

City of Las Vegas

Agenda Item No. 66

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: MAY 16, 2001****DEPARTMENT: FINANCE AND BUSINESS SERVICES****DIRECTOR: MARK R. VINCENT**☒**CONSENT**☐**DISCUSSION****SUBJECT:****RESOLUTIONS:**

R-61-2001 - Approval of a resolution directing the City Treasurer to give notice of the sale of properties subject to the lien of a delinquent assessment in District 505 and in certain other districts; and providing other matters properly relating thereto. District 505 is in Ward 6 (Mack) and the other districts are in various wards

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

NRS 271.545 states that when an assessment or installment becomes delinquent, the City shall direct the City Treasurer to give notice of the sale of the property or properties subject to the lien of a delinquent installment or the entire assessment if the governing body has exercised its option to cause the whole amount of the unpaid principal to become due and payable.

RECOMMENDATION:

It is recommended that the City Council adopt this resolution.

BACKUP DOCUMENTATION:

Resolution No. R-61-2001

MOTION:

REESE - Motion to **APPROVE** Items 3-7, 10-21, 23-54, 56-63, 65-68, and 70-73 - **UNANIMOUS** with **MACK** abstaining on Items 11, 12, and 13 because of his financial relationship with Mr. Marshall and on Item 22 because the concerned establishment is located near the Boys and Girls Club and he serves on that board, **McDONALD** abstaining on Item 22 for the same reason, and **GOODMAN** abstaining on Item 24 because it involves an establishment that is located in his neighborhood

Item 22: **DENIED** under separate action (see individual item)

Items 55 and 69: **APPROVED** under separate actions (see individual items)

Item 64: **ABEYANCE** to 6/20/2001 under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:31 - 9:33)

1-776

505 & Multi District**RESOLUTION NO. R-61-2001****A RESOLUTION DIRECTING THE CITY TREASURER TO GIVE NOTICE OF THE SALE OF PROPERTIES SUBJECT TO THE LIEN OF A DELINQUENT ASSESSMENT IN CERTAIN DISTRICTS; AND PROVIDING OTHER MATTERS PROPERLY RELATING THERETO.**

WHEREAS, the City has heretofore created the Special Improvement Districts identified in the Notice below (the "Districts"); and

WHEREAS, the City has directed and hereby reaffirms its direction to the City Treasurer to collect and enforce the assessments in the Districts in the manner provided by the Consolidated Local Improvements Law; and

WHEREAS, the assessment installments on certain properties in the Districts have not been made and are delinquent; and

WHEREAS, the City Council desires that the City Treasurer proceed with a notice of sale of the delinquent property as provided in NRS '271.545.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAS VEGAS, NEVADA:

Section 1. The City Council hereby directs the City Treasurer to give notice of the sale of the properties subject to the lien of delinquent assessments in the Districts. The governing body hereby exercises its option to cause the whole amount of the unpaid principal of the assessments to become due and payable as provided in NRS '271.410. The sale shall take place at 2:00 p.m. on June 26, 2001 in the Council Chambers, Las Vegas City Hall Complex, 400 Stewart, Las Vegas, Nevada, which the Council hereby finds is a convenient location.

Section 2. The notice of sale shall be substantially as follows:

(Form of Notice of Sale)

Notice is hereby given that the City Treasurer of the City of Las Vegas will at the hour of 2:00 p.m. on June 26, 2001, at the Council Chambers, Las Vegas City Hall Complex, 400 South Stewart, Las Vegas, Nevada, sell the following parcels which are delinquent in the payment of assessments to the City of Las Vegas in the following Special Assessment Districts:

<u>Name of Owner</u>	<u>Description of Property</u>	<u>District No.</u>	<u>Total Amount Due to Date of Sale</u>

[insert in notice as published as mailed a list containing the information described in the above table headings for each delinquent parcel.]

*(Applicable to parcels with a single * in District 505 only): Includes amount of unpaid delinquent assessment installment, accrued and delinquent interest to June 26, 2001, penalties and collection costs, including attorney fees.

** (Applicable to all parcels in District 505 that do not have a single * above and all other parcels in Districts other than District No. 505): Includes full amount of unpaid assessment, accrued and delinquent interest to June 26, 2001, penalties and collection costs, including attorney fees.

Each property described above will be sold to satisfy the total amount due thereon as is stated above, to the first person at the sale offering to pay the amount due on that property as is listed above. The sale shall be held, and purchasers at the sale shall receive certificates of sale, as provided in NRS '271.555 to NRS '271.575. The sale shall be continued from day to day as provided in NRS '271.555. The property resold is subject to redemption as provided in NRS '271.595. If not redeemed as provided in that Section, after expiration of the period of redemption, the City Treasurer will issue a deed to the property on demand of the certificate holder in the manner provided in NRS '271.595.

As provided in NRS '271.410, the City Council has exercised its option to have the whole amount of the unpaid principal of the assessment be due and payable immediately with respect to all of the above parcels except those parcels in District No. 505 designated with a single * above.

As provided in NRS '271.410, at any time prior to the date of sale the owner may pay the amount of delinquent installments with accrued interest, all penalties and costs of collection accrued including but not necessarily limited to any attorneys fees, and shall thereupon be restored the right to thereafter pay in installments in the same manner as if default had not been made. A property owner may obtain from the Las Vegas City Treasurer the amount that he/she is required to pay to the City in order to be restored to the right to pay his/her assessments in installments pursuant to NRS '271.410(2).

+**PLEASE TAKE NOTICE** that according to records available to the City of Las Vegas, you are the owner of or have an interest in a mortgage, deed of trust, or other lien or other interest in one of the properties listed above. The City intends to conduct a sale of these properties in accordance with the provisions of the above notice and Nevada Revised Statutes. The sale is being held because the special assessments levied against the subject property have not been paid. **Your ownership of or mortgage, deed of trust, other lien or other interest in the property could be adversely affected by the sale.** Under Nevada law, deeds to property sold, which are issued after the period of redemption specified in NRS '271.595, convey the entire fee simple title to the property described, stripped of all liens and claims except the liens of other special assessments and general taxes. See NRS '271.600.+

IN WITNESS WHEREOF, I have affixed my signature as of this May 16, 2001.

/s/ Michael K. Olson
City Treasurer

*Insert in mailed notice only.

(End of Form of Notice of Sale)

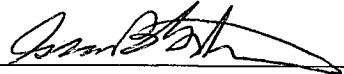
Section 3. The Notice provided in Section 2 above shall be published once a week for 3 consecutive weeks prior to the date of sale and shall be mailed by first class mail, postage prepaid, at least 20 days before the sale to each owner of a parcel which is subject to sale as provided in the Notice, and to each person who has a property interest in any of that property that is recorded, if that property interest could be adversely affected by the sale. The City Clerk is directed to make such publication and mailing. An affidavit of publication is hereby required to be filed with the City Clerk. The City Clerk shall also make out an affidavit that the mailing as described above has been made and file that affidavit in his/her records.

Section 4. The City Treasurer is directed to obtain the names and addresses of the property for which there is a delinquent assessment from the records of the County Assessor or such other source or sources as the City Clerk deems reliable. The list of names and addresses must have been revised within 12 months prior to the date of sale.

Section 5. The officers of the City are hereby authorized to take all action necessary to effectuate the provisions of this resolution.

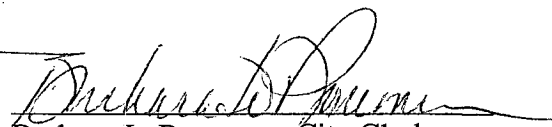
Section 6. This resolution is effective on passage and approval.

PASSED, ADOPTED AND APPROVED this 16th day of May, 2001.



Mayor Oscar B. Goodman

(SEAL)



Barbara Jo Ronemus, City Clerk

STATE OF NEVADA)
 :SS
CITY OF LAS VEGAS)

I, Barbara Jo Ronemus, the duly chosen, qualified and acting City Clerk of Las Vegas (the "City"), in the State of Nevada, do hereby certify:

1. The foregoing pages numbered -1- through -4-, inclusive, are a true and correct copy of the proceedings of the Council of a resolution (the "Resolution") passed and adopted by the Council at a meeting of the Council held on May 16, 2001.

2. The adoption of the Resolution was duly moved and seconded and the Resolution was adopted by an affirmative vote of a majority of the members of the Council as follows:

Those Voting Aye:

Oscar Goodman
Gary Reese
Michael McDonald
Larry Brown
Lynette Boggs McDonald
Lawrence Weekly
Michael Mack

Those Voting Nay:

NONE

Those Absent:

NONE

3. The members of the Council were present at such meeting and voted on the passage of such resolution as set forth in such minutes.

4. The Resolution was approved and authenticated by the signature of the Mayor, sealed with the City seal, attested by the City Clerk and recorded in the minutes of the Council.

5. 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 no later than 9:00 a.m. on the third working day before the meeting including the notice the time, place, location, and agenda of the meeting:

(a) By posting a copy of the notice not later than 9:00 a.m. on the third working day 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
Las Vegas, Nevada
- (v) Downtown Transportation Center
Las Vegas, Nevada

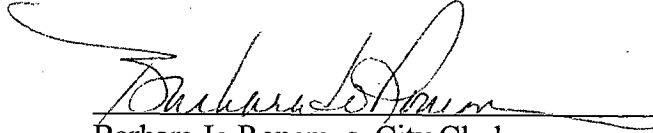
and

(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.

6. Upon request, the Council provides at no charge, at least one copy of the agenda for its public meetings, any proposed resolution 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.

7. A copy of the notice so given of the meeting of the Council held on May 16, 2001 is attached to this certificate as Exhibit A.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the City this May 16, 2001.



Barbara Jo Ronemus, City Clerk

(SEAL)

EXHIBIT A

(Attach Notice and Agenda of Meeting)

City of Las Vegas

CITY COUNCIL AGENDA

MAY 16, 2001

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**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 GARY REESE, MAYOR PRO TEM (Ward 3)

COUNCILMEMBERS: MICHAEL J. McDONALD (Ward 1), 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.

MAY 16, 2001

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 7:00 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 - REVEREND JOEL RIVERS, CENTRAL CHRISTIAN CHURCH
- PLEDGE OF ALLEGIANCE
- RECOGNITION OF EMPLOYEE OF THE MONTH
- PRESENTATION TO SENIOR OF THE QUARTER
- PRESENTATION TO WENDY DOYLE
- ACKNOWLEDGEMENT OF EARL WHITE
- RECOGNITION OF JO MACKEY STUDENTS

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 April 18, 2001 and Special City of Las Vegas City Council and Redevelopment Agency Meeting of April 25, 2001

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.

FINANCE & BUSINESS SERVICES DEPARTMENT - CONSENT

3. Approval of Service and Material Checks/Payroll Checks/Wire Transfers/Other Checks and Investments
4. Approval of a new Family Child Care Home License, Cheri Epps, dba ABC's and 123's, 1314 Griffith Ave., Cheri Epps, 100% - Ward 3 (Reese)
5. Approval of a new Family Child Care Home License, Heather Vander Meer, 8805 Big Bear Pines Ave., Heather Vander Meer, 100% - Ward 6 (Mack)
6. Approval of a new Child Care Center/Preschool License subject to the provisions of the fire and planning codes, Health Dept. and Licensing regulations, Reynaldo Martinez Early Childhood Center, 2901 Harris Ave., E. Diana Goff, Administrator, Licensee/License Holder, Child & Family Services Division, Economic Opportunity Board of Clark County - Ward 3 (Reese)
7. Approval of a new Child Care Center/Preschool License subject to the provisions of the fire and planning codes, Health Dept. and Licensing regulations, Seton Academy West, LLC, dba Seton Academy West, 3801 North Campbell, Mary J. Hayes, Licensee, 100% - Ward 4 (Brown)
8. Approval of Change of Licensee/License Holder for a Child Care Center/Nursery/Preschool License, ARAMARK Educational Resources, dba Children's World Learning Center, 2600 Lake Sahara Drive, From: Beverly O'Connell, Area VP, Licensee/License Holder, To: Cora J. Anderson, Reg Mgr, Licensee/License Holder - Ward 2 (L.B. McDonald)
9. Approval of Change of Licensee/License Holder for a Child Care Center/Nursery/Preschool License, ARAMARK Educational Resources, dba Children's World Learning Center, 2861 Business Park Court, From: Beverly O'Connell, Area VP, Licensee/License Holder, To: Cora J. Anderson, Reg Mgr, Licensee/License Holder - Ward 4 (Brown)
10. Approval of a new Beer/Wine/Cooler Off-sale Liquor License subject to the provisions of the fire codes and Health Dept. regulations, Albertson's, Inc., dba Albertson's Exresss #6008, 4401 East Bonanza Rd., Kaye L. O'Riordan, Secy, John F. Boyd, Treas - Ward 3 (Reese)
11. Approval of a new Gift Shop Limited Liquor License, Marshall Management Company, dba Fremont Gift Shop, 200 Fremont St., Todd Marshall, Dir, Pres, Treas, 70%, Cari Marshall, Dir Secy, 30% - Ward 5 (Weekly)
12. Approval of a new Gift Shop Limited Liquor License, Marshall Management Company, dba California Gift Shop, 12 East Ogden Ave., Todd Marshall, Dir, Pres, Treas, 70%, Cari Marshall, Dir, Secy, 30% - Ward 5 (Weekly)
13. Approval of a new Gift Shop Limited Liquor License, Marshall Management Company, dba The Company Store, 200 North Main St., Todd Marshall, Dir, Pres, Treas, 70%, Cari Marshall, Dir, Secy, 30% - Ward 5 (Weekly)

FINANCE & BUSINESS SERVICES DEPARTMENT - CONSENT

14. Approval of Officer for a Beer/Wine/Cooler On-sale Liquor License, Rubio's Baja Grill, 9310 West Sahara Ave., Theodore E. Frumkin, II, Dir, Pres, Secy, Treas - Ward 2 (L.B. McDonald)
15. Approval of Officer for a Beer/Wine/Cooler Off-sale Liquor License, Albertson's, Inc., dba Albertson's Express, #6008, Peter L. Lynch, Pres - Ward 3 (Reese)
16. Approval of Officer for a Beer/Wine/Cooler On-sale Liquor License, Rubio's Baja Grill, 1910 Village Center Cir., Suite 9, Theodore E. Frumkin, II, Dir, Pres, Secy, Treas - Ward 4 (Brown)
17. Approval of Officer for a Package Liquor License, Albertson's, Inc., dba Albertson's #6011, 1650 North Buffalo Dr., Peter L. Lynch, Pres - Ward 4 (Brown)
18. Approval of Officer for a Package Liquor License, Albertson's, Inc., dba Albertson's #6090, 7075 West Ann Rd., Peter L. Lynch, Pres - Ward 6 (Mack)
19. Approval of Manager for a Restaurant Service Bar Liquor License, Hamada Resort, Inc., dba Hamada of Japan, 221 North Rampart Blvd., Suite 7144, Munenori Kawagoe, Gen Mgr - Ward 2 (L.B. McDonald)
20. Approval of Manager for a Supper Club Liquor License, Hamada Towers, Inc., dba Hamada Asian Village, 2000 Las Vegas Blvd., South, Munenori Kawagoe, Gen Mgr - Ward 3 (Reese)
21. Approval of Manager for a Tavern Liquor License and a Non-restricted Limited Gaming License for 20 slots subject to continued compliance with Gaming Control Board filing requirements, Loose Caboose-Nellis, Inc., dba Loose Caboose Saloon, 15 North Nellis Blvd., Suite A1, Randall W. Tidwell, Gen Mgr - Ward 3 (Reese)
22. Approval of a new Beer/Wine/Cooler Off-sale Liquor License and a new Restricted Gaming License for 7 slots, Jamil A. Nesson, dba J & D Mini Market, 900 North Martin L. King Blvd., Jamil A. Nesson, 100% - Ward 5 (Weekly)
23. Approval of a new Slot Operator Space Lease Location Restricted Gaming License for 7 slots, Cardivan Company, dba at Albertson's Express #6008, 4401 East Bonanza Rd. - Ward 3 (Reese)
24. Approval of a new Hypnotist License subject to the provisions of the planning and fire codes, Christine Essex, dba Christine Essex, 1833 West Charleston Blvd., Christine S. Essex, 100% - Ward 1 (M. McDonald)
25. Approval of a new Independent Massage Therapist License, Vicki Leah Agao, dba Vicki Leah Agao, 9410 West Sahara Ave., Vicki L. Agao, 100% - Ward 2 (L.B. McDonald)
26. Approval of a new Independent Massage Therapist License, Celeste Harlow, dba Celestial Connection Massage Therapy, 9133 Jewel Crystal Court, Celeste S. Harlow, 100% - Ward 4 (Brown)
27. Approval of a new Independent Massage Therapist License, Sheryl Moody, dba Great Escape, 7310 Smoke Ranch Rd., Suite M, Sheryl L. Moody, 100% - Ward 4 (Brown)
28. Approval of a new Independent Massage Therapist License, Sheri Chanel, dba Sheri Chanel, 2451 North Rainbow Blvd., Unit 2090, Sheri L. Chanel, 100% - Ward 6 (Mack)
29. Approval of a new Independent Massage Therapist License, Rae Anne Cariker, dba Rae Anne Cariker, 7529 Pinto Bluff St., Rae A. Cariker, 100% - Ward 6 (Mack)
30. Approval of a new Independent Massage Therapist License, Candy Kay Hetzel, dba Candy Kay Hetzel, 5820 West La Madre Way, Candy K. Hetzel, 100% - Ward 6 (Mack)
31. Approval of Change of Location for an Independent Massage Therapist License subject to the provisions of the planning and fire codes, Rebecca A. Manor, dba Becca Kneads You, From: 8600 Starboard Dr., #1215, To: 7310 Smoke Ranch Rd., Suite M, Rebecca A. Manor, 100% - Ward 4 (Brown)

FINANCE & BUSINESS SERVICES DEPARTMENT - CONSENT

32. Approval of Change of Location for an Independent Massage Therapist License subject to the provisions of the planning and fire codes, Jerome Vital, dba Jerome Vital, From: 909 Cambridge Cross Place, To: 7310 Smoke Ranch Rd., Suite M, Jerome Vital, 100% - Ward 4 (Brown)
33. Approval of Change of Location for an Independent Massage Therapist License, Natalia E. Mendez, dba Natalia E. Mendez, From: 4942 Roswell St., To: 3800 South Nellis Blvd., #282, Natalia E. Mendez, 100% - (County)
34. Approval of Change of Location for an Independent Massage Therapist License, Sarah L. Devito, dba Artistic Kneads, From: 6436 Doby Peak Dr., To: 10028 West Cherokee Ave., Sara L. Devito, 100% - (County)
35. Approval of Change of Location for an Independent Massage Therapist License, Luke Jackson, dba Luke Jackson, From: 4428 Casa Sencia St., To: 3335 Deuce St., Luther E. Jackson, 100% - (County)
36. Approval of Change of Location for an Independent Massage Therapist License, Lucy M. Wojcik, dba Desert Escape, From: 5158 South Jones Blvd., Unit 108, To: 4975 Duneville St., Unit 208, Lucy M. Wojcik, 100% - (County)
37. Approval of a new Martial Arts License subject to the provisions of the fire codes, Reylson Gracie, Inc., dba Reylson Gracie Jiu-Jitsu, 1928 Rock Springs Dr., Reylson Gracie, 100% - Ward 4 (Brown)
38. Approval of Change of Location for a Martial Arts License subject to the provisions of the planning and fire codes, Mahato Karate Association of Nevada, Inc., dba Mahato Karate Association of Nevada, Inc., From: 820 South Valley View Blvd., Suite C, To: 8221 West Charleston Blvd., Suite 107, Howard D. Sawyer, Dir, Pres, Secy, Treas, 100% - Ward 1 (M. McDonald)
39. Approval of a new Massage Establishment License, Sharon Lane, dba Total Image Beauty Salon, 6010 West Cheyenne Ave., Suite 12, Sharon M. Lane, 100% - Ward 6 (Mack)
40. Approval of a new Psychic Art and Science License, Craig Norton, dba El Angel, 2210 East Bonanza Rd., Craig Norton, 100% - Ward 3 (Reese)
41. Approval of Change of Ownership and Business Name for a Class II Secondhand Dealer License subject to the provisions of the fire codes, From: RGL, Inc., dba American Jewelry & Coin, Robert G. Lartigaut, Dir, Pres, Secy, Treas, 100%, To: The Cash Exchange & Money Store, Inc., dba The Cash Exchange & Money Store, Inc., 616 Las Vegas Blvd., South, Suite C., Carl A. Jensen, Dir, Pres, Secy, Treas, 100% - Ward 3 (Reese)
42. Approval of Change of Ownership, Business Name and Reclassification for a Class I-B Secondhand Dealer License, From: Jolynn Renee Ayala, dba J.D. Enterprises, Jolynn R. Ayala, 100%, To: Class III-B Secondhand Dealer License, Silver State Pallets, Inc., dba Silver State Pallets, 1921 Western Ave., Michael J. Griffin, Dir, Pres, Secy, Treas, 100% - Ward 3 (Reese)
43. Approval of award of Bid Number 01.1730.13-RC, US 95/Rancho Sewer - Phase 1B, Coran Lane to Redondo Avenue; and approve the construction conflicts and contingency reserve set by Finance and Business Services - Department of Public Works - Award recommended to: LAS VEGAS PAVING CORPORATION (\$9,671,505 - Enterprise Fund) - Ward 5 (Weekly)
44. Approval to award Bid Number 01.15301.07-LED, Fire Station #10 and approve the construction conflicts and contingency reserve set by Finance and Business Services - Department of Public Works - Award recommended to: J.A. VAY & SONS, INC. (\$2,620,500 - Capital Projects Fund) - Ward 1 (M. McDonald)
45. Approval of award of Bid Number 01.1762.01-RC, 2000-2001 Annual Concrete Replacement - Department of Public Works - Award recommended to: MIKON CONSTRUCTION COMPANY INC. (Estimated annual amount \$1,800,000 - Special Revenue Fund) - All Wards
46. Approval of award of Bid Number 01.1762.02-RC, 2000-2001 Annual Small Asphalt Patching - Department of Public Works - Award recommended to: MIKON CONSTRUCTION COMPANY INC. (Estimated annual amount \$900,000 - Special Revenue Fund) - All Wards

FINANCE & BUSINESS SERVICES DEPARTMENT - CONSENT

47. Approval of award of Bid Number 01.1762.04-RC, Annual Crack Seal - Department of Public Works - Award recommended to: CPM WEST (Estimated annual amount \$500,000 - Special Revenue Fund) - All Wards
48. Approval of rejection of bidder and award of Bid Number 010079-TC, for the purchase of Street Sweepers and Tractor Loader Backhoe - Department of Field Operations - Award recommended to: Lot II, Tractor Loader Backhoe - HERTZ EQUIPMENT (\$57,749 - Capital Projects Fund) and Lot III, Regenerative Sweeper - SNE EQUIPMENT (\$201,130 - Capital Projects Fund)
49. Approval of the issuance of a Purchase Order for an Annual Requirements Contract for Hycor Bar Screen OEM Parts for the period from date of award through June 30, 2002, with renewal options as long as the bidding exemption exists (DR) - Department of Public Works - Award recommended to: PARKSON CORP. (\$250,000 - Enterprise Fund)
50. Approval of Contract Modification Number One of Bid Number 01.1730.12-LED, Annual Maintenance of Flood Control Facilities - Department of Public Works - Award recommended to: R.K. RICKS (\$200,000 - Capital Projects Fund) - All Wards
51. Approval of Joinder Agreement to authorize the use of Clark County, Bid Number 4189-98 (KF) for an Annual Requirements Contract for portable wireless digital private & group two-way voice integrated telephones and service for the period from June 1, 2001 through May 31, 2002, with two (2) one-year options to renew - Department of Information Technologies - Award recommended to: RECOMM WIRELESS (Estimated annual amount of \$200,000 - General & Internal Service Funds)
52. Approval of Agreement and the issuance of a Purchase Order for an annual contract for technical support maintenance of Microsoft software for the city-wide computer network (CW) - Department of Information Technologies - Award Recommended to: MICROSOFT CORPORATION (Estimated annual amount of \$95,000 - General Fund)
53. Approval of a Purchase Order for a single purchase requirement for SmartNet maintenance of Cisco Systems networking equipment (JDF) - Department of Information Technologies - Award recommended to: CISCO SYSTEMS INC. (\$76,686 - General Fund)
54. Approval of the award of Bid Number 010057-TB (CW), Annual Requirements Contract for Plotter Supplies - Department of Information Technologies - Award recommended to: SOURCE GRAPHICS (Estimated annual amount of \$70,000 - General Fund)
55. Approval of rejection of all bids for Bid #01.1730.10-RC, Decatur Boulevard Dual Left Turn Lanes at Washington Avenue - Wards 1 & 5 (M. McDonald & Weekly)

PLANNING & DEVELOPMENT DEPARTMENT - CONSENT

56. Approval of a professional services agreement with Duncan Associates to rewrite Chapter 19A.14 of the City of Las Vegas Zoning Code (Sign Code) (\$86,100 - General Fund)

PUBLIC WORKS DEPARTMENT - CONSENT

57. Approval of a Fourth Supplemental Cooperative Agreement between Clark County and the City of Las Vegas for Traffic Capacity and Safety Improvements Second Program Year to increase funding for Right of Way (\$50,000 - Clark County) - All Wards
58. Approval of a Right-of-Way Grant to Nevada Division Central Telephone Company for a portion of the Northeast Quarter (NE 1/4) of Section 4, T21S, R60E, M.D.M., for a telephone easement to serve Buffalo Park located on the west side of Buffalo Drive, north of Del Rey Avenue - 163-04-502-005 - Ward 1 (M. McDonald)

PUBLIC WORKS DEPARTMENT - CONSENT

59. Approval of a Declaration of Utilization from the Bureau of Land Management for Sewer Purposes, lying within the Southeast Quarter (SE 1/4) of Section 30, T19S, R60E, M.D.M., located south of Tropical Parkway, east of Fort Apache Road - 125-30-704-006 & 125-29-303-001 - (County)
60. Approval to file a Right-of-Way Grant application with the Bureau of Land Management for Sewer and Multi-Use Trail Easement purposes on portions of land lying within the East Half (E 1/2) of Section 30, T19S, R60E, M.D.M., located along Tropical Parkway, east of Fort Apache Road - 125-30-702-004 & 125-30-601-006 - (County)
61. Approval of an Encroachment request from Outback Steakhouse, Inc. on behalf of Lena Piccoli-Ostunio, owner (Merialdo Lane south of Charleston Boulevard) - Ward 2 (L. B. McDonald)
62. Approval of Interlocal Agreement No. 107439 with the Las Vegas Valley Water District to modify existing water facilities, install new water facilities and/or remove obsolete water facilities in conjunction with the Ann Road, US-95 to Ferrell Street project (\$20,000 - Las Vegas Valley Water District) - Ward 6 (Mack)
63. Approval of a Cooperative Agreement between the City of Las Vegas, the City of Henderson, Clark County Sanitation District and the Southern Nevada Water Authority, to fund phase III of the Las Vegas Wash alternative discharge study, the City of Las Vegas pays 38% of \$5,300,000 - (\$2,014,000 - Sanitation Fund) - (County)
64. Approval of an Easement from the City of Las Vegas to the Las Vegas Elks Lodge 1468 for placement of underground utilities and Ingress and Egress purposes at Fire Station #5 subject to the condition that the Elks Lodge pave the dirt parking lot at the Fire Station - Ward 1 (M. McDonald)

RESOLUTIONS - CONSENT

65. R-60-2001 - Approval of a resolution directing the City Treasurer to give notice of the sale of properties subject to the lien of a delinquent assessment in Districts 404 and 707 located in Wards 2 & 4 (L. B. McDonald & Brown)
66. R-61-2001 - Approval of a resolution directing the City Treasurer to give notice of the sale of properties subject to the lien of a delinquent assessment in District 505 and in certain other districts; and providing other matters properly relating thereto. District 505 is in Ward 6 (Mack) and the other districts are in various wards
67. R-62-2001 - Approval of a Resolution to establish the Fire Safety Initiative Special Revenue Fund
68. R-63-2001 - Approval of a resolution concerning the financing of improvements; authorizing the City Clerk to notify the Clark County Debt Management Commission (DMC) of a proposal to incur general obligation (G.O.) parking bonds (additionally secured by pledged revenues) in an aggregate principal amount not to exceed \$13,000,000; authorizing and directing the City Finance Director to submit an amended debt management policy and capital improvement plan to the DMC; and authorizing the reimbursement from bond proceeds prior expenditures related to the parking project - Ward 3 (Reese)
69. R-64-2001 - Approval of a resolution establishing the interest rate on the assessments in the City of Las Vegas, Nevada Special Improvement District No. 808 (Summerlin area) - Ward 2 (L.B. McDonald)
70. R-65-2001 - Approval of a Resolution directing the City Engineer to prepare preliminary plans regarding: Special Improvement District No. 1479 - Mayfair Area (Capital Projects Fund - Special Assessments) - Ward 5 (Weekly)
71. R-66-2001 - Approval of a Resolution directing the City Engineer to prepare preliminary plans regarding: Special Improvement District No. 1478 - Vegas Drive (Rancho Drive to I-15) (Capital Projects Fund - Special Assessments) - Ward 5 (Weekly)

REAL ESTATE COMMITTEE – CONSENT

72. Approval of a Land Lease Agreement with the Grace in the Desert Episcopal Diocese Church to replace the existing agreement that has expired on Parcel Number 138-19-613-001, located at 2002 Spring Gate Lane, to provide recreational programs during "Track Breaks" for the Department of Leisure Services - Ward 4 (Brown)
73. Approval of a Bill of Sale from the City of Las Vegas (CLV) to the Las Vegas Valley Water District (LVVWD) for the purpose of providing water services located at the Las Vegas Metropolitan Police Department Substation and Academy, located in the vicinity of Cheyenne Avenue and Jensen Street - Ward 4 (Brown)

DISCUSSION / ACTION ITEMS**ADMINISTRATIVE - DISCUSSION**

74. Report and possible action concerning the status of 2001 legislative issues and direct staff as deemed necessary
75. Discussion and possible action regarding the Second Amendment to the Operational Agreement of Las Vegas Village and to amend the Grant, Bargain and Sale Deed - Ward 5 (Weekly)

CITY ATTORNEY - DISCUSSION

76. Discussion and possible action on Appeal of Work Card Denial: Yolanda Renee Small, 451 N. Nellis Blvd. #1098, Las Vegas, Nevada 89110
77. Discussion and possible action on Appeal of Work Card Denial: Keith L. Wines, 1720 Walnut, Las Vegas, Nevada 89101
78. Discussion and possible action on proposed negotiated settlement of SUSAN J. TOOHEY v. CITY OF LAS VEGAS, et al.
79. Discussion and possible action to retain Harrison, Kemp & Jones to represent the City of Las Vegas in the Northwest Family Leisure Center and Palo Verde Family Leisure Center construction arbitration

FIELD OPERATIONS DEPARTMENT – DISCUSSION

80. ABEYANCE ITEM - Report on the functions and projects of the Department of Field Operations

FINANCE & BUSINESS SERVICES DEPARTMENT - DISCUSSION

81. Discussion and possible action regarding Temporary Approval of Change of Ownership and Business Name for a Package Liquor License, From: Raleys, a California Corporation, dba Food Source Store #133 (non-operational), Michael J. Teel, Dir, Pres, CEO, William W. Anderson, Treas, CFO, Neil J. Doerhoff, Secy, Joyce N. Teel, Dir, Co-Chair, Bd of Dir, James E. Teel, Dir, Co-Chair, Bd of Dir, Charles L. Collings, Dir, Teel Family Trust, 100%, James E. Teel, Trustor, Trustee, Joyce N. Teel, Trustor, Trustee, To: E & T Produce Co., LLC, dba King Ranch Market #9, 1570 North Eastern Ave., Aner J. Iglesias, Mmbr, 50%, William P. Miguel, Mmbr, 25 %, Constantino Miguel, Mmbr, 25% - Ward 5 (Weekly)

FINANCE & BUSINESS SERVICES DEPARTMENT - DISCUSSION

82. Discussion and possible action regarding Temporary Approval of a new Class II Secondhand Dealer License subject to the provisions of the planning and fire codes, Gilbert Levy, dba G & G Liquidators, 401 West Bonanza Rd., Gilbert Z. Levy, 100% - Ward 5 (Weekly)
83. Discussion and possible action regarding Change of Location and Business Name for a Psychic Art and Science License, Shirley Stevens, dba From: Readings by Shirley Stevens, 1924 East Charleston Blvd., To: Psychic Gallery, 1717 South Decatur Blvd., Booth B-6, Shirley Stevens, 100% [NOTE: Item to be heard in the afternoon session in conjunction with Item #127 - Special Use Permit U-0036-01] - Ward 1 (M. McDonald)
84. Discussion and possible action regarding Temporary Approval of a new Independent Massage Therapist License subject to the provisions of the fire codes, Xiao Ping Wang, dba Xiao Ping Wang, 1705 Hills of Red Dr., #104, Xiao P. Wang, 100% - Ward 4 (Brown)
85. Discussion and possible action regarding approval of a new Teenage Dance License subject to the provisions of the fire codes, The Black Hole, Inc., dba The Black Hole, Inc., 2828 Highland Dr., Cristo Fernandez, Dir, Pres, Secy, Treas, 95% - Ward 3 (Reese)
86. ABEYANCE ITEM - Discussion and possible action regarding Change of Location for a Beer/Wine/Cooler Off-sale Liquor License, Son & Son, dba Jackson Market, From: 1312 F Street, Suite D, To: 1218 D Street, Ki S. Son, Co-owner, 50%, Suk C. Son, Co-owner, 50% - Ward 5 (Weekly)

NEIGHBORHOOD SERVICES DEPARTMENT - DISCUSSION

87. Discussion and possible action regarding an Agreement to Loan Redevelopment Set Aside Housing Funds and HOME Investment Partnership ("HOME") Program funds to L'Octaine Limited Partnership to construct a 51-unit rental project at Las Vegas Blvd and Gass (\$850,000 Redevelopment Set Aside and \$1,650,000 HOME Grant Funds) - Ward 5 (Weekly)

PLANNING & DEVELOPMENT DEPARTMENT - DISCUSSION

88. Report on the status and impact of Parking Variances and Waivers within the area bounded by Fourth Street, Maryland Parkway, Charleston Boulevard and Fremont Street - Wards 3 & 5 (Reese & Weekly)

RESOLUTIONS - DISCUSSION

89. R-67-2001 - Discussion and possible action regarding a resolution consenting to certain undertakings of the City of Las Vegas Redevelopment Agency in connection with the Disposition and Development Agreement with L'Octaine Limited Partnership, a Nevada Limited Partnership (\$850,000 - Redevelopment Housing) (APN 139-34-401-002) - Ward 5 (Weekly) [NOTE: This item is related to Redevelopment Agenda Item IV-A]

BOARDS & COMMISSIONS - DISCUSSION

90. ABEYANCE ITEM - ETHICS REVIEW BOARD - Earle W. White, Jr., Term Expiration 4-14-2001; Robert J. Fleming, Term Expiration 4-14-2001; Linda Young, Term Expiration 5-12-2001
91. CHILD CARE LICENSING BOARD - Diane Simon-Jessen - Term Expiration 6-18-2001; Nona Carroll - Term Expiration 6-18-2001
92. CITIZENS PRIORITY ADVISORY COMMITTEE (CPAC) - Tom E. Paulus - Term Expiration 6-18-2001; Brian Craig Pearson - Term expiration 6-18-2001; Joseph Sayles - Term Expiration 6-2001; Lori Harrison - Term Expiration 6-2001

BOARDS & COMMISSIONS - DISCUSSION

93. NEIGHBORHOOD PARTNERS FUND BOARD, FISCAL YEAR 2002 – Anthony Longo – Term Expiration 6-2002
94. PLANNING COMMISSION – Byron A. Goynes – Term Expiration 6-2001; Hank Gordon – Term Expiration 6-2001
95. Discussion and possible action on appointments of Council members to various City of Las Vegas and other jurisdictional Boards, Commissions and Authorities

REAL ESTATE COMMITTEE - DISCUSSION

96. Discussion and possible action regarding the Reinstatement and First Amendment to Donation, Purchase and Sale Agreement and Escrow Instructions (Agreement) that was approved by the City Council on December 6, 2000, between Union Pacific Railroad and the City of Las Vegas for the purchase of land known as Parkway Center Lot 4 and Bonanza Street Property (\$4,182,415.25 - Industrial Revenue Fund) - Ward 5 (Weekly)
97. Discussion and possible action regarding a Real Property Purchase and Sale Agreement and Escrow (Agreement) between the City of Las Vegas and 21st Century Financial Ventures, LLC. for the sale of land known as Parkway Center Lot 4 and Bonanza Street Property (Gain \$4,973,683 - Industrial Revenue Fund) - Ward 5 (Weekly)
98. Discussion and possible action regarding the purchase and sale agreement between the City of Las Vegas and Bank of America for property which is approximately two thirds of a city block within the Central Business District bounded by 3rd and 4th Streets, Bonneville Avenue and Garces Avenue (\$2,738,000 - Parking Enterprise Fund) - Ward 3 (Reese)
99. Discussion and possible action to direct staff to initiate the process of providing parking to accommodate future development downtown - Ward 3 (Reese)
100. Discussion and possible action regarding a Real Property Purchase and Sale Agreement between the City of Las Vegas and Box Canyon Professional Park, LLC, for the sale of land in the Las Vegas Technology Center (Gain of \$2,955,766 - Industrial Park Fund) - Ward 4 (Brown)

RECOMMENDING COMMITTEE REPORTS - DISCUSSION**BILLS ELIGIBLE FOR ADOPTION AT A LATER MEETING**

THERE IS NO PUBLIC COMMENT ON THESE ITEMS AND NO ACTION WILL BE TAKEN BY THE COUNCIL AT THIS MEETING. PUBLIC TESTIMONY TAKES PLACE AT THE RECOMMENDING COMMITTEE MEETING HELD FOR THAT PURPOSE.

101. Bill No. 2001-43 – Annexation No. A-0030-98(A) – Property Location: Between Grand Teton Drive and Gilcrease Avenue, approximately 660 feet east of Hualapai Way; Petitioned By: City of Las Vegas; Acreage: Approximately 20.54 acres; Zoned: R-E (County Zoning), U (PCD) (City Equivalent); Sponsored by: Councilman Michael Mack
102. Bill No. 2001-44 – Annexation No. A-0013-99(A) – Property Location: On the northwest corner of Gowan Road and the Western Beltway; Petitioned By: City of Las Vegas; Acreage: Approximately 10.34 acres; Zoned: R-U (County Zoning), U (PCD) (City Equivalent); Sponsored by: Councilman Larry Brown
103. Bill No. 2001-45 – Annexation No. A-0005-00(A) – Property Location: On the northeast corner of Cheyenne Avenue and Fort Apache Road; Petitioned By: Fort Apache Convenience Limited Liability Company; Acreage: 2.67 acres; Zoned: C-2 (County Zoning), C-1 (City Equivalent); Sponsored by: Councilman Larry Brown
104. Bill No. 2001-46 – Expands the boundaries of the Downtown Casino Overlay District and allows the waiver of certain distance requirements within that District. Sponsored by: Mayor Oscar B. Goodman and Councilman Lawrence Weekly

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.

105. Bill No. 2001-47 – Annexation No. A-0003-01(A) – Property Location: On the east side of Juliano Road approximately 330 feet south of Hickam Avenue; Petitioned By: Paul and Yvonne Milko Revocable Living Trust; Acreage: 2.59 acres; Zoned: R-E (County Zoning) U (DR) (City Equivalent); Sponsored by: Councilman Larry Brown
106. Bill No. 2001-48 – Annexation No. A-0007-01(A) – Property Location: On the west side of Mustang Street approximately 300 feet north of Cheyenne Avenue; Petitioned By: Karl and Susan Larsen Family Trust; Acreage: 0.64 acres; Zoned: R-E (County Zoning), R-E (City Equivalent); Sponsored by: Councilman Michael Mack
107. Bill No. 2001-49 – Requires persons who work as escorts to obtain a health card and to undergo initial and periodic medical examinations. Sponsored by: Mayor Oscar B. Goodman
108. Bill No. 2001-50 – Requires persons who work as outcall entertainers to obtain a health card and to undergo initial and periodic medical examinations. Sponsored by: Mayor Oscar B. Goodman
109. Bill No. 2001-51 – Amends the City's Uniform Administrative Code to increase the construction valuation basis for building permit fees. Proposed by: Paul Wilkins, Director of Building and Safety

1:00 P.M. - AFTERNOON SESSION

110. 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

111. Public hearing to consider the report of expenses to recover costs for abatement of dangerous building located at 1208 Purple Sage Avenue. PROPERTY OWNER: MARK AND ERNESTINE MARTINEZ - Ward 5 (Weekly)

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.

PLANNING & DEVELOPMENT DEPARTMENT - CONSENT

PM SESSION - ALL ITEMS LISTED ON THE CONSENT AGENDA ARE CONSIDERED TO BE ROUTINE AND HAVE BEEN RECOMMENDED FOR APPROVAL. 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.

112. EXTENSION OF TIME - SPECIAL USE PERMIT - U-0109-99(1) - RANGER BUILDING CORPORATION ON BEHALF OF D WESTWOOD, INC. - Request for an Extension of Time on an Approved Special Use Permit FOR A PROPOSED 20,198 SQUARE FOOT TAVERN at 2805 Westwood Drive (APN: 162-08-604-001), M (Industrial) Zone, Ward 3 (Reese). The Planning Commission (6-0-1 vote) and staff recommend APPROVAL

PLANNING & DEVELOPMENT DEPARTMENT – DISCUSSION

113. MINOR MODIFICATION - LONE MOUNTAIN WEST DEVELOPMENT MASTER PLAN - Z-0024-99(21) - STANPARK CONSTRUCTION COMPANY, INC. - Request for a Minor Modification to the Lone Mountain West Development Master Plan to amend subsections 3.6.1(i & l), 3.6.2(e), and 3.12(g) regarding retaining wall height and spacing; PD (Planned Development) Zone, Ward 4 (Brown). The Planning Commission (5-0 vote) and staff recommend APPROVAL
114. SITE DEVELOPMENT PLAN REVIEW - Z-0026-91(15) - CHRISTOPHER SULLIVAN - Request for a Site Development Plan Review and a Waiver of the Landscaping Requirements to allow a reduction in the amount of perimeter landscaping FOR A PROPOSED 1,500 SQUARE FOOT OFFICE BUILDING CONVERSION on 0.17 Acres at 332 South Jones Boulevard (APN: 138-36-210-008), R-1 (Single Family Residential) Zone under Resolution of Intent to P-R (Professional Office and Parking), Ward 1 (M. McDonald). The Planning Commission (5-0 vote) and staff recommend APPROVAL
115. SITE DEVELOPMENT PLAN REVIEW - Z-0105-97(5) - AREEJH INVESTMENTS CORPORATION ON BEHALF OF EQUITABLE DEVELOPMENT CORPORATION OF NEVADA, INC. - Request for a Site Development Plan Review FOR MODIFICATIONS TO AN APPROVED 10-THEATER MOVIE COMPLEX, RETAIL SHOPS, PROFESSIONAL OFFICE SPACE, RESTAURANT PAD, AND A 5-LEVEL PARKING GARAGE located north of Washington Avenue, approximately 575 feet east of Lamb Boulevard (APN: 140-29-212-004), R-E (Residence Estates) Zone under Resolution of Intent to C-1 (Limited Commercial) Zone, Ward 3 (Reese). The Planning Commission (5-0 vote) and staff recommend APPROVAL
116. AMENDMENT TO THE IRON MOUNTAIN RESIDENTIAL PLANNED DEVELOPMENT MASTER PLAN - PUBLIC HEARING - Z-0016-98(2) - WHISPERING TETON, LIMITED LIABILITY COMPANY - Request to amend the Iron Mountain Ranch Residential Planned Development Master Plan TO REMOVE 16.71 ACRES FROM THE OVERALL PLAN AREA located on the southwest corner of Bradley Road and Grand Teton Road (APN: 125-13-101-004), R-E (Residence Estates) Zone under Resolution of Intent to R-PD3 (Residential Planned Development - 3 Units per Acre), Ward 6 (Mack). Staff recommends DENIAL. The Planning Commission (5-0-1 vote) recommends APPROVAL
117. REZONING RELATED TO Z-0016-98(2) - PUBLIC HEARING - Z-0015-01 - WHISPERING TETON, LIMITED LIABILITY COMPANY - Request for a Rezoning FROM: R-E (Residence Estates) TO: R-PD3 (Residential Planned Development - 3 Units per Acre) for 16.71 Acres on the southwest corner of Bradley Road and Grand Teton Road (APN: 125-13-101-004), PROPOSED USE: 63 LOT SINGLE FAMILY RESIDENTIAL DEVELOPMENT, Ward 6 (Mack). Staff recommends DENIAL if Z-0016-98(2) is denied, and APPROVAL if Z-0016-98(2) is approved. The Planning Commission (5-0-1 vote) recommends APPROVAL
118. ABEYANCE ITEM - SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - SD-0076-00 - JAE SUN KIM ON BEHALF OF JOHN STALUPPI - Request for a Site Development Plan Review FOR A PROPOSED 25,932 SQUARE FOOT AUTO DEALERSHIP (RANCHO NISSAN) on the east side of Rancho Drive, approximately 700 feet north of Lone Mountain Road (APN: 125-35-401-003), C-2 (General Commercial), Ward 6 (Mack). The Planning Commission (6-0 vote) and staff recommend APPROVAL
119. ABEYANCE ITEM - SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - Z-0100-97(3) - UNION PACIFIC RAILROAD COMPANY ON BEHALF OF FURNITURE MART ENTERPRISES, LIMITED LIABILITY COMPANY - Request for a Site Development Plan Review FOR A PROPOSED 1,000,000 SQUARE FOOT COMMERCIAL DEVELOPMENT AND FOR A WAIVER OF THE OFF-STREET PARKING REQUIREMENTS on approximately 36.11 acres at the northwest corner of the intersection of Bonneville Avenue and Grand Central Parkway (APN: 139-33-610-002), Ward 5 (Weekly). The Planning Commission (4-0-2 vote) and staff recommend APPROVAL

PLANNING & DEVELOPMENT DEPARTMENT – DISCUSSION

120. ABEYANCE ITEM - SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - Z-0073-99(1) - KMW, LIMITED LIABILITY COMPANY - Request for a Site Development Plan Review FOR A PROPOSED 7,675 SQUARE FOOT OFFICE BUILDING on 2.18 acres located on the northeast corner of the intersection of Gowan Road and Buffalo Drive (APN: 138-10-201-012), U (Undeveloped) Zone [O (Office) General Plan Designation] under Resolution of Intent to O (Office), Ward 4 (Brown). The Planning Commission (4-1-0 vote) and staff recommend APPROVAL
121. SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - Z-0050-81(1) - MARIO AND NORMA QUINONEZ - Request for a Site Development Plan Review and a Waiver of the Required Landscaping FOR IMPROVEMENTS TO AN EXISTING 1,350 SQUARE FOOT BARBER SHOP located at 2220 East Bonanza Road (APN: 139-35-511-041), P-R (Professional Office and Parking) Zone, Ward 3 (Reese). The Planning Commission (7-0 vote) and staff recommend APPROVAL
122. VACATION - PUBLIC HEARING - VAC-0002-01 - KMW, LIMITED LIABILITY COMPANY ON BEHALF OF WINDSOR GROUP - Petition to Vacate U.S. Government Patent Easements generally located at the northeast corner of Buffalo Drive and Gowan Road, Ward 4 (Brown). The Planning Commission (4-0-1 vote) and staff recommend APPROVAL
123. VARIANCE - PUBLIC HEARING - V-0018-01 - LAULE BECKER II - Request for a Variance TO ALLOW A PROPOSED MINI-STORAGE BUILDING TO BE SETBACK 71 FEET FROM A RESIDENTIAL PROPERTY LINE WHERE THE RESIDENTIAL ADJACENCY STANDARDS REQUIRES A SETBACK OF 99 FEET on the northeast corner of Decatur Boulevard and Alta Drive (APN's: 139-31-202-002 through 006), Ward 1 (M. McDonald). Staff recommends DENIAL. The Planning Commission (6-0-1) recommends APPROVAL
124. VARIANCE - PUBLIC HEARING - V-0020-01 - LAULE BECKER II - Request for a Variance TO ALLOW 190 PARKING SPACES WHERE 230 SPACES ARE THE MINIMUM REQUIRED on the northeast corner of Decatur Boulevard and Alta Drive (APN's 139-31-202-002 through 006), C-2 (General Commercial) Zone, Ward 1 (M. McDonald). Staff recommends DENIAL. The Planning Commission (6-0-1 vote) recommends APPROVAL
125. SITE DEVELOPMENT PLAN REVIEW RELATED TO V-0018-01 AND V-0020-01 - PUBLIC HEARING - Z-0080-65(3) - LAULE BECKER II - Request for a Site Development Plan Review FOR A PROPOSED 48,116 SQUARE FOOT COMMERCIAL CENTER AND A WAIVER OF LANDSCAPING REQUIREMENTS TO ALLOW A REDUCTION IN THE AMOUNT OF PERIMETER AND PARKING LOT LANDSCAPING on the northeast corner of Decatur Boulevard and Alta Drive (APN's: 139-31-202-002 through 006), C-2 (General Commercial) Zone, Ward 1 (M. McDonald). Staff recommends DENIAL. The Planning Commission (6-0-1 vote) recommends APPROVAL
126. ABEYANCE ITEM - SPECIAL USE PERMIT - PUBLIC HEARING - U-0028-01 - GATEWAY MOTEL, INC. ON BEHALF OF REAGAN NATIONAL ADVERTISING - Appeal filed by Reagan Outdoor Nevada from the Denial by the Planning Commission of a request by Gateway Motel, Inc. on behalf of Reagan National Advertising for a Special Use Permit FOR A PROPOSED 45 FOOT TALL, 14 FOOT X 48 FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGN at 928 Las Vegas Boulevard South (APN: 139-34-410-165), C-2 (General Commercial) Zone, Ward 5 (Weekly). The Planning Commission (5-1 vote) and staff recommend DENIAL
127. SPECIAL USE PERMIT - PUBLIC HEARING - U-0036-01 - BOLZ, LIMITED LIABILITY COMPANY, ET AL ON BEHALF OF SHIRLEY STEVENS - Request for a Special Use Permit FOR PSYCHIC ARTS at 1717 South Decatur Boulevard (APN: 162-06-301-002), C-1 (Limited Commercial) Zone, Ward 1 (M. McDonald). [Note: This item to be heard in conjunction with Morning Session Item #83] The Planning Commission (5-0 vote) and staff recommend APPROVAL
128. SPECIAL USE PERMIT - PUBLIC HEARING - U-0037-01 - VEGAN DEVELOPMENT CORPORATION ON BEHALF OF ON THE WEB MARKETING GROUP, INC. - Request for a Special Use Permit FOR A WAREHOUSE/DISTRIBUTION CENTER FOR A MAIL-ORDER BUSINESS at 7310 Smoke Ranch Road # D (APN: 138-15-410-022), C-PB (Planned Business Park) Zone, Ward 4 (Brown). The Planning Commission (5-0 vote) and staff recommend APPROVAL

PLANNING & DEVELOPMENT DEPARTMENT – DISCUSSION

129. SPECIAL USE PERMIT - PUBLIC HEARING - U-0039-01 - VEGAN DEVELOPMENT CORPORATION - Request for a Special Use Permit FOR A WAREHOUSE/ DISTRIBUTION CENTER at 7310 through 7340 Smoke Ranch Road (APN's: 138-15-410-003, 018 and 020 through 022) C-PB (Planned Business Park) Zone, Ward 4 (Brown). The Planning Commission (5-0 vote) and staff recommend APPROVAL
130. ABEYANCE ITEM - REZONING - PUBLIC HEARING - Z-0002-01 - ALBERT EUGENE, LIMITED PARTNERSHIP - Request for a Rezoning FROM: R-1 (Single Family Residential) TO: P-R (Professional Office and Parking) on 0.17 acres at 701 South Ninth Street (APN: 139-34-810-078), PROPOSED USE: 7,066 SQUARE FOOT OFFICE BUILDING, Ward 5 (Weekly). The Planning Commission (6-0 vote) and staff recommend APPROVAL
131. ABEYANCE ITEM - VARIANCE RELATED TO Z-0002-01 - PUBLIC HEARING - V-0002-01 - ALBERT EUGENE, LIMITED PARTNERSHIP - Request for a Variance TO ALLOW 9 PARKING SPACES WHERE 19 PARKING SPACES ARE REQUIRED, AND TO ALLOW A LOT WIDTH OF 50 FEET WHERE 60 FEET IS THE MINIMUM REQUIRED at 701 South Ninth Street (APN: 139-34-810-078), R-1 (Single Family Residential) Zone, [PROPOSED: P-R (Professional Offices and Parking)], Ward 5 (Weekly). The Planning Commission (6-0 vote) and staff recommend DENIAL of the parking request for 9 spaces, and APPROVAL of the 50 foot lot width
132. ABEYANCE ITEM - VARIANCE RELATED TO Z-0002-01 - PUBLIC HEARING - V-0006-01 - ALBERT EUGENE, LIMITED PARTNERSHIP - Request for a Variance TO ALLOW A ZERO FOOT CORNER SIDE YARD SETBACK WHERE 15 FEET IS THE MINIMUM SETBACK REQUIRED, AND TO ALLOW A FIVE FOOT SIDE YARD SETBACK WHERE 90 FEET IS THE MINIMUM SETBACK REQUIRED FOR RESIDENTIAL ADJACENCY at 701 South Ninth Street (APN: 139-34-810-078), R-1 (Single Family Residential) Zone [PROPOSED P-R (Professional Office and Parking)], Ward 5 (Weekly). The Planning Commission (6-0 vote) and staff recommend DENIAL
133. ABEYANCE ITEM - SITE DEVELOPMENT PLAN REVIEW RELATED TO Z-0002-01, V-0002-01 AND V-0006-01 - PUBLIC HEARING - Z-0002-01(1) - ALBERT EUGENE, LIMITED PARTNERSHIP - Request for a Site Development Plan Review FOR A PROPOSED 7,066 SQUARE FOOT OFFICE BUILDING AND FOR A WAIVER OF THE LANDSCAPING REQUIREMENTS on 0.17 acres at 701 South Ninth Street (APN: 139-34-810-078), R-1 (Single Family Residential) Zone, [PROPOSED: P-R (Professional Office and Parking)], Ward 5 (Weekly). The Planning Commission (6-0 vote) and staff recommend DENIAL
134. REZONING - PUBLIC HEARING - Z-0012-01 - CITY OF LAS VEGAS - Request for a Rezoning FROM: U (Undeveloped) [PF (Public Facility) General Plan Designation] and C-V (Civic) TO: C-V (Civic) on 16.3 Acres on the east side of Redwood Street, between Oakey Boulevard and O'Bannon Drive (APN's: 163-02-302-001 and 163-02-303-001), PROPOSED USE: CITY PARK, Ward 1 (M. McDonald). The Planning Commission (7-0 vote) and staff recommend APPROVAL
135. SITE DEVELOPMENT PLAN REVIEW RELATED TO Z-0012-01 - PUBLIC HEARING - Z-0012-01(1) - CITY OF LAS VEGAS - Request for a Site Development Plan Review FOR A PROPOSED 16.3 ACRE CITY PARK on the east side of Redwood Street, between Oakey Boulevard and O'Bannon Drive (APN's: 163-02-302-001 and 163-02-303-001), C-V (Civic) Zone and U (Undeveloped) Zone [PF (Public Facility) General Plan Designation], PROPOSED: C-V (Civic), Ward 1 (M. McDonald). The Planning Commission (7-0 vote) and staff recommend APPROVAL
136. GENERAL PLAN AMENDMENT - PUBLIC HEARING - GPA-0005-01 - CALVARY FOUR SQUARE GOSPEL CHURCH ON BEHALF OF SPRINT PCS - Request for a General Plan Amendment from M (Medium Density Residential) to PF (Public Facility) of 4.06 Acres at 2929 Cedar Avenue (APN: 139-36-110-036), Ward 3 (Reese). Staff recommends APPROVAL. The Planning Commission voted 4-1-2 on a motion for approval which is tantamount to DENIAL due to the failure of the Commission to obtain a super majority vote
137. REZONING RELATED TO GPA-0005-01 - PUBLIC HEARING - Z-0006-01 - CALVARY FOUR SQUARE GOSPEL CHURCH ON BEHALF OF SPRINT PCS - Request for a Rezoning FROM: R-E (Residence Estates) TO: C-V (Civic) on 4.06 Acres at 2929 Cedar Avenue (APN: 139-36-110-036), Ward 3 (Reese). Staff recommends APPROVAL. The Planning Commission has no recommendation because the related General Plan Amendment failed to pass

PLANNING & DEVELOPMENT DEPARTMENT – DISCUSSION

138. SITE DEVELOPMENT PLAN REVIEW RELATED TO GPA-0005-01 AND Z-0006-01 - PUBLIC HEARING - Z-0006-01(1) - CALVARY FOUR SQUARE GOSPEL CHURCH ON BEHALF OF SPRINT PCS - Request for a Site Development Plan Review FOR AN ADDITIONAL ANTENNA TO BE LOCATED ON AN EXISTING 70 FOOT MONOPOLE TOWER on 4.06 Acres at 2929 Cedar Avenue (APN: 139-36-110-036), R-E (Residence Estates) Zone, PROPOSED C-V (Civic), Ward 3 (Reese). Staff recommends APPROVAL. The Planning Commission has no recommendation because the related General Plan Amendment failed to pass
139. GENERAL PLAN AMENDMENT - PUBLIC HEARING - GPA-0006-01 - CHARLESTON LINDELL #31 4401C AND 4401D ON BEHALF OF MILLENNIUM PROPERTIES - Request to Amend the Southwest Sector of the General Plan FROM: SC (Service Commercial) TO: GC (General Commercial) of 4.62 Acres on the southeast corner of Charleston Boulevard and Lindell Road (APN's: 163-01-501-001 and 002), Ward 1 (M. McDonald). The Planning Commission (3-2-2 vote) and staff recommend DENIAL
140. REZONING RELATED TO GPA-0006-01 - PUBLIC HEARING - Z-0014-01 - CHARLESTON LINDELL #31 4401C AND 4401D ON BEHALF OF MILLENNIUM PROPERTIES - Request for a Rezoning FROM: U (Undeveloped) Zone [SC (Service Commercial) General Plan Designation] TO: C-2 (General Commercial) of 4.62 Acres on the southeast corner of Charleston Boulevard and Lindell Road (APN's: 163-01-501-001 and 002), PROPOSED USE: USED MOTOR VEHICLES AND BOAT DEALERSHIP, Ward 1 (M. McDonald). Staff recommends DENIAL. The Planning Commission has no recommendation because the related General Plan Amendment failed to pass
141. SPECIAL USE PERMIT RELATED TO GPA-0006-01 AND Z-0014-01 - PUBLIC HEARING - U-0040-01 - CHARLESTON LINDELL #31 4401C AND 4401D ON BEHALF OF MILLENNIUM PROPERTIES - Request for a Special Use Permit FOR A MINOR AUTO REPAIR GARAGE WITH SERVICE BAYS THAT FACE A PUBLIC RIGHT-OF-WAY on the southeast corner of Charleston Boulevard and Lindell Road (APN's: 163-01-501-001 and 002), U (Undeveloped) Zone [SC (Service Commercial) General Plan Designation], PROPOSED C-2 (General Commercial), Ward 1 (M. McDonald). Staff recommends DENIAL. The Planning Commission has no recommendation because the related General Plan Amendment failed to pass
142. SPECIAL USE PERMIT RELATED TO GPA-0006-01 AND Z-0014-01 - PUBLIC HEARING - U-0041-01 - CHARLESTON LINDELL #31 4401C AND 4401D ON BEHALF OF MILLENNIUM PROPERTIES - Request for a Special Use Permit FOR A NEW AND USED BOAT & TRAILER DEALERSHIP on the southeast corner of Charleston Boulevard and Lindell Road (APN's: 163-01-501-001 and 002), U (Undeveloped) Zone [SC (Service Commercial) General Plan Designation], PROPOSED C-2 (General Commercial), Ward 1 (M. McDonald). Staff recommends DENIAL. The Planning Commission has no recommendation because the related General Plan Amendment failed to pass
143. SPECIAL USE PERMIT RELATED TO GPA-0006-01 AND Z-0014-01 - PUBLIC HEARING - U-0042-01 - CHARLESTON LINDELL #31 4401C AND 4401D ON BEHALF OF MILLENNIUM PROPERTIES - Request for a Special Use Permit FOR USED MOTOR VEHICLE SALES on the southeast corner of Charleston Boulevard and Lindell Road (APN's: 163-01-501-001 and 002), U (Undeveloped) Zone [SC (Service Commercial) General Plan Designation], PROPOSED C-2 (General Commercial), Ward 1 (M. McDonald). Staff recommends DENIAL. The Planning Commission has no recommendation because the related General Plan Amendment failed to pass
144. SITE DEVELOPMENT PLAN REVIEW RELATED TO GPA-0006-01, Z-0014-01, U-0040-01, U-0041-01 AND U-0042-01 - PUBLIC HEARING - Z-0014-01(1) - CHARLESTON LINDELL #31 4401C AND 4401D ON BEHALF OF MILLENNIUM PROPERTIES - Request for a Site Development Plan Review FOR AN 11,400 SQUARE FOOT COMMERCIAL BUILDING AND A WAIVER OF THE LANDSCAPING REQUIREMENTS TO ALLOW A REDUCTION IN THE AMOUNT OF PERIMETER AND PARKING LOT LANDSCAPING on the southeast corner of Charleston Boulevard and Lindell Road, (APN's: 163-01-501-001 and 002), U (Undeveloped) Zone [SC (Service Commercial) General Plan Designation], PROPOSED C-2 (General Commercial), Ward 1 (M. McDonald). Staff recommends DENIAL. The Planning Commission has no recommendation because the related General Plan Amendment failed to pass

PLANNING & DEVELOPMENT DEPARTMENT – DISCUSSION

145.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 of Notice of Sale)

RECEIVED
CITY CLERK

2001 JUN 29 A 11:05

AFFP DISTRICT COURT
Clark County, Nevada

AFFIDAVIT OF PUBLICATION

STATE OF NEVADA)
'COUNTY OF CLARK)

SS:

Donna Stark, 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
1750382

2296311LV

was continuously published in said Las Vegas Review Journal and/or Las Vegas Sun in 3 edition(s) of said newspaper issued from 06/07/01 to 06/22/2001, on the following days: JUNE 7, 14, 22, 2001

Signed: _____

Donna Stark

SUBSCRIBED AND SWORN BEFORE ME THIS THE _____

25

day of _____

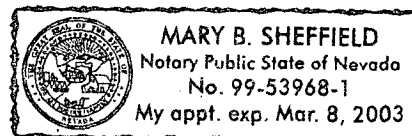
June

2001

Mary B. Sheffield

Notary Public

PLEASE SEE ATTACHED



NOTICE OF SALE

Notice is hereby given that the City Treasurer of the City of Las Vegas will at the hour of 2:00 p.m. on Tuesday, June 26, 2001, at the Council Chambers, Las Vegas City Hall Complex, 400 Stewart Ave., Las Vegas, Nevada, sell the following parcels which are delinquent in the payment of assessments (District No. 505 & Multiple Districts) to the City of Las Vegas:

Name of Owner	Description of Property	Total Amount Due before 6/26/01	Total Amount Due on Day of Sale
**HITCHENS NOLA J District: 7015 (497)	13833224016 8450 ALTA DR _UT 212 ANGEL POINT CONDO PLAT BOOK 65 PAGE 56 UNIT 208 BLDG 2	\$528.00	\$709.25
**E J 201 PARTNERSHIP District: 7022 (1445)	16204710067 201 W NEW YORK AV MEADOWS ADD PLAT BOOK 1 PAGE 43 LOT 45 BLOCK 16 & LOT 46	\$598.26	\$879.14
**FRANCIS JOSEPH & TAMARA District: 7026 (1412)	13928304001 816 SUNNY PL PT NE4 SW4 SEC 28 20 61	\$416.22	\$660.74
**FRANCIS JOSEPH & TAMARA District: 7026 (1412)	13928312001 SUNNY PLACE PLAZA_PHASE ONE PLAT BOOK 55 PAGE 41 PT LOT 1	\$452.00	\$761.92
**PAQUETTE STEWART E District: 7043 (1466)	16202115022 1113 S 15TH ST HUNTRIDGE SUB TRACT 3 PLAT BOOK 2 PAGE 54 LOT 3 BLOCK 4	\$463.52	\$761.84
**NATIONSCREDIT FIN SERV CORP District: 7044 (1450)	13812601035 5034 W GOWAN RD PARCEL MAP FILE 9 PAGE 17 LOT 2	\$465.44	\$4,545.37
*OUTEN WILBERT JR & DAWN District: 7301 (505)	12515412020 7221 CHAPARRAL COVE LA PRESERVE AT ELKHORN SPRINGS UNIT 1 AMD PLAT BOOK 80 PAGE 69 LOT 20 BLOCK B	\$1,610.55	\$1,610.55
*JOHNSON RDGER & WANDA District: 7301 (505)	12515412090 7530 BRIDLEHORNE AV. PRESERVE AT ELKHORN SPRINGS UNIT 1 AMD PLAT BOOK 80 PAGE 69 LOT 172 BLOCK F	\$3,181.81	\$3,181.81
*GRIGSBY DUSTIN R & MARSHA District: 7301 (505)	12516315007 8016 SHADY GLEN AV ELKHORN SPRINGS_PARCEL 7 PLAT BOOK 78 PAGE 13 LOT 7 BLOCK 2	\$819.65	\$819.65
*PETERSEN MARCIA L District: 7301 (505)	12516411015 8049 REVOLVER AV ELKHORN SPRINGS PARCEL 3A PLAT BOOK 64 PAGE 34 LOT 118 BLOCK 3	\$858.15	\$858.15
*DAMATO CHARLES J & LINDA District: 7301 (505)	12516412005 8132 PURSUIT CT ELKHORN SPRINGS_PARCEL 3B PLAT BOOK 65 PAGE 39 LOT 132 BLOCK 3	\$866.08	\$866.08
*GLOVER DAVID S & PATRICIA S District: 7301 (505)	12516416007 7312 HOSPITALITY PL ELKHORN SPRINGS_PARCEL 4B PLAT BOOK 73 PAGE 28 LOT 49 BLOCK 5	\$961.21	\$961.21
*COLLINS PHILLIP U & VANESSA ANN District: 7301 (505)	12516417027 8021 EXPLORATION AV ELKHORN SPRINGS_PARCEL 3D PLAT BOOK 73 PAGE 25 LOT 45 BLOCK 2	\$538.92	\$538.92

*SCISM IVA KIMBERLY District: 7301 (505)	12516418003 8132 BROKEN SPUR LA ELKHORN SPRINGS PARCEL 3C PLAT BOOK 73 PAGE 27 LOT 10 BLOCK 2	\$651.10	\$651.10
*COULTAS MARK & MELISSA District: 7301 (505)	12516610026 7724 CURIOSITY AV ORCHARD VALLEY AT ELKHORN SPRINGS UNIT 1 PLAT BOOK 79 PAGE 50 LOT 27 BLOCK 13	\$778.43	\$778.43
*CLEMENTS THOMAS E & LAURA M District: 7301 (505)	12516612027 7800 AMULET ST ORCHARD VALLEY AT ELKHORN SPRINGS UNIT 5 PLAT BOOK 83 PAGE 36 LOT 1 BLOCK 5	\$725.38	\$725.38
*JOHNSON ROBIN L District: 7301 (505)	12516612028 7804 AMULET ST ORCHARD VALLEY AT ELKHORN SPRINGS UNIT 5 PLAT BOOK 83 PAGE 36 LOT 2 BLOCK 5	\$793.20	\$793.20
*GRASKI DANA J & KELLY N District: 7301 (505)	12516613043 7704 DONALD NELSON AV ORCHARD VALLEY AT ELKHORN SPRINGS UNIT 3 PLAT BOOK 83 PAGE 27 LOT 11 BLOCK 3	\$596.38	\$596.38

*Includes amount of unpaid delinquent assessment installment, accrued and delinquent interest to June 26, 2001, penalties and collection costs, including attorney fees.

**Includes full amount of unpaid assessment, accrued and delinquent interest to June 26, 2001, penalties and collection costs, including attorney fees.

Each property described above will be sold to satisfy the total amount due thereon as is stated above, to the first person at the sale offering to pay the amount due on that property as is listed above. The sale shall be held, and purchasers at the sale shall receive certificates of sale, as provided in NRS § 271.555 to NRS § 271.575. The sale shall be continued from day to day as provided in NRS § 271.555. The property sold is subject to redemption as provided in NRS 271.595. If not redeemed as provided in that Section, after expiration of the period of redemption, the City Treasurer will issue a deed to the property on demand of the certificate holder in the manner provided in NRS § 271.595.

As provided in NRS § 271.410, the City Council has exercised its option to have the whole amount of the unpaid principal of the assessment be due and payable immediately with respect to all of the above parcels except those parcels in Districts No. 505 designated with a * above. As provided in NRS § 271.410, at any time prior to the date of sale the owner may pay the amount of delinquent installments with accrued interest, all penalties and costs of collection accrued including but not necessarily limited to any attorneys fees, and shall thereupon be restored the right to thereafter pay in installments in the same manner as if default had not been made. A property owner may obtain from the Las Vegas City Treasurer the amount that he is required to pay to the City in order to bring his assessment to a current payment status.

For questions and additional information, please call 702-796-0082.

IN WITNESS WHEREOF, I have affixed my signature as of this May 16, 2001.

/s/ Michael K. Olson City Treasurer

PUB: June 7, 14, 22, 2001 LV Review Journal

EXHIBIT C

STATE OF NEVADA)
 : ss.
COUNTY OF CLARK)

AFFIDAVIT OF MAILING
NOTICE OF SALE

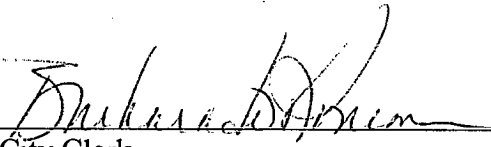
The undersigned, Barbara Jo Ronemus, City Clerk of the City of Las Vegas, Nevada, hereby swears on oath or affirmation:

1. Pursuant to Section 3 of the resolution attached hereto, as evidenced by the affidavit attached as Exhibit 1 hereto, I caused to be mailed a notice in substantially the form attached hereto as Exhibit 2 to the persons described in paragraph 2 hereof on June 5, 2001, _____, 2001, being at least 20 days before the sale, which was held on June 26, 2001.

2. The Notice was mailed by certified mail to each owner of a parcel which was subject to the sale, and to each person who has a property interest in any of the property subject to the sale that is recorded in the records of the County Recorder.

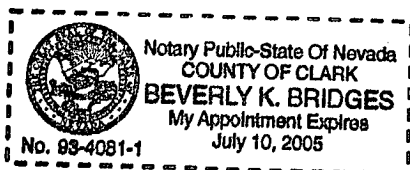
3. Receipts from the certified mailing and this affidavit will be retained in the records of the City for the Districts identified in the Notice until all of the assessments for those Districts and all bonds pertaining thereto have been paid in full.

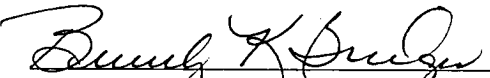
Dated this 16th day of May, 2001.



City Clerk

SUBSCRIBED AND SWORN TO before me this 27th day of August, 2001, by Barbara Jo Ronemus, City Clerk, City of Las Vegas, Nevada.





Notary Public

(SEAL)

EXHIBIT 1

STATE OF NEVADA)
)
COUNTY OF CLARK

AFFIDAVIT OF MAILING
NOTICE OF SALE

The undersigned Keith B. Davis, the President of Assessment Management Group of the City of Las Vegas, Nevada, hereby swears on oath or affirmation:

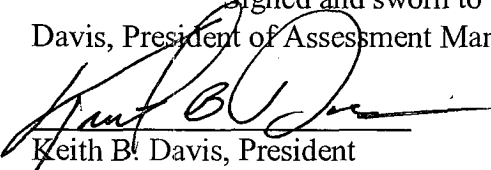
1. Pursuant to Section 3 of the resolution attached hereto, I mailed a notice in substantially the form attached on the attachment hereto marked Exhibit II to the persons described in paragraph 2 hereof on June 5, 2001, being at least 20 days before the sale, which was held on June 26, 2001.

2. The Notice was mailed by certified mail to each owner of a parcel which was subject to the sale, and to each person who has property interest in any of the property subject to the sale that is recorded in the records of the County Recorder.

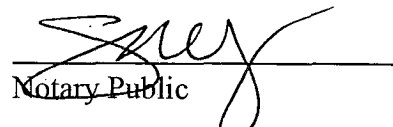
3. Receipts from the certified mailing and this affidavit will be retained in the records of the City for District 505 and multiple districts, until all of the assessments for that District and all bonds pertaining thereto have been paid in full.

Dated this 5 day of July, 2001

Signed and sworn to (or affirmed) before me this 5 day of July, 2001 by Keith B. Davis, President of Assessment Management Group.


Keith B. Davis, President

(Notary Seal)


Notary Public

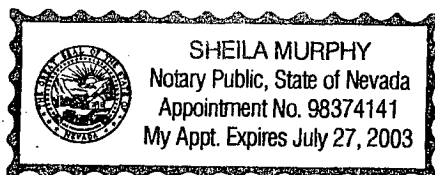


EXHIBIT 2

(Attach copy of Notice as Mailed)

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**E J 201 PARTNERSHIP District: 7022 (1445)	16204710067 201 W NEW YORK AV MEADOWS ADD PLAT BOOK 1 PAGE 43 LOT 45 BLOCK 16 & LOT 46	\$598.26	\$879.14
**FRANCIS JOSEPH & TAMARA District: 7026 (1412)	13928304001 816 SUNNY PL PT NE4 SW4 SEC 28 20 61	\$416.22	\$660.74
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**PAQUETTE STEWART E District: 7043 (1466)	16202115022 1113 S 15TH ST HUNTRIDGE SUB TRACT 3 PLAT BOOK 2 PAGE 54 LOT 3 BLOCK 4	\$463.52	\$761.84
**NATIONSCREDIT FIN SERV CORP District: 7044 (1450)	13812601035 5034 W GOWAN RD PARCEL MAP FILE 9 PAGE 17 LOT 2	\$465.44	\$4,545.37
*OUTEN WILBERT JR & DAWN District: 7301 (505)	12515412020 7221 CHAPARRAL COVE LA PRESERVE AT ELKHORN SPRINGS UNIT 1 AMD PLAT BOOK 80 PAGE 69 LOT 20 BLOCK B	\$1,610.55	\$1,610.55
*JOHNSON ROGER & WANDA District: 7301 (505)	12515412090 7530 BRIDLEHORNE AV PRESERVE AT ELKHORN SPRINGS UNIT 1 AMD PLAT BOOK 80 PAGE 69 LOT 172 BLOCK F	\$3,181.81	\$3,181.81
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*PETERSEN MARCIA L District: 7301 (505)	12516411015 8049 REVOLVER AV ELKHORN SPRINGS PARCEL 3A PLAT BOOK 64 PAGE 34 LOT 118 BLOCK 3	\$858.15	\$858.15

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*GLOVER DAVID S & PATRICIA S District: 7301 (505)	12516416007 7312 HOSPITALITY PL ELKHORN SPRINGS_PARCEL 4B PLAT BOOK 73 PAGE 28 LOT 49 BLOCK 5	\$961.21	\$961.21
*COLLINS PHILLIP U & VANESSA ANN District: 7301 (505)	12516417027 8021 EXPLORATION AV ELKHORN SPRINGS_PARCEL 3D PLAT BOOK 73 PAGE 25 LOT 45 BLOCK 2	\$538.92	\$538.92
*SCISM IVA KIMBERLY District: 7301 (505)	12516418003 8132 BROKEN SPUR LA ELKHORN SPRINGS_PARCEL 3C PLAT BOOK 73 PAGE 27 LOT 10 BLOCK 2	\$651.10	\$651.10
*COULTAS MARK & MELISSA District: 7301 (505)	12516610026 7724 CURIOSITY AV ORCHARD VALLEY AT ELKHORN SPRINGS_UNIT 1 PLAT BOOK 79 PAGE 50 LOT 27 BLOCK 13	\$778.43	\$778.43
*CLEMENTS THOMAS E & LAURA M District: 7301 (505)	12516612027 7800 AMULET ST ORCHARD VALLEY AT ELKHORN SPRINGS_UNIT 5 PLAT BOOK 83 PAGE 36 LOT 1 BLOCK 5	\$725.38	\$725.38
*JOHNSON ROBIN L District: 7301 (505)	12516612028 7804 AMULET ST ORCHARD VALLEY AT ELKHORN SPRINGS_UNIT 5 PLAT BOOK 83 PAGE 36 LOT 2 BLOCK 5	\$793.20	\$793.20
*GRASKI DANA J & KELLY N District: 7301 (505)	12516613043 7704 DONALD NELSON AV ORCHARD VALLEY AT ELKHORN SPRINGS_UNIT 3 PLAT BOOK 83 PAGE 27 LOT 11 BLOCK 3	\$596.38	\$596.38

*Includes amount of unpaid delinquent assessment installment, accrued and delinquent interest to June 26, 2001, penalties and collection costs, including attorney fees.

**Includes full amount of unpaid assessment, accrued and delinquent interest to June 26, 2001, penalties and collection costs, including attorney fees.

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As provided in NRS § 271.410, the City Council has exercised its option to have the whole amount of the unpaid principal of

the assessment be due and payable immediately with respect to all of the above parcels except those parcels in Districts No. 505 designated with a * above. As provided in NRS § 271.410, at any time prior to the date of sale the owner may pay the amount of delinquent installments with accrued interest, all penalties and costs of collection accrued including but not necessarily limited to any attorneys fees, and shall thereupon be restored the right to thereafter pay in installments in the same manner as if default had not been made. A property owner may obtain from the Las Vegas City Treasurer the amount that he is required to pay to the City in order to bring his assessment to a current payment status.

For questions and additional information, please call 702-796-0082.

IN WITNESS WHEREOF, I have affixed my signature as of this May 16, 2001.

/s/ Michael K. Olson
City Treasurer

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 16, 2001

DEPARTMENT: FINANCE & BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒

CONSENT

☐

DISCUSSION

SUBJECT:

RESOLUTIONS:

R-62-2001 - Approval of a Resolution to establish the Fire Safety Initiative Special Revenue Fund

Fiscal Impact

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division:

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

Establishment of a Special Revenue Fund to facilitate the receipt, distribution, and documentation of funding attributable to the Fire Safety Initiative passed by voters in the 2000 election..

RECOMMENDATION:

Staff recommends approval.

BACKUP DOCUMENTATION:

Resolution No. R-62-2001

MOTION:

REESE – Motion to **APPROVE** Items 3-7, 10-21, 23-54, 56-63, 65-68, and 70-73 – **UNANIMOUS** with **MACK** abstaining on Items 11, 12, and 13 because of his financial relationship with Mr. Marshall and on Item 22 because the concerned establishment is located near the Boys and Girls Club and he serves on that board, **McDONALD** abstaining on Item 22 for the same reason, and **GOODMAN** abstaining on Item 24 because it involves an establishment that is located in his neighborhood

Item 22: **DENIED** under separate action (see individual item)

Items 55 and 69: **APPROVED** under separate actions (see individual items)

Item 64: **ABEYANCE** to 6/20/2001 under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:31 – 9:33)

1-776

R-62-2001

RESOLUTION ESTABLISHING THE FIRE SAFETY INITIATIVE SPECIAL REVENUE FUND

WHEREAS, the City Council desires to establish a special revenue fund whose purpose is to account for the additional property tax levy for fire protection approved by voters in the November 2000 General Election; and

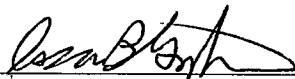
WHEREAS, the special revenue fund will account for revenue and expenditures as they pertain to the additional property tax increment to ensure compliance with requirements of the ballot question that at least twenty percent (20%) of the amount levied will be used for the acquisition, construction and improvement of fire and emergency equipment and facilities; and

NOW, THEREFORE, in light of the foregoing and in accordance with NRS Chapter 354 and NAC 354.241, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAS VEGAS, AS FOLLOWS:

1. A special revenue fund to be known as the "Fire Safety Initiative Special Revenue Fund" is hereby created.
2. Beginning July 1, 2001, the Fire Safety Initiative (FSI) Special Revenue Fund (the "Fund") will be used by the City to receipt all revenue pertaining to the additional property tax for fire protection of up to \$0.095 per \$100 of assessed valuation approved by the voters in the November 2000 General Election.
3. Beginning July 1, 2001 and continuing for a period of at least 30 years, the Fund will be used to control the expenditure of the additional tax increment to ensure compliance with requirements of the ballot question that at least twenty percent (20%) of the amount levied will be used for the acquisition, construction and improvement of fire and emergency equipment and facilities.
4. The fund will maintain a fund balance in accordance with the FSI financial projection developed for the fire initiative ballot question. Any fund balance remaining at the termination of the tax override will be distributed in accordance with the intent of the ballot question.
5. The fund will maintain a fund balance in accordance with the FSI financial projection developed for the fire initiative ballot question. In the unlikely event that projected tax revenues are insufficient to make operating expenditures as planned, the shortfall will either be covered by a transfer from the General Fund or services will have to be eliminated to reduce the operating cost.
6. The method of determination will be the monitoring of the actual revenue and expenditures against the FSI financial projection plan as modified.
7. The Fund shall be subject to the provisions of NRS Chapter 354.

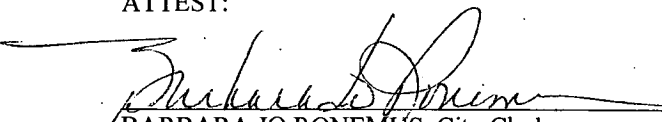
PASSED, ADOPTED, AND APPROVED this 16th day of May, 2001.

CITY OF LAS VEGAS

By 
OSCAR B. GOODMAN, Mayor

ATTEST:

APPROVED AS TO FORM:


BARBARA JO RONEMUS, City Clerk



City of Las Vegas

Agenda Item No. 68

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 16, 2001

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

R-63-2001 - Approval of a resolution concerning the financing of improvements; authorizing the City Clerk to notify the Clark County Debt Management Commission (DMC) of a proposal to incur general obligation (G.O.) parking bonds (additionally secured by pledged revenues) in an aggregate principal amount not to exceed \$13,000,000; authorizing and directing the City Finance Director to submit an amended debt management policy and capital improvement plan to the DMC; and authorizing the reimbursement from bond proceeds prior expenditures related to the parking project - Ward 3 (Reese)

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

This 2001 Las Vegas Parking Bond DMC Notice Resolution authorizes and directs the City Clerk to notify the Secretary of the Clark County DMC of the City's proposal to issue general obligation parking bonds (additionally secured by pledged revenues). The resolution also authorizes and directs the City Director of Finance and Business Services to file or amend, if necessary, the City's statement of debt, debt management policy and capital improvement plan with the DMC. Additionally, the resolution authorizes the reimbursement of prior expenditures related to the parking project from bond proceeds.

RECOMMENDATION:

It is recommended that the City Council approve this resolution.

BACKUP DOCUMENTATION:

Resolution No. R-63-2001 - Las Vegas Parking Bond DMC Notice Resolution

MOTION:

REESE - Motion to **APPROVE** Items 3-7, 10-21, 23-54, 56-63, 65-68, and 70-73 - **UNANIMOUS** with **MACK** abstaining on Items 11, 12, and 13 because of his financial relationship with Mr. Marshall and on Item 22 because the concerned establishment is located near the Boys and Girls Club and he serves on that board, **MCDONALD** abstaining on Item 22 for the same reason, and **GOODMAN** abstaining on Item 24 because it involves an establishment that is located in his neighborhood

*City of Las Vegas***Agenda Item No. 68**

CITY COUNCIL MEETING OF MAY 16, 2001
Finance and Business Services
Item 68 – R-63-2001

MOTION – Continued:

Item 22: DENIED under separate action (see individual item)
Items 55 and 69: APPROVED under separate actions (see individual items)
Item 64: ABEYANCE to 6/20/2001 under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:31 – 9:33)

1-776

RESOLUTION NO. R-63-2001

A RESOLUTION CONCERNING THE FINANCING OF A BUILDING PROJECT; DIRECTING THE CITY CLERK TO NOTIFY THE CLARK COUNTY DEBT MANAGEMENT COMMISSION OF A PROPOSAL TO ISSUE GENERAL OBLIGATION (LIMITED TAX) PARKING BONDS OF THE CITY OF LAS VEGAS, NEVADA (ADDITIONALLY SECURED BY PLEDGED REVENUES); PROVIDING CERTAIN DETAILS IN CONNECTION THEREWITH; AND PROVIDING THE EFFECTIVE DATE HEREOF.

WHEREAS, the City of Las Vegas (the "City"), Nevada proposes to issue general obligation (limited tax) parking bonds (additionally secured by pledged revenues) (the "Bonds"); and

WHEREAS, the City proposes (subject to the approval of the proposal to issue general obligations by the Clark County Debt Management Commission), to issue after publication of notices pursuant to NRS 350.020(3), the bonds described in the following proposal:

GENERAL OBLIGATION (LIMITED TAX) PARKING BONDS (ADDITIONALLY SECURED BY PLEDGED REVENUES) PROPOSAL:

Shall the City of Las Vegas, Nevada, be authorized to incur a general obligation indebtedness by the issuance at one time, or from time to time, of the City's general obligation parking bonds (additionally secured by pledged revenues) in one series or more, in an aggregate principal amount not to exceed \$13,000,000 to defray wholly or in part 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 an offstreet parking project as defined in NRS 268.698, such bonds to mature serially commencing not later than five (5) years from the date or respective dates of the bonds and ending not later than thirty (30) years therefrom, to be payable from general (ad valorem) taxes (except to the extent pledged revenues and other monies are available therefor) and to be issued and sold at, above, or below par at an effective interest rate (including any sale discount) not exceeding the statutory maximum rate, if any, as shall be determined at the time of the sale thereof, and otherwise to be issued in such manner, upon such terms and conditions, with such covenants and agreements, and with such detail as the City may determine, including at its option but not necessarily limited

to provisions for the redemption of bonds prior to maturity without or with the payment of a premium?

(the "Proposal"); and

WHEREAS, subsection 1 of NRS § 350.004 provides, in relevant part, as follows:

"1. Before any proposal to incur a general obligation debt. . . may be submitted to the electors of a municipality. . . or before any other formal action may be taken preliminary to the incurrence of any general obligation debt, the proposed incurrence or levy must receive the favorable vote of two-thirds of the members of the commission of each county in which the municipality is situated. . ." and

WHEREAS, subsection 1 of NRS § 350.005 provides, in relevant part, as follows:

"1. The governing body of the municipality proposing to incur general obligation debt . . . shall notify the secretary of each appropriate commission, and shall submit a statement of its proposal in sufficient number of copies for each member of the commission. . . ."

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAS VEGAS, NEVADA:

Section 1. This resolution shall be designated by the short title "2001 Las Vegas Parking Bond DMC Notice Resolution".

Section 2. All actions, proceedings, matters and things heretofore taken, had and done by the City, and the officers thereof (not inconsistent with the provisions of this resolution) directed toward the issuance of the proposed Bonds, be and the same hereby are, ratified, approved and confirmed.

Section 3. The Clerk be, and she hereby is, authorized and directed to notify immediately the Secretary of the Clark County Debt Management Commission (the "Commission Secretary" and the "Commission", respectively) of the City's proposal to issue general obligation parking bonds (additionally secured by pledged revenues), and to submit to said Commission Secretary a statement of the Proposal in sufficient number of copies for each member of the Commission.

Section 4. The City Finance Director is hereby authorized and directed, if necessary, to file or amend the City's statement of current and contemplated general obligation debt, debt management policy and capital improvement plan in accordance with the provisions of this resolution, and file such amended documents with the Commission and the State Department of Taxation.

Section 5. In order to permit the City to reimburse itself for prior expenditures relating to financing of a building project in the City as defined in NRS 268.676, including without limitation, a building to accommodate an offstreet parking project as defined in NRS 268.698 (the "Project") with the proceeds of the Bonds, the Board hereby determines and declares as follows:

(a) The City reasonably expects to incur expenditures with respect to the Project prior to the issuance of the Bonds for financing the Project and to reimburse those expenditures from the issuance of the Bonds; and

(b) The maximum principal amount of Bonds expected to be used to reimburse such expenditures is \$13,000,000.

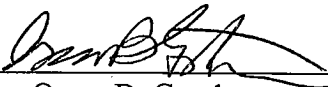
Section 6. All resolutions, or parts thereof, in conflict with the provisions of this resolution, are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any resolution, or part thereof, heretofore repealed.

Section 7. 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 8. This resolution shall become effective and be in force immediately upon its adoption.

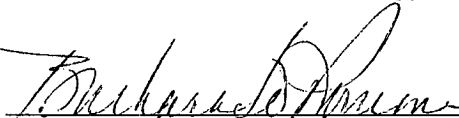
PASSED AND ADOPTED this May 16, 2001.

(SEAL)



Mayor Oscar B. Goodman

Attest:



Barbara Jo Ronemus, City Clerk

STATE OF NEVADA)
)
 COUNTY OF CLARK) ss.
)
 CITY OF LAS VEGAS)

I, Barbara Jo Ronemus, am the duly chosen and qualified City Clerk of the City of Las Vegas, and in the performance of my duties as City Clerk do hereby certify:

1. The foregoing pages are a true, correct, complete and compared copy of a resolution which was introduced, adopted and approved at the meeting of the City Council on May 16, 2001.

2. The following members of the City Council were present at the May 16, 2001 Council meeting and voted upon adoption of the resolution as follows:

Those Voting Aye:	Mayor:	Oscar Goodman
	Councilmembers:	Gary Reese
		Michael J. McDonald
		Larry Brown
		Lynette Boggs-McDonald
		Lawrence Weekly
		Michael Mack
Those Voting Nay:		NONE
Those Absent:		NONE

3. The original of the resolution has been approved and authenticated by the signatures of the Mayor of the City and myself as Clerk of the City, and sealed with the seal of the City, and has been recorded in the minutes of the Council kept for that purpose in my office, which record has been duly signed by such officers and properly sealed.

4. All members of the Council were given due and proper notice of the meeting held on May 16, 2001. Pursuant to § 241.020, Nevada Revised Statutes, written notice of the meeting was given no later than 9:00 a.m. on the third working day before the meeting including the notice of time, place, location, and agenda of the meeting:

(a) By posting a copy of the notice not later than 9:00 a.m. on the third working day before the meeting at the principal office of the Council, or if there is no principal place, 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) City Hall
Las Vegas, Nevada
- (ii) Senior Citizens Center
Las Vegas, Nevada
- (iii) Clark County Government Center
Las Vegas, Nevada
- (iv) 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, if mailed, 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 resolution 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.

7. A copy of the notice so given of the meeting of the Council held on May 16, 2001 is attached as Exhibit A.

IN WITNESS WHEREOF, I have hereunto set my hand this May 16, 2001.

(SEAL)

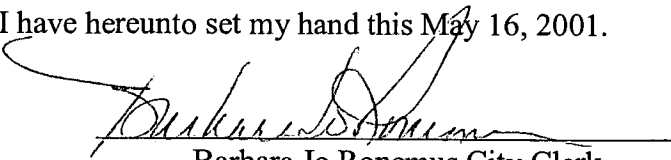

Barbara Jo Ronemus, City Clerk

EXHIBIT "A"

(Attach copy of posted agenda)

City of Las Vegas

CITY COUNCIL AGENDA

MAY 16, 2001

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**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 GARY REESE, MAYOR PRO TEM (Ward 3)

COUNCILMEMBERS: MICHAEL J. McDONALD (Ward 1), 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.

MAY 16, 2001**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 7:00 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 - REVEREND JOEL RIVERS, CENTRAL CHRISTIAN CHURCH
- PLEDGE OF ALLEGIANCE
- RECOGNITION OF EMPLOYEE OF THE MONTH
- PRESENTATION TO SENIOR OF THE QUARTER
- PRESENTATION TO WENDY DOYLE
- ACKNOWLEDGEMENT OF EARL WHITE
- RECOGNITION OF JO MACKEY STUDENTS

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 April 18, 2001 and Special City of Las Vegas City Council and Redevelopment Agency Meeting of April 25, 2001

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.

FINANCE & BUSINESS SERVICES DEPARTMENT - CONSENT

3. Approval of Service and Material Checks/Payroll Checks/Wire Transfers/Other Checks and Investments
4. Approval of a new Family Child Care Home License, Cheri Epps, dba ABC's and 123's, 1314 Griffith Ave., Cheri Epps, 100% - Ward 3 (Reese)
5. Approval of a new Family Child Care Home License, Heather Vander Meer, 8805 Big Bear Pines Ave., Heather Vander Meer, 100% - Ward 6 (Mack)
6. Approval of a new Child Care Center/Preschool License subject to the provisions of the fire and planning codes, Health Dept. and Licensing regulations, Reynaldo Martinez Early Childhood Center, 2901 Harris Ave., E. Diana Goff, Administrator, Licensee/License Holder, Child & Family Services Division, Economic Opportunity Board of Clark County - Ward 3 (Reese)
7. Approval of a new Child Care Center/Preschool License subject to the provisions of the fire and planning codes, Health Dept. and Licensing regulations, Seton Academy West, LLC, dba Seton Academy West, 3801 North Campbell, Mary J. Hayes, Licensee, 100% - Ward 4 (Brown)
8. Approval of Change of Licensee/License Holder for a Child Care Center/Nursery/Preschool License, ARAMARK Educational Resources, dba Children's World Learning Center, 2600 Lake Sahara Drive, From: Beverly O'Connell, Area VP, Licensee/License Holder, To: Cora J. Anderson, Reg Mgr, Licensee/License Holder - Ward 2 (L.B. McDonald)
9. Approval of Change of Licensee/License Holder for a Child Care Center/Nursery/Preschool License, ARAMARK Educational Resources, dba Children's World Learning Center, 2861 Business Park Court, From: Beverly O'Connell, Area VP, Licensee/License Holder, To: Cora J. Anderson, Reg Mgr, Licensee/License Holder - Ward 4 (Brown)
10. Approval of a new Beer/Wine/Cooler Off-sale Liquor License subject to the provisions of the fire codes and Health Dept. regulations, Albertson's, Inc., dba Albertson's Exresss #6008, 4401 East Bonanza Rd., Kaye L. O'Riordan, Secy, John F. Boyd, Treas - Ward 3 (Reese)
11. Approval of a new Gift Shop Limited Liquor License, Marshall Management Company, dba Fremont Gift Shop, 200 Fremont St., Todd Marshall, Dir, Pres, Treas, 70%, Cari Marshall, Dir Secy, 30% - Ward 5 (Weekly)
12. Approval of a new Gift Shop Limited Liquor License, Marshall Management Company, dba California Gift Shop, 12 East Ogden Ave., Todd Marshall, Dir, Pres, Treas, 70%, Cari Marshall, Dir, Secy, 30% - Ward 5 (Weekly)
13. Approval of a new Gift Shop Limited Liquor License, Marshall Management Company, dba The Company Store, 200 North Main St., Todd Marshall, Dir, Pres, Treas, 70%, Cari Marshall, Dir, Secy, 30% - Ward 5 (Weekly)

FINANCE & BUSINESS SERVICES DEPARTMENT - CONSENT

14. Approval of Officer for a Beer/Wine/Cooler On-sale Liquor License, Rubio's Baja Grill, 9310 West Sahara Ave., Theodore E. Frumkin, II, Dir, Pres, Secy, Treas - Ward 2 (L.B. McDonald)
15. Approval of Officer for a Beer/Wine/Cooler Off-sale Liquor License, Albertson's, Inc., dba Albertson's Express, #6008, Peter L. Lynch, Pres - Ward 3 (Reese)
16. Approval of Officer for a Beer/Wine/Cooler On-sale Liquor License, Rubio's Baja Grill, 1910 Village Center Cir., Suite 9, Theodore E. Frumkin, II, Dir, Pres, Secy, Treas - Ward 4 (Brown)
17. Approval of Officer for a Package Liquor License, Albertson's, Inc., dba Albertson's #6011, 1650 North Buffalo Dr., Peter L. Lynch, Pres - Ward 4 (Brown)
18. Approval of Officer for a Package Liquor License, Albertson's, Inc., dba Albertson's #6090, 7075 West Ann Rd., Peter L. Lynch, Pres - Ward 6 (Mack)
19. Approval of Manager for a Restaurant Service Bar Liquor License, Hamada Resort, Inc., dba Hamada of Japan, 221 North Rampart Blvd., Suite 7144, Munenori Kawagoe, Gen Mgr - Ward 2 (L.B. McDonald)
20. Approval of Manager for a Supper Club Liquor License, Hamada Towers, Inc., dba Hamada Asian Village, 2000 Las Vegas Blvd., South, Munenori Kawagoe, Gen Mgr - Ward 3 (Reese)
21. Approval of Manager for a Tavern Liquor License and a Non-restricted Limited Gaming License for 20 slots subject to continued compliance with Gaming Control Board filing requirements, Loose Caboose-Nellis, Inc., dba Loose Caboose Saloon, 15 North Nellis Blvd., Suite A1, Randall W. Tidwell, Gen Mgr - Ward 3 (Reese)
22. Approval of a new Beer/Wine/Cooler Off-sale Liquor License and a new Restricted Gaming License for 7 slots, Jamil A. Nesson, dba J & D Mini Market, 900 North Martin L. King Blvd., Jamil A. Nesson, 100% - Ward 5 (Weekly)
23. Approval of a new Slot Operator Space Lease Location Restricted Gaming License for 7 slots, Cardivan Company, db at Albertson's Express #6008, 4401 East Bonanza Rd. - Ward 3 (Reese)
24. Approval of a new Hypnotist License subject to the provisions of the planning and fire codes, Christine Essex, dba Christine Essex, 1833 West Charleston Blvd., Christine S. Essex, 100% - Ward 1 (M. McDonald)
25. Approval of a new Independent Massage Therapist License, Vicki Leah Agao, dba Vicki Leah Agao, 9410 West Sahara Ave., Vicki L. Agao, 100% - Ward 2 (L.B. McDonald)
26. Approval of a new Independent Massage Therapist License, Celeste Harlow, dba Celestial Connection Massage Therapy, 9133 Jewel Crystal Court, Celeste S. Harlow, 100% - Ward 4 (Brown)
27. Approval of a new Independent Massage Therapist License, Sheryl Moody, dba Great Escape, 7310 Smoke Ranch Rd., Suite M, Sheryl L. Moody, 100% - Ward 4 (Brown)
28. Approval of a new Independent Massage Therapist License, Sheri Chanel, dba Sheri Chanel, 2451 North Rainbow Blvd., Unit 2090, Sheri L. Chanel, 100% - Ward 6 (Mack)
29. Approval of a new Independent Massage Therapist License, Rae Anne Cariker, dba Rae Anne Cariker, 7529 Pinto Bluff St., Rae A. Cariker, 100% - Ward 6 (Mack)
30. Approval of a new Independent Massage Therapist License, Candy Kay Hetzel, dba Candy Kay Hetzel, 5820 West La Madre Way, Candy K. Hetzel, 100% - Ward 6 (Mack)
31. Approval of Change of Location for an Independent Massage Therapist License subject to the provisions of the planning and fire codes, Rebecca A. Manor, dba Becca Kneads You, From: 8600 Starboard Dr., #1215, To: 7310 Smoke Ranch Rd., Suite M, Rebecca A. Manor, 100% - Ward 4 (Brown)

FINANCE & BUSINESS SERVICES DEPARTMENT - CONSENT

32. Approval of Change of Location for an Independent Massage Therapist License subject to the provisions of the planning and fire codes, Jerome Vital, dba Jerome Vital, From: 909 Cambridge Cross Place, To: 7310 Smoke Ranch Rd., Suite M, Jerome Vital, 100% - Ward 4 (Brown)
33. Approval of Change of Location for an Independent Massage Therapist License, Natalia E. Mendez, dba Natalia E. Mendez, From: 4942 Roswell St., To: 3800 South Nellis Blvd., #282, Natalia E. Mendez, 100% - (County)
34. Approval of Change of Location for an Independent Massage Therapist License, Sarah L. Devito, dba Artistic Kneads, From: 6436 Doby Peak Dr., To: 10028 West Cherokee Ave., Sara L. Devito, 100% - (County)
35. Approval of Change of Location for an Independent Massage Therapist License, Luke Jackson, dba Luke Jackson, From: 4428 Casa Sencia St., To: 3335 Deuce St., Luther E. Jackson, 100% - (County)
36. Approval of Change of Location for an Independent Massage Therapist License, Lucy M. Wojcik, dba Desert Escape, From: 5158 South Jones Blvd., Unit 108, To: 4975 Duneville St., Unit 208, Lucy M. Wojcik, 100% - (County)
37. Approval of a new Martial Arts License subject to the provisions of the fire codes, Reylson Gracie, Inc., dba Reylson Gracie Jiu-Jitsu, 1928 Rock Springs Dr., Reylson Gracie, 100% - Ward 4 (Brown)
38. Approval of Change of Location for a Martial Arts License subject to the provisions of the planning and fire codes, Mahato Karate Association of Nevada, Inc., dba Mahato Karate Association of Nevada, Inc., From: 820 South Valley View Blvd., Suite C, To: 8221 West Charleston Blvd., Suite 107, Howard D. Sawyer, Dir, Pres, Secy, Treas, 100% - Ward 1 (M. McDonald)
39. Approval of a new Massage Establishment License, Sharon Lane, dba Total Image Beauty Salon, 6010 West Cheyenne Ave., Suite 12, Sharon M. Lane, 100% - Ward 6 (Mack)
40. Approval of a new Psychic Art and Science License, Craig Norton, dba El Angel, 2210 East Bonanza Rd., Craig Norton, 100% - Ward 3 (Reese)
41. Approval of Change of Ownership and Business Name for a Class II Secondhand Dealer License subject to the provisions of the fire codes, From: RGL, Inc., dba American Jewelry & Coin, Robert G. Lartigaut, Dir, Pres, Secy, Treas, 100%, To: The Cash Exchange & Money Store, Inc., dba The Cash Exchange & Money Store, Inc., 616 Las Vegas Blvd., South, Suite C., Carl A. Jensen, Dir, Pres, Secy, Treas, 100% - Ward 3 (Reese)
42. Approval of Change of Ownership, Business Name and Reclassification for a Class I-B Secondhand Dealer License, From: Jolynn Renee Ayala, dba J.D. Enterprises, Jolynn R. Ayala, 100%, To: Class III-B Secondhand Dealer License, Silver State Pallets, Inc., dba Silver State Pallets, 1921 Western Ave., Michael J. Griffin, Dir, Pres, Secy, Treas, 100% - Ward 3 (Reese)
43. Approval of award of Bid Number 01.1730.13-RC, US 95/Rancho Sewer - Phase 1B, Coran Lane to Redondo Avenue; and approve the construction conflicts and contingency reserve set by Finance and Business Services - Department of Public Works - Award recommended to: LAS VEGAS PAVING CORPORATION (\$9,671,505 - Enterprise Fund) - Ward 5 (Weekly)
44. Approval to award Bid Number 01.15301.07-LED, Fire Station #10 and approve the construction conflicts and contingency reserve set by Finance and Business Services - Department of Public Works - Award recommended to: J.A. VAY & SONS, INC. (\$2,620,500 - Capital Projects Fund) - Ward 1 (M. McDonald)
45. Approval of award of Bid Number 01.1762.01-RC, 2000-2001 Annual Concrete Replacement - Department of Public Works - Award recommended to: MIKON CONSTRUCTION COMPANY INC. (Estimated annual amount \$1,800,000 - Special Revenue Fund) - All Wards
46. Approval of award of Bid Number 01.1762.02-RC, 2000-2001 Annual Small Asphalt Patching - Department of Public Works - Award recommended to: MIKON CONSTRUCTION COMPANY INC. (Estimated annual amount \$900,000 - Special Revenue Fund) - All Wards

FINANCE & BUSINESS SERVICES DEPARTMENT - CONSENT

47. Approval of award of Bid Number 01.1762.04-RC, Annual Crack Seal - Department of Public Works - Award recommended to: CPM WEST (Estimated annual amount \$500,000 - Special Revenue Fund) - All Wards
48. Approval of rejection of bidder and award of Bid Number 010079-TC, for the purchase of Street Sweepers and Tractor Loader Backhoe - Department of Field Operations - Award recommended to: Lot II, Tractor Loader Backhoe - HERTZ EQUIPMENT (\$57,749 - Capital Projects Fund) and Lot III, Regenerative Sweeper - SNE EQUIPMENT (\$201,130 - Capital Projects Fund)
49. Approval of the issuance of a Purchase Order for an Annual Requirements Contract for Hycor Bar Screen OEM Parts for the period from date of award through June 30, 2002, with renewal options as long as the bidding exemption exists (DR) - Department of Public Works - Award recommended to: PARKSON CORP. (\$250,000 - Enterprise Fund)
50. Approval of Contract Modification Number One of Bid Number 01.1730.12-LED, Annual Maintenance of Flood Control Facilities - Department of Public Works - Award recommended to: R.K. RICKS (\$200,000 - Capital Projects Fund) - All Wards
51. Approval of Joinder Agreement to authorize the use of Clark County Bid Number 4189-98 (KF) for an Annual Requirements Contract for portable wireless digital private & group two-way voice integrated telephones and service for the period from June 1, 2001 through May 31, 2002, with two (2) one-year options to renew - Department of Information Technologies - Award recommended to: RECOMM WIRELESS (Estimated annual amount of \$200,000 - General & Internal Service Funds)
52. Approval of Agreement and the issuance of a Purchase Order for an annual contract for technical support maintenance of Microsoft software for the city-wide computer network (CW) - Department of Information Technologies - Award Recommended to: MICROSOFT CORPORATION (Estimated annual amount of \$95,000 - General Fund)
53. Approval of a Purchase Order for a single purchase requirement for SmartNet maintenance of Cisco Systems networking equipment (JDF) - Department of Information Technologies - Award recommended to: CISCO SYSTEMS INC. (\$76,686 - General Fund)
54. Approval of the award of Bid Number 010057-TB (CW), Annual Requirements Contract for Plotter Supplies - Department of Information Technologies - Award recommended to: SOURCE GRAPHICS (Estimated annual amount of \$70,000 - General Fund)
55. Approval of rejection of all bids for Bid #01.1730.10-RC, Decatur Boulevard Dual Left Turn Lanes at Washington Avenue - Wards 1 & 5 (M. McDonald & Weekly)

PLANNING & DEVELOPMENT DEPARTMENT - CONSENT

56. Approval of a professional services agreement with Duncan Associates to rewrite Chapter 19A.14 of the City of Las Vegas Zoning Code (Sign Code) (\$86,100 - General Fund)

PUBLIC WORKS DEPARTMENT - CONSENT

57. Approval of a Fourth Supplemental Cooperative Agreement between Clark County and the City of Las Vegas for Traffic Capacity and Safety Improvements Second Program Year to increase funding for Right of Way (\$50,000 - Clark County) - All Wards
58. Approval of a Right-of-Way Grant to Nevada Division Central Telephone Company for a portion of the Northeast Quarter (NE 1/4) of Section 4, T21S, R60E, M.D.M., for a telephone easement to serve Buffalo Park located on the west side of Buffalo Drive, north of Del Rey Avenue - 163-04-502-005 - Ward 1 (M. McDonald)

PUBLIC WORKS DEPARTMENT - CONSENT

59. Approval of a Declaration of Utilization from the Bureau of Land Management for Sewer Purposes, lying within the Southeast Quarter (SE 1/4) of Section 30, T19S, R60E, M.D.M., located south of Tropical Parkway, east of Fort Apache Road - 125-30-704-006 & 125-29-303-001 - (County)
60. Approval to file a Right-of-Way Grant application with the Bureau of Land Management for Sewer and Multi-Use Trail Easement purposes on portions of land lying within the East Half (E 1/2) of Section 30, T19S, R60E, M.D.M., located along Tropical Parkway, east of Fort Apache Road - 125-30-702-004 & 125-30-601-006 - (County)
61. Approval of an Encroachment request from Outback Steakhouse, Inc. on behalf of Lena Piccoli-Ostunio, owner (Merialdo Lane south of Charleston Boulevard) - Ward 2 (L. B. McDonald)
62. Approval of Interlocal Agreement No. 107439 with the Las Vegas Valley Water District to modify existing water facilities, install new water facilities and/or remove obsolete water facilities in conjunction with the Ann Road, US-95 to Ferrell Street project (\$20,000 - Las Vegas Valley Water District) - Ward 6 (Mack)
63. Approval of a Cooperative Agreement between the City of Las Vegas, the City of Henderson, Clark County Sanitation District and the Southern Nevada Water Authority, to fund phase III of the Las Vegas Wash alternative discharge study, the City of Las Vegas pays 38% of \$5,300,000 - (\$2,014,000 - Sanitation Fund) - (County)
64. Approval of an Easement from the City of Las Vegas to the Las Vegas Elks Lodge 1468 for placement of underground utilities and Ingress and Egress purposes at Fire Station #5 subject to the condition that the Elks Lodge pave the dirt parking lot at the Fire Station - Ward 1 (M. McDonald)

RESOLUTIONS - CONSENT

65. R-60-2001 - Approval of a resolution directing the City Treasurer to give notice of the sale of properties subject to the lien of a delinquent assessment in Districts 404 and 707 located in Wards 2 & 4 (L. B. McDonald & Brown)
66. R-61-2001 - Approval of a resolution directing the City Treasurer to give notice of the sale of properties subject to the lien of a delinquent assessment in District 505 and in certain other districts; and providing other matters properly relating thereto. District 505 is in Ward 6 (Mack) and the other districts are in various wards
67. R-62-2001 - Approval of a Resolution to establish the Fire Safety Initiative Special Revenue Fund
68. R-63-2001 - Approval of a resolution concerning the financing of improvements; authorizing the City Clerk to notify the Clark County Debt Management Commission (DMC) of a proposal to incur general obligation (G.O.) parking bonds (additionally secured by pledged revenues) in an aggregate principal amount not to exceed \$13,000,000; authorizing and directing the City Finance Director to submit an amended debt management policy and capital improvement plan to the DMC; and authorizing the reimbursement from bond proceeds prior expenditures related to the parking project - Ward 3 (Reese)
69. R-64-2001 - Approval of a resolution establishing the interest rate on the assessments in the City of Las Vegas, Nevada Special Improvement District No. 808 (Summerlin area) - Ward 2 (L.B. McDonald)
70. R-65-2001 - Approval of a Resolution directing the City Engineer to prepare preliminary plans regarding: Special Improvement District No. 1479 - Mayfair Area (Capital Projects Fund - Special Assessments) - Ward 5 (Weekly)
71. R-66-2001 - Approval of a Resolution directing the City Engineer to prepare preliminary plans regarding: Special Improvement District No. 1478 - Vegas Drive (Rancho Drive to I-15) (Capital Projects Fund - Special Assessments) - Ward 5 (Weekly)

REAL ESTATE COMMITTEE – CONSENT

72. Approval of a Land Lease Agreement with the Grace in the Desert Episcopal Diocese Church to replace the existing agreement that has expired on Parcel Number 138-19-613-001, located at 2002 Spring Gate Lane, to provide recreational programs during "Track Breaks" for the Department of Leisure Services - Ward 4 (Brown)
73. Approval of a Bill of Sale from the City of Las Vegas (CLV) to the Las Vegas Valley Water District (LVVWD) for the purpose of providing water services located at the Las Vegas Metropolitan Police Department Substation and Academy, located in the vicinity of Cheyenne Avenue and Jensen Street - Ward 4 (Brown)

DISCUSSION / ACTION ITEMS**ADMINISTRATIVE - DISCUSSION**

74. Report and possible action concerning the status of 2001 legislative issues and direct staff as deemed necessary
75. Discussion and possible action regarding the Second Amendment to the Operational Agreement of Las Vegas Village and to amend the Grant, Bargain and Sale Deed - Ward 5 (Weekly)

CITY ATTORNEY - DISCUSSION

76. Discussion and possible action on Appeal of Work Card Denial: Yolanda Renee Small, 451 N. Nellis Blvd. #1098, Las Vegas, Nevada 89110
77. Discussion and possible action on Appeal of Work Card Denial: Keith L. Wines, 1720 Walnut, Las Vegas, Nevada 89101
78. Discussion and possible action on proposed negotiated settlement of SUSAN J. TOOHEY v. CITY OF LAS VEGAS, et al.
79. Discussion and possible action to retain Harrison, Kemp & Jones to represent the City of Las Vegas in the Northwest Family Leisure Center and Palo Verde Family Leisure Center construction arbitration

FIELD OPERATIONS DEPARTMENT – DISCUSSION

80. ABEYANCE ITEM - Report on the functions and projects of the Department of Field Operations

FINANCE & BUSINESS SERVICES DEPARTMENT - DISCUSSION

81. Discussion and possible action regarding Temporary Approval of Change of Ownership and Business Name for a Package Liquor License, From: Raleys, a California Corporation, dba Food Source Store #133 (non-operational), Michael J. Teel, Dir, Pres, CEO, William W. Anderson, Treas, CFO, Neil J. Doerhoff, Secy, Joyce N. Teel, Dir, Co-Chair, Bd of Dir, James E. Teel, Dir, Co-Chair, Bd of Dir, Charles L. Collings, Dir, Teel Family Trust, 100%, James E. Teel, Trustor, Trustee, Joyce N. Teel, Trustor, Trustee, To: E & T Produce Co., LLC, dba King Ranch Market #9, 1570 North Eastern Ave., Aner J. Iglesias, Mmbr, 50%, William P. Miguel, Mmbr, 25 %, Constantino Miguel, Mmbr, 25% - Ward 5 (Weekly)

FINANCE & BUSINESS SERVICES DEPARTMENT - DISCUSSION

- 82. Discussion and possible action regarding Temporary Approval of a new Class II Secondhand Dealer License subject to the provisions of the planning and fire codes, Gilbert Levy, dba G & G Liquidators, 401 West Bonanza Rd., Gilbert Z. Levy, 100% - Ward 5 (Weekly)
- 83. Discussion and possible action regarding Change of Location and Business Name for a Psychic Art and Science License, Shirley Stevens, dba From: Readings by Shirley Stevens, 1924 East Charleston Blvd., To: Psychic Gallery, 1717 South Decatur Blvd., Booth B-6, Shirley Stevens, 100% [NOTE: Item to be heard in the afternoon session in conjunction with Item #127 - Special Use Permit U-0036-01] - Ward 1 (M. McDonald)
- 84. Discussion and possible action regarding Temporary Approval of a new Independent Massage Therapist License subject to the provisions of the fire codes, Xiao Ping Wang, dba Xiao Ping Wang, 1705 Hills of Red Dr., #104, Xiao P. Wang, 100% - Ward 4 (Brown)
- 85. Discussion and possible action regarding approval of a new Teenage Dance License subject to the provisions of the fire codes, The Black Hole, Inc., dba The Black Hole, Inc., 2828 Highland Dr., Cristo Fernandez, Dir, Pres, Secy, Treas, 95% - Ward 3 (Reese)
- 86. ABEYANCE ITEM - Discussion and possible action regarding Change of Location for a Beer/Wine/Cooler Off-sale Liquor License, Son & Son, dba Jackson Market, From: 1312 F Street, Suite D, To: 1218 D Street, Ki S. Son, Co-owner, 50%, Suk C. Son, Co-owner, 50% - Ward 5 (Weekly)

NEIGHBORHOOD SERVICES DEPARTMENT - DISCUSSION

- 87. Discussion and possible action regarding an Agreement to Loan Redevelopment Set Aside Housing Funds and HOME Investment Partnership ("HOME") Program funds to L'Octaine Limited Partnership to construct a 51-unit rental project at Las Vegas Blvd and Gass (\$850,000 Redevelopment Set Aside and \$1,650,000 HOME Grant Funds) - Ward 5 (Weekly)

PLANNING & DEVELOPMENT DEPARTMENT - DISCUSSION

- 88. Report on the status and impact of Parking Variances and Waivers within the area bounded by Fourth Street, Maryland Parkway, Charleston Boulevard and Fremont Street - Wards 3 & 5 (Reese & Weekly)

RESOLUTIONS - DISCUSSION

- 89. R-67-2001 -Discussion and possible action regarding a resolution consenting to certain undertakings of the City of Las Vegas Redevelopment Agency in connection with the Disposition and Development Agreement with L'Octaine Limited Partnership, a Nevada Limited Partnership (\$850,000 - Redevelopment Housing) (APN 139-34-401-002) - Ward 5 (Weekly) [NOTE: This item is related to Redevelopment Agenda Item IV-A]

BOARDS & COMMISSIONS - DISCUSSION

- 90. ABEYANCE ITEM - ETHICS REVIEW BOARD – Earle W. White, Jr., Term Expiration 4-14-2001; Robert J. Fleming, Term Expiration 4-14-2001; Linda Young, Term Expiration 5-12-2001
- 91. CHILD CARE LICENSING BOARD – Diane Simon-Jessen – Term Expiration 6-18-2001; Nona Carroll – Term Expiration 6-18-2001
- 92. CITIZENS PRIORITY ADVISORY COMMITTEE (CPAC) – Tom E. Paulus - Term Expiration 6-18-2001; Brian Craig Pearson – Term expiration 6-18-2001; Joseph Sayles – Term Expiration 6-2001; Lori Harrison – Term Expiration 6-2001

BOARDS & COMMISSIONS - DISCUSSION

93. NEIGHBORHOOD PARTNERS FUND BOARD, FISCAL YEAR 2002 – Anthony Longo – Term Expiration 6-2002
94. PLANNING COMMISSION – Byron A. Goynes – Term Expiration 6-2001; Hank Gordon – Term Expiration 6-2001
95. Discussion and possible action on appointments of Council members to various City of Las Vegas and other jurisdictional Boards, Commissions and Authorities

REAL ESTATE COMMITTEE - DISCUSSION

96. Discussion and possible action regarding the Reinstatement and First Amendment to Donation, Purchase and Sale Agreement and Escrow Instructions (Agreement) that was approved by the City Council on December 6, 2000, between Union Pacific Railroad and the City of Las Vegas for the purchase of land known as Parkway Center Lot 4 and Bonanza Street Property (\$4,182,415.25 - Industrial Revenue Fund) - Ward 5 (Weekly)
97. Discussion and possible action regarding a Real Property Purchase and Sale Agreement and Escrow (Agreement) between the City of Las Vegas and 21st Century Financial Ventures, LLC. for the sale of land known as Parkway Center Lot 4 and Bonanza Street Property (Gain \$4,973,683 - Industrial Revenue Fund) - Ward 5 (Weekly)
98. Discussion and possible action regarding the purchase and sale agreement between the City of Las Vegas and Bank of America for property which is approximately two thirds of a city block within the Central Business District bounded by 3rd and 4th Streets, Bonneville Avenue and Garces Avenue (\$2,738,000 - Parking Enterprise Fund) - Ward 3 (Reese)
99. Discussion and possible action to direct staff to initiate the process of providing parking to accommodate future development downtown - Ward 3 (Reese)
100. Discussion and possible action regarding a Real Property Purchase and Sale Agreement between the City of Las Vegas and Box Canyon Professional Park, LLC, for the sale of land in the Las Vegas Technology Center (Gain of \$2,955,766 - Industrial Park Fund) - Ward 4 (Brown)

RECOMMENDING COMMITTEE REPORTS - DISCUSSION**BILLS ELIGIBLE FOR ADOPTION AT A LATER MEETING**

THERE IS NO PUBLIC COMMENT ON THESE ITEMS AND NO ACTION WILL BE TAKEN BY THE COUNCIL AT THIS MEETING. PUBLIC TESTIMONY TAKES PLACE AT THE RECOMMENDING COMMITTEE MEETING HELD FOR THAT PURPOSE.

101. Bill No. 2001-43 – Annexation No. A-0030-98(A) – Property Location: Between Grand Teton Drive and Gilcrease Avenue, approximately 660 feet east of Hualapai Way; Petitioned By: City of Las Vegas; Acreage: Approximately 20.54 acres; Zoned: R-E (County Zoning), U (PCD) (City Equivalent); Sponsored by: Councilman Michael Mack
102. Bill No. 2001-44 – Annexation No. A-0013-99(A) – Property Location: On the northwest corner of Gowan Road and the Western Beltway; Petitioned By: City of Las Vegas; Acreage: Approximately 10.34 acres; Zoned: R-U (County Zoning), U (PCD) (City Equivalent); Sponsored by: Councilman Larry Brown
103. Bill No. 2001-45 – Annexation No. A-0005-00(A) – Property Location: On the northeast corner of Cheyenne Avenue and Fort Apache Road; Petitioned By: Fort Apache Convenience Limited Liability Company; Acreage: 2.67 acres; Zoned: C-2 (County Zoning), C-1 (City Equivalent); Sponsored by: Councilman Larry Brown
104. Bill No. 2001-46 – Expands the boundaries of the Downtown Casino Overlay District and allows the waiver of certain distance requirements within that District. Sponsored by: Mayor Oscar B. Goodman and Councilman Lawrence Weekly

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.

105. Bill No. 2001-47 – Annexation No. A-0003-01(A) – Property Location: On the east side of Juliano Road approximately 330 feet south of Hickam Avenue; Petitioned By: Paul and Yvonne Milko Revocable Living Trust; Acreage: 2.59 acres; Zoned: R-E (County Zoning) U (DR) (City Equivalent); Sponsored by: Councilman Larry Brown
106. Bill No. 2001-48 – Annexation No. A-0007-01(A) – Property Location: On the west side of Mustang Street approximately 300 feet north of Cheyenne Avenue; Petitioned By: Karl and Susan Larsen Family Trust; Acreage: 0.64 acres; Zoned: R-E (County Zoning), R-E (City Equivalent); Sponsored by: Councilman Michael Mack
107. Bill No. 2001-49 – Requires persons who work as escorts to obtain a health card and to undergo initial and periodic medical examinations. Sponsored by: Mayor Oscar B. Goodman
108. Bill No. 2001-50 – Requires persons who work as outcall entertainers to obtain a health card and to undergo initial and periodic medical examinations. Sponsored by: Mayor Oscar B. Goodman
109. Bill No. 2001-51 – Amends the City's Uniform Administrative Code to increase the construction valuation basis for building permit fees. Proposed by: Paul Wilkins, Director of Building and Safety

1:00 P.M. - AFTERNOON SESSION

110. 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

111. Public hearing to consider the report of expenses to recover costs for abatement of dangerous building located at 1208 Purple Sage Avenue. PROPERTY OWNER: MARK AND ERNESTINE MARTINEZ - Ward 5 (Weekly)

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.

PLANNING & DEVELOPMENT DEPARTMENT – CONSENT

PM SESSION - ALL ITEMS LISTED ON THE CONSENT AGENDA ARE CONSIDERED TO BE ROUTINE AND HAVE BEEN RECOMMENDED FOR APPROVAL. 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.

112. EXTENSION OF TIME - SPECIAL USE PERMIT - U-0109-99(1) - RANGER BUILDING CORPORATION ON BEHALF OF D WESTWOOD, INC. - Request for an Extension of Time on an Approved Special Use Permit FOR A PROPOSED 20,198 SQUARE FOOT TAVERN at 2805 Westwood Drive (APN: 162-08-604-001), M (Industrial) Zone, Ward 3 (Reese). The Planning Commission (6-0-1 vote) and staff recommend APPROVAL

PLANNING & DEVELOPMENT DEPARTMENT – DISCUSSION

113. MINOR MODIFICATION - LONE MOUNTAIN WEST DEVELOPMENT MASTER PLAN - Z-0024-99(21) - STANPARK CONSTRUCTION COMPANY, INC. - Request for a Minor Modification to the Lone Mountain West Development Master Plan to amend subsections 3.6.1(i & l), 3.6.2(e), and 3.12(g) regarding retaining wall height and spacing, PD (Planned Development) Zone, Ward 4 (Brown). The Planning Commission (5-0 vote) and staff recommend APPROVAL
114. SITE DEVELOPMENT PLAN REVIEW - Z-0026-91(15) - CHRISTOPHER SULLIVAN - Request for a Site Development Plan Review and a Waiver of the Landscaping Requirements to allow a reduction in the amount of perimeter landscaping FOR A PROPOSED 1,500 SQUARE FOOT OFFICE BUILDING CONVERSION on 0.17 Acres at 332 South Jones Boulevard (APN: 138-36-210-008), R-1 (Single Family Residential) Zone under Resolution of Intent to P-R (Professional Office and Parking), Ward 1 (M. McDonald). The Planning Commission (5-0 vote) and staff recommend APPROVAL
115. SITE DEVELOPMENT PLAN REVIEW - Z-0105-97(5) - AREEJH INVESTMENTS CORPORATION ON BEHALF OF EQUITABLE DEVELOPMENT CORPORATION OF NEVADA, INC. - Request for a Site Development Plan Review FOR MODIFICATIONS TO AN APPROVED 10-THEATER MOVIE COMPLEX, RETAIL SHOPS, PROFESSIONAL OFFICE SPACE, RESTAURANT PAD, AND A 5-LEVEL PARKING GARAGE located north of Washington Avenue, approximately 575 feet east of Lamb Boulevard (APN: 140-29-212-004), R-E (Residence Estates) Zone under Resolution of Intent to C-1 (Limited Commercial) Zone, Ward 3 (Reese). The Planning Commission (5-0 vote) and staff recommend APPROVAL
116. AMENDMENT TO THE IRON MOUNTAIN RESIDENTIAL PLANNED DEVELOPMENT MASTER PLAN - PUBLIC HEARING - Z-0016-98(2) - WHISPERING TETON, LIMITED LIABILITY COMPANY - Request to amend the Iron Mountain Ranch Residential Planned Development Master Plan TO REMOVE 16.71 ACRES FROM THE OVERALL PLAN AREA located on the southwest corner of Bradley Road and Grand Teton Road (APN: 125-13-101-004), R-E (Residence Estates) Zone under Resolution of Intent to R-PD3 (Residential Planned Development - 3 Units per Acre), Ward 6 (Mack). Staff recommends DENIAL. The Planning Commission (5-0-1 vote) recommends APPROVAL
117. REZONING RELATED TO Z-0016-98(2) - PUBLIC HEARING - Z-0015-01 - WHISPERING TETON, LIMITED LIABILITY COMPANY - Request for a Rezoning FROM: R-E (Residence Estates) TO: R-PD3 (Residential Planned Development - 3 Units per Acre) for 16.71 Acres on the southwest corner of Bradley Road and Grand Teton Road (APN: 125-13-101-004), PROPOSED USE: 63 LOT SINGLE FAMILY RESIDENTIAL DEVELOPMENT, Ward 6 (Mack). Staff recommends DENIAL if Z-0016-98(2) is denied, and APPROVAL if Z-0016-98(2) is approved. The Planning Commission (5-0-1 vote) recommends APPROVAL
118. ABEYANCE ITEM - SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - SD-0076-00 - JAE SUN KIM ON BEHALF OF JOHN STALUPPI - Request for a Site Development Plan Review FOR A PROPOSED 25,932 SQUARE FOOT AUTO DEALERSHIP (RANCHO NISSAN) on the east side of Rancho Drive, approximately 700 feet north of Lone Mountain Road (APN: 125-35-401-003), C-2 (General Commercial), Ward 6 (Mack). The Planning Commission (6-0 vote) and staff recommend APPROVAL
119. ABEYANCE ITEM - SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - Z-0100-97(3) - UNION PACIFIC RAILROAD COMPANY ON BEHALF OF FURNITURE MART ENTERPRISES, LIMITED LIABILITY COMPANY - Request for a Site Development Plan Review FOR A PROPOSED 1,000,000 SQUARE FOOT COMMERCIAL DEVELOPMENT AND FOR A WAIVER OF THE OFF-STREET PARKING REQUIREMENTS on approximately 36.11 acres at the northwest corner of the intersection of Bonneville Avenue and Grand Central Parkway (APN: 139-33-610-002), Ward 5 (Weekly). The Planning Commission (4-0-2 vote) and staff recommend APPROVAL

PLANNING & DEVELOPMENT DEPARTMENT – DISCUSSION

120. ABEYANCE ITEM - SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - Z-0073-99(1) - KMW, LIMITED LIABILITY COMPANY - Request for a Site Development Plan Review FOR A PROPOSED 7,675 SQUARE FOOT OFFICE BUILDING on 2.18 acres located on the northeast corner of the intersection of Gowan Road and Buffalo Drive (APN: 138-10-201-012), U (Undeveloped) Zone [O (Office) General Plan Designation] under Resolution of Intent to O (Office), Ward 4 (Brown). The Planning Commission (4-1-0 vote) and staff recommend APPROVAL

121. SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - Z-0050-81(1) - MARIO AND NORMA QUINONEZ - Request for a Site Development Plan Review and a Waiver of the Required Landscaping FOR IMPROVEMENTS TO AN EXISTING 1,350 SQUARE FOOT BARBER SHOP located at 2220 East Bonanza Road (APN: 139-35-511-041), P-R (Professional Office and Parking) Zone, Ward 3 (Reese). The Planning Commission (7-0 vote) and staff recommend APPROVAL

122. VACATION - PUBLIC HEARING - VAC-0002-01 - KMW, LIMITED LIABILITY COMPANY ON BEHALF OF WINDSOR GROUP - Petition to Vacate U.S. Government Patent Easements generally located at the northeast corner of Buffalo Drive and Gowan Road, Ward 4 (Brown). The Planning Commission (4-0-1 vote) and staff recommend APPROVAL

123. VARIANCE - PUBLIC HEARING - V-0018-01 - LAULE BECKER II - Request for a Variance TO ALLOW A PROPOSED MINI-STORAGE BUILDING TO BE SETBACK 71 FEET FROM A RESIDENTIAL PROPERTY LINE WHERE THE RESIDENTIAL ADJACENCY STANDARDS REQUIRES A SETBACK OF 99 FEET on the northeast corner of Decatur Boulevard and Alta Drive (APN's: 139-31-202-002 through 006), Ward 1 (M. McDonald). Staff recommends DENIAL. The Planning Commission (6-0-1) recommends APPROVAL

124. VARIANCE - PUBLIC HEARING - V-0020-01 - LAULE BECKER II - Request for a Variance TO ALLOW 190 PARKING SPACES WHERE 230 SPACES ARE THE MINIMUM REQUIRED on the northeast corner of Decatur Boulevard and Alta Drive (APN's 139-31-202-002 through 006), C-2 (General Commercial) Zone, Ward 1 (M. McDonald). Staff recommends DENIAL. The Planning Commission (6-0-1 vote) recommends APPROVAL

125. SITE DEVELOPMENT PLAN REVIEW RELATED TO V-0018-01 AND V-0020-01 - PUBLIC HEARING - Z-0080-65(3) - LAULE BECKER II - Request for a Site Development Plan Review FOR A PROPOSED 48,116 SQUARE FOOT COMMERCIAL CENTER AND A WAIVER OF LANDSCAPING REQUIREMENTS TO ALLOW A REDUCTION IN THE AMOUNT OF PERIMETER AND PARKING LOT LANDSCAPING on the northeast corner of Decatur Boulevard and Alta Drive (APN's: 139-31-202-002 through 006), C-2 (General Commercial) Zone, Ward 1 (M. McDonald). Staff recommends DENIAL. The Planning Commission (6-0-1 vote) recommends APPROVAL

126. ABEYANCE ITEM - SPECIAL USE PERMIT - PUBLIC HEARING - U-0028-01 - GATEWAY MOTEL, INC. ON BEHALF OF REAGAN NATIONAL ADVERTISING - Appeal filed by Reagan Outdoor Nevada from the Denial by the Planning Commission of a request by Gateway Motel, Inc. on behalf of Reagan National Advertising for a Special Use Permit FOR A PROPOSED 45 FOOT TALL, 14 FOOT X 48 FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGN at 928 Las Vegas Boulevard South (APN: 139-34-410-165), C-2 (General Commercial) Zone, Ward 5 (Weekly). The Planning Commission (5-1 vote) and staff recommend DENIAL

127. SPECIAL USE PERMIT - PUBLIC HEARING - U-0036-01 - BOLZ, LIMITED LIABILITY COMPANY, ET AL ON BEHALF OF SHIRLEY STEVENS - Request for a Special Use Permit FOR PSYCHIC ARTS at 1717 South Decatur Boulevard (APN: 162-06-301-002), C-1 (Limited Commercial) Zone, Ward 1 (M. McDonald). [Note: This item to be heard in conjunction with Morning Session Item #83] The Planning Commission (5-0 vote) and staff recommend APPROVAL

128. SPECIAL USE PERMIT - PUBLIC HEARING - U-0037-01 - VEGAN DEVELOPMENT CORPORATION ON BEHALF OF ON THE WEB MARKETING GROUP, INC. - Request for a Special Use Permit FOR A WAREHOUSE/DISTRIBUTION CENTER FOR A MAIL-ORDER BUSINESS at 7310 Smoke Ranch Road # D (APN: 138-15-410-022), C-PB (Planned Business Park) Zone, Ward 4 (Brown). The Planning Commission (5-0 vote) and staff recommend APPROVAL

PLANNING & DEVELOPMENT DEPARTMENT – DISCUSSION

- 129.SPECIAL USE PERMIT - PUBLIC HEARING - U-0039-01 - VEGAN DEVELOPMENT CORPORATION - Request for a Special Use Permit FOR A WAREHOUSE/ DISTRIBUTION CENTER at 7310 through 7340 Smoke Ranch Road (APN's: 138-15-410-003, 018 and 020 through 022) C-PB (Planned Business Park) Zone, Ward 4 (Brown). The Planning Commission (5-0 vote) and staff recommend APPROVAL
- 130.ABEYANCE ITEM - REZONING - PUBLIC HEARING - Z-0002-01 - ALBERT EUGENE, LIMITED PARTNERSHIP - Request for a Rezoning FROM: R-1 (Single Family Residential) TO: P-R (Professional Office and Parking) on 0.17 acres at 701 South Ninth Street (APN: 139-34-810-078), PROPOSED USE: 7,066 SQUARE FOOT OFFICE BUILDING, Ward 5 (Weekly). The Planning Commission (6-0 vote) and staff recommend APPROVAL
- 131.ABEYANCE ITEM - VARIANCE RELATED TO Z-0002-01 - PUBLIC HEARING - V-0002-01 - ALBERT EUGENE, LIMITED PARTNERSHIP - Request for a Variance TO ALLOW 9 PARKING SPACES WHERE 19 PARKING SPACES ARE REQUIRED, AND TO ALLOW A LOT WIDTH OF 50 FEET WHERE 60 FEET IS THE MINIMUM REQUIRED at 701 South Ninth Street (APN: 139-34-810-078), R-1 (Single Family Residential) Zone, [PROPOSED: P-R (Professional Offices and Parking)], Ward 5 (Weekly). The Planning Commission (6-0 vote) and staff recommend DENIAL of the parking request for 9 spaces, and APPROVAL of the 50 foot lot width
- 132.ABEYANCE ITEM - VARIANCE RELATED TO Z-0002-01 - PUBLIC HEARING - V-0006-01 - ALBERT EUGENE, LIMITED PARTNERSHIP - Request for a Variance TO ALLOW A ZERO FOOT CORNER SIDE YARD SETBACK WHERE 15 FEET IS THE MINIMUM SETBACK REQUIRED, AND TO ALLOW A FIVE FOOT SIDE YARD SETBACK WHERE 90 FEET IS THE MINIMUM SETBACK REQUIRED FOR RESIDENTIAL ADJACENCY at 701 South Ninth Street (APN: 139-34-810-078), R-1 (Single Family Residential) Zone [PROPOSED P-R (Professional Office and Parking)], Ward 5 (Weekly). The Planning Commission (6-0 vote) and staff recommend DENIAL
- 133.ABEYANCE ITEM - SITE DEVELOPMENT PLAN REVIEW RELATED TO Z-0002-01, V-0002-01 AND V-0006-01 - PUBLIC HEARING - Z-0002-01(1) - ALBERT EUGENE, LIMITED PARTNERSHIP - Request for a Site Development Plan Review FOR A PROPOSED 7,066 SQUARE FOOT OFFICE BUILDING AND FOR A WAIVER OF THE LANDSCAPING REQUIREMENTS on 0.17 acres at 701 South Ninth Street (APN: 139-34-810-078), R-1 (Single Family Residential) Zone, [PROPOSED: P-R (Professional Office and Parking)], Ward 5 (Weekly). The Planning Commission (6-0 vote) and staff recommend DENIAL
- 134.REZONING - PUBLIC HEARING - Z-0012-01 - CITY OF LAS VEGAS - Request for a Rezoning FROM: U (Undeveloped) [PF (Public Facility) General Plan Designation] and C-V (Civic) TO: C-V (Civic) on 16.3 Acres on the east side of Redwood Street, between Oakey Boulevard and O'Bannon Drive (APN's: 163-02-302-001 and 163-02-303-001), PROPOSED USE: CITY PARK, Ward 1 (M. McDonald). The Planning Commission (7-0 vote) and staff recommend APPROVAL
- 135.SITE DEVELOPMENT PLAN REVIEW RELATED TO Z-0012-01 - PUBLIC HEARING - Z-0012-01(1) - CITY OF LAS VEGAS - Request for a Site Development Plan Review FOR A PROPOSED 16.3 ACRE CITY PARK on the east side of Redwood Street, between Oakey Boulevard and O'Bannon Drive (APN's: 163-02-302-001 and 163-02-303-001), C-V (Civic) Zone and U (Undeveloped) Zone [PF (Public Facility) General Plan Designation], PROPOSED: C-V (Civic), Ward 1 (M. McDonald). The Planning Commission (7-0 vote) and staff recommend APPROVAL
- 136.GENERAL PLAN AMENDMENT - PUBLIC HEARING - GPA-0005-01 - CALVARY FOUR SQUARE GOSPEL CHURCH ON BEHALF OF SPRINT PCS - Request for a General Plan Amendment from M (Medium Density Residential) to PF (Public Facility) of 4.06 Acres at 2929 Cedar Avenue (APN: 139-36-110-036), Ward 3 (Reese). Staff recommends APPROVAL. The Planning Commission voted 4-1-2 on a motion for approval which is tantamount to DENIAL due to the failure of the Commission to obtain a super majority vote
- 137.REZONING RELATED TO GPA-0005-01 - PUBLIC HEARING - Z-0006-01 - CALVARY FOUR SQUARE GOSPEL CHURCH ON BEHALF OF SPRINT PCS - Request for a Rezoning FROM: R-E (Residence Estates) TO: C-V (Civic) on 4.06 Acres at 2929 Cedar Avenue (APN: 139-36-110-036), Ward 3 (Reese). Staff recommends APPROVAL. The Planning Commission has no recommendation because the related General Plan Amendment failed to pass

PLANNING & DEVELOPMENT DEPARTMENT – DISCUSSION

138. SITE DEVELOPMENT PLAN REVIEW RELATED TO GPA-0005-01 AND Z-0006-01 - PUBLIC HEARING - Z-0006-01(1) - CALVARY FOUR SQUARE GOSPEL CHURCH ON BEHALF OF SPRINT PCS - Request for a Site Development Plan Review FOR AN ADDITIONAL ANTENNA TO BE LOCATED ON AN EXISTING 70 FOOT MONOPOLE TOWER on 4.06 Acres at 2929 Cedar Avenue (APN: 139-36-110-036), R-E (Residence Estates) Zone, PROPOSED C-V (Civic), Ward 3 (Reese). Staff recommends APPROVAL. The Planning Commission has no recommendation because the related General Plan Amendment failed to pass
139. GENERAL PLAN AMENDMENT - PUBLIC HEARING - GPA-0006-01 - CHARLESTON LINDELL #31 4401C AND 4401D ON BEHALF OF MILLENNIUM PROPERTIES - Request to Amend the Southwest Sector of the General Plan FROM: SC (Service Commercial) TO: GC (General Commercial) of 4.62 Acres on the southeast corner of Charleston Boulevard and Lindell Road (APN's: 163-01-501-001 and 002), Ward 1 (M. McDonald). The Planning Commission (3-2-2 vote) and staff recommend DENIAL
140. REZONING RELATED TO GPA-0006-01 - PUBLIC HEARING - Z-0014-01 - CHARLESTON LINDELL #31 4401C AND 4401D ON BEHALF OF MILLENNIUM PROPERTIES - Request for a Rezoning FROM: U (Undeveloped) Zone [SC (Service Commercial) General Plan Designation] TO: C-2 (General Commercial) of 4.62 Acres on the southeast corner of Charleston Boulevard and Lindell Road (APN's: 163-01-501-001 and 002), PROPOSED USE: USED MOTOR VEHICLES AND BOAT DEALERSHIP, Ward 1 (M. McDonald). Staff recommends DENIAL. The Planning Commission has no recommendation because the related General Plan Amendment failed to pass
141. SPECIAL USE PERMIT RELATED TO GPA-0006-01 AND Z-0014-01 - PUBLIC HEARING - U-0040-01 - CHARLESTON LINDELL #31 4401C AND 4401D ON BEHALF OF MILLENNIUM PROPERTIES - Request for a Special Use Permit FOR A MINOR AUTO REPAIR GARAGE WITH SERVICE BAYS THAT FACE A PUBLIC RIGHT-OF-WAY on the southeast corner of Charleston Boulevard and Lindell Road (APN's: 163-01-501-001 and 002), U (Undeveloped) Zone [SC (Service Commercial) General Plan Designation], PROPOSED C-2 (General Commercial), Ward 1 (M. McDonald). Staff recommends DENIAL. The Planning Commission has no recommendation because the related General Plan Amendment failed to pass
142. SPECIAL USE PERMIT RELATED TO GPA-0006-01 AND Z-0014-01 - PUBLIC HEARING - U-0041-01 - CHARLESTON LINDELL #31 4401C AND 4401D ON BEHALF OF MILLENNIUM PROPERTIES - Request for a Special Use Permit FOR A NEW AND USED BOAT & TRAILER DEALERSHIP on the southeast corner of Charleston Boulevard and Lindell Road (APN's: 163-01-501-001 and 002), U (Undeveloped) Zone [SC (Service Commercial) General Plan Designation], PROPOSED C-2 (General Commercial), Ward 1 (M. McDonald). Staff recommends DENIAL. The Planning Commission has no recommendation because the related General Plan Amendment failed to pass
143. SPECIAL USE PERMIT RELATED TO GPA-0006-01 AND Z-0014-01 - PUBLIC HEARING - U-0042-01 - CHARLESTON LINDELL #31 4401C AND 4401D ON BEHALF OF MILLENNIUM PROPERTIES - Request for a Special Use Permit FOR USED MOTOR VEHICLE SALES on the southeast corner of Charleston Boulevard and Lindell Road (APN's: 163-01-501-001 and 002), U (Undeveloped) Zone [SC (Service Commercial) General Plan Designation], PROPOSED C-2 (General Commercial), Ward 1 (M. McDonald). Staff recommends DENIAL. The Planning Commission has no recommendation because the related General Plan Amendment failed to pass
144. SITE DEVELOPMENT PLAN REVIEW RELATED TO GPA-0006-01, Z-0014-01, U-0040-01, U-0041-01 AND U-0042-01 - PUBLIC HEARING - Z-0014-01(1) - CHARLESTON LINDELL #31 4401C AND 4401D ON BEHALF OF MILLENNIUM PROPERTIES - Request for a Site Development Plan Review FOR AN 11,400 SQUARE FOOT COMMERCIAL BUILDING AND A WAIVER OF THE LANDSCAPING REQUIREMENTS TO ALLOW A REDUCTION IN THE AMOUNT OF PERIMETER AND PARKING LOT LANDSCAPING on the southeast corner of Charleston Boulevard and Lindell Road, (APN's: 163-01-501-001 and 002), U (Undeveloped) Zone [SC (Service Commercial) General Plan Designation], PROPOSED C-2 (General Commercial), Ward 1 (M. McDonald). Staff recommends DENIAL. The Planning Commission has no recommendation because the related General Plan Amendment failed to pass

PLANNING & DEVELOPMENT DEPARTMENT – DISCUSSION

145.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

City of Las Vegas

Agenda Item No. 69

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: MAY 16, 2001****DEPARTMENT: FINANCE AND BUSINESS SERVICES****DIRECTOR: MARK R. VINCENT**☒**CONSENT**☐**DISCUSSION****SUBJECT:****RESOLUTIONS:**

R-64-2001 - Approval of a resolution establishing the interest rate on the assessments in the City of Las Vegas, Nevada Special Improvement District No. 808 (Summerlin area) - Ward 2 (L.B. McDonald)

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

The City will be issuing non-rated bonds on behalf of Howard Hughes Properties on June 1, 2001. The bonds are entitled City of Las Vegas, Nevada Special Improvement District No. 808 (Summerlin Area) \$46,000,000 Local Improvement Refunding Bonds, 2001 Series. Pursuant to NRS 271.415(2)(b), the Council is required, upon the issuance of the Bonds, to establish the rate of interest on the assessment which secures the Bonds, provided that such interest rate may not exceed by more than one percent the highest rate of interest on the bonds. The highest interest rate has been priced at 6.75 percent, therefore, the City plans to establish a rate of 7.75 percent.

RECOMMENDATION:

It is recommended that the Council adopt this resolution.

BACKUP DOCUMENTATION:

Resolution No. R-64-2001

MOTION:

L. B. McDONALD – APPROVED R-64-2001 with the corrected rate of 7.25 percent – UNANIMOUS with M. McDONALD not voting

MINUTES:

MARK VINCENT, Director, Finance and Business Services, explained that he requested the matter be brought forward for discussion to note that the correct interest rate for the unpaid and deferred installment assessments should be 7.25 percent.

There was no further discussion.

(9:36 – 9:38)

1-974

Resolution No. **R-64-2001****A RESOLUTION CONCERNING THE CITY OF LAS VEGAS, NEVADA
SPECIAL IMPROVEMENT DISTRICT NO. 808 (SUMMERLIN AREA) AND
ESTABLISHING THE RATE OF INTEREST PAYABLE ON DEFERRED
INSTALLMENTS OF ASSESSMENTS IN SUCH DISTRICT.**

WHEREAS, the City of Las Vegas, Nevada (the "City") is organized and operating pursuant to the provisions of Chapter 517, Statutes of Nevada 1983, as amended, and the general laws of the State of Nevada; and

WHEREAS, the City Council of the City (the "Council") has heretofore, pursuant to the requisite preliminary proceedings, created the City of Las Vegas, Nevada Special Improvement District No. 808 (Summerlin Area) (the "District") for the purpose of acquiring and improving a street, water, sanitary sewer, storm sewer project (the "Project") and has provided that the entire cost and expense of the Project shall be paid by special assessments, according to benefits, levied against the benefited lots, tracts and parcels of land in the District; and

WHEREAS, the Council has by an ordinance (the "Assessment Ordinance") previously passed and adopted levied assessments in the amount of \$46,000,000 against the assessable lots, tracts and parcels of land benefited by the Project; and

WHEREAS, the Assessment Ordinance provided that said unpaid assessments shall be payable in forty (40) substantially equal semiannual installments of principal and interest, with interest in all cases on the unpaid and deferred installments of principal from the effective date of the Assessment Ordinance at rate or rates which shall not exceed by more than one percent (1%) the highest rate of interest on the Bonds (as hereinafter defined) (the effective rate on which shall not exceed by more than three percent (3%) the "Index of Twenty Bonds" most recently published in The Bond Buyer before the negotiated offer for the sale of the Bonds was accepted); and

WHEREAS, the Council previously adopted an ordinance (the "Bond Ordinance") authorizing the issuance and sale of the City of Las Vegas, Nevada Special Improvement District No. 808 (Summerlin Area) Local Improvement Bonds, Series 2001 (the "Bonds") at the interest rate and other terms set forth therein, the highest interest rate on the Bonds, as authorized and provided by such ordinance, being 6.75% per annum.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAST VEGAS IN THE STATE OF NEVADA:

Section 1. All actions, proceedings, matters and things heretofore taken, had and done by the City and the officers of the City (not inconsistent with the provisions of this resolution) concerning the District including, but not limited to, the improvement and acquisition of the Project, the performing of all prerequisites to the levying of special assessments, the fixing of the assessment lien against the property in the District, and the issuance and sale of the Bonds for the District, are ratified, approved and confirmed.

Section 2. The Council has determined and does hereby determine that the interest rate on the unpaid and deferred installments of assessments for the District shall be 7.75% per annum from the effective date of the Assessment Ordinance.

Section 3. The City Clerk is hereby directed to deliver to the City Treasurer of the City a notice that such unpaid and deferred installments of assessments for the District shall bear interest at such rate, including in such a notice a request that the City Treasurer include in the mailed or published notice made pursuant to NRS 271.415(5) a notice of such interest rate payable on such installments. The City Treasurer hereby is authorized, empowered and directed, and it shall be his or her duty, to receive, collect and enforce the payment of all assessments made and levied for the Project, the installments thereof, all interest thereon at such rate, and the penalties accrued, at the time and in the manner specified in the Assessment Ordinance, and to cause such moneys to be deposited into the Bond Fund created by the Bond Ordinance (except as otherwise provided in the Bond Ordinance).

Section 4. The officers of the City are directed to take all action necessary to effectuate the provisions of this resolution.

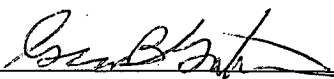
Section 5. All bylaws, orders and resolutions, or parts thereof, in conflict with this resolution are repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any bylaw, order, or resolution or part thereof, heretofore repealed.

Section 6. If any section, paragraph, clause or provision of this resolution shall be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this resolution.

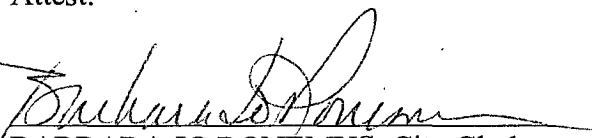
Section 7. This resolution shall be in full force and effect from and after its adoption.

PASSED AND ADOPTED this May 16, 2001.

(SEAL)


MAYOR OSCAR B. GOODMAN

Attest:


BARBARA JO RONEMUS, City Clerk

)

I, Barbara Jo Ronemus, the duly chosen and qualified City Clerk of City of Las Vegas (the "City"), in the State of Nevada do hereby certify that:

1. The foregoing pages are a true and correct copy of a resolution (the "Resolution") passed and adopted by the Council of the City (the "Council") at a regular meeting of the Council held on May 16, 2001. A quorum of the Council was in attendance at the meeting.

2. The adoption of the Resolution was duly moved and seconded and the Resolution was adopted by an affirmative vote of a majority of the members of the Council as follows:

Those Voting Aye:

Oscar B. Goodman

Gary Reese

Larry Brown

Lynette Boggs-McDonald

Lawrence Weekly

Michael Mack

Those Voting Nay:

NONE

Those Absent:

Michael J. McDonald

Those Abstaining:

NONE

3. The original of the Resolution has been approved and authenticated by the signatures of the Mayor of the City and myself as 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 day 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 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) City Hall
City Plaza
Special Outside Posting Bulletin Board
Las Vegas, Nevada

(ii) Senior Citizens Center
Las Vegas, Nevada

(iii) Clark County Government Center
500 South Grand Central Parkway
Las Vegas, Nevada

(iv) 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 is attached to this certificate as Exhibit "A".

IN WITNESS WHEREOF, I have hereunto set my hand this May 16,

2001.



Barbara Jo Ronemus, City Clerk

EXHIBIT A

(Notice of May 16, 2001 City Council Meeting)

*City of Las Vegas***CITY COUNCIL AGENDA****MAY 16, 2001****TABLE OF CONTENTS**

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**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 GARY REESE, MAYOR PRO TEM (Ward 3)

COUNCILMEMBERS: MICHAEL J. McDONALD (Ward 1), 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.

MAY 16, 2001

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 7:00 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 - REVEREND JOEL RIVERS, CENTRAL CHRISTIAN CHURCH
- PLEDGE OF ALLEGIANCE
- RECOGNITION OF EMPLOYEE OF THE MONTH
- PRESENTATION TO SENIOR OF THE QUARTER
- PRESENTATION TO WENDY DOYLE
- ACKNOWLEDGEMENT OF EARL WHITE
- RECOGNITION OF JO MACKEY STUDENTS

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 April 18, 2001 and Special City of Las Vegas City Council and Redevelopment Agency Meeting of April 25, 2001

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.

FINANCE & BUSINESS SERVICES DEPARTMENT - CONSENT

3. Approval of Service and Material Checks/Payroll Checks/Wire Transfers/Other Checks and Investments
4. Approval of a new Family Child Care Home License, Cheri Epps, dba ABC's and 123's, 1314 Griffith Ave., Cheri Epps, 100% - Ward 3 (Reese)
5. Approval of a new Family Child Care Home License, Heather Vander Meer, 8805 Big Bear Pines Ave., Heather Vander Meer, 100% - Ward 6 (Mack)
6. Approval of a new Child Care Center/Preschool License subject to the provisions of the fire and planning codes, Health Dept. and Licensing regulations, Reynaldo Martinez Early Childhood Center, 2901 Harris Ave., E. Diana Goff, Administrator, Licensee/License Holder, Child & Family Services Division, Economic Opportunity Board of Clark County - Ward 3 (Reese)
7. Approval of a new Child Care Center/Preschool License subject to the provisions of the fire and planning codes, Health Dept. and Licensing regulations, Seton Academy West, LLC, dba Seton Academy West, 3801 North Campbell, Mary J. Hayes, Licensee, 100% - Ward 4 (Brown)
8. Approval of Change of Licensee/License Holder for a Child Care Center/Nursery/Preschool License, ARAMARK Educational Resources, dba Children's World Learning Center, 2600 Lake Sahara Drive, From: Beverly O'Connell, Area VP, Licensee/License Holder, To: Cora J. Anderson, Reg Mgr, Licensee/License Holder - Ward 2 (L.B. McDonald)
9. Approval of Change of Licensee/License Holder for a Child Care Center/Nursery/Preschool License, ARAMARK Educational Resources, dba Children's World Learning Center, 2861 Business Park Court, From: Beverly O'Connell, Area VP, Licensee/License Holder, To: Cora J. Anderson, Reg Mgr, Licensee/License Holder - Ward 4 (Brown)
10. Approval of a new Beer/Wine/Cooler Off-sale Liquor License subject to the provisions of the fire codes and Health Dept. regulations, Albertson's, Inc., dba Albertson's Exresss #6008, 4401 East Bonanza Rd., Kaye L. O'Riordan, Secy, John F. Boyd, Treas - Ward 3 (Reese)
11. Approval of a new Gift Shop Limited Liquor License, Marshall Management Company, dba Fremont Gift Shop, 200 Fremont St., Todd Marshall, Dir, Pres, Treas, 70%, Cari Marshall, Dir Secy, 30% - Ward 5 (Weekly)
12. Approval of a new Gift Shop Limited Liquor License, Marshall Management Company, dba California Gift Shop, 12 East Ogden Ave., Todd Marshall, Dir, Pres, Treas, 70%, Cari Marshall, Dir, Secy, 30% - Ward 5 (Weekly)
13. Approval of a new Gift Shop Limited Liquor License, Marshall Management Company, dba The Company Store, 200 North Main St., Todd Marshall, Dir, Pres, Treas, 70%, Cari Marshall, Dir, Secy, 30% - Ward 5 (Weekly)

FINANCE & BUSINESS SERVICES DEPARTMENT - CONSENT

14. Approval of Officer for a Beer/Wine/Cooler On-sale Liquor License, Rubio's Baja Grill, 9310 West Sahara Ave., Theodore E. Frumkin, II, Dir, Pres, Secy, Treas - Ward 2 (L.B. McDonald)
15. Approval of Officer for a Beer/Wine/Cooler Off-sale Liquor License, Albertson's, Inc., dba Albertson's Express, #6008, Peter L. Lynch, Pres - Ward 3 (Reese)
16. Approval of Officer for a Beer/Wine/Cooler On-sale Liquor License, Rubio's Baja Grill, 1910 Village Center Cir., Suite 9, Theodore E. Frumkin, II, Dir, Pres, Secy, Treas - Ward 4 (Brown)
17. Approval of Officer for a Package Liquor License, Albertson's, Inc., dba Albertson's #6011, 1650 North Buffalo Dr., Peter L. Lynch, Pres - Ward 4 (Brown)
18. Approval of Officer for a Package Liquor License, Albertson's, Inc., dba Albertson's #6090, 7075 West Ann Rd., Peter L. Lynch, Pres - Ward 6 (Mack)
19. Approval of Manager for a Restaurant Service Bar Liquor License, Hamada Resort, Inc., dba Hamada of Japan, 221 North Rampart Blvd., Suite 7144, Munenori Kawagoe, Gen Mgr - Ward 2 (L.B. McDonald)
20. Approval of Manager for a Supper Club Liquor License, Hamada Towers, Inc., dba Hamada Asian Village, 2000 Las Vegas Blvd., South, Munenori Kawagoe, Gen Mgr - Ward 3 (Reese)
21. Approval of Manager for a Tavern Liquor License and a Non-restricted Limited Gaming License for 20 slots subject to continued compliance with Gaming Control Board filing requirements, Loose Caboose-Nellis, Inc., dba Loose Caboose Saloon, 15 North Nellis Blvd., Suite A1, Randall W. Tidwell, Gen Mgr - Ward 3 (Reese)
22. Approval of a new Beer/Wine/Cooler Off-sale Liquor License and a new Restricted Gaming License for 7 slots, Jamil A. Nesson, dba J & D Mini Market, 900 North Martin L. King Blvd., Jamil A. Nesson, 100% - Ward 5 (Weekly)
23. Approval of a new Slot Operator Space Lease Location Restricted Gaming License for 7 slots, Cardivan Company, dba at Albertson's Express #6008, 4401 East Bonanza Rd. - Ward 3 (Reese)
24. Approval of a new Hypnotist License subject to the provisions of the planning and fire codes, Christine Essex, dba Christine Essex, 1833 West Charleston Blvd., Christine S. Essex, 100% - Ward 1 (M. McDonald)
25. Approval of a new Independent Massage Therapist License, Vicki Leah Agao, dba Vicki Leah Agao, 9410 West Sahara Ave., Vicki L. Agao, 100% - Ward 2 (L.B. McDonald)
26. Approval of a new Independent Massage Therapist License, Celeste Harlow, dba Celestial Connection Massage Therapy, 9133 Jewel Crystal Court, Celeste S. Harlow, 100% - Ward 4 (Brown)
27. Approval of a new Independent Massage Therapist License, Sheryl Moody, dba Great Escape, 7310 Smoke Ranch Rd., Suite M, Sheryl L. Moody, 100% - Ward 4 (Brown)
28. Approval of a new Independent Massage Therapist License, Sheri Chanel, dba Sheri Chanel, 2451 North Rainbow Blvd., Unit 2090, Sheri L. Chanel, 100% - Ward 6 (Mack)
29. Approval of a new Independent Massage Therapist License, Rae Anne Cariker, dba Rae Anne Cariker, 7529 Pinto Bluff St., Rae A. Cariker, 100% - Ward 6 (Mack)
30. Approval of a new Independent Massage Therapist License, Candy Kay Hetzel, dba Candy Kay Hetzel, 5820 West La Madre Way, Candy K. Hetzel, 100% - Ward 6 (Mack)
31. Approval of Change of Location for an Independent Massage Therapist License subject to the provisions of the planning and fire codes, Rebecca A. Manor, dba Becca Kneads You, From: 8600 Starboard Dr., #1215, To: 7310 Smoke Ranch Rd., Suite M, Rebecca A. Manor, 100% - Ward 4 (Brown)

FINANCE & BUSINESS SERVICES DEPARTMENT - CONSENT

32. Approval of Change of Location for an Independent Massage Therapist License subject to the provisions of the planning and fire codes, Jerome Vital, dba Jerome Vital, From: 909 Cambridge Cross Place, To: 7310 Smoke Ranch Rd., Suite M, Jerome Vital, 100% - Ward 4 (Brown)
33. Approval of Change of Location for an Independent Massage Therapist License, Natalia E. Mendez, dba Natalia E. Mendez, From: 4942 Roswell St., To: 3800 South Nellis Blvd., #282, Natalia E. Mendez, 100% - (County)
34. Approval of Change of Location for an Independent Massage Therapist License, Sarah L. Devito, dba Artistic Kneads, From: 6436 Doby Peak Dr., To: 10028 West Cherokee Ave., Sara L. Devito, 100% - (County)
35. Approval of Change of Location for an Independent Massage Therapist License, Luke Jackson, dba Luke Jackson, From: 4428 Casa Sencia St., To: 3335 Deuce St., Luther E. Jackson, 100% - (County)
36. Approval of Change of Location for an Independent Massage Therapist License, Lucy M. Wojcik, dba Desert Escape, From: 5158 South Jones Blvd., Unit 108, To: 4975 Duneville St., Unit 208, Lucy M. Wojcik, 100% - (County)
37. Approval of a new Martial Arts License subject to the provisions of the fire codes, Reylson Gracie, Inc., dba Reylson Gracie Jiu-Jitsu, 1928 Rock Springs Dr., Reylson Gracie, 100% - Ward 4 (Brown)
38. Approval of Change of Location for a Martial Arts License subject to the provisions of the planning and fire codes, Mahato Karate Association of Nevada, Inc., dba Mahato Karate Association of Nevada, Inc., From: 820 South Valley View Blvd., Suite C, To: 8221 West Charleston Blvd., Suite 107, Howard D. Sawyer, Dir, Pres, Secy, Treas, 100% - Ward 1 (M. McDonald)
39. Approval of a new Massage Establishment License, Sharon Lane, dba Total Image Beauty Salon, 6010 West Cheyenne Ave., Suite 12, Sharon M. Lane, 100% - Ward 6 (Mack)
40. Approval of a new Psychic Art and Science License, Craig Norton, dba El Angel, 2210 East Bonanza Rd., Craig Norton, 100% - Ward 3 (Reese)
41. Approval of Change of Ownership and Business Name for a Class II Secondhand Dealer License subject to the provisions of the fire codes, From: RGL, Inc., dba American Jewelry & Coin, Robert G. Lartigaut, Dir, Pres, Secy, Treas, 100%, To: The Cash Exchange & Money Store, Inc., dba The Cash Exchange & Money Store, Inc., 616 Las Vegas Blvd., South, Suite C., Carl A. Jensen, Dir, Pres, Secy, Treas, 100% - Ward 3 (Reese)
42. Approval of Change of Ownership, Business Name and Reclassification for a Class I-B Secondhand Dealer License, From: Jolynn Renee Ayala, dba J.D. Enterprises, Jolynn R. Ayala, 100%, To: Class III-B Secondhand Dealer License, Silver State Pallets, Inc., dba Silver State Pallets, 1921 Western Ave., Michael J. Griffin, Dir, Pres, Secy, Treas, 100% - Ward 3 (Reese)
43. Approval of award of Bid Number 01.1730.13-RC, US 95/Rancho Sewer - Phase 1B, Coran Lane to Redondo Avenue; and approve the construction conflicts and contingency reserve set by Finance and Business Services - Department of Public Works - Award recommended to: LAS VEGAS PAVING CORPORATION (\$9,671,505 - Enterprise Fund) - Ward 5 (Weekly)
44. Approval to award Bid Number 01.15301.07-LED, Fire Station #10 and approve the construction conflicts and contingency reserve set by Finance and Business Services - Department of Public Works - Award recommended to: J.A. VAY & SONS, INC. (\$2,620,500 - Capital Projects Fund) - Ward 1 (M. McDonald)
45. Approval of award of Bid Number 01.1762.01-RC, 2000-2001 Annual Concrete Replacement - Department of Public Works - Award recommended to: MIKON CONSTRUCTION COMPANY INC. (Estimated annual amount \$1,800,000 - Special Revenue Fund) - All Wards
46. Approval of award of Bid Number 01.1762.02-RC, 2000-2001 Annual Small Asphalt Patching - Department of Public Works - Award recommended to: MIKON CONSTRUCTION COMPANY INC. (Estimated annual amount \$900,000 - Special Revenue Fund) - All Wards

FINANCE & BUSINESS SERVICES DEPARTMENT - CONSENT

47. Approval of award of Bid Number 01.1762.04-RC, Annual Crack Seal - Department of Public Works - Award recommended to: CPM WEST (Estimated annual amount \$500,000 - Special Revenue Fund) - All Wards
48. Approval of rejection of bidder and award of Bid Number 010079-TC, for the purchase of Street Sweepers and Tractor Loader Backhoe - Department of Field Operations - Award recommended to: Lot II, Tractor Loader Backhoe - HERTZ EQUIPMENT (\$57,749 - Capital Projects Fund) and Lot III, Regenerative Sweeper - SNE EQUIPMENT (\$201,130 - Capital Projects Fund)
49. Approval of the issuance of a Purchase Order for an Annual Requirements Contract for Hycor Bar Screen OEM Parts for the period from date of award through June 30, 2002, with renewal options as long as the bidding exemption exists (DR) - Department of Public Works - Award recommended to: PARKSON CORP. (\$250,000 - Enterprise Fund)
50. Approval of Contract Modification Number One of Bid Number 01.1730.12-LED, Annual Maintenance of Flood Control Facilities - Department of Public Works - Award recommended to: R.K. RICKS (\$200,000 - Capital Projects Fund) - All Wards
51. Approval of Joinder Agreement to authorize the use of Clark County Bid Number 4189-98 (KF) for an Annual Requirements Contract for portable wireless digital private & group two-way voice integrated telephones and service for the period from June 1, 2001 through May 31, 2002, with two (2) one-year options to renew - Department of Information Technologies - Award recommended to: RECOMM WIRELESS (Estimated annual amount of \$200,000 - General & Internal Service Funds)
52. Approval of Agreement and the issuance of a Purchase Order for an annual contract for technical support maintenance of Microsoft software for the city-wide computer network (CW) - Department of Information Technologies - Award Recommended to: MICROSOFT CORPORATION (Estimated annual amount of \$95,000 - General Fund)
53. Approval of a Purchase Order for a single purchase requirement for SmartNet maintenance of Cisco Systems networking equipment (JDF) - Department of Information Technologies - Award recommended to: CISCO SYSTEMS INC. (\$76,686 - General Fund)
54. Approval of the award of Bid Number 010057-TB (CW), Annual Requirements Contract for Plotter Supplies - Department of Information Technologies - Award recommended to: SOURCE GRAPHICS (Estimated annual amount of \$70,000 - General Fund)
55. Approval of rejection of all bids for Bid #01.1730.10-RC, Decatur Boulevard Dual Left Turn Lanes at Washington Avenue - Wards 1 & 5 (M. McDonald & Weekly)

PLANNING & DEVELOPMENT DEPARTMENT - CONSENT

56. Approval of a professional services agreement with Duncan Associates to rewrite Chapter 19A.14 of the City of Las Vegas Zoning Code (Sign Code) (\$86,100 - General Fund)

PUBLIC WORKS DEPARTMENT - CONSENT

57. Approval of a Fourth Supplemental Cooperative Agreement between Clark County and the City of Las Vegas for Traffic Capacity and Safety Improvements Second Program Year to increase funding for Right of Way (\$50,000 - Clark County) - All Wards
58. Approval of a Right-of-Way Grant to Nevada Division Central Telephone Company for a portion of the Northeast Quarter (NE 1/4) of Section 4, T21S, R60E, M.D.M., for a telephone easement to serve Buffalo Park located on the west side of Buffalo Drive, north of Del Rey Avenue - 163-04-502-005 - Ward 1 (M. McDonald)

PUBLIC WORKS DEPARTMENT - CONSENT

59. Approval of a Declaration of Utilization from the Bureau of Land Management for Sewer Purposes, lying within the Southeast Quarter (SE 1/4) of Section 30, T19S, R60E, M.D.M., located south of Tropical Parkway, east of Fort Apache Road - 125-30-704-006 & 125-29-303-001 - (County)
60. Approval to file a Right-of-Way Grant application with the Bureau of Land Management for Sewer and Multi-Use Trail Easement purposes on portions of land lying within the East Half (E 1/2) of Section 30, T19S, R60E, M.D.M., located along Tropical Parkway, east of Fort Apache Road - 125-30-702-004 & 125-30-601-006 - (County)
61. Approval of an Encroachment request from Outback Steakhouse, Inc. on behalf of Lena Piccoli-Ostunio, owner (Merialdo Lane south of Charleston Boulevard) - Ward 2 (L. B. McDonald)
62. Approval of Interlocal Agreement No. 107439 with the Las Vegas Valley Water District to modify existing water facilities, install new water facilities and/or remove obsolete water facilities in conjunction with the Ann Road, US-95 to Ferrell Street project (\$20,000 - Las Vegas Valley Water District) - Ward 6 (Mack)
63. Approval of a Cooperative Agreement between the City of Las Vegas, the City of Henderson, Clark County Sanitation District and the Southern Nevada Water Authority, to fund phase III of the Las Vegas Wash alternative discharge study, the City of Las Vegas pays 38% of \$5,300,000 - (\$2,014,000 - Sanitation Fund) - (County)
64. Approval of an Easement from the City of Las Vegas to the Las Vegas-Elks Lodge 1468 for placement of underground utilities and Ingress and Egress purposes at Fire Station #5 subject to the condition that the Elks Lodge pave the dirt parking lot at the Fire Station - Ward 1 (M. McDonald)

RESOLUTIONS - CONSENT

65. R-60-2001 - Approval of a resolution directing the City Treasurer to give notice of the sale of properties subject to the lien of a delinquent assessment in Districts 404 and 707 located in Wards 2 & 4 (L. B. McDonald & Brown)
66. R-61-2001 - Approval of a resolution directing the City Treasurer to give notice of the sale of properties subject to the lien of a delinquent assessment in District 505 and in certain other districts; and providing other matters properly relating thereto. District 505 is in Ward 6 (Mack) and the other districts are in various wards
67. R-62-2001 - Approval of a Resolution to establish the Fire Safety Initiative Special Revenue Fund
68. R-63-2001 - Approval of a resolution concerning the financing of improvements; authorizing the City Clerk to notify the Clark County Debt Management Commission (DMC) of a proposal to incur general obligation (G.O.) parking bonds (additionally secured by pledged revenues) in an aggregate principal amount not to exceed \$13,000,000; authorizing and directing the City Finance Director to submit an amended debt management policy and capital improvement plan to the DMC; and authorizing the reimbursement from bond proceeds prior expenditures related to the parking project - Ward 3 (Reese)
69. R-64-2001 - Approval of a resolution establishing the interest rate on the assessments in the City of Las Vegas, Nevada Special Improvement District No. 808 (Summerlin area) - Ward 2 (L.B. McDonald)
70. R-65-2001 - Approval of a Resolution directing the City Engineer to prepare preliminary plans regarding: Special Improvement District No. 1479 - Mayfair Area (Capital Projects Fund - Special Assessments) - Ward 5 (Weekly)
71. R-66-2001 - Approval of a Resolution directing the City Engineer to prepare preliminary plans regarding: Special Improvement District No. 1478 - Vegas Drive (Rancho Drive to I-15) (Capital Projects Fund - Special Assessments) - Ward 5 (Weekly)

REAL ESTATE COMMITTEE – CONSENT

72. Approval of a Land Lease Agreement with the Grace in the Desert Episcopal Diocese Church to replace the existing agreement that has expired on Parcel Number 138-19-613-001, located at 2002 Spring Gate Lane, to provide recreational programs during "Track Breaks" for the Department of Leisure Services - Ward 4 (Brown)
73. Approval of a Bill of Sale from the City of Las Vegas (CLV) to the Las Vegas Valley Water District (LVVWD) for the purpose of providing water services located at the Las Vegas Metropolitan Police Department Substation and Academy, located in the vicinity of Cheyenne Avenue and Jensen Street - Ward 4 (Brown)

DISCUSSION / ACTION ITEMS**ADMINISTRATIVE - DISCUSSION**

74. Report and possible action concerning the status of 2001 legislative issues and direct staff as deemed necessary
75. Discussion and possible action regarding the Second Amendment to the Operational Agreement of Las Vegas Village and to amend the Grant, Bargain and Sale Deed - Ward 5 (Weekly)

CITY ATTORNEY - DISCUSSION

76. Discussion and possible action on Appeal of Work Card Denial: Yolanda Renee Small, 451 N. Nellis Blvd. #1098, Las Vegas, Nevada 89110
77. Discussion and possible action on Appeal of Work Card Denial: Keith L. Wines, 1720 Walnut, Las Vegas, Nevada 89101
78. Discussion and possible action on proposed negotiated settlement of SUSAN J. TOOHEY v. CITY OF LAS VEGAS, et al.
79. Discussion and possible action to retain Harrison, Kemp & Jones to represent the City of Las Vegas in the Northwest Family Leisure Center and Palo Verde Family Leisure Center construction arbitration

FIELD OPERATIONS DEPARTMENT – DISCUSSION

80. ABEYANCE ITEM - Report on the functions and projects of the Department of Field Operations

FINANCE & BUSINESS SERVICES DEPARTMENT - DISCUSSION

81. Discussion and possible action regarding Temporary Approval of Change of Ownership and Business Name for a Package Liquor License, From: Raleys, a California Corporation, dba Food Source Store #133 (non-operational), Michael J. Teel, Dir, Pres, CEO, William W. Anderson, Treas, CFO, Neil J. Doerhoff, Secy, Joyce N. Teel, Dir, Co-Chair, Bd of Dir, James E. Teel, Dir, Co-Chair, Bd of Dir, Charles L. Collings, Dir, Teel Family Trust, 100%, James E. Teel, Trustor, Trustee, Joyce N. Teel, Trustor, Trustee, To: E & T Produce Co., LLC, dba King Ranch Market #9, 1570 North Eastern Ave., Aner J. Iglesias, Mmbr, 50%, William P. Miguel, Mmbr, 25 %, Constantino Miguel, Mmbr, 25% - Ward 5 (Weekly)

FINANCE & BUSINESS SERVICES DEPARTMENT - DISCUSSION

82. Discussion and possible action regarding Temporary Approval of a new Class II Secondhand Dealer License subject to the provisions of the planning and fire codes, Gilbert Levy, dba G & G Liquidators, 401 West Bonanza Rd., Gilbert Z. Levy, 100% - Ward 5 (Weekly)
83. Discussion and possible action regarding Change of Location and Business Name for a Psychic Art and Science License, Shirley Stevens, dba From: Readings by Shirley Stevens, 1924 East Charleston Blvd., To: Psychic Gallery, 1717 South Decatur Blvd., Booth B-6, Shirley Stevens, 100% [NOTE: Item to be heard in the afternoon session in conjunction with Item #127 - Special Use Permit U-0036-01] - Ward 1 (M. McDonald)
84. Discussion and possible action regarding Temporary Approval of a new Independent Massage Therapist License subject to the provisions of the fire codes, Xiao Ping Wang, dba Xiao Ping Wang, 1705 Hills of Red Dr., #104, Xiao P. Wang, 100% - Ward 4 (Brown)
85. Discussion and possible action regarding approval of a new Teenage Dance License subject to the provisions of the fire codes, The Black Hole, Inc., dba The Black Hole, Inc., 2828 Highland Dr., Cristo Fernandez, Dir, Pres, Secy, Treas, 95% - Ward 3 (Reese)
86. ABEYANCE ITEM - Discussion and possible action regarding Change of Location for a Beer/Wine/Cooler Off-sale Liquor License, Son & Son, dba Jackson Market, From: 1312 F Street, Suite D, To: 1218 D Street, Ki S. Son, Co-owner, 50%, Suk C. Son, Co-owner, 50% - Ward 5 (Weekly)

NEIGHBORHOOD SERVICES DEPARTMENT - DISCUSSION

87. Discussion and possible action regarding an Agreement to Loan Redevelopment Set Aside Housing Funds and HOME Investment Partnership ("HOME") Program funds to L'Octaine Limited Partnership to construct a 51-unit rental project at Las Vegas Blvd and Gass (\$850,000 Redevelopment Set Aside and \$1,650,000 HOME Grant Funds) - Ward 5 (Weekly)

PLANNING & DEVELOPMENT DEPARTMENT - DISCUSSION

88. Report on the status and impact of Parking Variances and Waivers within the area bounded by Fourth Street, Maryland Parkway, Charleston Boulevard and Fremont Street - Wards 3 & 5 (Reese & Weekly)

RESOLUTIONS - DISCUSSION

89. R-67-2001 -Discussion and possible action regarding a resolution consenting to certain undertakings of the City of Las Vegas Redevelopment Agency in connection with the Disposition and Development Agreement with L'Octaine Limited Partnership, a Nevada Limited Partnership (\$850,000 - Redevelopment Housing) (APN 139-34-401-002) - Ward 5 (Weekly) [NOTE: This item is related to Redevelopment Agenda Item IV-A]

BOARDS & COMMISSIONS - DISCUSSION

90. ABEYANCE ITEM - ETHICS REVIEW BOARD - Earle W. White, Jr., Term Expiration 4-14-2001; Robert J. Fleming, Term Expiration 4-14-2001; Linda Young, Term Expiration 5-12-2001
91. CHILD CARE LICENSING BOARD - Diane Simon-Jessen - Term Expiration 6-18-2001; Nona Carroll - Term Expiration 6-18-2001
92. CITIZENS PRIORITY ADVISORY COMMITTEE (CPAC) - Tom E. Paulus - Term Expiration 6-18-2001; Brian Craig Pearson - Term expiration 6-18-2001; Joseph Sayles - Term Expiration 6-2001; Lori Harrison - Term Expiration 6-2001

BOARDS & COMMISSIONS - DISCUSSION

- 93. NEIGHBORHOOD PARTNERS FUND BOARD, FISCAL YEAR 2002 – Anthony Longo – Term Expiration 6-2002
- 94. PLANNING COMMISSION – Byron A. Goynes – Term Expiration 6-2001; Hank Gordon – Term Expiration 6-2001
- 95. Discussion and possible action on appointments of Council members to various City of Las Vegas and other jurisdictional Boards, Commissions and Authorities

REAL ESTATE COMMITTEE - DISCUSSION

- 96. Discussion and possible action regarding the Reinstatement and First Amendment to Donation, Purchase and Sale Agreement and Escrow Instructions (Agreement) that was approved by the City Council on December 6, 2000, between Union Pacific Railroad and the City of Las Vegas for the purchase of land known as Parkway Center Lot 4 and Bonanza Street Property (\$4,182,415.25 - Industrial Revenue Fund) - Ward 5 (Weekly)
- 97. Discussion and possible action regarding a Real Property Purchase and Sale Agreement and Escrow (Agreement) between the City of Las Vegas and 21st Century Financial Ventures, LLC. for the sale of land known as Parkway Center Lot 4 and Bonanza Street Property (Gain \$4,973,683 - Industrial Revenue Fund) - Ward 5 (Weekly)
- 98. Discussion and possible action regarding the purchase and sale agreement between the City of Las Vegas and Bank of America for property which is approximately two thirds of a city block within the Central Business District bounded by 3rd and 4th Streets, Bonneville Avenue and Garces Avenue (\$2,738,000 - Parking Enterprise Fund) - Ward 3 (Reese)
- 99. Discussion and possible action to direct staff to initiate the process of providing parking to accommodate future development downtown - Ward 3 (Reese)
- 100. Discussion and possible action regarding a Real Property Purchase and Sale Agreement between the City of Las Vegas and Box Canyon Professional Park, LLC, for the sale of land in the Las Vegas Technology Center (Gain of \$2,955,766 - Industrial Park Fund) - Ward 4 (Brown)

RECOMMENDING COMMITTEE REPORTS - DISCUSSION

BILLS ELIGIBLE FOR ADOPTION AT A LATER MEETING

THERE IS NO PUBLIC COMMENT ON THESE ITEMS AND NO ACTION WILL BE TAKEN BY THE COUNCIL AT THIS MEETING. PUBLIC TESTIMONY TAKES PLACE AT THE RECOMMENDING COMMITTEE MEETING HELD FOR THAT PURPOSE.

- 101. Bill No. 2001-43 – Annexation No. A-0030-98(A) – Property Location: Between Grand Teton Drive and Gilcrease Avenue, approximately 660 feet east of Hualapai Way; Petitioned By: City of Las Vegas; Acreage: Approximately 20.54 acres; Zoned: R-E (County Zoning), U (PCD) (City Equivalent); Sponsored by: Councilman Michael Mack
- 102. Bill No. 2001-44 – Annexation No. A-0013-99(A) – Property Location: On the northwest corner of Gowan Road and the Western Beltway; Petitioned By: City of Las Vegas; Acreage: Approximately 10.34 acres; Zoned: R-U (County Zoning), U (PCD) (City Equivalent); Sponsored by: Councilman Larry Brown
- 103. Bill No. 2001-45 – Annexation No. A-0005-00(A) – Property Location: On the northeast corner of Cheyenne Avenue and Fort Apache Road; Petitioned By: Fort Apache Convenience Limited Liability Company; Acreage: 2.67 acres; Zoned: C-2 (County Zoning), C-1 (City Equivalent); Sponsored by: Councilman Larry Brown
- 104. Bill No. 2001-46 – Expands the boundaries of the Downtown Casino Overlay District and allows the waiver of certain distance requirements within that District. Sponsored by: Mayor Oscar B. Goodman and Councilman Lawrence Weekly

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.

105. Bill No. 2001-47 – Annexation No. A-0003-01(A) – Property Location: On the east side of Juliano Road approximately 330 feet south of Hickam Avenue; Petitioned By: Paul and Yvonne Milko Revocable Living Trust; Acreage: 2.59 acres; Zoned: R-E (County Zoning) U (DR) (City Equivalent); Sponsored by: Councilman Larry Brown
106. Bill No. 2001-48 – Annexation No. A-0007-01(A) – Property Location: On the west side of Mustang Street approximately 300 feet north of Cheyenne Avenue; Petitioned By: Karl and Susan Larsen Family Trust; Acreage: 0.64 acres; Zoned: R-E (County Zoning), R-E (City Equivalent); Sponsored by: Councilman Michael Mack
107. Bill No. 2001-49 – Requires persons who work as escorts to obtain a health card and to undergo initial and periodic medical examinations. Sponsored by: Mayor Oscar B. Goodman
108. Bill No. 2001-50 – Requires persons who work as outcall entertainers to obtain a health card and to undergo initial and periodic medical examinations. Sponsored by: Mayor Oscar B. Goodman
109. Bill No. 2001-51 – Amends the City's Uniform Administrative Code to increase the construction valuation basis for building permit fees. Proposed by: Paul Wilkins, Director of Building and Safety

1:00 P.M. - AFTERNOON SESSION

110. 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

111. Public hearing to consider the report of expenses to recover costs for abatement of dangerous building located at 1208 Purple Sage Avenue. PROPERTY OWNER: MARK AND ERNESTINE MARTINEZ - Ward 5 (Weekly)

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.

PLANNING & DEVELOPMENT DEPARTMENT – CONSENT

PM SESSION - ALL ITEMS LISTED ON THE CONSENT AGENDA ARE CONSIDERED TO BE ROUTINE AND HAVE BEEN RECOMMENDED FOR APPROVAL. 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.

112. EXTENSION OF TIME - SPECIAL USE PERMIT - U-0109-99(1) - RANGER BUILDING CORPORATION ON BEHALF OF D WESTWOOD, INC. - Request for an Extension of Time on an Approved Special Use Permit FOR A PROPOSED 20,198 SQUARE FOOT TAVERN at 2805 Westwood Drive (APN: 162-08-604-001), M (Industrial) Zone, Ward 3 (Reese). The Planning Commission (6-0-1 vote) and staff recommend APPROVAL

PLANNING & DEVELOPMENT DEPARTMENT – DISCUSSION

113. MINOR MODIFICATION - LONE MOUNTAIN WEST DEVELOPMENT MASTER PLAN - Z-0024-99(21) - STANPARK CONSTRUCTION COMPANY, INC. - Request for a Minor Modification to the Lone Mountain West Development Master Plan to amend subsections 3.6.1(i & l), 3.6.2(e), and 3.12(g) regarding retaining wall height and spacing, PD (Planned Development) Zone, Ward 4 (Brown). The Planning Commission (5-0 vote) and staff recommend APPROVAL
114. SITE DEVELOPMENT PLAN REVIEW - Z-0026-91(15) - CHRISTOPHER SULLIVAN - Request for a Site Development Plan Review and a Waiver of the Landscaping Requirements to allow a reduction in the amount of perimeter landscaping FOR A PROPOSED 1,500 SQUARE FOOT OFFICE BUILDING CONVERSION on 0.17 Acres at 332 South Jones Boulevard (APN: 138-36-210-008), R-1 (Single Family Residential) Zone under Resolution of Intent to P-R (Professional Office and Parking), Ward 1 (M. McDonald). The Planning Commission (5-0 vote) and staff recommend APPROVAL
115. SITE DEVELOPMENT PLAN REVIEW - Z-0105-97(5) - AREEJH INVESTMENTS CORPORATION ON BEHALF OF EQUITABLE DEVELOPMENT CORPORATION OF NEVADA, INC. - Request for a Site Development Plan Review FOR MODIFICATIONS TO AN APPROVED 10-THEATER MOVIE COMPLEX, RETAIL SHOPS, PROFESSIONAL OFFICE SPACE, RESTAURANT PAD, AND A 5-LEVEL PARKING GARAGE located north of Washington Avenue, approximately 575 feet east of Lamb Boulevard (APN: 140-29-212-004), R-E (Residence Estates) Zone under Resolution of Intent to C-1 (Limited Commercial) Zone, Ward 3 (Reese). The Planning Commission (5-0 vote) and staff recommend APPROVAL
116. AMENDMENT TO THE IRON MOUNTAIN RESIDENTIAL PLANNED DEVELOPMENT MASTER PLAN - PUBLIC HEARING - Z-0016-98(2) - WHISPERING TETON, LIMITED LIABILITY COMPANY - Request to amend the Iron Mountain Ranch Residential Planned Development Master Plan TO REMOVE 16.71 ACRES FROM THE OVERALL PLAN AREA located on the southwest corner of Bradley Road and Grand Teton Road (APN: 125-13-101-004), R-E (Residence Estates) Zone under Resolution of Intent to R-PD3 (Residential Planned Development - 3 Units per Acre), Ward 6 (Mack). Staff recommends DENIAL. The Planning Commission (5-0-1 vote) recommends APPROVAL
117. REZONING RELATED TO Z-0016-98(2) - PUBLIC HEARING - Z-0015-01 - WHISPERING TETON, LIMITED LIABILITY COMPANY - Request for a Rezoning FROM: R-E (Residence Estates) TO: R-PD3 (Residential Planned Development - 3 Units per Acre) for 16.71 Acres on the southwest corner of Bradley Road and Grand Teton Road (APN: 125-13-101-004), PROPOSED USE: 63 LOT SINGLE FAMILY RESIDENTIAL DEVELOPMENT, Ward 6 (Mack). Staff recommends DENIAL if Z-0016-98(2) is denied, and APPROVAL if Z-0016-98(2) is approved. The Planning Commission (5-0-1 vote) recommends APPROVAL
118. ABEYANCE ITEM - SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - SD-0076-00 - JAE SUN KIM ON BEHALF OF JOHN STALUPPI - Request for a Site Development Plan Review FOR A PROPOSED 25,932 SQUARE FOOT AUTO DEALERSHIP (RANCHO NISSAN) on the east side of Rancho Drive, approximately 700 feet north of Lone Mountain Road (APN: 125-35-401-003), C-2 (General Commercial), Ward 6 (Mack). The Planning Commission (6-0 vote) and staff recommend APPROVAL
119. ABEYANCE ITEM - SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - Z-0100-97(3) - UNION PACIFIC RAILROAD COMPANY ON BEHALF OF FURNITURE MART ENTERPRISES, LIMITED LIABILITY COMPANY - Request for a Site Development Plan Review FOR A PROPOSED 1,000,000 SQUARE FOOT COMMERCIAL DEVELOPMENT AND FOR A WAIVER OF THE OFF-STREET PARKING REQUIREMENTS on approximately 36.11 acres at the northwest corner of the intersection of Bonneville Avenue and Grand Central Parkway (APN: 139-33-610-002), Ward 5 (Weekly). The Planning Commission (4-0-2 vote) and staff recommend APPROVAL

PLANNING & DEVELOPMENT DEPARTMENT – DISCUSSION

120. ABEYANCE ITEM - SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - Z-0073-99(1) - KMW, LIMITED LIABILITY COMPANY - Request for a Site Development Plan Review FOR A PROPOSED 7,675 SQUARE FOOT OFFICE BUILDING on 2.18 acres located on the northeast corner of the intersection of Gowan Road and Buffalo Drive (APN: 138-10-201-012), U (Undeveloped) Zone [O (Office) General Plan Designation] under Resolution of Intent to O (Office), Ward 4 (Brown). The Planning Commission (4-1-0 vote) and staff recommend APPROVAL
121. SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - Z-0050-81(1) - MARIO AND NORMA QUINONEZ - Request for a Site Development Plan Review and a Waiver of the Required Landscaping FOR IMPROVEMENTS TO AN EXISTING 1,350 SQUARE FOOT BARBER SHOP located at 2220 East Bonanza Road (APN: 139-35-511-041), P-R (Professional Office and Parking) Zone, Ward 3 (Reese). The Planning Commission (7-0 vote) and staff recommend APPROVAL
122. VACATION - PUBLIC HEARING - VAC-0002-01 - KMW, LIMITED LIABILITY COMPANY ON BEHALF OF WINDSOR GROUP - Petition to Vacate U.S. Government Patent Easements generally located at the northeast corner of Buffalo Drive and Gowan Road, Ward 4 (Brown). The Planning Commission (4-0-1 vote) and staff recommend APPROVAL
123. VARIANCE - PUBLIC HEARING - V-0018-01 - LAULE BECKER II - Request for a Variance TO ALLOW A PROPOSED MINI-STORAGE BUILDING TO BE SETBACK 71 FEET FROM A RESIDENTIAL PROPERTY LINE WHERE THE RESIDENTIAL ADJACENCY STANDARDS REQUIRES A SETBACK OF 99 FEET on the northeast corner of Decatur Boulevard and Alta Drive (APN's: 139-31-202-002 through 006), Ward 1 (M. McDonald). Staff recommends DENIAL. The Planning Commission (6-0-1) recommends APPROVAL
124. VARIANCE - PUBLIC HEARING - V-0020-01 - LAULE BECKER II - Request for a Variance TO ALLOW 190 PARKING SPACES WHERE 230 SPACES ARE THE MINIMUM REQUIRED on the northeast corner of Decatur Boulevard and Alta Drive (APN's 139-31-202-002 through 006), C-2 (General Commercial) Zone, Ward 1 (M. McDonald). Staff recommends DENIAL. The Planning Commission (6-0-1 vote) recommends APPROVAL
125. SITE DEVELOPMENT PLAN REVIEW RELATED TO V-0018-01 AND V-0020-01 - PUBLIC HEARING - Z-0080-65(3) - LAULE BECKER II - Request for a Site Development Plan Review FOR A PROPOSED 48,116 SQUARE FOOT COMMERCIAL CENTER AND A WAIVER OF LANDSCAPING REQUIREMENTS TO ALLOW A REDUCTION IN THE AMOUNT OF PERIMETER AND PARKING LOT LANDSCAPING on the northeast corner of Decatur Boulevard and Alta Drive (APN's: 139-31-202-002 through 006), C-2 (General Commercial) Zone, Ward 1 (M. McDonald). Staff recommends DENIAL. The Planning Commission (6-0-1 vote) recommends APPROVAL
126. ABEYANCE ITEM - SPECIAL USE PERMIT - PUBLIC HEARING - U-0028-01 - GATEWAY MOTEL, INC. ON BEHALF OF REAGAN NATIONAL ADVERTISING - Appeal filed by Reagan Outdoor Nevada from the Denial by the Planning Commission of a request by Gateway Motel, Inc. on behalf of Reagan National Advertising for a Special Use Permit FOR A PROPOSED 45 FOOT TALL, 14 FOOT X 48 FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGN at 928 Las Vegas Boulevard South (APN: 139-34-410-165), C-2 (General Commercial) Zone, Ward 5 (Weekly). The Planning Commission (5-1 vote) and staff recommend DENIAL
127. SPECIAL USE PERMIT - PUBLIC HEARING - U-0036-01 - BOLZ, LIMITED LIABILITY COMPANY, ET AL ON BEHALF OF SHIRLEY STEVENS - Request for a Special Use Permit FOR PSYCHIC ARTS at 1717 South Decatur Boulevard (APN: 162-06-301-002), C-1 (Limited Commercial) Zone, Ward 1 (M. McDonald). [Note: This item to be heard in conjunction with Morning Session Item #83] The Planning Commission (5-0 vote) and staff recommend APPROVAL
128. SPECIAL USE PERMIT - PUBLIC HEARING - U-0037-01 - VEGAN DEVELOPMENT CORPORATION ON BEHALF OF ON THE WEB MARKETING GROUP, INC. - Request for a Special Use Permit FOR A WAREHOUSE/DISTRIBUTION CENTER FOR A MAIL-ORDER BUSINESS at 7310 Smoke Ranch Road # D (APN: 138-15-410-022), C-PB (Planned Business Park) Zone, Ward 4 (Brown). The Planning Commission (5-0 vote) and staff recommend APPROVAL

PLANNING & DEVELOPMENT DEPARTMENT – DISCUSSION

- 129.SPECIAL USE PERMIT - PUBLIC HEARING - U-0039-01 - VEGAN DEVELOPMENT CORPORATION - Request for a Special Use Permit FOR A WAREHOUSE/ DISTRIBUTION CENTER at 7310 through 7340 Smoke Ranch Road (APN's: 138-15-410-003, 018 and 020 through 022) C-PB (Planned Business Park) Zone, Ward 4 (Brown). The Planning Commission (5-0 vote) and staff recommend APPROVAL
- 130.ABEYANCE ITEM - REZONING - PUBLIC HEARING - Z-0002-01 - ALBERT EUGENE, LIMITED PARTNERSHIP - Request for a Rezoning FROM: R-1 (Single Family Residential) TO: P-R (Professional Office and Parking) on 0.17 acres at 701 South Ninth Street (APN: 139-34-810-078), PROPOSED USE: 7,066 SQUARE FOOT OFFICE BUILDING, Ward 5 (Weekly). The Planning Commission (6-0 vote) and staff recommend APPROVAL
- 131.ABEYANCE ITEM - VARIANCE RELATED TO Z-0002-01 - PUBLIC HEARING - V-0002-01 - ALBERT EUGENE, LIMITED PARTNERSHIP - Request for a Variance TO ALLOW 9 PARKING SPACES WHERE 19 PARKING SPACES ARE REQUIRED, AND TO ALLOW A LOT WIDTH OF 50 FEET WHERE 60 FEET IS THE MINIMUM REQUIRED at 701 South Ninth Street (APN: 139-34-810-078), R-1 (Single Family Residential) Zone, [PROPOSED: P-R (Professional Offices and Parking)], Ward 5 (Weekly). The Planning Commission (6-0 vote) and staff recommend DENIAL of the parking request for 9 spaces, and APPROVAL of the 50 foot lot width
- 132.ABEYANCE ITEM - VARIANCE RELATED TO Z-0002-01 - PUBLIC HEARING - V-0006-01 - ALBERT EUGENE, LIMITED PARTNERSHIP - Request for a Variance TO ALLOW A ZERO FOOT CORNER SIDE YARD SETBACK WHERE 15 FEET IS THE MINIMUM SETBACK REQUIRED, AND TO ALLOW A FIVE FOOT SIDE YARD SETBACK WHERE 90 FEET IS THE MINIMUM SETBACK REQUIRED FOR RESIDENTIAL ADJACENCY at 701 South Ninth Street (APN: 139-34-810-078), R-1 (Single Family Residential) Zone [PROPOSED P-R (Professional Office and Parking)], Ward 5 (Weekly). The Planning Commission (6-0 vote) and staff recommend DENIAL
- 133.ABEYANCE ITEM - SITE DEVELOPMENT PLAN REVIEW RELATED TO Z-0002-01, V-0002-01 AND V-0006-01 - PUBLIC HEARING - Z-0002-01(1) - ALBERT EUGENE, LIMITED PARTNERSHIP - Request for a Site Development Plan Review FOR A PROPOSED 7,066 SQUARE FOOT OFFICE BUILDING AND FOR A WAIVER OF THE LANDSCAPING REQUIREMENTS on 0.17 acres at 701 South Ninth Street (APN: 139-34-810-078), R-1 (Single Family Residential) Zone, [PROPOSED: P-R (Professional Office and Parking)], Ward 5 (Weekly). The Planning Commission (6-0 vote) and staff recommend DENIAL
- 134.REZONING - PUBLIC HEARING - Z-0012-01 - CITY OF LAS VEGAS - Request for a Rezoning FROM: U (Undeveloped) [PF (Public Facility) General Plan Designation] and C-V (Civic) TO: C-V (Civic) on 16.3 Acres on the east side of Redwood Street, between Oakey Boulevard and O'Bannon Drive (APN's: 163-02-302-001 and 163-02-303-001), PROPOSED USE: CITY PARK, Ward 1 (M. McDonald). The Planning Commission (7-0 vote) and staff recommend APPROVAL
- 135.SITE DEVELOPMENT PLAN REVIEW RELATED TO Z-0012-01 - PUBLIC HEARING - Z-0012-01(1) - CITY OF LAS VEGAS - Request for a Site Development Plan Review FOR A PROPOSED 16.3 ACRE CITY PARK on the east side of Redwood Street, between Oakey Boulevard and O'Bannon Drive (APN's: 163-02-302-001 and 163-02-303-001), C-V (Civic) Zone and U (Undeveloped) Zone [PF (Public Facility) General Plan Designation], PROPOSED: C-V (Civic), Ward 1 (M. McDonald). The Planning Commission (7-0 vote) and staff recommend APPROVAL
- 136.GENERAL PLAN AMENDMENT - PUBLIC HEARING - GPA-0005-01 - CALVARY FOUR SQUARE GOSPEL CHURCH ON BEHALF OF SPRINT PCS - Request for a General Plan Amendment from M (Medium Density Residential) to PF (Public Facility) of 4.06 Acres at 2929 Cedar Avenue (APN: 139-36-110-036), Ward 3 (Reese). Staff recommends APPROVAL. The Planning Commission voted 4-1-2 on a motion for approval which is tantamount to DENIAL due to the failure of the Commission to obtain a super majority vote
- 137.REZONING RELATED TO GPA-0005-01 - PUBLIC HEARING - Z-0006-01 - CALVARY FOUR SQUARE GOSPEL CHURCH ON BEHALF OF SPRINT PCS - Request for a Rezoning FROM: R-E (Residence Estates) TO: C-V (Civic) on 4.06 Acres at 2929 Cedar Avenue (APN: 139-36-110-036), Ward 3 (Reese). Staff recommends APPROVAL. The Planning Commission has no recommendation because the related General Plan Amendment failed to pass

PLANNING & DEVELOPMENT DEPARTMENT – DISCUSSION

138. SITE DEVELOPMENT PLAN REVIEW RELATED TO GPA-0005-01 AND Z-0006-01 - PUBLIC HEARING - Z-0006-01(1) - CALVARY FOUR SQUARE GOSPEL CHURCH ON BEHALF OF SPRINT PCS - Request for a Site Development Plan Review FOR AN ADDITIONAL ANTENNA TO BE LOCATED ON AN EXISTING 70 FOOT MONOPOLE TOWER on 4.06 Acres at 2929 Cedar Avenue (APN: 139-36-110-036), R-E (Residence Estates) Zone, PROPOSED C-V (Civic), Ward 3 (Reese). Staff recommends APPROVAL. The Planning Commission has no recommendation because the related General Plan Amendment failed to pass
139. GENERAL PLAN AMENDMENT - PUBLIC HEARING - GPA-0006-01 - CHARLESTON LINDELL #31 4401C AND 4401D ON BEHALF OF MILLENNIUM PROPERTIES - Request to Amend the Southwest Sector of the General Plan FROM: SC (Service Commercial) TO: GC (General Commercial) of 4.62 Acres on the southeast corner of Charleston Boulevard and Lindell Road (APN's: 163-01-501-001 and 002), Ward 1 (M. McDonald). The Planning Commission (3-2-2 vote) and staff recommend DENIAL
140. REZONING RELATED TO GPA-0006-01 - PUBLIC HEARING - Z-0014-01 - CHARLESTON LINDELL #31 4401C AND 4401D ON BEHALF OF MILLENNIUM PROPERTIES - Request for a Rezoning FROM: U (Undeveloped) Zone [SC (Service Commercial) General Plan Designation] TO: C-2 (General Commercial) of 4.62 Acres on the southeast corner of Charleston Boulevard and Lindell Road (APN's: 163-01-501-001 and 002), PROPOSED USE: USED MOTOR VEHICLES AND BOAT DEALERSHIP, Ward 1 (M. McDonald). Staff recommends DENIAL. The Planning Commission has no recommendation because the related General Plan Amendment failed to pass
141. SPECIAL USE PERMIT RELATED TO GPA-0006-01 AND Z-0014-01 - PUBLIC HEARING - U-0040-01 - CHARLESTON LINDELL #31 4401C AND 4401D ON BEHALF OF MILLENNIUM PROPERTIES - Request for a Special Use Permit FOR A MINOR AUTO REPAIR GARAGE WITH SERVICE BAYS THAT FACE A PUBLIC RIGHT-OF-WAY on the southeast corner of Charleston Boulevard and Lindell Road (APN's: 163-01-501-001 and 002), U (Undeveloped) Zone [SC (Service Commercial) General Plan Designation], PROPOSED C-2 (General Commercial), Ward 1 (M. McDonald). Staff recommends DENIAL. The Planning Commission has no recommendation because the related General Plan Amendment failed to pass
142. SPECIAL USE PERMIT RELATED TO GPA-0006-01 AND Z-0014-01 - PUBLIC HEARING - U-0041-01 - CHARLESTON LINDELL #31 4401C AND 4401D ON BEHALF OF MILLENNIUM PROPERTIES - Request for a Special Use Permit FOR A NEW AND USED BOAT & TRAILER DEALERSHIP on the southeast corner of Charleston Boulevard and Lindell Road (APN's: 163-01-501-001 and 002), U (Undeveloped) Zone [SC (Service Commercial) General Plan Designation], PROPOSED C-2 (General Commercial), Ward 1 (M. McDonald). Staff recommends DENIAL. The Planning Commission has no recommendation because the related General Plan Amendment failed to pass
143. SPECIAL USE PERMIT RELATED TO GPA-0006-01 AND Z-0014-01 - PUBLIC HEARING - U-0042-01 - CHARLESTON LINDELL #31 4401C AND 4401D ON BEHALF OF MILLENNIUM PROPERTIES - Request for a Special Use Permit FOR USED MOTOR VEHICLE SALES on the southeast corner of Charleston Boulevard and Lindell Road (APN's: 163-01-501-001 and 002), U (Undeveloped) Zone [SC (Service Commercial) General Plan Designation], PROPOSED C-2 (General Commercial), Ward 1 (M. McDonald). Staff recommends DENIAL. The Planning Commission has no recommendation because the related General Plan Amendment failed to pass
144. SITE DEVELOPMENT PLAN REVIEW RELATED TO GPA-0006-01, Z-0014-01, U-0040-01, U-0041-01 AND U-0042-01 - PUBLIC HEARING - Z-0014-01(1) - CHARLESTON LINDELL #31 4401C AND 4401D ON BEHALF OF MILLENNIUM PROPERTIES - Request for a Site Development Plan Review FOR AN 11,400 SQUARE FOOT COMMERCIAL BUILDING AND A WAIVER OF THE LANDSCAPING REQUIREMENTS TO ALLOW A REDUCTION IN THE AMOUNT OF PERIMETER AND PARKING LOT LANDSCAPING on the southeast corner of Charleston Boulevard and Lindell Road, (APN's: 163-01-501-001 and 002), U (Undeveloped) Zone [SC (Service Commercial) General Plan Designation], PROPOSED C-2 (General Commercial), Ward 1 (M. McDonald). Staff recommends DENIAL. The Planning Commission has no recommendation because the related General Plan Amendment failed to pass

PLANNING & DEVELOPMENT DEPARTMENT – DISCUSSION

145.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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 16, 2001

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC

☒

CONSENT

☐

DISCUSSION

SUBJECT:

RESOLUTIONS:

R-65-2001 - Approval of a Resolution directing the City Engineer to prepare preliminary plans regarding: Special Improvement District No. 1479 - Mayfair Area (Capital Projects Fund - Special Assessments) - Ward 5 (Weekly)

Fiscal Impact

☒

No Impact

Amount: N/A

☐

Budget Funds Available

Dept./Division: PW/SID

☐

Augmentation Required

Funding Source: Capital Projects Fund - Special Assessments

PURPOSE/BACKGROUND:

The construction and installation of pavement, curb and gutter, storm drain, and streetlights. The boundaries of the District are located in the Mayfair subdivision bounded by 15th Street on the west, Fremont Street on the north, Bruce Street on the east, and Charleston Boulevard on the south.

RECOMMENDATION:

It is recommended that the City Council adopt this Resolution

BACKUP DOCUMENTATION:

Resolution No. R-65-2001

MOTION:

REESE - Motion to **APPROVE** Items 3-7, 10-21, 23-54, 56-63, 65-68, and 70-73 - **UNANIMOUS** with **MACK** abstaining on Items 11, 12, and 13 because of his financial relationship with Mr. Marshall and on Item 22 because the concerned establishment is located near the Boys and Girls Club and he serves on that board, **McDONALD** abstaining on Item 22 for the same reason, and **GOODMAN** abstaining on Item 24 because it involves an establishment that is located in his neighborhood

Item 22: DENIED under separate action (see individual item)

Items 55 and 69: APPROVED under separate actions (see individual items)

Item 64: ABEYANCE to 6/20/2001 under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:31 - 9:33)

1-776

RESOLUTION NO. R-65-2001

A RESOLUTION DIRECTING THE CITY ENGINEER ON BEHALF OF THE CITY TO PREPARE AN ESTIMATE OF COST AND TO PREPARE AND FILE WITH THE CITY CLERK PRELIMINARY PLANS AND AN ASSESSMENT PLAT IN CONNECTION WITH A PROPOSED PROJECT IN SPECIAL IMPROVEMENT DISTRICT NO. 1479 – MAYFAIR AREA, FOR THE ACQUISITION AND IMPROVEMENTS OF A PROJECT IN THE CITY OF LAS VEGAS PURSUANT TO THE CONSOLIDATED LOCAL IMPROVEMENT LAW, AND ALL LAWS AMENDATORY THEREOF AND SUPPLEMENTAL THERETO; AND PROVIDING THE EFFECTIVE DATE HEREOF.

Summary: Initial Resolution

WHEREAS, the City Council of the City of Las Vegas in the County of Clark, State of Nevada (hereinafter the "City Council" and the "City" respectively) is of the opinion and has determined and does hereby declare that the interest of the City requires the acquisition and improvement of a Street Project as defined in NRS 271.225 (hereinafter the "Project"); and

WHEREAS, for the purpose of designation and identification, it is desirable that the hereinafter described Project be known and identified as City of Las Vegas, Nevada, Special Improvement District No. 1479 – Mayfair Area (hereinafter the "Improvement District" or "District").

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY THAT:

Section 1. The City Engineer (hereinafter the "Engineer") is hereby authorized and directed to prepare, and file with the City Clerk preliminary plans showing a typical section of the contemplated improvements, the type or types of material, approximate thickness and wideness, and a preliminary estimate of the total cost (including all incidental costs), and a preliminary estimate of the portion of the total cost to be assessed for the acquisition and improvement of the Project, which is more particularly described as follows:

The Project includes the construction and installation of pavement, curb and gutter, storm drain, and streetlights.

Section 2. Except as shown in the preliminary plans to be filed by the Engineer in the Office of the City Clerk, the character and location of the Project shall be described in Section 1 hereof.

Section 3. The Engineer is hereby directed to estimate the cost of each type of construction in a lump sum or by unit prices, as the Engineer may deem most desirable, for the construction, acquisition, improvement and installation of the improvements designated above. Such preliminary estimate of costs shall also include, without limiting the generality of the foregoing, the advertising, appraising, engineering, legal, printing and such other expenses as in the judgment of such Engineer are necessary or essential to the completion of such work or improvement. The entire cost of the Project is of special benefit and shall be paid by special assessment against the tracts benefited.

Section 4. The Engineer is hereby directed to prepare and file with the City Clerk, an assessment plat showing the area to be assessed, the market value and a description of each tract, the name and address of each owner, the amount of estimated maximum benefits to be assessed against each tract, and the basis by which the entire cost will be apportioned and assessments levied. The estimated benefits may be shown by an attached addendum to the plat, which may be designated as the preliminary assessment roll.

Section 5. The boundaries of the District shall be the area in which the improvements are located in the Mayfair subdivision bounded by 15th Street on the west, Fremont Street on the north, Bruce Street on the east, and Charleston Boulevard on the south, as shown on the preliminary plans and specifications and preliminary assessment roll to be provided as described above.

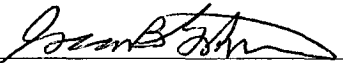
Section 6. The officers of the City are directed to effectuate the provisions of this Resolution.

Section 7. All resolutions, or parts thereof, in conflict herewith are hereby repealed to the extent of such inconsistency.

Section 8. The invalidity of any provisions of this Resolution shall not affect any remaining provisions hereof.

Section 9. The City Council has determined, and does hereby declare, that this Resolution shall be in effect after its passage in accordance with law.

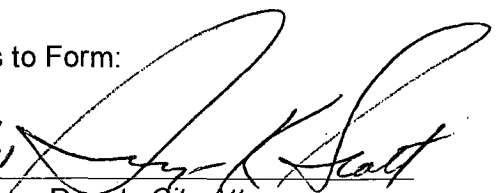
PASSED AND APPROVED this 16th day of May, 2001.


OSCAR B. GOODMAN, Mayor

Attest:


BARBARA JO RONEMUS, City Clerk

Approved as to Form:

5/17/01 
Date Deputy City Attorney

City of Las Vegas

Agenda Item No. 71

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: MAY 16, 2001****DEPARTMENT: CITY ATTORNEY****DIRECTOR: BRADFORD R. JERBIC**☒**CONSENT**☐**DISCUSSION****SUBJECT:****RESOLUTIONS:**

R-66-2001 - Approval of a Resolution directing the City Engineer to prepare preliminary plans regarding: Special Improvement District No. 1478 - Vegas Drive (Rancho Drive to I-15) (Capital Projects Fund - Special Assessments) - Ward 5 (Weekly)

Fiscal Impact☒**No Impact****Amount: N/A**☐**Budget Funds Available****Dept./Division: PW/SID**☐**Augmentation Required****Funding Source: Capital Projects Fund - Special Assessments****PURPOSE/BACKGROUND:**

Installation of pavement, continuous left turn lane, "L" type curb and gutter, sidewalks, driveway approaches, water laterals and main, sewer laterals and main, and streetlights.

RECOMMENDATION:

It is recommended that the City Council adopt this Resolution.

BACKUP DOCUMENTATION:

Resolution No. R-66-2001

MOTION:

REESE - Motion to **APPROVE** Items 3-7, 10-21, 23-54, 56-63, 65-68, and 70-73 - **UNANIMOUS** with **MACK** abstaining on Items 11, 12, and 13 because of his financial relationship with Mr. Marshall and on Item 22 because the concerned establishment is located near the Boys and Girls Club and he serves on that board, **McDONALD** abstaining on Item 22 for the same reason, and **GOODMAN** abstaining on Item 24 because it involves an establishment that is located in his neighborhood

Item 22: **DENIED** under separate action (see individual item)

Items 55 and 69: **APPROVED** under separate actions (see individual items)

Item 64: **ABEYANCE** to 6/20/2001 under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:31 - 9:33)

1-776

RESOLUTION NO. R-66-2001

A RESOLUTION DIRECTING THE CITY ENGINEER ON BEHALF OF THE CITY TO PREPARE AN ESTIMATE OF COST AND TO PREPARE AND FILE WITH THE CITY CLERK PRELIMINARY PLANS AND AN ASSESSMENT PLAT IN CONNECTION WITH A PROPOSED PROJECT IN SPECIAL IMPROVEMENT DISTRICT NO. 1478 - VEGAS DRIVE (RANCHO DRIVE TO I-15), FOR THE ACQUISITION AND IMPROVEMENTS OF A PROJECT PURSUANT TO THE CONSOLIDATED LOCAL IMPROVEMENT LAW, AND ALL LAWS AMENDATORY THEREOF AND SUPPLEMENTAL THERETO; AND PROVIDING THE EFFECTIVE DATE HEREOF.

Summary: Initial Resolution

WHEREAS, the City Council of the City of Las Vegas in the County of Clark, State of Nevada (hereinafter the "City Council" and the "City" respectively) is of the opinion and has determined and does hereby declare that the interest of the City requires the acquisition and improvement of a Sanitary Sewer Project as defined in NRS 270.200, a Street Project as defined in NRS 271.225, and a Water Project as defined in NRS 271.250 (hereinafter the "Project"); and

WHEREAS, for the purpose of designation and identification, it is desirable that the hereinafter described Project be known and identified as City of Las Vegas, Nevada, Special Improvement District No. 1478 - Vegas Drive (Rancho Drive to I-15) (hereinafter the "Improvement District" or "District").

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY THAT:

Section 1. The City Engineer (hereinafter the "Engineer") is hereby authorized and directed to prepare, and file with the City Clerk preliminary plans showing a typical section of the contemplated improvements, the type or types of material, approximate thickness and wideness, and a preliminary estimate of the total cost (including all incidental costs), and a preliminary estimate of the portion of the total cost to be assessed for the acquisition and improvement of the Project, which is more particularly described as follows:

The Project includes the construction and installation of pavement, continuous left turn lane or median island, "L" type curb and gutter, sidewalks, driveway approaches, water laterals and mains, sewer laterals and mains, and streetlights.

Section 2. Except as shown in the preliminary plans to be filed by the Engineer in the Office of the City Clerk, the character and location of the Project shall be described in Section 1 hereof.

Section 3. The Engineer is hereby directed to estimate the cost of each type of construction in a lump sum or by unit prices, as the Engineer may deem most desirable, for the construction, acquisition, improvement and installation of the improvements designated above. Such preliminary estimate of costs shall also include, without limiting the generality of the foregoing, the advertising, appraising, engineering, legal, printing and such other expenses as in the judgment of such Engineer are necessary or essential to the completion of such work or improvement. The entire cost of the Project is of special benefit and shall be paid by special assessment against the tracts benefited.

Section 4. The Engineer is hereby directed to prepare and file with the City Clerk, an assessment plat showing the area to be assessed, the market value and a description of each tract, the name and address of each owner, the amount of estimated maximum benefits to be assessed against each tract, and the basis by which the entire cost will be apportioned and assessments levied. The estimated benefits may be shown by an attached addendum to the plat which may be designated as the preliminary assessment roll.

Section 5. The boundaries of the District shall be the area in which the improvements are located, i.e., Vegas Drive from Rancho Drive to I-15, as shown on the preliminary plans and specifications and preliminary assessment roll to be provided as described above.

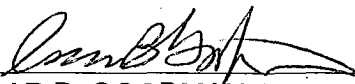
Section 6. The officers of the City are directed to effectuate the provisions of the Resolution.

Section 7. All resolutions, or parts thereof, in conflict herewith are hereby repealed to the extent of such inconsistency.

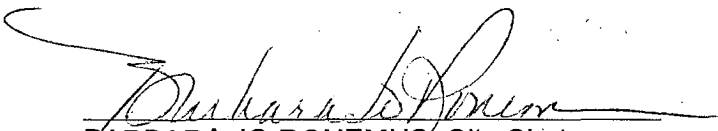
Section 8. The invalidity of any provisions of this Resolution shall not affect any remaining provisions hereof.

Section 9. The City Council has determined, and does hereby declare, that this Resolution shall be in effect after its passage in accordance with law.

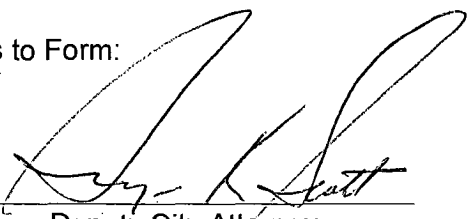
PASSED AND APPROVED this 16th day of May, 2001.


OSCAR B. GOODMAN, Mayor

Attest:


BARBARA JO RONEMUS, City Clerk

Approved as to Form:

5/3/01 
Date Deputy City Attorney

City of Las Vegas

Agenda Item No. 72

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: MAY 16, 2001****DEPARTMENT: PUBLIC WORKS****DIRECTOR: RICHARD D. GOECKE**☒**CONSENT**☐**DISCUSSION****SUBJECT:****REPORT FROM REAL ESTATE COMMITTEE - Councilmen Mack and Weekly**

Approval of a Land Lease Agreement with the Grace in the Desert Episcopal Diocese Church to replace the existing agreement that has expired on Parcel Number 138-19-613-001, located at 2002 Spring Gate Lane, to provide recreational programs during "Track Breaks" for the Department of Leisure Services - Ward 4 (Brown)

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

Staff was previously granted authorization to negotiate for a Land Lease Renewal on April 4, 2001. Staff is bringing forward a new Agreement to continue to allow the Department of Leisure Services recreational programs for students attending year round school (and are on their "Track Breaks"). This program has been in operation for the past four (4) years. This Lease will allow Leisure Services to continue their programs for an additional five (5) years. The modular unit is owned by the City and in exchange for use of the land, the Diocese shares with the City use of the classrooms.

RECOMMENDATION:

The 5/14/2001 Real Estate Committee and staff recommend approval of the Land Lease Agreement

BACKUP DOCUMENTATION:

Land Lease Agreement

MOTION:

REESE - Motion to **APPROVE** Items 3-7, 10-21, 23-54, 56-63, 65-68, and 70-73 - **UNANIMOUS** with **MACK** abstaining on Items 11, 12, and 13 because of his financial relationship with Mr. Marshall and on Item 22 because the concerned establishment is located near the Boys and Girls Club and he serves on that board, **McDONALD** abstaining on Item 22 for the same reason, and **GOODMAN** abstaining on Item 24 because it involves an establishment that is located in his neighborhood

*City of Las Vegas***Agenda Item No. 72**

CITY COUNCIL MEETING OF MAY 16, 2001

Public Works

Item 72 – Approval of a Land Lease Agreement with the Grace in the Desert Episcopal Diocese Church to replace the existing agreement that has expired on Parcel No. 138-19-613-001

MOTION – Continued:

Item 22: DENIED under separate action (see individual item)

Items 55 and 69: APPROVED under separate actions (see individual items)

Item 64: ABEYANCE to 6/20/2001 under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:31 – 9:33)

1-776

LEASE AGREEMENT

5/28/01
sp
THIS LEASE AGREEMENT is made and entered into this 16th day of May, 2001, by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada (hereinafter "Tenant") and the GRACE IN THE DESERT EPISCOPAL ~~DIOCESE~~ CHURCH (hereinafter "Landlord").

WITNESSETH:

WHEREAS, the Landlord is the owner of certain real property located at 2002 Spring Gate Lane, Las Vegas, Nevada, 89134 (hereinafter "Property"), and 3,000 square feet of said Property is available for lease (hereinafter "Premises"); and

WHEREAS, the Tenant's Department of Leisure Services has need of a site upon which to locate a building to conduct recreational programs for students enrolled in year-round community schools on track breaks (hereinafter "Program"); and

WHEREAS, the Landlord is willing to lease a portion of the Property for the use contemplated by the Tenant; and

WHEREAS, the Property is located adjacent to the Trails Park at Summerlin (hereinafter "Park");

NOW, THEREFORE, for and in consideration of the mutual promises and agreements hereinafter contained, the parties hereto agree as follows:

1. LEASE OF PREMISES. Landlord shall lease to Tenant and Tenant shall lease from Landlord, 3,000 square feet of land upon the Property which is suitable for the placement of a temporary and portable structure, at the expense of the Tenant, for operation of the Tenant's Program. Any such structure shall remain the property of Tenant which may remove such structure at any time.

2. LOCATION OF PREMISES. The Landlord selected Premises is on the Property depicted in Exhibit B. The Premises is placed adjoining the boundary of the Park. The Premises shall not be subject to relocation upon the Property without the written permission of the Tenant.

3. ACCESS TO PREMISES. So situated, the Tenant will not require, and the Landlord will not be obliged to provide access to the remainder of the Property, as it is intended by the parties that parking for, and access to, the Premises shall be provided by and through the existing facilities at the Park.

Landlord generally shall have use of the Premises from 7:00 p.m. until 7:00 a.m. Monday thru Friday, and 24 hours a day on Saturday and Sunday. If Tenant requires use of the Premises

during those times, it will schedule for such use with Landlord in advance, and Landlord shall honor any such request of Tenant.

4. TERM OF LEASE. Unless earlier terminated in accordance with Section 17 hereof, this Lease shall be for a term of five (5) years, commencing on the execution date of this Lease Agreement ("Commencement Date") and terminating on the fifth (5th) anniversary of the Commencement Date ("Expiration Date").

5. RENT. The Tenant agrees to pay the Landlord, as rent for the Premises, the sum of One Dollar (\$1.00) per year, payable on the Commencement Date and in advance of the commencement of each subsequent year of occupancy by the Tenant.

6. UTILITIES. Tenant shall be responsible for the payment of the utility service charges attributable to occupancy of the Premises and operation of the Programs.

7. REPAIRS AND MAINTENANCE. Tenant agrees to maintain the Premises in as good a state of repair as when first occupied, ordinary wear and tear, obsolescence and damage by the elements, fire or other similar casualty excepted.

Landlord agrees to make all repairs related to damage or negligence due to its use of the Premises. Landlord shall notify Tenant of such occurrence within twenty-four (24) hours of incident. If Landlord fails to make repairs in a timely manner, Tenant may have repairs completed and remit the bill for such services to Landlord for payment, and Landlord shall pay such bill to Tenant within 15 days.

8. QUIET ENJOYMENT. During the term of the occupancy by the Tenant pursuant to this Lease, the Landlord shall not, through its use or modification of the remainder of the Property, unreasonably or substantially interfere with the Tenant's enjoyment of the Premises or operation of the Program. Similarly, the Tenant shall not unreasonably or substantially interfere with the Landlord's use, enjoyment or plan for construction upon the remainder of the Property. The safety of the students utilizing the Program shall be the primary criterion in judging the conduct addressed in this section of the Lease.

9. INDEMNIFICATION. Subject to the statutory limits of liability set forth in NRS 41.035, Tenant agrees to indemnify and save the Landlord, its officers, employees, and agents, harmless from and against any and all liability, loss, damage, costs, claim, liens, judgments or demand of any kind whatsoever which it or they may incur, suffer or be required to pay be reason of death, disease or bodily injury which results to any person, or of injury or damage to or destruction or loss of any property, which may arise as a result of Tenant's obligation under this Lease, the use and occupancy of the Premises by Tenant, its officer, employees, agents, volunteers or contractors.

Tenant shall notify the Landlord of any proceedings or claim within 15 days after it has received actual notice of the proceedings or claim. The parties shall take all responsible actions necessary to assist each other in determining the nature and extent of the issues contained in the proceedings or claim.

Landlord agrees to indemnify and save the Tenant, its officers, employees, and agents, harmless from and against any and all liability, loss, damage, costs, claim, liens, judgments or demand of any kind whatsoever which it or they may incur, suffer or be required to pay be reason of death, disease or bodily injury which results to any person, or of injury or damage to or destruction or loss of any property, which my arise as a result of Landlord's obligation under this Lease, the use and occupancy of the Property or Premises by Landlord, its officer, employees, agents, volunteers or contractors.

Landlord shall notify the Tenant of any proceedings or claim within 15 days after it has received actual notice of the proceedings or claim. The parties shall take all responsible actions necessary to assist each other in determining the nature and extent of the issues contained in the proceedings or claim:

10. COMPLIANCE WITH LAWS. During the term of this Lease, Landlord and Tenant shall not use or knowingly permit any person to use all or any portion of the Premises, including any improvement in the Premises, in any manner which violates any laws, ordinances, or regulations of the United States; the State of Nevada; Clark County, Nevada; or the City of Las Vegas, Nevada; or any other government authority having jurisdiction over the Premises.

11. KEY POLICY. The Landlord is to follow the Tenant's key policy regarding the use of keys to the building on the Premises. Two (2) keys shall be issued to the Landlord for its use. Tenant reserves the right to periodically inventory keys to insure they are accounted for. Landlord agrees to pay for re-keying the Premises if it is responsible for lost, duplicated or missing key(s).

12. SCHEDULE OF ACTIVITIES. On or before the first of each month during the term of this Lease, the Tenant is to receive a schedule of activities and a written list of Landlord's representatives who are responsible for opening and closing the facility for Landlords use of the Premises.

13. NOTICES. Any notice which may be, or is required to be, given under the provisions hereof shall be delivered in person at the address stated below or may be posted with the United States Postal Service, certified or registered mail, postage prepaid, to the party and address stated below:

Tenant:	City of Las Vegas
	Department of Public Works
	Real Estate and Asset Management
	400 Stewart Avenue, 4 th Floor
	Las Vegas, NV 89101

With copies to: City of Las Vegas
Department of Leisure Services
749 Veterans Memorial Drive
Las Vegas, NV 89101

City of Las Vegas
City Attorney
400 Stewart Avenue, 9th Floor
Las Vegas, NV 89101

Landlord: Grace in the Desert Episcopal Church
Sue Pickell, Senior Warden
8900 Pennystone Avenue
Las Vegas, NV 89134

14. LAWS AND REGULATIONS. Tenant shall keep and maintain the Premises in a clean and healthful condition and in compliance with all existing or hereafter enacted laws, statutes, ordinances, orders, rules and regulations of federal, state, municipal or other applicable governmental agencies which have jurisdiction over the Premises or of the activities contemplated hereby during the existence of this Lease.

15. NONDISCRIMINATION. The Parties agree that the Premises will not be segregated with respect to race, color, religion, national origin, or disability and agree that there will be no segregation or discrimination on grounds with respect to public utilization of or access to the building and surrounding area.

16. ENTIRE AGREEMENT. This Lease, including any exhibits attached hereto, sets forth the entire agreement between the parties. Any prior conversations or writings concerning the lease of the Premises are merged herein and extinguished.

17. EARLY TERMINATION. This Lease may be terminated prior to the expiration of its term or the renewal period if, for any reason, the purpose of this agreement is substantially impaired or obstructed by any event, occurrence or circumstance that is beyond the control of Tenant or Landlord, including any governmental condemnation, without prejudice or penalty hereto and without such event, occurrence or circumstance being defined, interpreted or construed as breach or default on the part of any party.

18. AMENDMENT OR MODIFICATION. No amendment to or modification of this Lease shall be binding upon Landlord or Tenant unless it has been reduced to writing and has been signed by both parties and approved by the Las Vegas City Council.

19. CAPTIONS AND SECTION NUMBERS. The captions and section numbers appearing herein are inserted only as a matter of convenience and are not intended to define, limit, construe or describe the scope or intent of any section or paragraph.

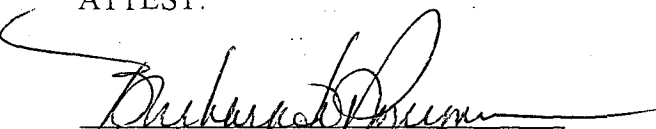
20. **DISCLOSURE OF PRINCIPALS.** Pursuant to Resolution R-105-99 adopted by the City of Las Vegas City Council effective October 1, 1999, Lessee warrants that ~~it~~ ^{is it} has disclosed on the form attached as Exhibit "A", all principals and partners of GRACE IN THE DESERT EPISCOPAL CHURCH, as well as all persons and entities holding more than a one percent (1%) interest in GRACE IN THE DESERT EPISCOPAL CHURCH, or any principal of GRACE IN THE DESERT EPISCOPAL CHURCH. Throughout the term hereof, GRACE IN THE DESERT EPISCOPAL CHURCH, shall notify Lessor in writing of any material change in the above disclosure within 15 days of any such change. 5/28/01
ap

IN WITNESS WHEREOF, the parties hereto have executed this Lease Agreement as of the day and year first above written.

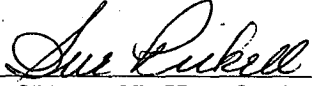
CITY OF LAS VEGAS
"Tenant"

ATTEST:

By: 
OSCAR B. GOODMAN, Mayor


BARBARA JO RONEMUS, City Clerk

GRACE IN THE DESERT ^{EPISCOPAL} ~~EPISCOPAL~~ CHURCH 5/28/01
ap
"Landlord"

By: 
SUE PICKELL, Senior Warden

APPROVED AS TO FORM:

 5/1/01
DEPUTY CITY ATTORNEY DATE

CERTIFICATE DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

"City Council" means the governing body of the City of Las Vegas.

"Contracting Entity" means the individual, partnership, or corporation seeking to enter into a contract or agreement with the City of Las Vegas.

"Principal" means, for each type of business organization, the following: (a) sole proprietorship – the owner of the business; (b) corporation – the directors and officers of the corporation; but not any branch managers of offices which are a part of the corporation; (c) partnership – the general partner and limited partners; (d) limited liability company – the managing member as well as all the other members.

2. Policy

In accordance with Resolution 79-99 and 105-99 adopted by the City Council, Contracting Entities seeking to enter into certain contracts or agreements with the City of Las Vegas must disclose information regarding ownership interests and principals. Such disclosure generally is required in conjunction with a Request for Proposals (RFP). In other cases, such disclosure must be made prior to the execution of a contract or agreement.

3. Instructions

The disclosure required by the Resolutions referenced above shall be made through the completion and execution of this Certificate. The Contracting Entity shall complete Block 1, Block 2, and Block 3. The Contracting Entity shall complete either Block 4 or its alternate in Block 5. Specific information, which must be provided, is highlighted. An Officer or other official authorized to contractually bind the Contracting Entity shall sign and date the Certificate, and such signing shall be notarized.

4. Incorporation

This Certificate shall be incorporated into the resulting contract or agreement, if any, between the City and the Contracting Entity. Upon execution of such contract or agreement, the Contracting Entity is under a continuing obligation to notify the City in writing of any material changes to the information in this Certificate. This notification shall be made within fifteen (15) days of the change. Failure to notify the City of any material change may result, at the option of the City, in a default termination (in whole or in part) of the contract or agreement, and/or a withholding of payments due the Contracting Entity.

Block 1	Contracting Entity
Name	GRACE IN THE DESERT EPISCOPAL CHURCH
Address	2004 SPRING GATE LANE, LAS VEGAS, NV
Telephone	702-838-7444
EIN or DUNS	

Block 2	Description
Subject Matter of Contract/Agreement	Lease Agreement
RFP #	

Block 3	Type of Business
☐ Individual	☐ Partnership
☐ Limited Liability Company	☒ Corporation

Non Profit

CERTIFICATE - DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

Block 4 Disclosure of Ownership and Principals

In the space below, the Contracting Entity must disclose all principals (including partners) of the Contracting Entity, as well as persons or entities holding more than one-percent (1%) ownership interest in the Contracting Entity.

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	SUE PICKELL - SR. WARDEN	2004 SPRING GATE LN	838-7444
2.	GEORGE W. DE ROY - JR. Warden	"	"
3.	PAUL BIDDLE - Vestry	"	"
4.	JENNIFER KALAS - Vestry	"	"
5.	DURNE LAWRENCE - Vestry	"	"
6.	STEPHEN BOWERS - Vestry	"	"
7.	ROBERT BRIDER - Vestry	"	"
8.	WARREN KIRWIN - Vestry	"	"
9.	JAN POWELL - Vestry	"	"
10.			

The Contracting Entity shall continue the above list on a sheet of paper entitled "Disclosure of Principals - Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the number of sheets: _____

Block 5 Disclosure of Ownership and Principals - Alternate

If the Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under federal law (such as disclosure required by the Securities and Exchange Commission or the Employee Retirement Income Act), a copy of such disclosure may be attached to this Certificate in lieu of providing the information set forth in Block 4 above. A description of such disclosure documents must be included below.

Name of Attached Document: _____

Date of Attached Document: _____

Number of Pages: _____

I certify, under penalty of perjury, that all the information provided in this Certificate is current, complete, and accurate. I further certify that I am an individual authorized to contractually bind the above named Contracting Entity.

George W. De Roy - Jr. Warden
Name

April 24, 2001
Date

Subscribed and sworn to before me this 24 day of

April

2001
2000

Judy Kay Farrar
Notary Public

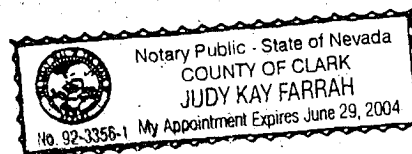
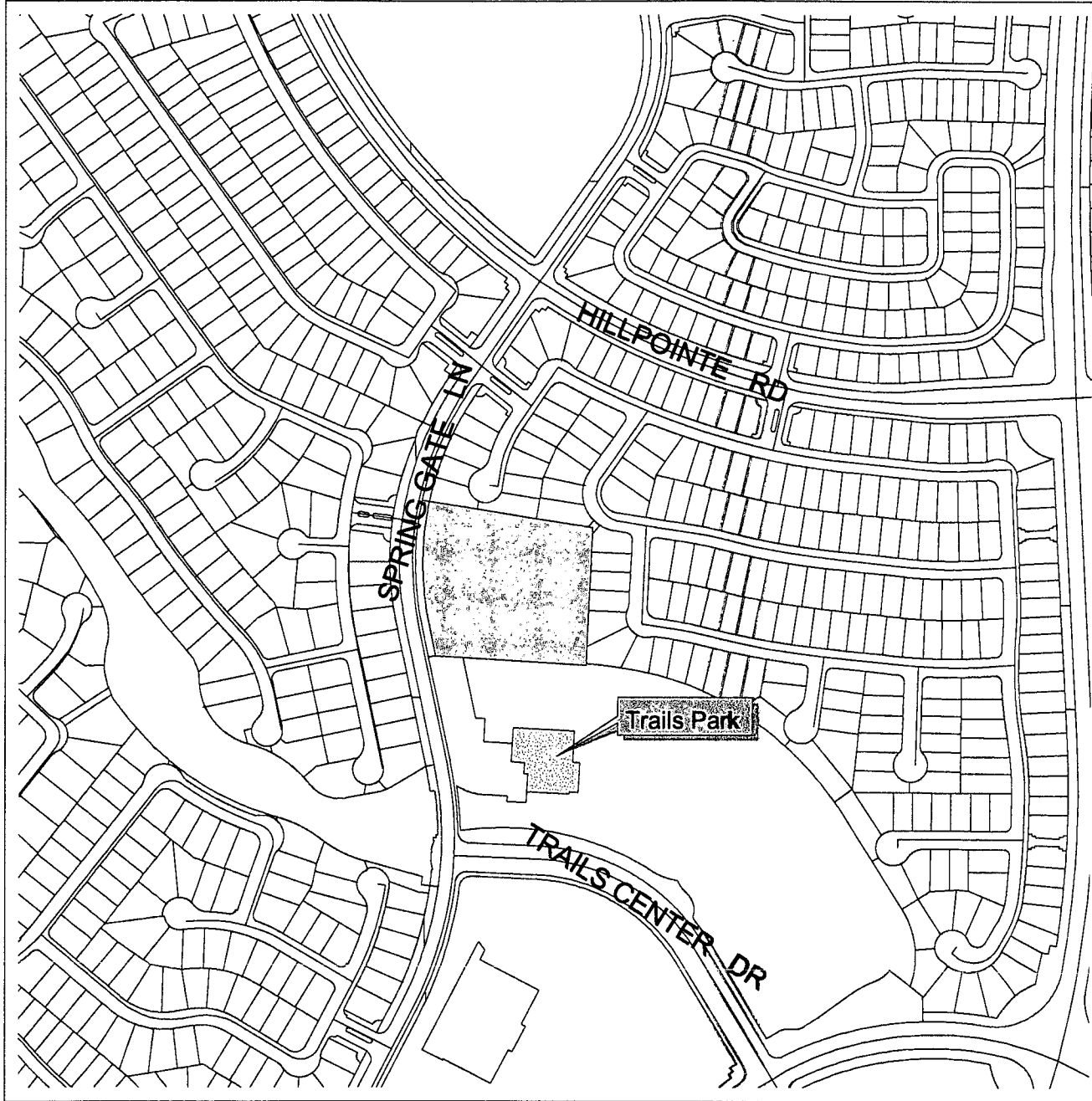


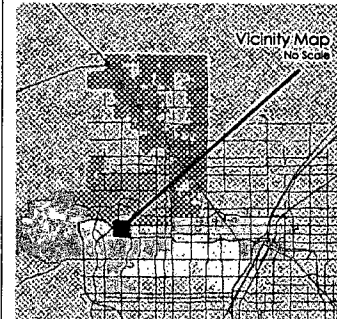
EXHIBIT "B"



Site Map

- GRACE IN THE DESERT
~~Diocese~~ Site
Street Centerline
City of Las Vegas
Parcels

5/28/01
ap



Real Estate & Asset Management



Date of Data: 2001/01/25

City of Las Vegas

Agenda Item No. 73

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: MAY 16, 2001****DEPARTMENT: PUBLIC WORKS****DIRECTOR: RICHARD D. GOECKE**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

REPORT FROM REAL ESTATE COMMITTEE - Councilmen Mack and Weekly

Approval of a Bill of Sale from the City of Las Vegas (CLV) to the Las Vegas Valley Water District (LVVWD) for the purpose of providing water services located at the Las Vegas Metropolitan Police Department Substation and Academy, located in the vicinity of Cheyenne Avenue and Jensen Street - Ward 4 (Brown)

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

LVVWD inspected the water distribution facilities located in the vicinity of Cheyenne Avenue and Jensen Street, which are to be owned, operated & maintained by LVVWD. The inspection determined that said facilities have been installed in accordance with LVVWD Standards & Specifications. Therefore, the water facilities constructed for the CLV have been accepted by LVVWD as being satisfactorily completed on 3/12/01 and CLV now turns over the property to LVVWD.

RECOMMENDATION:

The 5/14/2001 Real Estate Committee and staff recommend approval

BACKUP DOCUMENTATION:

1. Bill of Sale
2. Letter from LVVWD
3. Site Map

MOTION:

REESE - Motion to **APPROVE** Items 3-7, 10-21, 23-54, 56-63, 65-68, and 70-73 - **UNANIMOUS** with **MACK** abstaining on Items 11, 12, and 13 because of his financial relationship with Mr. Marshall and on Item 22 because the concerned establishment is located near the Boys and Girls Club and he serves on that board, **McDONALD** abstaining on Item 22 for the same reason, and **GOODMAN** abstaining on Item 24 because it involves an establishment that is located in his neighborhood

*City of Las Vegas***Agenda Item No. 73**

CITY COUNCIL MEETING OF MAY 16, 2001

Public Works

Item 73 - Approval of a Bill of Sale from the City of Las Vegas to the Las Vegas Valley Water District for water services at the LVMPD Substation and Academy at Cheyenne Avenue and Jensen Street

MOTION -- Continued:

Item 22: DENIED under separate action (see individual item)

Items 55 and 69: APPROVED under separate actions (see individual items)

Item 64: ABEYANCE to 6/20/2001 under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:31 – 9:33)

1-776

BILL OF SALE**LVMPD Substation & Academy – 106175**

FOR VALUE RECEIVED, City of Las Vegas does hereby sell, assign, transfer, and set over unto the LAS VEGAS VALLEY WATER DISTRICT, a quasi-municipal corporation, all its right, title, and interest, in and to those certain facilities, together with all valves, fittings, valve boxes, and service lines connected with said facilities located at the Las Vegas Metropolitan Police Department Substation and Academy in the vicinity of Cheyenne Avenue and Jensen Street, constructed pursuant to that certain Agreement dated November 2, 1999 identified as No. 106175 between City of Las Vegas and the Las Vegas Valley Water District.

That said City of Las Vegas warrants that it is the owner of said facilities and connection valves, fittings, valve boxes, and service lines, and that same are free and clear of all encumbrances, including all material and labor claims attaching thereto, and that it will at all times hereafter defend the title to the same against any and all persons lawfully claiming or to claim the same.

IN WITNESS WHEREOF, City of Las Vegas has caused this Bill of Sale to be executed this 16th day of May, 2001.

ATTEST:

CITY OF LAS VEGAS


BARBARA JO RONEMUS
City Clerk


OSCAR B. GOODMAN
Mayor

APPROVED AS TO FORM:


DEPUTY CITY ATTORNEY

JW

Las Vegas
Valley
Water
District

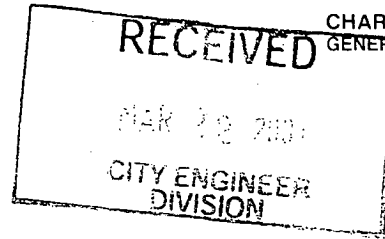
PATRICIA MULROY
GENERAL MANAGER

DAVID A. DONNELLY, P.E.
DEPUTY GENERAL MANAGER
ENGINEERING/OPERATIONS

RICHARD J. WIMMER
DEPUTY GENERAL MANAGER
ADMINISTRATION

CHARLES K. HAUSER
GENERAL COUNSEL

March 21, 2001



City of Las Vegas
400 Stewart Avenue
Las Vegas, NV 89101

Attention: Charles Kajkowski, Jr., P.E., City Engineer

SUBJECT: CLV - LVMPD SUBSTATION & ACADEMY, (CON 106175)

The Las Vegas Valley Water District (DISTRICT) has performed an inspection of water distribution facilities installed in conjunction with the subject project which are to be owned, operated and maintained by the DISTRICT. Such an inspection determined that said facilities have been installed in accordance with DISTRICT Standards and Specifications.

Therefore, the water facilities constructed for City of Las Vegas (DEVELOPER) at CLV - LVMPD Substation & Academy, are accepted by the DISTRICT as being satisfactorily completed on March 12, 2001.

In accordance with the conditions of Agreement No. CON 106175, previously executed for the subject project, should any defects in material or workmanship affecting the finally accepted facilities be detected within one (1) year of March 12, 2001, the DEVELOPER shall immediately cause the defects to be corrected, or shall reimburse the DISTRICT for its cost in correcting the defects.

Per the Districts' Service Rules, Section 8.6, be advised that you as the developer are responsible for all water used through the new services installed as a part of this project. At this time, the District recommends you insure that the proper action is taken on all the accounts associated with this project. For additional information you may contact our Customer Service Department at 870-4194.

Page 1

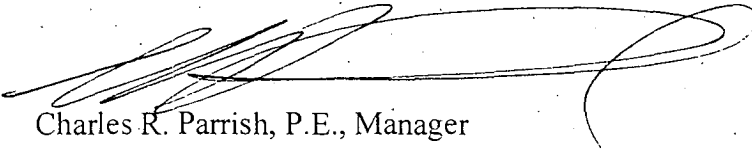
BOARD OF DIRECTORS

Myrna Williams, President • Yvonne Atkinson Gates, Vice-President
Dario Herrera, Erin Kenny, Mary J. Kincaid, Chip Maxfield, Bruce L. Woodbury.

March 21, 2001

CLV – LVMPD Substation & Academy

Attached is the Bill of Sale for the subject water facilities. which must be executed by the DEVELOPER. **After the attached Bill of Sale has been properly signed and notarized, please return to the DISTRICT's Development Services Division. Any questions should be directed to Development Services at 258-3865.**

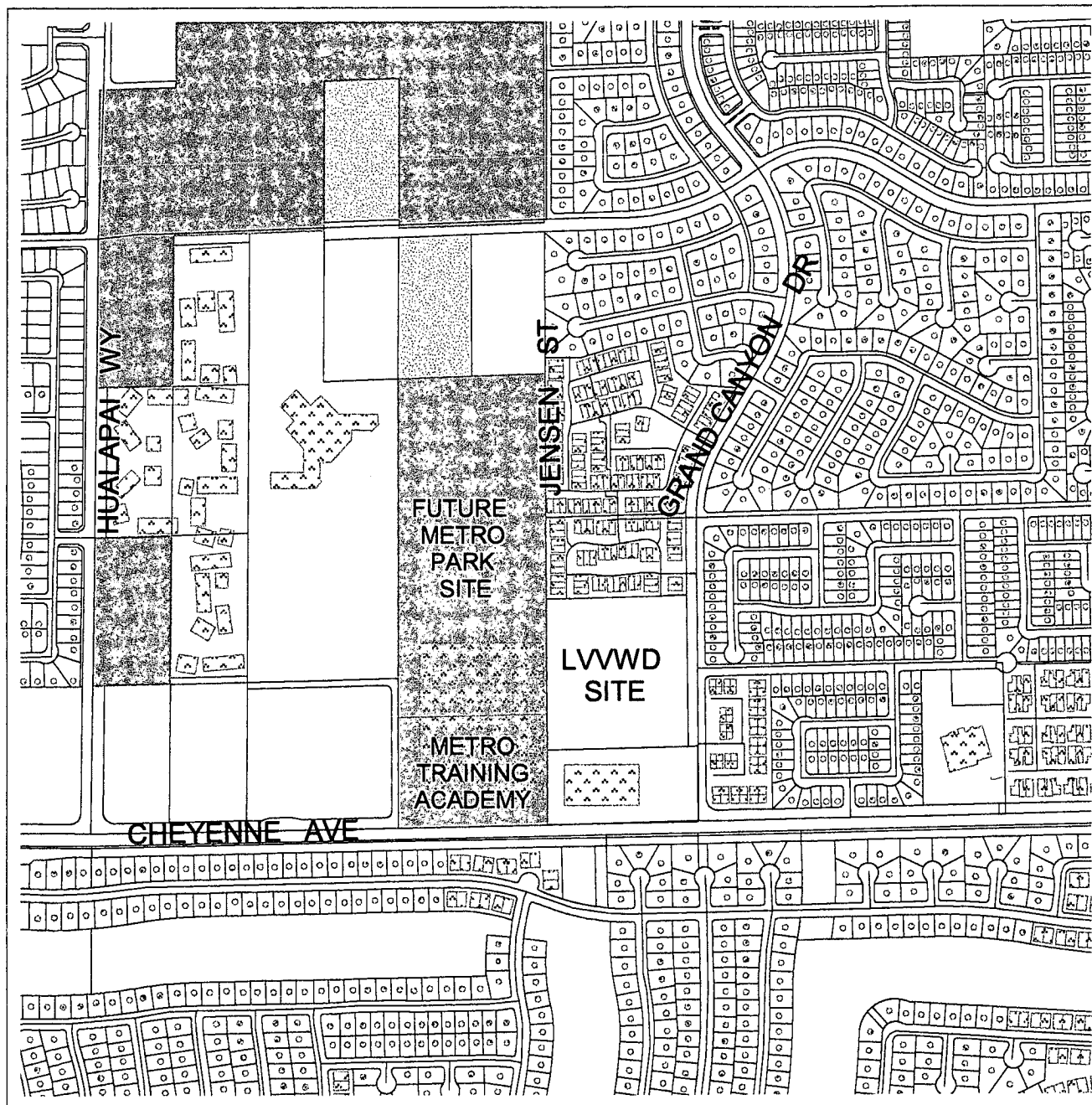


Charles R. Parrish, P.E., Manager
Construction Division

CRP:vlc
Attachment

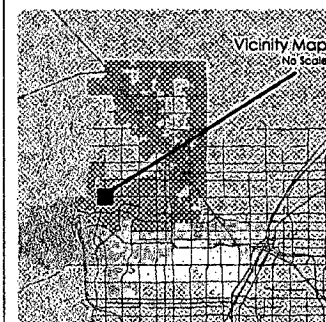
cc: City of Las Vegas Quality Control Division (w/o attachment)
Jonathan Pickus, Manager, AM/FM GIS (w/file)
Martin & Harris Construction (w/o attachment)

y:CLVLVMPD.3fi



Site Map

- Street Centerline
- Building Footprints
- BLM Properties**
 - Leased
 - Applied
 - USA
 - City of Las Vegas
 - Parcels



Real Estate & Asset Management



Date of Data: 2001/03/03

City of Las Vegas

Agenda Item No. 74

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: MAY 16, 2001****DEPARTMENT: CITY MANAGER'S OFFICE****DIRECTOR: VIRGINIA VALENTINE**☐**CONSENT**☒**DISCUSSION****SUBJECT:****ADMINISTRATIVE:**

Report and possible action concerning the status of 2001 legislative issues and direct staff as deemed necessary

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

Staff will report on pending legislation of the 2001 Nevada State Legislature.

RECOMMENDATION:

It is recommended that council accept report and direct staff, if necessary.

BACKUP DOCUMENTATION:

None

MOTION:

REESE – Motion to ACCEPT the report – UNANIMOUS

MINUTES:

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

APPEARANCES:

VIRGINIA VALENTINE, City Manager

NOTE: COUNCILMAN REESE directed CITY MANAGER VALENTINE to find out within the next two days the status of the lottery bill that was introduced during this legislative session and what impact, if any, it would have on the State.

(9:38 – 9:43)

1-1016

**CITY COUNCIL MINUTES
MEETING OF
MAY 16, 2001**

Page 1

**VERBATIM TRANSCRIPT: ITEM 74 – REPORT AND POSSIBLE ACTION CONCERNING THE STATUS OF
2001 LEGISLATIVE ISSUES AND DIRECT STAFF AS DEEMED NECESSARY**

MAYOR GOODMAN

Item 74. This, report and possible action concerning the status of 2001 legislative issues and direct staff as deemed necessary. Ms. Valentine.

CITY MANAGER VALENTINE

Your Honor, members of the Council, give you a brief status report on where we are on some of our bills today and try to answer any questions you may have about bills we don't cover.

AB-179, which revises provisions regarding annexation of territories incorporated cities; the status of that bill that has passed the Assembly on April 25th, was assigned to Senate Government Affairs, it was heard in Senate Government Affairs on May 7th and received a do pass on – May 9th, and now is headed to the floor of the Senate.

AB-654, which authorizes the governing body of a city or county to impose a tax on non-residential structures or require dedication of certain lands and regional parks. That bill received industry support as amended. It was amended and do pass on April 12th in Assembly of Government Affairs. Passed out of the Assembly on April 25th, was heard in government, Senate Government Affairs on May 7th, is now pending final action, will be reconsidered by that committee.

On our general government bills AB-63 regarding landscape maintenance districts was amended in favor of local governments' concerns and allows creation of an ordinance. This bill passed the Assembly on April 26th, was assigned to Senate Government Affairs, was heard in Senate Government Affairs, and passed out of that committee on May 9th.

AB-202 mandates voter involvement in dissolution of the Metropolitan Police Department. That bill passed out of the Assembly on April 1st, it was heard in Senate Government Affairs on April 23rd, and was do pass on May 9th.

AB-220, which requires a mutual aid agreement between police agencies regarding Class A felonies. This passed out of the Assembly in April 19th, It was heard in Senate Judiciary on April 26th, and was do pass by that committee on May 14th.

AB-293 requires the Board of County Commissioners and the governing body of the City to approve a proposal for the issuance of bonds for consolidated library districts. This bill passed the Assembly on April 13th, passed out of the Senate on April 26th, and was approved by the governor on May 2nd. Becomes effective on October the 1st.

**CITY COUNCIL MINUTES
MEETING OF
MAY 16, 2001**

Page 2

**VERBATIM TRANSCRIPT: ITEM 74 – REPORT AND POSSIBLE ACTION CONCERNING THE STATUS OF
2001 LEGISLATIVE ISSUES AND DIRECT STAFF AS DEEMED NECESSARY**

AB-458 authorizes local governments to impose impact fees on new developments to finance fire stations, park projects, and police station projects. This bill takes our position from last year and expands it to include police. It passed out of the Assembly on April 25th, it was assigned to Government Affairs, and heard in Senate Government Affairs on May 7th, received a do pass on May 9th.

SB-171 revises the standards for designation of gaming enterprise districts in certain locations. Was amended to remove one member having veto authority. Distances remain the same. The status was that it was passed by the Senate on April 17th, assigned to Assembly Judiciary, was heard in Assembly Judiciary on May 14th, and has been referred to a subcommittee.

We have several other bills of interest. As you know Ms. Fretwell is out of town, but I'd be happy to try, in her absence, to answer your questions about any other pending legislation.

MAYOR GOODMAN

Thank you.

Councilman?

COUNCILMAN REESE

Your Honor, if I could, I'd just ask staff, Virginia, if they could check on that lottery bill that passed out of the Assembly, I guess.

CITY MANAGER VALENTINE

I'm sorry?

COUNCILMAN REESE

The new lottery bill.

CITY MANAGER VALENTINE

The lottery bill.

COUNCILMAN REESE

Allows the State to have a lottery. I would just like to find out, if you could, find out in the next couple of days and give all of us a e-mail or something. I would like to find out how much impact it's going to have, what they're -- I mean, I'm sure they had some kind of figures estimated what that do for the State. I think that'd be very interesting to -- find out. So if we could have an e-mail or something on this bill, I would sure like to hear it.

CITY MANAGER VALENTINE

We'll begin reporting on that bill. Thank you.

COUNCILMAN REESE

Well, I -- think that we could probably get some information today or tomorrow, though.

CITY COUNCIL MINUTES
MEETING OF
MAY 16, 2001

Page 3

VERBATIM TRANSCRIPT: ITEM 74 – REPORT AND POSSIBLE ACTION CONCERNING THE STATUS OF
2001 LEGISLATIVE ISSUES AND DIRECT STAFF AS DEEMED NECESSARY

CITY MANAGER VALENTINE

Yeah. We'll get you an immediate status report, and then we'll keep you up, we'll add it to the list of bills that we track and keep you updated.

COUNCILMAN BROWN

That is – to be approved twice.

COUNCILMAN REESE

Yeah.

MAYOR GOODMAN

Any other questions or comments of Ms. Valentine?

I'd just like to wish Ms. Fretwell the best from all of the Council. Our prayers are with her on her family situation.

And I'd like to share with my colleagues here. You know, it's interesting. We, when we prepared our perspective legislation on impact fees, the odds were that we were gonna have an awful lot of opposition. But because of the fact that our staff and our departments have worked with the developers and the contractors and the people who do business with our City, they have gotten behind us and have supported us in our efforts up at Carson. So, it's a plus, plus for us. It's a feather in your cap, and it's to the benefit of our City that we're gonna be able to hopefully have monies from non-residential sources, construction sources going into our regional parks. And I think that shows we've come a long way since where we started about two years ago. So, I just wanted to say that.

May I have a motion, please.

COUNCILMAN REESE

Yes, I'd move to accept our City Manager report on the legislative session.

MAYOR GOODMAN

Thank you. Vote on the motion, please. Post, please. Motion carries. **(Motion carried unanimously.)** Thank you.

(END OF DISCUSSION)

/gpb;ac

City of Las Vegas

Agenda Item No. 75

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: MAY 16, 2001****DEPARTMENT: ADMINISTRATIVE****DIRECTOR: VIRGINIA VALENTINE**☐**CONSENT**☒**DISCUSSION****SUBJECT:****ADMINISTRATIVE:**

Discussion and possible action regarding the Second Amendment to the Operational Agreement of Las Vegas Village and to amend the Grant, Bargain and Sale Deed - Ward 5 (Weekly)

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

On December 6, 1995, the City of Las Vegas City Council approved the Operational Agreement of Las Vegas Village (Agreement) between the City of Las Vegas and S.V.d.P. Management, Inc. On June 19, 1996, the City Council approved an amendment to the aforementioned agreement to reflect language which allowed S.V.d.P. to apply for a Supportive Housing Program (SHP) grant. The second amendment is to revise language in the agreement under Article 6.1 to allow S.V.d.P. to use both permanent improvement funding and program funding to meet the \$5,000,000 match the City required to be able to sell them the property and to amend the Grant, Bargain and Sale Deed to include the following additional restrictions. This is intended to waive the requirements of presentation to the Real Estate Committee.

RECOMMENDATION:

No recommendation from staff at this time.

BACKUP DOCUMENTATION:

1. Agenda Memo
2. Second Amendment to Operational Agreement of Las Vegas Village

MOTION:

REESE – Motion to bring forward and Hold in ABEYANCE Items 8 and 9 to 6/20/2001 and STRIKE Items 75 and 76 – UNANIMOUS

MINUTES:

There was no discussion.

(9:28 – 9:30)

1-701

*City of Las Vegas***AGENDA MEMO****CITY COUNCIL MEETING DATE: May 16, 2001****DEPARTMENT: Administrative****ITEM DESCRIPTION: Discussion and possible action regarding the Second Amendment to the Operational Agreement of Las Vegas Village and to amend the Grant, Bargain and Sale Deed - Ward 5 (Weekly)**

Additional requirements include:

1. Transfer the land to a newly created Nevada 501 c 3 nonprofit corporation on or after December 31, 2001.
2. Future development to begin within five years with not less than \$3 - 4 million dollars in capital to be limited to:
 - a. Transitional housing (no net increase in beds)
 - b. Kitchen - 11,000 square feet
 - c. Medical clinic - 9,000 square feet
 - c. Educational Center/Child Care Center - 12,000 square feet aggregate
 - f. Senior patio apartments (not to exceed 50 units)
3. No general fund subsidy for CIC or other operations within first year.
4. Revisit staffing requirements outlined in first agreement.
5. No emergency shelter; no housing for single women or men on site.
6. Agree to work toward a regional solution and transitional scattered housing plan with the SNRPC Homeless Task Force.

City of Las Vegas

Agenda Item No. 75A

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 16, 2001

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

Discussion and possible action regarding renewal or termination of contract with Clark County Public Defender for representation of indigents

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

REESE – APPROVED as recommended directing City Manager staff to work with the City Attorney's and Public Defender's offices and Municipal Court on the new contract and the possibility of privatizing the public defender function, and to look into rearranging the case calendar in order to reduce Public Defender staff, thereby reducing costs in salaries – UNANIMOUS

MINUTES:

CITY ATTORNEY JERBIC indicated that the matter was placed on the agenda due to some discussion regarding the amount that the City is paying for legal services this year. The Clark County Public Defender submitted a budget that would cause the City to have to reimburse approximately \$956,000 this year for public defender services. Out of concern for that amount, a meeting was held with the Clark County Public Defender and some staff members to discuss the possibility of continuing with that contract or looking at an alternative. Out of that meeting came a recommendation to continue with the contract for the remainder of this year and work for an alternative for next year, because it would require some transition time to move away from the Public Defender contract.

The current contract calls for three regular deputies with the possibility for additional deputies at the request of the court. The court did request one more so there are a total of five. However, at the meeting it was suggested that the Public Defender work toward reducing the number under

*City of Las Vegas***Agenda Item No. 75A**

CITY COUNCIL MEETING OF MAY 16, 2001

Administrative

Item 75A – Discussion and possible action regarding renewal or termination of contract with Clark County Public Defender for representation of indigents

MINUTES – Continued:

this year's contract, and then work toward a transition away from those services for next year, which the current contract would allow with a request from the court to the Public Defender's office. He pointed out that the contract does not allow for less than four Public Defenders. Therefore, if it were the desire to have less than four Public Defenders, the current contract would have to be terminated and a new contract entered into.

MAYOR GOODMAN questioned the possibility of a salary shift of one of the public defenders that would be to the City's benefit. CITY ATTORNEY JERBIC concurred and explained that the amended contract of 1985 provides that any new public defenders would be entry level and promoted consistent with County policy. During the interim there was a chief deputy public defender moved from State Court to Municipal Court and a willingness was indicated to bill the City the entry-level salary for the deputy that the senior person replaced.

COUNCILMAN McDONALD discussed with CITY ATTORNEY JERBIC the caseload for the City Attorney's office and for the Public Defender's office. Of the 52,000 City Attorney cases, the Public Defender's office took 4,800, which is less than ten percent, with a staff of five public defenders and three clerical. Three of the five public defenders are Attorney IV's with a salary of approximately \$120,000 a year, plus benefits. COUNCILMAN McDONALD commented that it does not make sense to be paying such high salaries to defend less than ten percent of the misdemeanor cases.

COUNCILMAN McDONALD also brought up the possibility of running credit checks to verify that the people requesting public defender services are actually indigent, as it is done in many other cities. CITY ATTORNEY JERBIC indicated that the Clark County Public Defender requires an indigent certificate.

COUNCILMAN McDONALD questioned the amount of savings that would be achieved with the new contract. MAYOR GOODMAN indicated that State law requires that a minimum of \$75 be paid to an attorney for a case. There are some issues to work out, such as the criteria for a "case," but the City should be able to save hundreds of thousands of dollars. COUNCILMAN McDONALD concurred.

*City of Las Vegas***Agenda Item No. 75A**

CITY COUNCIL MEETING OF MAY 16, 2001

Administrative

Item 75A – Discussion and possible action regarding renewal or termination of contract with Clark County Public Defender for representation of indigents

MINUTES – Continued:

COUNCILMAN MACK commented that he was fortunate to attend the meeting with the County and there was a lot of good discussion, which resulted in a savings of approximately \$70,000 for this year alone. CITY ATTORNEY JERBIC pointed out that it might be more like \$120,000 if the Court requests one less public defender.

COUNCILWOMAN McDONALD indicated that there are various possibilities that could be pursued for this function, including privatization.

COUNCILMAN BROWN and COUNCILMAN McDONALD noted that the Public Defender's staff has done a wonderful job, but the Council has a duty to look into cost savings to the taxpayers.

After verifying with CITY ATTORNEY JERBIC that court scheduling has a great impact on the number of Public Defenders on staff, COUNCILMAN BROWN requested that the motion include a direction to Municipal Court to look into rearranging the schedules in a way that will save money. Also, that City Manager staff work with the City Attorney's and Public Defender's offices and Municipal Court in evaluating the next contract and the possibility of rearranging the City's court system and privatizing the public defender functions.

NOTE: COUNCILMAN McDONALD directed CITY ATTORNEY JERBIC to report back on the possibility of implementing credit checks on people requesting Public Defender services to ensure that they are actually in need of those services.

There was no further discussion.

(9:43 – 9:54)

1-1209

City of Las Vegas

Agenda Item No. 76

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: MAY 16, 2001****DEPARTMENT: CITY ATTORNEY****DIRECTOR: BRADFORD R. JERBIC**☐**CONSENT**☒**DISCUSSION****SUBJECT:**

Discussion and possible action on Appeal of Work Card Denial: Yolanda Renee Small, 451 N. Nellis Blvd. #1098, Las Vegas, Nevada 89110

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:

REESE – Motion to bring forward and Hold in ABEYANCE Items 8 and 9 to 6/20/2001 and STRIKE Items 75 and 76 – UNANIMOUS

MINUTES:

There was no discussion.

(9:28 – 9:30)

1-701

RECEIVED
CITY CLERK

2001 APR 26 P 12:11

April 26, 2001

City Clerk
City of Las Vegas
400 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,

Yolanda Renee Small
451 N. Nellis Blvd., #1098
Las Vegas, NV 89110

YS
Yolanda Small



April 26, 2001

Yolanda Renee Small
451 N. Nellis Blvd., #1098
Las Vegas, NV 89110

Re: WORK CARD APPEAL

Dear Ms. Small:

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 May 16, 2001.

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 "Angela Crolli".

**ANGELA CROLLI
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. 77

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: May 16, 2001****DEPARTMENT: CITY ATTORNEY****DIRECTOR: BRADFORD R. JERBIC**☐**CONSENT**☒**DISCUSSION****SUBJECT:**

Discussion and possible action on Appeal of Work Card Denial: Keith L. Wines, 1720 Walnut, Las Vegas, Nevada 89101

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:

REESE – ABEYANCE to 6/20/2001 – UNANIMOUS with L.B. McDONALD not voting

MINUTES:

The appellant was not present.

SERGEANT PAUL PAGE, Las Vegas Metropolitan Police Department, was present and stated that contact was made with MR. WINES' employer, who indicated a willingness to continue to employ MR. WINES despite his criminal background.

MAYOR GOODMAN indicated that he would like the matter held in abeyance so that MR. WINES could be present.

NOTE: MAYOR GOODMAN asked SERGEANT PAGE to contact MR. WINES and tell him that he needs to be present.

There was no further discussion.

(9:54 – 9:55)

1-1613

RECEIVED
CITY CLERK

2001 APR 27 A 9:07

April 27, 2001

City Clerk
City of Las Vegas
400 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,



Keith L. Wines
1720 Walnut
Las Vegas, NV 89101



MAYOR
OSCAR B. GOODMAN

CITY COUNCIL
GARY REESE
(MAYOR PRO-TEM)

MICHAEL J. McDONALD
LARRY BROWN
LYNETTE B. McDONALD
JEROME WEEKLY
MICHAEL MACK

CITY MANAGER
VIRGINIA VALENTINE

April 27, 2001.

Keith L. Wines
1720 Walnut
Las Vegas, NV 89101

Re: **WORK CARD APPEAL**

Dear Mr. Wines:

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 May 16, 2001.

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,

Linda Owens
LINDA OWENS
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

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City of Las Vegas

Agenda Item No. 78

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: MAY 16, 2001****DEPARTMENT: CITY ATTORNEY****DIRECTOR: BRADFORD R. JERBIC**☐**CONSENT**☒**DISCUSSION****SUBJECT:**

Discussion and possible action on proposed negotiated settlement of SUSAN J. TOOHEY v. CITY OF LAS VEGAS, et al.

Fiscal Impact☐**No Impact****Amount: \$50,000.**☒**Budget Funds Available****Dept./Division: CAO/Civil**☐**Augmentation Required****Funding Source:****PURPOSE/BACKGROUND:**

The City Attorney's Office has received an offer from Susan Toohey to settle her litigation for \$50,000.

RECOMMENDATION:

Approval.

BACKUP DOCUMENTATION:

None

MOTION:

REESE – APPROVED as recommended UNANIMOUS with L.B. McDONALD not voting

MINUTES:

CITY ATTORNEY JERBIC stated that the matter was in order.

There was no further discussion.

(9:55)

1-1662

City of Las Vegas

Agenda Item No. 79

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: May 16, 2001

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

Discussion and possible action to retain Harrison, Kemp & Jones to represent the City of Las Vegas in the Northwest Family Leisure Center and Palo Verde Family Leisure Center construction arbitration

Fiscal Impact☐**No Impact****Amount:** Indeterminate☒**Budget Funds Available****Dept./Division:** City Attorney's Office--Civil☐**Augmentation Required****Funding Source:****PURPOSE/BACKGROUND:**

The City of Las Vegas and Haydon Construction are arbitrating Haydon's claims for monies after construction of the Northwest Family Leisure Center and Palo Verde Family Leisure Center.

RECOMMENDATION:

Approval.

BACKUP DOCUMENTATION:

None

MOTION:

REESE – APPROVED as recommended UNANIMOUS

MINUTES:

CITY ATTORNEY JERBIC stated that the matter was in order.

There was no further discussion.

(9:55 – 9:56)

1-1679

City of Las Vegas

Agenda Item No. 80

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: MAY 16, 2001****DEPARTMENT: FIELD OPERATIONS****DIRECTOR: LARRY HAUGSNESS**☐**CONSENT**☒**DISCUSSION****SUBJECT:****ABEYANCE ITEM** - Report on the functions and projects of the Department of Field Operations**Fiscal Impact**☒**No Impact****Amount:**☐**Budget Funds Available****Dept./Division:** Field Operations☐**Augmentation Required****Funding Source:****PURPOSE/BACKGROUND:**

Larry Haugsness, Field Operations Director, would like to present the Mayor and Council with an overview of the functions and projects managed by the Department of Field Operations.

RECOMMENDATION:

Report only, no action required

BACKUP DOCUMENTATION:

Copy of PowerPoint presentation

MOTION:

None required.

MINUTES:

Using a PowerPoint presentation, which is made a part of the Final Minutes, LARRY HAUGSNESS, Director, Field Operations Department, reviewed the various functions of the divisions of the Department of Field Operations and their accomplishments thus far. He briefly touched on some of the projects that have been completed with in-house staff, saving the City a total of over \$2.4 million.

COUNCILMAN WEEKLY asked who is responsible for maintaining the school fields where the City does programming, because the field where the Community Baseball League plays is not in very good condition. MR. HAUGSNESS replied that under the open doors/open schools agreement turf maintenance is the responsibility of the School District. The City would be responsible for the lights if the City did the installation.

*City of Las Vegas***Agenda Item No. 80**

CITY COUNCIL MEETING OF MAY 16, 2001

Field Operations

Item 80 – Report on the functions and projects of the Department of Field Operations

MINUTES – Continued:

DR. BARBARA JACKSON, Director, Leisure Services Department, indicated that under the open doors/open schools agreement the City has a certain degree of responsibility for the maintenance of fields on which it does programming. However, Community Baseball is unique because it is considered a private enterprise. She offered to look further into the matter, because it is her understanding that if Community Baseball is playing at Doolittle, then it would be the City's responsibility. COUNCILMAN WEEKLY stated that some people feel that if Community Baseball pays the City, then the City should be responsible for the maintenance.

MR. HAUGSNESS assured COUNCILMAN WEEKLY that he would address the issue at the meeting scheduled for the following week with Leisure Services and the School District. There may be some areas that the City needs to take over and perhaps other areas that it should not be maintaining.

MAYOR GOODMAN asked if the City receives recompense for the schools it maintains. MR. HAUGSNESS answered that the City is responsible under the open doors/open schools agreement because it does so much programming at the schools.

MAYOR GOODMAN asked how the figures were arrived at for trolley ridership and questioned the trolley routes. MR. HAUGSNESS replied that staff keeps count of the fees. There are eight different routes. The biggest one is the Fremont route, which services the downtown area. There are other routes on separate days of the week that provide service for seniors for shopping purposes. The seniors are charged 25 cents; non-seniors are 50 cents.

COUNCILMAN McDONALD interjected that the Meadows Mall route was eliminated, due to very low ridership, and a new route put in place, which assisted the Regional Transportation Commission and they were able to purchase two more buses.

With respect to the repaving of "H" Street, MAYOR GOODMAN asked if the pavement markings glow at night, because he has received calls from citizens who are concerned about the brightness. MR. HAUGSNESS indicated that the markings that were installed are of the best quality available.

COUNCILMAN MACK thanked MR. HAUGSNESS for exemplifying what can be done to help cut budget costs. And with the high cost of fuel, COUNCILMAN MACK challenged all other municipalities to take a look at what the City is doing toward budget efficiencies.

*City of Las Vegas***Agenda Item No. 80**

CITY COUNCIL MEETING OF MAY 16, 2001

Field Operations

Item 80 – Report on the functions and projects of the Department of Field Operations

MINUTES – Continued:

COUNCILMAN WEEKLY also expressed his appreciation to MR. HAUGSNESS, stating that he had done a wonderful job in assisting him with improving areas of Ward 5 that were in desperate need of repair, such as "H" Street.

COUNCILWOMAN McDONALD commented that MR. HAUGSNESS was a big help to her Ward in working with the Charleston Neighborhood Preservation Association to improve and beautify Rainbow Boulevard and sections of the area that constantly required the attention of a Rapid Response Team to clear up trash and graffiti. With the help of Field Operations, the residents are really taking pride in their neighborhood, which is priceless.

She then asked if the City charges fees for parades. MR. HAUGSNESS replied that there are five parades that Council authorized Field Operations to provide cleanup for and barricading. Some of the more major parades average between 5 to \$7,000 to clean up, which the City budget absorbs.

COUNCILWOMAN McDONALD questioned the City's part in the recent remodeling of the State Welfare office. MR. HAUGSNESS explained that the office is located in a City facility. The new lease was negotiated based on improvements made to that facility.

Finally, COUNCILWOMAN McDONALD asked how often City street sweeping services are provided, noting that perhaps this is an area that can be cut back to save money. MR. HAUGSNESS indicated that the goal is to sweep all residential areas once every two weeks and the downtown area daily. Some streets are done more frequently.

COUNCILMAN REESE asked when was the last time that street sweeping signs were put up with schedules to notify people, because he has noticed cars parked on the streets on street sweeping days or if fines could be imposed. He wondered if there is anything that can be done to better inform the residents. MR. HAUGSNESS responded that when somebody shows an interest they are provided with a long-term schedule. The City is divided into five sections for every day of the week and there are areas that are zoned for signs. It costs in excess of \$1 million to put up signs across the City. He indicated that there is no way to impose fines. COUNCILMAN McDONALD noted that there are laws on the books to require people to move their cars and other cities impose fines. MR. HAUGSNESS commented that staff contacted other cities that impose fines and found that they have not been very successful and it does not do any good to have a system that cannot be imposed.

*City of Las Vegas***Agenda Item No. 80**

CITY COUNCIL MEETING OF MAY 16, 2001

Field Operations

Item 80 – Report on the functions and projects of the Department of Field Operations

MINUTES – Continued:

COUNCILMAN McDONALD interjected that there are federal guidelines for street sweeping. CITY MANAGER VALENTINE pointed out that the City has some discretion in the downtown area. However, the Environmental Protection Agency implemented regulations in the late 80s that require municipalities to control storm water runoff. So as a condition of the City's permit, sweeping must be done at least every two weeks.

COUNCILMAN McDONALD commended MR. HAUGSNESS for the fine job he has done, especially with less resources. He has set an example for the other Departments.

COUNCILMAN BROWN expressed his gratitude toward MR. HAUGSNESS and his division managers for the fine work that they do. He has received many positive comments from citizens who frequent the various parks in Wards 4 and 6, and they even know many of the maintenance workers on a first-name basis. As far as some of the initiatives the Department of Field Operations has taken on, he has always been impressed with MR. HAUGSNESS' ability to provide real numbers and their justification for projects. The Department has privatized some projects that may cost the City less money and has used in-house staff on projects that can be done better and cheaper than the private sector. This is a practice that should be continued throughout the entire City.

AL GALLEG0, citizen of Las Vegas, stated that he was very happy when the Department of Field Operations was created, because he knew that MR. HAUGSNESS would do a fine job, and he is doing a fine job. However, last Thursday evening he noticed that all the lights north of Fremont were out and he was unable to find out why. He thanked the City for the major rehabilitation project that is being done in his neighborhood, but indicated that the streets need to be watered more while the project is ongoing to keep the dust down. Since the project was started he has had difficulty breathing.

JUANITA CLARK, Charleston Neighborhood Preservation, asked if the sidewalk was included in the Jones Avenue improvements. MR. HAUGSNESS answered that Jones is a State maintained highway.

Regarding Rainbow Boulevard, MS. CLARK stated that those improvements have changed the attitude of many people and many people are commenting positively about it. She wondered if a study could be conducted on the number of accidents that occurred before and after the project was completed.

*City of Las Vegas***Agenda Item No. 80**

CITY COUNCIL MEETING OF MAY 16, 2001

Field Operations

Item 80 – Report on the functions and projects of the Department of Field Operations

MINUTES – Continued:

TODD FARLOW, 240 North 19th Street, inquired as to who would be responsible for maintaining the trails project.

MR. HAUGSNESS thanked his division managers and JANET D'AMBROSIA for putting together the PowerPoint presentation. He also thanked the Council for giving him the opportunity to serve the City.

NOTE: COUNCILMAN WEEKLY directed MR. HAUGSNESS to provide him with a list of those fields that the City is responsible for maintaining.

NOTE: MAYOR GOODMAN instructed MR. HAUGSNESS to look into receiving recompense for the City for the schools it maintains.

NOTE: COUNCILMAN BROWN requested that MR. HAUGSNESS provide him with total School District "Park" acreage.

There was no further discussion.

(9:56 – 10:35)

1-1697

Department of Field Operations

Larry Haugsness, Director



May 16, 2001

Department of Field Operations



Administration



Parks and Open Spaces



Streets and Sanitation



Facilities Management



Fleet and Transportation Services

Parks and Open Spaces

John Black, Manager



Park Maintenance



Landscaping



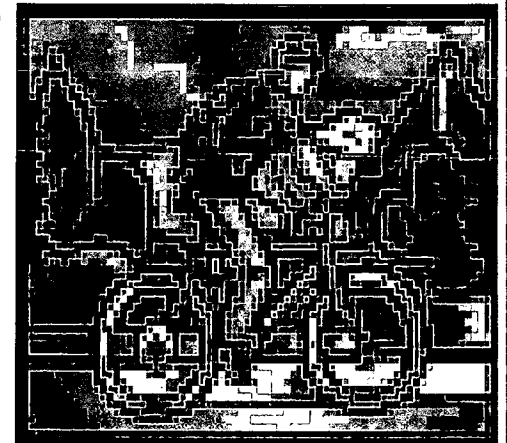
Median Maintenance



Responds to Emergency Calls



Special Events



Parks and Open Spaces

Park Maintenance



Streets and Sanitation

Nancy Ruth, Manager



Preventative Maintenance



Street Sweeping



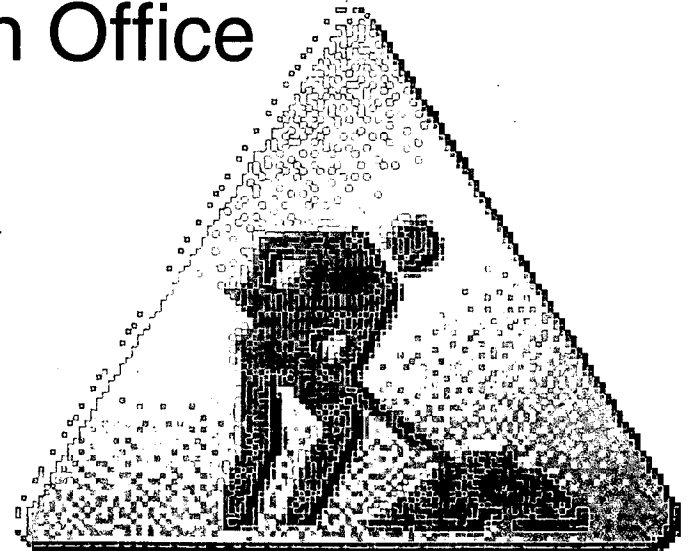
Downtown Beautification Office



Emergency Response

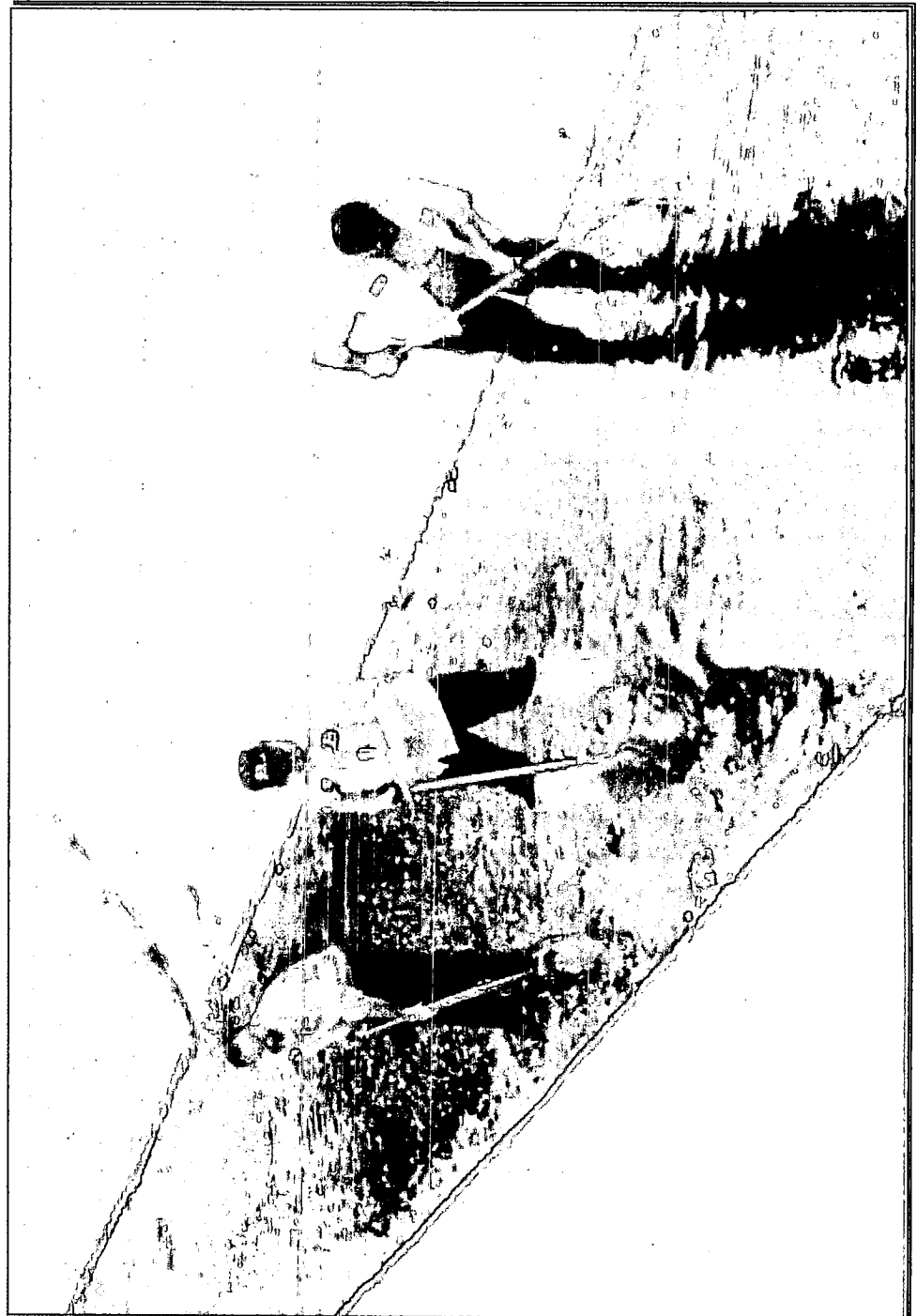


Special Events



Streets and Sanitation

Preventative Maintenance



Streets and Sanitation

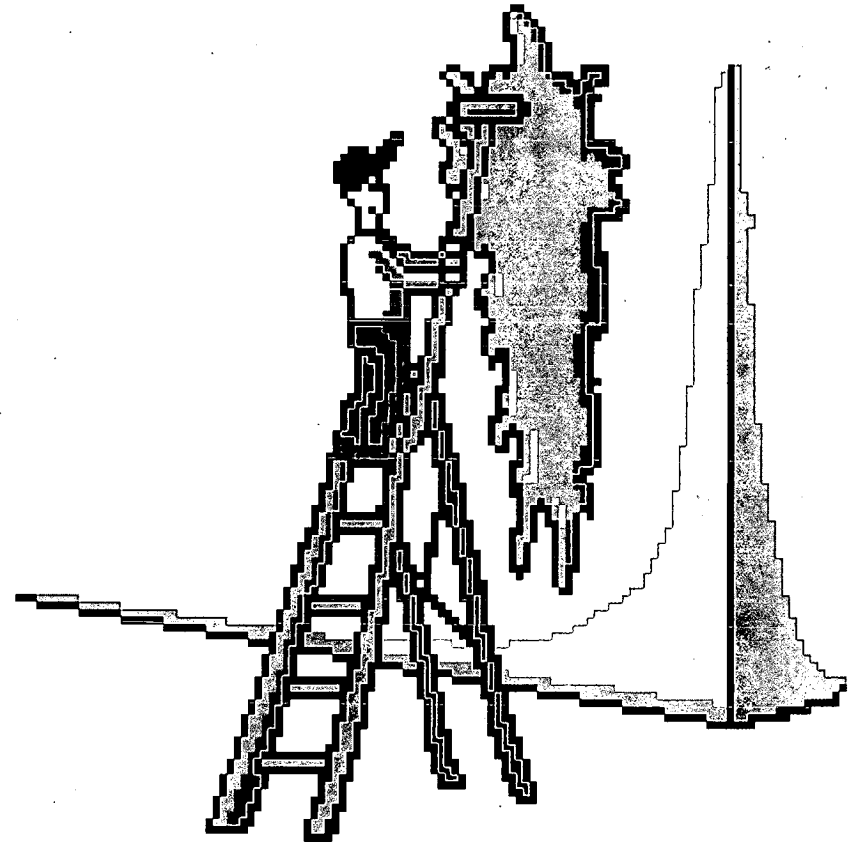
DBO/Special Events/Emergency Response



Facilities Management

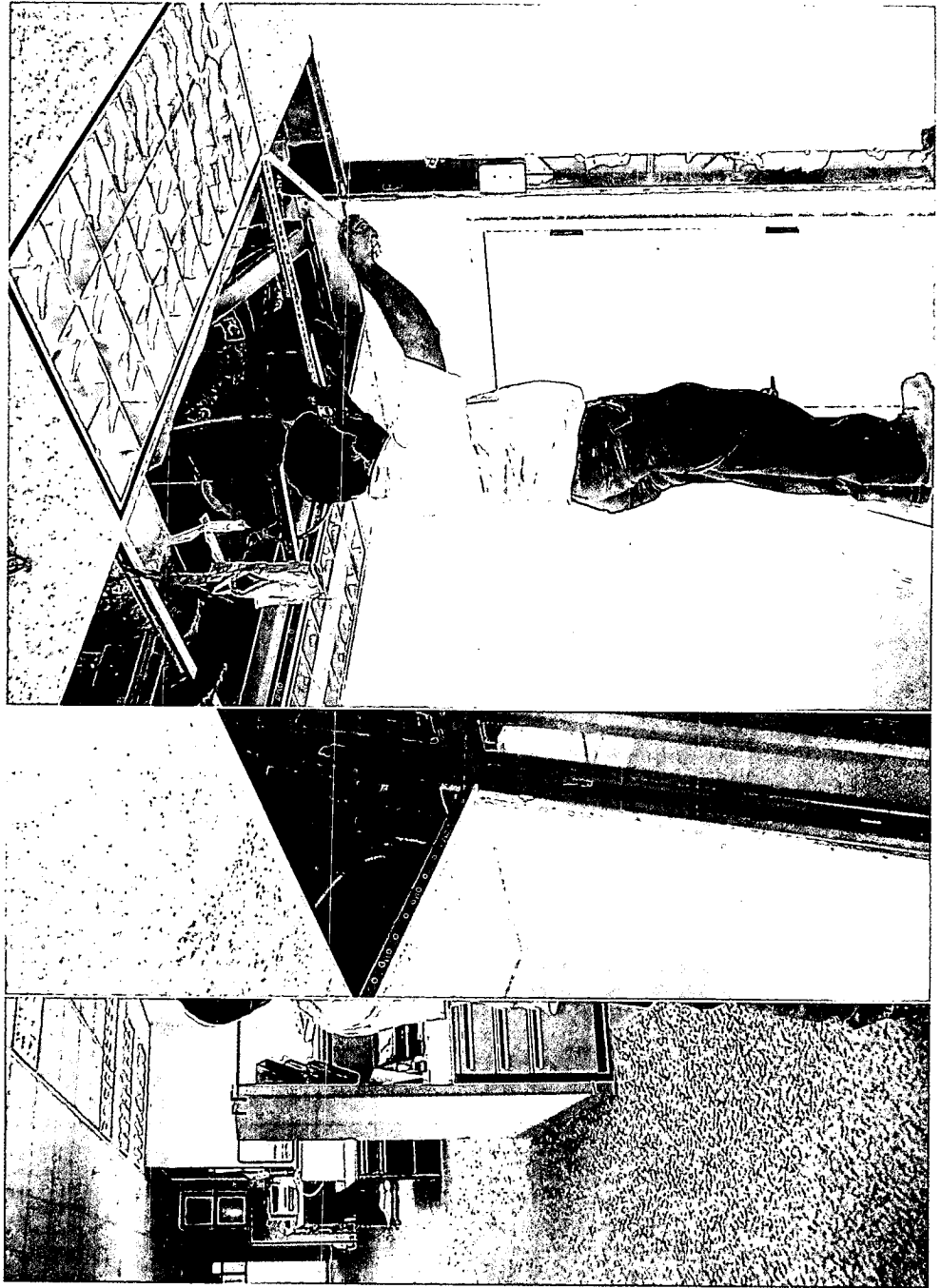
Orlando Sanchez, Manager

- ✕ Custodial
- ✕ Plumbing
- ✕ Electrical
- ✕ HVAC
- ✕ Carpentry
- ✕ Remodeling



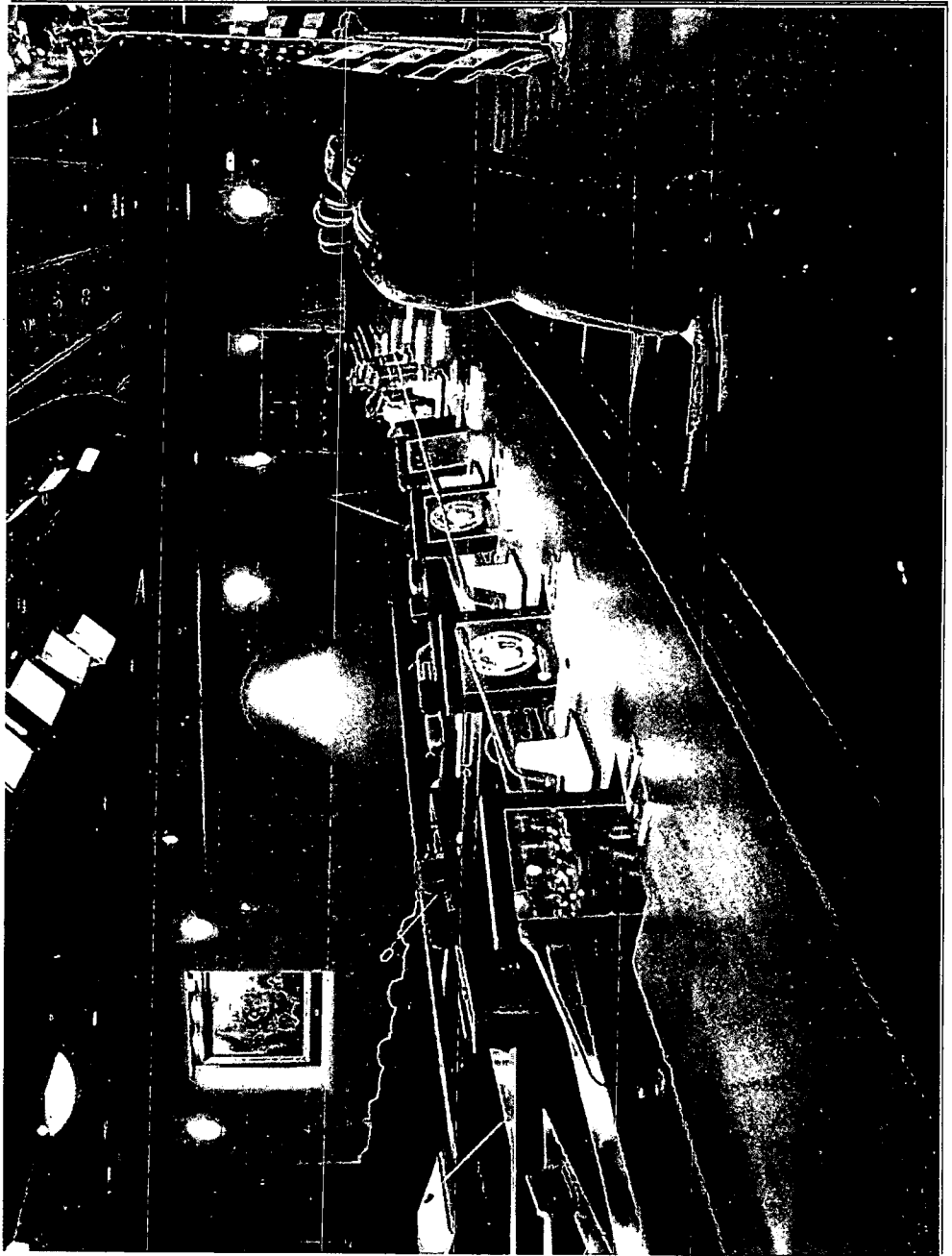
Facilities Management

Maintenance



Facilities Management

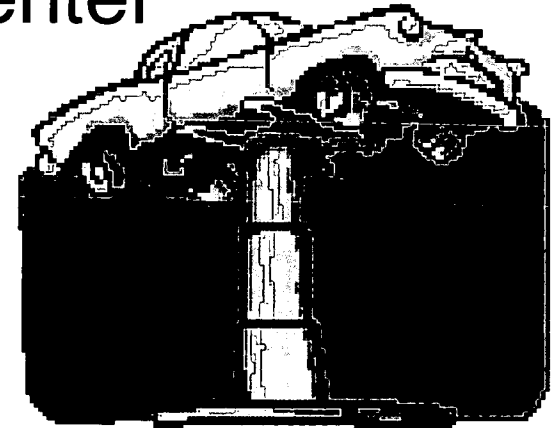
Remodeling



Fleet and Transportation Services

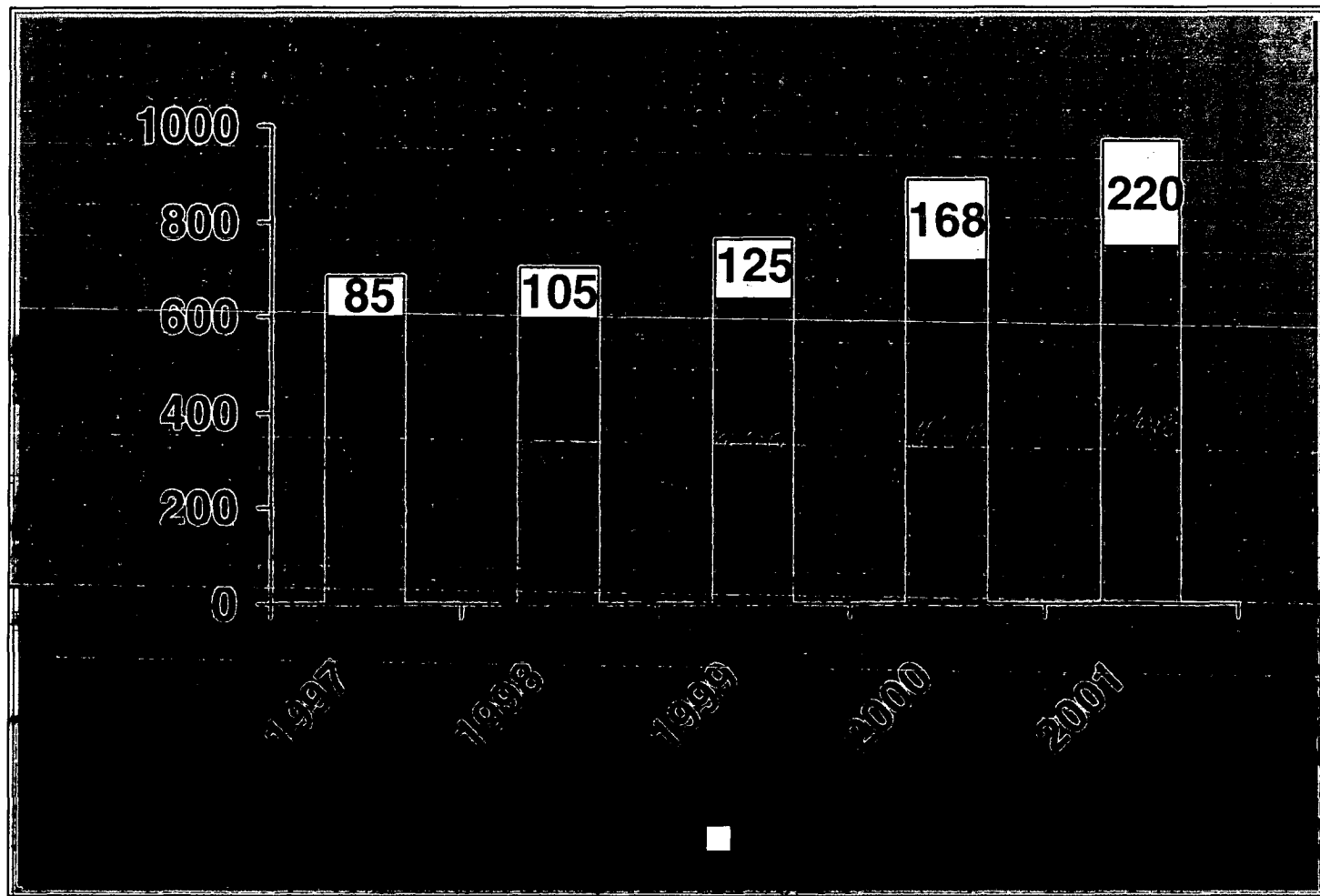
Dan Hyde, Manager

- 🚌 Maintain City Vehicles and Equipment
- 🚌 Operate 4 maintenance facilities and 11 fueling sites
- 🚌 Downtown Transportation Center
- 🚌 Trolley Service



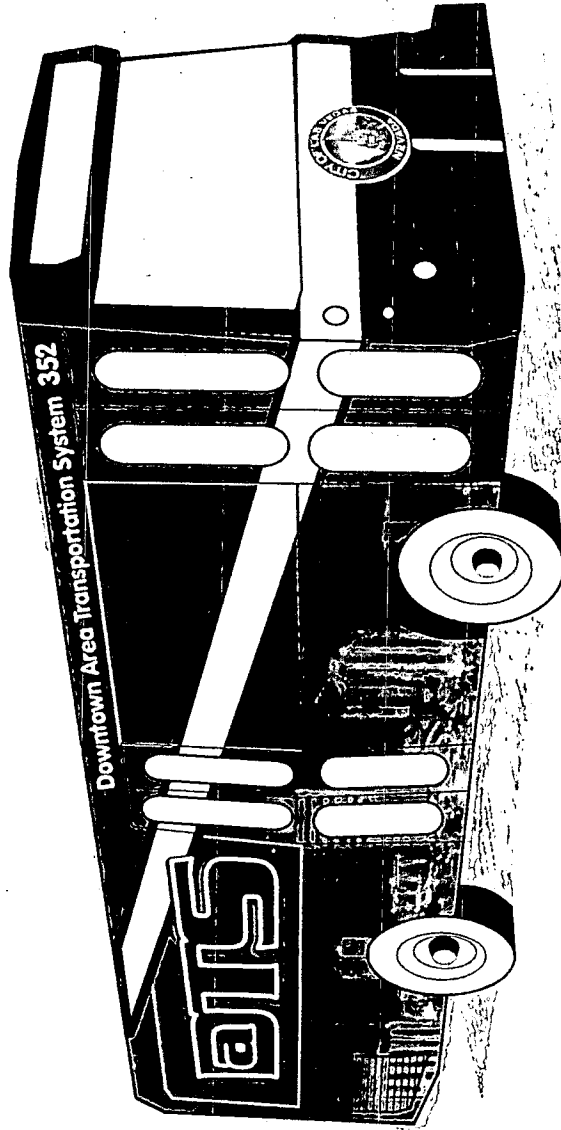
Fleet and Transportation Services

Vehicle Maintenance



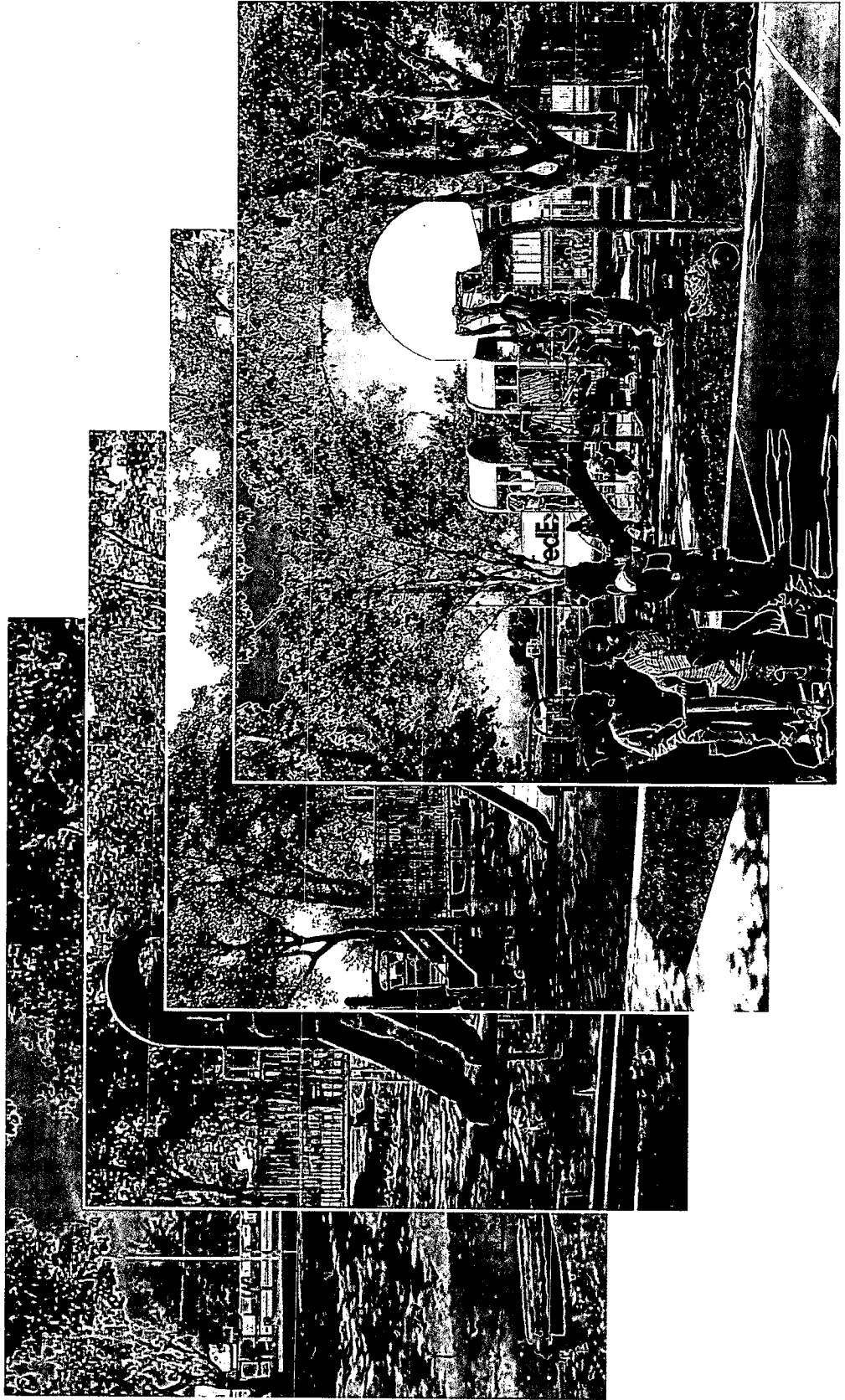
Fleet and Transportation Services

Trolley Services



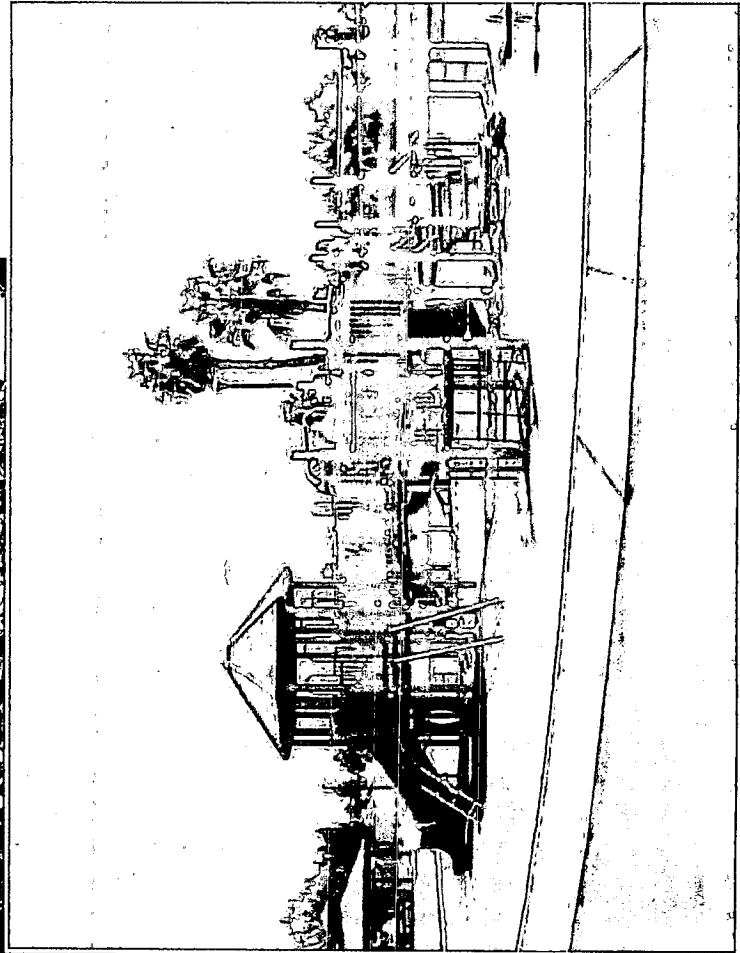
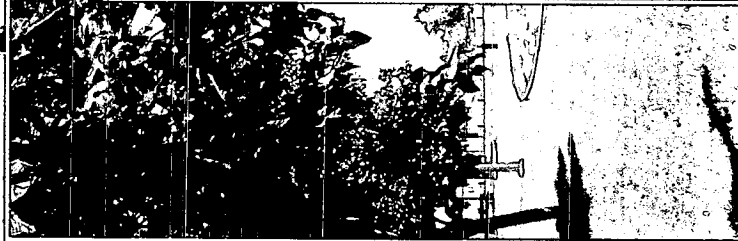
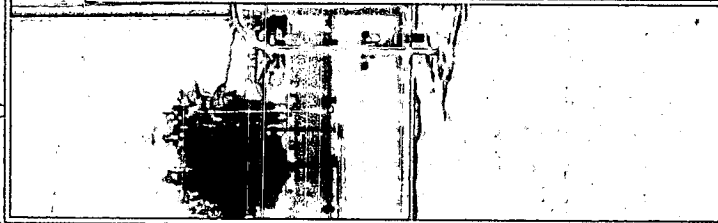
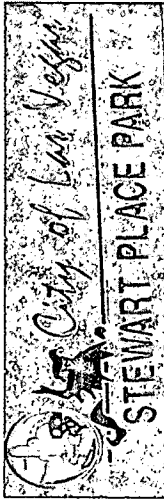
Field Operations' Projects

Park Renovations – Fitzgerald Park



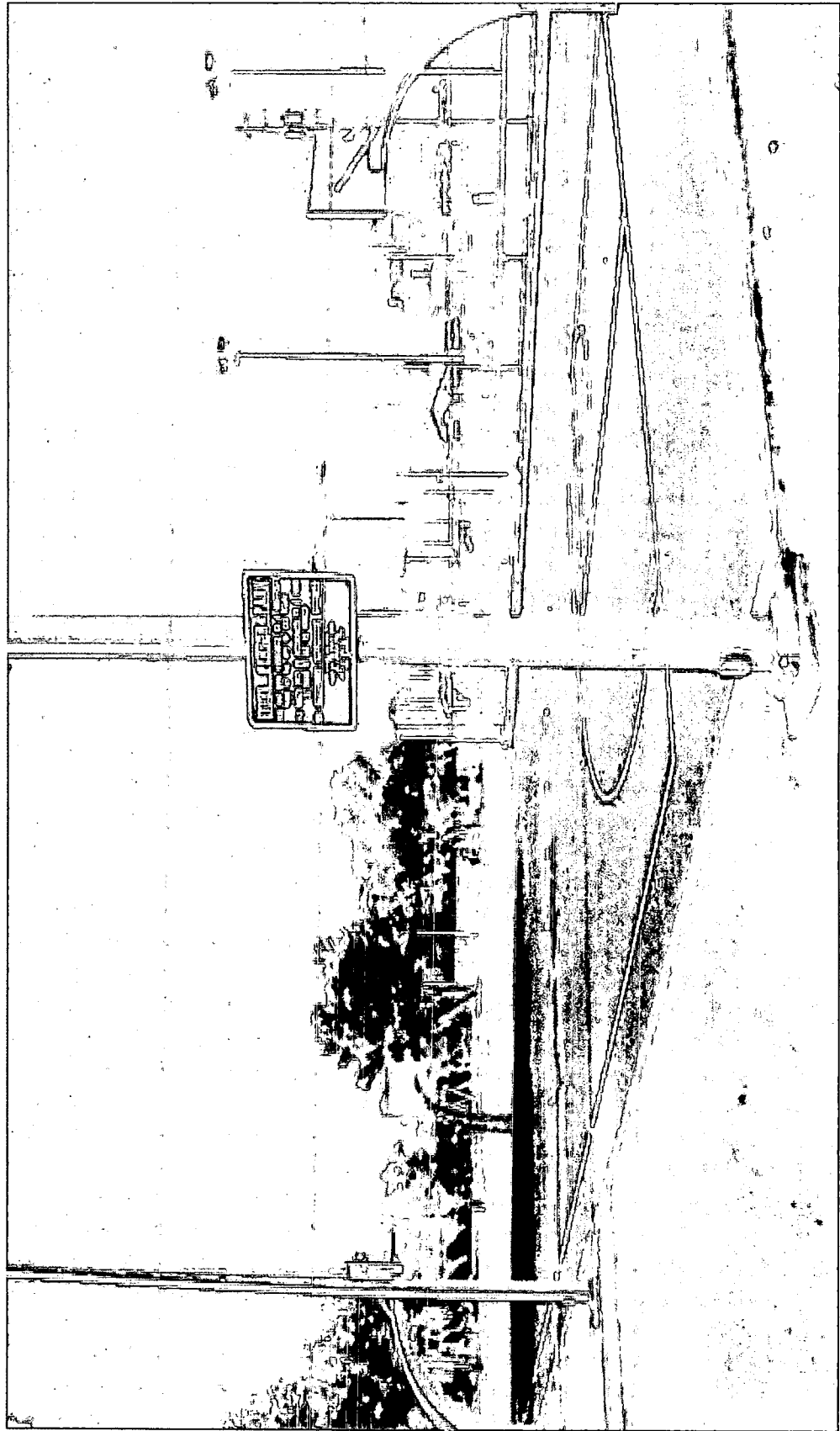
Field Operation Projects

Park Renovations – Stewart Place Park

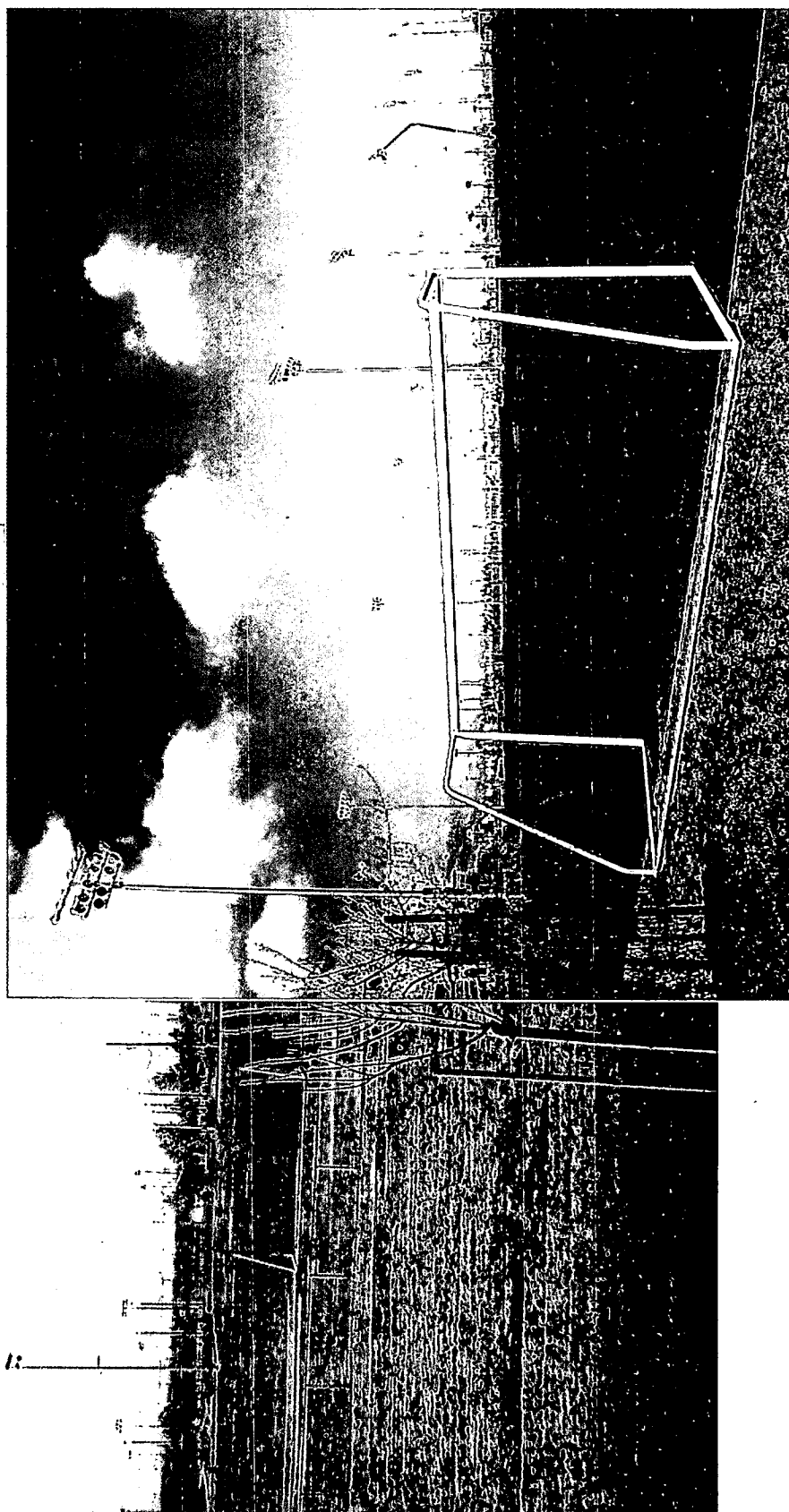


Field Operations' Projects

Park Renovations – Ethel Pearson

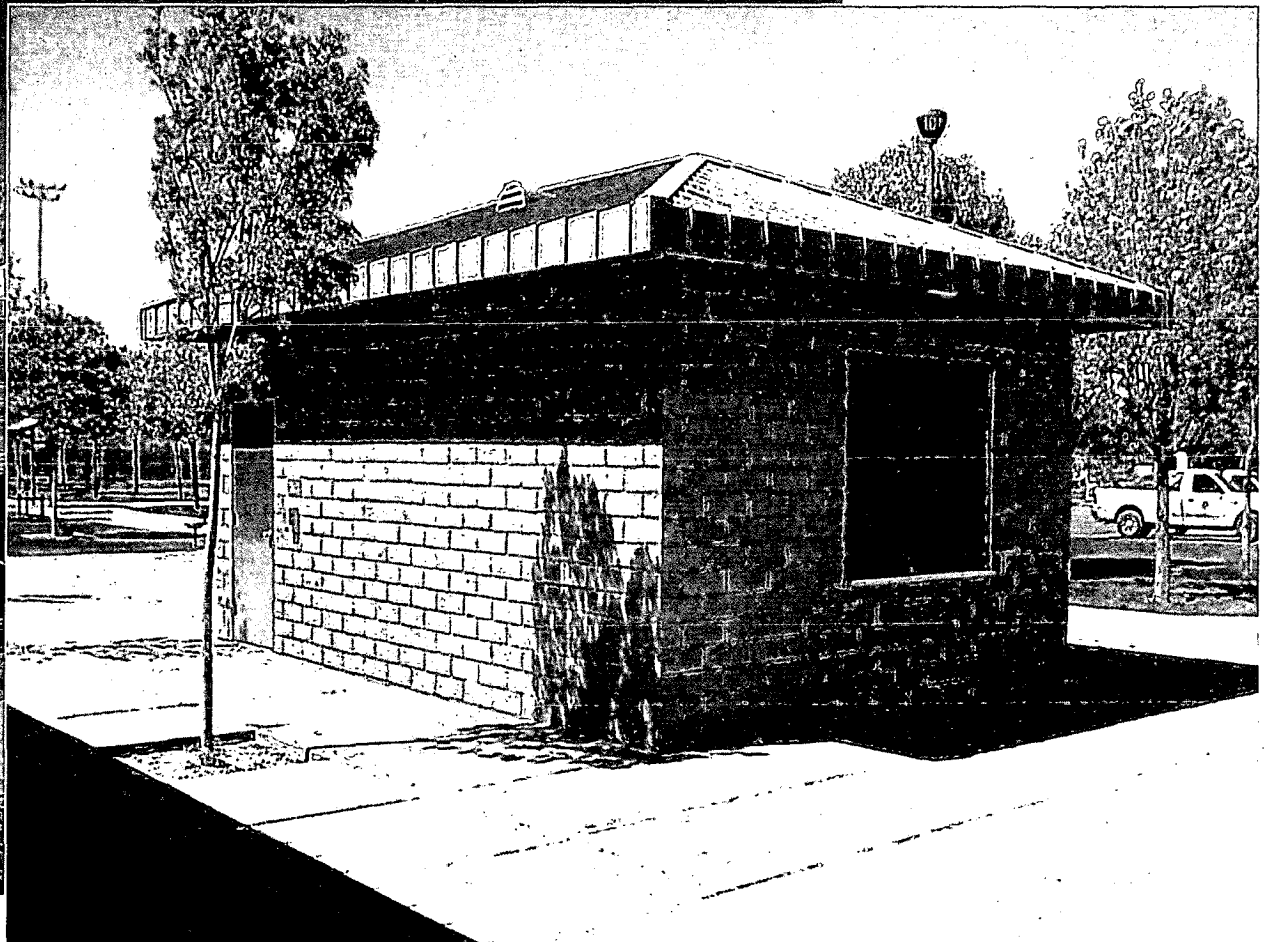


Field Operations



Field Operations' Projects

Small Construction



Field Operations' Projects

Neighborhood Renaissance



\$196K Savings

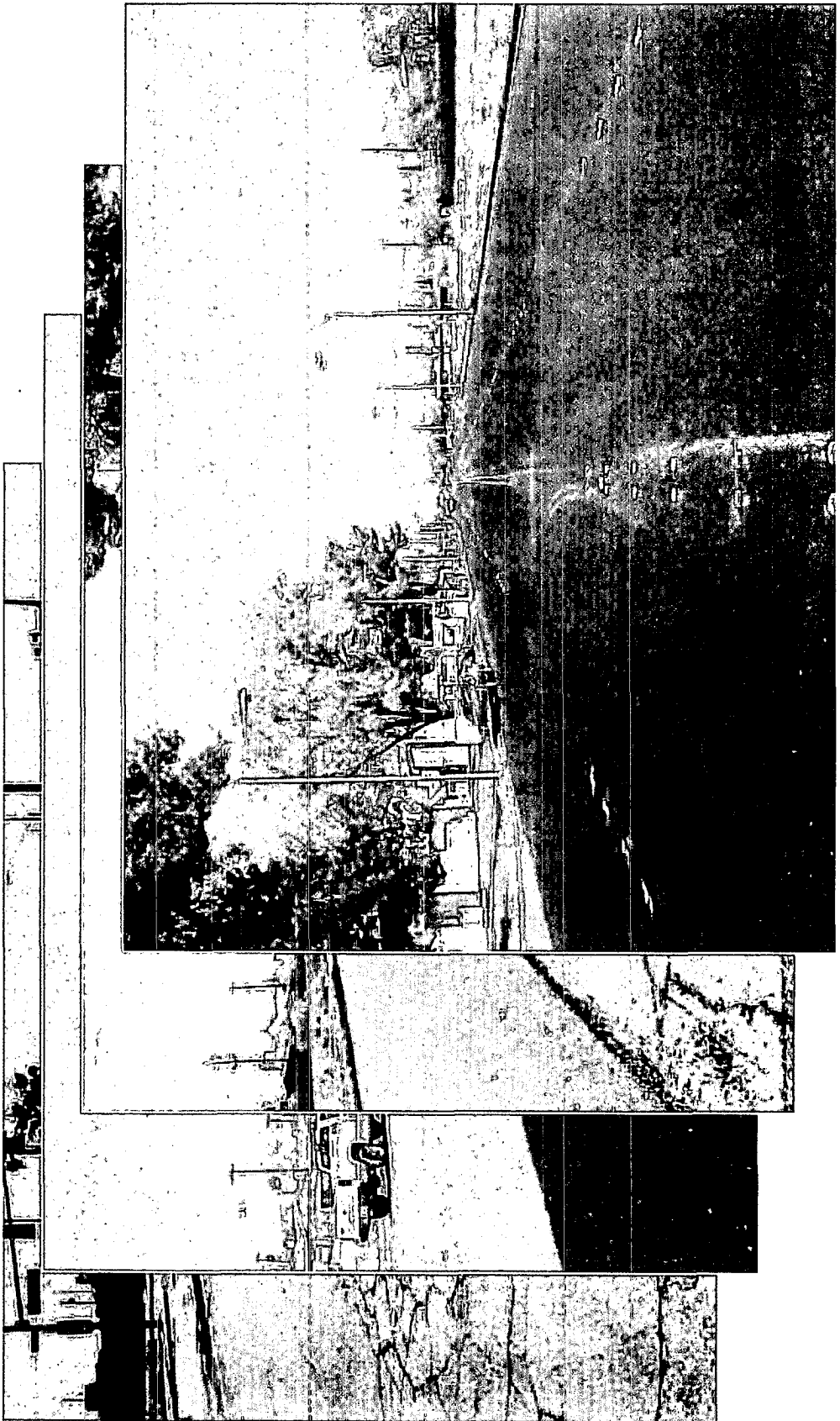
Field Operations' Projects

Stewart Avenue Parking Garage



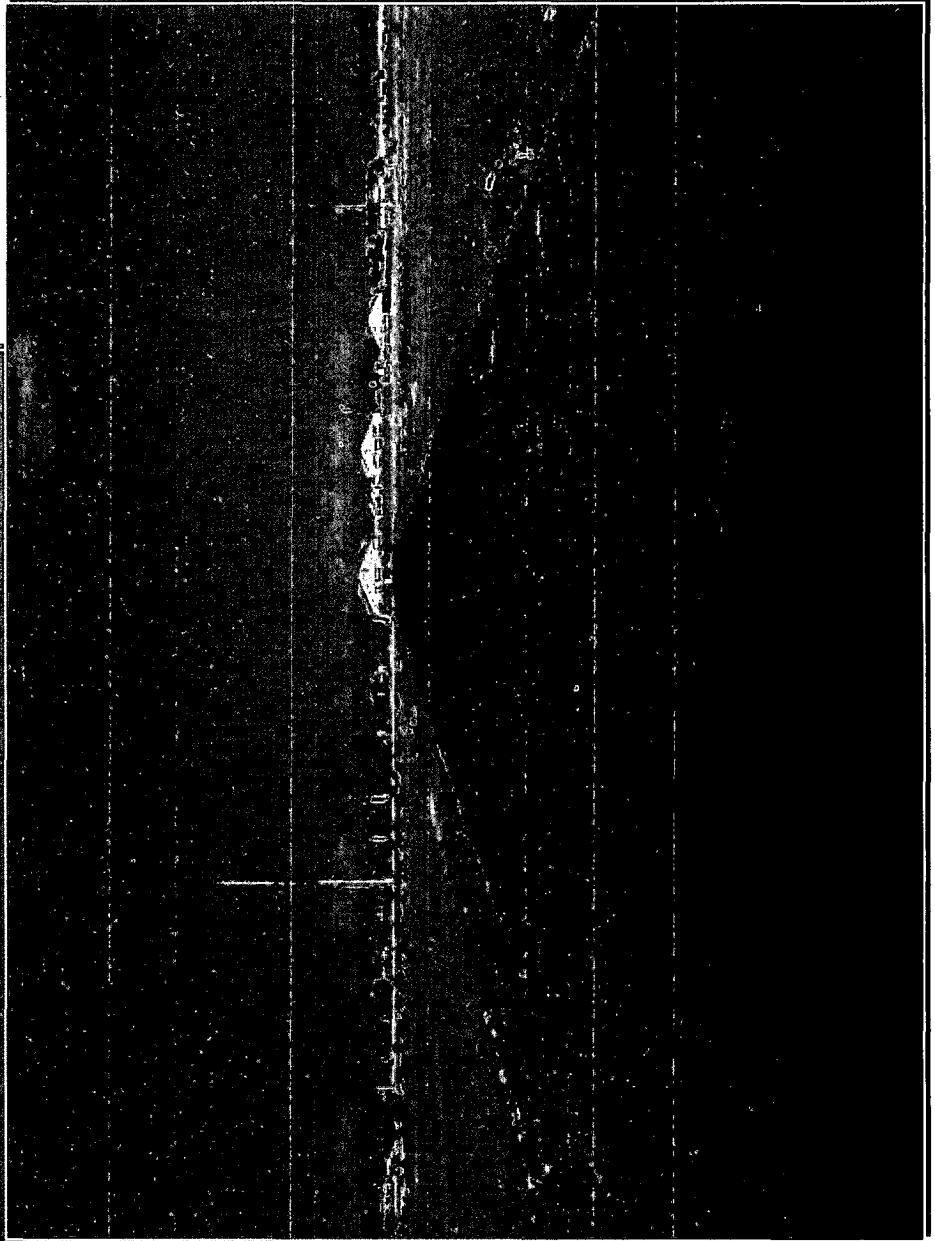
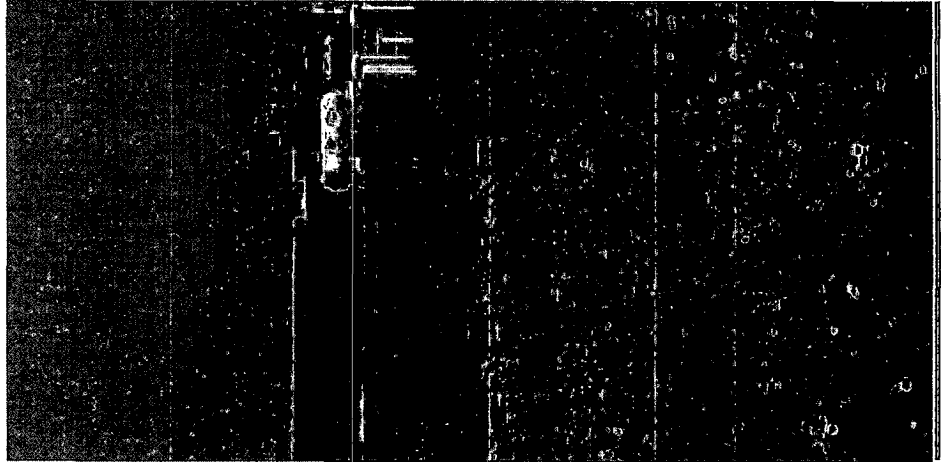
Field Operations' Projects

H Street



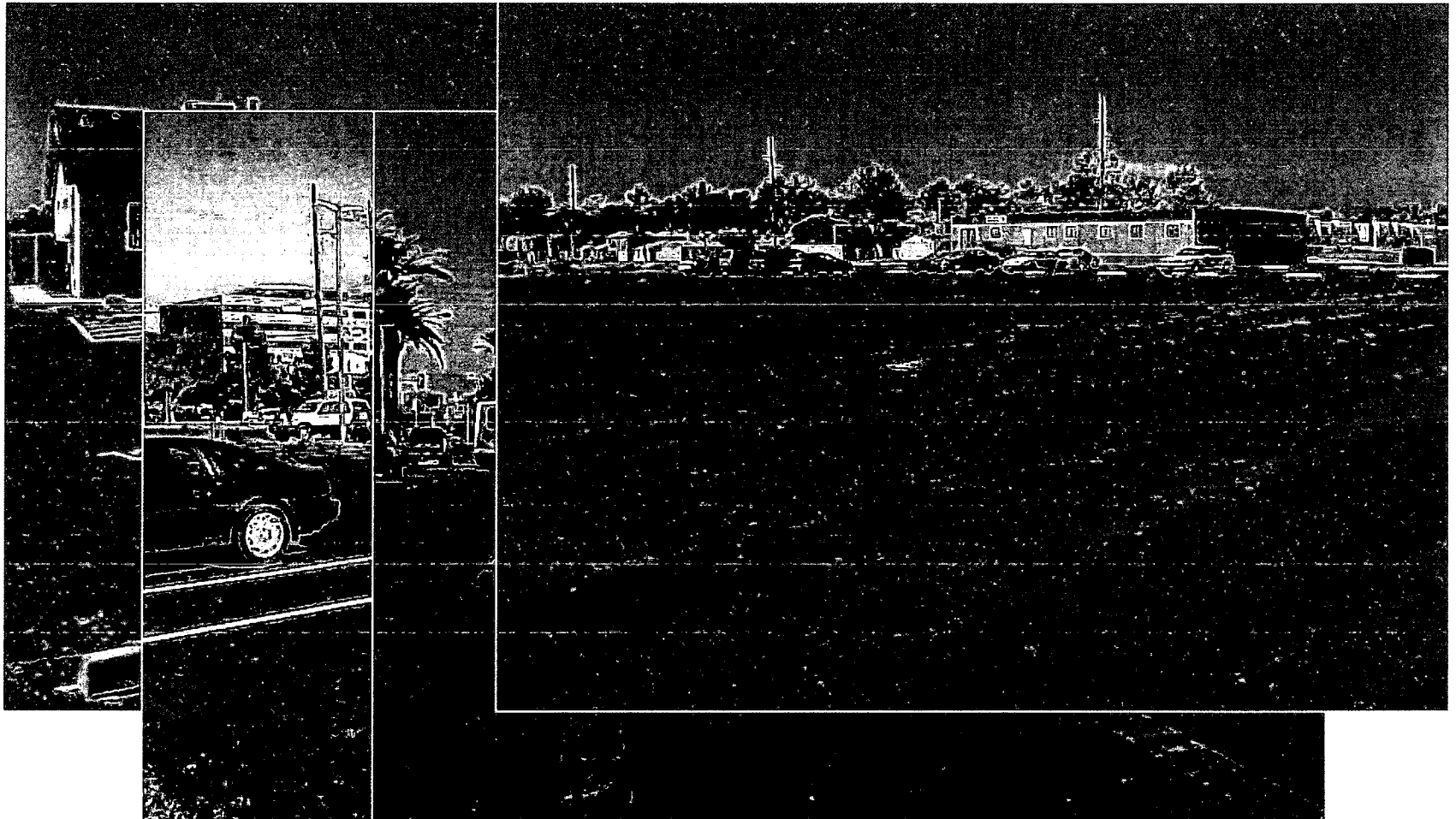
Field Operations' Projects

Pavement for Dust Control (PM10)



Field Operations' Projects

Parking Lots



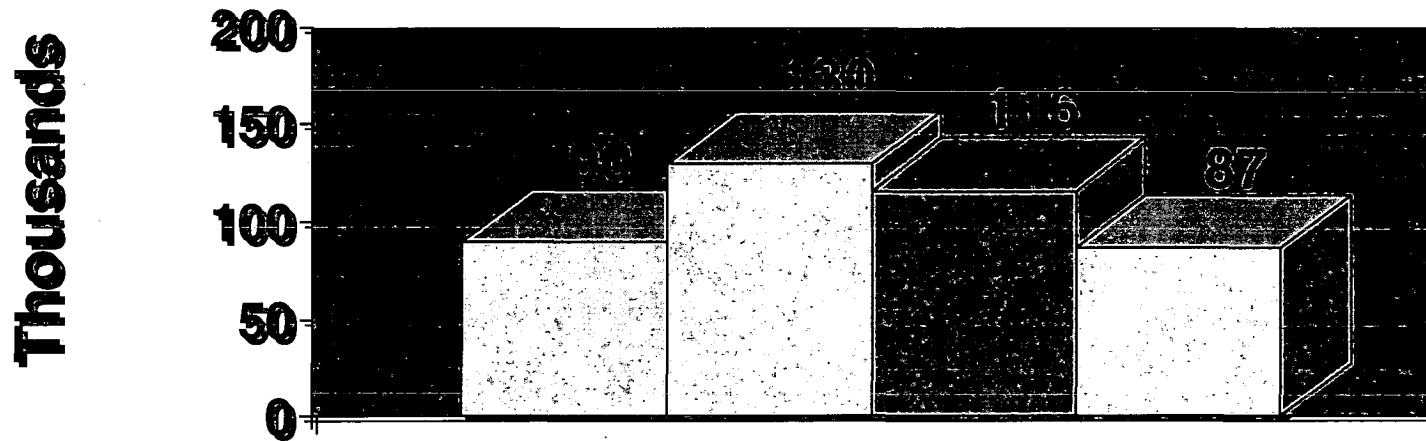


Field Operations' Projects



Energy Conservation

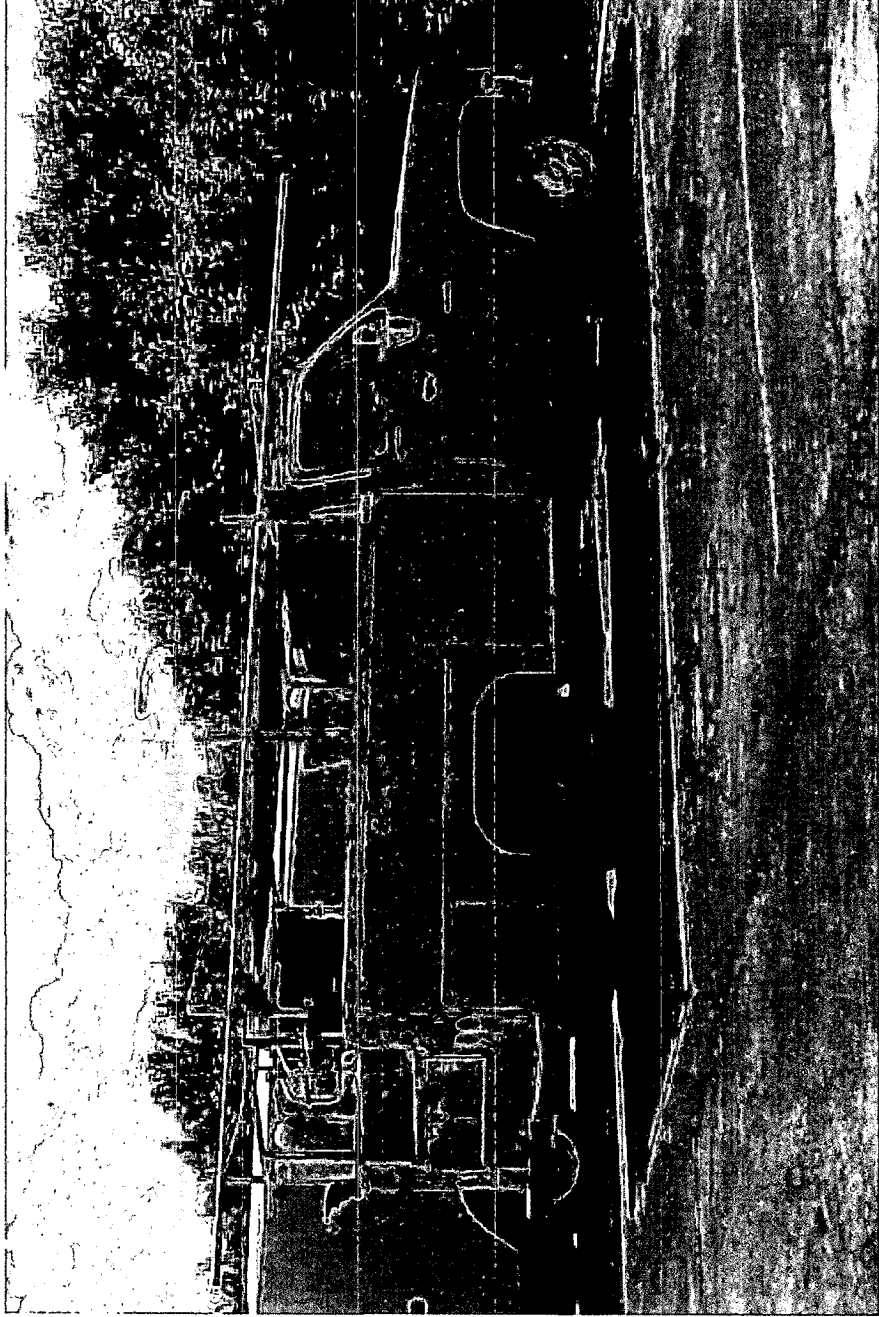
■ City Hall ■ City Facilities ■ Parks ■ Traffic Signals



\$423K Savings

Revenue

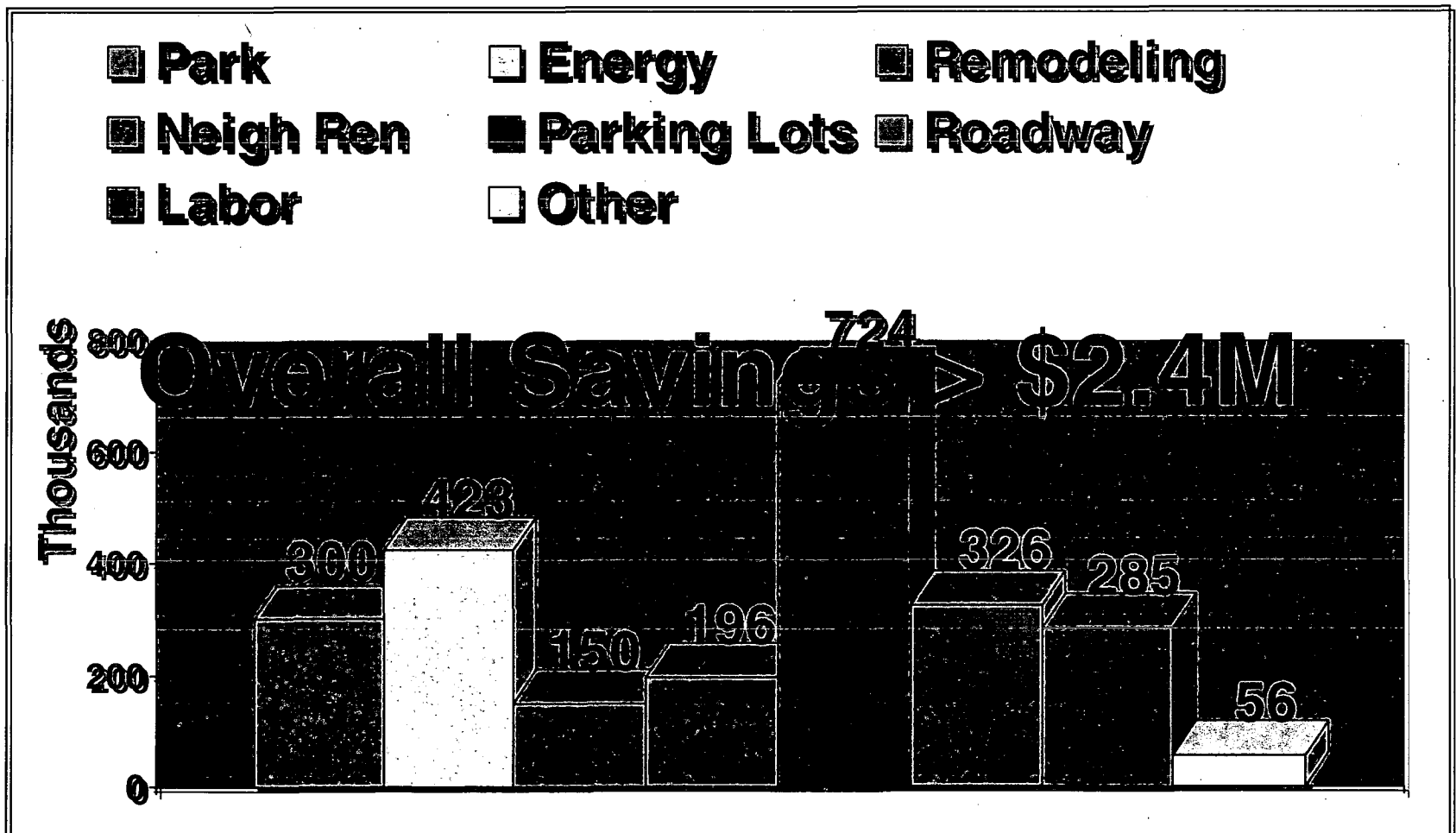
Las Vegas Housing Authority



\$30K Net Revenue

Department of Field Operations

Departmental Savings



City of Las Vegas

Agenda Item No. 81

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: MAY 16, 2001****DEPARTMENT: FINANCE AND BUSINESS SERVICES****DIRECTOR: MARK R. VINCENT**☐**CONSENT**☒**DISCUSSION****SUBJECT:**

Discussion and possible action regarding Temporary Approval of Change of Ownership and Business Name for a Package Liquor License, From: Raleys, a California Corporation, dba Food Source Store #133 (non-operational), Michael J. Teel, Dir, Pres, CEO, William W. Anderson, Treas, CFO, Neil J. Doerhoff, Secy, Joyce N. Teel, Dir, Co-Chair, Bd of Dir, James E. Teel, Dir, Co-Chair, Bd of Dir, Charles L. Collings, Dir, Teel Family Trust, 100%, James E. Teel, Trustor, Trustee, Joyce N. Teel, Trustor, Trustee, To: E & T Produce Co., LLC, dba King Ranch Market #9, 1570 North Eastern Ave., Aner J. Iglesias, Mmbr, 50%, William P. Miguel, Mmbr, 25 %, Constantino Miguel, Mmbr, 25% - Ward 5 (Weekly)

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

Discussion and possible action regarding Temporary Approval of Change of Ownership and Business Name for a Package Liquor License

RECOMMENDATION:

Recommendation to be given following discussion on the item at the City Council meeting.

BACKUP DOCUMENTATION:

Agenda Memo

Letter from William Miguel

MOTION:

WEEKLY – APPROVED as recommended – UNANIMOUS

MINUTES:

DAVE ETTER, Nevada Gaming Application Consultants, 777 Quartz Avenue, appeared with and represented the applicant, WILLIAM MIGUEL.

JIM DiFIORE, Manager, Business Services, stated that the applicant met the requirements for a temporary license. He recommended approval.

*City of Las Vegas***Agenda Item No. 81**

CITY COUNCIL MEETING OF MAY 16, 2001

Finance and Business Services

Item 81 – Discussion and possible action regarding Temporary Approval of Change of Ownership and Business Name to King Ranch Market

MINUTES – Continued:

COUNCILMAN McDONALD stated that MR. MIGUEL did a wonderful job of improving one of his shopping centers that is located on the borderline of Wards 1 and 5. However, he expressed concern about the weeds and asked him if they could meet to discuss the cleanup. MR. MIGUEL agreed to meet with COUNCILMAN McDONALD and noted that some landscape improvements had already been made.

There was no further discussion.

(9:56 – 10:35)

1-1697

*City of Las Vegas***AGENDA MEMO****CITY COUNCIL MEETING DATE: MAY 16, 2001****DEPARTMENT: FINANCE AND BUSINESS SERVICES****ITEM DESCRIPTION: Discussion and possible action regarding Temporary approval of Change of Ownership and Business Name for a Package Liquor License, To: E & T Produce Co., LLC, dba King Ranch Market #9, 1570 North Eastern Ave.**

The applicant is requesting approval of a temporary license as provided by LVMC 6.02.070(E) as amended July 13, 1998. This subsection was amended to read as follows:

..."The provisions of this Section authorizing the issuance of a temporary business license do not apply to any business subject to the provisions of Chapter 6.06 of this Title or to any business which requires formal approval by the City Council unless:

...(2) All principals required to be approved for suitability have submitted a complete investigation packet for determination of suitability and paid all applicable investigative fees;

(3) The Director makes a preliminary finding that all of the principals of the business are suitable; and

(4) The City Council approves the issuance of a temporary business license."

The attached letter dated April 19, 2001 from William Miguel, Member, 25% membership interest, outlines the request for temporary license.

The applicants submitted all of the required documentation and paid all applicable fees for investigation on April 12, 2001. These principals have been investigated and found suitable to hold a liquor license at King Ranch Market #6, 840 North Decatur Boulevard, on April 27, 1998. The Las Vegas Metropolitan Police Department, Special Investigations Section, to this point in their investigation, have produced no negative information that would preclude these applicants from being approved for a temporary liquor license pending completion of the suitability investigation.

In the event the Special Investigations Section, Las Vegas Metropolitan Police Department, should develop an area of concern with this individual this item will be brought back before the Council for appropriate action.

E&T FOODS INC. • E&T PRODUCE CO., L.L.C. • KING RANCH MARKETS

April 19, 2001

Mr. Eddie Raines
City of Las Vegas
Dept. of Finance and Business License

Subject: Request for Temporary Packaged Liquor License for King Ranch Market #9
1570 N. Eastern Ave., Las Vegas, NV

Dear Mr. Raines,

We are kindly requesting a temporary packaged liquor license be granted for the above-referenced location.

First, although the sublease on the property was signed in January, the purchase agreement for the liquor license from Raley's didn't happen until February 8, 2001, and we were unable to take possession of the property until early March. Raley's/Food Source did not vacate the property until February 22, 2001.

The processing of application was started once the deal to obtain this location was secured. This process was done along with the effort to prepare the store to meet all city codes and inspections. We had originally anticipated working on the Nellis/Harris store when this new location arose.

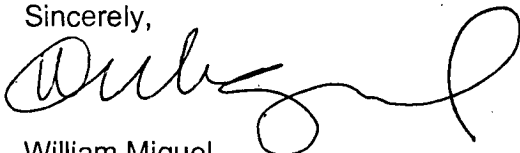
As we stated in our applications, the funds for this store are coming from operating funds generated from the 840 Decatur Blvd. store that has been opened since 1998. We have held a packaged liquor license at that location since opening with no problems.

Kindly consider our request for the Temporary License because we are planning to open the Eastern store on or about May 1, 2001. We have gone to great measures to try to put this store together on a very short timeframe. Opening the store without the packaged liquor would be very detrimental to our efforts. The customers will not see the packaged liquor that is customary in grocery stores in the Las Vegas Area. Also, we will need to generate funds as quickly as possible in order to maintain this store through its initial operating period and to give the store the best chance to succeed.

If we can obtain your approval for a temporary license it will help us to ensure that this project will succeed by generating the operating capital we need and help us to keep customers who might otherwise not return. Our goal is to make the stores we open succeed for everyone concerned.

We respectfully request your consideration of this request and thank you in advance for such consideration.

Sincerely,



William Miguel
VP Corporate Operations

cc: Peggy Eder
Nevada Gaming Application Consultants

City of Las Vegas

Agenda Item No. 82

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 16, 2001

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

Discussion and possible action regarding Temporary Approval of a new Class II Secondhand Dealer License subject to the provisions of the planning and fire codes, Gilbert Levy, dba G & G Liquidators, 401 West Bonanza Rd., Gilbert Z. Levy, 100% - Ward 5 (Weekly)

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

Discussion and possible action regarding Temporary Approval of a new Class II Secondhand Dealer License

RECOMMENDATION:

Recommend approval subject to the provisions of the planning and fire codes

BACKUP DOCUMENTATION:

Agenda Memo

Letter from Gilbert Levy

Map

MOTION:

WEEKLY – APPROVED as recommended – UNANIMOUS

MINUTES:

The applicant was present.

JIM DiFIORE, Manager, Business Services, stated that the applicant met the requirements for a temporary license. He recommended approval.

There was no further discussion.

(10:37 - 10:39)

2-21

*City of Las Vegas***AGENDA MEMO****CITY COUNCIL MEETING DATE: MAY 16, 2001****DEPARTMENT: FINANCE AND BUSINESS SERVICES****ITEM DESCRIPTION: Discussion and possible action regarding Temporary Approval of a new Class II Secondhand Dealer License subject to the provisions of the planning and fire codes, Gilbert Levy, dba G & G Liquidators, 401 West Bonanza Rd.**

The applicant is requesting approval of a temporary license as provided by LVMC 6.02.070(E) as amended July 13, 1998. This subsection was amended to read as follows:

..."The provisions of this Section authorizing the issuance of a temporary business license do not apply to any business subject to the provisions of Chapter 6.06 of this Title or to any business which requires formal approval by the City Council unless:

...(2) All principals required to be approved for suitability have submitted a complete investigation packet for determination of suitability and paid all applicable investigative fees;

(3) The Director makes a preliminary finding that all of the principals of the business are suitable; and

(4) The City Council approves the issuance of a temporary business license."

The attached letter dated April 13, 2001 from Gilbert Z. Levy, 100%, outlines the request for temporary license.

The applicant submitted all of the required documentation and paid all applicable fees for investigation on April 26, 2001. This principal has been investigated and found suitable to hold a Class II secondhand dealer license at G & G Liquidators, 5560 East Lake Mead Boulevard in Clark County. The Las Vegas Metropolitan Police Department, Special Investigations Section, to this point in their investigation, have produced no negative information that would preclude these applicants from being approved for a temporary secondhand dealer license pending completion of the suitability investigation.

In the event the Special Investigations Section, Las Vegas Metropolitan Police Department, should develop an area of concern with this individual this item will be brought back before the Council for appropriate action.

Gilbert Z. Levy
G & G Liquidators
Mailing Address -
8037 Yucca Springs Dr.
Las Vegas, N.V. 89129

April 13, 2001

City Of Las Vegas
Privilege License Department.

To Whom it may concern,

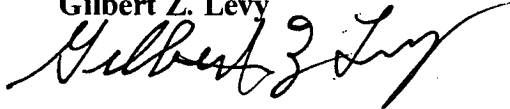
I'am requesting in writting a temporary license to conduct business at 401 W. Bonanza Rd. Las Vegas,NV till I'am approved by the City Of Las Vegas. I presently have a Class II Second Hand license with the County G& G Liquidators Gilbert Z. Levy at 5560 E. Lake Mead Bl. Las Vegas, NV. I'am also the owner of the property at 5560 E. Lake Mead Bl.

I have just purchased the property at 401 W. Bonanza Rd. Las Vegas NV. from Goleta National Bank out of bankrupcy I closed Escrow on March 30, 2001 on 401 W. Bonanza Rd. Las Vegas NV. And I Would like to be able to do business at second location of G & G Liquidators at 401 W. Bonanza Rd. Las Vegas, NV.

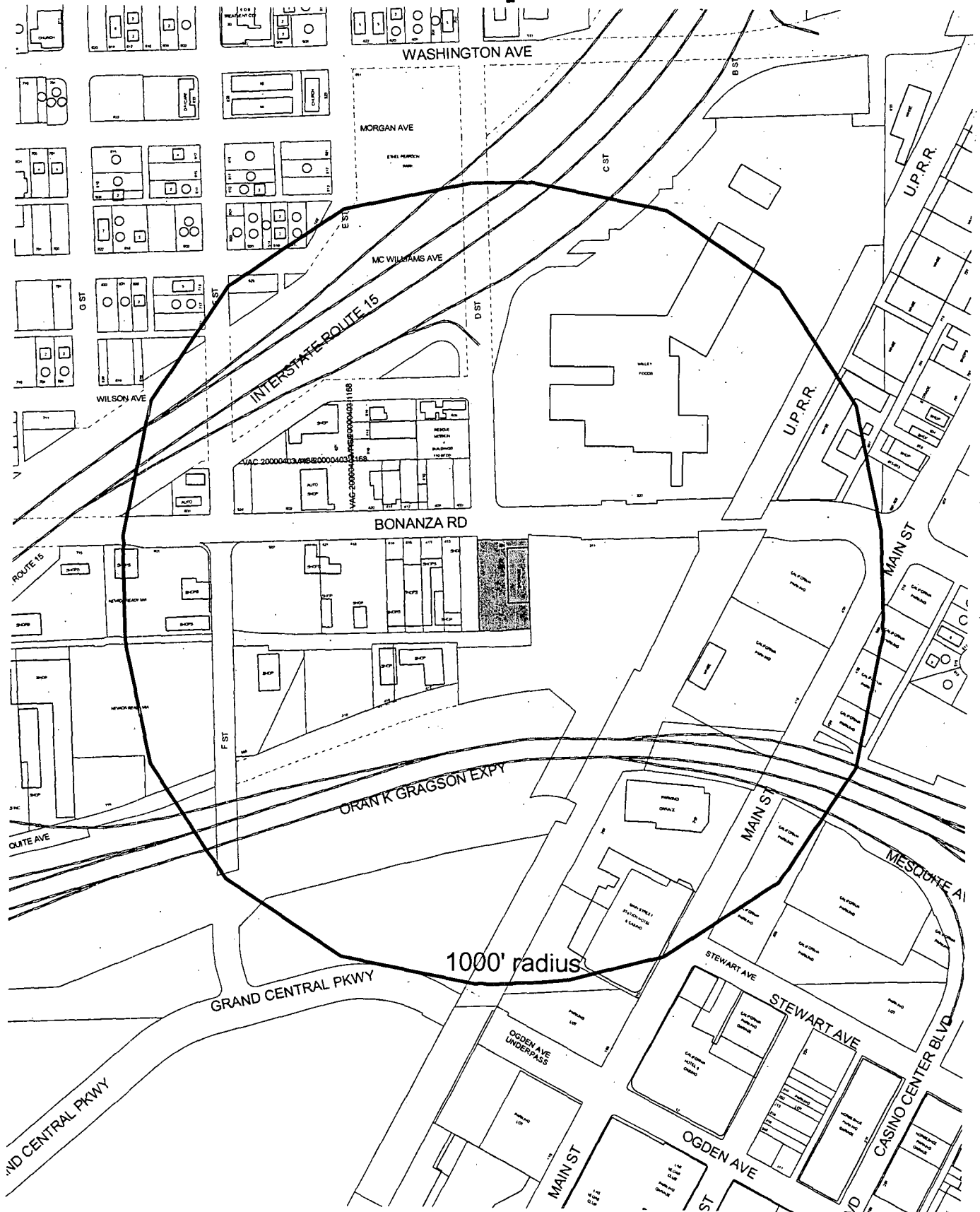
Would you please consider giving me a temporary license till I'am approved by the City Of Las Vegas to do business at 401 W. Bonanza. Thank You.

Sincerely Yours,

Gilbert Z. Levy



G & G Liquidators



City of Las Vegas

Agenda Item No. 83

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: MAY 16, 2001****DEPARTMENT: FINANCE AND BUSINESS SERVICES****DIRECTOR: MARK R. VINCENT**☐**CONSENT**☒**DISCUSSION****SUBJECT:**

Discussion and possible action regarding Change of Location and Business Name for a Psychic Art and Science License, Shirley Stevens, dba From: Readings by Shirley Stevens, 1924 East Charleston Blvd., To: Psychic Gallery, 1717 South Decatur Blvd., Booth B-6, Shirley Stevens, 100% [NOTE: Item to be heard in the afternoon session in conjunction with Item #127 - Special Use Permit U-0036-01] - Ward 1 (M. McDonald)

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

Discussion and possible action regarding Change of Location and Business Name for a Psychic Art and Science License

RECOMMENDATION:

Recommend approval subject to approval of Special Use Permit U-0036-01 and conditions attached

BACKUP DOCUMENTATION:

None

MOTION:

M. McDONALD – APPROVED as recommended – UNANIMOUS

MINUTES:

SHIRLEY STEVENS, 1717 South Decatur Boulevard, was present.

NOTE: See Item 127 (U-0036-01) for related discussion.

(4:02 - 4:07)

6-510

City of Las Vegas

Agenda Item No. 84

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: MAY 16, 2001****DEPARTMENT: FINANCE AND BUSINESS SERVICES****DIRECTOR: MARK R. VINCENT**☐**CONSENT**☒**DISCUSSION****SUBJECT:**

Discussion and possible action regarding Temporary Approval of a new Independent Massage Therapist License subject to the provisions of the fire codes, Xiao Ping Wang, dba Xiao Ping Wang, 1705 Hills of Red Dr., #104, Xiao P. Wang, 100% - Ward 4 (Brown)

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

Discussion and possible action regarding Temporary Approval of a new Independent Massage Therapist License

RECOMMENDATION:

Recommendation to be given following discussion on the item at the City Council meeting

BACKUP DOCUMENTATION:

Agenda Memo

Letter from Xiao Wang

MOTION:

BROWN – APPROVED as recommended – UNANIMOUS with GOODMAN abstaining to avoid any conflict because his friend knows the applicant

MINUTES:

The applicant was present, accompanied by an interpreter.

JIM DiFIORE, Manager, Business Services, stated that the applicant met the requirements for a temporary license. He recommended approval.

There was no further discussion.

(10:39 - 10:40)

2-80

*City of Las Vegas***AGENDA MEMO****CITY COUNCIL MEETING DATE: MAY 16, 2001****DEPARTMENT: FINANCE AND BUSINESS SERVICES****ITEM DESCRIPTION: Discussion and possible action regarding Temporary Approval of a new Independent Massage Therapist License subject to the provisions of the fire codes, Xiao Ping Wang, dba Xiao Ping Wang, 1705 Hills of Red Dr., #104**

The applicant is requesting approval of a temporary license as provided by LVMC 6.02.070(E), which reads as follows:

..."The provisions of this Section authorizing the issuance of a temporary business license do not apply to any business subject to the provisions of Chapter 6.06 of this Title or to any business which requires formal approval by the City Council unless:

...(2) All principals required to be approved for suitability have submitted a complete investigation packet for determination of suitability and paid all applicable investigative fees;

(3) The Director makes a preliminary finding that all of the principals of the business are suitable; and

(4) The City Council approves the issuance of a temporary business license."

The attached letter dated April 30, 2001 from the applicant outlines the request for temporary license.

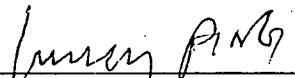
The applicant submitted all of the required documentation and paid all applicable fees for investigation on April 30, 2001. Although Ms. Wang has not been investigated previously by the Las Vegas Metropolitan Police Department, the Special Investigations Section advised that, to this point in their investigation, they have produced no negative information that would preclude this applicant from being approved for a temporary independent massage therapist license pending completion of the suitability investigation.

In the event the Special Investigations Section, Las Vegas Metropolitan Police Department, should develop an area of concern with this individual this item will be brought back before the Council for appropriate action.

30 April 2001

City of Las Vegas
400 E. Stewart Avenue
Las Vegas, NV 89101

The undersigned, Xiao Ping Wang, hereby requests that she be given a temporary license to work as an independent massage therapist, pending processing of full paperwork due to exigent economic and other circumstances, and that same be placed on the agenda for 16 May 2001.



Xiao Ping Wang

City of Las Vegas

Agenda Item No. 85

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 16, 2001

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☐

CONSENT

☒

DISCUSSION

SUBJECT:

Discussion and possible action regarding approval of a new Teenage Dance License subject to the provisions of the fire codes, The Black Hole, Inc., dba The Black Hole, Inc., 2828 Highland Dr., Cristo Fernandez, Dir, Pres, Secy, Treas, 95% - Ward 3 (Reese)

Fiscal Impact☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division:

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

Discussion and possible action regarding approval of a new Teenage Dance License.

RECOMMENDATION:

Recommendation to be given following discussion on the item at the City Council meeting

BACKUP DOCUMENTATION:

Map

MOTION:

REESE – APPROVED subject to the following conditions:

- 1) The applicant must maintain compliance with all applicable parking requirements;
- 2) The applicant must maintain compliance with occupancy load requirements and the posting of such, including having an accurate count of attendance at any time during an inspection by the Las Vegas Metropolitan Police Department or Business Services;
- 3) One security officer for each 100 attendees must be present in the parking lot following a dance to ensure the safety of the minors and the responsibility of cleanup for the event;
- 4) No alcoholic beverages will be allowed at The Black Hole, either catered or permitted, to be consumed on the premises;
- 5) No items will be permitted to be sold in or on the premises of The Black Hole which are commonly found to encourage or enhance the use of illegal drugs; such as: baby pacifiers, nitrous oxide, vapor rub, and surgical masks;

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

CITY COUNCIL MEETING OF MAY 16, 2001

Finance and Business Services

Item 85 – Teenage Dance License – The Black Hole, Inc.

MOTION -- Continued:

6) Any incidents where the Las Vegas Metropolitan Police Department is called to the property must be reported to Business Services within 48 hours in writing, describing the nature of the call;

7) Compliance with all Business License and police codes; and

8) A 90-day review after the license has been issued.

UNANIMOUS

MINUTES:

CRISTO FERNANDEZ, The Black Hole, Inc., 2828 South Highland Drive, was present.

JIM DiFIORE, Manager, Business Services, stated that the subject location, which used to house Camilo's Bar and Restaurant, is pending investigation of that tavern license. MR. FERNANDEZ'S lease with the landlord is for a specified period of time, possibly until October 1, 2001. If the tavern license is not approved at that time, then it will be extended to December 1, 2001.

As this is the second teenage dance license before the Council this year, MR. DiFIORE listed the conditions he would like imposed on the licensee. Since one of the eight conditions includes the prohibition of sale of baby pacifiers, COUNCILMAN McDONALD asked MR. DiFIORE to explain why they contribute to drug paraphernalia. MR. DiFIORE explained that the pacifiers are commonly used for the illegal drug known as ecstasy. The pacifiers prevent the teeth from clenching together, which is an outcome of the use of ecstasy.

COUNCILMAN McDONALD asked if there is a distance requirement between adult businesses and teenage dance establishments. MR. DiFIORE answered that there is a 500-foot distance requirement, measured from door to door in a straight-line fashion. The subject establishment meets that requirement.

MAYOR GOODMAN confirmed with MR. FERNANDEZ that he understood the conditions and was in concurrence.

COUNCILMAN REESE thanked MR. DiFIORE for his insight in putting the conditions together.

There was no further discussion.

(10:40 - 10:45)

2-121

The Black Hole, Inc.



0 80 160 Feet

85



City of Las Vegas

Agenda Item No. 86

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: MAY 16, 2001****DEPARTMENT: FINANCE AND BUSINESS SERVICES****DIRECTOR: MARK R. VINCENT**☐**CONSENT**☒**DISCUSSION****SUBJECT:**

ABEYANCE ITEM - Discussion and possible action regarding Change of Location for a Beer/Wine/Cooler Off-sale Liquor License, Son & Son, dba Jackson Market, From: 1312 F Street, Suite D, To: 1218 D Street, Ki S. Son, Co-owner, 50%, Suk C. Son, Co-owner, 50% - Ward 5 (Weekly)

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

Discussion and possible action regarding Change of Location for a Beer/Wine/Cooler Off-sale Liquor License

RECOMMENDATION:

Recommendation to be given following discussion on the item at the City Council meeting

BACKUP DOCUMENTATION:

None

MOTION:

WEEKLY – DENIED – motion carried with GOODMAN and BROWN voting NO

MINUTES:

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

APPEARANCES:

DAVE CROSBY, Attorney, 711. S. 8th Street, representing the Sons

JIM DiFIORE, Manager, Business Services

ED NEWBERRY, Southern Wines and Spirits

KEN LICENRING, Nevada Beverage Company

GARY HUNTER, Pastor, 316 Madison, the Greater Saint James Baptist Church

DALE LEWIS, 4830 West Montera Circle,

BRAD JERBIC, City Attorney

JOHN REDLEIN, Assistant City Attorney

PAUL PAGE, SERGEANT, Las Vegas Metropolitan Police Department

MR. AND MRS. SON

SUNNY HONG, Certified Court Interpreter

City of Las Vegas

Agenda Item No. 86

CITY COUNCIL MEETING OF MAY 16, 2001

Finance and Business Services

Item 86 – Discussion and possible action regarding Change of Location for a Beer/Wine/Cooler Off-sale Liquor License, Son & Son, dba Jackson Market

MINUTES – Continued:

NOTE: MAYOR GOODMAN requested that he and COUNCILMEN WEEKLY and REESE have a meeting with representatives from the Las Vegas Metropolitan Police Department to address some of the issues that have stemmed from this matter.

(10:45 – 12:16)

2-253

CITY COUNCIL MINUTES
MEETING OF
MAY 16, 2001

Page 1

VERBATIM TRANSCRIPT: ITEM NO. 86 – ABEYANCE ITEM – DISCUSSION AND POSSIBLE ACTION
REGARDING CHANGE OF LOCATION FOR BEER/WINE/COOLER OFF-SALE LIQUOR LICENSE, SON &
SON, DBA JACKSON MARKET, FROM: 1312 F STREET, SUITE D, TO: 1218 D STREET

MAYOR GOODMAN

Item 86, discussion and possible action regarding change of location for beer/wine/cooler off-sale liquor license for Son & Son, doing business as the Jackson Market, from 1312 F Street, Suite D, to 1218 D Street. All right. Is Mr. Crosby here? All right.

Okay. This is what we're gonna to do. We're going to try to afford you all the due process that you need. You have to recognize we have a busy agenda here. So, I would appreciate – How much time do you think you need for your presentation? I'm going to have you go first because I believe you have the burden.

ATTORNEY DAVE CROSBY

I think our presentation can probably be made in 15 minutes.

MAYOR GOODMAN

Okay. We'll limit it to 15 minutes, then. And then after your presentation is completed, then Mr. DiFiore will be able to comment and Metro will be able to comment and we'll make our decision from that.

COUNCILMAN BROWN

Your Honor?

MAYOR GOODMAN

Yes. Could we have the clock on, please? Yes, Sir?

COUNCILMAN BROWN

Before we start the testimony, could, either you or Mr. DiFiore frame the item that's before us today?

MAYOR GOODMAN

Very good. I'll ask Mr. DiFiore to do that.

JIM DiFIORE, MANAGER,
BUSINESS SERVICES

What we have here, Councilman, is a change of location for a beer/wine off-sale license for, from 1312 F Street to 1218 D Street. The applicant, Mr. Son has been in business for, I believe, seven years at the 1312 F Street and is now requesting to move that about two blocks away.

COUNCILMAN BROWN

So, it's – the liquor license change of location –

JIM DiFIORE, MANAGER,
BUSINESS SERVICES

Location.

COUNCILMAN BROWN

– that's before us today?

JIM DiFIORE, MANAGER,
BUSINESS SERVICES

That's correct.

CITY COUNCIL MINUTES
MEETING OF
MAY 16, 2001

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VERBATIM TRANSCRIPT: ITEM NO. 86 – ABEYANCE ITEM – DISCUSSION AND POSSIBLE ACTION
REGARDING CHANGE OF LOCATION FOR BEER/WINE/COOLER OFF-SALE LIQUOR LICENSE, SON &
SON, DBA JACKSON MARKET, FROM: 1312 F STREET, SUITE D, TO: 1218 D STREET

ATTORNEY DAVE CROSBY

At the outset, I would like to distribute to the Council, perhaps if staff could help me, I don't know who does this, but I have some restrictions that we have discussed with Reverend Thompson, who is the Reverend of the Philadelphia Church next door. In all fairness, we haven't discussed this with other church pastors in the area and I don't know what their feelings will be, and I suspect there may be mixed feelings in terms of these restrictions.

I would briefly point out to you that we have some restrictions. The bottom document was created by the church. The top document was created by my office.

MAYOR GOODMAN

Now, you're referring to documents, I'm not sure that we have what you're referring to.

ATTORNEY DAVE CROSBY

I just, -- Staff is passing it out, I'm distributing it.

MAYOR GOODMAN

Oh, thank you. Okay. All right.

ATTORNEY DAVE CROSBY

Now, I will basically, because of the limitations of time, I will somewhat, I will proffer evidence somewhat. First of all, we have an interpreter here who is a court certified reporter, court interpreter in the Korean language, that's Sunny Hong. Sunny Hong was referred to me by the, Mr. DiFiore's office. I was delighted when that happened because I knew Ms. Hong.

I report to the Council that when Mr. Son and his wife come to my office they bring the same interpreter with them so they can conduct business with me. So, when we appeared last meeting in the morning and we didn't have an interpreter, it's because we were on, what we thought the Consent Agenda and we didn't need one. In the afternoon we had a court, an interpreter and the feeling of some of the Council members was that we were trying to cover apparently some responses we'd before with regard to. Ms. Sunny Hong will tell you that she does not believe that either of the Sons are capable of standing before this Board and responding without an interpreter.

COUNCILMAN McDONALD

I have a question then. Then why did, when you went back, why when our investigators and Metro went out, why were they packaging all the illegal substances, or not illegal, but the substances that we asked --

ATTORNEY DAVE CROSBY

Because the prior owner of the store, whose inventory it was that we purchased, he knew that there was a problem with it

CITY COUNCIL MINUTES
MEETING OF
MAY 16, 2001

Page 3

VERBATIM TRANSCRIPT: ITEM NO. 86 – ABEYANCE ITEM – DISCUSSION AND POSSIBLE ACTION
REGARDING CHANGE OF LOCATION FOR BEER/WINE/COOLER OFF-SALE LIQUOR LICENSE, SON &
SON, DBA JACKSON MARKET, FROM: 1312 F STREET, SUITE D, TO: 1218 D STREET

and he went back to – take a box that had some of the little tubes with the glasses in. I didn't call over to Mrs. and he didn't call his wife and tell her to do it or it would have been gone before your investigators got there.

COUNCILMAN McDONALD

Okay. Let me ask you this then. His wife was the one packaging stuff in plastic bags. Correct?

ATTORNEY DAVE CROSBY

I don't know.

COUNCILMAN McDONALD

Well that's what we were --

ATTORNEY DAVE CROSBY

I don't recall.

COUNCILMAN McDONALD

Mr. DiFiore?

ATTORNEY DAVE CROSBY

He said that she had a box in her hands.

COUNCILMAN McDONALD

I'll ask that. Mr. DiFiore?

JIM DIFIORE, MANAGER,
BUSINESS SERVICES

That's correct, Councilman.

COUNCILMAN McDONALD

So, his wife was packaging stuff. Now, since they need an interpreter, how would the guy that was, the gentleman that was before us that owns the store interpret to her, since she needs an interpreter and he doesn't speak Korean, interpret to her that they need to package all the stuff and get it out of there.

ATTORNEY DAVE CROSBY

He's here and can answer that. I hate to use all my 15 minutes responding to questions, but certainly I don't want dog your question either.

COUNCILMAN McDONALD

I think the Mayor will alleviate, I mean, for interrupting you, I think he'd probably would give you more time.

ATTORNEY DAVE CROSBY

Well, Mr. Lewis is here and can respond to that.

COUNCILMAN McDONALD

Mr. Lewis?

ATTORNEY DAVE CROSBY

Mr. Lewis? Dale?

COUNCILMAN McDONALD

Also, one other question while he's coming up. Who cut up the little brillo pads into little – small portions?

ATTORNEY DAVE CROSBY

I would suspect my clients did.

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COUNCILMAN McDONALD

Okay. Why? Maybe they can ask why they were cut up?

ATTORNEY DAVE CROSBY

That's what the demand is. They sell 'em. There's nothing illegal about 'em and we agree not to have 'em. But I will tell you that there're sold at almost every store in this area of town. In fact, if you, if I beg your indulgence just a moment. Since last meeting we went shopping. We went to a number of stores and we made various purchases. Each bag represents, it's written on as to what it has in it, has receipts, has what was available with the stores. And I will tell you that these things that were referred to as drug paraphernalia, if you don't want 'em out there, all you go to do is tell the community you don't want 'em because they're selling 'em. And we didn't, we've never had a problem selling 'em. Mr. Lewis sold these items in his store –

COUNCILMAN McDONALD

Let me ask you. Can I ask the question?

ATTORNEY DAVE CROSBY

I'm sorry. Go ahead.

COUNCILMAN McDONALD

Pull those – out. I mean, just let me see one of 'em. Just any one.

ATTORNEY DAVE CROSBY

Okay. This is King Market, 5-9, single razor blade glass tube.

COUNCILMAN McDONALD

I'm looking for the pads. Did you – buy any of the pads? The charbos, the charboys?

ATTORNEY DAVE CROSBY

Let me see. Smokers, no liquor license smoke shop.

COUNCILMAN McDONALD

I agree with the other point that they are sold, and I think we, nobody can argue that.

ATTORNEY DAVE CROSBY

Tube with rose, glass tube and with brillo pad J and D.

COUNCILMAN McDONALD

Pull the brillo pad out.

ATTORNEY DAVE CROSBY

Pardon?

COUNCILMAN McDONALD

Could you pull the brillo pad out for me, please? It's cut just like that and that was at --

ATTORNEY DAVE CROSBY

That was at J and D Market on the 9th of May.

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COUNCILMAN McDONALD

And what they charge you for that little charbor, charboy? You said the receipt is in the bag. What they charge you for that?

ATTORNEY DAVE CROSBY

I don't have a receipt in this bag. I got receipts from, we got receipts from some locations. But this did not have a receipt. So, I don't know. Miss, do you know how much this cost?

KI S. SON

Yeah. Two dollar ninety all together.

ATTORNEY DAVE CROSBY

Okay. He bought a glass tube with a rose in it, plus the brillo pad for two dollars and 90 cents. Here's a smoker. There is glass tube. Sunny Market, here is a glass tube, a razor blade, Lucky Seven, I mean –

COUNCILMAN McDONALD

Sir, everything we talked about. Okay. That's – fine.

ATTORNEY DAVE CROSBY

Well, what I – my point is, Councilman McDonald, is if these things are not to be sold, send us a letter and tell us not to sell 'em. We – won't sell them. But we – what we've given to is as a, in our business goes, we won't sell 'em. But prior to this –

COUNCILMAN McDONALD

(Inaudible) Charboys (sic). Why they're cut up –

MAYOR GOODMAN

All right this is what I want you to do.

COUNCILMAN McDONALD

Yeah, I just – need --

MAYOR GOODMAN

Excuse me, please.

COUNCILMAN McDONALD

I have one question, Your Honor.

MAYOR GOODMAN

Please. What I'd – like you to do is to make your presentation as to why you believe that we should approve this transfer, and then we'll open it up for our questions.

ATTORNEY DAVE CROSBY

Okay. First of all, our first point is that we do not believe that either Mr. or Mrs. Son have questionable integrity and that they did not lie to this Board at the last meeting. The question came up what they sold, what they didn't sell. There was some discussion with that regard. There were some responses and I've ordered the videos and I've ordered the tapes and I've transcribed and I've tried to figure out just exactly what was going on. I've decided, first of all, the store was not open and nothing was being sold.

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The little glass pipes belonged to Dale Lewis, who's the, we purchased the inventory and we've provided the copy of the – purchase agreement and that was part of the inventory. That's the reason that he went over to take it out of the store because he knew it was there because it was his inventory. We hadn't sold anything. So, we didn't lie to the Board or the – Council.

Second of all, I have three representatives that –, liquor purveyors who frequent the facility from the major beverage distributors, and I'd like to have them appear before the Board and, or the Council and tell this Council what they observe and what their impression is of Mr. Son, in terms of how he deals with liquor at the location.

First of all, I don't know all of the different persons that we've called. We told them to be here at a certain time. Before I call the first one, though, I don't think, Mr. McDonald, we responded to your question as to how they communicated. I'm sorry, if we could go back to that turn the clock off just a moment, please.

COUNCILMAN BROWN

Your Honor, in the interest of continuity, why don't we save that question for later? I –

ATTORNEY DAVE CROSBY

Okay. I'd be happy to.

COUNCILMAN BROWN

– I'd certainly –

ATTORNEY DAVE CROSBY

Is Ned, is Ed Newberry here? Please come forward. Ed is with Southern Wine and Spirits. We also have representatives of Bonanza Beverage and Costello Beverage, who have dealt closely with the Sons in their prior location.

ED NEWBERRY

Hi.

ATTORNEY DAVE CROSBY

Hi. Please state your name for the City Council.

ED NEWBERRY

Ed Newberry.

ATTORNEY DAVE CROSBY

And where are you employed?

ED NEWBERRY

Southern Wines and Spirits.

ATTORNEY DAVE CROSBY

And what is your job at that location?

ED NEWBERRY

I'm the Sales Rep.

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ATTORNEY DAVE CROSBY And has Jackson Market been one of the locations that you service?

ED NEWBERRY Yes, it is.

ATTORNEY DAVE CROSBY You know Mr. and Mrs. Son?

ED NEWBERRY Yes.

ATTORNEY DAVE CROSBY How long have you serviced that location?

ED NEWBERRY I think since 1992.

ATTORNEY DAVE CROSBY Okay, and do you have any, have you had occasion to observe the responsibility of these persons with regard to handling of liquor and the way they run their operation and the way they handle, the way they run their store?

ED NEWBERRY I've, they operate it okay to my, from what I see.

MAYOR GOODMAN Just so we're – clear, are you talking about liquor or are you talking about beer and wine?

ED NEWBERRY Beer and wine, Sir.

ATTORNEY DAVE CROSBY Beer and wine.

MAYOR GOODMAN All right. There's no liquor here? Right?

ED NEWBERRY No.

MAYOR GOODMAN Okay. Good.

ATTORNEY DAVE CROSBY Have you ever, in the past, approximately nine years, since you, have you observed any license violations?

ED NEWBERRY Not really.

ATTORNEY DAVE CROSBY Have you –

MAYOR GOODMAN What does that mean?

ATTORNEY DAVE CROSBY Does that mean yes or no?

ED NEWBERRY No. Mean no.

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MAYOR GOODMAN Okay.

ATTORNEY DAVE CROSBY Okay. Have you observed anything that would bring into question or concern these – two applicants?

ED NEWBERRY No.

ATTORNEY DAVE CROSBY And how often are you on the premises?

ED NEWBERRY Once a week.

ATTORNEY DAVE CROSBY Have you observed them do any positive things, in terms of how they deal with their customers relative to beer and wine?

ED NEWBERRY Well, positive things is, I've seen them give something to the community. I've, over the years that I've been over, they had a lunch box program in which they gave the lunch boxes out to the, I guess the homeless or the people on the streets. And we've even donated some water to that cause.

ATTORNEY DAVE CROSBY Have you observed anything on premises during this nine years that would lend you to believe that the – Sons are at all foster and engage in drug activities?

ED NEWBERRY No, they're just nice people.

ATTORNEY DAVE CROSBY Would you say they're good operators, medium operators, poor operators?

ED NEWBERRY No, they're very good business people.

ATTORNEY DAVE CROSBY So, would you say that they are very responsible, moderately responsible, in terms of liquor, or very little responsible?

ED NEWBERRY No, they're very good because that they, I go in there, they take care of my business and they pay their bills.

ATTORNEY DAVE CROSBY Does the Council have any questions of Mr. – ?

MAYOR GOODMAN I – think what we'll do is we'll let you complete your presentation, and then we'll call the folks back if we have any questions of them?

ATTORNEY DAVE CROSBY Okay. Thank you very much.

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MAYOR GOODMAN

So –

ATTORNEY DAVE CROSBY

Is Joe Cantadrillo here, please? I called him on his cell. He was delivering. He said he'd be here as quickly as he could. How about Ken Licenring from Costello Beverage?

UNIDENTIFIED MALE

Sometimes – they'll buy that by mistake.

ATTORNEY DAVE CROSBY

Please state your name.

KEN LICENRING

Ken Licenring.

ATTORNEY DAVE CROSBY

And where are you employed?

KEN LICENRING

Nevada Beverage.

ATTORNEY DAVE CROSBY

Do you know the Sons and the Jackson Market?

KEN LICENRING

Yes.

ATTORNEY DAVE CROSBY

How long have you known them?

KEN LICENRING

I've been dealing with them for about six years now.

ATTORNEY DAVE CROSBY

And do you deal with them on a professional basis, in terms of you being the supplier of beverage of beer and wine at their location?

KEN LICENRING

Yes.

ATTORNEY DAVE CROSBY

Have you had occasion to be on, in their store?

KEN LICENRING

Quite a few times.

ATTORNEY DAVE CROSBY

How often do you visit their store?

KEN LICENRING

Basically once a week.

ATTORNEY DAVE CROSBY

And have you any observations with regard to the quality of operators and the integrity of these individuals relative to beer and wine?

KEN LICENRING

They do quite well.

ATTORNEY DAVE CROSBY

Have you ever observed any violations or anything that would concern you as a distributor?

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KEN LICENRING No.

ATTORNEY DAVE CROSBY Have you ever observed anything that you would suspect that they deal with – the drug traffic or they foster it or they allow it?

KEN LICENRING Not that I've seen. They don't – go for it.

ATTORNEY DAVE CROSBY Have you ever observed them involved in disciplinary action with regard to people that maybe were trying to buy without credentials or those types of things?

KEN LICENRING I haven't witnessed any of it, but you know, anybody that comes in there kind of unruly they tell them to get out.

ATTORNEY DAVE CROSBY So, you observed that they are quite controlled, in terms of their, how they run their operation?

KEN LICENRING They do it quite well.

ATTORNEY DAVE CROSBY How many other locations do you distribute to?

KEN LICENRING Well, I pretty much handle everything around the west side.

ATTORNEY DAVE CROSBY How would you rate them relative to other businesses within your route?

KEN LICENRING They run a pretty tight ship, just pretty much like everybody else does around the area.

ATTORNEY DAVE CROSBY And do you have any questions or concerns or problems with these – folks obtaining a license at a different location?

KEN LICENRING No. No, no.

ATTORNEY DAVE CROSBY I have no further questions.

MAYOR GOODMAN Okay.

ATTORNEY DAVE CROSBY Thank you. We're still waiting for Joe Cantadrillo from Costello. I would like to point out while we're waiting that, at least for the record, I have and I've read into the record somewhat, but we went shopping and we did find that it's quite prevalent that the sale of some of these items that are referred to as drug paraphernalia are sold in stores. My only recommendation is, if we've had known, if someone had gone in and said this is something you shouldn't be

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selling, we promise you we would immediately not sell it. We feel like we've been somewhat blindsided in terms of these things because now they are drug paraphernalia and now there are things that – seem to indicate that we cater to that kind of traffic when such is not true. We sell it because the public demands it, but we can't say we don't know what it is used for, as everybody in the area, because that would not be truthful. However, part of what we've given you is a statement that we, from the moment we open our doors, which we have not opened yet, we will not sell these items.

I also give to you, I had heard at the last meeting, and I'm trying to respond to complaints that I'm not sure exactly what the complaints were. But what I want to give to you also is from Jackson Market, 1312 North F Street, Grade A, Health Department, which he maintained during the time that he was there.

Also, at this location that he's recently moved to, Jackson Market, 1218 D Street, Grade A. He's passed all of his Health Inspections. So, he's got the Health. The liquor distributors seem to think he's a legitimate, competent, responsible operator. We're willing, as we've got before you, to restrict the business to the extent that you, as the Council, deem necessary.

And basically, in closing, I would just point out that we're sensitive to the needs of the community. We're willing to restructure, whatever it takes.

And in discussing with the Reverend Thompson and others, a – little market is needed in this area. We believe we can run an operation that will meet the needs of the public, that will not lend itself to problems that we know exist in the neighborhood. We have agreed to hire security, train security with experience in the, someone from this neighborhood if possible. We'll handle adverse situations in a professional, respectful manner. We restrict our hours of operation from 8:00 a.m. to 8:00 p.m. Well, a lot of the problems you complain of are after 8:00 p.m. We don't sell after that time. We'll close at 8:00 p.m. and if somebody parties after that time, they have to go elsewhere.

Remain open on Sunday, but there is a question on that. Hire local neighborhood employees where available. Carry full variety of food and related products at a fair price. Strictly adhere to all restrictions, which this Council may place. Donate all dented cans and product that is still good, but useable to the pantry of the church next door. To

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maintain meat and meat products, although it's difficult at this time to maintain a full meat counter. We'll do no advertising on the windows that seem to discount liquor and seem to banner type advertisements that says Budweiser forty-nine cents or two ninety-five or whatever it is. We will not do that. We will be sensitive to advertising that's not conducive to the surrounding church atmosphere. No single cans of regular size beer will be sold. A lot of restrictions. We think you can live with this location because you've, he's been in business for many years. He's had no complaints. Metro had no problems when we came in here. Business License had no problems when we came in here. He has simply been a good operator and promises to continue. Thank you.

MAYOR GOODMAN

All right. Thank you. Mr. DiFiore, did you want to make your presentation now or your recommendation or would you prefer that we have our questions of the applicant at this point?

JIM DIFIORE, MANAGER,
BUSINESS SERVICES

Either way, Mayor. I can make my presentation now, if you'd like.

MAYOR GOODMAN

I – think that's probably best, and then we can ask questions.

ATTORNEY DAVE CROSBY

Mayor, I do have a couple of individual witnesses or persons that know the market. I did not bring that up. I – know that there's going to be a parade of people up here. I – suppose that they could come up at that time. I'm not sure just what my time restrictions are, in terms of that or how to make it flow.

MAYOR GOODMAN

Well, as I said, we gave you 15 minutes. Were we there? 15? Two minutes left. Okay.

VIRGINIA VALENTINE, CITY
MANAGER

This gentleman wants to speak on the item, but has to leave for a funeral. He's asking (inaudible)

MAYOR GOODMAN

All right. Apparently, the –

ATTORNEY DAVE CROSBY

Will, the wit, do I have two minutes?

MAYOR GOODMAN

You have two minutes, yes.

ATTORNEY DAVE CROSBY

We'll, the witness that – came with the –

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MAYOR GOODMAN

Pastor Hunter?

PASTOR GARY HUNTER

Yes.

MAYOR GOODMAN

Are you speaking for or against the project?

PASTOR GARY HUNTER

Against.

MAYOR GOODMAN

All right. I know that you have, we're going to interrupt you here, Mr. Crosby.

ATTORNEY DAVE CROSBY

Okay.

MAYOR GOODMAN

You still have your two minutes. The Pastor has a funeral, I believe, he has to go to and wanted to make a brief remark.

PASTOR GARY HUNTER

Thank – you, Your Honor. Pastor Gary Hunter of the Great Saint James Baptist Church, for the record, 316 Madison, adjacent to the store in question and the new President of the Pastors and Ministers Conference of Las Vegas.

I stand before you in opposition to a liquor license, not only based on the fact that, if you know the store that they came from, I don't know how they got a "A" license. And if you know law, they talked about beer and wine. We're talking about a liquor license, all the things that the persons who testified for the record really cannot relate to liquor because they're talking about beer and wine. That's a different set of circumstances.

But above and beyond that, this church is not only adjacent to a church. I mean, this store is not only adjacent to churches on the side of it, on the back of it, in front of it, all around it. I don't know, I haven't had a chance to have my secretary by look up the laws on the footage, but these children right here and all in our community, is why I stand here. Your children, your wife, your husbands, it does not matter what the circumstances are. We need to protect the future. We already have a substance abuse problem. I sit on a review board for CSAT, which is the largest grant giver in America for substance abuse training prevention and AIDS.

I have here, that I cannot submit today because I want to white out the addresses, several pastors asked me the members was, writing down their addresses. I have over 200 pages here of petitions and the petition reads as this for the record: No liquor stores near our churches or schools.

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This petition is against a store right in the middle of our church community and school that is currently planned to obtain a liquor license. We need your signature to stand against the liquor store, which is direct conflict of what we're trying to do to build our community to be save and respectful.

I'm thankful to the three Councilpersons that did vote on two weeks ago and I'm respectfully thankful for those who yielded based upon the law, that we don't get a technicality. I understand and respect that. But I'm asking, Councilman Mack, Councilman Reese, Councilman Brown, Mayor Goodman, Councilman McDonald, Councilman McDonald (sic), Councilman Weekly and everybody who has to vote on this to, please, don't disrespect our community in any more forms. People who don't understand English don't understand respect because they do things to us. And I think we have pastors that have come up here. And I asked the passive, pastors' conference to come. About five or six of 'em came, but we have schedules. I have a funeral. I just called to say may be late because I had to be here and I wanted you to hear me.

MAYOR GOODMAN

Okay.

PASTOR GARY HUNTER

Councilman, I say this in closing. Mr. Mayor, I say this in closing. I stand in full opposition with a church exactly less than 100 feet from the store.

MAYOR GOODMAN

One question of you, Pastor, so we – have a record that is clear here. You're not suggesting that those youngsters who're in the back of the room, about, it looks 30, 40 of them, are purchasing beer or wine?

PASTOR GARY HUNTER

No. I'm saying, if they learn to get the behavior from the atmosphere that is conducive, they only do what they learn from the atmosphere.

MAYOR GOODMAN

Okay. I just wanted to –

PASTOR GARY HUNTER

Modified behavior teaches us, in – psychology is that the behavior is a repeated thing whether it's sometime desired or not desired.

MAYOR GOODMAN

Okay.

PASTOR GARY HUNTER

And what I'm saying to you, not only on the liquor license, the behavior pattern of these storeowners are disrespectful to our children, our women and sometime our men.

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MAYOR GOODMAN Okay. Thank you.

PASTOR GARY HUNTER Thank you, Your Honor. Thank you for the time.

ATTORNEY DAVE CROSBY Was there a specific objection? I didn't get anything – specific.

COUNCILMAN BROWN For clarification –

MAYOR GOODMAN Yes. Councilman. Before you leave –

COUNCILMAN BROWN Your Honor.

MAYOR GOODMAN Yes, Councilman.

COUNCILMAN BROWN Just – to clarify, and the – Pastor used the term, Mr. DiFiore's used the term and the applicant, the – liquor, so I understand, this is, Mr. DiFiore, this is a beer and wine license? It's called a liquor license, but it's beer and wine?

MAYOR GOODMAN Right. That's what I, I thought I made that clear in my question earlier.

ATTORNEY DAVE CROSBY The – petition uses the word liquor store and we're not a liquor store.

MAYOR GOODMAN Right.

PASTOR GARY HUNTER Your Honor, for the clarity. Beer, wine, liquor, any form of intoxicated drink that would cause a person to deviate from the normal behavior, if they consume any amount past one. And I mean, so, we ain't talking about Coca Cola for the –

MAYOR GOODMAN Okay.

PASTOR GARY HUNTER Thank you, Councilman. And I want to say –

MAYOR GOODMAN We understand.

PASTOR GARY HUNTER I'm not opposed to a store. I'm opposed to the intoxicated drinks.

MAYOR GOODMAN Okay.

PASTOR GARY HUNTER And the selling of anybody that would justify, Council I'm disappointed in you. If you would justify after all the law school you went through –

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MAYOR GOODMAN Okay. Please.

PASTOR GARY HUNTER – selling stuff that it's illegal.

MAYOR GOODMAN We don't do business that way. We talk through myself.

PASTOR GARY HUNTER All right. Your Honor, I'm just –

MAYOR GOODMAN Your – position is very clear.

PASTOR GARY HUNTER – disappointed that they would present to you it's okay to sell it 'cause everybody else sell it.

MAYOR GOODMAN Okay.

PASTOR GARY HUNTER As if though is okay to murder 'cause somebody else murder.

MAYOR GOODMAN Fair enough.

COUNCILWOMAN McDONALD Your Honor, this up again a point of clarification of the question that is before us. I'm assuming that since this is a change of location, that in some previous Council action they've already been approved for a beer and wine license and that is not the question before us. I mean, unless you can clarify more for me.

MAYOR GOODMAN Well, I'll ask Mr. Jerbic.

COUNCILWOMAN McDONALD It's just the question of –

ASSISTANT CITY ATTORNEY JOHN REDLEIN Mr. Mayor.

COUNCILWOMAN McDONALD – the suitability of this new location for the use.

MAYOR GOODMAN All right.

COUNCILWOMAN McDONALD They have a liquor license. I just want to make it clear.

MAYOR GOODMAN Okay. Mr. Jerbic or Mr. Redlein? Mr. Jerbic?

ASSISTANT CITY ATTORNEY JOHN REDLEIN Coun –

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SON, DBA JACKSON MARKET, FROM: 1312 F STREET, SUITE D, TO: 1218 D STREET**

CITY ATTORNEY BRAD JERBIC

Right. I – you think are – go ahead.

ASSISTANT CITY ATTORNEY
JOHN REDLEIN

Councilwoman McDonald, we've got committed to our Code some ancillary things that would happen with a liquor license, just like the grant or denial initially that you must approve for a licensee to sell his license to another person, for a licensee to change his business name in which the license was issued or to transport that license to another location, which is exactly what we have here, where they're going from the 1300 block of F Street or proposing to do so to the 1200 block of D Street. They need your permission and all of the criteria that would be used for somebody who's applying for a license initially, applies to these ancillary actions that need your approval.

MAYOR GOODMAN

So, in other words, we have two issues before us. We're approving the applicant as being able to sell beer and wine at this point, as well as the location from which is to be sold. Is that correct?

ASSISTANT CITY ATTORNEY
JOHN REDLEIN

No, it's one action. It is whether or not they may use the license they already possess on D Street. They have been approved to use it on F Street. Now, they're not going to be able to 'cause they're, I understand they've lost their building there. This is not a disciplinary action to take away their license. They have come before you and have the burden of – proving to you that you should approve them using this license on D Street. That's the only issue that's on the table. The effect may be just the same as a denial. If they're told they can't use it on D Street, if F Street is unavailable to them any longer, they're out of action.

ATTORNEY DAVE CROSBY

Before there were two –

MAYOR GOODMAN

Now, wait –. We're asking to judge them as to whether or not they can take their existing license, which has not been in jeopardy, which is not being challenged, to a different location; correct?

ASSISTANT CITY ATTORNEY
JOHN REDLEIN

Exactly.

MAYOR GOODMAN

And we're being asked, therefore, to evaluate the location for that existing valid license?

ASSISTANT CITY ATTORNEY
JOHN REDLEIN

Their suitability on the same criteria for which they originally applied for the license are on the table for those actions like selling or changing the location.

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MAYOR GOODMAN

All right. So we have, as I said before, we have two questions we have to ask ourselves. One, are they suitable to have that type of license to sell beer and wine and secondly, is this location appropriate location for which to do so?

ASSISTANT CITY ATTORNEY
JOHN REDLEIN

And put all of my emphasis on the second, because if you decide they shouldn't have a license, we have to start another procedure with filing a complaint against them to take away the license they will still possess when they walk out of here.

MAYOR GOODMAN

See, that's why I don't – understand what you're telling me then Mr. Redlein. It seems to me, if we're not going to be judging their suitability because it's not the appropriate matter before us today, all we're looking at is location.

UNIDENTIFIED COUNCIL
MEMBER

That's correct.

PASTOR GARY HUNTER

Your Honor, for the record.

MAYOR GOODMAN

Wait. Wait. Wait. We, we've got, we understand your position, Pastor.

COUNCILMAN BROWN

Your Honor – the first question I asked was specifically to that, and as Councilwoman McDonald brought up. We're agenda'd today for a location, change of location. And that's why, there's certainly a public record being made here and a record for whatever decision is made. But – we need to have this specifically answered. There's no – agenda'd item for suitability, at least the way I read it and how we usually do it.

MAYOR GOODMAN

All right. Mr. Jerbic, maybe you could help us.

CITY ATTORNEY BRAD JERBIC

Yes. There is – one case that speaks to the very question you asked, Your Honor, and it does say that the Council can consider location with respect to considering a liquor license. This is not a tavern license, as was considered in the case, but this Council about six years ago considered a case where an individual applied for a tavern license. He appeared before the Council and the Council was less concerned with the applicant and more concerned with the location. The location by Zoning Code was appropriate, just as this location by our Code technically is appropriate. But there were other factors, and including proximity to a school and a school crosswalk and things like that, that caused the

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Council enough concern that they did not want to give the license because of the location, even though, in all other respects, it technically met the requirements. I believe that that case does stand for the limited propositioning. You have some limited authority to consider location and location alone in denying an application.

I would go further though. If you are going to consider location and location alone, remember it is in connection with liquor. I think there would logically need to be a nexus between approving or disapproving this license change based on location and the harm that you seek to end as a result of denial based on location.

MAYOR GOODMAN

I have to ask you this question, because I'm not the dumbest lawyer who came down the pike. Are we – at all concerned at this point in time in our decision with the suitability of Mr. Son having a beer and wine license?

ATTORNEY DAVE CROSBY

Mr. and Mrs. Son.

MAYOR GOODMAN

Mr. and Mrs. Son.

CITY ATTORNEY BRAD JERBIC

That's a question I would ask of Jim DiFiore, of Business Activity. Are you concerned with their background or the location, Mr. DiFiore?

JIM DIFIORE, MANAGER,
BUSINESS SERVICES

I – think I'm concerned with the suitability, based upon our findings at the – Council's direction last Council meeting. I think that the, there's – I think good grounds for us to deny the application, based upon the fact that we did find items on the premises for sale, or intended for sale, and I think that's a violation of our State law, which I think reflects on the suitability. And I believe that, even though the Metro report found no area of concern in the suitability, these came to our attention, we found it, and it certainly, I think, reflects on their suitability at this time.

MAYOR GOODMAN

So, you're saying the suitability of the applicants?

JIM DIFIORE, MANAGER,
BUSINESS SERVICES

That's correct.

MAYOR GOODMAN

As well as the location.

JIM DIFIORE, MANAGER,
BUSINESS SERVICES

That's correct.

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MAYOR GOODMAN So you believe that those, both of those matters are before us today for determination.

JIM DiFIORE, MANAGER,
BUSINESS SERVICES My – recommendation, my recommendations are going to be based upon the suitability and the location as well.

MAYOR GOODMAN Well, I'll be darned. That's not what the agenda item says.

ATTORNEY DAVE CROSBY With regard to the location, there were two locations before this application. One has now been terminated, the Jackson Market. Where there were two before, there will be one now and this location had beer and wine at this location. So, all we're doing is, in fact, there's less liquor now, or liquor, beer and wine, there's less beer and wine available now than there was before and it's a location that was already approved.

CITY ATTORNEY JERBIC (inaudible) real quick.

MAYOR GOODMAN I don't know whether it's location or suitability. I don't know what I'm doing here. Okay. I'm just saying. This is a (inaudible)

ASSISTANT CITY ATTORNEY
JOHN REDLEIN Mr. – Mayor.

MAYOR GOODMAN Yes.

ASSISTANT CITY ATTORNEY
JOHN REDLEIN The – ancillary list of things that the one who already holds the license must come back before you to manage, to sell it, to move it, to change the name, clearly contains reference to suitability in the predicate language. And, I confess that I'm focusing on their suitability that would earn them a permission, your permission to move this license. I haven't much considered location because the location was already selling beer and wine and, as far as I know, that – did not become an issue, whether or not there should be a store or there should be a license at that location. I believe it was already there.

MAYOR GOODMAN Okay. Let me – ask this question. I should have asked this question two years ago and I guess I – didn't feel the need to. Who, Madam Clerk, who characterizes the item that we are acting upon?

CITY CLERK BARBARA JO
RONEMUS This would come from the Department of Business Activity.

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MAYOR GOODMAN

All right. It would appear, Mr. DiFiore, it would appear to me, correct me if I'm wrong, that all the agenda item refers to is the change of a license to a different location?

JIM DIFIORE, MANAGER,
BUSINESS SERVICES

That's correct.

MAYOR GOODMAN

It doesn't talk in terms of a finding of suitability or revocation of that license which is being attempted to be moved from one place to another?

JIM DIFIORE, MANAGER,
BUSINESS SERVICES

That's correct.

MAYOR GOODMAN

So, is it a fair statement, and tell me if I'm wrong, because we want to do the right thing here, is it a fair statement to say that what we're concerned about is the transfer of the license to a new location and that's it?

JIM DIFIORE, MANAGER,
BUSINESS SERVICES

That's correct.

MAYOR GOODMAN

Does that – include and encompass a finding of suitability of the licensee, as the matter is presently agendized?

JIM DIFIORE, MANAGER,
BUSINESS SERVICES

I – would try to tie that in, based upon what we found at the location. I will admit that we don't find anything in his background that would be of any area of concerns.

MAYOR GOODMAN

And the location that you're referring to is not the old location where the license was issued for, but rather the new location that it's being attempted to be transferred to?

JIM DIFIORE, MANAGER,
BUSINESS SERVICES

The new location. That's correct. With our findings last Council meeting, I believe that we can, we could show that they were intending, even though they weren't open up, they were intending to sell these items, which are characterized as drug paraphernalia. Under our Las Vegas Municipal Code, under 6.06, Council has grounds to deny an application if the business or the applicant and the business he operates is going to be –

MAYOR GOODMAN

Let me ask – you one last question, and then I'll leave, turn it over to my colleagues for questions. Do you have any indication whatsoever in your knowledge about the applicant that he was intending to sell that type of paraphernalia from his location on F Street?

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JIM DiFIORE, MANAGER,
BUSINESS SERVICES

No, I don't.

MAYOR GOODMAN

Okay. And yet you tell us today that based on what you found there on the store that wasn't opened that you believe he had the intent to sell the items that you found in that unopened store after he opened the store?

JIM DiFIORE, MANAGER,
BUSINESS SERVICES

That's correct.

MAYOR GOODMAN

Upon what do you base that?

JIM DiFIORE, MANAGER,
BUSINESS SERVICES

I based it on a couple of things that were stated at the last Council meeting. Mr. Lewis stated he closed the store on April 15th. If the store was closed for operation at that time, during that time Mr. Son moved into that store with his inventory and acquired some of the inventory on site. On May 1st, the day before Council meeting, he came to our office and spoke to my Senior License Officer and said that he had just obtained his health permit and my Senior License Officer asked: Are you ready to open up your convenience store only with no beer and wine sales until the next day at Council meeting? He said no. I will wait until I get approved for the beer and wine at Council meeting and open up after Council approves my beer and wine. So, the day before he had intended to open up afterwards and that, this, the evidence is here that the materials that were on the premises at that time were – clearly his.

MAYOR GOODMAN

And – is it your observation that he was on the D Street premises from, let's say, May the First to May the 14th and therefore had personal knowledge that these items were maintained on that premises and in a place where they would be used for the potential of a sale?

JIM DiFIORE, MANAGER,
BUSINESS SERVICES

Yes I do. If I can correct your dates. From April 15th through May 2nd, the last time we met, I believe, he had personal knowledge that these were on the premises with the intent to be sold.

MAYOR GOODMAN

Okay. And were any of these items, I don't recall, were any of these items on sale shelves or were they in back, behind counter type things?

JIM DiFIORE, MANAGER,
BUSINESS SERVICES

All of the items that you see here, appearing here were behind the counter and not on the floor in the aisles for sale.

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MAYOR GOODMAN

Okay. Anybody else have any questions? Councilman McDonald, I know you had some and I interrupted you.

COUNCILMAN McDONALD

No. I'll keep, no, I'll keep it short, Your Honor. When I, I didn't come after, our questioning last week and or at our last meeting this meeting, just a couple of questions I had was, maybe you can answer the one where I asked earlier. Why was she taking items off the shelf?

DALE LEWIS

I knew that I left four or five boxes of those flowers in the store. I didn't know that they had any when they came there because I was in – Europe for three weeks after. But I did know there were six boxes of those in the – store. I didn't want them people to get in trouble for something that I left them. Although, you know, to my knowledge, those weren't illegal to sell. I mean it's an iffy thing. But that's –

COUNCILMAN McDONALD

Right. And that's, fine. And you called and told her to take those out?

DALE LEWIS

No, I went over there. I said to her, let's take these off the shelf. I don't want you to get in trouble 'cause they're not sure they weren't yours.

COUNCILMAN McDONALD

Okay. Thank you.

ATTORNEY DAVE CROSBY

Were they on the shelf?

DALE LEWIS

No, they weren't on the shelf.

ATTORNEY DAVE CROSBY

Where were they?

DALE LEWIS

Well, they were on – the floor stacked down there and she was going to put them in a box. I was going to take them with me because, I mean, it was something –

ATTORNEY DAVE CROSBY

You attended the meeting that morning and you knew it was a problem?

DALE LEWIS

Yes.

ATTORNEY DAVE CROSBY

And before that time you didn't have a clue there was a problem with it?

DALE LEWIS

No. I – in – you know, I think if in the future, if the – City objects to those things, maybe you ought to call a meeting –

COUNCILMAN McDONALD

And that's –

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MAYOR GOODMAN

Well, Mr. Lewis, I've got to say this: I don't think you're being particularly candid with us, because last week I remember, or two weeks ago I remember you making the statement which is still ringing in my ears and I said –

DALE LEWIS

I said, please outlaw the damn things.

MAYOR GOODMAN

Well, no, you said this, you said you can't – get that person coming into your store to make a \$100 purchase unless you also have this crap there.

DALE LEWIS

No, Sir, I didn't say that.

MAYOR GOODMAN

Yes you did.

DALE LEWIS

Mr. Mayor, how I said that was when a person comes in and buys a hundred dollars worth of groceries and said would you put one of those flowers in my bag. That's how I said that. I didn't say that I enticed them to do that. I did say the reason I handled 'em was because the people that use them also buy bread and milk. And if they don't, you know, if they're going to get their bread and milk somewhere else, why be in business.

MAYOR GOODMAN

In other words, if you don't give it to 'em or sell it to 'em, then they're not going to buy from you.

DALE LEWIS

Well, I wasn't, I didn't try, it wasn't my intention to try to stimulate the business. It was an accommodation.

MAYOR GOODMAN

I understand.

COUNCILMAN McDONALD

Okay. Your Honor, I can be brief, as long as we're not interrupted, that the only, you know when we start talking about and the reason I asked you about the charbois, chairboys, they come in a package like this. They're – a good size. They are a size of a, I don't know, an apple, would be the best way to put it. You know, when we, when you pulled them out or we pulled them out and it shows exactly they're cut up and you're already admitted, you know exactly what they're for, I mean, we sat here just a minute ago, we did, we know they're not going to go scrub baby pans with little Char Boys (sic).

DALE LEWIS

To this date, I don't know what they're for nor how they're used.

COUNCILMAN McDONALD

Okay.

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DALE LEWIS

I mean, I just, I may be naïve, but I don't have a clue what those little things are used for.

COUNCILMAN McDONALD

Okay. Just a minute ago I could have swore you said we're not naïve to that. But maybe that's my misunderstanding. But I think we all know, especially you've proven the case that when you pull out a box and they're individually cut like into small quarter sizes, they're not being used to – scrub pans. That's their purpose is to scrub pans. There, and when you cut them up into quarters, you know, it's to say that they're used for something else. We'll just leave at that. We can't say it's drug paraphernalia, and I think this Council has taken a proactive approach. You know, with the line of questioning that went on here today, I think we've already determined that this is a location. I'm still confused about, from the Attorney's Office. Is it suitability? Is it location? If it's, you know –

The – only question I had is when you called all the people of Southern Nevada Wine and Spirits and Nevada Beverage, you acted, you asked them if there's ever been any violations, you know. Can you come up for a minute? You're from Southern Wine and Spirits?

ATTORNEY DAVE CROSBY

We also have the representative from Costello here now. This is Joe.

COUNCILMAN McDONALD

Okay. You know, I –, you do a great job, your company. The only question I had is, are you – familiar with the laws of the State? I mean NRS, you know the NRS by code?

ED NEWBERRY

As far as beer and wine, yeah.

COUNCILMAN McDONALD

Okay. And are you up to, do you have knowledge of what drug activity takes place, I mean, what a crack pipe looks like? What, how the hand to hands? What a price of a crack piece goes for?

ED NEWBERRY

No, I – don't.

COUNCILMAN McDONALD

Okay. The reason I ask you that is because you came up here and you said before the Council that you didn't see any drug activity take place and that you didn't see any law violations. That's the reason I was asking these questions.

MAYOR GOODMAN

All right.

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COUNCILMAN McDONALD I'm just looking for a background that you have some certification in this type of –

ED NEWBERRY No, I don't have certification.

COUNCILMAN McDONALD Okay. Thank you very much.

ED NEWBERRY Thank you.

COUNCILMAN McDONALD I'd ask the same of Nevada Beverage. Is he still here? He's in the back. And I'll ask you just basically the same questions. I don't know if you heard them.

KEN LICENRING I know the laws for beer and wine (inaudible).

COUNCILMAN McDONALD Okay. You're familiar with, that you have to be 21 to drink and, I mean, pretty much the laws, when I ask the laws, 'cause you came up here and said that you didn't any violations of laws.

KEN LICENRING Yeah.

COUNCILMAN McDONALD And what, I mean, selling to minors, is that kind of what you're talking about?

KEN LICENRING I've never seen them sell to minors, no.

COUNCILMAN McDONALD Okay. But any other laws you don't know what we're pertaining to?

KEN LICENRING Not necessarily, no.

COUNCILMAN McDONALD Okay. Do you have a background in drugs, I mean, I shouldn't say that. Let me rephrase that.

KEN LICENRING No. I understand.

COUNCILMAN McDONALD In – knowledge of drug activity and could you, are you certified in the observation of drug activity?

KEN LICENRING No.

COUNCILMAN McDONALD Okay. The reason I ask that is because you came up here and said the same thing before this Council that you haven't seen any drug activity and you didn't see any laws violated. That's the only thing I asked. Okay.

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ATTORNEY DAVE CROSBY

You think they're good licensees in terms of beer and wine and if they were restricted in terms of any drug related types of things, do you think they'd be good licensees in terms of beer and wine?

KEN LICENRING

I think they would, since they run a business like a business. They don't, I don't think they're doing anything underhanded or illegal.

COUNCILMAN McDONALD

I think, I don't think so either. I think they're –

ATTORNEY DAVE CROSBY

Do you think they're honest?

KEN LICENRING

I think they are.

COUNCILMAN McDONALD

Your Honor, I think that (inaudible)

MAYOR GOODMAN

All right. Thank you. Councilwoman then.

COUNCILWOMAN McDONALD

Your Honor, I think that just to try to cut to the chase and hopefully bring some closure to this issue, the questions I have, I heard the attorney's definitions about looking at both suitability and location. In my view that, because the previous Council action, unless someone can tell me differently, it's really hard to say that location is matter for consideration in this debate in that previous licensee has been approved at this location for this exact use. And so, if it was, unless something has changed in the neighborhood, maybe land uses have changed around it, but if it had been approved previously for these uses, I think it is really slippery slope for this Council to say that now this location, if circumstances have not changed, that location now is not proper.

And so the question I have is, it gets back to then the suitability, you know, question, and I think that we have to be very mindful and make a strong record if this is going to be the, you know, basis of denial. For the simple facts, some of the problems I have is that the representations have been made that the inventory was acquired by the, you know, the previous owner. This was not their inventory. It was something that had been acquired by someone else prior to the – store opening.

And so, again, I'm just, you know, concerned about location even being, you know, part of the – debate and making sure that the suitability question is one that is very strong, because I know that you and your background and, you

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know, the question of selective enforcement. So, whatever, again, it gets down to precedent setting because, you know, I look around, you know, the community, not only in convenience stores, but, you know, I've walked into a Mr. Bills and seen drug paraphernalia. And I've seen it, I know Juanita Clark has shared with me at swap meets that, you know, I trust, you know, that when she says that she's seen drug paraphernalia at the swap meet, that she in fact saw drug paraphernalia, you know, at the swap meet.

And so if we say that you're denied based on this, then we are opening up a very large, you know, public policy, you know, question and at – the same time are we not enforcing, you know, not just taking away the business licensing, but there are NRS laws on the book right now as it relates to drug paraphernalia. And do we, I don't want utilize just this one case as the – issue for a much, much broader public policy question that the City needs to address with the – police powers.

So, I don't know if that helps narrow down the discussion any way at all, but those are just some of my concerns as it relates to precedents that have already been set, as it relates to this particular location. And, you know, I'm still waiting to hear the suitability questions as it relates to, if we can establish that in their past, there have been problems, therefore, we can transfer and, you know, make the deduction that if they knowingly were in violation of our City Municipal Codes in one location, you can make the assumption that the suitability problems exist would be transferred to the other location. But if we can't make that case, I think we're, you know, really going down a slippery slope as to the basis of denial or approval.

ATTORNEY DAVE CROSBY

Councilwoman McDonald there is a, I do have a solution that might be workable. I would suggest give them a six-month, restricted, limited license. Impose these restrictions. Have Business License monitor their activities, if they desire, and see how they perform. If there are problems at the end of six months, then you've got a history. You've got something in your head, hand. You've got particular facts that then you can come in and say we told you. We – gave you a chance six months ago and now we have basis for denying your license.

MAYOR GOODMAN

Okay.

ATTORNEY DAVE CROSBY

Or if they operate well, then –

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MAYOR GOODMAN

Thank you.

COUNCILWOMAN McDONALD

And, Your Honor, I just have one question I guess of Metro, because if I look at NRS 453.560, Unlawful Delivery Sale Possession or Manufacture under the Control Substance Statute, it says, person, and I'm going just paraphrase, a person who delivers or sells, possesses with the intent to deliver or sell any drug paraphernalia knowing or under circumstances one, where one reasonably should know that it be used to inject, ingest, inhale or otherwise introduce into the human body a controlled substance in violation this chapter is guilty of a Category E felony and shall be punished as provided by NRS 193.130.

So, if, you know, we've even had representations made today that we know these are used for this use, why are we not –

MAYOR GOODMAN

It's no good.

COUNCILWOMAN McDONALD

– enforcing? What's –

MAYOR GOODMAN

The – reason, as Councilman McDonald could tell you, as a former police officer, that unless these kinds of paraphernalia have some, because they are not illegal per se, everything that we're talking about is not illegal per se, but if it has some residue of a narcotic or drug on it, then it's considered narcotic paraphernalia. That's the reason.

COUNCILWOMAN McDONALD

I guess this is really broad. It says knowing or under circumstances where one reasonably should know. And we have, you know, Metro making representation that we reasonably should know that these are used for illegal activity.

MAYOR GOODMAN

I think Mr. Ellis conceded that he reasonably knew that and Metro concedes it and Mr. DiFiore concedes it, but I don't know whether the Sons, whether the record reflects that they concede it.

COUNCILWOMAN McDONALD

I guess my question then goes to the enforcement side of the equation, Your Honor.

MAYOR GOODMAN

I appreciate that.

ATTORNEY DAVE CROSBY

We have our third liquor rep here that's –

MAYOR GOODMAN

That's okay. We don't have to hear him. We –

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ATTORNEY DAVE CROSBY

Well, Mr. Councilman McDonald had questions of the other two. Maybe he would like to ask, well, to maintain the continuity.

MAYOR GOODMAN

Well, I'll leave it up to Councilman. Councilman, do you have any questions you want to ask of the third liquor representative?

ATTORNEY DAVE CROSBY

He's from Costello Beverage. This is –

COUNCILMAN McDONALD

No, Sir. My only question, the only reason I asked that was because they came up and testified about drugs activity and the violation of laws. That's – the only reason I asked. I – don't have any questions.

ATTORNEY DAVE CROSBY

If I could use one of my minutes that I deferred, then you can ask him once I get through with him.

COUNCILMAN McDONALD

Your Honor –

MAYOR GOODMAN

No. I don't think there's any necessity. It's going to be cumulative, and I assume his testimony is going to be very similar. We have to move this on.

Mr. DiFiore, I believe that Councilman Brown has a question of you.

ATTORNEY DAVE CROSBY

He actually wants to talk. He wants to say something to the Councilman.

MAYOR GOODMAN

Well, your time is up. Mr. –

COUNCILMAN BROWN

Your Honor. I, Mr. DiFiore, are you going to make your part of this public record? Are you making a presentation today?

JIM DIFIORE, MANAGER,
BUSINESS SERVICES

I have made part of my presentation today, yes.

COUNCILMAN BROWN

Okay. Your Honor, I would just ask, for the sake again of continuity, that we hear his entire presentation.

MAYOR GOODMAN

All right.

JIM DIFIORE, MANAGER,
BUSINESS SERVICES

Mayor and Council, NRS 453.556 relates to as – to proof of intent to sell drug paraphernalia and I'll quote it. It says: Direct or circumstantial evidence of the intent of any owner

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of or anyone in control of the object to deliver to persons whom he knows or should reasonably know intend to use the object to facilitate a violation of this Chapter.

Another factor is the – manner in which the object is displayed for sale. I – think that's important because from the pictures that we had, the chore boys being cut ups and quarter sized. We've heard testimony that those are used typically and commonly used for drug purposes. I think that the, it clearly shows that there is evidence that they were intending to use, even though they weren't open, to use these for illegal drug sales or purposes.

Mr. Lewis has stated that he – only sold glass roses in his inventory. Then he recanted and said he did sell chore boys. So, I believe that the – other items; the single blades, the pipes and some of the other items that we found in the pictures, were clearly – the inventory of Mr. Son and Mrs. Son.

Now, Las Vegas Municipal Code gives Council the right to deny an application for a change of location, if in fact the actual business activity to be conducted constitutes a public or private nuisance or has been or is being conducted in an unlawful, illegal or impermissible manner. I think I can clarify that this, if – it was allowed to be sold on the premises, in conjunction with the beer and wine license, this would be a public nuisance.

Councilman Weekly brought to our attention the fact that this is considerable ongoing in his Ward. We have conducted a survey in all of the Wards, and I will agree with him that it is a – big factor of the convenience store sales in Wards (sic) 5 and in Ward 3. We have found little or no sales of this in Wards 1, 2, 4 and 6. And even some of the store clerks that we went in there and openly said we're doing a survey on this stated that they got rid of this stuff two or three years ago because they knew it was being used for illegal drug purposes.

So, I think the Sons certainly have an obligation to their community. If they – are really intending to be good business people, to get rid of that stuff. Other store owners have done it. And I think it will be incumbent upon my staff and Metro now to, now that this has been brought to the forefront, to go out when we do our inspections, which in the past were limited to beer and wine, the display, work cards and alcohol awareness cards, we will now be looking at the convenience stores for this type of activity.

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ATTORNEY DAVE CROSBY

We absolutely agree that none of that type of thing will be sold.

MAYOR GOODMAN

Please, please, let Mr. DiFiore finish.

ATTORNEY DAVE CROSBY

I'm sorry, Mr. Mayor.

JIM DiFIORE, MANAGER,
BUSINESS SERVICES

Essentially what I'm going to conclude with is that I think the Council has grounds to deny the change of location for this beer/wine off-sale license. It would be my contention that if it's denied, it doesn't take the license away, it just does not allow it to go into this neighborhood. If Mr. and Mrs. Son want to find a new neighborhood to go into with the beer and wine license, they're able to do that. They still have a license. It's still a possession of theirs. But I believe that this is just a denial of this particular location and the transfer of this change.

COUNCILMAN REESE

Mr. Mayor.

MAYOR GOODMAN

Yes.

JIM DiFIORE, MANAGER,
BUSINESS SERVICES

I would make that my recommendation, unless the Council wishes to impose conditions on the license itself.

COUNCILMAN REESE

And Your Honor.

MAYOR GOODMAN

Yeah, Councilman Reese.

COUNCILMAN REESE

If I could. I wish the Pastor was still here. He mentioned the churches. He mentioned the – children that attend these churches in this area. I would ask Mr. Lewis, how long have you been at this location?

DALE LEWIS

Six years.

COUNCILMAN REESE

Was there churches in and around this location when you – opened your store?

DALE LEWIS

Yes.

COUNCILMAN REESE

You know, I – can understand how churches can go in, you know, next to a – 7-Eleven or whatever that sells beer and wine. That's their choice. I think we have here a chance, I think, to maybe, if there are those churches in the area, then we can deny the change of this location, based upon the actions that we have taken in the past, with the distance

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requirement between churches and schools and parks, and so on. And I think sometimes that if we – have an opportunity like this to clean up an area where we do have proliferation of churches in the area, then we need to look at that.

I think this, I'm – not looking at the operator. I'm not looking at the existing store or the store that was there before. I'm just saying that if we have a chance to deny a liquor transfer, a beer and wine transfer into an area that is, does have churches that we have kids going in and out. And I understand the – Pastor that was here before speaking on this said that his church was within a hundred feet of the front door of this – location. So –

MAYOR GOODMAN

Thank you.

COUNCILMAN REESE

– for whatever it's worth.

MAYOR GOODMAN

Thank you. Councilman Mack?

COUNCILMAN MACK

Thank you, Your Honor. I think the item in front of us today is concerning, but I think on a broader picture, I mean, I've, it's been brought to my attention and I've been educated in brillo pads being converted in chore boys, or whatever the names are. And it's been a big education. But the legality of these items is, I think, a issue and they're not illegal items. A scouring pad is not an illegal item, but how they're cut up and used and defined, as Mr. DiFiore states that they're used in using drugs.

So, I think as we place conditions on convenience stores for single containers, we can also place conditions on for these specific items that we know that are being used in a, in illegal activity. So, I think we're – in a sensitive area here, and I think we're looking at these items as part of the suitability, and I think everything is getting confused here. You know we had a convenience store that followed last week on our agenda was a Terrible Herbst on the corner of Rancho and Washington, and I placed that condition on it that you don't sell these type of items. The Herbst's representative said that they don't sell these type of items.

But, you know, we're mixing a lot of things up. Traditional rolling papers that people use for tobacco could be considered a type of item that's used for illegal activity. So, we're in a gray area and I'm a little cautious. So, I just want to put that out.

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MAYOR GOODMAN

Councilman.

COUNCILMAN BROWN

Thank you. Mr. DiFiore, is there an existing license at this location?

JIM DIFIORE, MANAGER,
BUSINESS SERVICES

No, I believe that Mr. Lewis has put his license on non-operational status. So, there is no license currently at this location.

COUNCILMAN BROWN

So, in, from a legal perspective, then, there's no, if he sold the store, he still has a liquor license, but it's not active at this spot?

JIM DIFIORE, MANAGER,
BUSINESS SERVICES

I believe that's correct.

COUNCILMAN BROWN

Okay. At this location, Mr. Lewis indicated he owned it for six years. Was there any kind of history or record of problems with either drugs or the sale of alcohol or, do we – have any record of past six years at this location?

JIM DIFIORE, MANAGER,
BUSINESS SERVICES

No, we do not.

COUNCILMAN BROWN

Okay. And then the final question at this point, Your Honor, and this may be directed to you, Your Honor, our legal or someone else. The whole issue of intent to sell and the whole issue of going into a store that isn't officially opened that there may be an indication that they will sell; is that against the law? The – intent?

MAYOR GOODMAN

If – Mr. DiFiore or one of his representatives came in to the store after we had called a time out at our last Council meeting and went up to Mrs. Son and said, Mrs. Son, I see you have these little brillo pads and these little razor blades, do you intend to sell them to people who, well, number one, to sell them? And if she said yes, the next question is, do you know that they're used for drug trafficking or drug use? And if she said yes, that's still isn't enough. She has to know that the person or have reason to believe the person was purchasing it is actually going to use it for that purpose.

COUNCILMAN BROWN

So, if we, along the same lines, if we went to some of these other locations that Mr. Lewis has indicated he went to in the general vicinity, walked in today with an existing license and saw some of the materials that have been presented

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the last two meetings, is that a violation of either our Municipal Code, State Code, or gives us enough evidence to stop the sale of beer and wine at that existing location?

JIM DiFIORE, MANAGER,
BUSINESS SERVICES

I would have to defer that to our – counselors for comment.

COUNCILMAN BROWN

But part of the rec', and again, I need to understand the justification. Part of the justification for denial is not the beer and wine, not the suitability, not the location, but this material on site that has a potential to, for – drug paraphernalia to be sold? And if that is the justification of denial, are we not saying that we can go out today look in these other stores and then fine them or arrest them or do something along the same justification?

ASSISTANT CITY ATTORNEY
JOHN REDLEIN

Because sale or possession with intent to sell the drug paraphernalia is unlawful, it constitutes both an administrative violation for which you could notice somebody and take away their existing liquor license or beer and wine license or which when their suitability is on the table for an item like this, the transfer of location, that you could judge them to be unsuitable to be qualified for that transfer.

COUNCILMAN BROWN

So, the answer to that part, then, is yes. If we went out to six convenience stores or Mr. Bills Tobacco Shop or something and they are selling these items, that is a violation of our administrative code and we –

ASSISTANT CITY ATTORNEY
JOHN REDLEIN

The – problem is with the intent element. That's how places like Mr. Bills get away with it. If he walked in there and asked, picked one of those pipes and said what's this for, they tell you it was for smoking tobacco and –

COUNCILMAN BROWN

Okay. Separate from Mr. Bills then, let's, we'll go –

ASSISTANT CITY ATTORNEY
JOHN REDLEIN

Well –

COUNCILMAN BROWN

– to a convenience store or something similar.

ASSISTANT CITY ATTORNEY
JOHN REDLEIN

Yes. And – here, I mean, the glass pipes we've been, that we've seen in our exhibit are known to be for smoking crack cocaine. They often contain the little flower, so they won't even tell you it's for tobacco. They'll tell you it's a flower vase. One plucks out the flower, throws it away and uses it to smoke illegal drugs with. Without any statement, or without any other evidence or admission, it's awful tough to

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prove that there it's not for tobacco, that it's for smoking cocaine.

Here we've got the combination of the razor blades, which are used to shape the rocks or chop and shape the cocaine for inhalation or the rocks for smoking. The cut-up brillo pads, which are sold in a much larger format, which have now been cut down to dime size, which are used to lay the rock on, generate the air and heat it up. Little Visqueen bags, which are used to package, they wouldn't hold a 50-cent piece. They're that small. And, of course, the statute talks about things that are used to prepare, pack, repack, store, ingest, inhale or otherwise introduced. It's the combination of all of these things, with the prepared brillo pads under the counter at a time when Mrs. Son is trying to throw them away after she learns that this has been a matter of concern to you, that I think puts you in a good position to say we judge this to be paraphernalia. Where a whole brillo pad on a store in Albertsons doesn't mean anything, but it's the combination of things hidden, known to be used for drug packaging preparation, inhalation or ingestion, that they're trying to get rid of –

COUNCILMAN BROWN

I – appreciate that. So, let – me go back to you, Mr. DiFiore. Specifically then, if that's the case, now I heard earlier that Mr. Lou, I'm sorry.

DALE LEWIS

Lewis.

COUNCILMAN BROWN

Mr. Lewis indicated that it was his property and for whatever reason she was there, but that may not be, her actions, whether they called or ran over or were trying to hide something, that's a suitability issue. Your recommendation is based on the materials that were in the store? The inventory itself? It has nothing to do with them sneaking away or going over to clean things up? It's – the material that was in the store?

JIM DIFIORE, MANAGER,
BUSINESS SERVICES

Correct. The circumstantial evidence that we found.

COUNCILMAN BROWN

Okay. I – just need to understand that component of it, because I don't see the difference between this store, specifically on the paraphernalia issue, that is not opened, but with potential intent to sell, and the numerous stores out there today that are opened with the same paraphernalia. What I'm hearing today, if – I support the recommendation for denial, then I would likewise be in a legal position to support Metro or the City going into these other

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establishments and taking action, administrative action, fines, closing the business license, that's – part of the overall recommendation?

JIM DiFIORE, MANAGER
BUSINESS SERVICES

Absolutely, and – we've already started that.

COUNCILMAN BROWN

Mr. DiFiore, thank you. I appreciate that clear.

MAYOR GOODMAN

Okay. Any other questions from the Council?

COUNCILMAN McDONALD

Just one comment.

MAYOR GOODMAN

All right. Thank you. Councilman Weekly.

COUNCILMAN WEEKLY

Thank you very much, Your Honor. I'd like to ask Mr. Lewis a couple of questions, please, real briefly. Mr. Lewis, you indicated you owned the store for six years?

DALE LEWIS

I was the – manager of the store for six years.

COUNCILMAN WEEKLY

Where does Mr. Sikes come into play here?

DALE LEWIS

Well, actually I was – in partners with Mr. Sikes. Mrs. Sikes –

COUNCILMAN WEEKLY

So, who owned the –

DALE LEWIS

Mrs. Sikes.

COUNCILMAN WEEKLY

– existing license then? Mr. Sikes.

DALE LEWIS

Mrs. Sikes.

COUNCILMAN WEEKLY

Mrs. Sikes. Now, I gue', I think about six months ago you were quick (sic) deeded, his portion or her portion of the store?

DALE LEWIS

In January of last year I was quit claimed the – half of the property.

COUNCILMAN WEEKLY

So, is there an existing lease still on the property?

DALE LEWIS

As of April 1st –

COUNCILMAN WEEKLY

When Mr., when Mrs., I'm sorry.

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DALE LEWIS -- I became, Mr. Sikes quit claimed his part of the property to me.

COUNCILMAN WEEKLY Is Mr. Sikes still responsible for a monthly payment, mortgage payment?

DALE LEWIS No.

COUNCILMAN WEEKLY No? Not at all?

DALE LEWIS No.

COUNCILMAN WEEKLY Okay. So, let me, I just, for my own information here. So, with the Sons here, are they looking to purchase just the whole property from you? Is that what they're looking to do?

DALE LEWIS What the – deal was, I found out they were going to lose their lease and I've, I'd like to retire. I said to them, I will sell you this inventory and the equipment, no license involved, you bring your license over and get approval for your license. I leased them the, I made a lease with them for, with five years and a five-year option and with the stipulation that after three years I would consider selling them the building.

COUNCILMAN WEEKLY So, they're just basically gonna lease from you right now?

DALE LEWIS Pardon me?

COUNCILMAN WEEKLY They just gonna lease from you right now?

DALE LEWIS Yes.

COUNCILMAN WEEKLY Okay. Your Honor, if you will, keep in mind, two weeks ago I made a motion to deny this particular request, and it wasn't by own request that this be abeyed. I did not abey this item. I still feel the same way that I did two weeks ago, and the reason I say that is because I was not here talking about the drug paraphernalia. I was talking about your liquor license. I was asked to justify why is that I feel like the Sons should not sell beer and wine at this new location on D Street. And I felt, because I had to justify this because of the history the Sons had on F and Jackson Street. That is what I put on the record.

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Now, I'm not here to talk about the Sons' past history and even go back to how they ran their business in Los Angeles. Okay? The Sons have not been good neighbors to this residence over here where they were formerly located at. Southern Wine and Spirits, Costello Beverages, Nevada Beverages, hey, this is a business. This – is all business. As long as they pay their bills on time, of course, they're going to do quite well. And so for the Health Department to give them a Grade A, and the beverage companies to give them a Grade A, Lawrence Weekly gives them an F, because I don't think that they've been a great neighbor and I don't believe this thing about giving out lunch boxes. To who? To the area crack heads who come in there to do what they do? I mean, of course, they're going to do quite well. And where do they do quite well? In the beer and wine department. That's where they do quite well.

And with the garbage that has taken place and with all of the activity that goes on there, Your Honor, when we talk about why is it that we want to be on this Council and why is it that we want to go out and support our communities, this is one of the main reasons why I got involved. I believe that if you're not a part of the solution, you're part of the problem. And this has been a problem, and it is so easy to sit here and say, well, I think they've been a good business, there've been no Metro reports. Probably because there have not been a lot of people willing to come forward to say what the problem is. You got a person out here with 200 petitions have with folks who don't even want their addresses known because people are afraid.

We get the calls every single day about the problem. Where do we begin cleaning up this process? And for me to sit here and have to justify to this Council now, just as you pointed out, Mr. DiFiore, you don't have these problems in all these other Wards, because them, these, those sitting up here would not allow it, would not have it. Would not have it. I'd love to see you take your license and go in one of these other Wards. You'd be shut down within a matter of weeks, because they're not going to tolerate it. So, if it's not good for anybody else's neighborhood, what makes you think it's good for this one? And I don't think it's right, and I don't think it's fair, and I don't know anything about the law. Applied at the law school, because I want to know the law a little bit better.

Mr. Mayor, I admire you very much in your field of profession. I want to know more about the law, that's why

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I'm applying to law school, because I don't understand this at all. I don't know what I need to say to build a case here to say why it is that these folks here do not deserve their – license over here.

Now, Mr. Crosby, I commend you, Sir. I think that you, you're earning your money here today. I think that you're presenting a very good case, as far as your clients are concerned. But your clients have not been good neighbors in this residence. I don't care what you stand here and say, because, number one, you don't frequent that store. Number two, you don't go and shop there. Number three, I wouldn't even go in that store. Okay? It's – very bad business that they've conducted.

Mr. Lewis, you – actually have not ran that community store for six years. You – should stand here and tell the people the truth about how that store was formerly ran. This was a – community store that ran on a buddy system. You got a lot of seniors that live in the neighborhood. You have seniors who are taking care of their grandchildren because their own children are out there walking the streets and – trying to do anything that they can to purchase crack cocaine. This, the Sons haven't been good neighbors in – helping to do their part to uplift this neighborhood or to come out and actively get involved in the neighborhood. Not that they even have to. But to stand here and tell me because they've gone over and put some fresh coat of paint on this – old building, that doesn't make them a good neighbor.

Your Honor, my – motion again is, and I still say, as far as the suitability of these applicants and the location, they want to open up a convenience store and that's, and I wasn't even arguing last two weeks ago about the fact of them opening up a store. If they want open up a store, have at it. My recommendation was dealing with the beer and wine license. That's the only thing, Sir, I was talking about. And I brought up the fact about the, you participating in what's going in the neighborhood and you have participated. And to stand here today and all of a sudden it's a language barrier, you know, you don't understand what it is that you're selling. The day that they went into that store, you – didn't say a word. That was not your stuff. That was their stuff in that store and you know that, Mr. Lewis. And to stand here today and – try and even act like it's, it was not. You know, why were you even selling it? Because you know what the demand is. Mr. Crosby, you said it. They sell it because it's a demand. You're right. It is a demand.

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MAYOR GOODMAN

No. It just has to fall (inaudible)

COUNCILMAN WEEKLY

So, I mean, that's my motion, Your Honor, and like I said, again, I don't know what it is I need to say to you all on this Council. Just like, Councilwoman, you know Summerlin; I know the West side. And –

ATTORNEY DAVE CROSBY

Can I ask a question?

MAYOR GOODMAN

No. Not – right now.

COUNCILMAN WEEKLY

– when you ask me anything about what happens in this neighborhood, I can tell you. I'm not making up anything. I don't have anything personal against these folks here. Not at all.

ATTORNEY DAVE CROSBY

Where have you been for the last six years? Why didn't you bring it forward?

MAYOR GOODMAN

Wait a second. Wait a second.

ATTORNEY DAVE CROSBY

I'm sorry.

COUNCILMAN WEEKLY

Not on this Council.

ATTORNEY DAVE CROSBY

But you are a citizen, you could bring, if there are problems at this location --

MAYOR GOODMAN

Wait. Please.

ATTORNEY DAVE CROSBY

I'm sorry, Sir.

COUNCILMAN REESE

Councilman – Weekly, if I could just ask you –

COUNCILMAN WEEKLY

Not on this Council, but now that I'm here, now that I'm here it's my responsibility.

ATTORNEY DAVE CROSBY

But as a citizen it's also your responsibility –

MAYOR GOODMAN

Right. Please, we – don't have to be lectured too, at this point.

ATTORNEY DAVE CROSBY

I'm sorry.

MAYOR GOODMAN

Councilman Reese, please.

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COUNCILMAN REESE

Councilman Weekly, if I could ask you. In your motion, then are you – stating then that you're going to make a motion for denial of this transfer –

COUNCILMAN WEEKLY

Of the transfer.

COUNCILMAN REESE

– because you feel – then that this is not going to be compatible with the neighborhood –

COUNCILMAN WEEKLY

That's (inaudible) and not compatible.

COUNCILMAN REESE

– the way it's changed the last three or four years?

COUNCILMAN WEEKLY

Absolutely.

COUNCILMAN REESE

Thank you.

MAYOR GOODMAN

All right. Anybody else have any comments or questions? I do. I think there's something really, really wrong with what I've heard over the last month here. I understand where Councilman Weekly's coming from. He's a percipient participant, witness to activity that he feels is detrimental to, his neighborhood and I respect that. But I have a real hard time, Mr. DiFiore, with all due respect to you, and I have a real hard time, Sergeant, with all due respect to you, that there hasn't been some kind of action taken either against the Sons or against Mr. Lewis for this activity, which all of a sudden this Council is being asked to find so offensive.

I'd like an explanation on that, because I find it very difficult, really, for us to deny somebody a property interest when our own law enforcement and enforcement people haven't done a darn thing about it. I find – that to be a real problem. Because if there's a problem over there where Mr. Weekly lives and where he represents, that problem should be ameliorated, it should be corrected. It shouldn't have to wait for somebody to come and ask for a transfer of a beer and wine license around the block. There's something really, really wrong happening here, and I would like an explanation.

COUNCILMAN WEEKLY

I'd just like to say, Your Honor, before he comments, is that it's not so much even about where I live, it's just about the – whole scheme of all of these convenience stores.

MAYOR GOODMAN

I understand.

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COUNCILMAN WEEKLY

Just as he pointed out, it is in a small area of the City in which these problems exist, and the reason they exist like that is because people turn their heads the other way and act like it doesn't exist and sweep it under the carpet.

MAYOR GOODMAN

Well –

COUNCILMAN WEEKLY

And – because, you know, people say, well, hey, as long as it's not in my neighborhood it's not a problem.

MAYOR GOODMAN

(Inaudible)

COUNCILMAN WEEKLY

And it doesn't matter. I don't live, I don't even live around the corner from this store.

MAYOR GOODMAN

Councilman, if there's something wrong with the – little Charlie Boys (sic), whatever they're called, and the roses, whatever they're called, I want to know why we didn't do something about it before two weeks ago. I want an answer.

JIM DIFIORE, MANAGER,
BUSINESS SERVICES

Mayor, I can tell you this. I, just as I said two weeks ago, I've been educated on this issue in the last three weeks, four weeks. I did not know these items were on the store, and when we go in there and we do our inspections again, in some areas, in Ward 3 and in Ward 5, they're behind the counter. We don't go behind the counter. We didn't go behind the counter to look for these items 'cause we didn't know what we were looking for.

MAYOR GOODMAN

How about Metro?

SERGEANT PAUL PAGE

Mayor, ultimately when it comes to these things, is how you brought up before, is that we would go ahead and either issue a citation or arrest someone that has it on their possession that's using it for drugs, for it's not normally our course of action to go into these businesses and cite the owners because they're selling 'em because there is also a useful, a lawful purpose for 'em.

MAYOR GOODMAN

That's, I've got a big problem.

SERGEANT PAUL PAGE

But – we do have a proactive stance against drugs and against people using these items. But we'd spent our entire day trying to regulate this – part of it. So –

MAYOR GOODMAN

All right. Well, I think what we're going have to do is, after this vote, no matter how it turns out, I'm going to ask that

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Councilman Weekly, myself and sit down with Metro and Business Licensing. Councilman Reese, where Ward apparently is affected by it as well, and any other members of the Council who feel that it's a, affects their particular Wards. And let's get this thing resolved because it stinks. It really does. What I've heard, no accept for, I can't accept it. I think it stinks. I really do.

COUNCILMAN McDONALD

Your Honor?

MAYOR GOODMAN

Yeah.

COUNCILMAN McDONALD

One comment. I think you know, and it was also pointed by Sergeant, selling these individually are not illegal. And I can tell you numerous times when – I was on patrol, when I was working in plain clothes, you see this, and it's common knowledge among an educated background, and or police if you're an attorney, and you're representing someone who has this type of – an arrest. But it's not just the fact that they sell, and I think Councilman Weekly or Councilman Reese brought it up, that they're selling char, the Char Brays (sic) or the brillo pads. It's the fact that they cut 'em up. I mean you can go to Summerlin and buy Char Brays (sic) and it's in my neighborhood. But when they're cut up, someone had to cut those up. They don't come like that. Someone cut those up and they cut them up for a purpose.

And I think you can't ignore the fact. We – can't sit up here as – Councilmen and policy saying you cannot sell this in your store. I think they need to know that if an investigation is being done, it was brought that we're going to go in this, all the community, and say that there is an investigation being done and if you're caught up selling Char Brays (sic) and you're caught up selling the pipes and the individual razors, well, you know what, common sense, any common sense would say these items don't come packaged this way. And we are talking about a privileged license. It is a – privilege to do business in the City of Las Vegas, and it is a privilege to be able to come before this Council and say you want to move your license. And, you know, to sit up here and saying we didn't know or that type of attitude, I think, Your Honor, and that's – the problem I had, is last week has not changed from today.

When you asked for these items were there and it was pointed out, stated no. You have people that have been in business for 10 years and now all of the sudden there is a language barrier. There wasn't a language barrier when they were behind the counter, selling it for 10 years. Now all

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of a sudden there's a language barrier when they come before the Council and you asked them a simple question: Do you sell these articles in your store? And it was said no. And, you know, do you sell the razors individually? No. Do you sell the Char Brays (sic)? I don't recall? Do you sell the roses in the – glass pipes? No. Then when Metro goes over there and investigates, along with representatives from Mr. DiFiore's office, Councilman Weekly's office, what do we find? We find that we have the owner's wife throwing stuff into bags trying to get them out of there. I mean this isn't rocket-scientists, as far as what was taking place.

And I think – when you are very, very fair. You've been fair since I've known you, long before I got on this Council, long before you and I became colleagues, you were fair. But to sit up here and be flat lied to or dishonest, or however you want to phrase it, a gross misunderstanding doesn't wash. And that's – my comment and I will support Councilman Weekly's motion.

MAYOR GOODMAN

Okay.

COUNCILMAN BROWN

Your Honor?

MAYOR GOODMAN

Yes.

COUNCILMAN BROWN

I owe Councilman Weekly an explanation why I'm not going to support his motion. And I – want to do this respectfully. Two weeks ago I put this on the record, that no one knows this area better than Councilman Weekly. And what Councilman Weekly said as far as the drug paraphernalia and changing the whole culture over there and moving it to the next level, I wholeheartedly agree. I said that two weeks ago.

But there're – certain rights of every applicant and every private property owner and there's certain rules that this Council has to abide by. And from the outset of this public hearing, I've heard Mr. DiFiore talk about it's the drug paraphernalia in the store that is staff's recommendation for denial. I've heard comments made on the record that it's a suitability issue, that these people may have lied two weeks ago. And what bothers me most is if, in fact, we're going to create this new standard or enforce the law that's on the books that we haven't been enforcing, we can't start it today and put, regardless of who's in front of us as an applicant, make them the first one and say you're it. Their process, their application has been in this process, been in the system long before we're establishing this new standard.

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And I couldn't agree with Councilman Weekly more. There's a problem here, and it's not just at this location. It's not just in the West side. I think it's systemic throughout our community. But I think we're going after it the wrong way if we truly want to solve it. And – as much as I appreciate what he's doing and his passion for this area, from a due process standpoint, I – can't support the motion.

MAYOR GOODMAN

All right. Any other comments? Councilwoman?

COUNCILWOMAN McDONALD

Your Honor, I just want to, I guess, get some type of indication, either from our staff or, as it relates to other convenience stores, not only in this area, but throughout the City, are we going to, I guess, step up enforcement and gonna come with a plan of action to then go and see who else is operating in the – same manner? Because, you know, I've always been a good believer, what's good for the goose is good for the gander. So, if we're going to hold them to this standard, then we have to have a game plan as to going out, checking out the inventory of all these other locations and be prepared to have a bunch of show cause hearings. Because if we hold them to this standard, then my view is everyone has to be held to this standard.

And, I guess, the question I have is are we equipped to handle that level of, you know, sweeping, for lack of better – word. And the question I have before the Council is if we go down this path, are we prepared to bring other licensees back before the Council for show cause hearings if they are found to be operating at the same level that this applicant has been operating?

COUNCILMAN WEEKLY

Can I say this real quick before they comment?

MAYOR GOODMAN

Yes, sure.

COUNCILMAN WEEKLY

I feel like this, if a convenience store owner is operating and, hey, and they're not – up for a review or, hey, their license is in place and – we're not enforcing any of these laws or Metro is not out there doing what we feel like they need to be doing, hey, shame on us. But when an applicant comes back before this Council for a review or they're looking to transfer their license somewhere else, as pointed out earlier, this is a privileged license. And it's our responsibility then to go back and look at everything that we find that's happening in our communities that we represent and bring it and put it on the record. And that's what we are supposed to be doing. Now, if you all are telling me that that's not what our

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role is up here, then, Your Honor, I need to really be educated on how this whole process works, because it sounds to me like what's good for one is not good for anybody else. And –

COUNCILWOMAN McDONALD

The reason why I threw –

COUNCILMAN WEEKLY

These folks right here, and let – me say this to you again, and it is absolutely nothing personal with the Sons, but, you know, first of all, they weren't good business people in Los Angeles as well. They have a situation where they were in Los Angeles, Mr. Crosby, and I'm sure, let's put it out there, where they actually shot a kid who had (inaudible).

ATTORNEY DAVE CROSBY

They didn't, and I have the newspaper article to show it. Absolutely, absolutely not.

COUNCILMAN WEEKLY

Come on out of here. These – are people that I do not think are good business people, who I think are good for the neighborhood. And, you know, it's unfortunate that this Council would have this kind of attitude and mentality. And, Councilman Brown, I appreciate your comments, but explain it to the – people. I'm okay with it. I'm just here to do what they put me here to do. Explain it to this residence that, the reason why you denied the vote.

COUNCILWOMAN McDONALD

The question I, the reason why I – brought this, you know, comment out about the enforcement side, because, to me, it really comes back to the question of enforcement. Because, you know, hypothetically if we deny this operator, that's one down, but there could be 50 more still operating that may not come back for renewal for another two years, five years, ten years or if ever. And closing one and if 49 are still operating and selling the things, what have we accomplished? I mean that was my point, that if we deny, if we set this, to me, the denial is setting a standard and I think it is a good standard. But to, in order to really, if we're going to say we're standing for making a change in the neighborhood, you can't stop at one. You have to go and put out a full court press and go into every convenience store, not just when they come up for renewal because you're impacting lives, you know, or going in continuously, a steady stream of activity in these neighborhoods. So, if I'm, you know, you can, you know, take out one, but if you really want to make a change, I just believe that, you know, it's like Normandy, you got to take the whole beach and you better bring out all the equipment and you got to go out and check everything out and bring everyone to the same standard.

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So, I, you know, I can support the motion if the commitment is made by this Council that you go out and you enforce and you sweep and you hold everyone to the same standard. But if we aren't willing to do that, to me it's just symbolism today and it's not addressing the root of the issue.

MAYOR GOODMAN

All right. Thank you. Councilman Reese?

COUNCILMAN REESE

Yes. Councilwoman McDonald, I certainly support your comments. I think that that is – admirable. I think we need to do that, but first of all, in my mind, what I'm voting on here today is the – transfer of a liquor license from one location to another. And I did represent this area at one time. I do know some of the concerns that some of the residents have in this area and I see this, to me, the ability to get rid of beer and wine in a location that has been in need of less alcohol sales in the area.

And so, I have nothing to do, I'm not voting against the – proprietors of, I'm just voting against one liquor license that I think needs to be removed. I would do the same thing in – Ward 3. I have been, I think my record speaks for itself, as far as liquor sales, alcohol sales in different areas when it pertains to parks, churches. I think that it's important that we do protect these – other locations. And so, if we – can go in here and get rid of a liquor license, beer and wine in an area that definitely needs it, then I'm going to support that motion and that's the reason I am supporting the motion.

MAYOR GOODMAN

Very good. All right. There's a motion. Vote on the motion, please.

COUNCILMAN MACK

Mr. Mayor, – Mayor. One comment.

MAYOR GOODMAN

Yes.

COUNCILMAN MACK

I'm – having a hard time wrestling with making a decision up here based on the facts that have been brought forward and the suitability and the fairness of the process. What's been mentioned to us is that for Metro and from background is that their slate's clean. What I'd like to ask, Councilman Weekly, and all due respect, I – do share the cleanup and the issues that you do face in Ward 5. And I think you know that I'm quite committed to that cause.

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I'd like to ask Councilman Reese, since you did represent this area in the past, have you, do you have a history of concerns from these applicants? In – your previous experience?

COUNCILMAN REESE

I – can certainly answer that. When you give a license, 99% of the time, you have a three-month review or a six-month review or whatever. There has been problems and concerns, not necessarily with the previous applicant that has been in this location. No. All I know is, is that we've had probably four/five other locations in the area where we have had concerns because of loiterers, people out in the streets representing themselves as prostitutes or drug dealers or whatever. And I think that it goes hand-in-hand beer, wine, drugs, prostitutes, whatever. Okay. And I, all I'm saying is, I can see once we have issued the license to the previous tenants there, it's pretty hard for us to go in there and remove them. Okay. And all I can say is, is that one applicant has left. We have another applicant that wants to transfer to this location. The locations speaking from history, in the past, is not suitable.

And when you talk about suitability, compatibility, whatever, I just feel like that I can support – the Councilman's desire, request to go in there and try to make a difference in his area. And I, like I say I would that if – in any other areas of the City of Las Vegas. And so that's the reason I'm supporting the motion.

MAYOR GOODMAN

Okay.

UNIDENTIFIED MALE

Mayor, are we – allowed to speak?

MAYOR GOODMAN

No. No. We have a motion before us at this time.

UNIDENTIFIED MALE

I thought we was on the question?

MAYOR GOODMAN

No. Vote on the motion, please. Post, please. Motion carries. Okay. **(Motion carried with Goodman and Brown voting NO.)**

UNIDENTIFIED MALE

Okay. Well, all right.

ATTORNEY DAVE CROSBY

Could you show the screen again and see what the vote is, please?

MAYOR GOODMAN

I think it was five to two.

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ATTORNEY DAVE CROSBY

Thank you.

(END OF DISCUSSION)

/ac;gpb/vwd

City of Las Vegas

Agenda Item No. 87

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 16, 2001

DEPARTMENT: NEIGHBORHOOD SERVICES**DIRECTOR: SHARON SEGERBLOM**☐**CONSENT**☒**DISCUSSION****SUBJECT:**

Discussion and possible action regarding an Agreement to Loan Redevelopment Set Aside Housing Funds and HOME Investment Partnership ("HOME") Program funds to L'Octaine Limited Partnership to construct a 51-unit rental project at Las Vegas Blvd and Gass (\$850,000 Redevelopment Set Aside and \$1,650,000 HOME Grant Funds) - Ward 5 (Weekly)

Fiscal Impact☐**No Impact****Amount:** \$2,500,000☒**Budget Funds Available****Dept./Division:** Neigh. Svcs./Neigh. Devel.☐**Augmentation Required****Funding Source:** Redevelopment Set Aside and HOME Grant funds**PURPOSE/BACKGROUND:**

Discussion regarding an Agreement to Loan Redevelopment Set Aside Housing Funds and HOME Investment Partnership ("HOME") Program funds to L'Octaine Limited Partnership to construct 51 rental units, 22 of the units will be dedicated HOME-eligible units. The project will include 4100 square feet of retail space located at street level. This project is located in a vital area of redevelopment for the city of Las Vegas.

RECOMMENDATION:

It is the recommendation of the City Manager to approve the Agreement to Loan Redevelopment Set Aside Housing Funds and HOME Investment Partnership ("HOME") Program funds to L'Octaine Limited Partnership, and to authorize the Mayor to sign any and all necessary agreements.

BACKUP DOCUMENTATION:

Agreement to Loan Redevelopment Set Aside Housing Funds and HOME Investment Partnership ("HOME") Program funds to L'Octaine Limited Partnership

MOTION:**WEEKLY – APPROVED – as recommended - UNANIMOUS****MINUTES:**

WILL NEWBERN, Tom Hom Group, 211 North 8th Street, and SCOTT BROWN were present.

SHARON SEGERBLOM, Director, Neighborhood Services Department, explained that the L'Octaine project is located at the corner of Las Vegas Boulevard and Gass and was allocated

*City of Las Vegas***Agenda Item No. 87**

CITY COUNCIL MEETING OF MAY 16, 2001

Neighborhood Services

Item 87 – Discussion and possible action regarding an Agreement to Loan Redevelopment Set Aside Housing funds and HOME Investments Partnership Program funds to L'Octaine Limited Partnership

MINUTES – Continued:

private activity bonds in 2000. In October of that year, the Tom Hom Group identified a funding gap for this project and approached the City of Las Vegas concerning possible ways to resolve that gap. Following meetings with the City and the Tom Hom Group, it was decided that the best way to address it would be through a loan. Staff is recommending a loan from HOME funds as well as Redevelopment Agency Set Aside Affordable Housing funds. The project would have a 20-year affordability period and the City will maintain a lien on the property until the HOME and Set Aside funds have been paid in full.

She mentioned some of the other current development projects in the immediate area and stated that by approving the subject development the City Council will assure that a key corner of Las Vegas Boulevard will become a vital part of the downtown revitalization. The mixed-used, mixed-income affordable housing project will provide 51 rental units, with 22 units dedicated to affordable rents, and 4,100 square feet of commercial retail space. She noted that staff has worked with the Las Vegas Metropolitan Police Department on the safety aspects.

MR. NEWBERN stated that the Tom Hom Group is happy to be doing this project. He thanked the City and the City departments that have been involved in this project, with special thanks to MS. SEGERBLOM for leading the way. He apologized for being about a month behind schedule. The total construction schedule is about 12 months, and they should be breaking ground within approximately 90 days.

MAYOR GOODMAN requested that the Tom Hom Group consider changing the name of this project, because he received a call from one of the local neighborhood preservation groups about a concern that the name of the project might reflect on the reputation of local hero Octavious Decatur Gass. MR. NEWBERN requested that a representative of the neighborhood preservation group contact him to discuss the concern. He assured MAYOR GOODMAN that there was no intention of offending anyone.

COUNCILMAN McDONALD asked MR. NEWBERN how much money the Tom Hom Group would be investing in this project. MR. NEWBERN indicated that as of May 15, 2001, they had invested \$514,000 in the project. They will be reimbursed for a portion of that amount, but over the long-term the Group will have put about \$400,000 into the project. COUNCILMAN McDONALD asked if the Tom Hom Group was being paid a developer's fee. MR. NEWBERN responded that they would be receiving about \$700,000. MR. SEGERBLOM indicated she would provide the Council with the exact amount, but she thought it was more like \$649,000. She noted that the money for this loan will be repaid, and a lien will carry with the property until it is paid in full.

City of Las Vegas

Agenda Item No. 87

CITY COUNCIL MEETING OF MAY 16, 2001

Neighborhood Services

Item 87 – Discussion and possible action regarding an Agreement to Loan
Redevelopment Set Aside Housing funds and HOME Investments Partnership Program
funds to L'Octaine Limited Partnership

MINUTES – Continued:

COUNCILMAN WEEKLY commented that this is another great step toward progress, and the
constituents are going to be very happy about the project.

There was no further discussion.

(12:42 – 12:49)

3-1194

NEVADA CONSTRUCTION SERVICES
04-04-11Y-JO
DISBURSEMENT AGREEMENT

THIS AGREEMENT is made and entered into this 19th day of April, 2004 by and between **NEVADA CONSTRUCTION SERVICES**, hereinafter referred to as "**NCS**", **L'OCTAINE LIMITED PARTNERSHIP**, hereinafter referred to as "**Owner**", **WILL BUILDER'S CORP.**, hereinafter referred to as "**Contractor**", and **CITY OF LAS VEGAS**, hereinafter referred to as "**Lender**".

WHEREAS, Owner is the owner in fee simple of certain parcel(s) of land situated in the County of Clark, State of Nevada, which is more particularly described as 801 South Las Vegas Boulevard, APN#139-34-401-006 in Las Vegas, Nevada.

WHEREAS, Owner desires to construct mixed/use mixed/income 51 unit apartments upon the aforesaid real property, hereinafter referred to as "Project" and in connection therewith desires to borrow from Lender, the total sum up to \$1,399,640.68, which is for the purpose of financing the construction cost of said Project.

WHEREAS, Owner has selected and employed Contractor, licensed in accordance with the applicable state requirements, to construct said Project on said property in accordance with plans and specifications deposited or to be deposited with Lender, and further, Contractor has agreed to complete said construction in accordance with certain plans and specifications approved by the Owner, Contractor and Lender, and further, in compliance with the requirements of the building code(s) of the political subdivision having jurisdiction over said Project.

WHEREAS, Lender has agreed to fund for construction costs the sum up to \$1,399,640.68 to be used for said Project in accordance with the Agreement To Loan Redevelopment Set Aside Housing and HOME Program Funds to L'Octaine Limited Partnership dated May 16, 2001, hereinafter referred to as the "Agreement to Loan". This Agreement is executed to ensure the prompt and accurate payment of costs of construction of said Project including labor, materials, subcontractors and contractor's claims against the approved Lender's cost breakdown (Attachment 1).

WHEREAS, Lender desires to appoint Nevada Construction Services (NCS) as its agent under said Agreement to Fund for disbursement of hard construction costs.

Now, therefore, and in consideration of the premises and for and in consideration of the covenants and agreements hereinafter set forth by each of the parties hereto to be kept and performed, it is mutually understood and agreed as follows:

1. That Lender appoints NCS its Agent for disbursement of hard construction costs and shall disburse to or through or upon the approval of NCS the sum up to \$1,399,640.68 from the proceeds of the loan, for the purpose of making available for construction purposes the contract amount of said Project. The sum up to \$1,399,640.68 shall be hereinafter designated as said "Construction Fund" throughout this Agreement, which excludes -0- of the total loan.

2. That in the event the Lender releases the balance of the Construction Funds directly to the Owner and/or Contractor prior to the completion of construction or the expiration of the lien period, Lender and Owner agree to notify NCS in writing to verify no additional funds are required for payments to any such persons as are legally entitled thereto pursuant to invoices, contracts, retention, or other supporting documents.

3. That Owner does hereby agree to instruct Contractor to deliver to NCS each and every item required by NCS for the Performance of work, as outlined herein, including but not limited to the contract agreement, cost breakdown, subcontracts for which NCS will disburse funds, working plans and specifications, etc.

4. That NCS shall maintain a general trust account and shall not commingle any funds received from Lender and/or Owner with its own funds. Any funds received from the Owner or Lender may be deposited in said general trust account. Accurate accounting records shall be kept of deposits and withdrawals from said account. NCS shall not be obliged to pay interest on any funds deposited to the general trust account.

5. That Contractor and Owner do hereby agree to comply with all terms and conditions of the Construction Loan Agreement, and consents to the appointment of NCS as Agent.

6. That Contractor shall construct said Project in strict compliance with the plans and specifications relating thereto filed without first obtaining the written approval of NCS, Owner, and Lender.

7. That NCS does hereby agree to promptly apply the monies received by it hereunder to the payment of vouchers to be issued and signed by the City of Las Vegas Neighborhood Development Division designee, Contractor and/or Owner, of such costs as are properly allocated to the construction of said Project and such payments to be made to such persons as are legally entitled thereto pursuant to invoices, contracts, labor and/or material supply releases, or other supporting documents. Any percentage of the contract amount to be retained until the expiration of the period for the filing of mechanic's lien claims shall be in accordance with the Construction Loan Agreement. Said funds shall then be paid to Contractor or to such other persons as shall be entitled to receive same.

8. That NCS shall maintain complete and adequate records of all sums received and disbursed by, through, or at its direction, and shall permit the inspection of said records by Contractor, Owner and Lender at all times during regular business hours.

9. That NCS shall inspect said Project at reasonable intervals as deemed necessary by NCS, to determine what costs of construction may be properly paid. This is not to be deemed the equivalent of, nor a substitute for architectural supervision or inspections by Owner or Lender. NCS does not contract or guarantee that the construction job will be completed, or built in accordance with said plans, specifications, and budgets, or in accordance with pertinent building codes, ordinances or regulations.

10. That Owner agrees to pay to NCS a fee of \$ 5,000.00 prior to the first disbursement from the Construction Loan Fund. In addition, should Owner request additional services not covered by this agreement, Owner agrees to pay NCS, upon request the value of any services, money expended or indebtedness incurred, including reasonable attorney's fees.

a. Fees will be deemed to have been earned at the time the agreement is executed, and no refund will be made of any fee in the event this Agreement is terminated, or if the cost of construction is less than originally estimated.

b. The Project will be constructed within a time frame of 3 months. In the event construction extends beyond the amount of time outlined above NCS will be paid a fee of \$500.00 per inspection and/or disbursement, until such time as the project is completed.

c. Disbursements and/or inspections will be provided monthly. Special disbursement and/or inspection requests outside the agreed time period will be assessed a fee of \$500.00 per request.

11. All parties to this Disbursement Agreement understand, and explicitly and expressly agree, that NCS may, at its sole option and discretion, rely upon photo static/facsimile copies in lieu of original documents on all items, excluding payment vouchers, as NCS deems necessary or appropriate under the circumstances.

12. Execution of this contract and participation by NCS hereunder is in no way to be construed as an endorsement or guarantee of performance of any party hereto, Architect, Builder, Owner, Subcontractor, or person(s) supplying materials or labor to any such persons or for the use of said Project or any plans, specifications, or products. The obligations and services of NCS are solely those of a disbursing agency with a financial accounting to the parties hereto.

13. That when said all funds under this Agreement have been disbursed in connection therewith, the obligation of NCS shall cease.

a. If a change order (s) is signed between Owner and General Contractor and additional funds are required over and above the available Construction funds, Owner will deposit additional funds with NCS and pay NCS an additional voucher fee a percentage based on the increased amount of the change order.

14. That Contractor, Owner and Lender shall indemnify and hold harmless NCS from all expenses which it may incur or liability that it may sustain, including reasonable attorney's fees and court costs from any and all actions related to the Project (except those arising from the gross negligence or omissions of NCS in the performance of its duties).

15. Owner and/or Contractor shall promptly deliver to NCS any and all preliminary lien notices, intent to lien notices, and lien claims served on Owner and/or Contractor.

16. That in the event any lien or liens shall be filed against the aforesaid real property by reason of the work or construction herein referred to, Contractor agrees forthwith to cause the same to be fully satisfied or otherwise secured and to hold NCS harmless there from. If, within a reasonable time, said liens are not satisfied and discharged, NCS shall not be obligated to disburse any funds to Owner and/or Contractor until liens are satisfied and released of record.

17. If more than one person executes this Agreement as Owner, the obligations of each such person hereunder shall be joint and several.

18. Whatever the context of this Agreement requires, the singular shall include the plural and the masculine gender shall include the feminine and/or neuter.

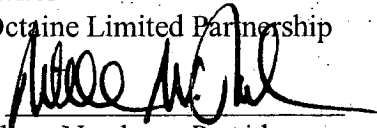
19. This Agreement is for the sole protection of the parties to this Agreement, their successors and assigns, and no other person, firm or corporation who is not a party to this Agreement, including but not limited to, Subcontractors and Material men, shall have any right of action against them.

20. NCS agrees to provide the required Form 1099s in compliance with Section 6041 of the Internal Revenue Code.

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

"Owner"

L'Octaine Limited Partnership

By: 

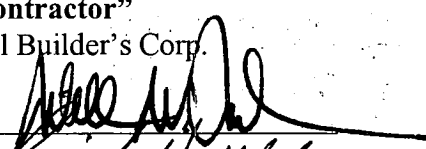
William Newbern, President

L'Octaine Limited Partnership

L'Octaine Urban Housing

"Contractor"

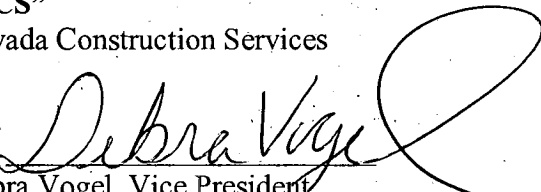
Will Builder's Corp.

By: 

Contractor's License Number: 47901

"NCS"

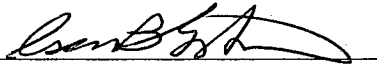
Nevada Construction Services

By: 

Debra Vogel, Vice President

"Lender"

City of Las Vegas

By: 

Oscar B. Goodman, Mayor

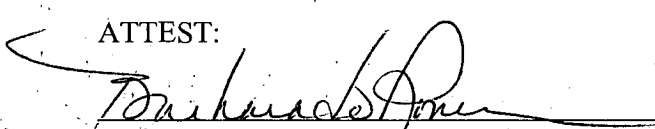
APPROVED AS TO FORM:



4/26/01

Date

ATTEST:



Barbara Jo Ronemus, City Clerk

L'Octaine
Las Vegas, Nevada

CONSTRUCTION BUDGET
CITY OF LAS VEGAS FUNDS

Revised April 28, 2004

DIV	SECT	DESCRIPTION	CITY OF LAS VEGAS (FUND CONTROL)
2	<u>SITE WORK</u>		
	2050	Off-Site Sewer, Water, Storm Drainage	\$ 39,460.50
	2055	Off-Site Electrical/Telephone	\$ 27,000.00
	2250	Termite Soil Treatment	\$ 1,090.00
	2310	Grading, Demolition	\$ 90,345.60
3	<u>CONCRETE</u>		
	3100	Building Concrete	\$ 517,693.50
4	<u>MASONRY</u>		
	4200	Masonry Units	\$ 162,541.44
6	<u>WOOD AND PLASTICS</u>		
	6100	Rough Carpentry	\$ 257,215.64
8	<u>DOORS AND WINDOWS</u>		
		Doors, Frames, Hardware, Finish Carpentry, Bath	
	8100	Accessories	\$ 3,200.00
	8500	Windows	\$ 31,208.00
13	<u>SPECIAL CONSTRUCTION</u>		
	13900	Fire Sprinkler System	\$ 20,000.00
14	<u>CONVEYING SYSTEMS</u>		
	14200	Elevator, 2500 lb Hydraulic Holeless	\$ 8,076.00
15	<u>MECHANICAL</u>		
	15100	Plumbing	\$ 150,000.00
	15700	Heating, Ventilating and Air Conditioning	\$ 11,810.00
16	<u>ELECTRICAL</u>		
	16000	Electrical	\$ 80,000.00
		TOTAL	\$ 1,399,640.68
		Submitted by:	
		Richard H Williams	
		Construction Manager	
		Will Builder's Corp	

**AGREEMENT TO LOAN
REDEVELOPMENT SET ASIDE HOUSING AND HOME PROGRAM FUNDS
TO L'OCTAINE LIMITED PARTNERSHIP**

THIS AGREEMENT TO LOAN REDEVELOPMENT SET HOUSING FUNDS AND HOME PROGRAM FUNDS TO L'OCTAINE LIMITED PARTNERSHIP, made and entered into this 16th day of May, 2001 by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, with offices located at City Hall, 400 Stewart, Las Vegas, Nevada 89101 (hereinafter referred to as the "**City**"), and L'Octaine Limited Partnership, a Nevada limited partnership, with a mailing address of 211 North Eighth Street, Ste. 203, Las Vegas, Nevada 89101-4209 (hereinafter referred to as "**Borrower**"), the City and Borrower being hereinafter sometimes referred to singly as a "Party" and collectively as the "**Parties**".

WITNESSETH:

WHEREAS, the Legislature of the State of Nevada enacted Bill 1328 in 1993 with statutory language to Nevada Revised Statutes (NRS) 279.685, URBAN RENEWAL AND REDEVELOPMENT OF COMMUNITIES. NRS 279.685, as amended, requires that the redevelopment agency of a city whose population is 200,000 or more shall set aside not less than 18% of its tax revenue "to increase, improve and preserve the number of dwelling units in the community for low-income households"; and

WHEREAS, the City has established a deferred loan account for the Redevelopment Set Aside of the Redevelopment Agency's Tax Increment Revenues; and

WHEREAS, the City, as the Grantor for the Redevelopment Set Aside Housing Funds Program is responsible for planning, administration, implementation, and evaluation of the program; and

WHEREAS, Clark County, Nevada (hereinafter referred to as the "**County**"), has entered into a Grant Agreement with the United States Department of Housing and Urban Development, (hereinafter referred to as "**HUD**"), for participation in the Home Investment Partnerships Program, (hereinafter referred to as the "**HOME Program**"), under 24 CFR Part 92 as amended; and

WHEREAS, the County has previously entered into an Interlocal Agreement with the State of Nevada whereby the County will administer certain HOME Program and Low-Income Housing Trust Fund ("**LIHTF**") monies allocated to the County by the Housing Division, Department of Business and Industry, State of Nevada (hereinafter referred to as "**NHD**") and

WHEREAS, the County, as the Entitlement Grantee for the HOME Program, is responsible for planning, administration, implementation, and evaluation of the program; and

WHEREAS, the City has entered into an Interlocal Agreement with the County for the purpose of creating a HOME Program Consortium (hereinafter referred to as the "**Consortium**")

wherein the City is entitled to participate in a pro rata share of all HOME Program and LIHTF funds allocated to and administered by the County; and

WHEREAS, the County, pursuant to the terms and conditions of the Interlocal Agreement with the City shall transfer HOME Program and LIHTF funds to the City; and

WHEREAS, Borrower has requested the City's assistance to build affordable housing in the City of Las Vegas for low-income individuals and families; and

WHEREAS, Borrower and CITY OF LAS VEGAS REDEVELOPMENT AGENCY (the "Agency") have entered into a DISPOSITION AND DEVELOPMENT AGREEMENT (the "DDA") with respect to the construction of a mixed use, mixed income affordable housing apartment complex to be located at Las Vegas Boulevard and Gass Boulevard in the City of Las Vegas, Nevada (hereinafter referred to as the "Property"); and

WHEREAS, the City desires to assist Borrower by providing Redevelopment Set Aside Housing Funds and HOME Program Funds (hereinafter referred to as the "Funds") to assist with the construction of the Project; and

WHEREAS, the Las Vegas City Council hereby determines that the Project shall provide a substantial benefit to the inhabitants of the City.

NOW THEREFORE, for and in consideration of the premises and of the mutual promises and agreements, which are hereinafter contained, the Parties do hereby agree as follows:

I. SCOPE OF SERVICES

A. The City will provide \$2,500,000.00 in the following loans to Borrower to assist with the construction of a mixed use, mixed income project located at 801 S. Las Vegas Blvd., APN 13934410174 in the City of Las Vegas, Clark County, Nevada, hereinafter referred to as the "Project", as legally described in Exhibit "A" hereto and incorporated herein as if fully set forth:

1. Redevelopment Set Aside Funds in the amount of \$850,000.00; and
2. \$1,650,000.00 in HOME Program Funds to be specified as follows:

\$1,000,000.00	2001/2002	HOME Program Funds and
\$ 650,000.00	2002/2003	HOME Program Funds

(The loans to Borrower hereunder to be made from Redevelopment Set Aside Funds and the HOME Program Funds may be collectively referred to as the "Loan" or "City Loan".) The Project will consist of approximately 51 units with 22 floating and dedicated units to HOME Program eligible rental tenants who are certified HOME Program recipients as set forth in the HOME Program Guidelines. The current **HOME/LIHTF PROGRAM INCOME**

GUIDELINES HOME/LIHTF Program Limits as of April, 2001 as published by U.S. Department of Housing and Urban Development (HUD) for Median Family Income \$52,100 is set forth in Exhibit "D". The Project will also include approximately 4100 square feet of commercial retail space. The timing and method of providing funds shall be as further provided in this Agreement.

Borrower agrees to execute two (2) promissory notes, the forms of which are attached hereto as Exhibits "B-1 and B-2" and to repay the Loan in accordance with the provisions of each Promissory Note (referred to individually as "**City Note**" or collectively as "**City Notes**"). Repayment of the Loan shall be in accordance with the terms of the Promissory Notes unless Borrower fails to comply with Section II of this Agreement, City General Conditions or Section III, Federal General Conditions. In the event Borrower fails to comply with this Agreement, specifically Section II of this Agreement, City General Conditions or Section III, Federal General Conditions, the City may declare the amount of the Loan due and payable.

The construction of the Project is to begin on or before no later than one hundred eighty (180) days from the date Borrower acquires title to the Property ("Construction Commencement Date"), and be completed on or before nineteen (19) months from the Construction Commencement Date, unless otherwise specified, in writing, by the Neighborhood Services Department Director or his/her designee, (hereafter referred to as the "**Director**").

The Borrower agrees that construction will not begin until the Director or his/her designee has issued a Notice To Proceed, which Notice to Proceed shall not be unreasonably withheld or delayed following the request therefore by Borrower. Borrower further agrees to use the services of a City approved licensed voucher control company in the construction of the Project pursuant to the Construction Control Law set forth in NRS Chapter 627 unless otherwise specified, in writing, by the Director. City shall not unreasonably withhold or delay its approval of any licensed voucher control company designated by the holders of the Senior Loans (as hereinafter defined). Borrower will be responsible for all fees associated with the utilization of an approved licensed voucher control company.

B. The Borrower's performance of obligations in this Agreement and the City Notes shall be secured by a deed of trust in favor of the City (the "**City Deed of Trust**"). The City Deed of Trust shall contain deed restrictions in the City Deed of Trust, Exhibit "C", to be executed by Borrower. The City Deed of Trust will permit the City to take possession of the Project if the conditions set forth in this Agreement are not met, providing such remedy is permitted by the terms and conditions of the "Senior Loans" (as hereinafter defined). A lender's title insurance policy in the amount of the Loan shall be provided to the City to protect the funds made available pursuant to this Agreement.

C. Borrower understands and agrees that the City shall not release any Loan funds unless and until the Borrower has completed all environmental reviews and remediation of the Property required to be completed by the Borrower under the DDA and the HOME regulations pursuant to 92 CFR 58. The City shall not withhold the release of Loan funds based

on the failure of the Agency to complete any environmental reviews or remediation required to be performed by the Agency under the DDA.

D. Borrower agrees that any Project costs, unless and until otherwise specified in writing by the Director, exceeding \$6,720,000 (the approximate sum of authorized Senior Loans plus the City Loans hereunder) will be the responsibility of Borrower. Borrower further agrees to pay all maintenance and operating costs of the Project.

E. Changes in the obligations and rights set forth in this Section II shall be in accordance with HOME Program regulations and made by written amendment to this Agreement and approved by both Parties, with the Director's approval. Any such changes must not jeopardize HOME funding.

F. Disclosure of Principals. Pursuant to Resolution R-105-99 adopted by the Las Vegas City council effective October 1, 1999, and amended on November 17, 1999, Borrower warrants that it has disclosed, on the form attached hereto as Exhibit "F", all principals, including partners or directors of Borrower, as well as all persons and entities holding more than a one percent (1%) interest in Borrower, or any principal of Borrower. Throughout the term of the Agreement, Borrower shall notify City in writing of any material change in the above disclosure within fifteen (15) days of any such changes.

G. Borrower will provide the City with a written tenant selection policy no later than the date the Director issues a Notice to Proceed.

H. Borrower has provided the Agency with a written project schedule and timeline which is attached to the DDA as Attachment "B", Schedule of Performance, and in accordance with 24 CFR 92.504(c)(2)(i).

I. Borrower will provide the City with established initial rents and procedures for rent increases for the HOME assisted units, pursuant to 24 CFR 92.504(c)(3)(ii).

II. CITY GENERAL CONDITIONS

A. Borrower has requested the financial support of the City that is provided for in this Agreement in order to construct affordable rental housing for low-income families and individuals certified eligible as HOME Program recipients. Borrower agrees to maintain the affordable rental housing for a minimum of twenty (20) years from the date of issuance of the Certificate of Completion under the DDA. ("**Period of Affordability**"). The City shall have no relationship whatsoever with the management and operation of the Project provided by Borrower, except the provision of financial support and the receipt of such reports as are provided for herein. To the extent, if at all, that any relationship to such development on the part of the City may be claimed or found to exist, Borrower shall be an independent contractor only.

B. Borrower shall obtain any and all federal, state and local permits and licenses required to execute the Project as described in this Agreement's Section I. Borrower

further agrees to abide by all applicable federal, state, and local codes, regulations, statutes, ordinances, and laws. The City makes no representation or commitment herein concerning approval of development-related permits for the Project.

C. During the Period of Affordability, to the extent required by 24 CFR Parts 91 and 92 Borrower will exercise commercially reasonable efforts provide the Director with tenant usage records for the assisted units on a semi-annual basis during the period of this Agreement. These records will contain, but are not limited to, the following data.

1. Total number of tenants.
2. Political entity from which low income housing tenant(s) moved.
3. Racial breakdown of tenants served including Black, White, Hispanic, American Indian, Alaskan and Asian/Pacific Islander.
4. Number and percentage of Very Low-, Low- and Moderate-Income tenants.
5. Number of handicapped tenants served.
6. Number of tenants who are over the age of 55.
7. Number of female head-of-household tenants.
8. Name of each head of household tenant.
9. Number of persons in each tenant household.
10. Number of veterans, male and female tenant.

D. During the Period of Affordability, Borrower will not lease or sell any portion of the affordable housing units to, or authorize or permit any portion of the affordable housing unit to be subleased to or otherwise occupied by, any persons other than eligible individuals and families, as set forth in the HUD HOME Program Income Guidelines as from time to time amended (the current version of which is attached hereto as Exhibit "D"), without prior written approval from the Director. During the Period of Affordability, any lessee, sub-lessee, or assignee must meet HUD HOME Program Income Guidelines and serve eligible lower income residents. Borrower will adhere to the HUD Home Program Rental Limits as from time to time amended (the current version of which is attached hereto as Exhibit "E") for the affordable housing units. All tenants in the HOME assisted units shall have leases with Borrower, and furthermore, all leases shall be for a period of six (6) months, unless Borrower and the tenant(s) agree upon an extended period.

During the Period of Affordability, if the affordable housing unit, or any portion thereof, is leased, subleased or otherwise occupied in contravention of the provisions of the preceding paragraph without the prior written approval of the City, or if through foreclosure, transfer in lieu of foreclosure, or other circumstances, Borrower does not maintain vested ownership or legal possession of the property or if the provisions of this Agreement are not complied with, Borrower will, upon the request of the City, repay to the City, with interest, the unpaid balance of the Loan. As stated in Section I, the City shall require reasonable assurances of security for Borrower's performance and repayment, which shall be a City Deed of Trust for such Property.

E. Each party acknowledges the Property is or will be encumbered by one or more "Senior Deeds of Trust" (as more particularly defined below) created by the Borrower to secure additional acquisition, construction or operational financing for the property (each a "Senior Loan" as more particularly defined below), the liens for which will be recorded in the Official Records of Clark County, Nevada. The City acknowledges and agrees that the City Deed of Trust will be subject and subordinate to the lien of each Senior Deed of Trust.

1. The parties acknowledge Borrower intends to acquire other financing (a "Senior Loan") for the acquisition, construction and operation of the property, which financing may be secured by a Senior Deed of Trust, and replacement financing therefor pursuant to the terms and conditions set forth below. In this section, the following terms shall have the following meanings:

"Equipment Encumbrance" shall mean the interest of any person, other than Borrower, in any personal property located on the property or used in connection with the ownership, operation or maintenance of the property.

"Senior Loan Documents" shall mean a Senior Note, the Senior Deed of Trust securing such Senior Note and any other document or instrument evidencing Borrower's obligations to the Senior Lender holding such Senior Note.

"Senior Lender" shall mean the person or persons holding or making a Senior Loan as evidenced by a Senior Note and Senior Trust Deed.

"Senior Note" shall mean a promissory note: (a) executed by Borrower; (b) in form and content normally utilized by the Senior Lender in its loan transactions if such Senior Lender is an institutional lender or, if such Senior Lender is other than an institutional lender, in form and content commonly used by institutional lenders who customarily make loans secured by apartment projects in the Las Vegas, Nevada region; (c) bearing an initial interest rate which is equal to or less than five percent (5%) above the Senior Lender's then current prime rate of interest if the Senior Lender is an institutional lender or, if the Senior Lender is other than an institutional lender, five percent (5%) above the then current prime rate at US BANK ("prime rate" shall mean the rate of interest generally charged or offered by such lender to such lender's substantial commercial borrowers on short-term loans secured by property other than real property); (d) in a principal amount which when added to the then outstanding balances on all other Senior Loans does not exceed 110 percent of the original principal balance of all loans initially secured by Senior Deeds of Trust plus the amount the indebtedness secured by the City Deed of Trust; (e) payable in periodic installments at the option of Borrower on an interest only basis or on an amortized basis over an amortization period of not less than 25 years; (f) maturing in not less than one year from the date of the Senior Note; and (g) secured in whole or in part by a Senior Trust Deed.

"Senior Trust Deed" means a deed of trust: (a) in favor of the Senior Lender or its assignee as beneficiary; (b) encumbering the property; (c) in form and of content normally utilized by the Senior Lender in its loan transactions if the Senior Lender is an institutional lender or, if the Senior Lender is other than an institutional lender, in form and content commonly used by

institutional lenders who customarily make loans secured by apartment projects in the Las Vegas, Nevada region; and (d) securing payment of a Senior Note.

"Subordination Agreement" means: (a) any instrument required by any title (or title insurance) company designated by the Senior Lender as a condition precedent to its issuance of a loan policy of title insurance insuring the priority of a Senior Trust Deed, provided such other instrument does not purport to waive or negate any limitation in favor of City contained in this Agreement or the City Notes or City Deed of Trust; and (b) any other instrument required by the holder of any Equipment Encumbrance to evidence the priority of its Equipment Encumbrance, provided such other instrument does not purport to waive or negate any limitation in favor of City contained in this Agreement or the City Notes or the City Deed of Trust.

2. Subject to the conditions precedent set forth herein, City within 10 business days after Borrower's request therefor shall execute, acknowledge and deliver to, and permit to be recorded a Subordination Agreement subordinating and subjecting the City Loan and the lien and charge of any City Deed of Trust to any Equipment Encumbrance or a Senior Loan and the lien and charge of any Senior Deed of Trust securing such Senior Loan.

3. The Senior Loan Documents shall contain provisions: (a) requiring the holder of the Senior Loan to give City notice of the occurrence of any event of default under the Senior Loan Documents and an opportunity to cure such event of default; and (b) permitting City to acquire the property or any interest therein (including without limitation through purchase and sale, foreclosure, deed in lieu of foreclosure or additional liens for City's benefit) or acquire any interest in Borrower.

4. The Senior Loan Documents may contain provisions which, among other provisions: (a) accelerate the maturity of obligations in the event of a conveyance or further encumbrancing of the property or any interest therein or in the event a transfer or encumbrancing of any interest in Borrower, except in connection with a conveyance, encumbrancing or transfer to City; (b) establish restrictions on or penalties for prepayment; or (c) require monthly impounds for taxes or fire insurance premiums.

5. As conditions precedent to City's obligation to subordinate the lien of any City Deed of Trust to the lien of any Senior Deed of Trust or Equipment Encumbrance: (a) Borrower shall not be in default under this Agreement or the City Note or the City Deed of Trust as of the later of: (1) the date of delivery of the Subordination Agreement; or (2) the date a Senior Deed of Trust is recorded; and (b) the scheduled maturity date of any Senior Loan or any replacement financing shall be not sooner than one year from the date such Senior Loan or replacement financing is made.

6. The proceeds of any replacement Senior Loan shall be used, to the extent of such proceeds, and in the following order of priority, to pay: (a) any loan fees and other costs of obtaining such loan; (b) any sums due under any other Senior Loans for principal, interest, late charges or foreclosure or other costs; (c) any prepayment penalty charge that may be due in connection with the prepayment of any other Senior Loans; (d) for the construction, development,

operation or maintenance of the property; (e) up to \$50,000 to any person for any lawful business purpose of Borrower; and (f) the remainder to satisfy amounts due and owing to City under this Agreement or the City Note or City Deed of Trust.

F. The City agrees that the Beneficiary and Trustee under the Senior Deed of Trust and their respective successors and assigns, including, without limitation, any purchaser at a trustee's sale under the Senior Deed of Trust and the heirs, personal representatives, successors and assigns of any such purchaser, shall not be bound by or obligated to perform any of the obligations of the Borrower under this Agreement.

G. Borrower agrees that in the event of foreclosure or transfer in lieu of foreclosure, the restrictions on leasing, subleasing and other occupancy of the affordable housing units in the Project (the "**Affordability Restrictions**") contained in this Agreement will be revived if and to the extent that Borrower acquires or reacquires ownership of the Project or a portion thereof prior to the expiration of the Period of Affordability as set forth in Section III. K. Upon such revival, the Affordability Restrictions shall be junior and subordinate to the liens and rights of any mortgagee or beneficiary under any deed of trust who advanced funds to Borrower. The revived Affordability Restrictions shall apply only to the affordable housing units so owned.

H. Except as otherwise provided in the DDA, Borrower may not assign or delegate any of its rights, interests or duties under this Agreement without the written consent of the City. Any such assignment or delegation made without the required consent shall be void, and may, at the option of the City, result in the forfeiture of all financial support provided herein for reimbursement to the City.

I. Borrower shall carry or provide Comprehensive Fire and Hazard Insurance covering the full replacement costs of the project and general liability insurance as required by the DDA. The City must be named as an additional insured in all policies of insurance obtained pursuant to this Agreement. The City must be furnished evidence that the general liability insurance coverage is in effect within ten days after the execution of this agreement by all parties and evidence of Comprehensive Fire and Hazard Insurance within ten days after construction begins. Borrower will notify the City at least thirty (30) days prior to the date on which any cancellation or material change of any such coverage is to become effective.

J. Borrower and City agree that so long as the Borrower truly performs its obligations to the City of Las Vegas under this Agreement, the obligations of the Borrower under this Agreement and the City Deed of Trust will terminate on the expiration of the Period of Affordability. Upon the expiration of the Period of Affordability and the satisfaction of the beneficiary's obligations under this Agreement and the City Deed of Trust, the City shall execute and deliver a full reconveyance of the City Deed of Trust.

K. Borrower shall allow duly authorized representatives of the City to conduct such occasional reviews, audits and on-site monitoring of the Project as the City deems to be appropriate in order to determine:

- (1) Whether the objectives of the Project are being achieved;
- (2) Whether the Project is being conducted in an efficient and effective manner;
- (3) Whether management control systems and internal procedures have been established to meet the objectives of the Project;
- (4) Whether the financial operations of the Project are being conducted properly;
- (5) Whether the periodic reports to the City contain accurate and reliable information; and
- (6) Whether all of the activities of the Project are conducted in compliance with the provisions of Federal laws and regulations and this Agreement.

Visits by the City to the Project shall be announced to Borrower in advance of those visits and shall occur during normal operating hours. The representatives of the City may request, and, if such a request is made, shall be granted, access to all of the records of Borrower, which relate to the Project. The representatives of the City may, on occasion, interview residents of the assisted units of the Project who volunteer to be interviewed.

L. At any time during normal business hours, Borrower's records, with respect to the Project, shall be made available for audit, examination and review by the City, contracted independent auditors, or any combination thereof, at City expense.

M. Borrower will protect defend, indemnify and save harmless the City from and against any and all liability, damages, demands, claims, suits, liens, and judgments of whatever nature including, but not limited to, claims for contribution or indemnification for injuries to or death of any person or persons caused by, in connection with, or arising out of any activities undertaken pursuant to this Agreement. Borrower's obligation to protect, defend, indemnify, and save harmless as set forth in this paragraph shall include any and all reasonable attorneys' fees incurred by the City in the defense or handling of said suits, demands, judgments, liens and claims and all investigation expenses incurred by the City in enforcing or obtaining compliance with the provisions of this Agreement.

N. Subject to the City's prior approval, Borrower will not use any funds or resources which are supplied by the City in litigation against any person, natural or otherwise, or in its own defense in any such litigation and agrees to notify the City of any legal action which is filed by or against it with respect to the Project.

O. This Agreement will commence upon its approval and signature by all parties and the Loan amount will be disbursed to Borrower not later than the commencement of construction; however eligible costs which are approved by the City may be disbursed prior to the commencement of construction.

P. In the event that Borrower and the City anticipate the total amount of funds allocated for this Agreement will not be expended in the time and manner prescribed in this Agreement, the City reserves the right to extract that portion for other projects/programs operated under the City.

Q. Borrower agrees that no officer or employee of Borrower may seek or accept any gifts, service, favor, employment, engagement, emolument or economic opportunity which would tend improperly to influence a reasonable person in that position to depart from the faithful and impartial discharge of the duties of that position.

R. Borrower agrees that no officer or employee of Borrower may use his or her position to secure or grant any unwarranted privilege, preference exemption or advantage for himself or herself, any member of his or her household, any business entity in which he or she has a financial interest or any other person.

S. Borrower agrees that no officer or employee of Borrower may participate as an agent of Borrower in the negotiation or execution of any contract between Borrower and any private business in which he or she has financial interest unless such private business is affiliated with Borrower.

T. Borrower agrees that no officer or employee of Borrower may suppress any report or other document because it might tend to affect unfavorably his private financial interests.

U. Borrower shall keep and maintain in effect at all times any and all licenses, permits, notices and certifications which may be required by any Clark County or City of Las Vegas ordinance or State or Federal statute.

V. Borrower shall be bound by all City ordinances and State and Federal statutes and regulations, which may be applicable by the City..

W. Borrower shall comply with the Nevada State Prevailing Wage Rates pursuant to provisions of NRS 338.010 to 338.090, inclusive, for the construction of the entire Project.

III. Federal General Conditions

A. Borrower shall comply with the following laws and directives:

1. The National Environmental Policy Act of 1969 as set forth in P.L 91-190 and the implementing regulations in 24 CFR, Parts 51 and 58.
2. Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284.
3. Title VI of the Civil Rights Act of 1964, P.L. and the regulations of HUD with respect thereto, including 24 CFR, Parts 1 and 2.
4. The Fair Housing Act, as amended.
5. Americans with Disabilities Act.
6. Fair Labor Standards Act.
7. The Federal Labor Standards Act.
8. Sections 302 and 401(b) of the Lead-Based Paint Poisoning Prevention Act and implementing Regulations in 24 CFR, Part 35.
9. CFR, Part 576, of the Stewart B. McKinney Homeless Assistance Act.
10. The Age discrimination Act of 1975.
11. Section 504 of the Rehabilitation Act of 1973.
12. Section 302(a) of the Flood Disaster Protection Act of 1973.
13. CFR, Part 76, Subpart F of the Drug-Free Workplace Act of 1988.
14. Title I of the Housing and Community Development Act of 1974, as amended, which requires that Borrower shall:
 - a) Not discriminate against any employee or applicant for employment on the basis of religion and not limit employment or give preference in employment to persons on the basis of religion;
 - b) Not discriminate against any person applying for such public services on the basis of religion and not limit

such services or give preference to persons on the basis of religion; and

- c) Provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing and exert no other religious influence in the provision of such public services.

B. No officer, employee or agent of the City shall have any interest, direct or indirect financial or otherwise, in any contract or sub-contract or the proceeds thereof for any of the work to be performed pursuant to the Project during the period of service of such officer, employee or agent, for one year thereafter.

C. Intentionally deleted.

D. None of the funds to be paid under this Agreement shall be used for any partisan political activity, or to support or defeat legislation pending before Congress.

E. Borrower shall comply with the requirements of Executive Order 11625, which provides for the utilization of minority businesses in all federally assisted contracts.

F. All program income and proceeds as they are defined at 24 CFR 92.2 shall be retained by Borrower.

G. Any material breach of the terms of this section shall result in forfeiture of all funds received by Borrower pursuant to this Agreement, or any part thereof as determined by the City.

H. Upon the expiration or revocation of this Agreement, Borrower shall transfer to the City any funds on hand at the time of expiration or revocation and any accounts receivable attributable to the use of these funds.

I. Borrower agrees to undertake an affirmative marketing program.

J. Borrower agrees that this agreement is in effect for a Period of Affordability of a minimum of twenty (20) years, commencing from the date of the issuance of the Certificate of Occupancy, pursuant to 24 CFR 92.252 and 24 CFR 92.253.

K. A sale, transfer, or other conveyance of the assisted Property is subject to the requirement that the amount of funds previously invested in the Property will be treated in accordance with 24 CFR Part 92.503 and Administrative Guidelines, NRS 319, and NAC 310.

L. Should tenants be displaced as a result of acquisition of the Property, Borrower agrees to assume sole financial responsibility for any liability associated with 49 CFR Part 24.

M. In conjunction with the Project, Borrower agrees to minimize displacement or dislocation of current tenants, if any, by assisting with their relocation per 24 CFR 92.353.

N. Should tenants be displaced as a result of demolition or construction of the Property, City or Agency shall assume sole financial responsibility for any liability associated with 49 CFR Part 24.

IV. FINANCIAL MANAGEMENT

A. Borrower agrees to comply with the requirements of the United States Office of Management and Budget (OMB) Circular No. A-133.

B. Borrower agrees that all costs of the Project shall be recorded by budget line items and be supported by checks, payrolls, time records, invoices, contracts, vouchers, orders and other accounting documents evidencing in proper detail the nature and propriety of the respective charges, and that all checks, payrolls, time records, invoices, contracts, vouchers, orders or other accounting documents which pertain, in whole or in part, to the Project shall be thoroughly identified and readily accessible to the City.

C. Borrower agrees that excerpts or transcripts of all checks, payrolls, time records, invoices, contracts, vouchers, orders and other accounting documents related to or reasonably related to the Project will be provided upon request to the City.

D. Except as otherwise provided in this Agreement, Borrower agrees that it may not request disbursement of funds under this Agreement until the funds are needed for payment of eligible costs. The amount of each request must be limited to the amount needed.

V. MODIFICATION OR REVOCATION OF AGREEMENT

A. The City and the Borrower will amend or otherwise revise this Agreement should such modification be required by any applicable Federal or State of Nevada statutes or regulations and such statutes do not deprive Borrower of property without due process of law. The City and Borrower shall be bound by any such amendments or revisions.

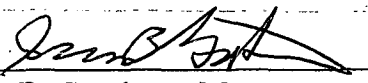
B. If Borrower fails to fulfill in a timely and proper manner its obligations under this Agreement, the City may suspend or terminate this Agreement in accordance with 24 CFR 85.44.

C. Except as otherwise provided in this Agreement, whenever a party is required or permitted to give its consent or approval under this Agreement, such consent or approval shall not be unreasonably withheld or delayed and such approval or consent by the City shall be subject to the City's signature authority policies and procedures. If a party is required or permitted to give its consent or approval in its sole and absolute discretion or if such consent or

approval may be unreasonably withheld, such consent or approval may be unreasonably withheld but shall not be unreasonably delayed.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representations the day and year first above written.

CITY OF LAS VEGAS

By 
Oscar B. Goodman, Mayor
"City"

ATTEST:


BARBARA JO RONEMUS, City Clerk

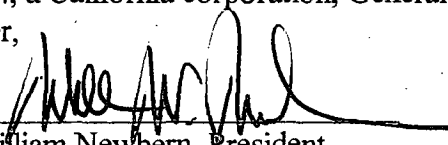
City Council Approved: 5/16/2001

APPROVED AS TO FORM:

 5/10/01
DATE

L'OCTAINE LIMITED PARTNERSHIP

By: THE TOM HOM GROUP ACQUISITION
CORP., a California corporation, General
Partner,

by: 
William Newbern, President
"Borrower"

ACCEPTANCE OF GRANT AND AGREEMENT TO
COMPLY WITH GRANT CONDITIONS

I, President of THE TOM HOM GROUP ACQUISITION CORP., a California corporation, which is the sole general partner of L'Octaine Limited Partnership, Nevada limited partnership, on behalf of that limited partnership, do hereby accept the grant made and the conditions imposed upon the loan in the Agreement To Loan Redevelopment Set Aside Housing and HOME

Executed this 8th day of May, 2001.

By: THE TOM HOM GROUP ACQUISITION
CORP., a California corporation, General
Partner,

By:



William Newbern, President
"Borrower"

On this 8th day of May, 2001, before me, the undersigned, a Notary Public in and for said county and State, personally appeared William W. Newbern as President, known to me to be the person described in and who executed the foregoing instrument, who acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.



 Notary Public
 Dennis Stephen Ammann

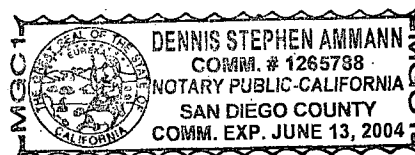


EXHIBIT "A"**Legal Description of the Site**

The land referred to herein is situated in the State of Nevada, County of CLARK, described as follows:

LOTS ONE (1), TWO (2), THREE (3), FOUR (4), FIVE (5), SIX (6), SEVEN (7), EIGHT (8) AND NINE (9) IN BLOCK TWENTY-SIX (26) OF THE SOUTH ADDITION TO THE CITY OF LAS VEGAS, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1 OF PLATS, PAGE 51, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

EXCEPTING THEREFROM THOSE PORTIONS OF SAID LAND DEDICATED FOR PUBLIC USE AS PROVIDED FOR IN AN INSTRUMENT ENTITLED DEDICATION RECORDED DECEMBER 2, 1998 IN BOOK 981202 AS DOCUMENT NO. 02429 OF OFFICIAL RECORDS.

**EXHIBIT B-1
PROMISSORY NOTE
HOME Program Funds**

\$1,650,000.00

Las Vegas, Nevada

1. Principal Obligation and Interest.

FOR VALUE RECEIVED, L'Octaine Limited Partnership, a Nevada limited partnership ("Borrower"), promises to pay to City of Las Vegas ("City"), or order at 400 Stewart Avenue, Las Vegas, Nevada 89101, or at such other place as the City may designate in writing, in currently available funds of the United States, the principal sum of One Million Six Hundred Fifty Thousand and 00/100 Dollars (\$1,650,000.00), or so much thereof as may be advanced hereunder, together with interest on the unpaid principal at three percent (3%) per annum.

The interest rate for this Note shall be calculated on the basis of the actual number of days elapsed over a 360 day year. Whenever there is a default by Borrower under this Note, the interest rate on the unpaid principal balance shall, at the option of the City, be at the Default Rate set forth below.

2. Payment Terms.

a. As used herein, the following terms having their initial letters capitalized shall have the following meanings:

"Cash Flow" shall mean the sum of: (a) all gross revenues generated by Borrower from its operations less all cash funds used to pay Borrower's expenses, including without limitation cash withheld or deposited in operating or capital reserves, debt payments and expenses of acquisition, improvement, repair, maintenance, replacements, compensation payable to affiliates of Borrower and all other expenses related to the acquisition, development, construction, ownership, operation, maintenance or financing of the Project; plus (b) the net cash realized by Borrower from the sale, refinancing or other disposition of all or substantially all of the Project after retirement of affected mortgage debt and payment of all expenses related to the transaction; plus (c) cash realized by Borrower from any other source.

"Cash Flow Notice" shall mean a written notice, certified under the penalty of perjury as true and correct by Borrower's chief financial officer (or such other agent of Borrower as may be approved by City) setting forth the amount of Cash Flow realized by Borrower during a given Operating Year.

"Certificate of Completion" shall have the meaning set forth in the Loan Agreement.

"Completion Date" shall mean the date on which the Certificate of Completion is issued with respect to the Project.

"**Loan Agreement**" shall mean that that certain AGREEMENT TO LOAN REDEVELOPMENT SET HOUSING FUNDS AND HOME PROGRAM FUNDS TO L'OCTAINE LIMITED PARTNERSHIP dated May 16, 2001 between City and Borrower.

"**Loan Maturity Date**" shall mean the earlier to occur of: (a) the first day of the 31st Operating Year; or (b) the date all principal and accrued but unpaid is lawfully required to be paid under this Note or the Loan Agreement, whether as a result of Borrower's default, City's acceleration of the date for such payment or otherwise.

"**Operating Year**" shall mean: (a) a calendar year following the Completion Date; or (b) if the Completion Date does not fall on a January 1, the partial calendar year commencing on the Completion Date and ending on December 31 of the calendar year in which the Completion Date occurred.

"**Project**" shall have the meaning set forth in the Loan Agreement.

b. Within 75 days after the end of each Operating Year, Borrower shall deliver to City a Cash Flow Notice reporting the amount, if any, of Cash Flow realized by Borrower in such prior Operating Year.

c. On or before the 90th day after the end of each of the first 10 Operating Years, Borrower shall pay City an amount equal to the lesser of: (a) 33.03 percent of the Cash Flow reported realized during the previous Operating Year; or (b) all interest that has accrued but remained unpaid through the end of such prior Operating Year.

d. Commencing on April 1 of the 11th Operating Year and continuing on the first day of each month thereafter, Borrower shall pay City monthly installments equal to the lesser of: (a) the equal monthly payment that would be required to amortize over the number of months remaining until the last day of the 30th Operating Year all principal and accrued but unpaid interest that existed as of the last day of the immediately preceding Operating Year; or (b) 33.03 percent of one-twelfth of the Cash Flow reported in most recently delivered Cash Flow Notice.

e. Notwithstanding any provision of this Note to the contrary, Borrower shall pay City the remaining principal balance owing under this Note plus accrued but unpaid interest on the Loan Maturity Date..

f. All payments received hereunder shall be applied first to the payment of accrued interest and the balance applied to principal. Borrower will make payments required hereunder to the City's office indicated in Section 1 above, or at a different place if required by the City.

3. Prepayment Provision.

Borrower shall have the right to prepay all or any part of the principal without penalty. All such prepayments shall be applied first to accrued interest and then to principal payments due hereunder in the inverse order of maturity.

4. Security.

This Note is secured by the "City Deed of Trust" referred to in the Loan Agreement.

5. Default and Acceleration.

The principal unpaid balance, plus accrued interest, shall, at the option of the City or any holder of this Note, become due and payable without notice or demand upon the happening of any one or more of the following events ("Events of Default"):

a. Borrower's failure to pay or perform any obligation, liability or indebtedness to the City, whether under this Note or any other agreement, note, deed of trust, or instrument, now or hereafter existing, as and when due (whether at maturity or by acceleration and no prior demand therefor by the City being necessary).

b. Borrower's failure to pay any installment of principal or interest due on this Note, or the failure to perform any of the covenants, agreements or conditions of any other agreement related to this Note (including, without limitation, the Loan Agreement) or other transaction between the City and Borrower.

c. Borrower and/or any guarantor, or any of them, shall commence a voluntary case or other proceeding making liquidation, reorganization or other relief with respect to itself or its respective debts under any bankruptcy, insolvency or other similar debtor relief law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of them, or any of them, or any substantial part of their property, or shall consent to any such relief or to the appointment or taking possession by any such official in any involuntary case or other proceeding commenced against Borrower.

d. An involuntary case or other proceeding shall be commenced against Borrower seeking liquidation, reorganization or other relief with respect to itself or its respective debts under any bankruptcy, insolvency or other similar debtor relief law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of them, or any of them, or any substantial part of their property, and such involuntary case or other proceeding shall remain undismissed and unstayed for a period of sixty (60) days.

e. Borrower shall make an assignment for the benefit of creditors, or admit in writing their inability to pay their debts generally as they become due.

f. City's reasonable determination that any representation or warranty made by Borrower to the City is, or was, untrue or materially misleading.

g. Any financial statement provided by Borrower to the City proves false.

h. The filing or commencement of a proceeding against Borrower for dissolution or liquidation or any voluntary or involuntary termination of operation or dissolution of Borrower and such proceeding shall remain undismissed and unstayed for a period of sixty (60) days..

i. The acquisition at any time of title to the whole, or any part of, the property which is security for this Note by any person or entity other than Borrower or an affiliate of Borrower without the consent of City, which consent shall not be unreasonably withheld.

In the event that any amount due under this Note is reduced to judgment, or if Borrower fails to make any payment provided for in this Note when due, or if any of the other Events of Default described above shall occur and such Event of Default is not cured within ten (10) days after written notice is sent to Borrower of such Event of Default if such Event of Default can be cured solely by the payment of money, or if such Event of Default cannot be paid solely by the payment of money, then within a reasonable period (but not to exceed 60 days) after written notice is sent to Borrower of such Event of Default providing Borrower promptly commences such cure and diligently and continuously prosecutes such cure to completion, the City, or any holder of this Note, may, at its option declare the unpaid balance of principal and the accrued unpaid interest due and payable although the time of maturity as expressed herein shall not have arrived, and, regardless whether the City so accelerates, the total of the unpaid balance of principal and the then accrued and unpaid interest (past due interest being compounded monthly on the last day of each calendar month to the fullest extent permitted by law) shall then begin accruing interest at the rate stated in Section 1 above, plus three percent (3%) per annum (the "Default Rate"), until such time as all past due payments and accrued interest are paid. At that time, the interest rate will revert to that rate provided in Section 1. Borrower acknowledges that the effect of this Default Rate provision could operate to compound some of the interest obligations due, and Borrower hereby expressly consents to such compounding should it occur.

6. Attorneys' Fees and Costs

Should the indebtedness represented by this Note, or any part hereof, be collected at law, in equity, or in any bankruptcy, receivership or other court proceeding, or an attorney be retained by the City for collection, Borrower agrees to pay, in addition to the principal and interest due hereon, all reasonable attorneys' fees, plus all other costs and expenses of collection and enforcement, including any fees incurred in connection with such proceedings or collection of this Note and/or enforcement of the City's rights with respect to the administration, supervision, preservation or protection of, or realization upon, any property securing payment hereof, whether or not an action is filed in connection therewith.

7. Miscellaneous

a. The failure of the City to act or to exercise any right or remedy shall not in any way affect or impair the obligations of Borrower to City, or constitute a waiver by the City of, or otherwise affect any of, the City's rights under this Note, under any endorsement or guaranty of this Note or under any document or instrument evidencing any security for payment of this Note.

b. The invalidity or unenforceability of any one or more provisions of this Note shall in no way affect the other provisions.

c. Borrower waives presentment, demand for payment, dishonor, notice of dishonor, protest, notice of protest, notice of nonpayment and any other notice or formality and any right of offset.

d. All titles used in this Note are intended solely for convenience and reference; said titles shall not affect any terms, provisions, or meanings of this Note.

e. No waiver or modification of any of the terms or provisions of this Note shall be valid or binding unless set forth in a writing signed by a duly authorized officer of the City, and then only to the extent therein specifically set forth.

f. All rights and remedies provided to the City or the holder of this Note shall be cumulative and shall be in addition to all other rights and remedies provided at law or in equity and all such rights and remedies may be exercised singly, successively and/or concurrently.

g. Time is of the essence hereof. Interest not paid when due shall earn interest as principal.

h. The laws of the State of Nevada shall govern the validity, construction, performance and effect of this Note.

i. This Note is the Note referred to in the Loan Agreement and is subject to all the terms and conditions of said Loan Agreement.

j. All notices given to or made upon Borrower shall be deemed to have been given or made when deposited in the U.S. Mail and addressed to Borrower at the address indicated below.

IN WITNESS WHEREOF, this Note has been executed effective the date and place above written.

L'OCTAINE LIMITED PARTNERSHIP

By: THE TOM HOM GROUP ACQUISITION
CORP., a California corporation, General
Partner,

By: _____
William Newbern, President

**EXHIBIT B-2
PROMISSORY NOTE
REDEVELOPMENT SET ASIDE FUNDS**

\$850,000.00

Las Vegas, Nevada

1. Principal Obligation and Interest.

FOR VALUE RECEIVED, L'Octaine Limited Partnership, a Nevada limited partnership ("Borrower"), promises to pay to City of Las Vegas ("City"), or order at 400 Stewart Avenue, Las Vegas, Nevada 89101, or at such other place as the City may designate in writing, in currently available funds of the United States, the principal sum of Eight Hundred Fifty Thousand and 00/100 Dollars (\$850,000.00), or so much thereof as may be advanced hereunder, together with interest on the unpaid principal at three percent (3%) per annum.

The interest rate for this Note shall be calculated on the basis of the actual number of days elapsed over a 360 day year. Whenever there is a default by Borrower under this Note, the interest rate on the unpaid principal balance shall, at the option of the City, be at the Default Rate set forth below.

2. Payment Terms.

a. As used herein, the following terms having their initial letters capitalized shall have the following meanings:

"Cash Flow" shall mean the sum of: (a) all gross revenues generated by Borrower from its operations less all cash funds used to pay Borrower's expenses, including without limitation cash withheld or deposited in operating or capital reserves, debt payments and expenses of acquisition, improvement, repair, maintenance, replacements, compensation payable to affiliates of Borrower and all other expenses related to the acquisition, development, construction, ownership, operation, maintenance or financing of the Project; plus (b) the net cash realized by Borrower from the sale, refinancing or other disposition of all or substantially all of the Project after retirement of affected mortgage debt and payment of all expenses related to the transaction; plus (c) cash realized by Borrower from any other source.

"Cash Flow Notice" shall mean a written notice, certified under the penalty of perjury as true and correct by Borrower's chief financial officer (or such other agent of Borrower as may be approved by City) setting forth the amount of Cash Flow realized by Borrower during a given Operating Year.

"Certificate of Completion" shall have the meaning set forth in the Loan Agreement.

"Completion Date" shall mean the date on which the Certificate of Completion is issued with respect to the Project.

"Loan Agreement" shall mean that that certain AGREEMENT TO LOAN REDEVELOPMENT SET HOUSING FUNDS AND HOME PROGRAM FUNDS TO L'OCTAINE LIMITED PARTNERSHIP dated May 16, 2001 between City and Borrower.

"Loan Maturity Date" shall mean the earlier to occur of: (a) the first day of the 31st Operating Year; or (b) the date all principal and accrued but unpaid is lawfully required to be paid under this Note or the Loan Agreement, whether as a result of Borrower's default, City's acceleration of the date for such payment or otherwise.

"Operating Year" shall mean: (a) a calendar year following the Completion Date; or (b) if the Completion Date does not fall on a January 1, the partial calendar year commencing on the Completion Date and ending on December 31 of the calendar year in which the Completion Date occurred.

"Project" shall have the meaning set forth in the Loan Agreement.

b. Within 75 days after the end of each Operating Year, Borrower shall deliver to City a Cash Flow Notice reporting the amount, if any, of Cash Flow realized by Borrower in such prior Operating Year.

c. On or before the 90th day after the end of each of the first 10 Operating Years, Borrower shall pay City an amount equal to the lesser of: (a) 33.03 percent of the Cash Flow reported realized during the previous Operating Year; or (b) all interest that has accrued but remained unpaid through the end of such prior Operating Year.

d. Commencing on April 1 of the 11th Operating Year and continuing on the first day of each month thereafter, Borrower shall pay City monthly installments equal to the lesser of: (a) the equal monthly payment that would be required to amortize over the number of months remaining until the last day of the 30th Operating Year all principal and accrued but unpaid interest that existed as of the last day of the immediately preceding Operating Year; or (b) 33.03 percent of one-twelfth of the Cash Flow reported in most recently delivered Cash Flow Notice.

e. Notwithstanding any provision of this Note to the contrary, Borrower shall pay City the remaining principal balance owing under this Note plus accrued but unpaid interest on the Loan Maturity Date..

f. All payments received hereunder shall be applied first to the payment of accrued interest and the balance applied to principal. Borrower will make payments required hereunder to the City's office indicated in Section 1 above, or at a different place if required by the City.

3. Prepayment Provision.

Borrower shall have the right to prepay all or any part of the principal without penalty. All such prepayments shall be applied first to accrued interest and then to principal payments due hereunder in the inverse order of maturity.

4. Security.

This Note is secured by the "City Deed of Trust" referred to in the Loan Agreement.

5. Default and Acceleration.

The principal unpaid balance, plus accrued interest, shall, at the option of the City or any holder of this Note, become due and payable without notice or demand upon the happening of any one or more of the following events ("Events of Default"):

a. Borrower's failure to pay or perform any obligation, liability or indebtedness to the City, whether under this Note or any other agreement, note, deed of trust, or instrument, now or hereafter existing, as and when due (whether at maturity or by acceleration and no prior demand therefor by the City being necessary).

b. Borrower's failure to pay any installment of principal or interest due on this Note, or the failure to perform any of the covenants, agreements or conditions of any other agreement related to this Note (including, without limitation, the Loan Agreement) or other transaction between the City and Borrower.

c. Borrower and/or any guarantor, or any of them, shall commence a voluntary case or other proceeding making liquidation, reorganization or other relief with respect to itself or its respective debts under any bankruptcy, insolvency or other similar debtor relief law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of them, or any of them, or any substantial part of their property, or shall consent to any such relief or to the appointment or taking possession by any such official in any involuntary case or other proceeding commenced against Borrower.

d. An involuntary case or other proceeding shall be commenced against Borrower seeking liquidation, reorganization or other relief with respect to itself or its respective debts under any bankruptcy, insolvency or other similar debtor relief law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of them, or any of them, or any substantial part of their property, and such involuntary case or other proceeding shall remain undismissed and unstayed for a period of sixty (60) days.

e. Borrower shall make an assignment for the benefit of creditors, or admit in writing their inability to pay their debts generally as they become due.

f. City's reasonable determination that any representation or warranty made by Borrower to the City is, or was, untrue or materially misleading.

g. Any financial statement provided by Borrower to the City proves false.

h. The filing or commencement of a proceeding against Borrower for dissolution or liquidation or any voluntary or involuntary termination of operation or dissolution of Borrower and such proceeding shall remain undismissed and unstayed for a period of sixty (60) days..

i. The acquisition at any time of title to the whole, or any part of, the property which is security for this Note by any person or entity other than Borrower or an affiliate of Borrower without the consent of City, which consent shall not be unreasonably withheld.

In the event that any amount due under this Note is reduced to judgment, or if Borrower fails to make any payment provided for in this Note when due, or if any of the other Events of Default described above shall occur and such Event of Default is not cured within ten (10) days after written notice is sent to Borrower of such Event of Default if such Event of Default can be cured solely by the payment of money, or if such Event of Default cannot be paid solely by the payment of money, then within a reasonable period (but not to exceed 60 days) after written notice is sent to Borrower of such Event of Default providing Borrower promptly commences such cure and diligently and continuously prosecutes such cure to completion, the City, or any holder of this Note, may, at its option declare the unpaid balance of principal and the accrued unpaid interest due and payable although the time of maturity as expressed herein shall not have arrived, and, regardless whether the City so accelerates, the total of the unpaid balance of principal and the then accrued and unpaid interest (past due interest being compounded monthly on the last day of each calendar month to the fullest extent permitted by law) shall then begin accruing interest at the rate stated in Section 1 above, plus three percent (3%) per annum (the "Default Rate"), until such time as all past due payments and accrued interest are paid. At that time, the interest rate will revert to that rate provided in Section 1. Borrower acknowledges that the effect of this Default Rate provision could operate to compound some of the interest obligations due, and Borrower hereby expressly consents to such compounding should it occur.

6. Attorneys' Fees and Costs

Should the indebtedness represented by this Note, or any part hereof, be collected at law, in equity, or in any bankruptcy, receivership or other court proceeding, or an attorney be retained by the City for collection, Borrower agrees to pay, in addition to the principal and interest due hereon, all reasonable attorneys' fees, plus all other costs and expenses of collection and enforcement, including any fees incurred in connection with such proceedings or collection of this Note and/or enforcement of the City's rights with respect to the administration, supervision, preservation or protection of, or realization upon, any property securing payment hereof, whether or not an action is filed in connection therewith.

7. Miscellaneous

a. The failure of the City to act or to exercise any right or remedy shall not in any way affect or impair the obligations of Borrower to City, or constitute a waiver by the City of, or otherwise affect any of, the City's rights under this Note, under any endorsement or guaranty of this Note or under any document or instrument evidencing any security for payment of this Note.

b. The invalidity or unenforceability of any one or more provisions of this Note shall in no way affect the other provisions.

c. Borrower waives presentment, demand for payment, dishonor, notice of dishonor, protest, notice of protest, notice of nonpayment and any other notice or formality and any right of offset.

d. All titles used in this Note are intended solely for convenience and reference; said titles shall not affect any terms, provisions, or meanings of this Note.

e. No waiver or modification of any of the terms or provisions of this Note shall be valid or binding unless set forth in a writing signed by a duly authorized officer of the City, and then only to the extent therein specifically set forth.

f. All rights and remedies provided to the City or the holder of this Note shall be cumulative and shall be in addition to all other rights and remedies provided at law or in equity and all such rights and remedies may be exercised singly, successively and/or concurrently.

g. Time is of the essence hereof. Interest not paid when due shall earn interest as principal.

h. The laws of the State of Nevada shall govern the validity, construction, performance and effect of this Note.

i. This Note is the Note referred to in the Loan Agreement and is subject to all the terms and conditions of said Loan Agreement.

j. All notices given to or made upon Borrower shall be deemed to have been given or made when deposited in the U.S. Mail and addressed to Borrower at the address indicated below.

IN WITNESS WHEREOF, this Note has been executed effective the date and place above written.

L'OCTAINE LIMITED PARTNERSHIP

By: THE TOM HOM GROUP ACQUISITION
CORP., a California corporation, General
Partner,

By: _____
William Newbern, President

EXHIBIT "C"

SHORT FORM DEED OF TRUST

THIS DEED OF TRUST, made this _____ day of _____, 2001 between L'Octaine Limited Partnership, a Nevada limited partnership, with a mailing address of 211 North Eighth Street, Ste. 203, Las Vegas, Nevada 89101-4209, herein called TRUSTOR, and the City of Las Vegas, a municipal corporation duly organized in the State of Nevada, whose principal office is located at 400 E. Stewart Avenue, Las Vegas, Nevada 89101, Attention: Neighborhood Services Department, herein called TRUSTEE and BENEFICIARY.

WITNESSETH: Whereas TRUSTOR has borrowed and received from beneficiary: (1) a loan in the amount of \$850,000 in Redevelopment Set Aside Funds ; and (2) a loan in the amount of \$1,650,000.00 in HOME Program Funds; and has agreed to faithfully perform certain obligations and repay the loan in accordance with the terms of the two Promissory Notes of even date executed by Trustor ("City Notes") and the AGREEMENT TO LOAN REDEVELOPMENT SET HOUSING FUNDS TO L'OCTAINE LIMITED PARTNERSHIP of even date between TRUSTOR and BENEFICIARY (the "**Loan Agreement**");

NOW THEREFORE, for the purpose of securing each agreement of the TRUSTOR herein contained and in the City Notes and Loan Agreement, TRUSTOR IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS TO TRUSTEE IN TRUST, WITH POWER OF SALE, that certain property located in the City of Las Vegas, Clark County, State of Nevada described as:

See Exhibit "A" attached hereto and by reference made a part hereof (the "Property").

To protect the security of this Deed of Trust, TRUSTOR shall abide by the terms of the Loan Agreement executed; TRUSTOR agrees to operate the above-described property solely to supply decent, safe, and sanitary rental housing for HOME program eligible tenants pursuant to 24 CFR 92; TRUSTOR agrees to maintain and operate the above-described Property as a drug-free environment; TRUSTOR agrees to operate the above-described Property as Affordable Housing for HOME program eligible tenants pursuant to 24 CFR 92 for a period of twenty (20) years from the date the Certificate of Occupancy is issued by the Beneficiary pursuant to the Loan Agreement (the "**Period of Affordability**"); Except as otherwise provided herein, TRUSTOR agrees not to encumber the Property in any way during the Period of Affordability without the expressed written consent of BENEFICIARY.

TRUSTEE acknowledges that the property is or will be encumbered by one or more deeds of trust (each a "Senior Deed of Trust" as more particularly defined below) created by TRUSTOR to provide acquisition, construction or operational financing for the property which will be recorded in the Official Records of Clark County, Nevada prior to recordation of this Deed of Trust TRUSTEE acknowledges and agrees that this Deed of Trust and all rights of TRUSTEE hereunder are and will be subject and subordinate to the lien of each Senior Deed of Trust and to all rights and remedies of the BENEFICIARY and TRUSTEE under each Senior Deed of Trust

and its successors and assigns, including, without limitation, any purchaser at a trustee's sale under such Senior Deed of Trust and the heirs, personal representatives, successors and assigns of such purchaser, shall not be bound by or obligated to perform any of the obligations of the TRUSTOR under this Deed of Trust. Deed of Trust

1. The parties acknowledge TRUSTOR intends to acquire other financing (a "**Senior Loan**") for the acquisition, construction and operation of the property, which financing may be secured by a Senior Deed of Trust, and replacement financing therefor pursuant to the terms and conditions set forth below. In this section, the following terms shall have the following meanings:

"**Equipment Encumbrance**" shall mean the interest of any person, other than TRUSTOR, in any personal property located on the property or used in connection with the ownership, operation or maintenance of the Property.

"**Senior Loan Documents**" shall mean a Senior Note, the Senior Deed of Trust securing such Senior Note and any other document or instrument evidencing TRUSTOR's obligations to the Senior Lender holding such Senior Note.

"**Senior Lender**" shall mean the person or persons holding or making a Senior Loan as evidenced by a Senior Note and Senior Trust Deed.

"**Senior Note**" shall mean a promissory note: (a) executed by TRUSTOR; (b) in form and content normally utilized by the Senior Lender in its loan transactions if such Senior Lender is an institutional lender or, if such Senior Lender is other than an institutional lender, in form and content commonly used by institutional lenders who customarily make loans secured by apartment projects in the Las Vegas, Nevada region; (c) bearing an initial interest rate which is equal to or less than five percent (5%) above the Senior Lender's then current prime rate of interest if the Senior Lender is an institutional lender or, if the Senior Lender is other than an institutional lender, five percent (5%) above the then current prime rate at US BANK ("prime rate" shall mean the rate of interest generally charged or offered by such lender to such lender's substantial commercial borrowers on short-term loans secured by property other than real property); (d) in a principal amount which when added to the then outstanding balances on all other Senior Loans does not exceed 110 percent of the original principal balance of all loans initially secured by Senior Deeds of Trust plus the amount the indebtedness secured by this Deed of Trust; (e) payable in periodic installments at the option of TRUSTOR on an interest only basis or on an amortized basis over an amortization period of not less than 25 years; (f) maturing in not less than one year from the date of the Senior Note; and (g) secured in whole or in part by a Senior Trust Deed.

"**Senior Trust Deed**" means a deed of trust: (a) in favor of the Senior Lender or its assignee as beneficiary; (b) encumbering the Property; (c) in form and of content normally utilized by the Senior Lender in its loan transactions if the Senior Lender is an institutional lender or, if the Senior Lender is other than an institutional lender, in form and content commonly used by institutional lenders who customarily make loans secured by apartment projects in the Las Vegas, Nevada region; and (d) securing payment of a Senior Note.

"Subordination Loan Agreement" means: (a) any instrument required by any title (or title insurance) company designated by the Senior Lender as a condition precedent to its issuance of a loan policy of title insurance insuring the priority of a Senior Trust Deed, provided such other instrument does not purport to waive or negate any limitation in favor of BENEFICIARY contained in the Loan Agreement or this Deed of Trust; and (b) any other instrument required by the holder of any Equipment Encumbrance to evidence the priority of its Equipment Encumbrance, provided such other instrument does not purport to waive or negate any limitation in favor of BENEFICIARY contained in the Loan Agreement or this Deed of Trust.

2. Subject to the conditions precedent set forth herein, BENEFICIARY within 10 days after TRUSTOR's request therefor shall execute, acknowledge and deliver to, and permit to be recorded a Subordination Loan Agreement subordinating and subjecting the BENEFICIARY Loan and the lien and charge of any Deed of Trust to any Equipment Encumbrance or a Senior Loan and the lien and charge of any Senior Deed of Trust securing such Senior Loan.

3. The Senior Loan Documents shall contain provisions: (a) requiring the holder of the Senior Loan to give BENEFICIARY notice of the occurrence of any event of default under the Senior Loan Documents and an opportunity to cure such event of default; and (b) permitting BENEFICIARY to acquire the property or any interest therein (including without limitation through purchase and sale, foreclosure, deed in lieu of foreclosure or additional liens for BENEFICIARY's benefit) or acquire any interest in TRUSTOR.

4. The Senior Loan Documents may contain provisions which, among other provisions: (a) accelerate the maturity of obligations in the event of a conveyance or further encumbrancing of the property or any interest therein or in the event a transfer or encumbrancing of any interest in TRUSTOR, except in connection with a conveyance, encumbrancing or transfer by BENEFICIARY; (b) establish restrictions on or penalties for prepayment; or (c) require monthly impounds for taxes or fire insurance premiums.

5. As conditions precedent to BENEFICIARY's obligation to subordinate the lien of any Deed of Trust to the lien of any Senior Deed of Trust or Equipment Encumbrance: (a) TRUSTOR shall not be in default under the Loan Agreement or this Deed of Trust as of the later of: (1) the date of delivery of the Subordination Loan Agreement; or (2) the date a Senior Deed of Trust is recorded; and (b) the scheduled maturity date of any Senior Loan or any replacement financing shall be not sooner than one year from the date such Senior Loan or replacement financing is made.

6. The proceeds of the Senior Loan shall be used, to the extent of such proceeds, and in the following order of priority, to pay: (a) any loan fees and other costs of obtaining such loan; (b) any sums due under any other Senior Loans for principal, interest, late charges or foreclosure or other costs; (c) any prepayment penalty charge that may be due in connection with the prepayment of any other Senior Loans; (d) for the construction, development, operation or maintenance of the property; (e) up to \$50,000 to any person for any lawful business purpose of TRUSTOR; and (f) the remainder to satisfy amounts due and owing to BENEFICIARY under the Loan Agreement or this Deed of Trust.

FURTHER, if the Senior Lien Holder acquires title to the Property pursuant to a deed in lieu of foreclosure, the lien of the Deed of Trust shall automatically terminate upon the Senior Lien Holder's acquisition of title, provided that (i) the TRUSTEE has been given written notice of default under the Senior Deed of Trust to the extent required by applicable law and (ii) the TRUSTEE shall not have cured the default under the Senior Deed of Trust within the period provided by applicable law

Notwithstanding the rights of Beneficiary to the Property under this Deed of Trust, Trustor agrees to repay to the Beneficiary \$850,000 in Redevelopment Set Aside Funds and \$1,650,000.00 in HOME Program Funds, or any portion thereof, if Trustor loses legal possession of the Property through sale, or other circumstances, or if the provisions of the Loan Agreement are not complied with, excluding foreclosure or deed in lieu of foreclosure; and

All of the agreements and/or acknowledgments of the TRUSTEE set forth in this Short Form Deed of Trust also constitute agreements or acknowledgments of the City of Las Vegas in its capacity as BENEFICIARY. The TRUSTEE and BENEFICIARY agree that the BENEFICIARY and TRUSTEE under the Senior Deed of Trust and their respective successors and assigns, including, without limitation, any purchaser, at a trustee's sale under the Senior Deed of Trust and the heirs, personal representatives, successors and assigns of any such purchaser, shall not be bound by or obligated to perform any of the obligations of the TRUSTOR under this Deed of Trust or under the Loan Agreement referred to herein.

TRUSTOR acknowledges and agrees that in the event of foreclosure or transfer in lieu of foreclosure, the restrictions on leasing, subleasing and other occupancy of affordable housing units in the Project (the "**Affordability Restrictions**") contained in the Loan Agreement will be revived if and to the extent that Subrecipient or an affiliate of TRUSTOR acquires or reacquires ownership or control of the Project or a portion thereof prior to the expiration of the Period of Affordability. Upon such revival, the Affordability Restrictions shall be junior and subordinate to the liens and rights of any mortgagee beneficiary under any deed of trust who advanced funds to an affiliate of TRUSTOR without notice of the affiliation or at a time when there was no affiliation. The revived Affordability Restrictions shall apply only to the affordable housing units so owned or controlled. In the case of an affiliate of TRUSTOR who is not controlled by TRUSTOR, the revived Affordability Restrictions will not be applicable following sale of the affordable housing unit or termination of the relationship(s) giving rise to the affiliation, whichever occurs first. As used herein, the term "affiliate of TRUSTOR" means a person, corporation, association, partnership, trust or other entity (but not a government, governmental subdivision or agency) that directly, or indirectly through one or more intermediaries, controls, or is controlled by or is under common control with TRUSTOR.

By execution and delivery of this Deed of Trust and the Loan Agreement secured hereby, TRUSTOR agrees that the following Covenants Nos. 1, 2, 3, 4, 5, 6, 7, 8 and 9 of NRS 107.030 are hereby adopted and made a part of this Deed of Trust, except only the amounts agreed upon by the parties to this instrument with respect to Covenants Nos. 2, 4 and 7 incorporated by reference of such trusts and agreements is respectively as follows: covenant No. 2 fair market

value of Property; Covenant No. 4: 3% and Covenant No. 7 – reasonable attorney's fees; Such provisions so incorporated shall have the same force and effect as though specifically set forth and incorporated in this Deed of Trust; and

So long as the TRUSTOR shall well and truly perform its obligations to the City of Las Vegas under the Loan Agreement, the obligations of the TRUSTOR will terminate on the expiration of the Period of Affordability ; and thereafter the TRUSTEE under the Deed of Trust, its successors or assigns, on request by the TRUSTOR, or assigns, shall reconvey to the TRUSTOR, or assigns, all the estate in the premises described in Exhibit "A" hereto conveyed to the TRUSTEE by the TRUSTOR under this Deed of Trust.

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EXHIBIT "D"
HOME/LIHTF PROGRAM INCOME GUIDELINES:
U.S. Department of Housing and Urban Development (HUD) HOME/LIHTF
Program Limits (April, 2001)
Median Family Income \$52,100

<u>FAMILY SIZE</u>	<u>INCOME NOT TO EXCEED</u>
1	30% 11,450 50% 19,100 (Very Low-Income) 60% 22,900 80% 30,500 (Low-Income)
2	30% 13,100 50% 21,800 (Very Low-Income) 60% 26,200 80% 34,900 (Low-Income)
3	30% 14,700 50% 24,550 (Very Low-Income) 60% 29,400 80% 39,250 (Low-Income)
4	30% 16,350 50% 27,250 (Very Low-Income) 60% 32,700 80% 43,600 (Low-Income)
5	30% 17,650 50% 29,450 (Very Low-Income) 60% 35,300 80% 47,100 (Low-Income)
6	30% 18,950 50% 31,600 (Very Low-Income) 60% 37,900 80% 50,550 (Low-Income)
7	30% 20,250 50% 33,800 (Very Low-Income) 60% 40,500 80% 54,050 (Low-Income)
8	30% 21,600 50% 35,950 (Very Low-Income) 60% 43,200 80% 57,550 (Low-Income)

EXHIBIT "E"

**HOME PROGRAM RENTS:
U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD)
PROGRAM LIMITS (APRIL, 2001)**

PROGRAM	Efficiency	1-Bedroom	2-Bedroom	3-Bedroom	4-Bedroom	5-Bedroom	6-Bedroom
Low Home Rent Limit	\$468	\$501	\$602	\$695	\$776	\$855	\$936
High Home Rent Limit	\$497	\$590	\$702	\$869	\$951	\$1,030	\$1,110
For Information Only:							
Fair Market Rent	\$497	\$590	\$702	\$977	\$1,154	\$1,327	\$1,500
50% Rent Limit	\$468	\$501	\$602	\$695	\$776	\$855	\$936
65% Rent Limit	\$588	\$631	\$760	\$869	\$951	\$1,030	\$1,110

EXHIBIT "F"**DISCLOSURE OF PRINCIPALS**

The principals and partners L'Octaine Limited Partnership, a Nevada limited partnership ("L'Octaine"), and all persons and entities holding more than 1% interest in L'Octaine or any principal of L'Octaine, are the following:

The General Partner of L'Octaine is THE TOM HOM GROUP ACQUISITION CORP., a California corporation ("TTHGAC"), and the sole Limited Partner of L'Octaine is CAMPAIGE AFFORDABLE HOUSING-COMPANY B, LLC, a California limited liability company ("CAH-B"). Of L'Octaine's profits, losses and capital, 99.99 percent is currently allocated to CAH-B. CAH-B has two classes of membership interests, denominated at Class A Units and Class B Units.

As provided in the DISPOSITION AND DEVELOPMENT AGREEMENT (the "DDA"), upon acquiring the Site, CAH-B or its wholly owned subsidiary will be admitted as a general partner of L'Octaine, TTHGAC will withdraw as a general partner and L'Octaine will admit one or more as yet unidentified Low Income Housing Tax Credit Investors as limited partners.

The following is a list identifying each CAH-B member owning more than one percent of the membership units issued and outstanding in such member's class:

CAH-B CLASS A MEMBERS HOLDING ONE PERCENT OR MORE OF THE ISSUED AND OUTSTANDING CLASS A UNITS:

Chris and Kirsten Cramer Family Trust	777 Armada Terrace	San Diego	CA	92106
<i>Trustors: Christopher W. Cramer and Kirsten M. Cramer</i>				
Cynthia P. Olmstead Exempt Trust	3027 Homer Street	San Diego	CA	92106
<i>Trustor: Elouise Pratt, deceased</i>				
Carne Family Trust	6086 Wenrich Drive	San Diego	CA	92120
<i>Trustor: Robert E. Carne</i>				
Eugene M. Foster & Joan F. Foster Trust	c/o Wheeler Frost Associates, Inc. 1545 Hotel Circle South #280	San Diego	CA	92108
<i>Trustors: Eugene M. and Joan F. Foster</i>				

Blackstone Consulting, Inc. <i>Robert Putnam, sole shareholder</i>	1545 Hotel Circle South, Suite 280	San Diego	CA	92108
Peter F. & Virginia L. Seligman	4427 Pescadero Avenue	San Diego	CA	92107
Pollard Trust <i>Trustors: Bill G and Jeanette Pollard</i>	14415 Crestwood Avenue	Poway	CA	92064
Grossmont Medical Clinic, Inc. MPPP fbo <i>John R. Webb, M.D., sole shareholder, officer and director</i>	4587 54th Street	San Diego	CA	92115
Boatwright Family Trust <i>Trustors: David and Camille Boatwright</i>	701 "B" Street, Suite 2100	San Diego	CA	92101
James S. Brown Revocable Trust <i>Trustor: James S. Brown</i>	591 Camino de la Reina, Suite 1015	San Diego	CA	92108
Campaige Family, L.P. <i>General Partners: CINDY INVESTMENT CORP. and Nora Hom Newbern</i> <i>Limited Partner: William W. Newbern and Nora Hom Newbern, Trustees of the Newbern Family Living Trust dated 9/4/81</i>	4408 - 30th Street	San Diego	CA	92116
Jessop Family Trust <i>Trustors: James and Kimberly Jessop</i>	401 West "C"2 Street	San Diego	CA	92101
Lloyd Stuart Kuritsky Trust <i>Trustor: Lloyd Stuart Kuritsky</i>	649 Torrance Street	San Diego	CA	92013

LaCroix Family Trust <i>Trustors: Robert A. and Molly B. LaCroix</i>	2674 Willow Street	San Diego	CA	92106
Kenneth Markstein	P. O. Box 6902	San Marcos	CA	92079
Sandalwood Bay, L.P. <i>General</i>	4408 30th Street	San Diego	CA	92116
<i>Partner:</i> CINDY INVESTMENT CORP.				
<i>Limited Partners:</i> Thomas E. Hom, Trustee of the Hom Survivor's Trust dated November 22, 1989, as amended Thomas E. Hom, Trustee of the Hom Bypass Trust dated November 22, 1989, as amended				
Remarc Holdings, L.P. <i>General Partner:</i> Susan W. Cramer	1032 Barcelona Drive	San Diego	CA	92107
<i>Limited Partners:</i> Tyler W. Cramer or Susan W. Cramer, Trustees of the Tyler & Susan Cramer Family Trust dated November 1, 1984, as amended Sarah E. Cramer, a single woman				
Brown Family Trust <i>Trustors: Gerard J. and Arbie L. Brown</i>	335 Via Andalusia	Encinitas	CA	92024

E. T. & D. W. Cramer Family Trust	727 Armada Terrace	San Diego	CA	92106

*Trustors: Edward T.
Cramer and Dianne W.
Cramer*

Landis Family Trust	381 Silvergate Avenue	San Diego	CA	92106

*Trustors: John and Carol
Landis*

Olmstead Family Trust	3027 Homer Street	San Diego	CA	92106

*Trustor: George E.
Olmstead*

Robert Charles, LLC	6363 El Cajon Boulevard, Suite 206	San Diego	CA	92115

*Managers:
Robert L. Teel
C.I. Feurzig*

Bill and Susan Hoehn Family Trust	P. O. Box 789	Rancho Santa Fe	CA	92067

*Trustors:
Theodore William
Hoehn, III and Susan
Hughes Hoehn*

Allen E. Hom	17221 Lido Lane	Huntington Beach	CA	92647

JRL, LP	P. O. Box 181887	Coronado	CA	92178

*General Partner:
JRLGP, Inc.*

*Limited Partners:
Richard M. Libenson,
Trustee of the CAROL
CASHUK EXEMPT
TRUST dated February 5,
1997*

*Richard M. Libenson,
Trustee of the RICHARD
LIBENSON EXEMPT
TRUST dated February 5,
1997*

*Richard M. Libenson and
Claudia C. Libenson,
Trustees of the Libenson
Family Trust dated
September 4, 1981, as
amended*

Papier, LP	P. O. Box 181887	Coronado	CA	92178
<i>General Partner:</i>				
<i>RCL Enterprises, Inc.</i>				

Limited Partners:

*Janice R. Libenson and
Richard M. Libenson,
Trustees of the JANICE R.
LIBENSON FAMILY
TRUST dated October 2,
1986, as amended*

*Richard M. Libenson and
Claudia C. Libenson,
Trustees of the Libenson
Family Trust dated
September 4, 1981, as
amended*

**CAH-B CLASS B MEMBERS HOLDING ONE PERCENT OR MORE OF THE ISSUED
AND OUTSTANDING CLASS B UNITS:**

Sandalwood Bay, L.P.	4408 30th Street	San Diego	CA	92116
Campaige Family, L.P.	4408 30th Street	San Diego	CA	92116

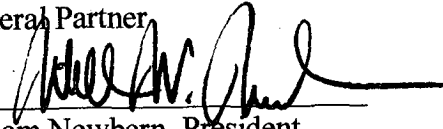
In addition, the Company is authorized to issue up to that number of Class B Units which equals three times the aggregate number of then issued and outstanding Class A Units. CAH-B currently intends to offer and sell the additionally authorized Class B Units to CAH-B's manager, THE TOM HOM GROUP, LLC, a California limited liability company ("TTHG"), its affiliates or other persons designated by TTHG in its sole and absolute discretion, including employees of TTHG. As of the date of this Exhibit, no such additional Class B Units have been issued.

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

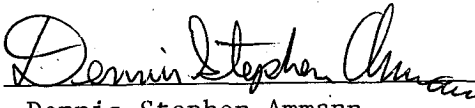
L'OCTAINE LIMITED PARTNERSHP

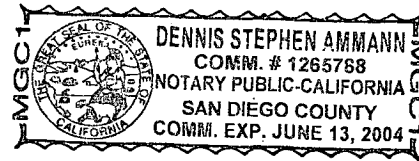
BY: THE TOM HOM GROUP ACQUISITION
CORP., General Partner

By:


William Newbern, President
"Subrecipient"

Subscribed and sworn to before me this
7th Day of May, 2001.

 Notary Public
Dennis Stephen Ammann



City of Las Vegas

Agenda Item No. 88

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: MAY 16, 2001****DEPARTMENT: PLANNING & DEVELOPMENT****DIRECTOR: ROBERT S. GENZER**☐**CONSENT**☒**DISCUSSION****SUBJECT:**

Report on the status and impact of Parking Variances and Waivers within the area bounded by Fourth Street, Maryland Parkway, Charleston Boulevard and Fremont Street - Wards 3 & 5 (Reese & Weekly)

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

To report the findings of a study conducted to determine the aggregate impacts of parking variances and waivers on the area bounded by Fourth Street, Maryland Parkway, Charleston Boulevard, and Fremont Street.

RECOMMENDATION:

Report only, no action required

BACKUP DOCUMENTATION:

1. Report
2. Map

MOTION:

None required.

MINUTES:

ROBERT GENZER, Director, Planning and Development Department, reported that at the May 2, 2001, COUNCILMAN WEEKLY requested that staff review parking variance applications in the downtown area. The area that was chosen for that review is bounded by Charleston Boulevard, Fourth Street, Fremont Street, and Maryland Parkway. He noted that it was found that the number of requests in this area for a reduction in the required number of parking spaces has increased proportionately to the number of projects underway. Secondly, while the requests may be appropriate for individual projects, it is apparent that the overall impact on this section of downtown is an area for concern. Thirdly, within the identified area, there was a mixture of residential, commercial, and professional zoning. The lots within the area tend to be small, most of which are 50 feet wide by approximately 125 feet deep. So when they are converted from a residential to an office use, it is not surprising to submit a request for a parking variance. When new buildings are proposed on these size lots, even when they are combined in groups, the footprint often exceeds 50% of the lot area, which leaves little room for surface parking.

*City of Las Vegas***Agenda Item No. 88****CITY COUNCIL MEETING OF MAY 16, 2001****Planning and Development**

Item 88 – Report on the status and impact of Parking Variances and Waivers within the area bounded by Fourth Street, Maryland Parkway, Charleston Boulevard, and Fremont Street

MINUTES -- Continued:

He introduced JOHN KOSWAN of Planning and Development who would give a more detailed report and identify all the variances that have been approved over the last 30 years. It is staff's intent to update the report as each variance application is received so that the Council can see as they are considering a particular variance the impact it would have on the entire area before taking action.

MR. KOSWAN referred to a map and stated that parking variances have been granted since 1971 and every decade the number of variances are doubled. The effect of granting those variances is that in the study area there has been a reduction of parking to the tune of 40%, with some of the larger variances being located in the area of Las Vegas Boulevard and Gass Street. The net result is a deficiency of 387 parking spaces in an area that requires 978 spaces. Staff intends to continue to monitor the progress of the variances and keep track of the numbers so that they can be included with the staff presentations for additional requests in the study area.

COUNCILMAN REESE asked MR. KOSWAN to explain the reasons for some of the variances that have been granted. MR. KOSWAN cited the L'Octaine project as an example, which is one of the two new developments in the area, and contains 51 units. The mix of the units is 24 studio and one-bedroom units, with 27 being two-bedroom units. The Council decided that the variance was warranted based on the occupancy of those individual units. There were 103 spaces required, and a variance was approved for 52 spaces. The project on Hoover Street is a 271-unit, single-room occupancy project with 7,000 square feet of retail space. The parking spaces that would have been required for the SRO would have fit under the residential/hotel category for parking, which would roughly require one parking space per unit, or a parking requirement of 294 parking spaces total. The parking that is going to be provided is 77 spaces, which leaves a 217-space deficiency.

COUNCILMAN REESE noted that the developer has indicated that if parking problems arise, they will provide other parking. MR. KOSWAN explained that the renters for these projects will not have the same requirements for parking spaces because many of them do not own vehicles. The only concern might be a lack of parking for the retail component. COUNCILMAN REESE pointed out that on the first SRO project on Ogden Avenue and 8th Street the Council required the developer to provide off-property parking and it is never occupied. But he is certain that if there is a parking problem for L'Octaine or the Hoover project, the developer will work with the City in providing adequate parking. MR. GENZER interjected that staff is not suggesting that those two developments are going to affect parking problems in the area. The real issue is all of the

*City of Las Vegas***Agenda Item No. 88**

CITY COUNCIL MEETING OF MAY 16, 2001

Planning and Development

Item 88 – Report on the status and impact of Parking Variances and Waivers within the area bounded by Fourth Street, Maryland Parkway, Charleston Boulevard, and Fremont Street

MINUTES – Continued:

other smaller variances that have occurred in combination and within proximity to each other. If this continues, there are going to be significant problems.

There was no further discussion.

(12:49 – 12:57)

3-1474

Report on the Status and Impact of Parking Variances and Waivers on the Area Bounded by Fourth Street, Maryland Parkway, Charleston Boulevard, and Fremont Street

Analysis

The subject area is in a transitional state. The existing zoning is a mixture of R-1, R-3, R-4, P-R, C-1 and C-2. The existing single family and low density multiple family dwellings are being rezoned and either converted to, or are being razed to make way for office space. The existing lots are relatively small, averaging between 6,500 and 14,000 square feet in area. The combination of the change of use from residential to office, the relative small lot sizes and the resultant increase in the required number of parking spaces has generated a substantial number of requests for parking variances and waivers.

Background Data

1971	1st parking variance granted in the subject area.
1975 to 1980	4 parking variances granted in the subject area.
1981 to 1990	5 parking variances granted in the subject area.
1991 to present	7 parking variances and 2 parking waivers granted in the subject area.

Findings

The number of parking variances and/or waivers granted has been proportional to and has followed the pace of redevelopment in the subject area. The granting of variances and waivers that reduce the parking requirements for specific sites may seem to have only an isolated effect. However, the aggregate impact of granting numerous reductions of provided parking is having an impact on the entire area. The following chart demonstrates the overall impact.

Case Year	Case Number	Address	Parking Required	Parking Provided	Parking Deficiency	Percent Reduction
1971	V-0054-71	818 S SEVENTH ST	12	10	2	16.7%
1975	V-0063-75	519 S EIGHTH ST	4	3	1	25.0%
1976	V-0051-76	707 S SIXTH ST	30	22	8	26.7%
1979	V-0023-79	221 S TENTH ST	12	9	3	25.0%
1979	V-0066-79	403 S SIXTH ST	25	24	1	4.0%
1981	V-0014-81	626 S SEVENTH ST	5	4	1	20.0%
1984	V-0091-84	630 S TENTH ST	8	2	6	75.0%
1984	V-0123-84	401 S SIXTH ST	55	46	9	16.4%
1988	V-0146-88	1013 CARSON AVE	210	179	31	14.8%
1990	V-0122-90	606 S NINTH ST	20	13	7	35.0%
1994	V-0031-94	615 S SIXTH ST	6	3	3	50.0%
1997	V-0069-97	819 S SIXTH ST	11	9	2	18.2%
1997	V-0072-97	518 S NINTH ST	12	10	2	16.7%
1997	V-0076-97	723 S SEVENTH ST	14	9	5	35.7%
1998	V-0021-98	617 S EIGHTH ST	9	6	3	33.3%
2000	SD-0049-00	SEC GASS AVE & LAS VEGAS BLVD	103	52	51	49.5%
2000	V-0071-00	NWC CHARLESTON & MARYLAND	126	102	24	19.0%
2001	V-0012-01	700 S SEVENTH ST	22	11	11	50.0%
2001	Z-0100-64(176)	440 HOOVER AVE	294	77	217	73.8%
Total:			978	591	387	39.6%

Waivers from Parking Requirements.

There have been a total of 19 parking variances and waivers granted. The total number of required spaces for the projects receiving variances and/or waivers is 978. The number of spaces required to be provided for projects receiving variances and/or waivers is 591. This results in a total deficiency of 387 spaces, or a 39.6% reduction of parking spaces.

The localized impact can be even greater. The area bounded by Fourth Street, Maryland Parkway, Charleston Boulevard and Clark Street contains 15 of the 19 total granted variances and waivers. Within this localized area, the required number of spaces for the projects receiving variances and or waivers is 676. The number of spaces that were required to be provided for projects receiving variances and or waivers is 333. This results in a total deficiency of 343 spaces, or a 50.7% reduction of parking spaces.

The following chart demonstrates this impact.

Fourth Street, Maryland Parkway, Charleston Boulevard, and Clark Street,

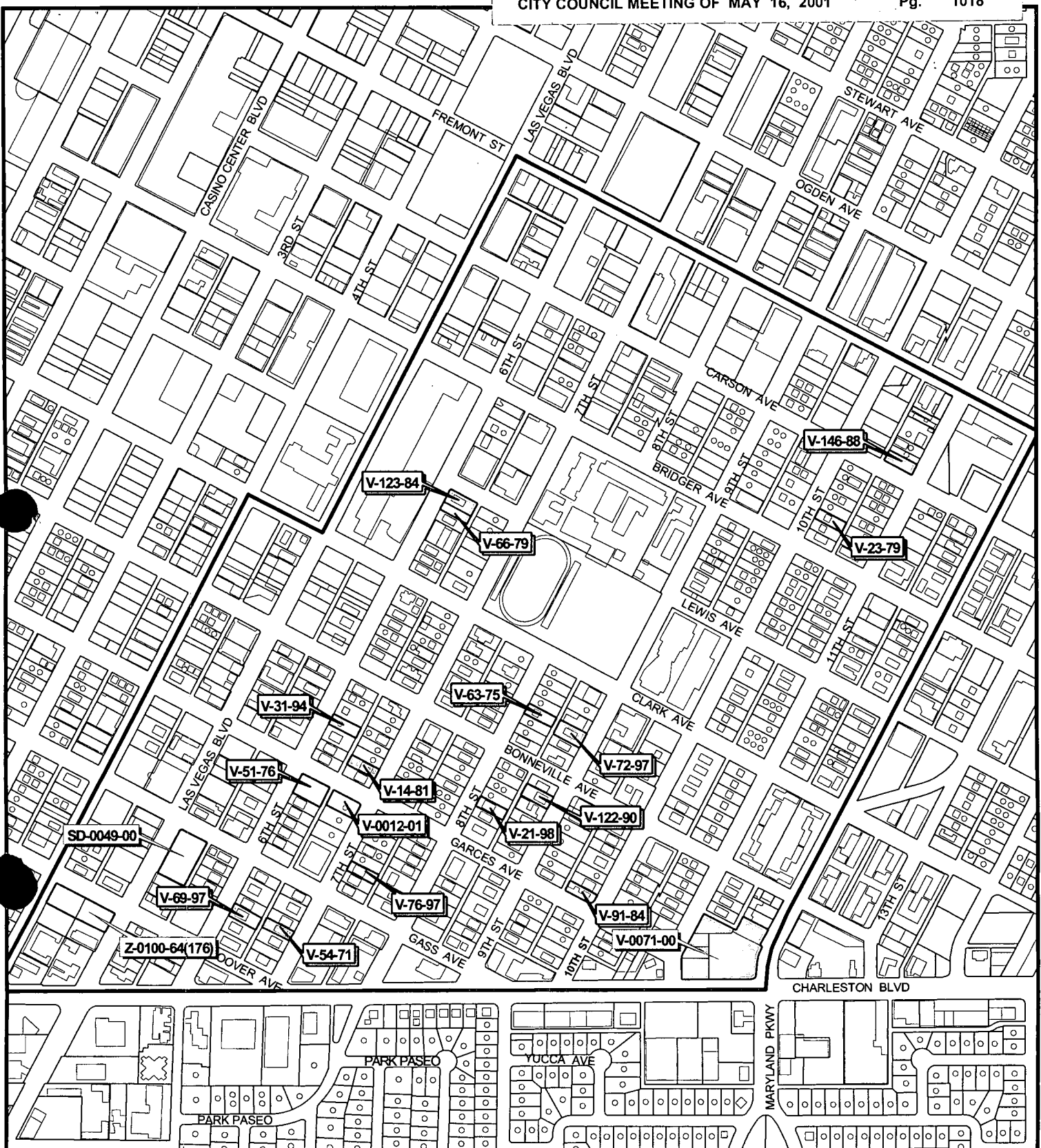
Case Year	Case Number	Address	Parking Required	Parking Provided	Parking Deficiency	Percent Reduction
1971	V-0054-71	818 S SEVENTH ST	12	10	2	16.7%
1975	V-0063-75	519 S EIGHTH ST	4	3	1	25.0%
1976	V-0051-76	707 S SIXTH ST	30	22	8	26.7%
1981	V-0014-81	626 S SEVENTH ST	5	4	1	20.0%
1984	V-0091-84	630 S TENTH ST	8	2	6	75.0%
1990	V-0122-90	606 S NINTH ST	20	13	7	35.0%
1994	V-0031-94	615 S SIXTH ST	6	3	3	50.0%
1997	V-0069-97	819 S SIXTH ST	11	9	2	18.2%
1997	V-0072-97	518 S NINTH ST	12	10	2	16.7%
1997	V-0076-97	723 S SEVENTH ST	14	9	5	35.7%
1998	V-0021-98	617 S EIGHTH ST	9	6	3	33.3%
2000	SD-0049-00	SEC GASS AVE & LAS VEGAS BLVD	103	52	51	49.5%
2000	V-0071-00	NWC CHARLESTON & MARYLAND	126	102	24	19.0%
2001	V-0012-01	700 S SEVENTH ST	22	11	11	50.0%
2001	Z-0100-64(176)	440 HOOVER AVE	294	77	217	73.8%
Total:			676	333	343	50.7%

Waivers from Parking Requirements.

Within the overall area, the two proposed Tom Hom projects to be located at the southwest corner of Gass Avenue & Las Vegas Boulevard, and at 440 Hoover Avenue, are noteworthy. These two projects combined require a total of 397 parking spaces. However, only 129 total spaces have been required, resulting in a 268 space deficiency, or a total 67.5 % reduction of required parking spaces.

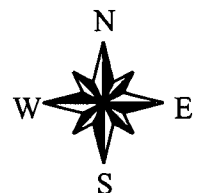
Conclusion

It is beneficial and important to take into account the condition of the surrounding area when considering applications for a specific project. It is also incumbent upon the City of Las Vegas to track the aggregate impacts of it's individual actions. The facts of this study suggest that the aggregate impacts of variances and waivers that reduce the total number of required parking spaces in this area need to be carefully monitored. When considering applications to reduce the number of provided parking spaces in this area, the results of this study and report should be carefully reviewed.



Downtown Parking Variances

	Area of Interest		0% to 24% reduction of parking
	Case Number		25% to 49% reduction of parking
			50% and over reduction of parking



City of Las Vegas

Agenda Item No. 89

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: MAY 16, 2001****DEPARTMENT: BUSINESS DEVELOPMENT****DIRECTOR: LESA CODER**☐**CONSENT**☒**DISCUSSION****SUBJECT:****RESOLUTIONS:**

R-67-2001 - Discussion and possible action regarding a resolution consenting to certain undertakings of the City of Las Vegas Redevelopment Agency in connection with the Disposition and Development Agreement with L'Octaine Limited Partnership, a Nevada Limited Partnership (\$850,000 - Redevelopment Housing) (APN 139-34-401-002) - Ward 5 (Weekly) [NOTE: This item is related to Redevelopment Agenda Item IV-A]

Fiscal Impact☐**No Impact****Amount: \$850,000**☒**Budget Funds Available****Dept./Division: OBD / RDA**☐**Augmentation Required****Funding Source: Redevelopment Housing****PURPOSE/BACKGROUND:**

The Tom Hom Group has proposed the development of a 56-unit apartment building located at the corner of Las Vegas Blvd. and Gass Ave. The developer has requested assistance from the Redevelopment Agency in the form of land and funding in the amount of \$850,000. Upon completion, the apartment complex will be available to both affordable, as well as market rate tenants. This project is one of several that the developer has committed to in the downtown.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

1. Agenda Memo
2. Resolution No. R-67-2001
3. DDA, including exhibits consisting of Locator Map and Disclosure of Principals (Note: originals filed in the 5-16-2001 Redevelopment Agency minutes)
4. Site Map

MOTION:**WEEKLY – APPROVED as recommended – UNANIMOUS with MACK not voting****MINUTES:**

LESA CODER, Director, Office of Business Development, recommended approval.

There was no further discussion.

(12:57 – 12:58)

3-1790

*City of Las Vegas***AGENDA MEMO****CITY COUNCIL MEETING DATE: MAY 16, 2001****DEPARTMENT: BUSINESS DEVELOPMENT****ITEM DESCRIPTION: R-67-2001 - DISPOSITION AND DEVELOPMENT****AGREEMENT WITH L'OCTAINE LIMITED PARTNERSHIP**

In accordance with NRS 279.408 and NRS 279.474, the Redevelopment Agency may construct or pay for the construction of public improvements. NRS 279.486 requires the consent of the City Council to allow the Redevelopment Agency to contribute for these improvements. Consent may be given based on two findings:

1. The improvements are a benefit to the Redevelopment Area, and;
2. There are no other reasonable means of financing the improvements.

Finding #1. The improvements are a benefit to the Redevelopment Area - The proposed project will be a multi-unit housing project located at the corner of Las Vegas Boulevard and Gass Avenue. The project will develop a parcel that has been underutilized for many years and will help supplement the inventory of residential units that are needed in downtown.

Finding #2. There is no other reasonable means of financing the improvements - Staff has examined the pro forma profit and loss statement of the project. In view of the economic challenges with the development of the parcel and the minimal cash-on-cash return on the developer's investment when compared to the risk, it becomes necessary for the Agency to contribute some financial assistance to the project. This is the first market-rate housing project to be built in several years. As the market is yet to be tested, the developer takes on an additional amount of risk. Complementary sources of financing are being secured; however, without the augmentation of Agency funding, the project will not go forward.

RESOLUTION NO. R-67-2001**RESOLUTION CONSENTING TO CERTAIN UNDERTAKINGS OF THE CITY OF LAS VEGAS REDEVELOPMENT AGENCY IN CONNECTION WITH THE DISPOSITION AND DEVELOPMENT AGREEMENT WITH L'OCTAINE LIMITED PARTNERSHIP FOR THE DEVELOPMENT OF PROPERTY LOCATED AT THE SOUTHEAST CORNER OF LAS VEGAS BOULEVARD AND GASS AVENUE**

WHEREAS, the City of Las Vegas Redevelopment Agency (the "Agency") adopted on March 5, 1986, that plan of redevelopment entitled, to-wit: the Redevelopment Plan for the Downtown Las Vegas Redevelopment Area pursuant to Ordinance 3218, which Redevelopment Plan has been subsequently amended on February 3, 1988, by Ordinance 3339; April 11, 1992, by Ordinance 3637 and on November 4, 1996, by Ordinance 4036 (the "Redevelopment Plan"); and

WHEREAS, the Redevelopment Plan identifies and designates an area within the corporate boundaries of the City of Las Vegas (the "Redevelopment Area") as in need of redevelopment in order to eliminate the environmental deficiencies and blight existing therein; and

WHEREAS, the Agency is the owner of a vacant parcel of land located on the southeast corner of Las Vegas Boulevard and Gass Avenue, in Las Vegas, Nevada, and which parcel is commonly known as APN 139-34-401-002 (the "Site"); and

WHEREAS, the City Council of the City of Las Vegas has considered the findings that the development of buildings, facilities, structures or other improvements to be located at the Site are of benefit to the Redevelopment Area or the immediate neighborhood in which the Redevelopment Area is located, which findings are attached as Exhibit "A" to this Resolution; and

WHEREAS, the City Council of the City of Las Vegas has considered the findings that no other reasonable means of financing the buildings, facilities, structures or other improvements on the Site are available, which findings are attached as Exhibit "A" to this Resolution; and

WHEREAS, the City Council of the City of Las Vegas has considered the undertakings of the Agency in connection with the Disposition and Development Agreement (the "Agreement"), the form of the Agreement being on file with the Agency, which provides for the conveyance of the Site to L'Octaine Limited Partnership for the development and expansion of a mixed use, mixed income use apartment complex and commercial retail space to be known as L'Octaine (the "Project"), all as more fully set forth in the Agreement.

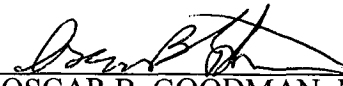
1. NOW, THEREFORE, BE IT HEREBY RESOLVED that the City Council of the City
2 of Las Vegas hereby finds and determines that the development of buildings, facilities, structures or
3 other improvements on the Site are of benefit to the Redevelopment Area or the immediate
4 neighborhood in which the Redevelopment Area is located; and

5 RESOLVED FURTHER, that the City Council of the City of Las Vegas hereby finds
6 and determines there are no reasonable means of financing those buildings, facilities, structural or
7 other improvements on the Site; and

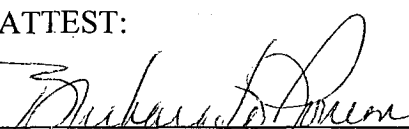
8 RESOLVED FURTHER, that the City Council of the City of Las Vegas hereby
9 consents to the undertakings of the Agency in connection with the Agreement with L'Octaine Limited
10 Partnership for the Project concerning the development on the Site.

11 PASSED, ADOPTED AND APPROVED this 16th day of May, 2001.

12
13 CITY OF LAS VEGAS

14
15 By: 
16 OSCAR B. GOODMAN, Mayor

17 ATTEST:

18 
19 BARBARA JO RONEMUS, City Clerk

20 APPROVED AS TO FORM

21
22  4/26/01
23 Date
24
25
26
27
28

DISPOSITION AND DEVELOPMENT AGREEMENT**BETWEEN THE****CITY OF LAS VEGAS REDEVELOPMENT AGENCY****AND****L'OCTAINE LIMITED PARTNERSHIP**

THIS AGREEMENT is entered into as of the 16th day of May, 2001 (the "Agreement Date"), by and between the CITY OF LAS VEGAS REDEVELOPMENT AGENCY (the "Agency") and L'OCTAINE LIMITED PARTNERSHIP, a Nevada limited partnership (the "Developer").

I. [§100] SUBJECT OF AGREEMENT

A. [§101] **Purpose of this Agreement** The purpose of this Agreement is to effectuate the Redevelopment Plan (the "Redevelopment Plan") for the Downtown Las Vegas Redevelopment Area (the "Redevelopment Area") by providing for the development of certain real property (the "Site") included within the boundaries of the Redevelopment Area. The redevelopment of the Site pursuant to this Agreement and the fulfillment generally of this Agreement are in the vital and best interests of the City of Las Vegas, Nevada (the "City"), and the health, safety and welfare of its residents, and in accord with the public purposes and provisions of applicable federal, state and local laws and requirements.

B. [§102] **The Redevelopment Plan** This Agreement is subject to the provisions of the Redevelopment Plan which was approved and adopted on March 5, 1986, by the City Council of the City of Las Vegas by Ordinance No. 3218, as amended. The Redevelopment Plan, as it now exists and as it may be subsequently amended pursuant to Section 701, is incorporated herein by reference and made a part hereof as though fully set forth herein.

C. [§103] **The Redevelopment Area** The Redevelopment Area is located in the City of Las Vegas, Nevada, and the exact boundaries thereof are specifically described in the Redevelopment Plan and in a document recorded March 11, 1986, as Instrument No. 00777, Book 860311, and amended in the document recorded February 11, 1988, Instrument No. 00382, Book 880211, and further amended in the document recorded November 22, 1996, as Instrument No. 00847, Book 961122, in the Office of County Recorder of Clark County, which documents are incorporated herein by reference and made a part hereof as though fully set forth herein.

D. [§104] **The Site** The Site is that portion of the Redevelopment Area located on the southeast corner of Las Vegas Boulevard and Gass Avenue, as shown on the Map of the Site (Attachment A), and is more particularly described in the Legal Description of the Site (Attachment D).

E. [§105] Parties to or Interrelated to this Agreement As of the date of this Agreement, THE TOM HOM GROUP ACQUISITION CORP., a California corporation ("TTHGAC"), is the sole general partner of Developer and CAMPAIGE AFFORDABLE HOUSING - COMPANY B, LLC, a California limited liability company ("CAH-B"), is the sole limited partner of Developer. THE TOM HOM GROUP, LLC, a California limited liability company ("TTHG"), is a service company and is the authorized agent of TTHGAC and Developer. TTHG also is the manager of CAH-B. The managers of the TTHG are Thomas E. Hom and William W. Newbern. Messrs. Hom and Newbern serve as the chairman and president of TTHGAC, respectively.

1. [§106] Agency Agency is a public body, corporate and politic, exercising governmental functions and powers and organized and existing under the Community Redevelopment Law of the State of Nevada (NRS 279.382 et seq.). The office of Agency is located at 400 Las Vegas Boulevard South, Las Vegas, Nevada 89101. "Agency", as used in this Agreement means the City of Las Vegas Redevelopment Agency and any assignee of, or successor to, its rights, powers and responsibilities.

2. [§107] Developer Developer is L'Octaine Limited Partnership, a Nevada limited partnership. Developer's principal address is 211 North Eighth Street, Ste. 203, Las Vegas, Nevada 89101-4209. Developer agrees throughout the term of this Agreement to notify Agency of the names of its partners. Wherever the term "Developer" is used herein, such term shall include any permitted nominee, assignee or successor in interest as herein provided.

Pursuant to Resolution RA-4-99 adopted by the City of Las Vegas Redevelopment Agency, Developer warrants that it has disclosed, on Attachment "J" attached hereto, all principals, including partners of Developer, as well as all persons and entities holding more than one percent (1%) in Developer or any principal of Developer. Throughout the duration of this Agreement, Developer shall notify Agency in writing of any material change in the above disclosure within fifteen days of any such change.

a. The qualifications and identity of Developer and of its partners are of particular concern to the City and Agency, and it is because of such qualifications and identity that Agency has entered into this Agreement with Developer. Except as otherwise provided in this Agreement, during the existence of this Agreement, the partners of Developer agree not to sell, convey, assign or transfer their interests in Developer, or any portion thereof, without Agency's prior approval. No voluntary or involuntary successor in interest of Developer shall acquire any rights or powers under this Agreement except as expressly set forth herein.

b. Except as otherwise provided in this Agreement, Agency may terminate its obligations under this if there is any significant change (voluntary or involuntary) in the membership, management or control of Developer without Agency's prior approval.

c. Notwithstanding the foregoing, the following shall be permitted transfers and shall not require Agency's approval hereunder:

- (1) A transfer or assignment to a partnership, limited liability company, corporation or other legal entity providing the transferee or assignee is under substantially the same management and control as the transferor or the persons managing or controlling the transferor;
- (2) A transfer resulting from the death or mental or physical incapacity of an individual;
- (3) A transfer or assignment in trust for the benefit of an ancestor, spouse, issue or other family members or for charitable purposes;
- (4) A transfer of stock in a publicly held corporation or of the beneficial interest in any publicly held partnership or real estate investment trust;
- (5) The admission of CAH-B as a general partner of Developer providing TTHG is the manager of CAH-B;
- (6) The withdrawal of TTHGAC as a general partner of Developer providing at such time CAH-B is a general partner of Developer;
- (7) The admission as a partner in Developer of an institutional low income housing tax credit investor (a "LIHTC Investor") which contributes equity capital to Developer (the "LIHTC Financing") in exchange for, among other things, an interest in Developer entitling the LIHTC Investor to an allocation of some or all of the low income housing tax credits generated by the Project (as defined below);
- (8) The transfer or assignment of a membership interest or an economic interest in CAH-B or TTHG providing management and control of such limited liability company remains the substantially same; or
- (9) Any mortgage, deed of trust, sale and leaseback or other form of conveyance required for any reasonable method of financing or refinancing the development of the Site.

F. [§108] **The Development** Subject to all the provisions of this Agreement, the improvements to be constructed on the Site and the obligations of Developers to the Site (the "Development" or "Project") are as follows:

- (i) an apartment complex having approximately fifty-one (51) apartment units having a mix of affordable housing apartment units and market rate apartment units;

- (ii) approximately 4100 square feet of retail space on ground floor of the Development; and
- (iii) a parking garage of approximately 52 vehicle parking spaces and 3 parking spaces outside the parking garage.

The construction of the improvements are described in the "Scope of Development", Attachment "C", attached hereto.

G. [§109] **Good Faith Deposit** Prior to the execution of this Agreement by Developer, Developer shall deliver to Agency a deposit in the form of either cash, a cashier's check or an irrevocable Letter of Credit in the amount of Fifty Thousand and No/100ths Dollars (\$50,000) (the "**Good Faith Deposit**"). The Good Faith Deposit shall serve as security for the performance of the obligations of Developer under this Agreement prior to the return of the Good Faith Deposit to Developer.

1. If the Good Faith Deposit is in the form of cash or a cashier's check, Agency shall invest the Good Faith Deposit in certificate of deposit insured by the Federal Deposit Insurance Corporation and all interest earned thereon shall be added to and become a part of the Good Faith Deposit subject to retention by Agency or return to Developer as hereinafter provided.

2. If the Good Faith Deposit is made by Letter of Credit, the Letter of Credit shall be in the form attached hereto as Attachment "F" or otherwise in a form acceptable to Agency in its sole discretion. Payment upon the Letter of Credit shall be made upon presentation of a written statement signed by the Executive Director of Agency to the provider of the Letter of Credit demanding payment consistent with the terms of this Agreement. The Letter of Credit shall be renewed or replaced at least thirty (30) days prior to its expiration or Agency shall be authorized to draw down the entire amount.

3. Following the execution of this Agreement by Developer and prior to the execution by Agency, any attempted revocation of Developer's offer to enter into this Agreement or any attempted material modification of the terms hereof without the consent of Agency shall entitle Agency to retain the Good Faith Deposit.

4. Upon termination of this Agreement by Agency as provided in Section 511 hereof, or termination by posting a bond or the issuance of the Certificate of Completion for the Development pursuant to Section 322, the Good Faith Deposit shall be returned to Developer or retained by Agency as a set off against damages to which Agency is entitled under this Agreement.

5. Upon termination of this Agreement by Developer as provided in Section 508 hereof, the Good Faith Deposit shall be returned within 30 days to Developer by Agency as provided therein.

6. If Developer is in default with respect to any material provision of this Agreement, Agency may, except as set forth in Section 512 as below, but shall have no obligation to, use the Good Faith Deposit or any portion of the Good Faith Deposit to cure such default or to compensate Agency for any expense or damage sustained by Agency and resulting from such default. If this Agreement has not been terminated as a result of such default, Developer, on demand from Agency, shall promptly restore such Good Faith Deposit to the full amount required by this Section 109. Prior to Agency's seeking recourse against the Good Faith Deposit, Agency shall provide Developer with 30 day written notice and an opportunity to cure same as provided by Section 501 of this Agreement.

H. **[§110] Representations and Warranties**

1. **[§111] Agency's Representations and Warranties** Agency represents and warrants to Developer that as of the date hereof and the date Developer acquires the Site ("Site Acquisition"):

- a. Agency is duly organized and existing under the laws of the State of Nevada.
- b. Agency has all requisite power and authority to carry out its business as now and whenever conducted and to enter into and perform its obligations under this Agreement.
- c. By proper action of Agency, Agency's signatories have been duly authorized to execute and deliver this Agreement.
- d. To the best of Agency's knowledge, no condemnation, eminent domain or similar proceedings have been instituted or threatened against the Site.
- e. To the best of Agency's knowledge after commercially reasonable inquiry, there is no existing or proposed plan to construct, modify, widen or realign any street or highway adjacent to or within the boundaries of the Site.
- f. To the best of Agency's knowledge after commercially reasonable inquiry, there are no legal actions pending or threatened against the Site or against Agency which would inhibit Agency's ability to perform its obligations under this Agreement.
- g. To the best of Agency's knowledge after commercially reasonable inquiry, there are no actions, suits or proceedings, pending or threatened, before any judicial body or any governmental or quasi-governmental authority, against or affecting the Site.
- h. From the Agreement Date through Site Acquisition, no person other than Agency or Developer has any right to possession to the Site, or any portion thereof.

i. To the best of Agency's knowledge after commercial reasonable inquiry, the Agency has not at any time, disposed of or arranged by contract, agreement or otherwise for the disposal, storage, treatment or transportation of any Hazardous Materials (as hereinafter defined) in, upon, over, under, across or with respect to the Site and the Site is free and clear from any and all Hazardous Materials ("Hazardous Materials" shall mean any hazardous, toxic or contaminated substance, material or waste which is or becomes regulated by any local governmental authority, the State of Nevada or the United States Government including: (a) substances defined as "hazardous substances", "hazardous materials" or "toxic substances" in the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended (42 USC Section 9601, et seq.) and/or the Hazardous Materials Transportation Act (49 USC Section 1801, et seq.), (b) those substances defined as any of the foregoing in the regulations adopted and publications promulgated pursuant to such law; (c) petroleum or any fraction thereof; and (d) asbestos, including asbestos containing construction materials);

j. As of Site Acquisition, it is anticipated that the Site shall be zoned to permit the construction of the Project as contemplated under the Scope of Development and this Agreement, and the subsequent operation thereof, and, to the best of Agency's knowledge after reasonable commercial inquiry, there is no plan, study or effort by the Agency or City which in any way adversely affects or would adversely affect such zoning of the Site or the contemplated use of the Project;

k. To the best of Agency's knowledge after commercially reasonable inquiry, the execution, delivery and performance of this Agreement by Agency will not (i) conflict with or be in contravention of any provision of law, order, rule or regulation applicable to Agency or the Site, or (ii) result in any lien, charge or encumbrance of any nature on the Site other than as permitted by this Agreement.

l. To the extent Agency makes any warranty or representation under this Agreement to its best knowledge after commercially reasonable inquiry, such knowledge shall be that of the Executive Director and the Operations Director and those Agency or City employees reporting to such person and those contractors or agents of Agency supervised by such person.

2. [§112] **Representations and Warranties of Developer** Developer represents and warrants to Agency that as of the date hereof and the date of Site Acquisition:

a. Developer is a Nevada limited partnership duly organized and existing under the laws of the State of Nevada.

b. Developer has all requisite power and authority to carry out its business as now and whenever conducted and to enter into and perform its obligations under this Agreement.

c. By proper action of Developer, Developer's signatories have been duly authorized to execute and deliver this Agreement.

d. To Developer's best knowledge after commercially reasonable inquiry, the execution of this Agreement by Developer does not violate any provision of any other agreement to which Developer is a party.

e. Except as may be specifically set forth in this Agreement and governmental or financing approvals, to Developer's best knowledge after commercially reasonable inquiry, no approvals or consents not heretofore obtained by Developer are necessary in connection with the execution of this Agreement by Developer or with the performance by Developer of its obligations hereunder.

f. Neither Developer nor any of its members is currently a debtor in a case under the Bankruptcy Code (Title 11 U.S.C.), is the subject of an involuntary petition under the Bankruptcy Code, has made an assignment for the benefit of creditors or is insolvent and unable to pay its debts as they become due.

II. [§200] **DISPOSITION OF THE SITE**

A. [§201] **Site Conveyance** In accordance with and subject to all the terms, covenants and conditions of this Agreement, Agency agrees to convey, and Developer agrees to accept for development, the Site for a total purchase price of Ten Dollars (\$10.00) ("**Purchase Price**").

B. [§202] **Conditions of Closing**

1. [§203] **Agency's Condition of Closing** Agency's obligation to proceed with the close of escrow is subject to the fulfillment by Developer or waiver by Agency of each of the conditions precedent described below, which are solely for the benefit of Agency and which shall be fulfilled or waived prior to close of escrow:

a. Developer shall not be in default of any of its obligations under the terms of this Agreement.

b. Developer shall deliver the Purchase Price into escrow.

c. Developer has submitted to Agency and Agency has approved Developer's evidence of financing pursuant to Section 216 of this Agreement.

d. There shall be no litigation pending with respect to this Agreement.

e. The approval of a parcel map which establishes the Site as a legal parcel.

2. [§204] **Developer's Conditions of Closing** Developer's obligation to proceed with the close of escrow is subject to the fulfillment by Agency or waiver by Developer of each of the conditions precedent described below, which are solely for the benefit of Developer and which shall be fulfilled or waived prior to close of escrow:

a. Agency shall not be in default of any of its obligations under the terms of this Agreement.

b. Developer shall have approved the physical condition of the Site pursuant to Section 215 of this Agreement.

c. Developer shall have approved the conditions of title of the Site pursuant to Section 208 of this Agreement.

d. Developer shall have obtained necessary equity capital and commitments for construction financing for the development of the Site (collectively "**Project Financing**") and provide evidence of the Project Financing which is satisfactory to the Agency.

e. There shall be no litigation pending with respect to this Agreement.

f. Developer shall have received final approval from Agency, the City and all other applicable governmental entities of its construction plans and drawings (including, without limitation, approvals required under Section 305 of this Agreement) and shall have received a building permit from the City to construct the Building on the Site.

g. The approval of a parcel map which establishes the Site as a legal parcel.

3. [§204A] **Developer's Feasibility Analysis** On or before Site Acquisition, Developer shall assess the feasibility of the Project. Notwithstanding any provision of this Agreement to the contrary, if at any time prior to Site Acquisition, Developer in Developer's sole and absolute discretion determines acquisition of the Site or development of the Project will be financially unfeasible for Developer, Developer by notice to Agency may terminate the parties' future unaccrued rights and obligations hereunder, except for those rights and obligations which under this Agreement expressly survive termination. Providing Developer is not in default under this Agreement, Agency thereupon shall promptly release the Good Faith Deposit to Developer. Developer shall be deemed to have determined acquisition of the Site and development of the Project is financially feasible to Developer if Developer either: (i) acquires both the Site and all other real property required for the development of the Project; (ii) fails to notify Agency of its decision to terminate this Agreement on or before the date established by Agency and Developer for the close of escrow; or (iii) notifies Agency it has waived its right to terminate the Agreement on the basis of lack of financial feasibility prior to the date established by Agency and Developer for the close of escrow.

4. [§204B] **Good Faith Cooperation Covenant** The parties agree to cooperate in good faith to timely satisfy all conditions of close of escrow.

C. [§205] **Escrow**

1. [§205A] **Agency's and Developer's Obligations** Agency agrees to open an escrow with STEWART TITLE or any other title company approved by Agency and Developer, as escrow agent (the "**Escrow Agent**"), in Las Vegas, Nevada, within the time established in the Schedule of Performance, Attachment "B". This Agreement constitutes the joint escrow instructions of Agency and Developer, and a duplicate original of this Agreement shall be delivered to Escrow Agent upon the opening of escrow. Agency and Developer shall provide such additional escrow instructions as shall be necessary and consistent with this Agreement. Escrow Agent hereby is empowered to act under this Agreement and, upon indicating its acceptance of the provisions of this section in writing, delivered to Agency and to Developer within five (5) days after the opening of the escrow, shall carry out its duties as Escrow Agent hereunder.

a. Developer shall deposit with Escrow Agent the Purchase Price for the Site in accordance with the provisions of Section 210 of this Agreement.

b. Developer shall also pay in escrow to Escrow Agent the following fees, charges and costs promptly after Escrow Agent has notified Developer of the amount of such fees, charges and costs, but not earlier than ten (10) days prior to the scheduled date for the close of escrow: (i) one-half of the escrow fee; and (ii) the portion of the premium for the title insurance policy or special endorsements to be paid by Developer as set forth in Section 211 of this Agreement.

c. Agency shall timely and properly execute, acknowledge and deliver a grant, bargain and sale deed in substantially the form set forth in Attachment "H" (the "**Deed**") conveying to Developer, title to the Site in accordance with the requirements of Section 208 of this Agreement, together with an estoppel certificate certifying that Developer has completed all acts (except deposit of the Purchase Price) necessary to entitle Developer to such conveyance, if such be the fact.

d. Agency shall pay in escrow to Escrow Agent the following fees, charges and costs promptly after Escrow Agent has notified Agency of the amount of such fees, charges and costs, but not earlier than ten (10) days prior to the scheduled date for the close of escrow:

- (i) Costs necessary to place the title to the Site in the condition for conveyance required by the provisions of this Agreement;
- (ii) One-half of the escrow fee;
- (iii) Costs of drawing the Deed;

- (iv) Recording fees;
- (v) Notary fees;
- (vi) The premium for a C.L.T.A. standard title insurance policy to be paid by Agency as set forth in Section 211 of this Agreement;
- (vii) Ad valorem taxes, if any, upon the Site for any time prior to conveyance of title; and
- (viii) Any state, county or city documentary transfer tax.

2. **[§205B] Escrow Agent Duties**

a. Upon delivery of the Deed to Escrow Agent by Agency pursuant to Section 209 of this Agreement, Escrow Agent shall record such Deed pursuant to Section 210 when title can be vested in Developer in accordance with the terms and provisions of this Agreement. Escrow Agent shall buy, affix and cancel any transfer tax required by law and pay any transfer tax required by law. Any insurance policies governing the Site are not to be transferred. Escrow Agent is authorized to:

- (i) Pay and charge Agency and Developer, respectively, for any fees, charges and costs payable under this Section 205 of this Agreement. Before such payments are made, Escrow Agent shall notify Agency and Developer of the fees, charges and costs necessary to clear title and close the escrow
- (ii) Disburse funds and deliver the Deed and other documents to the parties entitled thereto when the conditions of this escrow have been fulfilled by Agency and Developer; and
- (iii) Record any instruments delivered through this escrow, if necessary or proper, to vest title in Developer in accordance with the terms and provisions of this Agreement.

b. All funds received in this escrow shall be deposited by Escrow Agent in an interest-bearing account in any state or national bank doing business in the State of Nevada. All disbursements shall be made by check of Escrow Agent. All adjustments shall be made on the basis of a 30-day month.

c. If this escrow is not in condition to close before the time for conveyance established in Section 206, either party who then shall have fully performed the acts to be performed before the conveyance of title by notice to Escrow Agent and the other party may terminate the parties' future unaccrued rights and obligations hereunder, except for those rights and obligations which under this Agreement expressly survive termination and demand the return of its money, papers or

documents. If neither Agency nor Developer shall have fully performed the acts to be performed before the time for conveyance established in Section 206, no termination or demand for return shall be recognized until ten (10) days after Escrow Agent shall have mailed copies of such demand to the other party or parties at the address of its or their principal place or places of business. If any objections to the termination or demand for return are raised in a writing delivered to Escrow Agent and the other parties within the ten-(10) day period, Escrow Agent is authorized to hold all money, papers and documents with respect to the Site until instructed in a writing signed by both Agency and Developer or by an order of a court of competent jurisdiction.

d. If no demands for termination are made, the escrow shall be closed as set forth in this Section 205 of this Agreement. Nothing in this section shall be construed to impair or affect the rights or obligations of the parties to this Agreement to specific performance, if any.

e. Any amendment to these escrow instructions shall be in writing and signed by both Agency and Developer. At the time of any amendment, Escrow Agent shall agree to carry out its duties as Escrow Agent under such amendment.

f. All communications from Escrow Agent to Agency or Developer shall be directed to the addresses and in the manner established in Section 601 of this Agreement for notices, demands and communications between Agency and Developer.

g. The liability of Escrow Agent under this Agreement is limited to performance of the obligations imposed upon it under Sections 201 to 212, inclusive, of this Agreement.

h. Neither Agency nor Developer shall be liable for any real estate commissions or brokerage fees which may arise herefrom. Agency and Developer each represent that neither has engaged any broker, agent or finder in connection with this transaction.

D. [§206] **Conveyance of Title and Delivery of Possession** Provided that Developer is not in default under this Agreement and all conditions precedent to such conveyance have occurred and any mutually agreed upon extensions of time, conveyance to Developer of title to the Site shall be completed on or prior to the date specified in the Schedule of Performance. Agency and Developer agree to perform all acts necessary to conveyance of title in sufficient time for title to be conveyed in accordance with the foregoing provisions. Possession shall be delivered to Developer concurrently with the conveyance of title, except that limited access may be permitted before conveyance of title as permitted in Section 213 of this Agreement.

E. [§207] **Form of Deed** Agency shall convey to Developer title to the Site in the condition provided in Section 208 of this Agreement by the execution and delivery of the Deed.

F. [§208] **Condition of Title** Agency shall convey to Developer fee simple merchantable title to the Site free and clear of all recorded liens, encumbrances, assessments, easements, leases and taxes, except those which are set forth in this Agreement and included in the Deed and those which are otherwise consistent with this Agreement and which are acceptable to Developer; provided, however, that no covenants, conditions, restrictions or equitable servitudes shall prohibit or limit the Development permitted by the Scope of Development, Attachment "C".

G. [§209] **Time and Place of Delivery of Deed** Subject to any mutually agreed upon extensions of time, Agency shall deposit the Deed with Escrow Agent on or before the date established for the conveyance of the Site in the Schedule of Performance.

H. [§210] **Payment of the Purchase Price and Recordation of Documents**

1. [§210A] **Payment of Purchase Price** Developer shall deposit the Purchase Price for the Site required hereunder with Escrow Agent prior to the date for conveyance thereof, provided that Escrow Agent shall have notified Developer in writing that the Deed, properly executed and acknowledged by Agency, has been delivered to Escrow Agent and that title is in condition to be conveyed in conformity with the provisions of Section 208 of this Agreement.

2. [§210B] **Recordation of Documents** Upon the close of escrow, Escrow Agent shall file the Deed for recordation among the land records in the Office of the County Recorder of Clark County, Nevada, which Deed shall be recorded simultaneously with the deeds of trust or other security instruments (each a "Project Encumbrance") securing acquisition, development, construction, bridge, permanent or other real estate secured financing for the Project (each a "Project Loan").

3. [210D] **Deliveries to Parties** Escrow Agent shall deliver the Purchase Price and other required sums to Agency and shall deliver to Developer a title insurance policy insuring title in conformity with Section 211 of this Agreement.

I. [§211] **Title Insurance** Concurrently with recordation of the Deed, STEWART TITLE INSURANCE COMPANY or such other title insurance company satisfactory to Agency and Developer having equal or greater financial capability (the "Title Company"), shall provide and deliver to Developer a CLTA title insurance policy, in a form acceptable to Developer, issued by the Title Company insuring that the title is vested in Developer in the condition required by Section 208 of this Agreement. The Title Company shall provide Agency with a copy of the title insurance policy and the title insurance policy shall be in an amount determined by Developer, but in no event less than the fair market value of the Site taking into account all restrictions on the use or enjoyment of the Site imposed under this Agreement, any Project Loan or any LIHTC Financing (as such term is hereinafter defined). Agency shall pay only for that portion of the title insurance premium attributable to a CLTA standard form policy of title insurance in the amount of the Purchase Price of the Site. Developer shall pay for all other premiums for title insurance coverage or special endorsements. Concurrently with the recording

of the Deed conveying title to the Site, the Title Company shall, if requested by Developer, provide Developer with an endorsement to insure Developer's estimated development costs of the Project to be constructed upon the Site.

J. [§212] **Taxes and Assessments** Ad valorem taxes and assessments, if any, on the Site, and taxes upon this Agreement or any rights hereunder, levied, assessed or imposed for any period commencing prior to conveyance of title shall be borne by Agency. All ad valorem taxes and assessments levied or imposed on the Site for any period commencing after Site Acquisition shall be paid by Developer.

K. [§213] **Preliminary Work by Developer** Prior to the conveyance of title from Agency, representatives of Developer shall have the right of access to the Site upon reasonable notice to Agency or its designee. In addition, representatives of Developer shall have the right of access to the Site at all reasonable times for the purpose of obtaining data and making surveys and tests necessary to carry out this Agreement. Developer shall have access to all data and information on the Site available to Agency.

L. [§214] **Conveyance Free of Possession** Except as otherwise provided in the Scope of Development, the Site shall be conveyed free of any possession or right of possession by any person except that of Developer and the easements of record.

M. [§215] **Condition of Site** Except as otherwise provided in this Agreement, as to all portions of the Site, the Site and any portion thereof shall be conveyed in an "as is" condition, with no warranty, express or implied by Agency as to the condition of the soil, its geology, or the presence of known or unknown faults, but excluding the presence of Hazardous Materials. It shall be the sole responsibility of Developer, at Developer's expense, to investigate and determine the soil conditions of the Site and the suitability of the Site for the Development to be constructed by Developer. If the soil conditions of the Site, or any part thereof, are not in all respects entirely suitable for the use or uses to which the Site will be put and Developer has elected to proceed with the close of escrow, then thereafter it is the sole responsibility and obligation of Developer to take such action as may be necessary to place the Site and the soil conditions thereof in all respects in a condition entirely suitable for the development of the Site. Notwithstanding the foregoing, it shall be the sole responsibility and obligation of Agency to remove or remediate at Agency's expense any and all Hazardous Materials which existed on the Site prior to Site Acquisition. All such remediation obligations shall survive Site Acquisition or the termination of this Agreement.

N. [§216] **Financing for Development of the Site** Within the time set forth in the Schedule of Performance, Attachment "B", Developer shall submit to Agency evidence of one or more conditional commitments for Project Loans or LIHTC Financing to finance the Development. Providing the commitments evidence a commercially reasonable probability that sufficient funds will be available from institutional financiers or other sources satisfactory to Agency to construct the Project in accordance with the Scope of Development and the Plans and Drawings (as hereinafter described), Agency shall approve the commitments by notice to Developer within the time set forth for Agency's approval in the Schedule of Performance.

Agency approved commitments are collectively referred to as the "**Commitment**" in this Agreement. As of the Agreement Date, the Commitment is anticipated to include financing in the form of a: (i) the NHD Loan or other construction, take out or permanent financing to be secured by senior real and personal property security interests in the Project (the "**Senior Loan**"); (ii) LIHTC Financing; and (iii) the subordinated loans as described in Section 216.

1. **Senior Loan** Prior to the conveyance of the Site, Developer shall exercise commercially reasonable efforts to obtain a Commitment for a Senior Loan of not less than \$2,500,000.

a. As of the date of this Agreement, it is anticipated the Senior Loan will be funded by tax exempt private activity revenue bonds issued by the NEVADA HOUSING DIVISION ("NHD"). From and after any NHD allocation of bond capacity to the Development, Developer shall exercise commercially reasonable efforts to assure the issuance of the bonds and the funding of the Senior Loan from the bond proceeds concurrently with or within a reasonable period after Site Acquisition. Agency and Developer acknowledge: (i) under current law, the STATE OF NEVADA will not issue the bonds unless such bonds are rated "investment grade"; (ii) the proceeds of such bonds would be made available in the form of the a real estate secured loan from NHD to Developer (the "**NHD Loan**"); (iii) for such bonds to be rated "investment grade," the NHD Loan must be secured by, among other things, a first deed of trust lien against the Site and the Development and supported by one or more credit enhancement facilities (the "**Credit Enhancement**").

b. Developer and Agency acknowledge the Development will not be financially feasible to Developer if, with respect to the Senior Loan: (i) the payment term is less than [20] years or [240] months; (ii) the aggregate costs of the Senior Loan including interest, fees, costs and Credit Enhancement charges (the "**All-in Senior Loan Cost**") exceeds a [9.25] percent per annum return on the principal amount of the Senior Loan; (c) the payment required at the commencement of the Senior Loan is not greater than two percent (2%) of the initial principal balance of the Senior Loan; and (d) after the commencement payment, if any, periodic payments of principal and All-in Senior Loan Cost do not exceed an [8.5] percent per annum return on the principal amount of the Senior Loan.

2. **LIHTC Financing** The Developer intends the Development will qualify for at least \$425,000 in low income housing tax credits pursuant to section 42 of the Internal Revenue Code of 1986, as amended (each a "**LIHTC**").

3. **Subordinated Loans** Agency acknowledges the Project may be financially unfeasible unless Developer is able obtain Project Financing subordinate to the Senior Loan in the aggregate sum of \$2,500,000 (each a "**Subordinate Loan**") prior to the conveyance of the Site. As of the date of this Agreement, the City has offered to extend a Subordinated Loan of \$1,650,000 to Developer (the "**City Loan**") pursuant to the Agreement to Loan Redevelopment

Set Aside Housing and Home Funds between the Developer and the City ("City Loan Agreement"), to be executed concurrently with this Agreement, which documents, specifically the City Notes and City Deed of Trust, if accepted by Developer shall constitute a Commitment. Prior to Site Acquisition, Developer shall exercise commercially reasonable efforts to obtain Commitments from other qualified lenders for additional Subordinated Loans.

L. [§217] **Employment Plan** In accordance with Agency's employment plan policy for Developer, Developer shall on or before Site Acquisition: (i) provide Agency with a list and amount of all construction subcontracts expected to be let for construction of the Project; (ii) contact the City of Las Vegas to identify the vendors in its minority vendors directory; and (iii) notify such vendors of all construction subcontracts to be let for the Project (a copy of such notice shall be submitted to the Agency). As required by NRS 279.572(2), the Developer has submitted an Employment Plan to Agency which is attached to this Agreement as Attachment "I".

III. [§300] **DEVELOPMENT OF THE SITE**

A. [§301] **Development of the Site by Developer**

1. [§302] **Scope of Development** The Site shall be developed as provided in the Scope of Development in Attachment "C", the Basic Concept Drawings and the Construction Plans, Drawings and Related Documents as set forth in Sections 303 and 304.

2. [§303] **Basic Concept Drawings** Within the time set forth in the Schedule of Performance (Attachment B), Developer shall exercise commercially reasonable efforts to prepare and submit to Agency for review and written approval Basic Concept Drawings and related documents containing the overall plan for development of the Site. Agency's approval of the Basic Concept Drawings shall be by the Executive Director or his/her designee. The Basic Concept Drawings shall conform to this Agreement, including the Scope of Development (Attachment C). The Basic Concept Drawings shall include a site plan, elevations and an architect's rendering. Agency shall approve or disapprove the Basic Concept Drawings within the time established in the Schedule of Performance. Failure by Agency to either approve or disapprove within such time shall be deemed an approval. Any approval shall state in writing the reasons for disapproval. The Site shall be developed as generally established in the Basic Concept Drawings and related documents except as changes may be mutually agreed upon between the Developer and Agency. Any such changes shall be within the limitations of the Scope of Development (Attachment C).

3. [§304] **Submission of Plans and Drawings** Developer shall exercise commercially reasonable efforts to prepare and submit construction plans, drawings and related documents pertaining to the Development on the Site to Agency for architectural and site planning review and written approval as and at the times established in the Schedule of Performance (Attachment No. B). Agency's approval of the Plans and Drawings shall be by the

Executive Director or his/her designee. The construction plans, drawings and related documents shall be submitted in two (2) stages: design development and final construction documents.

a. Design development documents shall illustrate and describe the refinement of the design of the Development, establishing the scope, relationships, forms, size and appearance of the Development by means of plans, sections and elevations, typical construction details, and equipment layouts. The design development documents shall include specifications that identify major materials and systems and establish in general their quality levels. Design development documents shall include samples of all exterior materials.

b. Final construction documents are hereby defined as those in sufficient detail to obtain a building permit.

c. Agency approvals shall not be unreasonably withheld, conditioned or delayed. During the preparation of all drawings and plans, Agency staff and Developer shall hold regular progress meetings to coordinate the preparation of, submission to and review of construction plans and related documents by Agency. Agency and Developer shall communicate and consult informally as frequently as is necessary to insure that the formal submittal of any documents to Agency can receive prompt and speedy consideration.

d. If any revisions or corrections of plans approved by Agency shall be required by any government official, agency, department or bureau having jurisdiction, or any lending institution involved in financing, Developer and Agency shall cooperate in efforts to comply with or obtain a waiver of such requirements or to develop a mutually acceptable alternative.

4. **[§305] Approval of Plans, Drawings and Related Documents** Subject to the terms of this Agreement, Agency shall have the right of architectural and site planning review of all plans and drawings submitted pursuant to Section 304, including any changes therein, pertaining to the Development.

a. Agency agrees that Developer may submit plans and submissions for architectural and site planning review only to Agency, and Agency shall obtain any architectural and site planning review required by any agency, department, board or commission of the City within the times required hereunder for review of such plans and submissions and changes therein by Agency provided, however, that nothing herein shall relieve Developer of any obligation to submit plans and submissions for special development permits or building permits to City departments or other public agencies.

b. Agency shall approve or disapprove the plans, drawings and related documents referred to in Section 304 of this Agreement within the times established in the Schedule of Performance (Attachment B). Failure by Agency to either

approve or disapprove within the times established in the Schedule of Performance shall be deemed an approval. Any disapproval shall state in writing the reasons for disapproval and the changes that Agency requests be made. Such reasons and such changes must be consistent with the Scope of Development (Attachment C) and any items previously approved or deemed approved hereunder by Agency. Approvals shall not be unreasonably withheld, conditioned or delayed.

c. Upon receipt of a disapproval based upon powers reserved hereunder, Developer shall revise such plans, drawings and related documents and resubmit them to Agency as soon as possible after receipt of the notice of disapproval provided that in no case shall Agency be entitled to require changes inconsistent with the Scope of Development and any previously approved items.

d. If Developer desires to make any substantial change in the construction plans for the Development after their approval by Agency, Developer shall submit the proposed change to Agency for its review and approval. If the construction plans, as modified by the proposed change, conform to the requirements of Section 304 of this Agreement, the approvals previously granted under this Section 305 and the Scope of Development (Attachment C), Agency shall approve the proposed change and notify the requesting party in writing within ten (10) days after submission. Any such changes in the construction plans shall, in any event, be deemed approved unless rejected, in whole or in part, by written notice thereof setting forth in detail the reasons therefor, and such rejection shall be made within said ten (10) day period. Agency and Developer shall each provide the other with copies of any requests to the architect for interpretation of construction plans or drawings.

5. **[§306] Construction Schedule** After Site Acquisition, Developer shall promptly begin and thereafter diligently prosecute to completion the construction of the Development. Developer shall begin and complete all construction and development within the times specified in the Schedule of Performance (Attachment B) or such reasonable extension of said dates as may be granted by Agency or as provided in Section 606 of this Agreement. During the period of construction, but not more frequently than once a month, Developer shall submit to Agency a written progress report of the construction.

6. **[§307] Bodily Injury, Property Damage and Workers' Compensation Insurance** Prior to the commencement of construction of the Development or any portion thereof, Developer shall furnish or cause to be furnished to Agency duplicate originals or appropriate certificates of bodily injury and property damage insurance policies in the amount of at least ONE MILLION DOLLARS (\$1,000,000) for any person, FIVE MILLION DOLLARS (\$5,000,000) for any occurrence and FIVE HUNDRED THOUSAND DOLLARS (\$500,000) property damage, naming Agency and the City as additional or coinsureds. Developer shall also furnish or cause to be furnished to Agency evidence satisfactory to Agency that any contractor with whom it has contracted for the performance of work on the Development carries workers' compensation insurance as required by law.

7. [§308] **City, Agency, and Other Governmental Permits** Before commencement of construction or development of any buildings, structures or other work of improvement upon the Site, Developer shall, at its own expense, secure or cause to be secured any and all permits which may be required by the City of Las Vegas or any other governmental agency affected by such construction, development or work. Agency shall provide all assistance deemed appropriate by Agency to Developer in securing these permits.

8. [§309] **Rights of Access** For the purposes of assuring compliance with this Agreement, representatives of Agency and the City shall have the right of reasonable access to the Site without charges or fees and at normal construction hours during the period of construction for the purposes of this Agreement, including, but not limited to, the inspection of the work being performed in constructing the improvements. Such representatives of Agency or the City shall be those who are so identified in writing by the Executive Director of Agency.

9. [§310] **Compliance with Other Local, State and Federal Laws** Developer shall carry out the construction of the improvements in conformity with all applicable laws, including all applicable federal, state and local standards, specifically NRS 279.500.

a. Developer shall ascertain the general prevailing rate of per diem wages in the locality in which the improvements are to be constructed for each craft or type of workman needed to construct the improvement and shall so specify such information in the bid specification. To the extent required by law, Developer agrees not to pay less than the specified prevailing rate of wages to the contractor and its employees selected to construct the improvements.

b. Developer shall require that the selected contractor keep accurate records showing the name, occupation and actual per diem wages paid to each employee used in connection with construction of the improvement. Such records shall be open to inspection and reproduction by Agency during normal business hours.

10. [§311] **Anti-discrimination During Construction** Developer, for itself and its successors and assigns, agrees that in the construction of the Development provided for in this Agreement, Developer will not discriminate for or against any employee or applicant for employment because of race, color, creed, religion, sex, age, ancestry, or national origin.

B. [§312] **Agency Approval of Operating Covenants and Reciprocal Easement Agreements** Upon written request, delivered by Agency to Developer, Agency reserves the right of approval, which shall not be unreasonably withheld, of operating covenants and reciprocal easement agreements that Developer may enter into during construction of the Development. Such operating covenants and reciprocal easement agreements shall be deemed approved by Agency unless rejected, in whole or in part, by written notice thereof by Agency to Developer setting forth in detail the reasons therefor, within fifteen (15) calendar days after the submission to Agency.

C. **[§313] Taxes, Assessments, Encumbrances and Liens** Prior to the issuance of a Certificate of Completion, Developer shall not place or allow to be placed on the Site any mortgage, trust deed, encumbrance, or lien not permitted by this Agreement. Developer shall remove or have removed any levy or attachment made on the Site (or any portion thereof), or shall assure the satisfaction thereof, within a reasonable time. Nothing herein contained shall be deemed to prohibit Developer from contesting the validity or amounts of any tax, assessment, encumbrance or lien, or to limit the remedies available to Developer in respect thereto, as long as such contest does not impair the title to the Site.

D. **[§314] Prohibition Against Transfer of Site, the Buildings or Structures Thereon, and Assignment of Agreement** After Site Acquisition, Developer shall not, except as expressly permitted by this Agreement, sell, transfer, convey or assign the whole or any part of the Site or the buildings or improvements thereon without the prior written approval of Agency. This prohibition shall not apply subsequent to the issuance of the Certificate of Completion with respect to the Site. This prohibition shall not be deemed to prevent the granting of easements or permits to facilitate the development of the Site. In the absence of specific written agreement by Agency, no such transfer, assignment or approval by Agency shall be deemed to relieve Developer or any other party from any obligations under this Agreement until completion of Development as evidenced by the issuance of a Certificate of Completion therefor.

E. **[§315] Security Financing; Rights of Holders**

1. **[§316] No Encumbrances Except Mortgages, Deeds of Trust, Sales and Lease-Backs, or Other Financing for Development** Notwithstanding Sections 314 and 315 of this Agreement, mortgages, deeds of trust, sales and leases-back or any other form of conveyance required for any reasonable method of financing are permitted before issuance of a Certificate of Completion but only for the purpose of securing loans of funds to be used for construction of improvements on the Site or any other expenditures necessary and appropriate to develop the Site under this Agreement. Developer shall notify Agency in advance of any mortgage, deed of trust, sale and lease-back or other form of conveyance for financing if Developer proposes to enter into the same before issuance of a Certificate of Completion. Developer shall not enter into any such conveyance for financing without the prior written approval of Agency, which approval Agency agrees to give if any such conveyance is given to a responsible financial or lending institution or other reasonable acceptable person or entity. Such lender shall be deemed approved unless rejected in writing by Agency within ten (10) days after notice thereof to Agency by Developer. In any event, Developer shall promptly notify Agency of any conveyance, encumbrance or lien that has been created or attached thereto prior to completion of the construction of the improvements on the Site whether by voluntary act of Developer or otherwise. The words "mortgage" and "deed of trust," as used herein, include all other appropriate modes of financing real estate acquisition, construction and land development.

2. **[§317] Holder Not Obligated to Construct Improvements** The holder of any mortgage, deed of trust or other security interest authorized by this Agreement may have the right, but shall in no way be obligated by the provisions of this Agreement to construct or complete the improvements or to guarantee such construction or completion. Nothing in this

Agreement shall be deemed to construe, permit or authorize any such holder to devote the Site to any uses or to construct any improvements thereon other than those uses or improvements provided for or authorized by this Agreement.

3. **[§318] Notice of Default to Mortgage, Deed of Trust or Other Security Interest Holders; Right to Cure** Whenever Agency shall deliver any notice or demand to Developer with respect to any breach or default, Agency shall at the same time deliver a copy of such notice or demand to each holder of record of any Project Encumbrance or to any other person who has previously made a written request to Agency therefor (which person is also referred to in this paragraph as a "holder"). Each such holder shall (insofar as the rights of Agency are concerned) have the right, at its option, within ninety (90) days after the receipt of the notice, to cure or remedy or commence to cure or remedy any such default and to add the cost thereof to the security interest debt and the lien on its security interest. In the event there is more than one such holder, the right to cure or shall be exercised by the holder first in priority or as the holders may otherwise agree among themselves. Nothing contained in this Agreement shall be deemed to permit or authorize such holder or its nominees or assignees as permitted by this Agreement or approved by Agency to undertake or continue the construction or approved by Agency to undertake or continue the construction or completion of the improvements (beyond the extent already made) without first having expressly assumed Developer's obligations by Agency by written agreement satisfactory to Agency. The holder or its nominees or assignees as permitted by this Agreement or approved by Agency in that event must agree to complete, in the manner provided in this Agreement, the improvements to which the lien or title of such holder relates and submits evidence satisfactory to Agency that it has the qualifications and financial responsibility necessary to perform such obligations. Any such holder properly completing such improvements shall be entitled, upon written request made to Agency, to a Certificate of Completion from Agency.

4. **[§319] Failure of Holder to Complete Improvements** In negotiating the terms and conditions of any Project Loan secured by a Project Encumbrance, Developer shall exercise commercially reasonable efforts to obtain an agreement from the provider of such Project Financing that, in any case where, ninety days (90 days) after receipt of said notice of default by Developer in completion of construction of improvements under this Agreement, the holder of any Project Encumbrance has not exercised the option to construct, or if it has exercised the option and has not proceeded diligently with construction, Agency may purchase the mortgage, deed of trust or other security interest by payment to the holder of the amount of the unpaid debt, plus any accrued and unpaid interest. If the ownership of the Site has vested in the holder of the Project Encumbrance, Agency, if it so desires, shall be entitled to a conveyance of the Site from the holder to Agency upon payment to the holder of an amount equal to the sum of the following: (i) the unpaid mortgage, deed of trust or other security interest debt at the time title became vested in the holder (less all appropriate credits, including those resulting from collection and application of rentals and other income received during foreclosure proceedings); (ii) all expenses with respect to foreclosure; (iii) the net expenses, if any (exclusive of general overhead), incurred by the holder as a direct result of the subsequent management of the Site; (iv) the costs of any authorized improvements made by such holder; and (v) an amount equivalent to the interest that would have accrued on the aggregate of such amounts had all such

amounts become part of the mortgage or deed of trust debt and such debt had continued in existence to the date of payment by Agency.

5. **§320] Right of Agency to Cure Mortgage, Deed of Trust or Other Security Interest Default** Providing the holder of a Project Encumbrance has so agreed, in the event of a default or breach by Developer of a Project Encumbrance prior to the completion of the Development, and the holder has not exercised its option to complete the Development, Agency may cure the default prior to completion of any foreclosure within ninety (90) days of the holder's notification that it will not complete the Development. In such event, Agency shall be entitled to reimbursement from Developer of all costs and expenses incurred by Agency in curing the default. Agency shall also be entitled to a lien upon the Site to the extent of such costs and disbursements. Any such lien shall be subject to mortgages, deeds of trust or other security interests executed for the sole purpose of obtaining funds to acquire or develop the Site as authorized herein.

F. **§321] Right of Agency to Satisfy Other Liens on The Site After Title Passes** After the conveyance of the Site and prior to the issuance of a Temporary Certificate of Occupancy for construction and development, and after Developer has had a reasonable time to challenge, cure or satisfy any liens or encumbrances on the Site, Agency shall have the right to satisfy any such liens or encumbrances, provided, however, that nothing in this Agreement shall require Developer to pay or make provision for the payment of any tax, assessment, lien or charge so long as Developer in good faith shall contest the validity or amount thereof, and so long as such delay in payment shall not subject the Site to forfeiture or sale.

G. **§322] Certificate of Completion**

1. A Certificate of Completion shall be issued promptly after receipt of a request therefore after completion of all construction. The Certificate of Completion for the Development shall be in the form attached hereto as Attachment "E" and shall also include an agreement in the form of Attachment "G" both of which shall be recorded in the Office of the County Recorder of Clark County. A Certificate of Completion for less than the entire improvement of the Development shall not be recorded.

2. The Certificate of Completion for the Development shall be, and shall so state therein that it is, a conclusive determination of the satisfactory completion of the construction required by this Agreement upon the Site or such portion thereof and of full compliance with the terms hereof. After issuance of the Certificate of Completion for the Development, any party then owning or thereafter purchasing, leasing or otherwise acquiring any interest in the Site or such portion thereof covered by said Certificate of Completion shall not (because of such ownership, purchase lease or acquisition) incur any obligation or liability under this Agreement, except that such party shall be bound by any covenants contained in the Agreement appended hereto as Attachment "G". Except as otherwise provided herein, after the issuance of the Certificate of Completion for the Development or such portion thereof, neither Agency, the City nor any other person shall have any rights, remedies or controls with respect to the Site or such portion thereof that it would otherwise have or be entitled to exercise under this Agreement as a

result of a default in or breach of any provision of this Agreement, and the respective rights and obligations of the parties with reference to the Site or such portion thereof shall be as set forth in Sections 401 to 404, inclusive, of this Agreement.

3. Agency shall not unreasonably withhold the Certificate of Completion. If Agency refuses or fails to furnish the Certificate of Completion for the Development after written request from Developer, Agency shall, within ten (10) days of such written request, provide Developer with a written statement of the reasons Agency refused or failed to furnish the Certificate of Completion. The statement shall also contain Agency's opinion of the action Developer must take to obtain a Certificate of Completion. If Agency shall have failed to provide such written statement within said 10-day period, Developer shall be deemed entitled to the Certificate of Completion.

4. The Certificate of Completion for the Development shall not constitute evidence of compliance with or satisfaction of any obligation of Developer to any holder of a mortgage or any insurer of a mortgage securing money loaned to finance the improvements or any part thereof.

IV. [§400] **USE OF THE SITE**

A. [§401] **Uses** Developer covenants and agrees for itself, its successors, assigns and every successor in interest that during construction and thereafter, the Site shall be devoted only to the ownership, operation, maintenance and financing of a residential and commercial building and those other uses specified in this Agreement, and the Redevelopment Plan, for the periods of time specified in Section 404. The foregoing covenants shall run with the land.

B. [§402] **Maintenance** Developer hereby covenants and agrees for itself, its successors, assigns and every successor in interest to maintain the improvements on the Site and keep the Site free from any accumulation of debris or waste materials and to maintain the landscaping required to be planted in accordance with the Plans and Drawings in a healthy condition. If at any time Developer, or its successors in interest, shall fail to keep the Site free of debris or waste materials or to maintain said landscaping in a healthy condition, and said condition is not corrected within ten (10) days after written notice from Agency, either Agency or the City may perform the necessary cleanup or landscape maintenance, and Developer, or its successors in interest, shall pay such costs as are reasonably incurred for such cleanup or landscape maintenance. Subject to the rights of the Senior Loan holders or the LIHTC Investor, the foregoing covenants shall run with the land.

C. [§403] **Obligation to Refrain from Discrimination** Developer covenants by and for itself, its successors, assigns and every successor in interest to the Site or any part thereof, that there shall be no discrimination against or any part thereof, that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, age, ancestry or national origin in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Site, nor shall Developer itself or any person claiming

under or through it establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the Site. The foregoing covenants shall run with the land.

D. [§404] **Effect and Duration of Covenants** Except as otherwise provided, the covenants contained in this Agreement shall remain in effect until March 5, 2031 or, if earlier, the termination date of the Redevelopment Plan. The covenants against discrimination shall remain in effect in perpetuity. The covenants established in this Agreement shall, without regard to technical classification and designation, be binding for the benefit and in favor of Agency, its successors and assigns, the City and any successor in interest to the Site or any part thereof.

E. [§404A] **Beneficiary of Covenants** Agency is deemed the beneficiary of the terms and provisions of this Agreement and of the covenants running with the land for and in its own rights and for the purposes of protecting the interests of the community and other parties, public or private, in whose favor and for whose benefit this Agreement and the covenants running with the land have been provided. This Agreement and the covenants shall run in favor of Agency without regard to whether Agency has been, remains or is an owner of any land or interest therein in the Site, any parcel or subparcel, or in the Redevelopment Area. Agency shall have the right, if this Agreement or the covenants are breached, to exercise all rights and remedies and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breaches to which it or any other beneficiaries of this Agreement and the covenants may be entitled.

F. [§405] **Rights of Access – Public Improvements and Facilities** Agency, for itself and for the City and other public agencies, at their sole risk and expense, reserves the right to enter the Site or any part thereof at all reasonable times and with as little interference as possible for the purposes of construction, reconstruction, maintenance, repair or service of any public improvements or public facilities located on the Site. Any damage or injury to the Site or Project resulting from such entry shall be promptly repaired at the sole expense of the public agency responsible for the entry.

V. [§500] **DEFAULTS, REMEDIES AND TERMINATION**

A. [§501] **Event of Default by Developer** The occurrence of any of the following events (each a "Developer Event of Default") shall constitute a breach in the performance of the obligations imposed upon Developer and shall entitle Agency to the remedies, and only the remedies hereinafter set forth, if, after receiving thirty (30) calendar days written notice of default from Agency, Developer has failed to cure, or to commence a cure and diligently pursue it to completion. If during the existence of this Agreement, but subject to Section 604, Developer:

- (i) Transfers or assigns, or attempts to transfer or assign the rights, benefits or duties under this Agreement, or in the Site or any improvements thereon, contrary to the provisions of Section 107;
- (ii) Fails to deposit or maintain the amount of the Good Faith Deposit as required pursuant to the provisions of Section 109;
- (iii) Fails to proceed with, abandons or substantially suspends the construction of the Project as required by this Agreement;
- (iv) Fails to meet the deadlines set forth in Attachment "B" or proceed in a timely manner with the Development; or
- (v) Fails to perform any other material obligation imposed under the provisions of this Agreement.

B. **[§502] Events of Default by Agency** If during the existence of this Agreement, but subject to Section 604, Agency fails to perform any material obligation imposed under the provisions of this Agreement, then, the occurrence of any of the foregoing events (an "**Agency Event of Default**") shall constitute a breach in the performance of the obligations imposed upon Agency and shall entitle Developer to the remedies, and only the remedies, hereinafter set forth, if, after receiving thirty (30) calendar days written notice from Developer, Agency has failed to cure, or to commence a cure and diligently pursue it to the completion.

1. **[§503] Institution of Legal Actions** Any legal action to enforce the rights and remedies provided herein must be instituted in the District Court of the County of Clark, State of Nevada, or, alternatively, in the Federal District Court in the State of Nevada, if jurisdiction therein is appropriate.

2. **[§504] Applicable Law** The laws of the State of Nevada shall govern the interpretation and enforcement of this Agreement.

3. **[§505] Service of Process** In the event that any legal action is commenced by Developer against Agency, service of process on Agency shall be made by personal service upon the Secretary of Agency or in such other manner as may be provided by law.

C. **[§506] Remedies of the Parties**

1. **[§507] Mutual Remedy of Specific Performance** Upon occurrence of an Event of Default by either Developer or Agency during the existence of this Agreement, the non-defaulting party, at its option, may institute an action for specific performance of the terms and obligations (including the payment of any monetary obligation) of this Agreement.

2. **[§508] Remedy of Developer-Termination** Upon the occurrence of an Agency Event of Default, Developer shall have the right during the existence of this Agreement

to terminate, and this Agreement shall so terminate, ten (10) calendar days after written notice of termination is received by Agency. Upon such termination, the Good Faith Deposit shall be returned to Developer, and the parties hereto shall have no further recourse against, or liability to, each other.

3. **[§509] Remedies of Agency**

a. **[§510] In General**

(1) **[§511] Termination** During the existence of this Agreement and upon the occurrence of a Developer Event of Default, Agency shall have the right to terminate, and this Agreement shall so terminate, the date that the written notice of termination is received by Developer or such other date as may be specified in the written notice.

(2) **[§512] Liquidated Damages** In the event of termination under Section 511, the Good Faith Deposit may be retained by Agency as liquidated damages and as its property without any deduction, offset or recoupment whatsoever. If Developer should default upon its obligations making it necessary for Agency to terminate this Agreement and to procure another party or parties to redevelop the Site in substantially the manner and within the period that such Site would be redeveloped under the terms of this Agreement, then the damages suffered by Agency by reason thereof would be uncertain. Such damages would involve such variable factors as postponement of tax revenues therefrom to the community and the failure of Agency to effect its purposes and objectives within a reasonable time, resulting in additional immeasurable damage and loss to Agency and the community. It is impracticable and extremely difficult to fix the amount of such damages to Agency, but the parties are of the opinion, upon the basis of all information available to them, that such damages would approximately equal the amount of the Good Faith Deposit held by Agency at the time of the default of Developer, and the amount of such deposit shall be retained to Agency upon any such occurrence as the total of all damages for any and all such defaults and not as a penalty. In the event that this paragraph should be held to be void for any reason, Agency shall be entitled to the full extent of damages otherwise provided by law.

b. **[§514] Option to Repurchase, Reenter or Repossess** Except as otherwise prohibited under the terms of any Project Loan or LIHTC Financing, Agency shall have the additional right at its option to repurchase, reenter and take possession of the Site with all improvements thereon if, after conveyance of title to the Site and prior to the issuance of the Certificate of Completion therefor, but subject to Section 604, Developer shall: (i) fail to commence construction of the Development by the date set forth in the Schedule of Performance, Attachment "B", for a period of ninety (90) days, and Developer has received a written notice of

default from Agency pursuant to Section 501 and Developer fails to cure the default; (ii) abandon or substantially suspend construction of the Building for a period of ninety (90) days after written notice of such abandonment or suspension from Agency; or (iii) transfer or suffer any involuntary transfer of the Site or any part thereof in violation of this Agreement. Such right to repurchase, reenter and repossess, to the extent provided in this Agreement, shall be subordinate and in subjection to and be limited by and shall not defeat, render invalid or limit: (i) Project Loan or Project Encumbrance permitted by this Agreement; (ii) any rights or interests provided in this Agreement for the protection of the holder of such Project Loans or Project Encumbrances.

(1) The right to repurchase, reenter and take possession shall be exercised, if at all, only by giving written notice of exercise no later than the times set forth herein.

(2) The term of this right shall commence on the ninety-first (91st) day following the date of the written notice of failure to proceed with or abandonment of construction, as set forth above (the "Repurchase Effective Date"), unless Developer commences or resumes construction as required by this Agreement and proceeds diligently and continuously with such construction to completion, within the ninety (90) day cure period, and the term of this right shall expire six (6) months after the Effective Date. Agency may rescind its election to exercise its right to purchase, reenter and take possession of Site by written notice to Developer at any time prior to expiration of such right.

(3) To exercise its right to repurchase, reenter and take possession with respect to the Site, Agency shall pay to Developer in cash an amount equal to: (i) the Purchase Price paid to Agency for the Site; plus (ii) the costs actually incurred by Developer for on-site labor and materials for the construction of the improvements existing on the Site at the time of the repurchase, reentry and repossession, exclusive of amounts financed; less (iii) Any gains or income withdrawn or made by Developer from the Site or the improvements thereon; and less (iv) the amount of liens on the Site and any unpaid assessments against the Site.

VI. [§600] GENERAL PROVISIONS

A. [§601] Notices, Demands and Communications Between the Parties All notices, demands and communications between Agency and Developer shall be in writing and be sufficiently given if: (a) served personally; (b) transmitted by telecopier, the receipt of which is confirmed by notice from the receiver; (c) nationally recognized overnight delivery service; or (d) dispatched by registered or certified mail, postage prepaid, return receipt requested, to the principal offices of Agency and Developer as set forth in Sections 106 and 107 hereof. Such

written notices, demands and communications may be sent in the same manner to such other addresses as either party may from time-to-time designate by mail.

B. [§602] **Conflicts of Interest** No member, official or employee of Agency shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his personal interests or the interests of any corporation, partnership or association in which he is directly or indirectly interested. Developer warrants that it has not paid or given, and will not pay or give, any third person any money or other consideration for obtaining this Agreement.

C. [§603] **Non-liability of Agency Officials and Employees** No member, official or employee of Agency shall be personally liable to Developer in the event of any default or breach by Agency or for any amount which may become due to Developer or on any obligations under the terms of this Agreement, unless such member, official or employee has violated applicable law.

D. [§604] **Enforced Delay: Extension of Times of Performance** In addition to the specific provisions of this Agreement, performance by any party hereunder shall not be deemed to be in default where delays or defaults are due to war; insurrection; strikes; lock-outs; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes; lack of transportation; governmental restrictions or priority; litigation, including delays beyond the reasonable control of Agency; unusually severe weather; inability to secure necessary labor, materials or tools; delays of any contractor, subcontractor or supplier; acts of another party; acts or the failure to act of any public or governmental agency or entity (except that acts or the failure to act of Agency shall not excuse performance by Agency) of any other causes beyond the control or without the fault of the party claiming an extension of time to perform. An extension of time for any such cause shall only be for the period of the enforced delay, which period shall commence to run from the time of the commencement of the cause. If, however, notice by the party claiming such extension is sent to the other parties more than thirty (30) days after the commencement of the cause, the period shall commence to run only thirty (30) days prior to the giving of such notice. Times of performance under this Agreement may also be extended in writing by Agency and Developer.

E. [§605] **Inspection of Books and Records** Agency has the right, upon not less than seventy-two (72) hours notice, at all reasonable times, to inspect the books and records of Developer pertaining to the Site as pertinent to the purposes of this Agreement. Developer also has the right, upon not less than seventy-two (72) hours notice, at all reasonable times, to inspect the books and records of Agency pertaining to the Site as pertinent to the purposes of this Agreement.

F. [§606] **Plans and Data** Where Developer does not proceed with the development of the Site, and when this Agreement is terminated pursuant to Section 510 hereof for any reason, Developer shall deliver to Agency any and all plans and data concerning the property, and Agency or any other person or entity designated by Agency shall be free to use such plans

and data, including plans and data previously delivered to Agency, for any reason whatsoever without cost or liability therefor to Developer or any other person.

G. [§607] **Consents and Approvals** Except as otherwise provided in this Agreement, whenever a party is required or permitted to give its consent or approval under this Agreement, such consent or approval shall be given in writing, but shall not be unreasonably withheld or delayed. If a party is required or permitted to give its consent or approval in its sole and absolute discretion or if such consent or approval may be unreasonably withheld, such consent or approval may be unreasonably withheld but shall not be unreasonably delayed.

VII. [§700] **SPECIAL PROVISIONS**

A. [§701] **Amendment of Redevelopment Plan** Pursuant to provisions of the Redevelopment Plan for modification or amendment thereof, Agency agrees that no amendment which changes the uses or development permitted on the Site or changes the restrictions or controls that apply to the Site or otherwise affect the Site shall be made or become effective without the prior written consent of Developer. Amendments to the Redevelopment Plan applying to other property in the Redevelopment Area shall not require the consent of Developer.

B. [§702] **Amendments to this Agreement** Developer and Agency agree to mutually consider reasonable requests for amendments to this Agreement which may be made by any of the parties hereto, lending institutions, or bond counsel or financial consultants to Agency, provided such requests are consistent with this Agreement and would not substantially alter the basic business terms included herein.

C. [§703] **Subsequent Agency Approvals** Any Agency approvals required or permitted by the terms of this Agreement may be given by the Executive Director of Agency.

D. [§704] **Condemnation**

1. **Definitions** Certain words and phrases used in this article shall have the following meanings:

a. "Condemnation" means: (1) the exercise of governmental taking power, whether by legal proceedings or otherwise, by a Condemnor; (2) the promulgation of any ordinance, regulation or law by the Condemnor which limits or restricts the development of the Development as contemplated in the Redevelopment Plan (as approved by City) or the ownership, operation, financing or maintenance of the Development, or reduces the economic return therefrom (including any ordinance, regulation or law imposing rent stabilization or rent controls), beyond that required by applicable law in effect as of the Effective Date; or (3) a voluntary sale or transfer by Developer to any Condemnor, either under the threat of Condemnation or while legal proceedings for Condemnation are pending.

b. **"Date of taking"** means the date the Condemnor has the right to possession of the property being condemned.

c. **"Award"** means all compensation, sums or anything of value awarded, paid or received on a total or partial Condemnation.

d. **"Condemnor"** means Agency, the City or any person having the power of Condemnation who is acting under Agency's or the City's authority, including any public or quasi-public agency or any private corporation or individual.

2. **Total Taking** If a Condemnor takes all of the Site or the Development by Condemnation, this Agreement shall terminate on the date of taking.

3. **Partial Taking** If a Condemnor takes any portion of the Site or the Development, but not all, this Agreement shall remain in effect, except that either Developer or Agency may elect to terminate this Agreement if [number] percent or more of the total number of square feet in the Site or the Development is taken by Condemnation. If either party elects to terminate this Agreement, such party shall exercise such right by giving notice to the other party within 30 days after the nature and the extent of the Condemnation has been fully determined. If either party so elects to terminate this Agreement, it shall notify the other party of the date of termination, which date shall not be earlier than 30 days nor later than 90 days after the date of the notice. If neither party terminates this Agreement within the 30 day period, this Agreement shall continue in full force and effect.

4. **Condemnation Award** Upon any Condemnation, Agency shall pay Developer an amount equal to: (i) the full fair market value of the property subject to the Condemnation, including the fair market value of all intangible property such as goodwill and the present value of any lost future income from the property subject to Condemnation; plus (ii) all actual and consequential damages resulting directly or indirectly, partially or entirely from the Condemnation; plus (iii) Developer's reasonable attorneys fees and costs in contesting the Condemnation or the amount of the Award; less (iv) the amount of the Award paid to Developer by the Condemnor.

E. **[§705] Indemnity**

1. **Indemnification of Agency** Developer shall protect, defend, indemnify and hold Agency or any of its successors, assigns, directors, officers, shareholders, employees, attorneys or agents or their respective heirs, successors, personal representatives or assigns (each an "Agency Indemnitee") harmless from any and all Liabilities (as hereinafter defined) resulting directly or indirectly, entirely or in part from any active or passive act, omission, occurrence or event in connection with: (i) the ownership, maintenance, financing or operation of the Project or the Site after Site Acquisition; (ii) any entry onto the Site or other inspection or investigation of the Site conducted by Developer, with or without Agency's prior consent; (iii) the assertion after Site Acquisition of any Liability arising in connection with any Hazardous Materials did not exist on the Site prior to Site Acquisition; (iv) compliance with any federal, state or local laws,

rules, regulations or orders relating thereto necessitated by Developer's breach of its obligations under this Agreement; (v) any dispute or controversy between Developer and any other person; or (vi) the material breach of Developer's obligations under this Agreement.

a. An Agency Indemnitee shall notify Developer within a reasonable period after the discovery of any Liabilities to which this section applies. Developer, at Developer's expense, shall defend such Agency Indemnitee against any such Liability and shall engage counsel reasonably satisfactory to such Agency Indemnitee to prosecute such Agency Indemnitee's defense. Developer may settle any such Liability upon commercially reasonable terms and conditions with the prior consent of such Agency Indemnitee.

b. If Developer fails or refuses to defend such Agency Indemnitee or engage counsel reasonably satisfactory to such Agency Indemnitee within 10 days after such Agency Indemnitee's notice of a Liability to which this section applies, such Agency Indemnitee may: (i) defend such Liability; (ii) settle or compromise such Liability on such terms and conditions as such Agency Indemnitee shall determine in its sole and absolute discretion; or (iii) notwithstanding any limitation of remedies provided in this Agreement, seek and recover any actual or consequential damages such Agency Indemnitee incurs, including without limitation the amount paid by such Agency Indemnitee to settle or compromise such Liability and such Agency Indemnitee's costs of defense.

c. Notwithstanding any provision of this section to the contrary, An Agency Indemnitee shall have no right to indemnification if the Liability results solely from Agency Indemnitee's negligent or intentional acts or omissions or from a Liability of any Agency Indemnitee to Developer.

2. **Indemnification of Developer** Subject to the limitations of NRS Chapter 41, Agency shall protect, defend, indemnify and hold Developer or any of its successors, assigns, directors, officers, shareholders, employees, attorneys or agents or their respective heirs, successors, personal representatives or assigns (each a "**Developer Indemnitee**") harmless from any and all Liabilities resulting directly or indirectly, entirely or in part from any active or passive act, omission, occurrence or event in connection with: (i) the ownership, maintenance, financing or operation of the Site prior to the Site Acquisition, including without limitation any Liability resulting from the presence of Hazardous Materials on the Site prior to Site Acquisition but which is asserted after Site Acquisition; (ii) any entry onto the Site or other investigation or inspection of the Site conducted by Agency or the City, with or without Developer's prior consent; (iii) compliance with any federal, state or local laws, rules, regulations or orders relating thereto necessitated by Agency's breach of its obligations under this Agreement; (iv) any dispute or controversy between Agency and any other person; or (v) the material breach of Agency's obligations under this Agreement.

a. A Developer Indemnitee shall notify Agency within a reasonable period days after the discovery of any Liability to which this section applies. Agency, at

Agency's expense, shall defend such Developer Indemnatee against any such Liability and shall engage counsel reasonably satisfactory to such Developer Indemnatee to prosecute such Developer Indemnatee's defense. Agency may settle any such Liability upon commercially reasonable terms and conditions with the prior consent of such Developer Indemnatee.

b. If Agency fails or refuses to defend such Developer Indemnatee or engage counsel reasonably satisfactory to such Developer Indemnatee within 10 days after such Developer Indemnatee's notice of any Liability to which this section applies, such Developer Indemnatee may: (a) defend such Liability; (b) settle such Liabilities on such terms and conditions as such Developer Indemnatee may determine in its sole and absolute discretion; or (c) notwithstanding any limitation of remedies provided in this Agreement, seek and recover any actual or consequential damages such Developer Indemnatee incurs, including without limitation the amount paid by such Developer Indemnatee to settle or compromise such Liability and such Developer Indemnatee's costs of defense.

c. Notwithstanding any provision of this section to the contrary, a Developer Indemnatee shall have no right to indemnification if the Liability results solely from the Developer Indemnatee's negligent or intentional acts or omissions or from a Liability of any Developer Indemnatee to Agency.

3. **Survival of Indemnity Obligations** All indemnity obligations set forth in this Agreement shall survive the termination of this Agreement or the Site Acquisition.

4. **Definition of Liability** As used in this Agreement, the term "Liability" or "Liabilities" shall mean without limitation any: (i) suit, action, legal or administrative proceeding, claim or demand; (ii) act, omission, occurrence or event which reasonably requires a response or the devotion of time, monies or other resources; (iii) actual, consequential, punitive or special damages including the value of lost time; (iv) fines, losses, costs or other liabilities; (v) interest where provided for under applicable law or where incurred as a result of the passage of time until another Liability is discharged; (vi) costs of Hazardous Materials remediation; and (vii) reasonable attorneys' fees and court costs (including service of process, filing fees, court and court reporter costs, investigative fees, expert witness fees and the cost of any bonds, whether taxable or not).

VIII. [§800] ENTIRE AGREEMENT, WAIVERS AND AMENDMENTS

A. This Agreement is executed in two (2) duplicate originals, each of which is deemed to be an original. This Agreement comprises pages ____ through ____, inclusive, and Attachments "A" through "I", attached hereto and incorporated herein by reference, all of which constitute the entire understanding and agreement of the parties.

B. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof.

C. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of Agency and Developer, and all amendments hereto must be in writing and signed by the appropriate authorities of Agency and Developer.

IX. [§900] **TIME FOR ACCEPTANCE OF AGREEMENT BY AGENCY**

This Agreement, when executed by Developer and delivered to Agency, must be authorized, executed and delivered by Agency 30 days from the date of signature by Developer or this Agreement shall be void, except to the extent that Developer shall consent in writing to further extensions of time for the authorization, execution and delivery of this Agreement.

The effective date of this Agreement shall be the date when this Agreement has been signed by Agency.

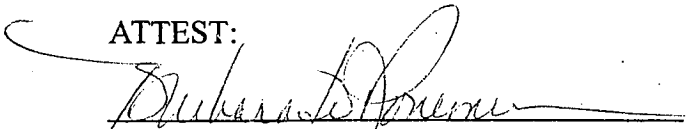
"Agency":

CITY OF LAS VEGAS REDEVELOPMENT
AGENCY

By: 

Oscar B. Goodman, Chairman

ATTEST:


BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:

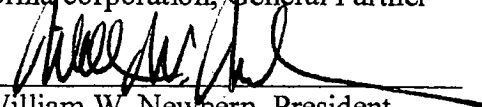
 5/8/01
Date

"Developer":

L'OCTAINE LIMITED PARTNERSHIP
a Nevada limited partnership

BY: THE TOM HOM GROUP ACQUISITION
CORP

a California corporation, General Partner

By: 

William W. Newbern, President

LIST OF ATTACHMENTS

- A. Site Map
- B. Schedule of Performance
- C. Scope of Development
- D. Legal Description
- E. Certificate of Completion
- F. Letter of Credit
- G. Agreement to be recorded Affecting Property
- H. Grant Bargain & Sale Deed
- I. Employment Plan
- J. Disclosure of Principals



Site Map

ATTACHMENT "B"

SCHEDULE OF PERFORMANCE

ACTION	DATE
1. <u>Execution and Delivery of Agreement.</u> Developer shall execute and deliver the Agreement to the Agency.	Not later than May 8, 2001 (the date the Agreement is executed and delivered is referred to as the " Buyer's Delivery Date ")
2. <u>Submission – Developer's Good Faith Deposit.</u> The Developer shall deliver to the Agency a Good Faith Deposit.	On or before Buyer's Delivery Date.
3. <u>Execution of Agreement by Agency.</u> The Agency shall hold a public hearing to authorize execution of this Agreement and, if so authorized, shall execute and deliver this Agreement to the Developer.	Within thirty (30) calendar days after the Buyer's Delivery Date. (The date the Agreement is executed and delivered by Agency is referred to as the " Contract Date ".)
4. <u>Submission – Basic Concept Drawings.</u> The Developer shall prepare and submit to the Agency for review and approval Basic Concept Drawings and related documents containing the overall plan for development of the Site.	On or before the Contract Date.
5. <u>Approval – Basic Concept Drawings.</u> The Agency shall approve or disapprove the Developer's Basic Concept Drawings and related documents.	Within ten (10) working days from the date of submission.
6. <u>Opening of Escrow.</u> The Agency shall open an escrow for conveyance of the Site to the Developer.	On or before the Contract Date.
7. <u>Approval – Physical Condition of the Site.</u> The Developer shall complete inspection of the Site and approve or disapprove the physical condition thereof.	On or before the fifth (5 th) day after the Contract Date.

ACTION-**DATE**

8. Submission – Design Development Documents. The Developer shall prepare and submit to the Agency for review and approval design development documents for the Site. On or before the Contract Date.
9. Approval – Design Development Documents. The Agency shall approve or disapprove the Developer's design development documents. Within ten (10) working days from the date of submission.
10. Submission of Developer's Commitment of Financing (the "Commitment"). The Developer shall submit to the Agency for review and approval firm and binding commitment of financing from one or more lenders/capital providers of its choice pursuant to section 216. On or before the 90th day after the Contract Date, which date is referred to as the "**Commitment Delivery Date.**"
11. Approval of Commitment. The Agency shall approve or disapprove the Commitment. On or before the 15th day after the Commitment Delivery Date.
12. Close of Escrow. The Agency shall convey title to the Site to the Developer, and the Developer shall accept such conveyance. On or before the 180th day following the Contract Date, which date is referred to as the "**Conveyance Date.**"
13. Submission – Final Construction Documents. The Developer shall prepare and submit to the Agency for review and approval final construction documents for the Site. On or before the Contract Date.
14. Governmental Permits. The Developer shall obtain any and all permits required by the City or any other governmental agency, including building permits. On or before the Conveyance Date.

ACTION**DATE**

15. Commencement of Construction. The Developer shall commence construction of the Development on the Site. Within 30 days after the Conveyance Date.
16. Completion of Construction of Development. The Developer shall complete construction of the Development on the Site as evidenced by a Temporary Certificate of Occupancy. Within 19 months after the Conveyance Date.

ATTACHMENT "C"**Scope of Development****A. General**

Developer shall develop and improved the Site in accordance with the provisions of this Agreement. The Developer, its supervising architect, engineer and contractor, shall work with Agency staff to coordinate the overall design, architecture and color of the improvements on the site.

B. Improvements

Developer shall construct, or cause to be constructed, a mixed-income residential project consisting of 51 units and approximately 4,100 square feet of net leasable space and an approximate 55 stall parking structure on the site.

C. Architecture and Design

All improvements shall be: (a) of high architectural quality; (b) well landscaped; and (c) effectively and aesthetically designed. The shape, scale of volume, exterior design and exterior finish of the building shall be consonant with, visually related to, physically related to and an enhancement of adjacent buildings within the Project Area.

D. Landscaping

Landscaping shall embellish all open spaces in the Site to integrate the improvements with adjacent sites within the Redevelopment Area. Landscaping includes such materials as paving, trees, shrubs and other plant materials, landscape containers, top soil preparation automatic irrigation, landscape and pedestrian lighting. Landscaping shall carry out the objectives and principles of the Agency's and the Developer's desire to accomplish a high-quality aesthetic environment.

E. Applicable Codes

All improvements shall be constructed in accordance with the Uniform Building Code (with City modifications) and the Municipal Code.

F. Governing Document

Notwithstanding any other provision of this Attachment "C" to the contrary, the Scope of Development shall be in accordance with those certain Construction Drawing Sheets for the Project submitted to the City of Las Vegas, Nevada as Plan No. C-0028-01 with an Effective Date of January 24, 2001. Such Construction Drawing Sheets are hereby incorporated by reference.

ATTACHMENT "D"**Legal Description of the Site**

The land referred to herein is situated in the State of Nevada, County of CLARK, described as follows:

LOTS ONE (1), TWO (2), THREE (3), FOUR (4), FIVE (5), SIX (6), SEVEN (7), EIGHT (8) AND NINE (9) IN BLOCK TWENTY-SIX (26) OF THE SOUTH ADDITION TO THE CITY OF LAS VEGAS, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1 OF PLATS, PAGE 51, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

EXCEPTING THEREFROM THOSE PORTIONS OF SAID LAND DEDICATED FOR PUBLIC USE AS PROVIDED FOR IN AN INSTRUMENT ENTITLED DEDICATION RECORDED DECEMBER 2, 1998 IN BOOK 981202 AS DOCUMENT NO. 02429 OF OFFICIAL RECORDS.

ATTACHMENT "E"**Form of Certificate of Completion**

Recording Required by:

City of Las Vegas Redevelopment Agency

After Recording, Mail to:

Executive Director
City of Las Vegas Redevelopment Agency
400 Las Vegas Boulevard South
Las Vegas, Nevada 89101

CERTIFICATE OF COMPLETION OF CONSTRUCTION AND DEVELOPMENT

WHEREAS, this Disposition and Development Agreement (DDA) dated _____, 2001, the City of Las Vegas Redevelopment Agency, a public body, corporate and politic, hereinafter referred to as the "Agency," provided assistance to L'Octaine Limited Partnership hereinafter referred to as the "Developer," for construction and development of a certain redevelopment project situated in the City of Las Vegas, Nevada, described on Exhibit "A", attached hereto and made a part hereof (the "Site"); and

WHEREAS, as referenced in said DDA, the Agency shall furnish the Developer with a Certificate of Completion upon completion of all construction and development upon the Site, which Certificate shall be in such form as to permit it to be recorded in the Recorder's Office of Clark County; and

WHEREAS, such certificate shall be conclusive determination of satisfactory completion of the construction and development on the Site required by the DDA; and

WHEREAS, the Agency has conclusively determined that the construction and development on the Site has been satisfactorily completed;

Now, therefore, the Agency agrees and does hereby certify that the construction

...
...
...

development on the Site have been fully and satisfactorily performed and completed.

IN WITNESS WHEREOF, the Agency has executed this Certificate this _____
day of _____, 2001.

CITY OF LAS VEGAS
REDEVELOPMENT AGENCY

By: _____
OSCAR B. GOODMAN, Chairman

ATTEST:

BARBARA JO RONEMUS, Secretary

APPROVED AS TO FORM:

Date

L'OCTAINE LIMITED PARTNERSHIP

By: _____

Its: _____

ACKNOWLEDGMENTS

STATE OF NEVADA)
) ss.
 COUNTY OF CLARK)

This instrument was acknowledged before me, a notary public, on this ____ day of _____, 2001, by OSCAR B. GOODMAN, Chairman of the City of Las Vegas Redevelopment Agency.

 NOTARY PUBLIC, in and for said County and State

STATE OF _____)
)ss.
 COUNTY OF _____)

This instrument was acknowledged before me, a notary public, on this ____ day of _____, 2001, by _____, as _____ of L'OCTAINE LIMITED PARTNERSHIP.

 NOTARY PUBLIC, in and for said County and State

EXHIBIT "A"**Legal Description of the Site**

The land referred to herein is situated in the State of Nevada, County of CLARK, described as follows:

LOTS ONE (1), TWO (2), THREE (3), FOUR (4), FIVE (5), SIX (6), SEVEN (7), EIGHT (8) AND NINE (9) IN BLOCK TWENTY-SIX (26) OF THE SOUTH ADDITION TO THE CITY OF LAS VEGAS, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1 OF PLATS, PAGE 51, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

EXCEPTING THEREFROM THOSE PORTIONS OF SAID LAND DEDICATED FOR PUBLIC USE AS PROVIDED FOR IN AN INSTRUMENT ENTITLED DEDICATION RECORDED DECEMBER 2, 1998 IN BOOK 981202 AS DOCUMENT NO. 02429 OF OFFICIAL RECORDS.

ATTACHMENT "F"

Form of Letter of Credit

OUR NUMBER _____
IRREVOCABLE DOCUMENTARY CREDIT

PLACE AND DATE OF ISSUE:

DATE AND PLACE OF EXPIRY:

APPLICANT:
L'OCTAINE LIMITED PARTNERSHIP

BENEFICIARY:
THE CITY OF LAS VEGAS
REDEVELOPMENT AGENCY
400 EAST STEWART AVENUE
LAS VEGAS, NEVADA 89101

ADVERTISING BANK:

AMOUNT: \$50,000

CREDIT AVAILABLE WITH: _____

BY PAYMENT AGAINST PRESENTA-
TION OF THE DOCUMENTS DETAILED
HEREIN AND OF YOUR DRAFTS AT
SIGHT DRAWN ON:

(1) YOUR SIGNED AND DATED STATEMENT READING AS FOLLOWS:

"THE AMOUNT DRAWN UNDER _____
LETTER OF CREDIT NO. _____

IS REQUIRED BY REASON OF APPLICANT'S DEFAULT (OTHER ACTION), AS
DESCRIBED IN SECTION _____ OF THAT CERTAIN DISPOSITION AND
DEVELOPMENT AGREEMENT BETWEEN L'OCTAINE LIMITED PARTNERSHIP AND
THE CITY OF LAS VEGAS REDEVELOPMENT AGENCY DATED
_____, 2001. "

(2) THE ORIGINAL LETTER OF CREDIT.

(3) THIS LETTER OF CREDIT EXPIRES AT OUR ABOVE OFFICE ON _____,
2001, BUT SHALL BE AUTOMATICALLY EXTENDED, WITHOUT WRITTEN
AMENDMENT, TO _____ IN EACH SUCCEEDING CALENDAR
YEAR UP TO, BUT NOT BEYOND, _____, 2001, UNLESS WE HAVE SENT
WRITTEN NOTICE TO YOU AT YOUR ADDRESS ABOVE BY REGISTERED MAIL
THAT WE ELECT NOT TO RENEW THIS LETTER OF CREDIT BEYOND THE DATE
SPECIFIED IN SUCH NOTICE, WHICH DATE WILL BE _____, 200__, AND
BE AT LEAST THIRTY (30) CALENDAR DAYS AFTER THE DATE WE SEND YOU
SUCH NOTICE.

WE HEREBY ISSUE THIS DOCUMENTARY CREDIT IN YOUR FAVOR. IT IS SUBJECT TO THE UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS (1994 REVISION, INTERNATIONAL CHAMBER OF COMMERCE, PARIS, FRANCE PUBLICATION NO. 500) AND ENGAGES US IN ACCORDANCE WITH THE TERMS THEREOF. THE NUMBER AND DATE OF THE CREDIT AND NAME OF OUR BANK MUST BE QUOTED ON ALL DRAFTS REQUIRED. IF THE CREDIT IS AVAILABLE BY NEGOTIATION, EACH PRESENTATION MUST BE QUOTED ON THE REVERSE OF THIS ADVICE BY THE BANK WHERE THE CREDIT IS AVAILABLE.

Authorized Signature

Authorized Signature

ATTACHMENT "G"**Form of Agreement to be Recorded Affecting Real Property**

Recording Requested by:

City of Las Vegas
Redevelopment Agency

After Recordation, Mail to:

Executive Director
City of Las Vegas Redevelopment Agency
400 E. Stewart Avenue
Las Vegas, Nevada 89101

AGREEMENT TO BE RECORDED AFFECTING REAL PROPERTY

THIS AGREEMENT is entered into this ____ day of _____, 2000, by and between the CITY OF LAS VEGAS REDEVELOPMENT AGENCY, a public body, corporate and politic (hereinafter referred to as the "Agency") and _____, (hereinafter referred to as the "Developer") with reference to the following:

A. The Developer is the present owner of certain real property (the "Site") located in the City of Las Vegas, County of Clark, State of Nevada, legally described in the attached Exhibit "A".

B. The Site is within the Downtown Las Vegas Redevelopment Area (the "Redevelopment Area") and is subject to the provisions of the Redevelopment Plan for the Redevelopment Area which was approved and adopted on March 5, 1986, by the City Council of the City of Las Vegas by Ordinance No. 3218. The Redevelopment Plan, as it now exists and as it may be subsequently amended, is incorporated herein by reference and made a part hereof as though fully set forth herein.

C. Recordation of this Agreement at the Agency's request is conclusive evidence that the Developer has rehabilitated and/or constructed the improvements on the Site and has otherwise developed the Site in accordance with the Redevelopment Plan and pursuant to the terms and provisions of that certain Disposition and Development Agreement entered into between the Agency and the Developer on _____ (the "DDA").

NOW, THEREFORE, THE AGENCY AND THE DEVELOPER HEREBY AGREE AS FOLLOWS:

1. By its recordation of this Agreement, the Agency acknowledges that the Developer has constructed the improvements on the Site and has otherwise developed the Site in accordance with the Redevelopment Plan and pursuant to the terms and provisions of the DDA, that the terms and provisions of the DDA have been fully and satisfactorily performed by the Developer and that the DDA shall be of no further force or effect.

2. The Developer, on behalf of itself and its successors, assigns and each successor in interest to the Site, or any part thereof, hereby covenants and agrees:

a. To use, devote and maintain the Site, and each part thereof, for the uses specified in the Redevelopment Plan.

b. To maintain the improvements on the Site, keep the Site free from any accumulation of debris or waste material and maintain the landscaping planted on the Site in a healthy condition. All such maintenance shall be at the sole expense of the Developer; provided, however, that if the Developer shall fail to so maintain the Site, the Agency may perform such maintenance for the Developer and in such event shall be entitled to be reimbursed by the Developer for the actual cost thereof.

c. That there shall be no unlawful discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, or ancestry or national origin in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Site.

3. The Developer further covenants and agrees that prior to the date set forth in Section 501 of the Agreement, the Developer shall not sell, transfer, convey, assign or lease the whole or any part of the Site or the buildings or improvements thereon without the prior written approval of the Agency, which approval shall not be unreasonably withheld.

4. The covenants and agreements established in this Agreement shall, without regard to technical classification and designation, be binding on the Developer and any successor in interest to the Site, or any part thereof, for the benefit and in favor of the Agency, its successors and assigns, and the City of Las Vegas. The covenants contained in Sections ____ and ____ of this Agreement shall remain in effect until March 5, 2031 or, if earlier, the termination date of the Redevelopment Plan. The covenants against discrimination (contained in Section ____.) shall remain in effect in perpetuity. The covenants contained in Section 3 shall remain in effect until the date set forth in Section ____ of the Agreement. The Agency shall have the right, if this Agreement or the covenants are breached, to exercise all rights and remedies and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breaches to which it or any other

beneficiaries of this Agreement and the covenants may be entitled.

IN WITNESS WHEREOF, the Agency and the Developer have executed this Agreement as of the date first above written.

CITY OF LAS VEGAS
REDEVELOPMENT AGENCY

By: _____
_____, Executive Director

"Agency"

ATTEST:

BARBARA JO RONEMUS, Secretary

APPROVED AS TO FORM:

Date

By: _____

"Developer"

EXHIBIT "A"**Legal Description of the Site**

The land referred to herein is situated in the State of Nevada, County of CLARK, described as follows:

LOTS ONE (1), TWO (2), THREE (3), FOUR (4), FIVE (5), SIX (6), SEVEN (7), EIGHT (8) AND NINE (9) IN BLOCK TWENTY-SIX (26) OF THE SOUTH ADDITION TO THE CITY OF LAS VEGAS, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1 OF PLATS, PAGE 51, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

EXCEPTING THEREFROM THOSE PORTIONS OF SAID LAND DEDICATED FOR PUBLIC USE AS PROVIDED FOR IN AN INSTRUMENT ENTITLED DEDICATION RECORDED DECEMBER 2, 1998 IN BOOK 981202 AS DOCUMENT NO. 02429 OF OFFICIAL RECORDS.

ATTACHMENT "H"**Form of Grant, Bargain and Sale Deed**

Recording Requested by:

City of Las Vegas
Redevelopment Agency

After Recording, Mail to:

Executive Director
City of Las Vegas Redevelopment Agency
400 Las Vegas Boulevard South
Las Vegas, Nevada 89101

GRANT, BARGAIN AND SALE DEED

For valuable consideration, the receipt of which is hereby acknowledged,

THE CITY OF LAS VEGAS REDEVELOPMENT AGENCY, a public body, corporate and politic, of the State of Nevada (herein called "Grantor"), acting to carry out the Redevelopment Plan (herein called "Redevelopment Plan") for the Las Vegas Downtown Redevelopment Area, under the Community Redevelopment Law of the State of Nevada, hereby grants, bargains and sells to L'Octaine Limited Partnership, a Nevada limited partnership (herein called "Grantee"), pursuant to this Grant, Bargain and Sale Deed (herein called the "Deed") the real property (herein called the "Property") legally described in the document attached hereto, labeled Exhibit "A", and incorporated herein by this reference.

1. The Property is conveyed subject to the Redevelopment Plan and pursuant to a Disposition and Development Agreement entered into between the Grantor and the Grantee and dated _____. The Property is also conveyed subject to all easement(s) of record. All terms capitalized herein which are not otherwise defined herein shall have the meaning given to them in the Disposition and Development Agreement.

2. The Grantee hereby covenants and agrees for itself, its successors, its assigns and every successor in interest, that during construction and thereafter, the Grantee, its successors and assignees, shall not use the Property for other than the uses specified in the Redevelopment Plan.

3. The Grantee hereby covenants and agrees for itself, its successors, its assigns and every successor in interest thereafter that it will maintain the improvements on the Property and keep the Property free from any accumulation of debris or waste materials and will maintain the landscaping required to be planted under the Disposition and Development Agreement in a healthy condition. If at any time the Grantee, its successors or assignees or every successor in interest thereafter, shall fail to keep the Property free of debris or waste materials or to maintain

said landscaping in a healthy condition, and said condition is not corrected within ten (10) days after written notice from the Grantor, either the Grantor or the City of Las Vegas may perform the necessary cleanup or landscape maintenance, and the Grantee, its successors or assignees or every successor thereafter, shall pay such costs as are reasonably incurred for such cleanup or landscape maintenance.

4. Except as provided in the Disposition and Development Agreement, the Grantee shall not sell, transfer, convey or assign the whole or any part of the Property or the buildings or improvements thereon without the prior approval of the Grantor. This prohibition shall not be deemed to prevent the granting of easements or permits to facilitate the development of the Property or to prohibit or restrict the leasing of any part or parts of a building or structure in accordance with the Disposition and Development Agreement.

5. Subsequent to the execution of this Deed and prior to the issuance of the Certificate of Completion, the Grantor shall have the right at its option to reenter and repossess the Property hereby conveyed, or any portion thereof, together with all improvements thereon, upon the occurrence of a Developer Event of Default as set forth in the Disposition and Development Agreement.

Such right to repurchase, reenter and repossess, to the extent provided in this Deed, shall be subordinate and subject to and be limited by and shall not defeat, render invalid or limit:

a. Any mortgage, deed of trust or other security instrument permitted by the Disposition and Development Agreement; or

b. Any rights or interest provided in the Disposition and Development Agreement for the protection of the holder of such mortgage, deed of trust or other security instruments.

6. The Grantee covenants by and for itself, its successor, its assigns and every successor in interest thereafter that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, age, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, nor shall the Grantee itself or any person claiming under or through it establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendors in the Property.

7. No violation or breach of the covenants, conditions, restrictions, provisions or limitations contained in this Deed shall defeat or render invalid or in any way impair the mortgage, deed of trust or other security instrument permitted by the Disposition and Development Agreement; provided, however, that any successor of Grantee to the Property shall be bound by such remaining covenants, conditions, restrictions, limitations and provisions, whether such successor's title was acquired by foreclosure, deed in lieu of foreclosure, trustee's sale or otherwise.

8. Except as otherwise provided, the covenants contained in paragraphs 2 and 3 of this Deed shall remain in effect until March 5, 2031 or, if earlier, the termination date of the Redevelopment Plan. The covenants against discrimination contained in paragraph 6 and the provisions of paragraph 7 of this Deed shall remain in perpetuity. The covenants in paragraph 4 shall remain in effect until the date set forth in Section 404 of the Agreement. The covenants contained in paragraph 5 shall remain in effect until issuance of Certificate of Completion pursuant to Section 322 of the Disposition and Development Agreement.

9. The covenants contained in paragraphs 2, 3, 4, 5, 6 and 7 of this Deed shall be binding for the benefit of the Grantor, its successors and assigns, the City of Las Vegas and any successor in interest thereafter to the Property or any part thereof, and such covenants shall run in favor of the Grantor and such aforementioned parties for the entire period during which such covenants shall be in force and effect without regard to whether the Grantor is or remains an owner of any land or interest therein to which such covenants relate. The Grantor and such aforementioned parties, in the event of any breach of any covenants, shall have the right to exercise all of the rights and remedies, and to maintain any actions at law or suit in equity or other proper proceedings to enforce the curing of such breach. The covenants contained in this Deed shall be for the benefit of and shall be enforceable only by the Grantor and such aforementioned parties.

10. In the event of any express conflict between this Deed or the Disposition and Development Agreement, the provisions of this Deed shall control.

11. Any amendments to the Redevelopment Plan which change the uses or development permitted on the Property or change the restrictions or controls that apply to the

...

...

...

Property or otherwise affect the Property shall require the written consent of the Grantee. Amendments to the Redevelopment Plan applying to other property in the Redevelopment Area shall not require the consent of the Grantee.

IN WITNESS WHEREOF, the Grantor and Grantee have caused this instrument to be executed on their behalf by their respective officers there unto duly authorized, this ____ day of _____, _____.

CITY OF LAS VEGAS
REDEVELOPMENT AGENCY

By: _____
OSCAR B. GOODMAN, Chairman

"Grantor"
ATTEST:

BARBARA JO RONEMUS, Secretary

APPROVED AS TO FORM:

Date

L'OCTAINE LIMITED PARTNERSHIP

By: _____

Its: _____

"Grantee"

ACKNOWLEDGMENT

STATE OF NEVADA

ss.

COUNTY OF CLARK □

On _____ personally appeared before me, a notary public (or judge or other authorized person, as the case may be), _____, who acknowledged that _____ executed the above instrument.

GRANTOR_____
NOTARY PUBLIC, in and for said County and State

STATE OF _____)
) ss
 COUNTY OF _____)

On _____ personally appeared before me, a notary public (or judge or other authorized person, as the case may be), _____, who acknowledged that _____ executed the above instrument.

GRANTEE_____
NOTARY PUBLIC, in and for said County and State

EXHIBIT "A"**Legal Description of the Site**

The land referred to herein is situated in the State of Nevada, County of CLARK, described as follows:

LOTS ONE (1), TWO (2), THREE (3), FOUR (4), FIVE (5), SIX (6), SEVEN (7), EIGHT (8) AND NINE (9) IN BLOCK TWENTY-SIX (26) OF THE SOUTH ADDITION TO THE CITY OF LAS VEGAS, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1 OF PLATS, PAGE 51, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

EXCEPTING THEREFROM THOSE PORTIONS OF SAID LAND DEDICATED FOR PUBLIC USE AS PROVIDED FOR IN AN INSTRUMENT ENTITLED DEDICATION RECORDED DECEMBER 2, 1998 IN BOOK 981202 AS DOCUMENT NO. 02429 OF OFFICIAL RECORDS.

ATTACHMENT "I"**Employment Plan****PREFACE**

L'OCTAINE LIMITED PARTNERSHIP, a Nevada limited partnership ("Developer") is submitting this Employment Plan as an exhibit to the Disposition and Development Agreement ("DDA") negotiated and being submitted to the City of Las Vegas Redevelopment Agency ("Agency") for the redevelopment of that portion of the redevelopment area located along Gass Avenue and Las Vegas Boulevard in Las Vegas, Nevada ("Project"). Developer is submitting the Employment Plan in compliance with the Agency Employment Plan Policy Guidelines adopted June 3, 1992 ("Guidelines").

OVERVIEW

The Guidelines require the Developer to submit a list and amount of all contracts to be let for bid in regard to the construction of the Project. The Developer is to be referred to the City's Minority Vendors Directory and is to notify the vendors on that Directory of the contracts to be let for bid for the Project ("Construction Contracts").

The Guidelines target specific population groups who live within the "area of operation" and who are economically disadvantaged residents, physically handicapped, members of racial minorities, veterans, or women ("Targeted Groups"). As such, the Guidelines contemplate an affirmative action plan; however, there are no goals set forth in the Guidelines concerning the number of construction contracts to be awarded to minority vendors nor the percentage of employees working on the Project who are to be from the Targeted Groups. The Guidelines do not define the term "economically disadvantaged." The Developer is interpreting the term economically disadvantaged as being a resident of the Employment Plan Target Area.

IMPLEMENTATION

1. The Developer's affiliate, WILL BUILDERS CORP., a Nevada Corporation and a minority owned business, will be the general contractor ("General") to handle all construction activities, seek bids, award contracts, and do all necessary hiring. The General will be required to provide labor, materials, and performance bonds before starting construction.
2. The General will be required to designate a principal who will have primary responsibility for the oversight and implementation of this Employment Plan and coordination with the Agency.

3. The General shall send request for bid forms to minority vendors listed in the City's Directory who have the apparent resources necessary to be awarded a contract. The General's principal shall work with the Agency in preparing the request for bid form and shall submit such request for bid form to the Agency for approval prior to issuance.
4. The General shall work with the Agency to develop alternative means of soliciting minority vendor bids, such as newspaper ads, direct contact, etc.
5. A vendor shall be considered a minority vendor if included in the City's Minority Vendor Directory or if members of the Targeted Groups hold one-third ownership in the vendor.
6. No contract shall be awarded to a vendor unless the vendor has first reviewed and agreed to comply with this Employment Plan. The agreement shall be a part of each subcontract, and shall include a provision authorizing termination of the vendor's Construction Contract for failure to comply with the Employment Plan.
7. The General shall submit to the Agency a list of all Construction Contracts, the amount of all such contracts awarded, and the name of each successful bidder.
8. A vendor who is to provide employees for construction on site shall comply with the requirements of the above paragraph but only in regard to the employees to be employed on site.
9. All vendors shall be required to provide similar information on a quarterly basis to ensure continued compliance with this Plan.

ATTACHMENT "J"

DISCLOSURE OF PRINCIPALS

The principals and partners L'Octaine Limited Partnership, a Nevada limited partnership ("L'Octaine"), and all persons and entities holding more than 1% interest in L'Octaine or any principal of L'Octaine, are the following:

The General Partner of L'Octaine is THE TOM HOM GROUP ACQUISITION CORP., a California corporation ("TTHGAC"), and the sole Limited Partner of L'Octaine is CAMPAIGE AFFORDABLE HOUSING-COMPANY B, LLC, a California limited liability company ("CAH-B"). Of L'Octaine's profits, losses and capital, 99.99 percent is currently allocated to CAH-B. CAH-B has two classes of membership interests, denominated at Class A Units and Class B Units.

As provided in the DISPOSITION AND DEVELOPMENT AGREEMENT (the "DDA"), upon acquiring the Site, CAH-B or its wholly owned subsidiary will be admitted as a general partner of L'Octaine, TTHGAC will withdraw as a general partner and L'Octaine will admit one or more as yet unidentified Low Income Housing Tax Credit Investors as limited partners.

The following is a list identifying each CAH-B member owning more than one percent of the membership units issued and outstanding in such member's class:

CAH-B CLASS A MEMBERS HOLDING ONE PERCENT OR MORE OF THE ISSUED AND OUTSTANDING CLASS A UNITS:

Chris and Kirsten Cramer Family Trust	777 Armada Terrace	San Diego	CA	92106
<i>Trustors: Christopher W. Cramer and Kirsten M. Cramer</i>				
Cynthia P. Olmstead Exempt Trust	3027 Homer Street	San Diego	CA	92106
<i>Trustor: Elouise Pratt, deceased</i>				
Carne Family Trust	6086 Wenrich Drive	San Diego	CA	92120
<i>Trustor: Robert E. Carne</i>				
Eugene M. Foster & Joan F. Foster Trust	c/o Wheeler Frost Associates, Inc. 1545 Hotel Circle South #280	San Diego	CA	92108
<i>Trustors: Eugene M. and Joan F. Foster</i>				

Blackstone Consulting, Inc. <i>Robert Putnam, sole shareholder</i>	1545 Hotel Circle South, Suite 280	San Diego	CA	92108
Peter F. & Virginia L. Seligman	4427 Pescadero Avenue	San Diego	CA	92107
Pollard Trust <i>Trustors: Bill G and Jeanette Pollard</i>	14415 Crestwood Avenue	Poway	CA	92064
Grossmont Medical Clinic, Inc. MPPP fbo <i>John R. Webb, M.D., sole shareholder, officer and director</i>	4587 54th Street	San Diego	CA	92115
Boatwright Family Trust <i>Trustors: David and Camille Boatwright</i>	701 "B" Street, Suite 2100	San Diego	CA	92101
James S. Brown Revocable Trust <i>Trustor: James S. Brown</i>	591 Camino de la Reina, Suite 1015	San Diego	CA	92108
Campaige Family, L.P. <i>General Partners: CINDY INVESTMENT CORP. and Nora Hom Newbern</i> <i>Limited Partner: William W. Newbern and Nora Hom Newbern, Trustees of the Newbern Family Living Trust dated 9/4/81</i>	4408 - 30th Street	San Diego	CA	92116
Jessop Family Trust <i>Trustors: James and Kimberly Jessop</i>	401 West "C"2 Street	San Diego	CA	92101
Lloyd Stuart Kuritsky Trust <i>Trustor: Lloyd Stuart Kuritsky</i>	649 Torrance Street	San Diego	CA	92013

LaCroix Family Trust <i>Trustors: Robert A. and Molly B. LaCroix</i>	2674 Willow Street	San Diego	CA	92106

Kenneth Markstein	P. O. Box 6902	San Marcos	CA	92079

Sandalwood Bay, L.P. <i>General</i>	4408 30th Street	San Diego	CA	92116

Partner:

*CINDY INVESTMENT
CORP.*

Limited Partners:

*Thomas E. Hom, Trustee
of the Hom Survivor's
Trust dated November 22,
1989, as amended*

*Thomas E. Hom, Trustee
of the Hom Bypass Trust
dated November 22, 1989,
as amended*

Remarc Holdings, L.P. <i>General Partner: Susan W. Cramer</i>	1032 Barcelona Drive	San Diego	CA	92107

Limited Partners:

*Tyler W. Cramer or
Susan W. Cramer,
Trustees of the Tyler &
Susan Cramer Family
Trust dated November 1,
1984, as amended*

*Sarah E. Cramer, a single
woman*

Brown Family Trust <i>Trustors: Gerard J. and Arbie L. Brown</i>	335 Via Andalusia	Encinitas	CA	92024

E. T. & D. W. Cramer Family Trust	727 Armada Terrace	San Diego	CA	92106

*Trustors: Edward T.
Cramer and Dianne W.
Cramer*

Landis Family Trust	381 Silvergate Avenue	San Diego	CA	92106

*Trustors: John and Carol
Landis*

Olmstead Family Trust	3027 Homer Street	San Diego	CA	92106

*Trustor: George E.
Olmstead*

Robert Charles, LLC	6363 El Cajon Boulevard, Suite 206	San Diego	CA	92115

*Managers:
Robert L. Teel
C.I. Feurzig*

Bill and Susan Hoehn Family Trust	P. O. Box 789	Rancho Santa Fe	CA	92067

*Trustors:
Theodore William
Hoehn, III and Susan
Hughes Hoehn*

Allen E. Hom	17221 Lido Lane	Huntington Beach	CA	92647

JRL, LP	P. O. Box 181887	Coronado	CA	92178

*General Partner:
JRLGP, Inc.*

*Limited Partners:
Richard M. Libenson,
Trustee of the CAROL
CASHUK EXEMPT
TRUST dated February 5,
1997*

*Richard M. Libenson,
Trustee of the RICHARD
LIBENSON EXEMPT
TRUST dated February 5,
1997*

*Richard M. Libenson and
Claudia C. Libenson,
Trustees of the Libenson
Family Trust dated
September 4, 1981, as
amended*

Papier, LP	P. O. Box 181887	Coronado	CA	92178
<i>General Partner:</i>				
<i>RCL Enterprises, Inc.</i>				

Limited Partners:

*Janice R. Libenson and
Richard M. Libenson,
Trustees of the JANICE R.
LIBENSON FAMILY
TRUST dated October 2,
1986, as amended*

*Richard M. Libenson and
Claudia C. Libenson,
Trustees of the Libenson
Family Trust dated
September 4, 1981, as
amended*

**CAH-B CLASS B MEMBERS HOLDING ONE PERCENT OR MORE OF THE ISSUED
AND OUTSTANDING CLASS B UNITS:**

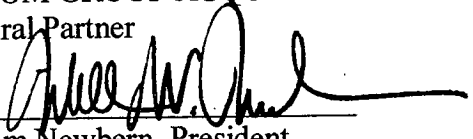
Sandalwood Bay, L.P.	4408 30th Street	San Diego	CA	92116
Campaige Family, L.P.	4408 30th Street	San Diego	CA	92116

In addition, the Company is authorized to issue up to that number of Class B Units which equals three times the aggregate number of then issued and outstanding Class A Units. CAH-B currently intends to offer and sell the additionally authorized Class B Units to CAH-B's manager, THE TOM HOM GROUP, LLC, a California limited liability company ("TTHG"), its affiliates or other persons designated by TTHG in its sole and absolute discretion, including employees of TTHG. As of the date of this Exhibit, no such additional Class B Units have been issued.

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

L'OCTAINE LIMITED PARTNERSHP

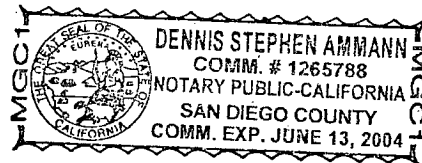
BY: THE TOM HOM GROUP ACQUISITION
CORP., General Partner

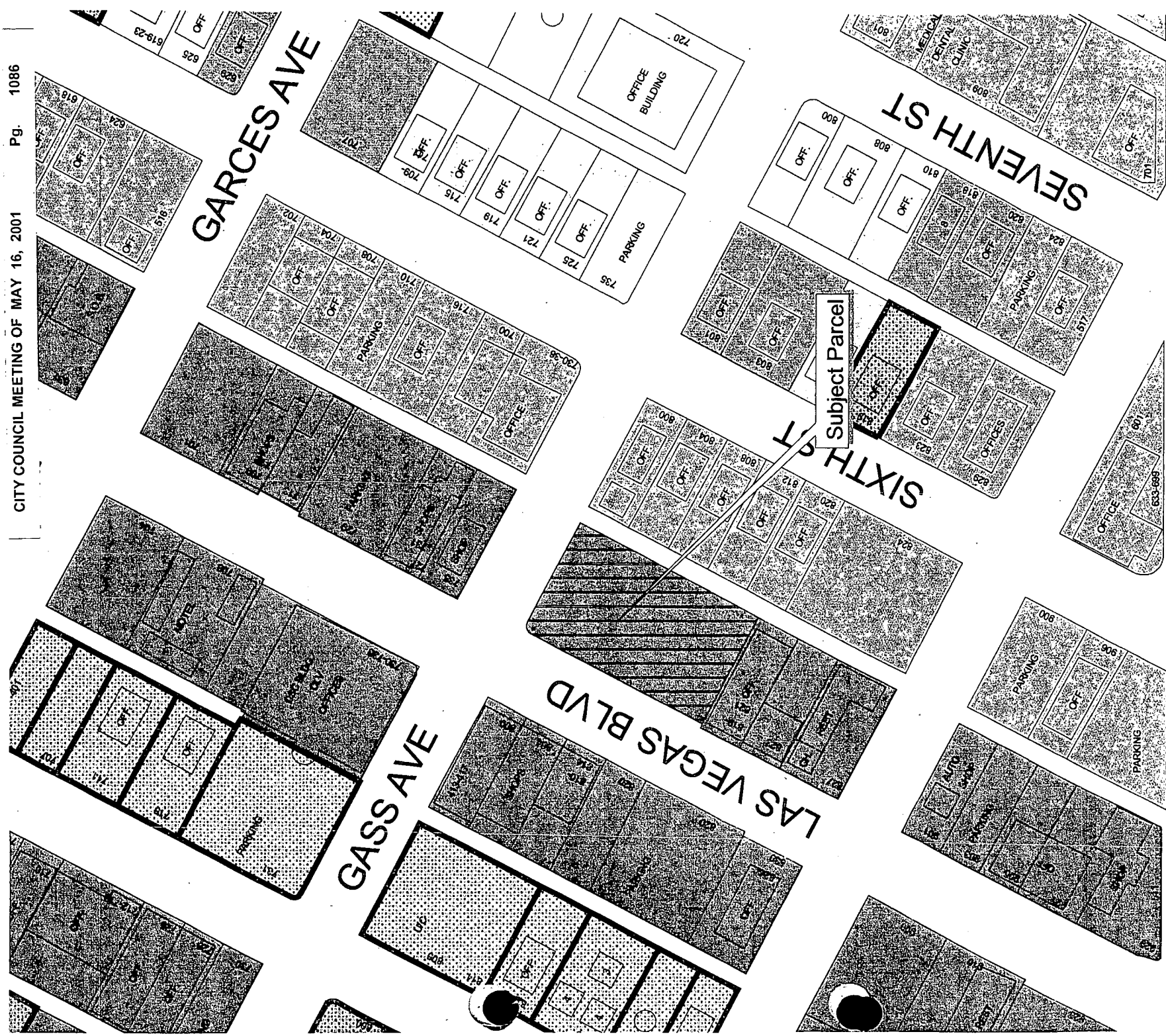
By: 

William Newbern, President
"Subrecipient"

Subscribed and sworn to before me this
7th Day of May, 2001.

 Notary Public
Dennis Stephen Ammann





Site Map