

City of Las Vegas

Agenda Item No.: 56

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: DECEMBER 3, 2003****DEPARTMENT: CITY ATTORNEY****DIRECTOR: BRADFORD R. JERBIC**☒**CONSENT**☐**DISCUSSION****SUBJECT:****RESOLUTIONS:**

R-174-2003 - Approval of a Resolution approving the Fifty-Second Assessment Lien Apportionment Report for Special Improvement District No. 808 - Summerlin Area (Levy Assessments) - Ward 2 (L.B. McDonald)

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

Acquisition, construction and installation of streets, sanitary sewer, storm sewers, and water main projects. Parcel is located in Miramonte At Summerlin.

RECOMMENDATION:

It is recommended that the City Council adopt this Resolution.

BACKUP DOCUMENTATION:

Resolution No. R-174-2003

MOTION:

REESE - APPROVED Items 4-8, 10-27 and 29-60 - UNANIMOUS with GOODMAN abstaining on Item 59 due to a personal relationship with MICHAEL and BEATRICE KATZ, which could effect his judgment, and his ownership of property with their family trust and MACK excused

Item 3: STRICKEN under separate action (see individual item)

Item 9: ABEYANCE to 1/7/2004 under separate action (see individual item)

Item 28: APPROVED under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:49 - 9:54)

1-1292

RESOLUTION NO. R-174-2003

A RESOLUTION RELATING TO CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 808 (SUMMERLIN AREA); APPROVING THE FIFTY-SECOND ASSESSMENT LIEN APPORTIONMENT REPORT WITH RESPECT TO CERTAIN LOTS AND PARCELS OF PROPERTY WITHIN SAID DISTRICT; AND DIRECTING THE RECORDATION OF SAID REPORT.

WHEREAS, the City Council of the City of Las Vegas (hereinafter the "City Council" and the "City", respectively), in the County of Clark and State of Nevada, has taken the requisite legal action that is preliminary to, and in the creation of, "City of Las Vegas, Nevada, Special Improvement District No. 808 (Summerlin Area)" (hereinafter the "District"), for the purposes of providing for the acquisition, construction and installation of street, road, sanitary sewer, storm sewer/drainage improvements, and water main projects (hereinafter the "Project"), and of defraying the entire cost and expense of the Project, by special assessments, against the assessable lots and parcels of property within the District according to the benefits that would be derived from the Project by the respective lots and parcels that were to be so assessed, all in accordance with the provisions of Chapter 271, et seq., of the Nevada Revised Statutes (hereinafter "NRS") that provide therefor; and

WHEREAS, the City Council, pursuant to NRS 271.425, has directed the City Treasurer of the City (hereinafter the "City Treasurer") to apportion, on an equitable basis, the uncollected and heretofore unapportioned amounts of the special assessments that were levied upon that certain lot or parcel of property situate within the District and identified by the Clark County, Nevada, County Assessor's parcel number as Parcel 137-35-310-003, among the several parts into which said Parcel has been divided, and to

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1 prepare, submit and file with the City Clerk of the City (hereinafter the "City Clerk") a
2 report of such apportionment; and

3 WHEREAS, the City Treasurer, on the 3rd day of December, 2003, filed with the
4 City Clerk a copy of his report of such apportionment that is entitled "Fifty-Second
5 Assessment Lien Apportionment Report for City of Las Vegas, Nevada, Special
6 Improvement District No. 808 (Summerlin Area)"; and

7 WHEREAS, the City Council has reviewed that Report and has found the same, in
8 all respects, to be satisfactory;

9 NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Las
10 Vegas, Nevada, at this regular meeting thereof being held on this 3rd day of December,
11 2003, as follows:

12 SECTION 1. That certain document entitled "Fifty-Second Assessment
13 Lien Apportionment Report for City of Las Vegas, Nevada, Special Improvement District
14 No. 808 (Summerlin Area)", a copy of which is attached as Exhibit "A" hereto, is hereby
15 approved and adopted, as and for the City's plan for the apportionment of the uncollected
16 and heretofore unapportioned amounts of the special assessments that were levied upon
17 that certain lot and parcel of property that is situate within the District and is identified by
18 the Clark County, Nevada, County Assessor's parcel number as Parcel 137-35-310-003,
19 among the several parts into which said Parcel has been divided.

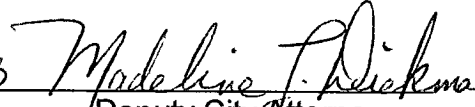
20 SECTION 2. That the City Clerk is hereby authorized, empowered and
21 directed to record in the Office of the County Recorder of Clark County, Nevada, a copy
22 of the above-referenced Report, together with a statement that the current payment
23 status of any of the assessments that are shown thereon may be obtained from the City
24 Treasurer.

1 SECTION 3. That all resolutions, or parts thereof, that are in conflict with
2 the provisions of this Resolution be, and they hereby are, repealed.

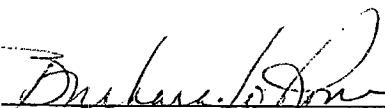
3 PASSED, ADOPTED AND APPROVED this 3rd day of December, 2003.

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6 OSCAR B. GOODMAN, Mayor

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8 Approved as to form:

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10 11-20-03  
11 Date Deputy City Attorney

12 ATTEST:

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15 BARBARA JO RONEMUS, City Clerk
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APN: 137-35-310-003

City of Las Vegas, Nevada
Special Improvement District No. 808
(Summerlin Area)

FIFTY-SECOND ASSESSMENT LIEN APPORTIONMENT REPORT
(December 3, 2003)

RETURN TO:

City of Las Vegas
Special Improvement District - 4th Floor
400 Stewart Avenue
Las Vegas, Nevada 89101

FIFTY-SECOND ASSESSMENT LIEN APPORTIONMENT REPORT

The assessment that has heretofore been levied against that certain parcel of property that is identified by the Clark County, Nevada, County Assessor's parcel number as Parcel 137-35-310-003, in the amount of \$805,468.90, is hereby apportioned among the lots or parcels into which said parcel has been divided, as follows:

LEGAL DESCRIPTION			PER PARCEL ASSESSMENT
APN	BLOCK	LOT	
137-35-321-001	A	1 ¹	\$ 12,204.07
137-35-321-002	A	2 ¹	\$ 12,204.07
137-35-321-003	A	3 ¹	\$ 12,204.07
137-35-321-004	A	4 ¹	\$ 12,204.07
137-35-321-005	A	5 ¹	\$ 12,204.07
137-35-321-006	A	6 ¹	\$ 12,204.07
137-35-321-007	A	7 ¹	\$ 12,204.07
137-35-321-008	A	8 ¹	\$ 12,204.07
137-35-321-009	A	9 ¹	\$ 12,204.07
137-35-321-010	A	10 ¹	\$ 12,204.07
137-35-321-011	A	11 ¹	\$ 12,204.07
137-35-417-001	A	12 ¹	\$ 12,204.07
137-35-417-002	A	13 ¹	\$ 12,204.07
137-35-417-003	A	14 ¹	\$ 12,204.07
137-35-417-004	A	15 ¹	\$ 12,204.07
137-35-417-005	A	16 ¹	\$ 12,204.07
137-35-417-006	A	17 ¹	\$ 12,204.07
137-35-417-007	A	18 ¹	\$ 12,204.07
137-35-417-008	B	19 ¹	\$ 12,204.07
137-35-417-009	B	20 ¹	\$ 12,204.07
137-35-321-012	B	21 ¹	\$ 12,204.07
137-35-321-013	B	22 ¹	\$ 12,204.07
137-35-321-014	B	23 ¹	\$ 12,204.07
137-35-321-015	B	24 ¹	\$ 12,204.07
137-35-321-016	B	25 ¹	\$ 12,204.07
137-35-321-017	B	26 ¹	\$ 12,204.07
137-35-321-018	B	27 ¹	\$ 12,204.07

LEGAL DESCRIPTION			PER PARCEL ASSESSMENT
APN	BLOCK	LOT	
137-35-321-019	B	28 ¹	\$ 12,204.07
137-35-321-020	B	29 ¹	\$ 12,204.07
137-35-321-021	B	30 ¹	\$ 12,204.07
137-35-321-022	B	31 ¹	\$ 12,204.07
137-35-321-023	B	32 ¹	\$ 12,204.07
137-35-321-024	B	33 ¹	\$ 12,204.07
137-35-321-025	B	34 ¹	\$ 12,204.07
137-35-321-026	B	35 ¹	\$ 12,204.07
137-35-321-027	B	36 ¹	\$ 12,204.07
137-35-321-028	B	37 ¹	\$ 12,204.07
137-35-321-029	B	38 ¹	\$ 12,204.07
137-35-321-030	B	39 ¹	\$ 12,204.08
137-35-321-031	B	40 ¹	\$ 12,204.08
137-35-321-032	C	41 ¹	\$ 12,204.08
137-35-321-033	C	42 ¹	\$ 12,204.08
137-35-321-034	C	43 ¹	\$ 12,204.08
137-35-321-035	C	44 ¹	\$ 12,204.08
137-35-321-036	C	45 ¹	\$ 12,204.08
137-35-321-037	C	46 ¹	\$ 12,204.08
137-35-321-038	C	47 ¹	\$ 12,204.08
137-35-321-039	C	48 ¹	\$ 12,204.08
137-35-321-040	C	49 ¹	\$ 12,204.08
137-35-321-041	C	50 ¹	\$ 12,204.08
137-35-321-042	C	51 ¹	\$ 12,204.08
137-35-321-043	C	52 ¹	\$ 12,204.08
137-35-321-044	C	53 ¹	\$ 12,204.08
137-35-321-045	C	54 ¹	\$ 12,204.08
137-35-321-046	C	55 ¹	\$ 12,204.08
137-35-321-047	C	56 ¹	\$ 12,204.08
137-35-321-048	C	57 ¹	\$ 12,204.08
137-35-321-049	D	58 ¹	\$ 12,204.08
137-35-321-050	D	59 ¹	\$ 12,204.08
137-35-321-051	D	60 ¹	\$ 12,204.08
137-35-321-052	D	61 ¹	\$ 12,204.08
137-35-321-053	D	62 ¹	\$ 12,204.08
137-35-321-054	D	63 ¹	\$ 12,204.08
137-35-321-055	D	64 ¹	\$ 12,204.08

LEGAL DESCRIPTION			PER PARCEL ASSESSMENT
APN	BLOCK	LOT	
137-35-321-056	D	65 ¹	\$ 12,204.08
137-35-321-057	D	66 ¹	\$ 12,204.08
TOTAL			\$ 805,468.90

¹ of Miramonte at Summerlin as recorded in Book 112 of Plats, Page 75 in the Office of the County Recorder, Clark County, Nevada

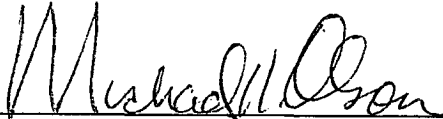
DATED this 3rd day of December 2003.

I concur with the apportionments as stated above.



DON BOETTCHER, Vice President of Land Acquisitions
PN II, Inc., A Nevada Corporation
d/b/a Pulte Homes of Nevada

Respectfully submitted,



MICHAEL K. OLSON, City Treasurer

THE CURRENT PAYMENT STATUS OF ANY OF THE FOREGOING ASSESSMENTS MAY BE OBTAINED FROM THE OFFICE OF THE CITY TREASURER OF LAS VEGAS, NEVADA.

City of Las Vegas

Agenda Item No.: 57

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: DECEMBER 3, 2003****DEPARTMENT: CITY ATTORNEY****DIRECTOR: BRADFORD R. JERBIC**☒**CONSENT**☐**DISCUSSION****SUBJECT:****RESOLUTIONS:**

R-175-2003 - Approval of a Resolution directing the City Treasurer to prepare the Fourth Assessment Lien Apportionment Report for Special Improvement District No. 809 - Summerlin Area (Levy Assessments) - Ward 2 (L.B. McDonald)

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

Acquisition, construction and installation of streets, sanitary sewer, storm sewers, and water main projects. Parcel is located in Escala Unit No. 1.

RECOMMENDATION:

It is recommended that the City Council adopt this Resolution.

BACKUP DOCUMENTATION:

Resolution No. R-175-2003

MOTION:

REESE - APPROVED Items 4-8, 10-27 and 29-60 - UNANIMOUS with GOODMAN abstaining on Item 59 due to a personal relationship with MICHAEL and BEATRICE KATZ, which could effect his judgment, and his ownership of property with their family trust and MACK excused

Item 3: STRICKEN under separate action (see individual item)

Item 9: ABEYANCE to 1/7/2004 under separate action (see individual item)

Item 28: APPROVED under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:49 - 9:54)

1-1292

RESOLUTION NO. R-175-2003

A RESOLUTION DIRECTING THE CITY TREASURER OF THE CITY OF LAS VEGAS TO APPORTION THE UNCOLLECTED AMOUNT OF THE SPECIAL ASSESSMENT AGAINST ANY LOT OR PARCEL OF PROPERTY WITHIN CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 809 (SUMMERLIN AREA) THAT HAS BEEN DIVIDED SINCE SUCH SPECIAL ASSESSMENT WAS LEVIED THEREAGAINST AMONG THE SEVERAL PARTS INTO WHICH SUCH LOT OR PARCEL HAS BEEN DIVIDED AND TO PREPARE, SUBMIT AND FILE WITH THE CITY CLERK OF SAID CITY A REPORT OF SUCH APPORTIONMENT.

WHEREAS, the City of Las Vegas (hereinafter the "City"), in the County of Clark and State of Nevada, is organized and operating pursuant to the provisions of Chapter 517, Statutes of Nevada 1983, as the same have been amended to the date hereof, and the general laws of the State; and

WHEREAS, by Ordinance No. 5597 that was duly passed, adopted and approved by the City Council of the City (hereinafter the "City Council") on the 7th day of May, 2003, the City Council created "City of Las Vegas, Nevada, Special Improvement District No. 809 (Summerlin Area)" (hereinafter the "District") for the purposes of providing for the acquisition, construction and installation of street, road, sanitary sewer, storm sewer/drainage improvements, and water main projects (hereinafter the "Project"), by defraying the entire cost and expense of the Project by special assessments, against the assessable lots and parcels of property within the District according to the benefits that would be derived from the Project by the respective lots and parcels that were to be so assessed, all in accordance with the provisions of Chapter 271, et seq., of the Nevada Revised Statutes (hereinafter "NRS") that provide therefor; and

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1 WHEREAS, by Ordinance No. 5598 that was duly passed, adopted and approved
2 by the City Council on the 7th day of May, 2003, the City Council assessed all of the
3 cost and expense of acquiring, constructing, and installing the Project against the
4 assessable lots and parcels of property within the District that were benefited by the
5 Project; and

6 WHEREAS, NRS 271.425 provides that if any lot or parcel of property within a
7 special improvement district, which has been created by a municipality in the State, is
8 divided after a special assessment thereupon has been levied and divided into
9 installments and before the collection of all of the installments, the governing body of the
10 municipality may require the municipal treasurer to apportion the uncollected amount of
11 such special assessment among the several parts into which such lot or parcel has been
12 divided; and

13 WHEREAS, that certain lot or parcel of property, identified by the Clark County,
14 Nevada, County Assessor's parcel number as Parcel 137-34-714-003, and is situate
15 within the District, has been divided after the special assessments were levied and
16 divided into installments, and not all of those installments have been collected or
17 apportioned among other lots and parcels that may have been created out of said Parcel
18 after the assessments were levied; and

19 WHEREAS, the City Council desires, by this Resolution, to direct the City
20 Treasurer of the City (hereinafter the "City Treasurer") to apportion the uncollected and
21 heretofore unapportioned amounts of the special assessments that have been levied
22 upon the above-described Parcel among the several parts into which said Parcel has
23 been divided;

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1 NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Las
2 Vegas, Nevada, at this regular meeting thereof being held on this 3rd day of December,
3 2003, as follows:

4 SECTION 1. That the City Treasurer be, and he hereby is, authorized,
5 empowered and directed to apportion, on an equitable basis, the uncollected and
6 unapportioned amounts of the special assessments that were, by virtue of the adoption
7 by the City Council of Ordinance No. 5598, levied upon that certain lot or parcel of
8 property that is situate within the District and is identified by the Clark County, Nevada,
9 County Assessor's parcel number as Parcel 137-34-714-003, among the several parts
10 into which said Parcel has been divided.

11 SECTION 2. That the City Treasurer be, and he hereby is, further
12 authorized, empowered and directed to prepare, submit and file with the City Clerk of the
13 City (hereinafter the "City Clerk") a report of the apportionment that is required by Section
14 1 of this Resolution.

15 SECTION 3. That the City Clerk be, and she hereby is, authorized,
16 empowered and directed to furnish a copy of this Resolution to the City Treasurer.

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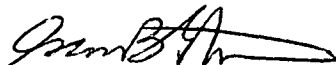
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1 SECTION 4. That all resolutions, or parts thereof, that are in conflict with
2 the provisions of this Resolution be, and they hereby are, repealed.

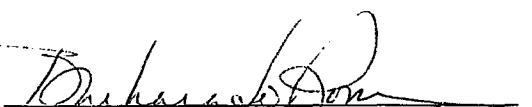
3 PASSED, ADOPTED AND APPROVED this 3rd day of December, 2003.

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6 OSCAR B. GOODMAN, Mayor

7 Approved as to form:

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9 11-20-'03 
10 Date Deputy City Attorney

11 ATTEST:

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14 BARBARA JO RONEMUS, City Clerk
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City of Las Vegas

Agenda Item No.: 58

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 3, 2003

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC

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CONSENT

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DISCUSSION

SUBJECT:

RESOLUTIONS:

R-176-2003 - Approval of a Resolution approving the Fourth Assessment Lien Apportionment Report for Special Improvement District No. 809 - Summerlin Area (Levy Assessments) - Ward 2 (L.B. McDonald)

Fiscal Impact

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division:

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

Acquisition, construction and installation of streets, sanitary sewer, storm sewers, and water main projects. Parcel is located in Escala Unit No. 1.

RECOMMENDATION:

It is recommended that the City Council adopt this Resolution.

BACKUP DOCUMENTATION:

Resolution No. R-176-2003

MOTION:

REESE - APPROVED Items 4-8, 10-27 and 29-60 - UNANIMOUS with GOODMAN abstaining on Item 59 due to a personal relationship with MICHAEL and BEATRICE KATZ, which could effect his judgment, and his ownership of property with their family trust and MACK excused

Item 3: STRICKEN under separate action (see individual item)

Item 9: ABEYANCE to 1/7/2004 under separate action (see individual item)

Item 28: APPROVED under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:49 - 9:54)

1-1292

RESOLUTION NO. R-176-2003

A RESOLUTION RELATING TO CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 809 (SUMMERLIN AREA); APPROVING THE FOURTH ASSESSMENT LIEN APPORTIONMENT REPORT WITH RESPECT TO CERTAIN LOTS AND PARCELS OF PROPERTY WITHIN SAID DISTRICT; AND DIRECTING THE RECORDATION OF SAID REPORT.

WHEREAS, the City Council of the City of Las Vegas (hereinafter the "City Council" and the "City", respectively), in the County of Clark and State of Nevada, has taken the requisite legal action that is preliminary to, and in the creation of, "City of Las Vegas, Nevada, Special Improvement District No. 809 (Summerlin Area)" (hereinafter the "District"), for the purposes of providing for the acquisition, construction and installation of street, road, sanitary sewer, storm sewer/drainage improvements, and water main projects (hereinafter the "Project"), and of defraying the entire cost and expense of the Project, by special assessments, against the assessable lots and parcels of property within the District according to the benefits that would be derived from the Project by the respective lots and parcels that were to be so assessed, all in accordance with the provisions of Chapter 271, et seq., of the Nevada Revised Statutes (hereinafter "NRS") that provide therefor; and

WHEREAS, the City Council, pursuant to NRS 271.425, has directed the City Treasurer of the City (hereinafter the "City Treasurer") to apportion, on an equitable basis, the uncollected and heretofore unapportioned amounts of the special assessments that were levied upon that certain lot or parcel of property situate within the District and identified by the Clark County, Nevada, County Assessor's parcel number as Parcel 137-34-714-003, among the several parts into which said Parcel has been divided, and to

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1 prepare, submit and file with the City Clerk of the City (hereinafter the "City Clerk") a
2 report of such apportionment; and

3 WHEREAS, the City Treasurer, on the 3rd day of December, 2003, filed with the
4 City Clerk a copy of his report of such apportionment that is entitled "Fourth Assessment
5 Lien Apportionment Report for City of Las Vegas, Nevada, Special Improvement District
6 No. 809 (Summerlin Area)"; and

7 WHEREAS, the City Council has reviewed that Report and has found the same, in
8 all respects, to be satisfactory;

9 NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Las
10 Vegas, Nevada, at this regular meeting thereof being held on this 3rd day of December,
11 2003, as follows:

12 SECTION 1. That certain document entitled "Fourth Assessment Lien
13 Apportionment Report for City of Las Vegas, Nevada, Special Improvement District
14 No. 809 (Summerlin Area)", a copy of which is attached as Exhibit "A" hereto, is hereby
15 approved and adopted, as and for the City's plan for the apportionment of the uncollected
16 and heretofore unapportioned amounts of the special assessments that were levied upon
17 that certain lot and parcel of property that is situate within the District and is identified by
18 the Clark County, Nevada, County Assessor's parcel number as Parcel 137-34-714-003,
19 among the several parts into which said Parcel has been divided.

20 SECTION 2. That the City Clerk is hereby authorized, empowered and
21 directed to record in the Office of the County Recorder of Clark County, Nevada, a copy
22 of the above-referenced Report, together with a statement that the current payment
23 status of any of the assessments that are shown thereon may be obtained from the City
24 Treasurer.

APN: 137-34-714-003

City of Las Vegas, Nevada
Special Improvement District No. 809
(Summerlin Area)

FOURTH ASSESSMENT LIEN APPORTIONMENT REPORT
(December 3, 2003)

RETURN TO:

City of Las Vegas
Special Improvement District - 4th Floor
400 Stewart Avenue
Las Vegas, Nevada 89101

FOURTH ASSESSMENT LIEN APPORTIONMENT REPORT

The assessment that has heretofore been levied against that certain parcel of property that is identified by the Clark County, Nevada, County Assessor's parcel number as Parcel 137-34-714-003, in the amount of \$627,098.96, is hereby apportioned among the lots or parcels into which said parcel has been divided, as follows:

LEGAL DESCRIPTION			PER PARCEL ASSESSMENT
APN	BLOCK	LOT	
137-34-716-001	A	1 ¹	\$ 5,916.03
137-34-716-002	A	2 ¹	\$ 5,916.03
137-34-716-003	A	3 ¹	\$ 5,916.03
137-34-716-004	A	4 ¹	\$ 5,916.03
137-34-716-005	A	5 ¹	\$ 5,916.03
137-34-716-006	A	6 ¹	\$ 5,916.03
137-34-716-007	A	7 ¹	\$ 5,916.03
137-34-716-008	A	8 ¹	\$ 5,916.03
137-34-716-009	A	9 ¹	\$ 5,916.03
137-34-716-010	A	10 ¹	\$ 5,916.03
137-34-716-011	A	11 ¹	\$ 5,916.03
137-34-716-012	A	12 ¹	\$ 5,916.03
137-34-716-013	A	13 ¹	\$ 5,916.03
137-34-716-014	A	14 ¹	\$ 5,916.03
137-34-716-015	A	15 ¹	\$ 5,916.03
137-34-716-016	A	16 ¹	\$ 5,916.03
137-34-716-017	A	17 ¹	\$ 5,916.03
137-34-716-018	A	18 ¹	\$ 5,916.03
137-34-716-019	A	19 ¹	\$ 5,916.03
137-34-716-020	A	20 ¹	\$ 5,916.03
137-34-716-060	A	50 ¹	\$ 5,916.03
137-34-716-059	A	51 ¹	\$ 5,916.03
137-34-716-058	A	52 ¹	\$ 5,916.03
137-34-716-057	A	53 ¹	\$ 5,916.03
137-34-716-056	A	54 ¹	\$ 5,916.03
137-34-716-055	A	55 ¹	\$ 5,916.03
137-34-716-054	A	56 ¹	\$ 5,916.03

LEGAL DESCRIPTION			PER PARCEL
APN	BLOCK	LOT	ASSESSMENT
137-34-716-053	B	57 ¹	\$ 5,916.03
137-34-716-052	B	58 ¹	\$ 5,916.03
137-34-716-051	B	59 ¹	\$ 5,916.03
137-34-716-050	B	60 ¹	\$ 5,916.03
137-34-716-049	B	61 ¹	\$ 5,916.03
137-34-716-048	B	62 ¹	\$ 5,916.03
137-34-716-047	B	63 ¹	\$ 5,916.03
137-34-716-046	B	64 ¹	\$ 5,916.03
137-34-716-045	B	65 ¹	\$ 5,916.03
137-34-716-044	B	66 ¹	\$ 5,916.03
137-34-716-043	B	67 ¹	\$ 5,916.03
137-34-716-042	B	68 ¹	\$ 5,916.03
137-34-716-041	B	69 ¹	\$ 5,916.03
137-34-716-040	B	70 ¹	\$ 5,916.03
137-34-716-039	B	71 ¹	\$ 5,916.03
137-34-716-038	B	72 ¹	\$ 5,916.03
137-34-716-037	B	73 ¹	\$ 5,916.03
137-34-716-036	B	74 ¹	\$ 5,916.03
137-34-716-035	B	75 ¹	\$ 5,916.03
137-34-716-034	B	76 ¹	\$ 5,916.03
137-34-716-033	B	77 ¹	\$ 5,916.03
137-34-716-032	B	78 ¹	\$ 5,916.03
137-34-716-031	B	79 ¹	\$ 5,916.03
137-34-716-030	C	80 ¹	\$ 5,916.03
137-34-716-021	C	98 ¹	\$ 5,916.03
137-34-716-022	C	99 ¹	\$ 5,916.03
137-34-716-023	C	100 ¹	\$ 5,916.03
137-34-716-024	C	101 ¹	\$ 5,916.03
137-34-716-025	C	102 ¹	\$ 5,916.03
137-34-716-026	C	103 ¹	\$ 5,916.03
137-34-716-027	C	104 ¹	\$ 5,916.03
137-34-716-028	C	105 ¹	\$ 5,916.03
137-34-716-029	C	106 ¹	\$ 5,916.03
SUB-TOTAL			\$ 354,961.80
137-34-714-007	REMAINDER PARCEL ²		\$ 272,137.16
TOTAL			\$ 627,098.96

¹ of Escala Unit No. 1 as recorded in Book 112 of Plats, Page 98 in the Office of the County Recorder, Clark County, Nevada

² Being all of Lot 7, Block B of Summerlin Village 23A Unit No. 1 recorded in Book 108 of Plats, Page 29 in the Office of the County Recorder, Clark County, Nevada, excepting therefrom the following described parcels:

All of Escala Unit No. 1 as recorded in Book 112 of Plats at Page 98 in the Office of the County Recorder, Clark County, Nevada

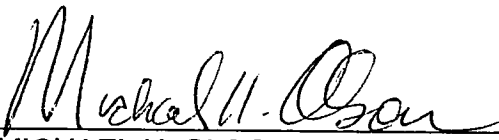
DATED this 3rd day of December 2003.

I concur with the apportionments as stated above.



DON BOETTCHER, Vice President of Land Acquisitions
PN II, Inc., A Nevada Corporation
d/b/a Pulte Homes of Nevada

Respectfully submitted,



MICHAEL K. OLSON, City Treasurer

THE CURRENT PAYMENT STATUS OF ANY OF THE FOREGOING ASSESSMENTS MAY BE OBTAINED FROM THE OFFICE OF THE CITY TREASURER OF LAS VEGAS, NEVADA.

City of Las Vegas

Agenda Item No.: 59

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: DECEMBER 3, 2003****DEPARTMENT: PUBLIC WORKS****DIRECTOR: RICHARD D. GOECKE**☒**CONSENT**☐**DISCUSSION****SUBJECT:****REPORT FROM REAL ESTATE COMMITTEE - Councilman Weekly and Councilwoman Moncrief**

Approval of an Agreement for the Purchase and Sale of Real Property between Michael and Beatrice Katz Family Trust Bypass Trust and the City of Las Vegas for real property and vacant land located at 314 North Las Vegas Boulevard and 300 North 6th Street, APNs 139-34-512-004, 139-34-512-012 and 139-34-512-014 for \$1,726,000 (City Facilities Capital Project Fund) - Ward 5 (Weekly)

Fiscal Impact☐**No Impact****Amount: \$1,726,000**☒**Budget Funds Available****Dept./Division: Public Works/Real Estate**☐**Augmentation Required****Funding Source: City Facilities CPF Fund****PURPOSE/BACKGROUND:**

Since 1994, the City has had a Lease Agreement with Manpower, Inc. for office space. The City now wishes to purchase the 6,400 square foot commercial building and vacant land consisting of approximately .16 and .16 acres. The City will relocate all Manpower's office equipment and machinery.

COMMENDATION:

12/1/2003 Real Estate Committee and staff recommend approval

BACKUP DOCUMENTATION:

Agreement for the Purchase and Sale of Real Property

MOTION:

REESE - APPROVED Items 4-8, 10-27 and 29-60 - **UNANIMOUS** with **GOODMAN** abstaining on Item 59 due to a personal relationship with **MICHAEL** and **BEATRICE KATZ**, which could effect his judgment, and his ownership of property with their family trust and **MACK** excused

Item 3:**STRICKEN** under separate action (see individual item)**Item 9:****ABEYANCE** to 1/7/2004 under separate action (see individual item)**Item 28:****APPROVED** under separate action (see individual item)

City of Las Vegas

Agenda Item No.: 59

CITY COUNCIL MEETING OF DECEMBER 3, 2003

Consent – Real Estate Committee

Item 59 - Approval of an Agreement for the Purchase and Sale of Real Property between Michael and Beatrice Katz Family Trust Bypass Trust and the City of Las Vegas for real property and vacant land located at 314 North Las Vegas Boulevard and 300 North 6th Street, APNs 139-34-512-004, 139-34-512-012 and 139-34-512-014 for \$1,726,000 (City Facilities Capital Project Fund) - Ward 5 (Weekly)

MINUTES:

COUNCILMAN WEEKLY expressed his sympathy to Las Vegas High School for the loss of one of their football players. He then requested his PAL Intern, NATASHA GOMEZ, read the report statement from the Real Estate Committee. MS. GOMEZ read that the Real Estate Committee met, reviewed all of the items on the Real Estate Consent Agenda and joins with the recommendation of staff that each item be approved by the City Council.

There was no further related discussion.

(9:49 – 9:54)

1-1292

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is made between **MICHAEL AND BEATRICE KATZ FAMILY TRUST BYPASS TRUST** ("Seller"), and the **CITY OF LAS VEGAS** ("Purchaser"), a municipal corporation of the State of Nevada.

In consideration of the mutual covenants and representations herein contained, Seller and Purchaser agree as follows:

1.

PURCHASE AND SALE

1.1 Purchase and Sale. Subject to the terms and conditions of this Agreement, Seller hereby agrees to sell and convey to Purchaser, and Purchaser hereby agrees to purchase from Seller, the properties commonly known as Assessor's Parcel Nos. 139-34-512-004, 139-34-512-012 and 139-34-512-014 as shown on the site maps attached hereto as Exhibits A and B (herein called the "Properties"):

2.

PURCHASE PRICE

2.1 Purchase Price. The purchase price (the "Purchase Price") for the Properties shall be ONE MILLION, SEVEN HUNDRED TWENTY-SIX THOUSAND DOLLARS (\$1,726,000.00) cash, and shall be paid by Purchaser to Seller at the Closing (as defined in Section 5.1), subject to the terms of this Agreement.

3.

CONDITIONS TO CLOSING

3.1 Evidence of Title.

(a) Title Commitment. Purchaser shall receive, as soon as Escrow Agent can provide, a commitment for Title Insurance on the Property for an ALTA Owner's Title Policy, and legible copies of any leases, restrictive covenants, easements and other items listed as title exceptions therein. Seller shall disclose and provide to Escrow Agent and to Buyer, any and all information and documents related to any leases of the Properties and the current financial accounting for such leases.

(b) Title Exceptions. Thereafter, Purchaser shall have thirty (30) calendar days within which to approve or disapprove all title exceptions, including the information reflected therein. If Purchaser declines the purchase, the parties agree to cancel escrow immediately. If Purchaser fails to disapprove of any such item by written notice to Seller and Escrow Agent within the 30-day period, Purchaser shall be deemed to have approved such item. The title exceptions listed in the Commitment for Title Insurance, which Purchaser approves or is deemed to approve pursuant to this Section 3.1, are hereinafter called the "Permitted Exceptions."

3.2 Inspection. Purchaser may inspect the Property at any reasonable time during business hours during the above referenced 30-day period. If such inspection reveals any fact or condition unacceptable to Purchaser, Purchaser shall notify Seller and Escrow Agent of such unacceptable fact or condition and may terminate this Agreement. In the event Purchaser does not give such notification, the said inspection of the Property shall be deemed satisfactory to Purchaser and Purchaser shall Purchase the Property in its "as is" physical condition. Purchaser shall be liable for all damage or injury to person or property resulting from any such inspection occasioned by the acts of Purchaser, its employees, agents or representatives, and Purchaser shall indemnify and hold harmless Seller from any liability resulting therefrom. This indemnification by Purchaser shall survive the Closing or the termination of this Agreement, as applicable.

3.3 Expedited Approval And Closing. Purchaser may notify Escrow Agent and Seller of its approval of the Permitted Exceptions and approval of the Property in its "as is" condition prior to the expiration of the 30-day period referenced above, and in such event, Closing shall proceed as soon as Escrow Agent can accomplish the Closing.

3.4 Termination. If this Agreement is terminated pursuant to Section 3.1 or 3.2 above, the Purchaser shall pay the Escrow Agent's cancellation fees and charges, and neither party shall have any further obligations under this Agreement.

4.

REPRESENTATIONS OR WARRANTIES

4.1 EXCEPT AS SET FORTH BELOW, PURCHASER ACKNOWLEDGES AND AGREES THAT SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO: (A) THE VALUE, NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY; (B) THE INCOME TO BE DERIVED FROM THE PROPERTY; (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH PURCHASER OR ANYONE ELSE MAY CONDUCT THEREON; (D) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY (E) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY; (F) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY; (G) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY; OR (H) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY, AND SPECIFICALLY, THAT SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, HAZARDOUS MATERIALS, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDER OR EQUIPMENTS, INCLUDING SOLID WASTE, AS DEFINED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., PART 261, OR THE DISPOSAL OR EXISTENCE, IN OR ON THE PROPERTY, OF ANY HAZARDOUS SUBSTANCE AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED, AND REGULATIONS PROMULGATED THEREUNDER. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT, HAVING BEEN GIVEN THE OPPORTUNITY TO

INSPECT THE PROPERTY, PURCHASER IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY SELLER. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR WHICH MIGHT BE PROVIDED WITH RESPECT TO THE PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT SELLER HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION AND MAKES NO REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. SELLER IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY, OR THE OPERATION THEREOF, FURNISHED BY ANY REAL ESTATE BROKER, AGENT, EMPLOYEE, SERVANT OR OTHER PERSON. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SALE OF THE PROPERTY AS PROVIDED FOR HEREIN IS MADE ON AN "AS-IS", "WHERE-IS" CONDITION AND BASIS WITH ALL FAULTS. IT IS UNDERSTOOD AND AGREED THAT THE PURCHASE PRICE HAS BEEN ADJUSTED BY PRIOR NEGOTIATION TO REFLECT THAT THE PROPERTY IS SOLD BY SELLER AND PURCHASED BY PURCHASER SUBJECT TO THE FOREGOING. THE PROVISIONS OF THIS ARTICLE 5 SHALL BE DEEMED TO SURVIVE THE CLOSING.

4.2 Representations and Covenants of Seller. Seller represents, warrants and covenants to Purchaser as follows:

(a) To the best of Seller's knowledge (which shall be defined as the actual knowledge of Beatrice Katz—the "Principal" of Seller), Seller is a trust, duly organized and validly existing and is in good standing under the laws of the State of Nevada, and has the authority to own and convey the Property and to enter into and comply with this Agreement.

(b) To the best of Seller's knowledge, this Agreement and all documents executed by Seller which are to be delivered to Purchaser at the Closing are and at the Closing will be, provided Purchaser has duly executed those documents requiring Purchaser's signature, legal, valid, and binding obligations of Seller, and do not and at the time of Closing will not violate any provisions of any agreement or judicial order to which Seller is a party or to which Seller or the Property is subject.

(c) To the best of Seller's knowledge, there are no attachments, executions, assignments for the benefit of creditors, or voluntary or involuntary proceedings in bankruptcy pending against or contemplated by Seller or the Principals of Seller.

(d) To the best of Seller's knowledge, Seller has not granted to any person, firm or corporation or other entity other than Purchaser, any right or option to acquire the Property or any part thereof that has not heretofore terminated.

(e) To the best of Seller's knowledge Seller has no actual, current knowledge of any presence, use, generation, storage or disposal of any hazardous or toxic substances, wastes or pollutants on or under the Property, or of any underground storage tanks located on the Property.

(f) To the best of Seller's knowledge, the party or parties executing this Agreement on behalf of Seller have been duly authorized and are empowered to bind Seller to this Agreement, and all consents which are required for Seller's execution and delivery of this Agreement have been obtained by Seller.

(g) To the best of Seller's knowledge, prior to Closing, Seller covenants to take no action to cause any of Seller's representations and warranties in this Section 4.2 to become untrue.

(h) Seller warrants that Beatrice Katz, trustee of Seller Trust is the sole Principal of Seller involved in this Agreement and that no other persons or entities have any financial interest of Seller herein.

4.4 Survival. The provisions of this Article 4 shall be deemed to survive the Closing.

5. CLOSING

5.1 Closing. The closing ("Closing") shall be held at United Title of Nevada, Inc. through Tina Lucero (the "Escrow Agent"), on or before December 31, 2003, (the "Closing Date"), unless the parties mutually agree upon another place or date. In the event Purchaser notifies Escrow Agent of its approval of the Permitted Exceptions and of the "as is" condition of the Property prior to the expiration of the 30-day inspection period, Escrow Agent shall close escrow as soon as Closing can be accomplished. A copy of this Agreement shall be provided by Purchaser to the Escrow Agent and shall constitute the escrow instructions to close the transaction as soon as all matters necessary to close escrow under the terms of this Agreement have been fulfilled. The parties shall execute any additional escrow instructions deemed necessary by the Escrow Agent. The City's Manager of the Real Estate & Assets Management Division, David Roark, or his written designee, shall have the authority to execute all documents necessary to close escrow, extend escrow, or amend or terminate this Agreement. The deed shall be in a form acceptable to the Purchaser. The parties shall execute all documents and provide the payments necessary to close escrow in a timely manner. Escrow Agent shall provide the policy of Title Insurance requested by Purchaser to the Purchaser at Close of Escrow. Escrow Agent shall record the deed to convey the Property to Purchaser and shall deliver any funds due Seller under the terms of this Agreement at Closing.

5.2 Seller's Obligations at Closing. By Closing, Seller shall deliver to Escrow Agent the following documents:

(a) Deed. Grant, Bargain and Sale Deed (the "Deed") prepared by Escrow Agent and executed by Seller conveying the Properties to Purchaser subject only to the Permitted Exceptions;

(b) Evidence of Authority. Copy of Seller's resolutions or other documents required by Escrow Agent, certified by Seller as true and complete, as of the Closing Date, so as to evidence the authority of the persons signing the Deed and other documents to be executed by Seller at Closing and the power and authority of Seller to convey the Property to Purchaser in accordance with this Agreement;

(c) Foreign Person. An affidavit of Seller certifying that Seller is not a "foreign person" as defined in the federal Foreign Investment in Real Property Tax Act of 1980;

(d) Any other documents deemed necessary by the Escrow Agent for the Closing.

5.3 Purchaser's Obligations at Closing. By Closing, Purchaser shall deliver to Escrow Agent the following:

(a) Purchase Price. The Purchase Price by cashier's check or wire transfer of immediately available funds prior to the Closing Date, or such earlier time as may be required by Escrow Agent; and;

(b) Any other documents deemed necessary by the Escrow Agent for the Closing.

5.4 Proration. All real estate taxes and other assessments with respect to the Properties shall be prorated to the Closing Date. Any such sums due from Seller shall be deducted from the Purchase Price due Seller under Section 2 above, and paid by Escrow Agent. This paragraph shall survive the Closing.

5.5 Possession; Tenant's Moving Expenses. Possession of the Property shall be delivered to Purchaser at Closing free of all tenants except for the current ManPower Inc. of Southern Nevada tenant ("ManPower"), and subject only to the Permitted Exceptions. The Purchaser shall enter into a separate lease agreement with Manpower to permit ManPower to stay in the building, free of rent until November 1, 2004. Pursuant thereto, Manpower will be required to be responsible for all utilities as long as Manpower occupies the building. The Purchaser will be responsible for paying Manpower's moving expenses, such obligation to be set forth in the separate agreement between the Purchaser and ManPower to determine which items of office equipment will be moved at Purchaser's expense, and other provisions related thereto.

5.6 Closing Costs. Except as otherwise expressly provided herein, Purchaser shall pay, on the Closing Date, the title insurance premium for an ALTA Owner's Policy or other type of policy requested by Purchaser. All other regular escrow fees shall be divided and paid for by the parties in accordance with the usual practices in Clark County, Nevada. Each party shall pay its own attorneys' fees, if any. Seller and Purchaser warrant that no real estate broker or agent has been involved in this transaction which will require payment through this escrow, and in the event any other broker or agent asserts any claim for fees in this matter, Seller and Purchaser shall hold each other harmless from any such claim pursuant to Section 9.2 herein, and Escrow Agent is authorized to withhold the amount of any such claim from the Purchase Price pending a final resolution thereof, and proceed with the Closing.

6.

DEFAULT

6.1 Breach by Seller. If Seller breaches this Agreement, Purchaser may terminate or rescind this Agreement in its sole and exclusive discretion, or may pursue any other legal remedies at law or equity, including specific performance.

6.2 Breach by Purchaser. If Purchaser breaches this Agreement, Seller shall be entitled to terminate or rescind the Agreement in its sole discretion, and in addition to any other remedies available at law or equity, the Agreement may be specifically enforced by Seller.

7.

FUTURE USE

From the date of this Agreement until the Closing or earlier termination of this Agreement:

(a) Maintenance, Litigation. Seller (i) will keep and maintain the Property in its condition as of the date of this Agreement (reasonable wear and tear excepted), and (ii) will use its best effort promptly to advise Purchaser of any matters directly affecting the Property arising after the date of this Agreement.

(b) Contracts. Seller will not, without the prior written consent of Purchaser, modify, enter into, or renew any contract or other action affecting the Property which cannot be cancelled upon Closing.

8.

MISCELLANEOUS

8.1 Notice. Whenever this Agreement requires or permits any delivery, consent, approval, notice, request, or demand from one party to the other (collectively "Notice"), such Notice must be in writing to be effective and shall be effective on the date of actual receipt of such Notice by the addressee or when the attempted initial delivery is refused or when it cannot be made because of a change of address of which the sending party has not been notified. The following shall, without limitation, be prima facie evidence of actual receipt of Notice by the addressee: (a) if mailed, by a United States certified mail return receipt, signed by the addressee or the addressee's agent; (b) if by telegram, by a telegram receipt signed by the addressee or the addressee's agent; or (c) if hand-delivered, by a delivery receipt, signed by the addressee or the addressee's agent. The parties' respective addresses for delivery of any Notice are set forth below unless another address is designated in writing by any party to the other.

IF TO PURCHASER: City of Las Vegas
c/o Real Estate & Asset Mgmt. Division
400 Stewart Avenue
Las Vegas, Nevada 89101
Attention: David Roark

WITH COPIES TO: City of Las Vegas
400 Stewart Avenue
Las Vegas, NV 89101-2986
Attention: City Manager
And
City Attorney's Office
400 Stewart Avenue
Las Vegas, Nevada 89101-2986
Attention: City Attorney

IF TO SELLER: Michael And Beatrice Katz Family Trust Bypass Trust
c/o ManPower Inc. of Southern Nevada
Attn: Andy Katz
8170 West Sahara
Las Vegas, NV 89117
(702) 386-2627 phone
(702) 807-0306 fax

8.2 Real Estate Commissions. Other than the Purchaser's relationship with Priority One Commercial, which is governed by agreements outside of the Agreement and escrow, neither Seller nor Purchaser has contacted any real estate broker, finder or similar person in connection with the transaction contemplated hereby, and to the actual knowledge of Seller and Purchaser, no Acquisition Fees (as hereafter defined) have been paid or are due and owing to any person or entity. As used herein, "Acquisition Fees" shall mean all fees paid to any person or entity in connection with the selection and purchase of the Property, including real estate commissions, selection fees, and non-recurring management and start-up fees, development fees or any other fee of similar nature. Seller and Purchaser each hereby agree to indemnify and hold harmless the other from and against any and all claims for Acquisition Fees or similar charges with respect to this transaction arising by, through or under the indemnifying party and each further agree to indemnify and hold harmless the other from any loss or damage resulting from an inaccuracy in the representations contained in this Section 8.2. This indemnification agreement of the parties shall survive the Closing.

8.3 Entire Agreement. This Agreement embodies the entire agreement between the parties relative to the subject matter hereof, and there are no oral or written agreements between the parties or any representations made by either party relative to the subject matter hereof which are not expressly set forth herein.

8.4 Amendment. Only a written instrument executed by the parties hereto may amend this Agreement.

8.5 Headings. The captions and headings used in this Agreement are for convenience only and do not in any way limit, amplify, or otherwise modify the provisions of this Agreement.

8.6 Time of Essence. Time is of the essence of this Agreement. However, if the final date of any period which is not set out in any provision of this Agreement falls on a Saturday, Sunday or legal holiday under the law of the United States or the State of Nevada, then in such event, the time of such period shall be extended to the next day which is not a Saturday, Sunday or legal holiday.

8.7 Governing Law. The laws of the State of Nevada and the applicable federal laws of the United States shall govern this Agreement.

8.8 Successors and Assigns. This Agreement shall bind and inure to the benefit of Seller and Purchaser and their respective heirs, executors, administrators, personal and legal representatives, successors and assigns. Seller shall not assign any of its rights or obligations under this Agreement without the prior written consent of Purchaser.

8.9 Invalid Provision. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provisions had never comprised a part of this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement.

8.10 Attorneys' Fees. In the event it becomes necessary for either party hereto to file suit to enforce this Agreement or any provision contained herein, the party prevailing in such suit shall be entitled to

recover, in addition to all other remedies or damages as herein provided, reasonable attorneys' fees incurred in such suit, including, if applicable, the allocated cost of in-house counsel.

8.11 Multiple Counterparts. This Agreement may be executed in a number of identical counterparts, each of which for all purposes is deemed an original, and all of which constitute collectively one (1) agreement.

8.12 Date of This Agreement. As used in this Agreement, the terms "Effective Date", "date of this Agreement", or "date hereof" shall mean and refer to the date this Agreement, following the execution by the Seller, is executed by the Purchaser.

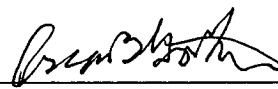
8.13 Exhibits. The following exhibits are attached to this Agreement and are incorporated into this Agreement and made a part hereof:

- (a) Exhibits A and B, site maps of the Properties.

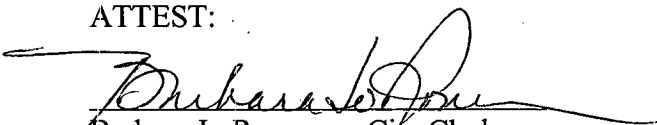
PURCHASER:
CITY OF LAS VEGAS

DATE OF EXECUTION (PURCHASER):

12/3/2003

By: 
Name: Oscar B. Goodman
Title: Mayor

ATTEST:


Barbara Jo Ronemus, City Clerk

Approved as to form

 11-21-03
Deputy City Attorney Date

SELLER:
MICHAEL AND BEATRICE KATZ FAMILY
TRUST BYPASS TRUST

DATE OF EXECUTION (SELLER):

12/2/03

By: 
Name: Beatrice Katz, Trustee

EXHIBIT "A"



Site Map

Legend

-  Street Centerline
-  Building Footprints
-  City of Las Vegas
-  Parcels
-  Manpower, Inc. Sites

Real Estate & Asset Mgmnt



11/07/2003

EXHIBIT "B"

LEGAL DESCRIPTION

ASSESSOR'S PARCELS - CLARK CO., NV.

M. W. Schotfield, Assessor

139-34-5

N 2 NE 4

34

1205 R01E

Parcel Number: 202

Parcel Surveyed Number: 202

Block Number: 5

Lot Number: 1

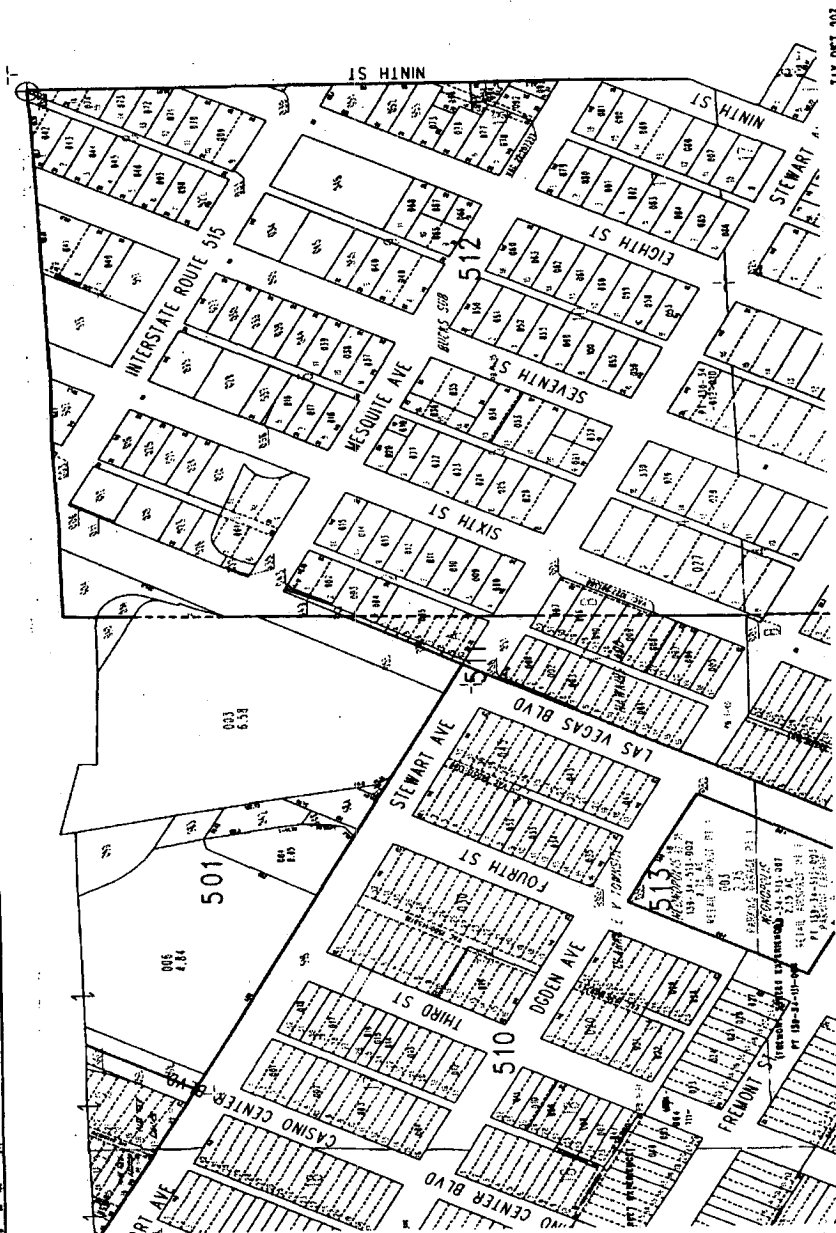
Match Line / Legend Line

Map Legend

Notes

This map is for assessment use only and does not represent a survey. The liability is assumed for the accuracy of the data obtained from the field measurement taken in the Assessor's Office. This map is compiled from official records, including surveys and deeds, but only contains the information required for assessment. See the recorded documents for more detailed legal information.

USE THIS SCALE (1" = 100') WHEN MAP REDUCED FROM FULL ORIGINAL



City of Las Vegas

Agenda Item No.: 60

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 3, 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 Community College of Southern Nevada for use of a portion of land located at the Northeast and Northwest corners of Elkhorn Road and Durango Drive, APN 125-17-801-001 - Ward 6 (Mack)

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

Staff received an unsolicited letter of proposal from the Community College of Southern Nevada on 10/29/03 expressing their desire to enter into a Memorandum of Understanding to develop the Community College of Southern Nevada Town Center campus. The campus will serve as a full-service community college and nursing school.

RECOMMENDATION:

The 12/1/2003 Real Estate Committee and staff recommend approval

BACKUP DOCUMENTATION:

1. Letter from the Community College of Southern Nevada dated 10/29/03
2. Site Map

MOTION:

REESE – APPROVED Items 4-8, 10-27 and 29-60 - UNANIMOUS with GOODMAN abstaining on Item 59 due to a personal relationship with MICHAEL and BEATRICE KATZ, which could effect his judgment, and his ownership of property with their family trust and MACK excused

Item 3: STRICKEN under separate action (see individual item)

Item 9: ABEYANCE to 1/7/2004 under separate action (see individual item)

Item 28: APPROVED under separate action (see individual item)

*City of Las Vegas***Agenda Item No.: 60****CITY COUNCIL MEETING OF DECEMBER 3, 2003****Consent – Real Estate Committee**

Item 60 - Approval authorizing staff to enter into negotiations with the Community College of Southern Nevada for use of a portion of land located at the Northeast and Northwest corners of Elkhorn Road and Durango Drive, APN 125-17-801-001 - Ward 6 (Mack)

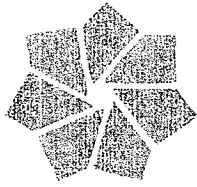
MINUTES:

COUNCILMAN WEEKLY expressed his sympathy to Las Vegas High School for the loss of one of their football players. He then requested his PAL Intern, NATASHA GOMEZ, read the report statement from the Real Estate Committee. MS. GOMEZ read that the Real Estate Committee met, reviewed all of the items on the Real Estate Consent Agenda and joins with the recommendation of staff that each item be approved by the City Council.

There was no further related discussion.

(9:49 – 9:54)

1-1292



**COMMUNITY
COLLEGE OF
SOUTHERN
NEVADA**

SITE PLANNING & CONSTRUCTION MANAGEMENT

WEST CHARLESTON CAMPUS

6375 W CHARLESTON AVENUE - W4D

LAS VEGAS, NEVADA 89146-1164

PHONE (702) 651-7400 -- FAX (702) 651-7471

October 29, 2003

Mr. David Roark
Real Estate and Asset Manager
City of Las Vegas
400 Stewart Avenue, 4th Floor
Las Vegas, NV 89101-2986

RE: Memorandum of Understanding
Community College of Southern Nevada, Centennial Hills Campus

2003 OCT 30 A 10:54

CITY OF LAS VEGAS
PUBLIC WORKS
REAL ESTATE

Dear Mr. Roark:

The Community College of Southern Nevada respectfully requests to enter into a Memorandum of Understanding for a public project, the Community College of Southern Nevada Centennial Hills Campus, to be located on 60 acres of City of Las Vegas property at the Northeast and Northwest corners of Elkhorn Road and Durango Drive, in the Centennial Hills area of Las Vegas.

As you know, the Community College of Southern Nevada is the fastest growing post-secondary institution in Nevada, currently serving a student population of over 30,000. CCSN intends to develop the Centennial Hills campus as a full-service community college, to include in its initial phase a nursing school, as well as class offerings relevant to the fast growing Northwest Las Vegas community.

Master planning will commence immediately upon completion of a Memorandum of Understanding, including design for necessary on-site infrastructure and the initial nursing school facility. We would expect construction to begin on campus facilities within 18 months.

We would like to be placed on the December 3rd City Council agenda to begin the Memorandum of Understanding process, and hope to be completed within the following 30 days to accommodate our timeline.

Sincerely,

Bob Gilbert
Director, Site Planning and Construction Management



Site Map

Legend

- Street Centerline
- Leased
- Applied
- USA

Real Estate & Asset Mgmnt



11/10/2003

City of Las Vegas

Agenda Item No.: 61

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 3, 2003

DEPARTMENT: ADMINISTRATIVE SERVICES**DIRECTOR: CHRISTOPHER KNIGHT** ☐ **CONSENT** ☒ **DISCUSSION****SUBJECT:**Report on the outcome of federal issues at the 108th Congress**Fiscal Impact**☒**No Impact****Amount:**☐**Budget Funds Available****Dept./Division:**☐**Augmentation Required****Funding Source:****PURPOSE/BACKGROUND:**

Our Federal Lobbyist, Vicki Cram of Ball Janik, will present an updated report on federal issues regarding the City of Las Vegas from the 108th Congress.

RECOMMENDATION:

Report only, no action required.

BACKUP DOCUMENTATION:

None

MOTION:

None required.

MINUTES:

CHRISTOPHER KNIGHT, Director of Administrative Services, outlined the process of reviewing federal contracts. Item 25 involved approval of a contract with Ball Janik for general lobbying in Washington.

VICKI CRAM, Ball Janik, gave an overview of the priorities for this year and updated status for those priorities. The City identified seven FY2004 appropriations priorities. Congress has yet to complete the appropriation process. In fact, 7 of the 13 appropriation bills were folded into an omnibus measure just before Thanksgiving. The White House was very active in the final product, particularly with policy riders. While it is anticipated that the House of Representatives will adopt the measure when it returns to session December 8, it is uncertain what action the Senate will take. Based on member dissatisfaction, the majority leader has announced there will be no roll call votes when the Senate resumes session December 9. It is unlikely the \$820,000,000,000 measure will pass without such a vote. Congress adopted a continuing resolution to keep federal agencies operating through January 2004. No one knows what the final amounts will be, but it appears federal funds will be coming to the City in the amount of \$385,000 for the Post Office Museum, \$500,000 for pedestrian connections at 61-acres and Downtown inter-modal transportation terminal, \$750,000 for City-run clean-fuel



Agenda Item No.: 61

CITY COUNCIL MEETING OF DECEMBER 3, 2003

Administrative Services

Item 61 – Report on the outcome of federal issues at the 108th Congress**MINUTES - Continued:**

buses, \$400,000 for public safety radio upgrades and \$500,000 for Detention facility computer upgrades. She explained that the federal delegation worked extraordinarily hard to bring these federal dollars back to the City. The funds for the radio upgrade will compliment the \$9.5 million grant that the City recently received from the Department of Justice.

MS. CRAM indicated that another area of concern has been the Urban Area Security Initiative. The designation made by the Department of Homeland Security was based on a formula calculating critical infrastructure, population density and other factors. Two previous rounds of this funding neglected Southern Nevada. The delegation worked closely with the administration of HOMELAND SECURITY SECRETARY TOM RIDGE to ensure Las Vegas' inclusion in the 2004 round of funding. January 18, 2003, the announcement was made of the designation and \$10.5 million in funding for Las Vegas.

Local and state groups nationwide are proposing a two-year extension of the internet tax moratorium which expired in October. The act, consistent with Congressional intent, would keep basic internet access tax-free. Government entities would not lose existing telecommunication revenues. S-150 pending in Congress would make many services currently taxed off-limits. It is anticipated that in the future many technologies will migrate to the internet. The extension allows for assessment of the trend and crafting of sensible rules. Consideration of S-150 is expected in January. Proponents are trying to negotiate a compromise. The majority leader recently suggested a 9-month extension as a temporary solution. She will keep the City informed as this will have a \$10 million annual impact on the City.

The concern with direct homeland security funding for first responders to local government entities will remain an issue. Currently the funding goes to the State to administer to local governments. The US Conference of Mayors and National League of Cities advocate the funds go directly to cities based on a population formula.

The reauthorization of the Transportation Equity Act has been moved to next year. This authorizes highway and transportation programs. The standoff is between the authorizing committees and the tax-writing committees. Authorizers would like funding increased through either a gas-tax increase, indexing that tax for inflation or bonding mechanisms. The other committees are adamantly opposed. The administration released its own program, Safe-T, but opposes increasing funding levels. The Senate bill leaves blanks in the funding formula and contains environmental streamlining provisions. The House bill identifies possible funding for each State under a tax increase and would increase the minimum guaranteed return for each State for its contribution to the Highway Trust Fund from 90.5% to 95% by 2009. This battle is scheduled to begin early in the year and will probably require another extension of current law that expires February 29.

CITY COUNCIL MEETING OF DECEMBER 3, 2003

Administrative Services

Item 61 – Report on the outcome of federal issues at the 108th Congress

MINUTES - Continued:

MS. CRAM noted the hard work of SENATORS REID and ENSIGN and REPRESENTATIVES BERKLEY, PORTER and GIBBONS and their staffs. The delegation has been extremely responsive to the cities' issues and priorities. Nevada is fortunate to have these elected officials in Congress.

COUNCILWOMAN McDONALD thanked MS. CRAM for the information and thorough communication regarding the pending issues and status. Ball Janik always performs above and beyond in their service. COUNCILMAN WEEKLY concurred and added his thanks to KAMI DEMPSEY for the guidance she and MS. CRAM provided in a recent meeting. The federal funds sought are essential for creative programs, especially with educational programs.

COUNCILMAN BROWN thanked MS. CRAM for a great job. He pointed out that S-150 will hit municipalities and counties across the country. Congress and the courts have spoken on the inability to tax internet services. This extension will maintain the status quo while technology advances. He confirmed with MS. CRAM that the cable and telecommunication industries are trying to place their services under the internet umbrella to exempt themselves from franchise fees. That could be a \$13 to \$14 million impact to Las Vegas. He encouraged CITY MANAGER SELBY to start the dialogue internally and with local companies regarding this issue. There has been an important partnership that contributed to community growth. The local companies need to understand the impact on local infrastructure.

MAYOR GOODMAN stated that his briefing was very meaningful. He has serious concerns on the City's economic well-being given its greatest source of competition, Indian gaming. S-1526 has been proposed which would give tribal governments the same authority to issue tax-exempt bonds. The exclusion would be for bonds used to finance buildings for gaming. He directed that the lobbyist team closely watch that bill. Indian gaming has benefits the private sector cannot offer.

There was no further discussion.

(9:54 – 10:09)

1-1457

City of Las Vegas

Agenda Item No.: 62

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: DECEMBER 3, 2003

DEPARTMENT: ADMINISTRATIVE SERVICES

DIRECTOR: CHRISTOPHER KNIGHT ☐ **CONSENT** ☒ **DISCUSSION**

SUBJECT:

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 Nevada Divisions of State Parks and State Lands have been directed by Governor Guinn and authorized by Nevada State Senate Bill 444 and Assembly Bill 287 to enter into negotiations with the City of Las Vegas regarding the transfer of Floyd Lamb State Park. Both bills contain very specific guidelines regarding the possible transfer of Floyd Lamb State Park to the City of Las Vegas, if the City desires such a transfer. The State is prepared to enter into negotiations with the City of Las Vegas regarding the potential transfer and future management of Floyd Lamb State Park, and hopes for a successful conclusion of such a transfer.

Council, at its regular meeting on November 5, 2003, directed staff to meet with the State Division of Lands to "open a dialogue, get some answers and report back in 30 days". Staff met with the State Division of Lands and Parks on Thursday, November 20, 2003. A detailed report of that meeting will be presented during the Council meeting. The agenda memo dated December 3, 2003 includes a position statement by State Parks staff that was the focus of discussions and answers many of the Council's questions.

RECOMMENDATION:

Staff will follow direction of City Council.

BACKUP DOCUMENTATION:

1. Agenda Memo dated December 3, 2003
2. Agenda Memo dated November 5, 2003

MOTION:

REESE – Motion to bring forward and **STRIKE** Item 3 and Hold Items 62, 67, 68, 69 and 70 in **ABEYANCE** to 12/17/2003 and Item 9 to 1/7/2004 – **UNANIMOUS** with **MACK** excused

MINUTES:

There was no discussion.

(9:47 – 9:49)

1-1197

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: DECEMBER 3 2003

DEPARTMENT: ADMINISTRATIVE SERVICES 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.

City Staff met with the staff from the Division of State Lands and State Parks on November 20, 2003. State staff provided a packet of information that included a state of "Nevada Position Statement". The results of the meeting answered questions related to relating to the State owned and BLM owned lands, applicability of state legislation to these lands, use of the lands, impact of Land and Water Conservation Funding on the State owned lands, definition of passive recreation and its applicability, understanding of protection of historic and recreational values and applicability. Details of this meeting will be provided at the December 3, 2003 Council meeting. However, most of the questions are answered in the following Position Statement provided by the State Parks staff.

Position Statement provided to the City by State of Nevada:

The State has done a great deal to improve the park since it was transferred from the City. During the State's administration and operation there has been a consistent effort to improve the maintenance and operation of the park. Several improvement projects are either underway or were recently completed. A multi-user trailhead project has been developed under the sponsorship of the Southern Nevada Regional Trails Program and funded through the Federal Recreation Trails Program. The roofs of many of the buildings have either been repaired or replaced. The protection and improvement of Floyd Lamb has been and will remain of great importance to the division. The annual operation of Floyd Lamb has cost State Parks approximately \$381,000 and the park has collected approximately \$174,000 annually from entrance fees and concession payments.

The State would expect the City to continue to manage the property as a public park and to protect its historic and recreational values as clearly stated in Senate and Assembly legislation. The State would retain ownership of the land required for the Nevada Division of Forestry, and would ask the City to have this land surveyed and parceled out, with an appropriate access easement. The City would also be expected to continue to honor the current lease with the Las Vegas Gun Club. As part of the transfer, State Parks will relinquish its interest in the adjacent Bureau of Land Management (BLM) administered property, currently administered under provisions of the Recreation and Public Purposes Act (R&PP). The City of Las Vegas would be expected to submit an application with the BLM to transfer administration from State Parks to the City and to continue to manage the property as part of Floyd Lamb.

The State further believes that any future plans for development or operation of Floyd Lamb should be based on an open public planning process. Whether operated by the City or State

City of Las Vegas

Parks, groups like the Friends of Floyd Lamb and the Tule Springs Preservation Committee should be allowed to participate in a public process to determine the future of the park. With all of the growth in the City of Las Vegas, especially the growth surrounding Floyd Lamb, efforts should be made to ensure the park meets the needs of its visitors, surrounding community and supporters.

The State also notes that the property is protected by recreational requirements of the Land & Water Conservation (L&WC) Act, Section 6(f)(3). Whether owned or administered by the City or the State, all use, disposition and development must be in full compliance with the L&WC Act, which states:

Property acquired or developed with Land & Water Conservation Fund (L&WCF) assistance shall be retained and used for public outdoor recreation. Any property so acquired or developed shall not be wholly or partly converted to other than public outdoor recreation uses without the approval of the National Park Service (NPS) Regional Director pursuant to Section 6(f)(3) of the L&WCF Act and 36 CFG Part 59. The Director of the National Park Services has the authority to disapprove conversion requests and/or reject proposed property substitutions.

As required under SB 444 (see included bill), any agreed upon negotiations, including a resulting deed of transfer, must ensure the following:

- 1.) The State is not liable for any expense incurred to operate or maintain that real property or any appurtenance or facilities, which are located on that real property. The provisions of this subparagraph do not prohibit the State from making grants to the City of Las Vegas for the operation and maintenance of the real property of any appurtenances or facilities, which are located on the real property.
- 2.) The City of Las Vegas may not change the name of the real property from a name, which includes the name Floyd Lamb unless the Legislature approves the change by statute.
- 3.) The deed from the State of Nevada to the City of Las Vegas 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 of Las Vegas or any successor in title from transferring the property without the consent of the State of Nevada; and
 - d) Ensure that the property is used for passive recreation and
 - e) Provide for the reversion of title to the property to the State of Nevada upon the breach of any restrictions specified.

Assembly Bill No 287 further specifies that: (see included bill)

- 1) If the State of Nevada leases, sells or otherwise transfers, with or without consideration, a state park or part thereof to a local government, the local government must agree to operate and maintain the park or part thereof in such a manner that the use and enjoyment of the park or part thereof by the residents of this state is not diminished;

City of Las Vegas

- 2) A local Government to which is transferred any real property or other interest in a state park, including, without limitation, any facilities, equipment, water rights or mineral rights, may not sell, lease, encumber, alienate or otherwise dispose of the real property without authorization by current resolution of the Legislature.
- 3) If the State of Nevada executes a deed for real property which is part of a state park and which is transferred to a local government, the deed must:
 - a) Protect all historical and recreational value of the property;
 - b) Guarantee public access to the property; and
 - c) Prevent the local government or any successor in title from transferring the property without authorization by current resolution of the Legislature; and
 - d) Provide for the reversion of title to the property to the State of Nevada upon breach of any specified restrictions.
- 4.) The transfer to a local government of any real property that is part of a state park may not occur if any underlying lease of land from the Bureau of Land Management used by the state park prohibits, such a transfer or would, upon such a transfer, compromise the ability of the local government to use the real property as a park.
- 5.) A local government to which is transferred real property that is part of a state park shall, if the real property is subject to a lease from any person or entity, including without limitation, the Bureau of Land Management, take all actions reasonable and necessary to ensure that the leased property remains part of the park.

We note that the deed restrictions required by the legislation would apply only to the portion of the park actually owned by the State. The portions of the park that are leased from the federal government pursuant to the Recreation and Public Purposes Act would not be subject to these restrictions. Several of the terms used in the legislation regarding deed restrictions require interpretation. The State offers the following interpretations to facilitate negotiations with the City. One such provision is the requirement of SB 444 that any real property transferred must only be used for passive recreation. Passive recreation, as referenced in SB 444 and defined by the National Recreation & Parks Association (NRPA), refers to recreation-based activities that do not necessarily raise the heart rate significantly above resting level, but do provide refreshment through furnishing visual/ or psychological release from the pressures of everyday life. In passive-based recreation facilities, emphasis is placed on the enjoyment of a natural resource, such as a botanical garden, historical or archaeological sites. Passive recreation activities may include sunbathing at a beach, fishing, walking through a scenic area or just enjoying the natural beauty and serenity. The State considers this restriction to apply to the core of the park and those activities currently allowed.

Other terms such as historical value, recreational value and guaranteed public access also require some interpretation. The historical value of Floyd Lamb (Tule Springs) is considered to be the area's tie to early Las Vegas settlement and PJ Goumonds' development of the Tule Springs Guest Ranch. The core of the park, which is made up of several old ranch buildings, is historically important and listed on the National Register of Historic Places and should be protected. The recreational value of Floyd Lamb is related to current recreational activities as well as the potential for the area to better serve the recreational needs of a growing regional and state population. Although there is an obligation to protect the passive recreational value of the

City of Las Vegas

core park there is the potential to develop other activities outside of the core park. Stage two of the park's master plan acknowledges the need for more active recreational facilities outside the core of the park. The plan mentions the need for state and local recreation providers to update the plan with the needs of the growing population in mind. We understand that the City has initiated a master planning process to determine the recreational and open space needs of this part of the valley. Such a process can build a consensus regarding future uses of the park. Guaranteed public access means access by the general public as opposed to limited private access.

This information is offered for discussion purposes. The State is willing to negotiate the amount of detail regarding these terms that would be included in a purchase agreement and in the deed.

The State strongly believes in the recreational and historical values of Floyd Lamb State Park. We are certain that the City agrees that the most important factor related to any discussion regarding future management of Floyd Lamb is determining what is in the best interest of those who use and support the park. The State is committed to assisting the City to determine whether City management of the park can currently better serve this public interest, and to negotiating a transfer of Floyd Lamb to the City of Las Vegas.

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.

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..

City of Las Vegas

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.

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.

City of Las Vegas

Agenda Item No.: 63

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: DECEMBER 3, 2003****DEPARTMENT: CITY ATTORNEY****DIRECTOR: BRADFORD R. JERBIC**☐**CONSENT**☒**DISCUSSION****SUBJECT:**

Discussion and possible action on Appeal of Work Card Denial: Approved 11/6/02 subject to one year review: David S. Manes, 415 S. Main Street #131, Las Vegas, Nevada 89101

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

None

MOTION:

REESE – APPROVED with removal of all restrictions - UNANIMOUS with MACK excused

MINUTES:

SERGEANT REAGAN ALEXANDER, Las Vegas Metropolitan Police Department, explained that he was filling in for DETECTIVE RODD as a result of the birth of his healthy son, CARSON RODD. This is a review of a one-year conditional approval. The report is favorable and the owner of the store submitted a supportive updated letter. A favorable letter was also supplied by the Federal Probationary Officer. He would recommend approval with the removal of any restrictions at this time.

DAVID S. MANES was present and concurred with the comments made by SGT. ALEXANDER.

There was no further discussion.

(10:10 – 10:12)

1-2119

City of Las Vegas

Agenda Item No.: 64

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: DECEMBER 3, 2003

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

Discussion and possible action on Appeal of Work Card Denial: Charlotte J. Turnbull, 3700 E. Bonanza, Bldg. 19, Apt. 2091, Las Vegas, Nevada 89110

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

Appellant Letter of Appeal and City Clerk Notification Letter to Appellant

MOTION:

REESE – APPROVED the appeal thereby granting the work card subject to a one-year review, site specific and notification of Metro and the City Business License office within 48 hours of any arrests or citations - **UNANIMOUS** with **MACK** excused

MINUTES:

SERGEANT REAGAN ALEXANDER, Las Vegas Metropolitan Police Department, indicated that the report reflects the basis of the denial. A support letter was submitted by the owner of the store following a letter of disclosure provided him by the appellant. Given the situation and the age of some of the offenses, he recommended approval of a one-year, location specific word card subject to the routine reporting restrictions.

CHARLOTTE J. TURNBULL was present and concurred with the restrictions proposed.

There was no further discussion.

(10:12 – 10:14)

1-2205

RECEIVED
CITY CLERK

2003 NOV 19 P 3:23

November 19, 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,



Charlotte J. Turnbull
3700 E. Bonanza Bldg. 19 Apt. 2091
Las Vegas, NV 89110



MAYOR
OSCAR B. GOODMAN

CITY COUNCIL
GARY REESE
(MAYOR PRO-TEM)
LARRY BROWN
LYNETTE B. McDONALD
LAWRENCE WEEKLY
MICHAEL MACK
NET MONCRIEF

CITY MANAGER
DOUGLAS A. SELBY

November 19, 2003

Charlotte J. Turnbull
3700 E. Bonanza Bldg. 19 Apt. 2091
Las Vegas, NV 89110

Re: **WORK CARD APPEAL**

Dear Ms. Turnbull:

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 December 3, 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

City of Las Vegas

Agenda Item No.: 65

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: DECEMBER 3, 2003****DEPARTMENT: CITY ATTORNEY****DIRECTOR: BRADFORD R. JERBIC**☐**CONSENT**☒**DISCUSSION****SUBJECT:**

Hearing, 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:**

Hearing, discussion and possible action regarding disciplinary complaint

RECOMMENDATION:

Recommend revocation of Tavern License No. L16-00029-4-000216.

BACKUP DOCUMENTATION:

Complaint for Disciplinary Action

Submitted at the meeting: Complaint for Disciplinary Action with four tabs

MOTION:

REESE – ABEYANCE to 1/21/2004 – motion carried with L.B. McDONALD voting NO and MACK excused

NOTE: CITY ATTORNEY BRAD JERBIC disclosed that he will not participate in this matter because the attorney for MIKE GILARDI is GEORGE KELESIS, who has performed legal services for his family for many years, including recently for his mother.

MINUTES:

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

APPEARANCES:

OSCAR GOODMAN, Mayor

BILL HENRY, Senior Litigation Counsel

BRAD JERBIC, City Attorney

GARY REESE, Councilman

JOHN REDLEIN, Assistant City Attorney

BARBARA JO RONEMUS, City Clerk

TOM McGOWAN

(10:14 – 10:30)

1-2262

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:

.....

(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.]

4. 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.]

5. LVMC § 6.02.010(O) provides:

"Principal" means:

(1) Any person who is an officer, director, trustee, personal representative or general partner or who has an ownership interest in or voting control of the business equal to or greater 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;

(2) Any person who is or will be directly engaged in the administration or supervision of the business; and

(3) Any other person if, in the Director's opinion, the person exercises, or is capable of exercising, significant influence over the business.

6. On August 28, 2003, an **Indictment** was filed with the Clerk of the United States District Court for the Southern District of California. That Indictment accused Michael 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

influence them in the performance of their official duties, specifically, to advance the repeal of the "no touch" provision.

6. Between August 2000 and May 14, 2003, defendant and others on his behalf directed employees of Cheetahs, adult entertainers and others to **write checks to various San Diego City Council candidates.**

7. Between August 2000 and May 14, 2003, defendant and others on his behalf **unlawfully reimbursed "straw" contributors** in order to disguise the true source of the money and circumvent campaign financial reporting requirements.

8. Between August 2000 and November 2002, defendant paid for travel, lodging, and entertainment expenses in **Las Vegas, Nevada**, for defendant Lewis.

Id. at pages 2-4 (emphasis added).

This plea agreement is limited to the United States Attorney's Office for the Southern District of California, and **cannot bind** any other federal, state or local prosecuting, administrative, or **regulatory authorities**, although the Government will bring this plea agreement and defendant's cooperation to the attention of other authorities if requested by defendant.

Id. at page 6.

By signing this plea agreement, defendant certifies that defendant has read it (or that it has been read to defendant in defendant's native language). Defendant has discussed the terms of this plea agreement with defense counsel and fully understands its meaning and effect.

Id. at page 13.

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
constitutional rights been violated?

18 MR. ROSE: Not in this case, your Honor.

19 *Id.* at page 12.

20 THE COURT: All right. Lastly, I'm going to ask Mr.
21 **Rose to make a statement for you advising me of what you did**
22 **to commit this offense.** Would you please listen carefully to the
23 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 7th 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

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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

Submitted at City Council

Date 12/3/03 Item 65

INDEX

1. Complaint for Disciplinary Action, dated October 7, 2003.
2. Indictment, Case No. 03-CR-2434-JM, dated August 28, 2003.
3. Plea Agreement, Case No. 03-CR-2434-JM, dated September 8, 2003.
4. Transcript of Hearing, Case No. 03-CR-2434-JM, dated September 8, 2003.

BEFORE THE CITY COUNCIL
OF THE CITY OF LAS VEGAS, NEVADA

* * *

IN THE MATTER OF:

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16 Plea Agreement, page 2 (emphasis added).

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9 and circumvent campaign financial reporting requirements.

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18 Government will bring this plea agreement and defendant's
19 cooperation to the attention of other authorities if requested by
20 defendant.

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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.

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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
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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
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6

7 MR. ROSE: Good afternoon, your Honor. Robert Rose
8 of Sheppard, Mullin, Richter, and Hampton on behalf of Mr.
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11 THE CLERK: Is Michael Galardi your true name?

12 THE DEFENDANT: Yes.

13 THE CLERK: Do you now desire to withdraw your
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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.

Id. at page 3 (emphasis added).

THE COURT: All right, sir. Mr. Galardi, you have
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It does consist of 14 pages and appears to bear your signature on
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4 because in truth and in fact you are guilty and for no other reason?

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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 meritorious
15 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
24 statement Mr. Rose makes for you at this time because I will
25 have some questions for you about that statement and may have
26 reason to ask questions in addition to any factual basis that Mr.
27 Rose relates at this point. Mr. Rose, please.

28 MR. ROSE: Your Honor, reading from the plea agreement at page 3, there are eight paragraphs.

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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.

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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:

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(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 7th 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

30-1117

03 AUG 28 PM 2:03

CLERK, U.S. DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIABY: *JMW*

DEPUTY

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA

January 2003 Grand Jury

'03 CR 2434 - JM

10	UNITED STATES OF AMERICA,	)	Criminal Case NO.
11		)	
12	Plaintiff,	)	<u>I N D I C T M E N T</u>
13		)	
14	v.	)	Title 18, U.S.C., Sec. 371 -
15	RALPH INZUNZA (1),	)	Conspiracy to Commit Wire Fraud;
16	CHARLES LEWIS (2),	)	Title 18, U.S.C., Secs. 1343 and
17	MICHAEL ZUCCHET (3),	)	1346 - Wire Fraud; Title 18,
18	MICHAEL GALARDI (4),	)	U.S.C., Sec. 1951 - Extortion
19	LANCE MALONE (5),	)	(Hobbs); Title 18, U.S.C.,
20	JOHN D'INTINO (6),	)	Sec. 1952 - Interstate Travel in
21	DAVID COWAN (7),	)	Aid of Racketeering; Title 18,
22	Defendants.	)	U.S.C., Sec. 1001 - False
23		)	Statements to Government Agency;
24		)	Title 18, U.S.C., Sec. 2 - Aiding
25		)	and Abetting

The grand jury charges:

Count 1

At the times relevant to this indictment:

1. The San Diego City Council (hereinafter "City Council"), the elected legislative body for the City of San Diego, California, was comprised of the mayor and eight council members, who were authorized to act on behalf of the citizens of San Diego.

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MGW:nlv(2):San Diego
8/28/03

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1 2. Defendant RALPH INZUNZA (hereinafter "defendant INZUNZA")
2 was first elected as the San Diego City Council Member for District 8
3 in February 2001, and re-elected to that public office in March 5,
4 2002.

5 3. Defendant CHARLES LEWIS (hereinafter "defendant LEWIS") was
6 a candidate for San Diego City Council District 4, and was elected to
7 that public office in November 2002.

8 4. Defendant MICHAEL ZUCCHET (hereinafter "defendant ZUCCHET")
9 was a candidate for San Diego City Council District 2, and was elected
10 to that public office in November 2002.

11 5. Defendant MICHAEL GALARDI (hereinafter "defendant GALARDI"),
12 a resident of Las Vegas, Nevada, was the owner of several adult and
13 nude entertainment clubs in Las Vegas, Nevada, and San Diego,
14 California, including Cheetahs, 8105 Clairemont Mesa Boulevard,
15 San Diego, California.

16 6. Defendant LANCE MALONE (hereinafter "defendant MALONE"), a
17 resident of Las Vegas, Nevada, was employed by defendant GALARDI.

18 7. Defendant JOHN D'INTINO (hereinafter "defendant D'INTINO"),
19 a resident of San Diego, California, was employed by defendant
20 GALARDI as a manager of Cheetahs in San Diego, California.

21 8. David Cowan was employed by the City of San Diego as an aide
22 to defendant LEWIS.

23 9. Patrick Schott was employed by the City of San Diego as an
24 aide to defendant INZUNZA.

25 10. Cheetahs, in San Diego, California, was a nude entertainment
26 business, which was operated pursuant to a San Diego Police Department
27 permit as provided by the San Diego Municipal Code.

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1 11. The San Diego Municipal Election Campaign Control Ordinance
2 (hereinafter "ECCO"), among other things, limited an individual
3 campaign contribution to two hundred fifty dollars per election and
4 prohibited making contributions in the name of another individual.

5 12. The San Diego Nude Entertainment Business Ordinance
6 (hereinafter "NEB Ordinance"), which was enacted on October 30, 2000,
7 to regulate nude and adult entertainment businesses in the City of
8 San Diego, among other things, prohibited an adult entertainer from
9 intentionally touching any patron during any performance or allowing
10 any patron to intentionally touch the adult entertainer (hereinafter
11 "the no-touch provision").

12 13. The San Diego Police Department (hereinafter "SDPD")
13 enforced the no-touch provision of the NEB Ordinance, and was
14 authorized to issue citations to adult entertainers who violated this
15 provision. Additionally, the SDPD was empowered to suspend and revoke
16 the nude entertainment business permit of any such business whose
17 entertainers received citations.

18 14. The Public Safety and Neighborhood Services Committee
19 (hereinafter "PS&NS") was a standing committee of the San Diego City
20 Council whose area of responsibility included, among other things,
21 matters relating to the Police, and Code Enforcement.

22 15. Defendants LEWIS and ZUCCHET were appointed to the PS&NS
23 Committee in December 2002.

24 THE CONSPIRACY

25 16. Beginning in or before August, 2000, and continuing up to
26 and including May 14, 2003, within the Southern District of California
27 and elsewhere, defendants INZUNZA, LEWIS, ZUCCHET, GALARDI, MALONE,
28 and D'INTINO did knowingly conspire with each other and with others

1 known and unknown to the grand jury to commit an offense against the
2 United States, that is, wire fraud; in violation of Title 18, United
3 States Code, Sections 1343 and 1346.

4 17. It was the purpose and object of the conspiracy to devise
5 a scheme and artifice to defraud; as more fully set forth below, to
6 deprive the City of San Diego, its City Council and its citizens of
7 their intangible right of honest services of their public officials,
8 including City Council Members and a San Diego Police Officer, to be
9 performed free from corruption, favoritism, fraud, bribery, undue
10 influence, conflict of interest, and deceit.

11 THE SCHEME TO DEFRAUD

12 18. Defendants GALARDI, MALONE and D'INTINO opposed and sought
13 to repeal the no-touch provision of the NEB Ordinance, particularly
14 as it applied to Cheetahs in San Diego.

15 19. It was part of the scheme that, in order to mitigate the
16 effects of enforcement of the no-touch provision by the SDPD,
17 defendants GALARDI, MALONE and D'INTINO would pay money to a San Diego
18 Police Vice Detective (working in an undercover capacity), in order
19 to corruptly influence him in the performance of his official duties.

20 20. It was further part of the scheme that, in order to advance
21 the repeal of the no-touch provision, defendants GALARDI, MALONE, and
22 D'INTINO would pay money to defendants INZUNZA, LEWIS and ZUCCHET, in
23 order to corruptly influence them in the performance of their official
24 duties.

25 21. It was further part of the scheme that defendants INZUNZA,
26 LEWIS and ZUCCHET would seek and accept money from defendants GALARDI,
27 MALONE and D'INTINO, and would agree to be corruptly influenced in the
28 performance of their official duties, to advance the repeal of the no-

1 touch provision, thus directly benefitting the financial interests of
2 defendants GALARDI, MALONE and D'INTINO.

3 22. It was further part of the scheme that defendants INZUNZA,
4 LEWIS and ZUCCHET would conceal, disguise, and fail to disclose
5 material information to the City of San Diego, its City Council, and
6 its citizens, in violation of law and their fiduciary duty to the
7 public.

8 METHODS AND MEANS

9 23. In furtherance of this conspiracy, and to effect the objects
10 thereof, the defendants utilized the following methods and means,
11 among others:

12 (a) Defendants GALARDI, MALONE and D'INTINO made regular
13 payments to a person they believed to be a corrupt San Diego Police
14 Vice Detective, in order to obtain advance information regarding
15 inspections of Cheetahs by SDPD vice detectives.

16 (b) Defendants GALARDI, MALONE and D'INTINO directed
17 employees of Cheetahs, adult entertainers and others to write checks
18 to various San Diego City Council candidates, including defendants
19 INZUNZA, LEWIS and ZUCCHET.

20 (c) Defendants GALARDI, MALONE and D'INTINO unlawfully
21 reimbursed "straw" contributors in order to disguise the true source
22 of the money and circumvent campaign financial reporting requirements.

23 (d) Defendants GALARDI, MALONE and D'INTINO made payments
24 to defendants INZUNZA, LEWIS and ZUCCHET, in order to gain their
25 support for measures designed to advance the repeal of the no-touch
26 provision.

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1 (e) Defendants LEWIS and ZUCCHET filed financial disclosure
2 forms knowing that the forms concealed, disguised, and failed to
3 disclose the true source of their contributions and the fact that the
4 contributions exceeded the allowable limit.

5 (f) Defendants INZUNZA, LEWIS and ZUCCHET agreed to support
6 measures which they knew were designed to advance the repeal of the
7 no-touch provision and directly benefit the financial interests of
8 defendants GALARDI, MALONE and D'INTINO.

9 (g) All defendants agreed to devise methods through which
10 the repeal of the no-touch provision could be advanced. Such methods
11 were specifically designed: (1) to conceal that defendants GALARDI,
12 MALONE and D'INTINO were the true proponents and beneficiaries of the
13 proposal; (2) to conceal that defendants INZUNZA, LEWIS and ZUCCHET
14 had accepted payments from defendants GALARDI, MALONE and D'INTINO;
15 (3) to avoid having defendants INZUNZA, LEWIS and ZUCCHET publicly
16 initiate legislative action to repeal the no-touch provision; (4) to
17 divert attention from the no-touch provision through the use of
18 diversionary and uncontroversial issues; and (5) to create and rely
19 upon imaginary public interest.

20 (h) One of the methods devised by defendants MALONE and
21 INZUNZA involved sending to all City Council members E-mails
22 purporting to indicate a public interest in adult entertainment
23 issues.

24 (i) Another of the methods devised by all defendants
25 involved a plan whereby an associate of defendant MALONE would appear
26 before the PS&NS Committee and pretend to be a concerned citizen from
27 San Diego.

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OVERT ACTS

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2 24. In furtherance of this conspiracy, and to effect the
3 objects thereof, there was committed, in the Southern District of
4 California and elsewhere, at least one of the following overt acts,
5 among others:

6 A. On or about August 23, 2000, in San Diego, California,
7 defendant D'INTINO instructed other individuals to write
8 checks to two San Diego City Council candidates, and
9 reimbursed those individuals for their contributions.

10 B. On or about January 4, 2001, in San Diego, California,
11 defendant D'INTINO paid \$400.00 to a cooperating witness to
12 be given to a San Diego Police Officer working in an
13 undercover capacity.

14 C. On or about March 22, 2001, in San Diego, California,
15 defendant D'INTINO paid \$400.00 to a cooperating witness to
16 be given to a San Diego Police Officer working in an
17 undercover capacity.

18 D. On or about April 7, 2001, in Las Vegas, Nevada, defendant
19 GALARDI stated, "So I'll get Lance down there, just start
20 building little relationships with 'em. That's all it
21 takes. Then once they know they can trust us believe me
22 they'll f---in' have that hand out."

23 E. On or about May 4, 2001, in Las Vegas, Nevada, defendant
24 D'INTINO paid \$1,000.00 to a cooperating witness to be
25 given to a San Diego Police Officer working in an
26 undercover capacity.

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- 1 F. On or about May 9, 2001, in San Diego, California,
2 defendants D'INTINO and MALONE attended a fund raiser for
3 defendant INZUNZA.
- 4 G. On or about May 9, 2001, in San Diego, California,
5 defendant INZUNZA received checks from several individuals
6 associated with defendants GALARDI, MALONE and D'INTINO.
- 7 H. On or about May 24, 2001, during a telephone call between
8 defendant D'INTINO in San Diego, California, and defendant
9 GALARDI in Encinitas, California, defendant GALARDI stated,
10 "We got five thousand dollars worth of checks for Lewis."
- 11 I. On or about June 4, 2001, defendant LEWIS received checks
12 from several individuals associated with defendants
13 GALARDI, MALONE and D'INTINO.
- 14 J. On or about June 13, 2001, in San Diego, California,
15 defendant MALONE met with defendant INZUNZA at a
16 restaurant.
- 17 K. On or about June 13, 2001, in San Diego, California,
18 following the meeting referenced above, defendant GALARDI
19 stated to defendant D'INTINO, "We gave him (defendant
20 INZUNZA) almost ten grand, he almost sh--."
- 21 L. On or about June 13, 2001, defendant INZUNZA received
22 checks from several individuals associated with defendants
23 GALARDI, MALONE and D'INTINO.
- 24 M. On or about June 21, 2001, in San Diego, California,
25 defendant D'INTINO paid \$300.00 to a cooperating witness to
26 be given to a San Diego Police Officer working in an
27 undercover capacity.

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- 1 N. On or about July 19, 2001, in San Diego, California,
2 defendant MALONE gave defendant ZUCCHET checks totaling
3 \$6,750.00 from several individuals, including defendants
4 GALARDI, MALONE and D'INTINO.
- 5 O. On or about July 23, 2001, in San Diego, California,
6 defendant D'INTINO paid \$500.00 to a cooperating witness to
7 be given to a San Diego Police Officer working in an
8 undercover capacity.
- 9 P. On or about August 15, 2001, in San Diego, California,
10 defendant D'INTINO paid \$2,000.00 to a cooperating witness
11 to be given to a San Diego Police Officer working in an
12 undercover capacity.
- 13 Q. On or about September 18, 2001 in San Diego, California,
14 defendant D'INTINO paid \$2,000.00 to a cooperating witness
15 to be given to a San Diego Police Officer working in an
16 undercover capacity.
- 17 R. On or about October 9, 2001, defendant ZUCCHET signed a
18 financial disclosure form.
- 19 S. On or about October 18, 2001, in San Diego, California,
20 defendant D'INTINO paid \$2,000.00 to a cooperating witness
21 to be given to a San Diego Police Officer working in an
22 undercover capacity.
- 23 T. On or about November 19, 2001 in San Diego, California,
24 defendant D'INTINO paid \$2,000.00 to a cooperating witness
25 to be given to a San Diego Police Officer working in an
26 undercover capacity.
- 27 U. On or about December 17, 2001, in San Diego, California,
28 defendant D'INTINO paid \$2,000.00 to a cooperating witness

1 to be given to a San Diego Police Officer working in an
2 undercover capacity.

3 V. On or about January 13, 2002, in San Diego, California,
4 defendant D'INTINO paid \$3,000.00 to a cooperating witness
5 to be given to a San Diego Police Officer working in an
6 undercover capacity.

7 W. On January 15, 2002, during a telephone call between
8 defendant MALONE in Las Vegas, Nevada, and defendant
9 INZUNZA in San Diego, California, defendant MALONE assured
10 defendant INZUNZA that he can get money for defendant
11 ZUCCHET "very, very discreet this time."

12 X. On February 7, 2002, during a telephone call between
13 defendant INZUNZA in San Diego, California, and defendant
14 MALONE in Las Vegas, Nevada, defendant INZUNZA told
15 defendant MALONE, "Zucchet is coming calling."

16 Y. On February 7, 2002, during the same telephone call
17 referenced above, defendant INZUNZA told defendant MALONE,
18 "Nobody that's tied into the industry."

19 Z. On or about February 13, 2002, in San Diego, California,
20 defendants MALONE and D'INTINO gave George Stevens checks
21 from defendants GALARDI and D'INTINO totaling \$6,000.00.

22 AA. On or about February 16, 2002, in San Diego, California,
23 defendant D'INTINO paid \$2,000.00 to a cooperating witness
24 to be given to a San Diego Police Officer working in an
25 undercover capacity.

26 BB. On February 16, 2002, defendant GALARDI gave \$2,000.00 to
27 a cooperating witness for the purpose of creating checks
28 for defendant ZUCCHET.

- 1 CC. On February 28, 2002, in San Diego, California, defendant
2 D'INTINO attended a fund raiser for defendant ZUCCHET, and
3 delivered checks totaling \$2,000.00.
- 4 DD. On March 7, 2002, defendant GALARDI, discussing defendant
5 ZUCCHET, asked defendant MALONE, "Who's the guy he's
6 runnin' off? We could bribe him too."
- 7 EE. On or about March 18, 2002, in San Diego, California,
8 defendant D'INTINO paid \$2,000.00 to a cooperating witness
9 to be given to a San Diego Police Officer working in an
10 undercover capacity.
- 11 FF. On or about April 15, 2002, in San Diego, California,
12 defendant D'INTINO paid \$2,000.00 to a cooperating witness
13 to be given to a San Diego Police Officer working in an
14 undercover capacity.
- 15 GG. On or about May 13, 2002, in San Diego, California,
16 defendant D'INTINO paid \$2,000.00 to a cooperating witness
17 to be given to a San Diego Police Officer working in an
18 undercover capacity.
- 19 HH. On May 13, 2002, during a telephone call between defendant
20 MALONE in Las Vegas, Nevada, and defendant INZUNZA in
21 San Diego, California, defendant INZUNZA stated, "And we'll
22 tell, when the four or five things that sort of slaps you
23 guys on the hand and then we'll allow touching."
- 24 II. On May 28, 2002, while using the cellular telephone of
25 defendant MALONE, defendant LEWIS in San Diego, California,
26 called defendant GALARDI in San Diego, California, and
27 asked defendant GALARDI for "five" before June 30, 2002.

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- 1 JJ. On or about June 12, 2002 in San Diego, California,
2 defendant D'INTINO paid \$2,000.00 to a cooperating witness
3 to be given to a San Diego Police Officer working in an
4 undercover capacity..
- 5 KK. On June 22, 2002, defendant GALARDI gave \$3,000.00 to a
6 cooperating witness for the purpose of creating checks for
7 defendant LEWIS.
- 8 LL. On or about July 9, 2002, defendants MALONE and GALARDI
9 arrived at City Hall in San Diego, California.
- 10 MM. On or about July 16, 2002, in San Diego, California,
11 defendant D'INTINO paid \$2,000.00 a cooperating witness to
12 be given to a San Diego Police Officer working in an
13 undercover capacity.
- 14 NN. On July 18, 2002, defendant MALONE gave a cooperating
15 witness a handwritten message to be sent via E-mail to
16 San Diego City Council members and the Mayor.
- 17 OO. On July 25, 2002, defendant LEWIS signed a financial
18 disclosure form listing the checks, totaling \$3,000.00,
19 which were given to him on July 9, 2002, by defendant
20 MALONE..
- 21 PP. On July 31, 2002, defendant INZUNZA in San Diego,
22 California, called defendant MALONE in Las Vegas, Nevada.
23 Defendant INZUNZA referred to defendant MALONE as, "the
24 great Lance Malone," and referred to himself as, "your
25 humble servant, Ralph Inzunza."
- 26 QQ. On July 31, 2002, in the same telephone conversation
27 referenced above, defendant INZUNZA, referring to e-mails,
28 told defendant MALONE, "But just don't send 'em to me."

- 1 RR. On August 1, 2002, defendant MALONE gave a cooperating
2 witness a handwritten message to be sent via e-mail to San
3 Diego City Council members, the Mayor and defendant LEWIS.
- 4 SS. On or about August 1, 2002, defendant ZUCCHET signed a
5 financial disclosure form listing the checks, totaling
6 \$2,000.00, which were given to him on February 28, 2002, by
7 defendant D'INTINO.
- 8 TT. On or about August 13, 2002, in San Diego, California,
9 defendant D'INTINO paid \$2,000.00 to a cooperating witness
10 to be given to a San Diego Police Officer working in an
11 undercover capacity.
- 12 UU. On September 10, 2002, while using the cellular telephone
13 of defendant MALONE, defendant INZUNZA in San Diego,
14 California, called a San Diego Police Officer working in an
15 undercover capacity in San Diego, California.
- 16 VV. On or about September 18, 2002, in San Diego, California,
17 defendant D'INTINO paid \$2,000.00 to a cooperating witness
18 to be given to a San Diego Police Officer working in an
19 undercover capacity.
- 20 WW. On October 14, 2002, during a telephone call between
21 defendant INZUNZA in San Diego, California, and defendant
22 MALONE in Las Vegas, Nevada, defendant INZUNZA told
23 defendant MALONE that he had sent the e-mails to "your
24 police guy."
- 25 XX. On October 14, 2002, during the same telephone call
26 referenced above, defendant INZUNZA told defendant MALONE,
27 "It's the final push for our boy Zucchet," and said, "We
28 need probably about three thousand."

1 YY. On or about October 18, 2002, in Las Vegas, Nevada,
2 defendant GALARDI paid \$2,000.00 to a cooperating witness
3 to be given to a San Diego Police Officer working in an
4 undercover capacity.

5 ZZ. On October 18, 2002, defendant GALARDI gave \$3,000.00 to a
6 cooperating witness for the purpose of creating checks for
7 defendant ZUCCHET.

8 AAA. On October 30, 2002, defendant MALONE attended a fund
9 raiser for defendant ZUCCHET, and delivered checks totaling
10 \$3,000.00.

11 BBB. On or about November 6, 2002, defendant MALONE paid for
12 tickets to the Las Vegas show "Blue Man Group" for
13 defendant LEWIS and his wife.

14 CCC. On or about November 19, 2002, in San Diego, California,
15 defendant D'INTINO paid \$2,000.00 to a cooperating witness
16 to be given to a San Diego Police Officer working in an
17 undercover capacity.

18 DDD. On or about December 16, 2002, in San Diego, California,
19 defendant D'INTINO paid \$2,000.00 to a cooperating witness
20 to be given to a San Diego Police Officer working in an
21 undercover capacity.

22 EEE. On or about January 16, 2003, in San Diego, California,
23 defendant GALARDI paid \$2,000.00 to a cooperating witness
24 to be given to a San Diego Police Officer working in an
25 undercover capacity.

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1 FFF. On January 31, 2003, defendant ZUCCHET signed a financial
2 disclosure form listing the checks, totaling \$3,000.00,
3 which were given to him on October 30, 2002, by defendant
4 MALONE.

5 GGG. On February 10, 2003, during a telephone call between
6 defendant MALONE in San Diego, California, and defendant
7 LEWIS in San Diego, California, defendant MALONE told
8 defendant LEWIS, "So now I gotta put a little pressure to
9 get this thing on."

10 HHH. On February 10, 2003, in San Diego, California, defendant
11 MALONE met with defendants INZUNZA and ZUCCHET at a
12 restaurant.

13 III. On or about February 11, 2003, in San Diego, California,
14 defendant D'INTINO paid \$2,000.00 to a cooperating witness
15 to be given to a San Diego Police Officer working in an
16 undercover capacity.

17 JJJ. On February 18, 2003, during a telephone call between
18 defendant MALONE in Las Vegas, Nevada, and defendant
19 ZUCCHET in San Diego, California, defendant MALONE told
20 defendant ZUCCHET that defendant INZUNZA was "already on
21 board."

22 KKK. On February 20, 2003, in San Diego, California, defendant
23 MALONE met with defendant LEWIS at a restaurant.

24 LLL. On February 20, 2003, using the cellular telephone of
25 defendant MALONE, defendant LEWIS in San Diego, California,
26 called a San Diego Police Officer working in an undercover
27 capacity.

28 //

1 MMM. On February 24, 2003, during a telephone call between
2 defendant MALONE in Las Vegas, Nevada, and defendant
3 INZUNZA in San Diego, California, defendant MALONE told
4 defendant INZUNZA that he did not want defendant INZUNZA or
5 defendant LEWIS to docket an issue before a City Council
6 Committee because "you guys both took money from us."

7 NNN. On February 24, 2003, during the same telephone call
8 referenced above, defendant MALONE, referring to defendant
9 ZUCCHET, told defendant INZUNZA, "But Mike didn't take
10 money, I mean, he did but he didn't."

11 OOO. On March 20, 2003, during a telephone call between
12 defendant MALONE in Las Vegas, Nevada, and defendant
13 INZUNZA in San Diego, California, defendant MALONE,
14 referring to defendant ZUCCHET's scheduled meeting with a
15 San Diego Police Department Vice Lieutenant, told defendant
16 INZUNZA that defendant ZUCCHET was meeting with the "wrong
17 guy."

18 PPP. On March 21, 2003, defendant ZUCCHET met with the San Diego
19 Police Department vice lieutenant.

20 QQQ. On or about March 21, 2003, in San Diego, California,
21 defendant D'INTINO paid \$2,000.00 to a cooperated witness
22 to be given to a San Diego Police Officer working in an
23 undercover capacity.

24 RRR. On March 26, 2003, defendant MALONE in Las Vegas, Nevada,
25 placed a telephone call to defendant ZUCCHET in San Diego,
26 California, and left a message for defendant ZUCCHET,
27 stating, "If there's anything you don't wanna do, if you
28 don't wanna do it at all, then just let me know buddy."

1 SSS. On March 26, 2003, during a telephone call between David
2 Cowan in San Diego, California, and defendant MALONE in San
3 Diego, California, David Cowan suggested to defendant
4 MALONE that he "just speak as a non-agenda public speaker."
5 TTT. On March 27, 2003, during a telephone call between Patrick
6 Schott in San Diego, California, and defendant MALONE,
7 Schott told defendant MALONE, "We are kinda working on the,
8 that ordinance, adjusting that ordinance."
9 UUU. On March 27, 2003, in the same telephone call referenced
10 above, Patrick Schott told defendant MALONE that he had
11 spoken with the PS&NS committee consultant, with David
12 Cowan, and with an aide to defendant ZUCCHET.
13 VVV. On April 1, 2003, during a telephone call between David
14 Cowan in San Diego, California, and defendant MALONE in
15 Las Vegas, Nevada, defendant MALONE had a discussion with
16 David Cowan about defendant MALONE's efforts to obtain
17 employment for Cowan's brother in Las Vegas, Nevada.
18 WWW. On April 1, 2003, in the same telephone call referenced
19 above, David Cowan suggested that defendant MALONE use a
20 "concerned citizen" before the PS&NS Committee.
21 XXX. On April 8, 2003, Patrick Schott in San Diego, California,
22 placed a telephone call to defendant MALONE in Las Vegas,
23 Nevada, and left a message for defendant MALONE telling him
24 that defendant ZUCCHET will be contacting him.
25 YYY. On April 9, 2003, during a telephone call between
26 defendants LEWIS and MALONE, defendant LEWIS told defendant
27 MALONE that he had spoken to defendant INZUNZA and learned
28 //

1 that defendant ZUCCHET was told by the SDPD that "they
2 don't have any problem with the ordinance the way it is."

3 ZZZ. On April 9, 2003, during the same telephone call referenced
4 above, defendant MALONE responded to defendant LEWIS, "That
5 is just their official stance, but you know me, I don't do
6 anything official."

7 AAAA. On April 16, 2003, in San Diego, California, defendant
8 MALONE met with defendant ZUCCHET and his aide at a
9 restaurant.

10 BBBB. On April 16, 2003, during the meeting referenced above,
11 defendant MALONE stated that, following the PS&NS
12 proceeding, defendant INZUNZA would "make a motion just to
13 go back to lewd and lascivious."

14 CCCC. On April 16, 2003, during the meeting referenced above,
15 defendant ZUCCHET stated, "OK. I don't have a problem with
16 that, and I'll do the lifting at the committee level."

17 DDDD. On April 16, 2003, during the meeting referenced above,
18 defendant MALONE stated, "I guess the way it's supposed to
19 be orchestrated is, you know, someone will be representing
20 the police."

21 EEEE. On April 16, 2003, during the meeting referenced above,
22 defendant ZUCCHET asked defendant MALONE if the Vice
23 Lieutenant would be at the Council meeting, and defendant
24 MALONE responded, "He will not be there."

25 FFFF. On April 16, 2003, during the meeting referenced above,
26 defendant MALONE told defendant ZUCCHET, "Just get the item
27 on the agenda" and "we'll deal with the rest."

28 //

1 GGGG. On April 16, 2003, during the meeting referenced above,
2 defendant MALONE told defendant ZUCCHET that defendants
3 INZUNZA and LEWIS would "expedite it."

4 HHHH. On April 29, 2003, during a telephone call between
5 defendant MALONE in Las Vegas, Nevada, and defendant LEWIS
6 in San Diego, California, defendant MALONE told defendant
7 LEWIS to "look after my guy."

8 IIII. On April 30, 2003, defendants GALARDI and MALONE traveled
9 with Thomas Waddell from Las Vegas, Nevada, to San Diego,
10 California.

11 JJJJ. On April 30, 2003, in San Diego, California, Thomas
12 Waddell, a resident of Las Vegas, Nevada, appeared before
13 the PS&NS Committee and falsely stated that he was a
14 resident of defendant ZUCCHET's district.

15 KKKK. On April 30, 2003, before the PS&NS Committee in San Diego,
16 California, defendant ZUCCHET requested that the matter
17 raised by Thomas Waddell be referred to the City Attorney
18 for a report.

19 LLLL. On April 30, 2003, before the PS&NS Committee in San Diego,
20 California, defendant LEWIS, stated, "Didn't we hear this
21 before, ah, I think it was either last year, you guys did
22 a whole review of the different vice laws or something like
23 that?"

24 MMMM. On May 1, 2003, during a telephone call between defendant
25 MALONE in San Diego, California, and defendant LEWIS in
26 San Diego, California, defendant MALONE told defendant
27 LEWIS, "Thanks so much for helping me out yesterday."

28 //

1 NNNN. On May 1, 2003, in San Diego, California, defendant MALONE
2 met with defendant INZUNZA at a restaurant.

3 OOOO. On May 1, 2003, at the meeting referenced above, defendant
4 INZUNZA told defendant MALONE, "Call up Pat from my office
5 today. You know Pat? He's the guy who's gonna help me with
6 this. Here's what we'll do. I'm gonna say that I received
7 a couple of E-mails in the past, and that I understand
8 what's going on."

9 PPPP. On May 1, 2003, defendant MALONE in San Diego, California,
10 left a message for Patrick Schott, in San Diego,
11 California, directing him to prepare a document regarding
12 vice issues.

13 QQQQ. On May 8, 2003, during a telephone call between Patrick
14 Schott in San Diego, California, and defendant MALONE in
15 Las Vegas, Nevada, Schott stated to defendant MALONE, "We
16 just move it straight up to Council as quickly as we could
17 and, you know, try to quietly take the votes and move on
18 with it."

19 All in violation of Title 18, United States Code, Section 371.

20 Counts 2-34

21 25. The allegations set forth in paragraphs 1 through 24 of
22 Count 1 above are realleged as if fully set forth herein.

23 26. Beginning in or before August, 2000, and continuing up to
24 and including May 14, 2003, in the Southern District of California and
25 elsewhere, defendants INZUNZA, LEWIS, ZUCCHET, GALARDI, MALONE, and
26 D'INTINO, did devise and intend to devise a scheme and artifice to
27 defraud, that is, to deprive the City of San Diego, its City Council
28 and its citizens of their intangible right of honest services of their

public officials, including City Council Members and a San Diego Police officer, to be performed free from corruption, favoritism, fraud, bribery, undue influence, conflict of interest, and deceit.

EXECUTION OF THE SCHEME

27. On or about the dates set forth below, according to each count, in the Southern District of California and elsewhere, defendants INZUNZA, LEWIS, ZUCCHET, GALARDI, MALONE and D'INTINO, for the purpose of executing the aforesaid scheme to defraud, as set forth in paragraphs 18 through 24 of Count 1 above, knowingly transmitted and caused to be transmitted by means of a wire communication in interstate commerce, certain signs, signals, and sounds, that is, telephone calls, as alleged below:

<u>COUNT</u>	<u>DATE</u>	<u>WIRE COMMUNICATION</u>
2	5/19/01	Telephone call between defendant GALARDI in Las Vegas, Nevada, and defendant D'INTINO in San Diego, California.
3	8/1/01	Telephone call between defendant MALONE in Las Vegas, Nevada, and defendant ZUCCHET in San Diego, California.
4	8/9/01	Telephone call between defendant MALONE in Las Vegas, Nevada, and defendant LEWIS in San Diego, California.
5	9/5/01	Telephone call between defendant MALONE in Las Vegas, Nevada, and defendant INZUNZA in San Diego, California.
6	10/25/01	Telephone call between defendant MALONE in Las Vegas, Nevada, and defendant LEWIS in San Diego, California.
7	1/15/02	Telephone call between defendant MALONE in Las Vegas, Nevada, and defendant INZUNZA in San Diego, California.
8	2/7/02	Telephone call between defendant MALONE in Las Vegas, Nevada, and defendant INZUNZA in San Diego, California.

//

1	9	3/20/02	Telephone call between defendant GALARDI in Las Vegas, Nevada, and defendant MALONE in San Diego, California.
2			
3	10	4/6/02	Telephone call between defendant MALONE in Las Vegas, Nevada, and defendant LEWIS in San Diego, California.
4			
5	11	5/13/02	Telephone call between defendant MALONE in Las Vegas, Nevada, and defendant INZUNZA in San Diego, California.
6			
7	12	5/28/02	Telephone call between defendant GALARDI in Las Vegas, Nevada, and defendants MALONE and LEWIS in San Diego, California.
8			
9	13	7/31/02	Telephone call between defendant MALONE in Las Vegas, Nevada and defendant INZUNZA in San Diego, California.
10			
11	14	10/14/02	Telephone call between defendant MALONE in Las Vegas, Nevada, and defendant INZUNZA in San Diego, California.
12			
13	15	11/6/02	Telephone call between defendant MALONE in Las Vegas, Nevada, and defendant LEWIS in San Diego, California.
14			
15	16	11/7/02	Telephone call between defendant MALONE in Las Vegas, Nevada, and defendant LEWIS in San Diego, California.
16			
17	17	11/7/02	Telephone call between defendant MALONE in Las Vegas, Nevada, and defendant LEWIS in San Diego, California.
18			
19	18	2/12/03	Telephone call between defendant MALONE in Las Vegas, Nevada, and defendant INZUNZA in San Diego, California.
20			
21	19	2/18/03	Telephone call between defendant MALONE in Las Vegas, Nevada, and defendant ZUCCHET in San Diego, California.
22			
23	20	2/24/03	Telephone call between defendant MALONE in Las Vegas, Nevada, and defendant ZUCCHET in San Diego, California.
24			
25	21	2/24/03	Telephone call between defendant MALONE in Las Vegas, Nevada, and defendant INZUNZA in San Diego, California.
26			
27	22	2/27/03	Telephone call between defendant MALONE in Las Vegas, Nevada, and defendant LEWIS in San Diego, California.
28			

1 23 3/3/03 Telephone call between defendant MALONE in
2 Las Vegas, Nevada, and defendant ZUCCHET in
3 San Diego, California.
4
5 24 3/14/03 Telephone call between defendant MALONE in
6 Las Vegas, Nevada, and defendant LEWIS in
7 San Diego, California.
8
9 25 3/20/03 Telephone call between defendant MALONE in
10 Las Vegas, Nevada, and defendant INZUNZA in
11 San Diego, California.
12
13 26 3/27/03 Telephone call between defendant MALONE in
14 Las Vegas, Nevada, and Patrick Schott in
15 San Diego, California.
16
17 27 4/1/03 Telephone call between defendant MALONE in
18 Las Vegas, Nevada, and David Cowan in San Diego,
19 California.
20
21 28 4/2/03 Telephone call between defendant MALONE in
22 Las Vegas, Nevada, and Patrick Schott in
23 San Diego, California.
24
25 29 4/7/03 Telephone call between defendant MALONE in
26 Las Vegas, Nevada, and defendant LEWIS in
27 San Diego, California.
28
29 30 4/9/03 Telephone call between defendant MALONE in
30 Las Vegas, Nevada, and defendant LEWIS in
31 San Diego, California.
32
33 31 4/24/03 Telephone call between defendant MALONE in
34 Las Vegas, Nevada, and defendant LEWIS in
35 Sacramento, California.
36
37 32 4/25/03 Telephone call between defendant MALONE in
38 Las Vegas, Nevada, and defendant ZUCCHET in
39 San Diego, California.
40
41 33 4/29/03 Telephone call between defendant MALONE in
42 Las Vegas, Nevada, and defendant LEWIS in
43 San Diego, California.
44
45 34 5/8/03 Telephone call between defendant MALONE in
46 Las Vegas, Nevada, and Patrick Schott in
47 San Diego, California.

25 All in violation of Title 18, United States Code, Sections 1343, 1346
26 and 2.

27 //

28 //

Count 35

28. The allegations set forth in paragraphs 1 through 24 of Count 1 above are realleged as if fully set forth herein.

29. On or about February 7, 2002, in the Southern District of California, defendant INZUNZA, aided and abetted by defendants ZUCCHET, GALARDI, MALONE and D'INTINO, did knowingly, willfully, and unlawfully affect and attempt to affect interstate commerce and the movement of articles and commodities in interstate commerce by extortion, in that defendant INZUNZA, under color of official right, unlawfully obtained money from defendants GALARDI, MALONE and D'INTINO with their consent, for the benefit of defendant ZUCCHET, not due defendant INZUNZA and his public office; in violation of Title 18, United States Code, Sections 1951 and 2.

Count 36

30. The allegations set forth in paragraphs 1 through 24 of Count 1 above are realleged as if fully set forth herein.

31. On or about October 14, 2002, in the Southern District of California, defendant INZUNZA, aided and abetted by defendants ZUCCHET, GALARDI, MALONE and D'INTINO, did knowingly, willfully, and unlawfully affect and attempt to affect interstate commerce and the movement of articles and commodities in interstate commerce by extortion, in that defendant INZUNZA, under color of official right, unlawfully obtained money from defendants GALARDI, MALONE and D'INTINO with their consent, for the benefit of defendant ZUCCHET, not due defendant INZUNZA and his public office; in violation of Title 18, United States Code, Sections 1951 and 2.

//

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Counts 37-38

32. The allegations set forth in paragraphs 1 through 24 of Count 1 above are realleged as if set forth in full.

33. The laws of the State of California, specifically California Penal Code Section 67.5 (bribery of a police officer), provide that bribery is a violation of the laws of the State of California.

34. On or about the dates listed below, in the Southern District of California and elsewhere, defendants GALARDI, MALONE and D'INTINO did knowingly cause the travel in interstate commerce, as set forth below, with the intent to promote, manage, establish, carry on and facilitate the promotion, management, establishment and carrying on of an unlawful activity, that is bribery, in violation of California Penal Code Section 67.5, and thereafter, did perform and attempt to perform acts to promote and carry on, and facilitate the promotion and carrying on of said unlawful activity.

<u>COUNT</u>	<u>DATE</u>	<u>INTERSTATE TRAVEL</u>
37	5/4/01	A San Diego police officer, acting in an undercover capacity, traveled from San Diego, California, to Las Vegas, Nevada, to receive \$1,000.00 in bribe money.
38	10/18/02	A cooperating witness traveled from San Diego, California, to Las Vegas, Nevada and returned to San Diego with \$2,000.00 in bribe money for a San Diego police officer acting in an undercover capacity.

All in violation of Title 18, United States Code, Sections 1952 and 2.

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//

//

Count 39

35. On or about June 5, 2003, within the Southern District of California, defendant DAVID COWAN, in a matter within the jurisdiction of Federal Bureau of Investigation (FBI), an agency of the United States, did knowingly and willfully make materially false, fictitious and fraudulent statements and representations, to wit, that he never discussed with Lance Malone the "no touch" provision of the San Diego Municipal Adult Entertainment Business Ordinance and issues related thereto, when in truth and in fact, and as the defendant then and there well knew, he had discussed with Lance Malone the "no touch" provision and issues related thereto; in violation of Title 18, United States Code, Section 1001.

DATED: August 28, 2003.

A TRUE BILL:

Foreperson

Carol C. Lam
CAROL C. LAM
United States Attorney

I hereby attest and certify on 9/10/03
That the foregoing document is a full, true and correct
copy of the original on file in my office and in my legal
custody.

CLERK, U.S. DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA

By S. H. H. H. H. Deputy

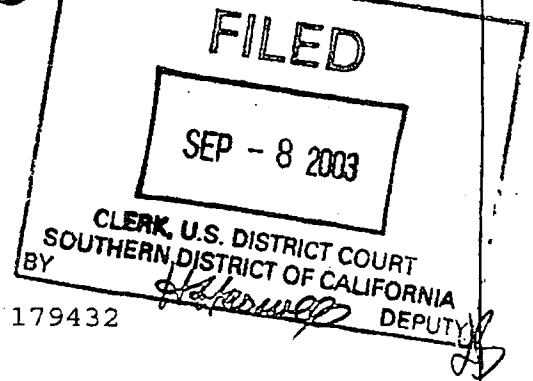
1 CAROL C. LAM
 United States Attorney
 2 MICHAEL G. WHEAT
 Assistant U.S. Attorney
 3 PAUL S. COOK
 Assistant U.S. Attorney
 4 ROBERT CIAFFA
 Assistant U.S. Attorney
 5 California State Bar Nos. 118598, 79101, & 179432
 Federal Office Building
 6 880 Front Street, Room 6293
 San Diego, California 92101-8893
 7 Telephone: (619) 557-7045

8 Attorneys for Plaintiff
 United States of America
 9

10
 11 UNITED STATES DISTRICT COURT
 12 SOUTHERN DISTRICT OF CALIFORNIA
 13

14 UNITED STATES OF AMERICA,	)	Case No. 03 CR 2434-JM
	)	
15 Plaintiff,	)	
	)	
16 v.	)	PLEA AGREEMENT
	)	
17 MICHAEL GALARDI (4),	)	
	)	
18 Defendant.	)	
	)	

19
 20 IT IS HEREBY AGREED between the plaintiff, UNITED STATES OF
 21 AMERICA, through its counsel, Carol C. Lam, United States Attorney,
 22 and Robert Ciaffa, Assistant United States Attorney, and defendant,
 23 Michael Galardi, with the advice and consent of Robert D. Rose,
 24 counsel for defendant, as follows:
 25
 26
 27
 28



33 ORIGINAL

I

THE PLEA

Defendant agrees to plead guilty to Count 1 of the indictment, which count charges defendant with conspiracy to commit wire fraud, in violation of Title 18, United States Code, Sections 371, 1343 and 1346. The Government agrees to dismiss the remaining counts of the indictment, with respect to defendant, after sentencing. The Government also agrees to not prosecute defendant for other federal criminal offenses which are or may be known to the Government as of the date all parties sign this plea agreement.

II

NATURE OF THE OFFENSEA. ELEMENTS EXPLAINED

Defendant understands that the offense to which defendant is pleading guilty has the following elements:

1. That defendant conspired, that is, defendant agreed with at least one other person, and one of the members of the conspiracy performed an overt act for the purpose of carrying out the conspiracy,
2. To devise a scheme or plan to deprive another person of his right to honest services, and
3. In carrying out such scheme or plan, the use of an interstate wire communication was reasonably foreseeable.

B. ELEMENTS UNDERSTOOD AND ADMITTED - FACTUAL BASIS

Defendant has fully discussed the facts of this case with defense counsel. Defendant has committed each of the elements of the crimes, and admits that there is a factual basis for this guilty plea. The following facts are true and undisputed:

Def. Initials 

1. Between August 2000 and May 14, 2003, defendant owned Cheetahs, an adult (nude) entertainment establishment located in San Diego, California.
2. The "no touch" provision of the San Diego Nude Entertainment Business Ordinance was causing financial damage to business at Cheetahs.
3. Between January 2001 and March 2003, defendant agreed with Lance Malone, John D'Intino and others, to pay 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, defendant 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, defendant agreed with Lance Malone, John D'Intino and others, to pay money to Ralph Inzunza, Charles Lewis and Michael Zucchet, in order to corruptly influence them in the performance of their official duties, specifically, to advance the repeal of the "no touch" provision.
6. Between August 2000 and May 14, 2003, defendant and others on his behalf directed employees of Cheetahs, adult entertainers and others to write checks to various San Diego City Council candidates.

Def. Initials



1 7. Between August 2000 and May 14, 2003, defendant and others
2 on his behalf unlawfully reimbursed "straw" contributors in
3 order to disguise the true source of the money and
4 circumvent campaign financial reporting requirements.

5 8. Between October 2000 and November 2002, defendant paid for
6 travel, lodging, and entertainment expenses in Las Vegas,
7 Nevada, for defendant Lewis.

8 III

9 PENALTIES

10 Defendant understands that the crime to which defendant is
11 pleading guilty carries the following penalties:

- 12 A. a maximum 5 years in prison;
13 B. a maximum \$250,000 fine;
14 C. a mandatory special assessment of \$100; and
15 D. a term of supervised release of 3 years. Defendant
16 understands that failure to comply with any of the
17 conditions of supervised release may result in revocation
18 of supervised release, requiring defendant to serve in
19 prison all or part of the term of supervised release.

20 IV

21 DEFENDANT'S WAIVER OF TRIAL RIGHTS

22 Defendant understands that this guilty plea waives the right to:

- 23 A. continue to plead not guilty and require the Government to
24 prove the elements of the crime beyond a reasonable doubt;
25 B. a speedy and public trial by jury;
26 C. the assistance of counsel at all stages of trial;
27 D. confront and cross-examine adverse witnesses;
28

Def. Initials 

- 1 E. present evidence and to have witnesses testify on behalf of
2 defendant; and
3 F. not testify or have any adverse inferences drawn from the
4 failure to testify.

V

6 DEFENDANT ACKNOWLEDGES NO PRETRIAL RIGHT TO BE
7 PROVIDED WITH IMPEACHMENT AND AFFIRMATIVE DEFENSE INFORMATION

8 The Government represents that any information establishing the
9 factual innocence of defendant known to the undersigned prosecutor in
10 this case has been turned over to defendant. The Government will
11 continue to provide such information establishing the factual
12 innocence of defendant.

13 Defendant understands that if this case proceeded to trial, the
14 Government would be required to provide impeachment information
15 relating to any informants or other witnesses. In addition, if
16 defendant raised an affirmative defense, the Government would be
17 required to provide information in its possession that supports such
18 a defense. Defendant acknowledges, however, that by pleading guilty
19 defendant will not be provided this information, if any, and
20 Defendant also waives the right to this information. Finally,
21 defendant agrees not to attempt to withdraw the guilty plea or to file
22 a collateral attack based on the existence of this information.

VI

23 DEFENDANT'S REPRESENTATION THAT GUILTY
24 PLEA IS KNOWING AND VOLUNTARY

25 Defendant represents that:

- 26 A. Defendant has had a full opportunity to discuss all the
27 facts and circumstances of this case with defense counsel,
28

Def. Initials 

1 and has a clear understanding of the charges and the
2 consequences of this plea;

3 B. No one has made any promises or offered any rewards in
4 return for this guilty plea, other than those contained in
5 this plea agreement or otherwise disclosed to the court;

6 C. No one has threatened defendant or defendant's family to
7 induce this guilty plea; and

8 D. Defendant is pleading guilty because in truth and in fact
9 defendant is guilty and for no other reason.

10 VII

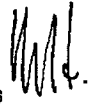
11 AGREEMENT LIMITED TO U.S. ATTORNEY'S OFFICE 12 FOR SOUTHERN DISTRICT OF CALIFORNIA

13 This plea agreement is limited to the United States Attorney's
14 Office for the Southern District of California, and cannot bind any
15 other federal, state or local prosecuting, administrative, or
16 regulatory authorities, although the Government will bring this plea
17 agreement and defendant's cooperation to the attention of other
18 authorities if requested by defendant.

19 VIII

20 SENTENCING GUIDELINES

21 Defendant understands the sentence will be governed by the United
22 States Sentencing Guidelines (Guidelines). Defendant has discussed
23 the Guidelines with defense counsel, and understands that the sentence
24 cannot be determined until a presentence report has been prepared by
25 the U.S. Probation Office and defense counsel and the Government have
26 had an opportunity to review and challenge the presentence report.
27 Defendant understands that, under some circumstances, the court may
28 "depart" from the Guidelines and impose a sentence more severe or less

Def. Initials 

1 severe than the Guidelines, up to the maximum in the statute of
2 conviction.

3 Nothing in this plea agreement shall be construed as limiting the
4 Government's duty to provide complete and accurate facts to the
5 district court and the U.S. Probation Office.

IX

SENTENCE IS WITHIN SOLE DISCRETION OF JUDGE

8 This plea agreement is made pursuant to Federal Rule of Criminal
9 Procedure 11(c)(1)(B). Defendant understands that the sentence is
10 within the sole discretion of the sentencing judge. The Government
11 has not made and will not make any representation as to what sentence
12 defendant will receive. Defendant understands that the sentencing
13 judge may impose the maximum sentence provided by statute, and is also
14 aware that any estimate of the probable sentence by defense counsel
15 is a prediction, not a promise, and is not binding on the court.
16 Likewise, the recommendation made by the Government is not binding on
17 the court, and it is uncertain at this time what defendant's sentence
18 will be.

19 Defendant also has been advised and understands that if the
20 sentencing judge does not follow any of the parties' sentencing
21 recommendations, defendant nevertheless has no right to withdraw the
22 plea.

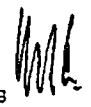
X

PARTIES' SENTENCING RECOMMENDATIONS

A. BASE OFFENSE LEVEL AND ADJUSTMENTS

26 The parties will jointly recommend, in each District, the
27 following Base Offense Level and Adjustments under the Guidelines:

28 Base Offense Level - Wire Fraud Consp. [2C1.7] 10

Def. Initials 

1 Payment to Elected Official [2C1.7(b) (1) (B)] +8
2 Acceptance of Responsibility [§ 3E1.1] -3
3 Adjusted Offense Level 15

4 B. ACCEPTANCE OF RESPONSIBILITY

5 Notwithstanding paragraph A above, the Government will not
6 recommend any adjustment for Acceptance of Responsibility if
7 defendant:

- 8 1. Fails to admit a complete factual basis for the plea
9 at the time it is entered, or
10 2. Denies involvement in the offense, gives conflicting
11 statements about that involvement, or is untruthful
12 with the Government, the court or probation officer,
13 or
14 3. Fails to appear in court, or
15 4. Engages in additional criminal conduct, or
16 5. Attempts to withdraw the plea, or
17 6. Refuses to abide by any lawful court order, or
18 7. Contests the forfeiture(s) or assists any third
19 party in contesting the forfeiture of properties
20 seized in connection with this case.

21 C. NO OTHER ADJUSTMENTS ARE RECOMMENDED

22 The parties agree not to recommend any upward or downward
23 adjustments other than those listed above.

24 D. NO AGREEMENT AS TO CRIMINAL HISTORY CATEGORY

25 There is no agreement as to defendant's Criminal History
26 Category.

27
28 Def. Initials WML

1 E. NO DEPARTURES ARE RECOMMENDED

2 The parties agree not to recommend any upward or downward
3 departures, including any criminal history departures under § 4A1.3,
4 except as set forth herein.

5 F. "RELEVANT CONDUCT" INFORMATION

6 Defendant agrees that the facts in the "factual basis" paragraph
7 of this plea agreement are true, and may be considered as
8 "relevant conduct" under § 1B1.3.

9 G. GOVERNMENT'S RECOMMENDATION REGARDING SENTENCE

10 The Government will recommend that defendant be sentenced within
11 the guideline range found by the court. However, if the court adopts
12 an offense level or downward adjustment or departure below the
13 Government's recommendations in this plea agreement, the Government
14 will recommend a sentence as near as possible to what the sentence
15 would have been if the Government's recommendations had been followed.

16 XI

17 DEFENDANT WAIVES APPEAL AND COLLATERAL ATTACK

18 In exchange for the Government's concessions in this plea
19 agreement, defendant waives, to the full extent of the law, any right
20 to appeal or to collaterally attack the conviction and sentence,
21 including any restitution order, unless the court imposes a custodial
22 sentence greater than the high end of the guideline range (or
23 statutory mandatory minimum term, if applicable) recommended by the
24 Government pursuant to this plea agreement at the time of sentencing.
25 If the custodial sentence is greater than the high end of that range,
26 defendant may appeal, but the Government will be free to support on
27 appeal the sentence actually imposed. If defendant believes the
28 Government's recommendation is not in accord with this plea agreement,

Def. Initials 

1 defendant will object at the time of sentencing; otherwise the
2 objection will be deemed waived.

3 XII

4 CRIMES AFTER ARREST OR BREACH OF THE AGREEMENT WILL PERMIT
5 THE GOVERNMENT TO RECOMMEND A HIGHER SENTENCE OR SET ASIDE
6 THE PLEA

7 This plea agreement is based on the understanding that, prior to
8 defendant's sentencing in this case, defendant has not committed or
9 been arrested for any offense not known to the Government prior to
10 defendant's sentencing. This plea agreement is further based on the
11 understanding that defendant has committed no criminal conduct since
12 defendant's arrest on the present charges, and that defendant will
13 commit no additional criminal conduct before sentencing. If defendant
14 has engaged in or engages in additional criminal conduct during this
15 period, or breaches any of the terms of any agreement with the
16 Government, the Government will not be bound by the recommendations
17 in this plea agreement, and may recommend any lawful sentence. In
18 addition, at its option, the Government may move to set aside the
19 plea.

20 XIII

21 COOPERATION

22 A. Defendant has expressed a desire to provide substantial
23 assistance to the Government in the investigation and prosecution of others,
24 after entering his/her guilty plea. The Government has made no evaluation
25 whether the cooperation, if any, will be "substantial," or whether it will
26 merit a downward departure from the Sentencing Guidelines. Nevertheless,
27 the Government does acknowledge that defendant has already provided
28 information to Government officials, and that such information has been of
some assistance.

Def. Initials 

1 B. Defendant agrees to be interviewed by federal law enforcement
2 agents and attorneys and any other law enforcement authorities as may be
3 designated by the U.S. Attorney's Office for the Southern District of
4 California, and to tell everything defendant knows about every person
5 involved presently or in the past in corruption of public officials,
6 firearms offenses, as well as other violations of law. Defendant also
7 agrees to produce all documents and other evidence in defendant's possession
8 or control related to these violations.

9 C. Defendant agrees not to do any undercover work or tape record any
10 conversations or gather evidence unless instructed by the U.S. Attorney's
11 Office for the Southern District of California. Defendant can be prosecuted
12 for any criminal activity undertaken without instructions.

13 D. Defendant agrees to provide statements under penalty of perjury
14 and to testify before any federal or state grand jury, and at any pretrial,
15 trial or post-trial proceedings. Defendant will provide complete, truthful
16 and accurate information and testimony. Defendant agrees to submit to a
17 polygraph examination to test the truthfulness of defendant's statements,
18 upon request by the Government.

19 E. The Government agrees that, if defendant fully complies with this
20 plea agreement, it will not make use of any statements made by defendant
21 during the period of post-plea cooperation in any further prosecution of
22 defendant for any offense, or in defendant's sentencing as provided in
23 Guideline § 1B1.8. If defendant does not fully comply with this plea
24 agreement, all statements made by defendant before, during and after this
25 plea agreement, and any leads or evidence derived from such statements can
26 be used against defendant and are admissible in court.

27
28
Def. Initials 

1 F. Statements made by defendant pursuant to this plea agreement are
2 not statements "made in the course of any proceedings under Rule 11 of the
3 Federal Rules of Criminal Procedure" and are not statements "made in the
4 course of plea discussions."

5 G. If the United States Attorney's Office decides that defendant has
6 provided substantial assistance, and has fully complied with this plea
7 agreement, it will file a motion for a downward departure under 18 U.S.C.
8 § 3553, or § 5K1.1 of the Sentencing Guidelines. Defendant acknowledges
9 that even if the Government makes a motion, the Court may reject the
10 Government's motion and recommendation for departure and refuse to depart
11 downward, and defendant would not be allowed to withdraw his/her guilty
12 plea.

13 H. The Government agrees to recommend that sentencing be delayed until
14 defendant has completed his cooperation as determined by the Government.

15 I. If the United States Attorney's Office decides to make a
16 substantial assistance motion, it will inform the sentencing judge of: (1)
17 this plea agreement; (2) the nature and extent of defendant's activities in
18 this case; (3) the full nature and extent of defendant's cooperation with
19 the Government and the date when such cooperation commenced; and (4) all
20 information in the possession of the Government relevant to sentencing.

21 J. If defendant provides materially false, incomplete, or misleading
22 testimony or information, or breaches this plea agreement in any other way,
23 the Government may prosecute defendant in connection with all federal
24 criminal violations of which it is aware, including
25 false statements, perjury and obstruction of justice, and defendant's
26 sentencing guidelines may be adjusted for making false statements (e.g.,
27 § 3C1.1 and § 3E1.1). In addition, the Government may move to set aside
28 this plea agreement, and prosecute defendant on all charges in the

Def. Initials 

1 indictment in this case. However, if the Government elects not to set aside
2 the plea agreement, defendant agrees that the Government may recommend any
3 lawful sentence without restriction by this plea agreement. Any prosecution
4 and sentence resulting from a breach of this plea agreement may be based on
5 information provided by defendant.

6 XIV

7 ENTIRE AGREEMENT

8 This plea agreement embodies the entire plea agreement between
9 the defendant and the U.S. Attorney's Office for the Southern District
10 of California.

11 XV

12 MODIFICATION OF AGREEMENT MUST BE IN WRITING

13 No modification of this plea agreement shall be effective unless
14 in writing signed by all parties.

15 XVI

16 DEFENDANT AND COUNSEL FULLY UNDERSTAND AGREEMENT

17 By signing this plea agreement, defendant certifies that
18 defendant has read it (or that it has been read to defendant in
19 defendant's native language). Defendant has discussed the terms of
20 this plea agreement with defense counsel and fully understands its
21 meaning and effect.

22 //

23 //

24 //

25
26
27
28
I hereby attest and certify on 9/10/03
That the foregoing document is a full, true and correct
copy of the original on file in my office and in my legal
custody.

CLERK, U.S. DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA

[Signature] Deputy

Def. Initials [Signature]

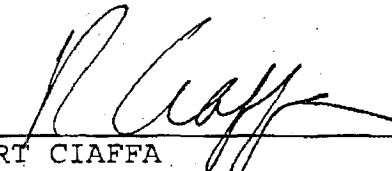
XVII

DEFENDANT SATISFIED WITH COUNSEL

Defendant has consulted with counsel and is satisfied with counsel's representation.

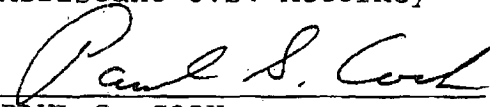
DATED

9-7-03


ROBERT CIAFFA
Assistant U.S. Attorney

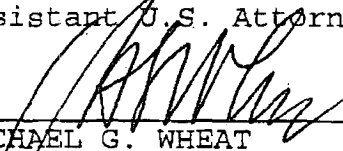
DATED

9/7/03


PAUL S. COOK
Assistant U.S. Attorney

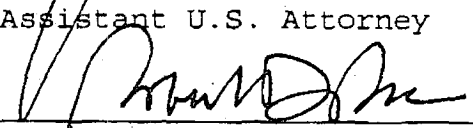
DATED

9/7/03


MICHAEL G. WHEAT
Assistant U.S. Attorney

DATED

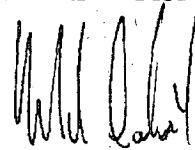
9/7/03


ROBERT D. ROSE
Attorney for Defendant

IN ADDITION TO THE FOREGOING PROVISIONS TO WHICH I AGREE, I SWEAR UNDER PENALTY OF PERJURY THAT THE FACTS IN THE "FACTUAL BASIS" PARAGRAPH ABOVE ARE TRUE.

DATED

9-7-03


MICHAEL D. GALARDI
Defendant

Def. Initials _____



Minutes of the United States District Court

Southern District of California

2003CR02434-JM

Monday, September 8, 2003

For the Honorable: Jeffrey T. Miller District Judge

Deputy Clerk: Laura Barkins Court Reporter/ECR: Debra Henson

On Calendar:

2003CR02434-JM

USA vs.

(4)MICHAEL GALARDI (R)

MTD: 11-07-2003

Lang Booking #

86050198 (4) By:

Paul S. Cook AUSA

619 557-5610

Michael G. Wheat AUSA

619 557-5610

DISPOSITION HRG (4)

Minutes:

ATTORNEY BOB ROSE GENERALLY APPEARING FOR DEFENDANT

FILED PLEA AGREEMENT

CHANGE OF PLEA TO GUILTY TO COUNT 1 OF THE INDICTMENT

REFERRED TO PROBATION FOR PRESENTENCE REPORT

PO REPORT AND SENTENCING HEARING SET FOR 1-05-04 @ 9:00AM

STATUS HEARING DATE OF 9-18-03 IS VACATED

MOTION HEARING/TRIAL SETTING DATE OF 10-23-03 IS VACATED AS TO DEFENDANT MICHAEL GALARDI

9/10/03
I hereby attest and certify on
That the foregoing document is a full, true and correct
copy of the original on file in my office and in my legal
custody.

CLERK, U.S. DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA

By

United States District Court
Southern District of California

UNITED STATES OF AMERICA,)
)
Plaintiff,)
)
v.) 03-CR-2434 JM
) Disposition
MICHAEL GALARDI,)
) Monday, September 8, 2003
Defendant.)
)

Before the Honorable Jeffrey T. Miller
United States District Judge

Appearances:

For the Plaintiff: Carol Lam
UNITED STATES ATTORNEY
By: Paul Cook
Michael Wheat
Robert Chiaffa
ASSISTANT U.S. ATTORNEYS
880 Front Street, Suite 6293
San Diego, CA 92101

For the Defendant: Robert D. Rose, Esq.
Sheppard Mullin Richter & Hampton
501 W. Broadway, 19th Floor
San Diego, CA 92101

Official Court Reporter: Debra M. Henson, CSR, RPR
U.S. Courthouse
940 Front Street, Suite 3142
San Diego, CA 92101
(619) 238-4538

Record produced by stenographic reporter

1 San Diego, California - Monday, September 8, 2003

2 THE COURT: Good afternoon, ladies and gentlemen.

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 MR. WHEAT: Michael Wheat, Paul Cook, and Robert
7 Chiaffa for the United States, your Honor. We're ready.

8 MR. COOK: Good afternoon.

9 THE COURT: Good afternoon.

10 MR. ROSE: Good afternoon, your Honor. Robert Rose
11 of Sheppard, Mullin, Richter, and Hampton on behalf of Mr.
12 Galardi, who is present on bond.

13 THE COURT: Good afternoon, gentlemen. Let me have
14 just a moment, please. All right. Are you ready to proceed?

15 MR. ROSE: We are, your Honor. For the record,
16 your Honor, I'm making a general appearance for Mr. Galardi.

17 THE COURT: All right.

18 THE CLERK: Is Michael Galardi your true name?

19 THE DEFENDANT: Yes.

20 THE CLERK: Do you now desire to withdraw your
21 former plea of not guilty to Count 1 of the indictment, which
22 charged you with conspiracy to commit wire fraud and to now
23 plead guilty?

24 THE DEFENDANT: Yes.

25 THE CLERK: How do you now plead to Count 1 of the

1 indictment, guilty or not guilty?

2 THE DEFENDANT: Guilty.

3 THE CLERK: Counsel, do you waive reading of the
4 count?

5 MR. ROSE: Yes, we'll waive.

6 THE CLERK: Would you please raise your right hand
7 to be sworn. Do you solemnly swear that the evidence you
8 shall give in the cause now before the Court shall be the
9 truth, the whole truth, and nothing but the truth?

10 THE DEFENDANT: Yes.

11 THE CLERK: Thank you.

12 THE COURT: All right. Mr. Galardi, good
13 afternoon, sir. You have just taken the oath to tell the
14 truth. You are now testifying under penalty of perjury and
15 must give the Court truthful answers. If for any reason you
16 do not understand anything I say, please tell me and I will
17 be happy to explain further to you. All right, sir?

18 THE DEFENDANT: Yes, sir, your Honor.

19 THE COURT: All right. Sir, how old are you?

20 THE DEFENDANT: Forty-one.

21 THE COURT: How many years of schooling have you
22 completed in total?

23 THE DEFENDANT: Fourteen.

24 THE COURT: Your country of citizenship is --

25 THE DEFENDANT: -- United States

1 THE COURT: Sir, I'm going to advise you of your
2 constitutional rights in this case; they are as follows.
3 First of all, you have the right to continue or persist with
4 your plea of not guilty in this case. You have the right to
5 the assistance of counsel, meaning your attorney, Mr. Rose,
6 at all times in this case, including the time of trial if the
7 matter were to proceed to trial, the right to a public and a
8 speedy trial, the right to trial by jury, or you may give up
9 your right to a jury trial and have your case tried to a
10 judge sitting without a jury. You have the right to
11 cross-examine and confront witnesses through counsel, the
12 right to present a defense, that is, evidence, and to have
13 witnesses subpoenaed on your own behalf, that is, summoned to
14 the courtroom to testify for you. You also have the right
15 against compelled self-incrimination, which means you cannot
16 be called to testify as a witness at any time in this case,
17 including the time of trial if the matter were to proceed to
18 trial against you, unless it were your decision to testify;
19 and furthermore, the government could you not comment on your
20 silence, that is, the government could not comment on any
21 decision you might make not to testify. Do you understand
22 that you have each and every one of these rights in this
23 case?

24 THE DEFENDANT: Yes, sir, your Honor.

25 THE COURT: Having in mind these rights, is it your

1 desire to give up these rights in order to plead guilty to
2 Count 1 of the indictment in this case charging you with
3 conspiracy to commit wire fraud?

4 THE DEFENDANT: Yes, sir, your Honor.

5 THE COURT: Do you understand that if you plead
6 guilty to that charge, there will be no trial?

7 THE DEFENDANT: Yes, sir, your Honor.

8 THE COURT: All right. Mr. Rose, have you
9 explained the elements of the offense and the maximum
10 statutory penalties for it to your client?

11 MR. ROSE: Yes, I have.

12 THE COURT: In your view does he understand what
13 they are?

14 MR. ROSE: I believe he does.

15 THE COURT: All right. Sir, I would advise you
16 that if this charge were to proceed to trial against you,
17 then the government would have to prove by evidence beyond a
18 reasonable doubt before you could be found guilty that at the
19 time mentioned in Count 1 of the indictment in this case and
20 here within the Southern District of California, you
21 conspired, that is, you agreed with at least one other
22 person, and one of the members of the conspiracy performed an
23 overt act for the purpose of carrying out the conspiracy, or
24 the agreement; two, to devise a scheme or plan to deprive
25 another person of his right to honest services; and in that

1 carrying out such scheme or plan, the use of an interstate
2 wire communication was reasonably foreseeable.

3 Do you understand that those are the things, the
4 elements, the government would have to prove at the time of
5 trial before you could be found guilty if this matter did
6 proceed to trial?

7 THE DEFENDANT: Yes, sir, your Honor.

8 THE COURT: You've discussed those matters
9 previously with your attorney?

10 THE DEFENDANT: Yes, sir, your Honor.

11 THE COURT: I would also advise you the maximum
12 statutory penalties for this charge are as follows: A
13 maximum of five years in prison, a maximum \$250,000 fine, and
14 a \$100 special assessment. Do you understand those to be the
15 maximum statutory penalties that apply?

16 THE DEFENDANT: Yes, sir, your Honor.

17 THE COURT: Have you discussed those with counsel
18 as well?

19 THE DEFENDANT: Yes, sir, your Honor.

20 THE COURT: All right. I would further advise you,
21 Mr. Galardi, that after you have completed any custodial
22 sentence that might be imposed in this case, you would be
23 placed on a period of supervised release not to exceed three
24 years with conditions, and if you were to violate any
25 condition of supervised release, that could result in a loss

1 of your supervised release and your return to custody for all
2 or a part of that term; do you understand that?

3 THE DEFENDANT: Yes, sir, your Honor.

4 THE COURT: All right. So far, Mr. Galardi, we've
5 been discussing maximum statutory penalties, but I would
6 advise you that any sentence to be imposed in this case will
7 be controlled by United States law and sentencing guidelines
8 adopted under that law. Have you discussed with Mr. Rose the
9 sentencing guidelines and how they apply to your case?

10 THE DEFENDANT: Yes, sir, your Honor.

11 THE COURT: Mr. Rose, you've indeed discussed the
12 application of the sentencing guidelines with your client?

13 MR. ROSE: We have.

14 THE COURT: All right. Sir, I would further advise
15 you that at this point in time, that is, today when you are
16 pleading guilty to this charge, that neither this Court nor
17 your attorney can tell you what the precise sentencing range
18 is for your case, and that neither this uncertainty we have
19 today nor any disappointment you might feel once that range
20 is determined at the time of sentencing would be a basis for
21 you to withdraw your plea of guilty; do you understand that?

22 THE DEFENDANT: Yes, sir, your Honor.

23 THE COURT: I would further advise you that these
24 guidelines I've referred to are basically binding on this
25 Court unless this Court has good reason to depart from the

1 guidelines; that if the sentence is more severe than you have
2 expected, that would still not be a basis for you to withdraw
3 your plea of guilty; that this Court is not bound by any
4 sentencing recommendations the attorneys may make to the
5 Court nor by any estimates or predictions from your attorney
6 to you concerning how much custodial time you could receive;
7 and further, that if this Court determines not to accept a
8 recommendation from counsel for sentencing, that would still
9 not be a basis for you to withdraw your plea of guilty; do
10 you understand those things as well?

11 THE DEFENDANT: Yes, sir, your Honor.

12 THE COURT: All right, sir. Mr. Galardi, you have
13 entered into a plea agreement in this case; is that true?

14 THE DEFENDANT: Yes, sir, your Honor.

15 THE COURT: I do have your plea agreement before
16 me. It does consist of 14 pages and appears to bear your
17 signature on the last page and your initials on the other
18 pages. Did you in fact sign and initial this plea agreement?

19 THE DEFENDANT: Yes, sir, your Honor.

20 THE COURT: Before you did that, did you read it?

21 THE DEFENDANT: Yes, sir, your Honor.

22 THE COURT: Before you signed and initialed this
23 plea agreement, did you fully discuss it with Mr. Rose?

24 THE DEFENDANT: Yes, sir, your Honor.

25 THE COURT: At this time do you have any question

1 about any part of your plea agreement?

2 THE DEFENDANT: No, sir, your Honor.

3 THE COURT: Mr. Rose, to the best of your
4 knowledge, did your client read his plea agreement before he
5 signed and initialed it?

6 MR. ROSE: Yes, sir.

7 THE COURT: And did you fully discuss it with him
8 beforehand as well?

9 MR. ROSE: We did.

10 THE COURT: Do you believe he understands what he
11 has agreed to?

12 MR. ROSE: I do.

13 THE COURT: All right. I do want to cover a few
14 things with you, Mr. Galardi, that are contained in your plea
15 agreement. First of all, I would advise you that your plea
16 agreement contains an appellate waiver, and by that I mean by
17 this agreement you are agreeing to forever give up your right
18 to appeal or in any other way attack or challenge both the
19 conviction resulting from your plea of guilty on this charge,
20 Count 1, as well as any sentence the Court would impose as
21 long as the Court does not impose a custodial sentence that
22 is greater than the high end of the guideline range
23 recommended by the government; is that your understanding as
24 well, sir?

25 THE DEFENDANT: Yes, sir, your Honor.

1 THE COURT: All right. Furthermore, there are
2 certain sentencing calculations that are set forth in this
3 agreement resulting in a total offense level of 15; do you
4 understand that, sir?

5 THE DEFENDANT: Yes, sir, your Honor.

6 THE COURT: All right. And I assume you've had an
7 adequate opportunity to discuss that matter with counsel and
8 to understand how that offense level was arrived at.

9 THE DEFENDANT: Yes, sir, your Honor.

10 THE COURT: All right. Now, in arriving at that
11 total offense level or an adjusted offense level, as it is
12 referred to in this plea agreement, I would advise you that
13 you have agreed that no other adjustments or departures are
14 recommended to the Court, that is, that both you and the
15 government are recommending that no further adjustments or
16 departures either upward or downward be made to the
17 calculations in this agreement except as otherwise may be
18 agreed upon; do you understand that?

19 THE DEFENDANT: Yes, sir, your Honor.

20 THE COURT: All right. Mr. Galardi, have you taken
21 any drugs, medication, alcohol, or any other substance within
22 the last three days that would in any way affect your ability
23 to understand what we are doing today?

24 THE DEFENDANT: No, sir, your Honor.

25 THE COURT: Are you pleading guilty to the charge

1 because in truth and in fact you are guilty and for no other
2 reason?

3 THE DEFENDANT: Yes, sir, your Honor.

4 THE COURT: Have any promises or representations
5 been made to you apart from what is contained in your plea
6 agreement?

7 THE DEFENDANT: No, sir, your Honor.

8 THE COURT: Are you pleading guilty to help any
9 other person besides yourself?

10 THE DEFENDANT: Yes, sir, your Honor.

11 THE COURT: Who would that be, sir? The question
12 is whether you're pleading guilty to help any other person
13 besides yourself.

14 THE DEFENDANT: Oh, no, sir. No, sir. I'm sorry.

15 THE COURT: All right. Are you pleading guilty
16 freely and voluntarily?

17 THE DEFENDANT: Yes, sir, your Honor.

18 THE COURT: Have you received any threats or
19 coercion or any pressure of any other type to enter this plea
20 of guilty?

21 THE DEFENDANT: No, sir, your Honor.

22 THE COURT: Has any member of your family or any
23 other person received any threats or coercion of any type for
24 you to enter into this plea agreement?

25 THE DEFENDANT: No, sir, your Honor.

1 THE COURT: You are aware that certain discussions
2 have taken place between your attorney and the attorneys for
3 the government resulting in this plea agreement?

4 THE DEFENDANT: Yes, sir, your Honor.

5 THE COURT: And is your decision to plead guilty in
6 part based on those discussions and this plea agreement that
7 have resulted from the discussions?

8 THE DEFENDANT: Yes, sir, your Honor.

9 THE COURT: Mr. Rose, in your view is there a
10 meritorious defense to this charge?

11 MR. ROSE: I don't believe there is, your Honor.

12 THE COURT: In your view have any of your client's
13 constitutional rights been violated?

14 MR. ROSE: Not in this case, your Honor.

15 THE COURT: Mr. Galardi, are you satisfied with the
16 representation that you have received from Mr. Rose on this
17 case?

18 THE DEFENDANT: Yes, sir, your Honor.

19 THE COURT: All right. Lastly, I'm going to ask
20 Mr. Rose to make a statement for you advising me of what you
21 did to commit this offense. Would you please listen
22 carefully to the statement Mr. Rose makes for you at this
23 time because I will have some questions for you about that
24 statement and may have reason to ask questions in addition to
25 any factual basis that Mr. Rose relates at this point.

1 Mr. Rose, please.

2 MR. ROSE: Your Honor, reading from the plea
3 agreement at page 3, there are eight paragraphs.

4 1. Between August 2000 and May 14, 2003, defendant
5 owned Cheetahs, an adult nude entertainment establishment,
6 located in San Diego, California.

7 2. The no-touch provision of the San Diego Nude
8 Entertainment Business Ordinance was causing financial damage
9 to business at Cheetahs.

10 3. Between January 2001 and March 2003, defendant
11 agreed with Lance Malone, John D'Intino, and others to give
12 money to a San Diego police officer working in an undercover
13 capacity in order to corruptly influence him in the
14 performance of his official duties, specifically to obtain
15 advance information of police department vice raids at
16 Cheetahs.

17 4. Between August 2000 and May 14, 2003, defendant
18 agreed with Lance Malone, John D'Intino, and others to cause
19 Ralph Inzunza, Charles Lewis, and Michael Zucchet to conceal,
20 disguise, and fail to disclose material information to the
21 City of San Diego, its city council, and its citizens.

22 5. Between August 2000 and May 14, 2003, the
23 defendant agreed with Lance Malone, John D'Intino, and others
24 to pay money to Ralph Inzunza, Charles Lewis, and Michael
25 Zucchet in order to corruptly influence them in the

1 performance of their official duties, specifically to advance
2 the repeal of the no-touch provision.

3 6. Between August 2000 and May 14, 2003, the
4 defendant and others on his behalf directed employees of
5 Cheetahs, adult entertainers, and others to write checks to
6 various San Diego City Council candidates.

7 7. Between August 2000 and May 14, 2003, the
8 defendant and others on his behalf unlawfully reimbursed
9 straw contributors in order to disguise the true source of
10 the money and circumvent campaign financial reporting
11 requirements.

12 Finally, 8. Between October 2000 and November
13 2002, the defendant paid for travel, lodging, and
14 entertainment expenses in Las Vegas, Nevada, for defendant
15 Lewis.

16 THE COURT: Mr. Galardi, did you hear the facts as
17 recited by Mr. Rose just now?

18 THE DEFENDANT: Yes, sir, your Honor.

19 THE COURT: And is that a true and correct
20 recitation of the facts forming the factual basis for your
21 plea?

22 THE DEFENDANT: Yes, sir, your Honor.

23 THE COURT: And do you accept that statement or
24 that recitation as your own?

25 THE DEFENDANT: Yes, sir, your Honor.

1 THE COURT: Do you also agree, Mr. Galardi, that in
2 carrying out the agreement or the conspiracy in this case
3 that the use of an interstate wire communication was
4 reasonably foreseeable?

5 THE DEFENDANT: Yes, sir, your Honor.

6 THE COURT: Is the government satisfied with the
7 factual basis?

8 MR. WHEAT: Your Honor, the United States is
9 satisfied.

10 THE COURT: At this time the Court will find that
11 the plea of guilty of Mr. Galardi to Count 1 of the
12 indictment in this case, conspiracy to commit wire fraud, is
13 knowing, intelligent, voluntary, and express with a full
14 understanding of the nature of the charge, his constitutional
15 rights, the consequences of his plea of guilty, and that
16 there is a factual basis for the plea. May we please have
17 Mr. Galardi rearraigned.

18 THE CLERK: Now that you have been advised of your
19 rights, the charge against you, and the possible sentence,
20 how do you now plead to Count 1 of the indictment charging
21 you with 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

1 entered at this time. We will set the matter for sentencing,
2 and a presentence report is ordered.

3 THE CLERK: Sentencing will be set for January 5,
4 2004, at 9 a.m.

5 THE COURT: Sentencing is set for January 5 of
6 2004, Mr. Galardi, at 9 a.m. I would order that you return
7 to this courtroom at that time without further notice to you
8 from the Court; do you understand that you must be here at
9 that time?

10 THE DEFENDANT: Yes, sir, your Honor.

11 THE COURT: Furthermore, I'm going to request that
12 you confer with Probation Officer Mr. Reinhardt, standing
13 just to my left here, who will have some further information
14 for you concerning reporting to probation. And with respect
15 to Mr. Galardi's interim status, Mr. Wheat?

16 MR. WHEAT: Your Honor, we're satisfied that the
17 conditions of release that have previously been set should
18 remain in effect. Judge Burns has set a status date of
19 Thursday, the 18th of September, for status of counsel. We
20 move to vacate that date in light of Mr. Rose's general
21 appearance today.

22 THE COURT: All right. Very well. That date is
23 vacated, the day of September 18, before Judge Burns. And
24 pending further proceeding and further order of the Court,
25 Mr. Galardi, you will remain on bond with all of the terms

1 and conditions of your bond remaining in full force and
2 effect; do you understand that, sir?

3 THE DEFENDANT: Yes, sir, your Honor.

4 THE CLERK: Your Honor, he was also given a date of
5 October 23 to appear, at nine o'clock.

6 THE COURT: All right. That date of October 23
7 then is taken off calendar with respect to you; you need not
8 appear on that date. That is still, however, a viable date
9 for other parties in the case, Mr. Galardi. Counsel,
10 anything further?

11 MR. WHEAT: Nothing further, your Honor.

12 THE COURT: Okay.

13 MR. WHEAT: Thank you.

14 MR. ROSE: Thank you.

15 (The proceedings were concluded.)
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25

1 Certificate of Reporter

2

3 I hereby certify that I am a duly appointed, qualified, and

4 acting Official Court Reporter for the United States District

5 Court; that the foregoing is a true and correct transcript of

6 the proceedings had in the mentioned cause on the date or

7 dates listed on the title page of the transcript; and that

8 the format used herein complies with the rules and

9 requirements of the United States Judicial Conference.

10

11 Dated this 10th day of September, 2003, at San

12 Diego, California.

13

14 

15 Debra M. Henson

16 Official Court Reporter

17

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City of Las Vegas

Agenda Item No.: 66

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: DECEMBER 3, 2003****DEPARTMENT: CITY ATTORNEY****DIRECTOR: BRADFORD R. JERBIC**☐**CONSENT**☒**DISCUSSION****SUBJECT:**

Discussion and possible action regarding Assignment of Sportspark Management Agreement to American Sport Park, LLC and other matters pertaining thereto (1400 North Rampart Boulevard)
- Ward 4 (Brown)

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

Sportspark Agreement dated July 14, 1997

Submitted after final agenda – Assignment and Assumption of Development Agreement

MOTION:**BROWN – APPROVED – UNANIMOUS with MACK excused****MINUTES:**

DEPUTY CITY ATTORNEY TOM GREEN explained that this is similar to the recently approved assignment of the Sportspark Management Agreement to Great American Capital. That substantial company has been in business for a long time in both Las Vegas and Southern California. That company has now requested the contract be reassigned to a limited liability company with the same principals. The only concern would be loss of the backing of the original company. The original company agreed to execute a guarantee that they will step forward and perform in the event of a failure by the limited liability company. Based on that guarantee, he would recommend approval.

There was no further discussion.

(10:30 – 10:31)

1-3048

ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT AGREEMENT

By this ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT AGREEMENT (this "Assignment"), Great American Capital, a Nevada corporation ("Assignor"), American Sport Park, LLC., a Nevada limited liability company ("Assignee"), and the City of Las Vegas, a municipal corporation of the State of Nevada ("City"), covenant, represent, warrant, and agree as follows.

I.

Recitals

1.1 Development Agreement. Pursuant to the terms of the Las Vegas Sportspark Development and Management Agreement as amended from time to time (the "Development Agreement") made the 14th day of July, 1997 between Las Vegas Sportspark, LLC., a Nevada limited liability company ("Sportspark") and the City of Las Vegas (the "City"), Sportspark acquired from the City certain rights to operate the premises known as the Las Vegas Sportspark (the "Premises").

1.2 Assignment of Development Agreement. The Development Agreement was assigned to Assignor pursuant to the Assignment of Executory Contract Pursuant to Order of the Bankruptcy Court under 11 U.S.C. § 365 dated December 5, 2003, which assignment was approved by the City on November 19, 2003.

1.3 Further Assignment of Development Agreement. Assignor desires to assign the Development Agreement to Assignee, which is an affiliate of Assignor, and Assignee desires to acquire all of Assignor's right, title, and interest in, to, and under the Development Agreement.

1.4 City Consent. The parties acknowledge that the Assignment is subject to the approval of the City and that in giving its consent, as hereinafter provided, the City will be relying on the agreement by Assignor that Assignor guarantees to the City the full performance by Assignee of Sportspark's obligations to the City under the Development Agreement.

II.

Agreement

Therefore, for good and valuable consideration, the receipt and adequacy of which are acknowledged, Assignor and Assignee agree as follows.

2.1 Assignment. Assignor hereby assigns to Assignee all of Assignor's right, title, and interest in and to the Development Agreement effective the 5th day of December, 2003 (the "Effective Date").

2.2 Assumption. Assignee hereby accepts all the right, title, and interest of Assignor in and to the Development Agreement and hereby undertakes, assumes, and agrees to perform all covenants, obligations, and duties of Assignor contained in the Development Agreement.

2.3 Guarantee. Assignor hereby guarantees to the City the full performance by Assignee (or failing to so perform, then full performance by Assignor), of all covenants, obligations, and duties of Sportspark contained in the Development Agreement.

2.4 City Consent. The City hereby consents to this Assignment upon the terms and conditions set forth in this Agreement.

III.

Miscellaneous

3.1 Successors and Assigns. This Assignment shall be binding upon and shall insure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, or assigns, as the case may be. The rights and obligations of Assignor and Assignee hereunder shall not be further assigned without the consent of the City.

3.2 Counterparts. This Assignment may be executed in any number of counterparts confirmed by facsimile signatures transmitted by telephone, each of which shall be deemed a duplicate original.

3.3 Attorneys' Fees. In the event either party hereto institutes an action or other proceeding to enforce any rights arising under this Assignment, the party prevailing in such action or other proceeding shall be paid all reasonable costs and attorneys' fees by the other party, such fees to be set by the court and not by a jury and to be included in any judgment entered in such proceeding.

3.4 Notices. Any notice or communication to be given under the terms of this Assignment (a "Notice") shall be in writing and shall be personally delivered or sent by facsimile, overnight delivery, or registered or certified mail, return receipt requested. Notice shall be effective: (i) if personally delivered, when delivered; (ii) if by facsimile, on the day of transmission thereof on a proper facsimile machine with confirmed answerback; (iii) if by overnight delivery, the date after delivery thereof to a reputable overnight courier service; and (iv) if mailed, at midnight on the third business day after deposit in the mail, postage prepaid. Notices shall be addressed as follows:

If to Assignor:

Great American Capital
8687 West Sahara Avenue, suite 201
Las Vegas, Nevada 89117
attn: Haskel Iny
Fax: (702) 255-1126

If to Assignee: American Sport Park, LLC.
8687 West Sahara Avenue, suite 201
Las Vegas, Nevada 89117
attn: Haskel Iny
Fax: (702) 255-1126

or at such other address as a party may from time to time designate by Notice hereunder.

3.5 Severability. The invalidity or illegality of any provision, term, or agreement contained in or made a part of this Assignment shall not affect the validity of the remainder of this Assignment.

3.6 Entire Agreement. This Assignment is the sole expression of the parties' intent and expectations and contains all of the terms agreed upon by the parties with respect to the subject matter hereof and there are no representations or understandings between the parties except as provided herein. This Assignment may not be amended or modified in any way except by a written amendment to this Assignment duly executed by the parties.

3.7 Waiver. No waiver of a breach of, or default under, any provision of this Assignment shall be deemed a waiver of such provision or of any subsequent breach or default of the same or similar nature or of any other provision or condition of this Assignment.

3.8 Applicable Law. This Assignment shall be governed by and construed (both as to validity and performance) and enforced in accordance with the laws of the State of Nevada.

3.9 Disclosure of Principals. Pursuant to Resolution R-105-99 adopted by the City Council on November 17, 1999, Assignor and Assignee warrant that the principals, including partners, of both Assignor and Assignee, as well as all persons and entities holding more than a 1% interest in Assignor and Assignee, or any principal of Assignor and Assignee are Yoel Iny, Noam Schwartz, Haskel Iny and Ronnie Schwartz. Throughout the term hereof, Assignee shall within fifteen (15) days notify City in writing of any material change in the above disclosure.

DATED this 5th day of December, 2003.

ASSIGNOR

Great American Capital,
a Nevada corporation


Name: Ronnie Schwartz
Title: Vice President

LAS VEGAS SPORTSPARK DEVELOPMENT AND MANAGEMENT AGREEMENT

THIS DEVELOPMENT AND MANAGEMENT AGREEMENT (Agreement) is made and entered into as of this 14th day of July, 1997 by and between the City of Las Vegas, a municipal corporation of the State of Nevada (City), and Las Vegas Sportspark, Ltd., a Nevada limited liability corporation (Contractor).

SECTION 1 RECITALS

WHEREAS Bruce Trent Park (Park) is situated in the City on approximately 28 acres on the east side of Rampart Boulevard between Vegas Drive and Summerlin Parkway; the Park is part of a 320 acre regional park site which was the subject of patent number 27-96-0031 (Patent) granted by the United States Department of the Interior, Bureau of Land Management (BLM) to the City on May 22, 1996; and the Patent contains conditions subsequent which, in essence, require the City to use the underlying land for recreational and public purposes in accordance with the federal Recreational and Public Purposes Act, 43 U.S.C. Secs. 869 - 869-4 (RPP Act); and

WHEREAS the Patent was issued to the City after a legal opinion dated January 31, 1996 was rendered by Frank Wilson, Assistant Regional Solicitor for the United States Department of the Interior, Pacific Southwest Region, (hereinafter "Solicitor's Opinion") attached hereto as Exhibit A; and

WHEREAS the City, in the late 1980s, retained the Las Vegas firm of VTN Engineering to work extensively with City staff and prepare a detailed design report (VTN Report) for the entire Park site; the VTN Report outlined a development plan consisting of three phases; the first phase, which was constructed by the City on approximately 10 acres, provided for a neighborhood park, including a playground and picnic area, jogging and walking paths, tennis courts, parking and other amenities; the final two phases included plans for a community park featuring a multi-sports complex, additional parking, food and beverage operations, a pro shop, administrative offices and other related facilities and services; and BLM subsequently approved the development plan for the entire 320 acre regional park site, including those elements set forth above for the Park; and

WHEREAS the final two phases of planned development for the Park were never developed due to the shortage of available capital for the construction of public recreational projects in Las Vegas; the Mayor of Las Vegas and the members of the Las Vegas City Council recognize the need to provide their community with more recreational facilities; and they have encouraged City staff to explore options for initiatives with the private sector which minimize the City's cost to construct these expensive projects and fill such void in a more timely manner; and

WHEREAS Contractor, based upon the Solicitor's Opinion and the substantial need for public recreational projects in Las Vegas, submitted an unsolicited proposal on July 25, 1996 to the City

CERTIFIED AS A TRUE COPY

Sandra R. LeBoeuf
CITY CLERK, CITY OF LAS VEGAS
NEVADA
(571/434)
8-19-97

By: Sandra R. LeBoeuf
Chief Deputy City Clerk

to develop and operate Las Vegas Sportspark (as defined below) on the undeveloped portion of the Park, attached hereto as Exhibit B; and

WHEREAS Las Vegas Sportspark will incorporate most elements of the final two phases of development that were planned for the Park almost a decade ago; the project will also include additional features suggested by City staff and accepted by Contractor after it submitted the initial unsolicited proposal; and Las Vegas Sportspark will provide the residents of this community with quality-built, urgently needed recreational facilities and services at no cost to the taxpayers; and

WHEREAS in a letter dated August 19, 1996, City requested that BLM review Contractor's unsolicited proposal dated July 25, 1996 to determine if the proposal conforms to the BLM's approved City development plan for Bruce Trent Park and whether the proposal is compatible with the conditions of the Patent and federal laws, attached hereto as Exhibit C; and

WHEREAS in a letter dated September 25, 1996, the BLM, through Mark Chatterton, Assistant District Manager for Non-Renewable Resources, responded to the City's request, and concluded, after preliminary review of the proposal, that the proposal fit the guidelines of the R&PP Act, attached hereto as Exhibit D; and

WHEREAS on October 16, 1996, the Las Vegas City Council authorized its staff to negotiate a development and management agreement with Contractor based on Contractor's revised unsolicited proposal, attached hereto as Exhibit E; and

WHEREAS this Agreement contains provisions to ensure that the City retains control over the land in the Park and the uses therein and the City retains clearly defined authority to oversee development and operations in the Park in accordance with the relevant findings contained in the Solicitor's Opinion, including specific contract requirements, attached hereto as Exhibit F; and

WHEREAS the City finds that the proposed use of the Park site contemplated in this Agreement serves the best interests of the residents of this community;

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, the parties hereto enter into this Agreement.

SECTION 2 PURPOSE

Subject to the BLM's amendment of the Patent Plan of Development to incorporate this Agreement and the provisions set forth below, City hereby grants to Contractor, through its rights, title and interest in and to that certain real property (Premises) situated in Bruce Trent Park and more particularly described in Exhibit G attached hereto, the exclusive right and license to use the Premises to design, construct, operate, maintain and further improve, at Contractor's sole cost and

expense, three softball fields, one ice skating rink and one roller skating rink (with the ability to add 2 more rinks of similar size as contemplated in the site plan) which may utilize additional interior sport surfaces, and other related facilities and services as set forth in Contractor's fourth revised unsolicited proposal submitted to the City on March 17, 1997 (hereinafter "Final Proposal") and attached hereto as Exhibit H. The "Primary Development Project", also referred to as "Sportspark", includes all elements contained in the Final Proposal as well as all site plans, elevations and other documents describing Sportspark contained in or attached to this Agreement. If any portion of the Premises remains undeveloped, City may consent to grant Contractor the right to develop and manage such other recreational facilities and services as City deems appropriate. Contractor will use the Premises to construct and operate the Primary Development Project and shall not use the Premises for purposes other than those specified in the Final Proposal without the consent of the City Council.

SECTION 3 PERIOD OF AGREEMENT

The period of this Agreement, unless terminated earlier pursuant to other provisions herein, shall be for a period of 50 years and commence on that date when the Premises are open to the public for business (hereinafter "Commencement Date"). When the Commencement Date is established, City and Contractor shall execute a memorandum confirming the Commencement Date and such memorandum shall be attached hereto as Exhibit I. At the expiration of the term of this Agreement, City shall take title to and possession of the structures and fixtures and Contractor shall retain title to and possession of and remove all non-attached equipment prior to the date that expiration takes effect without any additional consideration to Contractor.

SECTION 4 LAND LICENSE FEES

Contractor shall pay City an annual land license fee beginning in the calendar year of the Commencement Date and based on the payment schedule set forth in the table below:

Year 1 -- \$5,000, pro-rated
Year 2 -- \$6,000 or 1% of gross revenues, whichever is higher
Year 3 -- \$7,000 or 1% of gross revenues, whichever is higher
Year 4 -- \$8,000 or 1.1% of gross revenues, whichever is higher
Year 5 -- \$9,000 or 1.2% of gross revenues, whichever is higher
Years 6-10 -- \$10,000 or 1.2% of gross revenues, whichever is higher
Years 11-15 -- \$12,500 or 1.25% of gross revenues, whichever is higher
Years 16-20 -- \$15,000 or 1.25% of gross revenues, whichever is higher
Years 21-25 -- \$17,500 or 1.25% of gross revenues, whichever is higher
Years 26-end of term -- \$20,000 or 1.25% of gross revenues, whichever is higher

Each annual land license fee payment shall be made on or before the 31st day of January following the completion of the calendar year as set forth in the table above. Such payment shall be accompanied by a written statement prepared by an independent certified public accountant which provides the Gross Revenues for such calendar year.

"Gross Revenues" shall include the sum of all revenues received by Contractor, or any of its contractors or subcontractors, from sales made and services provided on the Premises less the sum of any refunds or rebates provided to customers and the amount of all sales and use taxes which have to be accounted for to any state and local governmental agency. Gross Revenues shall not include funds retained by independent operators of pay phones and vending and other machines; funds received as payment for claims regarding lost or damaged products; and funds received from sales of trade fixtures or other personal property not sold in the ordinary course of Contractor's business.

City may pay for and cause an audit to be performed of Contractor's statement of Gross Revenues for the preceding calendar year. Contractor shall make available to City's auditor any books, receipts, records or other documents regarding the Contractor's operations on the Premises which such auditor reasonably deems necessary to complete such audit. All such documents so provided shall be treated confidentially to the extent allowed by law. The failure of the Contractor or any of his agents or subcontractors to maintain complete records of gross revenues generated from use of or sales connected with the Premises shall be regarded as a breach of this Agreement.

SECTION 5 PLANS

Prior to the commencement of construction and within 120 days after receipt of written notice that the BLM has amended the Patent Plan of Development to incorporate this Agreement, Contractor shall provide City with final plans and specifications for the Primary Development Project. Such plans and specifications shall be prepared by an architect or engineer, as required by law, who complies with all licensing and registration requirements of the State of Nevada. The final plans and specifications shall conform substantially to the preliminary site and building plans and exterior elevations attached hereto as Exhibit J; provide for a qualitative standard of construction that is similar to or greater than such standards set forth in the VTN Engineering Preliminary Design Report dated April 23, 1990; and be in sufficient detail to provide for adequate control of the materials and processes in order to assure that the development conforms to good building practices and satisfies all of the applicable state and local construction requirements.

City agrees, at Contractor's expense, to process all permits and approvals through its express plans check program, provided that Contractor complies with all requirements established for such program. City shall use its best efforts to complete its review of the plans and specifications in a prompt manner. Any disapproval by City shall state the reason for such disapproval and state the changes required to obtain City approval. After City approves the final plans and specifications, a copy thereof shall be attached hereto as Exhibit K. After the completion of construction of the Primary Development Project, Contractor shall provide City with one copy of as-built drawings of

each structure erected and each utility line installed. Further, Contractor shall provide City with complete drawings or details of any substantial additions, modifications, or repairs undertaken at the Premises following the initial construction.

SECTION 6 CONSTRUCTION

No construction may be commenced until the final plans and specifications have been approved by City and all construction shall conform thereto. Contractor shall provide all notices required as a result of such construction and comply with all applicable laws and regulations regarding the Premises and the construction thereon. Contractor shall obtain all permits and licenses required by this construction. City shall use its best efforts and cooperate with Contractor's attempts to obtain such permits and licenses and City shall waive any charges or fees associated with the issuance of any City building permits.

Contractor shall provide to City, at least 15 days before the commencement of construction, performance and payment security in the form of either (a) a deposit in cash; (b) a bank letter of credit or a construction escrow account in a manner and from an institution which the City approves; or (c) a performance and payment bond written by a corporate surety licensed to do business in the State of Nevada.

The amount of such performance and payment security shall be equal to the aggregate amount of the contracts for construction of the Primary Development Project and the performance and payment security shall be conditioned upon Contractor's completion of construction of the Primary Development Project in the timeframe set forth below and in accordance with the approved final plans and specifications and Contractor's prompt payment in full of the costs of all labor, materials, tools and equipment used in the construction of the Primary Development Project. The performance bond and payment bond shall be made payable to City or jointly to City and any lender designated by Contractor and the form thereof shall be subject to the approval of the City Attorney and, if applicable, lender's counsel. Any joint bond shall provide that either of the obligees may enforce such bond without the consent of the other obligee.

Prior to the commencement of construction, Contractor shall provide City with a copy of any agreements with any lending parties, investors, principals and other related documents. Any lending party, including the names of any and all investors and principals, must be approved by the City Council no less than 15 days prior to the commencement of construction and such approval may not be unreasonably withheld. Before such approval or denial by the City Council, Contractor shall provide the City with all financing documents, including the amount, terms, conditions, source of the loan and any other information deemed relevant by the City.

Contractor shall commence construction within 60 days after City approves the final plans and specifications and complete construction of the Primary Development Project and cause the Premises to be open to the public for business within 365 days after the commencement of construction. If

Contractor fails to adhere to the foregoing schedule or suspends construction work for a continuous period of at least 15 days other than for causes contained in Section 17, City may terminate this Agreement and take title to and possession of the structures and fixtures and Contractor shall retain title to and possession of and remove all non-attached equipment.

SECTION 7 OPERATION

As Contractor operates the Sportspark, it shall observe all applicable federal, state and local laws and regulations, including all requirements of the Americans with Disabilities Act. Contractor shall not discriminate in the use of the Premises on the basis of race, creed, sex, age, religion or national origin, provided, however, that it may establish reasonable criteria (e.g. boys/girls/men/women/youth/seniors/various skill levels, etc.) for participation in various categories of recreation leagues and other uses of the Premises.

Contractor shall take all reasonable action to protect the health, safety and well-being of its patrons. Contractor shall perform all obligations imposed upon it by this Agreement in a diligent, reasonable and credible manner.

Sportspark shall be operated as a public facility open to all patrons who pay the applicable participant fees and observe the operational rules established by Contractor, provided, however, that Contractor may conduct on the Premises charitable events, tournaments and other special events. Contractor shall not charge a spectator or gate fee except with prior approval of the Director of Parks and Leisure Activities ("Director"). Contractor shall ensure that a majority of the patrons of Sportspark are Clark County residents. Contractor shall offer free or subsidized use of the facilities and services on the Premises to students and economically disadvantaged residents of Clark County. A list of such special events and free or subsidized use shall be filed each year at the time required for the filing of a statement of Gross Revenues as provided herein.

Contractor shall submit to the Director of Parks and Leisure Activities (hereinafter "Director") on the last month of every quarter a schedule of upcoming uses, activities and events conducted on the Premises. If any such use, activity or event (a) poses a moral concern in the reasonable judgment of the Director or (b) is not provided for in the Final Proposal, Contractor must obtain prior approval from the Director before such use, activity or event takes place. Contractor shall not conduct any use at the outdoor recreational facilities Sunday through Thursday between the hours of 11 p.m. and sunrise and Friday through Saturday between the hours of midnight and sunrise, unless Contractor receives prior approval of Director.

Contractor may operate food and beverage services, a pro shop and other related services and facilities as set forth in the Final Proposal and may do so through a sub-use agreement, provided that Contractor submits to Director copies of all such agreements and provided further that all such agreements contain a provision that requires such third parties to acknowledge that they have read this Agreement and agree to be bound by and to all applicable provisions herein. City and

Contractor agree that no liquor license, in any form, or gaming license shall be permitted at the Premises. Further, Contractor agrees that no application for any liquor or gaming license will be made by Contractor or any sub-contractor for any operation at the Premises. Contractor shall provide to Director, on or before the 31st day of January, a statement which sets forth a list of Gross Revenues for each activity or service offered on the Premises and on a quarterly basis a statement which sets forth a list of each activity or service which has been added or deleted.

Contractor shall collect all payments and fees from patrons who use the services and facilities on the Premises and is authorized to take all appropriate legal action to collect monies which are due and delinquent with respect to the use of the services and facilities on the Premises. Contractor shall fulfill its obligations to repay in a timely and appropriate manner any loans, financing or other indebtedness incurred regarding the construction of Sportspark. Contractor shall employ, supervise and discharge all employees and personnel necessary for the operation and maintenance of Sportspark. Contractor shall provide levels of security on the Premises which are, at a minimum, consistent with the security standards promulgated by the Director for his/her Department's facilities and services. If Contractor retains the services of an independent manager or operator for the Premises, such manager or operator must first receive approval from the City Council. Such approval of a manager or operator shall not be required with respect to sub-contractors.

City shall make reasonable efforts to promote community awareness and use of Sportspark.

SECTION 8 USER FEES

Contractor may charge each team a fee up to \$562.50 (hereinafter "Dollar Cap") per season (as the term "season" is used by the Department of Parks and Leisure Activity) for Sportspark softball league registration. The Dollar Cap amount shall increase on January 1 each year by a percentage equal to the percentage increase in the CPI for the previous calendar year. CPI means the consumer price index for all urban consumers, all items, United States city average (1982-1984 equals 100), published by the United States Department of Labor, Bureau of Labor Statistics, rounded to the nearest 50 cents. If such index ceases to be published, City and Contractor shall mutually agree to substitute a comparable index published by the government or a recognized financial or academic institution. If the total percentage increase in Contractor's operating expenses for the previous calendar year exceeds the percentage increase in CPI for the previous calendar year, Contractor may request consent from City to further increase the then prevailing Dollar Cap by such percentage difference.

As of the date of this Agreement, there does not exist any City or other local government operated hockey or skating program in Clark County. Accordingly, Contractor shall establish and maintain a fee structure that is consistent with other open-to-the-public facilities of comparable quality in Clark County and surrounding states.

Contractor shall establish and maintain prices at the concessions on the Premises that are consistent

with other open-to-the-public facilities of comparable quality in Clark County.

For purposes of clinics, tournaments and other special event, Contractor may negotiate directly with the appropriate sponsors or users to establish the applicable fee or charge for use of the services and facilities on the Premises.

SECTION 9 MAINTENANCE

Contractor shall provide such services, including janitorial, custodial, solid waste removal, maintenance, repair and other services which are necessary to keep the Premises, and all the structures, fixtures, furnishings and equipment installed or used thereon, in a good, sightly, safe and sanitary condition at all times. Contractor, or its agents, shall provide City with access at all times for the purpose of inspecting the Premises to ascertain whether or not the Premises, and all the structures, fixtures, furnishings and equipment installed or used thereon are being maintained in a good, sightly, safe and sanitary condition. At all times during the term of this Agreement, Contractor shall maintain all structures, fixtures, furnishings and equipment installed or used on the Premises in a condition similar to that which existed at the time they were first constructed or installed, reasonable wear and tear excepted. Contractor shall promptly provide a report to the Director of any major repair work performed on any structures on the Premises. If City reasonably determines that Contractor is not complying with such obligations, City shall give Contractor a written notice which specifies the nature of the defective condition and provides a reasonable time for Contractor to cure such defect. Contractor shall use its best efforts to timely cure such defect, however failure to cure such defect shall constitute a breach of this Agreement.

SECTION 10 INSURANCE

Contractor shall, at its sole cost and expense, obtain as of the Commencement Date and maintain throughout the entire term of this Agreement the following insurance coverages:

(a) Sufficient coverage to reasonably protect its employees pursuant to the State of Nevada Industrial Insurance Act and Occupational Diseases Act (N.R.S. Chapters 616 and 617) and Employment Security provisions;

(b) A policy of comprehensive public liability insurance on the Premises and its use by Contractor, with a combined single limit of liability of at least One Million Dollars (\$1,000,000) per person and property damage protection of at least Two-Hundred Fifty Thousand Dollars (\$250,000). This coverage shall be on a per "occurrence" basis and not on a per "accident" basis. At intervals of no less than 3 years, City may require Contractor to increase the amount of public liability or property damage insurance coverage if, in the reasonable opinion of City or its insurance consultant, such

increase is justified based upon the current trends of claims and recoveries; and

(c) A policy for fire, casualty, vandalism, malicious mischief and extended coverage insurance covering the Premises, and all of the structures, fixtures, furnishings and equipment that are constructed, installed or used thereon, for the full insurable replacement value of the foregoing items.

Each policy of insurance required herein shall be issued as a primary policy with the City named as an additional insured thereunder; by an insurance company with a financial rating of at least +3A status (as shown in the most recent edition of Best's Insurance Reports) and authorized to do business in the state of Nevada; and with an endorsement that requires the City to receive at least 30 days written notice from the insurer before any cancellation or change in coverage takes effect.

Contractor shall provide to City copies of all policies of insurance required herein prior to Contractor's occupation of the Premises and copies of all policy renewals prior to the respective renewal deadlines.

The entire amount collected for losses under any fire and extended coverage policies shall be held under joint control of City and Contractor and, absent a written stipulation by the Director to the contrary, must be dedicated to repair, restore or rebuild the damaged improvements. Any additional amounts necessary to repair, restore or rebuild the damaged improvements shall be borne by Contractor.

If Contractor fails to maintain any of the policies required herein, City may acquire such coverage at such cost as City reasonably determines to be appropriate and Contractor shall reimburse City for such costs within thirty (30) days after Contractor's receipt of City's invoice therefor. In the event that the Contractor fails to reimburse the City for the cost of such coverage, the City shall have the right to terminate this Agreement.

SECTION 11 TAXES

Contractor may, at its sole cost and expense, initiate appropriate legal action, in its own name and, in the name of City if City so consents, to contest the validity or amount of any tax, fee assessment or other related charge imposed on the Premises and any improvements thereon. Unless such charge must, as a matter of law, be paid during such contest and Contractor fails to do so, Contractor's failure to pay such charge during the pendency of such contest shall not constitute a default hereunder.

SECTION 12 INDEMNITY

Contractor shall defend, indemnify and hold City, its officers, employees and agents harmless from any demands, claims, liability, losses, damages, costs, expenses, attorneys fees, judgments and liens

of any kind regarding any act, omission or negligence of Contractor, its agents or employees in connection with the management and operation of the Premises and Sportspark, or in connection with the performance of this Agreement.

City shall indemnify and hold Contractor harmless, in an amount up to \$50,000 per claimant, from any demands, claims, liability, losses, damages, costs, expenses, attorneys fees, judgments and liens of any kind regarding any act, omission or negligence of City, its agents or employees in connection with the Premises and Sportspark.

The indemnified party shall provide the indemnifying party with notice of any such claims of liability with reasonable promptness. The indemnified party may defend itself in such proceedings and select and pay for its own counsel. The indemnified party shall cooperate fully with the indemnifying party in such defense and make all pertinent information under the control of the indemnified party available to the indemnifying party. The indemnifying party may only settle a claim that affects the rights or may affect the rights of the indemnified party if the indemnified party consents thereto.

SECTION 13 CONDEMNATION

City recognizes that Contractor's rights in its continued and uninterrupted operation of the facilities and services on the Premises pursuant to this Agreement entitle Contractor to many rights similar to those enjoyed by a lessee. Except for a condemnation action initiated by the City for road improvements, should a portion or all of the Premises be condemned due to no fault of the Contractor, and such condemnation materially affects the operation of the facility, City agrees that it will support and take no position contrary to an assertion by Contractor that it is entitled to just compensation for such taking as if the interest held by Contractor were construed in this context to be a leasehold interest.

If all or any part of Contractor's interest herein is so affected by condemnation, due to no fault of Contractor, that it is no longer appropriate, in Contractor's sole discretion and judgment, to continue to operate Sportspark, Contractor may terminate this Agreement by notifying City of such determination within 90 days after such taking, however, Contractor may not recover damages against the City if the City does not initiate or cause the condemnation action. If Contractor does not elect to terminate this Agreement, it shall remain in full force and effect but City and Contractor shall mutually agree to equitably reduce the land license fee provided such condemnation was due to no fault of Contractor.

SECTION 14 DESTRUCTION OF PREMISES

If, during the term of this Agreement, Sportspark is totally or partially destroyed and, in the sole discretion and judgment of Contractor, the Premises are totally or partially inaccessible or unusable,

Contractor may:

- (a) Restore, at its sole cost and expense, Sportspark to substantially the same condition as it was immediately prior to such destruction, whether or not the insurance proceeds are sufficient to cover the actual cost of such restoration, and thereby continue this Agreement; or
- (b) Terminate this Agreement immediately upon providing City with written notice of its intention to do so, effect a complete environmental cleanup of the Premises and pay to the City the proceeds of any insurance that covers such destruction; in such event, the land license fee for the year in which such destruction occurs shall be prorated to the date of such destruction.

SECTION 15 ASSIGNMENT

Contractor may not, either voluntarily or by operation of law, assign or transfer this Agreement, or any of its rights or interests therein, without the prior consent of the City Council. City may not unreasonably withhold its consent of a proposed assignment or transfer if a proposed assignee or transferee demonstrates its ability effectively to bear the economic risk and management responsibilities imposed herein upon Contractor. Any attempted assignment or transfer, without such consent, shall be void and confer no rights upon any purported assignee or transferee. Assignment or transfer means a withdrawal or change, (voluntary, involuntary or by operation of law) of any individual, member, stockholder or group thereof who hold voting control of Contractor. Notwithstanding the foregoing, Contractor may, without City's prior consent assign this Agreement to its lender to collateralize a loan made to finance construction of Sportspark; in such event, the lender shall enjoy the same rights as provided to Contractor with respect to curing any default by Contractor.

SECTION 16 TERMINATION

At any time following completion of the construction of the Primary Development Project, Contractor may terminate this Agreement after providing City with 180 days advance written notice of its intention to do so. In such event, City shall take title to and possession of the structures and fixtures and Contractor shall retain title to and possession of and remove all non-attached equipment prior to the date that termination takes effect.

Contractor shall be deemed to be in default of this Agreement, City may terminate this Agreement and City shall have all rights and remedies at law or in equity if:

- (a) Contractor defaults in the payment of any sum of money due City hereunder and such default continues after City provides Contractor with 30 days advance written notice thereof; or
- (b) Contractor defaults in the performance of any other terms or conditions hereunder and such

default continues after City provides Contractor 45 days advance written notice thereof, provided, however, that if such default can be cured but cannot be cured with reasonable diligence within such 45 day period, such default shall be deemed to be cured if Contractor, within such 45 day period, has exercised reasonable due diligence to cure such default and thereafter completes such cure with reasonable due diligence, or

(c) Contractor ceases to operate any part of the facility other than during traditional off-seasons for sports activities conducted at Sportspark or for reasons other than repair, refurbishing, construction, or weather.

If City terminates this Agreement pursuant to the provisions set forth above, City may, without liability for such actions and after providing Contractor with 3 days advance written notice, enter upon and repossess the Premises; expel Contractor and its agents, officers, employees, and subcontractors therefrom; and take title to and possession of the structure and fixtures thereon, provided that Contractor shall retain title to and possession of all non-attached equipment.

Contractor shall have all rights and remedies at law or equity if City defaults in the performance of any terms or conditions of this Agreement. However, in the event of a default by the City, Contractor shall first provide City with 45 days advance written notice of the default. If such default can be cured but cannot be cured with reasonable diligence within such 45 day period, such default shall be deemed to be cured if City, within such 45 day period, has exercised reasonable due diligence to cure such default and thereafter completes such cure within a reasonable period following such 45 day period. If this Agreement is terminated, the land license fee shall be prorated to the date of termination.

SECTION 17 FORCE MAJEURE

The time period in which either party must perform any provision hereunder shall be extended by a period equal to the number of days during which either party is prevented from such performance due to matters beyond such party's reasonable control, including labor disputes, civil commotion, war, warlike operation, sabotage, governmental action or control, fire or other casualty, inability to obtain materials or energy supplies, weather, acts of God or other causes.

SECTION 18 DISPUTE RESOLUTION

If any dispute arises between City and Contractor regarding the performance or interpretation of any provision herein, each party or its representatives shall meet within 5 days after either party makes such request and attempt to resolve such dispute. If such dispute cannot be resolved thereby, either party may initiate a lawsuit in the Eighth Judicial District Court, Clark County, Nevada and the prevailing party in such action shall be awarded its attorney's fees, court costs and other dispute resolution expenses, including costs of collection and enforcement.

SECTION 19 CONDITION PRECEDENT

Following approval of this Agreement by the City and Contractor, this Agreement will be submitted to the BLM for its final review to confirm that this Agreement conforms to the provisions of the Recreational and Public Purposes Act. This provision is deemed to be a condition precedent to this Agreement. This Agreement shall not take effect until such time as any comments of the BLM have been incorporated herein to the satisfaction of the BLM, City and Contractor. If the foregoing condition precedent cannot be met to the satisfaction of all three parties, this Agreement shall be considered null and void and each party shall be responsible for its own costs in connection with this Agreement.

SECTION 20 MISCELLANEOUS

Whenever this Agreement requires the approval or consent of City, Contractor must receive such approval or consent from the Las Vegas City Council or Las Vegas City Manager or his designee and such approval or consent may not be unreasonably withheld. However, nothing in this Agreement shall be construed as an approval by the City Council or any board, commission, regulatory or administrative authority of any licensing, zoning, or other matter for which Contractor, its agents, or financiers may be required to obtain for the operation, construction, and maintenance of the Premises. Any modification of this Agreement must be written and executed by both parties. Any notice or demand required hereunder must be written and delivered to the parties by certified or registered United States mail, postage prepaid, fax transmission or any form of personal delivery to the last known business address of the parties. This Agreement supersedes any prior written or oral agreements and constitutes the complete agreement between the parties. This Agreement shall be governed exclusively by its terms and the laws of the State of Nevada. If any provision herein should be held by a court of competent jurisdiction to be invalid, void or unenforceable by the laws applicable thereto, all other provisions herein shall continue in full force and effect. A waiver by either party of a breach of any provision herein shall not be construed to be a waiver of any subsequent breach of the same or any other provision herein. Each party shall perform any further actions reasonably necessary and requested by the other party to implement the provisions herein. This Agreement is binding upon and inures to the benefit of each party and its respective assignees, heirs, legal representatives and successors. This

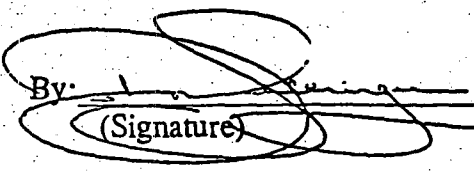
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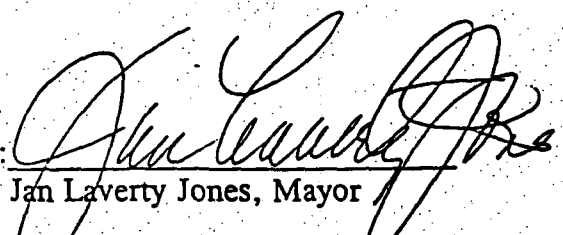
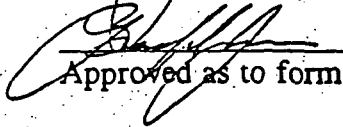
Agreement may be executed in any number of original counterparts and all such counterparts together shall constitute one and the same Agreement.

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

CONTRACTOR:
Las Vegas Sportspark, Ltd.,
a Nevada limited liability corporation

CITY:
City of Las Vegas

By: 
(Signature)
Name: Don Schlesinger
(Print Name)
Title: Manager
(Print Title)

By: 
Jan Laverty Jones, Mayor
 7/18/03
Approved as to form

LIST OF EXHIBITS

Exhibit A	BLM Solicitor's Opinion - January 31, 1996
Exhibit B	Unsolicited Proposal - July 25, 1996
Exhibit C	City letter to BLM - August 19, 1996
Exhibit D	BLM response to City letter - September 25, 1996
Exhibit E	Revised unsolicited proposal and Council minutes - October 16, 1996
Exhibit F	Summary of "control" issues in Agreement
Exhibit G	Legal description of Premises
Exhibit H	Final Proposal - March 17, 1997
Exhibit I	Commencement Date (to be added)
Exhibit J	Site plans and elevations
Exhibit K	Final plans (to be added)

EXHIBIT A



IN REPLY REFER TO:

United States Department of the Interior

OFFICE OF THE SOLICITOR

Pacific Southwest Region
2300 Cottage Way
Room E-2753
Sacramento, California 95823-1890

January 31, 1996

Memorandum

To: State Director, Bureau of Land Management, Nevada
From: Regional Solicitor, Pacific Southwest Region
Subject: Angel Park; BLM R&PP Lease No. Nev-054655

This office has reviewed certain legal issues regarding the proposed patenting by the Bureau of Land Management (BLM) of 320 acres of land to the City of Las Vegas (City) pursuant to the Recreational and Public Purposes Act (R&PPA), 43 U.S.C. §§ 865 to 869-4. Specifically, we have examined whether the Management Agreement between the City and a private developer violates prohibitions on the transfer of control of lands conveyed under the R&PPA. Upon reviewing relevant documents and the history of this matter, it is our conclusion that the Management Agreement entered into by the City does not transfer control of the Angel Park lands within the meaning of the R&PPA, and that consequently there is no legal impediment to patenting the 320 acres to the City.

Background of Angel Park

Angel Park is a site of approximately 640 acres within the boundaries of the City of Las Vegas. The City's activities to develop Angel Park date back to the late 1950's, when the City first applied for an R&PPA patent from BLM. The City received a patent for 320 acres, patent no. 1231300, on March 15, 1963. The patent requires the City to comply with a plan of development which the City had filed with BLM. The overall development plan has undergone changes since 1963, but has always focussed on recreational use. The present plan for the Angel Park complex includes two golf courses (the focus of this memorandum), athletic fields, playgrounds, hiking and jogging trails, and equestrian facilities. Development efforts at Angel Park were sporadic between 1963 and 1987 due to mining claim conflicts, but the entire 640-acre Angel Park facility was included in the City's General Plan of Parks, Recreation, and School Sites, adopted by the City Council in 1969.

The recent development of the Angel Park facility began in the early 1980's. The City Council adopted the Angel Park Master

Angel Park R&PPA lease
January 31, 1996; page 2 of 7

Plan in 1980, and in 1981 all remaining mining claim conflicts were resolved. In December 1981, BLM and the City entered into a five-year lease under the R&PPA, number Nev-054655, for the 320 acres adjacent to the parcel patented to the City in 1963, giving the City control over the entire 640-acre Angel Park tract. In compliance with 43 C.F.R. § 2741.5(a), the lease obligated the City to improve and manage the leased parcel in accordance with the City's 1980 Management Plan for Angel Park. The lease also provided the City an option to purchase the property "upon a showing of substantial compliance with" development according to the Plan. The City's requests for the issuance of a patent for the 320 acres of leased lands were denied in 1984 and 1986 because the improvements in place were not in substantial compliance with the approved Plan. On December 3, 1986, the City and BLM entered into a new 25 year lease, which also contained an option to purchase upon the City's substantial compliance with the Management Plan.

In 1987, the proposal for the current arrangement at Angel Park emerged. In the summer and fall of that year, the City approved a series of amendments to its Management Plan whereby two golf courses would be developed and managed by the Angel Park Management Corporation (APMC). APMC would provide the capital and expertise to develop and operate the facility and in exchange would retain all fees collected, less a land license fee paid to the city. See Management Plan--Angel Park Golf Complex, Las Vegas, Nevada (Sept. 29, 1987). The BLM approved each of these amendments and incorporated the changes into the R&PPA lease and patent. See, e.g., Decision, Recreation and Public Purposes Lease Amendment No. 2 (Oct. 7, 1987).¹ On October 21, 1987, the City and APMC entered into a Management Agreement which implemented the amended Management Plan.

Under the Management Agreement, intended to be for a term of fifty years, APMC would spend not less than ten million dollars to develop the public golf courses and related support facilities at Angel Park. Management Agreement, § IV. Title to the property would remain with the City, § I(B), and the improvements and fixtures (with limited exceptions) would become City property upon the expiration or termination of the Agreement. § XXIII(B). In exchange for providing the development expertise and capital

¹ BLM's approval addressed a concern of the City that the arrangement set forth in the Management Agreement might violate its lease or patent for the Angel Park lands. The Management Agreement contained a provision that it would be null and void if BLM were to disapprove it. This provision was deleted upon approval by BLM.

Angel Park R&PPA lease
January 31, 1996; page 3 of 7

and for operating the facility, APMC would retain all profits for the first fifty years of operation, less a land license fee paid to the city. § IX. The fees paid to the City are to be used to finance other improvements within the Angel Park complex.
§ IX(F).

The Agreement contains specific provisions relating to several aspects of the facility and reserves to the City supervisory control over other aspects. Plans for the golf complex were incorporated into the Agreement, and changes to and details of the plans were to be approved by the City. § V. A minimum area of usable public space and a minimum construction cost for the golf course clubhouse are specified. § IV. Construction proceeded according to a schedule contained in the Agreement. § VII. Greens and golf cart rental fees are strictly controlled by a formula intended to approximate what the City would charge if it ran the facility, and changes to the fees are subject to prior approval of the City, § XV. Clark County residents are given priority for approximately fifty percent of the available tee times, § XIV(I). APMC's maintenance and repair program and budget is subject to annual review and approval by the City, § X(A), and the City retains the right to inspect APMC operations, § XI. If APMC breaches any part of the Agreement, it has a short period to cure the defect before the City may terminate the Agreement and repossess the land and the improvements. § XXIV(D).

On September 28, 1992, after development of the Angel Park golf courses, the City notified BLM that implementation of the Management Plan was substantially complete and requested that a patent be issued for the leased parcel. On September 1, 1993, the City filed with the BLM the affidavit of publication required by 43 C.F.R. § 2741.5(h) and again requested that a patent be issued. The BLM is presently considering whether to issue a patent.

Analysis Under the Recreational and Public Purposes Act

The R&PPA allows land to be leased or title transferred to governmental or nonprofit entities for "public purposes." No question has been raised regarding whether the Angel Park development (two public golf courses and other recreational facilities) qualifies as a public purpose; the question here involves the relationship between the City and APMC.

The R&PPA provides:

Title to lands conveyed by the Government under [the R&PPA] may not be transferred by the grantee or its successor except, with the consent of the Secretary of

Angel Park R&PPA lease
January 31, 1996; page 4 of 7

the Interior, to a transferee which would be a qualified grantee under [the R&PPA] and subject to the acreage limitation contained in section 869(b) of this title. A grantee or its successor may not change the use specified in the conveyance to another or additional use except, with the consent of the Secretary, to a use for which such grantee or its successor could obtain a conveyance under [the R&PPA]. If at any time after the lands are conveyed by the Government, the grantee or its successor attempts to transfer title or control over these lands to another or the lands are devoted to a use other than for which the lands were conveyed, without the consent of the Secretary, title to the lands shall revert to the United States.

43 U.S.C. § 869-2(a) (emphasis added). Does, then, the arrangement between the City and AFMC amount to a "transfer [of] title or control" to AFMC?

There is nothing in the Management Agreement which could be construed to be a transfer of title to the land. Under the Management Agreement, the City clearly will retain the underlying title to the lands which have been or may be patented; the United States retains title to any leased lands.

The question, then, is whether the Management Agreement amounts to a transfer of "control" in violation of the R&PPA. The starting point for this analysis must be the text of Act itself.

Although § 869-2(a) is specifically directed at patented land, the Angel Park lease includes an option to purchase, making § 869-2(a) relevant to both the leased and patented lands. Although the focus of this memorandum is the leased land, the analysis applies to the patented land as well. If the Management Agreement amounts to a transfer of title or control, the reversionary clause in the statute and a similar clause in the patent itself will have been triggered with respect to the patented lands.

This office has indicated in an earlier memorandum that while a lease to an unqualified lessee would be inappropriate under the R&PPA, a very similar agreement styled as a management agreement would pass R&PPA muster. Memorandum from the Regional Solicitor to the Deputy State Director, Operations, BLM Nevada (Nov. 29, 1993). As discussed below, the substance of the agreement rather than its form is determinative of its propriety under the R&PPA.

Angel Park R&PPA lease
January 31, 1996; page 5 of 7

"Control" appears in 43 U.S.C. § 869-2(a) (quoted above in its entirety) at the end of this section devoted to transfer of title and conditions of use. The section first defines what is not appropriate (transfer of title to an unqualified entity or change of use without Secretarial approval) and then addresses the penalty for violations. "Control" only appears in the penalty portion of the section. In context, "control" appears to have been used to broaden the scope of the section to ban arrangements where transfer of control would, in the context of the R&PPA, be equivalent to a transfer of title.

There is no legislative history or case law which addresses the meaning of "control" in § 869-2(a). It is useful, however, to look outside of the R&PPA to examine how "control" has been used in other contexts. Black's Law Dictionary defines "control" as "power or authority to manage, direct, superintend, restrict, direct, govern, administer, or oversee." Black's Law Dictionary, Fifth Edition (1979). This definition indicates that control involves the ability to exercise authority.

"Control" is used in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) as part of the definition of "owner or operator:"

in the case of any facility, title or control of which was conveyed . . . to a unit of State or local government, any person who owned, operated, or otherwise controlled activities at such facility immediately beforehand.

42 U.S.C. § 9601(20)(A) (emphasis added). Case law has further clarified the meaning of "control" in CERCLA, indicating that "ownership" under CERCLA extends to anyone having "authority to determine how the land was to be used." *U.S. v. A & N Cleaners and Launderers, Inc.*, 788 F.Supp. 1317, 1333 n.13 (S.D.N.Y. 1992), quoting "Developments in the Law--Toxic Waste Litigation," 99 Harv. L. Rev. 1458, 1514 (1986). See also *Lincoln Properties, Ltd. v. Higgins*, 923 F.Supp. 1528, 1533 (E.D.Cal. 1992). Thus, CERCLA also looks upon "control" as the ability to exercise authority.

The CERCLA provision dealing with control is a factor in determining liability, and it focusses on the recipient of a transfer of control, i.e. is a non-landowning entity to whom control has been transferred liable for cleanup of toxic waste. The issue under the R&PPA, on the other hand, is whether patentee of land has transferred control so as to trigger a reversion of the patented lands to the United States. The R&PPA focus is therefore on the grantor of a transfer of control. Using CERCLA

Angel Park R&PPA lease
January 31, 1996; page 6 of 7

language, the question in the present case is whether the City has retained the "authority to determine how [Angel Park is] to be used;" the level of "control" received by AFMC is not the issue.

Considering "control" in the R&PPA to mean "the ability to determine how the land is to be used" gives logical effect to § 869-2(a). That section assures that the land patented to a governmental or nonprofit entity under the R&PPA is used in perpetuity for the public purposes envisioned at the time of the patent. The entity receiving the patent must retain the ability to control land use and guarantee that the use is consistent with the terms of the grant.

In our opinion, the City has not relinquished "control" which would work a reversion under § 869-2(a). In the Management Agreement, the City has specified conditions which AFMC must meet in constructing and operating the facility and has retained clearly-defined authority to oversee operations at Angel Park. All building plans must meet City approval, greens fees are strictly controlled, local residents are given preference for tee times, AFMC's maintenance and repair program and budget is subject to annual review and approval by the City, and the City retains the right to inspect AFMC operations. All of these are indicia of the City's "authority" over Angel Park operations. The Management Agreement is a proper way for the City to obtain the capital to develop a major recreational facility--some operational authority is passed to its development partner in order to provide an incentive for development and efficient management, but AFMC's authority is strictly limited by both the specific provisions of the agreement and the City's substantial oversight role in future operation and management decisions.

There are limits on how far a governmental or nonprofit entity acting under the R&PPA may go in transferring control over the development of a project. This memorandum will not attempt to

An example which has been determined to be an inappropriate use under the R&PPA was the proposal by the University of Utah to develop the Dandini Research Park using lands acquired pursuant to the R&PPA. There, the grant had been for "purposes of academic expansion of the University of Utah, for an arboretum, and for highway and utility rights-of-way to serve those purposes." Not matching the purposes of the grant, a research park was an inappropriate use of those lands. Further, the proposal was to lease lands to private companies for development. The public would be excluded from using those lands and, other than rental fees, the benefits would accrue exclusively to the

Angel Park R&PPA lease
January 31, 1996; page 7 of 7

define the boundaries of the R&PPA; proper definition of these limits must be on a case-by-case basis with the full proposal laid out for analysis.

It should be noted that the situation at Angel Park is not likely to be a common one. The City had been working with the BLM for almost two decades prior to entering into the agreement with APMC in various attempts to develop the Angel Park complex. The complex at Angel Park will, when fully developed, include two golf courses, equestrian trails, jogging and nature trails, playgrounds, and other facilities spread over 640 acres. The present arrangement was carefully scrutinized and approved by the BLM at its inception. The long history of the project and the BLM's long-term involvement indicate that both use and control of the Angel Park lands are consistent with the R&PPA.

In conclusion, while the Management Agreement between the City and APMC does transfer some control over Angel Park to APMC, an unqualified entity under the R&PPA, the City retains sufficient control over Angel Park to remain within the bounds of 43 U.S.C. § 669-2(a). It will be appropriate for the BLM to continue to monitor the arrangement at Angel Park, including the fee structure, to assure compliance with the R&PPA. It appears that the City is in substantial compliance with the Angel Park Development Plan and thus is eligible to receive a patent for the leased land.

David Nawi
Regional Solicitor


By: Frank S. Wilson
Assistant Regional Solicitor

private lessees. At Angel Park, on the other hand, APMC is acting as a manager and developer for the City, inviting the public to use a public golf course with fees calculated to be equivalent to what the City would charge if it managed the property itself.

EXHIBIT B

DON SCHLESINGER*Attorney at Law**Licensed to Practice Law in Nevada and California*

July 25, 1996 -- Hand-Delivered

Mr. David Kuiper
Director of CLV Parks and Leisure Activities
749 Veterans Memorial Drive
Las Vegas, Nevada 89101

**Re: UNSOLICITED PROPOSAL (FIRST REVISION) TO DEVELOP AND
OPERATE A SOFTBALL COMPLEX IN BRUCE TRENT PARK**

Dear Mr. Kuiper:

On behalf of my partners, Las Vegas businesspersons Carmine Vento, Joey Scroppo and Linda Fernandez, we are pleased to submit for your consideration this first revision to our June 18, 1996 unsolicited proposal to develop and operate a Softball Complex in a portion of Bruce Trent Park ("Park") located in the city of Las Vegas ("City").

1. THE SITE AND CITY PLANS FOR ITS DEVELOPMENT

As you know, the Park is situated on approximately 28 acres suitable for development on the east side of Rampart Boulevard between Vegas Drive and Summerlin Parkway. The Park is situated on a 320 acre site which was the subject of a patent ("Patent") issued by the Bureau of Land Management ("BLM") to the City on May 22, 1996.

Back in 1990, VTN Engineering worked extensively with your staff and prepared a detailed design report ("VTN Report") for the entire Park site. The VTN Report outlined a development plan consisting of three phases. Phase 1A, which has been constructed by the City on approximately 10 acres, provided for a "neighborhood park" including a playground and picnic area, jogging and walking paths, tennis courts, parking and other amenities.

Phase 1B, described as a "community park", features four lighted softball fields with scoreboards built to tournament specifications; additional parking; and a two-story central plaza building offering food and beverage service, an observation deck with a "press box", restrooms, a pro shop and administrative offices. The VTN Report describes the softball facility as "the largest and strongest element in the park" and indicates that it will be a "state of the art softball complex" that "will be second to none in the southwest".

Finally, Phase 2, which would complete the development of the Park, provides for additional recreational facilities such as sand volleyball courts, horseshoe pits and

page 1

other amenities. Unfortunately, Phases 1B and 2 were never developed due to the shortage of available capital for the construction of public recreational projects.

You have informed us that BLM has previously approved the City's development plan for the entire 320 acre patented site, including Bruce Trent Park and the tournament softball complex as described above.

We understand that when these plans were first conceived many years ago, the City expected that the softball facility would host recreational league play during the week and serve as the first such complex in the fast-growing western part of the City. On weekends, the "tournament quality" facility (which would be the only such complex in the entire Las Vegas Valley) could host softball tournaments attracting teams throughout the country and enable the City to use its existing softball fields exclusively for additional weekend recreational league play.

2. THE NEED IN OUR COMMUNITY FOR THIS PROJECT

We are confident that you share our strong belief that over the past 6 years since the City planned to construct the softball facility at this site, the need in our community for such project has increased substantially. Despite the dramatic growth in both City population and demand for recreational softball play, the number of City softball fields has actually decreased with the elimination of the four fields at the Nature Park site. Furthermore, there are still no softball fields in the western part of the City. Never has the following expression been more applicable: "If you build it, they will come".

Fortunately, the Mayor and members of the City Council recognize the need to provide our community with more recreational facilities and, as we understand, have encouraged City staff to explore options for initiatives with the private sector which minimize the City's cost to construct these expensive projects and fill such void in a more timely manner. By submission of this proposal, we seek to follow the direction of our City elected officials.

3. ABOUT OUR TEAM

Carmine Vento and Joey Scroppo are the developers, owners and operators of the popular and successful Villa Pizza and Instant Replay restaurants located throughout the Las Vegas Valley. Linda Fernandez is the co-owner of Las Vegas Color Graphics, Las Vegas' oldest and leading "pre-press" production and graphics company. I am an attorney, a "recovering politician" and a lifelong softball player, whose performance on the softball field is reputed to be only slightly less brutal than in the political arena. Our team has the financial and management resources necessary to carry out this proposal and build and operate a recreational facility that will be a proud addition to our community.

4. ABOUT OUR PROJECT

We intend to incorporate those elements of the City's previously prepared (Phase 1B) development plan for the softball complex which, as noted above, was approved by BLM. The quality of the overall development will be enhanced by creating a unique "major league stadium" environment for recreation and tournament softball players and fans.

Our preliminary plans (subject to change) include the construction of four first-class lighted softball fields built to tournament specifications; outfield fences which replicate famous major league venues; outfield fence "warning tracks"; electronic scoreboards; covered dugouts with a misting system; designated warm-up areas; comfortable seating for fans; batting cages; a two-story central plaza building offering a restaurant with an observation deck, quality food and amenities comparable to other area dining establishments, restrooms with changing areas, administrative offices and a first aid station; attractive common areas; a pro shop; separate storage facilities; and sufficient additional parking.

Our current plans provide that on weeknights, the fields will be devoted to recreational league use, and on weekends, the fields may be used for additional recreational leagues, tournaments or other special events including Corporate Challenge. Additionally, outfield turf areas could be used for soccer, flag football and special events. We intend to provide constant maintenance whenever the facilities are used to ensure a clean and safe environment.

In addition to the standard nightly and weekend daytime use of the fields, we propose to enhance the opportunities for more Las Vegans to use and enjoy this facility by operating the complex throughout most of the year and offering recreational leagues, if sufficient interest exists, which operate at hours convenient to swing and graveyard shift employees. We are also considering the operation of a seniors' recreational league which operates during weekday mornings or afternoons.

In our original submission of this unsolicited proposal, we mentioned the possibility of broadening our plan to construct and operate additional recreational facilities (previously identified in the VTN Report as Phase 2) on the remaining undeveloped portion of the Park site. During our first meeting following your receipt of our proposal, you suggested that we build facilities for roller hockey and sand volleyball simultaneously with the development of the softball complex and operate each of these facilities as part of a multi-sports complex. In addition to completing the "build-out" of the Park, we would serve more community needs with these additional sports facilities. If adequate land exists on the site, we are willing to incorporate your suggestions into this proposal.

Finally, we want to establish reasonable fees for use of the facilities which assure true "public accessibility". Despite the fact that our initial investment for the softball complex and ongoing operations and maintenance costs will be significantly higher than those incurred by the City for its softball facilities, we will charge fees which are competitive with those charged by the City. Furthermore, we will charge fees for use of the roller hockey facility which are significantly less than those charged by the area's sole current operator.

5. NO CITY FUNDS ARE SOUGHT

Many softball facilities around the country are developed or operated at substantial public expense. We do not, however, ask the City to fund any portion of the development or operations of this proposed complex.

We do need to secure a use agreement for a period of time substantial enough to enable us to fully amortize our investment and make the project financially feasible. The City will not dispose of or convey any of the underlying real property interests to us in accordance with the provisions of the federal Recreation and Public Purposes Act and the conditions of the Patent. As such, the City will maintain complete ownership of the title in and control over the lands upon which we build the improvements and, at the end of the use agreement, the City will retain ownership of such improvements.

We also request, to the extent legally permissible, that the City waive any municipal fees that would ordinarily be imposed upon the development and operation of this recreational facility and assist us in procuring a "public" rate in connection with the utility charges incurred in the operation of this project.

6. WHERE WE GO FROM HERE

We are available to meet with you to discuss this proposal, identify issues which need to be resolved and establish a procedural timetable for City review and possible approval. We are very excited to work with you and your department, the Manager's office, the Mayor and the Councilmen and hope that each of these City officials, well-known for their "athletic prowess", will be prepared to dust off their old gloves and bats and participate in the inaugural game played at the City's new Softball Complex.

Sincerely,



Don Schiesinger for Linda Fernandez, Joey Scroppo and Carmine Vento

EXHIBIT C

LARRY K. BARTON
CITY MANAGER



CITY of LAS VEGAS

August 19, 1996

Gary Ryan
Assistant District Manager
for Nonrenewable Resources
Bureau of Land Management
4765 Vegas Drive
Las Vegas, Nevada 89108

Dear Mr. Ryan

Re: An Unsolicited Proposal to Develop and Operate a Softball Complex in Bruce Trent Park

The City has received an unsolicited, private sector, project proposal to develop and operate a softball complex in a portion of Bruce Trent Park. The project is described in the unsolicited proposal, dated July 25, 1996, which is enclosed herewith. Bruce Trent Park is situated on the 320 acre Angel Park regional park site which is the subject of patent #27-96-0031 granted by the Bureau of Land Management to the City of Las Vegas on May 22, 1996. Your file number is N-54655.

On behalf of the City of Las Vegas, I am requesting a written determination from the BLM as to whether this unsolicited proposal conforms to the BLM's approved City development plan for this area and is compatible with the conditions of the Patent and Federal Laws. I believe BLM approval of the City's development plan for this area was given on May 22, 1996, when the patent was granted.

It is our belief that the unsolicited proposal does conform to the BLM approved City development plan for this area and does come within the conditions of the Patent and Federal Laws; but we are seeking your guidance prior to beginning any negotiations with the parties. In the event



EXHIBIT D



United States Department of the Interior

BUREAU OF LAND MANAGEMENT

Las Vegas District Office
4765 Vegas Drive
Las Vegas, Nevada 89108

IN REPLY REFER TO:

Nev-054655
2740
(NV-050)

SEP 25 1996

CERTIFIED MAIL NO. **2526183**
RETURN RECEIPT REQUIRED

City of Las Vegas
Attn. Larry Barton, City Manager
400 E. Stewart Ave.
Las Vegas, NV. 89108

Dear Mr. Barton:

This is in response to your letter dated August 19, 1996, requesting the Bureau of Land Management (BLM) review the unsolicited proposal, dated July 25, 1996, from Don Schlesinger to develop and operate a softball complex located on the recently patented Angel Park R&PP.

We have completed preliminary review of the proposal and feel, based on the information provided, that the proposal would fit the guidelines of the R&PP Act. However, final determination would be made at the time the City files the amendment requesting the new development and provides this office with new Plans of Development and Management, along with revised site plans. We would like to ask that when the amendment is filed you also include copies of any business agreements and established fee structure associated with the development of the facility. It may be necessary to request an Solicitor's opinion regarding the proposed development and those documents will be important to the final opinion.

In reviewing the R&PP case file, we discovered that the file does not contain fee structure for the other contract facilities located on Angel Park. At this time, we are also requesting that the City submit the fee structure for all of the existing contract facilities located on Angel Park. This information is necessary for future compliance examinations.

Thank you for involving the Bureau in the preliminary stages of your request. If you have any further questions, please contact Anna Wharton at (702) 647-5087.

Sincerely,



Mark R. Chatterton
Assistant District Manager
Non-Renewable Resources

cc: Don Schlesinger
2545 S. Torrey Pines Dr.
Las Vegas, NV. 89102

EXHIBIT E

DON SCHLESINGER

Attorney at Law

Licensed to Practice Law in Nevada and California

October 8, 1996 -- Hand-Delivered

Mr. David Kuiper
Director of CLV Parks and Leisure Activities
749 Veterans Memorial Drive
Las Vegas, Nevada 89101

**Re: UNSOLICITED PROPOSAL (SECOND REVISION) BY LAS VEGAS
SPORTSPARK GROUP TO DEVELOP AND OPERATE A SOFTBALL AND
INLINE HOCKEY/SKATING COMPLEX IN BRUCE TRENT PARK**

Dear Mr. Kuiper:

On behalf of my partners, Las Vegas businesspersons Carmine Vento and Linda Fernandez, Las Vegas Sportspark Group is pleased to submit for your consideration this second revision to our June 18, 1996 unsolicited proposal to develop and operate a Softball and Inline Hockey/Skating Complex in a portion of Bruce Trent Park ("Park") located in the city of Las Vegas ("City").

1. THE SITE AND CITY PLANS FOR ITS DEVELOPMENT

As you know, the Park is situated on approximately 28 acres suitable for development on the east side of Rampart Boulevard between Vegas Drive and Summerlin Parkway. The Park is situated on a 320 acre site which was the subject of a patent ("Patent") issued by the Bureau of Land Management ("BLM") to the City on May 22, 1996.

Back in 1990, VTN Engineering worked extensively with your staff and prepared a detailed design report ("VTN Report") for the entire Park site. The VTN Report outlined a development plan consisting of three phases. Phase 1A, which has been constructed by the City on approximately 10 acres, provided for a "neighborhood park" including a playground and picnic area, jogging and walking paths, tennis courts, parking and other amenities.

Phase 1B, described as a "community park", features four lighted softball fields with scoreboards built to tournament specifications; additional parking; and a two-story central plaza building offering food and beverage service, an observation deck with a "press box", restrooms, a pro shop and administrative offices. The VTN Report describes the softball facility as "the largest and strongest element in the park" and indicates that it will be a "state of the art softball complex" that "will be second to none in the southwest".

.... Finally, Phase 2, which would complete the development of the Park, provides for

page 1

additional recreational facilities such as sand volleyball courts, horseshoe pits and other amenities. Unfortunately, Phases 1B and 2 were never developed due to the shortage of available capital for the construction of public recreational projects.

BLM has previously approved the City's development plan for the entire 320 acre patented site, including Bruce Trent Park and the tournament softball complex as described above.

We understand that when these plans were first conceived many years ago, the City expected that the softball facility would host recreational league play during the week and serve as the first such complex in the fast-growing western part of the City. On weekends, the "tournament quality" facility (which would be the only such complex in the entire Las Vegas Valley) could host softball tournaments attracting teams throughout the country and enable the City to use its existing softball fields exclusively for additional weekend recreational league play.

2. THE NEED IN OUR COMMUNITY FOR THIS PROJECT

We are confident that you share our strong belief that over the past 6 years since the City planned to construct the sports facility at this site, the need in our community for such project has increased substantially. Despite the dramatic growth in both City population and demand for recreational softball play, the number of City softball fields has actually decreased with the elimination of the four fields at the Nature Park site. There are still no softball fields in the western part of the City. Furthermore, inline hockey and skating are the fastest growing sports activities in the country but our community does not have even one facility designed for such use. Never has the following expression been more applicable: "If you build it, they will come".

Fortunately, the Mayor and members of the City Council recognize the need to provide our community with more recreational facilities and, as we understand, have encouraged City staff to explore options for initiatives with the private sector which minimize the City's cost to construct these expensive projects and fill such void in a more timely manner. By submission of this proposal, we seek to follow the direction of our City elected officials.

3. ABOUT OUR TEAM

Carmine Vento is the developer, owner and operator of the popular and successful Villa Pizza and Instant Replay restaurants located throughout the Las Vegas Valley. Linda Fernandez is the co-owner of Las Vegas Color Graphics, Las Vegas' oldest and leading "pre-press" production and graphics company. I am an attorney and a "recovering politician" whose performance on the softball field and hockey rink is reputed to be only slightly less brutal than in the political arena. Our team has the financial and management resources necessary to carry out this proposal and build

and operate a recreational facility that will be a proud addition to our community.

4. ABOUT LAS VEGAS SPORTSPARK

We intend to incorporate those elements of the City's previously prepared (Phase 1B) development plan for the softball complex. The quality of the overall development will be enhanced by creating a unique "major league stadium" environment for recreation and tournament softball players and fans.

Our plans include the construction of three first-class lighted softball fields built to tournament specifications; outfield fences which replicate famous major league venues such as Fenway Park, Yankee Stadium and Wrigley Field; outfield fence "warning tracks"; electronic scoreboards; covered dugouts with a misting system; designated warm-up areas; comfortable seating for fans; batting cages and instructional area; a two-story central plaza building offering a restaurant with an observation deck, quality food and amenities comparable to other area dining establishments, restrooms with showers and changing areas, administrative offices and a first aid station; attractive common areas; a pro shop; arcade area; separate storage facilities; and sufficient additional parking.

Our current plans provide that on weeknights, the softball fields will be devoted to recreational league use, and on weekends, the fields may be used for additional recreational leagues, tournaments or other special events including Corporate Challenge. Additionally, outfield turf areas could be used for soccer, flag football and special events. We intend to provide constant maintenance whenever the facilities are used to ensure a clean and safe environment.

In addition to the standard nightly and weekend daytime use of the fields, we propose to enhance the opportunities for more Las Vegas to use and enjoy Las Vegas Sportspark by operating the complex throughout most of the year and offering recreational leagues, if sufficient interest exists, which operate at hours convenient to swing and graveyard shift employees. We are also considering the operation of a seniors' recreational league which operates during weekday mornings or afternoons and youth leagues which operate weekday afternoons. Finally, we plan to conduct youth clinic programs.

In our original submission of this unsolicited proposal, we mentioned the possibility of broadening our plan to construct and operate additional recreational facilities (previously identified in the VTN Report as Phase 2) on the remaining undeveloped portion of the Park site. During our first meeting following your receipt of such proposal, you suggested that we build facilities for inline hockey and skating simultaneously with the development of the softball complex and operate each of these facilities as part of a multi-sports complex. In addition to completing the "build-

out" of the Park, we would serve more community needs with these additional sports facilities.

We are pleased to incorporate such suggestion into our proposal and will construct an indoor, climate-controlled arena featuring two state-of-the-art rinks built to tournament specifications. Each rink will contain a professional dasher board system with tempered glass, "sport court" style skating surface and electronic scoreboard. We plan to offer youth and adult recreational inline hockey leagues, inline hockey and skating clinics, open skate sessions and other special events. The arena may also be used for a variety of other activities, including indoor soccer, football, basketball, volleyball and many non-athletic events.

Finally, we will establish reasonable fees for use of Las Vegas Sportpark which assure true "public accessibility". Despite the fact that our initial investment for this sports complex and ongoing operations and maintenance costs will be significantly higher than those incurred by the City for its sports facilities, we will charge fees which are within a reasonable range of fees charged by the City.

5. NO CITY FUNDS ARE SOUGHT

Many sports facilities around the country are developed or operated at substantial public expense. We do not, however, ask the City to fund any portion of the development or operations of Las Vegas Sportspark.

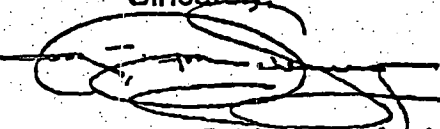
We do need to secure a use agreement for a period of time substantial enough to enable us to fully amortize our investment and make the project financially feasible. The City will not dispose of or convey any of the underlying real property interests to us in accordance with the provisions of the federal Recreation and Public Purposes Act ("RPP") and the conditions of the Patent ("Patent"). As such, the City will maintain complete ownership of the title in and control over the lands upon which we build the improvements and, at the end of the use agreement, the City will retain ownership of such improvements. Such arrangement ensures that our project will be built and operated in conformance with the RPP and Patent and is in accordance with the January 31, 1996 legal opinion from the Regional Solicitor (Pacific Southwest Region) of the United States Department of the Interior. Furthermore, the BLM office in Las Vegas has reviewed this unsolicited proposal and stated in its September 25, 1996 letter to Las Vegas City Manager Larry Barton that "based on the information provided, that the proposal would fit the guidelines of the R & PP Act."

We also request, to the extent legally permissible, that the City waive any municipal fees that would ordinarily be imposed upon the development and operation of this recreational facility and assist us in procuring a "public" rate in connection with the utility charges incurred in the operation of this project.

6. WHERE WE GO FROM HERE

We are available to meet with you to discuss this proposal, identify issues which need to be resolved and establish a procedural timetable for City review and possible approval. We are very excited to work with you and your department, the Manager's office, the Mayor and the Councilmen and hope that each of these City officials, well-known for their "athletic prowess", will be prepared to dust off their old gloves, bats, skates and sticks and participate next year as we open Las Vegas Sportspark.

Sincerely,



Don Schlesinger for Las Vegas Sportspark Group

OCTOBER 16, 1996

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City of Las Vegas

AGENDA & MINUTES

Page 30

COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

ITEM

ACTION

DISCUSSION / ACTION ITEMSDEPARTMENT OF PARKS & LEISURE ACTIVITIES

58 Discussion and guidance to staff relating to unsolicited proposal for recreational improvements at Bruce Trent Park.

ADAMSEN - APPROVED, authorizing staff to enter into negotiations - UNANIMOUS

DAVE KUIPER, Parks & Leisure Activities, indicated that the Las Vegas Sports Group has submitted an unsolicited proposal to develop the undeveloped portion of Bruce Trent Park. It has always been the desire to complete the park with a major softball tournament complex and the rest of the park amenities. This proposal would complete those facilities as well as add additional facilities that would be appropriate for the area and would upgrade the park. Parks & Leisure Activities Staff, in conjunction with the City Manager's Office, Business Development Office, and the City Attorney's Office, at this time would like approval to respond and work out an agreement that can later be presented before the City Council for consideration and approval.

DON SCHLESINGER, Las Vegas Sports Group, commented that he and partner LINDA FERNANDEZ would like to enter into negotiations with the City for the completion of the subject park. There is a tremendous need for recreational projects in the community. Years ago the City and County, in a joint venture, attempted to build a major park; however, it was rejected by the public. Therefore, it calls for a different approach through a public/private partnership. The proposal is to build upon the master plan that was designed and adopted by the City in 1990. Referring to the rendering on the overhead, he briefly described the proposal which will include the construction of three softball fields and a 40,000 square foot facility to house two indoor roller/hockey rings, which can also be used for public skating and other uses. He welcomed meetings with the residents to review and discuss the plans and to consider their input for inclusion in the final agreement to be presented to Council.

He added that the Bureau of Land Management, who has been very cooperative, has reviewed and approved the proposal, as submitted.

COUNCILMAN ADAMSEN stated he is very interested in entering into negotiations. He invited any other developers who feel they did not receive an opportunity to bid to contact the Parks & Leisure Activities Department, because there are a lot of other sites available.

CONTINUED

OCTOBER 16, 1996

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City of Las Vegas

AGENDA & MINUTES

Page 31

COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

ITEM

ACTION

DISCUSSION / ACTION ITEMSDEPARTMENT OF PARKS & LEISURE ACTIVITIES

(Continued)

NOTE: MAYOR JONES indicated this is an excellent proposal; however, to avoid any conflicts, she instructed staff to ensure that all bonding requirements are in place.

COUNCILMAN ADAMSEN urged contact with the homeowners organizations and surrounding residents as soon as possible. He felt a neighborhood concern would be with the lighting.

COUNCILMAN REESE fully supported the project and indicated he fully supports public/private partnerships.

There was no further discussion.

(10:23 - 10:34)

1-2024

EXHIBIT F

- (a) Require Contractor to provide all of the capital and expertise to develop and operate the facility;
- (b) Require Contractor to pay a land license fee to the City;
- (c) Require title to the property to remain with the City and require the improvements and fixtures (except for non-attached equipment) to become City property upon the expiration or termination of the Agreement;
- (d) Require Contractor's plans, and any changes thereto, to be subject to City approval;
- (e) Require construction to proceed according to a schedule prescribed by City;
- (f) Require Contractor to charge user fees subject to limitations prescribed by City;
- (g) Require Clark County residents to be the primary users of the facility;
- (h) Require Contractor to perform ongoing maintenance pursuant to standards prescribed by City;
- (i) Require City to have free access to inspect the facilities and operations;
- (j) Require that if Contractor breaches any part of the Agreement, it has a short period to cure the defect before City may terminate the Agreement and repossess the land and improvements thereon;
- (k) Require Contractor to maintain certain types and amounts of insurance at all times;
- (l) Require Contractor to pay any taxes, fees, assessments and other related charges imposed on the Premises;
- (m) Require Contractor to provide certain indemnity protection to the City;
- (n) Require certain restrictions be placed on Contractor's rights to assign this Agreement;
- (o) Require Contractor to be subject to certain auditing oversight by City;
- (p) Require Contractor to provide certain construction performance guarantees;
- (q) Provide City with authority to require Contractor's lender to submit to certain lender suitability assessment by City;
- (r) Require Contractor to provide various periodic reports regarding operations and maintenance of the project;
- (s) Require Contractor to provide levels of security on the Premises which are, at a minimum, consistent with security standards promulgated by the City Parks and Leisure Activities Department;
- (t) Require Contractor to offer, to economically disadvantaged residents of Las Vegas, scholarships and free or subsidized use of the facilities and services; and
- (u) Require that Contractor may not use the Premises for purposes other than those specified in Contractor's proposal without the consent of the City.

EXHIBIT G

ATTACHMENT #1

The 18 undeveloped acres of Bruce Trent Park, described as:
NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 29, T. 3, R. 60 E.

EXHIBIT H

DON SCHLESINGER*Attorney at Law**Licensed to Practice Law in Nevada and California*

CITY COUNCIL MEETING OF DECEMBER 3, 2003 PAGE 596

March 17, 1997 -- Hand-Delivered

Mr. David Kuiper
Director of CLV Parks and Leisure Activities
749 Veterans Memorial Drive
Las Vegas, Nevada 89101

**Re: UNSOLICITED PROPOSAL (FOURTH REVISION) BY LAS VEGAS
SPORTSPARK, LTD. TO DEVELOP AND OPERATE A SOFTBALL AND ICE
AND ROLLER HOCKEY/SKATING COMPLEX IN BRUCE TRENT PARK**

Dear Mr. Kuiper:

Las Vegas Sportspark, Ltd. is pleased to submit for your consideration this fourth revision to our June 18, 1996 unsolicited proposal to develop and operate a Softball and Ice and Roller Hockey/Skating Complex in a portion of Bruce Trent Park ("Park") located in the city of Las Vegas ("City").

1. THE SITE AND CITY PLANS FOR ITS DEVELOPMENT

As you know, the Park is situated on approximately 28 acres suitable for development on the east side of Rampart Boulevard between Vegas Drive and Summerlin Parkway. The Park is situated on a 320 acre site which was the subject of a patent ("Patent") issued by the Bureau of Land Management ("BLM") to the City on May 22, 1996.

Back in 1990, VTN Engineering worked extensively with your staff and prepared a detailed design report ("VTN Report") for the entire Park site. The VTN Report outlined a development plan consisting of three phases. Phase 1A, which has been constructed by the City on approximately 10 acres, provided for a "neighborhood park" including a playground and picnic area, jogging and walking paths, tennis courts, parking and other amenities.

Phase 1B, described as a "community park", features four lighted softball fields with scoreboards built to tournament specifications; additional parking; and a two-story central plaza building offering food and beverage service, an observation deck with a "press box", restrooms, a pro shop and administrative offices. The VTN Report describes the softball facility as "the largest and strongest element in the park" and indicates that it will be a "state of the art softball complex" that "will be second to none in the southwest".

page 1

Finally, Phase 2, which would complete the development of the Park, provides for additional recreational facilities such as sand volleyball courts, horseshoe pits and other amenities. Unfortunately, Phases 1B and 2 were never developed due to the shortage of available capital for the construction of public recreational projects.

BLM has previously approved the City's development plan for the entire 320 acre patented site, including Bruce Trent Park and the tournament softball complex as described above.

We understand that when these plans were first conceived many years ago, the City expected that the softball facility would host recreational league play during the week and serve as the first such complex in the fast-growing western part of the City. On weekends, the "tournament quality" facility (which would be the only such complex in the entire Las Vegas Valley) could host softball tournaments attracting teams throughout the country and enable the City to use its existing softball fields exclusively for additional weekend recreational league play.

2. THE NEED IN OUR COMMUNITY FOR THIS PROJECT

We are confident that you share our strong belief that over the past 6 years since the City planned to construct the sports facility at this site, the need in our community for such project has increased substantially. Despite the dramatic growth in both City population and demand for recreational softball play, the number of City softball fields has actually decreased with the elimination of the four fields at the Nature Park site. There are still no softball fields in the western part of the City. Furthermore, inline hockey and skating are the fastest growing sports activities in the country but Las Vegas does not have even one facility designed for such use. Finally, Las Vegas has only one ice rink and the demand for ice time is at an all time high. Never has the following expression been more applicable: "If you build it, they will come".

Fortunately, the Mayor and members of the City Council recognize the need to provide our community with more recreational facilities and, as we understand, have encouraged City staff to explore options for initiatives with the private sector which minimize the City's cost to construct these expensive projects and fill such void in a more timely manner. By submission of this proposal, we seek to follow the direction of our City elected officials.

3. ABOUT OUR TEAM

Linda Fernández is the co-owner of Las Vegas Color Graphics, Las Vegas' oldest and leading "pre-press" production and graphics company. Don Schlesinger is an attorney and previously served as general counsel and special assistant to the general manager of the Las Vegas Thunder Hockey Club. Our team has the financial and management resources necessary to carry out this proposal and build and operate a

recreational facility that will be a proud addition to our community.

4. ABOUT LAS VEGAS SPORTSPARK

We intend to incorporate those elements of the City's previously prepared (Phase 1B) development plan for the softball complex. The quality of the overall development will be enhanced by creating a unique "major league stadium" environment for recreation and tournament softball players and fans.

Our plans include the construction of three first-class lighted softball fields built to tournament specifications; outfield fences (with high security netting) which replicate famous major league venues such as Fenway Park, Yankee Stadium and Wrigley Field; outfield fence "warning tracks"; electronic scoreboards; covered dugouts; designated warm-up areas; comfortable seating for fans; batting cages and instructional area; restaurant/lounge, snack bar and meeting areas offering quality food and amenities comparable to other similar establishments in the area; restrooms, showers, lockers and changing areas; administrative offices and a first aid station; attractive common areas; pro shop; arcade area; separate storage facilities; and sufficient additional parking.

Our current plans provide that on weeknights, the softball fields will be devoted to recreational league use, and on weekends, the fields may be used for additional recreational leagues, tournaments or other special events including Corporate Challenge. Additionally, outfield turf areas could be used for soccer, flag football and special events. We intend to provide constant maintenance whenever the facilities are used to ensure a clean and safe environment.

In addition to the standard nightly and weekend daytime use of the fields, we propose to enhance the opportunities for more Las Vegas to use and enjoy Las Vegas Sportspark by operating the complex throughout most of the year and offering recreational leagues, if sufficient interest exists, which operate at hours convenient to swing and graveyard shift employees. We are also considering the operation of a seniors' recreational league which operates during weekday mornings or afternoons and youth leagues which operate weekday afternoons. Finally, we plan to conduct youth and adult clinic programs.

In our original submission of this unsolicited proposal, we mentioned the possibility of broadening our plan to construct and operate additional recreational facilities (previously identified in the VTN Report as Phase 2) on the remaining undeveloped portion of the Park site. During our first meeting following your receipt of such proposal, you suggested that we build facilities for hockey and skating simultaneously with the development of the softball complex and operate each of these facilities as part of a multi-sports complex. In addition to completing the "build-out" of the Park, we

would serve more community needs with these additional sports facilities.

We are pleased to incorporate such suggestion into our proposal and will construct an indoor, climate-controlled arena featuring two state-of-the-art rinks, one ice and one roller, built to tournament specifications and designed for expansion to a third and fourth rink or other sport surface. Each rink will contain a professional dasher board system with tempered glass, electronic scoreboard and bleacher seating. We will provide skate rentals and a hockey shooting gallery. We plan to offer youth and adult recreational hockey leagues, pick-up and practice sessions, hockey and skating clinics for youth and adults, open skate sessions and other special events. The roller arena may also be used for a variety of other activities, including indoor soccer, football, basketball, volleyball and many non-athletic events.

Finally, we will establish reasonable fees for use of Las Vegas Sportpark which assure true "public accessibility". Despite the fact that our initial investment for this sports complex and ongoing operations and maintenance costs will be significantly higher than those incurred by the City for its sports facilities, we will charge fees which are within a reasonable range of fees charged by the City.

5. NO CITY FUNDS ARE SOUGHT

Many sports facilities around the country are developed or operated at substantial public expense. We do not, however, ask the City to fund any portion of the development or operations of Las Vegas Sportpark.

We do need to secure a use agreement for a period of time (similar to that term provided in both the Angel Park and Desert Pines agreements) substantial enough to enable us to fully amortize our investment and make the project financially feasible. The City will not dispose of or convey any of the underlying real property interests to us in accordance with the provisions of the federal Recreation and Public Purposes Act ("RPP") and the conditions of the Patent ("Patent"). As such, the City will maintain complete ownership of the title in and control over the lands upon which we build the improvements and, at the end of the use agreement, the City will retain ownership of such improvements. Such arrangement ensures that our project will be built and operated in conformance with the RPP and Patent and is in accordance with the January 31, 1996 legal opinion from the Regional Solicitor (Pacific Southwest Region) of the United States Department of the Interior. Furthermore, the BLM office in Las Vegas has reviewed this unsolicited proposal and stated in its September 25, 1996 letter to Las Vegas City Manager Larry Barton that "based on the information provided, that the proposal would fit the guidelines of the R & PP Act."

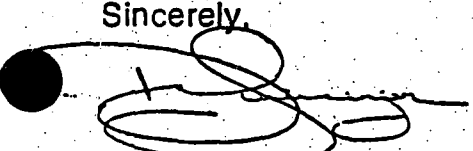
We also request, to the extent legally permissible, that the City waive any government fees that would ordinarily be imposed upon the development and operation of this

recreational facility. Finally, we request that we reimburse the City for all ongoing utility charges imposed in connection with the operation of this project.

6. WHERE WE GO FROM HERE

We are available to meet with you to discuss this proposal, identify issues which need to be resolved and establish a procedural timetable for City review and possible approval. We are very excited to work with you and your department, the Manager's office, the Mayor and the Councilmen and hope that each of these City officials, well-known for their "athletic prowess", will be prepared to dust off their old gloves, bats, skates and sticks and participate later this year as we open Las Vegas Sportspark.

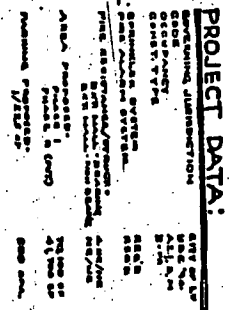
Sincerely,



Don Schliesinger for Las Vegas Sportspark, Ltd.

EXHIBIT I

EXHIBIT J



H Ken Horak
Architect
6906 North Redwood
Los Angeles, Arizona 90120
(702) 938-2250 Fax (702) 938-2257



SECTION 2-B-B

BRUCE TRENT PARK
DO: LAB VEGAS,

NEVADA

Ken Flomak
Architect

6706 North Rainbow
Las Vegas Nevada 89131
(702) 638-2550 Fax (702) 638-2883

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B-100
Date 7/28/77

Buddy, Fred, Gary
Don, Ed
David, Ed
Night Manager - M. B. B.

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Page 10

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PROPOSED SPORT FACILITIES FOR
LAS VEGAS SPORTS PARK, LTD
AT
BRUCE TRENT PARK
CITY OF LAS VEGAS, NEVADA

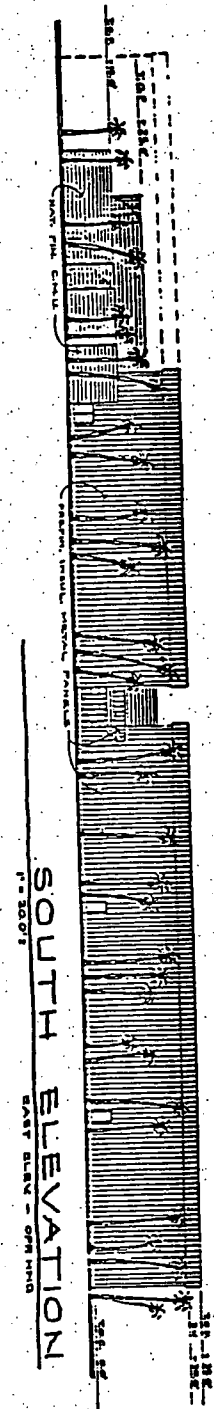
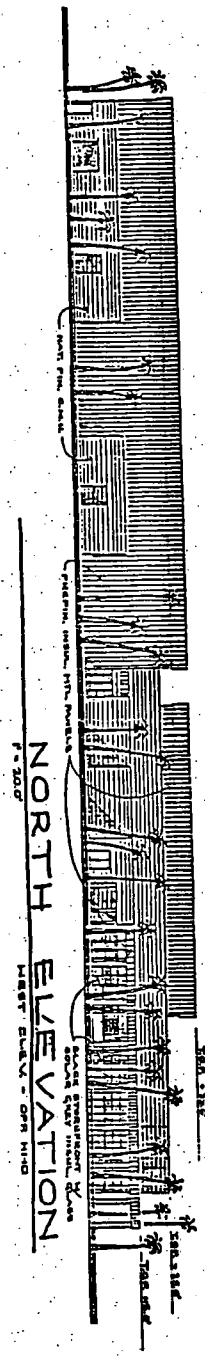
BRUCE TRENT PARK
D. LAS VEGAS,

NEVADA

Ken Flomak
Architect

6706 North Rainbow
Las Vegas Nevada 89131
(702) 638-2550 Fax (702) 638-2883

EXHIBIT K



PROPOSED SPORT FACILITIES FOR
LAS VEGAS SPORTS PARK, LTD.
AT
BRUCE TRENT PARK
CITY OF LAS VEGAS, NEVADA

H Ken Horak Architect
6290 North Rainbow
Las Vegas, Nevada 89121
(702) 654-3250 Fax (702) 654-3253

A3

APRIL 13, 1998

★ *First Amendment*

AGENDA DOCUMENTATION

TO:
City CouncilFROM: Bradford R. Jerbic
City Attorney

SUBJECT: Acceptance of Changes Required by the Bureau of Land Management to the Development Plan for Bruce Trent Park as a First Amendment to the Las Vegas Sportspark Development and Management Agreement

PURPOSE/BACKGROUND

On July 14, 1997, the Las Vegas City Council approved a Development and Management Agreement for the construction of Sportspark to be located on approximately 28 acres of land adjoining Bruce Trent Park. At the time the Council entered into that agreement, it was well known that the land was controlled by the City under a patent issued by the Bureau of Land Management pursuant to the Recreation and Public Purpose Act. As such, the Agreement to develop and manage the Sportspark was approved subject to the agreement receiving approval from the Bureau of Land Management.

On November 13, 1997, the Bureau of Land Management responded to the City's and Sportspark's request to review the Agreement and recommended that the City submit a "change of use" request to the BLM reflecting the new uses for the property. Staff submitted the "change of use" form to the BLM. On March 25, 1998, the BLM responded to the City's request to amend the land patent and requested certain changes to the Development and Management Agreement before finalizing approval of the City's request.

The First Amendment to the Las Vegas Sportspark Development and Management Agreement contains those changes suggested by the Bureau of Land Management as well as two changes submitted by the contractor in order to facilitate commercial financing of the project. These proposed changes, if approved by Council, would allow the lender, upon default of the contractor, to retain the services of an independent manager or operator for Sportspark on a temporary basis (not to exceed 30 days), with the prior consent of the City Manager, and on a permanent basis with the prior consent of the City Council. Another change not required by BLM would require the City to provide any notices to the lender which are otherwise required to be provided to the contractor. Since these changes are not required by BLM, they are submitted by the contractor for Council's consideration.

FISCAL IMPACT

None

RECOMMENDATIONS

It is recommended that the City Council discuss and vote on the First Amendment to Las Vegas Sportspark Development and Management Agreement.

Agenda Item

48

FIRST AMENDMENT TO LAS VEGAS SPORTSPARK DEVELOPMENT AND MANAGEMENT AGREEMENT

THIS FIRST AMENDMENT TO LAS VEGAS SPORTSPARK DEVELOPMENT AND MANAGEMENT AGREEMENT (Amendment), made and entered into this 25th day of June 1998, by and between the City of Las Vegas, a municipal corporation of the State of Nevada (City), and Las Vegas Sportspark, Ltd., a Nevada limited liability corporation (Contractor).

WHEREAS, the City of Las Vegas and Las Vegas Sportspark, Ltd. (Parties), on the 14th day of July, 1997, entered into a Development and Management Agreement (Agreement) pursuant to which City granted to Contractor the right to design, construct, operate, maintain, and further improve, on behalf of City, a public sports facility consisting of three softball fields, one ice skating rink (with the ability to add 2 more rinks of similar size as contemplated in the site plan) which may utilize additional interior sports surfaces, and other related facilities and services as set forth in the Contractor's fourth revised unsolicited proposal submitted to the City on March 27, 1997; and

WHEREAS, the Agreement contained a Condition Precedent which required that the Parties submit the Agreement to the BLM for its final review to confirm that the Agreement conforms to the provisions of the Recreational and Public Purposes Act (RPPA); and

WHEREAS, on November 13, 1997, the BLM issued a response the Parties request for review of the Agreement wherein the BLM recommended that the City submit a "change of use" request the existing RPPA patent; and

WHEREAS, on March 25, 1998, the BLM responded to the City's request to amend the RPPA patent by suggesting that the Development and Management Agreement be amended to incorporate language suggested by the BLM, and

WHEREAS, the BLM further indicated that upon the receipt of an executed copy of the Amended Development and Management incorporating BLM's suggested changes, the BLM would issue an Approval Certificate for Change of Use thereby confirming that the Agreement as amended conforms to the provisions of the RPPA and authoring the Agreement as amended; and

WHEREAS, Contractor desires to finance the Project through a commercial lender which have requested the ability to use an independent manager or operator on a temporary basis with the approval of the City Manager, and on a permanent basis, with the approval of the City Council.

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, the Parties hereby enter into this First Amendment to the Las Vegas Sportspark Development and Management Agreement. The Parties hereby agree to amend the Agreement in the following respects:

1. Section 2, of the Agreement is hereby amended as follows:

Subject to the BLM's amendment of the Patent Plan of Development to incorporate this Agreement and the provisions set forth below, City hereby grants to Contractor, through its rights, title and interest in and to that certain real property (Premises) situated in Bruce Trent Park and more particularly described in Exhibit G attached hereto, the

exclusive right and license to use the premises to design, construct, operate, maintain and further improve, at Contractor's sole cost and expense, three softball fields, one ice skating rink and one roller skating rink (with the ability to add 2 more rinks of similar size as contemplated in the site plan) which may utilize additional interior sport surfaces, and other related facilities and services (provided such facilities and services are usual and customary for projects similar to Sportspark) as set forth in Contractor's fourth revised unsolicited proposal submitted to the City on March 17, 1997 (hereinafter "Final Proposal") and attached hereto as Exhibit H. The "Primary Development Project", also referred to as "Sportspark", includes all elements contained in the Final Proposal as well as all site plans, elevations and other documents describing Sportspark contained in or attached to this Agreement. If any portion of the Premises remains undeveloped, City may consent to grant Contractor the right to develop and manage such other recreational facilities and services as City deems appropriate. Contractor will use the Premises to construct and operate the Primary Development Project and shall not use the Premises for purposes other than those specified in the Final Proposal without the consent of the City Council.

2. Section 7 of the Agreement is hereby amended as follows:

As Contractor operates the Sportspark, it shall observe all applicable federal, state and local laws and regulations, including all requirements of the Americans with Disabilities Act. Contractor shall not discriminate in the use of the Premises on the basis of race, creed, sex, age, religion or national origin, provided, however, that it may establish reasonable criteria (e.g. boys/girls/men/women/youth/seniors/various skill levels, etc.) for participation in various categories of recreation leagues and other uses of the Premises.

Contractor shall take all reasonable action to protect the health, safety and well-being of its patrons. Contractor shall perform all obligations imposed upon it by this Agreement in a diligent, reasonable and credible manner.

Sportspark shall be operated as a public facility open to all patrons who pay the applicable participant fees and observe the operational rules established by Contractor, provided, however, that Contractor may conduct on the Premises charitable events, tournaments and other special events. Contractor shall not charge a spectator or gate

fee except with prior approval of the Director of Parks and Leisure Activities ("Director"). Contractor ~~Director shall, from time to time,~~ review operations at Sportspark to ensure that: (1) a majority of the patrons of Sportspark are Clark County residents; (2) Sportspark is open for public use, except as otherwise provided herein, and (3) use of those operations at Sportspark which are not primarily oriented towards recreational activities (such as the food and beverage and pro shop operations) does not materially impede the public's reasonable access to and use of those operations at Sportspark which are primarily oriented towards recreational activities. Contractor shall offer free or subsidized use of the facilities and services on the Premises to students and economically disadvantaged residents of Clark County. A list of such special events and free or subsidized use shall be filed each year at the time required for the filing of a statement of Gross Revenues as provided herein.

Contractor shall submit to the Director of Parks and Leisure Activities (hereinafter "Director") on the last month of every quarter a schedule of upcoming uses, activities and events conducted on the Premises. If any such use, activity or event (a) poses a moral concern in the reasonable judgment of the Director or (b) is not provided for in the Final Proposal, Contractor must obtain prior approval from the Director before such use, activity or event takes place. Contractor shall not conduct any use at the outdoor recreational facilities Sunday through Thursday between the hours of 11 p.m. and sunrise and Friday through Saturday between the hours of midnight and sunrise, unless Contractor receives prior approval of Director.

Contractor may operate food and beverage services, a pro shop and other related services and facilities (provided such facilities and services are usual and customary for projects similar to Sportspark) as set forth in the Final Proposal and may do so through a sub-use agreement, provided that Contractor submits the Director copies of all such agreements and provides further that all such agreements contain a provision that requires such third parties to acknowledge that they have read this Agreement and agree to be bound by and to all applicable provisions herein. Contractor must, however, first obtain the approval from the Director before entering into any sub-use agreement regarding programs or activities performed at Sportspark. City and Contractor agree that no liquor license, in any form, or gaming license shall be permitted at the Premises. Further, Contractor agrees that no application for any liquor or gaming license will be made by Contractor or any sub-contractor for any operation

at the Premises. Contractor shall provide to Director, on or before the 31st day of January, a statement which sets forth a list of Gross Revenues for each activity or service offered on the Premises and on a quarterly basis a statement which sets forth a list of each activity or service which has been added or deleted.

Contractor shall collect all payments and fees from patrons who use the services and facilities on the Premises and is authorized to take all appropriate legal action to collect monies which are due and delinquent with respect to the use of the services and facilities on the Premises. Contractor shall fulfill its obligations to repay in a timely and appropriate manner any loans, financing or other indebtedness incurred regarding the construction of Sportspark. Contractor shall employ, supervise and discharge all employees and personnel necessary for the operation and maintenance of Sportspark. Contractor shall provide levels of security on the Premises which are, at a minimum, consistent with the security standards promulgated by the Director for his/her Department's facilities and services. If Contractor retains the services of an independent manager or operator for the Premises, such manager or operator must first receive approval from the City Council. Such approval of a manager or operator shall not be required with respect to sub-contractors.

City shall make reasonable efforts to promote community awareness and use of Sportspark.

3. Section 8 of the Agreement is hereby amended as follows:

Contractor may charge each team a fee up to \$562.50 (hereinafter "Dollar Cap") per season (as the term "season" is used by the Department of Parks and Leisure Activity) for Sportspark softball league registration. The Dollar Cap amount shall increase on January 1 each year by a percentage equal to the percentage increase in the CPI for the previous calendar year. CPI means the consumer price index for all urban consumers, all items, United States city average (1982-1984 equals 100), published by the United States Department of Labor, Bureau of Labor Statistics, rounded to the nearest 50 cents. If such index ceases to be published, City and Contractor shall mutually agree to substitute a comparable index published by the government or a recognized financial or academic institution. If the total percentage increase in Contractor's operating expenses for the previous calendar year exceeds the percentage increase in CPI for the previous calendar year, Contractor may request consent from City to

further increase the then prevailing Dollar Cap by such percentage difference.

As of the date of this Agreement, there does not exist any City or other local government operated hockey or skating program in Clark County. Accordingly, Contractor shall establish and maintain a hockey and skating fee structure that is consistent with the other open-to-the-public facilities of comparable quality in Clark County and surrounding states. A list of such Sportspark fee structure shall be provided each year to the Director. The initial hockey and skating fee structure, and any changes thereto may only be implemented by the Contractor with the prior approval of the Director.

Contractor shall establish and maintain prices at the concessions on the Premises that are consistent with other open-to-the-public facilities of comparable quality in Clark County.

For purposes of clinics, tournaments and other special event, Contractor may negotiate directly with the appropriate sponsors or users to establish the applicable fee or charge for use of the services and facilities on the Premises.

4. Section 9 of the Agreement is hereby amended as follows:

Contractor shall provide such services, including janitorial, custodial, solid waste removal, maintenance, repair and other services which are necessary to keep the Premises, and all the structures, fixtures, furnishings and equipment installed or used thereon, in a good, sightly, safe and sanitary condition at all times. Contractor, or its agents, shall provide City with access at all times for the purpose of inspecting the Premises to ascertain whether or not the Premises, and all the structures, fixtures, furnishings and equipment installed or used thereon are being maintained in a good, sightly, safe and sanitary condition. At all times during the term of this Agreement, Contractor shall maintain all structures, fixtures, furnishings and equipment installed or used on the Premises in a condition similar to that which existed at the time they were first constructed or installed, reasonable wear and tear excepted. Contractor shall promptly provide a report to the Director of any major repair work performed on any structures on the Premises. Contractor shall obtain approval from the Director before performing any major repair work or modification to the Improvements on the premises and Contractor shall report all repairs to the Director upon completion. If City reasonably

determines that Contractor is not complying with such obligations, City shall give Contractor a written notice which specifies the nature of the defective condition and provides a reasonable time for Contractor to cure such defect. Contractor shall use its best efforts to timely cure such defect, however failure to cure such defect shall constitute a breach of this Agreement.

5. Section 15 of the Agreement is hereby amended as follows:

Contractor may not, either voluntarily or by operation of law, assign or transfer this Agreement, or any of its rights or interests therein, without the prior consent of the City Council. City may not unreasonably withhold its consent of a proposed assignment or transfer if a proposed assignee or transferee demonstrates its ability effectively to bear the economic risk and management responsibilities imposed herein upon Contractor. Any attempted assignment or transfer, without such consent, shall be void and confer no rights upon any purported assignee or transferee. Assignment or transfer means a withdrawal or change, (voluntary, involuntary or by operation of law) of any individual, member, stockholder or group thereof who hold voting control of Contractor. Notwithstanding the foregoing, Contractor may, without City's prior consent assign this Agreement to its lender to collateralize a loan made to finance construction of Sportspark; in such event, the lender shall enjoy the same rights as provided to Contractor with respect to curing any default by Contractor and, upon default of the Contractor, lender may retain the services of an independent manager or operator for the Premises (a) on a temporary basis (not to exceed 30 days), with the prior consent of the City Manager, and (b) on a permanent basis, with the prior consent of the City Council.

6. Section 16 of the Agreement is hereby amended as follows:

At any time following completion of the construction of the Primary Development Project, Contractor may terminate this Agreement after providing City with 180 days advance written notice of its intention to do so. In such event, City shall take title to and possession of the structures and fixtures and Contractor shall retain title to and possession of and remove all non-attached equipment prior to the date that termination takes effect.

Contractor shall be deemed to be in default of this Agreement, City may terminate this Agreement and City shall have all rights and

remedies at law or in equity if:

- (a) Contractor defaults in the payment of any sum of money due City hereunder and such default continues after City provides Contractor with 30 days advance written notice thereof; or
- (b) Contractor defaults in the performance of any other terms or conditions hereunder and such default continues after City provides Contractor 45 days advance written notice thereof, provided, however, that if such default can be cured but cannot be cured with reasonable diligence within such 45 day period, such default shall be deemed to be cured if Contractor, within such 45 day period, has exercised reasonable due diligence to cure such default and thereafter completes such cure with reasonable due diligence; or
- (c) Contractor ceases to operate any part of the facility other than during traditional off-seasons for sports activities conducted at Sportspark or for reasons other than repair, refurbishing, construction, or weather after City provides Contractor with 45 days advance written notice thereof.

If City terminates this Agreement pursuant to the provisions set forth above, City may, without liability for such actions and after providing Contractor with 3 days advance written notice, enter upon and repossess the Premises; expel Contractor and its agents, officers, employees, and subcontractors therefrom; and take title to and possession of the structure and fixtures thereon, provided that Contractor shall retain title to and possession of all non-attached equipment.

Contractor shall have all rights and remedies at law or equity if City defaults in the performance of any terms or conditions of this Agreement. However, in the event of a default by the City, Contractor shall first provide City with 45 days advance written notice of the default. If such default can be cured but cannot be cured with reasonable diligence within such 45 day period, such default shall be deemed to be cured if City, within such 45 day period, has exercised reasonable due diligence to cure such default and thereafter completes such cure within a reasonable period following such 45 day period. If this Agreement is terminated, the land license fee shall be prorated to the date of termination.

Any notices which are given pursuant to the provisions of this section

shall also be given to any lender approved by the City Council.

7. Section 20 of the Agreement is hereby amended as follows:

Whenever this Agreement requires the approval or consent of City, Contractor must receive such approval or consent from the Las Vegas City Council or Las Vegas City Manager or his designee, and such approval or consent may not be unreasonably withheld. Whenever the designee of the Las Vegas City Manager refuses to provide such approval or consent, Contractor may appeal such action to the Las Vegas City Manager. Whenever the Las Vegas City Manager refuses to provide such approval or consent, Contractor may appeal such action to the Las Vegas City Council. However, nothing in this Agreement shall be construed as an approval by the City Council or any board, commission, regulatory or administrative authority of any licensing, zoning, or other matter for which Contractor, its agents, or financiers may be required to obtain for the operation, construction, and maintenance of the Premises. Any modification of this Agreement must be written and executed by both parties. Any notice or demand required hereunder must be written and delivered to the parties by certified or registered United States mail, postage prepaid, fax transmission or any form of personal delivery to the last known business address of the parties. This Agreement supersedes any prior written or oral agreements and constitutes the complete agreement between the parties. This Agreement shall be governed exclusively by its terms and the laws of the State of Nevada. If any provision herein should be held by a court of competent jurisdiction to be invalid, void or unenforceable by the laws applicable thereto, all other provisions herein shall continue in full force and effect. A waiver by either party of a breach of any provision herein shall not be construed to be a waiver of any subsequent breach of the same or any other provision herein. Each party shall perform any further actions reasonably necessary and requested by the other party to implement the provisions herein. This Agreement is binding upon and inures to the benefit of each party and its respective assignees, heirs, legal representatives and successors. This Agreement may be executed in any number of

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original counterparts and all such counterparts together shall constitute one and the same Agreement.

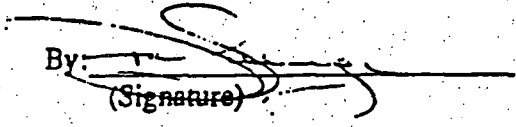
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth above.

CONTRACTOR:

Las Vegas Sportspark, Ltd.,
a Nevada limited liability corporation

CITY:

City of Las Vegas

By: 

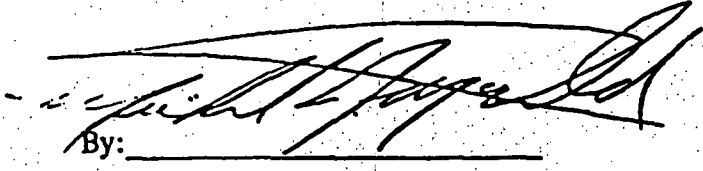
(Signature)

Name: Don Schlesinger

(Print Name)

Title: Manager

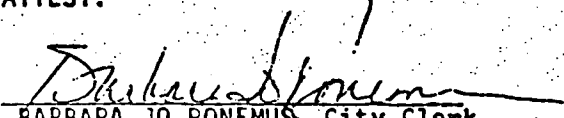
(Print Title)

By: 

MICHAEL J. MCDNALD, MAYOR PRO-TEM

4/13/98
Approved as to form

ATTEST:


BARBARA JO RONEBUS, City Clerk

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**Legal Description
Las Vegas Sports Park**

The following describes a parcel of land situate within a portion of the northeast quarter (NE ¼) of Section 29, Township 20 South, Range 60 East, M.D.M., City of Las Vegas, Clark County, Nevada, being more particularly described as follows:

Commencing at the north quarter corner (N ¼) of said Section 29, also being the centerline intersection of Vegas Drive and Rampart Boulevard;

Thence North 89°30'09" East, along the centerline of said Vegas Drive, 683.20 feet;

Thence departing the centerline of Vegas Drive, South 00°29'51" East, 158.60 feet, to the point of beginning;

Thence South 67°42'11" East, 310.70 feet;

Thence South 29°49'14" East, 337.28 feet;

Thence South 24°56'35" East, 486.47 feet;

Thence South 14°28'57" East, 308.02 feet;

Thence South 87°45'16" West, 125.06 feet;

Thence North 84°37'31" West, 457.75 feet;

Thence North 62°07'10" West, 188.54 feet;

Thence North 77°50'32" West, 308.29 feet;

Thence North 09°07'32" East, 186.30 feet, to a point of curvature;

Thence from a tangent bearing of North 38°52'42" West, curving to the right along the arc of a curve, concave northeasterly, having a radius of 320.02 feet, a central angle of 38°22'51" and an arc length of 214.37 feet;

Thence North 00°29'51" West, 135.01 feet;

Thence curving to the right along the arc of a curve, concave southeasterly, having a radius of 320.02 feet, a central angle of 55°21'26" and an arc length of 309.19 feet;

Thence North 54°51'35" East, 95.42 feet to a point of curvature;

Thence from a tangent bearing of North $77^{\circ}00'33''$ East, curving to the left along the arc of a curve, concave northwesterly, having a radius of 175.00 feet, a central angle of $11^{\circ}24'06''$ and an arc length of 34.82 feet;

Thence North $65^{\circ}36'27''$ East, 25.44 feet;

Thence curving to the left along the arc of a curve, concave northwesterly, having a radius of 110.00 feet, a central angle of $15^{\circ}54'29''$ and an arc length of 30.54 feet;

Thence North $49^{\circ}41'57''$ East, 10.81 feet;

Thence curving to the left along the arc of a curve, concave northwesterly, having a radius of 76.00 feet, a central angle of $31^{\circ}50'21''$ and an arc length of 42.23 feet;

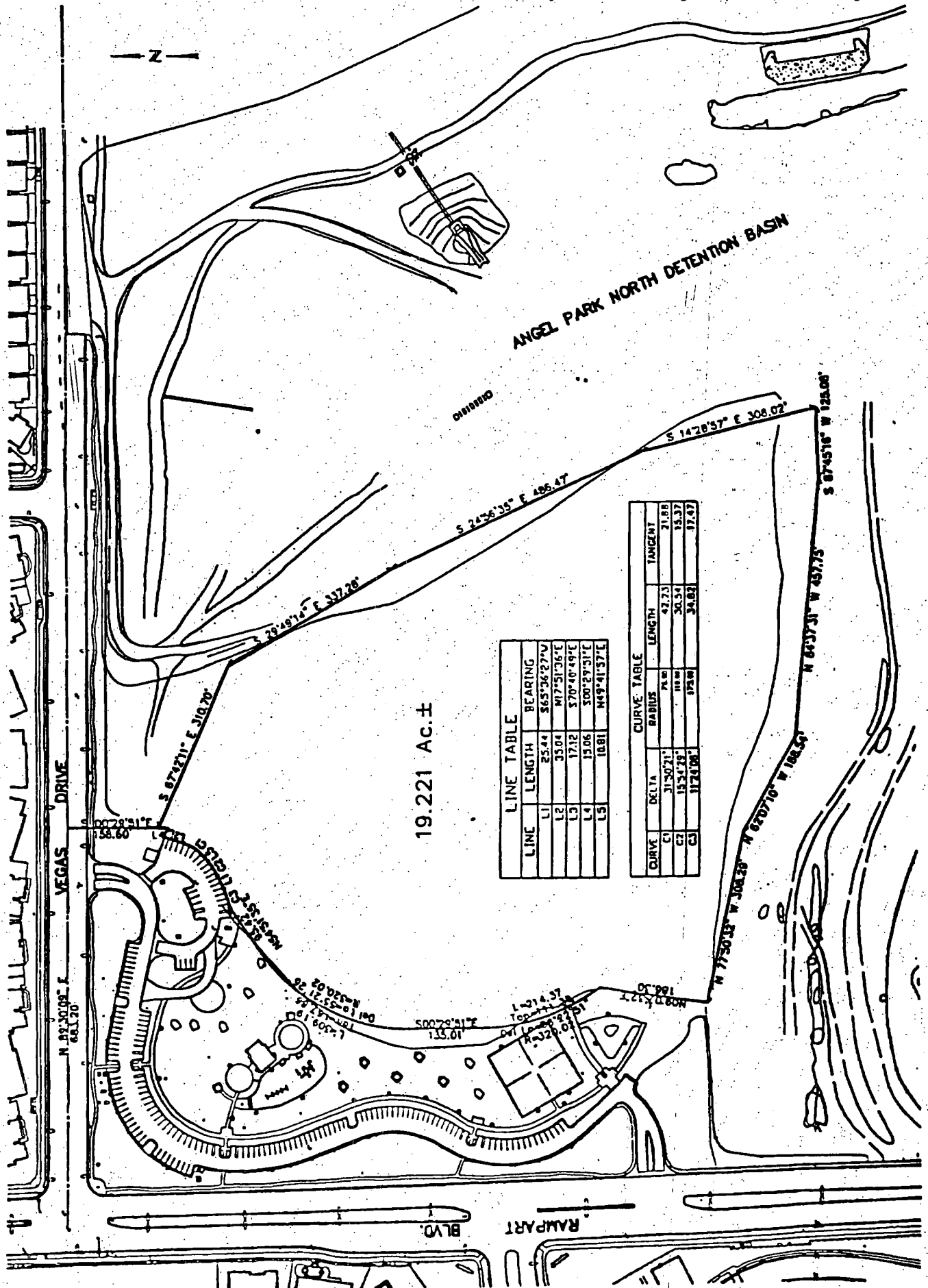
Thence North $17^{\circ}51'36''$ East, 35.04 feet;

Thence South $70^{\circ}40'49''$ East, 17.12 feet;

Thence North $00^{\circ}29'51''$ West, 15.06 feet to the point of beginning.

The above described parcel contains an area of 19.221 acres of land, more or less.

Basis of Bearings: The north line of the northeast quarter (NE $\frac{1}{4}$) of Section 29, Township 20 South, Range 60 East, M.D.M., bears South $89^{\circ}30'09''$ West as shown by a map in File 54, Page 82 of Parcel Maps, Clark County Records.



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City Council Meeting April 13, 1998 Page 17



United States Department of the Interior

Bureau of Land Management
Las Vegas District Office
4765 Vegas Drive
Las Vegas, Nevada 89108

November 13, 1997

Mr. David Kuiper
Director Parks and Leisure Activities
City of Las Vegas
749 Veterans Memorial Drive
Las Vegas, Nevada 89101

Dear Mr. Kuiper:

We have completed our review of the proposed change in use associated with the Angel Park plan of development submitted by the City of Las Vegas on July 16, 1997. The subject lands were patented to the City of Las Vegas under the Recreation and Public Purposes Act (RPPA) in May of 1996. The proposed uses of these lands at the time the patent was issued are described in the development plan referenced in the patent. In addition to golf courses which have been constructed, the development plan calls for "fishing and equestrian trails, picnic areas, multi-use ball field complex, parking (and) lakes". The maps accompanying the development plan depict a four-field softball complex, parking facilities, picnic areas, and a playground.

Your July 16, 1997 proposal calls for the construction of three of the four fields and an indoor ice and roller skating complex in lieu of one of the softball fields. All the subject facilities would be constructed by a private for-profit company that would subsequently serve as the operator of the facility under a formal contract with the City for a period of 50 years. The facilities would be open to the public, although a fee will be charged for use. The Las Vegas City Council approved this proposal in July, 1997, subject to approval by the Bureau of Land Management (BLM).

After assessing the nature of your proposal, we have determined that it is most appropriately processed as a "change of use" to an existing RPPA patent and will be processed according to the Code of Federal Regulations (43 CFR §2741.6). Supplemental BLM policy leads us to the conclusion that this particular change in use is most appropriately processed as a request for a "supplemental or subsidiary use" (BLM Manual §2740.22) which states:

Situations may arise wherein a patentee, lessee, or third party desires to construct new facilities or to expand existing facilities on lands on which an R&PP patent or lease has been authorized. When this occurs the patentee, lessee, or third party shall request a determination from the authorized officer as to whether the use is permissible, whether the plan of development needs to be amended, and/or whether a separate authorization is required.

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City of Las Vegas Meeting of April 13, 1998 Page 178

The BLM Manual provides the criteria for assessing such a proposal (§2740.22 C). In considering these criteria, it is my determination that:

- 1) The proposed use does not conflict with the purpose for which the land was first leased and eventually patented;
- 2) The City of Las Vegas (the patentee) supports the proposed facility;
- 3) The facilities are consistent with the purpose for which the lands were conveyed (public recreation). The softball complex is a part of the approved management plan. The skating complex is not part of the management plan but is consistent with the purpose for which the lands were conveyed.

While the City of Las Vegas holds title to the land and is the principal developer of the patented property, the proposed contract with the third-party operator does involve the transfer of a certain amount of control to a third party with respect to a portion of the patented property. As you are aware, the involvement of third parties to construct and then operate a public facility on land conveyed under the RPPA presents a greater risk of violating the provisions of the Act. The key issue is that the provision of public land by the BLM to the City at no cost is in essence a public subsidy for whatever use ultimately occurs on the land. Where the use is for the greater good of the public, then the "subsidy" is justified and the intent and provisions of the RPPA are fulfilled. Where a for-profit third party is involved, care must be taken to ensure that the public interest is protected. In recreation related uses, this is best accomplished by insuring that the local government involved maintains a high level of control over the operation, particularly in insuring public access via reasonable user fees. The Development and Management Agreement provided with your proposal provides the details of the types of controls the City maintains.

It is my determination that the Development and Management Agreement provides adequate control by the City subject to the amendment of such Agreement to include the additional elements of control attached hereto (attachment 1). The third party contractor has been made aware of this determination and has indicated concurrence with the recommended revisions. It is my determination that the Development and Management Agreement as amended provides adequate control by the City to insure that the facility is truly a public facility and remains as such.

- 4) The primary purpose of the proposed facility is to provide opportunities for public recreation and is thus in the furtherance of a public purpose.
- 5) The provision of public recreation facilities is generally recognized as a responsibility of local government, the City of Las Vegas in this case. The City of Las Vegas holds the RPPA patent for the land involved.

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City Council Meeting of April 13, 1998, Page 179

In consideration of these findings, it is my determination that:

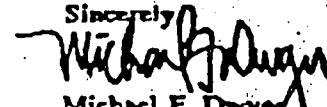
- 1) Under the amended Development and Management Agreement, the proposed use is permissible.
- 2) The development plan must be amended to reflect the proposed changes. Please submit the attached application (attachment 2) and filing fee as required by 43 CFR §2741.4.
- 3) No separate authorization is required.

Thus, the City of Las Vegas may authorize the facility and proceed with implementation of the amended Development and Management Agreement. Please be aware that the City retains primary responsibility for proper use and control of the land under the provisions of the RPPA. The City must exercise the full range of controls set forth in the Development and Management Agreement in order to insure that the contractor is in full compliance with the provisions of said Agreement.

Please be aware that, during the processing of this proposal, we received calls and letters from interested members of the public on both sides of this issue. Some see the proposal as a great asset to the community while others are concerned about traffic, noise and lighting. I also met with an individual who owns private roller skating facilities in Las Vegas and was concerned about unfair competition. As the regulations and policies governing processing of this request do not provide for consideration of these concerns, they were not considered in the determination. As noted earlier in this letter, the plan of development for a park on this property has been in existence for many years and I expect that these viewpoints are not new to you. I understand that these concerns were raised during public hearings before the Las Vegas City Council and appear to be related to the details of design and operation of the facility and are thus more appropriately addressed by the City.

Please contact Jackie Gratton at (702) 647-5000 if you have questions or require assistance in preparing the application.

Sincerely,


Michael F. Dwyer
District Manager

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City Council Meeting of April 13, 1998 Page 181



United States Department of the Interior

Bureau of Land Management
Las Vegas Field Office
4765 W. Vegas Drive
Las Vegas, Nevada, 89108-2135

OPTIONAL FORM NO. 10-88

FAX TRANSMITTAL

To	From
Department	Mike Dwyer
Fax #	
Page 1 of 2	Page 2 of 2

In Reply Refer To:

NEV-054655
2740
(NV-053)

CERTIFIED MAIL NO. 2525021
RETURN RECEIPT REQUESTED

Mr. David Kuiper
Director, Parks and Leisure Activities
City of Las Vegas
749 Veterans Memorial Drive
Las Vegas, NV 89101

MAR 25 1998

Dear Mr. Kuiper:

As you are aware, Angel Park is currently located on lands patented to the City of Las Vegas under the authority of the Recreation and Public Purposes Act (R&PP) of June 14, 1926, as amended (43 U.S.C. 869 et. seq.) On July 16, 1997, the city submitted a proposal to include an indoor ice and roller skating complex associated with the overall park development area.

After assessing the city's request, we determined that we could process the request as a change in use to the existing patent contingent upon the city submitting an amended Plan of Development (POD) outlining the existing and proposed structures, and related facilities. In addition to the submission of the amended POD, we requested the city to amend the Development and Management Agreement held between the city and the developer (Las Vegas Sports Park Ltd.) to include additional language which would demonstrate that the city maintains adequate control of the lands, thus eliminating any potential risks of violating provisions of the R&PP Act.

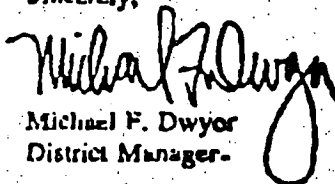
On January 5, 1998, we received the amended POD as requested. The POD appears to be complete and accurately depicts the proposed design changes by Las Vegas Sports Park Ltd., however, we do not have a copy of the updated Development and Management Agreement incorporating our suggested language. Please provide an executed copy of the agreement to our office. Once we receive the required information, an Approval Certificate for Change of Use will be issued.

MAR-25-98 14:59 SUN HOME BUILDERS
03/25/98 WED 10:09 FAX 1 702 6478023

City Council Meeting of April 13, 1998. Page 181
BUREAU OF LAND MGT. 002

We appreciate your cooperation and look forward to working with you. Please contact
Adrian A. Garcia at (702) 647-5089 if you have questions or concerns.

Sincerely,


Michael F. Dwyor
District Manager.

SUGGESTED REVISIONS TO LAS VEGAS SPORTSPARK DEVELOPMENT AND MANAGEMENT AGREEMENT

(new language proposed to be added is double underlined; existing language
proposed to be deleted is stricken)

SECTION 2, SENTENCE 1

Subject to the BLM's amendment of the Patent Plan of Development to incorporate this Agreement and the provisions set forth below, City hereby grants to Contractor, through its rights, title and interest in, and to that certain real property (Premises) situated in Bruce Trent Park and more particularly described in Exhibit G attached hereto, the exclusive right and license to use the Premises to design, construct, operate, maintain and further improve, at Contractor's sole cost and expense, three softball fields, one ice skating rink and one roller skating rink (with the ability to add 2 more rinks of similar size as contemplated in the site plan) which may utilize additional interior sport surfaces, and other related facilities and services (provided such facilities and services are usual and customary for projects similar to Sportspark) as set forth in Contractor's fourth revised unsolicited proposal submitted to the City on March 17, 1997 (hereinafter "Final Proposal") and attached hereto as Exhibit H.

SECTION 7, PARAGRAPH 3, SENTENCE 2

~~Contractor~~ Director shall, from time to time, review operations at Sportspark to ensure that: (1) a majority of the patrons of Sportspark are Clark County residents; (2) Sportspark is available for public use during a majority of the time that Sportspark conducts business and (3) use of those operations at Sportspark which are not primarily oriented towards recreational activities (such as the food and beverage and pro shop operations) does not materially impede the public's reasonable access to and use of those operations at Sportspark which are primarily oriented towards recreational activities.

SECTION 7, PARAGRAPH 5, SENTENCE 1

Contractor may operate food and beverage services, a pro shop and other related services and facilities (provided such facilities and services are usual and customary for projects similar to Sportspark) as set forth in the Final Proposal and may do so through a sub-use agreement, provided that Contractor submits to Director copies of all such agreements and provided further that all such agreements contain a provision

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City Council Meeting of April 13, 1998 Page 183

that requires such third parties to acknowledge that they have read this Agreement and agree to be bound by and to all applicable provisions herein. Contractor must, however, first obtain the approval from the Director before entering into any sub-use agreement regarding programs or activities performed at Sportspark.

SECTION 8, PARAGRAPH 2

As of the date of this Agreement, there does not exist any City or other local government operated hockey or skating program in Clark County. Accordingly, Contractor shall establish and maintain a hockey and skating fee structure that is consistent with other open-to-the-public facilities of comparable quality in Clark County and surrounding states. A list of such Sportspark fee structure shall be provided each year to the Director. The initial hockey and skating fee structure, and any changes thereto, may only be implemented by the Contractor with the prior approval of the Director.

SECTION 9, SENTENCE 2

Contractor shall promptly provide a report to the Director of any major repair work performed on any structures on the Premises. Contractor shall obtain approval from the Director before performing any major repair work or modification to the improvements on the Premises.

SECTION 20, SENTENCE 1

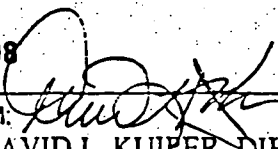
Whenever this Agreement requires the approval or consent of City, Contractor must receive such approval or consent from the Las Vegas City Council, or Las Vegas City Manager or his designee, or the Director and such approval or consent may not be unreasonably withheld. Whenever the Director or designee of the Las Vegas City Manager refuses to provide such approval or consent, Contractor may appeal such action to the Las Vegas City Manager. Whenever the Las Vegas City Manager refuses to provide such approval or consent, Contractor may appeal such action to the Las Vegas City Council.

CITY COUNCIL

MEETING OF

APRIL 13, 1998

AGENDA DOCUMENTATION

TO: City Council	FROM:  DAVID L. KUIPER, DIRECTOR PARKS & LEISURE ACTIVITIES

SUBJECT:
ACCEPTANCE OF THE LOAN COMMITMENT LETTER FROM AT&T CAPITAL CORPORATION, PER THE DEVELOPMENT AND MANAGEMENT AGREEMENT WITH LAS VEGAS SPORTSPARK.

PURPOSE/BACKGROUND

AT&T Capital Corporation has approved the loan application for Las Vegas Sportspark, Ltd., and submitted a commitment letter to Las Vegas Sportspark, Ltd., subject to certain terms and conditions. (See attached letter dated March 20, 1998.)

FISCAL IMPACT

None

RECOMMENDATIONS

The Department of Parks and Leisure Activities recommends City Council's acceptance of the Loan Commitment Letter from AT&T Capital Corporation.

Agenda Item

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City Council Meeting of April 13, 1998, Page 185


AT&T
 Capital Corporation

 Suite 450
 5613 DTC Parkway
 Englewood, CO 80111
 303 741-4144
 FAX 303 220-8336

AT&T Commercial Finance Corporation

March 20, 1998

 Mr. Don Schlesinger
 Las Vegas Sportspark, Ltd.
 2545 S. Torrey Pines Drive
 Las Vegas, NV 89102

Dear Mr. Schlesinger

AT&T Commercial Finance Corporation (the "Lender") has approved your loan application and is pleased to issue this commitment letter (the "Commitment") subject to and conditioned on the following terms and conditions:

A. BASIC CREDIT TERMS

LENDER:	AT&T Commercial Finance Corporation
BORROWER:	Las Vegas Sportspark, Ltd.
GUARANTOR(S):	Don Schlesinger Linda Fernandez Larry Scheffler
AMOUNT:	\$3,615,000
TERM:	10 Years + 8 months interest only during construction, plus interest only payable monthly in arrears during initial 8 months after completion of construction.

USE OF PROCEEDS:

(Estimated Project Costs)

	<u>Lender</u>	<u>Borrower</u>	<u>Total</u>
Building Construction	2,900,863	1,500,000	4,400,863
Machinery / Equipment	239,300	239,300	239,300
Construction Contingency - 10%	290,000	290,000	290,000

[03/20/98]
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Construction Loan Interest	184,837		184,837
Construction Loan Fee/Points		47,000	47,000
Title Insurance (Estimate)			
Appraisal Fee (Estimate)		4,500	4,500
Borrower's Legal Fee(Estimate)			
Environmental Survey(Est)		1,400	1,400
Searches		200	200
TOTAL	\$ 3,615,000	\$ 1,553,100	\$ \$ 5,168,100

COLLATERAL:

UCC-1, Fixture Filing, and Security Agreement perfecting a 1st lien position on All Business Assets located at the Las Vegas Sportspark in Bruce Trent Park at Rampart Blvd. and Vegas Drive, Las Vegas, NV.

Assignment of Las Vegas Sportspark Development & Management Agreement dated July 14, 1997, satisfactory to Lender.

CASH INJECTION:

Borrower will provide evidence of equity injection in the form of canceled checks, invoices, paid receipts, and escrow, in the amount of \$1,553,100.

Prior to disbursement of loan proceeds, Lender will require a copy of:

- machinery/equipment invoices or purchase orders
- construction contract for improvements
- furniture/fixtures invoices or purchase orders
- acceptable feasibility study and appraisal
- acceptable Phase I ESA

INTEREST RATE:

A variable rate equal to Prime Rate plus one and one half percent (1.50%) adjusted quarterly, payable monthly in arrears commencing the first month following date of Note. The Prime Rate is defined with reference to the "Prime Rate" as published in the Money Rates section of The Wall Street Journal.

The interest rate on the loan will be adjusted on the first business day of each calendar quarter following a change in the Prime Rate.

The initial interest rate shall be set as of the date of first disbursement.

PAYMENT ADJUSTMENTS:

At the discretion of Lender, the loan balance may also be re-amortized over the remaining term in order to reflect a payment schedule consistent with the original terms. Borrower will receive written notification of any changes.

PREPAYMENT PENALTIES:

Prepayment penalties will be assessed on the amount of the principal balance as follows:

Year of Contract	% of Principal Balance
1	5%
2	4%
3	3%
4	2%
5	1%
Thereafter	0%

FEES:

Borrower shall remit a non-refundable commitment fee of \$47,000 with the return of THIS signed COMMITMENT LETTER. Such fee will be refunded to borrower, less lender's actual costs, only in the event of lender's determination that through no fault of the borrowers, the terms and conditions can not be met or if the City of Las Vegas fails to approve this Commitment.

This commitment is subject to approval by the City of Las Vegas.

LATE CHARGE AND DEFAULT INTEREST:

A late payment charge of 5% of the payment will be assessed on all payments received more than 10 days after its scheduled due date.

In the event of default, the interest rate charged shall increase to a rate of 400 basis points (i.e., 4%) over the rate otherwise payable, provided that in no event shall Borrower be obligated to pay a rate or an amount greater than that allowed by applicable law.

MAI APPRAISAL:

An appraisal will be required to confirm that the:

- (1) Las Vegas Sportspark Development and Management Agreement dated July 14, 1997 and
- (2) improvements to be constructed in an "as complete" basis at the Las Vegas Sportspark in the Bruce Trent Park at Rampart Boulevard and Vegas Drive, Las Vegas, Nevada.

which will serve as collateral to secure the proposed loan, have a combined market value in an amount no less than \$4,400,863.

Such appraisal must be performed in conformance with current FIRREA and USPAP standards by a MAI Certified Real Estate Appraiser acceptable to Lender. The fee for such work will be paid to the Lender by Borrower upon acceptance of Commitment. Such appraisal must be ordered, received, and satisfactorily reviewed by Lender prior to closing of the proposed loan and disbursement of proceeds.

ENVIRONMENTAL REQUIREMENTS:

Evidence in form and substance satisfactory to Lender that all real estate on which the improvements will be located is free and clear of any environmental concerns. Borrower and Guarantors shall execute Environmental Warranty and Indemnification

Agreements. In addition, an environmental site assessment (based on ASTM standards and acceptable to Lender) of such property will be required and any costs associated therewith shall be paid by Borrower. The real estate on which the improvements will be located shall meet or exceed all federal, state and local requirements or regulations that are in effect and will meet or exceed all applicable future federal, state and local requirements or regulations as they become effective.

Borrower will promptly take whatever action is necessary when an environmental accident has occurred including the financial responsibility for the clean-up process.

JUNIOR LIENS:

No liens or encumbrances on the collateral will be permitted (except those in favor of Lender) without Lender's prior written permission (which permission may be withheld for any reason).

B. FINANCIAL INFORMATION

FINANCIAL:

Annual audited financial statements and tax returns of Borrower shall be furnished to Lender within 120 calendar days of the end of each fiscal period. Interim semi-annual financial statements on Borrower shall be provided to Lender within 30 calendar days of the end of each 6 month fiscal period.

OTHER FINANCIAL:

In addition, annual income tax returns and personal financial statements of each guarantor shall be furnished to Lender within 120 calendar days on the end of each fiscal year-end.

C. CONDITIONS TO CLOSING

DOCUMENTATION:

Documentation in the form and substance acceptable to Lender will be required.

[03/20/98]

Page 4

- FUNDING:** Funding will take place upon Lender's confirmation of compliance with all terms and conditions of the Commitment.
- COSTS:** Borrower shall reimburse Lender for all "out of pocket" expenses and fees incurred which are necessary to close the transaction and perfect Lender's security interest, including but not limited to searches, inspections, title insurance, and legal fees, whether or not the loan is closed.
- SURVEYS:** Borrower will deliver a survey of the property, acceptable to Lender, showing all improvements thereon and all easements affecting the property with ALTA certification in favor of Lender.
- RISK INSURANCE:** The Borrower shall furnish to Lender such fire, hazard, special hazard, flood, general liability and any other insurance coverage as Lender may require on business assets. Lender to be named as mortgagee, loss payee and/or additional insured, as applicable. The amounts of said insurance shall be in the amount of the loan, unless specified otherwise by Lender. Such insurance to be in form and substance acceptable to Lender.
- CONSTRUCTION:** Construction Loans approved by Lender are subject to the following requirements:
1. A post-construction update to the appraisal will be required by Lender.
 2. Receipt by Lender of a detailed construction budget in approved form.
 3. Receipt of a summary of experience, trade listing, banking and prior customer references, and a current financial statement from the licensed general contractor and the contractor's license number; receipt of the standard AIA form Contractor's Qualification Statement. Lender reserves the right to approve the General Contractor, however said approval shall not be deemed to be an endorsement.
 4. A) Receipt of Construction Plans and Specifications.
B) Receipt of Construction Contract between Borrower and its Contractor.
C) Receipt of detailed construction cost breakdown by contractors.
 5. Receipt of lien releases and waivers and all other documentation, satisfactory to Lender, to assure

Lender's first priority lien position with respect to the collateral.

6. Borrower and Contractor agree to follow Lender disbursement/inspection procedures for the control of funds.
7. Any proposed material changes to the construction Agreement, prior to or during construction, must be approved by Lender.
8. All construction disbursements shall be subject to a ten percent (10.00%) holdback, pending completion of the project and Lender's satisfaction of all conditions precedent.
9. Satisfaction of all the terms and conditions of Lender's Construction Financing Agreement and Amendments, including but not limited to Contractor's agreement to comply with the terms of said Agreement and a collateral assignment, approved by the contractor, of Borrower's interest in the construction contract; in the event of a default by Borrower, this assignment will enable Lender, at its option, to complete the project.
10. Contractor must obtain a 100% performance bond. A waiver, if any, to be determined after receipt of all construction documents by Lender.
11. Receipt of a construction timetable.
12. Receipt of copies of all building permits, approvals, consents and licenses required for construction.
13. Receipt of utility service commitment letters from all providers of utility services to the proposed project.
14. To the extent that Borrower is required to make a cash injection of his own funds into the construction project to supplement loan funds, Borrower's funds shall be injected prior to the disbursement of any loan funds; Borrower's injection shall be paid through escrow or builder's control, as directed by Lender.
15. Borrower specifically acknowledges that construction costs overruns, if any, shall be paid directly by Borrower and warrants that it has sufficient liquid assets available to pay any such overruns; to this end, Borrower agrees, at Lender's option, to either: (1) deposit with Lender an amount equal to 10% of the construction cost of the project to defray cost overruns,

if any; or (2) deposit with Lender, immediately upon demand, an amount sufficient to cover any such cost overruns. These funds shall be in addition to Borrower's required cash injection, if any, and may be used only to pay cost overruns resulting from change orders initiated by Borrower and approved by Lender; in the event some or all of these funds are unneeded, the unused portion shall be returned to Borrower upon completion of construction and receipt of a lien waiver from the general contractors. Borrower acknowledges that Lender's agreement to provide financing in the amount specified shall not be deemed a commitment, either express or implied, to increase the amount of the loan, in the event of cost overruns.

16. Prior to final disbursement, the construction project shall be completed in accordance with the plans and specifications, an unconditional Certificate of Occupancy issued by the appropriate governmental authority.

17. Borrower acknowledges that Lender's monitoring of the construction project for construction funding control purposes is NOT a substitute, nor an endorsement, for independent architectural, or other such expert supervision of the workmanship and conformance with plans and specifications. Borrower is urged to retain qualified architects or other such experts.

**ATTORNEY'S OPINION
LETTER:**

Borrower's counsel shall provide at closing an opinion of counsel as to the enforceability of all documents in form acceptable to Lender.

**EVIDENCE OF
AUTHORIZATION:**

Borrower shall provide evidence satisfactory to the Lender that the Borrower (if a corporation or other form of organization) and all guarantors have taken all necessary corporate or other actions to authorize the transaction contemplated herein.

NO ADVERSE CHANGE:

Lender has issued this Commitment in reliance of the continuation of the present management, ownership and financial condition of the Borrower and guarantors. Accordingly, should any actual or threatened adverse change, financial or otherwise, affect the Borrower, any guarantor, or any collateral pledged as security, Lender shall have the right to withdraw its Commitment and shall have no further obligation to Borrower to make any loan, or otherwise. The determination of adverse change shall be made in the sole and absolute discretion of Lender. Additionally, if Borrower or any guarantor is considered to be in default by Lender or any of Lender's affiliates under any agreement or other

**TERM OF THE
COMMITMENT:**

If this letter is not executed and returned within ten (10) days from the date hereof, this Commitment will become null and void. Upon receipt of the commitment fee and this executed letter, this Commitment shall remain open until September 14, 1998 whereupon this Commitment will expire and become null and void.

NONASSIGNABILITY:

This Commitment is not assignable by Borrower by operation of law or otherwise without the prior written consent of Lender, which may be withheld by Lender in its sole discretion, for any reason or no reason.

CHOICE OF LAW; WAIVER: This Commitment shall be governed by the internal laws (as opposed to the conflicts of law provisions) and decisions of the State of Colorado. Borrower waives all rights to special, incidental, punitive or consequential damages that may be alleged to arise out of or relate to this Commitment or any transaction contemplated hereunder.

SURVIVABILITY:

The terms and conditions of this Commitment shall survive the closing of the loan, and to the extent any such terms and conditions conflict with the loan closing documents, the terms and conditions of the loan closing documents shall control.

All parties to this Commitment shall use their best efforts and act in good faith to satisfactorily perform all conditions of this commitment. The determination by Lender that Borrower has satisfactorily performed any and all conditions of this Commitment may not be unreasonably withheld.

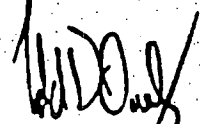
We thank you for the opportunity to be of service. If the terms of this Commitment are acceptable, please evidence your acceptance by signing below in the space indicated and returning the executed copy of this letter to the undersigned together with the commitment fee.

Upon receipt of this signed Commitment letter and commitment fee, a letter outlining the above requirements that are specific to your loan closing will be sent to you by our Loan Closer.

This Commitment is solely for the use of the Borrower and, unless Lender agrees in writing, it shall not be disclosed, other than to the City of Las Vegas, to any person or entity not affiliated with the Borrower including, without limitation, any other potential financing source.

If you have any questions concerning this Commitment, please feel free to call Todd D. Overley (303) 930-9522.

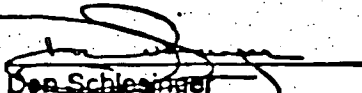
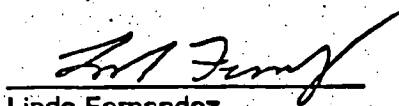
Sincerely,



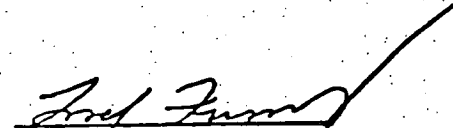
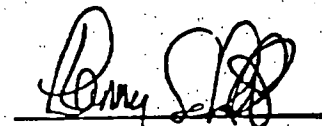
Todd D. Overley
Regional Operations
Vice President

Acknowledged and Accepted:

Las Vegas Sportspark, Ltd.:


Don Schlesinger
Manager
Linda Fernandez
Manager

Guarantors:


Don Schlesinger
Linda Fernandez
Larry Schettler

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: December 1, 1999

DEPARTMENT: CITY MANAGER

DIRECTOR: VIRGINIA VALENTINE

☒ CONSENT ☐ DISCUSSION

SUBJECT:

Approval of an amendment to the Las Vegas Sportspark Development and Management Agreement (pertaining to water service)

Fiscal Impact

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

PURPOSE/BACKGROUND:

The amendment provides for the payment of water connection charges and fees to the City of Las Vegas by the Las Vegas Sportspark.

RECOMMENDATION:

Approval of the amendment.

BACKUP DOCUMENTATION:

1. Agreement Amendment

MOTION:

L. McDONALD - APPROVED as recommended as a Second Amendment - UNANIMOUS

MINUTES:

APPEARANCES:

DEPUTY CITY MANAGER DOUG SELBY

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

NOTE: COUNCILWOMAN McDONALD directed that all pertinent details involved in development/management agreements, especially with unsolicited proposals, be incorporated into the agreements and not provided for by handshake alone. All details need to be in writing at the time the Council takes action.

(9:30 - 9:32)

1-572

SECOND AMENDMENT TO LAS VEGAS SPORTSPARK DEVELOPMENT AND MANAGEMENT AGREEMENT

THIS SECOND AMENDMENT TO LAS VEGAS SPORTSPARK DEVELOPMENT AND MANAGEMENT AGREEMENT (Amendment), made and entered into this 21 day of December, 1999, by and between the City of Las Vegas, a municipal corporation of the State of Nevada (City), and Las Vegas Sportspark, Ltd., a Nevada limited liability corporation (Contractor).

WHEREAS, the City of Las Vegas and Las Vegas Sportspark, Ltd. (Parties), on the 14th day of July, 1997, entered into a Development and Management Agreement (Agreement) pursuant to which City granted to Contractor the right to design, construct, operate, maintain, and further improve, on behalf of City, a public sports facility consisting of three softball fields, one ice skating rink (with the ability to add 2 more rinks of similar size as contemplated in the site plan) which may utilize additional interior sports surfaces, and other related facilities and services as set forth in the Contractor's fourth revised unsolicited proposal submitted to the City on March 27, 1997; and

WHEREAS, the Parties, on the 25th day of June, 1998, entered into the First Amendment to the Agreement to accept changes to the Agreement required by the BLM and Contractor's commercial lender;

WHEREAS, the Parties now wish to further amend the Agreement to address issues relating to the water supply to Las Vegas Sportspark;

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, the Parties hereby enter into this Second Amendment to the Las Vegas Sportspark Development and Management Agreement. The Parties hereby agree to amend the Agreement in the following respects:

1. Section 6 of the Agreement is hereby amended as follows:

No construction may be commenced until the final plans and specifications have been approved by City and all construction shall conform thereto. Contractor shall provide all notices required as a result of such construction and comply with all applicable laws and regulations regarding the Premises and the construction thereon. Contractor shall obtain all permits and licenses required by this construction. City shall use its best efforts and cooperate with Contractor's attempts to obtain such permits and licenses and City shall waive any charges or fees associated with the issuance of any City building permits.

Contractor shall provide to City, at least 15 days before the commencement of construction, performance and payment security in the form of either (a) a deposit in cash; (b) a bank letter of credit or a construction escrow account in a manner and from an institution which the City approves; or (c) a performance and payment bond.

written by a corporate surety licensed to do business in the State of Nevada.

The amount of such performance and payment security shall be equal to the aggregate amount of the contracts for construction of the Primary Development Project and the performance and payment security shall be conditioned upon Contractor's completion of construction of the Primary Development Project in the time frame set forth below and in accordance with the approved final plans and specifications and Contractor's prompt payment in full of the costs of all labor, materials, tools and equipment used in the construction of the Primary Development Project. The performance bond and payment bond shall be made payable to City or jointly to City and any lender designated by Contractor and the form thereof shall be subject to the approval of the City Attorney and, if applicable, lender's counsel. Any joint bond shall provide that either of the obligees may enforce such bond without the consent of the other obligee.

Prior to the commencement of construction, Contractor shall provide City with a copy of any agreements with any lending parties, investors, principals and other related documents. Any lending party, including the names of any and all investors and principals, must be approved by the City Council no less than 15 days prior to the commencement of construction and such approval may not be unreasonably withheld. Before such approval or denial by the City Council, Contractor shall provide the City with all financing documents, including the amount, terms, conditions, source of the loan and any other information deemed relevant by the City.

Contractor shall commence construction within 60 days after City approves the final plans and specifications and complete construction of the Primary Development Project and cause the Premises to be open to the public for business within 365 days after the commencement of construction. If Contractor fails to adhere to the foregoing schedule or suspends construction work for a continuous period of at least 15 days other than for causes contained in Section 17, City may terminate this Agreement and take title to and possession of the structures and fixtures and Contractor shall retain title to and possession of and remove all non-attached equipment.

Contractor agrees to install and maintain at its sole cost and expense an appropriately sized water meter (submeter) which will accurately

record all water delivered to Sportspark through City's water line for Bruce Trent Park. The submeter shall be installed in a location approved by City's Department of Public Works. Contractor agrees to pay City the sum of \$23,648.80 as compensation for its proportionate share of City's original 1991 water connection fee and service installation cost. (This cost is based upon City's payment of a connection fee of \$42,568.00, a service installation cost of approximately \$25,000.00 and estimated average water use by the Sportspark of 35% of the total water used.) City agrees to accept payment of \$23,648.80 in monthly installments of \$1000.00 for a period of 23 months commencing December 15, 1999 with a final payment of \$648.80 to be made on or before December 15, 2001.

Contractor agrees to install a fire service line prior to receiving a permanent Certificate of Occupancy. The fire service line shall be installed within 90 days from the date of this Agreement. City may extend such time frame administratively if Contractor is using its best efforts to complete construction of the fire service line in an expeditious and proper manner. Failure to install the fire service line within City's time frame may be considered an event of default. Installation of the fire service line and restoration of City property after installation of the line shall be at the sole cost and expense of Contractor. Contractor shall provide the Department of Public Works with 7 working days advance notice of commencement of construction of the fire service line.

In addition to any other indemnification provision contained in this Agreement, Contractor agrees to defend, indemnify and hold harmless the City, its officers and employees from any claims, losses or damages associated with Sportspark's connection to City's water service whether such claim, loss or damage is due to an action or lack of action by City or the Las Vegas Valley Water District.

Contractor acknowledges that City has no obligation to maintain the water service should there cease to be a City park or other City facility requiring water service at or adjacent to the Facility. If the City abandons or terminates water service to Bruce Trent Park, City shall provide Contractor with 90 days notice of City's intent to abandon or terminate. Contractor may at its option and expense apply to the Las Vegas Valley Water District for transfer of the water service. Nothing in this Agreement precludes Contractor from obtaining independent water service at its sole cost and expense, including cost associated with connection or disconnection.

2. Section 7 of the Agreement is hereby amended as follows:

As Contractor operates the Sportspark, it shall observe all applicable federal, state and local laws and regulations, including all requirements of the Americans with Disabilities Act. Contractor shall not discriminate in the use of the Premises on the basis of race, creed, sex, age, religion or national origin, provided, however, that it may establish reasonable criteria (e.g. boys/girls/men/women/youth/seniors/various skill levels, etc.) for participation in various categories of recreation leagues and other uses of the Premises.

Contractor shall take all reasonable action to protect the health, safety and well-being of its patrons. Contractor shall perform all obligations imposed upon it by this Agreement in a diligent, reasonable and credible manner.

Sportspark shall be operated as a public facility open to all patrons who pay the applicable participant fees and observe the operational rules established by Contractor, provided, however, that Contractor may conduct on the Premises charitable events, tournaments and other special events. Contractor shall not charge a spectator or gate fee except with prior approval of the Director of Parks and Leisure Activities ("Director"). Director shall, from time to time, review operations at Sportspark to ensure that; (1) a majority of the patrons of Sportspark are Clark County residents; (2) Sportspark is open for public use, except as otherwise provided herein, and (3) use of those operations at Sportspark which are not primarily oriented towards recreational activities (such as the food and beverage and pro shop operations) does not materially impede the public's reasonable access to and use of those operations at Sportspark which are primarily oriented towards recreational activities. Contractor shall offer free or subsidized use of the facilities and services on the Premises to students and economically disadvantaged residents of Clark County. A list of such special events and free or subsidized use shall be filed each year at the time required for the filing of a statement of Gross Revenues as provided herein.

Contractor shall submit to the Director of Parks and Leisure Activities (hereinafter "Director") on the last month of every quarter a schedule of upcoming uses, activities and events conducted on the Premises. If any such use, activity or event (a) poses a moral concern in the reasonable judgment of the Director or (b) is not provided for

in the Final Proposal, Contractor must obtain prior approval from the Director before such use, activity or event takes place. Contractor shall not conduct any use at the outdoor recreational facilities Sunday through Thursday between the hours of 11 p.m. and sunrise and Friday through Saturday between the hours of midnight and sunrise, unless Contractor receives prior approval of Director.

Contractor may operate food and beverage services, a pro shop and other related services and facilities (provided such facilities and services are usual and customary for projects similar to Sportspark) as set forth in the Final Proposal and may do so through a sub-use agreement, provided that Contractor submits the Director copies of all such agreements and provides further that all such agreements contain a provision that requires such third parties to acknowledge that they have read this Agreement and agree to be bound by and to all applicable provisions herein. Contractor must, however, first obtain the approval from the Director before entering into any sub-use agreement regarding programs or activities performed at Sportspark. City and Contractor agree that no liquor license, in any form, or gaming license shall be permitted at the Premises. Further, Contractor agrees that no application for any liquor or gaming license will be made by Contractor or any sub-contractor for any operation at the Premises. Contractor shall provide to Director, on or before the 31st day of January, a statement which sets forth a list of Gross Revenues for each activity or service offered on the Premises and on a quarterly basis a statement which sets forth a list of each activity or service which has been added or deleted.

Contractor shall collect all payments and fees from patrons who use the services and facilities on the Premises and is authorized to take all appropriate legal action to collect monies which are due and delinquent with respect to the use of the services and facilities on the Premises. Contractor shall fulfill its obligations to repay in a timely and appropriate manner any loans, financing or other indebtedness incurred regarding the construction of Sportspark. Contractor shall employ, supervise and discharge all employees and personnel necessary for the operation and maintenance of Sportspark. Contractor shall provide levels of security on the Premises which are, at a minimum, consistent with the security standards promulgated by the Director for his/her Department's facilities and services. If Contractor retains the services of an independent manager or operator for the Premises, such manager or operator must first receive approval from the City Council. Such approval of a manager or

operator shall not be required with respect to sub-contractors.

City acknowledges that it intends to maintain an account with the Las Vegas Valley Water District for water service to Bruce Trent Park. City will pay all bills received from the Las Vegas Valley Water District associated with its water connection, including the payment of all cost associated with maintaining the water service to Bruce Trent Park.

Contractor agrees to reimburse City on a monthly basis for its water usage as determined by the water submeter. The City shall be responsible for reading the water submeter and shall send a statement to Contractor for reimbursement based upon Sportspark's proportionate share of City's water bill from the Las Vegas Valley Water District for Contractor's water usage as determined by the main water meter servicing Bruce Trent Park. Failure of Contractor to remit payment to City within 30 days of mailing of the statement may be considered an event of default by City.

Contractor agrees to coordinate its irrigation schedule with the Department of Public Works to avoid conflicts with City's irrigation of Bruce Trent Park. In the event that the water system cannot meet all water demands in the configuration anticipated by this Agreement, Contractor acknowledges City's irrigation needs as a priority and shall adjust its schedule accordingly.

City shall make reasonable efforts to promote community awareness and use of Sportspark.

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

CONTRACTOR:

Las Vegas Sportspark, Ltd.,
a Nevada limited liability corporation

By: [Signature] President / GM
(Signature)

Name: Don Schlesinger
(Print Name)

CITY:

City of Las Vegas

By: [Signature]
Oscar B. Goodman, Mayor

[Signature] 12/1/03
Approved as to form

Attest:

By: [Signature]
BARBARA JO RONEMUS, City Clerk

EXHIBIT A
DISCLOSURE OF PRINCIPALS

The principals and partners of Las Vegas Sportspark, Ltd.
(Contracting Entity) and all persons and entities holding

more than a 1% interest in Las Vegas Sportspark, Ltd. or any principal of
(Contracting Entity)

Las Vegas Sportspark, Ltd. are the following:
(Contracting Entity)

	FULL NAME	BUSINESS ADDRESS	BUSINESS PHONE
1	Linda Fernandez	1400 N. Rampart Blvd.	233-3600
2		Las Vegas NV 89134	
3	Don Schlesinger	(same as above)	(same as above)
4	Larry Scheffler	(same as above)	(same as above)
5			
6			
7			
8			

Continue list until full and complete disclosure is made.

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

Las Vegas Sportspark, Ltd.
(Contracting Entity)

By: [Signature] President / GM

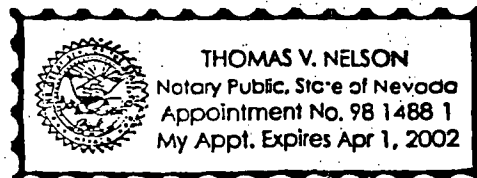
Date: 11/23/99

Subscribed and sworn before me this

23rd day of November, 1999.

[Signature]

Notary Public



**CITY COUNCIL MINUTES
MEETING OF
DECEMBER 1, 1999**

Page 1

**VERBATIM TRANSCRIPT-ITEM 3 - APPROVAL OF AN AMENDMENT TO THE LAS VEGAS SPORTSPARK
DEVELOPMENT AND MANAGEMENT AGREEMENT (PERTAINING TO WATER SERVICES)**

MAYOR GOODMAN

All right. The first item on the agenda then will be Item 3. Item 3 is - Is this the Second Amendment to the Las Vegas Sportspark, Councilwoman McDonald?

COUNCILWOMAN McDONALD

That's correct.

MAYOR GOODMAN

Right. Development and Management Agreement. Be happy to hear from you, Councilwoman.

COUNCILWOMAN McDONALD

Well, actually, I would like to hear from staff. If you could just go through the salient points of this agreement.

DEPUTY CITY MANAGER DOUG
SELBY

Okay. Yes, Councilwoman. I can address that. This is the Second Amendment to the Development and Management Agreement between the City and Las Vegas Sportspark.

In 1997 the City entered into an agreement with the Sportspark which granted the contractor the right to design, construct, operate, and maintain. And improve on behalf of the City a public sports facility consisting of softball fields and an indoor ice skating rink, and related facilities at the Bruce Trent Park. The facility's been in operation approximately six months and has proven to be a popular recreational asset for the community.

This amendment resolves some issues surrounding the Sportspark; water service connection. And specifically it requires that the contractor install separate water meter to account for water used by the Sportspark separate from the water used for the Bruce Trent Park. It also provides for the payment, on a monthly basis, to the City for the water used. It also provides for payment in consideration of the continued use of the City's service fee of approximate, \$23,648.80, to pay for the share of the meter that Sportspark is using. It requires the contractor to install separate fire protection service within 90 days and it provides for indemnification of the City for the Sportspark's use of the City's water service. The Amendment's in order for your approval.

COUNCILWOMAN McDONALD

Thank you, Doug. I will move for approval of this item. But, I guess the comment that I have, and this has been a, kind of a long journey and one that I, quite frankly, had to inherit. And I would just suggest, I'm speaking for myself and I probably can speak for the entire City Council, that whenever we have these type of agreements, especially unsolicited proposals, that these type of details are worked out ahead of time in the language of the agreement. The day of the hand shake, in my view, is over and that we need to see things in writing, on Council agendas, and approved

**CITY COUNCIL MINUTES
MEETING OF
DECEMBER 1, 1999**

Page 2

**VERBATIM TRANSCRIPT: ITEM 3 - APPROVAL OF AN AMENDMENT TO THE LAS VEGAS SPORTSPARK
DEVELOPMENT AND MANAGEMENT AGREEMENT (PERTAINING TO WATER SERVICES)**

prior to things being constructed. And so, with that comment, I would move for approval of the item.

MAYOR GOODMAN

All right. Been a motion. Vote on the motion, please. Post, please. Motion carries. (Motion carried unanimously). Thank you very much.

(END OF DISCUSSION)

/ac

City of Las Vegas

Agenda Item No.: 67

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: DECEMBER 3, 2003****DEPARTMENT: FINANCE AND BUSINESS SERVICES****DIRECTOR: MARK R. VINCENT**☐**CONSENT**☒**DISCUSSION****SUBJECT:**

Discussion and possible action regarding a Six Month Review of a Restricted Gaming License for 5 slots, Cardivan Company, db at Texaco Star Mart, 1500 West Charleston Boulevard, Mixed Nuts Hospitality Group, LLC, Participant in Gaming Revenue, William R. Phillips, Mmbr, Mgr, 100% - Ward 5 (Weekly)

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

Discussion and possible action regarding a Six Month Review of a Restricted Gaming License for 5 slots

RECOMMENDATION:

Recommendation to be provided following discussion of this item at the City Council meeting.

BACKUP DOCUMENTATION:

Agenda Memo

MOTION:

REESE – Motion to bring forward and STRIKE Item 3 and Hold Items 62, 67, 68, 69 and 70 in ABEYANCE to 12/17/2003 and Item 9 to 1/7/2004 – UNANIMOUS with MACK excused

MINUTES:

There was no discussion.

(9:47 – 9:49)

1-1197

*City of Las Vegas***AGENDA MEMO****CITY COUNCIL MEETING DATE: DECEMBER 3, 2003****DEPARTMENT: FINANCE AND BUSINESS SERVICES****ITEM DESCRIPTION: Discussion and possible action regarding a Six Month Review of a Restricted Gaming License for 5 slots, Cardivan Company, db at Texaco Star Mart, 1500 West Charleston Boulevard, Mixed Nuts Hospitality Group, LLC, Participant in Gaming Revenue**

On June 4, 2003 the City Council approved a one-year temporary license subject to a six-month review with the condition that the business interests be transferred to Bruce Bain who would apply for and obtain a slot route operator license from the Gaming Control Board and the City of Las Vegas. As of November 7, 2003, we have no record of an application from Mr. Bain for a slot route operator license.

City of Las Vegas

Agenda Item No.: 68

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 3, 2003

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

Discussion and possible action regarding a Six Month Review of a Restricted Gaming License for 4 slots, Cardivan Company, db at Texaco Star Mart, 598 North Eastern Avenue, Mixed Nuts Hospitality Group, LLC, Participant in Gaming Revenue, William R. Phillips, Mmbr, Mgr, 100% - Ward 3 (Reese)

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

Discussion and possible action regarding a Six Month Review of a Restricted Gaming License for 4 slots

RECOMMENDATION:

Recommendation to be provided following discussion of this item at the City Council meeting.

BACKUP DOCUMENTATION:

Agenda Memo

MOTION:

REESE – Motion to bring forward and **STRIKE** Item 3 and Hold Items 62, 67, 68, 69 and 70 in **ABEYANCE** to 12/17/2003 and Item 9 to 1/7/2004 – **UNANIMOUS** with **MACK** excused

MINUTES:

There was no discussion.

(9:47 – 9:49)

1-1197

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: DECEMBER 3, 2003

DEPARTMENT: FINANCE AND BUSINESS SERVICES

ITEM DESCRIPTION: Discussion and possible action regarding a Six Month Review of a Restricted Gaming License for 4 slots, Cardivan Company, db at Texaco Star Mart, 598 North Eastern Avenue, Mixed Nuts Hospitality Group, LLC, Participant in Gaming Revenue

On June 4, 2003 the City Council approved a one-year temporary license subject to a six-month review with the condition that the business interests be transferred to Bruce Bain who would apply for and obtain a slot route operator license from the Gaming Control Board and the City of Las Vegas. As of November 7, 2003, we have no record of an application from Mr. Bain for a slot route operator license.

City of Las Vegas

Agenda Item No.: 69

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 3, 2003

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

Discussion and possible action regarding a Six Month Review of a Restricted Gaming License for 4 slots, Cardivan Company, db at Texaco Star Mart, 298 South Decatur Boulevard, Mixed Nuts Hospitality Group, LLC, Participant in Gaming Revenue, William R. Phillips, Mmbr, Mgr, 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 a Six Month Review of a Restricted Gaming License for 4 slots

RECOMMENDATION:

Recommendation to be provided following discussion of this item at the City Council meeting.

BACKUP DOCUMENTATION:

Agenda Memo

MOTION:

REESE – Motion to bring forward and STRIKE Item 3 and Hold Items 62, 67, 68, 69 and 70 in ABEYANCE to 12/17/2003 and Item 9 to 1/7/2004 – UNANIMOUS with MACK excused

MINUTES:

There was no discussion.

(9:47 – 9:49)

1-1197

*City of Las Vegas***AGENDA MEMO****CITY COUNCIL MEETING DATE: DECEMBER 3, 2003****DEPARTMENT: FINANCE AND BUSINESS SERVICES****ITEM DESCRIPTION: Discussion and possible action regarding a Six Month Review of a Restricted Gaming License for 4 slots, Cardivan Company, db at Texaco Star Mart, 298 South Decatur Boulevard, Mixed Nuts Hospitality Group, LLC, Participant in Gaming Revenue**

On June 4, 2003 the City Council approved a one-year temporary license subject to a six-month review with the condition that the business interests be transferred to Bruce Bain who would apply for and obtain a slot route operator license from the Gaming Control Board and the City of Las Vegas. As of November 7, 2003, we have no record of an application from Mr. Bain for a slot route operator license.

City of Las Vegas

Agenda Item No.: 70

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 3, 2003

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

Discussion and possible action regarding a Six Month Review of a Restricted Gaming License for 7 slots, E-T-T, Inc., db at Texaco Star Mart, 9991 West Charleston Boulevard, Mixed Nuts Hospitality Group, LLC, Participant in Gaming Revenue, William R. Phillips, Mmbr, Mgr, 100% - Ward 2 (L.B. McDonald)

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

Discussion and possible action regarding a Six Month Review of a Restricted Gaming License for 7 slots

RECOMMENDATION:

Recommendation to be provided following discussion of this item at the City Council meeting.

BACKUP DOCUMENTATION:

Agenda Memo

MOTION:

REESE – Motion to bring forward and STRIKE Item 3 and Hold Items 62, 67, 68, 69 and 70 in ABEYANCE to 12/17/2003 and Item 9 to 1/7/2004 – UNANIMOUS with MACK excused

MINUTES:

There was no discussion.

(9:47 – 9:49)

1-1197

*City of Las Vegas***AGENDA MEMO****CITY COUNCIL MEETING DATE: DECEMBER 3, 2003****DEPARTMENT: FINANCE AND BUSINESS SERVICES****ITEM DESCRIPTION: Discussion and possible action regarding a Six Month Review of a Restricted Gaming License for 7 slots, Cardivan Company, db at E-T-T, Inc., db at Texaco Star Mart, 9991 West Charleston Boulevard, Mixed Nuts Hospitality Group, LLC, Participant in Gaming Revenue**

On October 3, 2001 the City Council granted approval of this license subject to a one-year review and stipulated that Mixed Nuts Hospitality Group, LLC must obtain a slot route operator license from the State of Nevada and the City of Las Vegas within one year of the approval. On October 2, 2002, the City Council granted an extension of the approval for six months since the Gaming Control Board had advised it was unlikely the slot route operator license application would be heard any earlier than March 2003.

The six-month review was placed on the April 2, 2003 agenda but was held in abeyance to the April 16, 2003 agenda pending the final approval of the Nevada Gaming Commission on April 17, 2003. However, at the Gaming Control Board meeting on April 2, 2003 the application was referred back to staff and this Department has been advised by the Gaming Control Board it is unlikely the slot route operator license application for Mixed Nuts Hospitality Group, LLC will be approved.

On June 4, 2003 the City Council approved a one-year temporary license subject to a six-month review with the condition that the business interests be transferred to Bruce Bain who would apply for and obtain a slot route operator license from the Gaming Control Board and the City of Las Vegas. As of November 7, 2003, we have no record of an application from Mr. Bain for a slot route operator license.

City of Las Vegas

Agenda Item No.: 71

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: DECEMBER 3, 2003****DEPARTMENT: FINANCE AND BUSINESS SERVICES****DIRECTOR: MARK R. VINCENT**☐**CONSENT**☒**DISCUSSION****SUBJECT:**

Discussion and possible action regarding Temporary Approval of a new Hypnotist License subject to the provisions of the planning and fire codes, Charles V. Tramont, M.D., dba Charles V. Tramont, M.D., 7380 West Sahara Avenue, Suites 180-190, Charles V. Tramont, 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 Hypnotist License

RECOMMENDATION:

Recommend approval subject to the provisions of the planning and fire 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 Dr. Tramont
3. Map

MOTION:

MONCRIEF – APPROVED subject to the provisions of the Planning and Fire codes and granting authority to the Director or designee to issue a permanent license upon receipt of a favorable police report – **UNANIMOUS** with MACK excused

MINUTES:

JIM DiFIORE, Business License, advised that the applicant met all the criteria for a temporary approval. The understanding is that the doctor will be working out of the offices of Desert Oasis on West Sahara. He recommended approval.

DR. TRAMONT stated that he would like to provide hypno and Russian therapy, as he did in his practice in Ohio.

There was no further discussion.

(10:31 – 10:33)

1-3146

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: DECEMBER 3, 2003

DEPARTMENT: FINANCE AND BUSINESS SERVICES

ITEM DESCRIPTION: Discussion and possible action regarding Temporary Approval of a new Hypnotist License subject to the provisions of the planning and fire codes, Charles V. Tramont, M.D., dba Charles V. Tramont, M.D., 7380 West Sahara Avenue, Suites 180-190

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 from Dr. Tramont, outlines the request for temporary license.

The applicant submitted all of the required documentation and paid all applicable fees for investigation on November 17, 2003. Based on a review of the Scope printout furnished to this Department by the applicant, we have determined that he is preliminarily suitable to hold a temporary hypnotist 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.

Eddie Raines
Privileged License Section
City of Las Vegas

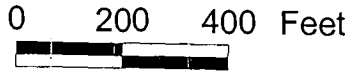
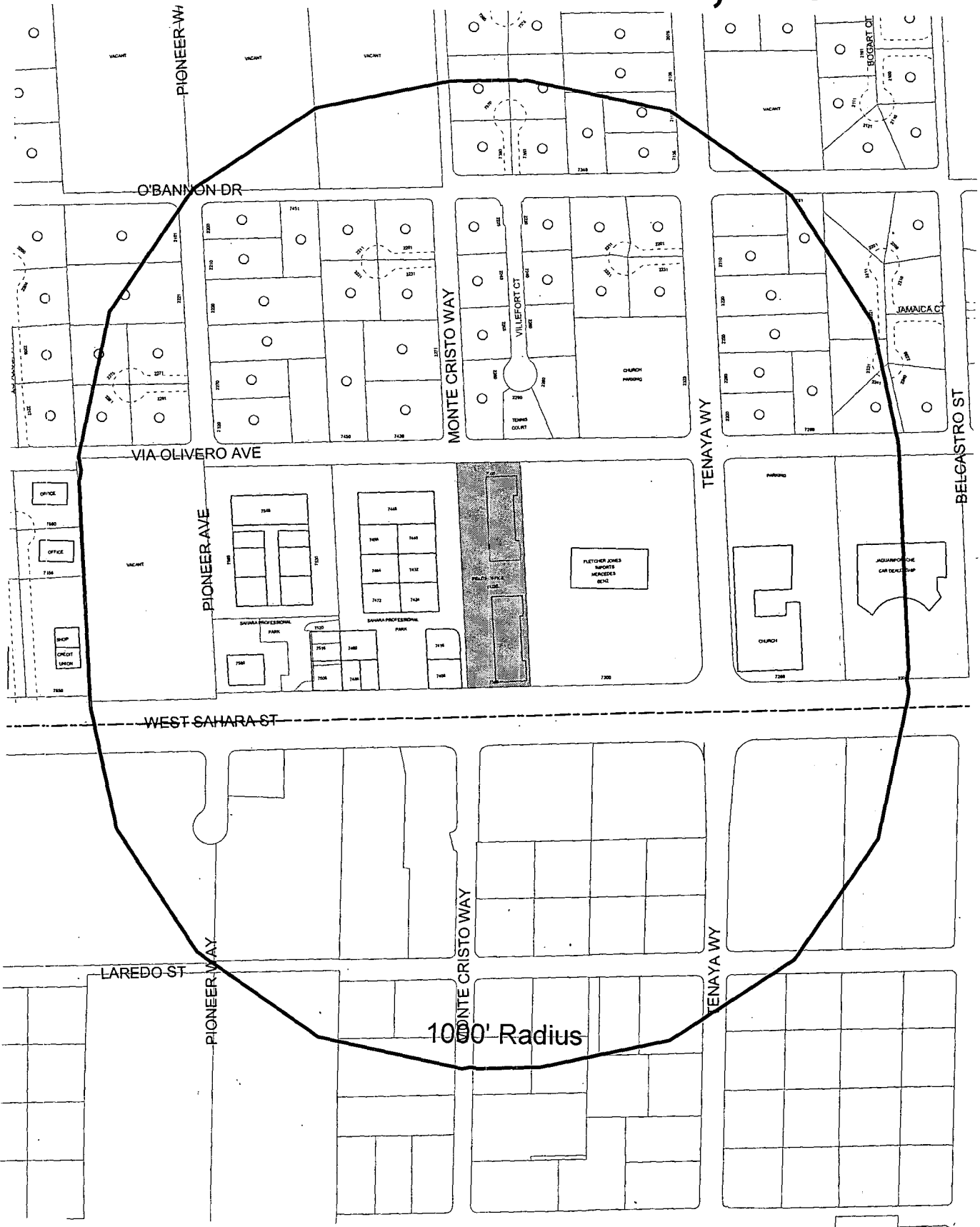
Dear Eddie,

As you know, I am presently applying for a city license to conduct hypnotherapy in Dr. John Thompson's office at Desert Oasis Clinic at 7380 W. Sahara, suite 180-190. At the present time there are patients in need of hypnosis as part of their comprehensive medical program. I would therefore greatly appreciate a temporary approval to carry on the practice of hypnotherapy as soon as possible so as to allow me to help complete the therapy programs for these patients as well as aiding others in need of this treatment modality.

Sincerely,

Charles V. Tramont MD

Charles V. Tramont, MD



City of Las Vegas

Agenda Item No.: 72

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: DECEMBER 3, 2003****DEPARTMENT: FINANCE AND BUSINESS SERVICES****DIRECTOR: MARK R. VINCENT**☐**CONSENT**☒**DISCUSSION****SUBJECT:**

Discussion and possible action regarding a Six Month Review of an Independent Massage Therapist License, Feng Chen, dba Feng Chen, 7450 West Cheyenne Avenue, Suite 113, Feng Chen, 100% - Ward 4 (Brown)

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

Discussion and possible action regarding a Six Month Review of an Independent Massage Therapist License

RECOMMENDATION:

Recommendation to be provided following discussion of this item at the City Council meeting.

BACKUP DOCUMENTATION:

1. Agenda Memo
2. Letter from Paula Spradling 7/17/03

MOTION:

BROWN – APPROVED subject to a condition that the applicant submit a new application for a proper license – **UNANIMOUS** with **MACK** excused

MINUTES:

MAYOR GOODMAN confirmed with ALEX YOUNG, the certified court interpreter, that he would be able to translate for MS. CHEN.

JIM DiFIORE, Business License, outlined a concern with the massage license because the school was not recognized by the staff. The Council granted a restricted temporary license. The conditions imposed were that the license be site-specific and the applicant complete a practicum exam. The investigation of the National Certification Board found the school to be recognized. MS. CHEN passed the practicum. The only area of concern is that she no longer works at the specific site. COUNCILMAN BROWN noted that there was difficulty in contacting MS. CHEN and requested updated information be provided to MR. DiFIORE.



Agenda Item No.: 72

CITY COUNCIL MEETING OF DECEMBER 3, 2003

Finance and Business Services

Item 72 – Discussion and possible action regarding a Six Month Review of an Independent Massage Therapist License, Feng Chen, dba Feng Chen, 7450 West Cheyenne Avenue, Suite 113, Feng Chen, 100% - Ward 4 (Brown)

MINUTES - Continued:

MS. CHEN, through her interpreter, responded that she will work at the West Cheyenne location. MR. DiFIORE replied that the owner of that location disputed that she works or will work at that site. MS. CHEN will seek another location. MR. DiFIORE recommended that MS. CHEN file for another license at the final location. MAYOR GOODMAN stressed that she cannot work until she seeks the new license. MS. CHEN agreed to wait before starting work and to supply the information.

There was no further discussion.

(10:33 – 10:38)

1-3211

*City of Las Vegas***AGENDA MEMO****CITY COUNCIL MEETING DATE: DECEMBER 3, 2003****DEPARTMENT: FINANCE AND BUSINESS SERVICES****ITEM DESCRIPTION: Discussion and possible action regarding a Six Month Review of an Independent Massage Therapist License, Feng Chen, dba Feng Chen, 7450 West Cheyenne Avenue, Suite 113**

Based on an area of concern in the Las Vegas Metropolitan Police Department police report dated March 31, 2003, the temporary independent massage therapist license issued to Feng Chen was denied by the Department on April 4, 2003. Ms. Chen appealed this denial to the City Council on June 4, 2003 and was approved a temporary site specific license subject to conclusion of the National Certification Board for Therapeutic Massage and Bodywork investigation into reported irregularities of Certificates of Graduation from the East West Institute of Hand Therapy and third party confirmation of Ms. Chen's skills as a massage therapist.

The National Certification Board for Therapeutic Massage and Bodywork advised us on November 4, 2003 that the investigation has been concluded and they found East West Institute of Hand Therapy to be in compliance with NCBTMB's standards. Ms. Chen was administered a practical examination and passed on July 17, 2003, see attached letter.

A report from the Special Investigations Section, Las Vegas Metropolitan Police Department, will be furnished to the City Council prior to the meeting.

The Spa at Lakeside
2620 Regatta Drive Suite 112-113
Las Vegas, NV 89108

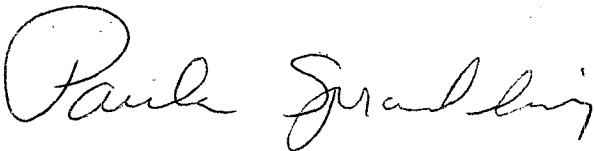
Eddie Raines
City of Las Vegas
Business Services Division
July 17, 2003

Re: Feng Che—examination of massage techniques

Dear Eddie Raines,

On July 17, 2003, Feng Che give me a full body massage using all the necessary techniques which made it apparent that she attended a 500-hour massage school.

Her draping was very professional, with good organization of the various massage techniques, she had a good flow, and applied petrissage and compression at the right time. Feng Che was able to focus on various muscles groups, she positioned for muscle isolation Serratus anterior and suscapularis with the use of acupressure points. I would give her a passing grade.



Sincerely yours,
Paula Spradling
Owner Spa at Lakeside

City of Las Vegas

Agenda Item No.: 73

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 3, 2003

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☐

CONSENT

☒

DISCUSSION

SUBJECT:

Discussion and possible action regarding Temporary Approval of a new Locksmith License subject to the provisions of the planning and fire codes, Joseph M. Ingersoll, dba Magnum Lock Company, 2000 South Rainbow Boulevard, Suite 108, Joseph M. Ingersoll, Owner, 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 Locksmith License

RECOMMENDATION:

Recommend approval subject to the provisions of the planning and fire 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 Joseph Ingersoll
3. Map

MOTION:

MONCRIEF – APPROVED subject to the provisions of the Planning and Fire codes and granting authority to the Director or designee to issue a permanent license upon receipt of a favorable police report – **UNANIMOUS** with MACK excused

MINUTES:

JIM DiFIORE, Business License, stated that the applicant met all the qualifications for a temporary license. He recommended approval as stated.

JOSEPH INGERSOLL was not present.

There was no further discussion.

(10:38 – 10:39)

1-3509

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: DECEMBER 3, 2003

DEPARTMENT: FINANCE AND BUSINESS SERVICES

ITEM DESCRIPTION: Discussion and possible action regarding Temporary Approval of a new Locksmith License subject to the provisions of the planning and fire codes, Joseph M. Ingersoll, dba Magnum Lock Company, 2000 South Rainbow Boulevard, Suite 108

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 November 6, 2003 from Joseph M. Ingersoll outlines the request for temporary license.

The applicant submitted all of the required documentation and paid all applicable fees for investigation on November 12, 2003. Based on a review of the Scope printout furnished to this Department by Mr. Ingersoll, we have determined that he is preliminarily suitable to hold a temporary locksmith 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.

Joseph Michael Ingersoll
2000 S. Rainbow Suite #108
Las Vegas, NV 89146

November 6, 2003

City Council
Las Vegas, Nevada
400 Stewart Ave
Las Vegas, NV

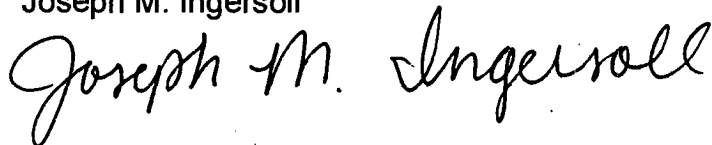
Dear City Council Members:

Recently I applied for a City Privilege license. I'm asking the council to grant me the ability to work with a temporary license while my application is pending. The reason I am making this request is I am currently unemployed. While I could accept employment with established companies, I wish to start my own locksmithing business. I have the training and have completed my apprenticeship as a locksmith. I have been in the industry for five years, and have seen a lack of customer service and appreciation on the part of many companies. This is a service void I believe I could fill. With my expertise and knowledge of locking devices I believe I could make a world of difference to those I hope to provide service to. My mobile service would cater to good standing citizens, local businesses and law enforcement agencies.

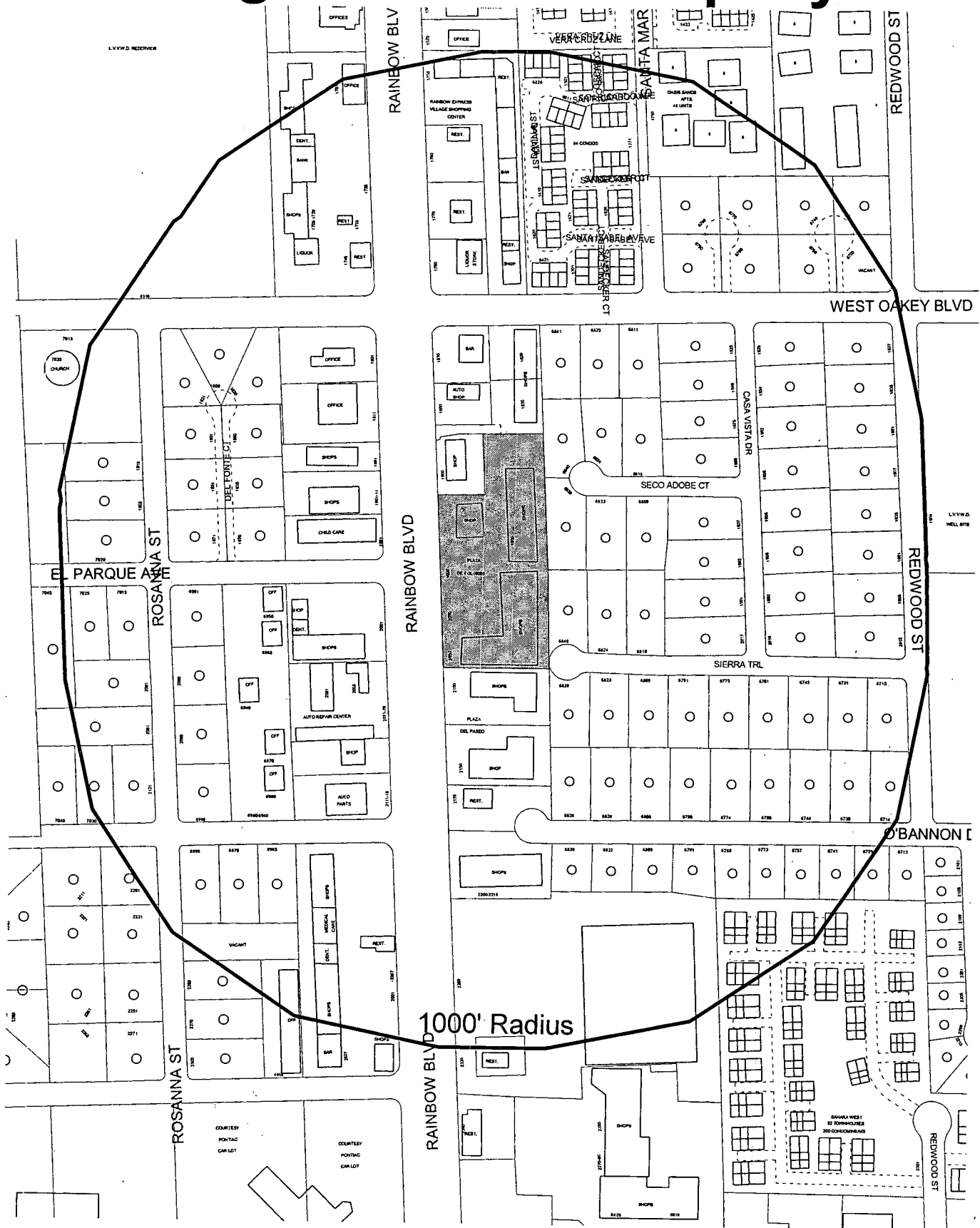
I wish to express my appreciation to the Council for your consideration of this request.

Sincerely,

Joseph M. Ingersoll

A handwritten signature in black ink that reads "Joseph M. Ingersoll". The signature is written in a cursive, flowing style.

Magnum Lock Company



0 200 400 Feet



City of Las Vegas

Agenda Item No.: 74

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: DECEMBER 3, 2003****DEPARTMENT: CITY CLERK****DIRECTOR: BARBARA JO (RONI) RONE MUS** ☐ **CONSENT** ☒ **DISCUSSION****SUBJECT:****BOARDS & COMMISSIONS:****ABEYANCE ITEM** - ANIMAL ADVISORY COMMITTEE – Gretchen Stone, Term Expiration 4-3-2004 (Resigned)**Fiscal Impact**☒**No Impact****Amount:**☐**Budget Funds Available****Dept./Division:**☐**Augmentation Required****Funding Source:****PURPOSE/BACKGROUND:**

This board is comprised of 5 members who serve two-year terms, no limit to the number of terms that may be served and no requirement to fill an unexpired portion of a term. There is no City residency requirement. Since Ms. Stone is moving out of state, it will be necessary to appoint a new member. At the Council Meeting of November 19, 2003, this item was abeyed to December 3, 2003.

RECOMMENDATION:

Procedure for this Board requires appointment by the City Council. Appointee will fill a new two-year term.

BACKUP DOCUMENTATION:

1. E-mail from Roger Van Oordt, Animal Control Supervisor, Detention & Enforcement, including resignation from Gretchen Stone
2. Current Listing and Authority - Animal Advisory Committee

MOTION:

MONCRIEF – Motion to appoint **CHARLES FITZGERALD** – **UNANIMOUS** with **MACK** excused

MINUTES:

COUNCILWOMAN MONCRIEF thanked CHARLES FITZGERALD for contacting her to seek appointment to this Committee. He has been a Ward 1 resident for 12 years and denounced any radical activism. MR. FITZGERALD explained that while watching the last Council meeting it appeared that service on this Committee would be an appropriate way to get actively involved in the City again.

There was no further discussion.

(10:39 – 10:41)

1-3581

Donna Willey

From: Roger Vanoordt
Sent: Wednesday, October 15, 2003 10:14 AM
To: Roni Ronemus; Donna Willey
Cc: Mike Sheldon; Wayne Griffin; Karen Coyne
Subject: Animal Advisory Committee

Gretchen Stone, a long term Animal Advisory Committee member has resigned her position effective immediately. The reason Gretchen is resigning her position is because she is moving to Idaho. She will be moving November 8th. Gretchen has faithfully served on the Committee since April of 1996. She has always made herself available to attend meetings. Her good judgement and expertise in making recommendations to the Court will be missed. I feel a Letter of Appreciation or some type of recognition from the City is in order. We will need to replace her position as soon as possible, as there is a meeting tentively scheduled for November 19.

Roger Van Oordt
 Animal Control Supervisor
 City of Las Vegas
 (702) 229-2401

-----Original Message-----

From: Gretchen Stone [mailto:windrush@speakeasy.net]
Sent: Wednesday, October 15, 2003 9:41 AM
To: Roger Vanoordt
Subject: Re: e-mail verification

Mr. Roger Vanoordt
 It is with regret that I will have to resign from the City Of Las Vegas Animal Advisory board, as of this date October 15,2003. Thank you for letting me serve the community.
 Gretchen Stone
 Windrush Cockers
 Las Vegas, NV
 ASC Member

----- Original Message -----

From: "Roger Vanoordt" <RVanoordt@ci.las-vegas.nv.us>
To: <Windrush@speakeasy.net>
Sent: Wednesday, October 15, 2003 9:19 AM
Subject: e-mail verification

>
 >
 >

10-21-2003

ANIMAL ADVISORY COMMITTEE

<u>MEMBERS</u>	<u>ADDRESS</u>	<u>ORIGINAL CODE</u>	<u>APPT.</u>	<u>TERM EXPIRES</u>
1. DOLGINOFF, MARK A. DVM (Adamsen's recom.) (Reese's recom.) (M. McDonald's recom.)	2003 Silverton Drive (Henderson) Of: 1024 E. Twain Ave.	89074 89109	3-20-1996 (Reapp. 3-9-1998) (Reapp. 3-1-2000) (Reapp. 2-20-2002)	3-20-2004
2. STONE, GRETCHEN (Adamsen's recom.) (Reese's recom.) (M. McDonald's recom.)	6485 West Laredo St. (County) RESIGNED	89146	4-3-1996 (Reapp. 3-9-1998) (Reapp. 3-1-2000) (Reapp. 2-20-2002)	4-3-2004
3. COLUMBO, STACI (Mack's recom.) Replaced Diana Chesnoff (Mack's reappoint.)	10289 Placid Street (Ward 6)	89123	11-15-2000 (Resigned 10-23-2000) (Reapp. 10-16-2002)	11-15-2004
4. BUTCHE, SUSAN (Adamsen's recom.) (Reese's recom.) (Reese's recom.) (Reese's recom.)	6170 Buckskin Avenue (County)	89108	4-5-1995 (Reapp. 3-10-1997) (Reapp. 3-8-1999) (Reapp. 3-7-2001) (Reapp. 3-19-2003)	4-5-2005
5. DUKES, AMBER (Brown's recom.) (Brown's recom.)	301 Arnold Street (Ward 5)	89120	2-7-1996 (Reapp. 2-2-2000) (Reapp. 1-16-2002)	2-7-2004

Authority:

Ord. #3618, Bill 91-75 adopted 12-4-91 (repealed #1777),
LVMC 7.16.050 - Ord. #5220, Bill 2000-30, adopted 5-17-2000, updates
City's animal control regulations.

Members:

5 members (do not have to represent any specific areas or categories)

Appointed:

Appointed by the City Council.

Term:

2 yr. terms (no limit to number of terms)
Do not have to fill unexpired portion of term.

Notes:

No City residency requirement.
No financial disclosure requirement.

Prior Code:

Ord. #1777, adopted 7-2-75

PURPOSE: Committee is convened by Municipal Court. After a criminal complaint has been filed, Municipal Court may refer the question of whether an animal is vicious, dangerous, or ferocious to the Animal Advisory Committee.

City of Las Vegas

Agenda Item No.: 75

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: DECEMBER 3, 2003****DEPARTMENT: CITY CLERK****DIRECTOR:** BARBARA JO (RONI) RONEMUS ☐ **CONSENT** ☒ **DISCUSSION****SUBJECT:****BOARDS & COMMISSIONS:****ABEYANCE ITEM** - PLANNING COMMISSION – Craig Galati, Term Expiration 6-2005

(Resigned)

Fiscal Impact☐**No Impact****Amount:** \$80 per meeting attended☒**Budget Funds Available****Dept./Division:** Planning & Development☐**Augmentation Required****Funding Source:** General Fund**PURPOSE/BACKGROUND:**

Mr. Craig Galati has resigned his position with the Planning Commission effective October 9, 2003. With the enactment of Ordinance 5193 in January 2000, this appointment is coterminous with the appointing Councilmembers' term of office, and will expire in June 2005. Terms are for four years with a limit of two full terms, and unexpired terms must be filled. Appointee must be a City of Las Vegas resident, and this is a compensatory board. At the Council Meeting of November 19, 2003, this item was abeyed to December 3, 2003.

RECOMMENDATION:

Procedure for this Board is a recommendation by the appropriate member of Council with the approval of Council. Councilman Brown is to recommend a new representative to fill Mr. Galati's unexpired term, which expires June 2005.

BACKUP DOCUMENTATION:

1. Letter of Resignation
2. Current Listing & Authority – Planning Commission
3. Board Interest Form – Darlene G. K. Hutchinson

MOTION:**BROWN – TABLED – UNANIMOUS with MACK excused****MINUTES:**

NOTE: COUNCILMAN BROWN requested the City Attorney's office draft a letter regarding whether statute or ordinance prohibits someone whose firm is under contract with the City from serving on this Commission. Historically, throughout Southern Nevada, engineers and architects have been appointed, but the practice seems to be contrary and the situation necessitates clarification. The City is going to send the question to the State Ethics Commission for an advisory opinion.

AL GALLEG0 expressed a concern that appointees should have to file disclosures the day they begin sitting. This may require a change in the law.

There was no further discussion.

(10:41 – 10:43)

1-3679

Craig S. Galati
10200 Owls Peak Court
Las Vegas, Nevada 89144

October 9, 2003

Mayor Oscar Goodman and Members of the City Council
400 Stewart Avenue
Las Vegas, Nevada 89101

Re: Planning Commission Resignation

Dear Mayor and Council;

It is with a heavy heart that I write this letter. After serving on the City of Las Vegas Planning Commission for six years, I find myself in a place where I must resign from the commission due to business commitments. My resignation will be effective at the end of the Planning Commission meeting of October 9, 2003.

As you know, I have enjoyed serving the City in this capacity and have always tried to do so to the best of my ability. I am very proud of the accomplishments that our Commission and ultimately the City Council worked so diligently toward. I am also grateful to you and the City Council for allowing me the opportunity to serve. I have been very fortunate to serve with dedicated, informed, and reasoned people on the Commission over my tenure. We all have one thing in common, trying our best to make Las Vegas the best place to live and work.

Thank you for your support and a special thank you to Councilman Brown, who believed in my abilities when he first recommended my appointment in 1997. I wish the best of luck to the Commission and the Council and hope that I will again be afforded the opportunity to serve the City of Las Vegas in the future.

Sincerely;



Craig S. Galati

/csg

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2003 OCT 24 A 11:25

11-19-2003 Per Senate Bill 147, effective June 11, 2003, compensated boards meeting certain criteria are no longer required to file State Financial Disclosure Statements. This board meets that established criteria.

PLANNING COMMISSION

<u>MEMBERS</u>	<u>ADDRESS</u>	<u>ZIP CODE</u>	<u>ORIGINAL APPT.</u>	<u>TERM EXPIRES</u>
1. TRUESDELL, RICK (Chairman). (Mayor's recommendation) Mayor's Appointment	Cornerstone Company 201 Las Vegas Blvd. S. #250 (Ward 1)	01	1-19-2000 (Appointed as coterminous appointment) (Reappt. 6-18-2003)	6-2007
2. DAVENPORT, LEO (Moncrief's recommendation) Ward 1 Appointment	GFD Investments 540 St. Louis (Ward 1)	04	8-20-2003	6-2007
3. ~~GALATI, CRAIG~~ ~~(Brown's recommendation)~~ ~~Ward 4 Appointment~~	~~Lucchesi/Galati Architects~~ ~~500 Pilot Road, Suite A~~ ~~(Ward 2)~~	~~19~~	~~9-8-1997~~ ~~(Reap. 8-15-01 as~~ ~~coterminous appointment)~~	~~6-2005~~
4. McSWAIN, LAURA (L. McDonald recommendation) Ward 2 Appointment	Terra Contracting, Inc. 5380 S. Valley View, Suite H (County)	18	6-20-2001 (Appointed as coterminous appointment)	6-2005
5. GOYNES, BYRON A. (Weekly's recommendation) Ward 5 Appointment	6424 Eagle Point Road (Ward 6)	08	2-16-2000 (Reapp.5-16-01 as coterminous appointment) (Reappt. 6-18-2003)	6-2007
6. NIGRO, TODD (Vice Chair) (Mack's appointment) Ward 6 Appointment	3965 S. Durango Dr., Ste. 106 (County)	47	8-7-2002 (Effec. 8-19-02)	6-2005
7. EVANS, STEVEN (Reese's appointment) (Replaced Lanny Littlefield) Ward 3 Appointment	State of Nevada 555 E. Washington Ave, #3300 (Ward 5)	01	8-1-2001 (Appointed as coterminous appointment) Eff. 8-1-2001) (Reappt. 6-18-2003)	6-2007

AUTHORITY:

NRS 278 - L.V.M.C. 2.44
(11-15-95 Ord. 3940, Bill 95-73, removed restriction that PC members could hold no other public office - this restriction was previously removed by the Legislature from NRS.)
(Amended per Bill 2001-70, Ordinance 5346, adopted 8-1-2001, to indicate financial disclosure requirement)
(Amended per Bill 2001-145, Ordinance 5409 - First Amendment, adopted 1-2-2002, to increase compensation for members from \$50.00 to \$80.00 per meeting attended, effective October 1, 2001 per SB554)

TERM:

4 years (limited to 2 full terms; no former member who has completed two full terms will be eligible for appointment until at least two years from term expiration have elapsed.) (LVMC 2.44.020; 1-19-2000 Ord. 5193, Revised the expiration of members' terms to run concurrent with the term of the elected official recommending their appointment)
Must fill unexpired terms.

COMPENSATION:

\$80.00 per meeting attended

APPOINTED:

7 Members-each member of the City Council recommends one person for appointment w/approval of Council. Terms are coterminous with the member making the recommendation (Appointees may not be members of the elected governing body - NRS 278.040)

11-19-2003 Per Senate Bill 147, effective June 11, 2003, compensated boards meeting certain criteria are no longer required to file State Financial Disclosure Statements. This board meets that established criteria.

PLANNING COMMISSION

Page 2

NOTES: MUST BE CITY OF LAS VEGAS RESIDENT.

Per Senate Bill 147, effective June 11, 2003, compensated boards meeting certain criteria are no longer required to file State Financial Disclosure Statements. This board meets that established criteria.

MEETINGS: Meets 2nd & 4th Thursday of each month, 6:00 PM, Council Chambers, January through October, and 1st and 3rd Thursday, November and December. (Briefing 5:15 P.M.)

PURPOSE: The Planning Commission is advisory to the City Council on matters related to zoning and other related issues and serves as a final action board for Tentative and Final Maps.



City of Las Vegas
Board, Commission, or Committee Interest Form

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CITY CLERK

2003 AUG 18 A 11:33

Name: Darlene G.K. Hutchinson

Home Street Address: 451 Crestdale Lane #138

City: Las Vegas ZIP Code: 89144

Work Street Address: same as above

City: _____ ZIP Code: _____

Employer: Self Occupation: developer-investor

Home Phone Number: 702 313-4333 Work Phone Number: _____

Other Phone Number: 775 846-1111 Email Address: DGK@BQ01.com

Please list the boards, commissions, or committees that you are interested in

serving on:

Arts Commission

City Center Development Corporation

Clark County Conservation District Board

Historic Preservation Commission

Planning Commission

Page 1 of 2

For office use only

CLV Y N

Ward 2

Date 8/20/2003

Please list any boards, commissions, or committees that you serve on, or have served on in the past (Use additional pages, if necessary):

Advisory Board to Redevelopment
Agency, 1980's, City of San Marcos, CA.
Rick Gittings, city manager

Please discuss your qualifications to serve on any boards, commissions, or committees (Use additional pages, if necessary):

Developer, investor, 25 years, in
industrial, commercial, and minor
subdivisions, San Diego County, CA.
Washoe County, NV., and Clark
County, NV.

Please list any of your relatives or friends that work for the entity in which you would be serving:

Feel free to attach a resume to this form. Upon submitting this form, all information will be considered public information. This form will be kept on file for 6 months from date of submittal. It is the applicant's responsibility to submit a new form after that time. This form does not constitute an application for employment. Please do not to submit this form electronically. It should be printed, completed and mailed along with a letter and resume.

Please submit to:

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

Fax: (702) 382-4803

*You may be required to be resident of the City of Las Vegas to serve certain boards, committees, or commissions.

Page 2 of 2

Community Service:

- 1) Volunteer of the month, San Diego County, 1980's
- 2) Las Vegas Art Museum, 2002 nominee Community Enrichment Award

2003 AUG 18 A 11:22
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CITY CLERK

City of Las Vegas

Agenda Item No.: 76

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: DECEMBER 3, 2003****DEPARTMENT: CITY CLERK****DIRECTOR: BARBARA JO (RONI) RONEMUS** ☐ **CONSENT** ☒ **DISCUSSION****SUBJECT:****BOARDS & COMMISSIONS:****TRAFFIC & PARKING COMMISSION – Robert Hoban, Term Expiration 12-20-2003****Fiscal Impact**

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

PURPOSE/BACKGROUND:

Ordinance #5258 enacted October 4, 2000 increased the public membership on this commission to seven. The members are appointed by the Mayor and confirmed by the City Council such that one member shall reside in and represent each of the six Wards and one member representing the City as a whole. Mr. Hoban represents Ward 3 and he wishes to be reappointed. This seat requires Councilman Reese's recommendation. There is no requirement to fill unexpired portions of terms and no limits to the number of terms which may be served.

RECOMMENDATION:

Procedure for this Board requires appointment by the Mayor with confirmation by the City Council. The appointee for Mr. Hoban's seat must be a resident of Ward 3 and Councilman Gary Reese is eligible to make the recommendation.

BACKUP DOCUMENTATION:

Current Listing & Authority - Traffic & Parking Commission

MOTION:

REESE – Motion to REAPPOINT ROBERT HOBAN – UNANIMOUS with MACK excused

MINUTES:

COUNCILMAN REESE thanked **MR. HOBAN** for his outstanding past service, current service as the Commission chair and moved to reappoint.

There was no further discussion.

(10:47)

2-206

6-19-2002

TRAFFIC & PARKING COMMISSION

<u>MEMBERS</u>	<u>ADDRESS</u>	<u>ZIP CODE</u>	<u>ORIGINAL APPT.</u>	<u>TERM EXPIRES</u>
1. CRAIK, BETTY (McDonald's recommendation) (Replaced Robert White-Resigned 3-29-2002)	4416 Alta Drive Resident of Ward 1	07	5-15-2002	5-15-2006
2. ESBIN, MARTIN (Adamsen's recommendation) (L. McDonald's reappt.recommendation)	9329 Lotus Elan Dr. Resident of Ward 2	17	2-21-1996 (Reappt. 2-16-2000)	2-21-2004
3. CARRY, TED (Callister's recommendation) (Weekly's concurrence to remain in seat following enactment of Ordinance #5258 due to redistricting) (Weekly's reappt.recommendation)	1900 Stonehaven Dr. Resident of Ward 4 (with redistricting this residence is in Ward 5)	108	5-27-1997 (Reappt. 5-2-2001)	5-27-2005
4. HOBAN, ROBERT (Reese's recommendation)	1929 Ballard Drive Resident of Ward 3	04	12-20-1995 (Reappt. 1-5-2000)	12-20-2003
5. TURNER, DAVID STEPHEN (Mayor Goodman, City-wide appt.)	1210 Hinson Street Resident of Ward 1	02	6-19-2002	6-19-2006
6. PHILLIPS, JOHN J. (Brown's recommendation)	3016 Yeoman Circle Resident of Ward 4	28	1-3-2001	10-18-2004
7. BRANDON, LEWIS (Mack's recommendation)	3732 Justin Springs Circle Resident of Ward 6	08	11-1-2000	10-18-2004

(The Sheriff, or his designee, Lt. Wayne Petersen, Attn. Sgt. Tom Plehn, Traffic Section, LVMPD, 400 Stewart Avenue, Traffic Section, Las Vegas, Nevada 89101-2984 (229-3535) (Acting Designee - Sgt. Tom Plehn) and the Director of Public Works, or his designee, are also voting members.)

AUTHORITY: L.V.M.C. 2.48, Amended by Bill 2001-70, Ordinance 5346, adopted 8-1-2001. Resolution R-34-2002, adopted 6-5-2002, creates a Traffic Signal Capital Improvements Advisory Committee in conjunction with the City's Traffic Signal Capital Improvements Plan.

TERM: 4 years. No limit to number of terms. No requirement to fill unexpired portions of terms.

MEMBERS: 9 voting members - 7 members of the public, the Sheriff, & Public Works Director. (Bill #89-72 adopted 1-3-90 increased from 3 to 5 the public members; Ordinance #5258 enacted 10/4/2000 increased the public membership to 7 to include the two new Wards). Seven public members **appointed by the Mayor and confirmed by the City Council** such that one member shall reside in and be representative of each of the six Council Wards with one member representing the City as a whole. Ex-Officio (non-voting) - Traffic Engineer, City Attorney, Fire Chief, Director of Planning & Development or their designees and other staff members that the City Manager may designate.

NOTES: MUST BE CITY OF LAS VEGAS RESIDENT, Ord. 3527.

NO CITY FINANCIAL DISCLOSURE REQUIREMENT per Bill 2001-70, Ordinance 5346, adopted 8-1-2001. (State Financial Disclosure no longer required due to passage of AB611 during 1999 Nevada State Legislature stipulating uncompensated Commissions no longer required to file State form.)

MEETINGS: Meets 4th Thursday of each month, 2 p.m., City Hall Council Chambers.

City of Las Vegas

Agenda Item No.: 77

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: DECEMBER 3, 2003****DEPARTMENT: CITY CLERK****DIRECTOR: BARBARA JO (RONI) RONEMUS** ☐ **CONSENT** ☒ **DISCUSSION****SUBJECT:****BOARDS & COMMISSIONS:**

CHILD CARE LICENSING BOARD – New Ward 5 Coterminous Appointment, Term Expiration 6-2007; New Ward 6 Coterminous Appointment, Term Expiration 6-2005; Dianne Farkas, Term Expiration 6-2007 (Resigned)

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

With the passage of Ordinance 5635, the seven members of the Child Care Licensing Board are now equal to the number of those serving on the City Council, and each member of Council appoints one member subject to ratification by the Council. Terms will run concurrently with the term of the appointing City Council member, all members of this board must be City residents, and unexpired terms must be filled. Additionally, one member of the seven must be a current licensed operator of a facility in the city and a second member may be a current licensed operator or former licensed operator. The other five citizen members are not required to fill a specific category. With the expansion of this board, it is now necessary to fill the Ward 5 (Councilman Weekly) and Ward 6 (Councilman Mack) seats. Also, Dianne Farkas, Mayor Goodman's appointment, has resigned and it will be necessary to fill this unexpired term.

RECOMMENDATION:

Councilman Weekly shall recommend his Ward 5 coterminous appointee, Councilman Mack shall recommend his Ward 6 coterminous appointee, and Mayor Goodman shall recommend his new coterminous appointee, who must fill the unexpired term. Recommendations must be ratified by the City Council, must be city residents, and as one licensed operator currently serves on this board, only one current or former licensed operator may be recommended to fill one of these three seats.

BACKUP DOCUMENTATION:

1. Resignation letter from Dianne Farkas
2. Current Listing and Authority – Child Care Licensing Board

MOTION:

REESE – ABEYANCE to 12/17/2003 – UNANIMOUS with GOODMAN abstaining because his wife is President of the Meadows School, which has a pre-school program that would fall under this Licensing Board, and MACK excused

*City of Las Vegas***Agenda Item No.: 77**

CITY COUNCIL MEETING OF DECEMBER 3, 2003
Boards and Commissions
Item 77 – Child Care Licensing Board

MINUTES - Continued:

COUNCILMAN REESE indicated he would make the appointment in the Mayor's place, due to the abstention. COUNCILMAN WEEKLY discussed with CITY CLERK RONEMUS and JIM DiFIORE, Manager of Business Services, that the composition of the board is limited to a maximum of two child care operators. The expansion of the board allows for one more such representative. COUNCILMAN WEEKLY stated that he would request an abeyance in order to check with the individual he would like to appoint and added that COUNCILMAN MACK had also indicated that he would request an abeyance of his appointment as well. MAYOR PRO TEM REESE agreed to hold the Mayor's appointment two weeks as well.

There was no further discussion.

(10:44 – 10:47)

1-3876/2-1

Dianne Farkas, M.S.
8538 Sierra Cima lane
Las Vegas, NV 89128
H. 870-1307
W 870-9583
F 870-9585
M 682-3043
f2fisd13@infionline.net

November 7, 2003

Mayor Oscar Goodman
City of Las Vegas

Fax: 385-7960

Dear Mayor Goodman:

Regretfully, I need to resign from the Child Care Licensing Board. It is apparent that I am not able to represent your perspective in making decisions regarding suitability for Child Care Licensing.

Thank you,



Dianne Farkas, M.S.

Cc: Wendy Smith

2003 NOV 10 A 1:56
RECEIVED
CITY CLERK

11/10/03

Cheryl —

Wanted to make sure
Mayor saw this. Plan to put
it on 12/3 Agenda. Okay?
Vma

11-20-2003

NO FINANCIAL DISCLOSURE REQUIRED PER BILL 2001-70, ORDINANCE 5346, OF 8-1-2001

CHILD CARE LICENSING BOARD

<u>MEMBERS</u>	<u>ADDRESS</u>	<u>ZIP CODE</u>	<u>ORIGINAL APPT.</u>	<u>TERM EXPIRES</u>
1) HAYES, MARY JANE * (Brown appointment) (Replaced Diane Simon-Jessen)	2612 Ashby Avenue (Ward 4) Licensed Operator of Child Care Facility	02	10-3-2001	6-2005
2) GRECO, STEVEN J.. (L. B. McDonald appointment) (Replaced Cheryl Polk)	1212 Enderly Lane (Ward 2)	44	10-29-2003	6-2005
3) FARKAS, DIANNE ~~(Mayor Goodman appointment)~~ ~~(Replaced Rhonda Evans)~~	~~8536 Sierra Cima Ln.~~ ~~(Ward 4)~~ RESIGNED	~~28~~	~~6-18-2003~~	~~6-2007~~
4) SALM, MARYANNE (Reese appointment) (Replaced Frances Montes)	1047 East Oakley Blvd. (Ward 3)	04	6-18-2003	6-2007
5) PROUD, JULIE (Moncrief's appointment)	2509 Callita Court (Ward 1)	02	12-5-2001 (Reappt. 7-2-2003)	6-2007
6) (Weekly's appointment)				
7.) (Mack's appointment)				

AUTHORITY: L.V.M.C. 6.24. Created by Ord. #860, 8-10-60. Bill #92-7, Ord. 3631, 3-4-92, restructured board. Bill #2001-70, Ord. 5346, 8-1-01, financial disclosure statement. Bill #2003-77; Ord. 5635 First Amendment; expanded and defined membership and amended licensing provisions

MEMBERS: 7 MEMBERS appointed by the City Council, with each member of the Council making one appointment.

TERM: 4 years, with term to run concurrent with term of the elected official who made the appointment.

NOTES: **MUST BE CITY RESIDENT. MUST FILL UNEXPIRED TERMS IF APPROPRIATE. NO LIMIT TO NUMBER OF TERMS, WHICH MAY BE SERVED.**
(City Financial Disclosure no longer required due to adoption of Bill #2001-70, Ord. #5346, adopted 8-1-01. State Financial Disclosure no longer required due to passage of AB611 during 1999 Nevada State Legislature stipulating uncompensated Boards no longer required to file State form.) (Council to give special consideration to the background of appointees - qualifications, ability, education, experience, training, profession or occupation, availability and willingness to serve, etc.)

RESTRICTION: *One member of the seven must be a current licensed operator of a facility in the city and a second member may be a current licensed operator or former licensed operator. The other five citizen members are not required to fill a specific category.

PURPOSE: Hears all applications for child care facility licenses and advises the City Council, and makes recommendations on amendments to the Child Care Chapter of the City Code.

MEETINGS: Meets second Wednesday of each month, 3:00 p.m., Council Chambers.

City of Las Vegas

Agenda Item No.: 78

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: DECEMBER 3, 2003****DEPARTMENT: CITY CLERK****DIRECTOR: BARBARA JO (RONI) RONEMUS** ☐ **CONSENT** ☒ **DISCUSSION****SUBJECT:****BOARDS & COMMISSIONS:****SENIOR CITIZEN LAW PROJECT ADVISORY BOARD – Lucy Peres, Term Expiration 12-18-2003****Fiscal Impact**

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

PURPOSE/BACKGROUND:

This Board is comprised of 9 members, filling three-year terms, with at least two members over the age of 60. Appointees must represent specific categories: 2 members of Senior Organizations; 2 Senior Service Providers; 3 Private Citizens; and 2 members of the Nevada State Bar. Members are limited to two terms. Ms. Peres filled one of the two seats in the "Senior Services Provider" category. Ms. Peres served the maximum number of terms and is therefore not eligible for reappointment.

RECOMMENDATION:

Procedure for this Board requires appointment by the City Council. It will be necessary to appoint a new member in the Senior Services Provider category to fill this seat.

BACKUP DOCUMENTATION:

1. Memo from Sheri Cane Vogel recommending the appointment of Pamela Dalinis
2. Current Listing and Authority - Senior Citizen Law Project Advisory Board

MOTION:**REESE – Motion to APPOINT PAMELA DALINIS – UNANIMOUS with MACK excused****MINUTES:**

COUNCILMAN REESE pointed out that SHERI CANE VOGEL had recommended appointment of PAMELA DALINAS. There was no opposition to that recommendation.

There was no further discussion.

(10:47)
2-204

Memorandum

City of Las Vegas Senior Law Project

To: Roni Ronemus, City Clerk
From: Sheri Cane Vogel, Esq., Project Administrator *SCV.*
Date: Thursday, November 20, 2003
Re: Senior Citizens Law Project Advisory Board

It is my recommendation that Pamela Dalinis be appointed to fill the impending vacant seat of SCLP Advisory Board Member Lucy Peres. Pamela Dalinis, MA, RN, is the Assistant Director of the Nevada Center for Ethics and Health Policy. Her address is 9060 W. Fisher Avenue, Las Vegas, NV 89149 and her phone number is 528-5995. She works closely with seniors in the community and has expressed an interest in serving as an Advisory Board member.

SCV:cab

RECEIVED
CITY CLERK

2003 NOV 20 P 4:20

Confidential

8-14-2003

SENIOR CITIZEN LAW PROJECT ADVISORY BOARD

<u>MEMBERS</u>	<u>ADDRESS</u>	<u>ZIP CODE</u>	<u>ORIGINAL APPT</u>	<u>TERM EXPIRES</u>
1. MALLOY, KIMBERLY (Private Citizen)	2921 N. Tenaya Way, Ste 234 (Ward 4) (Goodman reappoint. recommendation)	28	11-1-1998 (Reappoint. 10-3-2001)	11-1-2004
2. SEIP, JACKIE (Exec Administrative Assistant to Dean/Pres. NV College of Pharmacy) (Rep. Senior Orgs.) (Replaced Johnston, Judy)	5740 S. Eastern Ave., Ste. 240 (County) (Leisure Services appointment recommendation)	19	4-17-2002 (Effective 4-18-2002)	4-18-2005
3. ADAIR, VALERIE P. (Clark County Deputy District Atty.) (Member Nevada State Bar)	200 South 3 rd Street (Ward 3) (Brown recommendation)	55	7-19-2001	7-19-2004
4. THOMAS, ROY (Private Citizen)	2570 Horizon Ridge Parkway, #5206 Henderson, Nevada (Ward 5) (M. McDonald recommendation)	52	12-18-2002 (Effective 1-5-2003)	1-5-2006
5. PERES, LUCY (Senior Services Provider)	Hm: 829 Antigua Street (Ward 2) (L. B. McDonald reappoint. recommendation)	28	12-18-1997 (Reappoint. 11-15-2000)	12-18-2003
6. MILLER, JANICE (Senior Services Provider)	333 Las Vegas Blvd. South, #8016 (Ward 1) (M. McDonald recommendation)	01	10-16-2002 (Effective 11-18-2002)	11-18-2005
7. GREENLEE, MARY JO (Senior Organization)	901 North Jones Boulevard (Ward 5) (L. Weekly appointment)	08	12-19-2001 (Effective 1-17-2002)	1-17-2005
8. CERCEO, ROBERT (Attorney, Clark County) (Member Nevada State Bar)	3551 East Bonanza Road, #101 (Ward 3) (M. McDonald recommendation)	10	4-14-2003	4-14-2006
9. KIPNIS, MAE (Private Citizen) (Replaced Robert D. Thompson)	5805 W. Harmon Ave., #252 Ward 4) (Brown recommendation)	03	2-6-2002	7-2004

AUTHORITY:

Resolution adopted 11-1-78.

TERM:

By-laws: Latest Revision 10-28-91

MEMBERS:

3 years. Limited to 2 terms
 9 members (at least 2 over 60 years of age)
 2 members to be members of senior organizations.
 2 from senior service providers
 3 private citizens
 2 members of the Nevada State Bar

APPOINTED:

Appointment by the City Council; Must fill unexpired terms

NOTES:

NO CITY RESIDENCY REQUIREMENT - NO FINANCIAL DISCLOSURE REQUIREMENT

Sheri Cane Vogel, Project Director, Sn. Cit. Law Project

MEETINGS: Quarterly (Jan, Apr, July, Oct) 4th Monday, 4 p.m., Howard Cannon Center, 340 N. 11th Street.

City of Las Vegas

Agenda Item No.: 79

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 3, 2003

DEPARTMENT: CITY CLERK

DIRECTOR: BARBARA JO (RONI) RONEMUS ☐ **CONSENT** ☒ **DISCUSSION**

SUBJECT:

BOARDS & COMMISSIONS:

CLARK COUNTY REGIONAL FLOOD CONTROL DISTRICT CITIZENS ADVISORY
COMMITTEE – Laura Bonich, Term Expires 11-3-2003

Fiscal Impact

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

PURPOSE/BACKGROUND:

There are three representatives of the general public on this Citizens Advisory Committee. One citizen is appointed by the City Council with one citizen appointed by each of the two City Council members serving on the Regional Flood Control District. Ms. Laura Bonich presently serves in the seat appointed by the City Council. Her term of office expired on November 3, 2003. As there is no limit to the number of terms a member may serve, Ms. Bonich is eligible, but does not wish to serve another two-year term.

RECOMMENDATION:

Procedure for this seat is appointment by the City Council of a new citizen representative to this Committee.

BACKUP DOCUMENTATION:

1. Current Listing & Authority - Clark County Regional Flood Control District Citizens Advisory Committee
2. Board Interest Form – Terrence P. Kane, PE
3. Submitted after final agenda – Inter-office memorandum from Councilman Brown regarding appointment of Terrence Kane

MOTION:

BROWN – Motion to APPOINT TERRENCE P. KANE – UNANIMOUS with MACK excused

MINUTES:

COUNCILMAN BROWN commented that the proposal was to appoint MS. BONICH's father TERRENCE KANE, a retired engineer, to fill the seat. MR. FRASER with the Flood Control District agreed in a conversation that MR. KANE would be a great candidate to replace MS. BONICH.

There was no further discussion.

(10:47 – 10:49)

2-227

2-28-2002

CLARK COUNTY REGIONAL FLOOD CONTROL DISTRICT CITIZENS ADVISORY COMMITTEE

MEMBERS	ADDRESS	Zip Code	Original Appt.	Expiration Date

CITY COUNCIL APPOINTMENT

LAURA BONICH (Council appt.) Phone: 562-0472 (Replaced Donald M. Clark)	3109 Villa Colonade (Ward 4)	128	11-3-2001	11-3-2003

NOTE: The information related to the two independent appointments shown below was provided by the Regional Flood Control District. Council members make independent appointments handled by the RFC staff - Clerk's Office has no involvement with the following appointments.

INDEPENDENT APPOINTMENTS

<u>Name</u>	<u>Address</u>	<u>Zip Code</u>	<u>Original Appt.</u>	<u>Expiration Date</u>
1 MAYHAN, DOBSON (ABE) Appt. by Lurie Reappointed by Higginson 11-30-92 Reappointed by Brass 4/95 Reappointed by Callister 8-95 Reappointed by Brown - 8-97 Reappointed by Brown - 6-99 Reappointed by Brown - 8-01	7900 Fanciful Ave. (Ward 2)	128	4-18-1991	8/2003
2. YOUNG, DR. LINDA (Appt. By Councilman Michael Mack) Bus: 799-8484 Home: 645-4216 (Replaced Tony Sanchez)	3625 Bradley Rd. (Ward 6)	130	11/9/2001	11-9-2003

AUTHORITY: NRS. 543.355

MEMBERS: 3 representatives of the general public.
(One citizen appointed by the City Council; one citizen appointed by each of the two City Council members serving on the Regional Flood Control District.)

TERMS: 2 year terms - terms of office for the Citizens Advisory Committee are set by the RFC CAC Rules and Regulations. No limit to number of terms.

**NOTE: The term of an independent appointed board member will expire when the term expires for the appointing official serving on the board is no longer serving on the board. The new member then appoints or re-appoints to fill the position.

RECEIVED
CITY CLERK

2003 NOV -5 P 1:51

City of Las Vegas Board, Commission, or Committee Interest Form

Name: TERRENCE P. KANE, PE (WA, AK)Home Street Address: 8536 DESERT HOLLY DRIVECity: LAS VEGAS ZIP Code: 89134Work Street Address: NONE

City: _____ ZIP Code: _____

Employer: RETIRED Occupation: CIVIL ENGINEERHome Phone Number: 702 254 8713 Work Phone Number: NONEOther Phone Number: NONE Email Address: TERRYPKANE@
AOL.COM

Please list the boards, commissions, or committees that you are interested in
serving on:

CLARK COUNTY REGIONAL FLOOD CONTROL
DISTRICT ~ CITIZEN'S ADVISORY COMMITTEE

*For office use only*CLV Y N Ward Date

Please list any boards, commissions, or committees that you serve on, or have served on in the past (Use additional pages, if necessary):

NUMEROUS COMMITTEES ASSOCIATED WITH A
40 YEAR CAREER IN THE ENGINEERING PROFESSION,

Please discuss your qualifications to serve on any boards, commissions, or committees (Use additional pages, if necessary):

I AM INTERESTED IN REGIONAL FLOOD CONTROL
AND HAVE THE TIME AND BACKGROUND TO
MAKE A CONTRIBUTION TO THIS IMPORTANT
WORK.

Please list any of your relatives or friends that work for the entity in which you would be serving:

NONE

Feel free to attach a resume to this form. Upon submitting this form, all information will be considered public information. This form will be kept on file for 6 months from date of submittal. It is the applicant's responsibility to submit a new form after that time. This form does not constitute an application for employment. Please do not to submit this form electronically. It should be printed, completed and mailed along with a letter and resume.

Please submit to:

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

Fax: (702) 382-4803

RECEIVED
CITY CLERK
2003 NOV -5 P 1:51

**You may be required to be resident of the City of Las Vegas to serve certain boards, committees, or commissions.*

CITY OF LAS VEGAS

Date

INTER-OFFICE MEMORANDUM

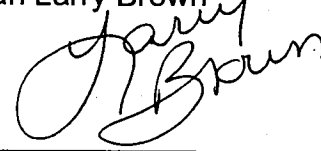
November 24, 2003

TO:

Mayor Oscar B. Goodman
 Councilman Gary Reese, Mayor Pro-Tem
 Councilwoman Lynette Boggs-McDonald
 Councilman Lawrence Weekly
 Councilman Michael Mack
 Councilwoman Janet Moncrief

FROM:

Councilman Larry Brown



SUBJECT:

Regional Flood Control District's
 Advisory Committee (CAC)
 Board Appointment

COPIES TO:

Barbara Jo (Roni) Ronemus
 Darcy Hayes

It is my desire to appoint Terrance Kane to the Regional Flood Control District's Citizens Advisory Committee (CAC.) If you have any questions, please do not hesitate to contact my office at x 4647.

LLB:lk

RECEIVED
 CITY CLERK

2003 NOV 26 P 4:58

Submitted after final agenda

Date 11/26/03 Item #79

City of Las Vegas

Agenda Item No.: 80

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 3, 2003

DEPARTMENT: CITY CLERK

DIRECTOR: BARBARA JO (RONI) RONEMUS ☐ **CONSENT** ☒ **DISCUSSION**

SUBJECT:

BOARDS & COMMISSIONS:

Appointment and Reappointment of Members to the Youth Neighborhood Association Partnership Program (YNAPP) Grant Review Board

Fiscal Impact

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

PURPOSE/BACKGROUND:

The Youth Neighborhood Association Partnership Program Grant Review Board was established by Council action on March 1, 2000. YNAPP is a service-learning program encouraging young people to take an active role in their neighborhood. The Board consists of 15 members, eight adults and seven youth. Terms of office are one year, and members may be reappointed to consecutive one-year terms. Expiration of this Board occurs annually at a date specified by the City. Members appointed at this meeting will serve from December 3, 2003 to December 2, 2004.

RECOMMENDATION:

Procedure for this Board is appointment by the City Council. The Department of Neighborhood Services recommends the following appointments and reappointments:

Appointments: (Adult Representative) Detrick Sanford, (Youth Representatives) Rosette Diaz, Taylor Verhaalen, Francisco Arambula, Henry Rodriguez, Crystal Hemsley, Afton Brown

Reappointments: (Youth Representative) Alexis Kourafas, (Adult Representatives) Minerva Gomez, Katrina Manzi, Loretta Arrington, Katherine Martin, Greg Toussaint, Darcy Hayes, Lisa Clearwater-Campbell

BACKUP DOCUMENTATION:

1. Agenda Memo explaining purpose of board and proposed appointments and their categories
2. Current Listing and Authority – Youth Neighborhood Association Partnership Program (YNAPP) Grant Review Board

MOTION:

WEEKLY – Motion to APPOINT ROSETTE DIAZ, TAYLOR VERHAALLEN, FRANCISCO ARAMBULA, HENRY RODRIGUEZ, CRYSTAL HEMSLEY, AFTON BROWN, AND REAPPOINT ALEXIS KOURAFAS, MINERVA GOMEZ, KATRINA MANZI, LORETTA ARRINGTON, KATHERINE MARTIN, GREG TOUSSAINT, DARCY HAYES, LISA CLEARWATER-CAMPBELL as recommended and REAPPOINT KELLY BENEVIDEZ with DETRICK SANFORD as an alternate – UNANIMOUS with MACK excused

City of Las Vegas

Agenda Item No.: 80

CITY COUNCIL MEETING OF DECEMBER 3, 2003

Boards and Commissions

Item 80 – Appointment and Reappointment of Members to the Youth Neighborhood Association Partnership Program (YNAPP) Grant Review Board

MOTION - Continued:

NOTE: An initial motion by REESE to make the appointments as recommended, which carried unanimously with MACK excused, was reconsidered upon motion by WEEKLY, which also carried unanimously with MACK excused.

MINUTES:

There was no discussion during the initial hearing of this item. The item was subsequently recalled at the request of COUNCILMAN WEEKLY.

COUNCILMAN WEEKLY clarified that MR. SANDFORD is 18 and has graduated from high school, resulting in his representing the adult population. Inasmuch as he cannot have representation on the board for both adult and youth, he would reappoint KELLY BENEVIDEZ and have MR. SANDFORD serve as an alternate. JOCELYN BLUITT, Neighborhood Services, verified that such an appointment would be permitted. COUNCILMAN WEEKLY stressed that MR. SANDFORD did a fantastic job representing the City in Houston, Texas.

(10:49/12:21)

2-265/3-372

*City of Las Vegas***AGENDA MEMO****CITY COUNCIL MEETING DATE:** December 3, 2003**DEPARTMENT:** CITY CLERK**ITEM DESCRIPTION:** Appointment and Reappointment of Members to the Youth Neighborhood Association Partnership Program (YNAPP) Grant Review Board

The Youth Neighborhood Association Partnership Program (YNAPP) is designed to encourage neighborhood youth to take an active role in their community. This program will enable middle and high school youth throughout the City of Las Vegas to carry out community building projects of their own design.

Youth who need financial assistance to implement community service learning project ideas can apply for YNAPP grants up to \$1,000. Young people involved in this program will identify community needs, plan a strategy to address those needs, and submit an YNAPP Grant Application to implement their plan.

Youth and adults will serve side by side on the YNAPP Grant review Board and select exemplary proposals for funding. The board consists of fifteen (15) members, seven (7) youth and eight (8) adults. The Board shall be comprised of the Mayor's two (2) designees, and one (1) Council designee from each of the six (6) Council Wards. The Mayor shall also appoint seven (7) youth from geographically diverse locations throughout the City of Las Vegas.

Attached are the Department of Neighborhood Services' recommended appointments and reappointments listed according to their appropriate categories.

City of Las Vegas

CITY COUNCIL MEETING DATE: December 3, 2003

AGENDA MEMO – PAGE TWO

YNAPP GRANT REVIEW BOARD APPOINTMENTS December 3, 2003	
Elected Official	Designee
Mayor Oscar B. Goodman Designee	Katrina Manzi, Community Leader 3608 Naugatuck Circle 89129 306-3383
Mayor Oscar B. Goodman Designee	Minerva Gomez, City of Las Vegas 229-6281
Mayor Pro-Tem Gary Reese Ward 3 Designee	Loretta Arrington, Council Liaison City of Las Vegas 229-6501
Councilman Michael J. McDonald Ward 1 Designee	Katherine Martin, Neighborhood Leader 2801 Alcoa Ave. 89102 876-5156
Councilwoman Lynette Boggs McDonald Ward 2 Designee	Greg Toussaint, Neighborhood Leader 9030 W. Sahara Ave. #465 89117 240-5994
Councilman Larry Brown Ward 4 Designee	Darcy Hayes, Council Liaison City of Las Vegas 229-6501
Councilman Lawrence Weekly Ward 5 Designee	Detrick Sanford, Neighborhood Leader 310 W. Van Buren Ave. 89106 646-1420
Councilman Michael Mack Ward 6 Designee	Lisa Clearwater Campbell, Council Liaison City of Las Vegas 229-6501
Mayor Goodman's Youth Designees:	
Youth Designee Representing: Clark High School	Rosette Diaz, 6390 Pawlow Ave. 89118 683-5221
Youth Designee Representing: The Meadows School	Taylor Verhaalen, 2694 Caumsett Ct. 89117 227-6067
Youth Designee Representing: Desert Pines High School	Francisco Arambula, 2421 Statz St. NLV 89030 639-9993
Youth Designee Representing: Cimarron-Memorial High School	Alexis Kourafas, 8117 Tiara Cove Circle 89128 228-2461
Youth Designee Representing: Western High School	Henry Rodriguez, 5009 Carmen Blvd. 89108 631-7949
Youth Designee Representing: Cheyenne High School	Crystal Hemsley, 2832 Armin Ave. 89101 649-8013
Youth Designee Representing: Centennial High School	Afton Brown, 8117 Eagle Clan Ct. 89131 367-6718

2-5-2003

YOUTH NEIGHBORHOOD ASSOCIATION PARTNERSHIP PROGRAM (YNAPP) GRANT REVIEW BOARD

	<u>MEMBERS</u>	<u>ADDRESS</u>	<u>ZIP CODE</u>	<u>ORIGINAL APPT.</u>	<u>TERM EXPIRES</u>
1.	Katrina Manzi (Mayor Oscar Goodman's Designee)	3608 Naugatuck Circle 306-3383	89129	2-5-2003	1-21-2004
2.	Minerva Gomez (Mayor Oscar Goodman's Designee)	City Hall 229-6281	89101	5-3-2000 (Reappointed 12-19-2001) (Effective 1-21-2002) (Reappointed 2-5-2003)	1-21-2004
3.	Katherine Martin (Councilman Michael McDonald's Ward 1 Designee) (Replaced Mel Kalagian - resigned effective 1-28-2002)	2801 Alcoa Avenue 876-5156	89102	2-20-2002 (Reappointed 2-5-2003)	1-21-2004
4.	Greg Toussaint (Councilwoman Lynette B. McDonald's Ward 2 Designee) (Replaced Nichole Alberti - resigned effective 1-29-2002)	9030 W. Sahara Avenue, #465 240-5994	89117	2-20-2002 (Reappointed 2-5-2003)	1-21-2004
5.	Loretta Arrington (Mayor Pro-Tem Gary Reese's Ward 3 Designee)	City Hall 229-6501	89101	5-3-2000 (Reappointed 12-19-2001) (Effective 1-21-2002) (Reappointed 2-5-2003)	1-21-2004
6.	Darcy Hayes (Councilman Larry Brown's Ward 4 Designee)	City Hall 229-6501	89101	2-5-2003	1-21-2004
7.	Kelly Benavidez (Councilman Lawrence Weekly's Ward 5 Designee) (Replaced Joshua D. Swackhamer - resigned effective 2-6-2002)	City Hall 229-6501	89101	2-20-2002 (Reappointed 2-5-2003)	1-21-2004
8.	Lisa Clearwater Campbell (Councilman Michael Mack's Ward 6 Designee)	City Hall 229-6501	89101	2-5-2003	1-21-2004
9.	Detrick Sanford (Mayor Oscar Goodman's Youth Designee Representing Advanced Technologies Academy)	310 W. Van Buren Avenue 646-1420	89106	12-19-2001 (Effective 1-21-2002) (Reappointed 2-5-2003)	1-21-2004
10.	Megan Lee (Mayor Oscar Goodman's Youth Designee Representing Community College High School - West)	5807 Falling Stream Avenue 456-6061	89131	2-5-2003	1-21-2004

Youth Neighborhood Association Partnership Program (YNAPP)
2-5-2003
Page 2

	<u>MEMBERS</u>	<u>ADDRESS</u>	<u>ZIP CODE</u>	<u>ORIGINAL APPT.</u>	<u>TERM EXPIRES</u>
11.	Yolanda Ordiway (Mayor Oscar Goodman's Youth Designee Representing Clark High School)	2775 East Fremont Street, #1018 380-4214	89104	2-5-2003	1-21-2004
12.	Alexis Kourafas (Mayor Oscar Goodman's Youth Designee Representing Cimarron-Memorial High School)	8117 Tiara Cove Circle 228-2461	89128	2-5-2003	1-21-2004
13.	Jacqueline Waite (Mayor Oscar Goodman's Youth Designee Representing Palo Verde High School)	9204 White Tail Drive 243-3940	89134	2-5-2003	1-21-2004
14.	Henry Jimenez (Mayor Oscar Goodman's Youth Designee Representing Western High School)	309 El Dorado Canyon Street 648-9877	89107	2-5-2003	1-21-2004
15.	Rosaura Gonzalez (Mayor Oscar Goodman's Youth Designee Representing Clark High School)	3655 East Sahara Avenue, #2127 207-0483	89104	2-5-2003	1-21-2004

GENERAL PURPOSE: Service learning program designed to encourage middle and high school youth to take an active role in their community. Youth and adults will serve side-by-side and select exemplary proposals for funding. Board reviews YNAPP applications and recommends awards to the City Council. Service learning grants are offered to registered neighborhood association youth groups for neighborhood and community improvement projects.

AUTHORITY: Created by City Council action on 3-1-2000 and members appointed on 5-3-2000. By-laws adopted 3-1-2000.

TERMS: ONE-YEAR TERM - May be reappointed to consecutive one-year terms.

Must fill un-expired term. Membership is not transferable or assignable.
Board expires yearly on January 21 of each year.

MEMBERS: 15 members appointed by the Mayor and City Council as follows:

Mayor	Two (2) Adult Designees
Council	Seven (7) Youth Designees from geographically diverse locations
	One (1) Adult Designee from each of the six Council Wards

NOTE: NO CITY RESIDENCY REQUIREMENT.
NO FINANCIAL DISCLOSURE REQUIRED.

CONTACT: Principal Office: City Hall, 400 Stewart Avenue, Dept. of Neighborhood Services, 2nd Floor, Las Vegas, Nevada
Contact Person: Jocelyn Bluitt - 229-5267

City of Las Vegas

Agenda Item No.: 81

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 3, 2003

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

RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT THIS MEETING:

ABEYANCE ITEM - 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

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

This bill would adjust the recently-adopted drought conservation ordinance to establish, instead of merely authorize, exemptions for certain water features. Among them: swimming pools, small water features in residential developments, recreational water features, and pre-existing features necessary to sustain aquatic animals. The bill would also 1) establish a process for resort hotels or coalitions thereof to obtain an exemption for certain water features based upon a request for exemption and the submittal of a water use reduction plan, and 2) provide for the limited operation of water features otherwise prohibited during drought conditions in order to maintain their integrity and functionality.

RECOMMENDATION:

ADOPTION at 11/19/2003 City Council meeting pursuant to the 11/3/2003 Recommending Committee.

First Reading – 10/29/2003; First Publication – 11/7/2003

BACKUP DOCUMENTATION:

Bill No. 2003-90

Submitted after the meeting: copy of written comments of Tom McGowan

MOTION:

BROWN – Second Reading and BILL ADOPTED as First Amendment as Ordinance No. 5647 – UNANIMOUS with MACK excused

Clerk to proceed with second publication

MINUTES:

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



Agenda Item No.: 81

CITY COUNCIL MEETING OF DECEMBER 3, 2003
Recommending Committee
Item 81 – 2003-90

MINUTES - Continued:**APPEARANCES:**

OSCAR GOODMAN, Mayor
DOUGLAS SELBY, City Manager
LAWRENCE WEEKLY, Councilman
GARY REESE, Councilman
BRAD JERBIC, City Attorney
MR. WILLIAMS, Advanced Technology Academy
PAT MULROY, Southern Nevada Water Authority
LARRY BROWN, Councilman
TOM McGOWAN, Las Vegas resident
VAL STEED, Chief Deputy City Attorney
JANET MONCRIEF, Councilwoman
LYNETTE BOGGS McDONALD, Councilwoman
TODD FARLOW, 240 North 19th Street
KENT CLIFFORD, Jones & Sahara
RUTH MOORE, R&H Beauty Supply
DIANE MACROFT, Ribiero Companies
(10:50 – 11:59)
2-298

**City Council Meeting
December 3, 2003**

Verbatim Transcript: Item 81

1 Bill No. 2003-90 – Amends Ordinance No. 5616, pertaining to drought conservation
2 measures, to adjust the exemption provisions relating to the prohibition of fountains and
3 water features. Proposed by: Douglas Selby, City Manager

4
5
6 Appearance List:

7 OSCAR GOODMAN, Mayor
8 DOUGLAS SELBY, City Manager
9 LAWRENCE WEEKLY, Councilman
10 GARY REESE, Councilman
11 BRAD JERBIC, City Attorney
12 MR. WILLIAMS, Advanced Technology Academy
13 PATRICIA MULROY, Southern Nevada Water Authority
14 LARRY BROWN, Councilman
15 TOM McGOWAN, Las Vegas resident
16 VAL STEED, Chief Deputy City Attorney
17 JANET MONCRIEF, Councilwoman
18 LYNETTE BOGGS McDONALD, Councilwoman
19 TODD FARLOW, 240 North 19th Street
20 KENT CLIFFORD
21 RUTH MOORE, R&H Beauty Supply
22 DIANE MACROFT, Ribiero Companies

23
24 (10:50 – 11:59)

25 2-298

26 1 Hour 9 Minutes
27

28 Typed by: Vicky Darling

29 Proofed by: Gabriela S. Portillo-Brenner

**CITY COUNCIL MEETING
DECEMBER 3, 2003**

VERBATIM TRANSCRIPT: ITEM 81

30 **MAYOR GOODMAN**

31 All right, we'll now go to Item 81. Item 81 is Bill Number 2003-90, amends Ordinance Number
32 5616, pertaining to drought conservation measures to adjust the exemption provisions relating to
33 the prohibitions of fountains and water features. This is proposed by Dr. Selby.

34

35 **DOUGLAS SELBY**

36 Mayor, at – the last Council meeting you had dialogue about this proposed amendment to the
37 existing drought code. That dialogue resulted in some direction to me to interact with the
38 Southern Nevada Water Authority regarding some possible changes or amendments to the
39 proposal that was before you two weeks ago. Here today is Pat Mulroy, the General Manager
40 from the Southern Nevada Water Authority, to give you a little more insight into the code as it's
41 currently proposed.

42

43 **MAYOR GOODMAN**

44 Very good. Thank you. Ms. Mulroy.

45

46 **COUNCILMAN WEEKLY**

47 Mayor?

48

49 **MAYOR GOODMAN**

50 Yes.

51

52 **COUNCILMAN WEEKLY**

53 Excuse me. I'm sorry, Ms. Mulroy. Do we want to read this item in first before we have
54 discussion? Is this one of those items?

55

56 **MAYOR GOODMAN**

57 (inaudible)

**CITY COUNCIL MEETING
DECEMBER 3, 2003**

VERBATIM TRANSCRIPT: ITEM 81

58 **COUNCILMAN REESE**

59 Yeah, we need that bill read.

60

61 **COUNCILMAN WEEKLY**

62 We need to have the bill read first.

63

64 **MAYOR GOODMAN**

65 Oh, oh, Councilman, thank you for bringing that to my attention. I saw Ms. Mulroy there, I got
66 scared and forgot the usual procedure that we have.

67

68 **COUNCILMAN WEEKLY**

69 It – appears as though your body's here with us, but your mind is on the other side of town.

70

71 **MAYOR GOODMAN**

72 With the peeps. All right. All right.

73

74 **COUNCILMAN WEEKLY**

75 And I'd like to have it read. Mr. Jerbic, let's kind of help him out here today.

76

77 **MAYOR GOODMAN**

78 Thank you.

79

80 **BRAD JERBIC**

81 Thank you, Councilman. I appreciate that. We are joined again today by our friends from the
82 Advanced Technology Academy. So Mr. Williams will be reading the new bills today, or excuse
83 me, the bills eligible for adoption. Mr. Williams.

**CITY COUNCIL MEETING
DECEMBER 3, 2003**

VERBATIM TRANSCRIPT: ITEM 81

84 **MR. WILLIAMS**

85 All right. Bill Number 2003-90, an ordinance to amend Ordinance Number 56, 5616 pertaining
86 to drought conservation measures to adjust the exemption provisions relating to the prohibition
87 of fountains and water features and to provide for other related matters.

88

89 **MAYOR GOODMAN**

90 Okay. Thank you very much, Councilman.

91

92 **COUNCILMAN WEEKLY**

93 Yes, Sir.

94

95 **MAYOR GOODMAN**

96 Ms. Mulroy.

97

98 **PATRICIA MULROY**

99 Thank you, Mr. Mayor. Thank you, Mr. Mayor, members of the Council. It's – my pleasure to
100 have been given the privilege to come before you this morning and discuss with you the severity
101 of the drought and the necessity for the ordinance amendment that you have before you.

102 Before I get into the specifics of the – ordinance amendment, let me share with you exactly where
103 we find ourselves in this drought. As you know, the Southern Nevada Water Authority Board at
104 its last meeting declared drought alert for, commencing January two thousand and four. That
105 means that Lake Mead, which full is at elevation 1204, has dropped to elevation 1141. It's below
106 1145, which is the trigger point. This winter is critical. If we have a bad winter this winter,
107 which means that in the States of Wyoming, Colorado and Utah, there is less than normal
108 precipitation, and the snow runoff that will happen in the spring and early summer does not
109 occur, it is a very high probability that by January of two thousand and five we will drop below
110 1125 and the lower basin will be in a state of drought emergency.

111 Now let me put that in perspective. Eleven twenty-five is a low elevation for Lake Mead. The
112 power head, which means the elevation that Lake Mead has to have to effectively gener, for

**CITY COUNCIL MEETING
DECEMBER 3, 2003**

VERBATIM TRANSCRIPT: ITEM 81

113 Hoover Dam to effectively generate power is at 10-80. There has been a severity of drought and
114 this winter, if that happens, this situation is going to worsen to a critical level.

115 The drought has ravaged all the states. As you know, the Governor of the State of Nevada has
116 declared drought emergency for the entire State of Nevada. Drought emergencies have been
117 declared in Utah. There is still drought conditions existing on the western slope of Colorado,
118 although the City of Denver has been alle, the problems in the City of Denver have been
119 alleviated through the snow fall on the east slope last winter. Wyoming still has drought torn
120 areas. The State of Arizona is unable to bank for us this year because the Salt River Project
121 needs all the Colorado River supplies that they can get their hands on in order to meet the
122 demands of their customers. And the State of California has agreed to reduce their take by
123 800,000 acre feet over the next several years.

124 These are not pretty times and these are very difficult times. Southern Nevada is going to be
125 thrust into a position where they're going to have to get somewhat aggressive with their
126 neighbors in the lower basin and with the other basin states to get through this temporary
127 moment in history, where things happen that nobody expected to happen and that hopefully will
128 never happen again.

129 As you know, our next source of supply is ground and surface waters that exist in the State of
130 Nevada, and we are moving aggressively to be able to bring those in. The earliest those supplies,
131 however, can come to Southern Nevada will be around two thousand and ten, 2011. So until
132 then, we have what we would have had called interim surplus or the ability to overuse the
133 Colorado River when Mother Nature allows that to happen. Mother Nature is not allowing it to
134 happen right now. We have some water banked in the State of Arizona. We have 116,000 acre
135 feet banked there. We have 250,000 banked in our own ground water basin. But we don't know
136 how long the drought will last.

137 We need the help of our basin, of the other basin states. We need to be able to what's called,
138 activate what is called a dry-year option. Go to farmers in California and in Arizona, pay them to
139 not farm and use their water on a year-to-year basis to get through the drought. We will not be
140 able to do that with any degree of credibility or get the cooperation from any of the basin states if
141 we haven't done everything humanly possible to reduce consumption in Southern Nevada.

**CITY COUNCIL MEETING
DECEMBER 3, 2003**

VERBATIM TRANSCRIPT: ITEM 81

142 Now I recognize and I would rather talk to you about just about anything than some of the less
143 pleasant measures that have had to have been under consideration by the various councils and the
144 County Commission over the last, over the course of the last year. Having to get into private
145 enterprise's business and tell them how to use their water, when to use it, is not pleasant. It's, or
146 equally not pleasant to do that with homeowners. However, a conservation campaign has to be
147 credible. And where I agree with those that say, taking out turf is a far more effective way of
148 conserving water than reducing the fountains, it is an aggravation to many of the customers that
149 reside in the City of Las Vegas and in the unincorporated County that say, I drive by a fountain,
150 the fountain is running, why do I have to conserve? Why can't I wash my car in the driveway?
151 And probably right now the car washing prohibition that goes into effect January of 2004 is
152 garnering the most resentment from the general public.

153 It is very difficult to explain to them that it is okay for those fountains to run and, in what truly is
154 only a decorative advantage. There's no economic advantage. And I know there've been lots of
155 discussions about the fountains on the Strip and other resort properties and the fountains on, in
156 front of business parks, gas stations and other commercial properties and even in residential
157 areas. The argument that was made by the Southern Nevada Water Authority Board and is
158 embedded in the drought plan that was adopted by that Board and subsequently by you, was that
159 if turning the fountain on represented a risk, an economic risk, then the fountain could stay on. If
160 the foun, if you turn off the fountains at Bellagio, if you dry up the canals at the Venetian, if you
161 tur, shut down Wet-N-Wild, if you'd shut down the fountain in front of the Mirage, there, you are
162 going to send the message to the tourist industry in the country that there's a water problem in
163 Las Vegas, albeit temporary, and that maybe we'll wait and come and visit Las Vegas at a later
164 date.

165 It also becomes very difficult to differentiate. Even if you, if the County Commission and the
166 City Council chose to not provide water to fountains in those resort properties, fountains such as
167 the Bellagio would remain on. That is the old Dunes ground water right. We have no control
168 over the use of that water. Furthermore, the water in front of the fountain in front at the Mirage
169 is treated, recycled water from within that property. When that property was built, a wastewater
170 treatment plant was put in the park, basement of the parking garage at Treasure Island and that is

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171 the water that fuels the volcano in front of the Mirage and the water features in front of Treasure
172 Island. The canals at the Venetian, those are our water. But so is the water on, at the O Show,
173 and it is but a small leap to go from outside water features to inside water features. And if you
174 shut down the O Show, what will the layoff possibilities on the Las Vegas Strip be?

175 So there is an economic risk that is taken when you start turning off those water features. As I've
176 gone around to the neighboring states, and believe me, our fountains have been an issue in every
177 state in the Colorado basin. As recently as this summer and into the fall, the State of Colorado
178 had a ballot measure before the voters of the State of Colorado looking for voter approval of a
179 billion dollars for water projects. And one of the big reasons they used that they needed this
180 money to build these waters (sic) project was to prevent continued waste of quote, Colorado's
181 water in areas like Las Vegas where it is in fountains. And fountains, whether they be the
182 Anthem fountain or the fountains in front of Bellagio or fountains in front of other residential or
183 commercial properties, were on the front page of the Denver Post, all through the summer and
184 into the fall.

185 That makes it very, very difficult. And, as I've gone around and explained to the states in very
186 public forums and making presentations, I can explain the economic value of the use of that
187 water on the Las Vegas Strip and in other resort properties. It's very simple. When Southern
188 California went through one of its most devastating droughts in the mid 80s, no one shut down
189 Disneyland. Splash Mountain continued to function. Pirates of the Caribbean continued to be
190 there. The dancing waters of foun, of Fantasia continued to be there as a tourist attraction. It had
191 a huge economic impact on the City of Anaheim and on the general surrounding area that that
192 was deemed an economic use and those fountains were left on.

193 There is a dividing line there. The same holds true for the Las Vegas Strip. Disneyland is for
194 children, the Las Vegas Strip is for dults (sic), for adults. It's the same type of tourist-related use
195 of water in a, quote, water feature, whether it be in Southern California or whether it be here in
196 Southern Nevada.

197 The difficulty that we have in leaving the fountains on, and it would be my pleasure to be able to
198 recommend to you that we start making exceptions to the water features in front of business
199 parks and at residential areas, is that the conservation campaign will lose credibility. It will

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200 become increasingly difficult, as you tighten the screws on residential and you begin to get
201 increasingly prohibitive with our residential community, to convince them that this drought is
202 real and the need to conserve is real if they drive by fountains for which it is very difficult to
203 make an economic argument that they need to be on.

204 Now, I realize that the indefinite nature of the drought puts some significant pressure on
205 businesses and that there is a perception that this might be a temp, a permanent embargo.
206 Nothing could be further from the truth. If we have a wet winter, if we have a winter where we at
207 least see that we're not going to leave the drought alert status, it would be staff's
208 recommendation at the Authority that the entities begin discussion on ways of allowing fountains
209 to be turned back on for drought watch and drought alert. We might even get out of it. But you
210 have to remember that in order to even get back to drought watch, we have to have a hundred and
211 fifty-five percent of normal precipitation. That's, that is a staggering amount. It has happened.
212 But obviously the probabilities aren't enormous.

213 So, it would be our request, at this point, that the City Council seriously consider, at least until
214 April and May of next year, to not grant any exceptions for areas that are not resort-tied and
215 would move forward with the ordinance as it's presented to you here this morning. And with
216 that, I thank you for your indulgence this morning and would be happy to answer any questions
217 you might have.

218

219 **MAYOR GOODMAN**

220 Thank you very much. We appreciate the fact that you came to address us. And are there any
221 questions of Ms. Mulroy at this time? All right.

222

223 **COUNCILMAN WEEKLY**

224 I have a question.

225

226 **MAYOR GOODMAN**

227 If you do?

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228 **COUNCILMAN WEEKLY**

229 Yes, Sir.

230

231 **MAYOR GOODMAN**

232 Yes, Councilman.

233

234 **COUNCILMAN WEEKLY**

235 Thank you very much, Sir. Ms. Mulroy, thank you very much for your presentation. You

236 mentioned some, something to the effect early in your presentation about carwashes?

237

238 **PATRICIA MULROY**

239 Um, hum.

240

241 **COUNCILMAN WEEKLY**

242 I had gotten a phone call in reference to an applicant who's looking to go before Planning to

243 propose a new carwash. Are you suggesting that those are things that we need to flag and –

244

245 **PATRICIA MULROY**

246 Oh, no. Absolutely not. We're encouraging our residents –

247

248 **COUNCILMAN WEEKLY**

249 Okay.

250

251 **PATRICIA MULROY**

252 – to take cars to carwashes.

253

254 **COUNCILMAN WEEKLY**

255 To carwashes, okay.

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256 **PATRICIA MULROY**

257 Because if the water gets in, gets recycled, and which most of the carwashes do –

258

259 **COUNCILMAN WEEKLY**

260 Yes, Ma'am.

261

262 **PATRICIA MULROY**

263 – or it gets into the sewer system, –

264

265 **COUNCILMAN WEEKLY**

266 Okay.

267

268 **PATRICIA MULROY**

269 – then it gets recycled and it's reused. The problem we have with homeowners washing their
270 cars in their driveways is that the water runs down the street and we lose it.

271

272 **COUNCILMAN WEEKLY**

273 Okay. Yes, Ma'am. And then I'm, I notice, I watch you, I watched you all on several occasions
274 on Channel 2 and 4, with various, I guess, topics, talking about this particular issue that we're
275 dealing with, but are we doing any other type of major campaign to just every day common folk
276 who are not understanding the, I guess, the situation that we're in? Because you can drive down
277 many neighborhood streets and continue to see water flowing out of different lawns and – just
278 different people fixing on cars and having carwashes in their neighborhood or what have you.
279 What are we doing to really attack this particular issue?

280

281 **PATRICIA MULROY**

282 Well, as the Water District we have the ability to cite. And we have been citing very
283 aggressively this year. Obviously, our first line of defense is to educate and persuade the
284 individuals to change. But, obviously, there are still people that are defiant of it and don't want

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285 to participate. So we have been fining, and I will agree with you that enforcement is a nightmare.
286 But we continue to move forward and, in truth of fact, the conservation campaign has reaped
287 huge results.

288

289 **COUNCILMAN WEEKLY**

290 Yes, Ma'am.

291

292 **PATRICIA MULROY**

293 And the, probably the successes weigh, far out weigh the failures. The Southern Nevada
294 community and all the various jurisdictions, the – people have stepped up to the plate. The
295 Water Authority budgeted for fiscal year two thousand and three/two thousand and four \$13
296 million for retrofit of lawns. It's all gone. We're going to have to go back and we're going to
297 have to augment that because the demand is so high. And it will take some time. But we're just
298 going to have to work our way through each one of those as they get reported to us, and then
299 follow through with that particular resident.

300

301 **COUNCILMAN WEEKLY**

302 And then my last question would be, the Southern Nevada Water Authority Board, for my own
303 understanding, does that consist of representatives from different governmental entities?

304

305 **PATRICIA MULROY**

306 Yes, Sir, it does. It –

307

308 **COUNCILMAN WEEKLY**

309 And I ask that because I was watching the news and I'm wondering why is it that other
310 municipalities, if they have representatives on this Board, then why are they responding by
311 saying, well, we want to see what the other municipalities are gonna do, opposed to taking
312 responsibility and understanding that we're all in the same problem together? It doesn't matter

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313 whether if the City cuts off all of its water, the County's going to have problems just as well as
314 North Las Vegas and any other entity. I mean, I –

315

316 **PATRICIA MULROY**

317 That's a very good question, and it was one that was asked to me yesterday by the County
318 Commission, because the Water District had the service rules in front of it that are the
319 implementing piece of your ordinance. And the answer's very simple. Every one of the entities
320 have to do it. If any one of the entities does not adopt this ordinance, it moots it for everybody.
321 Because it will have to go back to the Southern Nevada Water Authority, we'll have to retool it,
322 and we would have to look across the Valley. If one entity adopts this ordinance and another
323 doesn't, then the businesses in the entity that did adopt it is, are at a disadvantage.

324

325 **COUNCILMAN WEEKLY**

326 Yeah.

327

328 **PATRICIA MULROY**

329 They have then a competitive advantage, during the course of the drought.

330

331 **COUNCILMAN WEEKLY**

332 Yes, Ma'am.

333

334 **PATRICIA MULROY**

335 And, so, it was the philosophy and the direction of the Authority Board, and then subsequently
336 the implementing boards, that we all take 90% of our water from the Colorado River. We all
337 share the same pipe. We all share the same source of supply. We're all equally effected by the
338 drought. That each of us adopt the same set of ordinances to respond to the drought.

339

340 **COUNCILMAN WEEKLY**

341 Thank you.

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342 **MAYOR GOODMAN**

343 Thank you. Ms. Mulroy, I'm glad that you came here today. I'm a big fan. I'm on the Water
344 Authority. I see what you do. I know where you're coming from. I realize this is a matter of
345 great exigency. That time is of the essence. But I, I'm very troubled, because I know what
346 you're trying to accomplish. You're trying to, well, of course, conserve water. I mean, that's – a
347 given. But you're trying to do it, and the Authority is trying to do it, by creating a perception, as
348 much as anything else, that if we do certain things the public will be educated and will follow as
349 far as water conservation is concerned. And, as a pragmatist, that's probably very wise. But I –
350 think that there's a – reality that's out there that is being ignored and I don't think it should be
351 ignored, and that is, if in fact, and we had a presentation at our last Council meeting and that's
352 what caused us to have our discussion over at the Water Authority, by Peter Thomas, who has a
353 reflecting pool at an office building at Sahara and Rancho. And it's a – little pool. Probably
354 doesn't use too much money, probably a matter of, in dollars and cents, very insignificant, and he
355 said let me have my reflecting pool and in return for that I will pull out all of the turf that we
356 have and we'll xeriscape it. We'll make it very desert friendly, and we'll be saving 50 times the
357 amount of water than we're expending at this point in time, with our lawns, in exchange for
358 turning off our reflecting pool. And – he wasn't the first person to say that.

359 Councilman Brown, when we first began our discussions, stepped up and, basically, he made a
360 very similar or like argument and it made an awful lot of sense to me. And, apparently, in our
361 discussion, if I understood you correctly, you do not disagree with that concept. But, at the same
362 time, you believe that it would be too difficult for the public perhaps to understand what is taking
363 place, if there was such an exchange, removal of the turf in exchange for letting us use our little
364 reflecting pond. I – have more faith, I think, in – the public, as far as their understanding. And
365 this is what I would really like the discussion to go to.

366 We have a very effective ad campaign taking place. We've been told that at the Water Authority,
367 not only with the Anglo-speaking folks, but also the Latino-speaking folks. And everybody is
368 being advised as to what our real serious problem here in Southern Nevada is. Couldn't you
369 devise an ad campaign, and this is what I envision, and I worry about this, believe it or not. I

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370 worry about it both in my capacity as the Mayor as well as being a member of the Authority as
371 well as being the husband of a woman who really is very resistant at the change.

372

373 **PATRICIA MULROY**

374 I have a spouse like that as well.

375

376 **MAYOR GOODMAN**

377 I know you do. And it makes a miserable going home, because I'm advocating one position and
378 she's, doesn't scream, but dinner is cold; okay? So – there's – always this discussion that's
379 taking place. Why couldn't we, and here's a proposal –

380

381 **PATRICIA MULROY**

382 Yes?

383

384 **MAYOR GOODMAN**

385 It's not in cement, but, that fountains are water features that can be shown to have a significant
386 economic value, which you're talking about as far as the Strip and as far as the office buildings,
387 they make the argument to us, as Council persons, that it's necessary for them to have their
388 fountains running as well, may also be considered for a waiver under the following conditions:
389 Submittal of a water reduction plan that provides a total water savings of greater than, and we
390 could fill in the blank, but let's say 10 times, Mr. Thomas was saying 50 times, 10 times the
391 consumptive use of the operation of the fountain or water feature that they plan to use. Two,
392 implementation of an approved water reduction plan and, third, in the event that the required
393 consumptive use savings cannot be achieved on the property that has the fountain or water
394 feature, the applicant may submit a plan to achieve the necessary savings through consumptive
395 water use reduction on another property that that applicant has within the City of Las Vegas.

396 Now, that is truthful, and – I like it because it is truthful, that we would be saving more water if
397 we had this kind of exchange. And the only argument that I hear against it is that we can't advise
398 the public that that's what's taking place. I think, with all the clever ad people that we have in

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399 our community here, and I like that little drop that the Water Authority uses, because it causes
400 one's attention. And I've been places where they have United Fund fundraisers, where they tell
401 you how much is being raised towards a particular goal. I gotta believe that we could create
402 some kind of a sign post that would be on these properties and perhaps even get more public
403 recognition of it as to the exchange that's taking place, that people are saving water and that there
404 may be a benefit, but this is what's being accomplished as a result of our drought alert.

405

406 **PATRICIA MULROY**

407 Mr. Mayor, I understand exactly where you're coming from and, from a pragmatic standpoint,
408 you're absolutely right. But how do I tell the resident who has removed all their grass that they
409 can't wash their car. They can make the same cogent argument. They can say, if – I take all my
410 grass out, why can I not wash my car? And that's why I said earlier, I would love to be able to
411 consider this in April or May when we know what the snow pack was this winter and
412 simultaneously lift the car washing embargo and the water feature embargo. But if we have to go
413 to war with the other states, if we have to get adamant with them, that we have to have some kind
414 of relief and have the ability to use dry-year options created in other states and we potentially end
415 up in court, legally a water feature is the lowest on the rung of beneficial uses, especially if it has
416 no economic nexus. It is purely decorative.

417 And if one day we have to plead in – front of the Supreme Court, that we've done everything we,
418 possibly can, our case will not hold muster if we've left those water features on during the winter
419 when we don't even know what we're going to be facing come the spring. That is my concern.
420 Obviously, I understand what you're saying completely. And, from a – big picture perspective,
421 in terms of actually saving the water, I would agree with you. That concern, however, is what is
422 causing me to say, please, hold off on doing that until at least April or May of next year.

423

424 **MAYOR GOODMAN**

425 Okay. Thank you very much. Councilman.

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426 **COUNCILMAN BROWN**

427 Thank you, Your Honor. I – agree with just about everything that Mrs. Mulroy has said, and,
428 being somewhat familiar with the conservation program, I – understand that the Strip, as far as
429 the economic value, and – certainly the gaming industry as a water user is pretty efficient,
430 especially compared to some other cities and their major businesses. And I also understand,
431 although it's somewhat in the abstract, the debate between perception and reality. And in how
432 that may be your toughest job when you leave Southern Nevada is to fight that perception that we
433 – in Las Vegas waste water.

434 What Mr. Thomas' example I – think shows though, the argument has been if – we give the City
435 of Las Vegas office parks, water features, residential units, the ability to keep their fountains on,
436 then that would be a disadvantage to the other member agencies. But that kind of drives to the
437 business side of it, not so much the aesthetic side of it. What his proposal, from my perspective,
438 indicates is here's a business willing to step up and go beyond perception. 'Cause I agree with
439 the Mayor, a campaign with a good housekeeping seal of approval, a Southern Nevada Water
440 Authority seal of approval. Here you have the private sector willing to not only rip out the turf,
441 but invest in xeriscape at – probably a savings, in his case he says 50 to 1, but we could set the
442 bar. I think that sets an example of how we are getting past the perception and getting into real
443 conservation savings. It's – someone not saving a hundred gallons with the fountain, but
444 potentially a million gallons with this whole water reduction plan. And I'd like to see an
445 example like that set the bar for other office parks, any residential units.

446 And what – I've learned, both from you personally and from the Authority and from watching the
447 last 12 years of conservation, the most effective way of conservation is money. It's through our
448 pricing, which has certainly helped the conservation. It's with the incentive program that the
449 Authority's offering. And I hope we do augment that, because it's gonna be a lot cheaper to
450 augment the retrofit program than going down and buying out those forms for a year. But also,
451 the incentive of money that these people are, like Mr. Thomas' example, are coming forward and
452 saying. I don't mind investing, his example, \$300,000 to tear out my grass and put xeriscape in
453 and save this Valley's water picture by a million gallons or two million gallons, just let me have

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454 my reflective pool, because I think that, from my business standpoint, is far more important than
455 having the turf out there.

456 I think if you set that bar high enough, you'll get the business community and the private sector
457 to start investing their money that will save our money, certainly in the retrofit program, but
458 they'll – start, and I believe that's gonna be a domino effect. Because if one does it, then real
459 savings will start to incur, and then we can truly tell a strong story about, we've taken it this far,
460 the private sector wants to take it – a step further. And then – you get into an, and this is an
461 argument that is – well stated, what about the master planned communities and the decorative
462 fountains in some of the newer office parks that have fountains but all desert landscaping. Well,
463 I say same situation. Force them to either go back and retrofit their own properties and
464 demonstrate real savings, 10 to 1, 20 to 1, 30 to 1, you guys set the number. And those that are
465 already desert landscaped and can't demonstrate that water reduction plan savings, make them
466 go, similar to air quality and credits that the private sector does with that program, make them go
467 to some of the older parks, either private parks or City parks or public facilities. Make them go
468 and invest hundreds and thousands of dollars to tear out that grass at their expense, so we can
469 demonstrate that same savings.

470 It's, I think we're missing an opportunity here. Because regardless of what the next three months
471 does, I – would hope that – we do get the snow melt. But if we don't and it worsens, we're going
472 to force these people, sooner or later, to do what they're voluntarily stepping up now to do to
473 keep on a perceived water waster, the fountain. And certainly the evaporation and all that, we all
474 know that. But instead of a hundred gallons, there's a million gallons we can save.

475 I – think this is an opportunity that will create savings in perpetuity. It won't be because of the
476 drought. The drought has woken up the private sector, at least the office parks and some of these
477 people, and they want to step forward and protect that business investment or aesthetic
478 investment and demonstrate real savings. I think it's an opportunity.

479

480 **PATRICIA MULROY**

481 I agree, which is why I said, you know, if –, I guess, this is where we differ. What, there are
482 thousands of people in Southern Nevada that have done the same thing. Your constituents,

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483 constituents all over the Valley. And they get no other consideration for having taken the turn
484 out than having taken the turf out and having the water bill lowered. What are we going to give
485 them? That's what we're going to get hit with, and I'm just being frank. That's what the letters
486 to us are, that's what our phone calls are. Why are we giving businesses an additional benefit for
487 doing what every resident and everyone in Southern Nevada's been asked to do, take out grass
488 where it's not needed and begin to look more like a desert community. Obviously, the Council
489 can do what the Council wants, but just know that when you do it, you turn them on all over
490 Southern Nevada.

491

492 **COUNCILMAN BROWN**

493 Yeah.

494

495 **PATRICIA MULROY**

496 Because if you do it, everybody else is going to follow suit and the fountains, the Anthem
497 fountain will cascade down the wall, the big fountains will be on again. Because how do you
498 differentiate between that? And that's the concern. There's more time needed to look at that and
499 look at a way to give benefit back to both the resident and to the business community, and that's
500 why, you know, as much as I, we would love to be able to stand here and recommend it, and, as
501 the head of the Water Authority, I just know what I face going out into the states when you turn
502 the fountains on all over Southern Nevada. That's – my problem.

503

504 **COUNCILMAN BROWN**

505 Well, and – I respect that. But I – don't think we're giving approval to go turn on all the
506 fountains, the fountains have been there. All our member agencies have approved those. Even
507 over the last 12 years. What we're trying to accomplish today is, they have the option. They can
508 still turn them off. And I think if we set the bar high enough, some of these fountains and
509 decorative features and waterfalls are going to choose to shut them off because they don't have
510 the wherewithal, financially, and the incentives aren't to a point where they can do this retrofit
511 and get into real savings. And I – don't think I would just flip the argument and say, around what

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512 we're doing is saying, it's your choice. Private property owners, it's your choice. If you want to
513 keep these aesthetic features in, you have to then invest hundreds of thousands, if not millions of
514 dollars, to prove to us, with a water reduction plan, that you're going to save the overall supply.
515 You're going to create new water where there hasn't been.

516 I – and – again, it's – one of those, you can argue both sides. But, I think, this is an opportunity
517 and not to become punitive or restrictive, but to let the private sector put their money where their
518 mouth is. If they wanna keep a reflecting pool or if Anthem wants to keep their falls, make them
519 come in and show real savings. And if they do it, as the Mayor has suggested, in a way that's it's
520 -- documented, the numbers are there, the water is real, that's a message that I think you can take
521 outside of Southern Nevada and say, hey.

522 I just, I think shutting off, as much as the perception argument has validity, I think shutting off a
523 reflective pool to make sure the residents don't feel like they're being slighted, I – disagree with
524 that. And the – residents certainly have the ability, as the retrofit program has demonstrated, to
525 become more efficient. We're not going after their pools, which is good, because that's the, most
526 of the letters coming our way are saying. But I – think that these residents are the same people
527 that work in the office parks, that shop in the commercial centers, that have the ability to drive by
528 or walk by these features, and if they walk by this feature and see that sign, that good housing
529 keeping (sic) stamp of approval, they're gonna know and understand very well how their yard
530 and what they're asked to do is different from the business community.

531

532 **MAYOR GOODMAN**

533 Okay. All right. Anybody else?

534

535 **TOM McGOWAN**

536 Tom –

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537 **COUNCILMAN BROWN**

538 Mr., Your Honor, I just need to talk to Mr., ask Mr. Selby a question as far as procedurally. I
539 know that this is, the ordinance needs to be acted upon today or, my understanding, we'd have to
540 reintroduce?

541

542 **DOUGLAS SELBY**

543 That is correct. Mr. Steed is here and he's been listening to the conversation. He could try to
544 elucidate an – amendment to you, which might cover issues that you might want considered in
545 the – change to the ordinance.

546

547 **COUNCILMAN BROWN**

548 Under the current language, if, as in reference to the – Bellagio fountains, they're allowed to
549 come in and demonstrate here's our plan, this is how we're efficient. That waiver is provided,
550 now who makes that determination? Is it the member agency or does it go directly to the
551 Authority?

552

553 **DOUGLAS SELBY**

554 Procedurally, it's the member agency. In that case, I believe the County acted on that.

555

556 **COUNCILMAN BROWN**

557 Okay. So, under potentially proposed language today, if a – City park or business entity came in
558 and proposed to us a water reduction plan for the waiver, the granting of a waiver, do we at the
559 City make that determination or do we then work with the Water District/Authority in making
560 sure there's some consistency?

561

562 **DOUGLAS SELBY**

563 The – way the current drought ordinance is, has been adopted, the one that is in place with the
564 City is that the Las Vegas Valley Water District is the party that looks at those water use

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565 reduction plans. They have the expertise to review them and determine if they are appropriate
566 and complete.

567

568 **COUNCILMAN BROWN**

569 Okay.

570

571 **MAYOR GOODMAN**

572 Well, I'd just like to make this comment. You – are, your presentation is an alarming
573 presentation. I'm sure you want it to be. Is that correct, Ms. Mulroy?

574

575 **PATRICIA MULROY**

576 I wanted it to be a reflection of reality.

577

578 **MAYOR GOODMAN**

579 Okay, but it is, would it be a fair characterization that you are trying to alarm us because –

580

581 **TOM McGOWAN**

582 No.

583

584 **MAYOR GOODMAN**

585 – time is of the essence for you to get something in place so you'll be able to preserve, what's
586 intended by the ordinance, as far as the other states are concerned?

587

588 **PATRICIA MULROY**

589 Well, as far as the other states are concerned and the other entities. I mean, –

590

591 **MAYOR GOODMAN**

592 See this –

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593 **PATRICIA MULROY**

594 The County has adopted the ordinance. I'm not sure what Henderson did last night. And this
595 stops the whole thing and it goes back to the Authority. And the Authority is going to have to
596 look at it. In the meantime, all the fount, all the fountains stay off, because you've already
597 adopted an ordinance that shuts them down.

598

599 **MAYOR GOODMAN**

600 Correct. Right.

601

602 **PATRICIA MULROY**

603 So, in theory, the fountains are off. The only ones that you still have running are the ones that
604 have gone through the process of filing for an exemption. So –

605

606 **MAYOR GOODMAN**

607 And of course our – issues are different than those in the County. Basically, the only
608 presentation that I've been made aware of which would affect casinos and the potential impact
609 that this would have on tourism was sort of a little trickle down there on the Fremont Street
610 Experience, which believe me would not stop somebody from coming to Las Vegas. And I have
611 heard your arguments that it would send out a very, a message, if in fact the Bellagio, even
612 though they don't really fall under this, if they close down their fountains, there'd be a message
613 that Las Vegas is in real trouble, maybe we shouldn't go there when they have their water
614 problem. I can appreciate that. But, the County really has those casinos and those resorts that we
615 don't have to worry about here.

616 What – I would like to see, because I really think that an honest way to address this is to
617 incorporate the suggestion that I made, where there is a, the ability to exchange turf for
618 decorative water facilities, I think that has to be placed in here. And what I'm really, I don't want
619 you to lose any time, I don't want to have to start from step one. I feel torn, being a member of
620 the Authority and – representing my city, but I – really think that we have to include this type of
621 exchange idea within our ordinance. That in, would not necessarily obviate your intentions at

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622 this point in time. But, Mr. Steed, would we be able to incorporate language that was suggested,
623 language similar to that, and then allow the Water Authority to consider this at our next Water
624 Authority meeting as to what the multiple should be as far as the water consumptive usage?
625 Because as the Councilman indicates, that would be a matter appropriately within the jurisdiction
626 of the Water Authority. Could we – do that?

627

628 **COUNCILMAN BROWN**

629 Let me just ask for clarification. What, the – other agencies have not adopted their, at least, it
630 was indicated that they're waiting to see what we do today?

631

632 **PATRICIA MULROY**

633 The County adopted.

634

635 **MAYOR GOODMAN**

636 I don't know – The County adopted yesterday?

637

638 **PATRICIA MULROY**

639 The County adopted and the Water District's adopted; yes.

640

641 **MAYOR GOODMAN**

642 Okay. Mr. Steed, would you be able to answer my question?

643

644 **VAL STEED**

645 Yes. What I – would suggest is that the proposal be integrated into what you have before you.
646 Right now there's a – paragraph that discusses the exemption for resort hotels. Basically I would
647 change that to indicate both the availability of an exemption for the resort hotels and for the
648 water features where there's a turf exchange. The subsequent mechanism that's described in the
649 subsequent sections would – still be in place and in addition we would – have a subsection that
650 talks about the exchange rate. I don't think you can leave a blank there. What I would

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651 recommend is that you pick a number today, perhaps 10, and then after the Water District has
652 had a chance to look at that, then if you would see a need to change that based on those
653 discussions, we can always go back and – introduce a new ordinance.

654

655 **MAYOR GOODMAN**

656 Would that address your needs?

657

658 **PATRICIA MULROY**

659 This is the choice of this Council. I mean, –

660

661 **MAYOR GOODMAN**

662 I know, but would it address your needs as the Director of the Water Authority?

663

664 **PATRICIA MULROY**

665 No.

666

667 **MAYOR GOODMAN**

668 Why?

669

670 **PATRICIA MULROY**

671 Because I have, I would, my recom, the only thing I can recommend is, in accordance with the
672 guidelines and the drought plan that was adopted by the Water Authority and by you
673 subsequently, was that there had to be a showing of real economic detriment to leave the
674 fountains on. That is the guiding document that you adopted as the City Council and that the
675 Water Authority adopted. These water features, I have asked for anyone to tell us what is the
676 economic detriment of turning them off. And we're only asking they be turned off until April or
677 May, until we know what the weather conditions and what the water conditions in Lake Mead are
678 going to be.

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679 I have no discretion really to go outside those bounds. It's my job to represent that drought plan,
680 and that drought plan has some very clear guidelines in it. It doesn't call for trade offs. So you
681 can send it back, if you adopt what you adopt, it will, we will at the Authority then revisit the
682 issue of fountains, both at the technical level and at the Authority Board level. Because both the
683 drought document itself has to be amended, and then subsequently the implementing ordinances
684 all have to be amended.

685

686 **COUNCILWOMAN MONCRIEF**

687 Your Honor?

688

689 **MAYOR GOODMAN**

690 Okay. One other question, if I may, Mr. Steed. If we were to pass an ordinance which would
691 include our addition, with the existing ordinance, could we put a sunset provision in there that if
692 the ordinance expires, you say, April, we should know by then?

693

694 **PATRICIA MULROY**

695 I would rather you didn't adopt it until April. That's what I'm saying. I mean there are
696 opportunities if we can at least stay in drought alert in two thousand and four and know that we
697 will be in drought alert again in two thousand and five to make some concessions across the
698 board to all, everyone who's participating in the drought plan. If we go into drought, if we know
699 by the, by April that we're going to be in drought emergency by two thousand and five, the
700 landscape changes dramatically. And that's what we're -- asking, is, I know that the pressures
701 and the arguments you make, they're very cogent, they're very rational. I'm not going to argue
702 with them, in terms of the cumulative savings, but water has never been a rational business.
703 That's been the problem.

704

705 **COUNCILMAN BROWN**

706 Your Honor?

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707 **COUNCILWOMAN MONCRIEF**

708 Your Honor?

709

710 **MAYOR GOODMAN**

711 Yes, Councilwoman.

712

713 **COUNCILWOMAN MONCRIEF**

714 I just have a couple questions.

715

716 **PATRICIA MULROY**

717 If there's a private sector that already has total desert landscaping and they have a reflecting pool,
718 how are they gonna be able to have any benefit? How can we say, you've already accomplished
719 that for us, so we're gonna let you keep your reflecting pool on? Or does the person, like you've
720 been talking about that might spend 300,000 to change it to desert landscaping, then we can let
721 him keep his reflecting pool open and the other person not just because they already
722 accomplished that desert landscaping? Recently, I took out half of my grass in my front yard,
723 and I'm still being watched not to spend any excess in water. So, I feel that people that are
724 spending possibly 300,000 to go to desert landscaping, I think that they should be doing that on
725 their own, trying to conserve water because they're part of this community and they should be
726 doing that just like I did it in my front yard.

727

728 **MAYOR GOODMAN**

729 All right. Councilman.

730

731 **COUNCILMAN BROWN**

732 Mr. Selby, the current ordinance or plan that's been adopted by the City, right now, should all
733 fountains be off, unless they have sent a letter of appeal or a request for a waiver?

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734 **DOUGLAS SELBY**

735 That's correct.

736

737 **COUNCILMAN BROWN**

738 Okay.

739

740 **DOUGLAS SELBY**

741 Actually, the allowance for them to stay on during the request for a waiver is kind of an
742 administrative interpretation, but that's been the practice.

743

744 **COUNCILMAN BROWN**

745 Well, regardless of what happens today, unless someone's, even with the amendment, submitted
746 a water reduction plan, they have to turn them off? Or we could – set language that they would
747 turn them off until a water reduction plan was approved?

748

749 **DOUGLAS SELBY**

750 You could do that through an amendment to the – current code. Actually, I – think if – you took
751 no action today and the bill died, we would recommend that those that have requested variances
752 be denied and – shut off, because that would be in conformance with the current ordinance.

753

754 **COUNCILMAN BROWN**

755 I – still think we're – missing an opportunity. In a best-case scenario, if we have 200% snow
756 melt and the Lake starts filling back up, that's going to send the signal to these people that simply
757 have to turn them off for three months or six months or three years, that ultimately they're gonna
758 turn them on without any other activity. Now is the time I think we have leverage to give the
759 private sector the opportunity to come in and let 'em know, you shut 'em off now because of the
760 drought, unless you come in today, or the next 30 or 60 or 90 days, with a real conservation
761 savings plan. And, as Councilwoman indicated, for those newer projects, I don't want them to
762 skate. Let them go retrofit the older buildings. Let 'em – retrofit a senior housing project that

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763 will never have their own financial wherewithal to tear out grass or put in ultra-low flow shower
764 heads and toilets. This is an opportunity that I think the perception argument is blinding us to
765 real conservation savings.

766 And I – know, from hearing Mrs. Mulroy and the program at the Water Authority, drought is
767 immediate. It's here and it's going to be with us. But, the big goal, which we're not talking
768 about as extensively as we should today, the big goal is to save water, and not save water because
769 we're in a drought, save water because we live in a desert and there always will be a drought or a
770 potential drought. We're missing the opportunity to – look at the bigger picture. And I – just, I
771 will certainly, if the, when the comments and questions are over, I will certainly offer up an
772 amendment that has been discussed today, but with some caveats that I think protect Mrs.
773 Mulroy's interests and – also leave it up to the member agencies, if they see this as an
774 opportunity or if they see this as something that may be discriminatory.

775

776 **MAYOR GOODMAN**

777 All right. Councilwoman.

778

779 **COUNCILWOMAN McDONALD**

780 The only thing I would add, if we do offer amendment that has some form of ratio, I think that
781 bar should be very high. And I think that it at minimum should be some ratio to, where an
782 individual would have to demonstrate a, you know, a 50 to 1 ratio of savings. But it should be a
783 very high bar. And I think 10 to 1 is too low.

784

785 **COUNCILMAN BROWN**

786 I – wholeheartedly agree. And it's a difference between the reflective pond that's maybe a
787 hundred gallons or whatever and a master planned community that probably goes through
788 hundreds and thousands of gallons. That I think alone is going to be an incentive that they may
789 not have the wherewithal to spend millions to retrofit. If Mr. Thomas is spending 300,000 on a,
790 an office building with just the old strips of grass, some of these other ones are looking at

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791 million-dollar investments. And, if they're not willing to make that investment for real savings,
792 they shut off the fountains and the decorative features.

793

794 **MAYOR GOODMAN**

795 Okay. Anybody else? All right. Do you folks wanna be heard?

796

797 **TOM McGOWAN**

798 Tom McGowan, Las Vegas resident. I concur enthusiastically with Director Mulroy, who, in my
799 individual opinion, should be the Governor of this State. Because if you've noticed she spoke
800 continuously about protecting the public interests, not any limited special interest, which the
801 other conversations more or less bore specifically on. I would indicate that the arguments that
802 were voiced are not mutually exclusive. However, the issue of advocate determinate being
803 enforcement is key and crucial and voluntarism wains and also the guarantee of the honor system
804 is non-existent. Where are these special private interests that someone spoke about? Where've
805 they been for the past 30, 40, 50, 60 years? The reason you need redevelopment downtown is
806 because they weren't at the plate. You assume they're going to jump up now? I don't believe
807 that. And I don't think anybody else should.

808 I want to ask a question of the City Manager's office. Has there been asked for or given any
809 consideration of any kind, preferential or otherwise, to Mayor Oscar Goodman for exemption
810 from compliance with the drought conservation measure with regard to, for example, his koi fish
811 pond at his residence and/or the Oscar River located two blocks north of his professional law
812 office? You need not respond on the public record, but the question is on the public record and
813 the public hears it. The same public you are going to rule about what to do with their ponds and
814 their water. Thank you very much.

815

816 **MAYOR GOODMAN**

817 Next please.

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818 **TODD FARLOW**

819 Thank you. Todd Farlow, 240 North 19th Street. Your Honor, is Boulder City part of the –
820 Southern Nevada Water Authority?

821

822 **MAYOR GOODMAN**

823 I – don't believe they are. They are?

824

825 **PATRICIA MULROY**

826 Yes, they are.

827

828 **MAYOR GOODMAN**

829 They are?

830

831 **TODD FARLOW**

832 Well –

833

834 **MAYOR GOODMAN**

835 They – don't have a representative on there, do they?

836

837 **PATRICIA MULROY**

838 Yes, they do. Councilman Anderson.

839

840 **MAYOR GOODMAN**

841 Okay. Very, you're right. Absolutely. Sits next to me. (inaudible)

842

843 **TODD FARLOW**

844 My comment is this –

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845 **MAYOR GOODMAN**

846 She's – too nice. She's too nice, she's very quiet. No, she's a lovely lady.

847

848 **TODD FARLOW**

849 I understand that Boulder City's gonna tell us to go to hik, take a walk, everybody else. And, if
850 all of the people aren't on board on it, then the whole thing is moot to begin with. So,
851 Councilman Brown and – Mayor, I concur with what you're saying. The best thing to do is to get
852 these people to go along with us without any, without creating a bunch of animosity. So, the
853 other, one other thing, my – psychologist, Dr. Mortinaro (sic) and his – associates, they use a
854 water feature as part of the therapy. I mean, if somebody's mind is about to hit the brick wall,
855 they go into the Quail Park thing, has a water fall and there's something about water, you know?
856 You have to ask them what does it, but it – calms the mind. But that's part of the – business.
857 You know, that's why he's there. And I'd see that – whoever owns that, they're taking out all
858 their, the rest of the landscaping. But those people, you know, they need that part for the
859 business. So these things have to be addressed on a one, on – each, on one for one basis. And
860 still, I think we ought to do something without creating a bunch of animosity. Thank you.

861

862 **MAYOR GOODMAN**

863 Thank you.

864

865 **COUNCILMAN BROWN**

866 Before the next speaker, Mr. Selby or – Mrs. Mulroy, wasn't Boulder City, did they not choose,
867 opt out of the plan?

868

869 **PATRICIA MULROY**

870 No, they adopted the drought plan.

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871 **COUNCILMAN BROWN**

872 Well, I thought there were some comments made that they're going to do what they want to do
873 and something about in-Valley and the water use and –

874

875 **PATRICIA MULROY**

876 They made the comments and then adopted it.

877

878 **MAYOR GOODMAN**

879 Okay. Yes, Sir?

880

881 **KENT CLIFFORD**

882 Good morning. My name's Kent Clifford. I own a – (sic) office building at Jones and Sahara
883 and I have 35,000 feet there. And I have five fountains. And, if I drain those fountains for four
884 or five months, the cement's cracking. It'll cost, I've already estimated it. The economic value
885 of this is about 80 grand to redo that. I sent letter after letter to the Water District asking them to
886 allow me to take all my grass out, all my turf out, at my cost, put in rock and let me have my
887 water. Because I have a letter from every one of my tenants in my building, one of them is a
888 10,000 foot user, he says that that will break his lease and he'll have his lawyer go after me to
889 break his lease and move out of my building. That's an economic benefit to me to have that
890 10,000 foot user in my office building.

891

892 **COUNCILMAN BROWN**

893 Your Honor, if I could? Where are you located?

894

895 **KENT CLIFFORD**

896 At Jones and Sahara on the north side.

897

898 **COUNCILMAN BROWN**

899 Okay. And that's a good thing.

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900 **KENT CLIFFORD**

901 I'm in the City.

902

903 **COUNCILMAN BROWN**

904 But, my understanding, and Mrs. Mulroy can correct me, but my understanding is just because of
905 that reason, even now, that you're allowed to keep water in the system and run it, operate during
906 the early hours of the morning just to prevent that kind of potential damage to take place.

907

908 **KENT CLIFFORD**

909 I was told by, in a letter from the Water District to drain my ponds and do that. I filed for an
910 exemption with the City and I haven't – done that, because I don't want the cracking to go on and
911 then have – the leaks in there. But they're, when they say there's no economic value, every one
912 of my tenants can tell you that that is a value to them.

913

914 **MAYOR GOODMAN**

915 And – with all due respect, Mr. Clifford, and I appreciate what you're saying, we would hear the
916 argument basically from every tenant of every landlord in the City.

917

918 **KENT CLIFFORD**

919 Okay.

920

921 **MAYOR GOODMAN**

922 The, I mean, basically that's the bottom line. Because everybody loves water.

923

924 **KENT CLIFFORD**

925 They do.

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926 **MAYOR GOODMAN**

927 Water really is the life of the soul and, as Ms. Mulroy said, when you talk about water, you're not
928 necessarily rational. So, I – appreciate that.

929

930 **KENT CLIFFORD**

931 Well, I – can save more water by 10, 15 or 20 times by eliminating my turf than I can that those
932 fountains use.

933

934 **MAYOR GOODMAN**

935 There's no question, and that's why we're making the suggestion that we did today. Hopefully,
936 we'll be able to follow through on that and –

937

938 **COUNCILMAN BROWN**

939 Ten, twenty, thirty, fifty percent.

940

941 **MAYOR GOODMAN**

942 Fifty percent, fifty times. That's what, that's the standard that I think we're gonna use at this
943 point. Anybody else want to be heard on this very important issue. Ma'am? Let's use the timer
944 now, because, let's say two minutes, please.

945

946 **RUTH MOORE**

947 Hi. My name is Ruth Moore and I am the owner of R&H Beauty Supply. I've been there for 16
948 years. So, in the past two years my business has been struggling, but –

949

950 **COUNCILMAN BROWN**

951 Is she talking about the water?

952

953 **MAYOR GOODMAN**

954 Are you talking about the water, Ma'am?

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955 **RUTH MOORE**

956 No.

957

958 **MAYOR GOODMAN**

959 Oh, no. We're just talking about water at this point in time.

960

961 **RUTH MOORE**

962 I'm so sorry.

963

964 **MAYOR GOODMAN**

965 That's all right. No problem. We'll have citizens participation a little bit later. Okay.

966

967 **RUTH MOORE**

968 Okay. I'm sorry.

969

970 **MAYOR GOODMAN**

971 No problem. Yes, Ma'am.

972

973 **DIANE MACROFT**

974 Good morning, Diane Macroft with the Ribiero Companies.

975

976 **MAYOR GOODMAN**

977 Thank you. Didn't know (inaudible) Yes.

978

979 **DIANE MACROFT**

980 Again, just restating the position that our water features are signature features of the business
981 parks. The tenants have invested money, you know, leasing the property, improving it and they
982 really feel it would be detrimental, as well as we feel it would be detrimental, as far as our
983 leasing efforts, if we have to turn them off and leave them off.

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984 **MAYOR GOODMAN**

985 Okay. Thank you.

986

987 **COUNCILMAN BROWN**

988 Have you had a – Your Honor?

989

990 **MAYOR GOODMAN**

991 Yes?

992

993 **COUNCILMAN BROWN**

994 Have you had any dialogue with, do you lease the property, do you own the property?

995

996 **DIANE MACROFT**

997 The investors on it, I'm the leasing agent and property manager.

998

999 **COUNCILMAN BROWN**

1000 Have you talked about the option of reinvesting in desert landscaping and those type things?

1001

1002 **DIANE MACROFT**

1003 On one – project that we did a landscape renovation, we added a lot more rock and plant

1004 materials, to get a limited amount of the turf; yes.

1005

1006 **COUNCILMAN BROWN**

1007 And not to put you on the spot, but what if one of your newer office parks that are 100%

1008 xeriscape have water features that you would like to remain on, would you be willing to go down

1009 to the senior housing project or over to the City park or to some other older, in need of

1010 conservation help facility, and – invest money for savings?

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1011 **DIANE MACROFT**

1012 I would have to pose that to the owners, I don't know.

1013

1014 **COUNCILMAN BROWN**

1015 Okay. And I didn't mean to put you on the spot, but –

1016

1017 **MAYOR GOODMAN**

1018 All right. Thank you very much. Well, I have to say in defense of my koi, who are unable to

1019 speak for themselves, they are exempt under the ordinance as it presently exists because they

1020 existed prior to the – enactment and the declaration of the drought. And, as far as Oscar's river is

1021 concerned, to my heartbreak, it was the first City project that was turned off. So, the record

1022 should reflect that just because pomposity advanced itself, the facts were wrong. Okay. All

1023 right, do we have a – motion?

1024

1025 **COUNCILMAN BROWN**

1026 Thank you, Your Honor. My motion is going to certainly be to support an amendment. I think

1027 the opportunity's there for real savings and hopefully this will address that opportunity and also

1028 give some comfort level that people that really have the wherewithal for savings and investment

1029 to retrofit will partake in this amendment. I would ask a couple things from –, Mr. Steed, are you

1030 handling this one?

1031

1032 **VAL STEED**

1033 Yes, uh huh.

1034

1035 **COUNCILMAN BROWN**

1036 As it's currently written, I would, my language would be as follows: Fountains or water features

1037 that, fountains or water features can be considered for a waiver under the following conditions,

1038 the significant economic value, I think Mrs. Mulroy stated it best. And that argument, I just

1039 don't think it's a, something that you can put an economic value on it. There's too much

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1040 discretion there. But, just enabling them to request to the waiver under the following conditions:
1041 The submittal of a water reduction plan that provides a total water savings of greater than 50
1042 times the consumptive use of the operation of the fountain or water feature. And that number
1043 may still be low.

1044 Implementation of the, number two, implementation of the approved water reduction plan. And
1045 in itself, as that is written, does that indicate that the fountains have to be turned off until this
1046 approved water reduction plan is implemented? Or do we need to state that specifically?

1047

1048 **VAL STEED**

1049 Well, the way I was going to integrate it, it would – allow a period of time. So, if you want to
1050 make sure that they're turned off first, I will have to differentiate this type of – plan from the
1051 resort hotel plan, which – allowed them a period of time to apply.

1052

1053 **COUNCILMAN BROWN**

1054 I would like the latter. I would like the fountains to be turned off, because under the current
1055 adopted ordinance they can still keep the water and – prevent any kind of damage. Submittal of a
1056 water reduction plan by those people that are going to try this route is going to be significant and
1057 I'm guessing it's going to take months before they can put it, together a plan and a proposal.
1058 That may get us into the April, May area that Mrs. Mulroy has indicated would give us a better
1059 sense of the water situation. So, if that number two could reflect, or at least the public record
1060 should show today that, if we adopt this ordinance, fountains are turned off until someone moves
1061 forward with this plan.

1062 Number three, in the event that the required, number three can stand as written, as submitted by
1063 the Mayor. Does he have a copy of this?

1064

1065 **MAYOR GOODMAN**

1066 No, he does not.

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1067 **COUNCILMAN BROWN**

1068 All right. In the event that, number three, in the event that the required consumptive use savings
1069 cannot be achieved on the property that has the fountain or water feature, the applicant may
1070 submit a plan to achieve the necessary savings through consumptive water use reduction on
1071 another property within the City of Las Vegas. And as we discussed, I think it's a great
1072 opportunity for some of our older buildings, public facilities and even private property that we
1073 can go in and do some – conservation retrofitting that otherwise would never be – done. The
1074 funding would just not be available. Perhaps this creates a new revenue stream to help the
1075 overall conservation program.

1076 Mr. Selby, do I need to add anything to those three?

1077

1078 **DOUGLAS SELBY**

1079 Councilman, maybe – you could clarify that the fountains will be turned off until either the –
1080 approval of the water use reduction plan or the actual implementation of the reductions.

1081

1082 **COUNCILMAN BROWN**

1083 I would say the implementation. Let's make it real. If they're willing to go forward, and, again,
1084 this is not gonna happen over night. I think it's gonna be months. Even Mr. Thomas' scenario,
1085 they're moving forward with that. I would assume that's going to take a few months to get up
1086 and going.

1087

1088 **VAL STEED**

1089 Well, let me ask one question, then, do you, Councilman Brown, would you like the language of
1090 significant economic value out of there?

1091

1092 **COUNCILMAN BROWN**

1093 Yeah, I – don't think that's, I think Mrs. Mulroy's argument is, certainly, when you're talking
1094 about the Bellagio and the impact on tourism and the fact that they're using the ground water and
1095 recycling that. That's a whole different scenario from what we're addressing today. I think it's

**CITY COUNCIL MEETING
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1096 more towards the business park, the residential master planned community, some of those type
1097 things. I think that just, doesn't get specific enough. It's too vague. I would just –

1098

1099 **VAL STEED**

1100 All right.

1101

1102 **COUNCILMAN BROWN**

1103 If someone wants to come in that has a feature, let 'em meet those three criteria, and I think we
1104 have a program that's going to demonstrate some real savings.

1105

1106 **VAL STEED**

1107 Okay. If I could make one other suggestion that's really unrelated to what you've been talking
1108 about today, one of the automatic exemptions is for public or private recreational water parks,
1109 and we want to make sure that – our public parks that have water features in them are protected
1110 too. So, we would add to that automatic exemption language public parks as well as public or
1111 private recreational water parks.

1112

1113 **COUNCILMAN BROWN**

1114 Is that in the ordinance that's currently adopted?

1115

1116 **MAYOR GOODMAN**

1117 (inaudible)

1118

1119 **VAL STEED**

1120 No. It, right now the – ordinance that's currently adopted allows only private or public
1121 recreational water parks an exemption if they come ask for it. So this – bill which is before you
1122 today makes those automatic, and I'm asking that our public parks also be added within that, as
1123 being automatic exempt.

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VERBATIM TRANSCRIPT: ITEM 81

1124 **COUNCILMAN BROWN**

1125 I don't know. I, we should probably put ourselves to the same test. Little bit different scenario,
1126 we're using taxpayer's dollars, but –

1127

1128 **VAL STEED**

1129 Well, we're talking about the elephants that spout water, is what we're talking about.

1130

1131 **COUNCILMAN BROWN**

1132 I understand. Did we do, differentiate between the elephant that spurts water and the little
1133 different other park elements we have?

1134

1135 **DOUGLAS SELBY**

1136 If I may, Mayor and Council, you did grant an exemption for our recreational water features at a
1137 previous meeting, following the adoption of the drought code as it stands today. So, that did
1138 exempt, in our opinion, the spouting elephants and the little squirty water fountains, as well as
1139 swimming pools. It did not exempt the ornamental water features, like the Louis Avenue
1140 Corridor Project.

1141

1142 **COUNCILMAN BROWN**

1143 No. I will support that – language. And that's an example, Mr. Selby, that if – we, the City,
1144 want to put back into service Oscar's River, we would have to submit a water reduction plan and
1145 demonstrate 50% savings somewhere else before that could be turned on.

1146

1147 **DOUGLAS SELBY**

1148 The – way I'm hearing you word this, though, it would have to also demonstrate an economic
1149 benefit.

1150

1151 **COUNCILMAN BROWN**

1152 No, I deleted that.

**CITY COUNCIL MEETING
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1153 **DOUGLAS SELBY**

1154 Okay.

1155

1156 **COUNCILMAN BROWN**

1157 My recommendation was for the deletion of the reference to significant economic value.

1158

1159 **DOUGLAS SELBY**

1160 Okay.

1161

1162 **COUNCILMAN BROWN**

1163 Listen, if someone wants to put up a decorative feature in their front yard and they're willing to

1164 go, if that uses, if they're willing to invest thousands of dollars and demonstrate real conservation

1165 savings, I don't know, I mean that's something that the opportunity should be there. We, if we

1166 think that Oscar's River, some may disagree, may be an – important component of downtown

1167 Las Vegas, let's go out and tear out some of the non-functional turf in our – park areas and

1168 demonstrate to the Authority real savings. And that's what it's all about. It's all about real

1169 savings.

1170

1171 **MAYOR GOODMAN**

1172 And, just so I'm clear, the only water that we're talking about that's subject to this is water that

1173 we get from Lake Mead; is that correct?

1174

1175 **DOUGLAS SELBY**

1176 It –

1177

1178 **MAYOR GOODMAN**

1179 We're not – talking about these, like the Bellagio, which has its own water facility. We're only

1180 talking about water that comes from the Lake. For instance, I – think that if we, using Oscar's

1181 River as an example, I think that you could probably work out a way to get water which is not

**CITY COUNCIL MEETING
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1182 coming from the Lake to fill up that river and that would not be subject to the – plan; is, am I
1183 right or wrong?

1184

1185 **DOUGLAS SELBY**

1186 It, that is correct. In accordance with the current code, it's the water that is provided by the
1187 municipal water supplier, in our case, the Las Vegas Valley Water District, or other water that we
1188 obtain and put through some type of treatment process.

1189

1190 **MAYOR GOODMAN**

1191 Okay. Very good. Okay. Is that your motion?

1192

1193 **COUNCILMAN BROWN**

1194 Mr. Steed, anything else?

1195

1196 **MAYOR GOODMAN**

1197 You got it?

1198

1199 **VAL STEED**

1200 I got it.

1201

1202 **MAYOR GOODMAN**

1203 Okay.

1204

1205 **COUNCILMAN BROWN**

1206 And just a, as a clarification that was just brought to my attention. On Number 3 it talks about in
1207 the event that the whole paragraph, that a property owner that is in search of another property,
1208 that is not exclusive to a business park with multiple sites can only retrofit on their parks. They
1209 can retrofit, and, in fact, would be mandated to retrofit on any facility they can demonstrate those

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VERBATIM TRANSCRIPT: ITEM 81

1210 type savings. So a Ribiero Park I could end up doing Ribiero Park II or could end up doing a
1211 City park or could end up doing the senior housing project.

1212

1213 **MAYOR GOODMAN**

1214 Right.

1215

1216 **COUNCILMAN BROWN**

1217 Let – the record reflect that, that is the intent.

1218

1219 **MAYOR GOODMAN**

1220 Very good. All right. Very healthy debate. Let's vote on that, please. Post, please. Motion

1221 carries. **(Motion carried unanimously with Mack excused.)** Thank you. Thank you, Ms.

1222 Mulroy, we appreciate it.

1223 **(END OF DISCUSSION)**

1224 /vwd;gpb

ITEM 81. - TOM MCGOWN. LAS VEGAS RESIDENT, WITH A BRIEF QUESTION:-

Q:- HAS THE MAYOR ASKED FOR AND BEEN GIVEN PREFERENTIAL TREATMENT IN THE FORM OF AN EXEMPTION FROM COMPLIANCE WITH DROUGHT CONSERVATION MEASURES IN ORDER TO CONTINUE TO MAINTAIN HIS RESIDENTIAL 'COI FISH POND' AND THE 'OSCAR RIVER' AMENITY LOCATED TWO (2) BLOCKS NORTH OF HIS PROFESSIONAL LAW OFFICE? ~ AND, IF SO: ~

(A) 'WHY', (?), ~ SINCE NEITHER OF THOSE DECORATIVE WATER USAGE FEATURES ARE EITHER 'NECESSARY' TO THE CONDUCT OF RETAIL COMMERCIAL BUSINESS, OR OTHERWISE 'IMPERATIVE' IN TERMS OF SERVICE TO THE GENUINE BEST PUBLIC INTEREST, BUT RATHER: ~

(1) EACH AND BOTH OF THOSE AMENITIES ARE OF 'LIMITED SPECIAL INTEREST CONTEXT' IN FURTHERANCE OF THE MAYOR'S WHOLLY SUBJECTIVE PERSONAL AGENDA, AT TAXPAYING PUBLIC EXPENSE (!). ~

(B) (PERHAPS, IN THE PREFERRED 'BEST' ALTERNATIVE SCENARIO, ~ BOTH THE 'COI POND' AND THE 'OSCAR RIVER' CAN BE FILLED WITH WATER BY THE 'HOMELESS' POPULATION, ~ AS LONG AS THE MAYOR DOESN'T MIND IF THE 'WATER' PASSES THROUGH THEIR KIDNEYS FIRST (!), ~

(1) PARTICULARLY SINCE THE MAYOR AND HIS 'UPSCALE MAINSTREAM ENTourage' HAD A 'GOOD LAUGH' AT THE 'GOODMAN ROAST' HOST/MC/COMIC BRECK WALL'S RIDICULOUS 'QUIP' THAT: "MAYOR GOODMAN WENT DOWNTOWN TO VISIT THE 'HOMELESS', ~ BUT THEY WEREN'T HOME" (!); ~ NOT SURPRISINGLY, SINCE THE 'WATER (BUT NOT GIN) - PARCHED' MAYOR GOODMAN IS ALSO THE CHAIRMAN OF THE 'HOMELESSNESS TASK FORCE', WHICH CONTINUES TO FAIL, AT TAXPAYING PUBLIC EXPENSE (!).

THANK YOU! ~ (SUBMITTED TO THE PUBLIC RECORD).

City of Las Vegas

Agenda Item No.: 82

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: DECEMBER 3, 2003****DEPARTMENT: CITY ATTORNEY****DIRECTOR: BRADFORD R. JERBIC**☐**CONSENT**☒**DISCUSSION****SUBJECT:****RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT THIS MEETING:**

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

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

The proposed ordinance annexes certain real property generally located on the west side of Rainbow Boulevard, 315 feet south of Red Coach Avenue. The annexation is at the request of the property owners. The annexation process has now been completed in accordance with the NRS and the final date of annexation (December 12, 2003) is set by this ordinance.

RECOMMENDATION:

ADOPTION at 12/03/2003 City Council meeting pursuant to the 11/17/2003 Recommending Committee.

First Reading – 11/5/2003; First Publication – 11/21/2003

BACKUP DOCUMENTATION:

Bill No. 2003-92

MOTION:

WEEKLY – Second Reading and **BILL ADOPTED** as recommended as Ordinance No. 5648 – **UNANIMOUS** with MACK excused

Clerk to proceed with second publication

MINUTES:

There was no discussion.

(11:59
2-3083

City of Las Vegas

Agenda Item No.: 83

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: DECEMBER 3, 2003****DEPARTMENT: CITY ATTORNEY****DIRECTOR: BRADFORD R. JERBIC**☐**CONSENT**☒**DISCUSSION****SUBJECT:****RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT THIS MEETING:**

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

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

Currently, cemeteries and mausoleums may be operated in the C-V (Civic) District by means of special use permit, but only if the parcel or use is owned or controlled by a governmental entity. In addition, mortuary and funeral home uses are not permitted in the C-V District at all. This bill will allow all those uses, even those that are owned privately, in the C-V District by means of special use permit.

RECOMMENDATION:

ADOPTION at 12/03/2003 City Council meeting pursuant to the 11/17/2003 Recommending Committee.

First Reading – 11/5/2003; First Publication – 11/21/2003

BACKUP DOCUMENTATION:

Bill No. 2003-95

MOTION:

WEEKLY – Second Reading and **BILL ADOPTED** as recommended as Ordinance No. 5649 – **UNANIMOUS** with MACK excused

Clerk to proceed with second publication

MINUTES:

There was no discussion.

(12:00)

2-3118

City of Las Vegas

Agenda Item No.: 84

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 3, 2003

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC

☐

CONSENT

☒

DISCUSSION

SUBJECT:

RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT THIS MEETING:

Bill No. 2003-97 – Ordinance Creating Special Improvement District No. 1493 - Hualapai Way/Alexander Road Sponsored by: Step Requirement

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:

ADOPTION at 12/03/2003 City Council meeting pursuant to the 11/17/2003 Recommending Committee.

First Reading – 11/5/2003; First Publication – 11/21/2003

BACKUP DOCUMENTATION:

Bill No. 2003-97

MOTION:

WEEKLY – Second Reading and BILL ADOPTED as recommended as Ordinance No. 5650 – UNANIMOUS with MACK excused

Clerk to proceed with second publication

MINUTES:

There was no discussion.

(12:00)

2-3143

City of Las Vegas

Agenda Item No.: 85

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: DECEMBER 3, 2003****DEPARTMENT: CITY ATTORNEY****DIRECTOR: BRADFORD R. JERBIC**☐**CONSENT**☒**DISCUSSION****SUBJECT:****RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT A LATER MEETING:**

Bill No. 2003-99 – Annexation No. ANX-3087 -- Property location: North of Centennial Parkway, east of Puli Road, south of Grand Teton Drive and west of Hualapai Way; Petitioned by: Land Title of Nevada, et al.; Acreage: 28.63 acres; Zoned: R-U (County zoning), U (PCD) (City equivalent). Sponsored by: Councilman Michael Mack

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

The proposed ordinance annexes certain real property generally located north of Centennial Parkway, east of Puli Road, south of Grand Teton Drive and west of Hualapai Way. The annexation is at the request of the property owners. The annexation process has now been completed in accordance with the NRS and the final date of annexation (December 12, 2003) is set by this ordinance.

RECOMMENDATION:

ADOPTION at 12/17/2003 City Council meeting pursuant to the 12/1/2003 Recommending Committee.

First Reading – 11/19/2003; First Publication – 12/5/2003

BACKUP DOCUMENTATION:

None

MOTION:

None required.

MINUTES:

Recommendation noted.

12/17/2003 Council Agenda

City of Las Vegas

Agenda Item No.: 86

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: DECEMBER 3, 2003****DEPARTMENT: CITY ATTORNEY****DIRECTOR: BRADFORD R. JERBIC**☐**CONSENT**☒**DISCUSSION****SUBJECT:****RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT A LATER MEETING:**

Bill No. 2003-100 – Amends the Redevelopment Plan for the Downtown Las Vegas Redevelopment Area to consolidate and update the Plan's land use designations, and to extend the duration of the Plan as permitted by State law. Proposed by: Robert S. Genzer, Director of Planning and Development

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

This bill formalizes the City Council's recent approval of an amendment to the Redevelopment Plan to consolidate and update the Plan's land use designations, and to extend the duration of the Plan for an additional five years as permitted by State law.

RECOMMENDATION:

ADOPTION at 12/17/2003 City Council meeting pursuant to the 12/1/2003 Recommending Committee.

First Reading – 11/19/2003; First Publication – 12/5/2003

BACKUP DOCUMENTATION:

None

MOTION:

None required.

MINUTES:

Recommendation noted.

12/17/2003 Council Agenda

City of Las Vegas

Agenda Item No.: 87

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 3, 2003

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC

☐

CONSENT

☒

DISCUSSION

SUBJECT:

RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT A LATER MEETING:

Bill No. 2003-101 – Allows bailbond services in the C-1 Zoning District by means of special use permit. Sponsored by: Councilman Lawrence Weekly

Fiscal Impact

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division:

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

Currently, bailbond services are permitted by means of special use permit in the C-2, C-M and M Zoning Districts, but not in the C-1 District. It has been suggested that this use has no greater potential for impact on surrounding areas than other office and service commercial uses typically allowed in the C-1 District. This bill is intended, then, to allow the use in the C-1 District by means of special use permit.

RECOMMENDATION:

ADOPTION at 12/17/2003 City Council meeting pursuant to the 12/1/2003 Recommending Committee.

First Reading – 11/19/2003; First Publication – 12/5/2003

BACKUP DOCUMENTATION:

None

MOTION:

None required.

MINUTES:

Recommendation noted.

12/17/2003 Council Agenda

City of Las Vegas

Agenda Item No.: 88

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: DECEMBER 3, 2003

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC

☐

CONSENT

☒

DISCUSSION

SUBJECT:

RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT A LATER MEETING:

Bill No. 2003-102 – Appropriates a percentage of the annual capital improvements budget for securing, installing and maintaining works of art at City capital improvement projects.
 Sponsored by: Mayor Oscar B. Goodman

Fiscal Impact

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division:

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

This bill establishes a Percent for the Arts program (Program) which requires the City Council to appropriate a minimum of one percent of the City's annual capital improvements budget to the Municipal Arts Fund for the purpose of providing works of art at capital improvement projects. This proposed Program is modeled after similar existing programs in the cities of Reno, Nevada; Seattle, Washington; Phoenix, Arizona; San Francisco, California; and, Chicago, Illinois. Expenditures of funds appropriated for the Program may only be made in compliance with the Municipal Arts Plan approved by the City Council. Passage of this bill could generate approximately \$150,000 annually for public art based on estimated annual capital project funding from the general fund or from bonds proceeds that will be repaid from general fund revenues.

RECOMMENDATION:

ADOPTION at 12/17/2003 City Council meeting pursuant to the 12/1/2003 Recommending Committee.

First Reading – 11/19/2003; First Publication – 12/5/2003

BACKUP DOCUMENTATION:

None

MOTION:

None required.

MINUTES:

Recommendation noted.

12/17/2003 Council Agenda

City of Las Vegas

Agenda Item No.: 89

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: DECEMBER 3, 2003****DEPARTMENT: CITY ATTORNEY****DIRECTOR: BRADFORD R. JERBIC**☐**CONSENT**☒**DISCUSSION****SUBJECT:****RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT A LATER MEETING:**

Bill No. 2003-103 – Prohibits the use of residential streets for the test-driving of vehicles offered for sale or lease by a vehicle dealership. Sponsored by: Councilwoman Janet Moncrief and Mayor Oscar B. Goodman

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

In some areas of the City, customers and employees of vehicle dealerships use nearby residential streets for the test-driving of vehicles that are being offered for sale or lease. This bill will generally prohibit that practice and, in addition to traditional enforcement tools, will provide that violations by dealership personnel may result in license disciplinary action.

RECOMMENDATION:

ABEYANCE to 1/5/2004 Recommending Committee meeting pursuant to the 12/1/2003 Recommending Committee.

First Reading – 11/19/2003; First Publication – N/A

BACKUP DOCUMENTATION:

None

MOTION:

None required.

MINUTES:

Recommendation noted.

12/17/2003 Council Agenda

City of Las Vegas

Agenda Item No.: 90

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: DECEMBER 3, 2003****DEPARTMENT: CITY ATTORNEY****DIRECTOR: BRADFORD R. JERBIC**☐**CONSENT**☒**DISCUSSION****SUBJECT:****RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT A LATER MEETING:**

Bill No. 2003-104 – Allows trucking companies in the C-2 Zoning District by means of special use permit. Proposed by: Robert S. Genzer, Director of Planning and Development

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

Moving companies and other trucking companies currently are allowed to conduct operations only within the C-M and M Zoning Districts. It is believed that this limitation is too restrictive and that these operations, if limited in scope, can be permitted appropriately in the C-2 Zoning District by means of special use permit. This bill will accomplish the change and establish minimum standards for approval that will limit on-site activities as well as the number of trucks and trailers that can be parked or stored on-site.

RECOMMENDATION:

ADOPTION at 12/17/2003 City Council meeting pursuant to the 12/1/2003 Recommending Committee.

First Reading – 11/19/2003; First Publication – 12/5/2003

BACKUP DOCUMENTATION:

None

MOTION:

None required.

MINUTES:

Recommendation noted.

12/17/2003 Council Agenda

City of Las Vegas

Agenda Item No.: 91

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 3, 2003

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC

☐

CONSENT

☒

DISCUSSION

SUBJECT:

NEW BILL:

Bill No. 2003-105 – Annexation No. ANX-3026 – Property location: On the north of Moccasin Road, west of Buffalo Drive, and east of Spin Ranch Road; Petitioned by: City of Las Vegas; Approximate acreage: 7,683 acres; Zoned: R-U (County zoning), U (City equivalent).
Sponsored by: Councilman Michael Mack

Fiscal Impact

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division:

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

The proposed ordinance annexes certain real property generally located north of Moccasin Road, west of Buffalo Drive, and east of Spin Ranch Road. The annexation is at the request of the City, with a statement of non-objection having been filed by the Bureau of Land Management as owner. The annexation process has now been completed in accordance with the NRS and the final date of annexation (January 14, 2004) is set by this ordinance.

RECOMMENDATION:

This bill should be submitted to a Recommending Committee for review, hearing and recommendation to the City Council for final action.

BACKUP DOCUMENTATION:

Bill No. 2003-105 and Location Map

MOTION:

None required.

MINUTES:

First Reading – Referred – COUNCILMEMBERS WEEKLY and MONCRIEF

12/15/2003 Recommending Committee

12/17/2003 Council Agenda

(12:01 – 12:02)

2-3182

BILL NO. 2003-105

ORDINANCE NO. _____

AN ORDINANCE TO EXTEND THE BOUNDARIES OF THE CITY, TO PARTICULARLY DESCRIBE THE LAND TO BE ANNEXED, TO MAKE ITS INHABITANTS SUBJECT TO THE LAWS, OBLIGATIONS AND BENEFITS OF THE CITY, AND TO PROVIDE FOR OTHER RELATED MATTERS. (ANX-3026)

Sponsored by: Councilman Michael Mack Summary: Annexes property described generally as located north of Moccasin Road, west of Buffalo Drive, and east of Spin Ranch Road.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY
ORDAIN AS FOLLOWS:

SECTION 1: The corporate limits of the City of Las Vegas, Nevada, are hereby extended to annex, include, and make a part of the City of Las Vegas, Nevada, the following described real property:

Township 18 South, Range 59 East, Mount Diablo Meridian
Sections 22, 23, and 24.

Township 18 South, Range 60 East, Mount Diablo Meridian
Sections 19, 20, and 21;
Sections 28, 29, 30, 31, 32, and 33.

SECTION 2: The City Council hereby determines that the described territory meets the requirements provided by law for annexation to the City for the following reasons:

- A. The area to be annexed was contiguous to the City's boundaries at the time the annexation proceedings were instituted;

- 1 B. More than one-eighth (1/8) of the aggregate external boundaries of
2 the area are contiguous to the City;
- 3 C. The territory proposed to be annexed is not included within the
4 boundaries of another incorporated city or within the boundaries of
5 any unincorporated town as those boundaries existed as of July 1,
6 1983;
- 7 D. The City is eligible to annex the described territory because:
- 8 1. The territory is undeveloped land and is bounded on at least
9 75 percent of its aggregate external boundaries by the existing
10 corporate boundaries of the City; and
- 11 2. The City has received a written statement from a
12 governmental entity indicating that the governmental entity
13 owns the territory and does not object to its annexation by the
14 City.

15 SECTION 3: The City will provide police protection through the Las Vegas
16 Metropolitan Police Department, fire protection, street maintenance, and library services
17 immediately upon annexation. Garbage collection by the company franchised by the City
18 will also be provided immediately. The City sanitary sewer system will serve the proposed
19 annexation area. Any connection to or extension of this sewer line to serve the annexation
20 area shall be at the expense of the landowners. Other services, such as participation in the
21 City's recreational programs, special education classes and programs, public works planning,
22 building inspections, and other City services will also be available immediately. Utilities
23 such as gas, electricity, telephone, and water are provided by private utility companies and
24 other services to the area will not be affected by annexation. Street paving, curbs and gutters,
25 sidewalks and street lights which are not in place at the time of annexation will be installed
26
27
28

1 in the presently developed areas upon the request of the property owners and at their expense
2 by means of special assessment districts. Such improvements will be extended into the
3 undeveloped areas as development takes place and the need therefor arises, and will be
4 located according to the needs of the area at that time. Such installations will also be made
5 at the expense of the property owners, either by means of special assessment districts or as
6 prerequisites to the approval of subdivision plats, building permits or other land use or
7 development applications.
8

9
10 SECTION 4: The annexation of the described territory shall become
11 effective on the 16th day of January, 2004, and on that date the City will have the funds
12 appropriated in sufficient amount to finance the extension into the described territory of
13 police protection, fire protection, street maintenance, street sweeping, and street lighting
14 maintenance.
15

16 SECTION 5: The described territory, together with the inhabitants and
17 property thereof, shall, from and after the 16th day of January, 2004, be subject to all debts,
18 laws, ordinances and regulations in force in the City and shall be entitled to the same
19 privileges and benefits as other parts of the City, and shall be subject to municipal taxes
20 levied by the City.
21

22 SECTION 6: The City Engineer is hereby instructed to cause to be prepared
23 an accurate map or plat of the described territory and to record the map or plat, together with
24 a certified copy of this ordinance, in the office of the County Recorder of Clark County,
25 Nevada, which recording shall be done prior to the 16th day of January, 2004.
26

27 SECTION 7: The described territory, which previously has been zoned R-U
28

1 (County of Clark classification), is hereby classified as U (City of Las Vegas classification),
2 which is deemed to be the City equivalent of the County classification.
3

4 SECTION 8: If any section, subsection, subdivision, paragraph, sentence,
5 clause of phrase in this ordinance or any part thereof, is for any reason held to be
6 unconstitutional, or invalid or ineffective by any court of competent jurisdiction, such
7 decision shall not affect the validity or effectiveness of the remaining portions of this
8 ordinance or any part thereof. The City Council of the City of Las Vegas hereby declares
9 that it would have passed each section, subsection, subdivision, paragraph, sentence, clause
10 or phrase thereof irrespective of the fact that any one or more sections, subsections,
11 subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid
12 or ineffective.
13
14

15 SECTION 9: All ordinances or parts of ordinances, sections, subsections,
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28 ...

1 phrases, sentences, clauses or paragraphs contained in the Municipal Code of the City of Las
2 Vegas, Nevada, 1983 Edition, in conflict herewith are hereby repealed.

3 PASSED, ADOPTED and APPROVED this _____ day of _____,
4 2003.

5
6 APPROVED:

7
8 By _____
9 OSCAR B. GOODMAN, Mayor

10 ATTEST:

11 _____
12 BARBARA JO RONEMUS, City Clerk

13 APPROVED AS TO FORM:

14 Valsted 11-18-03
15 Date

1 The above and foregoing ordinance was first proposed and read by title to the Council on the
2 _____ day of _____, 2003, and referred to the following committee
3
4 composed of _____ and _____ for recommendation;
5 thereafter the said committee reported favorably on said ordinance on the _____ day of
6 _____, 2003, which was a _____ meeting of said Council; that
7
8 at said _____ meeting, the proposed ordinance was read by title to the City
9 Council as first introduced and adopted by the following vote:

10 VOTING "AYE": _____

11 VOTING "NAY": _____

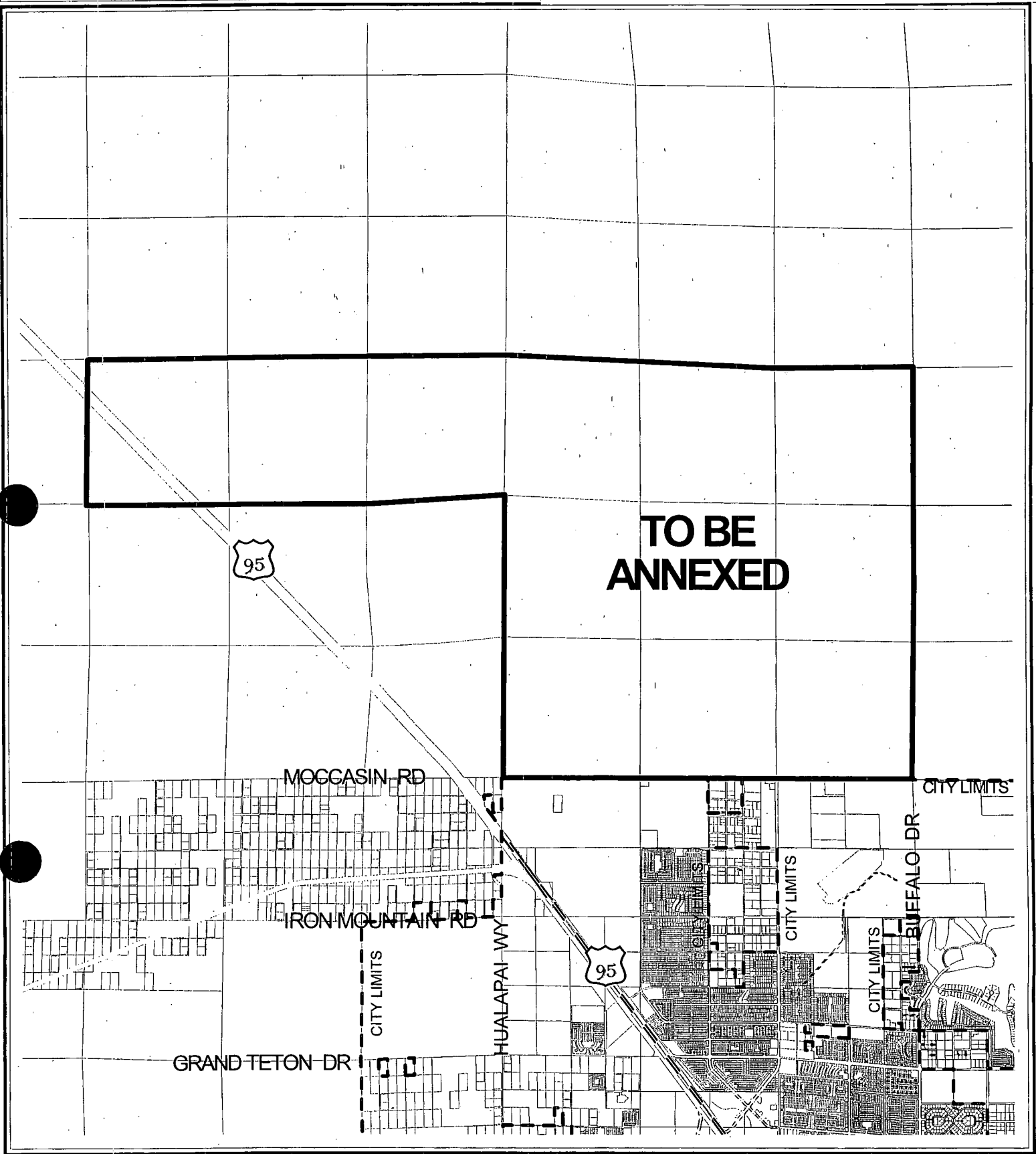
12 ABSENT: _____

13
14 APPROVED:

15
16 By _____
17 OSCAR B. GOODMAN, Mayor

18 ATTEST:

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21 BARBARA JO RONEMUS, City Clerk
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CASE: **ANX-3026**

0 3000 6000 Feet



City of Las Vegas

Agenda Item No.: 92

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: DECEMBER 3, 2003****DEPARTMENT: CITY ATTORNEY****DIRECTOR: BRADFORD R. JERBIC**☐**CONSENT**☒**DISCUSSION****SUBJECT:****NEW BILL:**

Bill No. 2003-106 – Permits internet purchases of alcoholic beverages from grocery stores in conjunction with purchases of groceries for delivery to the premises of the purchaser. Sponsored by: Councilman Larry Brown

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

This bill will permit a person to request delivery of alcoholic beverages along with groceries through an internet purchase order placed with a grocery store. Only the person placing the internet purchase order may receive delivery of the alcoholic beverages, provided that he or she is of legal age. Grocery stores must have a grocery store internet sale license, which is established by this bill, before they can make sales and deliveries of alcoholic beverages pursuant to internet purchase orders. Grocery store internet sale licenses may only be issued to grocery stores in conjunction with package alcoholic beverage licenses.

RECOMMENDATION:

This bill should be submitted to a Recommending Committee for review, hearing and recommendation to the City Council for final action.

BACKUP DOCUMENTATION:

Bill No. 2003-106

Submitted at the meeting: letter dated 12/2/2003 from Kummer, Kaempfer, Bonner & Renshaw by Councilman Brown

MOTION:

None required.

MINUTES:

First Reading – Referred – COUNCILMEMBERS WEEKLY and MONCRIEF

12/15/2003 Recommending Committee

12/17/2003 Council Agenda

City of Las Vegas

Agenda Item No. 92

CITY COUNCIL MEETING OF DECEMBER 3, 2003
Recommending Committee
Item 92 – 2003-106

MINUTES - Continued:

COUNCILMAN BROWN announced that there had been a request that this bill be made available for adoption at the 12/17/2003 Council meeting and confirmed procedurally that such action was possible.

(12:01 – 12:02)

2-3182

**THE MORNING SESSION RECESSED AT 12:02 P.M., RECONVENED AT 12:21 P.M.
and RECESSED AGAIN AT 12:26 P.M.**

BILL NO. 2003-106

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE REGULATIONS GOVERNING THE SALE OF ALCOHOLIC BEVERAGES TO PERMIT THEIR SALE THROUGH INTERNET PURCHASES FROM GROCERY STORES, AND TO PROVIDE OTHER RELATED MATTERS.

Proposed by: Councilman Larry Brown

Summary: Permits internet purchases of alcoholic beverages from grocery stores in conjunction with purchases of groceries for delivery to the premises of the purchaser.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN
AS FOLLOWS:

SECTION 1: Title 6, Chapter 50, Section 20, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.50.020: Unless the context otherwise requires, the scope of all words in this Chapter shall be liberally construed in order to effectuate the purpose of this Chapter, and, in particular, the following words shall have the meaning ascribed to them as follows:

“Alcoholic beverage” includes alcohol, spirits, liquor, wine and beer, and every liquid or solid which contains alcohol, spirits, liquor, wine or beer; and which contains one-half of one percent or more of alcohol by volume; and which is fit for beverage purposes, either alone or when diluted, mixed or combined with other substances. Any liquid or solid containing beer or wine in combination with any other alcoholic beverage shall not be construed to be beer or wine.

“Art gallery or art studio” means a business establishment where the general public is invited to view artistic exhibitions, presentations and performances.

“Banquet facility” means any business establishment which is rented by individuals or groups to accommodate private functions such as banquets, weddings, anniversaries, and other similar celebrations. Such establishment may or may not include:

(A) Kitchen facilities for the preparation or catering of food.

(B) Outdoor gardens or reception facilities.

“Beer” means any alcoholic beverage obtained by the fermentation of any infusion or decoction of barley, malt, hops or similar product, or any combination thereof, in water.

1 "Commercial center" means a concentration of retail stores that:

2 (A) Contains at least eighty thousand square feet of retail space enclosed within a
3 building or buildings;

4 (B) Contains at least one anchor retail store of at least twenty thousand square feet;

5 (C) Includes a parking lot common to the retail stores; and

6 (D) Is situated on at least fifteen gross acres of land.

7 "Convenience store" means a retail establishment other than a drugstore, which:

8 (A) Offers for sale prepackaged food products, household items and other goods
9 commonly associated with those products and items, provided that not more than thirty percent of its
10 retail inventory is devoted to alcoholic beverages; and

11 (B) Contains not less than one thousand-two hundred square feet, nor more than
12 five thousand square feet of floor space devoted to retail sales display, exclusive of warehouse and
13 office areas.

14 "Convention facility" means a structure which has at least 100,000 square feet of floor space
15 utilized for scheduling, hosting or accommodating a convention, trade show or temporary event,
16 whether the activity is open or closed to the general public. For purposes of this Chapter, the term
17 includes a stadium facility that is operated in conjunction with a convention facility

18 "Cooler" means any prebottled alcoholic beverage, other than beer or wine, that is a distillate
19 obtained from the fermentation of the natural contents of fruits or other agricultural products
20 containing natural or added sugar, which contains not more than ten percent of alcohol by volume.

21 "Downtown entertainment overlay district" means that area of the City bounded by Ogden
22 Avenue on the north, Carson Avenue on the south, Las Vegas Boulevard on the west and 8th Street
23 on the east.

24 "Drugstore" means a business establishment which occupies the entire business premises of
25 a building, or a portion of the business premises of a building which is segregated physically or
26 spatially from the rest of the business premises, where a State licensed pharmacist is present at all
27 times the pharmacy operation is open for the purpose of compounding or dispensing, or both
28 compounding and dispensing of drugs and medicines, and where a grill and fountain service is

1 permitted as well as the retail sales of sundries, including stationery, magazines, cosmetics and health
2 items.

3 "Dues" means fees paid on a monthly, quarterly, semiannual or annual basis for the right to
4 participate in the planning of activities and the utilization of services offered by a nonprofit
5 corporation, association or organization. The term "dues" does not include fees paid for the purchase
6 of drinks, meals or other services offered by a nonprofit corporation, association or organization.

7 "Gift basket" means a receptacle or container that may be filled with food items or novelty
8 items, and alcoholic beverages in sealed or corked containers in quantities not greater than 25.4 ounces
9 (approximately 1.79 pints), measured in the English system of weights and measures, or in quantities
10 not greater than seven hundred fifty milliliters measured in the metric system of weights and
11 measures.

12 "Groceries" means staple food stuffs, dairy products, meats and produce meant for human
13 consumption; articles used in the preparation of food; and household supplies.

14 "Grocery store" means a business establishment which occupies all of the business premises
15 of a building or a portion of the business premises of a building which is segregated physically or
16 spatially from the rest of the business premises, and which contains more than five thousand square
17 feet of floor space for the display and sale of groceries, exclusive of warehouse and office space.

18 "Hotel lounge bar" means a bar located in a lounge area of a hotel where alcoholic beverages
19 are sold for consumption in the lounge area.

20 "Internet" means a global network of computers, connected to one another through the use of
21 common electronic communications protocols.

22 "Liquor caterer" means a person who dispenses, serves or sells alcoholic beverages only for
23 consumption on the premises where the same are dispensed, served or sold during the times, dates and
24 places specified by permit.

25 "Liquor store" means a specialty retail store which does not allow entry to minors and which
26 deals exclusively in alcoholic liquors and related items including magazines, newspapers and
27 packaged snack foods.

28 "Malt beverage" means beer, ale, porter, stout and other similar fermented beverages of any

1 name or description, brewed or produced from malt, wholly or in part.

2 "Meal" means an assortment of food listed on a menu or otherwise offered as entrees,
3 appetizers, side items and desserts available at various hours of the day. The term "meal" does not
4 include food listed on a menu or otherwise offered that consists solely of sandwiches or salads, or both
5 sandwiches and salads.

6 "Nonprofit club" means any nonprofit corporation, association or organization which has been
7 in continual existence for at least two years prior to applying for a license under this Chapter, and:

8 (A) Is organized or qualified to do business and operate under the laws of the State;

9 (B) Has tax-exempt status granted by the United States Internal Revenue Service;

10 (C) Has a membership of at least one hundred members who are twenty-one years
11 of age or older and who pay dues to the nonprofit corporation, association, or organization; and

12 (D) Operates a clubhouse, clubroom or meeting room in a permanent location which
13 it owns or leases.

14 "Off-sale" means the sale of alcoholic beverages in original sealed or corked containers for
15 consumption off the premises where the same are sold.

16 "On-sale" means the sale of alcoholic beverages for consumption on the premises where the
17 same are sold.

18 "Restaurant" means a place which is regularly and in a bona fide manner used and kept open
19 for the service of meals to guests for compensation; and which has suitable kitchen facilities connected
20 therewith, containing conveniences for cooking an assortment of foods which may be required for
21 ordinary meals.

22 "Restaurant service bar" means a bar wherein alcoholic beverage drinks are prepared for
23 service only at tables in a restaurant for consumption only in connection with a meal on the premises
24 where the same is sold.

25 "Sale" means the act of selling and, in connection therewith, "sell" means, for compensation
26 or any other private or public business purpose at a commercial location, to sell, serve, give away, or
27 distribute; or to cause or permit to be sold, served, given away or distributed or to possess with the
28 intent to sell, serve, permit consumption, give away or distribute; or to solicit or receive orders to sell,

1 serve, give away or distribute.

2 "Specialty merchandise store" means a retail store located within a commercial center that:

- 3 (A) Has at least eighteen thousand square feet of gross floor area;
- 4 (B) Has at least eleven thousand five hundred square feet of floor space dedicated
- 5 to the sale and display of furniture, glassware, kitchenware and other household goods;
- 6 (C) Has at least three thousand six hundred square feet of floor space dedicated to
- 7 the sale and display of gourmet foods and nonalcoholic beverages; and
- 8 (D) Maintains an inventory of beer, wine and coolers with a wholesale value of at
- 9 least twenty-five thousand dollars.

10 "Supper club" means a restaurant and bar operation with alcoholic beverage sales wherein the
11 bar area is separated from the restaurant area by a barrier sufficient to prevent access to the bar area
12 by minors and the restaurant operation is the principal portion of the business.

13 "Wedding chapel" means a business establishment that is licensed to perform marriages in
14 accordance with State law.

15 "Wholesale dealer" or "wholesaler" means a person who sells alcoholic beverages for the
16 purposes of resale.

17 "Wine" means any alcoholic beverage, other than beer, obtained by the fermentation of the
18 natural contents of fruits or other agricultural products containing natural or added sugar, which
19 contains not more than twenty-two percent of alcohol by volume.

20 SECTION 2: Title 6, Chapter 50, of the Municipal Code of the City of Las Vegas,
21 Nevada, 1983 Edition, is hereby amended by adding thereto a new section, designated as Section 115,
22 to read as follows:

23 **6.50.115:** (A) A grocery store internet sale license authorizes the off-sale of alcoholic
24 beverages by a grocery store for delivery to the purchaser's premises pursuant to an internet purchase
25 order placed by the purchaser, subject to the following conditions:

- 26 (1) Delivery of the alcoholic beverages must be in conjunction with the
- 27 delivery of groceries also ordered in the same internet purchase order;
- 28 (2) Delivery of the alcoholic beverages may only be made to the person

1 placing the internet purchase order;

2 (3) The person placing the internet purchase order must be of legal age to
3 purchase alcoholic beverages; and

4 (4) Each internet sales transaction shall have written documentation of the
5 sale and delivery on forms acceptable by the Director, which shall include at a minimum:

6 (a) The business name and address of the grocery store;

7 (b) A detailed list of alcoholic beverages and groceries purchased
8 in each sales transaction;

9 (c) The name and address of the purchaser;

10 (d) The type of identification used to prove the age of the purchaser;
11 and

12 (e) The signature of the delivery person and purchaser involved in
13 the sales transaction.

14 (B) A grocery store internet sale license is available only if it is issued to a grocery
15 store in conjunction with a package alcoholic beverage license.

16 SECTION 3: Title 6, Chapter 50, Section 360, of the Municipal Code of the City of
17 Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follow:

18 **6.50.360:** Each license shall pay to the Department the license fees set forth in the following
19 schedule:

	Semiannual	Original New
20		
21 (A) Banquet facility	\$ 500	\$20,000
22 (B) Beer/wine/cooler art event on-sale	300	1,000
23 (C) Beer/wine/cooler on-sale	300	1,000
24 (D) Beer/wine cooler off-sale	300	1,000
25 (E) Beer/wine/cooler on-off-sale	600	2,000
26 (F) Brew/pub/tavern	1,200	60,000
27 (G) Convention facility	1,200	60,000
28 (H) Gift basket limited	300	1,000

1	(I)	Gift shop limited	500	2,500.
2	(J)	<u>Grocery store internet sale</u>	<u>500</u>	<u>2,500</u>
3	[(J)] (K)	Hotel lounge bar	1,200	60,000
4	[(K)] (L)	Keg beer	500	2,500
5	[(L)] (M)	Liquor caterer	500	2,500
6	[(M)] (N)	Nonprofit club general	200	1,000
7	[(N)] (O)	Nonprofit club restaurant service bar	100	500
8	[(O)] (P)	Package	750	20,000
9	[(P)] (Q)	Restaurant service bar	600	30,000
10	[(Q)] (R)	Supper club	800	40,000
11	[(R)] (S)	Tavern	1,200	60,000
12		Plus: fee for each additional bar	900	
13	[(S)] (T)	Tavern-limited	800	20,000
14	[(T)] (U)	Wholesale general	1,000	5,000
15	[(U)] (V)	Wine, beer, cordial, liqueur tasting	600	2,000

16 Each special event general licensee shall pay a license fee of seventy-five dollars per
17 day.

18 Each special event beer/wine/cooler licensee shall pay a license fee of fifty dollars per
19 day.

20 SECTION 4: If any section, subsection, subdivision, paragraph, sentence, clause or
21 phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or
22 ineffective by any court of competent jurisdiction, such decision shall not affect the validity or
23 effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the
24 City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision,
25 paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections,
26 subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional,
27 invalid or ineffective.

28 SECTION 5: Whenever in this ordinance any act is prohibited or is made or declared

1 to be unlawful or an offense or a misdemeanor, or whenever in this ordinance the doing of any act is
2 required or the failure to do any act is made or declared to be unlawful or an offense or a
3 misdemeanor, the doing of such prohibited act or the failure to do any such required act shall
4 constitute a misdemeanor and upon conviction thereof, shall be punished by a fine of not more than
5 \$1,000.00 or by imprisonment for a term of not more than six months, or by any combination of such
6 fine and imprisonment. Any day of any violation of this ordinance shall constitute a separate offense.

7 SECTION 6: All ordinances or parts of ordinances or sections, subsections, phrases,
8 sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada,
9 1983 Edition, in conflict herewith are hereby repealed.

10 PASSED, ADOPTED and APPROVED this _____ day of _____, 2003.

11 APPROVED:

12
13 By _____
14 OSCAR B. GOODMAN, Mayor

15 ATTEST:

16 BARBARA JO RONEMUS, City Clerk

17 APPROVED AS TO FORM:

18 Judy G. Bellis 11-19-03
19 Date
20

1 The above and foregoing ordinance was first proposed and read by title to the City Council on the
2 _____ day of _____, 2003, and referred to the following committee composed of
3 _____ and _____ for recommendation;
4 thereafter the said committee reported favorably on said ordinance on the _____ day of
5 _____, 2003, which was a _____ meeting of said Council; that at said
6 _____ meeting, the proposed ordinance was read by title to the City Council
7 as first introduced and adopted by the following vote:

8 VOTING "AYE": _____

9 VOTING "NAY": _____

10 ABSENT: _____

11
12 APPROVED:

13
14 By _____
15 OSCAR B. GOODMAN, Mayor

16 ATTEST:

17 _____
18 BARBARA JO RONEMUS, City Clerk
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KUMMER KAEMPFFER BONNER & RENSHAW
ATTORNEYS AT LAW3800 Howard Hughes Parkway
Seventh Floor
Las Vegas, Nevada 89109-0907Tel: 702.792.7000
Fax: 702.796.7181
www.kkbr.com**ROBERT J. GRONAUER**
rgronauer@kkbr.com

December 2, 2003

VIA FACSIMILE
382-8558Councilman Larry Brown
City of Las Vegas City Council
400 E. Stewart Ave., 10th Floor
Las Vegas, NV 89101*Re: Bill No. 2003-106 (Item No. 92)*
Albertsons Internet Liquor Ordinance

Dear Councilman Brown:

Our office represents Albertsons in the above-referenced matter. This item is currently scheduled for introduction at the December 3, 2003 City Council hearing. We respectfully request that this matter be set for final consideration on the December 17, 2003 City Council agenda.

Thank you for your cooperation in this matter.

Sincerely,

KUMMER KAEMPFFER BONNER & RENSHAW


Robert J. Gronauer

RJG/mlt

cc: Jim DiFiore (via fax: 382-6642)

Submitted at City Council

Date 12/3/03 Item 92