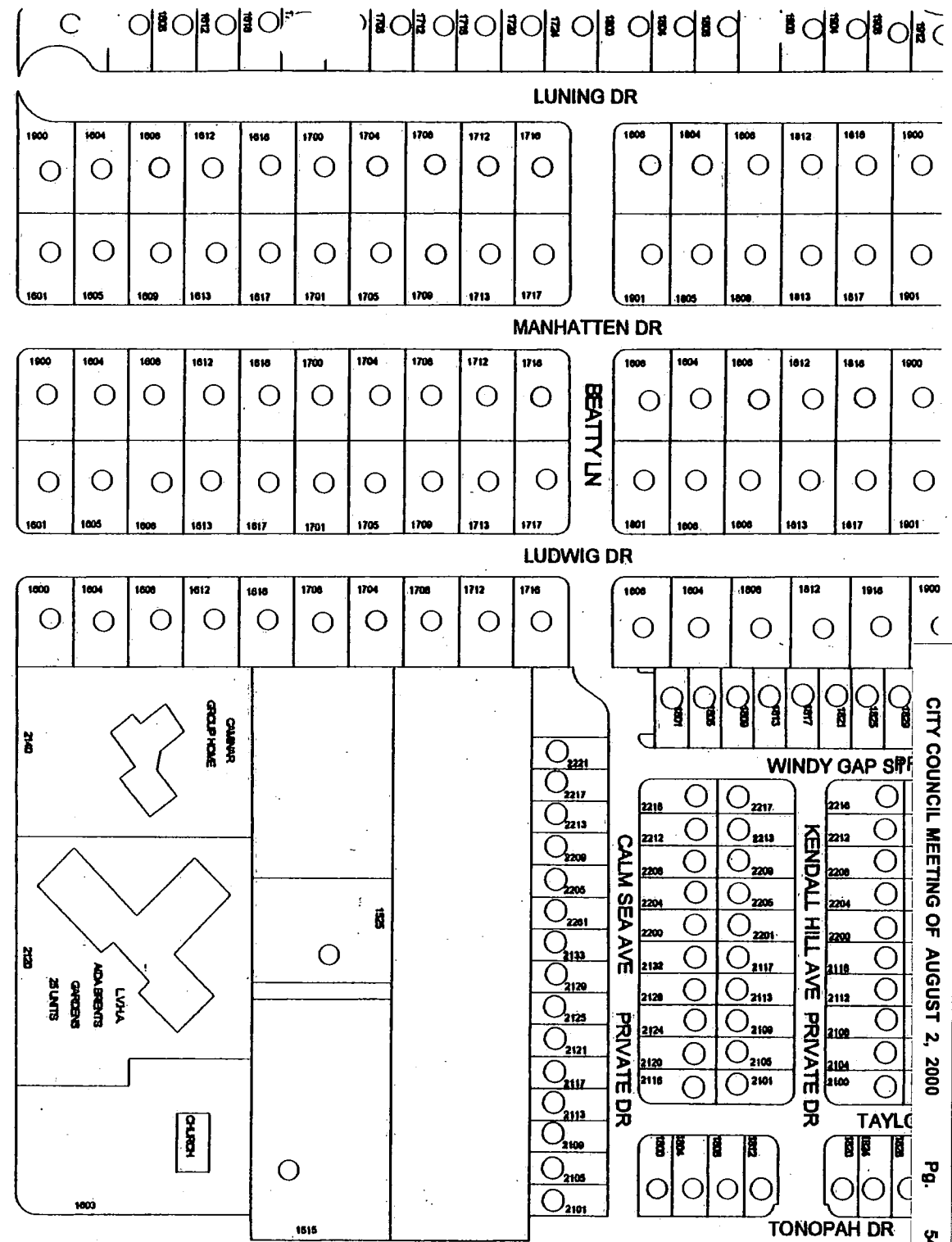
1. All main circuits, and electrical wiring needs to be inspected and brought to City Code.
2. Repair or replace electric range to City Code.
3. All plumbing needs to brought to City Code. (The spare bathroom has no water to the shower, also strong sewer odor coming from master bathroom.)
4. The patio porch needs to be re-screened.
5. Repair or replace all deteriorated floor coverings.
6. Finish repairing ceiling.
7. Repair or replace all smoke detectors.
8. Repair interior walls and re-paint.
9. Replace all missing electrical covers.
10. Repair dryer vent.
11. Clean and sanitize shower enclosure floors.
12. Weather strip all exterior doors.
13. Abate roach infestation by a licensed pest control firm on a regular basis.
14. Replace rear window.

On June 1, 2000, a Notice and Order to Make Repairs was posted on the 1616 Luning Dr. property, as well as mailed by certified mail to the property owner. The Notice and Order required the owner to make the repairs by June 15, 2000.

Today's hearing is to consider the appeal from the Notice and Order to Make Repairs filed by Marion D. Bennett. regarding the property located at 1616 Luning Dr.



VEGAS DR





MAYOR
OSCAR B. GOODMAN

CITY COUNCIL
MICHAEL J. McDONALD
(MAYOR PRO-TEM)
GARY REESE
LARRY BROWN
ETTE B. McDONALD
JRENCE WEEKLY
MICHAEL MACK

CITY MANAGER
VIRGINIA VALENTINE

June 22, 2000

CERTIFIED & REGULAR MAIL

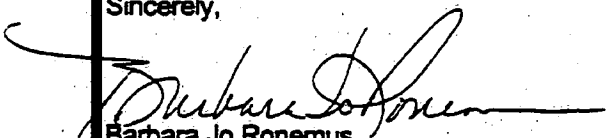
Marion D. Bennett
1911 Goldhill Avenue
Las Vegas, Nevada 89106

Re: Notice of Appeal Hearing - Notice and Order to Abate Dangerous Building(s) on property located at 1616 Luning Drive (Parcel #139-20-811-052)

Dear Property Owner:

You are hereby notified that your hearing has been rescheduled to be held before the Las Vegas City Council at 400 Stewart Avenue, Las Vegas, Nevada on the 19th day of July, 2000, at the hour of 1:00 p.m., per your letter dated June 19, 2000 requesting the change in meeting date, upon the notice and order served upon you. You may be present at the hearing. You may be, but need not be, represented by counsel. You may present any relevant evidence and will be given full opportunity to cross-examine all witnesses testifying against you. You may request the issuance of subpoenas to compel the attendance of witnesses and the production of book, documents or other things by filing an affidavit therefor with the City Clerk on behalf of the Las Vegas City Council.

Sincerely,


Barbara Jo Ronemus
City Clerk

BJR/bkb

cc: Sharon Segerblom, Director, Neighborhood Services
Dave Semenza, Manager, Neighborhood Response
Dan Still, Deputy City Attorney
Paul Wilkins, Director, Department of Building & Safety

CITY OF LAS VEGAS
400 STEWART AVENUE
VEGAS, NEVADA 89101

VOICE 702.229.6011
TDD 702.386.9108
www.ci.las-vegas.nv.us

Complaint 052300-133 1616 LUNING DR

ELECTRICAL PROBLEMS WITH THE STOVE - HAS BEEN SHOCKED - WIRING
MAY BE A HAZARD

Housing Code Violations: Miscellaneous

Taken By: JC

>> 1 Open This is 7 of 7.

Ward 5 4- 2223-97
Area 3

Parcel: 139 20 811 052

BENNETT MARION D
1911 GOLDHILL AVE
LAS VEGAS NV 89106-2019
SIERRA NEVADA #1
PLAT BOOK 8 PAGE 95
LOT 16 BLOCK 5

Complainant: SHARON BIGGS
Respond To: 1616 LUNNING DR
Phone: 6477689
Owner: BENNETT MARION D

Spl. Project:

05-10-00 JC) AVAILABLE ANYTIME. JUST CALL TO SET UP AN APPOINTMENT ON
5/15. DID CALL FAIR HOUSING & GOT THE RUN AROUND.
05-11-00 25/26) complaint recinded, close
05-23-00 25) SHARON CALLED & IS RE-FILING COMPLAINT. OWNER NEVER CAME
05-24-00 23) PE/INSP NUMEROUS H/C VIOLATIONS ILLEGAL GARAGE CONVERT
ION 23) TO PREPARE N&O
23) PREPARED N&O RE-OFFICE FOR TYPING AND MAILING.
06-01-00 (TL) SENT 10-DAY N&O TO MAKE REPAIR TO: MARION D BENNETT
WILL POST ON PROPERTY - CB 6/12
06-02-00 23) POSTED N&O C/B 6/12
06-09-00 18) RECEIVED REQUEST FOR PUBLIC HEARING FROM OWNER.
06-14-00 18) PUBLIC HEARING SET BEFORE COUNCIL FOR 7/5/00.
06-16-00 (TL) I DON'T KNOW WHERE THE FILE IS? COPY ONLY
I WILL ASK MIKE 23 - IF HE HAS THE FILE?
06-19-00 (18) COPY OF NOTICE OF HEARING RECEIVED FROM CITY CLERK.
06-21-00 (TL) REC'D "UNSIGNED" CERT. MAIL "UNCLAIMED"; ATTEMPTED TO
DELIVER 6/2, 6/7. AND 6/17. RETURNED "UNCLAIMED".



June 16, 2000

CERTIFIED & REGULAR MAIL

MAYOR
OSCAR B. GOODMAN

CITY COUNCIL
MICHAEL J. McDONALD
(MAYOR PRO-TEM)
GARY REESE
LARRY BROWN
ETTE B. McDONALD
IRENCE WEEKLY
MICHAEL MACK

CITY MANAGER
VIRGINIA VALENTINE

Marion D. Bennett
1911 Goldhill Avenue
Las Vegas, Nevada 89106

Re: Notice of Appeal Hearing - Notice and Order to Abate Dangerous Building(s) on property located at 1616 Luning Drive (Parcel #139-20-811-052)

Dear Property Owner:

You are hereby notified that a hearing will be held before the Las Vegas City Council at 400 Stewart, Las Vegas, Nevada on the 5th day of July, 2000, at the hour of 1:00 p.m., upon the notice and order served upon you. You may be present at the hearing. You may be, but need not be, represented by counsel. You may present any relevant evidence and will be given full opportunity to cross-examine all witnesses testifying against you. You may request the issuance of subpoenas to compel the attendance of witnesses and the production of book, documents or other things by filing an affidavit therefor with the City Clerk on behalf of the Las Vegas City Council.

Sincerely,


Barbara Jo Ronemus
City Clerk

BJR/bkb

cc: Sharon Segerblom, Director, Neighborhood Services
Dave Semenza, Manager, Neighborhood Response
Dan Still, Deputy City Attorney
Paul Wilkins, Director, Department of Building & Safety

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TDD 702.386.9108
www.ci.las-vegas.nv.us

MARION D. BENNETT**1911 GOLDHILL AVENUE – LAS VEGAS, NV 89106
(702) 648-1205**

June 19, 2000

City of Las Vegas
Barbara Jo Ronemus, City Clerk
400 East Stewart Avenue
Las Vegas, NV 89101RECEIVED
CITY CLERK
2000 JUN 20 A 10:24**VIA CERTIFIED MAIL****RE: NOTICE OF APPEAL HEARING – NOTICE AND ORDER
TO ABATE DANGEROUS BUILDING(S) ON PROPERTY
LOCATED AT 1616 LUNING DRIE (PACEL #139-20-811-052)**

Dear Ms. Ronemus:

I am in receipt of your letter dated June 16, 2000, scheduling the above-referenced matter for hearing before the City Council on July 5, 2000, at 1:00 p.m. I am requesting that this matter be held in abeyance and rescheduled because I will be out of state on July 5, 2000.

Ward 5

Thank you for your cooperation.

Sincerely,


Marion D. Bennett

MDB:lp

cc: Sharon Segerblom, Director, Neighborhood Services
Dave Semenza, Manager, Neighborhood Response
Dan Still, Deputy City Attorney
Paul Wilkins, Director, Department of Building & Safety

Certified Mail Receipt No. 7099 3220 0005 6145 9329

1 RECEIVED
2 CITY CLERK

3 LAS VEGAS CITY CLERK

4 2000 JUN -9 A 11: 27

5 CLARK COUNTY NEVADA

6 TO: THE LAS VEGAS CITY COUNCIL, OR ITS DESIGNEE

7 TO: THE LAS VEGAS CITY CLERK

8 NOTICE OF INTENT TO APPEAL ASSESSMENT OF NEIGHBORHOOD
9 RESPONSE, TO WIT: NOTICE AND ORDER TO MAKE REPAIRS --
10 REFERENCE NO. 052300-133

11 COMES NOW, Marion D. Bennett and pursuant to the
12 Notice and Order to Make Repairs, Reference No., 052300-133, attached
13 hereto as Exhibit A, does hereby tender written notice of his intent to
14 appeal the assessment contained therein.

15 This appeal shall be heard by the City Council or its
16 designee and is timely filed.

17 DATED this 9th day of June 2000.

18 Submitted by:

19 Marion D. Bennett

20 1911 Goldhill Avenue

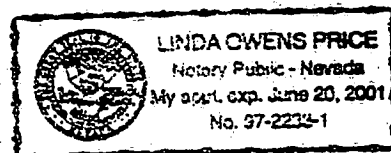
21 Las Vegas, NV 89106

22 (702) 648-1205 or (702) 648-7806

23
24
25 SUBSCRIBED and SWORN to before me,
26 this 9th day of June, 2000.

27 Linda Price

28 NOTARY PUBLIC in and for said
County and State





June 1, 2000

Reference: #052300-133
 Certified and Regular Mail
 Return Receipt Requested

Marion D Bennett
 1911 Goldhill Ave
 Las Vegas, NV 89106-2019

NOTICE AND ORDER TO MAKE REPAIRS

As recorded owner(s) of the building(s) located at 1616 Luning Dr, Las Vegas, Nevada - legally described as parcel #139-20-811-052, you are hereby given notice that the Building Official or his designee has determined that the aforementioned building(s) is substandard. Said building(s) is substandard, dangerous and declared a public nuisance under Section 202 of the Uniform Housing Code because of the following conditions:

Uniform Housing Code - Chapter 3 - Permits and Inspections
 Chapter 10 - Substandard Buildings
Las Vegas Municipal Code, Title 16 - Buildings and Construction
Las Vegas Zoning Code, Title 19A - Zoning

Exterior & Interior Violations:

1. *All main circuits, and electrical wiring to be inspected and brought to meet City electrical code.
2. Repair or replace electric range to city code (giving off shocks to tenants, open breakers main service).
3. *All plumbing to be inspected and brought to meet City plumbing code, by licensed plumbing contractor (first bathroom no water to shower, also strong sewer odor coming from master bathroom, T & P line needs to go down and out Not up & out to exterior (suggest to raise water heater), by
4. Re-screen patio porch.
5. Repair or replace all deteriorated floor coverings.
6. Finish repairing ceiling tape texture and re-paint.
7. Repair or replace all smoke alarms detector to meet City code.
8. Repair interior walls tape texture and re-paint.
9. Replace all missing electrical covers.
10. Repair dryer vent to exterior to meet city code.
11. Clean and sanitize shower enclosure floors.
12. Weather-strip all exterior doors.
13. Abate roach infestation by a licensed pest control firm on regular basis.
14. Replace rear window to meet City code.

Because of the conditions, the Building Official or his designee does hereby order Marion D Bennett, owner(s) of the building to:

MAYOR
 OSCAR B. GOODMAN

CITY COUNCIL
 MICHAEL J. McDONALD
 (MAYOR PRO-TEM)
 GARY REESE
 LARRY BROWN
 TTE B. McDONALD
 RENCE WEEKLY
 CHAEL MACK

CITY MANAGER
 VIRGINIA VALENTINE

NEIGHBORHOOD
 SERVICES DEPARTMENT
 DIRECTOR
 SHARON SEGERBLOM

CITY OF LAS VEGAS
 400 STEWART AVENUE
 LAS VEGAS, NEVADA 89101

VOICE 702.229.2330
 FAX 702.382.3045
 TDD 702.386.9108
 www.ci.las-vegas.nv.us

Rev. 9/10/99

Reference #052300-133

1616 Luning Dr

June 1, 2000

Page Two

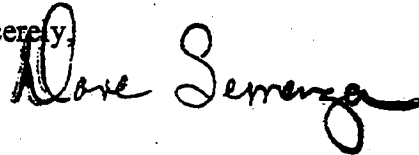
1. Cause the following permits to be taken out by licensed contractor on or before June 15, 2000 (only starred (*) items required a permit and/or a licensed contractor);
2. Make the aforementioned repairs by June 15, 2000. Contact the City of Las Vegas Neighborhood Services, Neighborhood Response Division at (702) 229-6615 when the work is completed;
3. If any building declared substandard under this ordinance and ordered to be repaired by the Building Official or his designee has been vacated by the owner(s) to effect such repairs, a Certificate of Occupancy shall be obtained by the owner(s) upon completion of the repairs or prior to re-occupancy.

If these orders are not complied with, you are hereby given notice that the Building Official or his designee may order the building vacated and posted to prevent further occupancy until the work is completed.

Moreover, you are hereby given notice:

1. If you disagree with the assessment of Neighborhood Response, then within ten days after service of the notice of violation, the owner or responsible party may appeal to the City Council. Such appeal shall be in writing and shall be filed with the City Clerk. Within fifteen days after the appeal has been filed, the appellant shall be given written notice of the procedure and time frame for the hearing of the appeal. The appeal shall be heard by the City Council or by the Council's designee, with a right of final appeal to the Council. The decision of the City Council or the council's designee, in cases where a owner or responsible party failing to appeal as provided in this Section shall be deemed to have waived any and all objections to the existence of a public nuisance and the abatement of such nuisance.
2. That this Notice and Order or a copy therefore be presented to the Department of Building and Safety when purchasing permit(s).
3. That failure to appeal will constitute a waiver of all rights to an administrative hearing and determination of the matter.

Sincerely,



David Semenza, Manager
Neighborhood Response Division
Department of Neighborhood Services



MAYOR
OSCAR B. GOODMAN

CITY COUNCIL
MICHAEL J. McDONALD
(MAYOR PRO-TEM)
GARY REESE
LARRY BROWN
JANETTE B. McDONALD
VRENCE WEEKLY
MICHAEL MACK

CITY MANAGER
VIRGINIA VALENTINE

July 20, 2000

CERTIFIED & REGULAR MAIL

Mr. Marion D. Bennett
1911 Goldhill Avenue
Las Vegas, NV 89106

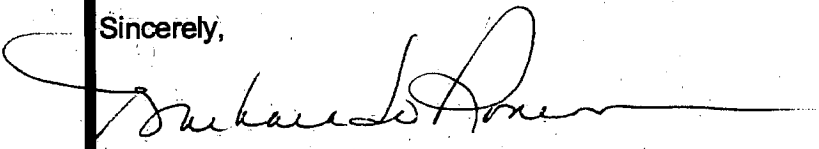
Re: Appeal Hearing on Notice and Order to Abate Dangerous Building(s) on
property located at 1616 Luning Drive (Parcel#139-20-811-052)

Dear Mr. Bennett

At a regularly scheduled City Council meeting on July 19, 2000 the City Council
HELD IN ABEYANCE the above referenced Appeal Hearing.

This item will be considered by the City Council on August 2, at 1:00 P.M., in the
Council Chambers, 400 Stewart Avenue, Las Vegas, Nevada. The Council requires
you or your representative to be present at this meeting.

Sincerely,



Barbara Jo Ronemus
City Clerk

BJB/bkb

cc: Sharon Segerblom, Director, Neighborhood Services
Dave Semenza, Manager, Neighborhood Response Division
Paul Wilkins, Department of Building and Safety
Dan Still, Deputy City Attorney

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TDD 702.386.9108
www.ci.las-vegas.nv.us

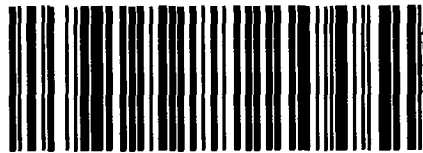
CITY of LAS VEGAS

OFFICE OF THE CITY CLERK
CITY HALL
400 EAST STEWART
LAS VEGAS, NEVADA 89101-2986

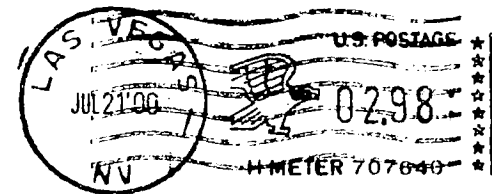
RECEIVED
CITY CLERK

2000 AUG 18 A 10:02

CERTIFIED MAIL



7099 3220 0006 0131 8883



Mr. Marion D. Bennett
1911 Goldhill Avenue
Las Vegas, NV 89106

LN
#623 7-22-00
1-28
8-14

89106X2019 22

City of Las Vegas

Agenda Item No. 103

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: AUGUST 2, 2000****DEPARTMENT: NEIGHBORHOOD SERVICES****DIRECTOR: SHARON SEGERBLOM**☐**CONSENT**☒**DISCUSSION****SUBJECT:**

Public hearing to consider the report of expenses to recover costs in the amount of \$1,490.40 for abatement of dangerous building located at 919 S. Casino Center Blvd. PROPERTY OWNER: ROBERT H. PARKER TRS, Ward 3 (Reese)

Fiscal Impact☐**No Impact****Amount: \$1,490.40**☒**Budget Funds Available****Dept./Division: Neighborhood Services/Response**☐**Augmentation Required****Funding Source: General Fund****PURPOSE/BACKGROUND:**

The subject property was a dangerous building, unsecured and accessible to vandals and vagrants. The condition of the property was a source of concern to the public and the Fire and Police Departments because of the hazardous conditions. The Department of Neighborhood Services declared the property in violation and started legal notification. When no corrective action was taken nor an appeal filed, the Department of Neighborhood Services hired K. O. Construction to abate the problem.

RECOMMENDATION:

That the City Council approve the report of expenses in the amount of \$1,490.40 in order that the above charges be filed and recorded against the property, constituting a special assessment and lien, and authorize that the Notice and Lien of Assessment be duly recorded with the County Treasurer.

BACKUP DOCUMENTATION:

1. Agenda Memo
2. Location Map
3. Report of Expenses
4. Contractor Disclosure
5. Notice of Public Hearing
6. Chronological List of Events
7. Copy of the Notice and Claim of Lien

MOTION:

REESE – APPROVED the action of Neighborhood Services – UNANIMOUS with L.B. McDONALD excused

*City of Las Vegas***Agenda Item No.: 103**

CITY COUNCIL MEETING OF AUGUST 2, 2000
Neighborhood Services Department
Item 103 – 919 South Casino Center Boulevard

MOTION – Continued:

NOTE: MAYOR GOODMAN disclosed that he owns property in the proximity of Casino Center Boulevard and Bonneville Avenue. DEPUTY CITY ATTORNEY STEVE GEORGE advised MAYOR GOODMAN that he could vote, as there is no conflict.

MINUTES:

MAYOR GOODMAN declared the Public Hearing open.

DAVID SEMENZA, Neighborhood Services, had a video shown of the subject property and indicated it was a dangerous building, unsecured and accessible to vandals and vagrants and a source of concern to the public and the Fire and Police Departments because of the hazardous conditions. The property was declared in violation and legal notification started. When no corrective action was taken nor an appeal filed, the Department of Neighborhood Services hired K.O. Construction to abate the problem. He recommended that the City Council approve the report of expenses in the amount of \$1,490.40 in order that a Notice and Lien of Assessment be filed and recorded with the Clark County Treasurer.

COUNCILMAN REESE welcomed MR. SEMENZA back and wished him well.

No one appeared in opposition.

There was no further discussion.

MAYOR GOODMAN declared the Public Hearing closed.

(1:14 – 1:16)

3 - 150

*City of Las Vegas***AGENDA MEMO****CITY COUNCIL MEETING DATE: AUGUST 2, 2000****DEPARTMENT: Neighborhood Services****ITEM DESCRIPTION: Public Hearing to consider the report of expenses to recover costs in the amount of \$1,490.40 for abatement of dangerous building located at 919 S Casino Center Blvd. PROPERTY OWNER: ROBERT H. PARKER TRS, Ward 3 (Reese)**

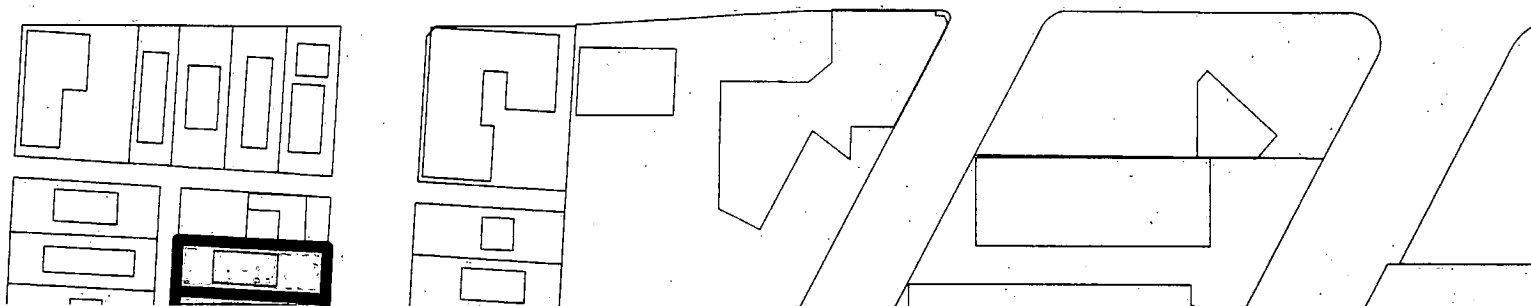
Work was completed by K. O. Construction on May 23, 2000, at a cost of \$1,296.00 plus a 15% administrative fee for a total of \$1,490.40.

Today's public hearing is to consider the Report of Expenses filed by the Department of Neighborhood Services and to hear any objections thereto. Under the "Uniform Code for the Abatement of Dangerous Buildings", the City Council may make revisions or adjustments to the Report of Expenses as deemed proper. If the Report of Expenses is confirmed and accepted by the Council, the Council can then declare the charges to be a personal obligation on the part of the property owner or may order the charges assessed against the property by means of a Lien of Assessment. In this particular case, we recommend a Lien of Assessment.

If the Lien is approved by the Council, certified copies of the recorded lien will be given to the County Treasurer's Office and the amount of the assessment will be collected at the same time and in the same manner as ordinary property taxes. All laws applicable to the collection and enforcement of property taxes shall be applicable to such assessment, and the amount of the assessment will be added to the next regular property tax bill levied against the parcel.



CHARLESTON



Memorandum

City of Las Vegas Neighborhood Services Department

To: Barbara Jo Ronemus, City Clerk

From: Sharon Segerblom, Director - Neighborhood Response Division

CC: File

Date: July 13, 2000

Re: Report of Expenses for the abatement of dangerous building located at 919 S Casino Center Blvd.

After giving due process, notification, and an opportunity for an appeal hearing as specified in the Las Vegas Municipal Code for "Dangerous Building abatement", the Department of Neighborhood Services caused the securing of the vacant house and removal of all litter and debris from the above-referenced property.

Work was completed on May 23, 2000, by K. O. Construction, Inc. at a cost of \$1,296.00 and was accepted by the Department of Neighborhood Services.

Contract Amount	\$ 1,296.00
AMOUNT DUE	\$ 1,296.00
Administrative processing fee	<u>194.40</u>
TOTAL AMOUNT DUE	\$ 1,490.40

OWNER OF RECORD: ROBERT H PARKER TRS

PROPERTY ABATED: 919 S CASINO CENTER BLVD

ASSESSOR'S PARCEL: 139-34-410-059

LEGAL DESCRIPTION: SOUTH ADD
PLAT BOOK 1 PAGE 51
LOT 9 BLOCK 13

SS:ld

EXHIBIT A

CITY COUNCIL MEETING OF AUGUST 2, 2000

Pg. 555

DISCLOSURE OF PRINCIPALS

The principals and partners of K.O. CONSTRUCTION INC
 more than a 1% interest in [Contracting Entity] or any principal of [Contracting Entity] are
 the following: K.O. CONST INC K.O. CONSTRUCTION INC

FULL NAME	BUSINESS ADDRESS	BUSINESS PHONE
1. CHRIS HARRISON	4855 W. MAULDING AVE	702-361-4221
2. EDWARD KOPE	LAS VEGAS, NV 89139	
3. ROSE KOPE		
4.		
5.		
6.		

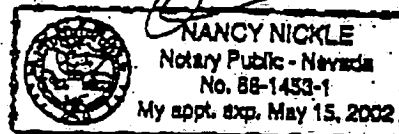
Continue list until full and complete disclosure is made.

I certify under penalty of perjury, that the foregoing list is full and complete.

[Contracting Entity] K.O. CONSTRUCTION INC
 By: [Signature]

Subscribed and sworn to before me this
29 Day of October 1999.

Nancy Nickle
 Notary Public



121399-162

PUBLIC HEARING**AFFIDAVIT OF POSTING**

I, Sheila Luchansky an employee of the Neighborhood Response Division, Department of Neighborhood Services of the City of Las Vegas, Nevada, do certify that on the 20th day of July, 2000, I personally posted the attached Notice of Public Hearing upon the property located at 919 S Casino Center Blvd, Las Vegas, Nevada, the attached Notice in compliance with the Uniform Code for the abatement of dangerous building.

Sheila Luchansky
EMPLOYEE

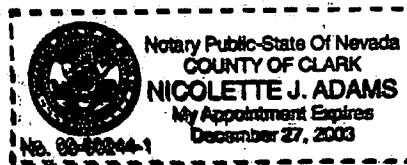
STATE OF NEVADA)
)
COUNTY OF CLARK)

Subscribed and sworn to before me, a Notary Public, on this 20th day of July, 2000

Nicolette J. Adams
NOTARY PUBLIC in and for said County and State

My commission expires:

12/27/2003



**NOTICE OF PUBLIC HEARINGS
AUGUST 2, 2000**

Pursuant to Section 302 of the Uniform Code for the Abatement of Dangerous Buildings, adopted as Section 16.08.010 of the Las Vegas Municipal Code. NOTICE IS HEREBY GIVEN THAT ON **Wednesday, AUGUST 2, 2000**, at the hour of **1:00 P.M.**, in the Council Chambers, City Hall Complex, 400 East Stewart Avenue, Las Vegas, Nevada, the City Council will consider the following **REPORTS OF EXPENSES** submitted by the Director of Neighborhood Services incurred by the City of Las Vegas for:

Abatement of the dangerous building by securing and removing all litter, trash and debris on property located at **919 SOUTH CASINO CENTER BLVD.** legally described as **SOUTH ADD, PLAT BOOK 1 PAGE 51, LOT 9, BLOCK 13.** Owner of record at time of abatement: **ROBERT H. PARKER TRS- Ward 3 (REESE)**

The Director of Neighborhood Services certifies in the report that the sum of \$1,490.40 was expended (\$1,296.00 to K. O. Construction, Inc. for securing the vacant building, and removing all litter, trash and debris on the property and \$194.40 Administrative Processing Fee).

If upon hearing the report, the City Council is satisfied with the correctness of the expenses incurred by the City, it may order a lien of assessment recorded and given to the County Treasurer to be collected in the same manner as ordinary property taxes.

Any person interested in or affected by the proposed charge may file written protests or objections with the City Clerk at any time prior to the time set for the hearing on the Report of Expenses. Each such protest or objection must contain a description of the property in which the signer thereof is interested and the grounds of such protest or objection. The City Clerk shall endorse on every such protest or objection the date it was received by her. She shall present such protests or objections to the City Council at the time set for the hearing, and no other protests or objections shall be considered.

BARBARA JO RONEMUS
CITY CLERK

Complaint 121399-162 919 S CASINO CENTER BLVD

HOUSING CODE - HE IS GETTING WATER BILLS FOR OVER \$600.00 AND ELECTRICAL BILLS VERY HIGH -

Housing Code Violations: Electrical

Taken By: TL

>> 1 Open This is 1 of 2.

Ward 3 - 1- 2425-81
Area 3

Parcel: 139 34 410 059

PARKER ROBERT H TRS
PARKER R H DDS MS DEF BEN PEN PL

Complainant: MARTIN OR SON JULIO
Respond To: 385-6032

2709 PINTO LN
LAS VEGAS NV 89107-4617
SOUTH ADD
PLAT BOOK 1 PAGE 51
LOT 9 BLOCK 13

Phone:
Owner: PARKER ROBERT H TRS

Spl. Project: 23

12-13-99 (TL) MIKE 23 - PLEASE NOTE: (1) SON JULIO WILL BE HOME
AROUND 2:30 TO 3:00 PM - HE SPEAKS ENGLISH

12-14-99 23- PER/INSP TOOK PHOTOS THIS IS A BAD ONE WE NEED TO DO A
VACATION N&O 23 TO PREPARE N&O

12-15-99 23- PREPARED DANG/BLDG N&O RE-TONI L FOR TYPING

12-16-99 TL) SENT 30-DAY VACATE NOTICE TO: PARKER ROBERT H TRS - POST
ON DEC. 20, BY MIKE 23 - - CB JAN. 18, 2000

12-20-99 23- TENANTS MOVING OUT WILL RETURN 12/21 TO POST DO NOT OCCU
PY C/B 12/21

12-21-99 23- POSTED N&O AND DO NOT OCCUPY

12-23-99 TL) REC'D N&O CERT/CARD SIGNED -

01-20-00 23- OPEN VAGRANTS JUNKED VEH T&D RE-TONI FOR 10 DAY DANG/
DEMO THANKS MIKE.

02-02-00 LD) SENT 10 DAY DANG BLDG LETTER TO OWNER-POST 2-3
/CB 2-15

02-11-00 (TL) OWNER CALLED HE SAID IS ALL BOARD & CLEAN
(LD) REC'D 10 DAY DANG BLDG CERT CARD SIGNED

02-23-00 23- SECURED FOR NOW BOARDING JUST NAILED ON POSTED NO TRESS-
23- PASSING SIGNS C/B 3/23

03-28-00 23- STRUCTURE IS NOT BOARDED PROPERLY AND IS OPEN IN THE
REAR I WILL GO BY OWNERS TODAY AND TELL THEM TO DO IT PROP-
ERLY OR WE WILL.

03-31-00 23- WENT TO OWNERS ADDRESS ON OWNERSHIP, HE NO LONGER LIVES
THERE SEND TO CONTRACTORS FOR DEMO BIDS PER-24

04-04-00 24)PER LD, DS DOES NOT WANT DEMO. PLEASE GET BIDS FOR PROPER
BOARDING & VAGRANT REMOVAL, REFER TO LD

04-05-00 LD) SENT BID TO CONTRACTORS-DUE BACK 4-10

04-11-00 LD) REC'D BIDS FROM CONTRACTORS
(1) K O CONSTRUCTION \$1,296.00
(2) WEAVER CONSTRUCTION \$1,695.00
(3) PARRCO, INC \$2,000.00
LD) SENT 10 DAY BEFORE ABATEMENT LETTER TO OWNER-POST 4-12

Complaint 121399-162 continued**Page 2**

/CB 4-24
04-12-00 23- STILL OPEN IN THE REAR POSTED D/B N/O
04-17-00 (TL) MR. PARKER CALLED W/CONCERN - I EXPLAIN THE LETTER TO
HIM, HE SAID HE PAID SOMEONE TO BOARD, I TOLD HIM THEY
DIDN'T BOARD PROPERLY, HE IS GOING TO GO BY AND CHECK THE
PROPERTY AGAIN, THEY HE WILL CONTACT MIKE 24
04-24-00 23) STILL OPEN REAR WINDOW HIGH VEG. T&D JUNKED VEH REAR OF
STRUCTURE. PROCEED WITH BOARDING PROCESS.
04-26-00 LD) GAVE BEFORE ABATEMENT VIDEO FORM TO DS
05-12-00 LD) BEFORE ABATEMENT VIDEO COMPLETED BY PAM HINES
05-22-00 LD) AWARDED TO K O CONSTRUCTION FOR \$1,296.00 TO START 5-23
05-23-00 LD) REC'D CERT LETTER UNCLAIMED FROM OWNER
LD) GAVE FINAL ABATEMENT VIDEO FORM TO DS
05-26-00 LD) FINAL VIDEO COMPLETED BY PAM HINES
07-19-00 LD) SET DATE FOR PUBLIC HEARING ON 8-2

121399-162

NOTICE AND CLAIM OF LIEN OF ASSESSMENT

TO: ROBERT H. PARKER

(Reputed Owners) At time of abatement

On May 23, 2000, as provided in the Municipal Code, 16.08, Section 302, the City of Las Vegas caused the abatement of a dangerous building condition on the following property after due notification.

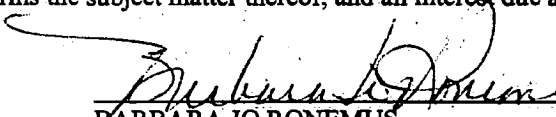
Assessor's Parcel No.: 139-34-410-059
Commonly known as: 919 S. CASINO CENTER BLVD.
Legal Description: SOUTH ADD
PLAT BOOK 1 PAGE 51
LOT 9 BLOCK 13

Expenses in the amount of \$1,490.40 were incurred by the City of Las Vegas in the above dangerous condition abatement procedure.

The Las Vegas City Council, at a duly noticed public hearing held on August 2, 2000, ordered the above charges in the amount of \$1,490.40, assessed against the property by means of a Lien of Assessment, such lien to be duly recorded and certified copies of said lien given to the County Treasurer for collection as ordinary property taxes. Said lien shall also be prior to and superior to all liens, claims, encumbrances and titles, other than liens of assessment and general taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to this lien.

All or any portion of this lien of assessment, which remains unpaid after 30 days from the date of the recording thereof on the assessment roll, shall become delinquent and shall accrue interest at the rate of 7 percent per annum from and after said date.

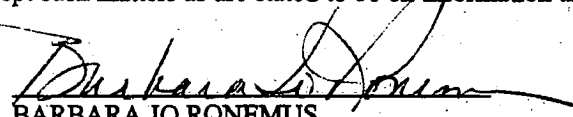
This lien shall continue until the assessment, which forms the subject matter thereof, and all interest due and payable thereon, shall have been paid in full.


BARBARA JO RONEMUS
400 Stewart Avenue
Las Vegas, NV 89101
Telephone: (702) 229-6311

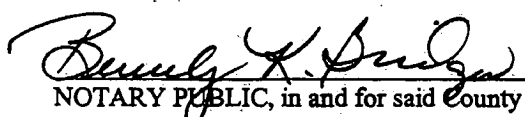
STATE OF NEVADA)

COUNTY OF CLARK)

BARBARA JO RONEMUS, being duly sworn, deposes and says that she is the person who executed the foregoing instrument on behalf of the City of Las Vegas and that she has read the same and knows the contents thereof, that the matters stated therein are true of her own knowledge, except such matters as are stated to be on information and belief, and as to those matters, she believes them to be true.

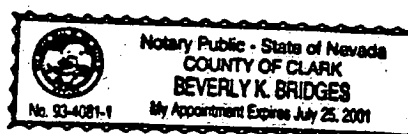

BARBARA JO RONEMUS
CITY CLERK

SUBSCRIBED and SWORN to before me
this 9th day of August, 2000


NOTARY PUBLIC, in and for said County and State

WHEN RECORDED, RETURN TO:

CITY OF LAS VEGAS
DEPARTMENT OF NEIGHBORHOOD RESPONSE
400 STEWART AVENUE
LAS VEGAS, NV 89101



*City of Las Vegas***AGENDA SUMMARY PAGE****CITY COUNCIL MEETING OF: AUGUST 2, 2000****DEPARTMENT: PLANNING AND DEVELOPMENT****DIRECTOR: WILLARD TIM CHOW**☐**CONSENT**☐**DISCUSSION****PLANNING & DEVELOPMENT DEPARTMENT PM SESSION INDEX:*****DISCUSSION/ACTION ITEMS*****APPEAL OF DIRECTOR'S INTERPRETATION**

- 104 Appeal of Director's Interpretation - William Stojack**

EXTENSION OF TIME

- 105 ABEYANCE ITEM - U-0014-99(1) - Car Spa Warm Springs Valley View on behalf of Car Spa, Inc.**
- 106 ABEYANCE ITEM - U-0020-99(1) - Car Spa Warm Springs Valley View on behalf of Car Spa, Inc.**
- 107 Z-0099-98(1) - Triple Five Development**

SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING

- 108 ABEYANCE ITEM - SD-0033-00 - Astoria Iron Mountain, Limited Liability Company on behalf of Astoria Homes**
- 109 Z-0033-97(16) - City of Las Vegas**
- 110 Z-0076-98(15) - Tule Springs Plaza, Limited Liability Company**

VARIANCE - PUBLIC HEARING

- 111 ABEYANCE ITEM - V-0018-00 - Tonopah Partners, Limited Liability Company on behalf of Lights of Las Vegas, Inc.**
- 112 ABEYANCE ITEM - V-0024-00 - Julian Suarez**
- 113 V-0031-00 - Wilshire Plaza Development Company**

SPECIAL USE PERMIT RELATED TO V-0031-00 - PUBLIC HEARING

- 114 U-0077-00 - Wilshire Plaza Development Company**

VARIANCE - PUBLIC HEARING

- 115 V-0032-00 - City of Las Vegas Housing Authority**
- 116 V-0034-00 - City of Las Vegas Housing Authority**

TWO YEAR REQUIRED REVIEW - SPECIAL USE PERMIT - PUBLIC HEARING

- 117 U-0027-93(2) - Oxford Construction Company**
- 118 U-0025-98(1) - Saxton Corporation on behalf of Levitz Plaza, Limited Liability Company**

City of Las Vegas

PLANNING & DEVELOPMENT - Page Two

INDEX

City Council Meeting of August 2, 2000

FIVE YEAR REQUIRED REVIEW - SPECIAL USE PERMIT - PUBLIC HEARING

- 119 ABEYANCE ITEM - U-0020-95(1) - Maxine Flores on behalf of Faith Media
- 120 U-0036-95(1) - Foster Day Corporation on behalf of Lamar Outdoor Advertising Company
- 121 U-0052-95(1) - Amber Investment Company on behalf of Lamar Outdoor Advertising Company
- 122 U-0055-95(1) - Harold Loomis, Et Al on behalf of Lamar Outdoor Advertising Company

SPECIAL USE PERMIT - PUBLIC HEARING

- 123 ABEYANCE ITEM - U-0067-00 - Pine Development, Inc. on behalf of Spring PCS
- 124 ABEYANCE ITEM - U-0075-00 - Fresh Lakes LV Limited Liability Company
- 125 U-0074-00 - Lafayette Moseley
- 126 U-0076-00 - Leonard Schwingdorf

REZONING - PUBLIC HEARING

- 127 ABEYANCE ITEM - Z-0007-00 - Ewing Bros., Inc.
- 128 Z-0025-00 - Charley L. Dickey, IV
- 129 Z-0042-00 - Rolando Hernandez

SITE DEVELOPMENT PLAN REVIEW RELATED TO Z-0042-00 - PUBLIC HEARING

- 130 Z-0042-00(1) AND Z-0002-95(2) - Rolando Hernandez

City of Las Vegas

Agenda Item No. 104

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT**CITY COUNCIL MEETING OF: AUGUST 2, 2000****DEPARTMENT: PLANNING & DEVELOPMENT****DIRECTOR: WILLARD TIM CHOW**☐**CONSENT**☒**DISCUSSION****SUBJECT:**

APPEAL OF DIRECTOR'S INTERPRETATION -- Appeal filed by George Cromer, Esq., on behalf of William Stojack, regarding a Director's Interpretation in which it was found that the storage of military vehicles on residential property located at 1820 W. Mesquite Avenue is not a permitted use (APN: 139-28-410-098), R-1 (Single Family Residential) Zone, Ward 5 (Weekly). Staff recommends DENIAL

PROTESTS RECEIVED BEFORE:

Planning Commission Mtg.

☐

Hearing Officer Meeting

☐

City Council Meeting

APPROVALS RECEIVED BEFORE:

Planning Commission Mtg.

☐

Hearing Officer Meeting

☐

City Council Meeting

RECOMMENDATION:

Staff recommends DENIAL.

BACKUP DOCUMENTATION:

1. Location Map
2. Conditions For This Application
3. Staff Report

MOTION:

WEEKLY – APPROVED the Appeal; thereby rescinding the interpretation of the Director – UNANIMOUS with L.B. McDONALD excused

NOTE: A Verbatim Transcript is made a part of the Final Minutes.

MINUTES:**APPEARANCES:**ATTORNEY GEORGE CROMER, 612 S. 3rd Street

WILLIAM STOJACK, 1820 W. Mesquite Avenue

VIOLA GOODWIN, Planning & Development Department

AL GALLEGO, 400 Bonanza Way

TIM CHOW, Director, Planning & Development Department

DAVID SEMENZA, Neighborhood Services

STEVE GEORGE, Deputy City Attorney

(1:16 – 2:53)

3-230

City of Las Vegas

Agenda Item No. 104

CITY COUNCIL MEETING OF AUGUST 2, 2000

Planning and Development Department

Item 104 – Appeal on behalf of William Stojack (1820 W. Mesquite Avenue)

CONDITIONS:

1. The applicant must obtain a permit from the Department of Planning and Development to allow the storage of no more than the two specified military vehicles at the subject property.
2. All property owners within the Twin Lakes Village Unit #11 subdivision shall be notified of the application for a permit and the Director of Planning and Development shall take into consideration the comments and concerns of the neighbors in making a decision whether or not to issue the permit. In the event a permit is issued it shall be subject to conditions determined to be appropriate by the Director and specifically subject to condition #3, below.
3. In the event a permit to allow the storage of no more than the two specified military vehicles is issued, the vehicles will be fully covered at all times when not in use.

*City of Las Vegas***AGENDA MEMO****CITY COUNCIL MEETING DATE: AUGUST 2, 2000****DEPARTMENT: PLANNING AND DEVELOPMENT DEPARTMENT****ITEM DESCRIPTION: Appeal of Director's Interpretation**

**** CONDITIONS ****

Staff recommends Denial. If approved, subject to the following conditions:

1. The applicant must obtain a permit from the Department of Planning and Development to allow the storage of no more than the two specified military vehicles at the subject property.
2. All property owners within the Twin Lakes Village Unit #11 subdivision shall be notified of the application for a permit and the Director of Planning and Development shall take into consideration the comments and concerns of the neighbors in making a decision whether or not to issue the permit. In the event a permit is issued it shall be subject to conditions determined to be appropriate by the Director and specifically subject to condition #3, below.
3. In the event a permit to allow the storage of no more than the two specified military vehicles is issued, the vehicles will be fully covered at all times when not in use.

Appeal of Director's Interpretation - Page One
August 2, 2000 City Council Meeting

**** STAFF REPORT ****

APPEAL OF DIRECTOR'S DECISION

Appeal filed by George Cromer, Esq., on behalf of William Stojack, regarding a Director's Interpretation in which it was found that the storage of military vehicles on residential property located at 1820 W. Mesquite Avenue is not a permitted use (APN: 139-28-410-098), R-1 (Single Family Residential) Zone, Ward 5 (Weekly).

BACKGROUND DATA

02/22/00 City of Las Vegas Code Enforcement issued a Correction Notice for 1820 West Mesquite Avenue advising the property owner that he would need a special permit from the Department of Planning and Development to continue storing military vehicles on the subject residential property.

06/29/00 Director's Designee issued a Zoning Code Interpretation finding that the storage of military vehicles on residential property is not a permitted use.

DETAILS OF THE APPEAL

The Appeal

George E. Cromer, Esq., on behalf of William Stojack, is appealing the Director's Interpretation based on the belief that:

- 1) The State of Nevada has licensed these vehicles as passenger cars; and,
- 2) These vehicles are currently registered and insured pursuant to the regulations of the State of Nevada and can, in fact, be parked on roadways owned and operated by the State of Nevada.

Mr. Cromer goes on to state, "The vehicles are not stored but parked on the driveway of Mr. Stojack's residence. We allege that Ms. Goodwin's interpretation of the definition of motor vehicle, to which the City Code does not speak to these types of vehicles, is an inclusive definition and must be superceded by state law. The State of Nevada has defined these vehicles as passenger vehicles and we believe that the City of Las Vegas lacking a specific definition necessarily permits their being parked on Mr. Stojack's driveway."

Appeal of Director's Interpretation - Page Two
August 2, 2000 City Council Meeting

FINDINGS

Section 19A.04.060(B)Vehicles(1) states, "Except as otherwise provided in this Subsection, motor vehicles, including passenger cars, trucks, and motorcycles, which are not designed or used for racing or for purposes other than transportation, may be stored or repaired on any property in a residential district, provided the same do not constitute a nuisance, health or fire hazard offense under the provisions of this Code and do not have a detrimental effect on the neighborhood."

While it is true that motor vehicles are not specifically defined in Title 19A, the intent of this section of the code is to limit the storage of motor vehicles on residential property to passenger cars, trucks, motorcycles, and vehicles of a similar nature. It does not allow the storage of cars, trucks, or motorcycles that are designed for racing or purposes other than transportation. The vehicles in question are designed for military purposes and are, therefore, not permitted to be stored (parked) on residential property.

The Department of Motor Vehicles (DMV) (the "State of Nevada" in Mr. Cromer's comments) has no jurisdiction over the land use concerns of the City of Las Vegas nor is the City obliged to adopt or use DMV definitions for motor vehicles, particularly when the matter at hand is a land use issue. Furthermore, while the DMV registration allows the use of the vehicles on roadways owned and operated by the State of Nevada, the DMV's jurisdiction does not extend to privately owned property nor to public property (such as streets) owned by the City of Las Vegas.

The City has received complaints from Mr. Stojack's neighbors regarding the storage of the military vehicles on his property. This indicates to staff that Mr. Stojack's neighbors do consider the military vehicles to be a nuisance and to have a detrimental effect on the neighborhood. The end result of the complaints is the Code Enforcement Correction Notice.

Finally, staff notes that the subject property is located on West Mesquite Avenue, a street that provides ingress and egress to the Twin Lakes Village Unit #11 subdivision. Staff estimates that approximately one-quarter to one-third or more of the residents of this subdivision pass by the subject property on a daily basis and are directly impacted by the highly visible storage of these military vehicles.

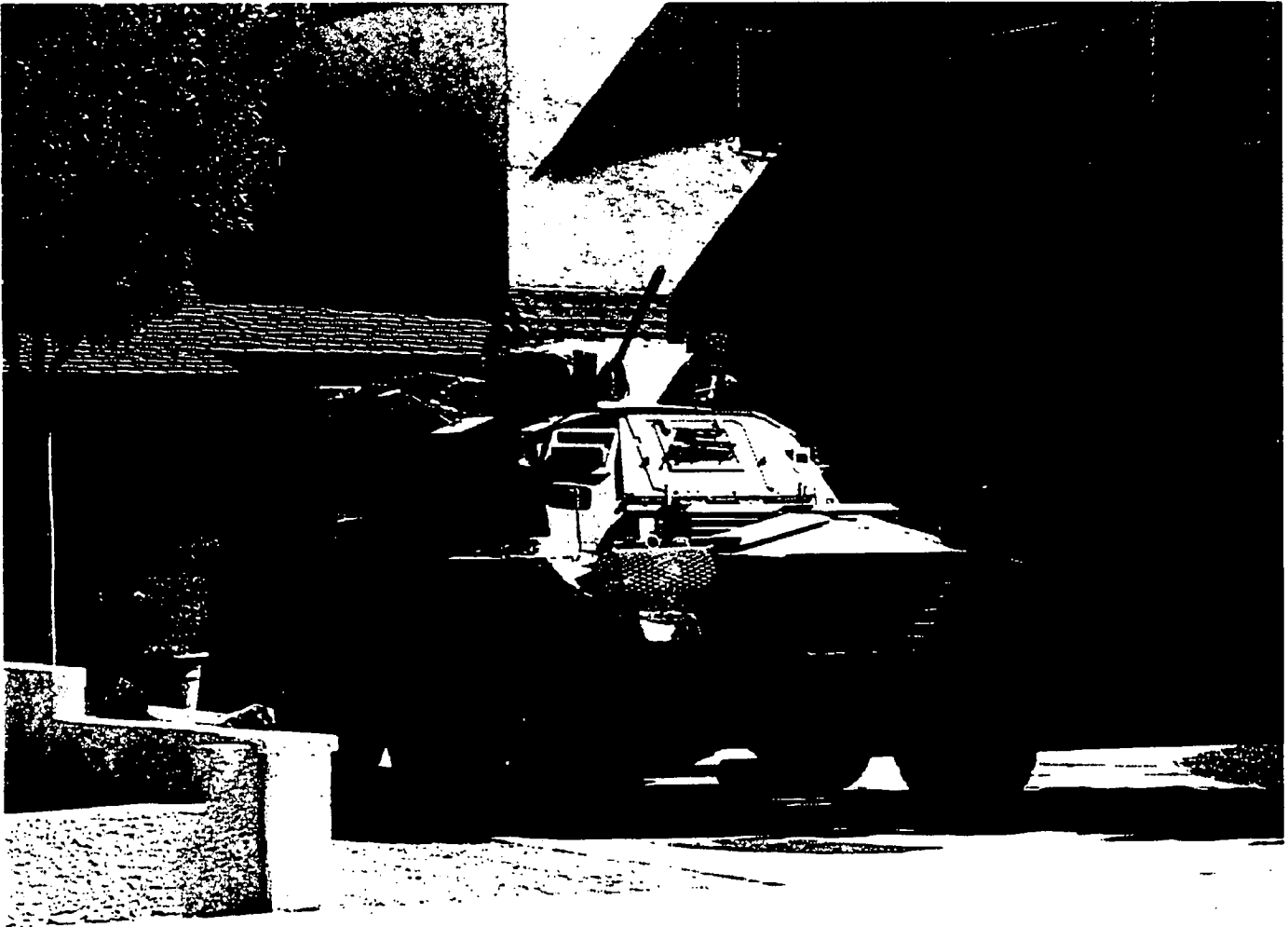
STAFF RECOMMENDATION: DENIAL.

If approved, subject to the following conditions:

1. The applicant must obtain a permit from the Department of Planning and Development to allow the storage of no more than the two specified military vehicles at the subject property.

Appeal of Director's Interpretation - Page Three
August 2, 2000 City Council Meeting

2. All property owners within the Twin Lakes Village Unit #11 subdivision shall be notified of the application for a permit and the Director of Planning and Development shall take into consideration the comments of the neighbors in making a decision whether or not to issue the permit. In the event a permit is issued it shall be subject to conditions determined to be appropriate by the Director.
3. In the event a permit to store no more than the two specified military vehicles is issued, the vehicles will be fully covered at all times when not in use.



**APPEAL OF DIRECTOR'S INTERPRETATION
1820 WEST MESQUITE AVENUE**

8-2-2000 CC

RESTRICTED

Sect 1 Introduction and Data

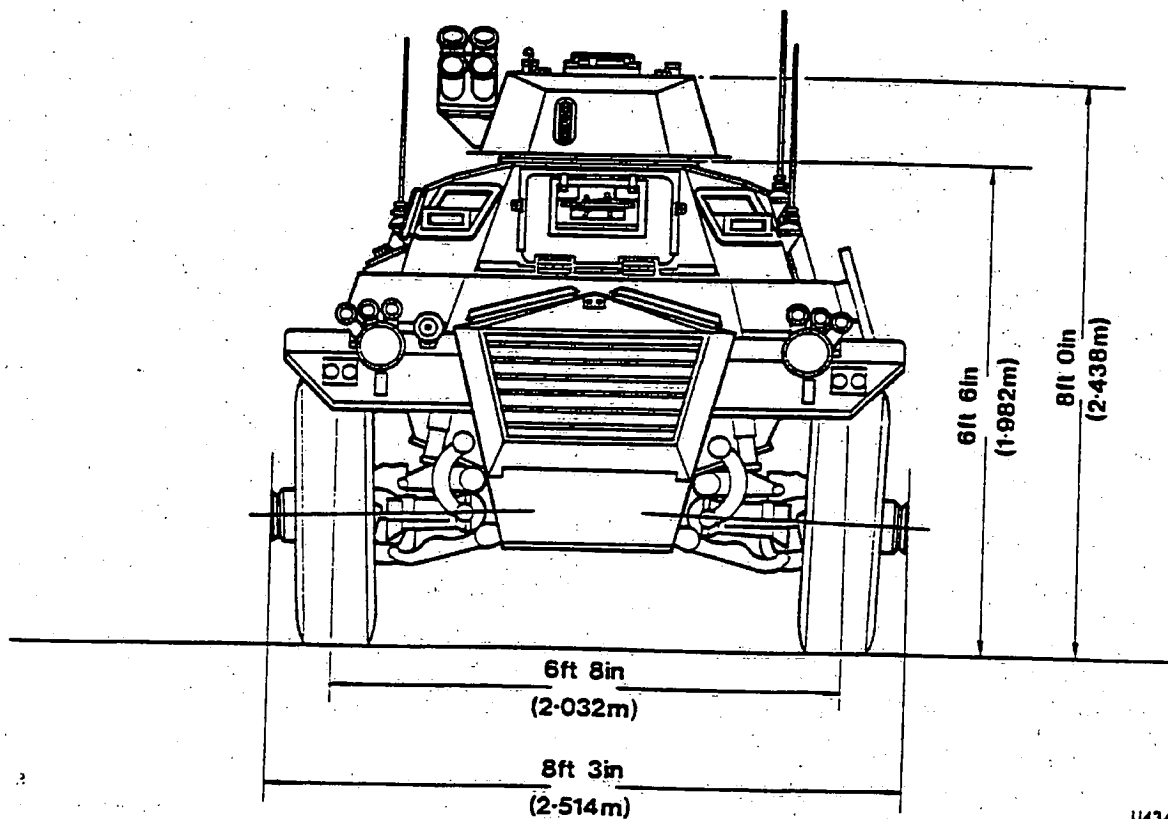
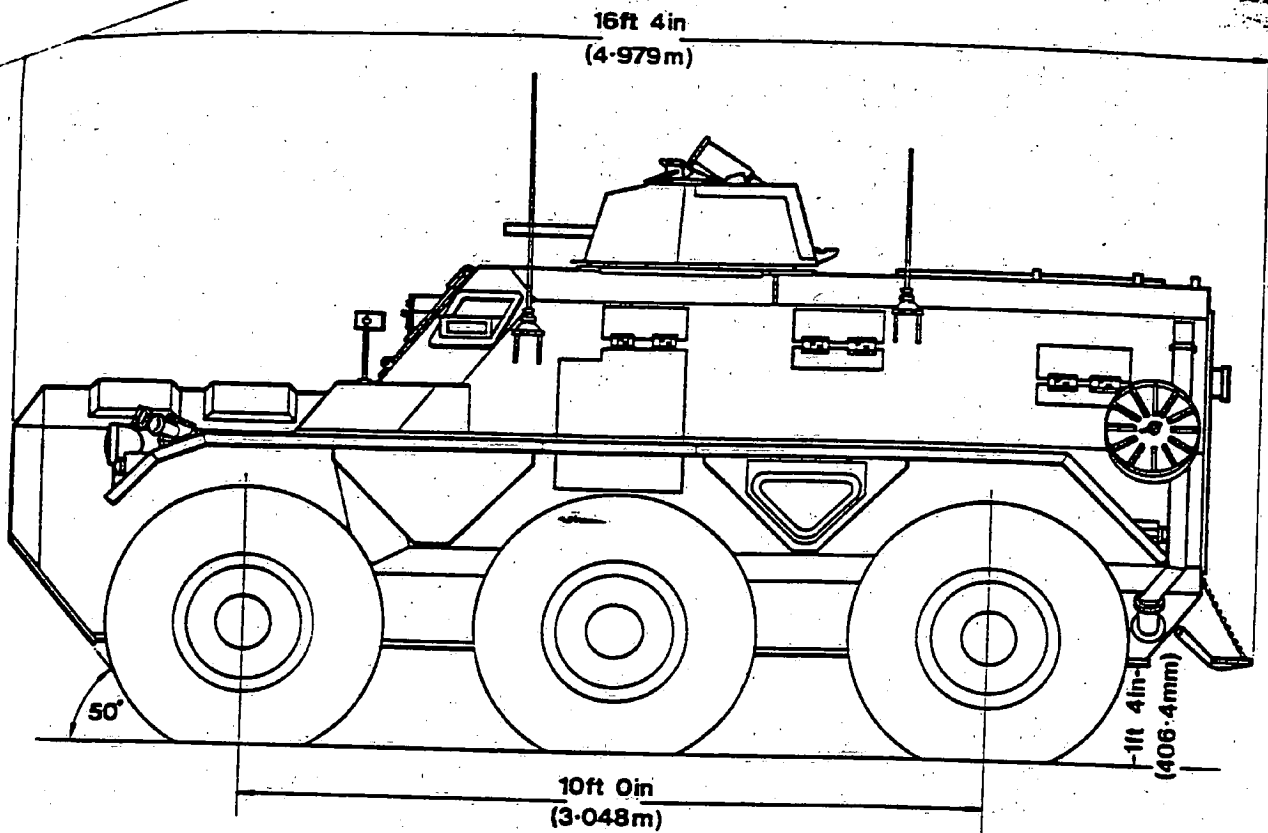


Fig 22 Vehicle dimensions - Saracen

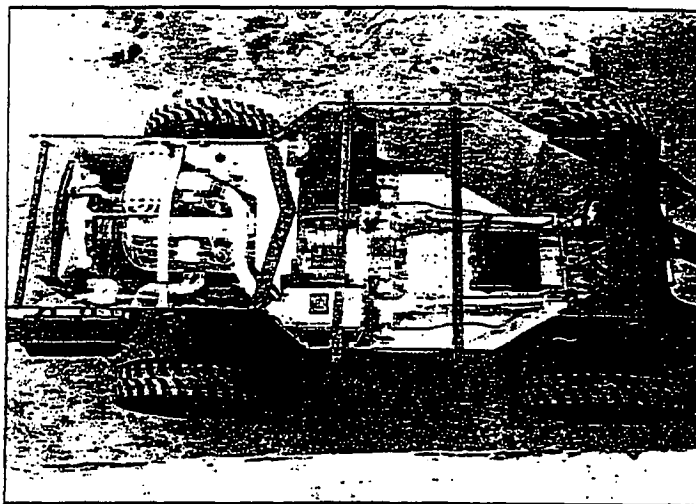
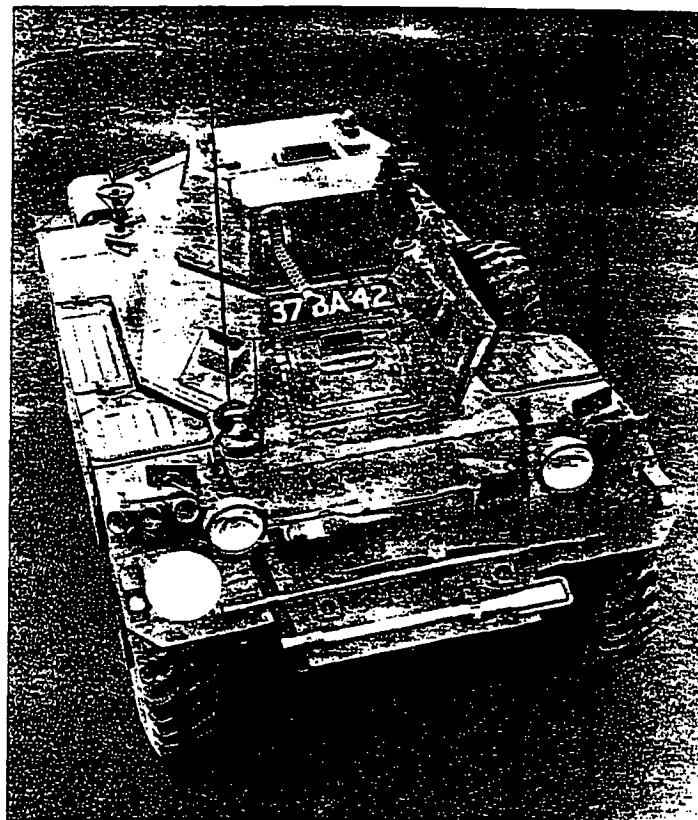
U4348/54

APPEAL OF DIRECTOR'S INTERPRETATION
1820 WEST MESQUITE AVENUE

8-2-2000 CC

elow. This view shows the fuel
ller, the oil cooler, and the oil
lter; the 'S' shaped duct joins
e air filter to the carburettor.
he arched tube below the oil
oler is a brace for the engine
mpartment; the angle iron at
e bottom replaces structural
igidity lost in the cut away.
TMB, 5192 E6)

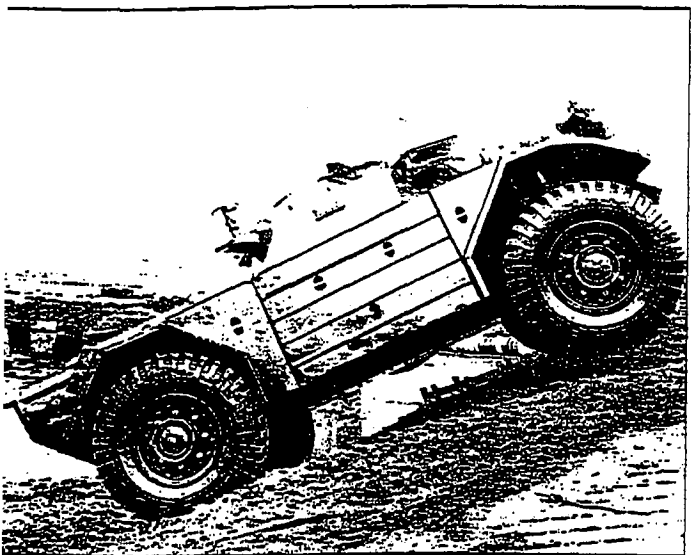
Right. Nice semi-aerial shot of an
early Mk 2 vehicle dating from
1951; this was a conversion from
a Mk 1 vehicle supplied under
the second production contract.
Note the early-type aerial bases
and the matt finish paintwork.
The side lights are of the second
pattern. (IWM, 29678/5)



Left. Very early Mk 1 vehicle
cresting a steep rise at the
Chertsey proving grounds; note
how the front wheels are off the
ground. (IWM, 25199/10)

Above. Overhead shot of the cut-
away instructional vehicle gives
an excellent view of the engine
and transmission layout. With
the covers removed, the centrally-

located transmission can be
easily seen, together with the
drive shafts running to the front
bevel boxes, either side of the
driver's seat. The battery boxes
can also be clearly seen to the left
and right of the transmission,
with the air filter positioned on
top of the right-hand battery.
(TMB, 5192 E2)



APPEAL OF DIRECTOR'S INTERPRETATION
1820 WEST MESQUITE AVENUE

8-2-2000 CC

GEORGE E. CROMER, ESQ.

A PROFESSIONAL CORPORATION
ATTORNEYS AT LAW612 SOUTH THIRD STREET
LAS VEGAS, NEVADA 89101

GEORGE E. CROMER

TELEPHONE
(702) 382-1777FAX
(702) 382-3160

July 5, 2000

Mayor Oscar B. Goodman
City Council Members
City of Las Vegas
400 Stewart Avenue
Las Vegas NV 89101RECEIVED
CITY CLERK
2000 JUL 10 P 2:44Re: Request for Appeal Hearing re: Director's
Interpretation regarding military vehicles at
1820 West Mesquite Avenue

Dear Sirs and Madam:

This office has been retained to represent the interests of Mr. William Stojack concerning parking of two (2) vehicles on his property located at 1820 West Mesquite Avenue. Attached hereto please find the June 29, 2000 letter from Planning Supervisor Viola Goodwin surrounding these two vehicles as well as my letter dated May 1, 2000 to Viola Goodwin.

It is hereby requested that an appeal to the City Council be entered on behalf of Mr. Stojack and that this matter be placed on City Council's agenda for determination.

We believe that Ms. Goodwin's analysis of the situation is incorrect for reasons:

- (1) The State of Nevada licenses these motor vehicles as passenger cars; and,
- (2) These vehicles are currently registered and insured pursuant to the regulations of the State of Nevada and can, in fact, be parked on roadways owned and operated by the State of Nevada.

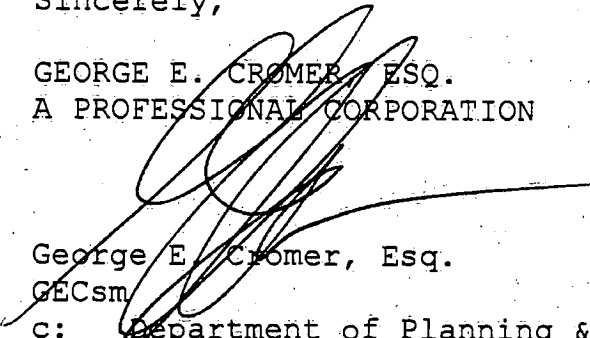
The vehicles are not stored but are parked on the driveway of Mr. Stojack's residence. We allege that Ms. Goodwin's interpretation of the definition of motor vehicle, to which the City Code does not speak to these types of vehicles, is an inclusive definition and must be superceded by state law. The State of Nevada has defined these vehicles as passenger vehicles and we believe that the City of Las Vegas lacking a specific definition necessarily permits their being parked on Mr. Stojack's driveway.

Mayor Oscar B. Goodman
City Council Members
July 5, 2000
Page 2

Please enter our appeal to your first available agenda.
Should you desire any further information, please do not
hesitate to contact this office.

Sincerely,

GEORGE E. CROMER, ESQ.
A PROFESSIONAL CORPORATION


George E. Cromer, Esq.
GECsm

c: Department of Planning & Development
City Clerk
William Stojack

GEORGE E. CROMER, ESQ.

A PROFESSIONAL CORPORATION
ATTORNEYS AT LAW

812 SOUTH THIRD STREET
LAS VEGAS, NEVADA 89101

GEORGE E. CROMER

TELEPHONE
(702) 382-1777

FAX
(702) 382-3160

May 1, 2000

City of Las Vegas Planning Department
Attn: Viola Goodwin
731 South Fourth Street
Las Vegas NV 89101

Dear Viola:

This office has been retained to represent the interests of William M. Stojack in his request that you issue a letter of clarification regarding the presence of two (2) vehicles on his property: a 1967 Alvis Saracen and a 1964 Daimler Ferret. These vehicles are parked at a private residence at 1820 West Mesquite Avenue, Las Vegas, Nevada, 89106.

Mr. Stojack, a retired Clark County fireman, has resided at this residence for 22 years. These vehicles are fully operable, they are not being repaired or under restoration. They are licensed and insured pursuant to the laws of the State of Nevada. In fact, they are classified by the State of Nevada as passenger cars, not for commercial use.

As a result of the receipt of a corrections notice, Mr. Stojack was additionally informed that they vehicles are not rated to carry a load of 1.5 tons or greater. It is our understanding that six (6) vehicles may be parked on the property in the driveway as long as they are licensed and operating.

I am enclosing herewith for your review several documents that support the statements, made herein. These surround the Ferret as well as the Saracen. The Saracen is identified as an APC Mk 5 and 6 which shows as being unladen at 22,490 pounds or 10.2 tons, and laden at 24,700 pounds or 11.2 tons for a difference of 2,210 pounds or 1 ton. The Ferret is a much smaller vehicle and that information is likewise contained in this packet.

City of Las Vegas Planning Department
Attn: Viola Goodwin
May 1, 2000
Page 2

Also enclosed please find copies of the Nevada Vehicle Registration Certificate and receipt for these two (2) vehicles bearing license number 332 KCL for the '64 Daimler and 488 KCM for the '67 Alvis.

It is our understanding that these vehicles can be properly parked on the street pursuant to the Las Vegas Metropolitan Police Department; however, they must be moved on a 72-hour basis if they are parked. Because we contend that these are passenger vehicles, not for commercial purposes and they can be parked on Mr. Stojack's property, we therefore request from your office, a letter of clarification regarding this issue. Said letter may be directed to this office.

Sincerely,

GEORGE E. CROMER, ESQ.
A PROFESSIONAL CORPORATION

George E. Cromer, Esq.
GECsm

c: Mr. William Stojack
Enclosures

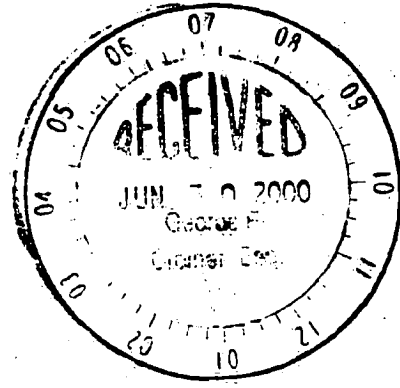


MAYOR
OSCAR B. GOODMAN

CITY COUNCIL
MICHAEL J. McDONALD
(MAYOR PRO-TEM)
GARY REESE
LARRY BROWN
LYNETTE B. McDONALD
RENCE WEEKLY
MICHAEL MACK

CITY MANAGER
VIRGINIA VALENTINE

June 29, 2000



Mr. George E. Cromer, Esq.
A Professional Corporation
612 South Third Street
Las Vegas, NV 89101

Re: Director's Interpretation regarding military vehicle storage at 1820 W. Mesquite Avenue

Dear Mr. Cromer:

You have requested clarification regarding the presence of a 1967 Alvis Saracen and a 1964 Daimler Ferret at 1820 W. Mesquite Avenue. You have identified these vehicles as fully operable, licensed and insured, and as passenger vehicles owned by Mr. Stojack, resident of the address noted above. Mr. Stojack is in receipt of a corrections notice from the City's Code Enforcement Division of the Neighborhood Services Department. The corrections notice advised Mr. Stojack that the vehicles in question cannot be stored at the above address. Enclosed with your letter are drawings and specifications of the two military vehicles in question. Below are the analysis and findings concerning this matter and information about how you may proceed with an appeal of this decision.

Analysis

Section 19A.04.060 *Standards for Certain Uses* addresses the storage of motor vehicles on residential properties. I have enclosed a copy of this section of Title 19A, the City's Zoning Code, for your reference. In question is whether this section of the Code is intended to allow the storage of the two armored military vehicles described above at Mr. Stojack's residence.

At the heart of this matter is the definition of the term "motor vehicle." Title 19A lacks a specific definition for this term. It is defined, by implication, in the definitions for new and used motor vehicle sales and in section 19A.04.060 (Vehicles). In these definitions motor vehicles are "...automobiles, motorcycles, and motor scooters..." or "...passenger cars, trucks, and motorcycles which are not designed or used for racing or for purposes other than transportation..." respectively. In the latter use of the term, "motor vehicles" are permitted to be stored on residential properties only when they are used for transportation.

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TDD 702.386.9108
www.ci.las-vegas.nv.us

Mr. George E. Cromer, Esq.
June 29, 2000
Page Two

Findings

The vehicles you have described are designed to be used for military purposes. This is a purpose other than transportation. Therefore, as the Director's Designee, I find that the storage of the 1967 Alvis Saracen and the 1964 Daimler Ferret is not a permitted use. These vehicles must be removed from the property at 1820 W. Mesquite Avenue within 30 days of the date of this letter.

You may appeal this decision to the City Council. An appeal must be in written form and must be filed in the office of the City Clerk with a copy to be filed in the office of the Department of Planning and Development. The appeal must be filed within 10 days of the date of this decision and shall specifically describe the decision at issue and the basis for the appeal. The appeal shall be considered on the next available agenda of the City Council.

If I can be of further service or if you have any questions, please contact me at 229-2082.

Sincerely,



Viola R. Goodwin
Planning Supervisor
Director's Designee

cc: Jim Shaddrick, Code Enforcement

VEHICLES [All Residential Districts]

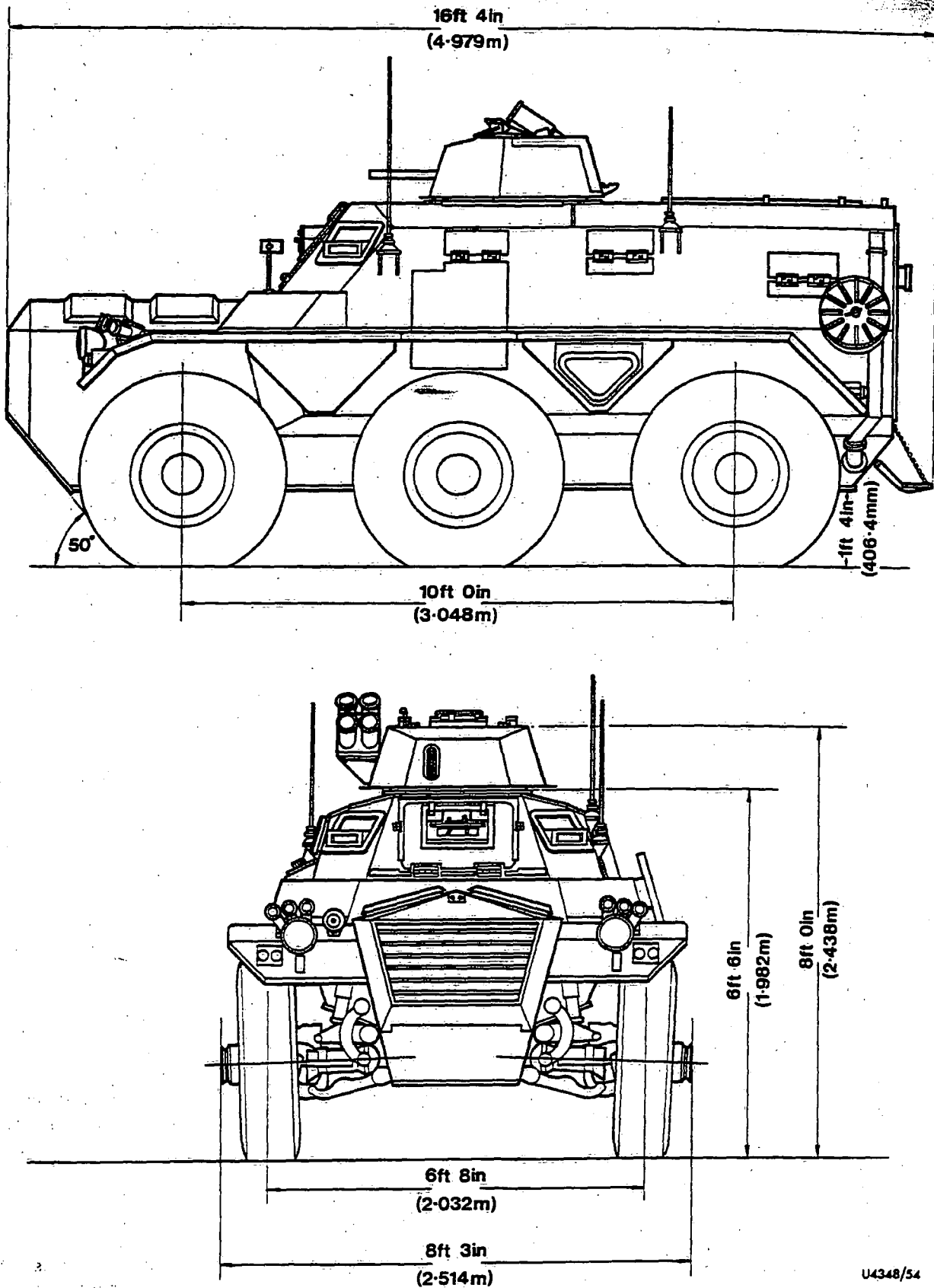
1. Except as otherwise provided in this Subsection, motor vehicles, including passenger cars, trucks and motorcycles which are not designed or used for racing or for purposes other than transportation, may be stored or repaired on any property in a residential district, provided the same do not constitute a nuisance, health or fire hazard offense under the provisions of this Code and do not have a detrimental effect on the neighborhood. The motor vehicles shall be stored:
 - a. Within a completely enclosed structure;
 - b. In the front yard, either on a designated or established driveway that leads to a garage or carport, or on a surface of concrete or asphaltic paving, gravel or chat which extends the full length of the vehicle; or
 - c. In the side yard, either obscured by an opaque fence six feet high, stored on a designated or established driveway that leads to a garage or carport, or stored on a surface of concrete or asphaltic paving, gravel or chat which extends the full length of the vehicle; provided, however, that the vehicle storage complies with the other provisions set out in this section.
2. Except as otherwise provided in Paragraph 10 below:
 - a. No more than three operable vehicles may be stored on a single family residential lot, or one vehicle per 1,250 square feet of lot area, whichever allows the greater number of vehicles; and
 - b. No more than six vehicles, whether operable or inoperable may be stored at one time on any single family residential lot.
3. In any residential district, a recreational vehicle or trailer may be stored:
 - a. Within an enclosed structure;
 - b. In a side or rear yard, if stored on a surface of concrete or asphaltic paving, gravel or chat which extends the full length of the stored item;
 - c. In a front yard, provided that:
 - 1) The side and rear yards are not reasonably accessible for storage purposes. A corner lot shall be deemed to have reasonable access, and the existence of a fence or block wall, by itself, shall not be deemed to prevent reasonable access to the side or rear yards; or
 - 2) The recreational vehicle or trailer is stored entirely in the yard area with no portion of the unit located closer than one foot from an adjacent public street or sidewalk; and
 - 3) The recreational vehicle or trailer is stored on a surface of concrete or asphaltic paving, gravel or chat which extends the full length of the stored item.
4. Any vehicle being repaired or stored in a residential district shall not be more than one and one-half tons in carrying capacity, and any vehicle being repaired must be owned by a permanent resident at the location where the repair takes place, except as provided in Paragraph 9 below.
5. Except as otherwise provided in Paragraph 10 below:

- a. Any vehicle that is located in a residential district and is in mechanically inoperable condition shall be stored or repaired in a garage, shed or other enclosure, in the driveway that leads to a garage or carport or in a rear yard which shall be enclosed by a six-foot-high opaque fence; provided, however, that if the abutting property is undeveloped, the opaque fencing shall not be required until the adjacent property is developed.
 - b. In a residential district, no repair outside of an enclosure may occur later than nine p.m. or earlier than seven a.m.
6. Except as otherwise provided in Paragraph 10 below:
 - a. In a residential district, no more than one vehicle that is in a mechanically inoperable condition shall be stored or repaired at any time outside of a fully enclosed building on the premises, and there shall be no repair of vehicles or storage of mechanically inoperable vehicles in the side yards.
 - b. A vehicle shall not be stored in a mechanically inoperable condition in a residential district for more than ninety days.
7. There shall be no storage of junked vehicles, or parts thereof, in any residential district. Only serviceable parts for owned vehicles may be stored on the premises. Such storage shall not be permitted in the front or side yards but shall be permitted in the rear yard only if such storage is either fully enclosed by a six-foot-high opaque fence or in a fully enclosed building; however, if the abutting property is undeveloped, the opaque fence or enclosed building shall not be required until the adjacent property is developed. No more than two hundred cubic feet of space shall be used for the storage of serviceable parts.
8. No repair of vehicles or storage of mechanically inoperable or unregistered vehicles shall be permitted on a public street. The repair and storage of vehicles whose primary function is other than the transportation of passengers, including but not limited to forklifts, backhoes, tractors and similar types of construction and industrial equipment used for noncommercial gardening purposes, is specifically prohibited in any residential district.
9. Nothing in this Subsection shall be construed to permit the operation of a business as defined in Title 6. There shall be no repair, restoration or modification of non-owned vehicles for money or barter on the property. However, this Subsection does not prohibit the temporary emergency repair of owned or non-owned vehicles which have become mechanically inoperable while on the property or in the street.
10. On any residential lot owned by a member of a duly-recognized organization of automobile collectors or restorers, the owner may exceed the limitations on vehicle storage and repair set forth in Paragraphs 2, 5(a) and 6 above with respect to the restoration, refurbishing or rebuilding of his or her own classic or antique vehicle if:
 - a. Any such vehicles are covered with a full-vehicle pullover top when they are not being worked on; and
 - b. The owner obtains the approval of the Director of Planning and Development. At the Director's discretion, the approval may take the form of a permit, and the approval or permit may include a limitation on the number of vehicles being stored or worked on, as well as other appropriate limitations or conditions.

AC 61335

Sect 1 Introduction and Data

RESTRICTED



U4348/54

Fig 22 Vehicle dimensions - Saracen

RESTRICTED

AC 61335

1 Introduction and D.

RESTRICTED

DATA

DIMENSIONS See Fig 22 and 23

APPROXIMATE WEIGHTS

APC Mk 1, 2 and 3 -

ACV Mk 1 and 2

Laden	10.2 tonnes	(22,490 lb)
Unladen	8.7 tonnes	(19,180 lb)

APC Mk 5 and 6 -

ACV Mk 5 -

AMB

Laden	11.2 tonnes	(24,700 lb)
Unladen	10.2 tonnes	(22,490 lb)

ACP

Laden	11.2 tonnes	(24,700 lb)
Unladen	9.6 tonnes	(21,160 lb)

BRIDGE CLASSIFICATION

Mk 1, 2 and 3	11
Mk 5 and 6, ACP, AMB	12

SHIPPING TONNAGE

APC, ACV, AMB	26 ton 35 cu ft
ACP	29 ton 37 cu ft

PERFORMANCE

MAXIMUM RANGE AT 48 km/h (30 mile/h) -	
roads	350 km (220 miles)
MAXIMUM RANGE AT 32 km/h (20 mile/h) -	
cross-country	210 km (130 miles)
MAXIMUM SPEED	72 km/h (45 mile/h)
TRENCH CROSSING	1.5 m (5 ft 0 inches)
FORDING DEPTH	0.79 m (2 ft 7 inches)
TURNING CIRCLE	13.7 m (45 ft 0 inches)
TOWING CAPABILITY	1 ton trailer

ENGINE LUBRICATION	Dry sump, pressure-fed system with driver's low pressure warning light circuit.
--------------------------	---

ENGINE COOLING	Coolant circulation through engine jacket and gilled tube radiator, system pressurized to 104 kN/m ² (15 lbf/in ²)
----------------------	---

SUSPENSION	All round independent torsion bar suspension with double-acting shock absorbers front and rear wheel stations.
------------------	--

STEERING	Hydraulically assisted pressure reservoir with low pressure warning light circuit.
----------------	--

BRAKES	Drum brakes hydraulically operated, servo-assisted, pressure reservoir with low-pressure warning light circuit.
--------------	---

CHAPTER 4: TECHNICAL DESCRIPTION

SPECIFICATION

Table 3. Dimensions and weight

	Mk 1	Mk 1/2	Mk 2	Mk 4	Mk 5
Dimensions (mm):					
Length	3835	3835	3835	4140	4140
Width	1905	1905	1905	2159	2159
Height	1448	1651	1879	2032	2134
Wheelbase	2286	2286	2286	2286	2286
Track	1549	1549	1549	1753	1753
Ground clearance	330	330	330	381	381
Weight (kg)*:					
Combat weight	4216	4370	4394	5488	5894
Unladen weight	3505	3660	3683	4763	5080
Bridge class	4	4	4	5	5

* The weight given in each case is for the heaviest up-armoured version.

Table 4. Performance

	Mk 1	Mk 1/2	Mk 2	Mk 4, 5
Speed (km/h):				
Maximum, on road	93	93	93	80
Average, off road	40	40	40	40
Maximum, in water	-	-	-	4**
Angle of operation (deg):				
Approach angle	60	60	60	55
Departure angle	50	50	50	47
Entry to water	-	-	-	25**
Departure from water	-	-	-	25**

** Mk 4 vehicles only.

Fuel consumption: maximum demand (litre/hr), 39 at 3000rpm; 45 at 3750rpm; on road, 0.31 litre/km.

Maximum range: 306km, on road; 160km, off road.

Turning circle: 11.58m.

Vertical obstacle: 406mm.

Ditch crossing (trench) with channels: 1220mm.

Maximum gradient: 46%.

Maximum gradient for stop and restart: 30%.

Two removable tappet chest covers provided access to the exhaust valve gear.

Crankshaft

The Mk 3A engine used a fully-machined forged crankshaft of heat-treated EN19 steel, with Nitrided (nitrogen-hardened) main bearing and crank pin journals, and integral crank counterweights. The main journals were concentrically bored for lubrication, with the bores blanked-off by shaped washers at the ends.

Mk 6A engines had a simplified drop-forged crankshaft, again with Nitrided bearing surfaces and integral counterweights. Lubrication of the bearing journals was

effected by holes drilled through the journal into the crank webs, closed at the webs by press-fitted plugs.

Crankshaft bearings

Both types of crankshaft were supported in seven indium flushed, thin-wall steel-backed bearings, with a lead-bronze lining. The indium was provided to protect the bearing against corrosion, while the lead-bronze material formed the actual wearing surface. Crankshaft end thrust was taken by split steel-backed lead-bronze thrust washers, fitted either side of the centre main bearing.

Crankshaft seals

The crankshaft had a rubber lip-type oil seal fitted into the timing gear housing at the nose end, with an Acme left-hand thread seal at the flywheel end.

Crankshaft damper

In order to further reduce vibration, there was an external steel/rubber bonded friction damper mounted on the nose of the crankshaft, and contained within the lower belt driving pulley.

Connecting rods and pistons

The connecting rods were I-section chrome-molybdenum steel forgings, either fully-machined, or drop forged to size. Each rod was drilled through from big end to small end for lubrication purposes, and a small hole cross-drilled through the rod, directed oil onto the cylinder wall.

The rods were originally weighed and graded in steps of 28gm (1 oz) and colour-coded accordingly; the weight was etched on the radius at the big end. Sets of rods for any particular engine were balanced to within 28gm per set.

Light aluminium-alloy Wellworthy or Aerolite pistons were employed, tin-coated to a depth of 0.0075mm. The pistons were of solid skirt design in Mk 3A engines, T-slot split-skirt type in Mk 6A units, and were machined slightly elliptical, with the greater diameter being across the thrust face. Three grooves were provided above the gudgeon pin, fitted with two compression rings, one of square section, one of L section, and a 'Duaflex' oil scraper ring. The top ring was chromium-plated.

The gudgeon pin was of hollow heat-treated steel, fully-floating in the piston. Aluminium plugs were installed in the ends of the pin to prevent possible damage to the cylinder walls.

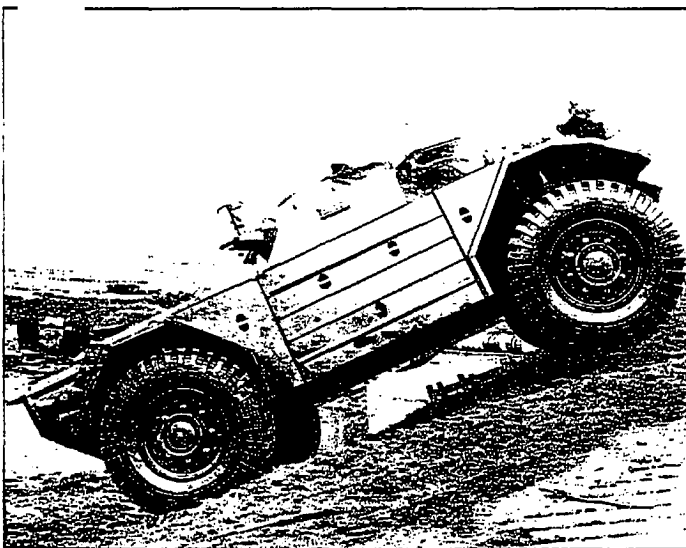
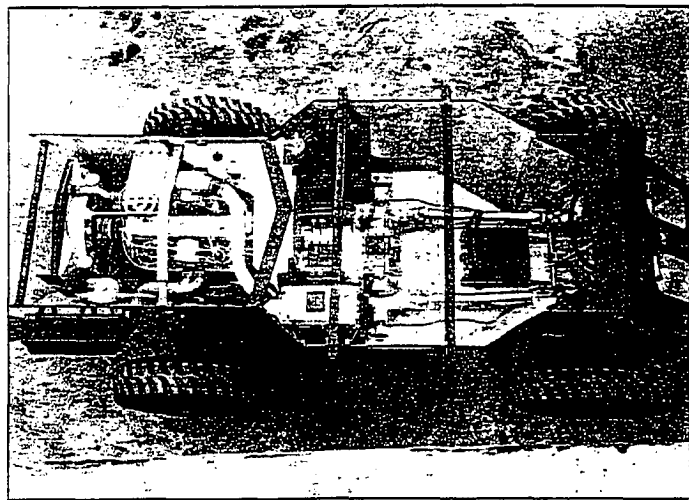
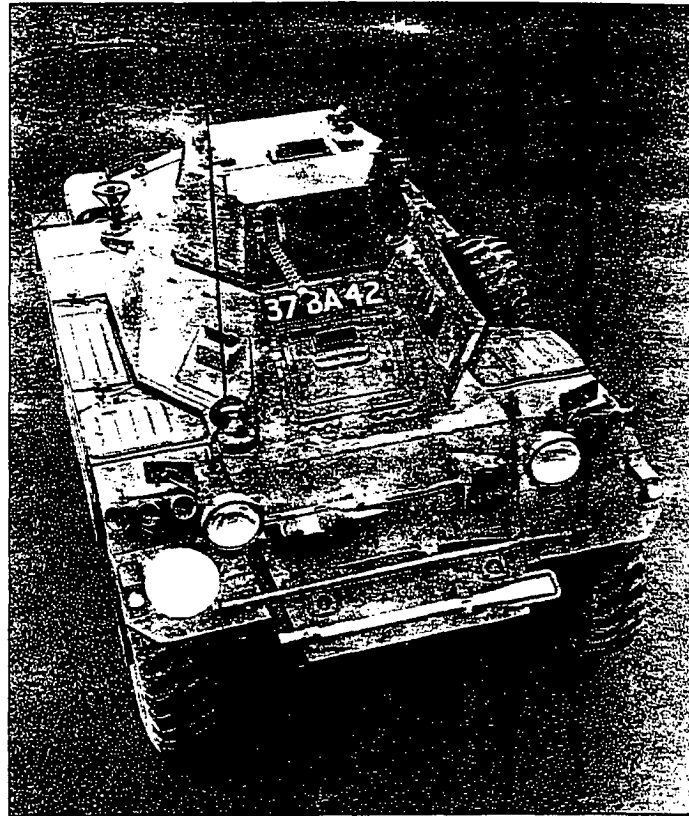
Cylinder head

On the Mk 3A engines, the cylinder head was of aluminium-alloy with screwed nickel-chrome steel inserts for the inlet valves, and bronze threaded inserts for the sparking plugs. On Mk 6A units, the cylinder head was of cast-iron with machined inlet-valve seatings, and with

CHAPTER 4: TECHNICAL DESCRIPTION

Below. This view shows the fuel filler, the oil cooler, and the oil filter; the 'S' shaped duct joins the air filter to the carburettor. The arched tube below the oil cooler is a brace for the engine compartment; the angle iron at the bottom replaces structural rigidity lost in the cut away. (TMB, 5192 E6)

Right. Nice semi-aerial shot of an early Mk 2 vehicle dating from 1951; this was a conversion from a Mk 1 vehicle supplied under the second production contract. Note the early-type aerial bases and the matt finish paintwork. The side lights are of the second pattern. (IWM, 29678/5)



Left. Very early Mk 1 vehicle cresting a steep rise at the Chertsey proving grounds; note how the front wheels are off the ground. (IWM, 25199/10)

Above. Overhead shot of the cut-away instructional vehicle gives an excellent view of the engine and transmission layout. With the covers removed, the centrally-

located transmission can be easily seen, together with the drive shafts running to the front bevel boxes, either side of the driver's seat. The battery boxes can also be clearly seen to the left and right of the transmission, with the air filter positioned on top of the right-hand battery. (TMB, 5192 E2)

NEVADA VEHICLE REGISTRATION CERTIFICATE

DEPARTMENT OF MOTOR VEHICLES
& PUBLIC SAFETYTRANS.
TYPE 13

AND RECEIPT

REGULAR PLATE

19470N

07/27/00 EXPIRES

LICENSE NUMBER	VEH. YR/MAKE	TYPE	MODEL NUMBER	NAME	CYL	ORIGINAL MFR. PRICE	F. AND A.	WEIGHT
332 KCL	64DAI	SP	RECON		6	5,000	G	

VEHICLE IDENTIFICATION NUMBER (VIN)

COUNTY BASED IN

REG. FEE

PRIVILEGE TAX

EXPT.

PERS.-PLATE FEE

01304241

CLARK

33.00

6.00

TITLE FEE

VALIDATED

TOTAL FEES

20.00 62 1.00 50 1.00

07/27/99

414.85

255.51 82 97.34 99 1.00

CUSTOMER COPY

STOJACK, WILLIAM
STOJACK, VIRGINIA
1820 W MESQUITE AVE
LAS VEGAS
10:04:45 BM QT

NV 89106

0263753

PLEASE READ INSTRUCTIONS ON
THE BACK OF THIS DOCUMENT

428/575

NEVADA VEHICLE REGISTRATION CERTIFICATE

DEPARTMENT OF MOTOR VEHICLES
& PUBLIC SAFETYTRANS.
TYPE 13

AND RECEIPT

REGULAR PLATE

238090

08/04/00 EXPIRES

LICENSE NUMBER	VEH. YR/MAKE	TYPE	MODEL NUMBER	NAME	CYL	ORIGINAL MFR. PRICE	F. AND A.	WEIGHT
488 KCM	67ALV	3S	SARAC		8	2,250	G	

VEHICLE IDENTIFICATION NUMBER (VIN)

COUNTY BASED IN

REG. FEE

PRIVILEGE TAX

EXPT.

PERS.-PLATE FEE

05FF45

CLARK

33.00

6.00

TITLE FEE

VALIDATED

TOTAL FEES

20.00 54 2.00 50 1.00

08/04/99

74.00

12.00

CUSTOMER COPY

STOJACK, WILLIAM
1820 MESQUITE AVE
LAS VEGAS
13:09:16 BM IV

NV 89106

0254036

PLEASE READ INSTRUCTIONS ON
THE BACK OF THIS DOCUMENT

100/26

229 5184
NEIGHBORHOOD SERVICES DEPARTMENT
CITY OF LAS VEGAS
CODE ENFORCEMENT

CORRECTION NOTICE

Location 1820^W MESQUITE AVE

I have this day inspected these premises and have found the following violations of City ordinances that need correcting:

Per Viola Goodwin, 229-2082
@ Planning Dept you must
obtain a special permit from
her in order to keep these
World War II vehicles @ a res-
idence - in addition, one
requirement is that no one
within 100 feet (neighbors)
reject their presence
please take immediate
action

Thank

YOU ARE HEREBY NOTIFIED TO CORRECT THE ABOVE

VIOLATION(S) BY

3-300

Failure to comply may result in further action by this office.

If you have any questions, please call 229-6615.

#20
Inspector

2.22.00
Date

☐ This is a neighborhood cleanup.



July 17, 2000

CERTIFIED & REGULAR MAIL

MAYOR
OSCAR B. GOODMAN

CITY COUNCIL
MICHAEL J. McDONALD
(MAYOR PRO-TEM)
GARY REESE
LARRY BROWN
LYNETTE B. McDONALD
RENCE WEEKLY
CHAEEL MACK

CITY MANAGER
VIRGINIA VALENTINE

Mr. George E. Cromer, Esq.
On behalf of William Stojack
612 South Third Street
Las Vegas, Nevada 89101

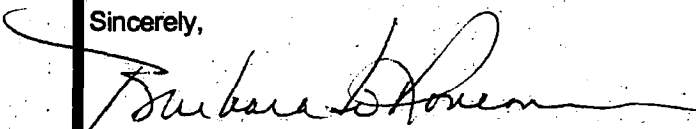
Re: Notice of Appeal Hearing - Director's Interpretation regarding military vehicle storage at 1820 West Mesquite Avenue

Dear Mr. Cromer:

You are hereby notified that a hearing has been scheduled before the Las Vegas City Council at 400 Stewart Avenue, Las Vegas, Nevada on the 2nd day of August 2000, at the hour of 1:00 p.m. This hearing is in response to your letter dated July 5, 2000 requesting the same, concerning the Director's Interpretation regarding military vehicle storage at 1820 West Mesquite Avenue.

If you have any questions or need further information please do not hesitate to contact our office at 229-6311.

Sincerely,


Barbara Jo Ronemus
City Clerk

BJR/bkb

cc: Willard Tim Chow, Director, Planning & Development
Viola Goodwin, Manager, Planning & Development
Steve George, Deputy City Attorney

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TDD 702.386.9108
www.ci.las-vegas.nv.us

Is your RETURN ADDRESS completed on the reverse side?

SENDER:

- Complete items 1 and/or 2 for additional services.
- Complete items 3, 4a, and 4b.
- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write "Return Receipt Requested" on the mailpiece below the article number.
- The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):

1. ☐ Addressee's Address
2. ☐ Restricted Delivery

Consult postmaster for fee.

3. Article Addressed to:

Mr. George E. Cromer, Esq.
On behalf of William Stojack
612 South Third Street
Las Vegas, Nevada 89101

4a. Article Number

7099 3220 0045 1317800

4b. Service Type

- ☐ Registered ☒ Certified
- ☐ Express Mail ☐ Insured
- ☐ Return Receipt for Merchandise ☐ COD

7. Date of Delivery

7/7/00

5. Received By: (Print Name)

SARAH PARISH

6. Signature: (Addressee or Agent)

X Sarah Parish

8. Addressee's Address (Only if requested and fee is paid)

PS Form 3811, December 1994

Domestic Return Receipt

Thank you for using Return Receipt Service.

**CITY COUNCIL MINUTES
MEETING OF
AUGUST 2, 2000**

Page 1

**VERBATIM TRANSCRIPT: ITEM 104 – APPEAL FILED BY GEORGE CROMER, ESQ., ON BEHALF
OF WILLIAM STOJACK, REGARDING A DIRECTOR'S INTERPRETATION IN WHICH IT WAS FOUND
THAT THE STORAGE OF MILITARY VEHICLES ON RESIDENTIAL PROPERTY LOCATED AT
1820 W. MESQUITE AVENUE**

MAYOR GOODMAN

Item 104, this is Appeal of Director's Interpretation. An appeal filed by George Cromer, Esq., on behalf of William Stojack, regarding a Director's Interpretation in which it was found that the storage of military vehicles on residential property located at 1820 West Mesquite Avenue is not a permitted use. And the staff recommends denial. Would you please identify yourselves.

WILLIAM STOJACK

I'm William Stojack. I live at 1820 West Mesquite and have so for 22 years now.

MAYOR GOODMAN

Mr. Stojack.

ATTORNEY GEORGE CROMER

I'm George Cromer at 612 South Third Street.

MAYOR GOODMAN

Very good.

VIOLA GOODWIN, PLANNING &
DEVELOPMENT

Viola Goodwin. I work in Current Planning.

MAYOR GOODMAN

All right. Let's hear from you, Ms. Goodwin.

VIOLA GOODWIN, PLANNING &
DEVELOPMENT

In February of this year, Mr. Stojack was served a correction notice for 1820 West Mesquite Avenue and advised that he needed to obtain a special permit for two military vehicles he was parking in the driveway of his home. When he came down to talk to us at Planning & Development, we determined that it wasn't a permitted use and that he didn't qualify for a permit and asked him to request a Director's Interpretation so that we could put that in writing.

On June 29th of this year, that Director's Interpretation was issued and Mr. Stojack filed an appeal. The pertinent information here is from Title 19A. Section 19A.04.060(b) – Vehicles, Paragraph 1 states: "Except as otherwise provided in this subsection, motor vehicles, including passenger cars, trucks and motorcycles which are not designed or used for racing or for purposes other than transportation, may be stored or repaired on any property in a residential district, provided the same do not constitute a nuisance, health or fire hazard offense under the provisions of this code, and do not have a detrimental effect on the neighborhood."

The photograph that you're seeing is one of the military vehicles, but not both of them. The intent of this section of the code is to limit the storage of motor vehicles on residential property to passenger cars, trucks, motorcycles and vehicles of a similar nature. It does not allow the

**CITY COUNCIL MINUTES
MEETING OF
AUGUST 2, 2000**

Page 2

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storage of cars, trucks or motorcycles that are designed for racing or purposes other than transportation. The vehicles in question are designed for military purposes and are therefore not permitted to be stored/parked on residential property.

The City has received complaints from Mr. Stojack's neighbors regarding the storage of the military vehicles on his property. This indicates to staff that Mr. —, at least some of Mr. Stojack's neighbors do consider the military vehicles to be a nuisance and to have a detrimental affect on the neighborhood. And the end result of these complaints was the correction notice. Staff recommends denial. If approved, subject to three conditions.

MAYOR GOODMAN

All right. Thank you very much for your presentation. Mr. Cromer, Mr. Stojack.

ATTORNEY GEORGE CROMER

Yes, Mr. — Mayor and members of the Council, these vehicles, while originally a military purpose, are now in the hands of a private citizen. They were originally designed to carry passengers, albeit those passengers were designed originally to be carried into harm's way, they're no longer used for that. These vehicles are simply collectors' items. They're used on an every day basis. They're licensed and insured under the laws of the State of Nevada. They have license plates on them. The State of Nevada has determined that they are passenger vehicles. And, in fact, they fit into the definition of vehicles as it relates to NRS. And I would direct your attention to NRS 482.135, 482.087 for passenger cars and motor vehicles definition 482.075. Those statutes indicate that a vehicle is something that's used to carry people and that it's motorized and — properly licensed on the street.

In fact, one of the vehicles right now is sitting in the parking lot of the City Hall over in, across the street here on Ogden, or Stewart, and is in fact in a parking stall that is proper size. It's — in fact used by Mr. Stojack on a regular basis. These vehicles do not fall into a definition that the City has provided. And in fact the City's clarification letter indicates, and Ms. Viola's analysis indicates that the heart of this matter is the definition of the term motor vehicle.

Title 19A lacks a specific definition for this term. It is defined, as she states, by implication that, the definitions for new and used motor vehicles. This, these motor vehicles were purchased from a dealer. They were properly licensed by the State of Nevada. They're insured. And they're

**CITY COUNCIL MINUTES
MEETING OF
AUGUST 2, 2000**

Page 3

**VERBATIM TRANSCRIPT: ITEM 104 – APPEAL FILED BY GEORGE CROMER, ESQ., ON BEHALF
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simply a different type of vehicle. If we're going to decide now on what type of vehicles people can drive, I would suggest that people who drive hummers, which are military vehicles, be not permitted to park those on their – lot. I would suggest that Arnold Schwarzenegger would properly not be able to park his vehicle on his site, on his driveway in the City of Las Vegas.

I would also suggest that there are other types of vehicles which are military in nature, as originally designed, that have now been sold to the general population and a civilian population which are properly classified as passenger vehicles. And in fact, while this may differ from a tank, and I would – suggest to you that a tank being a treaded vehicle is different, these are vehicles designed to carrier passengers. And in fact, one of them is a passenger carrying vehicle, albeit into harm's way, it's still designed for that specific purpose.

Because the City code does not delineate what is and what isn't a passenger vehicle, the State of Nevada's law must control on these issues. And the State's law state that vehicles are every device in, upon or by which any person or property is or may be transported or drawn upon a public highway, excepting devices moving – by human power or used exclusively upon stationary rails or tracks. The, this is the case in these. These are tired vehicles. They're properly licensed and we would suggest that the decision by the Director's designee is arbitrary and capricious as it relates to vehicles. Otherwise, there would be a myriad of vehicles, such as a Willy's jeep that would be designated as a military vehicle. A hummer, which would be designated as a military vehicle.

The decision of the Director in that regard surely goes beyond the scope of what's contained in the Title. And because the Title does not speak to other than motor vehicles, vehicles and passenger vehicles, without providing a sufficient definition, the definition contained by NRS, which this – body knows that it – is the supreme power of the State of Nevada, would have to control. And in fact, these vehicles are properly parked on the streets of Las Vegas, by virtue of their licensing and registration. And they can be so parked on the street for up to 72 hours. There should be no distinction between being able to park your vehicle on the street and not being able to park it in your driveway where your driveway is of sufficient construction, etc. And that's not been alleged in the case here.

**CITY COUNCIL MINUTES
MEETING OF
AUGUST 2, 2000**

Page 4

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Originally these, the inspector stated that he believed that these were gross carrying weight in excess of 1.2, or 1.5 tons. That's not the case. We provided that information to Ms. Viola and her determination then turned on what she perceived to be the definition of a motor vehicle. And I think that the, it's clearly here that these are motor vehicles. The State of Nevada recognizes them. So, there's various associations across the United States that – register these motor vehicles, that trace them, that provide them with information as to their original destinations and where they were located. It can only be concluded that because the statute and the City code in question here does not provide a specific definition against these vehicles, that these vehicles are included under the definition of motor vehicle.

MAYOR GOODMAN

Thank you. Mr. Stojack, you want to say anything.

WILLIAM STOJACK

If I might.

MAYOR GOODMAN

Sure.

WILLIAM STOJACK

I, basically, I – concur, obviously, with what – Mr. Cromer says.

MAYOR GOODMAN

I hope so. You're paying him.

WILLIAM STOJACK

I – exactly. I – retired after 23 years of public safety. It's a hobby. I use these vehicles in all the parades, myself and a group of other collectors. We were at the, invited to the British car show at Palace Station three weeks ago. It's a Daimler. It's a Daimler Ferret with a Rolls Royce motor. The State of Nevada, I researched the codes to make sure before I purchased the vehicles I could legally register them and operate them. I researched the City codes and – now it seems as though it's come down – Yes, I'm sure there've been multiple complaints. Unfortunately, I think if the truth came out, it's the same person repeatedly complaining.

When I have a City inspector approach me and his first statement is, after I say may I help you, his comment is you can't have these, I, this takes me aback somewhat. The large one that you're seeing here is to be, I was approached by Andre Agassi when I was sitting at Starbucks one evening and he now wants to include it in his next Children's' Charity Benefit. He wants me, asked me if I'd donate the use of the vehicle and my time, which I will, and he wants to auction off a high security limousine ride for four couples to Rosemary's Gourmet Restaurant on West

**CITY COUNCIL MINUTES
MEETING OF
AUGUST 2, 2000**

Page 5

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Sahara. I said I'd be more than happy to participate. You know, this is a historical type of thing. And I, I'm just at my wits' end.

It seems as though now the City of Las Vegas is putting themselves in a position and I've stated it to several people, after living here for 22 years, if I have a neighbor that purchases say a van or any type of vehicle, has it painted in neon pink with neon blue stripes and I find it aesthetically displeasing, my options in this country I have thought have always been two things: a) don't look at it; b) don't purchase one. But this doesn't seem to be the case. It seems as though we're headed down a road that's saying yes, you can; no, you can't. The color is the determination. What it was is what it is now. So –

MAYOR GOODMAN

Okay. Thank you.

ATTORNEY GEORGE CROMER

Thank you.

MAYOR GOODMAN

This is not a public hearing, Mr. (inaudible). Mr. George, you've – heard the – presentations. If there anything that you've heard which you'd like to bring to our attention to help us resolve this?

DEPUTY CITY ATTORNEY STEVE
GEORGE

Sure. Your Honor, in just reading the case law on your scope of review, mentioning that the scope of review on this application is strictly limited to the interpretation of the code section that's before you. Not whether or not this is appropriate or not an appropriate use, but whether or not the code section either allows or prohibits the, this vehicle to be kept at this premises.

In reviewing some of the case law, there's one specific case that might give us guidance and direction in making, rendering our decision on this interpretation. And that's the Boulder City versus Cinnamon Hills case. And it provides that Boulder City's interpretation of its own land use laws is cloaked with the presumption of validity and will not be disturbed absent the manifest abuse of discretion. There are many other cases throughout the State of Nevada that basically provide for this position, that unless the interpretation leads to an absurd result, that the courts are bound to uphold the local government's interpretation of their codes.

I think a presentation has been made to the City Council with regard to their position on this and the City Council has had a presentation by staff and would need to determine

**CITY COUNCIL MINUTES
MEETING OF
AUGUST 2, 2000**

Page 6

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THAT THE STORAGE OF MILITARY VEHICLES ON RESIDENTIAL PROPERTY LOCATED AT
1820 W. MESQUITE AVENUE**

within that scope of review whether or not the intent is as stated.

MAYOR GOODMAN

Okay. In order for us to have the full picture as well, and before there's any comment on the part of my fellow Councilmen, Ms. Goodwin, could you tell us what are the three conditions that would be considered to be appropriate if in fact we vote in favor of Mr. Stojack's position?

VIOLA GOODWIN, PLANNING &
DEVELOPMENT

Yes, I can. The first one is that the applicant must obtain a permit from the Department of Planning & Development to allow the storage of no more than the two specified military vehicles at the subject property. The second is that all property owners within the Twin Lakes Village Unit Number 11 Subdivision shall be notified of the application for a permit and the Director of Planning & Development shall take into consideration the comments and concerns of the neighbors in making a decision whether or not to issue the permit. In the event a permit is issued, it shall be subject to conditions determined to be appropriate by the Director and specifically subject to Condition Number 3 below, which is in the event a permit to allow the storage of no more than two specified military vehicles is issued, the vehicle will be fully covered at all times when not in use.

MAYOR GOODMAN

All right, now, Mr. Cromer, Mr. Stojack, you've – heard that. Assuming that the Council were of the – mind to vote in your favor, would those conditions be acceptable?

ATTORNEY GEORGE CROMER

The conditions would be acceptable in – terms of one. The problem is the next door neighbor. That he, he's the one that continues to make these complaints. He's going to continue to make these –

MAYOR GOODMAN

Well, there wasn't anything that Ms. Goodwin said which required unanimity on the part of the neighbors.

ATTORNEY GEORGE CROMER

Okay.

MAYOR GOODMAN

She just said that they'd be notified, they'd have input to the Director and the Director could consider their input in making his decision.

ATTORNEY GEORGE CROMER

Okay. The – other – question is – these vehicles are utilized on a regular basis. They, none of them sit for more than 72 hours in any one spot to begin with. And I believe that because the – conditions being imposed are simply to change the – nature of Mr. Stojack's front yard as opposed to, I mean, if he were to park these on the street in front –

CITY COUNCIL MINUTES
MEETING OF
AUGUST 2, 2000

Page 7

VERBATIM TRANSCRIPT: ITEM 104 – APPEAL FILED BY GEORGE CROMER, ESQ., ON BEHALF OF WILLIAM STOJACK, REGARDING A DIRECTOR'S INTERPRETATION IN WHICH IT WAS FOUND THAT THE STORAGE OF MILITARY VEHICLES ON RESIDENTIAL PROPERTY LOCATED AT 1820 W. MESQUITE AVENUE

MAYOR GOODMAN

Just asking the question.

ATTORNEY GEORGE CROMER

Yes.

MAYOR GOODMAN

Has he agreed to those or not?

WILLIAM STOJACK

My only concern would be primarily the conditions that I have to cover them, after using. If, I somehow get the impression if I was in a position to collect Maseratis or Ferraris, that I wouldn't be required to cover them when I parked them in my driveway. That's, I have a problem with that.

MAYOR GOODMAN

So therefore, when you say you have a problem, you would not agree to that.

WILLIAM STOJACK

That one point. So –

MAYOR GOODMAN

Okay. Any questions from the Council? Yes, Councilman.

COUNCILMAN McDONALD

Thank you, Your Honor. With respect to Councilman Weekly, I used to represent this area, before the redistricting, before the expansion of the Council. This was an item that has come up before. Number one, I think in discussion when we first addressed this item, is we talked to several surrounding neighbors, not just the one that was adjacent and obviously – there's differences in times and places that neighbors are going to disagree. We've seen that happen with the expansion of buildings, to neighbors at the last Council meeting. This is no different.

On the same issue that this is a military vehicle, when we first drove up obviously we – sat back and looked at them and said there's a tank in the front yard. The same question was proposed to us and I had my staff do the research. We called the State of Nevada, we also went through the DMV. These are licensed and insured, they're registered.

In talking to some of the neighbors, the neighbors say they utilize these as conversation pieces. They are collectors' items. In the same respect, I think, that these fall and, I said it today, they fall under the same guideline as the hummer. If you look outside right now, we were up in the office earlier, when you – pulled up across the street, what's wrong –

AL GALLEGOS

My vehicle is a military vehicle made in Japan. So, –

CITY COUNCIL MINUTES
MEETING OF
AUGUST 2, 2000

Page 8

VERBATIM TRANSCRIPT: ITEM 104 – APPEAL FILED BY GEORGE CROMER, ESQ., ON BEHALF OF WILLIAM STOJACK, REGARDING A DIRECTOR'S INTERPRETATION IN WHICH IT WAS FOUND THAT THE STORAGE OF MILITARY VEHICLES ON RESIDENTIAL PROPERTY LOCATED AT 1820 W. MESQUITE AVENUE

COUNCILMAN McDONALD

Right. The same respect, and Al just pointed that out, that his, he has a vehicle from Japan. So, I – the same thing applies, I think, it's – If you look at a hummer, a hummer's actually wider than these vehicles. A hummer that is a three ton vehicle. Now, we've used hummers at every neighborhood association when we go up and we had National Night Out, we bring up the military. When we do national picnics, or our neighborhood picnics, we bring out the hummers and the military vehicles that are driving on the streets, that are licensed to the same respect. This is a, obviously a mode of a different transportation as far as aesthetics, what it looks like. But the respect that we've looked at as far as legally, I don't say you can differentiate this from a Volkswagen vehicle that was used in World War II, a motorcycle that was used in World War II. They were still modes of transportation. They were still used as, in military parades, I guess, or whatever you want to utilize that at.

But the respect that this is no different than any other ones, I kind of come to the same guidelines that okay, now we got to make, if you're going to have them, than you got to, you'll have to cover them. Wait a minute, next we're going to tell them you have to paint them purple or something? I mean, it gets to the point where this is – If this is licensed, by the State of Nevada, which sets our Charter as the City of Las Vegas, they said it's okay; this is a moot conversation.

MAYOR GOODMAN

Mr. Chow? It's your determination that is being the subject of the review. Has there anything, has anything been said which would change your determination?

TIM CHOW, DIRECTOR OF
PLANNING & DEVELOPMENT

No, Sir.

MAYOR GOODMAN

All right. All right. Well, from my perspective, I understand the arguments of the Mayor Pro Tem and they make a lot of sense to me, but I'm concerned that we're – putting a legal concept into jeopardy here, that the matter that is under consideration is the Director's decision and unless it's an abuse of, a manifest abuse of discretion, I don't think we have a choice but to follow it. But it's up to the Council and the vote, of course. Yes, Councilman.

COUNCILMAN WEEKLY

(inaudible) Councilman Brown.

**CITY COUNCIL MINUTES
MEETING OF
AUGUST 2, 2000**

Page 9

**VERBATIM TRANSCRIPT: ITEM 104 – APPEAL FILED BY GEORGE CROMER, ESQ., ON BEHALF
OF WILLIAM STOJACK, REGARDING A DIRECTOR'S INTERPRETATION IN WHICH IT WAS FOUND
THAT THE STORAGE OF MILITARY VEHICLES ON RESIDENTIAL PROPERTY LOCATED AT
1820 W. MESQUITE AVENUE**

COUNCILMAN BROWN

Thank you, Your Honor. To – the gentleman that owns them, you said you've lived in the neighborhood for 22 years?

WILLIAM STOJACK

Yes, Sir.

COUNCILMAN BROWN

Did you do any kind of correspondence with the neighbors that you do know, as far as their support or opposition?

WILLIAM STOJACK

I – talked to all the neighbors that I know, with the exception of one. And I've had, this is a part of this whole thing. I have a '51 Willy's jeep that my father purchased in 1953, which I restored at my home, in the driveway. And when the inspector initially came out, it's done as a military jeep. And when the inspector initially made contact with me, his basic statement was this jeep has to go too. And I go, really, why? Well, it's a military jeep. I go so, in other words, you're telling me if I paint it, if I painted it red, blue or green, I could leave it here; is that correct? And he said that's absolutely right. And – this is the type of thing that I think Councilman McDonald is alluding to. And this is a concern of myself and a great many other people in this community. Where are you going to draw the line?

That's – this is a problem. And when you say military, you're – ipso facto creating a new category of vehicles when in fact under State law there is no new category of vehicles. So –

COUNCILMAN BROWN

Right. But – let, here, let me get back to my question.

WILLIAM STOJACK

Well, okay. To answer, further answer your question –

COUNCILMAN BROWN

Hold on. Hold on. Let me, I'll – clarify my question. I, I've heard that three times now. Simply put, since I have no backup on what initiated the investigation, either a neighbor calling or a drive-by, nor do I have any documentation of those opposed or in support of, which usually gives us a balance; my question specifically is have you talked to some of the neighbors and if, I think you started to answer yes, would that –

WILLIAM STOJACK

Some of the neighbors are presently here. And a neighborhood representative is here.

**CITY COUNCIL MINUTES
MEETING OF
AUGUST 2, 2000**

Page 10

VERBATIM TRANSCRIPT: ITEM 104 – APPEAL FILED BY GEORGE CROMER, ESQ., ON BEHALF OF WILLIAM STOJACK, REGARDING A DIRECTOR'S INTERPRETATION IN WHICH IT WAS FOUND THAT THE STORAGE OF MILITARY VEHICLES ON RESIDENTIAL PROPERTY LOCATED AT 1820 W. MESQUITE AVENUE

COUNCILMAN BROWN

Was that – Okay. 'Cause I'd, for one, it would – have helped me to find a sense of where the neighborhood is aesthetically and where the neighborhood is as far as these specific vehicles?

WILLIAM STOJACK

I – can attempt to give you that. They've been utilized for neighborhood – my children are 25 and 23 years of age. They'll always be my children, but I seem to be the most popular father in the neighborhood. Because it's always Bill, can you bring this down for the birthday party? Can you take the kids for a ride? Which I always comply with. As far as the aesthetics of the neighborhood, one of the reasons I have a problem with this enforcement action is three houses down I have a house with weeds a foot deep in the yard. It's a rental house and two supposedly abandoned vehicles sitting in the driveway that aren't licensed, are not operable and are obviously in violation of the City code.

COUNCILMAN BROWN

Have you called –

WILLIAM STOJACK

I – No, I personally have not. I'm not that type of person.

COUNCILMAN BROWN

Okay. All right. I – would defer back to the – Mayor. My – question was answered. Simply that understand our backup has no protest received, no approvals received. So –

WILLIAM STOJACK

Certainly. I – wasn't aware that we had to provide a backup to you. Is that a City function?

ATTORNEY GEORGE CROMER

If you want, there's several of the neighbors in the audience here today.

COUNCILMAN BROWN

Appreciate that.

MAYOR GOODMAN

Any other questions or comments?

COUNCILMAN McDONALD

I – Okay.

COUNCILMAN WEEKLY

Yes, Your Honor. I do.

MAYOR GOODMAN

Yes, Councilman.

COUNCILMAN McDONALD

The only thing I was going to say is, Your Honor, is that, and I am not questioning Mr. – Chow, in whatsoever. But as an elected official, we got elected to set policy and procedures, and that is a government that we need to take a look at. In no way is this an adversarial approach to Mr. Chow. I respect him at the highest, said that publicly before.

CITY COUNCIL MINUTES
MEETING OF
AUGUST 2, 2000

Page 11

VERBATIM TRANSCRIPT: ITEM 104 – APPEAL FILED BY GEORGE CROMER, ESQ., ON BEHALF OF WILLIAM STOJACK, REGARDING A DIRECTOR'S INTERPRETATION IN WHICH IT WAS FOUND THAT THE STORAGE OF MILITARY VEHICLES ON RESIDENTIAL PROPERTY LOCATED AT 1820 W. MESQUITE AVENUE

However, having been involved with this for the last four years, that we've – seen this development take a new effect, it is the – job of the Mayor and City Council to – regard this as policy and realize that the State does govern our Charter and they said it was perfectly legal. That's, so, just as long as that's out that this is not any way against Mr. Chow.

MAYOR GOODMAN

Appreciate that. Councilman Weekly?

COUNCILMAN WEEKLY

Yeah. Your Honor, I guess I have a couple questions here. I just wanted to know from Viola's standpoint, how many complaints did you all actually receive, on this particular item?

VIOLA GOODWIN, PLANNING & DEVELOPMENT

They went to Code Enforcement, so I don't know.

COUNCILMAN WEEKLY

I'm sorry?

VIOLA GOODWIN, PLANNING & DEVELOPMENT

They went to Code Enforcement, so I'm not sure.

COUNCILMAN WEEKLY

Okay. Semenza?

DAVID SEMENZA, MANAGER OF CODE ENFORCEMENT

You have the file up there. The first complaint was in October of '99 and we've followed it up ever since then.

COUNCILMAN WEEKLY

Okay. I guess my feeling on this is I looked out of the window also and looked at your – vehicle, Mr. Stojack. It's very beautiful – vehicle there.

WILLIAM STOJACK

Thank you.

COUNCILMAN WEEKLY

I guess I have to ask myself the question if I were your next door neighbor, would I want it next door to my house? And the answer came back to me saying no, I wouldn't want it next to my house. But who am I also to sit here and tell you as a property owner, owning your property for 22 years, what you can and cannot have on your property. Then when I look at the backup material here and I see that the State has issued you license on this and I'm understanding in my briefing that State really didn't know what to do with your vehicles, am I right?

VIOLA GOODWIN, PLANNING & DEVELOPMENT

Well, –

**CITY COUNCIL MINUTES
MEETING OF
AUGUST 2, 2000**

Page 12

**VERBATIM TRANSCRIPT: ITEM 104 – APPEAL FILED BY GEORGE CROMER, ESQ., ON BEHALF
OF WILLIAM STOJACK, REGARDING A DIRECTOR'S INTERPRETATION IN WHICH IT WAS FOUND
THAT THE STORAGE OF MILITARY VEHICLES ON RESIDENTIAL PROPERTY LOCATED AT
1820 W. MESQUITE AVENUE**

COUNCILMAN WEEKLY

Or how to even license this? Because, I mean, I understand that they came up with some, how was this labeled, SP or something?

VIOLA GOODWIN, PLANNING &
DEVELOPMENT

One of them is SP, the other is 3S. What we don't know is what those mean.

COUNCILMAN WEEKLY

And when – asking them this, Mr. Stojack, they couldn't really answer that particular question. Maybe you could shed some light on that for us.

WILLIAM STOJACK

That didn't actually come up. No, I – No, there –

COUNCILMAN WEEKLY

What does – SP mean then? Just for my own information.

WILLIAM STOJACK

I have no idea.

COUNCILMAN WEEKLY

Okay.

WILLIAM STOJACK

To be perfectly honest with you.

MAN FROM AUDIENCE

Special.

COUNCILMAN WEEKLY

It's what? Special what?

ATTORNEY GEORGE CROMER

Specialty vehicle.

MAYOR GOODMAN

Special project.

MAN FROM AUDIENCE

(inaudible)

UNIDENTIFIED SPEAKER

Special project.

COUNCILMAN WEEKLY

Okay.

WILLIAM STOJACK

All right, the comment was made and the State research it, obviously, when I got the motor vehicle inspection. They reverted to the applicable NRS standard that states a – passenger car or passenger vehicle is any vehicle designed to carry ten or fewer people.

COUNCILMAN WEEKLY

Right.

WILLIAM STOJACK

That's – what it's based on.

COUNCILMAN WEEKLY

Okay. And being that, again, we have that in our, I'm not sure if the public has that, but we do have that in our backup

**CITY COUNCIL MINUTES
MEETING OF
AUGUST 2, 2000**

Page 13

**VERBATIM TRANSCRIPT: ITEM 104 – APPEAL FILED BY GEORGE CROMER, ESQ., ON BEHALF
OF WILLIAM STOJACK, REGARDING A DIRECTOR'S INTERPRETATION IN WHICH IT WAS FOUND
THAT THE STORAGE OF MILITARY VEHICLES ON RESIDENTIAL PROPERTY LOCATED AT
1820 W. MESQUITE AVENUE**

material, here your Nevada – vehicle registration certificate and receipt. We have that here. You know, Councilman McDonald made a comment about our job is to set policies and procedures and I think the – stance that Dr. Chow has made is just basically going off of the code. I don't think it's anything personal. It's – just a City code that we're, that this – not this Council, but some Council set this policy and procedure in place. But with that, you know, obviously you do have some type of community support. And, as you well know, I think our job here is to protect the integrity of the neighborhood. And, you know, people are concerned about their quality of life, maintaining or upgrading their quality of life, and also the value of their property, you know.

I guess with me, with the conditions that Ms. Goodwin pointed out, you would still probably have to come back before Council anyway.

WILLIAM STOJACK

As I said, the only problem I would have is, since I use them on a daily basis, is having to put a cover or a tarp over the vehicles when I park them. I can park them in front of my house and not have to do that.

COUNCILMAN WEEKLY

I wish I, it would have helped me to –

WILLIAM STOJACK

That's the dichotomy there.

COUNCILMAN WEEKLY

Yes, Sir. I under – Yes, Sir. I wish I had had some information here showing me whom was opposed, how many and whom was in support. I see you have some of the residents here with you, and I know the residents in Twin Lakes are very active people.

WILLIAM STOJACK

Yes, we do. Yes, we are.

COUNCILMAN WEEKLY

And we had a really good show of support at our neighborhood meeting there. What I'd like to do, Your Honor, is make a motion if there are no more questions or comments at this time.

MAYOR GOODMAN

Well, –

COUNCILMAN McDONALD

One – comment.

COUNCILMAN WEEKLY

Yes?

COUNCILMAN McDONALD

There's only one person that complained as far as the car, as Council Action Request.

**CITY COUNCIL MINUTES
MEETING OF
AUGUST 2, 2000**

Page 14

VERBATIM TRANSCRIPT: ITEM 104 – APPEAL FILED BY GEORGE CROMER, ESQ., ON BEHALF OF WILLIAM STOJACK, REGARDING A DIRECTOR'S INTERPRETATION IN WHICH IT WAS FOUND THAT THE STORAGE OF MILITARY VEHICLES ON RESIDENTIAL PROPERTY LOCATED AT 1820 W. MESQUITE AVENUE

COUNCILMAN WEEKLY

Yes.

MAYOR GOODMAN

See I – have a problem. And I'll tell you what it is. I agree with you philosophically, the government shouldn't tell you what you're supposed to be doing in your driveway, if it's in conformance with the law. I mean, I – appreciate that and I support that concept. That's none of our business, if it's within the law. However, we have a determination by our Director that the only way, I've been advised by our City Attorney we could reverse it is if we find it be a clear abuse of discretion. And I just, I can't find that. So I urge you not to feel that we're leaning on you, but if you would agree with the conditions, we could help you. Even though as a matter of principle you disagree. But if you can't, then I'm going to have to vote to uphold –

COUNCILMAN WEEKLY

And – that's the only way that, Mr. Stojack, I could support this appeal for you, is you agree to the conditions. Because again, I'm going simply off of the Director's interpretation –

WILLIAM STOJACK

Right.

COUNCILMAN WEEKLY

– and that's just strictly the code. And that's what we're going off of. But I can't support you simply because, you know, you – have served your country. You are a retired firefighter. You've been a good neighbor to the City – of Las Vegas and you are a property owner. But the code says one thing and we're doing something else. But if you would tell us that you are going to abide by the conditions, I mean, I understand that's probably tough for your to cover your vehicles, but I would think, I would rather cover my vehicles than to have to go, for us to tell you another condition would be to go find another storage place for those vehicles.

WILLIAM STOJACK

Well, in – addition to the fact of then we're going to get down to what determines covering, definition of that, which I'm sure we could do, the problem I have with it primarily is I was told by the second inspector's visit, they're referring to a section of the code that is for classic cars, collectible vehicles. That I could apply, and Miss Goodwin, for a permit that would allow me to have the vehicles there. That is to have those vehicles above the population of vehicles I'm allowed to have on the property; okay? I can only fit four vehicles on that property, really parked.

COUNCILMAN WEEKLY

Yes.

**CITY COUNCIL MINUTES
MEETING OF
AUGUST 2, 2000**

Page 15

**VERBATIM TRANSCRIPT: ITEM 104 – APPEAL FILED BY GEORGE CROMER, ESQ., ON BEHALF
OF WILLIAM STOJACK, REGARDING A DIRECTOR'S INTERPRETATION IN WHICH IT WAS FOUND
THAT THE STORAGE OF MILITARY VEHICLES ON RESIDENTIAL PROPERTY LOCATED AT
1820 W. MESQUITE AVENUE**

WILLIAM STOJACK

So, I felt it was inapplicable for me to have to apply for a permit when the code states over and above that they wouldn't count. So, okay, and I, what brought this whole thing to a head and forced Miss Goodwin to make a determination and Mr. Chow, was all I did was ask the inspector whatever the decision is, I would like it in writing. Because once this is handled, I don't want it to come back again.

MAYOR GOODMAN

Okay. Well, you understand the terms and you don't want to agree with them and I – appreciate and I admire your, you know, your decision. But, Councilman, you have a motion?

COUNCILMAN WEEKLY

As I was just saying to you, do you still have a problem with the conditions?

WILLIAM STOJACK

Well, I'd – like to – have some other people heard regarding this.

MAYOR GOODMAN

There's no need for it.

WILLIAM STOJACK

No public hearing on it?

MAYOR GOODMAN

No, we're assuming that there's only one neighbor who objects to it.

WILLIAM STOJACK

Okay.

MAYOR GOODMAN

Yeah. Councilman?

WILLIAM STOJACK

Can I talk to my attorney for just a minute?

MAYOR GOODMAN

Certainly. Councilman Brown.

COUNCILMAN BROWN

Your Honor, I agree with and I appreciate your separating the issues for us. I do want to ask the Director, if it's appropriate, or staff. I'm not sure if my backup's complete. But the Director's interpretation found that the storage of military vehicles, storage seems to be a key word here. Separate from the aesthetics, be it the pink van that was referenced, but the storage. Help – me understand how, if these are licensed and they're both in the – driveway and are in fact driven, how is our definition of storage appropriate here?

VIOLA GOODWIN, PLANNING &
DEVELOPMENT

Well, it's a little – hard to get here, based on our section of the code.

**CITY COUNCIL MINUTES
MEETING OF
AUGUST 2, 2000**

Page 16

VERBATIM TRANSCRIPT: ITEM 104 – APPEAL FILED BY GEORGE CROMER, ESQ., ON BEHALF OF WILLIAM STOJACK, REGARDING A DIRECTOR'S INTERPRETATION IN WHICH IT WAS FOUND THAT THE STORAGE OF MILITARY VEHICLES ON RESIDENTIAL PROPERTY LOCATED AT 1820 W. MESQUITE AVENUE

COUNCILMAN BROWN

Yeah, I – and that's, and, to both. To both of you individuals here. I'm a little bit confused 'cause we're, we seem to be jumping back and forth. I – think the aesthetic picture has been drawn. The licensing has been drawn. But this storage, and maybe directly to Mr. Chow as far as that interpretation. Is storage a critical component of your interpretation?

VIOLA GOODWIN, PLANNING & DEVELOPMENT

On – that too.

TIM CHOW, DIRECTOR OF PLANNING & DEVELOPMENT

I'll defer to Miss Goodwin.

COUNCILMAN BROWN

I'm – sorry. Whoever's appropriate; yeah.

VIOLA GOODWIN, PLANNING & DEVELOPMENT

Okay. It, it's, we would use this section of the code to address the parking of commercial vehicles. For instance, that wouldn't be appropriate for a residential neighborhood. For instance, a semi-truck. A semi-truck is licensed to be on the road, but we wouldn't allow it to be parked in the front of the yard, in the front of the home or on the street for any length of time. And we would use this code to do that. And another piece of that is the capacity. There's a ton and a half capacity, carrying capacity allowed. Well, that portion of this code is there to prevent the parking of commercial vehicles.

In the case of a military vehicles, it was difficult to apply because it's not until, you don't think of it in terms of carrying capacity. But it was clearly intended to keep commercial vehicles out of residential neighborhoods above a certain size. And so, yes, we would apply this for parking concern on residential properties in terms, and consider that in terms of storage.

MAYOR GOODMAN

Thank you. Anything else, Councilman? All right. Mr. Stojack, have you –

AL GALLEGOS

Mayor, I would have to – remark on this, I have a military vehicle.

MAYOR GOODMAN

I appreciate that, but that's not – the appropriate time, Mr. Gallegos.

AL GALLEGOS

Well, I don't –

CITY COUNCIL MINUTES
MEETING OF
AUGUST 2, 2000

Page 17

VERBATIM TRANSCRIPT: ITEM 104 – APPEAL FILED BY GEORGE CROMER, ESQ., ON BEHALF
OF WILLIAM STOJACK, REGARDING A DIRECTOR'S INTERPRETATION IN WHICH IT WAS FOUND
THAT THE STORAGE OF MILITARY VEHICLES ON RESIDENTIAL PROPERTY LOCATED AT
1820 W. MESQUITE AVENUE

WILLIAM STOJACK

This was an ambiguous, of great concern to Mr. Cromer and I, because at the beginning of the determination it says storage. You cannot store these here. Well, I'm not storing them here. I'm – parking them in my driveway and then at the end, and under these conditions, it says when you're through using them, you must cover them. And it's difficult for me to conceive how they can both be stored and then covered when you're done using them at the same time.

MAYOR GOODMAN

Okay.

ATTORNEY GEORGE CROMER

And I would – point out to Your Honor, that while the State of Nevada still defines these as motor vehicles, even your code and your Code Enforcement determination made that she brought this on by implication. There's no – finding that this code is being violated. That's – the real crux of this problem. Is that they're saying it's being violated by implication which I do believe it results in a large amount of discretion being used and when there's clearly a State law which would supercede any kind of City ordinance or City claims as to what is or is not a passenger vehicle, that these have to be necessarily be considered passenger vehicles because a State agency has said that they are passenger vehicles.

And therefore, that would constitute a clear abuse of discretion in denying that status. Commercial vehicles are likewise licensed in a different manner. And that's clearly within – the scope of the City to prevent those types of vehicles from being parked in driveways. But because the State of Nevada has determined for these to be passenger vehicles and has issued regular license plates, I think that the City is bound by that determination because they can be parked on the street.

MAYOR GOODMAN

Thank you. Mr. George? I'm not trying to lay the decision off to you, but has, is there anything that you've heard which would change your – prior legal opinion as far as manifest abuse of discretion?

DEPUTY CITY ATTORNEY STEVE
GEORGE

Your Honor, there hasn't been. However, maybe I can further explain the definition for manifest abuse of discretion. The Supreme Court basically just defines it in two terms. One, whether or not there's substantial evidence on the record to support the decision and that's been defined as that which a reasonable mind might accept as adequate to support the conclusion that the Council comes to. In other terms, other words, it really just means is there a rational

**CITY COUNCIL MINUTES
MEETING OF
AUGUST 2, 2000**

Page 18

**VERBATIM TRANSCRIPT: ITEM 104 – APPEAL FILED BY GEORGE CROMER, ESQ., ON BEHALF
OF WILLIAM STOJACK, REGARDING A DIRECTOR'S INTERPRETATION IN WHICH IT WAS FOUND
THAT THE STORAGE OF MILITARY VEHICLES ON RESIDENTIAL PROPERTY LOCATED AT
1820 W. MESQUITE AVENUE**

basis for the Council's decision. And if there is, the Council's decision should be upheld. If there is not, it will not.

The other term is the arbitrary and capricious standard. The arbitrary and capricious standard basically means whether or not there's any evidence to support that conclusion. Very similar to the substantial evidence finding. And the Supreme Court has basically termed that as an abuse of that discretion, being that the Council did it for absolutely no reason (inaudible). They did not have a basis.

MAYOR GOODMAN

Thank you very much. All right, Councilman Weekly?

COUNCILMAN WEEKLY

Okay. So I guess I'm back to the question again. How do you feel about the conditions?

WILLIAM STOJACK

Well, number one, I still have to apply for a permit; is that not correct?

VIOLA GOODWIN, PLANNING &
DEVELOPMENT

Right.

WILLIAM STOJACK

Okay. The only condition I have a problem with is the covering at the end of use. Now, is that – would obviously not apply when I'm parked on a public street? I.e., in front of my house? Well, I'm – asking a question. I'm not –

VIOLA GOODWIN, PLANNING &
DEVELOPMENT

Well, I – I think the other consideration is that there are two vehicles. Is one of the assumptions is that you're only going to be using one at a time.

WILLIAM STOJACK

That's a fair assumption. Well no, it's not actually, because I have other people that drive them for parades and to meets and things like that. So there can be times that they can both be gone or they could both be there.

VIOLA GOODWIN, PLANNING &
DEVELOPMENT

And – there. And when they are both in use, then of course neither one of them would be covered.

WILLIAM STOJACK

I – probably contravene motor vehicle law if I covered them and drove down the street; yes.

MAYOR GOODMAN

All right. That's – I under –

COUNCILMAN WEEKLY

What I'm going to do – , Mr. Stojack, is I'm going to go ahead and because you're licensed on this, you – were issued a

CITY COUNCIL MINUTES
MEETING OF
AUGUST 2, 2000

Page 19

VERBATIM TRANSCRIPT: ITEM 104 – APPEAL FILED BY GEORGE CROMER, ESQ., ON BEHALF OF WILLIAM STOJACK, REGARDING A DIRECTOR'S INTERPRETATION IN WHICH IT WAS FOUND THAT THE STORAGE OF MILITARY VEHICLES ON RESIDENTIAL PROPERTY LOCATED AT 1820 W. MESQUITE AVENUE

license by the State, I'm going to go ahead and move for approval on this, but I am going to leave the conditions and you think about that and –

WILLIAM STOJACK

Okay.

COUNCILMAN WEEKLY

– I'd like you to follow those conditions.

WILLIAM STOJACK

All right.

COUNCILMAN WEEKLY

So I am going to move for approval for this item for you with the conditions.

WILLIAM STOJACK

I'd, I would be totally acceptable to that if I would, to prevent any further misinterpretation or misunderstand, if I get the determination over what's covering.

MAYOR GOODMAN

Well, it really doesn't matter, to be honest, Mr. Stojack, –

COUNCILMAN WEEKLY

Well, we can –

MAYOR GOODMAN

There's a motion, the motion is to approve it subject to the three conditions.

WILLIAM STOJACK

Oh, I see. Thank you.

MAYOR GOODMAN

You either follow them or you don't. But that's what the motion's going to be if it passes.

WILLIAM STOJACK

All right.

MAYOR GOODMAN

All right. Vote on the motion. Post. Motion carries. (Motion carried unanimously with L.B. McDonald excused)

WILLIAM STOJACK

Thank you for your time, gentlemen.

COUNCILMAN McDONALD

Good luck on finding a car cover.

WILLIAM STOJACK

Pardon me?

COUNCILMAN McDONALD

Good luck in finding a car cover.

END OF DISCUSSION

/vwd