

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 7, 2004

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD D. GOECKE

☒

CONSENT

☐

DISCUSSION

SUBJECT:

REPORT FROM REAL ESTATE COMMITTEE - Councilman Weekly and Councilwoman Moncrief

Approval of Memorandum of Understanding #2004-03 with Lone Mountain Little League, a non-profit organization, for field modifications on five 60' fields located at Children's Memorial Park, 6601 West Gowan Road - Ward 6 (Mack)

Fiscal Impact

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division: Public Works/Real Estate

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

Lone Mountain Little League (LMLL) has submitted a proposal for field modifications at Children's Memorial Park. LMLL is the little league association that has the programming rights for the fields at the park through the Department of Leisure Services. The attached MOU puts in writing an agreement allowing for the installation of cloth shade structures over the dugouts on all five fields, in which the City will pay to LMLL one forth of the costs not to exceed \$3000. LMLL will also install poly safety caps on all outfield fences at LMLL's cost and expense.

RECOMMENDATION:

The 4/5/2004 Real Estate Committee and staff recommend approval

BACKUP DOCUMENTATION:

1. MOU # 2004-03
2. Site Map

MOTION:

REESE – APPROVED Items 3 through 19, 21 through 35, 37 through 56 and 59 through 70 as recommended – UNANIMOUS with L.B. McDONALD excused

Items 20, 36, 57 & 58

APPROVED under separate actions (see individual items)

MINUTES:

Under Item 3, COUNCILMAN WEEKLY reported that the Real Estate Committee met to review all of the Real Estate items on the consent agenda and joins with the recommendation of staff that each item be approved by the City Council.

(9:29 – 9:31)

1-772

Memorandum of Understanding #2004 - 03
Between
City of Las Vegas
and
Lone Mountain Little League

This Memorandum of Understanding (MOU) entered into this 1st day of April 2004, has been created to confirm in writing an understanding between the City of Las Vegas (City), and Lone Mountain Little League (LMLL), regarding field modifications on five 60' fields located at Children's Memorial Park, 6601 West Gowan Road in the City of Las Vegas, Nevada.

LMLL, by and through its President, Rosalyn Blalock, has submitted a proposal to the City for field modifications at the Park.

The following points are a summary of what has been agreed upon between LMLL and the City for allowing field modifications on the Park:

1. LMLL shall be granted permission from the City to allow for the installation of cloth shade structures over both dugouts on all five (5) fields. Total of ten (10) dugouts. The shade structures will consist of additional support, additional chain link fabric, and green mesh screening. City will conduct regular inspections and should the mesh material become faded, torn, unsafe, and/or unsightly after installation, LMLL will be notified and will have twenty-one (21) days to replace at LMLL's own cost and expense.
2. City will pay to LMLL one fourth of the initial associated costs for installation not to exceed \$3,000. LMLL will provide to the City's Park Division copies of all paid invoices associated with this project.
3. LMLL shall be granted permission from the City to allow the installation of poly safety caps on all outfield fences. LMLL will be responsible for all costs and expenses. City will conduct regular inspections and should replacements need to be made LMLL will be notified and will have twenty-one (21) days to replace at LMLL's own cost and expense.
4. The City reserves the right to require removal of the modifications by a 30 day written notification, if deemed to be in the best interests of the general public and the City.
5. LMLL shall, at its sole cost and expense, obtain and thereafter, at all times during which this MOU is in force and effect, maintain bodily liability insurance covering the installation and maintenance of the modifications in the amount of One Million and No/100th Dollars (\$1,000,000.00) for the injury to or the death of any one person and/or property damage combined single limit and One Million and No/100th Dollars (\$1,000,000.00), for injury to or the death of any number of persons and/or property damage as a result of any one occurrence.
6. Within five (5) days after execution of this MOU and as a condition to the MOU in force and effect, LMLL shall submit to City a certificate of insurance which evidences the above required coverage's and names the City as an additional insured. The policies with respect to such insurance coverage's shall be so endorsed as to create the same liability on the part of the insurer as though separate policies had been written for City and LMLL. The insurance coverage's shall be with an insurance carrier which is licensed to do business with the State of Nevada and which is acceptable to the City.

MEMORANDUM OF UNDERSTANDING

7. In the event that LMLL fails to obtain or maintain the insurance coverage required herein, the City shall have the right to terminate this MOU.
8. LMLL hereby agrees to protect, indemnify, and hold the City, its officers, employees and agents, harmless from and against any and all claims, damages, losses, expenses, suits, actions, decrees, judgments, awards, attorneys' fees and court costs, which the City, its officers, employees or agents, may suffer or which may be sought against or are recovered or obtainable from the City, its officers, employees or agents, as a result of, or by reason of, or arising out of or in consequence of any act or omission, negligent or otherwise, of LMLL or its officers, employees, contractors, subcontractors, agents, volunteers or anyone who is directly or indirectly employed by, or is acting in concert with, LMLL, officers, its employees, contractors, subcontractors, volunteers or agents in the performance of this Agreement.
9. In this connection, LMLL expressly agrees, at its sole cost and expense, to defend the City, its officers, employees and agents, in any suit or action that may be brought against it or them, or any of them, by reason of any act or omission, negligent or otherwise, against which LMLL has agreed to indemnify the City, its officers, employees and agents. If LMLL fails so to do, the City shall have the right, but not the obligation to defend same and to charge all of the direct and incidental costs of such defense, including attorneys' fees and court costs, to LMLL.
10. The City hereby waives, and LMLL hereby waives, any rights each may have against the other for loss or damage to its property or property in which it may have an interest, where such loss is caused by a peril of the type generally covered by fire or hazard insurance with extended coverage or arising from any cause which the claiming party was obligated to insure against under this MOU, and the City and LMLL, each waives any right of subrogation that it might otherwise have against the other party.
11. Disclosure of Principals. Pursuant to Resolution R-105-99 adopted by the City of Las Vegas City Council effective October 1, 1999, LMLL warrants that it has disclosed on the form attached as Exhibit "A", all principals and partners of LMLL, as well as all persons and entities holding more than a one percent (1%) interest in LMLL, or any principal of LMLL. Throughout the term hereof, LMLL, shall notify Lessor in writing of any material change in the above disclosure within 15 days of any such change.

MEMORANDUM OF UNDERSTANDING

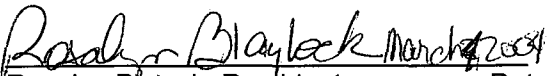
12. Modifications or Amendments. Upon approval of this initial contract by the City Council and after it has been fully executed by signature of all parties, staff of the Real Estate & Asset Management Division shall have the authority to complete and execute any additional documents necessary for the completion of the intent of this contractual obligation during the original term of this agreement. As an example, this may include amendments, changes of address, changes of suites, change of warehouse space, escrow document signature authority, adjustments to monetary revenue or expenditure not to exceed ten thousand (\$10,000.00) dollars, filing and recording of appropriate documents with the County Recorders Office or the County Tax Assessors Office, and recordings and filing with the City Clerk's Office. No amendment, change or modification of this Agreement shall be valid unless in writing and signed by all parties hereto.

By execution of this MOU, the City and LMLL mutually agree to the terms and conditions of the MOU. It is understood by all parties that this document, along with other legal documents and contracts must be submitted to the Las Vegas City Council for final approval.

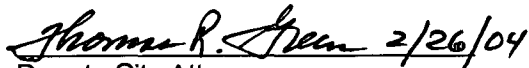
City of Las Vegas

LMLL Little League

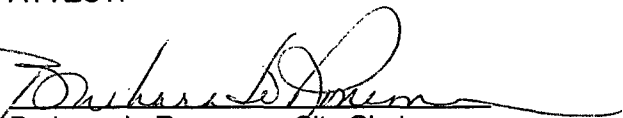

Oscar B. Goodman, Mayor Date


Rosalyn Blalock, President Date

Approved as to form:


Deputy City Attorney

ATTEST:


Barbara Jo Ronemus, City Clerk

MEMORANDUM OF UNDERSTANDING

EXHIBIT "A"

**Disclosure of Principals
(pending signature by Lone Mtn Little league)**

EXHIBIT "A"

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS
(CONTINUED)

Block 1	Contracting Entity (Name)	Block 2	Description
Lone Mountain Little League Name 6428 Quantum Ln. Address Las Vegas, NV 89130		Subject Matter of Contract/Agreement:	
EIN or Social Security # _____		League # 4280213 Tax I.D.# I.V.S. 88-0286853	

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

Block 4	Disclosure of Ownership and Principals		
In the space below, the Contracting Entity must disclose all principals (including partners) of the Contracting Entity, as well as persons or entities holding more than one-percent (1%) ownership interest in the Contracting Entity.			
	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	n/A		
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

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

Block 5 Disclosure of Ownership and Principals - Alternate

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

Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: _____

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

Rodney L. Gaylock

Name

March 4, 2004

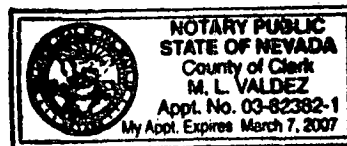
Date

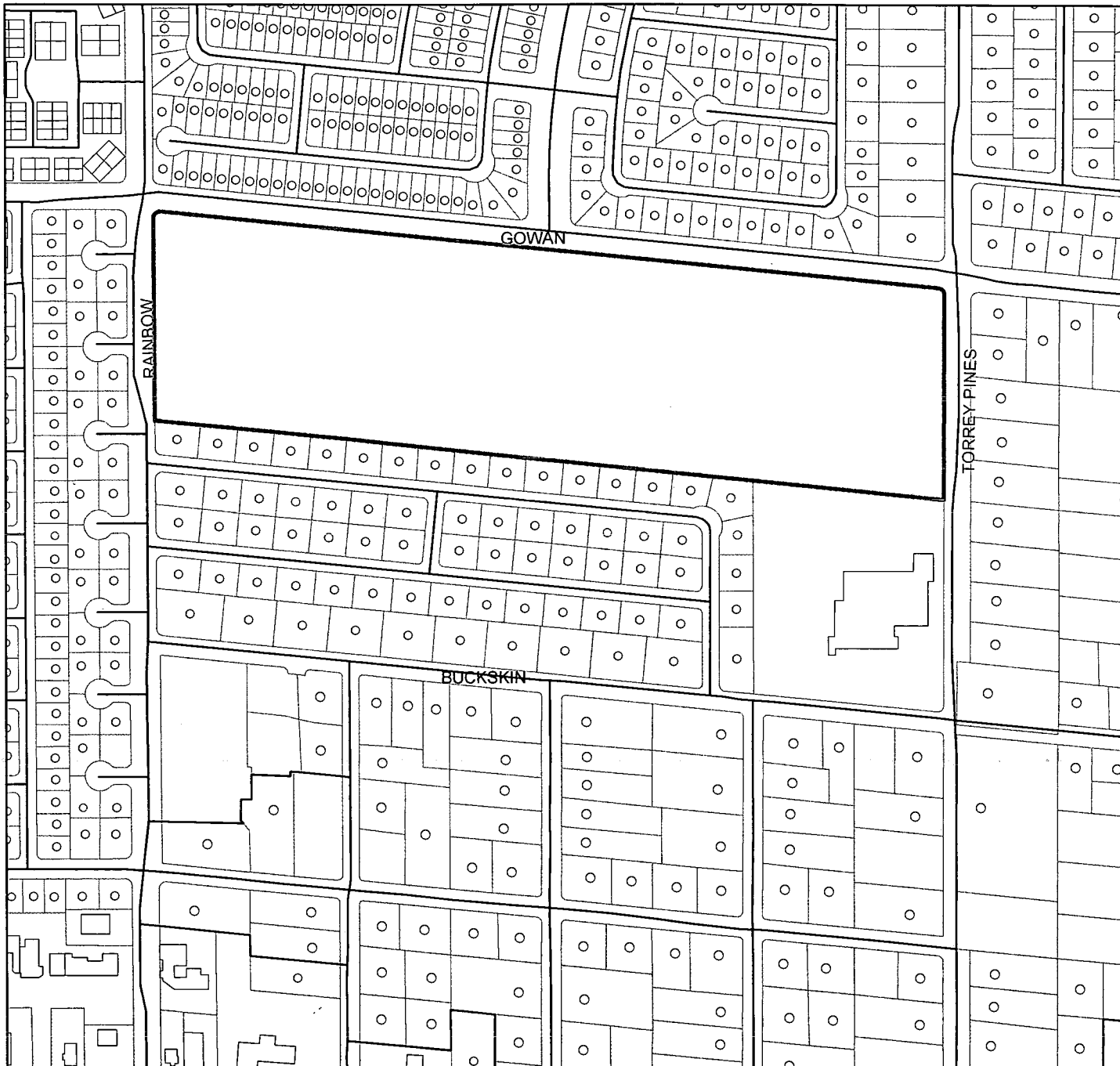
Subscribed and sworn to before me this 4th
day of

March, 2004.

[Signature]

Notary Public





Site Map

Legend

-  Children's_Memorial_Park
-  Street Centerline
-  Building Footprints
-  Parcels

Real Estate & Asset Mgmnt



2/3/2004

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 7, 2004

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD D. GOECKE

☒

CONSENT

☐

DISCUSSION

SUBJECT:

REPORT FROM REAL ESTATE COMMITTEE - Councilman Weekly and Councilwoman Moncrief

Approval of a 3,400 square foot expansion to the existing Health Care and Dental Facility located at 1750 Wheeler Peak Drive in the Las Vegas Enterprise Business Park - Ward 5 (Weekly)

Fiscal Impact

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division:

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

On 3/5/04 CLV received a letter from the County requesting approval of 3,400 sq. ft. addition to the existing building. The current tenants are University Medical Center (UMC), Nevada Rural Health Centers, Economic Opportunity Board (EOB), and Las Vegas Fighting Aids in the Community Today (FACT). The additional square footage would be subleased to FACT for an HIV/AIDS Clinic to further service people who have been affected with HIV and AIDS. The County received state funds in the amount of \$500,000 to use for this purpose.

RECOMMENDATION:

The 4/5/2004 Real Estate Committee and staff recommend approval

BACKUP DOCUMENTATION:

1. Letter of Request
2. Site Map

MOTION:

REESE – APPROVED Items 3 through 19, 21 through 35, 37 through 56 and 59 through 70 as recommended – UNANIMOUS with L.B. McDONALD excused

Items 20, 36, 57 & 58

APPROVED under separate actions (see individual items)

MINUTES:

Under Item 3, COUNCILMAN WEEKLY reported that the Real Estate Committee met to review all of the Real Estate items on the consent agenda and joins with the recommendation of staff that each item be approved by the City Council.

(9:29 – 9:31)

1-772



Department of Finance

Community Resources Management

500 S Grand Central Pky 5th Fl • PO Box 551212 • Las Vegas NV 89155-1212
(702) 455-5025 • Fax (702) 455-5038

George W. Stevens, Chief Financial Officer • Douglas R. Bell, Manager

March 1, 2004

David Roark
Manager, Real Estate and Assets
City of Las Vegas
400 East Stewart Avenue
Las Vegas, Nevada 89101

Dear Mr. Roark:

RE: ENTERPRISE HEALTH CARE AND DENTAL CENTER

2004 MAR -5 P 1:22
CITY OF LAS VEGAS
PUBLIC WORKS
REAL ESTATE

I am writing this letter in reference to Enterprise Health Care and Dental Center. In December 1998, Clark County and the Cities of Las Vegas and North Las Vegas entered into an Interlocal Agreement, which provided joint funding to construct an 18,400 square foot medical and dental facility within the Las Vegas Enterprise Park. On October 31, 2000, a grand opening ceremony was held to open this medical facility. During this Ceremony, Commissioner Yvonne Atkinson Gates had a vision of expanding this facility to further service people who have been affected with HIV and AIDS. The current tenants include the University Medical Center, which provides quick care services; Nevada Rural Health Centers, Inc., which provides primary care services; Economic Opportunity Board of Clark County which has a Men's and Women's clinic; the Las Vegas FACT (Fighting AIDS in the Community Today) which provides counseling to residents on HIV and AIDS prevention; and the University of Nevada Las Vegas, Dental School which provides dental care.

In January 2003, Clark County received state monies in the amount of \$500,000 to be used to construct or expand a medical facility to service HIV and AIDS patients. Within the Interlocal Agreement that initiated this original building project, it stated that the City of Las Vegas must be notified of any construction or additions to the current Enterprise Health Care and Dental Center. Clark County is currently in the process of expanding the health center by an additional 3,400 square foot facility which the County will then lease to the Las Vegas FACT for an HIV/AIDS Clinic. This is a much-needed service in the West Las Vegas Community and it is important to have this service for the residents that may be infected with HIV and AIDS and to work to reduce its transmission to others.

Page 2, Ltr Dated March 1, 2004, Enterprise Health Care and Dental Center

Clark County would thus ask for the Las Vegas City County to formally adopt a motion to approve the expansion of the Enterprise Health Care and Dental Center, to include Las Vegas FACT as a tenant. This agency will provide services in compliance with HUD program eligibility requirements.

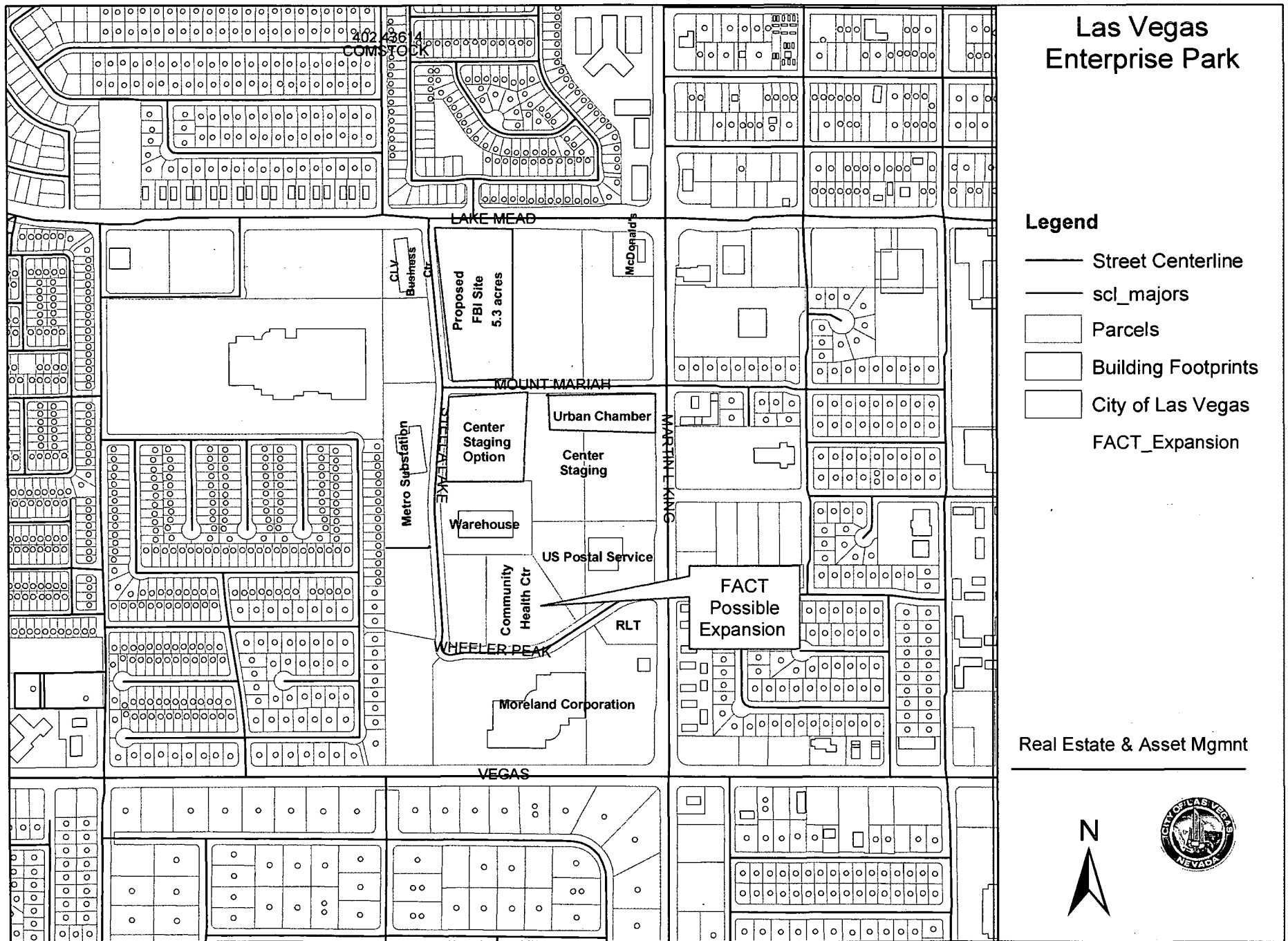
We anticipate that this expansion work will be completed by late June 2004. Clark County is in the process of amending the lease agreement with all providers involved at this medical facility. Your prompt written letter documenting the official approval by your City Council to this project will be appreciated. Should you have any questions on this project, please contact Mr. Maurice Reid, Management Analyst, at 455-5025.

Sincerely,



Douglas R. Bell, Manager
Community Resources Management

Cc: Orlando Sanchez, City Las Vegas Neighborhood Services Department
Rodney Lister, Senior Economic Development Officer
Maurice Reid, Management Analyst II
Steven Sweikert, Deputy District Attorney



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 7, 2004

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 Priority One Commercial (on behalf of the City of Las Vegas) and David M. Litvak for real property known as APN 139-34-512-039 located in the vicinity of Mesquite Avenue and 7th Street (\$351,000 - City Facilities Capital Project Fund) - Ward 5 (Weekly)

Fiscal Impact

☐

No Impact

Amount: \$351,000 + closing costs

☒

Budget Funds Available

Dept./Division: Public Works/Real Estate

☐

Augmentation Required

Funding Source: City Facilities Capital Project Fund

PURPOSE/BACKGROUND:

The City wishes to purchase this property in accordance with the City Hall East Expansion Project.

RECOMMENDATION:

The 4/5/2004 Real Estate Committee and staff recommend approval as amended to \$385,000

BACKUP DOCUMENTATION:

Agreement for the Purchase and Sale of Real Property

MOTION:

REESE – APPROVED Items 3 through 19, 21 through 35, 37 through 56 and 59 through 70 as recommended – UNANIMOUS with L.B. McDONALD excused

Items 20, 36, 57 & 58

APPROVED under separate actions (see individual items)

MINUTES:

Under Item 3, COUNCILMAN WEEKLY reported that the Real Estate Committee met to review all of the Real Estate items on the consent agenda and joins with the recommendation of staff that each item be approved by the City Council.

(9:29 – 9:31)

1-772

AGREEMENT FOR THE PURCHASE AND SALE OF REAL PROPERTY

THIS AGREEMENT FOR THE PURCHASE AND SALE OF REAL PROPERTY ("Agreement") is made and entered into this 23rd day of March 2004, by and between Cynthia Inman, Priority One Commercial and or Nominee (hereinafter referred to as "Buyer") and David M. Litvak and or Assignee ("Seller") with reference to the following facts:

A. Seller is the owner of one parcel (the Property) consisting of approximately .16 acres on which a 1,729+/- sq. ft. with a 512+/- sq. ft. of basement area duplex building resides. Also one story 520+/- Sq.Ft. building and any and all improvements upon the property. The property is located at 412 1/2 N. 7th Street, Las Vegas Nevada, 89101. A Site Plan of the Properties depicting the site is attached hereto as Exhibit "A". The property is further described as Assessor's Parcels 139-34-512-039. The exact legal description to be determined by Title Company, approved by Buyer and attached hereto as exhibit "A".

B. Seller has represented to Buyer that the parcels # 139-34-512-039, which is currently zoned RE and all are located in the City of Las Vegas, County of Clark, State of Nevada.

C. Buyer now desires to purchase from Seller and Seller desires to sell to Buyer the Property, further described in Exhibit "A" and "B".

NOW THEREFORE, in consideration of the mutual covenants, premises and agreements contained herein, the parties hereto do hereby agree as follows:

1. Purchase and Sale. Buyer shall purchase the Property from Seller upon the terms and conditions set forth herein.

A. Purchase Price. The purchase price to be paid for the Property shall be THREE HUNDRED EIGHTY FIVE THOUSAND DOLLARS AND NO/100 DOLLARS (\$385,000.00). Said sum shall be paid as follows:

(1) Buyer shall deposit TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00) into escrow as earnest money (the "Deposit"). Buyer reserves the right to cancel the escrow created herein, for any reason whatsoever, before the expiration of the Contingency Period.

(2) Upon the expiration of the Contingency Period, the Deposit shall become non-refundable. The Deposit shall apply toward the purchase price of the Property.

(3) Prior to close of escrow, Buyer shall deposit the balance of the purchase price, THREE HUNDRED SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$375,000.00).

(4) Should Buyer wish to terminate this Agreement and escrow prior to the expiration of the Contingency Period, Buyer must notify Seller and Escrow Agent in writing. Should Buyer notify Seller and Escrow Agent in writing of Buyers wish to

terminate this Agreement, Escrow Agent shall release to Buyer the Deposit plus interest within two (2) business days from date of notification. Should no such notice be received, Buyer shall be deemed to have approved or waived any and all contingencies. If no written notice is received prior to the expiration of the Contingency Period, Buyer shall be deemed to have approved or waived any and all title exceptions and contingencies and the Deposit shall be deemed non-refundable and shall be applied towards the Purchase Price, upon the closing of escrow.

2. Escrow. The purchase and sale provided for herein shall be consummated through an escrow to be opened with Tina Lucero at United Title of Nevada, within five (5) business days after the execution and delivery of this Agreement. The escrow shall be deemed open when Buyer and Seller have executed and deposited signed purchase contract with the Escrow Company. Said escrow shall be upon the usual form of instructions of the escrow holder for transactions of the type provided for herein, except that said instructions shall incorporate all terms and provisions of this Agreement, and in addition shall provide the following:

(A) To close escrow within fifteen (15) days or sooner at buyer's option from the expiration of the contingency period. Upon the opening of escrow, the escrow officer shall set a specific date for the expiration of the Contingency Period. If the expiration date of the Contingency Period or the anticipated close of escrow date falls on a holiday or weekend, the date for the closing of escrow shall be set on the next succeeding working day.

(B) Buyer shall pay any Documentary Transfer Tax and the cost of the CLTA title insurance policy and all endorsements thereto. All other fees and costs shall be paid by buyer's in accordance with the usual practices in Clark County, Nevada;

(C) Real property taxes shall be prorated to close of escrow;

(D) any Special Assessments or Fees outstanding on the Property which are of record shall be delineated by Escrow and prorated to Close of Escrow; and

(E) in the event of any conflict between the terms of this Agreement and the terms of the escrow, the terms of this Agreement shall prevail except where the escrow instructions specifically provide otherwise.

(F) if escrow fails to timely close solely as the result of Buyer's default, all earnest monies previously deposited by Buyer into escrow and not previously disbursed to Seller shall be paid by escrow over to Seller as liquidated damages. If escrow fails to close as a result of Seller's default, Buyer shall be entitled to a refund of the earnest money only. The provisions of this paragraph shall be the sole remedies available to each respective party hereunder in the event of a default under this Agreement.

3. Contingencies. The purchase of the Property is contingent upon:

(A) A Forty-Five (45) day Contingency Period as described herein. The Contingency Period shall commence on the day following the opening of escrow. Escrow shall be deemed opened for purposes hereof when escrow agent receives an original of this Agreement signed by both Buyer and Seller, and Buyer's Deposit. Escrow agent shall notify both Buyer and Seller in writing of the date escrow is opened,

the day the Contingency Period expires, and the day escrow is to close. Seller hereby grants Buyer the right to enter on the Property to conduct such tests and investigations as Buyer deems appropriate. Buyer agrees to indemnify and hold seller harmless from any actual damage including any legal fees as a result of Buyer's tests and investigations during the Contingency Period on the Property or to any neighboring properties or structures. Buyer further agrees to indemnify and hold Seller harmless from any injury to persons or actual damage including any legal fees to the personal property of others, which results from the Buyer's tests and investigations during the Contingency Period.

(B) The above contingency in Paragraph 3 (a) are solely for the Buyer's benefit. Buyer may elect, for any reason or no reason whatsoever, to terminate this Agreement and the purchase contemplated herein during the Contingency Period. Should Buyer so elect to terminate this Agreement, then prior to the expiration of the Contingency Period Buyer shall so notify Seller and escrow holder in writing (via U.S. mail, hand-delivery or by fax). In the event Buyer terminates this Agreement for any reason during the Contingency Period, any deposits made by Buyer, plus any interest earned, shall be immediately returned to Buyer, less any escrow costs incurred and Buyer shall have no further obligations under this Agreement. Buyer shall be solely responsible for all costs involved in satisfying the above stated contingencies.

(C) *The Buyer has agreed to let Seller and Seller's "Tenant" stay rent-free until August 31, 2004. Seller will be responsible for all utilities as long as Seller and Seller's "Tenant" occupies the building.

(D) *The Buyer has agreed that the Seller's is allowed to take their French Doors with them.

(F) * The Buyer has agreed to let the Seller's move a cottage in the back of their house. During escrow, they will need to show legal proof of using a legally licensed contractor and show a designated place of where they are moving cottage. Upon closing, "Seller" will have thirty days to move cottage to its designated place.

4. Offer Expiration. This offer will remain open until March 29, from receipt of this offer, at that time this offer shall be deemed revoked.

5. Real Estate Agency Disclosure/Commission: Seller represents and warrants that he has not retained or dealt with any broker with respect to this Agreement except Priority One Commercial, 4560 S. Decatur Blvd., Suite 202, Las Vegas, NV 89103, who shall be paid through escrow a commission by Buyer of four (4%) percent of the Property's gross sales price. Buyer discloses to Seller that Buyer is a Nevada Licensed Real Estate Broker/Salesman with Priority One Commercial.

6. Notices. Any and all notices, demands, or other communications required or desire to be given hereunder shall be in writing and shall be validly given or made to another party if served either personally or if deposited in the United States mail certified or registered, postage prepaid, return receipt requested. If such notice, demand or other communication be serviced personally or by facsimile transmission, service shall be conclusively deemed made at the time of such personal service or transmission. If such notice, demand or other communication be given by mail, such shall be conclusively

deemed given forty-eight (48) hours after the deposit thereof in the United States mail addressed to the party to whom such notice, demand or other communication is to be given as hereinafter set forth.

To Seller/Agent: David M. Litvak
412 N. 7th St.
Las Vegas NV 89101-3004

To Buyer/nominee: Priority One Commercial
ATTN: Cynthia Inman
4560 So. Decatur Blvd. Suite 202
Las Vegas, NV 89103
(702) 228-7464

Any party hereto may change his address for the purpose of receiving notices, demands and other communications as herein provided by written notice given in the manner aforesaid to the other party or parties hereto. After opening of escrow a copy of all notices, demands and other communications shall be given to the escrow office.

7. ~~Applicable Laws and Severability. This Agreement shall, in all respects, be governed by the laws of the State of Nevada applicable to agreements executed and to be wholly performed with the State of Nevada. Nothing contained herein shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between any provision contained herein and any present or future statute, law, ordinance or regulation contrary to which the parties have no legal right to contract, the latter shall prevail but the provision of this Agreement which is affected shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law.~~

8. ~~Entire Agreement. The foregoing represents the entire Agreement between the parties and no verbal statements made by any party are a part hereof unless incorporated in writing. In the event either party shall prevail in any legal action commenced to enforce this Agreement, he shall be entitled to all costs incurred in such action including attorney's fees, costs and expenses as may be fixed by the Court.~~

9. ~~Modifications or Amendments. No amendment, change or modification of this Agreement shall be valid unless in writing and signed by all parties hereto.~~

10. ~~Successors or Assigns. All of the terms and provisions contained herein shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, personal representatives, successors and assigns.~~

11. ~~Time of the Essence. Time is of the essence of this Agreement and all terms, provisions, covenants and conditions hereof.~~

"Buyer" Priority One Commercial, a Nevada corporation or nominee

By: Cynthia Imman
Its: President

Executed on March 23, 2004

"Seller" David M. Litvak

By: [Signature]
Its: OWNER

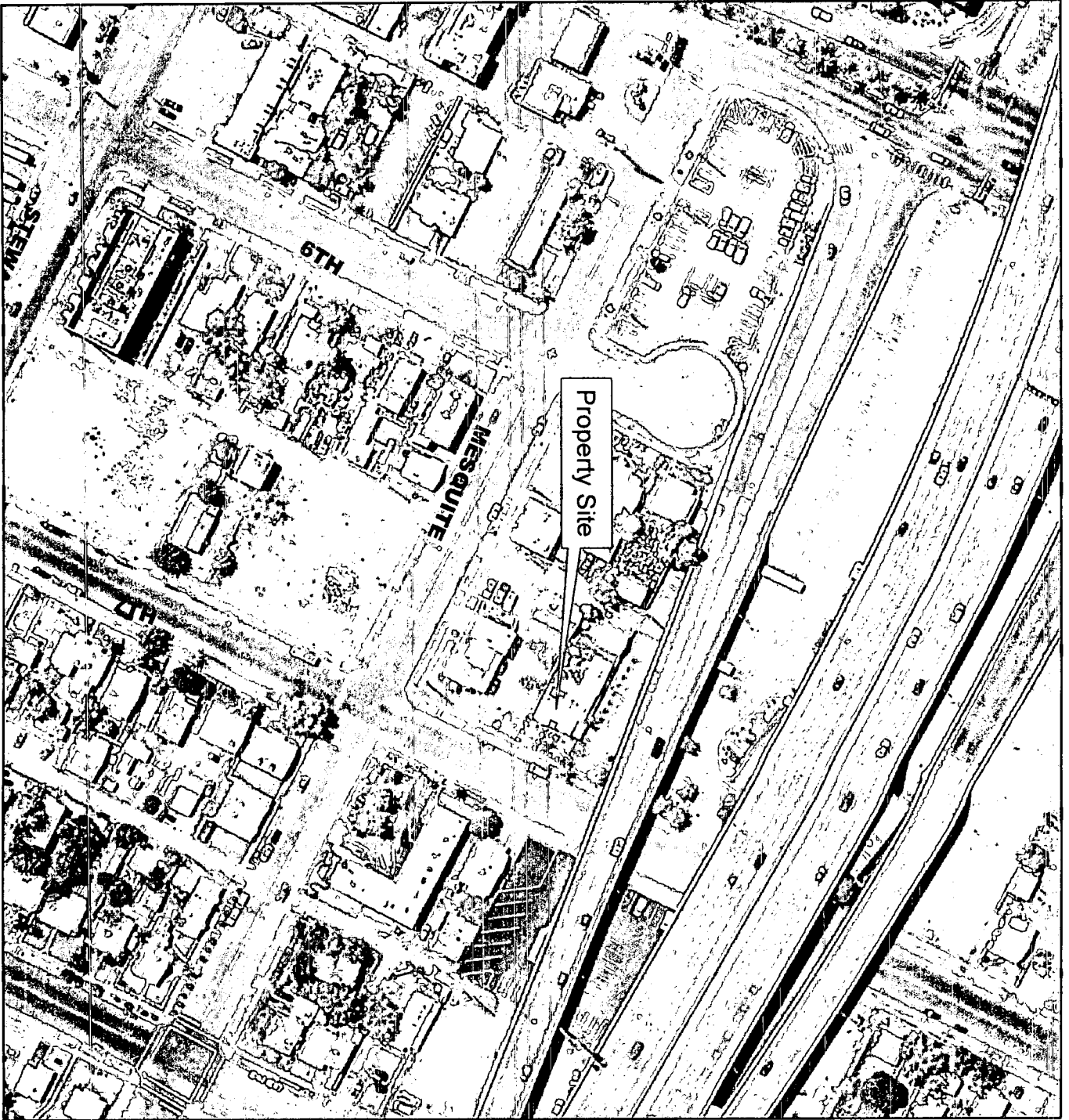
Executed on 3/23, 2004

By: _____
Its: _____

Executed on _____, 2004

155 DEB 2013

[illegible]



Aerial Map

APN 139-34-512-039
David M. Litvak

Real Estate & Asset Mgmt



2/18/2004

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 7, 2004

DEPARTMENT: NEIGHBORHOOD SERVICES

DIRECTOR: ORLANDO SANCHEZ

☒

CONSENT

☐

DISCUSSION

SUBJECT:

REPORT FROM REAL ESTATE COMMITTEE - Councilman Weekly and Councilwoman Moncrief

Approval of Option Agreement for Parcel #1 with Help Las Vegas Housing Corporation II as the developer to purchase approximately 4.84 acres of City of Las Vegas land located in the vicinity of Main and Owens (currently located on a portion of Parcel #139-27-502-011) for development and construction of multi-family housing for low-income persons - Ward 5 (Weekly)

Fiscal Impact

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division: Neigh. Svcs./Neigh. Devel.

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

On November 19, 2003, City Council approved entering into negotiations with HELP USA to give Help Las Vegas Housing Corporation II property from the former MASH site to build housing for low-income individuals and families, with a preference for veterans housing. This Option to Purchase is the result of those negotiations and a requirement for receiving tax credits and funding to build the project.

RECOMMENDATION:

The 4/5/2004 Real Estate Committee and staff recommend approval and authorization of the Mayor to execute the Option Agreement w/Help LV Housing Corp. II & staff of Public Works/Real Estate to complete & execute any additional documents necessary completion of the intent of this contractual obligation for the term of this agreement.

BACKUP DOCUMENTATION:

Option Agreement

MOTION:

REESE – APPROVED Items 3 through 19, 21 through 35, 37 through 56 and 59 through 70 as recommended – **UNANIMOUS** with L.B. McDONALD excused

Items 20, 36, 57 & 58

APPROVED under separate actions (see individual items)

CITY COUNCIL MEETING OF APRIL 7, 2004

Consent – Real Estate Committee

Item 69 – Approval of Option Agreement for Parcel #1 with Help Las Vegas Housing Corporation II as the developer to purchase approximately 4.84 acres of City of Las Vegas land located in the vicinity of Main and Owens (currently located on a portion of Parcel #139-27-502-011) for development and construction of multi-family housing for low-income persons - Ward 5 (Weekly)

MOTION - Continued:

NOTE: COUNCILMAN MACK disclosed that Item 69 involves a site near a SuperPawn owned by his brother STEVEN MACK, for whom he is a consultant. His brother has not approached him regarding the item; the item will not have any impact on his business, and he would vote on the item.

MINUTES:

Under Item 3, COUNCILMAN WEEKLY reported that the Real Estate Committee met to review all of the Real Estate items on the consent agenda and joins with the recommendation of staff that each item be approved by the City Council.

(9:29 – 9:31)

1-772

OPTION AGREEMENT

This OPTION AGREEMENT (the "Agreement") is entered into this 7th day of April, 2004, by and between the CITY OF LAS VEGAS, a municipal corporation in the State of Nevada ("City"), and HELP LAS VEGAS HOUSING CORPORATION II, a non-profit corporation ("Optionee").

R E C I T A L S

A. City is the owner in fee of that certain real property consisting of approximately 4.8 acres located in the City of Las Vegas, County of Clark, State of Nevada, more particularly described in the legal description attached hereto as Exhibit "A" (the "City Parcel"), and designated on the attached Draft Parcel Map, Exhibit "B".

B. Optionee is applying for tax credits from the Nevada Housing Division for the construction of 300 units of affordable housing on the Land identified and depicted as Parcel #1 on the Draft Parcelization Map.

C. City and Optionee desire to enter into this Agreement to provide for City to grant to Optionee and Optionee to obtain from City, upon the terms set forth in this Agreement, an option to acquire the Land identified and depicted as Parcel #1 on the Draft Parcelization Map, and all improvements now or hereafter constructed thereon and easements, licenses and interests appurtenant thereto (collectively, the "Property").

A G R E E M E N T

Based upon the foregoing Recitals, which are incorporated herein by this reference, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, City and Optionee agree as follows:

1. OPTION TO ACQUIRE.

1.1 Grant of Option. City hereby grants to Optionee an option to purchase the Property, upon all of the terms, covenants, and conditions contained in this Agreement (the "Option").

1.2 Option Period. This Option shall commence on the date this Agreement is approved by the Las Vegas City Council and, subject to Section 1.5, shall continue until December 31, 2004

1.3 Consideration for Option. Concurrently with the execution and delivery of this Agreement, Optionee shall pay to City the sum of Ten Dollars (\$10.00) (the "Option Payment") the sufficiency of which is hereby acknowledged. The Option Payment consideration shall be part of the consideration for Agency's grant of the Option and shall not be applicable to the Purchase Price.

1.4 Exercise of Option. In the event Optionee elects to exercise the Option to purchase the Property and has performed all acts in the time and manner as required by the terms

hereof, and is not in default under any provision of this Agreement, Optionee shall exercise the Option by delivering to City, on or before 4:00 p.m. on the last day of the Option Period, written notice of Optionee's election to acquire the Property. Optionee must exercise the Option as to the entire Property and shall not be permitted to exercise the Option as to only a portion of the Property.

1.5 Automatic Termination. In the event (i) Optionee does not exercise the Option to purchase the Property in the manner set forth in Section 1.4 of this Agreement prior to the expiration of the Option Period, the Option shall automatically terminate without any notice to Optionee, and all rights of Optionee in and to the Property shall then and there cease. Such termination shall not release Optionee from its obligations to pay sums due and owing pursuant to the terms hereof up to and including the date of such termination, nor from Optionee's obligations pursuant to this Section 1.5 and Sections 5.1 and 5.3 hereof.

1.6 Document to Remove Cloud. This Agreement constitutes only an Option to purchase the Property, and although the Option granted hereby shall automatically terminate with respect to the Property unless exercised within the times provided for herein, or shall otherwise terminate as provided in Section 1.5, Optionee shall execute, acknowledge and deliver to City within ten (10) days after City's request therefor, any quitclaim deed or other document(s) required by a reputable title company of City's choice, which said title company might require to remove any cloud from the title of City to the Property that might arise as a result of the Option herein granted.

2. INSPECTIONS AND REVIEW.

2.1 Title Review. Prior to Optionee exercising this Option, , Optionee shall obtain a Preliminary Title Report for the Property. Optionee shall notify City in writing ("Optionee's Title Notice") of any matters of title disapproved by Optionee (the "Disapproved Exceptions"). Optionee's failure to deliver Optionee's Title Notice within said thirty (30) day period shall constitute Optionee's approval of all the title exceptions in the Title Reports. City shall have a period of thirty (30) days after receipt of Optionee's Title Notice in which to notify Optionee in writing ("City's Title Notice") of City's election to either remove or decline to remove the Disapproved Exceptions prior to the close of escrow for the conveyance of the Property to Optionee. City's failure to provide Optionee with City's Title Notice within said thirty (30) day period shall be deemed City's election to decline to remove the Disapproved Title Exceptions. In the event Optionee elects to exercise the Option, Optionee shall be deemed to have agreed to accept title to the Property subject to any Disapproved Exceptions which City in City's Title Notice notified Optionee it was declining to remove or which City shall be deemed to have declined to remove by its failure to deliver the City Title Notice.

Upon the issuance of any amendment or supplement to the Title Reports which adds additional exceptions, the foregoing right of review and approval shall also apply.

2.2 Investigation of Property. Optionee, at its sole cost and expense, shall have the right to make such independent investigations, inspections, tests, reviews, studies or surveys (collectively, the "Investigations") as Optionee deems necessary or appropriate concerning the condition or suitability for ownership, use, subdivision, development, construction, or sale of the

Property by Optionee, including, without limitation, any desired Investigations of the soils or groundwater conditions, including a study and determination as to the existence of any noxious, toxic, flammable, explosive or radioactive matter or any hazardous materials or hazardous substances or any crude oil or byproducts of crude oil. Optionee's Investigations of the Property shall be conducted upon no less than 48 hours notice to City. City shall have the right, but not the obligation, to accompany Optionee during such Investigations. Optionee shall repair any and all damage to the Property caused by such Investigations in a timely manner and shall indemnify, defend and hold Agency harmless from and against any liability arising from Optionee's Investigations hereunder.

3. CONDITIONS TO CLOSE OF ESCROW.

If Optionee exercises the option, City and Optionee shall open escrow as provided in subsection (c) below and the following shall be conditions to the close of escrow for the conveyance of the Property by the City to the Optionee.

a. Conveyance of the Property for the agreed-upon purchase price ("Purchase Price").

b. City and Optionee shall have entered into a Disposition and Development Agreement ("DDA"). The DDA shall contain the usual and customary terms of such agreements entered into by City for affordable housing projects, shall contain provisions for the sale of real property for the Purchase Price, and shall refer to or include, as applicable, the provisions set forth in this Section 4.

c. An escrow shall be opened with United Title Company or other escrow company mutually acceptable to Optionee and Agency, within five (5) business days of the exercise of the Option, with the following terms applicable:

- (i) the Purchase Price shall be paid at close of escrow;
- (ii) City shall pay the premium for a CLTA standard owner's policy of title insurance in the amount of the Purchase Price subject to the title exceptions Optionee approved or is deemed to have approved pursuant to Section 2.1, and Optionee shall pay for any extended or additional coverage or endorsements.
- (iii) City shall deposit and execute a deed conveying the Property to Optionee or its assignee at close of escrow;
- (iv) City shall pay for documentary stamps on the deed;
- (v) City and Optionee shall each pay for one-half of the escrow charges;
- (vi) taxes and assessments shall be prorated to close of escrow; and

(vii) escrow closing shall be subject to City obtaining Final Map Approval for the subdivision of the original 10-acre parcel into four parcels, including the 4.84 acre parcel, which is the subject of this Agreement.

d. The close of escrow for the conveyance of the Property shall be on or before the date that is sixty (60) days following Optionee's exercise of the Option.

e. Optionee shall accept the Property in its "As-Is", "Where-Is" and "With-All-Faults" condition. City staff has no actual knowledge of the presence of hazardous substances or materials in, under, or upon the Property.

f. City approval of Optionee's Project financing including sources and uses of funds and a Project pro forma.

g. Approval by the City and any other governmental agency with jurisdiction, of any land use approvals and entitlements which may be required for the Project.

4. MISCELLANEOUS.

4.1 Attorney's Fees. In the event of any dispute between the parties hereto involving the covenants or conditions contained in this Option or arising out of the subject matter of the Option, the prevailing party shall be entitled to recover, and the other party agrees to pay, all reasonable fees, expenses and costs, including, but not limited, to attorneys' fees.

4.2 Notices. All notices required to be delivered under this Agreement to the other party must be in writing and shall be effective (i) when personally delivered by the other party or messenger or courier thereof; (ii) three (3) business days after deposit in the United States mail, registered or certified; (iii) twenty-four (24) hours after deposit before the daily deadline time with a reputable overnight courier or service; or (iv) upon receipt of a telecopy or fax transmission, provided a hard copy of such transmission shall be thereafter delivered in one of the methods described in the foregoing (i) through (iii); in each case postage fully prepaid and addressed to the respective parties as set forth below or to such other address and to such other persons as the parties may hereafter designate by written notice to the other parties hereto:

To City:

City of Las Vegas
400 Stewart Avenue
Las Vegas, Nevada 89101
Attn: City Manager

Copy to:

City of Las Vegas
400 Stewart Avenue
Las Vegas, Nevada 89101
Attn: Director, Neighborhood Services Department

To Optionee:

Help Las Vegas Housing Corp. II
500 Pilot Rd. Suite A
Las Vegas, NV 89119
Attn: Craig Galati, President
Telecopier: (702) 263-8111

Copy to:

KLK Development Consultants, Inc.
46 Inningwood Rd.
Ossining, NY 10562
Telecopier: (914) 923-0682

4.3 Broker's Fee. City and Optionee each represents and warrants to the other than no third party is entitled to a broker's commission and/or finder's fee with respect to the transactions contemplated by this Agreement. Each party agrees to indemnify and hold the other harmless from and against all liabilities, costs, damages and expenses, including, without limitation, attorney's fees, resulting from any claims or fees or commissions, based upon agreements by it, if any, to pay broker's commissions and/or finder's fees.

4.4 Assignment. Optionee hereby represents and warrants that the parcel is being acquired for the purpose of development of 300 units of affordable housing, and is not for speculative purposes. Except as set forth in this Option, the Optionee shall not assign any interest in or delegate any obligation under this Option, or sell or transfer the parcel or any portion thereof, without the written consent of the City which shall not be unreasonably withheld. Optionee represents and warrants to the City that the parcel may be assigned to non-profit corporation formed for the sole purpose of owning and operating the project as required by the city of Las Vegas and said non-profit corporation is affiliated with Optionee, but such assignment shall not be effective unless and until the assignee agrees in writing to carry out and observe Optionee's agreements hereunder.

4.5 Time of the Essence. Time is of the essence with respect to each of the terms, covenants and conditions of this Agreement.

4.6 Binding on Heirs. Subject to the limitations set forth in Section 4.4 above, this Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto.

4.7 Modification, Waivers and Entire Agreement. Any amendments or modifications to this Agreement must be in writing and executed by both parties to this Agreement. No delay or omission by either party hereto in exercising any right or power accruing upon the compliance or failure of performance by the other party hereto under the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either party hereto of a breach of any of the covenants, conditions or agreements hereof to be performed by the party shall not be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions or conditions thereof. This Agreement contains the entire agreement of the parties hereto with respect to the matters covered hereby, and all negotiations and agreements, statements or promises between the parties hereto or their agents with respect to

this transaction are merged in this Agreement, which alone expresses the parties' rights and obligations. No prior agreements or understandings not contained herein shall be binding or valid against either of the parties hereto.

4.8 Interpretation; Governing Law; Forum. This Agreement shall be construed according to its fair meaning and as if prepared by both parties hereto. This Agreement shall be construed in accordance with the laws of the State of Nevada in effect at the time of the execution of this Agreement. Title and captions are for convenience only and shall not constitute a portion of this Agreement. As used in this Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others wherever and whenever the context so dictates. In the event of any litigation between the parties hereto, the District Courts of the State of Nevada in and for the County of Clark shall have exclusive jurisdiction.

4.9 Severability. If any term, provision, condition or covenant of this Agreement or the application thereof to any party or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this instrument, or the application of such term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

4.10 Authority to Execute. The person(s) executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other agreement to which said party is bound.

4.11 Execution in Counterpart. This Agreement may be executed in several counterparts, and all so executed shall constitute one agreement binding on all parties hereto, notwithstanding that all parties are not signatories to the original or the same counterpart.

4.12 No Recordation. Optionee shall not cause or allow this Agreement, short form, memorandum or assignment hereof to become of record in any public office without Agency's prior written consent, which consent may be withheld in Agency's sole and absolute discretion.

4.13 Exhibits. Exhibit A, B, and C attached hereto are hereby incorporated herein by this reference.

4.14 Disclosure of Principals. Pursuant to Resolution R-105-99 adopted by the City Council effective October 1, 1999, Help Las Vegas Housing Corp. II warrants that it has disclosed, on the form attached hereto as Exhibit "C", all principals, including partners of Help Las Vegas Housing Corp. II, as well as all persons and entities holding more than 1% interest in Help Las Vegas Housing Corp. II or any principal of Help Las Vegas Housing Corp. II. Throughout the term hereof, Help Las Vegas Housing Corp. II shall notify City in writing of any material change in the above disclosure within 15 days of any change.

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

CITY OF LAS VEGAS

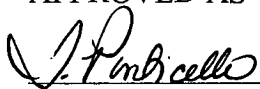
By: 
OSCAR B. GOODMAN, Mayor

"CITY"

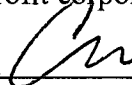
ATTEST:


BARBARA JO RONEMUS, City Clerk

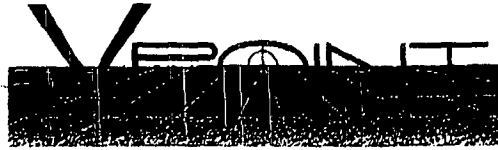
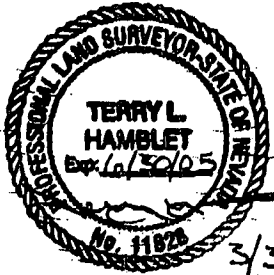
APPROVED AS TO FORM:

 3/15/04
Date

HELP LAS VEGAS HOUSING CORP. II a
non-profit corporation

By: 
CRAIG S. GALATI
Its: President

"OPTIONEE"



PLANNERS • CONSULTING ENGINEERS • SURVEYORS

CITY PARCEL

EXHIBIT "A"

W.O.# 130-E147
File: E147EX01.doc
March 3, 2004
By: MJM
Checked By: TLH

3/3/04

EXPLANATION: Property description for Proposed Parcel 1 at the City of Las Vegas former MASH site.

BASIS OF BEARINGS:

The Basis of Bearings for this property description is the northerly line of the Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4) of Section 27, Township 20 South, Range 61 East, M.D.M., City of Las Vegas, County of Clark, State of Nevada, which bears, North 89°42'26" East, as per Map recorded in File 78, Page 1 of Parcel Maps in the Office of the County Recorder of said County.

Being a portion of Lot 2 in the City of Las Vegas, County of Clark, State of Nevada as per map recorded in File 78, Page 1 of Parcel Maps in the Office of the County Recorder of said County, situated in the Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4) of Section 27, Township 20 South, Range 61 East, M.D.M., more particularly described as follows:

COMMENCING at the northwest corner of said Lot 2;

Thence along the westerly line of said Lot 2, South 00°18'03" East, 341.62 feet to a line being 341.62 feet southerly and parallel with measured right angles from the northerly line of said Lot 2, said point being the **POINT OF BEGINNING**;

Thence along said parallel line, North 89°42'26" East, 500.15 feet;

Thence South 69°33'33" East, 150.00 feet to the easterly line of said Lot 2;

Thence along said line, South 27°53'04" West, 429.99 feet to the southerly line of that certain "City of Las Vegas" parcel of land as shown per File 83, Page 11 of Surveys;

Thence along said line the following two (2) courses: North 76°23'49" West, 440.23 feet;

Thence North 89°41'57" West, 10.00 feet to said westerly line of Lot 2;

Thence along said line, North 00°18'03" West, 326.41 feet to the **POINT OF BEGINNING**

Said parcel contains 4.841 acres, more or less.

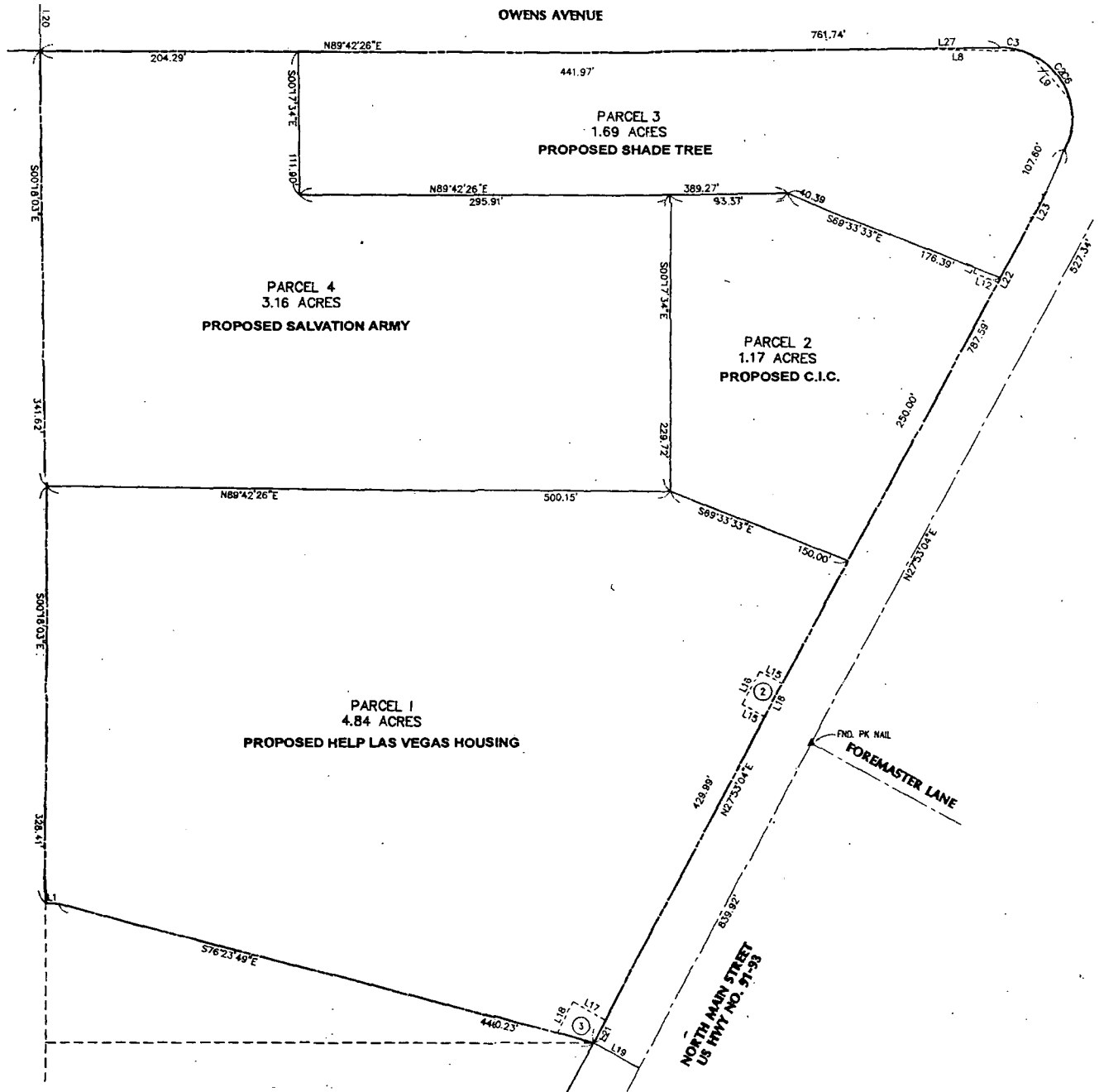
"The above described parcel of land represents a portion of the Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4) of Section 27, Township 20 South, Range 61 East, M.D.M., and is not intended for inclusion in a document conveying fee ownership. To do so is a violation of state law and or local ordinance."

END OF DESCRIPTION

4.8 acres

, Nevada 89014 • (702) 248-6415 • Fax 248-0626

DRAFT



A PORTION OF THE PROPOSED
PARCEL MAP FOR
THE CITY OF LAS VEGAS
FORMER MASH SITE

VPOINT

DESIGNING FOR THE FUTURE
PLANNERS • CONSULTING ENGINEERS • SURVEYORS

1009 WHITNEY RANCH DRIVE • HENDERSON, NEVADA 89014 • (702) 248-6415

W.O. #	130-E147
BY:	MJM
DATE:	01/09/04
SCALE:	SCALE
CHECKED:	TLH
SHT.	NO. 3 OF 3 SHEETS

DRAFT

Disclosure of Principals

The principals and partners of Help Las Vegas Housing Corp. II and all persons and entities holding more than 1% interest in Help Las Vegas Housing Corp. II or any principal of Help Las Vegas Housing Corp. II are the following:

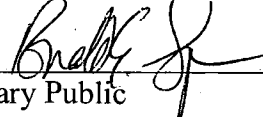
<u>FULL NAME</u>	<u>BUSINESS ADDRESS</u>	<u>BUSINESS PHONE</u>
1. <u>CRAIG S. GALATI</u>	<u>500 PILOT RD, STE A LV, NV 89119</u>	<u>702 263-7111</u>
2. <u>RICHARD MOTTA</u>	<u>30 E. 33RD ST. NY, NY 10016</u>	<u>212 779-3350</u>
3. <u>JOSEPH GALLO</u>	<u>"</u>	<u>"</u>
4. <u>VINCENT RAVASCHIERE</u>	<u>"</u>	<u>"</u>
5. <u>THOMAS MAURO</u>	<u>"</u>	<u>"</u>
6. _____	_____	_____
7. _____	_____	_____
8. _____	_____	_____
9. _____	_____	_____
10. _____	_____	_____

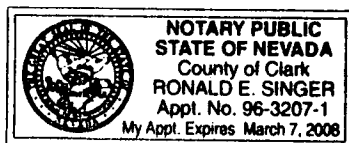
I hereby certify under penalty of perjury, that the foregoing list is full and complete.

HELP LAS VEGAS HOUSING CORP. II, a
non-profit corporation

By: 
Its: President
CRAIG S. GALATI

Subscribed and sworn to before me this
22nd day of MARCH, 2004.


Notary Public



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 7, 2004

DEPARTMENT: BUSINESS DEVELOPMENT

DIRECTOR: IAIN VASEY, ACTING

☒

CONSENT

☐

DISCUSSION

SUBJECT:

REPORT FROM REAL ESTATE COMMITTEE - Councilman Weekly and Councilwoman Moncrief

Approval of City Parkway IV executing a Quitclaim Deed and Assignment to transfer approximately 56 acres of APN 139-34-110-003 to City Parkway V and for City Parkway V to accept such transfer - Ward 5 (Weekly)

Fiscal Impact

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division:

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

In December 2000, City Parkway V had acquired the entire 61 acres as part of the Lehman Bros. land exchange. In May 2001, City Parkway V transferred approximately 56 acres to City Parkway IV in order for City Parkway IV to make application to be included in the gaming overlay district. The application was successfully completed and the need to keep the properties in two separate corporations is no longer necessary. This action will transfer the 56 acres belonging to City Parkway IV, including outstanding obligations, to City Parkway V. The consolidation of the properties into City Parkway V will be less burdensome to maintain and the properties can be managed more efficiently.

RECOMMENDATION:

The 4/5/2004 Real Estate Committee and staff recommend that the City Council approve the officers of City Parkway IV to execute the Quitclaim Deed, Assignment and necessary documents to transfer approximately 56 acres of real property and obligations to City Parkway V, for the officers of City Parkway V to accept the Quitclaim Deed and Assignment and to take all necessary action properly related thereto.

BACKUP DOCUMENTATION:

1. Quitclaim Deed
2. Assignment
3. Disclosure of Principals for City Parkway V and City Parkway IV
4. Site Map

MOTION:

REESE – APPROVED Items 3 through 19, 21 through 35, 37 through 56 and 59 through 70 as recommended – **UNANIMOUS** with L.B. McDONALD excused

Items 20, 36, 57 & 58

APPROVED under separate actions (see individual items)

CITY COUNCIL MEETING OF APRIL 7, 2004

Consent – Real Estate Committee

Item 70 – Approval of City Parkway IV executing a Quitclaim Deed and Assignment to transfer approximately 56 acres of APN 139-34-110-003 to City Parkway V and for City Parkway V to accept such transfer - Ward 5 (Weekly)

MINUTES:

Under Item 3, COUNCILMAN WEEKLY reported that the Real Estate Committee met to review all of the Real Estate items on the consent agenda and joins with the recommendation of staff that each item be approved by the City Council.

(9:29 – 9:31)

1-772

APN 139-34-110-003

Recorded at the Request of:

City Parkway V, Inc.
400 Las Vegas Boulevard South
Las Vegas, Nevada 89101

When Recorded, Return to:

City Attorney's Office
City of Las Vegas
400 Stewart Avenue, 9th Floor
Las Vegas, Nevada 89101

QUITCLAIM DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, City Parkway IV, Inc., a Nevada non-profit corporation, does hereby REMISE, RELEASE AND QUITCLAIM to the City Parkway V, Inc., a Nevada non-profit corporation, the real property in the City of Las Vegas, County of Clark, State of Nevada, described on Exhibit "A" attached hereto, together with all and singular tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

DATED this _____ day of _____, 2004.

CITY PARKWAY IV, INC.

By: _____
Douglas Selby, President

Approved as to form:

J. Parkello 3/26/04
Date

ACKNOWLEDGEMENT

State of Nevada)
) ss.
County of Clark)

On this ____ day of _____, 2004, personally appeared before me, a Notary Public in and for said County and State, Douglas Selby, known to me to be the President of City Parkway IV, Inc., and he acknowledged to me that he executed the same for and on behalf of City Parkway IV, Inc. and that he executed the said instrument freely and voluntarily and for the uses and purposes therein mentioned.

WITNESS my hand and official seal.

NOTARY PUBLIC in and for said County
and State

EXHIBIT A

THE PURPOSE OF THIS LEGAL DESCRIPTION IS TO DESCRIBE A PARCEL OF LAND BEING SUBDIVIDED OUT OF LOT 5 OF PARKWAY CENTER AS RECORDED IN BOOK 53, PAGE 61 OF PLATS.

BEING A PORTION OF SAID LOT 5, SAME BEING A PORTION OF THE WEST HALF (W1/2) OF SECTION 34 AND THE EAST HALF (E1/2) OF SECTION 33, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at the southeast corner of said lot 5, being on the north line of Bonneville Avenue (100 foot right-of-way), same being on the west line of the Union Pacific Railroad right-of-way (100 foot wide);

THENCE, along the north line of said Bonneville Avenue the following four(4) courses and distances:

1. North $62^{\circ}04'12''$ West, a distance of 204.98 feet to a point of curvature to the left;
2. With said curve to the left, concave southerly, having a radius of 550.00 feet, a central angle of $36^{\circ}45'51''$, and along the arc 352.91 feet to a point of tangency;
3. South $81^{\circ}09'57''$ West, a distance of 485.41 feet to a point of curvature to the right;
4. With said curve to the right, concave northeasterly, having a radius of 55.00 feet, a central angle of $95^{\circ}00'00''$, and along the arc 91.19 feet to a point of tangency on the east line of Grand Central Parkway (100 foot right-of-way);

THENCE, along the east, southeasterly, and southerly line of said Grand Central Parkway the following ten (10) courses and distances:

1. North $03^{\circ}50'03''$ West, a distance of 94.71 feet to a point of curvature to the right;
2. With said curve to the right, concave easterly, having a radius of 450.00 feet, a central angle of $31^{\circ}45'19''$, and along the arc 249.41 feet to a point of tangency;
3. North $27^{\circ}55'16''$ East, a distance of 1058.21 feet to a point of curvature to the right;
4. With said curve to the right, concave southeasterly, having a radius of 450.00 feet, a central angle of $20^{\circ}42'14''$, and along the arc 162.61 feet to a point of tangency;
5. North $48^{\circ}37'30''$ East, a distance of 1217.02 feet to a point of curvature to the right;
6. With said curve to the right, concave southeasterly, having a radius of 450.00 feet, a central angle of $25^{\circ}40'39''$, and along the arc 201.67 feet to a point of tangency;
7. North $74^{\circ}18'09''$ East, a distance of 331.32 feet to a point of curvature to the right;

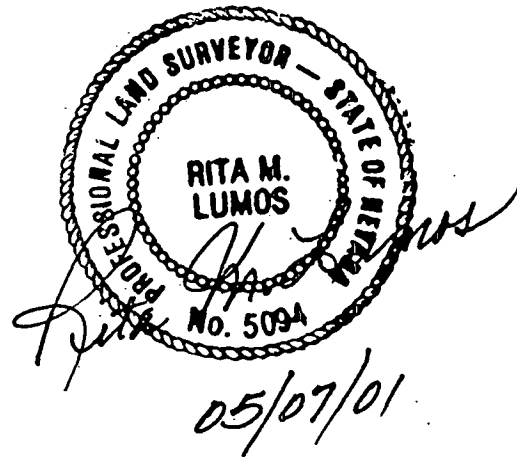
8. With said curve to the right, concave southerly, having a radius of 350.00 feet, a central angle of $43^{\circ}37'41''$, and along the arc 266.51 feet to a point of non-tangency from which a radial line bears South $27^{\circ}55'50''$ West;
9. South $27^{\circ}55'50''$ West, a distance of 5.00 feet to an interior angle point;
10. South $62^{\circ}04'10''$ East, a distance of 68.80 feet to a point on said west line of the Union Pacific Railroad;

THENCE, along said west line South $27^{\circ}55'16''$ West, a distance of 741.16 feet to a point of non-tangent curvature to the left from which a radial line bears South $31^{\circ}53'35''$ East; THENCE, leaving said west line and crossing a portion of said lot 5, from a tangent bearing South $58^{\circ}06'25''$ West, with said curve to the left, concave southeasterly, having a radius of 1510.00 feet, a central angle of $30^{\circ}11'04''$, and along the arc 795.50 feet to a point of tangency;

THENCE, South $27^{\circ}55'21''$ West, a distance of 150.00 feet to a point of curvature to the left;

THENCE, with said curve to the left, concave easterly, having a radius of 1510.00 feet, a central angle of $30^{\circ}11'15''$, and along the arc 795.57 feet to a point of non-tangency from which a radial line bears North $87^{\circ}44'06''$ East, same point being on said west line of the Union Pacific Railroad;

THENCE, with said west line, South $27^{\circ}55'16''$ West, a distance of 365.64 feet to the POINT OF BEGINNING, containing 56.03 acres of land.



CLARK COUNTY, NEVADA
JUDITH A. VANDEVER, RECORDER
RECORDED AT REQUEST OF:
CITY OF LAS VEGAS

05-18-2001 14:49 DEN
OFFICIAL RECORDS
BOOK: 20010518 INST: 02199
FEE: .00 RPT: EX#002

ASSIGNMENT AND ASSUMPTION

By this ASSIGNMENT AND ASSUMPTION (this "Assignment"), City Parkway IV, Inc., a Nevada nonprofit corporation ("Assignor") and City Parkway V, Inc., a Nevada nonprofit corporation of the State of Nevada ("Assignee"), covenant, represent, warrant, and agree as follows.

I. Agreement

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

1.1 Assignment. Assignor hereby assigns to Assignee all of Assignor's right, title, and interest in and to all contracts, promissory notes, accounts payable, leases, rents, personal property, insurance policies, and all other property held in the name of Assignor effective the ____ day of April, 2004 (the "Effective Date").

1.2 Assumption. Assignee hereby accepts all the right, title, and interest of Assignor in and to the property described above and hereby undertakes, assumes, and agrees to perform all covenants, obligations, and duties of Assignor contained in the property described above.

II. Miscellaneous

2.1 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.

2.2 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.

2.3 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.

2.4 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: City Parkway IV, Inc.
400 Stewart Ave. 2nd floor
Las Vegas, Nevada 89101
Attn: Office of Business Development

If to Assignee: City Parkway V, Inc.
400 Stewart Ave., 2nd floor
Las Vegas, Nevada 89101
Attn: Office of Business Development

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

2.5 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.

2.6 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.

2.7 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.

...
...
...
...

2.8 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.

DATED this _____ day of April, 2004.

ASSIGNOR

City Parkway IV, Inc.,
a Nevada nonprofit corporation

By: _____
Douglas Selby, President

ATTEST:

Steve Houchens, Secretary

ASSIGNEE

City Parkway V, Inc.,
a Nevada nonprofit corporation

By: _____
Douglas Selby, President

ATTEST:

Steve Houchens, Secretary

Approved as to form:

J. Penhalls 3/26/04
Date

Disclosure of Principals

The principals and partners of City Parkway IV, Inc. and all persons and entities holding more than 1% interest in City Parkway IV, Inc. or any principal of City Parkway IV, Inc. are the following:

<u>FULL NAME</u>	<u>BUSINESS ADDRESS</u>	<u>BUSINESS PHONE</u>
1. Douglas Selby, Director	400 Stewart Avenue, 8 th Floor Las Vegas, Nevada 89101	(702) 229-6501
2. Steve Houchens, Director	400 Stewart Avenue, 8 th Floor Las Vegas, Nevada 89101	(702) 229-6501

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

By: Douglas Selby 3-26-04
Douglas Selby, President

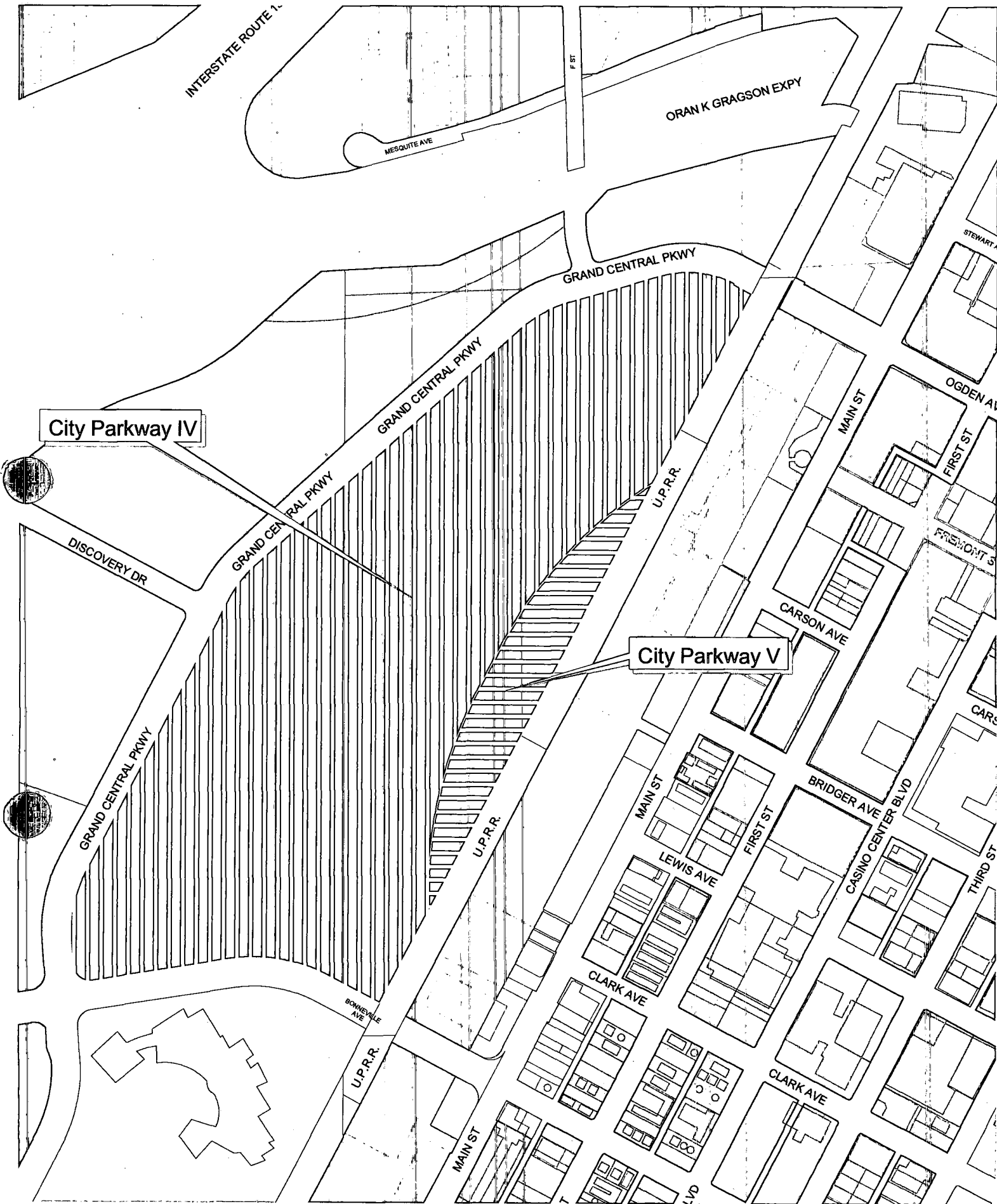
Disclosure of Principals

The principals and partners of City Parkway V, Inc. and all persons and entities holding more than 1% interest in City Parkway V, Inc. or any principal of City Parkway V, Inc. are the following:

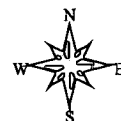
<u>FULL NAME</u>	<u>BUSINESS ADDRESS</u>	<u>BUSINESS PHONE</u>
1. Douglas Selby, Director	400 Stewart Avenue, 8 th Floor Las Vegas, Nevada 89101	(702) 229-6501
2. Steve Houchens, Director	400 Stewart Avenue, 8 th Floor Las Vegas, Nevada 89101	(702) 229-6501

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

By: Douglas Selby 3-26-04
Douglas Selby, President



City Parkway IV & V



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 7, 2004

DEPARTMENT: CITY MANAGER

DIRECTOR: DOUGLAS A. SELBY

☐

CONSENT

☒

DISCUSSION

SUBJECT:

ADMINISTRATIVE:

ABEYANCE ITEM - Discussion and possible action to establish an employment policy for state legislators and other elected or appointed government officials

Fiscal Impact

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division:

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

Recent events have called attention to the need to establish a policy to address the employment of state legislators and other elected and appointed government officials by the City of Las Vegas. Staff will present policy options for consideration by the City Council.

RECOMMENDATION:

Receive a presentation and direct staff to prepare an appropriate policy

BACKUP DOCUMENTATION:

None

MOTION:

REESE – Motion to HOLD IN ABEYANCE to 5/5/2004 – UNANIMOUS with L.B. McDONALD excused

MINUTES:

Under Item 1, COUNCILMAN REESE announced that Item 71 would be trailed to the afternoon session in order for COUNCILWOMAN McDONALD to be present during the discussion.

COUNCILWOMAN McDONALD stated that an actual submission to establish a policy addressing the employment of state legislators and other elected and appointed government officials has been forwarded to the Nevada Supreme Court. She anticipates additional discussion will take place in this regard.

Inasmuch as this would be her last Council meeting, COUNCILWOMAN McDONALD deferred to her colleagues to continue to look into the issues of compatibility. She remarked that a recent report from the Office of Special Council indicated that in light of the employee no longer being employed by the City, they felt they no longer had jurisdiction in the matter. The report stated

CITY COUNCIL MEETING OF APRIL 7, 2004

Administrative

Item 71 - Discussion and possible action to establish an employment policy for state legislators and other elected or appointed government officials

MINUTES – Continued:

that if the staff member was still employed, the Hatch Act could be applied due to the circumstances. COUNCILWOMAN McDONALD encouraged her colleagues to continue looking at this subject as there are several pertinent issues that are unresolved. She stated that regardless of what the Supreme Court rules, the issues relative to Home Rule and any Hatch Act violations should be considered before the final decision is made.

MAYOR GOODMAN advised that a decision is scheduled to be made within 30 days, and recommended this item be held in abeyance to the 5/5/2004 City Council meeting.

(9:27 – 9:29/1:23 – 1:27)

1-711/3-810

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 7, 2004

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

Discussion and possible action regarding Complaint seeking disciplinary action against Carey Sam Anderson d/b/a Anderson Snack Shack, 516 Jackson Avenue, Las Vegas, Clark County, Nevada, for violations of Titles 6 and 9 of the Las Vegas Municipal Code and NRS Chapter 446 - Ward 5 (Weekly)

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

Carey Sam Anderson d/b/a Anderson Snack Shack holds Restaurant-Take Out License No. R05-00110-6-032996, Coin Operated Amusement License No. C08-01422-2-032996, and Retail Tobacco License No. C05-01286-B-032996. Anderson Snack Shack operates as a food take out business. It is a nuisance. There have been hundreds of calls for service requiring the Metropolitan Police Department to respond to it. The Clark County Health District has repeatedly cited it for being filthy and in disrepair, and the business has operated without a valid health permit. Anderson Snack Shack has not maintained adequate records of gross sales and inventory. Alcohol has been sold and consumed on the premises without a license. Anderson Snack Shack has been cited as an imminent hazard.

RECOMMENDATION:

That the City Council issue the Complaint for Disciplinary Action and set a date and time certain for hearing no later than 60 days from the date of approval of the Complaint.

BACKUP DOCUMENTATION:

1. Proposed Complaint for Disciplinary Action
2. Submitted at Council meeting – Affidavit of Service with letter notification, original Complaint for Disciplinary Action and Order Approving Complaint and Notice of Hearing submitted by Senior Litigation Counsel Bill Henry

MOTION:

WEEKLY – APPROVED the Complaint and set the hearing for 5/19/2004 as recommended – UNANIMOUS with L.B. McDONALD excused

MINUTES:

BILL HENRY, Senior Litigation Council, advised that the Complaint lists a number of nuisance and tax code violations. He requested approval of the Complaint and that the hearing be scheduled for 5/19/2004.

(9:38 – 9:39)

1-1067

1
2
3
4 BEFORE THE CITY COUNCIL
5 OF THE CITY OF LAS VEGAS, NEVADA

6 * * *

7 IN THE MATTER OF:

8 DEPARTMENT OF FINANCE AND
9 BUSINESS SERVICES on behalf of the
10 CITY OF LAS VEGAS, NEVADA,

11 Petitioner,

12 vs.

13 CAREY SAM ANDERSON d/b/a
14 ANDERSON SNACK SHACK,

15 Respondent.

**COMPLAINT FOR
DISCIPLINARY ACTION**

16 The DEPARTMENT OF FINANCE AND BUSINESS SERVICES, on behalf of the
17 CITY OF LAS VEGAS, NEVADA (Department), Petitioner, brings this Complaint for
18 Disciplinary Action against CAREY SAM ANDERSON d/b/a ANDERSON SNACK SHACK,
19 516 Jackson Avenue, Las Vegas, Clark County, Nevada, Respondent, and states:

20 Respondent CAREY SAM ANDERSON, holds Restaurant-Take Out License No. R05-
21 00110-6-032996, Coin Operated Amusement License No. C08-01422-2-032996, and Retail
22 Tobacco License No. C05-01286-B-032996.

23 **SUMMARY OF ALLEGATIONS**

24 ANDERSON SNACK SHACK operates as a take-out food business. It is a nuisance.
25 From July 2000 to date, there have been hundreds of calls for service requiring the Las Vegas
26 Metropolitan Police Department to respond to ANDERSON SNACK SHACK. The Clark
27 County Health District has conducted multiple inspections of ANDERSON SNACK SHACK
28 and found it to be filthy and in disrepair. ANDERSON SNACK SHACK has operated as a

1 food establishment without a valid health permit. Cease and Desist Orders were issued.
2 ANDERSON SNACK SHACK, contrary to law, has not maintained adequate records of gross
3 sales and inventory. Las Vegas Metropolitan Police officers, on multiple occasions, have
4 found evidence of sale and consumption of alcohol on the premises. CAREY SAM
5 ANDERSON has pled nolo contendere to Doing Business Without a License and Selling
6 Liquor Without a License, and been found guilty, in the Las Vegas Municipal Court.
7 ANDERSON SNACK SHACK, on December 22, 2003, was found to be an imminent hazard
8 because it placed peoples' lives, health or property in high risk of peril.

9 THE LAW

10 LVMC § 6.02.330(C), (G) and (H) subject a licensee to discipline:

11 The licensee may be subject to disciplinary action by the
12 City Council for good cause, which may, without limitation,
include:

13

14 (C) The licensee or any of its principals has been
15 **convicted** of an act which constitutes a crime which involves
16 moral turpitude or involves any local, state or federal law or
regulation which relates to the same or a similar business;

17

18 (G) The **premises** on which the business is conducted do
19 not satisfy local, state or federal law or regulations which pertain
to the activity which is actually engaged in;

20 (H) The actual business activity constitutes a public or
21 private **nuisance**, or has been or is being conducted in an
unlawful, illegal or impermissible manner. [Emphasis added.]

22 LVMC § 6.02.340 also subjects a licensee to discipline:

23 Whenever this Title **requires any act to be done or**
24 **prohibits or makes unlawful the doing of any act**, the failure to
25 do any such required act or the doing of any such prohibited or
unlawful act shall **subject the person** who commits such
violation to **disciplinary action**. [Emphasis added.]

26 LVMC § 6.02.350 subjects a licensee to discipline for the acts of principals and
27 **subordinates**:

28

1 A licensee under this Chapter shall be subject to
2 disciplinary action not only for acts or omissions done by such
3 licensee but also for acts and omissions done by the principals,
4 managers, agents, representatives, servants or employees of such
5 licensee.

6 NUISANCE

7 CALLS FOR SERVICE

8 Between July 2000 and June 2001 there were 193 calls for service to the Las Vegas
9 Metropolitan Police Department from ANDERSON SNACK SHACK. During calendar year
10 2000 there were 167 calls for service. During calendar year 2003 there were 56 calls for
11 service.

12 NARCOTICS

13 During the month of August 2003 Metropolitan Police officers determined that
14 ANDERSON SNACK SHACK operates between the hours of 11 p.m. and 5 a.m. They
15 conducted a surveillance. Their surveillance revealed that most of the people who entered the
16 business did so with nothing in their hands and left with nothing in their hands. Metropolitan
17 Police officers observing subjects standing outside the business formed the opinion that hand-
18 to-hand narcotics sales were occurring and people were smoking crack cocaine.

19 On September 12, 2003, officers of the Las Vegas Metropolitan Police Department
20 engaged CAREY SAM ANDERSON in conversation concerning narcotics activity at
21 ANDERSON SNACK SHACK. With reference to people using narcotics at his business, he
22 stated: "They mostly stay outside except when the police chase them in." When asked what
23 these people do with their narcotics once they come into ANDERSON SNACK SHACK,
24 CAREY SAM ANDERSON stated that they usually dump the narcotics into the pockets of the
25 pool tables. When asked what he, CAREY SAM ANDERSON, had done to deal with or
26 eliminate this activity, Mr. Anderson had no response.

27 LVMC § 6.02.330(H) relevantly provides:

28 The licensee may be subject to disciplinary action by the
City Council for good cause, which may, without limitation,
include:

.....

1 (H) The actual business activity constitutes a public or
2 private nuisance, or has been or is being conducted in an
unlawful, illegal or impermissible manner.

3 **HEALTH CODE VIOLATIONS**

4 On June 12, 2003, an environmental health specialist from the Clark County Health
5 District inspected ANDERSON SNACK SHACK. He found it to be unpermitted, filthy, and
6 ordered that all food service operations cease and desist. The inspector followed up June 30,
7 2003, made the same observations, and once again ordered that all food operations cease and
8 desist. A third inspection was conducted by the Clark County Health District specialist
9 October 1, 2003, and he found the facility was filthy, the restrooms had no ventilation, the
10 window did not open, the floor, walls, and ceiling were in disrepair, the trash areas were
11 filthy, and that ANDERSON SNACK SHACK was still selling food without a health permit.
12 Once again, he directed that all food service operations cease and desist.

13 LVMC § 6.02.330(G) and (H) relevantly provide:

14 The licensee may be subject to disciplinary action by the
15 City Council for good cause, which may, without limitation,
include:

16

17 (G) The premises on which the business is conducted do
18 not satisfy local, state or federal law or regulations which pertain
to the activity which is actually engaged in;

19 (H) The actual business activity constitutes a public or
20 private nuisance, or has been or is being conducted in an
unlawful, illegal or impermissible manner.

21 **INADEQUATE TAX RECORDS**

22 The Department attempted to audit the gross sales and inventory records of
23 ANDERSON SNACK SHACK on June 12, June 26, and July 15, 2003. ANDERSON
24 SNACK SHACK did not cooperate with the first two audit attempts, and provided insufficient
25 records for the third.

26 LVMC § 6.02.210 provides:

27 (A) The Director and any other person designated by him
28 shall have access to the books of such businesses as are

1 contemplated in Section 6.02.180 et seq. for the purpose of
2 auditing the amount of gross sales and inventory, as applicable.

3 (B) It is unlawful for a licensee to fail to keep adequate
4 records of gross sales and of inventory (where applicable), and
5 to fail to produce adequate records to the Director within
6 seventy-two hours on demand by the Director or any other
7 person designated by him.

8 (C) "Adequate records" for the purpose of this Section
9 means:

10 (1) Original copies of all sales invoices and credit slips for
11 a period of one year preceding the date of the audit and all cash
12 receipts journals for a period of three years preceding the date of
13 the audit; [Emphasis added.]

14 SALE AND CONSUMPTION OF ALCOHOL

15 On September 12, 2003, Las Vegas Metropolitan Police officers inspected
16 ANDERSON SNACK SHACK. They observed several open containers of hard liquor next to
17 people in the business. They observed paper and plastic cups behind the bar. These cups
18 matched cups being used by the individuals. Several empty beer cans were found in the
19 garbage behind the counter. A fifth of cognac, a quart of gin, three 1.75 liter containers of
20 whiskey, a quart of #10 gin, a partially-consumed one-half pint of whiskey, a partially-
21 consumed 1.75 liter bottle of vodka, a quart of whiskey, a partially-consumed quart of vodka,
22 a partially-consumed bottle of tequila, and twelve 12-ounce cans of beer were seized by Las
23 Vegas Metropolitan Police officers because ANDERSON SNACK SHACK is not licensed to
24 sell alcohol.

25 On October 24, 2003, Las Vegas Metropolitan Police officers and the manager of the
26 Business Services Division of the Department of Finance inspected ANDERSON SNACK
27 SHACK. CAREY SAM ANDERSON and four patrons were present. An inspection of the
28 refrigerators revealed two 12-ounce cans of beer. A further inspection of the business
revealed eleven opened and partially-consumed bottles of hard liquor.

On December 18, 2003, the City's licensee, CAREY SAM ANDERSON, was charged
in the Las Vegas Municipal Court with Doing Business Without a License, under Case
Number C0566343A, and License Required-No Liquor License, under Case No.

1 C0570373A. Subsequently, he pled nolo contendere to both charges, and was found guilty. A
2 fine was imposed.

3 LVMC § 6.50.280 provides:

4 No person shall engage in the business of **selling alco-**
5 **holic beverages**, advertise the same or **permit the consumption**
6 of alcoholic beverages on the premises of any business establish-
ment without first obtaining and thereafter maintaining a valid
unexpired alcoholic beverage license pursuant to this Code.
[Emphasis added.]

8 OPERATING A FOOD ESTABLISHMENT WITHOUT A VALID HEALTH PERMIT

9 An environmental health specialist from the Clark County Health District found
10 ANDERSON SNACK SHACK to be **selling food without a health permit** on June 12, 2003,
11 June 30, 2003, and October 1, 2003.

12 NRS 446.870(1) provides:

13 Except as otherwise provided in this section, it is unlawful
14 for any person to operate a food establishment unless he pos-
sesses a valid permit issued to him by the health authority.

15 IMMINENT HAZARD

16 On December 22, 2003, a code enforcement agent from the City Department of
17 Neighborhood Services cited ANDERSON SNACK SHACK as an imminent hazard. The final
18 notice recited that the property was unsafe, unhealthy, needed major repair work such as
19 drywall, painting, hot water, proper doors, security latches, and door signage. It was further
20 recited in the final notice that "owner has failed to comply with all previous requests to
21 comply. Therefore, the building is [again] red tagged."

22 LVMC § 9.04.010(D) provides:

23 "**Imminent hazard**" means any condition associated with
24 real property that places a person's life, health or property in
high risk of peril when such condition is immediate, impending,
25 or on the point of happening or menacing. [Emphasis added.]

26 LVMC § 9.04.020(A)(1) relevantly provides:

27 Every person who causes or maintains a public **nuisance**
28 or chronic nuisance, or who wilfully omits or refuses to perform
any legal duty relating to the abatement of such a nuisance:

1 (1) Shall be guilty of a misdemeanor [Emphasis
2 added.]

3 LVMC § 6.02.330(G) and (H) relevantly provide:

4 The licensee may be subject to disciplinary action by the
5 City Council for good cause, which may, without limitation,
6 include:

7

8 (G) The premises on which the business is conducted do
9 not satisfy **local**, state or federal **law** or **regulations** which per-
10 tain to the activity which is actually engaged in;

11 (H) The actual business activity constitutes a public or
12 private **nuisance**, or has been or is being **conducted in an un-**
13 **lawful**, illegal or impermissible **manner**. [Emphasis added.]

14 ALLEGATION

15 CAREY SAM ANDERSON d/b/a ANDERSON SNACK SHACK has operated his
16 business in violation of Titles 6 and 9 of the Las Vegas Municipal Code, as well as NRS
17 Chapter 446. He holds three City business licenses and is subject to discipline.

18 SANCTION

19 LVMC § 6.02.360 provides:

20 Upon a showing of good cause and in the discretion of the
21 City Council, disciplinary action against a holder may take the
22 form of cancellation, **revocation**, refusal to renew, **suspension**,
23 **imposition of conditions** or restrictions or civil **fine** in an
24 amount not to exceed one thousand dollars for each day that the
violation which forms the subject matter of the complaint that
recommends such disciplinary action is demonstrated to have
been in existence, or any combination of such actions, as the
particular situation may require. The Council may also impose
against the licensee the actual costs incurred, and a reasonable
amount for attorney's fees, resulting from the imposition of
disciplinary action. 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.]

25 WHEREFORE, the Petitioner respectfully requests the City Council to:

26 A. Approve the Complaint for Disciplinary Action and order a disciplinary hearing
27 at which the Respondent shall appear and show cause why the license that is the subject of this
28 Complaint should not be suspended or revoked, or other disciplinary action taken; or

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

B. Grant such other and further relief as the Council deems appropriate.
DATED this _____ day of March, 2004.

RESPECTFULLY SUBMITTED:

By: _____
MARK R. VINCENT, Director
Finance and Business Services

BRADFORD R. JERBIC
City Attorney

By: _____
WILLIAM P. HENRY
Senior Litigation Counsel
Nevada Bar No. 101
400 Stewart Avenue, Ninth Floor
Las Vegas, NV 89101
Attorneys for CITY OF LAS VEGAS

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

* * *

IN THE MATTER OF:

DEPARTMENT OF FINANCE AND
BUSINESS SERVICES on behalf of the
CITY OF LAS VEGAS,

Petitioner,

vs.

CAREY SAM ANDERSON d/b/a
ANDERSON SNACK SHACK,

Respondent.

AFFIDAVIT OF SERVICE

STATE OF NEVADA)
) ss:
COUNTY OF CLARK)

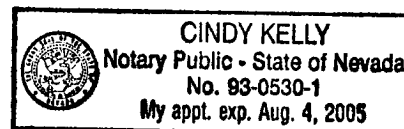
WILLIAM D. GREENLEE, being first duly sworn, says: That at all times herein
affiant was and is a citizen of the United States, over 18 years of age, and not a party to or
interested in the proceeding in which this affidavit is made. That affiant received a sealed
envelope addressed to CAREY SAM ANDERSON d/b/a ANDERSON SNACK SHACK on
March 22, 2004 (which was represented to me after service to contain notice of a hearing
considering administrative action to be held April 7, 2004, before the Las Vegas City Council
in relation to Respondent), and served the same on CAREY SAM ANDERSON, Respondent
herein, by serving him at 2521 Royal Street, North Las Vegas, Clark County, Nevada,
March 24, 2004.

DATED this 24th day of March, 2004.

William D. Greenlee
WILLIAM D. GREENLEE

SUBSCRIBED AND SWORN TO before
me this 24th day of March, 2004.

Cindy Kelly
NOTARY PUBLIC



Submitted at City Council

Date 4/7/04 Item # 22

CITY OF LAS VEGAS

WILLIAM P. HENRY
SENIOR LITIGATION COUNSEL

OFFICE OF THE CITY ATTORNEY



400 Stewart Ave., Ninth Floor
Las Vegas, NV 89101-2986
(702) 229-6201

Central Office Fax: (702) 386-1749
Litigation Team Fax: (702) 464-2509

March 22, 2004

HAND DELIVER

Carey Sam Anderson
516 Jackson Avenue
Las Vegas, NV 89106

RE: Notice of City Council Meeting on April 7, 2004, at 9 a.m. to Consider Taking Administrative Action Against Your Restaurant-Take Out License No. R05-00110-6-032996, Coin Operated Amusement License No. C08-01422-2-032996, and Retail Tobacco License No. C05-01286-B-032996 (Anderson Snack Shack)

Dear Mr. Anderson:

Please be informed that on Wednesday, April 7, 2004, at 9 a.m., or as soon thereafter as the matter can be heard, the Las Vegas City Council, meeting in its Chambers at 400 Stewart Avenue, Las Vegas, Nevada, will consider whether or not to take administrative action against your Restaurant-Take Out License No. R05-00110-6-032996, Coin Operated Amusement License No. C08-01422-2-032996, and Retail Tobacco License No. C05-01286-B-032996 (Anderson Snack Shack). This will occur at a meeting open to the public and you are entitled to attend the proceedings.

Very truly yours,

A handwritten signature in black ink, appearing to read "W Henry", is written over the typed name.

WILLIAM P. HENRY
Senior Litigation Counsel

WPH:ck

F:\Depot\FILELOGS\BSE\2004\04-002\Notice.let.wpd

Submitted at City Council

Date 4/7/04 Item # 72

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.

CAREY SAM ANDERSON d/b/a
ANDERSON SNACK SHACK,

Respondent.

**COMPLAINT FOR
DISCIPLINARY ACTION**

The DEPARTMENT OF FINANCE AND BUSINESS SERVICES, on behalf of the
CITY OF LAS VEGAS, NEVADA (Department), Petitioner, brings this Complaint for
Disciplinary Action against CAREY SAM ANDERSON d/b/a ANDERSON SNACK SHACK,
516 Jackson Avenue, Las Vegas, Clark County, Nevada, Respondent, and states:

Respondent CAREY SAM ANDERSON, holds Restaurant-Take Out License No. R05-
00110-6-032996, Coin Operated Amusement License No. C08-01422-2-032996, and Retail
Tobacco License No. C05-01286-B-032996.

SUMMARY OF ALLEGATIONS

ANDERSON SNACK SHACK operates as a take-out food business. It is a nuisance.
From July 2000 to date, there have been hundreds of calls for service requiring the Las Vegas
Metropolitan Police Department to respond to ANDERSON SNACK SHACK. The Clark
County Health District has conducted multiple inspections of ANDERSON SNACK SHACK
and found it to be filthy and in disrepair. ANDERSON SNACK SHACK has operated as a

Submitted at City Council

Date 4/7/04 Item #72

1 food establishment without a valid health permit. Cease and Desist Orders were issued.
2 ANDERSON SNACK SHACK, contrary to law, has not maintained adequate records of gross
3 sales and inventory. Las Vegas Metropolitan Police officers, on multiple occasions, have
4 found evidence of sale and consumption of alcohol on the premises. CAREY SAM
5 ANDERSON has pled nolo contendere to Doing Business Without a License and Selling
6 Liquor Without a License, and been found guilty, in the Las Vegas Municipal Court.
7 ANDERSON SNACK SHACK, on December 22, 2003, was found to be an imminent hazard
8 because it placed peoples' lives, health or property in high risk of peril.

9 THE LAW

10 LVMC § 6.02.330(C), (G) and (H) subject a licensee to discipline:

11 The licensee may be subject to disciplinary action by the
12 City Council for good cause, which may, without limitation,
include:

13

14 (C) The licensee or any of its principals has been
15 **convicted** of an act which constitutes a crime which involves
16 moral turpitude or involves any local, state or federal law or
regulation which relates to the same or a similar business;

17

18 (G) The **premises** on which the business is conducted do
19 not satisfy local, state or federal law or regulations which pertain
to the activity which is actually engaged in;

20 (H) The actual business activity constitutes a public or
21 private **nuisance**, or has been or is being conducted in an
unlawful, illegal or impermissible manner. [Emphasis added.]

22 LVMC § 6.02.340 also subjects a licensee to discipline:

23 Whenever this Title **requires any act to be done or**
24 **prohibits or makes unlawful the doing of any act**, the failure to
25 do any such required act or the doing of any such prohibited or
unlawful act shall **subject the person** who commits such
violation to **disciplinary action**. [Emphasis added.]

26 LVMC § 6.02.350 subjects a licensee to discipline for the acts of principals and
27 **subordinates**:

28

1 A licensee under this Chapter shall be subject to
2 disciplinary action not only for acts or omissions done by such
3 licensee but also for acts and omissions done by the principals,
4 managers, agents, representatives, servants or employees of such
5 licensee.

6 NUISANCE

7 CALLS FOR SERVICE

8 Between July 2000 and June 2001 there were 193 calls for service to the Las Vegas
9 Metropolitan Police Department from ANDERSON SNACK SHACK. During calendar year
10 2000 there were 167 calls for service. During calendar year 2003 there were 56 calls for
11 service.

12 NARCOTICS

13 During the month of August 2003 Metropolitan Police officers determined that
14 ANDERSON SNACK SHACK operates between the hours of 11 p.m. and 5 a.m. They
15 conducted a surveillance. Their surveillance revealed that most of the people who entered the
16 business did so with nothing in their hands and left with nothing in their hands. Metropolitan
17 Police officers observing subjects standing outside the business formed the opinion that hand-
18 to-hand narcotics sales were occurring and people were smoking crack cocaine.

19 On September 12, 2003, officers of the Las Vegas Metropolitan Police Department
20 engaged CAREY SAM ANDERSON in conversation concerning narcotics activity at
21 ANDERSON SNACK SHACK. With reference to people using narcotics at his business, he
22 stated: "They mostly stay outside except when the police chase them in." When asked what
23 these people do with their narcotics once they come into ANDERSON SNACK SHACK,
24 CAREY SAM ANDERSON stated that they usually dump the narcotics into the pockets of the
25 pool tables. When asked what he, CAREY SAM ANDERSON, had done to deal with or
26 eliminate this activity, Mr. Anderson had no response.

27 LVMC § 6.02.330(H) relevantly provides:

28 The licensee may be subject to disciplinary action by the
City Council for good cause, which may, without limitation,
include:

. . . .

1 (H) The actual business activity constitutes a public or
2 private nuisance, or has been or is being conducted in an
unlawful, illegal or impermissible manner.

3 **HEALTH CODE VIOLATIONS**

4 On **June 12, 2003**, an environmental health specialist from the Clark County Health
5 District inspected ANDERSON SNACK SHACK. He found it to be unpermitted, filthy, and
6 ordered that all food service operations cease and desist. The inspector followed up **June 30,**
7 **2003**, made the same observations, and once again ordered that all food operations cease and
8 desist. A third inspection was conducted by the Clark County Health District specialist
9 **October 1, 2003**, and he found the facility was filthy, the restrooms had no ventilation, the
10 window did not open, the floor, walls, and ceiling were in disrepair, the trash areas were
11 filthy, and that ANDERSON SNACK SHACK was still selling food without a health permit.
12 Once again, he directed that all food service operations cease and desist.

13 LVMC § 6.02.330(G) and (H) relevantly provide:

14 The licensee may be subject to disciplinary action by the
15 City Council for good cause, which may, without limitation,
include:

16

17 (G) The premises on which the business is conducted do
18 not satisfy local, state or federal law or regulations which pertain
to the activity which is actually engaged in;

19 (H) The actual business activity constitutes a public or
20 private nuisance, or has been or is being conducted in an
unlawful, illegal or impermissible manner.

21 **INADEQUATE TAX RECORDS**

22 The Department attempted to audit the gross sales and inventory records of
23 ANDERSON SNACK SHACK on **June 12, June 26, and July 15, 2003**. ANDERSON
24 SNACK SHACK did not cooperate with the first two audit attempts, and provided insufficient
25 records for the third.

26 LVMC § 6.02.210 provides:

27 (A) The Director and any other person designated by him
28 **shall have access to the books** of such businesses as are

1 contemplated in Section 6.02.180 et seq. for the purpose of
2 auditing the amount of gross sales and inventory, as applicable.

3 (B) **It is unlawful for a licensee to fail to keep adequate**
4 **records** of gross sales and of inventory (where applicable), and
5 to fail to produce adequate records to the Director within
6 seventy-two hours on demand by the Director or any other
7 person designated by him.

8 (C) "Adequate records" for the purpose of this Section
9 means:

10 (1) Original copies of all sales invoices and credit slips for
11 a period of one year preceding the date of the audit and all cash
12 receipts journals for a period of three years preceding the date of
13 the audit; [Emphasis added.]

14 SALE AND CONSUMPTION OF ALCOHOL

15 On **September 12, 2003**, Las Vegas Metropolitan Police officers inspected
16 **ANDERSON SNACK SHACK**. They observed several open containers of hard liquor next to
17 people in the business. They observed paper and plastic cups behind the bar. These cups
18 matched cups being used by the individuals. Several empty **beer** cans were found in the
19 garbage behind the counter. A fifth of **cognac**, a quart of **gin**, three 1.75 liter containers of
20 **whiskey**, a quart of #10 **gin**, a partially-consumed one-half pint of **whiskey**, a partially-
21 consumed 1.75 liter bottle of **vodka**, a quart of **whiskey**, a partially-consumed quart of **vodka**,
22 a partially-consumed bottle of **tequila**, and twelve 12-ounce cans of **beer** were seized by Las
23 Vegas Metropolitan Police officers because **ANDERSON SNACK SHACK** is not licensed to
24 sell alcohol.

25 On **October 24, 2003**, Las Vegas Metropolitan Police officers and the manager of the
26 Business Services Division of the Department of Finance inspected **ANDERSON SNACK**
27 **SHACK**. **CAREY SAM ANDERSON** and four patrons were present. An inspection of the
28 refrigerators revealed two 12-ounce cans of **beer**. A further inspection of the business
revealed **eleven** opened and partially-consumed bottles of **hard liquor**.

On December 18, 2003, the City's licensee, **CAREY SAM ANDERSON**, was charged
in the Las Vegas Municipal Court with Doing Business Without a License, under Case
Number C0566343A, and License Required-No Liquor License, under Case No.

1 C0570373A. Subsequently, he pled nolo contendere to both charges, and was found guilty. A
2 fine was imposed.

3 LVMC § 6.50.280 provides:

4 No person shall engage in the business of **selling alco-**
5 **holic beverages**, advertise the same or **permit the consumption**
6 of alcoholic beverages on the premises of any business establish-
ment without first obtaining and thereafter maintaining a valid
unexpired alcoholic beverage license pursuant to this Code.
[Emphasis added.]

8 OPERATING A FOOD ESTABLISHMENT WITHOUT A VALID HEALTH PERMIT

9 An environmental health specialist from the Clark County Health District found
10 ANDERSON SNACK SHACK to be **selling food without a health permit** on June 12, 2003,
11 June 30, 2003, and October 1, 2003.

12 NRS 446.870(1) provides:

13 Except as otherwise provided in this section, it is unlawful
14 for any person to operate a food establishment unless he pos-
sesses a valid permit issued to him by the health authority.

15 IMMINENT HAZARD

16 On December 22, 2003, a code enforcement agent from the City Department of
17 Neighborhood Services cited ANDERSON SNACK SHACK as an imminent hazard. The final
18 notice recited that the property was unsafe, unhealthy, needed major repair work such as
19 drywall, painting, hot water, proper doors, security latches, and door signage. It was further
20 recited in the final notice that "owner has failed to comply with all previous requests to
21 comply. Therefore, the building is [again] red tagged."

22 LVMC § 9.04.010(D) provides:

23 "**Imminent hazard**" means any condition associated with
24 real property that places a person's life, health or property in
high risk of peril when such condition is immediate, impending,
25 or on the point of happening or menacing. [Emphasis added.]

26 LVMC § 9.04.020(A)(1) relevantly provides:

27 Every person who causes or maintains a public **nuisance**
28 or chronic nuisance, or who wilfully omits or refuses to perform
any legal duty relating to the abatement of such a nuisance:

1 (1) Shall be guilty of a misdemeanor [Emphasis
2 added.]

3 LVMC § 6.02.330(G) and (H) relevantly provide:

4 The licensee may be subject to disciplinary action by the
5 City Council for good cause, which may, without limitation,
6 include:

7

8 (G) The premises on which the business is conducted do
9 not satisfy **local**, state or federal **law** or **regulations** which per-
10 tain to the activity which is actually engaged in;

11 (H) The actual business activity constitutes a public or
12 private **nuisance**, or has been or is being **conducted in an un-**
13 **lawful**, illegal or impermissible **manner**. [Emphasis added.]

14 ALLEGATION

15 CAREY SAM ANDERSON d/b/a ANDERSON SNACK SHACK has operated his
16 business in violation of Titles 6 and 9 of the Las Vegas Municipal Code, as well as NRS
17 Chapter 446. He holds three City business licenses and is subject to discipline.

18 SANCTION

19 LVMC § 6.02.360 provides:

20 Upon a showing of good cause and in the discretion of the
21 City Council, disciplinary action against a holder may take the
22 form of cancellation, **revocation**, refusal to renew, **suspension**,
23 **imposition of conditions** or restrictions or civil **fine** in an
24 amount not to exceed one thousand dollars for each day that the
25 violation which forms the subject matter of the complaint that
26 recommends such disciplinary action is demonstrated to have
27 been in existence, or any combination of such actions, as the
28 particular situation may require. The Council may also impose
against the licensee the actual costs incurred, and a reasonable
amount for attorney's fees, resulting from the imposition of
disciplinary action. 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.]

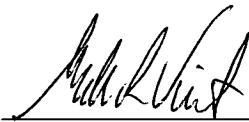
WHEREFORE, the Petitioner respectfully requests the City Council to:

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

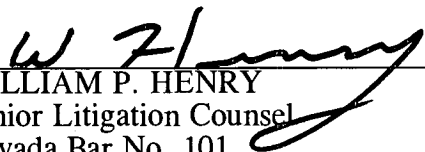
1 B. Grant such other and further relief as the Council deems appropriate.

2 DATED this 25th day of March, 2004.

3 RESPECTFULLY SUBMITTED:

4
5 By: 
6 MARK R. VINCENT, Director
Finance and Business Services

7 BRADFORD R. JERBIC
8 City Attorney

9 By: 
10 WILLIAM P. HENRY
11 Senior Litigation Counsel
12 Nevada Bar No. 101
400 Stewart Avenue, Ninth Floor
Las Vegas, NV 89101
Attorneys for CITY OF LAS VEGAS

1
2
3
4 BEFORE THE CITY COUNCIL
5 OF THE CITY OF LAS VEGAS, NEVADA

6 * * *

7 IN THE MATTER OF:

8 DEPARTMENT OF FINANCE AND
9 BUSINESS SERVICES on behalf of the
CITY OF LAS VEGAS, NEVADA,

10 Petitioner,

11 vs.

12 CAREY SAM ANDERSON d/b/a
13 ANDERSON SNACK SHACK,

14 Respondent.

**ORDER APPROVING
COMPLAINT AND NOTICE OF HEARING**

15
16 TO: CAREY SAM ANDERSON d/b/a ANDERSON SNACK SHACK, Respondent:

17 The Complaint for Disciplinary Action by the DEPARTMENT OF FINANCE AND
18 BUSINESS SERVICES on behalf of the CITY OF LAS VEGAS, NEVADA, against you
19 dated March 25, 2004, a copy of which is attached to this Order and Notice, having come
20 before the City Council of the City of Las Vegas, Nevada, at its regular meeting held on
21 April 7, 2004, and the Council being satisfied that probable grounds exist for disciplinary
22 action against you as alleged in the Complaint for Disciplinary Action;

23 IT IS ORDERED that the issuance of the Complaint for Disciplinary Action and a
24 hearing on the Complaint for Disciplinary Action are approved.

25 YOU ARE HEREBY NOTIFIED that the hearing will be held before the City Council
26 of the City of Las Vegas, Nevada, at the Council Chambers, City Hall, 400 Stewart Avenue,
27 Las Vegas, Nevada, 89101, on May 19, 2004, beginning at the hour of 9 a.m.

28

1 The hearing will be upon the charges in the Complaint for Disciplinary Action which
2 has been served upon you. You may be present at the hearing and you may be represented by
3 a lawyer. You may present any relevant evidence you have, and you will be given full
4 opportunity to cross examine all witnesses testifying against you.

5 YOU ARE FURTHER NOTIFIED that within twenty (20) days after service of the
6 Complaint for Disciplinary Action, but not later than five (5) days before the hearing date, you
7 must file with the City Clerk, First Floor, City Hall, 400 Stewart Avenue, Las Vegas,
8 Nevada, 89101, and serve a copy upon the City Attorney of your answer to the charges made
9 in the Complaint for Disciplinary Action, and set forth any affirmative defenses you intend to
10 raise.

11 YOU ARE ALSO NOTIFIED that your failure to file an answer to the Complaint for
12 Disciplinary Action or to appear at the hearing shall constitute an admission to all the matters
13 contained in the Complaint for Disciplinary Action as provided by Las Vegas Municipal Code
14 § 6.88.100.

15 DATED this 7th day of April, 2004.

16 THE CITY COUNCIL OF THE
17 CITY OF LAS VEGAS, NEVADA

18 By:

19 Oscar B. Goodman
20 OSCAR B. GOODMAN
Mayor

21 ATTEST:

22 Barbara Jo Ronemus
23 BARBARA JO RONEMUS, City Clerk

24 APPROVED AS TO LEGAL FORM:

25 William P. Henry
26 WILLIAM P. HENRY
27 Senior Litigation Counsel

28 7 APR 12 2004
Date

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 7, 2004

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☐

CONSENT

☒

DISCUSSION

SUBJECT:

Discussion and possible action regarding Temporary Approval of Change of Ownership for a Beer/Wine/Cooler Off-sale License subject to Health Dept. regulations, From: Bells Market Partnership, Caroline Yousif, Ptnr, 50%, Jamal Jeberaeel, Ptnr, 50%, To: Sabah Shoshani, dba Bells Market, 720 West Owens Avenue, Sabah H. Shoshani, 100% - Ward 5 (Weekly)

Fiscal Impact

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division:

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

Discussion and possible action regarding Temporary Approval of Change of Ownership for a Beer/Wine/Cooler Off-sale License

RECOMMENDATION:

Recommend approval subject to Health Dept. regulations with authority for the Director or Designee to issue a permanent license upon receipt of a favorable police report

BACKUP DOCUMENTATION:

1. Agenda Memo
2. Letter from Sabah Shoshani

MOTION:

REESE – Motion to bring forward and HOLD IN ABEYANCE Item 73 to 4/21/2004 and STRIKE Item 80 – UNANIMOUS with L.B. McDONALD excused

MINUTES:

There was no related discussion.

(9:27 – 9:29)

1-711

AGENDA MEMO

CITY COUNCIL MEETING DATE: APRIL 7, 2004

DEPARTMENT: FINANCE AND BUSINESS SERVICES

ITEM DESCRIPTION: Discussion and possible action regarding Temporary Approval of Change of Ownership for a Beer/Wine/Cooler Off-sale License subject to Health Dept. regulations, To: Sabah Shoshani, dba Bells Market, 720 West Owens Avenue

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 February 24, 2004 from the applicant outlines the request for temporary license.

The applicant submitted all of the required documentation and paid all applicable fees for investigation on March 9, 2004. Based on a review of the SCOPE printout furnished to this Department by the applicant, we have determined he is preliminarily suitable to hold a temporary Alcoholic Beverage license until the investigation is complete.

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

From: Sabah Shoshani

To:

City of Las Vegas

Subject:

Applying for temporary beer / wine of sale license

I would like to request a condition of a temporary business license for the beer & wine of sale for 720 w. Owens (Bells Market)

Not to mention that I had been approved for a liquor license in the city of north Las Vegas (Quick Stop Market, 3407 E. Lake mead) and my investigation was done through the city of north Las Vegas in Sep, 2003 with detective Sayoko Fay

Also I want to tell you that I had been in Las Vegas since 1996 and I operated few businesses and because of the financial hardship that has to do with the sale of my previous business (car wash)

I need to invest right a way in Bells market

Thank you

Feb, 24, 2004



Sabah shoshani

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 7, 2004

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☐

CONSENT

☒

DISCUSSION

SUBJECT:

Discussion and possible action regarding a Six Month Review of a Beer/Wine/Cooler Off-sale License, Melva Boyd, dba Lucky Champ, 1420 West Bonanza Road, Melva D. Boyd, 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 Beer/Wine/Cooler Off-sale License

RECOMMENDATION:

Recommendation to be provided following discussion of this item at the City Council meeting

BACKUP DOCUMENTATION:

Agenda Memo

MOTION:

WEEKLY – ABEYANCE to 4/21/2004 – UNANIMOUS with MACK not voting and L.B. McDONALD excused

MINUTES:

JIM DiFIORE, Manager, Business Services, indicated that there had been no violations during the six-month period and recommended approval of the license without further reviews.

COUNCILMAN WEEKLY discussed with MELVA BOYD that he had no problem with the application, but would appreciate an opportunity to meet with her as the new owner. The City had a good working relationship with the previous owner and would like to review the ongoing plans for the corner with her. MS. BOYD agreed to the abeyance in order to meet.

(9:39 – 9:41)

1-1126

AGENDA MEMO

CITY COUNCIL MEETING DATE: APRIL 7, 2004

DEPARTMENT: FINANCE AND BUSINESS SERVICES

ITEM DESCRIPTION: Discussion and possible action regarding a Six Month Review of a Beer/Wine/Cooler Off-sale License, Melva Boyd, dba Lucky Champ, 1420 West Bonanza Road

On October 1, 2003 the City Council approved this license subject to a six-month review at the request of Councilman Weekly.

A report from the Special Investigations Section, Las Vegas Metropolitan Police Department, will be furnished to the City Council prior to the meeting.

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 7, 2004

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☐

CONSENT

☒

DISCUSSION

SUBJECT:

Discussion and possible action regarding a Six Month Review of a Package License and a Restricted Gaming License for 11 slots, Hirmis B. Haron, dba Stewart Market, 2021 Stewart Avenue, Hirmis B. Haron, 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 Package License and a Restricted Gaming License for 11 slots

RECOMMENDATION:

Recommendation to be provided following discussion of this item at the City Council meeting

BACKUP DOCUMENTATION:

Agenda Memo

MOTION:

REESE – APPROVED as recommended without further review - UNANIMOUS with L.B. McDONALD excused

MINUTES:

JIM DiFIORE, Manager, Business Services, advised that there have been no violations within the last six months and was supported by a recent inspection. The operation is clean and well run. He recommended approval with no further reviews.

DAVE EDER, Nevada Gaming Application Consultants, 777 East Quartz Avenue, appeared on behalf of the applicant and presented before and after photographs of the property. MR. HARON has renovated the building and parking lot, enhanced all the aesthetics, cleaned the interior and replaced much of the equipment and interior lighting.

COUNCILMAN REESE expressed his gratitude for the fabulous job and improvements done by MR. HARON. The store is an icon for Ward 3 and MR. HARON has been a man of his word as to the improvements.

CITY COUNCIL MEETING OF APRIL 7, 2004

Finance and Business Services

Item 75 – Discussion and possible action regarding a Six Month Review of a Package License and a Restricted Gaming License for 11 slots, Hirmis B. Haron, dba Stewart Market, 2021 Stewart Avenue, Hirmis B. Haron, 100% - Ward 3 (Reese)

MINUTES - Continued:

TODD FARLOW, 240 North 19th Street, concurred with COUNCILMAN REESE and commented that MR. HARON is always on site. The business has been turned around and security is provided.

(9:41 – 9:46)

1-1206

AGENDA MEMO

CITY COUNCIL MEETING DATE: APRIL 7, 2004

DEPARTMENT: FINANCE AND BUSINESS SERVICES

ITEM DESCRIPTION: Discussion and possible action regarding a Six Month Review of a Package License and a Restricted Gaming License for 11 slots, Hirmis B. Haron, dba Stewart Market, 2021 Stewart Avenue

On October 1, 2003 the City Council approved the package liquor license subject to a six-month review at the request of Councilman Reese. On December 3, 2003 the City Council approved the restricted gaming license subject to review in conjunction with the package liquor license.

On January 7, 2004 the Department conducted an unannounced annual inspection of the premises and found the business to be in compliance with all provisions of LVMC 6.50.

A report of the calls for service will be furnished to the City Council at the meeting.

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 7, 2004

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☐

CONSENT

☒

DISCUSSION

SUBJECT:

Discussion and possible action regarding Temporary Approval of a New Martial Arts Instruction Business License subject to the provisions of the fire codes, American Taekwondo Federation, LLC, dba ATF Black Belt Academy, 3211 North Tenaya Way, #105, Mark L. Robb, Mgr, Mmbr, 49%, Allan S. Melatti, Mgr, Mmbr, 51% - Ward 4 (Brown)

Fiscal Impact

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division:

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

Discussion and possible action regarding Temporary Approval of a New Martial Arts Instruction Business License

RECOMMENDATION:

Recommend approval subject to the provisions of the 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 Mark Robb and Allan Melatti
3. Map

MOTION:

BROWN – APPROVED the temporary license, subject to provisions as recommended, with the manager of Business Services granted the authority to approve the permanent license after completion of appropriate process – **UNANIMOUS** with **L.B. McDONALD** excused

MINUTES:

The applicant was present.

JIM DiFIORE, Manager, Business Services, stated the applicant met all criteria for a temporary license. The favorable police report has been received and he requested approval to issue the permanent license once all inspections are completed.

The applicants informed the Council that the tenant improvements are nearly complete and they should be ready to open in 30 days.

CITY COUNCIL MEETING OF APRIL 7, 2004

Finance and Business Services

Item 76 – Discussion and possible action regarding Temporary Approval of a New Martial Arts Instruction Business License subject to the provisions of the fire codes, American Taekwondo Federation, LLC, dba ATF Black Belt Academy, 3211 North Tenaya Way, #105, Mark L. Robb, Mgr, Mmbr, 49%, Allan S. Melatti, Mgr, Mmbr, 51% - Ward 4 (Brown)

MINUTES - Continued:

ATTORNEY WILLIAM CROCK, Law Office of Carl Lovell, 2801 South Valley View Boulevard, appeared on behalf of and with DAN BARRY. They have filed a complaint against the applicants for theft of trade secrets. They are also seeking a temporary restraining order and would ask the Council to deny the business license pending a determination regarding the temporary restraining order.

MAYOR GOODMAN suggested that despite his respect for the law office, the Council needed to go forward with its action and the temporary restraining order would rectify if necessary.

(9:46 – 9:48)

1-1362

AGENDA MEMO

CITY COUNCIL MEETING DATE: APRIL 7, 2004

DEPARTMENT: FINANCE AND BUSINESS SERVICES

ITEM DESCRIPTION: Discussion and possible action regarding Temporary Approval of a New Martial Arts Instruction Business License subject to the provisions of the fire codes, American Taekwondo Federation, LLC, dba ATF Black Belt Academy, 3211 North Tenaya Way, #105

The applicants are 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 applicants have submitted a completed and accurate license application and have paid all required application fees.

The attached letter from Mark Lyle Robb and Allan Santos Melatti, outlines the request for temporary license.

The applicants submitted all of the required documentation and paid all applicable fees for investigation on March 1, 2004. Based on a review of the Scope printouts furnished to this Department by the applicants, we have determined that they are preliminarily suitable to hold a temporary martial arts instruction business 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 these applicants this item will be brought back before the Council for appropriate action.



American Taekwondo Federation, LLC.
3211 North Tenaya Way
Suite 105
Las Vegas, NV 89129
Phone (702) 682-5520

March 2, 2004

Las Vegas City Council
400 Stewart Avenue
Las Vegas, Nevada 89101

Re: Request for a Temporary Privilege Business License

Honorable Council Members:

We wish to open and run a Taekwondo (Martial Arts) School at 3211 North Tenaya Way, Suites 104 and 105, Las Vegas.

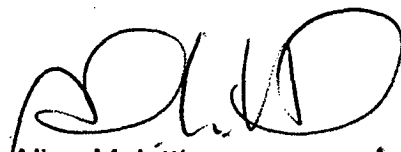
The purpose of the school is to instruct children and families in the Martial Arts, to provide an after school and weekend athletic activity for kids and to offer a safe disciplined learning experience for students.

The lease for the Martial Arts School has been signed and its plans calls for construction of tenant improvements over the next few weeks in order to be ready for operations by April 10, 2004.

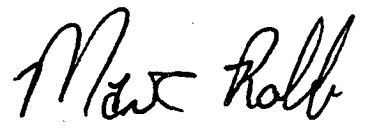
We therefor request a Temporary Privilege Business License to allow us to begin operations on or about April 10, 2004 while a thorough background check is conducted for the purpose of issuing a Privileged Business License.

We will be happy to answer any questions regarding the nature of the school, the principals and manager's backgrounds or the school's operating plan. We can be reached anytime at (702) 682-5520.

Very truly yours,

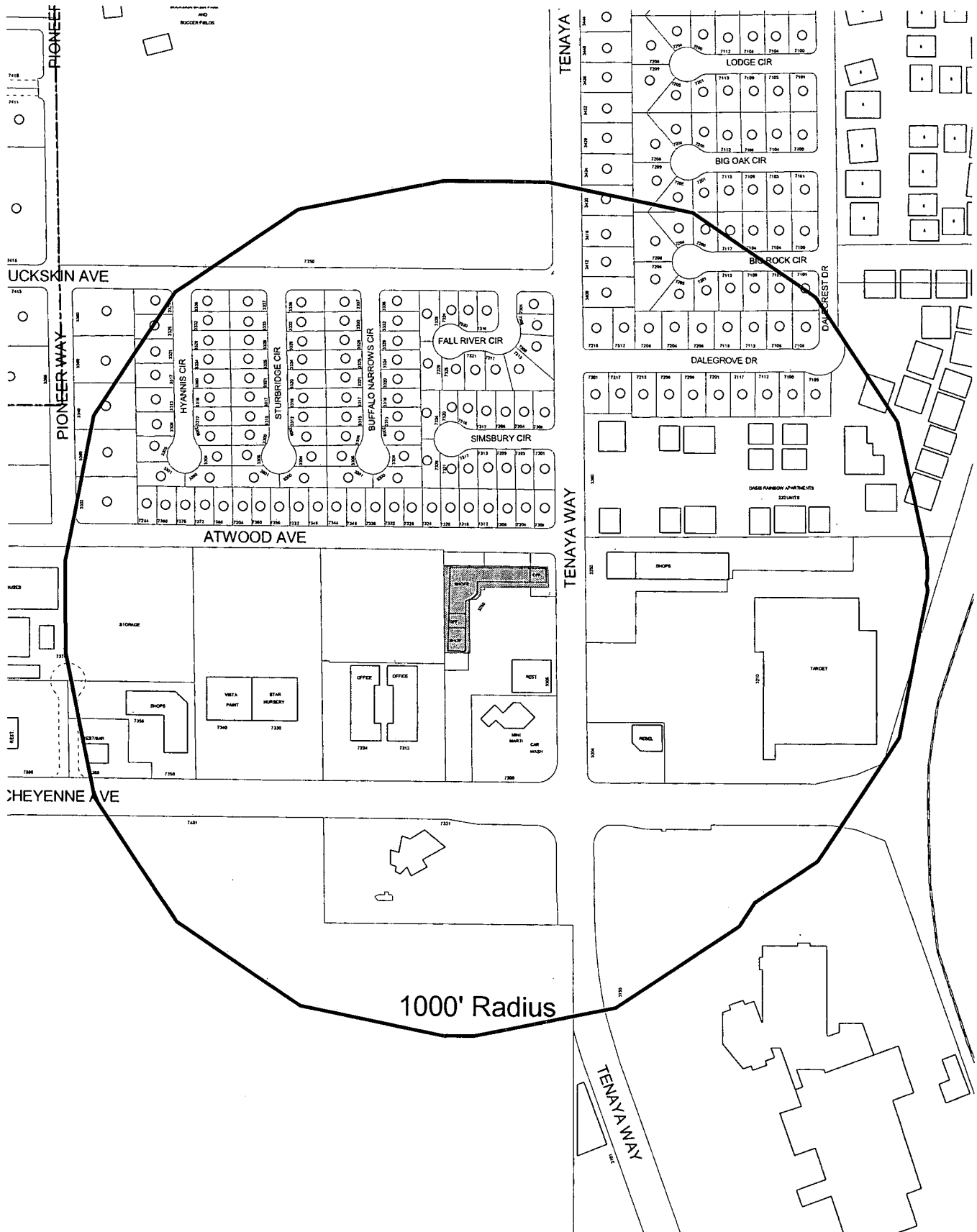


Allan Melatti
ATF Black Belt Academy



Mark Robb
ATF Black Belt Academy

ATF Black Belt Academy



0 200 400 Feet



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 7, 2004

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☐

CONSENT

☒

DISCUSSION

SUBJECT:

Discussion and possible action regarding a Six Month Review of a Massage Establishment License, Princess Massage, LLC, dba Princess Massage, 2212 Paradise Road, Douglas R. Wingo, Mmbr, 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 Massage Establishment License

RECOMMENDATION:

Recommendation to be provided following discussion of this item at the City Council meeting

BACKUP DOCUMENTATION:

Agenda Memo

MOTION:

REESE- APPROVED as recommended with no limitation on hours – UNANIMOUS with L.B. McDONALD excused

MINUTES:

JIM DiFIORE, Manager, Business Services, stated there were no areas of concern during the past six months and he recommended approval with no additional reviews.

COUNCILMAN REESE discussed with MR. DiFIORE that none of the other three establishments in the area have had restrictions placed on their hours of operations and the applicant has requested the restriction be removed. MR. WINGO assured the Council that he will continue to operate properly but removal of the restriction would allow him and his employees to be more profitable. COUNCILMAN REESE warned him to continue operating as he has because any problems would result in a review.

(9:48 – 9:50)

1-1461

AGENDA MEMO

CITY COUNCIL MEETING DATE: APRIL 7, 2004

DEPARTMENT: FINANCE AND BUSINESS SERVICES

ITEM DESCRIPTION: Discussion and possible action regarding a Six Month Review of a Massage Establishment License, Princess Massage, LLC, dba Princess Massage, 2212 Paradise Road

On April 2, 2003 the City Council approved this license subject to a six-month review and placed conditions on the license. Those conditions were:

1. The hours of operation for the business are limited to 9:00 a.m. to 6:00 p.m.
2. A six-month review on the license will be heard by the City Council.

On October 1, 2003 the City Council conducted the review and approved the license subject to another six-month review with the following conditions:

1. The hours of operation for the business are limited to 8:00 a.m. to 9:00 p.m.
2. A six-month review on the license will be heard by the City Council.

This Department has conducted four unannounced inspections of the premises on October 16, 2003, November 13, 2003, December 24, 2003 and January 22, 2004 and found the posted hours of operation to be 9:00 a.m. to 9:00 p.m., all the business licenses were properly posted, the list of employees was up to date and each person working had a license card and health card on their person as required by Municipal Code.

This Department has requested a report from the Las Vegas Metropolitan Police Department, Special Investigations Section and Vice Section, concerning any activities of those units related to this business.

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 7, 2004

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☐

CONSENT

☒

DISCUSSION

SUBJECT:

Discussion and possible action regarding a Six Month Review of a Massage Establishment License, Cathay Massage, Inc., dba Cathay Massage, Inc., 7450 West Cheyenne Avenue, Suite 113, Chen H. Liu, Dir, Pres, Secy, Treas, 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 a Massage Establishment License

RECOMMENDATION:

Recommendation to be provided following discussion of this item at the City Council meeting

BACKUP DOCUMENTATION:

1. Agenda Memo
2. Submitted at Council meeting – an affidavit of employees in support of the licensee by Attorney Bucky Buchanan

MOTION:

BROWN – APPROVED revocation of the business license – **UNANIMOUS** with L.B. McDONALD excused

MINUTES:

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

APPEARANCES:

OSCAR GOODMAN, Mayor
STACY RODD, Detective, Las Vegas Metropolitan Police Department
JIM DiFIORE, Manager, Business Services
CHEN H. LIU, 7450 West Cheyenne Avenue
MICHAEL MACK, Councilman
ALEX YOUNG, 3863 South Valley View, #4
CHEN H. LIU, through court-certified translator ALEX YOUNG
GARY REESE, Councilman
BUCKY BUCHANAN, Attorney, 300 South Maryland Parkway
LARRY BROWN, Councilman
BRAD JERBIC, City Attorney

(9:50 – 9:51/10:41 – 11:08)

1-1527/2-220

AGENDA MEMO

CITY COUNCIL MEETING DATE: APRIL 7, 2004

DEPARTMENT: FINANCE AND BUSINESS SERVICES

ITEM DESCRIPTION: Discussion and possible action regarding a Six Month Review of a Massage Establishment License, Cathay Massage, Inc., dba Cathay Massage, Inc., 7450 West Cheyenne Avenue, Suite 113

On October 2, 2002 the City Council approved this license subject to a six-month review. On April 2, 2003 the City Council conducted the six-month review and approved the license subject to another six-month review. On October 1, 2003 the City Council conducted the six-month review and approved the license subject to another six-month review with the following conditions:

1. The license is approved as a temporary license for a period of six months subject to City Council review at that time.
2. Any arrests and/or citations that occur on the premises requires written notification to Business Services within 48 hours of the incident.
3. The hours of operation for the business are limited to 8:00 a.m. to 9:00 p.m.
4. Hong Kang is not allowed to work on the premises during this six-month period.
5. The City Council granted Jim DiFiore the authority to suspend or revoke the temporary license if any of the conditions are violated.

This Department conducted four unannounced inspections of the premises on October 16, 2003, November 13, 2003, December 24, 2003 and January 22, 2004 and found the posted hours of operation to be 9:00 a.m. to 9:00 p.m., all the business licenses were properly posted, the list of employees was up to date and each person working had a license card and health card on their person as required by Municipal Code.

On February 24, 2004 this office received a report from the Las Vegas Metropolitan Police Department that Yi Li Liu was issued a citation for loitering for the purpose of prostitution at Cathay Massage at 9:15 p.m. on February 23, 2004. This citation was not reported to us in writing within 48 hours as required by condition 2. In addition, the incident occurred after 9:00 p.m., which is a violation of condition 3. As a result, the license was suspended at 12:55 p.m. on March 3, 2004. The business has been closed since that time.

This Department has requested a report from the Las Vegas Metropolitan Police Department, Special Investigations Section and Vice Section, concerning any activities of those units related to this business.

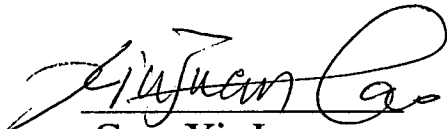
To Whom It May Concern:

March, 23 2004

Hereby, I certify that the following is true and correct.

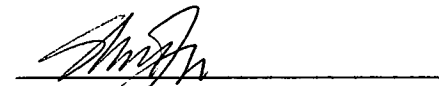
I, as massage masseuse, worked at Cathay Massage , did not know what happened on the evening of Feb. 23, 2004.

Liu, Yi Li did not tell me anything about her activities and the ticket issued by the police department on that night.


Gao, XiuJuan


Li, Jing


He, Jun


Du, Shuna

Submitted at City Council

Date 4/7/04 Item #78

CITY COUNCIL MEETING OF
April 7, 2004

VERBATIM TRANSCRIPT – ITEM 78

Discussion and possible action regarding a Six Month Review of a Massage Establishment License, Cathay Massage, Inc., dba Cathay Massage, Inc., 7450 West Cheyenne Avenue, Suite 113, Chen H. Liu, Dir, Pres, Secy, Treas, 100%

Appearance List:

OSCAR GOODMAN, Mayor

STACY RODD, Detective, Las Vegas Metropolitan Police Department

JIM DiFIORE, Manager, Business Services

CHEN H. LIU, 7450 West Cheyenne Avenue

MICHAEL MACK, Councilman

ALEX YOUNG, 3863 South Valley View, #4

CHEN H. LIU, through court-certified translator ALEX YOUNG

GARY REESE, Councilman

BUCKY BUCHANAN, Attorney, 300 South Maryland Parkway, representing applicant

LARRY BROWN, Councilman

BRAD JERBIC, City Attorney

(9:50 – 9:51)/(10:41-11:08)

1-1527/2-220

28 minutes

Typed by: Stacey Campbell

Proofed by: Gabriella Portillo - Brenner

CITY COUNCIL MEETING OF
April 7, 2004

VERBATIM TRANSCRIPT – ITEM 78

31 **MAYOR GOODMAN**

32 Item 78. Discussion and possible action regarding a six-month review of a massage
33 establishment license. Cathay Massage Inc., at 7450 West Cheyenne Avenue, Suite 113. This is
34 in Ward 4. Mr. DiFiore.

35

36 **STACY RODD**

37 He says his lawyer isn't here; he wants to hold it.

38

39 **JIM DiFIORE**

40 Mr. Chi's, I'm sorry, Mr. Liu is being represented by Mr. Buchanon and he has asked maybe to
41 trail this item because his attorney's not here.

42

43 **MAYOR GOODMAN**

44 All right. I'll – do it as a courtesy but it's gonna be resolved before, one way or the other, before
45 we leave for our afternoon break.

46

47 **STACY RODD**

48 Do you have any expectation of what time

49

50 **CHEN H. LIU**

51 (inaudible)

52

53 **MAYOR GOODMAN**

54 All right. We'll trail Item 78; is that all right with you Councilman? Thank you very much.

55

56 **STACY RODD**

57 Mayor?

58

59 **CHEN H. LIU**

60 Mr. Mayor?

CITY COUNCIL MEETING OF
April 7, 2004

VERBATIM TRANSCRIPT – ITEM 78

61 **MAYOR GOODMAN**

62 Yes.

63

64 **CHEN H. LIU**

65 My lawyer does show up so could we please –

66

67 **MAYOR GOODMAN**

68 You have to tell us your name first. Please give us your name.

69

70 **CHEN H. LIU**

71 My name's Chen Liu.

72

73 **MAYOR GOODMAN**

74 Okay.

75

76 **CHEN H. LIU**

77 Last name's L-I-U, first name C-H-E-N.

78

79 **MAYOR GOODMAN**

80 And your address, please, where do you reside?

81

82 **CHEN H. LIU**

83 I, I'm the owner of the Cathay Massage, so, I – will be have the lawyer and the interpreter, but
84 they are, they doesn't show up now, so would you please give me a couple minutes –

85

86 **MAYOR GOODMAN**

87 Yes.

88

89 **MICHAEL MACK**

90 What, what's your address?

CITY COUNCIL MEETING OF
April 7, 2004

VERBATIM TRANSCRIPT – ITEM 78

91 **CHEN H. LIU**

92 It's 7450 West Cheyenne, the number 1-1-3.

93

94 **MAYOR GOODMAN**

95 All right. Yes, we are going to wait, but we will resolve this before, – we take our noon break.

96

97 **CHEN H. LIU**

98 Sure.

99

100 **MAYOR GOODMAN**

101 All right.

102

103 **CHEN H. LIU**

104 Thank you.

105

106 **MAYOR GOODMAN**

107 Thank you.

108

109 **END RELATED DISCUSSION – RESUME RELATED DISCUSSION**

110

111 **MAYOR GOODMAN**

112 And I will now recall Item 78. This is a matter that we trailed. Discussion and possible action
113 regarding a six-month review of a massage establishment license. Cathay Massage Inc., doing
114 business as Cathay Massage, Inc., at 7450 West Cheyenne Avenue, Suite 113. Mr. DiFiore.

115

116 **JIM DiFIORE**

117 Mayor and members of the Council, since our last review, Mr. Liu, who is the applicant licensee,
118 and I believe he has Mr. Young with him as his interpreter.

CITY COUNCIL MEETING OF
April 7, 2004

VERBATIM TRANSCRIPT – ITEM 78

119 **MAYOR GOODMAN**

120 All right. Mr. Young, are you a court-approved interpreter?

121

122 **ALEX YOUNG**

123 Yes, Your Honor, I am.

124

125 **MAYOR GOODMAN**

126 All right. Would you state your name and address?

127

128 **ALEX YOUNG**

129 Yeah, my name's Alex Young, 3863 South Valley View, #4.

130

131 **MAYOR GOODMAN**

132 Very good. And you will be translating for –

133

134 **ALEX YOUNG**

135 For Mr. Liu.

136

137 **MAYOR GOODMAN**

138 Mr. Liu, very good. Okay, Mr. DiFiore?

139

140 **JIM DiFIORE**

141 The conditions on Mr. Liu's license included the following: any arrests or citations on the
142 premises requires written notification to Business Services within 48 hours of the incident. The
143 second condition is in the hours of operation are limited to 8:00 a.m. to 9:00 p.m. daily.

144

145 **MAYOR GOODMAN**

146 I think, Mr. DiFiore, that there's a – sense that Mr. Liu wanted to have his lawyer, Mr.
147 Buchanon, present –

CITY COUNCIL MEETING OF
April 7, 2004

VERBATIM TRANSCRIPT – ITEM 78

148 **ALEX YOUNG**

149 Right.

150

151 **MAYOR GOODMAN**

152 – for this, and he's not here. I'm gonna give him a choice, with – this is with, of course,
153 Councilman Brown's blessing. I'll give you a choice, we could either continue this for two
154 weeks and your lawyer better be here or we'll go forward right now without your lawyer.

155

156 **CHEN H. LIU THROUGH ALEX YOUNG**

157 Your Honor, Mr. Liu would like to continue.

158

159 **MAYOR GOODMAN**

160 All right. Now, if Mr. Buchanon isn't here on time, we're going forward, we're not going to, we
161 try to be courteous and we try to be malleable but we have to be practical too, so, tell him he has
162 to be here. He's heard of that before, I'm sure.

163

164 **COUNCILMAN REESE**

165 He wants to continue, he wants to go on today.

166

167 **MAYOR GOODMAN**

168 Oh, you want to go on today? Oh, okay, fine.

169

170 **CHEN H. LIU THROUGH ALEX YOUNG**

171 Yeah, he would like to go on today.

172

173 **MAYOR GOODMAN**

174 Very good. Let's go for it. I misunderstood. All right. Mr. DiFiore, go ahead.

CITY COUNCIL MEETING OF
April 7, 2004

VERBATIM TRANSCRIPT – ITEM 78

175 **JIM DiFIORE**

176 Okay. The third condition was that the, his wife, Hong Kang, is not allowed to work on the
177 premises during this period of review. And the fourth condition was the City Council grants the
178 authority to me to suspend or revoke the temporary license if any of the conditions are violated.
179 On, – March 2nd, 2004, I suspended the temporary license after receiving an incident report from
180 Metro that a licensed massage establish, or, massage therapist, Yi Li Liu, had been cited for
181 loitering for the purposes of prostitution. The incident occurred on February 23rd, 2004, and was
182 not reported to this office as a condition on the license. Additionally, the report references that
183 undercover officers entered the premises after 9:00 p.m., another violation of a condition on the
184 license. In your investigative report, that you have before you, Detective Rodd is here to answer
185 any questions that you might have at this time on the contents of that report.

186

187 **MAYOR GOODMAN**

188 All right. Has Mr. Liu been furnished a copy of the report?

189

190 **STACY RODD**

191 We have contacted Mr. Liu's attor, attorney, Mr. Buchanan, who expressed some concern that,
192 you know, he wouldn't be able to get in, but he wanted to send someone from his office down.
193 We made arrangements for that person to come down and pick up the report, review it, they
194 never showed up at our office either. So we've – afforded them every opportunity to read the
195 report. They haven't taken advantage of that opportunity.

196

197 **MAYOR GOODMAN**

198 Then I – guess the basic question, is Mr. Liu familiar with the allegations?

199

200 **STACY RODD**

201 I don't know what contact he's had with the attorney. If his attorney hasn't read it on his behalf,
202 then I'm not sure exactly where it's at. You know, we've, all we can do, Mr. Mayor and
203 Council, is afford them the opportunity. If they don't choose to take advantage of it, what are we
204 gonna do?

CITY COUNCIL MEETING OF
April 7, 2004

VERBATIM TRANSCRIPT – ITEM 78

205 **MAYOR GOODMAN**

206 I do not disagree with that. All right. You've heard what the, are there any questions concerning
207 the report that we have in front of us, before we go on and want to hear from Mr. Liu? Are there
208 any questions? All right. Hearing none, Mr. Liu, did you hear what Mr. DiFiore said?

209

210 **CHEN H. LIU THROUGH ALEX YOUNG**

211 Yeah, I'm, I heard.

212

213 **MAYOR GOODMAN**

214 Okay. What –

215

216 **CHEN H. LIU THROUGH ALEX YOUNG**

217 And then I, that, I also know about it, police report.

218

219 **MAYOR GOODMAN**

220 Okay. What do you have to say about it?

221

222 **CHEN H. LIU THROUGH ALEX YOUNG**

223 And I'm very – honor (sic) to be here to present my case in front of Mr. Mayor, Your Honor and
224 all that you favored Councilmen to explain the dispute I have with the license department.

225

226 **MAYOR GOODMAN**

227 Very good. We'd like to hear your explanations.

228

229 **CHEN H. LIU THROUGH ALEX YOUNG**

230 And then I can give my explanation base (sic) upon the letter that the license department sended
231 (sic) to me. Okay, one instant (sic) regarding February 24th, 2004, regarding one of the, the lady
232 (sic) work for us in that she was cited by the police department and I give my explanation here
233 and, I just want to report to you, Mr. Mayor, I was traveling during the period of time from
234 February 7th to March 30th. I wasn't in Las Vegas. I was in China. And then there's the ticket I,

CITY COUNCIL MEETING OF
April 7, 2004

VERBATIM TRANSCRIPT – ITEM 78

235 to prove, I was in this country, I wasn't in this country. And also, there's the passport, there's a
236 date on it to prove I was absent from the City. 'Cause I just want to say I am not responsible for
237 my absensee (sic) for what happened during my absensee (sic) what happened to my business.
238 I'm not responsible for that.

239

240 **MAYOR GOODMAN**

241 Well, let me ask this question, did you have a manager who was able to manage your business in
242 your absence?

243

244 **CHEN H. LIU THROUGH ALEX YOUNG**

245 I have a reception (sic) to take care of the business.

246

247 **MAYOR GOODMAN**

248 Is that receptionist, is that person there all day long and all evening?

249

250 **CHEN H. LIU THROUGH ALEX YOUNG**

251 Yes. She work (sic) from 9:00 a.m. in morning until 8:00 p.m.

252

253 **MAYOR GOODMAN**

254 All right. What's her name?

255

256 **CHEN H. LIU**

257 Ah, we – we call, we call him Annie.

258

259 **ALEX YOUNG**

260 Her name's Annie.

261

262 **CHEN H. LIU**

263 Annie's here.

CITY COUNCIL MEETING OF

April 7, 2004

VERBATIM TRANSCRIPT – ITEM 78

264 **MAYOR GOODMAN**

265 All right.

266

267 **ALEX YOUNG**

268 And she is here.

269

270 **MAYOR GOODMAN**

271 Okay.

272

273 **CHEN H. LIU THROUGH ALEX YOUNG**

274 I just want to repeat I'm not responsible for what happen (sic) to my business when I was in
275 China. And what happened in, on February 24th, 2004. And one of the lady (sic) worked in my
276 my residence and she was cited. And then she did not report about her citation within 48 hours
277 to anybody work in my shop. There were five people working in my business. None of the five
278 people knew about that lady's citation. She did not report to anyone of us regarding her citation
279 and that also she did not mention about her arrest. And then we happen to happen several days
280 later and then a policeman came to our office and mentioned this then we knew about this. And
281 I'm very sorry to report to you and then the police department accuse me I still keep my shop
282 open after 9:00 o'clock, 9:00 p.m. Well some of these customer (sic) were to my office and to
283 my shop and actually they got in 8:45. And then that policeman came to my place at 8:45 p.m.,
284 and then that we been working on her about half hour. And then that finish, she was finish about
285 9:15 p.m. And then at, on this report, then that police report said and she was finish at about
286 9:15 p.m.

287 I just don't understand what kind law this country has regarding the people walk in before 9:00
288 and I cannot finish after 9:00 p.m. Then regarding another accusation, my wife, Kang Hong
289 (sic), could not work in my shop. In that every time when the policeman come to check my
290 place, everybody working there, they have license. And then they took policemen (sic) never
291 saw my wife working there. I just don't understand what the allegation base (sic) upon what
292 evidence. So, I really have a lot of doubt about the allegation upon me. They're not the, I
293 understand the City, the police department close (sic) one of the massage business, basically,

CITY COUNCIL MEETING OF
April 7, 2004

VERBATIM TRANSCRIPT – ITEM 78

294 they have, collect a lot of evidence to show, to indicate that business took care a lot of customer
295 after 9:00 p.m. And I just want to know (sic) is there any evidence any proof (sic) to say my
296 place, to that, take care of the customer after 9:00 p.m. And I still don't understand that the
297 requirement to, to stay, the business to keep open from 8:00 a.m. to 9:00 p.m. And then the
298 policeman they, department, they inform me I have to keep (sic) everybody out after 9:00 p.m. I
299 finish. (sic)

300

301 **MAYOR GOODMAN**

302 All right. Thank you. I see Mr. Buchanan is here. We offered your client the opportunity to
303 continue but he wanted –

304

305 **BUCKY BUCHANAN**

306 Yes. That, no that's fine and he, we talked it over last night and he's prepared and he gave his
307 statement.

308

309 **MAYOR GOODMAN**

310 Okay.

311

312 **BUCKY BUCHANAN**

313 Of course, we also would state that this person, who was allegedly given this citation –

314

315 **MAYOR GOODMAN**

316 You have to, Bucky, state your name for the record and, if you would, speak into the mic.

317

318 **BUCKY BUCHANAN**

319 Oh, my voice is not loud enough to carry in that mic?

320

321 **MAYOR GOODMAN**

322 No.

CITY COUNCIL MEETING OF
April 7, 2004

VERBATIM TRANSCRIPT – ITEM 78

323 **BUCKY BUCHANAN**

324 All right. Well, as far as, – the person who was cited –

325

326 **MAYOR GOODMAN**

327 No, you have to give us – your name and address.

328

329 **BUCKY BUCHANAN**

330 Oh, my name and address. My name's Bucky Buchanan, 300 South Maryland Parkway.

331

332 **MAYOR GOODMAN**

333 Thank you.

334

335 **BUCKY BUCHANAN**

336 Nevada Bar 7-5-4. All right. Is, in regard to, I don't know what the officers have said in their
337 initial report to you, but it's my understanding that the citation of loitering for prostitution
338 against Ms. Liu was in fact denied by Mr. Jerbic's office. So the complaint that they're alleging
339 in this file is not, is non-existent.

340

341 **MAYOR GOODMAN**

342 The condition was that if there were an arrest, not a conviction, if there were an arrest, that that
343 arrest would have to be reported within 48 hours to the authorities.

344

345 **BUCKY BUCHANAN**

346 Well that's correct, and, of course, it's his contention that the person who was there, Ms. Liu,
347 never told anybody about the, – event. And there was nothing to report if she wouldn't report it.
348 It wasn't an arrest; it was just a citation given to her. She wasn't taken out in cuffs or anything
349 or anybody would know. I think, – it was Detective Zack, and he gave her just a citation.

350

351 **MAYOR GOODMAN**

352 Well, that's correct.

CITY COUNCIL MEETING OF
April 7, 2004

VERBATIM TRANSCRIPT – ITEM 78

353 **BUCKY BUCHANAN**

354 We have the – affidavit here of the four people that worked there this night, I'd like to offer into
355 the rec, evidence.

356

357 **MAYOR GOODMAN**

358 If you'd give it to Ms. Ronemus, please.

359

360 **BUCKY BUCHANAN**

61 That Xing Gao, Ling Jing, Hi Jun and Du Shuna have an affidavit that they didn't know about
362 this citation, and, of course, the owner was in China at the time, and he has his tickets here,
363 which, – I guess he's told the court. So, no one told him; he had no knowledge. It's my
364 understanding also that he terminated this girl upon finding out that she had been given a
365 citation. So, we would just think that there was no notice to him, and there's no reason to
366 suspend his license because of the transgressions of one of his employees, who's no longer an
367 employee and who failed to tell him that she was given a citation not arrest. So, and I think she's
368 on calendar this morning also, on the agenda.

369

370 **MAYOR GOODMAN**

71 She was.

372

373 **COUNCILMAN BROWN**

374 Your Honor, if I, – may just ask for clarification. The condition was not any arrest solely, it was
375 any arrests and/or citations that occur; is that correct?

376

377 **JIM DiFIORE**

378 That is correct.

379

380 **COUNCILMAN BROWN**

381 Okay.

CITY COUNCIL MEETING OF
April 7, 2004

VERBATIM TRANSCRIPT – ITEM 78

382 **BUCKY BUCHANAN**

383 Well, the only reason I brought up the citation was because it wouldn't be noticeable to a bunch
384 of people or other people in the establishment that if he handed her a citation in a massage room
385 that there would be no way of anyone else to know it. Now, if he took her out in cuffs and
386 dragged her out into a patrol car, then, of course, everybody would know. So, I'm just saying as
387 far as notice and as far as knowledge of getting the citation.

388

389 **MAYOR GOODMAN**

390 Right. So that you're aware of it, your client has said two things that are almost outside the
391 charges but are, in my opinion, very relevant. He said that when he's out of the country, he can't
392 manage the business, and, of course, we need somebody who's responsible, who's the licensee,
393 who is able to manage the business. He indicated he had a receptionist who was his manager, in
394 effect, and – I find that hard to accept, that the receptionist is of such importance or in a
395 supervisory position that she could control the – women who work there.

396 But, another area that he felt that he was perhaps being treated unfairly with was the fact that
397 there were certain customers who came in about a quarter of nine and remained thereafter when
398 the police came in, and he felt that, if somebody comes in before then, then they could finish
399 whatever they came in there to start. And, to me, I think, he has to liken it to a restaurant, that
400 when you go in, the restaurant's gonna to be closed at 9:00 o'clock at night, and the chef says
401 you know, we'll never be able to get you out of here by 9:00 o'clock at night, that they have to
402 be able to comply with it. I'm not sure he understands those things, and, depending on what
403 happens today, he has to understand that he has to have somebody who is a real supervisor, and
404 he has to keep the conditions that have been imposed upon him.

405

406 **BUCKY BUCHANAN**

407 I think the receptionist is here and she was, and we went over that, because I had the same
408 concerns you do, and she accepted the money and she banked the money. And, so, she was, not
409 a manager, but a de facto person there in control, although not authorized as the, with all the,
410 let's say covers of authority.

CITY COUNCIL MEETING OF
April 7, 2004

VERBATIM TRANSCRIPT – ITEM 78

411 **MAYOR GOODMAN**

412 All right. Mr. DiFiore or Detective Rodd?

413

414 **COUNCILMAN BROWN**

415 Your Honor, before –

416

417 **MAYOR GOODMAN**

418 Yes.

419

420 **COUNCILMAN BROWN**

421– – just to, a couple more clarifications. One is, the report indicates, speaking to your issue as far
422 as the 8:45, 9:15 issue, did the officers arrive after 9:00 p.m.?

423

424 **STACY RODD**

425 The officers arrived at 9:15; the citation was issued and 9:45.

426

427 **COUNCILMAN BROWN**

428– Okay. So –

429

430 **STACY RODD**

431 So we're a full hour behind their representation of the time frame.

432

433 **COUNCILMAN BROWN**

434 I think there'd be more credence to the argument if the doors were locked and, you know, they
435 were finishing off a client, but the officers were able to enter the facility at the time.

436

437 **STACY RODD**

438 Correct. At 9:15, which is after the closing time.

CITY COUNCIL MEETING OF
April 7, 2004

VERBATIM TRANSCRIPT – ITEM 78

439 **COUNCILMAN BROWN**

440 And then if I could ask the Attorney's Office, just for my edification and for the record, we,
441 we're often told, as far as the owner's responsibility on the business, regardless if it's the
442 reception running it or employees, could you just clarify that for the record, please?

443

444 **BRAD JERBIC**

445 That's correct. The owner is always responsible for the license that they hold and the activities
446 that occur in connection with that license. (Inaudible) Mr. DiFiore probably can add to that, but
447 that's always been our position.

448

449 **JIM DiFIORE**

450 Councilman, if I could, I'll read into the record 6.0-2-3-5-0, Disciplinary Action, Acts of
451 Principals and Subordinates. A licensee under this chapter shall be subject to disciplinary action
452 not only for acts or omissions done by the, such licensee, but also for acts and omissions done by
453 the principals, managers, agents, representatives, employees of such licensee.

454 I also would like to suggest that, on his license, and I can pass these around if you'd like, the
455 conditions that I have read into the record are on the license, so it would be Mr. Liu's
456 responsibility to make sure that all of his employees understood the conditions.

457

458 **MAYOR GOODMAN**

459 Okay. All right. Any other questions? All right, do you want to sum up then, Mr. DiFiore, what
460 you're recommendation is, then we'll let Mr. Buchanan go?

461

462 **JIM DiFIORE**

463 Well, I think all of the issues that – are contained in the report and the reason for his suspension
464 reflect heavily on his suitability to hold a privileged license. The conditions that were imposed
465 were as a result of the Council granting him a favor to operate and kind of prove himself here, in
466 the City of Las Vegas. And, I believe, by violation of these conditions, he's shown that he can't
467 be suitable to hold this license. The denial of the temporary today is also the denial of the
468 permanent license, and that would be my recommendation.

CITY COUNCIL MEETING OF
April 7, 2004

VERBATIM TRANSCRIPT – ITEM 78

469 **MAYOR GOODMAN**

470 All right. Mr. Buchanan?

471

472 **BUCKY BUCHANAN**

473 Well, of course, we feel that they're doing this by indirect means, by saying that the owner is
474 vicariously liable for all the acts of his employees. And I, – think you had one like this in front
475 of the Council here just not to long ago, in regard to a privileged license, and didn't hold that
476 owner liable for some of the acts that happened in his establishment. So, we would think here
477 that the owner of the business is not licensed, he shouldn't have his license taken away for an
478 infraction such as this that was not given to him. He had no knowledge of it, and, in fact, if you
479 look at your records, and I think the police will verify this, that he had an incident before, when
480 he was present, that someone was given a citation. He notified the department of business
481 licenses within 48 hours of that citation. So, he tried to comply with the law.

482 He would have complied with the law here, of course, had he been in the Country, and had he
483 known that this person was given a citation. So, he's demonstrated his ability, or at least his
484 willingness to abide by terms and conditions. And, I don't think he should be penalized because
485 he went back to China and this person didn't notify him of this transgression. And – ,this is
486 strict liability and I, – just don't see how you can deny him his license, his livelihood and the
487 money and business and everything he's put into this because of this one incident that was of no
488 fault of his own, no knowledge to himself and as shown in the past he's already taken care of it
489 whenever this happens.

490 So, he's willing to abide by all the terms and conditions, and I'm sure he will in the future, and
491 we'd ask his license, temporary license not be denied. I think his six months is almost up at this
492 time and his permanent license is about to be granted.

493

494 **MAYOR GOODMAN**

495 Detective.

CITY COUNCIL MEETING OF
April 7, 2004

VERBATIM TRANSCRIPT – ITEM 78

496 **STACY RODD**

497 Mayor and Council, I would just call, – to your attention, and I'm not going to beat the dead
498 horse, I mean, you have the report before you. We're not talking about one violation. We're
499 not, we're talking about a series of violations of conditions that you laid down in tailor-made
500 specifically for this applicant, given the fact that he had had some issues in the past, and you
501 gave him a monitoring period. Now, if you can't prove yourself during the monitoring period,
502 when certain specific conditions are laid down to you that you have to adhere to, you know,
503 being out of the Country, I don't think, is a legitimate excuse. You as the owner, you, as the
504 licensee, have a responsibility. You accept that license, you accept those responsibilities, and,
505 ultimately, you are held accountable for what happens at your business.

506 We have several violations here. We have a history. The report details another jurisdiction. I'm
507 not going to get into that, but you have the backup material that indicates some problems in
508 another jurisdiction where a license was surrendered for more of the same. We have history in a
509 – neighboring state, that's a matter of the report, record and report. So, you know, I don't think
510 we're looking at an isolated incident that perhaps we can overlook based on some circumstances.
511 We're seeing a systematic pattern of deviance from the – conditions that you laid down as a
512 favor as Mr. DiFiore says, in order to let this business operate on a temporary basis when it can
513 be monitored. I think they're demonstrating to you how this business is gonna operate.

514

515 **MAYOR GOODMAN**

516 All right. Thank You. Councilman?

517

518 **COUNCILMAN BROWN**

519 Thank you, Your Honor. I – would just take those comments a step further. I think the Council
520 has often tried to provide the opportunity, even in cases where there's some history, to have the
521 owner step forward and demonstrate on a temporary basis that they're able to run the business,
522 and, as the Detective indicated, this was the period that we were going to test, to monitor, to give
523 them the opportunity to erase the past. And, yet, during our monitoring period, we, we have
524 additional violations. And, what concerns me is, if he's on site for that six month period and
525 managing the business, we have a wonderful indication of his ability. But the fact that he's

CITY COUNCIL MEETING OF
April 7, 2004

VERBATIM TRANSCRIPT – ITEM 78

526 absent just opens up even more opportunity for these type violations to occur, and that's, – where
527 I have the problem. I would love to give the opportunity for him to continue the business, but
528 this was his chance. And, by the, – record that was made today, and certainly by the police
529 report, **I am going to move to follow staff recommendation.**

530

531 **MAYOR GOODMAN**

532 All right. Let's vote on that please. Post. Motion carries. **(Motion carried unanimously with**
533 **L.B McDONALD excused.)**

534

535

(END OF DISCUSSION)

536 /sc;gpb

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 7, 2004

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☐

CONSENT

☒

DISCUSSION

SUBJECT:

Discussion and possible action regarding an Appeal of Revocation of Business License for an Independent Massage Therapist License, Yi Li Liu, dba Yi Li Liu, 2120 Paradise Road, Suite 110, Yi Li Liu, 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 an Appeal of Revocation of Business License for 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 James L. Buchanan, II, Esq.

MOTION:

REESE – DENIED the Appeal; thereby revoking the business license – UNANIMOUS with L.B. McDONALD excused

NOTE: COUNCILMAN MACK disclosed that he is a consultant for a nearby SuperPawn owned by his brother, STEVEN MACK. Since he has not discussed this matter with his brother and there should be no impact on that business, he would vote on the item.

MINUTES:

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

APPEARANCES:

OSCAR GOODMAN, Mayor
JIM DiFIORE, Manager, Business Services
GARY REESE, Councilman
MICHAEL MACK, Councilman
TODD FARLOW, 240 North 19th Street

(9:51 – 9:54)

1-1586

AGENDA MEMO

CITY COUNCIL MEETING DATE: APRIL 7, 2004

DEPARTMENT: FINANCE AND BUSINESS SERVICES

ITEM DESCRIPTION: Discussion and possible action regarding an Appeal of Revocation of Business License for an Independent Massage Therapist License, Yi Li Liu, dba Yi Li Liu, 2120 Paradise Road, Suite 110

On January 24, 2003, Ms. Yi Li Liu submitted an application for an independent massage therapist license. Ms. Liu was referred to the Las Vegas Metropolitan Police Department for investigation pursuant to LVMC 6.52.170(A) on January 26, 2003. Based on a review of the applicant's Scope printout, this Department issued a temporary license on January 30, 2003 pending receipt of a favorable police report.

On April 8, 2003, the Special Investigations Section submitted a police report with an area of concern. The Police Report reflected that Ms. Liu had been arrested previously in California but the charges were dismissed. Since Ms. Liu was not convicted of the charges, this office issued Ms. Liu a one-year conditional license on April 21, 2003. The one condition was that "Any arrests or citations must be reported to business services in writing within 48 hours."

Officers of the Las Vegas Metropolitan Police Department issued Ms. Liu a citation on February 23, 2004 for Loitering for the Purpose of Prostitution at Cathay Massage, 7450 West Cheyenne Avenue, Suite 113. Ms. Liu did not report this incident to Business Services within 48 hours as required.

As a result, the Department revoked this license on March 2, 2004, as provided in Las Vegas Municipal Code 6.52.170(D) and 6.02.330(D), which states, in pertinent part:

6.52.170(D) "The Director may deny, revoke or suspend a massage therapist license or an independent massage therapist license for good cause, which includes, but is not limited to:

(1) The grounds set forth in LVMC 6.02.090 and 6.02.330 to 6.02.360 inclusive..."

6.02.330(D) "...The licensee...violates a condition which is imposed upon the license..."

Las Vegas Municipal Code provides an applicant the right to appeal a decision of the Director within thirty days to the City Council. Attached is a letter from James L. Buchanan, II, counsel for the applicant, requesting an appeal of the revocation of the license.

LAW OFFICE OF JAMES L. BUCHANAN II
A PROFESSIONAL CORPORATION
300 South Maryland Parkway
Las Vegas, Nevada 89101
(702) 382-9103
Fax (702) 387-6368

March 8, 2004

Mr. Jim DiFiore, Manager
Business Services Division
Finance & Business Services
City of Las Vegas
400 E. Stewart Avenue
Las Vegas, NV 89101

2004 MAR 10 P 3:35
RECEIVED
FINANCE AND
BUSINESS SERVICES

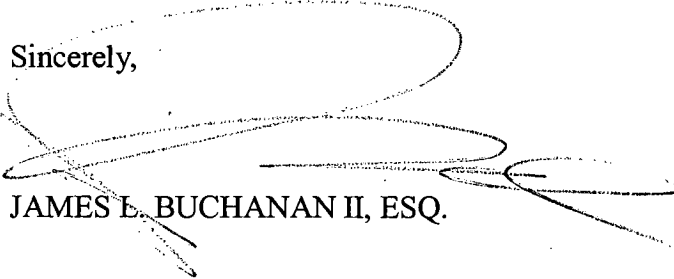
RE: Yi Li Liu; Independent Massage Therapist License; M12-00863-1-107412

Dear Mr. DiFiore:

Please be advised that I represent Ms. Liu with a massage therapist license as above. Pursuant to the action of your office in revoking her license on March 2, 2004, we are hereby appealing your decision to the City Commission. Please have this matter on at the earliest possible time and advise me of the action in regard to the hearing.

We would also like to have any evidence you have in your file to substantiate the fact that she was given a citation or arrest on April 21, 2003.

Sincerely,


JAMES L. BUCHANAN II, ESQ.

CITY COUNCIL MEETING OF
April 7, 2004

VERBATIM TRANSCRIPT – ITEM 79

**Discussion and possible action regarding an Appeal of Revocation of Business License for
an Independent Massage Therapist License, Yi Li Liu, dba Yi Li Liu, 2120 Paradise Road,
Suite 110, Yi Li Yiu, 100%**

Appearance List:

OSCAR GOODMAN, Mayor

JIM DiFIORE, Manager, Business Services

GARY REESE, Councilman

MICHAEL MACK, Councilman

TODD FARLOW, 240 North 19th Street

(9:51 – 9:54)

1-1586

4 minutes

Typed by: Stacey Campbell

Proofed by: Gaby Portillo-Brenner

CITY COUNCIL MEETING OF
April 7, 2004

VERBATIM TRANSCRIPT – ITEM 79

25 **MAYOR GOODMAN**

26 Item 79. I would, discussion and possible action regarding an appeal of revocation of business
27 license for an independent massage therapist license for Yi Li Liu, at 2120 Paradise Road, Suite
28 110. This is in Ward 3. Mr. DiFiore?

29

30 **JIM DiFIORE**

31 Mayor and members of the Council, I don't see Ms. Liu here in the audience today. She was
32 notified by certified mail about the meeting today. She made the appeal based upon the City
33 issuing her an independent massage therapist license and my revocation of that license on March
34 2nd of this year. The reason for revocation was a, – condition on the license that she report any
35 arrests or citations to our office within 48 hours of the incident. An incident did occur, she was
36 cited for loitering for the purposes of prostitution on February 23rd. She did not report that to our
37 office. We had found out through our resources with Metro, and that's the reason for her
38 revocation. I don't know why she's not here today. I understand she's also represented by Mr.
39 Buchanan, but I don't know why she's not, appearing – today before us.

40

41 **COUNCILMAN REESE**

42 What, what's your recommendation today?

43

44 **JIM DiFIORE**

45 To uphold the revocation.

46

47 **MAYOR GOODMAN**

48 Do – you feel that it would be appropriate to wait for Mr. Buchanan, because I believe that
49 there's a – relationship between Item No. 79 with Item No. 78?

50

51 **JIM DiFIORE**

52 There is and there isn't, and I'll explain that. Ms. Liu had an independent massage therapist
53 license, which allowed her to work within the City. It just so happened that the incident that
54 was, that occurred did appear at the Cathay Massage of Mr. Liu's.

CITY COUNCIL MEETING OF
April 7, 2004

VERBATIM TRANSCRIPT – ITEM 79

55 **MAYOR GOODMAN**

56 I see. Okay. All right. Councilman, your pleasure.

57

58 **COUNCILMAN REESE**

59 **I'd move to follow staff's recommendation.**

60

61 **MICHAEL MACK**

62 Your Honor?

63

64 **MAYOR GOODMAN**

65 Yes?

66

67 **MICHAEL MACK**

68 Prior to taking this vote, I need to make a quick disclosure, as a consultant for a nearby
69 SuperPawn owned my by, owned by my brother Steven Mack I am a consultant for. Steven
70 hasn't spoken to me on this item. I don't believe it will have any impact on his business, so I
71 will be voting. Thank you.

72

73 **MAYOR GOODMAN**

74 All right. Thank you. Let's vote, please. Post. Motion carries. **(Motion carried unanimously**
75 **with L.B McDONALD excused.)** There's – nothing up now.

76

77 **TODD FARLOW**

78 I, – understood, but one time before we said that we were gonna not go against citations but only
79 convictions with that Treasures. And now, here we are on this, and we're making a judgement
80 based on a citation and not a conviction. I just, I don't think that's right.

81

82 **COUNCILMAN REESE**

83 I, let me – explain Mr. Farlow. She was supposed to notify our office within 48 hours after an
84 arrest.

CITY COUNCIL MEETING OF
April 7, 2004

VERBATIM TRANSCRIPT – ITEM 79

85 **TODD FARLOW**

86 Oh, there was an arrest?

87

88 **COUNCILMAN REESE**

89 She did not notify the office that she was arrested, so that is was my reason for following staff's
90 recommendation.

91

92 **TODD FARLOW**

93 Oh, I see. I see the difference.

94

95 **MAYOR GOODMAN**

96 Okay. Thank you, Councilman.

97

(END OF DISCUSSION)

98 /sc;gpb

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 7, 2004

DEPARTMENT: NEIGHBORHOOD SERVICES

DIRECTOR: ORLANDO SANCHEZ

☐

CONSENT

☒

DISCUSSION

SUBJECT:

Discussion and possible action on an allocation of \$200,000 in Federal HOME funds to Economic Opportunity Board to operate their Homebuyer Assistance Program - All Wards

Fiscal Impact

☐

No Impact

Amount: \$200,000

☒

Budget Funds Available

Dept./Division: Neigh. Svcs./Neigh. Devel.

☐

Augmentation Required

Funding Source: HOME

PURPOSE/BACKGROUND:

Economic Opportunity Board of Clark County has requested additional HOME funding in order to continue providing downpayment assistance for income qualified homebuyers.

RECOMMENDATION:

Staff recommends that the City Council approve the funding and authorizes the Mayor to execute the Agreement with the subrecipient after it has been approved by the City Attorney.

BACKUP DOCUMENTATION:

Economic Opportunity Board letter dated March 10, 2004

MOTION:

REESE – Motion to bring forward and HOLD IN ABEYANCE Item 73 to 4/21/2004 and STRIKE Item 80 – UNANIMOUS with L.B. McDONALD excused

MINUTES:

There was no related discussion.

(9:27 – 9:29)

1-711



March 10, 2004

Faye Johnson
Neighborhood Services
City of Las Vegas
400 Stewart Ave.
Las Vegas, NV 89101

RE: Need for Additional Funding for Homebuyer Program

Dear Ms. Johnson,

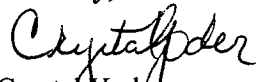
EOB's HOME CENTER continues to be the leader in homebuyer education and provider of the Down Payment Assistance Program in the Las Vegas Valley, assisting approximately one hundred (100) families and individuals a year achieve homeownership. More than 50% of these assisted clients purchase homes within the city limits of Las Vegas.

The HOME CENTER has exceeded the amount of assistance that was originally anticipated when awarded the most recent HOME Downpayment Assistance funds by the City of Las Vegas. Therefore, we respectfully request an additional \$200,000.00 in downpayment assistance funds to help us continue our mission of providing homeownership opportunities to low to moderate income residents of the City of Las Vegas.

The amount requested will cover reimbursement requests that have already been submitted to the City of Las Vegas and reimbursement requests that have not yet been submitted but are outstanding. Attached is a spread sheet that breaks down the amount of funds for this request.

If you have any questions or need additional information, please call me at 647-7816, ext. 233. Thank you for your continued support.

Sincerely,


Crystal Yoder
Program Manager

cc: Sue Prescott, CLV
Carol Bachwansky, CLV
Michael Husted, EOB
Brian Sagert, EOB

EOB Community Action Partnership • Housing & Development Division

3674 N. Rancho Drive • Las Vegas, NV 89130 • phone: 702.647.1510 • fax: 702.647.2374 • www.eobcap.org

Executive Director: Marcia Rose Walker, CCAP • Board Officers: Claude E. Logan, Chair • Lawrence Weekly, Vice Chair • Eloiza Martinez, Treasurer

80



February 20, 2004

Date	Name	Address	Check Amount	Escrow Refund	Loan Amount	Title Co	Date	Receivables Amount	Due EOB
10/24/2002	Sanchez-Aguilar, Margarita	3653 Alto Ave	\$ 4,301.10		\$ 4,301.10	United Title			\$ 4,301.10
4/4/2003	Webb, Brenda	3900 Nixon St.	\$ 3,837.51	\$ 586.86	\$ 3,250.65	Land Title			\$ 3,250.65
5/8/2003	Walker, Mima	1700 Tranquility Dr. 89101	\$ 6,226.00		\$ 6,226.00	Nevada Title			\$ 6,226.00
6/23/2003	Torres, Teresa	4736 Montebello Ave. 89110	\$ 10,000.00	\$ 432.54	\$ 9,567.46	Nevada Title			\$ 9,567.46
8/28/2003	Nelson Cevallos	1517 Rainbow Meadows 89128	\$ 5,000.00	\$ 278.73	\$ 4,721.27	United Title			\$ 4,721.27
9/11/2003	Sylvia Cortes	1644 Marathon Dr. 89108	\$ 6,072.70		\$ 6,072.70	Land Title			\$ 6,072.70
9/24/2003	Sylvia Cortes	1644 Marathon Dr. 89108 (addition)	\$ 3,927.30		\$ 3,927.30	Land Title			\$ 3,927.30
9/24/2003	Gerardino Guzman	3917 Montebello Ave. 89146	\$ 5,000.00		\$ 5,000.00	First American			\$ 5,000.00
10/10/2003	Alfredo Sanchez	2409 Howard Dr. 89104	\$ 10,000.00		\$ 10,000.00	United Title			\$ 10,000.00
10/10/2003	Maritza Amparan	4930 Iowa Ave.	\$ 10,000.00	\$ 200.00	\$ 9,800.00	Fidelity Title			\$ 9,800.00
10/27/2003	Oscar & Vilma Guerra	1616 Crystal Chimes 89106	\$ 10,000.00	\$ 207.34	\$ 9,792.66	United Title			\$ 9,792.66
10/29/2003	Kalani Wilburn	2808 Sing Song Wy.	\$ 5,000.00		\$ 5,000.00	Stewart Title			\$ 5,000.00
10/30/2003	Jenifer Robinson	1324 N. Jones 89108	\$ 10,000.00	\$ 417.32	\$ 9,582.68	United Title			\$ 9,582.68
12/2/2003	Clarisa Velasquez	2405 Daisy Hill Ave. 89106	\$ 10,000.00		\$ 10,000.00	Equity Title			\$ 10,000.00
12/2/2003	Aletha Motley	5817 Half Moon Wy. 89108	\$ 9,447.60		\$ 9,447.60	Equity Title			\$ 9,447.60
12/11/2003	Maria Ibal	633 Linesshack Ln. 89110	\$ 10,000.00		\$ 10,000.00	Old Republic			\$ 10,000.00
12/15/2003	Toni Jo Wilgar	5955 Vegas Dr. 89108	\$ 4,321.21	\$ 1,824.02	\$ 2,497.19	United Title			\$ 2,497.19
1/2/2004	Claudia Garica	2128 Velvet Hill Ave. 89106	\$ 5,000.00	\$ 508.68	\$ 4,491.32	Old Republic			\$ 4,491.32
1/6/2004	Andrea Busby	2117 Peach Hill Ave. 89106	\$ 3,816.76		\$ 3,816.76	United Title			\$ 3,816.76
2/13/2004	Sherrill Wynne	1413 Autumn Glen Circle 89117	\$ 7,764.33		\$ 7,764.33	Ticor Title			\$ 7,764.33
									\$135,259.02

	City Holding
Teresita Poe	\$ 5,000.00
Martha Tolentino	\$ 6,820.59
Eloy Flores	\$ 10,000.00
Jorge Delacruz	\$ 4,163.99
LeAnn Butth	\$ 9,046.39
Nancy Ruggero	\$ 3,916.40
Thaddeaus Stephenson	\$ 5,501.00
Marinez Flores	\$ 3,435.95
Total:	\$ 47,884.32

	Not Yet Billed for Reimbursement
	\$ 4,301.10
	\$ 3,250.65
	\$ 6,226.00
	\$ 9,567.46
	\$ 4,721.27
	\$ 6,072.70
	\$ 3,927.30
	\$ 5,000.00
	\$ 10,000.00
	\$ 9,800.00
	\$ 9,792.66
	\$ 5,000.00
	\$ 9,582.68
	\$ 10,000.00
	\$ 9,447.60
	\$ 10,000.00
	\$ 2,497.19
	\$ 4,491.32
	\$ 3,816.76
	\$ 7,764.33
Total:	\$ 135,259.02

	In Escrow
	\$ 5,263.31
	\$ 8,227.00
	\$ 13,490.31
Not Yet Billed	\$ 135,259.02
In Escrow	\$ 13,490.31
City Holding	\$ 47,884.32
Total:	\$ 196,633.65

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 7, 2004

DEPARTMENT: PLANNING AND DEVELOPMENT

DIRECTOR: ROBERT S. GENZER

☐

CONSENT

☒

DISCUSSION

SUBJECT:

Discussion and possible action on amendments to the Southern Nevada Water Authority Drought Plan - All Wards

Fiscal Impact

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division:

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

On February 26, 2004, the Southern Nevada Water Authority amended their Drought Plan in regard to certain types of water use. This plan was originally adopted by the City Council on March 5, 2003. The proposed changes are summarized on the attached agenda.

If this revised plan is adopted, a request to amend Title 14 of the Municipal Code will be submitted to reflect these changes.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

1. Agenda Memo
2. Southern Nevada Water Authority Drought Plan 2

MOTION:

REESE – APPROVED as recommended with direction to staff to bring an amended ordinance to Council – UNANIMOUS with L.B. McDONALD excused

MINUTES:

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

APPEARANCES:

OSCAR GOODMAN, Mayor
SEAN ROBERTSON, Planning and Development Department
GARY REESE, Councilman
DOUG SELBY, City Manager
LARRY BROWN, Councilman

(9:54 – 10:04)

1-1692

AGENDA MEMO

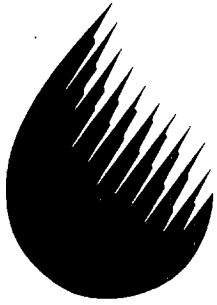
CITY COUNCIL MEETING DATE: APRIL 7, 2004

DEPARTMENT: Planning and Development

**ITEM DESCRIPTION: Discussion and possible action on amendments to the
Southern Nevada Water Authority Drought Plan - All Wards**

The following summarizes the changes to the SNWA Drought Plan proposed by this amendment:

1. Exemptions for water features may be permitted in exchange for the conversion of a certain amount of turf and the payment of an annual fee (\$10 per square foot of water feature) into the SNWA Rebate Program. This amendment is an expansion on the city's ordinance, which already provides for turf conversion.
2. Restrictions on water features will apply to owners or operators that have an account with a SNWA member agency, regardless of the source of water.
3. Drought Alert restrictions on car washing and misting systems are amended so that they are the same as for Drought Watch.



SOUTHERN NEVADA
WATER AUTHORITY

Drought Plan

February 2004

This document is a supplement to the SNWA Water Resources Plan.

Table of Contents

Preface to the February 2004 Drought Plan Revision.....	5
Introduction	7
Chapter 1 – Water Demands and Conservation Goals	11
Chapter 2 – Water Supply	13
Chapter 3 – Drought.....	15
Chapter 4 – Recommended Demand Management Measures	21
Matrix	29

This page has been intentionally left blank.

Preface to the February 2004 Revision

In response to severe drought conditions affecting the entire Colorado River Basin, the SNWA Board of Directors adopted the Drought Plan on February 20, 2003. The plan identifies drought response measures that can be taken by the community to reduce water demands during drought conditions. The measures were intended to spread the burden of drought response as much as possible across all sectors of the community, while targeting those water uses with the greatest potential for water savings.

Following the plan's approval by the Board, drought response measures were implemented by the Authority's member agencies and other jurisdictions. Authority staff has also continued to work with representatives of the SNWA member agencies and the public to review and enhance the plan's concepts and tactics, wherever appropriate.

In December 2003, the SNWA Board of Directors requested that technical staff review the plan's Drought Alert restrictions on residential vehicle washing, misting systems and water features for possible changes. This review was completed in January 2004, with staff recommending modifications to each measure.

The present revision of the Drought Plan reflects these aforementioned changes, as well as more general changes resulting from the recent update of the SNWA Water Resource Plan. That update incorporates California's recent progress in signing the Quantification Settlement Agreement, which allowed for the reinstatement of the Interim Surplus Guidelines by the U.S. Secretary of the Interior in October 2003.

The Drought Plan will continue to be evaluated periodically to reflect current conditions and levels of action required. Given the severity of the drought, it is important to emphasize that reducing Southern Nevada's vulnerability to such phenomena will require a concerted, sustained effort by the entire community. The Drought Plan and its associated measures are simply one part of that effort.

This page has been intentionally left blank.

Introduction

The Southern Nevada Water Authority (SNWA) was formed in 1991 by a cooperative agreement among seven water and wastewater agencies in Southern Nevada:

- Big Bend Water District
- City of Boulder City
- City of Henderson
- City of Las Vegas
- City of North Las Vegas
- Clark County Water Reclamation District
- Las Vegas Valley Water District

Collectively, these agencies provide water and wastewater services to Las Vegas, North Las Vegas, Henderson, Boulder City, Laughlin and portions of unincorporated Clark County. The SNWA is the wholesale water provider to the municipal water agencies in Southern Nevada. In addition to its wholesale treatment and delivery responsibilities, the SNWA acquires and manages long-term water resources for Southern Nevada. From its inception, the SNWA mission has been to seek new water resources for Southern Nevada, to manage existing and future water resources, to construct and manage regional water facilities and to promote responsible conservation. To support this work, the SNWA maintains several key planning documents, including a Water Resource Plan that is reviewed annually and updated as needed.

The SNWA Water Resource Plan provides a comprehensive overview of water resources and demands in Southern Nevada, including a discussion of the critical role conservation plays in SNWA demand forecasts and in efforts to meet future water demands. As noted in the plan, groundwater and Colorado River water are two tangible resources used to meet water demands, but conservation is a third, intangible resource that is critical to managing and extending those resources over time. Conservation effectively provides an additional resource by freeing up water that was previously consumed inefficiently or wasted. In this sense, it is one of the least expensive sources of water available to the community. It is also a resource over which we have complete control, since it depends on our own efforts and less on influences outside the community.

As described in the Water Resource Plan, the SNWA incorporates assumptions about water conservation as one element in its portfolio of resource options intended to meet Southern Nevada's water needs in the future. For the purpose of resource planning, the SNWA employs a "demand range" and both near-term and long-term estimates of potential resource options. The lower end of this demand range assumes the community achieves 25% conservation by 2010.

To meet this goal, the Las Vegas Valley has been expected to implement gradual increases in conservation each year. The community met its annual goals until 2000, when conservation declined for the first time from the previous year's level. In 2001, the decline increased, effectively reversing the forward trend of preceding years. In 2001, the community only achieved 13.5%. The decline in estimated conservation from 16.5% in 2000 to 13.5% in 2001 equates to about 5 billion gallons (over 15,000 acre-feet) of water that should have been saved.

Those levels were far from the levels of conservation needed to meet the 25% goal for 2010 and the future demands expected from local purveyors.

To sustain and promote its conservation goals in Southern Nevada, the SNWA and its member agencies launched a conservation strategic-planning process in 2001. This process brought together key decision makers within the community to coordinate strategies, brainstorm ideas and identify future opportunities to involve stakeholders in crafting and implementing additional sustainable conservation for the Las Vegas Valley. However, as drought conditions in the Colorado River Basin became more severe, the SNWA member agencies recognized that a more immediate and actionable community response was necessary. As a result, the conservation strategic planning effort evolved specifically in 2002 to address drought conditions. This ultimately provided the framework for development of the SNWA Drought Plan.

The SNWA relies on conservation to help meet the water needs of Southern Nevada; however, under drought conditions such as those currently affecting much of the United States – particularly the Colorado River Basin states in the Southwest – additional demand reduction is necessary. To this end, the SNWA has developed this Drought Plan as a supplement to the SNWA Water Resource Plan. The SNWA continues to develop a portfolio of resource options to meet future demands, but additional conservation measures are needed to mitigate the impacts of drought on available water supplies.

In 2002, Southern Nevada was projected to use all of its 300,000 acre-feet per year apportionment of Colorado River water for domestic needs. The 1999 Water Resource Plan projected that the apportionment would not be fully utilized until 2007, but population projections underlying the forecasts were outpaced by actual growth in Southern Nevada and, as noted above, the community's achievement of conservation was much lower than expected.

Additionally in 2002, the SNWA anticipated that supplies above and beyond Nevada's 300,000 acre-feet per year would be provided by interim surplus water from the Colorado River through 2016. Interim Surplus Guidelines were forged in 2001 as part of a 15-year plan to allow California to gradually reduce its Colorado River consumption (about 5.2 million acre-feet per year with a 4.4 million acre-feet per year apportionment). The guidelines would have allowed Arizona, California and Nevada to take additional water for domestic uses, provided that there was adequate storage in Lake Mead for the Secretary of the Interior to make certain surplus designations.

However, at the end of 2002, the inability of California water agencies to approve various quantification agreements, collectively known as the Quantification Settlement Agreement, precluded implementation of the Interim Surplus Guidelines for much of 2003. California eventually approved the agreements in October 2003 and the guidelines were reinstated by the Secretary of the Interior. This effectively allows the states of California, Arizona and Nevada to access interim surplus Colorado River water through 2016; unfortunately, the ongoing drought in the Colorado River Basin has reduced the probabilities associated with various amounts of surplus water available to Nevada under the guidelines. These reduced probabilities have influenced near-term planning by requiring continued emphasis on drought response and

conservation measures in Southern Nevada, as requiring the SNWA to escalate the planned development of its additional in-state, non-Colorado River resources.

Under the Interim Surplus Guidelines, the Secretary will declare a full surplus, partial surplus or “normal” operating condition depending upon Lake Mead reservoir levels. Under a full surplus declaration (lake level above 1,145 feet), Nevada can take as much water as needed to meet municipal and industrial uses. Under a partial surplus declaration (lake level between 1,125 and 1,145 feet), Nevada can take just half of the water needed in excess of Nevada’s standing apportionment. Under a “normal” operating condition (lake level 1,125 feet or less), Nevada can only take its normal 300,000 acre-feet consumptive apportionment.

For the 2004 water year, the Annual Operating Plan prepared by the Bureau of Reclamation, under the Secretary’s charge, determined that Lake Mead storage was adequate to declare a partial domestic surplus. This means that Southern Nevada will be allowed to take its full allocation in 2004. In addition, it will be able to access interim surplus water to meet half of its consumptive use demands over its allocation. Interim surplus, conservation and drought response savings will be used to meet any resource needs over Southern Nevada’s Colorado River allocation in 2004. If needed, SNWA’s banked water reserves may also be used.

For 2005, the availability of interim surplus could be further reduced. If the current drought pattern continues and Lake Mead falls low enough to result in declaration of a “normal” operating condition, Nevada will be required to operate within its basic apportionment. If this occurs, Southern Nevada will have to make up a significant amount of the shortfall with increased levels of conservation and drought response, as well as accessing water from its water banks.

During the past decade SNWA and local purveyors have banked water in the Las Vegas Valley and the State of Arizona for use during shortages or to meet future demands. This is one example of the long-term planning used by the SNWA to ensure the community can meet future demands. However, the reduced availability of interim surplus and a prolonged drought could result in significant withdrawals and impacts to important banked reserves. This has the potential to deplete our future groundwater bank reserves earlier than expected unless a substantial and specialized drought response is made to effect large-scale reductions in demand.

It is imperative that the SNWA and local purveyors have an improved program to reduce water demands and prepare the public for current and future drought scenarios. Mitigation measures should be developed with an eye toward permanently improving water efficiency in the region.

This Drought Plan outlines specific measures to accomplish this goal. These measures apply to all qualities of water such as recycled, reclaimed, raw, or potable water. The measures – which include stronger water waste enforcement, more comprehensive water use restrictions, and the use of water budgeting or similar techniques – are described in Chapter 4 and outlined in a matrix at the end of this document.

In developing drought response measures, the SNWA adhered to the following basic principles:

1. Avoid restricting non-consumptive uses unnecessarily; that is, any process that returns water to the sanitary sewer for treatment and reuse or return-flow credit.
2. Avoid tactics that are likely to have substantial impacts on the community's economic interests (that is, preserve jobs).
3. Focus on reducing consumptive use (the net amount of water we use each year and cannot get back through return-flow credit to use again).
4. Focus on reducing non-essential uses and waste.
5. Provide reasonable opportunities for large consumptive water users to determine their own operational strategies within a water budget.
6. Consider the positive public perception of limiting highly visible uses of water even if they produce nominal efficiency gains.
7. Consider the impact of perceived equity among various sectors' contributions to conservation.
8. Provide special emphasis on the need for extraordinary, visible leadership from government-sector water users.
9. Acknowledge the need for further participation in the development of this plan from sectors that will be significantly impacted.

The intent of this Drought Plan is to better prepare residents and businesses to deal with drought conditions by practicing sound water efficiency policies. The measures described in this document can help Southern Nevada to accomplish this goal.

Chapter 1 – Water Demands and Conservation Goals

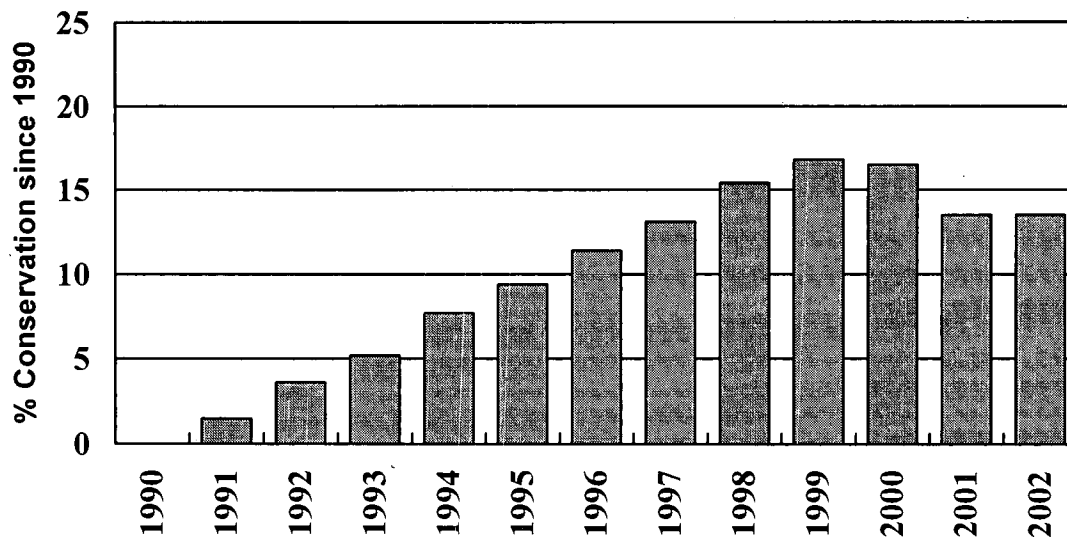
For much of the past decade, Southern Nevada has been one of the fastest growing areas in the United States. Since 1991, the population served by purveyor members of the SNWA has almost doubled to about 1.6 million people. The driving force behind this trend has been employment growth in the service sector, as mega-resorts and tourism expanded the appeal of Las Vegas and more people have relocated to the area. Because of this rapid and consistent growth, the SNWA Water Resource Plan is reviewed each year and amended as needed. As part of this annual review process, the UNLV Center for Business and Economic Research (CBER) generates a county population forecast for SNWA each year. The CBER population forecasts are integrated into an annual review of the water demands of SNWA purveyor members and the water resources available to meet projected demands.

Because conservation effectively provides an additional resource by freeing up water that was previously consumed inefficiently or wasted, the SNWA established a conservation program in the early 1990s to begin educating residents on water use and to reduce water demands in the community. More importantly, local purveyors implemented tiered pricing structures for water, which encourage conservation by charging higher rates as water use increases. Since that time, SNWA resource planning efforts have incorporated assumptions about water conservation as one element in the portfolio of resource options identified to meet Southern Nevada's water needs in the future.

In 1993, the estimate of conservation achieved through conservation programs, water related regulations and pricing was estimated to be about 5%. In 1994, as part of a lengthy SNWA-sponsored public involvement process on integrated resource planning, a citizens advisory committee recommended that the SNWA establish a conservation goal of 10-15% by 2000. By 1996 – only two years later – this goal had been reached, with the community achieving an estimated 12% conservation. The rapid success of this achievement is attributed to changes in plumbing efficiencies, conservation programs and tiered water rates. Beginning in 1997, the SNWA Water Resource Plan incorporated a water use forecast that included the achievement of 25% conservation by the year 2010. Since then, all SNWA long-term water demand forecasts have reflected this basic assumption as the basis for water resource planning.

Previous Water Resource Plans projected that 2002 would be the first year Southern Nevada fully utilized its 300,000 acre-foot Colorado River allocation to meet water demands by local purveyors. The 2002 consumptive use was projected to be approximately 310,000 acre-feet; however, this projection reflected conservation gains necessary to reach 25% conservation by 2010 – gains that were no longer occurring. The upward conservation trend of the 1990s had not continued, peaking in 1999 at about 17% and declining to a four-year low of 13.5% in 2001, as shown in Figure 1.

Figure 1. Conservation Achieved to Date



This reversal in the trend of conservation led to higher water demand in 2002. The consumptive use of Colorado River water for 2002 was approximately 325,000 acre-feet. In future years, without continued conservation gains, the SNWA purveyor demands are likely to increase faster than expected.

Given the persistent drought conditions, higher demands and the fact that conservation results have previously been lower than the levels expected, steps must be taken now to improve demand management and to renew the community's commitment to conservation and smart water use.

The SNWA and its member agencies are committed to an ongoing conservation strategic planning process that will result in the development of a regional strategic plan to get conservation back on track to meet the 25% goal for 2010, especially in the next few years. The short-term strategy and goals should focus on reductions in Nevada's consumptive use of Colorado River water – the net amount of water we use each year and cannot get back through return-flow credit to use again to extend our water resources. This is a more aggressive conservation strategy than has existed previously, but one that is necessary to bring conservation back in line with future planning. To achieve these short-term goals, the SNWA and its purveyor members must focus on changing the outdoor water use habits of residents, since outdoor use accounts for the greatest consumption of water and the community will not receive significant resource benefits from reduced indoor use (which merely reduces deliveries from, and returns to, the Colorado River).

The development of the conservation strategic plan is essential to bring water use back in line with the demand range contained in the SNWA Water Resource Plan. It will also prove critical in positioning the community to meet future needs for conservation, as well as to prepare the region for effective management of any impacts from unforeseen drought conditions that may occur.

Chapter 2 – Water Supply

The SNWA Water Resource Plan describes a portfolio of water resources to meet expected water demands and identifies the likely priority in which those resources would be used. As noted previously, the SNWA forecasts of future water demands incorporate the achievement of 25% conservation by 2010.

To meet demands in 2004 and beyond, the SNWA will rely on access to local water resources, more aggressive conservation and drought response as described in Chapters 1 and 4, and the resource options identified in the Water Resource Plan. The timing and extent to which particular options may be used will depend on Southern Nevada's conservation, the continued achievement of needed conservation in the future, drought response and, of course, surplus declarations by the Secretary of the Interior. Development and use of a particular resource can require a variety of state and federal regulatory approvals, permits, other forms of compliance with environmental laws and regulations as well as financing and constructing of major infrastructure.

Under Interim Surplus Guidelines, there are several surplus conditions that allow the Bureau of Reclamation to make surplus water available to meet domestic demands over a state's basic apportionment. Domestic demands are direct customer uses and exclude the storage of Colorado River water for future use (that is, banking). These surplus conditions and the corresponding Lake Mead elevations are identified in Table 2, along with the availability of surplus Colorado River water for Nevada under each condition.

Table 2. Interim Surplus Guidelines

Operating Condition	Lake Mead Elevation	Availability of Interim Surplus Colorado River Water for Nevada *
Flood Control	Over 1,204'	• All beneficial uses in Nevada, including banking
Quantified	~1,204' to ~1,198'	• Divided among Arizona, Nevada and California • Priorities of use are (1) domestic, (2) off-stream banking and (3) agriculture
Full Domestic Surplus	~1,198' to ~1,145'	• All Nevada domestic demands over 300,000 acre-feet
Partial Domestic Surplus	1,145' to 1,125'	• Half of Nevada domestic demands over 300,000 acre-feet
"Normal"	Below 1,125'	• Nevada use is limited to 300,000 acre-feet, our basic Colorado River water annual apportionment

* Surplus water is also available to Arizona and California under Interim Surplus Guidelines.

The SNWA Drought Plan is designed to generate additional water savings, if and when interim surplus water is unavailable or insufficient to meet demands fully. Interim surplus and drought response are intimately related, in that both provide a near-term bridge while Southern Nevada brings on other resources in the SNWA resource portfolio.

The SNWA approaches drought response and interim surplus as complementary resource efforts, working hand-in-hand to help balance projected demands and available resources in the near term. As the availability of interim surplus water decreases because of prolonged drought, Southern Nevada's drought response must increase.

If drought conditions persist and the availability of interim surplus water is further reduced – meaning that Southern Nevada is unable to access any additional Colorado River water above its 300,000 acre-feet per year allocation – additional drought response will be required.

Other water resources may be accessed to meet future water demands along with demand management, including Southern Nevada and Arizona water banks and additional in-state, non-Colorado River resources. A more detailed discussion on SNWA's resource portfolio is contained in the SNWA Water Resource Plan.

Chapter 3 – Drought

Beyond obvious impacts on water availability, droughts can have major effects on local water planning, given Southern Nevada's dependence on water from the lower Colorado River, which is managed and operated by the Bureau of Reclamation on behalf of the Secretary of the Interior.

Droughts are a fact of life in virtually any climate and it is important to develop plans to reduce their impacts. Defining a drought can be difficult, since it is not a distinct event such as a flood, fire or hurricane. Instead, a combination of many complex factors act and interact with the environment to ensure water supplies are not replenished normally. In simple terms, a drought occurs when existing water supplies cannot meet established demands for a period of time. Communities can also induce or aggravate drought conditions through high water consumption practices or inefficient water use. The most difficult aspect of droughts is that no one can tell how long they will last.

Once a drought is well under way, there are few marginal actions that agencies can take to alleviate its effects. The most effective actions under severe drought circumstances are often direct, punitive and difficult to implement. An arid region such as Southern Nevada must be prepared to recognize drought conditions and to respond appropriately, even though the water supply may appear to be sufficient to meet local demands.

The SNWA and its purveyor members receive more than 85% of their water supply from the Colorado River. Given Southern Nevada's dependency on Colorado River water, the SNWA is taking steps to get back on track with respect to achieving its goal of 25% conservation by 2010 through the conservation strategic planning effort underway. In addition, the SNWA is continuing to aggressively pursue other water resources identified in the Water Resource Plan. Surplus Colorado River water may not be available in coming years, or it may be reduced in response to natural conditions on the Colorado River. As a result, this plan identifies drought stages to define when drought conservation measures and supply augmentation should occur to respond to drought or severe water shortage conditions.

The estimated natural flow of the Colorado River is highly variable as demonstrated by the graph shown in Figure 3. The bars show that the natural inflow of the Colorado River has ranged from about 5 million to nearly 24 million acre-feet annually. Figure 3 also demonstrates that consecutive low flow and high flow years occur. Lastly, the figure shows that the average flow of the Colorado River during the period of 2000 to 2002 has been about 10 million acre-feet per year, the lowest three-year average flow since record keeping began in 1906. Figure 4 shows natural flow and the surface elevation of Lake Mead. This figure demonstrates that above average flows lead to rising Lake Mead elevations and below normal flows lead to falling Lake Mead elevations.

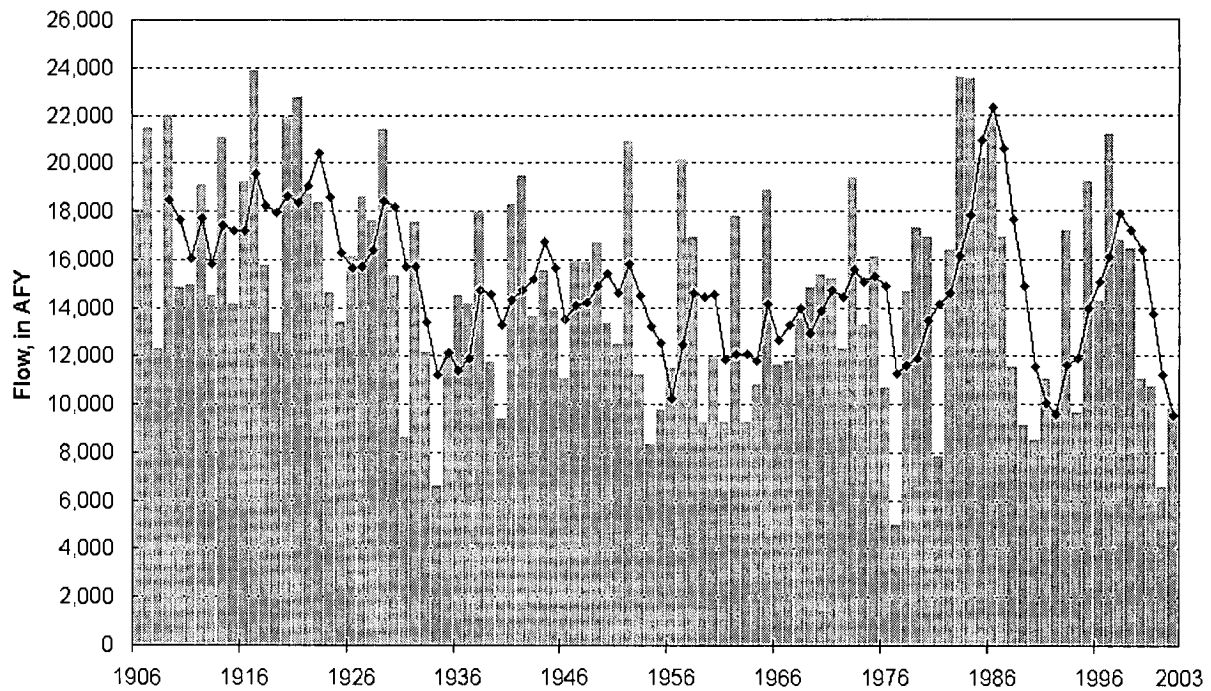


Figure 3. Natural flows at Lee's Ferry, Actual and Three-Year Running Average

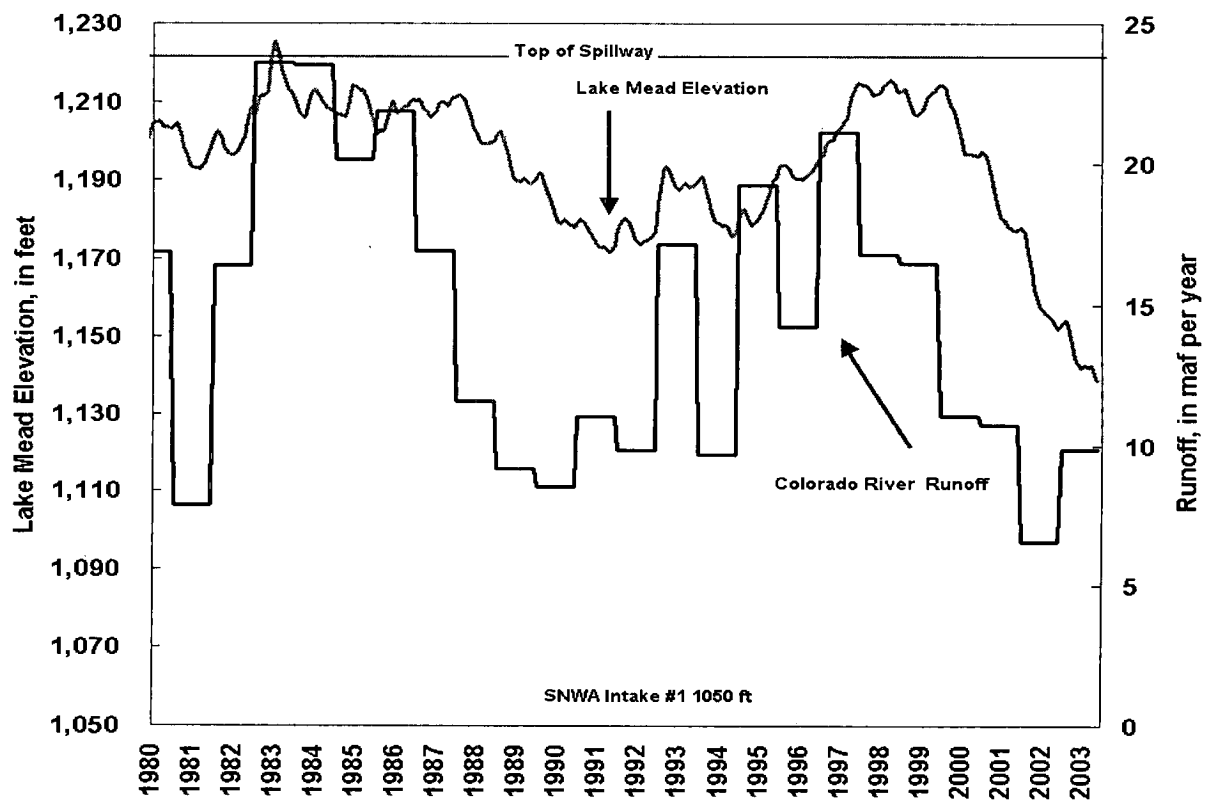


Figure 4. Historical Lake Mead Elevations

In response to four years of below normal flow, Lake Mead's surface elevation has declined from more than 1,210 feet to about 1,139 (December 31, 2003). If the natural flows of the Colorado River do not rebound, Lake Mead elevations may decline even further, and surplus Colorado River water available under the Interim Surplus Guidelines may be further reduced from the current partial domestic surplus condition to the normal operating condition, allowing Southern Nevada to use only its basic annual apportionment of 300,000 acre-feet. In order for Lake Mead water levels to recover, several years of significantly above normal runoff are needed.

The ultimate goal of the Drought Plan is to take appropriate steps to mitigate drought effects in a coordinated, regional fashion, while ensuring the preservation of local control and oversight by each affected community. This chapter as well as Chapter 4, is intended to assist the SNWA, its member agencies and local communities in managing water demands under drought or water shortage conditions.

For the purposes of drought management in Southern Nevada, the SNWA will use four water supply conditions, each tied to Lake Mead water levels as outlined in the Interim Surplus Guidelines. The triggers for these conditions are identified in Table 3.

The Drought Plan was originally adopted in February 2003, and was implemented at the Drought Watch stage. However, further declines in Lake Mead water levels resulted in elevating the drought designation to Drought Alert in November 2003, effective January 2004. The SNWA will continually monitor the effectiveness of the drought measures during the year and revisit its current Drought Alert declaration as necessary.

Under the Interim Surplus Guidelines, the four stages of water supply conditions will be as follows:

1. **No Drought** – The “no drought” stage implies that water supplies from the Colorado River are sufficient to meet Southern Nevada's needs. This stage is triggered when a full domestic surplus, quantified surplus or flood control operating condition is declared by the Bureau of Reclamation. It represents an optimum water supply situation for Southern Nevada. Local purveyor demands can be met, even if the total is greater than Nevada's 300,000 acre-feet basic Colorado River consumptive use apportionment.
2. **Drought Watch** – There is over 50% chance that the Bureau of Reclamation will declare a partial domestic surplus operating condition in their next official declaration. Under that condition, only half of Nevada's Colorado River consumptive use demands over 300,000 acre-feet can be met. Drought Watch is the lowest drought level for demand management purposes in Southern Nevada.
3. **Drought Alert** – A partial domestic surplus has been declared by the Bureau of Reclamation or that there is over 50% chance that the Bureau of Reclamation will declare a “normal” operating in their next official declaration. Under this stage, only half of Nevada's Colorado River consumptive use demands over 300,000 acre-feet will be met, with the potential for further reduction in water availability to Nevada's basic Colorado River consumptive use

apportionment of 300,000 acre-feet. Drought Alert is the second drought level for demand management purposes and represents a serious condition.

4. **Drought Emergency** – This stage implies that a “normal” operating condition exists; however, this is actually most severe drought level for demand management purposes. Under this stage, customer demands can only be met to the level of Nevada’s basic apportionment of 300,000 acre-feet, or some lesser amount to be defined by the circumstances. The SNWA utilized a citizens advisory committee to develop Drought Emergency measures, which are currently being reviewed.

To determine water supply conditions, the SNWA monitors the Bureau of Reclamation’s “Annual Operating Plan for Colorado River System Reservoirs” and forecasts of Lake Mead’s surface elevation to examine the likelihood of reductions in Colorado River water available for use in Nevada and to identify other factors that may influence the availability of Colorado River water in the next two years. Key factors in the monitoring process are the Bureau of Reclamation’s fall and spring forecasts of Lake Mead’s surface elevation. The Bureau of Reclamation’s fall forecast provided a strong indication of expected conditions in the coming year and a reasonable outlook for the following year (the Bureau of Reclamation updated forecast is available at www.usbr.gov/lc/region/g4000/24mo.pdf). The 2004 spring forecast, which considers snow pack and runoff conditions, is expected to provide a more certain outlook of expected conditions on the Colorado River. This will allow the SNWA to reevaluate its response to drought conditions.

Table 3. Southern Nevada Water Supply Status

Stage	Trigger*	Water Availability from Colorado River
No Drought	A full domestic surplus, quantified surplus or flood control operating condition is declared by the Bureau of Reclamation (BOR)	All Nevada’s customer demands can be met, even if greater than Nevada’s 300,000 AFY basic apportionment
Drought Watch	There is over 50% chance that the BOR will declare a partial domestic surplus operating condition in their next official declaration	Potential that only ½ of Nevada’s customer demands greater than 300,000 AFY can be met in the following year
Drought Alert	A partial domestic surplus has been declared by the BOR <i>or</i> There is over 50% chance that the BOR will declare a “normal” operating condition in their next official declaration	Only ½ of Nevada’s customer demands greater than 300,000 AFY can be met, with potential for further reduction in the following year
Drought Emergency	“Normal” operating condition (or less) exists	Nevada can only meet customer demands equal to basic apportionment of 300,000 AFY, or some lesser amount to be defined by the circumstances

* The impact of other factors that may influence the availability of interim surplus Colorado River will be considered in determining the drought stage.

Recommended measures to address the four drought stages are provided in Chapter 4. Water resources available to meet Nevada's water demand over 300,000 are identified in Chapter 2. Declarations of drought or water shortage conditions are made by the SNWA Board following consultations between SNWA staff and representatives of SNWA member agencies.

The declaration of a drought stage by the SNWA Board requires the member agencies to address immediate drought response needs. The agencies are called upon to carry out response functions, as outlined in the next chapter, to lessen the impacts of drought on their community. The SNWA recognizes the fact that droughts can be different in intensity and because of this, the SNWA Board makes decisions in the course of a particular drought regarding the intensity and advises its member agencies accordingly. If conditions subside after an initial drought declaration, the declaration of drought can be lifted and the level of the drought response adjusted. If drought conditions worsen and emergency conditions threaten, each agency may find that existing measures are not effective enough and more restrictive measures may be required. In that case, the agencies will have to tailor their responses to the actual drought conditions. It is the goal of the SNWA to ensure that any discomfort, difficulty, or potential loss is minimized in such a situation as the community seeks to maximize benefits from the limited supply.

This page has been intentionally left blank.

Chapter 4 – Recommended Drought Response Measures

This chapter lays out a comprehensive vision for how the SNWA and its member agencies will work together to implement proactive drought response measures to ensure appropriate demand reductions occur during periods of drought. Experience has shown that the most effective approach to accomplish these goals is to coordinate mitigation response actions between the SNWA Board, local purveyors and residents in a timely manner.

This plan anticipates what can be done in the early stages of drought and moves through increasingly more complex drought levels and possible actions. Some drought response measures listed require minimal customer effort. Measures become mandatory, more costly, and sometimes intrusive only as drought progresses. All drought measures apply to all qualities of water be it recycled, reclaimed, raw, or potable.

In the event any measure in this plan conflicts with a use of water reasonably required to comply with an existing law, that use shall be considered exempt.

The following subsections describe tools and techniques that can assist the community in modifying water demands to meet available supplies. Because the result from a particular measure may vary depending on specific conditions, additional measures may be required to achieve needed effects. For this reason, the chapter is not meant to be exhaustive, but is intended as a reference to help purveyors and the community better coordinate efforts to achieve the levels of conservation response necessary during times of drought.

4.1 Landscape Watering Restrictions – Mandatory Seasonal Scheduling

General Provisions. Each purveyor is responsible for developing watering restrictions that apply to their respective jurisdiction. These restrictions are described in Table 4.

During Drought Watch, all current watering restriction exemptions apply. During Drought Alert, there is a 30-day exemption for new landscape installations during the months of September through April. The planting of cool-season turf (for example, tall fescue or rye grass) is prohibited during the months of May through August; however, the planting of warm-season grasses such as bermuda and zoysia is permitted. The planting of cool season grasses is permitted only during the months of September through April. (Please see the matrix on pp. 29.)

Community Use Recreational Turf Areas. Public and private community use recreational turf areas (for example, athletic parks) are permitted to water turf areas twice per week during the months of November through February.

Golf Courses. Whereas the nature of water use on a golf course allows accurate measurement of water applied per acre, golf courses are required to comply with water budgeting policies in lieu of specific water schedules.

Table 4. Watering Restrictions

	Drought Watch	Drought Alert
Winter (November – February)	One Assigned Day per Week	One Assigned Day per Week
Spring (March – April)	3 Assigned Days per Week + Sunday (optional)	3 Assigned Days per Week
Summer (May – August)	Any Day	Any Day
Fall (September– October)	3 Assigned Days per Week + Sunday (optional)	3 Assigned Days per Week

4.2 Other Outdoor Water Use Restrictions

Surface, Building and Equipment Washing (excluding motor vehicles). During Drought Watch and Drought Alert drought conditions, surface, building, and equipment washing is prohibited unless the water is discharged to a sanitary sewer through approved methods or contained on site.

Vehicle Washing. During Drought Watch and Drought Alert, washing of personal vehicles upon residential properties is limited to not more than once per week per vehicle and requires a positive shut-off nozzle. There is no limitation on washing frequency if using the guidelines for commercial vehicles or with high-pressure, low volume sprayers as follows. Commercial vehicles may only be washed at a commercial facility where water is discharged to the sanitary sewer through approved methods or; with the use of a high-pressure, low volume sprayer using less than 10 gallons per vehicle.

4.3 Landscape Development Codes

Landscape development shall be limited as described below. In the case of permits issued prior to the adoption of these restrictions, the development rules at the time of permitting shall apply. The following landscape development codes apply during Drought Watch:

Residential Restrictions. There will be no additional landscape development restrictions on single-or multi-family development, except that new installations of ornamental turf shall be prohibited in common areas of residential neighborhoods. This restriction shall not apply to public or private community parks.

Non-Residential Restrictions. No new turf installations shall be allowed in non-residential developments, except by issuance of a permit from the governing jurisdiction. Under no circumstances shall a permit allow for over 50 percent of the turf allowed under non-drought conditions.

- Any development or facility that has obtained a permit for construction or is under construction during the drought stage will not be subject to these restrictions as long as the turf is considered to be functional.

Each planning jurisdiction is required to notify the public of the potential landscape development impacts of a Drought Alert drought condition once Drought Watch is declared.

The following landscape development restrictions apply during Drought Alert:

Residential Restrictions.

- No new turf installation will be allowed in residential front yards.
- New turf installation in residential back yards shall not exceed 50% of the landscapeable area.
- Multi-family residences allowed new turf up to 50% of the turf limitations under non-drought conditions.
- Installation of warm-season grasses is permitted during the summer months. The planting of cool-season grasses are prohibited May through August. During the months of September through April, a 30-day exemption on watering day restrictions will be made for new landscape installations.

Non-Residential Properties. The restrictions defined in Drought Watch shall continue to apply.

4.4 Mist Systems for Human Comfort

Residential mist systems are not restricted under Drought Watch and Drought Alert; however, commercial use is allowed in Drought Watch and Drought Alert only under the following conditions:

- Months of June, July and August only; and,
- Between noon and 10 p.m. only

4.5 Conservation Provisions for Golf Course Irrigation

Golf courses will be subject to water budgets, with appropriate surcharges applied to any water used over the budgeted amounts. Courses that exceed their water budget will have significant financial penalties assessed to the excess water use as shown in Table 5. Surcharges will be assessed on an annual basis and will be in addition to the price paid for water.

For the purpose of applying this policy, golf courses are water budgeted based upon acre-feet of water (including potable, raw, reclaimed, and recycled water) for each acre currently being irrigated. The irrigated acreage includes lakes and ponds existing within a golf course and lakes and ponds serving in total or in part, as a golf course irrigation reservoir. Once measured, the irrigated acreage shall remain fixed, thus creating incentive for golf courses to convert unneeded turf to other styles of water efficient landscaping. However, if a golf course expands its course by increasing the number of playing holes, a new irrigated acreage will be determined.

Water used in excess of budgeted amounts will be subject to a surcharge as described in Table 5.

Table 5. Water Budget Financial Penalties for Golf Courses

Percentage of budget	101 to 120 percent	121 to 140 percent	Over 140 percent
Surcharge to apply to water use in excess of budget	2.0 times the highest rate paid for water within budget	4.0 times the highest rate paid for water within budget	8.0 times the highest rate paid for water within budget

In the event a golf course utilizes multiple sources of water provided at different rates, the water budgeting surcharge rate will be calculated proportionately. Each water purveyor will develop and implement its own process for billing and collection of water budget penalties.

In addition, all golf courses are required to submit and implement a plan to maximize outdoor water use efficiency.

4.6 Conservation Provisions for Schools, Parks and Government Facilities

These conservation provisions will only apply to schools, parks and government facilities with over 5 acres of turf. Under both Drought Watch and Drought Alert, these facilities are subject to drought surcharges and are required to comply with mandatory landscape watering restrictions. These facilities must conduct a self-assessment of water conservation potential and implement a plan to maximize outdoor water use efficiency. Under Drought Alert, these facilities have an additional requirement to submit a report of water use reductions.

4.7 Man-Made Lakes

All man-made lakes with over one acre of surface area, where all or part of the water used is water delivered by an SNWA agency, is subject to these provisions. Under Drought Watch and Drought Alert, lakes that serve, in whole or part, as a functional reservoir for a golf course are included in the calculation of a golf course water budget. All other man-made lakes shall pay drought surcharges on all fill water during Drought Watch and Drought Alert.

4.8 Restrictions on Operation of Ornamental Fountains and Water Features

All fountains and water features owned or operated by any person holding an account with an SNWA member agency are subject to drought restrictions (these are listed in the matrix following this chapter). This includes the use of SNWA agency water that has been recycled or reprocessed by the customer.

The following uses are exempt:

- Fountains and water features supplied by privately-owned water rights.
- Fountains and water features of less than 25 square feet surface area at single family residences during Drought Alert.
- Fountains and water features of less than 200 square feet surface area at single family residences during Drought Watch.
- Fountains or water features that are necessary and functional components serving other allowable uses (for example, storage ponds on a golf course or aeration devices).
- Indoor water features, or features with the majority of the total water volume contained indoors or underground. If practical alternatives exist for separating indoor and outdoor components, they shall be separated and managed accordingly.
- Recreational water parks, both public and private.
- Fountains and water features at resorts as defined by the governing jurisdiction.
- Fountains or water features necessary to sustain aquatic animals, provided that such animals are of significant value and have been actively managed within the water feature prior to declaration of drought.
- Residential and commercial fountains or water features that have adequately completed (to the standards of the appropriate governing jurisdiction) the specific turf removal activities outlined below:
 - Removal of turf at the property with the fountain or water feature at a 50:1 ratio of turf to fountain surface area. For every square foot of fountain surface area, 50 square feet of turf must be removed.
 - Should the property with the fountain have no turf, an annual fee of \$10 per square foot of fountain surface area, must be paid to the appropriate jurisdiction during each year of Drought Watch and Drought Alert. These fees will be added to the SNWA's Water Smart Landscapes program budget to fund future turf removals.
 - Should the property with the fountain have some turf, but not enough to meet the 50:1 ratio, all non-functional turf must be removed and the annual \$10 fee must be paid for the remainder of fountain surface area not covered by the turf conversion during each year of Drought Watch and Drought Alert.
 - Should the fountain be on a multi-family property, the appropriate jurisdiction will work with the property owners to determine which turf is non-functional and must be removed.

Any turf removed prior to the adoption of the Drought Plan and declaration of drought status cannot receive credit for the conversion in order to maintain a fountain or water feature. In addition, any turf removed after the adoption of the Drought Plan and declaration of drought status, which received a rebate through the SNWA Water Smart Landscapes program cannot receive a credit for the conversion in order to maintain a fountain or water feature.

4.9 Drought Surcharges and Rate Incentives

Drought surcharges are temporary pricing measures intended to encourage reduction in water consumption during drought conditions. Drought surcharges are a pricing strategy based on the economic law of demand that states as the price of a resource increases, the demand for the resource decreases. Studies have found the price elasticity of water to be consistent with the law of demand, but at an inelastic level. Price inelastic demand means that the percent change in the quantity demanded of a product (such as water) would be expected to change to a lesser degree than a change in the price of the product. For example, a 5% price increase will not result in a 5% decrease in demand. The demand will decrease by something less than 5%. As a result, using drought surcharge pricing to influence water use behavior may require prices to increase at rates that are higher than the expected relative change in water use. For example, it may take a 20% increase in the price of water to reduce water use by 5%.

Drought surcharges apply to all customer classes in conjunction with the purveyor's existing rate structure; however, purveyors may also structure surcharges based upon type of use. Staff from SNWA member agencies will work together to ensure that rates accomplish the goal of balancing resources with customer demands.

The water purveyors have developed drought surcharges in their respective jurisdictions to achieve the regional water use reduction goals. Because of the importance of evaluating a range of possible drought surcharge alternatives and the range of possible outcomes in developing drought surcharges, a workgroup comprised of financial representatives from the SNWA and its member agencies will convene to ensure reasonable equity among all jurisdictions in the development of rates and surcharges. The intent is to continue to provide affordable water to meet basic needs while creating incentive for reducing waste and overuse.

Drought surcharges may be modified as needed based upon the community's performance in meeting water demand reduction goals.

4.10 Water Waste Enforcement

Allowing water to run off into a street, alley, right-of-way, gutter or drain, or failure to repair a controllable leak is prohibited. Water waste is governed by city and county ordinances and water purveyor policy. During Drought Watch and Drought Alert, the water purveyor serving the affected property will investigate complaints and after one warning is given, mandatory violations or penalties will be imposed.

All jurisdictions adopted regulations strengthening water waste penalties under Drought Alert.

4.11 Incentive Programs

To help achieve further water efficiency gains during drought conditions, SNWA offers a number of incentive programs to promote outdoor conservation, including the Water Smart Landscapes program and the Irrigation Clock rebate program. The Water Smart Landscapes

program provides incentives for residents and businesses to replace ornamental turf with water efficient landscaping. The incentive program pays \$1 per square foot of turf converted to qualifying participants. Since 1999, over 18 million square feet of turf have been converted, resulting in an estimated 1.1 billion gallons of water saved annually.

The SNWA will continue to work with its member agencies to identify projects or activities to further promote conservation and water efficiency.

4.12 Public Involvement and Awareness

As part of ongoing development of this plan, the SNWA provided an opportunity for the general public to become involved and invested in drought-related decisions through the establishment of a 28-member Drought Citizens Advisory Committee (CAC). The CAC was established on January 23, 2003 and began conducting a series of twelve meetings over the next six-month period. The committee developed a series of recommendations for a Drought Emergency as defined by the plan, and provided input on those measures identified for the first two drought stages. A complete review of the CAC findings is available in the Drought Citizens Advisory Recommendations Report.

The SNWA has created a public awareness program to solicit public support and cooperation for the effective and prudent use of water during drought conditions. Public education efforts have identified development and implementation of a coordinated outreach campaign targeting the entire community, including government organizations, businesses and youth, through the use of newsletters, media coverage, bill inserts, local displays, advertising and the creation of partnership programs with businesses and industries. These techniques and others provide communication links among organizations and the people that they serve.

Matrix

The following matrix summarizes drought response measures under the various drought stages. The SNWA will continue to advise its member agencies on drought conditions and responses, and makes decisions based on the best possible data available. Each member agency is committed to taking all actions within its authority to implement these drought measures within its geographic area or jurisdiction as provided in this Drought Plan. Some of these measures are already in place as they have been included in existing policies or ordinances.

As noted, the SNWA established the Drought Citizens Advisory Committee to help develop measures for Drought Emergency. The committee was comprised of affected local stakeholders and served as a source of public input to assess the plan's elements and make recommendations for changes, improvements or other steps necessary to ensure conservation goals are achieved. The SNWA Board accepted the CAC Recommendations Report in September 2003.

The CAC's recommendations are currently being reviewed by technical representatives from the Authority's member agencies.

This page has been intentionally left blank.

Component	Drought Watch	Drought Alert	Drought Emergency
Landscape Watering Restrictions (See pp. 20)	Mandatory seasonal watering schedules for sprinklers: • 3 assigned days per week + Sunday (optional) (Mar-Apr and Sept-Oct) • 1 assigned days per week winter (Nov-Feb) Increased enforcement of existing time of day restrictions.	Mandatory seasonal watering schedules for sprinklers: • 3 assigned days per week (Mar-Apr and Sept-Oct) • 1 assigned day per week winter (Nov-Feb) Increased enforcement of existing time of day restrictions.	<i>Under development.</i>
Surface, building and equipment washing (See pp. 20)	Prohibited unless water is discharged to sanitary sewer through approved methods or contained on site.	Prohibited unless water is discharged to sanitary sewer through approved methods or contained on site.	<i>Under development.</i>

Component	Drought Watch	Drought Alert	Drought Emergency
Vehicle washing (See pp.20)	Positive shut-off nozzle required for residential use. Commercial vehicle washing prohibited except: 1) where water is captured to sanitary sewer through approved methods, or 2) commercial, high-pressure processes using less than 10 gallons per vehicle.	Positive shut-off nozzle required for residential use. Commercial vehicle washing prohibited except: 1) where water is captured to sanitary sewer through approved methods, or 2) commercial, high-pressure processes using less than 10 gallons per vehicle.	<i>Under development.</i>

Component	Drought Watch	Drought Alert	Drought Emergency
Mist systems for human comfort (See pp. 21)	Commercial use allowed only under the following conditions: • Months of June, July and August only, and; • Between noon to 10 p.m. only.	Commercial use allowed only under the following conditions: • Months of June, July and August only, and; • Between noon to 10 p.m. only.	<i>Under development.</i>
Water budgeting for golf courses. Includes reclaimed water. (See pp. 21)	Subject to water budgets. Budgets shall be calculated based upon the current irrigated acreage. Overuse surcharges shall apply. Required to submit and implement a plan to maximize outdoor water use efficiency.	Subject to water budgets. Budgets shall be calculated based upon the current irrigated acreage. Overuse surcharges shall apply. Required to submit and implement a plan to maximize outdoor water use efficiency.	<i>Under development.</i>

Component	Drought Watch	Drought Alert	Drought Emergency
Public parks, schools and governmental facilities with over 5 acres of turf (See pp. 22)	Subject to drought surcharges. Required to abide by mandatory landscape watering restrictions. Must conduct a self-assessment of water conservation potential and implement a plan to maximize outdoor water use efficiency.	Subject to drought surcharges. Required to abide by mandatory landscape watering restrictions. Must conduct a self-assessment of water conservation potential and implement a plan to maximize outdoor water use efficiency. Required to submit a report of water use reductions.	<i>Under development.</i>
Man-made lakes (See pp. 22) (All man-made lakes with over one acre of surface area, where all or part of the water used is water delivered by an SNWA agency, will be subject to these provisions)	Lakes which serve in total or part as a functional reservoir for a golf course shall be included in the calculation of a golf course water budget. All other man-made lakes shall pay drought surcharges on <u>all</u> fill water.	Lakes which serve in total or part as a functional reservoir for a golf course shall be included in the calculation of a golf course water budget. All other man-made lakes shall pay drought surcharges on <u>all</u> fill water.	<i>Under development.</i>

Component	Drought Watch	Drought Alert	Drought Emergency
Fountains and Ornamental water features (less than one acre surface area) (See pp.23)	Use prohibited. Exemptions provided as allowed by jurisdictional governmental bodies. (See section 4.8)	Use prohibited. Exemptions provided as allowed by jurisdictional governmental bodies. (See section 4.8)	<i>Under development.</i>
Water Rates and Surcharges (See pp.24)	All SNWA water purveyors shall assess surcharges predicted to reduce demand in a quantity deemed necessary to meet the expendable supply of water. Surcharges may be adjusted as deemed appropriate based upon community conservation performance.	All SNWA water purveyors shall assess surcharges predicted to reduce demand in a quantity deemed necessary to meet the expendable supply of water. Surcharges may be adjusted as deemed appropriate based upon community conservation performance.	<i>Under development.</i>
Water waste enforcement (See pp.24)	• Mandatory violation/penalties after first warning. • Increase enforcement.	• Mandatory violation/penalties after first warning. • Increase water waste penalties. • Increase enforcement.	<i>Under development.</i>

Component	Drought Watch	Drought Alert	Drought Emergency
Strengthen incentive programs (See pp.24)	Increase SNWA outdoor water conservation incentives by 25 percent.	Increase SNWA outdoor water conservation incentives by 35 percent.	<i>Under development.</i>

This page has been intentionally left blank.

CITY COUNCIL MEETING OF
April 7, 2004

VERBATIM TRANSCRIPT – ITEM 81

1 **Discussion and possible action on amendments to the Southern Nevada Water Authority**

2 **Drought Plan**

3

4 **Appearance List:**

5 OSCAR GOODMAN, Mayor

6 SEAN ROBERTSON, Planning and Development Department

7 GARY REESE, Councilman

8 DOUG SELBY, City Manager

9 LARRY BROWN, Councilman

10

11

12

13 (9:54 – 10:04)

14 **1-1692**

15

16

17

18 10 minutes

19

20

21

22 Typed by: Stacey Campbell

23 Proofed by: Gaby Portillo-Brenner

CITY COUNCIL MEETING OF
April 7, 2004

VERBATIM TRANSCRIPT – ITEM 81

24 **MAYOR GOODMAN**

25 Item 81. Discussion and possible action on amendments to the Southern Nevada Water
26 Authority Drought Plan. This pertains, of course, to all the Wards.

27

28 **SEAN ROBERTSON**

29 Thank you, Mayor and Council. Sean Robertson again, Planning and Development. This item is
30 the revisions to the SNWA Drought Plan, and, upon your direction, we'll submit a request to
31 amend Title 14 of the Municipal Code to implement them accordingly. The most significant part
32 of these changes deals with how we can grant exemptions for water features. Currently, our
33 ordinance says that if you would like an exemption for a water feature, you must save 50 times
34 the amount of water that your water feature uses through some sort of turf conversion. If you
35 can't achieve that on your property, you can find another property to do it. This plan will allow
36 for a fee to be paid instead of having to find another property to make up the difference. That fee
37 will be paid into the SNWA rebate program, so it will still achieve the water savings but without
38 the difficulty of having, – to monitor multiple properties for one water feature. It also includes
39 an annual fee to be paid in every subsequent year in which either a drought alert or drought
40 watch is declared of – say, two hundred and fifty dollars per year for each water feature.

41 Other change in the language deals with, that the, it will apply these rules to every account
42 holder of a member agency, not just the source of water. Right now, people are importing water
43 from other locations. This will say that, if you are an account holder, your fountain will be
44 restricted through these rules. And, the other thing that it does is it relaxes the requirements for
45 misting systems and car washing, so that they're the same in drought alert as they are in drought
46 watch. Which means you could have your misting systems in a commercial development in
47 June, July and August and you can still wash your car once a week at home.

48 And the last thing I want to point out is that these still do not include drought emergency
49 restrictions 'cause they are still being developed. Thank you.

CITY COUNCIL MEETING OF
April 7, 2004

VERBATIM TRANSCRIPT – ITEM 81

50 **MAYOR GOODMAN**

51 Thank you very much. Are there any questions?

52

53 **COUNCILMAN REESE**

54 I got a question, Your Honor.

55

56 **MAYOR GOODMAN**

57 Yes, Sir?

58

59 **COUNCILMAN REESE**

60 Dr. Selby, did you find an answer to my question on Monday?

61

62 **DOUG SELBY**

63 Yes, I did, and they are giving cash rebates.

64

65 **COUNCILMAN REESE**

66 Thank you.

67

68 **DOUG SELBY**

69 It's taking them four to six weeks to process them, but they're doing that.

70

71 **COUNCILMAN REESE**

72 Thank you. Just for your information, Your Honor, I did take all my turf out of my house. I do
73 have rock landscaping at my house now, and I hate it.

74

75 **MAYOR GOODMAN**

76 Well, the reason that you hate it is because the guy who did it discovered that you have scorpions
77 all over your yard now.

CITY COUNCIL MEETING OF
April 7, 2004

VERBATIM TRANSCRIPT – ITEM 81

78 **COUNCILMAN REESE**

79 That's it. You got it.

80

81 **MAYOR GOODMAN**

82 All right.

83

84 **COUNCILMAN REESE**

85 Anyhow then no other questions, Your Honor, I'll make a motion for approval, Your Honor.

86

87 **MAYOR GOODMAN**

88 I think Councilman –

89

90 **COUNCILMAN BROWN**

91 Just, thank you, Your Honor. Sean or, – Mr. Selby, I'd like to just hear a little more reason
92 behind the annual fee for the water features.

93

94 **DOUG SELBY**

95 Let me take a shot at this, Sean. The idea was that the jurisdiction that governs the, or that the
96 fountain occurs in, would levy a fee that it deemed appropriate, and I think two hundred and fifty
97 dollars a year was thrown out. There we're, had been an original proposal that would have, the
98 Water Authority or Water District would have levied a much higher fee per year for the –
99 continued use of the fountain. So, this is a little bit more modest than originally proposed, and
100 it's strictly up to us as to how much we levy.

101

102 **COUNCILMAN BROWN**

103 Okay, without rehashing the debate we had a few months ago, I still think the purpose, the
104 program's purpose is to have these people that use the decorative features or fountains or
105 reflective pools, to have them go out and retrofit either their property or other properties. I think
106 that's very important because there's real savings. But I just, my sense from this is that it's
107 somewhat punitive, it's – almost, while we're not satisfied with real savings we want to also

CITY COUNCIL MEETING OF
April 7, 2004

VERBATIM TRANSCRIPT – ITEM 81

108 charge you for the privilege of using water, and I just, I – see no rational but for this portion of
109 the ordinance of what for the fact that someone wants to collect money for these features, and I,
110 – thought that debate was handled a few months ago and brought back before the Authority
111 members and just, I don't see the nexus between that. Unless we're just going to start having
112 people pay for the privilege of water. And, if that's the case, I'm not so sure single, singling out
113 reflective pools is the direction we should be heading. Or, if it is, there's certainly a lot of other
114 uses of water that are more abusive and more wasteful than some of these features. My
115 understanding also is the fact that the City determines that annual fee?

116

117 **DOUG SELBY**

118 That's correct.

119

120 **COUNCILMAN BROWN**

121 Okay.

122

123 **DOUG SELBY**

124 What, – we're presenting today is the, – modified ordinance as proposed by the committee that
125 developed it. The Council, at it's discretion, will be able to adopt the ordinance in whatever
126 fashion it chooses to approve it.

127

128 **COUNCILMAN BROWN**

129 Very good.

130

131 **MAYOR GOODMAN**

132 And I – would say this, Councilman. To my recollection, I'm a member of the Water Authority,
133 I don't recall, and I think I've made all the meetings, I don't recall any discussion about that
134 particular aspect of it, as far as a fee that's gotta be charged when one engages in this kind of
135 activity. I, it may just be a lack of recollection on my part, but I just don't remember discussion
136 concerning that. I was very, very happy that Councilman Brown took the lead on this issue and
137 the Council supported him, because I believe that we were talking about reality rather than

CITY COUNCIL MEETING OF
April 7, 2004

VERBATIM TRANSCRIPT – ITEM 81

138 perception, and it works. All you have to do is go to the corner of Rancho and Sahara and look
139 at the property that's owned by – Mr. Thomas. And, they have a sign there talking about the
140 phenomenal savings of water, beautiful desert landscaping, and that's what we're trying to
141 accomplish here.

142 I don't know whether we could adopt this independent or exclusive of that provision or to know
143 that it's in there and not have to exercise it when matters come before the City. I guess either
144 one reaches the same conclusion.

145

146 **COUNCILMAN BROWN**

147 And, I think, if there's a justification for the fee, a reflective pool in the lobby versus a cascading
148 waterfall, I'm sure the – price would – be different. But what – are we going to do with the fee?
149 Are we going to use it to retrofit City facilities, as far as fixtures or retrofit turf or, there just
150 seems to be an arbitrary decision just to charge people for this privilege, or again, this right to
151 use the water, and, unless there's a reason that we're collecting the fee, to use that fee for
152 something along the lines of conservation, I think that's just arbitrary.

153

154 **DOUG SELBY**

155 Maybe Sean can add to this, but it was my understanding that the fee would be assessed by the
156 jurisdiction; we would decide what to do with that, if it's imposed by the City of Las Vegas. The
157 idea was that the fee would only be required during the drought period. Once the drought ended,
158 the fee would go away, the fountain restrictions would be lifted. There would be, I guess, a little
159 nexus in that we'd probably monitor that fountain from time to time to make sure it was still in
160 compliance.

161

162 **COUNCILMAN BROWN**

163 That's, – what I needed to hear. And, separate from that, I'd like to commend Sean and the City
164 and – certainly, the Authority. I think this latest version is – far more realistic in – our goal, as
165 far as conserving water, and being able to justify to the residents. We've built some reality into
166 this whole perception argument, as far as the misters and washing cars and things like that. It's –
167 been a great tool to raise the awareness of this community about the critical situation we're in

CITY COUNCIL MEETING OF
April 7, 2004

VERBATIM TRANSCRIPT – ITEM 81

168 and I think, at least from the feedback I've received, the constituency is responding. They're
169 starting to gain more knowledge and have a far greater appreciation for the desert community
170 and the natural resource that's so precious. So, I'd, I thank you for the work that's been done.
171

172 **MAYOR GOODMAN**

173 And I will state, without the City taking the position that they did, we wouldn't be to this point
174 because it was resisted initially by the Water Authority and we had to press forward with it and
175 ruffle some feathers along the way but I think the bottom line is that we've done the right thing
176 and I think that the area's going to be better off as a result of it. One last question before I call
177 for the vote. Dr. Selby, the river? Will the river start flowing again?
178

179 **DOUG SELBY**

180 If we completely adopt the proposed ordinance, then we'd be precluded from using an alternate
181 water source and one concept for the loose street water feature, the Oscar's River, would be to
182 use shallow aqua for water that now is being discharged as waste water into our storm drain
183 system. Our engineering department's looked at that and determined it is feasible. So, your
184 action today is simply to hear an update on this. We aren't introducing the ordinance at this time
185 so we can introduce it with recognition of the desire of the Council to allow for an alternate
186 water source to be used or in conformance with what everybody else has here.
187

188 **MAYOR GOODMAN**

189 All right.
190

191 **COUNCILMAN REESE**

192 I would change my motion, Your Honor, to state that.

CITY COUNCIL MEETING OF

April 7, 2004

VERBATIM TRANSCRIPT – ITEM 81

193 **MAYOR GOODMAN**

194 All right. Thank you. As just stated by Dr. Selby, let's vote on that quickly. All right. Post.

195 Motion carries. (**Motion carried unanimously with L.B. McDONALD excused.**) Thank you.

196 Very Good.

197 **(END OF DISCUSSION)**

198 /sc;gpb

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 7, 2004

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC

☐

CONSENT

☒

DISCUSSION

SUBJECT:

RESOLUTIONS:

R-58-2004 - Discussion and possible action regarding a Resolution Adopting a Permit and Service Fee Schedule for the Department of Fire and Rescue

Fiscal Impact

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division:

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

The NFPA 1, Uniform Fire Code, 2003 Edition, as adopted by the City, authorizes the adoption of a fee schedule relating to permits and other services obtained from the Department of Fire and Rescue. This Resolution will adopt a fee schedule to correspond to the Fire Code. Affected parties have been notified of the fees contained within the fee schedule.

RECOMMENDATION:

It is recommended that the City Council adopt this Resolution and authorize its execution.

BACKUP DOCUMENTATION:

Resolution No. R-58-2004

MOTION:

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

MINUTES:

DAVID WASHINGTON, Chief, Las Vegas Fire and Rescue, noted that the correct charge is \$80 and would reach a maximum of \$160, consistent with the Fire Code adopted by Council in February 2004. A letter of notification was sent to the impacted businesses and no negative responses were received.

(10:04 – 10:06)

1-2103

RESOLUTION ADOPTING A PERMIT AND SERVICE FEE SCHEDULE
FOR THE DEPARTMENT OF FIRE AND RESCUE

WHEREAS, Section 1.18 of the NFPA 1, Uniform Fire Code, 2003 Edition, as adopted by the City pursuant to LVMC Chapter 16.16, contemplates and authorizes the adoption of a Permit and Service Fee Schedule to establish fees for permits and services rendered by the Department of Fire and Rescue; and

WHEREAS, a list of such fees has been prepared and included in the Permit and Service Fee Schedule, which is attached hereto and incorporated by this reference; and

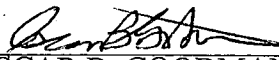
WHEREAS, the City Council desires to adopt the Permit and Service Fee Schedule as a means of formalizing the fees chargeable by the Department of Fire and Rescue.

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

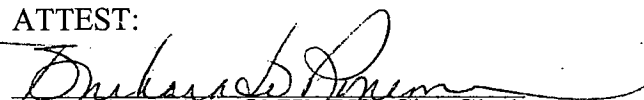
1. The Permit and Service Fee Schedule attached hereto is adopted.
2. A copy of the Permit and Service Fee Schedule shall be maintained on file in the Office of the City Clerk, and other copies shall be made available in the offices of the Department of Fire and Rescue.
3. In accordance with the NFPA 1, Uniform Fire Code, 2003 Edition, as adopted by the City, the Permit and Service Fee Schedule may be amended from time to time by the City Council.

PASSED, ADOPTED, AND APPROVED this 7th day of April, 2004.

CITY OF LAS VEGAS

BY 
OSCAR B. GOODMAN, Mayor

ATTEST:


BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM

Val Steel 3-23-04
Date

LAS VEGAS FIRE & RESCUE

FIRE PREVENTION DIVISION

PERMIT AND SERVICE FEE SCHEDULE

I. GENERAL

Purpose

The purpose of this Permit and Service Fee Schedule is to establish fees for permits required in the NFPA 1/Uniform Fire Code, as adopted by the City of Las Vegas, and to establish fees for services performed by Las Vegas Fire and Rescue, Fire Prevention Division.

Definitions

All terms not defined in this Schedule have the meanings set forth in the NFPA 1/Uniform Fire Code, as adopted by the City.

Permit and Service Fees

The following fees shall be paid to the City of Las Vegas, in accordance with this schedule:

Annually Renewable Permits. For each permit category listed in the table in Section II below, the fee shall be \$80.00, unless the table indicates otherwise.

Temporary Permits. For each permit category listed in the table in Section III below, the fee shall be \$80.00, unless the table indicates otherwise.

Fire Engineering-Related Permits. For each permit category listed in the table in Section IV below, the minimum fee shall be \$80.00 (or higher based on Table 3-A of the Uniform Administrative Code, Building Permit Fee Column).

Hazardous Materials Storage. For the storage of hazardous materials, the fees shall be \$80.00 multiplied per range, as indicated in the Range Calculation Table set forth in Section V below. The range is based upon maximum quantities stored at any given time. The fee for Hazardous Materials Storage is independent of the fee for annually renewable permits listed in the table in Section II below.

Miscellaneous Services and Activities. For other miscellaneous services and charges, the fees shall be as set forth in the table in Section VI below.

Record-Related Requests. For requests for records, photographs or other documents, the fee shall be as set forth in Section VII below.

General Provisions

There are various types of fees set forth in this Permit and Service Fee Schedule that are separate and independent of the others. A permit is required for each building address. Each business in a building must have a permit if required. Failure to pay the fee within the time period specified on the Permit Application, Work Order or Invoice from the City of Las Vegas, is sufficient grounds to withhold a permit, inspection or to void a permit previously issued. In addition, the failure to obtain or renew a permit in a timely manner shall result in penalty fees being assessed.

A permit fee is not refundable if an applicant fails to qualify for or receive a permit. The failure to apply for a permit may result in action permitted or prescribed by law.

The initial permit fee and the subsequent fee for renewal of a permit includes, and is intended to offset the cost of initial inspection and plan review required in connection with the issuance or renewal of a permit.

Additional inspections, plan review, code research, reinspection or inspections requested for a time outside of normal business hours shall be assessed a fee in accordance with Section IV. Fees are payable upon notice thereof.

Inspections associated with Business License activities shall after the second inspection, be assessed a re-inspection fee in accordance with the table in Section IV below, as a means of cost recovery. Nothing in this Permit and Service Fee Schedule is intended, nor shall it be used, to determine neither the minimum number of overtime hours nor the hourly wage for employees.

Federal, state and local governmental entities are exempt from the payment of permit and plan check fees. Nonprofit organizations and special tax districts are not exempt from the payment of fees.

II. ANNUALLY RENEWABLE PERMITS

Operation and Materials	Section No.
Aerosol Products To store or handle an aggregate quantity of Level 2 or Level 3 aerosol products in excess of 500 lb (226.8 kg)	61.1.2
Aircraft Fuel Servicing To provide aircraft fuel servicing	42.4.1.2
Aircraft Hangars For servicing or repairing aircraft.	21.1.1
Aircraft Refueling Vehicles To operate aircraft refueling vehicles	42.4.1.2
Alarm System Registration To register an approved alarm system for initial alarm response by the fire department	13.7.1.4.11.1.1
Ammonium Nitrate For Storage	65.10.2
Amusement Parks For operation of amusement park fire protection safety features	10.16.1
Automobile Wrecking Yard To operate an automobile wrecking yard.	22.2
Automobile Fuel Servicing To provide automotive fuel servicing	42.2.2.1 42.5.2.2.4 42.5.3.1
Barbecue, Commercial Operate a commercial barbecue in a fixed outdoor location	10.11.8.2.1

Operation and Materials (Annually Renewable Permits, continued)	Section No.
Battery System To install or operate stationary lead-acid battery systems having an electrolyte capacity of more than 100 gallons in sprinklered buildings or 50 gallons in non-sprinklered buildings	52.2
Candles, Open Flames, and Portable Cooking To use in connection with assembly areas, dining areas of restaurants, or drinking establishments	17.3.4.6.1 20.1.4.1.4.1
Cellulose Nitrate Film For storage, handling or use.	20.15.6.1
Cellulose Nitrate Plastic To store or handle more than 25 lb (11.3 kg)	43.1.1.4
Cleanroom For use	23.3
Combustible Fibers To store or handle combustible fibers greater than 100 ft ³ (2.8 m ³)	62.1.3
Combustible Material Storage To store more than 2,500 ft ³ (70.8 m ³) gross volume	19.1.1; 20.15.4.2
Commercial Rubbish-Handling Operation To operate	19.1.1
Compressed Gases and Cryogenic Fluids To store, use or handle compressed gases and cryogenic fluids in excess of the amounts listed in Table 1.12.19(b), When the compressed gases in use or storage exceed the amounts listed in Table 1.12.19 (b), a permit is required to install, repair damage, abandon, remove, place temporarily out of service, close or substantially modify a compressed gas system. For additional permit requirements for compressed gases facility closures, see 63.1.2.	63.1.2
Consumer Fireworks (1.4G) For the sale, on-site handling, manufacture, and storage of consumer fireworks	65.5.2 65.11.3.1
Covered Mall Buildings To use a covered mall in the following manner: 1. Placing or constructing temporary kiosks, display booths, concession equipment or the like in the mall. 2. To use a mall as a place of assembly. 3. To use open-flame or flame-producing devices. 4. To display any liquid- or gas-fueled powered equipment.	20.1.4.4.1
Cryogenics To produce, store, or handle cryogenics in excess of amounts listed in Table 1.12.19(c) <i>Exception: Where federal or state regulations apply or for fuel systems of a vehicle.</i>	63.1.2
Cutting and Welding Operation For operations within a jurisdiction	17.3.4.6.1 41.1.5; 41.3.1.2; 41.3.3.1

Operation and Materials (Annually Renewable Permits, continued)	Section No.
Display Fireworks (1.3G) For possession, transportation, storage, manufacture, sale, handling, and discharge of display fireworks within the jurisdiction.	65.2.3 65.5.2
Dry Cleaning Plants To engage in the business of dry cleaning or to change to a more hazardous cleaning solvent. Such permits shall prescribe the class of system to be used. Class II (\$240.00) Class IIIA & IIIB (\$160.00) Class IV (\$80.00)	24.2
Dust-Producing Operations To operate a grain elevator, flour starch mill, feed mill, or plant pulverizing aluminum, coal, cocoa, magnesium, spices or sugar, or other operation Producing combustible dusts as defined in Section 40.	40.2
Exhibits and Trade Shows For operation of all exhibits and trade shows held within a jurisdiction Range I – 4,500 – 14,999 sq. ft (\$80.00) Range II – 15,000 – 74,999 sq. ft (\$160.00) Range III – 75,000 – up sq. ft (\$240.00)	20.1.4.4.1
Explosives Manufacture, sell, dispose, purchase, storage, use, possess, or transport of explosives within the jurisdiction. For additional permit requirements for blasting operations, see 65.9.2.1	65.9.2
Filming To film or broadcast at a public studio, production location, or sound stage	32.2
Flammable or Combustible Liquids 1. To use or operate a pipeline for the transportation of flammable or combustible liquids. 2. To store, handle or use Class I liquids in excess of 5 gallons in a building or in excess of 10 gallons outside of a building. <i>Exception to item (2): A permit is not required for the following:</i> a. The storage or use of Class I liquids in the fuel tank of a motor vehicle, aircraft, motorboat, mobile power plant or mobile heating plant, unless such storage, in the opinion of the Chief, would cause an unsafe condition. b. The storage or use of paints, oils, varnishes or similar flammables c. Mixtures when such liquids are stored for maintenance, painting or similar purposes for a period of not more than 30 days. 3. To store, handle or use Class II or Class III-A liquids in excess of 25 gallons in a building or in excess of 60 gallons outside a building. <i>Exception to item (3): Fuel oil used in connection with oil-burning equipment.</i> 4. To remove Class I or Class II liquids from an underground storage tank used for fueling motor vehicles by any means other than the approved stationary on-site pumps normally used for dispensing purposes.	66.1.5

Operation and Materials (Annually Renewable Permits, continued)	Section No.
Flammable or Combustible Liquids (continued) 5. To operate tank vehicles, equipment tanks, plants, terminals, wells, fuel-dispensing stations, refineries, distilleries and similar facilities where flammable and combustible liquids are produced, processed, transported, stored, dispensed or used. <i>Exception: If Automotive Fuel Servicing Permit is issued, a separate permit for Flammable or Combustible Liquids is not required. A Hazardous Materials permit, if applicable, will be required including range and quantities to determine applicable fees.</i>	66.1.5
Grandstands and Bleachers, Folding and Telescopic Seating For construction, location, erection, or placement of grandstands and bleachers, folding and telescopic seating	25.1.2
Hazardous Materials To store, transport on site, dispense, use or handle hazardous materials in excess of the amounts listed in Table 1.12.19(d) or to install, repair, abandon, remove, place temporarily out of service, close or substantially modify a storage facility or other area regulated by Chapter 60 when the hazardous materials in use or storage exceed the amounts listed in Table 1.12.19(d).	60.1.6.1.1
Heliports Operation of a heliport	21.3.2.1
High-Piled Combustible Storage To use any building or portion thereof as a high-piled storage area exceeding 500ft ² (46.45 m ²). Range I - 501-12,000 square feet. \$80.00 Range II - 12,001 - 500,000 square feet. \$160.00 Range III - Over 500,000 square feet. \$240.00	20.15.7.1.1
High-Powered Rocketry For the manufacturing, sale and the use of high-powered rocketry	65.8.2
Hot-Work Operations Permits are required for hot work including, but not limited to: 1. Public exhibitions and demonstrations where hot work is conducted. 2. Use of portable hot-work equipment inside a structure. <i>Exception: Work that is conducted under a Construction Permit issued by the building official.</i> 3. Fixed-site hot-work equipment such as welding booths. 4. Hot work conducted within a hazardous fire area.	17.3.4.6.1 41.1.5 41.3.3.1
Industrial Ovens and Furnaces For operation of industrial ovens and furnaces covered by Chapter 51	51.1.2.1
Laboratories For operation	26.3
Liquid or Gas-Fueled Vehicles or Equipment In Assembly Buildings To display, complete or demonstrate liquid- or gas- fueled vehicles or equipment in assembly buildings.	20.1.4.4.1

Operation and Materials (Annually Renewable Permits, continued)	Section No.
Liquefied Petroleum Gases. To store, use, handle, or dispense LP-gas Exceptions: (1) To install or maintain portable containers of less than 125-gallon (473.2 L) aggregate water capacity. (2) For individual containers with a 500-gallon (1893 L) water capacity or less serving One- and Two-Family Dwellings. (3) To operate cargo tankers that transport LP-gas.	42.5.2.4 69.1.2
Lumber Yards and Woodworking Plants For storage of lumber exceeding 100,000 board ft	31.2
Marine Craft Fuel Servicing To provide marine craft fuel servicing	42.3.1.4
Mobile Refueling Site To dispense Class I or II liquids from a tank vehicle to the fuel tank of a motor vehicles or special equipment at approved fixed facilities	42.2.7.12
Mobile Refueling Vehicle To operate a refueling vehicle that dispenses Class I or II liquids from a tank vehicle to the fuel tank of motor vehicles or special equipment at approved fixed facilities. *Each refueling vehicle requires a permit	42.2.7.12
Open Burning To conduct open burning. For additional permit requirements for open burning, see 10.11.1	10.11.1
Open Fires For kindling or maintaining an open fire. For additional permit requirements for open burning, see 10.11.42	10.11.1
Organic Coatings For operations and maintenance of a facility that manufactures organic coatings	43.1.1.4
Organic Peroxide Formulations To store, transport on site, or use materials in excess of amounts listed in Table 1.12.19(c) and (d).	70.3
Oxidizers To store, transport on site, use, or handle materials in excess of amounts listed in Table 1.12.19(c) and (d)	70.2
Pallet Storage or Rehabilitation A permit is required for the storage, rehabilitation, of pallets in an area exceeding 500 sq.ft.	31.3.8
Places of Assembly To operate a place of assembly. Range I – 50 – 300 Occupants (\$80.00) Range II – 301 – 1,000 Occupants (\$160.00) Range III – 1,001 and up Occupants (\$240.00)	10.16.1 20.1.1
Pyrotechnical Articles For the manufacture, storage, sale or use of pyrotechnic articles within the jurisdiction	65.2.3 65.3.3 65.5.2 65.11

Operation and Materials (Annually Renewable Permits, continued)	Section No.
Pyrotechnics Before a Proximate Audience For the display and use of pyrotechnic materials before a proximate audience	65.3.3
Pyroxylin Plastics For storage, handling, assembly, or manufacture of pyroxylin plastics	43.1.1.4
Recycling Operations See Commercial Rubbish Handling and Operation	19.1.1
Refrigeration Equipment To operate a mechanical refrigeration unit or system	53.4.1
Repair Garages and Service Stations For operation of service stations and repair garages	30.1.1.3; 30.2.1.1
Rocketry Manufacturing For the manufacturing of model rocket motors	65.7.2
Solvent Extraction For storage, use, handling	44.3
Spraying or Dipping of Flammable Finish To conduct a spraying or dipping operation utilizing flammable or combustible liquids or powder coating	43.1.1.4
Tire-Rebuilding Plants For operation and maintenance of a tire-rebuilding plant.	20.15.4.2
Tire Storage To use an open area or portion thereof to store tires in excess of 1,000 cubic feet .	20.15.4.2
Torch Applied Roofing Operation For the use of a torch for application of roofing materials	16.6.1
Wildland Fire-Prone Areas For use of hazardous areas within fire-prone areas	17.3.2
Wood Products To store chips, hogged material, lumber or plywood in excess of 200 cubic feet .	31.2
Woodworking Facilities Operate a wood processing or woodworking facility required to have dust control as per 31.3.9	31.3.9

III. TEMPORARY PERMITS

Operation or Activity	Section No.
Asbestos Removal (By site) The removal of asbestos	16.8.2
Amusement Buildings (Haunted houses) Temporary – (Less than 30 days on any single property)	10.16.1 20.1.3
Candles and Open Flames In Assembly Areas To use open flames or candles in connection with assembly areas, dining areas of restaurants or drinking establishments.	10.16.1 20.1.1
Carnivals and Fairs To conduct a carnival or fair.	10.16.1
Combustible Vegetation Placement or use of natural or resin-bearing cut trees in a public building	10.15
Consumer Fireworks (1.4G) For the sale, on-site handling, manufacture, and storage of consumer fireworks (1.4G)	20.1.4.4.1
Cutting and Welding operations For operations within a jurisdiction	17.3.4.6.1 41.1.5 41.3.1.2 41.3.3.1
Display Fireworks (1.3G) For possession, transportation, storage, manufacture, sale, handling, and discharge of display fireworks within the jurisdiction.	65.2.3 65.5.2
Explosives, Blasting Agents and Surface blasting For permits for explosives, blasting agents and surface blasting	65.9.2 65.9.3
Filming To film or broadcast at a public studio, production location, or sound stage.	32.2
Fire Hydrants and Water-Control Valves For a permit to use a fire hydrant or operate a water-control valve intended for fire-suppression purposes. <i>(Permits issued by water purveyors for public hydrants)</i>	13.1.1.1
Flame Effects Use of flame effects before an audience	65.4.2
Liquid or Gas-Fueled Vehicles or Equipment in Assembly Buildings To display, complete or demonstrate liquid- or gas- fueled vehicles or equipment in assembly buildings.	20.1.4.4.1
Membrane Structures, Tents and Canopies-Temporary To erect an air-supported temporary membrane structure or tent having an area in excess of 200 square feet , or a canopy In excess of 400 square feet, except for structures used exclusively for camping. Range I – 1-14,999 sq. ft (\$80.00) Range II – 15,000 – 74,999 sq. ft (\$160.00) Range III – 75,000 sq. ft and up (\$240.00)	25.1.2
Open Burning To Conduct Open Burning. <i>Note: Clark County Health Department, Air Pollution Control Division, issues EPA permits for fires over 2 square feet in area.</i>	10.11.1

Operation or Activity (Temporary Permits, continued)	Section No.
Open Fires For kindling or maintaining an open fire. For additional permit requirements for open burning, see 10.11.42	10.11.1
Parade Floats To use a parade float for public performance, presentation, spectacle, entertainment, or parade	10.18.1
Pyrotechnical Articles For the manufacture, storage, sale or use of pyrotechnic articles within the jurisdiction	65.2.3 65.3.3 65.5.2 65.11
Pyrotechnics Before a Proximate Audience For the display and use of pyrotechnic materials before a proximate audience	65.3.3
Special Outdoor Events, Carnivals, and Fairs For the location and operation of special outdoor events, carnivals, and fairs	10.16.1
Tar Kettles For placement of a tar kettle, permit shall be obtained before the placement of a tar kettle. (By Company)	16.7.1.2 17.3.4.6.1

IV. FIRE ENGINEERING – RELATED PERMITS

Operation or Activity	Section No.
Airport Terminal Buildings For construction or alteration	21.2.2.1
Amusement parks For construction or alteration of amusement park fire protection safety features	10.16.1
Automatic Fire Suppression Systems For Installation or modification	13.1.1.1 50.4.2
Cleanroom For construction or alteration	23.3
Fire Alarm and Detection System(s), Monitoring, and Related Equipment Installation or modification to fire alarm and detection system(s), monitoring, and related equipment.	13.1.1.1
Fire Pumps and Related equipment Installation of or modification to fire pumps, jockey pumps, controllers, and generators	13.1.1.1
Flammable or Combustible Liquids 1. To repair or modify a pipeline for the transportation of flammable or combustible liquids. 2. To install, construct or alter tank vehicles, equipment tanks, plants, terminals, wells, fuel-dispensing stations, refineries, distilleries and similar facilities where flammable and combustible liquids are produced, processed, transported, stored, dispensed or used. 3. To install, alter, abandon, place temporarily out of service or otherwise dispose of a flammable or combustible liquid tank. 4. To change the type of contents stored in a flammable or combustible liquid tank to material other than that for which the tank was designed and constructed. (Tank Removal regulated by Clark County Health Department)	66.1.5

Operation or Activity (Fire Engineering – Related Permits, continued)	Section No.
Fuel Tank/System/Appliance Installation, Removal or Alteration. For each installation, removal or alteration of an under-or above – ground fuel tank, system or appliance	66.1.5
Gates To install or alter a gate(s) or gate operator(s) which obstructs a fire apparatus access road	10.12.2.1.1
Heliports For construction or modification of a heliport	21.3.2.1
High-Piled Combustible Storage For construction or modification of any building or portion thereof having a high-piled storage area exceeding 500 ft ² (46.45 m ²)	20.15.7.1.1
Laboratories For construction or alteration	26.3
Liquefied Petroleum Gases. To install or modify LP-gas systems Exceptions: (1) To install or maintain portable containers of less than 125-gallon (473.2 L) aggregate water capacity. (2) For individual containers with a 500-gallon (1893 L) water capacity or less serving One- and Two-Family Dwellings. (3) To operate cargo tankers that transport LP-gas.	42.5.2.4 69.1.2
Membrane Structures, Tents and Canopies-Permanent To erect an air-supported temporary membrane structure or tent having an area in excess of 200 square feet, or a canopy in excess of 400 square feet, except for structures used exclusively for camping. Range I – 1-14,999 sq. ft (\$80.00) Range II – 15,000 – 74,999 sq. ft (\$160.00) Range III – 75,000 sq. ft and up (\$240.00)	25.1.2
Oil- and Gas-Fueled Heating Appliances To install oil- and gas-fired heating appliances	11.5.1.5
Private Fire Hydrants For the installation, modification, or removal from service of any private fire hydrants.	13.1.1.1
Refrigeration Equipment To install a mechanical refrigeration unit or system	53.4.1
Spraying or Dipping of Flammable Finish For installation or modification of any spray room, spray booth, or preparation work station	43.1.1.4
Standpipe Systems For installation, modification, or removal from service of any standpipe system	13.1.1.1

V. HAZARDOUS MATERIALS STORAGE

The additional fee for Hazardous Materials Storage shall be based upon the following Range Calculation Table:

RANGE CALCULATION TABLE

QUANTITY RANGES	
Gallons	Range
x3.785 for L	
0.....53	0
54..... 499	1
500..... 945	2
946.....1,835	3
1,836..... 4,499	4
4,500..... 15,179	5
15,180..... 65,580	6
65,581..... 69,999	7
70,000..... 74,999	8
75,000..... 84,999	9
85,000.....and up	10
Pounds	Range
x0.4536 for kg	
0.....498	0
499..... 999	1
1,000..... 1,999	2
2,000..... 2,999	3
3,000..... 3,999	4
4,000..... 4,999	5
5,000..... 9,999	6
10,000..... 10,999	7
11,000..... 11,999	8
12,000..... 14,999	9
15,000.....and up	10
Cubic Feet	Range
x0.028 for m³	
0.....198	0
199..... 1,998	1
1,999..... 3,599	2
3,600..... 6,799	3
6,800..... 16,399	4
16,400..... 34,999	5
35,000..... 53,999	6
54,000..... 73,999	7
74,000..... 79,999	8
80,000..... 89,999	9
90,000..... and up	10

VI. MISCELLEANOUS SERVICES AND ACTIVITIES

For purposes of this Table, the Standard Hourly Fee (SHF) is **\$80.00**.

Service	Fee
Applications for use of alternate methods	\$80.00
Consultation (including reviews of projects prior to submission for a building permit and projects not requiring a building permit)	\$80.00
Consultation (including consultation done under NFPA 1 / UFC section allowing technical assistance)	Consultant's hourly fee
Fire watch service (3-hour minimum)	SHF
Requested inspection outside of normal business hours.	SHF per inspector, including travel time, with a 3-hour minimum
Additional inspections or re-inspections for renewable permits, new construction permits, fire protection systems due to system inspection deficiencies, cancellations with less than four (4) hours notice, or requiring additional inspections due to inspecting partial systems	SHF per inspector, including travel time
Any inspection or reinspection conducted during normal working hours, if it is found that the requesting party is not ready for the inspection or violations have not been corrected from previous inspections.	SHF per inspector, including travel time
Same day inspection (less than 24 hours' notice)	\$120.00 per inspector, including travel time
File searches: searches for requested information contained in files, including "Environmental Assessments"	SHF with a ½ -hour minimum, billed to next ½ hr.
Fire flows: searches for requested information contained in files related to fire flows, and to assist in or witness fire flows	SHF per inspector, with a 1-hour minimum
Emergency apparatus or unit standby	\$250.00 per hour, with a 4-hour minimum
Expedite fee for processing permits in less than required time frames.	SHF
Application to the Board of Appeals	\$80.00
Certificate of Fitness for Company or Individual on an annual basis	\$80.00
False/Nuisance Alarm(s) Fee	SHF 1- hr minimum

Service (MISCELLANEOUS SERVICES AND ACTIVITIES cont.)	Fee
Plan reviews* requested to be performed outside normal business hours, or same day plan review* (excluding reviews required for emergency repair work that requires a permit for inspections)	SHF with a 2-hour minimum
Plan reviews* of the first resubmittal of plans following rejection of plans that 1) are incomplete, 2) contain erroneous information, 3) contain a non-code complying design, or 4) include incomplete or deficient as-builts.	2 X SHF with a 1-hour minimum
Plan reviews* of the second or subsequent resubmittal of plans following rejection of plans that 1) are incomplete, 2) contain erroneous information, 3) contain a non-code complying design, or 4) include incomplete or deficient as-builts.	3 X SHF with a 1-hour minimum
Additional plan reviews* either required or requested because of substantial changes, additions, or revisions to submitted or approved plans (as-builts)†.	SHF with a 1-hour minimum
*Includes the review of construction documents and Fire & Life Safety Reports †Substantial changes for revised plans and as-builts are defined as changes sufficient to require new calculations, or where more than 10% of the original design has been modified	

VII. RECORDS, PHOTOGRAPHS AND DOCUMENTS

The following fees are payable for Las Vegas Fire & Rescue records, photographs and documents. Fees may be waived in connection with items that have been subpoenaed.

Item	Fee
Written records	\$1.00 per page (Letter or legal size) \$2.00 per page (11x17) \$4.00 per page (D & E size plans)
Audio cassette tapes	\$5.00 per tape
Photographs	\$1.00 ea. + SHF to transport of film for processing & pick up. ½ hour. minimum billed to next ½ hour.
VCR tape	\$5.00 ea.
CD's	\$40.00 Per CD. Fee includes preparation time and up to ½ hour.

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 7, 2004

DEPARTMENT: NEIGHBORHOOD SERVICES**DIRECTOR: ORLANDO SANCHEZ**☐**CONSENT**☒**DISCUSSION****SUBJECT:****RESOLUTIONS**

R-59-2004 - Discussion and possible action regarding a Resolution adopting the Las Vegas Boulevard Scenic Byway Corridor Management Plan as an addendum to the Neighborhood Revitalization Component of the City of Las Vegas 2020 Master Plan - All Wards

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

On November 28, 2001, Las Vegas Boulevard, from Sahara Avenue to Washington Avenue, was designated as a State Scenic Byway. Development of a Corridor Management Plan for the Byway is an essential step in applying for a National Scenic Byway designation which would make the city eligible to apply for Federal funding for the byway. A committee of 40 business owners, representatives of several non-profit associations, adjacent neighborhood associations and various government agencies met for almost a year culminating in the development of a Corridor Management Plan. Adoption of the proposed Corridor Management Plan will serve to protect the scenic character of Las Vegas Boulevard, will result in additional tourist visits to the downtown area and will promote a healthy and active urban core.

RECOMMENDATION:

Staff recommends approval of resolution.

BACKUP DOCUMENTATION:

1. Resolution No. R-59-2004
2. Las Vegas Boulevard Scenic Byway Corridor Management Plan
3. Submitted at Council meeting – Non-Disclosure and Non-Circumvent Agreement submitted by Isaac Henderson

MOTION:

REESE – APPROVED as recommended, with the understanding that staff will proceed with application to include the segment of Las Vegas Boulevard from Washington to Owens in the Scenic Byway Corridor Plan – **UNANIMOUS** with L.B. McDONALD excused

NOTE: COUNCILMAN MACK disclosed that his brother STEVEN MACK owns a SuperPawn shop located on Las Vegas Boulevard. He does consulting for the company, but did not believe his brother's business would be impacted; therefore, he would be voting on this issue.

CITY COUNCIL MEETING OF APRIL 7, 2004
Neighborhood Services
Item 83 – R-59-2004

MINUTES - Continued:

ORLANDO SANCHEZ, Director, and YORGO KAGAFAS of Neighborhood Services were present. MR. SANCHEZ reported that this resolution amends the Revitalization Component of the City of Las Vegas 2020 Master Plan through the adoption of the Las Vegas Boulevard Scenic Byway Corridor Management Plan. He then reviewed the information contained under the Purpose/Background section of the Agenda Summary Page, noting that the state did not find the length of Washington Avenue to Owens Avenue to be of scenic character under the Scenic Byway guidelines. The state's designation qualified the City of Las Vegas to submit application for a federal grant of up to \$25,000, which was received in 2003 and led to the development of the Corridor Plan.

MR. SANCHEZ thanked the community members who participated in the task force, staff members of the State of Nevada, Clark County, and CLV Planning & Development, Public Works, Leisure Services, Office of Business Development, and City Attorney's Office, as well as staff from the offices of COUNCILMEMBERS REESE, WEEKLY, and MONCRIEF.

MR. KAGAFAS added that this project came to fruition through the collaboration of members of the community that served on the task force. Four of them were in the audience and came up to give their names and express their support: SHAWN FLYNN, Olympic Garden, MICHELLE GARDNER-LILLEY, Nevada Department of Transportation, YVONNE KUPLIAN, Holiday Motel, and SCOTT HAGEN, Clark County Comprehensive Planning. They all thanked MR. KAGAFAS for his fine work and the way in which he conducted the meetings. MR. KAGAFAS thanked the graphics and mapping staff for their fine work. They made the Plan come alive.

ISAAC HENDERSON, 7600 West Charleston, submitted an agreement, a copy of which is made a part of the Final Minutes, regarding his ability to provide funding for various projects throughout the City. He requested the Council's consideration.

AL GALLEG0, citizen of Las Vegas, appeared representing the 100,000 City residents in the downtown area from Washington to Owens. He questioned the reasoning behind the exclusion of the cemetery in this plan. He considers it to be a historical site that should be included. He felt ashamed of the City of Las Vegas for not taking care of the expired loved ones of so many people. MR. KAGAFAS explained that the City applied for State of Nevada Scenic Byway designation for the entire length of Las Vegas Boulevard within the City of Las Vegas, but the State Commission that reviewed the applications determined that the area between Washington and Owens did not qualify under the byways program criteria. Nevertheless, the Historic Preservation Commission is presently conducting a study to designate the cemetery a historic landmark.

CITY COUNCIL MEETING OF APRIL 7, 2004
Neighborhood Services
Item 83 – R-59-2004

MINUTES - Continued:

COUNCILMAN REESE questioned the criteria for designation of a scenic byway. MR. KAGAFAS replied there are six intrinsic qualities, some of which include archeological, geological, historical, cultural, and scenic significance. Las Vegas Boulevard qualified under historic for what has already been declared historic, under cultural for the cultural amenities along the Boulevard, and for nighttime scenic due to the neon.

COUNCILMAN WEEKLY appreciated the work of the task force. He also expressed his concern about the exclusion of the cemetery, because he too believes that it is the most historical site in Las Vegas. He had the opportunity to review some of the criteria with DEPUTY CITY MANAGER FRETWELL, and he does not agree with it. He felt that the major reason for the exclusion of the cemetery is because the area encompasses the homeless corridor. People around the country have the misconception that Las Vegas is all about neon attractions and are not aware of the historical value of this area.

DEPUTY CITY MANAGER FRETWELL interjected that, as has been stated, it was the City's desire to include the entire length of Las Vegas Boulevard. The state decided not to include it, but that does not mean that application cannot be made in the future, should the Historic Preservation Commission succeed in its efforts to designate the area a historical site. She assured COUNCILMAN WEEKLY that all the issues he brought up regarding the area were a part of the City's original application. In the meantime, the City has to continue to progress on the other stretch of Las Vegas Boulevard in order to take full advantage of available federal funding for improvements. MR. GALLEGOS disagreed with not pushing for the inclusion of the cemetery, because he does not think it can ever change to make it more historical than it already is. MAYOR GOODMAN encouraged MR. GALLEGOS to start a petition and submit it to the state, because, unfortunately, as much as the City would like the area designated a scenic byway, it cannot do anything about it at this time; it was the state's ultimate decision. MR. GALLEGOS insisted that despite the state's decision, the City has the money to improve the sidewalks and medians and make the landscaping more aesthetically pleasing.

TODD FARLOW, 240 N. 19th Street, concurred with the arguments of MR. GALLEGOS and then expressed his concerns about the Nevada Department of Transportation (NDOT) making impositions on the City. All money originates locally and most of it should remain in the community. He opined that NDOT is not truthful with the public.

MAYOR GOODMAN mentioned that some very compelling arguments have been made to designate this area a historical site. He felt that, compared to the "Naked City," this area is more historically important.

CITY COUNCIL MEETING OF APRIL 7, 2004
Neighborhood Services
Item 83 – R-59-2004

MINUTES - Continued:

MR. KAGAFAS pointed out that the Scenic Byway Management Plan is a non-regulatory document and requires Council approval in order to apply for national designation. Once national designation is received, the City will be eligible to apply for grants to proceed with enhancements. He anticipates the next opportunity to apply for national designation will be in 2005, and then the following year the City can apply for grants. The Historic Preservation and Planning Commissions recommended approval in February 2004. MAYOR GOODMAN asked if the aforementioned two Commissions could be petitioned for reconsideration of the area abutting the cemetery, which he considers to be historical despite any changing conditions. MR. KAGAFAS answered that first the area has to be designated historical by a qualified body. He assured the Mayor that it is one of the priorities of the Historical Preservation Commission and the Planning Department to do the necessary research in order to make it happen. Until that happens, the area does not meet the federal guidelines, to which the state also has to adhere. DEPUTY CITY MANAGER FRETWELL interjected and assured the Mayor that staff would submit a new application for scenic byway designation of the excluded segment of Las Vegas Boulevard. COUNCILMAN REESE countered that the City would be wasting its time to reapply before obtaining historical designation.

In defense of NDOT, COUNCILMAN BROWN, as a member of the Regional Transportation Commission, noted that JEFF FONTAINE, Director of NDOT, has worked very closely with the City Public Works Department in completing several projects. NDOT has been a good partner with the City of Las Vegas.

(10:06 – 10:27)

1-2191

**RESOLUTION ADOPTING THE LAS VEGAS BOULEVARD SCENIC BYWAY
CORRIDOR MANAGEMENT PLAN AS AN ADDENDUM TO THE
NEIGHBORHOOD REVITALIZATION COMPONENT OF THE CITY OF LAS VEGAS
2020 MASTER PLAN**

WHEREAS, on November 28, 2001, Las Vegas Boulevard from Sahara Avenue to Washington Avenue was designated as a State Scenic Byway; and

WHEREAS, the City of Las Vegas desires to acquire National Scenic Byway status for that roadway in order to be able to apply for Federal funding to enhance the byway; and

WHEREAS, applying for National Scenic Byway status requires the City to have a Corridor Management Plan that has been adopted by the City Council; and

WHEREAS, a committee of 40 business owners, representatives of several non-profit associations, adjacent neighborhood associations and various government agencies met for almost a year culminating in the development of a Corridor Management Plan; and

WHEREAS, the Planning Commission recommended approval of the Corridor Management Plan at the February 26, 2004 Planning Commission meeting.

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

The Neighborhood Revitalization component of the Master Plan is hereby amended by adopting, as an addendum thereto, a Corridor Management Plan

1 entitled, "The Las Vegas Boulevard Scenic Byway Corridor Management Plan,"
2 attached hereto and incorporated by this reference.
3

4
5 PASSED, ADOPTED, and APPROVED THIS 7th day of April, 2004.
6

7 APPROVED:
8

9
10 By 
11 OSCAR B. GOODMAN, Mayor
12
13

14
15 ATTEST:
16

17 
18 BARBARA JO RONEMUS, City Clerk
19
20
21

22
23 APPROVED AS TO FORM:
24

25  3-19-04
26 Date
27

WASHINGTON AVE.

Las Vegas Boulevard

SCENIC BYWAY

Corridor Management Plan

LAS VEGAS BOULEVARD

CLARK AV

CHARLESTON BLVD

OAKEY BLVD

SAHARA AVENUE



Las Vegas Boulevard Scenic Byway Corridor Management Plan Acknowledgements

Project Manager

Yorgo Kagafas

Mayor

Oscar B. Goodman

Committee Members

Margo Wheeler
Maria Castillo-Couch
Richard Hooker
Steve Van Gorp
Loretta Arrington
Kelly Benevidez
Bob Hamp
Steven Jackson
Jay Hiner
Ron Decar
Cindy Funkhouser
Scott Hagen
Chris Macek
Yvonne Duplian
John Delikanakis
LuAnn Baker
Sandra Harris
Kyle West
Charlette Richards
Shawn Fayeghi
George McLean
Sandra Janati
Don Lake
Esther Carter
Deirdre Felgar
Steve Hauser
Shawn Flynn
Bob Bellis
Rick Truesdell
Bob Reeve
Suzanne Hackett-Morgan

City Council

Gary Reese (Mayor Pro Tem), Ward 3
Larry Brown, Ward 4
Lynette Boggs-McDonald, Ward 2
Lawrence Weekly, Ward 5
Michael Mack, Ward 6
Janet Moncrief, Ward 1

City Manager

Douglas A. Selby

Deputy City Managers

Elizabeth Fretwell
Steve Houchens

Neighborhood Services Director

Orlando Sanchez, Director

Graphics

Michael Campbell
Dawn Okerlund
Frank Reynolds

Overview

The Las Vegas Boulevard Scenic Byway Corridor Management Plan (CMP) is an overall guiding reference for managing the view corridor of the Byway. The goal of the CMP is to preserve, promote and enhance the three intrinsic qualities (scenic, historic, and cultural) that contribute to the scenic essence of the urban Byway experience. The end result will be a unique experience for both the tourist and the local community to enjoy this nighttime urban scenic Byway.

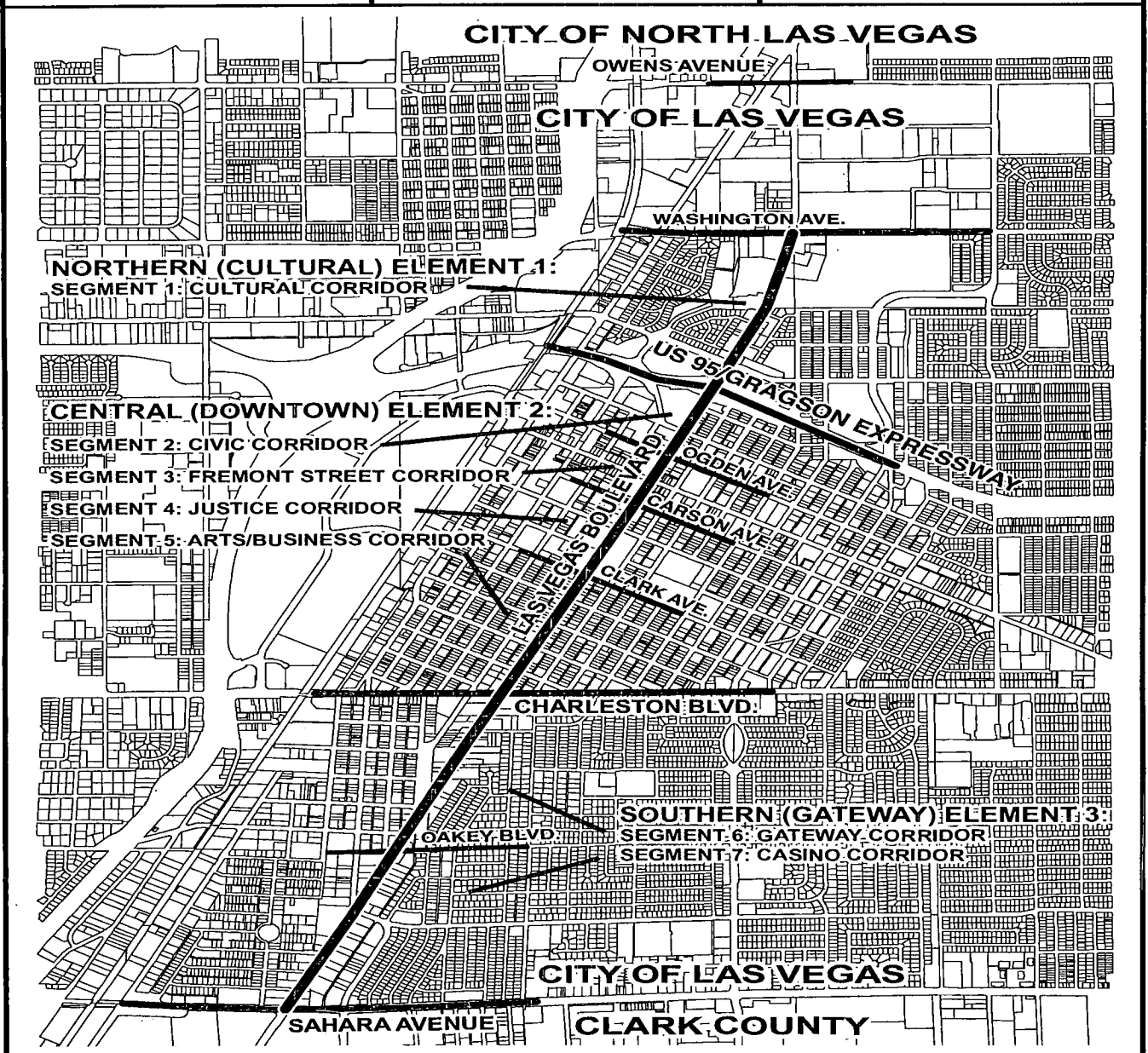


Location

The Las Vegas Boulevard Scenic Byway is defined as the length of Las Vegas Boulevard (State Route 604) from Sahara Avenue on the south to Washington Avenue on the north that is located within the city limits of Las Vegas, Nevada. The primary width is those properties that front on either side of the boulevard. The secondary width is the entire view corridor, or as far as the eye can see.

For the purposes of this document, the Byway is defined by seven segments that are within three elements:

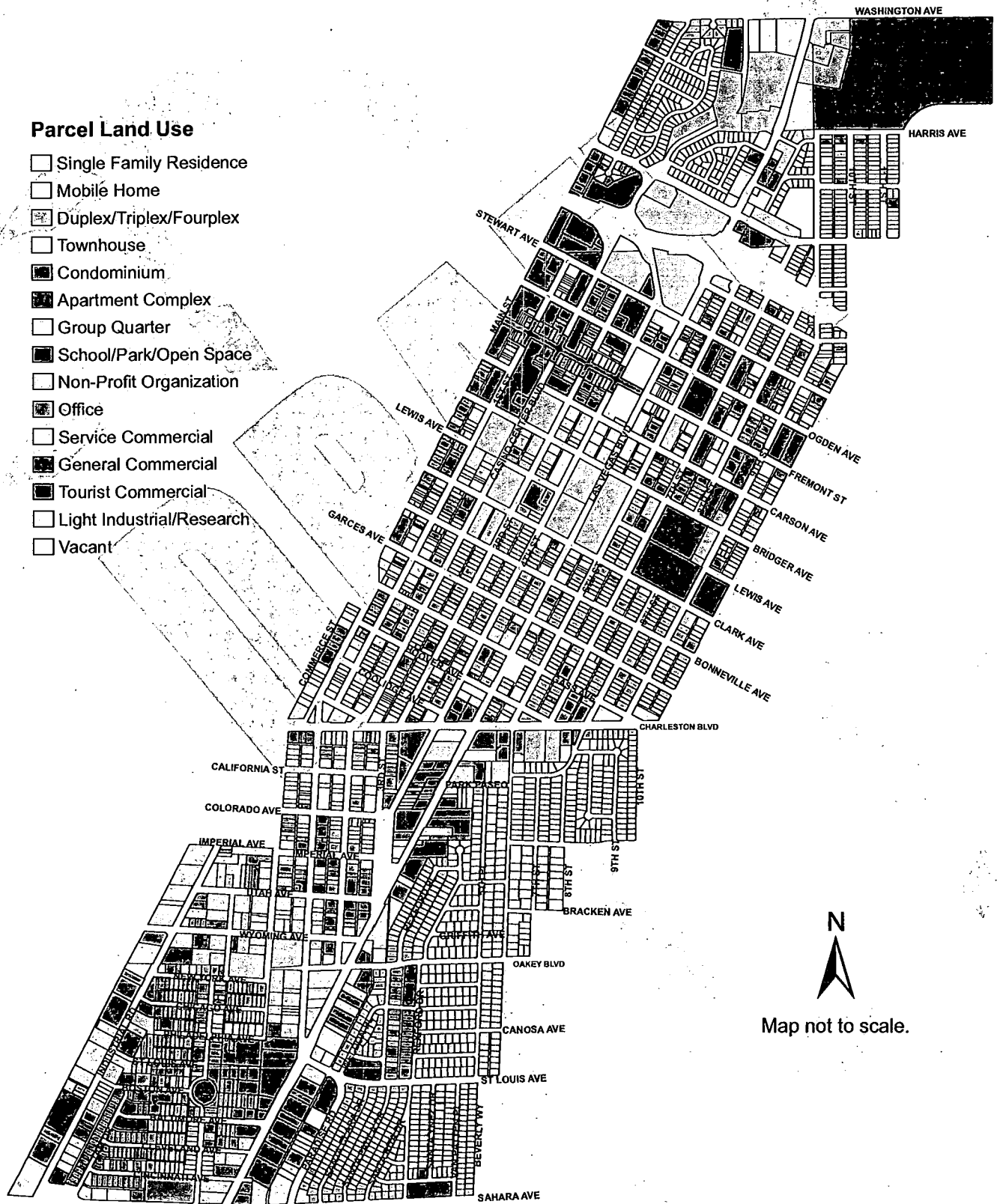
Northern (Cultural) Element 1:	Central (Downtown) Element 2:	Southern (Gateway) Element 3:
Segment 1; Cultural Corridor	Segment 2; Civic Corridor Segment 3; Fremont Street Corridor Segment 4; Justice Corridor Segment 5; Arts/Business Corridor	Segment 6; Gateway Corridor Segment 7; Casino Corridor



Land Use

Parcel Land Use

- ☐ Single Family Residence
- ☐ Mobile Home
- ☐ Duplex/Triplex/Fourplex
- ☐ Townhouse
- ☐ Condominium
- ☐ Apartment Complex
- ☐ Group Quarter
- ☐ School/Park/Open Space
- ☐ Non-Profit Organization
- ☐ Office
- ☐ Service Commercial
- ☐ General Commercial
- ☐ Tourist Commercial
- ☐ Light Industrial/Research
- ☐ Vacant

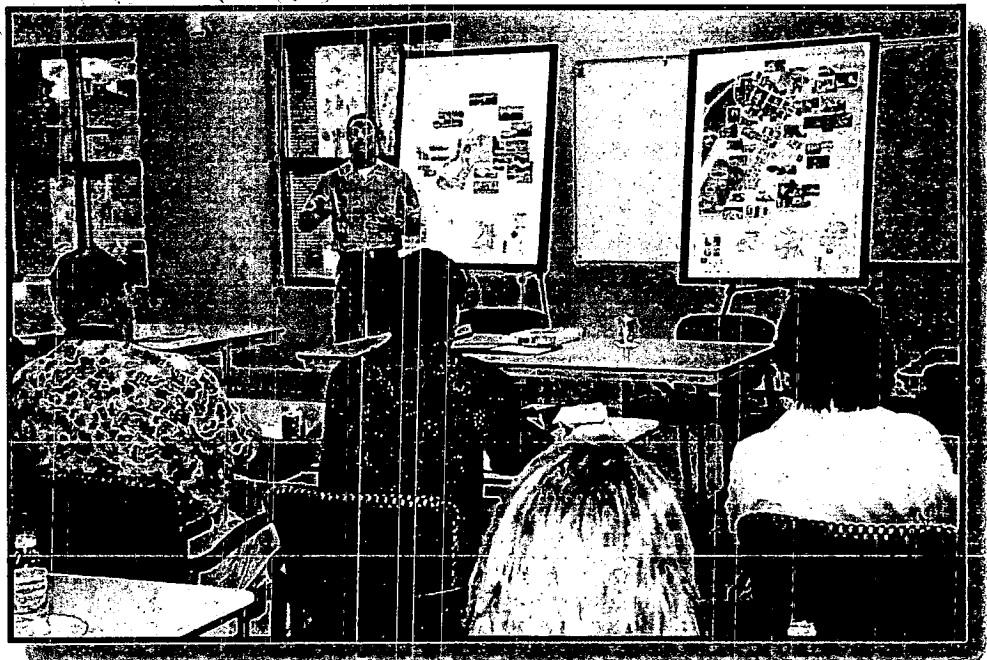


Vision Statement

For tourists and residents alike to experience the heart of Las Vegas on an adventure that captures 150 years of history, glitz, commerce and roadside charm—with wedding chapels, landmark buildings, historic casinos, exciting museums, and mid-century motor inns, most with original classic neon signs in a safe, family-friendly environment.

Community Support

The Las Vegas Boulevard Scenic Byway was developed by and for the community at large. The Byway committee includes several neighborhood association presidents, business owners, non-profit directors, government officials and individual residents. This effort enhances an already strong inter-governmental partnership between the city of Las Vegas, Clark County and the State of Nevada. One general meeting is held each year, where the entire community is invited to participate. The purpose of the meeting is to review the Byway's progress and educate the public on its importance. This meeting also solicits public support in applying for grants to enhance the Byway experience. Community support and involvement is vital to the success of the program.



Management Structure

The Byway program is the responsibility of the city of Las Vegas Neighborhood Services Department. This was a logical alignment since the department had already established working relationships with most of the stakeholders involved in the Byway effort. This also eliminated the need to establish a new non-profit organization to administer the program. The department provides a staff member to act as project manager for a committee of various stakeholders. Primary responsibilities are to meet with the Byway committee on a regular basis, hold at least one general public meeting each year, and be the agent for applying for and administering any grants relating to the Byway.

Non-Regulatory Plan

The city of Las Vegas has several approved regulatory plans that affect the Byway corridor including the 2020 Master Plan, the Downtown Centennial Plan, and the Downtown North Plan. In addition to the above plans, the city has approved three non-regulatory neighborhood plans. These plans include the Downtown Central Development Committee (DCDC) Downtown 2000 Neighborhood Plan, the Historic John S. Park Neighborhood Plan, and the Beverly Green/Southridge Neighborhood Plan. The CMP will fall into the category of non-regulatory plans. The purpose is to provide decision makers a reference tool to utilize when considering projects along the byway. Although the CMP is a non-regulatory plan, there may be proposals that call for the creation of specific regulatory overlays. In such cases, the existing regulatory plans would be amended.



Intrinsic Qualities

All federal and state of Nevada Byways must have at least one of the following six intrinsic qualities in order to be designated as a Byway: Scenic, natural, historic, cultural, archeological, and recreational. The Las Vegas Boulevard Scenic Byway meets three of these intrinsic qualities: Scenic, historic and cultural.

Segment 1: Cultural Corridor ~ *scenic qualities*

- **Positive Scenic Features:**

Mountain views are prominent due to this segment of roadway being located on a noticeable rise in elevation that affords dramatic valley views of the suburban neighborhoods and the Las Vegas Wash looking north and east. The Old Las Vegas Mormon Fort State Historic Park complex is the historic site of the first non-native American settlement of the valley and provides a reconstructed/restored site that contains the oldest existing structure in Nevada. These cultural attractions are linked by the new five-acre Heritage Park which includes a desert demonstration garden, playground, walking trails and a picnic pavilion. The unusual urban scenery includes the Las Vegas Library and Lied Discovery Children's Museum (a landmark building designed by Antoine Predock) as well as a recently completed native landscaping project along West Bonanza Road adjacent to the historic Biltmore Bungalows Neighborhood and visible from Las Vegas Boulevard.

- **Negative Scenic Features:**

Small commercial strip malls and the elevated nature of the US95 Expressway.

- **Positive aspects of the Negative Scenic Features:**

The one-story commercial strip mall located near Bonanza Road is a classic example of the early development of Las Vegas Boulevard. It features several small businesses in a building set toward the rear of the lot with ample parking in the front with direct access to the Boulevard.

- **Circumstances that might impact the scenic qualities:**

The city of Las Vegas has applied for a federal grant to enhance the Boulevard by creating a landscaped median along this segment.

This segment of Las Vegas Boulevard is near a large concentration of social service organizations serving all of Clark County. If additional related facilities are located in this area, it may have a negative impact on the Boulevard as well as on the adjoining neighborhoods.

Segment 1: Cultural Corridor ~ *historic and cultural qualities*

- **Types of cultural features:**

Museums - Natural History Museum, Neon Museum/Bone Yard, Lied Discovery Children's Museum

Historic structures - Old Mormon Fort

Festival sites - Cashman Center, Heritage Park

Living history sites - Old Las Vegas Mormon Fort State Historic Park

Other features - Reed Whipple Cultural Center

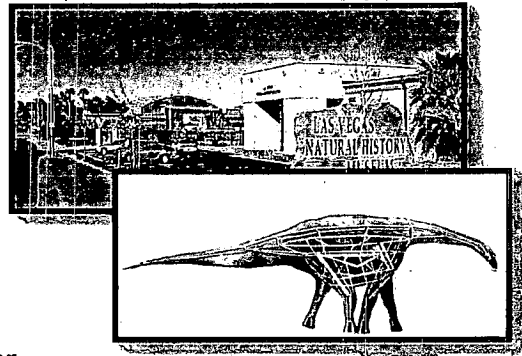
Neighborhoods - Biltmore Bungalows

- **List of the most important sites in this segment: *interpretive support:***

Old Las Vegas Mormon Fort State Historic Park - a historical re-creation of a settlement built by Mormon colonists in 1855—includes a remnant of an adobe structure that is the oldest existing building in Nevada. The story of the Fort reflects the growth of Las Vegas as its economy changed from ranching to railroading to gambling.

Lied Discovery Children's Museum - visitors can experience over 100 hands-on exhibits in one of the country's largest children's museums. With exhibits in the arts, humanities and the sciences, this award-winning museum is located in an architectural landmark building designed by Antoine Predock.

Natural History Museum - animated dinosaurs, southern Nevada's plant and animal life, an African room, a live shark tank, children's hands-on exploration room, fossil exhibits and Tyrannosaurus Rex—all providing museum visitors with a journey through time.



Neon Museum "Bone Yard" and Visitors Center

- a two-acre site that will be home to an outdoor museum dedicated to preserving the vintage signs of Las Vegas. Displays of classic signs, a gallery and gift shop, historical and interpretive exhibits, and a "bone yard" with legendary sign relics—all telling the history of neon and Las Vegas will be included. This is a major cultural attraction downtown.

Cashman Center - a multi-use facility that is part of the Las Vegas Convention and Visitors Authority, providing a downtown location for conventions, sports, entertainment and cultural events, with a 2,000-seat auditorium and a 10,000-seat stadium. The stadium is home to the Las Vegas Area 51's, the Triple A farm team of the Los Angeles Dodgers. Annual events include a Major League baseball game and an International Food Festival.

Biltmore Bungalows - a 1930's era neighborhood in the heart of downtown—one of the first subdivisions in Las Vegas—with 51 cottage style homes along curving streets.

At one time, the Nevada Biltmore stood at the corner of Main Street and Bonanza Road. The Biltmore was a Beverly Hills style south seas resort and catered to visiting Hawaiians and later, African American tourists.



Las Vegas Library - as one of 24 libraries of the Las Vegas-Clark County Library District, this downtown branch receives more than 400,000 visits annually. Located in a landmark building designed by famed architect Antoine Predock, the Library houses an international collection and conducts a variety of bilingual programs including story times and offers Internet training.

Reed Whipple Cultural Center - this City facility provides a wide range of workshops, classes, art exhibits and performing art events in music, theater and dance. With a 275-seat state of the art theater, an intimate 80-seat studio theater, dance studio, conference room, pottery studio, rehearsal rooms and art gallery, the facility hosts an annual performing arts season for youth, adults and families.

Washington Avenue - the northern anchor of the byway is the Gateway into the heart of West Las Vegas, the historic home of the city's African-American community. This neighborhood, as part of the original McWilliams Town Site is nearly 100 years old and includes the site of the 1950's Moulin Rouge Casino, the Mission Style West Side School, and is the site of the city's largest public art effort—now in the planning stages.

Directional signage at the intersection of Washington Avenue and Las Vegas Boulevard could provide direction into the historic West Las Vegas neighborhood. Once completed, the Trails Project will include interpretive materials and directional signage.

- **Access/interpretation/visitation/threats:**

These sites are easily accessible by automobile and increased visitation would have no negative impacts.

- **Additional signage needs:**

Directional signage on Las Vegas Boulevard, Bonanza and the 95 Expressway is needed to identify these Cultural Corridor resources for visiting tourists.

Segment 2: Civic Corridor ~ scenic qualities

- **Positive Scenic Features:**

The lush vegetation highlights the recently installed landscaped median, featuring towering date palm trees surrounded by a variety of smaller trees, shrubs, and desert flowers. The City Hall Complex, built in 1970, is a classic example of the contemporary architectural style common during this period of development in America. Clearly visible from the corner of Las Vegas Boulevard and Stewart looking west is the historic neo-classical 1930 era United States Post Office, a building on the National Historical Register, which will undergo a complete restoration. This segment of the Boulevard gives testimony to the blending of both old and new architectural styles that contribute to the uniqueness of Las Vegas Boulevard.

- **Negative Scenic Features:**

The elevated US95 Expressway.

- **Positive aspects of the Negative Scenic Features:**

A trails grant has been obtained and will partially fund an arts project to create an inviting entryway into the cultural corridor. This project could be located along Las Vegas Boulevard where it crosses under the US95 Expressway.

- **Circumstances that might impact the scenic qualities:**

Planned improvements to the city-owned properties on the northeast corner of Stewart and Las Vegas Boulevard will visually enhance the area in the near future.

The US 95 Expressway is planned to be expanded which will provide an opportunity to enhance the aesthetic nature of the structure.

Segment 2: Civic Corridor ~ historic and cultural qualities

- **Types of cultural features:**

City Hall - Las Vegas City Hall Complex

Historic Buildings - Federal Building/Post Office

- **List of the most important sites in this segment: *interpretive support:***

City Hall Complex - the city's Civic Center with administrative offices including the Mayor's Office and City Council Chambers, housed in a classic 1970's curvilinear modern-style structure enclosing a civic plaza.

Post Office/Federal Building - a stately neo-classical structure that was completed in 1933 as part of the WPA federal building program. Plans are being proposed for its future use that may include a museum, cultural facility or other civic uses surrounded by a lush urban park.

- **Access/interpretation/visitation/threats:**

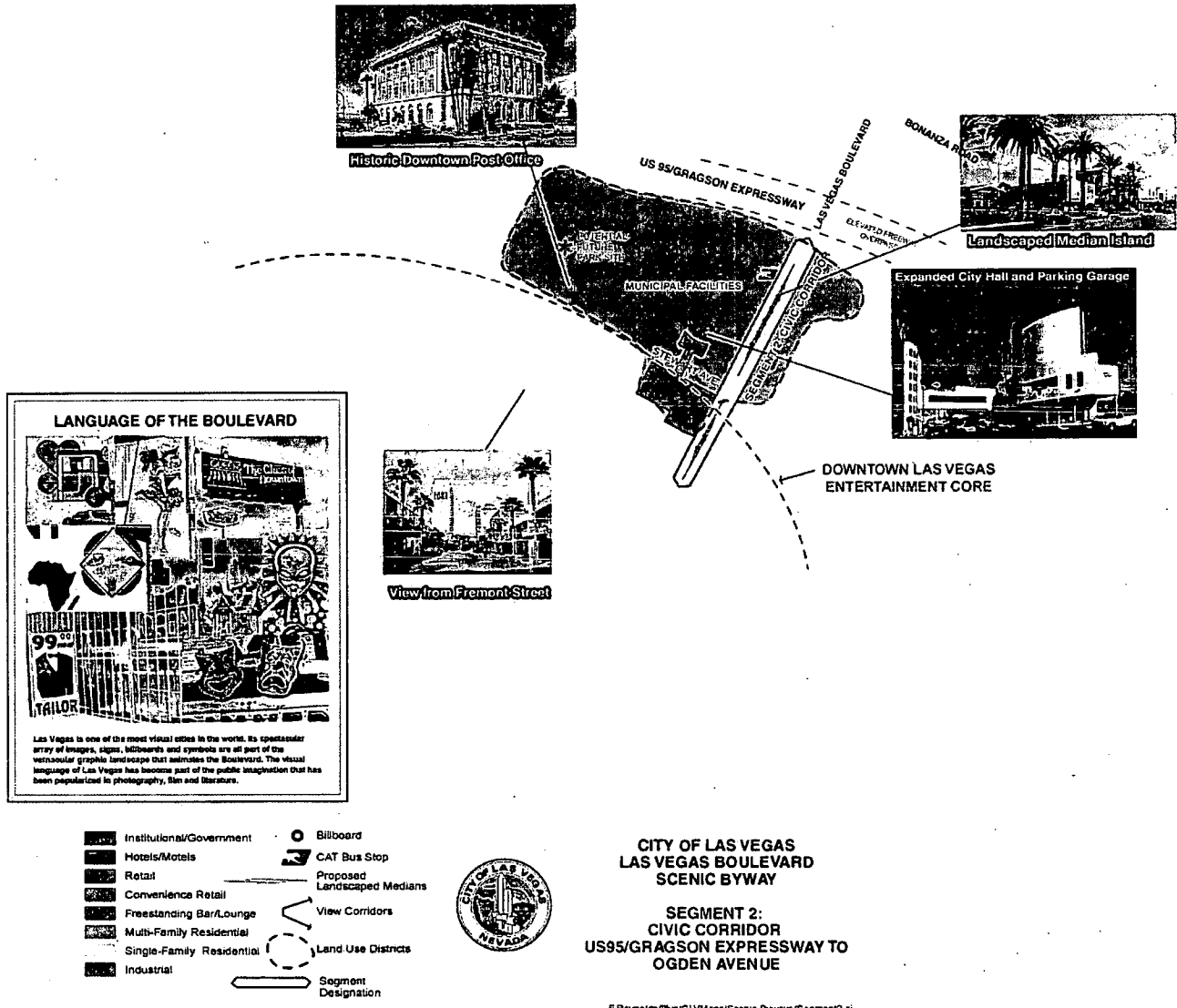
These sites are easily accessible by automobile and increased visitation would have little negative impacts.

- **Additional signage needs:**

Directional signage could help identify and locate the Federal Building/Post Office.

DRAFT

Segment 2: Civic Corridor



Segment 3: Fremont Street Corridor ~ scenic qualities

- **Positive Scenic Features:**

This is the historic town center. To the west is a view of the heart of the city reflecting the historic commercial and casino center of downtown and a streetscape that still resembles, in scale and content, the classic postcard picture of "old" Las Vegas. Fremont Street now features the world's largest electronic sign that transforms the center of Las Vegas into a virtual digital main street. Viewing both east and west along Fremont Street, one can see a collection of historic and legendary casinos commonly known as Glitter Gulch and their gloriously animated neon signs. In addition, the Neon Museum has restored several historic neon signs and installed them throughout the area including Vegas Vic and the Museum's flagship sign, the five-story high Hacienda Horse and Rider, located in the landscaped median on Las Vegas Boulevard.

Neonopolis, a large multimedia and entertainment complex anchor Fremont Street with Las Vegas Boulevard and across the boulevard a new Entertainment District has been formed that will provide activities for tourists and locals alike.

- **Negative Scenic Features:**

Billboards.

- **Positive aspects of the Negative Scenic Features:**

As noted in earlier segments, billboards, graphics and other signage have historically been a part of the visual character of the streetscape of Las Vegas. Many predate the electronic signboards that now dominate the strip.

- **Circumstances that might impact the scenic qualities:**

The tourism economy and the environmental scenic qualities of the downtown streetscape could be impacted by development that threatens to eradicate the iconographic and historic references to Las Vegas as a pop culture outdoor museum of American taste and design of the mid Twentieth Century.

Segment 3: Fremont Street Corridor ~ historic and cultural qualities

- **Types of cultural features:**

Festival sites - Fremont Street Experience

Historic Buildings - Golden Gate Hotel, El Cortez Hotel, Horseshoe, Pioneer

Museums - Neon Museum Gallery of neon signs

Other features - Neonopolis and Entertainment District

- **List of the most important sites in this segment: interpretive support:**

Fremont Street Experience - four of the most famous blocks in America, still the heart of downtown Las Vegas, now a digital Main Street covered with a 90 foot tall space frame electronic vaulted ceiling providing a sound and light spectacular on the

hour each evening. Recently \$17 million has been invested in this site of numerous festivals and events drawing tens of thousands of participants year round.

Glitter Gulch casinos - the legendary casinos of downtown Las Vegas that started it all — Golden Nugget, Fremont, Four Queens, Horseshoe, El Cortez, and the nearby Golden Gate Hotel and Casino, the oldest operating casino and a hotel since 1906. The Union Plaza on Main was the site of the original Railroad Depot.

Neonopolis - the \$100 million retail, food and entertainment complex is now the commercial anchor of Fremont Street. The facility features its own vintage collection of neon signs displayed in an outdoor plaza.

Neon Museum - a display of nine refurbished signs from the Museum's collection in two clusters on the Fremont Street Experience, includes the legendary Hacienda Horse and Rider from 1956, the original Aladdin's Lamp from 1966 and the Chief Hotel Court from the 1940's. Each sign has an accompanying historical plaque.

Vegas Vic - one of the most legendary signs ever made, still in commercial use on the Pioneer Club Building. Vegas Vic has been an icon of Las Vegas since he first made his appearance as a Chamber of Commerce promotion in the late 1940's and was then fabricated into the cowboy sign in 1951. Across the way is his contemporary neon partner, Vegas Vicky, kicking up her boots since the 1980's.

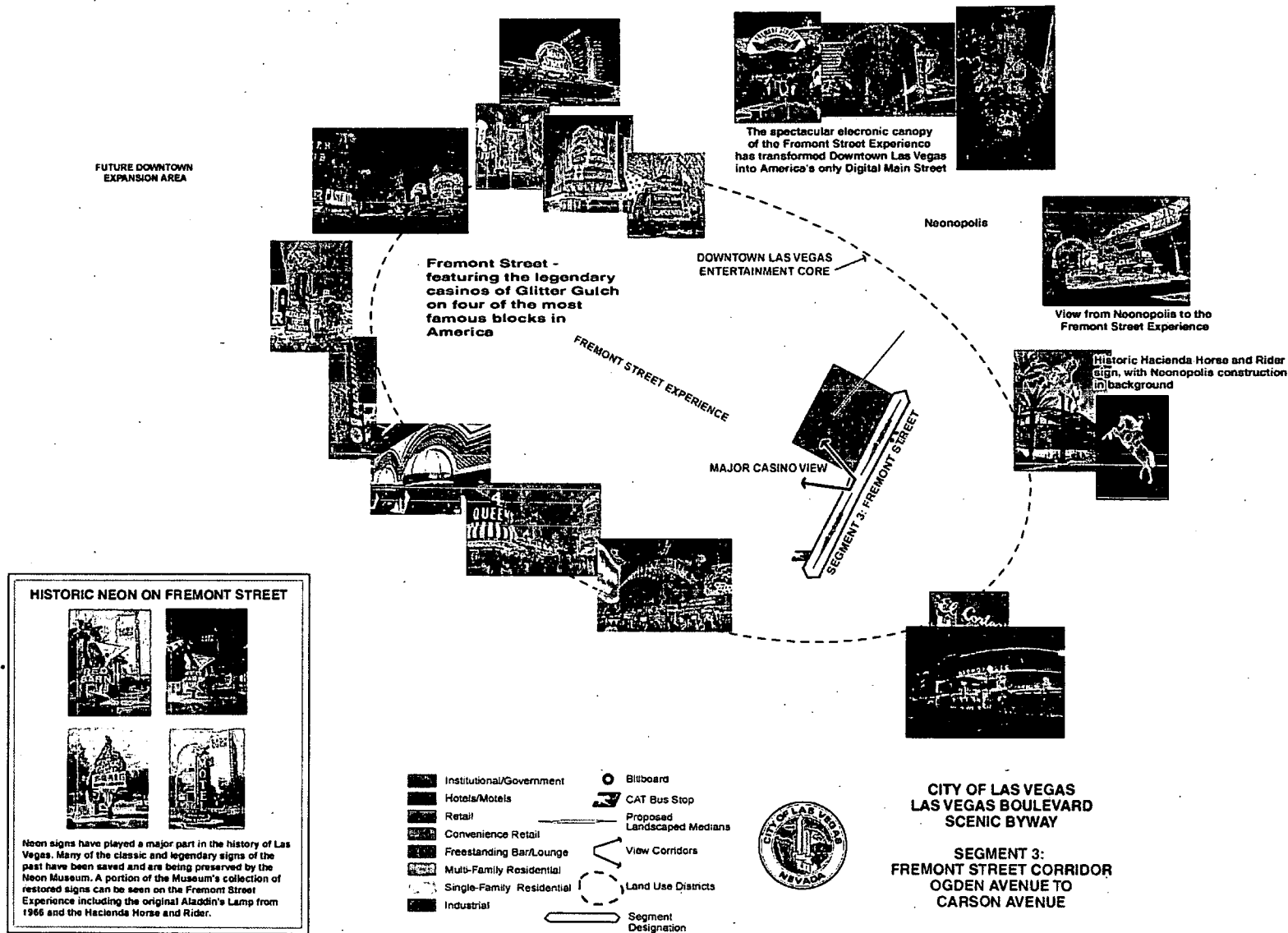
- **Access/interpretation/visitation/threats:**

These sites are easily accessible by automobile and increased visitation would have few negative impacts.

- **Additional signage needs:**

Additional directional signage at various locations would help identify and locate these attractions.

Segment 3: Fremont Street Corridor



F.Reynolds/llus/CLV/Maps/Scenic Byways/Segment3 at
Rev. 14 July 2003

Segment 4: Justice Corridor ~ scenic qualities

- **Positive Scenic Features:**

The recently completed Lloyd D. George Federal Courthouse, a contemporary landmark building, dominates this segment with its monumental steel pillar and soaring canopy. This segment offers unique examples of old and new with the mission-style historic Fifth Street School built by the WPA in the 1930's located across the street. This building, along with the art deco style Las Vegas High School as seen looking east on Bridger, are both listed on the National Historic Register. The neighborhood just to the east of Las Vegas Boulevard was also designated a national historic neighborhood, and features a wide range of custom homes built in the 1920's and 30's.

The City has recently completed a multi-million dollar street improvement project designed to turn the Lewis Street Corridor from Las Vegas Boulevard to Casino Center Boulevard into a landscaped pedestrian avenue featuring cafes, coffee houses and boutiques with sidewalk seating.

This segment also includes an installation of colorful artist designed banners—an annual display called the Aerial Gallery that strengthens the concept of the Boulevard as a unique visual corridor.

- **Negative Scenic Features:**

None noted.

- **Positive aspects of the Negative Scenic Features:**

None noted.

Segment 4: Justice Corridor ~ historic and cultural qualities

- **Types of cultural features:**

Courthouses - Lloyd D. George Federal Courthouse

Historic Buildings - Fifth Street School, Las Vegas High School Building

Neighborhood - Las Vegas High School Historic District

Colleges/schools - Las Vegas Academy of international studies and performing arts and the Downtown UNLV campus

Other Features - historic wedding chapels

- **List of the most important sites in this segment: *interpretive support*:**

Lloyd D. George Federal Courthouse - the new \$97 million Federal Courthouse designed by the LA architecture firm of Mehrdad Yazhant is an immediate urban landmark in downtown Las Vegas. It assumes its civic, judicial and architectural authority on the Boulevard as a contemporary structure dominated by its lattice canopy supported by a soaring 185-foot sculptural pillar.

Las Vegas High School Historic District - an area that dates from the 1930's, it is one of the oldest neighborhoods in Las Vegas, with quaint bungalows and civic showplace homes on tree lined streets; it is listed on the National Register as a historic district.

Lewis Street Corridor - one of the newest downtown urban redevelopment projects creating a three-block long east-west pedestrian corridor linking a number of landmark buildings with new commercial development.

Fifth Street School - an elegant Mission-style complex built by the WPA in 1936 that quietly graces the downtown corner of Las Vegas Boulevard and Lewis. A number of civic, commercial and cultural uses have been proposed for its future use.

Las Vegas High School - designed in 1930 by a Reno architect, it is Las Vegas' only example of art deco style architecture and features in its façade a number of elaborate detailed carvings of flora, fauna and heroic figures.

- **Access/interpretation/visitation/threats:**

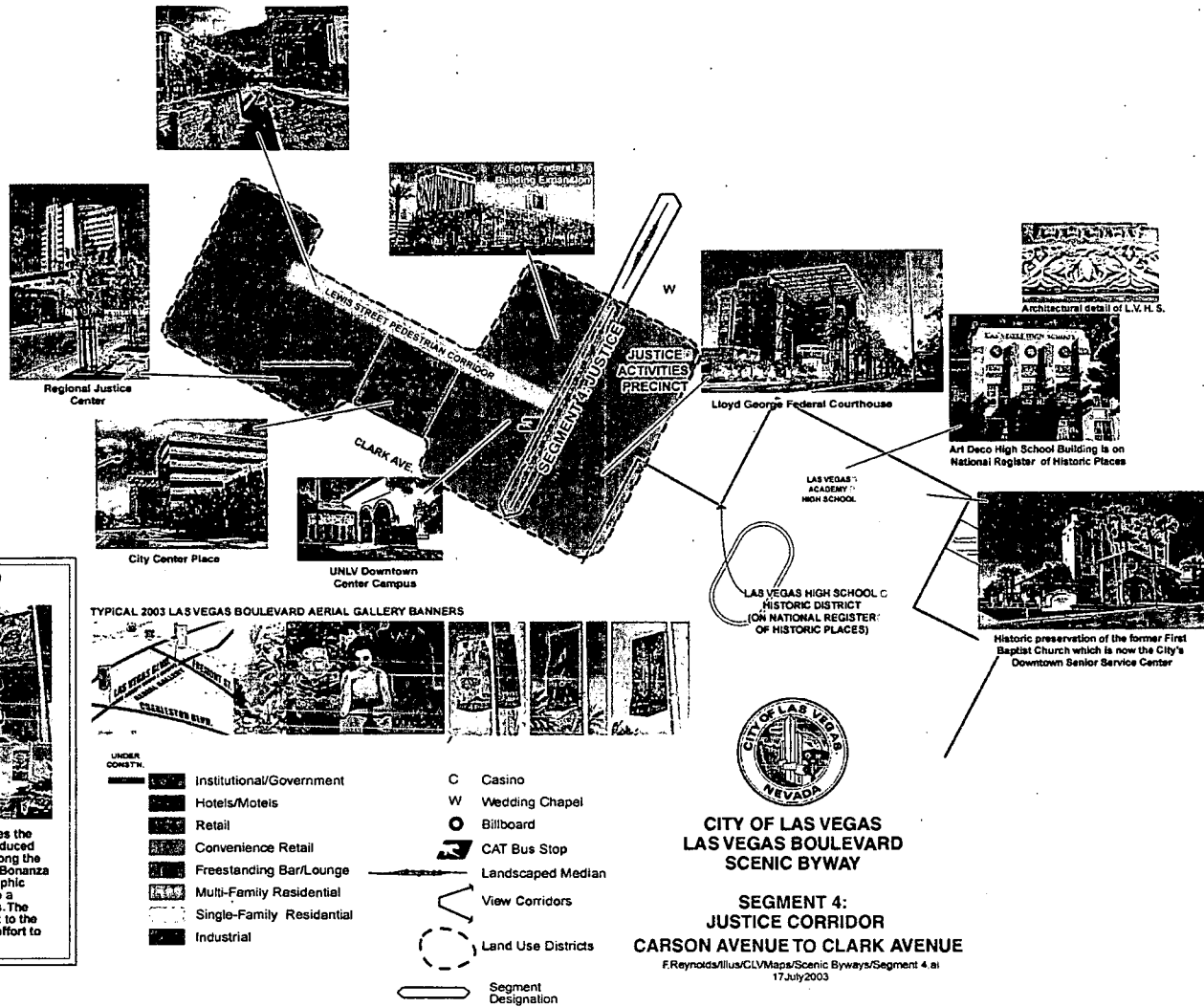
These sites are easily accessible by automobile and increased visitation would have no negative impacts. Public access is limited at the Lloyd George Federal Courthouse and the Las Vegas Academy. Increased automobile traffic might be a concern in the historical Las Vegas High School District.

- **Additional signage needs:**

Additional directional signage at various locations would help identify and locate these attractions.

Segment 4: Justice Corridor

FUTURE DOWNTOWN
EXPANSION AREA



**LAS VEGAS BOULEVARD
AERIAL GALLERY**

The Aerial Gallery Downtown features the original artworks of local artists produced on banners in a mile long display along the Boulevard from Charleston Blvd. to Bonanza Road. These artists' banners are graphic reminders that Las Vegas is home to a dynamic community of visual artists. The installation - linking the Arts District to the Cultural Corridor - strengthens the effort to integrate the arts into Downtown.

Segment 5: Arts Business Corridor ~ scenic qualities

- **Positive Scenic Features:**

Unusual urban scenery includes a number of small motels, wedding chapels, neon signs and commercial businesses that evoke environmental design forms of classic mid-century roadside urban architecture and the commerce of downtown Las Vegas. The emergence of a lively Arts District just west of Las Vegas Boulevard currently anchored by the Arts Factory building features galleries and small shops located on Charleston Boulevard just west of the Boulevard.

- **Negative Scenic Features:**

Decaying store fronts on commercial buildings.

- **Positive aspects of the Negative Scenic Features:**

Recent private interest has been shown that will enhance the visual aspects of the older commercial structures.

- **Circumstances that might impact the scenic qualities:**

Two mixed-use projects are currently being built that will provide street level retail with loft and apartments on the upper levels along Las Vegas Boulevard enhancing the urban livelihood of the area.

Segment 5: Arts Business Corridor ~ historic and cultural qualities

- **Types of Cultural features:**

Neighborhoods - Arts District neighborhood

Other features - Arts Factory Building, Wedding Chapels

Festival site - Arts Factory/Boulder Avenue

- **List of the most important sites in this segment: *interpretive support:***

Arts District - identified in the city's current master plans, this 16-block area at Charleston and Casino Center (with an east boundary on Las Vegas Boulevard) is referred to as the developing Arts District. With a live/work ordinance in place, this area is envisioned as an emerging neighborhood of arts-related businesses, galleries, shops, restaurants, artists studio—all in close proximity to the new residential developments being built downtown.

Arts Factory - the hub of the developing Arts District, this warehouse complex is home to 20 arts-related businesses and galleries. It is the dynamic focus of a number of arts and cultural events including the Gateway Arts and Music Experience (GAME) held annually in October.

The S² Art Building - is world headquarters for S² Art Group, Ltd, one of the world's foremost fine art publishers and gallery organizations. The first floor houses the largest fine art lithography Atelier in the world. Internationally famous artists journey to the S² Atelier, where they create beautiful limited edition lithographs, the old fashioned way. Prints are pulled by hand, one pure color at a time from artist-drawn plates, a separate plate being drawn for each color in the print. Rare historic French presses manufactured in the 1870's are utilized. Seeing this rare, hands-on art production in progress is a singular treat.

Wedding Chapels - Las Vegas is the "Wedding Capitol of the World" with over 100,000 weddings taking place each year—and Las Vegas Boulevard is home to many of the most quaint and charming chapels in the city—a number of which are located in this segment. As one of America's legendary places to get married, these chapels offer a spirited range of themed weddings in a variety of settings—and some may include unique features like an Elvis impersonator or a 24-hour drive-through service window.

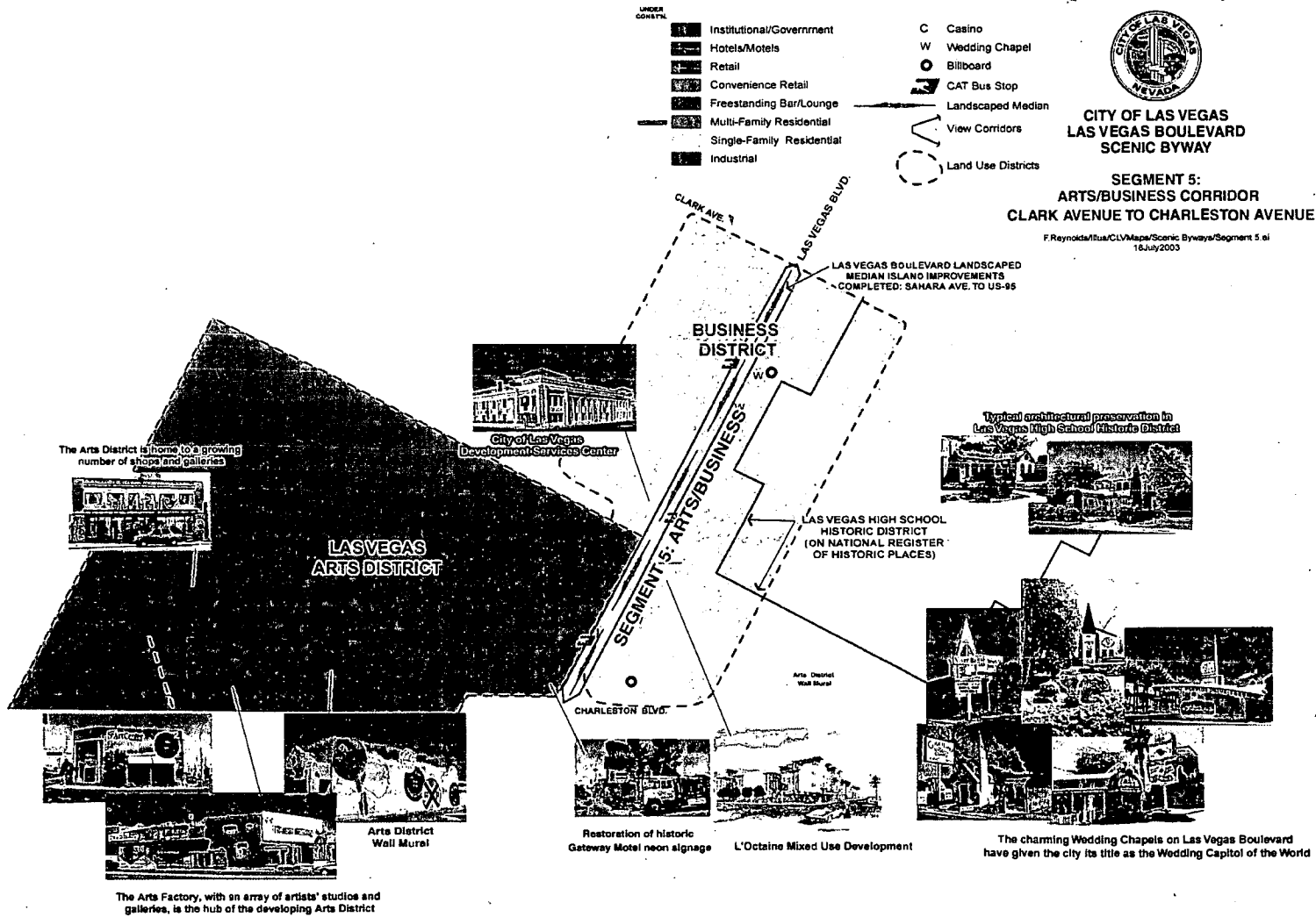
- **Access/interpretation/visitation/threats:**

These sites are easily accessible by automobile and increased visitation would have few negative impacts.

- **Additional signage needs:**

Additional directional signage at various locations would help identify and locate these attractions.

Segment 5: Arts Business Corridor



Segment 6: Gateway Corridor ~ scenic qualities

- **Positive Scenic Features:**

Unusual vegetation enhances a downtown gateway at the intersection of Las Vegas Boulevard and Fourth Street consisting of a dense landscaped installation of date palms, cacti, desert wild flowers and other plants native to the area. This segment also includes a cluster of wedding chapels, vintage motels and classic neon signs—some of the best examples that remain of roadside motor hotels along the Boulevard that predate the Strip. Several ethnic restaurants are located along this segment that provide an exotic flare to the area.

The historic John S. Park residential neighborhood is located just to the east of the Boulevard between Charleston and Oakey. This is a vintage neighborhood of classic older homes with lush lawns arranged neatly along tree-shaded streets.

- **Negative Scenic Features:**

Billboards and adult oriented businesses.

- **Positive aspects of the Negative Scenic Features:**

Las Vegas Boulevard has traditionally been home to a variety of businesses appealing to adult tastes and entertainment. These types of enterprises contribute to the legend of "Naked City"* and can provide an environmental and social context for the diverse range of entertainment activities that are unique to the history and development of Las Vegas.

**The name Naked City came about in the late 1950's when showgirls would sun bathe topless at apartment complexes located in the area.*

- **Circumstances that might impact the scenic qualities:**

Encroaching commercial development from Las Vegas Boulevard into the John S. Park neighborhood would negatively impact the scenic quality of this area and compromise its historic integrity.

Segment 6: Gateway Corridor ~ historic and cultural qualities

- **Type of Cultural features:**

Neighborhoods - Historic John S. Park neighborhood

Churches - Collection of Wedding Chapels

Other features - Vintage motels and historic signs; enhanced median

- **List of the most important sites in this segment: *interpretive support:***

Vintage motels and classic signs - Las Vegas Boulevard has always been identified in the popular imagination as an urban streetscape featuring the classic curbside motels and neon signs of past decades. Many tourists come to Las Vegas

to seek out this history—popularized in photography, film and literature—and areas of the Boulevard, including this segment, still feature some of these charming motels with their vintage signs still in place.

Wedding Chapels - Las Vegas is the "Wedding Capitol of the World" with over 100,000 weddings taking place each year—and Las Vegas Boulevard is home to many of the most quaint and charming chapels in the city—a number of which are located in this segment. As one of America's legendary places to get married, these chapels offer a range of themed weddings in a variety of settings—and some may include unique features like an Elvis impersonator or a 24-hour drive through service window.

John S. Park neighborhood - a historically significant neighborhood just east of the Boulevard near Oakey, with classic older homes set against grassy lawns arranged neatly along tree shaded streets. The area was designated the city's first historic district on March 19, 2003 via the Historic Preservation Commission and the Planning Commission of the city of Las Vegas.

Downtown Gateway Entry - at the intersection of Fourth and Las Vegas Boulevard, this urban area is home to 222 date palm trees and a wide assortment of native plants and wildflowers. The site marks the arrival of downtown and anchors the southern realms of downtown.

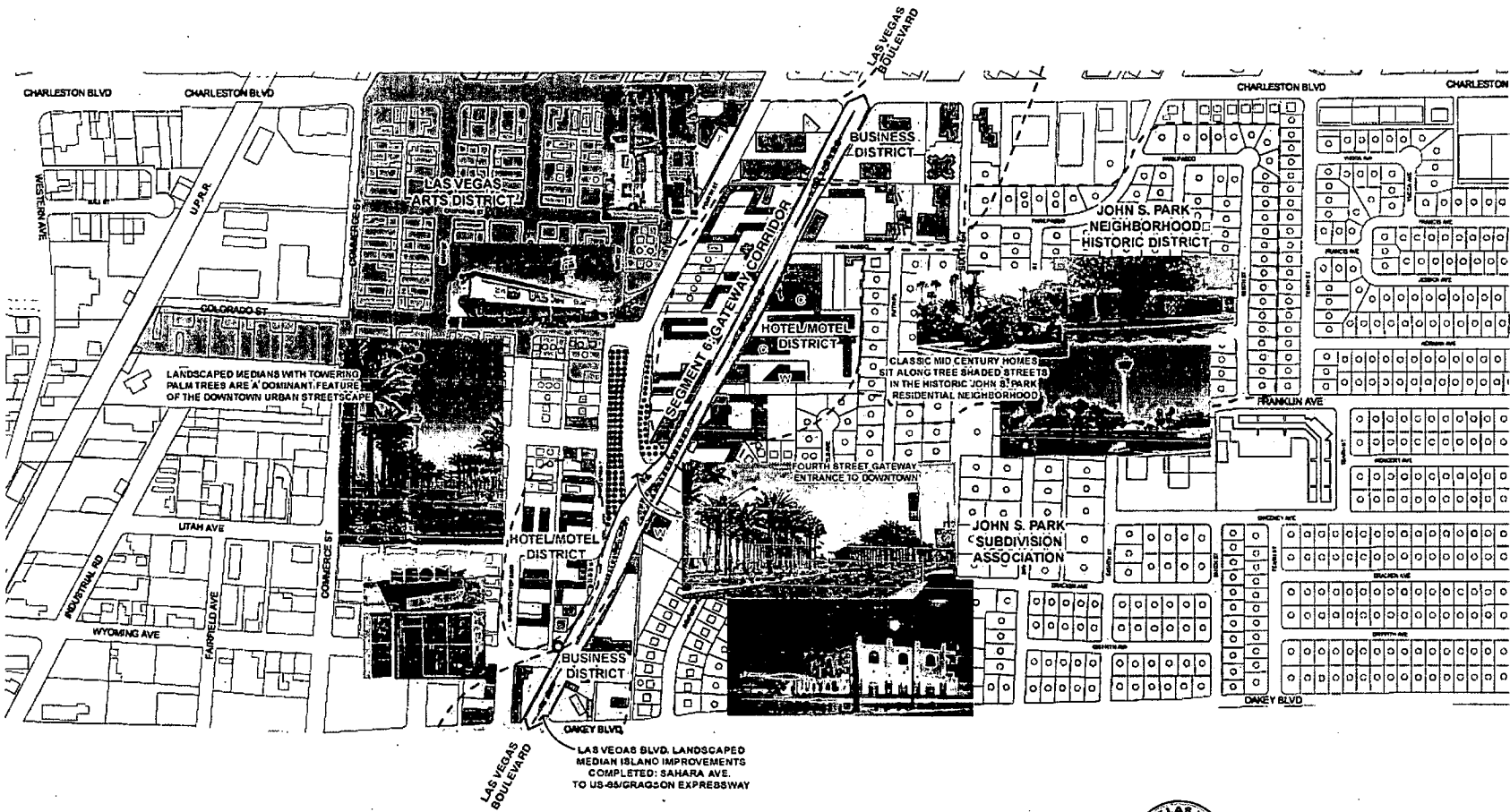
- **Access/interpretation/visitation/threats:**

These sites are easily accessible by automobile, with adequate parking. Increased visitation would have little negative impact.

- **Additional signage needs:**

Additional directional signage at various locations would help identify and locate these attractions.

Segment 6: Gateway Corridor



- | | | | |
|--|---------------------------|--|---------------------|
| | Institutional/Government | | C Casino |
| | Hotels/Motels | | W Wedding Chapel |
| | Retail | | Billboard |
| | Convenience Retail | | Landscaped Median |
| | Freestanding Bar/Lounge | | CAT Bus Stop |
| | Multi-Family Residential | | View Corridor |
| | Single-Family Residential | | Land Use Districts |
| | Industrial | | Segment Designation |



**CITY OF LAS VEGAS
LAS VEGAS BOULEVARD
SCENIC BYWAY**

**SEGMENT 6:
GATEWAY CORRIDOR
CHARLESTON BLVD. TO SAHARA AVENUE**

F. Reynolds/ILUS/CLV Maps/Scenic Byways/Segment 6.sx
21 Jan 2004

Segment 7: Casino Corridor ~ *scenic qualities*

- **Positive Scenic Features:**

Unusual urban scenery includes the Stratosphere Casino Tower. At 1,149 feet, the tower is the tallest freestanding observation tower in the United States and the tallest building west of the Mississippi River. Dominating the urban skyline of Las Vegas, it also provides a dramatic transition and connection of the city of Las Vegas to the Strip, located across Sahara Avenue in Clark County. The exotic nature of the many ethnic restaurants continues along this segment of the Boulevard.

The lush landscaped median provides a visual continuity in passing from the city on to the Strip. In addition, there are several clusters of 1950's era motels and signage which reference the classic streetscape of the Boulevard and provide a visual model of what the Strip resembled prior to the era of Mega resorts.

- **Negative Scenic Features:**

Billboards and commercial strip malls.

- **Positive aspects of the Negative Scenic Features:**

Previously addressed.

- **Circumstances that might impact the scenic qualities:**

Previously addressed.

Segment 7: Casino Corridor ~ *historic and cultural qualities*

- **List of Cultural features:**

Notable structures - Stratosphere

Sites of national prominence - Gateway to the Strip

Historic buildings - Vintage motels and signs

Neighborhoods - Meadows Village (known to locals as "Naked City" back in the 1950's and 60's due to the showgirls who would sun bathe topless in the area)

Beverly Green - a neighborhood of up-scale homes that historically were home to the important movers & shakers of Las Vegas

- **List of the most important sites in this segment: *interpretive support:***

Stratosphere - the tallest structure in the American West, this landmark building dominates the entire horizon of the Las Vegas Valley. It is a pivotal commercial and environmental anchor of Las Vegas Boulevard and serves as a dramatic gateway between the city and the Strip. As both a symbolic image and a commercial enterprise, the casino complex and this building serve as symbolic and literal connectors between the old and the new, between gaming and its historic need for large scale attractions, and as a connector between Las Vegas Boulevard downtown and its evolutionary by-product, the Strip.

Vintage motels - Las Vegas Boulevard has always been identified in the popular imagination as an urban streetscape featuring curbside classic motels and neon signs of past decades. Many tourists come to Las Vegas to seek out this history—popularized in photography, film and literature—and areas of the Boulevard, including this segment, still feature some of these charming motels with their vintage signs intact.

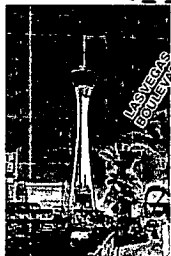
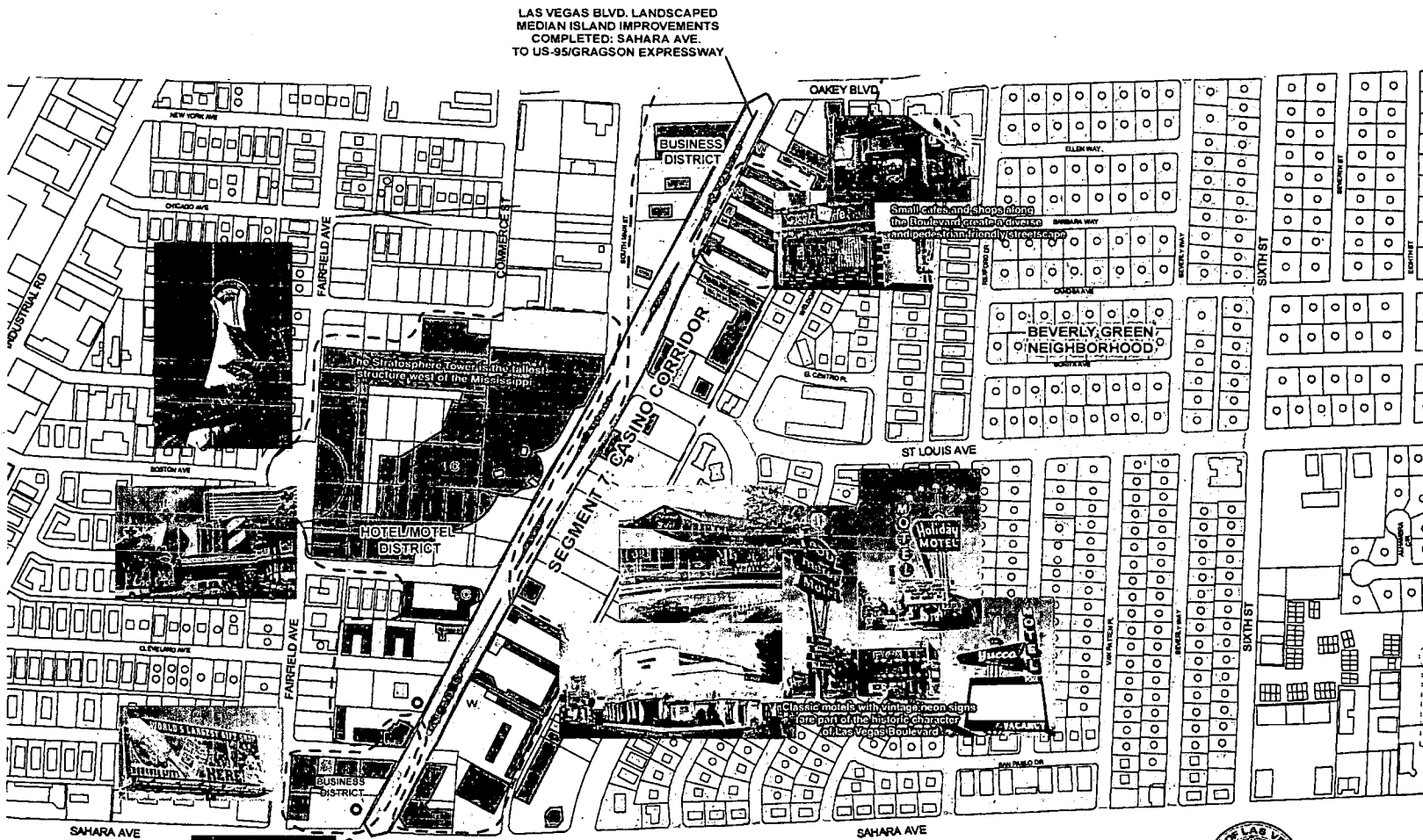
- **Access/interpretation/visitation/threats:**

These sites are easily accessible by automobile, with adequate parking. Increased visitation would have little negative impact.

- **Additional signage needs:**

Additional directional signage at various locations would help identify and locate these attractions.

Segment 7: Casino Corridor



The Stratosphere Tower dominates the entire horizon of the Las Vegas Valley, and forms a connector between Downtown Las Vegas and its evolutionary by-product, the Las Vegas Strip

- | | | | |
|--|------------------------------|--|------------------------|
| | Institutional/Government | | C Casino |
| | Hotels/Motels | | W Wedding Chapel |
| | R Retail | | B Billboard |
| | CR Convenience Retail | | LM Landscaped Median |
| | FL Freestanding Bar/Lounge | | CB CAT Bus Stop |
| | MR Multi-Family Residential | | VC View Corridors |
| | SR Single-Family Residential | | LD Land Use Districts |
| | I Industrial | | SD Segment Designation |



**CITY OF LAS VEGAS
LAS VEGAS BOULEVARD
SCENIC BYWAY**

**SEGMENT 7:
CASINO CORRIDOR
OAKLEY BLVD. TO SAHARA AVENUE**

P. Reynolds/Reynolds/CLVMap/Scenic Byways/Segment 7
25 July 2003

Overview of Strategies to protect Intrinsic Qualities

In order to protect and enhance the three intrinsic qualities that are unique to this Byway; scenic, historic and cultural, the following strategies will be implemented:

Scenic Quality: The scenic quality of the Byway is captured at night primarily due to the quantity, quality and color of the neon lights used in the signage. To protect and enhance this intrinsic quality, the city is currently drafting a signage overlay for the Byway route that will require an unspecified percentage of any new signage to have neon lights. In addition, grants will be sought in partnership with the Neon Museum, to repair and or replace neon signs that are in poor condition.

Historic Quality: The local Historic Preservation Commission has commissioned a survey to identify and document all historic buildings and properties along the Byway. In addition, the city is preparing an application for motel and wedding chapel owners to participate in the Federal Historic Preservation Tax Credit program.

Cultural Quality: The city is actively working with the private sector to develop and activate an Arts District and an Entertainment District along the Byway. Several museums and cultural venues are currently in the process of expanding and remodeling their facilities. In addition, the city is actively seeking out new museum and cultural resources to locate on or near the Byway.

Historic Preservation

Historic buildings help give a community a sense of identity, stability and orientation. No one would argue that the many historic hotels, wedding chapels and shops that line Las Vegas Boulevard do contribute to a very unique and exciting sense of place. The Federal Government has implemented many programs to ensure the preservation of vital resources such as these, one of which is the Federal tax incentives for rehabilitation of historic buildings. This program includes a 20% tax credit for the *certified rehabilitation of depreciable, certified historic structures* and a 10% tax credit for the rehabilitation of *non-historic, non-residential buildings* built before 1936. The tax credit lowers the amount of tax owed on a property by 20% or 10% of the amount spent in a *certified rehabilitation of a certified historic structure*.

The Scenic Byway Corridor Management plan provides a great opportunity for many of the individual owners of historic properties to consider listing their property(s) with the National Register of Historic Places (NRHP). This would qualify that property as a *certified historic structure*, making the owner eligible to receive tax credits on substantial rehabilitations. The program is completely voluntary, and the only restrictions placed on the property are those governing the rehabilitation project(s). Listing in the National Register of Historic Places does not include the property on the local historic property register, and therefore does not require additional local review of permitted modifications. However, *if the owner wishes to receive tax credits*, the rehabilitation project must be done to the Secretary of Interior's Standards for Rehabilitation, and will be monitored by a representative of the National Park Service, and the State Historic Preservation Office.

For the purposes of the Scenic Byway CMP, a Multiple Property Nomination (MPN) including the hotels and wedding chapels would be most feasible. With this type of nomination, groups of related significant properties are nominated to the NRHP under a cover document, which serves to tie the properties together under an umbrella of type and historic context. The properties are nominated individually and can be added to the MPN over time. This process would be under the guidance of the City of Las Vegas Historic Preservation Commission.

Safety Review

This is one of the nation's most heavily traveled roadways. According to Citizens Area Transit (the local mass transit authority) reports, 30,000 people ride the bus along this route each day. On average, an additional 835 people can be found walking each element of the byway on any given day. Add to this mass mix of people an average of 29,000 vehicles traveling the Byway each day, and the potential for conflict is created. However, given the large volume of both pedestrians and vehicles in such a confined area, there were surprisingly few injuries due to accidents over a three-year period.

Accident data for the three-year period of March 2000 through February 2003 provided by the Nevada Department of Transportation's Safety Engineering Section confirms this notion. During this period, a total of 1,623 accidents were reported along the Byway. Of this number, 1,069 involved only property damage, 553 resulted in personal injury, and one fatal accident involving a pedestrian in the roadway. The three Las Vegas Boulevard intersections with the highest number of accidents were Sahara Avenue with 324, Charleston Boulevard with 135 and Bonanza Road with 92. Along this route, the three leading types of accidents were rear-end collisions with 677, sideswipe collisions in the same direction at 285 and left-turn collisions numbered 235.

In order to reduce the number of accidents and injuries along the byway several improvements and enhancements should be installed. These could include upgrading crosswalks, sidewalks, walking paths, bike paths, bus pullouts, and transit stations and shelters; enhancing the median islands including landscape; and installing and extending architectural embellishments such as transit shelters, trash receptacles, newspaper stands, parking facilities and lighting as well as the drainage system on the Byway.

Billboards

Las Vegas is unique when it comes to outdoor advertisement in the country. The bigger, brighter, and more creative the advertisements are, the better, appears to be the motto in Las Vegas. When the Las Vegas Boulevard Scenic Byway was designated by the State of Nevada in 2001, there were 9 classic billboards along the byway corridor. This plan recommends that these billboards' use permits not be renewed and no new billboards be permitted along the corridor, in order to enhance our application for national designation. The City plans to ask the various outdoor advertisement companies to voluntarily remove the billboards in question in exchange for other city-owned billboard sites. If companies choose not to do this, then when their use permits are reconsidered by City Council, a new condition requiring neon lighting may be added in order for the billboards to remain. Another option would be to compensate the companies, as required by Nevada State law, and have the billboards removed. Las Vegas Boulevard will comply with all local, state and federal laws as evaluated on a case-by-case basis.

Signage for the Byway

The city of Las Vegas will be working with NDOT to develop signage for the Byway. It is anticipated that signage will be located along the Byway and on the exits from I-15 and US 95 nearest the Byway.

Marketing and Publicity

There are several existing marketing efforts for the Las Vegas Strip and Downtown Casinos that are located along the Byway. Several websites are either currently or in the near future will feature the Byway. These include Clark County, Nevada Commission on Tourism, Las Vegas Convention and Visitors Authority, Hotel and Motel Association, individual resorts and the Nevada State Scenic Byway Map. Brochures, and pamphlets will be developed as the funds become available.

An interpretation plan will be developed upon Federal designation.

Roadway Changes

There are no plans to widen this section of roadway. There are plans to expand the median landscaping project north from US 95 to Washington Avenue as funds become available. Normal routine maintenance can be expected but will not have an impact on the overall scenic qualities of the Byway.

Interpretive Plans

Once a national designation is achieved, efforts will focus on developing a comprehensive interpretive plan. This plan will recommend a central visitors center be built for use as a clearinghouse for all the information regarding the scenic, cultural and historic intrinsic qualities of the Byway. It is anticipated that resources will be developed in several major languages due to the increasing number of foreign visitors to the area, as well as recruiting volunteers to staff the center and act as guides.

RECEIVED





MAYOR

Oscar B. Goodman

CITY COUNCIL

Mayor Pro-Tem Gary Reese

Larry Brown

Lynette Boggs McDonald

Lawrence Weekly

Michael Mack

Janet Moncrief

CITY MANAGER

Douglas A. Selby



NEIGHBORHOOD SERVICES DEPARTMENT

NON-DISCLOSURE and NON-CIRCUMVENT AGREEMENT

Dated this _____ day of _____, 20____ LAS VEGAS, Nevada

THIS AGREEMENT made and executed on the date first set above by and between:

PARTY OF THE FIRST PART: ISAAC HENDERSON

and PARTY OF THE SECOND PART: WARD 1

hereinafter referred to as the "FIRST PARTY" and the "SECOND PARTY".

WHEREAS, First Party and Second Party, each having certain sources of information, clients, contacts and/or funds, are seeking the like from the other; and,

WHEREAS, First Party and Second Party each deem it to be to their mutual advantage to disclose to each other, certain of their sources of information, clients, contacts and/or funds.

NOW THEREFORE, for and in consideration of the mutual agreements and covenants contained herein, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, First Party and Second Party hereby agrees as follows:

1. RELATIONSHIP: First Party and Second Party are neither employees nor agents of the other, but rather, are acting as Independent Agents who are cooperating toward the consummation of various projects and/or financial transactions between them and their clients or associates. Each Party hereto hereby agrees: to comply with all governmental rules, regulations and the laws of the State of Nevada and/or the laws of the state and/or the laws of the United States and/or the laws of the country in which the transactions are to take place; to not misrepresent themselves or the other in any manner whatsoever, and to not discuss or disclose information concerning such transactions to others who are not involved.

RECIPROCAL AGREEMENT: It is understood that this Agreement is a Reciprocal Agreement between the signatories, concerning their privileged information, contacts, clients and sources of funding, collateral, et al.

3. PROTECTION OF SOURCES: First Party and Second Party covenant and agree that neither they nor any corporation, association, firm or individual to which they are a party, a member of, agent for, employee of, or otherwise associated with, that may benefit financially or otherwise from this association, will approach the other Party's source of funds, clients or contacts introduced or referred by the other (corporations, partnerships, associations or individuals) hereinafter for a period of FIVE (5) YEARS from the dating of this Agreement, or from the last transaction for the purpose of negotiating and Agreement or transaction which does not include the other Party to this Agreement.

4. DEFAULT: In the event of any breach of this Agreement the prevailing party shall be entitled to full injunctive relief without need to post bond, which rights shall be cumulative with and not necessarily successive or exclusive of any other legal rights.

5. COSTS OF DEFAULT: In the event that any Party defaults in any of its duties, responsibilities, obligations or covenants, as specified herein, the defaulting Party shall pay all costs and expenses, including but not limited to, the costs of collecting fees, lost interest, loss of profit, loss of bargain, or any other losses or damages incurred of whatsoever nature, including reasonable attorney's fees and cost of mediation or arbitration.

6. MODIFICATION: This Agreement is the entire Agreement of the Parties hereto, and supersedes all prior Agreements. This Agreement may be modified, but only in writing, signed by both Parties hereto.

NOTICE: Any notice required to be given concerning this Agreement shall be in writing, and shall be sent by registered return receipt requested. Said notice shall be deemed effective on the date of delivery, as evidenced by the date specified in the return postal receipt. All such notices shall be delivered to the following addresses:

PARTY OF THE FIRST PART:

ISAAC HENDERSON

P.O. Box 1035

LAS VEGAS, NV 89125

PARTY OF THE SECOND PART:

8. GENERAL PROVISIONS: The paragraph headings used herein are for the convenience of the Parties and shall not be deemed to modify or construe the provisions hereof. This Agreement shall extend to, and be binding upon the successors, heirs, executors, administrators, assigns and legal representatives of the Parties hereto.

9. AUTHORITY: The persons signing this Agreement hereby represent and warrant that each has full authority to sign this Agreement for, and on behalf of the Party for which he is signing, and that, in the case of CLIENT, that the Party for which he is signing, has passed a Resolution by its Board of Directors at a meeting duly noticed and called, or have taken such other action as may be required by the Party's governing articles, charter, documents, constitution, or the like, and as required by applicable statute and law.

In Witness Whereof, I/We have hereunto set my hand/our hands this _____ day of _____, 20____.

Signature of Party of the First Part

Signature of Party of the Second Part

Submitted at City Council

Print or type name here

Print or type name here

Date 4/16/04 Item # 83

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 7, 2004

DEPARTMENT: CITY CLERK

DIRECTOR: BARBARA JO (RONI) RONEMUS ☐ **CONSENT** ☒ **DISCUSSION**

SUBJECT:

BOARDS & COMMISSIONS:

ABEYANCE ITEM - PARK & RECREATION ADVISORY COMMISSION – Malcolm D. White, Term Expiration 4-1-2004

Fiscal Impact

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

PURPOSE/BACKGROUND:

The term of office for Malcolm D. White has expired April 1, 2004. There is no City residency requirement, terms are for three years and there is no limit to the number of terms that may be served. Mr. White is eligible and wishes to be reappointed.

RECOMMENDATION:

Procedure for this Board requires appointment by the City Council. Options are:
Appoint a new member or Reappoint Mr. White to this seat

BACKUP DOCUMENTATION:

1. Current Listing and Authority-Park & Recreation Advisory Commission
2. Memo from Dr. Barbara Jackson, Director of Leisure Services
3. Memo from Councilwoman McDonald recommending Malcolm White

MOTION:

BROWN – Motion to REAPPOINT MALCOLM D. WHITE – UNANIMOUS with L.B. McDONALD excused

Clerk to notify

MINUTES:

COUNCILMAN BROWN explained COUNCILWOMAN McDONALD had discussed with him the reappointment of MR. WHITE.

(10:27 – 10:27)

1-3209

PARK & RECREATION ADVISORY COMMISSION

<u>MEMBERS</u>	<u>ZIP ADDRESS</u>	<u>CODE</u>	<u>ORIGINAL APPT.</u>	<u>TERM EXPIRES</u>
1. CASALEGGIO, DAVE (M. McDonald' recommendation)	352 Mallard Street	107	2-05-2003	2-05-2006
2. O'NEILL, TIM (Mack' recommendation)	8905 Colorful Pines (Ward 6)	143	12-04-2002 (Term begins 12-11-2002)	12-11-2005
3. LAZZARO, CHRIS (Brown' recommendation)	7329 Hollywood Park Ave. (Ward 4)	29	11-05-2003 (Term begins 12-12-2003)	12-12-2006
4. SAPLING, WALTER T. (Adamsen' recommendation) (Brown' recommendation) (Reese' recommendation)	2828 Bluffpoint Drive (Ward 4)	134	11-06-1996 (Term begins 1-08-1997) (Reappoint 12-15-1999) (Reappoint 1-08-2003)	1-08-2006
5. HEENAN, LETIA (LEE) M. (Adamsen' recommendation) (Goodman' recommendation)	4527 Alpine Place (Ward 1)	107	9-1974 (Reappt 12-15-1997) (Reappt 1-03-2001) (Reappt. 1-7-2004)	1-7-2007
6. ROMEO, DONALD MD. (Hawkins' recommendation) (M. McDonald' recommendation) (Mack' recommendation)	Hm: 4821 Black Bear Road Condominium No. 101 (Ward 6)	129	1-1977 (Reappoint 11-06-1996) (Reappoint 10-20-1999) (Reappoint 10-16-2002)	11-18-2005
7. BLACKBURN, BRENT (Reese' recommendation) (Filled unexpired term of Mattie Martin - Deceased)	1205 James Street (Ward 3)	101	10-18-2000 (Reappoint 12-05-2001)	1-06-2005
8. CORDEIRO, CARLOS (Brown' recommendation) (Filled unexpired term of Zelda Weingard)	2004 White Falls St. (Ward 4)	128	6-4-2003	11-18-2005
9. SHEA, MARJEAN (Mayor Jones' recommendation) (Reese' recommendation) (Reese' recommendation)	7056 Hillcroft Way (County)	147	11-06-1996 (Term begins 12-11-1996) (Reappoint 12-01-1999) (Reappoint 11-20-2002)	12-11-2005
10. WHITE, MALCOLM D. (L. B. McDonald' recommendation) (Filled unexpired term of Jack Doyle - Deceased)	8504 Copper Falls Avenue (Ward 4)	129	11-07-2001	4-01-2004
11. SHERMAN, LISA B. (Brass' recommendation) (Formerly Lisa Cavaretta) (Home - 3077 Yankee Clipper Dr., 89117) (Reese' recommendation)	P. O. Box 80104 (Mailing) (Ward 2)	180	4-01-1992 (Reappoint 4-05-1995) (Reappoint 3-23-1998) (Reappoint 3-07-2001) (Reappoint 3-17-2004)	4-01-2007

12.	FOGER, CHARLES (Weekly' recommendation)	1121 Tumbleweed Avenue (Ward 5)	106	11-06-2002 3-24-2006 (Reappt. 2-19-2003)
13.	LANCES, JENNIFER (M. McDonald' recommendation)	Administrative Services, 6 th Floor P. O. Box 551712 (Ward 1)	155	3-19-2003 3-19-2006
14.	HAUPT, ERNIE (Adamsen' recommendation) (L. McDonald' recommendations)	1434 Cottonwood Place (Ward 3)	101	12-07-1998 3-24-2006 (Reappt. 3-01-2000) (Reappt. 3-05-2003)
15.	McCURDY, WILLIAM (Goodman' recommendation) (Replaced Manny Abeyta - Moved out of state) (Goodman' recommendation)	1117 Hart Avenue (Ward 5)	106	12-05-2001 2-20-2006 (Reappt. 1-22-2003)

ON APRIL 12, 2000 MEMBER JEANNE A. ROBERTS, WAS NAMED "MEMBER EMERITUS" BY THE PARK AND RECREATION ADVISORY BOARD FOR HER LONG SERVICE TO THIS BOARD.

NOTE: On 1-8-1992 the Council adopted Bill 91-1977, which terminated the Golf Board and added the functions previously handled by the Golf Board as functions of the Park & Recreation Board.

AUTHORITY: LVMC 2.42. Amended by Bill 2001-70, Ordinance 5346, adopted 8-1-2001.

MEMBERS: 15 members appointed by the City Council. (Increased from 11 to 15 on 2-6-1991, Bill 91-2)

TERM: 3 years (no limit to number of terms)
(must fill unexpired terms)

NOTES: No City residency requirement.

NO FINANCIAL DISCLOSURE REQUIREMENT per Bill 2001-70, Ordinance 5346, adopted 8-1-2001.

MEETS: Meets 2nd Wednesday of each month, 5:00 P.M., 749 Veterans Memorial Drive, Conference Room

Memorandum

City of Las Vegas
Department of
Leisure Services

To: Barbara (Roni) Ronemus, City Clerk
From: Barbara P. Jackson, DPA
CC: Donna Willey, Mary Klaholz
Date: February 23, 2004
Re: Parks and Recreation Advisory Commission - Reappointments

Lisa Sherman and Malcolm White's appointment will expire April 1, 2004. Ms. Sherman and Mr. White have requested a desire to be reappointed to the Parks and Recreation Advisory Commission.

Ms. Sherman was present for eight of eleven meetings in 2001, seven of ten meetings in 2002, ten of twelve meetings in 2003, and none of two meetings in 2004.

Mr. White was present for nine of ten meetings in 2002, ten of twelve meetings in 2003, and two of two in 2004.

If you need additional information, please contact Mary Klaholz at extension 6588.

Thank you.

BPJ:mdk

RECEIVED
CITY CLERK
2004 FEB 23 P 3:53

Memorandum

City of Las Vegas
City Council Office

To: Mayor Oscar B. Goodman
Councilman Gary Reese
Councilman Larry Brown
Councilman Lawrence Weekly
Councilman Michael Mack
Councilwoman Janet Moncrief

From: Councilwoman Lynette Boggs McDonald *LB*

CC: Barbara Jo (Roni) Ronemus

Date: March 15, 2004

Re: Parks and Recreation Advisory Commission – **April 07, 2004 Agenda**

I am recommending Mr. Malcolm White be reappointed to the Parks and Recreation Advisory Commission. He was originally appointed in 2001 and is eligible for reappointment. Mr. White is a resident of the city of Las Vegas and has done a great job during his tenure.

Thank you for your consideration.

RECEIVED
CITY CLERK
2004 MAR 26 P 1:57