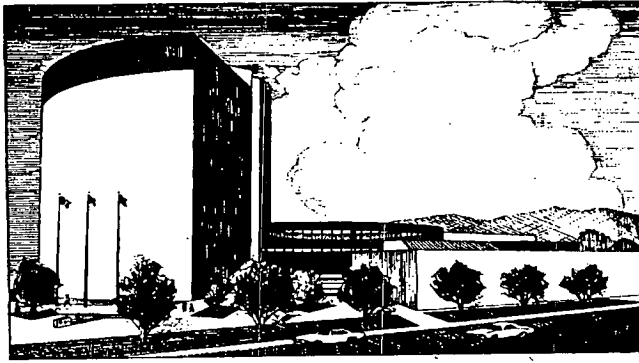




MINUTES

City of Las Vegas

CITY COUNCIL

COUNCIL CHAMBERS • 400 STEWART AVENUE • 229-6011 (VOICE) • 386-9108 (TDD)

CITY COUNCIL Meeting of

OCTOBER 6, 2004

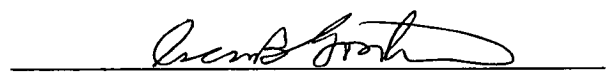
INVOCATION
PLEDGE OF ALLEGIANCE

CITY COUNCIL	PRESENT	ABSENT	EXCUSED
MAYOR OSCAR B. GOODMAN	☒	☐	☐
COUNCILMAN GARY REESE MAYOR PRO-TEM (Excused from PM session at 3:59 PM)	☒	☐	☐
COUNCILMAN LARRY BROWN (Excused from PM session at 3:59 PM)	☒	☐	☐
COUNCILMAN LAWRENCE WEEKLY	☒	☐	☐
COUNCILMAN MICHAEL MACK	☒	☐	☐
COUNCILWOMAN JANET MONCRIEF	☒	☐	☐
COUNCILMAN STEVE WOLFSON	☒	☐	☐
DOUG SELBY, CITY MANAGER	☒	☐	☐
VAL STEED, CHIEF DEPUTY CITY ATTORNEY	☒	☐	☐
BRYAN SCOTT, DEPUTY CITY ATTORNEY (PM session)	☒	☐	☐
DAN STILL, DEPUTY CITY ATTORNEY	☒	☐	☐
BARBARA JO RONEMUS, CITY CLERK	☒	☐	☐

APPROVED BY REFERENCE: December 15, 2004

ATTEST:


CITY CLERK


MAYOR

AFFIDAVIT OF MAILING

(Mailing required under the provisions of NRS Chapter 241)

STATE OF NEVADA)

) ss

COUNTY OF CLARK)

Paula Clark, an employee of the City of Las Vegas, Nevada being first duly sworn, deposes and says that on the **30th** day of **September, 2004**, a copy of NOTICE, the attached of which is a true and correct copy of the Notice – re: **City of Las Vegas, City Council Meeting** to be held on the **6th day of October, 2004**, was deposited in the United States Mail, Postage prepaid, First Class Mail, to each person and/or organization whose name appears on the list maintained in the Office of the City Clerk.



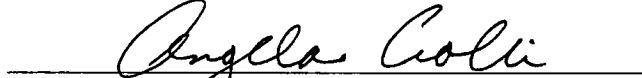
SIGNATURE

City Clerk

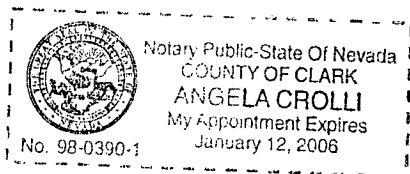
DEPARTMENT

Subscribed and sworn to before me this

1st day of October, 2004



NOTARY PUBLIC in and for said County and State



AFFIDAVIT OF POSTING
(Posting required under the provisions of NRS Chapter 241)

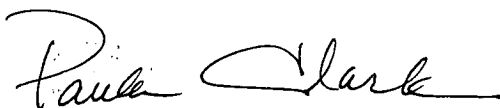
STATE OF NEVADA)

) ss

COUNTY OF CLARK)

Paula Clark, an employee of the City of Las Vegas, Nevada being first duly sworn, deposes and says that on the **30th** day of **September, 2004** at the hour of **3:30 P.M.** there were posted copies of a NOTICE, the attached of which is a true and correct copy of a **City of Las Vegas, City Council Meeting** to be held on the **6th day of October, 2004**, at **9:00 A.M.**, Las Vegas, Nevada; to be posted on Public Bulletin Boards at the following locations:

1. City Clerk's Bulletin Board, 400 Stewart Avenue, 2nd Floor Skybridge (in the walkway area next to the entrance of the Human Resources Department)
2. Court Clerk's Office Bulletin Board, City Hall Plaza, 400 Stewart Avenue (near the entrance to the Court Clerk's Office)
3. Las Vegas Library, 833 Las Vegas Blvd.
4. Clark County Government Center, 500 S. Grand Central Parkway
5. Grant Sawyer Building, 555 E. Washington Avenue



SIGNATURE

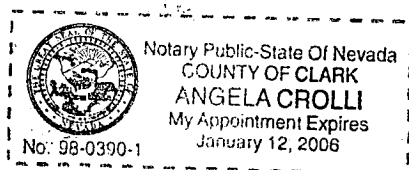
City Clerk

DEPARTMENT

Subscribed and sworn to before me this

1st day of October, 2004


NOTARY PUBLIC in and for said County and State





CITY COUNCIL AGENDA

COUNCIL CHAMBERS • 400 STEWART AVENUE • PHONE 229-6011

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

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

COUNCIL MEMBERS: LARRY BROWN (Ward 4), LAWRENCE WEEKLY (Ward 5),

MICHAEL MACK (Ward 6), JANET MONCRIEF (Ward 1), STEVE WOLFSON (Ward 2)

Facilities are provided throughout City Hall for the convenience of persons with disabilities. For meetings held in the Council Chambers, sound equipment is available for persons with hearing impairments. If you need an accommodation to attend and participate in this meeting, please call the City Clerk's office at 229-6311 and advise of your need at least 48 hours in advance of the meeting. The City's TDD number is 386-9108.

OCTOBER 6, 2004

Morning Session begins at 9:00 a.m.

Afternoon Session begins at 1:00 p.m.

ALL ITEMS ON THIS AGENDA ARE SCHEDULED FOR ACTION UNLESS SPECIFICALLY NOTED OTHERWISE.

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

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

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

CEREMONIAL MATTER

- CALL TO ORDER
- ANNOUNCEMENT RE: COMPLIANCE WITH OPEN MEETING LAW
- INVOCATION - REVEREND CHESTER RICHARDSON, SECOND BAPTIST CHURCH
- PLEDGE OF ALLEGIANCE
- RECOGNITION OF THE CITIZEN OF THE MONTH
- RECOGNITION OF WALK YOUR CHILDREN TO SCHOOL WEEK
- RECOGNITION OF OUTSTANDING HISPANICS IN THE COMMUNITY

BUSINESS ITEM - MORNING

1. Any items from the morning session that the Council, staff and/or the applicant wish to be stricken or held in abeyance to a future meeting may be brought forward and acted upon at this time
2. Approval of the Final Minutes by reference of the regular City Council Meetings of July 7, 2004 and July 21, 2004

CONSENT AGENDA

MATTERS LISTED ON THE CONSENT AGENDA ARE CONSIDERED TO BE ROUTINE AND HAVE BEEN RECOMMENDED FOR APPROVAL BY THE SUBMITTING DEPARTMENTS. ALL ITEMS ON THE CONSENT AGENDA MAY BE APPROVED IN A SINGLE MOTION. HOWEVER, IF A COUNCIL MEMBER SO REQUESTS, ANY CONSENT ITEM MAY BE MOVED TO THE DISCUSSION PORTION OF THE AGENDA AND OTHER ACTION, INCLUDING POSTPONEMENT OR DENIAL OF THE ITEM, MAY TAKE PLACE.

FINANCE & BUSINESS SERVICES - CONSENT

3. Approval of Service and Material Checks/Payroll Checks/Wire Transfers/Other Checks and Investments
4. Approval of a Special Event License for Whole Foods Market, Location: Whole Foods Market, 8855 West Charleston Boulevard, Dates: October 9, 10, 30, November 13, 20, 21, 24, 2004, Type: Special Event Beer/Wine/Cooler, Event: Beer/Wine Tasting, Responsible Person in Charge: Sandra Benton - Ward 2 (Wolfson)
5. Approval of a Special Event License for Irene Bustamante, Location: East Las Vegas Senior Center, 250 North Eastern Avenue, Date: October 9, 2004, Type: Special Event Beer/Wine, Event: Wedding Reception, Responsible Person in Charge: Carlos Collado - Ward 3 (Reese)
6. Approval of a Special Event License for Northshore Entertainment Group, LLC, Location: Steiner's A Nevada Style Pub, 8410 West Cheyenne Avenue, Parking Lot, Date: October 9, 2004, Type: Special Event General, Event: Oktoberfest 2004, Responsible Person in Charge: Roger Sachs - Ward 4 (Brown)
7. Approval of a Special Event License for City of Las Vegas Leisure Services Cultural Division, Location: Lewis Corridor, 399 South 4th Street, Dates: October 14, 15, 2004, Type: Special Event Beer/Wine/Cooler, Event: Poets Event Reading and Music, Responsible Person in Charge: Kristin Bartolo - Ward 1 (Moncrief)
8. Approval of a new Beer/Wine/Cooler On-sale License, American Capital Investments, dba Southern Comfort Cafe & Catering, 2101 North Rainbow Boulevard, Suite 102, Jeffrey E. Campbell, Dir, Pres, Secy, Treas, 100% - Ward 6 (Mack)
9. Approval of a new Beer/Wine/Cooler Off-sale License subject to the provisions of the planning and fire codes and Health Dept. regulations, Rebel Oil Company, Inc., dba Rebel 76, 10076 West Sahara Avenue, Jack E. Cason, Pres, 46%, Carl L. Bailey, Secy, Treas, 19%, Patrick J. Cason, Supervisor, 7% - Ward 2 (Wolfson)
10. Approval of a new Slot Route Operator Gaming License subject to confirmation of approval by the Nevada Gaming Commission, Short Line Gaming, LLC, dba Short Line Gaming, 4040 North Tenaya Way, Duane L. Shields, Mgr, Mmbr, 33 1/3%, Robert M. Morton, II, Mgr, Mmbr, 33 1/3%, Ernest A. Becker, IV, Mgr, Mmbr, 33 1/3% - Ward 6 (Mack)
11. Approval of a new Burglar Alarm Service License, ASI Alarm Services, Inc., dba ASI Alarm Services, Inc., 18 Sunrise Drive, Suite G-70, Robert M. Gasner, Pres, Audrie G. Allyn, Treas, William C. Ditch, Secy - Henderson
12. Approval of Change of Location for a Burglar Alarm Service License, Security Guard ITT Alarm Systems of Las Vegas, Inc., dba Security Guard ITT of Las Vegas, From: 3925 North Martin L. King Boulevard, Suite 111, To: 839 Astro Court, Samuel C. Moore, Pres, Secy, Treas, 100% - North Las Vegas
13. Approval of Change of Location for a Locksmith License, V.S.R. Lock, Inc., dba V.S.R. Lock, Inc., From: 4120 West Russell Road, To: 6440 Polaris Avenue, Leo Wright, Dir, Pres, Treas, 100%, Charles A. Degregorio, VP, Asst Treas, Colton L. Vollmann, VP, Asst Treas, Secy - Clark County
14. Approval of a new Massage Establishment License subject to the provisions of the planning and fire codes, Shirley Hyden, dba A Kneaded Massage, 601 South Rainbow Boulevard, Shirley A. Hyden, 100% - Ward 1 (Moncrief)
15. Approval of a new Psychic Art and Science License subject to the provisions of the fire codes, Stephanie Marks, dba Psychic Solutions, 2925 West Sahara Avenue, Stephanie Marks, 100% - Ward 1 (Moncrief)
16. Approval of award of Contract No. 050077, Landscape Maintenance Services - Department of Field Operations - Award recommended to: NEWTEX LANDSCAPE, INC. (Estimated annual amount of \$440,000- General Fund)

FINANCE & BUSINESS SERVICES - CONSENT

17. Approval of award of Bid No. 040382-TG, Annual Requirements Contract for Traffic Sign Blanks - Department of Public Works - Award recommended to: CUSTOM PRODUCTS CORP. (Estimated annual amount of \$150,000 - General Fund)
18. Approval of award of Bid No. 040400-TG, Kneading Compactor - Department of Public Works - Award recommended to: JAMES COX & SONS, INC. (\$30,579 - General Fund)
19. Approval of five contractors for inclusion on the Qualified Contractor List for the period through February 3, 2006 pursuant to City of Las Vegas Contractor Qualification Policy and Procedure for On-site Public Works Projects - Department of Finance and Business Services
20. Approval of award of Bid No. 050036-TG, Anthracite Filter Media - Department of Public Works - Award recommended to: LANG FILTER MEDIA, L.P. (\$26,820 - Sanitation Enterprise Fund) - Clark County
21. Approval of revision to purchase order 219351 for Bulk Liquid Sodium Bisulfite - Department of Public Works - Award to: THATCHER COMPANY OF NEVADA (\$55,000 - Sanitation Enterprise Fund)
22. Approval of ratification of a revision to purchase order 218353 for Bulk Liquid Cationic Polymer - Department of Public Works - Award to: CYTEC INDUSTRIES, INC. (\$60,264 - Sanitation Enterprise Fund)

HUMAN RESOURCES - CONSENT

23. Approval of payment for a permanent partial disability award - Claim WC03040076 - as required under the workers' compensation statutes (\$37,853 - Workers' Compensation Internal Service Fund)

NEIGHBORHOOD SERVICES - CONSENT

24. Approval of a Lease Agreement between the City of Las Vegas and the Las Vegas Convention and Visitors Authority for November 9-10, 2004 at Cashman Field for the annual Stand Down for the Homeless - Ward 5 (Weekly)
25. Approval of a Memorandum of Understanding (MOU) with Clark County, Henderson, North Las Vegas and Boulder City to contribute \$336,522 of General Funds to the Community Triage Center, also known as the Crisis Triage Center, operated by WestCare Nevada, Inc., at 401 South Martin Luther King Boulevard - Ward 5 (Weekly)

PUBLIC WORKS - CONSENT

26. ABEYANCE ITEM - Approval of the installation of Speed Humps on Spencer Street between St. Louis Avenue and Oakey Boulevard (\$7,800 - Neighborhood Traffic Management Program) - Ward 3 (Reese)
27. Approval of Supplemental Interlocal Contract 397a - Anasazi/Summerlin Interchange and Overpass, Crestdale Lane to Beltway between the City of Las Vegas and the Regional Transportation Commission (RTC) to increase total project funding and extend the date of completion (\$8,510,000 - Regional Transportation Commission) - Wards 2 and 4 (Wolfson and Brown)
28. Approval of Interlocal Contract 484 - Lamb Boulevard/Charleston Boulevard Traffic Improvements between the City of Las Vegas and the Regional Transportation Commission (RTC) for engineering and right-of-way (\$330,000 - Regional Transportation Commission) - Ward 3 (Reese)
29. Approval of Second Supplemental Interlocal Contract 387b - Tenaya Way - Beltway to Elkhorn Road between the City of Las Vegas and the Regional Transportation Commission (RTC) to increase total project funding and extend the date of completion (\$2,815,000 - Regional Transportation Commission) - Ward 6 (Mack)

PUBLIC WORKS - CONSENT

30. Approval to file a Right-of-Way Grant with the Bureau of Land Management for sewer purposes on portions of land lying within the Northeast Quarter of Section 30, Township 19 South, Range 60 East, Mount Diablo Meridian, generally located on the west side of the Fort Apache Road alignment, between the Tropical Parkway and the Bright Angel Way alignments, APN 125-30-601-014 - County (near Ward 6 - Mack)
31. Approval of an Encroachment Request from M & B Katz Family Trust, owner (northeast corner of Third Street and Bridger Avenue) - Ward 1 (Moncrief)
32. Approval of an Encroachment Request from Tetra Tech, Incorporated, on behalf of MTC 118, Incorporated, owner (northwest corner of Durango Drive and Dorrell Lane) - Ward 6 (Mack)
33. Approval of a Sewer Connection and Interlocal Contract with Clark County Water Reclamation District - Triton Engineering on behalf of Plaster Development Company, Inc., owners (northeast corner of Rainbow Boulevard and Whispering Sands Drive, APN 125-14-104-004 and 125-14-104-005) - County (near Ward 6 - Mack)
34. Approval of an Encroachment Request from Warmington Cambria Association Limited Partnership, owner (southwest corner of Hualapai Way and Alexander Road) - Ward 4 (Brown)
35. Approval of an Encroachment Request from TRC-BV Engineering on behalf of Spinnaker Homes VII, LLC, owner (Doe Brook Trail south of Deer Springs Way) - Ward 6 (Mack)
36. Approval of a Design Plans Sale Agreement between the City of Las Vegas, MTC 118, LLC, Richmond American Homes Nevada, Spinnaker Homes VII, LLC, Centennial & Durango LLC and Centennial Academy, LLC, for reimbursement of City funded design fees and ownership transfer of the Grand Montecito Parkway Road Improvement Project design drawings (\$159,350 revenue for design fees - SID 1502 Montecito Parkway of the Town Center Loop) - Ward 6 (Mack)

RESOLUTIONS - CONSENT

37. R-151-2004 - Approval of a Resolution Awarding Bid for Special Improvement District No. 1493 - Hualapai Way/Alexander Road (Cheyenne Avenue to Cimarron Road) (\$517,920.59 - Capital Projects Fund/Special Assessments) - Ward 4 (Brown)

REAL ESTATE COMMITTEE - CONSENT

38. Approval of a No-Build Easement to be granted by City Parkway IV A, Inc., to 3 Star Auto Body and Paint for land located on Bonanza Road, APN 139-27-401-031 (Gain of \$1,717.60) - Ward 5 (Weekly)
39. 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 Robert Wayne Roshto II for real property located at 324 North 7th Street, APN 139-34-512-051 (\$295,000 plus closing costs - City Facilities Capital Project Fund) - Ward 5 (Weekly)
40. Approval of an Amended and Restated Interlocal Agreement between the City of Las Vegas (CLV) and the Clark County Library District (District) to sublet seven acres of City leased land from the Bureau of Land Management (BLM) to the District as a library facility located at the northwest corner of Rome Boulevard and Buffalo Drive, APN 125-21-701-011 - Ward 6 (Mack)
41. Approval of a Land Lease Agreement with Nextel Communications, Inc., for a cellular tower to be located at 6208 Hargrove, commonly known as the Mirabelli Community Center (\$580,512 revenue for duration of contract - Real Estate) - Ward 1 (Moncrief)
42. Approval of an Easement and Rights-of-Way between the City of Las Vegas and the Las Vegas Valley Water District for a water line easement on APN 138-10-101-018, commonly known as the Gowan Detention Basin - Ward 4 (Brown)

REAL ESTATE COMMITTEE - CONSENT

43. Approval of a Bill of Sale from the City of Las Vegas to the Las Vegas Valley Water District for the purpose of providing water services to the Gowan South Detention Basin Expansion and Sports Park located at Cheyenne Avenue and Buffalo Drive - Ward 4 (Brown)

DISCUSSION / ACTION ITEMS

ADMINISTRATIVE - DISCUSSION

44. Report and possible action on the status of the legislative action plan and municipal issues at the 108th Congress

CITY ATTORNEY - DISCUSSION

45. ABEYANCE ITEM - Discussion and possible action on Appeal of Work Card Denial: James Jason Walker, 3240 Westwind Road, Las Vegas, Nevada 89146
46. Discussion and possible action on Appeal of Work Card Denial: Diane Kay Botner, 320 South 1st Street, Las Vegas, Nevada 89101
47. Discussion and possible action on Appeal of Work Card Denial: Michael J. Amsbary, 2725 W. Wigwam Avenue, Apt. 1089, Las Vegas, Nevada 89123

FINANCE & BUSINESS SERVICES - DISCUSSION

48. Discussion and possible action regarding an extension of the City's franchise agreement with Nevada Power Company (NPC) - All Wards
49. Discussion and possible action to modify the Parks in Progress listing to add a Horse/Bradley Park project and authorize the transfer of \$98,400 in Residential Construction Tax (RCT) funding from the Vocational High School Sports Complex project within the Parks and Leisure Activities Capital Projects Fund (CPF) - Ward 6 (Mack)
50. ABEYANCE ITEM - Discussion and possible action regarding an Appeal of Denial for a Child Care Facility License, Sheila Logan, dba Love All Kidz Daycare, 6309 Guadalupe Avenue, Sheila Logan 100% - Ward 6 (Mack)
51. ABEYANCE ITEM - Discussion and possible action regarding Change of Ownership, Location and Business Name for a Tavern License subject to the provisions of the planning codes and Health Dept. regulations, From: Bola III, LLC, dba La Salsa Fresh Mexican Grill, 4949 North Rancho Drive (Non-operational), Lawrence T. Simon, Mgr, Mmbr, and Monica A. Simon, Mgr, Mmbr, 13.77% jointly as husband and wife, Robert H. Whalen, Mgr, Mmbr, 5.3%, Laura A. Cunningham, Mgr, Mmbr, 1.06%, Nevada Franchise, LLC, Mmbr, 79.87%, Lawrence T. Simon, Mgr, Pres, Secy, Treas, SFFG, LLC, Mmbr, 100%, Lawrence T. Simon, Mgr, Pres, Secy, Treas, To: Celebrity Las Vegas, LLC, dba Celebrity Las Vegas, 201 North 3rd Street, Donald D. Troxel, Mgr, Mmbr, 100% - Ward 5 (Weekly)
52. Discussion and possible action regarding a new Auctioneer License, J. P. King Auction Company, Inc., dba J. P. King Auction Company, Inc., 108 Fountain Avenue, Gadsden, Alabama, Jerry C. King, Dir, Pres, Auctioneer, 25%, James S. King, Dir, Executive VP, Auctioneer, 25%, Christie K. Ray, Dir, Secy, Auctioneer, 25% - Alabama
53. Discussion and possible action regarding a new Locksmith License, Zaruba & Zaruba, dba L Reo Lock & Key, 8929 Sheep Ranch Court, Judith R. Zaruba, 51%, Robert M. Zaruba, 49% - Ward 6 (Mack)

FINANCE & BUSINESS SERVICES - DISCUSSION

54. Discussion and possible action regarding Temporary Approval of a Change of Ownership and Business Name for a Tavern License subject to the provisions of the fire codes and Health Dept. regulations, From: H & M Enterprises, Inc., dba Dakota Grill & Spirits, Shirlee A. Helton, Pres, 50%, Steven E. Murphy, Secy, Treas, 50%, To: Zingers Club, Inc., dba Zingers, 1000 East Sahara Avenue, Suite 105, Richard L. Ham, Dir, Pres, 25%, Carla C. Ham, Dir, Secy, 25%, Maurice H. Hathaway, Dir, CEO, 25%, Pamela K. Hathaway, Dir, Treas, 25% - Ward 3 (Reese)
55. Discussion and possible action regarding Change of Ownership and Business Name for a Tavern License and a new Restricted Gaming License for 15 slots, From: K & P Enterprises, Inc., dba Super Sport Lounge (Non-operational), Kenneth W. Bozeman, Dir, Pres, Secy, Treas, 100%, To: La-Dor, Inc., dba Stateside Lounge, 931 Las Vegas Boulevard North, Doris L. Atchison, Dir, Pres, Treas, 50%, Laura J. Atchison, Dir, Secy, 50% - Ward 5 (Weekly)
56. Discussion and possible action regarding Change of Location for a Massage Establishment, Richard William Harris, dba The Massage Group, From: 7980 West Sahara Avenue, To: 425 Fremont Street, Richard W. Harris, 100% - Ward 1 (Moncrief)

HUMAN RESOURCES - DISCUSSION

57. Discussion and possible action regarding a new position for City Attorney Investigator (\$55,000 - Violence Against Women Act (VAWA) Grant)

PUBLIC WORKS - DISCUSSION

58. Report on the City's Sanitary Sewer Assessment and Rehabilitation Program – All Wards
59. Discussion and possible action on the Revised Iron Mountain Ranch Park Development Agreement 2 between the City of Las Vegas and KB Home Nevada, Inc., to replace the existing agreement for Horse/Bradley Park site (\$98,400 - Residential Construction Tax) - Ward 6 (Mack)
60. Discussion and possible action on the installation of Speed Humps on Spencer Street between St. Louis Avenue and Oakley Boulevard (\$7,800 - Neighborhood Traffic Management Program) - Ward 3 (Reese)

RECOMMENDING COMMITTEE REPORT - DISCUSSION

BILLS ELIGIBLE FOR ADOPTION AT THIS MEETING

61. Bill No. 2004-62 - Makes adjustments to the types of zoning approval necessary for various land uses. Proposed by: Robert S. Genzer, Director of Planning and Development
62. Bill No. 2004-63 - Provides that Planning Commission action on most special use permits is final, unless appealed or requested for review by a member of the City Council, and modifies certain provisions regarding related hearings and appeals so as to conform to State law. Proposed by: Robert S. Genzer, Director of Planning and Development
63. Bill No. 2004-64 - Modifies the standards for granting a variance application and modifies certain provisions regarding variance hearings and appeals so as to conform to State law. Proposed by: Robert S. Genzer, Director of Planning and Development

RECOMMENDING COMMITTEE REPORT - DISCUSSION

BILLS ELIGIBLE FOR ADOPTION AT A LATER MEETING

THERE IS NO PUBLIC COMMENT ON THESE ITEMS AND NO ACTION WILL BE TAKEN BY THE COUNCIL AT THIS MEETING, EXCEPT THOSE ITEMS WHICH MAY BE STRICKEN OR TABLED. PUBLIC TESTIMONY TAKES PLACE AT THE RECOMMENDING COMMITTEE MEETING HELD FOR THAT PURPOSE.

64. Bill No. 2004-65 - Amends the Supplemental Document to the NFPA 1, Uniform Fire Code, 2003 Edition, regarding the approval of traffic management or calming devices. Proposed by: David L. Washington, Chief, Department of Fire and Rescue
65. Bill No. 2004-67 - Adjusts the ward boundaries of the City. Proposed by: Bradford R. Jerbic, City Attorney

NEW BILLS - DISCUSSION

THERE IS NO PUBLIC COMMENT ON THESE ITEMS. NEW BILLS ARE READ INTO THE RECORD AND REFERRED TO RECOMMENDING COMMITTEE FOR A SEPARATE HEARING TO RECEIVE PUBLIC TESTIMONY BEFORE ACTION BY THE COUNCIL AT A LATER MEETING. EXCEPTION: EMERGENCY BILLS OR THOSE ITEMS TO BE STRICKEN OR TABLED.

66. Bill No. 2004-68 - Annexation No. ANX-4777 - Property location: At and near the southeast corner of Iron Mountain Road and Maverick Street; Petitioned by: Quarterhorse Falls Estates, LLC; Acreage: 15.79 acres; Zoned: R-E (County zoning), R-E (City equivalent). Sponsored by: Councilman Michael Mack
67. Bill No. 2004-69 - Establishes new solid waste and recycling regulations. Proposed by: Mark R. Vincent, Director of Finance and Business Services

1:00 P.M. - AFTERNOON SESSION

BUSINESS ITEM - AFTERNOON

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

HEARINGS - DISCUSSION

69. Public hearing to consider the report of expenses to recover costs for the abatement of zoning violations at 1105 North 22nd Street. PROPERTY OWNER: MANUEL VILLARREAL - Ward 5 (Weekly)
70. Public hearing to consider the report of expenses to recover costs for the abatement of zoning violations at 204 West Monroe Avenue. PROPERTY OWNER: JANICE ARBULU - Ward 5 (Weekly)
71. Public hearing to consider the report of expenses to recover costs for the abatement of zoning violations at 824 Shetland Road. PROPERTY OWNERS: VICTOR C. & LETICIA L. CHARNETSKY - Ward 1 (Moncrief)
72. Public hearing to consider the report of expenses to recover costs for the abatement of zoning violations at 1817 Stewart Avenue. PROPERTY OWNER: KENNETH SURRATT - Ward 3 (Reese)

PLANNING & DEVELOPMENT

The items listed below, where appropriate, have been reviewed by the various City departments relative to requirements for storm drainage and flood control, connection to sanitary sewer, traffic circulation, and building and fire regulations. Their comments and/or recommendations and requirements have been incorporated into the action.

PLANNING & DEVELOPMENT - CONSENT

PM SESSION - ALL ITEMS LISTED ON THE CONSENT AGENDA ARE CONSIDERED TO BE ROUTINE AND HAVE BEEN RECOMMENDED FOR APPROVAL. ALL ITEMS ON THE CONSENT AGENDA MAY BE APPROVED IN A SINGLE MOTION. HOWEVER, IF A COUNCIL MEMBER SO REQUESTS, ANY CONSENT ITEM MAY BE MOVED TO THE DISCUSSION PORTION OF THE AGENDA AND OTHER ACTION, INCLUDING POSTPONEMENT OR DENIAL OF THE ITEM, MAY TAKE PLACE.

73. EOT-5040 - APPLICANT: COMMUNITY DEVELOPMENT PROGRAMS CENTER OF NEVADA - OWNER: LAS VEGAS HOUSING AUTHORITY - Request for an Extension of Time of an approved Variance (V-0032-00) which allowed a reduction in the minimum lot size for a single-family attached development on 8.88 acres adjacent to the northeast corner of 28th Street and Sunrise Avenue (APN 139-36-303-003), R-2 (Medium-Low Density Residential) Zone, Ward 3 (Reese). Staff recommends APPROVAL
74. EOT-5041 - APPLICANT: COMMUNITY DEVELOPMENT PROGRAMS CENTER OF NEVADA - OWNER: LAS VEGAS HOUSING AUTHORITY - Request for an Extension of Time of an approved Variance (V-0034-00) which allowed a reduction in the required setbacks for a single-family attached development on 8.88 acres adjacent to the northeast corner of 28th Street and Sunrise Avenue (APN 139-36-303-003), R-2 (Medium-Low Density Residential) Zone, Ward 3 (Reese). Staff recommends APPROVAL
75. EOT-5070 - APPLICANT/OWNER: CS4015, LLC - Request for an Extension of Time of an approved Site Development Plan Review [Z-0067-99(2)] FOR A PROPOSED TAVERN AND CONVENIENCE STORE WITH FUEL PUMPS on approximately 2.00 acres adjacent to the southwest corner of Lone Mountain Road and Cliff Shadows Parkway (APN 137-01-101-023 and 024), PD (Planned Development) Zone, Ward 4 (Brown). Staff recommends APPROVAL
76. EOT-5064 - APPLICANT/OWNER: CS4015, LLC - Request for an Extension of Time of an approved Special Use Permit (U-0081-02) FOR THE PROPOSED SALE OF PACKAGED LIQUOR FOR OFF-PREMISE CONSUMPTION IN CONJUNCTION WITH A PROPOSED CONVENIENCE STORE adjacent to the southwest corner of Lone Mountain Road and Cliff Shadows Parkway (APN 137-01-101-023), PD (Planned Development) Zone, Ward 4 (Brown). Staff recommends APPROVAL
77. EOT-5066 - APPLICANT/OWNER: CS4015, LLC - Request for an Extension of Time of an approved Special Use Permit (U-0082-02) FOR PROPOSED GASOLINE SALES IN CONJUNCTION WITH A PROPOSED CONVENIENCE STORE adjacent to the southwest corner of Lone Mountain Road and Cliff Shadows Parkway (APN 137-01-101-023), PD (Planned Development) Zone, Ward 4 (Brown). Staff recommends APPROVAL
78. EOT-5068 - APPLICANT/OWNER: CS4015, LLC - Request for an Extension of Time of an approved Special Use Permit (U-0083-02) FOR A PROPOSED TAVERN adjacent to the southwest corner of Lone Mountain Road and Cliff Shadows Parkway (APN 137-01-101-024), PD (Planned Development) Zone, Ward 4 (Brown). Staff recommends APPROVAL
79. EOT-5144 - APPLICANT: EXECUTIVE DEVELOPMENT CORPORATION - OWNER: DESERT SHADOWS APARTMENTS, LLC - Request for an Extension of Time on an approved Rezoning (Z-0037-02) FROM: C-2 (GENERAL COMMERCIAL) AND R-E (RESIDENCE ESTATES) UNDER RESOLUTION OF INTENT TO C-1 (LIMITED COMMERCIAL) TO: R-3 (MEDIUM DENSITY RESIDENTIAL) on 8.04 acres adjacent to the south side of Charleston Boulevard, approximately 195 feet east of Jones Boulevard (APN 163-01-102-038), Ward 1 (Moncrief). Staff recommends APPROVAL
80. EOT-5146 - APPLICANT: EXECUTIVE DEVELOPMENT CORPORATION - OWNER: DESERT SHADOWS APARTMENTS, LLC - Request for an Extension of Time on an approved Site Development Plan Review [Z-0037-02(1)] FOR A PROPOSED THREE-STORY, 192-UNIT MULTI-FAMILY DEVELOPMENT on 8.04 acres adjacent to the south side of Charleston Boulevard, approximately 195 feet east of Jones Boulevard (APN 163-01-102-038), C-2 (General Commercial) and R-E (Residence Estates) Zones under Resolution of Intent to R-3 (Medium Density Residential) Zone, Ward 1 (Moncrief). Staff recommends APPROVAL

PLANNING & DEVELOPMENT - CONSENT

81. EOT-5147 - APPLICANT: EXECUTIVE DEVELOPMENT CORPORATION - OWNER: DESERT SHADOWS APARTMENTS, LLC - Request for an Extension of Time on an approved Variance (V-0041-02) TO ALLOW APARTMENT BUILDINGS TO BE THREE STORIES AND 38 FEET IN HEIGHT WHERE TWO STORIES AND 35 FEET IS THE MAXIMUM HEIGHT ALLOWED on 8.04 acres adjacent to the south side of Charleston Boulevard, approximately 195 feet east of Jones Boulevard (APN 163-01-102-038), C-2 (General Commercial) and R-E (Residence Estates) Zones under Resolution of Intent to R-3 (Medium Density Residential) Zone, Ward 1 (Moncrief). Staff recommends APPROVAL
82. EOT-5088 - APPLICANT/OWNER: GALTAR, LLC - Request for a Reinstatement and Extension of Time on an approved Rezoning (Z-0049-02) FROM: R-E (RESIDENCE ESTATES) TO: C-2 (GENERAL COMMERCIAL) on 3.10 acres adjacent to the east side of Rancho Drive, approximately 1,130 feet south of Lone Mountain Road (APN 138-02-102-007), Ward 6 (Mack). Staff recommends APPROVAL

PLANNING & DEVELOPMENT - DISCUSSION

83. DIR-4784 - APPLICANT: RMI MANAGEMENT, LLC - OWNER: CAMBRIDGE CROSSING COMMUNITY ASSOCIATION - Request for a Water Feature Exemption TO ALLOW THE OPERATION OF ONE WATER FEATURE at the entrance of an existing single family development located adjacent to the west side of Soaring Gulls Drive at the intersection of Lockport Street (APN 138-09-495-003), Ward 4 (Brown). Staff recommends APPROVAL
84. DIR-5038 - APPLICANT: NORTHPOINTE APARTMENTS: - OWNER: MOOSA AND SHOHREH MALEKSALEHI - Request for a Water Feature Exemption TO ALLOW THE OPERATION OF ONE WATER FEATURE for an apartment development located at 3333 North Michael Way (APN 138-12-401-001), Ward 6 (Mack). Staff recommends APPROVAL
85. ROC-5239 - APPLICANT: PARRISH WARD - OWNER: DAVID LEE PHILLIPS AND JACQUELINE S. PHILLIPS - Request for a Review of Condition Numbers 5, 6 and 7 of an approved Special Use Permit (SUP-4518) WHICH REQUIRED THE DEDICATION OF A 10-FOOT RADIUS ON THE SOUTHWEST CORNER OF GARCES AVENUE AND FOURTH STREET, THE LANDSCAPING AND MAINTENANCE OF ALL UNIMPROVED RIGHTS-OF-WAY ON GARCES AVENUE AND FOURTH STREET ADJACENT TO THE SITE AND THE SUBMITTAL OF AN ENCROACHMENT AGREEMENT FOR ALL LANDSCAPING AND PRIVATE IMPROVEMENTS LOCATED WITHIN THE GARCES AVENUE AND FOURTH STREET PUBLIC RIGHTS-OF-WAY ADJACENT TO THE SITE on 0.16 acres at 317 Garces Avenue (APN 139-34-310-052), C-2 (General Commercial) Zone, Ward 1 (Moncrief). Staff recommends APPROVAL
86. ROC-5057 - PUBLIC HEARING - APPLICANT: US HOME CORPORATION - OWNER: GMAC MODEL HOME FINANCE, INC. - Request for a Review of Condition Number 2 of an approved Site Development Plan Review (SDR-2026) which required five-foot side yard setbacks and 10-foot corner side setbacks in conjunction with a 97-lot single-family residential development on 28.56 acres adjacent to the east side of Torrey Pines Drive, between Azure Drive and Bullring Lane (APN 125-26-611-001 through 097), R-E (Residence Estates) Zone under Resolution of Intent to R-PD3 (Residential Planned Development - 3 Units per Acre), Ward 6 (Mack). Staff recommends APPROVAL
87. ROC-5153 - PUBLIC HEARING - APPLICANT: RICHMOND AMERICAN HOMES OF NEVADA, INC. - OWNER: RON MICH'L AND CAROLYN MICH'L, ET AL - Request for a Review of Condition No. 5 of an approved Site Development Plan Review (SDR-3505) WHICH REQUIRED FIVE-FOOT SIDE YARD SETBACKS in conjunction with a 96-lot single-family residential development on 10.00 acres adjacent to the southeast corner of Deer Springs Way and Grand Montecito Parkway (APN 125-20-702-001), T-C (Town Center) Zone [MS-TC (Main Street Mixed-Use - Town Center) Land Use Designation], Ward 6 (Mack). Staff recommends APPROVAL
88. RQR-4910 - PUBLIC HEARING - APPLICANT/OWNER: STEVE A. PHILLIPS - Required Two Year Review of an approved Site Development Plan Review (SD-0026-02) FOR SITE IMPROVEMENTS IN CONJUNCTION WITH TEMPORARY SALES at 6651 West Charleston Boulevard (APN 163-02-104-001), U (Undeveloped) Zone [SC (Service Commercial) General Plan Designation], Ward 1 (Moncrief). Staff recommends DENIAL. The Planning Commission (5-2 vote) recommends APPROVAL

PLANNING & DEVELOPMENT - DISCUSSION

89. SDR-4498 - PUBLIC HEARING - APPLICANT/OWNER: ADA ARGUETA - Request for a Site Development Plan Review FOR A PROPOSED OFFICE AND A WAIVER OF LANDSCAPE STANDARDS on 0.11 acres at 1709 Eastern Avenue (APN 162-01-310-199), P-R (Professional Office and Parking) Zone, Ward 3 (Reese). The Planning Commission (7-0 vote) and staff recommend APPROVAL
90. SDR-4823 - PUBLIC HEARING - APPLICANT/OWNER: CITY OF LAS VEGAS - Request for a Site Development Plan Review FOR A PROPOSED CITY PARK on 13.00 acres adjacent to the west side of Cliff Shadows Parkway, approximately 660 feet south of Alexander Road (a portion of APN 137-12-101-008), C-V (Civic) Zone, Ward 4 (Brown). The Planning Commission (7-0 vote) and staff recommend APPROVAL
91. SDR-4827 - PUBLIC HEARING - APPLICANT: THE RANDALL COMPANY - OWNER: FORT APACHE/CHEYENNE HOLDINGS, LLC - Request for a Site Development Plan Review FOR A 18,720 SQUARE FOOT OFFICE DEVELOPMENT AND FOR A WAIVER OF FOUNDATION LANDSCAPING OF THE COMMERCIAL DEVELOPMENT STANDARDS on 1.75 acres adjacent to the west side of Fort Apache Road approximately 430 feet north of Cheyenne Avenue (APN 138-07-801-010), U (Undeveloped) Zone [O (Office) General Plan Designation] under Resolution of Intent to O (Office), Ward 4 (Brown). The Planning Commission (7-0 vote) and staff recommend APPROVAL
92. SDR-4841 - PUBLIC HEARING - APPLICANT: FURNITURE MART LAND HOLDINGS II, LLC - OWNER: WMCI ASSOCIATES, LLC - Request for a Site Development Plan Review FOR A 345,670 SQUARE FOOT TEMPORARY EXHIBIT SPACE on 30.2 acres at 495 South Grand Central Parkway (APN 139-33-610-004, 139-33-511-003 and 004), PD (Planned Development) Zone, Ward 5 (Weekly). The Planning Commission (7-0 vote) and staff recommend APPROVAL
93. SDR-4908 - PUBLIC HEARING - APPLICANT/OWNER: NNN OAKLEY BUILDING 2003, LIMITED LIABILITY COMPANY - Request for a Site Development Plan Review and Waivers for perimeter and parking lot landscaping standards and for side and rear building setbacks FOR A PROPOSED 112,900 SQUARE-FOOT PARKING STRUCTURE on 2.95 acres at 4750 West Oakley Boulevard (APN 162-06-201-004), C-1 (Limited Commercial) and R-3 (Medium Density Residential) Zones, Ward 1 (Moncrief). The Planning Commission (5-0 vote) and staff recommend APPROVAL
94. VAC-4071 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: WRG DESIGN, INC. - OWNER: PALM MORTUARY, INC. - Petition to Vacate Deer Springs Way between Jones Boulevard and Maverick Street; and Maverick Street between Deer Springs Way and Rome Boulevard, Ward 6 (Mack). Staff recommends DENIAL. The Planning Commission (5-0 vote) recommends APPROVAL
95. VAC-4571 - PUBLIC HEARING - APPLICANT: CDPCN - OWNER: CITY OF LAS VEGAS HOUSING AUTHORITY - Request for a Petition of Vacation to vacate a public drainage easement generally located north of Monroe Avenue, east of "J" Street, Ward 5 (Weekly). The Planning Commission (7-0 vote) and staff recommend APPROVAL
96. VAC-4862 - PUBLIC HEARING - APPLICANT/OWNER: DAVID B. BARKER AND STEPHANIE ANN BARKER - Petition to Vacate a 25-foot wide public drainage easement at 1940 and 1941 Ski Slope Circle, Ward 1 (Moncrief). The Planning Commission (6-0 vote) and staff recommend APPROVAL
97. VAC-4892 - PUBLIC HEARING - APPLICANT/OWNER: SOUTHWEST HOMES, LIMITED LIABILITY COMPANY - Petition to Vacate public streetlight, fire hydrant and other appurtenant easements generally located east of Campbell Road, north of Elkhorn Road, Ward 6 (Mack). The Planning Commission (5-0-1 vote) and staff recommend APPROVAL
98. VAC-4956 - PUBLIC HEARING - APPLICANT: NEVADA STATE BANK - OWNER: THE SIDNEY FAMILY TRUST - Request for a Petition of Vacation to vacate U. S. Government Patent Reservations generally located north of Cheyenne Avenue, west of Fort Apache Road, Ward 4 (Brown). The Planning Commission (6-0 vote) and staff recommend APPROVAL

PLANNING & DEVELOPMENT - DISCUSSION

99. VAR-4925 - PUBLIC HEARING - APPLICANT/OWNER: SHARON JAMERSON - Request for a Variance TO ALLOW A SIDE YARD SETBACK OF FOUR FEET WHERE FIVE FEET IS THE MINIMUM REQUIRED AND A VARIANCE TO ALLOW A NINE-FOOT SEPARATION BETWEEN DWELLINGS WHERE 10 FEET IS THE MINIMUM REQUIRED IN CONJUNCTION WITH AN EXISTING SINGLE-FAMILY RESIDENCE on 0.12 acres at 880 Balzar Avenue (APN 139-21-510-273), R-2 (Medium-Low Density Residential) Zone, Ward 5 (Weekly). Staff recommends DENIAL. The Planning Commission (5-0 vote) recommends APPROVAL
100. VAR-4926 - PUBLIC HEARING - APPLICANT/OWNER: OTIS AND SHARON JAMERSON - Request for a Variance TO ALLOW A SIDE YARD SETBACK OF FOUR FEET WHERE FIVE FEET IS THE MINIMUM REQUIRED IN CONJUNCTION WITH AN EXISTING SINGLE-FAMILY RESIDENCE on 0.12 acres at 886 Balzar Avenue (APN 139-21-510-274), R-2 (Medium-Low Density Residential) Zone, Ward 5 (Weekly). Staff recommends DENIAL. The Planning Commission (5-0 vote) recommends APPROVAL
101. VAR-5039 - PUBLIC HEARING - APPLICANT: URBAN ESTATES - OWNER: FRANK HAWKINS JR. - Request for a Variance TO ALLOW AN R-PD (RESIDENTIAL PLANNED DEVELOPMENT) ZONING DISTRICT ON 4.5 ACRES WHERE 5.00 ACRES IS THE MINIMUM REQUIRED AT 711 N. Tonopah Drive (APN 139-29-704-017), R-1 (Single Family Residential) Zone under Resolution of Intent to R-3 (Medium Density Residential) Zone, Proposed: R-PD13 (Residential Planned Development - 13 Units per Acre) Zone, Ward 5 (Weekly). The Planning Commission (4-1 vote) and staff recommend APPROVAL
102. ZON-4923 - PUBLIC HEARING - APPLICANT: URBAN ESTATES - OWNER: FRANK HAWKINS JR. - Request for a Rezoning FROM: R-1 (SINGLE-FAMILY RESIDENTIAL) UNDER RESOLUTION OF INTENT TO R-3 (MEDIUM DENSITY RESIDENTIAL) TO: R-PD13 (RESIDENTIAL PLANNED DEVELOPMENT - 13 UNITS PER ACRE) on 4.50 acres at 711 North Tonopah Drive (APN 139-29-704-017), Ward 5 (Weekly). The Planning Commission (4-1 vote) and staff recommend APPROVAL
103. SDR-4924 - PUBLIC HEARING - APPLICANT: URBAN ESTATES - OWNER: FRANK HAWKINS JR. - Request for a Site Development Plan Review FOR A PROPOSED 60-LOT SINGLE-FAMILY RESIDENTIAL DEVELOPMENT on 4.50 acres at 711 North Tonopah Drive (APN 139-29-704-017), R-1 (Single-Family Residential) Zone under Resolution of Intent to R-3 (Medium Density Residential) [PROPOSED: R-PD13 (Residential Planned Development - 13 Units per Acre)], Ward 5 (Weekly). The Planning Commission (4-1 vote) and staff recommend APPROVAL
104. RQR-4661 - PUBLIC HEARING - APPLICANT: LAMAR ADVERTISING - OWNER: Z & Z INVESTMENT COMPANY - Appeal filed by the Applicant from the Denial by the Planning Commission of a Required Two Year Review of an approved Special Use Permit (U-0018-95) WHICH ALLOWED A 14 FOOT X 48 FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGN at 2350 North Rainbow Boulevard (APN 138-23-110-001), C-1 (Limited Commercial) Zone, Ward 6 (Mack). The Planning Commission (7-0 vote) and staff recommend DENIAL
105. RQR-4664 - PUBLIC HEARING - APPLICANT: CLEAR CHANNEL OUTDOOR - OWNER: NEVADA COMMERCE BANK - Required Two Year Review of an approved Special Use Permit (U-0023-95) WHICH ALLOWED A 14 FOOT X 48 FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGN at 3200 Valley View Boulevard (APN 162-08-410-018), C-1 (Limited Commercial) Zone, Ward 1 (Moncrief). The Planning Commission (6-1 vote) and staff recommend APPROVAL
106. RQR-4669 - PUBLIC HEARING - APPLICANT: DENNIS HANCOCK - OWNER: ZYGMUNT AMARETTI - Required One Year Review of an approved Special Use Permit (SUP-2203) WHICH ALLOWED AN AUTO REPAIR GARAGE, MAJOR AND WAIVERS TO ALLOW MAJOR REPAIR AND SERVICE WORK OUTSIDE OF A ENCLOSED BUILDING, TO ALLOW OUTDOOR HOISTS, AND TO NOT SCREEN DISABLED OR WRECKED VEHICLES FROM SURROUNDING PROPERTIES AND ADJOINING STREETS at 2101 Fremont Street (APN 139-35-804-004), C-2 (General Commercial) Zone, Ward 3 (Reese). Staff recommends DENIAL. The Planning Commission (5-2 vote) recommends APPROVAL

PLANNING & DEVELOPMENT - DISCUSSION

107. RQR-5009 - - PUBLIC HEARING - APPLICANT/OWNER: DECATUR SHOPPING CENTER ASSOCIATES - Required Two-Year Review of an approved Special Use Permit (U-0086-02) FOR A BANQUET FACILITY at 1401 North Decatur Boulevard, Suite 13 (APN 138-25-503-007), C-1 (Limited Commercial) Zone, Ward 1 (Moncrief). Staff recommends APPROVAL

108. SUP-4728 - PUBLIC HEARING - APPLICANT: NEWPORT LOFTS - OWNER: SEEGMILLER PARTNERS, LIMITED LIABILITY COMPANY - Request for a Special Use Permit FOR A PROPOSED MIXED-USE DEVELOPMENT on 0.48 acres at 821, 827, and 829 South Casino Center Boulevard and 205 Hoover Avenue (APN 139-34-410-062, 063, 064, and 065), C-2 (General Commercial) Zone and R-4 (High Density Residential) Zone under Resolution of Intent to C-2 (General Commercial) Zone, Ward 1 (Moncrief). The Planning Commission (5-0 vote) and staff recommend APPROVAL

109. SDR-4727 - PUBLIC HEARING - APPLICANT: NEWPORT LOFTS - OWNER: SEEGMILLER PARTNERS, LIMITED LIABILITY COMPANY - Request for a Site Development Plan Review and a Waiver of Downtown Centennial Plan building setback standards FOR A PROPOSED MIXED-USE DEVELOPMENT CONSISTING OF A 22-STORY BUILDING OF 169 RESIDENTIAL UNITS AND 6,159 SQUARE FEET OF RETAIL on 0.48 acres at 821, 827, and 829 South Casino Center Boulevard and 205 Hoover Avenue (APN 139-34-410-062, 063, 064, and 065), C-2 (General Commercial) Zone and R-4 (High Density Residential) under Resolution of Intent to C-2 (General Commercial) Zone, Ward 1 (Moncrief). The Planning Commission (5-0 vote) and staff recommend APPROVAL. (NOTE: Request is for 23 stories, 168 units)

110. SUP-4592 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: MOUNTAIN VIEW ESTATES - OWNER: JOHN HERDA - Request for a Special Use Permit FOR A 40 FOOT HIGH, 10 FOOT X 40 FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGN at 2744 Highland Drive (APN 162-09-202-001), M (Industrial) Zone, Ward 1 (Moncrief). The Planning Commission (6-0 vote) and staff recommend APPROVAL

111. SUP-4593 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: MOUNTAIN VIEW ESTATES - OWNER: S & K FAMILY TRUST - Request for a Special Use Permit FOR AN OFF-PREMISE ADVERTISING (BILLBOARD) SIGN at 1531 Western Avenue (APN 162-04-605-007), M (Industrial) Zone, Ward 1 (Moncrief). Staff recommends DENIAL. The Planning Commission (6-0 vote) recommends APPROVAL

112. SUP-4594 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: MOUNTAIN VIEW ESTATES - OWNER: SAITTA FAMILY TRUST - Appeal filed by the applicant from the Denial by the Planning Commission of a request for a Special Use Permit FOR A 40 FOOT HIGH, 10 FOOT X 40 FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGN at 2100 South Decatur Boulevard (APN 162-06-301-006), C-2 (General Commercial) Zone, Ward 1 (Moncrief). The Planning Commission (4-2 vote) and staff recommend DENIAL

113. SUP-4807 - PUBLIC HEARING - APPLICANT: ORION OUTDOOR MEDIA - OWNER: G G P IVANHOE II, INC. - Request for a Special Use Permit FOR A 51 FOOT HIGH, 14 FOOT X 48 FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGN at 4300 Meadows Lane (APN 139-31-510-016), C-1 (Limited Commercial) Zone, Ward 1 (Moncrief). The Planning Commission (5-1-1 vote) and staff recommend APPROVAL

114. SUP-4808 - PUBLIC HEARING - APPLICANT: ORION OUTDOOR MEDIA - OWNER: G G P IVANHOE II, INC. - Request for a Special Use Permit FOR A 51 FOOT HIGH, 14 FOOT X 48 FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGN at 4300 Meadows Lane (APN 139-31-510-016), C-1 (Limited Commercial) Zone, Ward 1 (Moncrief). The Planning Commission (5-1-1 vote) and staff recommend APPROVAL

115. SUP-4809 - PUBLIC HEARING - APPLICANT: ORION OUTDOOR MEDIA - OWNER: G G P IVANHOE II, INC. - Request for a Special Use Permit FOR A 40 FOOT HIGH, 14 FOOT X 48 FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGN at 4300 Meadows Lane (APN 139-31-510-016), C-1 (Limited Commercial) Zone, Ward 1 (Moncrief). The Planning Commission (5-1-1 vote) and staff recommend APPROVAL

116. SUP-4811 - PUBLIC HEARING - APPLICANT: LAS VEGAS BILLBOARDS - OWNER: MILTON SCHWARTZ REVOCABLE FAMILY TRUST, ET AL - Request for a Special Use Permit FOR A 40 FOOT HIGH, 12 FOOT X 24 FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGN at 3311 Meade Avenue (APN 162-08-303-004), M (Industrial) Zone, Ward 1 (Moncrief). The Planning Commission (7-0 vote) and staff recommend APPROVAL

PLANNING & DEVELOPMENT - DISCUSSION

117. SUP-4812 - PUBLIC HEARING - APPLICANT: LAS VEGAS BILLBOARDS - OWNER: MILTON SCHWARTZ REVOCABLE FAMILY TRUST, ET AL - Request for a Special Use Permit FOR A 40 FOOT HIGH, 12 FOOT X 24 FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGN at 3542 Sirius Avenue (APN 162-08-303-027), M (Industrial) Zone, Ward 1 (Moncrief). The Planning Commission (7-0 vote) and staff recommend APPROVAL

118. SUP-4822 - PUBLIC HEARING - APPLICANT: ACOSTA ENTERPRISE DBA EL RINCON LATINO - OWNER: SAHARA WESTLAKE ASSOCIATES - Request for a Special Use Permit FOR A LIQUOR ESTABLISHMENT (ON-SALE/OFF-SALE/ ON-OFF-SALE) at 4505 West Sahara Avenue (APN 162-07-101-010), C-1 (Limited Commercial) Zone, Ward 1 (Moncrief). The Planning Commission (7-0 vote) and staff recommend APPROVAL

119. SUP-4844 - PUBLIC HEARING - APPLICANT: JESUS IS THE ANSWER MINISTRIES - OWNER: TIM MEAD AND JULIE OVERMAN - Appeal filed by the Applicant from the Denial by the Planning Commission on a request for a Special Use Permit FOR A TRANSITIONAL LIVING GROUP HOME at 1060 Hart Avenue (APN 139-21-612-043), R-2 (Medium-Low Density Residential) Zone, Ward 5 (Weekly). The Planning Commission (6-1 vote) recommends DENIAL. Staff recommends APPROVAL

120. SUP-4918 - PUBLIC HEARING - APPLICANT/OWNER: COKE MAGGIE, LIMITED LIABILITY COMPANY - Request for a Special Use Permit FOR A PRIVATE STREET on property adjacent to the southwest corner of Coke Street and Horse Drive (APN 125-09-702-001 and 002), U (Undeveloped) Zone [RNP (Rural Neighborhood Preservation) General Plan Designation], Ward 6 (Mack). The Planning Commission (6-0 vote) and staff recommend APPROVAL

121. GPA-4609 - PUBLIC HEARING - APPLICANT: H&GG, LIMITED PARTNERSHIP, DAVID L. MASON REVOCABLE LIVING TRUST AND SHAG'S CAR WASH - OWNER: JAMES SHOUGHRO - Request to Amend the Centennial Hills Interlocal Land Use Plan of the General Plan FROM: ML (MEDIUM-LOW DENSITY RESIDENTIAL) TO: GC (GENERAL COMMERCIAL) on 0.43 acres adjacent to the northeast corner of Sky Pointe Drive and Ranch House Road (APN 125-27-201-004 and 005), C-2 (General Commercial) Zone, Ward 6 (Mack). The Planning Commission (4-2 vote on a motion for approval) failed to obtain a super majority vote; therefore the recommendation is for DENIAL. Staff recommends DENIAL

122. VAR-4671 - PUBLIC HEARING - APPLICANT: H&GG, LIMITED PARTNERSHIP, DAVID L. MASON REVOCABLE LIVING TRUST AND SHAG'S CAR WASH - OWNER: JAMES SHOUGHRO - Request for a Variance TO ALLOW A REAR SETBACK OF 28.9 FEET WHERE RESIDENTIAL ADJACENCY STANDARDS REQUIRE A MINIMUM OF 84.75 FEET IN CONJUNCTION WITH A PROPOSED SELF-SERVICE CAR WASH AND PET WASH on 0.43 acres adjacent to the northeast corner of Sky Pointe Drive and Ranch House Road (APN 125-27-201-004 and 005), C-2 (General Commercial) Zone, Ward 6 (Mack). Staff recommends DENIAL. The Planning Commission (4-2 vote) recommends APPROVAL

123. SDR-4606 - APPLICANT: H&GG, LIMITED PARTNERSHIP, DAVID L. MASON REVOCABLE LIVING TRUST AND SHAG'S CAR WASH - OWNER: JAMES SHOUGHRO - Request for a Site Development Plan Review FOR A SELF SERVE CAR WASH AND PET WASH; A WAIVER OF DISTANCE REQUIREMENT TO ALLOW A TRASH ENCLOSURE TO BE 28 FEET FROM RESIDENTIAL USES WHERE 50 FEET IS REQUIRED and A WAIVER TO REDUCE PERIMETER LANDSCAPING REQUIREMENTS on 0.43 acres adjacent to the northeast corner of Sky Pointe Drive and Ranch House Road (APN 125-27-201-004 and 005), C-2 (General Commercial) Zone, Ward 6 (Mack). Staff recommends DENIAL. The Planning Commission (4-2 vote) recommends APPROVAL

124. GPA-4631 - PUBLIC HEARING - APPLICANT/OWNER: CHARLES H. SHIELDS - Request to amend a portion of the Centennial Hills Interlocal Land Use Plan of the General Plan FROM: R (Rural) TO: O (OFFICE) on 0.96 acres at 7180 West Azure Drive (APN 125-27-503-008), Ward 6 (Mack). The Planning Commission (6-0 vote) and staff recommend DENIAL

125. ZON-4635 - PUBLIC HEARING - APPLICANT/OWNER: CHARLES H. SHIELDS - Request for a Rezoning FROM: R-E (Residence Estates) TO: P-R (Professional Office and Parking) on 0.96 acres at 7180 West Azure Drive (APN 125-27-503-008), Ward 6 (Mack). The Planning Commission (6-0 vote) and staff recommend DENIAL

PLANNING & DEVELOPMENT - DISCUSSION

126. SDR-4638 - PUBLIC HEARING - APPLICANT/OWNERS: CHARLES H. SHIELDS - Request for a Site Development Plan Review for a PROPOSED OFFICE Parking LOT on 0.96 acres at 7180 West Azure Drive (APN 125-27-503-008), R-E (Residence Estates) Zone [PROPOSED: P-R (Professional Office and Parking)], Ward 6 (Mack). The Planning Commission (6-0 vote) and staff recommend DENIAL
127. GPA-4649 - PUBLIC HEARING - APPLICANT/ OWNER: AQUINO BENITO ARMAND, ET AL - Request to amend a portion of the Southwest Sector Plan of the General Plan FROM: PF (PUBLIC FACILITY) TO: ML (MEDIUM-LOW DENSITY RESIDENTIAL) on 2.5 acres adjacent to the northwest corner of Michael Way and Smoke Ranch Road (APN 138-13-403-001), Ward 5 (Weekly). The Planning Commission (7-0 vote) and staff recommend APPROVAL
128. VAR-4648 - PUBLIC HEARING - APPLICANT/ OWNER: AQUINO BENITO ARMAND, ET AL - Request for a Variance TO ALLOW A 2.5 ACRE R-PD SUBDIVISION WHERE 5.0 ACRES IS REQUIRED FOR A 14 UNIT SINGLE FAMILY RESIDENTIAL PLANNED DEVELOPMENT on 2.5 acres adjacent to the northwest corner of Michael Way and Smoke Ranch Road (APN 138-13-403-001), R-E (Residence Estates) Zone, Ward 5 (Weekly). The Planning Commission (7-0 vote) and staff recommend APPROVAL
129. ZON-4646 - APPLICANT/ OWNER: AQUINO BENITO ARMAND, ET AL - Request for a Rezoning FROM: R-E (RESIDENCE ESTATES) TO: R-PD6 (Residential Planned Development - 6 Units per Acre) on 2.5 acres adjacent to the northwest corner of Michael Way and Smoke Ranch Road (APN 138-13-403-001), Ward 5 (Weekly). The Planning Commission (7-0 vote) and staff recommend APPROVAL
130. WVR-4846 - APPLICANT/OWNER: AQUINO BENITO ARMAND, ET AL - Request for a Waiver to Title 18.12.160 TO ALLOW APPROXIMATELY 157 FEET BETWEEN STREET INTERSECTIONS WHERE 220 FEET IS THE MINIMUM DISTANCE SEPARATION REQUIRED AND A WAIVER OF Title 18.12.105 TO ALLOW A PRIVATE DRIVE TO BE 679 FEET WHERE 200 FEET IS THE MAXIMUM LENGTH PERMITTED on 2.5 acres adjacent to the northwest corner of Michael Way and Smoke Ranch Road (APN 138-13-403-001), R-E (Residence Estates) Zone [PROPOSED: R-PD6 (Residential Planned Development - 6 Units per Acre)], Ward 5 (Weekly). The Planning Commission (7-0 vote) and staff recommend APPROVAL
131. SDR-4647 - PUBLIC HEARING - APPLICANT/ OWNER: AQUINO BENITO ARMAND, ET AL - Request for a Site Development Plan Review FOR A 14 UNIT SINGLE FAMILY RESIDENTIAL PLANNED DEVELOPMENT on 2.5 acres adjacent to the northwest corner of Michael Way and Smoke Ranch Road (APN 138-13-403-001), R-E (Residence Estates) Zone [PROPOSED: R-PD6 (Residential Planned Development - 6 Units per Acre)], Ward 5 (Weekly). The Planning Commission (7-0 vote) and staff recommend APPROVAL

SET DATE

132. SET DATE ON ANY APPEALS FILED OR REQUIRED PUBLIC HEARINGS FROM THE CITY PLANNING COMMISSION MEETINGS, CENTENNIAL HILLS ARCHITECTURAL REVIEW COMMITTEE AND DANGEROUS BUILDING OR NUISANCE/LITTER ABATEMENTS

CITIZENS PARTICIPATION

PUBLIC COMMENT DURING THIS PORTION OF THE AGENDA MUST BE LIMITED TO MATTERS WITHIN THE JURISDICTION OF THE CITY COUNCIL. NO SUBJECT MAY BE ACTED UPON BY THE CITY COUNCIL UNLESS THAT SUBJECT IS ON THE AGENDA AND IS SCHEDULED FOR ACTION. IF YOU WISH TO BE HEARD, COME TO THE PODIUM AND GIVE YOUR NAME FOR THE RECORD. THE AMOUNT OF DISCUSSION ON ANY SINGLE SUBJECT, AS WELL AS THE AMOUNT OF TIME ANY SINGLE SPEAKER IS ALLOWED, MAY BE LIMITED

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

City Clerk's Bulletin Board, City Hall Plaza, 2nd Floor Skybridge
Court Clerk's Office Bulletin Board, City Hall Plaza
Las Vegas Library, 833 Las Vegas Boulevard North
Clark County Government Center, 500 S. Grand Central Parkway
Grant Sawyer Building, 555 E. Washington Avenue

CITY COUNCIL AGENDA
CITY COUNCIL MEETING OF: OCTOBER 6, 2004

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

- CALL TO ORDER

MINUTES:

PRESENT: MAYOR GOODMAN and COUNCILMEMBERS REESE (excused from the afternoon session at 3:59 p.m.), BROWN (excused from the afternoon session at 3:59 p.m.), WEEKLY, MACK, MONCRIEF, and WOLFSON

Also Present: CITY MANAGER DOUG SELBY, DEPUTY CITY MANAGER STEVE HOUCHENS, DEPUTY CITY MANAGER BETSY FRETWELL, CHIEF DEPUTY CITY ATTORNEY VAL STEED, DEPUTY CITY ATTORNEY DAN STILL, DEPUTY CITY ATTORNEY BRYAN SCOTT (P.M. Session), and CITY CLERK BARBARA JO RONEMUS

- ANNOUNCEMENT RE: COMPLIANCE WITH OPEN MEETING LAW

MINUTES:

ANNOUNCEMENT MADE - Meeting noticed and posted at the following locations:
City Clerk's Bulletin Board, City Hall Plaza, 2nd Floor Skybridge
Court Clerk's Office Bulletin Board, City Hall Plaza
Las Vegas Library, 833 Las Vegas Boulevard North
Clark County Government Center, 500 S. Grand Central Parkway
Grant Sawyer Building, 555 E. Washington Avenue
(9:06 - 9:07)

1-1

- INVOCATION - REVEREND CHESTER RICHARDSON, SECOND BAPTIST CHURCH

MINUTES:

REVEREND CHESTER RICHARDSON, Second Baptist Church, gave the invocation.
(9:07 - 9:08)

1-23

- PLEDGE OF ALLEGIANCE

MINUTES:

After REYNA SANCHEZ sang the National Anthem, MAYOR GOODMAN led the audience in the Pledge.

(9:08 - 9:11)

1-68

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 6, 2004

DEPARTMENT: COMMUNICATIONS

DIRECTOR: DAVID RIGGLEMAN

☐ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

CEREMONIAL:

RECOGNITION OF THE CITIZEN OF THE MONTH

BACKUP DOCUMENTATION:

Submitted after meeting: copy of face of plaque for October's Citizen of the Month

MOTION:

None required. A presentation was made.

MINUTES:

COUNCILMAN MACK recognized the Horse Council of Nevada, which established its Southern Nevada Chapter in 1998, as October's Citizen of the Month because of its dedication to the preservation of rural living and striving to make improvements for the horse community. Without their expertise, the City would not have a trails system plan in place or be anticipating the groundbreaking of the first park dedicated to equestrian use.

An unidentified gentleman with the Southern Nevada Chapter of the Horse Council of Nevada thanked COUNCILMAN MACK for this recognition and the Horse Council of Nevada for doing a great job.

(9:12 - 9:15)

1-176



City of Las Vegas
Citizen of the Month
October 2004

● *Horse Council of Nevada*

Gary Reese
Councilman Gary Reese

Michael Mack
Councilman Michael Mack

Oscar B. Goodman
Mayor Oscar B. Goodman

Larry Brown
Councilman Larry Brown

Janet Moncrief
Councilwoman Janet Moncrief

Lawrence Weekly
Councilman Lawrence Weekly

Steve Wolfson
Councilman Steve Wolfson

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 6, 2004

DEPARTMENT: COMMUNICATIONS

DIRECTOR: DAVID RIGGLEMAN

☐ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

CEREMONIAL

RECOGNITION OF WALK YOUR CHILDREN TO SCHOOL WEEK

BACKUP DOCUMENTATION:

1. A video was shown but a copy was not submitted
2. Issued but not submitted for backup: Proclamation proclaiming October 4-8, 2004, as Walk Our Children to School Week

MOTION:

None required. A presentation was made.

MINUTES:

As the videotape was shown, COUNCILMAN WOLFSON said he recently had the honor of participating in an International Walk Our Children to School program at Piggott Elementary School. There were many participants who came out to draw awareness to the cause. This program encourages parents to walk their children to school and educate them on the importance of observing traffic laws and safely crossing streets. He indicated that he first became aware of this program in July during a Pedestrian Safety roundtable held at Jacobson Elementary, where members of the Clark County School District, Las Vegas Metropolitan Police Department, City of Las Vegas Marshals, Ward 2 PTA's, and the Clark County Alternative Mode Program came together to discuss concerns and solutions regarding the safety of school children as they are walking to and from school.

COUNCILMAN WOLFSON then introduced MAGGIE SAUNDERS, who has always promoted safety. She is coordinator for the Alternative Modes Program at UNLV'S Transportation Research Center, where she works in their outreach program, Safe Community Partnership. MS. SAUNDERS accepted the proclamation proclaiming October 4-8, 2004, Walk Our Children to School Week. She thanked the City for supporting this program.

(9:15 - 9:19)

1-248

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 6, 2004

DEPARTMENT: COMMUNICATIONS

DIRECTOR: DAVID RIGGLEMAN

☐ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

CEREMONIAL

RECOGNITION OF OUTSTANDING HISPANICS IN THE COMMUNITY

MOTION:

None required. A presentation was made.

MINUTES:

In honor of Hispanic Month, from 9/15-10/15, 2004, COUNCILMAN WEEKLY recognized the following individuals for their outstanding leadership in the Latino Community: BRIAN AYALA - Outstanding Political Activist with IMPACTO/Latin Chamber of Commerce; MARIA SILVA - Outstanding Hispanic in Media with Channel 3-KVBC; ROLANDO LARRAZ - Outstanding Entrepreneur with Las Vegas Tribune; JAVIER TRUJILLO - Outstanding Educator with the Clark County School District Secondary Mariachi Education Program; IVET ALDABA - Outstanding Student Activist; and CARLOS RAMIREZ - Outstanding Community Volunteer who educates the community about health issues. Each person received a Certificate of Appreciation.

(9:19 - 9:26)

1-401

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 6, 2004

DEPARTMENT: CITY CLERK

DIRECTOR: BARBARA JO RONEMUS

☐ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

BUSINESS ITEMS:

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

MOTION:

REESE - Motion to bring forward and STRIKE Item 26 and Hold in ABEYANCE Items 45 and 47 to 10/20/2004 and Item 50 to 11/3/2004 - UNANIMOUS

NOTE: MAYOR GOODMAN disclosed that he would be abstaining on Item 31 because he is a personal friend of the Katz Family.

MINUTES:

There was no discussion.

(9:26 - 9:28)

1-632

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 6, 2004

DEPARTMENT: CITY CLERK

DIRECTOR: BARBARA JO RONEMUS

☐ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

BUSINESS ITEMS:

Approval of the Final Minutes by reference of the regular City Council Meetings of July 7, 2004 and July 21, 2004

MOTION:

REESE - APPROVED by Reference - UNANIMOUS

MINUTES:

There was no discussion.

(9:28)

1-684

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 6, 2004

DEPARTMENT: FINANCE & BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of Service and Material Checks/Payroll Checks/Wire Transfers/Other Checks and Investments

Fiscal Impact:

☐	No Impact	Amount:	\$51,115,329.28
☒	Budget Funds Available	Dept./Division:	Accounting Operations
☐	Augmentation Required	Funding Source:	All Funds

PURPOSE/BACKGROUND:

In compliance with the City's Municipal Code, Chapter 4.12, this is an informational item that provides the dollar amount of disbursements processed by the Finance and Business Services Department.

RECOMMENDATION:

BACKUP DOCUMENTATION:

Summary of cash expenditures for the period 09/01/04 - 09/15/04

Total Services and Materials Checks	\$ 8,383,780.54
Total Payroll Checks	\$ 5,585,414.66
Total Wire Transfers	\$ 37,146,134.08

MOTION:

REESE - APPROVED Items 3-25 and 27-43 - **UNANIMOUS** with **GOODMAN** abstaining on Item 31 because he is a personal friend of the Katz Family and **MACK** abstaining on Items 35 and 36 to avoid any conflict due to his purchasing agreement with Spinnaker Homes

Item 26: STRICKEN under separate action (see individual item)

NOTE: COUNCILMAN MACK disclosed that Item 8 involves a location near a Timbers Bar and Grill owned by his brother-in-law, **ANDREW DONNER**, who has not mentioned the application to him. **COUNCILMAN MACK** indicated that he would be voting on Item 8, as he did not believe it would have any impact on his relative's business.

NOTE: Under Item 1, MAYOR GOODMAN disclosed that he would be abstaining on Item 31 because he is a personal friend of the Katz Family.

MINUTES:

COUNCILWOMAN MONCRIEF 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 the City Council approve each item.

(9:28 - 9:30)

1-695

City of Las Vegas

Summary of Cash Expenditures

For period of 09/01/04 - 09/15/04

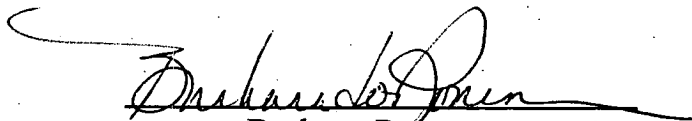
Total Services & Materials Checks :	\$8,383,780.54
Total Payroll Checks:	\$5,585,414.66
Total Wire Transfers:	\$37,146,134.08

Grand Total:	\$51,115,329.28
--------------	-----------------

I hereby certify that I have reviewed the above amounts and approved them for payment as being in compliance with all applicable laws to the best of my knowledge and belief.



Mark R Vincent
Director of Finance



Barbara Ronemus
City Clerk

On October 6, 2004, the City Council approved the above cash expenditures.



Oscar B. Goodman
Mayor

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 6, 2004

DEPARTMENT: FINANCE & BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of a Special Event License for Whole Foods Market, Location: Whole Foods Market, 8855 West Charleston Boulevard, Dates: October 9, 10, 30, November 13, 20, 21, 24, 2004, Type: Special Event Beer/Wine/Cooler, Event: Beer/Wine Tasting, Responsible Person in Charge: Sandra Benton - Ward 2 (Wolfson)

Fiscal Impact:

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

PURPOSE/BACKGROUND:

Approval of a Special Event License

RECOMMENDATION:

Recommend approval

BACKUP DOCUMENTATION:

None

MOTION:

REESE - APPROVED Items 3-25 and 27-43 - **UNANIMOUS** with **GOODMAN** abstaining on Item 31 because he is a personal friend of the Katz Family and **MACK** abstaining on Items 35 and 36 to avoid any conflict due to his purchasing agreement with Spinnaker Homes

Item 26: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:28 - 9:30)

1-695

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 6, 2004

DEPARTMENT: FINANCE & BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of a Special Event License for Irene Bustamante, Location: East Las Vegas Senior Center, 250 North Eastern Avenue, Date: October 9, 2004, Type: Special Event Beer/Wine, Event: Wedding Reception, Responsible Person in Charge: Carlos Collado - Ward 3 (Reese)

Fiscal Impact:

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

PURPOSE/BACKGROUND:

Approval of a Special Event License

RECOMMENDATION:

Recommend approval

BACKUP DOCUMENTATION:

None

MOTION:

REESE - APPROVED Items 3-25 and 27-43 - **UNANIMOUS** with **GOODMAN** abstaining on Item 31 because he is a personal friend of the Katz Family and **MACK** abstaining on Items 35 and 36 to avoid any conflict due to his purchasing agreement with Spinnaker Homes

Item 26: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:28 - 9:30)

1-695

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 6, 2004

DEPARTMENT: FINANCE & BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of a Special Event License for Northshore Entertainment Group, LLC, Location: Steiner's A Nevada Style Pub, 8410 West Cheyenne Avenue, Parking Lot, Date: October 9, 2004, Type: Special Event General, Event: Oktoberfest 2004, Responsible Person in Charge: Roger Sachs - Ward 4 (Brown)

Fiscal Impact:

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

PURPOSE/BACKGROUND:

Approval of a Special Event License

RECOMMENDATION:

Recommend approval

BACKUP DOCUMENTATION:

None

MOTION:

REESE - APPROVED Items 3-25 and 27-43 - UNANIMOUS with GOODMAN abstaining on Item 31 because he is a personal friend of the Katz Family and MACK abstaining on Items 35 and 36 to avoid any conflict due to his purchasing agreement with Spinnaker Homes

Item 26: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:28 - 9:30)

1-695

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 6, 2004

DEPARTMENT: FINANCE & BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of a Special Event License for City of Las Vegas Leisure Services Cultural Division, Location: Lewis Corridor, 399 South 4th Street, Dates: October 14, 15, 2004, Type: Special Event Beer/Wine/Cooler, Event: Poets Event Reading and Music, Responsible Person in Charge: Kristin Bartolo - Ward 1 (Moncrief)

Fiscal Impact:

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division:

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

Approval of a Special Event License

RECOMMENDATION:

Recommend approval

BACKUP DOCUMENTATION:

None

MOTION:

REESE - APPROVED Items 3-25 and 27-43 - UNANIMOUS with GOODMAN abstaining on Item 31 because he is a personal friend of the Katz Family and MACK abstaining on Items 35 and 36 to avoid any conflict due to his purchasing agreement with Spinnaker Homes

Item 26: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:28 - 9:30)

1-695

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 6, 2004

DEPARTMENT: FINANCE & BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of a new Beer/Wine/Cooler On-sale License, American Capital Investments, dba Southern Comfort Cafe & Catering, 2101 North Rainbow Boulevard, Suite 102, Jeffrey E. Campbell, Dir, Pres, Secy, Treas, 100% - Ward 6 (Mack)

Fiscal Impact:

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

PURPOSE/BACKGROUND:

Approval of a new Beer/Wine/Cooler On-sale License

RECOMMENDATION:

Recommend approval

BACKUP DOCUMENTATION:

Map

MOTION:

REESE - APPROVED Items 3-25 and 27-43 - UNANIMOUS with GOODMAN abstaining on Item 31 because he is a personal friend of the Katz Family and MACK abstaining on Items 35 and 36 to avoid any conflict due to his purchasing agreement with Spinnaker Homes

Item 26: STRICKEN under separate action (see individual item)

NOTE: Under Item 1, COUNCILMAN MACK disclosed that Item 8 involves a location near a Timbers Bar and Grill owned by his brother-in-law, ANDREW DONNER, who has not mentioned the application to him. COUNCILMAN MACK indicated that he would be voting on Item 8, as he did not believe it would have any impact on his relative's business.

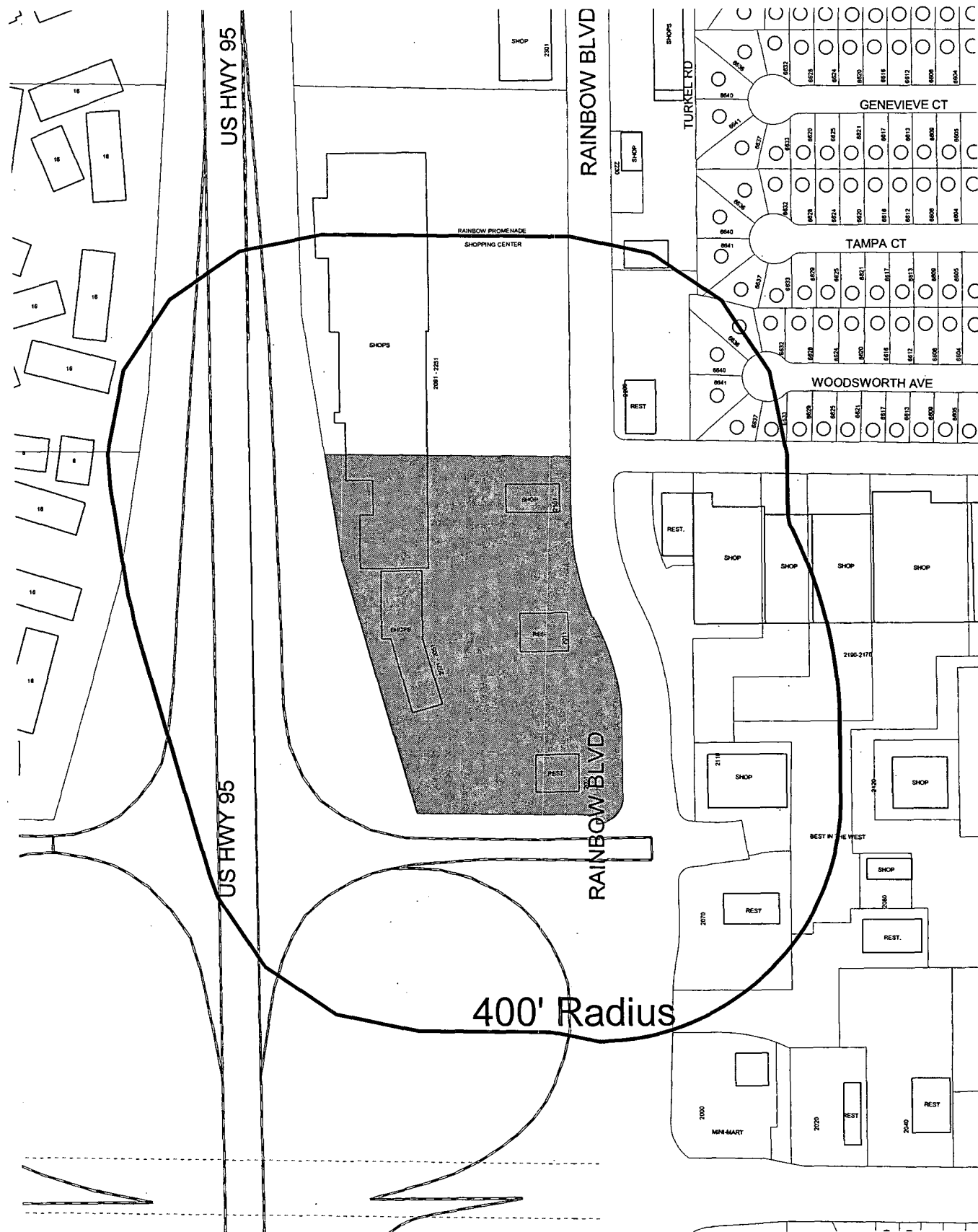
MINUTES:

There was no discussion.

(9:28 - 9:30)

1-695

SOUTHERN COMFORT CAFE & CATERING



0 100 200 Feet

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 6, 2004

DEPARTMENT: FINANCE & BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of a new Beer/Wine/Cooler Off-sale License subject to the provisions of the planning and fire codes and Health Dept. regulations, Rebel Oil Company, Inc., dba Rebel 76, 10076 West Sahara Avenue, Jack E. Cason, Pres, 46%, Carl L. Bailey, Secy, Treas, 19%, Patrick J. Cason, Supervisor, 7% - Ward 2 (Wolfson)

Fiscal Impact:

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

PURPOSE/BACKGROUND:

Approval of a new Beer/Wine/Cooler Off-sale License

RECOMMENDATION:

Recommend approval subject to the provisions of the planning and fire codes and Health Dept. regulations

BACKUP DOCUMENTATION:

Map

MOTION:

REESE - APPROVED Items 3-25 and 27-43 - **UNANIMOUS** with **GOODMAN** abstaining on Item 31 because he is a personal friend of the Katz Family and **MACK** abstaining on Items 35 and 36 to avoid any conflict due to his purchasing agreement with Spinnaker Homes

Item 26: STRICKEN under separate action (see individual item)

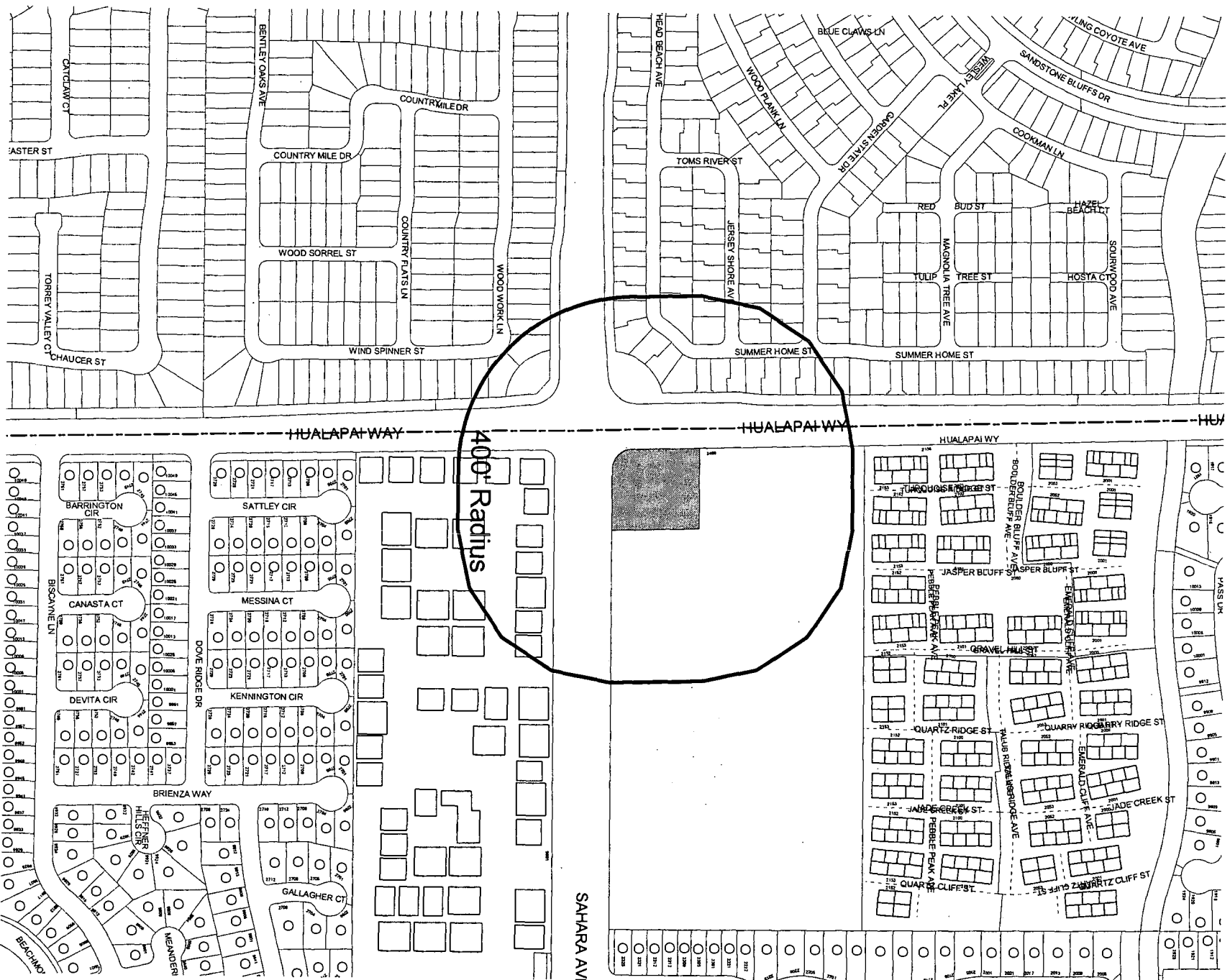
MINUTES:

There was no related discussion.

(9:28 - 9:30)

1-695

Rebel #76



SAHARA AV

400' Radius

0 200 400 Feet

CO



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 6, 2004

DEPARTMENT: FINANCE & BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of a new Slot Route Operator Gaming License subject to confirmation of approval by the Nevada Gaming Commission, Short Line Gaming, LLC, dba Short Line Gaming, 4040 North Tenaya Way, Duane L. Shields, Mgr, Mmbr, 33 1/3%, Robert M. Morton, II, Mgr, Mmbr, 33 1/3%, Ernest A. Becker, IV, Mgr, Mmbr, 33 1/3% - Ward 6 (Mack)

Fiscal Impact:

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

PURPOSE/BACKGROUND:

Approval of a new Slot Route Operator Gaming License

RECOMMENDATION:

Recommend approval subject to confirmation of approval by the Nevada Gaming Commission

BACKUP DOCUMENTATION:

Map

MOTION:

REESE - APPROVED Items 3-25 and 27-43 - **UNANIMOUS** with **GOODMAN** abstaining on Item 31 because he is a personal friend of the Katz Family and **MACK** abstaining on Items 35 and 36 to avoid any conflict due to his purchasing agreement with Spinnaker Homes

Item 26: STRICKEN under separate action (see individual item)

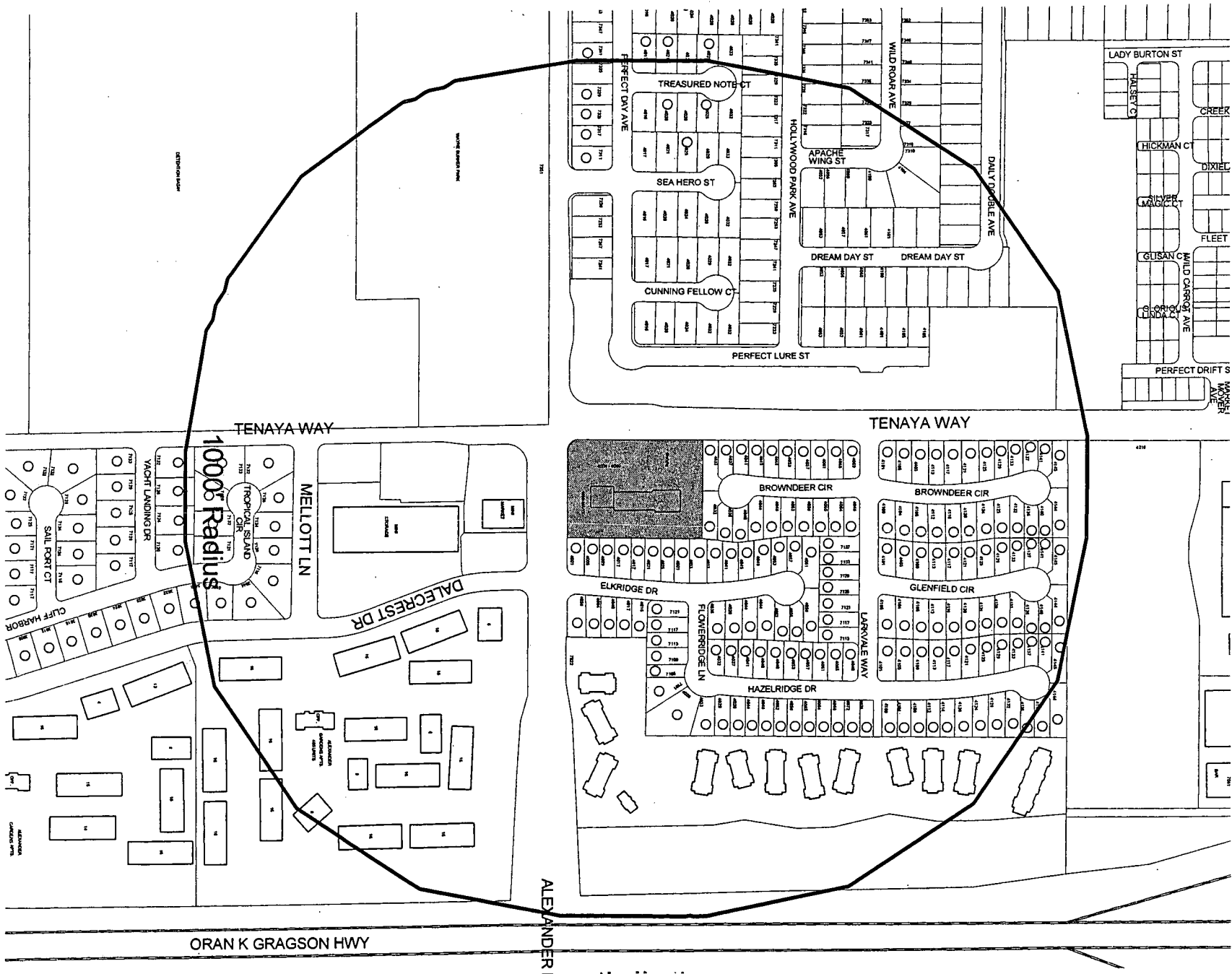
MINUTES:

There was no related discussion.

(9:28 - 9:30)

1-695

Short Line Gaming



0 200 400 Feet

000 10



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 6, 2004

DEPARTMENT: FINANCE & BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of a new Burglar Alarm Service License, ASI Alarm Services, Inc., dba ASI Alarm Services, Inc., 18 Sunrise Drive, Suite G-70, Robert M. Gasner, Pres, Audrie G. Allyn, Treas, William C. Ditch, Secy - Henderson

Fiscal Impact:

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

PURPOSE/BACKGROUND:

Approval of a new Burglar Alarm Service License

RECOMMENDATION:

Recommend approval

BACKUP DOCUMENTATION:

None

MOTION:

REESE - APPROVED Items 3-25 and 27-43 - **UNANIMOUS** with **GOODMAN** abstaining on Item 31 because he is a personal friend of the Katz Family and **MACK** abstaining on Items 35 and 36 to avoid any conflict due to his purchasing agreement with Spinnaker Homes

Item 26: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:28 - 9:30)

1-695

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 6, 2004

DEPARTMENT: FINANCE & BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of Change of Location for a Burglar Alarm Service License, Security Guard ITT Alarm Systems of Las Vegas, Inc., dba Security Guard ITT of Las Vegas, From: 3925 North Martin L. King Boulevard, Suite 111, To: 839 Astro Court, Samuel C. Moore, Pres, Secy, Treas, 100% - North Las Vegas

Fiscal Impact:

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division:

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

Approval of Change of Location for a Burglar Alarm Service License

RECOMMENDATION:

Recommend approval

BACKUP DOCUMENTATION:

None

MOTION:

REESE - APPROVED Items 3-25 and 27-43 - **UNANIMOUS** with **GOODMAN** abstaining on Item 31 because he is a personal friend of the Katz Family and **MACK** abstaining on Items 35 and 36 to avoid any conflict due to his purchasing agreement with Spinnaker Homes

Item 26: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:28 - 9:30)

1-695

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 6, 2004

DEPARTMENT: FINANCE & BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of Change of Location for a Locksmith License, V.S.R. Lock, Inc., dba V.S.R. Lock, Inc.,
From: 4120 West Russell Road, To: 6440 Polaris Avenue, Leo Wright, Dir, Pres, Treas, 100%, Charles A.
Degregorio, VP, Asst Treas, Colton L. Vollmann, VP, Asst Treas, Secy - Clark County

Fiscal Impact:

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

PURPOSE/BACKGROUND:

Approval of Change of Location for a Locksmith License

RECOMMENDATION:

Recommend approval

BACKUP DOCUMENTATION:

None

MOTION:

REESE - APPROVED Items 3-25 and 27-43 - UNANIMOUS with GOODMAN abstaining on Item 31 because he is a personal friend of the Katz Family and MACK abstaining on Items 35 and 36 to avoid any conflict due to his purchasing agreement with Spinnaker Homes

Item 26: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:28 - 9:30)

1-695

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 6, 2004

DEPARTMENT: FINANCE & BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of a new Massage Establishment License subject to the provisions of the planning and fire codes, Shirley Hyden, dba A Kneaded Massage, 601 South Rainbow Boulevard, Shirley A. Hyden, 100% - Ward 1 (Moncrief)

Fiscal Impact:

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

PURPOSE/BACKGROUND:

Approval of a new Massage Establishment License

RECOMMENDATION:

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

BACKUP DOCUMENTATION:

Map

MOTION:

REESE - APPROVED Items 3-25 and 27-43 - **UNANIMOUS** with **GOODMAN** abstaining on Item 31 because he is a personal friend of the Katz Family and **MACK** abstaining on Items 35 and 36 to avoid any conflict due to his purchasing agreement with Spinnaker Homes

Item 26: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.
(9:28 - 9:30)
1-695

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 6, 2004

DEPARTMENT: FINANCE & BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of a new Psychic Art and Science License subject to the provisions of the fire codes, Stephanie Marks, dba Psychic Solutions, 2925 West Sahara Avenue, Stephanie Marks, 100% - Ward 1 (Moncrief)

Fiscal Impact:

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division:

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

Approval of a new Psychic Art and Science License subject to the provisions of the fire codes

RECOMMENDATION:

Recommend approval

BACKUP DOCUMENTATION:

Map

MOTION:

REESE - APPROVED Items 3-25 and 27-43 - UNANIMOUS with GOODMAN abstaining on Item 31 because he is a personal friend of the Katz Family and MACK abstaining on Items 35 and 36 to avoid any conflict due to his purchasing agreement with Spinnaker Homes

Item 26: STRICKEN under separate action (see individual item)

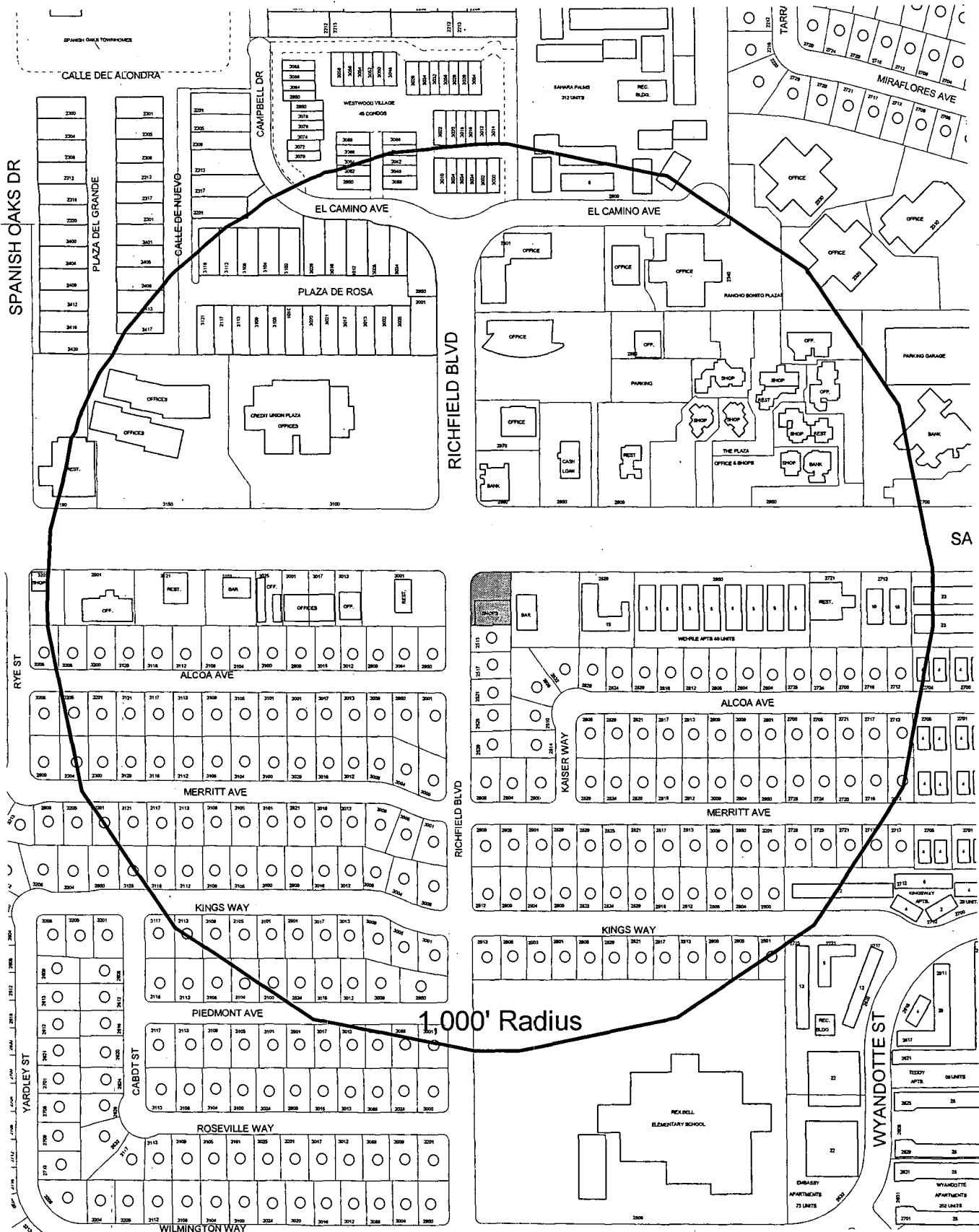
MINUTES:

There was no related discussion.

(9:28 - 9:30)

1-695

PSYCHIC SOLUTIONS



SA

1,000' Radius

0 200 400 Feet

15



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 6, 2004

DEPARTMENT: FINANCE & BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of award of Contract No. 050077, Landscape Maintenance Services - Department of Field Operations - Award recommended to: NEWTEX LANDSCAPE, INC. (Estimated annual amount of \$440,000- General Fund)

Fiscal Impact:

☐ No Impact	Amount:	\$440,000.00
☒ Budget Funds Available	Dept./Division:	Field Operations
☐ Augmentation Required	Funding Source:	General Fund

PURPOSE/BACKGROUND:

To provide landscape maintenance services for City medians, basins, and parkways. Award of contract is a result of a competitive Request for Proposals. The initial term of this contract will be through September 30, 2005 with two (2) one-year options to renew. Each year is prepriced, for a total 3-year estimated amount of \$1,267,182.

PCC: D. Kaplan

POC: Ryan Lucey (702) 795-0300

RECOMMENDATION:

That City Council approve the award of Contract No. 050077 to Newtex Landscape, Inc. for the estimated annual amount of \$440,000 from date of award through September 30, 2005 with two (2) one-year renewal options. Authority to execute contract is given to the Purchasing Manager per R-88-2004.

BACKUP DOCUMENTATION:

None

MOTION:

REESE - APPROVED Items 3-25 and 27-43 - UNANIMOUS with GOODMAN abstaining on Item 31 because he is a personal friend of the Katz Family and MACK abstaining on Items 35 and 36 to avoid any conflict due to his purchasing agreement with Spinnaker Homes

Item 26: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:28 - 9:30)

1-695

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 6, 2004

DEPARTMENT: FINANCE & BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of award of Bid No. 040382-TG, Annual Requirements Contract for Traffic Sign Blanks - Department of Public Works - Award recommended to: CUSTOM PRODUCTS CORP. (Estimated annual amount of \$150,000 - General Fund)

Fiscal Impact:

☐ No Impact	Amount:	\$150,000.00
☒ Budget Funds Available	Dept./Division:	Public Works
☐ Augmentation Required	Funding Source:	General Fund

PURPOSE/BACKGROUND:

This request is for an annual requirements contract to purchase traffic sign blanks to be used by Public Works Traffic Engineering Field Operations Division for traffic control projects.

PCC: A. Green

POC: Leo E. Tickner (800) 367-1492

RECOMMENDATION:

That the City Council approve the award of Bid No. 040382-TG, Annual Requirements Contract for Traffic Sign Blanks to Custom Products Corp. from date of award through September 30, 2005 with four (4) one-year options to renew in the estimated annual amount of \$150,000.

BACKUP DOCUMENTATION:

None

MOTION:

REESE - APPROVED Items 3-25 and 27-43 - UNANIMOUS with GOODMAN abstaining on Item 31 because he is a personal friend of the Katz Family and MACK abstaining on Items 35 and 36 to avoid any conflict due to his purchasing agreement with Spinnaker Homes

Item 26: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:28 - 9:30)

1-695

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 6, 2004

DEPARTMENT: FINANCE & BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of award of Bid No. 040400-TG, Kneading Compactor - Department of Public Works - Award recommended to: JAMES COX & SONS, INC. (\$30,579 - General Fund)

Fiscal Impact:

☐	No Impact	Amount:	\$30,579.00
☒	Budget Funds Available	Dept./Division:	Public Works
☐	Augmentation Required	Funding Source:	General Fund

PURPOSE/BACKGROUND:

This request will allow for the purchase of a Kneading Compactor for use by Public Works City Engineer Division Offsite Inspection and Testing.

PCC: A. Green

POC: Terri Devilbiss (530) 346-8322

RECOMMENDATION:

That the City Council approve the award of Bid No. 040400-TG, Kneading Compactor to James Cox & Sons, Inc. in the amount of \$30,579.

BACKUP DOCUMENTATION:

None

MOTION:

REESE - APPROVED Items 3-25 and 27-43 - **UNANIMOUS** with **GOODMAN** abstaining on Item 31 because he is a personal friend of the Katz Family and **MACK** abstaining on Items 35 and 36 to avoid any conflict due to his purchasing agreement with Spinnaker Homes

Item 26: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:28 - 9:30)

1-695

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 6, 2004

DEPARTMENT: FINANCE & BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of five contractors for inclusion on the Qualified Contractor List for the period through February 3, 2006 pursuant to City of Las Vegas Contractor Qualification Policy and Procedure for On-site Public Works Projects - Department of Finance and Business Services

Fiscal Impact:

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

PURPOSE/BACKGROUND:

This item is to request approval of the following contractors: Malibu Pacific Tennis Courts, Inc., Industrial Support Technologist Inc., St. George Contracting, Inc., Avery Atlantic, Central Enviromental, Inc. and the addition of these firms to the Qualified Contractors List for the period through February 3, 2006 pursuant to City of Las Vegas Contractor Qualification Policy and Procedure for On-site Public Works Projects.

RECOMMENDATION:

That the City Council approve five contractors for inclusion on the Qualified Contractor List for the period through February 3, 2006 pursuant to City of Las Vegas Contractor Qualification Policy and Procedure for On-site Public Works Projects.

BACKUP DOCUMENTATION:

None

MOTION:

REESE - APPROVED Items 3-25 and 27-43 - UNANIMOUS with GOODMAN abstaining on Item 31 because he is a personal friend of the Katz Family and MACK abstaining on Items 35 and 36 to avoid any conflict due to his purchasing agreement with Spinnaker Homes

Item 26: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:28 - 9:30)

1-695

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 6, 2004

DEPARTMENT: FINANCE & BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of award of Bid No. 050036-TG, Anthracite Filter Media - Department of Public Works - Award recommended to: LANG FILTER MEDIA, L.P. (\$26,820 - Sanitation Enterprise Fund) - Clark County

Fiscal Impact:

☐ No Impact	Amount:	\$26,820.00
☒ Budget Funds Available	Dept./Division:	Public Works
☐ Augmentation Required	Funding Source:	Sanitation Enterprise Fund

PURPOSE/BACKGROUND:

This request will allow for the purchase of 3600 cubic feet of Anthracite Filter Media for use by the Water Pollution Control Facility.

PCC: A. Green

POC: Melissa Jones (570) 459-7005

RECOMMENDATION:

That the City Council approve the award of Bid No. 050036-TG, Anthracite Filter Media to Lang Filter Media, L.P. in the amount of \$26,820.

BACKUP DOCUMENTATION:

None

MOTION:

REESE - APPROVED Items 3-25 and 27-43 - **UNANIMOUS** with **GOODMAN** abstaining on Item 31 because he is a personal friend of the Katz Family and **MACK** abstaining on Items 35 and 36 to avoid any conflict due to his purchasing agreement with Spinnaker Homes

Item 26: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:28 - 9:30)

1-695

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 6, 2004

DEPARTMENT: FINANCE & BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of revision to purchase order 219351 for Bulk Liquid Sodium Bisulfite - Department of Public Works - Award to: THATCHER COMPANY OF NEVADA (\$55,000 - Sanitation Enterprise Fund)

Fiscal Impact:

☐	No Impact	Amount:	\$55,000.00
☒	Budget Funds Available	Dept./Division:	Public Works
☐	Augmentation Required	Funding Source:	Sanitation Enterprise Fund

PURPOSE/BACKGROUND:

On November 25, 2003 a purchase order was issued for Liquid Sodium Bisulfite. This revision is being written to add \$55,000 in funding for the estimated usage through November 30, 2004.

PCC: T. Bowman

POC: Kyle Peterson (702) 564-7622

RECOMMENDATION:

That the City Council approve the issuance of revision to purchase order 219351 for Liquid Sodium Bisulfite to Thatcher Company of Nevada to add an additional \$55,000 for a revised total of \$220,000.

BACKUP DOCUMENTATION:

None

MOTION:

REESE - APPROVED Items 3-25 and 27-43 - **UNANIMOUS** with **GOODMAN** abstaining on Item 31 because he is a personal friend of the Katz Family and **MACK** abstaining on Items 35 and 36 to avoid any conflict due to his purchasing agreement with Spinnaker Homes

Item 26: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:28 - 9:30)

1-695

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 6, 2004

DEPARTMENT: FINANCE & BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of ratification of a revision to purchase order 218353 for Bulk Liquid Cationic Polymer - Department of Public Works - Award to: CYTEC INDUSTRIES, INC. (\$60,264 - Sanitation Enterprise Fund)

Fiscal Impact:

☐	No Impact	Amount:	\$60,264.00
☒	Budget Funds Available	Dept./Division:	Public Works
☐	Augmentation Required	Funding Source:	Sanitation Enterprise Fund

PURPOSE/BACKGROUND:

On August 1, 2003, a purchase order was issued for Superfloc C1594 Liquid Cationic Polymer, which is currently the only approved product for this application. This ratification of a revision is being written to add \$60,264 in funding for the estimated polymer usage through October 31, 2004, while the bid process is completed.

This requirement is exempt from competitive bidding process pursuant to NRS 332.155.1(a), sole source.

PCC: T. Bowman

POC: Bill Adamson (360) 456-2281

CFN: 030365-TB

RECOMMENDATION:

That the City Council approve the ratification of a revision to purchase order 218353 for Liquid Cationic Polymer to Cytec Industries, Inc. to add an additional \$60,264 for a total of \$775,264.

BACKUP DOCUMENTATION:

None

MOTION:

REESE - APPROVED Items 3-25 and 27-43 - UNANIMOUS with GOODMAN abstaining on Item 31 because he is a personal friend of the Katz Family and MACK abstaining on Items 35 and 36 to avoid any conflict due to his purchasing agreement with Spinnaker Homes

Item 26: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:28 - 9:30)

1-695

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 6, 2004

DEPARTMENT: HUMAN RESOURCES

DIRECTOR: F. CLAUDETTE ENUS

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of payment for a permanent partial disability award - Claim WC03040076 - as required under the workers' compensation statutes (\$37,853 - Workers' Compensation Internal Service Fund)

Fiscal Impact:

☐ No Impact	Amount:	\$37,853.00
☒ Budget Funds Available	Dept./Division:	Human Resources - Insurance
☐ Augmentation Required	Funding Source:	Workers' Compensation Internal Service Fund

PURPOSE/BACKGROUND:

An Equipment Operator sustained a Cervical Strain following a Motor Vehicle Accident where the back of his vehicle was struck by another vehicle. He has been evaluated by a state authorized rating doctor who determined that the injury resulted in a 10 percent whole person impairment.

RECOMMENDATION:

Approval of the \$37,853 payment for permanent partial disability award.

BACKUP DOCUMENTATION:

None

MOTION:

REESE - APPROVED Items 3-25 and 27-43 - UNANIMOUS with GOODMAN abstaining on Item 31 because he is a personal friend of the Katz Family and MACK abstaining on Items 35 and 36 to avoid any conflict due to his purchasing agreement with Spinnaker Homes

Item 26: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:28 - 9:30)

1-695

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 6, 2004

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

Approval of a Lease Agreement between the City of Las Vegas and the Las Vegas Convention and Visitors Authority for November 9-10, 2004 at Cashman Field for the annual Stand Down for the Homeless - Ward 5 (Weekly)

Fiscal Impact:

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

PURPOSE/BACKGROUND:

The Stand Down for the Homeless has benefited thousands of homeless men and women throughout the valley and continually rates as one of the largest (100 similar) events held across the country. Each year, the Stand Down highlights the services and programs available to meet the needs of homeless persons in Southern Nevada. The Stand Down utilizes over 400 volunteers from the community to set-up, staff and tear down the event. Historically, the City co-sponsors the event by providing the Southern Nevada Homeless Coalition with liability insurance and securing the facility's lease agreement for the event.

RECOMMENDATION:

Staff recommends approval of the Lease Agreement.

BACKUP DOCUMENTATION:

1. Formal request from the Las Vegas Stand Down Organizing Committee
2. Cashman Center Lease Agreement CC1426.1
3. Evidence of Self-Insurance Letter

MOTION:

REESE - APPROVED Items 3-25 and 27-43 - **UNANIMOUS** with **GOODMAN** abstaining on Item 31 because he is a personal friend of the Katz Family and **MACK** abstaining on Items 35 and 36 to avoid any conflict due to his purchasing agreement with Spinnaker Homes

Item 26: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:28 - 9:30)

1-695



Organizing Committee
Brian Brooks, Chair
Charleen Aydt-Stann, Vice Chair

September 7, 2004

Orlando Sanchez
Director, Neighborhood Services Department
City of Las Vegas
400 W. Stewart
Las Vegas, NV 89101

Dear Mr. Sanchez,

Please accept this as a formal request from the Las Vegas Stand Down Organizing Committee and the Southern Nevada Homeless Coalition that the City of Las Vegas once again serve as the formal lessee for the Stand Down that will be held on Wednesday, November 10, 2004 at Cashman Center. This would require that the city endorse the event and provide the liability insurance coverage for the event, as it has done for the past eleven years.

Proof of this insurance coverage is required by both Cashman Center and Aramark, the food service provider at Cashman, from whom we will be requesting a waiver so that our donors can provide the food service for the attendees at no cost to the Coalition.

This year, the LVCVA is requiring that the Coalition pay a reduced fee, in the amount of \$3,000.00, for the rental of the facility for the set-up day (November 9th) and the event day. This fee will be paid by the Coalition and the facility is reserved for the 2004 Stand Down.

If you have any questions, please feel free to contact me at (702) 220-9918. I look forward to your response at your earliest convenience.

Sincerely,

Brian Brooks
Stand Down Chair

cc: Charlene Aydt-Stann, Vice-Chair
Gustavo Ramos, SNHC Chair

LEASE AGREEMENT #**LESSEE:****ADDRESS:****TELEPHONE:****CASHMAN CENTER****CC1426.2****CITY OF LAS VEGAS****4415 W. SPRING MOUNTAIN ROAD****LAS VEGAS, NV 89102****702.220.9918**

This Lease Agreement made and entered into this 14th day of September, 2004 by and between the LAS VEGAS CONVENTION AND VISITORS AUTHORITY, 3150 Paradise Road, Las Vegas, Nevada 89109, (702) 892-0711 (hereinafter referred to as "LVCVA") and LESSEE.

1. **Facilities Payment and Use:** NON-REFUNDABLE first payment of \$2,000.00 to be paid at execution of this Lease Agreement. First payment credited when show is invoiced. Signed Lease Agreement is only valid if required first payment accompanies signed Lease Agreement upon return to the LVCVA. No interest will accrue by or be paid to Lessee on the first payment. Balance due upon receipt of invoice. INTEREST will be assessed at 1-1/2% per month on any balance due more than thirty (30) days after date of billing. See attached Exhibit "A" for rental rates, dates of tenancy, the Leased Premises, and other terms of this Lease Agreement. Payment of all prior LVCVA invoices is a condition precedent to the validity of this Lease. If Lessee fails to pay any amounts due and owing under any prior lease or invoice, the LVCVA will be under no obligation whatsoever to allow the Lessee to use or occupy any part of the Cashman Center.

2. **Conditions:** This Lease Agreement shall have no force or effect whatsoever unless and until executed by both parties, to wit: the Lessee and the President of the LVCVA or his designee. Lessee covenants and agrees to well and truly perform and abide by each and every term, condition, limitation and restriction herein set forth, each of which shall be a condition subsequent to the effect of this Lease Agreement. Any alteration to this document unless executed by both parties will void this Lease Agreement.

The use of the facilities of Cashman Center herein described includes corridors necessary to accommodate patrons and seating in or a part of such facilities, together with such regularly provided electrical power, water and light, as may be reasonably required for use of said facilities. Reasonable heating and/or air conditioning shall be provided on show days only. The term reasonable shall be defined on a case-by-case basis in the sole and unfettered discretion of the LVCVA. Any additional requirements for heating and/or air conditioning must be approved by the LVCVA. The cost of any additional heating and/or air conditioning shall be paid by the Lessee. Concourse and entrance plaza areas are a portion of the Leased Premises that must be used concurrently with other shows, and within certain guidelines set forth from time to time by the LVCVA. Exhibit floor plan must be approved by LVCVA's Fire Safety Coordinator before sale of exhibit space to prospective exhibitors. Carpeted areas must be protected when used by Lessee. The Lessee shall not permit the Leased Premises to be used for lodging rooms or for any improper, immoral, illegal or objectionable purpose. The LVCVA reserves the right to use meeting rooms during move-in and move-out period and show days after show hours when Lessee is not using the same, such as at night, so long as rooms are in proper order as and when required by Lessee. LVCVA will hold Lessee harmless if the LVCVA uses meeting rooms when Lessee is not using the same. LVCVA will not use meeting rooms assigned to Lessee for Lessee's office space. The Lessee will be given notice and a reasonable opportunity to cure any default in their obligation under this Lease Agreement. The President of the LVCVA will have the final authority, but must act reasonably, to determine the appropriate action relating to any default under this Lease Agreement.

Any and all contractors of any tier ("Contractors"), that provide any goods or services for the Lessee or its sublessees of any tier, must enter into an agreement with the LVCVA, pay any and all fees and obtain the required insurance to work in the Cashman Center. Contractor's payment of any such fees and proof of such insurance is a condition precedent to the validity of this Lease Agreement.

If Lessee or any exhibitor so desires, upon written order of Lessee, the LVCVA will cause electric, gas or water service or connections to be installed, adjusted or effected as follows:

Electricity: One-half normal illumination will be allowed for move-in and move-out days. Additional lighting, heating and air conditioning requested by the Lessee will be assessed a charge based on actual usage. Full illumination will be permitted on day prior to show opening. The LVCVA agrees to make available to Lessee, through Lessee's agent (electrical contractor) up to its existing capacity, all electric power required, and the Lessee agrees that any agreement with Lessee's agent (electrical contractor) will require said agent (electrical contractor) to reimburse the LVCVA with up to a twenty-five percent (25%) surcharge on the regular electric outlet rental fee charged on all electric outlets and floodlight charges levied by Lessee or Lessee's agent (electrical contractor) on all power made available by the LVCVA. All electrical service provided to Lessee spaces will be included when calculating charges. Lessee further agrees that Lessee's agent (electrical contractor) will supply the LVCVA with duplicate copies of all electrical charges made by said agent (electrical contractor) to each exhibitor, or to Lessee within thirty (30) days after expiration of the Lease Agreement for the purpose of verifying the up to twenty-five percent (25%) surcharge amount to be paid the LVCVA by said agent (electrical contractor) and upon said agent's (electrical contractor) failure to pay said amount, then Lessee hereunder agrees to pay the same to the LVCVA upon submission of the documentation supporting a statement for the amount due LVCVA hereunder.

Gas and Plumbing: At Lessee's expense, at the standard rate for connection and consumption of gas or water, as per schedule to be established from time to time by the LVCVA in accordance with the LVCVA's prevailing practice, and Lessee shall be responsible for all charges arising from such contracts. Lessee shall be responsible for expenses incurred by the LVCVA for Lessee or its exhibitors for which the LVCVA has accepted a written order from the Lessee. The above and foregoing approval shall apply to subcontractor(s) as well as contractors. A surcharge of up to twenty-five percent (25%) may be charged the installation contractor for such plumbing services.

3. **Exclusive Telecommunication, Newsstand, Gift Shop and Business Center Services:** The LVCVA reserves the sole and exclusive right to handle for the Lessee, and its sublessees, any telecommunications; newsstand; gift shop and business center services; including normal telephone services; cellular telephone services; Internet services of any kind; computer rental; facsimile; copies; secretarial; baggage holding; small package freight; business equipment; sign shop and any other services associated with telecommunications; newsstand, gift shop or business center activities. The Lessee, or its sublessee(s), shall have no right to contract out these goods and/or services. The LVCVA shall have the right to assign or contract out for these goods and/or services. The exclusion for gift shop goods and services shall not include the sale of show merchandise.

Show Reservation Service: Lessee shall not engage an independent contractor to provide local hotel showroom reservation services to Lessee (or group) and its members during the period of this lease term, nor will space in or upon said Leased Premises be provided for such purpose during the term hereof by Lessee.

Concessions: Unless otherwise expressly stated to the contrary in this Lease Agreement, LVCVA reserves the sole and exclusive right to offer for sale on, in, or about the Leased Premises covered by this Lease Agreement, beverages of any type, food, souvenirs, or other merchandise of any sort, or LVCVA may contract for all such concession rights to any party or parties designated by LVCVA. Any concession rights granted in this Lease Agreement will be subject to existing concession contracts which exist between LVCVA and third parties. In no event will Lessee, its sublessee(s), exhibitors, agents, or guests, bring into the Cashman

Center, or any of its facilities, any food, whether prepared or unprepared, or beverages of any kind whatsoever, including but not limited to alcoholic beverages, without the prior written consent of the President of the LVCVA. This section is not intended to restrict the free distribution of small quantities of product samples from a designated exhibit space. All samples being distributed must be manufactured or produced directly by the exhibitor. Before any sample is provided by the exhibitor or Lessee pursuant to this paragraph, the Lessee shall notify the LVCVA's concession contractor and obtain approval for such distribution.

4. **Forfeiture:** If cancellation is made (either partial or complete cancellation), in addition to liquidated damages set forth below, then the non-refundable first payment amount called for on page 1 shall be forfeited by the Lessee in consideration of the LVCVA holding said dates for exclusive use of the Lessee and rendering the same unavailable for others. The Lessee further covenants that if any default is made in payment of the rent or any part thereof at the times above specified, or if any default is made in the covenants or agreements herein contained, this Lease Agreement at the option of the LVCVA shall cease and terminate, and the relation of the parties shall be the same in all respects as if said term had fully expired. The LVCVA may reenter the said Leased Premises and hold the same as of its former state therein, remove all persons therefrom and resort to any legal proceedings to obtain such possession. The Lessee shall, notwithstanding such reentry, pay the full amount of said rental as herein agreed to be paid. If cancellation (either partial or complete) is made by Lessee, Lessee agrees to pay to the LVCVA, as liquidated damages, one hundred percent (100%) of the total rent amount as set forth on Exhibit A. Such payment will be due and payable immediately upon any partial or complete cancellation by Lessee. The LVCVA will make all reasonable efforts to re-lease the Leased Premises upon written notification of the Lessee's cancellation. Any and all rent received by the LVCVA as a result of any such re-leasing shall serve to refund back to Lessee any paid liquidated damages. Lessee shall not be entitled to receive any refund in excess of the liquidated damages paid by Lessee. The liquidated damages provisions in this paragraph are a consequence of the fact that the amount of actual damages resulting from Lessee's termination is impossible to ascertain. Any liquidated damages paid by the Lessee are not to be construed as a penalty. Lessee's payment of any above referenced liquidated damages shall be due and payable upon notification of any cancellation.

5. **Insurance:** Lessee agrees to obtain and furnish to the President of the LVCVA, at least thirty (30) days prior to the time of occupancy, a certificate showing that there is in effect a policy of a MINIMUM OF \$1,000,000 combined single limit commercial general liability and automobile liability coverage, including broad form contractual liability in which the Lessee and the LVCVA are each named as insured or additional insured. Lessee shall obtain workers compensation insurance, and provide proof of the same to the LVCVA, for all employees of Lessee, and Lessee shall require any sublessee of any tier to obtain workers compensation insurance for any of sublessee's employees. The parties agree that the specified coverages or limits of insurance in no way limit the liability of the Lessee. All insurance coverage shall be for full period of the Lessee's occupancy of the Cashman Center. Said insurance shall cover the entire Leased Premises of the Cashman Center, including parking lots, approaches and sidewalks. During the periods of multiple lessee occupancy, the Lessee shall only be responsible for and insure against bodily injury and property damage caused by the acts or omissions of Lessee, its sublessees, or their respective employees, representatives, servants, agents, licensees, invitees, patrons, guests or contractors. Lessee will not do or permit to be done anything in or upon any portion of the Leased Premises, or bring or keep anything herein or thereon which will in any way conflict with the conditions of any insurance policy upon the Cashman Center or any part thereof, or in any way increase any rate of insurance upon the building or any property kept there, nor shall Lessee (without written consent of the President of the LVCVA) put up or operate any engine or motor or machinery on the Leased Premises, excepting normal equipment utilized to set up and dismantle exhibits, or use of oils, burning fluids, camphene, kerosene, naphtha or gasoline for either mechanical or other purposes, or any agent other than electricity for illuminating purposes. The President of the LVCVA may refuse to allow any use of the Cashman Center facilities during any period when such insurance is not in force.

6. **Indemnity:** The Lessee is responsible for any and all demands on account of any injury or death, or damage to property (including, but not limited to, the Cashman Center Leased Premises) occurring in or upon any portion of the Cashman Center leased or used by Lessee which are caused by the acts or omissions of Lessee, its sublessees, or their respective employees, representatives, servants, agents, licensees, invitees, patrons, guests or contractors. Lessee shall defend, indemnify and hold harmless LVCVA, excepting loss by negligent acts of LVCVA, its officers, employees, and agents, from and against any and all claims, demands, actions, causes of actions, penalties, judgments and liabilities of every kind and description (including court costs and reasonable attorneys' fees) for injury to and death of persons, and damage to and loss of property which are caused by, arise from or grow out of Lessee's use or occupancy of the Leased Premises or from any breach by Lessee of any condition of this Lease Agreement, or from any act or omission of Lessee, its sublessees, or their respective employees, representatives, servants, agents, invitees, patrons, guests, licensees or contractors. The Lessee specifically will indemnify and hold the LVCVA harmless for any actions taken by the Lessee or its subcontractors, related to the removal of individuals or groups from the Leased Premises. The LVCVA shall not be liable for injuries to any person, or entity, or for damages to property owned or controlled by Lessee, excepting loss by negligent acts of the LVCVA, its officers, employees and agents, or any other entity when the claims for damages or injuries are incident to, arise from or are in any way connected with Lessee's use or occupancy of the Leased Premises or any portion of the Cashman Center, or for any act or omission of Lessee, its sublessees, their respective employees, representatives, servants, agents, invitees, patrons, guests, licensees or contractors. However, this contract shall not provide any right for any person, firm, corporation, or association who is not a party to this Lease Agreement. To the extent permitted by law, the LVCVA shall defend, indemnify, and hold harmless Lessee, its officers and employees from and against any and all claims, demands, actions, causes of actions, penalties, judgments, and liabilities (including court costs and reasonable attorneys' fees) for injury to and death of persons, and damage to and loss of property which are solely caused by an act or omission of the LVCVA or its employees. **Lessee's indemnification is subject to and limited by NRS Chapter 41.**

7. **Waiver of Liability and Waiver of Subrogation:** The LVCVA shall not be responsible for any damage or injury that may happen to the Lessee or to the Lessee's agents, servants, employees or property from any cause whatever, excepting loss by negligent acts by LVCVA, its servants or employees, during the period covered by this Lease Agreement, and the said Lessee hereby expressly releases said LVCVA from and agrees to indemnify the LVCVA against any and all claims for any such loss, damage or injury. The LVCVA and Lessee agree to waive the right of subrogation by their insurance carriers, when allowed by said insurance carrier, to recover loss sustained under the respective insurance contracts for real and personal property, and Lessee agrees that each sublease shall require of the sublessee a similar waiver of right to subrogation under their insurance contracts, when allowed by sublessee's insurance company.

8. **Services:** (a) The LVCVA will furnish additional services to the Lessee such as equipment, materials, technicians, etc. (to the extent of the LVCVA's available inventory and at current rates) on the following terms and conditions: Normal service, but not including technicians, stagehands, electricians, public address system operators, projectionists, guards and other personnel not normally members of the staff of the LVCVA. The LVCVA further reserves the right to name all technicians who will operate the LVCVA's equipment, and the Lessee shall pay for same.

(b) LVCVA services personnel will clean the show management's common use public areas including uncarpeted registration area, meeting rooms (when used for meetings only) and restrooms. Trash containers will be provided in public areas, placed at strategic locations, and serviced with concurrence of show management. These services are at no extra cost to Lessee.

(c) All janitorial and cleaning services (except as described in b) beginning with the first day of move-in, during show days, and through the final day of move-out shall be the responsibility of the Lessee. As part of Lessee's contract with its service contractor(s), the Lessee shall require said service contractor(s) to remove all trash in the public areas, exhibit halls, meeting rooms, theatre, stadium, and the exterior of Cashman Center which is used by the Lessee; except as specified herein.

(d) Additional services within the Cashman Center capabilities will be provided, if requested, and charges for labor and equipment will be invoiced at current rates.

(e) Meeting Rooms - One time setup per day - includes lights, heat, air, custodial and sound service (one microphone per room). Lessee agrees to pay minimum daily room rate for any changeovers or revised room setups.

(f) Care of Leased Premises: Lessee, at Lessee's own expense, shall keep the Leased Premises in a safe, sanitary and slightly condition in good repair, and shall restore and yield the Leased Premises back to the LVCVA upon the expiration or termination of this Lease in good condition and repair, ordinary wear and tear and damage by the elements, fire or act of God, or by other cause beyond the control of Lessee excepted. If the Leased Premises can be restored (without causing or constituting a termination of the privilege or an interference for the possession of the Leased Premises by Lessee) the LVCVA may do all things necessary to restore the Leased Premises to the condition required, including but not limited to, removal of signs, balloons, tape, and other things not removed by Lessee, its sublessees, or their respective servants, agents, employees, invitees, licensees or contractors charging the actual cost thereof to Lessee.

9. **Expiration of Occupancy:** At the expiration of occupancy hereinabove set forth, the Lessee shall quit and vacate the Leased Premises of the Cashman Center and return to the President of the LVCVA all equipment and facilities procured from the President of the LVCVA, which Leased Premises, equipment and facilities shall be in as good condition and repair as before the Lessee's use thereof except for wear from ordinary use. In the event the Lessee holds over and fails to surrender possession of the Leased Premises at the time herein agreed, then and in that event, the Lessee agrees to pay for the hold-over period at triple the rate herein provided for original term, and the same does not preclude the LVCVA from collecting other damages in the event damages do occur to the LVCVA as a result of such hold-over. If Lessee vacates the Leased Premises prior to the expiration of the contracted time of occupancy, the LVCVA will assume beneficial control of said Leased Premises and this Lease Agreement will terminate and the daily rate, if any, will not be charged by LVCVA.

10. **Property Left on Leased Premises:** The Lessee shall remove from the Leased Premises of the Cashman Center, on or before the termination of occupancy hereinabove agreed, all property, goods, and effects belonging to the Lessee or sublessees, or caused by Lessee to be brought upon the said Cashman Center. If any such property is not removed at the above stated time, the President of the LVCVA shall have the right to store or cause to be stored any such property, for which the Lessee agrees to pay a reasonable fee and all expenses incurred. The President of the LVCVA will have the right, after a reasonable period of time, to dispose of such stored property.

11. **Lost Articles:** The President of the LVCVA, or his representatives, shall have the sole right to collect and have custody of articles left in the building or parking lots by persons attending any performance, exhibition or entertainment event given or held on the Cashman Center, and the Lessee shall not collect nor interfere with the collection or custody of such articles by the LVCVA. Lost articles will be returned upon proper identification of article and owner according to policies established by the LVCVA. The President of the LVCVA will have the right, after a reasonable period of time, to dispose of lost articles.

12. **Compliance with Laws:** The Lessee, and the LVCVA, shall comply with all laws of the United States and the State of Nevada, all ordinances of the City of Las Vegas, State of Nevada, and wherever applicable, all rules, regulations of any governmental entity having jurisdiction and policies and criteria established by the LVCVA for the use of the facilities under the jurisdiction of the LVCVA, and the Lessee will not suffer or permit to be done anything on the Leased Premises in violation of such laws, ordinances, rules, regulations, policies or criteria herein referred to. The Lessee shall be responsible to provide readily achievable access to the show and provide auxiliary aids to anyone in accordance with the Americans with Disabilities Act. Additionally, it shall be the responsibility of the Lessee to submit to the LVCVA in writing, a list of independent service companies (e.g. installation and dismantle companies, florists, modeling agencies, or other exhibitor appointed contractors) who are providing a service to exhibitors or show management. The Lessee shall be responsible for said companies to be properly licensed and insured prior to entering the Leased Premises of the Cashman Center. The Lessee shall secure compliance with all state and federal laws and/or regulations from any exhibitor who seeks to install its own booth ("Exhibitor"). Lessee shall ensure that the Exhibitor shall comply with all laws, rules and regulations related to booth installation and dismantling. Lessee shall obtain from such Exhibitor a commercial general insurance policy in the amount of, at least, Two Hundred and Fifty Thousand Dollars (\$250,000.00) which names the LVCVA and Lessee as additional insureds.

13. **Hazardous Materials:** Lessee, and its sublessees, are responsible for the proper care, handling, security, removal, and disposal of all hazardous materials brought to the Cashman Center by the Lessee or its sublessees, as required by current Environmental Protection Agency, or other applicable standards in effect at the time of occupancy. Upon request by LVCVA, the Lessee shall provide proof of the method of transportation and disposal of the hazardous materials. Any costs associated with the transportation and disposal of materials left on the Leased Premises will be paid by the Lessee.

14. **Licenses:** Lessee shall obtain all permits or licenses required by laws, ordinances, rules and regulations mentioned herein and shall secure such permits, and shall not suffer to be done anything on the Leased Premises during the term hereof in violation of any such laws, ordinances, rules, regulations, policies or criteria, and if attention of the Lessee is called to any such violation on the part of the Lessee or of any person employed by or admitted to the Leased Premises by the Lessee, such Lessee will immediately desist from and correct or cause to be corrected such violation.

15. **Child Care:** Lessee shall not allow any type of child care facility to be operated on the Leased Premises.

16. **Signs and Posters:** Lessee shall not post or exhibit, or allow to be posted or exhibited, any signs, advertisements, show bills, lithograph posters or cards of any description on any part of the Leased Premises, except upon such space as is made available for such purpose by the LVCVA, and Lessee will use, post or exhibit only such signs, advertisements, show bills, lithograph posters or cards upon said billboards as relate to the performance or exhibition to be given under this Lease Agreement and which meet the approval of the President of the LVCVA, and such approval shall not be unreasonably withheld.

17. **Advertising:** Advertising will not be allowed in the public areas of the Cashman Center without payment of additional compensation as fixed by Exhibit "A." The LVCVA may require Lessee to provide a copy of each advertising contract and/or invoice related to the advertising sold by Lessee and located in the public areas of the Cashman Center. The LVCVA will sell advertising in the public areas of the Cashman Center and the Lessee will have no rights thereto.

18. **Security/Parking:** Lessee shall be responsible for complete security in all areas leased or used by Lessee, including exhibit areas, meeting rooms, loading dock areas, emergency exits, from the time of initial occupancy until completion of move-out. Such services will be at the expense of the Lessee. All security arrangements are subject to approval by the LVCVA, and such approval shall not be unreasonably withheld. Lessee will provide a security placement plan for stationary moving posts to the LVCVA's Director of Security at least thirty (30) days prior to show opening. The LVCVA maintains twenty-four (24) hour security for protection of building perimeter. Only licensed Nevada security agencies and security guards that comply with LVCVA requirements will be used. The use of voluntary security is not permitted. The parking facilities, unless specifically leased by the Lessee, shall be under the direct and exclusive control of LVCVA. The Lessee shall not rely upon the availability of any parking lot or parking facility.

19. **Seating Capacity:** Lessee shall not sell or distribute, or permit to be sold or distributed, tickets or passes in excess of the seating capacity or authorized occupancy load of the facility or facilities hereinabove described. Standing room is prohibited. The Lessee shall not admit to the Leased Premises a larger number of persons than the seating capacity or authorized occupancy load thereof will accommodate or can safely or freely move about in said leased area. The LVCVA, being charged by law with operation of the Cashman Center, and in doing so, has the right to attend all functions. Lessee acknowledges this requirement for such seating as may be required by LVCVA and agrees to honor the same upon request of the President of the LVCVA.

20. Access to Leased Premises: The LVCVA reserves for its representatives, agents and concessionaires, free access and right to enter any portion of the Cashman Center, including the Leased Premises. The Cashman Center, including the Leased Premises hereby and the keys thereof, shall at all times be under the control of the President of the LVCVA or his designee. The Lessee shall not use the lobbies for any purpose whatsoever without express written permission from the LVCVA. Any labor demonstrations, protests, or picketing are subject to a Consent Decree and the Lessee's rights to these public areas are limited thereby.

21. Objectionable Persons: The LVCVA, through its President and its agents and employees, reserves the right to eject any objectionable person or persons from the Cashman Center or any part thereof, if in the sole determination of LVCVA such objectionable person or persons create a danger to public health and safety. Upon exercise of this authority by the President of the LVCVA, its agents or Metropolitan Police, Lessee specifically waives any right to any claim for damages against the LVCVA for such actions. Every reasonable effort will be made by the LVCVA to notify the Lessee of any pending action in regards to any cause to which this section applies.

22. Force Majeure: If the (a) Cashman Center or any portion thereof shall be destroyed or damaged by fire or other calamity so as to prevent the use of the Leased Premises for the purposes and during the periods specified in this Lease Agreement, or (b) if the use of the Leased Premises by Lessee shall be prevented by act of God, strike, lockout, material or labor restrictions by any governmental authority, civil riot, flood or any other cause beyond the control of the LVCVA, then this Lease Agreement shall terminate and Lessee hereby waives any claim against the LVCVA for damages by reason of such termination except that any unearned portion of the rent due hereunder shall abate, or, if previously paid, shall be refunded by LVCVA to Lessee. The LVCVA shall, within a reasonable time, provide notice to Lessee of any event to which this section applies.

23. Evacuation: It is mutually agreed by and between the parties that in the event the Cashman Center, or any part thereof, shall be evacuated by reason of fire, strike, picketing, job action, riot, unruly demonstration, bombing, bomb threat or other incident or occurrence, actual or threatened, the Lessee, for itself and for its successors and assigns, shall and does hereby release the LVCVA and all officials, officers, representatives, agents, employees and servants of the LVCVA from any and all liability for injury, loss of life, loss of or damage to property or other damage or loss of any nature whatsoever, economic or otherwise suffered or sustained as a result of such evacuation or direction to evacuate, excepting liability arising from negligent acts of LVCVA, its officers, employees, and agents. The Lessee, for itself, and for its successor and assigns, hereby covenants and agrees, in the event of such evacuation or direction to evacuate, to indemnify and hold harmless the LVCVA, their officials, officers, representatives, agents, employees and servants from any and all claims that may be asserted by third persons for injury, loss of life, loss of or damage to property or any damage or loss of any nature whatsoever, economic or otherwise suffered or sustained as a result of Lessee's activities related to such evacuation or direction to evacuate, excepting liability arising from negligent acts of LVCVA, its officers, employees, and agents. Under emergency circumstances, the President of the LVCVA, or his designee, shall regain complete control of the Cashman Center. Every reasonable effort will be made by the LVCVA to notify the Lessee of any pending action in regards to emergency evacuation.

24. Scheduling and Time of Essence: Unless otherwise specified in writing, the President of the LVCVA shall be privileged to book similar events at any time. Time, including, without limitation, time of payment of monies due from Lessee, shall be of the essence of this Lease Agreement.

25. Acceptance of Leased Premises: Lessee and LVCVA shall jointly inspect the Leased Premises and its equipment prior to move-in to determine whether the Leased Premises is in all respects in proper condition for the uses contemplated by Lessee. Lessee and LVCVA shall jointly inspect the Cashman Center during move-out to determine whether any changes have occurred in the condition of the Cashman Center and/or its equipment, ordinary wear and tear excepted, which are directly attributable to Lessee's occupancy and use.

26. Reentry Right: Lessee agrees that if the Leased Premises or any part thereof shall become vacant during the said term, the LVCVA or its representatives may reenter the same either by force or otherwise without being liable for any prosecution therefor, and may at its option relet the said Leased Premises as the agent of the Lessee and receive the rent therefrom, applying the same first to payment of such expenses as may be incurred in reentering and reletting said Leased Premises and then to the payment of the rent due by these presents; the surplus, if any, is to be paid over to the Lessee, and Lessee covenants that charges herein agreed to be paid remaining after deducting the net rental resulting from such reletting shall be paid by Lessee. However, nothing herein contained shall be construed as imposing any obligation on the LVCVA to so relet or attempt to relet the said Leased Premises or in any way affect the obligation of the Lessee to pay the full amount of said rental in case said Leased Premises shall not be so relet.

27. Television and Broadcasting: No artistic performance or sporting event presented in the Cashman Center shall be broadcast or televised or in any manner recorded for reproduction without an agreement in writing between the Lessee and the LVCVA respecting the times and media of such broadcast, such additional compensation to the LVCVA as the parties may agree upon and, in any event, upon the express condition that all expenses pertaining thereto will be prepaid in advance by the Lessee. This section does not restrict the normal production of audio or videotapes of meeting or seminar sessions for distribution or resale to attendees or Association membership.

28. Copyright and Trademark Indemnification: Lessee warrants and represents that no musical, literary or artistic work or other property protected by copyright, nor the name of any performing individual or group protected by trademark will be performed, reproduced or used in the performance of this Lease Agreement unless the Lessee and/or its sublessees have previously thereto obtained written permission from the copyright or trademark holder. Lessee acknowledges that Lessee acts under this Lease Agreement as an independent contractor, charged with the responsibility in Lessee's sole discretion for selection, performances, reproduction and use of such musical, literary and artistic works and such individual performer or group of performers as Lessee deems appropriate and that Lessee undertakes strict compliance with all laws respecting copyrights (Federal Copyright Law of 1978 - 17 U.S.C. 101) and trademarks and the performance, reproduction and use of musical, literary and artistic works or the use of the name of the performer or performing individuals or group. Lessee warrants that in the performance of this Lease Agreement Lessee will not infringe any statutory common law or other right of any person in performing, reproducing or otherwise making use of any work or material or performer or performing group. Lessee will indemnify, save and hold harmless the LVCVA and its officers, agents, employees and servants from and against all claims, costs and expenses, including legal fees, demands, actions and liabilities of every kind and character whatsoever with respect to copyright and trademark rights, and the performance, reproduction and use of musical, literary and artistic works or in the name of performing individual or group. Lessee authorizes the withholding of payment from the LVCVA under this Lease Agreement pending final disposition of any claim which may result from the foregoing indemnification.

29. Royalties and Claims: Lessee agrees to pay when due all royalties, license fees or other charges accruing or becoming due to any firm, person or corporation by reason of any music, either live or recorded, or other entertainment of any kind or nature, played, staged or produced by the Lessee, its agents, employees, sublessees or licensees upon or within the Cashman Center, including but not limited to, royalties or licensing fees due to BMI, ASCAP or SESAC. Lessee agrees to hold harmless the LVCVA, its agents and employees, against any and all such claims and charges, and to defend, at its own expense, any and all such claims and charges. Lessee shall have the right, however, to protest and if desired, to litigate and adjudicate any and all such claims.

30. Assignments/Arbitration Clause: Neither this Lease Agreement nor any rights of the Lessee hereunder may be assigned by Lessee without the consent of the LVCVA, by and through its President. Any dispute, cause of action or claim for relief, between the LVCVA and Lessee (including any sublessee), regarding the

terms, enforcement, interpretation, administration or performance of this Lease Agreement shall be submitted to the Nevada Arbitration Association for binding arbitration pursuant to the Uniform Arbitration Act as codified in Nevada Revised Statutes 38.010 et seq.

31. Binding Effect of Lease Agreement: All terms and conditions of this Lease Agreement shall be binding upon the parties, their heirs or representatives and assigns and cannot be varied or waived by any oral representation or promise or any agent or other person of the parties hereto unless the same be in writing and mutually signed by duly authorized agent or agents of the parties who executed this Lease Agreement. Lease Agreement must be signed and returned by thirty-five (35) days from date of issue. Failure to comply will void the terms and conditions of the Lease Agreement. Any alteration of the terms of this Lease Agreement in any manner will void the Lease Agreement.

32. Governing Law/Merger Clause: The parties to this Lease Agreement agree that the same was entered into in Las Vegas, Clark County, Nevada. Except as provided herein, this Lease Agreement shall be interpreted and enforced under Nevada Law, and this Lease Agreement can only be interpreted in the State or Federal courts in the State of Nevada. Lessee, by signing this Lease Agreement, submits to the jurisdiction of any and all Nevada Courts. All prior negotiations and understandings are merged herein and no change or additional agreement shall be of any effect unless in writing and signed by the party to be charged. This Lease Agreement constitutes the entire understanding of the parties hereto with respect to the subject matter hereof and supersedes any and all prior or contemporaneous documents or understandings whether written, oral or implied. This Lease Agreement shall be construed to be drafted by both the LVCVA and the Lessee.

33. Subleasing of Leased Premises: The Lessee may sublease the Leased Premises to exhibitors and other entities related to its convention or trade show. The Lessee may not sublease any part of or the entire Leased Premises to another convention or tradeshow without the express written permission from the LVCVA.

34. Miscellaneous Terms: If pavilions are used by Lessee in the parking lots, the Lessee is responsible for any damage or claims made as a result of the pavilion contractor's actions or inactions. Pavilions shall be constructed pursuant to any Fire Code requirements. The Lessee may not place exhibits in any rain water swale area. Any repairs made to the Cashman Center parking lots must meet LVCVA specifications. Exhibits and/or pavilions may not be left in place following the expiration of lease dates, without express written permission from the LVCVA and financial compensation paid to the LVCVA. The Lessee shall not hang or attach anything to the roof system of the Cashman Center without complying with the LVCVA's rigging plan. Lessee is responsible for insuring that the overall rigging plan is done in accordance with the suspended load limits procedure as prepared by LVCVA's structural engineering consultant. Lessee will insure that the weight load limits are not exceeded. Lessee will supply the LVCVA with the name of the person in charge of rigging. This person must obtain authorization for such rigging plans from the LVCVA seven (7) days prior to starting work. The Lessee must obtain written permission from the LVCVA for special or unusual rigging weights or motor apparatus.

IN WITNESS WHEREOF, the parties hereto have hereunto caused these presents to be signed in their corporate names and capacities, by their duly authorized officers, and acknowledge that this Lease has been read in its entirety.

CITY OF LAS VEGAS

CASHMAN CENTER
LAS VEGAS CONVENTION AND VISITORS AUTHORITY

By: _____

By: _____
PRESIDENT/CEO

Date: _____

Date: _____

Attest: _____

By: _____
LEGAL COUNSEL

Date: _____

Approved as to form:

 9/24/04
Date =

 9/14/04
Initial Date

PLEASE SIGN AND RETURN BOTH COPIES OF THE LEASE AGREEMENT BY OCTOBER 14, 2004 FOR EXECUTION BY THE LVCVA.
A SIGNED LEASE AGREEMENT WILL BE RETURNED TO YOU.

EXHIBIT "A"

CASHMAN CENTER

LEASE AGREEMENT #: CC1426.2

ORGANIZATION NAME: CITY OF LAS VEGAS

The LVCVA does hereby grant to Lessee and Lessee does hereby lease the following specified areas, on the dates, and at the rate for said facilities of the Cashman Center hereinafter set forth, for the following use and no other purpose: To hold a STAND DOWN FOR THE HOMELESS.

OVERALL DATES commencing at 12:01 a.m. NOVEMBER 9, 2004

and terminating at 11:59 p.m. NOVEMBER 10, 2004

ACTUAL SHOW/MEETING DATES: NOVEMBER 10, 2004

AREA	DATES	RENTAL RATE
<u>EXHIBIT HALLS</u>		
A & B	NOVEMBER 9-10, 2004	\$2,000.00 Total*
<u>MEETING ROOMS</u>		
101-108	NOVEMBER 9-10, 2004	N/C**

REVISION: TO CHANGE NEGOTIATED EVENT RATE FROM \$3,000.00 TO ABOVE.

* RENTAL RATE DEFINED:

Special negotiated flat rate.

ADVERTISING IN PUBLIC SPACES:

Fifteen percent (15%) of gross receipts for all advertising. The term "gross receipts" shall mean the total amount of receipts, whether for cash, credit or any other consideration, received by Lessee, or any agent or employee of Lessee from all advertising (whether collected or not). If the consideration received is a barter or other kind of exchange, the Lessee shall pay to the LVCVA the above referenced percentage of the fair market value of such advertising as established by the Lessee's advertising rate card or the value of the benefit received by Lessee.

** MEETING ROOMS:

Meeting rooms and office space, which are listed at no charge, may not be subleased to sublessees for meetings without an additional payment to the LVCVA of fifteen percent (15%) of the sublet rate or the minimum daily rate, whichever is greater. If any meeting room and office space is used for exhibits, the rent shall be double the minimum daily rate.

Equipment (tables, chairs, staging), labor or cleaning, if required, at current rate.

IN WITNESS WHEREOF, the parties hereto have hereunto caused these presents to be signed in their corporate names and capacities, by their duly authorized officers, this 14th day of September, 2004, and acknowledge that the Lease Agreement has been read in its entirety.

CITY OF LAS VEGAS

CASHMAN CENTER
LAS VEGAS CONVENTION AND VISITORS AUTHORITY

By: _____

By: _____
PRESIDENT/CEO

Date: _____

Date: _____

Attest: _____

By: _____
LEGAL COUNSEL

Date: _____

ss (9/14/04)

Initial

Date

PLEASE SIGN AND RETURN BOTH COPIES OF THE LEASE AGREEMENT BY OCTOBER 14, 2004 FOR EXECUTION BY THE LVCVA.

A SIGNED LEASE AGREEMENT WILL BE RETURNED TO YOU.

Approved as to form:

J. Pimball 9/24/04
Date



LAS VEGAS CITY COUNCIL

MAYOR
OSCAR B. GOODMAN

MAYOR PRO TEM
GARY REESE

LARRY BROWN
WRENCIE WEEKLY
MICHAEL MACK
JANET MONCRIEF
STEVE WOLFSON

CITY MANAGER
DOUGLAS A. SELBY

HUMAN RESOURCES
DEPARTMENT

DIRECTOR
F. CLAUDETTE ENUS

September 22, 2004

Southern Nevada Homeless Coalition
1559 North Main Street
Las Vegas, NV 89104

Attn: Brian Brooks

RE: 12th Annual Stand Down For The Homeless, November 9-10, 2004

Dear Mr. Brooks:

With all due care and diligence, and in accordance with Section 41.038 of the Nevada Revised Statutes, the City of Las Vegas has adopted a Self-Insured Liability Program, effective July 1, 1985. The City self-insures each occurrence within the limits of liability as established in accordance with Section 41.035 of the Nevada Revised Statutes.

This Self-Insured Liability Program has been established through a funded reserve system appropriately known as the "Self-Insured Liability Trust Fund" and is supported by an annual budgetary allocation.

Sincerely,

A handwritten signature in black ink, reading "William T. Thorp".

William T. Thorp
Safety/Loss Control Officer
Insurance Services Division

CC: Trina Robinson, Neighborhood Services

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

VOICE 702.229.6315
TTY 702.386.9108
www.lasvegasnevada.gov

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 6, 2004

DEPARTMENT: NEIGHBORHOOD SERVICES

DIRECTOR: ORLANDO SANCHEZ

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of a Memorandum of Understanding (MOU) with Clark County, Henderson, North Las Vegas and Boulder City to contribute \$336,522 of General Funds to the Community Triage Center, also known as the Crisis Triage Center, operated by WestCare Nevada, Inc., at 401 South Martin Luther King Boulevard - Ward 5 (Weekly)

Fiscal Impact:

☐ No Impact	Amount:	\$336,522.00
☒ Budget Funds Available	Dept./Division:	City Manager
☐ Augmentation Required	Funding Source:	General Fund

PURPOSE/BACKGROUND:

The Southern Nevada Regional Planning Coalition (SNRPC) Board recently agreed to pursue a MOU to provide a portion of the estimated budget costs of operating the WestCare Community Triage Center, a centrally located drop-off triage center for individuals experiencing a crisis due to substance abuse and/or mental health issues. The MOU represents the portion of the WestCare CTC funding that stems from local government entities and is intended to partner with other funds being provided by local area hospitals and the state of Nevada.

RECOMMENDATION:

Staff recommends approval of the MOU

BACKUP DOCUMENTATION:

Memorandum of Understanding

MOTION:

REESE - APPROVED Items 3-25 and 27-43 - UNANIMOUS with GOODMAN abstaining on Item 31 because he is a personal friend of the Katz Family and MACK abstaining on Items 35 and 36 to avoid any conflict due to his purchasing agreement with Spinnaker Homes

Item 26: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:28 - 9:30)

1-695

**MEMORANDUM OF UNDERSTANDING BETWEEN WESTCARE
NEVADA INC. AND SOUTHERN NEVADA HOSPITALS
RELATING TO THE PROVISION OF FUNDS FOR THE
COMMUNITY TRIAGE CENTER**

THIS MEMORADUM OF UNDERSTANDING ("MOU") is entered into as of July 1, 2004, by and among WestCare Nevada, Inc., a Nevada non-profit corporation ("WestCare"), and Boulder City Hospital, Desert Springs Hospital, Sunrise MountainView Hospital, Inc., a Nevada corporation ("MountainView Hospital"), Catholic Healthcare West, a California nonprofit public benefit corporation d/b/a St. Rose Dominican Hospitals, Southern Hills Medical Center, LLC, a Nevada limited liability company ("Southern Hills Hospital"), Spring Valley Hospital, Summerlin Hospital, Sunrise Hospital and Medical Center, LLC, a Nevada limited liability company ("Sunrise Hospital"), University Medical Center, Valley Hospital and North Vista Hospital (together referred to as the "hospital parties"), and Clark County, City of Las Vegas, City of Henderson, City of North Las Vegas, and Boulder City (together referred to as the "Local Governments"), to provide funds for the Community Triage Center, also known as the Crisis Triage Center, operated by WestCare at 930 North 4th Street, Las Vegas, Nevada 89101 ("Community Triage Center").

WITNESSETH:

WHEREAS, the Southern Nevada Regional Planning Coalition has recommended certain strategies contained in a report issued by the Southern Nevada Mental Health Coalition and the Chronic Public Inebriate Task Force (the "Report"), to help resolve problems associated with emergency room and detention center overcrowding by mentally ill persons and chronic inebriates; and

WHEREAS, the Report determined that a major contributing factor to the overcrowding problem is that the significant number of chronic inebriates and mentally ill persons who are being held in emergency rooms for long periods of time is due to insufficient availability of mental health beds and other alternative detoxification facilities; and

WHEREAS, the Southern Nevada Regional Planning Coalition agreed with the Report's recommendation to create in the community a centrally located drop-off triage center for those mentally ill persons and chronic inebriates who are not in need of emergency room care, which would be funded by state and local governments, with contributions also made by area hospitals; and

WHEREAS, WestCare submitted a proposal to the Southern Nevada Regional Planning Coalition to establish the Community Triage Center and a related transportation system to help relieve overcrowding of local emergency rooms and detention centers by diverting individuals with substance abuse and/or mental health problems to more suitable treatment; and

WHEREAS, the parties to this MOU each hereby agree that a centrally located drop-off triage center for those mentally ill persons and chronic inebriates who are not in need of emergency room care would be a substantial benefit to the inhabitants of the Southern Nevada region, and that the Community Triage Center established by WestCare is willing to provide such a service; and

WHEREAS, the care of mentally ill persons and chronic inebriates is a state responsibility and has become a major public health concern and crisis in Southern Nevada as of the date of this MOU, and there are insufficient funds to address this crisis until the Nevada Legislature convenes in February of 2005, the Local Governments and the hospital parties have committed to providing certain funds to the Community Triage Center according to the terms and conditions of this MOU on an interim emergency basis only, to help address the immediate public health crisis and alleviate some of the overcrowding of the hospital parties' emergency rooms; and

WHEREAS, in accordance with the terms and conditions set forth in this MOU, the parties agree to contribute the amounts designated herein to be used and applied solely as their respective contributions toward the estimated operating budget costs for the Community Triage Center and related transportation system operated by WestCare ("WestCare Budget"), for the period beginning July 1, 2004, and ending June 30, 2005, subject to earlier termination as provided herein ("Term").

NOW, THEREFORE, be it agreed by WestCare, the hospital parties and the Local Governments as follows:

1. DEFINITIONS

The following definitions apply to this Agreement.

A. "Commencement Date" means July 1, 2004, or the date thereafter that this MOU becomes effective by execution by all the parties hereto.

B. "MOU" means this Memorandum of Understanding, consisting of 6 pages, and all exhibits and/or attachments, hereto.

C. "WestCare" means WestCare Nevada, Inc.

2. FUNDING OF THE COMMUNITY TRIAGE CENTER

A. The funds to be provided by the hospital parties under this MOU for their monthly share toward the WestCare Budget (a copy of which is attached to this MOU as **Exhibit A** and incorporated herein by this reference), during the Term shall be as follows:

Boulder City Hospital -- \$244 per month
Desert Springs Hospital -- \$10,016 per month
MountainView Hospital -- \$2,850 per month
St. Rose Dominican Hospital - Rose deLima campus -- \$5,537 per month
St. Rose Dominican Hospital - Siena campus -- \$4,642 per month
Southern Hills Hospital -- \$6,352 per month
Spring Valley Hospital -- \$4,479 per month
Summerlin Hospital -- \$2,606 per month
Sunrise Hospital -- \$23,859 per month
University Medical Center -- \$31,432 per month
Valley Hospital -- \$8,143 per month
North Vista Hospital -- \$8550.15 per month

B. The funds to be provided by the Local Governments under this MOU for their monthly share toward the WestCare Budget shall be as follows:

Clark County -- \$45,363 per month
City of Las Vegas -- \$28,043.50 per month
City of Henderson -- \$2,676.83 per month
City of North Las Vegas -- \$8,532.08 per month
Boulder City -- \$470.25 per month

C. For the Term of this MOU, each of the parties agrees to pay its monthly cost as authorized in paragraphs A and B of this Section 2, except that the allocation (but not the total amount) of the per month costs among the hospital parties may be revised one time during the Term of this MOU based upon an analysis of the first six (6) months use of the Community Triage Center by each hospital party. Such analysis and possible revision of the allocation of the total per month hospital costs one time during the Term of this MOU must be requested in writing by a number of hospitals that contribute in the aggregate at least 75% of the total contributions from the hospital parties, and must be received no later than February 1, 2005 by the Southern Nevada Regional Planning Coalition. Such analysis will be conducted by a representative from the Southern Nevada Regional Planning Coalition and the results will be submitted to all parties no later than March 1, 2005. No revision shall be effective unless approved in writing by all hospital parties. Each of the parties agree to pay its share of the monthly costs as set forth in this MOU (i) simultaneously with the execution of this MOU in a lump sum in an amount equal to the total monthly costs for each of the calendar months occurring after June 30, 2004 and prior to the execution of this MOU, and (ii) for each of the calendar months occurring on or after the execution of this MOU, on or before the 10th day of each calendar month.

D. The funds to be provided by the hospital parties under this MOU shall be contingent upon WestCare receiving the funds to be provided by the Local Governments under this MOU, and WestCare receiving funding for the remaining balance of the WestCare Budget for WestCare's fiscal year ending June 30, 2005, from state, federal and/or other sources in the amount of \$688,302.66 ("Budget Shortfall"). In the event that WestCare fails to secure the Budget Shortfall from sources other than the parties to this MOU by April 1, 2005, then this MOU shall automatically terminate on April 15, 2005, with none of the hospital parties, Local Governments or WestCare having any further obligations or responsibilities hereunder (except as otherwise provided in this MOU), and this MOU shall be cancelled, deemed null and void and of no further effect as of April 15, 2005. If WestCare procures the Budget Shortfall, the hospital parties shall be relieved of their obligations to make their respective contributions set forth in Section 2 of this MOU for the months of May and June 2005. If WestCare procures the Budget Shortfall, it shall provide evidence of such funding to all parties to this MOU by April 15, 2005.

E. Each of the hospital parties and the Local Governments shall make its monthly cost payment directly to WestCare, who shall provide written receipt of such payments to the contributing party.

3. SCOPE OF SERVICES TO BE PROVIDED BY WESTCARE

A. WestCare will operate the Community Triage Center at 930 North 4th Street, Las Vegas, Nevada, to provide inpatient mental health, substance abuse, and detoxification services to adults and youths who are homeless and/or chronic inebriates, and such services as otherwise set forth in this MOU (the "Services"). Any hospital party to this MOU may refer a client to the

Community Triage Center, and WestCare will provide transportation services for such client from said hospital party at no additional cost to such hospital party.

B. In operating this facility, WestCare agrees that at all times during the Term it will:

1. Triage all patients to assess their needs through mental health and substance abuse assessments performed by licensed professionals.

2. Provide all Services on either a residential or outpatient setting based on the needs of the patient.

3. Provide (i) social model and medically supported detoxification services, (ii) adult psychiatric evaluations by board certified psychiatrists and administer a limited supply of psychiatric medications, (iii) case management services to assist patients with follow-up and long term medical, psychiatric and substance abuse treatment.

4. Employ management, staff and volunteers with sufficient technical knowledge, skill and expertise necessary to provide the Services.

5. Be available for consultation regarding patient management and referral of patient services with all hospital parties to this MOU during normal working hours and at such other reasonable times as to not conflict with WestCare's other responsibilities.

6. Submit to the parties to this MOU monthly status reports, which shall be due on the 25th of each month following the month for which the report is prepared, with the first report due October 25, 2004. These reports shall cover the activities of the Community Triage Center, including, but not limited to, (i) the number of persons being brought directly to WestCare via EMS, (ii) the number of persons brought to WestCare who are under the influence of drugs or alcohol in a public or private place, (iii) the number of persons who are referred to WestCare from hospitals (by hospital), (iv) the number of persons who are referred to WestCare from detention centers and/or police drop-offs, (v) the number of persons referred to WestCare from locations other than hospitals, detention centers or police drop-offs, and the source of the referral. In addition, the report will contain the total number of mental health and substance abuse patients seen at the Community Triage Center, including both youths and adults, and the categories of treatment provided. In addition, the report will contain the costs to WestCare of serving these patients on an itemized basis and a comparison of such costs to the WestCare Budget.

7. Maintain complete and accurate financial records pertaining to all matters relative to this MOU in accordance with generally accepted standard accounting principles and procedures, and retain all such records and supporting documentation applicable to this MOU for a period of five (5) years after termination of this MOU. Furthermore, all such records relating to any analysis or audit performed relative to this MOU or the WestCare Budget shall be retained for five (5) years after such analysis or audit has been performed and any findings have been resolved. In the event that WestCare no longer operates in Nevada, it shall be required to deliver a copy of all of its records relating to this MOU to be retained by Clark County for the required period of time. All parties to this MOU, at their own cost, shall be provided reasonable access to such records for purposes related to the MOU.

8. Maintain all federal, state, and local licenses and registrations applicable to WestCare for the services to be performed at the Community Triage Center and assure that all such services are performed in compliance with all applicable laws, rules and regulations.

9. Maintain appropriate automobile, general liability, casualty, professional liability, workers compensation and other insurance in types and amounts customary for the type of services performed under this MOU, (but in no event less than \$1,000,000 per occurrence and \$3,000,000 annual aggregate with respect to each of the general and professional liability insurance policies), from insurance companies licensed in Nevada. WestCare shall provide evidence of such coverage to each party prior to the execution of this MOU.

10. Provide timely transportation to the Community Triage Center upon the request of any hospital party for any patient at no additional cost to the hospital party 24 hours a day, 7 days a week.

4. TERM OF MOU

This MOU shall commence as of the Commencement Date and shall be effective until June 30, 2005 ("Expiration Date"), unless sooner terminated as expressly provided in this MOU.

5. RIGHT TO CONDUCT ANALYSIS AND INSPECT

Clark County shall provide oversight on behalf of the Southern Nevada Regional Planning Coalition for analyzing and inspecting the services of WestCare in the operation of the Community Triage Center and shall provide all reports to the other contributing government entities. However, the hospital parties to this MOU retain the right to review and inspect the Services of WestCare in the operation of the Community Triage Center, including but not limited to inspection of WestCare's books and records as they pertain to this MOU.

6. TERMINATION

A. This MOU may be terminated by WestCare with respect to a particular hospital party in the event of a failure of such hospital party to make its contribution hereunder after giving such hospital party written notice of default and a period of 10 calendar days to cure such default by making its contribution. If a hospital party defaults in its obligations hereunder, and fails to cure such default, the MOU may be terminated as to the defaulting hospital party only. This MOU shall not be terminated in its entirety for a default of one hospital party except by mutual agreement of all remaining hospital parties. If this MOU is terminated as to any hospital party for default of such hospital party, the defaulting hospital party will pay WestCare that portion of the monthly cost due from such hospital party which has been earned as of the effective date of termination, which shall be WestCare's sole and exclusive remedy for such termination.

B. This MOU may be terminated by any hospital party with respect to such hospital party in the event of a failure of WestCare to perform its obligations hereunder after giving WestCare:

1. Not less than 10 calendar days written notice of its failure to meet an obligation hereunder and providing a copy to all other parties; and

2. An opportunity to remedy that failure within 10 calendar days, or if the breach cannot reasonably be cured within that 10 calendar day period, to commence remedying the breach during that period and cure such breach in no more than 30 days.

If WestCare defaults in its obligations to one hospital party hereunder, and fails to cure such default, the MOU may be terminated as to that hospital party only. This MOU shall not be terminated in its entirety for a default by WestCare except by mutual agreement of all remaining hospital parties. If this MOU is terminated by any hospital party for default of WestCare and failure to cure within the time frames set forth above, the terminating hospital party will pay WestCare that portion of the monthly cost due from such hospital party which has been earned as of the effective date of termination, no further payments will be made by the hospital party and the hospital party shall have no further obligations hereunder.

C. This MOU may be terminated by WestCare with respect to all hospitals in the event a number of hospitals that contribute in the aggregate 50% or more of the total contributions from the hospital parties fail to make their contributions in any one month by providing all hospital parties and Local Governments not less than 10 calendar days written notice of such failure to meet an obligation hereunder and an opportunity to remedy that failure within 10 calendar days. In such case, the defaulting hospital parties will pay WestCare that portion of the monthly cost due from such hospital parties which has been earned as of the effective date of termination, which shall be WestCare's sole and exclusive remedy for such termination.

D. No party shall be considered in default in the performance of its obligations hereunder to the extent that performance of such obligations is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party. Delays arising from the actions or inactions of one or more of WestCare's principals, officers, employees, agents, subcontractors, vendors or suppliers are expressly recognized to be within WestCare's control.

E. No party nor any of its respective principals, officers, employees or agents shall have any liability to any other party for termination of this MOU under this Section 6 and termination of this MOU shall be each party's sole and exclusive remedy under this MOU, other than any rights of contribution one party may have against another under Nevada law or WestCare's right to any unpaid monthly costs from the hospital parties to the extent set forth in Sections 6(A), 6(B) and 6(C).

7. MODIFICATION/AMENDMENT

Except as otherwise provided in section 2, paragraph C, this MOU shall not be modified or amended except by the express written agreement of WestCare, the hospital parties and the Local Governments, signed by a duly authorized representative of each party. Any other attempt to modify or amend this MOU shall be null and void and may not be relied upon by any party.

8. EACH PARTY TO BEAR RESPONSIBILITY FOR OWN ACTIONS

Each party to this MOU shall be responsible for the acts and omissions of that party, its officers, directors, employees, contractors and agents.

9. OTHER PARTY INTEREST

This MOU is entered into for the exclusive benefits of the parties hereto and is not intended to benefit any individual or entity not expressly named a party herein.

10. INDEPENDENT ENTITIES

WestCare, the hospital parties and the Local Governments are all independent entities and nothing contained in this MOU shall be construed or be deemed to create a relationship of employer and employee or principal and agent or any relationship other than that of independent parties among them, contracting with each other solely for the purpose of carrying out the provisions of this MOU on a several basis. Each of hospital parties and Local Governments enter into this MOU severally only, and shall not be obligated under this MOU jointly, jointly and severally or other than as separate and independent parties.

11. ENTIRE MOU

This executed MOU contains the entire agreement among the parties hereto relating to rights granted and obligations assumed by the parties herein. Any prior agreement, contract, promises, negotiations, or representation, either oral or written, relating to the subject matter for this MOU not expressly set forth in this MOU is superceded by this MOU and of no further force or effect.

12. EXECUTION IN COUNTERPARTS

This MOU may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute an agreement. To facilitate the execution of this MOU, the parties may execute and exchange by facsimile counterparts of the signature pages.

IN WITNESS WHEREOF, WestCare, the Local Governments and the hospital parties hereto have caused this MOU to be executed by their duly authorized representatives.

WESTCARE NEVADA, INC.

BOULDER CITY HOSPITAL

BY: _____
ITS: _____
Date: _____

BY: _____
ITS: _____
Date: _____

DESERT SPRINGS HOSPITAL

SUNRISE MOUNTAINVIEW HOSPITAL,
INC.

BY: _____
ITS: _____
Date: _____

BY: _____
ITS: _____
Date: _____

NORTH VISTA HOSPITAL

BY: _____
ITS: _____
Date: _____

CATHOLIC HEALTHCARE WEST dba
ST. ROSE DOMINICAN HOSPITALS

BY: _____
ITS: _____
Date: _____

SPRING VALLEY HOSPITAL

BY: _____
ITS: _____
Date: _____

SUNRISE HOSPITAL AND MEDICAL
CENTER, LLC

BY: _____
ITS: _____
Date: _____

VALLEY HOSPITAL

BY: _____
ITS: _____
Date: _____

THE LOCAL GOVERNMENTS:

CLARK COUNTY

BY: _____
ITS: _____
Date: _____

SOUTHERN HILLS MEDICAL CENTER,
LLC

BY: _____
ITS: _____
Date: _____

SUMMERLIN HOSPITAL

BY: _____
ITS: _____
Date: _____

UNIVERSITY MEDICAL CENTER

BY: _____
ITS: _____
Date: _____

CITY OF LAS VEGAS

BY: _____
ITS: _____
Date: _____

APPROVED AS TO FORM:

Thomas R. Green 9/21/04
Date

CITY OF HENDERSON.

BY: _____
ITS: _____
Date: _____
Approved as to form: _____

CITY OF NORTH LAS VEGAS

BY: _____
ITS: _____
Date: _____
Approved as to form: _____

BOULDER CITY

BY: _____
ITS: _____
Date: _____
Approved as to form: _____

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 6, 2004

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD GOECKE

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

ABEYANCE ITEM - Approval of the installation of Speed Humps on Spencer Street between St. Louis Avenue and Oakey Boulevard (\$7,800 - Neighborhood Traffic Management Program) - Ward 3 (Reese)

Fiscal Impact:

☐	No Impact	Amount:	\$7,800.00
☒	Budget Funds Available	Dept./Division:	Public Works/Traffic Eng.
☐	Augmentation Required	Funding Source:	Neighborhood Traffic Management Program

PURPOSE/BACKGROUND:

Councilman Reese has requested the installation of speed humps on Spencer Street between St. Louis Avenue and Oakey Boulevard. Studies conducted on this roadway showed that the 85th percentile speed was 38 mph and the volume of traffic was 471 vehicles per day. Spencer Street accumulated 21 points; a total of 40 points is necessary to meet the speed hump criteria. Spencer Street is not an emergency response route.

RECOMMENDATION:

Staff: Denial

BACKUP DOCUMENTATION:

Map

MOTION:

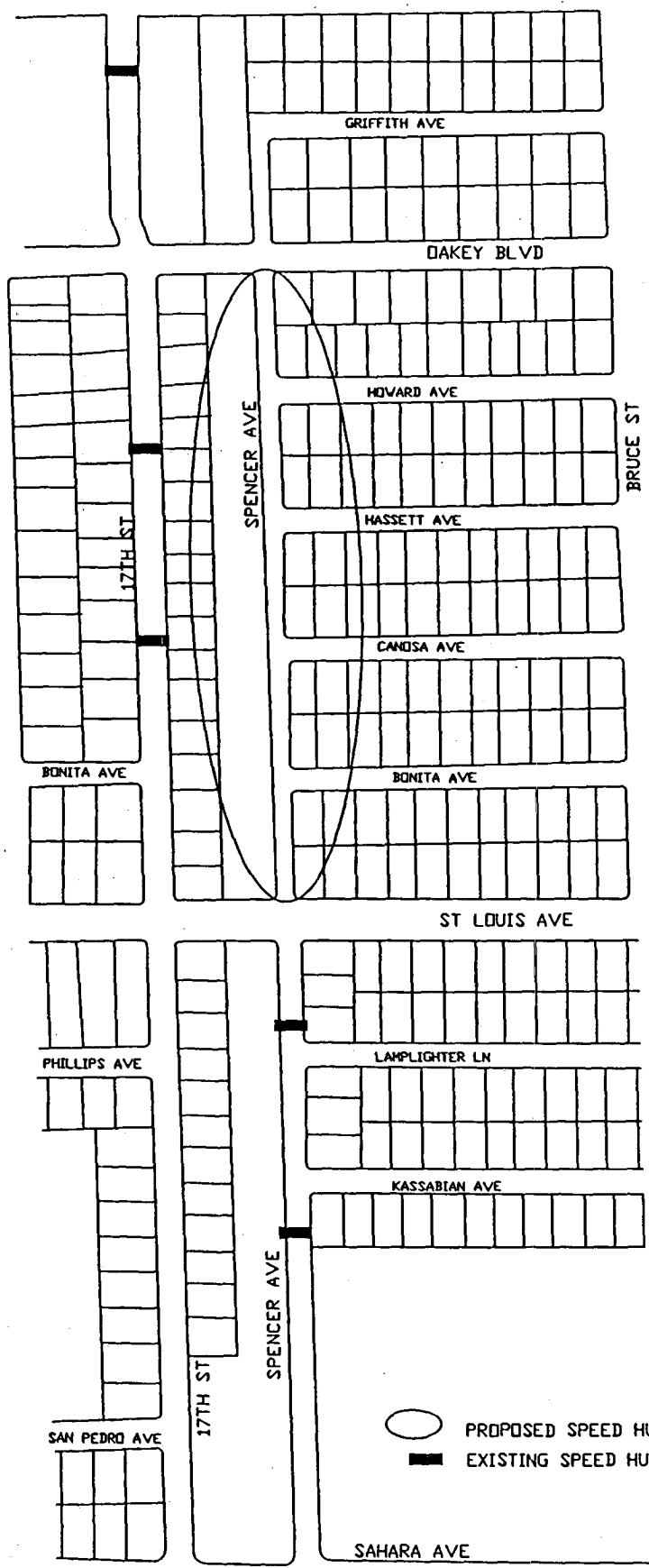
REESE - Motion to bring forward and STRIKE Item 26 and Hold in ABEYANCE Items 45 and 47 to 10/20/2004 and Item 50 to 11/3/2004 - UNANIMOUS

MINUTES:

There was no discussion.

(9:26 - 9:28)

1-632



○ PROPOSED SPEED HUMP AREA
■ EXISTING SPEED HUMPS

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 6, 2004

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD GOECKE

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of Supplemental Interlocal Contract 397a - Anasazi/Summerlin Interchange and Overpass, Crestdale Lane to Beltway between the City of Las Vegas and the Regional Transportation Commission (RTC) to increase total project funding and extend the date of completion (\$8,510,000 - Regional Transportation Commission) - Wards 2 and 4 (Wolfson and Brown)

Fiscal Impact:

☐	No Impact	Amount:	\$8,510,000.00
☒	Budget Funds Available	Dept./Division:	Public Works/City Engineer
☐	Augmentation Required	Funding Source:	RTC

PURPOSE/BACKGROUND:

Supplemental Interlocal Contract 397a will increase funding for Anasazi/Summerlin Interchange and Overpass, Crestdale Lane to Beltway. Additional funding is required for additional engineering costs and for construction. The Clark County Regional Transportation Commission approved this contract at their September 9, 2004 Board Meeting. Total cost of this project shall not exceed \$9,020,000.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Supplemental Interlocal Contract 397a

MOTION:

REESE - APPROVED Items 3-25 and 27-43 - **UNANIMOUS** with **GOODMAN** abstaining on Item 31 because he is a personal friend of the Katz Family and **MACK** abstaining on Items 35 and 36 to avoid any conflict due to his purchasing agreement with Spinnaker Homes

Item 26: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:28 - 9:30)

1-695

SUPPLEMENTAL INTERLOCAL CONTRACT

ANASAZI/SUMMERLIN INTERCHANGE AND OVERPASS

CRESTDALE LANE TO BELTWAY

THIS SUPPLEMENTAL INTERLOCAL CONTRACT, made and entered into this 6 day of October, 2004 by and between the CITY OF LAS VEGAS, a municipal corporation, hereinafter referred to as the "CITY" and the Regional Transportation Commission of Southern Nevada hereinafter referred to as "RTC".

WITNESSETH

WHEREAS, the parties have executed an Interlocal Contract dated March 14, 2002 for the design and construction of Anasazi/Summerlin Interchange and Overpass, Crestdale Lane to Beltway; and

WHEREAS, the CITY wishes to increase total project costs, encumber additional funding for engineering and construction, and extend the date of completion.

NOW, THEREFORE, in consideration of the covenants, conditions, agreements, and promises of the parties hereto, the RTC authorizes the CITY to proceed with the PROJECT as it is mutually understood and agrees as follows.

SECTION II – Project Costs has been revised as follows

SECTION II – PROJECT COSTS

The RTC agrees to provide funding for project costs according to Section 6.1 REIMBURSEMENT COSTS of the Policies and Procedures Manual of the RTC within the limits specified below:

The total cost for engineering design, contract administration, surveying, inspection, testing, right-of-way engineering, right-of-way negotiations and acquisition, utility relocation and construction shall not exceed \$9,020,000 which includes all of the above.

The CITY has previously been granted "Authorization to Proceed" for engineering design at a cost not to exceed \$500,000 and for right-of-way drawings, descriptions and obtaining appraisals in an amount not to exceed \$10,000 at the time written Authorization to Proceed is received from the RTC.

The CITY will be granted an additional "Authorization to Proceed" for engineering design at a cost not to exceed \$500,000 and construction at a cost not to exceed \$8,010,000 at the time written "Authorization to Proceed" is received from the RTC. The "Authorization to Proceed" shall state a specific amount within the total estimated cost of the project and, upon approval by the RTC, only that amount shall be encumbered and allocated. No funds shall be considered encumbered or allocated and no reimbursement shall be made for any portion of the Project until an "Authorization to Proceed" has been approved by the RTC. The "Authorization to Proceed" shall state a specific amount within the total estimated cost of the Project and, upon approval by the RTC, only that amount shall be encumbered and allocated.

SECTION III – GENERAL shall be revised to read as follows:

SECTION III – GENERAL

7. The project must be completed to the satisfaction of the RTC prior to March 14, 2006.

The RTC may at any time thereafter grant time extensions or terminate this Contract and require all sums advanced to the CITY be reimbursed.

All other terms of the interlocal Contract dated March 14, 2002 shall remain unchanged.

IN WITNESS WHEREOF, this SUPPLEMENTAL INTERLOCAL CONTRACT is
effective as of the date first set forth above.

APPROVED AS TO LEGALITY AND FORM:


ZEY KAPLAN, GENERAL COUNSEL

DATE OF COUNCIL ACTION:

CITY OF LAS VEGAS

10-6-04
ATTEST:

By: 
OSCAR B. GOODMAN, MAYOR

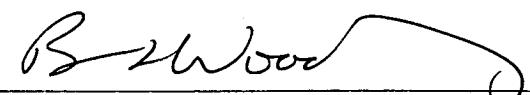

BARBARA JO RONEMUS, CITY CLERK

APPROVED AS TO FORM:
 9/20/04
Date

DATE OF COMMISSION ACTION:

REGIONAL TRANSPORTATION COMMISSION

9.9.04
ATTEST

By: 
BRUCE L. WOODBURY, CHAIRMAN


TONI MICHENER
EXECUTIVE ASSISTANT

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 6, 2004

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD GOECKE

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of Interlocal Contract 484 - Lamb Boulevard/Charleston Boulevard Traffic Improvements between the City of Las Vegas and the Regional Transportation Commission (RTC) for engineering and right-of-way (\$330,000 - Regional Transportation Commission) - Ward 3 (Reese)

Fiscal Impact:

☐ No Impact	Amount:	\$330,000.00
☒ Budget Funds Available	Dept./Division:	Public Works/City Engineer
☐ Augmentation Required	Funding Source:	RTC

PURPOSE/BACKGROUND:

Interlocal Contract 484 will encumber funding for Lamb Boulevard/Charleston Boulevard Traffic Improvements. The proposed traffic improvements to this intersection will significantly improve the traffic flow and reduce travel time delays. The Clark County Regional Transportation Commission approved this contract at their September 9, 2004 Board Meeting. Total cost of this project shall not exceed \$3,230,000.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Interlocal Contract 484

MOTION:

REESE - APPROVED Items 3-25 and 27-43 - **UNANIMOUS** with **GOODMAN** abstaining on Item 31 because he is a personal friend of the Katz Family and **MACK** abstaining on Items 35 and 36 to avoid any conflict due to his purchasing agreement with Spinnaker Homes

Item 26: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:28 - 9:30)

1-695

INTERLOCAL CONTRACT**LAMB BOULEVARD / CHARLESTON BOULEVARD TRAFFIC IMPROVEMENTS**

THIS INTERLOCAL CONTRACT, made and entered into this 3rd day of November, 2004 by and between the CITY OF LAS VEGAS, a municipal corporation, hereinafter referred to as the "CITY", COUNTY OF CLARK, a political subdivision of the State of Nevada hereinafter referred to as "COUNTY" and the Regional Transportation Commission of Southern Nevada, hereinafter referred to as the "RTC".

WITNESSETH

WHEREAS, pursuant to Chapter 373 of the Nevada Revised Statutes, a Project to design, purchase right-of-way, perform construction inspection and construct roadway improvements for Lamb Boulevard/Charleston Boulevard traffic capacity enhancements located partially within the CITY and partially within the County, has been approved by the Regional Transportation Commission.

NOW, THEREFORE, in consideration of the covenants, conditions, agreements, and promises of the parties hereto, the RTC authorizes the CITY to proceed with the PROJECT as it is mutually understood and agrees as follows.

SECTION I - SCOPE OF PROJECT

This Interlocal Contract applies to traffic improvements for the intersection of Lamb Boulevard at Charleston Boulevard and pre-design for traffic capacity improvements along the Lamb Boulevard corridor between Charleston Boulevard and Owens Avenue.

SECTION II - PROJECT COSTS

The RTC agrees to provide funding for project costs according to Section 6.1 REIMBURSEMENT COSTS of the Policies and Procedures Manual of the RTC within the limits specified below:

1. The total cost for engineering design, contract administration, surveying, inspection, testing, right-of-way engineering, right-of-way negotiations and acquisition, utility relocation and construction shall not exceed \$3,230,000 which includes all of the above items.
2. "Authorization to Proceed" for engineering design at a cost not to exceed \$300,000 which would include the right-of-way drawings, descriptions and obtaining appraisals in an amount not to exceed \$30,000 at the time written Authorization to Proceed is received from the RTC.
3. A separate request for an "Authorization to Proceed" will be required for right-of-way acquisition, construction and construction engineering.
4. A written request must be made to the RTC and an additional supplemental interlocal contract approved to allow exceptions to the adopted policies and procedures of the RTC or the amount noted above prior to payment of any additional funds.

SECTION III - GENERAL

1. The title sheet of both the plans and specifications shall show the RTC as the funding agency.

2. Preliminary engineering, design and right-of-way engineering shall be performed by the CITY or by a consultant employed by the CITY.
3. The design, construction, right-of-way acquisition and contract administration of the Project shall comply with the requirements as set forth in the current "Policies and Procedures" of the RTC.
4. Construction costs may be paid directly to the contractor based on estimates prepared by the CITY.
5. The CITY's Department of Public Works has a policy which effectively prohibits utility cuts through the pavement for a period of five years after completion of a project.
6. Upon completion of the construction of the Project it shall be maintained by the responsible entity and no funding is provided by this Interlocal Contract for such maintenance.
7. The project must be completed to the satisfaction of the RTC prior to December 30, 2007. The RTC may at any time thereafter grant time extensions or terminate this Contract and require all sums advanced to the CITY be reimbursed.
8. It is understood and agreed that the purpose of this Interlocal Contract is to fund the Project as hereinabove set forth. It is further understood and agreed that the CITY is responsible for the design and construction of the Project and will hold the other parties to this Interlocal Contract and the RTC harmless for any liability therefore except the funding provided by this Interlocal Contract.

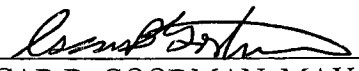
APPROVED AS TO LEGALITY AND FORM:

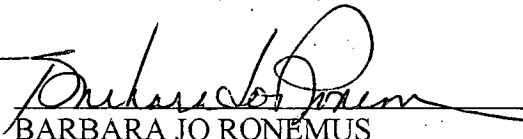

ZEV KAPLAN, GENERAL COUNSEL

DATE OF COUNCIL ACTION:

CITY OF LAS VEGAS

10-6-04
ATTEST:

By: 
OSCAR B. GOODMAN, MAYOR


BARBARA JO RONEMUS
CITY CLERK

APPROVED AS TO FORM:

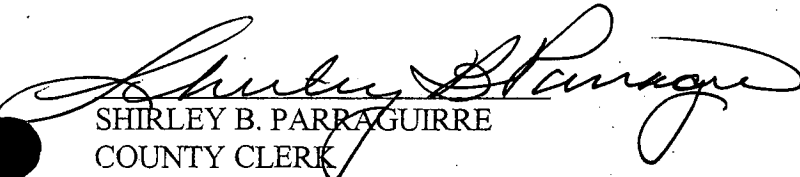
 9/20/04
Date

DATE OF COMMISSION ACTION:

COUNTY OF CLARK

11-3-04
ATTEST:

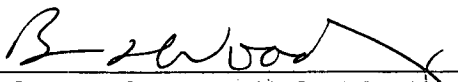
By: 
CHIP MAXFIELD, CHAIRMAN

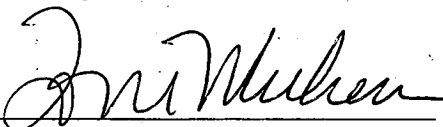

SHIRLEY B. PARRAGUIRRE
COUNTY CLERK

DATE OF COMMISSION ACTION:

REGIONAL TRANSPORTATION COMMISSION
OF SOUTHERN NEVADA

9.9.04
ATTEST

By: 
BRUCE L. WOODBURY, CHAIRMAN


TONI MICHENER
EXECUTIVE ASSISTANT

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 6, 2004

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD GOECKE

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of Second Supplemental Interlocal Contract 387b - Tenaya Way - Beltway to Elkhorn Road between the City of Las Vegas and the Regional Transportation Commission (RTC) to increase total project funding and extend the date of completion (\$2,815,000 - Regional Transportation Commission) - Ward 6 (Mack)

Fiscal Impact:

☐	No Impact	Amount:	\$2,815,000.00
☒	Budget Funds Available	Dept./Division:	Public Works/City Engineer
☐	Augmentation Required	Funding Source:	RTC

PURPOSE/BACKGROUND:

Second Supplemental Interlocal Contract 387b will increase funding for Tenaya Way - Beltway to Elkhorn Road. Additional funding is necessary due to an increase in estimated construction costs. The Clark County Regional Transportation Commission approved this contract at their September 9, 2004 Board Meeting. Total cost of this project shall not exceed \$3,685,000.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Second Supplemental Interlocal Contract 387b

MOTION:

REESE - APPROVED Items 3-25 and 27-43 - UNANIMOUS with GOODMAN abstaining on Item 31 because he is a personal friend of the Katz Family and MACK abstaining on Items 35 and 36 to avoid any conflict due to his purchasing agreement with Spinnaker Homes

Item 26: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:28 - 9:30)

1-695

SECOND SUPPLEMENTAL INTERLOCAL CONTRACT**TENAYA WAY, BELTWAY TO ELKHORN ROAD**

THIS SECOND SUPPLEMENTAL INTERLOCAL CONTRACT, made and entered into this 3rd day of November, 2004 by and between the CITY OF LAS VEGAS, a municipal corporation, hereinafter referred to as the "CITY", CLARK COUNTY, a political subdivision of the State of Nevada, hereinafter referred to as "COUNTY", and the Regional Transportation Commission of Southern Nevada hereinafter referred to as "RTC".

WITNESSETH

WHEREAS, pursuant to Chapter 373 of the Nevada Revised Statutes, a Project to design, purchase right-of-way, perform construction inspection and construct roadway improvements for Tenaya Way, Beltway to Elkhorn Road located partially within the CITY and partially within the COUNTY, has been approved by the Regional Transportation Commission.

WHEREAS, the parties have executed an Interlocal Contract dated October 11, 2001, and a Supplemental Interlocal Contract dated September 17, 2003 for the design and construction of Tenaya Way, Beltway to Elkhorn Road; and

WHEREAS, the CITY desires to increase total project funding and receive a Revised Authorization to Proceed.

NOW, THEREFORE, in consideration of the covenants, conditions, agreements, and promises of the parties hereto, the RTC authorizes the CITY to proceed with the PROJECT as it is mutually understood and agrees as follows.

SECTION II- PROJECT COSTS shall be revised to read as follows:

SECTION II – PROJECT COSTS

The RTC agrees to provide funding for project costs according to Section 6.1 REIMBURSEMENT COSTS of the Policies and Procedures Manual of the RTC within the limits specified below:

The total cost for engineering design, contract administration, surveying, inspection, testing, right-of-way engineering, right-of-way negotiations and acquisition, utility relocation and construction shall not exceed \$3,685,000 which includes all of the above items.

The CITY was previously granted an "Authorization to Proceed" for engineering design at a cost of \$400,000, right-of-way drawings, descriptions, title reports of the right-of-way required and appraisals at a cost not to exceed \$50,000 and right-of-way acquisition at a cost not to exceed \$420,000.

The CITY will be granted an additional "Authorization to Proceed" to increase engineering design by \$250,000, right-of-way acquisition will be reduced by -\$250,000 and construction will be granted in the amount of \$2,815,000 at the time written "Authorization to Proceed" is received from the RTC. The "Authorization to Proceed" shall state a specific amount within the total estimated cost of the Project and, upon approval by the RTC, only that amount shall be encumbered and allocated. No funds shall be considered encumbered or allocated and no reimbursement shall be made for any portion of the Project until an "Authorization to Proceed" has been approved by the RTC. The "Authorization to Proceed" shall state a specific amount within

the total estimated cost of the Project and, upon approval by the RTC, only that amount shall be encumbered and allocated.

SECTION III- GENERAL shall be revised to read as follows:

SECTION III – GENERAL

7. The project must be completed to the satisfaction of the RTC prior to October 11, 2006. The RTC may at any time thereafter grant time extensions or terminate this Contract and require all sums advanced to the CITY be reimbursed.

All other terms of the Interlocal Contract dated October 11, 2001 and the Supplemental Interlocal Contract dated September 17, 2004 shall remain unchanged.

....

....

....

....

....

....

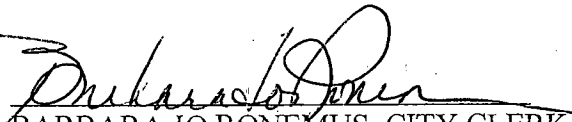
IN WITNESS WHEREOF, this Second Supplemental Interlocal Contract is effective as of
the date first set forth above.

APPROVED AS TO LEGALITY AND FORM:


ZEY KAPLAN, GENERAL COUNSEL

DATE OF COUNCIL ACTION:

10-6-04
ATTEST:


BARBARA JO RONEMUS, CITY CLERK

CITY OF LAS VEGAS

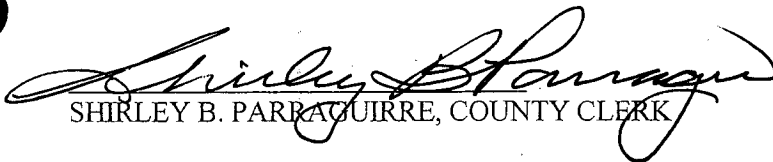
By: 
OSCAR B. GOODMAN, MAYOR

APPROVED AS TO FORM:

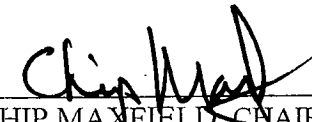
 9/20/04
Date

DATE OF COMMISSION ACTION:

11-3-04
ATTEST:


SHIRLEY B. PARRAGUIRRE, COUNTY CLERK

COUNTY OF CLARK

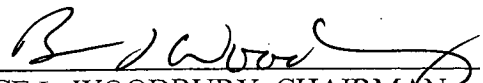
By: 
CHIP MAXFIELD, CHAIRMAN

DATE OF COMMISSION ACTION:

9.9.04
ATTEST


TONI MICHENER
EXECUTIVE ASSISTANT

REGIONAL TRANSPORTATION COMMISSION
OF SOUTHERN NEVADA

By: 
BRUCE L. WOODBURY, CHAIRMAN

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 6, 2004

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD GOECKE

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval to file a Right-of-Way Grant with the Bureau of Land Management for sewer purposes on portions of land lying within the Northeast Quarter of Section 30, Township 19 South, Range 60 East, Mount Diablo Meridian, generally located on the west side of the Fort Apache Road alignment, between the Tropical Parkway and the Bright Angel Way alignments, APN 125-30-601-014 - County (near Ward 6 - Mack)

Fiscal Impact:

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division:

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

None

MOTION:

REESE - APPROVED Items 3-25 and 27-43 - **UNANIMOUS** with **GOODMAN** abstaining on Item 31 because he is a personal friend of the Katz Family and **MACK** abstaining on Items 35 and 36 to avoid any conflict due to his purchasing agreement with Spinnaker Homes

Item 26: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:28 - 9:30)

1-695

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 6, 2004

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD GOECKE

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of an Encroachment Request from M & B Katz Family Trust, owner (northeast corner of Third Street and Bridger Avenue) - Ward 1 (Moncrief).

Fiscal Impact:

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

PURPOSE/BACKGROUND:

Three tree wells on the east side of Third Street and four tree wells on the north side of Bridger Avenue each consisting of a tree, grate and irrigation system for the proposed Downtown Coffee Company. If approved, the applicant will be required to sign an Encroachment Agreement which has conditions of maintenance, liability and removal.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Copy of Encroachment Exhibit "A" (northeast corner of Third Street and Bridger Avenue)

MOTION:

REESE - APPROVED Items 3-25 and 27-43 - **UNANIMOUS** with **GOODMAN** abstaining on Item 31 because he is a personal friend of the Katz Family and **MACK** abstaining on Items 35 and 36 to avoid any conflict due to his purchasing agreement with Spinnaker Homes

Item 26: **STRICKEN** under separate action (see individual item)

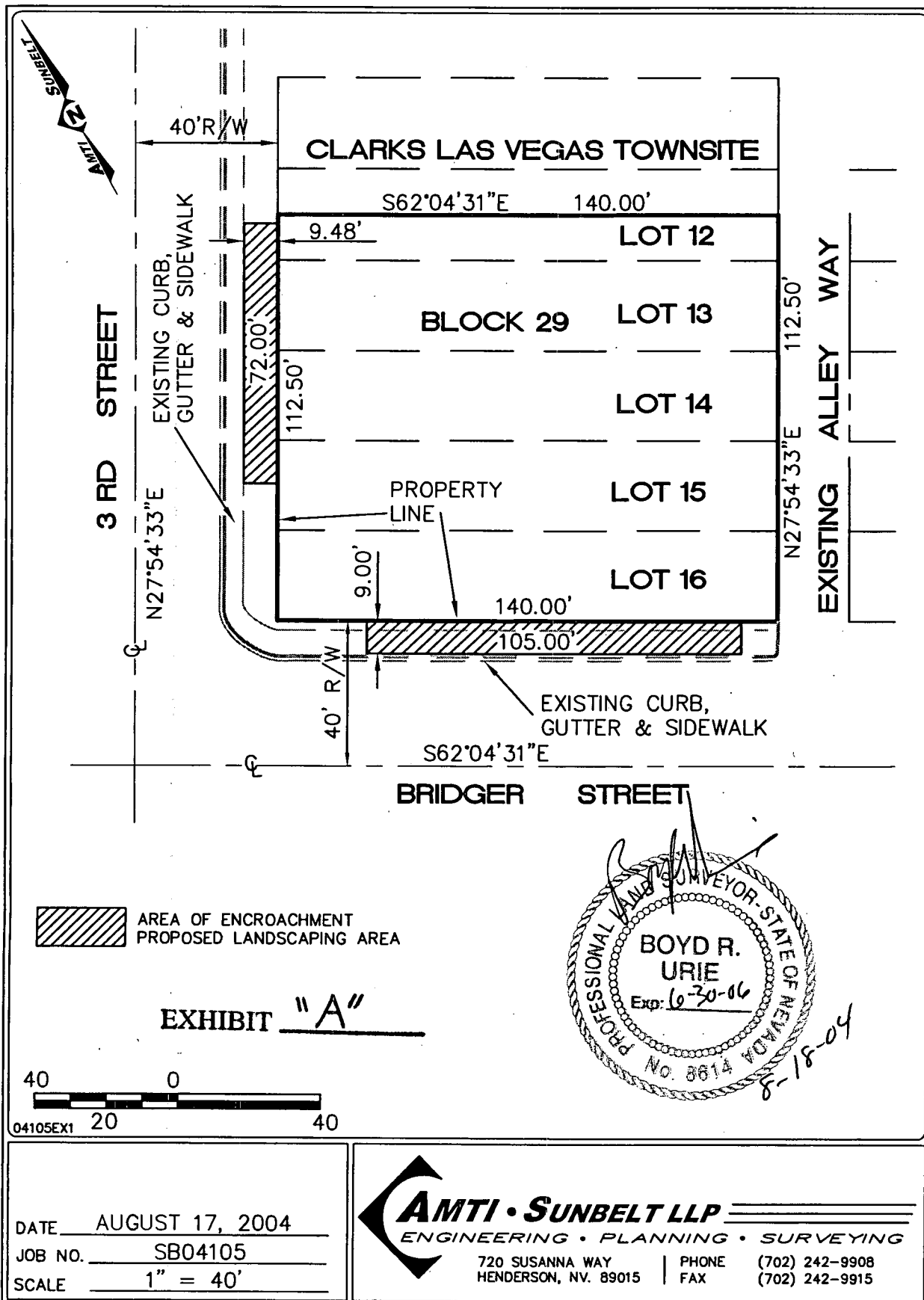
NOTE: Under Item 1, **MAYOR GOODMAN** disclosed that he would be abstaining on Item 31 because he is a personal friend of the Katz Family.

MINUTES:

There was no discussion.

(9:28 - 9:30)

1-695



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 6, 2004

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD GOECKE

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of an Encroachment Request from Tetra Tech, Incorporated, on behalf of MTC 118, Incorporated, owner (northwest corner of Durango Drive and Dorrell Lane) - Ward 6 (Mack)

Fiscal Impact:

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

PURPOSE/BACKGROUND:

An approximate 5 foot wide area of landscaping on the west side of Durango Drive extending northward from Dorrell Lane for approximately 565 feet and an approximate 7 foot wide area of landscaping on the north side of Dorrell Lane extending westward from Durango Drive for approximately 220 feet consisting of landscaping to meet Town Center landscaping requirements for the proposed Durango/Dorrell Offsite Improvements project. If approved, the applicant will be required to sign an Encroachment Agreement which has conditions of maintenance, liability and removal.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Copy of Encroachment Exhibit "A" (northwest corner of Durango Drive and Dorrell Lane)

MOTION:

REESE - APPROVED Items 3-25 and 27-43 - UNANIMOUS with GOODMAN abstaining on Item 31 because he is a personal friend of the Katz Family and MACK abstaining on Items 35 and 36 to avoid any conflict due to his purchasing agreement with Spinnaker Homes

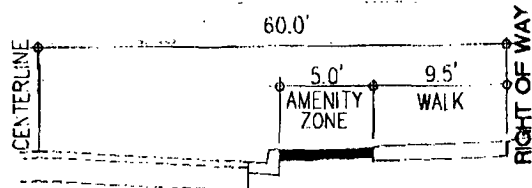
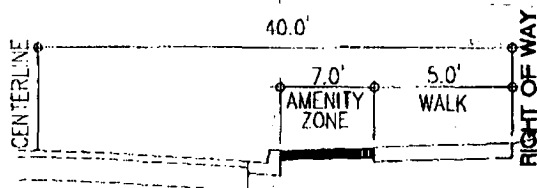
Item 26: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

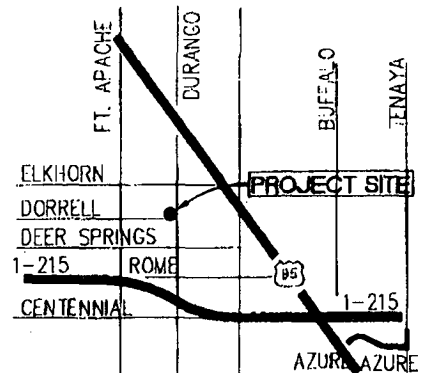
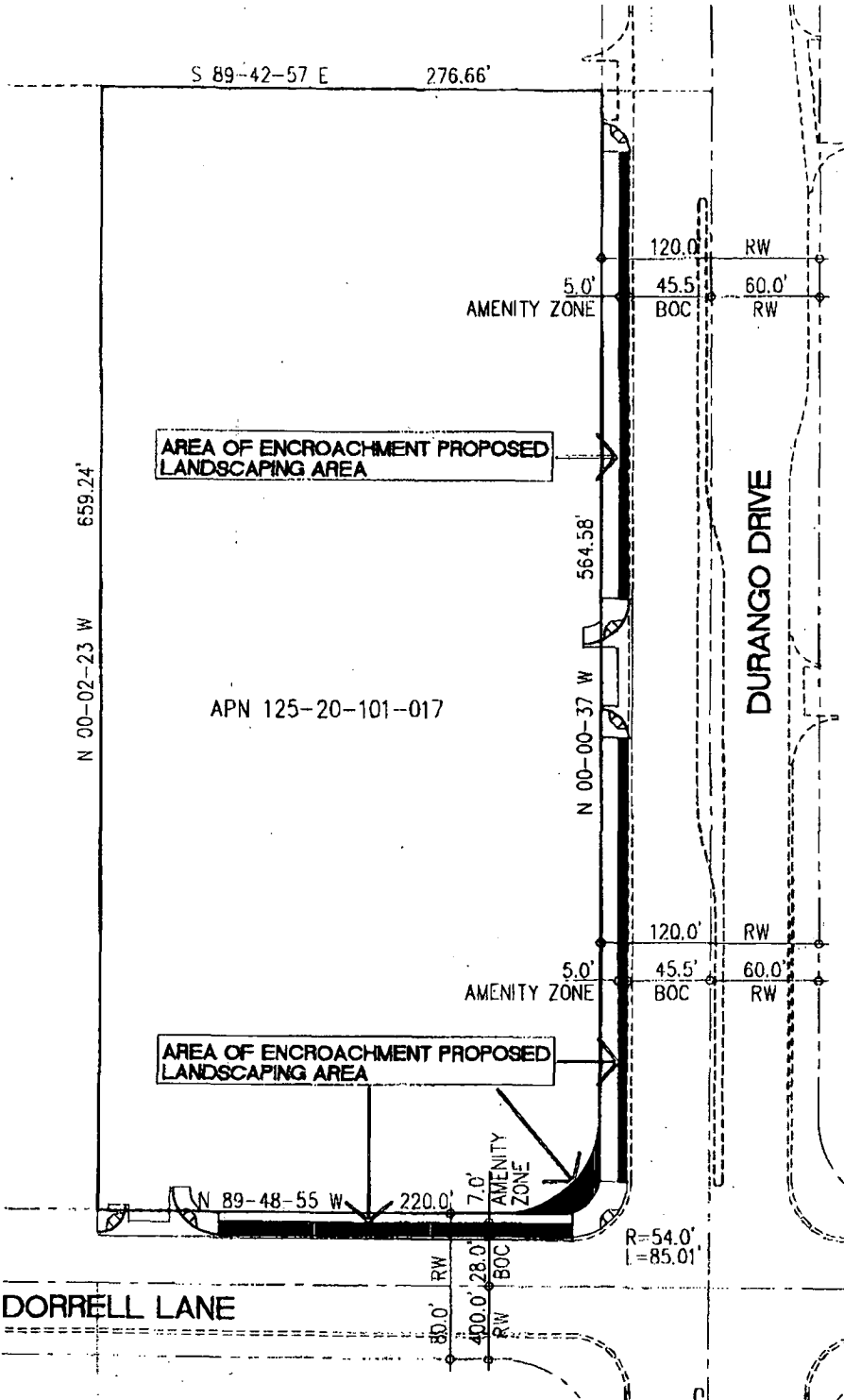
(9:28 - 9:30)

1-695



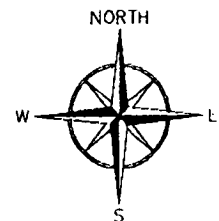
DORRELL LANE SECTION N.T.S.

DURANGO DRIVE SECTION N.T.S.



VICINITY MAP N.T.S.

EXHIBIT "A"



SCALE: 1"=100'

EXHIBIT DRAWING

LANDSCAPING AREA ENCROACHMENT

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 6, 2004

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD GOECKE

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of a Sewer Connection and Interlocal Contract with Clark County Water Reclamation District - Triton Engineering on behalf of Plaster Development Company, Inc., owners (northeast corner of Rainbow Boulevard and Whispering Sands Drive, APN 125-14-104-004 and 125-14-104-005) - County (near Ward 6 - Mack)

Fiscal Impact:

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

PURPOSE/BACKGROUND:

This request is to connect 16 single family dwellings located at the northeast corner of Rainbow Boulevard and Whispering Sands Drive. The owners propose to connect to an existing 8-inch sewer line located in Whispering Sands Drive. The Planning Department has determined the project does conform to the City's General Plan for the area; there is sufficient capacity in the City Sanitary Sewer. The applicants have signed a "Sewer Connection Agreement". This property is within the Clark County Interlocal Annexation Exceptions area and cannot be annexed to the City.

RECOMMENDATION:

Public Works recommends approval subject to conformance with all City codes and departmental standards and off-site improvements.

BACKUP DOCUMENTATION:

1. Agenda Memo
2. Interlocal Contract

MOTION:

REESE - APPROVED Items 3-25 and 27-43 - UNANIMOUS with GOODMAN abstaining on Item 31 because he is a personal friend of the Katz Family and MACK abstaining on Items 35 and 36 to avoid any conflict due to his purchasing agreement with Spinnaker Homes

Item 26: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:28 - 9:30)

1-695

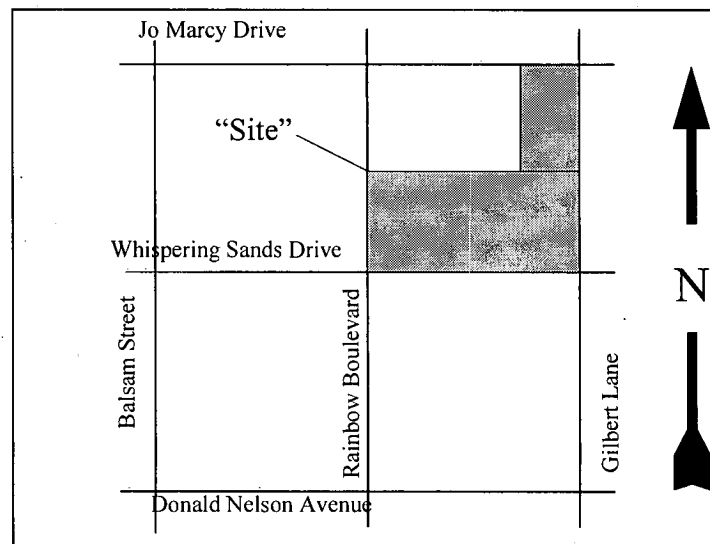
AGENDA MEMO

CITY COUNCIL MEETING DATE: OCTOBER 6, 2004

DEPARTMENT: PUBLIC WORKS

ITEM DESCRIPTION: APPROVAL OF A SEWER CONNECTION AND INTERLOCAL CONTRACT WITH CLARK COUNTY WATER RECLAMATION DISTRICT – TRITON ENGINEERING ON BEHALF OF PLASTER DEVELOPMENT COMPANY, INC.; OWNERS (NORTHEAST CORNER OF RAINBOW BOULEVARD AND WHISPERING SANDS DRIVE, APN 125-14-104-004 AND 125-14-104-005)

VICINITY MAP



INTERLOCAL CONTRACT

THIS CONTRACT is entered into as of the 20th day of July, 2004, by and between the CLARK COUNTY WATER RECLAMATION DISTRICT ("DISTRICT") and the CITY OF LAS VEGAS ("CITY"), both political subdivisions of the State of Nevada, located within Clark County, Nevada.

WITNESSETH:

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

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

WHEREAS, DISTRICT sewer lines are not accessible to provide service to the area as shown in Exhibit "A," owned by Plaster Development (approximately 10.60 acres -- vacant land; Parcel No. 125-14-104-004 and 005 which is within the boundaries of the DISTRICT and beyond the corporate limits of the CITY but which is more accessible to sewer service by the CITY; and

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

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

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

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

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

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

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

/////

/////

/////

/////

/////

/////

/////

/////

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

WITNESS OUR HANDS the day and year first above written.

CLARK COUNTY WATER RECLAMATION DISTRICT

By 
PETER M. ARCHULETA, General Manager

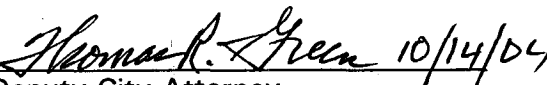
CITY OF LAS VEGAS

By 
OSCAR B. GOODMAN, Mayor

ATTEST:

By 
BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:

By  10/14/04
Deputy City Attorney

RAINBOW WHISPERING SANDS PARCEL
PARCEL NO. 125-14-104-004 & 005
TOTAL PARCEL ACREAGE= 10.60 ACRES
NEAREST DISTRICT SEWER IN
EXCESS OF 11.3 MILES FROM SITE.

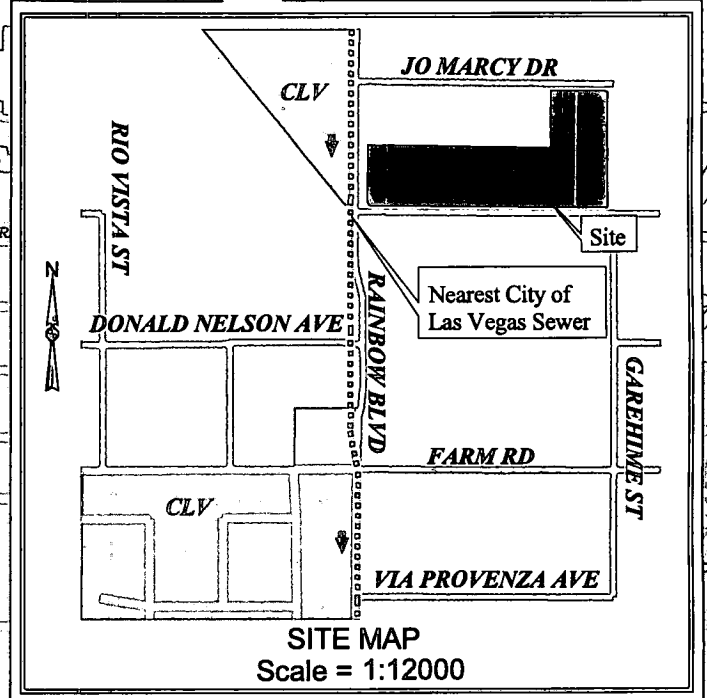
Nearest CLV Sewer

**CITY OF
NORTH
LAS VEGAS**

**UNINCORPORATED
COUNTY**

**CITY
OF
LAS VEGAS**

Nearest CCWRD Sewer



Scale = 1:96000

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 6, 2004

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD GOECKE

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of an Encroachment Request from Warmington Cambria Association Limited Partnership, owner (southwest corner of Hualapai Way and Alexander Road) - Ward 4 (Brown)

Fiscal Impact:

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

PURPOSE/BACKGROUND:

An approximate 38.7 foot wide area of landscaping at the southwest corner of Hualapai Way and Alexander Road consisting of trees, shrubs, ground cover and an irrigation system for the proposed Cambria Condominiums. If approved, the applicant will be required to sign an Encroachment Agreement which has conditions of maintenance, liability and removal.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Copy of Encroachment Exhibit "A" (southwest corner of Hualapai Way and Alexander Road)

MOTION:

REESE - APPROVED Items 3-25 and 27-43 - UNANIMOUS with GOODMAN abstaining on Item 31 because he is a personal friend of the Katz Family and MACK abstaining on Items 35 and 36 to avoid any conflict due to his purchasing agreement with Spinnaker Homes

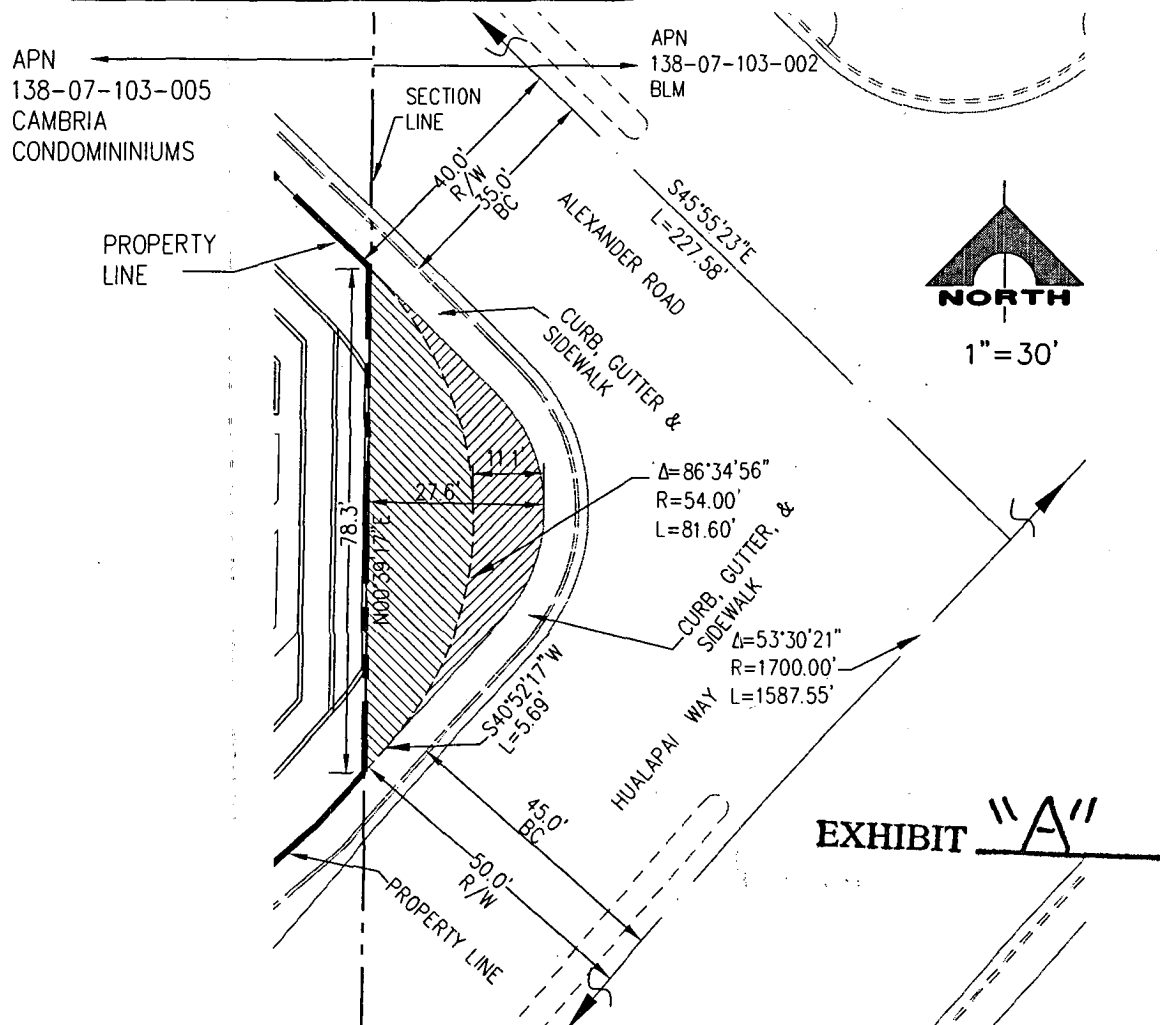
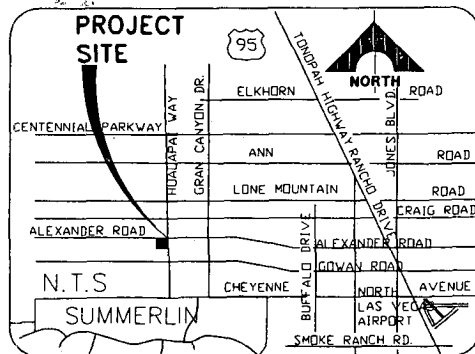
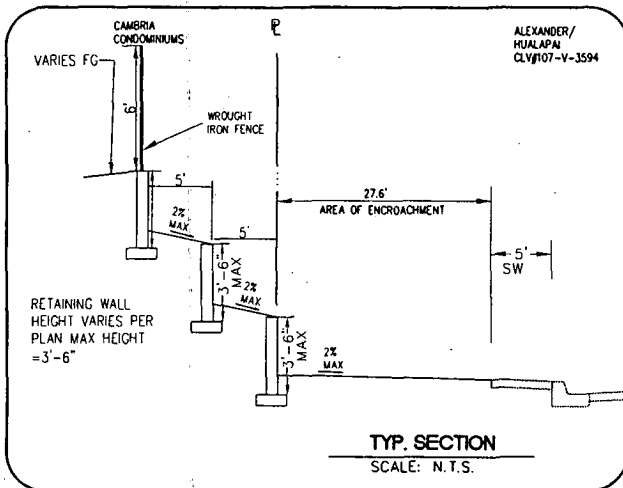
Item 26: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:28 - 9:30)

1-695



AREA OF ENCROACHMENT
PROPOSED LANDSCAPING
AREA



G.C. WALLACE, INC.
Engineers/Planners/Surveyors
1555 SOUTH RAINBOW BLVD./LAS VEGAS, NEVADA 89146
TELEPHONE: (702) 804-2000 • FAX: (702) 804-2299

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 6, 2004

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD GOECKE

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of an Encroachment Request from TRC-BV Engineering on behalf of Spinnaker Homes VII, LLC, owner (Doe Brook Trail south of Deer Springs Way) - Ward 6 (Mack)

Fiscal Impact:

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

PURPOSE/BACKGROUND:

An approximate 15 foot wide area of meandering sidewalk and landscaping which will consist of trees, shrubs, ground cover, and an irrigation system to meet Town Center landscaping requirements for the proposed Centennial Business Park. If approved, the applicant will be required to sign an Encroachment Agreement which has conditions of maintenance, liability and removal.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Copy of Encroachment Exhibit "A" (Doe Brook Trail)

MOTION:

REESE - APPROVED Items 3-25 and 27-43 - **UNANIMOUS** with **GOODMAN** abstaining on Item 31 because he is a personal friend of the Katz Family and **MACK** abstaining on Items 35 and 36 to avoid any conflict due to his purchasing agreement with Spinnaker Homes

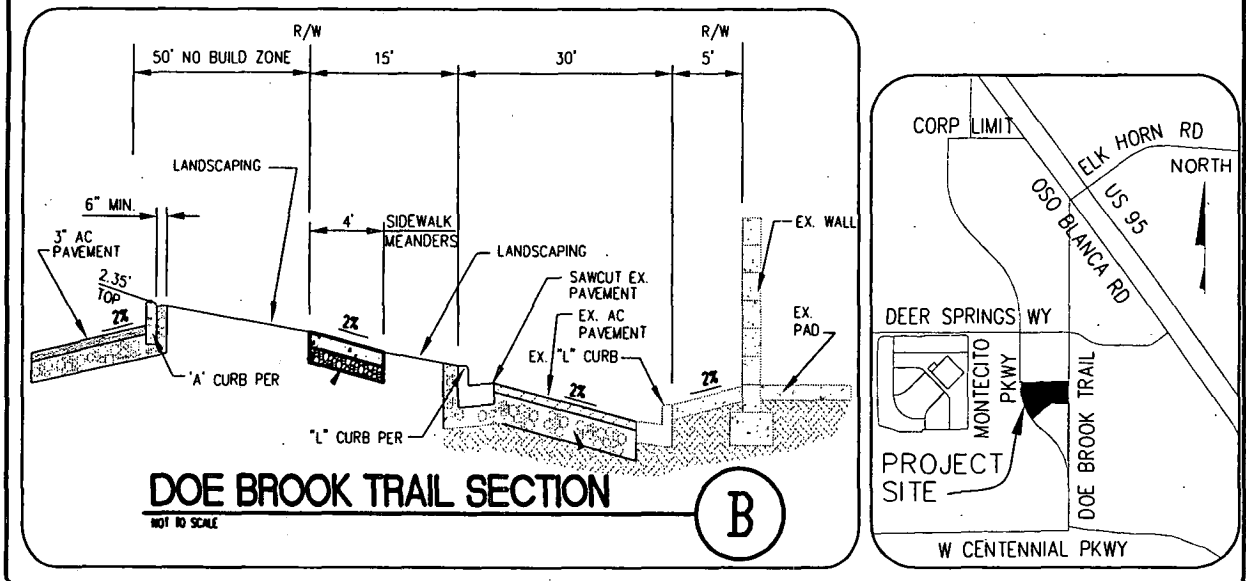
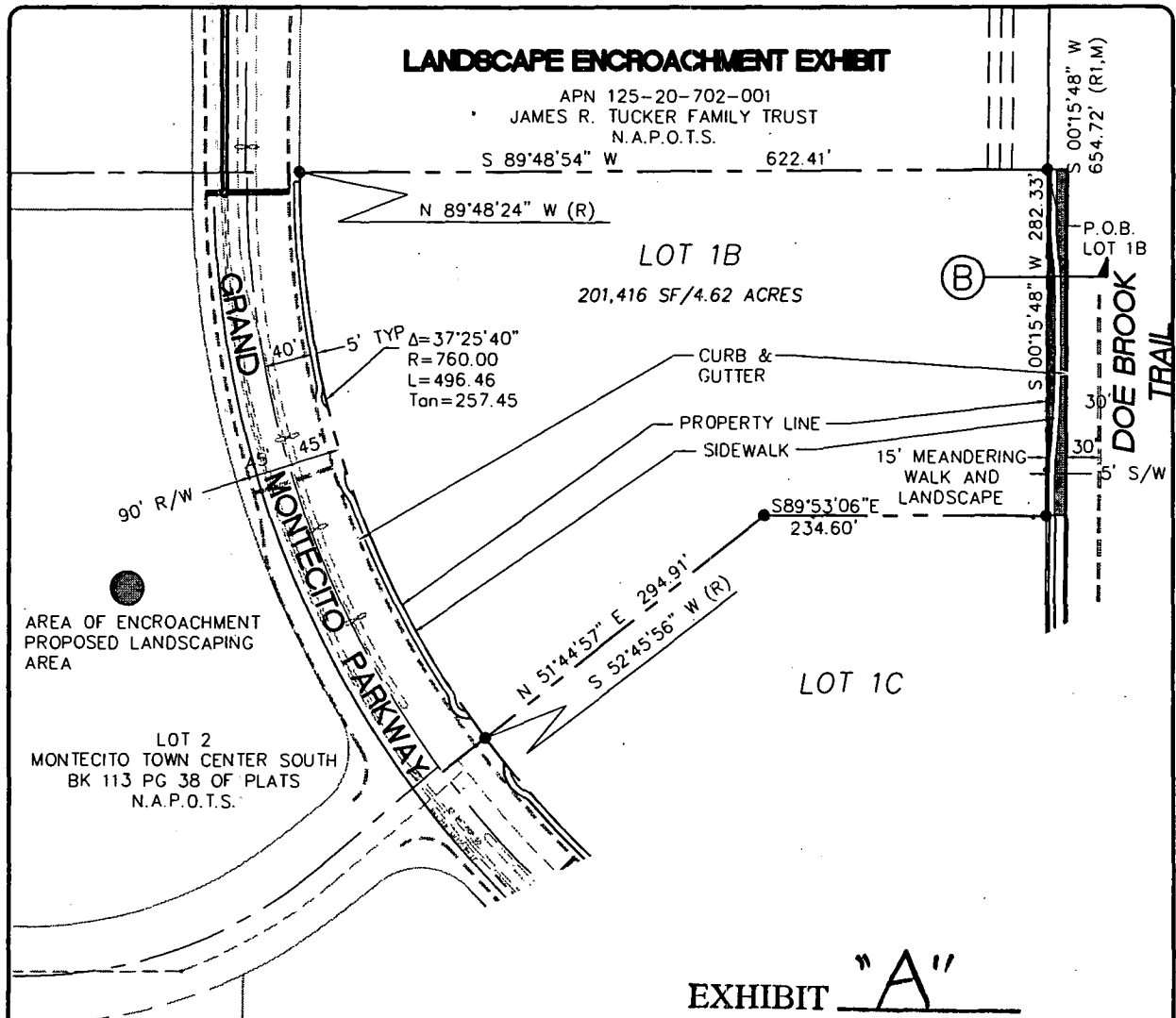
Item 26: **STRICKEN** under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:28 - 9:30)

1-695



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 6, 2004

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD GOECKE

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of a Design Plans Sale Agreement between the City of Las Vegas, MTC 118, LLC, Richmond American Homes Nevada, Spinnaker Homes VII, LLC, Centennial & Durango LLC and Centennial Academy, LLC, for reimbursement of City funded design fees and ownership transfer of the Grand Montecito Parkway Road Improvement Project design drawings (\$159,350 revenue for design fees - SID 1502 Montecito Parkway of the Town Center Loop) - Ward 6 (Mack)

Fiscal Impact:

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division:

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

This agreement is between the City of Las Vegas and various Towncenter Developers to accept reimbursement for City funded design fees and transfer ownership of the Grand Montecito Parkway design drawings to the developers.

RECOMMENDATION:

It is recommended that the City Council approve this Agreement

BACKUP DOCUMENTATION:

Design Plans Sale Agreement

MOTION:

REESE - APPROVED Items 3-25 and 27-43 - **UNANIMOUS** with **GOODMAN** abstaining on Item 31 because he is a personal friend of the Katz Family and **MACK** abstaining on Items 35 and 36 to avoid any conflict due to his purchasing agreement with Spinnaker Homes

Item 26: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:28 - 9:30)

1-695

DESIGN PLANS SALE AGREEMENT
(Grand Montecito Parkway Road Improvement Project
Centennial Parkway to Elkhorn Road)

This Design Plans Sale Agreement (the "Agreement") entered into this 6 day of October, 2004 by and among the City of Las Vegas, a municipal corporation of the State of Nevada (the "City"), M T C 118 LLC ("Montecito"), Richmond American Homes Nevada ("Richmond"), Spinnaker Homes VII LLC, Centennial Academy LLC, and Centennial & Durango LLC, (all the foregoing entities referred to collectively herein as the "Parties", and collectively referred to without the City as the "Owners");

WITNESSETH:

WHEREAS, the City previously contracted with PBS&J (the "Engineer") to design the Grand Montecito Parkway Road Improvement Project, Centennial Parkway to Elkhorn Road (the "Project"), and pursuant thereto the Engineer did design such Project with plans and specifications (the "Plans") that have been provided to and are the property of the City; and

WHEREAS, the Project will traverse and benefit the real property owned by the Owners which are willing to pay the City for the portion of the Plans that traverse or are adjacent to their respective properties in the amounts shown on the Allocation Of Design Contract Costs attached hereto as Exhibit A and incorporated herein, so that construction on the Project can be commenced;

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the Parties do agree as follows:

1. Each Owner shall pay to the City the respective Contribution Amount set forth on Exhibit A, so that the City shall receive the total amount of \$159,350.00 from said Owners as consideration to the City for the sale of the Plans to Owners (with Montecito also paying the Hospital's Contribution Amount and Richmond American Homes Nevada paying the Contribution Amount for the parcel owned by Mich'l Ron & Carolyn, e.t.al., as indicated on Exhibit A).
2. Upon receipt of the amount of \$159,350.00 from the Owners, the City shall deliver the Plans to Montecito, and the Owners shall thereafter own the Plans for all purposes.
3. Following delivery of the Plans, the City shall have no liability as a result of this Agreement, the creation or delivery of the Plans, or any defect in the Plans, and Owners shall defend and hold the City harmless from any assertions of such liability.

This Agreement, following execution by Owners, shall be executed by the City and is effective when so executed on the date first above written.

ATTEST:

Barbara Jo Ronemus
Barbara Jo Ronemus, Clerk

CITY OF LAS VEGAS

Oscar B. Goodman
OSCAR B. GOODMAN, Mayor

APPROVED AS TO FORM:

Thomas R. Green
Deputy City Attorney

10/6/04
Date

M T C 118 LLC

CENTENNIAL & DURANGO LLC

RICHMOND AMERICAN HOMES NEVADA

CENTENNIAL ACADEMY, LLC

SPINNAKER HOMES VII, LLC

EXHIBIT A
ALLOCATION OF DESIGN CONTRACT COSTS

GRAND MONTECITO PARKWAY
ROAD IMPROVEMENT PROJECT
CENTENNIAL PARKWAY TO ELKHORN ROAD

APNs	OWNER/ADDRESS	CONTRIBUTION AMOUNT**
125-20-510-002 125-20-510-003 125-20-810-002	M T C 118 INC 6600 W CHARLESTON #126 LAS VEGAS, NV 89146-1050	\$ 86,779
125-20-610-003	R04-01-063 LLC 2370 W CORPORATE CIR #160 HENDERSON, NV 89074-7760 (Contribution to be paid by MTC 118 INC)	\$ 1,727
125-20-701-002 125-20-711-001	RICHMOND AMERICAN HOMES NEVADA %MDC HOLDINGS INC % S KLEID 3600 S YOSEMITE #1000 DENVER, CO 80237-1832	\$ 27,539
125-20-702-001	MICH'L RON & CAROLYN ETAL* 3075 ROSANNA LAS VEGAS, NV 89117-3141 (Contribution to be paid by Richmond American Homes Nevada)	\$ 14,986
125-20-711-003	SPINNAKER HOMES VII LLC 3320 N BUFFALO DR #208 LAS VEGAS, NV 89129-7411	\$ 12,067
125-20-711-004	CENTENNIAL ACADEMY LLC 4511 W CHEYENNE AVE #105 NORTH LAS VEGAS, NV 89032	\$ 14,427
125-20-803-009	CENTENNIAL & DURANGO LLC % D KANNE 1704 WINCANTON DRIVE LAS VEGAS, NV 89134-6183	\$ 1,825
	TOTAL	\$159,350.00

***ET AL OWNERSHIP FOR 125-20-702-001**

G E M TARGETS LP	20.469%
CAN CAN II K B TARGETS LP	23.676%
ROCKIN' ROBIN TARGETS LP	19.165%
CAN CAN II CARINA TARGETS LP	21.830%
MICH'L RON & CAROLYN	14.86% JT

**Total design costs for the project were \$230,170.00. The above contributions represent the proportionate share of these costs for each property owner included in the Agreement.

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 6, 2004

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

RESOLUTIONS:

R-151-2004 - Approval of a Resolution Awarding Bid for Special Improvement District No. 1493 - Hualapai Way/Alexander Road (Cheyenne Avenue to Cimarron Road) (\$517,920.59 - Capital Projects Fund/Special Assessments) - Ward 4 (Brown)

Fiscal Impact:

☐	No Impact	Amount:	\$517,920.59
☒	Budget Funds Available	Dept./Division:	Public Works/SID
☐	Augmentation Required	Funding Source:	Capital Projects Fund/Special Assessments

PURPOSE/BACKGROUND:

Installation of pavement, curb and gutter, sidewalks, driveway approaches, water laterals, sewer laterals, and streetlights along Hualapai Way and Alexander Road from Cheyenne Avenue to Cimarron Road.

RECOMMENDATION:

It is recommended that the City Council adopt this Resolution.

BACKUP DOCUMENTATION:

Resolution No. R-151-2004

MOTION:

REESE - APPROVED Items 3-25 and 27-43 - **UNANIMOUS** with **GOODMAN** abstaining on Item 31 because he is a personal friend of the Katz Family and **MACK** abstaining on Items 35 and 36 to avoid any conflict due to his purchasing agreement with Spinnaker Homes

Item 26: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:28 - 9:30)

1-695

RESOLUTION NO. R-151-2004

A RESOLUTION CONCERNING LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1493 – HUALAPAI WAY/ALEXANDER ROAD (CHEYENNE AVENUE TO CIMARRON ROAD); AWARDED THE CONTRACT FOR THE CONSTRUCTION OF THE PUBLIC IMPROVEMENTS IN THE DISTRICT TO THE RESPONSIBLE BIDDER SUBMITTING THE LOWEST AND BEST BID UPON PROPER TERMS; AND PROVIDING THE EFFECTIVE DATE HEREOF.

Summary: Bid Resolution

WHEREAS, the City Council of the City of Las Vegas (hereinafter the "City Council" and "City", respectively) of the County of Clark and State of Nevada, pursuant to the Special Improvement District No. 1493 Creation Ordinance (hereinafter the "Creation Ordinance") created Las Vegas, Nevada, Special Improvement District No. 1493 – Hualapai Way/Alexander Road (Cheyenne Avenue to Cimarron Road) (hereinafter the "District") and ordered the acquisition of public improvements within such District in the City; and

WHEREAS, a proper notice that sets forth the invitation to submit bids for the furnishing of labor, materials, transportation and services was given by Las Vegas, Nevada, Special Improvement District No. 1493 Provisional Order Resolution in the manner and for the periods that are provided for in Section 271.190 and Section 271.335 of the Nevada Revised Statutes ("NRS" herein); and

WHEREAS, upon the receipt of such bids, the City Engineer and the Engineering Integration Division recommended to the City Council, in writing, the name of the successful bidder; and

WHEREAS, upon having received such written recommendation, the City Council now desires to authorize and award the construction contract, by this Resolution, to the responsible bidder submitting the lowest and best bid upon proper terms; and

WHEREAS, the amount of the best bid for such construction contract for the improvements does not exceed the City Engineer's estimates of cost.

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

Section 1. The City Council determines and hereby declares that the bid for the construction of the improvements of Special Improvement District No. 1493 – Hualapai Way/Alexander Road (Cheyenne Avenue to Cimarron Road) submitted by Las Vegas Paving Corporation, of Las Vegas, Nevada (hereinafter the "Contractor"), is the lowest and best bid, determined in the manner required by law, submitted by a responsible bidder and the same is hereby accepted.

Section 2. The Mayor of the City Council and the City Clerk, on behalf of Las Vegas, Nevada, be, and they hereby are, authorized in accordance with NRS 271.335 to execute a contract with the Contractor for a construction project which includes, in part, the construction of the improvements in Las Vegas, Nevada, Special Improvement District No. 1493 – Hualapai Way/Alexander Road (Cheyenne Avenue to Cimarron Road).

Section 3. All actions, proceedings, matters and things heretofore taken, had and done by the City, and the officers thereof (not inconsistent with the provisions of this Resolution), concerning the District, including, but not limited to, the publication by the City Engineer, on behalf of the City, of the notice to bidders, the acquisition of the improvements, and the levy of assessments for that purpose, be, and the same hereby are, ratified, approved and confirmed.

Section 4. The Officers of the City be, and they hereby are, authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Resolution, including, without limiting the generality of the foregoing, the preparation of all further necessary contract documents, legal proceedings, and other items necessary or desirable for the construction project and for the completion of the District.

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

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

///

///

///

///

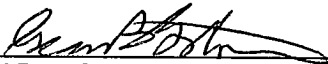
///

///

///

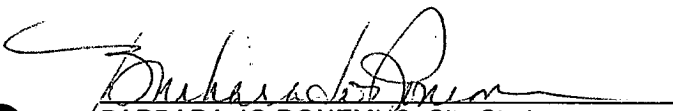
Section 7. That the City Council has determined, and does hereby declare, that this Resolution shall be in effect after its passage in accordance with law.

PASSED, APPROVED AND ADOPTED, OCTOBER 6, 2004.



OSCAR B. GOODMAN, Mayor

Attest:



BARBARA JO RONEMUS, City Clerk

Approved as to form:

22 SEPT 04 W F Lunny

Date Deputy City Attorney

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

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

1. The foregoing pages constitute a true, correct, complete and compared copy of a resolution adopted by the City Council of the City (hereinafter the "City Council") at a meeting held on October 6, 2004.

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

Those Voting Aye:	Oscar B. Goodman Gary Reese Larry Brown Lawrence Weekly Michael Mack Janet Moncrief Steve Wolfson
-------------------	---

Those Voting Nay:	NONE
-------------------	------

Those Absent:	NONE
---------------	------

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

4. All members of the City Council were given due and proper notice of the meeting. Pursuant to § 241.020, Nevada Revised Statutes, written notice of the meeting was given not later than 9:00 a.m. on the third working day before the meeting, including in the notice the time, place, location, and agenda of the meeting:

(a) By posting a copy of the notice at least three working days before the meeting at the principal office of the City Council, or if there is no principal

office, at the building in which the meeting is to be held, and at least three (3) other separate, prominent places within the jurisdiction of the City Council, to wit:

- (i) City Clerk's Bulletin Board
City Hall Plaza
2nd Floor Skybridge
Las Vegas Nevada
- (ii) Court Clerk's Office Bulletin Board
City Hall Plaza
Las Vegas, Nevada
- (iii) Las Vegas Library
833 Las Vegas Boulevard North
Las Vegas, Nevada
- (iv) Clark County Government Center
500 South Grand Central Parkway
Las Vegas, Nevada
- (v) Grant Sawyer Building
555 E. Washington Avenue
Las Vegas, Nevada

(b) By mailing a copy of the notice to each person, if any, who has requested notice of the meetings of the City Council in the same manner in which notice is required to be mailed to a member of the City Council. Such notice was delivered to the postal service no later than 9:00 a.m. on the third working day prior to the meeting.

5. Upon request, the City Council provides at no charge, at least one copy of the agenda for its public meetings, any proposed ordinance or regulation which will be discussed at the public meeting, and any other supporting materials provided to the City Council for an item on the agenda, except for certain confidential materials and materials pertaining to closed meetings, as provided by law.

6. A copy of such notice so given of the meeting of the City Council on October 6, 2004, is attached to this certificate as Exhibit "A".

IN WITNESS WHEREOF, I have hereunto set my hand on this October 6, 2004.

(SEAL)

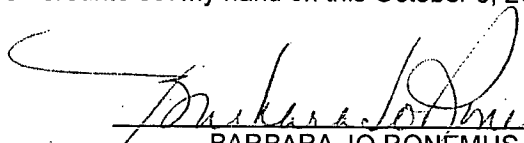

BARBARA JO RONEMUS, City Clerk

Exhibit "A"

(Attach Notice of Meeting and Agenda)



CITY COUNCIL AGENDA

COUNCIL CHAMBERS • 400 STEWART AVENUE • PHONE 229-6011

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

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

COUNCIL MEMBERS: LARRY BROWN (Ward 4), LAWRENCE WEEKLY (Ward 5),

MICHAEL MACK (Ward 6), JANET MONCRIEF (Ward 1), STEVE WOLFSON (Ward 2)

Facilities are provided throughout City Hall for the convenience of persons with disabilities. For meetings held in the Council Chambers, sound equipment is available for persons with hearing impairments. If you need an accommodation to attend and participate in this meeting, please call the City Clerk's office at 229-6311 and advise of your need at least 48 hours in advance of the meeting. The City's TDD number is 386-9108.

OCTOBER 6, 2004

Morning Session begins at 9:00 a.m.

Afternoon Session begins at 1:00 p.m.

ALL ITEMS ON THIS AGENDA ARE SCHEDULED FOR ACTION UNLESS SPECIFICALLY NOTED OTHERWISE.

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

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

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

CEREMONIAL MATTER

- CALL TO ORDER
- ANNOUNCEMENT RE: COMPLIANCE WITH OPEN MEETING LAW
- INVOCATION - REVEREND CHESTER RICHARDSON, SECOND BAPTIST CHURCH
- PLEDGE OF ALLEGIANCE
- RECOGNITION OF THE CITIZEN OF THE MONTH
- RECOGNITION OF WALK YOUR CHILDREN TO SCHOOL WEEK
- RECOGNITION OF OUTSTANDING HISPANICS IN THE COMMUNITY

BUSINESS ITEM - MORNING

1. Any items from the morning session that the Council, staff and/or the applicant wish to be stricken or held in abeyance to a future meeting may be brought forward and acted upon at this time
2. Approval of the Final Minutes by reference of the regular City Council Meetings of July 7, 2004 and July 21, 2004

CONSENT AGENDA

MATTERS LISTED ON THE CONSENT AGENDA ARE CONSIDERED TO BE ROUTINE AND HAVE BEEN RECOMMENDED FOR APPROVAL BY THE SUBMITTING DEPARTMENTS. ALL ITEMS ON THE CONSENT AGENDA MAY BE APPROVED IN A SINGLE MOTION. HOWEVER, IF A COUNCIL MEMBER SO REQUESTS, ANY CONSENT ITEM MAY BE MOVED TO THE DISCUSSION PORTION OF THE AGENDA AND OTHER ACTION, INCLUDING POSTPONEMENT OR DENIAL OF THE ITEM, MAY TAKE PLACE.

FINANCE & BUSINESS SERVICES - CONSENT

3. Approval of Service and Material Checks/Payroll Checks/Wire Transfers/Other Checks and Investments
4. Approval of a Special Event License for Whole Foods Market, Location: Whole Foods Market, 8855 West Charleston Boulevard, Dates: October 9, 10, 30, November 13, 20, 21, 24, 2004, Type: Special Event Beer/Wine/Cooler, Event: Beer/Wine Tasting, Responsible Person in Charge: Sandra Benton - Ward 2 (Wolfson)
5. Approval of a Special Event License for Irene Bustamante, Location: East Las Vegas Senior Center, 250 North Eastern Avenue, Date: October 9, 2004, Type: Special Event Beer/Wine, Event: Wedding Reception, Responsible Person in Charge: Carlos Collado - Ward 3 (Reese)
6. Approval of a Special Event License for Northshore Entertainment Group, LLC, Location: Steiner's A Nevada Style Pub, 8410 West Cheyenne Avenue, Parking Lot, Date: October 9, 2004, Type: Special Event General, Event: Oktoberfest 2004, Responsible Person in Charge: Roger Sachs - Ward 4 (Brown)
7. Approval of a Special Event License for City of Las Vegas Leisure Services Cultural Division, Location: Lewis Corridor, 399 South 4th Street, Dates: October 14, 15, 2004, Type: Special Event Beer/Wine/Cooler, Event: Poets Event Reading and Music, Responsible Person in Charge: Kristin Bartolo - Ward 1 (Moncrief)
8. Approval of a new Beer/Wine/Cooler On-sale License, American Capital Investments, dba Southern Comfort Cafe & Catering, 2101 North Rainbow Boulevard, Suite 102, Jeffrey E. Campbell, Dir, Pres, Secy, Treas, 100% - Ward 6 (Mack)
9. Approval of a new Beer/Wine/Cooler Off-sale License subject to the provisions of the planning and fire codes and Health Dept. regulations, Rebel Oil Company, Inc., dba Rebel 76, 10076 West Sahara Avenue, Jack E. Cason, Pres, 46%, Carl L. Bailey, Secy, Treas, 19%, Patrick J. Cason, Supervisor, 7% - Ward 2 (Wolfson)
10. Approval of a new Slot Route Operator Gaming License subject to confirmation of approval by the Nevada Gaming Commission, Short Line Gaming, LLC, dba Short Line Gaming, 4040 North Tenaya Way, Duane L. Shields, Mgr, Mmbr, 33 1/3%, Robert M. Morton, II, Mgr, Mmbr, 33 1/3%, Ernest A. Becker, IV, Mgr, Mmbr, 33 1/3% - Ward 6 (Mack)
11. Approval of a new Burglar Alarm Service License, ASI Alarm Services, Inc., dba ASI Alarm Services, Inc., 18 Sunrise Drive, Suite G-70, Robert M. Gasner, Pres, Audrie G. Allyn, Treas, William C. Ditch, Secy - Henderson
12. Approval of Change of Location for a Burglar Alarm Service License, Security Guard ITT Alarm Systems of Las Vegas, Inc., dba Security Guard ITT of Las Vegas, From: 3925 North Martin L. King Boulevard, Suite 111, To: 839 Astro Court, Samuel C. Moore, Pres, Secy, Treas, 100% - North Las Vegas
13. Approval of Change of Location for a Locksmith License, V.S.R. Lock, Inc., dba V.S.R. Lock, Inc., From: 4120 West Russell Road, To: 6440 Polaris Avenue, Leo Wright, Dir, Pres, Treas, 100%, Charles A. Degregorio, VP, Asst Treas, Colton L. Vollmann, VP, Asst Treas, Secy - Clark County
14. Approval of a new Massage Establishment License subject to the provisions of the planning and fire codes, Shirley Hyden, dba A Kneaded Massage, 601 South Rainbow Boulevard, Shirley A. Hyden, 100% - Ward 1 (Moncrief)
15. Approval of a new Psychic Art and Science License subject to the provisions of the fire codes, Stephanie Marks, dba Psychic Solutions, 2925 West Sahara Avenue, Stephanie Marks, 100% - Ward 1 (Moncrief)
16. Approval of award of Contract No. 050077, Landscape Maintenance Services - Department of Field Operations - Award recommended to: NEWTEX LANDSCAPE, INC. (Estimated annual amount of \$440,000- General Fund)

FINANCE & BUSINESS SERVICES - CONSENT

17. Approval of award of Bid No. 040382-TG, Annual Requirements Contract for Traffic Sign Blanks - Department of Public Works - Award recommended to: CUSTOM PRODUCTS CORP. (Estimated annual amount of \$150,000 - General Fund)
18. Approval of award of Bid No. 040400-TG, Kneading Compactor - Department of Public Works - Award recommended to: JAMES COX & SONS, INC. (\$30,579 - General Fund)
19. Approval of five contractors for inclusion on the Qualified Contractor List for the period through February 3, 2006 pursuant to City of Las Vegas Contractor Qualification Policy and Procedure for On-site Public Works Projects - Department of Finance and Business Services
20. Approval of award of Bid No. 050036-TG, Anthracite Filter Media - Department of Public Works - Award recommended to: LANG FILTER MEDIA, L.P. (\$26,820 - Sanitation Enterprise Fund) - Clark County
21. Approval of revision to purchase order 219351 for Bulk Liquid Sodium Bisulfite - Department of Public Works - Award to: THATCHER COMPANY OF NEVADA (\$55,000 - Sanitation Enterprise Fund)
22. Approval of ratification of a revision to purchase order 218353 for Bulk Liquid Cationic Polymer - Department of Public Works - Award to: CYTEC INDUSTRIES, INC. (\$60,264 - Sanitation Enterprise Fund)

HUMAN RESOURCES - CONSENT

23. Approval of payment for a permanent partial disability award - Claim WC03040076 - as required under the workers' compensation statutes (\$37,853 - Workers' Compensation Internal Service Fund)

NEIGHBORHOOD SERVICES - CONSENT

24. Approval of a Lease Agreement between the City of Las Vegas and the Las Vegas Convention and Visitors Authority for November 9-10, 2004 at Cashman Field for the annual Stand Down for the Homeless - Ward 5 (Weekly)
25. Approval of a Memorandum of Understanding (MOU) with Clark County, Henderson, North Las Vegas and Boulder City to contribute \$336,522 of General Funds to the Community Triage Center, also known as the Crisis Triage Center, operated by WestCare Nevada, Inc., at 401 South Martin Luther King Boulevard - Ward 5 (Weekly)

PUBLIC WORKS - CONSENT

26. ABEYANCE ITEM - Approval of the installation of Speed Humps on Spencer Street between St. Louis Avenue and Oakey Boulevard (\$7,800 - Neighborhood Traffic Management Program) - Ward 3 (Reese)
27. Approval of Supplemental Interlocal Contract 397a - Anasazi/Summerlin Interchange and Overpass, Crestdale Lane to Beltway between the City of Las Vegas and the Regional Transportation Commission (RTC) to increase total project funding and extend the date of completion (\$8,510,000 - Regional Transportation Commission) - Wards 2 and 4 (Wolfson and Brown)
28. Approval of Interlocal Contract 484 - Lamb Boulevard/Charleston Boulevard Traffic Improvements between the City of Las Vegas and the Regional Transportation Commission (RTC) for engineering and right-of-way (\$330,000 - Regional Transportation Commission) - Ward 3 (Reese)
29. Approval of Second Supplemental Interlocal Contract 387b - Tenaya Way - Beltway to Elkhorn Road between the City of Las Vegas and the Regional Transportation Commission (RTC) to increase total project funding and extend the date of completion (\$2,815,000 - Regional Transportation Commission) - Ward 6 (Mack)

PUBLIC WORKS - CONSENT

30. Approval to file a Right-of-Way Grant with the Bureau of Land Management for sewer purposes on portions of land lying within the Northeast Quarter of Section 30, Township 19 South, Range 60 East, Mount Diablo Meridian, generally located on the west side of the Fort Apache Road alignment, between the Tropical Parkway and the Bright Angel Way alignments, APN 125-30-601-014 - County (near Ward 6 - Mack)
31. Approval of an Encroachment Request from M & B Katz Family Trust, owner (northeast corner of Third Street and Bridger Avenue) - Ward 1 (Moncrief)
32. Approval of an Encroachment Request from Tetra Tech, Incorporated, on behalf of MTC 118, Incorporated, owner (northwest corner of Durango Drive and Dorrell Lane) - Ward 6 (Mack)
33. Approval of a Sewer Connection and Interlocal Contract with Clark County Water Reclamation District - Triton Engineering on behalf of Plaster Development Company, Inc., owners (northeast corner of Rainbow Boulevard and Whispering Sands Drive, APN 125-14-104-004 and 125-14-104-005) - County (near Ward 6 - Mack)
34. Approval of an Encroachment Request from Warmington Cambria Association Limited Partnership, owner (southwest corner of Hualapai Way and Alexander Road) - Ward 4 (Brown)
35. Approval of an Encroachment Request from TRC-BV Engineering on behalf of Spinnaker Homes VII, LLC, owner (Doe Brook Trail south of Deer Springs Way) - Ward 6 (Mack)
36. Approval of a Design Plans Sale Agreement between the City of Las Vegas, MTC 118, LLC, Richmond American Homes Nevada, Spinnaker Homes VII, LLC, Centennial & Durango LLC and Centennial Academy, LLC, for reimbursement of City funded design fees and ownership transfer of the Grand Montecito Parkway Road Improvement Project design drawings (\$159,350 revenue for design fees - SID 1502 Montecito Parkway of the Town Center Loop) - Ward 6 (Mack)

RESOLUTIONS - CONSENT

37. R-151-2004 - Approval of a Resolution Awarding Bid for Special Improvement District No. 1493 - Hualapai Way/Alexander Road (Cheyenne Avenue to Cimarron Road) (\$517,920.59 - Capital Projects Fund/Special Assessments) - Ward 4 (Brown)

REAL ESTATE COMMITTEE - CONSENT

38. Approval of a No-Build Easement to be granted by City Parkway IV A, Inc., to 3 Star Auto Body and Paint for land located on Bonanza Road, APN 139-27-401-031 (Gain of \$1,717.60) - Ward 5 (Weekly)
39. 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 Robert Wayne Roshto II for real property located at 324 North 7th Street, APN 139-34-512-051 (\$295,000 plus closing costs - City Facilities Capital Project Fund) - Ward 5 (Weekly)
40. Approval of an Amended and Restated Interlocal Agreement between the City of Las Vegas (CLV) and the Clark County Library District (District) to sublet seven acres of City leased land from the Bureau of Land Management (BLM) to the District as a library facility located at the northwest corner of Rome Boulevard and Buffalo Drive, APN 125-21-701-011 - Ward 6 (Mack)
41. Approval of a Land Lease Agreement with Nextel Communications, Inc., for a cellular tower to be located at 6208 Hargrove, commonly known as the Mirabelli Community Center (\$580,512 revenue for duration of contract - Real Estate) - Ward 1 (Moncrief)
42. Approval of an Easement and Rights-of-Way between the City of Las Vegas and the Las Vegas Valley Water District for a water line easement on APN 138-10-101-018, commonly known as the Gowan Detention Basin - Ward 4 (Brown)

REAL ESTATE COMMITTEE - CONSENT

43. Approval of a Bill of Sale from the City of Las Vegas to the Las Vegas Valley Water District for the purpose of providing water services to the Gowan South Detention Basin Expansion and Sports Park located at Cheyenne Avenue and Buffalo Drive - Ward 4 (Brown)

DISCUSSION / ACTION ITEMS

ADMINISTRATIVE - DISCUSSION

44. Report and possible action on the status of the legislative action plan and municipal issues at the 108th Congress

CITY ATTORNEY - DISCUSSION

45. ABEYANCE ITEM - Discussion and possible action on Appeal of Work Card Denial: James Jason Walker, 3240 Westwind Road, Las Vegas, Nevada 89146
46. Discussion and possible action on Appeal of Work Card Denial: Diane Kay Botner, 320 South 1st Street, Las Vegas, Nevada 89101
47. Discussion and possible action on Appeal of Work Card Denial: Michael J. Amsbary, 2725 W. Wigwam Avenue, Apt. 1089, Las Vegas, Nevada 89123

FINANCE & BUSINESS SERVICES - DISCUSSION

48. Discussion and possible action regarding an extension of the City's franchise agreement with Nevada Power Company (NPC) - All Wards
49. Discussion and possible action to modify the Parks in Progress listing to add a Horse/Bradley Park project and authorize the transfer of \$98,400 in Residential Construction Tax (RCT) funding from the Vocational High School Sports Complex project within the Parks and Leisure Activities Capital Projects Fund (CPF) - Ward 6 (Mack)
50. ABEYANCE ITEM - Discussion and possible action regarding an Appeal of Denial for a Child Care Facility License, Sheila Logan, dba Love All Kidz Daycare, 6309 Guadalupe Avenue, Sheila Logan 100% - Ward 6 (Mack)
51. ABEYANCE ITEM - Discussion and possible action regarding Change of Ownership, Location and Business Name for a Tavern License subject to the provisions of the planning codes and Health Dept. regulations, From: Bola III, LLC, dba La Salsa Fresh Mexican Grill, 4949 North Rancho Drive (Non-operational), Lawrence T. Simon, Mgr, Mmbr, and Monica A. Simon, Mgr, Mmbr, 13.77% jointly as husband and wife, Robert H. Whalen, Mgr, Mmbr, 5.3%, Laura A. Cunningham, Mgr, Mmbr, 1.06%, Nevada Franchise, LLC, Mmbr, 79.87%, Lawrence T. Simon, Mgr, Pres, Secy, Treas, SFFG, LLC, Mmbr, 100%, Lawrence T. Simon, Mgr, Pres, Secy, Treas, To: Celebrity Las Vegas, LLC, dba Celebrity Las Vegas, 201 North 3rd Street, Donald D. Troxel, Mgr, Mmbr, 100% - Ward 5 (Weekly)
52. Discussion and possible action regarding a new Auctioneer License, J. P. King Auction Company, Inc., dba J. P. King Auction Company, Inc., 108 Fountain Avenue, Gadsden, Alabama, Jerry C. King, Dir, Pres, Auctioneer, 25%, James S. King, Dir, Executive VP, Auctioneer, 25%, Christie K. Ray, Dir, Secy, Auctioneer, 25% - Alabama
53. Discussion and possible action regarding a new Locksmith License, Zaruba & Zaruba, dba L Reo Lock & Key, 8929 Sheep Ranch Court, Judith R. Zaruba, 51%, Robert M. Zaruba, 49% - Ward 6 (Mack)

FINANCE & BUSINESS SERVICES - DISCUSSION

54. Discussion and possible action regarding Temporary Approval of a Change of Ownership and Business Name for a Tavern License subject to the provisions of the fire codes and Health Dept. regulations, From: H & M Enterprises, Inc., dba Dakota Grill & Spirits, Shirlee A. Helton, Pres, 50%, Steven E. Murphy, Secy, Treas, 50%, To: Zingers Club, Inc., dba Zingers, 1000 East Sahara Avenue, Suite 105, Richard L. Ham, Dir, Pres, 25%, Carla C. Ham, Dir, Secy, 25%, Maurice H. Hathaway, Dir, CEO, 25%, Pamela K. Hathaway, Dir, Treas, 25% - Ward 3 (Reese)
55. Discussion and possible action regarding Change of Ownership and Business Name for a Tavern License and a new Restricted Gaming License for 15 slots, From: K & P Enterprises, Inc., dba Super Sport Lounge (Non-operational), Kenneth W. Bozeman, Dir, Pres, Secy, Treas, 100%, To: La-Dor, Inc., dba Stateside Lounge, 931 Las Vegas Boulevard North, Doris L. Atchison, Dir, Pres, Treas, 50%, Laura J. Atchison, Dir, Secy, 50% - Ward 5 (Weekly)
56. Discussion and possible action regarding Change of Location for a Massage Establishment, Richard William Harris, dba The Massage Group, From: 7980 West Sahara Avenue, To: 425 Fremont Street, Richard W. Harris, 100% - Ward 1 (Moncrief)

HUMAN RESOURCES - DISCUSSION

57. Discussion and possible action regarding a new position for City Attorney Investigator (\$55,000 - Violence Against Women Act (VAWA) Grant)

PUBLIC WORKS - DISCUSSION

58. Report on the City's Sanitary Sewer Assessment and Rehabilitation Program - All Wards
59. Discussion and possible action on the Revised Iron Mountain Ranch Park Development Agreement 2 between the City of Las Vegas and KB Home Nevada, Inc., to replace the existing agreement for Horse/Bradley Park site (\$98,400 - Residential Construction Tax) - Ward 6 (Mack)
60. Discussion and possible action on the installation of Speed Humps on Spencer Street between St. Louis Avenue and Oakey Boulevard (\$7,800 - Neighborhood Traffic Management Program) - Ward 3 (Reese)

RECOMMENDING COMMITTEE REPORT - DISCUSSION

BILLS ELIGIBLE FOR ADOPTION AT THIS MEETING

61. Bill No. 2004-62 - Makes adjustments to the types of zoning approval necessary for various land uses. Proposed by: Robert S. Genzer, Director of Planning and Development
62. Bill No. 2004-63 - Provides that Planning Commission action on most special use permits is final, unless appealed or requested for review by a member of the City Council, and modifies certain provisions regarding related hearings and appeals so as to conform to State law. Proposed by: Robert S. Genzer, Director of Planning and Development
63. Bill No. 2004-64 - Modifies the standards for granting a variance application and modifies certain provisions regarding variance hearings and appeals so as to conform to State law. Proposed by: Robert S. Genzer, Director of Planning and Development

RECOMMENDING COMMITTEE REPORT - DISCUSSION

BILLS ELIGIBLE FOR ADOPTION AT A LATER MEETING

THERE IS NO PUBLIC COMMENT ON THESE ITEMS AND NO ACTION WILL BE TAKEN BY THE COUNCIL AT THIS MEETING, EXCEPT THOSE ITEMS WHICH MAY BE STRICKEN OR TABLED. PUBLIC TESTIMONY TAKES PLACE AT THE RECOMMENDING COMMITTEE MEETING HELD FOR THAT PURPOSE.

64. Bill No. 2004-65 - Amends the Supplemental Document to the NFPA 1, Uniform Fire Code, 2003 Edition, regarding the approval of traffic management or calming devices. Proposed by: David L. Washington, Chief, Department of Fire and Rescue
65. Bill No. 2004-67 - Adjusts the ward boundaries of the City. Proposed by: Bradford R. Jerbic, City Attorney

NEW BILLS - DISCUSSION

THERE IS NO PUBLIC COMMENT ON THESE ITEMS. NEW BILLS ARE READ INTO THE RECORD AND REFERRED TO RECOMMENDING COMMITTEE FOR A SEPARATE HEARING TO RECEIVE PUBLIC TESTIMONY BEFORE ACTION BY THE COUNCIL AT A LATER MEETING. EXCEPTION: EMERGENCY BILLS OR THOSE ITEMS TO BE STRICKEN OR TABLED.

66. Bill No. 2004-68 - Annexation No. ANX-4777 - Property location: At and near the southeast corner of Iron Mountain Road and Maverick Street; Petitioned by: Quarterhorse Falls Estates, LLC; Acreage: 15.79 acres; Zoned: R-E (County zoning), R-E (City equivalent). Sponsored by: Councilman Michael Mack
67. Bill No. 2004-69 - Establishes new solid waste and recycling regulations. Proposed by: Mark R. Vincent, Director of Finance and Business Services

1:00 P.M. - AFTERNOON SESSION

BUSINESS ITEM - AFTERNOON

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

HEARINGS - DISCUSSION

69. Public hearing to consider the report of expenses to recover costs for the abatement of zoning violations at 1105 North 22nd Street. PROPERTY OWNER: MANUEL VILLARREAL - Ward 5 (Weekly)
70. Public hearing to consider the report of expenses to recover costs for the abatement of zoning violations at 204 West Monroe Avenue. PROPERTY OWNER: JANICE ARBULU - Ward 5 (Weekly)
71. Public hearing to consider the report of expenses to recover costs for the abatement of zoning violations at 824 Shetland Road. PROPERTY OWNERS: VICTOR C. & LETICIA L. CHARNETSKY - Ward 1 (Moncrief)
72. Public hearing to consider the report of expenses to recover costs for the abatement of zoning violations at 1817 Stewart Avenue. PROPERTY OWNER: KENNETH SURRATT - Ward 3 (Reese)

PLANNING & DEVELOPMENT

The items listed below, where appropriate, have been reviewed by the various City departments relative to requirements for storm drainage and flood control, connection to sanitary sewer, traffic circulation, and building and fire regulations. Their comments and/or recommendations and requirements have been incorporated into the action.

PLANNING & DEVELOPMENT - CONSENT

PM SESSION - ALL ITEMS LISTED ON THE CONSENT AGENDA ARE CONSIDERED TO BE ROUTINE AND HAVE BEEN RECOMMENDED FOR APPROVAL. ALL ITEMS ON THE CONSENT AGENDA MAY BE APPROVED IN A SINGLE MOTION. HOWEVER, IF A COUNCIL MEMBER SO REQUESTS, ANY CONSENT ITEM MAY BE MOVED TO THE DISCUSSION PORTION OF THE AGENDA AND OTHER ACTION, INCLUDING POSTPONEMENT OR DENIAL OF THE ITEM, MAY TAKE PLACE.

73. EOT-5040 - APPLICANT: COMMUNITY DEVELOPMENT PROGRAMS CENTER OF NEVADA - OWNER: LAS VEGAS HOUSING AUTHORITY - Request for an Extension of Time of an approved Variance (V-0032-00) which allowed a reduction in the minimum lot size for a single-family attached development on 8.88 acres adjacent to the northeast corner of 28th Street and Sunrise Avenue (APN 139-36-303-003), R-2 (Medium-Low Density Residential) Zone, Ward 3 (Reese). Staff recommends APPROVAL
74. EOT-5041 - APPLICANT: COMMUNITY DEVELOPMENT PROGRAMS CENTER OF NEVADA - OWNER: LAS VEGAS HOUSING AUTHORITY - Request for an Extension of Time of an approved Variance (V-0034-00) which allowed a reduction in the required setbacks for a single-family attached development on 8.88 acres adjacent to the northeast corner of 28th Street and Sunrise Avenue (APN 139-36-303-003), R-2 (Medium-Low Density Residential) Zone, Ward 3 (Reese). Staff recommends APPROVAL
75. EOT-5070 - APPLICANT/OWNER: CS4015, LLC - Request for an Extension of Time of an approved Site Development Plan Review [Z-0067-99(2)] FOR A PROPOSED TAVERN AND CONVENIENCE STORE WITH FUEL PUMPS on approximately 2.00 acres adjacent to the southwest corner of Lone Mountain Road and Cliff Shadows Parkway (APN 137-01-101-023 and 024), PD (Planned Development) Zone, Ward 4 (Brown). Staff recommends APPROVAL
76. EOT-5064 - APPLICANT/OWNER: CS4015, LLC - Request for an Extension of Time of an approved Special Use Permit (U-0081-02) FOR THE PROPOSED SALE OF PACKAGED LIQUOR FOR OFF-PREMISE CONSUMPTION IN CONJUNCTION WITH A PROPOSED CONVENIENCE STORE adjacent to the southwest corner of Lone Mountain Road and Cliff Shadows Parkway (APN 137-01-101-023), PD (Planned Development) Zone, Ward 4 (Brown). Staff recommends APPROVAL
77. EOT-5066 - APPLICANT/OWNER: CS4015, LLC - Request for an Extension of Time of an approved Special Use Permit (U-0082-02) FOR PROPOSED GASOLINE SALES IN CONJUNCTION WITH A PROPOSED CONVENIENCE STORE adjacent to the southwest corner of Lone Mountain Road and Cliff Shadows Parkway (APN 137-01-101-023), PD (Planned Development) Zone, Ward 4 (Brown). Staff recommends APPROVAL
78. EOT-5068 - APPLICANT/OWNER: CS4015, LLC - Request for an Extension of Time of an approved Special Use Permit (U-0083-02) FOR A PROPOSED TAVERN adjacent to the southwest corner of Lone Mountain Road and Cliff Shadows Parkway (APN 137-01-101-024), PD (Planned Development) Zone, Ward 4 (Brown). Staff recommends APPROVAL
79. EOT-5144 - APPLICANT: EXECUTIVE DEVELOPMENT CORPORATION - OWNER: DESERT SHADOWS APARTMENTS, LLC - Request for an Extension of Time on an approved Rezoning (Z-0037-02) FROM: C-2 (GENERAL COMMERCIAL) AND R-E (RESIDENCE ESTATES) UNDER RESOLUTION OF INTENT TO C-1 (LIMITED COMMERCIAL) TO: R-3 (MEDIUM DENSITY RESIDENTIAL) on 8.04 acres adjacent to the south side of Charleston Boulevard, approximately 195 feet east of Jones Boulevard (APN 163-01-102-038), Ward 1 (Moncrief). Staff recommends APPROVAL
80. EOT-5146 - APPLICANT: EXECUTIVE DEVELOPMENT CORPORATION - OWNER: DESERT SHADOWS APARTMENTS, LLC - Request for an Extension of Time on an approved Site Development Plan Review [Z-0037-02(1)] FOR A PROPOSED THREE-STORY, 192-UNIT MULTI-FAMILY DEVELOPMENT on 8.04 acres adjacent to the south side of Charleston Boulevard, approximately 195 feet east of Jones Boulevard (APN 163-01-102-038), C-2 (General Commercial) and R-E (Residence Estates) Zones under Resolution of Intent to R-3 (Medium Density Residential) Zone, Ward 1 (Moncrief). Staff recommends APPROVAL

PLANNING & DEVELOPMENT - CONSENT

81. EOT-5147 - APPLICANT: EXECUTIVE DEVELOPMENT CORPORATION - OWNER: DESERT SHADOWS APARTMENTS, LLC - Request for an Extension of Time on an approved Variance (V-0041-02) TO ALLOW APARTMENT BUILDINGS TO BE THREE STORIES AND 38 FEET IN HEIGHT WHERE TWO STORIES AND 35 FEET IS THE MAXIMUM HEIGHT ALLOWED on 8.04 acres adjacent to the south side of Charleston Boulevard, approximately 195 feet east of Jones Boulevard (APN 163-01-102-038), C-2 (General Commercial) and R-E (Residence Estates) Zones under Resolution of Intent to R-3 (Medium Density Residential) Zone, Ward 1 (Moncrief). Staff recommends APPROVAL
82. EOT-5088 - APPLICANT/OWNER: GALTAR, LLC - Request for a Reinstatement and Extension of Time on an approved Rezoning (Z-0049-02) FROM: R-E (RESIDENCE ESTATES) TO: C-2 (GENERAL COMMERCIAL) on 3.10 acres adjacent to the east side of Rancho Drive, approximately 1,130 feet south of Lone Mountain Road (APN 138-02-102-007), Ward 6 (Mack). Staff recommends APPROVAL

PLANNING & DEVELOPMENT - DISCUSSION

83. DIR-4784 - APPLICANT: RMI MANAGEMENT, LLC - OWNER: CAMBRIDGE CROSSING COMMUNITY ASSOCIATION - Request for a Water Feature Exemption TO ALLOW THE OPERATION OF ONE WATER FEATURE at the entrance of an existing single family development located adjacent to the west side of Soaring Gulls Drive at the intersection of Lockport Street (APN 138-09-495-003), Ward 4 (Brown). Staff recommends APPROVAL
84. DIR-5038 - APPLICANT: NORTHPOINTE APARTMENTS - OWNER: MOOSA AND SHOHREH MALEKSALEHI - Request for a Water Feature Exemption TO ALLOW THE OPERATION OF ONE WATER FEATURE for an apartment development located at 3333 North Michael Way (APN 138-12-401-001), Ward 6 (Mack). Staff recommends APPROVAL
85. ROC-5239 - APPLICANT: PARRISH WARD - OWNER: DAVID LEE PHILLIPS AND JACQUELINE S. PHILLIPS - Request for a Review of Condition Numbers 5, 6 and 7 of an approved Special Use Permit (SUP-4518) WHICH REQUIRED THE DEDICATION OF A 10-FOOT RADIUS ON THE SOUTHWEST CORNER OF GARCES AVENUE AND FOURTH STREET, THE LANDSCAPING AND MAINTENANCE OF ALL UNIMPROVED RIGHTS-OF-WAY ON GARCES AVENUE AND FOURTH STREET ADJACENT TO THE SITE AND THE SUBMITTAL OF AN ENCROACHMENT AGREEMENT FOR ALL LANDSCAPING AND PRIVATE IMPROVEMENTS LOCATED WITHIN THE GARCES AVENUE AND FOURTH STREET PUBLIC RIGHTS-OF-WAY ADJACENT TO THE SITE on 0.16 acres at 317 Garces Avenue (APN 139-34-310-052), C-2 (General Commercial) Zone, Ward 1 (Moncrief). Staff recommends APPROVAL
86. ROC-5057 - PUBLIC HEARING - APPLICANT: US HOME CORPORATION - OWNER: GMAC MODEL HOME FINANCE, INC. - Request for a Review of Condition Number 2 of an approved Site Development Plan Review (SDR-2026) which required five-foot side yard setbacks and 10-foot corner side setbacks in conjunction with a 97-lot single-family residential development on 28.56 acres adjacent to the east side of Torrey Pines Drive, between Azure Drive and Bullring Lane (APN 125-26-611-001 through 097), R-E (Residence Estates) Zone under Resolution of Intent to R-PD3 (Residential Planned Development - 3 Units per Acre), Ward 6 (Mack). Staff recommends APPROVAL
87. ROC-5153 - PUBLIC HEARING - APPLICANT: RICHMOND AMERICAN HOMES OF NEVADA, INC. - OWNER: RON MICH'L AND CAROLYN MICH'L, ET AL - Request for a Review of Condition No. 5 of an approved Site Development Plan Review (SDR-3505) WHICH REQUIRED FIVE-FOOT SIDE YARD SETBACKS in conjunction with a 96-lot single-family residential development on 10.00 acres adjacent to the southeast corner of Deer Springs Way and Grand Montecito Parkway (APN 125-20-702-001), T-C (Town Center) Zone [MS-TC (Main Street Mixed-Use - Town Center) Land Use Designation], Ward 6 (Mack). Staff recommends APPROVAL
88. RQR-4910 - PUBLIC HEARING - APPLICANT/OWNER: STEVE A. PHILLIPS - Required Two Year Review of an approved Site Development Plan Review (SD-0026-02) FOR SITE IMPROVEMENTS IN CONJUNCTION WITH TEMPORARY SALES at 6651 West Charleston Boulevard (APN 163-02-104-001), U (Undeveloped) Zone [SC (Service Commercial) General Plan Designation], Ward 1 (Moncrief). Staff recommends DENIAL. The Planning Commission (5-2 vote) recommends APPROVAL

PLANNING & DEVELOPMENT - DISCUSSION

89. SDR-4498 - PUBLIC HEARING - APPLICANT/OWNER: ADA ARGUETA - Request for a Site Development Plan Review FOR A PROPOSED OFFICE AND A WAIVER OF LANDSCAPE STANDARDS on 0.11 acres at 1709 Eastern Avenue (APN 162-01-310-199), P-R (Professional Office and Parking) Zone, Ward 3 (Reese). The Planning Commission (7-0 vote) and staff recommend APPROVAL
90. SDR-4823 - PUBLIC HEARING - APPLICANT/OWNER: CITY OF LAS VEGAS - Request for a Site Development Plan Review FOR A PROPOSED CITY PARK on 13.00 acres adjacent to the west side of Cliff Shadows Parkway, approximately 660 feet south of Alexander Road (a portion of APN 137-12-101-008), C-V (Civic) Zone, Ward 4 (Brown). The Planning Commission (7-0 vote) and staff recommend APPROVAL
91. SDR-4827 - PUBLIC HEARING - APPLICANT: THE RANDALL COMPANY - OWNER: FORT APACHE/CHEYENNE HOLDINGS, LLC - Request for a Site Development Plan Review FOR A 18,720 SQUARE FOOT OFFICE DEVELOPMENT AND FOR A WAIVER OF FOUNDATION LANDSCAPING OF THE COMMERCIAL DEVELOPMENT STANDARDS on 1.75 acres adjacent to the west side of Fort Apache Road approximately 430 feet north of Cheyenne Avenue (APN 138-07-801-010), U (Undeveloped) Zone [O (Office) General Plan Designation] under Resolution of Intent to O (Office), Ward 4 (Brown). The Planning Commission (7-0 vote) and staff recommend APPROVAL
92. SDR-4841 - PUBLIC HEARING - APPLICANT: FURNITURE MART LAND HOLDINGS II, LLC - OWNER: WMCI ASSOCIATES, LLC - Request for a Site Development Plan Review FOR A 345,670 SQUARE FOOT TEMPORARY EXHIBIT SPACE on 30.2 acres at 495 South Grand Central Parkway (APN 139-33-610-004, 139-33-511-003 and 004), PD (Planned Development) Zone, Ward 5 (Weekly). The Planning Commission (7-0 vote) and staff recommend APPROVAL
93. SDR-4908 - PUBLIC HEARING - APPLICANT/OWNER: NNN OAKLEY BUILDING 2003, LIMITED LIABILITY COMPANY - Request for a Site Development Plan Review and Waivers for perimeter and parking lot landscaping standards and for side and rear building setbacks FOR A PROPOSED 112,900 SQUARE-FOOT PARKING STRUCTURE on 2.95 acres at 4750 West Oakley Boulevard (APN 162-06-201-004), C-1 (Limited Commercial) and R-3 (Medium Density Residential) Zones, Ward 1 (Moncrief). The Planning Commission (5-0 vote) and staff recommend APPROVAL
94. VAC-4071 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: WRG DESIGN, INC. - OWNER: PALM MORTUARY, INC. - Petition to Vacate Deer Springs Way between Jones Boulevard and Maverick Street; and Maverick Street between Deer Springs Way and Rome Boulevard, Ward 6 (Mack). Staff recommends DENIAL. The Planning Commission (5-0 vote) recommends APPROVAL
95. VAC-4571 - PUBLIC HEARING - APPLICANT: CDPCN - OWNER: CITY OF LAS VEGAS HOUSING AUTHORITY - Request for a Petition of Vacation to vacate a public drainage easement generally located north of Monroe Avenue, east of "J" Street, Ward 5 (Weekly). The Planning Commission (7-0 vote) and staff recommend APPROVAL
96. VAC-4862 - PUBLIC HEARING - APPLICANT/OWNER: DAVID B. BARKER AND STEPHANIE ANN BARKER - Petition to Vacate a 25-foot wide public drainage easement at 1940 and 1941 Ski Slope Circle, Ward 1 (Moncrief). The Planning Commission (6-0 vote) and staff recommend APPROVAL
97. VAC-4892 - PUBLIC HEARING - APPLICANT/OWNER: SOUTHWEST HOMES, LIMITED LIABILITY COMPANY - Petition to Vacate public streetlight, fire hydrant and other appurtenant easements generally located east of Campbell Road, north of Elkhorn Road, Ward 6 (Mack). The Planning Commission (5-0-1 vote) and staff recommend APPROVAL
98. VAC-4956 - PUBLIC HEARING - APPLICANT: NEVADA STATE BANK - OWNER: THE SIDNEY FAMILY TRUST - Request for a Petition of Vacation to vacate U. S. Government Patent Reservations generally located north of Cheyenne Avenue, west of Fort Apache Road, Ward 4 (Brown). The Planning Commission (6-0 vote) and staff recommend APPROVAL

PLANNING & DEVELOPMENT - DISCUSSION

99. VAR-4925 - PUBLIC HEARING - APPLICANT/OWNER: SHARON JAMERSON - Request for a Variance TO ALLOW A SIDE YARD SETBACK OF FOUR FEET WHERE FIVE FEET IS THE MINIMUM REQUIRED AND A VARIANCE TO ALLOW A NINE-FOOT SEPARATION BETWEEN DWELLINGS WHERE 10 FEET IS THE MINIMUM REQUIRED IN CONJUNCTION WITH AN EXISTING SINGLE-FAMILY RESIDENCE on 0.12 acres at 880 Balzar Avenue (APN 139-21-510-273), R-2 (Medium-Low Density Residential) Zone, Ward 5 (Weekly). Staff recommends DENIAL. The Planning Commission (5-0 vote) recommends APPROVAL

100. VAR-4926 - PUBLIC HEARING - APPLICANT/OWNER: OTIS AND SHARON JAMERSON - Request for a Variance TO ALLOW A SIDE YARD SETBACK OF FOUR FEET WHERE FIVE FEET IS THE MINIMUM REQUIRED IN CONJUNCTION WITH AN EXISTING SINGLE-FAMILY RESIDENCE on 0.12 acres at 886 Balzar Avenue (APN 139-21-510-274), R-2 (Medium-Low Density Residential) Zone, Ward 5 (Weekly). Staff recommends DENIAL. The Planning Commission (5-0 vote) recommends APPROVAL

101. VAR-5039 - PUBLIC HEARING - APPLICANT: URBAN ESTATES - OWNER: FRANK HAWKINS JR. - Request for a Variance TO ALLOW AN R-PD (RESIDENTIAL PLANNED DEVELOPMENT) ZONING DISTRICT ON 4.5 ACRES WHERE 5.00 ACRES IS THE MINIMUM REQUIRED AT 711 N. Tonopah Drive (APN 139-29-704-017), R-1 (Single Family Residential) Zone under Resolution of Intent to R-3 (Medium Density Residential) Zone, Proposed: R-PD13 (Residential Planned Development - 13 Units per Acre) Zone, Ward 5 (Weekly). The Planning Commission (4-1 vote) and staff recommend APPROVAL

102. ZON-4923 - PUBLIC HEARING - APPLICANT: URBAN ESTATES - OWNER: FRANK HAWKINS JR. - Request for a Rezoning FROM: R-1 (SINGLE-FAMILY RESIDENTIAL) UNDER RESOLUTION OF INTENT TO R-3 (MEDIUM DENSITY RESIDENTIAL) TO: R-PD13 (RESIDENTIAL PLANNED DEVELOPMENT - 13 UNITS PER ACRE) on 4.50 acres at 711 North Tonopah Drive (APN 139-29-704-017), Ward 5 (Weekly). The Planning Commission (4-1 vote) and staff recommend APPROVAL

103. SDR-4924 - PUBLIC HEARING - APPLICANT: URBAN ESTATES - OWNER: FRANK HAWKINS JR. - Request for a Site Development Plan Review FOR A PROPOSED 60-LOT SINGLE-FAMILY RESIDENTIAL DEVELOPMENT on 4.50 acres at 711 North Tonopah Drive (APN 139-29-704-017), R-1 (Single-Family Residential) Zone under Resolution of Intent to R-3 (Medium Density Residential) [PROPOSED: R-PD13 (Residential Planned Development - 13 Units per Acre)], Ward 5 (Weekly). The Planning Commission (4-1 vote) and staff recommend APPROVAL

104. RQR-4661 - PUBLIC HEARING - APPLICANT: LAMAR ADVERTISING - OWNER: Z & Z INVESTMENT COMPANY - Appeal filed by the Applicant from the Denial by the Planning Commission of a Required Two Year Review of an approved Special Use Permit (U-0018-95) WHICH ALLOWED A 14 FOOT X 48 FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGN at 2350 North Rainbow Boulevard (APN 138-23-110-001), C-1 (Limited Commercial) Zone, Ward 6 (Mack). The Planning Commission (7-0 vote) and staff recommend DENIAL

105. RQR-4664 - PUBLIC HEARING - APPLICANT: CLEAR CHANNEL OUTDOOR - OWNER: NEVADA COMMERCE BANK - Required Two Year Review of an approved Special Use Permit (U-0023-95) WHICH ALLOWED A 14 FOOT X 48 FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGN at 3200 Valley View Boulevard (APN 162-08-410-018), C-1 (Limited Commercial) Zone, Ward 1 (Moncrief). The Planning Commission (6-1 vote) and staff recommend APPROVAL

106. RQR-4669 - PUBLIC HEARING - APPLICANT: DENNIS HANCOCK - OWNER: ZYGMUNT AMARETTI - Required One Year Review of an approved Special Use Permit (SUP-2203) WHICH ALLOWED AN AUTO REPAIR GARAGE, MAJOR AND WAIVERS TO ALLOW MAJOR REPAIR AND SERVICE WORK OUTSIDE OF A ENCLOSED BUILDING, TO ALLOW OUTDOOR HOISTS, AND TO NOT SCREEN DISABLED OR WRECKED VEHICLES FROM SURROUNDING PROPERTIES AND ADJOINING STREETS at 2101 Fremont Street (APN 139-35-804-004), C-2 (General Commercial) Zone, Ward 3 (Reese). Staff recommends DENIAL. The Planning Commission (5-2 vote) recommends APPROVAL

PLANNING & DEVELOPMENT - DISCUSSION

107. RQR-5009 - - PUBLIC HEARING - APPLICANT/OWNER: DECATUR SHOPPING CENTER ASSOCIATES - Required Two-Year Review of an approved Special Use Permit (U-0086-02) FOR A BANQUET FACILITY at 1401 North Decatur Boulevard, Suite 13 (APN 138-25-503-007), C-1 (Limited Commercial) Zone, Ward 1 (Moncrief). Staff recommends APPROVAL

108. SUP-4728 - PUBLIC HEARING - APPLICANT: NEWPORT LOFTS - OWNER: SEEGMILLER PARTNERS, LIMITED LIABILITY COMPANY - Request for a Special Use Permit FOR A PROPOSED MIXED-USE DEVELOPMENT on 0.48 acres at 821, 827, and 829 South Casino Center Boulevard and 205 Hoover Avenue (APN 139-34-410-062, 063, 064, and 065), C-2 (General Commercial) Zone and R-4 (High Density Residential) Zone under Resolution of Intent to C-2 (General Commercial) Zone, Ward 1 (Moncrief). The Planning Commission (5-0 vote) and staff recommend APPROVAL

109. SDR-4727 - PUBLIC HEARING - APPLICANT: NEWPORT LOFTS - OWNER: SEEGMILLER PARTNERS, LIMITED LIABILITY COMPANY - Request for a Site Development Plan Review and a Waiver of Downtown Centennial Plan building setback standards FOR A PROPOSED MIXED-USE DEVELOPMENT CONSISTING OF A 22-STORY BUILDING OF 169 RESIDENTIAL UNITS AND 6,159 SQUARE FEET OF RETAIL on 0.48 acres at 821, 827, and 829 South Casino Center Boulevard and 205 Hoover Avenue (APN 139-34-410-062, 063, 064, and 065), C-2 (General Commercial) Zone and R-4 (High Density Residential) under Resolution of Intent to C-2 (General Commercial) Zone, Ward 1 (Moncrief). The Planning Commission (5-0 vote) and staff recommend APPROVAL. (NOTE: Request is for 23 stories, 168 units)

110. SUP-4592 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: MOUNTAIN VIEW ESTATES - OWNER: JOHN HERDA - Request for a Special Use Permit FOR A 40 FOOT HIGH, 10 FOOT X 40 FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGN at 2744 Highland Drive (APN 162-09-202-001), M (Industrial) Zone, Ward 1 (Moncrief). The Planning Commission (6-0 vote) and staff recommend APPROVAL

111. SUP-4593 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: MOUNTAIN VIEW ESTATES - OWNER: S & K FAMILY TRUST - Request for a Special Use Permit FOR AN OFF-PREMISE ADVERTISING (BILLBOARD) SIGN at 1531 Western Avenue (APN 162-04-605-007), M (Industrial) Zone, Ward 1 (Moncrief). Staff recommends DENIAL. The Planning Commission (6-0 vote) recommends APPROVAL

112. SUP-4594 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: MOUNTAIN VIEW ESTATES - OWNER: SAITTA FAMILY TRUST - Appeal filed by the applicant from the Denial by the Planning Commission of a request for a Special Use Permit FOR A 40 FOOT HIGH, 10 FOOT X 40 FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGN at 2100 South Decatur Boulevard (APN 162-06-301-006), C-2 (General Commercial) Zone, Ward 1 (Moncrief). The Planning Commission (4-2 vote) and staff recommend DENIAL

113. SUP-4807 - PUBLIC HEARING - APPLICANT: ORION OUTDOOR MEDIA - OWNER: G G P IVANHOE II, INC. - Request for a Special Use Permit FOR A 51 FOOT HIGH, 14 FOOT X 48 FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGN at 4300 Meadows Lane (APN 139-31-510-016), C-1 (Limited Commercial) Zone, Ward 1 (Moncrief). The Planning Commission (5-1-1 vote) and staff recommend APPROVAL

114. SUP-4808 - PUBLIC HEARING - APPLICANT: ORION OUTDOOR MEDIA - OWNER: G G P IVANHOE II, INC. - Request for a Special Use Permit FOR A 51 FOOT HIGH, 14 FOOT X 48 FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGN at 4300 Meadows Lane (APN 139-31-510-016), C-1 (Limited Commercial) Zone, Ward 1 (Moncrief). The Planning Commission (5-1-1 vote) and staff recommend APPROVAL

115. SUP-4809 - PUBLIC HEARING - APPLICANT: ORION OUTDOOR MEDIA - OWNER: G G P IVANHOE II, INC. - Request for a Special Use Permit FOR A 40 FOOT HIGH, 14 FOOT X 48 FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGN at 4300 Meadows Lane (APN 139-31-510-016), C-1 (Limited Commercial) Zone, Ward 1 (Moncrief). The Planning Commission (5-1-1 vote) and staff recommend APPROVAL

116. SUP-4811 - PUBLIC HEARING - APPLICANT: LAS VEGAS BILLBOARDS - OWNER: MILTON SCHWARTZ REVOCABLE FAMILY TRUST, ET AL - Request for a Special Use Permit FOR A 40 FOOT HIGH, 12 FOOT X 24 FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGN at 3311 Meade Avenue (APN 162-08-303-004), M (Industrial) Zone, Ward 1 (Moncrief). The Planning Commission (7-0 vote) and staff recommend APPROVAL

PLANNING & DEVELOPMENT - DISCUSSION

117. SUP-4812 - PUBLIC HEARING - APPLICANT: LAS VEGAS BILLBOARDS - OWNER: MILTON SCHWARTZ REVOCABLE FAMILY TRUST, ET AL - Request for a Special Use Permit FOR A 40 FOOT HIGH, 12 FOOT X 24 FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGN at 3542 Sirius Avenue (APN 162-08-303-027), M (Industrial) Zone, Ward 1 (Moncrief). The Planning Commission (7-0 vote) and staff recommend APPROVAL

118. SUP-4822 - PUBLIC HEARING - APPLICANT: ACOSTA ENTERPRISE DBA EL RINCON LATINO - OWNER: SAHARA WESTLAKE ASSOCIATES - Request for a Special Use Permit FOR A LIQUOR ESTABLISHMENT (ON-SALE/OFF-SALE/ ON-OFF-SALE) at 4505 West Sahara Avenue (APN 162-07-101-010), C-1 (Limited Commercial) Zone, Ward 1 (Moncrief). The Planning Commission (7-0 vote) and staff recommend APPROVAL

119. SUP-4844 - PUBLIC HEARING - APPLICANT: JESUS IS THE ANSWER MINISTRIES - OWNER: TIM MEAD AND JULIE OVERMAN - Appeal filed by the Applicant from the Denial by the Planning Commission on a request for a Special Use Permit FOR A TRANSITIONAL LIVING GROUP HOME at 1060 Hart Avenue (APN 139-21-612-043), R-2 (Medium-Low Density Residential) Zone, Ward 5 (Weekly). The Planning Commission (6-1 vote) recommends DENIAL. Staff recommends APPROVAL

120. SUP-4918 - PUBLIC HEARING - APPLICANT/OWNER: COKE MAGGIE, LIMITED LIABILITY COMPANY - Request for a Special Use Permit FOR A PRIVATE STREET on property adjacent to the southwest corner of Coke Street and Horse Drive (APN 125-09-702-001 and 002), U (Undeveloped) Zone [RNP (Rural Neighborhood Preservation) General Plan Designation], Ward 6 (Mack). The Planning Commission (6-0 vote) and staff recommend APPROVAL

121. GPA-4609 - PUBLIC HEARING - APPLICANT: H&GG, LIMITED PARTNERSHIP, DAVID L. MASON REVOCABLE LIVING TRUST AND SHAG'S CAR WASH - OWNER: JAMES SHOUGHRO - Request to Amend the Centennial Hills Interlocal Land Use Plan of the General Plan FROM: ML (MEDIUM-LOW DENSITY RESIDENTIAL) TO: GC (GENERAL COMMERCIAL) on 0.43 acres adjacent to the northeast corner of Sky Pointe Drive and Ranch House Road (APN 125-27-201-004 and 005), C-2 (General Commercial) Zone, Ward 6 (Mack). The Planning Commission (4-2 vote on a motion for approval) failed to obtain a super majority vote; therefore the recommendation is for DENIAL. Staff recommends DENIAL

122. VAR-4671 - PUBLIC HEARING - APPLICANT: H&GG, LIMITED PARTNERSHIP, DAVID L. MASON REVOCABLE LIVING TRUST AND SHAG'S CAR WASH - OWNER: JAMES SHOUGHRO - Request for a Variance TO ALLOW A REAR SETBACK OF 28.9 FEET WHERE RESIDENTIAL ADJACENCY STANDARDS REQUIRE A MINIMUM OF 84.75 FEET IN CONJUNCTION WITH A PROPOSED SELF-SERVICE CAR WASH AND PET WASH on 0.43 acres adjacent to the northeast corner of Sky Pointe Drive and Ranch House Road (APN 125-27-201-004 and 005), C-2 (General Commercial) Zone, Ward 6 (Mack). Staff recommends DENIAL. The Planning Commission (4-2 vote) recommends APPROVAL

123. SDR-4606 - APPLICANT: H&GG, LIMITED PARTNERSHIP, DAVID L. MASON REVOCABLE LIVING TRUST AND SHAG'S CAR WASH - OWNER: JAMES SHOUGHRO - Request for a Site Development Plan Review FOR A SELF SERVE CAR WASH AND PET WASH; A WAIVER OF DISTANCE REQUIREMENT TO ALLOW A TRASH ENCLOSURE TO BE 28 FEET FROM RESIDENTIAL USES WHERE 50 FEET IS REQUIRED and A WAIVER TO REDUCE PERIMETER LANDSCAPING REQUIREMENTS on 0.43 acres adjacent to the northeast corner of Sky Pointe Drive and Ranch House Road (APN 125-27-201-004 and 005), C-2 (General Commercial) Zone, Ward 6 (Mack). Staff recommends DENIAL. The Planning Commission (4-2 vote) recommends APPROVAL

124. GPA-4631 - PUBLIC HEARING - APPLICANT/OWNER: CHARLES H. SHIELDS - Request to amend a portion of the Centennial Hills Interlocal Land Use Plan of the General Plan FROM: R (Rural) TO: O (OFFICE) on 0.96 acres at 7180 West Azure Drive (APN 125-27-503-008), Ward 6 (Mack). The Planning Commission (6-0 vote) and staff recommend DENIAL

125. ZON-4635 - PUBLIC HEARING - APPLICANT/OWNER: CHARLES H. SHIELDS - Request for a Rezoning FROM: R-E (Residence Estates) TO: P-R (Professional Office and Parking) on 0.96 acres at 7180 West Azure Drive (APN 125-27-503-008), Ward 6 (Mack). The Planning Commission (6-0 vote) and staff recommend DENIAL

PLANNING & DEVELOPMENT - DISCUSSION

126. SDR-4638 - PUBLIC HEARING - APPLICANT/OWNERS: CHARLES H. SHIELDS - Request for a Site Development Plan Review for a PROPOSED OFFICE Parking LOT on 0.96 acres at 7180 West Azure Drive (APN 125-27-503-008), R-E (Residence Estates) Zone [PROPOSED: P-R (Professional Office and Parking)], Ward 6 (Mack). The Planning Commission (6-0 vote) and staff recommend DENIAL
127. GPA-4649 - PUBLIC HEARING - APPLICANT/ OWNER: AQUINO BENITO ARMAND, ET AL - Request to amend a portion of the Southwest Sector Plan of the General Plan FROM: PF (PUBLIC FACILITY) TO: ML (MEDIUM-LOW DENSITY RESIDENTIAL) on 2.5 acres adjacent to the northwest corner of Michael Way and Smoke Ranch Road (APN 138-13-403-001), Ward 5 (Weekly). The Planning Commission (7-0 vote) and staff recommend APPROVAL
128. VAR-4648 - PUBLIC HEARING - APPLICANT/ OWNER: AQUINO BENITO ARMAND, ET AL - Request for a Variance TO ALLOW A 2.5 ACRE R-PD SUBDIVISION WHERE 5.0 ACRES IS REQUIRED FOR A 14 UNIT SINGLE FAMILY RESIDENTIAL PLANNED DEVELOPMENT on 2.5 acres adjacent to the northwest corner of Michael Way and Smoke Ranch Road (APN 138-13-403-001), R-E (Residence Estates) Zone, Ward 5 (Weekly). The Planning Commission (7-0 vote) and staff recommend APPROVAL
129. ZON-4646 - APPLICANT/ OWNER: AQUINO BENITO ARMAND, ET AL - Request for a Rezoning FROM: R-E (RESIDENCE ESTATES) TO: R-PD6 (Residential Planned Development - 6 Units per Acre) on 2.5 acres adjacent to the northwest corner of Michael Way and Smoke Ranch Road (APN 138-13-403-001), Ward 5 (Weekly). The Planning Commission (7-0 vote) and staff recommend APPROVAL
130. WVR-4846 - APPLICANT/OWNER: AQUINO BENITO ARMAND, ET AL - Request for a Waiver to Title 18.12.160 TO ALLOW APPROXIMATELY 157 FEET BETWEEN STREET INTERSECTIONS WHERE 220 FEET IS THE MINIMUM DISTANCE SEPARATION REQUIRED AND A WAIVER OF Title 18.12.105 TO ALLOW A PRIVATE DRIVE TO BE 679 FEET WHERE 200 FEET IS THE MAXIMUM LENGTH PERMITTED on 2.5 acres adjacent to the northwest corner of Michael Way and Smoke Ranch Road (APN 138-13-403-001), R-E (Residence Estates) Zone [PROPOSED: R-PD6 (Residential Planned Development - 6 Units per Acre)], Ward 5 (Weekly). The Planning Commission (7-0 vote) and staff recommend APPROVAL
131. SDR-4647 - PUBLIC HEARING - APPLICANT/ OWNER: AQUINO BENITO ARMAND, ET AL - Request for a Site Development Plan Review FOR A 14 UNIT SINGLE FAMILY RESIDENTIAL PLANNED DEVELOPMENT on 2.5 acres adjacent to the northwest corner of Michael Way and Smoke Ranch Road (APN 138-13-403-001), R-E (Residence Estates) Zone [PROPOSED: R-PD6 (Residential Planned Development - 6 Units per Acre)], Ward 5 (Weekly). The Planning Commission (7-0 vote) and staff recommend APPROVAL

SET DATE

132. SET DATE ON ANY APPEALS FILED OR REQUIRED PUBLIC HEARINGS FROM THE CITY PLANNING COMMISSION MEETINGS, CENTENNIAL HILLS ARCHITECTURAL REVIEW COMMITTEE AND DANGEROUS BUILDING OR NUISANCE/LITTER ABATEMENTS

CITIZENS PARTICIPATION

PUBLIC COMMENT DURING THIS PORTION OF THE AGENDA MUST BE LIMITED TO MATTERS WITHIN THE JURISDICTION OF THE CITY COUNCIL. NO SUBJECT MAY BE ACTED UPON BY THE CITY COUNCIL UNLESS THAT SUBJECT IS ON THE AGENDA AND IS SCHEDULED FOR ACTION. IF YOU WISH TO BE HEARD, COME TO THE PODIUM AND GIVE YOUR NAME FOR THE RECORD. THE AMOUNT OF DISCUSSION ON ANY SINGLE SUBJECT, AS WELL AS THE AMOUNT OF TIME ANY SINGLE SPEAKER IS ALLOWED, MAY BE LIMITED

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

City Clerk's Bulletin Board, City Hall Plaza, 2nd Floor Skybridge
Court Clerk's Office Bulletin Board, City Hall Plaza
Las Vegas Library, 833 Las Vegas Boulevard North
Clark County Government Center, 500 S. Grand Central Parkway
Grant Sawyer Building, 555 E. Washington Avenue

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 6, 2004

DEPARTMENT: BUSINESS DEVELOPMENT

DIRECTOR: SCOTT D. ADAMS

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

REPORT FROM REAL ESTATE COMMITTEE - Councilwoman Moncrief and Councilman Wolfson

Approval of a No-Build Easement to be granted by City Parkway IV A, Inc., to 3 Star Auto Body and Paint for land located on Bonanza Road, APN 139-27-401-031 (Gain of \$1,717.60) - Ward 5 (Weekly)

Fiscal Impact:

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

PURPOSE/BACKGROUND:

In consideration of \$1,717.60, City Parkway IV A, Inc., will grant to 3 Star Auto Body and Paint an approximate 20 foot No-Build Easement. The 20 foot No-Build Easement will remove the requirement from the Department of Building & Safety for 3 Star Auto Body and Paint to build a 4-hour firewall. The estimated cost of the 4-hour firewall is \$40,000, in addition to the layoff of employees, loss of revenue and breach of contract liabilities that would result from the need to cease business operations to allow for construction of the firewall.

RECOMMENDATION:

The 10/5/2004 Real Estate Committee and staff recommend approval and authorizing the President of City Parkway IV A, Inc. to execute the Easement and Letter of Agreement to grant the 20 foot No-Build Easement.

BACKUP DOCUMENTATION:

1. Site Map
2. No-Build Easement
3. Letter of Agreement
4. Disclosure of Principals

MOTION:

REESE - APPROVED Items 3-25 and 27-43 - UNANIMOUS with GOODMAN abstaining on Item 31 because he is a personal friend of the Katz Family and MACK abstaining on Items 35 and 36 to avoid any conflict due to his purchasing agreement with Spinnaker Homes

Item 26: STRICKEN under separate action (see individual item)

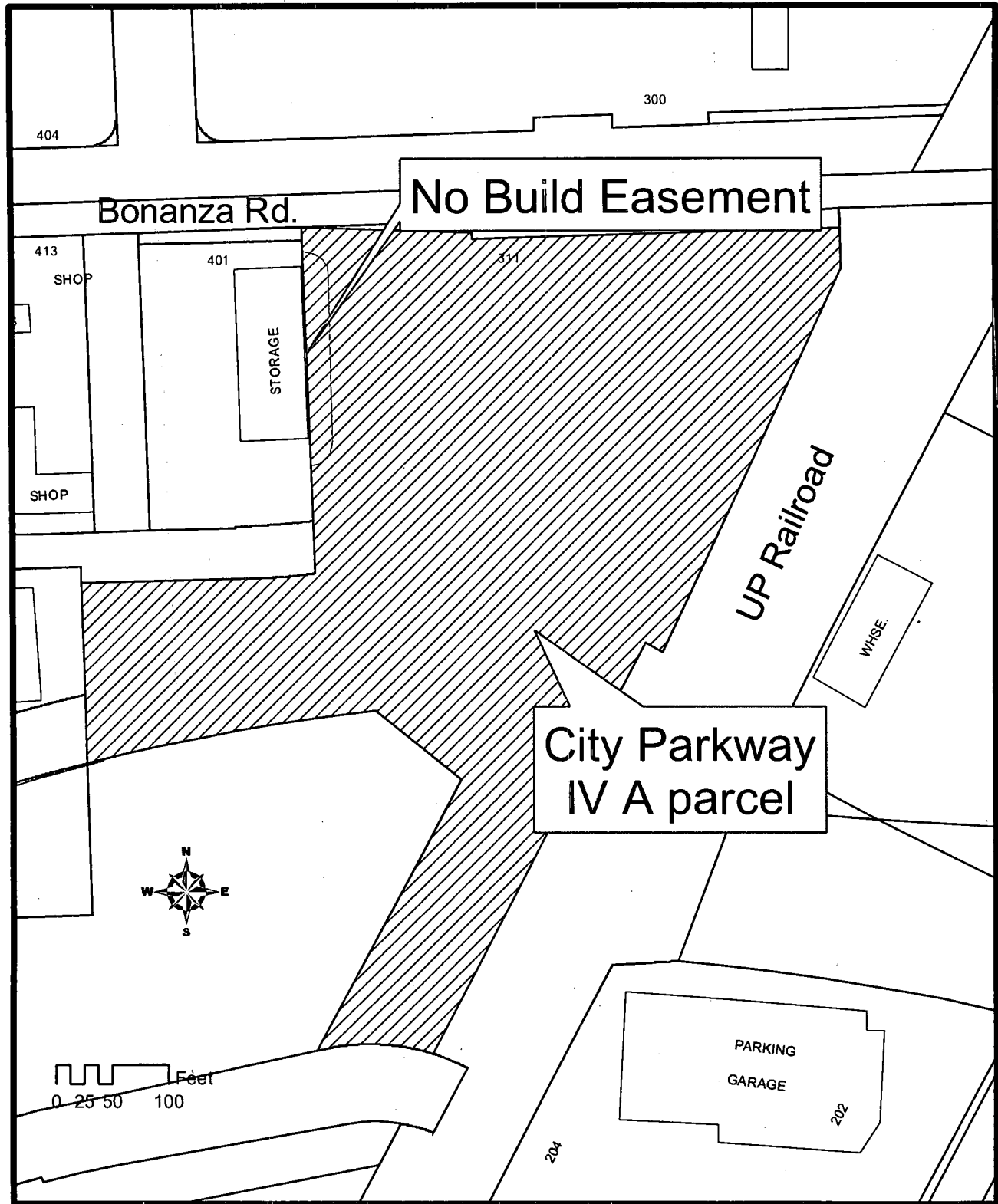
MINUTES:

Under Item 3, COUNCILWOMAN MONCRIEF 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 the City Council approve each item.

(9:28 - 9:30)

1-695

Exhibit "A"



Site Map

(a portion of)

A.P.N. 139-27-401-031

NO- BUILD EASEMENT

THIS INDENTURE OF NO-BUILD EASEMENT, made and entered into by and between:

CITY PARKWAY IV A INC, a Nevada nonprofit corporation

Party of the First Part, hereinafter known as the **GRANTOR**, and 3 STAR AUTO BODY & PAINT, INC., Party of the Second Part, hereinafter known as the **GRANTEE**;

WITNESSETH:

That the **GRANTOR**, for and in consideration of the sum of ONE THOUSAND, SEVEN HUNDRED AND SEVENTEEN AND 60/100 DOLLARS (\$1,717.60), lawful money of the United States, to it in hand paid to the **GRANTOR**, the receipt whereof is hereby acknowledged, does by these presents GRANT and CONVEY, to the **GRANTEE**, its successors and assigns, an approximate 20' NO-BUILD EASEMENT, over, above, and across that certain parcel of land described as follows:

SEE EXHIBIT "A" (legal description) AND EXHIBIT "B" (showing the easement on Parcel 2 thereof)
ATTACHED TO AND BY THIS REFERENCE MADE A PART HEREOF.

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

No buildings, structures (excluding fencing), or trees shall be placed upon, or over said parcel of land, now or hereafter, except that said parcel may be improved and used for surface parking and driveway purposes by the **GRANTOR**. This easement is granted in perpetuity, except that in the event **GRANTEE**'s building on its property, shown as Parcel 1 on Exhibit B, which building is immediately adjacent to said parcel of land, is ever: (i) destroyed or demolished; (ii) no longer used as an auto paint and body repair shop; or (iii) sold by the current owners, this easement shall automatically terminate and be of no further force or effect.

(a portion of)

A.P.N. 139-27-401-031

IN WITNESS WHEREOF, the GRANTOR has executed this instrument this _____ day of _____, 2004.

CITY PARKWAY IV A INC

By: _____
DOUGLAS A. SELBY, PRESIDENT

ATTEST:

STEVEN P. HOUCHENS, SECRETARY

APPROVED AS TO FORM:

Thomas R. Green 9/22/04
DEPUTY CITY ATTORNEY DATE

...
...

(a portion of)

A.P.N. 139-27-401-031

STATE of Nevada)
) ss.
COUNTY of Clark)

On _____, 2004, before me, the undersigned, a **NOTARY PUBLIC**, in
and for said County and State, personally appeared Douglas A. Selby known to me to be the person(s)
described in and who executed the foregoing instrument, and who acknowledged to me that he executed
the same freely and voluntarily and for the uses and purposes herein mentioned.

WITNESS my hand and official seal.

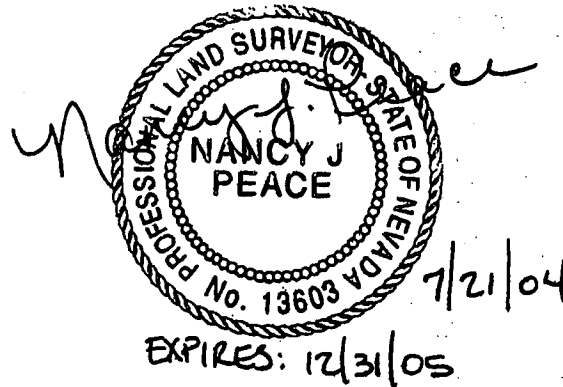
Notary Public

Notary Seal/Stamp

FOR LVVWD USE ONLY

FOR RECORDER'S USE ONLY

Exhibit "A"



JULY 21, 2004
WRITTEN BY: NJP
CHECKED BY: ARR
APN # 139-27-401-031
(PAGE 1 OF 2)

EXPLANATION:

THIS LEGAL DESCRIPTION DESCRIBES A STRIP OF LAND GENERALLY LOCATED SOUTHEAST OF "D" STREET AND BONANZA ROAD FOR A 20' WIDE NO BUILD EASEMENT.

**LEGAL DESCRIPTION
20' WIDE NO BUILD EASEMENT**

BEING A PORTION OF PARCEL 2 OF THAT PARCEL MAP ON FILE IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA, IN FILE 99 OF PARCEL MAPS, AT PAGE 68, LYING WITHIN THE SOUTH HALF (S ½) OF THE SOUTHWEST QUARTER (SW ¼) OF SECTION 27, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHERLY, NORTHWEST CORNER OF SAID PARCEL 2, BEING A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF BONANZA ROAD; THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE SOUTH 01°42'05" EAST, ALONG THE WESTERLY LINE OF SAID PARCEL 2, A DISTANCE OF 21.33 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 20.00 FEET, A RADIAL LINE TO SAID BEGINNING BEARS NORTH 01°42'05" WEST, SAID POINT ALSO BEING THE POINT OF BEGINNING,

THENCE SOUTHEASTERLY 31.42 FEET, DEPARTING THE BOUNDARY LINE OF SAID PARCEL 2, ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00"; THENCE SOUTH 01°42'05" EAST, 149.40 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 20.00 FEET; THENCE SOUTHWESTERLY 31.42 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00" RETURNING TO THE BOUNDARY LINE OF SAID PARCEL 2;

**LEGAL DESCRIPTION CONTINUED
(PAGE 2 OF 2)**

**THENCE NORTH 01°42'05" WEST, 189.41 FEET ALONG SAID BOUNDARY LINE TO
THE POINT OF BEGINNING.**

CONTAINING 3,616 SQUARE FEET, MORE OR LESS.

BASIS OF BEARINGS:

**NORTH 01°42'05" WEST, BEING THE BEARING OF THE WEST LINE OF PARCEL 2, AS
SHOWN ON THAT PARCEL MAP ON FILE IN THE OFFICE OF THE COUNTY
RECORDER, CLARK COUNTY, NEVADA, IN FILE 99 OF PARCEL MAPS, AT PAGE 68.**

END OF DESCRIPTION.

FILE NAME: 401 BONANZA.DOC

Exhibit "B"

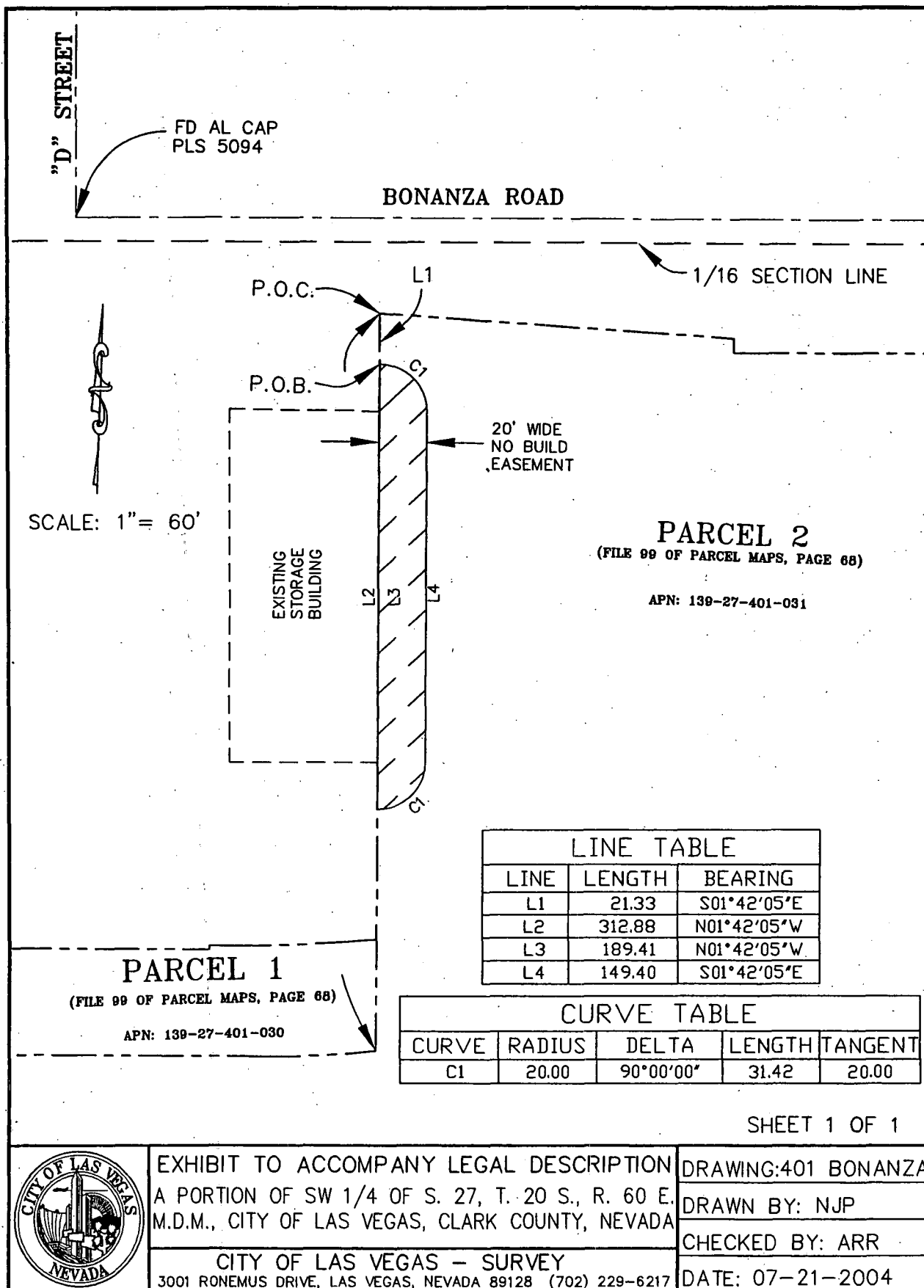


EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION
A PORTION OF SW 1/4 OF S. 27, T. 20 S., R. 60 E.
M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA

CITY OF LAS VEGAS - SURVEY
3001 RONEMUS DRIVE, LAS VEGAS, NEVADA 89128 (702) 229-6217

DRAWING: 401 BONANZA
DRAWN BY: NJP
CHECKED BY: ARR
DATE: 07-21-2004

CITY PARKWAY IV A, INC.
400 STEWART AVE., 2ND FLOOR
LAS VEGAS, NEVADA 89101

September 22, 2004

3 STAR AUTO Body & Paint, Inc.
Attn: Ben Peralta Sr., President
401 W. Bonanza Road
Las Vegas, NV 89106

**LETTER OF AGREEMENT REGARDING A NO BUILD EASEMENT ON A
PORTION OF APN 139-27-401-031**

WHEREAS, AN INDENTURE REGARDING A NO-BUILD EASEMENT, has been made and entered into by and between:

CITY PARKWAY IV A, INC., a nonprofit corporation of the State of Nevada, Party of the First Part, hereinafter known as the GRANTOR, and 3 STAR AUTO BODY & PAINT, INC., Party of the Second Part, hereinafter known as the GRANTEE.

WHEREAS the GRANTOR is the owner of that certain parcel of real property situated in Clark County, Nevada, described on Exhibits "A" and "B" attached to and by this reference made a part hereof (hereinafter referred to as the Property), and

WHEREAS, the GRANTOR, for and in consideration of the sum of ONE THOUSAND, SEVEN HUNDRED AND SEVENTEEN AND 60/100 DOLLARS (\$1,717.60), lawful money of the United States, to it in hand paid to the GRANTOR, the receipt whereof is hereby acknowledged, does by these presents GRANT and CONVEY to the GRANTEE, its successors and assigns, an approximate 20' NO-BUILD EASEMENT over, above, and across that certain parcel of land described on Exhibits "A" and "B", and

The GRANTOR and GRANTEE agree to the following terms:

1. No buildings, structures (excluding fencing), or trees shall be placed upon, or over said parcel of land, now or hereafter, except that said parcel may be improved and used by the GRANTOR for surface parking and driveway purposes. This easement is granted in perpetuity, except that in the event GRANTEE's building on its property depicted as Parcel 1 of Exhibit B, which building is immediately adjacent to said parcel of land, is ever: (i) destroyed or demolished; (ii) no longer used as an auto paint and body repair shop; or (iii) sold by the current owners, this easement shall automatically terminate and be of no further force or effect.

2. In exchange for this easement, GRANTEE shall provide payment of ONE THOUSAND, SEVEN HUNDRED AND SEVENTEEN AND 60/100 DOLLARS (\$1,717.60), to be paid in advance to the City of Las Vegas upon the full execution of the agreement.

Letter of Agreement with 3 STAR AUTO
September 22, 2004

3. This contract to be operative and effective only upon acceptance by GRANTOR and GRANTEE. Any changes whatsoever must be approved by both parties in writing; This contract shall survive the recording of the easement itself.

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

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

Copies to: Public Works/Real Estate
Attn: Manager
400 Stewart Avenue, 4th Floor
Las Vegas, Nevada 89101

If to the GRANTEE: 3 STAR AUTO Body & Paint, Inc.
401 W. Bonanza Road
Las Vegas, NV 89106

5. GRANTEE agrees to indemnify, defend and hold the GRANTOR its officers, employees and agents harmless from any and all claims, damages, actions, losses, judgments, attorney fees and court costs which arise out of, or result from, the acts or omission, negligent or otherwise, on the part of GRANTEE, its officers, employees or agents in connection with GRANTEE'S performance of its obligation under this Letter of Agreement.

Accepted and Agreed to:

CITY PARKWAY IV A, INC.

3 STAR AUTO Body & Paint, Inc.

By _____
Douglas A. Selby, President

By Ben O. Peralta
Ben O. Peralta, President

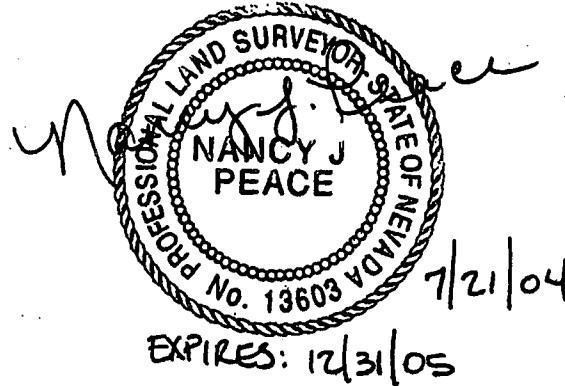
Date _____

Date 9-22-04

APPROVED AS TO FORM:

By Thomas R. Green
Deputy City Attorney, Date

Exhibit "A"



JULY 21, 2004
WRITTEN BY: NJP
CHECKED BY: ARR
APN # 139-27-401-031
(PAGE 1 OF 2)

EXPLANATION:

THIS LEGAL DESCRIPTION DESCRIBES A STRIP OF LAND GENERALLY LOCATED SOUTHEAST OF "D" STREET AND BONANZA ROAD FOR A 20' WIDE NO BUILD EASEMENT.

**LEGAL DESCRIPTION
20' WIDE NO BUILD EASEMENT**

BEING A PORTION OF PARCEL 2 OF THAT PARCEL MAP ON FILE IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA, IN FILE 99 OF PARCEL MAPS, AT PAGE 68, LYING WITHIN THE SOUTH HALF (S ½) OF THE SOUTHWEST QUARTER (SW ¼) OF SECTION 27, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHERLY, NORTHWEST CORNER OF SAID PARCEL 2, BEING A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF BONANZA ROAD; THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE SOUTH 01°42'05" EAST, ALONG THE WESTERLY LINE OF SAID PARCEL 2, A DISTANCE OF 21.33 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 20.00 FEET, A RADIAL LINE TO SAID BEGINNING BEARS NORTH 01°42'05" WEST, SAID POINT ALSO BEING THE POINT OF BEGINNING,

THENCE SOUTHEASTERLY 31.42 FEET, DEPARTING THE BOUNDARY LINE OF SAID PARCEL 2, ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00"; THENCE SOUTH 01°42'05" EAST, 149.40 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 20.00 FEET; THENCE SOUTHWESTERLY 31.42 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00" RETURNING TO THE BOUNDARY LINE OF SAID PARCEL 2;

**LEGAL DESCRIPTION CONTINUED
(PAGE 2 OF 2)**

**THENCE NORTH 01°42'05" WEST, 189.41 FEET ALONG SAID BOUNDARY LINE TO
THE POINT OF BEGINNING.**

CONTAINING 3,616 SQUARE FEET, MORE OR LESS.

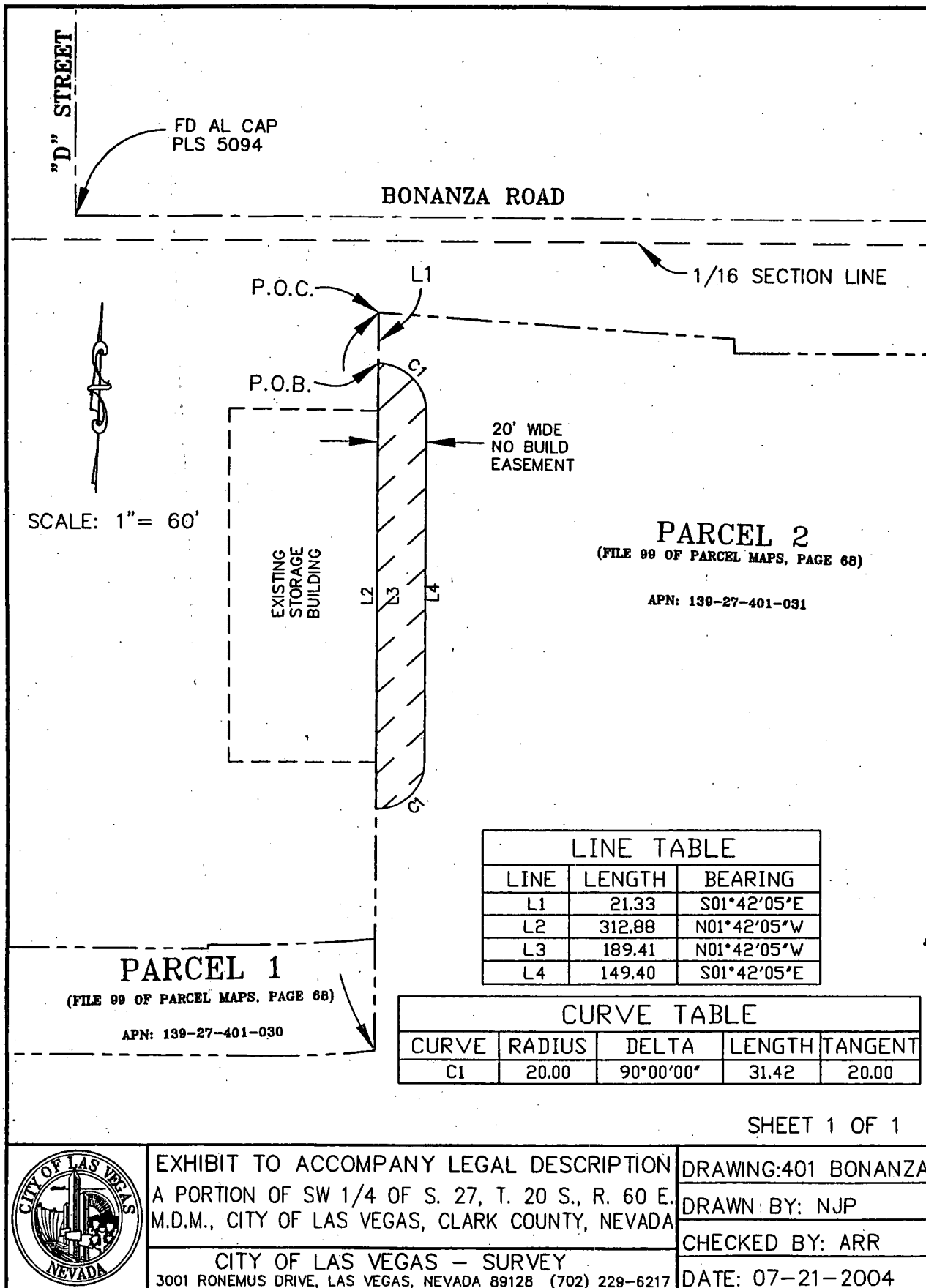
BASIS OF BEARINGS:

**NORTH 01°42'05" WEST, BEING THE BEARING OF THE WEST LINE OF PARCEL 2, AS
SHOWN ON THAT PARCEL MAP ON FILE IN THE OFFICE OF THE COUNTY
RECORDER, CLARK COUNTY, NEVADA, IN FILE 99 OF PARCEL MAPS, AT PAGE 68.**

END OF DESCRIPTION.

FILE NAME: 401 BONANZA.DOC

Exhibit "B"



SCALE: 1" = 60'

PARCEL 2
(FILE 99 OF PARCEL MAPS, PAGE 68)

APN: 139-27-401-031

PARCEL 1
(FILE 99 OF PARCEL MAPS, PAGE 68)

APN: 139-27-401-030

LINE TABLE

LINE	LENGTH	BEARING
L1	21.33	S01°42'05"E
L2	312.88	N01°42'05"W
L3	189.41	N01°42'05"W
L4	149.40	S01°42'05"E

CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH	TANGENT
C1	20.00	90°00'00"	31.42	20.00

SHEET 1 OF 1



EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION
A PORTION OF SW 1/4 OF S. 27, T. 20 S., R. 60 E.
M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA

CITY OF LAS VEGAS - SURVEY
3001 RONEMUS DRIVE, LAS VEGAS, NEVADA 89128 (702) 229-6217

DRAWING: 401 BONANZA

DRAWN BY: NJP

CHECKED BY: ARR

DATE: 07-21-2004

FORM 1: DISCLOSURE OF PRINCIPALS

The principals and partners of 3 Star Auto Body and Paint and all persons and entities holding more than 1% (one percent) interest in 3 Star Auto Body and Paint Or any principal of 3 Star Auto Body and Paint are the following:

	<u>FULL NAME</u>	<u>BUSINESS ADDRESS</u>	<u>BUSINESS PHONE</u>
1.	<u>Ben O. Peralta</u>	<u>401 W. Bonanza Rd., LV, NV</u>	<u>702-798-8828</u>
2.	<u>Ann M. Peralta</u>	<u>401 W. Bonanza Rd., LV, NV</u>	<u>702-798-8828</u>
3.	<u>Ben C. Peralta</u>	<u>401 W. Bonanza Rd., LV, NV</u>	<u>702-798-8828</u>
4.	<u>James L. Peralta</u>	<u>401 W. Bonanza Rd., LV, NV</u>	<u>702-798-8828</u>
5.	_____	_____	_____
6.	_____	_____	_____
7.	_____	_____	_____
8.	_____	_____	_____
9.	_____	_____	_____
10.	_____	_____	_____

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

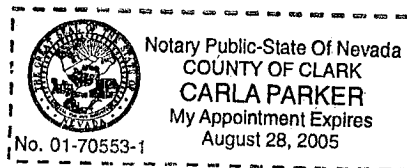
By: Ben O. Peralta

Ben O. Peralta

Its: President

Subscribed and sworn to before me this
Sept day of 2004, 2004.

Carla Parker
Notary Public



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 6, 2004

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD GOECKE

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

REPORT FROM REAL ESTATE COMMITTEE - Councilwoman Moncrief and Councilman Wolfson

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 Robert Wayne Roshto II for real property located at 324 North 7th Street, APN 139-34-512-051 (\$295,000 plus closing costs - City Facilities Capital Project Fund) - Ward 5 (Weekly)

Fiscal Impact:

☐	No Impact	Amount:	\$295,000.00
☒	Budget Funds Available	Dept./Division:	Public Works/Real Estate
☐	Augmentation Required	Funding Source:	City Facilities Capital Project Fund

PURPOSE/BACKGROUND:

The City of Las Vegas wish to purchase this property in accordance with the City Hall East Tower Project.

RECOMMENDATION:

The 10/5/2004 Real Estate Committee and staff recommend approval

BACKUP DOCUMENTATION:

Agreement for the Purchase and Sale of Real Property

MOTION:

REESE - APPROVED Items 3-25 and 27-43 - UNANIMOUS with GOODMAN abstaining on Item 31 because he is a personal friend of the Katz Family and MACK abstaining on Items 35 and 36 to avoid any conflict due to his purchasing agreement with Spinnaker Homes

Item 26: STRICKEN under separate action (see individual item)

MINUTES:

Under Item 3, COUNCILWOMAN MONCRIEF 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 the City Council approve each item.

(9:28 - 9:30)

1-695

**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 3rd day of September 2004, by and between Priority One Commercial and /or nominee ("Buyer") and Robert Wayne Roshto II or nominee (hereinafter referred to as "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 1,279 sq. ft. Residential Duplex resides and a 1,279 Single Family resides. The property is located at 324 N. 7th Street, Las Vegas Nevada 89101. A Site Plan of the Property depicting the site is attached hereto as Exhibit "A".

B. Seller has represented to Buyer that the parcel # 139-34-512-051 is currently zoned R-4 and is 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".

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.

Purchase and Sale. The purchase price to be paid for Property and the improvements shall be TWO HUNDRED NINETY FIVE THOUSAND DOLLARS and no/100 Dollars (\$295,000.00), all cash. Said sum shall be paid as follows:

(A.) Buyer shall deposit Ten Thousand dollars 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.

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

(C.) Prior to close of escrow, Buyer shall deposit the balance of the purchase price, TWO HUNDRED EIGHTY FIVE THOUSAND and no/100 DOLLARS (\$285,000.00).

(D.) 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 Michelle Robbins 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) Escrow shall sixty days (60) days, from the expiration date 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.

(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 thirty (30) days 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. *Buyer to review any lease agreements.

(B) The above contingency in Paragraph 3 (a) is 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, 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.

- A. * The Seller has agreed to give copies of all utilities bills and trash bills that Seller pays, or for any of the tenants within the building so the proper accounts may be disconnected, discontinued, or transferred to Seller at closing.
- B. *The Buyer has agreed to let Seller take refrigerator, stove and washer and dryer at the close of escrow.
- C. * The Buyer has agreed to let existing Tenant's stay in front duplex and a separate agreement between buyer and Tenant shall be made prior to closing of escrow.

4. Offer Expiration. This offer will remain open until September 10, 2004 from receipt of this offer, at that time this offer shall be deemed revoked and the above earnest money shall be returned to Buyer's account herein on demand.

5. Broker Commissions/Disclosure. 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 Nevada 89103, who shall be paid through escrow a commission by Seller of 4% 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 desired 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 served 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: Robert Wayne Roshto II
324 N. 7th Street
Las Vegas NV 89101-3024

To Buyer: Priority One Commercial
Attn: Cynthia Inman
4560 S. Decatur Blvd. Suite 202
Las Vegas, NV 89103
(702) 228-7464
(702) 228-7156

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

The undersigned Buyer, offers and agrees to purchase the Property on the terms and conditions herein stated and acknowledges receipt of a copy of this Agreement.

Date: September 3, 2004 Time 11:55AM

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

By:

Its:

ACCEPTANCE OF OFFER TO PURCHASE

The undersigned Seller accepts the foregoing offer to purchase and agrees to sell the Property described above, on the terms and conditions stated herein, and acknowledges receipt of copy of this Agreement.

Date: Time

am/pm

9-3-04

4:00

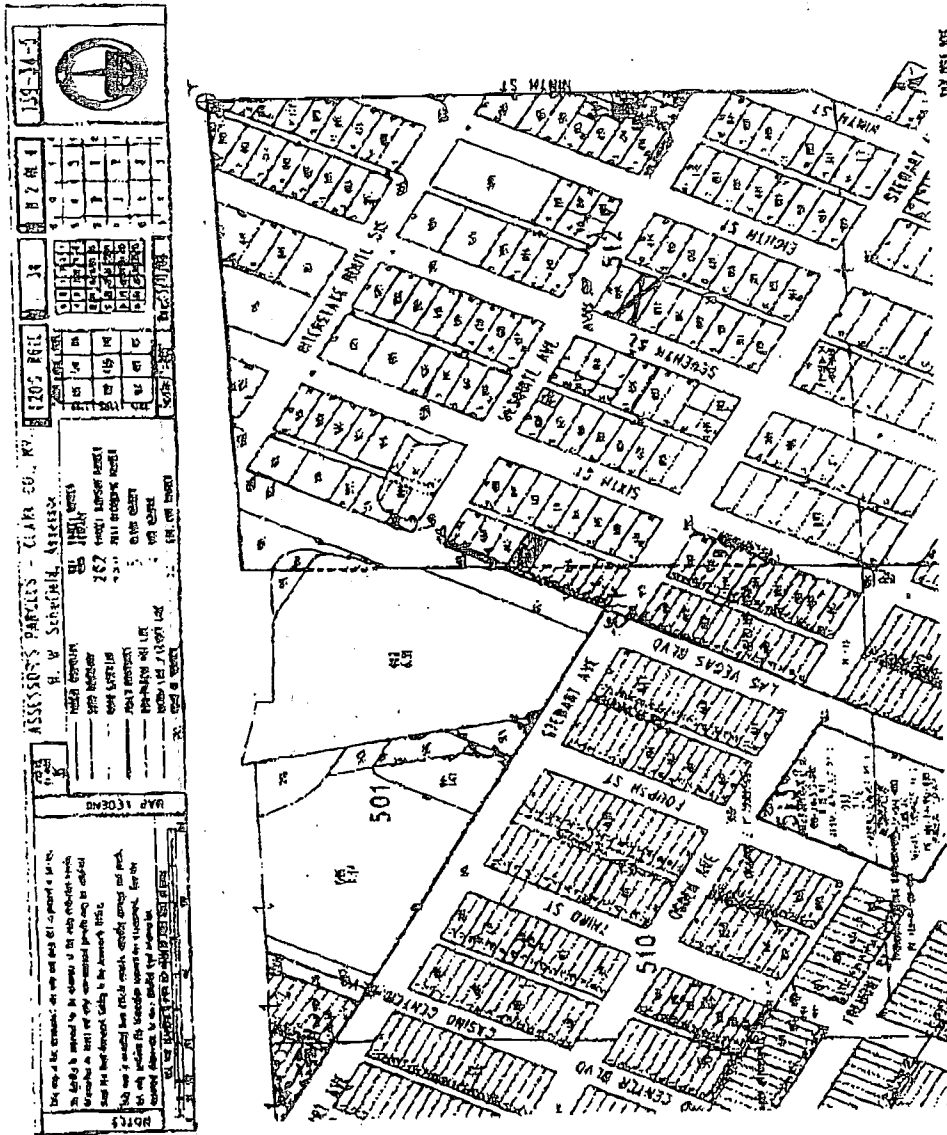
Seller:

By:

Its:

WHEN PROPERLY COMPLETED, THIS IS A BINDING CONTRACT, IF NOT FULLY UNDERSTAND,
SEEK COMPETENT COUNSEL.

SITE MAP



DUTIES OWED BY A NEVADA REAL ESTATE LICENSEE

In Nevada, a real estate licensee can (1) act for only one party to a real estate transaction, (2) act for more than one party to a real estate transaction with written consent of each party, or (3) act as a broker, assign different licensees affiliated with the broker's company to separate parties to a real estate transaction. A licensee, acting as an agent, must act in one of the above capacities in every real estate transaction. This form is used for a lease, the term Seller shall mean Landlord/ Lessor and the term Buyer means Tenant/ Lessee.

LICENSEE: The licensee in the real estate transaction is David Inman ("Licensee") whose license number is 28621. The Licensee acting for Buyer.

BROKER: The broker in the real estate transaction is Julie M. Collins whose license number is 24991. (Broker) whose company is Priority One Commercial ("Company").

A NEVADA REAL ESTATE LICENSEE IN A REAL ESTATE TRANSACTION SHALL:

1. Disclose to each party to the real estate transaction as soon as is practicable:
 - (a) Any material and relevant facts, data or information which Licensee knows, or which by the exercise of reasonable care and diligence Licensee should have known, relating to the property which is the subject of the real estate transaction.
 - (b) Each source from which Licensee will receive compensation as a result of the transaction.
 - (c) That Licensee is a principal to the transaction or has interest in a principal to the transaction.
 - (d) Any changes in Licensee's relationship to a party to the real estate transaction.
2. Disclose, if applicable, that Licensee is acting for more than one party to the transaction. Upon making such a disclosure the Licensee must obtain the written consent of each party to the transaction for whom Licensee is acting before Licensee may continue to act as Licensee's property as an agent.
3. Exercise reasonable skill and care with respect to all parties to the real estate transaction.
4. Provide to each party to the real estate transaction this form.
5. Not disclose, except to the Broker, confidential information relating to a client.
6. Exercise reasonable skill and care to carry out the terms of the brokerage agreement and to carry out Licensee's duties pursuant to the terms of the brokerage agreement.
7. Not disclose confidential information relating to a client for 1 year after the revocation or termination of the brokerage agreement, unless Licensee is required to do so by order of the court. Confidential information includes, but is not limited to the client's motivation to purchase, sell or trade and other information of a personal nature.
8. Promote the interest of his client by:
 - (a) Seeking a sale, lease or property at the price and terms stated in the brokerage agreement or at a price acceptable to the client.
 - (b) Presenting all offers made to or by the client as soon as is practicable.
 - (c) Disclosing to the client material facts of which the licensee has knowledge concerning the transaction.
 - (d) Advising the client to obtain advice from an expert relating to matters which are beyond the expertise of the licensee.
 - (e) Accounting for all money and property licensee receives in which the client may have an interest as soon as is practicable.
9. Not deal with any party to a real estate transaction in a manner which is deceitful, fraudulent or dishonest.
10. Agree to all duties, responsibilities and obligations required of Licensee in chapters 119, 118A, 119B 649, 645A and 645C of the NRS.

I/we acknowledge receipt of a copy of this list of licensee duties, and have read and understand this disclosure

<u>Julie M. Collins</u> Seller/Landlord	Date <u>9-08-04</u> Time <u>8:30pm</u>	<u>David Inman</u> Buyer/Tenant	Date <u>9-04-04</u> Time <u>5pm</u>
Seller/Landlord	Date _____ Time _____	Buyer/Tenant	Date _____ Time _____

CONFIRMATION REGARDING REAL ESTATE AGENT RELATIONSHIP

This form does not constitute a contract for services

Property Address: 324 No 7th Street, Las Vegas, NV

In the event any party to the real estate transaction is also represented by another licensee who is affiliated with the same Company, the Broker may assign a licensee to act for each party, respectively. As set forth within the Duties Owed form, no confidential information will be disclosed. This is ☐ is not ☒ such a transaction.

I/we confirm the duties of a real estate licensee of which has been presented and explained to me/us.

My/Our representative's relationship is:

<u>N/A</u> is the AGENT of ☐ Buyer Exclusively ☒ Both Buyer & Seller ☐ Neither Exclusively	<u>David Inman</u> is the AGENT of ☒ Buyer Exclusively ☐ Both Buyer & Seller ☐ Seller Exclusively
---	--

1. IF LICENSEE IS ACTING FOR MORE THAN ONE PARTY IN THIS TRANSACTION, you will be provided a separate Ack Form for your review, consideration and approval or rejection. A licensee can legally represent both the Lessor and Lessee in a transaction but ONLY with the knowledge and written consent of BOTH the Lessor and Lessee.
2. A Licensee, who is acting for the Lessor exclusively, is not representing the Lessee and has no duty to advocate or negotiate for the Lessee, who has no duty to advocate or negotiate for the Lessor.
3. A licensee, who is acting for the Lessee exclusively, is not representing the Lessor and has no duty to advocate or negotiate for the Lessor.

PRIORITY ONE COMMERCIAL Seller/Landlord's Company By <u>Julie M. Collins</u> Date <u>9-08-04</u> Time <u>8:30</u> <u>Julie M. Collins</u> Seller/Landlord Date _____ Time _____ Seller/Landlord Date _____ Time _____	PRIORITY ONE COMMERCIAL Buyer/Tenant's Company By <u>David Inman</u> Date <u>9-04-04</u> Time <u>5pm</u> <u>David Inman</u> Buyer/Tenant Date _____ Time _____ Buyer/Tenant Date _____ Time _____
---	---

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 6, 2004

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD GOECKE

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

REPORT FROM REAL ESTATE COMMITTEE - Councilwoman Moncrief and Councilman Wolfson

Approval of an Amended and Restated Interlocal Agreement between the City of Las Vegas (CLV) and the Clark County Library District (District) to sublet seven acres of City leased land from the Bureau of Land Management (BLM) to the District as a library facility located at the northwest corner of Rome Boulevard and Buffalo Drive, APN 125-21-701-011 - Ward 6 (Mack)

Fiscal Impact:

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

PURPOSE/BACKGROUND:

CLV and District wish to amend the 12/18/02 Interlocal Agreement to permit the transfer of library sites across Deer Springs Way adjacent to the existing site. The District will relinquish existing site and CLV will grant a Use and Occupancy Permit for the alternative site to District subject to BLM's approval. CLV will expand the Northwest boundary of the alternate site to increase the size to 7 acres. CLV will submit proposed Kyle Canyon library plans to BLM. The term is 50 years with a 49-year renewal option.

RECOMMENDATION:

The 10/5/2004 Real Estate Committee and staff recommend approval

BACKUP DOCUMENTATION:

1. Amended and Restated Interlocal Agreement
2. Interlocal Agreement

MOTION:

REESE - APPROVED Items 3-25 and 27-43 - UNANIMOUS with GOODMAN abstaining on Item 31 because he is a personal friend of the Katz Family and MACK abstaining on Items 35 and 36 to avoid any conflict due to his purchasing agreement with Spinnaker Homes

Item 26: STRICKEN under separate action (see individual item)

MINUTES:

Under Item 3, COUNCILWOMAN MONCRIEF 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 the City Council approve each item.

(9:28 - 9:30)

1-695

**AMENDED AND RESTATED INTERLOCAL AGREEMENT TO
SUBLET SEVEN ACRES AS A LIBRARY FACILITY**

THIS AGREEMENT (the "Agreement") made and entered into this ____ day of _____, 2004, by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada ("City"), and the LAS VEGAS-CLARK COUNTY LIBRARY DISTRICT, a political subdivision of the State of Nevada, hereinafter called "District,"

WITNESSETH:

WHEREAS, On December 18, 2002, City and District (collectively the "Parties") entered into the *Interlocal Agreement To Sublet Seven Acres As A Library Facility* (the "Original Agreement") to establish a library for the public in the northwest area of the Las Vegas Valley; and

WHEREAS, subsequent to entering into the Original Agreement, the City notified the District of the City's desire to expand the design of the proposed leisure center and in order to do so, City would need to encroach on the seven (7) acre library site. The City requested that the District consider an alternative site for the library within the City's master development plan for Centennial Hills Park; and

WHEREAS, the District has conducted a thorough analysis of the merits of the proposed alternative site and obtained the *Deer Springs Library Site Proposed Transfer Evaluation* (the "Transfer Evaluation") from its consultant, RAFI: Planning, Architecture and Urban Design, in order to analyze the proposed transfer of the library site set forth in the Original Agreement (the "Existing Site") to the alternative site across Deer Springs Parkway adjacent to the Existing Site (the "Alternative Site"), all as shown on Plate 8 of the Transfer Evaluation; and included herein as Exhibit A; and

WHEREAS, the Parties desire to transfer and exchange the library site set forth in the Original Agreement from the Existing Site, to the Alternative Site as shown on Plate 8 of the Transfer Evaluation, on the terms and conditions set forth in this Agreement and included herein as Exhibit A; and

WHEREAS, the Parties have the authority to enter into Interlocal Agreements pursuant to NRS 277.

NOW, THEREFORE, in consideration of the premises, it is agreed by and between the Parties hereto that the Original Agreement be amended and restated as follows:

I

TRANSFER OF LIBRARY SITES

District hereby relinquishes all of its rights in the Existing Site to the City, and City hereby grants a use and occupancy permit for the Alternative Site to the District, subject to approval by the authorized officer of the United States Bureau of Land Management ("BLM"). District shall use the Alternative Site for the purpose of establishing thereon a facility which will consist of a public library and related activities. City shall expand the northwest boundary of the Alternative Site to increase the net acreage of the Alternative Site to 7-acres.

II

CONSIDERATION

As additional consideration for the transfer of sites, City has included in its submission to BLM for the provision of public lands needed in the Kyle Canyon Gateway Area, a request for 5-acres for an additional library site in such area once the entire area of approximately 1755-acres is auctioned for private development. City shall continue to maintain such 5-acre request in its submissions to BLM concerning the Kyle Canyon Gateway Area, and shall take such reasonable measures to secure such parcel for the District as City is taking to secure the other lands in such area for City and School purposes. City shall keep District informed at all times concerning the acquisition of such 5-acre parcel for the District for library purposes.

III

DURATION

The term of this Agreement shall be fifty (50) years, commencing upon the execution hereof and extending to and including the ____ day of _____, 2054 ("Termination Date"), whereupon all rights and interests enjoyed by District pursuant to the terms hereof shall also cease and be relinquished to City, except as is otherwise provided in Paragraph IV hereof.

Should District have constructed and paid for any improvements on the Alternative Site which are still utilized on the Termination Date of said Lease, City and District shall determine a fair market value for said improvements and upon payment by City to District, title to said improvements shall pass to City. In such event, District shall maintain its rights to the 5-acre library parcel described in Section II above.

IV

OPTION TO RENEW

It is understood and agreed that at the end of said fifty (50) year term, District shall have the option to renew this Agreement upon the same terms and conditions as set forth herein for an additional period of forty-nine (49) years from the Termination Date of said term; provided, however, that District shall give City written notice of its intention to exercise said option at least one hundred and twenty (120) days prior to the expiration of said term.

V

MAINTENANCE AND REPAIRS

District shall, at all times during the existence of this Agreement and at its own cost and expense, repair and maintain, in a good, safe and substantial condition all of the improvements which District constructs on or in the Alternative Site.

VI

INDEMNIFICATION

A. Subject to the limitations of liability set forth in NRS Chapter 41, District agrees to indemnify and save City, its officers, agents and employees, harmless from and against any and all liability, loss, damage, cost, claims, liens, judgments or demands of any kind whatsoever which it or they may incur, suffer or be required to pay by reason of death, disease or bodily injury which results to any person, or of injury or damage to or destruction or loss of any property, which may arise as a result of the construction or existence of the improvements which District constructs upon the Alternative Site, the use or occupancy of the Alternative Site or of said improvements by District or by its officers, agents, employees or contractors.

B. Subject to the limitations of liability set forth in NRS Chapter 41, City agrees to indemnify and save District, its officers, agents and employees, harmless from and against any and all liability, loss, damage, cost, claims, liens, judgments or demands of any kind whatsoever which it or they may incur, suffer or be required to pay by reason of death, disease or bodily injury which results to any person, or of injury or damage to or destruction or loss of any property, which may arise as a result of the construction or existence of the improvements which City constructs upon the other property surrounding the Alternative Site, the use or occupancy of such other property or of said improvements by City or by its officers, agents, employees or contractors.

VII

INSURANCE

A. Prior to its occupancy of the Alternative Site, District shall, at its sole cost and expense, obtain and thereafter, at all times during which this Agreement is in force and effect, maintain bodily liability insurance covering the Alternative Site and any and all improvements thereon 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.

B. Within five (5) days after District serves the notice which is provided for in paragraph XII hereof that it intends to occupy the Alternative Site, and as a condition to this Agreement's continuing in force and effect, District 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 District. 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.

VIII IMPROVEMENTS

District agrees to construct improvements on the Alternative Site for the purpose of establishing a facility to house a library and associated parking for library purposes all of which shall be designed and constructed in conformance with all building codes and City ordinances in effect within the corporate boundaries of City (collectively the "City Code"), and to provide the City with notification of its intent to build a minimum of 120 days prior to construction. District further agrees to install and maintain, at its sole cost and expense all of the necessary connections to public utility lines pursuant to Section 14, Paragraph B and to pay all of the expenses incurred in the use of said utilities.

IX NOTICES

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

CITY	Real Estate & Asset Management City of Las Vegas 400 Stewart, 4 th Floor Las Vegas, NV 89101 Telephone (702) 229-1020
------	--

DISTRICT	Executive Director Las Vegas-Clark County Library 833 Las Vegas Boulevard North Las Vegas, Nevada 89101 Telephone (702) 507-3610
----------	--

X ASSIGNMENT AND SUBLEASE

District hereby agrees not to assign or sublet any of its rights or duties hereunder or to sublet the Alternative Site or any portion thereof, except to another subsequent governmental entity with the consent of the City. Any assignment or sublease contrary to the provisions of this Paragraph X shall be null and void and such Alternative Site shall revert back to the City.

XI
LAWS AND REGULATION

District shall keep and maintain the Alternative Site in a clean and healthful condition and in compliance with all existing or hereafter enacted laws, statutes, ordinances, order, rules and regulations (federal, state, municipal or other governmental agencies which have jurisdiction over the Alternative Site or of the activities contemplated hereby) during the existence of this Agreement.

XII
COMMENCEMENT OF RIGHT TO OCCUPY

District may occupy the Alternative Site, for the purpose of planning the construction of the improvements which are provided for in paragraph VIII above and for all other purposes, on the date which is stated in a written notice served upon City at ten (10) days prior to the intended date of occupancy. District shall also provide the notice of construction required by Section VIII above.

XIII
JOINT PLANNING

A. Parties hereto shall jointly agree in the development of the Master Plan for Centennial Hills Park (the "Park") of which the Alternative Site is a portion. To effectuate this intent, each Party shall have a representative of its own choosing on the other Party's design team. The Parties shall use the Transfer Evaluation in the planning and design of the overall Centennial Hills Park. The ultimate design and construction of the Park shall be governed by the City Code.

B. Each Party herein agrees to develop sufficient independent parking required for its facilities developed within the Park.

C. City agrees to help effectuate a pedestrian walkway connecting District facilities with those of City. This Agreement, however, recognizes that District's and City's primary parking shall be distinct and separate from each other and the traffic plan for ingress and egress shall take into account said parking and access thereto.

D. Within 120 days upon receipt of request by District, or as requested by City, and approved by District within 120 days upon receipt of City's request, City shall provide required fill and perform the rough grading of the Alternative Site pursuant to the Park drainage study and to achieve the grades shown on Plate 15 of the Transfer Evaluation, included herein as Exhibit B, and City hereby reserves the right of entry to perform such work. As part of said work, an underground drainage pipe shall be installed on the southwest edge of the Alternative Site adjacent to Deer Springs Parkway, and an easement for such drainage pipe is hereby reserved for the Regional Flood Control District, and shall be memorialized and delivered in the form approved by the City. Plans for said improvements on Alternative Site shall be approved by District prior to construction. City shall coordinate said improvements with District's development of improvements outlined in Section VIII above to assure optimal scheduling of projects.

E. The City shall provide approval for the proposed site and signage walls identified for both Alternative Site entrances developed in the Transfer Evaluation. The signage wall at the northern entrance to the park site and library property at Deer Springs shall not exceed 800 square feet in surface and with a maximum height of 20 feet.

F. Under all conditions, the District shall retain all rights to planning, design, and use of construction materials, color and landscaping without limitation as part of this Agreement per City Code.

XIV

OFFSITE IMPROVEMENTS AND UTILITIES

A. Within 120 days upon receipt of request by District, or as requested by City, and approved by District within 120 days upon receipt of City's request, City shall provide planning and development including all costs to pay for, construct and develop those offsite improvements necessary for District to occupy and build on the Alternative Site. Said improvements include, but are not limited to, traffic lights, crosswalks, turn lanes, and (if the Regional Transportation Commission elects to extend a bus route to the Park prior to development) bus turnout, relative to the Alternative Site. Plans for said improvements on Alternative Site shall be approved by District prior to construction. City shall coordinate said improvements with District's development of improvements outlined in Section VIII above to assure optimal scheduling of projects.

B. Within 120 days upon receipt of request by District, or as requested by City, and approved by District within 120 days upon receipt of City's request, City shall provide on the Alternative Site all utilities underground to a location 5 feet inside of the inside face of the sidewalk and capped for future use. Plans for said improvements on Alternative Site shall be approved by District prior to construction. City shall coordinate said improvements with District's development of improvements outlined in Section VIII to assure optimal scheduling of projects.

XV

GEOTECHNICAL TESTING

A. The City shall provide the District with a site assessment and certificate of compliance that all surface and subsurface trash, debris and hazardous materials have been removed from the Alternative Site and any and all site mitigation requirements have been performed so that the Alternative Site is acceptable for development and future construction.

B. When testing is complete, City shall provide the Alternative Site to District in a clean and level graded condition prior to District acceptance of the Alternative Site.

C. City shall provide geotechnical, soil and engineering studies at its own expense verifying District's ability to build on the Alternative Site within one year of execution of this Agreement. District shall approve the method, manner and personnel for said studies.

D. Prior to the District's development and construction of improvements on the Alternative Site, if subsurface trash, debris and hazardous materials are found, the City is responsible for removal and all required site mitigation necessary to make the Alternative Site acceptable for development and construction.

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

CITY OF LAS VEGAS

By _____
OSCAR B. GOODMAN, MAYOR

ATTEST:

BARBARA JO RONEMUS, CITY CLERK

APPROVED AS TO FORM:

Thomas R. Green 9/13/04
DEPUTY CITY ATTORNEY DATE

LAS VEGAS-CLARK COUNTY LIBRARY DISTRICT

By _____

Title: _____

ATTEST:

APPROVED AS TO FORM:

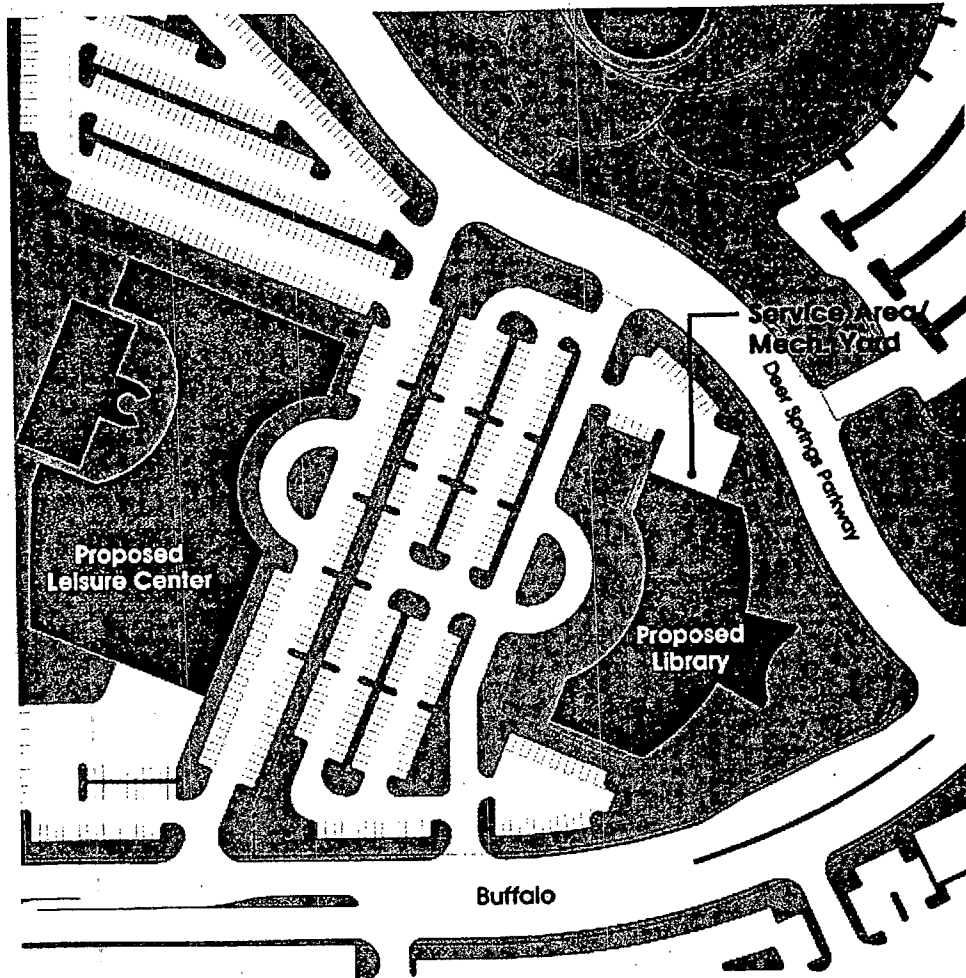
LIBRARY DISTRICT COUNSEL DATE

APPROVED:

BUREAU OF LAND MANAGEMENT

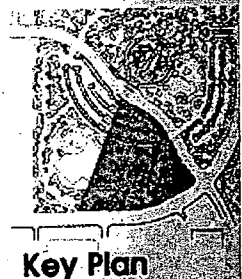
EXHIBIT "A"

Existing Site Scheme



Acres: 7.0
Building Square Footage: 40,000
Parking: 233
Finish Floor Elevation: 2408 feet

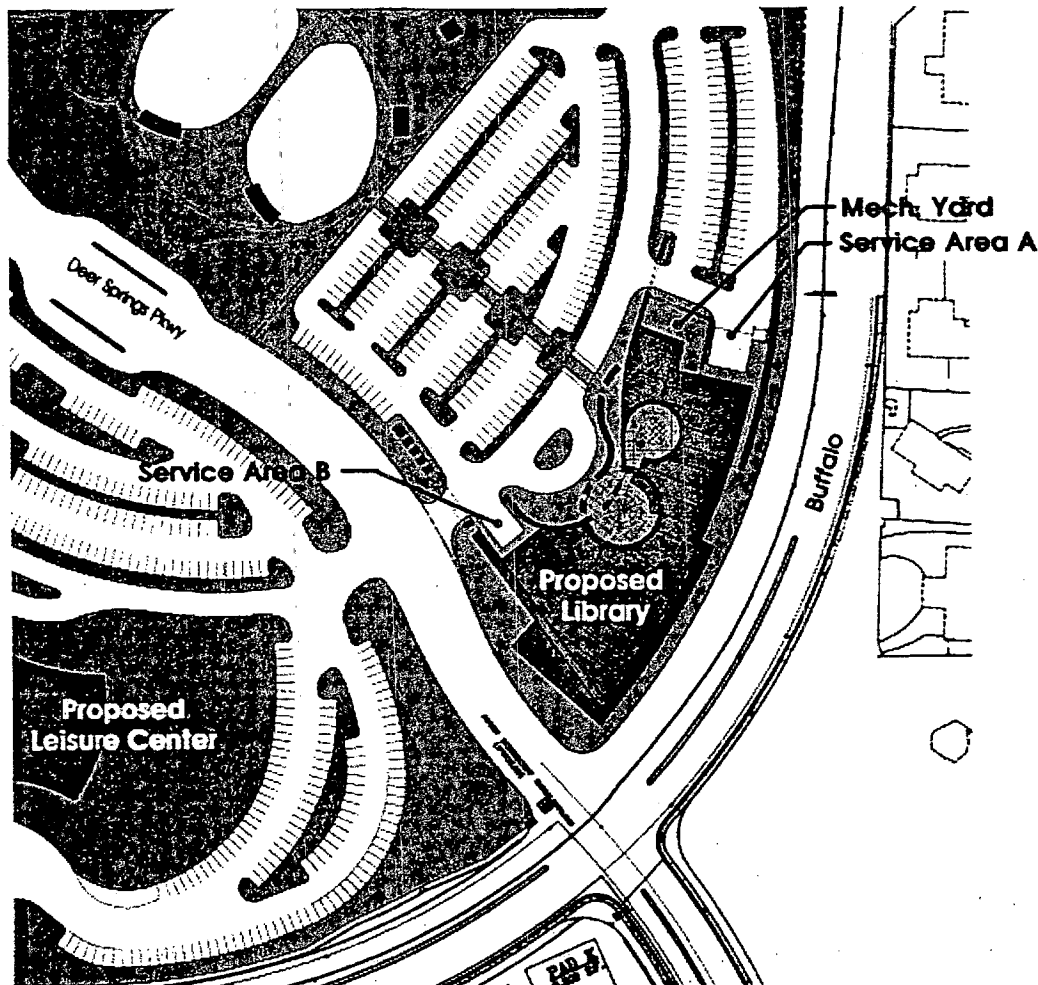
Parcel Number: 12521701005
Zoning Jurisdiction: Las Vegas 89131
Classification: Undeveloped/Town Center (U(TC))
Approved Zoning: C-V
Census Tract: 3301
100 Year Flood Zone: No



Key Plan

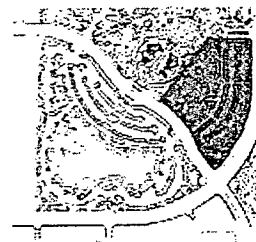
EXHIBIT "A"

Proposed Alternative Site Scheme



Acres: 6.6
Building Square Footage: 45,000
Parking: 278
Finish Floor Elevation: 2403.5 feet

Parcel Number: 12521701005
Zoning Jurisdiction: Las Vegas 89131
Classification: Undeveloped/Town Center (U(TC))
Approved Zoning: C-V
Census Tract: 3301
100 Year Flood Zone: No



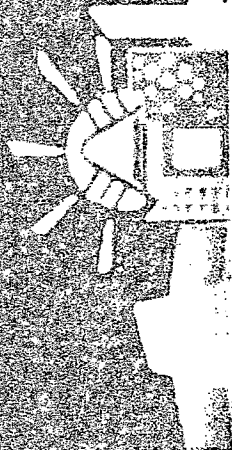
Key Plan



Deer Springs Library Site Proposed Land Transfer Evaluation

Location

Deer Springs Parkway & Buffalo



Las Vegas - Clark County Library District

Site Comparisons



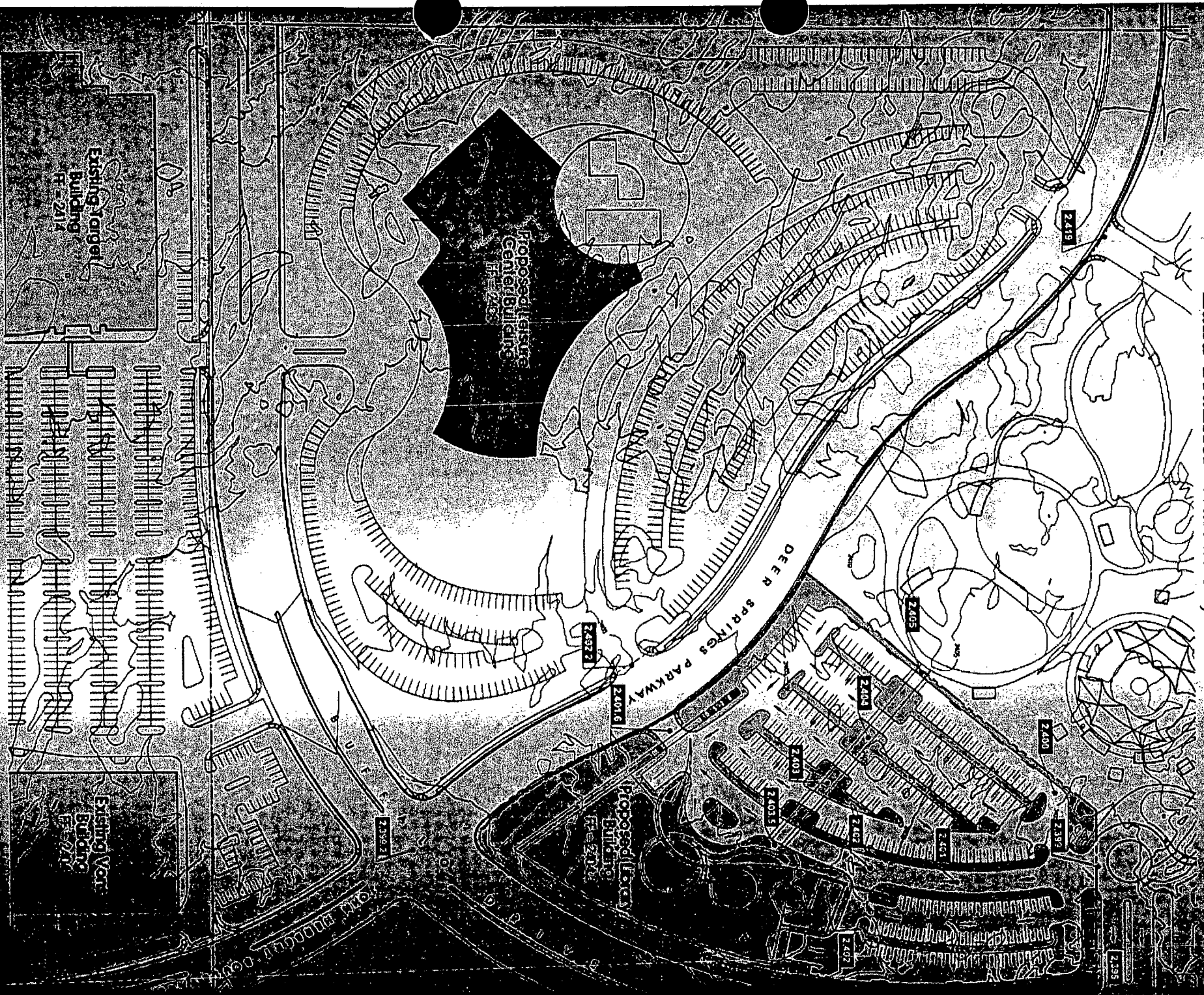
**Planning
Architecture
Urban Design**

2439 East Tropicana Ave., Suite 103
 Las Vegas, NV 89122
 PH: 702.435.7234 FAX: 702.435.6473
 INFO@RAFI-NV.COM
 WWW.RAFI-NV.COM



**PLATE
8**

EXHIBIT "B"



**INTERLOCAL AGREEMENT TO
SUBLET SEVEN ACRES AS A LIBRARY FACILITY**

THIS AGREEMENT made and entered into this 18 day of December 2002, by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada ("City"), and the LAS VEGAS-CLARK COUNTY LIBRARY DISTRICT, a political subdivision of the State of Nevada, hereinafter called "District,"

WITNESSETH:

WHEREAS, City is the lessee from the (Bureau of Land Management "BLM") with an option to purchase certain real property situated within its corporate boundaries, and depicted on the site map in Exhibit "A" attached hereto and by this reference made a part hereof (the "Premises" herein), which is approximately seven acres in size as depicted on the site map attached as Exhibit "B" and made a part hereof (the "Leased Premises" herein) and located at the northwest corner of Rome Boulevard and Buffalo Drive in Las Vegas, Nevada; and

WHEREAS, District desires to establish a library for the public in the northwest area of the Las Vegas Valley; and

WHEREAS, City deems it to be in its best interests to promote and foster District's intent to establish a library for the enjoyment and the education of the public; and

WHEREAS, the District, in November of 1999 commissioned a site study to determine the need for an optimum site for a branch library in the NW quadrant of City; and

WHEREAS, it was determined by District that the BLM site at the northwest corner of Tropical Parkway and Durango Drive would fulfill the requirements of the above site study; and

WHEREAS, the District obtained said 15 acre library site at the north west corner of Tropical Parkway and Durango as depicted on the site map attached as Exhibit 'C' from the BLM through a lease agreement dated July 3, 2000; and

WHEREAS, the City via correspondence dated October 9, 2001 to District advised District of City's request for District's consent for a right-of-way grant with the BLM for City realignment for Durango Drive; and

WHEREAS, District responded to City via correspondence on December 18, 2001 denying said easement request on the basis that the proposed realignment of Durango would absolutely prevent District from utilizing the 15 acre site as a library, but offering to consider alternative sites proposed by City; and,

WHEREAS, the City proposes to lease to District a portion of the "Centennial Hills Park" site as described on Exhibit "B" hereto and referred to as the Leased Premises; and,

WHEREAS, the District has determined it can locate the new library on a smaller parcel on the "Centennial Hills Park" site than provided by its original 15 acre BLM lease and desires to work cooperatively with the City to develop the alternative site as described in Exhibit "A"; and

WHEREAS, the parties hereto have determined that the Premises are an adequate site for the said proposed library providing certain development conditions are met as outlined in this Agreement; and

WHEREAS, both entities signatory to this Agreement have the authority to enter into Interlocal Agreements pursuant to NRS 277.

NOW, THEREFORE, in consideration of the premises, it is agreed by and between the parties hereto as follows:

I

DEMISE OF PREMISES

A. City hereby sublets the Leased Premises to District, and District hereby sublets the same from City. District shall use the Leased Premises for the purpose of establishing thereon a facility which will consist of a public library and related activities. Said Leased Premises shall be as depicted on Exhibit "B" attached hereto and incorporated herein.

B. The Leased Premises is a portion of that parcel of land referred to by the City as Centennial Hills Park. Said park parcel, including the Leased Premises, is to be used for the purpose of constructing several public facilities such as a Recreation Center, Community Center, Library, and Park. It is further understood that every effort shall be made to commence phasing of this work referred to above on or before June 1, 2004.

II

CONSIDERATION

As consideration for the herein lease and option, District shall relinquish its lease on the 15 acre library site at the northwest corner of Tropical Parkway and Durango Drive and depicted on Exhibit "C" to the Bureau of Land Management (BLM), in favor of the City of Las Vegas in order that the City can include said site as part of the Durango "S" Curve Road Project Project.

III

DURATION

The term of this Agreement shall be fifty (50) years, commencing upon the execution hereof and extending to and including the 17th day of December, 2052 ("Termination Date"), whereupon all rights and interests enjoyed by District pursuant to the terms hereof shall also cease, except as is otherwise provided in Paragraph IV hereof.

Should District have constructed and paid for any improvements on the Leased Premises which are still utilized on the Termination Date of said Lease, City and District shall determine a fair market value for said improvements and upon payment by City to District, title to said improvements shall pass to City.

IV

OPTION TO RENEW

It is understood and agreed that at the end of said fifty (50) year term, District shall have the option to renew this Agreement upon the same terms and conditions as set forth herein for an additional period of forty-nine (49) years from the Termination Date of said term; provided, however, that District shall give City written notice of its intention to exercise said option at least one hundred and twenty (120) days prior to the expiration of said term.

V

MAINTENANCE AND REPAIRS

District shall, at all times during the existence of this Agreement and at its own cost and expense, repair and maintain, in a good, safe and substantial condition all of the improvements which District constructs on or in the Leased Premises.

VI

INDEMNIFICATION

A. Subject to NRS Chapter 42, District agrees to indemnify and save City, its officers, agents and employees, harmless from and against any and all liability, loss, damage, cost, claims, liens, judgments or demands of any kind whatsoever which it or they may incur, suffer or be required to pay by reason of death, disease or bodily injury which results to any person, or of injury or damage to or destruction or loss of any property, which may arise as a result of City's execution of this Agreement, the construction or existence of the improvements which District constructs upon the Premises, the use or occupancy of the Leased Premises or of said improvements by District or by its officers, agents, employees or contractors.

B. Subject to NRS Chapter 42, City agrees to indemnify and save District, its officers, agents and employees, harmless from and against any and all liability, loss, damage, cost, claims, liens, judgments or demands of any kind whatsoever which it or they may incur, suffer or be required to pay by reason of death, disease or bodily injury which results to any person, or of injury or damage to or destruction or loss of any property, which may arise as a result of District's execution of this Agreement, the construction or existence of the improvements which City constructs upon the Premises, the use or occupancy of the Premises or of said improvements by City or by its officers, agents, employees or contractors.

VII

INSURANCE

A. Prior to its occupancy of the Leased Premises, District shall, at its sole cost and expense, obtain and thereafter, at all times during which this Lease is in force and effect, maintain bodily liability insurance covering the Premises and any and all improvements thereon 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.

Within five (5) days after District serves the notice which is provided for in paragraph XII hereof that it intends to occupy the Leased Premises, and as a condition to this Agreement's continuing in force and effect, District 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 District. 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.

VIII IMPROVEMENTS

District agrees to construct improvements on the Leased Premises for the purpose of establishing a facility to house a library and assoiated parking for library purposes which shall conform to all building codes in effect within the corporate boundaries of City, and to provide the City with notification of its intent to build a minimum of 120 days prior to construction. District further agrees to install and maintain, at its sole cost and expense all of the necessary connections to public utility lines and to pay all of the expenses incurred in the use of said utilities.

District will also agree to align one of its driveway entrances/exits opposite of one of the driveway entrances/exits of the retail store currently being constructed directly across the street, known as Buffalo Drive, so the future placement of a traffic signal light will coordinate traffic effectively in both directions. The traffic engineering division shall determine the optimal location of the signal light and will work with the District during the design phase to furnish the necessary information well in advance of final design plans.

IX NOTICES

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

CITY	Real Estate & Asset Management City of Las Vegas 400 Stewart, 4 th Floor Las Vegas, NV 89101 Telephone (702) 229-1020
------	--

DISTRICT	Executive Director Las Vegas-Clark County Library 833 Las Vegas Boulevard North Las Vegas, Nevada 89101 Telephone (702) 507-3610
----------	--

X
ASSIGNMENT AND SUBLEASE

District hereby agrees not to assign or sublet any of its rights or duties hereunder or to sublet the Leased Premises or any portion thereof, except to another subsequent governmental entity. Any assignment or sublease contrary to the provisions of this Paragraph X shall be null and void and such Leased Premises shall revert back to the City.

XI
LAWS AND REGULATION

District shall keep and maintain the Leased Premises in a clean and healthful condition and in compliance with all existing or hereafter enacted laws, statutes, ordinances, order, rules and regulations (federal, state, municipal or other governmental agencies which have jurisdiction over the Leased Premises or of the activities contemplated hereby) during the existence of this Agreement.

XII
COMMENCEMENT OF RIGHT TO OCCUPY

District may occupy the Leased Premises, for the purpose of commencing the construction of the improvements which are provided for in paragraph VIII above and for all other purposes, on the date which is stated in a written notice served upon City at lease ten (10) days prior to the intended date of occupancy.

XIII
JOINT USE

A. Parties hereto shall jointly agree to the development of the Master Plan for the area referred to as Exhibit A of "Centennial Hills Park". To effectuate this Interlocal Contract and understanding, each party shall have a representative of their own choosing on the other party's design team.

B. Each party herein agrees to develop sufficient parking required for their facilities developed within the area represented as Exhibit A and Exhibit B and to orient their buildings, especially the main doors or entry way, for ingress and egress to that party's primary parking area.

C. District agrees to help effectuate a pedestrian walkway connecting District facilities with those of City. Said agreement, however, recognizes that District's and City's primary parking shall be distinct and separate from each other and the traffic plan for ingress and egress shall take into account said parking and access thereto.

XIV

OFFSITE IMPROVEMENTS AND UTILITIES

A. City shall provide, pay for, construct and develop those offsite improvements necessary for District to occupy and build on the Leased Premises. Said improvements include, but are not limited to, traffic lights, crosswalks, and turn lanes relative to the Leased Premises.

B. City shall provide on the Leased Premises all utilities underground to a location 5 feet inside of the inside face of the sidewalk and capped for future use.

XV

GEOTECHNICAL TESTING

A. The City shall provide the District with a site assessment and certificate of compliance that all surface and subsurface trash, debris and hazardous materials have been removed from the Leased Premises represented by Exhibit B and any and all site mitigation requirements have been performed so that the Leased Premises is acceptable for development and future construction.

B. When testing is complete, City shall provide the District Leased Premises represented by Exhibit B in a clean and level graded condition prior to District acceptance of Leased Premises.

C. City shall provide geotechnical, soil and engineering studies at its own expense verifying District's ability to build on Leased Premises within one year of execution of this Agreement. District shall approve the method, manner and personnel for said studies.

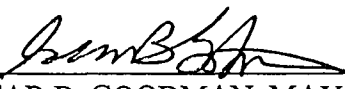
...

...

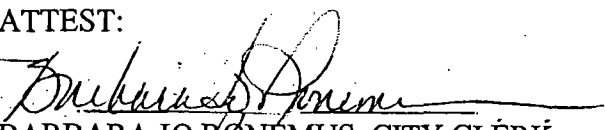
D. Prior to the Districts development and construction of improvements on the Leased Premises, if subsurface trash, debris and hazardous materials are found, the City is responsible for removal and all required site mitigation necessary to make the Leased Premises acceptable for development and construction.

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

CITY OF LAS VEGAS

By 
OSCAR B. GOODMAN, MAYOR

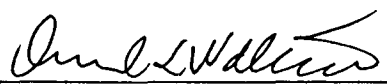
ATTEST:


BARBARA JO RONEMUS, CITY CLERK

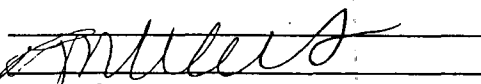
APPROVED AS TO FORM:

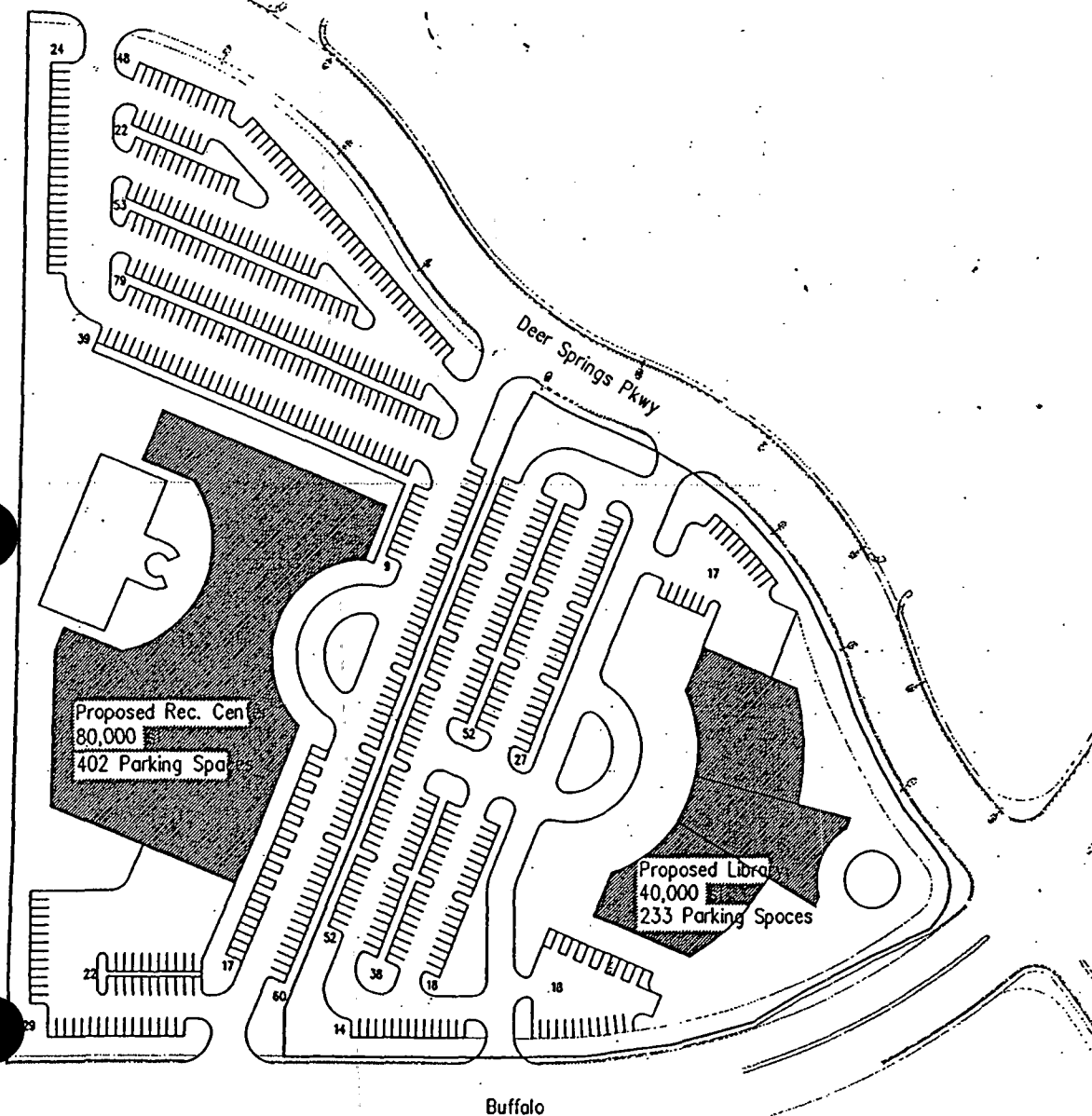
Robert S. Sforza for TP 10/28/02
DEPUTY CITY ATTORNEY DATE

LAS VEGAS-CLARK COUNTY LIBRARY DISTRICT

By 
Title: Executive Director

ATTEST:


APPROVED AS TO FORM:

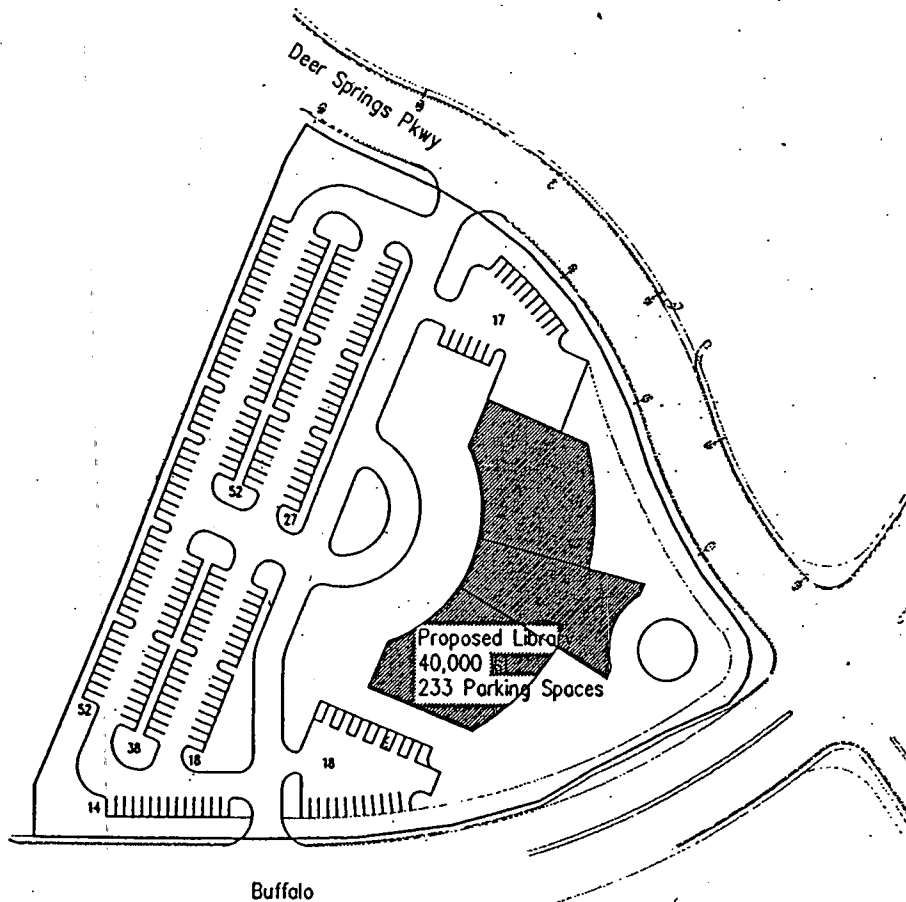


Deer Springs Proposed Library Site Layout

Option #3 (W/OVERLAY)

Lot Area: 7.0 acres



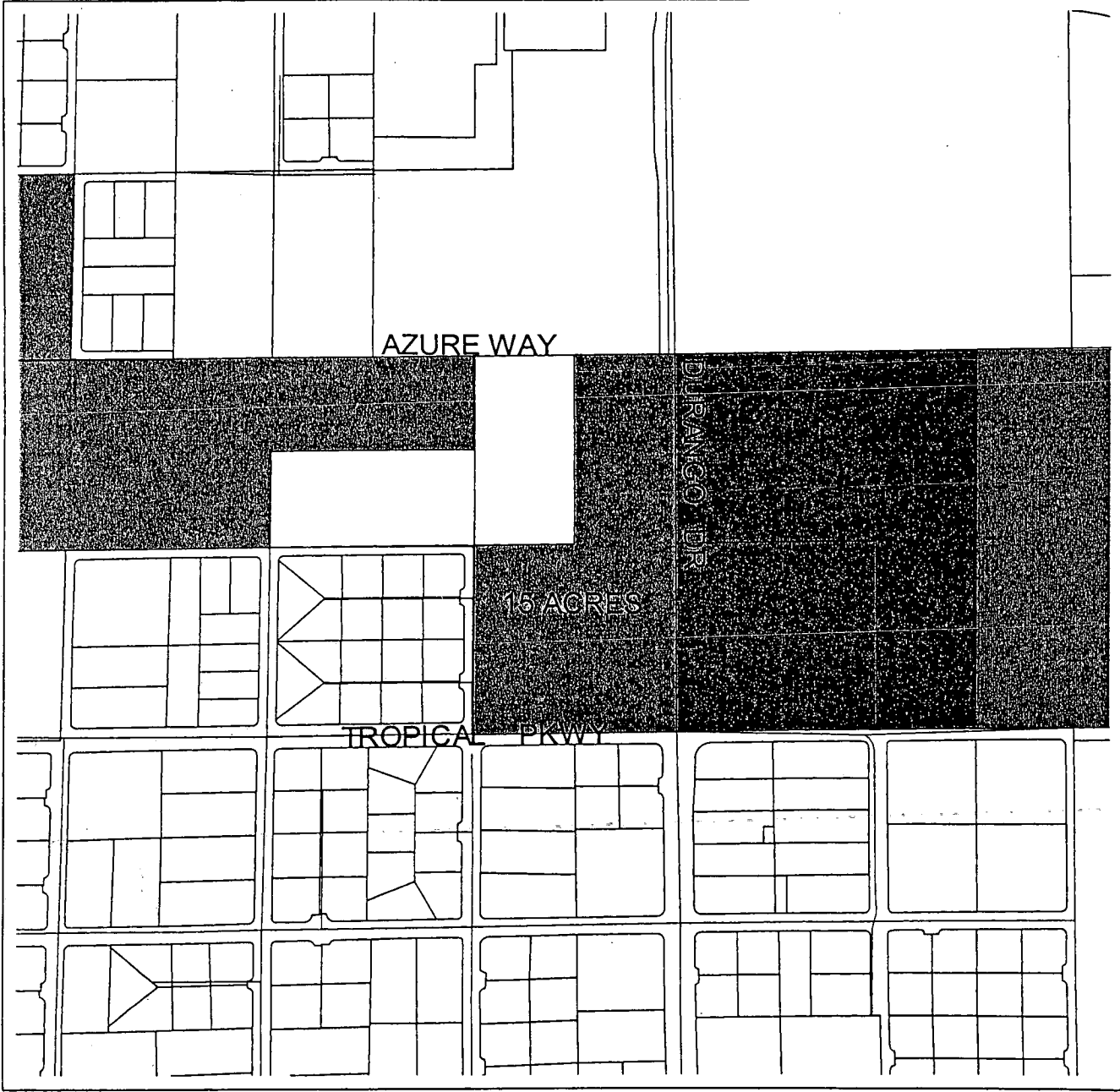


Deer Springs Proposed Library Site Layout

Option #3 (W/OVERLAY)

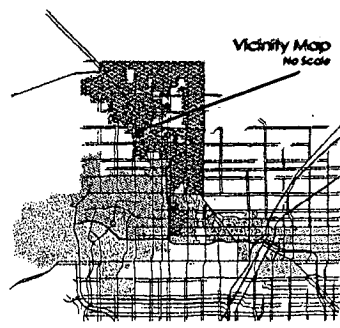
Lot Area: 7.0 acres





Site Map

- 15 Acre Library Site
- Street Centerline
- BLM Properties
- Leased
- Applied
- City of Las Vegas
- USA
- Parcels



Real Estate & Asset Management



Date of Data: 2002/10/23

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 6, 2004

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD GOECKE

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

REPORT FROM REAL ESTATE COMMITTEE - Councilwoman Moncrief and Councilman Wolfson

Approval of a Land Lease Agreement with Nextel Communications, Inc., for a cellular tower to be located at 6208 Hargrove, commonly known as the Mirabelli Community Center (\$580,512 revenue for duration of contract - Real Estate) - Ward 1 (Moncrief)

Fiscal Impact:

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

PURPOSE/BACKGROUND:

This contract is for Nextel to construct an antenna atop an existing monopole and add an equipment shelter and matching block wall/gate on 525 square feet. Nextel shall pay the City of Las Vegas a one-time administrative fee of \$1,000. The initial term is for five years with three five-year options. The Lease does not preempt the standard approval process that Nextel needs to go through with the Planning Department for approval of the permits.

RECOMMENDATION:

The 10/5/2004 Real Estate Committee and staff recommend approval

BACKUP DOCUMENTATION:

Land Lease Agreement

MOTION:

REESE - APPROVED Items 3-25 and 27-43 - UNANIMOUS with GOODMAN abstaining on Item 31 because he is a personal friend of the Katz Family and MACK abstaining on Items 35 and 36 to avoid any conflict due to his purchasing agreement with Spinnaker Homes

Item 26: STRICKEN under separate action (see individual item)

MINUTES:

Under Item 3, COUNCILWOMAN MONCRIEF 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 the City Council approve each item.

(9:28 - 9:30)

1-695

LAND LEASE AGREEMENT/CELL TOWER

This Land Lease Agreement (hereinafter "Lease") is made this 6 day of October, 2004, by and between the City of Las Vegas, a municipal corporation of the State of Nevada (hereinafter "Lessor") and Nextel of California, DBA Nextel Communications, Inc. (hereinafter "Lessee").

WITNESSETH:

WHEREAS, Lessor has identified public land where Wireless Communications System facilities can be located which will not interfere with the existing public use of said land; and

WHEREAS, Lessee is in need of Wireless Communications System facilities, including, but not limited to a monopole tower, equipment shelter, and security fencing at the same location; and

WHEREAS, the public land is located within the boundaries of 6208 Hargrove Avenue, Las Vegas, NV, commonly known as Mirabelli Park & Community Center, generally located in the area bounded by Hargrove Avenue and Elton Avenue; and

WHEREAS, the facilities proposed to be constructed by Lessee will allow business and residential subscribers to access and/or make telephone calls to each other using wireless communications devices; and

WHEREAS, the Lessor has determined that entering into a Lease of public land at the aforementioned location, permitting Lessee to construct the above-referenced Wireless Communications System facilities thereon for its own use as well as use by Sublessees, under terms and conditions that will not interfere with the public's existing use of said land, will benefit the public.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. PARTIES:

The parties to this Lease are the City of Las Vegas, a municipal corporation of the State of Nevada (hereinafter "Lessor"), and Nextel of California, DBA Nextel Communications, Inc (hereinafter "Lessee").

2. DEFINITIONS:

As used in this Lease the following terms, when capitalized, have the meaning indicated:

- 2.1 "Backhaul Network" means the physical network that connects cells to a central switching point or the Public Switch Telephone Network ("PSTN").
- 2.2 "Cell Site" means the location of a transmitter/receiver and Backhaul Network interface, which provides telephone or telecommunications type service to subscribers. The locations include whole mounted receiver/transmitter units, receiver/transmitter units located on new or existing antenna structures, receiver/transmitter units located in buildings and on rooftops.
- 2.3 "FCC" means the Federal Communications Commission or its legally appointed successor.

- 2.4 "Hazardous Materials" means any substance, material, waste, gas or particulate matter which is regulated by any local governmental authority, the State of Nevada, or the United States Government, including, but not limited to, any material or substance which is 1) defined as a "hazardous waste," "hazardous material," "hazardous substance," "extremely hazardous water," or "restricted hazardous waste" under any provision of state or local law, 2) petroleum, 3) asbestos, 4) polychlorinated biphenyl, 5) radioactive material, 6) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. State Statute 1251 et seq. (33 U.S.C. State Statute 1317), 7) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. State Statute 6901) et seq. (42 U.S.C. State Statute 9601 et seq. (42 U.S.C. State Statute 9601). The term Environmental Laws shall mean all statutes specifically described in the foregoing sentence and all applicable federal, state and local environmental health and safety statutes, ordinances, codes, rules, regulations, orders and decrees regulating, relating to or imposing liability or standards concerning or in connection with Hazardous Materials.
- 2.5 "Manager" means the City Manager or his or her designee.
- 2.6 "Wireless Communications System" means any system which uses a form of cellular telephone or other form of wireless communication which allows business and residential subscribers to access and/or make telephone calls for voice or data through the Wireless Communications System or over the Public Switched Telephone Network ("PSTN") using small cordless telephone devices which communicate with limited range cells (transmitter/receiver) connected to a Backhaul Network.

3. PREMISES:

- 3.1 Lessor hereby leases to Lessee and Lessee hereby leases from Lessor approximately 525 square feet of property located at 6208 Hargrove Avenue, Las Vegas, NV, commonly known as Mirabelli Park & Community Center, generally located in the area bounded by Hargrove Avenue and Elton Avenue, (hereinafter "Premises"). A description of the Premises, as depicted on the Site Map and Aerial Site Map, attached hereto and incorporated herein as Exhibit "A" and Exhibit "A-1". The Premises are leased for the express purpose of Lessee constructing, operating, and maintaining a Wireless Communications System facility in accordance with the terms and conditions set forth herein. All facility plans must be approved by the City and meet all applicable building codes and

requirements, as provided for in Section 8.1. Construction may include, but not be limited to, a mounting of antennae on Verizon's existing monopole, equipment shelter, and matching block wall and gate, and to install and maintain necessary utility wires and transmission lines and air conditioning equipment and a standby power generator in support thereof, as more particularly described in the written "Plans and Details" attached hereto as Exhibit "C". Lessee shall be responsible for drainage within the shelter area, removal of the existing light pole on the East side and provide Lessor with CAD files for approval. Construction on Premises is restricted to commence no sooner than October 15, 2004, and conclude no later than December 31, 2004.

4. TERM:

- 4.1 The initial term of this Lease is five (5) years. The term will begin on the first day of the month following 90 days after the date of the execution of this Lease by Lessor (hereinafter "Commencement Date") and terminate five (5) years thereafter (hereinafter "Termination Date").
- 4.2 Additionally, Lessee shall have the right to renew this Lease for three (3) additional terms of five (5) years. This Lease shall automatically be extended for each successive renewal term, unless Lessee notifies Lessor in writing of its intention not to renew at least ninety (90) calendar days prior to the end of the term then existing.

5. RENTAL PAYMENT:

- 5.1 The total rental payment for the First year of the term of this Lease shall be One Thousand Eight Hundred and No/100ths Dollars (\$1,800.00) per month paid monthly in advance. The first rental payment shall be due within fifteen (15) days of the Commencement Date and on the first (1st) of each month thereafter. Rent payment not paid by the fifteenth (15th) of the month shall be considered late and the Lessor may charge a late fee equal to five percent (5%) of the amount due.
- 5.2 Beginning with the Second year of the Lease Term and every year thereafter, including during any renewal terms, the then-current monthly rental fee shall be adjusted by multiplying the immediately preceding term, for which the rent has remained constant, by three percent (3%).
- 5.3 Each renewal term will have its own rent terms. The "Rental Fees" schedule, attached hereto as Exhibit "B" – Rental Schedule of this Lease, will detail the rent for the original term and each subsequent renewal term.
- 5.4 As additional consideration of this Lease, Lessee shall prepay to Lessor a one-time administrative payment in the amount of One Thousand and No/100ths Dollars (\$1,000.00).

6. INGRESS, EGRESS AND UTILITY EASEMENT:

6.1 Lessor hereby grants to Lessee an easement for ingress, egress, regress and utilities over properties of Lessor adjacent to the Premises for construction and maintenance of the structures on the Premises, for the installation, construction, and maintenance of underground and above ground telephone, telegraph, and power lines in connection with its use of the Premises and for access to the Premises from a public road (hereinafter "Easement"). The term of this Easement shall commence upon the Commencement Date of this Lease and shall continue until the last to occur of (i) expiration of the Lease Term, or (ii) removal by Lessee of all of its property from the Premises, not to exceed thirty (30) calendar days, after expiration of the Lease Term. The location of the Easement shall be agreed upon by the parties not later than ninety (90) calendar days after the date of execution of this Lease and shall be included in any recorded Memorandum of this Lease. Lessee, Lessee's employees, agents, subcontractors, lenders and invitees shall have access to the Premises without notice to Lessor twenty-four (24) hours a day, seven (7) days a week, at no charge. In addition, at Lessee's request and expense, this Easement shall be set forth in a separate Easement Agreement which Lessor and Lessee agree to execute and which Lessee shall have recorded as an encumbrance on the property of Lessor and be binding upon all subsequent owners, successors and assigns.

7. TITLE AND QUIET POSSESSION:

7.1 Lessor represents and covenants that Lessor owns the Premises and property subject to the Easement in fee simple, free and clear of all liens, encumbrances and restrictions of every kind and nature, except for those which currently appear in the chain of title and are reported as exceptions on the commitment for title insurance which Lessee may obtain. As a condition to Lessee's obligation hereunder Lessor will, within ten (10) business days of the date of execution of this Lease, execute and obtain from the holder of any lien an Attornment and Nondisturbance Agreement or a Subordination Agreement in form acceptable to Lessee.

7.2 Lessor represents and warrants to Lessee that Lessor has the full right to make this Lease and that Lessee shall have quiet and peaceful possession of the Premises and Easement throughout the Lease Term.

8. USE OF THE LICENSED PREMISES, PERMITS, AND LIENS:

8.1 Lessee shall use the Premises for the purpose of constructing, maintaining, and operating a Wireless Communications System. Lessee shall have the right to construct a mounting of antennae on Verizon's existing monopole, equipment shelter, and matching block wall and gate, and to install and maintain necessary utility wires and transmission lines and air conditioning equipment and a standby power generator in support thereof, as more particularly described in the written "Plans and Details" attached hereto as Exhibit "C". Lessee shall be responsible for drainage within the shelter area, removal of the existing light pole on the East side and provide Lessor with CAD files for approval. Construction on Premises is restricted to commence no sooner than October 15, 2004, and conclude no later than December 31, 2004 and to install and maintain necessary utility wires and transmission lines and air conditioning equipment and a standby power generator in support thereof, as more particularly described in the written "Plans and Details" attached hereto as Exhibit "C", which shall be submitted for review and written approval/denial, which shall not be unreasonably withheld or delayed. Lessor shall give such approval or provide its request for changes within ten (10) business days of Lessor's receipt of Lessee's plans. If Lessor does not provide such approval or request for changes within such ten (10) business day period, Lessor shall be deemed to have approved the plans. Nothing in this Section shall be construed to eliminate the necessity of obtaining development related permits and approvals from the other City departments and other governmental agencies. The equipment installed in the equipment shelter shall belong to Lessee and be considered its personal property.

8.2 Lessee shall employ isolators, circulators, resident cavities and other devices to reduce interference by all commercially reasonable means and as good engineering practice requires. The facilities and equipment installed on the Premises by Lessee shall not interfere with the prior existing telecommunication equipment, or any computer network, cable TV and personal communications systems of the Lessor, or radio frequencies utilized by the aviation industry. The Lessor shall have the right to engage independent testing companies to perform at the expense of Lessee reasonable and appropriate testing to determine if the operation of the facilities and equipment by Lessee cause any unreasonable interference with any Lessor telecommunication operation after Lessee has been notified in writing of a possible problem and had a reasonable time to cure the problem(s). The Lessor and its agents shall have the right during the term of the Lease

to examine Lessee's transmitter equipment and facilities in order to detect any potential interference with the Lessor's telecommunication uses, provided that Lessee's representative is present during such examinations.

- 8.3 In the event the Lessor determines that Lessee has caused interference in violation of this Lease, Lessee shall take all actions necessary to eliminate such interference in accordance with reasonable technical standards. If any such interference inhibits Lessor's operations at the Premises, and Lessee does not correct or commence to correct such interference within twenty-four (24) hours, and power down with an intermittent testing period to occur within thirty (30) calendar days, or if there are intermediate levels of interference and Lessee does not correct or commence to correct such interference within thirty (30) calendar days, Lessee shall discontinue operating such equipment, on Lessor's demand, unless and until it can be operated without interference, or shall replace the interfering equipment with alternative equipment that does not cause such interference. Lessor agrees that Lessor and/or any other future tenants of the Premises or areas adjacent to the Premises will be permitted to install only such radio equipment that is of the type and frequency, which will not cause interference to Lessee.
- 8.4 Lessee shall hold Lessor harmless from any and all liens and claims asserted by those supplying labor or material in the performance of the work required under this Lease.
- 8.5 It is understood and agreed that Lessee's ability to use the Premises for the purposes specified herein is contingent upon its obtaining all of the legally required permits and approvals. Should any of Lessee's applications or permits and approvals be finally rejected, denied, or otherwise withdrawn or terminated by governmental authority so that Lessee is unable to use the Premises for its intended purpose, Lessee shall have the right to terminate this Lease at its sole discretion on thirty (30) calendar days written notice to the Lessor. Such termination shall cause forfeiture of the sums theretofore paid by Lessee and of the Lease granted hereunder. Notice from Lessee shall be given in accordance with the regular notice procedures as hereinafter set forth.
- 8.6 Lessee shall construct, operate, and maintain such facilities and equipment on the Premises in a manner that will be reasonable and necessary to provide wireless phone coverage for Lessee's customers operating near the Premises.

9. GOVERNMENTAL APPROVALS AND COMPLIANCE:

9.1 During the Term of this Lease, Lessee shall comply with all applicable laws affecting the Premises. Lessee shall not commit or suffer to be committed any waste on the Premises or any nuisance. Lessee shall obtain any necessary governmental licenses or authorizations required for the construction and use of the structures on the Premises and shall comply with government regulations applicable to its operations, including those of the FAA and FCC and shall furnish copies of same to Lessor as same are issued.

10. ASSIGNMENT AND SUBLEASING:

10.1 Lessee may not sublet space on its telecommunications tower located within the Premises without Lessor's consent, provided that every Sublessee of Lessee shall enter into a separate lease agreement with Lessor for ground space on Lessor's property. The making of any such sublease shall not release Lessee from any of Lessee's obligations hereunder. Lessee shall not be permitted to sublet any land area or property within the leased Premises without the prior written consent of Lessor. Lessee shall not assign or transfer this Lease, or any interest herein, except to affiliate companies, without the prior written consent of Lessor, which shall not be unreasonably withheld, delayed or conditioned, and consent to an assignment shall not be deemed to be consent to any subsequent assignment. Upon assignment by either Lessee or Lessor, such party shall be relieved of all future performance, liabilities, and obligations under this Agreement. Notwithstanding anything to the contrary contained in this Lease, Lessee may assign, mortgage, pledge, hypothecate or otherwise transfer without consent its interest in this Agreement to any financing entity, or agent on behalf of any financing entity to whom Lessee (i) has obligations for borrowed money or in respect of guaranties thereof, (ii) has obligations evidenced by bonds, debentures, notes or similar instruments, or (iii) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guaranties thereof.

11. NOTICES:

11.1 All notices, demands, requests, consents, approvals, and other instruments required or permitted to be given pursuant to this Lease shall be in writing, signed by the notifying party, or officer, agent or attorney of the notifying party, and shall be deemed to have been effective upon delivery in writing if served personally, including but not limited to delivery by messenger, overnight courier

service or by overnight express mail, or upon posting if sent by registered or certified mail,
postage prepaid, return receipt requested, and addressed as follows:

TO LESSOR: City of Las Vegas
Attn: Manager
Department of Public Works/Real Estate & Assets
400 Stewart Avenue, 4th Floor
Las Vegas, Nevada 89101

WITH A COPY TO: City of Las Vegas
City Attorney's Office, 9th Floor
Las Vegas, Nevada 89101

TO LESSEE: Nextel of California
DBA Nextel Communications, Inc.
310 Commerce
Re: NV 7300
Attn: Property Management
Irvine, CA 92602

WITH A COPY TO: Nextel Communications
2001 Edmund Halley Dr., 2nd Floor
Mail Stop 2E-225
Reston, VA 20191

The address to which any notice, demand or other writing may be delivered to any party as above provided
may be changed by written notice given by such party as above provided.

12. OPERATING EXPENSE:

12.1 Lessee shall fully and promptly pay for all water, gas, heat, light, power, telephone service, and
other public utilities furnished to the Premises and used by Lessee throughout the Term hereof,
and for all other costs and expenses of every kind whatsoever in connection with Lessee's use,
operation, and maintenance of the Premises and all activities conducted thereon.

13. TAXES:

13.1 Lessee shall pay any personal property taxes assessed on, or any portion of such taxes attributable
to, the monopole tower and Lessee's related facilities.

...

...

14. INSURANCE:

14.1 At the time of execution of this Lease by Lessee, Lessee shall procure and maintain for the duration of this Lease, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the rights and obligations hereunder by Lessee, its agents, representatives, employees or subcontractors. The minimum insurance requirements that Lessee must comply with to fulfill this obligation to procure and maintain insurance for this Lease is attached hereto as Exhibit "D" labeled "Insurance Requirements". The reference in Exhibit "D" to Contractor shall be deemed to refer to Lessee and the reference to Lessor's Contract Administrator shall be deemed to refer to Manager.

15. MAINTENANCE:

15.1 Lessee shall maintain the Premises in good condition and state of repair in compliance with all government regulations, including all applicable FCC and FAA rules and regulations. Lessor shall maintain its property adjacent to the Premises in good condition and state of repair to avoid interference with Lessee's use of the Premises and Easement.

16. HOLD HARMLESS:

16.1 Lessee shall defend, indemnify and hold Lessor harmless from any liability, including reimbursement of any legal fees and all costs for damages to any person or any property in or upon the Premises at Lessee's invitation, or for damages to any person or property resulting from the physical structure or actions of Lessee (including damages caused by or resulting from equipment or structures on the Premises). Notwithstanding any provision herein to the contrary, it is understood and agreed that all property kept, installed, stored or maintained in or upon the Premises by Lessee shall be so installed, kept, stored or maintained at the risk of Lessee. Subject to the limits of liability set forth in NRS 41.035, Lessor shall indemnify and hold Lessee harmless from all claims (including attorneys' fees, costs and expenses of defending against such claims) arising or alleged to arise from the acts or omissions of Lessor or Lessor's agents, employees, licensees, invitees, contractors or other tenants occurring in or about the Premises. Lessor shall not be responsible for any loss or damage to equipment owned by Lessee, which might result from tornadoes, lightning, windstorms, or other Acts of God. Neither Lessor nor Lessee shall in any event be liable in damages for each other's business loss, business interruption or other consequential damages of whatever kind or nature, regardless of the cause of such damages, and

each party, and anyone claiming by or through them, expressly waives all claims for such damages.

16.2 Lessee will be solely responsible for and will defend, indemnify, and hold Lessor, its agents, and employees harmless from and against any and all direct claims, costs, and liabilities, including reasonable attorneys fees and costs, arising out of or in connection with the removal, clean up, or restoration of the Premises directly attributed to Lessee's use or generation of Hazardous Materials.

16.3 Lessor will be solely responsible for and will defend, indemnify, and hold Lessee, its agents and employees harmless from and against any and all direct claims, costs, and liabilities, including reasonable attorneys fees and costs, arising out of or in connection with the removal, clean up, or restoration of the Premises with respect to Hazardous Materials used or generated by Lessor.

17. HAZARDOUS MATERIALS.

17.1 Lessor represents and warrants, to the best of Lessor's knowledge, (1) the Premises have not been used for the use, manufacturing, storage, discharge, release or disposal of hazardous material, (2) neither the Premises nor any part thereof is in breach of any Environmental Laws, (3) there are no underground storage tanks located on or under the Premises, and (4) the Premises are free of any Hazardous Materials that would trigger response or remedial action under any Environmental Laws or any existing common law theory based on nuisance or strict liability. If any such representation is in any manner inaccurate or any such warranty is in any manner breached during the term of this Lease (collectively a "Breach") and that such Breach gives rise to or results in liability (including, but not limited to, a response action, remedial action or removal action) under any Environmental Law or any existing common law theory based on nuisance or strict liability, and (5) Lessor shall not and will not permit any third party to use, generate, store or dispose of any Hazardous Materials on, under, about, or within the Premises in violation of any law or regulation or causes a significant effect on public health, Lessor shall promptly take any and all remedial and removal action as required by law to clean up the Premises, mitigate exposure to liability arising from, and keep the Premises free of any lien imposed pursuant to any Environmental Laws as a result of such Breach.

17.2 Lessor represents and warrants to Lessee that Lessor has received no notice that the Premises or any part thereof is, and, to the best of its knowledge and belief, no part of the Premises is located

within an area that has been designated by the Federal Emergency Management Agency or Army Corp of Engineers or any other governmental body as being subject to special hazards.

- 17.3 The covenants of this Section shall survive and be enforceable and shall continue in full force and effect for the benefit of Lessee and its subsequent transferees, successors, and assigns and shall survive the term of this Lease and any renewal periods thereof.

18. LESSEE'S PERFORMANCE AND SURRENDER:

- 18.1 Lessee shall pay the Rent and all other sums required to be paid by Lessee hereunder in the amounts, at the time, and in the manner herein provided, and shall keep and perform all terms and conditions hereof on its part to be kept and performed, and at the expiration or sooner termination of this Lease, surrender to Lessor the Premises subject to the other provisions of this Lease.
- 18.2 Upon termination of this Lease, Lessee shall, to the extent reasonable, restore the Premises to its original condition at the commencement of this Lease, including but not limited to, foundations up to the water level, footings, concrete, paving, gravel, vegetation and utilities and other improvements of a permanent nature, except for ordinary wear and tear and damages by the elements or damages over which Lessee had no control or buildings built specifically for use by the City that would be currently utilized.

19. TERMINATION:

- 19.1 This Lease may be terminated, without any penalty or further liability, on thirty (30) calendar days prior written notice as follows: (a) by either party on default of any covenant or term hereof by the other party, which default is not cured within thirty (30) calendar days following receipt of notice of default (without, however, limiting any other rights available to the parties pursuant to any other provisions hereof); (b) by Lessee if it is unable to obtain or maintain any license, permit or other governmental approval necessary to the construction or operation of a Wireless Communications System; (c) by Lessee if the Premises are or become unacceptable to Lessee under Lessee's design or engineering specification or its Wireless Communications System; (d) Lessee determines that technical problems or radio interference problems from other antennas or from nearby radio transmitting facilities, which problems can not reasonably be corrected, preclude Lessee from using the Premises for its intended purpose; (e) Lessee does not have acceptable and legally enforceable means of ingress and egress to and from the Premises; (f) utilities necessary for Lessee's use of the Premises are not available to the Premises; or (g) the

Premises are damaged or destroyed to an extent which prohibits or materially interferes with Lessee's use of the Premises. In the event of termination by Lessee pursuant to item (g), Lessee shall be relieved of all further liability hereunder except with respect to its obligation to remove its improvements as provided herein and the Lessee's obligations under Section 16. Any rental fees paid prior to said Termination Date shall be retained by Lessor.

- 19.2. Within thirty (30) calendar days of the termination or expiration of this Lease, Lessee shall remove its personal property and equipment from the Premises. In removing such personal property and equipment, Lessee shall not damage the Premises. If the time for removal causes Lessee to remain on the Premises after termination of this Lease, Lessee shall pay a lease fee at the then existing lease fee rates until such time as the removal of the personal property and fixtures are complete.

20. DEFAULT AND EFFECT OF DEFAULT:

- 20.1 Each of the following events shall constitute a default of this Lease by Lessee:

20.1.1 If Lessee fails to pay Rent or other sums herein specified within ten (10) calendar days of the date such Rent or sums are due and such failure continues for a period of thirty (30) calendar days after written notice is given to Lessor;

20.1.2 If Rent payment is not made within fifteen (15) calendar days of due date, a five percent (5%) penalty of the amount due will be assessed.

20.2 The Lessor shall have the right, while any default continues by giving thirty (30) calendar days written notice to Lessee, to terminate this Lease and remove or require Lessee to remove Lessee's equipment from the Premises, without prejudice to any other remedy which Lessor might be entitled to herein. No portion of Lessee's Rent shall be refunded in the event of a termination or default.

21. BINDING ON SUCCESSORS:

21.1 The covenants and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties hereto.

22. GOVERNING LAW:

22.1 The parties intend that this Lease and the relationship of the parties shall be governed by the laws of the State of Nevada.

23. ENTIRE AGREEMENT:

23.1 All of the representations and obligations of the parties are contained herein, and no modification, waiver, or amendment of this Lease or of any of its conditions or provisions shall be binding upon a party unless in writing signed by that party or a duly authorized agent of that party empowered by a written authority signed by that party. The waiver by any party of a breach of any provision of this Lease shall not operate or be construed as a waiver of any subsequent breach of that provision by the same party, or of any other provision or condition of the Lease.

24. SURVEY AND TESTING:

24.1 Lessee shall have the right for ninety (90) business days from the execution of this Lease to survey, soil test, and make any other investigations necessary to determine if the surface of the Premises is suitable for construction of Wireless Communications System facilities. If Lessee, within the above stated time determines that for any reason the Premises is not suitable, this Lease, upon thirty (30) calendar days written notice given to Lessor, shall become null and void; provided that at Lessee's sole expense the Premises shall be promptly restored to its condition prior to such testing and investigations and provided further that Lessee shall deliver copies of all soil tests and investigation reports to Lessor.

25. OIL, GAS AND MINERAL RIGHTS:

25.1 Lessor does not grant, lease, let or demise hereby, and expressly excepts and reserves herefrom all rights to oil, gas and other minerals in, on or under and that might be produced or mined from the Premises; provided, however, that no drilling or other activity will be undertaken on the surface of the Premises to recover any oil, gas or minerals during the Term hereof. This Lease is given and accepted subject to the terms and provisions of any valid oil, gas and mineral Lease covering the Premises or any part thereof, now of record in the office of the Clark County Recorder's Office, provided, however, that any future oil, gas or mineral Lease covering the above-described lands or any part thereof shall be in all respects subordinate and inferior to the rights, privileges, powers, options, immunities, and interest granted to Lessee under the terms of this Lease.

26. MECHANIC'S LIENS:

26.1 Lessee will not cause any mechanic's or materialman's lien to be placed on the Premises, unless Lessee agrees to indemnify, defend and hold harmless Lessor from any such lien from a party claiming by, through or under Lessee.

27. HEADINGS:

27.1 The headings of Sections and Subsections are for convenient reference only and shall not be deemed to limit, construe, affect, modify or alter the meaning of such Sections and Subsections.

28. TIME OF ESSENCE:

28.1 Time is of the essence for Lessor's and Lessee's obligation under this Lease.

29. SEVERABILITY:

29.1 If any Section, Subsection, term or provision of this Lease or the application thereof to any party or circumstance shall, to any extent be invalid or unenforceable, the remainder of said Section, Subsection, term or provision of this Lease or the application of same to parties or circumstances other than those to which it was held invalid or unenforceable shall not be affected thereby and each remaining Section, Subsection, term or provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

30. REAL ESTATE BROKER:

30.1 Lessor represents and warrants that Lessor has not signed a listing agreement, dealt with or otherwise agreed to pay a broker's commission, finder's fee or other like compensation to any one in connection with the Lease of the Premises or the transaction contemplated by this Lease and Lessor agrees to indemnify and hold Lessee harmless from and against such claims or costs, including attorneys fees, incurred as a result of the transaction contemplated by this Lease.

31. PEACEFUL POSSESSION:

31.1 Lessor covenants that Lessee, upon the payment of Rent, and the performance of the covenants and subject to the conditions of this Lease, shall and may peacefully and quietly have, hold and enjoy the Premises for the Term of the Lease and any renewal Terms.

32. COMPLIANCE WITH LAWS:

32.1 In performing under this Lease, Lessee shall comply with all applicable Federal, State, County and City laws, including statutes, ordinances and regulations; shall obtain all necessary permits and approvals relating thereto; and shall be solely responsible for making such changes to the Premises as may be necessary in order to comply with the Americans With Disabilities Act or any other applicable laws when such changes arise by virtue of Lessee's use of the Premises.

32.2 Nothing in this Lease shall be deemed to waive the requirements of the various codes and ordinances of the City of Las Vegas applicable to Lessee's use of the Premises.

33. SPECIAL PROVISIONS:

- 33.1 Any violation of the special provisions contained in this Section shall constitute a material breach of this license.
- 33.2 The use of the Premises is limited to a Wireless Communications System and those uses necessary to operate a Wireless Communications System. This Lease does not authorize the use of the Premises for the redistribution of video signals to third parties or the redistribution of radio frequencies not directly related to a Wireless Communications System.
- 33.3 Lessee shall not use the facilities authorized to be placed on the Premises for any use not authorized herein. This Lease shall be considered automatically revoked without further action by the Lessor if the unauthorized use is not corrected within thirty (30) calendar days after notice by the Lessor to abate any unauthorized use. Lessee shall cease use of the facilities in the Premises and take appropriate action as authorized by the Lessor to remove the facilities from the Premises.
- 33.4 This Lease does not authorize Lessee to use the Premises to provide cable service or operate a cable system as defined by the City Code of the City of Las Vegas or the Cable Act of 1984 as amended by the Telecommunications Act of 1996. This Lease does not authorize Lessee to use the Premises for video transmissions. This Lease shall not be interpreted to grant the rights of a franchise required by any City ordinance, State statute or constitutional provision or Federal law.
- 33.5 This Lease does not authorize in any manner the telephone lines or cables that support the Backhaul portion of the Network. Placement by Lessee or any other party of such lines and cables to support the Backhaul Network or supply power to a Backhaul Network must be in accordance with applicable laws and regulations. This Lease shall not be in any manner considered a waiver or relinquishment of any right or claim the Lessor may have to require a permit, license or franchise for any such lines, cables or physical facilities that comprise the Backhaul Network.
- 33.6 Should Lessee, at any time during the Term of this Lease, be deprived of the use of the Premises, or any part thereof, the Lessor will proportionately abate the rent during this time, and Lessee shall have no other recourse against the Lessor for the Lessor's failure to provide Lessee the use of the Premises set forth herein.

- 33.7 For purposes of this Lease, the Contract Administrator shall be the Manager. In any dispute concerning an interpretation of this Lease or concerning the work to be performed hereunder, the final determination shall be made by the Manager. If Lessee disputes the decision of the Manager, it may pursue such remedies as provided for herein or available at law.
- 33.8 Lessor retains the right to inspect the Premises at any time during the Lease Term or any extensions thereof. The Lessor shall give Lessee prior notice of such inspection and Lessee shall have the right to accompany the Lessor on such inspection. Prior notice and right to accompany shall not apply during inspection for emergency purposes.
34. HOLDING OVER:
- 34.1 Should Lessee hold over after the expiration of this Lease, such holding over shall constitute and be construed as an extension from month-to-month only, unless otherwise agreed in writing. All obligations and duties imposed by this Lease upon Lessor and Lessee shall remain the same during such period of occupancy. This Section shall not be construed as authorizing or condoning a holding over by Lessee.
35. INSOLVENCY:
- 35.1 In addition to any other remedies or rights of Lessor hereunder, if Lessee shall at any time during the Term of this Lease be or become insolvent, voluntarily or involuntarily, or if Lessee shall compound Lessee's debts or if any sheriff, marshal, constable, or any other officer takes possession of the Premises by virtue of any execution or attachment, or if any receiver or trustee is appointed for Lessee's property, or in the event Lessee shall be adjudged a bankrupt, or files a petition under any chapter of the Bankruptcy Act, then in such event, this lease shall be terminated at the option of Lessor, effective the day prior to any such action for filing. In addition, any such event shall be deemed an event of default hereunder entitling Lessor to all rights and remedies herein and as provided by law.
36. WAIVER:
- 36.1 No covenant, term or condition of this Lease shall be deemed to have been waived by either party hereto unless such waiver be in writing.
37. NO PARTNERSHIP:
- 37.1 The relationship of the parties hereto is solely that of Lessor and Lessee, and under no circumstances shall the parties hereto be considered as partners or joint venturers.

38. FURTHER ASSURANCE:

38.1 Each of the parties agree to do such further acts and to execute and deliver additional Agreements and instruments as the other may reasonably require to consummate, evidence or confirm this Lease or any other Agreement continued herein in the manner contemplated hereby.

39. INTERPRETATION:

39.1 Each party to this Lease and its counsel will have reviewed and revised this Lease. The normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Lease or in any amendments or exhibits to this Lease.

40. RENT PAYMENT:

40.1 Lessee's checks for Rent shall be made payable to the City of Las Vegas and mailed or delivered to: City of Las Vegas, Department of Finance and Business Services, 400 Stewart Avenue, Las Vegas, Nevada 89101.

41. DATE OF LEASE:

41.1 The parties acknowledge that certain obligations of Lessor and Lessee are to be performed within the certain specified periods of time, which are determined by reference to the date of execution of this Lease. The parties therefore agree that whenever the term "Date of Execution of this Lease" or words of similar import are used herein, they shall mean the date upon which this Lease has been duly executed by Lessor.

42. MODIFICATIONS OR AMENDMENTS:

Upon approval of this initial agreement by the City Council and after it has been fully executed by signature of all parties, staff of the Real Estate & Asset Management Division of the City's Department of Public Works 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, 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.

43. WAIVER OF LESSOR'S LIEN:

- (a) Lessor waives any lien rights it may have concerning Lessee's Wireless Communications System facilities, which are deemed Lessee's personal property and not fixtures, and Lessee has the right to remove the same at any time without Lessor's consent.
- (b) Lessor acknowledges that Lessee may enter into a financing arrangement including promissory notes and financial and security agreements for the financing of Lessee's Wireless Communications System facilities (the "Collateral") with a third party financing entity (and may in the future enter into additional financing arrangements with other financing entities). In connection therewith, Lessor (i) consents to the installation of the Collateral; (ii) disclaims any interest in the Collateral, as fixtures or otherwise; and (iii) agrees that the Collateral shall be exempt from execution, foreclosure, sale, levy, attachment, or distress for any Rent due or to become due and that such Collateral may be removed at any time without recourse to legal proceedings.

...

...

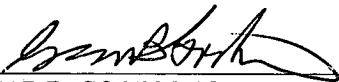
44. DISCLOSURE OF PRINCIPALS:

In order to satisfy Resolution R-105-99 adopted by the City of Las Vegas City Council on November 17, 1999, Nextel of California, DBA Nextel Communications, Inc. will provide a disclosure in the form attached hereto as Exhibit "E". If Nextel of California, DBA Nextel Communications, Inc, or its principal or partners described above are required to provide disclosure under federal law, such as disclosure required by the Securities and Exchange Commission (SEC) or the Employee Retirement Income Act (ERIA), and attaches current copies of such federal disclosures to Exhibit "E", the requirement of this Section shall be satisfied. Throughout the term hereof, Nextel of California, DBA Nextel Communications, Inc., shall within fifteen (15) days notify City in writing of any material change in the above disclosure. Copies of new federal disclosure filings shall also be sent to the City within fifteen (15) days of any such filing.

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

"Lessor"

CITY OF LAS VEGAS


OSCAR B. GOODMAN, Mayor

ATTEST:


BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:

 9/9/04
City Attorney Date

"Lessee"

Nextel of California,
DBA Nextel Communications, Inc

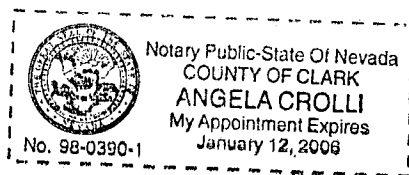

Gilbert Montoya, Vice President of
Engineering & O.P.S.

ACKNOWLEDGEMENTS

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On this 26th day of OCTOBER, 2004, personally appeared before me, a Notary Public in and for said County and State, OSCAR B. GOODMAN, Mayor and BARBARA JO RONEMUS, City Clerk, City of Las Vegas, known to me to be the person(s) described in and who executed the foregoing instrument and who acknowledged to me that they executed the same freely and voluntarily and for the uses and purposes therein mentioned.

Angela Crolli
NOTARY PUBLIC, in and for said
County and State



STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

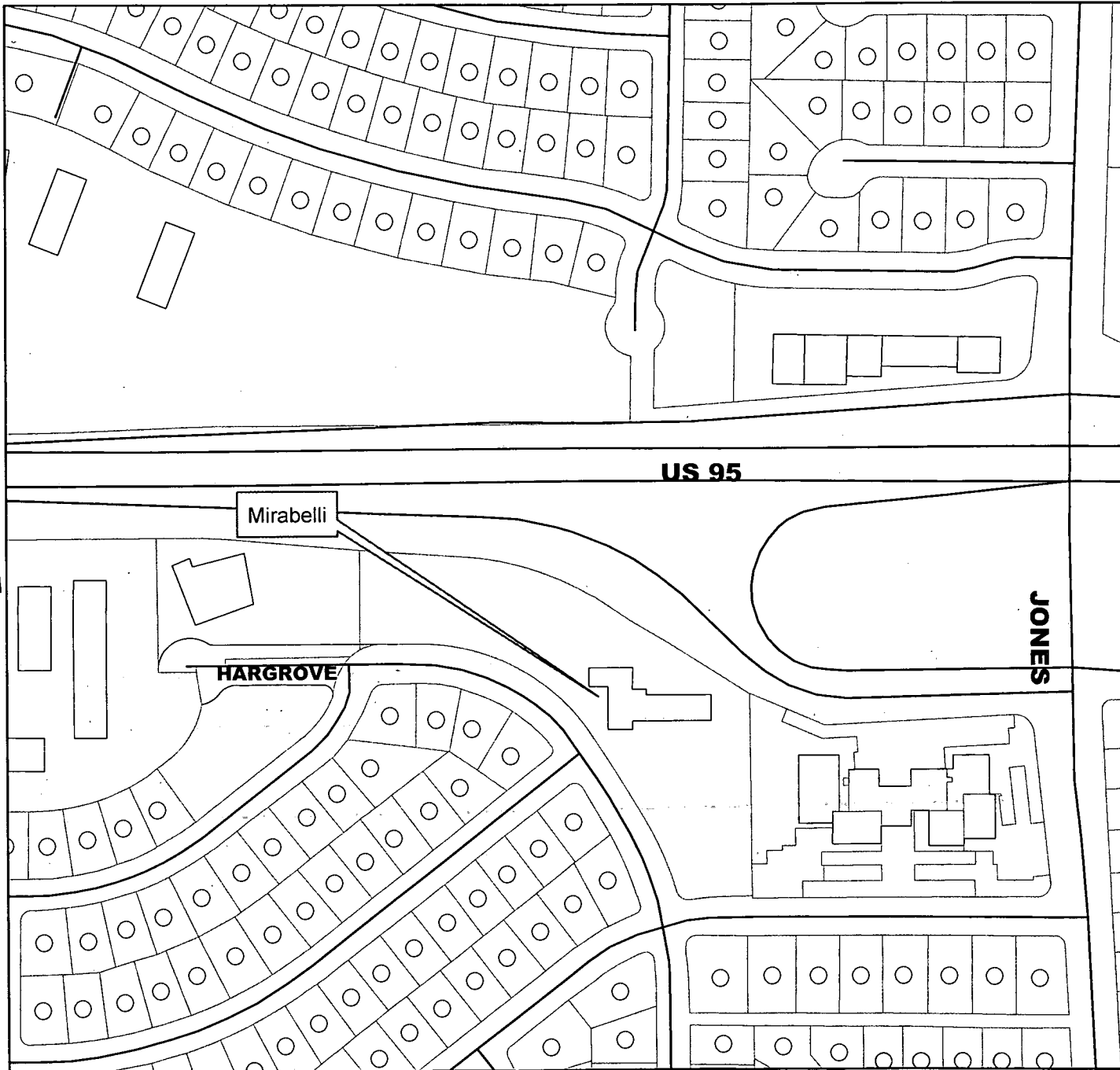
On this ____ day of _____, 2004, personally appeared before me, a Notary Public in and for said County and State, _____, known to me to be the person described in and who executed the foregoing instrument and who acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.

NOTARY PUBLIC, in and for said
County and State

When recorded, mail to:

City of Las Vegas
Attn: Manager
Department of Public Works/Real Estate & Assets
400 Stewart Avenue, 4th Floor
Las Vegas, Nevada 89101

Ex. A



Site Map

INITIALS		

Legend

- Street Centerline
- ▭ Parcels
- ▭ Building Footprints
- scl_majors
- ▭ City of Las Vegas

Real Estate & Asset Mgmnt



9/3/04



Site Map

Real Estate & Asset Mgmnt



9/3/04

EXHIBIT "B"
Nextel @ Mirabelli
RENTAL FEES

MONTHLY/YEARLY
RENTAL PAYMENT CALCULATIONS

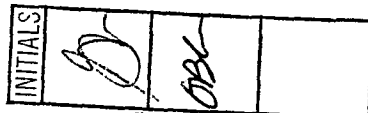
INITIAL 5-YEAR TERM	MONTHLY RENTAL PAYMENT	TOTAL YEARLY AMOUNT
1st YEAR	\$ 1,800.00	\$ 21,600.00
2nd YEAR	\$ 1,854.00	\$ 22,248.00
3rd YEAR	\$ 1,910.00	\$ 22,920.00
4th YEAR	\$ 1,967.00	\$ 23,604.00
5th YEAR	\$ 2,026.00	\$ 24,312.00

FIRST 5-YEAR RENEWAL TERM	MONTHLY RENTAL PAYMENT	TOTAL YEARLY AMOUNT
1st YEAR	\$ 2,087.00	\$ 25,044.00
2nd YEAR	\$ 2,150.00	\$ 25,800.00
3rd YEAR	\$ 2,215.00	\$ 26,580.00
4th YEAR	\$ 2,281.00	\$ 27,372.00
5th YEAR	\$ 2,349.00	\$ 28,188.00

SECOND 5-YEAR RENEWAL TERM	MONTHLY RENTAL PAYMENT	TOTAL YEARLY AMOUNT
1st YEAR	\$ 2,419.00	\$ 29,028.00
2nd YEAR	\$ 2,492.00	\$ 29,904.00
3rd YEAR	\$ 2,567.00	\$ 30,804.00
4th YEAR	\$ 2,644.00	\$ 31,728.00
5th YEAR	\$ 2,723.00	\$ 32,676.00

THIRD 5-YEAR RENEWAL TERM	MONTHLY RENTAL PAYMENT	TOTAL YEARLY AMOUNT
1st YEAR	\$ 2,805.00	\$ 33,660.00
2nd YEAR	\$ 2,889.00	\$ 34,668.00
3rd YEAR	\$ 2,976.00	\$ 35,712.00
4th YEAR	\$ 3,065.00	\$ 36,780.00
5th YEAR	\$ 3,157.00	\$ 37,884.00

INITIALS
<i>[Signature]</i>



NEXTEL

COMMUNICATIONS, INC.

OAKHAVEN
NV-7300-F

6208 HARGROVE AVE.
LAS VEGAS, NEVADA 89107

NEXTEL

750 E. Warm Springs, Suite #120
Las Vegas, NV 89119
(702) 614-5600
(702) 614-5685 FAX

PROJECT INFORMATION:

NV-7300-F
OAKHAVEN

6208 HARGROVE AVE.
LAS VEGAS, NEVADA 89107

CURRENT ISSUE DATE:

07/14/04

ISSUED FOR:

100% CONSTRUCTION

REV.: DATE DESCRIPTION BY:

1	07/14/04	100% CONSTRUCTION	B.L.
2	07/06/04	BOX CONSTRUCTION	B.L.

PLANS PREPARED BY:

SPECTRUM

SURVEYING & ENGINEERING
7351 W. CHARLESTON BLVD., SUITE 120
LAS VEGAS, NEVADA 89117
PH. (702) 367-7705
FAX (702) 367-8733

DRAWN BY: CHK. APV.

B. LANGSTON D. CAPE C.W.

LICENSURE:

LICENSURE:

SHEET TITLE:

TITLE SHEET

SHEET NUMBER: REVISION:

T1

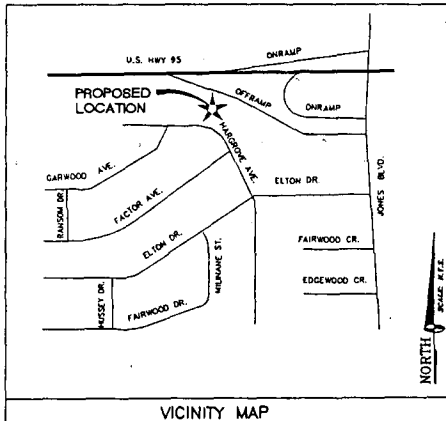
1

NV-7300-F

THE PROPOSED PROJECT INCLUDES:

- INSTALLATION OF WIRELESS ANTENNAS ON AN EXISTING 80' MONOPOLE AT A CENTERLINE HEIGHT OF 60'.
- INSTALLATION OF A 11'-8"x20' EQUIPMENT SHELTER ON A CONCRETE PAD.
- INSTALLATION OF TWO GPS ANTENNAS.
- COAXIAL CABLE RUNS FROM RADIOS TO ANTENNAS.
- NEW TELEPHONE CONDUIT RUN TO CABINETS.
- NEW 200A DEDICATED ELECTRICAL SERVICE TO METER.
- INSTALLATION 6' BLOCK WALL TO MATCH EXISTING.
- INSTALLATION (1) 6' SWING GATES TO MATCH EXISTING.

PROJECT DESCRIPTION



VICINITY MAP

APPLICANT/ESSEE

NEXTEL COMMUNICATIONS, INC.
750 EAST WARM SPRINGS ROAD
LAS VEGAS, NEVADA 89119

CONTACTS:
WIFI GARCIA (702) 614-5678
JASON HOWARD (702) 348-4581
DAVE RICHDALE (702) 348-8988

PROPERTY INFORMATION

OWNER: CITY OF LAS VEGAS
400 E. STEWART AVE.
LAS VEGAS, NEVADA 89101-2927

CONTACT: DAVID ROJIC
PHONE: (702) 229-1021

AREA OF CONSTRUCTION: 400± SQ. FT.

JURISDICTION: CITY OF LAS VEGAS

OCCUPANCY TYPE: S-2

CONSTRUCTION TYPE: V-B

CURRENT ZONING: C-V

ZONING APPLICATION #: T.B.D.

APPLICANT: 138-35-501-011

HANDICAP REQUIREMENTS: FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION. HANDICAPPED ACCESS NOT REQUIRED.

PROJECT INFORMATION

EQUIPMENT LOCATION: ☐ OUTDOOR ☒ INDOOR

EQUIPMENT SHELTER: ☒ YES ☐ NO

ANTENNA LOCATION:
☐ NEW MONOPOLE
☐ SELF SUPPORT TOWER
☐ EXISTING MONOPOLE
☐ ROOF TOP
☐ EXISTING TOWER
☐ OTHER

PROJECT SUMMARY

ALL WORK AND MATERIALS SHALL BE PERFORMED AND INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THESE CODES.

1. INTERNATIONAL BUILDING CODE 2003
2. WYSIPE JUDGMENTS
3. UNIFORM MECHANICAL CODE 2000
4. ASHRAE-222-77 LIFE SAFETY CODE
5. UNIFORM PLUMBING CODE 2000
6. NATIONAL ELECTRICAL CODE 2002
7. LOCAL BUILDING CODE(S)
8. CITY AND/OR COUNTY ORDINANCES

CODE COMPLIANCE

CIVIL ENGINEER

SPECTRUM SURVEYING & ENGINEERING
7351 W. CHARLESTON BLVD., SUITE 120
LAS VEGAS, NEVADA 89117
CHRIS WENNER
PHONE: (702) 367-7705 FAX: (702) 367-8733

STRUCTURAL ENGINEER:

ENGINEERED ENDOAVORS INC.
7810 JENNIFER DRIVE
MENTOR, OHIO 44060
(440) 918-1101
(440) 918-1108 FAX

ELECTRICAL ENGINEER:

SPECTRUM SURVEYING & ENGINEERING
7351 W. CHARLESTON BLVD., SUITE 120
LAS VEGAS, NEVADA 89117
RICHARD TOMASELLO
PHONE: (702) 367-7705 FAX: (702) 367-8733

TOWER ENGINEER:

ENGINEERED ENDOAVORS INC.
7810 JENNIFER DRIVE
MENTOR, OHIO 44060
(440) 918-1101
(440) 918-1108 FAX

SURVEYOR:

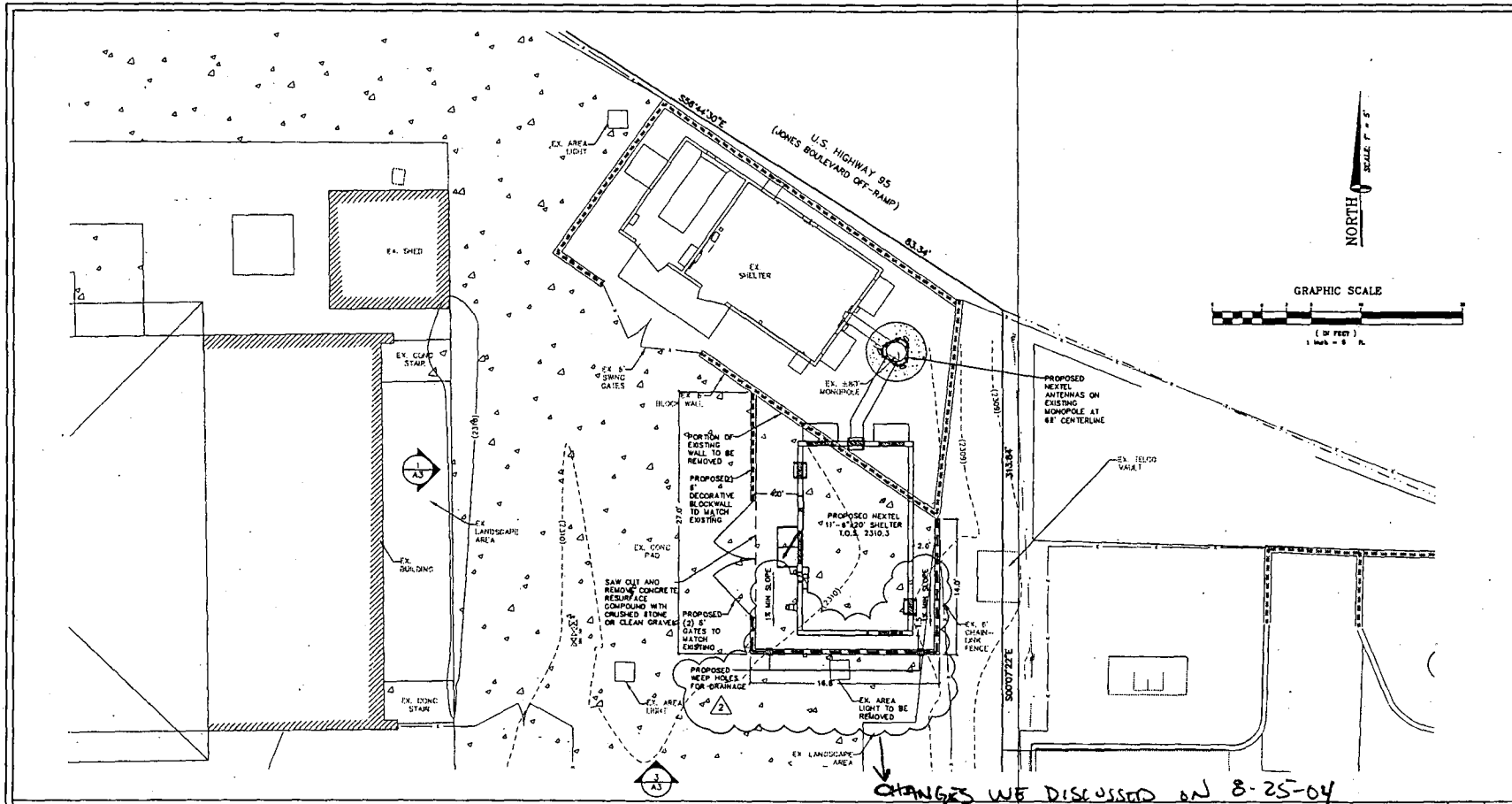
SPECTRUM SURVEYING & ENGINEERING
7351 W. CHARLESTON BLVD., SUITE 120
LAS VEGAS, NEVADA 89117
CHRIS WENNER
PHONE: (702) 367-7705 FAX: (702) 367-8733

PROJECT TEAM

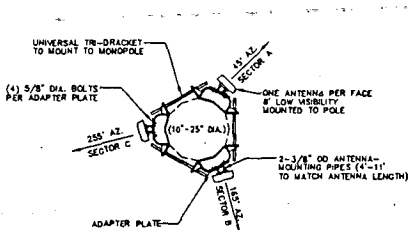
SHEET	DESCRIPTION	REV.
T1	TITLE SHEET	1
T2	ABBREVIATIONS, LEGENDS, GENERAL & CONSTRUCTION NOTES	1
C1	SITE SURVEY (NOT INCLUDED FOR PERMIT)	0
A1	SITE PLAN	1
A2	SITE DETAIL & ANTENNA LAYOUT	1
A3	ANTENNA LAYOUT, ANTENNA & CABLE SCHEDULE, ELEVATIONS	1
A4	CONSTRUCTION DETAILS	1
A5	CONSTRUCTION DETAILS	1
E1	POWER, TELCO & COAX ROUTING, PANEL SCHEDULE, 1-LINE DIAGRAM, AND NOTES	1
E2	GROUNDING LAYOUT, SCHEMATIC, NOTES AND DETAILS	1
E3	ELECTRICAL AND GROUNDING DETAILS	1
ISSUED FOR:		
SHEET INDEX		PERMIT

TITLE	SIGNATURE	DATE
RF ENGINEER		
REAL ESTATE		
PROPERTY OWNER		
ZONING APPROVAL		
CONSTRUCTION DIRECTOR		
ADDITIONAL APPROVAL		
APPROVAL LIST		

NY-2300



LEASE DETAIL



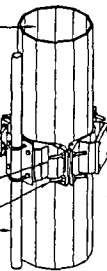
12-SIDED MONOPOLE SHOWN. SEE MANUFACTURER'S SPECS. FOR ACTUAL SIZE AND TYPE.

ADAPTER PLATE W/ (4) 5/8" DIA. BOLTS

(3) UNIVERSAL BRACKET

(6) 1/2" x 21" ALL THREAD

(3) 2 3/4" OD MOUNTING PIPE (4'-11" TO MATCH ANTENNA LENGTH)



ANTENNA LAYOUT

SCALE: 1" = 3' 3 NOT USED

SCALE: 1" = 5'

NEXTEL

COMMUNICATIONS, INC.
750 E. Wynn Springs, Suite #120
Las Vegas, NV 89119
(702) 614-5600
(702) 614-5685 FAX

PROJECT INFORMATION:

NV-7300-F
OAKHAVEN

6208 HARGROVE AVE.
LAS VEGAS, NEVADA 89107

CURRENT ISSUE DATE:

08/26/04

ISSUED FOR:

100% CONSTRUCTION

REV. DATE DESCRIPTION BY

REV.	DATE	DESCRIPTION	BY
1	08/26/04	REMOVE LIGHT AND ADD DRAINAGE	D.L.
2	07/23/04	100% CONSTRUCTION	B.L.
3	07/06/04	50% CONSTRUCTION	B.L.

PLANS PREPARED BY:

SPECTRUM
SURVEYING & ENGINEERING

7351 W. CHARLSTON BLVD., SUITE 120
LAS VEGAS, NEVADA 89117
PH. (702) 367-7705
FAX (702) 367-8733

DRAWN BY: CHK. BY: APV.

B. LANGSTON D. CAPE C.W.

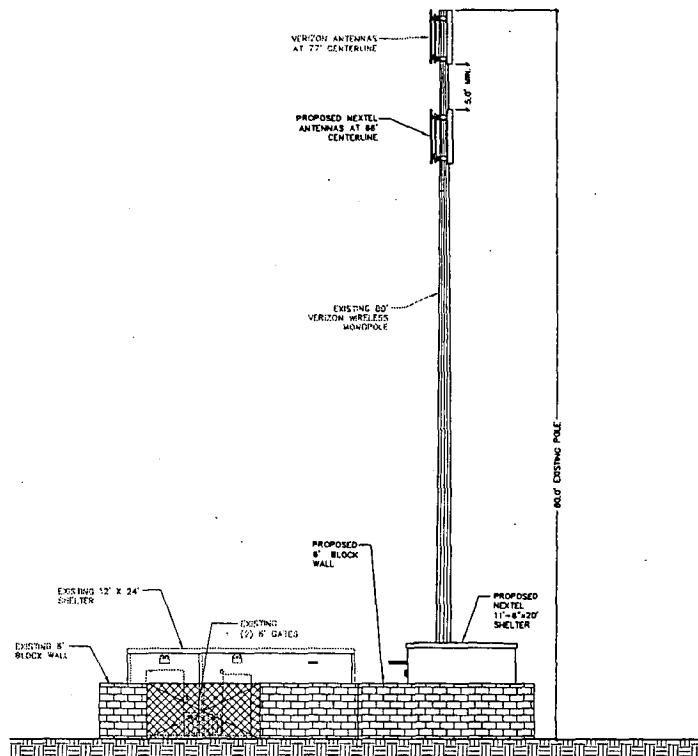
SIGNATURE:

SHEET TITLE:

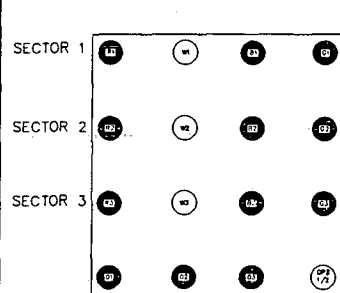
SITE DETAIL
ANTENNA LAYOUT

SHEET NUMBER: REVISION:

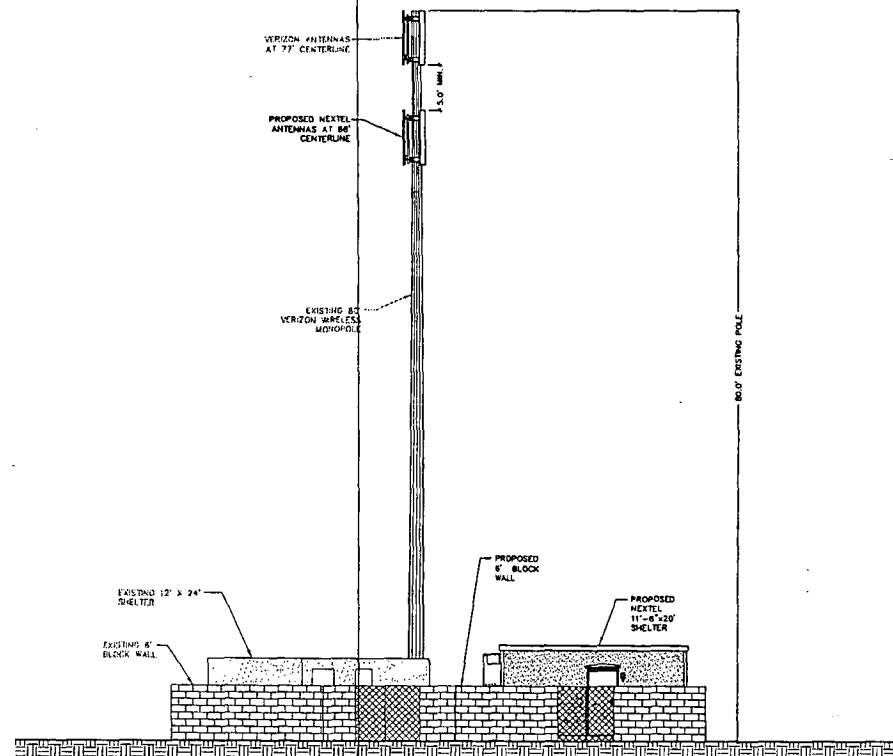
A2 2
NV-7300-F



SOUTH ELEVATION



WAVEGUIDE ENTRY
VIEW FROM OUTSIDE OF SHELTER



WEST ELEVATION

ANTENNA SECTION	AZIMUTH	ANTENNA MAKE/MODEL	COAXIAL CABLE LENGTH	CABLE SIZE	COLOR CODE	TOP AMPER LENGTH	BOTTOM AMP LENGTH
SECTOR A	45°	T.B.D.	80' X 2	1/2" COAX	$\frac{1}{2}$ 1/2	N/A	N/A
SECTOR B	135°	T.B.D.	80' X 2	1/2" COAX	$\frac{1}{2}$ 1/2	N/A	N/A
SECTOR C	225°	T.B.D.	80' X 2	1/2" COAX	$\frac{1}{2}$ 1/2	N/A	N/A
CPS	N/A	MOTOROLA GPS	30' X 2	1/2" COAX	$\frac{1}{2}$ 1/2		

NOTE: CONTRACTOR TO FIELD VERIFY CABLE LENGTHS PRIOR TO ORDERING, FABRICATION, OR INSTALLATION OF CABLES.

NOTE: CONTRACTOR	TO FIELD VERIFY CABLE LENGTHS PRIOR TO ORDERING, FABRICATION, OR INSTALLATION OF CABLES
---------------------	---

GPS ANTENNA 1-1 BAND YELLOW
GPS ANTENNA 2-2 BANDS YELLOW

ANTENNA SYSTEM COLOR CODING

ANTENNA AND CABLE SCHEDULE



PROJECT INFORMATION: =

NV-7300-F
OAKHAVEN
6208 HARGROVE AVE.
LAS VEGAS, NEVADA 89107

CURRENT ISSUE DATE: =

07/14/04

ISSUED FOR:

100% CONSTRUCTION

REV.: DATE: DESCRIPTION: BY:

[illegible]

PLANS PREPARED BY: =

SPECTRUM
SURVEYING & ENGINEERING
7351 W. CHARLESTON BLVD., SUITE 120
LAS VEGAS, NEVADA 89117
PH. (702) 367-7705
FAX (702) 367-8733

DRAWN BY: CHK.: APV.:

B. LANGSTON	O. CAPE	C.W.
-------------	---------	------

LICENSURE: _____

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	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100	101	102	103	104	105	106	107	108	109	110	111	112	113	114	115	116	117	118	119	120	121	122	123	124	125	126	127	128	129	130	131	132	133	134	135	136	137	138	139	140	141	142	143	144	145	146	147	148	149	150	151	152	153	154	155	156	157	158	159	160	161	162	163	164	165	166	167	168	169	170	171	172	173	174	175	176	177	178	179	180	181	182	183	184	185	186	187	188	189	190	191	192	193	194	195	196	197	198	199	200	201	202	203	204	205	206	207	208	209	210	211	212	213	214	215	216	217	218	219	220	221	222	223	224	225	226	227	228	229	230	231	232	233	234	235	236	237	238	239	240	241	242	243	244	245	246	247	248	249	250	251	252	253	254	255	256	257	258	259	260	261	262	263	264	265	266	267	268	269	270	271	272	273	274	275	276	277	278	279	280	281	282	283	284	285	286	287	288	289	290	291	292	293	294	295	296	297	298	299	300	301	302	303	304	305	306	307	308	309	310	311	312	313	314	315	316	317	318	319	320	321	322	323	324	325	326	327	328	329	330	331	332	333	334	335	336	337	338	339	340	341	342	343	344	345	346	347	348	349	350	351	352	353	354	355	356	357	358	359	360	361	362	363	364	365	366	367	368	369	370	371	372	373	374	375	376	377	378	379	380	381	382	383	384	385	386	387	388	389	390	391	392	393	394	395	396	397	398	399	400	401	402	403	404	405	406	407	408	409	410	411	412	413	414	415	416	417	418	419	420	421	422	423	424	425	426	427	428	429	430	431	432	433	434	435	436	437	438	439	440	441	442	443	444	445	446	447	448	449	450	451	452	453	454	455	456	457	458	459	460	461	462	463	464	465	466
---	---	---	---	---	---	---	---	---	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----

11

Downloaded from <http://ajph.org/> at University of California, San Diego on June 11, 2015

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	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100	101	102	103	104	105	106	107	108	109	110	111	112	113	114	115	116	117	118	119	120	121	122	123	124	125	126	127	128	129	130	131	132	133	134	135	136	137	138	139	140	141	142	143	144	145	146	147	148	149	150	151	152	153	154	155	156	157	158	159	160	161	162	163	164	165	166	167	168	169	170	171	172	173	174	175	176	177	178	179	180	181	182	183	184	185	186	187	188	189	190	191	192	193	194	195	196	197	198	199	200	201	202	203	204	205	206	207	208	209	210	211	212	213	214	215	216	217	218	219	220	221	222	223	224	225	226	227	228	229	230	231	232	233	234	235	236	237	238	239	240	241	242	243	244	245	246	247	248	249	250	251	252	253	254	255	256	257	258	259	260	261	262	263	264	265	266	267	268	269	270	271	272	273	274	275	276	277	278	279	280	281	282	283	284	285	286	287	288	289	290	291	292	293	294	295	296	297	298	299	300	301	302	303	304	305	306	307	308	309	310	311	312	313	314	315	316	317	318	319	320	321	322	323	324	325	326	327	328	329	330	331	332	333	334	335	336	337	338	339	340	341	342	343	344	345	346	347	348	349	350	351	352	353	354	355	356	357	358	359	360	361	362	363	364	365	366	367	368	369	370	371	372	373	374	375	376	377	378	379	380	381	382	383	384	385	386	387	388	389	390	391	392	393	394	395	396	397	398	399	400	401	402	403	404	405	406	407	408	409	410	411	412	413	414	415	416	417	418	419	420	421	422	423	424	425	426	427	428	429	430	431	432	433	434	435	436	437	438	439	440	441	442	443	444	445	446	447	448	449	450	451	452	453	454	455	456	457	458	459	460	461	462	463	464	465	466
---	---	---	---	---	---	---	---	---	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----

1111

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	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100	101	102	103	104	105	106	107	108	109	110	111	112	113	114	115	116	117	118	119	120	121	122	123	124	125	126	127	128	129	130	131	132	133	134	135	136	137	138	139	140	141	142	143	144	145	146	147	148	149	150	151	152	153	154	155	156	157	158	159	160	161	162	163	164	165	166	167	168	169	170	171	172	173	174	175	176	177	178	179	180	181	182	183	184	185	186	187	188	189	190	191	192	193	194	195	196	197	198	199	200	201	202	203	204	205	206	207	208	209	210	211	212	213	214	215	216	217	218	219	220	221	222	223	224	225	226	227	228	229	230	231	232	233	234	235	236	237	238	239	240	241	242	243	244	245	246	247	248	249	250	251	252	253	254	255	256	257	258	259	260	261	262	263	264	265	266	267	268	269	270	271	272	273	274	275	276	277	278	279	280	281	282	283	284	285	286	287	288	289	290	291	292	293	294	295	296	297	298	299	300	301	302	303	304	305	306	307	308	309	310	311	312	313	314	315	316	317	318	319	320	321	322	323	324	325	326	327	328	329	330	331	332	333	334	335	336	337	338	339	340	341	342	343	344	345	346	347	348	349	350	351	352	353	354	355	356	357	358	359	360	361	362	363	364	365	366	367	368	369	370	371	372	373	374	375	376	377	378	379	380	381	382	383	384	385	386	387	388	389	390	391	392	393	394	395	396	397	398	399	400	401	402	403	404	405	406	407	408	409	410	411	412	413	414	415	416	417	418	419	420	421	422	423	424	425	426	427	428	429	430	431	432	433	434	435	436	437	438	439	440	441	442	443	444	445	446	447	448	449	450	451	452	453	454	455	456	457	458	459	460	461	462	463	464	465	466
---	---	---	---	---	---	---	---	---	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----

Downloaded from ascelibrary.org by University of California, San Diego on 06/01/15. Copyright ASCE, For All Rights Reserved, No part of this document may be reproduced without written permission from ASCE.

SHEET TITLE: _____

--	--

ANTENNA SCHEDULE

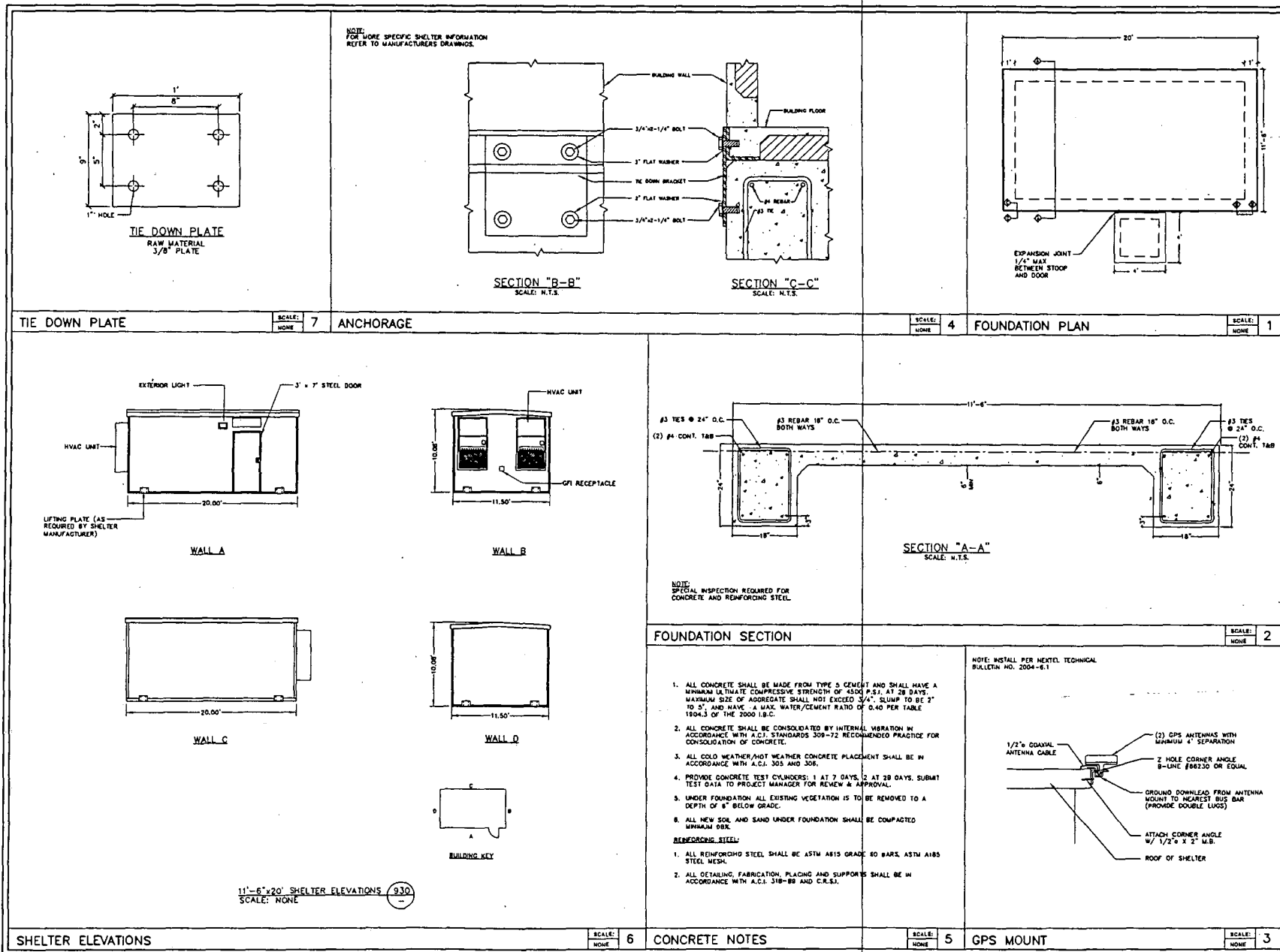
AND ELEVATIONS

SHEET NUMBER: REVISION:

100

A.3

710	NV-7300-F
-----	-----------



NEXTEL
COMMUNICATIONS, INC.
750 E. Warm Springs, Suite #120
Las Vegas, NV 89119
(702) 614-5600
(702) 614-5685 FAX

PROJECT INFORMATION:
NV-7300-F
OAKHAVEN
6208 HARGROVE AVE.
LAS VEGAS, NEVADA 89107

CURRENT ISSUE DATE:
07/14/04

ISSUED FOR:
100% CONSTRUCTION

REV.: DATE: DESCRIPTION: BY:

07/14/04	100% CONSTRUCTION	B.L.
07/06/04	90% CONSTRUCTION	B.L.

PLANS PREPARED BY:
SPECTRUM
SURVEYING & ENGINEERING
7351 W. CHARLESTON BLVD., SUITE 120
LAS VEGAS, NEVADA 89117
PH. (702) 367-7705
FAX (702) 367-8733

DRAWN BY: CHK. APV.
B. LANGSTON D. CAPE C.W.

LICENSURE:

SHEET TITLE:

CONSTRUCTION DETAILS

SHEET NUMBER: REVISION:

A4 1
NW-7300-F

NEXTEL
COMMUNICATIONS, INC.
750 E. Wynn Springs, Suite #120
Las Vegas, NV 89119
(702) 614-5000
(702) 614-5685 FAX

PROJECT INFORMATION:
NV-7300-F
OAKHAVEN
6208 HARGROVE AVE.
LAS VEGAS, NEVADA 89107

CURRENT ISSUE DATE:
07/14/04

ISSUED FOR:
100% CONSTRUCTION

REV: DATE: DESCRIPTION: BY:

07/14/04	100% CONSTRUCTION	B.L.
07/06/04	90% CONSTRUCTION	B.L.

PLANS PREPARED BY:
SPECTRUM
SURVEYING & ENGINEERING
7351 W. CHARLESTON BLVD., SUITE 120
LAS VEGAS, NEVADA 89117
PH. (702) 367-7705
FAX (702) 367-8733

DRAWN BY: CHK: APV:
B. LANGSTON O. CAPE C.W.

LICENSURE:

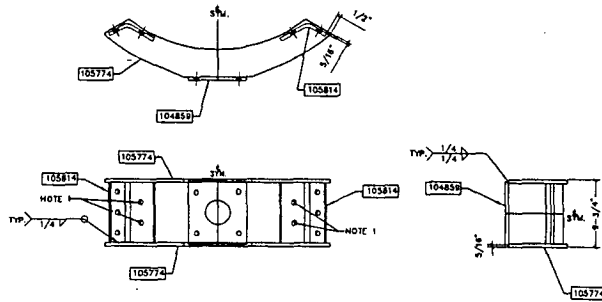
SHEET TITLE:

CONSTRUCTION DETAILS

SHEET NUMBER: REVISION:

A5 1

NV-7300-F

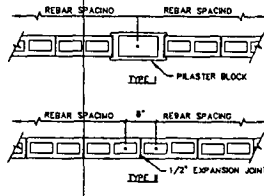
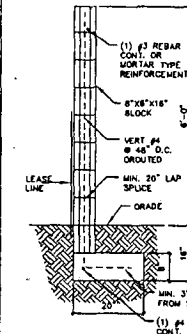


- NOTES:
1. TAP AFTER GALV. WITH 3/4"-10 UNC 0.010 OVERSIZED TAP
 2. FABRICATE PER MICROPLECT STANDARDS A-79100.

REV'D	PART NO.	QTY.	DESCRIPTION	LENGTH	WEIGHT
1	35-105814	1	PLATE WELDMENT	31 7/8	105.59
1	21-104850 A-104859	PL 1/2 X 8 1/4 X 9 1/8		9 1/8	10.7
2	21-105774 C-105774	PL 1/2 X 8 7/8 X 31 7/8		31 15/16	79.2
2	21-105814 B-105814	PL 1/2 X 7 1/8 X 8 3/4		8 3/4	17.6

A/C DRAIN DETAIL

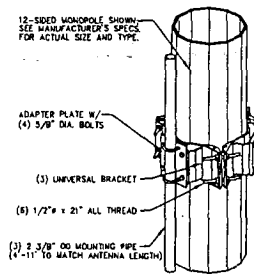
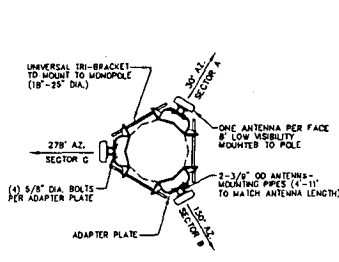
ICE BRIDGE



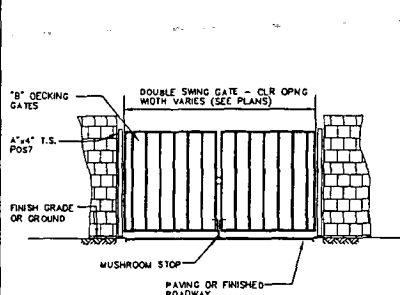
- NOTE:
1. A GOOD CONCRETE MIXTURE FOR FOOTINGS IS BY VOLUME, 1 PART PORTLAND CEMENT, 2.75 PARTS SAND, 4 PARTS GRAVEL, NOT LARGER THAN 1.5 INCHES, AND JUST ENOUGH WATER TO MAKE THE MIXTURE "MUSHY" AND WORKABLE, BUT NOT "SOUPY". THE WATER CONTENT SHOULD NOT BE MORE THAN 7.5 GALLONS PER SACK OF CEMENT FOR THE ABOVE MIX. WHERE SALTS ARE PRESENT IN THE SOIL, TYPE V CEMENT IS REQUIRED.
 2. A GOOD MORTAR MIXTURE SHOULD BE IN PROPORTIONS OF ONE (1) PART PORTLAND CEMENT, ONE-THIRD (1/3) PART LIME (HYDRATED), AND THREE (3) PARTS SAND. THE WATER CONTENT SHOULD BE ACCORDING TO ABSORPTION AND SUCTION ABILITY TO ASSURE NORMAL FLOW AND SPREADING WITH A TROWEL.
 3. A GOOD GROUT MIXTURE SHOULD BE COMPOSED BY VOLUME OF ONE (1) PART PORTLAND CEMENT, TWO (2) PARTS SAND, AND ONE (1) PART P.C.A. GRAVEL. SUFFICIENT WATER SHALL BE ADDED TO PRODUCE CONSISTENCY FOR POURING WITHOUT SEGREGATION.
 4. UNSUPPORTED ENDS OF WALLS SHALL TERMINATE IN A REINFORCED PLASTER COLUMN OR THE END CELL SHALL BE REINFORCED AND GROUTED SOLID.
 5. THIS WALL HAS BEEN DESIGNED TO BE SUPPORTED BY SOIL THAT DEVELOPS 1500 P.S.F. BEARING CAPACITY. WHERE A LOCATION HAS SOIL THAT CANNOT SUPPORT THE DESIGN OR HAS SPECIAL SOIL CONDITIONS, THIS DESIGN CANNOT BE USED. CONTACT YOUR LOCAL BUILDING DEPARTMENT.

UNIVERSAL BRACKET MOUNT SECTION

BLOCK WALL DETAIL



NEXTEL COMMUNICATIONS
NV-7300 "F" OAKHAVEN
1415 SOUTH OAKHAVEN DR.
EMERGENCY CONTACT:
949-862-2249

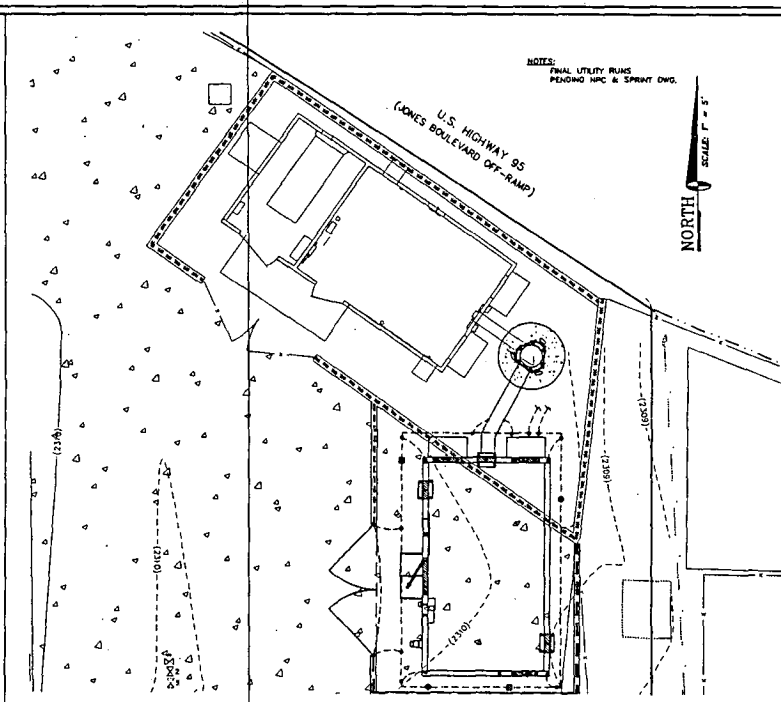


ANTENNA ATTACHMENT DETAILS

SIGN ON GATE

DOUBLE SWING GATE

SCALE:	3
1" = 10'	



SCALE:	
--------	--

- | | |
|--------|---|
| SCALE: | 5 |
| VALUE | |

SCALE:	5
VALUE	

SCALE:	5
VALUE	

*NOTE: FOR MORE SPECIFIC PANEL INFORMATION, REFER TO SHELTER MANUFACTURER PANEL SCHEDULE

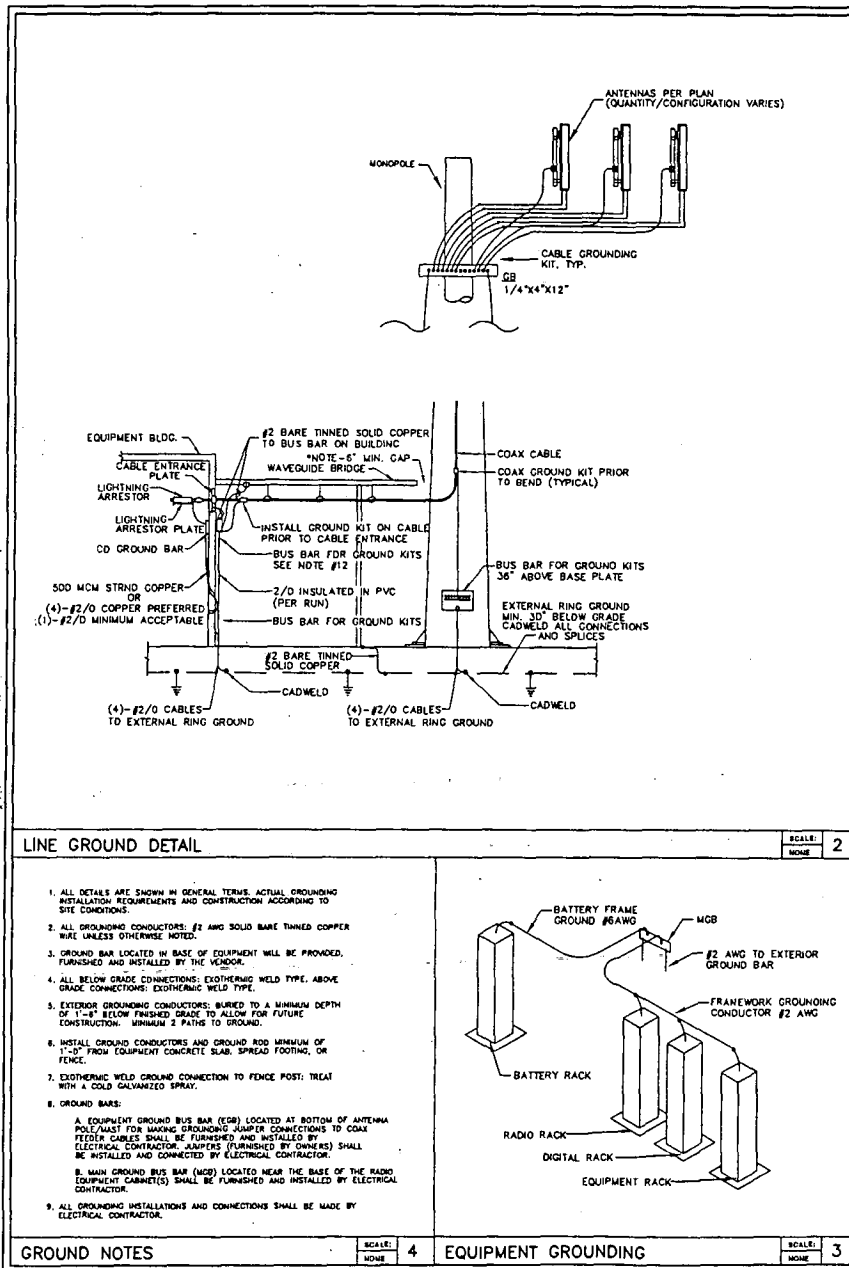
SCALE:	6
NONE	

SCALE:	4
NONE	



SCALE:	2
NAME:	

E1	1
	NV-7300-F



NEXTEL
COMMUNICATIONS, INC.
750 E. Warm Springs, Suite #120
Las Vegas, NV 89119
(702) 614-5600
(702) 614-5685 FAX

PROJECT INFORMATION:
NV-7300-F
OAKHAVEN
6208 HARGROVE AVE.
LAS VEGAS, NEVADA 89107

CURRENT ISSUE DATE:
07/14/04

ISSUED FOR:
100% CONSTRUCTION

REV.	DATE	DESCRIPTION	BY
1	07/14/04	100% CONSTRUCTION	D.L.
2	07/06/04	90% CONSTRUCTION	B.L.

PLANS PREPARED BY:
SPECTRUM
SURVEYING & ENGINEERING
7351 W. CHARLESTON BLVD., SUITE 120
LAS VEGAS, NEVADA 89117
PH. (702) 367-7705
FAX (702) 367-8733

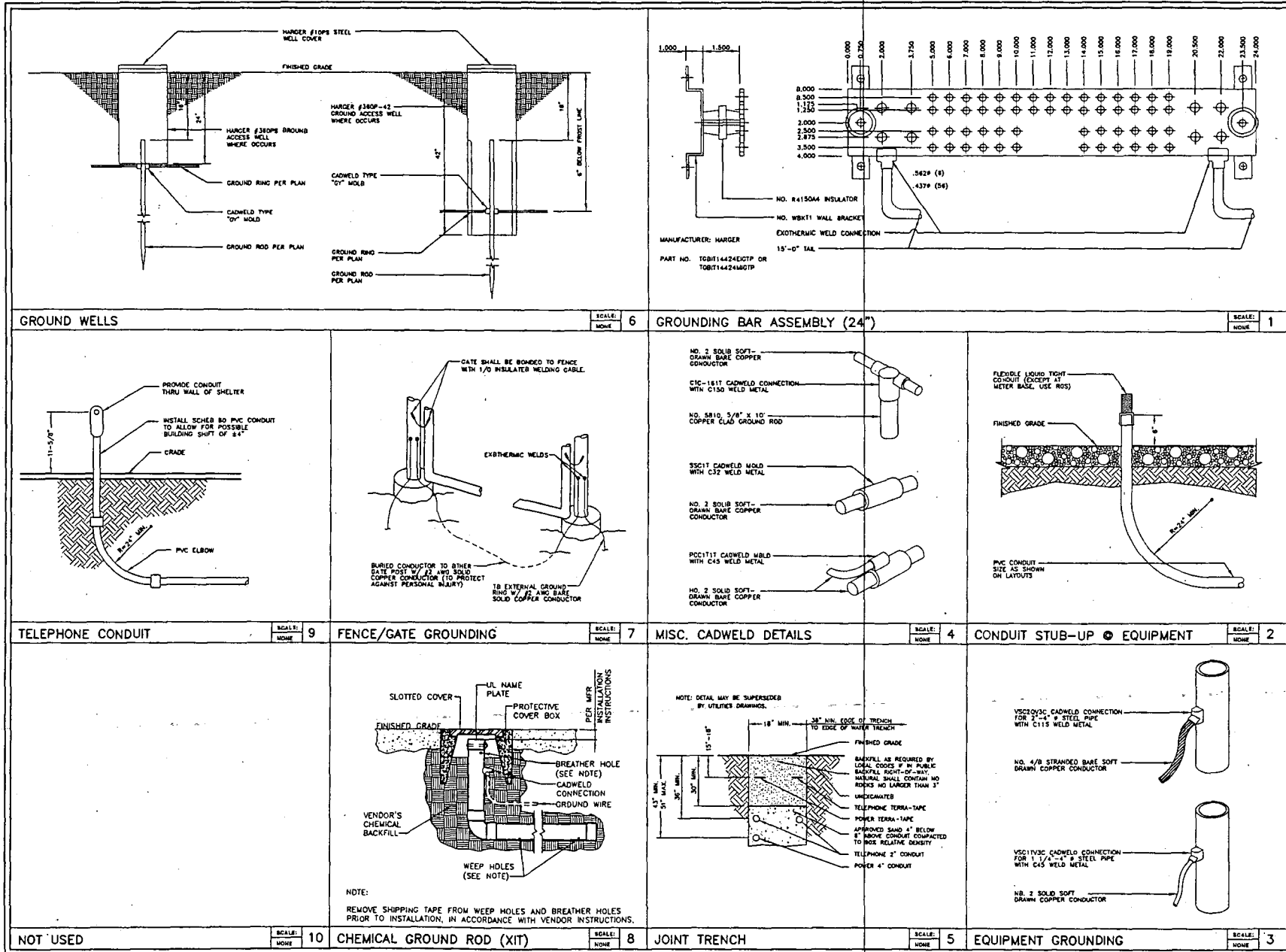
DRAWN BY: CHK. APV.
B. LANGSTON D. CAPE C.W.

LICENSURE:

SHEET TITLE:
GROUNDING LAYOUT
SCHEMATIC AND NOTES

SHEET NUMBER: REVISION:

E2 1
NV-7300-F



NEXTEL
 750 E. Warm Springs, Suite #120
 Las Vegas, NV 89119
 (702) 614-5600
 (702) 614-5655 FAX

PROJECT INFORMATION:
 NV-7300-F
 OAKHAVEN
 6208 HARGROVE AVE.
 LAS VEGAS, NEVADA 89107

CURRENT ISSUE DATE:
 07/14/04

ISSUED FOR:
 100% CONSTRUCTION

REV: DATE: DESCRIPTION: BY:

07/14/04	100% CONSTRUCTION	S.L.
07/06/04	90% CONSTRUCTION	S.L.

PLANS PREPARED BY:
SPECTRUM
 SURVEYING & ENGINEERING
 7351 W. CHARLESTON BLVD., SUITE 120
 LAS VEGAS, NEVADA 89117
 PH. (702) 367-7705
 FAX (702) 367-8733

DRAWN BY: CHK: APV:
 S. LANGSTON D. CAPE C.W.

LICENSURE:

SHEET TITLE:
 ELECTRICAL & GROUNDING DETAILS

SHEET NUMBER: REVISION:
E3 1

NV-7300-F

EXHIBIT "D"

INSURANCE REQUIREMENTS

Nextel @ Mirabelli

A. Prior to its occupancy of the Premises, the Lessee shall, at its sole cost and expense, obtain and thereafter, at all times during which this Lease is in force and effect, maintain bodily liability insurance covering the Premises and any and all improvements thereon 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.

B. Within five (5) days after execution of this Lease Agreement and as a condition to this Lease Agreement continuing in force and effect, Lessee 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 Lessee. 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.

C. In the event that the Lessee fails to obtain or maintain the insurance coverage required herein, the City shall have the right to terminate this Lease.

D. Subject to NRS 41.035, Lessee hereby agrees to protect, indemnify, and hold the Lessor, its officers, employees and agents, harmless from and against any and all claims, damages, losses, expenses, suits, actions, decrees, judgments, awards, attorneys' fees and court costs, which the Lessor, its officers, employees or agents, may suffer or which may be sought against or are recovered or obtainable from the Lessor, its officers, employees or agents, as a result of, or by reason of, or arising out of or in consequence of any act or omission, negligent or otherwise, of the Lessee or its officers, employees, contractors, subcontractors, agents, volunteers or anyone who is directly or indirectly employed by, or is acting in concert with, the Lessee, officers, its employees, contractors, subcontractors, volunteers or agents in the performance of this Agreement.

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

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

HAUTLIN
[Signature]
[Signature]
[Signature]

EXHIBIT "E"

The K-10 document was submitted to the City of Las Vegas Department Public Works, Real Estate Division and is on file in the Real Estate office.

**CERTIFICATE - DISCLOSURE OF OWNERSHIP/PRINCIPALS
(CONTINUED)**

Block 1 <u>Contracting Entity (Name)</u> <i>Nextel of California, Inc.</i> Name Address EIN or Social Security #	Block 2 <u>Description</u> Subject Matter of Contract/Agreement:
--	--

Block 3	<u>Type of Business</u> ☐ Individual ☐ Partnership ☐ Limited Liability Company ☒ Corporation
----------------	--

Block 4	<u>Disclosure of Ownership and Principals</u> 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.	<i>See attachment</i>		
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: _____

Nextel Finance Company owns 100% of the issued and outstanding stock of Nextel of California, Inc. Nextel Communications, Inc. owns 100% of the issued and outstanding stock of Nextel Finance Company.

December 7, 2004

VIA FEDERAL EXPRESS

City of Las Vegas
400 Stewart Ave.
4th Floor
Las Vegas, NV 89101
Attention: Manager
Department: Public Works/Real Estate

RE: Commencement

Nextel Site Reference: NV7300-F-Oakhaven

Property Address: 6208 Hargrove Ave, Las Vegas, NV 89107

Dear Sir/Madam:

Nextel hereby provides notice that pursuant to the provisions of the Lease Agreement [the "Agreement"], dated Wednesday, October 6, 2004, between City of Las Vegas, a municipal corporation of the State of Nevada, as Lessor, and NEXTEL OF CALIFORNIA, INC., a Delaware corporation, d/b/a NEXTEL COMMUNICATIONS, as Lessee, the Agreement commencement date shall be **Tuesday, February 1, 2005**. (90 days following execution of the agreement by the Lessor.) Also, per Paragraph 3 of the Agreement, construction began on October 26, 2004. Rental Payments will begin on the commencement date.

Enclosed you will find the following:

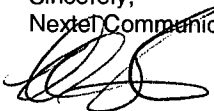
1. Two (2) Commencement Letters. Please acknowledge your receipt of this package by signing both letters and returning one original for our records. Please retain the second original for your records.
2. A Landlord Contact Information Sheet. Please complete this form and return.
3. A Nextel Contact Information Sheet, containing helpful information for contacting Nextel. Please retain for your records.
4. Memorandum of Insurance. Please retain for your records.
5. An RF Awareness Letter, containing helpful information on radio frequency safety. Please retain for your records.

Pursuant to the Agreement, you should receive your first rent check within 15 business days of commencement. Please be advised that Nextel uses an automated recurring payment system; therefore, monthly invoices will not be required.

Please feel free to contact me regarding any issues concerning the Agreement. You may reach me by phone at (925)279-5603 or via email at dale.smith@nextel.com. When communicating with our office, please refer to the Nextel site reference number (NV7300-F-Oakhaven).

We look forward to a long and mutually beneficial relationship. Thank you for your cooperation and assistance.

Sincerely,
Nextel Communications



Dale Smith
Property Services Specialist

Enclosures
cc: Site File

City of Las Vegas, 9th Floor, Las Vegas, NV 89101

Nextel Communications

Please sign as Acknowledged, Agreed and Accepted, and return this copy for our records.

1255 Treat Boulevard Suite 800 Walnut Creek, CA 94597

Phone 925.279.2300 Fax 925.279.2683

Acknowledged, Agreed and Accepted

By:

Title:

Date:

R. Yoakim
Acting Manager, Real Estate
11-8-05

NEXTEL

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 6, 2004

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD GOECKE

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

REPORT FROM REAL ESTATE COMMITTEE - Councilwoman Moncrief and Councilman Wolfson

Approval of an Easement and Rights-of-Way between the City of Las Vegas and the Las Vegas Valley Water District for a water line easement on APN 138-10-101-018, commonly known as the Gowan Detention Basin - Ward 4 (Brown)

Fiscal Impact:

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

PURPOSE/BACKGROUND:

In order to have water lines and appurtenance(s) to service the site, the City is required to grant an Easement and Rights-of-Way to the Water District for construction of the water lines and appurtenance(s).

RECOMMENDATION:

The 10/5/2004 Real Estate Committee and staff recommend approval

BACKUP DOCUMENTATION:

Easement and Rights-of-Way

MOTION:

REESE - APPROVED Items 3-25 and 27-43 - UNANIMOUS with GOODMAN abstaining on Item 31 because he is a personal friend of the Katz Family and MACK abstaining on Items 35 and 36 to avoid any conflict due to his purchasing agreement with Spinnaker Homes

Item 26: STRICKEN under separate action (see individual item)

MINUTES:

Under Item 3, COUNCILWOMAN MONCRIEF 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 the City Council approve each item.

(9:28 - 9:30)

1-695

A.P.N. 138-10-101-018

EASEMENTS AND RIGHTS-OF-WAY

ABOVE SPACE FOR RECORDER'S USE ONLY

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

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

Party of the First Part, hereinafter known as the **GRANTOR(S)**, and **LAS VEGAS VALLEY WATER DISTRICT**, a Quasi-Municipal Corporation, Party of the Second Part, hereinafter known as the **GRANTEE**.

WITNESSETH:

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

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

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

1. No buildings, structures, fences or trees shall be placed upon, over or under said parcel of land, now or hereafter, except that said parcel may be improved and used for street, road or driveway purposes and for other utilities, insofar as such use does not interfere with its use by the **GRANTEE** for the purposes for which it is granted;
2. The **GRANTEE** shall not be liable for any damage to any of the **GRANTOR'S** improvements placed upon said parcel due to the **GRANTEE'S** necessary operations using reasonable care; and
3. Should any of the **GRANTEE'S** facilities within said easement be required to be relocated or repaired as a result of changes in grade or other construction within the easement, the **GRANTOR(S)**, or its successors and assigns shall bear the full cost of such relocation or repair, unless the changes in grade or other construction were done by third parties with the written consent of the **GRANTEE**.

Page ____ of ____

A.P.N. 138-10-101-018

GRANTOR:

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

IN WITNESS WHEREOF, the GRANTOR(S) has hereunto set his/her/their hand/hands this ____ day of _____, 20____.

OSCAR B. GOODMAN, MAYOR

ATTEST:

BARBARA JO RONEUMUS, CITY CLERK

STATE of _____)
) ss.
COUNTY of _____)

On _____, 20____, before me, the undersigned, a NOTARY PUBLIC, in and for said County and State, personally appeared _____ known to me to be the person(s) described in and who executed the foregoing instrument, and who acknowledged to me that ___he___ executed the same freely and voluntarily and for the uses and purposes herein mentioned.

WITNESS my hand and official seal.

Notary Public

FOR LVVWD USE ONLY

RECORDED FOR
LAS VEGAS VALLEY WATER DISTRICT
1001 S VALLEY VIEW BLVD.
LAS VEGAS, NEVADA 89153
RETURN TO: WILL CALL

Notary Stamp/Seal Above

Page ____ of ____

APPROVED AS TO FORM:

Robert D. Sullivan 9-22-04
Date

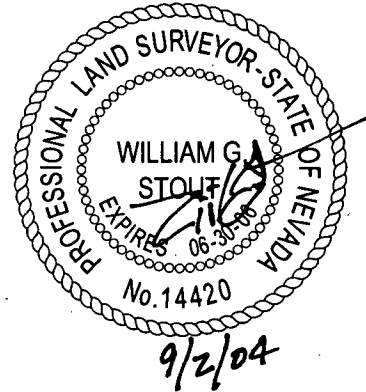
A.P.N. 138-10-101-018

GRANTOR: USA AND CITY OF LAS VEGAS LEASE

EXHIBIT "A"

STANTEC CONSULTING INC.
7251 WEST CHARLESTON BLVD.
LAS VEGAS, NV 89117

FILE: 180930214
DATE: 9-01-04
BY: RF
CKD: WGS



EXPLANATION

THIS LEGAL DESCRIPTION DESCRIBES A PARCEL OF LAND GENERALLY LOCATED SOUTH OF ALEXANDER ROAD AND WEST OF TENAYA WAY FOR LAS VEGAS VALLEY WATER DISTRICT EASEMENT PURPOSES.

LAND DESCRIPTION

A PORTION OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 10, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER (NE 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 10; THENCE SOUTH 00°37'24" EAST ALONG THE EAST LINE OF SAID NORTHEAST QUARTER (NE 1/4), 480.89 FEET; THENCE SOUTH 89°22'36" WEST DEPARTING SAID EAST LINE, 78.90 FEET TO THE **POINT OF BEGINNING**;

THENCE SOUTH 00°00'00" EAST, 10.00 FEET; THENCE NORTH 90°00'00" WEST, 15.00 FEET; THENCE NORTH 00°00'00" EAST, 10.00 FEET; THENCE NORTH 90°00'00" EAST, 15.00 FEET TO THE **POINT OF BEGINNING** AS SHOWN ON THE "EXHIBIT TO ACCOMPANY LAND DESCRIPTION" ATTACHED HERETO AND MADE A PART THEREOF.

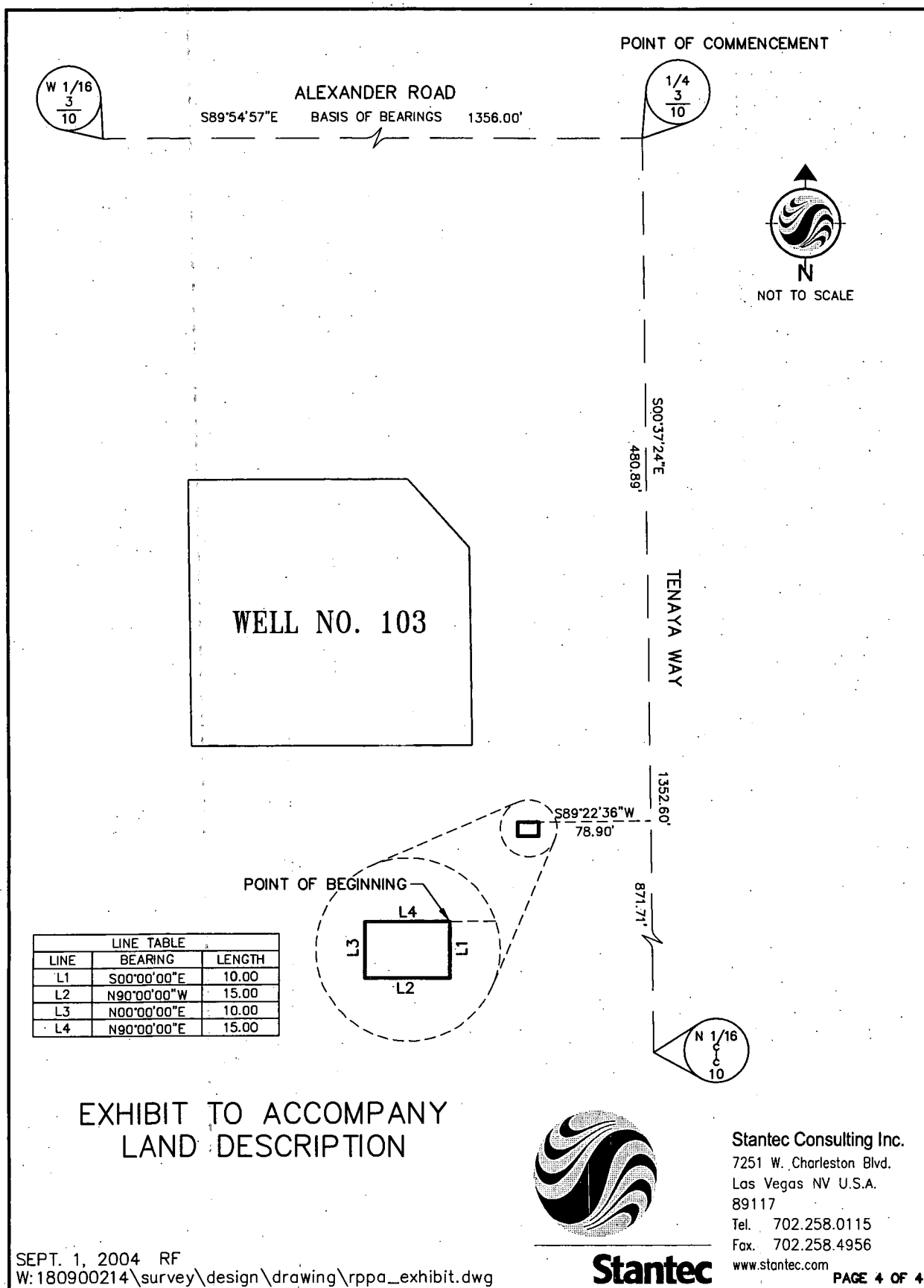
CONTAINING 150 SQUARE FEET

BASIS OF BEARINGS

NORTH 89°54'57" WEST BEING THE BEARING OF THE NORTH LINE OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 10, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA AS SHOWN ON THAT CERTAIN MAP ON FILE IN THE CLARK COUNTY RECORDER'S OFFICE IN FILE 102, PAGE 14 OF **SURVEYS**.

PARCEL MAPS

END OF DESCRIPTION



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 6, 2004

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD GOECKE

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

REPORT FROM REAL ESTATE COMMITTEE - Councilwoman Moncrief and Councilman Wolfson

Approval of a Bill of Sale from the City of Las Vegas to the Las Vegas Valley Water District for the purpose of providing water services to the Gowan South Detention Basin Expansion and Sports Park located at Cheyenne Avenue and Buffalo Drive - Ward 4 (Brown)

Fiscal Impact:

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

PURPOSE/BACKGROUND:

The Las Vegas Valley Water District inspected the water distribution facilities in conjunction with the Gowan South Detention Basin Expansion, which are to be owned, operated and maintained by the Las Vegas Valley Water District. The inspection determined that said facilities have been installed in accordance with the Water District standards and specifications. Therefore, the water facilities constructed for the City have been accepted by the Water District as being satisfactorily completed on 8/16/04 and the City now turns the property over to the Water District.

RECOMMENDATION:

The 10/5/2004 Real Estate Committee and staff recommend approval

BACKUP DOCUMENTATION:

1. Bill of Sale
2. Las Vegas Valley Water District 9/9/04 Letter

MOTION:

REESE - APPROVED Items 3-25 and 27-43 - UNANIMOUS with GOODMAN abstaining on Item 31 because he is a personal friend of the Katz Family and MACK abstaining on Items 35 and 36 to avoid any conflict due to his purchasing agreement with Spinnaker Homes

Item 26: STRICKEN under separate action (see individual item)

MINUTES:

Under Item 3, COUNCILWOMAN MONCRIEF 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 the City Council approve each item.

(9:28 - 9:30)

1-695

BILL OF SALE

Gowan South Detention Basin Expansion and Sports Park Cheyenne Avenue and Buffalo Drive - 106942

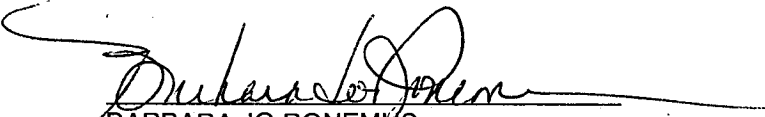
FOR VALUE RECEIVED, **City of Las Vegas** does hereby sell, assign, transfer, and set over unto the LAS VEGAS VALLEY WATER DISTRICT, a quasi-municipal corporation, all its right, title, and interest, in and to those certain facilities, together with all valves, fittings, valve boxes, and service lines connected with said facilities, constructed pursuant to that certain Agreement dated September 19, 2000, identified as No. 106942 between City of Las Vegas and the Las Vegas Valley Water District.

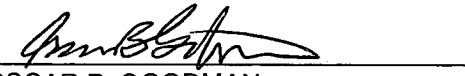
That said City of Las Vegas warrants that it is the owner of said facilities and connection valves, fittings, valve boxes, and service lines, and that same are free and clear of all encumbrances, including all material and labor claims attaching thereto, and that it will at all times hereafter defend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

IN WITNESS WHEREOF, City of Las Vegas has caused this Bill of Sale to be executed this 6 day of October, 2004.

ATTEST:

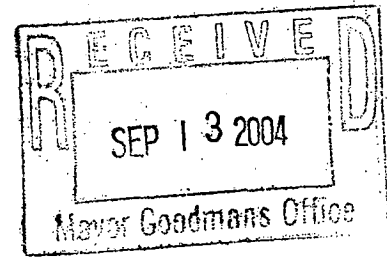
CITY OF LAS VEGAS


BARBARA JO RONEMUS
City Clerk


OSCAR B. GOODMAN
Mayor

APPROVED AS TO FORM:


City Attorney



September 9, 2004

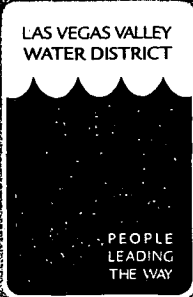
City of Las Vegas
400 Stewart Ave
Las Vegas, NV 89101

Attention: Oscar B. Goodman

SUBJECT: GOWAN SOUTH DETENTION BASIN EXPANSION AND SPORTS
PARK CHEYENNE AVENUE AND BUFFALO DRIVE
(PROJ #38224, CON 106942)

2004 SEP 22 AM 11:47

CITY OF LAS VEGAS
PUBLIC WORKS
REAL ESTATE



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

Therefore, the water facilities constructed for City of Las Vegas (DEVELOPER) at Gowan South Detention Basin Expansion and Sports Park Cheyenne Avenue and Buffalo Drive, are accepted by the DISTRICT as being satisfactorily completed on August 16, 2004

In accordance with the conditions of Agreement No. CON 106942, previously executed for the subject project, should any defects in material or workmanship affecting the finally accepted facilities be detected within one (1) year of August 16, 2004, the DEVELOPER shall immediately cause the defects to be corrected, or shall reimburse the DISTRICT for its cost in correcting the defects.

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

1001 SOUTH VALLEY NEW BLVD
LAS VEGAS, NV 89153
TELEPHONE: 702/670-2011

Board of Directors

Myrna Williams
PRESIDENT

Yvonne Adkinson Gates
VICE-PRESIDENT

Mary Kincaid-Chauncey

Chip Maxfield

Lynette Boggs McDonald

Rory Reid

Bruce Woodbury

Patricia Mulroy
GENERAL MANAGER

September 9, 2004
Dialysis Center

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



David W. Cullen, Supervisor
Inspection Division

:sds
Attachment

cc: City of Las Vegas Offsite Inspection & Testing Division (w/o attachment)
Jonathan Pickus, Manager, AM/FM GIS (w/file)
VEGA Construction

y:DialysisCenter.9fi

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 6, 2004**DEPARTMENT: ADMINISTRATIVE****DIRECTOR: ELIZABETH FRETWELL**☐ **CONSENT** ☒ **DISCUSSION****SUBJECT:****ADMINISTRATIVE:**

Report and possible action on the status of the legislative action plan and municipal issues at the 108th Congress

Fiscal Impact:

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

PURPOSE/BACKGROUND:

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

RECOMMENDATION:

Accept report and direct staff accordingly.

BACKUP DOCUMENTATION:

None

MOTION:

REESE -ACCEPTED the report - UNANIMOUS

MINUTES:

TED OLIVAS, Director of Government and Community Affairs, introduced VICKY CRAM, Federal Lobbyist, Ball Janik, LLP, who gave an update on the legislative action plan and the status of the current congressional session.

MS. CRAM indicated that Congress would adjourn at the end of the week. Some of the major issues in this Congress will be forwarded to the next Congress because many of them were not completed this year. The federal government's new fiscal year began on October 1, 2004, with only one of the 13 appropriations bills signed into law, the Defense Appropriations Bill. Congress may possibly complete the Homeland Security Appropriations Bill before adjournment. With a continuing resolution ensuring no gap in spending until 11/20/2004, the pressure is off Congress to complete the bills until they come back for a Lame Duck Session in November. Hence, the City's appropriations priorities for fiscal year 2005 are still unresolved.

However, Las Vegas has a talented and effective congressional delegation, and she and her staff have worked closely with this delegation on this year's legislative agenda. As it stands, the delegation worked hard to earmark \$800,000 for the post office museum, as well as funding for the jail management computer upgrades. Hopefully, further funding will be earmarked for the City's flood control projects and for two new clean airbuses.

Congress has also faced several rewrites of major reauthorization bills this year. Key to Las Vegas was the six-year reauthorization of highway and transit programs. The House Delegation worked hard to

CITY COUNCIL MEETING OF: OCTOBER 6, 2004**MINUTES - Continued:**

include two high-priority projects totaling over \$10 million in the House version of this bill. The Senate did not get as far as to include projects in its version of the bill. The TEA-21 transportation reauthorization could not be completed this year, due to a battle over the overall funding levels in the bill between the Senate, the House, and the President. Instead, Congress has opted to extend existing law for eight more months, until the end of May 2005. Because the 109th Congress will begin next year, the reauthorization process must begin again. Her staff will continue to work closely with the Regional Transportation Commission, the Nevada Department of Transportation, and the Congressional Delegation on transportation issues affecting this region next year.

Other authorizations that had not yet been completed include the Welfare Reform Bill, thus existing law was continued to next year, and the Water Resources Development Act, which authorizes Army Core of Engineers projects.

Another issue, on which Ball Janik has been fully engaged, is the Homeland Security formula funding. Last year, the City received a designation as an urban area security initiative city, which funneled over \$10 million in Homeland Security funds to the City. Her staff is working with other large, high-profile cities to refine the Homeland Security funding formula, so that cities like Las Vegas get a greater share of the funds. This matter was still unresolved and could be concluded before the end of the week or pushed into the Lame Duck Session in November.

An area of concern to all cities nationwide is the area of telecommunications regulation and taxation. The Internet Tax Freedom Bill, which the City opposed, did not pass Congress this year. However, the Telecommunications Act may be rewritten and cities will be very active in that rewrite. Her staff will work with the National League of Cities and US Conference of Mayors to preserve the ability to regulate and preserve traditional revenue streams.

As Congress completes work and moves forward into the Lame Duck Session, she and her staff will be keeping the City apprised of any developments and meet with the directors. The legislative agenda will be presented before the Council in January for approval.

MAYOR GOODMAN opined that the whole system is very convoluted. It is amazing that some things get done. He then asked where the \$10 million appropriation for homeland security went. DEPUTY CITY MANAGER FRETWELL answered that the Urban Area Security Initiative is for the metropolitan region and it includes areas right outside of Clark County. City staff worked in a partnership with the various local governments, including the Paiute Tribe and some of the other Sheriffs from the adjacent counties in Arizona and Nye, to draft a funding plan. Consequently, a grant was submitted. Once notification is received on the grant, City staff will work in partnership with Clark County and the City of Henderson. Those funds will primarily be used to supply the interoperable radios for the various jurisdictions mentioned and to improve the switching capability between the 800 Megahertz system and some of the legacy systems that are currently in place. The moneys are received through a reimbursement process.

For the public, MAYOR GOODMAN stressed that the issue of interoperability is very important and something that the City has been concerned about, particularly since the events of 9-11. During that incident, the firefighters were unable to communicate with the police officers because their radio

CITY COUNCIL MEETING OF: OCTOBER 6, 2004**MINUTES - Continued:**

systems were not compatible. While the police were running out of the buildings, the firefighters were running in. This resulted in chaos. Although progress is being made with the interoperability of the radio system, it is not fast enough. It is unacceptable for first responders to be unable to communicate amongst each other. He opined that the monies should be going directly to the first responders, which is the City of Las Vegas, who is then responsible for making sure the monies are properly spent.

COUNCILMAN MACK expressed his special interest in appropriations for transportation efforts in the Northwest, in particular TEA-21. He is looking forward to any type of pressure that could be placed on any type transportation dollars for the entire Valley.

COUNCILMAN WOLFSON asked if the Council could do anything to help the effort in obtaining resolution this week on the current Homeland Security funding issue. MS. CRAM responded that Congress would probably resolve that appropriation within the week. COUNCILMAN WOLFSON asked MS. CRAM to please contact him if there was anything he could do to move this effort along.

(9:30 - 9:40)

1-746

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 6, 2004

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC

☐ **CONSENT** ☒ **DISCUSSION**

SUBJECT:

ABEYANCE ITEM - Discussion and possible action on Appeal of Work Card Denial: James Jason Walker, 3240 Westwind Road, Las Vegas, Nevada 89146

Fiscal Impact:

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

PURPOSE/BACKGROUND:

RECOMMENDATION:

BACKUP DOCUMENTATION:

1. Appellant Letter of Appeal
2. City Clerk Notification Letter to Appellant
3. Letter in Support of Hiring

MOTION:

REESE - Motion to bring forward and STRIKE Item 26 and Hold in ABEYANCE Items 45 and 47 to 10/20/2004 and Item 50 to 11/3/2004 - UNANIMOUS

MINUTES:

There was no discussion.

(9:26 - 9:28)

1-632

RECEIVED
CITY CLERK

2004 SEP -1 A 11:37

September 1, 2004

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

To Whom It May Concern:

I wish to appeal the Metropolitan Police Department's denial of my Work Card application to the Las Vegas City Council.

Sincerely,



James Jason Walker
3240 Westwind Road
Las Vegas, NV 89146



LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN
LAWRENCE WEEKLY
MICHAEL MACK
JANET MONCRIEF
STEVE WOLFSON

DOUGLAS A. SELBY
CITY MANAGER

September 1, 2004

James Jason Walker
3240 Westwind Road
Las Vegas, NV 89146

Re: **WORK CARD APPEAL**

Dear Mr. Walker:

I am in receipt of your formal appeal to the City Council regarding the denial of a work card. This matter will be heard by the City Council at their regularly scheduled meeting of **September 15, 2004.**

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

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

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

Sincerely,

A handwritten signature in cursive script, reading "Arlene Coleman".

Arlene Coleman
Deputy City Clerk I for
Barbara Jo Ronemus, City Clerk

/pc

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

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

VOICE 702.229.6011
TDD 702.386.9108
www.lasvegasnevada.gov
18112-001-6/04



To whom it may Concern -

August. 27, 2004

I Nicole Moberly Proprietor of the Outback Steakhouse located at 1950 N. Rainbow Blvd. Have offered a job to James Walker (Social Security #530-37-2) I have been told about his past conviction and still want to hire him. If you have any questions please feel free to call me. But in order for him to get hired he needs a Sheriff's call.

Thank You,

Nicole Moberly

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 6, 2004

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC

☐ **CONSENT** ☒ **DISCUSSION**

SUBJECT:

Discussion and possible action on Appeal of Work Card Denial: Diane Kay Botner, 320 South 1st Street, Las Vegas, Nevada 89101

Fiscal Impact:

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

PURPOSE/BACKGROUND:

RECOMMENDATION:

BACKUP DOCUMENTATION:

1. Appellant Letter of Appeal
2. City Clerk Notification Letter to Appellant
3. Letter from prospective employer

MOTION:

REESE - APPROVED a site specific work card - UNANIMOUS

MINUTES:

The appellant was present.

STACY RODD, Detective, Las Vegas Metropolitan Police Department (Metro), referred to the last paragraph of the confidential report for a summary of the concerns of Metro. However, Metro would not be opposed to issuing a site-specific work card, as the appellant has a good working history with her employer, who is in support of MS. BOTNER'S continued employment despite her background. MAYOR GOODMAN confirmed with DETECTIVE RODD that the employer submitted a letter indicating awareness of MS. BOTNER'S background and willingness to hire her.

(9:40 - 9:42)

1-1108

RECEIVED
CITY CLERK

2004 SEP 10 A 10:27

September 10, 2004

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

To Whom It May Concern:

I wish to appeal the Metropolitan Police Department's denial of my Work Card application to the Las Vegas City Council.

Sincerely,

Diane Kay Botner

Diane Kay Botner
320 South 1st Street
Las Vegas, NV 89101



September 10, 2004

Diane Kay Botner
320 South 1st Street
Las Vegas, NV 89101

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN

LAWRENCE WEEKLY

MICHAEL MACK

JANET MONCRIEF

STEVE WOLFSON

DOUGLAS A. SELBY
CITY MANAGER

Re: **WORK CARD APPEAL**

Dear Ms. Botner:

I am in receipt of your formal appeal to the City Council regarding the denial of a work card. This matter will be heard by the City Council at their regularly scheduled meeting of **October 6, 2004.**

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

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

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

Sincerely,

A handwritten signature in cursive script, appearing to read "Arlene Coleman".

Arlene Coleman
Deputy City Clerk I for
Barbara Jo Ronemus, City Clerk

/pc

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

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

VOICE 702.229.6011

TDD 702.386.9108

www.lasvegasnevada.gov

18112-001-6/04

**ADMINISTRATION**

3117 N. 16th St.
Phoenix, AZ 85016
(602) 264-1831
FAX (602) 277-1795

PHOENIX, AZ

4001 N. Central Ave.
(602) 264-6141

709 W. Thunderbird Rd.
(602) 866-7034

7829 W. Thomas Rd.
(623) 873-0313

AHWATUKEE, AZ

12637 S. 48th St.
(480) 598-5101

MESA, AZ

1920 S. Dobson Rd.
(480) 820-0237

SCOTTSDALE, AZ

11107 N. Scottsdale Rd.
(480) 596-1181

TEMPE, AZ

300 S. Ash Ave.
(480) 966-6677

GLENDALE, AZ

6012 W. Bell Rd.
(602) 263-8525

TUCSON, AZ

7360 N. Oracle Rd.
(520) 742-2141

7040 E. Broadway Blvd.
(520) 722-8090

LAS VEGAS, NV

1741 E. Charleston Blvd.
(702) 382-5605

1375 E. Tropicana Rd.
(702) 736-1898

4457 W. Charleston Blvd.
(702) 878-7347

8245 W. Sahara Ave.
(702) 360-8210

SUBSIDIARY ENTITIES

Macayo® Catering Service
4001 N. Central Ave.
Phoenix, AZ 85012
(602) 200-1780
FAX (602) 212-1264

Macayo® Decorating Studio
3117 N. 16th St.
Phoenix, AZ 85016
(602) 264-1831

Macayo® Commissary
11 S. Roosevelt Ave.
Chandler, AZ 85224
(480) 961-0904

September 9, 2004

To Whom It May Concern,

Ms. Diane Botner has been hired at Macayo Vegas, Inc as a food server, her hire date was 09-03-04. Prior to me hiring Ms. Botner she did inform me that she was currently living in a halfway house due to some drug related problems. Ms. Botner will be working at 4457 West Charleston Blvd. and is required to have a Sheriff card because of the slot machines in the bar area.

If you have any questions please contact me Monday through Friday 8:00 to 4:00.

Thank You,

Heidi Whitaker

Heidi Whitaker
Macayo Vegas

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 6, 2004

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC

☐ **CONSENT** ☒ **DISCUSSION**

SUBJECT:

Discussion and possible action on Appeal of Work Card Denial: Michael J. Amsbary, 2725 W. Wigwam Avenue, Apt. 1089, Las Vegas, Nevada 89123

Fiscal Impact:

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

PURPOSE/BACKGROUND:

RECOMMENDATION:

BACKUP DOCUMENTATION:

Appellant Letter of Appeal and City Clerk Notification Letter to Appellant

MOTION:

REESE - Motion to bring forward and STRIKE Item 26 and Hold in ABEYANCE Items 45 and 47 to 10/20/2004 and Item 50 to 11/3/2004 - UNANIMOUS

MINUTES:

There was no discussion.
(9:26 - 9:28)
1-632

RECEIVED
CITY CLERK

2004 SEP 23 P 3: 00

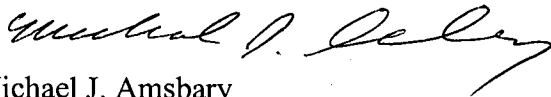
September 23, 2004

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

To Whom It May Concern:

I wish to appeal the Metropolitan Police Department's denial of my Work Card application to the Las Vegas City Council.

Sincerely,



Michael J. Amsbary
2725 W. Wigwam Avenue, Apt. 1089
Las Vegas, NV 89123



September 23, 2004

Michael J. Amsbary
2725 W. Wigwam Avenue, Apt. 1089
Las Vegas, NV 89123

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN
LAWRENCE WEEKLY
MICHAEL MACK
JANET MONCRIEF
STEVE WOLFSON

DOUGLAS A. SELBY
CITY MANAGER

Re: **WORK CARD APPEAL**

Dear Mr. Amsbary:

I am in receipt of your formal appeal to the City Council regarding the denial of a work card. This matter will be heard by the City Council at their regularly scheduled meeting of **October 6, 2004.**

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

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

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

Sincerely,

A handwritten signature in cursive script, appearing to read "Arlene Coleman".

Arlene Coleman
Deputy City Clerk I for
Barbara Jo Ronemus, City Clerk

/pc

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

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

VOICE 702.229.6011
TDD 702.386.9108
www.lasvegasnevada.gov
18112-001-6/04

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 6, 2004

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

Discussion and possible action regarding an extension of the City's franchise agreement with Nevada Power Company (NPC) - All Wards

Fiscal Impact:

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

PURPOSE/BACKGROUND:

The City's current franchise agreement with NPC expires on November 3, 2004. Staff has been in discussions with NPC to make revisions that address right of way (ROW) management. Unfortunately, the Public Utilities Commission (PUC) currently restricts NPC's ability to recover some of these costs associated with ROW improvements such as undergrounding and extensions. Consequently, staff recommends an extension of not more than three years to allow time for NPC, the City, and perhaps other local governments to propose changes to the PUC regulations that would allow more effective ROW management.

RECOMMENDATION:

It is recommended that the City Council authorize staff to prepare a "no-change" extension to the current NPC agreement for a period not to exceed three years, and to authorize the Mayor to execute said extension.

BACKUP DOCUMENTATION:

Renewal of Franchise Agreement

MOTION:

REESE - APPROVED as recommended - UNANIMOUS

NOTE: COUNCILMAN REESE disclosed that his daughter works for Nevada Power and asked if that would prohibit him from voting on this matter. CHIEF DEPUTY CITY ATTORNEY STEED indicated there is no reason for him to abstain.

MINUTES:

MARK VINCENT, Director, Finance and Business Services, went over the information contained under the above Purpose/Background section. He indicated that staff is satisfied with the relationship with NPC and suggested approval as recommended.

(9:42 - 9:44)

1-1180

1

2

5

6

10

17

20

24

26

27

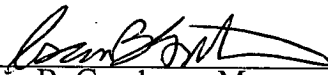
28

1 November 2007.

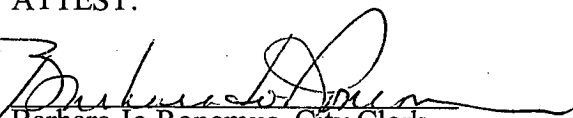
2 2. NEVADA POWER COMPANY shall be bound by all the terms and conditions contained
3 in the FRANCHISE AGREEMENT and FRANCHISE granted thereunder, attached to this Agreement
4 as Exhibit "A," and any further renewal of FRANCHISE AGREEMENT and FRANCHISE granted
5 thereunder shall be the subject of separate negotiations between the parties.

6 IN WITNESS WHEREOF, each party to this Agreement has caused it to be executed
7 on the day and year first above written.

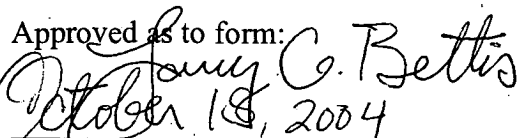
8 CITY OF LAS VEGAS

9
10 By: 
11 Oscar B. Goodman, Mayor

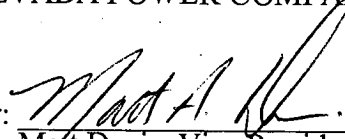
12 ATTEST:

13 
14 Barbara Jo Ronemus, City Clerk

15 Approved as to form:

16 
17 October 18, 2004
Date

18
19 NEVADA POWER COMPANY

20
21 By: 
22 Matt Davis, Vice President
23
24
25
26
27
28

FRANCHISE AGREEMENT

THIS FRANCHISE, granted this 14th day of November, 1979, by the BOARD OF CITY COMMISSIONERS, of the CITY OF LAS VEGAS, NEVADA to NEVADA POWER COMPANY, a Nevada Corporation:

W I T N E S S E T H

WHEREAS, NEVADA POWER COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Nevada, and duly qualified and authorized to transact a public utility business within the State of Nevada, is engaged in the business of furnishing electric heat, light and power in the CITY OF LAS VEGAS, State of Nevada; and

WHEREAS, the CITY OF LAS VEGAS is a municipal corporation duly incorporated within the State of Nevada, and authorized, pursuant to the Charter of the City of Las Vegas and applicable provisions of general laws of the State of Nevada, to enter into this franchise agreement; and

WHEREAS, the CITY OF LAS VEGAS has been requested to grant the right, privilege, permission and authority to do those acts more specifically described herein by NEVADA POWER COMPANY; and

WHEREAS, NEVADA POWER COMPANY did, on the 1st day of March, 1979, file with the Board of City Commissioners of the CITY OF LAS VEGAS, State of Nevada, a written application for an Extension of Franchise for a term of fifty (50) years for the purpose of constructing, installing, operating and maintaining an electrical power production, supply, transmission and distribution system and all necessary or proper appliances used in connection therewith or appurtenant thereto in all areas of the CITY OF LAS VEGAS, Nevada for conveying and distributing electric light, heat and power to the public for any and all lawful purposes; and



005351

WHEREAS, subsequent to the filing of this application, the Board of City Commissioners adopted a resolution on October 17, 1979 acknowledging the filing of this application and setting forth the nature of the franchise, and the date, time, and place of a public hearing for consideration of whether the franchise should be granted to NEVADA POWER COMPANY; and

WHEREAS, said application and this franchise agreement coming on regularly for hearing on the 7th day of November, 1979, and it appearing by an Affidavit of Publication that due and legal notice of the filing of said application, and of the date, time and place for consideration of the application and franchise agreement has been given by publication of that resolution adopted by the City Commissioners in the Las Vegas Sun, a newspaper of general circulation in the CITY OF LAS VEGAS, County of Clark, State of Nevada, to-wit:

In the issues of said newspaper published on the 24th day of October, 1979 and the 31st day of October, 1979.

and

WHEREAS, the Board of City Commissioners of the CITY OF LAS VEGAS, State of Nevada, in the exercise of its lawful power has determined that it is to the best interests of the inhabitants of the CITY OF LAS VEGAS that a franchise be granted subject to the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and of the performance by NEVADA POWER COMPANY of the conditions hereinafter set forth, the Board of City Commissioners of the CITY OF LAS VEGAS, State of Nevada, hereby grants the following franchise, as hereinafter more fully described, to NEVADA POWER COMPANY, subject to the following terms and conditions:

SECTION 1: DEFINITIONS Wherever in this instrument the following words and phrases are used, they shall have the respective meaning assigned to them in the following definitions:

(A) "CITY" means CITY OF LAS VEGAS, NEVADA, a municipal corporation of the State of Nevada in

its present incorporated form or in any subsequent consolidated, reorganized, enlarged or reincorporated form;

(B) "GRANTEE" means NEVADA POWER COMPANY and its lawful successors or assigns and its partners, fellow joint venturers, associates, subcontractors, officers, employees, or other agents;

(C) "FRANCHISE" means the right and privilege, authority and permission hereinafter more particularly described;

(D) "PUBLIC ROAD" means the public highways, streets, roads, alleys, avenues, easements, including easements reserved for road and public utility purposes in any patent granted by the United States of America, rights of ways and public places, improved or unimproved, as the same now or may hereafter exist within the CITY, including state highways now or hereafter established within the CITY to whatever extent the CITY may have jurisdiction to authorize the use of same for the purposes herein specified;

(E) "INSTALLING, MAINTAINING AND USING" means to lay, construct, erect, install, operate, maintain, use, repair, relocate, replace, improve, extend, enlarge or remove;

(F) "ELECTRICAL DISTRIBUTION SYSTEM" means the poles, towers, supports, wires, conductors, cables, guys, studs, platforms, crossarms, braces, transformers, insulators, conduits, ducts, vaults, manholes, meters, cut-outs, switches, communication circuits, appliances, attachments, appurtenances and any other property located, or to be located in, upon, along, across, under, or over the streets of the CITY and used or useful in the transmission or distribution of electrical light, heat and power.

SECTION 2: GRANT OF FRANCHISE - The CITY hereby grants to the GRANTEE the franchise to install, maintain,

and use an electrical distribution system in, upon, along, across, above, over and under the public roads within the incorporated boundaries of the CITY for which it holds a certificate of public convenience and necessity issued by the Public Service Commission of the State of Nevada.

SECTION 3: GRANT RESTRICTIONS - Nothing contained in this franchise agreement shall be construed as authorizing the GRANTEE to use, or permit the use of, any portion of its electrical distribution system for any purpose other than those reasonably necessary for the transmission or distribution of electric heat, light and power unless prior written approval is obtained from the CITY. No privilege or exemption is granted by or to be inferred from this franchise agreement except those specifically described herein. Any right, privilege, permission, or authority claimed under this franchise agreement in any public road shall be subordinate to any prior lawful occupancy of the public road.

SECTION 4: NON-EXCLUSIVITY OF GRANT - The franchise granted by this agreement is not exclusive, and the CITY hereby reserves the right, power, and authority to grant similar rights, privileges, permission and authority to any person(s), firm(s), or corporation(s) at any time and from time to time.

SECTION 5: TERM - This franchise agreement shall commence on the date the City Commission for the CITY OF LAS VEGAS, NEVADA adopts an ordinance granting to the GRANTEE a franchise for the transmission and distribution of electric light, heat and power to users within the incorporated boundaries of CITY, incorporating the terms and conditions as provided herein, and shall continue in full force and effect to and including the first regularly scheduled meeting of the City Commission in the month of November, 2004, or until the franchise agreement shall be forfeited for non-compliance by the GRANTEE with the terms and conditions imposed herein, or with such reasonable restrictions, limitations, and regulations as the Board of City Commissioners may from time to time, by ordinance and after due notice and public hearing, impose,

or until the State of Nevada, or other public corporation thereunto duly authorized shall purchase, by voluntary agreement, or shall condemn and take, under the power of eminent domain in accordance with the existing law, all property actually used and useful in the exercise of said franchise situate within the CITY or until the GRANTEE shall permit its corporate existence to expire without renewal, whichever of the foregoing shall first occur, but said franchise shall not terminate solely by reason of merger, sale or other consolidation whereby a successor to the GRANTEE assumes the obligations of the GRANTEE hereunder.

SECTION 6: FORFEITURE CLAUSE - This franchise is granted upon each and every condition contained herein and shall ever be strictly construed against the GRANTEE. Each of the conditions is a material and essential condition to the granting of this franchise. Except for causes beyond the reasonable control of GRANTEE, if GRANTEE fails, neglects, or refuses to comply with any of the conditions and obligations imposed hereunder, and if such failure, neglect, or refusal continues for more than thirty (30) days after written demand from the CITY to commence, the correction of such non-compliance on the part of the GRANTEE, the CITY shall have the right to revoke and terminate this franchise agreement in addition to any other right or remedy provided by law.

No provision herein made for the purpose of securing enforcement of the terms and conditions of the franchise hereby granted shall be deemed an exclusive remedy or to afford the exclusive procedure for the enforcement of said terms and conditions, but the remedies herein provided are deemed to be cumulative.

CITY reserves the right to waive any specific breach of the terms and conditions imposed herein and such waiver shall not be deemed to be continuous with respect to any future breaches on the part of the GRANTEE.

In the event the GRANTEE is adjudged bankrupt, insolvent, or placed in receivership, the CITY may terminate the rights, privileges, permission, and authority granted hereunder.

SECTION 7: QUALITY OF USE AND MAINTENANCE - GRANTEE agrees that all of its electrical distribution system within the

incorporated boundaries of CITY shall be installed, used and maintained in a good, workmanlike manner and in accordance with good engineering practices, and in compliance with all applicable laws, ordinances, rules and regulations of the United States, the State of Nevada, and the CITY, from time to time in effect.

The GRANTEE further agrees that the installation, use, and maintenance of its electrical distribution system, including, but not limited to, all poles and power lines shall be attached and secured, or otherwise constructed and maintained, in such a manner as to avoid unreasonable danger to persons and property and as to cause minimum interference with the proper use of public roads or with any reasonable use and enjoyment of adjacent property by its owners.

SECTION 8: LOCATION - Prior to the installation, construction, replacement, extension, or relocation of any portion of the electrical distribution system authorized herein, GRANTEE shall apply for and obtain from the CITY a permit. The CITY shall issue such permit to the GRANTEE on such conditions as are reasonable and necessary to ensure compliance with the terms and conditions of the franchise agreement.

The installation, use and maintenance of the GRANTEE'S electrical distribution system within the incorporated boundaries of the CITY shall be in a manner so as not to interfere with the placement, construction, use, and maintenance of municipal street lighting, water pipes, drains, sewers, traffic signal systems or other municipal systems that have been, or may be, authorized by the Board of City Commissioners, acting either as the governing body of the CITY, or as the governing body of any special district or entity, now or hereafter created for any purpose.

SECTION 9: CITY RESERVATIONS - Nothing in this or any prior franchise agreement shall be construed to vest in the GRANTEE any right or interest in any public road located within the incorporated boundaries of the CITY even though such location was previously approved by the CITY.

The CITY reserves the right to lay, construct, erect, install, use, operate, repair, replace, remove, relocate, regrade, widen, realign, or maintain any public roads or any surface or subsurface improvements, including, but not limited to, water mains, traffic signal conduits, sanitary or storm sewers, subways, viaducts, bridges, underpasses or overpasses, within the incorporated boundaries of the CITY.

The GRANTEE shall, at its own expense, remove, relocate, or reconstruct any portion of its electrical distribution system, including, but not limited to, electric light, heat, and power lines as requested in writing from the CITY so as to accommodate any of the aforementioned rights reserved by the CITY. GRANTEE agrees to obtain a permit as required under SECTION 8 of this agreement, and to remove, relocate, or reconstruct said electrical distribution system within a reasonable time after the date of the written request. In the event the GRANTEE fails to complete the removal, relocation, or reconstruction within said reasonable time, GRANTEE shall pay to the CITY, as liquidated damages and not as a penalty, the sum of ONE HUNDRED DOLLARS (\$100.00) for each day beyond that period provided or agreed to for removal, relocation or reconstruction. Nothing in this paragraph shall make GRANTEE liable for any delays caused by factors beyond its control.

The CITY reserves the right to use GRANTEE'S overhead distribution system poles within the incorporated boundaries of the CITY provided that such use does not damage or interfere with GRANTEE'S needs and does not violate safety codes applicable to the distribution system. This use will be limited to street light circuits and low voltage signal or communication circuits.

SECTION 10: REPAIR - If in the installation, use, or maintenance of the GRANTEE'S electrical distribution system, damage or disturbance occurs to the surface or subsurface of any public road or adjoining property or to any public or private improvement located thereon, the GRANTEE shall repair or replace, in as good order and condition as existed prior thereto, at its own expense, the damage or disturbance caused by the GRANTEE as promptly as reasonably possible from completion of the installation, use, or maintenance of the electrical distribution system.

SECTION 11: SERVICE INTERRUPTION - Whenever it is necessary to shut off or interrupt services for the purpose of installing, maintaining, or using any of its electrical light, heat, or power lines, the GRANTEE shall do so at such time as will cause the least amount of inconvenience to its customers, within the normal day time working hours of the GRANTEE, and unless such interruption is unforeseen and immediately necessary, it shall give reasonable notice thereof to its customers.

SECTION 12: HOLD HARMLESS - The GRANTEE shall, at its own expense and throughout the term of this franchise agreement, indemnify, defend, and hold harmless the CITY, and any of its officers and employees, from any and all claims, demands, actions, damages, decrees, judgments, attorney fees, costs, and expenses which CITY, or such officer or employee, may suffer, or which may be recovered from, or obtainable against the CITY, or such officer or employee, as a result of, by reason of, or arising out of the installation, use, or maintenance by the GRANTEE of its electrical distribution system, or the exercise by the GRANTEE of any or all of the rights, privileges, permission, and authority conferred herein, or as a result of any alleged act or omission on the part of the GRANTEE in performing or failing to perform any of its obligations under this franchise agreement. The GRANTEE is not, however, liable and is not required to indemnify or hold harmless the CITY for any damages caused by the active negligence of any agents, servants and/or employees of the CITY. CITY will furnish to GRANTEE all information in its possession related to such claims, demands or actions, and will cooperate with GRANTEE in GRANTEE'S defense of such claims, demands or actions.

SECTION 13: COMPLIANCE WITH LAWS - The GRANTEE shall comply with all the rules and regulations prescribed by the Public Service Commission with regard to the Certificate of Public Convenience and Necessity granted including, but not limited to, the filing of the rates to be charged for electrical power. GRANTEE further agrees to comply with all ordinances of the CITY presently in effect or hereafter adopted, applicable to and affecting the rights and privileges conferred by this franchise agreement. In the future, if either party wishes to alter or amend this

franchise, they must have the agreement of the other party to do so. Both parties agree that any changes will be in conformity with the laws of the CITY and any other jurisdictions concerned.

The Board of Commissioners of the CITY reserves the right to legislate concerning the use by the GRANTEE of the public roads for the public welfare or the protection of the public interest at any time hereafter upon such notice to the GRANTEE as may be required by state law or CITY ordinance and an opportunity for the GRANTEE to be heard.

SECTION 14: NON-TRANSFERABILITY - This franchise agreement and the rights, privileges, permission and authority granted herein are personal to the GRANTEE. GRANTEE shall not sell, transfer, assign, lease, or otherwise dispose of, in whole or in part, voluntary or involuntary, any of the rights, privileges, permission, or authority granted pursuant to the provisions of this franchise agreement without the prior consent of the CITY expressed by resolution of the Board of City Commissioners, and any attempt thereof shall be void. Such consent shall not be unreasonably withheld by the CITY.

SECTION 15: PERFORMANCE BOND - GRANTEE shall file and maintain a faithful performance bond in favor of the CITY in the sum of FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) to guarantee that GRANTEE shall well and truly observe, fulfill and perform each and every term and condition of the franchise granted herein, and guaranteeing the liquidated damages as set forth herein. In case of any breach of any condition of the franchise, any amount of the sum made in the bond up to the whole thereof may be receivable from the principal and sureties upon said bond to compensate CITY for any damages it may suffer by reason of such breach. Said bond shall be acknowledged by GRANTEE as principal and by a corporation

licensed by the Insurance Commissioner of the State of Nevada to transact the business of a fidelity and surety insurance company as surety, and approved by the CITY.

SECTION 16: BREACH - In the event that a forfeiture is declared as provided under Section 6 of this franchise agreement, it is agreed by and between the parties that the CITY will be damaged in an amount and to an extent not reasonably foreseeable or calculable, and, that, therefore, the CITY shall be entitled to the sum of FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) as liquidated damages and not as a penalty, which sum shall be in addition to any and all other damages which may be proven by the CITY and which sum shall be covered by the bond required to be posted by the GRANTEE.

SECTION 17: PUBLICATION EXPENSE - GRANTEE agrees to reimburse the CITY for all publication costs related to the granting of this franchise agreement within thirty (30) days after the CITY furnishes to GRANTEE a written statement of the costs.

SECTION 18: RIGHT OF ACQUISITION - The franchise hereby granted shall not in any way or to any extent impair or affect the right of the CITY to acquire the property of the GRANTEE, either by purchase or through the exercise of the right of eminent domain, and nothing herein contained shall be construed to contract away or to modify or to abridge the CITY'S right to exercise the power of eminent domain. In the event that the CITY chooses to exercise its power of eminent domain, it shall do so in accordance with the procedures provided by the general law of the State of Nevada for the condemnation of public utility property. The valuation of such property for condemnation purposes shall be made in accordance with such general law.

SECTION 19: TERMINATION OF JURISDICTION - This franchise agreement shall cease to apply to any public road if and when the CITY ceases to be obligated to maintain such public road. In the event that the CITY ceases to have jurisdiction over a public road, GRANTEE is subject to relocation of all or any of its electrical distribution system located along said public road at the expense of the property owner, except for CITY property, as provided in

Section 9. Nothing in this franchise agreement shall be construed as to prohibit or restrict payment to the GRANTEE from the State of Nevada for relocation of all or any portion of the GRANTEE's electrical distribution system pursuant to the provisions of N.R.S. 408.943.

SECTION 20: CONTRIBUTIONS - No officer or employee of the GRANTEE shall offer to any officer or employee of the CITY, either directly or indirectly, any rebate, contribution, gift, money, service without charge, or other thing of value whatsoever, unless permitted by law and given with the consent and approval of the CITY, except where given for the use and benefit of the CITY.

SECTION 21: VALIDITY - If any section, subsection, sentence, clause, phrase, word, or other portion of this franchise is held invalid, unenforceable, or unconstitutional, such section, subsection, sentence, clause, phrase, word, or other portion will be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining provisions hereof.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first hereinabove written.

CITY OF LAS VEGAS, NEVADA, a
municipal corporation,

by: William H. Briare
WILLIAM H. BRIARE, MAYOR

ATTEST:

Dorothy J. Hyman
Dorothy J. Hyman, Deputy City Clerk

NEVADA POWER COMPANY, a Nevada
corporation,

by: Conrad L. Ryan
Conrad L. Ryan, President

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 6, 2004

DEPARTMENT: FINANCE & BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☐ CONSENT ☒ DISCUSSION

SUBJECT:

Discussion and possible action to modify the Parks in Progress listing to add a Horse/Bradley Park project and authorize the transfer of \$98,400 in Residential Construction Tax (RCT) funding from the Vocational High School Sports Complex project within the Parks and Leisure Activities Capital Projects Fund (CPF) - Ward 6 (Mack)

Fiscal Impact:

☐ No Impact	Amount:	\$98,400.00
☐ Budget Funds Available	Dept./Division:	Budget and Finance
☒ Augmentation Required	Funding Source:	Parks and Leisure Activities CPF

PURPOSE/BACKGROUND:

This is a companion item with the Iron Mountain Ranch Park Development Agreement 2 under Public Works discussion.

Requesting the addition of the Horse/Bradley Park project to the approved Parks in Progress listing and authorization of RCT funding in the amount of \$98,400 to be made available through a transfer from the Vocational High School Sports Complex project. Funding is requested to cover the cost of curb and gutter along two sides of the future Horse/Bradley park site, adjacent to a developer built park currently under construction.

RECOMMENDATION:

Staff recommends approval of the modification and authorization of funding.

BACKUP DOCUMENTATION:

Parks in Progress Listing

MOTION:

MACK - APPROVED as recommended - UNANIMOUS

MINUTES:

MARK VINCENT, Director, Finance and Business Services, stated that this matter is somewhat related to Item 59 of this agenda. Approval would allow the redirection of over \$90,000 for half-street improvements at a future park site that would benefit the school targeted for the area.

COUNCILMAN MACK appreciated the efforts of MR. VINCENT in bringing this forward. Nevertheless, he felt that there has been a lot of dialogue about capital improvement projects, specifically parks, and the escalating cost of their construction.

NOTE: COUNCILMAN MACK requested an item on a future Council meeting or a special Council meeting to review the original priority list and determine which projects are still feasible, given the escalating construction costs.

(9:44 - 9:47)

1-1250.

**City of Las Vegas
Parks in Progress
Council Actions**

Park/Facility	Project to Date Funding as of 9/15/04	City Council Agenda	Total	
Alexander Hualapai Park	17,627,542		17,627,542	
Artificial Turf Program	1,000,000		1,000,000	
Bennett YMCA Aquatics Center	3,500,000		3,500,000	
Bonanza Trail Construction	12,120,000		12,120,000	
Boulder Plaza Park	0		0	
Centennial High School Ballfield Lighting	300,000		300,000	
Centennial Hills - Phase I	9,430,000		9,430,000	
Centennial Hills Leisure Center	23,100,000		23,100,000	
Centennial Hills Multi-Use Trail Segments	740,000		740,000	
Centennial Hills Park Trail	440,000		440,000	
Charleston Heights Neighborhood Preservation Park	1,650,000		1,650,000	
Chuck Minker Racquetball Court Conversions	205,000		205,000	
Cultural Corridor Trails	0		0	
Doolittle Complex Upgrades	250,000		250,000	
East Las Vegas Community Ctr Upgrades	350,000		350,000	
East Las Vegas Community Ctr Marquee	0		0	
El Campo Grande	1,500,000		1,500,000	
Equestrian Park	500,000		500,000	
Estelle Neal Park Water Feature	80,000		80,000	
Firefighters Memorial - Phase II	1,136,000		1,136,000	
Fort Apache/Elkhorn Park	1,489,000		1,489,000	
Fountain Park Upgrades	6,717,800		6,717,800	
Freedom Park Pool & Bathhouse	3,300,000	1,000,000	4,300,000	
Freedom Park Master Plan	750,000		750,000	
Garside Pool & Bathhouse	0		0	
Harmony Park	150,000		150,000	
Hills Park	40,000		40,000	
Horse/Bradley curb & gutter		100,000	100,000	
Huntridge Circle Park Traffic Barriers	40,000		40,000	
Iron Mountain Fort Apache Park	700,000		700,000	
Johnson Community School Expansion	0		0	
La Madre Mountain Trailhead	3,900,000		3,900,000	
Las Vegas Wash Trail	1,920,000		1,920,000	
Las Vegas Senior Center Parking Lot	200,000		200,000	
Lone Mountain Trail Trailhead	1,500,000		1,500,000	
Lone Mountain West #2 Park - Gilmore Cliff Shadows	278,000		278,000	
Lone Mountain Trail System - Phase I	3,200,000		3,200,000	
Lorenzi Park Upgrades	580,000		580,000	
Lorenzi Park Tennis Complex	0		0	
Mirabelli Community School Reconstruction	6,700,000		6,700,000	
Molasky Community School Modular	355,000		355,000	
Mountain Ridge - Phase IV	2,495,000		2,495,000	
90 miles Multi-use Trails & Trailheads	4,300,000		4,300,000	
Multi-use Transportation Trails	0		0	
Natural History Museum Retrofit	100,000		100,000	
Neon Boneyard Park	0		0	
NW Regional Open Space Plan	250,000		250,000	
Patriot Park Lighted Tennis Court	211,000		211,000	
Pavillion Center Pool Lighting	0		0	
Police Memorial - Phase II	1,000,000		1,000,000	Completed
Post Office Building	1,457,000		1,457,000	
Prehistoric Riverbed Preservation	3,800,000		3,800,000	
Reed Whipple Cultural Center Marquee	0		0	
Sky Ridge Park Security Lighting	0		0	
Stupak Community Center Demolish & Rebuild	700,000		700,000	
Tenaya/Washington Park	1,105,000		1,105,000	
Veterans Memorial Pool Cover	0		0	
Vocational High School Sports Complex	2,430,000	(100,000)	2,330,000	
Washington/Bufalo Park - Phase I	40,007,720		40,007,720	
Washington/Bufalo Park - Phase II	0		0	
	163,604,062	1,000,000	164,604,062	

Completed projects will be removed and not appear on subsequent listing.

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 6, 2004

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

ABEYANCE ITEM - Discussion and possible action regarding an Appeal of Denial for a Child Care Facility License, Sheila Logan, dba Love All Kidz Daycare, 6309 Guadalupe Avenue, Sheila Logan 100% - Ward 6 (Mack)

Fiscal Impact:

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

PURPOSE/BACKGROUND:

Sheila Logan, an applicant for a Family Child Care Home license, appeared before the Child Care Licensing Board on June 9, 2004. She had received an unfavorable police report in her background investigation due to areas of concern on both herself and her husband, Larry Logan. Ms. Logan's application was denied by the Child Care Licensing Board. She is now appealing that decision.

RECOMMENDATION:

Uphold the denial of the Child Care Licensing Board.

BACKUP DOCUMENTATION:

1. Findings of Fact, Conclusions of Law and Decision
2. Verbatim Transcript of the Child Care Licensing Board (CCLB) Meeting held June 9, 2004
3. Notice of Denial of Application for Child Care Facility License and Notice of Right of Appeal
4. Notice of Appeal for Sheila Logan from Goodman Brown Premsrut, Esq.
5. Department's Response to Sheila Logan's Appeal of the CCLB's Denial

MOTION:

REESE - Motion to bring forward and STRIKE Item 26 and Hold in ABEYANCE Items 45 and 47 to 10/20/2004 and Item 50 to 11/3/2004 - UNANIMOUS

MINUTES:

There was no discussion.

(9:26 - 9:28)

1-632

1

BEFORE THE CHILD CARE LICENSING BOARD
OF THE CITY OF LAS VEGAS, NEVADA

IN THE MATTER OF:

APPLICATION FOR CHILD CARE FACILITY
LICENSE, filed by Sheila Logan

FINDINGS OF FACT, CONCLUSIONS OF LAW AND DECISION

DENYING SHEILA LOGAN'S APPLICATION
FOR CHILD CARE FACILITY LICENSE

On June 9, 2004, a meeting of the Las Vegas Child Care Licensing Board was held to consider the application for Child Care Facility License filed by Sheila Logan. Sheila Logan was personally present and was accompanied by her husband Larry Logan. Members of the Las Vegas Metropolitan Police Department (METRO) and the Clark County District Attorney's offices were present as the result of an Area of Concern report being filed by METRO with the Board concerning the license application. The Board took testimony from the applicant Sheila Logan and her husband Larry Logan, Sgt. Reagan Alexander and Investigative Specialist Bobbie Manning from METRO and Deputy District Attorney Doug Herndon from the Clark County District Attorney's Office, and good cause appearing, hereby issues these findings of fact, conclusions of law, and decision denying Sheila Logan's application for a Child Care Facility License.

FINDINGS OF FACT

1. That pursuant to the Las Vegas Municipal Code Chapter 6.24 (LVMC) Sheila Logan filed an application with the City for a Child Care Facility License to be operated as a Family Child Care Home on July 9, 2003.
2. That the location of the proposed Child Care Facility is the personal residence of Sheila and Larry Logan, husband and wife, at 6309 Guadalupe Ave., Las Vegas, Nevada.
3. That Sheila Logan is seeking permission to care for six children between the ages of infancy and eighteen years of age during the hours of 6:00 a.m. and 6:00 p.m., Monday through

1 Friday.

2 4. That Sheila Logan shares the above personal residence with her husband Larry Logan
3 and her two minor daughters, ages 15 and 14, and her minor son, age 12.

4 5. That prior to the above hearing Sheila Logan's application was referred to METRO
5 pursuant to LVMC 6.24.060 for a personal background check concerning her suitability to be licensed
6 as a child care provider, and at the time of the hearing METRO had submitted its findings to the
7 Board stating several areas of concern regarding Sheila Logan's suitability, including her criminal
8 history of embezzlement, minor in a bar and arrest on a Grand Jury Indictment for murder, as well
9 as areas of concern regarding Larry Logan's criminal history for crimes involving prostitution.

10 6. That during July of 1996 in Clark County, Nevada, a 18-month-old foster child died
11 after sustaining brain injuries from trauma ("Shaken Child Syndrome") while in the care of Sheila
12 Logan and Larry Logan and as a result in March of 1998, she was arrested pursuant to a Grand Jury
13 Indictment entered against her for murder, which was later dismissed by the District Court due to
14 improper jury instructions being given to the Grand Jury.

15 7. That Sheila Logan committed acts of embezzlement against her employer during 1982.

16 8. That on August 9, 2000, Larry Logan plead guilty to the charge of an act of Solicitation
17 for the Purpose of Prostitution in Clark County, Nevada, which charge was later reduced to a
18 nonmoving traffic violation upon his completion of court-ordered counseling.

19 9. That on February 4, 2003, Larry Logan was convicted of an act of Loitering for the
20 Purpose of Prostitution in Clark County, Nevada.

21 10. That Larry Logan currently works the graveyard shift at his place of employment, and
22 thus will be at the proposed Child Care Facility during its hours of operation.

23 11. That Sheila Logan is unsuitable for a Child Care Facility License due to her past
24 criminal conduct and her failure during 1996 to provide adequate and proper care of a 18-month-old
25 foster child placed in her care, custody and control.

26 12. That Sheila Logan's proposed Family Child Care Home at 6309 Guadalupe Avenue,
27 Las Vegas, Nevada, has a home environment which is not conducive to the health, safety, morals or
28 welfare of children.

13. If any of these findings of fact should more properly be deemed conclusions of law, they shall be so deemed.

CONCLUSIONS OF LAW

14. LVMC 6.24.070 provides:

“An application for a child care facility license or renewal thereof may be denied, upon any of the grounds set forth in LVMC 6.02.330 and NRS 432A.190, or upon any of the following grounds:

(1) An applicant does not possess or have the reputation of possessing a good moral character.

(2) An applicant is less than eighteen years of age.

(3) An applicant has a history of criminal offense which would, in the judgment of the Board or the City Council, jeopardize the physical, mental or emotional well-being of a child under the care of the applicant. The determination of an applicant's fitness in this regard shall take into account the nature, severity, frequency and recency of any such offenses.

(4) An applicant for a child care facility license who will provide child care in a family child care home or group home for child care is found to have a home environment which is not conducive to the health, safety, morals or welfare of children. Such a home environment shall include, without limitation, the following conduct by an applicant, prospective employee, volunteer or person living in or frequently visiting the site of the family child care home or group home:

(a) Excessive use of alcohol;

(b) The use of controlled substances;

(c) Serious or prolonged illness;

(d) Physical or mental impairment; or

(e) **Violent behavior.**

(5) An applicant who after due consideration for the protection of the public health, safety, morals or welfare is found by the Board or City Council to be unstable to receive a license." * * * [Emphasis added]

15. LVMC provides in pertinent part:

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

3 * * *

4 (C) The licensee or any of its principals has been convicted of an act which
5 constitutes a crime which involves moral turpitude or involves any local, state or federal law or
6 regulation which relates to the same or similar business." * * * [Emphasis added]

7 16. NRS 432A.190 provides in pertinent part:

8 "1. The Bureau may deny an application for a license or may suspend or revoke any
9 license issued under the provisions of this chapter upon any of the following grounds:

10 (a) Violation by the applicant or licensee or an employee of the applicant or
11 licensee of any of the provisions of this chapter or of any other law of this state or of the standards
12 and other regulations adopted thereunder.

13 (b) Aiding, abetting or permitting the commission of any illegal act.

14 (c) Conduct inimical to the public health, morals, welfare and safety of the
15 people of the State of Nevada in the maintenance and operation of the child care facility for
16 which a license is issued.

17 (d) Conduct or practice detrimental to the health or safety of the occupants
18 or employees of the child care facility, or the clients of the outdoor youth program.

19 (e) Conviction of any crime listed in subsection 2 of NRS 432A.170 committed
20 by the applicant or licensee or an employee of the applicant or licensee, or by a resident of the
21 child care facility or participant in the outdoor youth program who is 18 years of age or older."

22 * * * [Emphasis added]

23 17. NRS 432A.170 provides in pertinent part:

24 * * *

25 "2. The Bureau shall secure from appropriate law enforcement agencies information on
26 the background and personal history of every applicant, licensee or employee of an applicant or
27 licensee, or every resident of a child care facility or participant in an outdoor youth program who is
28 18 years of age or older, to determine whether he has been convicted of:

- 1 (a) Murder, voluntary manslaughter or mayhem;
2 (b) Any other felony involving the use of a firearm or other deadly weapon;
3 (c) Assault with intent to kill or to commit sexual assault or mayhem;
4 (d) Sexual assault, statutory sexual seduction, incest, lewdness, indecent
5 exposure or any other sexually related crime;
6 (e) Abuse or neglect of a child or contributory delinquency; or
7 (f) A violation of any federal or state law regulating the possession, distribution
8 or use of any controlled substance or any dangerous drug as defined in chapter 454 of NRS." * * *

9 [Emphasis added]

10 18. If any of these conclusions of law should more properly be deemed findings of fact,
11 they shall be so deemed.

12 DECISION

13 After due consideration the Board concludes, (1) that the proposed family child care home of
14 Sheila Logan has a home environment which is not conducive to the health, safety, morals or welfare
15 of children, and (2) that after due consideration for the protection of the public health, safety, morals
16 and welfare Sheila Logan is unsuitable to receive a Child Care Facility License. Accordingly, Sheila
17 Logan's application for a Child Care Facility License is hereby denied.

18 Dated this 14th day of July, 2004.

19 THE CHILD CARE LICENSING BOARD
20 OF THE CITY OF LAS VEGAS, NEVADA

21 By: [Signature]
22
23
24
25
26
27
28

City of Las Vegas

VERBATIM TRANSCRIPT

CHILD CARE LICENSING BOARD MEETING - JUNE 9, 2004

Discussion Item #1b - Sheila Logan dba Love All Kidz Daycare

2

Participants:

Child Care Board: Julie Proud - Present
June Gunderson - Excused
Mary Jane Hayes - Present
Maryanne Salm - Absent
Steve Greco - Absent
Terry Clodt - Present
Lillian Brumwell - Present

Staff: Jim DiFiore, Business Services Manager
Wendy Smith, Business Services Supervisor
Larry Bettis, Deputy City Attorney
Donna Knipschild, Recording Secretary

Other: Sheila Logan, applicant
Larry Logan, applicant's husband
Sergeant Reagan Alexander, Las Vegas Metropolitan Police Dept. Special Investigations Section
Investigator Bobbie Manning, Las Vegas Metropolitan Police Dept. Special Investigations Section
Doug Herndon, Chief Deputy District Attorney for the Special Victim's Unit in the Clark County District Attorney's Office

Ms. Logan Hello, my name is Sheila Logan. I live at 6309 Guadalupe Avenue, Las Vegas Nevada 89108.

Ms. Proud Sir, would you introduce yourself.

Mr. Logan Yes, I am Larry Logan, her husband and I live also at the same address.

Ms. Proud Thank you.

Sgt. Alexander Hello, I'm Sergeant Reagan Alexander, Las Vegas Metropolitan Police Department, Special Investigation Section.

Ms. Smith Board Members, as you are aware, there is an area of concern on the applicant Sheila Logan and representatives from the Metropolitan Police Dept. are here to answer questions that you may have.

Ms. Proud Mr. Alexander would you just go ahead and give us the information?

Sgt. Alexander Yes, I'm going to open this up with just kind of a general overview. The report which you have, which hopefully you have been able to review, preview, and it tells three areas of concern. And as they flow the report I'll speak about that in general. One, that the first area of concern is involving a grand jury indictment that occurred upon this applicant back in 1998 that stemmed from the death of a child on July 1996. We're prepared to discuss that issue and also the resulting disposition of that here today. My lead investigator on this, Investigator Bobbie Manning, is with me and she's available for questions about that matter. Also, another area of concern is just in some general criminal history that we discovered during our investigation upon this applicant. Those issues in and of themselves may be enough for an area of concern but I must say based upon other areas of our investigation they kind of pale in comparison. But alone we would probably be speaking about those anyway. And thirdly, an area of concern is involving her husband, Larry Logan, which involves arrests, citations, arrests for vice-related charges: solicitation for the purpose of

City of Las Vegas

VERBATIM TRANSCRIPT

CHILD CARE LICENSING BOARD MEETING - JUNE 9, 2004

Discussion Item #1b - Sheila Logan dba Love All Kidz Daycare

prostitution and also the disposition of those incidences and I'll give you Investigator Manning if you'd like to have any further questions.

Ms. Proud Yes, please. . . Could you just give us a brief overview of the findings or your decisions?

Ms. Manning During the course of my investigation several things came to light, of course first being that Sheila Logan, the applicant, was investigated and indicted by a grand jury on a charge of murder by child abuse. Then in Ms. Logan's background she also lists a crime of moral turpitude which was embezzlement but it is an old case and concerning her husband he has two vice-related incidents that occurred and the most current one was I believe in February of 2003, which was just several months prior to her applying for the child care license.

Ms. Proud Were any of these listed on her application or did you find these out through your investigation?

Ms. Manning She disclosed her prior criminal history. His was not included in the application but as part of the investigation process, because he does live in the home, he must also come forward and get a child care card.

Ms. Proud Right. And do you, based on your investigation, do you have any recommendations?

Sgt. Alexander Well typically we don't give recommendations. We provide you with the report and its findings.

Ms. Proud O.K.

Sgt. Alexander Our report I think speaks for itself on what our recommendation would be: that she's unsuitable and also if you would like to, and I think it might be very important as we go through this the issue of the disposition on the indictment we've also been able to speak with the District Attorney's office and we also have the chief, Doug Herndon of the Special Victims Unit here who can provide some information in that regard which I think might be helpful if you choose to hear that.

Ms. Proud O.K. Mr. Herndon could you come forward please?

Mr. Herndon Good afternoon ladies and gentlemen, my name is Douglas Herndon, I'm the Chief Deputy District Attorney for the Special Victim's Unit in the Clark County D.A.'s office.

Ms. Proud Could you just give us any information that you have?

Mr. Herndon Just dispositional-wise, factual-wise, in regard to that case, do you guys kind of want a just a general overview?

Ms. Proud Yes, please.

Mr. Herndon Essentially, the child in question, Evan Watkins, died in July of 1996. He was autopsied and found to have severe intercranial injuries including bleeding around the spaces of his brain, brain swelling, bleeding in the retinal areas of his eyes as well as a number of acute bruising areas to his face, neck and buttocks. There was an autopsy done by the Clark County Coroner's Office by a gentleman, quite frankly, that at that time I don't think had a lot of expertise in child abuse related findings. The death was ruled at that time due to cerebral edema and accidental.

City of Las Vegas

VERBATIM TRANSCRIPT

CHILD CARE LICENSING BOARD MEETING - JUNE 9, 2004

Discussion Item #1b - Sheila Logan dba Love All Kidz Daycare

Our office at the request of the Metropolitan Police Department consulted two forensic pathologists who had expertise in the area of child abuse and/or non-accidental type findings and deceased children. One of which was a national expert known as Randal Alexander from the University of Iowa who is a frequent conference speaker on forensic findings in deceased children as well as Ellen Clark who is a pathologist up in Reno for Washo County. Both of them examined all of the autopsy photos, tissue samples, slides, so-forth from the autopsy and determined that Evan Watkins had died as a result of a homicide. That being intentional acts inflicted upon him consistent with something known as Shaken Baby Syndrome wherein the child is violently shaken enough to sheer bridging blood vessels in the brain which cause bleeding into the intercrannial spaces, subsequent pressure on the brain, conflicting and compressing on vital areas which cause respiratory distress and/or cardiac arrest in children usually occurring within several hours of the infliction of the event will the death occur. Thereafter we were able to get a charge filed, this was close to two years after Evan's death, however, and it had come at great expense to our office to involve these other doctors.

Further tortured history of the case, they, once the case was filed the defense asks for Evan's body to be exhumed for a defense doctor to examine him. That was done. I had conversations with a Dr. Karen Grist who was present during the exhumation and did some examination of the body. She, in her conversations with me had some disagreement about the timing of the injury but not about the fact that it was intentionally inflicted trauma which I thought was important and about the fact that it would have to be an adult person that inflicts that trauma because the only other people in the house were small children who don't have the pubertal muscular development to create the force necessary to cause these injuries in a child.

In addition to that, my conversations with Ms. Logan's defense attorneys in the case had indicated that their defense was to indicate that Mr. Logan had been the perpetrator of the acts which caused the child's death either accidentally by throwing or shaking the child, not realizing how much force he was inflicting or because, according to them, he was a somewhat violent individual. Ultimately the case went through the Grand Jury. It was presented, she was indicted for open murder, which included either pre-meditated and deliberate murder or murder by child abuse, either of those theories. We went through several trial settings that were continued at the defense request and ultimately we were about four years post-death, some time in the year 2000, when the defense filed a motion before the District Court on a, what I will refer to quite honestly as a technicality on an instruction that was given to the jury, the grand jury, about the law, not anything dealing with sufficiency of the evidence factually, but on whether the grand jury got the right legal instructions before they indicted Ms. Logan.

Quite honestly we had filed an opposition to that thinking and citing case law that that wasn't an instruction that even comes before a grand jury, it was a question for a try or a fact at the time of a trial. None-the-less the district court judge dismissed our indictment, which placed us in a position of having to start all over again, ultimately we weren't able to do that. That is a decision that my office made, regrettably, part of that is for budgetary considerations: there had been, if I'm recalling correctly the death of an investigator at the Metropolitan Police Department that had conducted a lot of the interviews as well, and it was ultimately decided that we couldn't re-pursue the case and so we did not go back to the

City of Las Vegas

VERBATIM TRANSCRIPT

CHILD CARE LICENSING BOARD MEETING - JUNE 9, 2004

Discussion Item #1b - Sheila Logan dba Love All Kidz Daycare

grand jury.

Ms. Proud

O.K. Thank you very much. Ms. Logan, would you like to say something?

Ms. Logan

I would like to say that according to my Special Public Defender the case was dismissed and I'm supposed to be exonerated and even though he stated what he stated that is not true. The expert witness Reagan Alexander who came in and testified in a grand jury against me without us even knowing this was going on is no longer even in practice for doing what he did for a living going around saying babies were shaken and they weren't. For my defense, I'd like to say that the baby was not shaken. That never came up. As he stated, two years later they decided, oh, it wasn't accidental, the coroner didn't know what he was doing, it's Shaken Baby Syndrome. Which that had never happened. We had three babies, well three kids of our own which are a year apart that, if I were that type of person, I think I would have done that to them out of stress is what they were trying to say. I don't know.

This has been a dream of mine ever since I was fourteen years old is to have my own day care. I have three children of my own. My husband and I decided even with the three at the time working for Child Haven to go and adopt a child because that's what I love, I love children. Unfortunately this baby was placed in our home with no medical records. We had no idea this baby was a fragile baby. The incident that occurred was a joyful incident and no one ever says that. My husband had got a promotion on his job and he picked up our other kids and was tossing them up. He picked up this baby and was tossing him up. We had no idea this baby was medically fragile until after he passed away and we have lived with that for six years in and out of court with this murder charge over my head and I know I'm innocent. I'm here to stand today to say I'm innocent. I think a person that's guilty of such a crime would not even come this far to do this. But I feel, ever since I was fourteen years old, I've always wanted and I've always loved children and I've always dealt with children through my church, through my neighborhood, through my family, through strangers and a marriage ministry that we were involved in, they'd bring their children to us and I just felt I'm not going to give up on my dream. So I went forward with it.

Ms. Proud

When you said, you said the baby was fragile; what does that mean? What do you mean by that?

Ms. Logan

You know we didn't know that. When we got the baby we were told by his caseworker that he was a crack exposed child. That's all we were told. We had him for about two and a half months. After he passed away the coroner came to our house (and that's how we found out he was a medically fragile baby) the coroner came in to us and explained to us that, "Didn't you know this child was fragile, you know, medically fragile that you couldn't do certain things with this baby?" We had no training, his caseworker never showed up; we had no medical, we had none of that. We just took this child in and tried to love him and treat him the same way as our children in which we shouldn't have done because he was not a normal child that could handle that.

Ms. Proud

O.K.

Ms. Hayes

How long did you have the baby?

Ms. Logan

Two months

City of Las Vegas

VERBATIM TRANSCRIPT

CHILD CARE LICENSING BOARD MEETING - JUNE 9, 2004

Discussion Item #1b - Sheila Logan dba Love All Kidz Daycare

Ms. Hayes: And how old was the baby when you got him?

Ms. Logan: He was sixteen months. He was eighteen months when he died.

Ms. Hayes: Oh that's a pretty big baby.

Ms. Logan: No, he was very small.

Ms. Hayes: At sixteen months?

Ms. Logan: He was very small. He was very small in size. We had to buy special shoes, special milk, to try to get him up to where he should be. We took him to a special clinic to see a special therapist, you know, constantly to try to get him where he should be and that's, to me, it's not a good thing because we didn't know this was going on until after he passed away and the coroner came in and he said, "O.K., first of all, you shouldn't have shaved his head the way you did." We had a close, close shave haircut. He just went down the rules of things that we shouldn't have done with him and, like I said, we didn't know. We didn't know.

Ms. Hayes: Who had him before you had him?

Ms. Logan: A foster mother that was 82 years old and she had never taken him to a doctor. The coroner said he did not have any medical records for this child at the time of autopsy.

Ms. Proud: Sergeant Alexander, were you getting ready to speak? Oh, I thought you . . .

Sgt. Alexander: I do have something to say but I'll wait.

Ms. Proud: Mr. Herndon did you want to respond to any of her comments?

Mr. Herndon: Yes, I'd like to respond to several things. Dr. Randal Alexander does still involve himself in this area of medical expertise. He is not at the University of Iowa any more; he is in Alabama now I believe. But it was stated by him as well as the Clark County Coroner and Ellen Clark from Reno that crack exposed babies don't lend themselves any more than any other child to suffering shaking injuries in their brain. Their brains aren't fragile, the blood vessels aren't fragile, he did not have any type of osteogenesis imperfecta or other blood disease which would make him bruise easily. One of the things I forgot to mention was that during the grand jury testimony Larry Logan was shown photos of Evans from autopsy where all the bruises were depicted and specifically stated that those bruises weren't there the last time he left the house before Evans was deceased. So there wasn't an issue of these type of things occurring in this child without somebody inflicting the trauma on the child. I don't know if there's any further information you all need.

Ms. Logan: I feel like I'm back on trial again, but it's O.K. It's O.K. I feel like I'm on trial again for something that I, you know. For some reason the State gave us that child and they did not inform us, they did not educate us, they did not tell us how and what not to do with this child and unfortunately, I mean, I'm not saying I'm the victim, because the baby was the victim, the baby's the one that's gone, but I do still feel persecuted right about now because I was told by my public defender when it was dismissed that they were going to exonerate me and take this off my record and it's still there so here I am.

Ms. Proud: And we aren't trying to persecute you in any way.

City of Las Vegas

VERBATIM TRANSCRIPT

CHILD CARE LICENSING BOARD MEETING - JUNE 9, 2004

Discussion Item #1b - Sheila Logan dba Love All Kidz Daycare

Ms. Logan Not you . . . not you. . .

Ms. Proud We are looking for the best interests of the children that would be in your care and that's what we're here to do.

Ms. Logan I understand. I understand.

Ms. Proud Go ahead Sgt. Alexander.

Sgt. Alexander Madam Chair, Board, of course we're not here to re-try Sheila, O.K.

Ms. Logan That's what it feels like.

Sgt. Alexander Unfortunately the duty that we have in our investigation in looking at the environment, the suitability, the background, the history, the criminal history, on any persons who endeavor to teach, to care for, to house children is mandated by not only the City, the County and also the State and this investigation, fortunately or unfortunately is reflected some things which are ugly. And it is not to re-indict Sheila at all, however, these are facts and we can only present them the way we obtained them. We don't try to color any of this. You don't have to color this incident up at all. And, in fact, if the Board needs to, or would like to, Investigator Manning can provide you more information as to the severity of bruising, things that occurred and what not to the child.

But what I wanted to say is that really the heart and soul of this investigation has to do with, not only with Sheila (and this is one area that we've talked about so far) and it does have to do with her involvement, her presence when she had care for a child and this occurred. This occurred when it was under her care and that's why this has to be talked about. And Mr. Herndon, I'm very thankful that he was able to come and provide information to help understand why the disposition was as it was. And it is a matter of fact. It's a matter of court record as to what the disposition was and why it came about that way. It's a matter of fact.

We have not even begun to speak about a peripheral issue, which really aren't peripheral, it's one very close to her, that's her husband and the dealings that Larry has had with the police in regards to these vice-related arrests which, the oldest goes back to August 9th, 2000 and the most recent is February 4th of 2003. This is also on, all alone this would be an area of concern if no other matters even were identified in this. We strongly believe and we have the codes and ordinances that give us direction on this that people in the home play a major influence as to whether a home is suitable for this type of license and if you'd like to proceed, I don't know if we're ready to do that or not, but I would like to put on record some of the information regarding Mr. Logan. There's a whole lot more we could discuss about this incident of this, which was originally charged as a homicide on this child, but I don't know how much further you all want to go on that.

Ms. Proud Can we address the other two areas of concern? I think we have enough information on the first. Can you address the other two?

Sgt. Alexander Absolutely and I will ask Investigator Manning to give you the specifics on Mr. Logan and also the areas regarding some criminal history that really are, again, there by themselves they wouldn't be as minor but they appear minor on Ms. Logan.

City of Las Vegas

VERBATIM TRANSCRIPT

CHILD CARE LICENSING BOARD MEETING - JUNE 9, 2004

Discussion Item #1b - Sheila Logan dba Love All Kidz Daycare

Ms. Manning

In regards to her husband, Larry, he had two incidents that occurred. The first incident on August 9, 2000, Mr. Logan was issued a citation for the purposes of prostitution wherein he approached an undercover vice detective and solicited her for a prostitution act. He was arrested and issued a citation at that time for solicitation of prostitution. When he went to court he pled guilty to the charge and was sentenced to attend Johns school and was ordered, the court ordered him to stay out of trouble and upon completion of the program in view of the fact that he did stay out of trouble the charge was amended to jaywalking and he paid a one hundred dollar fine.

On February 4, 2003 the same vice detective that he had initially solicited observed him in the downtown area, in an area that is known to be frequented by prostitutes. According to her report she said approximately two weeks prior to the arrest they had conducted surveillance on Mr. Logan and in following him he was consistent with persons attempting, his actions were consistent with what persons would be apt to do to pick up prostitutes. They observed him in the area, they surveilled him; they saw him engaging known prostitute in a conversation; they both got into Mr. Logan's car and they drove away. They conducted a vehicle stop on the car and Mr. Logan and the prostitute were removed. The female prostitute did give a voluntary written statement that she knew him from previous dates where he had paid her for previous sex acts. Because of the previous charges he was arrested. At that time, because he was in jail, he did have to contact his wife to come down and bail him out. During the course of my interview with Mr. and Mrs. Logan, during the interview she disclosed that he did not tell her about the first incident. He just said that it was a citation for jaywalking but because he was arrested she had to come down and bail him out. Now initially, had filed not guilty and then he changed his plea to Nolo and by doing that he was given a fine of four hundred dollars plus the court costs and he did pay all his fines in full.

Ms. Proud

O.K.

Mr. Bettis

Just for the record: Nolo is the same as pleading guilty.

Ms. Manning

Yes

Ms. Proud

O.K. and then there is one other area of concern regarding Ms. Logan?

Ms. Manning

I'm sorry?

Ms. Proud

There is one other area of concern regarding Ms. Logan?

Ms. Manning

Yeah, the other area of concern regarding Ms. Logan stems back to a very old citation for embezzlement there she did disclose the embezzlement in her application. However, during the course of the interview and the course of my investigation, the facts that she stated as to why she was terminated from her job varied from the facts that were contained in the citation and what went to court. And the discrepancy was that Ms. Logan had claimed that she had worked at a department store which was diamonds, I believe it was diamonds at the time, and she was giving a discount to her family and friends wherein sometimes she would discount the items, sometimes she wouldn't even ring them up. I questioned Ms. Logan as to whether or not she had ever taken any money from the till and she said, "Sure, lots of times." Now according to the citation and the report that I received what they had done is they had caught her on the surveillance camera and they observed

City of Las Vegas

VERBATIM TRANSCRIPT

CHILD CARE LICENSING BOARD MEETING - JUNE 9, 2004

Discussion Item #1b - Sheila Logan dba Love All Kidz Daycare

her taking money from the till and putting it in her pocket and that is what she was cited for was for the embezzlement and that was the ultimate reason why she was terminated.

Ms. Proud

Do you have any response to that?

Ms. Logan

Response to what? What she said about me?

Ms. Proud

Correct. Yes.

Ms. Logan

I admitted to it, yes.

Ms. Proud

O.K. I don't know if you had anything else you wanted to say.

Ms. Logan

Yeah, I did. She's making it seem like I was trying to be evasive with that but I was real young, first job and I had family members coming in, "Hey, give me a discount!" and that's what's still on my mind even though to me that was embezzlement: stealing from the company. And, yes, I was stealing from the company so I'm not denying that, yes.

Ms. Proud

Mr. Logan, did you want to say anything in response to the information.

Mr. Logan

Yes I do because, you know, up until that moment, they're making it seem like we're criminals, that we're repetitiously doing things and if you go into my record that's the only two incidents that have happened in my life, O.K.? In my entire life. O.K., I'm almost forty years old. Of all the things that me and my wife went through, I went out and I did something wrong and the way they set that up is they had a prostitution to write what they had to write and what was I going to say? That's another thing that we've been battling with this.

We wouldn't have came before you today if we had hidden agendas, if we didn't want things exposed. We have nothing to hide. But we want to do this because this is something that's right. Yes I've made mistakes. Yes I went to jail. Yes, I understood I did what was wrong. Yes, I did some things to her, but the bottom line to this is that we're trying to do this out of fostering. We did this and we were negative. O.K., that was the first round: the baby died, O.K.? They blamed her then they blamed me, O.K.? Now we come before you and they got issues and you know it really hurts us because they're trying to make it seem like we're just randomly, you know, criminals.

We're both County workers, have very good jobs, you know, and we're trying to do this because we want to do this for children, O.K.? And we know that there are some real issues there but I wouldn't have came before you if I was worried about being embarrassed about prostitution or any other thing. But I can't change what they wrote because at the time I didn't have money to get an attorney, to fight the facts that what they're putting. So I just went in and said, "You guys have already put me down as a John running around and that's not the way things went down but how can I say what I can say?" You know, it's just, it's there, it's a sore, O.K.? but I want this council to know that there's nothing going on in our house, O.K.? If you've seen our children they're very well taken care of and they're just making it seem like we're just running around randomly criminals and that's not true.

That's not putting an image of what me and her really are out, it's just their facts on paper, what they want to fight for and either way it goes, O.K., it's for me and her to know that. We wouldn't even came here if we had hidden issues. We knew that we were going to come in here and there's things going to come out. That's why we're standing before this council

City of Las Vegas

VERBATIM TRANSCRIPT

CHILD CARE LICENSING BOARD MEETING - JUNE 9, 2004

Discussion Item #1b - Sheila Logan dba Love All Kidz Daycare

because we don't have nothing to hide, because we're not ashamed and I'm a grown man and I make mistakes and I can never apologize. I'm standing here today because she forgave me for what I did and told me I was wrong. Yes, I went out the first time - on my birthday - if you look in the records. That was the first time I did that out of six years of being in trouble, frustrated, out, working, you know, things happen. I'm a human being and I'm not perfect but I don't like, Council, they way that they're trying to make it seem like me and her is just criminals from the age of nineteen and up because it's not like that. It really isn't like that. And that's very wrong.

Ms. Proud

Thank you.

Sgt. Alexander

I just might address that and, once again the Logans, we're not trying to tell them that they are bad, guilty people today. In the course of these investigations a person's history is always examined. We have done nothing except provide the facts and yes they are the facts of what has occurred in a portion of their lifetime and some not going back very far at all, not more than about six years and the Board understands this. This is what we're providing. It's not to re-indict; it's not to try to make guilty of something that may have been disbowed out of something else today, but they're still facts that are always brought to the attention of the Board. Anything less would be an aberration of what we're supposed to do and that's all I wanted to re-state and for whatever good it does the Logans, this is just facts that have occurred in their life, we haven't added or taken away anything.

Mr. Logan

It's taken away. It's not facts, it's taken away. Every time we go. . .

Sgt. Alexander

Mr. Logan, I'm not speaking to you, O.K.?

Mr. Clodt

Mr. Logan, it is a fact that you were arrested for soliciting?

Mr. Logan

Yes, it is.

Mr. Clodt

O.K. so that's a fact, correct?

Mr. Logan

Yes, it is.

Mr. Clodt

O.K. Is it also a fact that you was out there doing it another time when you were cited?

Mr. Logan

I was cited but the way that it's wrote in that file, sir, is not the way it went down. It's the same way with the file with the baby.

Mr. Clodt

Well, regardless, it was twice, correct?

Mr. Logan

Yes

Mr. Clodt

That's a fact.

Mr. Logan

No, but yes.

Mr. Clodt

Thank you.

Ms. Proud

Does the Board have any more questions? (No response.) Based on the evidence, and again, our responsibility is for the health and well-being of the children, but based on the evidence I have to move that we deny Sheila Logan a new family child care home.

City of Las Vegas

VERBATIM TRANSCRIPT

CHILD CARE LICENSING BOARD MEETING - JUNE 9, 2004

Discussion Item #1b - Sheila Logan dba Love All Kidz Daycare

Mr. Clodt I'll second it.

Ms. Proud It's been moved by Julie Proud and seconded by Terry Clodt to disapprove of Sheila Logan for a new family child care home, all those in favor?

Unanimous Aye

Ms. Proud Opposed? (No response.) Hearing none the motion carries. Thank you for coming.



LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN
LAWRENCE WEEKLY
MICHAEL MACK
JANET MONCRIEF
STEVE WOLFSON

DOUGLAS A. SELBY
CITY MANAGER

DEPARTMENT OF FINANCE AND BUSINESS SERVICE

Sheila Logan
6309 Guadalupe Ave.
Las Vegas, Nevada 89108

To: Sheila Logan

NOTICE OF DENIAL OF APPLICATION FOR CHILD CARE
FACILITY LICENSE
AND
NOTICE OF RIGHT OF APPEAL

You are hereby given notice that the City Child Care Licensing Board has denied your application for a Child Care Facility License filed with the City on July 9, 2003, for the reason stated in its Findings of Fact, Conclusions of Law and Decision dated 14 July, a copy of which is attached hereto.

You are hereby further given notice that you have the right to appeal the Board's decision to the City Council by filing a written notice of appeal with the Department of Finance and Business Services, identifying with specificity the errors of law and fact allegedly committed by the Board. The notice of appeal must be filed not later than ten (10) calendar days after this notice of denial.

Done this 16th day of July, 2004.

DEPARTMENT OF FINANCE AND BUSINESS SERVICES

By: _____

A handwritten signature in cursive script, appearing to read "Jim D'Amico", is written over a horizontal line.

(Title)

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

VOICE 702.229.6011
TDD 702.386.9108
www.lasvegasnevada.gov
18112-001-6/04



City of Las Vegas

CONFIRMATION OF HAND DELIVERY

DELIVERED TO: Sheila Logan DATE: 7/16/04
Signature of Recipient DELIVERED BY: Donald W. King
Signature of Deliverer
Sheila Logan Donald W. King
Print Name of Recipient Print Name of Deliverer

Business Services Division
400 Stewart Avenue, 3rd Floor
Las Vegas NV 89101-2986

DESCRIPTION OF ITEM(S) DELIVERED: ① Notice of DENIAL of Application for Child Care
license dated 7/16/04 ② CCLB Finding of Fact, Conclusion of
Law Decision (5 pages) Signed & dated By Julie Proulx on 7/14/04.

4

GOODMAN BROWN PREMSRIRUT

ATTORNEYS AT LAW

520 SOUTH FOURTH STREET, SUITE 320
LAS VEGAS, NEVADA 89101
TEL. 702.384.3939 FAX. 702.385.3939
WWW.GBPLAWFIRM.COM

POOY K. PREMSRIRUT, ESQ.

DAVID T. BROWN, ESQ.

ERIC A. GOODMAN, ESQ.

July 26, 2004

VIA FACSIMILE 382-6642

Wendy Smith
City Council of Las Vegas

Re: Notice of Appeal for Sheila Logan

Dear Ms. Smith

Please be advised that this law firm represents Sheila Logan and her husband Larry Logan (hereinafter the "Petitioner") in matters relating to Petitioner's application for childcare license. Pursuant to Section 6.24.110 of the Las Vegas Municipal Code, please accept this letter as formal notice of appeal of the denial of Ms. Logan's application.

It is submitted that the Child Care Licensing Board committed the following errors in its review of petitioner's application:

1. Presence of Counsel. Pursuant to NRS 233B.121, any party is entitled to be represented by counsel in administrative hearings. Petitioner, when asked whether counsel should be present, was advised *not* to have counsel present at the hearing. Particularly in light of the Board's delving into prior alleged criminal history, Petitioner should have been encouraged and not thwarted to have counsel in attendance.
2. Prior Charges. Petitioner Sheila Logan was previously charged in a matter where she was ultimately not convicted, and absolved of any and all criminal liability. Despite having vindicated herself in these proceedings, the Board rendered its decision based on this prior act for which charges were dismissed.
3. Denial of Due Process Rights. The Nevada Administrative Procedures Act ensures that all parties are afforded an to respond and present evidence and argument on all issues involved. Petitioner is entitled to notice and a fair hearing. NRS 233B.121(4). Not only was Petitioner precluded from speaking at the hearing, but Petitioner was also not able to submit evidence in support of Petitioner's application. The Board, solely based on a biased and prejudicial background investigation, rendered its decision for denial without giving Petitioner any opportunity to be heard.

Petitioner was not able to address the allegations and findings before the Board and therefore was denied Constitutional due process rights under both Nevada and United States law. Further, failing to provide Petitioner the basic opportunity to present Petitioner's evidence is in violation of the Nevada Administrative Procedures Act, which is applicable to these proceedings. See NRS 233B.039.

4. Remedial Measures. Coupled with the Board's refusal to permit Petitioner to present any evidence on Petitioner's behalf, the Board also failed to consider Petitioner's remedial measures to appease the concerns of the Board.

- A. Petitioner has installed "web-cams" throughout the entire residential day-care facility.
- B. Petitioner has disclosed to any and all prospective patrons of the prior charges and is further willing to make such disclosures mandatory and in writing as a condition of licensing. Such disclosure can be in a form approved by the Board.
- C. Petitioner and its prospective patrons are willing to register with the Board and certify that the disclosures have been made, and that the prospective patron seeks Petitioner's services notwithstanding such disclosures.
- D. Petitioner is willing to accept conditional licensing on a probationary period.
- E. Petitioner is willing to pay any additional administrative fees and costs associated with the probationary period.

In sum, the Board unequivocally trumped Petitioner's rights when its staff advised Ms. Logan not to have counsel in attendance. Then during the hearing, the Board compounded their error by failing to give Petitioner a full and fair opportunity to be heard. Petitioner was fully prepared to address the issues that surfaced from the background investigation; unfortunately the Board denied Petitioner any such opportunity.

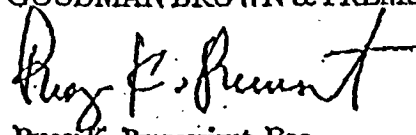
Petitioner understands the Board's position as needing to protect the public and its children from unscrupulous individuals. However, the Board must not usurp a citizen's right to due process, and other citizen's right to patron a childcare facility when full disclosures and monitoring have been made available.

City Council of Las Vegas
Re: Notice of Appeal for Sheila Logan
July 26, 2004
Page -3-

We look forward to a successful result on appeal and are willing to implement any and all remedial measures to address the Board's concerns.

Very truly yours,

GOODMAN BROWN & PREMSRIRUT

A handwritten signature in cursive script, appearing to read "Puoy K. Premsirut", written in dark ink.

Puoy K. Premsirut, Esq.

5

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

RECEIVED
CITY CLERK

IN THE MATTER OF:

APPLICATION FOR CHILD CARE FACILITY
LICENSE, Filed by Sheila Logan

2004 AUG -4 A 9:59

DEPARTMENT OF FINANCE AND BUSINESS SERVICES'
RESPONSE TO SHEILA LOGAN'S APPEAL
OF THE CITY CHILD CARE LICENSING BOARD'S DENIAL OF HER APPLICATION
FOR A CHILD CARE FACILITY LICENSE

On July 14, 2004, the City Child Care Licensing Board ("Board") entered its written Findings of Fact, Conclusions of Law and Decision denying Sheila Logan's application for a child care facility license to provide child care in Ms. Logan's home. On July 26, 2004, Ms. Logan filed with the Department of Finance and Business Services ("Department") a timely Notice of Appeal of the Board's decision to the City Council (copy attached hereto for convenience). The Department by and through its undersigned counsel responds to the alleged errors of procedure and law in the Notice of Appeal as follows:

1. Presence of Counsel. Ms. Logan's Notice of Appeal incorrectly states she was advised by City staff not to have her legal counsel present during the Board meeting. Child Care Licensing Officer Donald King, when asked by Ms. Sheila Logan concerning the presence of her legal counsel before the Board, responded that she was welcome to have her legal counsel present. Mr. King at the same time informed Ms. Logan that the Board would want to talk with her concerning her application. See the affidavit of Mr. King, attached hereto as Exhibit "A."

Ms. Logan's reliance on the provisions of NRS Chapter 233B for the proposition that she is entitled to be represented at administrative hearings is misplaced. The provisions of NRS 233B020 provide in pertinent part:

"Legislative intent.

1. By this chapter, the Legislature intends to establish minimum procedural requirements for the regulation-making and adjudication procedure of all agencies of the Executive Department of the State Government and for judicial review of both

1 functions, except those agencies expressly exempted pursuant to the provisions of this
2 chapter. This chapter confers no additional regulation-making authority upon any
3 agency except to the extent provided in subsection 1 of NRS 233B.050." (Emphasis
4 added)

5 The Nevada Supreme Court in Clark County Liquor and Gaming Licensing Board v. Clark,
6 102 Nev. 654, 658, 730 P.2d 443, 446 (1986) recognized that Chapter 233B of NRS (Administrative
7 Procedure Act) does not apply to local governments when it stated, "We recognize the Administrative
8 Procedure Act does not apply to review of county board actions."

9 The City is not an agency of the Executive Department of the State Government.

10 The provisions of Chapter 6.24 of the City Code not NRS 233B govern this process.
11 The license application procedures for a child care facility license under Chapter 6.24 are the same
12 as those for applying for a privileged license before the City Council. Once the license application
13 is received by the Department it is referred to METRO for a background investigation of the
14 applicant. After METRO has completed its investigation, the application is referred to the Board
15 along with any AREA OF CONCERN noted by METRO. The applicant is then notified of the
16 scheduled date and time the Board will review the application and is requested to personally appear
17 to answer any questions the Board may have concerning the applicants suitability to hold a child care
18 facility license. While legal counsel for an applicant may be present, there is no affirmative duty on
19 the part of the City pursuant to Chapter 6.24 of the City Code to notify an applicant for a child care
20 facility license of his or her right to be represented by legal counsel before the Board. However,
21 notwithstanding the presence or absence of legal counsel, the applicant, when filing an application
22 for a child care facility license, voluntarily subjects himself or herself to being questioned by the
23 Board concerning his or her suitability to have such a license.

24 The record before the Board in this matter clearly shows that Ms. Logan and her husband were
25 given an opportunity to address any of the AREAS OF CONCERN raised by METRO as well as the
26 opportunity to respond to the questions raised by the Board members. And, in fact Ms. Logan and
27 her husband did make lengthy responses. At no point did Ms. Logan request a continuance to give
28 her an opportunity to have legal counsel present.

1 2. Prior Charges/Burden of Proof. Ms. Logan claims it was not appropriate for the Board to examine
2 a matter concerning criminal charges against her because she was not convicted. The Board is
3 charged with two basic responsibilities when reviewing applications to provide child care in a family
4 child care home: 1) determine the suitability of the applicant after due consideration for the public
5 health, safety, morals or welfare of children, and 2) determine if the environment of the family child
6 care home is conducive to the health, safety, morals or welfare of children.

7 Ms. Logan had the burden to satisfy the Board that she qualifies in both respects.

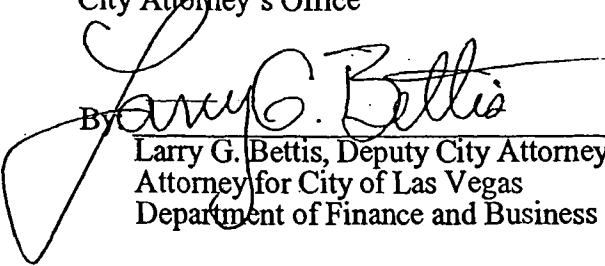
8 The fact the criminal indictment for murder entered against Ms. Logan was quashed did not
9 preclude the Board from examining the factual matters that resulted in the charges to determine if they
10 have any bearing on the question of Ms. Logan's suitability for a family child care home license.
11 Negligent or inattentive conduct is just as compelling as criminal conduct for the purpose of
12 determining suitability. Based on the testimony presented, the Board concluded that Ms. Logan did
13 not bear her burden to show that the injuries sustained by the 18-month-old foster child in her and her
14 husband's custody was not as the result of her failing to provide adequate and proper care of the child.
15 The Board's reference in its decision to Ms. Logan's criminal past was due to her testimony admitting
16 that she embezzled from a prior employer.

17 The Board also considered testimony concerning the past criminal offenses regarding
18 soliciting and loitering for prostitution committed by Ms. Logan's husband, which were relevant in
19 the Board's determination of the suitability of Ms. Logan's home environment.

20 Submitted this 3rd day of August 2004.

21
22 City of Las Vegas
City Attorney's Office

23
24 By


25 Larry G. Bettis, Deputy City Attorney
26 Attorney for City of Las Vegas
27 Department of Finance and Business Services
28

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
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56
57
58
59
60
61
62
63
64
65
66
67
68
69
70
71
72
73
74
75
76
77
78
79
80
81
82
83
84
85
86
87
88
89
90
91
92
93
94
95
96
97
98
99
100
101
102
103
104
105
106
107
108
109
110
111
112
113
114
115
116
117
118
119
120
121
122
123
124
125
126
127
128
129
130
131
132
133
134
135
136
137
138
139
140
141
142
143
144
145
146
147
148
149
150
151
152
153
154
155
156
157
158
159
160
161
162
163
164
165
166
167
168
169
170
171
172
173
174
175
176
177
178
179
180
181
182
183
184
185
186
187
188
189
190
191
192
193
194
195
196
197
198
199
200
201
202
203
204
205
206
207
208
209
210
211
212
213
214
215
216
217
218
219
220
221
222
223
224
225
226
227
228
229
230
231
232
233
234
235
236
237
238
239
240
241
242
243
244
245
246
247
248
249
250
251
252
253
254
255
256
257
258
259
260
261
262
263
264
265
266
267
268
269
270
271
272
273
274
275
276
277
278
279
280
281
282
283
284
285
286
287
288
289
290
291
292
293
294
295
296
297
298
299
300
301
302
303
304
305
306
307
308
309
310
311
312
313
314
315
316
317
318
319
320
321
322
323
324
325
326
327
328
329
330
331
332
333
334
335
336
337
338
339
340
341
342
343
344
345
346
347
348
349
350
351
352
353
354
355
356
357
358
359
360
361
362
363
364
365
366
367
368
369
370
371
372
373
374
375
376
377
378
379
380
381
382
383
384
385
386
387
388
389
390
391
392
393
394
395
396
397
398
399
400
401
402
403
404
405
406
407
408
409
410
411
412
413
414
415
416
417
418
419
420
421
422
423
424
425
426
427
428
429
430
431
432
433
434
435
436
437
438
439
440
441
442
443
444
445
446
447
448
449
450
451
452
453
454
455
456
457
458
459
460
461
462
463
464
465
466
467
468
469
470
471
472
473
474
475
476
477
478
479
480
481
482
483
484
485
486
487
488
489
490
491
492
493
494
495
496
497
498
499
500
501
502
503
504
505
506
507
508
509
510
511
512
513
514
515
516
517
518
519
520
521
522
523
524
525
526
527
528
529
530
531
532
533
534
535
536
537
538
539
540
541
542
543
544
545
546
547
548
549
550
551
552
553
554
555
556
557
558
559
560
561
562
563
564
565
566
567
568
569
570
571
572
573
574
575
576
577
578
579
580
581
582
583
584
585
586
587
588
589
590
591
592
593
594
595
596
597
598
599
600
601
602
603
604
605
606
607
608
609
610
611
612
613
614
615
616
617
618
619
620
621
622
623
624
625
626
627
628
629
630
631
632
633
634
635
636
637
638
639
640
641
642
643
644
645
646
647
648
649
650
651
652
653
654
655
656
657
658
659
660
661
662
663
664
665
666
667
668
669
670
671
672
673
674
675
676
677
678
679
680
681
682
683
684
685
686
687
688
689
690
691
692
693
694
695
696
697
698
699
700
701
702
703
704
705
706
707
708
709
710
711
712
713
714
715
716
717
718
719
720
721
722
723
724
725
726
727
728
729
730
731
732
733
734
735
736
737
738
739
740
741
742
743
744
745
746
747
748
749
750
751
752
753
754
755
756
757
758
759
760
761
762
763
764
765
766
767
768
769
770
771
772
773
774
775
776
777
778
779
780
781
782
783
784
785
786
787
788
789
790
791
792
793
794
795
796
797
798
799
800
801
802
803
804
805
806
807
808
809
810
811
812
813
814
815
816
817
818
819
820
821
822
823
824
825
826
827
828
829
830
831
832
833
834
835
836
837
838
839
840
84

Christina L. Morgan
AN EMPLOYEE OF THE CITY OF LAS VEGAS

EXHIBIT A

1 STATE OF NEVADA }
2 COUNTY OF CLARK } ss.

3 AFFIDAVIT OF DONALD W. KING

4 I, Donald W. King, after being first duly sworn, depose and state that I have full knowledge
5 of the facts herein, and that I believe the same to be true and accurate to the best of my knowledge,
6 information, and belief, and if called will testify to the following:

7 My duties as a City of Las Vegas, Nevada, Senior License Officer for the Department of
8 Finance and Business Services, Business Services Division, Child Care Section include the assistance
9 of processing a child care application and enforcement of child care codes, standards and regulations.

10 My duties regularly put me in telephone and personal contact with applicants for child care
11 licenses.

12 New child care applications are heard by the City Child Care Licensing Board the second
13 Wednesday of each month.

14 On May 28, 2004, Grace Jimenez-Kraft, and I, as City License Officers, conducted an initial
15 licensing inspection of the residence of Sheila Logan at 6309 Guadalupe Avenue, Las Vegas, Nevada,
16 89108. Ms. Sheila Logan, who was present during our inspection, had filed an application for a new
17 child care license at said address.

18 Ms. Logan was scheduled to be heard by the Child Care Licensing Board at its regularly
19 scheduled meeting on June 9, 2004.

20 As part of the initial inspection process it is common practice for City Child Care Licensing
21 Officers to advise the applicant for a Child Care license of any pending items that must be completed
22 prior to the completion of the licensing process.

23 During this meeting with Ms. Logan she asked if she should bring her attorney with her to the
24 Child Care Licensing Board meeting.

25 ...

26 ...

27 ...

28 ...

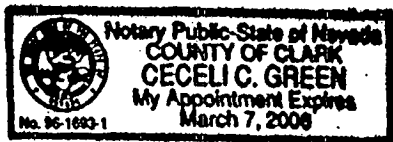
1 At that time I advised Ms. Logan that she was welcome to bring her attorney, however, the
2 Board Members would want to hear what she had to say in support of her application.

3
4 DATED this 4th day of August, 2004

5 Donald W. King
6 Donald W. King

7 SUBSCRIBED and SWORN to
8 before me this 4th day of August, 2004

9 Cecelia C. Green
10 Notary Public



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 6, 2004

DEPARTMENT: FINANCE & BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☐ **CONSENT** ☒ **DISCUSSION**

SUBJECT:

ABEYANCE ITEM - Discussion and possible action regarding Change of Ownership, Location and Business Name for a Tavern License subject to the provisions of the planning codes and Health Dept. regulations, From: Bola III, LLC, dba La Salsa Fresh Mexican Grill, 4949 North Rancho Drive (Non-operational), Lawrence T. Simon, Mgr, Mmbr, and Monica A. Simon, Mgr, Mmbr, 13.77% jointly as husband and wife, Robert H. Whalen, Mgr, Mmbr, 5.3%, Laura A. Cunningham, Mgr, Mmbr, 1.06%, Nevada Franchise, LLC, Mmbr, 79.87%, Lawrence T. Simon, Mgr, Pres, Secy, Treas, SFFG, LLC, Mmbr, 100%, Lawrence T. Simon, Mgr, Pres, Secy, Treas, To: Celebrity Las Vegas, LLC, dba Celebrity Las Vegas, 201 North 3rd Street, Donald D. Troxel, Mgr, Mmbr, 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 Change of Ownership, Location and Business Name for a Tavern License

RECOMMENDATION:

Recommend approval subject to the provisions of the planning codes and Health Dept. regulations

BACKUP DOCUMENTATION:

Map

MOTION:

WEEKLY - APPROVED as recommended - UNANIMOUS with MACK abstaining to avoid any conflict because his brother-in-law, Andrew Donner, is a managing partner for the Third Street Promenade

MINUTES:

The applicant was present, accompanied by his attorney, ALLEN LICHTENSTEIN.

JIM DiFIORE, Manager, Business Services, indicated the investigative report showed no areas of concern and recommended approval.

MR. TROXEL is looking forward to this business venture. This location is going to be an exciting place to do business. COUNCILMAN WEEKLY said that he too is very excited about this project.

MAYOR GOODMAN indicated that he was embarrassed, disappointed, and upset about the way in which MR. TROXEL was treated when he initially wanted to establish his business in the downtown area. He is delighted that MR. TROXEL is going to be a part of this complex, because Las Vegas is going to be the place to be in the future. He wished MR. TROXEL success in his business. There will be an eclectic mix of entertainment in this area that will bring an exciting energy.

(9:47 - 9:51)

1-1348

CELEBRITY LAS VEGAS



0 200 400 Feet



51

N



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 6, 2004

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

Discussion and possible action regarding a new Auctioneer License, J. P. King Auction Company, Inc., dba J. P. King Auction Company, Inc., 108 Fountain Avenue, Gadsden, Alabama, Jerry C. King, Dir, Pres, Auctioneer, 25%, James S. King, Dir, Executive VP, Auctioneer, 25%, Christie K. Ray, Dir, Secy, Auctioneer, 25% - Alabama

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

Discussion and possible action regarding a new Auctioneer License

RECOMMENDATION:

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

BACKUP DOCUMENTATION:

None

MOTION:

REESE - ABEYANCE to 10/20/2004 - UNANIMOUS

MINUTES:

JIM DiFIORE, Manager, Business Services, requested this matter be held in abeyance for two weeks because the applicant was not present to discuss the area of concern that came up during the investigation.

(9:51 - 9:52)

1-1498

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 6, 2004

DEPARTMENT: FINANCE & BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☐ **CONSENT** ☒ **DISCUSSION**

SUBJECT:

Discussion and possible action regarding a new Locksmith License, Zaruba & Zaruba, dba L Reo Lock & Key, 8929 Sheep Ranch Court, Judith R. Zaruba, 51%, Robert M. Zaruba, 49% - Ward 6 (Mack)

Fiscal Impact:

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

PURPOSE/BACKGROUND:

Discussion and possible action regarding a new Locksmith License

RECOMMENDATION:

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

BACKUP DOCUMENTATION:

None

MOTION:

MACK - APPROVED subject to a six-month (4/6/2005) review - UNANIMOUS

MINUTES:

The applicants were present.

JIM DiFIORE, Manager, Business Services, deferred to STACY RODD, Detective, Las Vegas Metropolitan Police Department (Metro) for a report. DETECTIVE RODD indicated that the main concerns are primarily with financial turmoil with other businesses in California that might cause problems with this business, such as a tax lien, filing of bankruptcy, and other outstanding financial obligations. Some of the issues date back to 2000.

MR. ZARUBA explained that the Chapter 13 was discharged as of 8/19/2004. He had tax problems in 1996 because of his old account, but that was taken care of. He does business in Phoenix, Tucson, Mesquite, Las Vegas, and Pahrump, not in California. He acquires and fixes up repossessions. His wife is a locksmith and re-keys the homes with a staff member of the constable's office present.

MAYOR GOODMAN confirmed with MR. ZARUBA that he resolved his tax lien and that he has no financial obligations that would interfere with the success of this business. MR. ZARUBA commented that he and his wife bought out his father-in-law's locksmith business to be able to do the repossessions.

(9:52 - 9:54)

1-1534

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 6, 2004

DEPARTMENT: FINANCE & BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☐ **CONSENT** ☒ **DISCUSSION**

SUBJECT:

Discussion and possible action regarding Temporary Approval of a Change of Ownership and Business Name for a Tavern License subject to the provisions of the fire codes and Health Dept. regulations, From: H & M Enterprises, Inc., dba Dakota Grill & Spirits, Shirlee A. Helton, Pres, 50%, Steven E. Murphy, Secy, Treas, 50%, To: Zingers Club, Inc., dba Zingers, 1000 East Sahara Avenue, Suite 105, Richard L. Ham, Dir, Pres, 25%, Carla C. Ham, Dir, Secy, 25%, Maurice H. Hathaway, Dir, CEO, 25%, Pamela K. Hathaway, Dir, Treas, 25% - Ward 3 (Reese)

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 Change of Ownership and Business Name for a Tavern License

RECOMMENDATION:

Recommend approval subject to the provisions of the fire codes and Health Dept. regulations with authorization 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 Richard L. Ham
3. Map

MOTION:

REESE - APPROVED the temporary license, subject to provisions as recommended, with the manager of Business Services granted the authority to approve the permanent license after completion of appropriate process - UNANIMOUS

MINUTES:

The applicant was present.

JIM DiFIORE, Manager, Business Services, indicated that the applicant met the criteria for consideration of a temporary approval of the license. He suggested approval as recommended.

MR. HAM mentioned that the Health Department did a pre-evaluation and recommended a few repairs. He noted that he has to be in operation by 12/1/2004 or he has to worry about Entitlement 19.

(9:54 - 9:55)

1-1630

AGENDA MEMO

CITY COUNCIL MEETING DATE: OCTOBER 6, 2004

DEPARTMENT: FINANCE AND BUSINESS SERVICES

ITEM DESCRIPTION: Discussion and possible action regarding Temporary Approval of a Change of Ownership and Business Name for a Tavern License subject to the provisions of the fire codes and Health Dept. regulations, To: Zingers Club, Inc., dba Zingers, 1000 East Sahara Avenue, Suite 105

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 August 30, 2004 from the applicant outlines the request for temporary license.

The applicants submitted all of the required documentation and paid all applicable fees for investigation on August 31, 2004. Based on a review of SCOPE printouts and Letters of Transmittal from the Henderson Police Department furnished to this Department, we have determined they are preliminarily suitable to hold a temporary Tavern license until the investigation is complete.

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

Zingers Club Inc.

August 30, 2004

Attn: Donna Tanner
Department of Finance & Business Services/Privilege License
400 Stewart Avenue, 3rd Floor
Las Vegas, NV 89101

RE: Temporary Liquor License

Dear Ms. Tanner:

This letter is to request a temporary liquor license while our permanent liquor license is being processed. The necessity of having a temporary liquor license is to:

- To maintain the viability of the operational status, enabling us to conform to our leasing arrangement with JG Sahara, Inc. (see lease agreement Item #2 which would be no later than November the 3rd, 2004, and item # 8 which stipulates the need to be in continuous operations to maintain the land use classification of the property).
- To fulfill the obligation time frame to be in operational compliance with zoning, per entitlement 19, which would be no later than December 1st 2004 for the existing liquor license for the location at 1000 E. Sahara Ave.

This would alleviate a potential financial hardship for both (Tenant) Zingers Club, Inc. and (Landlord) JG Sahara, Inc.

If there are any questions, please feel free to contact Mr. Hathaway or myself as follows.

Maurice Hathaway	702 804-7641
Richard Ham	702 492-7721

Sincerely,
Zingers Club Inc.

By:

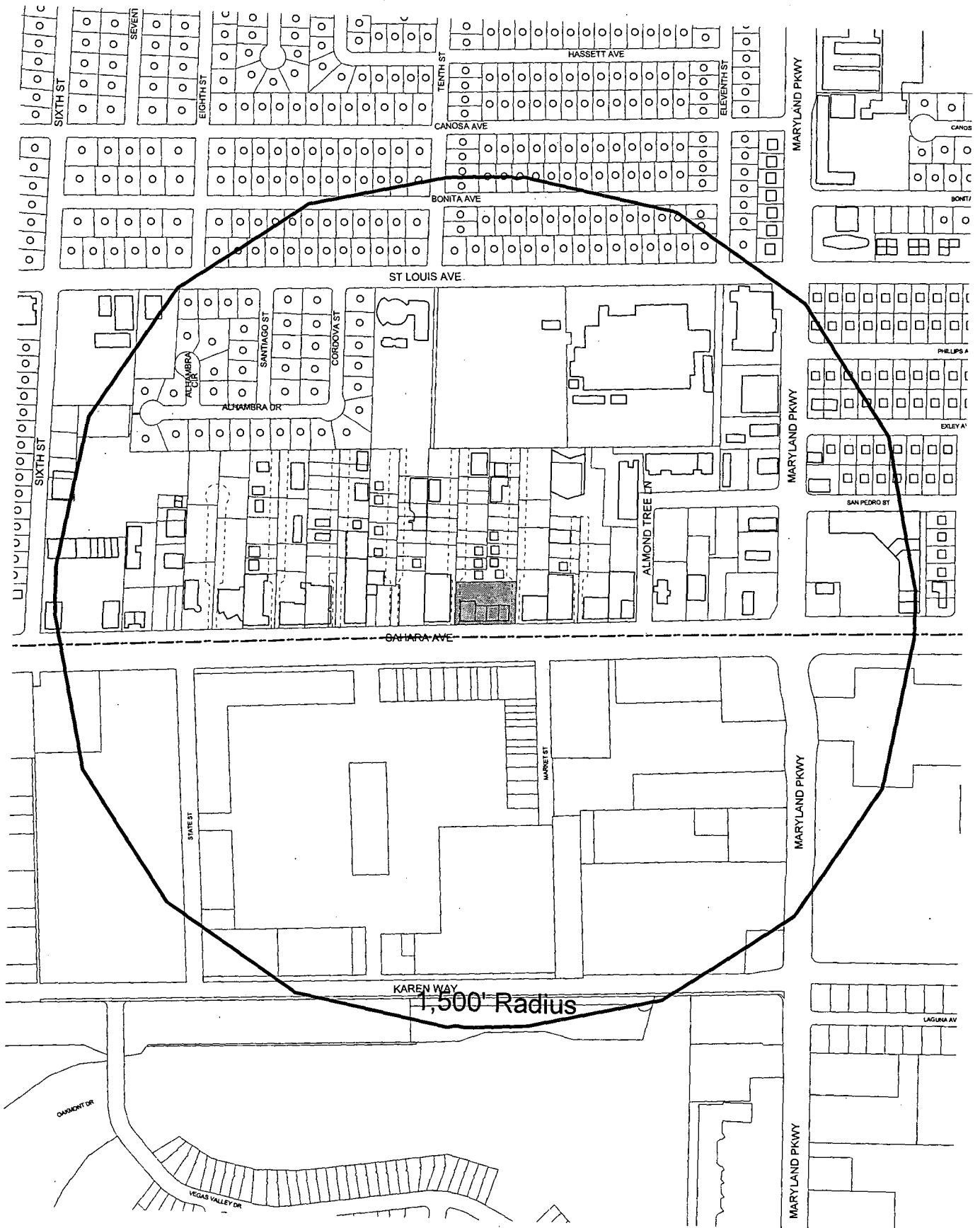


Richard L. Ham
President

RLH

1000 East Sahara Ave. Suite 105, Henderson NV 89104 Telephone 702-796-9477
MAILING ADDRESS: P.O. BOX 530512, Henderson, NV 89053-0512

ZINGERS



0 200 400 Feet



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 6, 2004

DEPARTMENT: FINANCE & BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☐ CONSENT ☒ DISCUSSION

SUBJECT:

Discussion and possible action regarding Change of Ownership and Business Name for a Tavern License and a new Restricted Gaming License for 15 slots, From: K & P Enterprises, Inc., dba Super Sport Lounge (Non-operational), Kenneth W. Bozeman, Dir, Pres, Secy, Treas, 100%, To: La-Dor, Inc., dba Stateside Lounge, 931 Las Vegas Boulevard North, Doris L. Atchison, Dir, Pres, Treas, 50%, Laura J. Atchison, Dir, Secy, 50% - Ward 5 (Weekly)

Fiscal Impact:

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

PURPOSE/BACKGROUND:

Discussion and possible action regarding of Change of Ownership and Business Name for a Tavern License and a new Restricted Gaming License for 15 slots

RECOMMENDATION:

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

BACKUP DOCUMENTATION:

Map

MOTION:

WEEKLY - APPROVED the temporary license subject to a six-month (4/6/2005) review - UNANIMOUS

MINUTES:

The applicants were present.

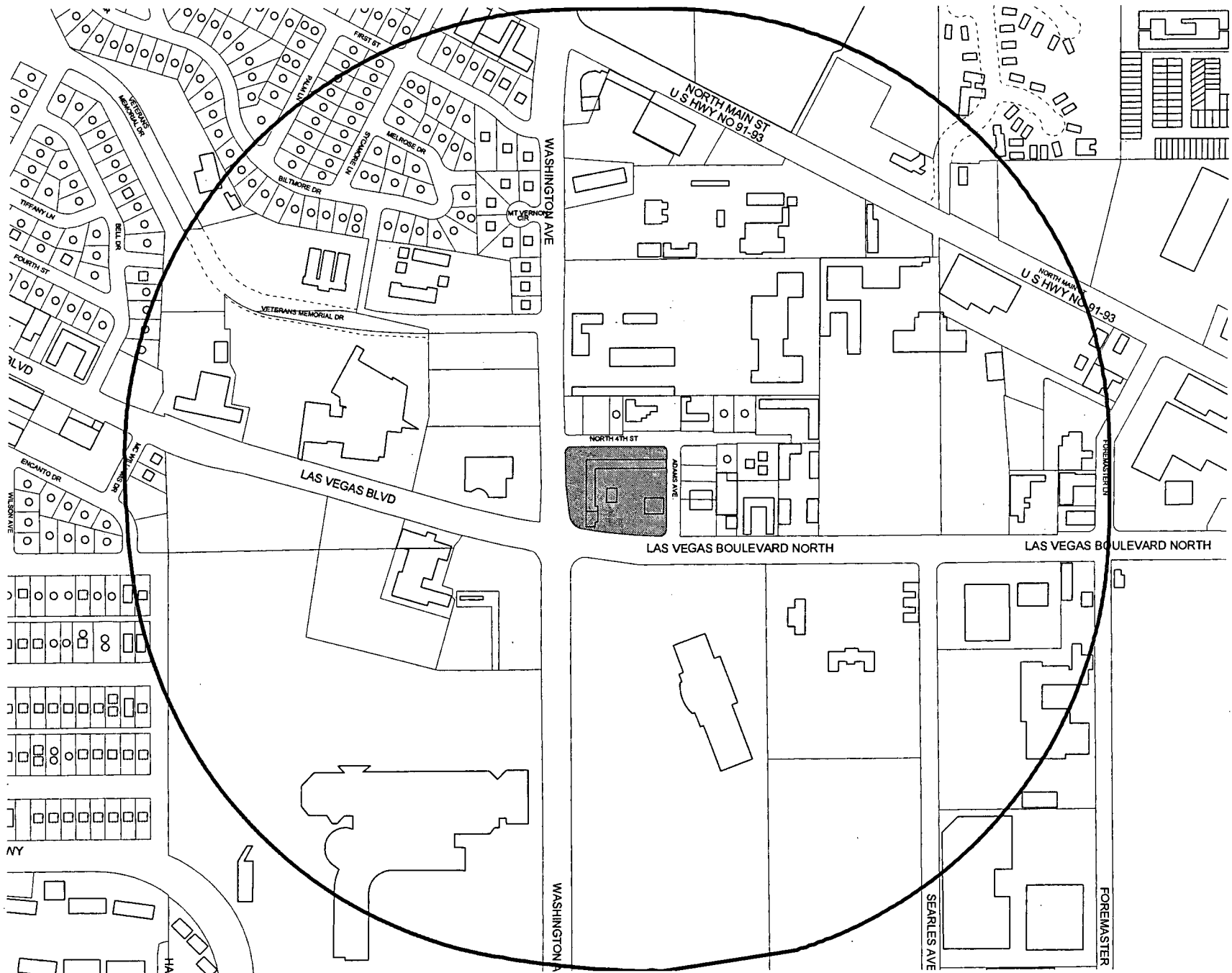
JIM DiFIORE, Manager, Business Services, deferred to STACY RODD, Detective, Las Vegas Metropolitan Police Department (Metro), for an overview of the area of concern. DETECTIVE RODD indicated that the confidential report contains incidents that occurred at the business in 1999, 2000, and 2001. Metro's primary concern is that the incidents involved disorderly and disruptive conduct.

MAYOR GOODMAN asked MS. L. ATCHISON what her role would be in the business. MS. ATCHISON indicated that she was not aware of any issues. She has another business, and there have not been any issues at that location. DETECTIVE RODD apologized for not being clear and indicated that the issues are personal to MS. ATCHISON'S background, not the business. MAYOR GOODMAN said he was concerned about MS. ATCHISON'S behavior described in the report. Perhaps she should not be behind the bar serving drinks. MS. ATCHISON assured the Mayor that she would be managing the business and planning a lot of events, including charitable, and pre-organizing all the events where she would not even need a vehicle.

(9:55 - 9:59)

1-1688

STATESIDE LOUNGE



0 200 400 Feet

55



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 6, 2004

DEPARTMENT: FINANCE & BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☐ **CONSENT** ☒ **DISCUSSION**

SUBJECT:

Discussion and possible action regarding Change of Location for a Massage Establishment, Richard William Harris, dba The Massage Group, From: 7980 West Sahara Avenue, To: 425 Fremont Street, Richard W. Harris, 100% - Ward 1 (Moncrief)

Fiscal Impact:

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

PURPOSE/BACKGROUND:

Discussion and possible action regarding Change of Location for a Massage Establishment

RECOMMENDATION:

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

BACKUP DOCUMENTATION:

Map

MOTION:

MONCRIEF - ABEYANCE to 10/20/2004 - UNANIMOUS

NOTE: COUNCILMAN MACK disclosed that a SuperPawn shop owned by his brother, Steven Mack; the Third Street Promenade, in which his brother-in-law, Andrew Donner, is a managing partner; and the Lady Luck Casino, with which his brother-in-law has a contract related to its non-restricted gaming license are all located near this site. His relatives have not mentioned this matter to him, and he did not believe his relatives' businesses would be affected; therefore, COUNCILMAN MACK indicated he would be voting on this matter.

MINUTES:

The applicant was present.

JIM DiFIORE, Manager, Business Services, was present.

MAYOR GOODMAN indicated that he was very troubled by the information contained in the report. He asked MR. HARRIS if he was able to review the report. MR. HARRIS stated that he had not received a copy and had not been able to get a return phone call from Las Vegas Metropolitan Police Department Special Investigations. MAYOR GOODMAN commented that MR. DiFIORE advised him that MR. HARRIS was offered the opportunity to hold this matter for two weeks to allow him time to respond to the concerns but MR. HARRIS declined. MR. HARRIS countered that the last message he left for MR. DiFIORE was that he was going to show up at this meeting. Given the situation, he has not been able to meet with the detective to review the paperwork. He requested the matter be held so that he could meet with the detective that day if possible.

MAYOR GOODMAN indicated to COUNCILWOMAN MONCRIEF that MR. DiFIORE suggested this matter be held for two weeks to allow further discussion. COUNCILWOMAN MONCRIEF agreed

CITY COUNCIL MEETING OF: OCTOBER 6, 2004

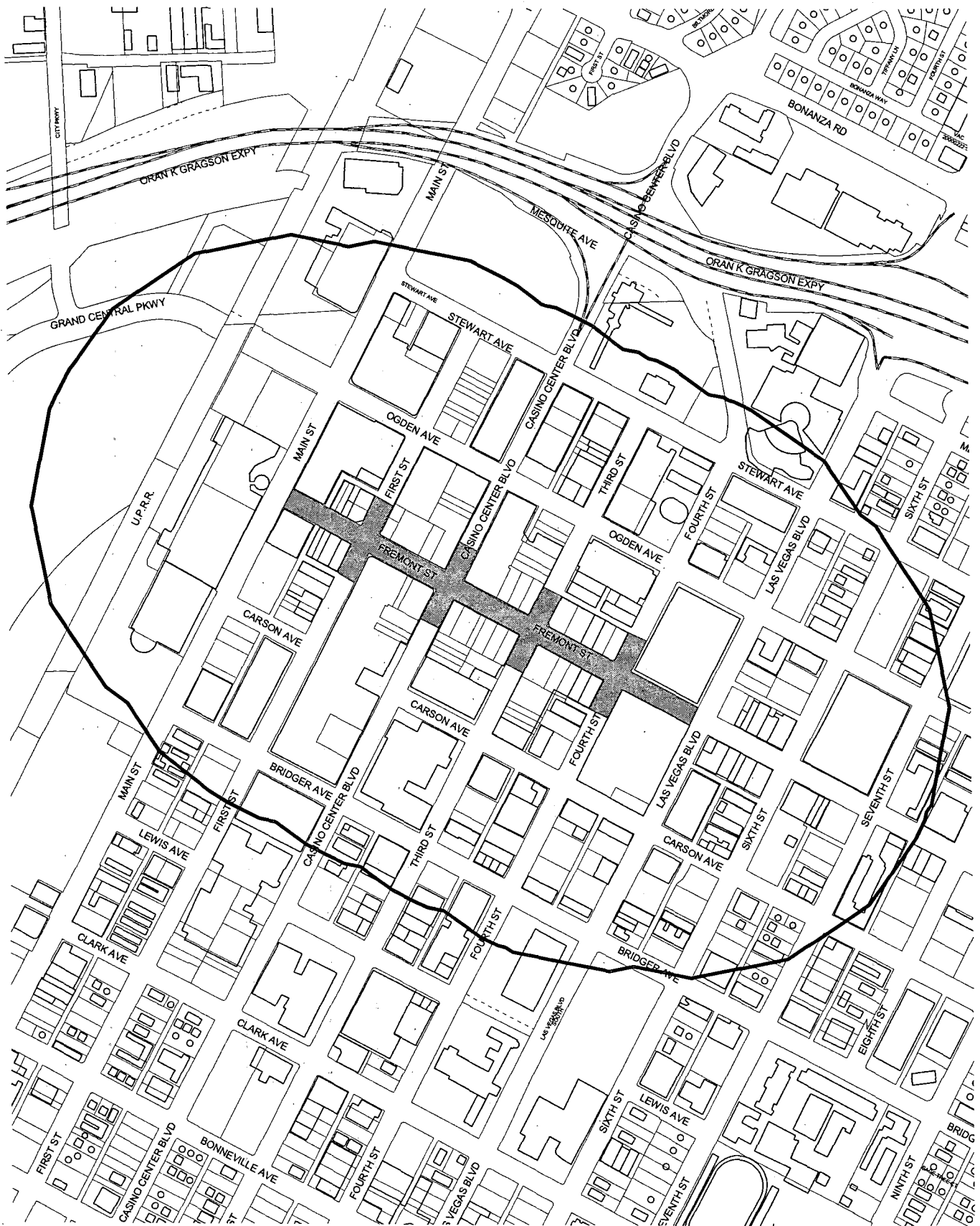
MINUTES - Continued:

with holding this matter. MAYOR GOODMAN asked MR. DiFIORE to make the report available to MR. HARRIS.

(9:59 - 10:02)

1-1839

THE MESSAGE GROUP



0 300 600 Feet



56



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 6, 2004

DEPARTMENT: HUMAN RESOURCES**DIRECTOR: F. CLAUDETTE ENUS**☐ **CONSENT** ☒ **DISCUSSION****SUBJECT:**

Discussion and possible action regarding a new position for City Attorney Investigator (\$55,000 - Violence Against Women Act (VAWA) Grant)

Fiscal Impact:

☐	No Impact	Amount:	\$55,000.00
☒	Budget Funds Available	Dept./Division:	City Attorney/Criminal
☐	Augmentation Required	Funding Source:	VAWA

PURPOSE/BACKGROUND:

The City Attorney Investigator position created under VAWA Grant No. 13/2004-WF-AX-0037 is dedicated to the support of the prosecution of battery-domestic violence criminal misdemeanor cases before the Las Vegas Municipal Court. The duties and responsibilities are dedicated to establishing communication, guidance and investigative activities relating to victims of battery-domestic violence, including but not limited to, obtaining voluntary statements, medical information of related injuries and locating appropriate witnesses for prosecution purposes.

RECOMMENDATION:

The Office of the City Attorney recommends approval of this position.

BACKUP DOCUMENTATION:

Executive Summary

MOTION:

REESE - APPROVED as recommended - UNANIMOUS

MINUTES:

CLAUDETTE ENUS, Director, Human Resources, stated the person filling this position would assist in handling battery cases appearing in Municipal Court. It would be funded from grant monies.

(10:02)

1-1934

Executive Summary

Discussion and possible action on the approval of a new position- City Attorney Investigator; funded through VAWA grant 13/2004-WF-AX-0037. (\$55,000).

Resource Allocation

(4) Full-time City Attorney Investigators

- During the time period of January 1, 2004 – September 2004
 - Approximately 4,000 subpoenas were designated for Personal Service (5.5 per investigator/per day).
 - Personal Service success percentage has averaged approximately 71% (a reduction from 83% in 2003). During the last several months, this success has been maintained through an average of 60-80 hours of overtime per week for the unit.
 - The personal service statistics do not include requests for additional investigation and/or information which are assigned in addition to the process service responsibilities.

Factors

- US Supreme Court decision in Crawford v. Washington requires that we locate and assure attendance of all Battery-Domestic Violence victims, as well as, nursing staff conducting blood draws in all Driving the Influence cases.
 - The Court will not accept "excited utterances" without testimony in Battery-Domestic Violence cases;
 - Nor, will the Court accept the Nurses Affidavit of Blood Withdrawal without testimony.
- Most of the Courts will allow only one Trial continuance before dismissing the case. The City Attorney Investigators have little opportunity to fail in locating and/or serving subpoenas on the witnesses.
- One Court department is setting Trial dates 14 days after arraignment. This requires a virtual halt to all other activity until the victims and witnesses in these cases can be located and served within the restrictive time frame.

Fiscal Impact

- Overtime costs in FY04 are approximately \$14,500. Investigators are averaging 20 hours per week.
- Grant funds are \$55,000 (expiring June 30, 2005). The annual salary for this position is \$43,373 (with estimated benefits the total is projected at \$58,554). The salary savings of approximately two and one-half months will cause the fiscal impact of this position to be minimal.
- This position will allow us to maintain 4 full-time City Attorney Investigators and 1 grant-funded City Attorney Investigator which should offset and reduce the need of overtime required to accomplish the personal service of subpoena needs, as well as, afford the grant-funded City Attorney Investigator to dedicate their time to the investigation and service related to Battery-Domestic Violence victims during a time of crisis.
- A direct fiscal impact results from the loss of fine revenue. If 50 Battery-Domestic Violence cases are dismissed per year, the estimated revenue loss is \$10,000 plus administrative

assessments. A very conservative estimate based on our experience to date, would be 50 Battery-Domestic Violence cases and 50 Driving under the Influence cases are dismissed at the Trial setting due to a failure to serve an essential witness with a subpoena or .If 50 Driving under the Influence cases are dismissed per year, the estimated revenue loss is \$20,000 plus administrative assessments.

Conclusion

The Office of the City Attorney is committed to holding Driving under the Influence offenders accountable, addressing the needs of Battery-Domestic Violence victims during their time of crisis, as well as, the successful prosecution of misdemeanor crimes impacting the quality of life City of Las Vegas citizens and businesses in general. The approval of this position request will allow this office to maintain its commitment with no fiscal impact. Failure to create this needed position will impact the ability to address the needs of all victims of crime and have a potential fiscal impact through reduced revenue and increased overtime expenses.

Your consideration in this matter will be greatly appreciated. Should you have any questions, require any additional information, or would like to review a sample of the type of work product produced by a City Attorney Investigator in a Battery-Domestic Violence matter, the Office will accommodate your request at your convenience.

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 6, 2004

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD GOECKE

☐ **CONSENT** ☒ **DISCUSSION**

SUBJECT:

Report on the City's Sanitary Sewer Assessment and Rehabilitation Program – All Wards

Fiscal Impact:

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

PURPOSE/BACKGROUND:

The City Engineer would like to make a presentation to the Mayor and Council regarding the City's program to assess the condition of the sanitary sewer system and the measures used to make repairs.

RECOMMENDATION:

Report only, no action required

BACKUP DOCUMENTATION:

Submitted after meeting: hardcopy of PowerPoint

MOTION:

None required. A report was given.

MINUTES:

RICHARD GOECKE, Director, Public Works, indicated that the City is at an age where sanitary sewer repairs are necessary. He introduced CHARLIE KAJKOWSKI, City Engineer, Public Works, who used a PowerPoint presentation to detail what happens when sewers become defective, what causes sewers to fail, how they are inspected, a list of projects developed to keep the sewers serviceable, and the method and means by which sanitary sewers are repaired.

COUNCILMAN BROWN asked what the shelf life of this new technology is. MR. KAJKOWSKI answered that the biggest threat to PVC lining is sunlight, so it should be indefinite with it being underground. He indicated that monies for repairs come from the Enterprise Fund for sewers and partly from the revenue collected from user fees.

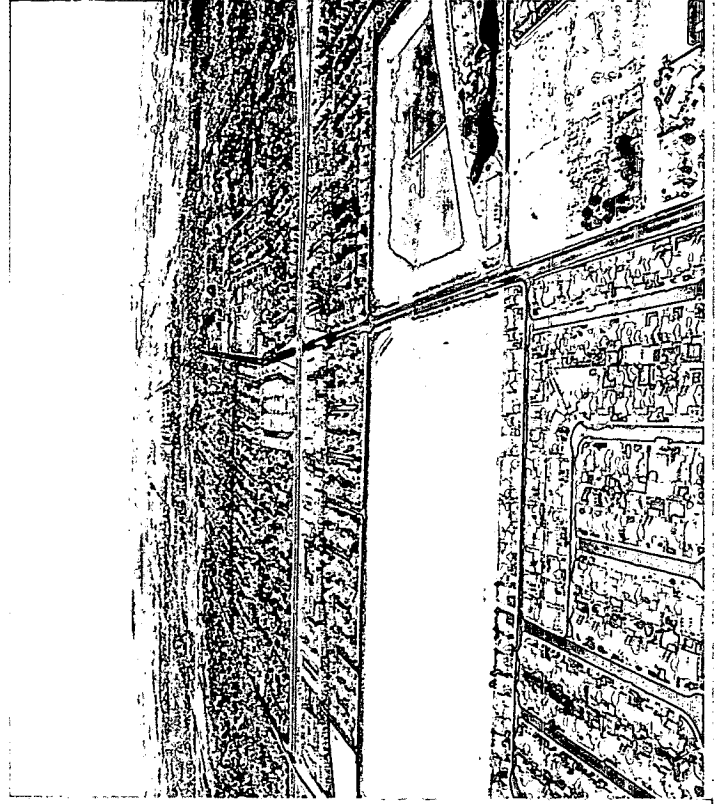
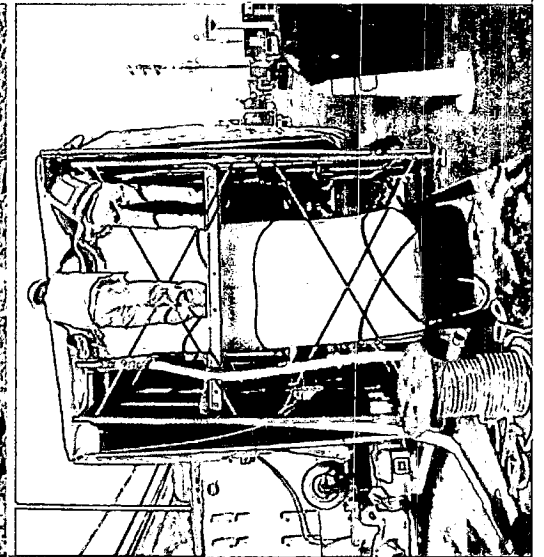
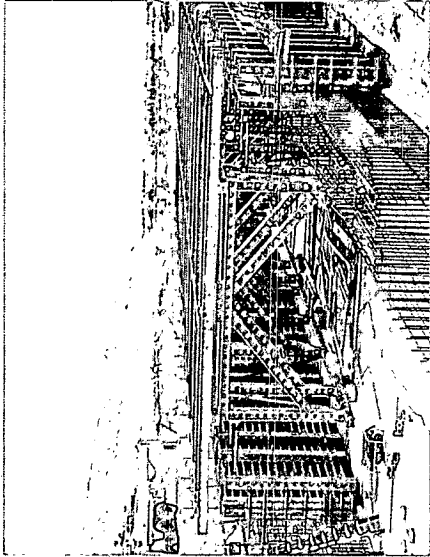
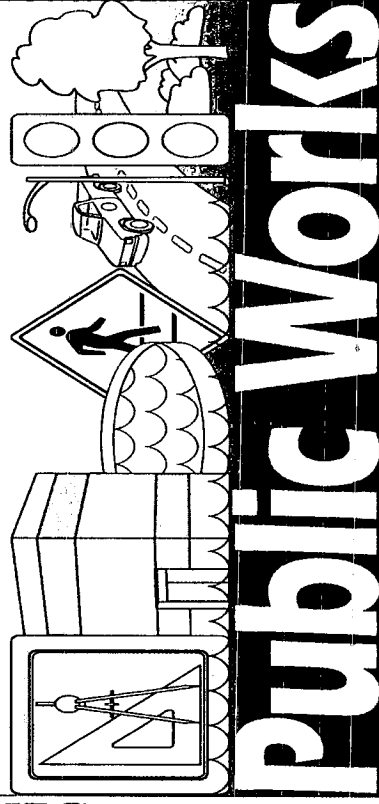
(10:02 - 10:18)

1-1971

Sanitary Sewer Assessment and Rehabilitation Program

Presented by
Charles Kajkowski, Jr. P.E.
City Engineer
October 2004

City of Las Vegas Department of



Local Sanitary Sewer Failures

- **July 1999 100-Year Flood – Sahara Ave.**
- **February 2004 CCWRD – Spring Mountain Road.**

Costs of Pipe Failure

Phoenix, Arizona – March 2001

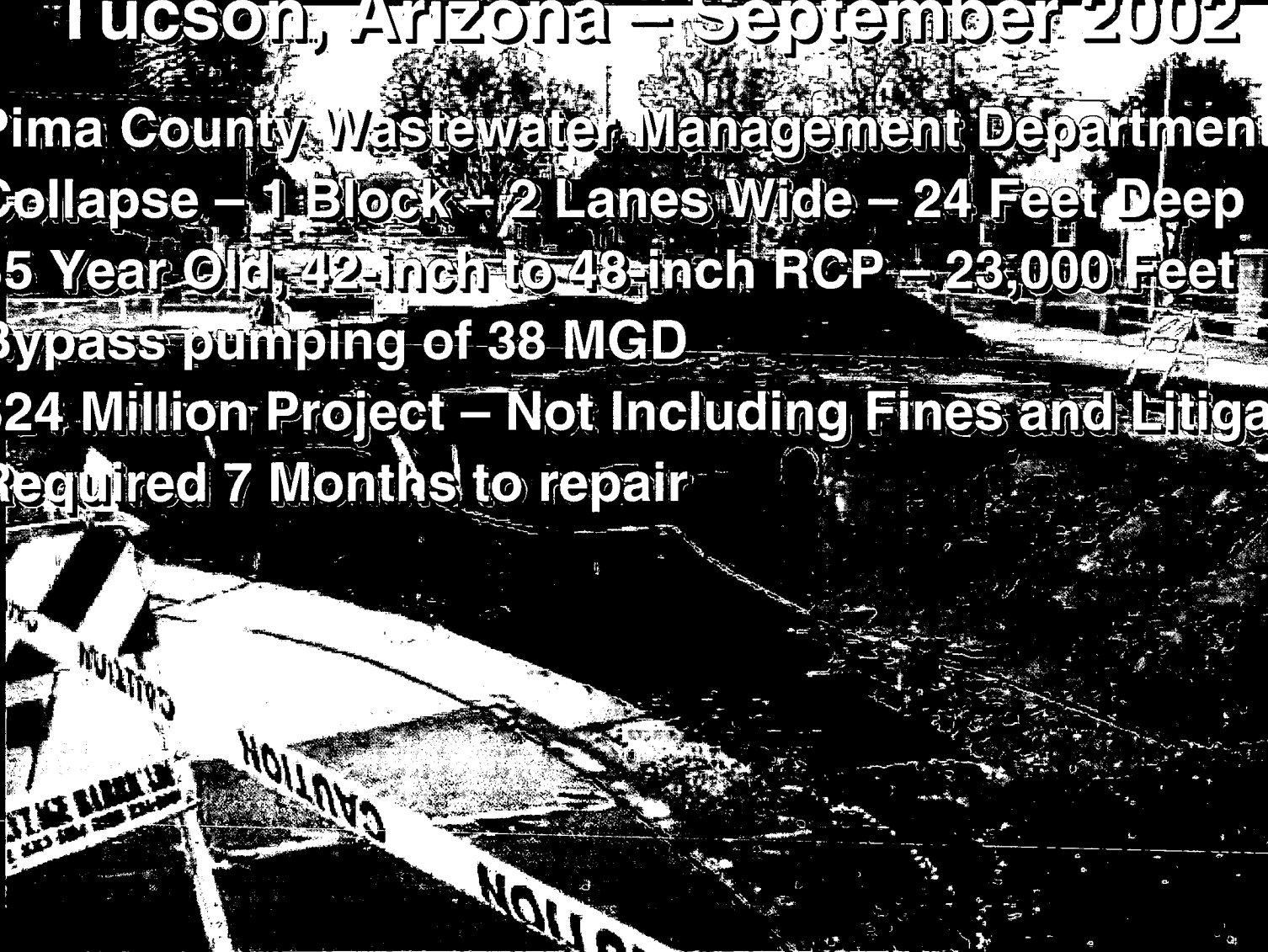
- Regional Sanitary Sewer Serving 4 Communities
- Collapse – 25 Feet Deep – 60 Feet Diameter
- 72-inch and 84-inch RCP – 1,000 Feet
- Bypass pumping of 110 MGD
- \$2 Million Project – Not Including Fines and Litigation
- Required 2 Months to repair



Costs of Pipe Failure

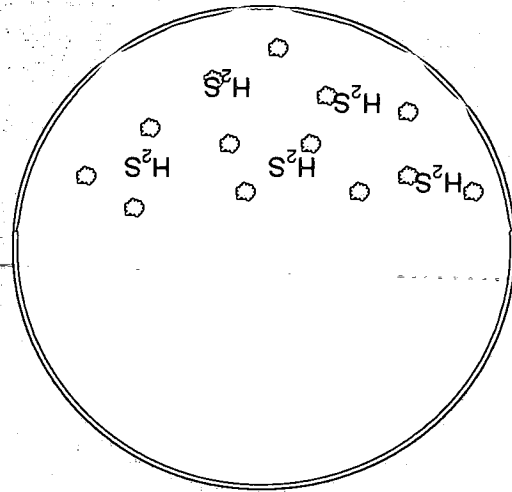
Tucson, Arizona — September 2002

- Pima County Wastewater Management Department
- Collapse — 1 Block — 2 Lanes Wide — 24 Feet Deep
- 35 Year Old, 42-inch to 48-inch RCP — 23,000 Feet
- Bypass pumping of 38 MGD
- \$24 Million Project — Not Including Fines and Litigation
- Required 7 Months to repair

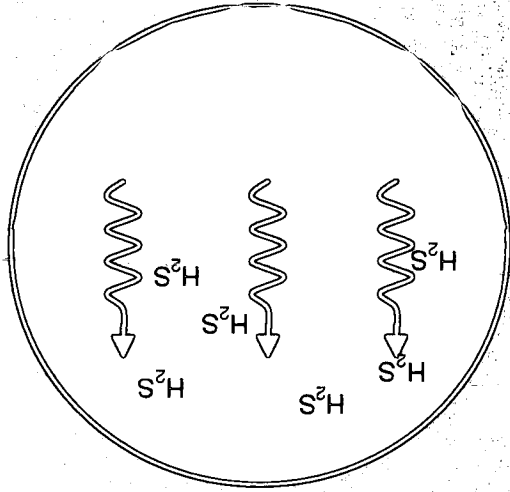


Chemical Process

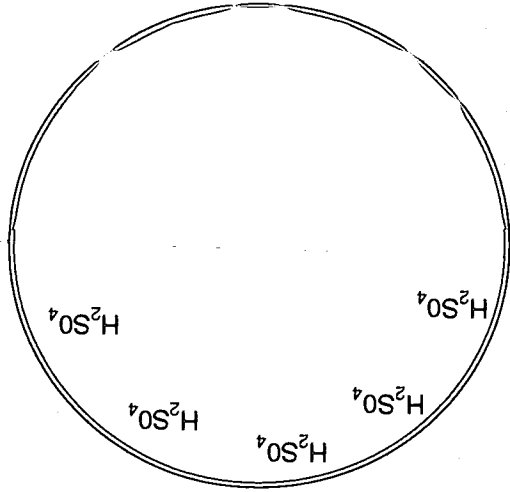
Anaerobic bacteria form in raw sewage and produce H_2S



Turbulence from steep grades, drops, and other junctions release H_2S to the atmosphere

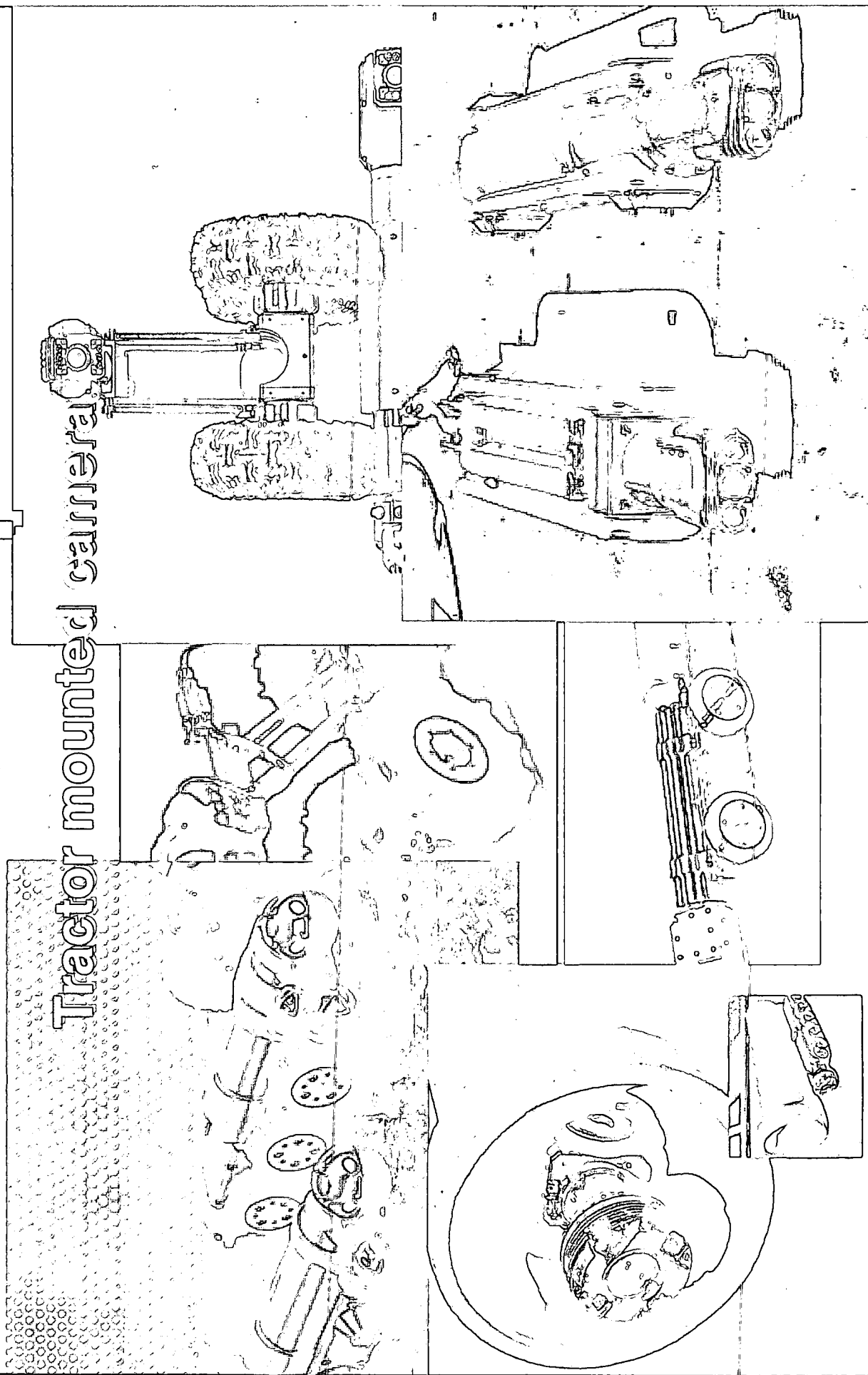


Thiobacillus bacteria on walls convert H_2S & O_2 to H_2SO_4 (Sulfuric Acid)



Television Inspection

Tractor mounted camera



Sanitary Sewer Condition Assessment Phase I

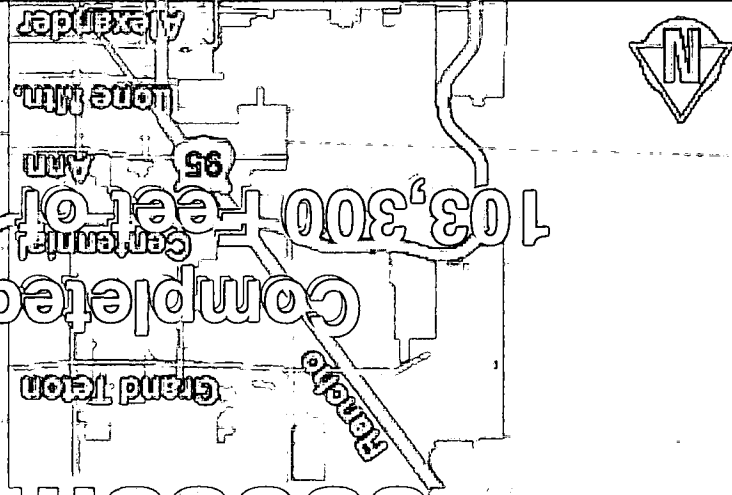
Completed August 2002

112,900 Feet of 35+ year old RCP

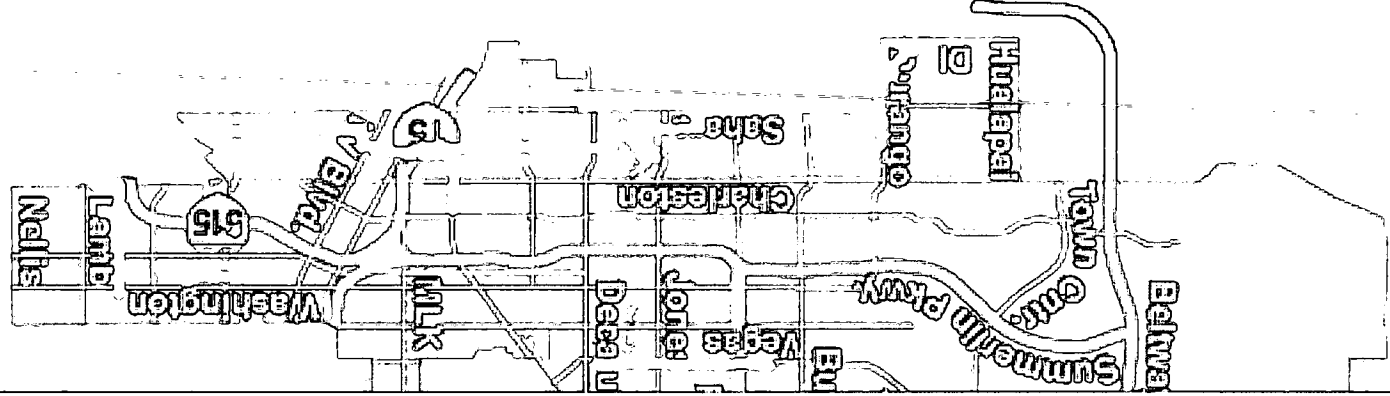
Sahara Ave. - Phase 3	27" - 48"	\$2.6 Mil.	Under Construction
L.V. Blvd to Arden Ave.			
Charleston Blvd. Phase 2 - US 95 to Nellis Blvd.	36" - 51"	\$4.5 Mil.	Completed
Mojave Rd., Bonanza Rd., Pecos Rd. and Stewart Ave.	36"	Est. \$5 Mil.	99% Design
Owens Ave - I-15 to Eastern Ave.	30" - 36"	Est. \$4 Mil.	90% Design
Rancho Dr. - Cheyenne Ave. to Decatur Blvd.	18" - 24"	Est. \$600K	90% Design
Harris Ave. - Near Eastern Ave.	18" - 36"	Est. \$400K	90% Design

Sanitary Sewer Condition Assessment Phase II

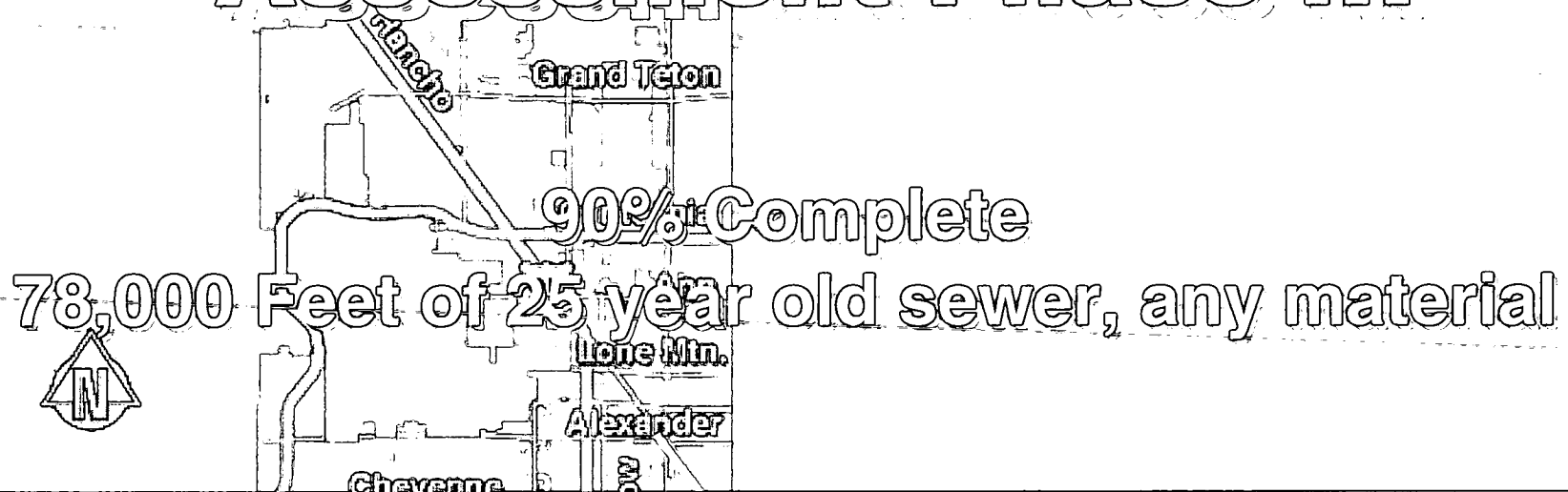
Completed August 2003
103,300 feet of 20-35 year old RCP



Sandhill Rd. - LV Wash to Bonanza Rd.	42"-45"	Est. \$1.2 Mil.	Beginning Design
---------------------------------------	---------	-----------------	------------------

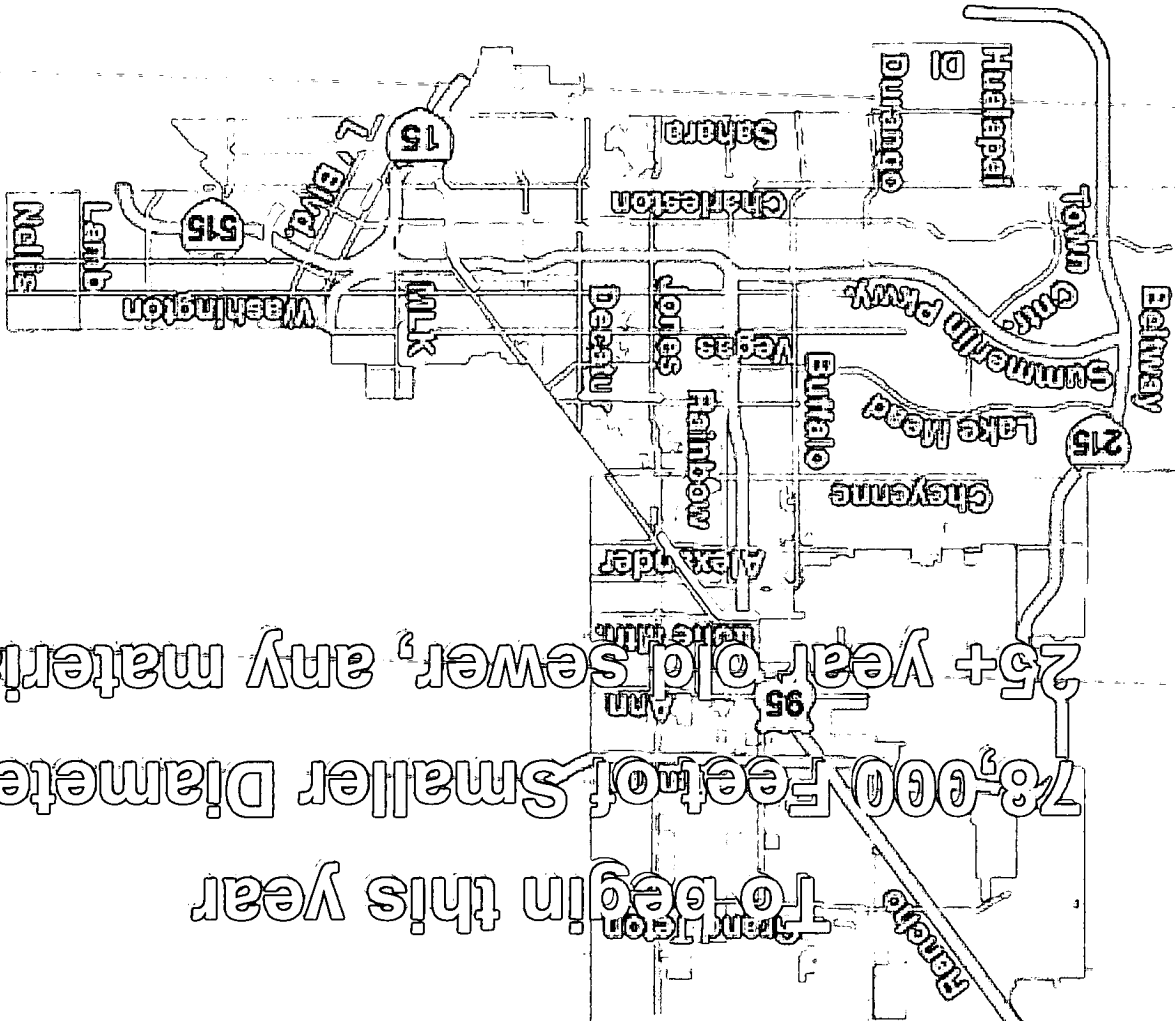


Sanitary Sewer Condition Assessment Phase III



Rancho Dr. – Near Cheyenne Ave.	18"- 21"	Est. \$200K	90% Design
Charleston Blvd.– Portions near Eastern Ave. and 25 th Street	15"- 18"	Est. \$100K	Under Construction
Harris Ave. – Eastern Ave. to Mojave Rd.	36"	Est. \$500K	90% Design

Sanitary Sewer Condition Assessment Phase IV To begin this year 78,000 Feet of Smaller Diameter, 25+ year-old sewer, any material



Sanitary Sewer Rehab and Roadway Project Coordination

New Roadway Projects

- Alexander Rd. / Hualapai Way,
- Discovery Drive

Street Rehabilitation Projects

- Downtown Area,
- Mayfair Subdivision,
- Ogden Avenue,
- Stewart Ave.

PM – 10 Paving Projects

- All alleyways within our City

Completed Repair Projects

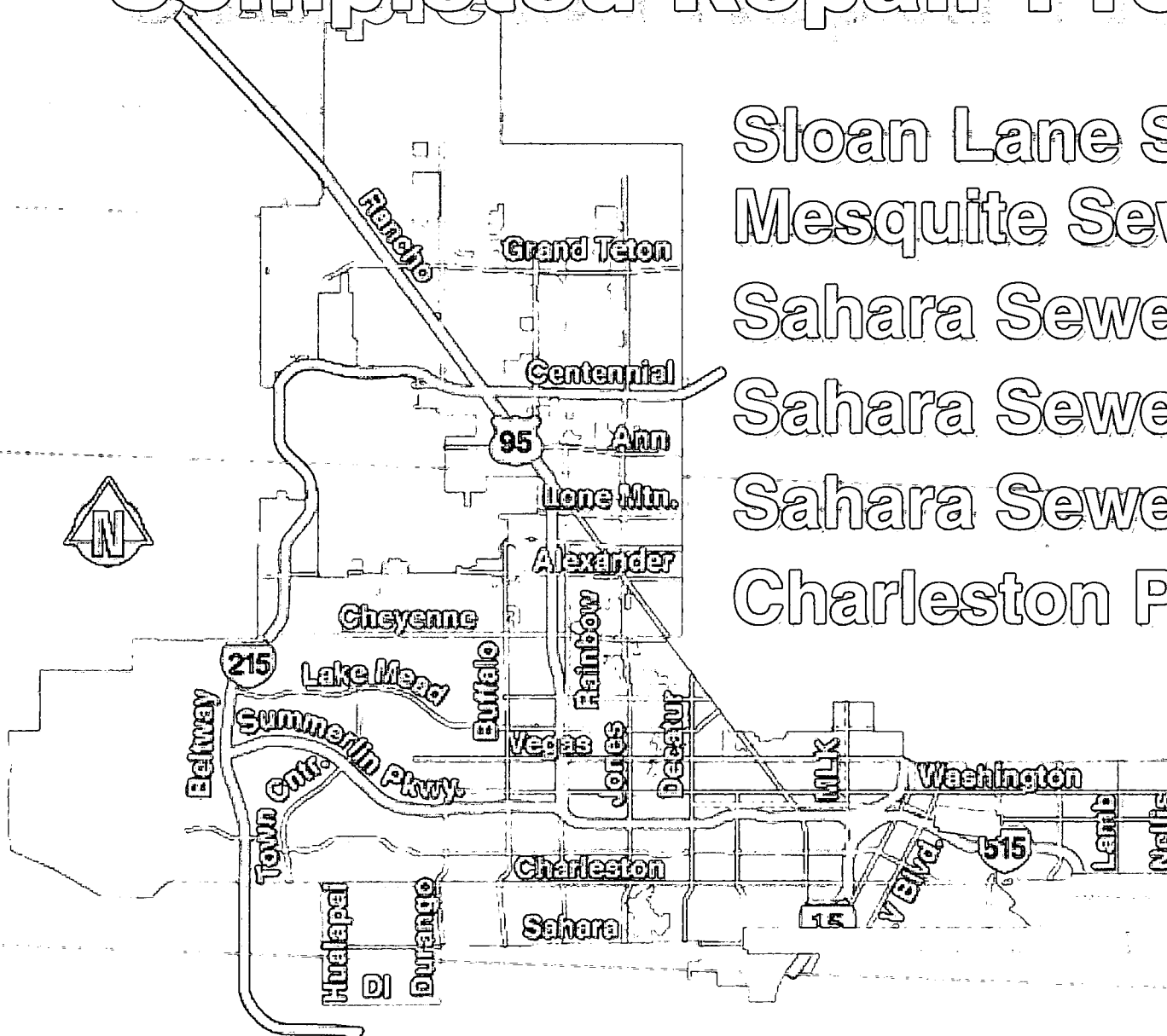
Sloan Lane Sewer
Mesquite Sewer

Sahara Sewer Phase 1

Sahara Sewer Phase 2

Sahara Sewer Phase 3

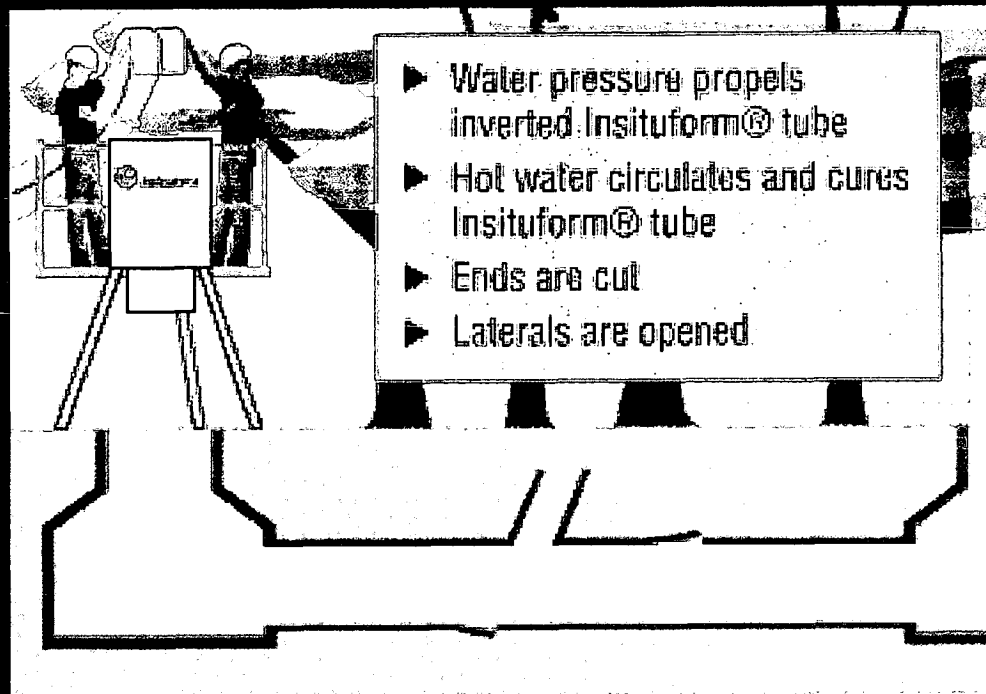
Charleston Phase 2



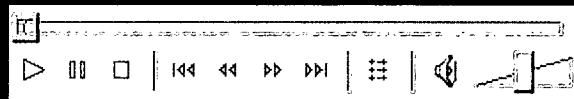
Trenchless Technology Methods

- **Cured in Place Pipe-liner (CIPP)**
- **Spiral Wound PVC Liner**
- **Slip Lining – PVC, Hobas (fiberglass)**

CIPP Process

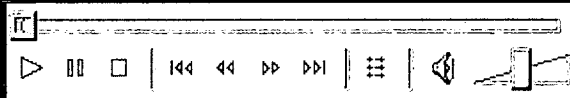


Spiral Wound Small Diameter



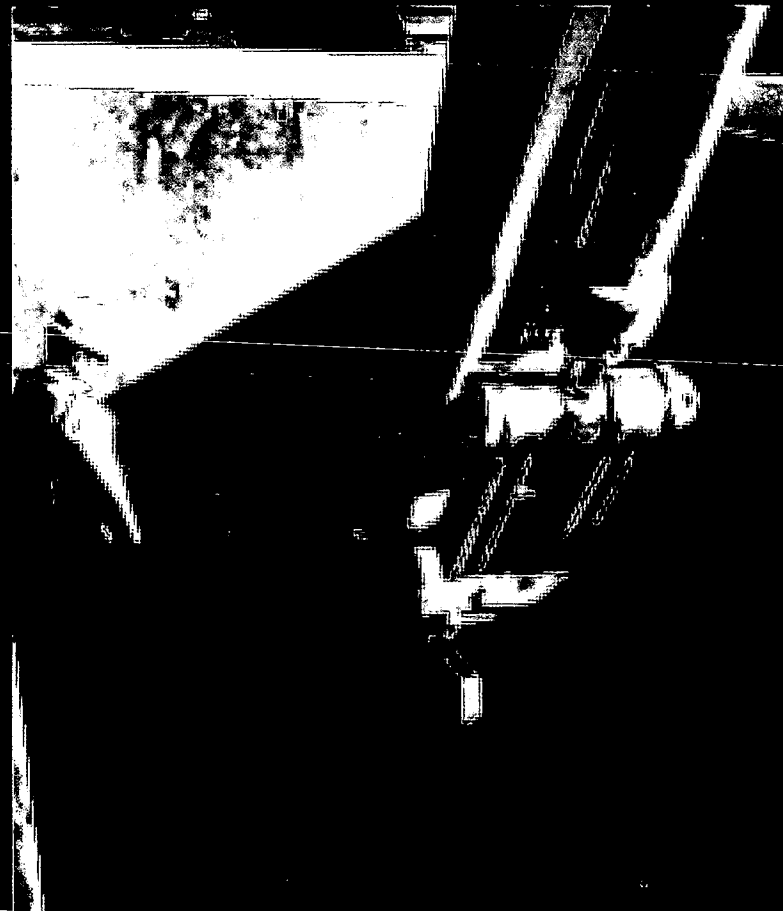
Rib-Loc Pipe Liner

Spiral Wound Large Diameter



Roto-Loc Liner

Slip Lining



Mesquite Ave. Sewer

Before

8

After

MH 05 0084.2f MH 05

End of hole

MH 4 0203.5f MH 5

East Charleston Blvd. Sewer

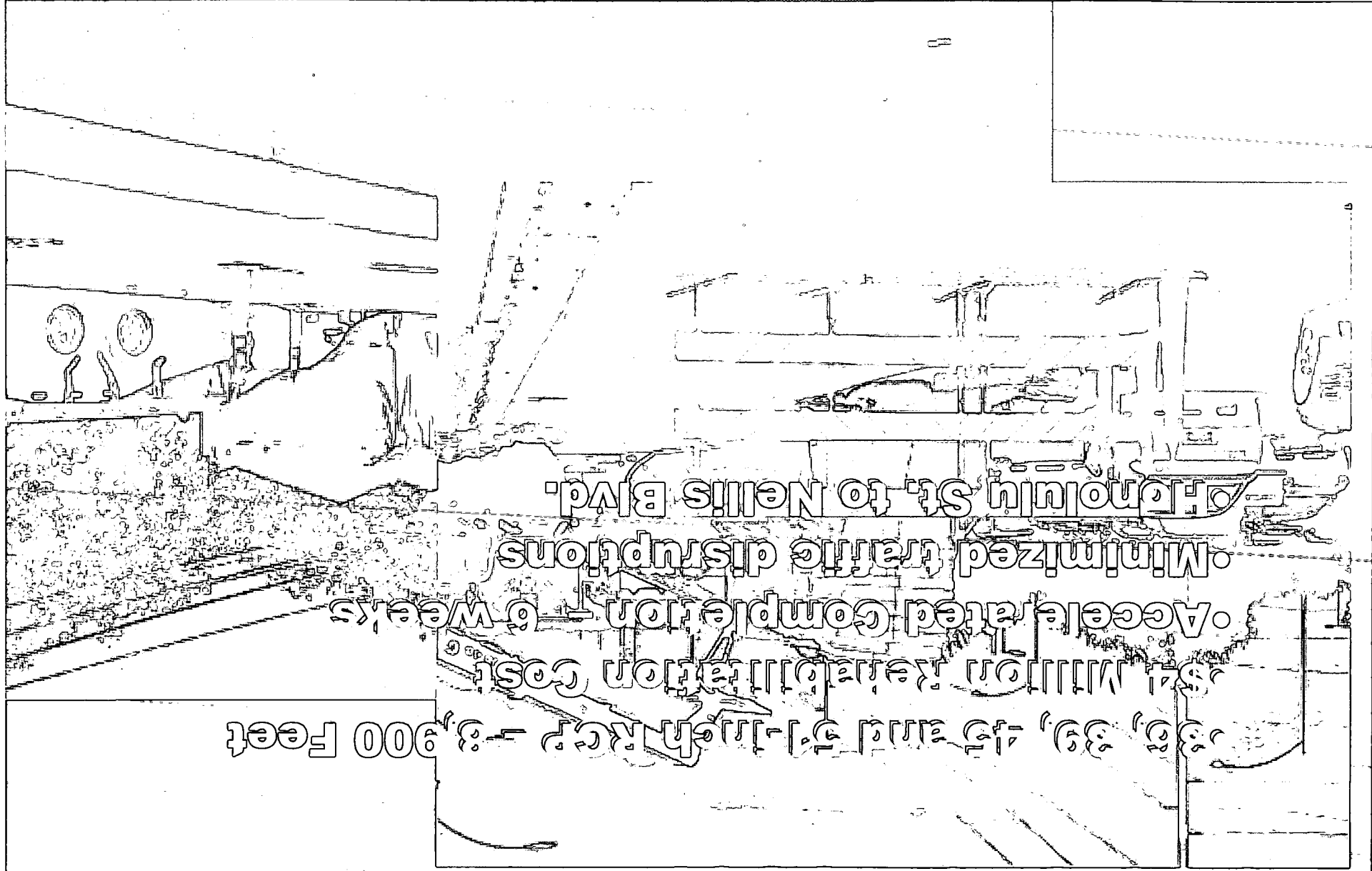
36, 39, 45 and 51-inch RCP - 3,900 Feet

\$4 Million Rehabilitation Cost

• Accelerated Completion - 6 weeks

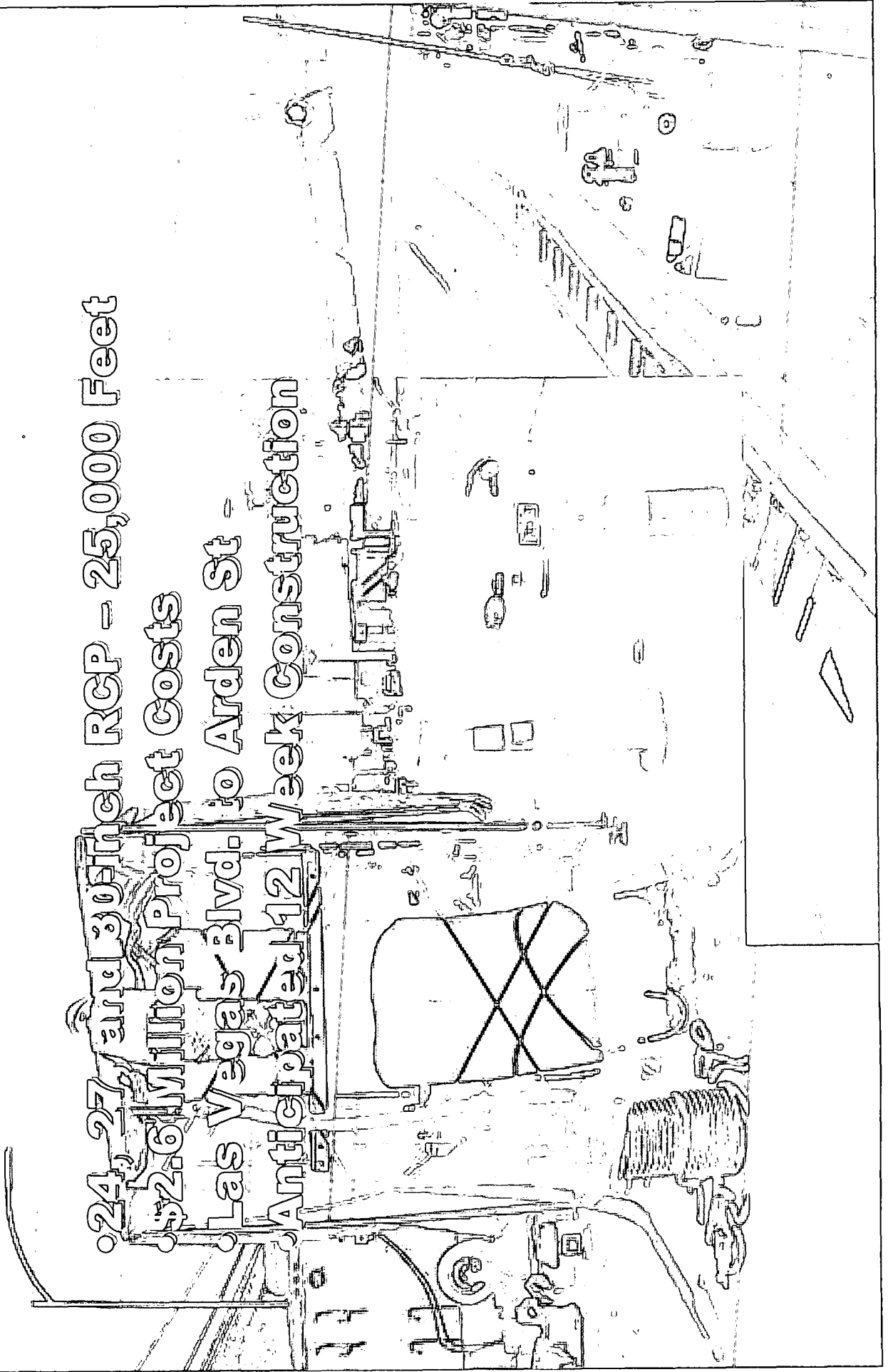
• Minimized traffic disruptions

• Honolulu St. to Neilis Blvd.



Sahara Ave Sewer

- 24, 27 and 30 inch RCP - 25,000 Feet
- \$2.6 Million Project Costs
- Las Vegas Blvd. to Arden St -
- Anticipated 12 Week Construction



Questions?



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 6, 2004

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

Discussion and possible action on the Revised Iron Mountain Ranch Park Development Agreement 2 between the City of Las Vegas and KB Home Nevada, Inc., to replace the existing agreement for Horse/Bradley Park site (\$98,400 - Residential Construction Tax) - Ward 6 (Mack)

Fiscal Impact:

☐	No Impact	Amount:	\$98,400.00
☒	Budget Funds Available	Dept./Division:	Public Works/Eng. Integration
☐	Augmentation Required	Funding Source:	Residential Construction Tax

PURPOSE/BACKGROUND:

Additional half street improvements can be completed at the same time a developer built park is under construction near the southwest corner of Horse Drive and Bradley Road. These improvements will consist of street paving, sidewalk, curb and gutter. A companion item presented by Finance will fund this project. The original agreement was approved September 17, 2003.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Revised Iron Mountain Ranch Park Development Agreement 2

MOTION:

MACK - APPROVED as recommended - UNANIMOUS

MINUTES:

RICHARD GOECKE, Director, Public Works, mentioned that earlier the Finance Director requested about \$98,000 to make off-site improvements at a park at Horse and Bradley, for which KB Home is building the larger portion. That leaves approximately 1,000 feet of City-owned property for future phases of this larger park. KB Home's contract will be extended to continue the off-site improvements around the property. This item is in order.

(10:18 - 10:19)

1-2654

REVISED IRON MOUNTAIN RANCH PARK DEVELOPMENT AGREEMENT #2
HORSE /BRADLEY SITE

THIS AGREEMENT, made and entered into this 6 day of October, 2004 by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada (hereinafter referred to as the "City"), and KB HOME Nevada Inc., 750 Pilot Road, Suite F, Las Vegas, Nevada 89119 (hereinafter referred to as the "Developer") is revised and restated and will replace the existing agreement approved by the Las Vegas City Council on September 17, 2003;

WITNESSETH:

WHEREAS, the City has made application (#N 65607 pursuant to the Recreation and Public Purposes Act, 43 USC Sec. 869—the "R&PP Act") to the United States Bureau of Land Management ("BLM") to acquire a site on certain real property that is located within the corporate boundaries of the City known as the future site of Horse/Bradley Park, APN No. 125-12-301-002 (the "Property" herein) depicted on Exhibit A attached hereto; and

WHEREAS, the Iron Mountain Ranch Master Development Plan (the "Master Plan") allows the construction of certain "Open Space" to offset a portion of the Master Plan's requirements for the development area; and

WHEREAS, the Developer has agreed to develop and improve a portion of the above referenced BLM Property as a 5.59-acre park (the "Park") with approximately 650 linear feet of adjacent off-site street improvements as a portion of the open space required by the Master Plan--the area depicted as "Developer Built Park" on Exhibit A and more particularly described in the preliminary rendering entitled Landscape Master Plan – Iron Mountain Ranch Parks L1.01, prepared by Southwick Landscape Architects (the "Site Plan"), and transfer title to the improvements to the City upon completion of the Park; and

WHEREAS, the Developer has agreed to construct approximately 1000 lineal feet of half street paving improvements and the installation of a water utility line in accordance with the development conditions presented in the Zoning change file #Z-16-98 and General Plan Amendment # GPA-6-98. In addition, the developer has agreed to install improvements related and adjacent to the paving operation that will include: Grading , Street Lights, Drop Inlets, Concrete Sidewalks, Curbs, Driveways and Signage for

the sum of \$98,400.00. Exhibit B of this agreement contains documentation that details the cost of these additional improvements made part of this agreement. Exhibit C shows the limits of the additional improvements at the project site as prepared by VTN Nevada for KB Homes on sheet number C-5 titled

“IRON MOUNTAIN RANCH BRADLEY/HORSE PARK BRADLEY/HORSE OFFSITES”.

WHEREAS, compliance with the R&PP Act will require the execution by the Developer and the City of an agreement that provides for the installation by the Developer of the improvements required to create and complete such Park, trail and offsite improvements (collectively the “Park Improvements”); and

WHEREAS, by its execution of this Agreement, the Developer intends to bind and obligate itself and its heirs, successors and assigns to install the Park Improvements in the manner and at the times that are hereinafter set forth;

NOW, THEREFORE, for and in consideration of the premises, of the mutual promises and agreements that are hereinafter contained and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the parties hereto, said parties do hereby agree as follows:

1. COVENANT OF INSTALLATION, MAINTENANCE AND WORKSITE CLEAN-UP: The Developer, for itself, its heirs, successors and assigns, hereby covenants and agrees that:

(A) At its sole cost and expense, the Developer shall pay for all necessary labor and materials and shall install all of the Park Improvements substantially in accordance with the terms of this Agreement and in accordance with the Plans and Specifications (as hereinafter defined) (collectively the “Work”), and shall execute a bill of sale for the Park Improvements to the City and deliver such bill of sale and the completed Park Improvements to the City free of all liens and claims after a final inspection by the City pursuant to Section 3 herein. The City shall thereupon pay Developer the sum of \$98,400.00.

(B) Following completion and delivery of the Park Improvements to the City pursuant to subparagraph A above, and for a period of one year thereafter, Developer shall provide landscaping services to the Park at its sole cost and expense, which obligation shall include the repair and/or

replacement of any unhealthy or dead landscaping (not resulting from vandalism or misuse). Further, Developer, for a period of one year after its delivery of the Park Improvements to the City, warrants and represents to City that the workmanship of the Park Improvements and all other aspects of the Work shall be in conformance with the Plans and Specifications, current City of Las Vegas design and construction standards, this Agreement and free from material faults or defects of design, material and/or workmanship. Developer agrees to satisfy its warranty obligations under this subparagraph B upon written notice from the City of the same, at no cost to City. Aside from Developer's warranty obligations as set forth in the preceding sentence, all other costs of the ownership, operation and maintenance of the Park Improvements following Developer's completion and delivery thereof shall be the responsibility of the City, including without limitation, any customary insurance, janitorial service, security, extraordinary maintenance and/or replacement requirements, water, sewer and all other utility fees, etc. The City shall assume all risks of ownership of the Park Improvements following the delivery thereof from Developer, including, without limitation, risk of loss and all liability of ownership.

2. PLANS AND SPECIFICATIONS: The Developer shall submit the plans for the Park Improvements in stages of 90% and 100% plan sets to the City's Parks Development Team and obtain approval thereof from the City prior to proceeding with other necessary approvals and documentation required by the development process through the regulatory authorities referred to below. The Park Development Team shall use reasonable and diligent efforts to timely provide comments to and/or approve, as appropriate, any and all submissions of such plans by Developer (as approved and together with the Specifications (as hereinafter defined), the "Plans and Specifications"). The Developer hereby assumes full and complete responsibility for the accuracy of such Plans and Specifications, and any subsequent approval thereof by the City shall not relieve the Developer of such responsibility. Developer acknowledges that the City must obtain certain real property rights and other requisite approvals of the BLM for the location, construction and operation of the contemplated Park Improvements. City covenants to use its best efforts to obtain said requisite BLM real property rights and approvals as soon as possible, and Developer agrees to accommodate the City, and not interfere with the City, with respect to the time and efforts required of the City in obtaining such rights and approvals. The Developer does hereby acknowledge and agree that the City, acting by or through its Parks Development Team, does not have any control, authority or influence over the decisions or requirements of BLM or other regulatory authorities which are separate from the City, or which may be departments of the City acting in a

regulatory manner including, but not limited to, the Building Department, Fire Department, Planning Department or divisions within the Department of Public Works; provided, however, that nothing in this Agreement shall serve to subject the Developer to any statutory or other regulatory enactment adopted following the City's approval of the Plans and Specifications. The Developer is responsible for complying with the requirements imposed by the regulatory authorities (including complying with the departments of the City acting in a regulatory manner), as of the date hereof, and any delays resulting to the Developer in the performance of this Agreement from having to comply with such requirements are solely the responsibility of the Developer, and not attributable in any manner to the City herein (i.e., it shall be the responsibility of the Developer to obtain any inspections required for this project through the City, State of Nevada or other local agencies). Notwithstanding the foregoing, the City covenants to use its diligent efforts to obtain (or assist Developer in obtaining, as applicable) any requisite BLM or other governmental agency approval of the contemplated Park Improvements as soon as possible. The Developer shall secure and pay for the necessary permits including, but not limited to, building permit, dust control permit, sanitation or sewer discharge permit, water permit, plant survey, mitigation fees and all applicable BLM fees and requests for development or other applicable permits, and pay the required license and inspection fees associated therewith, which are necessary for the proper execution and completion of the Park Improvements.

3. NOTIFICATION AND INSPECTIONS: The Developer agrees to notify the Park Development Team Project Manager ("PDTPM"), as so designated from time to time by the Director of the Department of Public Works, in writing not less than seven (7) days in advance of the time when site design, permitting and construction work is anticipated to commence.

4. PDTPM INSPECTIONS: The City shall have the right to enter and access the project site at any time to review field conditions and verify compliance with the project Plans and Specifications. If items are found to be in non-compliance with the project Plans or Specifications, the PDTPM shall notify the Developer in writing of items in need of correction, repair or replacement, and the Developer shall diligently comply therewith; provided, however, that the inspection and approval of any phase of the Work shall not relieve the Developer of its responsibility for the proper construction, installation and maintenance of the Work, materials and equipment, in accordance with the standards that are set forth in Paragraphs 2 and 10 hereof, or abridge the right of the City to require the correction of faulty workmanship or the replacement of defective materials at any time during the course, or subsequent to the

completion, of the Work in accordance with the provisions of subparagraph 1(B), notwithstanding the fact that the construction has proceeded according to Plans and Specifications that have been approved by the City. Notwithstanding the foregoing, should subsurface conditions or any other latent conditions that could not be reasonably foreseen by Developer, including without limitation excess water, clay salts, voids or similar defects, subsequently be discovered, the City may request the Developer, to alter the Plans and Specifications for any further construction or to correct, change or reconstruct the area that is affected by such conditions, or to take both of such actions and the City and Developer hereby agree to use their commercially reasonable efforts to the mutually agree upon the scope of such alterations and an equitable allocation of any additional costs or expenses associated therewith.

5. UTILITIES: To the extent included within the Plans and Specifications, the Developer agrees, at its sole cost and expense, to make any adjustment in the construction and installation of the Park Improvements which is necessary in order to accommodate the location of all existing utilities or, in the alternative and with the approval of the utility company that owns such utilities, to adjust such utilities in order to avoid any conflict between them and the Park Improvements. To the extent the City is not exempt from such requirements, Developer shall install, and pay the costs for, all utility hook-ups required for the final operation of the Park to the extent included within the Plans and Specifications.

6. AS-BUILT DRAWINGS AND SPECIFICATIONS: The Developer shall keep a marked-up, up-to-date set of drawings showing as-built conditions of the Work during the course of construction as an accurate record of the deviations between the Work as shown and the Work as installed. Upon completion of the Work, the Developer shall furnish to City a complete set of as-built drawings, in both Mylar hardcopy format and AutoCAD 2000 electronic format, neatly and accurately revised to reflect the as-built conditions of the Work, and the word "Record" shall be clearly printed on each sheet.

7. SCHEDULE OF VALUES: The Developer shall provide to the City a Schedule of Values allocated to various portions of the Work. The Schedule of Values shall be in a format as reasonably specified by the City. Each line item of the Schedule of Values shall contain no more than reasonable and attributable costs applicable to the line item. All overhead costs shall be proportionately distributed across all line items in the Schedule of Values.

8. MAPS, PLANS AND OTHER DOCUMENTS: The Developer agrees to furnish the City, upon the completion of the Park Improvements and prior to delivery of the park and acceptance by the City of Las Vegas, a paper copy of the following information with respect to the Park Improvements:

Building Permit Card Final Signatures obtained

Special Inspector's Final Report

Certificate of Occupancy or Certificate of Completion

Punch List signed off as completed by City Representative

Documentation of the following utilities confirmed:

Service Accounts established, fees paid, & utility operating for:

Water

Sewer

Power

Phone for irrigation controls

Water "Turn On" application completed

Water "Bill of Sale" completed

Consent of Surety

Affidavit of Release of Debts and Claims

Affidavit of Release of Liens

Operation and maintenance manuals

Product warranties and bonds

Testing reports (as Developer determines are reasonably necessary during construction)

Water Audit Report showing the irrigation system meets the City approved specifications

Material overages, spare parts, maintenance products, repair kits (if reasonably available)

As-Built Drawings on mylar clearly detailing all construction revisions, each sheet sealed and

signed by the responsible professional. Include all survey, topographic and utility

agency/company design drawings for each utility constructed.

Geo-technical Report (if any)

Survey Report (if any)

Proof that grading design of the site yielded a net cut and fill balance of zero.

Plant Study

Project cost breakdown (Schedule of Values)

Construction project progress photographs, taken no less than monthly, labeled and dated

9. PROJECT APPROVAL:

(A) The City shall not approve or accept the Park Improvements as a completed project, notwithstanding any prior approval pursuant to Paragraph 4 above of any phase of the construction, until a final inspection has been made by the PDTPM or his designated representative, and he is satisfied that all of the Work thereon has been performed in a satisfactory manner. The City hereby reserves the right to require the correction by the Developer of any portion of the Park Improvements that does not comply with the Plans and Specifications. This subparagraph applies to any acceptance of the Park Improvements both before and after the warranty period set forth in subparagraph 1(B) herein.

(B) It is expressly understood and agreed by the Developer that final inspection and approval by the City of the Park Improvements do not relieve the Developer of its responsibility for latent defects in the Work in accordance with the provisions of subparagraph 1(B).

10. STANDARDS OF DESIGN, CONSTRUCTION AND INSTALLATION:

A. The Developer agrees that the construction and installation of the Park Improvements shall be in accordance with (i) those certain design specifications and standards provided by the City to the Developer on that certain CD entitled "Park Design and Construction Standards" on April 15, 2003, and (ii) all other applicable ordinances and regulations of the City, including without limitation the current Park Design and Construction standards, Uniform Standard Drawings for Public Works Construction, Clark County Area, and the Uniform Standard Specifications for Public Works Construction, Clark County Area, that are in effect on the date of the execution of this Agreement (collectively, the "Specifications").

B. The Iron Mountain Ranch Residential Planned Development Master Plan approved on October 12, 1998 provides that approximately 10 acres of "Neighborhood Parks" may be constructed as part of the overall open space that must be created within the Iron Mountain Ranch Master Plan area. Developer has acquired 488 acres of the 534-acre area constituting the Master Plan area, and has

therefore agreed to construct a proportional amount of the Neighborhood Parks in its area of development, for a total of approximately 9.62 acres of such Neighborhood Parks. Pursuant to this Agreement, and a separate agreement of even date herewith entitled Iron Mountain Ranch Park Development Agreement #1 – Whispering Sands/Bradley Site between Developer and City in relation to a separate 4.03 acre park at Whispering Sands Avenue and Bradley (“Park Agreement #1), Developer shall construct two parks to satisfy such portion of the open space requirement of the Master Plan, which two parks collectively shall satisfy all of Developer’s remaining obligations to the City with respect to any open space requirements within the Iron Mountain Ranch Master Plan area..

11. DATE OF COMPLETION: The Developer shall prepare and submit for approval by the City (not to be unreasonably delayed or withheld) of a tentative schedule for the (i) design and permitting phase and (ii) construction of the Park Improvements, after the date of all requisite approvals of the Park Improvements and/or the plans and specifications required in paragraph 2 hereof. The City shall be deemed to have approved of the Developer’s proposed schedule in the event it does not, within ten (10) days of Developer’s submittal thereof, deliver written notice to Developer of any objections it may have to the same together with an explanation of the reasonable basis for any such objection. Thereafter the Developer shall use its commercially reasonable efforts to complete its Work hereunder in accordance with the approved schedule, subject to force majeure delays. Staff shall reasonably approve any requested adjustments to the project schedule if documentation is provided that demonstrates justifiable non-compliance with stated milestones. Final acceptance of the park will be via letter after all provisions of the agreement have been met and final documentation for the park has been received by the City of Las Vegas.

12. DEFAULT: In the event the Developer fails to perform any provision of this Agreement including without limitation failure to complete the Park Improvements, warrant the same for the one-year period thereafter, and the clean-up of the Worksite, within the periods prescribed herein, the City may notify Developer in writing of such failure and Developer shall have thirty (30) days from the date of said notice to cure such failure; provided, however, if any such default cannot reasonably be cured within such thirty (30) day period, then such period shall be extended for so long as Developer shall be diligently and in good faith pursuing such cure. If, and only if, Developer fails to complete the requisite cure within such period, then the City may, at its option, proceed to perform the Agreement, complete the Park Improvements and/or the warranty period and/or remove all rubbish, trash, debris, surplus material and

equipment from the Worksite, all at the expense of the Developer, withhold further building permits in the development area, or pursue its remedies under the performance security that is provided for in Paragraph 13 hereof, or take all of such actions.

13. PERFORMANCE SECURITY:

(A) In order to secure the faithful performance of all of the terms, conditions and covenants of this Agreement, the Developer agrees to execute and deliver to the City a performance bond which is issued by a surety company that is authorized to transact business within the State of Nevada and is in a form that is approved by the City Attorney (the form provided as Exhibit B hereto). Said performance bond shall name the City as the obligee thereof, shall be in a penal sum that is agreed to by the City as being the estimated [full cost of the Park Improvements (\$1,400,000.00)], shall be conditioned that the Developer shall complete the Park Improvements and the clean-up of the Worksite as provided herein or, in the event of a default of the Developer (subject to Developer's right to cure the same as provided in Paragraph 12 above), that the proceeds of said bond may, at the option of the City, be used for the performance of the Agreement, payment of the completion of the Park Improvements, the warranty obligation and the clean-up of the Worksite upon the City's exercise of its option to complete the same and shall provide that any application to the surety for the release thereof shall not be granted unless such application is accompanied by a written statement by the City Project Manager to the effect that all of the work that is required of the Developer hereunder has been completed in a satisfactory manner, is in full accordance with the terms hereof and has been accepted by the City.

(B) The bond must be issued by a surety listed in Circular 570 (current edition) issued by the Department of Treasury, Fiscal Services) as a company holding a certificate of authority as an acceptable surety or reinsuring company of federal projects.

(C) The Surety must be licensed to do business in the State of Nevada. Bonds issued by individuals as surety are not acceptable to the City. Any bond prepared by a licensed non-resident agent must be countersigned by a resident agent as required by the provisions of NRS 680A.500. The Developer shall require the agent who executes the bond on behalf of the Surety to attach to the bond a

correct copy of the power of attorney authorizing the agent to execute the bond. The bond may not be canceled by the surety prior to release by the City.

14. **INSURANCE REQUIREMENTS:** The Developer shall purchase and continuously maintain in full force and effect for the term of this Agreement, including the one-year warranty period, the insurance coverages specified in this Paragraph 14. The insurance required hereunder shall not be interpreted to relieve the Developer of any obligations under the Agreement. The Developer shall remain fully liable for all deductibles and amounts in excess of the coverage actually realized. Developer shall provide the City copies of the Certificates of insurance demonstrating such coverages prior to beginning the Work.

A. **Commercial General Liability Insurance.** The Developer shall provide Commercial General Liability Insurance (broad form coverage) insuring against claims for bodily injury, property damage, personal injury and advertising injury, written on an occurrence basis as indicated below, that shall be no less comprehensive and no more restrictive than the coverage provided by Insurance Services Office (ISO) By its terms or appropriate endorsements such insurance shall include the following coverages, to wit: Bodily Injury, Property Damage, Fire Legal Liability (not less than the replacement value of the portion of the premises occupied), Personal Injury, Blanket Contractual, Independent Contractors, Premises Operations, Products and Completed Operations (for a minimum of one (1) year following Final Completion of the Work), and shall include coverage for the perils of explosion (x), collapse (c) and underground (u) exposures.

\$ 1,000,000 per occurrence

\$ 1,000,000 aggregate

Effective for 1 year after Final Completion

City named as additional insured

B. **Automobile Liability Insurance.** The Developer shall provide Comprehensive Automobile Liability Insurance, with the specific limits and provisions indented above, insuring against claims for bodily injury and property damage and covering the ownership, maintenance or use of all owned/leased, non-owned and hired vehicles used in the performance of the Work, both on

and off the Project Site, including loading and unloading. The coverage shall be primary and non-contributory and shall be provided on Insurance Services Office

15. NOTICE TO PROCEED: After any of the requisite bonds and insurance certificates have been provided as required by the Agreement, the City will issue the Notice to Proceed authorizing the Developer to proceed with the Work as of the date set forth therein. The Developer shall not proceed with any portion of the Work prior to the date set forth therein. No work shall take place until the BLM lease is in place for this site.

16. DELIVERY: Upon the Developer's delivery to the City of the performance security that is required in Paragraph 13 above, and the acceptance thereof by the City, the City shall issue any requisite building and/or other permits for the development of the Park Improvements if all other requirements therefor have been met.

17. PERFORMANCE OF ADDITIONAL AGREEMENTS: The Developer further agrees that, in addition to its performance of all of the terms, conditions and covenants on its part to be performed under this Agreement, it will faithfully comply with all conditions that may have been imposed by the Planning Commission or the City Council, or both, in order to obtain approval for its development of its property within the Master Plan area.

18. RESPONSIBILITY FOR THE WORKSITE: The Developer is responsible at all times for securing the Work and the Project Site regardless of whether or not the City has required any insurance coverages (such as Builder Risk Insurance) which would have protected the interest of the Developer. The Developer shall conduct its operations under this Agreement in a commercially reasonable manner as to avoid the risk of damage, injury, loss or theft by any means (including acts of God, vandalism or sabotage) to the Work or to the property of the Developer, the City or any other person. The Developer shall promptly take such reasonable precautions, which are necessary and adequate against any and all conditions involving such risk of damage, injury, loss or theft. The Developer shall continuously inspect the Work (including the materials and equipment used in connection therewith) to discover and determine if any such conditions exists and shall be solely responsible for correcting such conditions.

The Developer shall cooperate with the City on all security matters and shall promptly comply with any reasonable security requirements established by the City. Such compliance with these security requirements shall not relieve the Developer of its responsibility for maintaining proper security for the above-noted items, nor shall it be construed as limiting in any manner the Developer's obligation to undertake such reasonable action as may be required to establish and maintain secure conditions at the Project Site. The Developer shall prepare and maintain accurate reports of incidents of loss, theft or vandalism and shall furnish these reports to the City in a timely manner upon request (but no more than once per calendar month).

19. INDEMNIFICATION:

(A) The Developer hereby agrees to protect, indemnify and hold the City, its officers, agents and employees, harmless from and against any and all claims, liens, 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, to the extent arising out of or in consequence of any negligence or willful misconduct of the Developer or its contractor, subcontractors, agents or anyone who is directly or indirectly employed by, or is acting in concert with, the Developer, its contractor, subcontractors or agents in the construction or installation of the Park Improvements or the performance of this Agreement.

(B) In furtherance of its obligations under subparagraph A above, the Developer expressly agrees, at its sole cost and expense, to defend the City, its officers, employees and agents, in any claim, suit or action that may be asserted, or brought against it or them, or any of them, by reason of any such act or omission, against which the Developer has agreed to indemnify the City, its officers, employees and agents pursuant to subparagraph A above. If the Developer 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 reasonable attorneys' fees and court costs, to the Developer, and the City may recover such costs, or such portion thereof as may be available, from the performance security that it holds pursuant to Paragraph 13 above, if such security has not theretofore been exhausted or released.

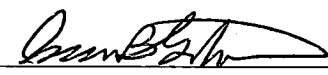
20. EFFECT ON OPEN SPACE REQUIREMENTS: On condition that Developer constructs the Park Improvements and conveys such Park Improvements to the City all pursuant to the terms of this Agreement, 5.59 acres of the open space requirement of the Master Plan for the construction of open space park in the development area shall be satisfied. The construction and conveyance to the City of Park Improvements hereunder together with the similar park improvements to be so constructed and conveyed by Developer pursuant to the Park Agreement #1 shall collectively satisfy all of the Developer's remaining obligations to the City with respect to any open space requirements within the Iron Mountain Ranch Master Plan area.

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

ATTEST:

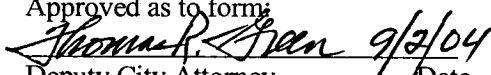

Barbara Jo Ronemus, City Clerk

CITY OF LAS VEGAS


OSCAR B. GOODMAN, Mayor

The "City"

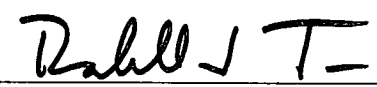
Approved as to form:


Deputy City Attorney

9/2/04
Date

KB HOME Nevada Inc.

By


RANDALL J. TARR,

The "Developer"

EXHIBIT A

North

Future Park
(proposed)

Developer
Built
Park

APN: 125-123-01-002
40 Acres

Bradley Road

Horse Drive

Racel Street

EXHIBIT B

KB HOME NEVADA INC.

Prepared by: Tony Lowrey / (cs)
Date: 8/18/2004

COMMUNITY Iron Mountain Bradley & Horse Utility & Street Improvements

ACRES	1.5	Quantity	UOM	Price	TOTAL
Grading					
	Clear & Grub	0.75	AC	\$ 600.00	\$ 450.00
	Ripping		DAYS	\$ 4,000.00	\$ -
	Excavation = native less section (4"AC/12)	940	CY	\$ 1.75	\$ 1,645.00
	Finish Pads		LT	\$ 112.00	\$ -
	Rip Back of Curblin		LF	\$ 0.95	\$ -
	Overexcavation = 2.0' below subgrade	1,250	CY	\$ 3.00	\$ 3,750.00
	Export		CY	\$ 5.00	\$ -
	Rock excavation		LS	\$	\$ -
	Onsite hauloff		LOT	\$ 500.00	\$ -
	Offsite spoils hauloff		LOT	\$ 300.00	\$ -
					\$ 5,845.00 Total

Wet Util					
	Sewer (None)				
	Water (None)				
	Storm Drain				
	18" RCP	25	LF	\$ 52.00	\$ 1,300.00
	Mechanical Compaction		LF	\$ 4.00	\$ -
	Manholes		EA	\$ 2,500.00	\$ -
	3' Drop Inlet Neehah	1	EA	\$ 2,500.00	\$ 2,500.00
	6' Drop Inlet (Type 'C')		EA	\$ 5,000.00	\$ -
					\$ 3,800.00 Total

Dry Util					
	Power		LT	\$ 1,400.00	\$ -
	Telephone		LT	\$ 500.00	\$ -
	Pre-Trench Mainline	-	LF	\$ 2.50	\$ -
	Pre-trench/sleeve Laterals		LT	\$ 385.00	\$ -
	Mechanical Compaction		LF	\$ 4.00	\$ -
	Street Lights 400w Signal Pole	1	EA	\$ 17,000.00	\$ 17,000.00
	Street Lights 100w	3	EA	\$ 3,800.00	\$ 11,400.00
	Street Light Service	1	EA	\$ 4,000.00	\$ 4,000.00

Street Light Pullboxes	EA	\$	150.00	\$	-
Traffic Signal	LS	\$	17,000.00	\$	-
A/C R&R	LS	\$	3,200.00	\$	-
Landscape Service	1 EA	\$	3,500.00	\$	3,500.00
					<u>\$ 35,900.00 Total</u>

Concrete

Subgrade Prep	SF	\$	0.35	\$	-
Curb & Gutter (L)	950 LF	\$	6.50	\$	6,175.00
Curb & Gutter (Roll)	LF	\$	7.60	\$	-
Wedge Curb	LF	\$	7.60	\$	-
Valley Gutter	588 SF	\$	6.25	\$	3,675.00
5' Sidewalk & Drive Appr	2,100 SF	\$	3.05	\$	6,405.00
Detectable Tile for handicap ramps	3 EA	\$	400.00	\$	1,200.00
					<u>\$ 17,455.00 Total</u>

Signage

Street Name Signs	1 EA	\$	400.00	\$	400.00
Stop Signs	1 EA	\$	250.00	\$	250.00
Misc. Signs	5 EA	\$	350.00	\$	1,750.00
Striping	1 LS	\$	2,500.00	\$	2,500.00
					<u>\$ 4,900.00 Total</u>

Bond R

1 LS \$ 11,000.00 \$ 11,000.00 Total

Maintenance

Maintenance & Cleanup 1.00 LS \$ 4,000.00 \$ 4,000.00 Total

Other

Dust Control	LT	\$	400.00	\$	-
Stormwater Pollution Prevention	1.00 LS	\$	4,000.00	\$	4,000.00
Construction Water	1.00 LS	\$	1,500.00	\$	1,500.00
					<u>\$ 5,500.00 Total</u>

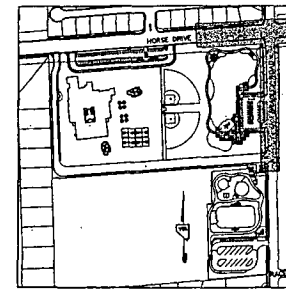
Engine

Civil Engineer and Landscape Architect \$ 10,000.00 Total

TOTAL COST

\$ 98,400.00 Total

EXHIBIT C



SITE MAP

GRAPHIC SCALE

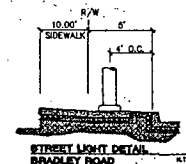


DISCLAIMER NOTE

UTILITY LOCATIONS SHOWN HEREIN ARE APPROXIMATE ONLY. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE EXACT HORIZONTAL AND VERTICAL LOCATION OF ALL EXISTING UNDERGROUND AND OVERHEAD UTILITIES PRIOR TO COMMENCING CONSTRUCTION. NO REPRESENTATION IS MADE THAT ALL EXISTING UTILITIES ARE SHOWN HEREIN. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR UTILITIES NOT SHOWN OR UTILITIES NOT SHOWN IN THEIR PROPER LOCATION.

ESTIMATE OF QUANTITIES LEGEND

ITEM	QUANTITY
1. 1" FIRE HYDRANT ASSEMBLY INCLUDING 12" TEE, 8" DV (PER LOCALS PLATE NO. 7)	1 EA
2. 4" x 12" 45° ELBOW (PER LOCALS PLATE NO. 3)	0 EA
3. 4" x 12" 90° ELBOW (PER LOCALS PLATE NO. 3)	0 EA
4. 12" x 12" 45° ELBOW (PER LOCALS PLATE NO. 3)	2 EA
5. 3" x 12" 45° TEE (PER LOCALS PLATE NO. 3 & 4)	1 EA
6. 8" x 12" 45° TEE (PER LOCALS PLATE NO. 3 & 4)	1 EA
7. 4" x 12" 90° ELBOW (PER LOCALS PLATE NO. 3 & 4)	0 EA
8. 4" x 12" CROSS (PER LOCALS PLATE NO. 4)	0 EA
9. 4" x 8" CP & 8" S.D. ASSEMBLY (PER LOCALS PLATE NO. 4)	3 EA
10. 30" x 12" 45° TAPPING TEE W/ 4" TAPPING VALVE	3 EA
11. 12" METAL W/ (12) 12" SPALL (PER LOCALS PLATE NO. 4 & 10)	0 EA
12. 8" PVC WATER MAIN/PUBLIC	0 LF
13. 6" PVC WATER MAIN/PUBLIC	180 LF
14. 4" W/ WATER MAIN/PUBLIC	0 LF
15. 12" PVC WATER MAIN/PUBLIC	528 LF
PARK SITE FRONTAGE	1943.58 LF
SEWER	
16. 8" STANDARD MANHOLE PUBLIC	1 EA
17. 8" SENDER LATERAL/PRIVATE	0 LF
18. 8" SENDER SENDER (PRIVATE)	0 EA
19. 8" SENDER MANHOLE/PRIVATE	0 EA
20. 8" SENDER MANHOLE/PRIVATE	36.83 LF
SEWER CONTRIBUTION (BASED ON 0.15 LPS)	
AVERAGE DAILY FLOW =	0.00000 MGD
PEAK FLOW (P3-3.5) =	0.00000 MGD
POINT OF CONNECTION	1 EA
STREET LIGHTING	
21. STREET LIGHT (400 W. HPS)	1 EA
22. STREET LIGHT (150 W. HPS)	0 EA
23. STREET LIGHT (100 W. HPS)	3 EA



STREET LIGHT DETAIL
BRADLEY ROAD

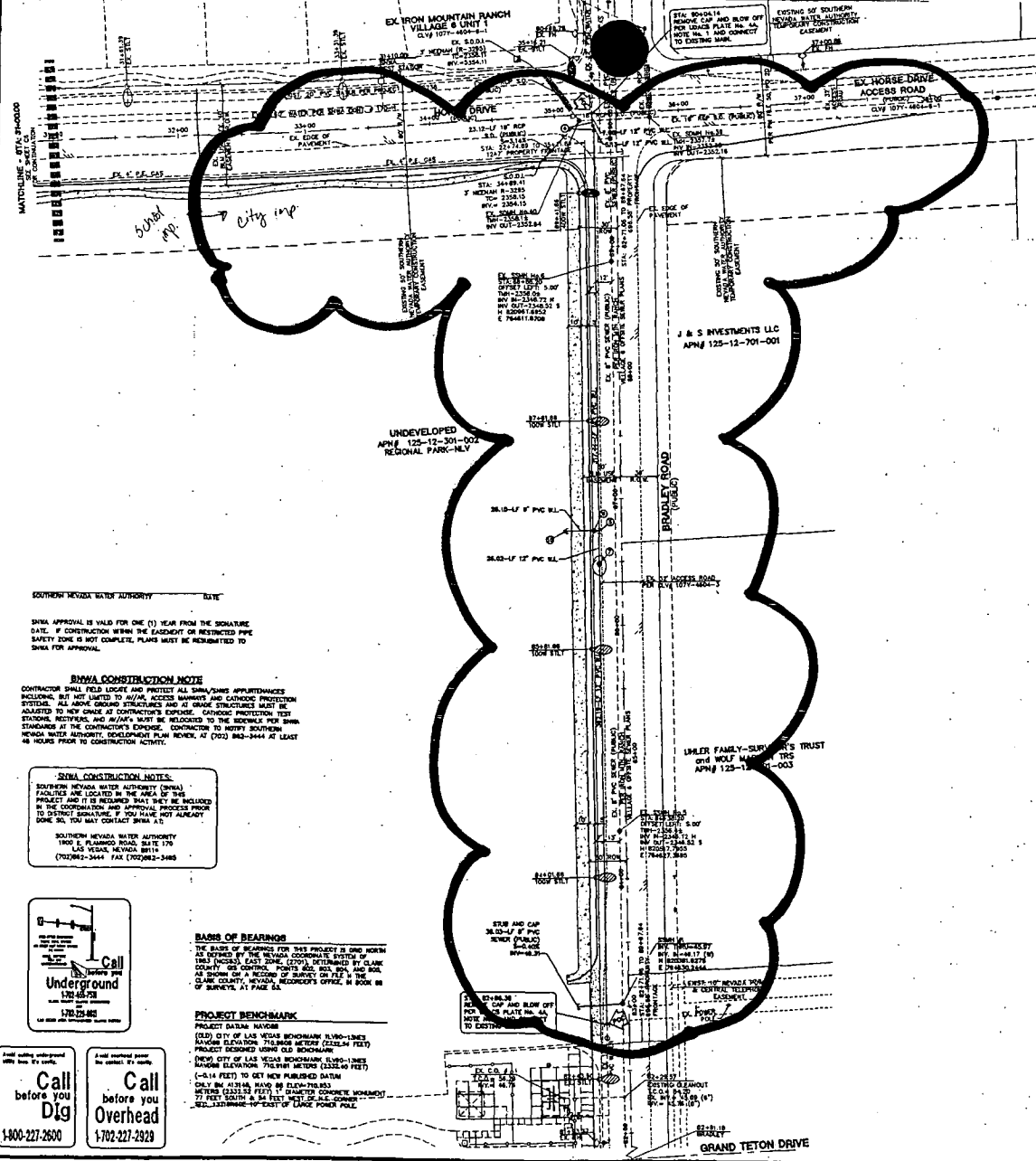
LAS VEGAS FIRE DEPARTMENT

FIRE FLOW REQUIREMENT IS 1,500 GALLONS/MIN. AT 150 PSI. REMOVAL BASED ON:
 SQUARE FOOTAGE
 LARGEST AREA BETWEEN SEPARATION WALLS
 TYPE OF CONSTRUCTION
 CONFINEMENT
 SPRINKLER SYSTEM NONE
 COORINATED
 ROOF CONSTRUCTION
 REVISION BY:
 DATE:
 PHONE: 702-227-2929
 PER CITY ORD. 3677

APPROVAL:

LAS VEGAS WATER DISTRICT
 DATE
 CITY OF LAS VEGAS FIRE MARSHAL
 DATE
 NEVADA POWER COMPANY
 DATE
 NEVADA POWER COMPANY APPROVAL IS ONLY FOR THE PLACEMENT AND CLEARANCE OF STREET LIGHT AND SIGNAL LIGHT INSTALLATION, AND CLEARANCE OF STREET LIGHT AND SIGNAL LIGHT INSTALLATION.

CITY OF LAS VEGAS		277 SOUTH RAMPART BOULEVARD LAS VEGAS, NEVADA 89144-3448 PH: (702) 873-7550 FAX: (702) 887-2887	
KB HOMES		277 SOUTH RAMPART BOULEVARD LAS VEGAS, NEVADA 89144-3448 PH: (702) 873-7550 FAX: (702) 887-2887	
MASTER UTILITY PLAN		IRON MOUNTAIN RANCH BRADLEY/HORSE PARK BRADLEY/HORSE OFFSITES	
DESIGNED BY:	1/2" = 1'	CHECKED BY:	1/4" = 1'
DATE:	3/2/04	PROJECT NO.:	100-1
SCALE: 1" = 1'		SHEET: 1 OF 14 SHEETS	
DRAWING NO.:		DRAWING NO.:	



SOUTHERN NEVADA WATER AUTHORITY DATE:

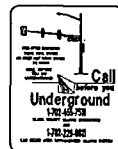
DRAWING APPROVAL IS VALID FOR ONE (1) YEAR FROM THE SIGNATURE DATE. IF CONSTRUCTION WITHIN THE EASEMENT OR RESTRICTED PIPE SAFETY ZONE IS NOT COMPLETE, PLANS MUST BE RESUBMITTED TO SNA FOR APPROVAL.

IRRAW CONSTRUCTION NOTE

CONTRACTOR SHALL FIELD LOCATE AND PROTECT ALL SHOWN APPURTENANCES INCLUDING, BUT NOT LIMITED TO, A/V, ACCESS, MANHOLE, AND CONDUIT PROTECTION SYSTEMS. ALL ABOVE GROUND STRUCTURES AND ALL GROUND STRUCTURES MUST BE ADJUSTED TO NEW GRADE AT CONTRACTOR'S EXPENSE. CONDUIT PROTECTION TEST STANDARDS, RECTIFIERS, AND A/V'S MUST BE RELOCATED TO THE SIDEWALK PER SNA STANDARDS AT THE CONTRACTOR'S EXPENSE. CONTRACTOR TO NOTIFY SOUTHERN NEVADA WATER AUTHORITY, DEVELOPMENT PLAN REVIEW, AT (702) 883-3444 AT LEAST 48 HOURS PRIOR TO CONSTRUCTION ACTIVITY.

IRRAW CONSTRUCTION NOTES

SOUTHERN NEVADA WATER AUTHORITY (SNA) FACILITIES ARE LOCATED IN THE AREA OF THIS PROJECT AND IT IS REQUIRED THAT THEY BE INCLUDED IN THE CONSTRUCTION AND APPROVAL PROCESS PRIOR TO CONSTRUCTION. IF YOU HAVE NOT HAD ANY SNA SO YOU MAY CONTACT SNA AT:
 SOUTHERN NEVADA WATER AUTHORITY
 1700 S. FLAMINGO ROAD, SUITE 170
 LAS VEGAS, NEVADA 89119
 (702) 883-3444 FAX: (702) 883-3445



Call before you Dig
 1-800-227-2600
 Call before you Overhead
 1-702-227-2929

BASE OF BEARINGS

THE BASE OF BEARINGS FOR THIS PROJECT IS SNA NORTH AS DETERMINED BY THE NEVADA COORDINATE SYSTEM OF 1983 (NAD83) (EAST ZONE (270)). DETERMINED BY CLARK COUNTY GIS CONTROL POINTS 800, 801, 802, AND 803 AS SHOWN ON A RECORD OF SURVEY OR FILED IN THE CLARK COUNTY, NEVADA, RECORDS OFFICE, IN BOOK 80 OF SURVEYS, PAGE 1.

PROJECT BENCHMARK

PROJECT DATUM: NAVD83
 (1) CITY OF LAS VEGAS BENCHMARK 1140-1145
 BENCHMARK ELEVATION: 716.885 METERS (2352.40 FEET)
 PROJECT BENCHMARK: SNA OLD BENCHMARK
 (2) CITY OF LAS VEGAS BENCHMARK 1140-1145
 BENCHMARK ELEVATION: 716.885 METERS (2352.40 FEET)
 (3) CITY OF LAS VEGAS BENCHMARK 1140-1145
 BENCHMARK ELEVATION: 716.885 METERS (2352.40 FEET)
 ONLY IN 1140-1145, BENCHMARK 1140-1145
 METERS (2352.40 FEET). 1" DIAMETER CONCRETE MONUMENT
 77 FEET SOUTH & 34 FEET WEST OF SNA CORNER
 1140-1145, BENCHMARK 1140-1145, BENCHMARK 1140-1145

CERTIFICATE DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

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

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

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

2. Policy

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

3. Instructions

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

4. Incorporation

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

Block 1	Contracting Entity
Name	KB HOME NEVADA INC.
Address	750 PILOT RD., SUITE F LAS VEGAS, NV 89119
Telephone	(702) 614-2500
EIN or DUNS	

Block 2	Description
Subject Matter of Contract/Agreement:	REVISED IRON MOUNTAIN RANCH PARK DEVELOPMENT AGREEMENT #2 HORSE / BRADLEY SITE
RFP #	

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

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

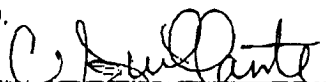
Block 4	Disclosure of Ownership and Principals		
In the space below, the Contracting Entity must disclose all principals (including partners) of the Contracting Entity, as well as persons or entities holding more than one-percent (1%) ownership interest in the Contracting Entity.			
	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	KB HOME NEVADA INC.	750 PILOT ROAD, SUITE F LAS VEGAS, NV 89119	(702) 614-2500
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.

Subscribed and sworn to before me this 29th day of
September, 2000.

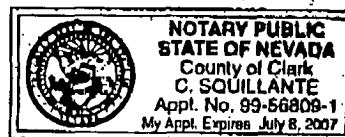


 Notary Public



 Name
9-29-04

 Date



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 6, 2004

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

Discussion and possible action on the installation of Speed Humps on Spencer Street between St. Louis Avenue and Oakey Boulevard (\$7,800 - Neighborhood Traffic Management Program) - Ward 3 (Reese)

Fiscal Impact:

☐ No Impact	Amount:	\$7,800.00
☒ Budget Funds Available	Dept./Division:	Public Works/Traffic Eng.
☐ Augmentation Required	Funding Source:	Neighborhood Traffic Management Program

PURPOSE/BACKGROUND:

Councilman Reese has requested the installation of speed humps on Spencer Street between St. Louis Avenue and Oakey Boulevard. Studies conducted on this roadway showed that the 85th percentile speed was 38 mph and the volume of traffic was 471 vehicles per day. Spencer Street accumulated 21 points; a total of 40 points is necessary to meet the speed hump criteria. Spencer Street is not an emergency response route.

RECOMMENDATION:

Staff: Denial

BACKUP DOCUMENTATION:

Map

MOTION:

REESE - APPROVED contingent upon consideration and adoption of a new forthcoming ordinance classifying speed humps as something other than traffic control devices before installation can occur - UNANIMOUS

MINUTES:

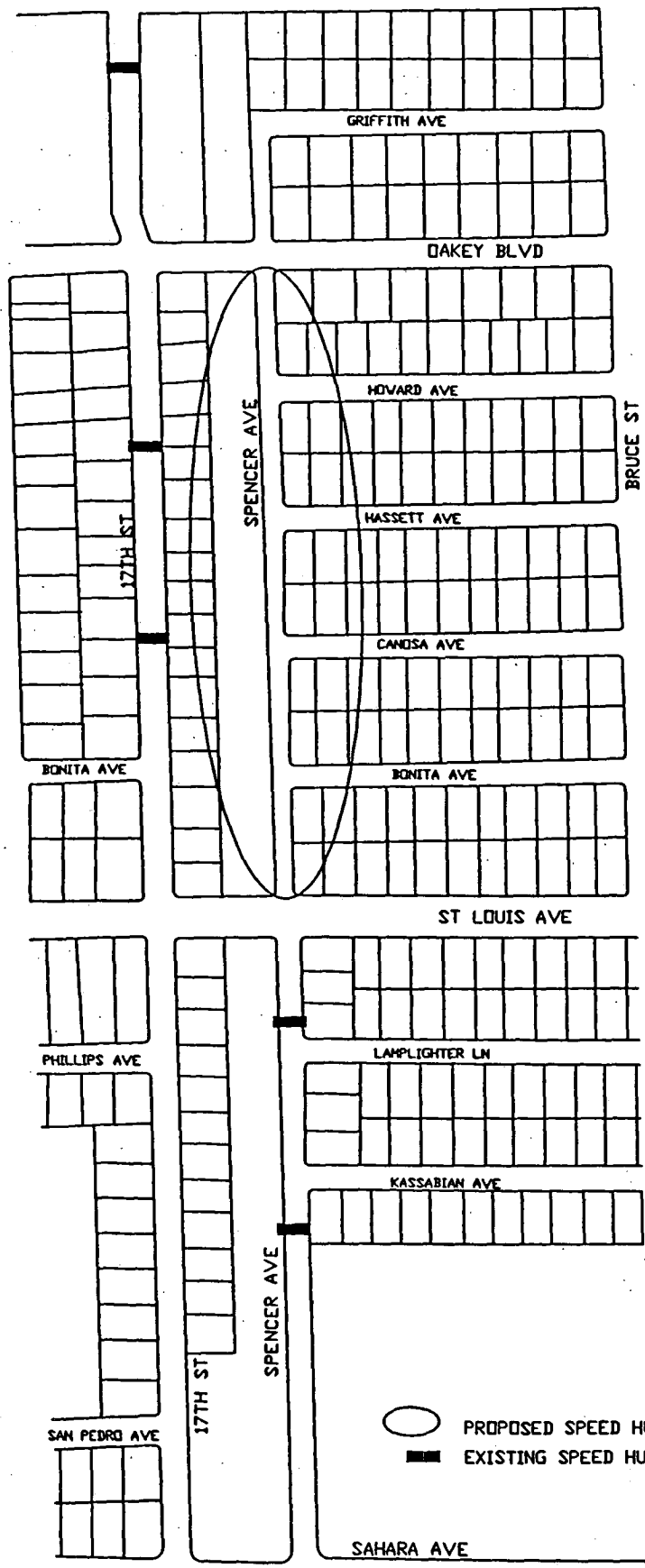
RICHARD GOECKE, Director, Public Works, commented that this matter was held for two weeks.

COUNCILMAN REESE noted that during his nine-year tenure there have been various cases in which the installation of speed humps have been approved without meeting warrants, for the safety of the residents. After discussion with CITY ATTORNEY JERBIC, he was informed that other municipalities have chosen to classify speed humps as something other than a traffic control device, under the Uniform Traffic Manual. The City Attorney's office is drafting a new ordinance to do the same and effectively remove speed humps from being considered as a traffic control device. COUNCILMAN REESE then made the motion for approval, on the condition that the installation will occur only after the new ordinance has been considered and adopted by this Council.

COUNCILMAN MACK expressed his support of this matter. Recently the Traffic Commission considered and denied a similar request in Sierra Oeste. Although he was informed that a temporary speed hump could be installed, it is not a long-term solution.

(10:19 - 10:21)

1-2713



○ PROPOSED SPEED HUMP AREA
■ EXISTING SPEED HUMPS

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 6, 2004

DEPARTMENT: CITY ATTORNEY**DIRECTOR: BRADFORD R. JERBIC**☐ **CONSENT** ☒ **DISCUSSION****SUBJECT:****RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT THIS MEETING:**

Bill No. 2004-62 - Makes adjustments to the types of zoning approval necessary for various land uses.
Proposed by: Robert S. Genzer, Director of Planning and Development

Fiscal Impact:

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

PURPOSE/BACKGROUND:

Planning staff and the Planning Commission have determined that a number of uses currently requiring a special use permit in specified zoning districts would more properly be allowable as conditional uses or as a matter of right. This bill will make the necessary adjustments to the provisions of the Zoning Code, which will reduce the number of special use permit applications required to be processed.

RECOMMENDATION:

ADOPTION at 10/6/2004 City Council meeting pursuant to the 9/14/2004 Recommending Committee.

First Reading – 9/1/2004; First Publication – 9/25/2004

BACKUP DOCUMENTATION:

Bill No. 2004-62

MOTION:

MONCRIEF - Second Reading and BILL ADOPTED as recommended as Ordinance No. 5728 - **UNANIMOUS** with **MACK** abstaining to avoid any conflict because his brother, Steven Mack, is a secondhand dealer and one of the businesses being proposed for amendment by this bill is a secondhand dealer

Clerk to proceed with second publication

MINUTES:

There was no discussion.

(10:21)

1-2812

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 6, 2004

DEPARTMENT: CITY ATTORNEY**DIRECTOR: BRADFORD R. JERBIC**☐ **CONSENT** ☒ **DISCUSSION****SUBJECT:****RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT THIS MEETING:**

Bill No. 2004-63 - Provides that Planning Commission action on most special use permits is final, unless appealed or requested for review by a member of the City Council, and modifies certain provisions regarding related hearings and appeals so as to conform to State law. Proposed by: Robert S. Genzer, Director of Planning and Development

Fiscal Impact:

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

PURPOSE/BACKGROUND:

Special use permit applications currently require final action by the City Council. This bill is intended to reduce the special use permit "caseload" of the Council by providing that Planning Commission action on most applications is final action. Planning Commission decisions will continue to be appealable to the Council, and members of the Council may request review of Planning Commission decisions. The bill will also incorporate State law requirements concerning zoning-related hearings and appeals.

RECOMMENDATION:

ADOPTION at 10/6/2004 City Council meeting pursuant to the 9/14/2004 Recommending Committee.

First Reading – 9/1/2004; First Publication – 9/25/2004

BACKUP DOCUMENTATION:

Bill No. 2004-63

MOTION:

MONCRIEF - DENIED - UNANIMOUS

MINUTES:

JUNE INGRAM requested the special use permit process remain the same, with the permits going before the Planning Commission and then the City Council.

MAYOR GOODMAN noted that COUNCILMAN REESE would like to review all special use permit applications in Ward 1. This ordinance would primarily pertain to billboard signs, unless a particular Councilmember wanted to hear a certain matter relating to a special use permit. Of course, any citizen could contact his/her Council representative to pull a matter forward to the Council meeting from the Planning Commission meeting.

ROBERT GENZER, Director, Planning and Development, explained that this ordinance would apply to all special use permits. This was an issue that was discussed at the Joint Planning Commission/City Council meeting, because staff has found that the Council does not really need to consider every special use permit, especially those that have no opposition. Also, the Planning Commission would consider and take final action on any special use permit that carries no opposition and is not related to any other

CITY COUNCIL MEETING OF: OCTOBER 6, 2004**MINUTES - Continued:**

zoning matter. These changes would shorten the Council's agendas and still allow any member of the public to make an appeal.

COUNCILMAN MACK agreed with MR. GENZER, stating that many matters are routine with no opposition. He has confidence in staff and the Planning Commission to do a thorough job. Any items about which the Council has concerns could be brought forward. MAYOR GOODMAN insisted that he is disturbed by the proposed changes and is against giving up any jurisdiction. He strongly felt that the citizenry has a right to be heard and that the Council should have ultimate discretion. He expressed opposition to this ordinance, noting that he is not sure it would save much time.

COUNCILMAN WEEKLY indicated his concern over special use permit matters that might fall through the cracks, especially because his ward is older. That afternoon alone he had a case where staff recommended approval, yet he is not in agreement with that recommendation. He closely monitors his ward, whereas Planning does not have the staff to visit the neighborhoods. He preferred to review all special use permits and make decisions for his ward.

(10:21 - 10:28)

1-2838

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 6, 2004

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC

☐ CONSENT ☒ DISCUSSION

SUBJECT:

RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT THIS MEETING:

Bill No. 2004-64 - Modifies the standards for granting a variance application and modifies certain provisions regarding variance hearings and appeals so as to conform to State law. Proposed by: Robert S. Genzer, Director of Planning and Development

Fiscal Impact:

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

PURPOSE/BACKGROUND:

This bill will modify the standards for granting a variance application, and modify certain provisions regarding variance hearings and appeals so as to conform to State law.

RECOMMENDATION:

ADOPTION at 10/6/2004 City Council meeting pursuant to the 9/14/2004 Recommending Committee.

First Reading – 9/1/2004; First Publication – 9/25/2004

BACKUP DOCUMENTATION:

Bill No. 2004-64

MOTION:

MONCRIEF - Second Reading and BILL ADOPTED as recommended as Ordinance No. 5729 - UNANIMOUS

Clerk to proceed with second publication

MINUTES:

There was no discussion.

(10:28 - 10:29)

1-3204

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 6, 2004

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC

☐ **CONSENT** ☒ **DISCUSSION**

SUBJECT:

RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT A LATER MEETING:

Bill No. 2004-65 - Amends the Supplemental Document to the NFPA 1, Uniform Fire Code, 2003 Edition, regarding the approval of traffic management or calming devices. Proposed by: David L. Washington, Chief, Department of Fire and Rescue

Fiscal Impact:

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

PURPOSE/BACKGROUND:

The version of the NFPA 1, Uniform Fire Code, 2003 Edition, that recently was adopted by the City contains language that can be read to imply that the sole authority to approve certain traffic management devices (such as speed humps) rests with the Department of Fire and Rescue. This bill will establish the Fire Code requirements pertaining to these devices and clarify that Fire Code requirements are not the only requirements pertaining to these devices.

RECOMMENDATION:

ADOPTION at 10/20/2004 City Council meeting pursuant to 10/5/2004 Recommending Committee.

First Reading – 9/15/2004; First Publication – 10/8/2004

BACKUP DOCUMENTATION:

None

MOTION:

None required.

MINUTES:

Recommendation noted.

10/20/2004 Council Agenda

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 6, 2004

DEPARTMENT: CITY ATTORNEY**DIRECTOR: BRADFORD R. JERBIC**☐ **CONSENT** ☒ **DISCUSSION****SUBJECT:****RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT A LATER MEETING:**

Bill No. 2004-67 - Adjusts the ward boundaries of the City. Proposed by: Bradford R. Jerbic, City Attorney (NOTE: This item will not be heard before 4:00 p.m.)

Fiscal Impact:

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

PURPOSE/BACKGROUND:

The City Charter authorizes the City Council to adjust Council ward boundaries from time to time in order to address significant population imbalance among Council wards. This bill will adjust the ward boundaries in accordance with a redistricting proposal designed to restore population balance among Council wards.

RECOMMENDATION:

ADOPTION at 10/20/2004 City Council meeting as recommending.

First Reading – 9/15/2004; First Publication – 10/8/2004

BACKUP DOCUMENTATION:

None

MOTION:

None required.

MINUTES:

Recommendation noted.

10/20/2004 Council Agenda

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 6, 2004

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC

☐ **CONSENT** ☒ **DISCUSSION**

SUBJECT:

NEW BILL:

Bill No. 2004-68 - Annexation No. ANX-4777 – Property location: At and near the southeast corner of Iron Mountain Road and Maverick Street; Petitioned by: Quarterhorse Falls Estates, LLC; Acreage: 15.79 acres; Zoned: R-E (County zoning), R-E (City equivalent). Sponsored by: Councilman Michael Mack

Fiscal Impact:

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

PURPOSE/BACKGROUND:

The proposed ordinance annexes certain real property generally located at and near the southeast corner of Iron Mountain Road and Maverick Street. The annexation is at the request of the property owner. The annexation process has now been completed in accordance with the NRS and the final date of annexation (November 12, 2004) is set by this ordinance.

RECOMMENDATION:

This bill should be submitted to a Recommending Committee for review, hearing and recommendation to the City Council for final action.

BACKUP DOCUMENTATION:

Bill No. 2004-68 and Location Map

MOTION:

None required.

MINUTES:

First Reading - Referred - COUNCILMEMBERS MONCRIEF and WOLFSON

10/19/2004 Recommending Committee

10/20/2004 Council Agenda

(10:29 - 10:30)

1-3246

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 6, 2004

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC

☐ CONSENT ☒ DISCUSSION

SUBJECT:

NEW BILL:

Bill No. 2004-69 - Establishes new solid waste and recycling regulations. Proposed by: Mark R. Vincent, Director of Finance and Business Services

Fiscal Impact:

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

PURPOSE/BACKGROUND:

The City's current solid waste code provisions were enacted more than fifty years ago and do not take into account many contemporary industry standards and practices as well as current state and federal regulatory provisions. Solid waste issues transcend the boundaries of the City and other local jurisdictions within the County metropolitan areas, each contracting with Republic Services, Inc. to perform solid waste collection and disposal services. Accordingly, this bill is modeled after recent changes made in the County code in order to achieve regulatory uniformity. This bill specifically designates the items included within the solid waste stream, hazardous waste stream, medical waste stream, and recyclable materials stream for regulatory purposes; restricts hours of solid waste collection in residential areas; and conditionally waives collection fees for absentee residents.

RECOMMENDATION:

This bill should be submitted to a Recommending Committee for review, hearing and recommendation to the City Council for final action.

BACKUP DOCUMENTATION:

Bill No. 2004-69

MOTION:

None required.

MINUTES:

First Reading - Referred - COUNCILMEMBERS MONCRIEF and WOLFSON

10/19/2004 Recommending Committee

10/20/2004 Council Agenda

(10:29 - 10:30)

1-3246

THE MORNING SESSION RECESSED AT 10:30 A.M.

1 **BILL NO. 2004-69**

2 **ORDINANCE NO. _____**

3 AN ORDINANCE TO REPEAL AND REPLACE THE CITY'S REGULATIONS CONCERNING
4 THE COLLECTION, TRANSPORTATION, DEPOSIT AND DISPOSAL OF SOLID WASTE AND
RECYCLABLES, AND TO PROVIDE FOR OTHER RELATED MATTERS.

5 Proposed by: Mark R. Vincent, Director
6 Department of Finance and Business Services

Summary: Establishes new solid waste and
recycling regulations.

7 THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN
8 AS FOLLOWS:

9 SECTION 1: Title 9, of the Municipal Code of the City of Las Vegas, Nevada, 1983
10 Edition, is hereby amended by adding thereto a new Chapter, to be designated as Chapter 8, to consist
11 of the provisions set forth as Sections 2 to 32, inclusive, of this Ordinance.

12 SECTION 2: It is declared to be the policy of the City to regulate the collection,
13 transportation, deposit, transfer, recycling and disposal of solid waste and recyclables in a manner that
14 is consistent with State law and that will:

- 15 (A) Protect public health and welfare.
16 (B) Prevent water or air pollution.
17 (C) Prevent the spread of disease and the creation of nuisances.
18 (D) Conserve natural resources.
19 (E) Enhance the beauty and quality of the environment.

20 SECTION 3: In the construction of this Chapter, the following definitions shall apply,
21 unless the context clearly requires otherwise:

22 "Cash receipts" means all receipts derived from the collection of solid waste and curbside
23 recyclables collection services and includes, by way of illustration and not limitation, all cash, credits,
24 property or other consideration of any kind derived directly or indirectly by a franchisee (or any of
25 its authorized agents or affiliates) for the collection, transportation and disposal of solid waste,
26 including all revenue received from residential service (including any charges attributable to curbside
27 recyclables collection services), commercial and industrial service, medical-waste service, container
28 rentals, packaging, shipping and late fees, but excluding the following revenues from:

- 1 (A) The sale of recyclables.
- 2 (B) Sewage-waste service.
- 3 (C) Any taxes on services furnished by a franchisee that are imposed by other
- 4 governmental entities, that are passed through to and collected from the franchisee's customers, and
- 5 that are separately itemized on customers' bills.

6 "Commercial recycler" means any licensed entity, including a licensed franchisee, that is in

7 the business of purchasing, accepting donations of, collecting, storing, transporting or processing

8 source-separated recyclables.

9 "Commingled recyclables" means recyclables that have been abandoned or discarded and that

10 are mixed with solid waste other than residual solid waste.

11 "Compacted" means reduced in volume, but not weight, by two-thirds or more by mechanical

12 equipment.

13 "Construction or demolition waste" means solid waste resulting from the construction or

14 demolition of buildings and other structures, including but not limited to wood, plaster, metals,

15 asphaltic substances, bricks, block and concrete, and excavation dirt, rock, stone and gravel. The term

16 "construction or demolition waste" does not include uncontaminated soil, rock, stone, gravel, unused

17 brick and block and concrete if they are separated from other construction or demolition waste and

18 are to be used as clean fill.

19 "CPI-U" means the Consumer Price Index, All Urban Consumers for All Items, U.S. City

20 Average (1982-84=100), as published by the Bureau of Labor Statistics, U.S. Department of Labor.

21 "Curbside recyclables collection" means a collection program operated by a solid waste

22 franchisee in which source-separated recyclables are collected from residential customers on a

23 regularly scheduled basis as a part of the franchisee's solid waste business.

24 "Dead animals" means all dead animals or parts thereof (including condemned meats) that are

25 not intended to be used as food for man or animal.

26 "Dirt" means loose earth, ashes and manure, but exclusive of sand and gravel that is to be used

27 in construction work.

28 "Drop-off center" means a collection site where source-separated recyclables may be taken

1 by persons and deposited into designated containers.

2 "Franchise agreement" means an agreement between the City and a third party by which such
3 third party is authorized to collect, transport and dispose of solid waste and perform curbside
4 recyclables collection services in the City.

5 "Franchise fee" means the fee required by a franchise agreement based upon a percentage of
6 a franchisee's cash receipts derived from the collection, transportation and disposal of solid waste and
7 curbside recyclables collection services in the City.

8 "Franchisee" means any person who has contracted with the City for collection, transportation
9 and disposal of solid waste and the performance of curbside recyclables collection.

10 "Garbage" means putrescible animal and vegetable wastes, other than source-separated
11 recyclables, that result from the handling, storage, sale, preparation, cooking and serving of food, and
12 that have been discarded or abandoned.

13 "Hazardous waste" means any waste or combination of wastes, including solids, semisolids,
14 liquids or contained gases which:

15 (A) Because of its quantity or concentration or its physical, chemical or infectious
16 characteristics may:

17 (1) Cause or significantly contribute to an increase in mortality or serious
18 irreversible or incapacitating illness; or

19 (2) Pose a substantial hazard or potential hazard to human health, public
20 safety or the environment when it is given improper treatment, storage, transportation, disposal or
21 other management;

22 (B) Is identified as hazardous waste by the Nevada Department of Conservation
23 and Natural Resources as a result of studies undertaken for the purpose of identifying hazardous
24 wastes; and

25 (C) Includes, among other wastes, toxins, corrosives, flammable materials, irritants,
26 strong sensitizers and materials which generate pressure by decomposition, heat or otherwise.

27 "Medical waste" means items other than a culture or stock of an infectious substance, that
28 contain an infectious substance and are generated in:

- 1 (A) The diagnosis, treatment or immunization of human beings or animals;
2 (B) Research pertaining to the diagnosis, treatment or immunization of human
3 beings or animals; or
4 (C) The production or testing of biological products.

5 The term "medical waste" does not include the following if the items as packaged do not contain any
6 material otherwise subject to the requirements of 49 CFR Part 173, App.G, as amended:

- 7 (1) Biological products;
8 (2) Diagnostic specimens;
9 (3) Laundry or medical equipment that conforms to 29 CFR 1910.1030 of
10 the regulations of the Occupational Safety and Health Administration of the United States Department
11 of Labor;
12 (4) A material, including waste, that previously contained an infectious
13 substance and has been treated by steam sterilization, chemical disinfection or other appropriate
14 method, so that it no longer poses the hazard of an infectious substance;
15 (5) Any waste material, including garbage, trash and sanitary waste in
16 septic tanks, derived from households, including but not limited to single and multiple residences,
17 hotels and motels;
18 (6) Corpses, remains and anatomical parts that are intended for ceremonial
19 interment or cremations; or
20 (7) Animal waste generated in animal husbandry or food production.

21 "Motel" means a building or group of buildings whose main function is to provide temporary
22 lodging and which does not offer conference rooms, restaurants or similar amenities to its customers
23 in addition to sleeping quarters.

24 "Multiple dwellings" means apartments and any other collection of two or more residences
25 which are grouped together under the management of one person and which do not require separate
26 individual collection of solid waste.

27 "Place of business" means any place of business in the City, other than multiple dwellings,
28 to conduct or carry on principally or exclusively any pursuit or occupation for the purpose of gaining

1 a livelihood.

2 "Premises" means land together with all buildings, improvements, and personal property
3 located thereon.

4 "Public building" means office buildings, clubs, churches, schools, hospitals or other places
5 of similar character.

6 "Putrescible" means capable of being decomposed by microorganisms with sufficient rapidity
7 as to cause nuisances from odors or gases.

8 "Recyclables" or "recyclable materials" has the same meaning as "recyclable material," as that
9 term is defined in the Clark County Health District's Regulations Governing Recycling Centers, as
10 amended.

11 "Recycling center" has the same meaning as "recycling center," as that term is defined in the
12 Clark County Health District's Regulations Governing Recycling Centers, as amended.

13 "Refuse" means those discarded materials that have no useful physical, chemical or biological
14 properties after serving their original purpose and that cannot be reused or recycled for the same or
15 other purposes.

16 "Residual solid waste" has the same meaning as "residual solid waste," as that term is defined
17 in the Clark County Health District's Regulations Governing Recycling Centers, as amended.

18 "Rubbish" means nonputrescible wastes, other than source-separated recyclables, that have
19 been discarded or abandoned such as paper, cardboard, automobiles, cans, wood, glass, bedding,
20 crockery and similar materials.

21 "Sewage waste" means any solid or semi-solid waste, including biosolids, sludge, screenings
22 and grit, generated from the operation of the City's water pollution control facility.

23 "Single-family residence" means a building or dwelling wherein not more than one family
24 resides or dwells, and where no business of any kind is conducted, and includes a mobile home,
25 apartment and other unit in a multiple dwelling which receives individual and heavy and bulky item
26 collection.

27 "Solid waste" means all putrescible and nonputrescible materials in solid or semisolid form
28 that have been discarded or abandoned by their owner, including garbage, rubbish, junk vehicles and

1 parts, ashes or incinerator residue, street refuse, dead animals, construction or demolition waste,
2 commercial or industrial waste, medical waste, commingled recyclables and other refuse. The term
3 "solid waste" does not include any of the following:

4 (A) Hazardous waste managed pursuant to NRS 459.400 through 459.600,
5 inclusive.

6 (B) Sewage waste.

7 (C) Source-separated recyclables.

8 "Source-separated recyclables" means recyclables that have been separated from the solid
9 waste stream at the source for recycling purposes and that are not mixed with solid waste other than
10 residual solid waste.

11 "Unforeseen economic circumstance" means:

12 (A) A percentage change in the CPI-U for a given calendar year ending in
13 December that is greater than ten percent or below zero (a decrease);

14 (B) An occurrence beyond a franchisee's reasonable control;

15 (C) An action by a governmental jurisdiction; or

16 (D) A finding by the City Council that there have been economic occurrences
17 during that period that have caused specific additional economic costs for a franchisee which are not
18 reflected in changes to the CPI-U during that same period.

19 SECTION 4: Any person collecting, transporting, processing or disposing of solid
20 waste, hazardous waste or recyclables shall do so subject to the ordinances, rules and regulations of
21 the City, the Clark County Health District, the State of Nevada and the Federal Government.

22 SECTION 5: It is unlawful for any person to:

23 (A) Throw or deposit, or cause to be thrown or deposited, in any street, alley, gutter
24 or highway within the City, any solid waste, hazardous waste or recyclables.

25 (B) Throw or deposit, or cause to be thrown or deposited, any solid waste,
26 hazardous waste or recyclables upon the private property or premises or into the receptacles of
27 another person within the City, except for the depositing of source-separated recyclables at drop-off
28 centers.

1 (C) Place, deposit or accumulate, or cause to be placed, deposited or accumulated,
2 any solid waste, hazardous waste or recyclables in such a manner, or permit the same to remain on
3 his or her premises in such condition so that the same may be blown or carried over to public or other
4 private property by any means whatsoever.

5 (D) Throw or deposit or cause to be thrown or deposited any solid waste, hazardous
6 waste or recyclables in any areas of the City not designated, authorized or licensed by the City for
7 deposit of these materials.

8 SECTION 6: It is unlawful for any person, for the purpose of disposal of solid waste,
9 hazardous waste or recyclables by burning, to kindle or maintain any bonfire, or knowingly to furnish
10 the materials for any such fire, or to authorize any such fire to be kindled or maintained in any solid
11 waste, hazardous waste or recyclables receptacle, or on any street, alley, road, land or other public
12 grounds or upon any private property, within the City, unless a written permit to do so shall first have
13 been secured from the Department of Fire and Rescue; provided, however, that solid waste and
14 infectious waste may be burned in an incinerator duly approved by the Department of Fire and Rescue
15 and the Department of Building and Safety.

16 SECTION 7: Except in case of an emergency declared by the City Manager under
17 Section 8 of this Ordinance, it is unlawful for any person, other than the City, a franchisee or their
18 duly appointed agents to collect or transport any solid waste, or provide curbside recyclables
19 collection service; provided, however, that:

20 (A) Construction or demolition waste may be removed by any duly licensed
21 construction cleanup or demolition contractor and transported to a transfer station or a disposal site
22 operated in accordance with all applicable laws, rules and regulations.

23 (B) Any duly licensed and permitted septic tank or grease trap pumpers, lawn
24 maintenance services and tree trimmers may transport those materials accumulated in or generated
25 by the performance of licensed services to a transfer station or a disposal site operated in accordance
26 with all applicable laws, rules and regulations.

27 (C) Any person may transport his or her own solid waste to a transfer station or a
28 disposal site operated in accordance with all applicable laws, rules and regulations.

1 (D) Any person may transport his or her own source-separated recyclables to
2 recycling centers or drop-off centers.

3 (E) Any duly licensed commercial recycler may transport source-separated
4 recyclables in the legitimate course of business.

5 (F) A charitable organization qualified as such under the Federal Internal Revenue
6 Code may collect source-separated recyclables from single-family residences, places of business,
7 multiple dwellings and public buildings at the express request of the owner, tenant or occupant and
8 may transport those recyclables to drop-off centers or recycling centers.

9 SECTION 8: (A) In the event of an interruption in the collection, transportation
10 or disposal of solid waste and recyclables by the City or its franchisees, problems affecting the public
11 health, safety and welfare may arise. These problems may include increases in pathogens, vectors,
12 fire hazards, unsightly litter, odor and traffic hazards from the accumulation of solid waste and
13 recyclables. This Section is intended to provide for the emergency collection, transportation and
14 disposal of solid waste and recyclables by private citizens in order to minimize the adverse impact
15 on the public health, safety and general welfare arising from an interruption in the collection,
16 transportation and disposal of solid waste and recyclables.

17 (B) In the event of an interruption in the collection, transporting or disposal of solid
18 waste and recyclables by the City or its franchisees, the City Manager may declare an emergency.

19 (C) If the City Manager declares an emergency under Subsection (B) of this
20 Section, the provisions of Section 7 of this Ordinance which relate to transporting solid waste and
21 recyclables shall be suspended and the following provisions shall apply until the date specified in the
22 declaration of emergency or in a subsequent declaration:

23 (1) The City Manager may designate, establish, operate and maintain
24 temporary emergency collection areas for solid waste and recyclables;

25 (2) Any person may transport the solid waste and recyclables generated or
26 found on real property in his or her possession to a designated temporary emergency collection area;

27 (3) Until hauled to a designated temporary emergency collection area, all
28 putrescible solid waste shall be stored indoors in plastic bags or outdoors in containers or receptacles

1 which will not permit access by flies or animals or constitute a fire hazard; and

2 (4) All putrescible solid waste hauled to a temporary emergency collection
3 area must be securely contained in plastic bags.

4 SECTION 9: (A) It is unlawful for any person other than the owner, the City or
5 a franchisee, or their duly appointed agents, to interfere in any manner with any receptacles containing
6 solid waste or recyclables or to remove any such receptacle from the location where placed for pickup
7 by the owner, the City or a franchisee.

8 (B) It is unlawful for any person, other than the operator of a drop-off center or his
9 or her duly appointed agent, to interfere with or remove any recyclables from a drop-off center.

10 SECTION 10: It is unlawful to use any cart or vehicle for the transportation or removal
11 of solid waste or recyclables unless such cart or vehicle is appropriately constructed and covered,
12 within industry standards, to prevent or minimize odors from or leakage, sifting, spilling, drifting or
13 blowing of such solid waste or recyclables in or upon the streets through which such cart or vehicle
14 may be driven.

15 SECTION 11: (A) Every person owning or managing any place of business, public
16 building, multiple dwelling or single-family residence, except as otherwise provided in Subsection
17 (E) of this Section, shall provide a receptacle sufficient for the depositing of all solid waste from the
18 premises. A solid waste franchisee may rent solid waste receptacles to its customers pursuant to the
19 rates specified in this Chapter, but the responsibility for placement of such rented receptacles remains
20 with the person owning or managing the place of business, public building, multiple dwelling or
21 single-family residence.

22 (B) A franchisee shall provide to its curbside recyclables collection customers,
23 upon request and at no additional cost to such customers, appropriate receptacles for the storage and
24 collection of recyclables.

25 (C) On any single-family residential lot, it is unlawful to place, keep, store or locate
26 any solid waste or recyclables receptacle within the right-of-way of a street, sidewalk or alley, or
27 within any front yard as defined in the zoning regulations of the City; provided, however, that such
28 receptacles may be placed within such area for the purpose of the collection of solid waste and

1 recyclables from midnight to midnight on the day designated for the pickup thereof and for a period
2 not to exceed ten hours prior to midnight of the day of pickup.

3 (D) On any multi-family, commercial or industrial lot, it is unlawful to place, keep,
4 store or locate any dumpster or other solid waste or recyclables receptacle within the right-of-way of
5 a street, sidewalk or alley. Dumpsters shall be stored within an enclosure if an enclosure was required
6 in connection with development approval or is otherwise provided on the lot. The construction of
7 dumpster enclosures is encouraged, if such construction was not required in accordance with a
8 development approval. To the extent reasonably possible, development plans and approvals
9 concerning the construction of dumpster enclosures shall be coordinated with the solid waste
10 franchisee.

11 (E) Places of business whose rubbish consists principally of boxes, cartons and
12 other items of such bulk that the placing of the same in a receptacle would be impracticable may
13 provide for such rubbish to be piled on the premises of such place of business adjacent to a street or
14 alley, provided such boxes or cartons shall be flattened and tied in bundles. The monthly rate to be
15 charged such places of business for collecting, transporting and disposing of such rubbish shall be
16 computed in accordance with the rates set forth in Section 17 of this Ordinance and based upon the
17 bulk of such piles.

18 (F) The provisions of this Section may be enforced by the City's Department of
19 Neighborhood Services, as well as the Las Vegas Metropolitan Police Department.

20 SECTION 12: Each receptacle which is not emptied by mechanical or hydraulic
21 equipment shall have a capacity of not less than three nor more than thirty-three gallons. Multiple
22 dwellings, places of business and public buildings shall also be permitted to use the types and sizes
23 of receptacles listed in Section 17 of this Ordinance. Solid waste receptacles shall be constructed
24 watertight and shall be provided with handles and tight-fitting covers. Each such receptacle and cover
25 shall be made of a material approved for such use by the City. Covers shall not be removed except
26 when necessary to place solid waste therein. Each receptacle and its cover shall be kept clean from
27 accumulating grease and decomposing material.

28 SECTION 13: (A) No person other than the owner, the City or a franchisee, or their

1 agents may:

2 (1) Remove any solid waste or recyclables from the solid waste receptacles
3 or recyclables receptacles that are intended for pickup by a franchisee as part of its solid waste
4 collection and curbside recyclables collection programs;

5 (2) Remove recyclables that have been tied, boxed, bundled or otherwise
6 collected and placed for pickup by a franchisee as part of its curbside recyclables collection program;
7 or

8 (3) Tamper with, engage in, interfere with or participate in curbside
9 recyclables collection.

10 (B) No person other than an owner or operator of a drop-off center, or their
11 authorized agents, may remove recyclables from the drop-off center or recyclables that have been
12 bundled, boxed, tied or otherwise collected and placed adjacent to the drop-off center.

13 SECTION 14: (A) All solid waste shall be placed in a receptacle; provided,
14 however, that:

15 (1) Places of business may place rubbish on their premises pursuant to
16 Subsection (E) of Section 11 of this Ordinance; and

17 (2) Tree trimmings, scrap lumber and other solid waste capable of being
18 bundled in accordance with Subsection (B) of this Section may be bundled if securely tied and placed
19 next to a receptacle.

20 (B) Items bundled pursuant to this Section shall not exceed six feet in length nor
21 weigh more than seventy-five pounds.

22 (C) Receptacles which are not emptied by mechanical or hydraulic equipment shall
23 not weigh more than seventy-five pounds, including their contents.

24 SECTION 15: (A) The charge for collecting, transporting and disposing of solid
25 waste from single-family residences on a twice-a-week basis, and providing curbside recyclables
26 collection services on an every-other-week basis, shall be thirty-three dollars and thirty-eight cents
27 per quarter.

28 (B) The charge for collecting, transporting, and disposing of solid waste from

1 multiple dwellings on a twice-a-week basis shall be twenty-four dollars and eighty-seven cents per
2 quarter for the first multiple dwelling unit on one stop and seventeen dollars and forty-one cents per
3 quarter for each additional unit on one stop, irrespective of occupancy or vacancy of any units.

4 (C) If requested by the owner of multiple dwellings, the charge for collecting,
5 transporting and disposing of solid waste three times per week shall be one and one-half times the
6 charge for service two times per week.

7 (D) If requested by the owner of multiple dwellings, the charge for collecting,
8 transporting and disposing of solid waste six times per week shall be two and one-half times the
9 charge for service two times per week.

10 SECTION 16: (A) For mobile home parks that do not receive individual service
11 at each mobile home and for motels, the charge for collecting, transporting and disposing of solid
12 waste on a twice-a-week basis shall be twenty-four dollars and eighty-seven cents per quarter for each
13 office, plus eleven dollars and ninety-seven cents per quarter for each mobile home and motel room
14 without cooking facilities, or fourteen dollars and ninety-four cents per quarter for each mobile home
15 and motel room with cooking facilities, irrespective of occupancy or vacancy of any units.

16 (B) If requested by the owner of a mobile home park or motel that utilizes bin
17 service, the charge for collecting, transporting and disposing of solid waste three times per week shall
18 be one and one-half times the charge for service two times per week.

19 (C) If requested by an owner of a mobile home park or motel that utilizes bin
20 service, the charge for collecting, transporting and disposing of solid waste six times per week shall
21 be two and one-half times the charge for service two times per week.

22 (D) For mobile home parks that receive individual service at each mobile home,
23 which shall include the same heavy and bulky item pickup as that provided to single-family
24 residences, the charges for collecting, transporting and disposing of solid waste and curbside
25 recyclables collection services shall be the same as for residences as set forth in Section 15 of this
26 Ordinance.

27 SECTION 17: The charge for collecting, transporting and disposing of solid waste
28 from places of business and public buildings others than those mentioned in Section 16 of this

1 Ordinance shall be determined by the number and type of receptacles required by each such place of
2 business or public building and by the number of collections from each per week in accordance with
3 Tables A, B and C that are included within this Section. The charge for collecting, transporting and
4 disposing of compacted solid waste from receptacles other than compaction-type drop boxes shall be
5 three times the otherwise applicable charge.

6 ...

7 ...

8 ...

9 ...

10 ...

11 ...

12 ...

13 ...

14 ...

15 ...

16 ...

17 ...

18 ...

19 ...

20 ...

21 ...

22 ...

23 ...

24 ...

25 ...

26 ...

27 ...

28 ...

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

Section 17 Table (A)
Collection Charges (Quarterly Rates)*
Places of Business and Public Buildings

<u>Number & Type of Receptacles</u>	<u>2 Collections Per Week</u>	<u>6 Collections Per Week</u>	<u>7 Collections Per Week</u>
One can	44.73	186.24	223.31
Two cans	89.46	260.59	312.79
Three cans	134.19	334.99	402.30
Each additional can	44.73	74.36	89.50
<u>One Cubic Yard Container</u>			
One container	223.31	483.67	581.17
Two containers	447.35	855.08	1,028.52
Each additional container	223.31	371.84	447.35
<u>Two Cubic Yard Container</u>			
One container	447.35	855.50	1,028.52
Two containers	894.72	1,599.17	1,923.23
Each additional container	447.35	743.67	894.71
<u>Three Cubic Yard Container</u>			
One container	671.03	1,227.34	1,475.86
Two containers	1,342.05	2,342.84	2,817.93
Each additional container	671.03	1,115.51	1,342.05
<u>Four Cubic Yard Container</u>			
One container	894.71	1,599.17	1,923.15
Two containers	1,789.42	3,086.49	3,712.57
Each additional container	894.71	1,487.23	1,789.43
<u>Six Cubic Yard Container</u>			
One container	1,342.05	2,342.84	2,817.93
Two containers	2,684.09	4,685.67	5,635.84
Each additional container	1,342.05	2,225.68	2,677.02
<u>Eight Cubic Yard Container</u>			
One container	1,789.42	3,086.49	3,712.57
Two containers	3,578.84	6,172.99	7,425.14
Each additional container	1,789.42	2,993.88	3,601.20

*subject to applicable CPI-U adjustments made pursuant to this Chapter

...
...

Section 17 Table (B)

Solid Waste Compaction Type Drop Boxes

Monthly Rates*

Compactor Size	1 pull per week	2 pulls per week	3 pulls per week	4 pulls per week	5 pulls per week	6 pulls per week	7 pulls per week
10-yard	1,654.47	2,211.76	3,030.26	3,291.30	3,552.36	3,813.41	5,573.66
17-yard	2,046.94	2,702.14	3,808.57	4,184.55	4,560.51	4,936.50	6,572.55
26-yard	2,294.07	3,196.41	4,549.93	4,925.90	5,301.88	5,677.85	7,437.56
36-yard	2,707.00	3,609.40	4,962.79	5,391.55	5,820.31	6,249.16	8,008.90

Compactor Size	8 pulls per week	9 pulls per week	10 pulls per week	11 pulls per week	12 pulls per week	13 pulls per week	14 pulls per week
10-yard	7,228.12	7,785.43	8,603.95	8,864.98	9,126.01	9,387.06	11,147.32
17-yard	8,619.48	9,275.25	10,381.12	10,757.09	11,133.08	11,509.06	13,145.11
26-yard	9,731.61	10,633.97	11,987.50	12,363.47	12,739.46	13,115.41	14,875.13
36-yard	10,715.92	11,618.31	12,971.70	13,400.46	13,829.24	14,258.07	16,017.80

Per Pickup Rates (with regular service)*

	<u>Regular</u>	<u>Sunday/Holiday</u>
Special pickup 0-49 yards	406.08	609.12
Special pickup 50-74 yards	780.88	1,171.32
Special pickup 75 yards	1,273.71	1,910.57

Per Pickup Rates (without regular service)*

On-call pickup 0-49 yards	633.88	950.82
---------------------------	--------	--------

*subject to applicable CPI-U adjustments made pursuant to this Chapter

...

...

...

...

...

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8

Solid Waste Manual-Type Drop Box Rates*

<u>On-Call Rates</u> (with or without regular service)	<u>Regular</u>	<u>Sunday/Holiday</u>
10 cubic yards	\$78.20	\$117.30
20 cubic yards	\$156.40	\$234.60
28 cubic yards	\$218.96	\$328.44
35 cubic yards	\$273.70	\$410.55
50 cubic yards	\$391.00	\$586.50

All on-call rates are subject to additional charges of \$17.46 demurrage per 24 hours or any part thereof after the first 72 hours, excluding Sundays.

Monthly Rates:

All other rates shall be calculated as follows:

(Base Charge x number of yards of capacity x number of pickups per week x 52 weeks per year, divided by 12 months per year) + Demurrage = total monthly rate, where:

“Base Charge” for Monday - Saturday pickups = \$7.82 per cubic yard.

“Base Charge” for Sunday pickups = \$11.73 per cubic yard.

“Demurrage” = \$17.46 per 24 hours or any part thereof after the first 72 hours, excluding Sundays.

*subject to applicable CPI-U adjustments made pursuant to this Chapter

SECTION 18: The charges for container rentals for single-family residences, multiple dwellings, places of business and public buildings shall be as follows:

...

...

...

...

...

...

1	Container Size	Monthly Charge*
2	1 Yard	\$14.34
3	2 Yard	\$17.20
4	3 Yard	\$20.08
5	4 Yard	\$22.37
6	6 Yard	\$28.67
7	8 Yard	\$31.54

8		Quarterly Charge*
9	Up to 96 gallon Mobile Cart	\$10.32

10 *subject to applicable CPI-U adjustments made pursuant to this Chapter

11 SECTION 19: The charges for special one-time collections for single-family
12 residences, multiple dwellings, places of business and public buildings shall be as follows:

13	Size of Receptacle	One Time Charge*
14	1 Yard Container	\$28.02
15	2 Yard Container	\$37.36
16	3 Yard Container	\$46.70
17	4 Yard Container	\$56.02
18	6 Yard Container	\$65.37
19	8 Yard Container	\$74.71

20 *subject to applicable CPI-U adjustments made pursuant to this Chapter

21 SECTION 20: The charges per container for preparation, collection, transportation and
22 disposal of medical waste and the charges for sales and rentals of medical waste containers shall be
23 determined in accordance with the following schedules:

24 ...

25 ...

26 ...

27 ...

28 ...

BASIC SERVICE CHARGES*					
Item	Size & Volume	Price Per Item		Minimum Charge Per Service Call	
		Delivered	Picked Up	Prescheduled Once/Month or Greater Frequency	On-Call/Special Pickup
Bio-Hazardous Accumulation Containers	Medium 10-14 Gallons	\$4.50	\$4.50	\$25.69 (If total for containers delivered and picked up is less than \$25.69, then \$25.69 will be invoiced)	\$57.81 (If total for containers delivered and picked up is less than \$57.81, then \$57.81 will be invoiced)
	Large 27-32 Gallons	\$6.43	\$6.43		
	X-Large 48-50 Gallons	\$9.63	\$9.63		

ADDITIONAL SERVICE CHARGES*			
Charges for prescheduled once/month or greater frequency service:			
Type	Size Code	Container	Disposal Price
Chemotherapy Waste Disposal	Large	33 Gallon	\$31.71
	Extra Large	55 Gallon	\$56.25
Pharmaceutical (non-controlled substance) Disposal	Extra small	5 Gallon	\$40.91
	Small	10 Gallon	\$74.15
	Medium	20 Gallon	\$148.30
	Large	30 Gallon	\$222.46
	Extra Large	55 Gallon	\$370.77
Charges for on-call / special pickups or special services:			
Item			Charge
Special pick ups (after 5:00 p.m., same day requests, holidays, weekends or greater than 20 polyurethane containers per pickup)			\$61.37 Per Hour
Special services (account balancing, reconciliation, usage reports, certificates)			\$61.37 Per Hour
Preparation of waste to make suitable for transportation			\$25.57 Per Container
Collection delay - \$1.02 per minute after 5 minutes			\$5.10 Minimum
Over weight charge (Over 50 lbs)			\$40.91 Per Container

PURCHASE OR RENTAL ITEMS*				
Item	Size	Volume	Dimensions	Price
Sharp Containers	Small	1 Quart	4" x 4" x 6"	\$5.11 plus tax
	Medium	5 Quarts	4" x 10" x 9"	\$8.18 plus tax
	Large	8 Quarts	6" x 9" x 10"	\$10.23 plus tax
	Extra Large	32 Quarts	9" x 13" x 17"	\$20.46 plus tax
Red Bio-Hazard Bags	Small (500 bags per case)	8-10 Gallons	24" x 32" (8-10 gallons)	\$71.60 plus tax
	Large/Extra Large (25 bags per roll)	50 Gallons	43" x 48" (50 gallons)	\$12.27 plus tax
Locker Rental	Small	5 Cubic yards	7-1/2' x 5-1/2' x 3-1/2'	\$61.37 per month (includes transportation)
	Large	30 Cubic yards	20' x 8' x 8'	\$143.19 per month (includes transportation)
Item	Size	Volume	Dimensions	Price
Roll-Off Box Rental	Extra Large	40 Cubic yards		\$337.52 per month
Trailer Rental (Special pickup charge of \$61.37 per hour does not apply to customers with trailer service, unless after hours or holiday pickups are requested)		30 feet long or less		\$489.48 per month
		48 feet long or less		\$652.64 per month
		53 feet long or less		\$734.22 per month

*subject to applicable CPI-U adjustments made pursuant to this Chapter

1 SECTION 21: (A) To ensure the uniform, safe and sanitary treatment of solid waste
2 in the City and to discourage the illegal handling and disposal of solid waste, it shall be mandatory
3 for any person owning, occupying or managing any premises in the City which are connected to water
4 service to subscribe to solid waste collection service provided by the City or its authorized franchisee
5 and to pay the charges specified in this Chapter. No person may discontinue paying for solid waste
6 collection service for his or her premises, unless such premises are not connected to water service for
7 the entire billing period.

8 (B) In order to discontinue paying for solid waste collection service pursuant to
9 Subsection (A) of this Section, a person must request discontinuation of service and provide proof that
10 no water service to the premises is provided. Such request is subject to an administrative fee of
11 fifteen dollars for the costs of processing the request. No fee may be charge to reestablish service to
12 the premises after service has been discontinued pursuant to this Subsection (B).

13 (C) All charges for regular or periodic services provided by the City, its
14 franchisees, or their duly appointed agents, pursuant to this Chapter shall be billed in advance on the
15 first business day of the quarterly or monthly billing period, as applicable. Bills will be due and
16 payable on the fifteenth day after the applicable billing date. All charges for services under this
17 Chapter, including the penalties for delinquent payment, shall constitute a debt and obligation of the
18 legal owner and the person having the management of the places of business, public buildings,
19 multiple dwellings and residences to the City or its franchisee, and such persons shall be liable
20 therefor in a civil action commenced by the City or its franchisee in any court of competent
21 jurisdiction for the recovery of such charges and penalties.

22 (D) A customer shall be entitled to a refund of any advance payment for service
23 he or she has made, minus any administrative fee paid pursuant to Subsection (B) of this Section,
24 upon presenting proof that a connection to water service did not exist at the customer's premises
25 during the entire billing period for which the advance payment was made. All refunds from a
26 franchisee to a customer shall be paid within thirty days from the date of the customer's request for
27 reimbursement or date of franchisee's knowledge that a refund is owed.

28 (E) No person shall accept and no franchisee shall offer or give any solid waste

1 collection, transportation and disposal services or curbside recyclables collection services without
2 charge, or shall offer or give a discount, refund or rebate of any charge authorized by this Chapter,
3 except that this provision does not apply to charitable organizations which are exempt from federal
4 income tax pursuant to Section 501(c) of the Internal Revenue Code or as further provided by
5 franchise agreement.

6 (F) If any person fails to pay the charges authorized by this Chapter within fifteen
7 days after they become due and payable, such charge shall be considered delinquent and a penalty of
8 two percent per month (or fraction thereof) of the delinquent amount shall be added thereto.

9 SECTION 22: (A) In addition to all other charges established by this Chapter, a
10 franchisee may pass through to its customers such charges as are necessary for the franchisee to
11 recoup all State business license taxes paid pursuant to Section 187 of Chapter 5, Statutes of Nevada
12 2003, 20th Special Session. The franchisee shall list such charges separately on its bills.

13 (B) A franchisee shall provide to the City, on or before March 1 each year and in
14 a form satisfactory to the City, a detailed report for the preceding calendar year containing the
15 following information concerning the franchisee's State business license taxes:

- 16 (1) The amount of taxes paid during the prior calendar year;
- 17 (2) How such taxes were calculated including the number of employees
18 upon which such taxes were based;
- 19 (3) The number of customers in the City served by the franchisee during
20 the prior calendar year;
- 21 (4) The total pass-through tax charges collected from customers during the
22 prior calendar year; and
- 23 (5) The method that the franchisee will use to pass through such taxes to
24 its customers for the current year, including any adjustments to the pass-through tax charges necessary
25 to correct for any excess or under charges during the prior calendar year.

26 SECTION 23: All solid waste collection charges or fees authorized and established
27 by this Chapter, including any penalties assessed under Section 21 of this Ordinance, shall constitute
28 a lien upon the real property of the premises served until such charges and fees have been paid. Such

1 lien shall be enforced in the following manner:

2 (A) A lien shall not be recorded against any property until the record owner of the
3 property has been mailed written notice of the delinquency at his or her last address shown by the
4 records of the County Assessor, and such delinquency has not been cured within fifteen days after the
5 mailing of the notice.

6 (B) The provider of solid waste collection may record in the office of the County
7 Recorder, no later than four hundred days following the date on which such charges or fees become
8 delinquent, a notice of solid waste service lien in favor of the person claiming the lien and signed by
9 an authorized representative of the person claiming the lien. The notice of solid waste lien shall
10 contain the amount of the charges or fees due, the periods for which such charges or fees are due, the
11 name of the record owner(s) of the property, and a legal description of the property.

12 (C) The provider of solid waste collection may bring an action for foreclosure
13 against such property in the same manner as an action for foreclosure of any other lien, commenced
14 within two years after the date of recording the notice of solid waste lien.

15 SECTION 24: (A) The rates and charges established pursuant to this Chapter shall
16 be adjusted annually based upon the percentage of change in the CPI-U.

17 (B) Rate changes shall be made effective as of July 1, each year, and shall be based
18 upon the percentage change in the CPI-U for the twelve-month period of the preceding calendar year.

19 (C) Annual increases to rates and charges adjusted in accordance with the
20 percentage change in the CPI-U shall not be greater than six and one-half percent when the percentage
21 change in CPI-U is within the range of zero (no change) to ten percent and shall be done in the
22 following manner:

23 (1) When the percentage change in the CPI-U is between zero and six and
24 one-half percent, the charges are to be adjusted by the actual percentage change; and

25 (2) When the percentage change is between six and one-half percent and
26 ten percent, the rates and charges adjustment shall not be greater than six and one-half percent.

27 (D) When an unforeseen economic circumstance has occurred during the preceding
28 calendar year, the City Council may consider and may approve a method for adjusting rates which

1 is not based on changes to the CPI-U. In any year following a period when the adjustment to rates
2 was based on some other method, rate adjustments shall again be based on changes in the CPI-U.

3 (E) A minimum of one annual rate adjustment based on the CPI-U method must
4 occur between annual rate adjustments based on methods other than the CPI-U method.

5 SECTION 25: (A) Every franchisee shall pay a quarterly franchise fee, in the
6 amount specified in the franchise agreement, based on its cash receipts derived from the collection
7 of solid waste and curbside recyclables collection for the preceding calendar quarter. All franchise
8 fees shall be due no later than thirty days after the end of each calendar quarter.

9 (B) All rates that a franchisee charges its customers for the collection of solid waste
10 and curbside recyclables collection pursuant to this Chapter and the franchise agreement shall be
11 deemed to include the franchise fee which the franchisee pays to the City. The franchisee may pass
12 such fees through to its customers only as a part of the general service rates charged to its customers,
13 not as a separate charge that is additional to the general service rates.

14 (C) If a franchise fee is received by the City after the due date, a late fee of two
15 percent per month (or fraction thereof) of the delinquent amount will be assessed to the franchisee.

16 SECTION 26: All solid waste and hazardous waste collected from the public and
17 private places and premises in the City shall not be deposited at any place other than at a disposal site
18 operated in accordance with all applicable laws, rules and regulations.

19 SECTION 27: (A) Any person may dispose of solid waste at any disposal site
20 operated in accordance with all applicable laws, rules and regulations.

21 (B) Any single-family resident of the City who is a current customer of a franchisee
22 may dispose of the solid waste generated at his or her own single-family dwelling at any authorized
23 disposal site operated by the franchisee within the "urban solid waste service area" in Clark County,
24 without charge, upon presentation of a current quarterly bill for residential service from the franchisee
25 and a valid, government-issued photo identification.

26 SECTION 28: The City, in addition to the remedies and penalties above named, may
27 seek injunctive relief against any violator of this Chapter, with or without prior notice, to prevent or
28 correct any solid waste, hazardous waste or recyclable materials problem.

1 SECTION 29: Nothing in this Chapter shall limit the right of any person to donate or
2 sell his or her source-separated recyclable materials.

3 SECTION 30: Nothing in this Chapter shall limit the right of the City to collect,
4 transport, process or dispose of any solid waste, hazardous waste or recyclable material including the
5 operation of transfer stations and recycling centers.

6 SECTION 31: Solid waste and hazardous waste, as defined in Section 3 of this
7 Ordinance and for the purpose of this Chapter, are a nuisance per se.

8 SECTION 32: (A) Notwithstanding any provision of this Code to the contrary
9 (other than Subsection (D) of this Section), no franchisee shall perform solid waste collection or
10 curbside recyclables collection in the City other than from 6:00 a.m. to 10:00 p.m. on property which
11 is developed for residential use.

12 (B) A franchisee shall use its best efforts to respond immediately to any complaint
13 that it receives from the City or any of its residents concerning any alleged violation of Subsection
14 (A) of this Section. At a minimum, the franchisee shall:

15 (1) Promptly investigate whether such violation occurred;
16 (2) Take appropriate action to prevent further violations of Subsection (A)
17 no later than two days after receiving the complaint; and

18 (3) Notify the City, in writing, no later than two days after receiving the
19 complaint, of the franchisee's determination as to whether a violation occurred and, if so, what actions
20 the franchisee has taken to prevent further violations of Subsection (A).

21 (C) If a franchisee receives any complaint from the City or any of its residents
22 concerning unreasonable noise in a residential area that is being generated by solid waste collection
23 between the hours of 10:00 p.m and 6:00 a.m. near (but not within) that residential area, the franchisee
24 shall use its best efforts to respond promptly to the complaint and to take appropriate action to prevent
25 or minimize, to the extent reasonably possible, the noise that is being generated near the residential
26 area. At a minimum, the franchisee shall:

27 (1) Promptly investigate whether and to what extent noise is being
28 generated in the residential area by solid waste collection between the hours of 10:00 p.m and 6:00

1 a.m. near (but not within) that residential area; and

2 (2) Notify the City, in writing, of the franchisee's determination as to
3 whether such noise is being generated and, if so, what actions the franchisee has taken to prevent or
4 minimize such noise in the future.

5 (D) In case of an emergency or for other good cause shown, the City Manager or
6 his or her designee may grant temporary written approval to make collections of solid waste and
7 curbside recyclables outside of the hours specified in Subsection (A) of this Section.

8 SECTION 33: Title 9, Chapter 8, of the Municipal Code of the City of Las Vegas,
9 Nevada, 1983 Edition, is hereby repealed.

10 SECTION 34: Section 33 of this Ordinance shall become effective as of 12:01 A.M.
11 the day after publication of this Ordinance by title.

12 SECTION 35: Sections 1 through 32, inclusive of this Ordinance shall become
13 effective as of 12:02 A.M. the day after publication of this Ordinance by title.

14 SECTION 36: If any section, subsection, subdivision, paragraph, sentence, clause or
15 phrase in this ordinance or any part thereof, is for any reason held to be unconstitutional, or invalid
16 or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or
17 effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the
18 City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision,
19 paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections,
20 subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional,
21 invalid or ineffective.

22 SECTION 37: Whenever in this ordinance any act is prohibited or is made or declared
23 to be unlawful or an offense or a misdemeanor, or whenever in this ordinance the doing of any act is
24 required or the failure to do any act is made or declared to be unlawful or an offense or a
25 misdemeanor, the doing of such prohibited act or the failure to do any such required act shall
26 constitute a misdemeanor and upon conviction thereof, shall be punished by a fine of not more than
27 \$1,000.00 or by imprisonment for a term of not more than six months, or by any combination of such
28 fine and imprisonment. Any day of any violation of this ordinance shall constitute a separate offense.

1 SECTION 38: All ordinances or parts of ordinances or sections, subsections, phrases,
2 sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada,
3 1983 Edition, in conflict herewith are hereby repealed.

4 PASSED, ADOPTED and APPROVED this _____ day of _____, 2004.

5 APPROVED:

6
7 By _____
8 OSCAR B. GOODMAN, Mayor

9 ATTEST:

10 _____
11 BARBARA JO RONEMUS, City Clerk

12 APPROVED AS TO FORM:

13 Val Steed 9-27-04
14 Date

1 The above and foregoing ordinance was first proposed and read by title to the City Council on the
2 ____ day of _____, 2004, and referred to the following committee composed of
3 _____ and _____ for recommendation;
4 thereafter the said committee reported favorably on said ordinance on the ____ day of
5 _____, 2004, which was a _____ meeting of said Council; that at said
6 _____ meeting, the proposed ordinance was read by title to the City Council
7 as first introduced and adopted by the following vote:

8 VOTING "AYE": _____

9 VOTING "NAY": _____

10 ABSENT: _____

11

12 APPROVED:

13

14

By _____
OSCAR B. GOODMAN, Mayor

15

16 ATTEST:

17

18

BARBARA JO RONEMUS, City Clerk

19

20

21

22

23

24

25

26

27

28

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 6, 2004

DEPARTMENT: CITY CLERK

DIRECTOR: BARBARA JO RONEMUS

☐ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

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

MOTION:

REESE - Motion to STRIKE Item 71 [824 Shetland Road] and Item 111 [SUP-4593], TABLE Item 114 [SUP-4808] and HOLD IN ABEYANCE Item 120 [SUP-4918] to 10/20/2004 - UNANIMOUS with GOODMAN abstaining on Item 114 [SUP-4808] as he has a business relationship with ATTORNEY JAY BROWN

MINUTES:

MAYOR GOODMAN announced that Item 123 [SDR-4606], Item 129 [ZON-4646] and Item 130 [WVR-4846] were properly noticed as Public Hearing items, even though this was not reflected in the Citizens Agenda.

COUNCILMAN REESE verified with COUNCILWOMAN MONCRIEF that Item 114 [SUP-4808] would be tabled and Item 115 [SUP-4809] would be heard.

MAYOR GOODMAN disclosed that he would be abstaining from voting on Item 114 [SUP-4808], as he has a business relationship with ATTORNEY JAY BROWN.

MAYOR GOODMAN announced that Item 94 [VAC-4071] would be pulled forward and abeyed to 10/20/2004 and Item 96 [VAC-4682] would be pulled forward for discussion, both at the request of COUNCILMAN WOLFSON. See Item 94 [VAC-4071] and Item 96 VAC-4682] for all related discussion.

(1:04 - 1:07)

3-1

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 6, 2004

DEPARTMENT: NEIGHBORHOOD SERVICES

DIRECTOR: ORLANDO SANCHEZ

☐ **CONSENT** ☒ **DISCUSSION**

SUBJECT:

Public hearing to consider the report of expenses to recover costs for the abatement of zoning violations at 1105 North 22nd Street. PROPERTY OWNER: MANUEL VILLARREAL – Ward 5 (Weekly)

Fiscal Impact:

☐ No Impact	Amount:	\$2,589.35
☒ Budget Funds Available	Dept./Division:	Neighborhood Services/Response
☐ Augmentation Required	Funding Source:	General Fund

PURPOSE/BACKGROUND:

The condition of the property was a public hazard and an attractive nuisance. The Department of Neighborhood Services declared the property in violation and started legal notification. When no corrective action was taken nor an appeal filed the Department of Neighborhood Services hired K O Construction, Inc to board the structure remove all trash and debris and post "No Trespassing" signs.

RECOMMENDATION:

1. That the City Council approve the report of expenses in the amount of \$2,589.35 in order that the above charges be filed and recorded against the property constituting a special assessment and lien. 2. Authorize that the Notice and Lien of Assessment be duly recorded with the County Treasurer

BACKUP DOCUMENTATION:

1. Agenda Memo
2. Location Map
3. Report of Expenses
4. Contractor Disclosure
5. Notice of Public Hearing
6. Chronological List of Events
7. Copy of the Notice and Claim of Lien
8. Video shown but not submitted

MOTION:

WEEKLY - APPROVED the action of Neighborhood Services - UNANIMOUS

MINUTES:

MAYOR GOODMAN declared the Public Hearing open.

ORLANDO SANCHEZ, Director, Neighborhood Services, presented a video of the subject property and stated that it has been an active case since May 3, 2003. After due process and no corrective action taken by the property owner to abate the public hazard and attractive nuisance, Neighborhood Services declared the property to be in violation and started legal notification. When no corrective action was taken or appeal filed, K.O. Construction was hired to board the structure, clean the property and post "No Trespassing" signs. MR. SANCHEZ recommended the City Council approve the report of expenses in the amount of \$2,589.35 in order that the charges be filed and recorded against the property, constituting a special assessment and lien and authorizing that the Notice and Lien of Assessment be filed and recorded with the County Treasurer's Office.

CITY COUNCIL MEETING OF: OCTOBER 6, 2004

MINUTES - Continued:

MANUEL VILLARREAL, property owner, indicated that the property has now been sold as part of a divorce settlement. He asked for the opportunity to pay the amount in monthly installments. MAYOR GOODMAN explained that when a lien is placed on a property, the City will receive its money when the property is sold.

No one appeared in opposition.

MAYOR GOODMAN declared the Public Hearing closed.

(1:09 - 1:12)

3-164

AGENDA MEMO

CITY COUNCIL MEETING DATE: OCTOBER 6, 2004

DEPARTMENT: Neighborhood Services

ITEM DESCRIPTION: Public hearing to consider the report of expenses to recover costs for abatement of zoning violations at 1105 North 22nd Street.

PROPERTY OWNER: MANUEL VILLARREAL - Ward 5 (Weekly)

K O Construction, Inc completed work on July 24, 2004 at a cost of \$1,969.00, a boarding fee of \$325.00, plus a 15% administrative fee, for a total of \$2,589.35

Today's public hearing is to consider the Report of Expenses filed by the Department of Neighborhood Services and to hear any objections thereto. Under the Las Vegas Municipal Code dealing with nuisances, the City Council may make revisions or adjustments to the Report of Expenses as deemed proper. If the Report of Expenses is confirmed and accepted by the Council, the Council can then declare the charges to be a personal obligation on the part of the property owner or may order the charges assessed against the property by means of a Lien of Assessment. In this particular case, we recommend a Lien of Assessment.

If the Lien is approved by the Council, certified copies of the recorded lien will be given to the County Treasurer's Office and the amount of the assessment will be collected at the same time and in the same manner as ordinary property taxes. All laws applicable to the collection and enforcement of property taxes shall be applicable to such assessment, and the amount of the assessment will be added to the next regular property tax bill levied against the parcel.

TWENTY-FIRST S

TWENTY-SECOND S

TWENTY-THIRD S

EASTERN

HINKLE DR

CANA BOHITA 40 APART

SEARLES AVE

MELINDA AVE

DEMETRIUS AVE

TWENTY-FIRST ST

TWENTY-SECOND ST

TWENTY-THIRD ST

TWENTY-FOURTH ST

EASTERN AVE

HERESA AVE

THERESA AVE

JANSEN AVE

BRADY AVE

WASHINGTON AVE

CONSTANTINE AVE

CONSTANTINE AVE

WILLOUGHBY AVE

22ND ST

E

Memorandum

City of Las Vegas Neighborhood Services Department

To: Barbara Jo Ronemus, City Clerk

From: Orlando Sanchez, Director – Neighborhood Response Division

CC: File

Date: July 24, 2004

Re: Report of Expenses for the abatement of zoning violations at 1105 North 22nd Street - Ward 5 (Weekly)

After giving due process, notification, and an opportunity for an appeal hearing as specified in the Las Vegas Municipal Code for "Zoning Violations," the Department of Neighborhood Services caused the above referenced property to be corrected by boarding the structure, cleaning the property, and posting "No Trespassing" signs on the property. K O Construction completed work on July 24, 2004 at a cost of \$1,969.00. The Department of Neighborhood Services accepted these costs.

Contract Amount	\$1,969.00
Boarding Fee	\$ 325.00
Administrative Processing Fee	\$ <u>295.35</u>
TOTAL AMOUNT DUE	\$2,589.35

OWNER OF RECORD: MANUEL VILLARREAL

PROPERTY ABATED: 1105 NORTH 22ND STREET

ASSESSOR'S PARCEL: 139 26 611 101

LEGAL DESCRIPTION: GREATER LAS VEGAS 3 UNIT #5B AMD
PLAT BOOK 11 PAGE 41
LOT 87 BLOCK 3

EXHIBIT A

DISCLOSURE OF PRINCIPALS

The principals and partners of K.O. CONSTRUCTION INC
 more than a 1% interest in [Contracting Entity] or any principal of [Contracting Entity] are
 the following: K.O. CONST INC K.O. CONSTRUCTION INC

FULL NAME	BUSINESS ADDRESS	BUSINESS PHONE
1. CHRIS HARRISON	4855 W. MAULDING AVE	702-361-4221
2. EDWARD KOPE	LAS VEGAS, NV 89139	
3. ROSE KOPE		
4.		
5.		
6.		

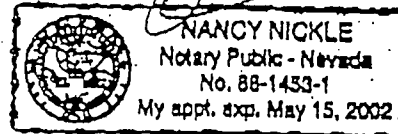
Continue list until full and complete disclosure is made.

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

By: [Signature] K.O. CONSTRUCTION INC
[Contracting Entity]

Subscribed and sworn to before me this
29 Day of October, 1999.

Nancy Nickle
 Notary Public





LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN
LAWRENCE WEEKLY
MICHAEL MACK
JANET MONCRIEF
STEVE WOLFSON

DOUGLAS A. SELBY
CITY MANAGER

**NOTICE OF PUBLIC HEARING
OCTOBER 6, 2004**

Pursuant to Title 9, Chapter 12 of the Las Vegas Municipal Code NOTICE IS HEREBY GIVEN THAT ON **Wednesday, October 6, 2004** at the hour of **1:00 P.M.**, in the Council Chambers, City Hall Complex, 400 Stewart Avenue, Las Vegas, Nevada, the City Council will consider the following **REPORT OF EXPENSES** submitted by the Director of Neighborhood Services incurred by the City of Las Vegas for:

Abatement of the property by boarding and cleaning the property located at **1105 NORTH 22ND STREET** legally described as **GREATER LAS VEGAS 3 UNIT #5B AMD, PLAT BOOK 11 PAGE 41 LOT 87 BLOCK 3** Owner of record at time of abatement: **MANUAEL VILLARREAL – WARD 5 (WEEKLY)**

The Director of Neighborhood Services certifies in the report that the sum of \$2,589.35 was expended (\$1,969.00 to KO Construction, Inc. for cleaning the property; and \$295.35 Administrative Processing Fee).

If upon hearing the report, the City Council is satisfied with the correctness of the expenses incurred by the City, it may order a lien of assessment recorded and given to the County Treasurer to be collected in the same manner as ordinary property taxes.

Any person interested in or affected by the proposed charge may file written protests or objections with the City Clerk at any time prior to the time set for the hearing on the Report of Expenses. Each such protest or objection must contain a description of the property in which the signer thereof is interested and the grounds of such protest or objection. The City Clerk shall endorse on every such protest or objection the date it was received by her. She shall present such protests or objections to the City Council at the time set for the hearing, and no other protests or objections shall be considered.

**BARBARA JO RONEMUS
CITY CLERK**

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

VOICE 702.229.6011
TDD 702.386.9108

www.lasvegasnevada.gov
18112-001-6/04

CASENO 13980

Sent Invoice (\$1,969) from KO Construction to Finance for payment. Sent file to Laura deArmond for Council.

INSP 8/4/2004 1:30:00 PM VICTORIA ROSEMORE

16) VERIFIED THAT GRAFFITI HAS BEEN REMOVED AND THE BROKEN BLOCK/WROUGHT IRON FENCE REMOVED FROM DW/ROW AREA. POST VIDEO TAPE AND FILE FORWARDED TO KATHY IN OFFICE.

MISC 8/3/2004 9:46:00 AM KATHY STEWART

Gave file to #16 to contact Chris w/KO Construction.

INSP 8/2/2004 1:13:00 PM VICTORIA ROSEMORE

16) OBSERVED PROPERTY CLEAN & SECURE. BOARDS PAINTED SAME AS BLDG. GRAFFITI ON R/Y FENCE W' SIDE OF PROPERTY AND A FALLEN PIECE OF BLOCK/WROUGHT IRON FENCE LAYING NEXT TO DW/ROW. POST VIDEO COMPLETE. CALLED CHRIS (858-7860) W/ KO TO ADDRESS ISSUES.

VIDREQ 7/29/2004 10:00:00 AM KATHY STEWART

E-mailed #24 & 16 Request for After Abatement Video.

MISC 7/29/2004 9:59:00 AM KATHY STEWART

Received invoice from KO Construction (\$1,969) for completion of abatement.

RECORD 7/23/2004 3:05:00 PM JESSICA LARRAMENDY

JL) Recorded N&O at Clark County. Book: 20040723 Inst: 03058.

AWARD 7/20/2004 3:04:00 PM LAURA DEARMOND

Ld) AWARDED TO K O CONSTRUCTION, WILL ABATE PROPERTY 7-26

BIDR 7/20/2004 2:47:00 PM LAURA DEARMOND

Ld) REC'D BIDS (1) K O CONSTRUCTION \$1969 (2) C&W \$2400 (3) WEAVER \$3300 (4) ADS \$3635

BIDS 7/13/2004 7:25:00 AM LAURA DEARMOND

Ld) FAXED BID TO CONTRACTORS; DUE BACK 7/16

VIDREQ 6/28/2004 11:36:00 AM KATHY STEWART

CONT'D)24)PRE-VIDEO) moment; it can be removed as their is a chain link fence adjacent/along this wooden section. Trees in front need to be trimmed away from overhanging sidewalk area. Tape to DS, file to LD for bids.

VIDREQ 6/28/2004 11:36:00 AM KATHY STEWART

24) Pre-Video completed. Vacant/open/accessible. Overgrown trees & vegetation. Open metal shed in carport & in rear yard. Two areas of wood dog-eared fence need replacement @ rear property line. The south property line has wooden fence about to drop any

INSP 6/7/2004 10:40:00 AM LYNN NIHIPALI

17)ASSESS FEE, NO CHANGE, TEL STILL OUT OF ORDER,HOUSE STILL VACATED, CONTINUE WITH ABATEMENT.CB 6/17

INSP 6/1/2004 10:35:00 AM LYNN NIHIPALI

17)ASSESS FEE, NOT EVEN SLIGHT IMPROVEMENT, TEL # STILL OUT OF SVC, HSE APPEARS VACATED, ONE MORE SHECK THEN REFER FOR ABATEMENT. CB 6/7

MISC 5/20/2004 7:16:00 AM STEPHANIE DEMOLEAS

NOTE: TRUSTEE SALE HAS BEEN CANCELLED

PHONE 5/20/2004 7:10:00 AM STEPHANIE DEMOLEAS

17) RCVD MSG FROM MANUEL TO CALL HIM AT 642-1022, BUT TEL IS NOT IS SVC. HE STATES HE IS GOING TO START WORKING ON RE-HABBBING RESIDENCE

NOPOST 5/19/2004 9:50:00 AM LAURA DEARMOND

17) N&O POSTED

INSP 5/19/2004 9:50:00 AM LAURA DEARMOND

17) NO CHANGE

NOTICE 5/18/2004 1:00:00 PM LAURA DEARMOND

Ld) SENT N&O TO OWNER: MANUEL VILLARREAL; POST 5/19; CB 6/1

RESEAR 5/4/2004 7:00:00 AM STEPHANIE DEMOLEAS

17) attempted to CALL NEVADA TRUSTEE SALE AT 733-9900, THE SALE# US-NV-11775. NO ANSWER, NO MACHINE. NO NEW OWNER INFO AT THIS TIME

INSP 5/3/2004 9:30:00 AM KATHY STEWART

17) PIX. C/N issued for high vegetation, trash, debris, overgrown trees blocking ROW; broken, missing section of wood fence; graffiti on fence; no door on storage closet under carport. No one home, house may be vacant. C/B 5/13.

APN 139-26-611-101

Ref # - 13980

NOTICE AND CLAIM OF LIEN OF ASSESSMENT

TO: MANNUEL VILLARREAL

(Reputed Owner(s)) at time of abatement.

Assessor's Parcel No.: 139-26-611-101
Commonly known as: 1105 NORTH 22ND STREET
Legal Description: GREATER LAS VEGAS 3
UNIT #5B AMD
PLAT BOOK 11 PAGE 41
LOT 87 BLOCK 3

On July 24, 2004, as provided in the Municipal Code, Title 9, Chapter 12, the City of Las Vegas caused the abatement of a nuisance condition on the following property after due notification.

Expenses in the amount of \$2,589.35 were incurred by the City of Las Vegas in the above nuisance condition abatement procedure.

The Las Vegas City Council, at a duly noticed public hearing held on October 6, 2004, ordered the above charges in the amount of \$2,589.35, assessed against the property by means of a Lien of Assessment, such a lien to be duly recorded and certified copies of said lien given to the County Treasurer for collection as ordinary property taxes. Said lien shall also be prior to and superior to all liens, claims, encumbrances and titles, other than liens of assessment and general taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to this lien.

All or any portion of this lien of assessment, which remains unpaid after 30 days from the date of the recording thereof on the assessment roll, shall become delinquent and shall accrue interest at the rate of 7 percent per annum from and after said date. This lien shall continue until the assessment, which forms the subject matter thereof, and all interest due and payable thereon, shall have been paid in full.


BARBARA JO RONEMUS, City Clerk
400 Stewart Avenue
Las Vegas, NV 89101 - (702) 229-6311

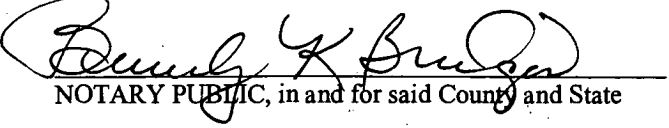
STATE OF NEVADA)

COUNTY OF CLARK)

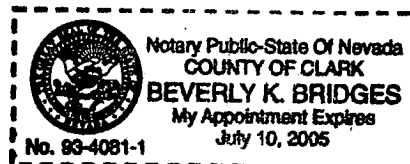
BARBARA JO RONEMUS, being duly sworn, deposes and says that she is the person who executed the foregoing instrument on behalf of the City of Las Vegas and that she has read the same and knows the contents thereof, that the matters stated herein are true to her own knowledge, except such matters as are stated to be on information and belief, and as to those matters, she believes them to be true.


BARBARA JO RONEMUS, City Clerk

Subscribed and sworn to before me this 8th day of October, 2004


NOTARY PUBLIC, in and for said County and State

WHEN RECORDED, RETURN TO:
CITY OF LAS VEGAS, DEPARTMENT OF NEIGHBORHOOD RESPONSE
400 STEWART AVENUE
Las Vegas, NV 89101



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 6, 2004

DEPARTMENT: NEIGHBORHOOD SERVICES

DIRECTOR: ORLANDO SANCHEZ

☐ **CONSENT** ☒ **DISCUSSION**

SUBJECT:

Public hearing to consider the report of expenses to recover costs for the abatement of zoning violations at 204 West Monroe Avenue. PROPERTY OWNER: JANICE ARBULU – Ward 5 (Weekly)

Fiscal Impact:

☐ No Impact	Amount:	\$3,279.35
☒ Budget Funds Available	Dept./Division:	Neighborhood Services/Response
☐ Augmentation Required	Funding Source:	General Fund

PURPOSE/BACKGROUND:

The condition of the property was a public hazard and an attractive nuisance. The Department of Neighborhood Services declared the property in violation and started legal notification. When no corrective action was taken nor an appeal filed the Department of Neighborhood Services hired K O Construction, Inc to board the structure remove all trash and debris and post "No Trespassing" signs.

RECOMMENDATION:

1. That the City Council approve the report of expenses in the amount of \$3,279.35 in order that the above charges be filed and recorded against the property constituting a special assessment and lien. 2. Authorize that the Notice and Lien of Assessment be duly recorded with the County Treasurer

BACKUP DOCUMENTATION:

1. Agenda Memo
2. Location Map
3. Report of Expenses
4. Contractor Disclosure
5. Notice of Public Hearing
6. Chronological List of Events
7. Copy of the Notice and Claim of Lien
8. Video shown but not submitted

MOTION:

WEEKLY - APPROVED the action of Neighborhood Services - UNANIMOUS

MINUTES:

MAYOR GOODMAN declared the Public Hearing open.

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

APPEARANCES:

OSCAR GOODMAN, Mayor
ORLANDO SANCHEZ, Director, Neighborhood Services
LAWRENCE WEEKLY, Councilman
DAN STILL, Deputy City Attorney
BETSY FRETWELL, Deputy City Manager

MAYOR GOODMAN declared the Public Hearing closed.

CITY COUNCIL MEETING OF: OCTOBER 6, 2004

MINUTES - Continued:

(1:12 - 1:26)

3-255

AGENDA MEMO

CITY COUNCIL MEETING DATE: OCTOBER 6, 2004

DEPARTMENT: Neighborhood Services

ITEM DESCRIPTION: Public hearing to consider the report of expenses to recover costs for abatement of zoning violations at 204 West Monroe Avenue.

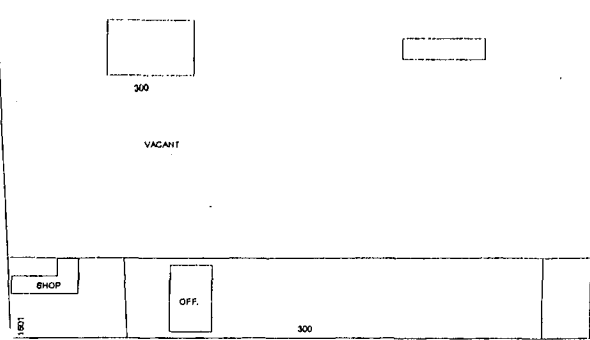
PROPERTY OWNER: JANICE ARBULU - Ward 5 (Weekly)

K O Construction, Inc completed work on July 28, 2004 at a cost of \$2,569.00, a boarding fee of \$325.00, plus a 15% administrative fee, for a total of \$3,279.35

Today's public hearing is to consider the Report of Expenses filed by the Department of Neighborhood Services and to hear any objections thereto. Under the Las Vegas Municipal Code dealing with nuisances, the City Council may make revisions or adjustments to the Report of Expenses as deemed proper. If the Report of Expenses is confirmed and accepted by the Council, the Council can then declare the charges to be a personal obligation on the part of the property owner or may order the charges assessed against the property by means of a Lien of Assessment. In this particular case, we recommend a Lien of Assessment.

If the Lien is approved by the Council, certified copies of the recorded lien will be given to the County Treasurer's Office and the amount of the assessment will be collected at the same time and in the same manner as ordinary property taxes. All laws applicable to the collection and enforcement of property taxes shall be applicable to such assessment, and the amount of the assessment will be added to the next regular property tax bill levied against the parcel.

DS
31
400
401
TRICE
ATION
100



INTERSTATE RT
NO 15

INTERSTAT.

OWENS AVE

HARRISON AVE

VAN BUREN AVE

JACKSON AVE

MONROE AVE

MADISON AVE

INTERSTATE ROUTE 15

INTERSTATE ROUTE-NO 15

U.P.R.R.

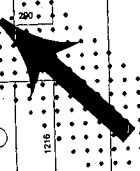
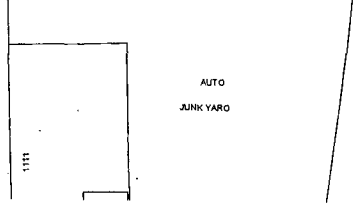
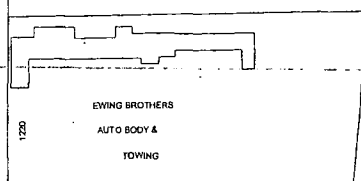
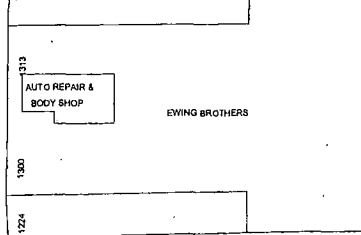
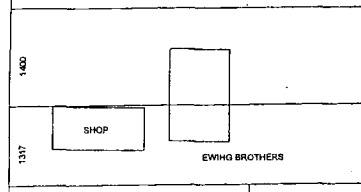
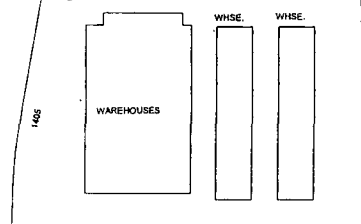
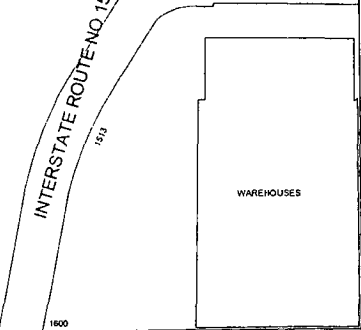
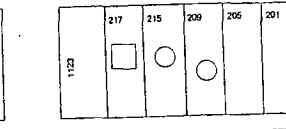
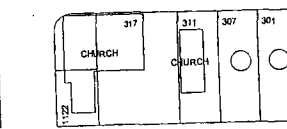
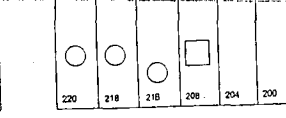
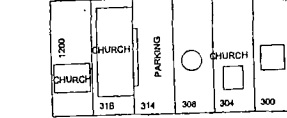
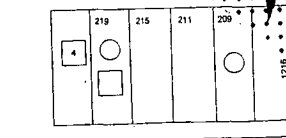
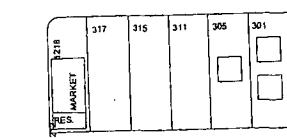
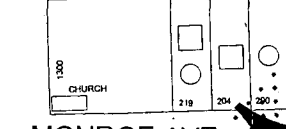
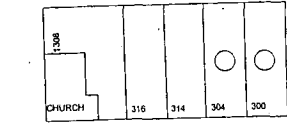
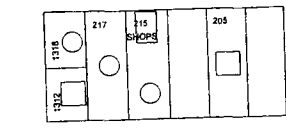
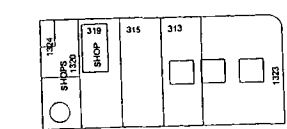
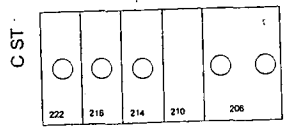
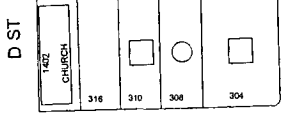
D ST

C ST

B ST

A ST

JAMES
GAY
PARK



Memorandum

City of Las Vegas Neighborhood Services Department

To: Barbara Jo Ronemus, City Clerk
From: Orlando Sanchez, Director – Neighborhood Response Division
CC: File
Date: July 28, 2004
Re: Report of Expenses for the abatement of zoning violations at 204 West Monroe Avenue - Ward 5 (Weekly)

After giving due process, notification, and an opportunity for an appeal hearing as specified in the Las Vegas Municipal Code for "Zoning Violations," the Department of Neighborhood Services caused the above referenced property to be corrected by boarding the structure, cleaning the property, and posting "No Trespassing" signs on the property. K O Construction completed work on July 28, 2004 at a cost of \$2,569.00. The Department of Neighborhood Services accepted these costs.

Contract Amount	\$2,569.00
Boarding Fee	\$ 325.00
Administrative Processing Fee	\$ <u>385.35</u>
TOTAL AMOUNT DUE	\$3,279.35

OWNER OF RECORD: JANICE ARBULU
PROPERTY ABATED: 204 WEST MONROE AVENUE
ASSESSOR'S PARCEL: 139 27 111 068
LEGAL DESCRIPTION: VALLEY VIEW ADD
PLAT BOOK 1 PAGE 50
LOT 2 BLOCK 19

EXHIBIT A

DISCLOSURE OF PRINCIPALS

The principals and partners of K.O. CONSTRUCTION INC
 more than a 1% interest in [Contracting Entity] or any principal of [Contracting Entity] are
 the following: K.O. CONST INC K.O. CONSTRUCTION INC

FULL NAME	BUSINESS ADDRESS	BUSINESS PHONE
1. CHRIS HARRISON	4855 W. MAULDING AVE	702-361-4221
2. EDWARD KOPE	LAS VEGAS, NV 89139	
3. ROSE KOPE		
4.		
5.		
6.		

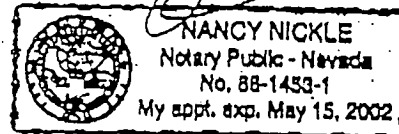
Continue list until full and complete disclosure is made.

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

[Contracting Entity] K.O. CONSTRUCTION INC
 By: [Signature]

Subscribed and sworn to before me this
29 Day of October, 1999.

Nancy Nickle
 Notary Public





LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN
LAWRENCE WEEKLY
MICHAEL MACK
JANET MONCRIEF
STEVE WOLFSON

DOUGLAS A. SELBY
CITY MANAGER

NOTICE OF PUBLIC HEARING
OCTOBER 6, 2004

Pursuant to Title 9, Chapter 12 of the Las Vegas Municipal Code NOTICE IS HEREBY GIVEN THAT ON **Wednesday, October 6, 2004** at the hour of **1:00 P.M.**, in the Council Chambers, City Hall Complex, 400 Stewart Avenue, Las Vegas, Nevada, the City Council will consider the following **REPORT OF EXPENSES** submitted by the Director of Neighborhood Services incurred by the City of Las Vegas for:

Abatement of the property by boarding and cleaning the property located at **204 WEST MONROE AVENUE** legally described as **VALLEY VIEW ADD, PLAT BOOK 1 PAGE 50 LOT 2 BLOCK 19** Owner of record at time of abatement: **JANICE ARBULU – WARD 5 (WEEKLY)**

The Director of Neighborhood Services certifies in the report that the sum of \$3,279.35 was expended (\$2,569.00 to KO Construction, Inc. for cleaning the property; and \$385.35 Administrative Processing Fee).

If upon hearing the report, the City Council is satisfied with the correctness of the expenses incurred by the City, it may order a lien of assessment recorded and given to the County Treasurer to be collected in the same manner as ordinary property taxes.

Any person interested in or affected by the proposed charge may file written protests or objections with the City Clerk at any time prior to the time set for the hearing on the Report of Expenses. Each such protest or objection must contain a description of the property in which the signer thereof is interested and the grounds of such protest or objection. The City Clerk shall endorse on every such protest or objection the date it was received by her. She shall present such protests or objections to the City Council at the time set for the hearing, and no other protests or objections shall be considered.

BARBARA JO RONEMUS
CITY CLERK

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

VOICE 702.229.6011
TDD 702.386.9108
www.lasvegasnevada.gov
18112-001-6/04

CASENO 12824

Ld) SENT REPORT OF EXPENSES TO OWNER JANICE ARBULU CONTRACT AMOUNT \$2,569.00, BOARDING FEE \$325.00, ADMIN FEE \$385.35, TOTAL \$3,279.35

MISC 8/6/2004 2:32:00 PM KATHY STEWART

Sent Invoice (\$2,569) from KO Construction to Finance for payment. Sent file to Laura deArmond for Council.

INSP 8/3/2004 1:30:00 PM VICTORIA ROSEMORE

16) OBSERVED ALL STRUCTURES SECURE. PROPERTY CLEAN. ALL REFUSE/WASTE GONE. NO GRAFFITI. NO TRESPASS SIGNS POSTED. BOARDS PAINTED THE SAME AS STRUCTURE. ALL HIGH VEG REMOVED. POST VIDEO COMPLETE AND FORWARDED TO KATHY IN OFFICE WITH FILE.

VIDREQ 7/29/2004 10:14:00 AM KATHY STEWART

E-mailed #24 & #16 Request for After Abatement Video.

MISC 7/29/2004 10:13:00 AM KATHY STEWART

Received invoice from KO Construction for completion of abatement.

BIDA 7/27/2004 2:28:00 PM KATHY STEWART

Faxed Award letter to KO Construction. Contractor to call with a start date.

DIRECT 7/27/2004 12:04:00 PM KATHY STEWART

Per David Semenza, award bid (boarding/cleaning) to lowest bidder, KO Construction-\$2,569.

BIDR 7/27/2004 11:34:00 AM KATHY STEWART

Received bids from contractors; (1) KO Construction - \$2,569; (2) Weaver Construction - \$3,100; (3) ADS Consulting - \$3,132.

RECORD 7/23/2004 2:42:00 PM JESSICA LARRAMENDY

JL) Recorded N&O at Clark County. Book: 20040723 Inst: 03049.

MISC 7/20/2004 2:36:00 PM LAURA DEARMOND

Ld) CERT LETTER TO OWNER JANICE ARBULU RETURNED UNCLAIMED

BIDS 7/20/2004 10:16:00 AM LAURA DEARMOND

Ld) FAXED BID TO CONTRACTORS, DUE BACK 7-23

INSP 7/9/2004 1:07:00 PM KATHY STEWART

24) Pre-video completed. Structures are open & accessible to vagrants, several going in & out as I was present. High weeds & vegetation, refuse & waste. Dumping garbage in alley just behind this locations. Tape to DS & file to KS to proceed w/abatement.

INSP 7/6/2004 8:02:00 AM MARIA VIGIL

19) NO CHANGE. REFER TO 24 FOR ABATEMENT.

NOPOST 6/22/2004 2:20:00 PM LYNN NIHIPALI

21) POSTED PROPERTY CB 7/6

INSP 6/22/2004 2:20:00 PM LYNN NIHIPALI

21) 21) VIOLATIONS REMAIN CB 7/6

NOTICE 6/21/2004 3:36:00 PM LAURA DEARMOND

Ld) SENT N&O TO OWNER JANICE ARBULU

INSP 6/17/2004 9:35:00 AM LAURA DEARMOND

21) NO CHANGE, SWITCH TO N&O

INSP 5/17/2004 8:30:00 AM KATHY STEWART

21) No change. (Add: Two stored vehicles on vacant property (secure). Case is on hold until 6/7.

INSP 4/6/2004 3:00:00 PM LYNN NIHIPALI

17) EVALUATED PROPERTY, SEE VIOLATIONS

APN 139-27-111-068
Ref # - 12824

NOTICE AND CLAIM OF LIEN OF ASSESSMENT

TO: JANICE ARBULU
(Reputed Owner(s)) at time of abatement.

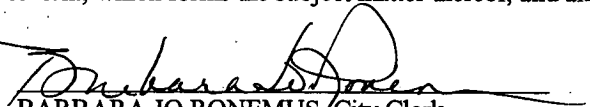
Assessor's Parcel No.: **APN 139-27-111-068**
Commonly known as: **204 WEST MONROE AVENUE**
Legal Description: **VALLEY VIEW ADD**
PLAT BOOK 1 PAGE 50
LOT 2 BLOCK 19

On July 28, 2004, as provided in the Municipal Code, 16.08, Section 302, the City of Las Vegas caused the abatement of a nuisance condition on the following property after due notification.

Expenses in the amount of **\$3,279.35** were incurred by the City of Las Vegas in the above nuisance condition abatement procedure.

The Las Vegas City Council, at a duly noticed public hearing held on **October 6, 2004**, ordered the above charges in the amount of **\$3,279.35**, assessed against the property by means of a Lien of Assessment, such a lien to be duly recorded and certified copies of said lien given to the County Treasurer for collection as ordinary property taxes. Said lien shall also be prior to and superior to all liens, claims, encumbrances and titles, other than liens of assessment and general taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to this lien.

All or any portion of this lien of assessment, which remains unpaid after 30 days from the date of the recording thereof on the assessment roll, shall become delinquent and shall accrue interest at the rate of 7 percent per annum from and after said date. This lien shall continue until the assessment, which forms the subject matter thereof, and all interest due and payable thereon, shall have been paid in full.

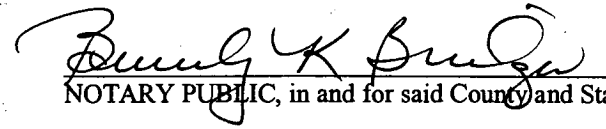

BARBARA JO RONEMUS, City Clerk
400 Stewart Avenue
Las Vegas, NV 89101 - (702) 229-6311

STATE OF NEVADA)
COUNTY OF CLARK)

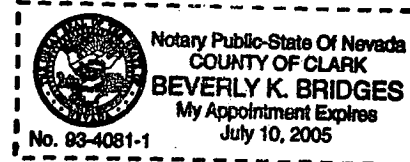
BARBARA JO RONEMUS, being duly sworn, deposes and says that she is the person who executed the foregoing instrument on behalf of the City of Las Vegas and that she has read the same and knows the contents thereof, that the matters stated herein are true to her own knowledge, except such matters as are stated to be on information and belief, and as to those matters, she believes them to be true.


BARBARA JO RONEMUS, City Clerk

Subscribed and sworn to before me this 8th day of October, 2004


NOTARY PUBLIC, in and for said County and State

WHEN RECORDED, RETURN TO:
CITY OF LAS VEGAS, DEPARTMENT OF NEIGHBORHOOD RESPONSE
400 STEWART AVENUE
LAS VEGAS, NV 89101



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 6, 2004

DEPARTMENT: NEIGHBORHOOD SERVICES

DIRECTOR: ORLANDO SANCHEZ

☐ CONSENT ☒ DISCUSSION

SUBJECT:

Public hearing to consider the report of expenses to recover costs for the abatement of zoning violations at 824 Shetland Road. PROPERTY OWNERS: VICTOR C. & LETICIA L. CHARNETSKY – Ward 1 (Moncrief)

Fiscal Impact:

☐ No Impact	Amount:	\$1,443.25
☒ Budget Funds Available	Dept./Division:	Neighborhood Services/Response
☐ Augmentation Required	Funding Source:	General Fund

PURPOSE/BACKGROUND:

The Department of Neighborhood Services declared the property in violation and started legal notification. When no corrective action was taken nor an appeal filed the Department of Neighborhood Services hired Weaver, Inc to clean the property.

RECOMMENDATION:

1. That the City Council approve the report of expenses in the amount of \$1,443.25 in order that the above charges be filed and recorded against the property constituting a special assessment and lien. 2. Authorize that the Notice and Lien of Assessment be duly recorded with the County Treasurer

BACKUP DOCUMENTATION:

1. Agenda Memo
2. Location Map
3. Report of Expenses
4. Contractor Disclosure
5. Notice of Public Hearing
6. Chronological List of Events
7. Copy of the Notice and Claim of Lien

MOTION:

REESE - Motion to STRIKE Item 71 [824 Shetland Road] and Item 111 [SUP-4593], TABLE Item 114 [SUP-4808] and to HOLD IN ABEYANCE Item 120 [SUP-4918] to 10/20/2004 - UNANIMOUS with GOODMAN abstaining on Item 114 [SUP-4808] as he has a business relationship with ATTORNEY JAY BROWN

MINUTES:

There was no discussion.

(1:04 - 1:07)

3-1

AGENDA MEMO

CITY COUNCIL MEETING DATE: OCTOBER 6, 2004

DEPARTMENT: Neighborhood Services

ITEM DESCRIPTION: Public hearing to consider the report of expenses to recover costs for abatement of zoning violations at 824 Shetland Road.

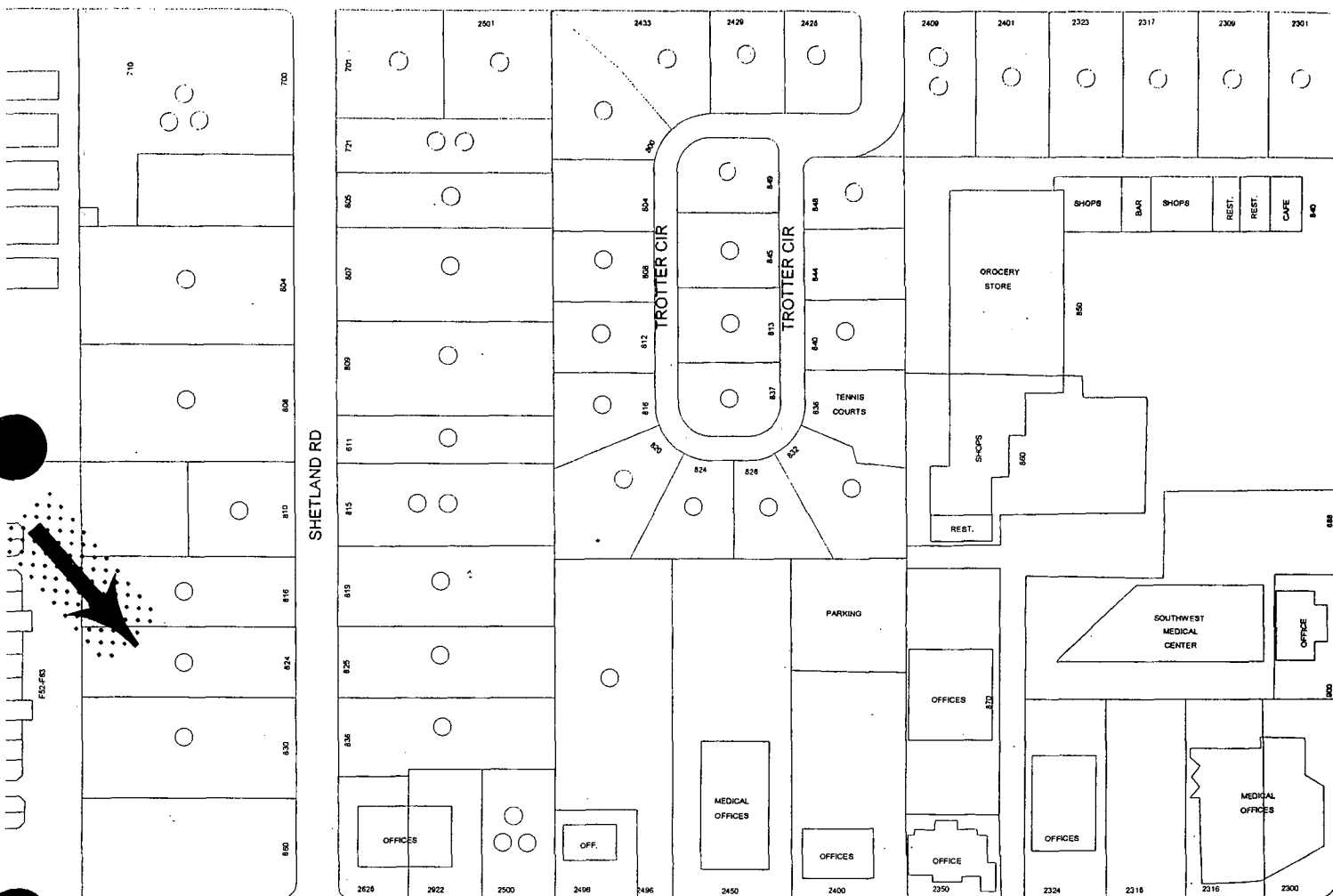
PROPERTY OWNERS: VICTOR C. & LETICIA L. CHARNETSKY - Ward 1 (Moncrief)

Weaver, Inc completed work on July 8, 2004 at a cost of \$1,255.00 plus a 15% administrative fee, for a total of \$1,443.25

Today's public hearing is to consider the Report of Expenses filed by the Department of Neighborhood Services and to hear any objections thereto. Under the Las Vegas Municipal Code dealing with nuisances, the City Council may make revisions or adjustments to the Report of Expenses as deemed proper. If the Report of Expenses is confirmed and accepted by the Council, the Council can then declare the charges to be a personal obligation on the part of the property owner or may order the charges assessed against the property by means of a Lien of Assessment. In this particular case, we recommend a Lien of Assessment.

If the Lien is approved by the Council, certified copies of the recorded lien will be given to the County Treasurer's Office and the amount of the assessment will be collected at the same time and in the same manner as ordinary property taxes. All laws applicable to the collection and enforcement of property taxes shall be applicable to such assessment, and the amount of the assessment will be added to the next regular property tax bill levied against the parcel.

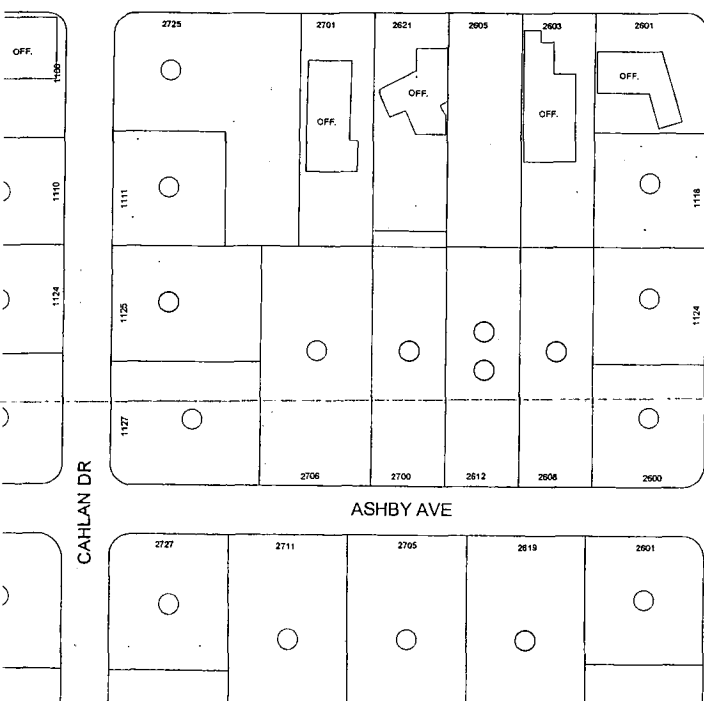
PALOMINO LN



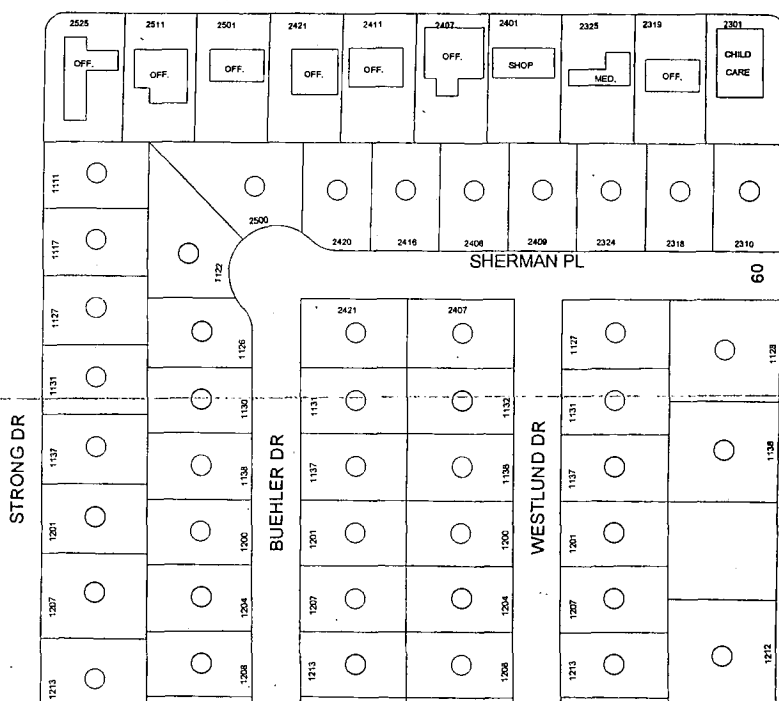
RANCHO DR

CHARLESTON BLVD

CHARLESTON BLVD



ASHBY AVE



SHERMAN PL

RANCHO DR

Memorandum

City of Las Vegas
Neighborhood Services Department

To: Barbara Jo Ronemus, City Clerk

From: Orlando Sanchez, Director – Neighborhood Response Division

CC: File

Date: July 8, 2004

Re: Report of Expenses for the abatement of zoning violations at 824 Shetland Road - Ward 1
(Moncrief)

After giving due process, notification, and an opportunity for an appeal hearing as specified in the Las Vegas Municipal Code for "Zoning Violations," the Department of Neighborhood Services caused the above referenced property to be corrected by cleaning the property. Weaver, Inc completed work on July 8, 2004 at a cost of \$1,255.00. The Department of Neighborhood Services accepted these costs.

Contract Amount	\$1,255.00
Administrative Processing Fee	\$ <u>188.25</u>
TOTAL AMOUNT DUE	\$1,443.25

OWNERS OF RECORD: VICTOR C. & LETICIA L. CHARNETSKY

PROPERTY ABATED: 824 SHETLAND ROAD

ASSESSOR'S PARCEL: 139 32 801 008

LEGAL DESCRIPTION: PT SW4 SE4 SEC 32 20 61

WEAVER CONSTRUCTION

"GENERAL ENGINEERING"

2590 NORTH NELLIS BLVD.

LAS VEGAS, NEVADA 89115

EXHIBIT A

DISCLOSURE OF PRINCIPALS

The principals and partners of Weaver Construction and
all persons and entities holding more than a 1% interest in
Weaver Construction or any principal of
Weaver Construction are the following:

<u>FULL NAME</u>	<u>BUSINESS ADDRESS</u>	<u>BUSINESS PHONE</u>
1. Phil Weaver	2590 N. Nellis Blvd. LV, NV	644-1088
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____
6. _____	_____	_____

Continue list until full and complete disclosure is made

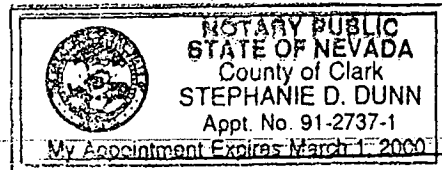
I certify under penalty of perjury, that the foregoing list is
full and complete.

Weaver Construction

BY: Phyllis Weaver
Phyllis Weaver, Office Mgr.

Subscribed and sworn to before me
this 28 day of October, 1999.

Stephanie D. Dunn
Notary Public





LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN
LAWRENCE WEEKLY
MICHAEL MACK
JANET MONCRIEF
STEVE WOLFSON

DOUGLAS A. SELBY
CITY MANAGER

**NOTICE OF PUBLIC HEARING
OCTOBER 6, 2004**

Pursuant to Title 9, Chapter 12 of the Las Vegas Municipal Code NOTICE IS HEREBY GIVEN THAT ON **Wednesday, October 6, 2004** at the hour of **1:00 P.M.**, in the Council Chambers, City Hall Complex, 400 Stewart Avenue, Las Vegas, Nevada, the City Council will consider the following **REPORT OF EXPENSES** submitted by the Director of Neighborhood Services incurred by the City of Las Vegas for:

Abatement of the property by cleaning the property located at **824 SHETLAND ROAD** legally described as **PT SW4 SE4 SEC 32 20 61** Owner of record at time of abatement: **VICTOR C. & LETICIA L. CHARNETSKY – WARD 1 (MONCRIEF)**

The Director of Neighborhood Services certifies in the report that the sum of \$1,443.25 was expended (\$1,255.00 to Weaver, Inc. for cleaning the property; and \$188.25 Administrative Processing Fee).

If upon hearing the report, the City Council is satisfied with the correctness of the expenses incurred by the City, it may order a lien of assessment recorded and given to the County Treasurer to be collected in the same manner as ordinary property taxes.

Any person interested in or affected by the proposed charge may file written protests or objections with the City Clerk at any time prior to the time set for the hearing on the Report of Expenses. Each such protest or objection must contain a description of the property in which the signer thereof is interested and the grounds of such protest or objection. The City Clerk shall endorse on every such protest or objection the date it was received by her. She shall present such protests or objections to the City Council at the time set for the hearing, and no other protests or objections shall be considered.

**BARBARA JO RONEMUS
CITY CLERK**

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

VOICE 702.229.6011

TDD 702.386.9108

www.lasvegasnevada.gov
18112-001-6/04

CASENO 12267

RECORD 8/19/2004 2:09:00 PM JESSICA LARRAMENDY
JL) Recorded N&O at Clark County. Book: 20040819 Inst: 02614

MISC 8/17/2004 2:50:00 PM LAURA DEARMOND
Ld) SENT WEAVER INVOICE \$1,255.00 TO FINANCE

MISC 8/16/2004 1:25:00 PM JESSICA LARRAMENDY
JL) REMOVED \$188.25 FEE (15%) BILLED. SHOULD NOT HAVE BILLED FOR ABATEMENT AMOUNT AT THIS TIME.

VIDREQ 7/14/2004 8:03:00 AM LAURA DEARMOND
Ld) REC'D INVOICE & SENT VIDEO REQUEST TO PAM HINES

INSP 7/12/2004 12:18:00 PM LAURA DEARMOND
24) ...ONLY A LITTER N&O WE SENT-PAM. TAPE TO DS & COPY OF THIS REPORT TO LD FOR FILE.

VIDREQ 7/12/2004 12:18:00 PM LAURA DEARMOND
24) POST VIDEO COMPLETED. ALL OVERGROWN VEG & LITTER REMOVED. GATES PADLOCKED, SIGNS POSTED. *DAVE, DO YOU CARE THAT BOARDS ARE NOT SAME COLOR AS THE HOUSE SINCE THE HOUSE ITSELF IS NOT FINISHED? I DON'T THINK IT WAS PUT IN THE N&O AS IT WAS (CONT...)

BIDA 6/28/2004 1:58:00 PM LAURA DEARMOND
Ld) AWARDED TO WEAVER INC; WILL START 7/6

EMAIL 6/28/2004 10:43:00 AM ERIN HERNANDEZ
erh) emailed pam for car update

VIDREQ 6/3/2004 8:07:00 AM LAURA DEARMOND
Ld) P.H. SAID SHE WOULD VIDEO THIS PROPERTY TODAY

BIDR 6/2/2004 12:19:00 PM LAURA DEARMOND
Ld) REC'D BIDS (1) WEAVER INC \$1,255.00 (2) K O CONSTRUCTION \$1,569.00 (3) C&W ENTERPRISES \$1,800.00

BIDS 5/26/2004 9:36:00 AM LAURA DEARMOND
Ld) FAXED BID TO CONTRACTORS; DUE BACK 6/1

INSP 5/18/2004 4:26:00 PM FABIANA AXELROD
22) NO IMPROVEMENT SINCE LAST INSPECTION 5/2/04. TREE IN FRONT OF PROPERTY NEEDS TO BE PRUNED. TREE BRANCHES/LIMBS FALLEN TO THE GROUND. PIX. CASE REFER TO DS FOR REVIEW.

DIRECT 5/17/2004 11:17:00 AM ERIN HERNANDEZ
this is now a CAR complaints about high weeds and vacant for 5yrs now. as of 5/13

INSP 5/2/2004 12:43:00 PM FABIANA AXELROD
22) NO IMPROVEMENT SINCE LAST INSPECTION ON 4/19/04. CB 5/18/04

MISC 4/20/2004 9:37:00 AM FABIANA AXELROD
22) PER 24, DS GOT RESPONSE FROM PROPERTY OWNER INDICATING WILL HAVE PLANS DRAWN IN CA. REFER TO DS

INSP 4/19/2004 4:06:00 PM FABIANA AXELROD
22) NO CHANGES/IMPROVEMENTS SINCE 4/7/04.

NOPOST 4/18/2004 3:00:00 PM FABIANA AXELROD
22) N&O POSTED ON-SITE.

MISC 4/6/2004 2:34:00 PM LAURA DEARMOND
Ld) N&O LETTER ATTACHED IN OLE.

NOTICE 4/6/2004 2:31:00 PM LAURA DEARMOND
Ld) SENT BOARDED BLDG NUISANCE NOTICE TO OWNERS: VICTOR & LETICIA CHARNETSKY; POST 4/7, CB 4/19

NOREQ 4/5/2004 9:00:00 AM LAURA DEARMOND
24) N&O REQUESTED

INSP 4/5/2004 8:00:00 AM LAURA DEARMOND
24) PROVIDE MITIGATION PLAN AS REQ PER CODE, STRUCTURE HAS BEEN VACANT AT LEAST 7 YEARS. REMOVE H/VEG.

APN 139 32 801 008

Case #12267

NOTICE AND CLAIM OF LIEN OF ASSESSMENT

TO: VICTOR C. & LETICIA L. CHARNETSKY

(Reputed Owner(s)) at time of abatement.

Assessor's Parcel No.: 139 32 801 008

Commonly known as: 824 SHETLAND ROAD

Legal Description: PT SW4 SE4 SEC 32 20 61

On July 8, 2004, as provided in the Municipal Code, Title 9, Chapter 12, the City of Las Vegas caused the abatement of a nuisance condition on the following property after due notification.

Expenses in the amount of \$1,443.25 were incurred by the City of Las Vegas in the above nuisance condition abatement procedure.

The Las Vegas City Council, at a duly noticed public hearing held on October 6, 2004, ordered the above charges in the amount of \$1,443.25 assessed against the property by means of a Lien of Assessment, such a lien to be duly recorded and certified copies of said lien given to the County Treasurer for collection as ordinary property taxes. Said lien shall also be prior to and superior to all liens, claims, encumbrances and titles, other than liens of assessment and general taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to this lien.

All or any portion of this lien of assessment, which remains unpaid after 30 days from the date of the recording thereof on the assessment roll, shall become delinquent and shall accrue interest at the rate of 7 percent per annum from and after said date. This lien shall continue until the assessment, which forms the subject matter thereof, and all interest due and payable thereon, shall have been paid in full.

BARBARA JO RONEMUS, City Clerk
400 Stewart Avenue
Las Vegas, NV 89101 - (702) 229-6311

STATE OF NEVADA)

)
COUNTY OF CLARK)

BARBARA JO RONEMUS, being duly sworn, deposes and says that she is the person who executed the foregoing instrument on behalf of the City of Las Vegas and that she has read the same and knows the contents thereof, that the matters stated herein are true to her own knowledge, except such matters as are stated to be on information and belief, and as to those matters, she believes them to be true.

BARBARA JO RONEMUS, City Clerk

Subscribed and sworn to before me this ____ day of _____, 2004

NOTARY PUBLIC, in and for said County and State

WHEN RECORDED, RETURN TO:

CITY OF LAS VEGAS, DEPARTMENT OF NEIGHBORHOOD RESPONSE

400 STEWART AVENUE

LAS VEGAS, NV 89101

**CITY COUNCIL MEETING OF
October 6, 2004**

VERBATIM TRANSCRIPT — ITEM 70

**PUBLIC HEARING TO CONSIDER THE REPORT OF EXPENSES TO RECOVER
COSTS FOR THE ABATEMENT OF ZONING VIOLATIONS AT 204 WEST MONROE
AVENUE. PROPERTY OWNER: JANICE ARBULU**

Appearance List:

OSCAR GOODMAN, Mayor

ORLANDO SANCHEZ, Director, Neighborhood Services

LAWRENCE WEEKLY, Councilman

DAN STILL, Deputy City Attorney

BETSY FRETWELL, Deputy City Manager

(1:12 – 1:26)

3-256

14 minutes

Typed by: Angela Crolli

Proofed by: Stacey Campbell

CITY COUNCIL MEETING OF
October 6, 2004

VERBATIM TRANSCRIPT — ITEM 70

18 **MAYOR GOODMAN**

19 Item Number 70 is a Public Hearing to consider the report of expenses to recover costs for the
20 abatement of zoning violations at 204 West Monroe Avenue. The property owners is Janice
21 Arbulu. This is in Ward 5. It's a public hearing, which is now open. Mr. Sanchez?

22
23 **ORLANDO SANCHEZ**
24 Again, Mayor and Council, Orlando Sanchez, Director of Neighborhood Services. This been,
25 this has been an active case since September 3rd 2003. After due process and no corrective
26 action being taken by the property owner to abate the public hazard and attractive nuisance, the
27 property was declared to be in violation and legal notification process began. After legal –
28 notification and still no corrective action being taken nor an appeal filed, we hired K. O.
29 Construction to board the structure, remove all trash and debris and post the property with “No
30 Trespassing” signs. It is the recommendation of Neighborhood Services that the City Council
31 approve the report of expenses in the amount of three thousand, two hundred and seventy nine
32 dollars and thirty five cents, and that the above charges be filed and recorded against the property
33 constituting a special assessment and lien and authorize that the Notice and Lien of Assessment
34 be duly recorded with the County Treasurer.

35
36 **MAYOR GOODMAN**
37 All right. Thank you very much. Any questions of Mr. Sanchez? Okay. Is Janice Arbulu or a
38 representative of her here who wants to speak? All right. Folks, a public hearing, would
39 anybody like to be heard? We'll close the public hearing, then. Councilman Weekly.

40
41 **COUNCILMAN WEEKLY**
42 Thank you, Your Honor. Your Honor, this is the type of stuff that one of our constituent, Mr.
43 Contreras, was speaking in terms of earlier, in our morning session. And it absolutely makes no
44 sense to me that we would spend the amount of money that we do to go in and abate these
45 properties when in essence many of the property owners who have properties that are dilapidated
46 and fully blighted, they continue to turn their heads the other way, and we have to continue to
47 allow these type of structures to main, to remain in this community. And I – just don't.

CITY COUNCIL MEETING OF
October 6, 2004

VERBATIM TRANSCRIPT — ITEM 70

48 understand why is that we cannot approve, to just, not – have just have it abated, but have it
49 demolished, because obviously the property owner doesn't care anything, not only about their
50 property, but the neighborhood in which it sits.

51 And so, I support this motion today, to follow staff's recommendation, but I would suggest, Mr.
52 Sanchez, I – would deeply appreciate it if there was some type of way, and I know Councilman
53 Reese has spoke to me in reference to trying to get together with the City Attorneys to find out
54 how can we go in to demolish properties like this. I mean, it absolutely makes no sense, and so
55 any suggestions that you may have, Mr. Sanchez, I would greatly appreciate it. But I'll follow
56 your recommendation today.

57

58 **ORLANDO SANCHEZ**

59 Thank you.

60

61 **MAYOR GOODMAN**

62 All right. Before we vote on that, Councilman, during the noon hour I had the occasion to speak
63 to Mr. Still –

64

65 **COUNCILMAN WEEKLY**

66 Yes, Sir.

67

68 **MAYOR GOODMAN**

69 – who's been doing the research for the City, as far as the demolition of these boarded up
70 structures, and he advises me that there are issues of liability if we should go forward and
71 demolish a property under, I guess, it's 18 USC, 1983 under the Civil Rights Act of depriving
72 people of due process. And he's going to research a little further, but the bottom line is, he will
73 direct City staff when they go in to board up the property to enter the interior of the property to
74 see whether or not there's a dangerous condition. If there's a dangerous condition, then the
75 property, then we can consider it a blight and it will make our job a lot easier because if there's a
76 blight there we're able to obliterate the – blight, and that's the approach we're going to take
77 immediately when there's a, is that a fair statement?

CITY COUNCIL MEETING OF
October 6, 2004

VERBATIM TRANSCRIPT — ITEM 70

78 **DAN STILL**

79 It is, Your Honor. As we discussed about liability and some other issues at lunch, I – mean, I can
80 get with you off line, Councilman, and explain some of those things. But I don't want to create a
81 situation where we're moving headlong without fully understanding all the ramifications for you,
82 as individual Council persons and our staff that make decisions concerning these properties that
83 may be considered a taking under 1983, which could, theoretically, and probably not
84 theoretically, if a smart lawyer is thinking good, it could expose personal checkbooks to liability
85 if this is done intentionally. And if we go mow down a property that we know is, does not meet
86 the standard outlined in the code, we – myself included, all face that potential, that our individual
87 checkbooks are on the line because we have violated their constitutional right intentionally. So,
88 that is the issue and that is the issue that I would advi, I'm trying to advise you, as a Council, and
89 – my staff, or my staff, our staff, that I don't want to see anybody in that shoe, in those shoes.
90 saw that happen in Tacoma, Washington, one time when I was up there representing them, and it
91 is not pleasant, and it's something that I would feel like I haven't done my job if I put anybody in
92 the City in a position like that where they were individually named in a law suit and all of the
93 sudden we're exposed to personal liability that could not be covered by the, by our own
94 insurance.

95

96 **COUNCILMAN WEEKLY**

97 And I appreciate that, Mr. Still, and I can say, I appreciate your legal information and you all
98 know the law way better than – I do. But when we talk about someone's civil rights and the due
99 process, what due process and civil rights are we given to people who have to continue to look at
100 this, but yet we have come back, ever since I've been on this Council now, about four and a half
101 years now, and we've been saying the same thing. Help me understand this. No one can
102 challenge the law? Can the laws be changed? I mean, we amend – ordinances and laws are
103 changed every single day and I'm not understanding, I mean is it, and you know, it really gets to
104 me because I – hate that we have to always jump on this bandwagon and talk about, well, it's just
105 this particular neighborhood. I mean, you know, we're starting to see this stuff pop up all the
106 City now. But I think what really bothers me the most is that we've been talking about this for
107 such a very, very long time, and when you talk about civil rights and due process, is that a –

CITY COUNCIL MEETING OF
October 6, 2004

VERBATIM TRANSCRIPT — ITEM 70

108 justification as to why these properties owners don't even have the decency to show up at a City
109 Council meeting to even stand up and speak on behalf of their own property that they have
110 allowed to go like this. Number one, because they don't live around it and they don't have to
111 deal with it, and you telling me that they have an opportunity to hide behind these laws, and
112 taxpayers, number one, have to foot the bill to go in and clean it up because we have an
113 obligation to go in and try and improve someone's quality of life, but yet you're telling me that if
114 we take it a step further, we expose ourselves and become very vulnerable to potential law suits.
115 Is that what I'm hearing? And I mean, explain it to me because I'm just trying to understand and
116 I need it in layman terms.

117
118 **DAN STILL**
119 I'm trying, Councilman. What you have stated is correct. I'm not unsympathetic and it does,
120 and it is not a pretext or a justification for these folks not to do something or not to show up at
121 this Council meeting. They've been properly noticed. They should be here and answer to you
122 all as to why they haven't taken care of business. Now, when they don't –

123
124 **MAYOR GOODMAN**
125 Well, whoa, whoa, whoa. I'm going to interrupt you.

126
127 **DAN STILL**
128 Okay.

129
130 **MAYOR GOODMAN**
131 You know that may be – our hook because we can't legislate decency, but we can certainly
132 legislate respect. And if they don't respect a, an order to appear, I think they forfeit their rights,
133 and I'd like you to look at it that way because this Council is fed up with it. We've been fed up
134 with it for years and we're told that we have potential liability, but I want you to be able to go to
135 the brink of, take us – to the brink. No one wants to go over.

CITY COUNCIL MEETING OF
October 6, 2004

VERBATIM TRANSCRIPT — ITEM 70

136 **DAN STILL**

137 Right.

138

139 **MAYOR GOODMAN**

140 But we're all ready to go to the brink in order to get this resolved.

141

142 **DAN STILL**

143 Yeah.

144

145 **MAYOR GOODMAN**

146 And if they won't come here after being noticed, maybe — that's the hook.

147

148 **DAN STILL**

149 Well, I mean, the — key, the constitution just requires notice. Now, what somebody does with
150 that notice, if they throw it in the garbage can or if they show up, it really doesn't matter. We've
151 met our obligation under the Code to notice them, but they can ignore us —

152

153 **MAYOR GOODMAN**

154 But maybe the notice should say, if you don't appear in front of the Council so we can discuss
155 what you're going to be doing about this property after we have to have cleaned it up, that you're
156 going to lose the property.

157

158 **DAN STILL**

159 Yeah, I —

160

161 **MAYOR GOODMAN**

162 Maybe that's enough.

CITY COUNCIL MEETING OF
October 6, 2004

VERBATIM TRANSCRIPT — ITEM 70

163 **DAN STILL**

164 I wish you, as the Council, had contempt authority, but you do not under the Charter or under
165 State Law. So, we couldn't amend the Code to, I mean, if you want to go to the Legislature and
166 talk about contempt authority or, and – in all honesty, Councilman Weekly, you are so right
167 when you say we amend statutes and ordinances and things all day long and – we've done the
168 research and I think we've done the best we can, I, although the Legislature could help us out.
169 There's no doubt about that. I will be the first one to say that on the record. They could help us
170 out, and I don't know how that works. Betsy is much smarter than that on, than I am.

171
172 **MAYOR GOODMAN**

173 Mr., Ms. Fretwell, is there a possibility that we get a bill up there?

174
175 **BETSY FRETWELL**

176 Of course there's a possibility. We can certainly work with some of our City legislators to see if
177 one of them would be interested in sponsoring a bill. There're several who've indicated they'd
178 be willing to help us on this front. So, I feel like, if we carefully craft what it is that we want to
179 achieve, we could, hopefully, get some support from one of – our representatives and – see if
180 they'd be willing to sponsor a measure on our behalf. And I'd be happy to work on that for you.

181
182 **COUNCILMAN WEEKLY**

183 I can even respect the fact that the gentleman prior to this item, he had the decency to come up
184 and just put it out on the line; hey, I'm having financial problems. I've gone through a divorce.
185 I'm having issues right now. I mean, that's – better than nothing. I mean, we've gone against
186 you all at staff many a times saying, I'll like to hold this in abeyance and staff would you please
187 work with the applicant to try and work this out and help him. Even when we receive faxes and
188 letters and e-mails from the applicant to say, I can't make it in town. This is the issue. This is
189 the problem that I'm having. But when you blatantly just get absolutely no respect, especially
190 from a lot of these properties owners, and the ones, it's – already bad enough the ones who are
191 out of state, but the ones who are local, who live right here. I mean, that's – a shame. And those
192 are the ones that really should be held accountable for that.

CITY COUNCIL MEETING OF
October 6, 2004

VERBATIM TRANSCRIPT — ITEM 70

193

194 **ORLANDO SANCHEZ**

195 Councilman, and we are – looking, I was before you about three months ago about the mitigation
196 plan where we put, set aside one point five million. We'll be reporting on that soon. We are
197 coming up with a comprehensive plan that will hopefully address most of these homeless things,
198 I mean, abandoned buildings. But one thing we want to make sure of is affordable housing. We
199 don't want to go out there, if we keep it boarded for a year or two years or whatever, just as long
200 as we keep the affordable housing aspect involved, cause we demo it and they build a more
201 expensive house, we're getting more people out of the market. And demoing a property, just
202 having vacant land, is still an issue because weeds, trash, debris, glass, it really doesn't solve
203 anything. So, we're trying to get a little bit more involved with the owners of the property to
204 develop. We're asking for mitigation plans and within the mitigation plan, if I'm reading it
205 correctly, I'll get with Dan Still, is that if they don't respond and they don't follow the mitigation
206 plan, we, as a City, have the right to go out there, do the repairs, make it habitable and lien the
207 property for whatever expenses we have on it.

208

209 **COUNCILMAN WEEKLY**

210 Right.

211

212 **MAYOR GOODMAN**

213 I – think the message that we're trying to send loud and clear to our staff, to you as the Director,
214 to Dan Still as the Attorney on this issue, is that we're sick and tired of it. Really sick and tired
215 of it.

216

217 **COUNCILMAN WEEKLY**

218 Your Honor, I appreciate that. And don't get me wrong, I'm not here to shoot the messengers,
219 but it's – just the level of, it's time that we do something about it and we've talking about this for
220 a very long time.

CITY COUNCIL MEETING OF
October 6, 2004

VERBATIM TRANSCRIPT — ITEM 70

221 **ORLANDO SANCHEZ**

222 Yes, Sir.

223

224 **COUNCILMAN WEEKLY**

225 Even as – one of your staff, as one of your staff member I was, I mean, that you were all talk, we
226 were talking about that when I was a staff member and we're still here, in the same place years
227 later. So, Mr. Still, I appreciate you interpreting the law to me as best as you possibly can, but I
228 think it's time that we step it up and really try to do something because up here we're only
229 spinning our wheels. If we're – out in our neighborhood meeting talking about improving
230 someone's quality of life, but yet we don't even have laws in place to protect us, and help us
231 improve someone's quality of life. It makes no sense.

232

233 **DAN STILL**

234 Well, if I could just say, just a couple of things. I'll try to be quick. In all hon, I mean, I've been
235 doing this now at the City for about ten years and in that ten years there's been huge
236 improvement on programs and the way in which we approach these things. It's not perfect,
237 unfortunately. I know that Orlando and his staff have done a lot just in a short time that I've
238 observed. Now, it hasn't quite come to fruition. They got some plans on the board. You guys
239 gave them some money. You gave them direction and they're moving forward with that. I've
240 talked to Steve Houchens and with Dr. Selby earlier and they've got some ideas in the
241 redevelopment areas. It's frustrating, I know, and I – share your frustration, believe me. I'm not
242 unsympathetic to this at all because I get calls from Orlando and Dave Semenza everyday, all
243 day long. If they weren't calling, it'd be great, but I'm there to advise them.

244 So, I, I mean, I'll tell you from the City Attorney's office perspective, we have tweaked the code
245 as much as I can think to tweak it. If somebody has really smart ideas, I'm all ears. I think, part
246 of it is, I mean, you – committed the body that's going to come on board in November for
247 staffing so that this person will be fully dedicated to dealing with these boarded structures, which
248 I think will be a huge improvement. You guys have stepped up and offered that and I think
249 that's going to help a lot. I guess, there's no silver bullet. I wish there was, and believe me, I
250 am, I'll stand shoulder to shoulder with all of you guys and work as hard as I can to do what I

CITY COUNCIL MEETING OF
October 6, 2004

VERBATIM TRANSCRIPT — ITEM 70

251 can to fix this problem. I – try. I don't know, there's no silver bullet. If there was one, boy, I,
252 please, somebody tell me.

253

254 **COUNCILMAN WEEKLY**

255 I appreciate it, thank you. Your Honor, with that, and thank you for allowing me to –

256

257 **MAYOR GOODMAN**

258 No problem.

259

260 **COUNCILMAN WEEKLY**

261 – share my concerns. **I move to follow staff's recommendation, please, for approval.**

262

263 **MAYOR GOODMAN**

264 All right. Let's vote, please. Post. Motion carries. Thank you. **(Motion carried unanimously)**

265 **(END OF DISCUSSION)**

266 /ac;slc

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 6, 2004

DEPARTMENT: NEIGHBORHOOD SERVICES

DIRECTOR: ORLANDO SANCHEZ

☐ **CONSENT** ☒ **DISCUSSION**

SUBJECT:

Public hearing to consider the report of expenses to recover costs for the abatement of zoning violations at 1817 Stewart Avenue. PROPERTY OWNER: KENNETH SURRATT – Ward 3 (Reese)

Fiscal Impact:

☐	No Impact	Amount:	\$1,092.50
☒	Budget Funds Available	Dept./Division:	Neighborhood Services/Response
☐	Augmentation Required	Funding Source:	General Fund

PURPOSE/BACKGROUND:

The condition of the property was a public nuisance. The Department of Neighborhood Services declared the property in violation and started legal notification. When no corrective action was taken nor an appeal filed the Department of Neighborhood Services hired Weaver, Inc to clean the property and post "No Trespassing/Dumping" signs.

RECOMMENDATION:

1. That the City Council approve the report of expenses in the amount of \$1,092.50 in order that the above charges be filed and recorded against the property constituting a special assessment and lien. 2. Authorize that the Notice and Lien of Assessment be duly recorded with the County Treasurer

BACKUP DOCUMENTATION:

1. Agenda Memo
2. Location Map
3. Report of Expenses
4. Contractor Disclosure
5. Notice of Public Hearing
6. Chronological List of Events
7. Copy of the Notice and Claim of Lien
8. Video shown but not submitted

MOTION:

REESE - APPROVED the action of Neighborhood Services - UNANIMOUS

MINUTES:

MAYOR GOODMAN declared the Public Hearing open.

ORLANDO SANCHEZ, Director, Neighborhood Services, presented a video of the subject property and stated that it has been an active case since April 28, 2004. After due process and no corrective action taken by the property owner to abate the public hazard and attractive nuisance, Neighborhood Services declared the property to be in violation and started legal notification. When no corrective action was taken or appeal filed, Weaver Construction was hired to board the structure, clean the property and post "No Trespassing" signs. MR. SANCHEZ recommended the City Council approve the report of expenses in the amount of \$1,092.50 in order that the charges be filed and recorded against the property, constituting a special assessment and lien and authorizing that the Notice and Lien of Assessment be filed and recorded with the County Treasurer's Office.

CITY COUNCIL MEETING OF: OCTOBER 6, 2004

MINUTES - Continued:

The property owner was not present.

No one appeared in opposition.

MAYOR GOODMAN declared the Public Hearing closed.

(1:26 - 1:28)

3-717

AGENDA MEMO

CITY COUNCIL MEETING DATE: OCTOBER 6, 2004

DEPARTMENT: Neighborhood Services

ITEM DESCRIPTION: Public hearing to consider the report of expenses to recover costs for abatement of zoning violations at 1817 Stewart Avenue.

PROPERTY OWNER: KENNETH SURRATT - Ward 3 (Reese)

Weaver, Inc completed work on June 24, 2004 at a cost of \$950.00 plus a 15% administrative fee, for a total of \$1,092.50

Today's public hearing is to consider the Report of Expenses filed by the Department of Neighborhood Services and to hear any objections thereto. Under the Las Vegas Municipal Code dealing with nuisances, the City Council may make revisions or adjustments to the Report of Expenses as deemed proper. If the Report of Expenses is confirmed and accepted by the Council, the Council can then declare the charges to be a personal obligation on the part of the property owner or may order the charges assessed against the property by means of a Lien of Assessment. In this particular case, we recommend a Lien of Assessment.

If the Lien is approved by the Council, certified copies of the recorded lien will be given to the County Treasurer's Office and the amount of the assessment will be collected at the same time and in the same manner as ordinary property taxes. All laws applicable to the collection and enforcement of property taxes shall be applicable to such assessment, and the amount of the assessment will be added to the next regular property tax bill levied against the parcel.



CEDAR AVE

POPLAR AVE

ELM AVE

TWENTY-FIRST ST

MARLIN AVE INTERSTATE ROUTE 5

STEWART AVE

ASH AVE

OGDEN AVE

BRUCE ST

NINETEENTH ST

TWENTIETH ST

CERVANTES ST

TWENTY-FIRST ST

BRUCE ST

Memorandum

City of Las Vegas
Neighborhood Services Department

To: Barbara Jo Ronemus, City Clerk

From: Orlando Sanchez, Director – Neighborhood Response Division

CC: File

Date: June 24, 2004

Re: Report of Expenses for the abatement of zoning violations at 1817 Stewart Avenue - Ward 3
(Reese)

After giving due process, notification, and an opportunity for an appeal hearing as specified in the Las Vegas Municipal Code for "Zoning Violations," the Department of Neighborhood Services caused the above referenced property to be corrected by cleaning the property. Weaver, Inc completed work on June 24, 2004 at a cost of \$950.00. The Department of Neighborhood Services accepted these costs.

Contract Amount	\$ 950.00
Administrative Processing Fee	\$ <u>142.50</u>
TOTAL AMOUNT DUE	\$1,092.50

OWNERS OF RECORD: KENNETH SURRATT

PROPERTY ABATED: 1817 STEWART AVENUE

ASSESSOR'S PARCEL: 139 35 610 110

LEGAL DESCRIPTION: BOULDER DAM HOMESITE ADD
TRACT #02
PLAT BOOK 1 PAGE 76
LOT 27 BLOCK 4
& LOTS 28, 29

WEAVER CONSTRUCTION

"GENERAL ENGINEERING"

2590 NORTH NELLIS BLVD.

LAS VEGAS, NEVADA 89115

EXHIBIT A

DISCLOSURE OF PRINCIPALS

The principals and partners of Weaver Construction and
all persons and entities holding more than a 1% interest in
Weaver Construction or any principal of
Weaver Construction are the following:

<u>FULL NAME</u>	<u>BUSINESS ADDRESS</u>	<u>BUSINESS PHONE</u>
1. Phil Weaver	2590 N. Nellis Blvd. LV, NV	644-1088
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____
6. _____	_____	_____

Continue list until full and complete disclosure is made

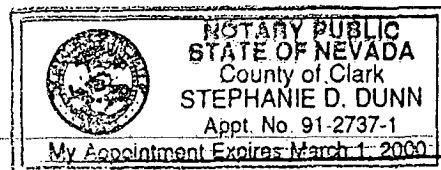
I certify under penalty of perjury, that the foregoing list is
full and complete.

Weaver Construction

BY: Phyllis Weaver
Phyllis Weaver, Office Mgr.

Subscribed and sworn to before me
this 28 day of October, 1999.

Stephanie D. Dunn
Notary Public





LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN
LAWRENCE WEEKLY
MICHAEL MACK
JANET MONCRIEF
STEVE WOLFSON

DOUGLAS A. SELBY
CITY MANAGER

**NOTICE OF PUBLIC HEARING
OCTOBER 6, 2004**

Pursuant to Title 9, Chapter 12 of the Las Vegas Municipal Code NOTICE IS HEREBY GIVEN THAT ON **Wednesday, October 6, 2004** at the hour of **1:00 P.M.**, in the Council Chambers, City Hall Complex, 400 Stewart Avenue, Las Vegas, Nevada, the City Council will consider the following **REPORT OF EXPENSES** submitted by the Director of Neighborhood Services incurred by the City of Las Vegas for:

Abatement of the property by cleaning the property located at **1817 STEWART AVENUE** legally described as **BOULDER DAM HOMESITE ADD TRACT #02, PLAT BOOK 1 PAGE 76 LOT 27 BLOCK 4 & LOTS 28, 29** Owner of record at time of abatement: **KENNETH SURRATT – WARD 3 (REESE)**

The Director of Neighborhood Services certifies in the report that the sum of \$1,092.50 was expended (\$950.00 to Weaver, Inc. for cleaning the property; and \$142.50 Administrative Processing Fee).

If upon hearing the report, the City Council is satisfied with the correctness of the expenses incurred by the City, it may order a lien of assessment recorded and given to the County Treasurer to be collected in the same manner as ordinary property taxes.

Any person interested in or affected by the proposed charge may file written protests or objections with the City Clerk at any time prior to the time set for the hearing on the Report of Expenses. Each such protest or objection must contain a description of the property in which the signer thereof is interested and the grounds of such protest or objection. The City Clerk shall endorse on every such protest or objection the date it was received by her. She shall present such protests or objections to the City Council at the time set for the hearing, and no other protests or objections shall be considered.

**BARBARA JO RONEMUS
CITY CLERK**

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

VOICE 702.229.6011
TDD 702.386.9108
www.lasvegasnevada.gov
18112-001-6/04

CASE #13817

INSP 7/14/2004 12:07:00 PM LAURA DEARMOND
24) PROPERTY CLEAN OF ALL LITTER, REFUSE, & WEEDS. NO DUMPING/TRESPASSING SIGN POSTED.

VIDREQ 7/14/2004 8:10:00 AM LAURA DEARMOND
Ld) REC'D INVOICE & SENT VIDEO REQUEST TO PAM HINES

BIDA 6/21/2004 7:24:00 AM LAURA DEARMOND
Ld) AWARDED TO WEAVER INC, WILL ABATE 6/23

RECORD 6/15/2004 2:23:00 PM JESSICA LARRAMENDY
JL) RECORDED N&O AT CLARK COUNTY. BOOK: 20040615 INST: 02953.

BIDR 6/7/2004 7:39:00 AM LAURA DEARMOND
Ld) REC'D BIDS (1) WEAVER INC \$950.00 (2) K O CONSTRUCTION \$1,769.00 (3) C&W ENTERPRISES \$2,100.00

BIDS 6/1/2004 10:55:00 AM LAURA DEARMOND
Ld) FAXED BID TO CONTRACTORS; DUE BACK 6-4

INSP 5/25/2004 4:04:00 PM LAURA DEARMOND
24) PRE-VIDEO, SCATTERED REFUSE & DEBRIS FROM MID-POINT TO REAR OF LOT, ADJACENT TO ALLEY. SOME HI VEG ALSO. TAPE TO D.S.

INSP 5/19/2004 9:55:00 AM LAURA DEARMOND
21) NO CHANGE, ASSESS FEE, CONTINUE W/ABATEMENT, NO INFO SEWER OR WHITE PAGES, INTERNET, REVERSE PHONE

MISC 5/17/2004 11:31:00 AM LAURA DEARMOND
Ld) REC'D CERT CARD FROM OWNER: KENNETH SURRATT

INSP 5/4/2004 8:15:00 AM ANTHONY GUARINO
21)NO CHANGE

NOPOST 5/4/2004 8:15:00 AM ANTHONY GUARINO
21)POSTED N&O TO CLEAN LOT. CB 5/17

NOTICE 5/3/2004 3:53:00 PM LAURA DEARMOND
Ld) SENT N&O TO OWNER: KENNETH SURRATT; POST 5/4; CB 5/17

NOREQ 4/29/2004 6:35:00 AM LAURA DEARMOND
21) REFER FOR N&O TO OWNER

INSP 4/28/2004 10:40:00 AM LAURA DEARMOND
21) HIGH WEEDS, LITTER, PAPERS, BOTTLES, CEMENT PIECES THROUGHOUT LOT, LARGE TREE STUMP TO REAR (PIX)

APN 139-35-610-110
Ref # - 13817

NOTICE AND CLAIM OF LIEN OF ASSESSMENT

TO: KENNETH SURRATT

(Reputed Owner(s)) at time of abatement.

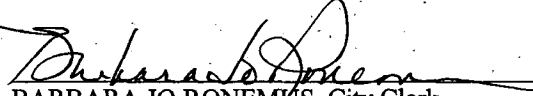
Assessor's Parcel No.: 139-35-610-110
Commonly known as: 1817 STEWART AVENUE
Legal Description: BOULDER DAM HOMESITE ADD
TRACT #02
PLAT BOOK 1 PAGE 76
LOT 27 BLOCK 4 & LOTS 28, 29

On June 24, 2004, as provided in the Municipal Code, Title 9, Chapter 12, the City of Las Vegas caused the abatement of a nuisance condition on the following property after due notification.

Expenses in the amount of \$1,092.50 were incurred by the City of Las Vegas in the above nuisance condition abatement procedure.

The Las Vegas City Council, at a duly noticed public hearing held on October 6, 2004, ordered the above charges in the amount of \$1,092.50, assessed against the property by means of a Lien of Assessment, such a lien to be duly recorded and certified copies of said lien given to the County Treasurer for collection as ordinary property taxes. Said lien shall also be prior to and superior to all liens, claims, encumbrances and titles, other than liens of assessment and general taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to this lien.

All or any portion of this lien of assessment, which remains unpaid after 30 days from the date of the recording thereof on the assessment roll, shall become delinquent and shall accrue interest at the rate of 7 percent per annum from and after said date. This lien shall continue until the assessment, which forms the subject matter thereof, and all interest due and payable thereon, shall have been paid in full.

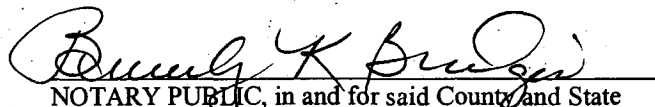

BARBARA JO RONEMUS, City Clerk
400 Stewart Avenue
Las Vegas, NV 89101 - (702) 229-6311

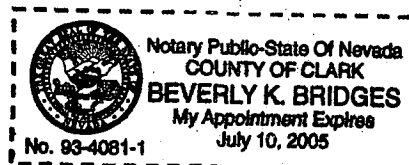
STATE OF NEVADA)
COUNTY OF CLARK)

BARBARA JO RONEMUS, being duly sworn, deposes and says that she is the person who executed the foregoing instrument on behalf of the City of Las Vegas and that she has read the same and knows the contents thereof, that the matters stated herein are true to her own knowledge, except such matters as are stated to be on information and belief, and as to those matters, she believes them to be true.


BARBARA JO RONEMUS, City Clerk

Subscribed and sworn to before me this 8th day of October, 2004


NOTARY PUBLIC, in and for said County and State



WHEN RECORDED, RETURN TO:
CITY OF LAS VEGAS, DEPARTMENT OF NEIGHBORHOOD RESPONSE
400 STEWART AVENUE
LAS VEGAS, NV 89101

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 6, 2004

DEPARTMENT: PLANNING & DEVELOPMENT

DIRECTOR: ROBERT GENZER

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

EXTENSION OF TIME - VARIANCE

EOT-5040 - APPLICANT: COMMUNITY DEVELOPMENT PROGRAMS CENTER OF NEVADA - OWNER: LAS VEGAS HOUSING AUTHORITY - Request for an Extension of Time of an approved Variance (V-0032-00) which allowed a reduction in the minimum lot size for a single-family attached development on 8.88 acres adjacent to the northeast corner of 28th Street and Sunrise Avenue (APN 139-36-303-003), R-2 (Medium-Low Density Residential) Zone, Ward 3 (Reese). Staff recommends APPROVAL

PROTESTS RECEIVED BEFORE:

Planning Commission Mtg.	0
City Council Meeting	0

APPROVALS RECEIVED BEFORE:

Planning Commission Mtg.	0
City Council Meeting	0

RECOMMENDATION:

Staff recommends APPROVAL, subject to conditions.

BACKUP DOCUMENTATION:

1. Location Map
2. Conditions For This Application
3. Staff Report

MOTION:

REESE - APPROVED Item 73 [EOT-5040], Item 74 [EOT-5041], Item 75 [EOT-5070], Item 76 [EOT-5064], Item 77 [EOT-5066], Item 78 [EOT-5068], Item 79 [EOT-5144], Item 80 [EOT-5146], Item 81 [EOT-5147] and Item 82 [EOT-5088] subject to conditions - UNANIMOUS

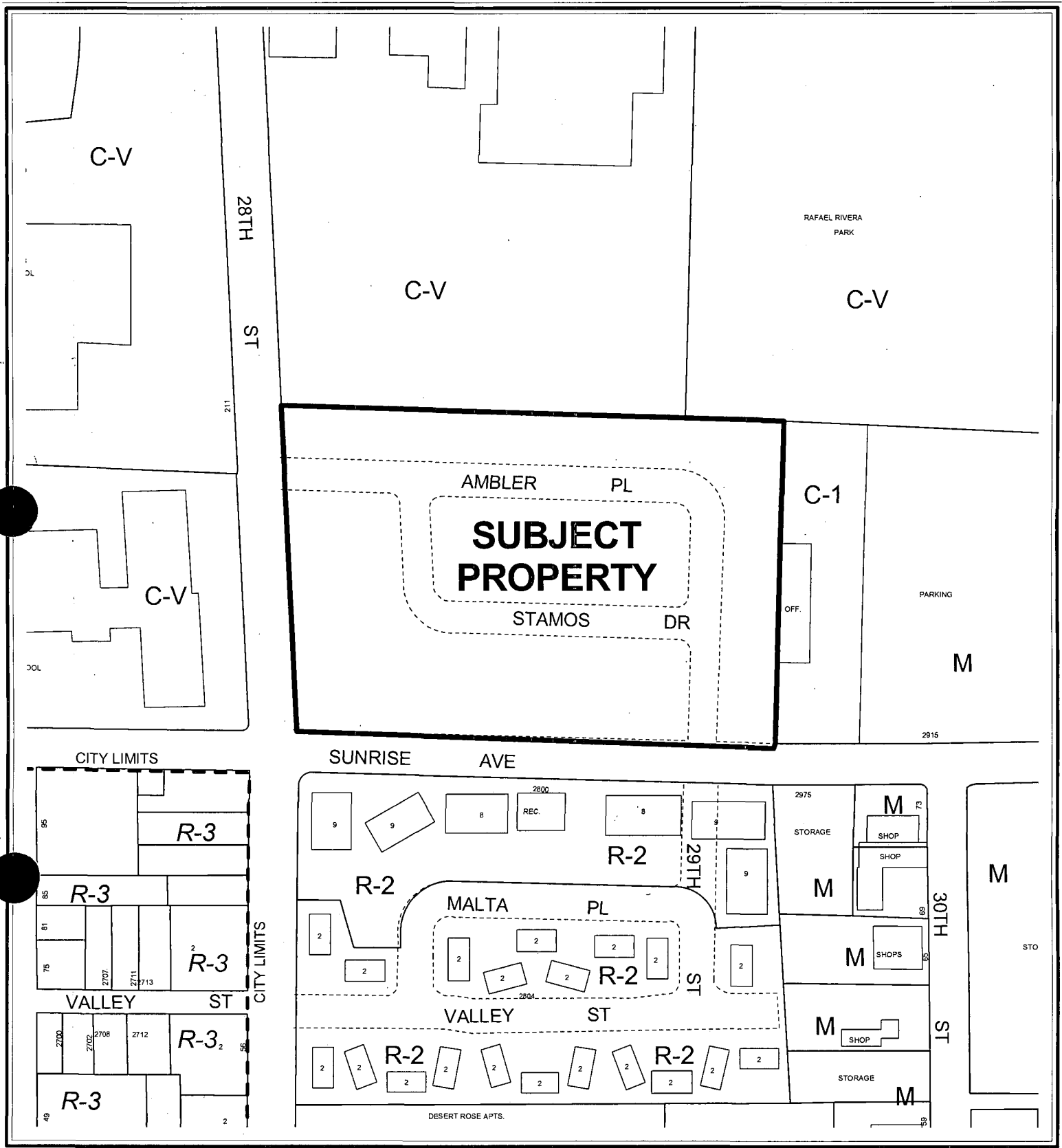
MINUTES:

There was no discussion.
(1:28)
3-768

CONDITIONS:

Planning and Development

1. This Extension of Time will expire on August 2, 2006 and the Variance (V-0032-00) shall be void unless another Extension of Time is approved by the City Council.
2. Conformance to all applicable conditions of approval for Variance (V-0032-00) and Extension of Time (EOT-2894).



0 200 400 Feet

CASE: EOT-5040

ZONING OF SUBJECT PROPERTY: R-2 (MEDIUM-LOW DENSITY RESIDENTIAL)



AGENDA MEMO

CITY COUNCIL MEETING DATE: OCTOBER 6, 2004

DEPARTMENT: PLANNING AND DEVELOPMENT

**ITEM DESCRIPTION: EOT-5040 - APPLICANT: COMMUNITY DEVELOPMENT
PROGRAMS CENTER OF NEVADA – OWNER: LAS VEGAS HOUSING AUTHORITY**

**** CONDITIONS ****

Staff recommends APPROVAL, subject to:

Planning and Development

1. This Extension of Time will expire on August 2, 2006 and the Variance (V-0032-00) shall be void unless another Extension of Time is approved by the City Council.
2. Conformance to all applicable conditions of approval for Variance (V-0032-00) and Extension of Time (EOT-2894).

**** STAFF REPORT ****

APPLICATION REQUEST

A) Action Requested

This is a request for a third Extension of Time on an approved Variance (V-0032-00), which allowed a minimum lot size of 2,600 square feet where 6,500 square feet is the minimum required for a single-family attached development on 8.88 acres adjacent to the northeast corner of 28th Street and Sunrise Avenue. The existing approval expired August 22, 2004.

B) Applicant's Justification

The applicant's justification letter states that this extension was necessary so that the applicant may address issues related to the 28th Street right-of-way and U.S. Department of Housing and Urban Development approval needed in connection with the development.

BACKGROUND INFORMATION

A) Previous Actions

- | | |
|----------|---|
| 12/26/62 | The Board of City Commissioners adopted a comprehensive Land Use Map (Ordinance No. 1014) that designated the subject property as within the R-2 (Medium-Low Density Residential) Zoning District. |
| 08/02/00 | The City Council approved a Variance (V-0032-00) to allow a minimum lot size of 2,600 square feet where 6,500 square feet is the minimum lot size required for a proposed 75-lot residential development on this site. The Planning Commission and staff recommended approval. |
| 08/02/00 | The City Council approved a Variance (V-0034-00) to allow a minimum front yard setback of 18 feet where 20 feet is the minimum setback required; to allow a minimum side yard setback of zero feet where five feet is the minimum setback required; and to allow a minimum rear yard setback of 10 feet for 15 lots along the north side of Ambler Place and 15 feet on all other lots, where 20 feet is the minimum setback required for a proposed 75-lot residential development on this site. The Planning Commission and staff recommended approval. |
| 10/26/00 | The Planning Commission approved a Tentative Map (TM-0046-00) for 78 lots on the subject parcel. Staff recommended approval. (A Final Map was not recorded within two years of the Tentative Map approval; therefore, this Tentative Map expired on October 26, 2002.) |
| 01/11/02 | The Planning Commission approved a Final Map (FM-0089-00) for 78 units on the subject parcel. (This Final Map did not record within one year after the Planning Commission approval; therefore, this Final Map expired on January 11, 2003). |

- 11/06/02 The City Council approved Extensions of Time [V-0032-00(1) and V-0034-00(1)] of the approved Variances (V-0032-00 and V-0034-00) on the subject parcel. The Planning Commission and staff recommended approval. The Extensions were for one year.
- 09/25/03 The Planning Commission approved a request for a Tentative Map (TMP-2921) for a 78-lot single-family attached residential subdivision (Otto Merida Manor) on the site. Staff recommended approval.
- 11/05/03 The City Council approved second Extensions of Time (EOT-2894 and EOT-2895) of the approved Variances (V-0032-00 and V-0034-00) on the subject parcel. The Planning Commission and staff recommended approval. The Extensions were for one year.
- 04/06/04 Staff administratively approved a Final Map Technical Review (FMP-4103) of the Otto Merida Manor Subdivision. This map has not yet been recorded.

B) Pre-Application Meeting

A pre-application meeting is not required for an Extension of Time application.

DETAILS OF APPLICATION REQUEST

A) Site Area

Gross Acres: 8.88

B) Existing Land Use

Subject Property: Undeveloped
North: School and City Park
South: Apartments
East: Building Supplies sales-business
West: School

C) Planned Land Use

Subject Property: M (Medium Density Residential)
North: PF (Public Facility)
South: M (Medium Density Residential)
East: LI/R (Light Industry/Research)
West: PF (Public Facility)

D) Existing Zoning

Subject Property: R-2 (Two-Family Residence)
North: C-V (Civic) and R-1 (Single Family Residential) under Resolution of Intent to C-V (Civic)
South: Unincorporated Clark County
East: C-1 (Limited Commercial)
West: C-V (Civic)

E) General Plan Compliance

The site is designated as M (Medium Density Residential) on the Southeast Sector Map of the General Plan. The M (Medium Density Residential) land use category allows a density range of 12.1 to 25 dwelling units per gross acre, depending upon compatibility with adjacent uses. The existing R-2 (Two-Family Residence) zoning designation, at six to 12 dwelling units per gross acre, is slightly lower in density than allowed by the Medium Density Residential General Plan designation.

SPECIAL DISTRICTS/ZONES	Yes	No
Special Area Plan		X
Special Overlay District	X	
Neighborhood Revitalization Area	X	
Trails		X
Development Impact Notification Assessment		X
Project of Regional Significance		X

The subject site is located within the Neighborhood Revitalization Area as shown on Map 8 of the Las Vegas 2020 Master Plan. This area encompasses mature neighborhoods requiring infrastructure improvements and which may be experiencing greater amounts of noise, traffic, crime, and/or vandalism. Mixed-use projects are allowed in residential and commercial zoning districts within this area.

ANALYSIS

A) Zoning Code Compliance

A1) Development Standards

Pursuant to Title 19.08, the following Development Standards apply to the subject proposal:

Standards	Required	Requested
Min. Lot Size	6,500 Square Feet	2,600 Square Feet

The applicant was granted a Variance (V-0032-00) to reduce the minimum lot size to 2,600 square feet for lots on the subject site, where the R-2 (Medium-Low Density Residential) zoning district requires a minimum lot size of 6,500 square feet.

B) General Analysis and Discussion

A third Extension of Time is sought for the approved Variance reducing the minimum lot size of 78 proposed townhouse lots from 6,500 square feet to 2,600 square feet. Since the previous Extension of Time, a Final Map for 78 lots has been submitted and is still under review by various agencies. The subdivision is for zero lot line single-family lots on which duplexes are proposed. The Right-of-Way section of the Department of Public Works has indicated that right-of-way for 28th Street and Sunrise Avenue has been dedicated in accordance with the requirements of Public Works.

FINDINGS

The submitted Final Map reflects lots typical of those depicted under the original Variance application; therefore, it is recommended that this Extension of Time application be approved. Since the Variance pertains to new construction, the Extension of Time will be for two years and the expiration date will fall on the anniversary of the original approval.

NOTICES MAILED N/A

APPROVALS 0

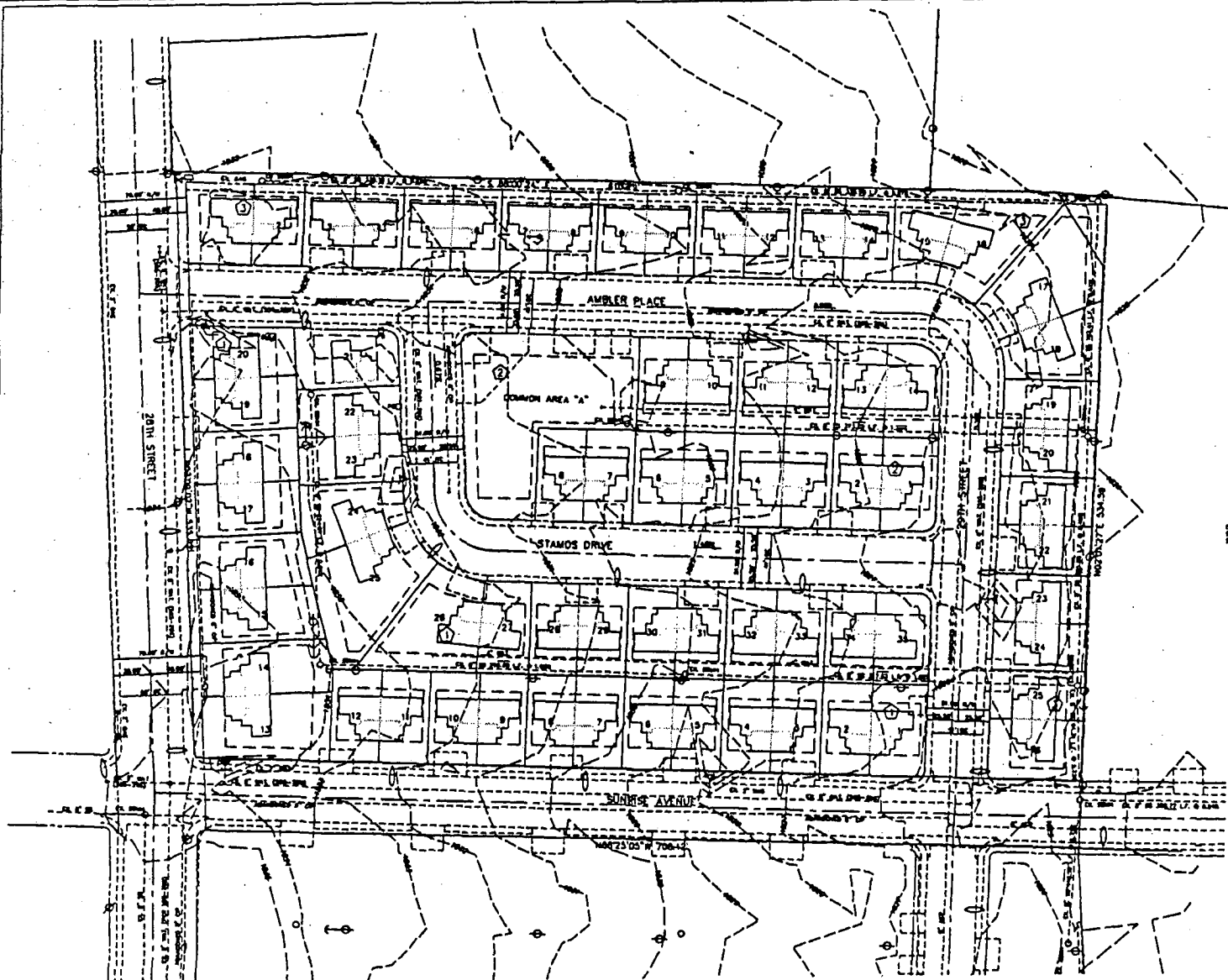
PROTESTS 0



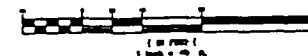
EOT-5041
10-6-04 CC

EOT-5041

10-6-04 CC



GRAPHIC SCALE



LEGAL DESCRIPTION

BEING A PART OF THE NORTHWEST QUARTER (THE 1/4) OF THE
SOUTHWEST QUARTER (THE 1/4) OF SECTION 20, TOWNSHIP 2
SOUTH, RANGE 43 East, 10th CITY OF LOS ANGELES, COUNTY OF

SEVERE COMPLAINTS

AVL 604.7 / 1.00 = 336 000 PPS UNIT = 75 UNITS = 10,725 000
 25.00 25.00 / 1.00 = 25 000 000 / 1.00 = 25,000 000

NOTE

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED
DATE 01-07-2001 BY 60322 UCBAW

10. **CRAYONS** 100

CONFIDENTIAL

DISCUSSION

1. **Project Name:** [Project Name]
 2. **Client:** [Client Name]
 3. **Project Manager:** [Project Manager Name]
 4. **Project Start Date:** [Project Start Date]
 5. **Project End Date:** [Project End Date]
 6. **Project Budget:** [Project Budget]
 7. **Project Status:** [Project Status]
 8. **Project Description:** [Project Description]
 9. **Project Objectives:** [Project Objectives]
 10. **Project Deliverables:** [Project Deliverables]
 11. **Project Risks:** [Project Risks]
 12. **Project Stakeholders:** [Project Stakeholders]
 13. **Project Communication Plan:** [Project Communication Plan]
 14. **Project Change Management Plan:** [Project Change Management Plan]
 15. **Project Quality Management Plan:** [Project Quality Management Plan]
 16. **Project Risk Management Plan:** [Project Risk Management Plan]
 17. **Project Resource Management Plan:** [Project Resource Management Plan]
 18. **Project Procurement Management Plan:** [Project Procurement Management Plan]
 19. **Project Stakeholder Management Plan:** [Project Stakeholder Management Plan]
 20. **Project Integration Management Plan:** [Project Integration Management Plan]

1979, p. 100.

(702) 473-0100

DISCUSSION/CONCLUSIONS

[illegible]

2004 2. 000000

(707) 444-7200

KEY DATA

А.В.В. — 1991 — 1992

DATE: 11/11/2011
TIME: 11:11 AM

throughout = 0

NUMBER 10

PURCHASED **WOW-TV** ********* **& NO VOTES/MORE**

NAME _____
DATE _____

DATE: 11/11/1964

TELEPHONE _____

Case 1:17-cv-00001 Document 1-1 Filed 01/11/18 Page 1 of 1

601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000

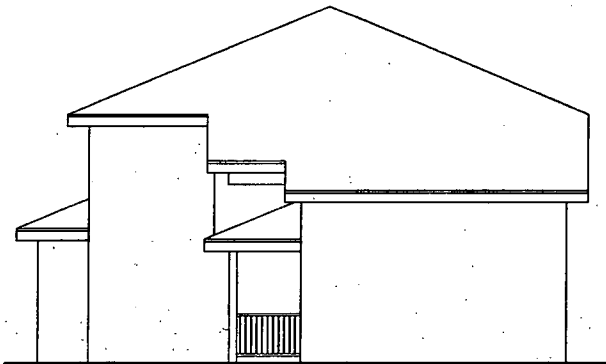
COMMONALITIES

COMMON ARE

Date: <u>3/1/70</u> Prepared by: <u>JFM</u> Date: <u>3/1/70</u> Approved by: <u>JFM</u> Date: <u>3/1/70</u> Project No.: <u>000001-1-0001</u>		SHEET NO. 1 OF 1 PROJECT: ERNE CRADON DUPLEXES		SITE PLAN COMMUNITY DEV. PROGRAMS CENTER 1000 N. Center Valley Road, Suite 400 Los Angeles, California 90045 TEL: (213) 475-2800		REV. NO. 1 DATE 3/1/70		APPROVED DATE 3/1/70	
--	--	---	--	--	--	---------------------------	--	-------------------------	--

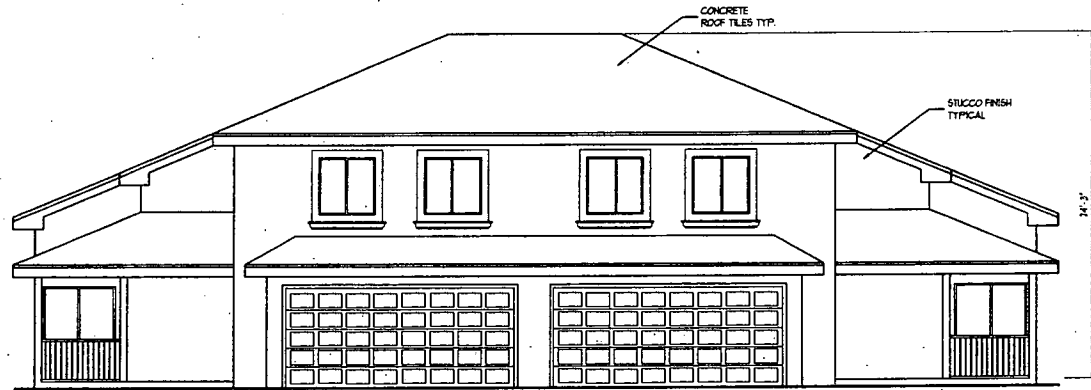
EOT-5040

EOT-504
10-6-04 CC



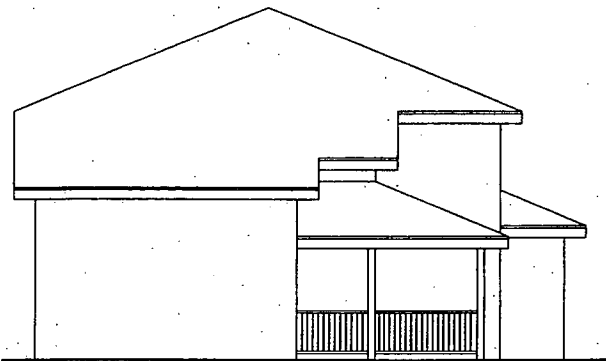
RIGHT SIDE ELEVATION

SCALE: 1/4" = 1'-0"



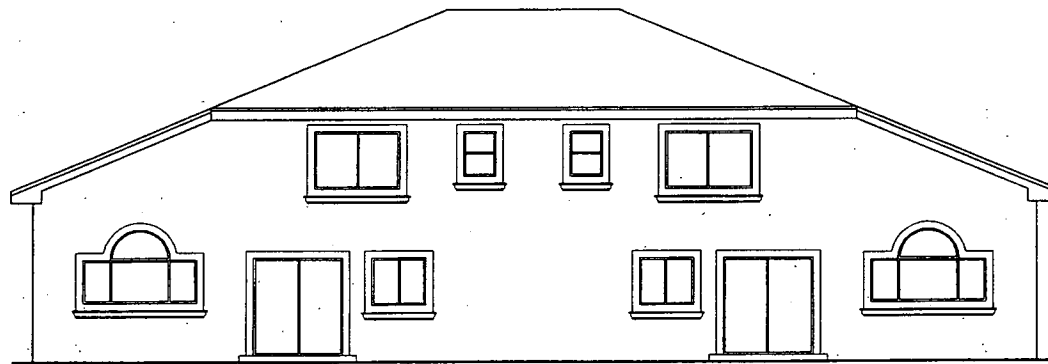
FRONT ELEVATION

SCALE: 1/4" = 1'-0"



LEFT SIDE ELEVATION

SCALE: 1/4" = 1'-0"



REAR ELEVATION

SCALE: 1/4" = 1'-0"

REVISIONS	
CONSULTANTS	
3405 TIARA POINT CIRCLE LAS VEGAS, NV 89149 PHONE (702) 341-9009 FAX (702) 341-9461	
 CLIFTON A. MARSHALL ARCHITECT LTD.	
SHEET TITLE ELEVATIONS THREE BEDROOM UNIT JOB TITLE BONE-CORRIGAN - DUPLEXES	OTTO MERIDA
DATE 9-11-00 JOB NO. 00-002	
SHEET NO.	A2-3

10-6-04 CC

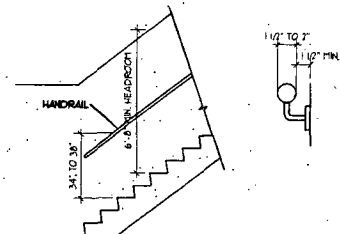
KEY NOTES

Q50	DESCRIPTION
1	DOUBLE END W/ WARDROBE DESKTOP
2	WALK-IN CLOSET
3	REFRIGERATOR W/ ICE MAKER
4	CORNER CABINETS
5	5 EQUALLY SPACED SHELVES
6	CERAMIC TILE AT ENTRY
7	CORNERED WHERE SHAVED (SEE LAYOUT)
8	WALKER CLOSET
9	LAUNDRY
10	MIRROR
11	TOWEL RING
12	REDUCED WARDROBE CABINET
13	TOWEL BAR
14	TILE/FLOOR REPAIRS
15	DO-22" WIDE W/ WALKER
16	SHOWER FOLD
17	SHOWER
18	DOORWAY TO ENTRY
19	30" W. RAILING (TO BE SELECTED BY OWNER)
20	22" COT ATRIC ACCESS (SEE SUB-1 AT 2nd FLOOR ONLY)
21	22" COT ACCESS (SEE SUB-1 AT 2nd FLOOR ONLY)
22	WALKER CLOSET
23	WALKER CLOSET
24	WALKER CLOSET
25	WALKER CLOSET
26	WALKER CLOSET
27	WALKER CLOSET
28	WALKER CLOSET
29	WALKER CLOSET
30	WALKER CLOSET

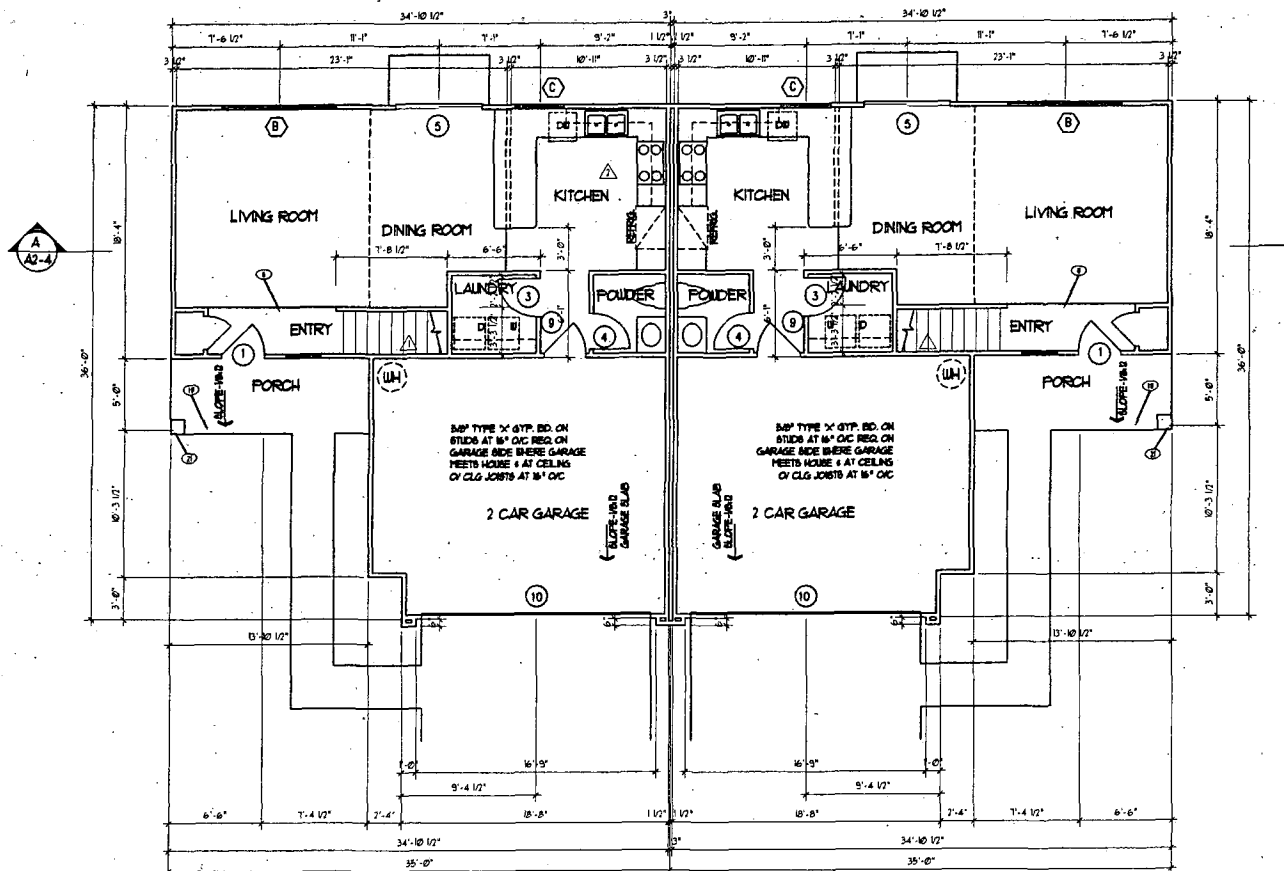
1. TYPICAL WALL CONSTRUCTION - 3/4 STEEL AT 16" O.C. TYPICAL UNLESS NOTED OTHERWISE
2. ALL DIMENSIONS ARE TO FACE OF STUD - TYP. UNLESS NOTED OTHERWISE.
3. RUMBER SHALL PROVIDE COMPLETE SURFACE FOR SPOUNDER/PORTER AREA
4. PLUMBING/ELECTRICAL PENETRATIONS OF 1 HOUR PARTY WALL SHALL MEET REQUIREMENTS UL-94C. V. SECTION. SEE 1/1-1
5. NOTICED AIR HANDLER - MECHANICAL CONTRACTOR SHALL PROVIDE SHOP DRAWINGS, VENTILATION, DUCTWORK, ETC. FOR PERSONAL, PRIOR TO FABRICATION AND INSTALLATION. FURNISHING CONTRACTOR SHALL VERIFY NOISE OPENSURE FOR MECHANICAL CONTRACTOR. MECHANICAL CONTRACTOR SHALL VERIFY NOISE OPENSURE FOR MECHANICAL CONTRACTOR. MECHANICAL CONTRACTOR SHALL VERIFY NOISE OPENSURE FOR MECHANICAL CONTRACTOR. MECHANICAL CONTRACTOR SHALL VERIFY NOISE OPENSURE FOR MECHANICAL CONTRACTOR.
6. MEET MECHANICAL AIR - VENTILATION/SCHEDULE.

☐ - DROPPED CL. AT
7-0 A.F.F.

FIRST FLOOR	613 SF
SECOND FLOOR	652 SF
TOTAL	1265 SF
GARAGE	354 SF
PATIO	101 SF



STAIR & HANDRAIL DETAIL
No Scale



FIRST FLOOR PLAN

SCALE: 1/4" = 1'-0"

REVISIONS:

CONSULTANTS:

36 TARA POINT CIRCLE
LAS VEGAS, NV. 89146
PHONE: (702) 314-9400
FAX: (702) 314-9401



CLIFTON A. MARSHALL
ARCHITECT LTD.

SHEET TITLE
FIRST FLOOR PLAN
THREE BEDROOM UNIT

JOB TITLE
BENTLEY-CRAIGEN - DUPLEXES

DATE
10-26-00
JOB NO.
00-002

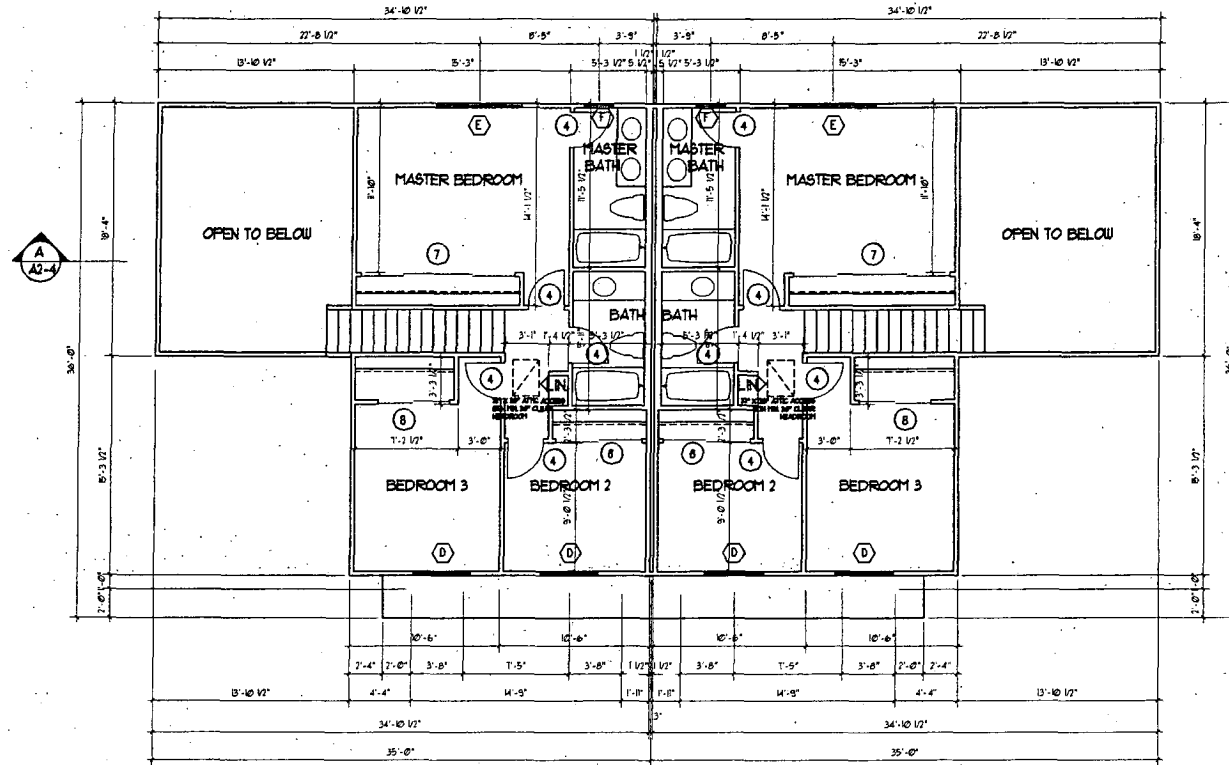
SHEET NO.
A2-1

0220 MERIDA

OT-5040

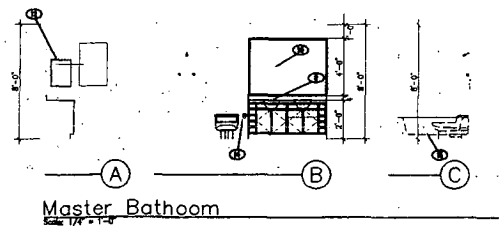
EOT-041

10-6-04 CC

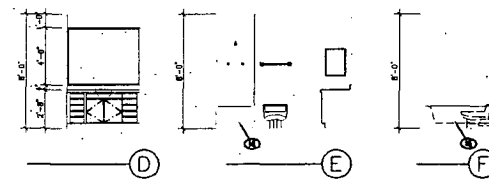


SECOND FLOOR PLAN

SCALE: 1/4" = 1'-0"



Master Bathroom



Bath 2

REVISIONS:	1. 11/2/00 PER CIV. ENG. (BPT)
CONSULTANTS:	MISS TARA POINT CIRCLE LAS VEGAS, NV 89146 PHONE (702) 34-8400 FAX (702) 34-8401
ARCHITECT:	CLYDE A. MARSHALL ARCHITECT LTD.
SHEET TITLE:	SECOND FLOOR PLAN THREE BEDROOM UNIT
JOB TITLE:	BR/VS/SP/KAEN - DUPLEXES
DATE:	10-26-00
JOB NO:	00-002
SHEET NO:	A2-2

OTTO MERIDA

EOT-5040

EOT-5040

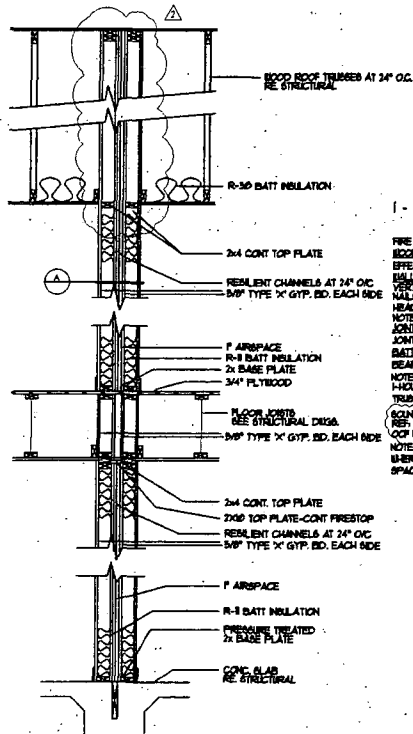
10-6-04 CC

CATALOG OF STC AND IIC RATINGS
FOR WALL AND FLOOR ASSEMBLIES
PAGE 68

FIRE RESISTANCE DESIGN MANUAL
GYPSUM SYSTEMS, 14TH EDITION
PAGE 52

1 - HOUR COMMON WALL:

A

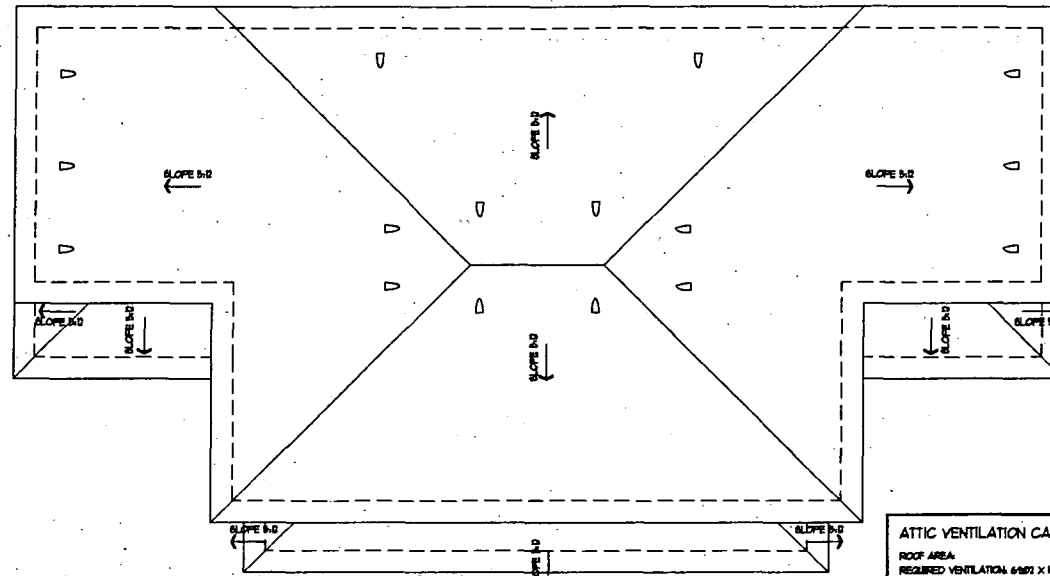


1 - HOUR COMMON WALL:

FIRE TEST: UBC TABLE 7-10, IT-A, SEE 8-84-510, 8-75-510
WOOD STUDS: NOM. 2x4 SPACED 16\"/>

NOTE: 1-HOUR ATTIC SEPARATION WALL SHALL BE 2x4 STUDS AT 16\"/>

NOTE: WHERE IN-BAIR WALL REQUIREMENTS CONFLICT, THE LARGER WALL WITH THE CLOSER SPACING SHALL GOVERN. IN ALL OTHER CASES, THE ABOVE REQ. SHALL BE MET

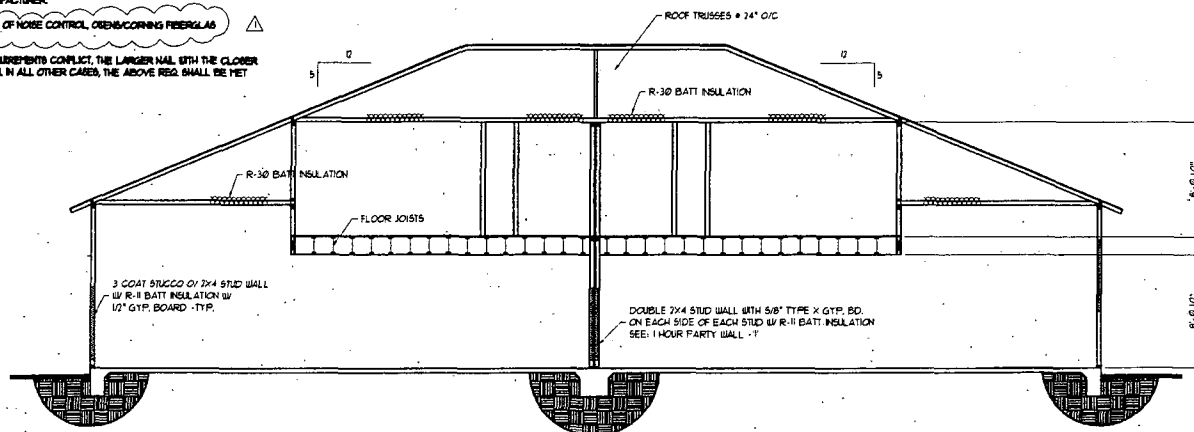


ROOF PLAN

SCALE: 1/4\"/>

ATTIC VENTILATION CALCULATION:

ROOF AREA:	2500 SF
REQUIRED VENTILATION: 6/102 X 144 / 360 =	180 SQ. IN.
DORMER VENTS REQUIRED: 4 X 18 SQ. IN. EACH =	72
HIGH DORMER VENTS PROVIDED:	0
LOW DORMER VENTS PROVIDED:	0
TOTAL VENTILATION PROVIDED:	0 SQ. IN.



BUILDING SECTION 'A'

SCALE: 1/4\"/>

1 HOUR PARTY

SCALE: NO SCALE

1

REVISIONS	
1.	11/21/00 PER CIV. BLDG. DEPT.
2.	12/1/00 PER CIV. BLDG. DEPT.
© COPYRIGHT 1994 BY CLIFTON A. MARSHALL ARCHITECT LTD.	

CONSULTANTS:

3425 TARA POINT CIRCLE
LAS VEGAS, NV 89146
PHONE (702) 341-9409
FAX (702) 341-9401

CMA
CLIFTON A. MARSHALL
ARCHITECT LTD.

SHEET TITLE
ROOF PLAN & SECTION
THREE BEDROOM UNIT
JOB TITLE
DUPLEXES - DUPLEXES
0703 MERIDA

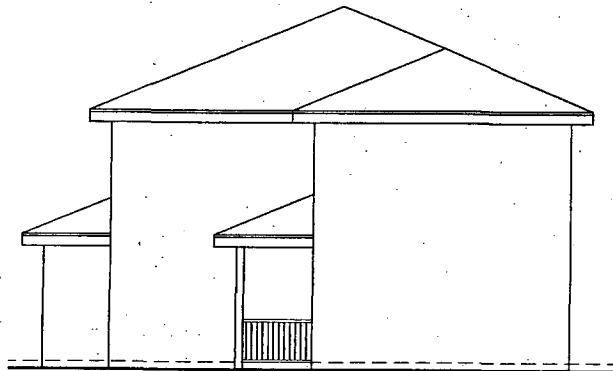
DATE
9-11-00
JOB NO.
00-002

SHEET NO.
A2-4

EOT-5040

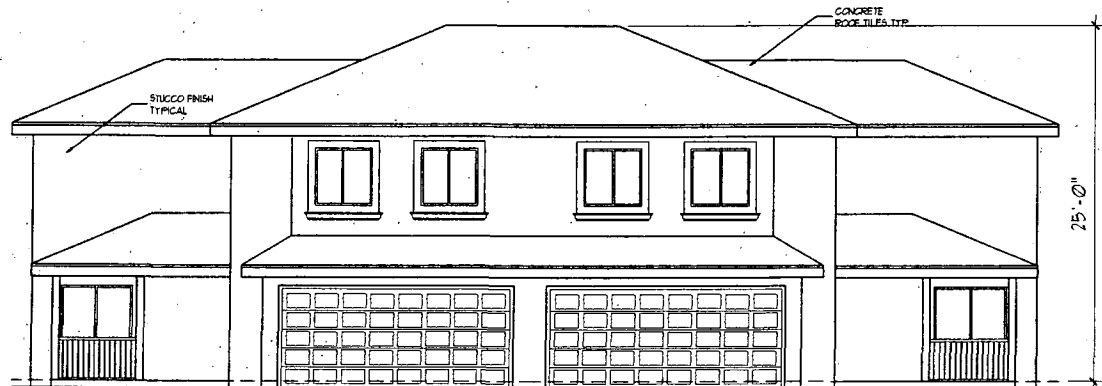
EOT-5041

10-6-04 CC



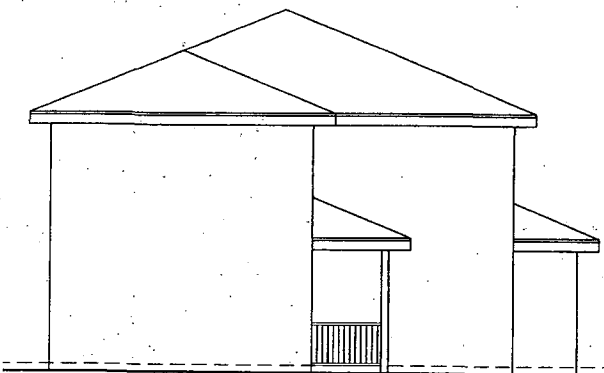
RIGHT SIDE ELEVATION

SCALE: 1/4" = 1'-0"



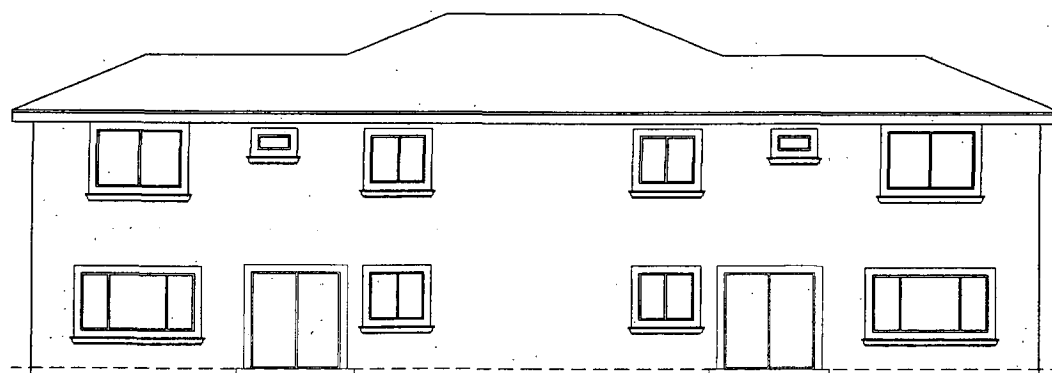
FRONT ELEVATION

SCALE: 1/4" = 1'-0"



LEFT SIDE ELEVATION

SCALE: 1/4" = 1'-0"



REAR ELEVATION

SCALE: 1/4" = 1'-0"

REVISIONS	
CONSULTANTS	
3425 TARA POINT CIRCLE LAS VEGAS, NV 89146 PHONE: (702) 344-1400 FAX: (702) 344-1401	
CAN CLIFTON A. MARSHALL ARCHITECT LTD.	
SHEET TITLE FIRST FLOOR PLAN FOUR BEDROOM UNITS JOB TITLE HOUSE-GRANEN - DUPLEXES	OTTO MERIDA
DATE 7-5-00 JOB NO. 00-002	
SHEET NO. A3-3	

EOT-5040

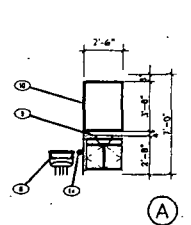
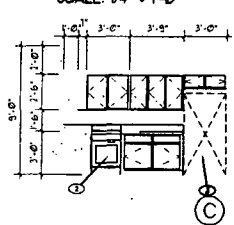
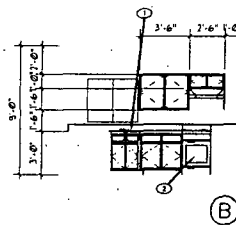
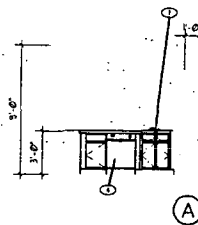
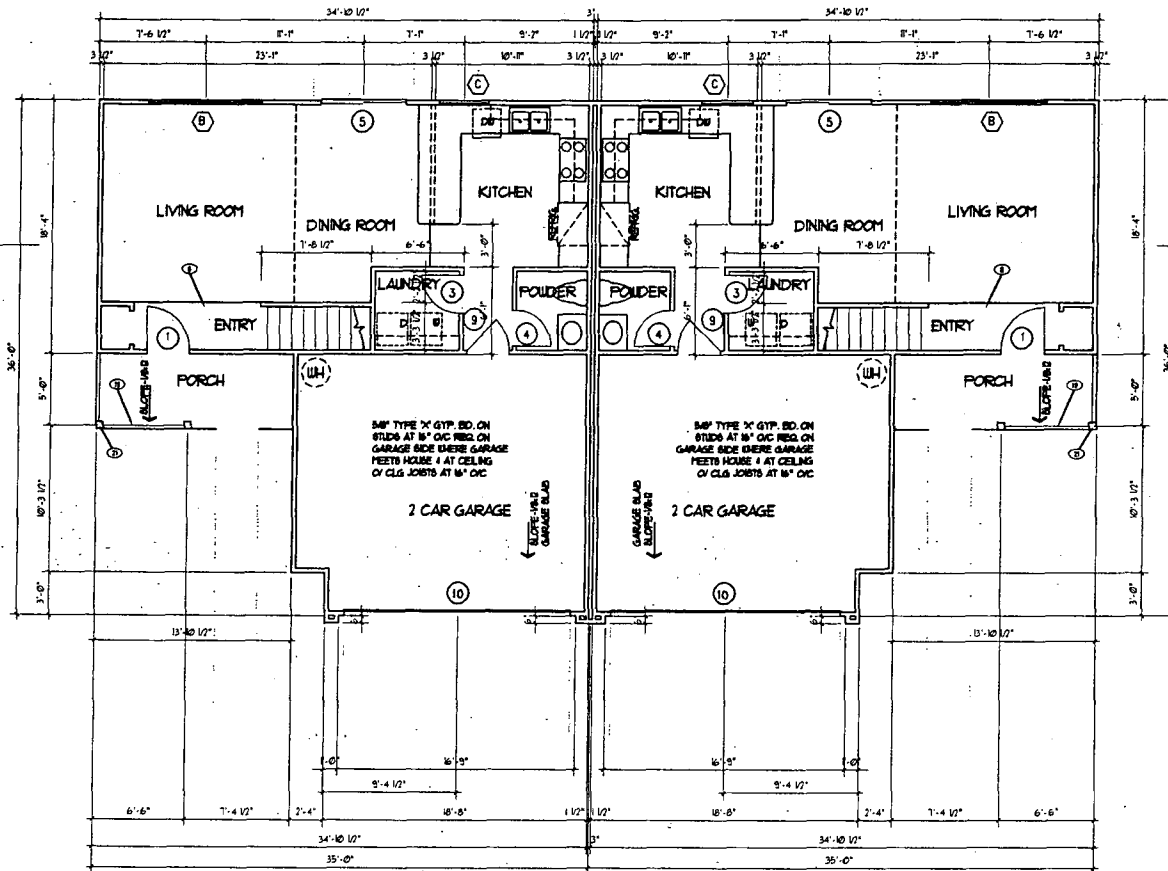
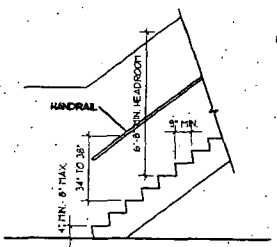
EOT-5041
10-6-04 CC

NO.	DESCRIPTION
1	DOUBLE END W/SHAMING DISHWARE
2	WASHER DRYER
3	REFRIGERATOR W/ICE MAKER
4	DISHWASHER
5	3 EQUALLY SPACED SHELVES
6	CERAMIC TILE AT ENTRY
7	DROPPED C.L. W/ERE SHAW (SEE LEGEND)
8	WATER CLOSET
9	LAUNDRY
10	MIRROR
11	TOWEL RING
12	RECESSED MEDICINE CABINET
13	TOWEL BAR
14	TOILET PAPER DISPENSER
15	60"X36" TUB W/SHOWER
16	SHOWER HEAD
17	SHOWER
18	ORDER W/RIGHT TO EXTERIOR
19	30" W. L. BATHING (NO BE SELECTED BY OWNER)
20	22"X30" ATIC ACCESS (SEE E.D.-1 AT 2ND FLOOR ONLY)
21	4"X4" POST SUPPORTS W/ 3 CENT BRIDGES
22	WASHER DRYER UNIT
23	FORCED AIR UNIT
24	PANTRY
25	60" X 36" TUB GLASS TUB
26	WASHER DRYER
27	COUNTER AT 4"
28	WIRE SHOT AT 8"-8" A.F.F.
29	SHOT AT 8"-8" A.F.F.
30	LINEN CABINET (IS EQUALLY SPACED SHELVES)

1. TYPICAL WALL CONSTRUCTION - 2 X 4 STUDS AT 16" O.C. TYPICAL UNLESS NOTED OTHERWISE.
2. ALL DIMENSIONS ARE TO FACE OF STUD - TYP. UNLESS NOTED OTHERWISE.
3. PLUMBER SHALL PROVIDE COMPLETE SERVICE FOR WASHER/DRYER AREA.
4. PLUMBING/ELECTRICAL PENETRATIONS OF 1 HOUR OR 2 HOUR PARTY WALL SHALL MEET REQUIREMENTS U.B.C. 707 SECT. 708.8. SEE SHEET D-1.
5. VERTICAL AIR HANDLER - MECHANICAL CONTRACTOR SHALL PROVIDE SHOP DRAWINGS WITH UNIT DESIGN, LAYOUT, DIMENSIONS, ETC. FOR APPROVAL PRIOR TO FABRICATION AND INSTALLATION. FRAMING CONTRACTOR SHALL NOTIFY ROUGH OPENING SIZE AND PLATFORM (IF REQUIRED) WITH MECHANICAL CONTRACTOR. PLUMBING CONTRACTOR SHALL PROVIDE FLOOR DRAIN AT GROUND LEVEL FOR ALL CONCRETE LINES FROM MECHANICAL UNIT AND - VERIFY W/MECHANICAL CONTRACTOR.
6. SEE SHEET A4-1 FOR DOOR & WINDOW SCHEDULES. (A) (B)

□ - DROPPED C.L. AT 7'-0" A.F.F.

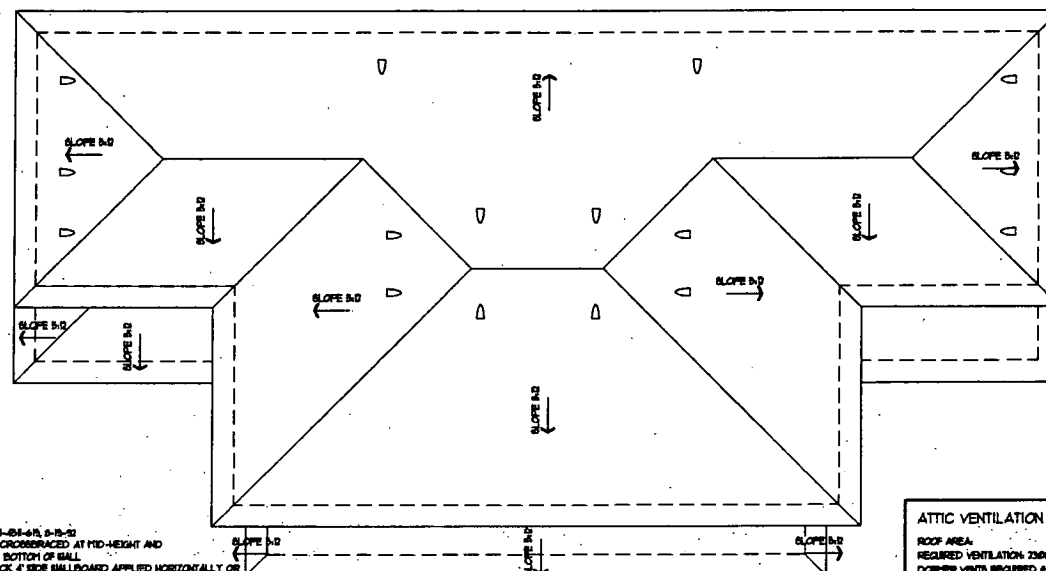
FIRST FLOOR 673 SF
SECOND FLOOR 915 SF
TOTAL 1588 SF
GARAGE 354 SF
PATIO 107 SF



REVISIONS	1. 11/27/00 PER CIV. B.O.C. DEPT.
CONSULTANTS	ADA TARA POINT CIRCLE LAS VEGAS, NV 89146 PHONE: (702) 360-1000 FAX: (702) 360-1000
ARCHITECT	CLIFTON A. MARSHALL ARCHITECT LTD.
SHEET TITLE	FIRST FLOOR PLAN FOUR BEDROOM UNIT JOB TITLE BRIDGE CRANES - DUPLEXES
DATE	9-11-00
JOB NO.	00-002
SHEET NO.	A3-1

OTTO MEDIDA

EOT-5041
10-6-04 CC



ATTIC VENTILATION CALCULATION:	
ROOF AREA:	2300 SF
REQUIRED VENTILATION: $2300 \times 1/4 / 300 =$	190 SQ. IN.
DORMER VENTS REQUIRED $\div 16$ SQ. IN. EACH $\div$	12
HIGH DORMER VENTS PROVIDED	8
LOW DORMER VENTS PROVIDED	8
TOTAL VENTILATION PROVIDED:	160 SQ. IN.

SCALE: 1/4" = 1'-0"

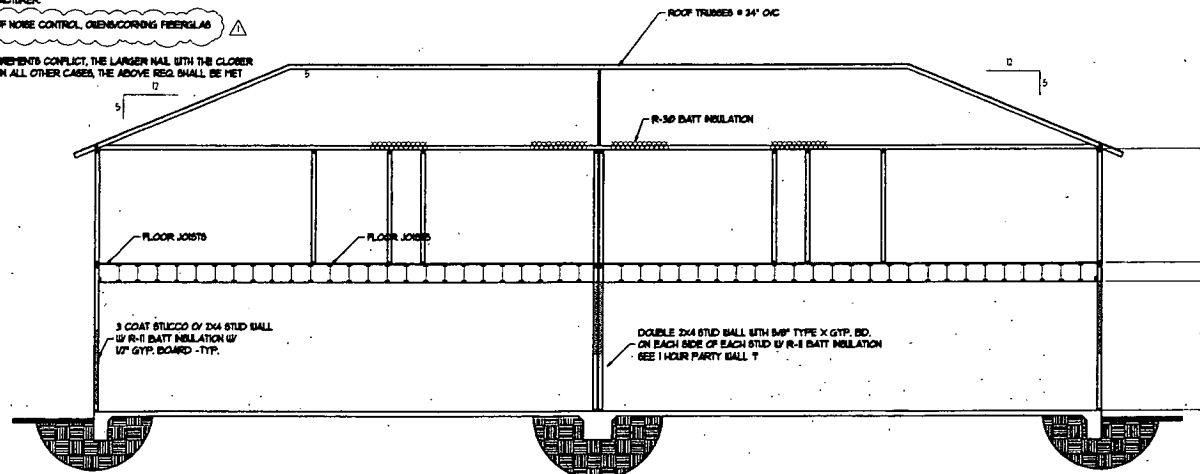


FIRE TEST: IBC TABLE 7-14, FM-3000 (0-10-10), 0-10-10
 1000 LBS. (450 KG) 2x4 SPACED 16" O.C. CROSSBRACED AT MID-HEIGHT AND
 EFFECTIVELY PRESTRESSING AT TOP AND BOTTOM OF WALL.
 BALLOONED, GYPSUM IMPACT 1/2" THICK BALLOONED APPLIED HORIZONTALLY OR
 VERTICALLY AND NAILLED TO STUDS AND BEARING PLATES 1" O.C. WITH CORNSET COATED
 NAILS 1" LONG. TOP AND BOTTOM WALLS TO BE CALCULATED AS BEARING WALLS.
 DRY WALL, SCREWS 1" LONG MAY BE SUBSTITUTED FOR 6d CORNSET COATED NAILS.
 JOINTS: BALLOONED MUST BEAR THE U.L. CLASSIFICATION MARKING
 JOINTS AND NAIL BEARING BALLOONED JOINTS OF OUTER LAYER COVERED WITH TAPE AND
 JOINT COMPOUND. HEADS OF OUTER LAYER COVERED WITH JOINT COMPOUND.
 BEARING THE U.L. CLASSIFICATION MARKING. 5/8" THICKNESS GLASS OR FIBER INSULATION
 BEARING THE U.L. CLASSIFICATION MARKING.

NOTE:
1-HOUR ATTIC SEPARATION WALL SHALL BE 2X4 STUDS AT 16" O.C. DESIGNED INTO TRUSSES BY TRUSS MANUFACTURER.

SOUND TEST, BTC - IN
REF: CALIFORNIA OFFICE OF NOISE CONTROL, ORENSBOROUGH FIBERGLAS
OFF 81-13-71 INTL IN

NOTE:
WHERE SHEAR WALL REQUIREMENTS CONFLICT, THE LARGER NAIL, WITH THE CLOSER
SPACING SHALL GOVERN. IN ALL OTHER CASES, THE ABOVE REQ. SHALL BE MET



SCALE: 1/4" = 1'-0"

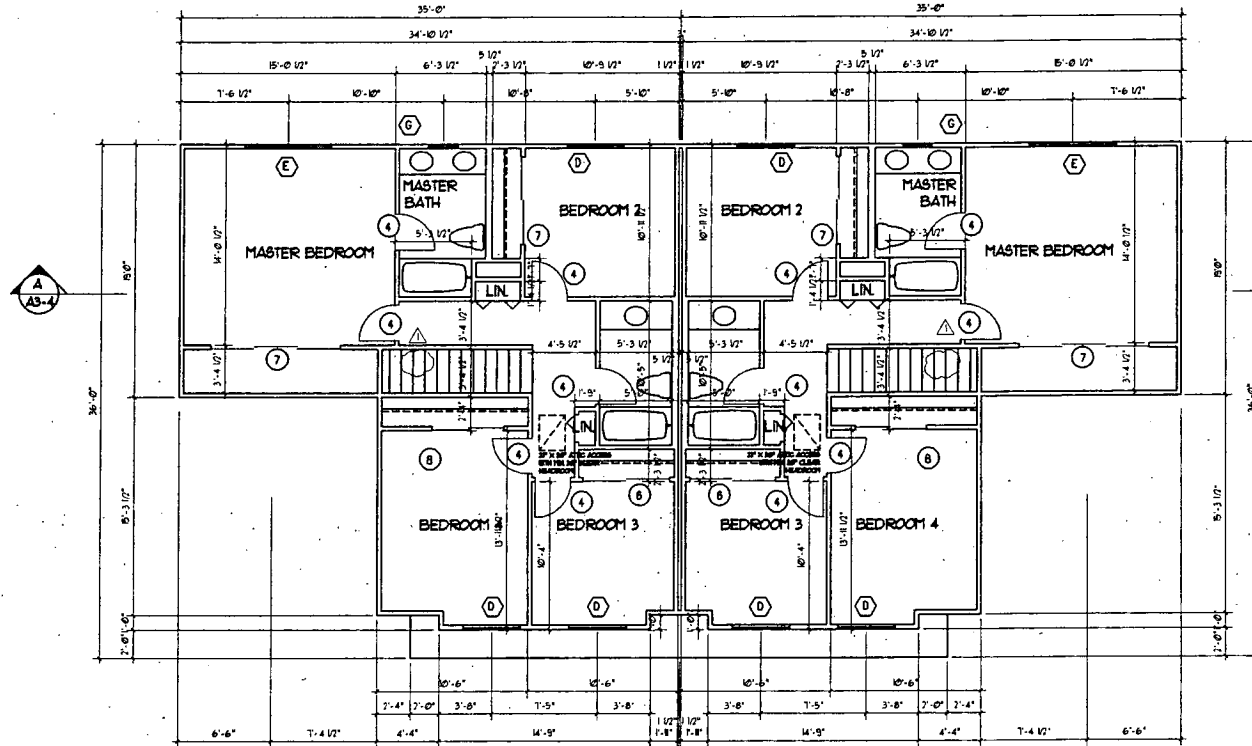
SCALE: NO SCALE

SHEET NO. A3-4	DATE 9-11-00 JOB NO. 00-002	SHEET TITLE ROOF PLAN FOUR BEDROOM UNITS JOB TITLE ERNIE CRAIGEN • DUPLEXES6	 CLIFTON A. MARSHALL ARCHITECTS LTD.	3428 TIARA POINT CIRCLE LAS VEGAS, NV 89146 PHONE: (702) 344-9400 FAX: (702) 344-9401	CONSULTANTS:	REVISONS:
	1. 12/7/00 FOR CIV. BLDG. DEPT. 2. 12/7/00 FOR CIV. BLDG. DEPT.					

EOT-5040

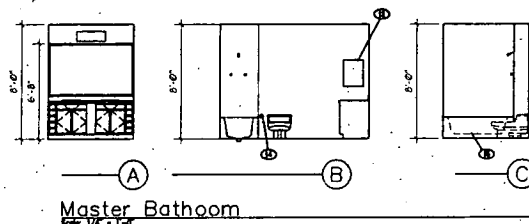
EOT-5041

10-6-04 CC

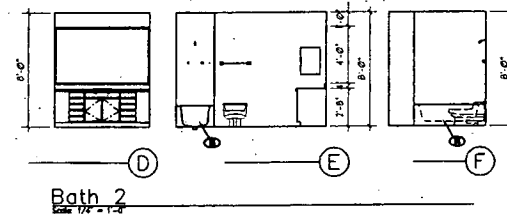


SECOND FLOOR PLAN

SCALE: 1/4" = 1'-0"

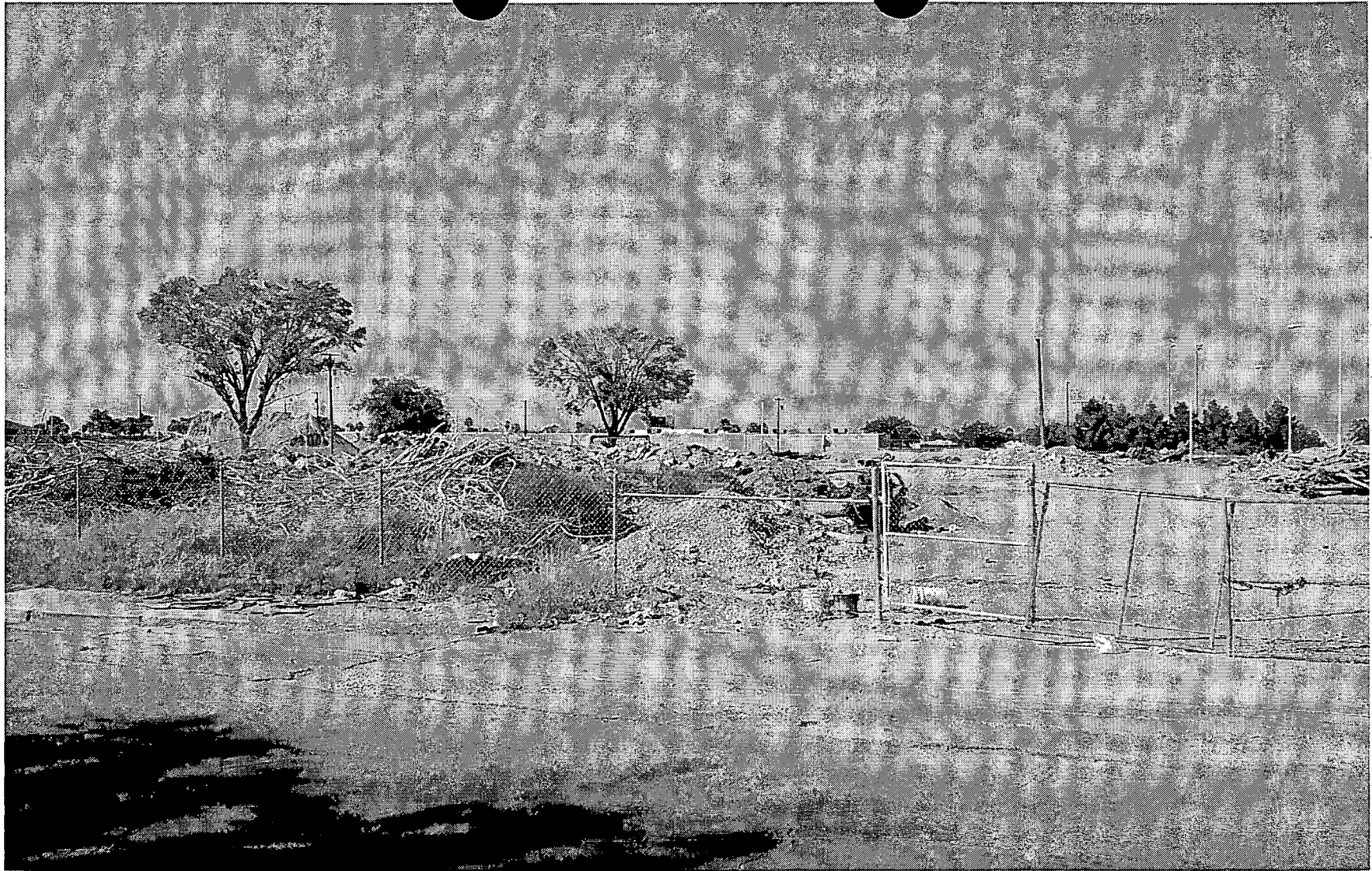


Master Bathroom



Bath 2

REVISIONS: 1. 11/2/00. PER CIV. ENG. SPT.	CONSULTANTS: 3433 TIARA POINT CIRCLE LAS VEGAS, NV 89146 PHONE (702) 344-9400 FAX (702) 344-9401
CLIPTON A. MARSHALL ARCHITECT LTD.	OTTO MERIDA
SHEET TITLE: SECOND FLOOR PLAN FOUR BEDROOM UNITS JOB TITLE: BONE-CRAKEN - DUPLEXES	DATE: 9-11-00 JOB NO.: 00-002
SHEET NO.: A3-2	



**EOT-5040 - APPLICANT: COMMUNITY DEVELOPMENT PROGRAMS CENTER OF
NEVADA - OWNER: LAS VEGAS HOUSING AUTHORITY**
Northeast corner of 28th Street and Sunrise Avenue
OCTOBER 6, 2004 CITY COUNCIL MEETING

Picture taken 09/14/04