

*City of Las Vegas*

Agenda Item No. 58

**AGENDA SUMMARY PAGE****CITY COUNCIL MEETING OF: NOVEMBER 5, 2003****DEPARTMENT: CITY ATTORNEY****DIRECTOR: BRADFORD R. JERBIC**☒**CONSENT**☐**DISCUSSION****SUBJECT:****RESOLUTIONS:**

**R-160-2003** - Approval of a Resolution Disposing of Protests made at the Hearing on the Provisional Order regarding: Special Improvement District No. 1493 - Hualapai Way/Alexander Road (\$968,158.54 - Capital Projects Fund - Special Assessments) - Ward 4 (Brown)

**Fiscal Impact**☐**No Impact****Amount: \$968,158.54**☐**Budget Funds Available****Dept./Division: Public Works/SID**☒**Augmentation Required****Funding Source: Capital Projects Fund - Special Assessments****PURPOSE/BACKGROUND:**

The construction and installation of pavement, "L" type curb and gutter, sidewalks, driveway approaches, water laterals, sewer laterals, and streetlights.

**RECOMMENDATION:**

It is recommended that the City Council adopt this Resolution.

**BACKUP DOCUMENTATION:**

Resolution No. R-160-2003

**MOTION:**

**REESE - APPROVED** Items 2-29, 31-47, and 49-66 as recommended and amending Item 20 to remove the word Heights - **UNANIMOUS** with MACK abstaining on Item 29 because he is on the Board of Directors of the Boys and Girls Club

**Items 30 & 48: STRICKEN** under separate action (see individual items)

**MINUTES:**

There was no related discussion.

(9:37 - 9:40)

1-1006

**RESOLUTION NO. R-160-2003**

**A RESOLUTION DISPOSING OF THE PROTESTS MADE AT THE HEARING ON THE PROVISIONAL ORDER FOR CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1493 – HUALAPAI WAY/ALEXANDER ROAD (CHEYENNE AVENUE TO CIMARRON ROAD)**

Summary: Protest Disposal Resolution

WHEREAS, the Las Vegas City Council of the City of Las Vegas (hereinafter the "City Council" and "City", respectively), in the County of Clark, State of Nevada, pursuant to a resolution heretofore adopted, provisionally ordered the acquisition of a Street Project, Sanitary Sewer Project, and a Water Project as defined in Chapter 271, Nevada Revised Statutes (hereinafter the "Project") within the Las Vegas, Nevada, Special Improvement District No. 1493 – Hualapai Way/Alexander Road (Cheyenne Avenue to Cimarron Road) (hereinafter the "District"); and

WHEREAS, pursuant to the resolution, the City Clerk gave notice of the time and place of a hearing on Wednesday, October 15, 2003, thereon, in the manner specified by law; and

WHEREAS, the manner of giving such notice by mail, publication and posting was reasonably calculated to inform the parties of the proceedings concerning the District which might directly and adversely affect their legally protected interests; and

WHEREAS, the City Council meeting scheduled for October 15, 2003, was cancelled, and said hearing was postponed and continued to October 29, 2003; and

WHEREAS, notice of the cancellation and continuance was posted outside Council Chambers on October 15, 2003; and

WHEREAS, all owners of property to be assessed and interested persons so desiring were permitted to file a written protest or objection on or before Friday, October 10, 2003, or to appear before the City Council on Wednesday, October 29, 2003, and be heard as to the propriety and advisability of acquiring the Project provisionally ordered, as to the cost thereof and manner of payment therefor, and as to the amount thereof to be assessed against the property for the Project; and

WHEREAS, the City Council has now considered each and every written protest and objection and all oral protests and objections made at the hearing, and the City Council finds that each and every oral protest or objection is without sufficient merit and is overruled and denied.

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

Section 1. This Resolution shall be known as, and may be cited by, the short title "Special Improvement District No. 1493 Protest Disposal Resolution" (hereinafter the "Resolution").

Section 2. The City Council has determined and does hereby determine, that one-half or more of the total cost of each of the improvements in the District shall be paid with monies derived from other than the levy of special assessments and accordingly may take advantage of the exception stated in paragraph (a) of subsection (2) of NRS 271.306 (stating that the City, at its option, may proceed with the improvements in the District regardless of the percentage of protests).

Section 3. The City Council determines that each and every protest and objection filed or otherwise made is without sufficient merit and that the same is overruled and finally passed on by the City Council.

Section 4. The City Council has determined, and does hereby determine, that it is advisable to acquire the Project, as provided by the Special Improvement District No. 1493 Provisional Order Resolution and to proceed with the District.

Section 5. Within 30 days after the City Council passes on the complaint, protest or objection, by adoption of this Resolution, any person who filed and did not withdraw a written complaint, protest or objection shall have the right to commence an action or suit in any court of competent jurisdiction to correct or set aside the determination, but thereafter, all actions or suits attacking the validity of the proceedings and the amount of benefits are perpetually barred.

Section 6. The City Engineer and the Engineering Integration Division are requested and directed to prepare, in the manner required by law, and to present the following to the City Council:

- (a) A revised and detailed estimate of the total cost of the District, including each of the incidental costs, if necessary;
- (b) Full and detailed final plans and specifications for the Project, if necessary;
- (c) A revised map and a revised assessment plat, if necessary; and
- (d) A revised and supplemental Report to the City Council on Benefits, if necessary.

Section 7. That the City Council has also determined and does hereby declare as follows:

- (a) The public convenience and necessity requires the creation of District No. 1493 – Hualapai Way/Alexander Road (Cheyenne Avenue to Cimarron Road).
- (b) The creation of the District is economically sound and feasible.
- (c) The market value of each of the benefited lots, tracts and parcels of land in the District will be increased by an amount directly attributable to the Project for which the assessment is to be made.

Section 8. 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) concerning the Las Vegas, Nevada, Special Improvement District No. 1493 – Hualapai Way/Alexander Road (Cheyenne Avenue to Cimarron Road) including, but not limited to, the notice of the hearing provided which was mailed, posted, and published, and the same hereby are, ratified, approved and confirmed.

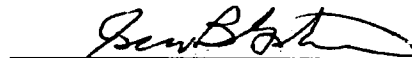
Section 9. The officers of the City are directed to effectuate the provisions of this Resolution.

Section 10. All resolutions, or parts thereof, in conflict herewith are hereby repealed to the extent of such inconsistency.

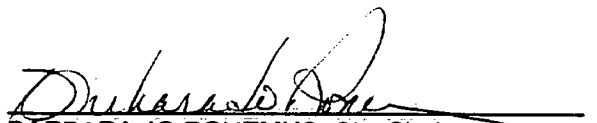
Section 11. The invalidity of any provision of this Resolution shall not affect any remaining provisions hereof.

Section 12. The City Council has determined, and does hereby declare, that this Resolution shall be in effect after its passage in accordance with the law.

PASSED AND APPROVED November 5, 2003.

  
OSCAR B. GOODMAN, Mayor

Attest:

  
BARBARA JO RONEMUS, City Clerk

Approved as to Form:

10-23-03   
Date Deputy City Attorney



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

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

1. The foregoing pages constitute a true, correct, complete and compared copy of a resolution adopted by the City Council of the City (hereinafter the "City Council") at a meeting held on November 5, 2003.

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 City Council as follows:

Those Voting Aye:

Oscar B. Goodman  
 Gary Reese  
 Larry Brown  
 Lynette Boggs McDonald  
 Lawrence Weekly  
 Michael Mack  
 Janet Moncrief

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 City Clerk and has been recorded in the regular official record of the City 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 City 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 least three working days before the meeting at the principal office of the City 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 City Council, to wit:

- (i) Court Clerk's Office Bulletin Board  
City Hall Plaza  
Las Vegas, Nevada
- (ii) City Hall Plaza  
Special Outside Posting Bulletin Board  
Las Vegas, Nevada
- (iii) Senior Citizens Center  
Las Vegas, Nevada
- (iv) Clark County Government Center  
500 South Grand Central Parkway  
Las Vegas, Nevada
- (v) Downtown Transportation Center  
Las Vegas, Nevada

(b) By mailing a copy of the notice to each person, if any, who has requested notice of the meetings of the City Council in the same manner in which notice is required to be mailed to a member of the City 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 City 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 City 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 City Council on November 5, 2003, is attached to this certificate as Exhibit "A".

IN WITNESS WHEREOF, I have hereunto set my hand on this November 5, 2003.

(SEAL)

  
BARBARA JO RONEMUS, City Clerk

**Exhibit "A"**

**(Attach Notice of Meeting and Agenda)**

*City of Las Vegas*

# CITY COUNCIL AGENDA

**NOVEMBER 5, 2003**  
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| Finance & Business Services        | Pg 2 – 3 | Finance & Business Services                             | Pg 8      |
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**CITY COUNCIL AGENDA**

COUNCIL CHAMBERS • 400 STEWART AVENUE • PHONE 229-6011

CITY OF LAS VEGAS INTERNET ADDRESS: <http://www.lasvegasnevada.gov>

OSCAR B. GOODMAN, MAYOR (At-Large) • COUNCILMAN GARY REESE, MAYOR PRO TEM (Ward 3)

COUNCILMEMBERS: LARRY BROWN (Ward 4), LYNETTE BOGGS McDONALD (Ward 2),

LAWRENCE WEEKLY (Ward 5), MICHAEL MACK (Ward 6), JANET MONCRIEF (Ward 1)

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.

**NOVEMBER 5, 2003**

**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, AND ARE CLOSED CAPTIONED FOR OUR HEARING IMPAIRED VIEWERS. THE COUNCIL MEETING, AS WELL AS ALL OTHER KCLV PROGRAMMING, CAN BE VIEWED ON THE INTERNET AT [www.kclv.tv](http://www.kclv.tv). THE PROCEEDINGS WILL BE REBROADCAST ON KCLV CHANNEL 2 AND THE WEB THE WEDNESDAY OF THE MEETING AT 8:00 PM, AND ALSO ON FRIDAY AT 4:00 AM, SATURDAY AT 7:00 PM, SUNDAY AT 7:00 AM AND THE FOLLOWING MONDAY AT 1:00 PM.

DUPLICATE AUDIO TAPES MAY BE AVAILABLE AT A COST OF \$3.00 PER TAPE AND DUPLICATE VIDEO TAPES MAY BE AVAILABLE AT A COST OF \$5.00 PER TAPE THROUGH THE CITY CLERK'S OFFICE.

NOTE: CELLULAR PHONES ARE TO BE TURNED OFF DURING THE COUNCIL MEETING.

**CEREMONIAL MATTERS**

- CALL TO ORDER
- ANNOUNCEMENT RE: COMPLIANCE WITH OPEN MEETING LAW
- INVOCATION - CHAPLAIN CHARLOTTE LEAS, BUNKER MORTUARY
- PLEDGE OF ALLEGIANCE
- RECOGNITION OF CITIZEN OF THE MONTH
- RECOGNITION BY THE NEVADA DIVISION OF ENVIRONMENTAL PROTECTION
- RECOGNITION OF THE SIX PAC NATIONAL CHAMPIONS
- RECOGNITION OF CITY EMPLOYEES DEPLOYED TO THE MIDDLE EAST
- RECOGNITION OF NATIONAL RECREATION AND PARK ASSOCIATION ACCREDITATION AWARDED TO THE LEISURE SERVICES DEPARTMENT

**BUSINESS ITEMS**

1. Any items from the morning session that the Council, staff and/or the applicant wish to be stricken or held in abeyance to a future meeting may be brought forward and acted upon at this time

**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.

**ADMINISTRATIVE - CONSENT**

2. Approval of the termination of the August 19, 2003 flash flood emergency - Wards 2, 4 and 6 (L.B. McDonald, Brown and Mack)

**DETENTION & ENFORCEMENT DEPARTMENT - CONSENT**

3. Approval to accept grant funds in the amount of \$52,289 from the U.S. Department of Justice, Bureau of Justice Assistance under the State Criminal Alien Assistance Program (SCAAP), as reimbursement of monies used to house inmates born outside the United States

**FIELD OPERATIONS DEPARTMENT - CONSENT**

4. Approval of grant award in the amount of \$260,200 from the United States Environmental Protection Agency to the City of Las Vegas for Sewer Rehabilitation (\$212,973 - City contribution - Enterprise Fund) - Wards 1 and 3 (Moncrief and Reese)

**FINANCE & BUSINESS SERVICES DEPARTMENT - CONSENT**

5. Approval of Service and Material Checks/Payroll Checks/Wire Transfers/Other Checks and Investments
6. Approval to allocate \$1,820,000 in additional funding to the West Service Center Records (WCS) Storage Facility Capital Project (\$1,820,000 - Sanitation Enterprise Fund) - Ward 4 (Brown)
7. Approval of Change of Ownership for a Tavern License and a new Restricted Gaming License for 15 slots subject to Health Dept. regulations and approval by the Nevada Gaming Commission, From: JRG Enterprises, Jeffrey R. Glouner, Dir, Pres, Secy, Treas, 100%, To: Vision Ventures, Inc., dba Coyotes West, 1750 South Rainbow Boulevard, Suites 6-8, Scott C. Robbins, Dir, Pres, Secy, Treas, 100% - Ward 1 (Moncrief)
8. Approval of Change of Business Name for a Tavern License and a Restricted Gaming License for 15 slots, Westcliff Restaurants, LLC, dba From: Doc Holliday's Saloon, To: Bounty Hunter, 8450 Westcliff Drive, Michael A. Saltman, Mmbr, 91%, Saltman Family Gaming Trust, Mmbr, 9% - Ward 2 (L.B. McDonald)
9. Approval of Change of Business Name for a Tavern License and a Restricted Gaming License for 15 slots, Valley View Restaurants, LLC, dba From: Doc Holliday's Saloon, To: Bounty Hunter, 3540 West Sahara Avenue, Suite E-1, Michael A. Saltman, Mmbr, 91%, Saltman Family Gaming Trust, 9% - Ward 1 (Moncrief)
10. Approval of a new Restricted Gaming License for 5 slots subject to approval by the Nevada Gaming Commission, Haresh P. Advani, dba 7-Eleven Food Store #29666B, 5700 West Charleston Boulevard, Haresh P. Advani, 100% - Ward 1 (Moncrief)

**FINANCE & BUSINESS SERVICES DEPARTMENT - CONSENT**

11. Approval of a new Slot Route Operator Space Lease Location Restricted Gaming License for 5 slots subject to approval by the Nevada Gaming Commission, Green Valley Gaming, Inc., db at Oakey Discount Market, 1616 Las Vegas Boulevard South - Ward 1 (Moncrief)
12. Approval of a new Martial Arts Instruction Business License, Shaolin Kung Fu, LLC, dba Shaolin Kung Fu, 3116 North Rainbow Boulevard, Rebecca A. P. Kern, Mmbr, 50%, Tyson J. Kern, Mgr, 50% - Ward 6 (Mack)
13. Approval of a new Massage Establishment subject to the provisions of the fire codes, Kaiser & Associates, Inc., dba Mosaic Salon and Spa, 8320 West Sahara Avenue, Suites 110, 120 and 130, Thomas E. Kaiser, Jr., Dir, Pres, Treas, 50%, Michelle S. Kaiser, Secy, 50% - Ward 1 (Moncrief)
14. Approval of a new Class II Secondhand Dealer License and Auctioneer License, David J. Balsom, dba Auction World, 4535 West Sahara Avenue, Suite 114, David J. Balsom, 100% - Ward 1 (Moncrief)
15. Approval of revision number two to purchase order 215525 for Microcomputer Systems, Equipment and Software - Department of Information Technologies - Award to: TECHNOLOGY INTEGRATION GROUP (\$300,000 - Various Funds)
16. Approval of award of Contract No. 030352-LW, ROAM-IT Software and Support and Maintenance - Department of Fire and Rescue - Award recommended to: ROAM-IT, INC. (\$175,000 - Capital Projects Fund)
17. Approval of award of Bid Number 040075-DAR, Mid-Size Tractor Mowers and Trailers - Department of Field Operations - Award recommended to: SIMPSON NORTON (\$120,246 - Internal Service Fund)
18. Approval of issuance of a purchase order for an annual requirements contract for Elgin, Vactor and Athey/Mobile OEM parts and service - Department of Field Operations - Award recommended to: HAAKER EQUIPMENT CO. (Estimated annual amount of \$100,000 - Internal Service Fund)
19. Approval of revision number two to purchase order 215962 for an annual requirements contract for fitness equipment - Various Departments - Award to: AFP INTERNATIONAL (\$48,000 - General Fund)
20. Approval of issuance of a purchase order for a climbing wall to be installed at the Charleston Heights Neighborhood Preservation Park - Department of Field Operations - Award recommended to: MIRACLE PLAYGROUND SALES (\$36,530 - Capital Projects Fund) - Ward 1 (Moncrief)

**FIRE AND RESCUE DEPARTMENT - CONSENT**

21. Approval of an Interlocal Agreement between the City of Las Vegas and Clark County for the receipt of federal homeland security grant funds in the amount of \$1,214,804.74 - All Wards
22. Approval of an Interlocal Agreement between the State of Nevada and Las Vegas Fire & Rescue regarding destructive training on Department of Transportation properties - All Wards
23. Approval of an Interlocal Agreement between the City of Las Vegas and Clark County for the temporary transfer of one (1) TRP-1000 interoperable radio communications device - All Wards

**HUMAN RESOURCES DEPARTMENT - CONSENT**

24. Approval to create one full time Structural Plans Examiner position (\$80,000 - Enterprise Fund)

**LEISURE SERVICES DEPARTMENT - CONSENT**

25. Approval of the Child and Adult Care Food Program Agreement between the Nevada Department of Education and the City of Las Vegas Department of Leisure Services for reimbursement to the City of Las Vegas for eligible after-school snacks purchased, and to give Stacy Noland, Department of Leisure Services employee, the authority to execute this agreement - All Wards
26. Approval of Interlocal Contract between the State of Nevada and the City of Las Vegas Department of Leisure Services for operation of the grant funded Family Resource Center at Stupak Community Center (\$3,121.81/10% cash match - Grant Award/General Fund) - Ward 1 (Moncrief)

**NEIGHBORHOOD SERVICES DEPARTMENT - CONSENT**

27. Approval of a Deferred Loan Agreement expending a total of \$32,974.80 of Community Development Block Grant (CDBG) funds for housing rehabilitation activities at 2212 West Washington Avenue - Ward 5 (Weekly)
28. Approval of a Deferred Loan Agreement expending \$25,971 Community Development Block Grant (CDBG) funds for housing rehabilitation activities at 1412 Bridger Avenue - Ward 5 (Weekly)
29. Approval of an allocation of \$23,694 Community Development Block Grant funds to Agassi Boys & Girls Club for gymnasium refinishing and carpet replacement at 800 North Martin Luther King Boulevard - Ward 5 (Weekly)

**PLANNING & DEVELOPMENT DEPARTMENT - CONSENT**

30. Approval of action to add a project to the list of projects (Crossroads Commons and the Desert Living Center Gardens at the Las Vegas Springs Preserve) for nomination for funding from the Special Account established through the sale of Bureau of Land Management (BLM) lands in accordance with the Southern Nevada Public Lands Management Act - Ward 1 (Moncrief)
31. Approval of the Regional Growth Summit Report submitted by the consulting firm Parametrix - All Wards

**PUBLIC WORKS DEPARTMENT - CONSENT**

32. Approval of a Grant of Easement with Nevada Power Company for a portion of the Southeast Quarter of Section 25, Township 20 South, Range 61 East, Mount Diablo Meridian for an electrical easement to service the East Yard Transfer Station located on the northeast corner of Bonanza Road and Mojave Road, APN 139-25-802-006 - Ward 3 (Reese)
33. Approval of a Declaration of Utilization from the Bureau of Land Management for a portion of the Northeast Quarter of Section 5, Township 20 South, Range 60 East, Mount Diablo Meridian, for drainage purposes located approximately 300 feet east of the El Capitan Way alignment and approximately 300 feet north of Craig Road, APN 138-05-601-017 - County
34. Approval of Supplemental No. 2 to the Interlocal Cooperative Agreement between Clark County and the City of Las Vegas to add to the scope for portions of the Western and Northern Segments of the Las Vegas Beltway, West Charleston Boulevard to US Route 95 and US Route 95 to Decatur Boulevard for construction of traffic signals at the Beltway ramps at El Capitan Way - Ward 6 (Mack) and County
35. Approval of Third Supplemental Interlocal Contract LAS.16.B.99 Rancho Road System/Centennial Parkway to Rancho Detention Basin (US 95 Channel) between the City of Las Vegas and the Clark County Regional Flood Control District to extend the date of completion - Ward 6 (Mack)
36. Approval of Third Supplemental Interlocal Contract LAS.16.C.99 Rancho Road System/Centennial Parkway to Rancho Detention Basin between the City of Las Vegas and the Clark County Regional Flood Control District to extend the date of completion - Ward 6 (Mack)



**PUBLIC WORKS DEPARTMENT - CONSENT**

37. Approval of Fourth Supplemental Interlocal Contract LAS.10.R.00 Gowan North - Buffalo Branch (Cheyenne Avenue to Lone Mountain Road) between the City of Las Vegas and the Clark County Regional Flood Control District to increase construction funding (\$100,000 - Clark County Regional Flood Control District) - Ward 4 (Brown)
38. Approval of Second Supplemental Interlocal Contract #386b for Alexander Road, US-95 to Rancho Drive between the City of Las Vegas, Clark County and the Regional Transportation Commission of Southern Nevada to revise the scope of the project from Alexander Road, Durango Drive to Rancho Drive to Alexander Road, US-95 to Rancho Drive - Ward 6 (Mack)
39. Approval of Interlocal Contract #448 for 2003-2004 Traffic Capacity and Safety Improvement Projects between the City of Las Vegas, Clark County, City of North Las Vegas, City of Henderson, and the Regional Transportation Commission of Southern Nevada (\$2,290,000 - Regional Transportation Commission of Southern Nevada) - All Wards
40. Approval of an Encroachment Request from Beazer Homes Holdings Corporation, owner (northeast corner of Alexander Road and Cliff Shadows Parkway) - Ward 4 (Brown)
41. Approval of a Sewer Connection and Interlocal Contract with Clark County Water Reclamation District - Michael Lee Scott, owner (north of Lone Mountain Road, west of Pioneer Way, APN 125-34-410-039) - County (near Ward 6-Mack)
42. Approval of a Sewer Connection and Interlocal Contract with Clark County Water Reclamation District - Affleck Enterprises on behalf of Park Trails Estates, LLC owner (southeast corner of Red Coach Avenue and Riley Street, APN 138-05-601-003 thru 005, 008, and 025 thru 032) - County (near Ward 4 - Brown)
43. Approval of an Encroachment Request from Alpha Engineering on behalf of D. R. Horton, Incorporated, owner (southwest corner of Campbell Road and Elkhorn Road) - Ward 6 (Mack)
44. Approval of an Encroachment Request from Sharienne Dotson on behalf of KB Home Nevada, Incorporated, owner (southeast corner of Severance Lane and Fort Apache Road) - Ward 6 (Mack)
45. Approval of a Sewer Connection and Interlocal Contract with Clark County Water Reclamation District - Taney Engineering on behalf of RAA, LLC, owner (southwest corner of Fort Apache Road and Azure Drive, APN 125-30-601-012) - County (near Ward 4 - Brown)
46. Approval of a Sewer Connection and Interlocal Contract with Clark County Water Reclamation District - Richard and Jean V. Dart and Richard W. and La Donna Dart, owners (northwest corner of Tropical Parkway and Dapple Gray Road, APN 125-29-201-023) - County (near Ward 6 - Mack)
47. Approval of a First Amendment to the Architectural Design Services Agreement with JVC Associates Inc. for design services to enlarge the new Records and Archival Materials Storage Facility from 11,000 square feet to 25,000 square feet located near the southeast corner of Buffalo Drive and Sauer Drive (\$94,350 - Capital Improvement Projects Fund) - Ward 4 (Brown)
48. Approval of a Professional Services Agreement with Lucchesi, Galati Architects, Inc. for the design services of Centennial Hills Leisure Center located at Buffalo Drive and Deer Springs Way (\$2,395,500 - 1999 Recreation Bonds and Deer Springs Park Phase II Fund Balance Carryover) - Ward 6 (Mack)
49. Approval of a Designated Services Agreement with Geotechnical and Environmental Services, Inc. for special inspection and material testing for Washington Buffalo Park Phase 1A and 1B located at Washington Avenue and Buffalo Drive (\$207,000 - Parks Capital Improvement Project Fund) - Ward 4 (Brown)

**RESOLUTIONS - CONSENT**

50. R-152-2003 - Approval of a Resolution directing the City Treasurer to prepare the Seventy-Seventh Assessment Lien Apportionment Report for Special Improvement District No. 707 - Summerlin Area (Levy Assessments) - Ward 2 (L.B. McDonald)
51. R-153-2003 - Approval of a Resolution approving the Seventy-Seventh Assessment Lien Apportionment Report for Special Improvement District No. 707 - Summerlin Area (Levy Assessments) - Ward 2 (L.B. McDonald)
52. R-154-2003 - Approval of a Resolution directing the City Treasurer to prepare the Forty-Eighth Assessment Lien Apportionment Report for Special Improvement District No. 808 - Summerlin Area (Levy Assessments) - Ward 2 (L.B. McDonald)
53. R-155-2003 - Approval of a Resolution approving the Forty-Eighth Assessment Lien Apportionment Report for Special Improvement District No. 808 - Summerlin Area (Levy Assessments) - Ward 2 (L.B. McDonald)
54. R-156-2003 - Approval of a Resolution directing the City Treasurer to prepare the Forty-Ninth Assessment Lien Apportionment Report for Special Improvement District No. 808 - Summerlin Area (Levy Assessments) - Ward 2 (L.B. McDonald)
55. R-157-2003 - Approval of a Resolution approving the Forty-Ninth Assessment Lien Apportionment Report for Special Improvement District No. 808 - Summerlin Area (Levy Assessments) - Ward 2 (L.B. McDonald)
56. R-158-2003 - Approval of a Resolution directing the City Treasurer to prepare the Fiftieth Assessment Lien Apportionment Report for Special Improvement District No. 808 - Summerlin Area (Levy Assessments) - Ward 2 (L.B. McDonald)
57. R-159-2003 - Approval of a Resolution approving the Fiftieth Assessment Lien Apportionment Report for Special Improvement District No. 808 - Summerlin Area (Levy Assessments) - Ward 2 (L.B. McDonald)
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**REAL ESTATE COMMITTEE - CONSENT**

59. Approval of an Easement and Rights-of-Way between the City of Las Vegas and Southwest Desert Equities, LLC, for Ingress and Egress Purposes over land located at Hualapai Way and Alexander Road, a portion of APN 138-07-103-001 - Ward 4 (Brown)
60. Approval of an Easement and Rights-of-Way between the City of Las Vegas and SDMI Northwest, LLC, for Ingress and Egress Purposes over land located near Peak Drive next to the Las Vegas Technology Center, APN 138-15-302-001 - Ward 4 (Brown)
61. Approval authorizing staff to enter into negotiations with the Clark County School District for approximately 5 acres of land located at Bradley Road and El Campo Grande Avenue, APN 125-25-302-001 - Ward 6 (Mack)
62. Approval of a Lease Agreement between the City of Las Vegas and World Class West Painted Surfaces located at 1951 Stella Lake Street, commonly known as the Las Vegas Business Center (\$31,536 revenue/36 months-Las Vegas Business Center Operations Fund) - Ward 5 (Weekly)
63. Approval of the First Amendment to Lease Agreement with U.S. Bank National Association for retail space in the Stewart Avenue Garage located at 261 Las Vegas Boulevard North, APN 139-34-510-045 (\$14,897.03 - Parking Fund-Stewart Avenue Parking Garage) - Ward 5 (Weekly)

**REAL ESTATE COMMITTEE – CONSENT**

64. Approval of the Lease Agreement with Port of Subs, Inc. for retail space in the Stewart Avenue Garage located at 261 Las Vegas Boulevard North, APN 139-34-510-045) - Ward 5 (Weekly)
65. Approval of the Second Amendment to the Agreement and Memorandum of Understanding between the City and Las Vegas Technology Center Owners Association as they relate to the possible sale of the open space common areas (totaling approximately 7.42 acres) in the Las Vegas Technology Center, APNs 138-15-710-028 and 138-15-810-019) - Ward 4 (Brown)
66. Approval of a Grant Deed from the City Parkway IV A, Inc. to the City of Las Vegas dedicating approximately 2,338 square feet for Right-of-Way for a right turn lane on Grand Central Parkway at "F" Street, APN 139-27-410-002 - Ward 5 (Weekly)

**DISCUSSION / ACTION ITEMS****ADMINISTRATIVE - DISCUSSION**

67. Discussion and possible action authorizing staff to conduct negotiations with the Nevada Division of Lands regarding the transfer of Floyd Lamb State Park, located south of Moccasin Road and north of Grand Teton, to the City of Las Vegas - Ward 6 (Mack)

**BUSINESS DEVELOPMENT - DISCUSSION**

68. Report regarding the United States Postal Service proposed relocation of the Post Office from the historic Federal Post Office at 301 Stewart Avenue (APN #139-34-501-006) to a new site to be selected in the downtown area; to include information on how the public can comment on aforementioned proposed relocation - Ward 5 (Weekly)

**CITY ATTORNEY - DISCUSSION**

69. Discussion and possible action on Appeal of Work Card Denial: Melinda (Mindy) Lou George, 6409 1/2 Alisha Circle, Las Vegas, Nevada 89130
70. Discussion and possible action on Appeal of Work Card Denial: Patricia Lynn Dioguardi, 1148 June Avenue, Las Vegas, Nevada 89104
71. Discussion and possible action on Appeal of Work Card Denial: Loretta Lynn Carr, 5542 Adrian Circle, Las Vegas, Nevada 89122
72. ABEYANCE ITEM - Hearing, discussion and possible action regarding complaint seeking disciplinary action against Li Sheng Zhang d/b/a Joyful Massage Therapy, 2009 Paradise Road, Las Vegas, Clark County, Nevada, for violations of Title 6 of the Las Vegas Municipal Code - Ward 3 (Reese)
73. Discussion and possible action regarding Complaint seeking disciplinary action against La Fuente, Inc., d/b/a Cheetah's, 2112 Western Avenue, Las Vegas, Clark County, Nevada, for violations of Title 6 of the Las Vegas Municipal Code - Ward 1 (Moncrief)
74. Discussion and possible action regarding Complaint seeking disciplinary action against MDG, Inc., d/b/a Blue Heaven Bar, 2025 East Charleston Boulevard, Las Vegas, Clark County, Nevada, for violations of Title 6 of the Las Vegas Municipal Code - Ward 3 (Reese)

**FINANCE & BUSINESS SERVICES DEPARTMENT - DISCUSSION**

75. Discussion and possible action regarding Temporary Approval of a new Beer/Wine/Cooler On-sale License subject to the provisions of the planning codes, Lizbeth Josefina Castillo, dba Los Manguitos Restaurant, 1510 Las Vegas Boulevard South, Lizbeth J. Castillo, 100% - Ward 1 (Moncrief)
76. Discussion and possible action regarding Temporary Approval of Change of Ownership for a Beer/Wine/Cooler Off-sale License subject to the provisions of the fire codes and Health Dept. regulations, From: Craig Knudson/John Hurley, Craig C. Knudson, Ptnr, 50%, John F. Hurley, Ptnr, 50%, To: Orchard Street Market, Inc., dba Orchard Street Market, 9436 West Lake Mead Boulevard, Suite 8, Brian G. Spraker, Dir, Pres, 50%, Jean M. Spraker, Dir, Secy, Treas, 50% - Ward 4 (Brown)
77. Discussion and possible action regarding Temporary Approval of a new Psychic Art and Science License subject to the provisions of the fire codes, Harry W. Kindness III, dba Harry W. Kindness III, 6848 West Charleston Boulevard, Harry W. Kindness, III, 100% - Ward 1 (Moncrief)
78. Discussion and possible action regarding a new Class II Secondhand Dealer License subject to the provisions of the planning codes, Gamestop, Inc., dba Gamestop #1709, 947 South Rainbow Boulevard, David A. Benjamin, District Mgr [NOTE: Item to be heard in the afternoon session in conjunction with Item #150 - SUP-2985] - Ward 1 (Moncrief)
79. Discussion and possible action regarding a new Class II Secondhand Dealer License subject to the provisions of the planning codes, Gamestop, Inc., dba Gamestop #457, 4750 West Sahara Avenue, Suite 1, David A. Benjamin, District Mgr [NOTE: Item to be heard in the afternoon session in conjunction with Item #151 - SUP-2987] - Ward 1 (Moncrief)
80. Discussion and possible action regarding a new Class II Secondhand Dealer License subject to the provisions of the planning codes, Gamestop, Inc., dba Gamestop #867, 4530 Meadows Lane, Suite C-2, David A. Benjamin, District Mgr [NOTE: Item to be heard in the afternoon session in conjunction with Item #149 - SUP-2984] - Ward 1 (Moncrief)
81. Discussion and possible action regarding a new Class II Secondhand Dealer License subject to the provisions of the planning codes, Gamestop, Inc., dba Gamestop #1702, 161 North Nellis Boulevard, David A. Benjamin, District Mgr [NOTE: Item to be heard in the afternoon session in conjunction with Item #152 - SUP-2988] - Ward 3 (Reese)
82. Discussion and possible action regarding a new Class II Secondhand Dealer License subject to the provisions of the planning codes, Gamestop, Inc., dba Gamestop #495, 3115 North Rainbow Boulevard, David A. Benjamin, District Mgr [NOTE: Item to be heard in the afternoon session in conjunction with Item #148 - SUP-2983] - Ward 3 (Reese)

**LEISURE SERVICES DEPARTMENT - DISCUSSION**

83. Discussion and possible action on an agreement between the Greater Las Vegas After-School All-Stars (formerly Greater Las Vegas Inner City Games) and the City of Las Vegas - All Wards

**MUNICIPAL COURT - DISCUSSION**

84. Discussion and possible action regarding a grant funded Office Specialist II position and matching funding pursuant to Municipal Court's subgrant 2003-VAWG-43 from Violence Against Women Act (VAWA) in the amount of \$35,900 (\$11,967 City matching funds for a total of \$47,867)

**RESOLUTIONS - DISCUSSION**

85. R-161-2003 - Discussion and possible action regarding a Resolution consenting to the undertakings of the City of Las Vegas Redevelopment Agency in connection with the Disposition and Development Agreement (DDA) with SCE-Bulldog, LLC, for the purchase and development of 0.94 acres of real property located at the southeast corner of Las Vegas Boulevard and Clark Avenue, APN 139-34-310-061, -062, -063, -076 & -710-001- (Gain of \$1,200,000) - Ward 1 (Moncrief) [NOTE: This item is related to Redevelopment Agency Item #2 (RA-5-2003) and to Redevelopment Agency Item #3]

**BOARDS & COMMISSIONS - DISCUSSION**

86. ANIMAL ADVISORY COMMITTEE – Gretchen Stone, Term Expiration 4-3-2004 (Resigned)
87. PARK & RECREATION ADVISORY COMMISSION – Patrick Trout, Term Expiration 12-12-2003 (Resigned)
88. Appointment and reappointment of Members to the Community Development Recommending Board
89. Discussion and possible action to amend the By-Laws for the Youth Neighborhood Association Partnership Program (YNAPP) Grant Review Board to change the Board Appointment date from January 21 of each year to a date to be determined by the City of Las Vegas
90. PLANNING COMMISSION – Craig Galati, Term Expiration 6-2005 (Resigned)

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

91. Bill No. 2003-79 – Establishes zoning requirements for facilities that provide testing, treatment, or counseling for drug or alcohol abuse or for sex offenses, and updates zoning provisions regarding similar and related uses. Proposed by: Robert S. Genzer, Director of Planning and Development
92. Bill No. 2003-80 – Updates enforcement measures and remedies regarding abandoned and inoperable vehicles that are left on private property under certain circumstances. Sponsored by: Councilwoman Janet Moncrief

**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, EXCEPT THOSE ITEMS WHICH MAY BE STRICKEN OR TABLED. PUBLIC TESTIMONY TAKES PLACE AT THE RECOMMENDING COMMITTEE MEETING HELD FOR THAT PURPOSE.**

93. Bill No. 2003-77 – Amends child care facility and personnel licensing provisions, and increases the membership of the City Child Care Licensing Board. Proposed by: Mark Vincent, Director of Finance and Business Services
94. Bill No. 2003-83 – Adopts the 2003 Editions of the International Building Code and the International Residential Code, together with amendments thereto. Proposed by: Paul K. Wilkins, Director of Building and Safety
95. Bill No. 2003-84 – Amends the City's version of the Uniform Administrative Code to adapt it to the City's adoption of the International Building Code and International Residential Code as the City's Building Code. Proposed by: Paul K. Wilkins, Director of Building and Safety
96. Bill No. 2003-85 – Adjusts the building height, lot coverage, and on-site parking requirements and limitations applicable to senior citizen apartments, and adjusts the lot coverage limitations applicable to certain mixed-use developments that include a residential component. Proposed by: Robert S. Genzer, Director of Planning and Development
97. Bill No. 2003-86 – Makes minor corrections to the maps that depict the boundaries of the downtown area as described in the Downtown Las Vegas Centennial Plan, the Las Vegas 2020 Master Plan, and the Downtown Overlay District. Proposed by: Robert S. Genzer, Director of Planning and Development
98. Bill No. 2003-87 – Requires all massage therapists and independent massage therapists to have their business licenses on their persons while performing massages, and changes the qualifying criteria for such licensing. Proposed by Mark Vincent, Director of Finance and Business Services
99. Bill No. 2003-88 – Interim warrant ordinance providing for the issuance of a General Obligation Interim Warrant for Special Improvement District No. 1502 (Grand Montecito Parkway) not to exceed \$6,000,000 - Ward 6 (Mack)
100. Bill No. 2003-90 – Amends Ordinance No. 5616, pertaining to drought conservation measures, to adjust the exemption provisions relating to the prohibition of fountains and water features. Proposed by: Douglas Selby, City Manager

## 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, EXCEPT THOSE ITEMS WHICH MAY BE STRICKEN OR TABLED. PUBLIC TESTIMONY TAKES PLACE AT THE RECOMMENDING COMMITTEE MEETING HELD FOR THAT PURPOSE.**

101. Bill No. 2003-91 – Increases sewer connection and user service fees by forty percent over two years and institutes a new five percent assessment on sewer users for the City's use, improvement and maintenance of its rights-of-way utilized to provide sewer services. Proposed by Mark Vincent, Director of Finance and Business Services

## 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 OR THOSE ITEMS TO BE STRICKEN OR TABLED.**

102. Bill No. 2003-92 – Annexation No. ANX-2874 – Property location: On the west side of Rainbow Boulevard, 315 feet south of Red Coach Avenue; Petitioned by: John P. Neal, et al.; Acreage: 5.25 acres; Zoned: R-E (County zoning), R-E and U (O) (City equivalents). Sponsored by: Councilman Michael Mack
103. Bill No. 2003-93 – Readopts LVMC 10.02.010 to make all State misdemeanors likewise City misdemeanors. Proposed by: Bradford R. Jerbic, City Attorney
104. Bill No. 2003-94 – Establishes a traffic signal impact fee program for the City pursuant to State law. Proposed by: Richard D. Goecke, Director of Public Works
105. Bill No. 2003-95 – Expands the types of uses that are permitted in the C-V Zoning District by means of special use permit. Proposed by: Robert S. Genzer, Director of Planning and Development
106. Bill No. 2003-96 – Amends Ordinance No. 5569, pertaining to Annexation Case A-0038-02(A), to correct the listing of the City zoning designations for two development parcels. Proposed by: Robert S. Genzer, Director of Planning and Development
107. Bill No. 2003-97 – Ordinance Creating Special Improvement District No. 1493 - Hualapai Way/Alexander Road  
Sponsored by: Step Requirement
108. Bill No. 2003-98 – Ordinance Creating Special Improvement District No. 1501 – Downtown Street Rehabilitation Phase III  
Sponsored by: Step Requirement

## 1:00 P.M. - AFTERNOON SESSION

109. Any items from the afternoon session that the Council, staff and/or the applicant wish to be stricken or held in abeyance to a future meeting may be brought forward and acted upon at this time

## 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.**

110. EXTENSION OF TIME - VARIANCE - EOT-2894 - CITY OF LAS VEGAS HOUSING AUTHORITY - Request for an Extension of Time of an approved Variance (V-0032-00) which allowed a reduction in the minimum lot size for a single family attached development on 8.88 acres adjacent to the northeast corner of 28th Street and Sunrise Avenue (APN: 139-36-303-003), R-2 (Medium-Low Density Residential) Zone, Ward 3 (Reese). The Planning Commission (6-0-1 vote) and staff recommend APPROVAL
111. EXTENSION OF TIME RELATED TO EOT-2894 - VARIANCE - EOT-2895 - CITY OF LAS VEGAS HOUSING AUTHORITY - Request for an Extension of Time of an approved Variance (V-0034-00) which allowed a reduction in the required setbacks for a single family attached development on 8.88 acres adjacent to the northeast corner of 28th Street and Sunrise Avenue (APN: 139-36-303-003), R-2 (Medium-Low Density Residential) Zone, Ward 3 (Reese). The Planning Commission (6-0-1 vote) and staff recommend APPROVAL
112. EXTENSION OF TIME - SPECIAL USE PERMIT - EOT-2866 - ETHEL-WILLIA, INC. ON BEHALF OF SMART START DAY CARE FACILITY - Request for an Extension of Time of an approved Special Use Permit (U-0087-01) for a proposed commercial child care facility at 1260 West Owens Avenue (APN: 139-21-804-009), R-3 (Medium Density Residential) Zone, Ward 5 (Weekly). The Planning Commission (7-0 vote) and staff recommend APPROVAL
113. EXTENSION OF TIME RELATED TO EOT-2866 - SITE DEVELOPMENT PLAN REVIEW - EOT-2865 - ETHEL-WILLIA, INC. ON BEHALF OF SMART START DAY CARE FACILITY - Request for an Extension of Time of an approved Site Development Plan Review (SD-0028-01) and a reduction in the amount of required perimeter landscaping for a proposed 4,000 square foot expansion of an existing child care facility at 1260 West Owens Avenue (APN: 139-21-804-009), R-3 (Medium Density Residential) Zone, Ward 5 (Weekly). The Planning Commission (7-0 vote) and staff recommend APPROVAL
114. EXTENSION OF TIME - REZONING - EOT-2925 - STEVE KABOLI - Request for an Extension of Time on an approved Rezoning (Z-0040-01) FROM: U (Undeveloped) Zone [SC (Service Commercial) General Plan Designation] TO: C-1 (Limited Commercial) Zone on 1.5 acres adjacent to the northeast corner of Vegas Drive and Leonard Lane (APN: 138-24-803-028), Ward 5 (Weekly). The Planning Commission (7-0 vote) and staff recommend APPROVAL
115. EXTENSION OF TIME RELATED TO EOT-2925 - VARIANCE - EOT-2927 - STEVE KABOLI - Request for an Extension of Time on an approved Variance (V-0043-01) TO ALLOW A PROPOSED BUILDING TO BE 30 FEET FROM THE NORTH PROPERTY LINE WHERE THE RESIDENTIAL ADJACENCY STANDARDS REQUIRE A MINIMUM SETBACK OF 105 FEET on 1.5 acres adjacent to the northeast corner of Vegas Drive and Leonard Lane (APN: 138-24-803-028), U (Undeveloped) Zone [SC (Service Commercial) General Plan Designation] under Resolution of Intent to C-1 (Limited Commercial) Zone, Ward 5 (Weekly). The Planning Commission (7-0 vote) and staff recommend APPROVAL
116. EXTENSION OF TIME RELATED TO EOT-2925 AND EOT-2927 - SITE DEVELOPMENT PLAN REVIEW - EOT-2926 - STEVE KABOLI - Request for an Extension of Time on an approved Site Development Plan Review [Z-0040-01(1)] FOR A PROPOSED 12,000 SQUARE FOOT BOXING TRAINING CENTER on 1.5 acres adjacent to the northeast corner of Vegas Drive and Leonard Lane (APN: 138-24-803-028), U (Undeveloped) Zone [SC (Service Commercial) General Plan Designation] under Resolution of Intent to C-1 (Limited Commercial) Zone, Ward 5 (Weekly). The Planning Commission (7-0 vote) and staff recommend APPROVAL
117. REINSTATEMENT AND EXTENSION OF TIME - SPECIAL USE PERMIT AND SITE DEVELOPMENT PLAN REVIEW - EOT-2982 - CITY OF LAS VEGAS ON BEHALF OF LAS VEGAS ELKS LODGE #1468 BPOE - Request for a Reinstatement and Extension of Time for an approved Special Use Permit and Site Development Plan Review (U-0121-00) FOR A PROPOSED RECREATIONAL VEHICLE PARKING LOT at 4130 West Charleston Boulevard (APN: 139-31-801-007), C-1 (Limited Commercial) Zone, Ward 1 (Moncrief). The Planning Commission (7-0 vote) and staff recommend APPROVAL

## PLANNING & DEVELOPMENT DEPARTMENT – DISCUSSION

118. SITE DEVELOPMENT PLAN REVIEW - SDR-3088 - JOSEPH SCALA - Appeal filed by Swisher & Hall from the Denial by the Planning Commission of an Appeal filed by Joseph Scala from the denial by the Director of the Planning and Development Department of a request for an Administrative Site Development Plan Review TO ALLOW EXISTING VEHICLE DISPLAY PADS WITHIN THE REQUIRED LANDSCAPING BUFFER AND TO ALLOW BLADE SIGNS ON EXISTING LIGHT POLES on property located at 6401 Centennial Center Boulevard (APN: 125-28-110-005), T-C (Town Center) Zone [GC-TC (General Commercial - Town Center) Land Use Designation], Ward 6 (Mack). (NOTE: The Planning Commission (5-2 vote) approved the portion of this application to allow blade signs on existing light poles which was Final Action.) Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends DENIAL of the portion of this application to allow existing vehicle display pads within the required landscaping buffer
119. REVIEW OF CONDITION - PUBLIC HEARING - ROC-2916 - PARDEE HOMES OF NEVADA - Request for a Review of Condition No. 4 of an approved Site Development Plan Review [Z-0033-01(1) and Z-0034-01(1)] to modify the rear setback to allow a 7 foot rear setback for lots adjacent to cul-de-sac bulbs and to allow 10 feet for all other lots where 15 feet is required on 50.08 acres adjacent to the east and west sides of Tee Pee Lane, between Farm Road and Solar Avenue (APN: Multiple), U (Undeveloped) Zone [L -TC (Low Density Residential - Town Center) General Plan Designation] under Resolution of Intent to T-C (Town Center) and U (Undeveloped) Zone [L (Low Density Residential) General Plan Designation] under Resolution of Intent to R-PD5 (Residential Planned Development - 5 Units Per Acre), Ward 6 (Mack). The Planning Commission (7-0 vote) and staff recommend APPROVAL
120. REVIEW OF CONDITION - PUBLIC HEARING - ROC-2917 - PARDEE HOMES OF NEVADA - Request for a Review of Condition No. 2 of an approved Site Development Plan Review (SDR-1104) to modify the rear setback to allow a 7 foot rear setback for lots adjacent to cul-de-sac bulbs and to allow 10 feet for all other lots where 15 feet is required on approximately 15.01 acres adjacent to the northwest corner of Dorrell Lane and Fort Apache Road (APN: 125-19-501-017, 018 and 019), U (Undeveloped) Zone [L-TC (Low Density Residential - Town Center) General Plan Designation] under Resolution of Intent to T-C (Town Center) and T-C (Town Center) Zone, Ward 6 (Mack). The Planning Commission (7-0 vote) and staff recommend APPROVAL
121. REVIEW OF CONDITION - PUBLIC HEARING - ROC-2979 - MONTECITO COMPANIES ON BEHALF OF CENTENNIAL 95, LIMITED PARTNERSHIP - Request for a Review of Condition Nos. 1 and 2 of an approved Vacation (VAC-0012-01) of portions of Regena Avenue and Monte Cristo Way, which required a 10-foot easement for Nevada Power Company and required a Clark County Vacation to record concurrently with this Vacation request, Ward 6 (Mack). The Planning Commission (6-0-1 vote) and staff recommend APPROVAL
122. MASTER SIGN PLAN - PUBLIC HEARING - MSP-2881 - JONES MEDIA, INC. ON BEHALF OF SANTA FE STATION, INC. - Request for a Master Sign Plan to add additional signs to an existing hotel/casino (Santa Fe Station) at 4949 North Rancho Drive (APN: 125-34-801-001), C-2 (General Commercial) Zone, Ward 6 (Mack). The Planning Commission (6-1 vote) and staff recommend DENIAL
123. WAIVER OF TITLE 18 - PUBLIC HEARING - WVR-2899 - NEVADA HOMES GROUP ON BEHALF OF DAY STAR VENTURES, LIMITED LIABILITY COMPANY - Request for a waiver to Title 18.12.160 to allow 187.5 feet between street intersections where 220 feet is the minimum distance separation required adjacent to the east side of Durango Drive, approximately 340 feet north of Grand Teton Drive (APN: 125-09-401-005, 013 and 014), U (Undeveloped) Zone [PCD (Planned Community Development) General Plan Designation] under Resolution of Intent to R-PD6 (Residential Planned Development - 6 Units Per Acre)], Ward 6 (Mack). The Planning Commission (7-0 vote) and staff recommend APPROVAL
124. VACATION - PUBLIC HEARING - VAC-2838 - CONCORDIA HOMES OF NEVADA, INC. - Petition to Vacate U.S. Government Patent Reservations generally located south of Deer Springs Way, west of El Capitan Way, Ward 6 (Mack). The Planning Commission (7-0 vote) and staff recommend APPROVAL
125. VACATION - PUBLIC HEARING - VAC-2878 - HDB, LIMITED LIABILITY COMPANY - Request for a Petition to Vacate a portion of Canyon Run Drive approximately 2,000 feet west of Rampart Boulevard, Ward 2 (L.B. McDonald). The Planning Commission (7-0 vote) and staff recommend APPROVAL



## PLANNING & DEVELOPMENT DEPARTMENT – DISCUSSION

- 126.VACATION - PUBLIC HEARING - VAC-2887 - KB HOME NEVADA, INC. - Petition to Vacate U.S. Government Patent Easements generally located south of Gilmore Avenue, east of Ashling Street, and west of Ocean Waters Street, Ward 4 (Brown). The Planning Commission (7-0 vote) and staff recommend APPROVAL
- 127.VACATION - PUBLIC HEARING - VAC-2940 - NEVADA HOMES ON BEHALF OF DAY STAR VENTURES, LIMITED LIABILITY COMPANY - Petition to Vacate U.S. Government Patent Easements generally located adjacent to the south side of Alexander Road, east of Fort Apache Road, Ward 4 (Brown). The Planning Commission (7-0 vote) and staff recommend APPROVAL
- 128.VACATION - PUBLIC HEARING - VAC-2942 - PARADISE DEVELOPMENT ON BEHALF OF CITY PARKWAY IV A, INCORPORATED - Petition to Vacate a ten-foot wide portion of a drainage easement generally located adjacent to the northeast corner of Grand Central Parkway and "F" Street, Ward 5 (Weekly). The Planning Commission (6-0-1 vote) and staff recommend APPROVAL
- 129.VACATION - PUBLIC HEARING - VAC-2948 - CENTENNIAL & DURANGO, LIMITED LIABILITY COMPANY - Petition to Vacate a portion of Durango Drive between Centennial Parkway and Darling Road, Ward 6 (Mack). The Planning Commission (6-0-1 vote) and staff recommend APPROVAL
- 130.VARIANCE - PUBLIC HEARING - VAR-2901 - LODGE YMCA ASSOCIATION OF LAS VEGAS - Request for a Variance to allow 319 parking spaces where 409 parking spaces are required for an expansion of an existing YMCA facility at 4141 Meadows Lane (APN: 139-31-601-001), C-1 (Limited Commercial) Zone, Ward 1 (Moncrief). The Planning Commission (6-0-1 vote) and staff recommend APPROVAL
- 131.SITE DEVELOPMENT PLAN REVIEW RELATED TO VAR-2901 - PUBLIC HEARING - SDR-2900 - LODGE YMCA ASSOCIATION OF LAS VEGAS - Request for a Site Development Plan Review for a new aquatic center, running track, playground, a 750 square foot addition to the existing building, and parking lot at 4141 Meadows Lane (APN: 139-31-601-001), C-1 (Limited Commercial) Zone, Ward 1 (Moncrief). The Planning Commission (6-0-1 vote) and staff recommend APPROVAL
- 132.VARIANCE - PUBLIC HEARING - VAR-2905 - TERRIBLE HERBST OIL COMPANY ON BEHALF OF McDONALD'S CORPORATION - Request for a Variance to allow a 100-foot tall flag pole where a 40-foot tall flag pole is the maximum height permitted adjacent to the southwest corner of Centennial Parkway and Durango Drive (APN: 125-29-510-007), T-C (Town Center) Zone [GC-TC (General Commercial – Town Center) General Plan Designation], Ward 6 (Mack). The Planning Commission (6-0-1 vote) and staff recommend DENIAL
- 133.REQUIRED ONE YEAR REVIEW - SPECIAL USE PERMIT - PUBLIC HEARING - RQR-2793 - STEVEN TRAISMAN - Required One Year Review of an approved Special Use Permit (U-0069-02) which allowed a banquet facility at 4250 East Bonanza Road, Suite #10 (APN: 140-30-802-004), R-E (Residence Estates) Zone under Resolution of Intent to C-1 (Limited Commercial), Ward 3 (Reese). The Planning Commission (7-0 vote) and staff recommend APPROVAL
- 134.REQUIRED ONE YEAR REVIEW - SPECIAL USE PERMIT - PUBLIC HEARING - RQR-2860 - LAMAR OUTDOOR ADVERTISING COMPANY ON BEHALF OF Z PROPERTIES, LIMITED LIABILITY COMPANY - Appeal filed by Lamar Advertising Company from the Denial by the Planning Commission of a Required One Year Review of an approved Special Use Permit [U-0043-94(4)] which allowed a 55 foot high, 14 foot by 48 foot off-premise advertising (billboard) sign at 3900 West Charleston Boulevard (APN: 139-31-801-012), C-1 (Limited Commercial) Zone, Ward 1 (Moncrief). The Planning Commission (6-0 vote) and staff recommend DENIAL
- 135.REQUIRED ONE YEAR REVIEW - SPECIAL USE PERMIT - PUBLIC HEARING - RQR-2861 - LAMAR OUTDOOR ADVERTISING COMPANY ON BEHALF OF Z PROPERTIES, LIMITED LIABILITY COMPANY - Appeal filed by Lamar Advertising Company from the Denial by the Planning Commission of a Required One Year Review of an approved Special Use Permit [U-0043-94(3)] which allowed a 55 foot high, 14 foot by 48 foot off-premise advertising (billboard) sign at 3920 West Charleston Boulevard (APN: 139-31-801-011), C-1 (Limited Commercial) Zone, Ward 1 (Moncrief). The Planning Commission (7-0 vote) and staff recommend DENIAL

**PLANNING & DEVELOPMENT DEPARTMENT – DISCUSSION**

136. REQUIRED ONE YEAR REVIEW - SPECIAL USE PERMIT - PUBLIC HEARING - RQR-2903 - LAMAR OUTDOOR ADVERTISING COMPANY ON BEHALF OF WORD OF LIFE CHRISTIAN CENTER - Appeal filed by Lamar Advertising Company from the Denial by the Planning Commission of a Required One Year Review of an approved Special Use Permit [U-0027-93(3)] which allowed a 40 foot high, 14 foot by 48 foot off-premise advertising (billboard) sign at 4800 Alpine Place (APN: 138-36-802-009), C-1 (Limited Commercial) Zone, Ward 1 (Moncrief). The Planning Commission (7-0 vote) and staff recommend DENIAL.
137. REQUIRED TWO YEAR REVIEW - SPECIAL USE PERMIT - PUBLIC HEARING - RQR-2891 - CHIP AND HELEN JOHNSON FAMILY TRUST - Required Two Year Review of an approved Special Use Permit [U-0109-94(2)] which allowed a 40 foot high, 14 foot by 48 foot off-premise advertising (billboard) sign at 1767 North Rancho Drive (APN: 139-19-812-018), C-2 (General Commercial) Zone, Ward 5 (Weekly). The Planning Commission (7-0 vote) and staff recommend APPROVAL.
138. ABEYANCE ITEM - SPECIAL USE PERMIT - PUBLIC HEARING - SUP-2777 - 36 ACRE, LIMITED LIABILITY COMPANY ON BEHALF OF DURANGO 215, LIMITED LIABILITY COMPANY - Request for a Special Use Permit FOR A TAVERN adjacent to the south side of Deer Springs Way, approximately 200 feet east of El Capitan Way (a portion of APN: 125-20-710-002), T-C (Town Center) Zone [UC-TC (Urban Core - Town Center) Land Use Designation], Ward 6 (Mack). The Planning Commission (5-0-1 vote) and staff recommend APPROVAL.
139. ABEYANCE ITEM - SITE DEVELOPMENT PLAN REVIEW RELATED TO SUP-2777 - PUBLIC HEARING - SDR-2776 - 36 ACRE, LIMITED LIABILITY COMPANY ON BEHALF OF DURANGO 215, LIMITED LIABILITY COMPANY - Request for a Site Development Plan Review and a Waiver of the Town Center Build-To-Line Development Standard FOR A PROPOSED 5,000 SQUARE FOOT RESTAURANT/TAVERN on 0.77 acres adjacent to the south side of Deer Springs Way, approximately 200 feet east of Durango Drive (a portion of APN: 125-20-710-002), T-C (Town Center) Zone [UC-TC (Urban Core - Town Center) Land Use Designation], Ward 6 (Mack). The Planning Commission (5-0-1 vote) and staff recommend APPROVAL.
140. SPECIAL USE PERMIT - PUBLIC HEARING - SUP-1018 - ROGER FOSTER - Request for a Special Use Permit for a proposed mini-warehouse development adjacent to the north side of Cheyenne Avenue, approximately 340 feet east of Fort Apache Road (APN: 138-08-401-013), U (Undeveloped) Zone [SC (Service Commercial) General Plan Designation] under Resolution of Intent to N-S (Neighborhood Service), Ward 4 (Brown). The Planning Commission (7-0 vote) and staff recommend APPROVAL.
141. SPECIAL USE PERMIT RELATED TO SUP-1018 - PUBLIC HEARING - SUP-1454 - ROGER FOSTER - Request for a Special Use Permit for a proposed recreational vehicle and boat storage in conjunction with a mini-warehouse development and a waiver to allow storage within a required setback/buffer area adjacent to the north side of Cheyenne Avenue, approximately 340 feet east of Fort Apache Road (APN: 138-08-401-013), U (Undeveloped) Zone [SC (Service Commercial) General Plan Designation] under Resolution of Intent to N-S (Neighborhood Service), Ward 4 (Brown). The Planning Commission (7-0 vote) and staff recommend APPROVAL.
142. SITE DEVELOPMENT PLAN REVIEW RELATED TO SUP-1018 AND SUP-1454 - PUBLIC HEARING - SDR-2871 - ROGER FOSTER - Request for a Site Development Plan Review for a proposed mini-warehouse development with recreational vehicle and boat storage and waivers to the side and rear setback requirements, and perimeter and parking lot landscaping requirements adjacent to the north side of Cheyenne Avenue, approximately 340 feet east of Fort Apache Road (APN: 138-08-401-013), U (Undeveloped) Zone [SC (Service Commercial) General Plan Designation] under Resolution of Intent to N-S (Neighborhood Service), Ward 4 (Brown). The Planning Commission (7-0 vote) and staff recommend APPROVAL.
143. SPECIAL USE PERMIT - PUBLIC HEARING - SUP-2885 - CLASSIC & COLLECTIBLE CARS ON BEHALF OF LARRY L. NICHOLL FAMILY TRUST - Request for A Special Use Permit FOR MOTOR VEHICLE SALES (USED) AND TO ALLOW THE USE ON A 12,632 SQUARE FOOT SITE WHERE A 25,000 SQUARE FOOT SITE IS THE MINIMUM SIZE REQUIRED at 3063 Sheridan Street (APN: 162-08-302-014), M (Industrial) Zone, Ward 1 (Moncrief). The Planning Commission (7-0 vote) and staff recommend APPROVAL.

## PLANNING & DEVELOPMENT DEPARTMENT – DISCUSSION

144. SPECIAL USE PERMIT - PUBLIC HEARING - SUP-2909 - CENTERSTAGING LAS VEGAS, LIMITED LIABILITY COMPANY ON BEHALF OF CITY OF LAS VEGAS - Request for a Special Use Permit for a recording studio and television broadcasting & other communication services adjacent to the west side of Martin Luther King Boulevard, approximately 330 feet north of Wheeler Peak Drive (a portion of APN: 139-21-313-007 and 008), R-E (Residence Estates) Zone under Resolution of Intent to C-PB (Planned Business Park), Ward 5 (Weekly). The Planning Commission (7-0 vote) and staff recommend APPROVAL
145. SITE DEVELOPMENT PLAN REVIEW RELATED TO SUP-2909 - PUBLIC HEARING - SDR-2908 - CENTERSTAGING LAS VEGAS, LIMITED LIABILITY COMPANY ON BEHALF OF CITY OF LAS VEGAS - Request for a Site Development Plan Review for a 71,323 square foot sound stage and a 53,287 square foot corporate office building on 5.89 acres adjacent to the west side of Martin Luther King Boulevard, approximately 330 feet north of Wheeler Peak Drive (a portion of APN: 139-21-313-007 and 008), R-E (Residence Estates) Zone under Resolution of Intent to C-PB (Planned Business Park), Ward 5 (Weekly). The Planning Commission (7-0 vote) and staff recommend APPROVAL
146. SPECIAL USE PERMIT - PUBLIC HEARING - SUP-2911 - CASHBACK PAYDAY LOANS ON BEHALF OF NORTH RANCH PARKWAY, LIMITED LIABILITY COMPANY - Request for a Special Use Permit for a financial institution, specified adjacent to the southwest corner of Craig Road and Decatur Boulevard (APN: 138-01-712-008), C-1 (Limited Commercial) Zone, Ward 6 (Mack). The Planning Commission (7-0 vote) and staff recommend APPROVAL
147. SPECIAL USE PERMIT - PUBLIC HEARING - SUP-2960 - JERALD L. LANDWEHR - Request for a Special Use Permit FOR ANIMAL KEEPING AND HUSBANDRY (GOATS) on 0.44 acres located at 4809 Ricky Road (APN: 138-12-710-090), R-E (Residence Estates) Zone, Ward 6 (Mack). Staff recommends DENIAL. The Planning Commission (4-3 vote) recommends APPROVAL
148. SPECIAL USE PERMIT - PUBLIC HEARING - SUP-2983 - GAMESTOP, INCORPORATED ON BEHALF OF PAN PACIFIC DEVELOPMENT (CHEYENNE COMMONS), INC. - Request for a Special Use Permit FOR A SECOND HAND DEALER (COMPUTER SOFTWARE, VIDEO GAMES AND ACCESSORIES) on 32.50 acres at 3115 North Rainbow Boulevard, Suite B (APN: 138-15-502-006), C-1 (Limited Commercial) Zone, Ward 6 (Mack). [NOTE: This item to be heard in conjunction with Morning Session Item #82.] The Planning Commission (7-0 vote) and staff recommend APPROVAL
149. SPECIAL USE PERMIT - PUBLIC HEARING - SUP-2984 - GAMESTOP, INCORPORATED ON BEHALF OF WING FONG & ASSOCIATES – FREMONT LIMITED PARTNERSHIP - Request for a Special Use Permit FOR A SECOND HAND DEALER (COMPUTER SOFTWARE, VIDEO GAMES AND ACCESSORIES) on 1.38 acres at 4530 MEADOWS LANE C-2 (APN: 139-31-110-004), C-1 (Limited Commercial) Zone, Ward 1 (Moncrief). [NOTE: This item to be heard in conjunction with Morning Session Item #80.] The Planning Commission (7-0 vote) and staff recommend APPROVAL
150. SPECIAL USE PERMIT - PUBLIC HEARING - SUP-2985 - GAMESTOP, INCORPORATED ON BEHALF OF WEINGARTEN NOSTAT, INC. - Request for a Special Use Permit FOR A SECOND HAND DEALER (COMPUTER SOFTWARE, VIDEO GAMES AND ACCESSORIES) on 0.48 acres located at 947 South Rainbow Boulevard (APN: 138-34-814-004), C-1 (Limited Commercial District) Zone, Ward 1 (Moncrief). [NOTE: This item to be heard in conjunction with Morning Session Item #78.] The Planning Commission (7-0 vote) and staff recommend APPROVAL
151. SPECIAL USE PERMIT - PUBLIC HEARING - SUP-2987 - GAMESTOP, INCORPORATED ON BEHALF OF SAHARA PAVILION NORTH US, INC. - Request for a Special Use Permit FOR A SECOND HAND DEALER USE (COMPUTER SOFTWARE, VIDEO GAMES, AND ACCESSORIES) on 29.40 acres at 4750 West Sahara Avenue, Suite 1 (APN: 162-06-402-001), C-1 (Limited Commercial) Zone, Ward 1 (Moncrief). [NOTE: This item to be heard in conjunction with Morning Session Item #79.] The Planning Commission (7-0 vote) and staff recommend APPROVAL
152. SPECIAL USE PERMIT - PUBLIC HEARING - SUP-2988 - GAMESTOP, INCORPORATED ON BEHALF OF CHARLESTON COMMONS ASSOCIATES, LIMITED PARTNERSHIP - Request for a Special Use Permit FOR A SECOND HAND DEALER (COMPUTER SOFTWARE, VIDEO GAMES AND ACCESSORIES) on 4.47 acres at 161 North Nellis Boulevard (APN: 140-32-701-007), C-1 (Limited Commercial) Zone, Ward 3 (Reese). [NOTE: This item to be heard in conjunction with Morning Session Item #81.] The Planning Commission (7-0 vote) and staff recommend APPROVAL

## PLANNING & DEVELOPMENT DEPARTMENT – DISCUSSION

153. ABEYANCE ITEM - REZONING - PUBLIC HEARING - ZON-2457 - DONNA F. BEAM REVOCABLE TRUST - Request for a Rezoning FROM: U (Undeveloped) Zone [SC (Service Commercial) General Plan Designation] TO: C-1 (Limited Commercial) Zone on 3.88 acres adjacent to the northeast and southeast corners of Smoke Ranch Road and Buffalo Drive (APN: 138-15-402-001 and 138-22-101-001) Ward 4 (Brown). The Planning Commission (4-2 vote) and staff recommend APPROVAL
154. ABEYANCE ITEM - SITE DEVELOPMENT PLAN REVIEW RELATED TO ZON-2457 - PUBLIC HEARING - SDR-2458 - DONNA F. BEAM REVOCABLE TRUST - Request for a Site Development Plan Review FOR TWO PROPOSED COMMERCIAL BUILDINGS on 3.88 acres adjacent to the northeast and southeast corners of Smoke Ranch Road and Buffalo Drive (APN: 138-15-402-001 and 138-22-101-001) U (Undeveloped) Zone [SC (Service Commercial) General Plan Designation] [PROPOSED: C-1 (Limited Commercial) Zone], Ward 4 (Brown). The Planning Commission (4-2 vote) and staff recommend APPROVAL
155. REZONING - PUBLIC HEARING - ZON-2643 - SIGNATURE HOMES ON BEHALF OF 70 LIMITED PARTNERSHIP - Request for a Rezoning FROM: R-1 (Single Family Residential) TO: R-PD7 (Residential Planned Development - 7 Units Per Acre) on 10.08 acres located approximately 900 feet north of Alta Drive, between Tonopah Drive and Shadow Lane (APN: 139-33-201-001), Ward 5 (Weekly). Staff recommends DENIAL. The Planning Commission (5-0-2 vote) recommends APPROVAL
156. SITE DEVELOPMENT PLAN REVIEW RELATED TO ZON-2643 - PUBLIC HEARING - SDR-2644 - SIGNATURE HOMES ON BEHALF OF 70 LIMITED PARTNERSHIP - Request for a Site Development Plan Review FOR A PROPOSED 75-LOT SINGLE FAMILY DEVELOPMENT on 10.08 acres located approximately 900 feet north of Alta Drive, Between Tonopah Drive and Shadow Lane (APN: 139-33-201-001), R-1 (Single Family Residential) Zone [PROPOSED: R-PD7 (Residential Planned Development - 7 Units Per Acre)], Ward 5 (Weekly). Staff recommends DENIAL. The Planning Commission (5-0-2 vote) recommends APPROVAL
157. WAIVER OF TITLE 18 - PUBLIC HEARING - WVR-2834 - SIGNATURE HOMES ON BEHALF OF 70 LIMITED PARTNERSHIP - Request for a Waiver of Title 18.12.130 FOR THE INSTALLATION OF CRASH GATES ON PRIVATE STREETS AT INAPPROPRIATE LOCATIONS on 10.08 acres located approximately 900 feet north of Alta Drive, Between Tonopah Drive and Shadow Lane (APN: 139-33-201-001), R-1 Zone [PROPOSED: R-PD7 (Residential Planned Development - 7 Units Per Acre)], Ward 5 (Weekly). Staff recommends DENIAL. The Planning Commission (5-0-2 vote) recommends APPROVAL
158. REZONING - PUBLIC HEARING - ZON-2849 - LAND DEVELOPMENT ON BEHALF OF MAPLE DEVELOPMENT, LIMITED LIABILITY COMPANY - Request for a Rezoning FROM: U (Undeveloped) [MLA (Medium-Low Attached Density Residential) General Plan Designation] TO: R-PD12 (Residential Planned Development - 12 Units Per Acre) on 10.30 acres adjacent to the south side of Grand Teton Drive, approximately 660 feet east of Grand Canyon Drive (APN: 125-18-501-015), Ward 6 (Mack). The Planning Commission (7-0 vote) and staff recommend DENIAL
159. VARIANCE - PUBLIC HEARING - VAR-2855 - LAND DEVELOPMENT ON BEHALF OF MAPLE DEVELOPMENT, LIMITED LIABILITY COMPANY - Request for a Variance to ALLOW A 15-FOOT SETBACK FROM SINGLE-FAMILY RESIDENTIAL PROPERTIES WHERE THE RESIDENTIAL ADJACENCY STANDARDS REQUIRE A 90-FOOT SETBACK for a proposed 129-Unit Condominium Development on 10.30 acres adjacent to the south side of Grand Teton Drive, approximately 660 feet east of Grand Canyon Drive (APN: 125-18-501-015), U (Undeveloped) Zone [MLA (Medium-Low Attached Density Residential) General Plan Designation] [PROPOSED: R-PD12 (Residential Planned Development - 12 Units Per Acre)], Ward 6 (Mack). The Planning Commission (7-0 vote) and staff recommend DENIAL
160. SITE DEVELOPMENT PLAN REVIEW RELATED TO ZON-2849 AND VAR-2855 - PUBLIC HEARING - SDR-2850 - LAND DEVELOPMENT ON BEHALF OF MAPLE DEVELOPMENT, LIMITED LIABILITY COMPANY - Request for a Site Development Plan Review and a Waiver of the perimeter landscaping requirements FOR A PROPOSED 129-UNIT CONDOMINIUM DEVELOPMENT on 10.30 acres adjacent to the south side of Grand Teton Drive, approximately 660 feet east of Grand Canyon Drive (APN: 125-18-501-015), U (Undeveloped) Zone [MLA (Medium-Low Attached Density Residential) General Plan Designation] [PROPOSED: R-PD12 (Residential Planned Development - 12 Units Per Acre)], Ward 6 (Mack). The Planning Commission (7-0 vote) and staff recommend DENIAL

**PLANNING & DEVELOPMENT DEPARTMENT – DISCUSSION**

161. REZONING - PUBLIC HEARING - ZON-2918 - TREASURE LAND DEVELOPMENT, LIMITED LIABILITY COMPANY - Request for a Rezoning FROM: U (Undeveloped) [R (Rural Density Residential) General Plan Designation] TO: R-D (Single Family Residential - Restricted) and to allow 3.2 dwelling units per acre within a rural preservation neighborhood buffer where 3.0 units per acre is permitted on 2.8 acres adjacent to the southeast corner of Washburn Road and Maverick Street (APN: 125-35-701-001, 002 and 003), Ward 6 (Mack). The Planning Commission (5-2 vote) and staff recommend APPROVAL
162. VACATION RELATED TO ZON-2918 - PUBLIC HEARING - VAC-2920 - TREASURE LAND DEVELOPMENT, LIMITED LIABILITY COMPANY - Request for a Petition to Vacate the south 10 feet of Washburn Road between Maverick Street and Bronco Lane, Ward 6 (Mack). The Planning Commission (6-1 vote) and staff recommend APPROVAL
163. REZONING - PUBLIC HEARING - ZON-2970 - CONCORDIA HOMES OF NEVADA - Request for a Rezoning FROM: U (Undeveloped) [TC (Town Center) General Plan Designation] TO: T-C (Town Center) Zone on 5.06 acres approximately 660 feet south of Deer Springs Way and 330 feet east of Campbell Road (APN: 125-20-301-015), Ward 6 (Mack). The Planning Commission (6-0-1 vote) and staff recommend APPROVAL
164. SITE DEVELOPMENT PLAN REVIEW RELATED TO ZON-2970 - PUBLIC HEARING - SDR-2971 - CONCORDIA HOMES OF NEVADA - Request for a Site Development Plan Review FOR A PROPOSED 39-LOT SINGLE-FAMILY CLUSTER DEVELOPMENT on 5.06 acres approximately 660 feet south of Deer Springs Way and 330 feet east of Campbell Road (APN: 125-20-301-015), U (Undeveloped) Zone [TC (Town Center) General Plan Designation] [PROPOSED: T-C (Town Center) Zone], Ward 6 (Mack). The Planning Commission (6-0-1 vote) and staff recommend APPROVAL
165. REZONING - PUBLIC HEARING - ZON-2989 - ALAMEDA TRUST AND IRENE H & BRADLEY JAY TAYLOR - Request for a Rezoning FROM: R-1 (Single-Family Residential) TO: P-R (Professional Office and Parking) Zone on 0.17 acres located at 208 North Lamb Boulevard (APN: 140-32-310-005), Ward 3 (Reese). The Planning Commission (6-0-1 vote) and staff recommend APPROVAL
166. GENERAL PLAN AMENDMENT - PUBLIC HEARING - GPA-3000 - CITY OF LAS VEGAS - Request to amend the Las Vegas Downtown Centennial Plan to include urban trail objectives and locations (multiple APNs), Wards 1 (Moncrief), 3 (Reese), and 5 (Weekly). [CORRECTION: Ward 3 (Reese) is not effected by this application, the correct Wards are Ward 1 (Moncrief) and Ward 5 (Weekly).] The Planning Commission (7-0 vote) and staff recommend APPROVAL
167. GENERAL PLAN AMENDMENT RELATED TO GPA-3000 - PUBLIC HEARING - GPA-3130 - CITY OF LAS VEGAS - Request to amend the Las Vegas Downtown Centennial Plan to include a revised definition of the boundaries of the Arts District, to revise the design standards for the Arts District, to include a revised definition of the boundaries of the Office District, and to correct minor elements of the Downtown Centennial Plan (multiple APNs), Wards 1 (Moncrief), 3 (Reese) and 5 (Weekly). [CORRECTION: Ward 3 (Reese) is not effected by this application, the correct Wards are Ward 1 (Moncrief) and Ward 5 (Weekly).] (NOTE: The Planning Commission voted to hold in abeyance to the November 20, 2003 Planning Commission meeting the portion of this application pertaining to the boundaries of the Arts District.) The Planning Commission (7-0 vote) and staff recommend APPROVAL of the remaining application which is the revision to the Design Standards for the Arts District
168. GENERAL PLAN AMENDMENT - PUBLIC HEARING - GPA-2867 - MAURY ABRAMS COMPANY ON BEHALF OF BUFFALO HIGHLANDS X, A CALIFORNIA GENERAL PARTNERSHIP - Request to amend a portion of the Southwest Sector Plan of the General Plan FROM: L (Low Density Residential) TO: MLA (Medium-Low Attached Density Residential) on 4.38 acres adjacent to the northwest corner of Cimarron Road and Windrush Avenue (APN: 163-04-101-011), Ward 1 (Moncrief). The Planning Commission (7-0 vote) and staff recommend APPROVAL

**PLANNING & DEVELOPMENT DEPARTMENT – DISCUSSION**

169. REZONING RELATED TO GPA-2867 - PUBLIC HEARING - ZON-2868 - MAURY ABRAMS COMPANY ON BEHALF OF BUFFALO HIGHLANDS X, A CALIFORNIA GENERAL PARTNERSHIP - Request for a Rezoning FROM: U (Undeveloped) [L (Low Density Residential) General Plan Designation] TO: R-PD11 (Residential Planned Development - 11 Units per Acre) on 4.38 acres adjacent to the northwest corner of Cimarron Road and Windrush Avenue (APN: 163-04-101-011), Ward 1 (Moncrief). The Planning Commission (7-0 vote) and staff recommend APPROVAL
170. SITE DEVELOPMENT PLAN REVIEW RELATED TO GPA-2867 AND ZON-2868 - PUBLIC HEARING - SDR-2869 - MAURY ABRAMS COMPANY ON BEHALF OF BUFFALO HIGHLANDS X, A CALIFORNIA GENERAL PARTNERSHIP - Request for a Site Development Plan Review FOR A 50-UNIT MULTI-FAMILY RESIDENTIAL DEVELOPMENT and a Reduction in the amount of required perimeter landscaping on 4.38 acres adjacent to the northwest corner of Cimarron Road and Windrush Avenue (APN: 163-04-101-011), U (Undeveloped) Zone [L (Low Density Residential) General Plan Designation] [PROPOSED: R-PD11 (Residential Planned Development - 11 Units per Acre)], Ward 1 (Moncrief). The Planning Commission (7-0 vote) and staff recommend APPROVAL
171. GENERAL PLAN AMENDMENT - PUBLIC HEARING - GPA-2953 - NEVADA H.A.N.D. ON BEHALF OF THE SCHNIPPEL FAMILY LIMITED PARTNERSHIP - Request to amend a portion of the Southeast Sector Plan of the General Plan FROM: SC (Service Commercial) TO: H (High Density Residential) on 1.29 acres adjacent to the north side of Bonanza Road, approximately 1000 feet east of Sandhill Road (APN: 140-30-802-007), Ward 3 (Reese). The Planning Commission (7-0 vote) and staff recommend APPROVAL
172. REZONING RELATED TO GPA-2953 - PUBLIC HEARING - ZON-2954 - NEVADA H.A.N.D. ON BEHALF OF THE SCHNIPPEL FAMILY LIMITED PARTNERSHIP - Request for a Rezoning FROM: R-E (Residence Estates) under Resolution of Intent to C-1 (Limited Commercial) Zone TO: R-5 (Apartment) Zone on 1.29 acres adjacent to the north side of Bonanza Road, approximately 1000 feet east of Sandhill Road (APN: 140-30-802-007), Ward 3 (Reese). The Planning Commission (7-0 vote) and staff recommend APPROVAL
173. VARIANCE RELATED TO GPA-2953 AND ZON-2954 - PUBLIC HEARING - VAR-2956 - NEVADA H.A.N.D. ON BEHALF OF THE SCHNIPPEL FAMILY LIMITED PARTNERSHIP - Request for a Variance to ALLOW 16 PARKING SPACES WHERE 75 SPACES ARE REQUIRED for a proposed 62-Unit Senior Apartment Development on property adjacent to the north side of Bonanza Road, approximately 1000 feet east of Sandhill Road (APN: 140-30-802-007), R-E (Residence Estates) Zone under Resolution of Intent to C-1 (Limited Commercial) Zone [PROPOSED: R-5 (Apartment) Zone], Ward 3 (Reese). Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL
174. SITE DEVELOPMENT PLAN REVIEW RELATED TO GPA-2953, ZON-2954 AND VAR-2956 - PUBLIC HEARING - SDR-2955 - NEVADA H.A.N.D. ON BEHALF OF THE SCHNIPPEL FAMILY LIMITED PARTNERSHIP - Request for a Site Development Plan Review FOR A 62-UNIT SENIOR APARTMENT DEVELOPMENT on 1.29 acres adjacent to the north side of Bonanza Road, approximately 1000 feet east of Sandhill Road (APN: 140-30-802-007), R-E (Residence Estates) Zone under Resolution of Intent to C-1 (Limited Commercial) Zone [PROPOSED: R-5 (Apartment) Zone], Ward 3 (Reese). Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL
175. GENERAL PLAN AMENDMENT - PUBLIC HEARING - GPA-3005 - B.S.R. ON BEHALF OF FLETCHER JONES SR. TRUST - Request to Amend a portion of the Southwest Sector Plan of the General Plan FROM: LI/R (Light Industry/Research) TO: SC (Service Commercial) on 21.04 acres adjacent to the northwest corner of Desert Inn Road and Rancho Drive (APN: 162-08-401-004 and 162-08-801-001), Ward 1 (Moncrief). The Planning Commission (7-0 vote) and staff recommend APPROVAL
176. REZONING RELATED TO ZON-3007 - PUBLIC HEARING - ZON-3007 - B.S.R. ON BEHALF OF FLETCHER JONES SR. TRUST - Request for a Rezoning FROM: M (Industrial) TO: C-1 (Limited Commercial) Zone on 15.97 acres adjacent to the northwest corner of Desert Inn Road and Rancho Drive (APN: 162-08-401-004 and 162-08-801-001), Ward 1 (Moncrief). The Planning Commission (7-0 vote) and staff recommend APPROVAL

**PLANNING & DEVELOPMENT DEPARTMENT – DISCUSSION**

177. SPECIAL USE PERMIT RELATED TO GPA-3005 AND ZON-3007 - PUBLIC HEARING - SUP-3100 - B.S.R. ON BEHALF OF FLETCHER JONES SR. TRUST - Request for a Special Use Permit for MULTIFAMILY RESIDENTIAL UNITS on 15.97 acres adjacent to the northwest corner of Desert Inn Road and Rancho Drive (APN: 162-08-401-004 and 162-08-801-001), Ward 1 (Moncrief). The Planning Commission (7-0 vote) and staff recommend APPROVAL
178. SET DATE ON ANY APPEALS FILED OR REQUIRED PUBLIC HEARINGS FROM THE CITY PLANNING COMMISSION MEETINGS, CENTENNIAL HILLS ARCHITECTURAL REVIEW COMMITTEE AND DANGEROUS BUILDING 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

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THIS MEETING HAS BEEN PROPERLY NOTICED AND POSTED AT THE FOLLOWING LOCATIONS:

City Hall Plaza, Special Outside Posting Bulletin Board  
Court Clerk's Office Bulletin Board, City Hall Plaza  
Las Vegas Library, 833 Las Vegas Boulevard North  
Senior Citizen Center, 450 E. Bonanza Road  
Clark County Government Center, 500 S. Grand Central Parkway

*City of Las Vegas*

Agenda Item No. 59

**AGENDA SUMMARY PAGE**  
**CITY COUNCIL MEETING OF: NOVEMBER 5, 2003**

**DEPARTMENT: PUBLIC WORKS****DIRECTOR: RICHARD D. GOECKE**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

**REPORT FROM REAL ESTATE COMMITTEE - Councilman Weekly and Councilwoman Moncrief**

Approval of an Easement and Rights-of-Way between the City of Las Vegas and Southwest Desert Equities, LLC, for Ingress and Egress Purposes over land located at Hualapai Way and Alexander Road, a portion of APN 138-07-103-001 - Ward 4 (Brown)

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

Southwest Desert Equities owns the land west of the city owned parcel. In order for them to have access to the Hualapai/Alexander roadway alignment it is necessary for them to cross the City's land. They will construct ingress and egress easements along with landscaping, paving, fencing and irrigation for the site. They will also be responsible for maintenance of the site consisting of approximately 895 square feet.

**RECOMMENDATION:**

The 11/3/2003 Real Estate Committee and staff recommend approval

**BACKUP DOCUMENTATION:**

Easement and Rights-of-Way

**MOTION:**

**REESE - APPROVED** Items 2-29, 31-47, and 49-66 as recommended and amending Item 20 to remove the word Heights - **UNANIMOUS** with MACK abstaining on Item 29 because he is on the Board of Directors of the Boys and Girls Club

**Items 30 & 48: STRICKEN** under separate action (see individual items)

**MINUTES:**

**COUNCILMAN WEEKLY** reported that the Real Estate Committee met to review all the Real Estate items on the Consent Agenda and joins with the recommendation of staff that the Council approve each item.

There was no further discussion.

(9:37 - 9:40)

1-1006



A.P.N. 138-07-103-001

**EASEMENT AND**  
**RIGHTS-OF-WAY**

**THIS INDENTURE OF EASEMENT AND RIGHTS-OF-WAY**, made and entered into by and between:

City of Las Vegas, a Municipal Corporation of the State of Nevada

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Party of the First Part, hereinafter known as the **GRANTOR(S)**, and **SOUTHWEST DESERT EQUITIES, LLC**, a Nevada Corporation, Party of the Second Part, hereinafter known as the **GRANTEE**.

**WITNESSETH:**

That the **GRANTOR(S)**, for and in consideration of the sum of one dollar (\$1.00), lawful money of the United States, to it in hand paid by the **GRANTEE**, the receipt whereof is hereby acknowledged, does by these presents **GRANT** and **CONVEY** to the **GRANTEE**, its successors and assigns, an Easement and Rights-of-Way for the purpose of construction, operation, maintenance, repair, renewal, reconstruction and appurtenances for pavement, landscaping, fencing, irrigation and wet and dry utilities with the right of ingress and egress, over, above, across and under that certain parcel of land described as follows:

**SEE EXHIBIT "A" ATTACHED TO AND BY THIS REFERENCE MADE A PART HEREOF.**

The **GRANTEE(S)**, its successors and assigns agree that:

1. No buildings shall be placed upon, over or under said parcel of land, now or hereafter;
2. The **GRANTEE** shall be liable for any damage to any of the **GRANTEE'S** improvements placed upon said parcel due to the **GRANTEE'S** necessary operations using reasonable care; and

11/05/03

Item # \_\_\_\_\_

A.P.N.138-07-103-001

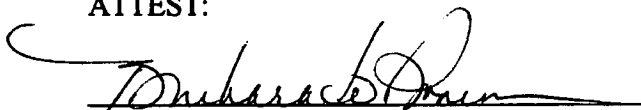
3. Should any of the **GRANTEE'S** facilities within said easement be required to be relocated or repaired for any reason within the easement, the **GRANTEE(S)**, or its successors and assigns shall bear the full cost of such relocation or repair.

Signator for **GRANTOR(S)** warrant that they have the legal authority to bind the parties hereto and **GRANTOR(S)** warrants that it may legally grant the rights described herein.

IN WITNESS WHEREOF, the **GRANTOR(S)** has hereunto set his/her/their hand/hands this 10<sup>th</sup> day of November, 2003.

  
\_\_\_\_\_  
OSCAR B. GOODMAN, MAYOR

ATTEST:

  
\_\_\_\_\_  
BARBARA JO RONEMUS, CITY CLERK

APPROVED AS TO FORM:

 10/9/03  
DEPUTY CITY ATTORNEY DATE

...

...

11/05/03

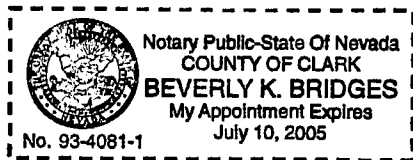
Item # \_\_\_\_\_

A.P.N.138-07-103-001

STATE of Nevada     )  
                                           ) ss.  
 COUNTY of Clark     )

On November 10, 2003, before me, the undersigned, a **NOTARY PUBLIC**, in and for said County and State, personally appeared OSCAR B, GOODMAN known to me to be the person(s) described in and who executed the foregoing instrument, and who acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes herein mentioned.

WITNESS my hand and official seal.



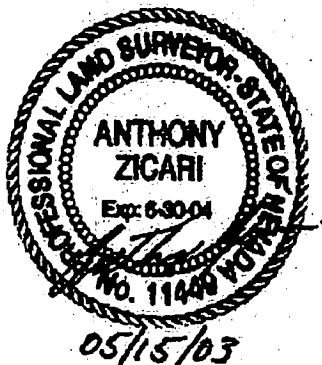
Notary Seal/Stamp

Beverly K. Bridges  
 Notary Public

# EXHIBIT "A"



CONSULTING ENGINEERS • PLANNERS • SURVEYORS  
PROVIDING QUALITY PROFESSIONAL  
SERVICES SINCE 1960



W.O. 5935-A  
MAY 15, 2003  
BY: TZ

## LEGAL DESCRIPTION ENCROACHMENT PERMIT AREA

BEING A PORTION OF GOVERNMENT LOT 7 OF SECTION 7, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SECTION CORNER COMMON TO SECTIONS 7 AND 6, SAID TOWNSHIP 20 SOUTH, RANGE 60 EAST AND TO SECTIONS 1 AND 12, SAID TOWNSHIP 20 SOUTH, RANGE 59 EAST; THENCE NORTH  $87^{\circ}27'28''$  EAST ALONG THE NORTH LINE OF SAID SECTION 7, A DISTANCE OF 363.40 FEET TO THE NORTHWEST CORNER OF SAID GOVERNMENT LOT 7; THENCE SOUTH  $00^{\circ}39'15''$  WEST ALONG THE WEST LINE OF SAID GOVERNMENT LOT 7, A DISTANCE OF 418.73 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 54.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH  $44^{\circ}28'12''$  EAST, SAME BEING THE POINT OF BEGINNING;

THENCE SOUTHERLY, 81.65 FEET DEPARTING SAID WEST LINE AND ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF  $86^{\circ}37'59''$  TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 1750.00 FEET, A RADIAL LINE TO SAID BEGINNING BEARS NORTH  $48^{\circ}53'49''$  WEST; THENCE SOUTHWESTERLY, 5.72 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF  $00^{\circ}11'15''$  RETURNING TO THE WEST LINE OF SAID GOVERNMENT LOT 7; THENCE NORTH  $00^{\circ}39'15''$  EAST ALONG SAID WEST LINE, 78.36 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL VARIES IN WIDTH, IS APPROXIMATELY 78 FEET IN LENGTH AND CONTAINS 894 SQUARE FEET, (0.02 ACRES), MORE OR LESS.

END OF DESCRIPTION.

REF: G:/5935/CLV-PERMIT.DOC

2727 SOUTH RAINBOW BOULEVARD LAS VEGAS, NEVADA 89146-5148  
TEL. (702) 873-7550 FAX: 362-2597

05-16-03 10:30 TO:CLV SURVEY

FROM:

P05



ALEXANDER ROAD

Southwest Desert  
Equities Land

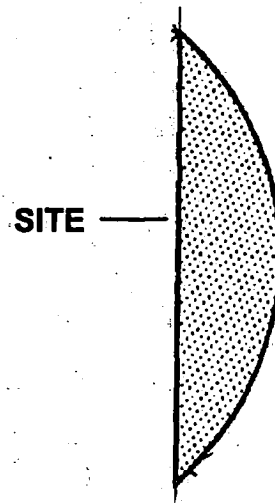
City Owned Land

SITE  
SEE DETAIL  
RIGHT

HUALAPAI WAY

APN 138-07-103-001

GILMORE ALIGNMENT



G:\5935\5935RECORD.DWG



HUALAPAI / ALEXANDER COMMERCIAL  
ENCROACHMENT PERMIT AREA

W.O.#: 5935-A  
DATE: 05/13/03  
BY: TZ  
SCALE: 1"=300'  
SHEET 1 OF 1

*City of Las Vegas*

Agenda Item No. 60

**AGENDA SUMMARY PAGE****CITY COUNCIL MEETING OF: NOVEMBER 5, 2003****DEPARTMENT: PUBLIC WORKS****DIRECTOR: RICHARD D. GOECKE**☒**CONSENT**☐**DISCUSSION****SUBJECT:****REPORT FROM REAL ESTATE COMMITTEE - Councilman Weekly and Councilwoman Moncrief**

Approval of an Easement and Rights-of-Way between the City of Las Vegas and SDMI Northwest, LLC, for Ingress and Egress Purposes over land located near Peak Drive next to the Las Vegas Technology Center, APN 138-15-302-001 - Ward 4 (Brown)

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

The City leases this land from the Bureau of Land Management. In May of 1994, the City was granted an amendment to our original lease with the Bureau of Land Management to allow for ingress and egress across this land since it is separated from the rest of the parcel by Peak Drive. SDMI Northwest, LLC has purchased property adjacent to this leased land. SDMI will construct ingress and egress easements along with paving of a parking lot, landscaping, and utilities for the site.

**RECOMMENDATION:**

The 11/3/2003 Real Estate Committee and staff recommend approval

**BACKUP DOCUMENTATION:**

1. Easement and Rights-of-Way
2. Site Map

**MOTION:**

**REESE - APPROVED** Items 2-29, 31-47, and 49-66 as recommended and amending Item 20 to remove the word Heights - **UNANIMOUS** with MACK abstaining on Item 29 because he is on the Board of Directors of the Boys and Girls Club

**Items 30 & 48: STRICKEN** under separate action (see individual items)

**MINUTES:**

**COUNCILMAN WEEKLY** reported that the Real Estate Committee met to review all the Real Estate items on the Consent Agenda and joins with the recommendation of staff that the Council approve each item.

There was no further discussion.

(9:37 - 9:40)

1-1006

A.P.N. 138-15-302-001

**EASEMENT AND**  
**RIGHTS-OF-WAY**

**THIS INDENTURE OF EASEMENT AND RIGHTS-OF-WAY**, made and entered into by and between:

City of Las Vegas, a Municipal Corporation of the State of Nevada

---

Party of the First Part, hereinafter known as the **GRANTOR(S)**, and **SDMI NORTHWEST, LLC**, a Nevada Limited Liability Company, Party of the Second Part, hereinafter known as the **GRANTEE**.

**W I T N E S S E T H:**

That the **GRANTOR(S)**, for and in consideration of the sum of one dollar (\$1.00), lawful money of the United States, to it in hand paid by the **GRANTEE**, the receipt whereof is hereby acknowledged, does by these presents **GRANT** and **CONVEY** to the **GRANTEE**, its successors and assigns, an Easement and Rights-of-Way for the purpose of construction, operation, maintenance, repair, renewal, reconstruction and appurtenances for pavement of parking lot, landscaping, and utilities with the right of ingress and egress, over, above, across and under that certain parcel of land described as follows:

SEE EXHIBIT "A" ATTACHED TO AND BY THIS REFERENCE MADE A PART HEREOF.

The **GRANTEE(S)**, its successors and assigns agree that:

1. No buildings shall be placed upon, over or under said parcel of land, now or hereafter;
2. The **GRANTEE** shall be liable for any damage to any of the **GRANTEE'S** improvements placed upon said parcel due to the **GRANTEE'S** necessary operations using reasonable care; and

11/05/03

Item # \_\_\_\_\_

A.P.N.138-15-302-001

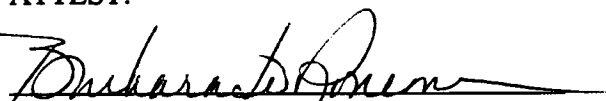
3. Should any of the **GRANTEE'S** facilities within said easement be required to be relocated or repaired for any reason within the easement, the **GRANTEE(S)**, or its successors and assigns shall bear the full cost of such relocation or repair.

Signator for **GRANTOR(S)** warrant that they have the legal authority to bind the parties hereto and **GRANTOR(S)** warrants that it may legally grant the rights described herein.

IN WITNESS WHEREOF, the **GRANTOR(S)** has hereunto set his/her/their hand/hands this 10<sup>th</sup> day of November, 2003.

  
\_\_\_\_\_  
OSCAR B. GOODMAN, MAYOR

ATTEST:

  
\_\_\_\_\_  
BARBARA JO RONEMUS, CITY CLERK

APPROVED AS TO FORM:

  
\_\_\_\_\_  
DEPUTY CITY ATTORNEY      10/9/03  
DATE

...

...



11/05/03

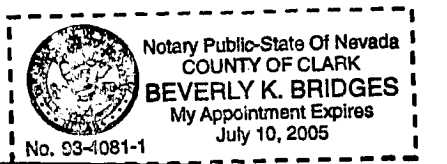
Item # \_\_\_\_\_

A.P.N. 138-15-302-001

STATE of Nevada     )  
                                      ) ss.  
COUNTY of Clark     )

On November 10, 2003, before me, the undersigned, a **NOTARY PUBLIC**, in and for said County and State, personally appeared OSCAR B, GOODMAN known to me to be the person(s) described in and who executed the foregoing instrument, and who acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes herein mentioned.

WITNESS my hand and official seal.



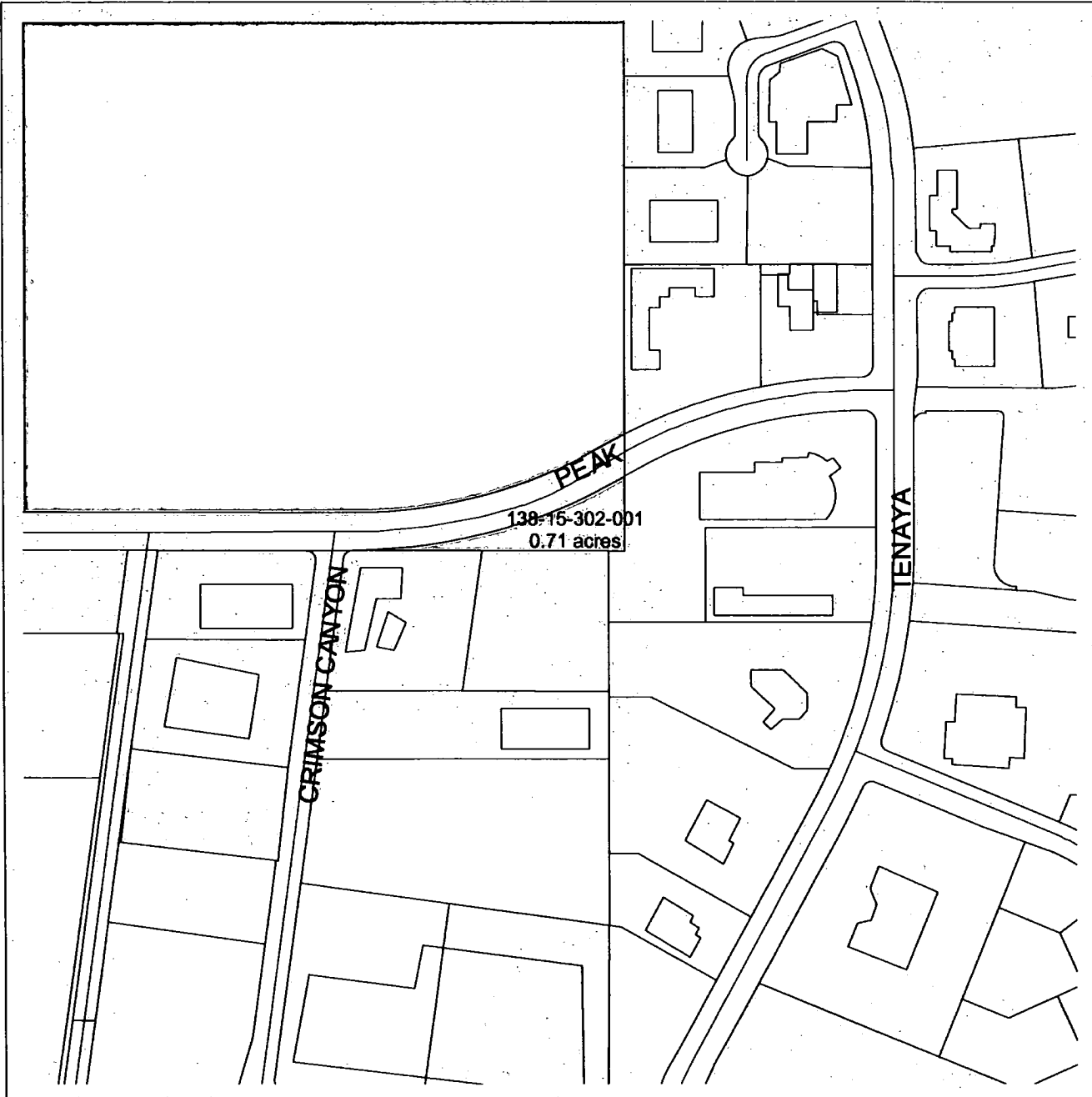
Beverly K. Bridges  
Notary Public

## EXHIBIT "A"

A.P.N. 138-15-302-001 (290-600-040)  
CITY OF LAS VEGAS PARCEL, AMENDED LEASE N-51565  
SOUTH SIDE OF PEAK DRIVE  
(FOR INFORMATION ONLY, NOT FOR CONVEYANCE)

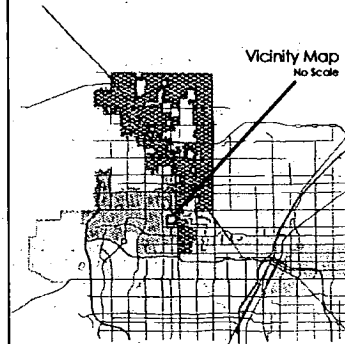
The above-described HAN-BO parcel adjoins that certain federally-owned parcel of land as leased to the City of Las Vegas and is benefited by that DECISION [to approve that] AMENDED PLAN OF DEVELOPMENT of that certain RECREATION AND PUBLIC PURPOSES LEASE, Number N-51565, by the United States Department of the Interior, Bureau of Land Management, recorded September 15, 1994 in Book 940915 as Instrument Number 01294 of Clark County, Nevada Records, as amended therein to include the uses of access driveways, landscaping, sewer, and utilities, over, across and under that portion of the North Half (N 1/2) of the North Half (N 1/2) of the North Half (N 1/2) of the Southwest Quarter (SW 1/4) of said Section 15, described as follows:

BEGINNING at the southeast corner of the North Half (N 1/2) of the North Half (N 1/2) of the North Half (N 1/2) of the Southwest Quarter (SW 1/4) of said Section 15, being a point in the north line of Lot 1 in Block 4 of said RESUBDIVISION OF A PORTION OF THE LAS VEGAS TECHNOLOGY CENTER; thence along the south line of the North Half (N 1/2) of the North Half (N 1/2) of the North Half (N 1/2) of the Southwest Quarter (SW 1/4) of said Section 15 and along the North line of Lot 1 in said Block 4, North 89°49'44" West a distance of 578.44 feet to the point of cusp with the tangent arc of a circle, concave northerly and having a radius of 1125.16 feet, being the southerly right-of-way line of PEAK DRIVE, (80.00 feet wide) as shown on said File



## Site Map

- Right-of-Way Area
- Street Centerline
- Building Footprints
- BLM Properties**
  - Leased
  - Applied
  - City of Las Vegas
  - Parcels



Real Estate & Asset Management



Date of Data: 2003/10/09

*City of Las Vegas*

Agenda Item No. 61

**AGENDA SUMMARY PAGE****CITY COUNCIL MEETING OF: NOVEMBER 5, 2003****DEPARTMENT: PUBLIC WORKS****DIRECTOR: RICHARD D. GOECKE**☒**CONSENT**☐**DISCUSSION****SUBJECT:****REPORT FROM REAL ESTATE COMMITTEE - Councilman Weekly and Councilwoman Moncrief**

Approval authorizing staff to enter into negotiations with the Clark County School District for approximately 5 acres of land located at Bradley Road and El Campo Grande Avenue, APN 125-25-302-001 - Ward 6 (Mack)

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

The City would like to enter into an agreement with the Clark County School District which would allow the City to build a park on the vacant land remaining after the construction of Kay Carl Elementary.

**RECOMMENDATION:**

The 11/3/2003 Real Estate Committee and staff recommend approval

**BACKUP DOCUMENTATION:**

Site Map

**MOTION:**

**REESE - APPROVED** Items 2-29, 31-47, and 49-66 as recommended and amending Item 20 to remove the word Heights - **UNANIMOUS** with MACK abstaining on Item 29 because he is on the Board of Directors of the Boys and Girls Club

**Items 30 & 48: STRICKEN** under separate action (see individual items)

**MINUTES:**

**COUNCILMAN WEEKLY** reported that the Real Estate Committee met to review all the Real Estate items on the Consent Agenda and joins with the recommendation of staff that the Council approve each item.

There was no further discussion.

(9:37 - 9:40)

**1-1006**



# Site Map

Real Estate & Asset Mgmnt



10/17/2003

*City of Las Vegas*

Agenda Item No. 62

**AGENDA SUMMARY PAGE****CITY COUNCIL MEETING OF: NOVEMBER 5, 2003****DEPARTMENT: NEIGHBORHOOD SERVICES****DIRECTOR: SHARON SEGERBLOM**☒**CONSENT**☐**DISCUSSION****SUBJECT:****REPORT FROM REAL ESTATE COMMITTEE - Councilman Weekly and Councilwoman Moncrief**

Approval of a Lease Agreement between the City of Las Vegas and World Class West Painted Surfaces located at 1951 Stella Lake Street, commonly known as the Las Vegas Business Center (\$31,536 revenue/36 months-Las Vegas Business Center Operations Fund) - Ward 5 (Weekly)

**Fiscal Impact**☐**No Impact**☒**Budget Funds Available**☐**Augmentation Required****Amount: \$31,536/36 months (revenue)****Dept./Division: Neigh. Svcs./Neigh. Devel.****Funding Source: Las Vegas Business Center Operations Fund****PURPOSE/BACKGROUND:**

World Class West Painted Surfaces provides commercial painting and interior design services. World Class West Painted Surfaces' lease term is three years with three one-year options for renewal.

**RECOMMENDATION:**

The 11/3/2003 Real Estate Committee and staff recommend approval of the Lease Agreement between the City of Las Vegas and World Class West Painted Surfaces at the Las Vegas Business Center.

**BACKUP DOCUMENTATION:**

Lease Agreement

**MOTION:**

**REESE - APPROVED** Items 2-29, 31-47, and 49-66 as recommended and amending Item 20 to remove the word Heights - **UNANIMOUS** with MACK abstaining on Item 29 because he is on the Board of Directors of the Boys and Girls Club

**Items 30 & 48: STRICKEN** under separate action (see individual items)

**MINUTES:**

**COUNCILMAN WEEKLY** reported that the Real Estate Committee met to review all the Real Estate items on the Consent Agenda and joins with the recommendation of staff that the Council approve each item.

There was no further discussion.

(9:37 - 9:40)

1-1006

## LEASE AGREEMENT LAS VEGAS BUSINESS CENTER

THIS LEASE AGREEMENT (hereinafter "Lease") entered into this 5 day of Nov, 2003, by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada (hereinafter "Lessor"), and World Class West Painted Surfaces, (hereinafter "Lessee").

### WITNESSETH:

WHEREAS, Lessor is the owner of the Las Vegas Business Center ("Business Center"), located at 1951 Stella Lake Street in Las Vegas, Nevada; and

WHEREAS, Lessor desires to make space available at the Business Center for commercial, industrial and office operations that will enhance the economic well-being of the community and provide employment opportunities for area residents who are of low to moderate income; and

WHEREAS, Lessor desires to make available to Lessee, by means of this Lease, certain space within the Business Center on the terms and conditions set forth herein; and

WHEREAS, the Business Center was constructed in part with funds from the Economic Development Administration ("EDA") in the form of a grant (#07-01-03025), whose general and special purpose (hereinafter referred to as the purpose of the EDA grant) was to construct a light industrial/office building for multiple tenants in the Las Vegas Special Impact Area; and

WHEREAS, the Business Center was also constructed in part with funds from the U. S. Department of Housing and Urban Development ("HUD") Community Development Block Grant ("CDBG") as a capital improvement project; and

WHEREAS, this Lease is consistent with the purpose of the EDA grant and the CDBG grant.

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

#### 1. LEASE OF PREMISES

Subject to the provisions of this Lease, Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, certain space within the Business Center commonly known as Suite 38. Each suite (hereinafter the "Premises") consists of approximately 1,200 square feet and its location and dimensions are shown particularly on the copy of the Floor Plan of the Business Center that is attached hereto as Exhibit "A" and incorporated herein by this reference to be occupied by World Class West Painted Surfaces.

## 2. TERM

Unless earlier terminated in accordance with the provisions of this Lease, the term of this Lease shall be three (3) years. The term shall begin on November 1, 2003 (the "Commencement Date") and shall end on October 31, 2006.

## 3. NON-RELOCATION

It is understood and agreed that 34% of the funds to reconstruct the Business Center were received by means of a grant from EDA. Sixty-six (66%) of the funds were received from the United States Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) program. It is a condition of the EDA grant that the building not be leased to a company, which has relocated its facility from one commuting area to another. Lessee represents and warrants that it has not relocated its business facility from a location outside the Las Vegas Metropolitan Statistical Area to the Business Center. Lessee agrees to comply with EDA policies concerning nonrelocation by furnishing to Lessor, on a form provided by Lessor, a properly executed "Employer's Certificate of Nonrelocation," the form of which is attached as Exhibit "C" and provided by the City.

This condition does not apply to businesses which:

- (i) relocated to the area prior to the date of the applicant's application for lease;
- (ii) have moved or will move into the area primarily for reasons which have no connection to the lease of the Las Vegas Business Center;
- (iii) will expand employment in the Las Vegas Valley area substantially beyond employment in the area in which the business had originally been located;
- (iv) are relocating from technologically obsolete facilities to be competitive;
- (v) are expanding into the Las Vegas Valley area by adding a branch, affiliate, or subsidiary while maintaining employment levels in the old areas; or
- (vi) are determined by EDA to be exempt (13 CFR Section 316.4(b)).

## 4. JOB CREATION AND RETENTION

Lessee agrees to comply with the following requirements concerning job creation and/or retention:

a) Lessee shall implement an activity designed to create or retain permanent jobs where at least 51 percent of the jobs, computed on a full time equivalent basis, involve the employment of low- and moderate-income persons. To qualify under this paragraph, the activity must meet the following criteria:

- (i) For an activity that creates jobs, the Lessee must document that at least 51 percent of the jobs will be held by, or will be available to, low- and moderate-income persons.
- (ii) For an activity that retains jobs, the Lessee must document that the jobs would actually be lost without the CDBG assistance and that either or both of the following conditions must apply with respect to at least 51 percent of the jobs at the time the CDBG assistance is provided:
  - (A) The job is known to be held by a low- or moderate-income person; or



- (B) The job can reasonably be expected to turn over within the following two years and that steps will be taken to ensure that it will be filled by, or made available to, a low- to moderate-income person upon turnover.
- (iii) Jobs that are not held or filled by a low- or moderate-income person may be considered to be available to low- and moderate-income persons for these purposes only if:
  - (A) Special skills that can only be acquired with substantial training or work experience or education beyond high school are not a prerequisite to fill such jobs, or the business agrees to hire unqualified persons and provide training; and
  - (B) The Lessee and the assisted business take actions to ensure that low- and moderate-income persons receive first consideration for filling such jobs.

## 5. RECORDS TO BE MAINTAINED

Each Lessee shall establish and maintain sufficient records to enable the Secretary of the U.S. Department of Housing and Urban Development, or its designee, to determine whether the Lessee has met the requirements of this part. At a minimum, the following records are needed:

- a) Records demonstrating that each activity undertaken meets one of the criteria set forth in 24 CFR § 570.208. (Where information on income by family size is required, the Lessee may substitute evidence establishing that the person assisted qualifies under another program having income qualification criteria at least as restrictive as that used in the definitions of "low- and moderate-income person" and "low- and moderate-income household" (as applicable) at 24 CFR § 570.3, such as Job Training Partnership Act (JTPA) and welfare programs; or the Lessee may substitute evidence that the assisted person is homeless; or the Lessee may substitute a copy of a verifiable certification from the assisted person that his or her family income does not exceed the applicable income limit established in accordance with 24 CFR § 570.3, as specified on the Self Certification Form For Family Income, the form of which is attached as Exhibit "F" and provided by the City; or the Lessee may substitute a notice that the assisted person is a referral from a state, county or local employment agency or other entity that agrees to refer individuals it determines to be low- and moderate-income persons based on HUD's criteria and agrees to maintain documentation supporting these determinations.) Such records shall include the following information:
  - (i) For each activity determined to benefit low- and moderate-income persons based on the creation of jobs, the Lessee shall provide the documentation described in either paragraph 5(a)(1)(A) or (B) of this section.
    - A. Where the Lessee chooses to document that at least 51 percent of the jobs will be available to low- and moderate-income persons, documentation for each assisted business shall include:
      - (1) A copy of a written agreement containing:
        - a) A commitment by the business that it will make at least 51 percent of the jobs available to low- and

moderate-income persons and will provide training for any of those jobs requiring special skills or education:

- b) A listing by job title of the permanent jobs to be created indicating which jobs will be available to low- and moderate-income persons, which jobs require special skills or education, and which jobs are part-time, if any; and
  - c) A description of actions to be taken by the Associate and business to ensure that low- and moderate-income persons receive first consideration for those jobs; and
- (2) A listing by job title of the permanent jobs filled, and which jobs of those were available to low-moderate-income persons; and a description of how first consideration was given to such persons for those jobs. The description shall include what hiring process was used; which low- and moderate-income persons were interviewed for a particular job; and which low- and moderate-income persons were hired.
- B. Where the Lessee chooses to document that at least 51 percent of the jobs will be held by low- and moderate-income persons, documentation for each assisted business shall include:
- (1) A copy of a written agreement containing:
    - a) A commitment by the business that at least 51 percent of the jobs, on a full-time equivalent basis, will be held by low- and moderate-income persons; and
    - b) A listing by job title of the permanent jobs to be created, identifying which are part-time, if any.
  - (1) A listing by job title of the permanent jobs filled and which jobs were initially held by low- and moderate-income persons; and
  - (2) For each such low- and moderate-income person hired, the size and annual income of the person's family prior to the person being hired for the job.
- (ii) For each activity determined to benefit low- and moderate-income persons based on the retention of jobs:
- A. Evidence that in the absence of CDBG assistance, jobs would be lost;
  - B. For each business assisted, a listing by job title of permanent jobs retained, indicating which of those jobs are part time and (where it is known) which are held by low- and moderate-income persons at the time the CDBG assistance is provided. Where applicable, identification of any of the retained jobs (other than those known to

be held by low- and moderate-income persons) which are projected to become available to low- and moderate-income persons through job turnover within two years of the time CDBG assistance is provided. Information upon which the job turnover projections were based shall also be included in the record;

- C. For each retained job claimed to be held by a low- and moderate-income person, information on the size and annual income of the person's family;
  - D. For jobs claimed to be available to low- and moderate-income persons based on job turnover, a description covering the items required for "available to" jobs in paragraph 5(a) of this section; and,
  - E. Where jobs were claimed to be available to low- and moderate-income persons through turnover, a listing of each job which has turned over to date, indicating which of those jobs were either taken by, or available to, low- and moderate-income persons. For jobs made available, a description of how first consideration was given to such persons for those jobs shall also be included in the record.
- (iii) For purposes of documenting, pursuant to section 5(a)(i)(B), 5(a)(i)(B)(3), 5(a)(ii)(C), or 5(a)(ii)(E), the person for whom a job was either filled by or made available to a low- or moderate-income person based upon the census tract where the person resides or in which the business is located, the Lessee, in lieu of maintaining records showing the person's family size and income, may substitute records showing either the person's address at the time the determination of income status was made or the address of the business providing the job, as applicable, the census tract in which that address was located, the percent of persons residing in that tract who either are in poverty or who are low- and moderate-income, as applicable, the data source used for determining the percentage, and a description of the pervasive poverty and general distress in the census tract in sufficient detail to demonstrate how the census tract met the criteria in 24 CFR § 570.208(a)(4)(v), as applicable.

## 6. CONDITION OF PREMISES

The Premises are leased to Lessee on an "as-is" basis, except that Lessor warrants that the building complies with applicable building-related codes. Lessor makes no other warranty concerning the Premises and shall have no obligation to construct any improvements other than those that presently exist. However, Lessee shall be entitled to any warranties from third-party suppliers, manufacturers or contractors that may be in force and that run in favor of the Lessor of the Business Center.

## 7. OPTION TO RENEW

Lessor agrees that Lessee may renew this Lease for an additional period of three (3) years, exercised in one (1) year options, in accordance with the terms and conditions contained in this Lease, but subject to the following conditions:

- A. In order to exercise the options, Lessee must first provide Lessor at least 120 days prior written notice of its intent to renew;
- B. The minimum monthly rent may include up to five (5) percent increase or the Consumer Price Index for the previous year, whichever is less, but in no event shall any annual increase exceed \$.10 per square foot. The lease renewal shall be renegotiated within the 120-day period immediately preceding the end of the applicable Lease term. The parties may propose the renegotiation of other terms and conditions for the renewal period; and
- C. Lessor shall be under no obligation to honor the option if Lessee is in default of any covenant, obligation or condition of this Lease.

#### 8. MINIMUM RENT

Lessee agrees to pay Lessor at such place as Lessor may designate, without prior demand therefore and without any deductions or setoff whatsoever, and as minimum monthly rent, the sum of Eight Hundred Forty Dollars and No/Hundredths (\$840.00) in advance, calculated at Eighty Cents (\$.80) per square foot for the 400 square foot office area and Sixty-five Cents (\$.65) per square foot for the flex-space in the 800 square foot warehouse area, on the first day of each calendar month during the first year of the Lease. Lessee agrees to pay the sum of Eight Hundred Seventy Six Dollars and No/Hundredths (\$876.00), calculated at Eighty-three Cents (\$.83) per square foot for the 400 square foot office area and Sixty-eight Cents (\$.68) per square foot for the flex-space in the 800 square foot warehouse area, on the first day of each calendar month during the second year of the Lease. Lessee agrees to pay the sum of Nine Hundred Twelve Dollars and No/Hundredths (\$912.00), calculated at Eighty-six Cents (\$.86) per square foot for the 400 square foot office area and Seventy-one Cents (\$.71) per square foot for the flex-space in the 800 square foot warehouse area, on the first day of each calendar month during the third year of the Lease, thus producing \$31,536 in program income over the initial three-year period.

Lessee agrees to pay Lessor, on November 1, 2003, the first full month's rent and, if the Commencement Date occurs on a day other than the first day of the month, additional rent for the initial fractional month prorated on a per diem basis. Rental payments made by Lessee to Lessor may be by check or draft and are subject to collection. If payment of any rent by check or draft is dishonored upon presentation for payment, Lessee shall pay a Twenty-five and No/hundredths (\$25.00) return check charge, which shall be payable to Lessor, as additional rent, together with Lessee's next monthly rental payment. If the area contained within the Premises is increased or decreased by agreement during the term of this Lease, the minimum shall be adjusted based upon the agreed rate per square foot in the relevant year. Such adjustment shall not be effective until the Lessor has provided Lessee at least thirty (30) days written notice thereof.

#### 9. RENT DEFINED

The terms "rent" and "rental" as used in this Lease means the minimum rent as described in Section 8, any rental adjustment to reflect increases or decreases in the area of the Premises, any additional rents, any amounts to be reimbursed by Lessee and any and all other sums, no matter how designated, that are required to be paid by Lessee under this Lease.

#### 10. LATE CHARGES

In the event Lessee is delinquent in the payment of rent for a period in excess of ten (10) days, after the tenth day, there shall be added to the rent a late charge of Twenty-Five Dollars and No/hundredths (\$25.00) for the ten days, plus Five Dollars and No/hundredths (\$5.00) for each additional day.

#### 11. SECURITY DEPOSIT

On or before the Commencement Date, Lessee agrees to deposit with Lessor, in addition to the sum specified in Section 8, the sum of Eight Hundred Forty Dollars and No/Hundredths (\$840.00) as a security deposit for the performance by Lessee of all the covenants, terms and conditions that it is required to perform hereunder.

After the Commencement Date, if Lessee fails to pay rent or perform any other obligation, covenant, term or condition that it is required to perform under this Lease, Lessor may use, apply or retain all or any part of the security deposit for the payment of rent or other amount in default, or for the payment of any other amount that Lessor may spend or become obligated to spend to cure Lessee's default. If any portion of the security deposit is so used or applied, Lessee shall deposit with Lessor, within fifteen (15) days after receipt of written demand therefore along with an invoice or other proof of cost to cure, the amount necessary to restore the security deposit to its original amount. The failure on Lessee's part to do so shall constitute a material breach. Lessor shall be entitled to commingle the security deposit with its own funds and Lessee shall not be entitled to interest on the security deposit. If Lessee faithfully performs its obligations under this Lease and returns the Premises to Lessor in the same condition they were in at the commencement of this Lease, ordinary wear and tear excepted, Lessor shall return the security deposit (or such portion thereof as remains) to Lessee within fifteen (15) days.

#### 12. USE OF PREMISES

Lessee agrees to use the Premises solely for the purpose of conducting its business, which is expressly limited to programs and services for Lessee clients. Except as expressly consented to in writing by Lessor, Lessee shall not use or permit the Premises to be used for any purpose, and shall not operate under any name, other than those which are set forth in this Section 12. In addition, Lessee agrees not to use the Premises or permit its use for any purpose that is inconsistent with the purpose of the EDA and CDBG grants.

#### 13. LAWS, WASTE, NUISANCE

Lessee covenants that it:

- A. Will not use or suffer or permit any persons or persons to use the Premises or any part thereof for conducting thereon any activity not authorized in this Lease;
- B. Will comply with all laws, ordinances, regulations and requirements, now in force or which hereafter may be in force, of any lawful governmental body or authority having jurisdiction over the Premises;
- C. Will keep the Premises and every part thereof in a clean, neat and orderly condition, and will in all respects and at all times fully comply with all health and police regulations; and
- D. Will not suffer, permit or commit any nuisance or waste.

#### 14. CHANGES TO AND OPERATION OF BUSINESS CENTER

Lessor reserves the right at all times to exercise reasonable control over, and from time to time to make changes, alterations or additions to, the Business Center. Lessor shall endeavor to do so with a minimum of disruption to Lessee's rights under this Lease. This Section does not diminish Lessee's right to seek any remedy available at law or in equity for injury or damage that Lessee may suffer because of Lessor's alteration of the interior of the Premises.

#### 15. MAINTENANCE OBLIGATIONS

Lessee, at its sole cost and expense, shall at all times keep the Premises, including exterior entrances, all glass and window moldings, sidewalks (whether included in the description of the Premises or adjoining the same), partitions, doors, fixtures, equipment and appurtenances thereof, including lighting, heating, plumbing pipes and fixtures, sewage facilities, electrical wiring, conduits and motors and any air conditioning (HVAC) system, all in good working order, and shall perform periodic interior painting as reasonably determined necessary by Lessor.

If Lessee refuses or neglects to perform maintenance or repair as required hereunder to the reasonable satisfaction of Lessor as soon as reasonably possible after written demand, Lessor may make such repairs. Upon completion of any such repairs, Lessee shall pay Lessor's cost for making such repairs within fifteen (15) days after presentation of a bill therefore. Failure of Lessee to do so shall constitute a default by Lessee hereunder.

Lessor shall maintain the structural components of the Business Center. The structural components of the Business Center shall consist of the following: the foundations, bearing and exterior walls, the roof, the electrical, plumbing and sewage systems lying outside the Premises; gutters and downspouts and other structural improvements made by Lessor to the building in which the Premises are located. If Lessor is required to make structural repairs by reason of Lessee's negligent act or omission, Lessee shall pay Lessor's cost for making such repairs within fifteen (15) days after presentation of a bill therefore. Failure of Lessee to do so shall constitute a default by Lessee hereunder. Lessor's obligation of repair as provided for herein is expressly conditioned upon Lessor's receipt of written notice, given in the manner set forth in Section 44, of the need for such repair. Lessor shall have no liability to Lessee based upon Lessor's failure to repair in the absence of the notice hereby required to be given.

#### 16. ALTERATIONS

Lessee shall not make or cause to be made to the Premises any alterations, additions or improvements, or install or cause to be installed any trade fixtures, exterior signs, floor coverings, interior or exterior lighting, plumbing fixtures, or shades or awnings, or make any other changes, without first obtaining Lessor's written approval. Lessee shall present to the Lessor plans and specifications for such work at the time approval is sought. In the event Lessor consents to the making of any alterations, additions or improvements to the Premises by Lessee, the same shall be made by Lessee at Lessee's sole cost and expense. All such work with respect to any alterations, additions and changes shall be done in a good and workmanlike manner and diligently prosecuted to completion such that, except as absolutely necessary during the course of such work, the Premises shall at all times be a complete operating unit. Any such alterations, additions or changes shall be performed and done strictly in accordance with all laws, regulations and ordinances relating thereto. In performing the work of any such alterations, additions or

changes, Lessee shall have the same performed in such a manner as not to obstruct access to any portion of the Premises or the Business Center. Any alterations, additions or improvements to the Premises including wall covering, paneling and built-in cabinet work, but excepting movable furniture and trade fixtures, shall at once become a part of the realty and shall be surrendered with the Premises and to become the property of Lessor unless Lessor otherwise elects at the end of the term hereof.

Lessee shall obtain any and all federal, state and local permits and licenses required to conduct business. Lessee further agrees to abide by all applicable federal, state, and local codes, regulations, statutes, ordinances, and laws. The City makes neither representation nor commitment concerning approval of development-related permits for the Business.

#### 17. UTILITIES

Lessee shall be solely responsible for and shall promptly pay all charges for use or consumption in or upon the Premises for heat, gas, electricity or other utility services, including telephone repair and monthly telephone bills. Lessor shall pay for and be responsible for the supply of water, sewer, and trash removal to the Premises and for utilities supplied to common areas. Lessor shall not be liable in the event of any interruption in the supply of any utility services to the Premises or Business Center except and unless said interruption is due Lessor's negligence. Lessee agrees that it will not install any equipment which will exceed or overload the capacity of any utility facilities and that if any equipment installed by Lessee shall require additional utility facilities, the same shall be installed at Lessee's expense in accordance with plans and specifications previously approved in writing by Lessor.

#### 18. USE OF PARKING AND OTHER AREAS

In connection with its use of the Premises pursuant to this Lease, Lessee is entitled to reasonable use of the parking lot for the Business Center under a revocable license. All facilities in or about the Business Center shall be subject to the exclusive control and management of Lessor. Lessor shall have the right to construct, maintain and operate lighting and other facilities on all said areas and improvements; to police the same; to change the area, level, location and arrangements of the parking area and other common facilities; to restrict parking by lessees, their officers, agents, and employees; to close all or any portion of said areas or facilities to such extent as may be legally sufficient to prevent a dedication thereof or the accrual of any right to any person or the public therein; and to close temporarily all or any portion of the parking areas or facilities to discourage non-customer parking. Lessor shall operate and maintain the parking area in such manner as Lessor in its discretion shall determine. Lessor shall have full right and authority to employ and discharge all its personnel with respect thereto, and shall have the right, through reasonable rules, regulations and /or restrictive covenants promulgated by it from time to time, to control use and operation of the parking area in order that the same may occur in a proper and orderly fashion. No such rules, regulations or restrictive covenants may be enforced against Lessee unless notice thereof is first provided to Lessee.

#### 19. TAXES

Subject to applicable exemptions from tax, Lessee shall be solely responsible for and shall pay before delinquency any and all taxes of any nature that may be levied, assessed or imposed upon the possession or use of the Premises or buildings, structures, improvements, personal property and other taxable interests located in or upon the Premises.

## 20. RESPONSIBILITY AND LIABILITY

Lessee will be financially responsible to Lessor for liability or claims for damages or injury resulting from negligent or intentional acts or omissions by Lessee and its employees in connection with an occurrence upon the Premises during the term of this Lease, and Lessee will resist and defend at its own expense any actions or proceeding brought against Lessor by reason of such claims.

## 21. INSURANCE

Lessee agrees to procure and maintain, at its sole cost and expense and during the term of this Lease and any renewal period thereof, the following:

- A. Fire insurance and extended coverage insurance to cover the replacement cost of Lessee's improvements, trade fixtures, furnishings, equipment and all other personal property;
- B. Workmen's compensation coverage as required by law, whether by self-insurance or otherwise.
- C. General liability and property damage coverage with respect to the Premises with combined single limits of not less than \$1,000,000 per person and per occurrence for bodily injury and a limit of not less than \$1,000,000 per accident or occurrence for property damage. The liability coverage may be provided through self-insurance.

Lessee agrees that Lessor shall be an additional named insured with respect to the property damage coverage described in subsection C of this Section 21. Lessee further agrees to deliver to Lessor evidence of the coverages required herein no later than 30 days after the Commencement Date. The policy or policies that provide property damage coverage shall contain a provision that the insurer will not cancel or reduce the required coverage without first providing Lessor at least 30 days' written notice.

## 22. ACCESS TO PREMISES

Lessor shall have the right to place, maintain and repair all utility equipment of any kind in, upon and under the Premises as may be necessary for the servicing of the Premises and other portions of the Business Center. Lessor shall also have the right to enter the Premises upon reasonable notice to inspect or to exhibit the same to prospective purchasers, and lessees, and to make such repairs, additions, alterations or improvements as Lessor may deem desirable. During the four (4) months prior to the expiration of this Lease or of any renewal term, Lessor may place upon the Premises signs indicating the availability of the Premises for lease or sale, which Lessee shall permit to remain thereon.

Lessor may enter the Premises at any time, without notice, in the event of an actual or believed emergency. Lessor shall at all times have and retain a key with which to unlock all of the doors of the Premises, excluding Lessee's vaults and safes, and Lessor shall have the right to use any and all means which Lessor may deem proper to open said doors in an emergency in order to obtain entry to the Premises. Any entry to the Premises by any of said means, or otherwise, shall not under any circumstances be construed or deemed to be a forcible or unlawful entry into, or a detainer of the Premises, or an eviction of Lessee from the Leased Premises or any portion thereof.



## 23. SURRENDER OF PREMISES

Upon expiration or other authorized termination of this Lease, Lessee shall surrender the Premises in the same condition as they were in at the commencement of this Lease, except for additions, alterations or changes specifically authorized by Lessor and reasonable wear and tear, and shall deliver all keys to Lessor. Keys are the property of the City of Las Vegas and should not be duplicated. Lessee will be charged \$10.00 for each key not returned upon surrendering premises. Before surrendering the Premises, Lessee shall remove all of its personal property and trade fixtures and such alterations or additions to the Premises made by Lessee as may be specified for removal by Lessor, and shall repair any damage caused by such property or the removal thereof.

## 24. HOLDING OVER

Any holding over after the expiration of the term hereof or of any renewal term shall be construed to be a tenancy from month to month at a negotiated rate and shall otherwise be on terms herein specified so far as possible.

## 25. SALE OF BUSINESS CENTER

Lessor reserves the right at any time to sell, convey or otherwise transfer its interest in the Business Center or any portion thereof. In the event of a sale, conveyance or transfer of its interest (other than a transfer for purposes of creating a security interest), Lessor must include, as part of the documents transferring its interest, a provision obligating its successor to honor Lessor's obligations under this Lease.

## 26. EMINENT DOMAIN

In case the whole of the Premises, or such part thereof as shall substantially interfere with Lessee's use and occupancy thereof, shall be taken by any lawful power or authority by exercise of the right of eminent domain, or sold to prevent such taking, either Party may terminate this Lease effective as of the date possession is required to be surrendered to said authority. Lessee shall not because of such taking assert any claim against Lessor or the taking authority for any compensation because of such taking, and Lessor shall be entitled to receive the entire amount of any award without deduction for any estate or interest of Lessee. In the event the amount of property or the type of estate taken shall not substantially interfere with the conduct of Lessee's business, Lessor shall be entitled to the entire amount of the award without deduction for any estate or interest of Lessee. In such event, Lessor shall promptly proceed to restore the Premises to substantially their condition prior to such partial taking, and a proportionate allowance shall be made to Lessee for the rent corresponding to the time during which, and to the part of the Premises of which, Lessee is so deprived on account of such taking and restoration. Nothing contained in this Section 26 shall be deemed to give Lessor any interest in, or prevent Lessee from seeking any award against the taking authority for, the taking of personal property and fixtures belonging to Lessee or for relocation expenses recoverable against the taking authority.

## 27. DAMAGE OR DESTRUCTION

- A. Lessee shall give prompt notice to Lessor in case of fire or accidents in or near the Premises or in the common areas.
- B. If the Premises are partially damaged by fire or other casualty, Lessor shall repair such damage at its cost, subject to Lessor's option contained in subsection C of this

Section, and rent shall be abated according to the part of the Premises which remains unusable by Lessee until such repairs are completed.

C. If the Business Center or common areas are substantially or totally destroyed, or if the Premises are damaged so extensively that they cannot, in Lessor's opinion, be repaired within sixty (60) days after commencement of such repairs, or if Lessor shall decide to rebuild the Business Center or common areas so that they will be substantially different structurally or architecturally, then either party, at its option and within thirty (30) days after such damage or destruction, may give the other party written notice thereof and this Lease shall thereupon be canceled effective as of the date of the occurrence of such damage or destruction. If the Lease is not canceled and Lessor elects to repair and rebuild, this Lease shall remain in effect and rent shall be abated in proportion to the part of the Premises which are unusable by Lessee.

D. If any damage referred to in this Section 27 is due in whole or in part to the act, neglect, fault or omission of Lessee, there shall be no abatement of rent.

## 28. LIENS AND ENCUMBRANCES

Lessee agrees to keep the Premises and its interest therein free from liens and encumbrances. If any lien or other encumbrance is filed against the Premises or any part thereof by reason of Lessee's acts or omissions or because of a claim against Lessee, Lessee shall cause the same to be canceled and discharged of record by bond or otherwise within ten (10) days after notice by Lessor. The failure of Lessee to obtain a cancellation or discharge of record by bond or otherwise as provided herein within the time limit hereby established shall constitute a default of the terms of this Lease.

## 29. ASSIGNMENT AND SUBLETTING

Lessee shall not transfer, assign, delegate, mortgage or hypothecate this Lease, in whole or in part, or permit the use of the Premises by any person or persons other than Lessee, or sublet the Premises, or any part thereof, without the prior written consent of Lessor in each instance. In accordance with 13 C.F.R. Part 314, Lessee also agrees not to transfer, assign, delegate, mortgage or hypothecate this Lease, in whole or in part, or sublet the Premises, in whole or in part, for any purpose, or with any effect, that is inconsistent with the purpose of the EDA and CDBG grants.

Any assignment or subletting without Lessor's consent shall be voidable by Lessor and shall constitute a default hereunder which, at the option of Lessor, shall result in the termination of this Lease or the exercise of Lessor's other remedies hereunder, or both. Consent to any assignment or subletting shall not operate as a waiver of the necessity for consent to any subsequent assignment or subletting. The terms of any such consent shall be binding upon any persons holding by, under or through Lessee.

## 30. DEFAULT BY LESSOR

In the event Lessor fails to fulfill any obligation under this Lease, Lessee shall, before exercising any right or remedy available to it, give Lessor written notice of the claimed breach, default or noncompliance, which Lessor shall have the right to cure for the thirty (30) days following the giving of the notice. Subject to the provisions of Section 27, if Lessor fails or refuses to make repairs or provide services, which are required hereunder within thirty (30) days

after receiving written notice from Lessee of the need therefore, Lessee may exercise any right or remedy available to it under Nevada law.

**31. DEFAULT BY LESSEE**

A. Upon the occurrence of any of the following events, Lessor shall have the remedies set forth in subsection B.

- 1) Lessee's failure to pay any rental or any other sum due hereunder within thirty (30) days after the same shall be due.
- 2) Lessee's failure to perform any other term, condition, or covenant to be performed by it pursuant to this Lease within thirty (30) days after written notice of such default shall have been given to Lessee by Lessor.
- 3) The falsification by Lessee or its agents of any document required to be furnished to Lessor hereunder.

B. Upon the occurrence of any of the events set forth in subsection A, Lessor shall have the option to take any or all of the following actions, without further notice or demand of any kind to Lessee or any other person:

- 1) Terminate this Lease by written notice to Lessee. In the event of such termination, Lessee agrees to immediately surrender possession of the Premises.
- 2) Seek damages and any other remedy available under Nevada law.

**32. GOVERNING LAW**

This Lease shall be governed by and interpreted according to the laws of the State of Nevada.

**33. NO PARTNERSHIP**

Lessor does not by this Lease, in any way or for any purpose, become a partner or joint venturer of Lessee in the conduct of its business or otherwise.

**34. FORCE MAJEURE**

Each of the parties shall be excused for the period of any delay in the performance of any obligation hereunder when prevented from doing so by cause or causes beyond that party's control, including labor disputes, civil commotion, war, governmental regulations or controls, fire or other casualty, inability to obtain any material or services, or acts of God.

**35. NO WAIVER**

Failure of Lessor to insist upon the strict performance of any provision or to exercise any option hereunder shall not be deemed a waiver of its right to do so in the future. No provision of this Lease shall be deemed to have been waived by Lessor unless such waiver is in writing.

**36. PARTIAL INVALIDITY**

If any provision of this Lease or the application thereof to any person or circumstances shall to any extent be invalid, the remainder of this Lease or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by Law.

**37. BROKER'S COMMISSIONS**

Lessee represents and warrants that there are no claims against it for brokerage commissions or finder's fees in connection with this Lease. If any such instances do occur, brokerage commissions or finder's fees will be paid entirely by the Lessee.

**38. PROVISIONS BINDING**

Except as otherwise provided, all provisions herein shall be binding upon and shall inure to the benefit of the parties, their legal representatives, successors and assigns. In the event of any sale or assignment (except for purpose of security or collateral) by Lessor of the Business Center, the Premises or this Lease, Lessor shall, from and after the effective date thereof (irrespective of when such sale or assignment occurs), be entirely relieved of all of its obligations which shall, as of the time of such sale or assignment or on the effective date, whichever is later, automatically pass to Lessor's successor in interest. The preceding sentence applies only if Lessor's successor-in-interest is required by the transfer documents to honor Lessor's obligations under this Lease.

**39. DRUG-FREE WORKPLACE**

As a Lessee of a HOME-funded facility, and in connection with public services offered, World Class West Painted Surfaces agree that it shall comply with the provisions of the Drug-Free Workplace Act of 1988, 45 CFR Part 76, Subpart F, which requires that World Class West Painted Surfaces shall maintain a facility free from the illegal use, possession, or distribution of drugs or alcohol by its beneficiaries (Exhibit D).

**40. NON-DISCRIMINATION**

Lessor and Lessee each assures that the Premises are not segregated with respect to race, color, religion or national origin, and each agrees that it will not segregate or discriminate on such grounds with respect to public utilization of or access to the Premises. Lessee agrees to comply with EDA policies concerning nondiscrimination and civil rights by furnishing to Lessor, for transmittal to EDA, a properly executed "Assurance of Compliance with Civil Rights and Other Legal Requirements" form, Exhibit E, and such other civil rights materials as EDA may require in order to analyze Lessee's civil rights posture and practices. Lessor agrees to provide Lessee with any forms that Lessee may be required to furnish hereunder.

**41. ENTIRE AGREEMENT**

This Lease, including any exhibits and addenda attached hereto, set forth the entire agreement between the parties. All such exhibits and addenda mentioned in this Lease are incorporated herein by reference. Any prior conversations or writings concerning the lease of the Premises are merged herein and extinguished. No amendment to this Lease shall be binding upon Lessor or Lessee unless reduced to writing and executed by the Parties and, in the case of the Lessee, executed with the same formality as attended Lessee's execution of this Lease.

**42. SUBMISSION OF THIS LEASE**

Submission of this Lease for examination by Lessee does not constitute an option for the Premises and becomes effective as a lease only upon execution and delivery thereof by Lessor to Lessee. If any provision contained in an amendment or addendum is inconsistent with a provision in the body of this Lease, the provision contained in said amendment or addendum shall control. 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.

43. **AUTHORITY OF SIGNATORIES**

Each signatory to this Lease represents that he or she is duly authorized to execute and deliver the same on behalf of the entity for which he or she is signing and that this Lease is binding upon said entity in accordance with its terms.

44. **NOTICES**

Any notice, demand, request, or other instrument which may be or is required to be given under this Lease shall be delivered in person or sent by United States certified or registered mail, postage prepaid, and shall be sent to the following address:

If to the Lessor: Sharon Segerblom, Director  
City of Las Vegas  
Neighborhood Services Department  
400 Stewart Avenue  
Las Vegas, Nevada 89101

If to the Lessee: Christine M. Alder-Holliday, Projects Coordinator  
World Class West Painted Surfaces  
1951 Stella Lake Street, Suite 38  
Las Vegas, NV 89106

Either party may designate a different address by giving written notice to the other Party.

45. **APPROVAL OR CONSENT BY LESSOR**

Whenever the approval or consent of Lessor is required by this Lease, such approval or consent shall not be unreasonably withheld.

46. **DISCLOSURE OF PRINCIPALS**

Lessee represents and warrants that there are no principals or owners of Lessee's company, except as disclosed in Exhibit B. Certification Regarding Disclosure of Principals, as signed and attached hereto.

47. **CANCELLATION OF LEASE**

It is understood, acknowledged and agreed by Lessor and Lessee that funding for Lessee's services and programs are frequently derived from local, state, and federal sources. It is further understood that funds may be increased or decreased by the funding sources in accordance with budget increases or cuts. If the funding is diminished significantly that local services or programs must be cancelled or reduced, Lessee may request Lessor to waive this Lease Agreement. If the Lessee provides a written request in writing and a minimum of 30 days written notice, such approval or consent by Lessor will not be unreasonably withheld.

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IN WITNESS WHEREOF, the Parties hereto have executed this Lease on the date first set forth above.

CITY OF LAS VEGAS

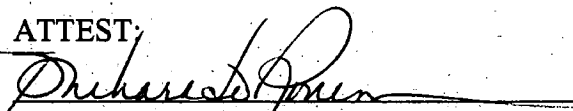
By



OSCAR B. GOODMAN, Mayor

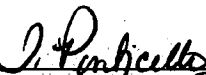
"LESSOR"

ATTEST:



BARBARA JO RONEMUS, City Clerk

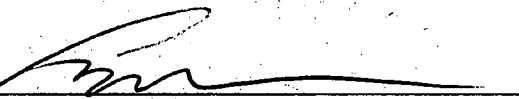
APPROVED AS TO FORM



9/23/03

WORLD CLASS WEST PAINTED SURFACES

By



CHRISTINE M. ALDER-HOLLIDAY, Projects Coordinator

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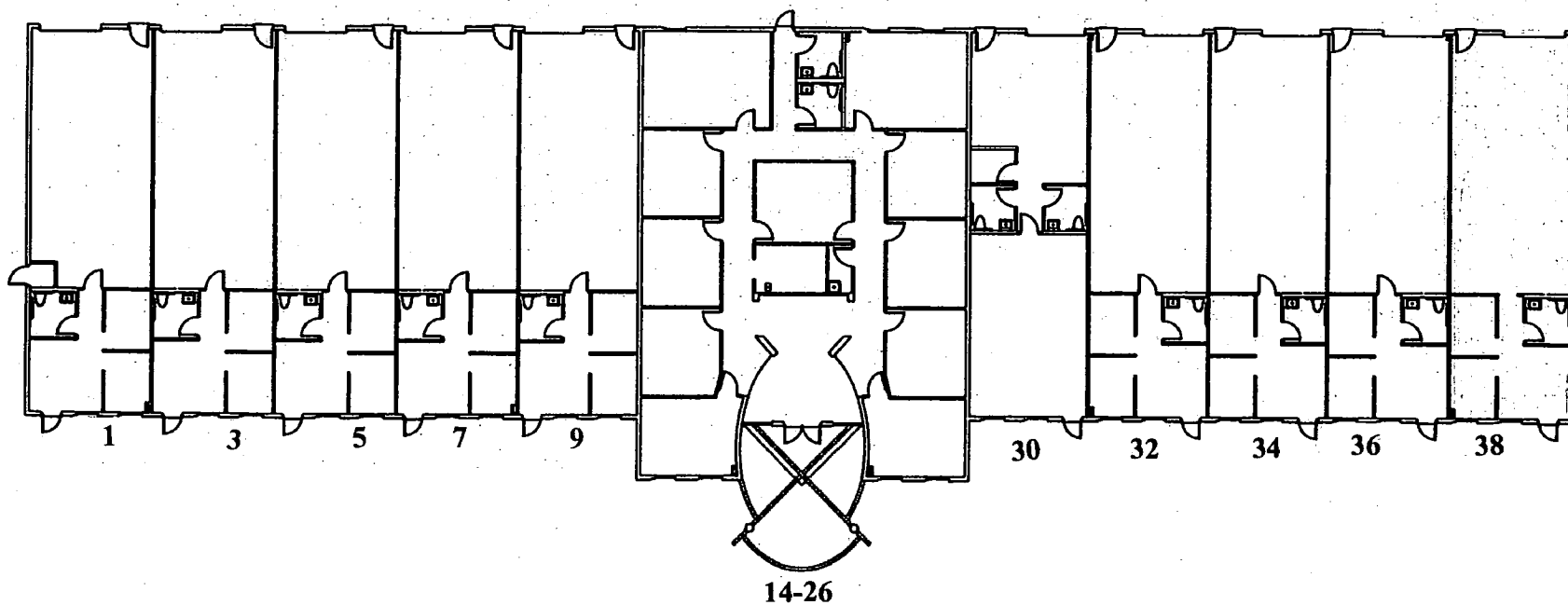
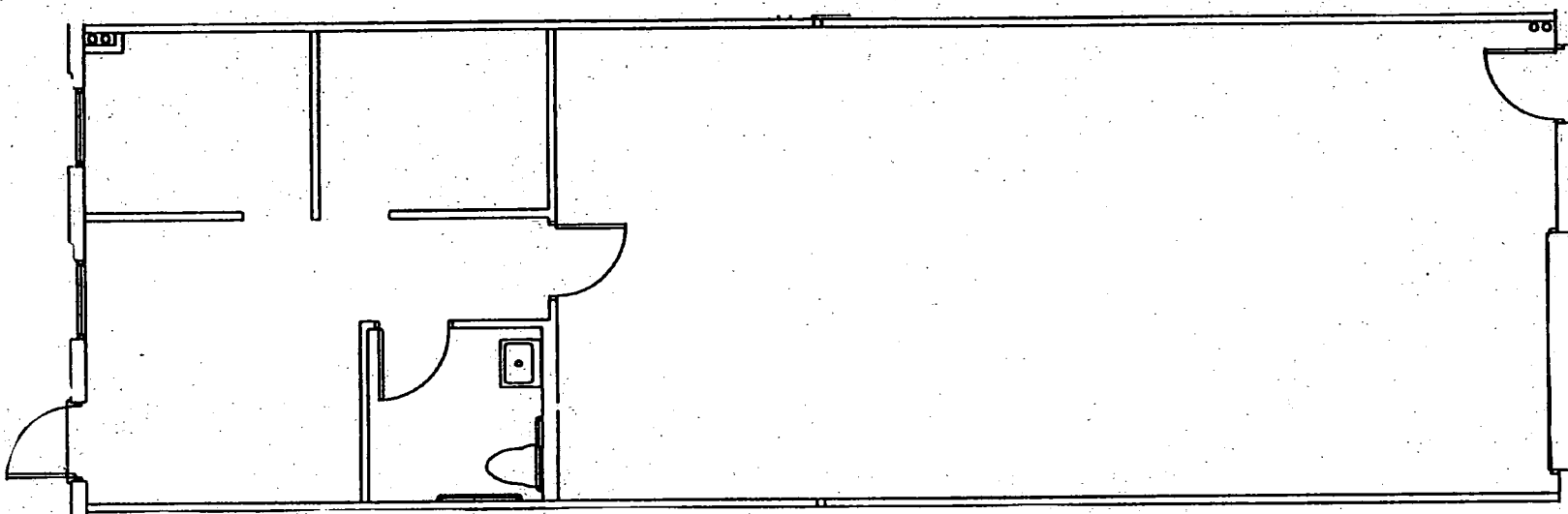
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Exhibit "A"  
Las Vegas Business Center  
Floor Plan



14-26





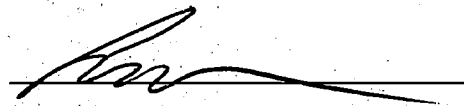
**Exhibit C**  
**Employer's Certificate of Nonrelocation**

I certify that I have not relocated my business from one commuting area to another. I have not relocated my business from a location outside the Las Vegas Metropolitan Statistical Area ("Area") to the Business Center. I agree to comply with EDA policies concerning nonrelocation by furnishing to City, on this Exhibit C, the "Employer's Certificate of Nonrelocation".

**Approved EDA Exemptions from the Nonrelocation:**

- (i) relocated to the Area prior to the date of the applicant's application for Lease;
- (ii) moved or will move into the Area primarily for reasons which have no connection to the Lease of the Las Vegas Business Center;
- (iii) expand employment in Area substantially beyond employment in the area in which the business had originally been located;
- (iv) relocating from technologically obsolete facilities to be competitive;
- (v) expanding into the Area by adding a branch, affiliate, or subsidiary while maintaining employment levels in the old areas; or
- (vi) determined by EDA to be exempt (13 CFR Section 316.4(b)).

World Class West Painted Surfaces



Christine M. Adler-Holliday, Projects Coordinator

Date 10/9/03

**Exhibit D**  
**Certification Regarding Drug-Free Requirements**  
**City of Las Vegas**  
**Certification**

Lessee certifies that it will provide a drug-free workplace by:

1. Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Premises and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing a drug-free awareness program to inform employees about:
  - a. the dangers of drug abuse in the workplace;
  - b. the Lessee's policy of maintaining a drug-free workplace;
  - c. any available drug counseling, rehabilitation, and employee assistance programs; and
  - d. the penalties that may be imposed upon employees for drug violations occurring in the workplace.
3. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will:
  - a. abide by the terms of the statement; and
  - b. notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
4. Notifying the City within ten days after receiving notice under subparagraph 3b from an employee or otherwise receiving actual notice of such conviction;
5. Taking one of the following actions, within 30 days of receiving notice under subparagraph 3b with respect to any employee who is so convicted:
  - a. taking appropriate personnel action against such an employee, up to and including termination; or
  - b. requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;
6. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5, and 6.

World Class West Painted Surfaces



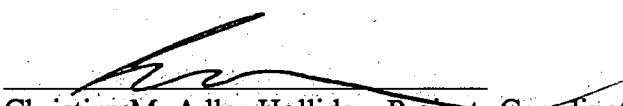
Christine M. Adler-Holliday, Projects Coordinator

**Exhibit E**  
**Certificate of Non-Discrimination**

World Class West Painted Surfaces assures that the Premises are not segregated with respect to race, color, religion, or national origin, and that World Class West Painted Surfaces will not segregate or discriminate on such grounds with respect to public utilization of or access to the Premises. World Class West Painted Surfaces further agrees to comply with EDA policies concerning nondiscrimination and civil rights by furnishing to the City, for transmittal to the EDA, a properly executed "Assurance of Compliance with Civil Rights and Other Legal Requirements" form and such other civil rights materials as EDA may require in order to analyze World Class West Painted Surfaces' civil rights posture and practices.

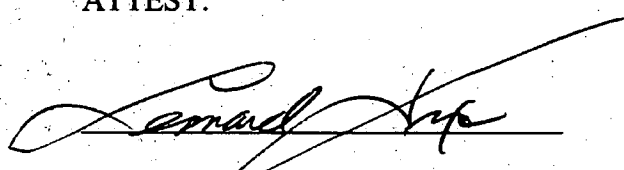
I certify that the information set forth above is true and correct.

World Class West Painted Surfaces

  
Christine M. Adler-Holliday, Projects Coordinator

10/9/03  
Date

ATTEST:

  
Leonard Dixon, Staff  
Neighborhood Services Department

**Exhibit F**  
**SELF-CERTIFICATION FORM FOR FAMILY INCOME**

Date: \_\_\_\_\_

City / County: \_\_\_\_\_

Community Development Block Grant request for fiscal year \_\_\_\_\_

The information you provide regarding your family income will be part of your request for state subsidy funds that will assist the economic development of \_\_\_\_\_.

The information will be confidential, but may require verification.

Please indicate by circling the number that represents the number of persons in your family as well as the approximate income. Please indicate whether your income is over or below the amounts noted below by the number of persons in your family. If your stay is seasonal and your permanent home is at a different place, use the number of family members who reside at the permanent residence.

| FAMILY SIZE | INCOME   | ABOVE | UNDER |
|-------------|----------|-------|-------|
| 1           | \$29,950 | _____ | _____ |
| 2           | \$34,250 | _____ | _____ |
| 3           | \$38,500 | _____ | _____ |
| 4           | \$42,800 | _____ | _____ |
| 5           | \$46,200 | _____ | _____ |
| 6           | \$49,650 | _____ | _____ |
| 7           | \$53,050 | _____ | _____ |
| 8           | \$56,500 | _____ | _____ |

How many hours do you work each month? \_\_\_\_\_

Gender of head of household: \_\_\_\_\_ Male \_\_\_\_\_ Female

Nationality and age of head of household: \_\_\_\_\_ Over 62 years of age

\_\_\_\_\_ White \_\_\_\_\_ Black \_\_\_\_\_ Hispanic \_\_\_\_\_ Asian

\_\_\_\_\_ Alaska Native \_\_\_\_\_ Pacific Islander \_\_\_\_\_ American Indian

**Income Verification**

I certify that this income information is correct and I understand that the information I have provided on my family income is subject to verification by authorized representatives of the City / County of \_\_\_\_\_ and the United States Department of Housing and Urban Development.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Home Address: \_\_\_\_\_

(Printed Name)

*City of Las Vegas*

Agenda Item No. 63

**AGENDA SUMMARY PAGE****CITY COUNCIL MEETING OF: NOVEMBER 5, 2003****DEPARTMENT: BUSINESS DEVELOPMENT****DIRECTOR: IAIN VASEY (ACTING)**☒**CONSENT**☐**DISCUSSION****SUBJECT:****REPORT FROM REAL ESTATE COMMITTEE - Councilman Weekly and Councilwoman Moncrief**

Approval of the First Amendment to Lease Agreement with U.S. Bank National Association for retail space in the Stewart Avenue Garage located at 261 Las Vegas Boulevard North, APN 139-34-510-045 (\$14,897.03 - Parking Fund-Stewart Avenue Parking Garage) - Ward 5 (Weekly)

**Fiscal Impact**☐**No Impact****Amount: \$14,897.03**☒**Budget Funds Available****Dept./Division: OBD/Economic Development**☐**Augmentation Required****Funding Source: Parking Fund-Stewart Avenue Parking Garage****PURPOSE/BACKGROUND:**

Council previously authorized the Mayor to execute the Lease Agreement dated May 7, 2003, with U.S. Bank National Association (U.S. Bank) to lease 795 SF of retail space located at the southwest corner of Las Vegas Blvd. and Stewart Ave. for a retail bank branch. Due to changes in the site plan for the U.S. Bank branch, U.S. Bank has requested to lease additional retail space up to 858 SF (from the original 795 SF) and the Common Area restrooms, storage and hallway are no longer needed. Accordingly, the First Amendment to Lease Agreement will increase the amount of retail space to be leased by U.S. Bank and will adjust the amount of Common Area, as well as, Common Area Maintenance charges.

**RECOMMENDATION:**

The 11/3/2003 Real Estate Committee and staff recommend approval to authorize the Mayor to execute the First Amendment to Lease Agreement with U.S. Bank National Association for retail space in the Stewart Avenue Garage and any related documents.

**BACKUP DOCUMENTATION:**

1. Agenda memo
2. First Amendment to Lease Agreement
3. Lease Agreement dated May 7, 2003
4. Site Plan-Retail Space
5. Disclosure of Principals
6. Site Map

*City of Las Vegas***Agenda Item No. 63****CITY COUNCIL MEETING OF NOVEMBER 5, 2003****Consent – Business Development****Item 63 - Approval of the First Amendment to Lease Agreement with U.S. Bank National Association for retail space in the Stewart Avenue Garage located at 261 Las Vegas Boulevard North, APN 139-34-510-045 (\$14,897.03 - Parking Fund-Stewart Avenue Parking Garage)****MOTION:****REESE – APPROVED Items 2-29, 31-47, and 49-66 as recommended and amending Item 20 to remove the word Heights – UNANIMOUS with MACK abstaining on Item 29 because he is on the Board of Directors of the Boys and Girls Club****Items 30 & 48: STRICKEN under separate action (see individual items)**

NOTE: COUNCILMAN MACK disclosed that although a SuperPawn owned by his brother, STEVEN MACK, for whom he is a consultant, is near the location involved in Item 38, the portion being revised is a mile away and he does not believe it to be a conflict for him. Another SuperPawn, which he also consults for and is also owned by his brother, is located near the proposed park site involved in Item 49. Items 63 and 64 concern agreements for a parking garage near the Lady Luck Casino, with which his brother-in-law, ANDREW DONNER, has a contract. Since neither of his relatives had spoken to him about these items and he did not believe that they would be impacted by these agreements, he felt comfortable in voting on these issues.

**MINUTES:**

COUNCILMAN WEEKLY reported that the Real Estate Committee met to review all the Real Estate items on the Consent Agenda and joins with the recommendation of staff that the Council approve each item.

There was no further discussion.

(9:37 – 9:40)

**1-1006**

*City of Las Vegas***AGENDA MEMO****CITY COUNCIL MEETING DATE: NOVEMBER 5, 2003****DEPARTMENT: BUSINESS DEVELOPMENT****ITEM DESCRIPTION: APPROVAL OF THE FIRST AMENDMENT TO LEASE AGREEMENT WITH US BANK NATIONAL ASSOCIATION**

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1. On May 7, 2003, Council authorized the Mayor to execute a Lease Agreement with U.S. Bank National Association (USB) to lease 795 SF of retail space in the Stewart Avenue Garage for a retail bank branch with an Automated Teller Machine.
2. The terms of the Lease Agreement called for USB to build out the leased space, including Common Area consisting of mechanical (including HVAC system), restroom, storage, and hallway space.
3. Due to changes in the site plan for the USB bank branch, USB has requested to lease additional retail space for a total of 858 SF (from the original 795 SF) in the Stewart Avenue Garage and the Common Area restrooms, storage and hallway are no longer needed. Accordingly, the First Amendment to Lease Agreement will increase the amount of retail space to be leased and will adjust the amount of Common Area, as well as, Common Area Maintenance charges.
4. USB will pay an initial lease rate of \$2.25 per SF or \$1,930.50 per month to lease 858 SF of retail space. Starting in the third year of the initial lease term, the lease rate will increase 2% annually through the end of the term. For each renewal option, the then current lease rate will be increased by 2% and will increase 2 % annually through the end of the option term.
5. USB will also pay rent to place up to one sign per side on the top level of the Stewart Avenue Garage. USB will pay \$250.00 per month for each sign (up to \$1,000.00 per month) for the initial ten (10) year term. For the first renewal term the sign rent will increase to \$275.00 per month for each sign (up to \$1,100.00 per month) and for the second renewal term the sign rent will increase to \$302.50 per month for each sign (up to \$1,210.00 per month). The installation, cost of manufacture, maintenance and utilities for all its signage will be the responsibility of USB.
6. USB will invest an estimated \$45,000 in tenant improvement costs to build out the leased space and the Utility Room (including mechanical equipment, fire sprinkler riser and HVAC system).
7. In place of a tenant improvement allowance to build out the leased space, USB was given a rent credit equal to thirteen (13) months of rent for the leased space and signage.
8. The remaining terms of the Lease Agreement are unchanged, with an initial ten (10) year term and two 5-year options for a potential maximum term of twenty years.

# *City of Las Vegas*

## CITY COUNCIL MEETING OF NOVEMBER 5, 2003

### Real Estate Committee Reports

#### Approval of the First Amendment to Lease Agreement with US Bank National Association

9. The costs of electrical, gas, water, sewer, real property taxes, repairs, maintenance of the exterior and structure will be paid for by USB and eventual co-retail tenant.

10. The City will pay a commission to Kennedy Wilson Properties, as the broker for USB, 4 1/2% of the total gross leaseable rents for the initial ten year term. The total gross leaseable rents for the initial ten year term equals \$331,045.22, and the Broker commission due would be \$14,897.03.



## FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT (herein the "First Amendment") is made and entered into this 5 day of November 2003, by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada (herein the "Lessor"), and U.S. BANK NATIONAL ASSOCIATION (herein the "Lessee").

### RECITALS

WHEREAS, the Lessor and the Lessee entered into the Lease Agreement dated May 7, 2003 (the "Lease") for the lease of approximately 795 square feet of space (the "Premises") located in the Retail Center; and

WHEREAS, the Lessor and the Lessee desire to amend the Lease to increase the square feet of space for lease of Premises, increase the Premises Rent, define Commencement Date, modify the Common Area, delete references to the Common Area Buildout and clarify the monthly Common Area Maintenance expenses.

NOW, THEREFORE, in consideration of the foregoing Recitals, the parties hereby agree to amend the Lease as hereinafter set forth.

1. All defined terms not specifically set forth in this First Amendment shall have the meaning set forth in the Lease.
2. Section 1. **LEASE OF PREMISES** shall be deleted and the following shall be inserted in its place:

Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, approximately 858 square feet of space located in the Retail Center (the "Premises") in accordance with the provisions of this Lease. The Premises are depicted on the Floor Plan, Exhibit "B-1", attached to this First Amendment.

3. Section 3. **COMMENCEMENT DATE** shall be deleted and the following shall be inserted in its place:

The "Commencement Date" and effective date of this Lease shall be August 1, 2003. The Lessee's obligation to begin paying rent, subject to the terms of the Lease, shall start October 1, 2003.

4. Section 4. **LESSEE'S CONSTRUCTION OBLIGATIONS** shall be deleted and the following inserted in its place:

Lessee shall, at its own cost and expense, build out the Premises for Lessee's exclusive use as depicted in Exhibit "B-1" Floor Plan

attached to this First Amendment. Lessee shall also build out private restroom facilities in its Premises pursuant to ADA guidelines. In addition, Lessee shall assume the responsibility for physical construction of the approximately 100 square feet of common space located in the Retail Center, consisting of mechanical space (including HVAC system) and fire sprinkler riser (herein the "Utility Room"), as depicted in Exhibit "B-1" Floor Plan, attached to this First Amendment. Lessee and the other tenant of the Retail Center shall share the cost of constructing the Utility Room (in an amount equal to their Proportionate Share). Lessee will inform, in advance, the other tenant of the Retail Center of the estimated cost for said construction and each tenants' proportionate share. Lessee will make arrangements with the other tenant of the Retail Center for reimbursement of said tenant's Proportionate Share of constructing the Utility Room. Lessor agrees that it shall include a similar cost-sharing clause in any and all leases entered into for space in the Retail Center that shall require all tenants and occupants of the Retail Center to share the Utility Room Buildout Costs with Lessee as set forth herein.

5. Section 6.A. **PREMISES RENT** shall be deleted and the following shall be inserted in its place:

Throughout the term of this Lease, and except as otherwise set forth herein, Lessee shall be required to make all rental payments to Lessor, subject to the provisions of Section 7 of this Lease. Lessee agrees to pay Lessor, commencing on the third month after the Commencement Date, as base rent for the Premises, the total sum of \$1,930.50 per month for the Premises, without demand, offset or reduction, payable monthly in advance to Lessor at City of Las Vegas Department of Finance Services, 400 Stewart Avenue, Las Vegas, Nevada 89101. Beginning on the third anniversary of the Commencement Date and every anniversary thereafter, the then-current monthly rental fee shall be increased by two percent (2%) through the end of the initial ten (10) year term.

6. Section 9.C. **WATER** shall be deleted and the following inserted in its place:

Lessor will cause water to be supplied for ordinary drinking, lavatory and toilet purposes and to operate the necessary fire-sprinkler system at the Retail Center.

7. Section 9.D. **JANITORIAL** shall be deleted and the following inserted in its place:

Lessee shall, at its cost and expense, provide janitorial services to the Premises. Lessee shall also, in common with other tenant or tenants of the Retail Center, provide janitorial services to the Utility Room of the Retail Center (on an as needed basis) and the cost thereof shall be shared among said tenants on a pro rata basis. Lessor agrees that it shall include a

similar cost-sharing clause in any and all leases entered into for space in the Retail Center that shall require all tenants and occupants of the Retail Center to share the janitorial cost associated with the Utility Room of the Retail Center.

8. Section 9.F. **ACCESS** shall be deleted and the following inserted in its place:

**FIRE SPRINKLER SYSTEM.** Lessor shall maintain the Fire Sprinkler Riser housed in the Utility Room pursuant to City of Las Vegas Fire Safety and Building Code Requirements.

9. Section 10. **LESSEE PAID EXPENSES** shall be deleted and the following inserted in its place:

From the Commencement Date, Lessee shall reimburse Lessor for its Proportionate Share of the Common Area Maintenance (CAM) charges incurred at the Retail Center within thirty (30) days of Lessee's receipt of Lessor's CAM Charges (as that term is hereinafter defined) invoice detailing such charges. Lessee's "Proportionate Share" of CAM Charges shall be 42.27%, which is equal to a fraction, the numerator of which is the square footage of the Premises or 858 square feet and the denominator of which shall be the total rentable square footage of the Retail Center or 2,030 square feet. The Retail Center's "CAM Charges" shall be the reasonable costs directly incurred by Lessor in the operation, maintenance and upkeep of the Retail Center, including, but not limited to utilities (electricity, water, sewer and natural gas charges based on meters or sub-meters serving the Retail Center), fire/life/safety, property taxes (upon the Retail Center portion of the SAG only) and maintenance costs directly associated with the Retail Center (including common area). In the event the cost of any utilities are individually metered or sub-metered to the Premises, Lessee shall be responsible for the actual cost of said utilities consumed at the Premises and the cost of said utilities individually metered to the Premises shall not be included in the CAM Charges for the Lessee. The cost of any utilities that are individually metered to the Premises will be paid directly by the Lessee to the vendors providing the utilities. The Lessee and other tenant of the Retail Center will be responsible for the cost, based on their respective proportionate shares, of installing any meters or sub-meters for utilities serving the Retail Center and should Lessee elect to install any meter or sub-meter for the Premises, Lessee shall be responsible for the cost thereof. The CAM Charges shall specifically exclude any and all costs associated with the maintenance, operation and upkeep of any portion of the SAG, other than the Retail Center. The CAM Charges shall also specifically exclude phone service, garbage dumpster fees and garbage collection fees for the Premises that are to be paid directly by the Lessee to the vendors providing the service.

10. Section 12. **REPAIRS AND MAINTENANCE** shall be deleted and the following inserted in its place:

Lessor will maintain and repair the exterior and structure of the Retail Center and Utility Room located therein, all electrical, plumbing, and HVAC components and/or fixtures serving the Retail Center or the Premises, the roof and foundation, all common elements of the Retail Center (including but not limited to the connections for all utilities) in a manner generally consistent with the maintenance and repair of similar properties in the area in which the Premises are located. All such costs shall be included as CAM Charges. If Lessor fails, after receiving thirty (30) days prior written notice from Lessee, to cure such default (except that, in an emergency, Lessee need not provide such notice or period to cure), Lessee may perform the maintenance and repairs and charge the costs to Lessor. Lessee shall maintain the interior of the Premises and its furniture, fixtures and equipment located therein in a good and clean condition.

11. Section 13. **USE OF PREMISES** shall be amended by adding the following thereto:

Lessor will provide Lessee with access to the Premises, 24 hours per day, 365 days per year.

12. This First Amendment is supplemental to the Lease Agreement, and nothing herein contained shall be construed as amending or modifying the same, except as herein specifically provided. In the event of any conflict between the terms of this First Amendment and the terms of the Lease Agreement, the terms of the First Amendment shall prevail. Except as provided herein, all of the terms, covenants and conditions contained in the Lease Agreement shall remain in full force and effect.

13. This First Amendment may be executed in facsimile counterparts, which shall be effective as an original.

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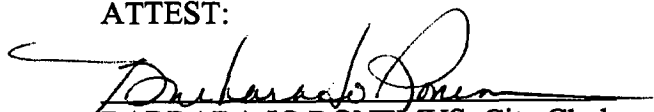
IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of the day and year first above written.

CITY OF LAS VEGAS

"Lessor"

By:   
OSCAR B. GOODMAN, Mayor

ATTEST:

  
BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:

J. Ponicello 10/17/03  
Date

U.S. BANK NATIONAL

ASSOCIATION

"Lessee"

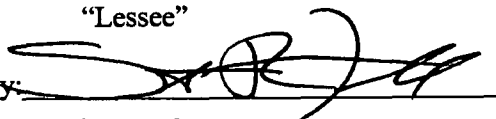
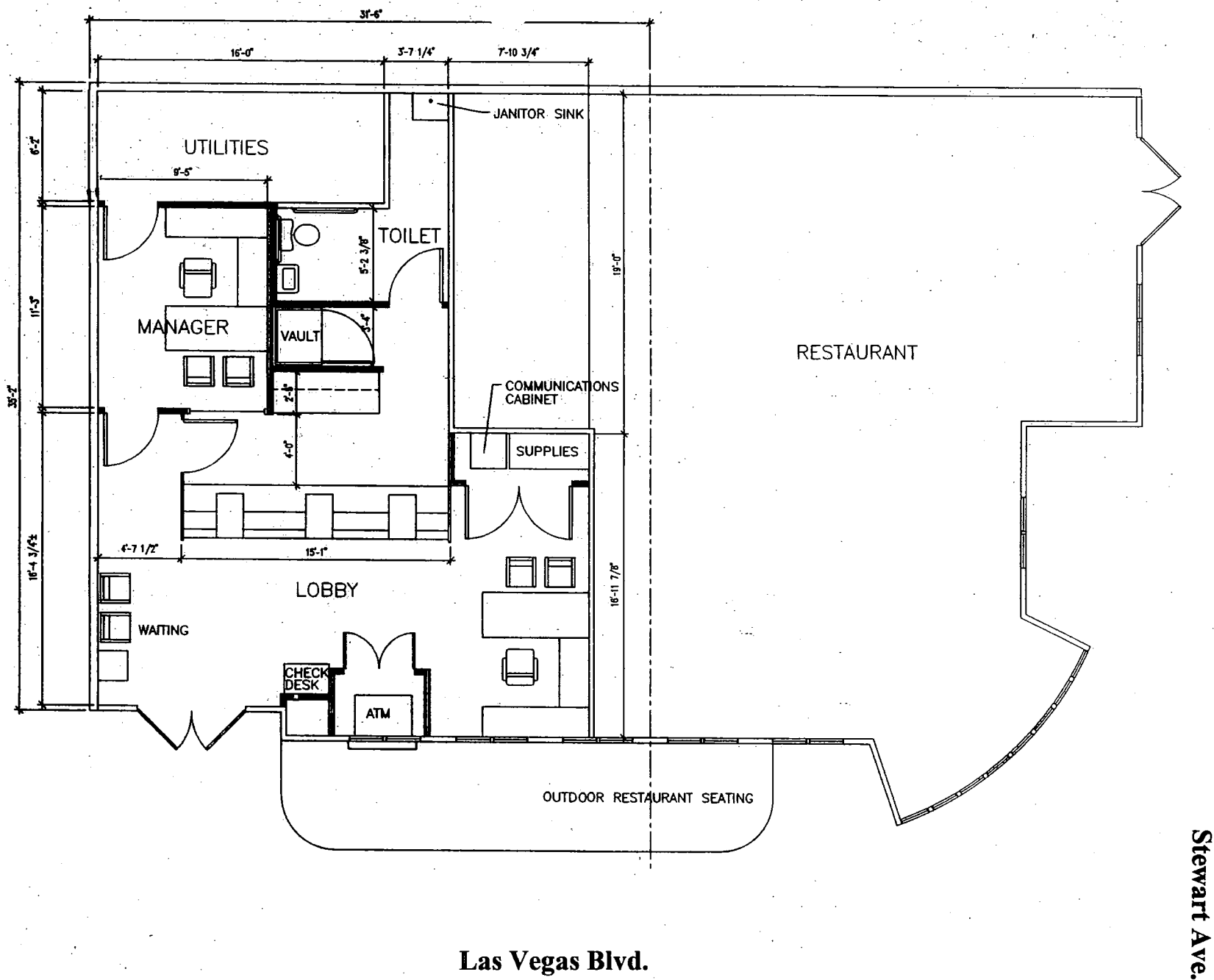
By:   
Its: Vice President

EXHIBIT "B-1"

Floor Plan Depicting Premises



## LEASE AGREEMENT

(Bank)

THIS LEASE AGREEMENT, (herein the "Lease") is made and entered into this 7 day of May, 2003, by and between the CITY OF LAS VEGAS (herein the "Lessor"), and U.S. BANK NATIONAL ASSOCIATION (herein the "Lessee").

### WITNESSETH:

WHEREAS, Lessor owns the real property and improvements thereon that are located at 261 North Las Vegas Boulevard in Las Vegas, Nevada, commonly known and referred to as the "Stewart Avenue Garage Retail Space" (herein the "SAG") whose location is shown on the Site Map, Exhibit "A" attached hereto; and

WHEREAS, Lessor desires to lease to Lessee, and Lessee desires to lease from Lessor, building space that is situated in that certain retail center located on the ground floor of the SAG (the "Retail Center").

NOW, THEREFORE, for and in consideration of the foregoing and the covenants, terms and conditions herein contained, the parties agree as follows:

1. **LEASE OF PREMISES.** Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, approximately 795 square feet of space located in the Retail Center (the "Premises") in accordance with the provisions of this Lease. The Premises are depicted on the Floor Plan, Exhibit "B", attached hereto.

2. **TERM OF LEASE.** Unless earlier terminated and subject to the renewal provisions contained in Section 38 hereof, this Lease shall be for a term of ten (10) years, beginning, on the Commencement Date, as defined in Section Three, and ending ten (10) years thereafter (the "Expiration Date").

3. **COMMENCEMENT DATE.** The "Commencement Date" and effective date of this Lease shall be the first day of the month following the full execution by all parties to this Lease. The Lessee's obligation to begin paying rent shall start two (2) months after the Commencement Date as further set forth herein.

4. **LESSEE'S CONSTRUCTION OBLIGATIONS.** Lessee shall, at its own cost and expense, build out the Premises for Lessee's exclusive use as depicted in Exhibit "B" Floor Plan, attached hereto. Lessee shall also build out the approximately 200 square feet of common space located in the Retail Center, consisting of mechanical (including the HVAC system), restroom, storage and hallway space, as depicted in Exhibit "B" Floor Plan, attached hereto (the "Common Area Buildout"). Lessee shall be responsible for its Proportionate Share (as that term is hereinafter defined) of the cost of the Common Area Buildout and shall be

reimbursed for the remainder of the cost of the Common Area Buildout by the other tenant or tenants (in an amount equal to their Proportionate Share) of the Retail Center. Lessor agrees that it shall include a similar cost sharing clause in any and all leases entered into for space in the Retail Center which shall require all tenants and occupants of the Retail Center to share the Common Area Buildout Costs with Lessee as set forth herein.

**5. SIGNAGE.** Lessee shall be allowed to place, at its sole cost and expense, one sign on each side on the top level of the SAG (the "SAG Top Signage"). The SAG Top Signage shall be in the general form and size as depicted on Exhibit "C" General Depiction of Signage attached hereto, which Lessor hereby approves. The SAG Top Signage shall be erected and maintained in accordance with all applicable Las Vegas Municipal Code standards. The parties hereto agree and understand the Lessor's approval of any item as shall be required pursuant to the terms of this Lease shall not constitute the approval by Lessor that such item is in compliance with applicable code standards. Lessee shall have the right, at its sole cost and expense, to run electric power to the SAG Top Signage to allow such SAG Top Signage to be electrified and, if Lessee deems it to be cost effective, to allow such SAG Top Signage to be neon signage, provided that Lessee shall pay the cost of any and all electricity consumed by such SAG Top Signage. Lessee will be responsible for the cost, installation and maintenance of all of its signage. Lessee shall have the right to change the SAG Top Signage, from time to time and without Lessor's prior approval, provided such new signage meets all applicable Las Vegas Municipal Code standards, is a name or derivation of Lessee's name or trade name or any Related Entity's name or trade name. Any other change to the SAG Top Signage shall be subject to Lessor's prior written approval, which approval shall not be unreasonably withheld and will be deemed given if not given or withheld within thirty (30) days after Lessee's request.

Lessee will have the right to install, alter, update or replace exterior or interior signs and any awnings, protrusions, advertising matters, decorations or painting, window or door lettering, placards, and advertising media of any type (collectively "signage") in and on the Premises and the Retail Center to be designed by Lessee and installed by Lessee at its sole cost and expense provided that such signage meets all applicable Las Vegas Municipal Code standards. Lessee agrees to utilize neon signage for signage on the exterior facade of the Premises. The design and installations of any such signage will be subject to compliance with applicable laws.

## **6. RENT.**

**A. PREMISES RENT.** Throughout the term of this Lease, and except as otherwise set forth herein, Lessee shall be required to make all rental payments to Lessor. Subject to the provisions of Section 7 of this Lease. Lessee agrees to pay Lessor, commencing on the third month after the Commencement Date, as base rent for the Premises, the total sum of \$1,788.75 per month for the Premises, without demand, offset or reduction, payable monthly in advance to Lessor at City of Las Vegas Department of Finance Services, 400 Stewart Avenue, Las Vegas, Nevada 89101. Beginning on the third anniversary of the Commencement Date and



every anniversary thereafter, the then-current monthly rental fee shall be increased by two percent (2%) through the end of the initial ten (10) year term.

**B. SIGNAGE RENT.** Throughout the term of this Lease, Lessee shall be required to make all rental payments for signage on the top level of the Garage to Lessor. Commencing on the first day of the third month after the Commencement Date, Lessee agrees to pay Lessor, as rent for signage on the top level of the Garage the monthly amount of \$250.00 per sign.

**C. LATE CHARGES.** The rent for any calendar month, if not paid by the tenth (10<sup>th</sup>) day of that month is subject to a five percent (5%) late charge, which must be included with any late payment.

**7. RENT CREDIT.** In place of a tenant improvement allowance, Lessor will give Lessee a rent credit equal to thirteen months of rent for the Premises and Signage (the "Rent Credit"). Lessor shall begin to apply the Rent Credit towards the monthly rent for the Premises and Signage commencing on the first day of the third month after the Commencement Date. Beginning the first day of the sixteenth month after the Commencement Date, the Rent Credit will no longer be applicable and Lessee shall be required to make all rental payments to Lessor.

**8. DEPOSITS.** Concurrent with the execution of this Lease, Lessee will deposit with Lessor the First Month's Rent.

**9. SERVICES.** The following utilities and services will be provided by Lessor (unless otherwise indicated) and shall, where provided by Lessor, shall be included as CAM Charges:

**A. HVAC** Lessor will cause to be supplied to the Premises and the Retail Center heat, ventilation and air conditioning ("HVAC") during normal business hours of Lessee to maintain comfortable conditions consistent with those of similar buildings in the area in which the Premises are located. HVAC to the Premises during hours other than Normal Business Hours will be provided, at Lessee's request and expense, at Lessor's actual direct cost, without mark-up, which will be based on Lessor's average energy rate of electricity and natural gas for the Building and average hourly labor rate, if any.

**B. ELECTRICITY.** Lessor will cause to be supplied electrical system capacity to the Premises (including Lessee's ATM equipment and facilities) sufficient for such general office purposes. Lessor will also provide electricity for lighting of the common areas of the Retail Center.

**C. WATER.** Lessor will cause water to be supplied for ordinary drinking, lavatory and toilet purposes at the Retail Center.

**D. JANITORIAL.** Lessee shall, at its cost and expense, provide janitorial services to the Premises. Lessee shall also, in common with other tenants of the Retail Center, provide janitorial services to the common areas of the Retail Center and the cost thereof shall be shared among said tenants on a pro rata basis. Lessor agrees that it shall include a similar cost sharing clause in any and all leases entered into for space in the Retail Center which shall require all tenants and occupants of the Retail Center to share the janitorial cost associated with the common areas of the Retail Center.

**E. SECURITY.** Lessor shall provide, at its sole cost and expense, security to the SAG in a manner reasonably required by it. Lessee shall, in common with other tenants of the Retail Center, provide security to the Retail Center in a manner reasonably required by said tenants of the Retail Center and Lessor agrees that it shall include a similar cost sharing clause in any and all leases entered into for space in the Retail Center which shall require all tenants and occupants of the Retail Center to share the security cost associated with the common areas of the Retail Center.

**F. ACCESS.** Lessor will provide Lessee with access to the Premises, 24 hours per day, 365 days per year, except when access is prohibited by law.

**10. LESSEE PAID EXPENSES.** From the Commencement Date, Lessee shall reimburse Lessor for its Proportionate Share of the CAM charges incurred at the Retail Center within thirty (30) days of Lessee's receipt of Lessor's CAM Charges (as that term is hereinafter defined) invoice detailing such charges. Lessee's "Proportionate Share" of CAM Charges shall be 44.41%, which is equal to a fraction, the numerator of which is the square footage of the Premises or 795 square feet and the denominator of which shall be the total rentable square footage of the Retail Center or 1,790 square feet. The Retail Center's "CAM Charges" shall be the reasonable costs directly incurred by Lessor in the operation, maintenance and upkeep of the Retail Center, including, but not limited to utilities (electricity, water and natural gas), fire/life/safety, property taxes (upon the Retail Center portion of the SAG only) and maintenance costs directly associated with the Retail Center (including but not limited to bathrooms and other common areas). The CAM Charges shall specifically exclude any and all costs associated with the maintenance, operation and upkeep of any portion of the SAG, other than the Retail Center. The CAM Charges shall also specifically exclude phone service, garbage dumpster fees and garbage collection fees for the Premises that are to be paid directly by the Lessee to the vendors providing the service.

**11. COMMON AREA MAINTENANCE AND UTILITY CHARGES.** Lessee's Proportionate Share of the CAM Charges, starting from the Commencement Date, will be billed monthly by Lessor to Lessee with a detail breakdown of the costs that make up such CAM Charges. Lessee shall have the right to audit Lessor's records as the same relate to the CAM Charges upon written request to Lessor.

**12. REPAIRS AND MAINTENANCE.** Lessor will maintain and repair the exterior and structure of the Retail Center and all common areas located therein, all electrical, plumbing, and HVAC components and/or fixtures serving the Retail Center or the Premises, the roof and foundation, all common elements of the Retail Center (including but not limited to the connections for all utilities) in a manner generally consistent with the maintenance and repair of

similar properties in the area in which the Premises are located. All such costs shall be included as CAM Charges. If Lessor fails, after receiving thirty (30) days prior written notice from Lessee, to cure such default (except that, in an emergency, Lessee need not provide such notice or period to cure), Lessee may perform the maintenance and repairs and charge the costs to Lessor. Lessee shall maintain the interior of the Premises and its furniture, fixtures and equipment located therein in a good and clean condition.

**13. USE OF PREMISES.** Lessee agrees to use the Premises solely for the operation of banking, insurance, securities brokerage, financial advice, or consulting business and for related general offices and retail services and operations and for other related purposes thereto. In no event shall Lessee be permitted to use the Premises for the principal or incidental purpose of operating or conducting an adult book store, nightclub, bar, head shop, video arcade, bingo parlor or other business principally devoted to gambling. Lessee shall not use or permit the Premises to be used for any other purpose without the written consent of Lessor. Lessee shall have the exclusive right to operate a bank, savings and loan, credit union, money store, insurance office, security brokerage or other financial service related retail outlet from the Retail Center and the SAG. Lessee shall also have the exclusive right to operate and maintain ATMs on or about the Retail Center and the SAG. Notwithstanding the forgoing, Lessor shall be able to install and maintain coin machines in and about the SAG for use by patrons to make change for paying the parking meters.

**14. LAWS. WASTE. NUISANCE.** Lessee covenants that it:

A. Will not use or suffer or permit any person or persons to use the Premises or any part thereof for conducting thereon any activity not authorized in this Lease;

B. Will comply with all laws, ordinances, regulations and requirements, now in force or which hereafter may be in force, of any lawful governmental body or authority having jurisdiction over the Premises;

C. Will keep the Premises and every part thereof in a clean, neat and orderly condition, and will in all respects and at all times fully comply with all health and police regulations; and

D. Will not suffer, permit or commit any nuisance or waste on the Premises.

**15. ALTERATIONS. ADDITIONS AND IMPROVEMENTS.** At any time during the Lease term, Lessee, at its expense, may make non-structural alterations, additions or improvements in and to the Premises without Lessor's prior approval. Any such alteration, addition or improvement shall be performed in a workmanlike manner, in accordance with all applicable governmental regulations and requirements, and shall not weaken or impair the structural strength of the Premises.

Title to any improvements or alterations made by Lessee will vest in Lessor at the end of the term, and Lessee will deliver such documents of conveyance thereof as Lessor may reasonably request (including without limitation assignments of any outstanding warranties), and Lessor agrees to accept the Premises with such improvements and alterations. Lessee may place such trade fixtures, personal property, machinery, furniture, equipment and the like on the Premises as it may desire at its own expense. Lessee may remove all or any items of fixtures of personal property prior or at the expiration or termination of this Lease.

Lessee may make alterations and additions to the Premises so long as the same are not structural and are done in a good and workmanlike manner and in compliance with all applicable laws. All structural alterations or additions to the Premises shall require the prior approval of Lessor, which shall not be unreasonably withheld or delayed.

**16. PAYMENT OF TAXES.** Lessee shall be responsible for any taxes on its personal property located at the Premises. Lessor shall have no responsibility or liability to pay any personal property taxes because of any personal property brought upon or used by Lessee in connection with the Premises, and Lessee agrees to pay, and to indemnify Lessor concerning, any such taxes that may be assessed. Lessor shall pay any and all real property taxes incurred by the Retail Center and the cost of such taxes shall be included in the calculation of CAM Charges.

**17. COMPLIANCE WITH THE LAW.** Lessor shall promptly execute and comply with all statutes, rules, orders, building codes, ordinances, requirements and regulations of the City, County, State and Federal governments, including OSHA, the Americans with Disabilities Act of 1990 (42 USC Sections 12101 through 12213 and 47 USC Section 225.611) and their underlying regulations and rules, which are applicable to the Retail Center and the SAG. Nothing herein contained shall be construed to restrict the Lessor from contesting the validity of any such regulation, rule or ordinance, provided the Lessor indemnifies the Lessee to its reasonable satisfaction against the consequences of non-compliance during the period of dispute.

Lessee shall promptly execute and comply with all statutes, rules, orders, building codes, ordinances, requirements and regulations of the City, County, State and Federal governments, including OSHA, the Americans with Disabilities Act of 1990 (42 USC Sections 12101 through 12213 and 47 USC Section 225.611) and their underlying regulations and rules, which are applicable to the Premises. Nothing herein contained shall be construed to restrict the Lessee from contesting the validity of any such regulation, rule or ordinance, provided the Lessee indemnifies the Lessor to its reasonable satisfaction against the consequences of non-compliance during the period of dispute.

Notwithstanding anything to the contrary contained in this Lease, in the event that any present and future laws, ordinances, orders, rules and regulations of the federal, state, county, municipal and other governmental authorities affecting the Premises or appurtenances thereto require alterations, additions or improvements to the Premises which do not pertain to Lessee's

particular business conducted in the Premises, then the Lessor shall promptly make all such alterations, additions, and improvements at its sole expense.

**18. INDEMNIFICATION AND INSURANCE.** Lessee agrees to procure and maintain general liability insurance in the minimum amount of \$1,000,000 per occurrence; \$2,000,000 in the aggregate covering any injury or damage to person or property resulting from the use of the Premises for the term of this Lease. The insurance policies shall name the Lessor as an additional insured. Nothing in this Lease shall prevent Lessee from carrying the insurance required to be maintained by Lessee hereunder under a blanket insurance policy or policies which can cover other properties as well as the Premises or from providing self insurance to satisfy its insurance requirements set forth herein.

Except where caused by Lessor's negligence or willful misconduct, Lessee hereby agrees to protect, indemnify, and hold the Lessor, its officers, employees and agents, harmless from and against any and all claims, damages, losses, expenses, suits, actions, decrees, judgments, awards, attorneys' fees and court costs, which the Lessor, its officers, employees or agents, may suffer or which may be sought against or are recovered or obtainable from the Lessor, its officers, employees or agents, as a result of, or by reason of, or arising out of or in consequence of any act or omission, negligent or otherwise, of the Lessee or its officers, employees, contractors, subcontractors, agents, volunteers or anyone who is directly or indirectly employed by, or is acting in concert with, the Lessee, its officers, employees, contractors, subcontractors, volunteers or agents in the performance of this Lease.

In this connection, the Lessee expressly agrees, at its sole cost and expense, to defend the Lessor, its officers, employees and agents, in any suit or action that may be brought against it or them, or any of them, by reason of any act or omission, negligent or otherwise, against which the Lessee has agreed to indemnify the Lessor, its officers, employees and agents. If the Lessee fails so to do, the Lessor shall have the right, but not the obligation to defend same and to charge all of the direct and incidental costs of such defense, including attorneys' fees and court costs, to the Lessee.

Lessor will maintain comprehensive general liability insurance covering injury, death, disability or illness of any person, or damage to property, occurring on the Retail Center and the SAG (but specifically excluding Lessee's personal property located at the Premises and the improvements made by Lessee to the interior of the Premises), with liability limits equal to or greater than the minimum limits for the liability insurance to be carried by Lessee under this Section. Lessor will also maintain fire and all risk insurance in an amount equal to the replacement cost of the Retail Center and the SAG, including the improvements made thereto by Lessee.

The parties hereto agree that they shall be entitled to self-insure, in whole or in part, one or more of the insurance coverages for which they are required to procure and maintain under this Section 18.

**19. WAIVER OF SUBROGATION.** Lessee hereby waives, and Lessor hereby waives, any rights each may have against the other for loss or damage to its property or property in which it may have an interest, where such loss is caused by a peril of the type generally covered by fire or hazard insurance with extended coverage or arising from any cause which the claiming party was obligated to insure against under this Lease, and the Lessee and Lessor, each waives any right of subrogation that it might otherwise have against the other party.

**20. SURRENDER OF PREMISES.** Upon expiration or other authorized termination of this Lease, Lessee shall surrender the Premises in the same condition as they were in at the commencement of this Lease except for additions, alterations or changes specifically authorized by Lessor and reasonable wear and tear, and shall deliver all keys to Lessor. Before surrendering the Premises, Lessee shall remove all of its personal property, all signage (including SAG Top Signage) and trade fixtures and shall repair any damage caused by such property or the removal thereof. If Lessee fails to remove such personal property and fixtures upon the expiration or other authorized termination of this Lease, the same shall be deemed abandoned and shall become the property of Lessor.

**21. HOLDING OVER.** Any holding over by the Lessee after the expiration of the term hereof or of any renewal term shall be construed to be a tenancy from month to month, terminable on one month's written notice, at a the then current monthly rental rate to be paid in advance on the first day of each month. Such tenancy shall otherwise be on the terms herein specified so far as possible.

**22. SALE OF PREMISES.** Lessor reserves the right at any time to sell, convey or otherwise transfer its interest in the Premises or any portion thereof.

**23. EMINENT DOMAIN.** In the event the Premises, or any part thereof or interest therein, or in the Retail Center or the SAG or improvement thereon, is taken or condemned for a public or quasi-public use, or is conveyed in lieu thereof (herein referred to as a "condemnation"), the rights of the Lessor and Lessee in respect of the condemnation proceeding shall be determined as provided herein. Any condemnation allowance or award or judgment relating thereto, allowed or awarded to the Lessor or Lessee and any interest thereon ("condemnation proceeds") will be paid as provided herein. If the condemnation results in a taking of a portion of the Premises, the condemnation proceeds will be applied in the following order: (i) to pay for the restoration of the affected areas of the Premises and any personal or other property of Lessee, unless the Lease is terminated, (ii) in reimbursement to Lessee of any amounts paid by it for real estate taxes or special assessments and which are included in the award, if any, constituting part of the award, and (iii) to Lessor and Lessee in proportion of the fee simple interest and leasehold interest taken or affected by the condemnation, unless this Lease is terminated.

In the event a substantial portion or all of the Premises is taken in condemnation proceedings, or any portion is taken and Lessee, in its reasonable judgment, cannot substantially continue to conduct business in the Premises contemplated under this Lease, then Lessee may

either terminate this Lease by notice to Lessee or, at its option, retain the Premises. If the Lease is not terminated, the condemnation proceeds for the partial taking will be payable as provided herein. If this Lease is terminated as a result of such condemnation, then condemnation proceeds shall be used first to the payment of the loss of any fixtures, personal property and moving expenses of Lessee and the loss of Lessee's leasehold estate in connection with the condemnation and the balance to the Lessor.

In the event that any portion of the Premises are taken or adversely affected by a condemnation proceeding, then Lessor to the extent reasonably practicable, and weather permitting, shall restore that portion of the Premises taken or adversely affected by the condemnation, unless Lessee elects to terminate this lease as provided herein. All restoration work shall be done in a diligent and good and workmanlike manner and shall be completed no later than sixty days after the occurrence of the condemnation. If Lessee cannot operate its business in the Premises as a result of a condemnation, and does not elect to terminate this Lease, then a proportionate allowance shall be made to Lessee for the rent corresponding to the time during which, and to the part of the Premises of which, Lessee is so deprived on account of such taking and restoration

#### **24. DAMAGE OR DESTRUCTION.**

A. Lessee shall give prompt notice to Lessor in case of fire or accidents in or near the Premises.

B. If the Premises are partially damaged by fire or other casualty, Lessor shall repair such damage at its cost, subject to Lessee's option contained in subsection C of this Section, and rent shall be abated according to the part of the Premises which remains unusable by Lessee until such repairs are completed.

C. If the Premises are substantially or totally destroyed, or if the Premises are damaged so extensively that they cannot, in Lessee's opinion, be repaired within 30 days after commencement of such repairs, then Lessee may, at its option, within 30 days after such damage or destruction give Lessor written notice thereof and this Lease shall thereupon be canceled effective as of the date of the occurrence of such damage or destruction, or Lessee may elect to repair and rebuild, in which event this Lease shall remain in effect and rent shall be abated in proportion to the part of the Premises which are unusable by Lessee. Any amount of money expended to repair and rebuild the Premises by Lessee will be credited against future rent payments due.

D. If any damage referred to in this Section is due in whole or in part to the act, neglect, fault or omission of Lessee, there shall be no abatement of rent.

**25. LIENS AND ENCUMBRANCES.** Lessor agrees to keep the Premises and its interest therein free from liens and encumbrances and to indemnify and hold Lessee harmless therefrom. If any lien or other encumbrance is filed against the Premises or any part thereof by

reason of Lessor's acts or omissions or because of a claim against Lessor, Lessor shall cause the same to be canceled and discharged of record by bond or otherwise within 10 days after notice by Lessee. The failure of Lessor to obtain a cancellation or discharge of record by bond or otherwise as provided herein within the time limit hereby established shall constitute a default of the terms of this Lease. This does not include a loan from a financial institution using the SAG as collateral. Lessee agrees to keep the Premises free of liens, such as mechanic's liens, that result from any of Lessee's improvements to the Premises.

**26. ASSIGNMENT AND SUBLETTING.** Lessee shall not transfer, assign, delegate, mortgage or hypothecate this Lease, in whole or in part, or permit the use of the Premises by any person or persons not authorized by this Lease, or sublet the Premises, or any part thereof, without the prior written consent of Lessor in each instance, which consent shall not be unreasonably withheld. The use by any assignee or subtenant shall comply with this Lease. Any assignment, encumbrance or sublease contrary to the provisions of this Section Twenty-Five shall be null and void and constitute a breach by Lessee of this Lease. Notwithstanding anything contained to the contrary, Lessee may assign this Lease or sublet all or any part of the Premises to any entity or person controlling, controlled by or under common control with Lessee, or to any entity or person acquiring substantially all of the assets of Lessee (collectively, a "Related Entity") without Lessor's consent and Lessee shall give Lessor thirty (30) days prior written notice of such assignment or sublet.

**27. BREACH, DEFAULT AND REMEDIES.**

**A. Lessee Default.** If one or more of the following events (sometimes called "Events of Default") will happen and be continuing:

(1) Lessee defaults in the payment of Rent or any other sums provided to be paid hereunder and such default continues for ten (10) days after Lessor has given Lessee written notice thereof; or

(2) Lessee defaults in observance or performance of any other covenant, condition, agreement or provision hereof and Lessee fails to remedy such default within thirty (30) days after notice thereof from Lessor to Lessee specifying the nature of the default (or, in the event the default cannot be cured within such period, Lessee will fail to initiate action to remedy such default within said period and to prosecute the same to completion with due diligence).

Then, Lessor may enforce the provisions of this Lease and enforce and protect the right of Lessor hereunder by a suit or suits in equity or at law for the specific performance of any covenant or agreement contained herein or for the enforcement of any other appropriate legal or equitable remedy. Lessor may in addition to any other remedy it may have under law or equity at its option terminate this Lease or reenter and retake possession, with or without terminating the Lease. In the case of reentry and repossession, Lessor shall give Lessee reasonable notification so that arrangements for the removal of property can be made.



No remedy herein conferred will be considered exclusive of any other remedy conferred by this Lease or by law, but all such remedies will be cumulative. Every power and remedy given by this Lease may be exercised from time to time and as often as the occasion may arise. No delay or omission of either party to exercise any power, right or remedy will impair any such power, right or remedy. No waiver of any breach or any covenant, agreement or provision of this Lease will be construed or held to be a waiver of any other breach, covenant, agreement or provision by either party. Notwithstanding anything contained herein to the contrary, there shall be no acceleration of the Rent as a result of an event of default by Lessee under this Lease.

#### **B. Lessor Default**

If one or more of the following events will happen and be continuing: (a) Lessor defaults in the payment of any sum payable by it hereunder within thirty (30) days after receipt of notice thereof; or (b) Lessor defaults in the observance or performance of any other covenant, agreement or provision hereof and Lessor fails to remedy such default within thirty (30) days after notice thereof from Lessee to Lessor specifying the nature of the default or, in the event the default cannot be cured within such time period, Lessor will fail to initiate action to remedy such default within said period and to prosecute the same to completion with due diligence; provided, however, Lessor may not be accorded notice or an opportunity to cure if such default materially and adversely interferes with Lessee's conduct of business in the Premises or creates and emergency situation of an impending peril to either property or person.

**28. NO PARTNERSHIP.** Lessor does not by this Lease, in any way or for any purpose, become a partner or joint venture of Lessee in the conduct of its business or otherwise.

**29. FORCE MAJEURE.** Lessee and Lessor shall each be excused for the period of any delay in the performance of any obligation hereunder when prevented from doing so by cause or causes beyond that party's control, including labor disputes, civil commotion, war, governmental regulations or controls, fire or other casualty, inability to obtain any material or services, or acts of God.

**30. NO WAIVER.** Failure of either the Lessee or Lessor to insist upon the strict performance of any provision or to exercise any option hereunder in any one or more instances shall not be deemed a waiver or relinquishment of its right to do so in the future. No provision of this Lease shall be deemed to have been waived by Lessee or Lessor unless such waiver is in writing.

**31. BROKER'S COMMISSIONS.** Lessor will pay a total of four and one half percent (4-1/2%) of total gross leaseable rents for initial ten (10) year term to Kennedy Wilson Properties, Ltd. as the Broker for the Lessee. Lessor will pay one half of Broker's Commission upon issuance of the building permit for tenant improvements and one half upon issuance of Certificate of Occupancy for the Premises. Lessor hereby represents and warrants to Lessee that there are no other brokers or finders due a fee involved in this Lease transaction.

Lessee shall be responsible for all other brokerage commissions or finder's fees in connection with this Lease and agrees to indemnify the Lessor against and hold it harmless from all liability arising from such claims, including any attorney's fees connected therewith except due to any broker or finder engaged by Lessor.

**32. PROVISIONS BINDING.** Except as otherwise provided, all provisions herein shall be binding upon and shall inure to the benefit of the parties, their representatives, heirs, successors and assigns.

**33. NON-DISCRIMINATION.** Lessee agrees that the Premises will not be segregated with respect to race, color, religion or national origin; that it will not segregate or discriminate on such grounds with respect to public utilization of or access to the Premises; and that it will comply with all federal laws and regulations that prohibit discrimination in connection with federally funded programs.

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

**35. 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.

**36. ATTORNEY'S FEES.** In the event Lessor/Lessee institutes any judicial proceeding against Lessee/Lessor relating to any default, each party shall bear it's own costs and attorney's fees with respect thereto.

**37. NOTICES.** Any notice, demand, request, or other instrument which may be or is required to be given under this Lease shall be delivered in person or sent by certified mail, return receipt requested, and shall be sent to the following addresses or to such other addresses as the parties may from time to time designate in writing:

If to the Lessor:                      City of Las Vegas  
Office of Business Development  
400 Stewart Avenue, 2nd Floor  
Las Vegas, Nevada 89101

If to the Lessee:                      U.S. Bank National Association  
Attn: Marsha Ward  
4480 Emerald Avenue  
Cincinnati, OH 45242

**38. OPTION TO RENEW.** Lessor grants to Lessee options to extend the term of this Lease for two (2) additional periods of five (5) years each subject to and upon the following conditions:

(a) Each extension term will commence as of the expiration of the then current term of this Lease, as the term may have been extended pursuant to this Section.

(b) To exercise an extension term, Lessee may deliver notice to Lessor evidencing such exercise not later than one hundred eighty (180) days before the end of the then existing term.

(c) Each extension term will be upon all of the terms and conditions of this Lease with the rent for the Premises being equal to the then current monthly rent (prior to each extension and adjustment) multiplied by an adjustment factor ("Adjustment Factor") equal to one hundred percent (100%) of the annual increase, if any, in the U.S. Department of Labor, Bureau of Labor Statistics, Chained Consumer Price Index for All Urban Consumers ("C-CPI-U") which is typically published by August 31<sup>st</sup> of each year, for the year in which the extension term commences. The rent adjustment will take effect starting January 1<sup>st</sup> of the year proceeding the start of the extension term. On the anniversary of the Commencement Date in the second year of each extension term and every anniversary thereafter, the rent for the premises shall be multiplied by the Adjustment Factor as measured from the annual percent change in the C-CPI-U for the current year. Rent adjustments will take effect starting January 1<sup>st</sup> of the year proceeding each rent adjustment.

(d) In regard to the SAG Top Signage, the rent for each sign shall be increased to \$275.00 per month for the first extension term and to \$302.50 per month for the second extension term.

**39. EARLY TERMINATION.** This Lease may be terminated prior to the expiration of its initial term or the renewal period if the purpose of this Lease is substantially impaired or obstructed by any event, occurrence or circumstance that is defined, interpreted or construed as breach or default on the part of either party.

**40. PARKING.** During the term of this Lease, Lessee and other retail tenants of the retail center shall be allowed to use ten (10), metered, short-term parking spaces for their customers as depicted on Exhibit D attached hereto. Such parking spaces shall be in close proximity to the Premises in a location reasonably acceptable to both Lessor and Lessee. In addition, a designated loading zone shall also be available for Lessees.

**41. DISCLOSURE OF PRINCIPALS.** U.S. Bancorp, parent company to Lessee, discloses a listing of its Board of Directors and principals in its Form 10K and its Annual Report. A full and complete copy of said 10K and Annual Report for U.S. Bancorp has been review on line by and is available to Lessor.

**42. ACCESS.** Lessor and its agents will have the right to enter the Premises after 72 hours notice to Lessee to examine the condition of same or show the Premises to prospective purchasers, ground lessors, or mortgagees, except for secured areas designated by Lessee. Should Lessee fail to renew any Term of this Lease, Lessor and its agents will have the right thereafter to enter the Premises after 72 hours notice to Lessee to show the Premises to prospective lessees, except for secured areas designated by Lessee. Notwithstanding the foregoing, Lessor shall not be required to furnish such 72 hours notice to Lessee in the case of an emergency situation of impending peril to either person or property.

**43. FDIC APPROVAL.** The obligations of Lessee under this Lease are subject to the approval of Lessee's location and operation of a branch bank at the Premises by the Office of the Controller of the Currency, the Federal Deposit Insurance Agency and all other federal agencies having relevant jurisdiction over Lessee. Lessee shall diligently seek the approval of all such government agencies to the location and operation of said branch bank. In the event that Lessee does not notify Lessor that it has terminated this Lease because of its failure to procure such approvals by October 31, 2003 then this condition precedent shall be deemed to be waived by Lessee conclusively and shall no longer be effective.

**44. ESTOPPELS.** Lessor agrees to execute and deliver to the Lessee within thirty (30) days from receipt of Lessee's written request, estoppel certificates in a form acceptable to Lessee, which certificates shall include information as to any modification of this Lease, and to the best of Lessor's knowledge, whether or not Lessee is in default of this Lease.

**45. TRADE NAME.** Lessee (and its subtenants and assigns) may use any one or more of the following and any reasonable derivation thereof: (1) Firststar; (2) US Bank; or any other trade name adopted by Lessee (and its subtenants and assigns) upon notice to Lessor.

**46. TRADING RADIUS/COMPETITIVE RESTRICTIONS/EXCLUSIVITY.** Lessor agrees that it shall not use or permit any tenant or subtenant to use any portion of the Retail Center for the principal or incidental purpose of operating or conducting an adult book store, nightclub, bar, head shop, video arcade, bingo parlor or other business principally devoted to gambling.

For so long as the Premises are used by the Lessee, its sublessors or its successor and assigns for the purpose of banking, financial, credit union, brokerage, insurance services, or for the operation of any automated or remote teller machine, no portion of any property within the SAG or the Retail Center, excluding the Premises, shall be used or occupied (and Lessor shall not permit or consent to any of its other tenants subletting any space to any person, firm or corporation, under a lease or sublease which would permit the tenant or subtenant thereof to operate therein), for the principal or incidental purpose of banking, financial, credit union, brokerage, insurance services, or for the operation of any automated or remote teller machine or for any other business similar to that conducted by Lessee, its subtenants and successors and assigns at the Premises.

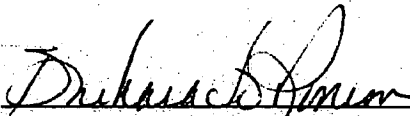
47. **MODIFICATION OR AMENDMENTS.** Upon approval of the Lease by the City Council and after it has been fully executed by signature of all parties, the Lessor designates the City Manager who shall have the authority to complete and execute any additional documents necessary for the completion of the intent of this contractual obligation during the original term of this Lease, such as amendments, adjustments to monetary revenue or expenditure not to exceed twenty five thousand dollars (\$25,000.00), and recordings and filing with the City Clerk's Office. No amendment, change or modification of this Lease shall be valid unless in writing and signed by both Lessor and Lessee.

48. **MEMORANDUM OF LEASE.** This Lease shall not be recorded, however, a memorandum of this lease approved and executed by both parties may be recorded in the Clark County Office of County Recorder.

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

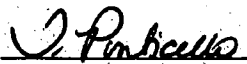
CITY OF LAS VEGAS  
"Lessor"

ATTEST:

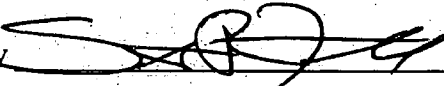
  
BARBARA JO RONEMUS, City Clerk

By   
OSCAR B. GOODMAN, Mayor

APPROVED AS TO FORM:

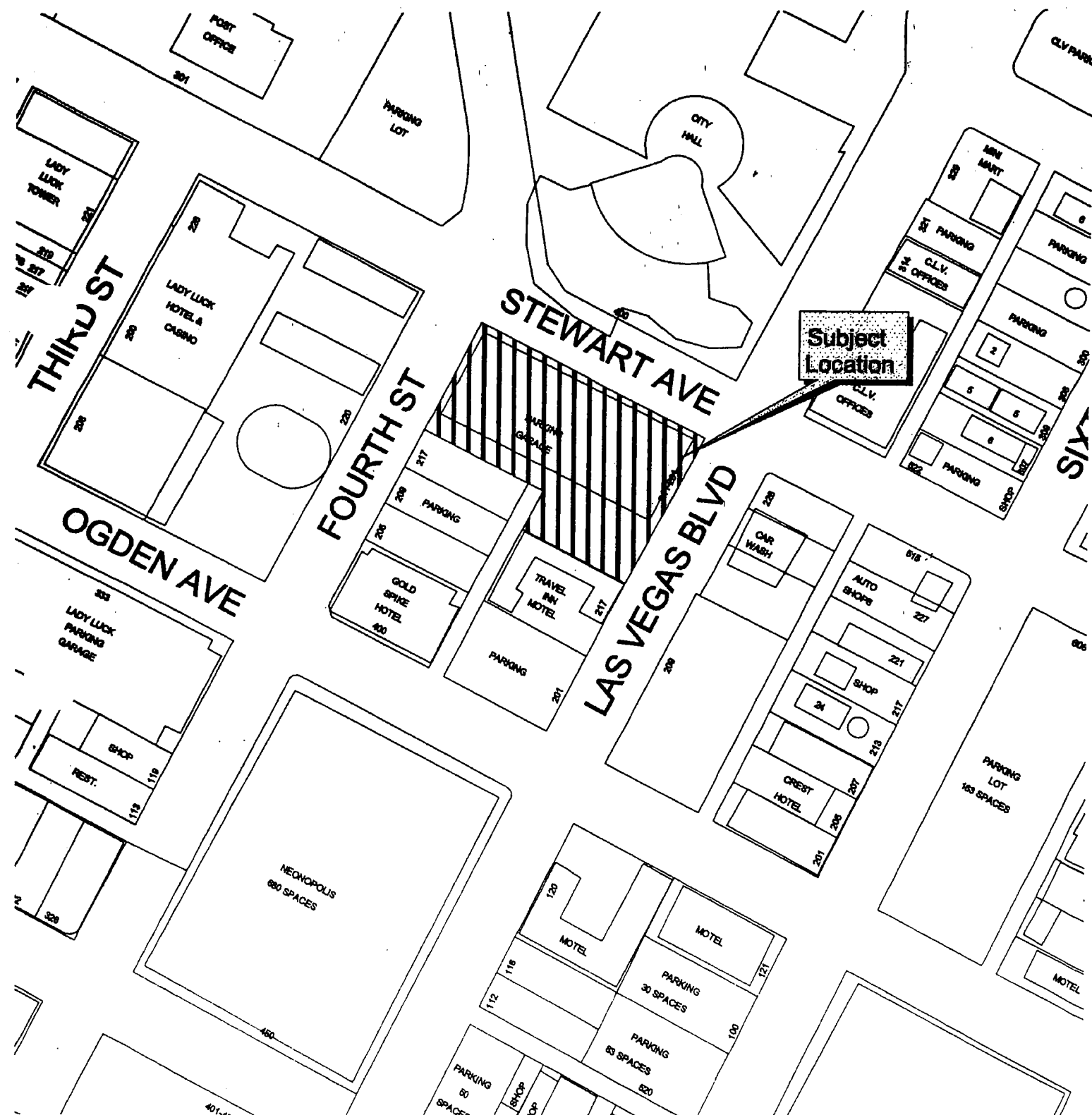
 4/16/03

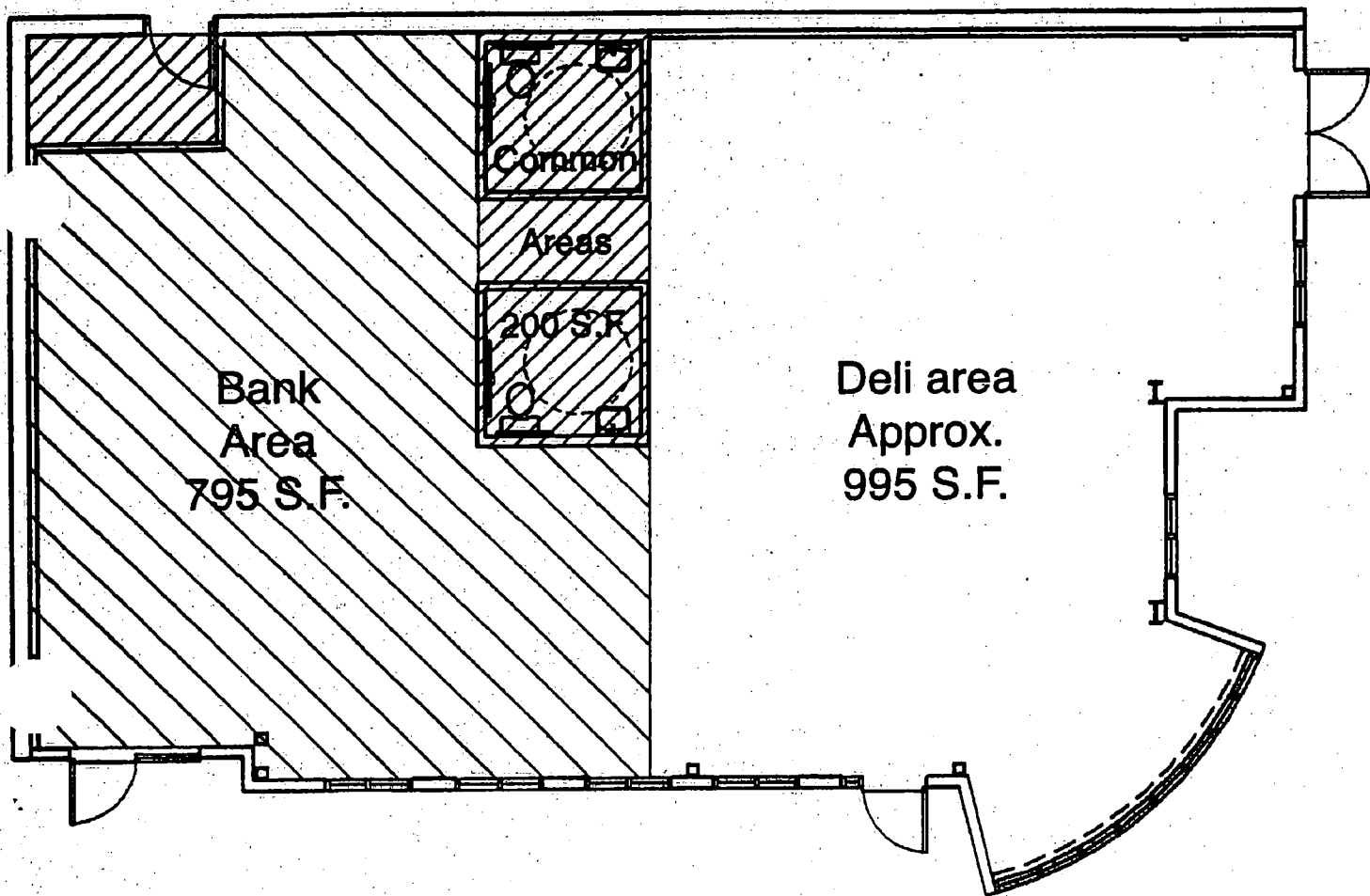
U.S. BANK NATIONAL ASSOCIATION  
"Lessee"

By   
Its Vice President

## EXHIBIT "A"

## Site Map



**EXHIBIT "B"****Floor Plan**

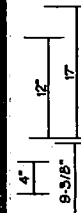
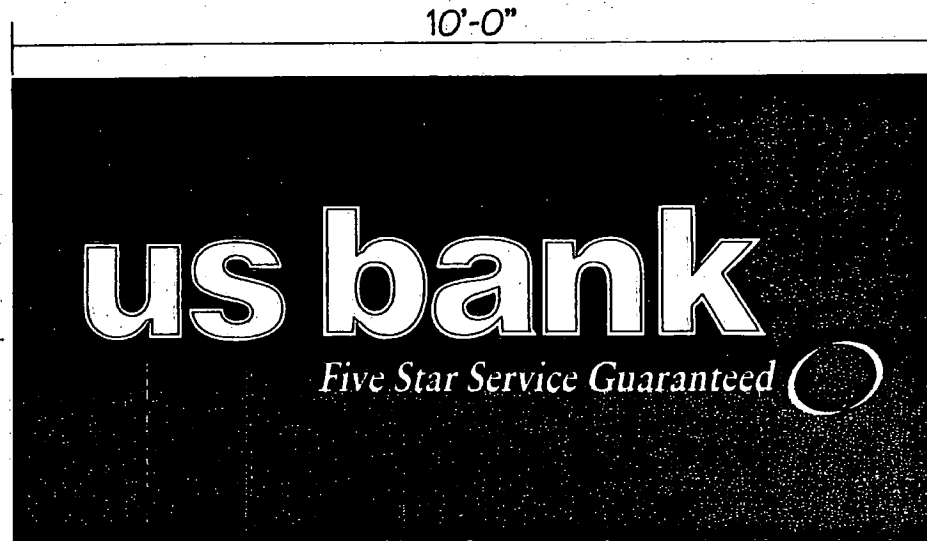
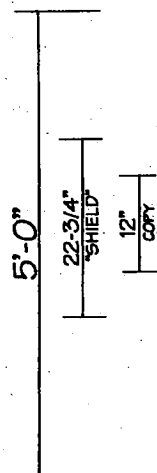
**AS VEGAS BOULEVARD & STEWART  
ARKING GARAGE RETAIL/ SERVICE**

14 MAR 03

SCALE: 1/8" = 1'-0"

**PRELIMINARY DRAWING**  
FOR DISCUSSION PURPOSES ONLY

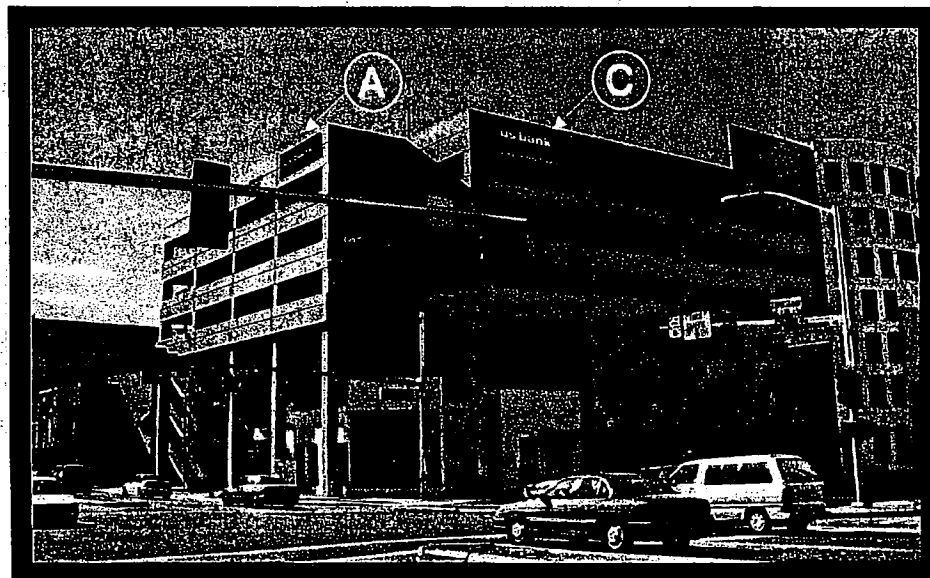
# S/F CABINET SIGN A



DK. BLUE ALUMINUM  
CABINET TO MATCH PMS 2748

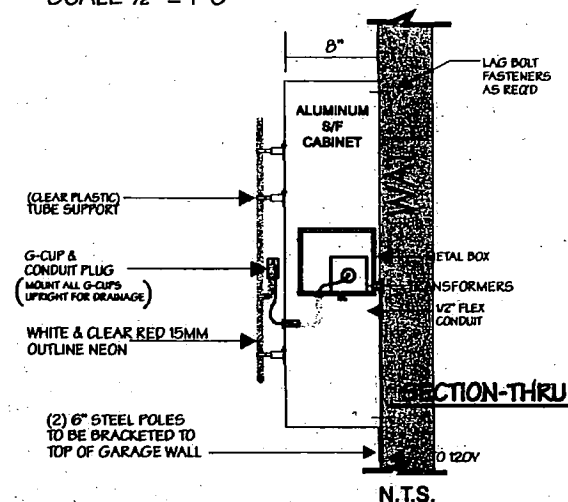
1st SURFACE GRAPHICS, I.E. PAINTED  
OR PSV COPY W/ EXPOSED  
15mm CLEAR RED & WHITE NEON

EXHIBIT "C"  
General Depiction of Signage



## PROPOSED ILLUMINATED SIGNAGE

SCALE 1/2" = 1'-0"



**MC SIGN COMPANY**  
8959 TYLER BLVD.  
MENTOR, OHIO 44060  
PH. 440-953-2280 FAX 440-953-2285

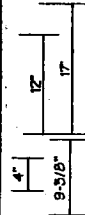
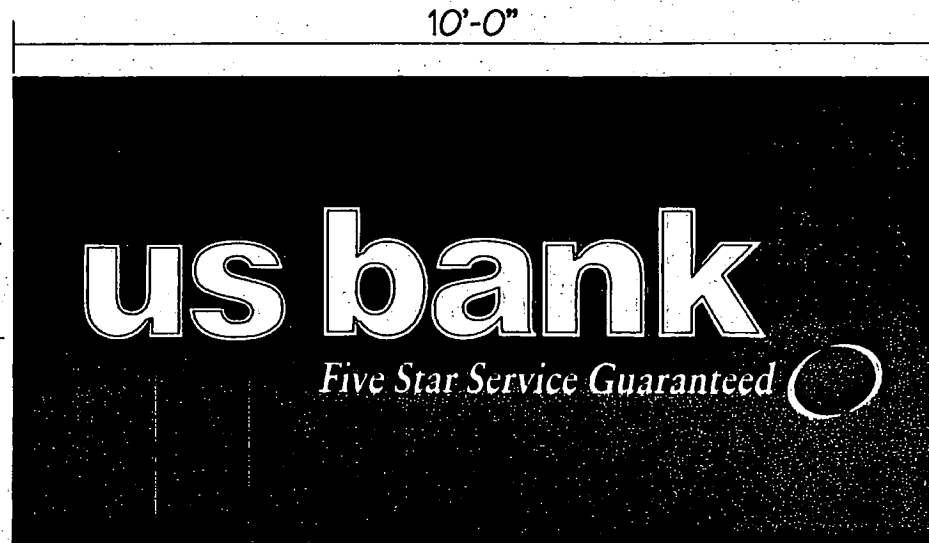
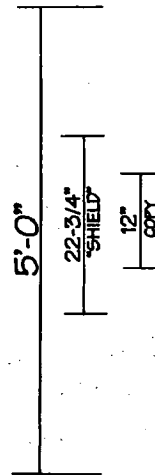
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| Client:<br><b>us bank</b>                 | Date:<br>2-05-03 | Scale:<br>1/2" = 1' | Document Location:<br>Z:TIM/U.S. BANK/ NV | Customer Approval/Date:                    |
| Location:<br>STEWART GARAGE LAS VEGAS, NV | Rev: 3-19-03     | Square Ft.          | File:<br>STEWART GARAGE LAS VEGAS, NV     | Drawing #<br>0302-05-50<br>Drawn by:<br>HS |



**PRELIMINARY DRAWING**  
FOR DISCUSSION PURPOSES ONLY

## S/F CABINET SIGN B



DK. BLUE ALUMINUM  
CABINET TO MATCH PMS 2748

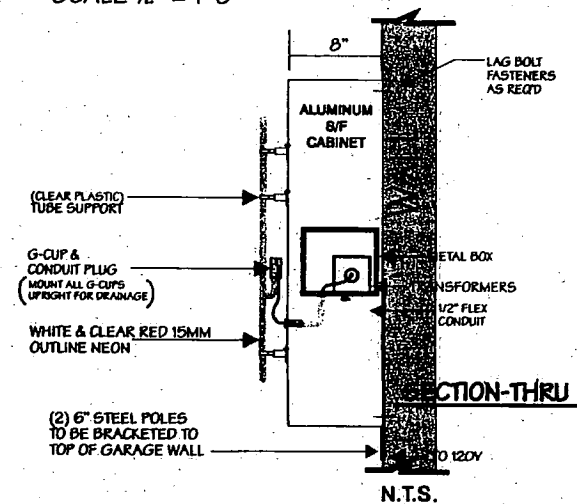
1st SURFACE GRAPHICS, I.E. PAINTED  
OR PSY COPY W/ EXPOSED  
15mm CLEAR RED & WHITE NEON

EXHIBIT "C"  
General Depiction of Signage



### PROPOSED ILLUMINATED SIGNAGE

SCALE 1/2" = 1'-0"



**MC SIGN**  
COMPANY

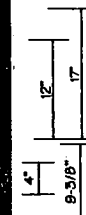
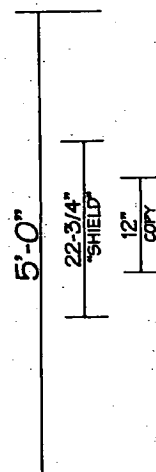
8959 TYLER BLVD.  
MENTOR, OHIO 44060

PH. 440-953-2280 FAX 440-953-2285

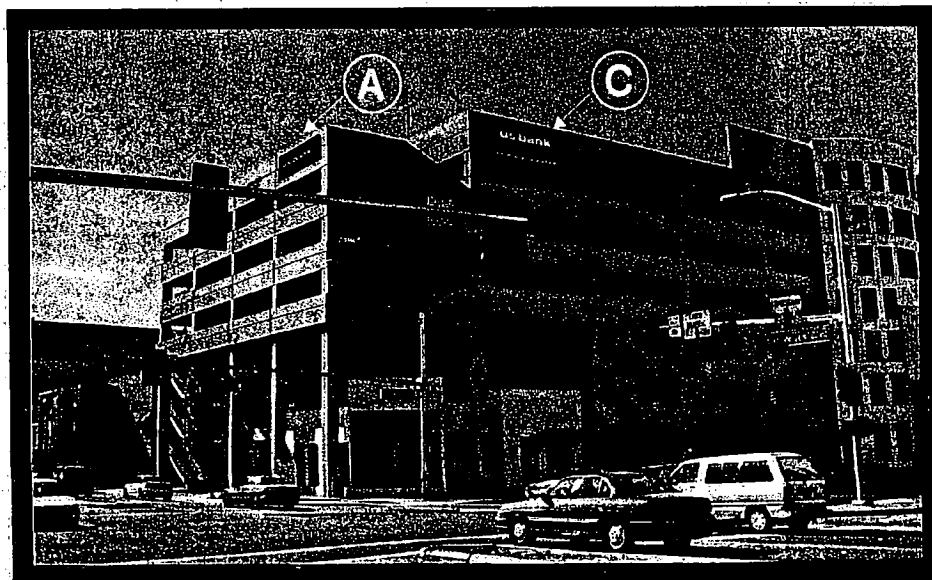
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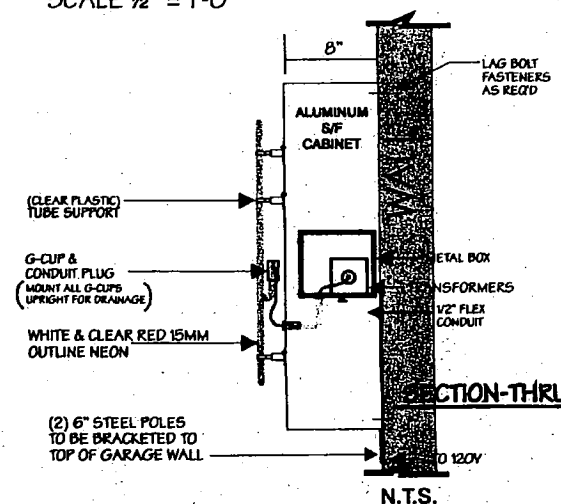
**S/F CABINET SIGN C**



1st SURFACE GRAPHICS, I.E. PAINTED  
OR PSY COPY W/ EXPOSED  
15mm CLEAR RED & WHITE NEON



SCALE  $\frac{1}{2}" = 1'-0"$



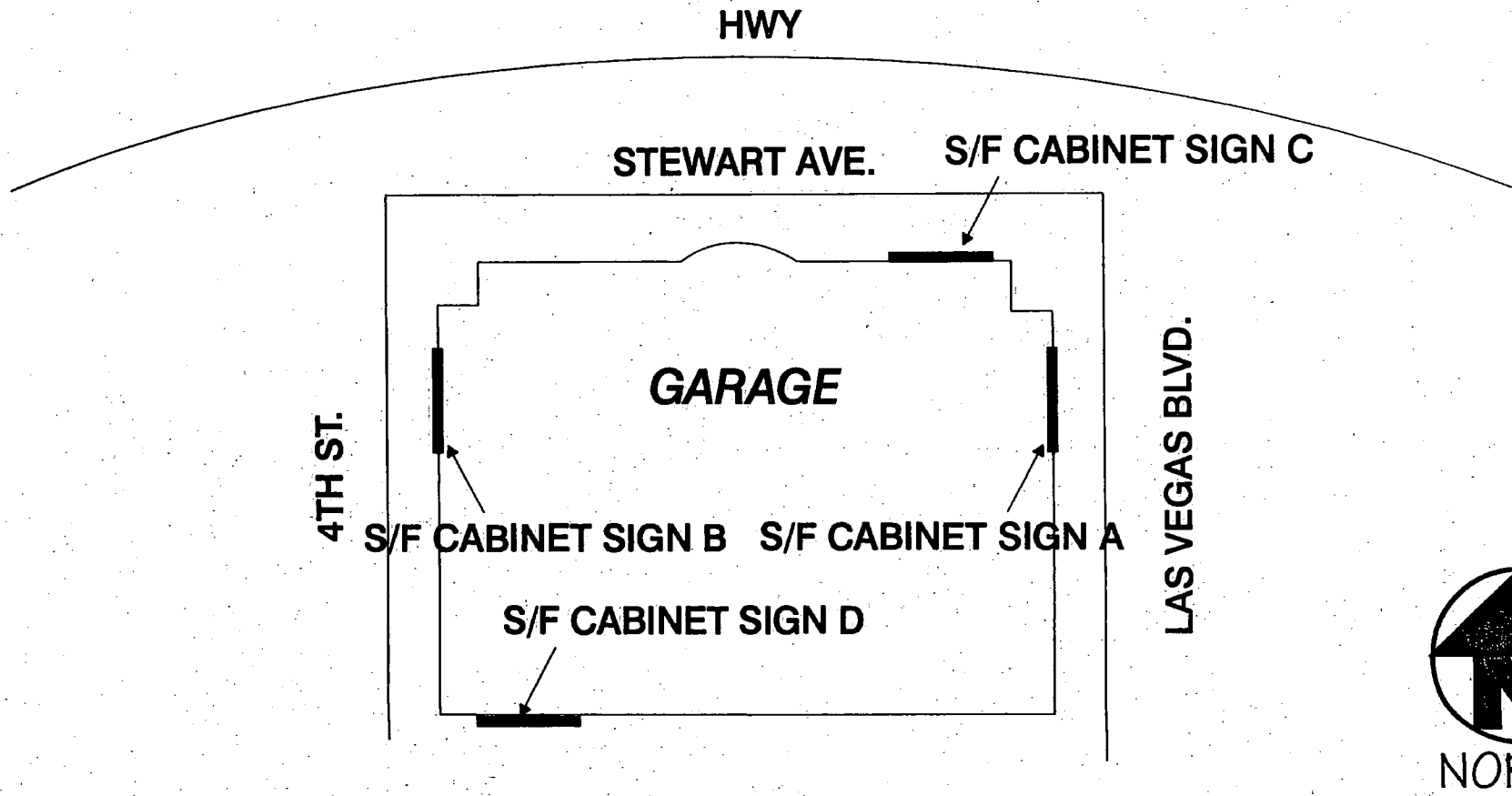
Drawn by:  
HS

EXHIBIT "C"  
General Depiction of Signage



# SITE PLAN

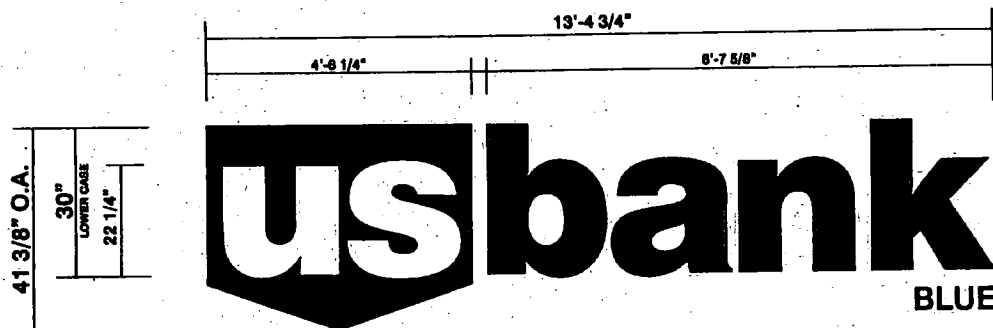
STEWART GARAGE LAS VEGAS, NV



**MC SIGN COMPANY**  
8959 TYLER BLVD.  
MENTOR, OHIO 44060  
TEL 440-953-1280 FAX 440-953-1285

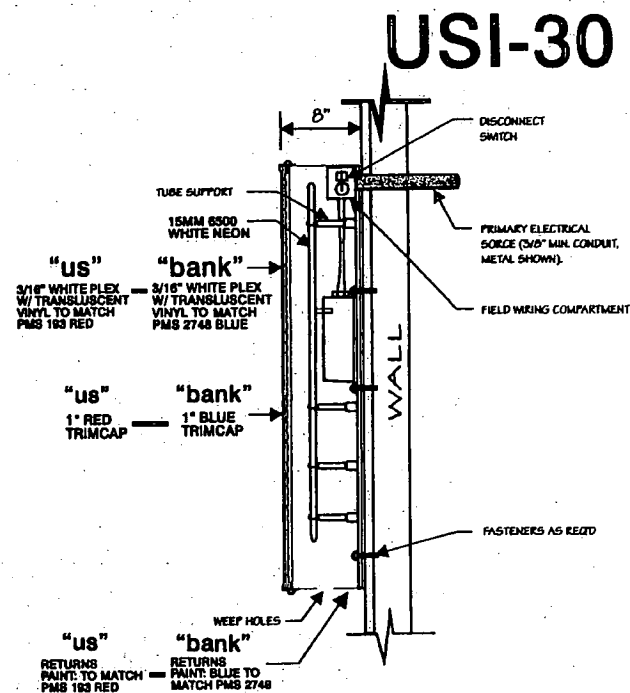
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| Client: <b>us bank</b>                        | Date: <b>2-05-03</b> | Scale: <b>SHOWN</b> | Document Location: <b>Z:TIM/U.S. BANK/ NV</b>  | Customer Approval/Date:      |
| Location: <b>STEWART GARAGE LAS VEGAS, NV</b> | Rev:                 | Square Ft:          | File Name: <b>STEWART GARAGE LAS VEGAS, NV</b> | Drawing #: <b>0302-05-54</b> |
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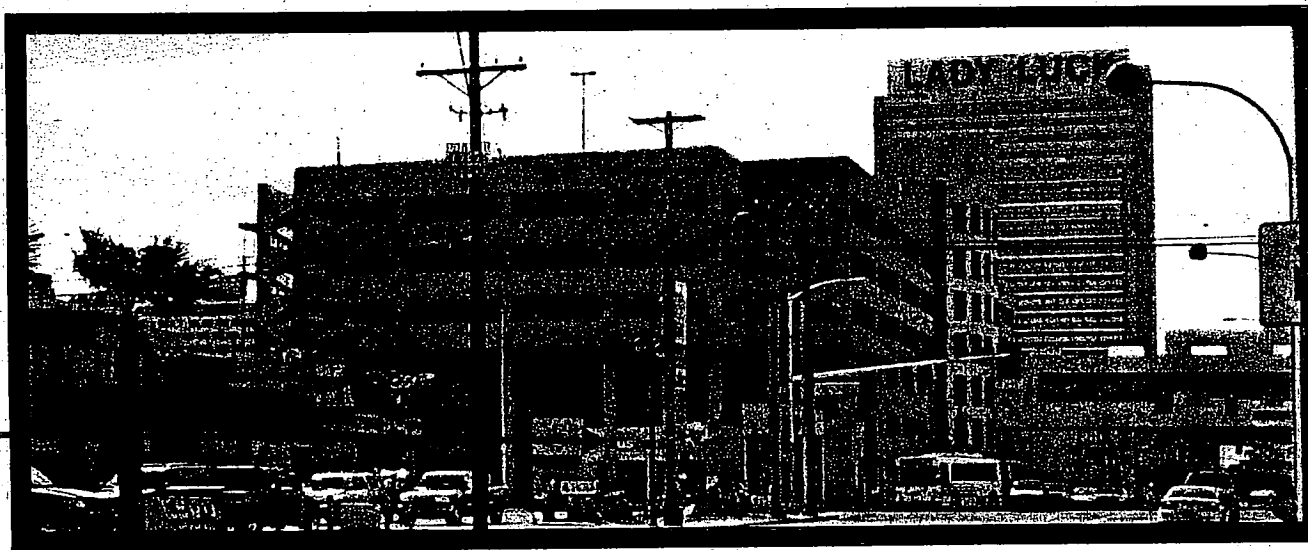


**PROPOSED  
ILLUMINATED NEON LETTERS**

SCALE PROPORTIONAL



LOCATION  
OF  
CHANNEL  
LETTERS



BLUE  
PMS 2748

RED  
PMS 163

**MC SIGN**  
COMPANY

3959 TYLER BLVD.  
MENTOR, OHIO 44060

TEL 440-953-2280 FAX 440-953-2285

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Client:

**usbank**

Date:

12-03-02

Scale:

SHOWN

Document Location:

Z:TIM/U.S. BANK/ ADDRESS

Customer Approval/Date:

Location:

STEWART GARAGE LAS VEGAS, NV

Rev.

Square Ft.

File

STEWART GARAGE LAS VEGAS, NV

Drawing #

0212-03-50

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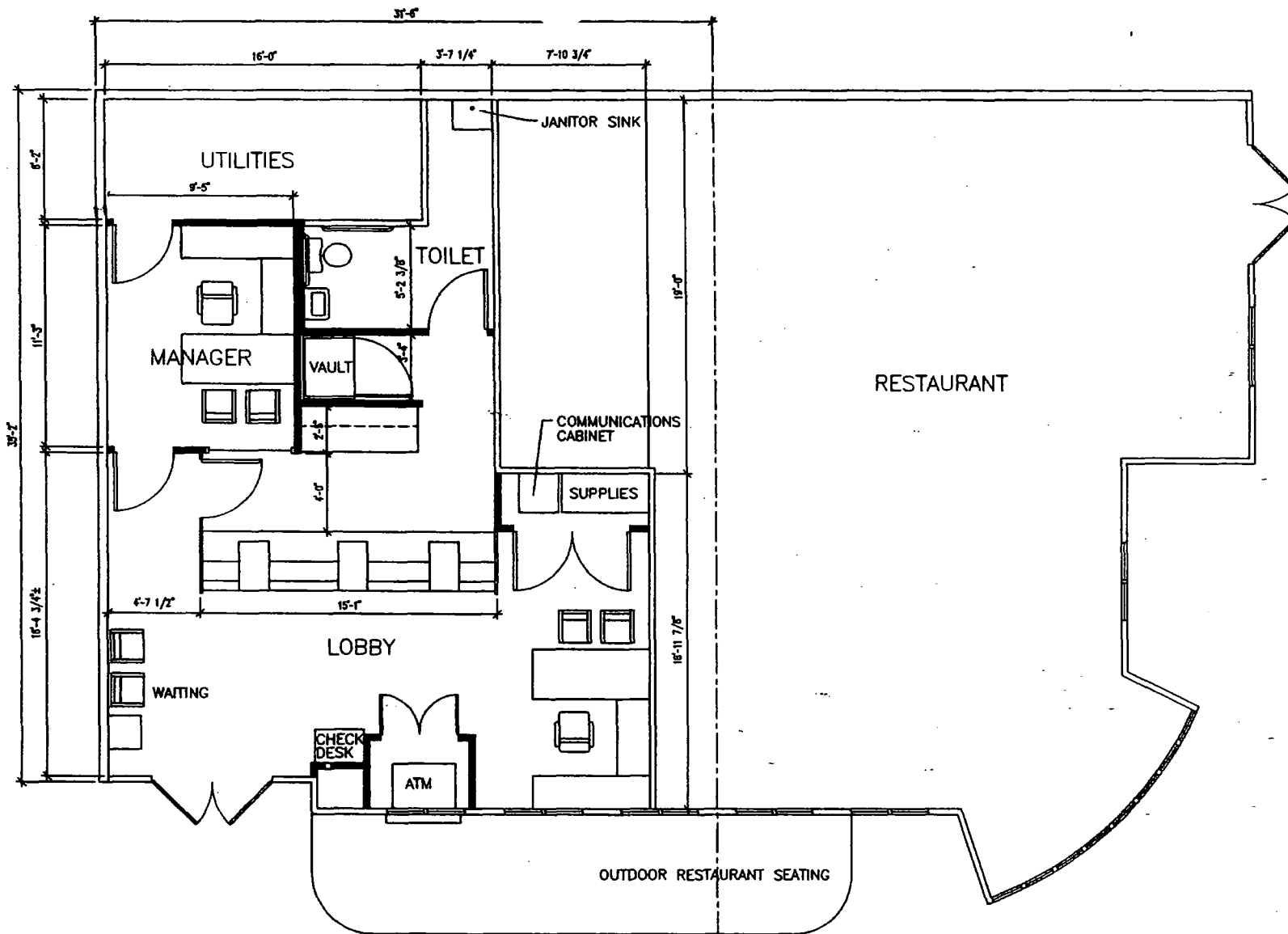
HS

## **Retail Tenant Parking**



# **SITE PLAN**

## **Retail Space**



**Las Vegas Blvd.**

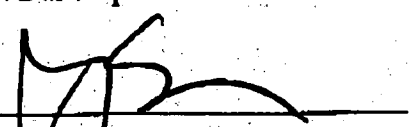
**Stewart Ave.**

**DISCLOSURE OF PRINCIPALS**

Attached hereto as Exhibit A is a listing of the Board of Directors of U.S. Bancorp, the holding company of U.S. Bank National Association.

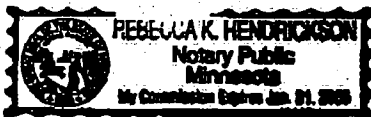
I hereby certify under penalty of perjury, that the attached is in fact a list of the Board of Directors of U.S. Bancorp as of April 16, 2003.

U.S. Bancorp

By: Its: Vice President

Subscribed and sworn to before me this  
20<sup>th</sup> day of October, 2003.

Rebecca K. Hendrickson  
Notary Public



**EXHIBIT A****U.S. Bancorp Board of Directors**

as of April 16, 2003

|                                   |                                                                                                    |
|-----------------------------------|----------------------------------------------------------------------------------------------------|
| <b>Jerry A. Grundhofer</b>        | <i>Chairman, President and Chief Executive Officer</i><br>U.S. Bancorp                             |
| <b>Linda L. Ahlers</b>            | <i>President</i><br>Marshall Field's                                                               |
| <b>Victoria Buyniski Gluckman</b> | <i>President and Chief Executive Officer</i><br>United Medical Resources, Inc.                     |
| <b>Arthur D. Collins, Jr.</b>     | <i>Chairman and Chief Executive Officer</i><br>Medtronic, Inc.                                     |
| <b>Peter H. Coors</b>             | <i>Chairman</i><br>Coors Brewing Company                                                           |
| <b>John C. Dannemiller</b>        | <i>Retired Chairman</i><br>Applied Industrial Technologies                                         |
| <b>John F. Grundhofer</b>         | <i>Chairman Emeritus</i><br>U.S. Bancorp                                                           |
| <b>Delbert W. Johnson</b>         | <i>Vice President</i><br>Safeguard Scientifics, Inc.                                               |
| <b>Joel W. Johnson</b>            | <i>Chairman, President and Chief Executive Officer</i><br>Hormel Foods Corporation                 |
| <b>Jerry W. Levin</b>             | <i>Chairman and Chief Executive Officer</i><br>American Household, Inc.                            |
| <b>David B. O'Maley</b>           | <i>Chairman, President and Chief Executive Officer</i><br>Ohio National Financial Services Company |
| <b>O'dell M. Owens, MD, MPH</b>   | <i>President and Chief Executive Officer</i><br>Rise Learning Solutions                            |
| <b>Thomas E. Petry</b>            | <i>Retired Chairman and Chief Executive Officer</i><br>Eagle-Picher Industries, Inc.               |
| <b>Richard G. Reiten</b>          | <i>Chairman and Chief Executive Officer</i><br>Northwest Natural Gas Company                       |
| <b>Craig D. Schnuck</b>           | <i>Chairman and Chief Executive Officer</i><br>Schnuck Markets, Inc.                               |
| <b>Warren R. Staley</b>           | <i>Chairman and Chief Executive Officer</i><br>Cargill, Inc.                                       |
| <b>Patrick T. Stokes</b>          | <i>President and Chief Executive Officer</i><br>Anheuser-Busch Companies, Inc.                     |
| <b>John J. Stollenwerk</b>        | <i>President and Chief Executive Officer</i><br>Allen-Edmonds Shoe Corporation                     |





# Site Map

*City of Las Vegas*

Agenda Item No. 64

**AGENDA SUMMARY PAGE****CITY COUNCIL MEETING OF: NOVEMBER 5, 2003****DEPARTMENT: BUSINESS DEVELOPMENT****DIRECTOR: IAIN VASEY (ACTING)**☒**CONSENT**☐**DISCUSSION****SUBJECT:****REPORT FROM REAL ESTATE COMMITTEE - Councilman Weekly and Councilwoman Moncrief**

Approval of the Lease Agreement with Port of Subs, Inc. for retail space in the Stewart Avenue Garage located at 261 Las Vegas Boulevard North, APN 139-34-510-045) - Ward 5 (Weekly)

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

The Office of Business Development solicited proposals for a limited restaurant-retail tenant to lease approximately 1,172 SF of retail space located at the southwest corner of Las Vegas Blvd. and Stewart Ave. In order to maximize the utilization of the available retail space, staff proposed to seek a limited restaurant (deli with coffee/expresso service) and a small bank branch (with ATM) as tenants for the retail space. A lease agreement with U.S. Bank National Association as the bank tenant for the retail space was previously approved by Council on May 7, 2003. The Lease Agreement with Port of Subs, Inc. will secure a limited restaurant tenant for the retail space and complete the leasing for the site.

**RECOMMENDATION:**

The 11/3/2003 Real Estate Committee and staff recommend approving and authorizing the Mayor to execute the Lease Agreement with Port of Subs Inc. for retail space in the Stewart Avenue Garage and any related documents.

**BACKUP DOCUMENTATION:**

1. Agenda memo
2. Lease Agreement
3. Site Plan-Retail Space
4. Disclosure of Principals
5. Site Map

**MOTION:**

**REESE - APPROVED** Items 2-29, 31-47, and 49-66 as recommended and amending Item 20 to remove the word Heights - **UNANIMOUS** with MACK abstaining on Item 29 because he is on the Board of Directors of the Boys and Girls Club

*City of Las Vegas***Agenda Item No. 64****CITY COUNCIL MEETING OF NOVEMBER 5, 2003****Consent – Business Development**

**Item 64 - Approval of the Lease Agreement with Port of Subs, Inc. for retail space in the Stewart Avenue Garage located at 261 Las Vegas Boulevard North, APN 139-34-510-045)**

**MOTION - Continued:**

**Items 30 & 48: STRICKEN under separate action (see individual items)**

**NOTE: COUNCILMAN MACK** disclosed that although a SuperPawn owned by his brother, **STEVEN MACK**, for whom he is a consultant, is near the location involved in Item 38, the portion being revised is a mile away and he does not believe it to be a conflict for him. Another SuperPawn, which he also consults for and is also owned by his brother, is located near the proposed park site involved in Item 49. Items 63 and 64 concern agreements for a parking garage near the Lady Luck Casino, with which his brother-in-law, **ANDREW DONNER**, has a contract. Since neither of his relatives had spoken to him about these items and he did not believe that they would be impacted by these agreements, he felt comfortable in voting on these issues.

**MINUTES:**

**COUNCILMAN WEEKLY** reported that the Real Estate Committee met to review all the Real Estate items on the Consent Agenda and joins with the recommendation of staff that the Council approve each item.

There was no further discussion.

(9:37 – 9:40)

**1-1006**

*City of Las Vegas***AGENDA MEMO****CITY COUNCIL MEETING DATE: NOVEMBER 5, 2003****DEPARTMENT: BUSINESS DEVELOPMENT****ITEM DESCRIPTION: APPROVAL OF THE LEASE AGREEMENT WITH PORT OF SUBS INC. FOR RETAIL SPACE IN THE STEWART AVENUE GARAGE**

---

1. On May 27, 2003, Office of Business Development concluded a Request For Proposal (RFP) solicitation for a limited restaurant-retail tenant. Two proposals were received in response to the RFP solicitation and a staff review committee was convened to review, as well as, rank both proposals. Port of Subs Inc. (POS) submitted the highest ranked proposal and staff entered into lease negotiations with POS at the direction of the City Manager's Office.
2. The initial term of the lease is five (5) years with one 5-year option for a potential maximum lease term of ten years.
3. POS will occupy 1,100 SF of net useable (1,172 SF gross minus 72 SF restroom area) retail space at an initial lease rate of \$2.25 per SF plus \$250.00 per month for 5 reserved parking spaces (to be used only by POS employees) in the Stewart Avenue Garage for a total of \$2,725.00 per month. Starting in the third year of the initial lease term, the lease and reserved parking rates will increase 2% annually through the end of the term. For the renewal option, the then current lease rate will be adjusted by the U.S. Department of Labor, Bureau of Labor Statistics, Chained Consumer Price Index for all Urban Consumers (C-CPI-U) and will continue to be adjusted annually by the C-CPI-U through the end of the option term.
4. POS will pay for an estimated \$62,000 in tenant improvement costs to build out the leased space, as well as, its pro-rata share of the common space consisting of mechanical (including HVAC system) and fire sprinkler riser.
5. In place of a tenant improvement allowance to build out the leased space, POS will be given a rent credit equal to fourteen (14) months of rent for the leased space and reserved parking.
6. POS was not represented by a broker and there will be no commission paid by the City for this transaction. Based on a typical commission rate of 4 1/2% of total gross leaseable rents (\$129,326.58) for the initial five year term of the lease, the City will save \$5,819.70 on this transaction by not having to pay a commission to a broker.
7. The costs of electrical, gas, water, sewer, real property taxes, repairs, maintenance of the exterior and structure will be paid for by POS and U.S. Bank National Association as co-retail tenants.

## LEASE AGREEMENT

### (Limited Restaurant)

THIS LEASE AGREEMENT, (herein the "Lease") is made and entered into this 5 day of November, 2003, by and between the CITY OF LAS VEGAS, a municipal corporation in the State of Nevada (herein the "Lessor"), and PORT OF SUBS, INC., a Nevada corporation (herein the "Lessee").

### WITNESSETH:

WHEREAS, Lessor owns the real property and improvements thereon that are located at 261 North Las Vegas Boulevard in Las Vegas, Nevada, commonly known and referred to as the "Stewart Avenue Garage Retail Space" (herein the "SAG") whose location is shown on the Site Map, Exhibit "A" attached hereto; and

WHEREAS, Lessor desires to lease to Lessee, and Lessee desires to lease from Lessor, building space that is situated in that certain retail center located on the ground floor of the SAG (the "Retail Center").

NOW, THEREFORE, for and in consideration of the foregoing and the covenants, terms and conditions herein contained, the parties agree as follows:

1. **LEASE OF PREMISES.** Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, 1,172 square feet of space in the Retail Center (the "Premises"), 150 square feet of storage space (the "Storage Area"), and 5 reserved parking spaces (the "Reserved Parking") in the SAG, in accordance with the provisions of this Lease. The Premises and Storage Area are depicted on the Floor Plan, Exhibit "B" and Storage Area Plan, Exhibit "C", attached hereto.

2. **TERM OF LEASE.** Unless earlier terminated in accordance with Section 39 hereof, and subject to the renewal provisions contained in Section 38 hereof, this Lease shall be for a term of five (5) years and three (3) months, beginning, on the Commencement Date, as defined in Section Three, and ending five (5) years and three (3) months thereafter.

3. **COMMENCEMENT DATE.** The Commencement Date and effective date of this Lease shall be the first day of the month following the full execution by all parties to this Lease. The Lessee's obligation to begin paying rent and CAM charges, taxes and insurance (NNN) shall start three (3) months after the Commencement Date as further set forth herein.

4. **LESSEE'S CONSTRUCTION OBLIGATIONS.** Lessee shall, at its own cost and expense, build out the Premises for Lessee's exclusive use as depicted in Exhibit "B" Floor Plan, attached hereto. Lessee shall also build out private restroom facilities in its Premises pursuant to ADA guidelines. In addition, Lessee shall, at its own cost and expense, build out the

Storage Area for Lessee's exclusive use as depicted in Exhibit "C" Storage Area Plan, attached hereto. The other tenant of the Retail Center shall assume responsibility for physical construction of the approximately 100 square feet of common space located in the Retail Center, consisting of mechanical space (including it's HVAC system and excluding Lessee's HVAC system that will be the sole cost and responsibility of Lessee to install) and fire sprinkler riser (herein the "Utility Room"), as depicted in Exhibit "B" Floor Plan, attached hereto. Lessee and other tenant of the Retail Center shall share the cost of constructing the Utility Room (in an amount equal to their Proportionate Share). The other tenant of the Retail Center responsible for the physical construction of the Utility Room will inform, in advance, Lessee of the estimated cost for said construction and each tenants' proportionate share. The other tenant of the Retail Center responsible for physical construction of the the Utility Room will make arrangements with Lessee for reimbursement of said tenant's Proportionate Share of constructing the Utility Room. Lessor agrees that it shall include a similar cost-sharing clause in any and all leases entered into for space in the Retail Center that shall require all tenants and occupants of the Retail Center to share the Common Area Build out Costs with Lessee as set forth herein.

5. **SIGNAGE.** Lessee will ensure that all its exterior building signage will be neon signage and shall be in the general form and size as depicted on Exhibit "E", General Depiction of Signage. Notwithstanding the previous sentence, the maximum signage area permitted will be in accordance with applicable Las Vegas Municipal Code standards. Lessee will be solely responsible for the cost, installation and maintenance of its signage.

6. **RENT.**

**A. PREMISES AND STORAGE AREA RENT.** Throughout the term of this Lease, Lessee shall be required to make all rental payments to Lessor. Commencing on the first day of the fourth (4<sup>th</sup>) month after the Commencement Date, Lessee agrees to pay Lessor, as rent for the Premises and Storage Area, the total sum of \$2,475.00 per month for 1,100 square feet of net useable retail space and 150 square feet of storage area, without demand, offset or reduction, payable monthly in advance to Lessor at City of Las Vegas Department of Finance Services, 400 Stewart Avenue, 6<sup>th</sup> Floor, Las Vegas, Nevada 89101. Beginning on the third anniversary of the Commencement Date and every anniversary thereafter, the then-current monthly rental fee shall be increased by two percent (2%) through the end of the initial five (5) year and three month term.

**B. RESERVED PARKING RENT.** Throughout the term of this Lease, Lessee shall be required to make all rental payments for five (5) reserved parking spaces in the SAG to the Lessor. Commencing on the first day of the third month after the Commencement Date, Lessee agrees to pay Lessor, as rent for the five (5) reserved parking spaces in the SAG the monthly amount of \$250.00. The locations of the reserved parking spaces in the SAG will be at the sole discretion of the Lessor. In addition, the reserved parking spaces in the SAG are to be used only by employees of the Lessee. Beginning on the third anniversary of the Commencement Date and every anniversary thereafter, the then-current monthly rental fee shall be increased by two percent (2%) through the end of the initial five (5) year term

**C. LATE CHARGES.** The rent for any calendar month, if not paid by the tenth (10<sup>th</sup>) day of that month is subject to a five percent (5%) late charge, which must be included with any late payment.

**7. RENT CREDIT.** In place of a tenant improvement allowance, Lessor will give Lessee a rent credit equal to fourteen (14) months of rent for the Premises, Storage Area and Reserved Parking (the "Rent Credit"). Lessor shall begin to apply the Rent Credit towards Lessee's rent for the Premises, Storage Area and Reserved Parking commencing on the first day of the fourth (4<sup>th</sup>) month after the Commencement Date. Beginning the first day of the eighteenth (18<sup>th</sup>) month after the Commencement Date, the Rent Credit will no longer be applicable and Lessee shall be required to make all rental payments to Lessor.

**8. DEPOSITS.** Concurrent with the execution of this Lease, Lessee will deposit with Lessor the First Months Rent and the Security Deposit which is equal to one month's rent.

**9. SERVICES.** The following utilities and services will be provided by Lessor (unless otherwise indicated) and shall, where provided by Lessor, shall be included as CAM Charges:

**A. HVAC** Lessor will cause to be supplied to the Premises and the Retail Center heat, ventilation and air conditioning ("HVAC") during normal business hours of Lessee. Any additional HVAC system capacity required by Lessee, over and above what is supplied by Lessor, will be the responsibility of the Lessee to secure at its sole cost and expense. HVAC to the Premises during hours other than Normal Business Hours will be provided, at Lessee's request and expense, at Lessor's actual direct cost, without mark-up, which will be based on Lessor's average energy rate of electricity and natural gas for the Building and average hourly labor rate, if any.

**B. ELECTRICITY.** Lessor will cause to be supplied electricity to the Premises. Any additional electrical system capacity required by Lessee, over and above what is already supplied by Lessor, will be the responsibility of the Lessee to secure at its sole cost and expense. Lessor will also provide electricity for lighting of the common areas of the Retail Center.

**C. WATER.** Lessor will cause water to be supplied for ordinary drinking, lavatory and toilet purposes and to operate the necessary fire sprinkler system at the Retail Center. Any additional water capacity required by Lessee, over and above what is already supplied by Lessor, will be the responsibility of the Lessee to secure at its sole cost and expense.

**D. JANITORIAL.** Lessee shall, at its cost and expense, provide janitorial services to the Premises and Storage Area. Lessee shall also, in common with other tenants of the Retail Center, provide janitorial services to the Utility Room of the Retail Center (on an as needed basis) and the cost thereof shall be shared among said tenants on a pro-rata basis. Lessor agrees that it shall include a similar cost sharing clause in any and all leases entered into for

space in the Retail Center, that shall require all tenants and occupants of the Retail Center to share the janitorial cost associated with the Utility Room of the Retail Center.

**E. SECURITY.** Lessor shall provide, at its sole cost and expense, security to the SAG in a manner reasonably required by it. Lessee shall, in common with other tenants of the Retail Center, provide security to the Retail Center in a manner reasonably required by said tenants of the Retail Center and Lessor agrees that it shall include a similar cost sharing clause in any and all leases entered into for space in the Retail Center which shall require all tenants and occupants of the Retail Center to share the security cost associated with the common areas of the Retail Center.

**F. FIRE SPRINKLER SYSTEM.** Lessor shall maintain Fire Sprinkler Riser housed in the Utility Room pursuant to City of Las Vegas Fire Safety and Building Code Requirements.

#### **10. LESSEE PAID EXPENSES.**

From the Commencement Date, Lessee shall reimburse Lessor for its Proportionate Share of the CAM charges incurred at the Retail Center within thirty (30) days of Lessee's receipt of Lessor's CAM Charges (as that term is hereinafter defined) invoice detailing such charges. Lessee's "Proportionate Share" of CAM Charges shall be 57.73%, which is equal to a fraction, the numerator of which is the square footage of the Premises or 1,172 square feet and the denominator of which shall be the total rentable square footage of the Retail Center or 2,030 square feet. The Retail Center's "CAM Charges" shall be the reasonable costs directly incurred by Lessor in the operation, maintenance and upkeep of the Retail Center, including, but not limited to utilities (electricity, water, sewer and natural gas charges based on meters or sub-meters serving the Retail Center), fire/life/safety, property taxes (upon the Retail Center portion of the SAG only) and maintenance costs directly associated with the Retail Center (including common area). In the event the cost of any utilities are individually metered or sub-metered to the Premises, Lessee shall be responsible for the actual cost of said utilities consumed at the Premises and the cost of said utilities individually metered to the Premises shall not be included in the CAM Charges for the Lessee. The cost of any utilities that are individually metered to the Premises will be paid directly by the Lessee to the vendors providing the utilities. The Lessee and other tenant of the Retail Center will be responsible for the cost, based on their respective proportionate shares, of installing any meters or sub-meters for utilities serving the Retail Center and should Lessee elect to install any meter or sub-meter for the Premises, Lessee shall be responsible for the cost thereof. The CAM Charges shall specifically exclude any and all costs associated with the maintenance, operation and upkeep of any portion of the SAG, other than the Retail Center. The CAM Charges shall also specifically exclude phone service, garbage dumpster fees and garbage collection fees for the Premises that are to be paid directly by the Lessee to the vendors providing the service.

The CAM charges shall also specifically exclude utilities (including but not limited to electricity, water, sewer and natural gas) for the Storage Area, as well as, costs to provide



utilities (including but not limited to utility connection fees) to the Storage Area. The monthly costs of any and all utilities to the Storage Area shall be paid directly by Lessee to the vendors providing the utilities.

Lessee shall, at its expense, provide janitorial services for the Storage Area.

**11. COMMON AREA MAINTENANCE AND UTILITY CHARGES.**

Lessee's Proportionate Share of the CAM Charges, starting from the Commencement Date, will be billed monthly by Lessor to Lessee with a detail breakdown of the costs that make up such CAM Charges. Lessee shall have the right to audit Lessor's records as the same relate to the CAM Charges upon written request to Lessor.

**12. REPAIRS AND MAINTENANCE.** Lessor will maintain and repair the exterior and structure of the Retail Center and Utility Room located therein, all electrical, plumbing, and HVAC components and/or fixtures serving the Retail Center or the Premises, the roof and foundation, all common elements of the Retail Center (including but not limited to the connections for all utilities) in a manner generally consistent with the maintenance and repair of similar properties in the area in which the Premises are located. All such costs shall be included as CAM Charges. If Lessor fails, after receiving thirty (30) days prior written notice from Lessee, to cure such default (except that, in an emergency, Lessee need not provide such notice or period to cure), Lessee may perform the maintenance and repairs and charge the costs to Lessor. Lessee shall maintain the interior of the Premises and its furniture, fixtures and equipment located therein in a good and clean condition.

The Lessee will provide any maintenance and repairs to storage units in the Storage Area.

**13. USE OF PREMISES, STORAGE AREA AND RESERVED PARKING.**

Lessee agrees to use the Premises solely for the purpose of conducting the normal business of selling hot and cold foods, including, but not limited to, sandwiches, hot and cold drinks, candy, snack food, and various other sundry items generally associated with the operation of a limited restaurant and more fully described in the attached Exhibit "F", Operations Plan.

Lessee shall not use or permit the Premises, Storage Area and Reserved Parking to be used for any purpose, other than as described in the attached Exhibit "F", Operations Plan, without the written consent of Lessor.

Lessor will provide Lessee with access to the Premises, Storage Area and Reserved Parking, 24 hours per day, 365 days per year.

**14. LAWS. WASTE. NUISANCE.** Lessee covenants that it:

A. Will not use or suffer or permit any person or persons to use the Premises, Storage Area and Reserved Parking, or any part thereof for conducting thereon any activity not authorized in this Lease;

B. Will comply with all laws, ordinances, regulations and requirements, now in force or which hereafter may be in force, of any lawful governmental body or authority having jurisdiction over the Premises, Storage Area and Reserved Parking.

C. Will keep the Premises, Storage Area and Reserved Parking, and every part thereof in a clean, neat and orderly condition, and will in all respects and at all times fully comply with all health and police regulations; and

D. Will not suffer, permit or commit any nuisance or waste on the Premises, Storage Area and Reserved Parking.

**15. ALTERATIONS. ADDITIONS AND IMPROVEMENTS.** At any time during the Lease term, Lessee, subject to the prior written approval of Lessor and at the expense of Lessee, may make alterations, additions or improvements in and to the Premises and Storage Area. Any such alteration, addition or improvement shall be performed in a workmanlike manner, in accordance with all applicable governmental regulations and requirements, and shall not weaken or impair the structural strength or lessen the value of the Premises and Storage Area.

All alterations, additions or improvements that may be erected or installed in or on the Premises and Storage Area shall become part thereof and the sole property of Lessor, except that all moveable fixtures that may be installed by the Lessee shall be and remain its property and shall not become the property of Lessor if it is removed in a timely manner after abandonment or surrender of the Premises and Storage Area.

**16. PAYMENT OF TAXES.** Lessor shall be responsible for any real property taxes on, or real property related assessments to the Premises, Storage Area and Reserved Parking. Lessor shall have no responsibility or liability to pay any personal property taxes because of any personal property brought upon or used by Lessee in connection with the Premises, Storage Area or Reserved Parking, and Lessee agrees to pay, and to indemnify Lessor concerning, any such taxes that may be assessed.

**17. COMPLIANCE WITH THE LAW.** The Lessee shall promptly execute and comply with all statutes, rules, orders, building codes, ordinances, requirements, and regulations of the City, County, State and Federal governments, including OSHA, the Americans with Disabilities Act of 1990 (42 USC Sections 12101 through 12213 and 47 USC Section 225.611) and their underlying regulations and rules, which are applicable to the Premises, Storage Area and Reserved Parking. Nothing herein contained shall be construed to restrict the Lessee from contesting the validity of any such regulation, rule or ordinance, provided the Lessee indemnifies

the Lessor to its reasonable satisfaction against the consequences of non-compliance during the period of dispute.

**18. INDEMNIFICATION AND INSURANCE.** The Lessee agrees to procure and maintain general liability insurance in the minimum amount of \$1,000,000 per occurrence; \$2,000,000 in the aggregate covering any injury or damage to person or property resulting from the use of the Premises for the corresponding dates set forth in Section 2 hereof. The insurance policies shall name the Lessor as an additional insured.

Lessee hereby agrees to protect, indemnify, and hold the Lessor, its officers, employees and agents, harmless from and against any and all claims, damages, losses, expenses, suits, actions, decrees, judgments, awards, attorneys' fees and court costs, which the Lessor, its officers, employees or agents, may suffer or which may be sought against or are recovered or obtainable from the Lessor, its officers, employees or agents, as a result of, or by reason of, or arising out of or in consequence of any act or omission, negligent or otherwise, of the Lessee or its officers, employees, contractors, subcontractors, agents, volunteers or anyone who is directly or indirectly employed by, or is acting in concert with, the Lessee, officers, its employees, contractors, subcontractors, volunteers or agents in the performance of this Lease.

In this connection, the Lessee expressly agrees, at its sole cost and expense, to defend the Lessor, its officers, employees and agents, in any suit or action that may be brought against it or them, or any of them, by reason of any act or omission, negligent or otherwise, against which the Lessee has agreed to indemnify the Lessor, its officers, employees and agents. If the Lessee fails so to do, the Lessor shall have the right, but not the obligation to defend same and to charge all of the direct and incidental costs of such defense, including attorneys' fees and court costs, to the Lessee.

**19. WAIVER OF SUBROGATION.** Lessee hereby waives, and Lessor hereby waives, any rights each may have against the other for loss or damage to its property or property in which it may have an interest, where such loss is caused by a peril of the type generally covered by fire or hazard insurance with extended coverage or arising from any cause which the claiming party was obligated to insure against under this Lease, and the Lessee and Lessor, each waives any right of subrogation that it might otherwise have against the other party.

**20. SURRENDER OF PREMISES, STORAGE AREA AND RESERVED PARKING.** Upon expiration or other authorized termination of this Lease, Lessee shall surrender the Premises, Storage Area and Reserved Parking in the same condition as they were in at the commencement of this Lease except for additions, alterations or changes specifically authorized by Lessor and reasonable wear and tear, and shall deliver all keys to Lessor. Before surrendering the Premises, Storage Area and Reserved Parking, Lessee shall remove all of its personal property and trade fixtures and such alterations or additions to the Premises and Storage Area and Reserved Parking made by Lessee as may be specified for removal by Lessor, and shall repair any damage caused by such property or the removal thereof. If Lessee fails to remove such personal property and fixtures upon the expiration or other authorized termination of this Lease, the same shall be deemed abandoned and shall become the property of Lessor.

**21. HOLDING OVER.** Any holding over by the Lessee, with the Lessor's consent, after the expiration of the term hereof or of any renewal term shall be construed to be a tenancy from month to month, terminable on one month's written notice, at a negotiated rent to be paid in advance on the first day of each month. Such tenancy shall otherwise be on the terms herein specified so far as possible.

**22. SALE OF PREMISES.** Lessor reserves the right at any time to sell, convey or otherwise transfer its interest in the Premises, Storage Area and Reserved Parking, or any portion thereof.

**23. EMINENT DOMAIN.** In case the whole of the Premises, Storage Area or Reserved Parking, or such part thereof as shall substantially interfere with Lessee's use thereof, shall be taken by any lawful power or authority by exercise of the right of eminent domain, or sold to prevent such taking, either Lessor or Lessee may terminate this Lease effective as of the date possession is required to be surrendered to said authority. Lessee shall not because of such taking assert any claim against Lessor or the taking authority for any compensation because of such taking, and Lessor shall be entitled to receive the entire amount of any award without deduction for any estate or interest of Lessee. In the event the amount of property or the type of estate taken shall not substantially interfere with the conduct of Lessee's business, Lessor shall be entitled to the entire amount of the award without deduction for any estate or interest of Lessee. In such event, Lessor shall promptly proceed to restore the Premises, Storage Area or Reserved Parking to substantially their condition prior to such partial taking, and a proportionate allowance shall be made to Lessee for the rent corresponding to the time during which, and to the part of the Premises, Storage Area or Reserved Parking of which, Lessee is so deprived on account of such taking and restoration. Nothing contained in this Section shall be deemed to give Lessor any interest in, or prevent Lessee from seeking any award against the taking authority for the taking of, personal property and fixtures belonging to Lessee or for relocation expenses recoverable against the taking authority.

**24. DAMAGE OR DESTRUCTION.**

A. Lessee shall give prompt notice to Lessor in case of fire or accidents in or near the Premises, Storage Area or Reserved Parking.

B. If the Premises, Storage Area or Reserved Parking are partially damaged by fire or other casualty, Lessor shall repair such damage at its cost, subject to Lessee's option contained in subsection C of this Section, and rent shall be abated according to the part of the Premises, Storage Area or Reserved Parking which remains unusable by Lessee until such repairs are completed.

C. If the Premises, Storage Area or Reserved Parking are substantially or totally destroyed, or if the Premises, Storage Area or Reserved Parking are damaged so extensively that they cannot, in Lessee's opinion, be repaired within 30 days after commencement of such repairs,

then Lessee may, at its option, within 30 days after such damage or destruction give Lessor written notice thereof and this Lease shall thereupon be canceled effective as of the date of the occurrence of such damage or destruction, or Lessee may elect to repair and rebuild, in which event this Lease shall remain in effect and rent shall be abated in proportion to the part of the Premises, Storage Area or Reserved Parking which are unusable by Lessee. Any amount of money expended to repair and rebuild the Premises, Storage Area or Reserved Parking by Lessee will be credited against future rent payments due.

D. If any damage referred to in this Section is due in whole or in part to the act, neglect, fault or omission of Lessee, there shall be no abatement of rent.

**25. LIENS AND ENCUMBRANCES.** Lessor agrees to keep the Premises, Storage Area and Reserved Parking and its interest therein free from liens and encumbrances and to indemnify and hold Lessee harmless therefrom. If any lien or other encumbrance is filed against the Premises, Storage Area or Reserved Parking or any part thereof by reason of Lessor's acts or omissions or because of a claim against Lessor, Lessor shall cause the same to be canceled and discharged of record by bond or otherwise within 10 days after notice by Lessee. The failure of Lessor to obtain a cancellation or discharge of record by bond or otherwise as provided herein within the time limit hereby established shall constitute a default of the terms of this Lease. This does not include a loan from a financial institution using the building as collateral.

**26. ASSIGNMENT AND SUBLETTING.** Lessee shall not transfer, assign, delegate, mortgage or hypothecate this Lease, in whole or in part, or permit the use of the Premises, Storage Area or Reserved Parking Spaces by any person or persons other than Lessee, or sublet the Premises, Storage Area or Reserved Parking, or any part thereof, without the prior written consent of Lessor in each instance. Any assignment, encumbrance or sublease contrary to the provisions of this Section Twenty-Six shall be null and void and constitute a breach by Lessee of this Lease.

**27. BREACH, DEFAULT AND REMEDIES.** If Lessee or Lessor fails to perform or comply with any covenant, term or condition that this Lease requires said party to perform or comply with, the defaulting party shall have 30 days after it receives written notice of such default or breach within which to remove or cure said default or breach, except that such period in the case of Lessee's failure to pay rent in a timely fashion shall be 15 days after the date the rent payment is due. If a breach or default on the part of Lessee is not removed or cured within the applicable time limit set forth above, Lessor may, in addition to any other remedy it may have under law or equity at its option, terminate this Lease or reenter and retake possession, with or without terminating the Lease. In the case of reentry and retaking of possession, Lessor shall give Lessee reasonable notification so that arrangements for the removal of property can be made.

The remedies provided for in this Lease shall be cumulative and the exercise of any remedy by a party shall not be to the exclusion of any other remedy.

28. **NO PARTNERSHIP.** Lessor does not by this Lease, in any way or for any purpose, become a partner or joint venturer of Lessee in the conduct of its business or otherwise.

29. **FORCE MAJEURE.** Lessee and Lessor shall each be excused for the period of any delay in the performance of any obligation hereunder when prevented from doing so by cause or causes beyond that party's control, including labor disputes, civil commotion, war, governmental regulations or controls, fire or other casualty, inability to obtain any material or services, or acts of God.

30. **NO WAIVER.** Failure of either the Lessee or Lessor to insist upon the strict performance of any provision or to exercise any option hereunder in any one or more instances shall not be deemed a waiver or relinquishment of its right to do so in the future. No provision of this Lease shall be deemed to have been waived by Lessee or Lessor unless such waiver is in writing.

31. **BROKER'S COMMISSIONS.** Lessee shall be responsible for any and all brokerage commissions or finder's fees in connection with this Lease and agrees to indemnify the Lessor against and hold it harmless from all liability arising from such claims, including any attorney's fees connected therewith.

32. **PROVISIONS BINDING.** Except as otherwise provided, all provisions herein shall be binding upon and shall inure to the benefit of the parties, their representatives, heirs, successors and assigns.

33. **NON-DISCRIMINATION.** Lessee agrees that the Premises will not be segregated with respect to race, color, religion or national origin; that it will not segregate or discriminate on such grounds with respect to public utilization of or access to the Premises; and that it will comply with all federal laws and regulations that prohibit discrimination in connection with federally funded programs.

34. **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, Storage Area or Reserved Parking are merged herein and extinguished.

35. **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.

36. **ATTORNEY'S FEES.** In the event Lessor/Lessee institutes any judicial proceeding against Lessee/Lessor relating to any default, each party shall bear it's own costs and attorney's fees with respect thereto.

**37. NOTICES.** Any notice, demand, request, or other instrument which may be or is required to be given under this Lease shall be delivered in person or sent by certified mail, return receipt requested, and shall be sent to the following addresses or to such other addresses as the parties may from time to time designate in writing:

If to the Lessor:                      City of Las Vegas  
                                                 Office of Business Development  
                                                 400 Stewart Avenue, 2nd Floor  
                                                 Las Vegas, Nevada 89101

If to the Lessee:                      Port of Subs, Inc.  
                                                 Attn: Mr. John Larsen  
                                                 5365 Mae Anne Avenue, Suite A-29  
                                                 Reno, Nevada 89523

**38. OPTION TO RENEW.** If Lessee is not then in default of this Lease, Lessee may request to renew this Lease for a five (5) year term by giving a written request to renew at least one hundred and twenty (120) days prior to the expiration of the initial Lease term.

The extension term will be upon all of the terms and conditions of this Lease with rent for the Premises, Storage Area and Reserved Parking being equal to the then current monthly rent (prior to extension and adjustment) multiplied by an adjustment factor ("Adjustment Factor") equal to one hundred percent (100%) of the annual increase, if any, in the U.S. Department of Labor, Bureau of Labor Statistics, Chained Consumer Price Index for All Urban Consumers ("C-CPI-U") which is typically published by August 31<sup>st</sup> of each year, for the year in which the extension term commences. The rent adjustment will take effect starting January 1<sup>st</sup> of the year proceeding the start of the extension term. On the anniversary of the Commencement Date in the second year of the extension term and every anniversary thereafter, the rent for the Premises, Storage Area and Reserved Parking shall be multiplied by the Adjustment Factor as measured from the annual percent change in the C-CPI-U for the current year. Rent adjustments will take effect starting January 1<sup>st</sup> of the year proceeding each rent adjustment.

Any request to renew this Lease shall not be effective nor binding on the Lessor unless and until the same is approved by the Las Vegas City Council.

**39. EARLY TERMINATION.** This Lease may be terminated prior to the expiration of its initial term or the renewal period if the purpose of this Lease is substantially impaired or obstructed by any event, occurrence or circumstance that is defined, interpreted or construed as breach or default on the part of either party.

**40. CUSTOMER PARKING.** During the term of this lease, Lessee and other retail tenants of the Retail Center shall be allowed to use ten (10), metered, short-term parking spaces in the SAG for their customers as depicted on Exhibit "D" attached hereto. In addition, a

designated loading zone in the SAG shall also be available for use by the Lessee and other retail tenants of the Retail Center.

**41. 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 is has disclosed on the form attached as Exhibit "E", all principals and partners of Port of Subs, Inc., as well as all persons and entities holding more than a one percent (1%) interest in Port of Subs, Inc. Throughout the term hereof, Port of Subs, Inc., shall notify Lessor in writing of any material change in the above disclosure within 15 days of any such change.

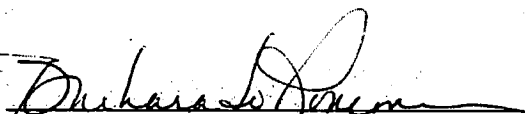
**42. MODIFICATION OR AMENDMENTS.** Upon approval of the Lease by the City Council and after it has been fully executed by signature of all parties, the Lessee designates the City Manager with the authority to complete and execute any additional documents necessary for the completion of the intent of this contractual obligation during the original term of this Lease, such as amendments, adjustments to monetary revenue or expenditure not to exceed twenty-five thousand (\$25,000.00) dollars, and recordings and filing with the City Clerk's Office. No amendment, change or modification of this Lease shall be valid unless in writing and signed by both Lessor and Lessee.

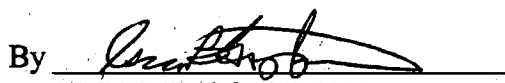
**43. MEMORANDUM OF LEASE.** This Lease shall not be recorded; however, a memorandum of lease approved and executed by both parties may be recorded during the term of this Lease.

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

CITY OF LAS VEGAS  
"Lessor"

ATTEST:

  
BARBARA JO RONEMUS, City Clerk

By   
OSCAR B. GOODMAN, Mayor

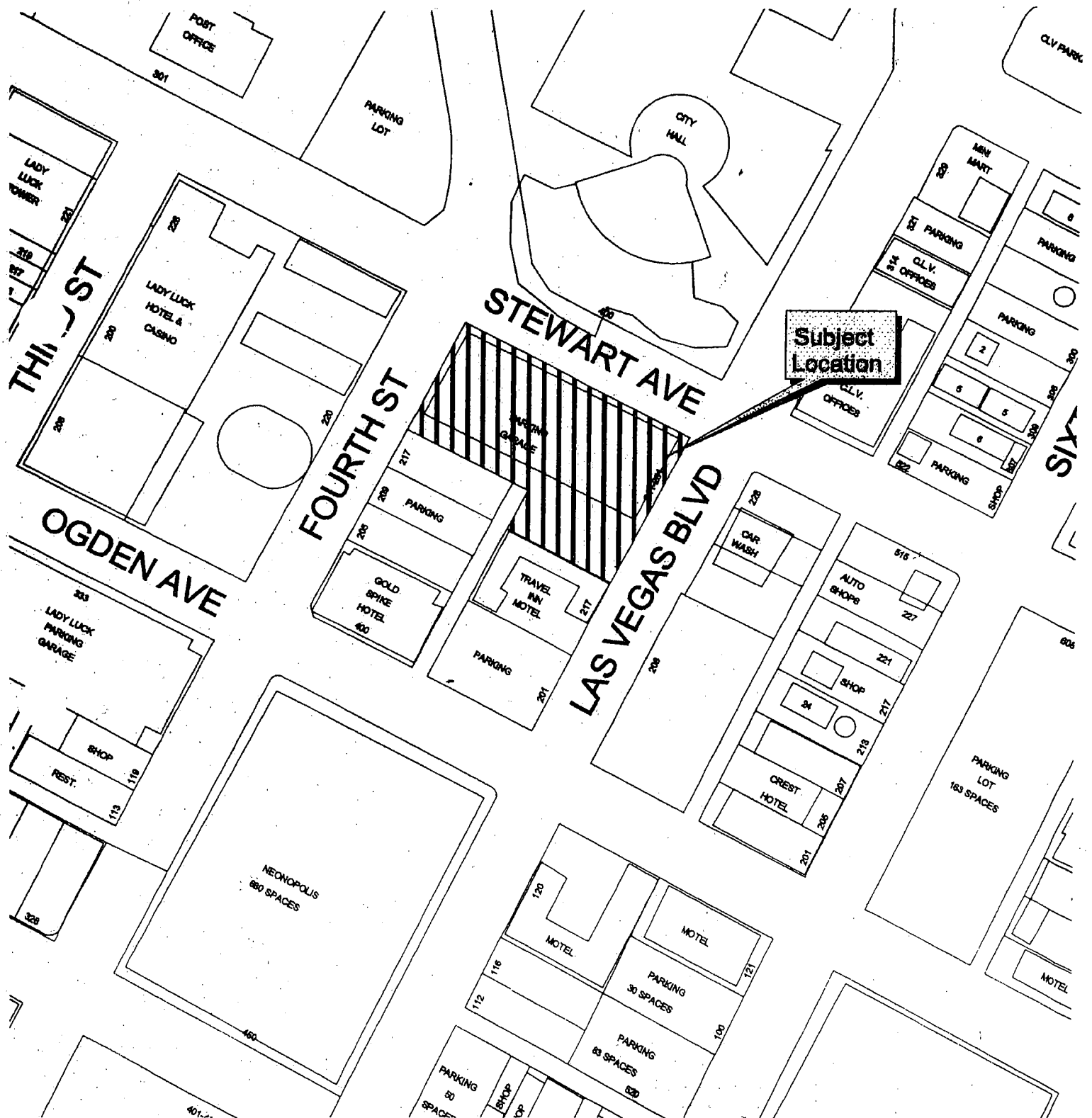
APPROVED AS TO FORM:

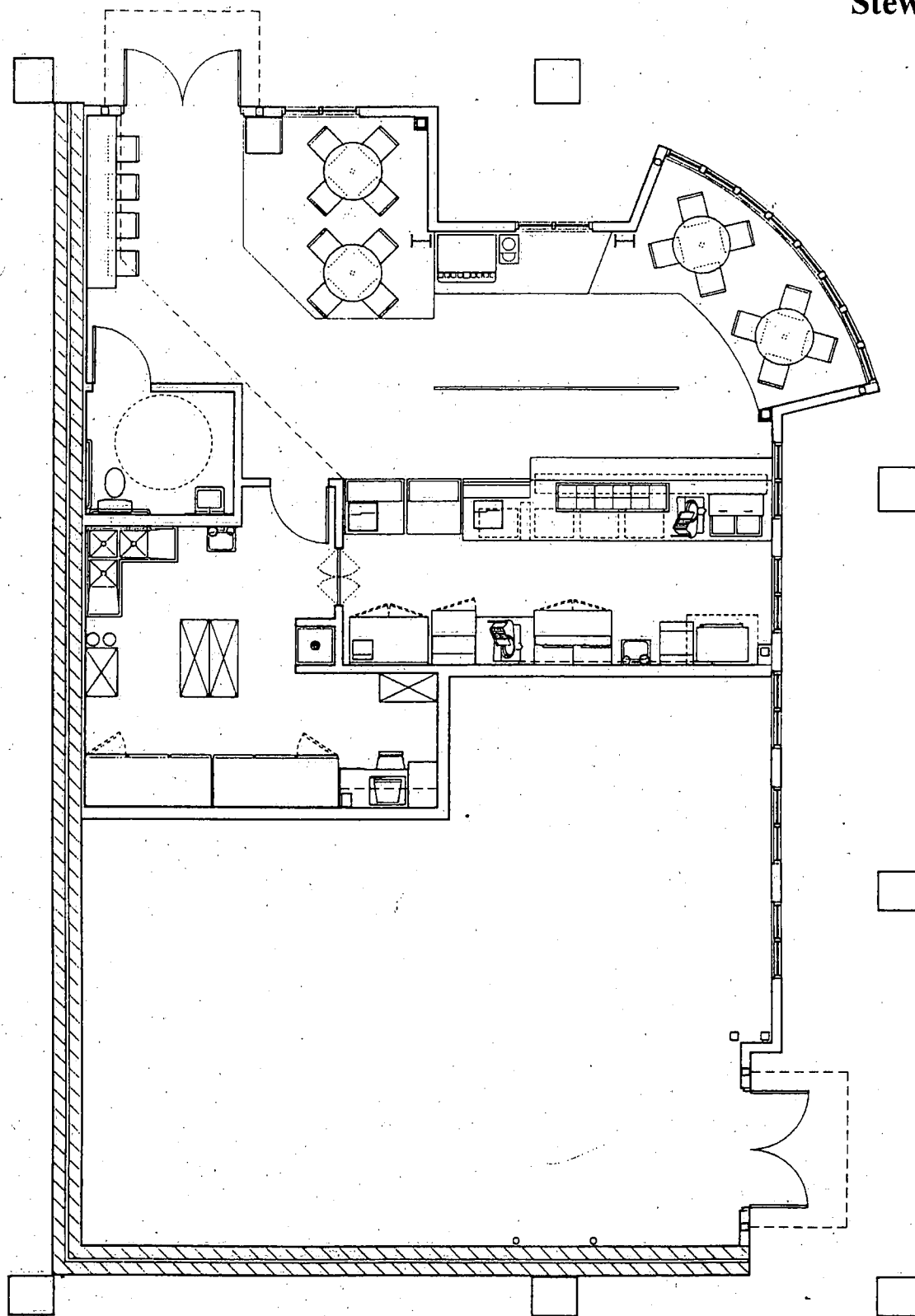
 10/17/03  
Date

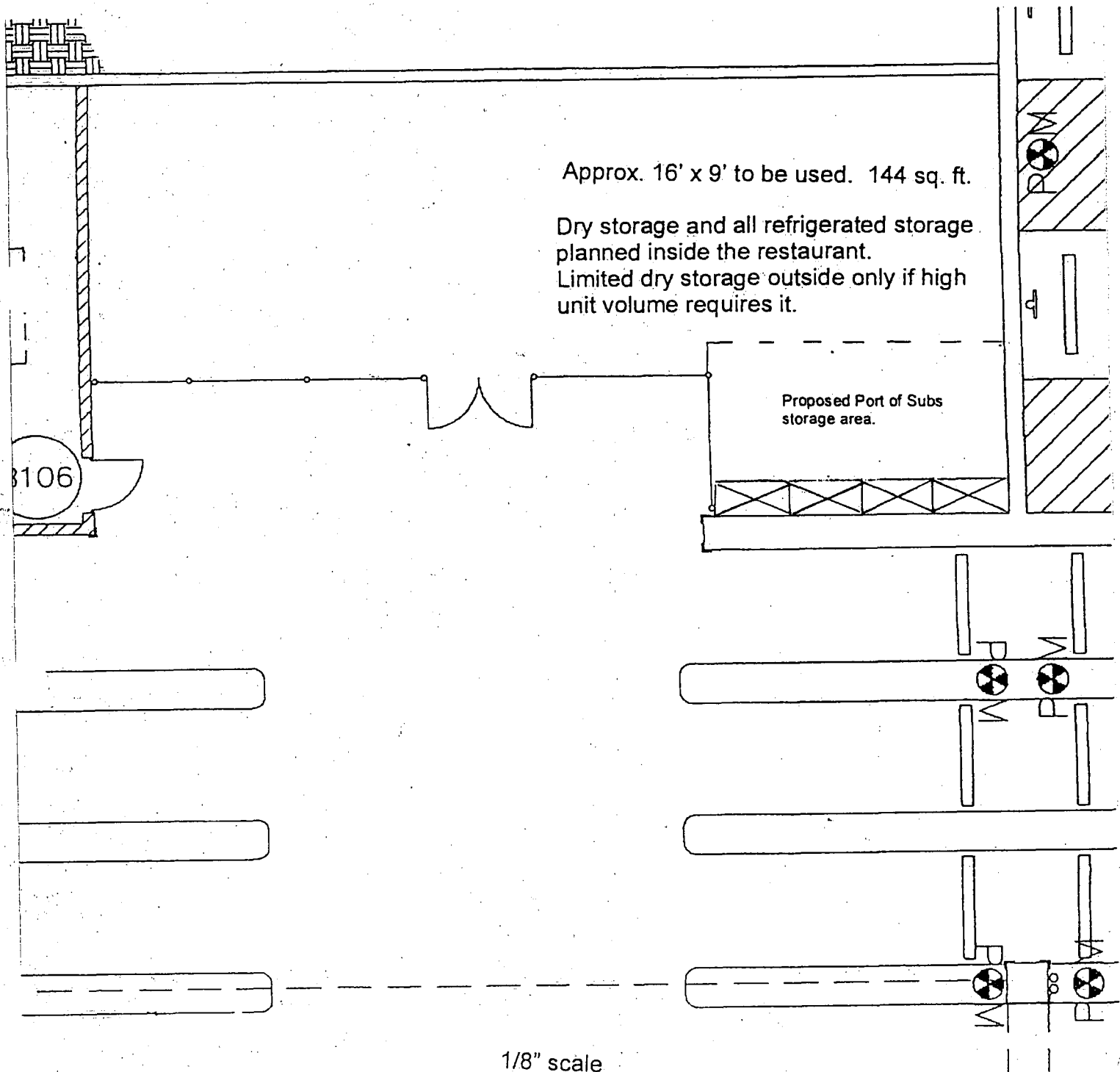
PORT OF SUBS, INC.  
"Lessee"

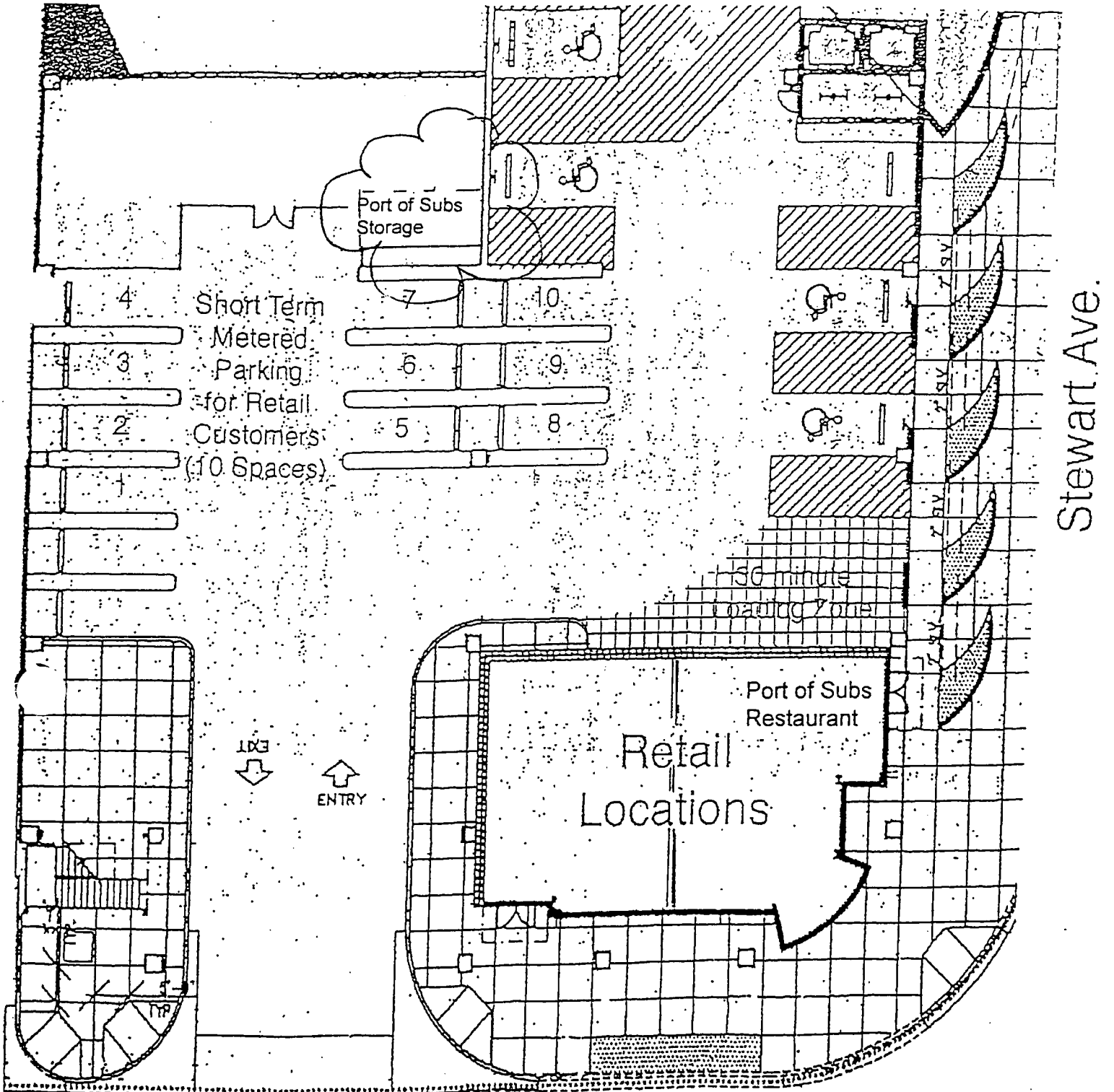
By   
Its PRESIDENT



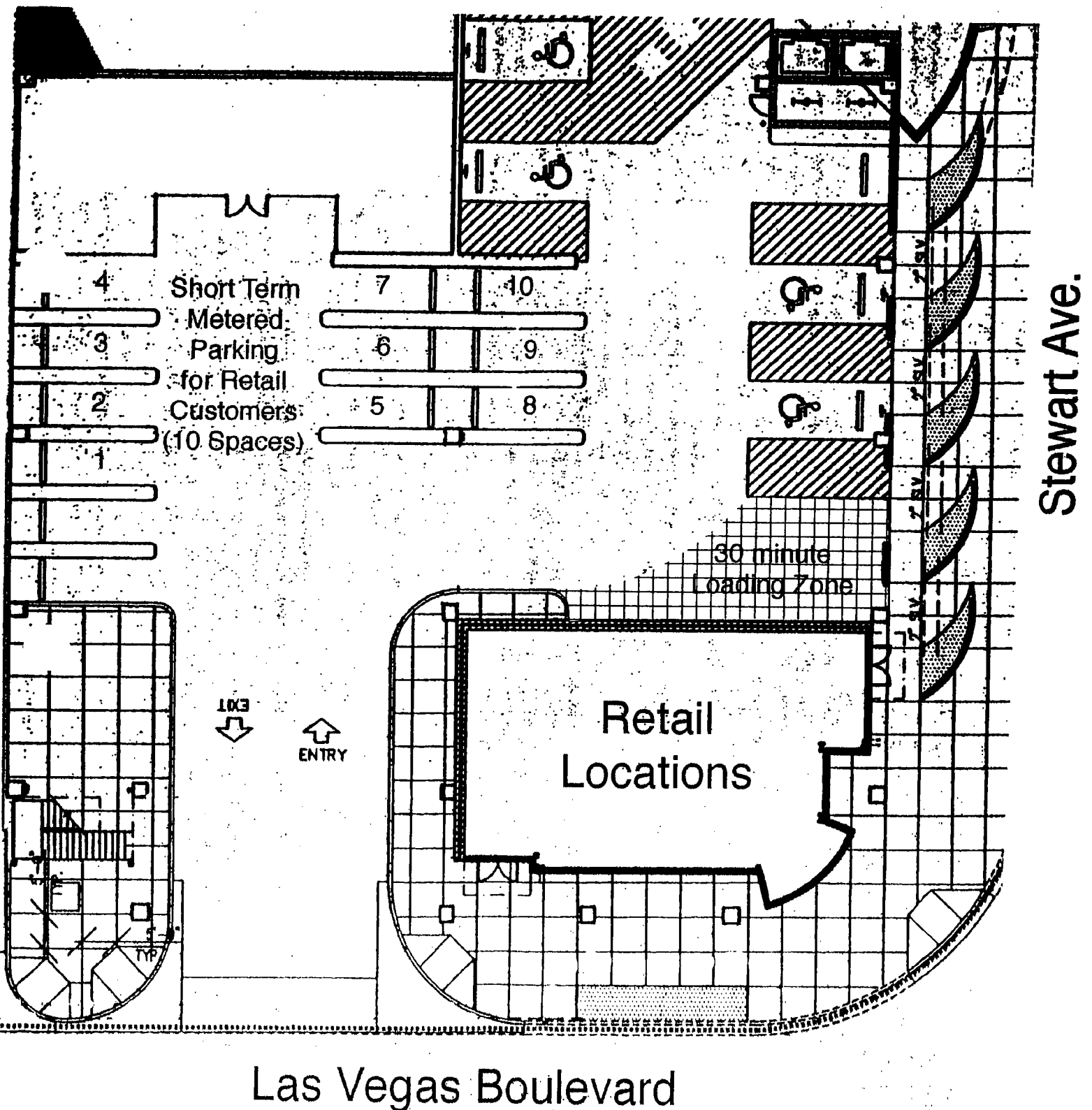
**EXHIBIT "A"****Site Map**

**EXHIBIT "B"****Floor Plan****Stewart Ave.****Las Vegas Blvd.**

**EXHIBIT "C"****Storage Area Plan**

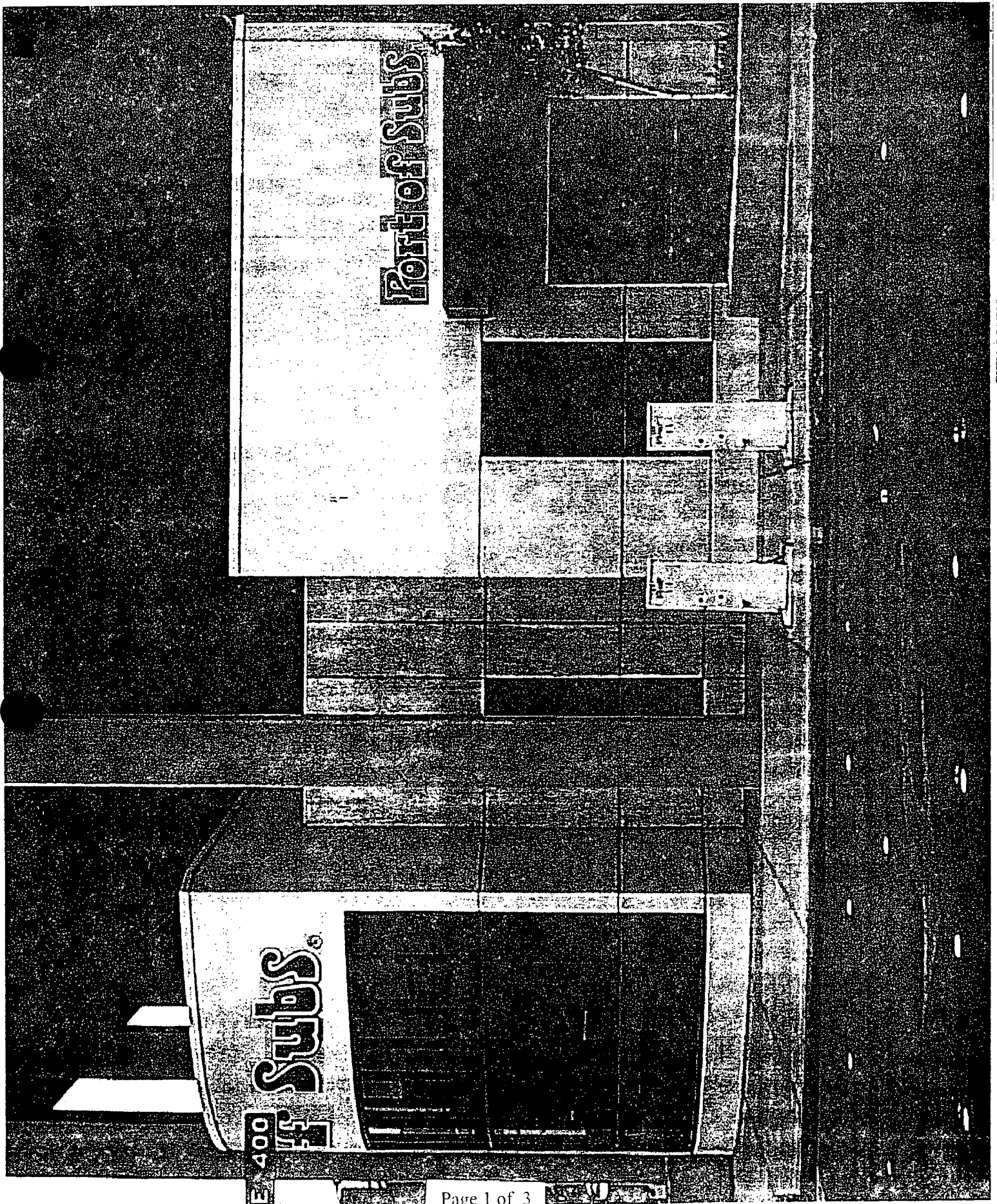
**EXHIBIT "C"****Storage Area Plan**

Las Vegas Boulevard

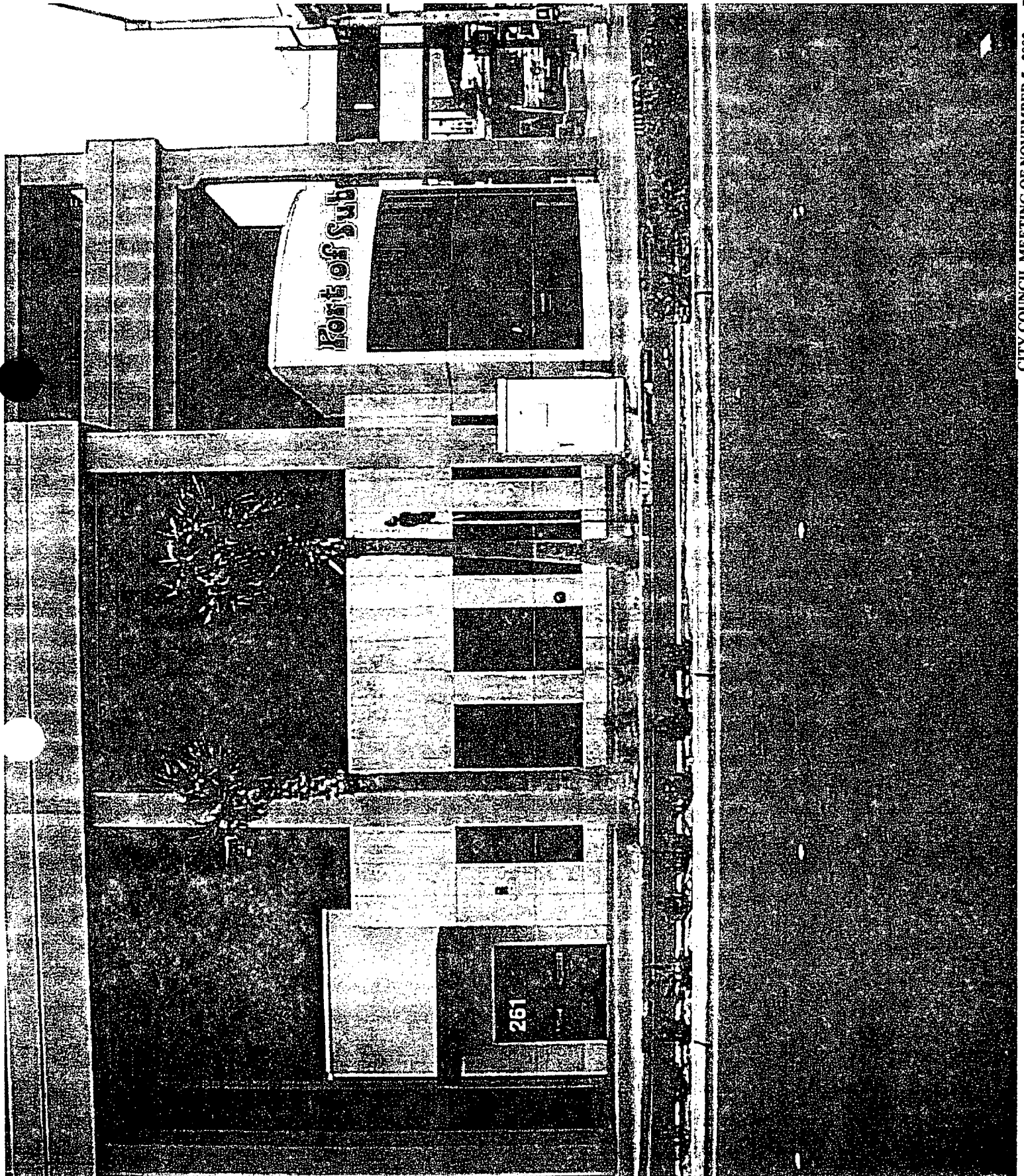
**EXHIBIT "D"****Customer Parking Plan**

# EXHIBIT "E"

## General Depiction of Signage (North Elevation)



General Depiction of Signage (East Elevation)





CURVED WALL FRONTAGE 19'

16'

Port of Subs<sup>®</sup>

30"  
20"

22 GA. FORMED & WELDED 3" LETTERS  
W/ RETURNS PAINTED SAPHIRE BLUE.

2" STANDOFFS TO HOLD OVER RIBS OF METAL FACIA

1/2" WEATHER TITE FLEX WITH SPECIAL FITTINGS WITH  
GTO HIGH VOLTAGE WIRE AND SLEEVE TUBING  
AS REQUIRED BY CLARK CO. CODE AND NEC.

15mm DOUBLE STROKE NEO BLUE NEON

PLEX FACES W/ SPECIAL ORDER TRANSLUCENT BLUE  
& WHITE 3/4" WHITE TRIM CAP

ENCLOSED TRANSFORMER BOX  
WITH SWITCH PLACED ON NON-  
COMBUSTIBLE MATERIAL  
U.L. COMPLIANT

NEON LAYOUT

ALL WORK WILL BE PERFORMED BY SIGNTECH, BOTH MFG.  
AND INSTALL TO ASSURE A QUALITY PRODUCT. SIGNTECH INC.

SIGNTECH INC. NEV. STATE CONTRACTOR #45740 888-800-5969

General Depiction of Signage (Typical Sign Dimensions)

EXHIBIT "E"



## **EXHIBIT "F"**

### **Operations Plan**

Port of Subs, Inc. (POS), hereby agrees, to follow the provisions of this Operations Plan to operate its limited restaurant in the Stewart Avenue Garage Retail Space (the Premises).

1. POS will operate a quick-service sandwich deli concept specializing in made to order sandwiches, salads and deli trays.
2. POS will utilize, in its operation, fresh baked breads, premium sliced to order meats and cheeses, top quality produce and additional toppings including avocado, olives, dill pickles and peppers.
3. POS will have Coca-Cola as its beverage partner and offer a full line of fountain, as well as, bottled beverages.
4. POS will offer "Java City" Gourmet Coffees and a full line of pastries and desserts.
5. POS will provide seating for a minimum of 20 people inside the Premises and additional seating for 12 or more people outside the Premises.
6. POS will employ 6 to 8 people including management. Excluding salaried management, the average rate of pay for non-salaried employees will be a minimum of \$6.50 to \$8.00 per hour. POS will offer its full-time employees benefits including, but not limited to, medical insurance, paid vacations, tuition reimbursement and 401K. Part-time employees are eligible for paid vacations and 401k.
7. POS will own and operate the limited restaurant.
8. POS will have minimum hours of operation from 7:00 am to 5:30 pm Monday through Friday and from 10:00 am to 2:00 pm on Saturdays. The limited restaurant will be closed on Sundays and all State of Nevada holidays.
9. POS will install a Type II hood for the Oven. POS will be allowed to bake bread, rolls and similar baked goods in the oven.
10. POS will invest between \$170,000 and \$210,000 for the SAG project

# EXHIBIT "G"

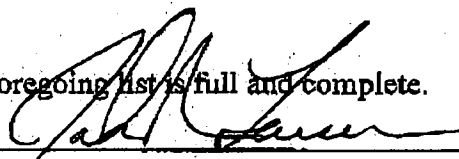
## Disclosure of Principals

### FORM 1: DISCLOSURE OF PRINCIPALS

The principals and partners of Port of Subs. Inc. and all persons and entities holding more than 1% (one percent) interest in Port of Subs. Inc.

| <u>FULL NAME</u>  | <u>BUSINESS ADDRESS</u>                            | <u>BUSINESS PHONE</u> |
|-------------------|----------------------------------------------------|-----------------------|
| 1. John R. Larsen | 5365 Mae Anne Avenue, Suite A-29<br>Reno, NV 89523 | (775) 747-0555        |
| 2. Lisa Moore     | 5365 Mae Anne Avenue, Suite A-29<br>Reno, NV 89523 | (775) 747-0555        |
| 3. Pat Larsen     | 500 Damonte Ranch Pkwy. #625<br>Reno, NV 89511     | (775) 850-7000        |

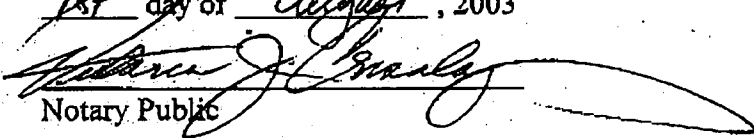
I hereby certify under penalty of perjury, that the foregoing list is full and complete.

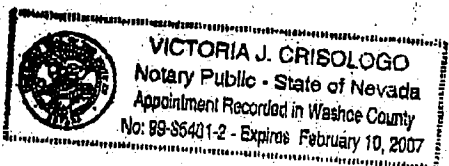
By: 

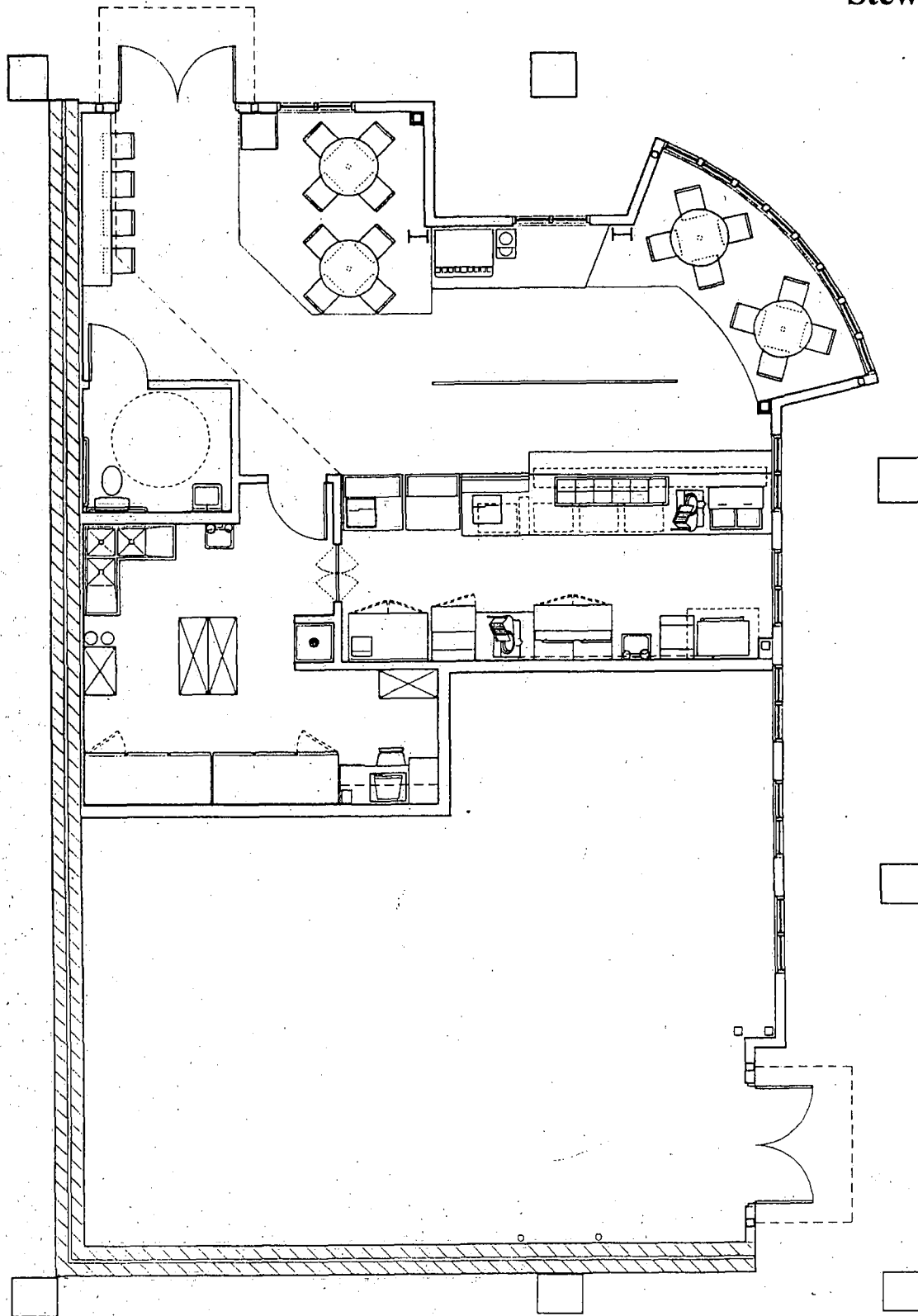
John R. Larsen, President

Subscribed and sworn to before me this

18<sup>th</sup> day of August, 2003

  
Notary Public



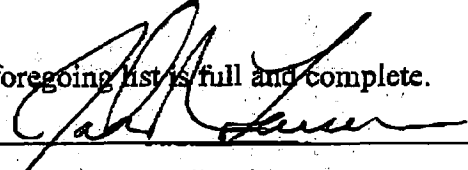
**SITE PLAN****Retail Space****Stewart Ave.****Las Vegas Blvd.**

**FORM 1: DISCLOSURE OF PRINCIPALS**

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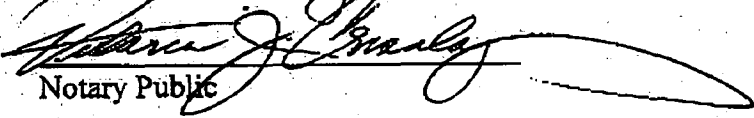
I hereby certify under penalty of perjury, that the foregoing list is full and complete.

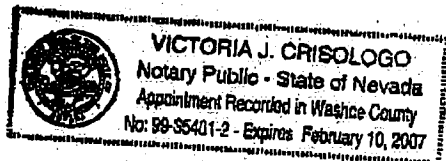
By: 

John R. Larsen, President

Subscribed and sworn to before me this

1st day of August, 2003

  
Notary Public

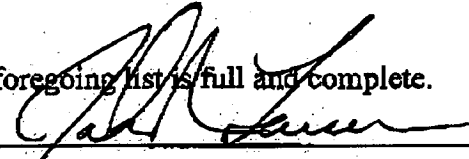


**FORM 1: DISCLOSURE OF PRINCIPALS**

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| 3. Pat Larsen     | 500 Damonte Ranch Pkwy. #625<br>Reno, NV 89511     | (775) 850-7000        |

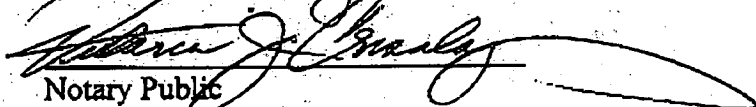
I hereby certify under penalty of perjury, that the foregoing list is full and complete.

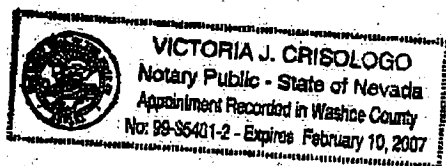
By: 

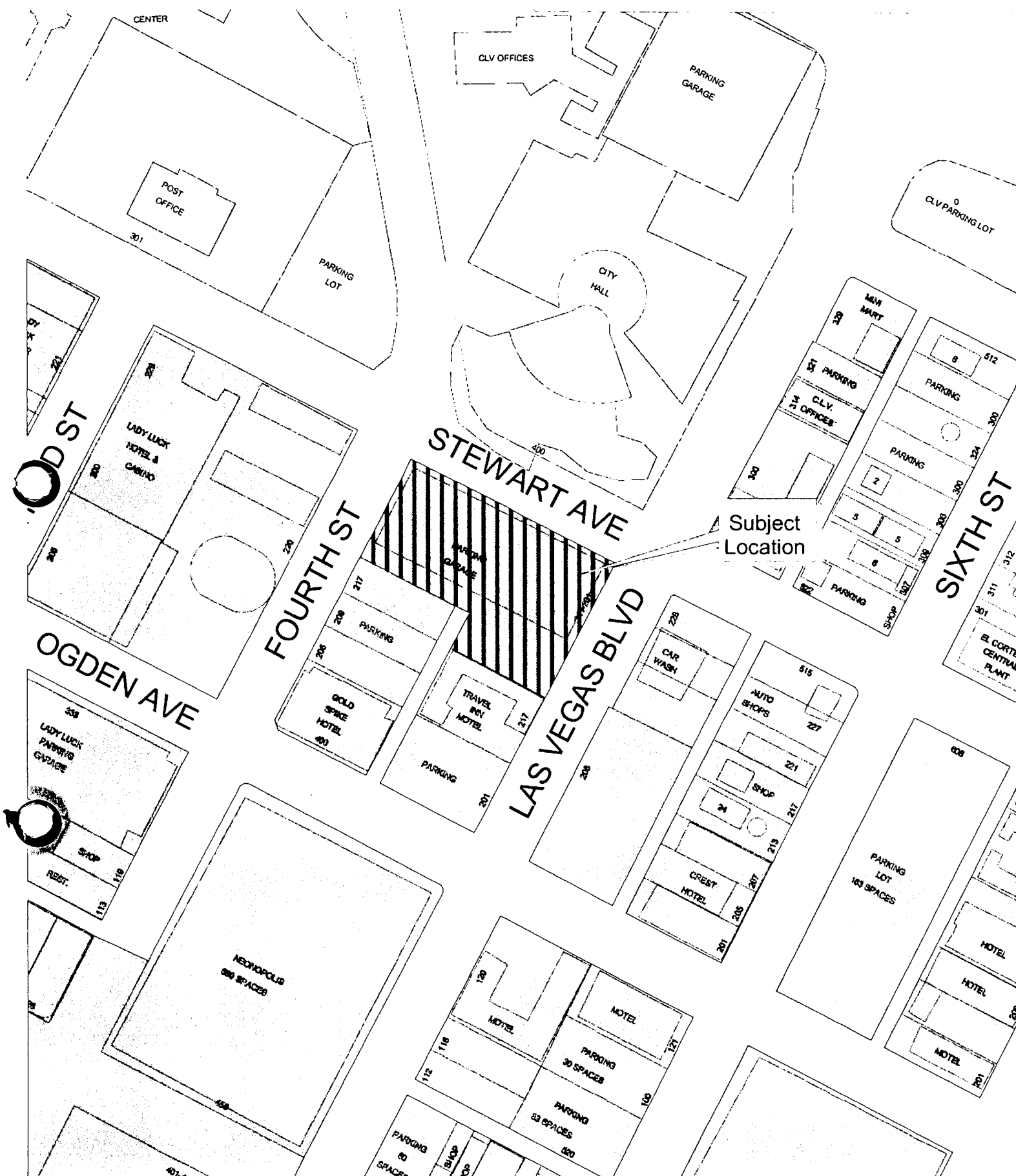
John R. Larsen, President

Subscribed and sworn to before me this

1st day of August, 2003

  
Notary Public





# Site Map

*City of Las Vegas*

Agenda Item No. 65

**AGENDA SUMMARY PAGE****CITY COUNCIL MEETING OF: NOVEMBER 5, 2003****DEPARTMENT: BUSINESS DEVELOPMENT****DIRECTOR: IAIN VASEY (ACTING)**☒**CONSENT**☐**DISCUSSION****SUBJECT:****REPORT FROM REAL ESTATE COMMITTEE - Councilman Weekly and Councilwoman Moncrief**

Approval of the Second Amendment to the Agreement and Memorandum of Understanding between the City and Las Vegas Technology Center Owners Association as they relate to the possible sale of the open space common areas (totaling approximately 7.42 acres) in the Las Vegas Technology Center, APNs 138-15-710-028 and 138-15-810-019) - Ward 4 (Brown)

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

Council previously directed staff to proceed with the process of amending the Covenants, Conditions and Restrictions (CCRs) for the Las Vegas Technology Center (LVTC) to permit the sale of the open space common areas. Sale of the open space common areas will allow for additional commercial development and job creation. The Second Amendment to the Agreement between the City and Las Vegas Technology Center Owners Association (LVTCOA) will Amend the Agreement dated March 1, 1995, to change the Common Area and transfer of Common Area provisions to allow for the sale of the open space common areas. The Memorandum of Understanding (MOU) from the LVTCOA, requests the City's assistance in obtaining the necessary approvals from LVTC owners and lienholders to amend the CCRs to allow for the sale of open space common areas provided that sale revenues are applied as described in the MOU.

**RECOMMENDATION:**

The 11/3/2003 Real Estate Committee and staff recommend approving and authorizing the Mayor to execute the Second Amendment to Agreement and Memorandum of Understanding.

**BACKUP DOCUMENTATION:**

1. Agenda Memo
2. Site map
3. Second Amendment to Agreement
4. Memorandum of Understanding
5. Plan of proposed Traffic Improvements on Tenaya Way in the LVTC
6. Plan of proposed Park Improvements to Doc Romeo Park
7. Disclosure of Principals

*City of Las Vegas*

Agenda Item No. 65

## CITY COUNCIL MEETING OF NOVEMBER 5, 2003

## Consent – Business Development

Item 65 - Approval of the Second Amendment to the Agreement and Memorandum of Understanding between the City and Las Vegas Technology Center Owners Association as they relate to the possible sale of the open space common areas (totaling approximately 7.42 acres) in the Las Vegas Technology Center, APNs 138-15-710-028 and 138-15-810-019)

**MOTION:**

**REESE – APPROVED** Items 2-29, 31-47, and 49-66 as recommended and amending Item 20 to remove the word Heights – **UNANIMOUS** with MACK abstaining on Item 29 because he is on the Board of Directors of the Boys and Girls Club

**Items 30 & 48: STRICKEN** under separate action (see individual items)

**MINUTES:**

COUNCILMAN WEEKLY reported that the Real Estate Committee met to review all the Real Estate items on the Consent Agenda and joins with the recommendation of staff that the Council approve each item.

There was no further discussion.

(9:37 – 9:40)

1-1006



*City of Las Vegas*

**AGENDA MEMO**

**CITY COUNCIL MEETING DATE: NOVEMBER 5, 2003**

**DEPARTMENT: BUSINESS DEVELOPMENT**

**ITEM DESCRIPTION: APPROVAL OF THE SECOND AMENDMENT TO THE AGREEMENT AND MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY AND THE LAS VEGAS TECHNOLOGY CENTER OWNERS ASSOCIATION**

---

- a. The open space common areas were created at the inception of the Las Vegas Technology Center (LVTC) as open space for use by the owners and employees of businesses located in the center. At inception, the area surrounding the LVTC was largely undeveloped and the provision of open space was an amenity to encourage businesses to locate there. Since such time, City park facilities have been constructed adjacent to and within easy access of the owners and employees of businesses in the LVTC.
- b. Pursuant to the terms of the First Amendment to Agreement dated February 2, 2000, and the Agreement dated March 1, 1995, (collectively the Agreement) between the City and the LVTC Owners Association (LVTCOA), the open space common areas will be conveyed to the LVTCOA by the City upon the expiration of the Agreement on February 28, 2005, or the City disposes of all its ownership interest in the LVTC, which ever occurs first.
- c. The open space common areas in the LVTC are made up of 2 parcels totaling approximately 7.42 acres or 323,215 square feet.
- d. Sale of the open space common areas would provide for additional commercial development and job creation, as well as, a funding source for traffic improvements in the LVTC. Sale of these parcels is anticipated to generate \$3.3 million in revenue to the City that would be used for road and park improvements.
- e. The Covenants, Conditions and Restrictions (CCRs) for the LVTC require that an amendment to the CCRs be signed by the property owners and first lien holders of not less than 70% of the total area (on a square footage basis) in the LVTC, and that said amendment be recorded with the County Recorder before the sale of the open space common areas would be permitted.
- f. In addition, before the sale of the open space common areas could be carried out, a Second Amendment to the Agreement dated March 1, 2000, between the City and LVTC Owners Association (LVTCOA) to change the Common Area and Transfer of Common Area provisions would also need to be executed.
- g. The LVTCOA has drafted a Memorandum of Understanding that requests the City's assistance in obtaining the necessary approvals from owners and lienholders to amend the CCRs to allow for the sale of open space common areas provided that revenues generated by the sale of parcels from the site previously designated as space common areas be used for certain traffic improvements on Tenaya Way (between Cheyenne Ave. and Smoke Ranch Rd.), park improvements to Doc Romeo Park and that following the completion of the traffic

*City of Las Vegas*

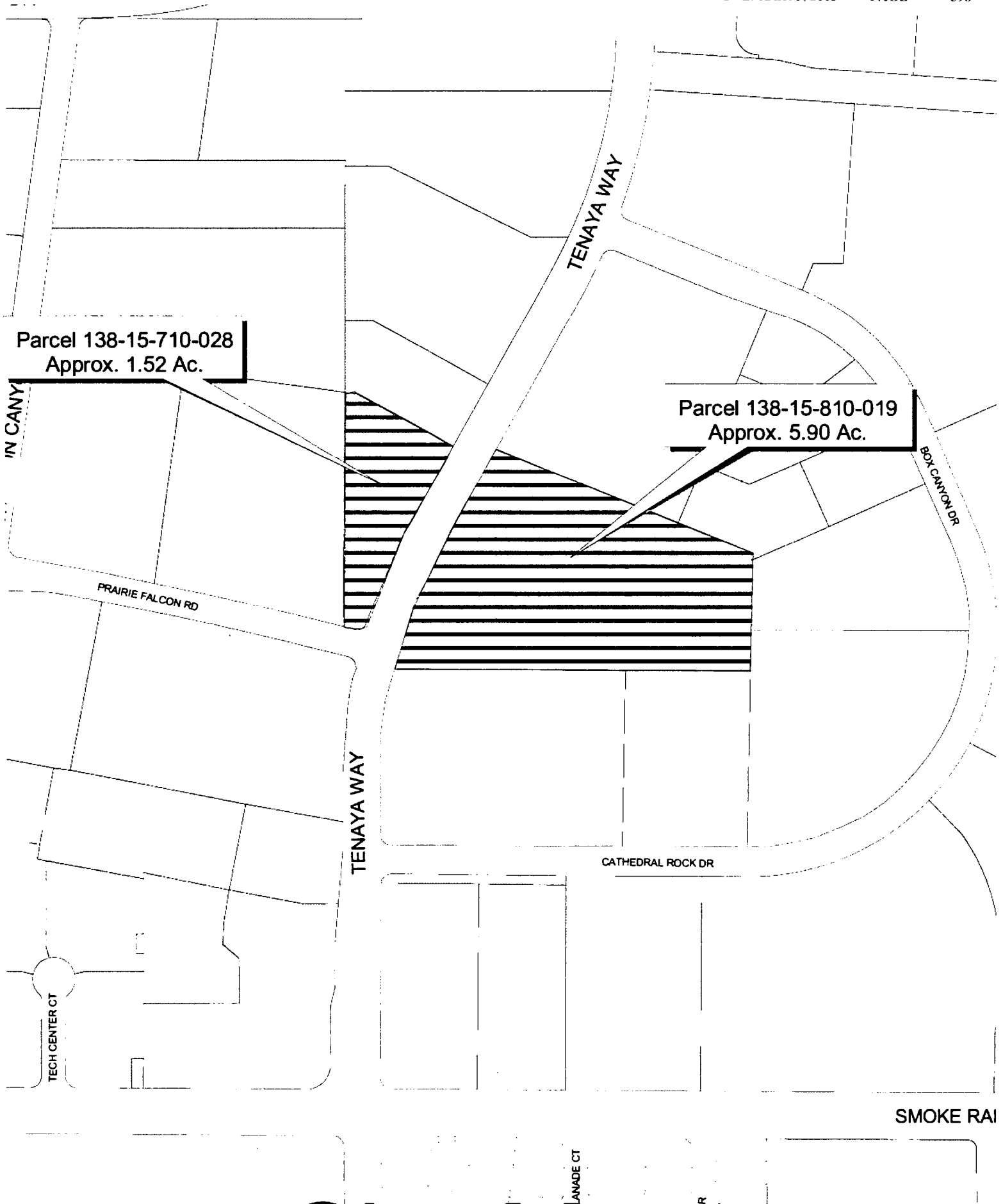
## CITY COUNCIL MEETING OF NOVEMBER 5, 2003

## Real Estate Committee Reports

## Approval of the Second Amendment to the Agreement and Memorandum of Understanding between the City and the Las Vegas Technology Center Owners Association

improvements and park improvements, any excess revenues shall be divided equally with the City and LVTCOA, with a maximum of \$200,000 being paid to the LVTCOA. Any excess funds remaining thereafter shall belong to the City.

h. The cost of the proposed certain traffic improvements on Tenaya Way desired by the LVTCOA is estimated to be \$1,395,000 and the park improvements to Doc Romeo Park are estimated to be \$350,000.



# Site Map

**SECOND AMENDMENT TO AGREEMENT  
CITY OF LAS VEGAS**

**&**

**LAS VEGAS TECHNOLOGY CENTER OWNERS ASSOCIATION**

THIS SECOND AMENDMENT made and entered into the 5 day of November, 2003, by the City of Las Vegas, a municipal corporation of the State of Nevada (herein the "City") and the Las Vegas Technology Center Owners Association, a Nevada non-profit corporation (here in the "Association").

**WITNESSETH:**

WHEREAS, the City and the Association entered into the Agreement dated March 1, 1995 for maintenance of the Common Areas, apportionment of utility costs, the Association's insurance and eventual transfer of the Common Areas, as more specifically described in the Agreement; and

WHEREAS, the parties hereto entered into the First Amendment To Agreement dated March 2, 2000 to reflect a change in the Common Area and decorative fence; and

WHEREAS, the parties hereto desire to amend the Agreement to change the Common Area and transfer of Common Area; and

NOW, THEREFORE, said parties do hereby agree as follows:

1. Exhibit B of the Agreement is hereby deleted and replaced with Revised Exhibit B-1 attached to this Second Amendment, which shows the reduced Common Area in the Las Vegas Technology Center (LVTC), as permitted by the Fourth Amended Declaration of Covenants, Conditions and Restrictions recorded in Book 20000707, Instrument 01585 in the Clark County Recorder's Office.
2. Section IV. TRANSFER OF COMMON AREAS shall be deleted and the following shall be inserted in its place:

**IV. SALE OR TRANSFER OF COMMON AREAS**

In the event that a Fifth Amended Declaration of Covenants, Conditions and Restrictions for the LVTC, to remove certain real property as Common Area, is duly approved by the owners and first lien holders of the LVTC and recorded with the Clark County Recorder's Office, said property can be made available for sale and development, provided that the revenues from the sale of said property are allocated and prioritized as follows: (1) to fund the design and construction of traffic improvements by the City in the LVTC, pursuant to the design accepted by the City and the Association, only as funding becomes available to the City from revenues generated from the sale of parcels from said property; (2) to fund the design and construction of park improvements to the Doc Romeo Park, pursuant to the review and approval of the Association, only as funding becomes available to the City from revenues generated from the sale of parcels from said property; and (3) any excess revenues generated by the sale of parcels from said property shall be divided equally with the City and the

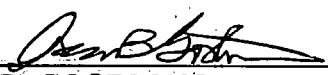
Association, with a maximum of two hundred thousand (\$200,000.00) being paid to the Association.

In the event that a Fifth Amended Declaration of Covenants, Conditions and Restrictions for the LVTC, to remove certain real property as Common Area, is not duly approved by the owners and first lien holders of the LVTC, within thirty (30) days after the expiration of this Agreement, the City agrees to convey, and the Association agrees to accept, all of its right, title and interest in the Common Areas by way of a quitclaim deed given to the Association. The City agrees that the conveyance shall be free of liens, encumbrances or other conditions of record except: (1) those of record as of the date of this Agreement; and (2) any that are acceptable to the Association at the time of such conveyance.

3. All other terms in the Agreement previously agreed to between the City and the Association shall remain in full force for the duration of the Agreement.

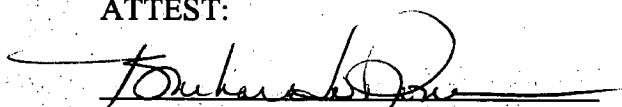
IN WITNESS WHEREOF, the parties have caused this Second Amendment to be executed by their duly authorized representatives the day and year first above written.

CITY OF LAS VEGAS

By: 

OSCAR B. GOODMAN, Mayor

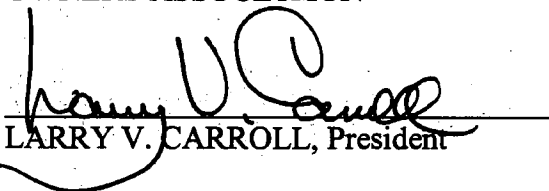
ATTEST:

  
BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:

 10/20/03  
Date

LAS VEGAS TECHNOLOGY CENTER  
OWNERS ASSOCIATION

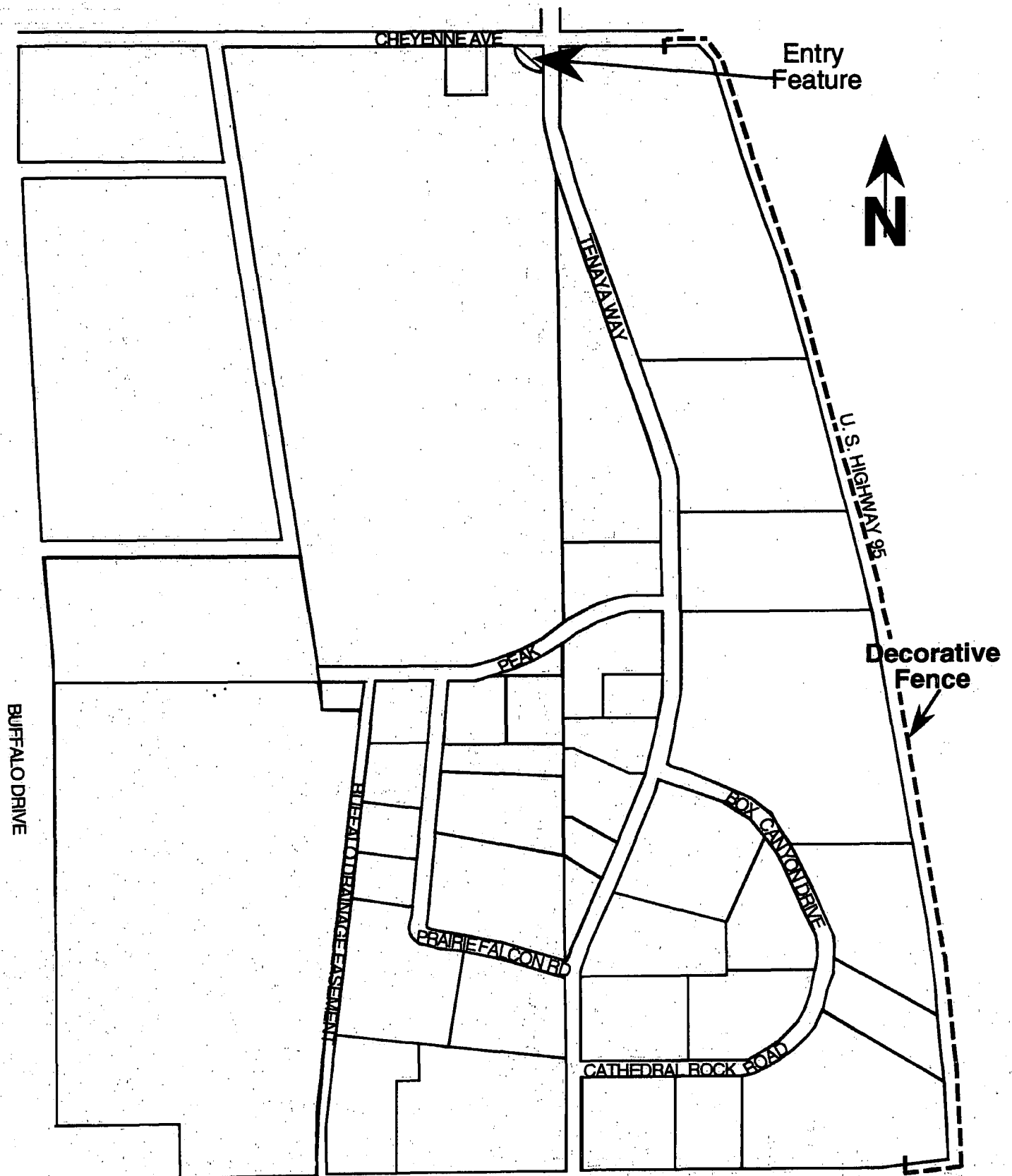
By: 

LARRY V. CARROLL, President

ATTEST:

  
STEVE SWISHER, Secretary/Vice President

# LAS VEGAS TECHNOLOGY CENTER



SMOKE RANCH ROAD  
**Exhibit B-1**

**Memorandum of Understanding  
Between  
Las Vegas Technology Center Owner's Association  
and  
City of Las Vegas**

This Memorandum of Understanding (MOU) is made and entered into this 5 day of November, 2003, between the City of Las Vegas (City), a municipal corporation of the State of Nevada, and Las Vegas Technology Center Owner's Association (LVTCOA), a Nevada non-profit corporation.

**I. BACKGROUND**

The City has established the Las Vegas Technology Center (LVTC) for the purpose of providing a location for high technology and other specified facilities whose owners and operators wish to locate or relocate in the Las Vegas area.

The City has established certain covenants, conditions and restrictions relative to the planning, development, improvement, maintenance and operation of the LVTC.

A Declaration of Covenants, Conditions and Restrictions (CCRs) previously was recorded in the land records of the Clark County Recorder at Book 880613, Instrument 00392; an Amended Declaration was recorded in the land records of the Clark County Recorder at Book 890512, Instrument 00681; a Second Amended Declaration was recorded in the land records of the Clark County Recorder at Book 910109, Instrument 00470, a Third Amended Declaration was recorded in the land records of the Clark County Recorder at Book 920210, Instrument 0015, and a Fourth Amended Declaration was recorded in the land records of the Clark County Recorder at Book 20000707, Instrument 01585.

**II. COMMON AREAS**

The City is the owner of certain real property, which comprise a certain site designated as Common Areas in the LVTC, located as APN: 138-15-710-028 and APN: 138-15-810-019, in the City of Las Vegas, Clark County, Nevada.

At the request of the LVTCOA, the City will use its best efforts to obtain consents from 70% of the landowners and 70% of the first lien holders in the LVTC to amend the CCRs by re-characterizing the designation of Common Areas.

The re-characterization of Common Areas from the CCRs will allow for additional development in the LVTC and revenues from the sale of parcels from the site designated as Common Areas.

To facilitate the orderly development of the LVTC through the construction of needed traffic improvements to Tenaya Way and to meet the increased demand for recreational facilities at Doc Romeo Park through the construction of additional recreational facilities, the LVTCOA

and the City agree to utilize revenues generated by the sale of parcels from the site previously designated as Common Areas to fund these objectives. This MOU sets forth the conditions whereby the City will allocate said revenues to fund the construction of traffic improvements to Tenaya Way (collectively the "Traffic Improvements") in the LVTC and additional recreational facilities at Doc Romeo Park (collectively the "Park Improvements"), as well as, any excess revenues.

### III. TRAFFIC IMPROVEMENTS

The City, acting through its Department of Public Works along with the LVTCOA, will cooperate in the design, development and location of the Traffic Improvements in the LVTC. The LVTCOA will be provided the opportunity to review the preliminary plans for the site development and a final review at 100% completion of plans, prior to project bid.

The City will construct the Traffic Improvements in the LVTC pursuant to the design accepted by the City and the LVTCOA, only as funding becomes available to the City from revenues generated by the sale of parcels from the site previously designated as Common Areas.

### IV. PARK IMPROVEMENTS

The City, acting through its Department of Public Works, will design the Park Improvements in Doc Romeo Park.

The City will construct the Park Improvements in Doc Romeo Park as funding becomes available to the City from revenues generated by the sale of parcels from the site previously designated as Common Areas.

### V. FUNDING

Funding for the development and construction of the Traffic Improvements and Park Improvements will be made available to the City from revenues generated by the sale of parcels from the site previously designated as Common Areas. The LVTCOA will provide and perform maintenance of any landscaping in the Traffic Improvements upon completion of said improvements.

### VI. EXCESS REVENUES

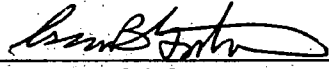
Upon the funding and completion of the Traffic Improvements and Park Improvements, any excess revenues generated by the sale of parcels from the site previously designated as Common Areas shall be divided equally between the City and LVTCOA up to \$200,000.00 individually. Any excess funds remaining thereafter shall belong to the City.

....  
....  
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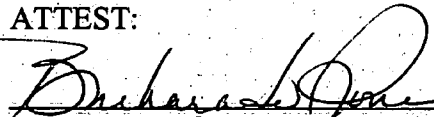


IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding as of the date set forth above.

CITY OF LAS VEGAS

By:   
OSCAR B. GOODMAN, Mayor

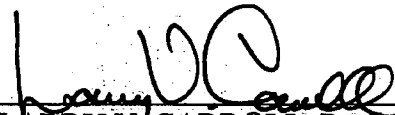
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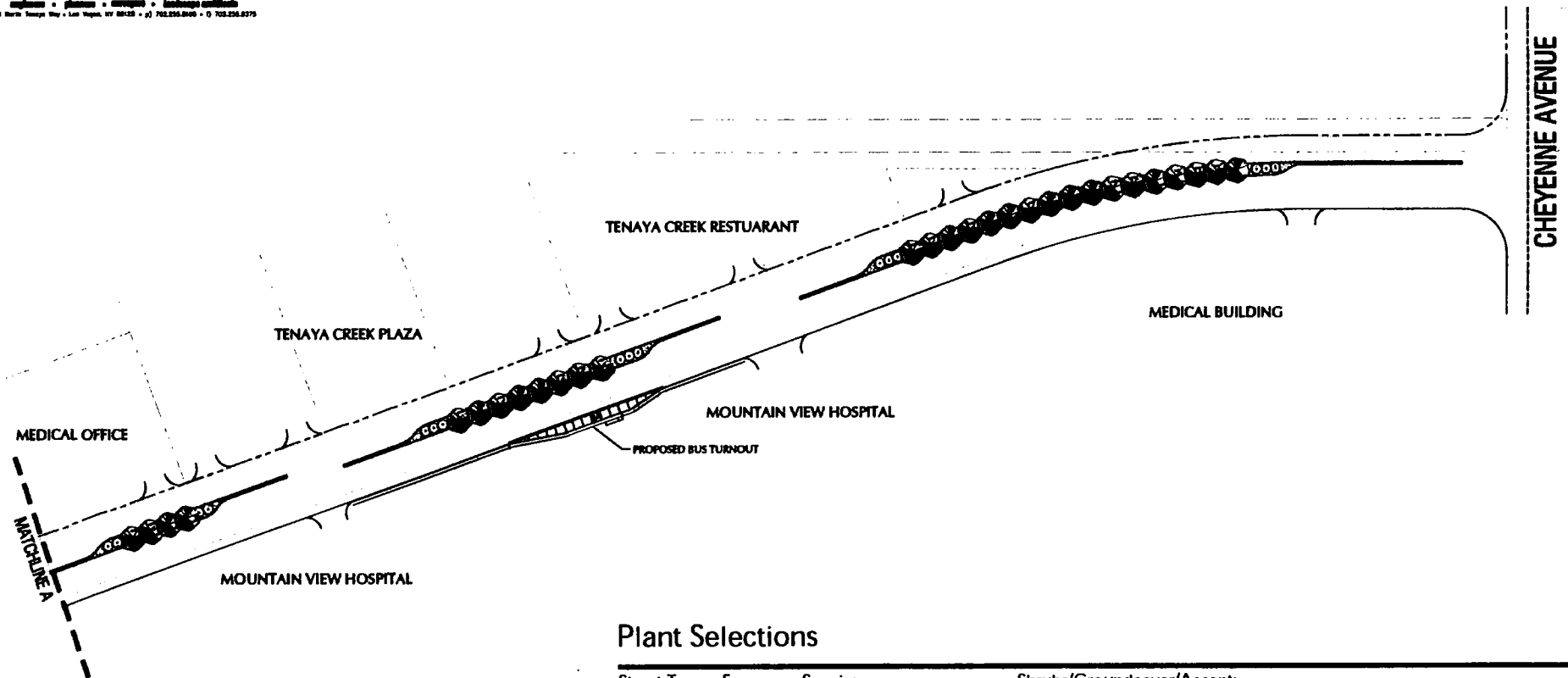
  
BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:

 10/20/03  
Date

LAS VEGAS TECHNOLOGY CENTER  
OWNERS ASSOCIATION

By:   
LARRY V. CARROLL, President



### Plant Selections

Street Trees - Evergreen Specie:  
*Quercus virginiana* 'Heritage' - Heritage Oak

Street Trees - Accent Specie:  
*Sophora secundiflora* - Texas Mountain Laurel

Shrubs/Groundcover/Accent:

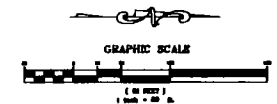
*Leucophyllum candidum* 'Thunder Cloud' - Thunder Cloud Ranger  
*Rosmarinis officinalis* 'Huntington Carpet' - Huntington Carpet Rosemary  
*Gazania rigens* 'Fiesta Red' Fiesta Red Gazania  
*Hesperaloe funifera* - Giant Hesperaloe

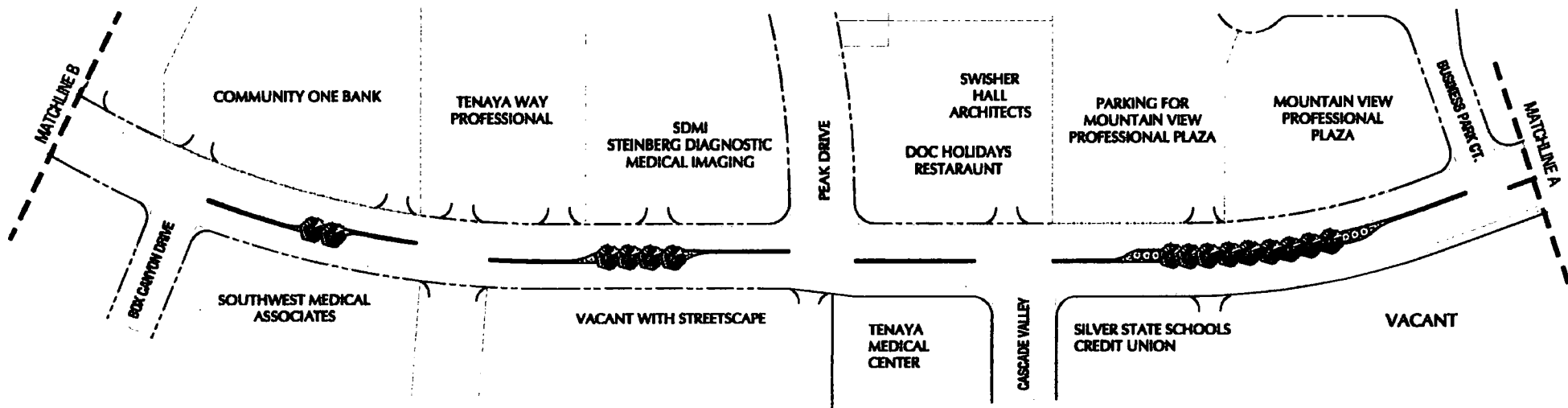


## Tenaya Way Median Improvements

Las Vegas Technology Center

October 15, 2003





## Plant Selections

### Street Trees - Evergreen Specie:

Quercus virginiana 'Heritage' - Heritage Oak

### Street Trees - Accent Specie:

Sophora secundiflora - Texas Mountain Laurel

### Shrubs/Groundcover/Accent:

Leucophyllum candidum 'Thunder Cloud' - Thunder Cloud Ranger

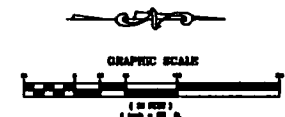
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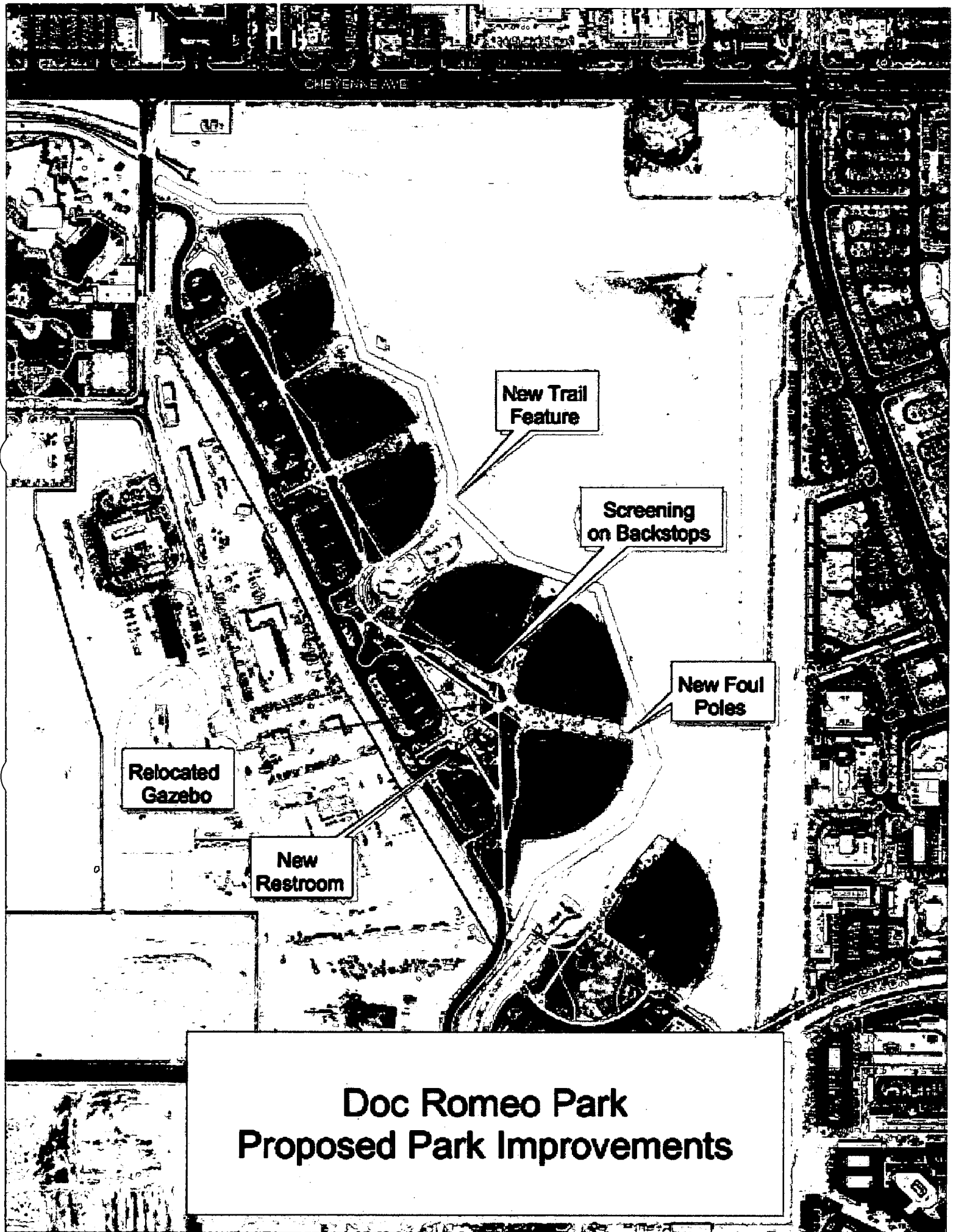
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Hesperaloe funifera - Giant Hesperaloe

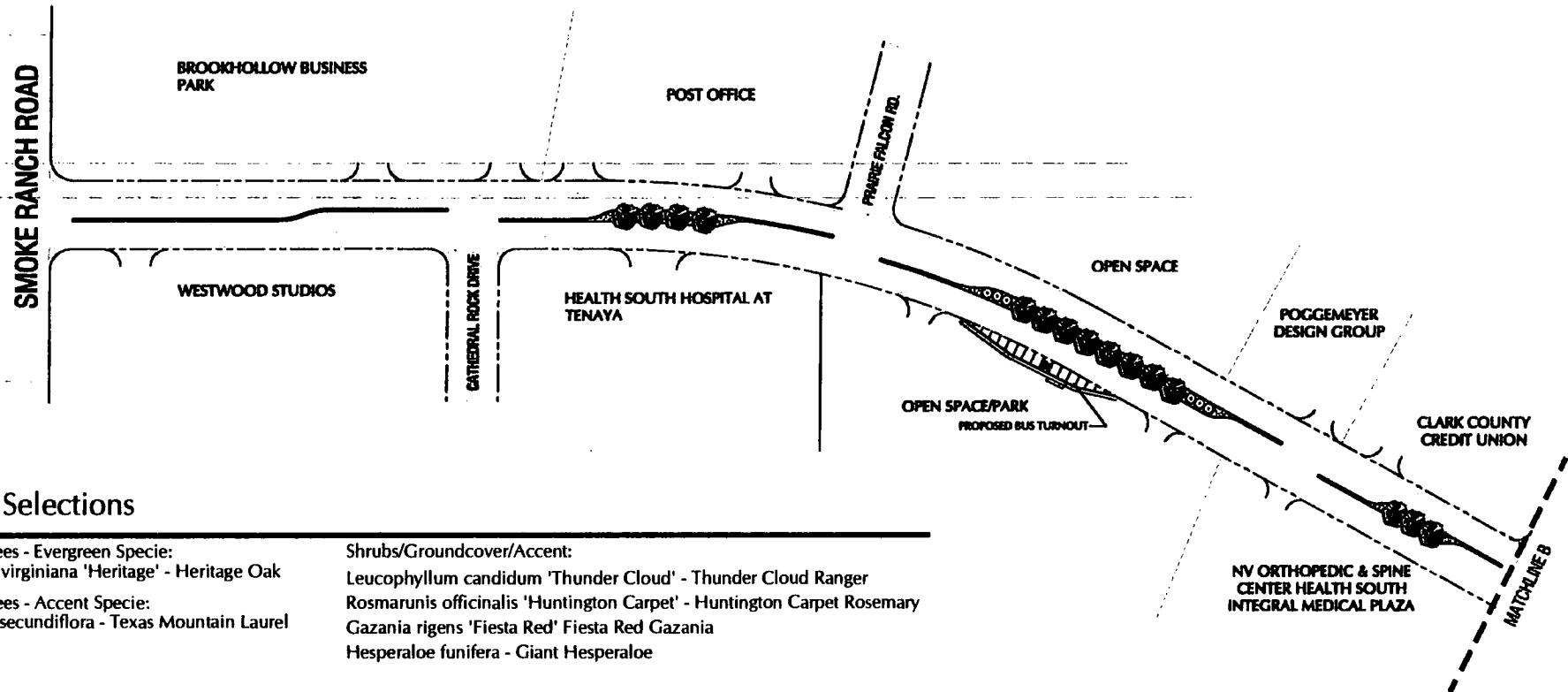
# **Tenaya Way Median Improvements** Las Vegas Technology Center

October 15, 2003





## Doc Romeo Park Proposed Park Improvements



## Plant Selections

Street Trees - Evergreen Specie:  
Quercus virginiana 'Heritage' - Heritage Oak

Street Trees - Accent Specie:  
Sophora secundiflora - Texas Mountain Laurel

Shrubs/Groundcover/Accent:

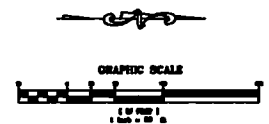
Leucophyllum candidum 'Thunder Cloud' - Thunder Cloud Ranger  
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Gazania rigens 'Fiesta Red' Fiesta Red Gazania  
Hesperaloe funifera - Giant Hesperaloe



# Tenaya Way Median Improvements

Las Vegas Technology Center

October 15, 2003



## DISCLOSURE OF PRINCIPALS

The principals and partners of Las Vegas Technology Center Owner's Association and all persons and entities holding more than 1% (one percent) interest in Las Vegas Technology Center Owner's Association Or any principal of Las Vegas Technology Center Owner's Association are the following:

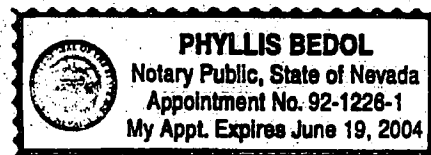
|     | <u>FULL NAME</u>             | <u>BUSINESS ADDRESS</u> | <u>BUSINESS PHONE</u> |
|-----|------------------------------|-------------------------|-----------------------|
| 1.  | <u>See the attached list</u> |                         |                       |
| 2.  |                              |                         |                       |
| 3.  |                              |                         |                       |
| 4.  |                              |                         |                       |
| 5.  |                              |                         |                       |
| 6.  |                              |                         |                       |
| 7.  |                              |                         |                       |
| 8.  |                              |                         |                       |
| 9.  |                              |                         |                       |
| 10. |                              |                         |                       |

I hereby certify to the best of my knowledge this information is correct and the foregoing list is full and complete.

By: [Signature]  
 Its: President

Subscribed and sworn to before me this  
25<sup>th</sup> day of July, 2003.

Phyllis Bedol  
 Notary Public



**LVTC Owner List  
7/24/2003**

| <b>PARCEL #</b> | <b>CURRENT OWNER</b>                                         | <b>ESTIMATED SIZE</b> |
|-----------------|--------------------------------------------------------------|-----------------------|
| 138-15-810-017  | LBLVTC II LLC                                                | 7.74 Acres            |
| 138-15-810-007  | A & A R LLC                                                  | 3.08 Acres            |
| 138-15-310-017  | Berlin Industries Inc.                                       | 4.07 Acres            |
| 138-15-310-003  | Berlin Industries Inc.                                       | 3.35 Acres            |
| 138-15-410-003  | Brookhollow LLC                                              | .94 Acres             |
| 138-15-410-020  | Brookhollow LLC                                              | 1.88 Acres            |
| 138-15-410-021  | Brookhollow LLC                                              | 1.16 Acres            |
| 138-15-410-022  | Brookhollow LLC                                              | 2.81 Acres            |
| 138-15-810-014  | Cathedral Rock Medical Ctr. LLC                              | 3.98 Acres            |
| 138-15-710-006  | Clark County Credit Union                                    | 3.15 Acres            |
| 138-15-310-019  | Crimson Canyon LLC                                           | 2 Acres               |
| 138-15-710-003  | Design Rentals Nevada                                        | 1.08 Acres            |
| 138-15-410-013  | Edwards Nevada Trust and Edwards<br>Larry J & Audrey M TRS   | 1 Acre                |
| 138-15-612-009  | La Quinta Development Ptnrs LP                               | 2.41 Acres            |
| 138-15-610-010  | Miller Creek Partnership                                     | 1.04 Acres            |
| 138-15-710-007  | Network Federal Credit Union                                 | 2.97 Acres            |
| 138-15-310-018  | Northwest Professional Dev LLC                               | 2.04 Acres            |
| 138-15-310-009  | SDMI Northwest Inc.                                          | 2 Acres               |
| 138-15-710-008  | SDMI Northwest LLC                                           | 3.5 Acres             |
| 138-15-610-015  | Shelby Partners                                              | 1.26 Acres            |
| 138-15-610-016  | Shelby Partners                                              | 1.34 Acres            |
| 138-15-810-012  | Sierra Health Services Inc.                                  | 9 Acres               |
| 138-15-810-004  | State Farm Mutual Automobile Ins.                            | 3.63 Acres            |
| 138-15-610-005  | Sunrise Mountainview Hospital                                |                       |
| 138-15-610-004  | Tenaya LLC                                                   | 1.40 Acres            |
| 138-15-710-009  | THL LLC                                                      | 1.70 Acres            |
| 138-15-710-024  | Wild West II LLC                                             | 4.44 Acres            |
| 138-15-710-023  | AHP Nevada Inc.                                              | 9.57 Acres            |
| 138-15-710-026  | AHP Nevada Inc.                                              | 1.60 Acres            |
| 138-15-610-014  | Allan-Gorski James I                                         | 1.29 Acres            |
| 138-15-410-011  | American MEC Inc.                                            | .97 Acres             |
| 138-15-613-001  | ARSCJ Limited                                                | .10 Acres             |
| 138-15-710-031  | Box Canyon Prof Park LLC                                     | .86 Acres             |
| 138-15-710-029  | Box Canyon Prof Park LLC                                     | .62 Acres             |
| 138-15-710-032  | Box Canyon Prof Park LLC                                     | .79 Acres             |
| 138-15-710-030  | Box Canyon Prof Park LLC                                     | .50 Acres             |
| 138-15-810-018  | Box Canyon Prof Park LLC                                     | .94 Acres             |
| 138-15-810-010  | City of Las Vegas and LV Tech<br>Center LP                   | 1.92 Acres            |
| 138-15-710-011  | CPSIEO LLC                                                   | 1.27 Acres            |
| 138-15-710-027  | CPSIEO LLC                                                   | 1.53 Acres            |
| 138-15-410-029  | Gateway Office LLC                                           | 1.39 Acres            |
| 138-15-613-002  | Hanks Stephen D & Joann                                      | .10 Acres             |
| 138-15-710-025  | Health Plan Nevada Inc. and Sierra<br>Health & Life Ins. Co. | 7.25 Acres            |

**LVTC Owner List**  
**7/24/2003**

[illegible]



*City of Las Vegas*

Agenda Item No. 66

**AGENDA SUMMARY PAGE****CITY COUNCIL MEETING OF: NOVEMBER 5, 2003****DEPARTMENT: BUSINESS DEVELOPMENT****DIRECTOR: IAIN VASEY (ACTING)**☒**CONSENT**☐**DISCUSSION****SUBJECT:****REPORT FROM REAL ESTATE COMMITTEE - Councilman Weekly and Councilwoman Moncrief**

Approval of a Grant Deed from the City Parkway IV A, Inc. to the City of Las Vegas dedicating approximately 2,338 square feet for Right-of-Way for a right turn lane on Grand Central Parkway at "F" Street, APN 139-27-410-002 - Ward 5 (Weekly)

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

The 11/3/2003 Real Estate Committee and staff recommend approval of the Grant Deed and authorization for Douglas A. Selby, as President of City Parkway IV A, Inc., to execute the document.

**BACKUP DOCUMENTATION:****Grant Deed****MOTION:**

**REESE - APPROVED** Items 2-29, 31-47, and 49-66 as recommended and amending Item 20 to remove the word Heights - **UNANIMOUS** with **MACK** abstaining on Item 29 because he is on the Board of Directors of the Boys and Girls Club

**Items 30 & 48: STRICKEN** under separate action (see individual items)

**MINUTES:**

**COUNCILMAN WEEKLY** reported that the Real Estate Committee met to review all the Real Estate items on the Consent Agenda and joins with the recommendation of staff that the Council approve each item.

There was no further discussion.

(9:37 - 9:40)

1-1006

ACTION TAKEN.

*Not signed*  
*2/25/04*  
*vwd*  
Date

139-27-410-002

# GRANT DEED

---

THIS INDENTURE WITNESSETH: That CITY PARKWAY IV A, INC., a Nevada non-profit corporation, for and in consideration of \$1.00 and other good and valuable considerations, the receipt of which is hereby acknowledged, do hereby Grant, Bargain and Convey to the CITY OF LAS VEGAS, a Municipal Corporation of the County of Clark, State of Nevada, and to its assigns forever, all of his/her/their right, title and interest in and to all that real property situate in the City of Las Vegas, County of Clark, State of Nevada, bounded and described as follows:

For complete legal description, see Exhibit "A" attached hereto  
and by this reference made a part hereof

**For: Dedication of 10' additional rights-of-way for a right turn lane on Grand Central Parkway at "F" Street**

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

CONTINUED  
CLV - ENG/PLAN  
CMC

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**CONTINUED:**

**APN: 139-27-410-002**

**OWNER: CITY PARKWAY IV A, INC.**

**TYPE DOC: GRANT DEED**

**LOCATION: GRAND CENTRAL PARKWAY / F STREET**

Witness \_\_\_\_\_ hand \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 2003.

**CITY PARKWAY IV A, INC**

BY: \_\_\_\_\_

**NAME: DOUGLAS A. SELBY**

**TITLE PRESIDENT**

BY: \_\_\_\_\_

**NAME:**

**TITLE**

STATE OF NEVADA )

) ss.

COUNTY OF CLARK)

APPROVED AS TO FORM

*Thomas R. Green*

Date

10/23/03

On \_\_\_\_\_ before me the undersigned, a Notary Public, \_\_\_\_\_  
(date) (person(s) appearing before notary)

\_\_\_\_\_ personally known (or proved) to me to be the person

whose name is subscribed to the above instrument who acknowledged that \_\_\_ he \_\_\_ executed the instrument.

\_\_\_\_\_  
NOTARY PUBLIC in and for said County and State

DUE TO CLARK CUNTY RECORDING STANDARDS,  
PLEASE DO NOT WRITET/TYPE AND/OR STAMP  
WITHIN THE 1" BORDER OF THIS DOCUMENT

**A.P.N. 139-27-410-002 (030-430-018)  
DEDICATE 10' ADDITIONAL RIGHT-OF-WAY  
FOR RIGHT TURN LANE**

That portion of the Southeast Quarter (SE 1/4) of the Southwest Quarter (SW 1/4) of Section 27, Township 20 South, Range 61 East, M.D.M., in the City of Las Vegas, County of Clark, State of Nevada, being a portion of that parcel of land conveyed to CITY PARKWAY IV A, INC., a nonprofit corporation and political subdivision of the State of Nevada by GRANT, BARGAIN AND SALE DEED, recorded June 14, 2001 in Book 20010614 as Instrument Number 00135 of Clark County, Nevada Records, described as follows:

COMMENCING at the centerline intersection of "F" STREET (60.00 feet wide) and GRAND CENTRAL PARKWAY (100.00 feet wide) as shown on the map of PARKWAY CENTER as filed August 13, 1992 in Book 53 of Plats, Page 61, of Clark County, Nevada Records; thence along the centerline of said GRAND CENTRAL PARKWAY, North 74°18'09" East, 242.94 feet to the beginning of a tangent curve, concave southerly and having a radius of 400.00 feet; thence easterly along said curve and continuing along the centerline of said GRAND CENTRAL PARKWAY, through a central angle of 02°37'53" and an arc distance of 18.37 feet; thence departing and radial to said centerline, North 13°03'58" West, 50.00 feet to the TRUE POINT OF BEGINNING, also being a point on the northerly right-of-way line of said GRAND CENTRAL PARKWAY, also being a point on the southerly property line of LOT 4 of said PARKWAY CENTER map, also being the point of cusp with a non-tangent curve, concave southerly and having a radius of 450.00 feet, the line radial to said curve bears North 13°03'58" West; thence along said northerly right-of-way line and along said southerly property line and westerly along said curve, through a central angle of 02°37'53" and an arc distance of 20.67 feet; thence continuing along said northerly right-of-way line and along said property line, South 74°18'09" West, 187.94 feet to the beginning of a tangent curve, concave northeasterly and having a radius of 25.00 feet; thence northwesterly along said curve through a central angle of 90°00'00" and an arc distance of 39.27 feet to the easterly right-of-way line of said "F" STREET; thence along said easterly right-of-way line, North 15°41'51" West, 10.00 feet to the beginning of a tangent curve, concave northeasterly and having a radius of 25.00 feet; thence from a tangent which bears South 15°41'51" East, southeasterly along said curve through a

**OWNER'S INITIALS \_\_\_\_\_**

central angle of  $90^{\circ}00'00''$  and an arc length of 39.27 feet to a line parallel with and 10.00 feet northerly from the southerly property line of said LOT 4; thence along said parallel line, North  $74^{\circ}18'09''$  East, 187.94 feet to the beginning of a tangent curve, concave southerly and having a radius of 460.00 feet; thence easterly along said curve through a central angle of  $02^{\circ}37'53''$  and an arc distance of 21.13 feet; thence South  $13^{\circ}03'58''$  East, 10.00 feet to the TRUE POINT OF BEGINNING.

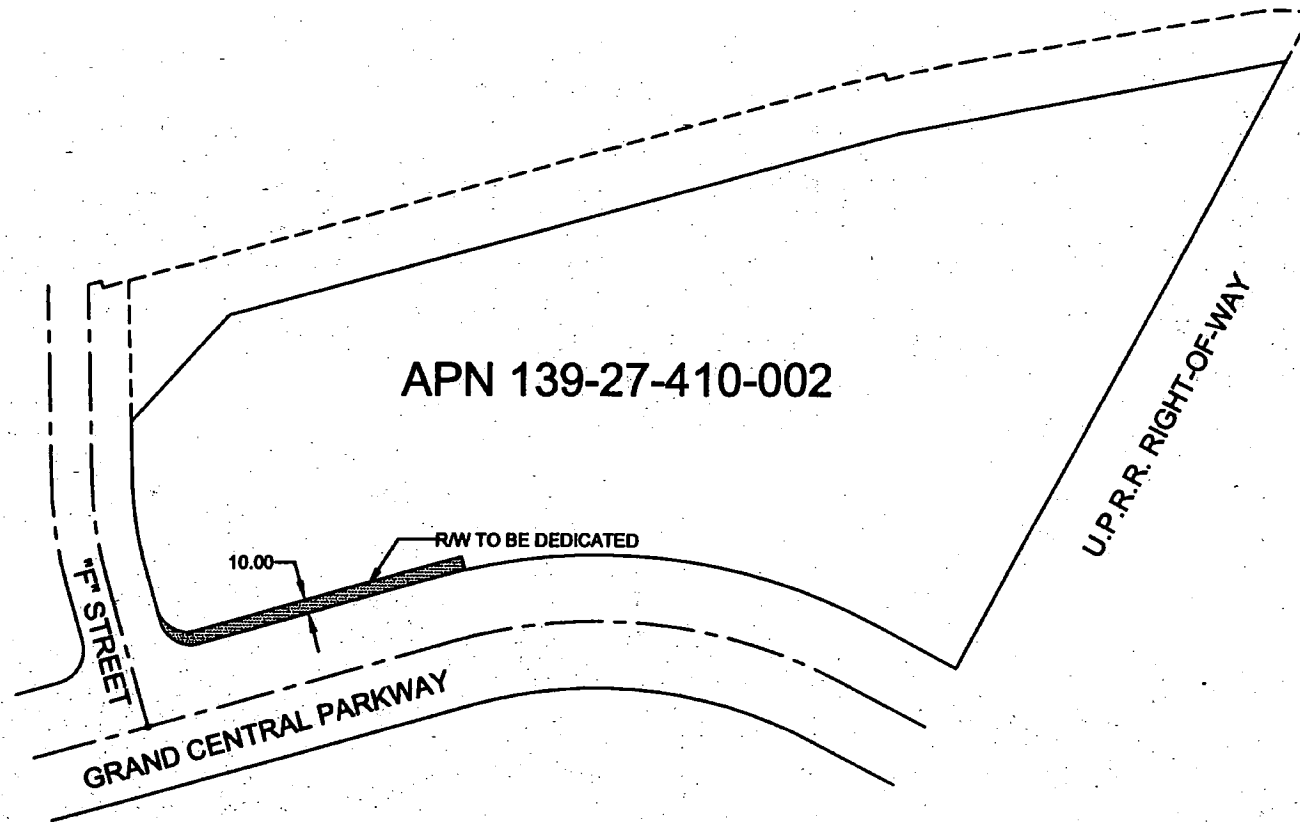
The above-described parcel of land contains an area of 2,338 square feet, or 0.054 acres, more or less.

The Basis of Bearing for the above legal description is North  $74^{\circ}18'09''$  East, being the centerline bearing of that portion of GRAND CENTRAL PARKWAY that lies east of the centerline intersection of said GRAND CENTRAL PARKWAY and "F" STREET, as shown on the map of PARKWAY CENTER, as filed August 13, 1992 in Book 53 of Plats, Page 61 of Clark County, Nevada Records.

Written By:  
Neil Wacaser  
City of Las Vegas, Department of Public Works  
731 South Fourth Street  
Las Vegas, NV., 89101

OWNER'S INITIALS \_\_\_\_\_

APN 139-27-410-002  
DEDICATE 10' ADDITIONAL R/W ON NORTH SIDE OF  
GRAND CENTRAL PARKWAY, EAST OF "F" STREET



NOT TO SCALE

*City of Las Vegas*

Agenda Item No. 67

**AGENDA SUMMARY PAGE****CITY COUNCIL MEETING OF: NOVEMBER 5, 2003****DEPARTMENT: CITY MANAGER****DIRECTOR: DOUGLAS A. SELBY**☐**CONSENT**☒**DISCUSSION****SUBJECT:****ADMINISTRATIVE:**

Discussion and possible action authorizing staff to conduct negotiations with the Nevada Division of Lands regarding the transfer of Floyd Lamb State Park, located south of Moccasin Road and north of Grand Teton, to the City of Las Vegas - Ward 6 (Mack)

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

The State Division of Lands had approached the City concerning the City's level of interest in acquiring Floyd Lamb State Park in August of 2002. During the 2003 Legislative Session, the Legislature enacted Senate Bill 444 that authorized the Administrator of the Division of Lands to negotiate the transfer of state owned real property associated with Floyd Lamb State Park to the City. Councilman Michael Mack has asked the City Manager's Office to request authorization to proceed with negotiations with the Division of Lands Administrator to determine and recommend to Council the appropriate response to SB 444 and other related legislation.

**RECOMMENDATION:**

Staff will follow direction of City Council.

**BACKUP DOCUMENTATION:**

1. Agenda Memo
2. Letter from State of Nevada, Division of State Parks dated September 15, 2003  
Submitted at the meeting: document titled Floyd Lamb State Park Council Action Options

**MOTION:**

**MACK - APPROVED** Authorizing staff to enter into discussions with the State regarding the potential transfer of Floyd Lamb State Park to the City and to bring the result of those discussions back to the City Council within 30 days - motion carried with REESE voting NO

**MINUTES:**

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

*City of Las Vegas*

Agenda Item No. 67

CITY COUNCIL MEETING OF NOVEMBER 5, 2003

Administrative

Item 67 - Discussion and possible action authorizing staff to conduct negotiations with the Nevada Division of Lands regarding the transfer of Floyd Lamb State Park, located south of Moccasin Road and north of Grand Teton, to the City of Las Vegas

**MINUTES – Continued:****APPEARANCES:**

CHRIS KNIGHT, Director, Administrative Services

OSCAR GOODMAN, Mayor

LARRY HAUGSNESS, Director, Field Operations

GARY REESE, Councilman

LARRY BROWN, Councilman

MARVIN MILLER, representing the Shea Family

ROGER BULLOCK, Bank of America, 300 South Fourth Street

MIKE SHELDON, Director, Detention and Enforcement

TOM MCGOWAN, Las Vegas resident

DEBBIE ANTHONY

BETSY FRETWELL, ACTING CITY MANAGER

NOTE: COUNCILMAN BROWN directed the City Manager's office to look into securing Floyd Lamb State Park and open a serious dialogue with the state and the community regarding this property.

NOTE: COUNCILMAN MACK and MAYOR GOODMAN directed ACTING CITY MANAGER FRETWELL to place an item on a future agenda to allow a presentation and discussion of a potential zoo at Floyd Lamb State Park.

(9:40 – 10:22)

1-1118



*City of Las Vegas***AGENDA MEMO****CITY COUNCIL MEETING DATE: NOVEMBER 5, 2003****DEPARTMENT: CITY MANAGER'S OFFICE****ITEM DESCRIPTION: TRANSFER OF STATE OWNED REAL PROPERTY RELATED TO FLOYD LAMB STATE PARK TO THE CITY OF LAS VEGAS IN ACCORDANCE WITH SENATE BILL 444 AND OTHER RELATED LEGISLATION ENACTED DURING THE 2003 LEGISLATIVE SESSION.**

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The staff of the State Division of Lands approached the City Manager's Office in August of 2002 to inquire about the level of interest the City may or may not have in acquiring ownership of Floyd Lamb State Park. At the time, there was considerable media coverage and public discussion concerning this possible ownership change. The Council authorized staff to enter into negotiations with the State concerning the transfer of ownership of state-owned lands and a relinquishment of State-leased land at its regular meeting on September 4, 2002. The City Manager's Office provided information concerning the State's current operating expenses and projected expenses related to the City's acquisition of the parklands to the City Council at its regular meeting on November 20, 2002 (copy of presentation attached). Council accepted a letter from the State and directed staff to negotiate with appropriate parties on the possible transfer, including master planning of the area and examining the economic impact of the transfer. The City did not actively pursue negotiations with the State pending the completion of a proposed Northwest Open Space Plan project and knowing the outcomes of the 2003 Legislative Session.

During the 2003 Legislative Session there were three Bills passed that have a direct or potential impact upon the City's acquisition of Floyd Lamb Park, Senate Bills 144 and 444 and Assembly Bill 287.

Senate Bill 144 has the least direct impact upon the transfer of ownership but provides an alternative to City ownership. SB 144 allows for a cooperative agreement between any political subdivision of the State and the Division of Lands to establish and maintain a park that is under the jurisdiction of the Division and will be used primarily by the residents of the using subdivision. The State has long maintained that the primary users of Floyd Lamb State Park are Las Vegas Metropolitan area users. Thus, it is staff's opinion that SB 144 would allow the Division of Lands to enter into such an agreement with the City. This should be a part of any consideration of the City's interest in the Park. However, this Bill also allows the State to enter into the same type of agreement with other local governmental agencies to maintain Floyd Lamb, such as North Las Vegas or Clark County.

Senate Bill 444 has the most direct impact upon the City's consideration of acquiring ownership of Floyd Lamb State Park. This Bill directly authorizes the Administrator of the Division of State Lands to enter into an agreement with the City of Las Vegas the transfer of ownership, without consideration, of real property associated with Floyd Lamb State Park to the City. However, the agreement must provide that, after the transfer of the real property and unless the property reverts to the State, the following conditions apply

## *City of Las Vegas*

- (1.) The State is not liable for any expense incurred to operate or maintain the property or any appurtenances or facilities on the property,
- (2.) The City of Las Vegas may not change the name of the Park from a name that includes Floyd Lamb unless the Legislature approves the change by statute,
- (3.) The agreement must not become effective unless and until the Legislature approves the agreement, if it is in session, or the Interim Finance Committee of the Legislature approves the agreement,
- (4.) The deed from the State to the City must include restrictions which (a) protect all historical and recreational value of the property; (b) guarantee public access to the property; (c) prevent the City from transferring the property to any other successor or owner without the consent of the State of Nevada; (d) ensure the property is only used for passive recreation and (e) provide for the reversion of title to the property to the State upon breach of any of these listed restrictions.
- (5.) The agreement must also include the relinquishment of the lease of BLM Lands associated with the Park in favor of the City of Las Vegas.

Assembly Bill 287, for the most part, mirrors the provisions of SB 144 and 444. However, the Bill states that any local government that receives ownership of a state park or any part thereof, must maintain the park in such a manner that the use and enjoyment of the park by the residents of the state is not diminished. The Bill also states that BLM leased land associated with a park that is transferred to a local government must remain a part of the park.

In summary, the State Legislature has authorized the transfer of ownership, responsibility and maintenance of Floyd Lamb Park to the City but has restricted the ability of the City to determine the future use, name, access and size of the park. In staff's opinion, what the Legislature has intended is that the City take over and maintain the Park in its present condition. The legislation does not prohibit the rehabilitation of the existing facilities within the park. However, any additional facilities may be subject to debate on the intent of the legislation and what is meant by "passive recreation" and not diminishing the enjoyment of the park by state residents. These restrictions are vague and can be interpreted in various ways depending on the objective of the individual or agency interpreting their meaning.

Any agreement with the State from the City's standpoint should strive to more clearly define the City's ability to use, enhance, improve and maintain the park. Also, the legislation does not prohibit the State from approving grants to the City for improvements or maintenance of the park, these should also be addressed in the agreement. These and other considerations will need to be clearly addressed if the City is to assume ownership of the park in addition to the costs associated with maintenance of the park on an annual basis.

Further, any negotiations with the State on the future of Floyd Lamb State Park will draw considerable public attention from various special interest groups such as the Tule Springs Preservation Committee, Sierra Club, Southern Nevada Regional Trails Partnership, etc..

The Northwest Open Space project has not yet begun. The consultant selection process has been re-initiated. Thus, the time frame for completion is uncertain but clearly has been substantial extended.

## *City of Las Vegas*

Finally, there is a remaining factor related to the City's consideration of entering into these negotiations. As part of the on-going City efforts related to flood control and the potential of City expansion north of Moccasin Road the need for flood control and infrastructure improvements in this area of the City have been identified by Public Works staff. Prior to the flooding in September of this year, Public Works had identified a need of approximately 25 acres within the boundaries of Floyd Lamb Park that would be needed for flood retention. Since the flooding has occurred, information from that event has expanded the need to range in the area of 50 to 75 acres plus associated easements for drainage. City staff approached the Division of Lands to begin the process of acquiring use of that acreage. The Division of Lands staff has responded by letter (attached) declining to negotiate on a partial transfer of lands for flood control and requesting to begin negotiations on the overall transfer of Floyd Lamb to the City in accordance with SB 444.

Considering all of the factors related to the state legislation, the delay in the Northwest Regional Open Space plan and the need for flood control facilities and related infrastructure in the northwest, staff seeks further direction from the Council as to re-engaging the negotiations for the transfer of ownership of Floyd Lamb State Park to the City of Las Vegas, at this time.

**R. MICHAEL TURNIPSEED, P.E.**  
Director

Department of Conservation and  
Natural Resources

**KENNY C. GUINN**  
Governor

Address Reply to:

1300 S. Curry Street  
Carson City, Nevada 89703-5202

Phone: (775) 687-4370  
Fax: (775) 687-4117  
stparks@parks.nv.gov  
<http://parks.nv.gov>

**DAVID K. MORROW**  
Administrator



**DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES  
DIVISION OF STATE PARKS**



September 15, 2003

David R. Roark, City of Las Vegas  
Department of Public Works  
Real Estate and Assets  
400 Stewart Avenue, 4<sup>th</sup> Floor  
Las Vegas, NV 89101-2986

Dear Mr. Roark,

Subject: Proposed Detention Basin at Floyd Lamb State Park

CITY OF LAS VEGAS  
PUBLIC WORKS  
REAL ESTATE

2003 SEP 18 A 11:05

Thank you for contacting us regarding your interest in protecting housing units in Las Vegas by building a flood control basin on state land at Floyd Lamb State Park. We would be interested in reviewing any maps showing the exact location of the proposed basin prior to meeting to discuss future use of the property.

At this time we do not consider state park lands to be available for transfer for any purposes. As you are aware land transfers at this particular park have been very controversial, and in fact legislation authorizing the Division and the City of Las Vegas to negotiate a transfer of Floyd Lamb to the city was passed during the last legislative session. SB 444 allows for the transfer of Floyd Lamb but also stipulates what the core property at the park can be used for now and in the future (see attachment). It is unknown if construction of a retention basin would be allowed on state owned land even if it is transferred to the City of Las Vegas.

If the proposed retention basin is located on lands listed within our Recreation and Public Purpose application with the Bureau of Land Management then sections could be released back to the BLM, and then leased to another qualified entity for public purposes. The City would qualify to make application for this property.

We are bound by SB 444 and as such, would like to negotiate the issue of future ownership and control prior to entertaining any other more specific land use issues. If the City's decision were to acquire the park under the authority of SB 444, we would relinquish all of the state's interests including the R&PP we hold on surrounding Bureau of Land Management (BLM) land. The City of Las Vegas would then have the authority, within legislative intent, to manage the state administered land and to make application for BLM parcels relinquished as part of the negotiated exchange.

Please submit a map of the proposed property, and then we can schedule a date to meet and to discuss the master plan and the future of the park, and any additional development that the city is considering.

I look forward to meeting you, and discussing the issues at the park. Please contact my office at 775-787-4370 if I can answer any specific questions regarding this letter and land issues facing the park.

Sincerely,

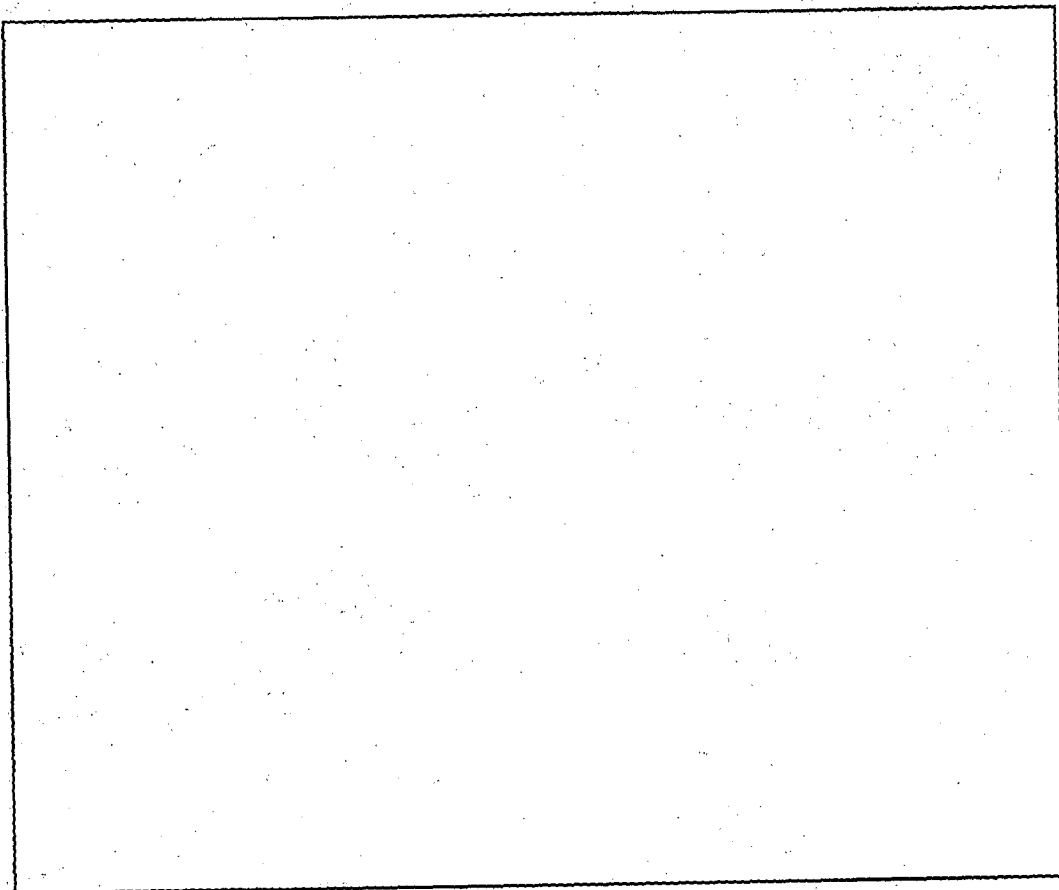
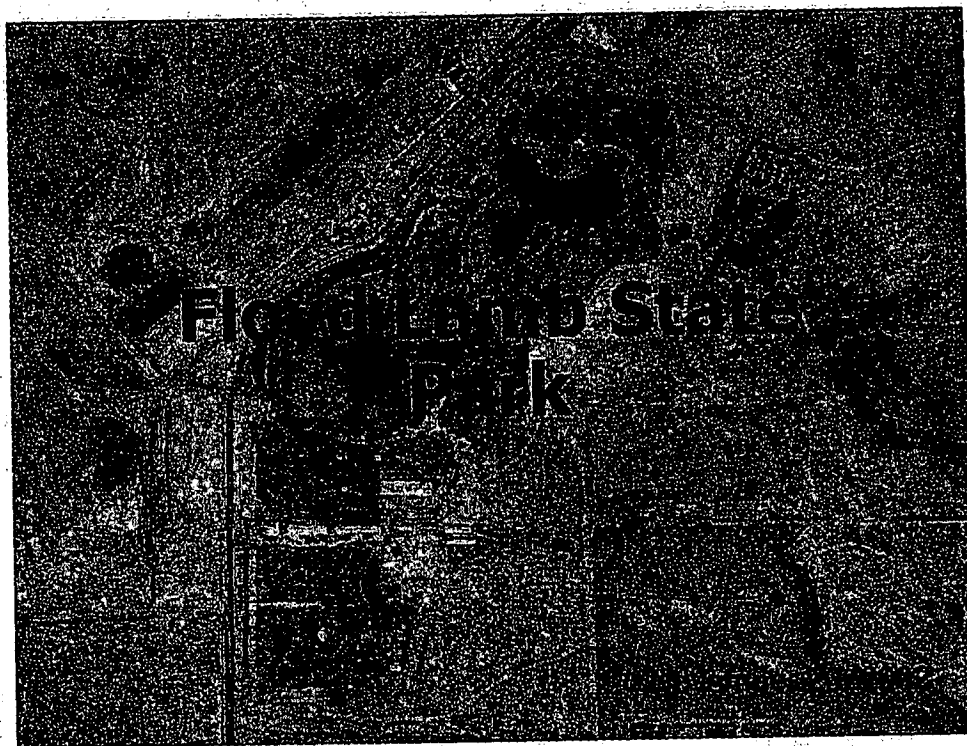


David K. Morrow  
Administrator

DM/avc  
002 FLSP

Attachment

cc: Mike Turnipseed, Department of Conservation & Natural Resources  
Pam Wilcox, State Lands





## Floyd Lamb State Park

Park Association

692 acres of developed land

100 miles of roads and trails

45 buildings (51,267 sq ft)

10 lakes

15 miles of fence

60 acres of developed land does not include the Gun Club

20 of the 45 buildings are on National Historic Register.

Lakes total 10 acres of surface area

# Floyd Lamb State Park

## Park Assets

- 2.5 miles of road maintained
- 1 mile of trail maintained
- 5,000 sq ft of septic tanks 980
- 1 F48 engine
- 15 vehicles
- 10 mg of water line



## Floyd Lamb State Park

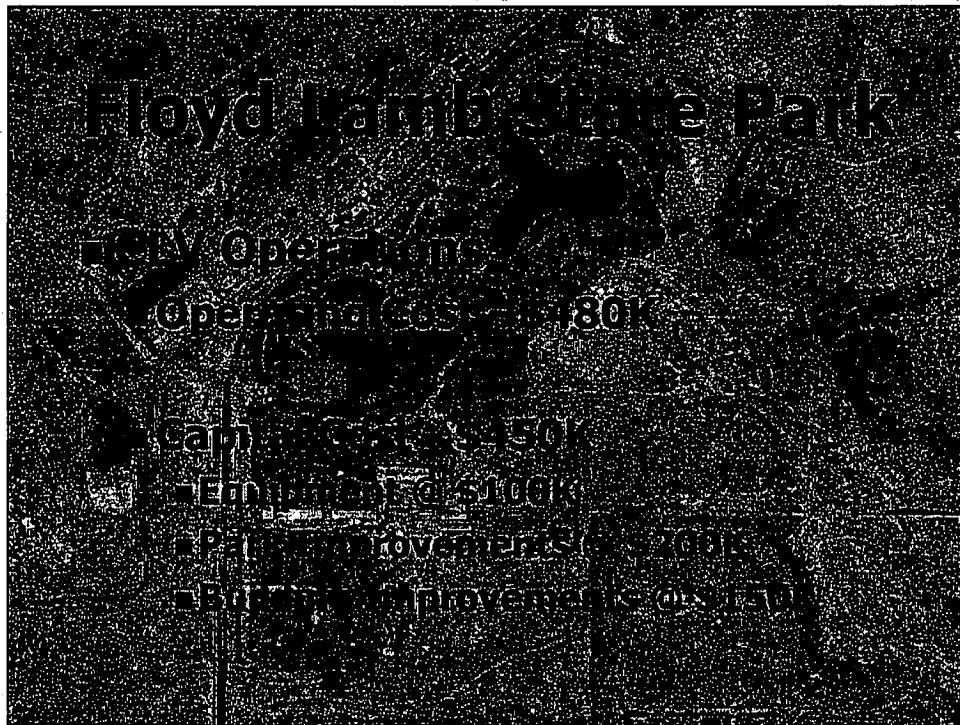
### Current Operations

- \$550,000 annual operating budget
- 140 acres protected
- 5 full-time & 4 part-time employees
- Opened team – dusk (363 days)
- Water rights
  - 85,000 feet/year
  - 9,000 feet/year (contingent)

Employees – 2 employees live on site in buildings

Closed Christmas & New Years Day

Water comes from 5 wells. All allocated water is used



**Assumption: maintaining at current City Park standards.**

**Personnel: 3 parks maintenance & 1 building services technician**

**Operating Cost does not include Security, LS programming, or personnel to collect fee**



Additional water purchased from LVVWD for future development and if water rights limit is reduced. Approx 2/3 reduction

1800 acres undeveloped. Estimate cost @ \$500K/ year to treat

Operating cost offset by revenue received. Discontinue

Buildings are old. Need roof repair/replacement. Water system in maintenance building is contaminated.

State has two employee for security. One lives on site. Operating cost did not include security.

~~OVERALL: City is better equipped to maintain, however not as economically as State.~~

**FLOYD LAMB STATE PARK  
COUNCIL ACTION OPTIONS**

1. No negotiations on transfer of ownership of Park to the City – Inform Division of State Lands that City does not have an interest in pursuing ownership of the Park. Follow-up with negotiations on flood control needs.
2. Negotiate a Cooperative Agreement – City maintains and runs the Park., State retains ownership.
3. Negotiate on transfer of ownership of Floyd Lamb to the City with the agreement to be considered by the City Council as part of its deliberations on the '04-'05 City Budget proposals in conjunction with all other City Capital Improvements projects. Agreement would go either to State Interim Finance or to Legislature depending on timing and budget consideration outcomes.
4. Negotiate on transfer of ownership with the conclusion of the negotiations brought before Council for immediate action and move forward to State Interim Finance.

Submitted at City Council

Date 11/5/03 Item #67

**City Council Meeting  
November 5, 2003**

**Verbatim Transcript: Item 67**

**Discussion and possible action authorizing staff to conduct negotiations with the Nevada Division of Lands regarding the transfer of Floyd Lamb State Park, located south of Moccasin Road and north of Grand Teton, to the City of Las Vegas**

**Appearance List:**

**OSCAR GOODMAN, Mayor  
CHRIS KNIGHT, Director, Administrative Services  
LARRY HAUGSNESS, Director, Field Operations  
GARY REESE, Mayor Pro Tem/Councilman  
LARRY BROWN, Councilman  
MARVIN MILLER, Representing the Shea Family  
ROGER BULLOCK, Bank of America, 300 South 4<sup>th</sup> Street  
MIKE SHELDON, Director, Detention and Enforcement  
TOM MCGOWAN, Las Vegas Resident  
DEBBIE ANTHONY  
BETSY FRETWELL, Acting City Manager**

**(9:40 – 10:22)**

**1-1118**

**42 Minutes**

**Typed by: Diana Davis**

**Proofed by: Vicky Darling**

**CITY COUNCIL MEETING  
NOVEMBER 5, 2003**

**VERBATIM TRANSCRIPT: ITEM 67**

28 **MAYOR GOODMAN**

29 All right. Item 67. This is discussion and possible action authorizing staff to conduct  
30 negotiations with the Nevada Division of Lands regarding the transfer of Floyd Lamb State Park,  
31 located south of Moccasin Road and north of Grand Teton, to the City of Las Vegas. This is in  
32 Ward 6. Mr. Knight?

33

34 **CHRIS KNIGHT**

35 Good morning. Good morning, Mayor and City Council members. I have a presentation  
36 prepared on this item for you, but in deference to the time and the interest that you have on this  
37 item we will hold that presentation unless you, in your discussions, find it necessary to have that.  
38 But we do have, myself, Mr. Larry Haugsness, Director of Field Ops, available to answer any  
39 questions for you. And the other thing that we have for you, there are four possible options that  
40 staff has identified that we would like to hand out to you right now, to – just be passed out to  
41 you.

42 Those four options, Your Honor, are possible actions that you could take regarding this matter.  
43 There's been quite a bit of history about this project in the past, and the four options as we see  
44 'em is that the State in response, or the City in response to SB 444 that was adopted by the State  
45 Legislature could, at this point, choose not to negotiate further on the ownership of – Floyd Lamb  
46 State Park and transferring that ownership to the City; that we would inform the Division of State  
47 Lands the City does not have an interest in pursuing ownership of the Park, and we would follow  
48 up with negotiations on – some flood control needs we have for lands inside the Park.

49 The second option would be to negotiate a cooperative agreement that's allowed under SB 144  
50 and the City, under which the City would maintain and run the Park but the State would retain  
51 ownership of the Park.

52 The third option would be to negotiate on the transfer of ownership of Floyd Lamb to the City  
53 with the agreement to be considered by the City Council as part of its regular deliberations on the  
54 2004-2005 City budget proposals in conjunction with all other City capital improvements  
55 projects. That agreement, one, if it was included in the budget would go either to the State

**CITY COUNCIL MEETING  
NOVEMBER 5, 2003**

**VERBATIM TRANSCRIPT: ITEM 67**

56 Interim Finance or to the Legislature depending on timing and the budget consideration  
57 outcomes.

58 And then the fourth option that we see is negotiate on the transfer of ownership with the  
59 conclusion of the negotiations brought before Council for immediate action and move forward to  
60 the State Interim Finance Committee.

61 So, those are the disc, the possible alternatives that we've identified. There are – myriad options  
62 to those alternatives as well that you may want to discuss this morning during your deliberations.  
63 But with that said, we'll just defer and try to answer any questions you may have.

64

65 **MAYOR GOODMAN**

66 All right. Mr. Haugsness, would you like to make a comment first?

67

68 **LARRY HAUGSNESS**

69 Actually, at this point not, Mr. Mayor. I do have items or information on maintenance costs and  
70 things of that nature should the Council be interested.

71

72 **MAYOR GOODMAN**

73 I'm interested.

74

75 **LARRY HAUGSNESS**

76 Okay. We would estimate the – first year maintenance costs for the Park to be \$494,000. That  
77 does not include any detention or enforcement folks for security at the Park.

78

79 **COUNCILMAN MACK**

80 I'd like to see the full presentation.

81

82 **MAYOR GOODMAN**

83 You could ask for it.

**CITY COUNCIL MEETING  
NOVEMBER 5, 2003**

**VERBATIM TRANSCRIPT: ITEM 67**

84 **LARRY HAUGSNESS**

85 We'd also propose a – budget of around \$450,000 over the first two years for capital  
86 improvements in the Park.

87

88 **MAYOR GOODMAN**

89 All right. There's been a request by Councilman Mack that we hear the full presentation at this  
90 point. I have no problem with that.

91

92 **CHRIS KNIGHT**

93 If you want to hear it, I'll be happy to give it. As you know, this matter was discussed before the  
94 City Council in August of 2002 when the Division of State Lands approached the City Manager's  
95 Office and requested if the City had an interest in acquiring Floyd Lamb State Park. That matter  
96 came before the Council. The Council at that time instructed staff to negotiate and try to  
97 ascertain our interest in – owning Floyd Lamb State Park. Then in September of, 4<sup>th</sup> of 2002, the  
98 Council again considered the transfer of ownership followed with some presentation of costs by  
99 the Department of Field Operations on November 20<sup>th</sup> of 2002. All of those discussion realized  
100 that there was a need for State legislation to be enacted in order for it to be at all possible for  
101 Floyd Lamb State Park to be transferred to the ownership of the City of Las Vegas. There was  
102 considerable public concern with that and, as a result of that, there were three bills that were  
103 introduced during the – past 2003 legislative session. Those bills were Senate Bill 144, Senate  
104 Bill 444, and Assembly Bill 287.

105 Senate Bill 144 actually allows for a cooperative agreement to be entered into between any local  
106 unit of government and the State Division of Lands to operate or maintain any park that is  
107 currently within the State's park system. Floyd Lamb Park would be that, one of those – parks.

108 Senate Bill 444 had the most direct impact on Floyd Lamb State Park and was directly related to  
109 it. The – bill authorizes the Administrator of the Division of State Lands to negotiate with the  
110 City of Las Vegas for the transfer of the ownership of the Park. It has some conditions. The  
111 conditions that were attached to this bill were that the State is, would not be liable for any  
112 expense incurred to operate or maintain the property or appurtenances or facilities on the



**CITY COUNCIL MEETING  
NOVEMBER 5, 2003**

**VERBATIM TRANSCRIPT: ITEM 67**

property if ownership is to be transferred. Two, the City of Las Vegas may not change the name of the Park from a name which includes Floyd Lamb unless the State Legislature approves such name change. Three, the agreement must not become effective until, unless and until the Legislature approves the agreement - that was reflected in the four options that we identified for you - or the Interim Finance Committee of the legislature approves the agreement. Four, the deed from the State to the City must include restrictions which a) protect all historical and recreational value of the property; there would be some discussion as to what that exactly means; b) guarantee public access to the property; c) prevent the City from transferring the property to any other successor or owner without consent of the State of Nevada. You couldn't sell any portion of the Park off; d) ensure the property is used only for passive recreation; and e) provide the reversion of title to the property, of the property to the State upon breach of any of those restrictions.

Then the, a fifth condition is the agreement is to include the relinquishment of the lease of BLM lands associated with the Park in favor of the City of Las Vegas. On this map that you have on your overhead the dark-colored area here, or the green, are the lands that are owned by the State of Nevada. The yellow map, yellow parcels, are those BLM lands that are currently under lease by the State of Nevada for park purposes. And the - darker yellow farther to the east is the 320 acres that is currently under R&PP for the City of Las Vegas for an equestrian park. We just wanted to have those up there for your reference so you know when we talk about the different lands what they are.

The other thing is, is the any agreement from the State, from the City's standpoint, would need to strive to more clearly define the City's abilities to use the Park, to enhance the Park, to improve it and to maintain it. With those conditions that are placed in, under SB 444, there will be some - concerns and some interpretation issues as we move down the road as to exactly what does recreational use, passive recreational use mean, what uses would be compatible in there, and those would have to be negotiated in the negotiations if they were to be pursued.

Assembly Bill 287, basically, mimicked Senate Bill 444, and it just said that - the Park if it is owned by the City must be maintained in such a manner that the use and enjoyment of the Park by the residents of the State is not diminished. Again, that will be an issue of what does that

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142 really mean. If you put in ball fields are you diminishing it or what? I mean, there's an issue out  
143 there with the – character of the Park, and, there is a great deal of interest. When the City was  
144 initially approached, organizations such as the Tule Springs Preservation Committee, the Sierra  
145 Club, the Southern Nevada Regional Trails Partnership, and many others, have expressed an  
146 interest in what the City's intentions for this Park would be; and, it will draw quite a bit of  
147 attention and – discussion.

148 And finally, as a part of ongoing planning for flood control facilities, the City has identified a  
149 need of about 75, 50 to 75 acres and associated drainage easements inside the Park for lands for  
150 storm water retention. The City has approached the State about getting those strictly for the  
151 flood control issue separate from Floyd Lamb. The State has responded in a letter saying that  
152 they – feel they are bound by SB 444 to proceed with negotiations on the transfer of ownership of  
153 the land and that they aren't interested in talking about the flood control measures until we can –  
154 address the issue of whether or not the City wants to own all of the Park.

155 Again, those four alternatives that we identified for you reflect that consideration as well because  
156 if you decide not to negotiate you still need to try and approach the State about getting some of  
157 the land for flood control.

158 So, those are the issues that we have identified for you along with the options. Mr. Haugsness  
159 has explained the costs. There are unknown costs for programming and there is currently a fee  
160 structure out there for – using the – Park, and it's anticipated that if the City owned the Park that,  
161 those fees would go away. So, there are a lot of considerations related to what happens if the  
162 City is to accept ownership of this Park. And, with that, we'll answer any other questions that we  
163 may.

164

165 **COUNCILMAN REESE**

166 Mayor.

167

168 **MAYOR GOODMAN**

169 Councilman Reese.

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170 **COUNCILMAN REESE**

171 I have a lot of heartburn over this issue. I probably used Floyd Lamb State Park more than all the  
172 other Council members put together. I love the Park. I think it's a very interesting park. I don't  
173 understand why, well I do understand why, the State would like to see the City take it over. It  
174 would sure, I think, help the State out financially. To me, this is another one of those volunteer  
175 unfunded mandates that the State is trying to force us. I think that we are listening to this  
176 presentation here today because we're afraid of maybe what the State might do to us if we don't  
177 take this off their hands. It is a park with all the ramifications, with all the things that they're  
78 saying that they want us to do, it's still gonna be a park. The only difference will be is the City of  
179 Las Vegas and our taxpayers will be paying the – bottom line. And I don't under, I don't think  
180 that the City at this time with our problems with our budget woes that we have. I know that our  
181 department heads are running their departments very effectively. We haven't had, we've had a  
182 hiring freeze for the last two or three years, or three or four years. And, like I say, I know that  
183 our department heads are doing a great job with that.

184 This here is an added expense at this time that I don't think the City can do the, their due  
185 diligence and do justice to what we have out there. I've always supported parks. I understand  
186 the need for more parks throughout the City of Las Vegas. But what I see here is I see money  
87 being taken away from Ward 3, maybe Ward 5, Ward 1, the older areas where we don't have  
188 properties to build new parks. We have a hard time funding and redoing the parks that we have.  
189 And, I certainly support my Council members. I – mean I thank my Council members for  
190 helping do those things in Ward 3 as far as maintaining and upgrading the parks in Ward 3. With  
191 that said, I feel like that it's one of those albatrosses at this time that I just don't feel, think that  
192 the City can afford to take on.

193

194 **MAYOR GOODMAN**

195 Would anybody else have any question, any questions – at this time or comments? Councilman  
196 Brown.

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197 **COUNCILMAN BROWN**

198 Thank you, Your Honor. Just a couple questions, Chris. The – original legislation and – the  
199 conditions involved, your sense up in Carson City is why, why would the State create this  
200 enabling legislation? I – have an answer to that, but I'd like to hear your answer as far as why  
201 even create this legislation to allow the City and the State to negotiate on the Park?

202

203 **CHRIS KNIGHT**

204 I – think the legislation was created as a request of the State Division of Lands and the Governor  
05 to approach the City about acquiring it. The use of the Park, when they look at their, the –  
206 demographics of the people using the Park they're mostly Southern Nevada residents. There are  
207 State residents that come in and use that Park, but I think the position of the State would be is  
208 that's a park used by local residents and they're interested in knowing if – the City's interested in  
209 owning and operating it.

210

211 **COUNCILMAN BROWN**

212 Okay. And that's, that was my understanding from the dialogue during Carson City. And this is  
213 not the only State park or State property that the Governor's Office has looked to – negotiate  
14 with local governments. Like – all governments, they are strapped as far as budgets and such so  
215 there's been at least a tacit acknowledgement that they do not have the resources nor the revenue  
216 stream at the Park to put capital improvements in. And even the question as – far as their ability  
217 to maintain it at a standard or an expectation from the residents, both locally and statewide. That  
218 issue, it may not be solid but it's certainly been out there as far as if nothing happens and the  
219 State continues to operate the Park, there's an element of degradation that is going to be ongoing  
220 unless there's some kind of infusion of public dollars. The State, apparently, does not have that  
221 resource. At – least part of the dialogue talked about the ability for local governments, especially  
222 in Southern Nevada with the BLM dollars, to identify funding streams outside general budgets to  
223 protect and preserve historical areas, to infuse capital improvement dollars into these type  
224 facilities or open space areas. So, that certainly is there.

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225 I couldn't agree with Mayor Pro Tem more on his comment as far as our budget and how  
226 restrictive we have been. My sense on this whole issue has been that -- there's not a State  
227 mandate to take it; there's not an implied you have to take it or else. My understanding has been  
228 the State enabled us to now get in some dialogue. I would even question the negotiate language  
229 that's used in some of your options here. When I first read the Council agenda item I thought  
230 that it was seeking Council approval to open the dialogue. I think all the questions that have  
231 been raised, both today and -- during the legislative session, there're still a lot of unanswered  
232 questions there. As far as maintenance costs, we've done some estimates: revenue streams; the  
33 BLM land sale dollars; what is the definition of passive versus recreational; is it the State lands,  
234 the BLM lands, the City BLM lands? How -- do we do all that?  
235 So, my sense from the agenda item today was not to make any commitment that the City would  
236 take this. My understanding was that the City would authorize staff to start some serious  
237 dialogue to identify all the parameters of such an arrangement. So, I -- would certainly support  
238 moving forward under those, under that scenario. And then as a follow up question, explain to  
239 me when -- the legislation indicates the State Park, are they talking about the State-owned land or  
240 are they talking about the State-owned land and the State BLM land? Is that all inclusive?

241

242 **CHRIS KNIGHT**

243 In -- reading the bill, it would be my opinion that the -- only thing that the State really controls is  
244 the State-owned land. They have a recreation and public purpose lease through BLM for the  
245 rem, the large yellow area that you see on this map. But SB 444 really applies to the State-owned  
246 land, and then there is a provision in SB 444 that says that as part of the agreement there has to  
247 be a relinquishment of the -- lease to the City of Las Vegas. Where the bill is not clear, in my  
248 mind, is whether or not the restrictions that they've placed, the conditions that they've placed,  
249 apply to the BLM lands or not and whether they can or not since the land is owned by the Bureau  
250 of Land Management. I think the intent of the bill is that they would apply, but I don't know.  
251 We'd have to ask the legal staff to take a look at that and answer that question in more in depth.  
252 Having been present when they passed the bill, I would say the intent is that it would apply. But,  
253 I don't know if they can make it apply.

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254 **COUNCILMAN BROWN**

255 Again, in following up Mayor Pro Tem's comments, I don't think we have the – money nor do I  
256 think we will have the money to go in and take on 2,000 acres of open space. I do sense that the  
257 way this community is moving as far as the – drought and a potential worsening of the drought,  
258 our residential lot sizes getting smaller and smaller, turf rebate programs, the restrictions on turf  
259 irrigation, we are moving back towards a desert community. And, if not today or next year, there  
260 is going to be in the very near future a tremendous demand on public agencies to provide open  
261 space. As we tell everybody to tear out their yards and decrease the lot size, we gonna have to  
62 provide some open space for people to go. And when you look in some of our more mature areas  
263 of town, when we don't have the opportunity to create, not only neighborhood parks but certainly  
264 community or regional parks, it's because 20 years ago no one envisioned the growth of the  
265 Valley getting to the point where it is today. I think it would be a mistake if we don't take a  
266 serious look at – the very least working with the State so it's a win for the State, it's a win for the  
267 City and it's a win for the community, to draw a magic marker line around that map that you see  
268 on the overhead and secure that land, put the restrictions that are part of the legislation on that  
269 land. This is 2,000 acres that we're not gonna develop tomorrow, but in 20 years I think we'll  
270 regret not being able to secure that land for the next generation of our constituencies and – our  
271 elected leadership here.

272 Abutting this 2,000 acres is the County's 2,000-acre parcel that's dedicated to the shooting range.  
273 And, if I'm not mistaken, they moved forward with some action yesterday. I, I'd like to see this  
274 map. If you could just point that out, Chris.

275

276 **CHRIS KNIGHT**

277 The – shooting range is this dark blue area here. To the north is the Desert National Wildlife  
278 Refuge and this is the – Paiute Indian Reservation, and Floyd Lamb is down in this location.

279

280 **COUNCILMAN BROWN**

281 If you could, on that same map, Chris, point out the 12 sections of land that are now within the  
282 disposal area and would be future annex, annexation potential for the City of Las Vegas.

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283 **CHRIS KNIGHT**

284 Those sections were added by the Clark County Conservation of – Public Lands and Natural  
285 Resources Act and they are these three sections north of the Paiute range plus the nine sections in  
286 this square, this white square here, and the – dark on, the lines on there denote the section lines.

287

288 **COUNCILMAN BROWN**

289 And in 10 or 20 or 30 or 50 years, as the growth in the Valley if it continues, moves out into this  
290 area that we're looking currently for sustainable growth, and – all these new terms as far as  
291 community development, if you look at that map and then in the context of those available lands  
292 for future development that State Park starts to look smaller and smaller. So, I – think it's  
293 important that we open up the dialogue without committing any budget dollars today but find out  
294 what the parameters are and see if we can get to a win-win situation. I truly believe it would be a  
295 mistake if we let this opportunity pass for the City to secure that land. In the old days that was  
296 the end of the universe and you had to make a day trip out to Tule Springs, now Floyd Lamb. In  
297 the next generation in Las Vegas this is gonna be considered an infilled regional park, and we  
298 don't have those opportunities today because no one 20 years ago looked to secure that kind of  
299 space. So I, again, in – total agreement with Mayor Tro (sic), Mayor Pro Tem's concern about  
300 our budget situation, I would certainly encourage us to at least open up serious dialogue and  
301 specific dialogue with the State and the community as far as what we can do out here. If not, I  
302 think we're gonna lose this as far as a historical site and the buildings and some of the things the  
303 Park has become famous for. Thank you, Your Honor.

304

305 **MAYOR GOODMAN**

306 Thank you. Would anybody else like to be heard at this time? Councilman Mack.

307

308 **COUNCILMAN MACK**

309 Thank you, Your Honor. I first of all would like to also concur with what Mayor Pro Tem stated  
310 as far as our being physically responsible to our – residents of the Valley. Our current status, you  
311 know, of course, we've been tightening our belt for the last several years. And Councilman

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312 Reese and I had a – dialogue the other day just the concerns that we have going, ongoing with  
313 how we're stretched so thin. Our – current park situation and, Larry, your staff, Field Operations,  
314 they do such a wonderful job but you're stretched. And I know that Mike Sheldon's department,  
315 Detention and Enforcement, Metro, everyone who enforces our parks does a wonderful job but  
316 stretched. And so, I know that when we go to our next capital and to our next budget cycle we'll  
317 be looking at offering some more manpower, man and women power, for your services 'cause I  
318 think they are stretched to – the max. But, we – can't add this additional burden. And I think it's  
319 pretty clear that with what's been designed and what's on our capital improvement project list,  
20 we've never envisioned to have Floyd Lamb State Park come onto this list and it would be way  
321 below. So, with the – Senate Bill that was enacted we don't have that ability to – fund this type  
322 of program today. So, I think the original conversations that took place, I had a conversation  
323 with the Governor. I think Councilman Brown had a conversation with the Governor, and as far  
324 as any dialogue about having the conveyance of the State Park to the City this dialogue took  
325 place early on and I had that conversation with the Governor. I think that's where things started  
326 to – ripple and – then, of course, the Legislature passed this – act of transferring Floyd Lamb  
327 State Park and my understanding was the –, also the lands around the State Park.

328 One of the biggest obstacles, I think, with maintaining and operating, of course, the Park is in, is  
329 – dilapidating I would say. There's – a lot of upkeep. There's a lot of maintenance that needs to  
330 be done to this; improvements. There's many buildings, but the Park itself is a small park. It's a  
331 60-acre park on the 2,000 acres. And I think the intent of – the Tule Springs Preservation  
332 Committee and all the other partners that we have out there to preserve the rural character of the  
333 Park is very important. I think that's the foremost of anyone who maintains or operate that Park  
334 and who continues to operate. And I think that's in the contingent, conditions of the conveyance  
335 of this Park is to maintain it in its historical form.

336 When I first, of course when this was going through the – State Legislature, you know, we had  
337 dialogue on the Council about how we would operate. Larry, you've done your studies and  
338 findings, and we know that the dollars aren't there. So, as Councilman Brown has stated, we  
339 have to look outside the box. And, you know, whether it be park projects we do today and we'd  
340 have private partnerships, private public partners, we can look at those type of funding. And



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341 we've looked at State BL, or the BLM land sale funding and seeing if those improvements can go  
342 to the Park. I think it's important that we preserve, like Councilman Brown says, this 2,000 acres  
343 for the future of our community. And I think everyone's aware as wha, if – not the viewing  
344 public and – the audience out there today, the City is under contract for a, an RFQ or RFP, a  
345 Request for Proposal, to master plan the whole area as well. And, we've already approved that.  
346 And I think that's important that we – maintain the – State Park in this, in the master plan for the  
347 open space in the Northwest Area.

348 So, funding is a big issue; and, how do we fund it. And Councilman Reese is, I think, 100%  
49 correct. We don't have the funds today. So, in light of what – we're seeing today, something  
350 came to my attention a few weeks – ago and this is why I've asked for this to be put on the –  
351 Council agenda is I've had some folks, and I'd like for them to step forward, I have some folks,  
352 they're representing some – folks from a world class zoo. And before –

353

354 **MARVIN MILLER**

355 Good morning, Your Honor, Councilmen.

356

357 **COUNCILMAN MACK**

358 And before I introduce these folks, I'd like to just give a brief, what – my understanding is.  
359 These folks were brought forward, met with the Mayor's Office, met with another Council  
360 member's office to bring a world-class zoo to our City. And when I first heard of this, I got very  
361 excited because I think this is a world-class city. And we talk about all the great things we'd like  
362 to bring into this City whether it be a national baseball franchise or a football or basketball, a zoo  
363 would fit right in with the culture that I think this – City deserves. So, looking at it on face value,  
364 I had some conversations with these folks. I think that they – exhausted some of the more urban  
365 areas to locate the zoo. We talked about Floyd Lamb State Park and adjacent to Floyd Lamb  
366 State Park because, as I mentioned to these folks early on, we have to preserve and maintain the  
367 rural character of the Park and we can't destruet that in any way. And that's in the language that  
368 we have and the conditions of the conveyance. So, I'd like to introduce these folks. I think they  
369 have the financial wherewithal. I also think that we have some infrastructure opportunities and a

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370 potential funding mechanism to maintain, operate and run, not only a – world-class zoo but a  
371 park and the master plan, as Councilman Brown has stated, a future master plan, whether it's a 5  
372 or 20 year plan, is 2,000 acres into a full central park and preservation for this area. Thank you.

373

374 **MARVIN MILLER**

375 Good morning, Councilmen and Mayor. On behalf of the Sher LLC and the Sher family, I would  
376 like to express our –

377

78 **MAYOR GOODMAN**

379 You – have to identify yourself, Mr. Miller.

380

381 **MARVIN MILLER**

382 Okay. I'm sorry, Your Honor. Marvin Miller, Las Vegas. On behalf of the Sher LLC and the  
383 Sher family, I would like to express our intentions to enter into negotiations with the City of Las  
384 Vegas for the purpose of bringing a premier, modern-day zoo to Las Vegas Valley residents. Mr.  
385 and Mrs. Sher have entered into an agreement with the oldest private operating zoo in North  
386 America to provide Las Vegas with a unique opportunity for a family venue. The Shers have  
`87 three simple goals: preserving and conserving existing surroundings, providing a safe family  
388 environment and being a good partner and neighbor to this community. Some of the principals  
389 with the Sher Group are known worldwide for zoological preservation and education programs  
390 that will enhance the ongoing operation of a profitable zoo.

391 Your Honor and Councilmen, the Sher Group will provide more information for the City's due  
392 diligence at an appropriate time. We simply ask for your confidence until such full disclosure  
393 can be made. I'll be more than glad to answer any preliminary questions. Before I do, I'd like to  
394 introduce you to Roger Bullock, who is with Bank America.

395

396 **ROGER BULLOCK**

397 My name is Roger Bullock. My address 300 South Fourth Street, Bank of America. I work in  
398 the private bank and am the private banker for the Shers, who I'd like to at least recognize that

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399 are here today. The Shers are two of the principals within the development of the zoo. They also  
400 have other principals that have operating expertise. Some of the principals own the oldest private  
401 zoo in North America, which is a profitable zoo. They have relationships with the entertainment  
402 industry for curating animals. They have a lot of – venues that they could bring to the zoo  
403 development. But ultimately and primarily their goal is to make this a City zoo and a – zoo that  
404 would create an annuity stream to help fund and fuel development for Floyd Lamb, while  
405 maintaining the integrity of – what's out there. I – like Councilman Reese, recall as a kid going  
406 there. I'm a native of Las Vegas and – that's been part of my childhood growth. So –

07

408 **COUNCILMAN REESE**

409 I won't disclose the fact that I gave you your first hair cut.

410

411 **COUNCILMAN WEEKLY**

412 Don't say it, don't say it.

413

414 **MAYOR GOODMAN**

415 I've been advised that under the Open Meeting Law, there should be no discussion about the zoo  
'16 at this point since it was not properly noticed and posted on our agenda item. But we appreciate  
417 the fact that the two of you came here today with the Shers and made your feelings known to us.  
418 We will have this as an agenda item, perhaps on the next agenda, so we can have a full  
419 discussion amongst the Council.

420

421 **MARVIN MILLER**

422 Thank you, Your Honor.

423

424 **ROGER BULLOCK**

425 Thank you.

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426 **MAYOR GOODMAN**

427 Thank you very much. Appreciate that. Okay. Councilman Mack.

428

429 **COUNCILMAN MACK**

430 Thank you, Your Honor. I'd, I wanted to just briefly tell the – Council and give the viewing  
431 audience an idea of the potential that not only the City could have, but just preliminary numbers  
432 that have been expressed to me and, of course, full financial disclosure will be brought forward.  
433 But, you know, I hear numbers like Ethel M. Chocolate and the type of tourism and numbers that  
34 go through, 800,000 to a million people a year; Ocean Spray in Henderson, you know, same type  
435 of numbers. And a world-class zoo, you know, we would believe it would have at least those  
436 type of numbers and seeing revenues to 8 to \$12 million a year.

437

438 **MAYOR GOODMAN**

439 Councilman, I'm going to cut you off. I appreciate what you're – doing, but since we can't  
440 discuss it, I would suggest that once it becomes an agenda item, then we could go into the details.

441

442 **COUNCILMAN MACK**

'43 Okay.

444

445 **MAYOR GOODMAN**

446 I'm sorry to do that, but I think that's appropriate.

447

448 **COUNCILMAN MACK**

449 Okay. Well, Your Honor, I'd like to move forward to have discussions and potential  
450 negotiations. I think discussions are – appropriate at this time and also move forward with any  
451 other conversations with, or to – put the neg, the zoo negotiations to dovetail, because of course  
452 we have to work closely with the State first and have the appropriate approvals before any type of  
453 uses of this sort would move forward.

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454 **MAYOR GOODMAN**

455 Thank you, Councilman. I'm going to ask Mr. Sheldon to come up, our Marshal. This is very  
456 unfair what I'm about to do here, but I've never been accused of being fair. Mr. Sheldon, could –  
457 you please tell us, if you're able, at this point in time, how many marshals we utilize in order to  
458 assure ourselves that our parks are safe?

459

460 **MIKE SHELDON**

461 Right now, we have, we're allotted 56 officers. We never have them all filled. We've also  
62 anticipated what we would need if Floyd Lamb Park happened as well. And I don't know if  
463 you're interested in that information now.

464

465 **MAYOR GOODMAN**

466 I am, I am.

467

468 **MIKE SHELDON**

469 We anticipate we would need, at the minimum, ten officers to allocate out there. That's two  
470 officers a shift, with relief. And because of response times, or the long response times out there,  
471 we – anticipate we would need two officers 24/7 out there. So once you relieve them, for their  
472 regular days off, vacation leave and – sick leave, you're looking at around ten officers. And it's  
473 about \$85,000 an officer, with their vehicle, their uniforms, their benefits and all the other  
474 equipment they need to do their job.

475

476 **MAYOR GOODMAN**

477 And then I'll ask Mr. Haugsness, when you were giving us the figures as to what you believe the  
478 operating costs would be, did you include that \$850,000 figure in there?

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479 **LARRY HAUGSNESS**

480 No, Mr. Mayor. That is strictly for the maintenance of the – Park as it exists today. It would not  
481 include any security nor would it include anything for any programming needs that Leisure  
482 Services may have out there.

483

484 **MAYOR GOODMAN**

485 All right. All right, I appreciate that. Thank you, gentlemen. I didn't mean to put you on the  
486 spot.

87

488 **MIKE SHELDON**

489 That's okay. We were ready.

490

491 **MAYOR GOODMAN**

492 All right. Well, I'll allow public comment, but I'll limit it to three minutes. Could we use the  
493 clock, please.

494

495 **TOM McGOWAN**

'96 Very brief. Thank you for that courtesy, Your Honor. And I want to, my name is Tom  
497 McGowan, Las Vegas resident. I would hasten to commend very highly Deputy City Manager  
498 Betsy Fretwell for doing something that's extremely extraordinary in any City Council meeting.  
499 She came up to the dais, voluntarily, and properly advised the Mayor that, of the necessity and  
500 advisability of compliance with the Open Meeting Law. That was clearly in order. Otherwise,  
501 this meeting would have been out of order and all actions taken in an unlawful meeting are null  
502 and void.

503 Now here's what I wanted to say to you with this brief moment –

504

505 **MAYOR GOODMAN**

506 Mr. McGowan –

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507 **TOM McGOWAN**

508 Yeah?

509

510 **MAYOR GOODMAN**

511 Ms. Fretwell came up here to tell me how handsome I am.

512

513 **TOM McGOWAN**

514 Well, where's the other Mayor? The other, there was another Mayor previously that had slightly  
15 different characteristics.

516

517 **MAYOR GOODMAN**

518 Go ahead, please.

519

520 **TOM McGOWAN**

521 Oh, you're the same. For the record, Floyd Lamb was a convicted felon. The original name and  
522 the preferable name was Tule Springs State Park. It is an historic area. It is obviously an  
523 opportunity, more so than a liability if done properly. It can be made self-sustaining, with or  
524 without the zoo. Necessarily, nevertheless, I concur fully with statements made by Councilman  
525 Brown, which were very astute and forward thinking. And I'm fully in favor of the Sher Family  
526 Zoo in that location and everything that goes with it. That is an asset, not a liability. And if  
527 you're frightened of today's exigencies, get ready, because tomorrow's will be a lot worse. You  
528 need to develop your assets, not concentrate on your exigencies. You can do that. If you had  
529 Betsy Fretwell around to help you, I think you can do it. And by the way, I'm fair-minded.  
530 Betsy, I have other comments to make about you too. You will hear that sooner, than later.  
531 Thank you very much.

532

533 **MAYOR GOODMAN**

534 Yes, Ma'am. Clock, please.

**CITY COUNCIL MEETING  
NOVEMBER 5, 2003**

**VERBATIM TRANSCRIPT: ITEM 67**

535 **DEBBIE ANTHONY**

536 My name is Debbie Anthony. And I think I have something to say about the parks and – stuff  
537 like that. What I suggest on what we should do is like pass some kind of a law to keep these  
538 parks safe or pass some kind of a bill, like, that would help this Park. Because – I'm concerned  
539 about park safety. If we, if the, if we can't do anything about it, what – should be do then? If the  
540 – State is not, like, somebody should keep those parks open, open to the public, but – there is a  
541 way to keep these parks safe. If you – get what I'm saying. I was hoping maybe you understand  
542 that, Mr. Mayor?

43

544 **MAYOR GOODMAN**

545 No problem.

546

547 **DEBBIE ANTHONY**

548 Okay. Thanks.

549

550 **MAYOR GOODMAN**

551 Thank you very much. All right. I believe the motion is on the floor. Would you want to restate  
552 it again, Councilman?

553

554 **COUNCILMAN MACK**

555 No problem, Your Honor. I'd like to move forward in the dialogue with the State with the intent  
556 of negotiations of the transfer of the State Park, if all – conditions can be met and there is an  
557 approval by the Council prior. I think, but to enter into a dialogue with the State at this time and  
558 then followed by any future action that would have to come forward by the City Council.

559

560 **MAYOR GOODMAN**

561 All right. So as I understand it, the motion is to have a dialogue with the State, not to  
562 negotiate with the State, but have a dialogue with the State and bring back the results of  
563 that dialogue to the Council for future consideration?



**CITY COUNCIL MEETING  
NOVEMBER 5, 2003**

**VERBATIM TRANSCRIPT: ITEM 67**

564 **COUNCILMAN MACK**

565 Right. And I also added to have the zoo put on a future Council agenda.

566

567 **MAYOR GOODMAN**

568 Yeah, there's no problem with that. Manager's office, if you would agendize the issue of the zoo  
569 so we can properly discuss it.

570

571 **BETSY FRETWELL**

572 We'll be happy to do that.

573

574 **COUNCILMAN BROWN**

575 Your Honor?

576

577 **MAYOR GOODMAN**

578 Very good. Yes, Councilman?

579

580 **COUNCILMAN BROWN**

581 I'd like to clarify your clarification.

582

583 **MAYOR GOODMAN**

584 Yes.

585

586 **COUNCILMAN BROWN**

587 What – I don't want is us to go talk to the State and tell the Council that we talked to the State. I  
588 – whether we use talk, dialogue, negotiate, the next action that's brought back before the  
589 Council, I would like to understand the defined parameters on what the State expectations are  
590 and some of these unanswered questions that were raised today. So, as long as clarifying talk  
591 means talk but bring back some real information. I just don't want this to string out for six  
592 months or six years. Let's make a decision, if this is the right thing to do. Especially in light of

**CITY COUNCIL MEETING  
NOVEMBER 5, 2003**

**VERBATIM TRANSCRIPT: ITEM 67**

593 one of the staff recommendations from the timing of our budget cycle in the Spring. Let's at  
594 least try to get further detailed on the overall situation.

595

596 **COUNCILMAN MACK**

597 Your Honor?

598

599 **MAYOR GOODMAN**

600 Councilman.

601

602 **COUNCILMAN MACK**

603 You know, maybe I can open this up for discussion, but maybe I can amend my – motion to enter  
604 negotiations. Negotiations doesn't necessarily mean that we are – making a – conveyance. It's  
605 negotiating, it's discussing.

606

607 **MAYOR GOODMAN**

608 Yeah, but, my problem with that, Councilman, and that's the reason I was trying to be artful in  
609 my suggestion about discussions rather than negotiations. Until the issues that Councilman  
610 Reese raised as far as being able to maintain the existing parks and the issues that our Marshal  
611 raised and Mr. Haugsness raised, I don't know whether we're in a position to negotiate. We  
612 don't know from which deck we're playing. I think –

613

614 **COUNCILMAN REESE**

615 Well, let – me, I – would like to say something, though.

616

617 **MAYOR GOODMAN**

618 Go ahead.

**CITY COUNCIL MEETING  
NOVEMBER 5, 2003**

**VERBATIM TRANSCRIPT: ITEM 67**

619 **COUNCILMAN REESE**

620 Okay, and this, again, I hope I'm not breaking the Open Meeting Law. I – believe that even if we  
621 don't, I mean, I'm not, I'm – all in favor of a zoo, but I still think that the zoo has the ability to  
622 also negotiate with the State, if they want to put the zoo there, if it is a State property. And with  
623 that said, I'm going to shut up.

624

625 **MAYOR GOODMAN**

626 Okay. I would like to, my – personal pleasure would be not to use the word negotiations. I think  
27 that we can have discussions and bring back the results pending those discussions and then, if we  
628 feel that we have enough facts as requested by the Councilman, then we could enter into  
629 negotiations.

630

631 **COUNCILMAN MACK**

632 Well, I – have the same concerns that Councilman Brown has, is that, you know, I don't want  
633 this to stretch on for six months or six years. Can we – put a –

634

635 **MAYOR GOODMAN**

636 30 days.

637

638 **COUNCILMAN MACK**

639 – a 30-day condition or, on this?

640

641 **MAYOR GOODMAN**

642 Sure. Sure, 30 days is a long time (inaudible)

643

644 **COUNCILMAN MACK**

645 (inaudible) forward. Okay.

**CITY COUNCIL MEETING  
NOVEMBER 5, 2003**

**VERBATIM TRANSCRIPT: ITEM 67**

646 **MAYOR GOODMAN**

647 Okay. With that understanding?

648

649 **COUNCILMAN MACK**

650 That'll be my motion, Your Honor.

651

652 **MAYOR GOODMAN**

653 Okay. Let's vote, please. Post, please. Motion carries. (**Motion carried with REESE voting**

54 **NO**) Thank you.

655 **(END OF DISCUSSION)**

656 /dd/vwd;vwd

*City of Las Vegas*

Agenda Item No. 68

**AGENDA SUMMARY PAGE**  
**CITY COUNCIL MEETING OF: NOVEMBER 5, 2003**

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**DEPARTMENT: BUSINESS DEVELOPMENT****DIRECTOR: IAIN VASEY (ACTING)**☐**CONSENT**☒**DISCUSSION****SUBJECT:**

Report regarding the United States Postal Service proposed relocation of the Post Office from the historic Federal Post Office at 301 Stewart Avenue (APN #139-34-501-006) to a new site to be selected in the downtown area; to include information on how the public can comment on aforementioned proposed relocation - Ward 5 (Weekly)

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

In order to update the City Council regarding the proposed relocation of the Post Office from the historic Federal Post Office at 301 Stewart and to give information to the public on where they can send their comments with respect to said relocation.

**RECOMMENDATION:**

Report only; no action required

**BACKUP DOCUMENTATION:**

Site Map

**MOTION:**

None required. A report was given.

**MINUTES:**

TOM GREEN, Deputy City Attorney, indicated that this matter was placed on the agenda to allow the United States Postal Service to make a presentation on the procedure they must undertake to accomplish a relocation to another site in the downtown area. He introduced JACK DAVIDSON, Manager of Real Estate for the Pacific Coast Region, United States Post Office.

MR. DAVIDSON stated that the postal service has a rather extensive community involvement process whenever one of its retail facilities is affected. He read a letter, which was not submitted for the record, indicating that the Post Office has agreed to vacate the facility at 301 Stewart and turn it over to the City prior to the expiration of the lease contract on 12/31/2004. He outlined the particulars of what that would involve based on a recent study. Approximately 6,080 square feet of net interior space on a site of about 52,052 square feet would be needed. Every effort will be made to maintain the new facility within the downtown business area of Las Vegas. The preferred new site should be in the area bounded on the north by Stewart, on the south by Bonneville, on the east by Sixth, and on the west by Main.

*City of Las Vegas***Agenda Item No. 68****CITY COUNCIL MEETING OF NOVEMBER 5, 2003****Business Development**

Item 68 – Report regarding the United States Postal Service proposed relocation of the Post Office from the historic Federal Post Office at 301 Stewart Avenue (APN #139-34-501-006) to a new site to be selected in the downtown area; to include information on how the public can comment on aforementioned proposed relocation

**MINUTES – Continued:**

In compliance with existing postal regulations, the City, or any member of the community, may appeal this decision or provide any comments within the next 30 days. Such letter of appeal should be directed to the Vice President of Facilities, Lorena Maquido, 395 Oyster Point Boulevard, #225, South San Francisco, California 94080-0300. A local contact to send comments to is TERRY FELIX, Manager of Administrative Service for the Las Vegas District, 1001 East Sunset Boulevard, Las Vegas, Nevada 89199-9991, telephone number 702-597-3701.

TOM McGOWAN, Las Vegas resident, remarked that the boundary set by MR. DAVIDSON is constrained and limited. Perhaps the Post Office should consider relocating to 601 East Fremont or the 61 acres. He hopes the post office is kept in the downtown area because he goes there frequently. Lastly, he was glad to see the City allowing public comment on this matter prior to Council action. That is the way it should be done on all matters. He offered to submit his proposal for the new post office facility.

TODD FARLOW, 240 N. 19<sup>th</sup> Street, requested clarification, as he was under the impression that the Foley building was being renovated to accommodate the new post office. MAYOR GOODMAN indicated that he has never heard of such a proposal.

DEBBIE ANTHONY suggested that everyone work together in order to make things better for this community.

ISAAC HENDERSON, 7600 W. Charleston, offered his assistance to put together the numbers for federal assistance.

(10:22 – 10:31)

**1-2902**

# Site Map



68



*City of Las Vegas*

Agenda Item No. 69

**AGENDA SUMMARY PAGE**  
**CITY COUNCIL MEETING OF: NOVEMBER 5, 2003**

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

Discussion and possible action on Appeal of Work Card Denial: Melinda (Mindy) Lou George, 6409 1/2 Alisha Circle, Las Vegas, Nevada 89130

**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 – APPROVED the appeal, thereby granting a temporary site-specific work card, with a six-month (5/5/2004) review - UNANIMOUS**

**MINUTES:**

The appellant was present.

DETECTIVE STACY RODD, Las Vegas Metropolitan Police Department, reported that the investigative report came back late, but it provided a significant criminal history that the Council should review. Some incidents occurred as recently as 2000. However, a confirmed employment support letter from SHARON HABBERFELD was received.

MS. HABBERFELD came forward and averred that she is aware of MS. GEORGE'S criminal background and expressed a willingness to employ her despite that. She is confident that MS. GEORGE will become a productive member of society. COUNCILMAN REESE thanked MS. HABBERFELD for taking the time to appear.

There was no further discussion.

(10:31 – 10:34)

1-3359



RECEIVED  
CITY CLERK

2003 OCT 16 P 2:26

October 16, 2003

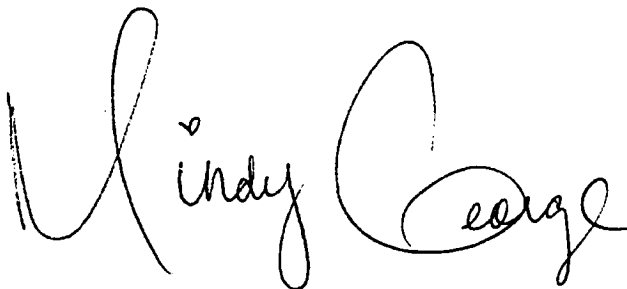
City Clerk  
City of Las Vegas  
400 Stewart Avenue  
Las Vegas, Nevada 89101

To Whom It May Concern:

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

Sincerely,

Melinda (Mindy) Lou George  
6409 ½ Alishia Circle  
Las Vegas, NV 89130

A handwritten signature in cursive script that reads "Mindy George". The first name "Mindy" is written with a large, stylized 'M' and a small heart symbol above the 'y'. The last name "George" is written in a similar cursive style.

10/16/03



October 16, 2003

Melinda (Mindy) Lou George  
6409 1/2 Alisha Circle  
Las Vegas, NV 89130

Re: **WORK CARD APPEAL**

Dear Ms. George:

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 November 5, 2003.

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,

**KRISTENE HONZIK  
DEPUTY CITY CLERK I**

/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  
TTY 702.386.9108  
www.ci.las-vegas.nv.us

*City of Las Vegas*

Agenda Item No. 70

**AGENDA SUMMARY PAGE**  
**CITY COUNCIL MEETING OF: NOVEMBER 5, 2003**

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

Discussion and possible action on Appeal of Work Card Denial: Patricia Lynn Dioguardi, 1148 June Avenue, Las Vegas, Nevada 89104

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

1. Appellant Letter of Appeal and City Clerk Notification Letter to Appellant
2. Letter of support from Griffith United Methodist Preschool

**MOTION:**

**REESE – WITHDREW the Appeal as recommended by the Las Vegas Metropolitan Police Department - UNANIMOUS**

**MINUTES:**

The appellant was not present.

DETECTIVE STACY RODD, Las Vegas Metropolitan Police Department, indicated that MS. DIOGUARDI'S offer of employment was withdrawn. A letter stating as such was submitted to JIM DiFIORE, Manager, Business Services.

There was no further discussion.

(10:34 – 10:35)

1-3571

RECEIVED  
CITY CLERK  
2003 OCT - 8 P 12:59

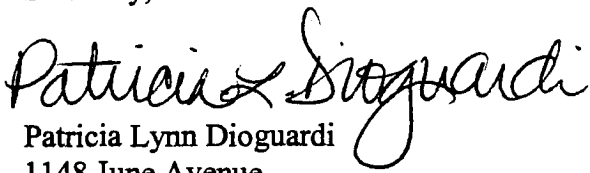
October 8, 2003

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

To Whom It May Concern:

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

Sincerely,



Patricia Lynn Dioguardi  
1148 June Avenue  
Las Vegas, NV 89104



MAYOR  
OSCAR B. GOODMAN

CITY COUNCIL  
GARY REESE  
(MAYOR PRO-TEM)  
LARRY BROWN  
LYNETTE B. McDONALD  
WRENCE WEEKLY  
MICHAEL MACK  
JANET MONCRIEF

CITY MANAGER  
DOUGLAS A. SELBY

October 8, 2003

Patricia Lynn Dioguardi  
1148 June Avenue  
Las Vegas, NV 89104

Re: **WORK CARD APPEAL**

Dear Ms. Dioguardi:

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 November 5, 2003.

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 "Vicky Darling".

VICKY DARLING  
ASSISTANT 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  
TTY 702.386.9108  
www.ci.las-vegas.nv.us

## Griffith United Methodist Preschool

1701 E. Oakley Blvd.  
Las Vegas, NV 89104  
(702) 382-7836  
Fax (702) 384-1961

October 8, 2003

Las Vegas Metropolitan Police Dept.  
Las Vegas, Nevada

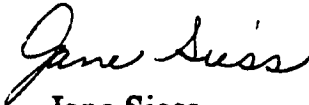
REGARDING: Work Card for Patricia Dioguardi

Griffith UMC Pre-School has offered Patricia Dioguardi a part-time position as a caregiver in our pre-school.

We are aware of her probationary status. As long as her felony charge did not involve violent acts or aggression toward children, we would like to hire her.

She has proven herself as a good mother as we have two of her children enrolled. We feel she is a responsible person.

Sincerely,



Jane Siess  
Director

Griffith United Methodist Pre-School

JANE SIESS  
*Director/Administration*

Phone (702) 382-7836  
Fax (702) 384-1961

1701 E. Oakley Blvd.,  
Las Vegas, Nevada 89104

*City of Las Vegas*

Agenda Item No. 71

**AGENDA SUMMARY PAGE****CITY COUNCIL MEETING OF: NOVEMBER 5, 2003****DEPARTMENT: CITY ATTORNEY****DIRECTOR: BRADFORD R. JERBIC**☐**CONSENT**☒**DISCUSSION****SUBJECT:**

Discussion and possible action on Appeal of Work Card Denial: Loretta Lynn Carr, 5542 Adrian Circle, Las Vegas, Nevada 89122

**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 STRIKE Items 30, 48, 71, and 77 - UNANIMOUS**

**MINUTES:**

There was no related discussion.

(9:35 – 9:37)

**1-958**

RECEIVED  
CITY CLERK

2003 OCT 16 P 12:38

October 16, 2003

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

To Whom It May Concern:

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

Sincerely,



Loretta Lynn Carr  
5542 Adrian Circle  
Las Vegas, NV 89122





MAYOR  
OSCAR B. GOODMAN

CITY COUNCIL  
GARY REESE  
(MAYOR PRO-TEM)  
LARRY BROWN  
LYNETTE B. McDONALD  
LAWRENCE WEEKLY  
MICHAEL MACK  
JIM MONCRIEF

CITY MANAGER  
DOUGLAS A. SELBY

October 16, 2003

Loretta Lynn Carr  
5542 Adrian Circle  
Las Vegas, NV 89122

Re: **WORK CARD APPEAL**

Dear Ms. Carr:

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 November 5, 2003.

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,

  
**VICKY DARLING**  
**ASSISTANT 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  
TTY 702.386.9108  
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*City of Las Vegas*

Agenda Item No. 72

**AGENDA SUMMARY PAGE**  
**CITY COUNCIL MEETING OF: NOVEMBER 5, 2003**

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

**ABEYANCE ITEM** - Hearing, discussion and possible action regarding complaint seeking disciplinary action against Li Sheng Zhang d/b/a Joyful Massage Therapy, 2009 Paradise Road, Las Vegas, Clark County, Nevada, for violations of Title 6 of the Las Vegas Municipal Code - Ward 3 (Reese)

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

Hearing, discussion and possible action regarding disciplinary complaint.

**RECOMMENDATION:**

Recommend revocation of Massage Establishment License No. M03-000105-4-092697.

**BACKUP DOCUMENTATION:**

Submitted at the meeting: Complaint for Disciplinary Action with attached evidence documentation behind tabs 9, 10, and 11 and an additional three groups of documentation by City Attorney Jerbic and a torn subpoena by Attorney John Wawerna

**MOTION:**

**REESE – ABEYANCE to 11/19/2003 with direction to staff that the applicant will not be permitted to reopen under any circumstances pending Council action on 11/19/2003 – UNANIMOUS**

**NOTE:** The initial motion for approval of revocation of the license by REESE, which carried unanimously, was reconsidered upon a second motion by GOODMAN, which also carried unanimously. Subsequently, a third motion by REESE for abeyance to 11/19/2003, which carried unanimously, was reconsidered upon a fourth motion by REESE, which also carried unanimously.

**NOTE:** COUNCILMAN MACK disclosed that this location is close to a SuperPawn shop owned by his brother, STEVEN MACK, for whom he is a consultant. He does not believe that his brother's store would be affected by the matter and his brother has not approached him regarding this; therefore, he would be participating and voting.

*City of Las Vegas***Agenda Item No. 72****CITY COUNCIL MEETING OF NOVEMBER 5, 2003****City Attorney****Item 72 – Li Sheng Zhang d/b/a Joyful Massage Therapy****MINUTES:****NOTE: A Verbatim Transcript is made a part of the Final Minutes.****APPEARANCES:****OSCAR GOODMAN, Mayor****BRAD JERBIC, City Attorney****JOHN WAWERNA, Attorney, appearing on behalf of LI SHENG ZHANG, who was also present****MICHAEL MACK, Councilman****JIM DiFIORE, Manager Business Services****GARY REESE, Councilman****LYNETTE BOGGS McDONALD, Councilwoman****BILL HENRY, Sr. Litigation Counsel****JANET MONCRIEF, Councilwoman****JOHN REDLEIN, Assistant City Attorney****BARBARA JO RONEMUS, City Clerk****(10:35 – 11:09/3:52 – 3:57/4:05 – 4:07)****1-3618/2-1/5-2745/5-3458**

BEFORE THE CITY COUNCIL  
OF THE CITY OF LAS VEGAS, NEVADA

\* \* \*

IN THE MATTER OF:

DEPARTMENT OF FINANCE AND  
BUSINESS SERVICES on behalf of the  
CITY OF LAS VEGAS, NEVADA,

Petitioner,

vs.

LI SHENG ZHANG d/b/a JOYFUL  
MASSAGE THERAPY,

Respondent.

**COMPLAINT FOR  
DISCIPLINARY ACTION**

The DEPARTMENT OF FINANCE AND BUSINESS SERVICES, on behalf of the CITY OF LAS VEGAS, NEVADA (Department), Petitioner, makes this Complaint for Disciplinary Action involving LI SHENG ZHANG d/b/a JOYFUL MASSAGE THERAPY, 2009 Paradise Road, Las Vegas, Clark County, Nevada, Respondent, and states:

1. Respondent LI SHENG ZHANG, in his business capacity as owner and operator of JOYFUL MASSAGE THERAPY, holds Massage Establishment License No. M03-000105-4-092697.
2. Respondent LI SHENG ZHANG, in his personal capacity, held Independent Massage Therapist License No. M12-00515-3-092697, which was revoked by the Department on February 24, 2003.
3. MEI JUAN ZHENG held Independent Massage Therapist License No. M12-00535-6-092757, which she surrendered as part of a plea agreement on October 23, 2002, in Las Vegas Municipal Court.

Submitted at City Council

11/5/2003 #72

4. Records in the Department's possession reflect that the ownership of JOYFUL MASSAGE THERAPY, 2009 Paradise Road, Las Vegas, Clark County, Nevada, is in the name of LI SHENG ZHANG.

5. LVMC § 6.06.250 relevantly provides:

(A) A licensee may be subject to disciplinary action as set forth in Sections 6.02.330 through 6.02.360.

(B) A principal approved for suitability may be subject to disciplinary action by the City Council for good cause, which may include, but is not limited to:

....

(6) The principal has committed acts which would constitute a crime . . . involving any Federal, State or local law or regulation relating to the same or a similar business;

(7) When substantial information exists which tends to show that the principal is dishonest or corrupt . . . [Emphasis added.]

6. LVMC § 6.52.170 relevantly provides:

(B) The City Council may deny, revoke or suspend a massage establishment license for good cause, which includes but is not limited to:

....

(2) Two convictions of any person or persons who are required to be licensed under this Chapter for solicitation of prostitution on the massage establishment premises within the preceding three-year period. [Emphasis added.]

7. LVMC § 6.02.330 relevantly provides:

The licensee may be subject to disciplinary action by the City Council for good cause, which may, without limitation, include:

....

(C) The licensee or any of its principals has been convicted of an act which constitutes a crime which involves moral turpitude or involves any local, state or federal law or regulation which relates to the same or a similar business;

....

(H) The actual business activity constitutes a public or private nuisance, or has been or is being conducted in an unlawful, illegal or impermissible manner. [Emphasis added.]

8. LVMC § 6.02.350 relevantly provides:

A licensee under this Chapter shall be subject to disciplinary action not only for acts or omissions done by such licensee but also for acts and omissions done by the principals, managers, agents, representatives, servants or employees of such licensee. [Emphasis added.]

9. Records held by and investigation conducted by the Business Services Division of the City of Las Vegas' Department of Finance and Business Services reveal that licensee, LI SHENG ZHANG, was arrested June 14, 2002, for Solicitation of Prostitution while working on the premises of JOYFUL MASSAGE THERAPY as an independent massage therapist. An undercover female officer paid \$80 for a massage and during the course of receiving it LI SHENG ZHANG made several attempts to force himself on her in a sexual manner. LI SHENG ZHANG was arrested, charged under Las Vegas Municipal Court Case No. C0520671A with Solicitation of Prostitution, and convicted January 15, 2003.

10. Records held by and investigation conducted by the Business Services Division of the City of Las Vegas' Department of Finance and Business Services reveal that licensee, MEI JUAN ZHENG, working as an independent massage therapist at JOYFUL MASSAGE THERAPY, was arrested December 11, 2001, for Solicitation of Prostitution. An undercover officer paid \$60 for a massage. During the course of the massage, MEI JUAN ZHENG inquired of the officer if he wished her to massage his penis. He inquired how much that would cost. She replied, "You pay when I finish." MEI JUAN ZHENG was arrested, charged in the Las Vegas Municipal Court under Case No. C0519756A with Solicitation of Prostitution and as part of a plea bargain agreed to surrender her Independent Massage Therapist License No. M12-00535-6-092757. She surrendered that license on October 23, 2002.

11. MEI JUAN ZHENG was arrested for Loitering for Purposes of Prostitution on May 23, 2002, while working at JOYFUL MASSAGE THERAPY. An undercover police officer paid \$40 for a massage. MEI JUAN ZHENG suggested to the officer that she might

1 make available to him services contrary to law. He stated to her that he wanted a "hand job,"  
2 and pointed to his genitals. As MEI JUAN ZHENG moved to accommodate the officer's  
3 request she was arrested, charged in the Las Vegas Municipal Court under Case No.  
4 C0520669A with Loitering for Purposes of Prostitution and upon her plea of nolo conten-  
5 dere January 8, 2003, was found guilty.

6 12. The allegations set forth above constitute grounds for disciplinary action with  
7 respect to LI SHENG ZHANG d/b/a JOYFUL MASSAGE THERAPY pursuant to LVMC §§  
8 6.02.330, 6.06.250, and 6.52.170.

### 9 ALLEGATION

10 13. As a result of these convictions, and the plea bargain, the Department alleges  
11 that LI SHENG ZHANG d/b/a JOYFUL MASSAGE THERAPY has operated in an illegal  
12 manner, contrary to law, and in violation of LVMC §§ 6.02.330, 6.06.250, and 6.52.170.

13 14. LVMC § 6.06.260 provides:

14 (A) Upon a showing of good cause and in the discretion of  
15 the City Council disciplinary action against a principal ap-  
16 proved for suitability may take the form of cancellation, revoca-  
17 tion, suspension, imposition of conditions or restrictions, or civil  
18 fines (or any combination thereof) as the particular situation may  
19 require.

20 (B) The Council may also impose against the principal the  
21 actual cost incurred, and a reasonable amount for attorneys' fees  
22 resulting, from the imposition of disciplinary action.

23 (C) The disciplinary actions available in this section shall  
24 be in addition to, and not exclusive of, any other civil or criminal  
25 remedy which otherwise might be available. [Emphasis added.]

26 WHEREFORE, the Petitioner respectfully requests the City Council to:

27 A. Approve the Complaint for Disciplinary Action and order a disciplinary hearing  
28 at which the Respondent shall appear and show cause why the license that is the subject of this  
Complaint should not be suspended or revoked, or other disciplinary action taken; or

.....

.....

.....

1 B. Grant such other and further relief as the Council deems appropriate.

2 DATED this 9<sup>th</sup> day of September, 2003.

3 RESPECTFULLY SUBMITTED:

4  
5 By:



MARK R. VINCENT, Director  
Finance and Business Services

6  
7 BRADFORD R. JERBIC  
8 City Attorney

9 By:



WILLIAM P. HENRY  
Senior Litigation Counsel  
Nevada Bar No. 101  
400 Stewart Avenue, Ninth Floor  
Las Vegas, NV 89101  
Attorneys for CITY OF LAS VEGAS





DATE OF PRINT: 08/05/03

## JUDGMENT

CITY OF LAS VEGAS

PAGE 1 OF 3

VS

DEF:ZHANG, LISHENG

SS#:616-80-3602 DOB:03/15/61

HIST#:0943087

AKA:

ID#:1797532 SID#:

DR#:5232990

CASE NUMBER: C-0520671-A VDT:05/23/02 OCTDT:05/24/02 OB:1000 OCD: ■ ■ ■ ■

NRS:201.354

CLO:10.36.030

CFR:

VIOL CODE: 5701

VIOL: SOLICITING/PROSTITUTION

ACC:

SCH ZN:

PREV: DRINK:

|       |         |    |      |     |     |       |    |       |         |      |      |      |
|-------|---------|----|------|-----|-----|-------|----|-------|---------|------|------|------|
| SMRY: | PUR REC | BW | FBDU | FPD | BPD | AD AP | AB | CD CP | CB BOND | FEED | FEEP | TDUE |
| CPLT: |         |    | 100  | 100 |     | 60 60 |    | 10 10 |         |      |      |      |

TOTAL DUE:

AC NS:

| TYP | PW | ACTDT            | ACTION                             | JUDGE     | CLERK |
|-----|----|------------------|------------------------------------|-----------|-------|
| T   | I  | 05/23/02         | CONTINUANCE GRANTED                |           | GEN   |
|     |    | CONT DT:05/24/02 | DEPT: V PURPOSE: PROBABLE CAUSE    | TIME:1400 |       |
| T   | I  | 05/24/02         | VIDEO DEPARTMENT OFF               |           | APU   |
| T   | I  | 05/24/02         | ADM ASSESSMENT BAIL POSTED=105     |           | APU   |
| T   | I  | 05/24/02         | CONST ASSESMENT FEE BAIL POSTED=10 |           | APU   |
| T   | I  | 05/24/02         | CASH BAIL POSTED= 1000             |           | APU   |
| T   | N  | 05/24/02         | RELEASE FROM JAIL                  |           | APU   |
|     |    | CONT DT:06/24/02 | DEPT:3 PURPOSE: ARRAIGNMENT        | TIME:1300 |       |
| T   | B  | 06/24/02         | ATTRNY OF RCRD:GORDON              | EBK       | LD1   |
| T   | B  | 06/24/02         | INTERPRETER NEEDED SEE NOTATION    | EBK       | LD1   |
| T   | B  | 06/24/02         | SEE NOTATION LINES: 1              | EBK       | LD1   |
| T   | B  | 06/24/02         | PLED NOT GUILTY                    | EBK       | LD1   |
|     |    | CONT DT:08/06/02 | DEPT:3 PURPOSE: TRIAL              | TIME:1500 |       |
| T   | A  | 07/25/02         | CONTINUANCE GRANTED                | EBK       | LD1   |
|     |    | CONT DT:08/29/02 | DEPT:3 PURPOSE: TRIAL SETTING      | TIME:1430 |       |
| T   | B  | 08/29/02         | CONTINUANCE GRANTED                | JPL       | LD1   |
|     |    | CONT DT:10/23/02 | DEPT:3 PURPOSE: TRIAL              | TIME:1030 |       |

DATE OF PRINT: 08/05/03

## JUDGMENT

CITY OF LAS VEGAS  
VS

PAGE 2 OF 3

DEF:ZHANG, LISHENG

SS#:616-80-3602 DOB:03/15/61

HIST#:0943087

AKA:

ID#:1797532 SID#:

DR#:5232990

CASE NUMBER: C-0520671-A VDT:05/23/02 OCTDT:05/24/02 OB:1000 OCD: ■ ■ ■ ■

## ACTIONS: (CONTINUED)

| TYP              | PW | ACTDT    | ACTION                              | JUDGE     | CLERK |
|------------------|----|----------|-------------------------------------|-----------|-------|
| T                | B  | 10/23/02 | TBA1059                             | EBK       | LD1   |
| CONT DT:01/08/03 |    |          | DEPT:3 PURPOSE: TRIAL               | TIME:1500 |       |
| T                | B  | 01/08/03 | TBA404                              | EBK       | LD1   |
| T                | B  | 01/08/03 | CHANGE PLEA TO NOLO CONTENDERE      | EBK       | LD1   |
| CONT DT:01/15/03 |    |          | DEPT:3 PURPOSE: SENTENCING          | TIME:1400 |       |
| T                | B  | 01/15/03 | TBA213                              | EBK       | PAW   |
| T                | B  | 01/15/03 | FOUND GUILTY-FINE IMPOSED= 100      | EBK       | LD1   |
| T                | Y  | 01/15/03 | ADM ASSESS FEE DUE= 60              | EBK       | GEN   |
| T                | B  | 01/15/03 | READY FOR REFUND                    | EBK       | LD1   |
| T                | N  | 01/22/03 | CONVERT ADM ASSESSMNT TO PAID= 60   | EBK       | KF1   |
| T                | N  | 01/22/03 | CONVERT CONS ASSES FEE BLPD TO PAID | EBK       | KF1   |
| T                | N  | 01/22/03 | BAIL CONVERTED TO FINE:100          | EBK       | KF1   |
| T                | N  | 01/22/03 | SEE NOTATION LINES: 2               | EBK       | KF1   |
| T                | N  | 01/23/03 | ADM ASSESSMENT REFUND DUE= 45       | EBK       | ECR   |

DATE OF PRINT: 08/05/03

## JUDGMENT

CITY OF LAS VEGAS  
VS

PAGE 3 OF 3

DEF:ZHANG, LISHENG  
AKA:SS#:616-80-3602 DOB:03/15/61  
ID#:1797532 SID#:HIST#:0943087  
DR#:5232990

CASE NUMBER: C-0520671-A VDT:05/23/02 OCTDT:05/24/02 OB:1000 OCD: ■ ■ ■ ■

## ACTIONS: (CONTINUED)

| TYP | PW | ACTDT    | ACTION                               | JUDGE | CLERK |
|-----|----|----------|--------------------------------------|-------|-------|
| T   | Y  | 01/23/03 | REFUND DUE= 900                      | EBK   | ECR   |
| T   | N  | 01/24/03 | REFUND ISSUED ON CHECK NO: 009807    | EBK   | GEN   |
| T   | N  | 01/24/03 | REF ISS ON ADM ASSESSMNT CK#: 009807 | EBK   | GEN   |

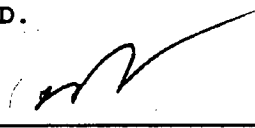
## NOTATIONS:

1. MANDARIN 2. RFC REV 3. 4.

DISPOSITION DISP. DATE

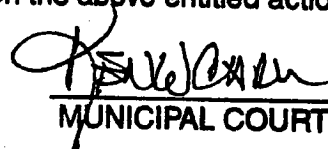
COMPLAINT: FP 100 01/24/03

I SWEAR THAT THIS IS A TRUE AND ACCURATE RECORD.

JUDGE'S SIGNATURE: 

JUDGE ELIZABETH B. KOLKOSKI

HEREBY CERTIFY that this is a full,  
true and correct copy of the PROCEEDINGS  
made and entered  
on the above entitled action.

  
MUNICIPAL COURT CLERK

## IN THE MUNICIPAL COURT OF THE CITY OF LAS VEGAS, NEVADA

City of Las Vegas

vs.

Lisheng Zhang

CASE NO.

C-520471A

CRIMINAL CHARGE:

Solic Prost.

CITATION CHARGE:

PCN:

AKA \_\_\_\_\_ ID# 1797532 DR# \_\_\_\_\_ARREST DATE/TIME: 5.23.02 RELEASE DATE: 5.24.02 BOND/BAIL: CASH \$ 1115.ATTORNEY OF RECORD: 2330 GARDON 1349

## ARRAIGNMENT

Now on \_\_\_\_\_, the above defendant came before the Court for Arraignment. The Defendant:

☒ Present ☐ Not Present ☐ Presence Waived ☒ Represented by Counsel ☐ Waived Counsel ☐ In-custody

☐ Defendant advised of his/her rights, and the charges by the Court ☐ Complaint dismissed by City

The Defendant entered a plea of: ☐ Guilty ☒ Not Guilty ☐ Nolo Contendre

Pretrial Date \_\_\_\_/\_\_\_\_/\_\_\_\_ Defendant told to be present.

## PRETRIAL

Now on \_\_\_\_/\_\_\_\_/\_\_\_\_ ☐ Charge Amended to \_\_\_\_\_

☐ Change of Plea to \_\_\_\_\_ ☐ Maintained Not Guilty Plea

☐ Submitted on Record ☐ Dismissed by City ☐ In-custody

☐ Present ☐ Not Present ☐ Presence Waived ☐ Represented by Counsel ☐ Waived Counsel

## PROCEEDINGS

## APPEARANCE HEARING

## CONTINUED TO

|                                                                                                                                                                                                                                                                                                 |                                          |                                                                                                              |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------|--------------------------------------------------------------------------------------------------------------|
| Date: MO. Day Yr.<br><u>5</u> <u>24</u> <u>102</u><br><input type="checkbox"/> Defendant Present <input type="checkbox"/> Not Present<br><input type="checkbox"/> In Custody <input type="checkbox"/> Counsel Present<br>City Att _____<br>Clerk <u>CRT</u><br>Judge _____                      | RELEASE: BOND (BAIL)                     | Date: Mo. Day Yr.<br><u>6</u> <u>24</u> <u>102</u><br>Dept. <u>3</u> Time: <u>1pm</u><br>For <u>AR.</u>      |
| Date: MO. Day Yr.<br><u>6</u> <u>24</u> <u>102</u><br><input checked="" type="checkbox"/> Defendant Present <input type="checkbox"/> Not Present<br><input type="checkbox"/> In Custody <input checked="" type="checkbox"/> Counsel Present<br>City Att _____<br>Clerk _____<br>Judge _____     | Ord MANDARIN                             | Date: Mo. Day Yr.<br><u>8</u> <u>16</u> <u>102</u><br>Dept. <u>3</u> Time: <u>3P</u><br>For <u>TR Set.</u>   |
| Date: MO. Day Yr.<br><u>7</u> <u>25</u> <u>102</u><br><input type="checkbox"/> Defendant Present <input checked="" type="checkbox"/> Not Present<br><input type="checkbox"/> In Custody <input type="checkbox"/> Counsel Present<br>City Att _____<br>Clerk _____<br>Judge _____                | 8-16 time DATE CANCELLED<br>Ord MANDARIN | Date: Mo. Day Yr.<br><u>8</u> <u>29</u> <u>102</u><br>Dept. <u>3</u> Time: <u>2:30</u><br>For <u>TR Set.</u> |
| Date: MO. Day Yr.<br><u>9</u> <u>9</u> <u>102</u><br><input checked="" type="checkbox"/> Defendant Present <input type="checkbox"/> Not Present<br><input type="checkbox"/> In Custody <input checked="" type="checkbox"/> Counsel Present<br>City Att _____<br>Clerk _____<br>Judge <u>ERG</u> | Ord INT.                                 | Date: Mo. Day Yr.<br><u>10</u> <u>23</u> <u>102</u><br>Dept. <u>3</u> Time: <u>3:10:30A</u><br>For <u>T</u>  |

PAGE NO.

2

DEFENDANT

Lisheng Zhang

CASE NO.

C-520671A

CHARGE

Solic. Prost.

MANDARIN

PROCEEDING

PROCEEDINGS  
APPEARANCE — HEARING

CONTINUED TO

DATE

10-23-02

DEFENDANT PRESENT ☒NOT PRESENT ☐IN CUSTODY ☐COUNSEL PRESENT ☒

CITY ATT

CLERK

JUDGE

Sax

DATE

DEFENDANT PRESENT ☒NOT PRESENT ☐IN CUSTODY ☐COUNSEL PRESENT ☒

CITY ATT

CLERK

JUDGE

Sax

DATE

DEFENDANT PRESENT ☒NOT PRESENT ☐IN CUSTODY ☐COUNSEL PRESENT ☒

CITY ATT

CLERK

JUDGE

DATE

DEFENDANT PRESENT ☐NOT PRESENT ☐IN CUSTODY ☐COUNSEL PRESENT ☐

CITY ATT

CLERK

JUDGE

DATE

DEFENDANT PRESENT ☐NOT PRESENT ☐IN CUSTODY ☐COUNSEL PRESENT ☐

CITY ATT

CLERK

JUDGE

DATE

DEFENDANT PRESENT ☐NOT PRESENT ☐IN CUSTODY ☐COUNSEL PRESENT ☐

CITY ATT

CLERK

JUDGE

CA - Burtos motion  
Δ opposed  
mot. grantedrecommendation  
CH No 10  
(100 + 60 + 10)  
Close but Ify 100 + 1053  
RfcHEREBY CERTIFY that this is a full,  
true and correct copy of the Court  
PROCEEDING made and entered  
on the above entitled action.  
PEAR  
MUNICIPAL COURT CLERK

DATE

DEPT. 3

11/15/03

FOR

3P

T

DATE

DEPT. 3

11/15/03  
TIME

FOR

2P

sent.

DATE

DEPT.

TIME

FOR

DATE

DEPT.

TIME

FOR

DATE

DEPT.

TIME

FOR

DATE

DEPT.

TIME

FOR

BRADFORD R. JERBIC  
City Attorney  
400 East Stewart  
Las Vegas, Nevada 89101

MUNICIPAL COURT  
LAS VEGAS NEVADA

2002 JUN 1 P 1:50

FILED

LAS VEGAS MUNICIPAL COURT  
CLARK COUNTY, NEVADA

-oOo-

CITY OF LAS VEGAS,

Plaintiff,

vs.

LISHENG ZHANG,  
ID# 1797532

Defendant.

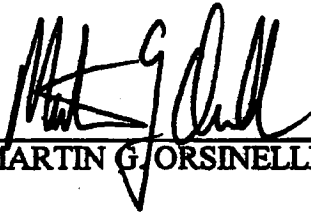
Case No. C 520671 A  
Dept. No. 3  
Code No. 5701

CRIMINAL COMPLAINT

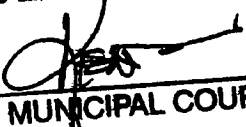
The Defendant has committed the crime of SOLICITING PROSTITUTION (Misdemeanor - LVMC 10.36.020), in the manner following, to-wit: That the said Defendant, on or about the 23rd day of May, 2002, within the City of Las Vegas, State of Nevada, did then and there offer to or agree with another, to-wit: Detective Rader in the area of 2009 Paradise Road, to commit an act of prostitution, to-wit: sexual intercourse, for the sum of \$60.00.

All of which is contrary to the form, force and effect of Statutes in such cases made and provided and against the peace and dignity of the City of Las Vegas, State of Nevada. Said Complainant makes this declaration on information and belief subject to the penalty of perjury.

DATED: June 5, 2002.

  
MARTIN G. ORSINELLI, Complainant

HEREBY CERTIFY that this is a full,  
true and correct copy of the  
CRIMINAL COMPLAINT made and entered  
on the above entitled action.

  
MUNICIPAL COURT CLERK

ARRESTEE'S NAME

(LAST, FIRST, MIDDLE)

Adult

ID/EV# 1797532

ZHANG, LI

Juvenile

ARRESTEE'S ADDRESS (NUMBER, STREET, CITY, STATE, ZIP CODE)

S.S.#

CHARGES:

SOLICITING FOR THE  
PURPOSE OF PROSTITUTION

DOB RACE SEX HEIGHT WEIGHT HAIR EYES PLACE OF BIRTH

OCCURRED

MO

DAY

YR

DAY WK

TIME

LOCATION OF OCCURRENCE (No., Street, City, State, Zip Code)

## CIRCUMSTANCES OF ARREST

On 05/23/02 at approximately 2330 hours, I, Det. D. Rader, P#4918, working in an undercover capacity at the Joyful Massage investigating prostitution related acts that occur inside of massage parlors, was at that location and entered the business and was greeted by an individual who was later identified as Li Zhang, ID# 1797532. I asked Zhang if I could get a massage and he said, "Yes, it is going to cost \$50.00." At that time Zhang lead me to a room in the back and asked me to undress and cover in a towel. Zhang then entered the room and began to massage my back. While Zhang was doing that, I asked him if I could get something extra. Zhang then told me to whisper and then locked the door to the massage room that we were in.

I said to Zhang, "Well? Do you do anything else?" and he said, "Yes, what do you like?" I then re-directed my questioning and asked Zhang if the female that was in the other room was his wife and he told me that he was not married. Zhang then proceeded to again ask me what I was interested in and I told Zhang that I UNINTELLIGIBLE, and he said, "We can do that but only if you tip me good." I told Zhang that I only had \$60.00 on me and Zhang said that would be fine. At that time I then gave Zhang the \$60.00 at which time he set it on the chair. Zhang then told me to lay back on the table. I immediately sat up and I told Zhang that I had to go to my vehicle to retrieve a condom. Zhang said, "Ok." I asked Zhang if he would mind wearing a condom and he said, "No." I said, "Ok, \$60.00 is going to be ok?" and he said, "Yes."

At that time I proceeded to my vehicle which was parked in the parking lot and advised assisting Detectives on Squad 3 of the situation. Zhang then exited the building and began to walk south on Paradise from the building. He was taken into custody by Det. S. Digiulio, P#4074. Zhang was arrested for ONE COUNT OF SOLICITING FOR THE PURPOSE OF PROSTITUTION, due to the fact that he agreed to have sexual intercourse with me for a fee of \$60.00. Zhang was transported to the Las Vegas City Jail where he was booked accordingly.

DR/jmi

Tran; 05/24/02-0844 Hrs

Dict: 05/24/02-0041 Hrs

job# 99197

Dissemination is restricted to Criminal  
Justice Agencies ONLY. Secondary  
dissemination to Non-Criminal Justice  
Agencies is PROHIBITED.  
Rel. To: K. COUGHLIN, LVMC  
Date: 8/5/03  
Las Vegas Metropolitan Police Department  
By: [Signature]

Metropolitan Police  
Records Distribution  
Distr. MA 6769  
WVS

SUPERVISOR APPROVING AND P#

ARRESTING OFFICER(S) AND P#

UNIT #

DET. D. RADER, P#4918

INVESTIGATIVE UNITS NOTIFIED &amp; PERSON

CONNECTING RPTS - TYPE OR NUMBER

02/05/23-2990





DATE OF PRINT: 07/10/03

## JUDGMENT

CITY OF LAS VEGAS

PAGE 1 OF 2

VS

DEE: ZHEN, MEI JUAN

SS#: 622-06-4625 DOB: 11/21/61

HIST#: 0892318

AKA:

ID#: 1797726 SID#:

DR#: 2111090

CASE NUMBER: C-0519756-A VDT: 12/11/01 OCTDT: 10/29/02 OB: 1000 OCD:

NRS: 201.354

CLO: 10.36.030

CFR:

VIOL CODE: 5701

VIOL: SOLICITING/PROSTITUTION

ACC: SCH ZN: PREV: DRINK:

SMRY: PUR REC BW FBDU FPD BPD AD AP AB CD CP CB BOND FEED FEED TDUE

CPLT:

TOTAL DUE: -----

=====

## ACTIONS:

| PW                                                              | ACTDT    | ACTION                          | JUDGE | CLERK |
|-----------------------------------------------------------------|----------|---------------------------------|-------|-------|
| T I                                                             | 12/11/01 | CONTINUANCE GRANTED             | EBK   | GEN   |
| CONT DT: 10/29/02 DEPT: 3 PURPOSE: CITY ATTORNEY REV TIME: 0930 |          |                                 |       |       |
| T N                                                             | 06/05/02 | SUMMONS ORDERED                 | MLF   | CMU   |
| CONT DT: 06/24/02 DEPT: 3 PURPOSE: ARRAIGNMENT TIME: 1300       |          |                                 |       |       |
| T N                                                             | 06/06/02 | SUMMONS SERVED                  | MLF   | CMU   |
| CONT DT: 06/24/02 DEPT: 3 PURPOSE: ARRAIGNMENT TIME: 1300       |          |                                 |       |       |
| T B                                                             | 06/24/02 | ATTENY OF RCRD: GORDON          | EBK   | LD1   |
| T B                                                             | 06/24/02 | INTERPRETER NEEDED SEE NOTATION | EBK   | LD1   |
| - B                                                             | 06/24/02 | SEE NOTATION LINES: 1           | EBK   | LD1   |
| T B                                                             | 06/24/02 | PLED NOT GUILTY                 | EBK   | LD1   |
| CONT DT: 08/06/02 DEPT: 3 PURPOSE: TRIAL TIME: 1500             |          |                                 |       |       |
| T N                                                             | 07/11/02 | SEE NOTATION LINES: 2           | EBK   | AM    |
| CONT DT: 07/25/02 DEPT: 3 PURPOSE: MOTIONS/PTS OF AU TIME: 1430 |          |                                 |       |       |
| T A                                                             | 07/25/02 | TBA223                          | EBK   | AM    |
| CONT DT: 08/29/02 DEPT: 3 PURPOSE: HEARING TIME: 1430           |          |                                 |       |       |
| T B                                                             | 08/29/02 | TBA253                          | EBK   | LD1   |
| T B                                                             | 08/29/02 | TFA417                          | JPL   | LD1   |
| CONT DT: 10/23/02 DEPT: 3 PURPOSE: TRIAL TIME: 1500             |          |                                 |       |       |
| T B                                                             | 10/23/02 | TBA412                          | EBK   | LD1   |

DATE OF PRINT: 07/10/03

## JUDGMENT

PAGE 2 OF 2

CITY OF LAS VEGAS

VS

DEF: ZHEN, MEI JUAN

SS#: 622-06-4625 DOB: 11/21/61

HIST#: 0892318

AKA:

ID#: 1797726 SID#:

DR#: 2111090

CASE NUMBER: C-0519756-A VDT: 12/11/01 OCTDT: 10/29/02 OB: 1000 OCD:

## ACTIONS: (CONTINUED)

| TYP               | PW | ACTDT    | ACTION                        | JUDGE      | CLERK |
|-------------------|----|----------|-------------------------------|------------|-------|
| T                 | B  | 10/23/02 | SUBMIT ON RECORD              | EBK        | LD1   |
| T                 | B  | 10/23/02 | STAY OUT OF TROUBLE           | EBK        | LD1   |
| CONT DT: 01/08/03 |    |          | DEPT: 3 PURPOSE: STATUS CHECK | TIME: 0930 |       |
| T                 | B  | 01/08/03 | TBA358                        | EBK        | LD1   |
| T                 | B  | 01/08/03 | DISMISSED PER NEGOTIATIONS    | EBK        | LD1   |

## NOTATIONS:

1. MANDARIN

2. CA REQUEST

3.

4.

DISPOSITION DISP. DATE

COMPLAINT: DN 01/08/03

I SWEAR THAT THIS IS A TRUE AND ACCURATE RECORD.

JUDGE'S SIGNATURE:

JUDGE ELIZABETH B. KOLKOSKI

I HEREBY CERTIFY that this is a  
full, true and correct copy of themade and entered on the above  
entitled action.

MUNICIPAL COURT CLERK

IN THE MUNICIPAL COURT OF THE CITY OF LAS VEGAS, NEVADA

City of Las Vegas  
vs.

CASE NO. C519756A

MEI JUAN ZHENG

CRIMINAL CHARGE: SOL/PROST

CITATION CHARGE: \_\_\_\_\_

PCN: \_\_\_\_\_

AKA \_\_\_\_\_ ID# 1797726 DR# \_\_\_\_\_

ARREST DATE/TIME: 12-11-01 RELEASE DATE: \_\_\_\_\_ BOND/BAIL: \_\_\_\_\_ \$ \_\_\_\_\_

ATTORNEY OF RECORD: H. Gordon

Now on JUN/24/2002, the above defendant came before the Court for Arraignment. The Defendant:  
☒ Present ☐ Not Present ☐ Presence Waived ☒ Represented by Counsel ☐ Waived Counsel ☐ In-custody  
☐ Defendant advised of his/her rights, and the charges by the Court ☐ Complaint dismissed by City  
 The Defendant entered a plea of: ☐ Guilty ☒ Not Guilty ☐ Nolo Contendere

Pretrial Date: \_\_\_\_\_ Defendant told to be present.

Now on \_\_\_\_\_ ☐ Charge Amended to \_\_\_\_\_ **PRETRIAL**

☐ Change of Plea to \_\_\_\_\_ ☐ Submitted on Record ☐ Dismissed by City ☐ In-custody ☐ Maintained Not Guilty Plea  
☐ Present ☐ Not Present ☐ Presence Waived ☐ Represented by Counsel ☐ Waived Counsel

| PROCEEDING                                            |                                                                                                                                                                                       |                                          | PROCEEDINGS<br>APPEARANCE HEARING       |  |  | CONTINUED TO                                       |                                        |                |
|-------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------|-----------------------------------------|--|--|----------------------------------------------------|----------------------------------------|----------------|
| Date: MO. Day Yr.<br><u>12</u> <u>11</u> <u>01</u>    | <input type="checkbox"/> Defendant Present <input type="checkbox"/> Not Present<br><input type="checkbox"/> In Custody <input type="checkbox"/> Counsel Present                       | City Att.<br>Clerk.<br>Judge.            |                                         |  |  | Date: Mo. Day Yr.<br><u>6</u> <u>24</u> <u>02</u>  | Dept. <u>3</u> Time: <u>1Pm</u><br>For | <u>PL</u>      |
| Date: MO. Day Yr.<br><u>JUN</u> <u>24</u> <u>2002</u> | <input checked="" type="checkbox"/> Defendant Present <input type="checkbox"/> Not Present<br><input type="checkbox"/> In Custody <input checked="" type="checkbox"/> Counsel Present | City Att.<br>Clerk.<br>Judge.            |                                         |  |  | Date: Mo. Day Yr.<br><u>8</u> <u>6</u> <u>02</u>   | Dept. <u>3</u> Time: <u>3P</u><br>For  | <u>TR</u>      |
| Date: MO. Day Yr.<br><u>JUL</u> <u>25</u> <u>2002</u> | <input checked="" type="checkbox"/> Defendant Present <input type="checkbox"/> Not Present<br><input type="checkbox"/> In Custody <input checked="" type="checkbox"/> Counsel Present | City Att.<br>Clerk.<br>Judge. <u>EDK</u> | <u>MANDARIN</u><br><u>Ord 1 INTERP.</u> |  |  | Date: Mo. Day Yr.<br><u>8</u> <u>29</u> <u>02</u>  | Dept. <u>3</u> Time: <u>2P</u><br>For  | <u>Hearing</u> |
| Date: MO. Day Yr.<br><u>AUG</u> <u>29</u> <u>02</u>   | <input checked="" type="checkbox"/> Defendant Present <input type="checkbox"/> Not Present<br><input type="checkbox"/> In Custody <input checked="" type="checkbox"/> Counsel Present | City Att.<br>Clerk.<br>Judge. <u>FAK</u> |                                         |  |  | Date: Mo. Day Yr.<br><u>10</u> <u>23</u> <u>02</u> | Dept. <u>3</u> Time: <u>3P</u><br>For  | <u>J</u>       |

11505-010-12/90 8

DEFENDANT MEI Juan Zheng  
CASE NO. C-519756A  
CHARGE Sol./ Prost.

PAGE NO. 2

| PROCEEDING   |                                                                                                                                                                                                                                                                                            | PROCEEDINGS<br>APPEARANCE - HEARING                                                                                                                              |  | CONTINUED TO |         |
|--------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--------------|---------|
| DATE         |                                                                                                                                                                                                                                                                                            |                                                                                                                                                                  |  | DATE         | DEPT.   |
| OCT. 23 2002 | DEFENDANT PRESENT <input checked="" type="checkbox"/><br>NOT PRESENT <input type="checkbox"/><br>IN CUSTODY <input type="checkbox"/><br>COUNSEL PRESENT <input checked="" type="checkbox"/><br>CITY ATT <input type="checkbox"/><br>CLERK <input type="checkbox"/><br>JUDGE <u>SPK</u><br> | Submit m record to 1/8/03<br>Surrender massage license at<br>4601 W. Sahara & W 2nd<br>app. at 2009 Paradise &<br>remain from working as a<br>massage therapist. |  | 1/8/03       | DEPT. 3 |
|              |                                                                                                                                                                                                                                                                                            |                                                                                                                                                                  |  | TIME         | FOR     |
|              |                                                                                                                                                                                                                                                                                            |                                                                                                                                                                  |  |              | SC      |
|              | DEFENDANT PRESENT <input type="checkbox"/><br>NOT PRESENT <input type="checkbox"/><br>IN CUSTODY <input type="checkbox"/><br>COUNSEL PRESENT <input type="checkbox"/><br>CITY ATT <input type="checkbox"/><br>CLERK <input type="checkbox"/><br>JUDGE <input type="checkbox"/><br>         | on 1/8/03 his niss<br>A To plead nolo C520669A<br>Solicitation of Prostitution.<br>500T incl mco<br>100 + 60 + 10 on C520669A                                    |  |              |         |
|              |                                                                                                                                                                                                                                                                                            |                                                                                                                                                                  |  | DATE         | DEPT.   |
|              |                                                                                                                                                                                                                                                                                            |                                                                                                                                                                  |  | TIME         | FOR     |
|              |                                                                                                                                                                                                                                                                                            |                                                                                                                                                                  |  |              |         |
|              | DEFENDANT PRESENT <input type="checkbox"/><br>NOT PRESENT <input type="checkbox"/><br>IN CUSTODY <input type="checkbox"/><br>COUNSEL PRESENT <input type="checkbox"/><br>CITY ATT <input type="checkbox"/><br>CLERK <input type="checkbox"/><br>JUDGE <input type="checkbox"/><br>         | if she fails to comply<br>she will be adjudicated<br>guilty.                                                                                                     |  |              |         |
|              |                                                                                                                                                                                                                                                                                            |                                                                                                                                                                  |  | DATE         | DEPT.   |
|              |                                                                                                                                                                                                                                                                                            |                                                                                                                                                                  |  | TIME         | FOR     |
|              |                                                                                                                                                                                                                                                                                            |                                                                                                                                                                  |  |              |         |
|              | DEFENDANT PRESENT <input type="checkbox"/><br>NOT PRESENT <input type="checkbox"/><br>IN CUSTODY <input type="checkbox"/><br>COUNSEL PRESENT <input type="checkbox"/><br>CITY ATT <input type="checkbox"/><br>CLERK <input type="checkbox"/><br>JUDGE <u>SPK</u><br>                       | DISMISSED<br>PER NEGOTIATIONS                                                                                                                                    |  |              |         |
|              |                                                                                                                                                                                                                                                                                            |                                                                                                                                                                  |  | DATE         | DEPT.   |
|              |                                                                                                                                                                                                                                                                                            |                                                                                                                                                                  |  | TIME         | FOR     |
|              |                                                                                                                                                                                                                                                                                            |                                                                                                                                                                  |  |              |         |
|              | DEFENDANT PRESENT <input type="checkbox"/><br>NOT PRESENT <input type="checkbox"/><br>IN CUSTODY <input type="checkbox"/><br>COUNSEL PRESENT <input type="checkbox"/><br>CITY ATT <input type="checkbox"/><br>CLERK <input type="checkbox"/><br>JUDGE <input type="checkbox"/><br>         |                                                                                                                                                                  |  |              |         |
|              |                                                                                                                                                                                                                                                                                            |                                                                                                                                                                  |  | DATE         | DEPT.   |
|              |                                                                                                                                                                                                                                                                                            |                                                                                                                                                                  |  | TIME         | FOR     |
|              |                                                                                                                                                                                                                                                                                            |                                                                                                                                                                  |  |              |         |
|              | DEFENDANT PRESENT <input type="checkbox"/><br>NOT PRESENT <input type="checkbox"/><br>IN CUSTODY <input type="checkbox"/><br>COUNSEL PRESENT <input type="checkbox"/><br>CITY ATT <input type="checkbox"/><br>CLERK <input type="checkbox"/><br>JUDGE <input type="checkbox"/><br>         |                                                                                                                                                                  |  |              |         |
|              |                                                                                                                                                                                                                                                                                            |                                                                                                                                                                  |  | DATE         | DEPT.   |
|              |                                                                                                                                                                                                                                                                                            |                                                                                                                                                                  |  | TIME         | FOR     |
|              |                                                                                                                                                                                                                                                                                            |                                                                                                                                                                  |  |              |         |

1250-008-1088

I HEREBY CERTIFY that this is a  
full, true and correct copy of the

Minutes  
made and entered on the above  
entitled action.

Shirley Lomick  
MUNICIPAL COURT CLERK

1 BRADFORD R. JERBIC  
2 City Attorney  
3 400 East Stewart  
4 Las Vegas, Nevada 89101

5 LAS VEGAS MUNICIPAL COURT  
6 CLARK COUNTY, NEVADA  
7

8 -oOo-

9 CITY OF LAS VEGAS,

10 Plaintiff,

11 vs.

12 MEI JUAN ZHENG,  
13 ID# 1797726

14 Defendant.

Case No. C519756A/B/C  
Dept. No. 3  
Code No. 5701/9631/9592

CRIMINAL COMPLAINT

15 COUNT A

16 The Defendant has committed the crime of SOLICITING PROSTITUTION  
17 (Misdemeanor - LVMC 10.36.020), in the manner following, to-wit: That the said Defendant, on  
18 or about the 11th day of December, 2001, within the City of Las Vegas, State of Nevada, did then  
19 and there offer to or agree with another, to-wit: Detective Guenther of the Las Vegas  
20 Metropolitan Police Department in the area of 2009 Paradise Road, to commit an act of  
21 prostitution, to-wit: by offering to masturbate Detective Guenther, for an undetermined sum of  
22 money.

23 COUNT B

24 The Defendant has committed the crime of MASSAGE PERSON OF OPPOSITE SEX  
25 (Misdemeanor - LVMC 6.52.120(B)), in the manner following, to-wit: That the said Defendant,  
26 on or about the 11th day of December, 2001, at and within the City of Las Vegas, State of  
27 Nevada, did then and there wilfully and unlawfully being a masseuse/masseur as defined in  
28 Section 6.52.020 of the Las Vegas Municipal Code, massage a person of the opposite sex, to-wit:

1 Detective Guenther of the Las Vegas Metropolitan Police Department in the area of 2009  
2 Paradise Road.

3 COUNT C

4 The Defendant has committed the crime of NO MESSAGE LICENSE (Misdemeanor -  
5 LVMC 6.52.040), in the manner following, to-wit: That the said Defendant, on or about the 11th  
6 day of December 2001, at and within the City of Las Vegas, State of Nevada, did then and there  
7 wilfully and unlawfully engage in, conduct or carry on, or permit to be engaged in, conducted or  
8 carried on, in or upon the premises of 2009 Paradise Road, the operation of a massage  
9 establishment or the practice of massage, without first obtaining and thereafter maintaining a  
10 valid unexpired license or permit pursuant to Title 6 of the Las Vegas Municipal Code.

11 All of which is contrary to the form, force and effect of Statutes in such cases made and  
12 provided and against the peace and dignity of the City of Las Vegas, State of Nevada. Said  
13 Complainant makes this declaration on information and belief subject to the penalty of perjury.

14 DATED: June 5, 2002.

Benard G. Little

15 BENARD G. LITTLE, Complainant  
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Las Vegas City Attorney  
400 E. Stewart Ave., 9th Floor  
Las Vegas, Nevada 89101  
702-229-6201

2

I HEREBY CERTIFY that this is a  
full, true and correct copy of the  
Complaint  
made and entered on the above  
entitled action.

Shirley Lornick  
MUNICIPAL COURT CLERK

DATE OF PRINT: 07/10/03

## JUDGMENT

CITY OF LAS VEGAS

PAGE 1 OF 2

VS

DEF: ZHEN, MEI JUAN

SS#: 622-06-4625 DOB: 11/21/61

HIST#: 0892318

AKA:

ID#: 1797726 SID#:

DR#: 2111090

CASE NUMBER: C-0519756-B VDT: 12/11/01 OCTDT: 10/29/02 OB: 1000 OCD:

NRS: CLO: 6.52.120

CFR:

VIOL CODE: 9631

VIOL: MESSAGE OPPOSITE SEX

ACC: SCH ZN: PREV: DRINK:

SMRY: PUR REC BW FBDU FPD BPD AD AP AB CD CP CB BOND FEED FEED TDUE

CPLT:

TOTAL DUE: +-----

=====

A JNS:

| PW                                                              | ACTDT    | ACTION                          | JUDGE | CLERK |
|-----------------------------------------------------------------|----------|---------------------------------|-------|-------|
| T I                                                             | 12/11/01 | CONTINUANCE GRANTED             | EBK   | GEN   |
| CONT DT: 10/29/02 DEPT: 3 PURPOSE: CITY ATTORNEY REV TIME: 0930 |          |                                 |       |       |
| T N                                                             | 06/05/02 | SUMMONS ORDERED                 | MLF   | CMU   |
| CONT DT: 06/24/02 DEPT: 3 PURPOSE: ARRAIGNMENT TIME: 1300       |          |                                 |       |       |
| T N                                                             | 06/06/02 | SUMMONS SERVED                  | MLF   | CMU   |
| CONT DT: 06/24/02 DEPT: 3 PURPOSE: ARRAIGNMENT TIME: 1300       |          |                                 |       |       |
| T B                                                             | 06/24/02 | ATTNRY OF RCRD: GORDON          | EBK   | LD1   |
| T B                                                             | 06/24/02 | INTERPRETER NEEDED SEE NOTATION | EBK   | LD1   |
| I B                                                             | 06/24/02 | SEE NOTATION LINES: 1           | EBK   | LD1   |
| T B                                                             | 06/24/02 | PLED NOT GUILTY                 | EBK   | LD1   |
| CONT DT: 08/06/02 DEPT: 3 PURPOSE: TRIAL TIME: 1500             |          |                                 |       |       |
| T A                                                             | 07/11/02 | SEE NOTATION LINES: 2           | EBK   | AM    |
| CONT DT: 07/25/02 DEPT: 3 PURPOSE: MOTIONS/PTS OF AU TIME: 1430 |          |                                 |       |       |
| T A                                                             | 07/25/02 | TBA223                          | EBK   | AM    |
| CONT DT: 08/29/02 DEPT: 3 PURPOSE: HEARING TIME: 1430           |          |                                 |       |       |
| T B                                                             | 08/29/02 | TBA253                          | EBK   | LD1   |
| T B                                                             | 08/29/02 | TFA417                          | JPL   | LD1   |
| CONT DT: 10/23/02 DEPT: 3 PURPOSE: TRIAL TIME: 1500             |          |                                 |       |       |
| T B                                                             | 10/23/02 | TBA412                          | EBK   | LD1   |



DATE OF PRINT: 07/10/03

## JUDGMENT

CITY OF LAS VEGAS

PAGE 2 OF 2

VS

DEF: ZHEN, MEI JUAN

SS#: 622-06-4625 DOB: 11/21/61

HIST#: 0892318

AKA:

ID#: 1797726 SID#:

DR#: 2111090

CASE NUMBER: C-0519756-B VDT: 12/11/01 OCTDT: 10/29/02 OB: 1000 OCD:

## ACTIONS: (CONTINUED)

| TYP               | PW | ACTDT    | ACTION                        | JUDGE      | CLERK |
|-------------------|----|----------|-------------------------------|------------|-------|
| T                 | B  | 10/23/02 | SUBMIT ON RECORD              | EBK        | LD1   |
| T                 | B  | 10/23/02 | STAY OUT OF TROUBLE           | EBK        | LD1   |
| CONT DT: 01/08/03 |    |          | DEPT: 3 PURPOSE: STATUS CHECK | TIME: 0930 |       |
| T                 | B  | 01/08/03 | TEA358                        | EBK        | LD1   |
| T                 | B  | 01/08/03 | DISMISSED PER NEGOTIATIONS    | EBK        | LD1   |

## NOTATIONS:

1. MANDARIN

2. CA REQUEST

3.

4.

DISPOSITION DISP. DATE

COMPLAINT: DN 01/08/03

I SWEAR THAT THIS IS A TRUE AND ACCURATE RECORD.

JUDGE'S SIGNATURE: \_\_\_\_\_

JUDGE ELIZABETH B. KOLKOSKI

I HEREBY CERTIFY that this is a  
full, true and correct copy of the  
proceedings  
made and entered on the above  
entitled action.

*Shirley Lomick*  
MUNICIPAL COURT CLERK

City of Las Vegas  
vs.

IN THE MUNICIPAL COURT OF THE CITY OF LAS VEGAS, NEVADA

CASE NO. C519756B

CRIMINAL CHARGE: MIS. BEAS. OR. SEX

MEI JUAN ZHENG

CITATION CHARGE: \_\_\_\_\_

PCN: \_\_\_\_\_

AKA \_\_\_\_\_

RELEASE DATE: \_\_\_\_\_

ID# 1797726

BONDBAIL: \_\_\_\_\_

DOS: \_\_\_\_\_

ARREST DATE/TIME: 12-14-01

DATE: \_\_\_\_\_

\$ \_\_\_\_\_

ATTORNEY OF RECORD: \_\_\_\_\_

A. Gordon

ARRANGEMENT

Noted JULY 24 2002 the above defendant came before the Court for Arrangement. The Defendant:  
☒ Present ☐ Not Present ☐ Presence Waived ☒ Represented by Counsel ☐ Waived Counsel ☐ In-custody  
☐ Defendant advised of his/her rights, and the charges by the Court ☐ Complaint dismissed by City  
The Defendant entered a plea of: ☐ Guilty ☒ Not Guilty ☐ Notto Comede

Prelinal Date: \_\_\_\_\_ Defendant told to be present.

PRETRIAL

Now on: \_\_\_\_\_

☐ Charge Amended to: \_\_\_\_\_

☐ Change of Plea to: \_\_\_\_\_

☐ Submitted on Record

☐ Dismissed by City

☐ In-custody

☐ Presence Waived

☐ Represented by Counsel

☐ Waived Counsel

PROCEEDING

APPEARANCE HEARING

CONTINUED TO

THE DEFENDANT WAS IN CUSTODY  
BUT WAS RELEASED BY WAY OF:  
( ) PRE-TRIAL SERVICES OR  
( ) JUDICIAL OR  
( ) MEDICAL REQUEST

Judge: \_\_\_\_\_  
Date: MO. Day Yr.  
JUN 24 2002

Date: Mo. Day Yr.  
8 16 02

☒ Defendant Present ☐ Not Present  
☐ In Custody ☒ Counsel Present

Depr. Mo. Day Yr.  
8 3 38

City At: \_\_\_\_\_

72

Judge: \_\_\_\_\_  
Date: MO. Day Yr.  
JUL 25 2002

Date: Mo. Day Yr.  
8 29 02

☒ Defendant Present ☐ Not Present  
☐ In Custody ☒ Counsel Present

Depr. Mo. Day Yr.  
8 3 30

City At: \_\_\_\_\_

clearing

Judge: ERK

Date: Mo. Day Yr.  
10 23 02

☒ Defendant Present ☐ Not Present  
☐ In Custody ☒ Counsel Present

Depr. Mo. Day Yr.  
10 23 02

City At: \_\_\_\_\_

7

Judge: ERK

Date: Mo. Day Yr.  
11 05 02

DEFENDANT MEI Juan Zheng  
CASE NO. C-519756-B  
CHARGE Mass. Pers Opp Sex

| PROCEEDING                                                                                                                                                                                                                                                                 |                               | PROCEEDINGS<br>APPEARANCE — HEARING | CONTINUED TO                                                |                |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|-------------------------------------|-------------------------------------------------------------|----------------|
| DATE <u>OCT 23 2002</u><br>DEFENDANT PRESENT <input checked="" type="checkbox"/><br>NOT PRESENT <input type="checkbox"/><br>IN CUSTODY <input type="checkbox"/><br>COUNSEL PRESENT <input checked="" type="checkbox"/><br>CITY ATT _____<br>CLERK _____<br>JUDGE <u>SA</u> | <u>Sec. C 519756A</u>         |                                     | DATE <u>1/8/03</u><br>TIME <u>9:30A</u><br>FOR<br><u>SC</u> | DEPT. <u>3</u> |
| DATE <u>JAN -8 2003</u><br>DEFENDANT PRESENT <input checked="" type="checkbox"/><br>NOT PRESENT <input type="checkbox"/><br>IN CUSTODY <input type="checkbox"/><br>COUNSEL PRESENT <input checked="" type="checkbox"/><br>CITY ATT _____<br>CLERK _____<br>JUDGE <u>PK</u> | DISMISSED<br>PER NEGOTIATIONS |                                     | DATE _____<br>TIME _____<br>FOR _____                       | DEPT. _____    |
| DATE _____<br>DEFENDANT PRESENT <input type="checkbox"/><br>NOT PRESENT <input type="checkbox"/><br>IN CUSTODY <input type="checkbox"/><br>COUNSEL PRESENT <input type="checkbox"/><br>CITY ATT _____<br>CLERK _____<br>JUDGE _____                                        |                               |                                     | DATE _____<br>TIME _____<br>FOR _____                       | DEPT. _____    |
| DATE _____<br>DEFENDANT PRESENT <input type="checkbox"/><br>NOT PRESENT <input type="checkbox"/><br>IN CUSTODY <input type="checkbox"/><br>COUNSEL PRESENT <input type="checkbox"/><br>CITY ATT _____<br>CLERK _____<br>JUDGE _____                                        |                               |                                     | DATE _____<br>TIME _____<br>FOR _____                       | DEPT. _____    |
| DATE _____<br>DEFENDANT PRESENT <input type="checkbox"/><br>NOT PRESENT <input type="checkbox"/><br>IN CUSTODY <input type="checkbox"/><br>COUNSEL PRESENT <input type="checkbox"/><br>CITY ATT _____<br>CLERK _____<br>JUDGE _____                                        |                               |                                     | DATE _____<br>TIME _____<br>FOR _____                       | DEPT. _____    |
| DATE _____<br>DEFENDANT PRESENT <input type="checkbox"/><br>NOT PRESENT <input type="checkbox"/><br>IN CUSTODY <input type="checkbox"/><br>COUNSEL PRESENT <input type="checkbox"/><br>CITY ATT _____<br>CLERK _____<br>JUDGE _____                                        |                               |                                     | DATE _____<br>TIME _____<br>FOR _____                       | DEPT. _____    |

1220-008-1055

I HEREBY CERTIFY that this is a  
full, true and correct copy of the  
Minutes  
made and entered on the above  
entitled action.  
Shirley Lomick  
MUNICIPAL COURT CLERK

1 BRADFORD R. JERBIC  
2 City Attorney  
3 400 East Stewart  
4 Las Vegas, Nevada 89101

5  
6 **LAS VEGAS MUNICIPAL COURT**  
7 **CLARK COUNTY, NEVADA**

8 -oOo-

9 CITY OF LAS VEGAS,

10 Plaintiff,

11 vs.

12 MEI JUAN ZHENG,  
13 ID# 1797726

14 Defendant.

) Case No. C519756A/B/C  
) Dept. No. 3  
) Code No. 5701/9631/9592

15 **CRIMINAL COMPLAINT**

16 **COUNT A**

17 The Defendant has committed the crime of SOLICITING PROSTITUTION  
18 (Misdemeanor - LVMC 10.36.020), in the manner following, to-wit: That the said Defendant, on  
19 or about the 11th day of December, 2001, within the City of Las Vegas, State of Nevada, did then  
20 and there offer to or agree with another, to-wit: Detective Guenther of the Las Vegas  
21 Metropolitan Police Department in the area of 2009 Paradise Road, to commit an act of  
22 prostitution, to-wit: by offering to masturbate Detective Guenther, for an undetermined sum of  
23 money.

24 **COUNT B**

25 The Defendant has committed the crime of MASSAGE PERSON OF OPPOSITE SEX  
26 (Misdemeanor - LVMC 6.52.120(B)), in the manner following, to-wit: That the said Defendant,  
27 on or about the 11th day of December, 2001, at and within the City of Las Vegas, State of  
28 Nevada, did then and there wilfully and unlawfully being a masseuse/masseur as defined in  
Section 6.52.020 of the Las Vegas Municipal Code, massage a person of the opposite sex, to-wit:

1 Detective Guenther of the Las Vegas Metropolitan Police Department in the area of 2009  
2 Paradise Road.

3 COUNT C

4 The Defendant has committed the crime of NO MASSAGE LICENSE (Misdemeanor -  
5 LVMC 6.52.040), in the manner following, to-wit: That the said Defendant, on or about the 11th  
6 day of December 2001, at and within the City of Las Vegas, State of Nevada, did then and there  
7 wilfully and unlawfully engage in, conduct or carry on, or permit to be engaged in, conducted or  
8 carried on, in or upon the premises of 2009 Paradise Road, the operation of a massage  
9 establishment or the practice of massage, without first obtaining and thereafter maintaining a  
10 valid unexpired license or permit pursuant to Title 6 of the Las Vegas Municipal Code.

11 All of which is contrary to the form, force and effect of Statutes in such cases made and  
12 provided and against the peace and dignity of the City of Las Vegas, State of Nevada. Said  
13 Complainant makes this declaration on information and belief subject to the penalty of perjury.

14 DATED: June 5, 2002.

Benard G. Little

15 BENARD G. LITTLE, Complainant

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28  
Las Vegas City Attorney  
400 E. Stewart Ave., 9th Floor  
Las Vegas, Nevada 89101  
702-229-6201

2

I HEREBY CERTIFY that this is a  
full, true and correct copy of the  
Complaint  
made and entered on the above  
entitled action.  
Shirley Lomick  
MUNICIPAL COURT CLERK

DATE OF PRINT: 07/10/03

## JUDGMENT

CITY OF LAS VEGAS  
VS

PAGE 1 OF 2

DEF: ZHEN, MEI JUAN  
AKA:SS#: 622-06-4625 DOB: 11/21/61  
ID#: 1797726 SID#:HIST#: 0892318  
DR#: 2111090

CASE NUMBER: C-0519756-C VDT: 12/11/01 OCTDT: 10/29/02 OB: 500 OCD:

NRS: CLO: 6.52.250 CFR: VIOL CODE: 9595  
VIOL: NO MASSAGE PERMIT ACC: SCH ZN: PREV: DRINK:SMRY: PUR REC BW FBDU FPD BPD AD AP AB CD CP CB BOND FEED FEED TDUE  
CPLT:TOTAL DUE: -----  
-----

## P. TIONS:

| PW                                                              | ACTDT    | ACTION                          | JUDGE | CLERK |
|-----------------------------------------------------------------|----------|---------------------------------|-------|-------|
| T I                                                             | 12/11/01 | CONTINUANCE GRANTED             | EBK   | GEN   |
| CONT DT: 10/29/02 DEPT: 3 PURPOSE: CITY ATTORNEY REV TIME: 0930 |          |                                 |       |       |
| T N                                                             | 06/05/02 | SUMMONS ORDERED                 | MLF   | CMU   |
| CONT DT: 06/24/02 DEPT: 3 PURPOSE: ARRAIGNMENT TIME: 1300       |          |                                 |       |       |
| T N                                                             | 06/06/02 | SUMMONS SERVED                  | MLF   | CMU   |
| CONT DT: 06/24/02 DEPT: 3 PURPOSE: ARRAIGNMENT TIME: 1300       |          |                                 |       |       |
| T B                                                             | 06/24/02 | ATTRNY OF RCRD: GORDON          | EBK   | LD1   |
| T B                                                             | 06/24/02 | INTERPRETER NEEDED SEE NOTATION | EBK   | LD1   |
| B                                                               | 06/24/02 | SEE NOTATION LINES: 1           | EBK   | LD1   |
| T B                                                             | 06/24/02 | PLED NOT GUILTY                 | EBK   | LD1   |
| CONT DT: 08/06/02 DEPT: 3 PURPOSE: TRIAL TIME: 1500             |          |                                 |       |       |
| T N                                                             | 07/11/02 | SEE NOTATION LINES: 2           | EBK   | AM    |
| CONT DT: 07/25/02 DEPT: 3 PURPOSE: MOTIONS/PTS OF AU TIME: 1430 |          |                                 |       |       |
| T A                                                             | 07/25/02 | TBA223                          | EBK   | AM    |
| CONT DT: 08/29/02 DEPT: 3 PURPOSE: HEARING TIME: 1430           |          |                                 |       |       |
| T B                                                             | 08/29/02 | TBA253                          | EBK   | LD1   |
| T B                                                             | 08/29/02 | TFA417                          | JPL   | LD1   |
| CONT DT: 10/23/02 DEPT: 3 PURPOSE: TRIAL TIME: 1500             |          |                                 |       |       |
| T B                                                             | 10/23/02 | TBA412                          | EBK   | LD1   |

DATE OF PRINT: 07/10/03

## JUDGMENT

CITY OF LAS VEGAS

PAGE 2 OF 2

VS

DEF: ZHEN, MEI JUAN

SS#: 622-06-4625 DOB: 11/21/61

HIST#: 0892318

AKA:

ID#: 1797726 SID#:

DR#: 2111090

CASE NUMBER: C-0519756-C VDT: 12/11/01 OCTDT: 10/29/02 OB: 500 OCD:

## ACTIONS: (CONTINUED)

| TYP               | PW | ACTDT    | ACTION                        | JUDGE      | CLERK |
|-------------------|----|----------|-------------------------------|------------|-------|
| T                 | B  | 10/23/02 | SUBMIT ON RECORD              | EBK        | LD1   |
| T                 | B  | 10/23/02 | STAY OUT OF TROUBLE           | EBK        | LD1   |
| CONT DT: 01/08/03 |    |          | DEPT: 3 PURPOSE: STATUS CHECK | TIME: 0930 |       |
| T                 | B  | 01/08/03 | TBA358                        | EBK        | LD1   |
| T                 | B  | 01/08/03 | DISMISSED PER NEGOTIATIONS    | EBK        | LD1   |

## NOTATIONS:

1. MANDARIN

2. CA REQUEST

3.

4.

DISPOSITION

DISP. DATE

COMPLAINT: DN

01/08/03

I SWEAR THAT THIS IS A TRUE AND ACCURATE RECORD.

JUDGE'S SIGNATURE:

JUDGE ELIZABETH B. KOLKOSKI

I HEREBY CERTIFY that this is a  
full, true and correct copy of the  
proceedings  
made and entered on the above  
entitled action.  
Shirley Lomick  
MUNICIPAL COURT CLERK

City of Las Vegas  
vs.CASE NO. C519756 CCRIMINAL CHARGE: NO MASS. LIC

CITATION CHARGE: \_\_\_\_\_

PCN: \_\_\_\_\_

AKA \_\_\_\_\_ ID# 1797726 DR# \_\_\_\_\_ARREST DATE/TIME: 12-11-01 RELEASE DATE: \_\_\_\_\_ BOND/BAIL: \_\_\_\_\_ \$ \_\_\_\_\_ATTORNEY OF RECORD: Gordon

## ARRAIGNMENT

Now on JUN 24 2002, the above defendant came before the Court for Arraignment. The Defendant:  
☒ Present ☐ Not Present ☐ Presence Waived ☒ Represented by Counsel ☐ Waived Counsel ☐ In-custody  
☐ Defendant advised of his/her rights, and the charges by the Court ☐ Complaint dismissed by City  
The Defendant entered a plea of: ☐ Guilty ☒ Not Guilty ☐ Nolo Contendere

Pretrial Date: \_\_\_\_\_ Defendant told to be present.

## PRETRIAL

Now on \_\_\_\_\_ ☐ Charge Amended to \_\_\_\_\_  
☐ Change of Plea to \_\_\_\_\_ ☐ Submitted on Record ☐ Dismissed by City ☐ In-custody ☐ Maintained Not Guilty Plea  
☐ Present ☐ Not Present ☐ Presence Waived ☐ Represented by Counsel ☐ Waived Counsel

## PROCEEDINGS

## APPEARANCE HEARING

## CONTINUED TO

Date: MO. Day Yr.

12 | 11 | 01☐ Defendant Present ☐ Not Present  
☐ In Custody ☐ Counsel Present

City Att. \_\_\_\_\_

Clerk \_\_\_\_\_

Judge \_\_\_\_\_

Date: MO. Day Yr.

JUN | 24 | 2002☒ Defendant Present ☒ Not Present  
☐ In Custody ☒ Counsel Present

City Att. \_\_\_\_\_

Clerk \_\_\_\_\_

Judge \_\_\_\_\_

Date: MO. Day Yr.

JUL | 25 | 2002☒ Defendant Present ☒ Not Present  
☐ In Custody ☒ Counsel Present

City Att. \_\_\_\_\_

Clerk \_\_\_\_\_

Judge EBK

Date: MO. Day Yr.

AUG | 29 | \_\_\_\_\_☒ Defendant Present ☐ Not Present  
☐ In Custody ☒ Counsel Present

City Att. \_\_\_\_\_

Clerk \_\_\_\_\_

Judge EBK

11505-010-12011 5

THE DEFENDANT WAS IN CUSTODY  
BUT WAS RELEASED BY WAY OF:( ) PRE-TRIAL SERVICES OR  
( ) JUDICIAL OR  
( ) MEDICAL REQUEST

Date: Mo. Day Yr.

6 | 24 | 02Dept. 3 Time: 1P  
For \_\_\_\_\_

\_\_\_\_\_

Date: Mo. Day Yr.

8 | 6 | 02Dept. 3 Time: 3P  
For \_\_\_\_\_

\_\_\_\_\_

Date: Mo. Day Yr.

8 | 29 | 02Dept. 3 Time: 23  
For \_\_\_\_\_

\_\_\_\_\_

Date: Mo. Day Yr.

10 | 23 | 02Dept. 3 Time: 3P  
For \_\_\_\_\_

\_\_\_\_\_



DEFENDANT Mei Juan Zheng  
CASE NO. Q-519756-2

CHARGE NO MASS. LIE

PROCEEDING PROCEEDINGS  
APPEARANCE - HEARING

DATE 01-23-2003

CONTINUED TO

DATE 1/23/03 DEPT. 3  
TIME 9:30A  
FOR

SC

DEFENDANT PRESENT ☒  
NOT PRESENT ☐  
IN CUSTODY ☐  
COUNSEL PRESENT ☐  
CITY ATT ☐  
CLERK ☐  
JUDGE SC  
DATE JAN - 8 2003

DATE DEPT.  
TIME FOR

DEFENDANT PRESENT ☒  
NOT PRESENT ☐  
IN CUSTODY ☐  
COUNSEL PRESENT ☐  
CITY ATT ☐  
CLERK ☐  
JUDGE SC  
DATE

DATE DEPT.  
TIME FOR

DISMISSED - 8 2003  
PER NEGOTIATIONS

DEFENDANT PRESENT ☐  
NOT PRESENT ☐  
IN CUSTODY ☐  
COUNSEL PRESENT ☐  
CITY ATT ☐  
CLERK ☐  
JUDGE  
DATE

DATE DEPT.  
TIME FOR

DEFENDANT PRESENT ☐  
NOT PRESENT ☐  
IN CUSTODY ☐  
COUNSEL PRESENT ☐  
CITY ATT ☐  
CLERK ☐  
JUDGE  
DATE

DATE DEPT.  
TIME FOR

DEFENDANT PRESENT ☐  
NOT PRESENT ☐  
IN CUSTODY ☐  
COUNSEL PRESENT ☐  
CITY ATT ☐  
CLERK ☐  
JUDGE  
DATE

DATE DEPT.  
TIME FOR

DEFENDANT PRESENT ☐  
NOT PRESENT ☐  
IN CUSTODY ☐  
COUNSEL PRESENT ☐  
CITY ATT ☐  
CLERK ☐  
JUDGE  
DATE

DATE DEPT.  
TIME FOR

1200-000-1000

I HEREBY CERTIFY that this is a  
full, true and correct copy of the  
minutes  
made and entered on the above,  
entitled action,  
Shirley Townd  
MUNICIPAL COURT CLERK

1 BRADFORD R. JERBIC  
2 City Attorney  
3 400 East Stewart  
4 Las Vegas, Nevada 89101

5  
6 LAS VEGAS MUNICIPAL COURT  
7 CLARK COUNTY, NEVADA

8 -oOo-

9 CITY OF LAS VEGAS,

10 Plaintiff,

11 vs.

12 MEI JUAN ZHENG,  
ID# 1797726

13 Defendant.

Case No. C519756A/B/C  
Dept. No. 3  
Code No. 5701/9631/9592

14 CRIMINAL COMPLAINT

15 COUNT A

16 The Defendant has committed the crime of SOLICITING PROSTITUTION  
17 (Misdemeanor - LVMC 10.36.020), in the manner following, to-wit: That the said Defendant, on  
18 or about the 11th day of December, 2001, within the City of Las Vegas, State of Nevada, did then  
19 and there offer to or agree with another, to-wit: Detective Guenther of the Las Vegas  
20 Metropolitan Police Department in the area of 2009 Paradise Road, to commit an act of  
21 prostitution, to-wit: by offering to masturbate Detective Guenther, for an undetermined sum of  
22 money.

23 COUNT B

24 The Defendant has committed the crime of MASSAGE PERSON OF OPPOSITE SEX  
25 (Misdemeanor - LVMC 6.52.120(B)), in the manner following, to-wit: That the said Defendant,  
26 on or about the 11th day of December, 2001, at and within the City of Las Vegas, State of  
27 Nevada, did then and there wilfully and unlawfully being a masseuse/masseur as defined in  
28 Section 6.52.020 of the Las Vegas Municipal Code, massage a person of the opposite sex, to-wit:

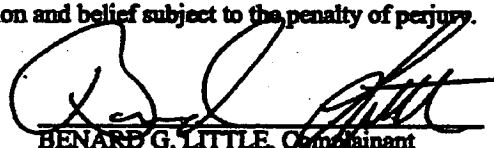
1 Detective Guenther of the Las Vegas Metropolitan Police Department in the area of 2009  
2 Paradise Road.

3 COUNT C

4 The Defendant has committed the crime of NO MASSAGE LICENSE (Misdemeanor -  
5 LVMC 6.52.040), in the manner following, to-wit: That the said Defendant, on or about the 11th  
6 day of December 2001, at and within the City of Las Vegas, State of Nevada, did then and there  
7 wilfully and unlawfully engage in, conduct or carry on, or permit to be engaged in, conducted or  
8 carried on, in or upon the premises of 2009 Paradise Road, the operation of a massage  
9 establishment or the practice of massage, without first obtaining and thereafter maintaining a  
10 valid unexpired license or permit pursuant to Title 6 of the Las Vegas Municipal Code.

11 All of which is contrary to the form, force and effect of Statutes in such cases made and  
12 provided and against the peace and dignity of the City of Las Vegas, State of Nevada. Said  
13 Complainant makes this declaration on information and belief subject to the penalty of perjury.

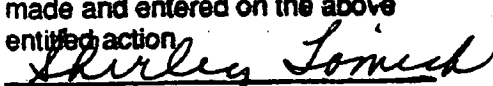
14 DATED: June 5, 2002.

15   
16 BENARD G. LITTLE, Complainant

17  
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26  
27  
28  
  
Las Vegas City Attorney  
400 E. Stewart Ave., 9th Floor  
Las Vegas, Nevada 89101  
702-229-4201

2

I HEREBY CERTIFY that this is a  
full, true and correct copy of the  
Complaint  
made and entered on the above  
entitled action.

  
MUNICIPAL COURT CLERK



DATE OF PRINT: 07/10/03

## JUDGMENT

CITY OF LAS VEGAS

PAGE 1 OF 3

VS

DEF: ZHENG, MEI JUAN

SS#: 622-06-4625 DOB: 11/21/61

HIST#: 0892318

AKA:

ID#: 1797726 SID#:

DR#: 5232991

CASE NUMBER: C-0520669-A VDT: 05/23/02 OCTDT: 05/24/02 OB: 1000 OCD:

NRS: 207.030

CLO: 10.02.010

CFR:

VIOL CODE: 5718

VIOL: LOITERING FOR PURPOSE OF PROSTITUTION ACC: SCH ZN: PREV: DRINK:

SMRY: PUR REC BW FBDU FPD BPD AD AP AB CD CP CB BOND FEED FEED TDUE  
 CPLT: 100 100 60 60 10 10

TOTAL DUE: 7-----

\*\*\*\*\*

## ACTIONS:

|   | PW | ACTDT             | ACTION                             | JUDGE      | CLERK |
|---|----|-------------------|------------------------------------|------------|-------|
| T | I  | 05/23/02          | CONTINUANCE GRANTED                |            | GEN   |
|   |    | CONT DT: 05/24/02 | DEPT: V PURPOSE: PROBABLE CAUSE    | TIME: 1400 |       |
| T | I  | 05/24/02          | VIDEO DEPARTMENT OFF               |            | APU   |
| T | I  | 05/24/02          | ADM ASSESSMENT BAIL POSTED=105     |            | APU   |
| T | I  | 05/24/02          | CONST ASSESMENT FEE BAIL POSTED=10 |            | APU   |
| T | I  | 05/24/02          | CASH BAIL POSTED= 1000             |            | APU   |
| - | N  | 05/24/02          | RELEASE FROM JAIL                  |            | APU   |
|   |    | CONT DT: 06/24/02 | DEPT: 3 PURPOSE: ARRAIGNMENT       | TIME: 1300 |       |
| T | B  | 06/24/02          | ATTORNY OF RCRD: GORDON            | EBK        | LD1   |
| T | B  | 06/24/02          | INTERPRETER NEEDED SEE NOTATION    | EBK        | LD1   |
| T | B  | 06/24/02          | SEE NOTATION LINES: 1              | EBK        | LD1   |
| T | B  | 06/24/02          | PLED NOT GUILTY                    | EBK        | LD1   |
|   |    | CONT DT: 08/06/02 | DEPT: 3 PURPOSE: TRIAL             | TIME: 1500 |       |
| T | A  | 07/25/02          | CONTINUANCE GRANTED                | EBK        | LD1   |
|   |    | CONT DT: 08/29/02 | DEPT: 3 PURPOSE: TRIAL SETTING     | TIME: 1430 |       |
| T | B  | 08/29/02          | CONTINUANCE GRANTED                | JPL        | LD1   |
|   |    | CONT DT: 10/23/02 | DEPT: 3 PURPOSE: TRIAL             | TIME: 1500 |       |

DATE OF PRINT: 07/10/03

## JUDGMENT

CITY OF LAS VEGAS  
VS

PAGE 2 OF 3

DEF: ZHENG, MEI JUAN  
AKA:SS#: 622-06-4625 DOB: 11/21/61  
ID#: 1797726 SID#:HIST#: 0892318  
DR#: 5232991

CASE NUMBER: C-0520669-A VDT: 05/23/02 OCTDT: 05/24/02 OB: 1000 OCD:

## ACTIONS: (CONTINUED)

| TYP                                                          | PW | ACTDT    | ACTION                              | JUDGE | CLERK |
|--------------------------------------------------------------|----|----------|-------------------------------------|-------|-------|
| T                                                            | B  | 10/23/02 | TBA1059                             | EBK   | LD1   |
| T                                                            | B  | 10/23/02 | TBA412                              | EBK   | LD1   |
| CONT DT: 01/08/03 DEPT: 3 PURPOSE: CHANGE OF PLEA TIME: 0930 |    |          |                                     |       |       |
| T                                                            | B  | 01/08/03 | TBA358                              | EBK   | LD1   |
| T                                                            | B  | 01/08/03 | CHG PL TO NOLO-FINE IMPOSED= 100    | EBK   | LD1   |
| T                                                            | Y  | 01/08/03 | ADM ASSESS FEE DUE= 60              | EBK   | GEN   |
| T                                                            | B  | 01/08/03 | READY FOR REFUND                    | EBK   | LD1   |
| T                                                            | N  | 01/21/03 | CONVERT ADM ASSESSMNT TO PAID= 60   | EBK   | KF1   |
| T                                                            | N  | 01/21/03 | CONVERT CONS ASSES FEE BLPD TO PAID | EBK   | KF1   |
|                                                              | N  | 01/21/03 | BAIL CONVERTED TO FINE: 100         | EBK   | KF1   |
| T                                                            | N  | 01/21/03 | SEE NOTATION LINES: 2               | EBK   | KF1   |
| T                                                            | N  | 01/23/03 | ADM ASSESSMENT REFUND DUE= 45       | EBK   | ECR   |
| T                                                            | Y  | 01/23/03 | REFUND DUE= 900                     | EBK   | ECR   |

DATE OF PRINT: 07/10/03

## JUDGMENT

CITY OF LAS VEGAS  
VS

PAGE 3 OF 3

DEF: ZHENG, MEI JUAN  
AKA:SS#: 622-06-4625 DOB: 11/21/61  
ID#: 1797726 SID#:HIST#: 0892318  
DR#: 5232991

CASE NUMBER: C-0520669-A VDT: 05/23/02 OCTDT: 05/24/02 OB: 1000 OCD:

## ACTIONS: (CONTINUED)

| TYP | PW | ACTDT    | ACTION                               | JUDGE | CLERK |
|-----|----|----------|--------------------------------------|-------|-------|
| T   | N  | 01/24/03 | REFUND ISSUED ON CHECK NO: 009806    | EBK   | GEN   |
| T   | N  | 01/24/03 | REF ISS ON ADM ASSESSMNT CK#: 009806 | EBK   | GEN   |
| A   | N  | 03/04/03 | SEE NOTATION LINES: 12               | EBK   | JSW   |

## NOTATIONS:

|                     |            |    |    |
|---------------------|------------|----|----|
| 1. MANDARIN         | 2. RFC REV | 3. | 4. |
| 5. REFUND CK RTN TO | 6. FINANCE | 7. | 8. |

DISPOSITION DISP. DATE

COMPLAINT: FP 100 01/24/03

I SWEAR THAT THIS IS A TRUE AND ACCURATE RECORD.

JUDGE'S SIGNATURE: \_\_\_\_\_

JUDGE ELIZABETH B. KOLKOSKI

I HEREBY CERTIFY that this is a  
full, true and correct copy of the  
Proceedings  
made and entered on the above  
entitled action.

Shirley Tomich  
MUNICIPAL COURT CLERK

City of Las Vegas

CASE NO.

C580469A

CRIMINAL CHARGE:

Loiter. Purp.

CITATION CHARGE:

Prost.

Mei Juan Zheng

FCR:

AKA

ARREST

ID#

17977210

DOB

DATE/TIME: 5:23:02

RELEASE

DATE: 5/24/02

BONDMAN

Cash

1115.-

ATTORNEY OF RECORD:

8340

G02000

1349

## ARRANGEMENT

Now on: JUN 24 2002

the above defendant came before the Court for Arrangement. The Defendant:

☒ Present☐ Not Present☐ Presence Waived☒ Represented by Counsel☐ Waived Counsel☐ In-custody☐ In-custody☐ Defendant advised of his/her rights, and the charges by the Court☐ Guilty☒ Not Guilty☐ Not Guilty☐ Not Guilty☐ Not Guilty

The Defendant entered a plea of:

Defendant told to be present.

Present Date: / /

Defendant told to be present.

DEFENDANT

Now on: / /

Change Arranged to:

DEFENDANT

☐ Present☐ Not Present☐ Presence Waived☐ Represented by Counsel☐ Waived Counsel☐ In-custody☐ In-custody☐ Defendant Present☐ Not Present☐ Presence Waived☐ Represented by Counsel☐ Waived Counsel☐ In-custody☐ In-custody

PROCEEDING

APPEARANCE HEARING

PROCEEDING

APPEARANCE HEARING

PROCEEDING

CONTINUED TO

Date: MO.

Day

Yr.

City At:

Clerk:

Yr.

City At:

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City At:

Clerk:

Yr.



DEPENDANT Wei Juan Zheng  
CASE NO. 0-5201619-A

CHARGE Loit purp. Prost.

PROCEEDING  
DATE Oct 23 AM

PROCEEDINGS  
APPEARANCE - HEARING

CONTINUED TO

DATE 11/5/03 DEPT. 3  
TIME 10:30A

DEPENDANT PRESENT ☒  
NOT PRESENT ☐  
IN CUSTODY ☐  
COUNSEL PRESENT ☐  
CITY ATT ☐  
CLERK ☐  
JUDGE SK

Det. me casting - did  
not return sub prima  
Had appendicitis -  
on leave on a honeymoon.

CHARGE PLEA  
Not Guilty

DATE

DATE DEPT.

JAN - 8 AM

CH NO 10  
\$ 100 + 60 + 10

TIME FOR

DEPENDANT PRESENT ☒  
NOT PRESENT ☐  
IN CUSTODY ☐  
COUNSEL PRESENT ☐  
CITY ATT ☐  
CLERK ☐  
JUDGE SK

agree not to practice  
massage therapy within  
city y has vgo.

DATE

DATE DEPT.

SK

DEPENDANT PRESENT ☐  
NOT PRESENT ☐  
IN CUSTODY ☐  
COUNSEL PRESENT ☐  
CITY ATT ☐  
CLERK ☐  
JUDGE ☐

DATE

DATE DEPT.

DEPENDANT PRESENT ☐  
NOT PRESENT ☐  
IN CUSTODY ☐  
COUNSEL PRESENT ☐  
CITY ATT ☐  
CLERK ☐  
JUDGE ☐

DATE

DATE DEPT.

DEPENDANT PRESENT ☐  
NOT PRESENT ☐  
IN CUSTODY ☐  
COUNSEL PRESENT ☐  
CITY ATT ☐  
CLERK ☐  
JUDGE ☐

DATE

DATE DEPT.

DEPENDANT PRESENT ☐  
NOT PRESENT ☐  
IN CUSTODY ☐  
COUNSEL PRESENT ☐  
CITY ATT ☐  
CLERK ☐  
JUDGE ☐

DATE

DATE DEPT.

DEPENDANT PRESENT ☐  
NOT PRESENT ☐  
IN CUSTODY ☐  
COUNSEL PRESENT ☐  
CITY ATT ☐  
CLERK ☐  
JUDGE ☐

DATE

DATE DEPT.

DEPENDANT PRESENT ☐  
NOT PRESENT ☐  
IN CUSTODY ☐  
COUNSEL PRESENT ☐  
CITY ATT ☐  
CLERK ☐  
JUDGE ☐

120-008-0005

I HEREBY CERTIFY that this is a  
full, true and correct copy of the  
minutes  
made and entered on the above  
entitled action.  
Shirley Formick  
MUNICIPAL COURT CLERK

BRADFORD R. JERBIC  
City Attorney  
400 East Stewart  
Las Vegas, Nevada 89101

LAS VEGAS MUNICIPAL COURT  
CLARK COUNTY, NEVADA

-000-

CITY OF LAS VEGAS,

Plaintiff,

vs.

MEI JUAN ZHENG,  
ID# 1797726

Defendant.

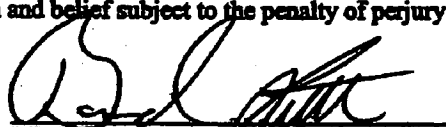
Case No. C520669A  
Dept. No. 3  
Code No. 5701

CRIMINAL COMPLAINT

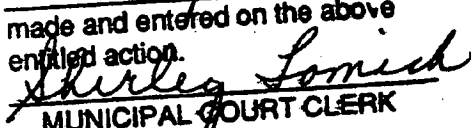
The Defendant has committed the crime of SOLICITING PROSTITUTION (Misdemeanor - LVMC 10.36.020), in the manner following, to-wit: That the said Defendant, on or about the 23rd day of May, 2002, within the City of Las Vegas, State of Nevada, did receive Detective McCarthy of the Las Vegas Metropolitan Police Department into Joyful Chinese Massage, located at 2009 Paradise Road, for the purpose of performing an act of prostitution to wit: masturbation for an undisclosed sum of money, or knowingly permit Detective McCarthy to remain at 2009 Paradise Road for such purpose.

All of which is contrary to the form, force and effect of Statutes in such cases made and provided and against the peace and dignity of the City of Las Vegas, State of Nevada. Said Complainant makes this declaration on information and belief subject to the penalty of perjury.

DATED: June 5, 2002.

  
BENARD LITTLE, Complainant

Las Vegas City Attorney  
400 E. Stewart Ave., 9th Floor  
Las Vegas, Nevada 89101  
702-229-6201

I HEREBY CERTIFY that this is a full, true and correct copy of the Complaint made and entered on the above entitled action.  
  
MUNICIPAL COURT CLERK

# GROUP 1

DATE OF PRINT: 08/05/03

## JUDGMENT

CITY OF LAS VEGAS  
VS

PAGE 1 OF 3

DEF:ZHANG, LISHENG  
AKA:SS#:616-80-3602 DOB:03/15/61  
ID#:1797532 SID#:HIST#:0943087  
DR#:5232990CASE NUMBER: C-0520671-A VDT:05/23/02 OCTDT:05/24/02 OB:1000 OCD: ■ ■ ■ ■  
NRS:201.354 CLO:10.36.030 CFR: VIOL CODE: 5701  
VIOL: SOLICITING/PROSTITUTION ACC: SCH ZN: PREV: DRINK:SMRY: PUR REC BW FBDU FPD BPD AD AP AB CD CP CB BOND FEED FEED TDUE  
CPLT: 100 100 60 60 10 10TOTAL DUE: -----  
=====

A DNS:

| DATE                                                       | PW | ACTDT    | ACTION                           | JUDGE | CLERK |
|------------------------------------------------------------|----|----------|----------------------------------|-------|-------|
| T                                                          | I  | 05/23/02 | CONTINUANCE GRANTED              |       | GEN   |
| CONT DT:05/24/02 DEPT: V PURPOSE: PROBABLE CAUSE TIME:1400 |    |          |                                  |       |       |
| T                                                          | I  | 05/24/02 | VIDEO DEPARTMENT OFF             |       | APU   |
| T                                                          | I  | 05/24/02 | ADM ASSESSMENT BAIL POSTED=105   |       | APU   |
| T                                                          | I  | 05/24/02 | CONST ASSESMT FEE BAIL POSTED=10 |       | APU   |
| T                                                          | I  | 05/24/02 | CASH BAIL POSTED= 1000           |       | APU   |
| T                                                          | N  | 05/24/02 | RELEASE FROM JAIL                |       | APU   |
| CONT DT:06/24/02 DEPT:3 PURPOSE: ARRAIGNMENT TIME:1300     |    |          |                                  |       |       |
| T                                                          | B  | 06/24/02 | ATTRNY OF RCRD:GORDON            | EBK   | LD1   |
| T                                                          | B  | 06/24/02 | INTERPRETER NEEDED SEE NOTATION  | EBK   | LD1   |
| T                                                          | B  | 06/24/02 | SEE NOTATION LINES: 1            | EBK   | LD1   |
| T                                                          | B  | 06/24/02 | PLED NOT GUILTY                  | EBK   | LD1   |
| CONT DT:08/06/02 DEPT:3 PURPOSE: TRIAL TIME:1500           |    |          |                                  |       |       |
| T                                                          | A  | 07/25/02 | CONTINUANCE GRANTED              | EBK   | LD1   |
| CONT DT:08/29/02 DEPT:3 PURPOSE: TRIAL SETTING TIME:1430   |    |          |                                  |       |       |
| T                                                          | B  | 08/29/02 | CONTINUANCE GRANTED              | JPL   | LD1   |
| CONT DT:10/23/02 DEPT:3 PURPOSE: TRIAL TIME:1030           |    |          |                                  |       |       |

Submitted at City Council

Date 11/5/03 Item #72

DATE OF PRINT: 08/05/03

## JUDGMENT

CITY OF LAS VEGAS  
VS

PAGE 2 OF 3

DEF:ZHANG, LISHENG  
AKA:SS#:616-80-3602 DOB:03/15/61  
ID#:1797532 SID#:HIST#:0943087  
DR#:5232990

CASE NUMBER: C-0520671-A VDT:05/23/02 OCTDT:05/24/02 OB:1000 OCD: ■ ■ ■ ■

## ACTIONS: (CONTINUED)

| TYP | PW | ACTDT            | ACTION                              | JUDGE     | CLERK |
|-----|----|------------------|-------------------------------------|-----------|-------|
| T   | B  | 10/23/02         | TBA1059                             | EBK       | LD1   |
|     |    | CONT DT:01/08/03 | DEPT:3 PURPOSE: TRIAL               | TIME:1500 |       |
| T   | B  | 01/08/03         | TBA404                              | EBK       | LD1   |
| T   | B  | 01/08/03         | CHANGE PLEA TO NOLO CONTENDERE      | EBK       | LD1   |
|     |    | CONT DT:01/15/03 | DEPT:3 PURPOSE: SENTENCING          | TIME:1400 |       |
| T   | B  | 01/15/03         | TBA213                              | EBK       | PAW   |
| T   | B  | 01/15/03         | FOUND GUILTY-FINE IMPOSED= 100      | EBK       | LD1   |
| T   | Y  | 01/15/03         | ADM ASSESS FEE DUE= 60              | EBK       | GEN   |
| T   | B  | 01/15/03         | READY FOR REFUND                    | EBK       | LD1   |
| T   | N  | 01/22/03         | CONVERT ADM ASSESSMNT TO PAID= 60   | EBK       | KF1   |
|     | N  | 01/22/03         | CONVERT CONS ASSES FEE BLPD TO PAID | EBK       | KF1   |
| T   | N  | 01/22/03         | BAIL CONVERTED TO FINE:100          | EBK       | KF1   |
| T   | N  | 01/22/03         | SEE NOTATION LINES: 2               | EBK       | KF1   |
| T   | N  | 01/23/03         | ADM ASSESSMENT REFUND DUE= 45       | EBK       | ECR   |

DATE OF PRINT: 08/05/03

## JUDGMENT

CITY OF LAS VEGAS  
VS

PAGE 3 OF 3

DEF:ZHANG, LISHENG  
AKA:SS#:616-80-3602 DOB:03/15/61  
ID#:1797532 SID#:HIST#:0943087  
DR#:5232990

CASE NUMBER: C-0520671-A VDT:05/23/02 OCTDT:05/24/02 OB:1000 OCD: ■ ■ ■ ■

## ACTIONS: (CONTINUED)

| TYP | PW | ACTDT    | ACTION                               | JUDGE | CLERK |
|-----|----|----------|--------------------------------------|-------|-------|
| T   | Y  | 01/23/03 | REFUND DUE= 900                      | EBK   | ECR   |
| T   | N  | 01/24/03 | REFUND ISSUED ON CHECK NO: 009807    | EBK   | GEN   |
| T   | N  | 01/24/03 | REF ISS ON ADM ASSESSMNT CK#: 009807 | EBK   | GEN   |

## NOTATIONS:

|             |            |    |    |
|-------------|------------|----|----|
| 1. MANDARIN | 2. RFC REV | 3. | 4. |
|-------------|------------|----|----|

| DISPOSITION | DISP. DATE |
|-------------|------------|
|-------------|------------|

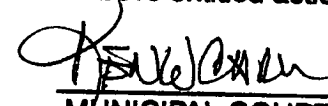
|                   |          |
|-------------------|----------|
| COMPLAINT: FP 100 | 01/24/03 |
|-------------------|----------|

I SWEAR THAT THIS IS A TRUE AND ACCURATE RECORD.

JUDGE'S SIGNATURE: 

JUDGE ELIZABETH B. KOLKOSKI

HEREBY CERTIFY that this is a full,  
true and correct copy of the PROCEEDINGS  
made and entered  
on the above entitled action.

  
MUNICIPAL COURT CLERK

## IN THE MUNICIPAL COURT OF THE CITY OF LAS VEGAS, NEVADA

City of Las Vegas

vs.

CASE NO.

C 520471A

CRIMINAL CHARGE:

Solic Prost.

CITATION CHARGE:

PCN:

AKA \_\_\_\_\_ ID# 1797532 DR# \_\_\_\_\_  
 ARREST DATE/TIME: 5:23:02 RELEASE DATE: 5:24:02 BOND/BAIL: Cash \$ 1115. -  
 ATTORNEY OF RECORD: 2330 GARDON 1349

## ARRAIGNMENT

Now on \_\_\_\_\_, the above defendant came before the Court for Arraignment. The Defendant:  
☒ Present ☐ Not Present ☐ Presence Waived ☒ Represented by Counsel ☐ Waived Counsel ☐ In-custody  
☐ Defendant advised of his/her rights, and the charges by the Court ☐ Complaint dismissed by City  
 The Defendant entered a plea of: ☐ Guilty ☒ Not Guilty ☐ Nolo Contendre

Pretrial Date \_\_\_\_/\_\_\_\_/\_\_\_\_. Defendant told to be present.

## PRETRIAL

Now on \_\_\_\_/\_\_\_\_/\_\_\_\_. ☐ Charge Amended to \_\_\_\_\_  
☐ Change of Plea to \_\_\_\_\_ ☐ Maintained Not Guilty Plea  
☐ Submitted on Record ☐ Dismissed by City ☐ In-custody  
☐ Present ☐ Not Present ☐ Presence Waived ☐ Represented by Counsel ☐ Waived Counsel

## PROCEEDING

PROCEEDINGS  
APPEARANCE HEARING

## CONTINUED TO

|                                                                                                                                                                                                                                                                           |                                                            |                                                                       |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------|-----------------------------------------------------------------------|
| Date: MO. Day Yr.<br>5   24   02<br><input type="checkbox"/> Defendant Present <input type="checkbox"/> Not Present<br><input type="checkbox"/> In Custody <input type="checkbox"/> Counsel Present<br>City Att _____<br>Clerk CRT<br>Judge _____                         | RELEASE: BOND / BAIL                                       | Date: Mo. Day Yr.<br>6   24   02<br>Dept. 3 Time: 1pm<br>For ar.      |
| Date: MO. Day Yr.<br>6   24   02<br><input checked="" type="checkbox"/> Defendant Present <input type="checkbox"/> Not Present<br><input type="checkbox"/> In Custody <input checked="" type="checkbox"/> Counsel Present<br>City Att _____<br>Clerk _____<br>Judge _____ | Mr. MANDARIN                                               | Date: Mo. Day Yr.<br>8   24   02<br>Dept. 3 Time: 3P<br>For TR Set.   |
| Date: MO. Day Yr.<br>7   25   02<br><input type="checkbox"/> Defendant Present <input checked="" type="checkbox"/> Not Present<br><input type="checkbox"/> In Custody <input checked="" type="checkbox"/> Counsel Present<br>City Att _____<br>Clerk _____<br>Judge _____ | 8-6 trial DATE CANCELLED<br>Mr. MANDARIN                   | Date: Mo. Day Yr.<br>8   29   02<br>Dept. 3 Time: 2:30<br>For TR Set. |
| Date: MO. Day Yr.<br>11   29   02<br><input checked="" type="checkbox"/> Defendant Present <input type="checkbox"/> Not Present<br><input type="checkbox"/> In Custody <input checked="" type="checkbox"/> Counsel Present<br>City Att _____<br>Clerk _____<br>Judge EBC  | Submitted at City Council<br>Date 11/5/03 # 72<br>Ord INT. | Date: Mo. Day Yr.<br>10   23   02<br>Dept. 3 Time: 10:30A<br>For T    |

PAGE NO. 2DEFENDANT Lisheng ZhangCASE NO. C-520671ACHARGE Solic. Prost.

MANDARIN

PROCEEDING

PROCEEDINGS  
APPEARANCE — HEARING

CONTINUED TO

|                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                             |                                                                                                               |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------|
| DATE <u>10-23-02</u><br>DEFENDANT PRESENT <input checked="" type="checkbox"/><br>NOT PRESENT <input type="checkbox"/><br>IN CUSTODY <input type="checkbox"/><br>COUNSEL PRESENT <input checked="" type="checkbox"/><br>CITY ATT <u>                    </u><br>CLERK <u>                    </u><br>JUDGE <u>EPK</u>                              | CA - Burtos motion<br>Δ opposed<br>mot. granted                                                                                                             | DATE <u>11/8/03</u> DEPT. <u>3</u><br>TIME <u>3P</u><br>FOR<br><u>T</u>                                       |
| DATE <u>                    </u><br>DEFENDANT PRESENT <input checked="" type="checkbox"/><br>NOT PRESENT <input type="checkbox"/><br>IN CUSTODY <input type="checkbox"/><br>COUNSEL PRESENT <input checked="" type="checkbox"/><br>CITY ATT <u>                    </u><br>CLERK <u>                    </u><br>JUDGE <u>EPK</u>                  | recommendation<br>CH No 10<br>(100 + 60 + 10)<br>Close pre I                                                                                                | DATE <u>11/15/03</u> DEPT. <u>3</u><br>TIME <u>3P</u><br>FOR<br><u>sent.</u>                                  |
| DATE <u>                    </u><br>DEFENDANT PRESENT <input checked="" type="checkbox"/><br>NOT PRESENT <input type="checkbox"/><br>IN CUSTODY <input type="checkbox"/><br>COUNSEL PRESENT <input checked="" type="checkbox"/><br>CITY ATT <u>                    </u><br>CLERK <u>                    </u><br>JUDGE <u>                    </u> | fg 100 + 1053<br>Rfc                                                                                                                                        | DATE <u>                    </u> DEPT. <u>                    </u><br>TIME <u>                    </u><br>FOR |
| DATE <u>                    </u><br>DEFENDANT PRESENT <input type="checkbox"/><br>NOT PRESENT <input type="checkbox"/><br>IN CUSTODY <input type="checkbox"/><br>COUNSEL PRESENT <input type="checkbox"/><br>CITY ATT <u>                    </u><br>CLERK <u>                    </u><br>JUDGE <u>                    </u>                       |                                                                                                                                                             | DATE <u>                    </u> DEPT. <u>                    </u><br>TIME <u>                    </u><br>FOR |
| DATE <u>                    </u><br>DEFENDANT PRESENT <input type="checkbox"/><br>NOT PRESENT <input type="checkbox"/><br>IN CUSTODY <input type="checkbox"/><br>COUNSEL PRESENT <input type="checkbox"/><br>CITY ATT <u>                    </u><br>CLERK <u>                    </u><br>JUDGE <u>                    </u>                       | HEREBY CERTIFY that this is a full,<br>true and correct copy of the <u>COURT</u><br><del>PROCEEDING</del> made and entered<br>on the above entitled action. | DATE <u>                    </u> DEPT. <u>                    </u><br>TIME <u>                    </u><br>FOR |
| DATE <u>                    </u><br>DEFENDANT PRESENT <input type="checkbox"/><br>NOT PRESENT <input type="checkbox"/><br>IN CUSTODY <input type="checkbox"/><br>COUNSEL PRESENT <input type="checkbox"/><br>CITY ATT <u>                    </u><br>CLERK <u>                    </u><br>JUDGE <u>                    </u>                       | MUNICIPAL COURT CLERK                                                                                                                                       | DATE <u>                    </u> DEPT. <u>                    </u><br>TIME <u>                    </u><br>FOR |



BRADFORD R. JERBIC  
City Attorney  
400 East Stewart  
Las Vegas, Nevada 89101

MUNICIPAL COURT  
LAS VEGAS NEVADA

2002 JUN 6 P 1:50

FILED

**LAS VEGAS MUNICIPAL COURT  
CLARK COUNTY, NEVADA**

-000-

CITY OF LAS VEGAS,

Plaintiff,

vs.

LISHENG ZHANG,  
ID# 1797532

Defendant.

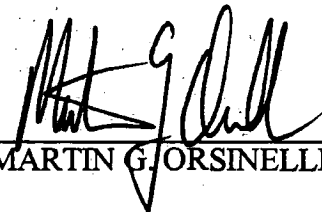
Case No. C 520671 A  
Dept. No. 3  
Code No. 5701

**CRIMINAL COMPLAINT**

The Defendant has committed the crime of SOLICITING PROSTITUTION (Misdemeanor - LVMC 10.36.020), in the manner following, to-wit: That the said Defendant, on or about the 23rd day of May, 2002, within the City of Las Vegas, State of Nevada, did then and there offer to or agree with another, to-wit: Detective Rader in the area of 2009 Paradise Road, to commit an act of prostitution, to-wit: sexual intercourse, for the sum of \$60.00.

All of which is contrary to the form, force and effect of Statutes in such cases made and provided and against the peace and dignity of the City of Las Vegas, State of Nevada. Said Complainant makes this declaration on information and belief subject to the penalty of perjury.

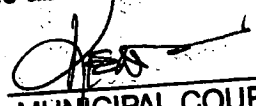
DATED: June 5, 2002.

  
MARTIN G. ORSINELLI, Complainant

Submitted at City Council

Date 11/5/03 Item #72

HEREBY CERTIFY that this is a full,  
true and correct copy of the  
CRIMINAL COMPLAINT made and entered  
on the above entitled action.

  
MUNICIPAL COURT CLERK

ARRESTEE'S NAME (LAST, FIRST, MIDDLE)                      Adult                      ID/EV# 1797532

ZHANG, LI                      Juvenile                     

ARRESTEE'S ADDRESS (NUMBER, STREET, CITY, STATE, ZIP CODE)                      S.S.#                      CHARGES:

**SOLICITING FOR THE  
PURPOSE OF PROSTITUTION**

DOB                      RACE                      SEX                      HEIGHT                      WEIGHT                      HAIR                      EYES                      PLACE OF BIRTH                     

OCCURRED                      MO                      DAY                      YR                      DAY WK                      TIME                      LOCATION OF OCCURRENCE (No., Street, City, State, Zip Code)                     

**CIRCUMSTANCES OF ARREST**

On 05/23/02 at approximately 2330 hours, I, Det. D. Rader, P#4918, working in an undercover capacity at the Joyful Massage investigating prostitution related acts that occur inside of massage parlors, was at that location and entered the business and was greeted by an individual who was later identified as Li Zhang, ID# 1797532. I asked Zhang if I could get a massage and he said, "Yes, it is going to cost \$50.00." At that time Zhang lead me to a room in the back and asked me to undress and cover in a towel. Zhang then entered the room and began to massage my back. While Zhang was doing that, I asked him if I could get something extra. Zhang then told me to whisper and then locked the door to the massage room that we were in.

said to Zhang, "Well? Do you do anything else?" and he said, "Yes, what do you like?" I then re-directed my questioning and asked Zhang if the female that was in the other room was his wife and he told me that he was not married. Zhang then proceeded to again ask me what I was interested in and I told Zhang that I UNINTELLIGIBLE, and he said, "We can do that but only if you tip me good." I told Zhang that I only had \$60.00 on me and Zhang said that would be fine. At that time I then gave Zhang the \$60.00 at which time he set it on the chair. Zhang then told me to lay back on the table. I immediately sat up and I told Zhang that I had to go to my vehicle to retrieve a condom. Zhang said, "Ok." I asked Zhang if he would mind wearing a condom and he said, "No." I said, "Ok, \$60.00 is going to be ok?" and he said, "Yes."

At that time I proceeded to my vehicle which was parked in the parking lot and advised assisting Detectives on Squad 3 of the situation. Zhang then exited the building and began to walk south on Paradise from the building. He was taken into custody by Det. S. Digiulio, P#4074. Zhang was arrested for ONE COUNT OF SOLICITING FOR THE PURPOSE OF PROSTITUTION, due to the fact that he agreed to have sexual intercourse with me for a fee of \$60.00. Zhang was transported to the Las Vegas City Jail where he was booked accordingly.

DR/jmi  
Tran; 05/24/02-0844 Hrs  
Dict: 05/24/02-0041 Hrs  
job# 99197

Dissemination is restricted to Criminal Justice Agencies ONLY. Secondary dissemination to Non-Criminal Justice Agencies is PROHIBITED.  
Rel. To: K. GAGE, LVMC  
Date: 8/3/03  
Las Vegas Metropolitan Police Department  
By: [Signature]

Submitted at City Council  
Date 11/5/03 Item # 22

Metropolitan Police  
Records Distribution  
Dist. MS 6769  
WVS                     

SUPERVISOR APPROVING AND P#                      ARRESTING OFFICER(S) AND P#                      UNIT #                     

DET. D. RADER, P#4918

INVESTIGATIVE UNITS NOTIFIED & PERSON                      CONNECTING RPTS - TYPE OR NUMBER                     

02/05/23-2990

# GROUP 2

DATE OF PR: 07/10/03

## JUDGMENT

CITY OF LAS VEGAS

PAGE 1 OF 2

VS

DEF: ZHEN, MEI JUAN

SS#: 622-06-4625 DOB: 11/21/61

HIST#: 0892318

AKA:

ID#: 1797726 SID#:

DR#: 2111090

CASE NUMBER: C-0519756-A VDT: 12/11/01 OCTDT: 10/29/02 OB: 1000 OCD:

NRS: 201.354

CLO: 10.36.030

CFR:

VIOL CODE: 5701

VIOL: SOLICITING/PROSTITUTION

ACC:

SCH ZN:

PREV: DRINK:

SMRY: PUR REC BW FBDU FPD BPD AD AP AB CD CP CB BOND FEED FEED TDUE

CPLT:

TOTAL DUE:

## ACTIONS:

| PW                                                              | ACTDT    | ACTION                          | JUDGE | CLERK |
|-----------------------------------------------------------------|----------|---------------------------------|-------|-------|
| T I                                                             | 12/11/01 | CONTINUANCE GRANTED             | EBK   | GEN   |
| CONT DT: 10/29/02 DEPT: 3 PURPOSE: CITY ATTORNEY REV TIME: 0930 |          |                                 |       |       |
| T N                                                             | 06/05/02 | SUMMONS ORDERED                 | MLF   | CMU   |
| CONT DT: 06/24/02 DEPT: 3 PURPOSE: ARRAIGNMENT TIME: 1300       |          |                                 |       |       |
| T N                                                             | 06/06/02 | SUMMONS SERVED                  | MLF   | CMU   |
| CONT DT: 06/24/02 DEPT: 3 PURPOSE: ARRAIGNMENT TIME: 1300       |          |                                 |       |       |
| T B                                                             | 06/24/02 | ATTRNY OF RCRD: GORDON          | EBK   | LD1   |
| T B                                                             | 06/24/02 | INTERPRETER NEEDED SEE NOTATION | EBK   | LD1   |
| B                                                               | 06/24/02 | SEE NOTATION LINES: 1           | EBK   | LD1   |
| T B                                                             | 06/24/02 | PLED NOT GUILTY                 | EBK   | LD1   |
| CONT DT: 08/06/02 DEPT: 3 PURPOSE: TRIAL TIME: 1500             |          |                                 |       |       |
| T N                                                             | 07/11/02 | SEE NOTATION LINES: 2           | EBK   | AM    |
| CONT DT: 07/25/02 DEPT: 3 PURPOSE: MOTIONS/PTS OF AU TIME: 1430 |          |                                 |       |       |
| T A                                                             | 07/25/02 | TBA223                          | EBK   | AM    |
| CONT DT: 08/29/02 DEPT: 3 PURPOSE: HEARING TIME: 1430           |          |                                 |       |       |
| T B                                                             | 08/29/02 | TBA253                          | EBK   | LD1   |
| T B                                                             | 08/29/02 | TFA417                          | JPL   | LD1   |
| CONT DT: 10/23/02 DEPT: 3 PURPOSE: TRIAL TIME: 1500             |          |                                 |       |       |
| T B                                                             | 10/23/02 | TBA412                          | EBK   | LD1   |

Submitted at City Council

Date 11/5/03 Item #172

10

DATE OF PRINT: 07/10/03

## JUDGMENT

CITY OF LAS VEGAS

PAGE 2 OF 2

VS

DEF: ZHEN, MEI JUAN

SS#: 622-06-4625 DOB: 11/21/61

HIST#: 0892318

AKA:

ID#: 1797726 SID#:

DR#: 2111090

CASE NUMBER: C-0519756-A VDT: 12/11/01 OCTDT: 10/29/02 OB: 1000 OCD:

## ACTIONS: (CONTINUED)

| TYP               | PW | ACTDT    | ACTION                        | JUDGE      | CLERK |
|-------------------|----|----------|-------------------------------|------------|-------|
| T                 | B  | 10/23/02 | SUBMIT ON RECORD              | EBK        | LD1   |
| T                 | B  | 10/23/02 | STAY OUT OF TROUBLE           | EBK        | LD1   |
| CONT DT: 01/08/03 |    |          | DEPT: 3 PURPOSE: STATUS CHECK | TIME: 0930 |       |
| T                 | B  | 01/08/03 | TBA358                        | EBK        | LD1   |
| T                 | B  | 01/08/03 | DISMISSED PER NEGOTIATIONS    | EBK        | LD1   |

## NOTATIONS:

1. MANDARIN

2. CA REQUEST

3.

4.

DISPOSITION

DISP. DATE

COMPLAINT: DN

01/08/03

I SWEAR THAT THIS IS A TRUE AND ACCURATE RECORD.

JUDGE'S SIGNATURE:

JUDGE ELIZABETH B. KOLKOSKI

I HEREBY CERTIFY that this is a  
full, true and correct copy of theproceedings  
made and entered on the above  
entitled action.Shirley Lomick  
MUNICIPAL COURT CLERK

IN THE MUNICIPAL COURT OF THE CITY OF LAS VEGAS, NEVADA

City of Las Vegas  
vs.

CASE NO. C519756 A

MEI JUAN ZHENG

CRIMINAL CHARGE: SOL/PROST

CITATION CHARGE: \_\_\_\_\_

PCN: \_\_\_\_\_

AKA \_\_\_\_\_ ID# 1797726 DR# \_\_\_\_\_

ARREST DATE/TIME: 12-11-01 RELEASE DATE: \_\_\_\_\_ BOND/BAIL: \_\_\_\_\_ \$ \_\_\_\_\_

ATTORNEY OF RECORD: H. Gordon

Now on JUN 24 2002, the above defendant came before the Court for Arraignment: The Defendant:  
☒ Present ☐ Not Present ☐ Presence Waived ☒ Represented by Counsel ☐ Waived Counsel ☐ In-custody  
☐ Defendant advised of his/her rights, and the charges by the Court ☐ Complaint dismissed by City  
 The Defendant entered a plea of: ☐ Guilty ☒ Not Guilty ☐ Nolo Contendere

Pretrial Date: \_\_\_\_\_ Defendant told to be present.

Now on \_\_\_\_\_ ☐ Charge Amended to PRETRIAL

☐ Present ☐ Not Present ☐ Change of Plea to \_\_\_\_\_ ☐ Submitted on Record ☐ Dismissed by City ☐ In-custody ☐ Maintained Not Guilty Plea  
☐ Presence Waived ☐ Represented by Counsel ☐ Waived Counsel

| PROCEEDING                                                                                                                                                                                                                                                                                                  | PROCEEDINGS<br>APPEARANCE HEARING       | CONTINUED TO                                                                                                    |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|-----------------------------------------------------------------------------------------------------------------|
| Date: MO. <u>12</u> Day <u>11</u> Yr. <u>01</u><br><input type="checkbox"/> Defendant Present <input type="checkbox"/> Not Present<br><input type="checkbox"/> In Custody <input type="checkbox"/> Counsel Present<br>City Att _____<br>Clerk _____<br>Judge _____                                          |                                         | Date: Mo. <u>6</u> Day <u>24</u> Yr. <u>02</u><br>Dept. <u>3</u> Time: <u>1Pm</u><br>For _____<br><u>PL</u>     |
| Date: MO. <u>JUN</u> Day <u>24</u> Yr. <u>2002</u><br><input type="checkbox"/> Defendant Present <input type="checkbox"/> Not Present<br><input type="checkbox"/> In Custody <input checked="" type="checkbox"/> Counsel Present<br>City Att _____<br>Clerk _____<br>Judge _____                            |                                         | Date: Mo. <u>8</u> Day <u>6</u> Yr. <u>02</u><br>Dept. <u>3</u> Time: <u>3P</u><br>For _____<br><u>TR</u>       |
| Date: MO. <u>JUL</u> Day <u>25</u> Yr. <u>2002</u><br><input checked="" type="checkbox"/> Defendant Present <input checked="" type="checkbox"/> Not Present<br><input type="checkbox"/> In Custody <input checked="" type="checkbox"/> Counsel Present<br>City Att _____<br>Clerk _____<br>Judge <u>EDK</u> | <u>MANDARIN</u><br><u>ord 1 INTERP.</u> | Date: Mo. <u>8</u> Day <u>29</u> Yr. <u>02</u><br>Dept. <u>3</u> Time: <u>2P</u><br>For _____<br><u>Hearing</u> |
| Date: MO. <u>AUG</u> Day <u>29</u> Yr. <u>2002</u><br><input checked="" type="checkbox"/> Defendant Present <input type="checkbox"/> Not Present<br><input type="checkbox"/> In Custody <input checked="" type="checkbox"/> Counsel Present<br>City Att _____<br>Clerk _____<br>Judge <u>EBK</u>            | <u>ord INT.</u>                         | Date: Mo. <u>10</u> Day <u>23</u> Yr. <u>02</u><br>Dept. <u>3</u> Time: <u>3P</u><br>For _____<br><u>J</u>      |

11505-010-12/99 B

Submitted at City Council

Date 11/5/03 Item #72

DEFENDANT MEI Juan Zheng  
CASE NO. C-519756A  
CHARGE SOL./ Prost.

PAGE NO. 2

| PROCEEDING                  |                                                                                                                                                                                                                                                  | PROCEEDINGS<br>APPEARANCE — HEARING                                                                                                                                                                                     |                       | CONTINUED TO      |                      |
|-----------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|-------------------|----------------------|
| DATE<br><u>OCT 23 2003</u>  | <input checked="" type="checkbox"/> DEFENDANT PRESENT<br><input type="checkbox"/> NOT PRESENT<br><input type="checkbox"/> IN CUSTODY<br><input checked="" type="checkbox"/> COUNSEL PRESENT<br>CITY ATT _____<br>CLERK _____<br>JUDGE <u>SPK</u> | <u>Submit m record to 1/8/03</u><br><u>Standarder massage license at</u><br><u>4601 W. Sahara &amp; w/d pend.</u><br><u>exp. at 2009 Paradise &amp;</u><br><u>remain from working as a</u><br><u>massage therapist.</u> | DATE<br><u>1/8/03</u> | DEPT.<br><u>3</u> | TIME<br><u>9:30A</u> |
| DATE                        | <input type="checkbox"/> DEFENDANT PRESENT<br><input type="checkbox"/> NOT PRESENT<br><input type="checkbox"/> IN CUSTODY<br><input type="checkbox"/> COUNSEL PRESENT<br>CITY ATT _____<br>CLERK _____<br>JUDGE _____                            | <u>on 1/8/03 Dismiss</u><br><u>Δ To plead nolo CS20669A</u><br><u>Solicitation of Prostitution.</u><br><u>500T incl mco</u><br><u>100 + 60 + 10 on CS20669A</u>                                                         | DATE                  | DEPT.             | TIME                 |
| DATE                        | <input type="checkbox"/> DEFENDANT PRESENT<br><input type="checkbox"/> NOT PRESENT<br><input type="checkbox"/> IN CUSTODY<br><input type="checkbox"/> COUNSEL PRESENT<br>CITY ATT _____<br>CLERK _____<br>JUDGE _____                            | <u>if she fails to comply</u><br><u>she will be adjudicated</u><br><u>guilty.</u><br><u>DISMISSED</u><br><u>PER NEGOTIATIONS</u>                                                                                        | DATE                  | DEPT.             | TIME                 |
| DATE<br><u>Jan - 8 2003</u> | <input checked="" type="checkbox"/> DEFENDANT PRESENT<br><input type="checkbox"/> NOT PRESENT<br><input type="checkbox"/> IN CUSTODY<br><input checked="" type="checkbox"/> COUNSEL PRESENT<br>CITY ATT _____<br>CLERK _____<br>JUDGE <u>SPK</u> |                                                                                                                                                                                                                         | DATE                  | DEPT.             | TIME                 |
| DATE                        | <input type="checkbox"/> DEFENDANT PRESENT<br><input type="checkbox"/> NOT PRESENT<br><input type="checkbox"/> IN CUSTODY<br><input type="checkbox"/> COUNSEL PRESENT<br>CITY ATT _____<br>CLERK _____<br>JUDGE _____                            |                                                                                                                                                                                                                         | DATE                  | DEPT.             | TIME                 |
| DATE                        | <input type="checkbox"/> DEFENDANT PRESENT<br><input type="checkbox"/> NOT PRESENT<br><input type="checkbox"/> IN CUSTODY<br><input type="checkbox"/> COUNSEL PRESENT<br>CITY ATT _____<br>CLERK _____<br>JUDGE _____                            |                                                                                                                                                                                                                         | DATE                  | DEPT.             | TIME                 |

1320-008-10/95

I HEREBY CERTIFY that this is a  
full, true and correct copy of the  
minutes  
made and entered on the above  
entitled action  
Shirley Lomick  
MUNICIPAL COURT CLERK

BRADFORD R. JERBIC  
City Attorney  
400 East Stewart  
Las Vegas, Nevada 89101

**LAS VEGAS MUNICIPAL COURT  
CLARK COUNTY, NEVADA**

-oOo-

CITY OF LAS VEGAS,

Plaintiff,

vs.

MEI JUAN ZHENG,  
ID# 1797726

Defendant.

Case No. C519756A/B/C  
Dept. No. 3  
Code No. 5701/9631/9592

CRIMINAL COMPLAINT

COUNT A

The Defendant has committed the crime of SOLICITING PROSTITUTION (Misdemeanor - LVMC 10.36.020), in the manner following, to-wit: That the said Defendant, on or about the 11th day of December, 2001, within the City of Las Vegas, State of Nevada, did then and there offer to or agree with another, to-wit: Detective Guenther of the Las Vegas Metropolitan Police Department in the area of 2009 Paradise Road, to commit an act of prostitution, to-wit: by offering to masturbate Detective Guenther, for an undetermined sum of money.

COUNT B

The Defendant has committed the crime of MASSAGE PERSON OF OPPOSITE SEX (Misdemeanor - LVMC 6.52.120(B)), in the manner following, to-wit: That the said Defendant, on or about the 11th day of December, 2001, at and within the City of Las Vegas, State of Nevada, did then and there wilfully and unlawfully being a masseuse/masseur as defined in Section 6.52.020 of the Las Vegas Municipal Code, massage a person of the opposite sex, to-wit:

Las Vegas City Attorney  
400 E. Stewart Ave., 9th Floor  
Las Vegas, Nevada 89101  
702-229-6201

Submitted at City Council

Date 11/5/03 Item #72



1 Detective Guenther of the Las Vegas Metropolitan Police Department in the area of 2009  
2 Paradise Road.

3 COUNT C

4 The Defendant has committed the crime of NO MASSAGE LICENSE (Misdemeanor -  
5 LVMC 6.52.040), in the manner following, to-wit: That the said Defendant, on or about the 11th  
6 day of December 2001, at and within the City of Las Vegas, State of Nevada, did then and there  
7 wilfully and unlawfully engage in, conduct or carry on, or permit to be engaged in, conducted or  
8 carried on, in or upon the premises of 2009 Paradise Road, the operation of a massage  
9 establishment or the practice of massage, without first obtaining and thereafter maintaining a  
10 valid unexpired license or permit pursuant to Title 6 of the Las Vegas Municipal Code.

11 All of which is contrary to the form, force and effect of Statutes in such cases made and  
12 provided and against the peace and dignity of the City of Las Vegas, State of Nevada. Said  
13 Complainant makes this declaration on information and belief subject to the penalty of perjury.

14 DATED: June 5, 2002.

15 Benard G. Little

16 BENARD G. LITTLE, Complainant

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Las Vegas City Attorney  
400 E. Stewart Ave., 9th Floor  
Las Vegas, Nevada 89101  
702-229-6201

2

I HEREBY CERTIFY that this is a  
full, true and correct copy of the  
Complaint  
made and entered on the above  
entitled action.

Shirley Lornick  
MUNICIPAL COURT CLERK

DATE OF PRINT: 07/10/03

## JUDGMENT

CITY OF LAS VEGAS

PAGE 1 OF 2

VS

DEF: ZHEN, MEI JUAN

SS#: 622-06-4625 DOB: 11/21/61

HIST#: 0892318

AKA:

ID#: 1797726 SID#:

DR#: 2111090

CASE NUMBER: C-0519756-B VDT: 12/11/01 OCTDT: 10/29/02 OB: 1000 OCD:

NRS: CLO: 6.52.120

CFR:

VIOL CODE: 9631

VIOL: MASSAGE OPPOSITE SEX

ACC: SCH ZN: PREV: DRINK:

SMRY: PUR REC BW FBDU FPD BPD AD AP AB CD CP CB BOND FEED FEED TDUE

CPLT:

TOTAL DUE:

## P' TIONS:

| PW                                                              | ACTDT    | ACTION                          | JUDGE | CLERK |
|-----------------------------------------------------------------|----------|---------------------------------|-------|-------|
| T I                                                             | 12/11/01 | CONTINUANCE GRANTED             | EBK   | GEN   |
| CONT DT: 10/29/02 DEPT: 3 PURPOSE: CITY ATTORNEY REV TIME: 0930 |          |                                 |       |       |
| T N                                                             | 06/05/02 | SUMMONS ORDERED                 | MLF   | CMU   |
| CONT DT: 06/24/02 DEPT: 3 PURPOSE: ARRAIGNMENT TIME: 1300       |          |                                 |       |       |
| T N                                                             | 06/06/02 | SUMMONS SERVED                  | MLF   | CMU   |
| CONT DT: 06/24/02 DEPT: 3 PURPOSE: ARRAIGNMENT TIME: 1300       |          |                                 |       |       |
| T B                                                             | 06/24/02 | ATTRNY OF RCRD: GORDON          | EBK   | LD1   |
| T B                                                             | 06/24/02 | INTERPRETER NEEDED SEE NOTATION | EBK   | LD1   |
| . B                                                             | 06/24/02 | SEE NOTATION LINES: 1           | EBK   | LD1   |
| T B                                                             | 06/24/02 | PLED NOT GUILTY                 | EBK   | LD1   |
| CONT DT: 08/06/02 DEPT: 3 PURPOSE: TRIAL TIME: 1500             |          |                                 |       |       |
| T A                                                             | 07/11/02 | SEE NOTATION LINES: 2           | EBK   | AM    |
| CONT DT: 07/25/02 DEPT: 3 PURPOSE: MOTIONS/PTS OF AU TIME: 1430 |          |                                 |       |       |
| T A                                                             | 07/25/02 | TBA223                          | EBK   | AM    |
| CONT DT: 08/29/02 DEPT: 3 PURPOSE: HEARING TIME: 1430           |          |                                 |       |       |
| T B                                                             | 08/29/02 | TBA253                          | EBK   | LD1   |
| T B                                                             | 08/29/02 | TFA417                          | JPL   | LD1   |
| CONT DT: 10/23/02 DEPT: 3 PURPOSE: TRIAL TIME: 1500             |          |                                 |       |       |
| T B                                                             | 10/23/02 | TBA412                          | EBK   | LD1   |

Submitted at City Council

Date 11/5/03 Item #72

DATE OF PRINT: 07/10/03

## JUDGMENT

CITY OF LAS VEGAS

PAGE 2 OF 2

VS

DEF: ZHEN, MEI JUAN

SS#: 622-06-4625 DOB: 11/21/61

HIST#: 0892318

AKA:

ID#: 1797726 SID#:

DR#: 2111090

CASE NUMBER: C-0519756-B VDT: 12/11/01 OCTDT: 10/29/02 OB: 1000 OCD:

## ACTIONS: (CONTINUED)

| TYP               | PW | ACTDT    | ACTION                        | JUDGE      | CLERK |
|-------------------|----|----------|-------------------------------|------------|-------|
| T                 | B  | 10/23/02 | SUBMIT ON RECORD              | EBK        | LD1   |
| T                 | B  | 10/23/02 | STAY OUT OF TROUBLE           | EBK        | LD1   |
| CONT DT: 01/08/03 |    |          | DEPT: 3 PURPOSE: STATUS CHECK | TIME: 0930 |       |
| T                 | B  | 01/08/03 | TBA358                        | EBK        | LD1   |
| T                 | B  | 01/08/03 | DISMISSED PER NEGOTIATIONS    | EBK        | LD1   |

## NOTATIONS:

1. MANDARIN

2. CA REQUEST

3.

4.

DISPOSITION DISP. DATE

COMPLAINT: DN 01/08/03

I SWEAR THAT THIS IS A TRUE AND ACCURATE RECORD.

JUDGE'S SIGNATURE:

JUDGE ELIZABETH B. KOLKOSKI

I HEREBY CERTIFY that this is a  
full, true and correct copy of theproceedings  
made and entered on the above  
entitled action.Shirley Lomick  
MUNICIPAL COURT CLERK

## IN THE MUNICIPAL COURT OF THE CITY OF LAS VEGAS, NEVADA

City of Las Vegas

vs.

CASE NO.

C519756B

CRIMINAL CHARGE:

NASS. PEAS. OPP. SEX

CITATION CHARGE:

PCN:

AKA

ID#

179 7726

DR#

ARREST

RELEASE

DATE/TIME: 12-14-01

DATE:

BOND/BAIL:

\$

ATTORNEY OF RECORD:

H. Gordon

Now on 11/24/02

the above defendant came before the Court for Arraignment: The Defendant:

☒ Present☐ Not Present☐ Presence Waived☒ Represented by Counsel☐ Waived Counsel☐ In-custody☐ Defendant advised of his/her rights, and the charges by the Court☐ Complaint dismissed by City

The Defendant entered a plea of:

☐ Guilty☒ Not Guilty☐ Nolo Contendere

Pretrial Date

Defendant told to be present.

## PRETRIAL

Now on

☐ Charge Amended to☐ Change of Plea to☐ Submitted on Record☐ Dismissed by City☐ In-custody☐ Maintained Not Guilty Plea☐ Present☐ Not Present☐ Presence Waived☐ Represented by Counsel☐ Waived Counsel

## PROCEEDING

PROCEEDINGS  
APPEARANCE HEARING

## CONTINUED TO

Date: MO. Day Yr.  
12 11 01☐ Defendant Present ☐ Not Present  
☐ In Custody ☐ Counsel Present

City Att

Clerk

Judge

Date: MO. Day Yr.  
JUN 24 2002☒ Defendant Present ☐ Not Present  
☐ In Custody ☒ Counsel Present

City Att

Clerk

Judge

Date: MO. Day Yr.  
JUL 25 2002☒ Defendant Present ☐ Not Present  
☐ In Custody ☒ Counsel Present

City Att

Clerk

Judge

Date: MO. Day Yr.  
AUG 29☒ Defendant Present ☐ Not Present  
☐ In Custody ☒ Counsel Present

City Att

Clerk

Judge

THE DEFENDANT WAS IN CUSTODY  
BUT WAS RELEASED BY WAY OF:( ) PRE-TRIAL SERVICES OR  
( ) JUDICIAL OR  
( ) MEDICAL REQUESTDate: Mo. Day Yr.  
6 24 02Dept. 3 Time: 1P  
For

PL

Date: Mo. Day Yr.  
8 6 02Dept. 3 Time: 3P  
For

72

Date: Mo. Day Yr.  
8 29 02Dept. 3 Time: 230  
ForMandarin  
HearingDate: Mo. Day Yr.  
10 23 02Dept. 3 Time: 3P  
For

T

11505-010-12/01 B

Submitted at City Council

Date 11/5/03 Item #12

DEFENDANT MEI Juan Zheng  
CASE NO. C-519756-B  
CHARGE Mass. Pers. Off. Sex

PROCEEDING PROCEEDINGS  
APPEARANCE — HEARING

| PROCEEDING                                            |                         | CONTINUED TO      |                |
|-------------------------------------------------------|-------------------------|-------------------|----------------|
| DATE                                                  |                         | DATE              | DEPT.          |
| <u>DEC 23 2002</u>                                    | <u>Sec. C 519756A</u>   | <u>1/8/03</u>     | <u>DEPT. 3</u> |
| DEFENDANT PRESENT <input checked="" type="checkbox"/> |                         | TIME <u>9:30A</u> | FOR            |
| NOT PRESENT <input type="checkbox"/>                  |                         |                   |                |
| IN CUSTODY <input type="checkbox"/>                   |                         |                   |                |
| COUNSEL PRESENT <input checked="" type="checkbox"/>   |                         |                   | <u>SC</u>      |
| CITY ATT <u>      </u>                                |                         |                   |                |
| CLERK <u>      </u>                                   |                         |                   |                |
| JUDGE <u>SK</u>                                       |                         |                   |                |
| DATE <u>JAN -8 2003</u>                               |                         | DATE              | DEPT.          |
| DEFENDANT PRESENT <input checked="" type="checkbox"/> | <u>DISMISSED</u>        | TIME              | FOR            |
| NOT PRESENT <input type="checkbox"/>                  | <u>PER NEGOTIATIONS</u> |                   |                |
| IN CUSTODY <input checked="" type="checkbox"/>        |                         |                   |                |
| COUNSEL PRESENT <input checked="" type="checkbox"/>   |                         |                   |                |
| CITY ATT <u>      </u>                                |                         |                   |                |
| CLERK <u>      </u>                                   |                         |                   |                |
| JUDGE <u>SK</u>                                       |                         |                   |                |
| DATE                                                  |                         | DATE              | DEPT.          |
| DEFENDANT PRESENT <input type="checkbox"/>            |                         | TIME              | FOR            |
| NOT PRESENT <input type="checkbox"/>                  |                         |                   |                |
| IN CUSTODY <input type="checkbox"/>                   |                         |                   |                |
| COUNSEL PRESENT <input type="checkbox"/>              |                         |                   |                |
| CITY ATT <u>      </u>                                |                         |                   |                |
| CLERK <u>      </u>                                   |                         |                   |                |
| JUDGE <u>      </u>                                   |                         |                   |                |
| DATE                                                  |                         | DATE              | DEPT.          |
| DEFENDANT PRESENT <input type="checkbox"/>            |                         | TIME              | FOR            |
| NOT PRESENT <input type="checkbox"/>                  |                         |                   |                |
| IN CUSTODY <input type="checkbox"/>                   |                         |                   |                |
| COUNSEL PRESENT <input type="checkbox"/>              |                         |                   |                |
| CITY ATT <u>      </u>                                |                         |                   |                |
| CLERK <u>      </u>                                   |                         |                   |                |
| JUDGE <u>      </u>                                   |                         |                   |                |
| DATE                                                  |                         | DATE              | DEPT.          |
| DEFENDANT PRESENT <input type="checkbox"/>            |                         | TIME              | FOR            |
| NOT PRESENT <input type="checkbox"/>                  |                         |                   |                |
| IN CUSTODY <input type="checkbox"/>                   |                         |                   |                |
| COUNSEL PRESENT <input type="checkbox"/>              |                         |                   |                |
| CITY ATT <u>      </u>                                |                         |                   |                |
| CLERK <u>      </u>                                   |                         |                   |                |
| JUDGE <u>      </u>                                   |                         |                   |                |
| DATE                                                  |                         | DATE              | DEPT.          |
| DEFENDANT PRESENT <input type="checkbox"/>            |                         | TIME              | FOR            |
| NOT PRESENT <input type="checkbox"/>                  |                         |                   |                |
| IN CUSTODY <input type="checkbox"/>                   |                         |                   |                |
| COUNSEL PRESENT <input type="checkbox"/>              |                         |                   |                |
| CITY ATT <u>      </u>                                |                         |                   |                |
| CLERK <u>      </u>                                   |                         |                   |                |
| JUDGE <u>      </u>                                   |                         |                   |                |

1320-008-10/95

CITY COUNCIL MEETING OF NOVEMBER 5, 2003 PAGE

I HEREBY CERTIFY that this is a  
full, true and correct copy of the  
Minutes  
made and entered on the above  
entitled action.  
Shirley Lomick  
MUNICIPAL COURT CLERK

1 BRADFORD R. JERBIC  
 2 City Attorney  
 3 400 East Stewart  
 4 Las Vegas, Nevada 89101

5 **LAS VEGAS MUNICIPAL COURT**  
 6 **CLARK COUNTY, NEVADA**

7 -oOo-

8 CITY OF LAS VEGAS,

9 Plaintiff,

10 vs.

11 MEI JUAN ZHENG,  
 12 ID# 1797726

13 Defendant.

Case No. C519756A/B/C  
 Dept. No. 3  
 Code No. 5701/9631/9592

CRIMINAL COMPLAINT

14 COUNT A

15 The Defendant has committed the crime of SOLICITING PROSTITUTION  
 16 (Misdemeanor - LVMC 10.36.020), in the manner following, to-wit: That the said Defendant, on  
 17 or about the 11th day of December, 2001, within the City of Las Vegas, State of Nevada, did then  
 18 and there offer to or agree with another, to-wit: Detective Guenther of the Las Vegas  
 19 Metropolitan Police Department in the area of 2009 Paradise Road, to commit an act of  
 20 prostitution, to-wit: by offering to masturbate Detective Guenther, for an undetermined sum of  
 21 money.  
 22

23 COUNT B

24 The Defendant has committed the crime of MASSAGE PERSON OF OPPOSITE SEX  
 25 (Misdemeanor - LVMC 6.52.120(B)), in the manner following, to-wit: That the said Defendant,  
 26 on or about the 11th day of December, 2001, at and within the City of Las Vegas, State of  
 27 Nevada, did then and there wilfully and unlawfully being a masseuse/masseur as defined in  
 28 Section 6.52.020 of the Las Vegas Municipal Code, massage a person of the opposite sex, to-wit:

Las Vegas City Attorney  
 400 E. Stewart Ave., 9th Floor  
 Las Vegas, Nevada 89101  
 702-229-6201

Submitted at City Council

Date 11/5/03 Item #72

1 Detective Guenther of the Las Vegas Metropolitan Police Department in the area of 2009  
2 Paradise Road.

3 COUNT C

4 The Defendant has committed the crime of NO MASSAGE LICENSE (Misdemeanor -  
5 LVMC 6.52.040), in the manner following, to-wit: That the said Defendant, on or about the 11th  
6 day of December 2001, at and within the City of Las Vegas, State of Nevada, did then and there  
7 wilfully and unlawfully engage in, conduct or carry on, or permit to be engaged in, conducted or  
8 carried on, in or upon the premises of 2009 Paradise Road, the operation of a massage  
9 establishment or the practice of massage, without first obtaining and thereafter maintaining a  
10 valid unexpired license or permit pursuant to Title 6 of the Las Vegas Municipal Code.

11 All of which is contrary to the form, force and effect of Statutes in such cases made and  
12 provided and against the peace and dignity of the City of Las Vegas, State of Nevada. Said  
13 Complainant makes this declaration on information and belief subject to the penalty of perjury.

14 DATED: June 5, 2002.

Benard G. Little

15 BENARD G. LITTLE, Complainant  
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Las Vegas City Attorney  
400 E. Stewart Ave., 9th Floor  
Las Vegas, Nevada 89101  
702-229-6201

2

I HEREBY CERTIFY that this is a  
full, true and correct copy of the  
Complaint  
made and entered on the above  
entitled action  
Shirley Lomick  
MUNICIPAL COURT CLERK

DATE OF PRINT: 07/10/03

## JUDGMENT

CITY OF LAS VEGAS

PAGE 1 OF 2

VS

DEF: ZHEN, MEI JUAN

SS#: 622-06-4625 DOB: 11/21/61

HIST#: 0892318

AKA:

ID#: 1797726 SID#:

DR#: 2111090

CASE NUMBER: C-0519756-C VDT: 12/11/01 OCTDT: 10/29/02 OB: 500 OCD:

NRS: CLO: 6.52.250

CFR:

VIOL CODE: 9595

VIOL: NO MESSAGE PERMIT

ACC: SCH ZN: PREV: DRINK:

SMRY: PUR REC BW FBDU FPD BPD AD AP AB CD CP CB BOND FEED FEED TDUE

CPLT:

TOTAL DUE:

## ACTIONS:

| PW                                                              | ACTDT    | ACTION                          | JUDGE | CLERK |
|-----------------------------------------------------------------|----------|---------------------------------|-------|-------|
| T I                                                             | 12/11/01 | CONTINUANCE GRANTED             | EBK   | GEN   |
| CONT DT: 10/29/02 DEPT: 3 PURPOSE: CITY ATTORNEY REV TIME: 0930 |          |                                 |       |       |
| T N                                                             | 06/05/02 | SUMMONS ORDERED                 | MLF   | CMU   |
| CONT DT: 06/24/02 DEPT: 3 PURPOSE: ARRAIGNMENT TIME: 1300       |          |                                 |       |       |
| T N                                                             | 06/06/02 | SUMMONS SERVED                  | MLF   | CMU   |
| CONT DT: 06/24/02 DEPT: 3 PURPOSE: ARRAIGNMENT TIME: 1300       |          |                                 |       |       |
| T B                                                             | 06/24/02 | ATTRNY OF RCRD: GORDON          | EBK   | LD1   |
| T B                                                             | 06/24/02 | INTERPRETER NEEDED SEE NOTATION | EBK   | LD1   |
| - B                                                             | 06/24/02 | SEE NOTATION LINES: 1           | EBK   | LD1   |
| T B                                                             | 06/24/02 | PLED NOT GUILTY                 | EBK   | LD1   |
| CONT DT: 08/06/02 DEPT: 3 PURPOSE: TRIAL TIME: 1500             |          |                                 |       |       |
| T N                                                             | 07/11/02 | SEE NOTATION LINES: 2           | EBK   | AM    |
| CONT DT: 07/25/02 DEPT: 3 PURPOSE: MOTIONS/PTS OF AU TIME: 1430 |          |                                 |       |       |
| T A                                                             | 07/25/02 | TBA223                          | EBK   | AM    |
| CONT DT: 08/29/02 DEPT: 3 PURPOSE: HEARING TIME: 1430           |          |                                 |       |       |
| T B                                                             | 08/29/02 | TBA253                          | EBK   | LD1   |
| T B                                                             | 08/29/02 | TFA417                          | JPL   | LD1   |
| CONT DT: 10/23/02 DEPT: 3 PURPOSE: TRIAL TIME: 1500             |          |                                 |       |       |
| T B                                                             | 10/23/02 | TBA412                          | EBK   | LD1   |

Submitted at City Council

Date 11/5/03 Item #72



DATE OF PRINT: 07/10/03

## JUDGMENT

CITY OF LAS VEGAS  
VS

PAGE 2 OF 2

DEF: ZHEN, MEI JUAN  
AKA:SS#: 622-06-4625 DOB: 11/21/61  
ID#: 1797726 SID#:HIST#: 0892318  
DR#: 2111090

CASE NUMBER: C-0519756-C VDT: 12/11/01 OCTDT: 10/29/02 OB: 500 OCD:

## ACTIONS: (CONTINUED)

| TYP                                             | PW | ACTDT    | ACTION                     | JUDGE | CLERK |
|-------------------------------------------------|----|----------|----------------------------|-------|-------|
| T                                               | B  | 10/23/02 | SUBMIT ON RECORD           | EBK   | LD1   |
| T                                               | B  | 10/23/02 | STAY OUT OF TROUBLE        | EBK   | LD1   |
| CONT DT: 01/08/03 DEPT: 3 PURPOSE: STATUS CHECK |    |          | TIME: 0930                 |       |       |
| T                                               | B  | 01/08/03 | TBA358                     | EBK   | LD1   |
| T                                               | B  | 01/08/03 | DISMISSED PER NEGOTIATIONS | EBK   | LD1   |

## NOTATIONS:

1. MANDARIN 2. CA REQUEST 3. 4.

DISPOSITION DISP. DATE

COMPLAINT: DN 01/08/03

I SWEAR THAT THIS IS A TRUE AND ACCURATE RECORD.

JUDGE'S SIGNATURE: \_\_\_\_\_

JUDGE ELIZABETH B. KOLKOSKI

I HEREBY CERTIFY that this is a  
full, true and correct copy of the  
proceedings  
made and entered on the above  
entitled action.  
*Shirley Lomick*  
MUNICIPAL COURT CLERK

## IN THE MUNICIPAL COURT OF THE CITY OF LAS VEGAS, NEVADA

City of Las Vegas

vs.

CASE NO. C519756 CCRIMINAL CHARGE: NO MASS. LIC

CITATION CHARGE: \_\_\_\_\_

PCN: \_\_\_\_\_

AKA \_\_\_\_\_ ID# 1797724 DR# \_\_\_\_\_ARREST DATE/TIME: 12-11-01 RELEASE DATE: \_\_\_\_\_ BOND/BAIL: \_\_\_\_\_ \$ \_\_\_\_\_ATTORNEY OF RECORD: Gordon

Now on JUN 24 2002 the above defendant came before the Court for Arraignment. The Defendant:

☒ Present ☐ Not Present ☐ Presence Waived ☒ Represented by Counsel ☐ Waived Counsel ☐ In-custody

☐ Defendant advised of his/her rights, and the charges by the Court ☐ Complaint dismissed by City

The Defendant entered a plea of: ☐ Guilty ☒ Not Guilty ☐ Nolo Contendre

Pretrial Date: \_\_\_\_/\_\_\_\_/\_\_\_\_ Defendant told to be present.

Now on \_\_\_\_/\_\_\_\_/\_\_\_\_ ☐ Charge Amended to \_\_\_\_\_

☐ Change of Plea to \_\_\_\_\_ ☐ Submitted on Record ☐ Dismissed by City ☐ In-custody ☐ Maintained Not Guilty Plea

☐ Present ☐ Not Present ☐ Presence Waived ☐ Represented by Counsel ☐ Waived Counsel

| PROCEEDING                                                                                                                                                                                                                                                                                          | PROCEEDINGS<br>APPEARANCE HEARING                                                                                                  | CONTINUED TO                                                                                                       |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------|
| Date: MO. Day Yr.<br><u>12</u> <u>11</u> <u>01</u><br><input type="checkbox"/> Defendant Present <input type="checkbox"/> Not Present<br><input type="checkbox"/> In Custody <input type="checkbox"/> Counsel Present<br>City Att _____<br>Clerk _____<br>Judge _____                               | THE DEFENDANT WAS IN CUSTODY<br>BUT WAS RELEASED BY WAY OF:<br>( ) PRE-TRIAL SERVICES OR<br>( ) JUDICIAL OR<br>( ) MEDICAL REQUEST | Date: Mo. Day Yr.<br><u>6</u> <u>24</u> <u>02</u><br>Dept. <u>3</u> Time: <u>1P</u><br>For _____<br><u>PL</u>      |
| Date: MO. Day Yr.<br><u>JUN</u> <u>24</u> <u>2002</u><br><input checked="" type="checkbox"/> Defendant Present <input type="checkbox"/> Not Present<br><input type="checkbox"/> In Custody <input checked="" type="checkbox"/> Counsel Present<br>City Att _____<br>Clerk _____<br>Judge _____      |                                                                                                                                    | Date: Mo. Day Yr.<br><u>8</u> <u>6</u> <u>02</u><br>Dept. <u>3</u> Time: <u>3P</u><br>For _____<br><u>PR</u>       |
| Date: MO. Day Yr.<br><u>JUL</u> <u>25</u> <u>2002</u><br><input checked="" type="checkbox"/> Defendant Present <input type="checkbox"/> Not Present<br><input type="checkbox"/> In Custody <input checked="" type="checkbox"/> Counsel Present<br>City Att _____<br>Clerk _____<br>Judge <u>ERK</u> | <u>Mandarin</u>                                                                                                                    | Date: Mo. Day Yr.<br><u>8</u> <u>29</u> <u>02</u><br>Dept. <u>3</u> Time: <u>23</u><br>For _____<br><u>Hearing</u> |
| Date: MO. Day Yr.<br><u>AUG</u> <u>9</u> _____<br><input checked="" type="checkbox"/> Defendant Present <input type="checkbox"/> Not Present<br><input type="checkbox"/> In Custody <input checked="" type="checkbox"/> Counsel Present<br>City Att _____<br>Clerk _____<br>Judge <u>ERK</u>        |                                                                                                                                    | Date: Mo. Day Yr.<br><u>10</u> <u>23</u> <u>02</u><br>Dept. <u>3</u> Time: <u>3P</u><br>For _____<br><u>T</u>      |

11505-010-12/01 B

Submitted at City Council

Date 11/5/03 Item #72

DEFENDANT Mei Juan Zheng  
CASE NO. C-519756-C  
CHARGE NO MASS. LIC.

PAGE NO. 2

PROCEEDINGS  
APPEARANCE — HEARING

PROCEEDING

CONTINUED TO

| DATE                                                                                                                                                                                                                                                                                        | PROCEEDING                                           | CONTINUED TO                                                                                                                              |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------|
| DATE <u>OCT 23 2002</u>                                                                                                                                                                                                                                                                     | <u>See C 519 756 A</u>                               | DATE <u>1/8/03</u> DEPT. <u>3</u><br>TIME <u>9:30A</u><br>FOR<br><u>SC</u>                                                                |
| DEFENDANT PRESENT <input checked="" type="checkbox"/><br>NOT PRESENT <input type="checkbox"/><br>IN CUSTODY <input type="checkbox"/><br>COUNSEL PRESENT <input checked="" type="checkbox"/><br>CITY ATT <u>                    </u><br>CLERK <u>                    </u><br>JUDGE <u>SC</u> |                                                      |                                                                                                                                           |
| DATE <u>JAN - 8 2003</u>                                                                                                                                                                                                                                                                    | <u>DISMISSED - 8 2003</u><br><u>PER NEGOTIATIONS</u> | DATE <u>                    </u> DEPT. <u>                    </u><br>TIME <u>                    </u><br>FOR <u>                    </u> |
| DEFENDANT PRESENT <input checked="" type="checkbox"/><br>NOT PRESENT <input type="checkbox"/><br>IN CUSTODY <input type="checkbox"/><br>COUNSEL PRESENT <input checked="" type="checkbox"/><br>CITY ATT <u>                    </u><br>CLERK <u>                    </u><br>JUDGE <u>SC</u> |                                                      |                                                                                                                                           |
| DATE <u>                    </u>                                                                                                                                                                                                                                                            |                                                      | DATE <u>                    </u> DEPT. <u>                    </u><br>TIME <u>                    </u><br>FOR <u>                    </u> |
| DEFENDANT PRESENT <input type="checkbox"/><br>NOT PRESENT <input type="checkbox"/><br>IN CUSTODY <input type="checkbox"/><br>COUNSEL PRESENT <input type="checkbox"/><br>CITY ATT <u>                    </u><br>CLERK <u>                    </u><br>JUDGE <u>                    </u>     |                                                      |                                                                                                                                           |
| DATE <u>                    </u>                                                                                                                                                                                                                                                            |                                                      | DATE <u>                    </u> DEPT. <u>                    </u><br>TIME <u>                    </u><br>FOR <u>                    </u> |
| DEFENDANT PRESENT <input type="checkbox"/><br>NOT PRESENT <input type="checkbox"/><br>IN CUSTODY <input type="checkbox"/><br>COUNSEL PRESENT <input type="checkbox"/><br>CITY ATT <u>                    </u><br>CLERK <u>                    </u><br>JUDGE <u>                    </u>     |                                                      |                                                                                                                                           |
| DATE <u>                    </u>                                                                                                                                                                                                                                                            |                                                      | DATE <u>                    </u> DEPT. <u>                    </u><br>TIME <u>                    </u><br>FOR <u>                    </u> |
| DEFENDANT PRESENT <input type="checkbox"/><br>NOT PRESENT <input type="checkbox"/><br>IN CUSTODY <input type="checkbox"/><br>COUNSEL PRESENT <input type="checkbox"/><br>CITY ATT <u>                    </u><br>CLERK <u>                    </u><br>JUDGE <u>                    </u>     |                                                      |                                                                                                                                           |
| DATE <u>                    </u>                                                                                                                                                                                                                                                            |                                                      | DATE <u>                    </u> DEPT. <u>                    </u><br>TIME <u>                    </u><br>FOR <u>                    </u> |

1320-008-10/95

I HEREBY CERTIFY that this is a  
full, true and correct copy of the

Minutes  
made and entered on the above  
entitled action.

Shirley Lomick  
MUNICIPAL COURT CLERK

BRADFORD R. JERBIC  
City Attorney  
400 East Stewart  
Las Vegas, Nevada 89101

**LAS VEGAS MUNICIPAL COURT  
CLARK COUNTY, NEVADA**

-oOo-

CITY OF LAS VEGAS,

Plaintiff,

vs.

MEI JUAN ZHENG,  
ID# 1797726

Defendant.

Case No. C519756A/B/C  
Dept. No. 3  
Code No. 5701/9631/9592

CRIMINAL COMPLAINT

**COUNT A**

The Defendant has committed the crime of SOLICITING PROSTITUTION (Misdemeanor - LVMC 10.36.020), in the manner following, to-wit: That the said Defendant, on or about the 11th day of December, 2001, within the City of Las Vegas, State of Nevada, did then and there offer to or agree with another, to-wit: Detective Guenther of the Las Vegas Metropolitan Police Department in the area of 2009 Paradise Road, to commit an act of prostitution, to-wit: by offering to masturbate Detective Guenther, for an undetermined sum of money.

**COUNT B**

The Defendant has committed the crime of MASSAGE PERSON OF OPPOSITE SEX (Misdemeanor - LVMC 6.52.120(B)), in the manner following, to-wit: That the said Defendant, on or about the 11th day of December, 2001, at and within the City of Las Vegas, State of Nevada, did then and there wilfully and unlawfully being a masseuse/masseur as defined in Section 6.52.020 of the Las Vegas Municipal Code, massage a person of the opposite sex, to-wit:

Las Vegas City Attorney  
400 E. Stewart Ave., 9th Floor  
Las Vegas, Nevada 89101  
702-229-6201

Submitted at City Council

Date 11/5/03 Item #72

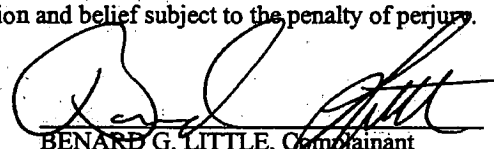
1 Detective Guenther of the Las Vegas Metropolitan Police Department in the area of 2009  
2 Paradise Road.

3 COUNT C

4 The Defendant has committed the crime of NO MASSAGE LICENSE (Misdemeanor -  
5 LVMC 6.52.040), in the manner following, to-wit: That the said Defendant, on or about the 11th  
6 day of December 2001, at and within the City of Las Vegas, State of Nevada, did then and there  
7 wilfully and unlawfully engage in, conduct or carry on, or permit to be engaged in, conducted or  
8 carried on, in or upon the premises of 2009 Paradise Road, the operation of a massage  
9 establishment or the practice of massage, without first obtaining and thereafter maintaining a  
10 valid unexpired license or permit pursuant to Title 6 of the Las Vegas Municipal Code.

11 All of which is contrary to the form, force and effect of Statutes in such cases made and  
12 provided and against the peace and dignity of the City of Las Vegas, State of Nevada. Said  
13 Complainant makes this declaration on information and belief subject to the penalty of perjury.

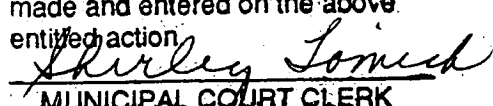
14 DATED: June 5, 2002.

15   
16 BENARD G. LITTLE, Complainant

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28  
  
Las Vegas City Attorney  
400 E. Stewart Ave., 9th Floor  
Las Vegas, Nevada 89101  
702-229-6201

2

I HEREBY CERTIFY that this is a  
full, true and correct copy of the  
Complaint  
made and entered on the above  
entitled action.

  
MUNICIPAL COURT CLERK

# GROUP 3

DATE OF PRINT: 07/10/03

## JUDGMENT

CITY OF LAS VEGAS

PAGE 1 OF 3

VS

DEF: ZHENG, MEI JUAN

SS#: 622-06-4625 DOB: 11/21/61

HIST#: 0892318

AKA:

ID#: 1797726 SID#:

DR#: 5232991

CASE NUMBER: C-0520669-A VDT: 05/23/02 OCTDT: 05/24/02 OB: 1000 OCD:

NRS: 207.030

CLO: 10.02.010

CFR:

VIOL CODE: 5718

VIOL: LOITERING FOR PURPOSE OF PROSTITUTION ACC: SCH ZN: PREV: DRINK:

SMRY: PUR REC BW FBDU FPD BPD AD AP AB CD CP CB BOND FEED FEED TDUE  
 CPLT: 100 100 60 60 10 10

TOTAL DUE:

## ACTIONS:

|   | PW | ACTDT             | ACTION                             | JUDGE      | CLERK |
|---|----|-------------------|------------------------------------|------------|-------|
| T | I  | 05/23/02          | CONTINUANCE GRANTED                |            | GEN   |
|   |    | CONT DT: 05/24/02 | DEPT: V PURPOSE: PROBABLE CAUSE    | TIME: 1400 |       |
| T | I  | 05/24/02          | VIDEO DEPARTMENT OFF               |            | APU   |
| T | I  | 05/24/02          | ADM ASSESSMENT BAIL POSTED=105     |            | APU   |
| T | I  | 05/24/02          | CONST ASSESMENT FEE BAIL POSTED=10 |            | APU   |
| T | I  | 05/24/02          | CASH BAIL POSTED= 1000             |            | APU   |
| - | N  | 05/24/02          | RELEASE FROM JAIL                  |            | APU   |
|   |    | CONT DT: 06/24/02 | DEPT: 3 PURPOSE: ARRAIGNMENT       | TIME: 1300 |       |
| T | B  | 06/24/02          | ATTRNY OF RCRD: GORDON             | EBK        | LD1   |
| T | B  | 06/24/02          | INTERPRETER NEEDED SEE NOTATION    | EBK        | LD1   |
| T | B  | 06/24/02          | SEE NOTATION LINES: 1              | EBK        | LD1   |
| T | B  | 06/24/02          | PLED NOT GUILTY                    | EBK        | LD1   |
|   |    | CONT DT: 08/06/02 | DEPT: 3 PURPOSE: TRIAL             | TIME: 1500 |       |
| T | A  | 07/25/02          | CONTINUANCE GRANTED                | EBK        | LD1   |
|   |    | CONT DT: 08/29/02 | DEPT: 3 PURPOSE: TRIAL SETTING     | TIME: 1430 |       |
| T | B  | 08/29/02          | CONTINUANCE GRANTED                | JPL        | LD1   |
|   |    | CONT DT: 10/23/02 | DEPT: 3 PURPOSE: TRIAL             | TIME: 1500 |       |

Submitted at City Council

Date 11/5/03 Item #72

DATE OF PRINT: 07/10/03

## JUDGMENT

CITY OF LAS VEGAS

PAGE 2 OF 3

VS

DEF: ZHENG, MEI JUAN

SS#: 622-06-4625 DOB: 11/21/61

HIST#: 0892318

AKA:

ID#: 1797726 SID#:

DR#: 5232991

CASE NUMBER: C-0520669-A VDT: 05/23/02 OCTDT: 05/24/02 OB: 1000 OCD:

## ACTIONS: (CONTINUED)

| TYP                                                          | PW | ACTDT    | ACTION                              | JUDGE | CLERK |
|--------------------------------------------------------------|----|----------|-------------------------------------|-------|-------|
| T                                                            | B  | 10/23/02 | TBA1059                             | EBK   | LD1   |
| T                                                            | B  | 10/23/02 | TBA412                              | EBK   | LD1   |
| CONT DT: 01/08/03 DEPT: 3 PURPOSE: CHANGE OF PLEA TIME: 0930 |    |          |                                     |       |       |
| T                                                            | B  | 01/08/03 | TBA358                              | EBK   | LD1   |
| T                                                            | B  | 01/08/03 | CHG PL TO NOLO-FINE IMPOSED= 100    | EBK   | LD1   |
| T                                                            | Y  | 01/08/03 | ADM ASSESS FEE DUE= 60              | EBK   | GEN   |
| T                                                            | B  | 01/08/03 | READY FOR REFUND                    | EBK   | LD1   |
| T                                                            | N  | 01/21/03 | CONVERT ADM ASSESSMNT TO PAID= 60   | EBK   | KF1   |
| T                                                            | N  | 01/21/03 | CONVERT CONS ASSES FEE BLPD TO PAID | EBK   | KF1   |
|                                                              | N  | 01/21/03 | BAIL CONVERTED TO FINE: 100         | EBK   | KF1   |
| T                                                            | N  | 01/21/03 | SEE NOTATION LINES: 2               | EBK   | KF1   |
| T                                                            | N  | 01/23/03 | ADM ASSESSMENT REFUND DUE= 45       | EBK   | ECR   |
| T                                                            | Y  | 01/23/03 | REFUND DUE= 900                     | EBK   | ECR   |



DATE OF PRINT: 07/10/03

## JUDGMENT

CITY OF LAS VEGAS

PAGE 3 OF 3

VS

DEF: ZHENG, MEI JUAN

SS#: 622-06-4625 DOB: 11/21/61

HIST#: 0892318

AKA:

ID#: 1797726 SID#:

DR#: 5232991

CASE NUMBER: C-0520669-A VDT: 05/23/02 OCTDT: 05/24/02 OB: 1000 OCD:

## ACTIONS: (CONTINUED)

| TYP | PW | ACTDT    | ACTION                               | JUDGE | CLERK |
|-----|----|----------|--------------------------------------|-------|-------|
| T   | N  | 01/24/03 | REFUND ISSUED ON CHECK NO: 009806    | EBK   | GEN   |
| T   | N  | 01/24/03 | REF ISS ON ADM ASSESSMNT CK#: 009806 | EBK   | GEN   |
| A   | N  | 03/04/03 | SEE NOTATION LINES: 12               | EBK   | JSW   |

## NOTATIONS:

|                      |            |    |    |
|----------------------|------------|----|----|
| 1. MANDARIN          | 2. RFC REV | 3. | 4. |
| 5. REFUND CK RTRN TO | 6. FINANCE | 7. | 8. |

DISPOSITION DISP. DATE

COMPLAINT: FP 100 01/24/03

I SWEAR THAT THIS IS A TRUE AND ACCURATE RECORD.

JUDGE'S SIGNATURE: \_\_\_\_\_

JUDGE ELIZABETH B. KOLKOSKI

I HEREBY CERTIFY that this is a  
full, true and correct copy of the  
Proceedings  
made and entered on the above  
entitled action.

Shirley Lomick  
MUNICIPAL COURT CLERK

IN THE MUNICIPAL COURT OF THE CITY OF LAS VEGAS, NEVADA

City of Las Vegas

vs.

Mei Juan Zheng

CASE NO. C520669A

CRIMINAL CHARGE: Loiter. Purp.

CITATION CHARGE: Prost.

PCN: \_\_\_\_\_

AKA \_\_\_\_\_ ID# 1797726 DR# \_\_\_\_\_

ARREST DATE/TIME: 5:23:02 RELEASE DATE: 524.02 BOND/MAIL: Cash \$ 1115.

ATTORNEY OF RECORD: GORDON 1349

ARRAIGNMENT

Now on JUN 24 2002, the above defendant came before the Court for Arraignment. The Defendant:  
☒ Present ☐ Not Present ☐ Presence Waived ☒ Represented by Counsel ☐ Waived Counsel ☐ In-custody  
☐ Defendant advised of his/her rights, and the charges by the Court ☐ Complaint dismissed by City  
 The Defendant entered a plea of: ☐ Guilty ☒ Not Guilty ☐ Nolo Contendere

Pretrial Date: \_\_\_\_/\_\_\_\_/\_\_\_\_ Defendant told to be present.

PRETRIAL

Now on \_\_\_\_/\_\_\_\_/\_\_\_\_ ☐ Charge Amended to \_\_\_\_\_

☐ Change of Plea to \_\_\_\_\_ ☐ Maintained Not Guilty Plea  
☐ Submitted on Record ☐ Dismissed by City ☐ In-custody  
☐ Present ☐ Not Present ☐ Presence Waived ☐ Represented by Counsel ☐ Waived Counsel

PROCEEDING

PROCEEDINGS  
APPEARANCE HEARING

CONTINUED TO

Date: MO. Day Yr.  
5 24 02

☐ Defendant Present ☐ Not Present  
☐ In Custody ☐ Counsel Present

City Att \_\_\_\_\_

Clerk CRT

Judge \_\_\_\_\_

Date: MO. Day Yr.

JUN 24 2002  
☒ Defendant Present ☐ Not Present  
☐ In Custody ☐ Counsel Present

City Att \_\_\_\_\_

Clerk \_\_\_\_\_

Judge \_\_\_\_\_

Date: MO. Day Yr.

JUL 25 2002  
☐ Defendant Present ☒ Not Present  
☐ In Custody ☐ Counsel Present

City Att \_\_\_\_\_

Clerk \_\_\_\_\_

Judge \_\_\_\_\_

Date: MO. Day Yr.

1 9 02  
☒ Defendant Present ☐ Not Present  
☐ In Custody ☐ Counsel Present

City Att \_\_\_\_\_

Clerk \_\_\_\_\_

Judge SA

11601-003-10/99 B

RELEASE. BOND (BAIL)

Date: Mo. Day Yr.  
6 24 02

Dept. 3 Time: 4pm  
For \_\_\_\_\_

AR.

Date: Mo. Day Yr.

8 24 02

Dept. 3 Time: 3P  
For \_\_\_\_\_

TR

Date: Mo. Day Yr.

8 29 02

Dept. 3 Time: 2<sup>30</sup>  
For \_\_\_\_\_

TR Set

Date: Mo. Day Yr.

10 23 02

Dept. 3 Time: 3P  
For \_\_\_\_\_

T

Submitted at City Council

Date 11/5/03 Item #72

DEFENDANT Mei Juan Zheng  
CASE NO. C-520669-A  
CHARGE Loit. purp. Prost.

PAGE NO. 2

PROCEEDING

PROCEEDINGS  
APPEARANCE — HEARING

CONTINUED TO

DATE OCT 23 2002

DEFENDANT PRESENT ☒  
NOT PRESENT ☐  
IN CUSTODY ☐  
COUNSEL PRESENT ☒

CITY ATT \_\_\_\_\_

CLERK \_\_\_\_\_

JUDGE EPK

DATE

JAN - 8 2003

DEFENDANT PRESENT ☒  
NOT PRESENT ☐  
IN CUSTODY ☐  
COUNSEL PRESENT ☒

CITY ATT \_\_\_\_\_

CLERK \_\_\_\_\_

JUDGE EPK

DATE

DEFENDANT PRESENT ☐  
NOT PRESENT ☐  
IN CUSTODY ☐  
COUNSEL PRESENT ☐

CITY ATT \_\_\_\_\_

CLERK \_\_\_\_\_

JUDGE \_\_\_\_\_

DATE

DEFENDANT PRESENT ☐  
NOT PRESENT ☐  
IN CUSTODY ☐  
COUNSEL PRESENT ☐

CITY ATT \_\_\_\_\_

CLERK \_\_\_\_\_

JUDGE \_\_\_\_\_

DATE

DEFENDANT PRESENT ☐  
NOT PRESENT ☐  
IN CUSTODY ☐  
COUNSEL PRESENT ☐

CITY ATT \_\_\_\_\_

CLERK \_\_\_\_\_

JUDGE \_\_\_\_\_

DATE

DEFENDANT PRESENT ☐  
NOT PRESENT ☐  
IN CUSTODY ☐  
COUNSEL PRESENT ☐

CITY ATT \_\_\_\_\_

CLERK \_\_\_\_\_

JUDGE \_\_\_\_\_

DATE

Det. McCarthy - did  
not return subpoena  
Had appendicitis -  
on leave on a honeymoon.

GH NO 10  
\$ 100 + 60 + 10  
agrees not to practice  
Massage Therapy w/in  
city of Las Vegas.

DATE 1/8/03 DEPT. 3  
TIME 10:30A

FOR  
CHANGE PLEA  
EPK

DATE DEPT.

TIME

FOR

DATE DEPT.

TIME

FOR

DATE DEPT.

TIME

FOR

DATE DEPT.

TIME

FOR

DATE DEPT.

TIME

FOR

1320-008-10/95

I HEREBY CERTIFY that this is a  
full, true and correct copy of the

minutes

made and entered on the above  
entitled action.

Shirley Lomick  
MUNICIPAL COURT CLERK

BRADFORD R. JERBIC  
City Attorney  
400 East Stewart  
Las Vegas, Nevada 89101

**LAS VEGAS MUNICIPAL COURT  
CLARK COUNTY, NEVADA**

-oOo-

CITY OF LAS VEGAS,

Plaintiff,

vs.

MEI JUAN ZHENG,  
ID# 1797726

Defendant.

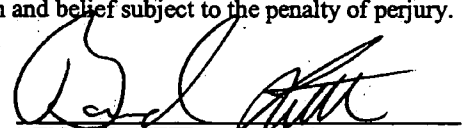
Case No. C520669A  
Dept. No. 3  
Code No. 5701

**CRIMINAL COMPLAINT**

The Defendant has committed the crime of SOLICITING PROSTITUTION (Misdemeanor - LVMC 10.36.020), in the manner following, to-wit: That the said Defendant, on or about the 23rd day of May, 2002, within the City of Las Vegas, State of Nevada, did receive Detective McCarthy of the Las Vegas Metropolitan Police Department into Joyful Chinese Massage, located at 2009 Paradise Road, for the purpose of performing an act of prostitution to wit: masturbation for an undisclosed sum of money, or knowingly permit Detective McCarthy to remain at 2009 Paradise Road for such purpose.

All of which is contrary to the form, force and effect of Statutes in such cases made and provided and against the peace and dignity of the City of Las Vegas, State of Nevada. Said Complainant makes this declaration on information and belief subject to the penalty of perjury.

DATED: June 5, 2002.

  
BENARD LITTLE, Complainant

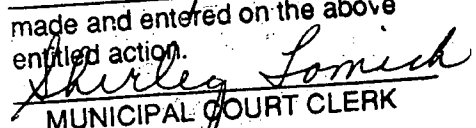
Las Vegas City Attorney  
400 E. Stewart Ave., 9th Floor  
Las Vegas, Nevada 89101  
702-229-6201

Submitted at City Council

Date 11/5/03 Item #72

I HEREBY CERTIFY that this is a full, true and correct copy of the Complaint

made and entered on the above entitled action.

  
MUNICIPAL COURT CLERK

GINAL

Submitted at City Council  
Date 11/5/2003 Item #12

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**City Council Meeting  
November 5, 2003**

**Verbatim Transcript: Item 72**

**1 ABEYANCE ITEM - Hearing, discussion and possible action regarding complaint seeking  
2 disciplinary action against Li Sheng Zhang d/b/a Joyful Massage Therapy, 2009 Paradise  
3 Road, Las Vegas, Clark County, Nevada, for violations of Title 6 of the Las Vegas  
4 Municipal Code - Ward 3 (Reese)**

**5  
6  
7 Appearance List:**

**8 OSCAR GOODMAN, Mayor**

**9 BRAD JERBIC, City Attorney**

**10 JOHN WAWERNA, Attorney, appearing on behalf of LI SHENG ZHANG, who was also  
11 present**

**12 MICHAEL MACK, Councilman**

**13 JIM DiFIORE, Manager Business Services**

**14 GARY REESE, Councilman**

**15 LYNETTE BOGGS McDONALD, Councilwoman**

**16 BILL HENRY, Sr. Litigation Counsel**

**17 JANET MONCRIEF, Councilwoman**

**18 JOHN REDLEIN, Assistant City Attorney**

**19 BARBARA JO RONEMUS, City Clerk**

**20  
21 (10:35 – 11:09/3:52 – 3:57/4:05 – 4:07)**

**22 1-3618/2-1/5-2745/5-3458**

**23 41 Minutes**

**24  
25  
26 Typed by: Vicky Darling**

**27 Proofed by: Angela Crolli**

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**VERBATIM TRANSCRIPT: ITEM 72**

29 **MAYOR GOODMAN**

30 Item Number 72 is a hearing, discussion and possible action regarding complaint seeking  
31 disciplinary action against Li Sheng Zhang doing business as Joyful Massage Therapy at 2009  
32 Paradise Road. This is in Ward 3. All right. Mr. DiFiore, are the parties ready to proceed? Mr.  
33 Jerbic, is everybody ready to proceed?

34

35 **BRAD JERBIC**

36 Good morning, Your Honor. Brad Jerbic, on behalf of the City. We are ready to proceed.

37

38 **MAYOR GOODMAN**

39 All right. Mr. Wawerna.

40

41 **JOHN WAWERNA**

42 John Wawerna with the respondent, and we're ready to proceed.

43

44 **MAYOR GOODMAN**

45 Okay. Very good. Well, the City filed a complaint for disciplinary action, so the City has the  
46 burden of proof.

47

48 **COUNCILMAN MACK**

49 Your Honor?

50

51 **MAYOR GOODMAN**

52 Yes?

53

54 **COUNCILMAN MACK**

55 Can I make a quick disclosure? This item's close to a SuperPawn owned by my brother, Steven  
56 Mack, from (sic) which I'm a consultant. I don't believe that my brother's store would be

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57 affected by this item and Steven has not approached me regarding this, so I'll be participating and  
58 voting.

59

60 **MAYOR GOODMAN**

61 All right, thank you. All right. Mr. Jerbic, be happy to hear from you.

62

63 **BRAD JERBIC**

64 Thank you, Your Honor. I have given the Clerk seven copies of the evidence I intend to  
55 introduce this morning. I'm going to call only one witness, Mr. DiFiore. I should be fairly  
66 quick. With your permission, I'd like to call Mr. DiFiore.

67

68 **MAYOR GOODMAN**

69 Okay. Well, nobody should be in a hurry here. We're talking about a valuable property right or  
70 privilege. Privilege, I would say.

71

72 **BRAD JERBIC**

73 If you please state your name and your occupation.

74

75 **JIM DiFIORE**

76 Jim DiFiore, Manager of Business Services Division.

77

78 **BRAD JERBIC**

79 And in your capacity as a manager for the Business Services Division for the City of Las Vegas,  
80 did you have an opportunity to become familiar with the complaint for disciplinary action filed  
81 against Li Sheng Zhang, doing business as Joyful Massage?

82

83 **JIM DiFIORE**

84 Yes, I did.

85



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86 **BRAD JERBIC**

87 Are you familiar with the allegations contained in Paragraphs 9, 10 and 11 of the complaint filed  
88 in this matter?

89

90 **JIM DiFIORE**

91 Yes, I am.

92

93 **BRAD JERBIC**

94 Turning your attention to the allegation contained in Paragraph Number 9, have you had an  
95 opportunity prior to appearing before Council today to inspect certain certified documents that  
96 I'm handing to you at this time reflecting court dispositions in this matter?

97

98 **JIM DiFIORE**

99 Yes, I have.

100

101 **BRAD JERBIC**

102 Do those documents reflect that on the 14<sup>th</sup> of June, 2002, Mr. Li Sheng Zhang was arrested for  
103 soliciting prostitution at the business located at 20, excuse me, 2009 Paradise Road, Las Vegas,  
104 Nevada, known as Joyful Massage?

105

106 **MAYOR GOODMAN**

107 Excuse me. I – think you may have misspoke yourself. Mr. Zhang was arrested?

108

109 **BRAD JERBIC**

110 Mr. Zhang was arrested.

111

112 **MAYOR GOODMAN**

113 He was. All right.

114

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115 **JIM DiFIORE**

116 Yes, it does.

117

118 **MAYOR GOODMAN**

119 The reason I ask you that question is that the, oh, the undercover officer was a female?

120

121 **BRAD JERBIC**

122 That's correct, Your Honor.

23

124 **MAYOR GOODMAN**

125 Okay. Fine. Thank you.

126

127 **BRAD JERBIC**

128 Do those records also reflect that Mr. Zhang was convicted on the 15<sup>th</sup> of January, 2003, for that  
129 offense?

130

131 **JIM DiFIORE**

132 Yes, it does.

133

134 **BRAD JERBIC**

135 And do those records also contain records of the police reports, in addition to the certified copies  
136 of the judgments of conviction?

137

138 **JIM DiFIORE**

139 Yes, it does.

140

141 **BRAD JERBIC**

142 Thank you. At this time, Your Honor, I'd like to file those articles with the, or those documents  
143 with the Clerk.

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144 **MAYOR GOODMAN**

145 All right. Very good. Miss Ronemus, why don't you accept those.

146

147 **BRAD JERBIC**

148 For the Council's edification, the document that I circulated prior to this morning's hearing  
149 contains a tab. Tab Number 9 contains all the documents I just filed with the City Clerk, if you  
150 wish to read them.

151

152 **MAYOR GOODMAN**

153 All right. Thank you.

154

155 **BRAD JERBIC**

156 Thank you. Mr. DiFiore, have you had an occasion to read the allegations contained in  
157 Paragraph 10 of the complaint for disciplinary action?

158

159 **JIM DiFIORE**

160 Yes, I have.

161

162 **BRAD JERBIC**

163 Have you also had an occasion to review certain certified documents in association with the  
164 allegations contained in Paragraph 10?

165

166 **JIM DiFIORE**

167 Yes, I have.

168

169 **BRAD JERBIC**

170 Do those documents contain the police reports and the certified copies of the court records in this  
171 matter?

172

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173 **JIM DiFIORE**

174 Yes, it does.

175

176 **BRAD JERBIC**

177 Do they reflect that on the 11<sup>th</sup> of December, 2001, Mae Wang Zhang was arrested for the crime  
178 of soliciting prostitution at 2009 Paradise Road, business doing, or doing business as Joyful  
179 Massage?

180

181 **JIM DiFIORE**

182 Yes, it does.

183

184 **BRAD JERBIC**

185 Do those records also reflect that as part of the disposition in this matter the case was dismissed  
186 and she agreed to surrender her massage license on the 23<sup>rd</sup> of October 2002?

187

188 **JIM DiFIORE**

189 Yes, it does.

190

191 **BRAD JERBIC**

192 And was that massage license for a location other than Joyful Massage?

193

194 **JIM DiFIORE**

195 No, it was not.

196

197 **BRAD JERBIC**

198 If I could direct your attention, does it reflect that the massage license was surrendered for 4601  
199 West Sahara and she had a license pending for 2009 Paradise Road, Joyful Massage?

200

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200 **JIM DiFIORE**

201 Yes, it does. I'm sorry.

202

203 **BRAD JERBIC**

204 Your Honor, I'd like to submit these documents to the Clerk.

205

206 **MAYOR GOODMAN**

207 All right. We'll accept those. Thank you.

08

209 **BRAD JERBIC**

210 Finally, Mr. DiFiore, are you familiar with the allegations contained in Paragraph 11 of the  
211 complaint for disciplinary action?

212

213 **JIM DiFIORE**

214 Yes, I am.

215

216 **BRAD JERBIC**

217 Do those allegations contain, or do those, does that contain the allegation that on the 23<sup>rd</sup> of May,  
218 2002, Mae Wang Zhang was arrested for loitering for purposes of prostitution at Joyful Massage  
219 located at 2009 Paradise Road?

220

221 **JIM DiFIORE**

222 Yes, it does.

223

224 **BRAD JERBIC**

225 And does also reflect that she entered a plea of no contact on the first of Jan, 8<sup>th</sup> of January,  
226 2003?

227

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227 **JIM DiFIORE**

228 Yes, it does.

229

230 **BRAD JERBIC**

231 And the records that I've just handed, are those certified copies of both the court records and the  
232 police reports in this matter?

233

234 **JIM DiFIORE**

235 Yes, they are.

236

237 **BRAD JERBIC**

238 Your Honor, I'd like to submit these documents to the Clerk at this time, as well.

239

240 **MAYOR GOODMAN**

241 All right. Thank you. If you hand them to the Clerk.

242

243 **BRAD JERBIC**

244 Finally, Mr. DiFiore, did all these occur, did all of these allegations occur at 2009 Paradise Road,  
245 Las Vegas, Nevada?

246

247 **JIM DiFIORE**

248 Yes, they did.

249

250 **BRAD JERBIC**

251 And was that a licensed est – excuse me, was that a licensed business in the City of Las Vegas at  
252 the time?

253

254 **JIM DiFIORE**

255 Yes, it was.

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256 **BRAD JERBIC**

257 Thank you. Your Honor, I don't have any further questions at this time.

258

259 **MAYOR GOODMAN**

260 All right. Very good. Thank you. Mr. Wawerna? When you say, you're going to cross-  
261 examine, I assume?

262

263 **JOHN WAWERNA**

54 Yes.

265

266 **MAYOR GOODMAN**

267 All right. Very good.

268

269 **JOHN WAWERNA**

270 Sir, would you look at Paragraph 10 of the complaint for this hearing. The City Attorney just had  
271 you looking at that document.

272

273 **JIM DiFIORE**

274 Okay.

275

276 **JOHN WAWERNA**

277 Have you looked at that?

278

279 **JIM DiFIORE**

280 Yes, I have.

281

282 **JOHN WAWERNA**

283 Do you have any information of any nature, sort or kind that Mr. Zhang was present when this  
284 arrest was made December 11<sup>th</sup>, 2001, at the Paradise address?

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285 **JIM DiFIORE**

286 Just based on, upon the police report that was provided by the Las Vegas Metropolitan Police  
287 Department.

288

289 **JOHN WAWERNA**

290 Do you have any independent knowledge that he was present?

291

292 **MAYOR GOODMAN**

293 I – think he’s answered the question, but, Mr. Wawerna.

294

295 **JIM DiFIORE**

296 Yeah.

297

298 **JOHN WAWERNA**

299 Well, –

300

301 **MAYOR GOODMAN**

302 He’s relying on the police report.

303

304 **JOHN WAWERNA**

305 Your Honor, with all due respect, we have not been allowed to see the police reports. We have  
306 asked for them. We attempted to subpoena the police reports and other documents, which we  
307 feel are pertinent. And this is the way the subpoenas were returned to me.

308

309 **MAYOR GOODMAN**

310 By whom?

311



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311 **JOHN WAWERNA**

312 Mr. Dillard, Professional Investigators, Inc., was at the Clerk's office having these signed.  
313 They're to your office, they're to this gentleman's office, the Police Department. Mr. Dillard  
314 represented to me that a member of the City Attorney's office came down, told the Clerk not to  
315 issue them, ripped them up and when we have our turn, I'm going to ask these be admitted into  
316 evidence.

317

318 **MAYOR GOODMAN**

19 You can admit them now.

320

321 **JOHN WAWERNA**

322 Brad?

323

324 **MAYOR GOODMAN**

325 Do we know who in the City Attorney's office ripped them up?

326

327 **JOHN WAWERNA**

28 I believe I do.

329

330 **MAYOR GOODMAN**

331 Well, you may as well say it.

332

333 **JOHN WAWERNA**

334 Bill Henry.

335

336 **MAYOR GOODMAN**

337 Okay. We'll ask Mr. Henry. Go ahead.

338

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338 **JOHN WAWERNA**

339 That's why I'm asking these questions.

340

341 **MAYOR GOODMAN**

342 Well, that – what you should have done, Mr. Wawerna, with all due respect to you, is you should  
343 have said in the beginning when I said are both parties ready, you should have said no, Mayor,  
344 we've made request for discovery, we've tried to serve subpoenas, and look at what we got, we  
345 got torn up subpoenas and we're not ready.

46

347 **JOHN WAWERNA**

348 The reason I felt I couldn't do that is the last time –

349

350 **MAYOR GOODMAN**

351 I know, you said you'd be ready to go. But if the City in some way –

352

353 **JOHN WAWERNA**

354 No, Sir.

55

356 **MAYOR GOODMAN**

357 – impeded you from being ready to go today, I – want to get this over with.

358

359 **JOHN WAWERNA**

360 Well, if I could finish, please, Your Honor.

361

362 **MAYOR GOODMAN**

363 Go ahead.

364

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364 **JOHN WAWERNA**

365 The reason I didn't do that is you did continue it, I agree. But there was a condition to continuing  
366 it. This man had to shut down his business.

367

368 **MAYOR GOODMAN**

369 Right.

370

371 **JOHN WAWERNA**

72 I didn't want to say we were not ready to go forward, continue that condition of him being out of  
373 business for another month.

374

375 **MAYOR GOODMAN**

376 You can't have it both ways though. You have to at least give us a chance to do the right thing.

377

378 **JOHN WAWERNA**

379 Well, –

380

381 **MAYOR GOODMAN**

382 I mean, you said you're ready and now you're saying you're not ready.

383

384 **JOHN WAWERNA**

385 No, I'm saying we were not afforded due process.

386

387 **MAYOR GOODMAN**

388 Well, that means you're not ready. As far as I'm concerned you may as well proceed because if  
389 this thing is going to be continued, I can assure you it'll be continued with the same restriction  
390 that he won't be allowed to be in business until this thing's resolved. But I – just can't  
391 understand why you didn't get the police reports. That, to me, that's incredible. Mr. Jerbic?

392

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393 **BRAD JERBIC**

394 Your Honor, if I could be heard on that point?

395

396 **MAYOR GOODMAN**

397 Yeah.

398

399 **BRAD JERBIC**

400 On two different occasions this office provided to I believe Mr. Wawerna and prior counsel on  
J1 this everything that I have submitted to the Las Vegas City Council today. I have not had a  
402 single conversation with Mr. Wawerna that ever lead me to believe that he hasn't received this  
403 material. It's -- completely available to him any time he wants it. We're not trying to play hide  
404 the ball with anyone.

405 With respect to the subpoenas, I would certainly tell the Council that there's absolutely no  
406 authority under law for our City Clerk to issue subpoenas. I can't explain why they were torn up.  
407 But I can certainly tell you that our City Clerk does not issue subpoenas. If somebody wants to  
408 issue subpoenas, you can petition the District Court or another, you know, competent court of  
409 law for one. But our City Clerk has never issued subpoenas and doesn't issue them now. But  
J10 with respect to the discovery in this case, it's always been available.

411

412 **JOHN WAWERNA**

413 I must respectfully disagree. I will show Mr. Jerbic the discovery that was given to Mr. Gordon.  
414 You have had discussions about three different events at this Paradise address. There is one and  
415 only one police report. There are court minutes in what, the discovery that was given to Mr.  
416 Gordon.

417

418 **MAYOR GOODMAN**

419 There is in fact only one police report.

420

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420 **BRAD JERBIC**

421 That's correct. That's all we've given the Council as well, Your Honor. Everything we've given

422 –

423

424 **MAYOR GOODMAN**

425 Right. There, we have – court histories, but there's only one police report and that pertains to the

426 incident that took place on May 23<sup>rd</sup>, which is referred to, I guess, in Paragraph 9.

427

28 **JOHN WAWERNA**

429 That is correct and that's why I was asking the witness if he has any evidence that my client had

430 any knowledge about what was alleged in Paragraph 10. He now answered, police reports.

431

432 **MAYOR GOODMAN**

433 All right.

434

435 **JOHN WAWERNA**

436 And we don't have them.

37

438 **MAYOR GOODMAN**

439 Fine. And you haven't been provided with it and I don't have it either, so I assume that Mr.

440 DiFiore is either mistaken. I have not sworn him in, I'm not going to call him a perjurer. He

441 answered the question and you can go from there. He said he relied on police reports. He may

442 want to change his – statement, if you ask him again.

443

444 **JOHN WAWERNA**

445 Sir, do you have the police report with you you relied upon?

446

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446 **JIM DiFIORE**

447 No, I do not. I have – observed the police reports. I also attended the court hearings on Mr.  
448 Zhang and I heard the witnesses, or I heard the testimony that was made and the decisions that  
449 were rendered.

450

451 **JOHN WAWERNA**

452 And I agree with, he heard the decision that was rendered. He heard the testimony. That didn't  
453 answer my question. Does he have any knowledge that this man was present at the Paradise  
54 address or even knew of the Paradise, the activity that occurred December 11<sup>th</sup>, 2001, at the  
455 Paradise address in question?

456

457 **JIM DiFIORE**

458 Mayor, I believe the – testimony that was provided in court, the statements that were made by the  
459 detectives asserted that Mr. Zhang was present at that time and the arrest was made at that time.

460

461 **MAYOR GOODMAN**

462 Okay. He's relying on that, Mr. Wawerna. Let's go on.

463

464 **JOHN WAWERNA**

465 Sir, do you have any independent knowledge that my client knew of what occurred May 23<sup>rd</sup>,  
466 2002, at the Paradise address in question?

467

468 **JIM DiFIORE**

469 Again, I'm going to state that based upon the testimony that I heard and the police report that I  
470 had read, I do.

471

472 **JOHN WAWERNA**

473 Do you have that police report with you?

474

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475 **JIM DiFIORE**

476 No, I do not.

477

478 **JOHN WAWERNA**

479 And the testimony you're relying on is something a third person said, to wit, the police officer?

480

481 **JIM DiFIORE**

482 I believe the testimony that was made was by the detective, herself, and by other representatives  
33 of the Police Department at that time.

484

485 **JOHN WAWERNA**

486 You believe the testimony was from the female police officer, is that correct?

487

488 **JIM DiFIORE**

489 I –

490

491 **JOHN WAWERNA**

492 Is that what you just said, Sir?

493

494 **JIM DiFIORE**

495 I believe so. By – either herself or members of the Metropolitan Police Department.

496

497 **JOHN WAWERNA**

498 Sir, would you look at Page 3 of the document, Line 20?

499

500 **MAYOR GOODMAN**

501 You're talking about the complaint?

502

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502 **JOHN WAWERNA**

503 Yes, Sir.

504

505 **MAYOR GOODMAN**

506 All right.

507

508 **JOHN WAWERNA**

509 Have you read that, Sir?

10

511 **JIM DiFIORE**

512 Yes, I have.

513

514 **JOHN WAWERNA**

515 That would indicate to me that the police officer was not a female, but in fact was a male since  
516 somebody was offering to massage his penis. Is that a fair reading?

517

518 **JIM DiFIORE**

519 I am not going to make a judgment on that.

520

521 **JOHN WAWERNA**

522 After having read Line 20 of Page 3, is it still your testimony that your belief that my client knew  
523 what was going on was predicated upon the undercover officers testifying? At the trials? I'm  
524 sorry, Your Honor, could I have, this is cross-examination. I don't think coaching or asking for  
525 assistance is appropriate.

526

527 **BRAD JERBIC**

528 I'll just put on the record exactly what I told Mr. DiFiore. I said do you have any recollection at  
529 all what happened during the trial? And I was just trying to clarify the question, Mr. Wawerna.

530



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531 **MAYOR GOODMAN**

532 All right.

533

534 **BRAD JERBIC**

535 I think these are important questions and you deserve an answer, but I was just trying to cut to the  
536 chase for you.

537

538 **MAYOR GOODMAN**

39 All right. Mr. DiFiore, you want to answer the question? Your objection's noted.

540

541 **JIM DiFIORE**

542 You know, quite frankly, I can't remember specifically what was stated or what was said by  
543 either the officers that were -- there and testifying or by Mr. Zhang. If you'll repeat your  
544 question, I'll try to answer it to the best of my knowledge.

545

546 **JOHN WAWERNA**

547 I think you just have, Sir.

548

549 **MAYOR GOODMAN**

550 All right. Go ahead.

551

552 **JOHN WAWERNA**

553 Do you know, Sir, if Mr. Zhang was present at the court hearing regarding the arrest of December  
554 11<sup>th</sup>, 2001. I'm specifically referring to the allegation in Paragraph 10, Sir.

555

556 **JIM DiFIORE**

557 I can say that; no, I can't specifically say that he was present at that time.

558

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558 **JOHN WAWERNA**

559 Thank you, Sir. Can you tell me the same question regarding Paragraph 11? Do you know if he  
560 was physically present in the courtroom when that particular matter was either tried or, I believe  
561 it was disposed of by negotiation, according to the court record.

562

563 **COUNCILMAN REESE**

564 Can I ask a question.

565

56 **MAYOR GOODMAN**

567 Not during the cross. (inaudible)

568

569 **JIM DiFIORE**

570 I know he was present at one or two of the hearings, but I can't specifically say he was present at  
571 this one.

572

573 **JOHN WAWERNA**

574 Well, is it fair to say that he was definitely present for the disposition of what's contained in  
575 Paragraph 9, where he is charged?

576

577 **JIM DiFIORE**

578 I suppose we could get the minutes of the – court proceedings on that, to see if he was present.

579 But I – don't specifically recall this particular one that he was present. I don't know.

580

581 **MAYOR GOODMAN**

582 Okay. Let me interrupt you. Councilman, Mayor Pro Tem has a question.

583

584 **COUNCILMAN REESE**

585 Just for clarification, we're talking about 10 and 11. I'm more concerned about Paragraph 9. I'm  
586 also wanting to put on the record, who was the owner of this massage parlor?

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587 **JOHN WAWERNA**

588 The gentleman standing to my left.

589

590 **COUNCILMAN REESE**

591 He – is the owner of this massage parlor; then he is responsible for what his employees quote,  
592 end quote, participate in and doing. So, to me, if – this, in item 10 and 11, if this went on, he  
593 should have been aware of what was going on and, to me, he's held responsible for that. And we  
594 get back up to item, or Paragraph 9, where this, the gentleman standing next to you is – and has  
595 been arrested and cited and convicted. I'm more concerned about that than – what his employees  
596 are doing.

597

598 **JOHN WAWERNA**

599 May I continue, Your Honor?

600

601 **MAYOR GOODMAN**

602 You may, but I – think the Councilman's giving you some pretty good advice there as to where  
603 you should be going. You better – address the, you could do whatever you want. That's your  
604 prerogative.

o05

606 **JOHN WAWERNA**

607 I understand, Your Honor.

608

609 **MAYOR GOODMAN**

610 But I think you'd better address this man's actions himself, on June 14<sup>th</sup>, 2002, if any, that he was  
611 found guilty of.

612

613 **JOHN WAWERNA**

614 Sir, as, are you aware of any information where my client has engaged in any inappropriate  
615 activity, personally, since the June 14<sup>th</sup>, 2002, arrest?

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616 **JIM DiFIORE**

617 No, I am not.

618

619 **JOHN WAWERNA**

620 Are you aware, and I tried to get this by subpoena from you, Sir, how many other people on

621 Paradise have been cited for similar conduct in this particular area?

622

623 **JIM DiFIORE**

24 I am not aware of that fact.

625

626 **JOHN WAWERNA**

627 Are you aware that there have been others?

628

629 **JIM DiFIORE**

630 That's a possibility.

631

632 **JOHN WAWERNA**

633 Would your office have those records?

o34

635 **JIM DiFIORE**

636 Not – the Business Services Division, no.

637

638 **COUNCILMAN REESE**

639 But again though, Your Honor, if I make another comment.

640

641 **MAYOR GOODMAN**

642 Yes.

643

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643 **COUNCILMAN REESE**

644 If there was other arrests or if there is other instance like this going on in this lo – or in this area  
645 here, that doesn't mean that we, the City, condone this. And if there –

646

647 **JOHN WAWERNA**

648 I understand that.

649

650 **COUNCILMAN REESE**

51 – is, I'm sure that we will go out and we will take the appropriate action, like we're trying to do  
652 here today.

653

654 **JOHN WAWERNA**

655 I understand that, Sir. The reason I ask the question, I think it's important is according to your  
656 own Municipal Code, you have discretion here today, to decide what you're going to do.

657

658 **COUNCILMAN REESE**

659 Absolutely.

660

661 **JOHN WAWERNA**

662 And I think, in exercising your discretion, it would be significant for you to know what is going  
663 on and how egregious this particular complaint is, as opposed to others. And that's why we tried  
664 to subpoena the information. I am not saying just because two people rob a bank, nobody can be  
665 convicted of a bank robbery.

666

667 **MAYOR GOODMAN**

668 Okay. Please continue.

669

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669 **COUNCILWOMAN McDONALD**

670 And, Your Honor, for the record, part of that discretion includes that one strike, you're out is also  
671 an option for us.

672

673 **JOHN WAWERNA**

674 Yes, Ma'am, I agree. I just –

675

676 **MAYOR GOODMAN**

677 All right. Go ahe – please finish your cross.

678

679 **JOHN WAWERNA**

680 I have nothing further of this gentleman.

681

682 **MAYOR GOODMAN**

683 All right. Any redirect?

684

685 **BRAD JERBIC**

686 I just have one question, Your Honor. At the time of the events that have been detailed in  
687 Paragraphs 9, 10 and 11, was Mr. Li Sheng Zhang the principal and the operator of Joyful  
688 Massage, holding Massage License Number M030001054092697?

689

690 **JIM DiFIORE**

691 Yes, he was.

692

693 **BRAD JERBIC**

694 Thank you. That's it, Your Honor.

695

696 **MAYOR GOODMAN**

697 All right. You have no further questions or witnesses?

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698 **BRAD JERBIC**

699 No further questions or witnesses.

700

701 **MAYOR GOODMAN**

702 All right. Time for your defense.

703

704 **JOHN WAWERNA**

705 Your Honor, we will argue the case.

706

707 **MAYOR GOODMAN**

708 All right. So you're, no defense.

709

710 **JOHN WAWERNA**

711 The defense is what we've admitted into evidence. The subpoenas.

712

713 **MAYOR GOODMAN**

714 Oh, all right. Mr. Henry. As the, like to find out, did you tear up the subpoenas?

715

716 **BILL HENRY**

717 I did, Your Honor. I'd like to explain how this happened. As you know, I'm the Senior

718 Litigation Counsel for the City. I got a phone call, from the Clerk's office, asking for an attorney

719 to go down. And I was unable to go down. I asked one of my deputies to go down. And a few

720 minutes later, I followed her down. She was not familiar with the provisions of Las Vegas

721 Municipal Code 6.88, which set down, set forth the procedures in matters such as this. And

722 because of that, when I walked into the Clerk's office, I found the Clerk at the counter in the act

723 of signing one or more subpoenas. It is the case that the Las Vegas City Code does not authorize

724 the City Clerk to issue subpoenas. And because of that I said stop. I explained to her and to Mr.

725 Wawerna's representative that that was the case. And I told Mr. Wawerna's representative to

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726 have Mr. Wawerna give me a call. That he and I'd known each other for many years and I could  
727 explain this to him.

728 That still left me with what I viewed as dangerous fugitive documents sitting on the public  
729 counter of the Clerk's office. That is, what – held documents that purported to be subpoenas  
730 signed by the Clerk. And innocent people, if they got them, would assume, in my opinion, that  
731 they had some legal force and authority, but I knew they didn't. And so I tore them up for that  
732 purpose, so that they couldn't go astray and get in, into the hands of innocent people who would  
733 feel that they were legally commanded to do something.

34

735 **MAYOR GOODMAN**

736 Okay. Thank you for your explanation. All right. You have the burden, Mr. Jerbic.

737

738 **BRAD JERBIC**

739 Thank you, Your Honor. Based on the allegations contained in the complaint, based on the  
740 evidence submitted today, I submit that the City has shown that the applicant is not of suitable  
741 character to retain his privileged, or his license for his massage establishment. I'll submit it on  
742 that, Your Honor, and I'll be glad to rebut anything Mr. Wawerna wishes to argue.

743

744 **MAYOR GOODMAN**

745 Mr. Wawerna.

746

747 **JOHN WAWERNA**

748 Your Honor, I cannot say that he did not suffer a conviction. You've got the records. I'm not  
749 going to say he didn't. Councilman Reese is right. There is a theory the captain of the ship  
750 should know what's going on. He was the license holder. But the people, the one lady under  
751 him was an independent contractor. There's absolutely no proof that he knew that she had been  
752 arrested, cited or was engaging in this activity.

753 Yes, Councilman (sic), you're right. There is a one strike, you're out rule. I'm not going to, I  
754 can't say there isn't one strike. But what I can say is you have the discretion. Do you take away



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755 a man's business because of one mistake? I just sat here and heard you give people privileged  
756 work cards that had a blemish, shall we say, on their record.

757 I think, I disagree with the analysis of the City Attorney. There is nothing in the City Code that,  
758 and I talked to Mr. Henry just before the hearing and he couldn't cite me to anything that said the  
759 Clerk doesn't have the authority to issue a subpoena. There's nothing in the City Code that we  
760 can find that says who does issue subpoenas for hearings like this. Without a subpoena, how do  
761 we get the material before you so you can knowingly exercise your discretion. And your  
762 discretion, by, well, it wasn't your discretion, it was by stipulation, this man's already been out of  
63 business for a month, so we could continue this and try to get some discovery because I was  
764 hired, literally the day of the last hearing. And I thank the City Attorney for helping me negotiate  
765 that with the powers that be here. But without that information, I don't think due process has  
766 been afforded and I don't think you have enough information to take that most, drastic a step and  
767 take away this man's license. Take away his livelihood.

768 Yes, you can fine him. Yes, you can put conditions on his license. And yes, I could understand  
769 you doing that and probably would support it, if I was in your position. But to take on the first  
770 action that he's been before you, the draconian, the – most strenuous step you can take, I don't  
771 think is appropriate. Yes, you can charge him for the Police Department's time and attorney fees  
772 for the City for bringing this matter to your attention. And I don't think that's wrong.

773 I'm urging you to condition his license, make him pay what he owes for the attorney fees and I  
774 would point out, as far as this man, there has been no action reported for anything he personally  
775 did. And I can guarantee you, well, I – honestly believe it and I think the Mayor would agree  
776 with me, having done criminal defense work, when the police had something like this going on, I  
777 think they've been in there more than three times. I think the fact that he hasn't been arrested for  
778 anything speaks volumes that he hasn't been involved. The lady that was involved, the  
779 independent contractor, is no longer there. So, I think the criminal system did its work. I'm  
780 asking your to show him some leniency, put some conditions on his license, but allow him to  
781 continue in business 'til his lease terminates at that property.

782

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782 **MAYOR GOODMAN**

783 All right. Thank you.

784

785 **COUNCILWOMAN MONCRIEF**

786 Your Honor?

787

788 **MAYOR GOODMAN**

789 I have just one question – oh, go ahead, Councilwoman.

90

791 **COUNCILWOMAN MONCRIEF**

792 I have one comment. I have a question to ask Brad Jerbic. On, I'm not sure what page this is.

793 But the way I read is this, Mr. Zhang himself solicited prostitution to a female police officer, is  
794 that correct?

795

796 **BRAD JERBIC**

797 That's correct.

798

799 **COUNCILWOMAN MONCRIEF**

800 So we're saying that he – has never had anything against him, only people that were working for  
801 him, but by the way I read this he actually solicited a female police officer?

802

803 **BRAD JERBIC**

804 That's correct. In rebuttal, that would be the precise argument I would make, is that certainly Mr.

805 Wawerna can argue that this was an employee or an independent contractor, whatever you wish

806 to call her, that was engaged in the acts contained in Paragraphs 10 and 11. I don't know that

807 that makes him any less responsible as the owner of the business for her actions, but he was

808 certainly directly involved in the allegations contained in Paragraph Number 9. The police report

809 is attached to the exhibits that accompanied Tab Number 9. I'm not going to read it out loud or

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810 go into before the Council, but you can read that and – see the specific allegations made by the  
811 Police Department.

812

813 **COUNCILWOMAN MONCRIEF**

814 So he – obviously has solicited himself, not just him employees.

815

816 **JOHN WAWERNA**

817 And, Councilwoman, I conceded that.

18

819 **COUNCILWOMAN MONCRIEF**

820 He himself has solicited?

821

822 **JOHN WAWERNA**

823 In Paragraph 9, he admitted to what he did.

824

825 **COUNCILWOMAN MONCRIEF**

826 Okay. So, but the way I understand, you said that no one except for his employees had ever  
827 solicited, but he has too.

828

829 **JOHN WAWERNA**

830 No, I don't think I said that. If I did, I misspoke. I said I could not contest that he was guilty of  
831 the Paragraph 9 allegation.

832

833 **MAYOR GOODMAN**

834 All right. Thank you. Mr. Jerbic, you, anything additional?

835

836 **BRAD JERBIC**

837 I don't, Your Honor. I would just make this one point, because I think in the future you're going  
838 to have complaints as well where people raise this defense. When individuals are given these

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839 types of licenses, whether it's for a business that's a massage establishment or it's a privileged  
840 liquor license or it's an, as I say, an – adult oriented business, we constantly hear people saying  
841 that this was an independent contractor, as if that somehow absolves the owner of the business of  
842 any responsibility for their actions. I would submit that that is not a valid argument. When you  
843 own one of these establishments, you are responsible for the people that work there, no matter  
844 what you call them. And I think simply labeling them independent contractors doesn't make you  
845 any less responsible for them. In this case, Mr. Zhang employed this individual. On two  
846 occasions she was accused of acts of, or loitering for purpose of prostitution and soliciting  
47 prostitution. The results of those particular allegations are contained in the backup I gave you. I  
848 think he is as responsible for those as if he was there himself, whether he was on premises or not.  
849 And I submit that his license should be revoked at this time.

850

851 **MAYOR GOODMAN**

852 All right.

853

854 **JOHN REDLEIN**

855 Mr. Mayor?

856

857 **MAYOR GOODMAN**

858 I hear you, yes?

859

860 **JOHN REDLEIN**

861 This is, it's John Redlein. There's two issues that I think probably ought to be made part of the  
862 record. Number one relates to the argument Mr. Jerbic just made. The question that was asked  
863 by Councilwoman Moncrief about responsibility of the principal, the license holder. There's a  
864 certain amount of sense in this captain of the ship ought to be responsible business. But our  
865 Municipal Code makes the license holder responsible for – all acts and the complaint carries at  
866 the top of Page 3 a little quote from our Code section that makes it very plain that just as the bar  
867 owner who has a bartender who's pouring drinks for people under age can lose his license even

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868 when he wasn't in the bar that night, Mr. Zhang can lose his license for the acts of his employees,  
869 servants, contractors and so forth.

870

871 **MAYOR GOODMAN**

872 Okay.

873

874 **JOHN REDLEIN**

875 And as to the subpoena business, it's the City Charter which talks about the power of the City to  
/6 compel witnesses to attend City Council proceedings. And there is a procedure spelled out and I  
877 would disagree with Mr. Wawerna, it most certainly leaves the City Clerk out.

878

879 **MAYOR GOODMAN**

880 Well, –

881

882 **JOHN REDLEIN**

883 The City Clerk does not have the power to issue subpoenas.

884

885 **MAYOR GOODMAN**

886 Well, let – me ask you this question, Mr. Redlein, because I think that there is a defect. I don't  
887 think it's harmful to the presentation here today, but how does an attorney in Mr. Wawerna's  
888 position compel witnesses to appear before us during a hearing like this?

889

890 **JOHN REDLEIN**

891 The Charter talks about an application being made to the City Council for an order from you all  
892 to direct anybody to come before you at your proceedings who is necessary to the conduct of that  
893 business. I believe that Mr. Jerbic and Mr. Wawerna are in a perfectly even position to seek that  
894 authority. The Charter goes on to talk about what happens if the witnesses requested in this order  
895 doesn't show up and it involves an application by the City Council to the Clerk of the District  
896 Court for the issuances of a subpoena. And then if that is not honored, of course one can be held

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897 in contempt by a District Court judge. So there is a process and it's a little more cumbersome  
898 than Mr. Wawerna might be used to by running to a court clerk and saying give me subpoenas.  
899 But the City's Clerk clearly does not have that authority and Mr. Henry was probably right to tear  
900 up documents that made it look like she could order people around and order people to produce  
901 documents.

902

903 **MAYOR GOODMAN**

904 Okay. When – the City wants to subpoena a witness, what process do we go through?

905

906 **JOHN REDLEIN**

907 In our criminal cases, much the same as – you would have been used to in your prior – practice.  
908 We've got a designation as prosecutors in a criminal case to use the name of the – court issues  
909 subpoenas.

910

911 **MAYOR GOODMAN**

912 How about in this case – assuming Mr. Jerbic wanted to subpoena the – independent contracting  
913 employee?

914

915 **JOHN REDLEIN**

916 I have no knowledge that anybody in our office in one of these administrative prosecutions has  
917 ever purported to issue a subpoena that made it look like we or the Clerk could order somebody  
918 to come here. I believe we cannot. Only you can.

919

920 **MAYOR GOODMAN**

921 All right. So in other words, if you want to compel witnesses' attendance at a hearing such as  
922 this before this Council, you would have to come to this Council in order for us to authorize the  
923 issuance of a subpoena.

924

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924 **JOHN REDLEIN**

925 Yeah. And I – would confess that generally we trust to luck, ask them please to come and they,  
926 we're fortunate enough that they show up. If we thought we were going to have difficulty, we'd  
927 have an item on your agenda at a prior meeting asking you to order them to come.

928

929 **MAYOR GOODMAN**

930 Okay. I just want to know what's good for the goose is good for the gander.

931

932 **JOHN REDLEIN**

933 (inaudible)

934

935 **MAYOR GOODMAN**

936 All right. Any other questions or comments? Councilman Reese?

937

938 **COUNCILMAN REESE**

939 Thank you, Your Honor. You know, I – certainly respect your ability here today. I'm sorry that  
940 you was thrown in at the last minute, but this has been on our agenda a number of times. Certain  
941 attorneys that was hired didn't do their job. I think that if you'd have been on here from the get-  
942 go it might have been a different story.

943 I certainly, being a business owner myself, I feel that it is my responsibility what happens at my  
944 business. I feel the same in this position here, that's why on Page 3, Items 10 and 11, I feel like  
945 that this gentleman is responsible for as well as his own conduct in Paragraph 9, in which he was  
946 convicted of a crime that happened on this premise. So, with those – things said, I'm going to  
947 make a **motion to follow staff's recommendation of revoking his license.**

948

949 **MAYOR GOODMAN**

950 All right. Let's vote on that, please. Post. Motion carries. (**Motion carried unanimously.**) All  
951 right. Thank you, gentlemen.

952

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953 **BRAD JERBIC**

954 Thank you, Your Honor.

955

956 **JOHN WAWERNA**

957 Thank you.

958

959 **MAYOR GOODMAN**

960 And when the discussion takes place, and it's just a discussion about whether we should legalize  
51 prostitution in – addition to the escort services that are about an inch and a half in the phone  
962 book, let's start talking about massage parlors.

963

964 **END OF RELATED DISCUSSION – RESUME RELATED DISCUSSION**

965

966 **MAYOR GOODMAN**

967 At this time, Madam Clerk, I'm going to move to recall Item 72 from this morning's agenda.  
968 Item 72 is a hearing, discussion and possible action regarding complaint seeking disciplinary  
969 action against Li Sheng Zhang doing business as Joyful Massage Therapy at 2009 Paradise Road,  
970 Las Vegas, Nevada, for violation of Title 6 of the Las Vegas Municipal Code. That's my motion,  
971 Please vote. Post. Motion carries. **(Motion carried unanimously.)**

972 This morning, you'll recall, ladies and gentlemen and colleagues on the Council, that there was a  
973 discussion concerning the issuance of subpoenas brought up by the attorney for the Joyful  
974 Massage Therapy owner, Mr. Zhang. And we had been advised at that time that the subpoenas  
975 that had been requested, that the subpoenas which were requesting witnesses were presented to  
976 the Clerk's office, that our City Attorney's office took the subpoenas, made a determination that  
977 the same were invalid because subpoenas could not be issued by the Clerk to require the  
978 attendance of witnesses before a hearing at the Council. And inappropriately, because we have to  
979 tell it the way it is, those subpoenas were torn up and that record was made this morning, because  
980 we can admit our mistakes.



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981 The representations that we were proceeding under, that the Clerk does not have the power to  
982 issue subpoenas for witnesses to appear before us, for the purpose of those witnesses giving  
983 testimony, that there wasn't any authority which would suggest that, it was brought to my  
984 attention at this, when I left about ten minutes ago, by Mr. Jerbic and Mr. Redlein that although  
985 the Las Vegas City Charter, which of course is the commanding document under which all City  
986 business has to be conducted, indicates that the City Council, in order to assure the attendance of  
987 witnesses and the production of documents if any person who is ordered to appear before the City  
988 Council fails to obey that order, the City Council or any member thereof may apply to the Clerk  
89 of the District Court for a subpoena which commands the attendance of that person before the  
990 City Council. There's nothing in Section 2.080 concerning the power of subpoena which would  
991 suggest that somebody in Mr. Zhang's position or the attorney for Mr. Zhang could obtain a  
992 subpoena from our Clerk's office. And therefore the advice which we received was consistent  
993 with the City Charter.

994 However, upon further research between this morning's session and this afternoon, it has been  
995 brought to my attention that Section 6.88.090 of our City Code is inconsistent with the City  
996 Charter. And although the City Charter may ultimately prevail, the information upon which we  
997 were relying concerning the lack of power to have subpoenas issued by the Clerk appears to be  
998 contradicted by our own Code. Item D states in no uncertain terms that the Clerk shall have the  
999 power to issue subpoenas for witnesses to appear to give testimony. So based on that, I think it's  
1000 only fair for Mr. Wawerna and his client to do whatever they have to do. I'm not going to tell  
1001 them what they have to do or what they should do, but to at least have the opportunity to do  
1002 whatever they have to do to address the due process arguments that he made to us this morning  
1003 which were rejected based on the advice that we had received.

1004 So at this point in time, I would respectfully move that this matter, Item 72, be abeyed, that,  
1005 pardon me, Item 72 be abeyed for two weeks and I would suggest, Mr. Redlein, that your office  
1006 contact Mr. Wawerna and try to work out a resolution of this, if you can. If not, we'll have him  
1007 back in two weeks and he can argue or he could be prepared to go forward with a hearing, he  
1008 could try to have the subpoenas issued. That's his call. He has to try his case the way he wants  
1009 to, but I think we have to start from scratch.

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1010 **COUNCILMAN MACK**

1011 Your Honor?

1012

1013 **MAYOR GOODMAN**

1014 Yes?

1015

1016 **COUNCILMAN MACK**

1017 Prior to take (inaudible) to a vote, I just need to make the same disclosure that I made earlier this  
18 morning. This applicant is within the notification area of a SuperPawn. SuperPawn is a  
1019 company that I have a consulting agreement with, is also my brother Steven Mack's company. I  
1020 don't believe it'll have any – anything to do with my opinion or voting ability, so I'll be voting  
1021 on this matter.

1022

1023 **MAYOR GOODMAN**

1024 Okay. So my motion is to abey it for two weeks and –

1025

1026 **COUNCILMAN REESE**

1027 (inaudible) enough time if we need to give him (inaudible)

1028

1029 **MAYOR GOODMAN**

1030 Well, if he wants to come, if, let – my – motion is really for the City Attorney's office to discuss  
1031 how we can resolve this, but he should be here in two weeks, prepared to go forward unless  
1032 there's good cause shown why he should not. That's my motion.

1033

1034 **JOHN REDLEIN**

1035 I think that's appropriate.

1036

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1036 **MAYOR GOODMAN**

1037 All right. Thank you. Let's vote, please. Post. Motion carries. (**Motion carried**  
1038 **unanimously.**) And I appreciate the fact that when we catch ourselves in a jackpot, that we  
1039 bring it to the public's attention immediately.

1040

1041 **JOHN REDLEIN**

1042 Appreciate the action. That's the right thing to do at this point. We'll figure it out two weeks  
1043 from now.

44

1045 **MAYOR GOODMAN**

1046 Thank you.

1047

1048 **END OF RELATED DISCUSSION – RESUME RELATED DISCUSSION**

1049

1050 **MAYOR GOODMAN**

1051 All right. It's unbelievable. Going to ask for permission to recall Item Number 72. Well, it's the  
1052 old story. It's the old story, when you make a mistake, it's like a snowball. It picks up, it gets  
1053 bigger and bigger and bigger. It just gathers all the moss. And now we're getting very mossy  
1054 here. That was a mixed metaphor, but you know what I mean.

1055 Item 72 is the hearing, discussion and possible action regarding complaint seeking disciplinary  
1056 action against Li Sheng Zhang doing business as Joyful Massage Therapy, 2009 Paradise Road  
1057 for violations of Title 6 of Las Vegas Municipal Code. This is in Ward 3. I guess my motion is  
1058 for –

1059

1060 **COUNCILMAN REESE**

1061 Can I make the motion, please?

1062

1063 **MAYOR GOODMAN**

1064 I'm not sure what the motion is.

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1065

1066 **COUNCILMAN REESE**

1067 Your's – didn't work.

1068

1069 **MAYOR GOODMAN**

1070 I'm not sure what the motion is. The motion is is to reopen it for discussion or such a thing.

1071

1072 **COUNCILMAN REESE**

73 I'd like to reconsider, yes.

1074

1075 **MAYOR GOODMAN**

1076 All right. For reconsideration. Thank you.

1077

1078 **COUNCILMAN MACK**

1079 Your Honor?

1080

1081 **BRAD JERBIC**

1082 Thank you. Your Honor, members of Council –

1083

1084 **COUNCILMAN REESE**

1085 We need – to vote.

1086

1087 **MAYOR GOODMAN**

1088 Let's vote on the motion to reconsider. Post.

1089

1090 **COUNCILMAN MACK**

1091 Your Honor. Your Honor, prior to take the vote, I just need to make the same disclosure.

1092

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1092 **MAYOR GOODMAN**

1093 All right. We got that. Thank you. All right. Let's vote. Post. Motion carries. (Motion  
1094 carried unanimously.) All right. Mr. Jerbic?

1095

1096 **COUNCILMAN REESE**

1097 Show Councilman Mack abstaining.

1098

1099 **COUNCILWOMAN McDONALD**

1100 No, he didn't.

1101

1102 **MAYOR GOODMAN**

1103 No, disclosing.

1104

1105 **COUNCILMAN REESE**

1106 Disclosed.

1107

1108 **MAYOR GOODMAN**

1109 Disclosed and not an abstention. Okay. Mr. – Jerbic.

1110

1111 **BRAD JERBIC**

1112 Thank you. And I appreciate the indulgence of the Council on this. The, I just wanted to put on  
1113 the record that I spoke with Mr. Wawerna while Mr. Redlein was down here and I understand  
1114 that the vote has been rescinded and this has been rescheduled for two weeks from now. Mr.  
1115 Wawerna did ask that I ask the Council, he said he was unable to appear this afternoon, wouldn't  
1116 have an opportunity to come down and say this himself, but asked if I would ask you to allow his  
1117 client to reopen his business during this two-week period or to allow him to reopen it with  
1118 restrictions. I told Mr. Wawerna I would not argue the case to the Council, but I told him I  
1119 would certainly present it to you.

1120

**CITY COUNCIL MEETING  
NOVEMBER 5, 2003**

**VERBATIM TRANSCRIPT: ITEM 72**

1121 **MAYOR GOODMAN**

1122 And I appreciate the fact that you brought it to our attention. Councilman Reese?

1123

1124 **COUNCILMAN REESE**

1125 My motion would be the same as it has been, no, he can stay 'til we get this settled, he can stay  
1126 closed.

1127

1128 **BRAD JERBIC**

29 Understand. I will call and let him know.

1130

1131 **MAYOR GOODMAN**

1132 All right. Let's vote on that, that the matter stays in a status quo position with a hearing two  
1133 weeks from now.

1134

1135 **BARBARA JO RONEMUS**

1136 (inaudible) let me clarify now, you have reconsidered 72, which it – was abeyed for two weeks.

1137 Now, –

1138

1139 **MAYOR GOODMAN**

1140 Right, we have add –

1141

1142 **BARBARA JO RONEMUS**

1143 – are we –

1144

1145 **MAYOR GOODMAN**

1146 With the added condition now that it will not be allowed to reopen under any circumstance until  
1147 the matter is resolved, –

1148

**CITY COUNCIL MEETING  
NOVEMBER 5, 2003**

**VERBATIM TRANSCRIPT: ITEM 72**

1148 **BARBARA JO RONEMUS**

1149 Okay.

1150

1151 **MAYOR GOODMAN**

1152 – if at all. All right. Post, please. Motion carries. **(Motion carried unanimously.)** Thank you.

1153

1154 **BRAD JERBIC**

1155 Thank you.

56

1157 **MAYOR GOODMAN**

1158 Thank you, Mr. Jerbic.

1159 **(END OF DISCUSSION)**

1160 /vwd;ac

*City of Las Vegas*

Agenda Item No. 73

**AGENDA SUMMARY PAGE****CITY COUNCIL MEETING OF: NOVEMBER 5, 2003****DEPARTMENT: CITY ATTORNEY****DIRECTOR: BRADFORD R. JERBIC**☐**CONSENT**☒**DISCUSSION****SUBJECT:**

Discussion and possible action regarding Complaint seeking disciplinary action against La Fuente, Inc., d/b/a Cheetah's, 2112 Western Avenue, Las Vegas, Clark County, Nevada, for violations of Title 6 of the Las Vegas Municipal Code - Ward 1 (Moncrief)

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

La Fuente, Inc., d/b/a Cheetah's, holds Tavern License No. L16-00040-4-000435. Michael Galardi, a principal in the corporation, holds a 40% share. Jack Galardi holds a 60% share in the corporation. On August 28, 2003, an Indictment was filed with the Clerk of the United States District Court for the Southern District of California accusing Michael Galardi of numerous felonies. On September 8, 2003, Michael Galardi pled guilty to Conspiracy to Commit Wire Fraud, a felony, in violation of Title 18, United States Code, sections 371, 1343, and 1346.

**RECOMMENDATION:**

That the City Council issue the Complaint for Disciplinary Action and set a date and time certain for hearing no later than 60 days from the date of approval of the Complaint.

**BACKUP DOCUMENTATION:**

Submitted at the meeting: Complaint for Disciplinary Action, Affidavit of Service with attached certified mail envelope by Sr. Litigation Counsel Bill Henry and letter dated 10/28/2003 addressed to Jack Galardi, two-page Assignment Agreement, and Michael Galardi's Acknowledgement of Notice by Attorney Dominic Gentile

**MOTION:**

**MONCRIEF - APPROVED** issuing the Complaint for Disciplinary Action and setting the public hearing date for 1/7/2004 - **UNANIMOUS** with **MACK** abstaining because his company, Mack Consulting, subcontracts to MK<sup>2</sup>, which does advertising and marketing and has a contract to provide those services for another adult nightclub called Treasures, for which he is a consultant. Although Treasures is more than 1,500 feet from Cheetah's, Treasures is a direct competitor. If this complaint is approved and the City Council should ultimately revoke the license, his client would probably benefit

NOTE: CITY ATTORNEY JERBIC recused himself, as ATTORNEY GENTILE indicated to him that ATTORNEY GEORGE KELESIS would probably be representing MICHAEL GALARDI in this matter, and MR. KELESIS is MR. JERBIC'S family's attorney in civil matters. ASSISTANT CITY ATTORNEY REDLEIN would, therefore, be acting as Board counsel on both Items 73 and 74.



**Agenda Item No. 73**

CITY COUNCIL MEETING OF NOVEMBER 5, 2003

City Attorney

Item 73 – Discussion and possible action regarding Complaint seeking disciplinary action against La Fuente, Inc., d/b/a Cheetah's, 2112 Western Avenue, Las Vegas, Clark County, Nevada, for violations of Title 6 of the Las Vegas Municipal Code

**MOTION - Continued:**

NOTE: MAYOR GOODMAN disclosed that his son, ROSS GOODMAN, is the attorney for Treasures, but he does not have any professional relationship with his son nor with Treasures. He does not believe that his son would benefit in any way as a result of whatever action the Council takes on this matter. MAYOR GOODMAN then asked SR. LITIGATION COUNSEL HENRY if he should disqualify himself from this matter because the City retained ATTORNEY GENTILE as a consultant in a case where he is the defendant in a lawsuit filed by MICHAEL GALARDI. MAYOR GOODMAN has not discussed the facts concerning the substance of that complaint, and he does not believe he has had an attorney-client communication with him. SR. LITIGATION COUNSEL HENRY responded that he contracted the consulting services of ATTORNEY GENTILE without the Mayor's permission because he felt he had more expertise. SR. LITIGATION COUNSEL HENRY then deferred to ASSISTANT CITY ATTORNEY REDLEIN, as the Board counsel on this matter, for advice. ASSISTANT CITY ATTORNEY REDLEIN opined that none of the disclosures made on this case would necessitate abstention. However, the only remaining element would be the Mayor's personal and independent judgment about the effect of the relationship that his son represents a competitor. MAYOR GOODMAN indicated that his son is irrelevant to this. As far as ATTORNEY GENTILE, he does not consider him his attorney but a highly ethical consultant to the City who will handle matters appropriately; therefore he would partake in this matter.

**MINUTES:**

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

**APPEARANCES:**

OSCAR GOODMAN, Mayor

BRAD JERBIC, City Attorney

MICHAEL MACK, Councilman

DOMINIC GENTILE, Attorney, representing La Fuente, Inc., and Jack Galardi

BILL HENRY, Sr. Litigation Counsel

JOHN REDLEIN, Assistant City Attorney

BARBARA JO RONEMUS, City Clerk

LYNETTE BOGGS McDONALD, Councilwoman

TOM McGOWAN, Las Vegas resident

JANET MONCRIEF, Councilwoman

TODD FARLOW, 240 N. 19<sup>th</sup> Street

(11:09 – 11:30)

2-1110

BEFORE THE CITY COUNCIL  
OF THE CITY OF LAS VEGAS, NEVADA

\* \* \*

IN THE MATTER OF:

DEPARTMENT OF FINANCE AND  
BUSINESS SERVICES on behalf of the  
CITY OF LAS VEGAS, NEVADA,

Petitioner,

vs.

LA FUENTE, INC., d/b/a CHEETAH'S,

Respondent.

**COMPLAINT FOR  
DISCIPLINARY ACTION**

The DEPARTMENT OF FINANCE AND BUSINESS SERVICES, on behalf of the CITY OF LAS VEGAS, NEVADA (Department), Petitioner, makes this Complaint for Disciplinary Action involving LA FUENTE, INC., d/b/a CHEETAH'S, 2112 Western Avenue, Las Vegas, Clark County, Nevada, Respondent, and states:

1. Respondent LA FUENTE, INC., holds Tavern License No. L16-00040-4-000435.
2. Records held by the Department indicate that Michael Galardi is a principal in the corporation, as President of LA FUENTE, INC., who holds a 40% share in the corporation, and that Jack Galardi is Secretary/Treasurer, who holds a 60% share.
3. LVMC § 6.06.250 provides:
  - (A) A licensee may be subject to disciplinary action as set forth in Sections 6.02.330 through 6.02.360.
  - (B) A principal approved for suitability may be subject to disciplinary action by the City Council for good cause, which may include, but is not limited to:

....

Submitted at City Council

Date 11/5/03 tem #73

1 (6) The principal has committed acts which would consti-  
2 tute a **crime . . .** involving any Federal, State or local law or  
regulation **relating to the same or a similar business;**

3 (7) When substantial information exists which tends to  
4 show that the **principal is dishonest or corrupt . . .** [Emphasis  
added.]

5 4. LVMC § 6.02.350 relevantly provides:

6 A licensee under this Chapter shall be **subject to disci-**  
7 **plinary action not only for acts or omissions done by such**  
8 **licensee but also for acts and omissions done by the principals,**  
managers, agents, representatives, servants or employees of such  
licensee. [Emphasis added.]

9 5. LVMC § 6.02.010(O) provides:

10 "Principal" means:

11 (1) Any person who is an officer, director, trustee, per-  
12 sonal representative or general partner or who has an ownership  
13 interest in or voting control of the business equal to or greater  
14 than ten percent of the entire ownership of voting control of such  
business. If the ownership interest or voting control is held by a  
person other than an individual, then each officer, director,  
trustee, personal representative or general partner of such person  
is a principal;

15 (2) Any person who is or will be directly engaged in the  
16 administration or supervision of the business; and

17 (3) Any other person if, in the Director's opinion, the  
18 person exercises, or is capable of exercising, significant influence  
over the business.

19 6. On August 28, 2003, an **Indictment** was filed with the Clerk of the United  
20 States District Court for the Southern District of California. That Indictment accused Michael  
21 Galardi, and others, of committing Conspiracy to Commit Wire Fraud, Wire Fraud, Extortion,  
22 Interstate Travel in Aid of Racketeering, False Statements to Government Agency, and Aiding  
23 and Abetting. The Clerk assigned the Indictment Criminal Case No. 03 CR2434-JM.

24 7. On September 8, 2003, a **Plea Agreement** between the United States of  
25 America and Michael Galardi was filed with the Clerk of the United States District Court for  
26 the Southern District of California under the same case number. That Plea Agreement  
27 relevantly provides as follows:

28 . . . .

1 Defendant agrees to plead guilty to Count 1 of the indict-  
2 ment, which count charges defendant with **conspiracy to commit**  
3 **wire fraud**, in violation of Title 18, United States Code, Sections  
4 371, 1343 and 1346. . . .

5 Defendant understands that the offense to which defendant  
6 is pleading guilty has the following elements:

7 1. That defendant conspired, that is, defendant agreed  
8 with at least one other person, and one of the members of the  
9 conspiracy performed an overt act for the purpose of carrying out  
10 the conspiracy,

11 2. To devise a scheme or plan to deprive another  
12 person of his right to honest services, and

13 3. In carrying out such scheme or plan, the use of an  
14 interstate wire communication was reasonably foreseeable.

15 Plea Agreement, page 2 (emphasis added).

16 Defendant has fully discussed the facts of this case with  
17 defense counsel. Defendant has committed each of the elements  
18 of the crimes, and **admits that there is a factual basis for this**  
19 **guilty plea**. The following facts are true and undisputed:

20 1. Between August 2000 and May 14, 2003, defen-  
21 dant owned **Cheetahs**, an adult (nude) entertainment establish-  
22 ment located in San Diego, California.

23 2. The "no touch" provision of the **San Diego Nude**  
24 **Entertainment Business Ordinance** was causing financial dam-  
25 age to business at Cheetahs.

26 3. Between January 2001 and March 2003, defendant  
27 agreed with Lance Malone, John D'Intino and others, to **pay**  
28 **money to a San Diego Police Officer** (working in an undercover  
capacity) in order to corruptly influence him in the performance  
of his official duties, specifically, to obtain advance information  
of police department vice raids at Cheetahs.

4. Between August 2000 and May 14, 2003, **defen-**  
dant **agreed** with Lance Malone, John D'Intino and others, to  
cause Ralph Inzunza, Charles Lewis and Michael Zucchet to  
**conceal, disguise and fail to disclose material information to**  
the City of San Diego, its City Council and its citizens.

5. Between August 2000 and May 14, 2003, **defen-**  
dant **agreed** with Lance Malone, John D'Intino and others, to  
**pay money to** Ralph Inzunza, Charles Lewis and Michael  
Zucchet [**San Diego City Councilmen**], in order to corruptly

1 influence them in the performance of their official duties, specifi-  
2 cally, to advance the repeal of the "no touch" provision.

3 6. Between August 2000 and May 14, 2003, defen-  
4 dant and others on his behalf directed employees of Cheetahs,  
adult entertainers and others to write checks to various San  
Diego City Council candidates.

5 7. Between August 2000 and May 14, 2003, defen-  
6 dant and others on his behalf unlawfully reimbursed "straw"  
7 contributors in order to disguise the true source of the money  
and circumvent campaign financial reporting requirements.

8 8. Between August 2000 and November 2002, defen-  
9 dant paid for travel, lodging, and entertainment expenses in Las  
Vegas, Nevada, for defendant Lewis.

10 *Id.* at pages 2-4 (emphasis added).

11 This plea agreement is limited to the United States  
12 Attorney's Office for the Southern District of California, and  
cannot bind any other federal, state or local prosecuting,  
13 administrative, or regulatory authorities, although the  
Government will bring this plea agreement and defendant's  
14 cooperation to the attention of other authorities if requested by  
defendant.

15 *Id.* at page 6.

16 By signing this plea agreement, defendant certifies that  
17 defendant has read it (or that it has been read to defendant in  
defendant's native language). Defendant has discussed the terms  
18 of this plea agreement with defense counsel and fully understands  
its meaning and effect.

19 *Id.* at page 13.

20 8. The last page of the Plea Agreement bears the signature of Robert D. Rose,  
21 attorney for Defendant, and Michael D. Galardi, Defendant. These signatures were affixed  
22 September 7, 2003. *Id.* at page 14.

23 9. On September 8, 2003, a proceeding was held before the Honorable Jeffrey T.  
24 Miller, United States District Judge, in the matter of *United States of America v. Michael*  
25 *Galardi*, Case No. 03-CR-2434 JM in the United States District Court for the Southern  
26 District of California. That proceeding was reported by Debra M. Henson, official court  
27 reporter. The government was represented by Paul Cook, Michael Wheat, and Robert  
28 Chiaffa, Assistant United States Attorneys. The Defendant, Michael Galardi, attended the

1 proceeding, and was represented by his counsel, Robert D. Rose, Esq. The transcript of the  
2 **Guilty Plea** provides relevantly that:

3 THE CLERK: Calling item No. A-1 on calender, case  
4 No. 03-CR-2434, United States of America versus Michael  
5 Galardi, on for disposition hearing.

6 . . . . .

7 MR. ROSE: Good afternoon, your Honor. Robert Rose  
8 of Sheppard, Mullin, Richter, and Hampton on behalf of Mr.  
9 Galardi, who is present on bond.

10 *Id.* at page 2.

11 THE CLERK: Is Michael Galardi your true name?

12 THE DEFENDANT: Yes.

13 THE CLERK: Do you now desire to withdraw your  
14 former plea of not guilty to Count 1 of the indictment, which  
15 charged you with conspiracy to commit wire fraud and to now  
16 plead guilty?

17 THE DEFENDANT: Yes.

18 THE CLERK: How do you now plead to Count 1 of the  
19 indictment, guilty or not guilty?

20 THE DEFENDANT: Guilty.

21 *Id.* at pages 2-3 (emphasis added).

22 THE COURT: All right. Mr. Galardi, good afternoon,  
23 sir. You have just taken the oath to tell the truth. You are now  
24 **testifying under penalty of perjury** and must give the Court  
25 truthful answers. If for any reason you do not understand any-  
26 thing I say, please tell me and I will be happy to explain further  
27 to you. All right, sir?

28 THE DEFENDANT: Yes, sir, your Honor.

29 *Id.* at page 3 (emphasis added).

30 THE COURT: All right, sir. Mr. Galardi, you have  
31 entered into a plea agreement in this case; is that true?

32 THE DEFENDANT: Yes, sir, your Honor.

33 THE COURT: I do have your plea agreement before me.  
34 It does consist of 14 pages and appears to bear your signature on  
35 the last page and your initials on the other pages. Did you in fact  
36 sign and initial this plea agreement?

1 THE DEFENDANT: Yes, sir, your Honor.

2 *Id.* at page 8.

3 THE COURT: Are you pleading guilty to the charge  
4 because in truth and in fact you are guilty and for no other rea-  
son?

5 THE DEFENDANT: Yes, sir, your Honor.

6 THE COURT: Have any promises or representations  
7 been made to you apart from what is contained in your plea  
agreement?

8 THE DEFENDANT: No, sir, your Honor.

9 *Id.* at page 10.

10 THE COURT: All right. Are you pleading guilty freely  
11 and voluntarily?

12 THE DEFENDANT: Yes, sir, your Honor.

13 *Id.*

14 THE COURT: Mr. Rose, in your view is there a merito-  
15 rious defense to this charge?

16 MR. ROSE: I don't believe there is, your Honor.

17 THE COURT: In your view have any of your client's  
18 constitutional rights been violated?

19 MR. ROSE: Not in this case, your Honor.

20 *Id.* at page 12.

21 THE COURT: All right. Lastly, I'm going to ask Mr.  
22 Rose to make a statement for you advising me of what you did  
23 to commit this offense. Would you please listen carefully to the  
statement Mr. Rose makes for you at this time because I will  
have some questions for you about that statement and may have  
reason to ask questions in addition to any factual basis that Mr.  
Rose relates at this point. Mr. Rose, please.

24 MR. ROSE: Your Honor, reading from the plea agree-  
25 ment at page 3, there are eight paragraphs.

26 *Id.* at pages 12-13 (emphasis added). Robert D. Rose, Esq., counsel for Michael Galardi  
27 thereafter read the factual admissions set forth in the plea agreement and this disciplinary  
28 complaint. Proceedings before the Court then continued:

1 THE COURT: Mr. Galardi, did you hear the facts as  
2 recited by Mr. Rose just now?

3 THE DEFENDANT: Yes, sir, your Honor.

4 THE COURT: And is that a true and correct recitation of  
5 the facts forming the factual basis for your plea?

6 THE DEFENDANT: Yes, sir, your Honor.

7 THE COURT: And do you accept that statement or  
8 that recitation as your own?

9 THE DEFENDANT: Yes, sir, your Honor.

10 *Id.* at page 14 (emphasis added).

11 THE COURT: At this time the Court will find that the  
12 plea of guilty of Mr. Galardi to Count 1 of the indictment in this  
13 case, conspiracy to commit wire fraud, is knowing, intelligent,  
14 voluntary, and express with a full understanding of the nature of  
15 the charge, his constitutional rights, the consequences of his plea  
16 of guilty, and that there is a factual basis for the plea. May we  
17 please have Mr. Galardi arraigned.

18 THE CLERK: Now that you have been advised of your  
19 rights, the charge against you, and the possible sentence, how do  
20 you now plead to Count 1 of the indictment charging you with  
21 conspiracy to commit wire fraud-

22 THE DEFENDANT: Guilty.

23 THE CLERK: -guilty or not guilty?

24 THE DEFENDANT: Guilty.

25 THE COURT: The plea of guilty is accepted and entered  
26 at this time.

27 *Id.* at pages 15-16 (emphasis added).

28 10. The allegations set forth above constitute grounds for disciplinary action with  
respect to LA FUENTE, INC., d/b/a CHEETAH'S pursuant to LVMC §§ 6.02.330,  
6.02.350, and 6.06.250.

### ALLEGATION

11. As a result of the indictment, plea bargain, guilty plea, and conviction, the  
Department alleges that LA FUENTE, INC., d/b/a CHEETAH'S has operated in an illegal  
manner, contrary to law, and in violation of LVMC §§ 6.02.350, and 6.06.250.



12. LVMC § 6.06.260 provides:

(A) Upon a showing of good cause and in the discretion of the City Council **disciplinary action against a principal approved for suitability may take the form of** cancellation, revocation, suspension, imposition of conditions or restrictions, or civil fines (or any combination thereof) as the particular situation may require.

(B) The Council may also impose against the principal the actual cost incurred, and a reasonable amount for attorneys' fees resulting, from the imposition of disciplinary action.

(C) The disciplinary actions available in this section shall be in addition to, and not exclusive of, any other civil or criminal remedy which otherwise might be available. [Emphasis added.]

WHEREFORE, the Petitioner respectfully requests the City Council to:

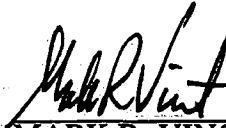
A. Approve the Complaint for Disciplinary Action and order a disciplinary hearing at which the Respondent shall appear and show cause why the license that is the subject of this Complaint should not be suspended or revoked, or other disciplinary action taken; or

B. Grant such other and further relief as the Council deems appropriate.

DATED this 7<sup>th</sup> day of October, 2003.

RESPECTFULLY SUBMITTED:

By:

  
MARK R. VINCENT, Director  
Finance and Business Services

BRADFORD R. JERBIC  
City Attorney

By:

  
WILLIAM P. HENRY  
Senior Litigation Counsel  
Nevada Bar No. 101  
400 Stewart Avenue, Ninth Floor  
Las Vegas, NV 89101  
Attorneys for CITY OF LAS VEGAS

BEFORE THE CITY COUNCIL  
OF THE CITY OF LAS VEGAS, NEVADA

\* \* \*

IN THE MATTER OF:

DEPARTMENT OF FINANCE AND  
BUSINESS SERVICES on behalf of the  
CITY OF LAS VEGAS,

Petitioner,

vs.

LA FUENTE, INC., d/b/a CHEETAH'S,

Respondent.

**AFFIDAVIT OF SERVICE**

STATE OF NEVADA       )  
                                  ) ss:  
COUNTY OF CLARK     )

CINDY KELLY, being first duly sworn, deposes and says:

That Affiant is, and was when the mailing described herein took place, a citizen of the United States, more than 21 years of age, and not a party to or interested in, this action; that on October 2, 2003, Affiant mailed by certified mail (No. 7001 1940 0007 4927 2281), return receipt requested, in Las Vegas, Nevada, a letter containing notice of a hearing considering administrative action to be held November 5, 2003, before the Las Vegas City Council in relation to Respondent. That letter was enclosed in a sealed envelope with first class postage prepaid, addressed to Michael Galardi, President and Resident Agent, LA FUENTE, INC., 713-B East Ogden Street, Las Vegas, NV, 89101, which is the mailing address for Respondent on file with the City of Las Vegas Department of Finance and Business Services. That there is a regular communication by mail between the place of mailing and the place so addressed.

....

....

....

....

Submitted at City Council

Date 11/5/03 Item #13

1 Attached hereto is a copy of the envelope returned by the United States Postal Service  
2 marked "Attempted--Not Known."

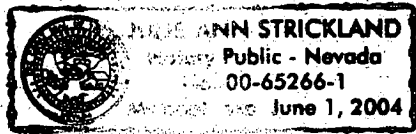
3 DATED this 30<sup>th</sup> day of October, 2003.

4  
5 Cindy Kelly  
6 CINDY KELLY

7 SUBSCRIBED and SWORN to before  
8 me this 30<sup>th</sup> day of October, 2003.

9 Julie Ann Strickland  
10 NOTARY PUBLIC

11 F:\Depot\FILELOGS\BSE\2003\03-016a\Cheetah's.afm.wpd

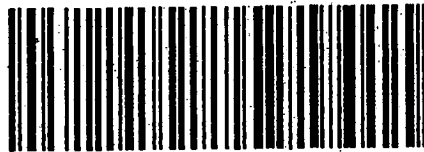


HENRY

# CITY of LAS VEGAS

CITY ATTORNEY'S OFFICE  
9th FLOOR  
CITY HALL  
400 STEWART AVENUE  
LAS VEGAS, NEVADA 89101-2988

CERTIFIED MAIL



7001 1940 0007 4927 2281



U.S. POSTAGE



04.42:

H METER 716355

INT. #  
ATTEMPTED - NOT KNOWN  
NO SUCH NUMBER  
VACANT  
REFUSED  
NO MAIL RECEPTACLE  
TEMPORARILY AWAY

MICHAEL GALARDI, PRESIDENT AND RESIDENT AGENT  
LA FUENTE, INC.

713-B EAST OGDEN STREET  
LAS VEGAS, NV 89101



☒ ATTEMPTED - NOT KNOWN  
☐ NO SUCH NUMBER  
☐ VACANT  
☐ REFUSED  
☐ NO MAIL RECEPTACLE  
☐ TEMPORARILY AWAY

RT. # 604 INT. 6

89101+4230



PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT  
OF THE RETURN ADDRESS. FOLD AT DOTTED LINE

**SENDER: COMPLETE THIS SECTION**

- Complete Items 1, 2, and 3. Also complete Item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

**1. Article Addressed to:**

Michael Galardi, President and Resident Agent  
LA FUENTE, INC.  
713-B East Ogden Street  
Las Vegas, NV 89101

**2. Article Number**  
(Transfer from service label)

7001 1940 0007 4927 2281

PS Form 3811, August 2001

Domestic Return Receipt

102595-01-M-2509

**COMPLETE THIS SECTION ON DELIVERY**

**A. Signature**

X

- ☐ Agent  
☐ Addressee

**B. Received by (Printed Name)**

**C. Date of Delivery**

- D. Is delivery address different from item 1?** ☐ Yes  
If YES, enter delivery address below: ☐ No

**3. Service Type**

- ☒ Certified Mail ☐ Express Mail  
☐ Registered ☒ Return Receipt for Merchandise  
☐ Insured Mail ☐ C.O.D.

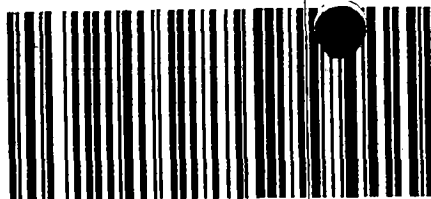
**4. Restricted Delivery? (Extra Fee)**

- ☐ Yes

HENRY  
**CITY of LAS VEGAS**

CITY ATTORNEY'S OFFICE  
9th FLOOR  
CITY HALL  
400 STEWART AVENUE  
LAS VEGAS, NEVADA 89101-2986

CERTIFIED MAIL



7001 1940 0007 4927 2281



U.S. POSTAGE



0442

H METER 716355

MICHAEL GALARDI, PRESIDENT AND RESIDENT AGENT  
LA FUENTE, INC.

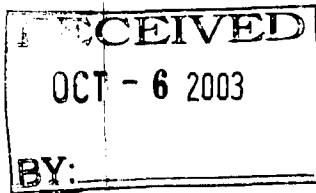
713-B EAST OGDEN STREET  
LAS VEGAS, NV 89101



- ☒ ATTEMPTED - NOT KNOWN
- ☐ NO SUCH NUMBER
- ☐ VACANT
- ☐ REFUSED
- ☐ NO MAIL RECEPTACLE
- ☐ TEMPORARILY AWAY

RT.# 601 INT. 6

ATTEMPTED - NOT KNOWN  
NO SUCH NUMBER  
VACANT  
REFUSED  
NO MAIL RECEPTACLE  
TEMPORARILY AWAY  
INT. #



89101+4230



Mike Galardi  
3355 S. Procyon  
Las Vegas, Nevada 89102  
Telephone : (702) 732-1116

October 28, 2003

**HAND DELIVER**

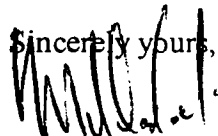
Mr. Jack Galardi  
2112 Western Avenue  
Las Vegas, Nevada 89102

Dear Mr. Galardi:

Please accept this letter as formal notice of my resignation as President and Director of LaFuente, Inc. Furthermore, I hereby tender and surrender my interest of Forty Percent (40%) in LaFuente, Inc., in exchange for forgiveness of my personal indebtedness to you in the amount of \$2,044,556.20 and \$2,389,683.98, for a total of \$4,434,240.18.

Additionally, I hereby request an accounting to determine distribution of income, if any, which I am entitled to as owner of the 40% interest. Please forward the same including the detailed accounting as soon as possible.

Should you have any questions or you need further information and/or documentation, please do not hesitate to contact me.

Sincerely yours,  
  
Michael Galardi

MG:tr

Submitted at City Council

Date 11/5/03 Item #173

### ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT ("this Assignment Agreement") is made effective as of Oct. 28, 2003 (the "Effective Date"), by and between

1. as Assignor ("Assignor"):

Mike Galardi; and

2. as Assignee ("Assignee"):

LaFuente, Inc., a Nevada Corporation.

### Recitals

A. Assignor owns Forty Percent (40%) in LaFuente, Inc. (the "Company") which Assignor wishes to assign to Assignee pursuant to this Assignment Agreement (the "Assigned Interest").

B. Assignor hereby warrants and represents for the reliance and benefit of the Assignee and the Company that Assignor is the owner of the Interest and that the Assignor has not previously sold, assigned, transferred or encumbered the Interest in any manner.

C. Assignee shall hereby redeem the Assigned Interest and is willing to assume the obligations described in this Assignment Agreement in exchange therefor.

### Agreement

In consideration of the mutual undertakings expressed in this Assignment Agreement, Assignor and Assignee agree as follows:

1. Subject to the conditions imposed in this Assignment Agreement, Assignor hereby grants, sells, assigns, transfers, and conveys the Assigned Interest to Assignee in the manner described below in this Assignment Agreement. Assignor hereby relinquishes all dominion and control over the Assigned Interest and assigns to Assignee all of Assignor's assignable rights with respect to the Assigned Interest.

2. By its acceptance of the Assigned Interest, Assignee hereby accepts and agrees to be bound by all of the terms and provisions of the Agreement.

3. Assignor and Assignee shall execute such stock powers, deeds, assignments, endorsements, evidences of transfer and other instruments and documents, and shall give such further assurances, as are necessary to perform the obligations assumed by Assignor and Assignee under this Assignment Agreement.



4. Assignor irrevocably appoints Jack Galardi as Assignor's agent (Attorney-in-Fact) which appointment is coupled with an interest to make demand, exercise, enforce and in all other ways take any action or make any decision that the Assignor could or can make or take regarding the Assignor's rights under the Operating Agreement.

5. Assignor shall indemnify, defend and hold Assignee harmless from and against any and all liability, demands, claims, losses, damages, recoveries, settlements and expenses including, without limitation, reasonable attorney's fees arising from or in connection with this Assignment before the effective date of this Assignment. Assignee agrees to indemnify and hold Assignor harmless from and against any and all costs, liabilities, damages, expenses or claims including, without limitation, reasonable attorney's fees arising from or in connection with this Assignment after the effective date of this Assignment.

6. Neither this Assignment Agreement nor any interest in this Assignment Agreement shall be assigned by Assignor or Assignee without the prior written consent of both of them.

7. This Assignment Agreement shall be construed in accordance with the laws of the State of Nevada, and the rights and liabilities of Assignor and Assignee shall be governed by the laws of the State of Nevada.

8. This Assignment Agreement represents the entire agreement between Assignor and Assignee and supersedes any prior understandings between them. There are no oral or written representations, agreements, arrangements or understandings between Assignor and Assignee which relate to the transaction effectuated pursuant to this Assignment Agreement other than those contained in this Assignment Agreement.

IN WITNESS OF THIS ASSIGNMENT AGREEMENT, Assignor and Assignee have signed this Assignment Agreement on the dates indicated below, which may be in multiple counterparts, each of which shall be an original of this Assignment Agreement, and all of which, taken together, shall constitute one and the same Assignment Agreement, to be effective as of the Effective Date.

ASSIGNOR:

Date:

OCT 25-03

ASSIGNEE:

LaFuente, Inc.

By:

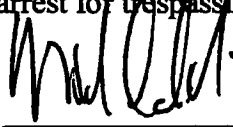
Date:

Jack Galardi  
OCT 28-03

ACKNOWLEDGEMENT OF NOTICE

I, Michael Galardi, acknowledge that on the date indicated below I was read the following Trespass Warning by Suzanne Coe on behalf of La Fuente, Inc. d/b/a Cheetah's Lounge:

As a duly appointed representative of the owner of Cheetah's, I hereby warn you that you are trespassing upon this property as defined by the Nevada Revised Statute 207.200. If you do not leave these premises immediately, you will be subject to arrest for a misdemeanor. Your subsequent return to the premises after being duly warned not to return will subject you to immediate arrest for trespassing.



---

Michael Galardi

Date: 11-7-03

Submitted at City Council

Date 11/5/03 Item #73

**City Council Meeting  
November 5, 2003**

**Verbatim Transcript: Item 73**

**Discussion and possible action regarding Complaint seeking disciplinary action against La Fuente, Inc., d/b/a Cheetah's, 2112 Western Avenue, Las Vegas, Clark County, Nevada, for violations of Title 6 of the Las Vegas Municipal Code.**

**Appearance List:**

**OSCAR B. GOODMAN, Mayor**

**BRAD JERBIC, City Attorney**

**MICHAEL MACK, Councilman**

**DOMINIC GENTILE, Attorney, representing La Fuente, Inc., and Jack Galardi**

**BILL HENRY, Sr. Litigation Counsel**

**JOHN REDLEIN, Assistant City Attorney**

**BARBARA JO RONEMUS, City Clerk**

**LYNETTE BOGGS McDONALD, Councilwoman**

**TOM McGOWAN, Las Vegas resident**

**JANET MONCRIEF, Councilwoman**

**TODD FARLOW, 240 North 19<sup>th</sup> Street**

**(11:09-11:30)**

**2-1117**

**21 Minutes**

**Typed by: Diana Davis/Vicky Darling**

**Proofed by: Gabriela S. Portillo-Brenner**

**CITY COUNCIL MEETING  
NOVEMBER 5, 2003**

**VERBATIM TRANSCRIPT: ITEM 73**

29 **MAYOR GOODMAN**

30 Item 73. This is discussion and possible action regarding Complaint seeking disciplinary action  
31 against La Fuente, Inc., doing business as Cheetah's at 2112 Western Avenue, Las Vegas, Clark  
32 County, Nevada, for violations of Title 6 of the Las Vegas Municipal Code. That is in Ward 1.

33  
34 **BRAD JERBIC**

35 Your Honor, before you begin, way down here, I have a disclosure to make. I had a previous  
36 meeting with Mr. Gentile and Mr. Henry a couple of weeks ago. Mr. Gentile indicated to me at  
37 that time that he felt that Mr. Mike Galardi would probably be represented by George Kelesis, a  
38 local attorney, in the matter before the Council. This is Item 73 and 74, I believe. As I've  
39 disclosed before on the record, Mr. Kelesis has been my family's attorney. I don't use him  
40 personally, but my mom has used him and my family has used him in the past for civil matters.  
41 For that reason, I don't think it's appropriate for me to participate in this. And so, Mr. Redlein  
42 will be acting as Board counsel on both of these matters.

43  
44 **MAYOR GOODMAN**

45 Okay. Councilman Mack.

46  
47 **COUNCILMAN MACK**

48 Thank you, Your Honor. My company, Mack Consulting, subcontracts to MK<sup>2</sup>, which does  
49 advertising and marketing and has a contract to provide those services for another adult nightclub  
50 called Treasures. I'm a consultant for Treasures. Although Treasures is more than 1500 feet  
51 from Cheetah's, Treasures is a direct competitor of theirs. If this complaint is approved and the  
52 City Council should ultimately revoke the license in question, my client would probably benefit.  
53 Therefore, I will not vote on this issue.

54  
55 **MAYOR GOODMAN**

56 All right. Thank you, Councilman. And, Mr. Redlein, I have a disclosure I'm going to make.  
57 My son, Ross Goodman, is the attorney for Treasures. I do not have any professional

**CITY COUNCIL MEETING  
NOVEMBER 5, 2003**

**VERBATIM TRANSCRIPT: ITEM 73**

58 relationship with Ross. I do not in any way have any relationship with Treasures, but I felt that I  
59 should make that disclosure. I don't believe that Ross is going to benefit one way or another as a  
60 result of whatever action we take here.

61 An additional disclosure is that Mr. Gentile has been retained by the City as a consultant in a case  
62 where I am a defendant in a lawsuit filed by Michael, I don't know whether it's Hadman or  
63 Hamdan, or –

64

65 **DOMINIC GENTILE**

66 Hamdan.

67

68 **MAYOR GOODMAN**

69 Hamdan?

70

71 **DOMINIC GENTILE**

72 Hamdan.

73

74 **MAYOR GOODMAN**

75 And the only discussion, unless Mr. Gentile wants to correct me on this, that I've ever had with  
76 him is the Friday before a Monday when a hearing was gonna be had in District Court. I  
77 suggested that he participate in that hearing. I don't recall ever discussing any of the facts –

78

79 **DOMINIC GENTILE**

80 No, we never did.

81

82 **MAYOR GOODMAN**

83 – concerning the substance of the complaint. And, I don't believe that the fact that the City hired  
84 Mr. Gentile as a consultant and I haven't had a, an attorney-client communication with him  
85 would disqualify me from sitting here today. However, I, I'm going to, in an abundance of  
86 caution, I'm going to ask Mr. Henry, do you want me to disqualify myself?

**CITY COUNCIL MEETING  
NOVEMBER 5, 2003**

**VERBATIM TRANSCRIPT: ITEM 73**

87 **BILL HENRY**

88 No, Your Honor. I -- think that it might be useful if I added to the record and made plain how  
89 this came about. First in time was the lawsuit filed by Mr. Hamdan against Your Honor. As I've  
90 said previously, I'm the City Senior Legal, Litigation Counsel. It came across my desk. I  
91 analyzed it. I've, the lawsuit was a 1983 action with several other causes of action that, in my  
92 opinion, sounded in slander. I formed the opinion, from the face of the lawsuit, that you were  
93 acting in your official capacity when you took the actions which give rise to the lawsuit. I also  
94 formed the -- opinion that neither I nor anyone on my team of attorneys had sufficient expertise or  
95 experience to, in the first instance, be defending a slander lawsuit in essence. I met with Your  
96 Honor as a client a couple of times, and in one of those meetings I merely said to you, I am going  
97 to hire a consultant. I didn't ask your permission. Don't want to sound insubordinate here, but I  
98 didn't ask your permission. We didn't discuss it. I just told you the things that I was going to do.  
99 I made the decision to hire Mr. Gentile based on my knowledge of his expertise in these matters.  
100 I did not hire him as outside counsel; I hired him as a consultant, and that is the -- manner in  
101 which he has acted.

102 After this was done, the Galardi matters first came to the attention of the City. And, again, given  
103 my position in the City, I am the one that drafted the complaint. I -- think if you're seeking legal  
104 advice as to what --, if any, action you ought to take, whether or not you should participate in  
105 this, it would be better to direct it to your Board counsel for these proceedings, which is Mr.  
106 Redlein, because I do appear before you, in essence, as -- an advocate, as a prosecutor today.

107  
108 **MAYOR GOODMAN**

109 I appreciate that. Mr. Gentile, would you like me to disqualify myself?

110

111 **DOMINIC GENTILE**

112 No, Your Honor.

113

114

115

**CITY COUNCIL MEETING  
NOVEMBER 5, 2003**

**VERBATIM TRANSCRIPT: ITEM 73**

116 **MAYOR GOODMAN**

117 All right. Having heard all of that, Mr. Redlein, do you have an opinion as to whether as a matter  
118 of law I should disqualify myself?

119

120 **JOHN REDLEIN**

121 Yes, Your Honor, I do. I don't think any of the disclosures that have been made on this case this  
122 morning necessitate abstention. But because they, on the face of them, don't require that, there is  
123 an additional element which might require it and that has to do with your own personal judgment  
124 about the effect of the relationship that your son represents a competitor who we've already heard  
125 is some distance away or that Mr. Gentile has been engaged to give some advice to Mr. Henry on  
126 a lawsuit that is connected to you. And – it boils down to your thinking. If – these relationships  
127 don't interfere with your independence of judgment in dealing with what's before us today is the  
128 setting of a hearing or subsequently the conduct of a hearing, and you can look your son in the  
129 eye and say, sorry, I called it in a way that your client might not have liked, then I would say that  
130 your judgment is completely independent.

131

132 **MAYOR GOODMAN**

133 Well –

134

135 **JOHN REDLEIN**

136 If that's gonna be awkward for you, then maybe you ought not to. If you're gonna have difficulty  
137 with Mr. Gentile saying, sorry, I had to go for you, go forward for you because I'm worried about  
138 what you might say to Mr. Henry, then I'd suggest your judgment isn't independent. But, I  
139 would think in both of these instances that that doesn't much matter to you and that there isn't  
140 any cloud on your judgment.

141

142 **MAYOR GOODMAN**

143 Well, you think right.

144

**CITY COUNCIL MEETING  
NOVEMBER 5, 2003**

**VERBATIM TRANSCRIPT: ITEM 73**

145 **DOMINIC GENTILE**

146 You know, let me say something. I want to make one thing really clear because it's almost  
147 implied here. If anybody is even suggesting that somehow if I don't get a favorable result it's  
148 going to affect the way that I represent you through the City Attorney in that lawsuit, I want to  
149 make it clear that that would never happen.

150

151 **JOHN REDLEIN**

152 I, and I know that, but the fact is if the Mayor is worried that that might happen, as unlikely as it  
53 would be –

154

155 **DOMINIC GENTILE**

156 Oh, I know he's not worried about (inaudible).

157

158 **JOHN REDLEIN**

159 – then he's got, you know, he's got the ethical issue to deal with. I think we all know what the  
160 truth is here and that the disclosures are adequate in my legal judgment.

161

52 **MAYOR GOODMAN**

163 No, I think much of this is a visceral type response. I, first of all, I would never have that kind of  
164 discussion with my son. He – wouldn't ever put me in that spot, and I certainly wouldn't put  
165 myself in that spot. So, the –, my son is irrelevant to this. And, as far as Mr. Gentile, I don't  
166 consider him my attorney on this as much as the consultant to the City and I know that he's  
167 ethical enough that he's gonna always do the right thing as I am in sitting here. So, I hope I made  
168 the right decision, but I'm gonna go forward.

169 Okay. All right. This is, we'll listen to Mr. Henry now. I think all we're here for today is to set  
170 a date and time certain for the hearing no later than 60 days from the date of approval of the  
171 complaint.

172

173



**CITY COUNCIL MEETING  
NOVEMBER 5, 2003**

**VERBATIM TRANSCRIPT: ITEM 73**

174 **BILL HENRY**

175 Actually, we – need to do a – few things to accomplish that. In the first instance, I need to  
176 submit to the Clerk proof of service of notice of today's hearing

177

178 **MAYOR GOODMAN**

179 Okay. Will you make that part of the record, Ms. Ronemus?

180

181 **BARBARA JO RONEMUS**

182 Yes.

183

184 **MAYOR GOODMAN**

185 Thank you.

186

187 **BILL HENRY**

188 As you noted, the next thing is I, I'm before you asking you to approve the disciplinary  
189 complaint, the proposed disciplinary complaint, which is attached as back up to the agenda item  
190 that – you're hearing now, which, in brief, submits that between May of 2000 and June of two  
191 thousand and three Michael Galardi was a principal in La Fuente, Inc., a corporation that held our  
192 liquor license. He was a principal for a number of reasons but, prominently, amongst them he  
193 was the president of the corporation, the operator, and he held 40% of the stock at the time.

194 A couple of months ago, he plead guilty in federal court to actually committing a federal felony  
195 that involved bribing several San Diego City Councilmen to arrange for favorable legislation that  
196 would assist his business, similar business, in San Diego and to, attempting to bribe a San Diego  
197 police officer to give advance notice of – raids. This conduct is in violation of the Las Vegas  
198 City Code, and because of that I bring a complaint before you and ask you to approve it. If you  
199 do approve it, you are correct that the Code requires us to set a hearing within 60 days. But, for a  
200 number of reasons, I, I've spoken with Mr. Gentile and I believe in behalf of his client, La  
201 Fuente, Inc., he'll waive the 60-day rule by about three or four days. And I would ask you to set  
202 the hearing for the first meeting in January of next year, which is January 7<sup>th</sup>.

**CITY COUNCIL MEETING  
NOVEMBER 5, 2003**

**VERBATIM TRANSCRIPT: ITEM 73**

203 **MAYOR GOODMAN**

204 Thank you, Mr. Henry. All right. Mr. Gentile.

205

206 **DOMINIC GENTILE**

207 Yes. First of all, I do represent La Fuente, Inc., which is the operator of Cheetah's here in Las  
208 Vegas. And I also represent its only shareholder, who is Jack Galardi. The reason I say that is  
209 because, and I have tendered to Mr. Henry earlier, I asked that those documents be made part of  
210 the record. If they have not, I have another set here. As of the 28<sup>th</sup> of October, Michael Galardi  
211 is no longer in any way associated, either as an officer, director, employee or shareholder, of La  
212 Fuente. You have now made part of the record a letter dated the 28<sup>th</sup> of October that  
213 acknowledges that, signed by Mr. Galardi in which it indicates that he, excuse me, I better make  
214 this record clear, there's two Galardies, signed by Mr. Michael Galardi, who is not my client.  
215 And, by the way, it is my understanding that he does not intend to appear at any of these  
216 hearings, and Mr. Kelesis is not representing him with respect to these proceedings because he  
217 doesn't intend to appear here. At this point, I don't think he even has standing to appear here  
218 because he surrendered his stock; his stock has been retired. So, at this point in time, all of the  
219 shares of La Fuente, Inc., are owned by Mr. Jack Galardi, who is also my client.

220 Mr. Galardi has also, Mr. Michael Galardi, has also been eighty-sixed from the premises of  
221 Cheetah's here in Las Vegas; La Fuente doing business as Cheetah's. And, so, as of the 28<sup>th</sup> of  
222 October, he has absolutely no financial interest, no employment interest, no control, either as a  
223 director or an officer or an employee, and no shares in La Fuente. The only shareholder is Jack  
224 Galardi.

225

226 **MAYOR GOODMAN**

227 All right. Let me ask you this question, Mr. Gentile. Assuming arguendo that your  
228 representations are as you state them, would we hold the January 7<sup>th</sup> time certain for this hearing  
229 if Mr. Henry were to amend the complaint for disciplinary action incorporating the issues which  
230 you have just disclosed concerning the retirement of the stock and that Michael Galardi does not

**CITY COUNCIL MEETING  
NOVEMBER 5, 2003**

**VERBATIM TRANSCRIPT: ITEM 73**

231 have the stock at this point in time but that the complaint would be against the – corporation, no  
232 matter who the owners is. Would you have any problem with that?

233

234 **DOMINIC GENTILE**

235 I'd have a big problem with it, and the reason for it is because of, there are several reasons. One,  
236 La Fuente, Inc., I'll use the captain of the ship analogy that I just heard given to you. La Fuente,  
237 Inc., if – Jack Galardi is now the captain of the ship and if Michael Galardi was once the first  
238 mate, whatever Michael Galardi did had nothing to do with this ship or this fleet. It was a  
239 completely different ship and a completely different fleet. It was a different company of which  
240 Jack Galardi had no ownership interest. The mere fact that the name of the place was Cheetah's  
241 is really not relevant because it was in San Diego, and it has no association with La Fuente, Inc.  
242 And over and above all of that, it's not even a similar business in the sense that the Cheetah's in  
243 San Diego doesn't have a liquor license. And what we're here for is a liquor license. And so, it  
244 would seem to me that, if you're talking about the same business, it's clearly not the same  
245 business; and if you're talking about it being a similar business, it's not similar because your only  
246 jurisdiction deals with the liquor license and the California operation had no liquor license.

247

48 **MAYOR GOODMAN**

249 Okay.

250

251 **DOMINIC GENTILE**

252 So, yes, I'd have those objections.

253

254 **MAYOR GOODMAN**

255 All right. Well, let's not argue it today. I think, basically, before us is the, whether or not we  
256 want to approve the complaint. And then if we approve the complaint as a Council, whether or  
257 not we're satisfied with the January 7<sup>th</sup> date to conduct a – hearing. Did you want to be heard?  
258 Thirty seconds, please.

259

**CITY COUNCIL MEETING  
NOVEMBER 5, 2003**

**VERBATIM TRANSCRIPT: ITEM 73**

260 **COUNCILWOMAN McDONALD**

261 Your Honor, just for – Can I just ask you, you and the City Attorney some questions of  
262 clarification, so I just have –

263

264 **BILL HENRY**

265 Certainly.

266

267 **COUNCILWOMAN McDONALD**

268 – everything straight in my own mind. The matter before us is the Cheetah's in Las Vegas,  
269 Nevada, and the – I guess the jurisdictional licenses that we issued in relationship to that business  
270 here?

271

272 **BILL HENRY**

273 It is. I – think I could sort this out and make it plain in about thirty seconds if – The complaint,  
274 on Page 1, Line 17, is against our licensee, the entity that came and approv – asked for a license,  
275 La Fuente, Inc., doing business as Cheetah's. And that licensee holds a tavern license. Now, if  
276 you go down the first page, you'll see Las Vegas Municipal Code 6.06.250 provides that a  
277 licensee may be subject to disciplinary action, and you turn to the next page, if the principal has  
278 committed acts which would constitute a crime involving any federal, state or local law or  
279 regulation relating to the same or a similar business. And then again, on Page 2, starting at Line  
280 5, LVMC 6.02.350 provides a licensee, and our licensee here is La Fuente, the corporation,  
281 which hasn't changed. A licensee under this Chapter shall be subject to disciplinary action not  
282 only for acts or omissions done by such licensee, but also for acts or omissions done by the  
283 principals. And then under that there's a definition of principal. But I don't think it's disputed  
284 that at the relevant period of time, between May of 2000 and June of two thousand and three, not  
285 here today, not now, between May of 2000 and June of two thousand and three, Mike Galardi  
286 was a principal and La Fuente is responsible and liable for his actions.

287

288

**CITY COUNCIL MEETING  
NOVEMBER 5, 2003**

**VERBATIM TRANSCRIPT: ITEM 73**

289 **MAYOR GOODMAN**

290 Okay, Councilwoman, any further –

291

292 **DOMINIC GENTILE**

293 I would not dispute he was a principal; I'm sure gonna dispute the last statement.

294

295 **MAYOR GOODMAN**

296 Okay. Well, that's what the hearing's for.

297

298 **COUNCILWOMAN McDONALD**

299 Okay. So we're still holding both the captain and the first mate responsible for the actions of the  
300 first mate?

301

302 **MAYOR GOODMAN**

303 And that's going to be Mr. Henry's argument.

304

305 **BILL HENRY**

306 Well, I –, you know, in admiralty law, there's this interesting concept of arresting a ship. And I –  
307 think – of (inaudible)

308

309 **MAYOR GOODMAN**

310 Well, there's – an interesting concept too of rats leading a ship. So let's –

311

312 **DOMINIC GENTILE**

313 Yes.

314

315 **MAYOR GOODMAN**

316 – hear from Mr. McGowan and we'll move on.

317

**CITY COUNCIL MEETING  
NOVEMBER 5, 2003**

**VERBATIM TRANSCRIPT: ITEM 73**

318 **TOM McGOWAN**

319 Over here? Okay.

320

321 **DOMINIC GENTILE**

322 Mr. McGowan, go right ahead.

323

324 **TOM McGOWAN**

325 Thank you, Sir. Tom McGowan, Las Vegas resident not yet ready to leave the ship. I have just  
26 one question that I hope it's not too far a field. I hear names that sound familiar, and I see people  
327 who occasionally look familiar to me, despite some cosmetic changes from time to time. How  
328 many members of this City Council, including Ward 5 and any others, are now or ever have been  
329 recipients of campaign contributions by the appellant or the licensee? Perhaps I'm mistaken, but  
330 somewhere in the vagueness of memory, I recall certain connectible names. If you care to answer  
331 that question, please do. If you don't, let the record reflect that you don't care to. Thank you.

332

333 **MAYOR GOODMAN**

334 Thank you. All right.

35

336 **COUNCILWOMAN MONCRIEF**

337 Your Honor? (inaudible)

338

339 **MAYOR GOODMAN**

340 Yes, Ms. Moncrief.

341

342 **COUNCILWOMAN MONCRIEF**

343 (inaudible) I have a question. On our discussion on Number 72, the Joyful Massage, we found  
344 that he was guilty, no matter who was in his establishment, he was guilty for everyone that  
345 worked for him. We closed his business, temporarily while we investigated him. I feel that we  
346 should request temporary closure of Cheetah's because Michael Galardi was responsible for

**CITY COUNCIL MEETING  
NOVEMBER 5, 2003**

**VERBATIM TRANSCRIPT: ITEM 73**

347 everything that was being done in Cheetah's while he was, you know, being convicted or  
348 pleading guilty to all of these numerous felonies.

349

350 **MAYOR GOODMAN**

351 I – think that, Mr. Henry?

352

353 **BILL HENRY**

354 Councilwoman, in Joyful Massage, the business was closed pending today's hearing by  
55 stipulation. I would submit this advice, that there isn't a basis now, with just charges in front of  
356 you and no proof, to take any action against this license, including a temporary closure.

357

358 **MAYOR GOODMAN**

359 Okay.

360

361 **BILL HENRY**

362 Legally, I – could not sustain that in court.

363

364 **COUNCILWOMAN MONCRIEF**

365 So, we have no proof that he did plead guilty to numerous felonies?

366

367 **BILL HENRY**

368 Well, there's the question of what I have and the question of what I've proven to you. I would  
369 not, I have obligations as an attorney not to make accusations, unless I believe I can prove them.  
370 But I – have not yet proven anything to you.

371

372 **COUNCILWOMAN MONCRIEF**

373 Okay. Thank you.

374

375

**CITY COUNCIL MEETING  
NOVEMBER 5, 2003**

**VERBATIM TRANSCRIPT: ITEM 73**

376 **MAYOR GOODMAN**

377 You're welcome. Any other comments or questions? All right. This is in the Councilwoman's  
378 Ward. Yes, pardon me. Yes?

379

380 **TODD FARLOW**

381 Thank you. Todd Farlow, 240 North 19<sup>th</sup> Street. Since this is pretty much a done deal any way  
382 and this is Las Vegas, I would suggest that – the Galardies or whoever owns this thing, now  
383 make a sizeable contribution to – Floyd Lamb State Park. I mean, we need the money.

384

385 **MAYOR GOODMAN**

386 Okay.

387

388 **BILL HENRY**

389 Your Honor, before – you take action, I think Mr. Gentile has, will agree to, in behalf of his  
390 client, La Fuente, to waive the 60-day rule.

391

392 **MAYOR GOODMAN**

393 I was gonna ask him that after we vote as to whether we're approving the complaint, but that's  
394 fine.

395

396 **DOMINIC GENTILE**

397 Yes, that, we're – amenable to a January 7<sup>th</sup> hearing, and I'll accept service.

398

399 **MAYOR GOODMAN**

400 All right, very good. Councilwoman, it's your motion.

401

402 **COUNCILWOMAN MONCRIEF**

403 Okay. I'm, sorry. I make the motion for 60 days for the disciplinary action.

404



**CITY COUNCIL MEETING  
NOVEMBER 5, 2003**

**VERBATIM TRANSCRIPT: ITEM 73**

405 **MAYOR GOODMAN**

406 To July, January 7<sup>th</sup>?

407

408 **COUNCILWOMAN MONCRIEF**

409 Okay.

410

411 **MAYOR GOODMAN**

412 And also approving the complaint?

413

414 **COUNCILWOMAN MONCRIEF**

415 Yes.

416

417 **MAYOR GOODMAN**

418 Very good. Let's vote on that please. Post, please. Motion carries. (Motion carried  
419 unanimously with MACK abstaining because his company, Mack Consulting, subcontracts  
420 to MK<sup>2</sup>, which does advertising and marketing and has a contract to provide those services  
421 for another adult nightclub called Treasures, for which he is a consultant. Although  
422 Treasures is more than 1,500 feet from Cheetah's, Treasures is a direct competitor. If this  
423 complaint is approved and the City Council should ultimately revoke the license, his client  
424 would probably benefit.) Thank you.

425

426 **BILL HENRY**

427 May the record reflect that I'm submitting the original of the complaint to the Clerk, please.

428

429 **MAYOR GOODMAN**

430 Very –

431

432 **DOMINIC GENTILE**

433 Have those exhibits been made part of the record?

**CITY COUNCIL MEETING  
NOVEMBER 5, 2003**

**VERBATIM TRANSCRIPT: ITEM 73**

434 **MAYOR GOODMAN**

435 They are made part of the record.

436

437 **DOMINIC GENTILE**

438 Thank you.

439 **(END OF DISCUSSION)**

440 /dd/vwd;gpb

*City of Las Vegas*

Agenda Item No. 74

**AGENDA SUMMARY PAGE****CITY COUNCIL MEETING OF: NOVEMBER 5, 2003****DEPARTMENT: CITY ATTORNEY****DIRECTOR: BRADFORD R. JERBIC**☐**CONSENT**☒**DISCUSSION****SUBJECT:**

Discussion and possible action regarding Complaint seeking disciplinary action against MDG, Inc., d/b/a Blue Heaven Bar, 2025 East Charleston Boulevard, Las Vegas, Clark County, Nevada, for violations of Title 6 of the Las Vegas Municipal Code - Ward 3 (Reese)

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

MDG, Inc., d/b/a Blue Heaven Bar, holds Tavern License No. L16-00029-4-000216. Michael Galardi owns the corporation, and is a principal in it. On August 28, 2003, an Indictment was filed with the Clerk of the United States District Court for the Southern District of California accusing Michael Galardi of numerous felonies. On September 8, 2003, Michael Galardi pled guilty to Conspiracy to Commit Wire Fraud, a felony, in violation of Title 18, United States Code, sections 371, 1343, and 1346.

**RECOMMENDATION:**

That the City Council issue the Complaint for Disciplinary Action and set a date and time certain for hearing no later than 60 days from the date of approval of the Complaint.

**BACKUP DOCUMENTATION:**

Submitted at the meeting: original Complaint for Disciplinary Action and Affidavit of Service by Sr. Litigation Counsel Bill Henry

**MOTION:**

**REESE – APPROVED** issuing the Complaint for Disciplinary Action and setting the public hearing date for 12/3/2003 – **UNANIMOUS** with **MACK** not voting

NOTE: CITY ATTORNEY JERBIC recused himself, as ATTORNEY GENTILE indicated to him that ATTORNEY GEORGE KELESIS would probably be representing MICHAEL GALARDI in this matter, and MR. KELESIS is MR. JERBIC'S family's attorney in civil matters. ASSISTANT CITY ATTORNEY REDLEIN would, therefore, be acting as Board counsel on both Items 73 and 74.

*City of Las Vegas***Agenda Item No. 74**

CITY COUNCIL MEETING OF NOVEMBER 5, 2003

City Attorney

Item 74 – Discussion and possible action regarding Complaint seeking disciplinary action against MDG, Inc., d/b/a Blue Heaven Bar, 2025 East Charleston Boulevard, Las Vegas, Clark County, Nevada, for violations of Title 6 of the Las Vegas Municipal Code

**MINUTES:**

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

**APPEARANCES:**

OSCAR GOODMAN, Mayor

BILL HENRY, Sr. Litigation Counsel

GARY REESE, Councilman

(11:30 – 11:35)

**2-1907**

BEFORE THE CITY COUNCIL  
OF THE CITY OF LAS VEGAS, NEVADA

\* \* \*

IN THE MATTER OF:

DEPARTMENT OF FINANCE AND  
BUSINESS SERVICES on behalf of the  
CITY OF LAS VEGAS, NEVADA,

Petitioner,

vs.

MDG, INC., d/b/a BLUE HEAVEN BAR,

Respondent.

**COMPLAINT FOR  
DISCIPLINARY ACTION**

The DEPARTMENT OF FINANCE AND BUSINESS SERVICES, on behalf of the  
CITY OF LAS VEGAS, NEVADA (Department), Petitioner, makes this Complaint for  
Disciplinary Action involving MDG, INC., d/b/a BLUE HEAVEN BAR, 2025 East  
Charleston Boulevard, Las Vegas, Clark County, Nevada, Respondent, and states:

1. Respondent MDG, INC., d/b/a BLUE HEAVEN BAR, holds Tavern  
License-nonoperational No. L16-00029-4-000216.

2. Records held by the Department indicate that Michael Galardi is President,  
Secretary/Treasurer of MDG, INC., d/b/a BLUE HEAVEN BAR, and owns 100% of the  
stock.

3. LVMC § 6.06.250 provides:

(A) A licensee may be subject to disciplinary action as set  
forth in Sections 6.02.330 through 6.02.360.

(B) A principal approved for suitability may be subject to  
disciplinary action by the City Council for good cause, which  
may include, but is not limited to:

....

Submitted at City Council

Date 11/5/03 Item # 74

1 (6) The principal has committed acts which would consti-  
2 tute a **crime . . .** involving any Federal, State or local law or  
regulation relating to the same or a similar business;

3 (7) When substantial information exists which tends to  
4 show that the **principal is dishonest or corrupt . . .** [Emphasis  
added.]

5 4. LVMC § 6.02.350 relevantly provides:

6 A licensee under this Chapter shall be **subject to disci-**  
7 **plinary action not only for acts or omissions done by such**  
8 **licensee but also for acts and omissions done by the principals,**  
9 **managers, agents, representatives, servants or employees of such**  
10 **licensee. [Emphasis added.]**

11 5. LVMC § 6.02.010(O) provides:

12 "Principal" means:

13 (1) Any person who is an officer, director, trustee, per-  
14 sonal representative or general partner or who has an ownership  
15 interest in or voting control of the business equal to or greater  
16 than ten percent of the entire ownership of voting control of such  
17 business. If the ownership interest or voting control is held by a  
18 person other than an individual, then each officer, director,  
19 trustee, personal representative or general partner of such person  
20 is a principal;

21 (2) Any person who is or will be directly engaged in the  
22 administration or supervision of the business; and

23 (3) Any other person if, in the Director's opinion, the  
24 person exercises, or is capable of exercising, significant influence  
25 over the business.

26 6. On August 28, 2003, an **Indictment** was filed with the Clerk of the United  
27 States District Court for the Southern District of California. That Indictment accused Michael  
28 Galardi, and others, of committing Conspiracy to Commit Wire Fraud, Wire Fraud, Extortion,  
Interstate Travel in Aid of Racketeering, False Statements to Government Agency, and Aiding  
and Abetting. The Clerk assigned the Indictment Criminal Case No. 03 CR2434-JM.

7. On September 8, 2003, a **Plea Agreement** between the United States of  
America and Michael Galardi was filed with the Clerk of the United States District Court for  
the Southern District of California under the same case number. That Plea Agreement  
relevantly provides as follows:

. . . .

1 Defendant agrees to plead guilty to Count 1 of the indict-  
2 ment, which count charges defendant with **conspiracy to commit**  
3 **wire fraud**, in violation of Title 18, United States Code, Sections  
4 371, 1343 and 1346. . . .

5 Defendant understands that the offense to which defendant  
6 is pleading guilty has the following elements:

7 1. That defendant conspired, that is, defendant agreed  
8 with at least one other person, and one of the members of the  
9 conspiracy performed an overt act for the purpose of carrying out  
10 the conspiracy,

11 2. To devise a scheme or plan to deprive another  
12 person of his right to honest services, and

13 3. In carrying out such scheme or plan, the use of an  
14 interstate wire communication was reasonably foreseeable.

15 Plea Agreement, page 2 (emphasis added).

16 Defendant has fully discussed the facts of this case with  
17 defense counsel. Defendant has committed each of the elements  
18 of the crimes, and admits that there is a factual basis for this  
19 guilty plea. The following facts are true and undisputed:

20 1. Between August 2000 and May 14, 2003, defen-  
21 dant owned **Cheetahs**, an adult (nude) entertainment establish-  
22 ment located in San Diego, California.

23 2. The "no touch" provision of the **San Diego Nude**  
24 **Entertainment Business Ordinance** was causing financial dam-  
25 age to business at Cheetahs.

26 3. Between January 2001 and March 2003, defendant  
27 agreed with Lance Malone, John D'Intino and others, to **pay**  
28 **money to a San Diego Police Officer** (working in an undercover  
capacity) in order to corruptly influence him in the performance  
of his official duties, specifically, to obtain advance information  
of police department vice raids at Cheetahs.

4. Between August 2000 and May 14, 2003, defen-  
dant agreed with Lance Malone, John D'Intino and others, to  
cause Ralph Inzunza, Charles Lewis and Michael Zucchet to  
**conceal, disguise and fail to disclose material information to**  
**the City of San Diego, its City Council and its citizens.**

5. Between August 2000 and May 14, 2003, defen-  
dant agreed with Lance Malone, John D'Intino and others, to  
**pay money to** Ralph Inzunza, Charles Lewis and Michael  
Zucchet [**San Diego City Councilmen**], in order to corruptly

1 influence them in the performance of their official duties, specifi-  
2 cally, to advance the repeal of the "no touch" provision.

3 6. Between August 2000 and May 14, 2003, defen-  
4 dant and others on his behalf directed employees of Cheetahs,  
adult entertainers and others to write checks to various San  
5 Diego City Council candidates.

6 7. Between August 2000 and May 14, 2003, defen-  
7 dant and others on his behalf unlawfully reimbursed "straw"  
8 contributors in order to disguise the true source of the money  
9 and circumvent campaign financial reporting requirements.

10 8. Between August 2000 and November 2002, defen-  
11 dant paid for travel, lodging, and entertainment expenses in Las  
12 Vegas, Nevada, for defendant Lewis.

13 *Id.* at pages 2-4 (emphasis added).

14 This plea agreement is limited to the United States  
15 Attorney's Office for the Southern District of California, and  
16 cannot bind any other federal, state or local prosecuting,  
17 administrative, or regulatory authorities, although the  
18 Government will bring this plea agreement and defendant's  
19 cooperation to the attention of other authorities if requested by  
20 defendant.

21 *Id.* at page 6.

22 By signing this plea agreement, defendant certifies that  
23 defendant has read it (or that it has been read to defendant in  
24 defendant's native language). Defendant has discussed the terms  
25 of this plea agreement with defense counsel and fully understands  
26 its meaning and effect.

27 *Id.* at page 13.

28 8. The last page of the Plea Agreement bears the signature of Robert D. Rose,  
attorney for Defendant, and Michael D. Galardi, Defendant. These signatures were affixed  
September 7, 2003. *Id.* at page 14.

9. On September 8, 2003, a proceeding was held before the Honorable Jeffrey T.  
Miller, United States District Judge, in the matter of *United States of America v. Michael*  
*Galardi*, Case No. 03-CR-2434 JM in the United States District Court for the Southern  
District of California. That proceeding was reported by Debra M. Henson, official court  
reporter. The government was represented by Paul Cook, Michael Wheat, and Robert  
Chiaffa, Assistant United States Attorneys. The Defendant, Michael Galardi, attended the



proceeding, and was represented by his counsel, Robert D. Rose, Esq. The transcript of the Guilty Plea provides relevantly that:

THE CLERK: Calling item No. A-1 on calender, case No. 03-CR-2434, United States of America versus Michael Galardi, on for disposition hearing.

MR. ROSE: Good afternoon, your Honor. Robert Rose of Sheppard, Mullin, Richter, and Hampton on behalf of Mr. Galardi, who is present on bond.

*Id.* at page 2.

THE CLERK: Is Michael Galardi your true name?

THE DEFENDANT: Yes.

THE CLERK: Do you now desire to withdraw your former plea of not guilty to Count 1 of the indictment, which charged you with conspiracy to commit wire fraud and to now plead guilty?

THE DEFENDANT: Yes.

THE CLERK: How do you now plead to Count 1 of the indictment, guilty or not guilty?

THE DEFENDANT: Guilty.

*Id.* at pages 2-3 (emphasis added).

THE COURT: All right. Mr. Galardi, good afternoon, sir. You have just taken the oath to tell the truth. You are now **testifying under penalty of perjury** and must give the Court truthful answers. If for any reason you do not understand anything I say, please tell me and I will be happy to explain further to you. All right, sir?

THE DEFENDANT: Yes, sir, your Honor.

*Id.* at page 3 (emphasis added).

THE COURT: All right, sir. Mr. Galardi, you have entered into a plea agreement in this case; is that true?

THE DEFENDANT: Yes, sir, your Honor.

THE COURT: I do have your plea agreement before me. It does consist of 14 pages and appears to bear your signature on the last page and your initials on the other pages. Did you in fact sign and initial this plea agreement?

1 THE DEFENDANT: Yes, sir, your Honor.

2 *Id.* at page 8.

3 THE COURT: Are you pleading guilty to the charge  
4 because in truth and in fact you are guilty and for no other rea-  
son?

5 THE DEFENDANT: Yes, sir, your Honor.

6 THE COURT: Have any promises or representations  
7 been made to you apart from what is contained in your plea  
agreement?

8 THE DEFENDANT: No, sir, your Honor.

9 *Id.* at page 10.

10 THE COURT: All right. Are you pleading guilty freely  
11 and voluntarily?

12 THE DEFENDANT: Yes, sir, your Honor.

13 *Id.*

14 THE COURT: Mr. Rose, in your view is there a merito-  
15 rious defense to this charge?

16 MR. ROSE: I don't believe there is, your Honor.

17 THE COURT: In your view have any of your client's  
18 constitutional rights been violated?

19 MR. ROSE: Not in this case, your Honor.

20 *Id.* at page 12.

21 THE COURT: All right. Lastly, I'm going to ask Mr.  
22 **Rose to make a statement for you advising me of what you did**  
23 **to commit this offense.** Would you please listen carefully to the  
statement Mr. Rose makes for you at this time because I will  
have some questions for you about that statement and may have  
reason to ask questions in addition to any factual basis that Mr.  
Rose relates at this point. Mr. Rose, please.

24 MR. ROSE: Your Honor, **reading from the plea agree-**  
25 **ment at page 3, there are eight paragraphs.**

26 *Id.* at pages 12-13 (emphasis added). Robert D. Rose, Esq., counsel for Michael Galardi  
27 thereafter read the factual admissions set forth in the plea agreement and this disciplinary  
28 complaint. Proceedings before the Court then continued:

1 THE COURT: Mr. Galardi, did you hear the facts as  
2 recited by Mr. Rose just now?

3 THE DEFENDANT: Yes, sir, your Honor.

4 THE COURT: And is that a true and correct recitation of  
5 the facts forming the factual basis for your plea?

6 THE DEFENDANT: Yes, sir, your Honor.

7 THE COURT: And do you accept that statement or  
8 that recitation as your own?

9 THE DEFENDANT: Yes, sir, your Honor.

10 *Id.* at page 14 (emphasis added).

11 THE COURT: At this time the Court will find that the  
12 plea of guilty of Mr. Galardi to Count 1 of the indictment in this  
13 case, conspiracy to commit wire fraud, is knowing, intelligent,  
14 voluntary, and express with a full understanding of the nature of  
15 the charge, his constitutional rights, the consequences of his plea  
16 of guilty, and that there is a factual basis for the plea. May we  
17 please have Mr. Galardi rearraigned.

18 THE CLERK: Now that you have been advised of your  
19 rights, the charge against you, and the possible sentence, how do  
20 you now plead to Count 1 of the indictment charging you with  
21 conspiracy to commit wire fraud-

22 THE DEFENDANT: Guilty.

23 THE CLERK: -guilty or not guilty?

24 THE DEFENDANT: Guilty.

25 THE COURT: The plea of guilty is accepted and entered  
26 at this time.

27 *Id.* at pages 15-16 (emphasis added).

28 10. The allegations set forth above constitute grounds for disciplinary action with  
respect to LA FUENTE, INC., d/b/a CHEETAH'S pursuant to LVMC §§ 6.02.330,  
6.02.350, and 6.06.250.

### ALLEGATION

11. As a result of the indictment, plea bargain, guilty plea, and conviction, the  
Department alleges that LA FUENTE, INC., d/b/a CHEETAH'S has operated in an illegal  
manner, contrary to law, and in violation of LVMC §§ 6.02.350, and 6.06.250.

12. LVMC § 6.06.260 provides:

(A) Upon a showing of good cause and in the discretion of the City Council **disciplinary action against a principal approved for suitability may take the form of** cancellation, revocation, suspension, imposition of conditions or restrictions, or civil fines (or any combination thereof) as the particular situation may require.

(B) The Council may also impose against the principal the actual cost incurred, and a reasonable amount for attorneys' fees resulting, from the imposition of disciplinary action.

(C) The disciplinary actions available in this section shall be in addition to, and not exclusive of, any other civil or criminal remedy which otherwise might be available. [Emphasis added.]

WHEREFORE, the Petitioner respectfully requests the City Council to:

A. Approve the Complaint for Disciplinary Action and order a disciplinary hearing at which the Respondent shall appear and show cause why the license that is the subject of this Complaint should not be suspended or revoked, or other disciplinary action taken; or

B. Grant such other and further relief as the Council deems appropriate.

DATED this 7<sup>th</sup> day of October, 2003.

RESPECTFULLY SUBMITTED:

By:



MARK R. VINCENT, Director  
Finance and Business Services

BRADFORD R. JERBIC  
City Attorney

By:



WILLIAM P. HENRY  
Senior Litigation Counsel  
Nevada Bar No. 101  
400 Stewart Avenue, Ninth Floor  
Las Vegas, NV 89101  
Attorneys for CITY OF LAS VEGAS

BEFORE THE CITY COUNCIL  
OF THE CITY OF LAS VEGAS, NEVADA

\* \* \*

IN THE MATTER OF:

DEPARTMENT OF FINANCE AND  
BUSINESS SERVICES on behalf of the  
CITY OF LAS VEGAS,

Petitioner,

vs.

MDG, INC., d/b/a BLUE HEAVEN BAR,

Respondent.

**AFFIDAVIT OF SERVICE**

STATE OF NEVADA       )  
                                  ) ss:  
COUNTY OF CLARK     )

CINDY KELLY, being first duly sworn, deposes and says:

That Affiant is, and was when the mailing described herein took place, a citizen of the United States, more than 21 years of age, and not a party to or interested in, this action; that on October 6, 2003, Affiant mailed by certified mail, return receipt requested, in Las Vegas, Nevada, a letter containing notice of a hearing considering administrative action to be held November 5, 2003, before the Las Vegas City Council in relation to Respondent. That letter was enclosed in a sealed envelope with first class postage prepaid, addressed to Michael Galardi, President and Resident Agent, MDG, INC., 3355 South Procyon Street, Las Vegas, NV, 89102, which is the mailing address for Respondent on file with the City of Las Vegas Department of Finance and Business Services. That there is a regular communication by mail between the place of mailing and the place so addressed.

....

....

....

....

Submitted at City Council

Date 11/5/03 Item #74

1 Attached hereto is a copy of the receipt for Article No. 7001 1940 0007 4927 2298  
2 returned by the United States Postal Service indicating the instant mailing had been received  
3 by an agent for Respondent.

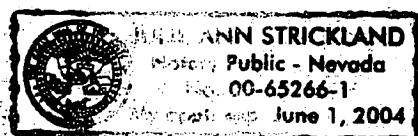
4 DATED this 30<sup>th</sup> day of October, 2003.

5  
6 Cindy Kelly  
CINDY KELLY

7  
8 SUBSCRIBED and SWORN to before  
9 me this 30<sup>th</sup> day of October, 2003.

10 Juanita Strickland  
11 NOTARY PUBLIC

12 F:\Depot\FILELOGS\BSE\2003\03-016b\Blue Heaven.afm.wpd



## CITY OF LAS VEGAS

WILLIAM P. HENRY  
SENIOR LITIGATION COUNSEL

OFFICE OF THE CITY ATTORNEY



400 Stewart Ave., Ninth Floor  
Las Vegas, NV 89101-2986  
(702) 229-6201

Central Office Fax: (702) 386-1749  
Litigation Team Fax: (702) 464-2509

October 6, 2003

Michael Galardi, Resident Agent  
MDG, INC.  
3355 South Procyon Street  
Las Vegas, NV 89102

**RE: Notice of City Council Meeting on November 5, 2003, at 9 a.m. to Consider  
Taking Administrative Action Against Your Tavern License-nonoperational  
No. L16-00029-4-000216 (Blue Heaven Bar)**

Dear Mr. Galardi:

Please be informed that on Wednesday, November 5, 2003, at 9 a.m., or as soon thereafter as the matter can be heard, the Las Vegas City Council, meeting in its Chambers at 400 Stewart Avenue, Las Vegas, Nevada, will consider whether or not to take administrative action against your Tavern License-nonoperational No. L16-00029-4-000216 (Blue Heaven Bar). This will occur at a meeting open to the public and you are entitled to attend the proceedings.

Very truly yours,

A handwritten signature in black ink, appearing to read "W. Henry", is written over the typed name.

WILLIAM P. HENRY  
Senior Litigation Counsel

WPH:ck  
CERTIFIED MAIL NO. 7001 1940 0007 4927 2298

| SENDER: COMPLETE THIS SECTION                                                                                                                                                                                                                                                                                                    |  | COMPLETE THIS SECTION ON DELIVERY                                                                                                                                                                                                                                                              |                                    |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------|
| <ul style="list-style-type: none"> <li>■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</li> <li>■ Print your name and address on the reverse so that we can return the card to you.</li> <li>■ Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul> |  | A. Signature<br>X <i>J. Connette</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee                                                                                                                                                                                         |                                    |
|                                                                                                                                                                                                                                                                                                                                  |  | B. Received by (Printed Name)<br><i>J CONNETTE</i>                                                                                                                                                                                                                                             | C. Date of Delivery<br><i>10/8</i> |
| 1. Article Addressed to:<br><br>Michael Galardi, Resident Agent<br>MDG, INC.<br>3355 South Procyon Street<br>Las Vegas, NV 89102                                                                                                                                                                                                 |  | D. Is delivery address different from item 1? <input type="checkbox"/> Yes<br>If YES, enter delivery address below: <input type="checkbox"/> No                                                                                                                                                |                                    |
|                                                                                                                                                                                                                                                                                                                                  |  | 3. Service Type<br><input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail<br><input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise<br><input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D. |                                    |
|                                                                                                                                                                                                                                                                                                                                  |  | 4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes                                                                                                                                                                                                                               |                                    |
| 2. Article Number<br>(Transfer from service label)                                                                                                                                                                                                                                                                               |  | 7001 1940 0007 4927 2298                                                                                                                                                                                                                                                                       |                                    |

PS Form 3811, August 2001

Domestic Return Receipt

102595-01-M-2509

| U.S. Postal Service<br>CERTIFIED MAIL RECEIPT<br>(Domestic Mail Only: No Insurance Coverage Provided) |                                 |
|-------------------------------------------------------------------------------------------------------|---------------------------------|
| O F F I C I A L U S E                                                                                 |                                 |
| Postage \$                                                                                            | 10/6/03<br><br>Postmark<br>Here |
| Certified Fee                                                                                         |                                 |
| Return Receipt Fee<br>(Endorsement Required)                                                          |                                 |
| Restricted Delivery Fee<br>(Endorsement Required)                                                     |                                 |
| Total Postage                                                                                         |                                 |
| Sent To                                                                                               | Michael Galardi, Resident Agent |
| Street, Apt. N<br>or PO Box N                                                                         | MDG, INC.                       |
| City, State, Zi                                                                                       | 3355 South Procyon Street       |
|                                                                                                       | Las Vegas, NV 89102             |

PS Form 3800, January 2001

See Reverse for Instructions



**City Council Meeting  
November 5, 2003**

**Verbatim Transcript: Item 74**

1 Discussion and possible action regarding Complaint seeking disciplinary action against  
2 MDG, Inc., d/b/a Blue Heaven Bar, 2025 East Charleston Boulevard, Las Vegas, Clark  
3 County, Nevada, for violations of Title 6 of the Las Vegas Municipal Code.  
4  
5

6 **Appearance List:**

7 OSCAR B. GOODMAN, Mayor

8 BILL HENRY, Sr. Litigation Counsel

9 GARY REESE, Mayor Pro Tem/Councilman  
10  
11  
12  
13  
14  
15  
16

17 **(11:30-11:35)**

18 **2-1907**

19 **5 Minutes**  
20  
21

22 Typed by: Diana Davis

23 Proofed by: Vicky Darling  
24

**CITY COUNCIL MEETING  
NOVEMBER 5, 2003**

**VERBATIM TRANSCRIPT: ITEM 74**

25 **MAYOR GOODMAN**

26 All right. Item 74 is discussion and possible action regarding Complaint seeking disciplinary  
27 action against MDG, Inc., doing business as Blue Heaven Bar at 2025 East Charleston  
28 Boulevard, Las Vegas, Clark County, Nevada, for violations of Title 6 of the Las Vegas  
29 Municipal Code. This is in Ward 3. Mr. Henry?

30

31 **BILL HENRY**

32 Your Honor, if I might, initially. Once again, I'd like to submit proof of service of notice of  
33 today's hearing to the Clerk. And if I don't see anyone here; and I'm somewhat surprised. I  
34 would describe for the Clerk, for the record, that that service was a letter to me, or from me to  
35 Michael Galardi, the resident agent and the president and all the other corporate officers, and the  
36 100% owner, according to our records, of MDG, Inc.; and that that letter was sent by certified  
37 mail to the address on file with the Department of Business Licensing; and that it was accepted;  
38 and we have a receipt for that. And I would tender that to the Clerk.

39

40 **MAYOR GOODMAN**

41 All right. That's part of the record.

42

43 **BILL HENRY**

44 Having done that, I am before you to ask you to approve a complaint for disciplinary action  
45 against MDG, Inc., doing business as Blue Heaven Bar at 2025 East Charleston Boulevard. As –  
46 is the case with the – last item before you, Michael Galardi is a principal in that business for the  
47 reasons that I previously described. And, a few months ago he – plead guilty to a federal felony  
48 in San Diego wherein he admitted that he had bribed San Diego City Councilmen and attempted  
49 to bribe a San Diego police officer to further the interest of his business, which I believe to be a  
50 strip club in San Diego. And that the Las Vegas Code subjects a licensee, a liquor licensee, to  
51 discipline for having committed acts which would constitute a crime involving any federal, state  
52 or local law or regulation relating to the same or similar business.

53

**CITY COUNCIL MEETING  
NOVEMBER 5, 2003**

**VERBATIM TRANSCRIPT: ITEM 74**

53 **MAYOR GOODMAN**

54 Okay. You believe the service is valid?

55

56 **BILL HENRY**

57 I do.

58

59 **MAYOR GOODMAN**

60 How fast could you be ready to present this to us?

61

62 **BILL HENRY**

63 I would ask you for a December 3<sup>rd</sup> date.

64

65 **MAYOR GOODMAN**

66 All right. Because I think that it – may have some precedential (sic) value when we go through  
67 the other matter and Item Number 73, if we make a finding that, in fact, Mr. Michael Galardi, in  
68 fact, committed crimes which would be reflective of his suitability to have a license in our City.

69

70 **BILL HENRY**

71 It – is the case, Your Honor, that if, it is the case that if a licensee has previously been subject to  
72 discipline, that's grounds for discipline against another license. But, given – the relationship, the  
73 ownership differences in the corporations I'm not sure it would be the case; and, I think it would  
74 be –

75

76 **MAYOR GOODMAN**

77 All right. Well –

78

79 **BILL HENRY**

80 – safer to leave us with the record that these two cases are independent and – stand or fall on  
81 their own merit.

82 Page 3 of 5

**CITY COUNCIL MEETING  
NOVEMBER 5, 2003**

**VERBATIM TRANSCRIPT: ITEM 74**

82 **MAYOR GOODMAN**

83 All right. If you want to do it that way, you would have to ask for some kind of judicial notice.

84 So if you don't want to ask for it, that's fine. You say December the what?

85

86 **BILL HENRY**

87 December 3<sup>rd</sup>, the first meeting in December.

88

89 **MAYOR GOODMAN**

90 All right. Councilman Reese?

91

92 **COUNCILMAN REESE**

93 I have a question similar to what Councilman (sic) Moncrief asked. Can we, in fact, because he

94 is the sole owner of this property, have this closed up 'til the hearing, 'til after the hearing?

95

96 **BILL HENRY**

97 I have been told that this – is in essence a parked liquor license. In fact, the –, in paragraph 1 at

98 line 19 of page 1, it's described as tah, tavern license non-operational. And, so, I don't believe

99 that the business is – operating now or has operated for along while. But even if it was operating,

100 you would need an evi, evidentiary basis to do that and you don't have that before you.

101

102 **COUNCILMAN REESE**

103 It was – just a question. I wanted to understand in my own mind what the difference was. We,

104 can we move forward without him having representation here today?

105

106 **BILL HENRY**

107 Yes.

108

109 **COUNCILMAN REESE**

110 I would move, then, that we have this hearing on December the 3<sup>rd</sup>.

**CITY COUNCIL MEETING  
NOVEMBER 5, 2003**

**VERBATIM TRANSCRIPT: ITEM 74**

111 **MAYOR GOODMAN**

112 Okay. And that the complaint be issued by us?

113

114 **COUNCILMAN REESE**

115 Absolutely.

116

117 **MAYOR GOODMAN**

118 Very good. Let's vote. Post. Motion carries. Okay, we can reset. Thank you. (Motion carried  
119 unanimously with MACK abstaining)

120

121 **BILL HENRY**

122 Let the record reflect that I'm submitting the original of the disciplinary complaint to the Clerk.

123

124 **MAYOR GOODMAN**

125 Thank you, Mr. Henry.

126

127 **BILL HENRY**

128 Thank you, Your Honor.

129

130 **MAYOR GOODMAN**

131 We appreciate it.

132

**(END OF DISCUSSION)**

133 /dd;vwd

*City of Las Vegas*

Agenda Item No. 75

**AGENDA SUMMARY PAGE**  
**CITY COUNCIL MEETING OF: NOVEMBER 5, 2003****DEPARTMENT: FINANCE AND BUSINESS SERVICES****DIRECTOR: MARK R. VINCENT**☐**CONSENT**☒**DISCUSSION****SUBJECT:**

Discussion and possible action regarding Temporary Approval of a new Beer/Wine/Cooler On-sale License subject to the provisions of the planning codes, Lizbeth Josefina Castillo, dba Los Manguitos Restaurant, 1510 Las Vegas Boulevard South, Lizbeth J. Castillo, 100% - Ward 1 (Moncrief)

**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 Beer/Wine/Cooler On-sale License

**RECOMMENDATION:**

Recommend approval subject to the provisions of the planning codes with authority for the Director or Designee to issue a permanent license upon receipt of a favorable police report

**BACKUP DOCUMENTATION:**

1. Agenda Memo
2. Letter from Lizbeth Castillo
3. Map

**MOTION:**

**MONCRIEF- APPROVED** the temporary license, subject to provisions as recommended, with the manager of Business Services granted the authority to approve the permanent license after completion of appropriate process - **UNANIMOUS**

**MINUTES:**

The applicant was present.

JIM DiFIORE, Manager, Business Services, reported that the applicant met the requirements for a temporary license and recommended approval as recommended above.

There was no further discussion.

(11:35 - 11:37)

2-2131

# City of Las Vegas

## AGENDA MEMO

**CITY COUNCIL MEETING DATE: NOVEMBER 5, 2003**

**DEPARTMENT: FINANCE AND BUSINESS SERVICES**

**ITEM DESCRIPTION: Discussion and possible action regarding Temporary Approval of a new Beer/Wine/Cooler On-sale License subject to the provisions of the planning codes, Lizbeth Josefina Castillo, dba Los Manguitos Restaurant, 1510 Las Vegas Boulevard South**

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The applicant is requesting approval of a temporary license as provided by LVMC 6.06.051, which reads as follows:

(A) City Council may grant a temporary license pending its decision regarding a license application in order to determine:

- (1) The applicant's fitness for a license; and
- (2) The appropriateness of the applicant's business location.

(B) A temporary license shall not be granted under this Section unless:

- (1) All principals required to be approved for suitability have submitted a complete investigation packet for determination of suitability and paid all applicable fees;
- (2) The Director makes a preliminary finding that all of the principals of the business are suitable; and
- (3) The applicant has submitted a completed and accurate license application and has paid all required application fees.

The attached letter dated October 6, 2003 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 September 10, 2003. Based on a review of the SCOPE printout furnished to this Department, we have determined that the applicant is preliminarily suitable to hold a temporary alcoholic beverage license until the investigation is complete.

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

October 6, 2003

To Whom It May Concern:

My name is Lizbeth Castillo, as you may know I own a Salvadorean and Mexican Restaurant called Los Manguitos located at 1510 so. Las Vegas Blvd.

I have attended the first planning commission meeting and it was approved the next one I will be attending is on October 15, 2003 and I believe this will be the final one.

I'm writing to you again because I want to request a temporary <sup>beer and wine</sup> beer license. As of this date I don't have one and I think that this will help my business to increase and offer a wider variety to our patrons.

As of this date most of my customers are tourist and I want to draw more local customers and we are presently advertising through media. Once again I believe this will increase my sales and keep my restaurant alive.

Please find it in your heart to approve us for a temporary beer and wine license and thank you in advance.

Respectfully,

*Lizbeth J. Castillo*

Lizbeth J. Castillo

Owner

(702) 380-8170



# Los Manguitos Restaurant



0 200 400 Feet



*City of Las Vegas*

Agenda Item No. 76

**AGENDA SUMMARY PAGE**  
**CITY COUNCIL MEETING OF: NOVEMBER 5, 2003**

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

Discussion and possible action regarding Temporary Approval of Change of Ownership for a Beer/Wine/Cooler Off-sale License subject to the provisions of the fire codes and Health Dept. regulations, From: Craig Knudson/John Hurley, Craig C. Knudson, Ptnr, 50%, John F. Hurley, Ptnr, 50%, To: Orchard Street Market, Inc., dba Orchard Street Market, 9436 West Lake Mead Boulevard, Suite 8, Brian G. Spraker, Dir, Pres, 50%, Jean M. Spraker, Dir, Secy, Treas, 50% - 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 Change of Ownership for a Beer/Wine/Cooler Off-sale License

**RECOMMENDATION:**

Recommend approval subject to the provisions of the fire codes and Health Dept. regulations with authority for the Director or Designee to issue a permanent license upon receipt of a favorable police report

**BACKUP DOCUMENTATION:**

1. Agenda Memo
2. Letter from Brian & Jean Spraker

**MOTION:**

**BROWN - APPROVED** the temporary license, subject to provisions as recommended, with the manager of Business Services granted the authority to approve the permanent license after completion of appropriate process - **UNANIMOUS** with **MONCRIEF** not voting

**MINUTES:**

The applicant was present and requested approval.

**JIM DiFIORE**, Manager, Business Services, reported that the applicant met the requirements for a temporary license and recommended approval as recommended above.

There was no further discussion.

(11:37 - 11:40)

2-2203

*City of Las Vegas*

**AGENDA MEMO**

**CITY COUNCIL MEETING DATE: NOVEMBER 5, 2003**

**DEPARTMENT: FINANCE AND BUSINESS SERVICES**

**ITEM DESCRIPTION: Discussion and possible action regarding Temporary Approval of Change of Ownership for a Beer/Wine/Cooler Off-sale License, To: Orchard Street Market, Inc., dba Orchard Street Market, 9436 West Lake Mead Boulevard, Suite 8**

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The applicant is requesting approval of a temporary license as provided by LVMC 6.06.051, which reads as follows:

(A) City Council may grant a temporary license pending its decision regarding a license application in order to determine:

- (1) The applicant's fitness for a license; and
- (2) The appropriateness of the applicant's business location.

(B) A temporary license shall not be granted under this Section unless:

- (1) All principals required to be approved for suitability have submitted a complete investigation packet for determination of suitability and paid all applicable fees;
- (2) The Director makes a preliminary finding that all of the principals of the business are suitable; and
- (3) The applicant has submitted a completed and accurate license application and has paid all required application fees.

The attached letter dated October 17, 2003 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 October 17, 2003. Based on a review of the applicant's SCOPE printout, we have determined that the applicant is preliminarily suitable to hold a temporary beer/wine/cooler off-sale alcoholic beverage license until the investigation is complete.

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

10/16/03

Please consider Orchard Street Market for a temporary liquor license. We intend to close on November 6, 2003. Without the temporary license we will not be able to continue the sale of alcohol in the establishment. This would cause a financial hardship.

Thank you

Brian : Jean Spraker

Brian Spraker  
JM BL. SR