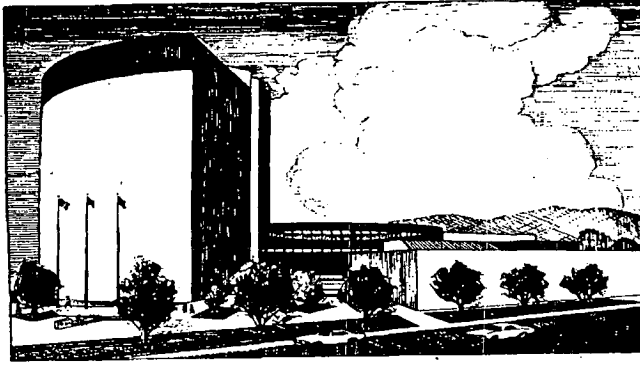




MINUTES

City of Las Vegas

CITY COUNCIL

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

CITY COUNCIL

Meeting of

OCTOBER 20, 2004

INVOCATION
PLEDGE OF ALLEGIANCE

CITY COUNCIL

PRESENT

ABSENT

EXCUSED

MAYOR OSCAR B. GOODMAN

(Excused from PM session at 4:13 PM)

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COUNCILMAN GARY REESE

MAYOR PRO-TEM

☒

☐

☐

COUNCILMAN LARRY BROWN

(Excused from AM session until 9:09 AM and PM session at 4:21 PM)

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COUNCILMAN LAWRENCE WEEKLY

(Excused from PM session at 4:13 PM)

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COUNCILMAN MICHAEL MACK

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COUNCILWOMAN JANET MONCRIEF

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COUNCILMAN STEVE WOLFSON

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DOUG SELBY, CITY MANAGER

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BRAD JERBIC, CITY ATTORNEY

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BRYAN SCOTT, DEPUTY CITY ATTORNEY (PM session)

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TOM GREEN, DEPUTY CITY ATTORNEY

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BARBARA JO ROEMUS, CITY CLERK

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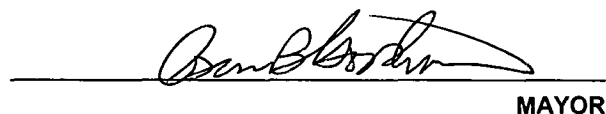
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APPROVED BY REFERENCE: January 5, 2005

ATTEST:


CITY CLERK


MAYOR

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 20, 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 MATTERS

- CALL TO ORDER
- ANNOUNCEMENT RE: COMPLIANCE WITH OPEN MEETING LAW
- INVOCATION - REVEREND BONNIE POLLEY, CHRIST EPISCOPAL CHURCH
- PLEDGE OF ALLEGIANCE
- RECOGNITION OF THE EMPLOYEE OF THE MONTH
- RECOGNITION OF THE 45TH ANNIVERSARY OF THE FOLIES BERGERE
- RECOGNITION OF OUTSTANDING COMMUNITY SERVICE IN WARD 6
- RECOGNITION OF TEACH FOR AMERICA WEEK

BUSINESS ITEMS - 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 Meeting of August 4, 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.

ADMINISTRATIVE - CONSENT

3. Approval and ratification of the contract between the City of Las Vegas and the Las Vegas Peace Officers Association (LVPOA) and the associated Trust Acceptance and Contract Data document for health insurance benefits (\$4.2 Million - General Fund) - All Wards

FINANCE & BUSINESS SERVICES - CONSENT

4. Approval of Service and Material Checks/Payroll Checks/Wire Transfers/Other Checks and Investments
5. Approval to transfer (reallocate) \$145,000 of Detention and Enforcement (D&E) Internal Affairs Division (IAD) Modular capital project funding and \$157,000 of D&E Unit 2 Yard Enclosure capital project funding to the D&E Culinary Upgrades capital project located at Stewart Avenue and Mojave Road in order to support the most recent Public Work's estimate and allow for bidding of the contract - Ward 3 (Reese)
6. Approval of a Special Event License for Caribbean Fun Stop, Location: Caribbean Fun Stop, 1122 Fremont Street, Dates: October 22-24, 2004, Type: Special Event Beer/Wine/Cooler, Event: Birthday Party, Responsible Persons in Charge: Deanford Innis and Patsy Thomas - Ward 5 (Weekly)
7. Approval of Change of Ownership, Location and Business Name for a Tavern License subject to the provisions of the fire codes and Health Dept. regulations, From: Darnic, Inc., dba Tongue N Groove, 713 East Ogden Avenue (Non-operational), Teri G. Galardi, Dir, Pres, Secy, Treas, 100%, To: JCK Ventures, LLC, dba Heights, 465 South Decatur Boulevard, Lorri A. Campbell, Mgr, The JCK Family Trust, Mmbr, 95%, Lorri A. Campbell, Trustee, Candace L. Campbell, Mmbr, 5% - Ward 1 (Moncrief)
8. Approval of Change of Ownership, Location and Business Name for a Tavern License and a new Restricted Gaming License for 15 slots subject to the provisions of the fire and planning codes and Health Dept. regulations, From: Westronics, Inc., dba Honest John's "I'm Back!" Casino, Bar & Restaurant, 2430 Las Vegas Boulevard South (Non-operational), Claudia D. Wichinsky, Dir, Pres, Treas, 50%, Glenn E. Wichinsky, Dir, Secy, 50%, To: Nelson M. Maldonado, dba Bar Vertigo, 2025 East Charleston Boulevard, Nelson M. Maldonado, 100%, Mark M. Mintz, Lender - Ward 3 (Reese)
9. Approval of a new Restricted Gaming License for 5 slots subject to confirmation of approval by the Nevada Gaming Commission, Costello Marketing, LLC, dba Wash N' Save Laundromat, 235 North Eastern Avenue, Suite 124, Michael J. Costello, Mgr, Mmbr, 50%, Gail A. Costello, Mmbr, 50%, Margaret R. Symons, Key Employee - Ward 3 (Reese)
10. Approval of Change of Location for a Locksmith License, Charlie's Lock & Key, LLC, dba Charlie's Lock & Key, LLC, From: 232 North Jones Boulevard, 186, To: 29 North 28th Street, 5B, Susan M. Moses, Mgr, 51%, Charles M. Moses, Mgr, 49% - Ward 3 (Reese)
11. Approval of Change of Ownership and Business Name for a Class III-B Secondhand Dealer License, From: Progressive Pallets, Inc., dba Progressive Pallets, Inc., James E. Crow, Dir, Pres, 100%, To: Image Pallets, LLC, dba Progressive Pallets, 1080 South Commerce Street, Image Investments, Inc., Mgr, Mmbr, 80%, Robert E. Pippen, Dir, Pres, 100%, Progressive Pallets, Inc., Mgr, Mmbr, 20%, James E. Crow, Dir, Pres, 100% - Ward 1 (Moncrief)
12. Approval of award of Bid No. 05.1730.07-LED, Traffic Improvements Package #5 - Federal Project No. STP-0159(009) and approve the construction conflicts and contingency reserve set by Finance and Business Services - Department of Public Works - Award recommended to: WELLS CARGO, INC. (\$2,479,353.60 - Road and Flood Capital Project Fund) - Wards 2, 4 and 6 (Wolfson, Brown and Mack)

FINANCE & BUSINESS SERVICES - CONSENT

13. Approval of authorization to use Clark County Bid Number 5619-04 for Scott Eagle Imaging 160 Thermal Imaging Cameras - Department of Fire and Rescue - Awarded to: FIRST IN, INC. (\$98,978 - Multipurpose Special Revenue Fund)
14. Approval of issuance of purchase orders for the purchase of specialty printing paper stock for the City's Graphic Arts Division to satisfy the City's printing requirements - Department of Information Technologies, Graphic Arts - Award recommended to: VARIOUS SUPPLIERS (Estimated annual aggregate amount of \$90,000 - Graphic Arts Internal Service Fund)
15. Approval of award of Contract No. 050108, Historic Preservation Consulting Services for the Post Office at 301 Stewart Ave. - Public Works - Award recommended to: CHATTEL ARCHITECTURE, PLANNING & PRESERVATION, INC. (\$44,720 - Parks and Leisure Activities Capital Project Fund) - Ward 5 (Weekly)
16. Approval of award of Macromedia Software End User License Agreement (including indemnification provision) - Department of Information Technologies - Award recommended to: MARKETWARE TECHNOLOGIES (\$1,068 - Computer Services Internal Service Fund)
17. Approval of revision to purchase order 212965 for Rental of Multi-Functional Devices - Department of Information Technologies - Award to: IKON OFFICE SOLUTIONS (\$180,000 - Graphic Arts Internal Service Fund)
18. Approval of award of Bid No. 050104-TB, Annual Requirements Contract for Liquid Polymer - Department of Public Works - Award recommended to: CIBA SPECIALTY CHEMICALS CORPORATION (Estimated annual amount of \$1,000,000 - Sanitation Enterprise Fund)

FIRE & RESCUE - CONSENT

19. Approval authorizing the Department of Fire & Rescue to execute a Secondary User's Agreement with the Clark County Health District for the transfer of interoperable radio equipment for public safety communications - All Wards
20. Approval to accept a FY2004 Congressionally Mandated Grant Award in the amount of \$395,750 for public safety interoperable communications projects - All Wards
21. Approval of a Memorandum of Understanding between the City of Las Vegas and the Volunteer Center of Southern Nevada for the transfer of U.S. Department of Homeland Security grant funds in the amount of \$6,110 to support volunteer management services - All Wards

HUMAN RESOURCES - CONSENT

22. Approval to create one temporary full time Office Specialist I position to support the Centennial Celebration Committee in the City Manager's Office (\$50,100 - Centennial Funds) - All Wards

PUBLIC WORKS - CONSENT

23. Approval of a Grant Deed from F & F Horizons Associates, LLC, a Delaware limited liability company, for portions of the Southeast Quarter of Section 32, Township 20 South, Range 60 East, Mount Diablo Meridian, for dedication of additional rights-of-way for a right turn lane and bus turnout located at the northwest corner of Charleston Boulevard and Durango Drive, APN 138-32-801-001 - Ward 2 (Wolfson)
24. Approval of an Easements and Rights-of-Way Grant to the Las Vegas Valley Water District, a Quasi-Municipal Corporation for a portion of the Southeast Quarter of Section 25, Township 20 South, Range 61 East, Mount Diablo Meridian for a water easement (15 feet by 20 feet) on the south side of Washington Avenue, west of Pecos Road to serve the Freedom Park Pool, APN 139-25-701-002 - Ward 3 (Reese)

PUBLIC WORKS - CONSENT

25. Approval of Interlocal Agreement 109129 Amendment 1 with the Las Vegas Valley Water District (District) for the City of Las Vegas Special Improvement District 1487 as part of the Jones Boulevard - Beltway to Elkhorn project - Ward 6 (Mack)
26. Approval of a Non-refundable Contribution in Aid of Construction Agreement with Nevada Power Company to facilitate relocation of a Nevada Power Company switchgear near the corner of Durango Drive and Vegas Drive (\$36,426 - Regional Transportation Commission [RTC]) - Wards 2 and 4 (Wolfson and Brown)
27. Approval of a Rule 9 Line Extension Agreement with Nevada Power Company for the installation of utility for electric services to provide power for streetlights at the Elkhorn Overpass over US95 construction project (\$13,526 - Regional Transportation Commission [RTC]) - Ward 6 (Mack)
28. Approval of a Sewer Connection and Interlocal Contract with Clark County Water Reclamation District - Southwest Engineering on behalf of White Horse Estates, LLC, owners (northeast corner of Elkhorn Road and Torrey Pines Boulevard, APN 125-14-801-001) - County (near Ward 6 - Mack)
29. Approval of an Encroachment Request from D. R. Horton, Incorporated, owner (northeast corner of Fort Apache Road and Gilcrease Avenue) - Ward 6 (Mack)
30. Approval of an Encroachment Request from Slater Hanifan Group on behalf of Pardee Homes Nevada, Incorporated, owner (Tee Pee Lane between Deer Springs Way and Dorrell Lane) - Ward 6 (Mack)
31. Approval of a Sewer Connection and Interlocal Contract with Clark County Water Reclamation District - VTN Nevada on behalf of Quarterhorse Falls Estates, LLC, owners (northeast corner of Horse Drive and Mustang Street, APN 125-11-603-001 and 125-11-603-002) - County (near Ward 6 - Mack)
32. Approval of an Encroachment Request from Orion Engineering and Surveying, Incorporated, on behalf of Plaster Development Company, Incorporated, owner (Shadow Lane north of Alta Drive) - Ward 5 (Weekly)
33. Approval of a Sewer Connection and Interlocal Contract with Clark County Water Reclamation District - Southwest Engineering on behalf of White Horse Estates, LLC, owners (southwest corner of Torrey Pines Boulevard and Severance Lane, APN 125-14-403-001, 125-14-403-002, 125-14-403-003, and 125-14-403-004) - County (near Ward 6 - Mack)
34. Approval of Interlocal Agreement 110449 with the Las Vegas Valley Water District for water service at Freedom Park Pool and Bathhouse (\$86,126 - Recreation Capital Projects Fund) - Ward 3 (Reese)

RESOLUTIONS - CONSENT

35. R-152-2004 - Approval of a Resolution Determining the Cost and Directing the City Engineer to prepare the Final Assessment Roll for Special Improvement District No. 1480 - Buffalo Drive (Cheyenne Avenue to Lone Mountain Road) (\$308,608.02 - Capital Projects Fund/Special Assessments) - Ward 4 (Brown)
36. R-153-2004 - Approval of a Resolution fixing the time and place when complaints, protests, and objections to the Final Assessment Roll will be heard for Special Improvement District No. 1480 - Buffalo Drive (Cheyenne Avenue to Lone Mountain Road) (\$308,608.02 - Capital Projects Fund/Special Assessments) - Ward 4 (Brown)
37. R-154-2004 - Approval of a Resolution Determining the Cost and Directing the City Engineer to prepare the Final Assessment Roll for Special Improvement District No. 1495 - Buffalo Drive (Cheyenne Avenue to Lone Mountain Road) (\$12,759.92 - Capital Projects Fund/Special Assessments) - Ward 4 (Brown)
38. R-155-2004 - Approval of a Resolution fixing the time and place when complaints, protests, and objections to the Final Assessment Roll will be heard for Special Improvement District No. 1495 - Buffalo Drive (Cheyenne Avenue to Lone Mountain Road) (\$12,759.92 - Capital Projects Fund/Special Assessments) - Ward 4 (Brown)
39. R-156-2004 - Approval of a Resolution Establishing the Interest Rate for Special Improvement District No. 1499 - Alexander Road (US-95 to Rancho Drive) (\$78,002.48 - Capital Projects Fund/Special Assessments) - Ward 6 (Mack)

RESOLUTIONS - CONSENT

40. R-157-2004 - Approval of a resolution directing the City Treasurer to give notice of the sale of a property (Parcel Number 139-28-201-001) located on the northeast corner of Washington Avenue and Tonopah Drive for which the City holds a Certificate of Sale as the result of the foreclosure of an assessment lien, and providing other matters properly relating thereto - Ward 5 (Weekly)

REAL ESTATE COMMITTEE - CONSENT

41. Approval of entering into negotiations with Investment Equity Development (IED) for the sale of approximately 4.58 acres of City owned land located in the vicinity of Cheyenne Avenue and Durango Drive, APNs 138-08-801-006 and -007 for development of an office park - Ward 4 (Brown)
42. Approval of a Land Lease Agreement between the City of Las Vegas and Southwestco Wireless, LP, d/b/a Verizon Wireless, by Southwestco Wireless, Inc., for a wireless communications system located on approximately 200 square feet of property located at 7151 Oso Blanca Road, commonly known as Mountain Ridge Park (\$386,880 revenue for duration of contract) - Ward 6 (Mack)
43. Approval of a Lease Agreement between the City of Las Vegas and Nevada Hospitality Service, LLC, for a storage area at the Downtown Transportation Center (DTC) located at 300 North Casino Center Boulevard (\$1,200 first year revenue) - Ward 5 (Weekly)
44. Approval of a Lease Agreement between the City of Las Vegas and Nevada Hospitality Service, LLC, for a food cart at the Downtown Transportation Center (DTC) located at 300 North Casino Center Boulevard (\$7,500 first year revenue) - Ward 5 (Weekly)

DISCUSSION / ACTION ITEMS

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. ABEYANCE ITEM - Discussion and possible action on Appeal of Work Card Denial: Michael J. Amsbary, 2725 W. Wigwam Avenue, Apt. 1089, Las Vegas, Nevada 89123
47. Discussion and possible action on Appeal of Work Card Denial: Meredith Howard Polzel, 320 S. First Street, Las Vegas, Nevada 89101

FINANCE & BUSINESS SERVICES - DISCUSSION

48. ABEYANCE ITEM - 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
49. ABEYANCE ITEM - 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)

FINANCE & BUSINESS SERVICES - DISCUSSION

50. Discussion and possible action regarding Temporary Approval of a new Supper Club License subject to the provisions of the fire codes and Health Dept. regulations, Islands Summerlin/Anaheim Hills, LP, dba Islands Fine Burgers & Drinks, 10810 West Charleston Boulevard, Islands Summerlin, LLC, Gen Ptnr, 25%, Islands Anaheim Hills, LLC, Gen Ptnr, 25%, Islands Restaurants, Ltd Ptnr, Mgr, Class B Mmbr, 80%, Douglas E. Kollus, Class A Mmbr, 10%, Michael B. Smith, Class A Mmbr, 4%, Reiko L. Matsumoto, Class A Mmbr, 3.4%, Lewis M. Jackson, Class A Mmbr, 2%, Robert L. Richards, Jr., Class A Mmbr, .6% - Ward 2 (Wolfson)
51. Discussion and possible action regarding Change of Ownership and Business Name for a Tavern License and a new Restricted Gaming License for 10 slots subject to the provisions of the fire codes and Health Dept. regulations, From: B4 and After, a Limited Partnership, dba Bunkhouse, Thomas M. Burns, Gen Ptnr, 33 1/3%, Stewart L. Bell, Ltd Ptnr, 33 1/3%, James M. Bixler, Ltd Ptnr, 33 1/3%, To: Quality Commercial Maintenance, Inc., dba The Bunkhouse, 124 South 11th Street, Charles J. Fox, Dir, Pres, Secy, Treas, 100% - Ward 1 (Moncrief)
52. Discussion and possible action regarding Temporary Approval of Change of Ownership for a Pawnbroker/Pistol Permit and a Class II Secondhand Dealer License, From: Camco, Inc., Steven A. Mack, COB, CEO, Bryan W. Waters, Pres, COO, Marco A. Herrera, VP, Secy, Steven Mack Revocable Trust, 100%, Steven A. Mack, Trustee, To: Cash America, Inc. of Nevada, dba SuperPawn: 1150 South Rainbow Boulevard; 3270 South Valley View Boulevard; 126 South 1st Street, Daniel Ray Feehan, Dir, CEO, Pres, Cash America International, Inc., 100%, Daniel R. Feehan, Dir, CEO, Pres - Ward 1 (Moncrief)
53. Discussion and possible action regarding Temporary Approval of Change of Ownership for a Pawnbroker/Pistol Permit and a Class II Secondhand Dealer License, From: Camco, Inc., Steven A. Mack, COB, CEO, Bryan W. Waters, Pres, COO, Marco A. Herrera, VP, Secy, Steven Mack Revocable Trust, 100%, Steven A. Mack, Trustee, To: Cash America, Inc. of Nevada, dba SuperPawn, 7585 West Washington Avenue, Daniel Ray Feehan, Dir, CEO, Pres, Cash America International, Inc., 100%, Daniel R. Feehan, Dir, CEO, Pres - Ward 2 (Wolfson)
54. Discussion and possible action regarding Temporary Approval of Change of Ownership for a Pawnbroker/Pistol Permit and a Class II Secondhand Dealer License, From: Camco, Inc., Steven A. Mack, COB, CEO, Bryan W. Waters, Pres, COO, Marco A. Herrera, VP, Secy, Steven Mack Revocable Trust, 100%, Steven A. Mack, Trustee, To: Cash America, Inc. of Nevada, dba SuperPawn: 515 East St. Louis Avenue; 2300 East Charleston Boulevard, Daniel Ray Feehan, Dir, CEO, Pres, Cash America International, Inc., 100%, Daniel R. Feehan, Dir, CEO, Pres - Ward 3 (Reese)
55. Discussion and possible action regarding Temporary Approval of Change of Ownership for a Pawnbroker/Pistol Permit and a Class II Secondhand Dealer License, From: Camco, Inc., Steven A. Mack, COB, CEO, Bryan W. Waters, Pres, COO, Marco A. Herrera, VP, Secy, Steven Mack Revocable Trust, 100%, Steven A. Mack, Trustee, To: Cash America, Inc. of Nevada, dba SuperPawn, 5910 West Lake Mead Boulevard, Daniel Ray Feehan, Dir, CEO, Pres, Cash America International, Inc., 100%, Daniel R. Feehan, Dir, CEO, Pres - Ward 5 (Weekly)
56. Discussion and possible action regarding Temporary Approval of Change of Ownership for a Pawnbroker/Pistol Permit and a Class II Secondhand Dealer License, From: Camco, Inc., Steven A. Mack, COB, CEO, Bryan W. Waters, Pres, COO, Marco A. Herrera, VP, Secy, Steven Mack Revocable Trust, 100%, Steven A. Mack, Trustee, To: Cash America, Inc. of Nevada, dba SuperPawn: 4111 North Rancho Drive; 6824 West Cheyenne Avenue, Daniel Ray Feehan, Dir, CEO, Pres, Cash America International, Inc., 100%, Daniel R. Feehan, Dir, CEO, Pres - Ward 6 (Mack)
57. Discussion and possible action regarding a Six Month Review of a Beer/Wine/Cooler Off-sale License, Melva Boyd, dba Lucky Champ, 1420 West Bonanza Road, Melva D. Boyd, 100% - Ward 5 (Weekly)
58. Discussion and possible action regarding Temporary Approval of a new Wholesale General License, Vin Sauvage, LLC, dba Vin Sauvage, LLC, 4050 West Sunset Road, Suite D, Sauvage Gas Company, Mmbr, 100%, Ward A. Sauvage, Dir, Pres, David E. Miller, Dir, Secy, Treas, Alan Savage, Mgr - County

HUMAN RESOURCES - DISCUSSION

59. Discussion and possible action to create thirty-four (34) regular full time Corrections Officer positions and three (3) regular full time Corrections Sergeant positions to supervise inmates at the City Detention Center (\$1,783,419 - General Fund) - Ward 3 (Reese)

PLANNING & DEVELOPMENT - DISCUSSION

60. Discussion regarding possible changes to current Title 19.14.060 and 19.14.100 dimensional and other standards for On-Premise Free Standing Signs and Off-Premise Signs (billboards) and to direct staff accordingly - All Wards

RESOLUTIONS - DISCUSSION

61. R-158-2004 - Discussion and possible action on a Resolution to encourage volunteerism and public stewardship through the Take Pride in America Program - All Wards

BOARDS & COMMISSIONS - DISCUSSION

62. ANIMAL ADVISORY COMMITTEE – Staci Columbo, Term Expiration 11-15-2004
63. SENIOR CITIZEN LAW PROJECT ADVISORY BOARD – Kimberly Malloy, Term Expiration 11-1-2004
64. Appointment of Members to the Community Development Recommending Board

REAL ESTATE COMMITTEE - DISCUSSION

65. Discussion and possible action regarding a Disposition and Development Agreement (DDA) between CityMark Development LLC (CityMark) and Office District Parking I, Inc., (ODP) for the site located at 3rd Street and Bonneville Avenue, totaling approximately 2.38 acres (the Site), APNs 139-34-311-095 to -102 and -105 to -110 (Gain of \$5,196,200) - Ward 1 (Moncrief)

RECOMMENDING COMMITTEE REPORT - DISCUSSION

BILLS ELIGIBLE FOR ADOPTION AT THIS MEETING

66. 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
67. 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.)

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.

68. 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

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.

69. Bill No. 2004-69 - Establishes new solid waste and recycling regulations. Proposed by: Mark R. Vincent, Director of Finance and Business Services

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.

70. Bill No. 2004-70 - Annexation No. ANX-4957 - Property location: On the north side of Ann Road, east and west of Mustang Road (aka Mustang Street); Petitioned by: Matrix Development Corporation, et al.; Acreage: 10.69 acres; Zoned: R-E (County zoning), U (R) and U (RE) (City equivalents). Sponsored by: Councilman Michael Mack

1:00 P.M. - AFTERNOON SESSION

BUSINESS ITEMS - AFTERNOON

71. 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

72. ABEYANCE ITEM - Hearing to consider the appeal regarding the Zoning Violations/Nuisance Notice and Order to Comply regarding 6318 West Sahara Avenue. PROPERTY OWNERS: C S S SAHARA LP - Ward 1 (Moncrief)
73. Public hearing to consider the report of expenses to recover costs for abatement of dangerous buildings, a public nuisance and an imminent hazard located at 15 West Owens Avenue. PROPERTY OWNERS: WEST OWENS MANAGEMENT GROUP, LLC, CCSD PROPERTIES, INC., DAVID DIMARCO, SANDI DIMARCO, AND T & B DEL CORP. - Ward 5 (Weekly)

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 - DISCUSSION

74. DIR-5079 - ABEYANCE ITEM - APPLICANT/OWNER: SCOTCH EIGHTY HOMEOWNERS ASSOCIATION - Appeal of Director's decision per Title 19.00.070.F to deny the application of a Petition to Vacate public streets located within the Scotch Eighty Subdivision for failure to comply with Title 19.04.040, Ward 1 (Moncrief). Staff recommends DENIAL
75. RQR-5115 - PUBLIC HEARING - APPLICANT/OWNER: UNITED BROTHERS ENTERPRISES - Request for a Required Six Month Review of AN APPROVED REVIEW OF CONDITION (ROC-3797) OF AN APPROVED SPECIAL USE PERMIT (U-0088-01), WHICH ALLOWED THE INDIVIDUAL SALES OF ANY SIZE BEER, WINE COOLERS, AND SCREW CAP WINE at 2320 East Fremont Street (APN 139-35-805-001), C-2 (General Commercial) Zone, Ward 3 (Reese). Staff recommends APPROVAL
76. RQR-5238 - PUBLIC HEARING - APPLICANT/OWNER: COSTCO WHOLESALE - Required One Year Review of an approved Review of Condition (ROC-2882) of an approved Special Use Permit (U-0171-00) WHICH ALLOWED THE DELIVERY OF PACKAGED LIQUOR BETWEEN THE HOURS OF 6 AM AND 6 PM WHERE THE DELIVERY HOURS WERE RESTRICTED TO 6 AM TO NOON at 801 South Pavilion Center Drive (APN 137-35-714-001), P-C (Planned Community) Zone, Ward 2 (Wolfson). Staff recommends APPROVAL
77. ROC-5057 - ABEYANCE ITEM - 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
78. ROC-5250 - PUBLIC HEARING - APPLICANT: TIM C. AYALA - OWNER: FRANCISCO MENDOZA - Request for a Review of Condition Number 3 of an approved Rezoning (ZON-3474) TO ALLOW SITE DEVELOPMENT PLAN REVIEW APPLICATIONS TO BE SUBMITTED ON AN INDIVIDUAL BASIS, WHERE A COMPREHENSIVE SITE PLAN, INCLUDING ALL LOTS, WAS REQUIRED TO BE SUBMITTED FOR APPROVAL BY THE PLANNING AND DEVELOPMENT DEPARTMENT AND THE DEPARTMENT OF PUBLIC WORKS PRIOR TO THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY FOR ANY OF THE LOTS INVOLVED IN THE REZONING on 1.7 acres at 600 to 804 North Jones Boulevard (APN 138-25-310-001 through 009), R-1 (Single Family Residence) Zone under Resolution of Intent to P-R (Professional Office and Parking), Ward 2 (Wolfson). Staff recommends DENIAL. (NOTE: SUBSEQUENT TO THE MAILING OF PUBLIC HEARING NOTICES, THE AGENDA HEADING WAS REVISED)
79. SDR-4498 - ABEYANCE ITEM - 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
80. SDR-4992 - PUBLIC HEARING - APPLICANT/OWNER: D.R. HORTON - Request for a Site Development Plan Review FOR A PROPOSED 94 LOT SINGLE FAMILY RESIDENTIAL DEVELOPMENT on 15.17 acres adjacent to the southeast corner of Deer Springs Way and Campbell Road (APN 125-20-301-006, 007 and 015), U (Undeveloped) Zone [TC (Town Center) General Plan designation] under Resolution of Intent to T-C (Town Center) and T-C (Town Center) Zone, Ward 6 (Mack). The Planning Commission (4-0-2 vote) and staff recommend APPROVAL
81. WVR-4833 - PUBLIC HEARING - APPLICANT: RICHMOND AMERICAN HOMES - OWNER: RANDEER, LLC - Request for a Waiver to Title 18.12.160 TO ALLOW APPROXIMATELY 90 FEET BETWEEN STREET INTERSECTIONS WHERE 220 FEET IS THE MINIMUM DISTANCE SEPARATION REQUIRED adjacent to the northwest corner of Cimarron Road and Deer Springs Way (APN 125-21-202-004), T-C (Town Center) Zone, Ward 6 (Mack). Staff recommends DENIAL. The Planning Commission (5-0-1 vote) recommends APPROVAL

PLANNING & DEVELOPMENT - DISCUSSION

82. SDR-4832 - PUBLIC HEARING - APPLICANT: RICHMOND AMERICAN HOMES - OWNER: RANDEER, LLC - Request for an Site Development Plan Review FOR A 131 LOT SINGLE FAMILY DETACHED DEVELOPMENT on 11.3 acres adjacent to the northwest corner of Cimarron Road and Deer Springs Way (APN 125-21-202-004), TC (Town Center) Zone, Ward 6 (Mack). Staff recommends DENIAL. The Planning Commission (5-0-1 vote) recommends APPROVAL. (NOTE: Approval was for 70 units)

83. MOD-4632 - PUBLIC HEARING - APPLICANT: ROYAL CONSTRUCTION - OWNER: SHADOW HILLS PLAZA, LLC - Request for a Major Modification to the Lone Mountain Master Development Plan FROM: VC (VILLAGE COMMERCIAL) TO: MLA (MEDIUM-LOW ATTACHED RESIDENTIAL) on 3.7 acres adjacent to the southwest corner of Buckskin Avenue and Shady Timber Street (a portion of APN 137-12-401-022 and a portion of 137-12-801-001), U (Undeveloped) Zone [PCD (Planned Community Development) General Plan Designation] under Resolution of Intent to PD (Planned Development), Ward 4 (Brown). Staff recommends DENIAL. The Planning Commission (5-0-1 vote) recommends APPROVAL

84. WVR-4754 - PUBLIC HEARING - APPLICANT: ROYAL CONSTRUCTION - OWNER: SHADOW HILLS PLAZA, LLC - Request for Waivers of TITLE 18.12.160 TO ALLOW A 210-FOOT SEPARATION DISTANCE BETWEEN INTERSECTIONS WHERE A MINIMUM OF 220 FEET IS REQUIRED WHEN PROVIDING EXTERNAL ACCESS FROM A SUBDIVISION TO AN EXISTING STREET HAVING A RIGHT-OF-WAY WIDTH OF 60 FEET OR MORE AND OF 18.12.130 TO ALLOW A PRIVATE DRIVE GREATER THAN 150 FEET WITHOUT A CIRCULAR TURN-AROUND OR EMERGENCY SERVICE VEHICLE ACCESS GATE, IN CONJUNCTION WITH A PROPOSED 44-LOT SINGLE-FAMILY ATTACHED RESIDENTIAL DEVELOPMENT on 3.70 acres adjacent to the southwest corner of Shady Timber Street and Buckskin Avenue (a portion of APN 137-12-401-022 and a portion of 137-12-801-001), U (Undeveloped) Zone [PCD (Planned Community Development) General Plan Designation] under Resolution of Intent to PD (Planned Development) [Village Commercial Lone Mountain Special Land Use Designation - PROPOSED: MLA (Medium-Low Attached Residential)], Ward 4 (Brown). Staff recommends DENIAL. The Planning Commission (5-0-1 vote) recommends APPROVAL

85. SDR-4751 - PUBLIC HEARING - APPLICANT: ROYAL CONSTRUCTION - OWNER: SHADOW HILLS PLAZA, LLC - Request for a Site Development Plan Review FOR A PROPOSED 44-LOT SINGLE-FAMILY ATTACHED RESIDENTIAL DEVELOPMENT on 3.70 acres adjacent to the southwest corner of Shady Timber Street and Buckskin Avenue (a portion of APN 137-12-401-022 and a portion of 137-12-801-001), U (Undeveloped) Zone [PCD (Planned Community Development) General Plan Designation] under Resolution of Intent to PD (Planned Development) [Village Commercial Lone Mountain Special Land Use Designation - PROPOSED: MLA (Medium-Low Attached Residential)], Ward 4 (Brown). Staff recommends DENIAL. The Planning Commission (5-0-1 vote) recommends APPROVAL

86. 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

87. VAC-4747 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT/OWNER: M T C 118, INC. - Petition to Vacate the stubbed portion of Wittig Avenue east of Durango Drive, Ward 6 (Mack). The Planning Commission (3-2 vote) and staff recommend APPROVAL

88. VAC-4948 - PUBLIC HEARING - APPLICANT: KIMBALL HILL HOMES - OWNER: CLIFF'S EDGE, LLC - Request for a Petition of Vacation to vacate U. S. Government Patent Reservations generally located south of Elkhorn Road, between Puli Road and Shaumber Road, Ward 6 (Mack). The Planning Commission (5-0-1 vote) and staff recommend APPROVAL

89. VAC-4949 - PUBLIC HEARING - APPLICANT: KIMBALL HILL HOMES - OWNER: CLIFF'S EDGE, LLC - Request for a Petition of Vacation to vacate U. S. Government Patent Reservations generally located south of Elkhorn Road, between Shaumber Road and Hualapai Way, Ward 6 (Mack). The Planning Commission (5-0-1 vote) and staff recommend APPROVAL

90. VAC-4967 - PUBLIC HEARING - APPLICANT/OWNER: SAMER NAKHLE - Request for a Petition to vacate a portion of the south half of Holmby Avenue, east of Belcastro Street, south of Holmby Avenue, Ward 1 (Moncrief). The Planning Commission (6-0 vote) and staff recommend APPROVAL

PLANNING & DEVELOPMENT - DISCUSSION

91. VAR-4934 - PUBLIC HEARING - APPLICANT/OWNER: KENNINGTON DEVELOPMENT, LLC - Request for a Variance to ALLOW A LOT WIDTH OF 99 FEET WHERE 100 FEET IS THE MINIMUM WIDTH REQUIRED FOR A PROPOSED THREE LOT SINGLE FAMILY RESIDENTIAL DEVELOPMENT on 1.79 acres adjacent to the southeast corner of Jones Boulevard and Whispering Sands Drive (APN 125-13-201-001), R-E (Residence Estates) Zone, Ward 6 (Mack). The Planning Commission (5-0 vote) and staff recommend APPROVAL
92. SUP-4933 - PUBLIC HEARING - APPLICANT/OWNER: KENNINGTON DEVELOPMENT, LLC - Request for a Special Use Permit to ALLOW A PRIVATE STREET FOR A PROPOSED THREE LOT SINGLE FAMILY RESIDENTIAL DEVELOPMENT adjacent to the southeast corner of Jones Boulevard and Whispering Sands Drive (APN 125-13-201-001), R-E (Residence Estates) Zone, Ward 6 (Mack). The Planning Commission (5-0 vote) and staff recommend APPROVAL
93. VAR-4986 - PUBLIC HEARING - APPLICANT/OWNER: RODRIGO AND TERESITA HERRERA - Request for a Variance TO ALLOW 21 PARKING SPACES WHERE 32 ARE REQUIRED on 0.44 acres at 946 East Sahara Avenue (APN 162-03-801-114), C-1 (Limited Commercial) Zone, Ward 3 (Reese). Staff recommends DENIAL. The Planning Commission (5-1 vote) recommend APPROVAL
94. SDR-4990 - PUBLIC HEARING - APPLICANT/OWNER: RODRIGO AND TERESITA HERRERA - Request for a Site Development Plan Review FOR A RETAIL BUILDING AND WAIVERS OF SETBACK AND LANDSCAPING STANDARDS on 0.44 acres at 946 East Sahara Avenue (APN 162-03-801-114), C-1 (Limited Commercial) Zone, Ward 3 (Reese). Staff recommends DENIAL. The Planning Commission (5-1 vote) recommends APPROVAL
95. RQR-5234 - PUBLIC HEARING - APPLICANT: EXPRESS CASH AND LOANS - OWNER: NERCES HIMIDIAN LIVING TRUST - Required Six Month Review of an approved Special Use Permit (SUP-3747) WHICH ALLOWED A FINANCIAL INSTITUTION, SPECIFIED at 1426 East Charleston Boulevard, Suite 110 (APN 162-02-110-007), C-1 (Limited Commercial) Zone, Ward 3 (Reese). Staff recommends DENIAL
96. RQR-4669 - ABEYANCE ITEM - 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
97. RQR-4959 - PUBLIC HEARING - APPLICANT: LAMAR ADVERTISING - OWNER: FOSTER DAY CORPORATION - Appeal filed by the applicant from the Denial by the Planning Commission on a Required Two Year Review of an approved Special Use Permit (U-0036-95) WHICH ALLOWED A 40 FOOT HIGH, 14-FOOT X 48-FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGN at 2401 North Decatur Boulevard (APN 138-13-801-083), C-1 (Limited Commercial) Zone, Ward 5 (Weekly). The Planning Commission (6-0 vote) and staff recommend DENIAL
98. SUP-4594 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: MOUNTAIN VIEW ESTATES - OWNER: SAIITA 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
99. SUP-4844 - ABEYANCE ITEM - 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

PLANNING & DEVELOPMENT - DISCUSSION

100. SUP-4918 - ABEYANCE ITEM - 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

101. SUP-4694 - PUBLIC HEARING - APPLICANT: ORION OUTDOOR MEDIA - OWNER: RICHARD AND BARBARA STIMAC AND KAY RODRIGUEZ - Request for a Special Use Permit FOR A PROPOSED 40-FOOT TALL, 14-FOOT BY 48-FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGN at 7075 West Craig Road (APN 138-03-701-003), C-1 (Limited Commercial) Zone Ward 6 (Mack). The Planning Commission (6-0 vote) and staff recommend APPROVAL

102. SUP-4814 - PUBLIC HEARING - APPLICANT: HANDY CASH LOAN CENTERS - OWNER: CHEYENNE LORENZI, LTD - Appeal filed by the applicant from the Denial by the Planning Commission on a request for a Special Use Permit FOR A FINANCIAL INSTITUTION, SPECIFIED WITH A SEPARATION OF ZERO FEET WHERE 200 IS REQUIRED FROM A RESIDENTIAL PROPERTY, A SEPARATION OF 800 FEET WHERE 1,000 FEET IS REQUIRED FROM A SIMILAR USE, AND A WAIVER OF THE 1,500 SQUARE FOOT INTERIOR SPACE REQUIREMENT adjacent to the southeast corner of Cheyenne Avenue and Rainbow Boulevard (APN 138-14-101-005), C-1 (Limited Commercial) Zone, Ward 6 (Mack). The Planning Commission (6-0 vote) and staff recommend DENIAL

103. SUP-4953 - PUBLIC HEARING - APPLICANT: KELLY'S KASINO - OWNER: SIXTH PLAZA, LLC - Request for a Special Use Permit FOR A TAVERN AND WAIVER FROM THE 1,500 FOOT DISTANCE SEPARATION REQUIREMENT FROM AN EXISTING TAVERN adjacent to the southeast corner of Craig Road and Jones Boulevard (APN 138-01-312-002), C-1 (Limited Commercial) Zone, Ward 6 (Mack). The Planning Commission (5-0 vote) and staff recommend APPROVAL

104. SUP-4975 - PUBLIC HEARING - APPLICANT: DOLLAR FINANCE - OWNERS: JIMMY SPIROPOLOUS TRUST AND NICK AND MARK KEZIOS FAMILY TRUST - Request for a Special Use Permit FOR A FINANCIAL INSTITUTION, SPECIFIED TO ALLOW A 19 FOOT MINIMUM DISTANCE SEPARATION FROM RESIDENTIAL PROPERTY WHERE 200 FEET IS REQUIRED, AND 634 FEET FROM A SIMILAR USE WHERE 1,000 FEET IS REQUIRED at 4225 West Sahara Avenue (APN 162-07-501-004), C-1 (Limited Commercial) Zone, Ward 1 (Moncrief). Staff recommends DENIAL. The Planning Commission (5-1 vote) recommends APPROVAL

105. SUP-4984 - PUBLIC HEARING - APPLICANT: OCHA CUISINE - OWNER: RICHARD L. CALCATERRA 1985 TRUST AND MELISSA F. CALCATERRA 1985 TRUST - Request for a Special Use Permit FOR A RESTAURANT SERVICE BAR at 2211 Las Vegas Boulevard South (APN 162-03-410-006), C-2 (General Commercial) Zone, Ward 3 (Reese). The Planning Commission (5-0-1 vote) and staff recommend APPROVAL

106. SUP-4994 - PUBLIC HEARING - APPLICANT: MILFORD MAYNARD - OWNER: HUGH N. CANADY - Request for a Special Use Permit FOR A FINANCIAL INSTITUTION, SPECIFIED AND A WAIVER TO ALLOW 1,025 SQUARE FEET OF FLOOR AREA WHERE 1,500 SQUARE FEET IS REQUIRED at 1591 North Decatur Boulevard (APN 138-25-503-005), C-1 (Limited Commercial) Zone, Ward 1 (Moncrief). The Planning Commission vote (3-3) ended in a tie, therefore it is going forward with NO RECOMMENDATION. Staff recommends DENIAL.

107. SUP-4996 - PUBLIC HEARING - APPLICANT: EN ENGINEERING - OWNER: MARY BARTSAS 13, LLC - Request for a Special Use Permit FOR A HOME IMPROVEMENT WAREHOUSE STORE adjacent to the northwest corner of Craig Road and Jones Boulevard (a portion of APN 138-02-601-004), R-E (Residence Estates) Zone under Resolution of Intent to C-1 (Limited Commercial), Ward 6 (Mack). The Planning Commission (6-0 vote) and staff recommend APPROVAL

108. SDR-4995 - PUBLIC HEARING - APPLICANT: EN ENGINEERING - OWNER: MARY BARTSAS 13, LLC - Request for a Site Development Plan Review FOR A 204,193 SQUARE FOOT COMMERCIAL DEVELOPMENT AND A WAIVER OF THE BUILD TO LINE STANDARDS on 16.5 acres adjacent to the northwest corner of Craig Road and Jones Boulevard (a portion of APN 138-02-601-004), R-E (Residence Estates) Zone under Resolution of Intent to C-1 (Limited Commercial), Ward 6 (Mack). The Planning Commission (6-0 vote) and staff recommend APPROVAL

PLANNING & DEVELOPMENT - DISCUSSION

109. ZON-4981 - PUBLIC HEARING - APPLICANT: KIMBALL HILL HOMES - OWNER: UNITED STATES OF AMERICA - Request for a Rezoning FROM: U (UNDEVELOPED) [ML (MEDIUM-LOW DENSITY RESIDENTIAL) GENERAL PLAN DESIGNATION] TO: R-PD6 (RESIDENTIAL PLANNED DEVELOPMENT - 6 UNITS PER ACRE) on 5.09 acres at the northwest corner of Tee Pee Lane and Farm Road (a portion of APN 125-18-601-015), Ward 6 (Mack). The Planning Commission (5-0-1 vote) and staff recommend APPROVAL
110. SDR-4982 - PUBLIC HEARING - APPLICANT: KIMBALL HILL HOMES - OWNER: UNITED STATES OF AMERICA - Request for a Site Development Plan Review FOR A 26 LOT SINGLE FAMILY DETACHED RESIDENTIAL DEVELOPMENT on 5.09 acres at the northwest corner of Tee Pee Lane and Farm Road (a portion of APN 125-18-601-015), U (Undeveloped) Zone [ML (Medium-Low Density Residential) General Plan Designation] [PROPOSED: R-PD6 (Residential Planned Development - 6 Units Per Acre)], Ward 6 (Mack). The Planning Commission (5-0-1 vote) and staff recommend APPROVAL
111. ZON-4987 - PUBLIC HEARING - APPLICANT/OWNER: LOENIDAS P. AND WANDA M. FLANGAS - Request for a Rezoning FROM: R-E (RESIDENCE ESTATES) TO: R-D (SINGLE FAMILY RESIDENTIAL-RESTRICTED) on 3.88 acres adjacent to southeast corner of Jones Boulevard and La Madre Way (APN 125-36-401-017), Ward 6 (Mack). The Planning Commission (4-1-1 vote) and staff recommend APPROVAL
112. SUP-4988 - PUBLIC HEARING - APPLICANT/OWNER: LOENIDAS P. AND WANDA M. FLANGAS - Request for a Special Use Permit FOR PRIVATE STREETS IN A PROPOSED 13 LOT SINGLE FAMILY DEVELOPMENT adjacent to the southeast corner of Jones Boulevard and La Madre Way (APN 125-36-401-017), R-E (Residence Estates) Zone [PROPOSED: R-D (Single Family Residential-Restricted)], Ward 6 (Mack). The Planning Commission (4-1-1 vote) and staff recommend APPROVAL
113. WVR-4989 - PUBLIC HEARING - APPLICANT/OWNER: LOENIDAS P. AND WANDA M. FLANGAS - Request for a Waiver of Title 18.12.160 TO ALLOW APPROXIMATELY 200 FEET BETWEEN STREET INTERSECTIONS WHERE 220 FEET IS MINIMUM DISTANCE REQUIRED FOR A PROPOSED 13 LOT SINGLE FAMILY DEVELOPMENT on 3.88 acres adjacent to the southeast corner of Jones Boulevard and La Madre Way (APN 125-36-401-017), R-E (Residence Estates) Zone [PROPOSED: R-D (Single Family Residential-Restricted)], Ward 6 (Mack). The Planning Commission (4-1-1 vote) and staff recommend APPROVAL

SET DATE

114. 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

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 **14th** day of **October, 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 **20th 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.

Paula Clark

SIGNATURE

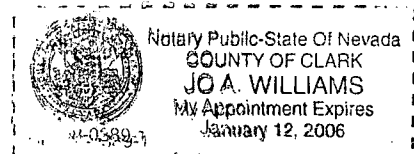
City Clerk

DEPARTMENT

Subscribed and sworn to before me this

15th day of October, 2004

[Signature]
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 **14th** day of **October, 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 **20th 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

Paula Clark

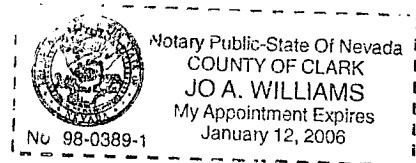
SIGNATURE

City Clerk
DEPARTMENT

Subscribed and sworn to before me this

15th day of October, 2004

[Signature]
NOTARY PUBLIC in and for said County and State



CITY COUNCIL AGENDA
CITY COUNCIL MEETING OF: OCTOBER 20, 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 (excused from the afternoon session at 4:13 p.m.) and COUNCILMEMBERS REESE, BROWN (excused from the morning session until 9:09 a.m. and from the afternoon session at 4:21 p.m.), WEEKLY (excused from the afternoon session at 4:13 p.m.), MACK, MONCRIEF, and WOLFSON

Also Present: CITY MANAGER DOUG SELBY, DEPUTY CITY MANAGER STEVE HOUCHENS, DEPUTY CITY MANAGER BETSY FRETWELL, CITY ATTORNEY BRAD JERBIC, DEPUTY CITY ATTORNEY TOM GREEN, 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

(9:04)

1-1

- INVOCATION - REVEREND BONNIE POLLEY, CHRIST EPISCOPAL CHURCH

MINUTES:

REVEREND BONNIE POLLEY, Christ Episcopal Church, gave the invocation.

(9:04 - 9:05)

1-20

- PLEDGE OF ALLEGIANCE

MINUTES:

MAYOR GOODMAN led the audience in the Pledge.

(9:05 - 9:07)

1-57

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 20, 2004

DEPARTMENT: COMMUNICATIONS

DIRECTOR: DAVID RIGGLEMAN

☐ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

CEREMONIAL

RECOGNITION OF THE EMPLOYEE OF THE MONTH

BACKUP DOCUMENTATION:

Submitted at meeting: copy of face of October 2004 Employee of the Month plaque for Brian Wojtkowiak

MOTION:

None required. A presentation was made.

MINUTES:

MAYOR GOODMAN called forward ACTING CHIEF JUDGE CEDRIC KERNS, Municipal Court, to assist him in recognizing BRIAN WOJTKOWIAK, a former Marine and Gulf War veteran, as October's Employee of the Month for his dedication to his job. MR. WOJTKOWIAK was originally hired under a Federally funded Violence Against Women Act grant and is now a marshal in the Courtroom Operations Division of Municipal Court. He has located, arrested, and booked the subjects of 607 domestic violence warrants, exceeding the ambitious goal set forth under the grant. Additionally, he has secured 432 warrants by means other than booking and 259 non-domestic-violence warrants. During his tenure with the City, he has never taken a sick day and has never complained about having to work alone most of the time.

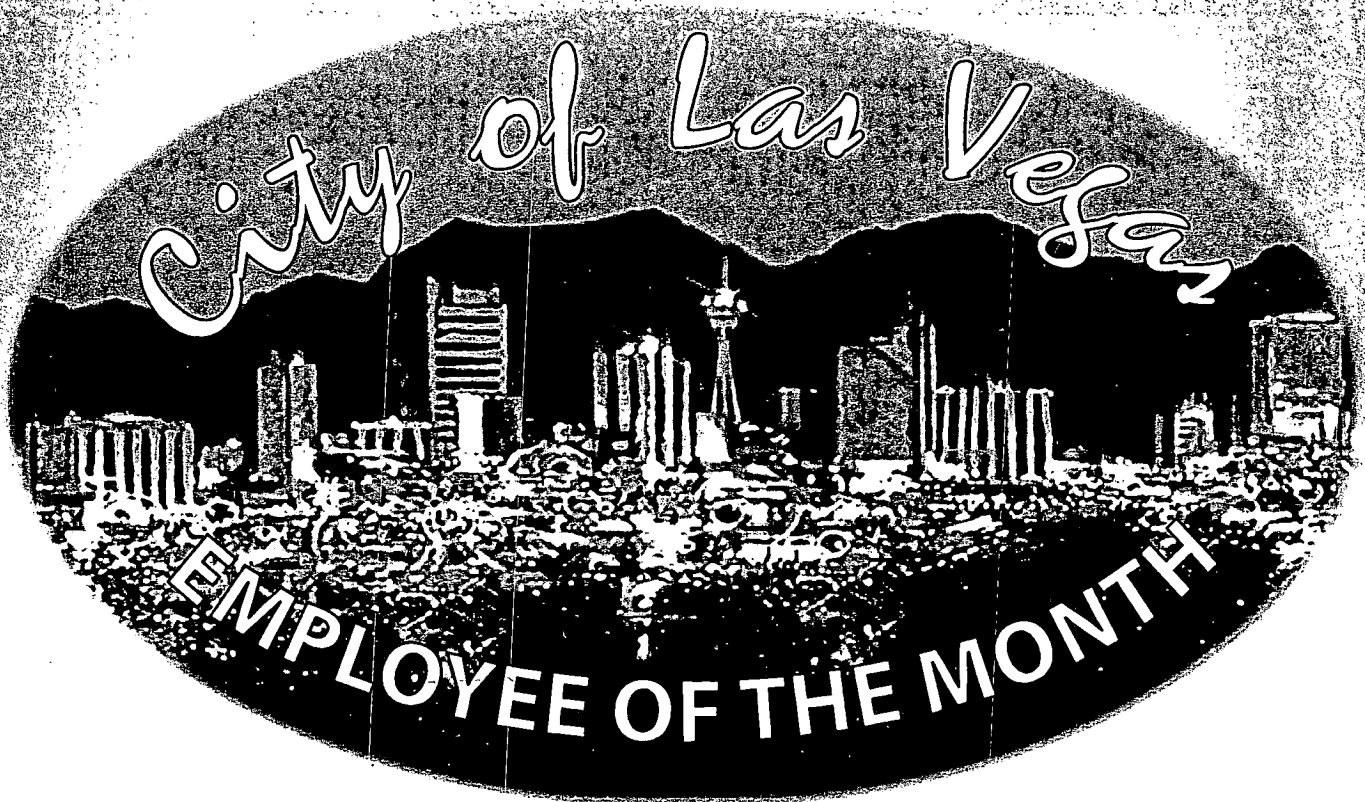
ACTING CHIEF JUDGE KERNS said that when he and JUDGE BERT BROWN came up with the idea of the Probation program, they knew they needed someone as ambitious as MR. WOJTKOWIAK to fill the position. Because of MR. WOJTKOWIAK'S efforts, the Court was able to get the grant extended for two more years, saving taxpayers a lot of money. He extended congratulations on behalf of himself and CHIEF JUDGE TOY GREGORY, who could not be present.

MR. WOJTKOWIAK said that this is a great program. Hopefully the grant, which is due to expire in June 2005, will be renewed.

(9:07 - 9:11)

CEREMONIAL BACKUP

● RECOGNITION OF THE EMPLOYEE OF
THE MONTH



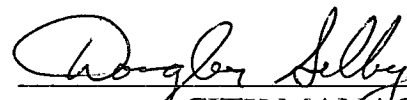
Brian Wojtkowiak

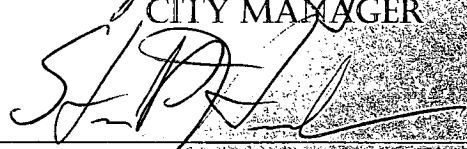
October 2004

HAS EXHIBITED OUTSTANDING PERFORMANCE THROUGH
PRODUCTIVITY, LEADERSHIP, INITIATIVE, OR ASSISTANCE TO
THEIR FELLOW EMPLOYEES AND THE CITIZENS OF LAS VEGAS




MAYOR


CITY MANAGER


DEPUTY CITY MANAGER

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 20, 2004

DEPARTMENT: COMMUNICATIONS

DIRECTOR: DAVID RIGGLEMAN

☐ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

CEREMONIAL

RECOGNITION OF THE 45TH ANNIVERSARY OF THE FOLIES BERGERE

MOTION:

None required. A presentation was made.

MINUTES:

JERRY JACKSON, Producer, Director, and Choreographer, and GINNY MURPHY, Entertainment Director, for the Tropicana Resort and Casino, as well as five of the show's performers joined MAYOR GOODMAN to recognize the 45th Anniversary of the Folies Bergere. The Mayor said that this show has been an institution in this community since 1959. LOU WALTERS brought the revue direct from Paris to the Las Vegas Strip and was an overnight hit. The revue still attracts more than 40,000 people a month from around the world. The Mayor presented MS. MURPHY with the Key to the City and said that hopefully the Folies will be part of the centennial celebration.

MS. MURPHY said the show has touched many people's lives. As the entertainment capital of the world, the 100-member-crew of the show breathe it, speak it, and live it and are true ambassadors for the City of Las Vegas. MR. JACKSON said he has designed costumes for over 35 years. It is a primo job because he gets to work with amazing people. One of the dancers thanked the Councilmembers for the recognition and said that she loves being part of the Folies Bergere.

(9:11 - 9:17)

1-196

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 20, 2004

DEPARTMENT: COMMUNICATIONS

DIRECTOR: DAVID RIGGLEMAN

☐ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

CEREMONIAL

RECOGNITION OF OUTSTANDING COMMUNITY SERVICE IN WARD 6

BACKUP DOCUMENTATION:

Submitted at meeting: copy of Certificates of Appreciation for Stephen Henry and Trina Moody of Wal-Mart Stores, Inc.

MOTION:

None required. A presentation was made.

MINUTES:

COUNCILMAN MACK recognized TRINA MOODY and STEPHEN HENRY of Wal-Mart Stores, Inc., for always responding to calls for help to the community, especially with back-to-school events. They each received a Certificate of Appreciation. MS. MOODY said that the staff at Wal-Mart loves to give back to the community. She is glad to work for a company that gives her that opportunity.

MR. HENRY thanked Wal-Mart and the Council for letting them be part of the community by helping whenever and wherever possible. He could not think of a better community to be involved with than the City of Las Vegas.

(9:17 - 9:21)

1-419

CEREMONIAL BACKUP

- RECOGNITION OF OUTSTANDING
COMMUNITY SERVICE IN WARD 6

Certificate of Recognition

Presented To

Stephen Henry
Wal-Mart Stores, Inc.

In Recognition and Appreciation
of your Outstanding Commitment
to the Las Vegas Community

Oscar B. Goodman
Mayor Oscar B. Goodman

Gary Reese
Mayor Pro Tem Gary Reese

Laurence Weekly
Councilman Laurence Weekly

Janet Moncrief
Councilwoman Janet Moncrief

Larry Brown
Councilman Larry Brown

Michael Mack
Councilman Michael Mack

Steve Wolfson
Councilman Steve Wolfson



Certificate of Recognition

Presented To

Trina Moody
Wal-Mart Stores, Inc.

In Recognition and Appreciation
of your Outstanding Commitment
to the Las Vegas Community



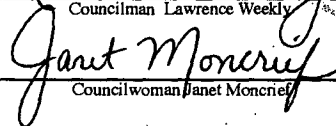
Mayor Oscar B. Goodman



Mayor Pro Tem Gary Reese



Councilman Lawrence Weekly



Councilwoman Janet Moncrief



Councilman Larry Brown



Councilman Michael Mack



Councilman Steve Wolfson



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 20, 2004

DEPARTMENT: COMMUNICATIONS

DIRECTOR: DAVID RIGGLEMAN

☐ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

CEREMONIAL

RECOGNITION OF TEACH FOR AMERICA WEEK

BACKUP DOCUMENTATION:

Submitted at meeting: unsigned copy of Proclamation proclaiming October 25-28, 2004, to be Teach for America Week

MOTION:

None required. A presentation was made.

MINUTES:

CHUCK SALTER, Executive Director of Teach for America, joined MAYOR GOODMAN to recognize Teach for America Week. The Mayor explained that this involves a nationwide effort to get elected officials, community leaders, and celebrities involved with local education. Leaders from all walks of life spend an hour of their time teaching children in some of the lowest-income communities in the nation. Since the program's launch in 1997, thousands of students and community leaders have participated in this program. Several Councilmembers were looking forward to visiting some of the local schools. The Mayor issued the proclamation and proclaimed the week of October 25-28, 2004, as Teach For America Week in the City of Las Vegas.

MR. SALTER said that he was happy to bring recognition to this program and is honored to serve the students of Clark County.

(9:21 - 9:23)

1-528

CEREMONIAL BACKUP

● RECOGNITION OF TEACH FOR AMERICA WEEK

Whereas; Teach for America is an annual nationwide event in which leaders from all professions spend an hour of their time teaching children from some of our nation's lowest income communities; and

Whereas; during Teach for America Week, leaders from all professions serve as a guest teacher in the urban and rural schools where Teach For America corporation members teach; and

Whereas; since launching Teach for America Week in 1997, hundreds of America's most successful leaders have shared their knowledge, insight, and wisdom with thousands of children; and

Whereas; First Lady Laura Bush, Former Secretary of State Henry Kissinger, Peter Jennings, and Paula Zahn are just a sampling of some prominent figures who have participated in Teach for America Week; and

Therefore; I, THE MAYOR OF THE CITY OF LAS VEGAS, COUNTY OF CLARK, STATE OF NEVADA, HEREBY PROUDLY PROCLAIM OCTOBER 25-28, 2004, TO BE:

Teach for America Week

IN THE CITY OF LAS VEGAS AND ASK ALL CITIZENS TO ACKNOWLEDGE AND PARTICIPATE IN THIS WORTHWHILE ENDEAVOR.

*In Witness Whereof:
BY THE POWERS GRANTED TO ME,
I HAVE HEREUNTO SET MY HAND
AND CAUSED THE SEAL OF THE
CITY OF LAS VEGAS TO BE AFFIXED
THIS 20TH DAY OF OCTOBER, 2004.*

*HONORABLE OSCAR B. GOODMAN
MAYOR, CITY OF LAS VEGAS*

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 20, 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 45 and Hold in ABEYANCE Item 48 to 11/3/2004 - UNANIMOUS

MINUTES:

There was no discussion.

(9:23 - 9:24)

1-628

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 20, 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 Meeting of August 4, 2004

MOTION:

REESE - APPROVED by Reference - UNANIMOUS

MINUTES:

There was no discussion.

(9:24)

1-652

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 20, 2004

DEPARTMENT: ADMINISTRATIVE**DIRECTOR: ELIZABETH FRETWELL**☒ **CONSENT** ☐ **DISCUSSION****SUBJECT:****ADMINISTRATIVE:**

Approval and ratification of the contract between the City of Las Vegas and the Las Vegas Peace Officers Association (LVPOA) and the associated Trust Acceptance and Contract Data document for health insurance benefits (\$4.2 Million - General Fund) - All Wards

Fiscal Impact:

☐	No Impact	Amount:	\$4,200,000.00
☐	Budget Funds Available	Dept./Division:	City Manager
☒	Augmentation Required	Funding Source:	General Fund

PURPOSE/BACKGROUND:

In the Collective Bargaining Agreement Summary, the City has reached a five-year agreement with the LVPOA. General Fund impact of the contract over the 5 years is \$4.2M. The FY05 impact is \$2.8M of which \$2.2M is already budgeted. The additional \$600K will require augmentation. The Trust Acceptance and Contract Data document summarizes the health insurance benefit cost and monthly premium for each LVPOA member through June 16, 2007.

RECOMMENDATION:

Ratify all of the provisions of the negotiated agreement of the City of Las Vegas and the LVPOA contract and the associated Trust Acceptance and Contract Data document for health insurance benefits.

BACKUP DOCUMENTATION:

1. Collective Bargaining Agreement Summary
2. Trust Acceptance and Contract Data Document

MOTION:**REESE - APPROVED Items 3-5 and 7-44 as recommended - UNANIMOUS****Item 6: APPROVED under separate action (see individual item)**

NOTE: COUNCILMAN MACK disclosed that the location involved in Item No. 8 is near a SuperPawn shop owned by his brother, Steven Mack. Item Nos. 15, 43, and 44 involve sites close to the Lady Luck Casino, with which his brother-in-law, Andrew Donner, has a contract related to its non-restricted gaming license, and the Third Street Promenade, in which his brother-in-law is a managing partner. **COUNCILMAN MACK** felt comfortable in voting on the aforementioned items, since he did not believe his relatives' interests would be impacted and since neither of them had mentioned these matters to him.

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.

COUNCILMAN WEEKLY requested that Item No. 6 be pulled for discussion.
(9:24 - 9:26)

CITY COUNCIL MEETING OF: OCTOBER 20, 2004

MINUTES - Continued:

1-661

LAS VEGAS PEACE OFFICERS ASSOCIATION / CITY OF LAS VEGAS
Summary of Collective Bargaining Agreement Changes July 2002 through June 2007

Article 1 - Recognition: New language was added governing the creation of new classification specifications for bargaining unit positions.

Article 2 – Check Off: The indemnification language was eliminated.

Article 3 - No Strike: No significant changes were made to this article.

Article 4 – Definitions: Definitions were added/delegated/revised to reflect changes in the specific articles of the agreement.

Article 5 – Management Rights: No significant changes were made to this article.

Article 6 - Association/Management Cooperation: This new article was added to describe the duties of Association representatives, identify employee information the City will provide to the Association, and list the documents that govern the administration and compensation of employees.

Article 7 – Bulletin Boards: No significant changes were made to this article.

Article 8 – Association Affairs: New language clarifies Association business leave requirements, adds a “fair share” notice, and allows Association officers time to address employees at briefings.

Article 9 – Compensation: Provides the following salary increases:

June 23, 2002 - 5.5 percent increase to all salary grades plus a 2.5 percent COLA

June 22, 2003 - 5.5 percent increase to all salary grades plus a 2.5 percent COLA

June 20, 2004 – 3 percent COLA

June 19, 2005 - 3.5 percent COLA

June 25, 2006 - 3.5 percent COLA

Employees hired after January 1, 2004, will receive a 3 percent longevity increase after 10 years of continuous service and ½ of 1 percent increase for each year thereafter, until a maximum of 10 percent has been reached. Field Training Officer pay was increased from \$0.60 to \$1.20 per hour and K9 pay was included to document a prior MOU between the parties.

Article 10 – Clothing and Equipment Allowance: Clothing allowance was increased from \$680 to \$850 in 2003, to \$875 in 2004, to \$900 in 2005, and to \$950 in June 2006.

Article 11 – Hours of Work and Overtime: The parties agreed to establish a 12/8-work schedule including briefing periods that would not require mandatory overtime, if possible, through the labor/management process. A provision allowing mutual shift swaps was added, as was a provision to allow employees to sell back 40 hours of TILO annually. The sell-back would follow current procedures established for annual leave sell-back. The TILO cap was increased from 200 to 250 hours.

Article 12 – Holidays: Employees will receive holiday pay for all hours worked on a legal holiday. No other significant changes were made to this article.

Article 13 – Annual Leave: The biweekly accrual rate was increased from 6.92 hours to 7.7 hours after 15 years service.

Article 14 – Sick Leave: Language was added identifying various new legal requirements introduced since the prior agreement was approved. After 20 years of service, employees will receive 100 percent of accrued sick leave hours up to their 600-hour cap (consistent with other agreements) and a provision for bereavement leave was added to the article.

Article 15 – Other Leave: No significant changes were made to this article.

Article 16 – Medical Benefits and Life Insurance: Association-covered employees will receive medical, dental, and vision coverage through the Teamsters' medical program. Effective January 1, 2005, the City will contribute a maximum \$651 per month per employee and increase that amount by a maximum of \$80 in 2006 and 2007. Any premiums that exceed this amount will be the responsibility of the employee. The City will also provide \$20,000 in life insurance per covered member.

Article 17 – Disability: Upon approval of the City Manager, the maintenance of income provision may be extended up to 24 months, an increase of 18 months over the prior contract. Long term disability will also be provided to eligible members similar to coverage provided to other City bargaining units.

Article 18 – Seniority: The language identifying shift selection and filling vacant posts was expanded. No other significant changes were made.

Article 19 – Special Assignments: This new article was added to identify special assignments and describe how the assignments are filled.

Article 20 – Retirement: No significant changes were made to this article.

Article 21 – Reduction In Force: No significant changes were made to this article.

Article 22 – Re-employment: This new article was added to identify the procedures followed when a former employee, who leaves the City in good standing, wishes to return to City service. This language is similar to language found in the Civil Service Rules.

Article 23 – Outside Employment: This new article was added to inform employees of the outside employment reporting and approval requirements.

Article 24 – Labor Management Meetings: No significant changes were made to this article.

Article 25 – Disciplinary Action: This new article was added to identify the procedures the City will use to discipline employees. The disciplinary procedures are similar to those found in the grievance article of the prior contract.

Article 26 – Grievance Procedures: Although the language identifying a grievance was expanded and language was added to encourage early resolution of grievances, there were no significant changes made to the grievance procedure found in the prior contract.

Article 27 – Safety and Health: This article was expanded to include established City safety procedures and requirements. Language was also added requiring departments to fill a City approved vacancy in an expeditious and timely manner in accordance with City policy.

Article 28 – Savings Clause: No significant changes were made to this article.

Article 29 – Duration: The agreement becomes effective June 23, 2002, and continues through June 16, 2007.

TRUST ACCEPTANCE AND CONTRACT DATA

NAME OF EMPLOYER City of Las Vegas-Police Officers Association
Detention & Corrections
 STREET ADDRESS 400 E. Stewart NUMBER OF EMPLOYEES 175
 City Las Vegas State NV Zip 89101
 Company is: Corporation ☒ Partnership ☐ Proprietorship ☐

CHECK ONE

NEW ACCOUNT ☒
 CHANGE OF RATE ☐
 CONTRACT RENEWAL ☐
 INTER-FUND TRANSFER ☐

CONTRACT DATA

Have you signed a labor contract requiring contributions into this Trust Fund?.....YES ☒ NO ☐
 Contract contains a maintenance of benefit clause:.....YES ☒ NO ☐
 Type of M.O.B.: FULL ☐ PARTIAL (Refer to contract) ☐ OTHER (Refer to contract) ☒
 If flat rate, does contract require 1/2 premium if less than 86 hours per month are worked? YES ☐ NO ☒
 IF PARTY TO A MASTER AGREEMENT, NAME ASSOCIATION: _____

EFFECTIVE DATE OF THIS AGREEMENT 6/23/02 EXPIRATION DATE 6/16/07
 FIRST CONTRIBUTION DUE Jan. 2005 BASED ON Dec. 2004 EMPLOYMENT

COMPREHENSIVE BENEFIT PLAN

FLAT RATE PER MONTH \$ 651.00
 HOURLY RATE ON ALL HOURS \$ _____
 AUTOMATIC INCREASE
 Eff. Date _____ Rate 731.00
 Eff. Date _____ Rate 811.00
 Eff. Date _____ Rate _____

AGREEMENT ACCEPTING: TEAMSTERS SECURITY FUND FOR SOUTHERN NEVADA

The undersigned acknowledges the attached Trust Instrument and that he has read and understood its terms. The undersigned Employer or Union, as the case may be, by its execution of this instrument, consents to and accepts the terms, conditions and provisions of the Trust. This acceptance shall be considered effective and operative upon its delivery to the Employer and Union Trustees and the written acceptance by such Trustees of this instrument.

Accordingly, the undersigned agree that the Trustees named in the Trust and their successor Trustees elected pursuant to the provisions of said Trust and Alternate Trustees, if any, selected or elected pursuant to the provisions of said Trust are and shall be his or its representatives and consent to be bound by the acts of said Trustees, successor Trustees and Alternate Trustees, pursuant to the provisions of said Trust.

This acceptance shall terminate and become inoperative as to any and all action taken by the Trustees thereafter from and after the date when the signator hereto has no collective bargaining agreement to which he or it is a party providing for payment into the Trust.

By Gary D. Mauger (SIGNATURE) Date 10/08/04 UNION Teamsters Local Union No. 14
 By Oscar Goodman (SIGNATURE) Date _____ EMPLOYER City of Las Vegas-Police Officers Association
Detention & Corrections
 Gary D. Mauger Secretary-Treasurer Oscar Goodman Mayor

ACCEPTED BY THE TRUSTEES OF THE TEAMSTERS SECURITY FUND

By Larry G. Betts (SIGNATURE) Date 10-12-04 ATTEST: _____ DATE: _____
 Approved as to form _____
 When completed: White to Administrative Office - Yellow to Union - Pink to Employer



AN AGREEMENT BETWEEN
THE CITY OF LAS VEGAS, NEVADA
and the
LAS VEGAS PEACE OFFICERS ASSOCIATION
DETENTION & ENFORCEMENT CORRECTION OFFICERS and TRAINING
OFFICERS
COMMISSIONED OFFICERS UNIT
2002 TO 2007

PREAMBLE

WHEREAS, the City is engaged in furnishing essential public services vital to the health, safety and welfare of the population of the City; and

WHEREAS, both the City and its employees have a high degree of responsibility to the public in so serving the public without interruption of essential services; and

WHEREAS, both parties recognize this mutual responsibility, they have entered into this Agreement as an instrument and means of maintaining the existing harmonious relationship between the City and its employees, and with the intention and desire to foster and promote the responsibility of a sound, stable and peaceful labor relations between the City and its employees; and

WHEREAS, the parties recognize that this Agreement is not intended to modify any of the discretionary authority vested in the City by the statutes of the State of Nevada; except as modified in this Agreement; and

WHEREAS, the parties have reached an understanding concerning, wages, hours and conditions of employment and have caused the understanding to be set out in this Agreement.

NOW, THEREFORE, the parties do agree as follows:

ARTICLE I - RECOGNITION

Pursuant to the provisions of the Local Government Employee Management Relations Act, Chapter 288, Nevada Revised Statutes as amended, the City of Las Vegas (hereinafter call the "CITY") recognizes the LAS VEGAS PEACE OFFICERS ASSOCIATION (hereinafter call the "ASSOCIATION") as the exclusive representative of the eligible Department employees as hereinafter defined for the purpose of collective bargaining. The Association makes the Agreement in its capacity as the exclusive bargaining agent for the Department employees in the bargaining unit.

The City and the Association agree that, members of the Bargaining Unit who have "Peace Officer" status, are covered by NRS 289 (Rights of Peace Offices). Both parties will also comply with future legislative changes to NRS 289. Those changes, if any, will supersede the rights listed below.

Section 1. Classifications

The City and the Association agree, that the following classifications are represented by the Association:

Corrections Officer

Sr. Corrections Officer

Corrections Sergeant

Detention and Enforcement Training Officer

Section 2. Community of Interest

It is agreed that the Association shall represent any employees within classifications created by the City that are within the Associations community of interest.

(A) New Classifications Bargaining Unit Determination

The following method shall be used to determine eligibility of including new classifications in the bargaining unit.

When a new classification is created to be in the Department of Detention and Enforcement, the Human Resources Department will make an initial determination if the classification is to be included or excluded from the Association's bargaining unit. The Human Resources Department will notify the Association of the decision, in writing, and the Association will have fifteen (15) working days from receipt of the notice to raise an objection. If there is an objection, the Association will proceed as outlined below.

Disputes regarding inclusion or exclusion of a position or classification in the bargaining unit shall be resolved as follows:

The Association shall notify the City, in writing, of any disagreement regarding a classification the Association believes belongs to the bargaining unit. The City and the Association shall meet and confer and attempt to resolve this disagreement. This discussion shall take place prior to the filing of any complaint with the Local Government Employee-Management Relations Board, and shall not, in any way, infringe on any right guaranteed to either party in front of that Board subsequent to such discussion with regard to the filing of any complaint or request for action or shall it be construed to be an admission of any type by either party for use in front of that body or any other body.

If disagreement still exists after thirty (30) calendar days, the Association may then appeal the classification decision or proposal of the City to the Local Government Employee-Management Relations Board as provided in NRS 288.170.

(B) New Classifications - Specifications

When the specifications of a new classification which is to be covered by this Agreement are proposed, the Human Resources department will notify and discuss with representatives of the Association the proposed new classification and provide a copy of the recommended specifications at least seventy-two (72) hours prior to the Civil Service Board meeting agenda being proposed.

(C) New Classifications - Conditions of Employment

The conditions of employment, other than wages, for any new classifications created within the Associations community of interest, shall be governed by the terms of this Agreement. Wage scales for such new classifications shall be determined as follows:

Should it be determined a new classification is within the Association's community of interest, the parties shall immediately enter into collective negotiations to arrive at an agreement on the subject of wages for such new classification.

If within thirty (30) calendar days after such notice, the parties have not reached mutual agreement, they shall proceed to the Grievance and Arbitration Procedure.

Section 3. Changes in the Classification's Specifications

When there are changes in classification specifications covered by this Agreement, the Human Resources Department will notify and discuss with representatives of the Association the recommended changes seventy-two (72) hours prior to the Civil Service Board meeting agenda being posted.

ARTICLE 2 - CHECK OFF

The City agrees to deduct from the paycheck of each employee within the bargaining unit who has signed an authorized payroll deduction card such amount as has been designated by the Association dues and is so certified by the Treasurer of the Association. The City will be notified of any change in the rate of membership dues thirty (30) days prior to the effective date of such change.

The City shall remit such funds to the Treasurer of the Association within one (1) month after such deductions. The employee's authorization for such deductions is irrevocable except that authorization may be withdrawn during the months of April or October by the employee giving notice to the City and the Association upon termination of employment.

ARTICLE 3 - NO STRIKES

The Association agrees that there shall be no strikes under any circumstances. Employees shall continue to furnish efficient service within all areas of assigned responsibility.

For the purpose of this Agreement the meaning of the word "strike" shall include but not be limited to any concerted stoppage of work; slowdown; interruption of operations by employees; absence from work upon any pretext or excuse, such as illness, which is not founded in fact; or interruption of the operations of the City by the Association and/or its members.

ARTICLE 4 - DEFINITIONS

This Agreement is made pursuant to and in conjunction with the Local Government Employee-Management Relations Act of the state of Nevada, and all terms herein are terms used in the Local Government Employee-Management Relations Act shall have definitions ascribed to them by said Act.

The City and the Association agree that the Civil Service Rules of the City shall be the general rules by which the City administers its duties and rights with respect to the conditions of employment of Association members except as hereinafter provided.

It is the continuing policy of the City and the Association that the provisions of this Agreement shall be applied to employees without regard to sex, race, color, religious creed or national origin.

Most of the following definitions or terms used in this Agreement are derived from the City of Las Vegas Personnel Policies Manual, the City of Las Vegas Civil Service Rules, the Nevada Local Government Employee-Management Relations Act, the Nevada Industrial Insurance Act, or the Nevada Occupational Diseases Act. Where any conflict is found between the following defined terms and the terms as described in the Nevada Revised Statutes and Amendments thereto, the definitions as set forth in the Nevada Revised Statutes and Amendments thereto shall control.

The following are definitions of terms used in this agreement.

Abuse of Sick Leave: The use of sick leave for purposes other than the legitimate uses of sick leave listed in Article 14 - Sick Leave of this contract.

Administrative Employee: Any employee whose primary duties consist of work directly related to management policies, who customarily exercises discretion and independent judgment and regularly assists an executive. In addition, it includes the chief administrative officer, and deputies and immediate assistants, department heads, their deputies and immediate assistants, attorneys, appointed officials and other who are primarily responsible for formulating and administering management policy and programs.

Alternate Work Schedules (AWS): Shift hours that would normally be permanent in nature and irregular to that of an 8-hours/5 day work schedule.

Arbitrator: An impartial third party chosen in accordance with the provisions of this Agreement.

Assignment Differential Pay (ADP): Temporary monetary compensation paid to commissioned personnel who are working in the applicable assignment categories.

Base Salary: Remuneration received by the employee in accordance with the rates specified on the appropriate salary schedule or other compensation plan in effect for any one employee or group of employees.

Bereavement Leave: Leave granted to an employee to attend the funeral and/or for bereavement purposes for a member of the employee's immediate family.

Call-Out: When an employee returns to work on assignment during off-duty hours after the employee has left the normal duty location.

Classification: A group of positions, which have essentially similar duties and responsibilities, is allocated to the same salary range, and is designated by the same general title.

Classifications Specifications: A written description of the work required of positions in the classification that includes the classification title, definition, authority, examples of duties and responsibilities, and minimum or desirable qualifications. Classification specifications are descriptive and explanatory of the general work required in positions in that classification and are not necessarily inclusive of all duties to be performed in a particular position.

Confidential Employee: An employee who is privy to decisions of management affecting employee relations, including all employees of the Human Resources department or its equivalent.

Counseling: Counseling is a form of supervisor and employee communication that is often appropriate and is done outside the disciplinary process. The purpose of counseling is to discuss the proper procedures to be followed in a given situation. It is primarily instructional and is not, nor should it be confused with, an oral reprimand. Counseling is also a method of notifying an employee of good or exceptional work.

Demotion: Movement of an employee from one classification to a different classification, that is on a lower salary grade than the original classification.

Emergency: A riot, facility death, serious bodily injury, escape or natural disaster but does not include a shortage in minimum staffing requirements.

Emergency Annual Leave: Leave that may be granted after a request for immediate annual leave that, by the nature of the condition prompting the request, could not have been predicted in advance of need and been scheduled in accordance with normal departmental policy. Emergency annual leave may not be used in lieu of an employee's accrued sick leave.

Family Leave: Leave taken under the auspices of the Family Medical Leave Act of 1993.

Freeze: Employees are required to work beyond their regular shift as mandatory.

Grade: A term used to designate salary range to which one or more classifications may be allocated.

Grievance: A complaint regarding wages, benefits, departmental rules and regulations that violate a provision of this agreement or are applied in an unfair or inconsistent manner or interpretation and application of this Agreement.

Holiday: A day set aside for the special observance of a memorable event or occasion.

Hourly Employee: Persons not subject to the City of Las Vegas Civil Service Rules, who serve at the pleasure of their appointing authority, and whose base hourly pay constitutes their entire compensation.

Immediate Family: Husband, wife, parent, brother, sister, children, (including step, adopted and foster relationships), grandchild, grandparent, mother/father-in-law, sister/brother-in-law, son/daughter-in-law or significant other.

Incident of Use (Sick Leave): Any period of continuous absence for the same reason, or the use of sick leave for an individual condition that requires repeated treatment. Use of sick leave for funeral attendance or scheduled medical/dental/vision appointment or other mental or physical rehabilitation appointments shall not constitute an incident of sick leave.

Job-Related Disability: Incapacity resulting from an accident or occupational disease arising out of and/or in the course of employment as defined in NRS 616 & 617.

Just Cause: A factual reason cited by the City that is used to issue disciplinary action. Just cause is defined in the discipline article of this contract.

Maternity Leave: Leave granted female employees for the purpose of caring for their newly born or adopted children.

Negotiations: The process of collective bargaining between the City and the Association that determines the contract between the City and the Association.

Normal Work Week: An employee's normal workweek will be forty (40) hours.

Overfill: Filling a position that has been budgeted at one level with an employee who is in a higher classification than that for which the position was budgeted.

Overtime: Time that an employee works in addition to the employee's normal weekly or daily work schedule.

Paternity Leave: Leave granted male employees for the purposes of caring for newly born or adopted children

Probationary Employee (Initial Hire): An employee who has not completed the probationary period of employment and whose permanent appointment has not been confirmed.

Promotion: A change of an employee from a position in one classification to a position in a higher classification, when such change is other than a result of reclassification of the employee or reallocation of the position.

Qualifying Period: Any person transferred, or promoted to a non-temporary classified position in the City of Las Vegas is required to serve a probationary qualifying period of not less than six (6) months prior to confirmation of the transfer or promotion.

Reassignment: The movement of an employee or a position from one work unit to another with the same department, with no change of classification.

Reclassification: The movement of an employee from one classification to another classification on the same salary grade within the same bargaining unit.

Regular Employee: One who has successfully completed his/her initial probationary period and whose appointment has been confirmed in a permanent position.

Retraction: The process by which City Management removes material, specifically including that of a detrimental nature relating to a specific incident regarding an employee, from all City files.

Salary Range: The minimum and maximum base salaries that may be to an employee working in a classification in accordance with the salary grade to which the classification is allocated.

Salary Step: An increment within a salary grade that designates a specific pay rate as on the appropriate salary schedule.

Service Date (Anniversary Date): Usually the actual date of hire, an employee's service date is that date which reflects the length of activity non-hourly employment with the City of Las Vegas. For purposes of determining seniority, longevity, or other matters associated with length of active employment, the service date shall be adjusted to reflect any periods of leave without pay in excess of thirty (30) consecutive calendar days.

Shift: The hours that an employee is normally scheduled to work on any normal workday.

Step Increase: A minimum base pay increase of one step awarded annually.

Suspension: A temporary removal from work status, with or without pay, resulting from, or pending, disciplinary action.

Temporary Employee: Persons hired for a term not to exceed two thousand eighty hours in any twenty-four (24) month period. Temporary employees may be appointive or classified employees and may be hired on a full time or part-time basis.

Termination: The separation of an employee from employment with the City of Las Vegas.

TILO (Time in Lieu of): The accrual of paid time off at time and one-half, due an employee in exchange for time worked in excess of the employee's normal workweek.

Trainee: An employee hired in an entry-level position who is assigned the task of learning the specific requirements of a position and/or classification. Trainees hold probationary status and may not remain in the trainee position for longer than 18 months.

Transfer: The formal movement of an employee or a position from one department to another department without any change to the classification of the position.

Underfill: Filling a position that has been budgeted at one level with an employee who is in a lower classification than that for which the position is budgeted.

Within-Grade Increase: A salary increase from one step within a salary grade to a higher step within the salary grade award on the basis of merit.

Worksite: The controlled area of the Detention Center.

ARTICLE 5 - MANAGEMENT RIGHTS

The City and the Association agree that the management officials of the City possess the sole right to operate the City and that all management rights remain with the officials.

Those subject matters which are not within the scope of mandatory bargaining and which are reserved to the City without negotiations include:

- (1) The right to hire, direct, assign or transfer an employee, but excluding the right to assign or transfer an employee as a form of discipline.
- (2) The right to reduce in force or lay off any employee because of lack of work or lack of funds, subject to Paragraph (V) of Subsection 2 of NRS 288.150.
- (3) The right to determine:
 - (a) Appropriate staffing levels and work performance standards except for safety considerations.
 - (b) The content of the workday, including without limitation workload factors, except for safety considerations.
 - (c) The quality and quantity of services to be offered to the public.
 - (d) The means and methods of offering those services.
- (4) Safety of the Public

Notwithstanding this Agreement, the City is entitled to take whatever actions may be necessary to carry out its responsibilities in situations of emergency such as riot, military action, natural disaster, or civil disorder. Such actions may include the suspension of any collective bargaining agreement for the duration of the emergency. Any action taken under the provisions of this Subsection shall not be construed as a failure to negotiate in good faith.

The City shall have the ultimate right and responsibility of the local government employer to manage its operation in the most efficient manner consistent with the best interests of all its citizens, taxpayers and employees.

ARTICLE 6 - ASSOCIATION/MANAGEMENT COOPERATION

Section 1. Non-Discrimination

Neither the City nor the Association shall discriminate against any employee covered by this Agreement in a manner that would violate any state or federal anti-discrimination laws.

Section 2. Employee and Association Rights

- (A) The City and the Association agree that employees eligible for membership in the Association shall have the right to freely, and without fear of penalty or reprisal, to form, join, not join, resign from, and/or assist the Association. The freedom of such employees to assist the Association shall be recognized as extending to participation in the management of the Association in the capacity of an Association officer or representative. The presentation of the Association's position to the officials of the City shall not be grounds for any punitive action unless such presentation is done in an illegal or reprehensible manner. The City and the Association shall not interfere, restrain, or discriminate against any employee exercising his/her rights under this provision and/or any City, State, or Federal statute.
- (B) The Association will designate employees to serve as Association representatives. The Association shall notify the City, in writing, of the names of the representatives. Each representative shall be allowed to serve in his/her capacity of representative. Each representative may participate in any of the duties arising within his/her jurisdictional area, those duties being defined as:
 - 1) The investigation of a bargaining unit member's grievance;
 - 2) Representation of a member/grievant at any step of the grievance procedure;
 - 3) Consultation with duly accredited representatives of the Association who are not employees of the City.
- (C) The conduct of Association representative business shall be such as not to unduly interfere with other employees' duties. Association representatives must check with a Lieutenant or designee before contacting the employee in order to identify himself/herself and to make arrangements to communicate with a particular employee.
- (D) All representatives shall notify their Shift Lieutenant or designee prior to the time they wish to conduct appropriate business. Representatives shall be relieved of duty with pay for the time requested unless operational demands preclude permission to leave the work location being granted. The employee, as provided

herein, shall not abuse use of representative time off with pay; and the supervisor or designee will not unreasonably withhold use of said time.

- (E) The City shall have available, in an open and easily accessible place, copies of or computer access to all Civil Service Rules, Personnel Policies Manual, Department rules, regulations and policies that affect employees' employment with the City. At least seven (7) calendar days prior to the implementation, copies of proposed new or revised rules, regulations and policies shall be delivered to the Association. In the event of an emergency, new or revised rules, regulations or policies may be implemented immediately.
- (F) All the rights guaranteed under the Constitution and laws of the United States of America, the Constitution of the State of Nevada and the Nevada Revised Statutes, are applicable to the employees covered by this Agreement.

Section 3. Information Lists

The City shall provide the Association, on a monthly basis, the following information:

New Hires within the Department by name, classification, and division.

Alphabetical listing of Department employees by name, which will also show classification, and division of employee.

Promotion, Separation, Transfer Lists - all employees by name, classification, and division. The list shall show the "from and to" classification in the case of promotions and the "from and to" department/division in the case of separations and transfers.

A copy of the Underfill/Overfill report for current department employees that includes at least the employee's name, position title, and division.

Open and Promotional Eligibility Lists for represented classifications.

All information furnished on the above outlined lists is for the exclusive use of the Association and shall not be used for any other purpose or be given to any other person or organization without the express written approval of the City.

In addition, the City shall provide the President of the Association complete annotated Civil Service Board agendas at the same time and in the same manner as it is provided to the Civil Service Board members.

Section 4. Rules and Regulations vs. Contract

The City and the Association agree that a number of documents govern the administration and compensation of City employees. In order of authority, they are:

The Nevada Revised Statutes;

The Charter of the City of Las Vegas;

The Collective Bargaining Agreements between City and its recognized bargaining units;

The City of Las Vegas Civil Service Rules;

The City of Las Vegas Personnel Policies Manual.

The City and the Association agree that in the event any inconsistencies arise between departmental rules and regulations and this Agreement, the Agreement controls.

The City and the Association further recognize that the matters covered by departmental rules and regulations include matters that are and are not subject to mandatory bargaining under the provisions of Nevada Revised Statutes, Chapter 288. The City and the Association also recognize that these rules and regulations are subject to change by the Department Head(s), provided that any changes shall not affect subjects of mandatory bargaining without prior negotiations.

ARTICLE 7 - BULLETIN BOARDS & MEETING SPACE

Section 1. Bulletin Boards

It is the right of the Association to use the provided space on the bulletin boards for the posting of notices concerning Association business. Bulletin Boards shall be placed at the following locations: D & E Briefing Room, D & E Culinary, and D & E City jail. All bulletin boards shall be locked.

Section 2. Meeting Space

The space for meetings that has been provided for the Association prior to this Agreement shall continue to be provided, when reasonable, during the length of this Agreement.

ARTICLE 8 – ASSOCIATION AFFAIRS

Section 1. Association Membership

Membership shall be at the sole discretion of the employee. Any individual, who refuses membership, shall not be responsible for bi-weekly dues, but will be billed for their "fair share" for contract negotiations. Non-members will also be billed for, handling of grievances, arbitration and other legal matters incurred during the performance of their duties as a peace officer on duty. Non-members will also be responsible for reimbursement for litigation costs and attorneys fees directly incurred on their behalf. The Association will indemnify and hold the City harmless for any disputes or litigation arising out of this section of the Collective Bargaining Agreement.

Section 2. Association Officers

Any changes to the current officers representing employees under this Agreement, shall be evidenced to the City in writing within ten (10) working days of the change.

Section 3. Eligible to Vote

Only members in good standing with the Association are eligible to vote on the contents of this Agreement drawn as a result of the collective bargaining.

Section 4. Association Leave Hours

For the purposes of representation of members within the bargaining unit, the Association shall be entitled to a reasonable and adequate number of Association officers and representatives. They shall restrict their activities to dealing with grievances and other legitimate Association business and shall be allowed a reasonable amount of time for this purpose. However, the City is under no obligation to pay Association officers for time spent conducting union business when they are not scheduled to work. Every effort shall be made to schedule grievance meetings and hearings during regular work hours.

Section 5. Permission to Conduct Association Business

Association Officers must notify their supervisors of the need to leave their jobs to conduct Association affairs. Such time off will not be unreasonably withheld.

Section 6. Receiving Grievances

Association Officers may receive and discuss, but not solicit, complaints and grievances of employees on the premises and time of the City. Such time spent shall not interfere with the work and duties for the City of either the Association officers or the employees. Association officers and the employee or employees involved in a grievance, hearing or investigation may be granted time off for meetings without loss of pay or any accrued leave with the approval of the department Chief or designee. Such meetings shall be set at a time mutually agreeable with the City and the Association.

Section 7. Negotiating Committee

Five (5) members of the Association Negotiating Committee shall be granted leave from duty with full pay, when reasonable, for all meetings between the City and the Association for the purpose of renegotiating the terms of this Agreement, when such meetings take place at a time during which such members are scheduled to be on duty. Association team members shall be relieved of duty assignments, when reasonable, for the period of each negotiation session. With the employees' agreement, employees may be assigned to different shifts because of participation in the negotiations.

Section 8. Access to Briefings

The Association is entitled to address members of the bargaining unit at briefing sessions on issues relating to the administration and interpretation of this collective bargaining agreement, legislative and insurance issues. Access to briefing sessions will be by mutual agreement of the Association President and the Department Chief or designee.

ARTICLE 9 - COMPENSATION

Section 1. Wages

The City and the Association agree that the wages paid eligible employees shall be shown in the City of Las Vegas Peace Officers Association Salary Schedule, which is attached hereto and incorporated thereby as Attachment A of this Agreement. This reflects a five point five percent (5.5%) base wage increase for all grades covered by the pay scale, effective June 23, 2002 and June 22, 2003. In addition thereto, there shall be the following Cost of Living Allowance (COLA) increase:

Effective June 23, 2002, eligible employees will receive a COLA increase of two point five percent (2.5%). This will be identified as Attachment B of this Agreement.

Effective June 22, 2003, eligible employees will receive a COLA increase of two point five percent (2.5%). This will be identified as attachment C of this Agreement.

Effective June 20, 2004, eligible employees will receive a COLA increase of three percent (3.0%). This will be identified as Attachment D of this Agreement.

Effective June 19, 2005, eligible employees will receive a COLA increase of three point five percent (3.5%). This will be identified as Attachment E of this Agreement.

Effective June 25, 2006, eligible employees will receive a COLA increase of three point five percent (3.5%). This will be identified as attachment F of this Agreement.

Section 2. Longevity Pay

(A) The longevity pay for employees shall be paid on the following basis: upon completion of six (6) consecutive years of employment, covered employees shall receive an additional three percent (3%) of their bi-weekly base salary. For each year of continuous service thereafter, each employee shall receive an additional one-half of one percent (1/2 of 1%) increase of the base salary until a maximum of ten percent (10%) has been reached for twenty (20) years of continuous employment with the City of Las Vegas. Longevity pay shall become effective on the hiring anniversary date of employees. Overtime or any other incentive payments shall not be considered in the calculation of the percentages of longevity pay.

(B) Employees hired or rehired after January 1, 2004, shall receive a longevity payment equal to three percent (3%) of their base salary on the completion of ten (10) years of continuous service with the City. For each year of continuous service thereafter, each employee will receive an additional one-half of one percent (1/2 of 1%) until a maximum of ten percent (10%) has been reached. Longevity is not part of an employee's base salary but rather a separate pay category, paid bi-weekly.

Section 3. Acting Pay

Employees who are required to assume temporarily the full responsibilities of a position of a higher salary grade for a full shift or more shall be paid at a rate equal to five percent (5%) higher than the employee's current base salary or the minimum rate of the salary grade for the classification in which the employee is acting, whichever is greater for the duration of the assignment. Acting pay for periods in excess of fifteen (15) calendar days requires the written approval of the City Manager.

Section 4. Shift Differential Pay

Shift Differential is defined as the amount of compensation authorized to be paid to an employee in addition to a regular straight time hourly rate for working a complete regularly scheduled shift other than a day shift. A day shift is defined as any regularly scheduled work shift that begins no earlier than 0500 hours or ends no later than 1900 hours. A regularly scheduled shift that exceeds these limits by twenty-five percent (25%) or more is entitled to shift differential pay computed at four percent (4%) of base pay plus longevity. An employee must be assigned to work a complete shift other than a day shift to be eligible for shift differential.

Section 5. Field Training Officer Pay

Any FTOs assigned at any point will receive FTO Pay. Selection and assignment to the FTO positions will be based upon established departmental procedures. Such compensation shall be an additional \$1.20 per hour.

Section 6. K9 Pay

Officers that have a canine assigned to them for care, grooming, feeding and other activities related to the care and the maintenance shall be compensated at the rate of one and half (1½) times their premium rate of pay for 10 hours per pay period.

ARTICLE 10 - CLOTHING AND EQUIPMENT ALLOWANCE

Section 1. Issued Equipment

The City shall issue to all employees; chemical agents, a basic uniform issue of four (4) summer shirts, four (4) winter shirts, four (4) pairs of pants, one (1) winter jacket, one (1) tie, and one (1) pair of footwear and required nylon gear.

Section 2. Protective Vests

Each officer assigned to carry a firearm will be supplied a properly fitted protective vest. Officers inside the Detention Center shall be supplied with a stab resistant vest.

Section 3. Uniform Clothing Allowance

The City shall provide annual uniform and footwear maintenance allowance to all uniformed personnel as shown on the following chart. Employees shall be paid annually in a single check for the purposes of maintaining uniforms. New hires shall be paid a prorated share of the uniform allowance described herein.

Annually the City will also provide an additional uniform purchase by voucher of \$300 and will allow employee's reasonable time off with pay to acquire such, or the City will have the vendor on site for the employees.

Uniforms and equipment shall only be worn or used on official City business or as authorized by the City.

06/02	06/03	06/04	06/05	06/06
\$680	\$850	\$875	\$900	\$950

ARTICLE 11 - HOURS OF WORK AND OVERTIME

Section 1. Normal Workweek

The City and the Association agree that the normal paid weekly working hours shall be forty (40) including a meal break.

Section 2. Meal Breaks

The City will provide a meal period of 30-minutes and two break periods of 15-minutes each to all employees of the bargaining unit.

Section 3. Shift Arrangement

(A) The City reserves the right to alter or temporarily change the workweek, shift and/or hours of an employee to accommodate an employee's attendance at:

- (1) Initial Orientations
- (2) POST Academy
- (3) In-House training
- (4) Training provided out of the City or State

Whenever deviations from regular shift hours are necessary, the supervisor shall provide employees with sufficient notification prior to such deviation. Sufficient notification is deemed to be a minimum of fourteen (14) calendar days.

The Association and the City shall discuss any unusual circumstances causing deviation from aforementioned hours.

Section 4. Mutual Swaps

(A) Employees may be permitted to exchange hours of work with other employees in the same classification or level, performing the same type of duties in the same work area, provided:

- (1) The employees give written notice to their supervisor(s), at least seven (7) calendar days in advance
- (2) The supervisor(s) approves the exchange in writing; and
- (3) The employees exchanging hours of work shall not be entitled to any additional compensation (e.g., overtime, shift differential), which they would not have otherwise received.

- (B) Once approved, shift changes shall not be subjected to further review, except for operational needs.
- (C) Each employee shall be responsible for the coverage of the work assignment he/she accepts. If the employee who agrees to work for another employee fails to show for the swap because of illness or injury, he/she shall be required to provide a physician's return to duty statement.
- (D) All swaps must be paid back within sixty (60) calendar days.
- (E) Probationary employees shall not be allowed to exchange hours of work with other employees.

Section 5. Briefings

Every reasonable effort will be made to allow briefings within the shift schedule. The labor-management committee will jointly explore 8 and 12-hour shift configurations that will allow for briefings to be within the shift. However, management will have the ability to schedule pre-shift briefings. All pre-shift briefings will be compensated at the appropriate overtime rate of pay and shall last no longer than twenty (20) minutes.

Section 6. Alternate Work Schedules

If an Alternate Work Schedule (AWS) is requested by a majority of the employees, the Association and the City shall meet within fifteen (15) calendar days to discuss the feasibility of establishing an Alternate Work Schedule. If an acceptable plan can be established, it shall be put into effect for a trial period of six (6) months within sixty- (60) calendar days of agreement upon the AWS schedule.

The City may discontinue the AWS, if, in good faith, and after discussions with the Association, the City Manager or designee determines that the AWS program is not in the best interest of the City.

Under any work schedule, payment for overtime and paid holidays shall be in accordance with the provisions of this Agreement.

Section 7. TILO

- (A) Because the workload of some functions fluctuates both within and beyond the payroll periods, employees may work Time in Lieu of (TILO) rather than paid overtime. The purpose of TILO is to allow the employee to accumulate and to take TILO time in conjunction with workload lows, rather than be paid at the overtime rates during workload peaks.

(B) To accumulate TILO time, employees may volunteer to accept time rather than overtime pay. This TILO time will be accumulated at a time and one-half (1 ½) rate for payment purposes. No employee can be required to accumulate TILO rather than be paid at the overtime rate.

(C) To use TILO time, employees must schedule their absence from work with their supervisor in advance of the absence.

(D) TILO accumulation and usage will be reported to the payroll department by appropriate coding on the bi-weekly time cards. TILO time balances will be reported to the employees on the Employee Leave Notice in the same manner as vacation and sick leave hours are reported. If an employee accumulates and uses the same number of TILO time hours within a pay period, records may not show on the Employee Leave Notice.

(E) No employees may have an accumulated balance of TILO time exceeding two hundred and fifty (250) hours at the end of any pay period. Forty (40) hours of TILO may be sold back annually in accordance with the Annual Sellback Provisions identified in annual leave article of this agreement.

(F) Whenever an employee separates from City employment, any unused TILO will be paid at a straight time rate including longevity.

Section 8. Overtime

(A) Regular Overtime - Regular overtime pay is defined as additional compensation earned by an employee who is held over on a regularly scheduled shift. Supervisors may require that employees work overtime. Employees who work longer than their normal daily hours shall be paid overtime on a time and one-half (1 ½) hourly rate basis based on their hourly rate of pay at their normal weekly working hours, including longevity, if applicable, for all overtime work.

(B) Scheduled Overtime - If an employee is required by a supervisor, to return to duty after completing a normal shift or reports to work on a day in which a normal shift is not scheduled, the employee shall be compensated for a minimum of three (3) hours or the actual time worked, whichever is greater, on a time and one-half (1 ½) hourly rate basis, plus longevity, if applicable, for all overtime hours or any fraction thereof worked.

(C) Holiday Overtime – On a designated holiday, should an employee be asked to work longer than a normal shift or be recalled to work, the employee shall be paid at the rate of two and one half (2.5) times the employee's regular rate of pay for all hours worked in excess of normal shift.

Section 9. Overtime Procedures

(A) Voluntary Overtime - In an effort to reduce mandatory overtime and in an attempt to provide equal opportunity for voluntary overtime, the City and the Association agree to use the following procedure:

- 1) Pre-scheduling should be accomplished whenever possible
- 2) Supervisors should canvas on-duty staff, whenever they become aware that overtime will be necessary for the on-coming shift
- 3) A call-out system for voluntary overtime shall be established and utilized prior to implementing mandatory overtime.

(B) Involuntary Overtime ("Freezing") - Involuntary overtime will be assigned on a rotating basis as stated in departmental policy.

(C) Each shift will maintain a list of officers by seniority. Within the first hour of the shift, the next 5 officers up for "freezing" will be notified. When overtime is required and there are no volunteers, "freezing" will be implemented.

(D) Officers in special assignments shall be included on the "Freeze" lists.

(E) No person will be required to work mandatory overtime the day prior to scheduled leave or in conjunction with RDOs.

The department will make reasonable efforts to canvas on-duty employee volunteers prior to the implementation of this section of the Agreement.

Section 10. Call Out Pay

In emergency situations requiring immediate attention where the department head or designee feels that it is necessary to call out one or more members of the department, or if an employee is required to return to duty after completing normal shift or is not scheduled, an employee shall be paid overtime pay on a time and one-half (1 ½) basis, plus longevity, if applicable. Said employee shall be paid for a minimum of three (3) hours regardless of having worked less than three (3) hours. However, in the event that the period of call-out exceeds three (3) hours, the employee shall be paid the amount of time actually worked.

If an employee is required to return to duty after completing a normal shift, or to report to work on a day in which a normal shift is not scheduled, or to report for work related court testimony, the employee shall be compensated for a minimum of three (3) hours for the actual time worked, whichever is greater, on a time and one-half (1½) rated basis.

ARTICLE 12 - HOLIDAYS

The City and the Association agree that the legal holidays shall be:

New Year's Day
Martin Luther King's Birthday
(Third Monday in January)
President's Day
Memorial Day
Independence Day
Labor Day

Nevada Day
Veteran's Day
Thanksgiving Day
Family Day
(Day after Thanksgiving)
Christmas Day
Floating Holiday

Any day that may be declared a legal national holiday by the President of the United States, or any day that may be declared a legal holiday by the Governor of the State of Nevada or the Mayor of the City of Las Vegas, unless the City is exempted from closings its operations to observe the holiday under State law.

If any holidays fall on Sunday, the following Monday shall be considered the legal holiday. If any of the above holidays fall on Saturday, the preceding Friday shall be considered as the legal holiday.

Employee's wishing to have a holiday off who are normally scheduled to work, may request time off by submitting a leave request. This procedure includes special assignments. A special assignment post does not guarantee the day off.

Employees who are scheduled to work on a legal holiday and who are relieved of duty after reporting for duty on the holiday, shall receive their regular compensation on straight time basis for those regular hours not worked. No employee will be forced not to work the holiday to avoid overtime payment.

Section 1. Holiday Pay

All full-time employees shall receive holiday pay, and such time shall be computed as regular workday. In addition to straight time pay, any such employee shall be compensated at time and one-half the regular rate of pay for all hours worked.

In order to receive holiday pay, the employee must be in a paid status the day preceding and/or following the holiday.

Holidays that fall on an employees regular day off, annual vacation or sick day, shall receive holiday compensation in cash for the holiday(s) straight time. Employees may convert their regular Holiday straight-time pay to annual leave. Employees may volunteer to accumulate TILO equivalent to the paid overtime rather than be paid for the holidays.

Section 2. Floating Holiday

Employees will be credited with annual leave equal to the average daily hours the employee works, excluding overtime, in a normal bi-weekly period at the beginning of the pay period on which the employee's birthday occurs. Employees are to code their time card with annual leave when using their floating holiday.

ARTICLE 13 - ANNUAL LEAVE

Section 1. Purpose

The City and the Association agree that annual leave is provided to employee for the purposes of rest and relaxation from their duties and for attending to personal business. Absences not specifically covered by the provisions herewith shall be chargeable to annual leave to the extent it has been accrued or advanced.

Section 2. Accrual

Employees shall be eligible to take annual leave after completion of six (6) months of continuous full-time service. Annual leave shall accrue from the date of duty to all employees, except those employed on a temporary appointment basis, in an amount equal to:

- (A) Three and eight hundredths (3.08) hours bi-weekly for the first year.
- (B) Four and sixty-two hundredths (4.62) hours bi-weekly for the second through the tenth year.
- (C) Six and ninety-two hundredths (6.92) hours bi-weekly for years eleven through fifteen.
- (D) Seven and seven tenths (7.70) for each year thereafter.

Section 3. Accumulation

Annual leave may be accumulated up to a maximum of two (2) times their annual accrual. During the calendar year, any annual leave that exceeds the allowed maximum shall be forfeited on December 31st of each year, unless the employee was not allowed to take or complete a vacation as scheduled or rescheduled during the last sixty (60) days of the year. Employees who were so affected shall be paid at their full salary plus longevity for all vacation hours they are required to forfeit at the end of the calendar year.

Section 4. Payout

Employees with more than six (6) months service who are separated from the City's employment are entitled to payment for unused annual leave not previously forfeited.

In the case of death of an employee during his tenure with the City, 100% of the employee's unused annual leave shall be paid to the employee's designated beneficiaries as specified in their personnel records, or if no designated beneficiary, to the employee's estate.

Section 5. Applications for Leave

Application for leave must be approved in advance of taking leave and shall be scheduled annually on a seniority basis. The Departmental vacation scheduling procedures shall be developed by the Department Head through discussions with the employees. Unresolved conflicts shall be referred to the Labor/Management Committee. Employee vacations, which have been scheduled for a calendar week or more, shall not be canceled unless an emergency situation exists.

Section 6. Advanced Leave

Upon approval by the City Manager, an employee may be advanced annual leave.

An employee who has taken advance annual leave beyond that accrued at the time of termination shall make restitution for such leave, either by deduction from any amount owed him by the City or by cash refund.

Section 7. Annual Sellback

Employees who have been employed in the classified service for a minimum of eighteen (18) months may elect to exchange up to 40 hours or less of annual leave for up to forty (40) hours pay, subject to the following conditions:

- (1) Exchange of annual leave shall only be done at the first payday of each December unless otherwise authorized by the City Manager.
- (2) Exchange privileges apply only to accrued annual leave.
- (3) Employees must have been in the classified service for a minimum of eighteen (18) months.

ARTICLE 14 - SICK LEAVE

Section 1. Earning & Use of Sick Leave

The City and the Association agree that all full-time employees shall accrue four (4.00) hours of sick leave bi-weekly. Employees who are in a non-pay status for a part of a pay period shall have their sick leave accumulation reduced on a prorated basis. Employees shall be paid their current hourly rate plus longevity, if applicable, for each hour of sick leave used. There shall be no limit to the amount of sick leave that can be accumulated.

Sick leave with pay may be used by employees who are:

- (A) Illness or Injury. Incapacitated by illness or injury from the performance of their duties, or whose attendance is prevented by public health requirements; or
- (B) Medical Emergency. Required to absent themselves from work to personally care for a member of their immediate family as defined in Article 4, in those medical emergencies, which require the employee's prompt attention. Emergency leave shall be taken as sick leave; such cases require explanation of sick leave on the leave slip and approval of the Department Head. Such leave is limited to a maximum of forty (40) working hours per year and shall not be counted as a sick leave incident.
- (C) Doctor Appointment. Required to take time off from work for the purpose of keeping a personal medical, vision or dental appointment. Such leave shall be limited to a maximum of four (4) hours for any one appointment. A request for additional time must be submitted to and approved by the Department Head. Employees should make every effort to make appointments before or after work hours. Medical appointments will not be counted as a sick leave incident.
- (D) FMLA - Any leave covered by the Family Medical and Leave Act as referred to in Article 15, Section 4 of this agreement.

Section 2. Reporting Requirements

- (A) Employees who become ill prior to the start of the workday shall call in 2 hours before the beginning of their shift when using sick leave. An employee incapacitated beyond the period covered by sick leave may be granted accrued annual leave, TILO, or leave without pay by the Department Head. On the approval of the City Manager, an advance of additional sick leave with full or partial pay may be granted. In this case of sick leave depletion, annual leave or TILO shall be used in place of sick leave.
- (B) Employees covered by this Agreement shall be subject to the following reporting requirements for payment of sick leave:

- (1) Sick Leave Request: Employees are required to file and sign a sick leave request as evidence that the reason for the employee's absence was a use of sick leave as outlined above.
- (2) Certificate of Recovery and Fitness: If an employee is requested to do so by the Department Head, or his designee, a Certificate of Recovery and fitness shall be submitted by the employee upon return to work from any illness that required the use of sick leave for four (4) or more consecutive scheduled working days. Such certification shall be signed by a health care provider as defined under the Family and Medical Leave Act, 29 USC Sec. 2611(6) and 29 CFR Sec. 825.118 and shall state that the employee is capable of returning to work. The Department Head or his designee may require that an employee submit a Certificate of Recovery and Fitness because of excessive use of sick leave. The employee will be notified in writing in advance when a Certificate of Recovery will be required. Excessive shall mean in excess of eight (8) incidents of sick leave usage in the preceding 12-month period. Use of sick leave for funeral attendance or a schedule medical, vision, or dental appointment or the care of immediate family members shall not constitute an incident of sick leave. A Certificate of Recovery and Fitness may also be required after an employee has used six (6) days of sick leave in conjunction with holidays and/or regular days off in the preceding 12-month period. Supervisors may discipline employees for excessive use of sick leave. Discipline will not be applied for legitimate absences substantiated by a Physician's Certificate from a health care provider as defined under the Family and Medical Leave Act, 29 USC Sec. 2611(6) and 29 CFR Sec. 825.118 for extended illnesses or injuries. No such certificate of Recovery and Fitness shall be required contrary to the provisions and regulations of the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPPA"), 29 USC Sec. 1181 et seq.

(C) While on sick leave, an employee will normally be at a residence for the purpose of recuperating, at a medical facility, or a facility purchasing medications. Employees on extended sick leave are responsible for notifying the Department Head of their primary location and of their expected date of return to work. Extended sick leave is when an employee is off work for maternity/paternity/adoption leave, continuing special treatment, recovery from disabling illness or injury or other recognized use of sick leave for more than five (5) working days.

Representatives of the department will not conduct residence checks for any kind, unless an employee is a no-call, no-show or the Department has probable cause to believe that an abuse of sick leave as defined in this agreement is occurring, in which event the Department shall provide to the investigated employee and the Association a written statement setting forth the facts providing reasonable, probable cause for the residence check. This statement shall be provided to the employee and the Association

within twenty-four hours of the residence check. This residence check shall be conducted only by Administrative Officer of the Day within the Department.

(D) Employees shall report to work if recovery of illness is made during the normal work hours. Any gainful employment, pursuit of personal business, recreation, travel for recreation or non-sick leave is considered evidence of abuse or sick leave and is subject to discipline up to and including termination. Supervisors may not discipline an employee in the absence of evidence that the employee is abusing sick leave. The use of sick leave shall not be a basis for downgrading an employee's performance evaluation in the absence of an actual determination that the employee's use of sick leave has, in fact, been abusive.

Section 3. Payoff of Sick Leave

(A) Any employee hired prior to July 1, 1991 with less than twenty years continuous service, upon separation for any reason, sick leave hours shall be computed, based on the employee's hourly rate and longevity, if applicable, and shall be paid at the rate of fifty percent (50%) of the accrued sick leave hours. Any employee hired prior to July 1, 1991 with twenty years of continuous service, upon separate for any reason, sick leave and hours hall be computed, based on the employee's hourly rate and longevity, if applicable, and shall be paid at the rate of one hundred percent (100%) of the accrued sick leave hours up to a maximum accrual of 1000 hours.

(B) For the purpose of calculating payment of sick leave hours, employees hired on or after July 1, 1991, will have a cap of 600 hours. Employees shall receive payment for one-half the amount of unused sick leave accrued, up to a maximum payment for 300 hours, upon separation, after five (5) years of continuous full-time service. Said payment shall be computed as follows: one-half (1/2) of the employee's accumulated sick leave hours, up to a maximum accrual of 600 hours, and paid at the employees hourly rate including longevity at the time of separation.

(C) On the first payday of December of each year, the City shall "buy back" one-half (1/2) of all sick leave hours accrued above the 600 hour maximum payoff limit, during that calendar year by said employees. The one-half (1/2) sick leave accrual for any calendar year that was not bought back by the City shall become a sick leave "bank" and part of the total sick leave accrual of the employee, but shall not be eligible for pay-off at any time, including separation. Sick leave "bank" hours shall be used only upon exhaustion of all other sick leave hours.

(D) Employees hired on or after July 1, 1991, shall receive payment for 100% of the accrued sick leave up to maximum of 600 hours upon separation after 20 years of continuous employment with the City.

(E) In the case of death of an employee during his tenure with the City, 100% of the employees unused sick leave shall be paid to the employee's designated beneficiaries

as specified in their personnel records or, if no designated beneficiary, to the employee's estate.

Section 4. Sick Leave Bonus

Employees who have taken no more than thirty (30) hours of sick leave, for purposes other than bereavement, July 1 through June 30, shall received three hundred dollar (\$300) cash bonus on an annual basis.

Section 5. Bereavement Leave

(A) The department shall authorize bereavement leave with pay due to the death of an employee's parent/step-parent, spouse, child, grandchild, grandparent, brother/sister, mother/father-in-law, foster parent, guardian, daughter/son-in-law, sister/brother-in-law, stepchild, adopted child or significant other. "Significant other" means a person the employee lives with that he/she considers a mate.

(B) Such absence for bereavement leave with pay shall be limited to not more than five (5) workdays per occurrence. In extraordinary circumstances, or where funeral attendance requires the employee to travel over four hundred (400) miles from his/her home, additional bereavement leave may be granted which shall be deducted from accrued leave or leave without pay subject to the approval of the Department Director.

(C) An employee may use vacation leave or TILO in the case of the death of his/her aunt, uncle, foster sibling, spouse's grandparent or any near relative who raised the employee.

ARTICLE 15 - OTHER LEAVE

Section 1. Application and Examination Leave

An employee may be permitted reasonable time off with pay during his/her shift to make an application and/or take an examination for promotional transfer opportunities with the City, when it is not possible or practical to do so during non-working time. All such absences shall be scheduled with the employee's supervisor. In no case shall an employee become eligible for overtime as a result of leave for promotional or transfer opportunity.

Section 2. Blood Donors Leave

Employees may be granted reasonable time off during their work shift for the purpose of donating blood when participating in a City authorized and/or sponsored blood donation drive special need. In no event shall an employee be eligible for overtime as a result of donating blood.

Section 3. Catastrophic Leave

(A) When an eligible employee suffers a catastrophic illness or injury, and the eligible employee has exhausted all accrued leave as a result of the illness/injury, the eligible employee may file a request for donations of leave with the Association.

(B) Catastrophic Leave requests must be accompanied by a medical statement from the attending physician explaining the nature of the illness/injury, and an estimated amount of time the employee will be unable to work.

(C) A committee appointed by the Association Board will review the request to verify the employee's eligibility to receive donations.

(D) The Association will conduct the solicitation of donations and will be limited to an information-only solicitation, with no personal lobbying by employees. Solicitations will be conducted for 14 calendar days per request and all donations will be submitted to the Association on a form provided by the Association.

(E) Donations can be made from the donor's compensable sick leave, TILO time, bonus hours, annual leave, and/or floating holiday.

(F) The minimum donation is four (4) hours; the maximum donation is forty (40) hours. Employees must have a cumulative leave balance of at least forty (40) hours after the donation.

(G) The Association will forward donations to the City Treasurer's office, where the

donated time will be converted to dollars at the hourly rate of the donor. The dollars will then be converted to sick leave at the hourly rate of the recipient.

(H) Bank hours, if any, may be approved by the committee on a matching basis, if needed, (i.e., a solicitation for an approved employee nets 100 hours - after 100 hours are used, the committee may approve up to another 100 hours from the bank, if hours are available).

(I) Eligible employees:

- a. The Catastrophic Leave Program is available to all Association bargaining unit members.
- b. Employees must meet the following definition of catastrophic illness/injury: "Catastrophic illness/injury is an illness or accident that keeps an employee from performing duties of his/her job, (i.e., hospitalized or home bound). The illness or accident cannot be a result of an illegal act, nor can it be self-inflicted."
- c. Employees who are receiving worker's compensation benefits are not eligible for the Catastrophic Leave Program.
- d. Personnel who have been released to a light duty status by a medical physician and refuse a light duty assignment will not be eligible for Catastrophic Leave.

Section 4. Family and Medical Leave Act

Employees who have worked for at least 12 months, and for at least 1,250 hours during the previous 12 months, are eligible for 12 work weeks of paid or unpaid leave during a 12 month period for the purpose of caring for oneself or a family member inflicted with a serious health condition, lasting longer than three (3) days, which requires either in-patient care or continuing treatment by a health care provider. An eligible employee can take up to twelve (12) weeks of leave under this policy in a twelve month period starting on the first day of leave is used. Employees are required to give thirty (30) days advance notice for such leave if the need for leave is foreseeable based on planned medical treatment. All legal requirements of Public Law 103-3, Family & Medical Leave Act of 1993, apply to this Article.

Section 5. Jury Duty or Court Witness

Employees called to serve on jury duty or subpoenaed to appear as a witness in a court proceeding during regular working hours shall receive their regular City pay, less any jury or witness pay. Employees who are subpoenaed to appear as a witness to testify other than during normal work hours shall be entitled to call-out pay as specified under

Article 11, Section 9. Employees who are called but not selected to serve on a jury, or who complete the day's jury duty prior to the end of their normal shift shall report back to work. Employees who work a swing or graveyard shift shall be excused for the day(s) that they are required to report for jury duty. Those persons who re-called as witnesses shall report back to work when excused by the court or tribunal. This section shall not apply to persons whose appearance in court is the result of their status as defendants in a criminal proceeding or to persons called or appearing as a party in a civil proceeding unrelated to City business.

Section 6. Leave of Absence or Leave without Pay

In addition to the FMLA, leave without pay may be granted to employees for purposes normally covered by sick or annual leave when such leave has been exhausted, or for other justifiable reasons, including education at an accredited college, university or specialized vocational or trade school.

Except for military leave and leave without pay resulting from job-related illness or injury, periods of leave without pay in excess of thirty (30) days shall not be credited for purposes of completion of probation, merit increases, seniority, or longevity, annual leave, or sick leave. The employee's service date shall be adjusted to reflect the actual time the employee was actively working for the City of Las Vegas. (These provisions do not apply to leave under the FMLA.)

Continuous leave without pay for periods in excess of thirty (30) days which are necessitated by job-related illness or injury shall be credited for purposes of completion of probation and/or salary increases.

Section 7. Maternity/Paternity/Adoption Leave

In addition to FMLA, employees shall be entitled to leave without pay for up to a maximum of six (6) months for purposes of childbearing and/or for caring for a newly born or newly adopted children. Employees are eligible for this leave for a period up to 12 months after the birth or placement of a child. Employees are required to give thirty (30) days advance notice, if possible, for such leave. Additional maternity/paternity or adoption leave may be awarded only upon written authorization of the City Manager. Employees may use any accrued leave for maternity/paternity or adoption purposes. Use of sick leave for these purposes shall be excluded from disciplinary action.

An employee, upon becoming aware of her pregnancy, shall obtain a statement from her physician confirming the pregnancy. After the initial statement has been presented to the employee's supervisor, the Department will allow the employee to continue working and assign the employee to a modified duty position that will not be injurious to her health or the health of the expected child. Commencing with the sixth month of pregnancy the employee shall present a statement monthly from the physician stating the employee may be permitted to continue working. Employees complying with these

provisions shall be entitled to work as long as they continue to present such monthly statements within five days of the due date. If the employee fails to present any required monthly statement within five days of the date due, the Department Chief may place her on maternity leave.

Section 8. Military Leave

An employee having a reserve status in any of the regular branches of the Armed Forces of the United States or the Nevada National Guard, upon request to serve on active duty or inactive duty for training as outlined in the provision of NRS 281.145, shall be granted a maximum of one hundred twenty (120) hours of leave and pay.

Any employee who is called to active duty by the President of the United States to serve in a national or international deployment of the United States Armed Forces shall be granted leave and pay as prescribed by Federal Law.

At the beginning of each calendar year or after a change in shift or status, the employee will provide their immediate supervisor with documentation establishing reserve status and unit assignment. Such documentation shall include the name and phone number of the reservist's commanding officer or designee as a contact point. The employee will provide an annual training schedule, or orders in case of activity duty, by the first scheduled work day after such documentation becomes available to the employee. These documents are to be maintained in the employee's department file.

The employee will provide an Application for Leave form, to their immediate supervisor two weeks prior to their scheduled military leave, when possible. The approved leave slip will serve as full documentation for Payroll purposes.

When an employee is ordered to report for a pre-induction physical, time spent up to three (3) days shall be considered an emergency military leave and shall be granted with pay upon presentation of such orders to the employee's immediate supervisor.

The employees shall be entitled to retain any Armed Services pay earned during the training duty.

If an employee has an approved scheduled vacation leave, that leave will not be canceled because another employee has been granted military leave.

Employees may utilize vacation, bonus or floating holiday leave in lieu of leave without pay for military leave. Use of these leaves for this purpose shall not be controlled by other policies, procedures or rules that affect leaves.

If an employee submits a request for Annual Leave of one (1) day or more, that leave will not be denied solely because another employee has been granted military leave.

ARTICLE 16 - MEDICAL BENEFITS AND LIFE INSURANCE

Section 1. Life

The City shall provide twenty thousand dollars (\$20,000.00) life insurance protection with double indemnity for the accidental death of a member of the bargaining unit.

Section 2. Medical Benefits

A) Effective January 1, 2005, employees of the collective bargaining unit will be covered by the Teamsters' hospitalization, health, medical, dental and vision benefit plan. The City shall pay the full cost for hospitalization, health, medical, dental and vision coverage for employees and eligible dependents including full maintenance of benefits of cost, to a maximum contribution of \$651.00 per month per employee. This maximum contribution shall increase on January 1, 2006 by \$80.00 to \$731.00 per month per employee and by \$80.00 on January 1, 2007 to \$811.00 per month. Additional increases of \$80.00 per annum shall accrue on January 1st of each and every year thereafter so long as this contract remains in effect.

B) Employees will be responsible for the costs of Teamster coverage to the extent the amount per employee exceed the maximum contribution specified herein to be paid by the City.

C) Employees will be responsible for the monthly Affiliation Fee per employee charged by the Teamsters. Upon enrollment into the Teamster's plan and on the first of each and every month thereafter, every employee within the bargaining unit shall have deducted from his/her paycheck the amount to cover the monthly Affiliation Fee plus such additional amounts, if any to cover the employee's contribution of the Teamster plan should costs of the plan exceed the maximum required to be paid by the City.

D) If the City establishes an employees' retirement medical plan for any City employee, the City and the Association shall meet and confer to discuss participation of employees in this bargaining unit in the plan.

ARTICLE 17 - DISABILITY

Section 1 Covered Employees

The City and the Association agree that all eligible members shall be covered by provisions of an appropriate Workers' Compensation Insurance Program, that may be self-insured or State Insured.

Section 2 Accidents or Injury

Should an employee suffer a service-incurred accident or illness and the benefits paid to such employee under the provisions of the Workers' Compensation Program shall not equal the employee's present gross salary, then and in that event, the employer shall pay to the employee an amount equal to the difference between the compensation received under the Worker's Compensation Program and the employee's then present gross salary excluding overtime, for a period of two hundred forty (240) hours from the first day of absence due to illness or injury. In the event there exists a reason to believe an employee is abusing his/her rights under this provision, the employer may disallow the "equal payment" benefit. In addition to the foregoing, the City may continue this maintenance of income at full or partial pay for a period of up to twenty-four (24) months after the initial two hundred forty (240) hours. The City Manager must review all requests for continuance of maintenance of income beyond two hundred forty (240) hours and approve or disapprove in writing.

Section 3 Procedures

Before the City grants these benefits, the employee shall comply with reasonable administrative procedures established by the City. The City may also request, at its option and expense, that the employee be examined by a physician appointed by the City. The examining physician shall provide to the City and the employee a copy of his medical findings and his opinion as to whether or not the employee is able to perform his normal work duties and/or whatever, if any, work duties the employee is able to perform or unable to perform. The City may further require that such injured employee make himself available for light duty work as soon as possible after release by a qualified physician, which may be either City or employee appointed.

An employee whose full salary is being maintained under the provisions of this Article shall not be charged with the use of sick leave for the period of full income maintenance.

Section 4 Long Term Disability Insurance

The City agrees to provide to all employees covered by this agreement long term disability insurance benefits for the off the job injury equivalent to benefits under Social Security Disability Income or the present or any replacement disability insurance policy issued to cover employees of the City of Las Vegas to the full extent of benefits currently provided whichever offers the greater benefits.

ARTICLE 18 - SENIORITY

Section 1. Seniority List

(A) City seniority shall be defined as an employee's length of continuous service with the City. Classification seniority for Sergeants means the length of service in a classification. Classification seniority for Corrections Officers and Corporals shall be based upon service date. Employees in classifications that have been re-titled or reclassified shall retain all seniority through any such changes. Employees who are promoted from one classification to a higher classification(s) and subsequently return to the former classification shall be credited with all time spent in the higher classification(s) for their classification seniority. Except that only 75% of the time spent in the appointive rank will be credited towards classification seniority upon return to classified service.

Seniority shall not be broken by annual leave, sick leave, suspension, maternity leave, military leave, or any leave(s) without pay of less than a thirty-day (30) day duration. Except for military leave, FMLA and leave without pay resulting from job-related illness or injury, periods of leave without pay in excess of thirty (30) consecutive calendar days shall not be credited for purposes of seniority.

(B) By the first week in August, the City shall provide the Association with a current seniority list for each classification, showing the service date and date of last promotion to present classification of the employees covered by this contract. The seniority lists shall be posted on the Association bulletin board for each division.

C) For purposes of promotion, seniority shall be determined by:

- a. Length of time in classification; if tie, then
- b. Department service date; if tie, then
- c. City hire date; if tie, then
- d. Human Resources time stamp
- e. Any further ties or disputes will be determined by a one time lottery

If no one protests the seniority shown on their behalf within 30 days of such posting, each classification seniority list shall stand as conclusive evidence of each person's seniority until the posting of the next annual seniority listing.

Section 2. Use of Seniority

(A) In scheduling annual leave, Regular Days Off and shift preference the Corrections Officers and corporals shall be treated as one classification with seniority determined based upon department service date, subject to availability as determined

by the Chief. Sergeants will bid for annual leave, regular days off and shift preference based on classification seniority.

(B) Beginning the second week of September, all employees will bid for shift assignments and regular days off. All bidding will be accomplished by the end of the second week of October. Transfers will take place the first day of the second pay period in January.

Except in the case of a vacancy being filled by a new hire to provide the new hire field training, as vacancies occur throughout the year notice will be given to all employees within 30 days after the vacancy has been created, allowing persons to bid for the vacancy. The vacancy created by the switch will not be subject to the bid process. If a vacancy is filled by a new hire, upon the new hire completing required field training, the position will be posted for bid and all employees will be given thirty (30) days notice to bid. The senior person submitting a bid shall be authorized to fill the vacancy.

Officers may only secure one change of shift per bid year.

C) Beginning the first Monday in November, officers will be allowed to make their "first pick" for annual leave. Employees must submit annual leave requests to secure their seniority rights. A maximum of four weeks will be allowed.

One subsequent pick will be allowed beyond the 45 day rule after everyone has made his or her "first pick" selection. Officers must give at least two weeks advance notice before the Department Director or his designee will approve a "subsequent pick" for annual leave. Subsequent picks will be on a "first come, first approved" basis without regard to seniority.

All applications for annual leave will be responded to within seven (7) calendar days of submission.

Annual leave requests submitted after the second pick must be submitted for approval no more than 45 days before the requested date.

Seniority will prevail in subsequent picks when another employee has requested leave for the same period of time on the same request date.

ARTICLE 19 - SPECIAL ASSIGNMENTS

Section 1. Definition

The following assignments are deemed "special assignments":

- a. Two Court Officers;
- b. Two Property Officers;
- c. One Officer to manage the Inmate Facility work crew;
- d. One Safety Officer;
- e. Special Management Inmate Officers (a maximum of one per unit);
- f. One Classification Supervisor (Sergeant);
- g. Two Outside work crew officers;
- h. One Training Officer (Sergeant);
- i. One Training Liaison;
- j. One Supervisor of Maintenance (Sergeant);
- k. Other assignments as discussed and agreed upon by the parties.

Section 2. Duration - Special Assignments

All special assignments along with any Temporary Directive implemented since the last selection for the position shall be posted for application by August 1st of each year and all assignments are to be made within thirty (30) days of posting. All special assignments shall be posted and applied for annually. No officer shall be allowed to hold a special assignment for longer than three (3) years, unless no other officer meeting the minimum qualifications for the assignment applies for the assignment after the incumbent's third year. After completion of a Special Assignment, the employee shall not be assigned to another special assignment or in the event of special circumstances as discussed and agreed upon by the parties. Minimum qualifications to apply for a special assignment shall include serving as a Corrections Officer in the Department for no less than three (3) years except a special assignment requiring the rank of Sergeant shall include as a minimum qualification the applicants have passed their probationary period and have been confirmed as Sergeants prior to applying. Selection criteria shall also include departmental standards as set forth in departmental policy.

ARTICLE 20 - RETIREMENT

The City and the Association agree that all employees shall participate in the Public Employees Retirement System of the state of Nevada in accordance with the rules of that system.

The City agrees that any increase in the contribution rate for the benefit of employees participating in the Public Employees Retirement System will be accompanied by a salary increase in the corresponding amount, and shall be used to pay the employee's portion of the increase in the contribution rate.

The City shall comply with all the provisions of NRS 286.421 for the purpose of paying the employee's retirement contribution.

ARTICLE 21 - REDUCTION IN FORCE

Section 1. Notice to Association

(A) Whenever it is determined that a lay off of employees may occur because of lack of work or funds, the City shall give written notice of the layoff, including the reason(s) such action is necessary and the estimated length of the layoff period to the Association President at least fourteen (14) calendar days prior to the effective date of notification to employees.

(B) Whenever it is determined that a layoff of employees shall occur, the City agrees to supply current time in classification seniority lists to the Association for the jobs being affected.

Section 2. Provisions

(A) The City and the Association agree that reduction in personnel as it pertains to employees covered under the provisions of this contract shall be as hereinafter prescribed. When City funded positions of indefinite duration, and which are presently filled, are abolished, reductions shall be accomplished in accordance with the following provisions after all part-time temporary and probationary employees within the classification have been separated from City service.

- (1) Competition for retention shall be by classification within the department.
- (2) Further, priority for retention shall be based upon seniority of service within the classification within the given department.
- (3) The order of reduction in force within a classification shall be
 - (a) Temporary
 - (b) Probationary Employees
 - (c) Part-Time Employees
 - (d) Regular employees in the reverse order of their seniority. In the case of a tie within classification seniority, the employee with the least city employment seniority shall be released first.
- (4) All personnel who are affected by reduction in force shall have the right to elect a reduction in classification to a lower classification in the same department that they are qualified to fill through previous service in that classification.
- (5) An employee shall not be separated before the employee has been made a reasonable offer of reassignment, if such offer is possible in the determination of the City.
- (6) As a result of the application of this reduction in force procedure, the City may cause the reassignment, transfer, reduction in classification, or any combination thereof, or the separation of an employee.

(7) Any employee reduced in classification or terminated under this Article shall have his name placed on the city's reduction-in-force list for a period of twelve (12) months. Employees accepting reassignment or a reduction in classification and shall remain on the reduction -in-force list for their previous classification and shall be reinstated in accordance with their seniority. Previous employees shall be notified once by first class mail and be certified mail, return receipt requested, at their last known address, and must respond within ten (10) calendar days of receipt by certified mail or in person that they are accepting the offer of re-employment on date specified in the offer, or they shall be deemed to have refused the offer of re-employment and shall forfeit all seniority and/or rehire rights and privileges. In the event that the notice of delivery is not returned within ten (10) calendar days of mailing, the city may proceed to fill the position.

(8) Separation under this rule shall require the giving of at least two (2) weeks notice to the employee, or payment in lieu of notice, of an equivalent amount of salary by the City.

(B) Temporary employees appointed to the classification covered under this Agreement on a temporary basis in a City funded position of limited duration may be terminated prior to the stated expiration date of the position or upon completion of the assigned work or in the best interests of the City.

(C) Employees who are rehired after involuntary layoff shall be reinstated with all benefits for which they were not paid at the time of their separation and their service date will be adjusted in compliance with Civil Service Rules. Therefore, for the purposes of longevity, sick leave, annual leave and other service time related benefits; rehired employees will start securing these benefits at the same rate as when they left city employment.

(D) The City and the Association agree that there shall be no employee furloughs until the City has discussed with the Association the furlough procedures to be implemented.

(E) Employees rehired under the provision of this article will be required to submit to and pass a background investigation and entrance physical examination.

ARTICLE 22 - RE-EMPLOYMENT

Employees who resign in good standing from employment may request in writing, within one (1) year after such resignation, that their name be placed upon a rehire list of the classification held upon resignation.

1. Requests shall be submitted to the Human Resources Director, and the Department Head before the individual making the request can be placed upon the rehire list for that classification. The individual making the request shall be notified in writing upon approval or denial of request. All decisions of the Human Resources Director will be final.

2. The rehire list will be utilized in the same manner as an open competitive list and the hiring authority will have the opportunity to conduct selection interviews with the individuals from both lists.

3. Individuals placed on the rehire list will remain on that list for a maximum for one (1) year.

4. Upon rehire, employees will have their salary set at the current entry level for the classification and serve a probationary period of a minimum of six (6) months and up to a maximum of twelve (12) months. Rehired employees may request removal from probationary status after (6) months of successful performance. The request must be in writing and directed to the Chief. Removal from probationary status prior to the twelve-month period will be at the discretion of the Chief.

5. Individuals rehired will subject to the same background procedures currently being utilized for new hires and may be subject to additional testing as deemed necessary by the Human Resource Department.

ARTICLE 23 - OUTSIDE EMPLOYMENT

(A) Employees will notify the City of an "outside" employment on an appropriate and reasonable City form. All legal employment shall be approved unless the City can show just and reasonable cause for the denial of the employment. No approval shall be delayed for more than fifteen calendar days from date of submission.

(B) Any "outside" employment shall not exceed an average of twenty-four (24) hours per week over any three (3) month period.

ARTICLE 24 - LABOR MANAGEMENT MEETINGS

(A) A joint Labor-Management Committee shall meet at set times which are to be determined between the President of the Association and the Chief at the beginning of each fiscal year in order to supplement the collective bargaining process. These times can be changed upon mutual agreement between the parties.

The purpose of such meetings may be to:

- Discuss the administration of the Agreement;
- Notify the Association of changes made or contemplated by the Department which may affect the working conditions of employees represented by the Association; including but not limited to changes in posts;
- Disseminate general information of interest to the parties; and
- Give the Association representatives the opportunity to share the ^{VIEWS} views of their members and/or make suggestions on subjects of interests to their members.

B) An agenda of issues shall be prepared by the City and Association jointly or separately which shall be approached through meeting of the Labor-Management committee which shall be composed of not more than five (5) representatives of the City and five (5) representatives of the Association. The process shall serve to study issues of mutual interest, including, but not limited to safety and health of employees, performance evaluations and staffing issues to be discussed in good faith on a prompt basis. Issues may fall within or without the instant contract, but it shall be understood that the City and the Association must mutually agree to any modification of this Agreement reached through this procedure in writing.

C) The Association shall designate a representative to serve as liaison with the Chief or designee, for the purpose of selecting agenda items and organizing meetings. Each party agrees to a reasonable notice to the other party to cancel a meeting. The Association's representative will prepare the Agenda(s) for each meeting and the City's representative.

D) Minutes of the Labor-Management Committee meetings shall be prepared by the Department Director, or designee, and shall be reviewed and shall be reviewed and approved by the Association's representative by both parties signatures. The minutes shall expressly state each issue or topic discussed during the meeting, the positions of the City and the Association with respect to each issue and the decision reached. Copies of approved minutes will be available for the Association to pick up and are distributed within one week of each meeting.

E) By virtue of agreeing to the provisions of this Article, neither party shall waive any rights under the Nevada Revised Statutes.

ARTICLE 25- DISCIPLINARY ACTION

(A) Grounds for Disciplinary Action

The City shall adhere to NRS 289, Peace Officers Bill of Rights when initiating discipline under this Article. The City will not take corrective or disciplinary action against an employee except for just cause, as defined below. The city shall follow the disciplinary procedures set forth below in enforcing any discipline. An employee shall be notified in writing of any possible disciplinary action within thirty (30) days of the incident-giving rise to the possible discipline, or within thirty (30) days of when the City discovers or reasonably should have discovered the facts supporting possible discipline. The thirty (30) day limitation period does not include vacation leave or any other leave taken by the employee. An employee may appeal any written reprimand, demotion, suspension or other form of discipline through the grievance procedure of this contract, which shall be exclusive remedy for the appeal of disciplinary actions. Oral reprimands may not be grieved. Written reprimands may be grieved up to and through Step 3 - City Manager level of grievance procedure. POA representation shall be allowed at every level of discipline. No disciplinary action shall be taken based upon incidents occurring six (6) months prior to the administration of disciplinary action. Nothing in this paragraph shall be interpreted as prohibiting the application of progressive discipline as set forth in paragraph (B) based upon prior disciplinary action being taken against any employee.

(B) Progressive Disciplinary Action

The City and the Association recognize the principle of progressive discipline as the form of discipline to be used by the City. Discipline shall be progressive from a minor form of discipline to major disciplinary actions. Serious disciplinary offenses may result in the disciplinary procedure starting at some level other than an oral warning. Discipline steps may be skipped, depending on the severity of the offense. Nonetheless, skipping steps in the discipline process shall be the exception of the general rule requiring following progressive discipline.

(C) Progressive Discipline Steps - The usual progressive discipline steps are:

1. Oral Reprimand or Warning - This is the first disciplinary step taken by a supervisor which puts an employee on notice that the employee's behavior or performance is not acceptable in specific and identifiable areas and that further unacceptable behavior or performance in the same area may result in more severe disciplinary action. The intent is for the supervisor to give the employee a clear notice that the specific behavior or performance should be corrected. Oral reprimands are to be documented in memo form with the supervisor and employee each signing and keeping a copy for their record. Copies of the memo are not to be placed in the employee's Department or Human Resources personnel file. Oral reprimands are valid for a period of up to nine (9) months.

2. Written Reprimand - This is the first level of discipline which is documented and which may be placed in the employee's personnel file. Supervisor shall document the violation and corrective action as identified in 1 above, on an Employee Interview form. The employee who is the subject of the disciplinary action will be allowed to read the Employee Interview form, may make any comments desired, and will then sign the form and may prepare a response to the allegations contained therein. That response, if prepared, shall be attached as a permanent part of the written reprimand. However, the failure of the employee to respond or deny the charges on the form shall not be interpreted as a waiver of any of the employee's rights under the agreement or as an admission that the allegations are true.

3. Suspension - Suspension may be used after a written reprimand has apparently not corrected the specific unacceptable performance or behavior or rule violations. Documentation is done on an Employee Interview form, as described in paragraph 2, above. Suspensions in excess of 40 hours must have the approval of the Deputy City Manager.

4. Other Disciplinary Actions - After an employee has been suspended, if there is a continuation or reoccurrence of the problem that caused the suspension, the employee may be subject to more serious discipline. The same procedure regarding documentation and rebuttal must be followed, as in the case of a written reprimand or suspension. Examples are:

a. Reduction in Classification - This involves the individual reducing in classification from the position currently held to one in a lower pay grade or one of lesser responsibility. This step should be used when the difficulties the employee is experiencing appear to stem from the level of duties and/or responsibilities of the position currently held.

b. Reduction in Salary Step - When it can clearly be shown that a monetary punishment other than a suspension is appropriate, the employee's salary step may be reduced by one step for, a maximum of thirteen (13) pay periods.

5. Termination - Termination is the final step of the progressive disciplinary process. Termination is used when other efforts to correct a disciplinary situation have failed or when the offense committed by the employee is a very serious nature as so to warrant immediate separation from employment.

(D) Records

Investigations of allegations, which do not result in a corrective or disciplinary action, shall not become part of the employee's personnel file or department file under any circumstances. Employees shall be entitled to the retraction of any document that is proven to be in error or was placed in the employee's personnel files without the employee receiving a copy of the document.

Employee's permanent personnel files are private and confidential and must not be reviewed or otherwise seen by any person other than an authorized employee of the Department of Human Resources, the City Manager or designee, the City Attorney or designee assigned to work on personnel matters, and/or the employee's current Department Director or designee without the prior approval of the employee.

(E) Disciplinary Meetings

Disciplinary Meetings shall be conducted during an employee's regular work hours or the employee shall be compensated in accordance with this agreement. An employee shall be given written notice twenty-four (24) hours prior to the beginning of any meeting called for disciplinary purposes with that employment, that the meeting could lead to a written reprimand or more serious disciplinary action. The employee shall be provided in writing with the name of the person conducting the meeting, the date, time, location and topic of the meeting. If the employee is not notified, or if the employee comes to reasonably believe that a meeting or interview might lead to disciplinary action against him/her, the employee shall be given an opportunity to request, and adequate time to secure, the presence of a representative at such meeting, inquiry or investigation.

(F) Purging Files and Records

1. The record of any disciplinary action resulting in a written reprimand shall be removed from an employee's personnel file after a period of eighteen (18) months has elapsed. Any subsequent disciplinary action of similar nature shall extend the period of retention of the original offense for twelve (12) months. Similar nature is defined as a disciplinary action in the same general area of discipline, such as performance, attendance, or rule violations.

2. Records of disciplinary actions resulting in a suspension of 40 hours or less, or an equivalent loss of pay, will be removed from an employee's personnel file after a period of twenty-four (24) months has elapsed. Any subsequent offense of a similar nature shall extend the period of retention of the original disciplinary action for eighteen (18) months.

3. Provided that the above conditions are met, an employee may submit a written request to the Director of Human Resources to have an action removed from his/her personnel file. Human Resources staff will review the employee's personnel file, contact the employee's department to verify the record, and notify the employee of the results of the request. Additionally, the director will notify the employee's supervisor to destroy such disciplinary action records. If disciplinary documents exist at the department level alone, those documents shall be returned to the employee for disposal.

4. These guidelines regarding the purging of records shall not apply in case of termination or resignation of the employee.

5. The City shall allow every employee the opportunity to review their own official employee personnel file and/or department file shall remain under the control of the Department of Human Resources.

6. If an employee, upon examining their employee personnel file, has reason to believe there are inaccuracies in the documents in the personnel file, the employees may write a memorandum to the Director of Human Resources explaining the alleged inaccuracy and ask that the documents be corrected. Continuous absences in excess of thirty (30) calendar days, other than vacation or sick leave, shall not be credited towards the time necessary to purge records.

7. Purging time limits identified above begin on the date of the employee interview when the employee is formally notified of the disciplinary action.

(G) Just Cause

Just Cause exists when an employee commits an act of substance relating to the character or fitness of the employee to perform official duties that is contrary to sound public practices or acceptable work performance. The following, although not all inclusive, shall constitute just cause:

1. Conviction of an offense which is punishable as a felony or gross misdemeanor in the State of Nevada, conviction of an offense in any place other than the State of Nevada, which offense if committed in the State of Nevada, would be punishable as a felony or gross misdemeanor, or conviction of any offense which involves moral turpitude;

2. Knowing violation of City or Department Rules and Regulations that do not conflict with the terms of this Agreement and have been properly approved by the City Manager or Deputy City Manager and have been punishable in writing and circulated;

3. Solicitation of the public for money, goods or services which has not been approved in accordance with established departmental procedures;

4. Acceptance of any substantial reward, gift or other form of remuneration, in addition to regular compensation for City related duties;

5. Repeated incompetency, repeated inefficiency, repeated carelessness, abuse of sick leave, neglect of duties, unexplained and unapproved absence from duty, excessive absenteeism or tardiness, misuse of theft of City property, continuing or life threatening safety violations, on the job alcohol, or other drug abuse, malfeasance, misconduct in office, conduct unbecoming an employee, or insubordination;

6. Physically striking or threatening a supervisory, managerial, or other employee;

7. Striking in violation of this Agreement, or of NRS 288;

The above grounds are not deemed all inclusive, but merely descriptive.

ARTICLE 26 - GRIEVANCE PROCEDURES

Section 1. General

The purpose of the Grievance Procedure shall be to settle all grievances between the City and the employees of the Bargaining Unit as quickly as possible to insure efficiency and promote employee morale. Should any employee or group of employees feel aggrieved, including the claim of unjust discrimination or any matter or condition affecting health and safety which may be a violation of federal or state law, including occupational Safety and Health Act, 29 U.S.C. Sec. 651-78, Nevada Occupational Safety and Health Act, NRS 618.005 et seq. NRS Chapter 288 and/or may be considered subjects of mandatory collective bargaining, NRS 288.150(2)(m), adjustment may be sought.

The enforcement and establishment of Civil Service Rules promulgated by the Civil Service Board are expressly excluded from consideration as a grievance. Whenever Civil Service rules are contrary to the terms of this Agreement, they shall have no force or effect on the employees covered by this Agreement. Civil Service rules will apply in circumstances where the Agreement is silent. Alleged violations of Civil Service rules, which are not covered by the terms of this Agreement, may only be appealable through the Civil Service Rules. Violations of Federal and State statutory provisions and the enforcement thereof except as referred to in this section are not subject to the grievance procedure hereinafter set forth. Nothing in this paragraph shall be interpreted as prohibiting an employee or the Association from aggrieving an action or conduct which may violate or be in conflict with any federal or state law to the extent the grievance claims or alleges such action or conduct constitutes a violation of this contract or department rules or regulations. No employee shall be deemed to have waived or forfeited any rights, including the right to a jury trial under any applicable federal or state law, by virtue of filing a grievance or requesting arbitration of any dispute within the scope of this Article.

The Association recognizes its responsibility as bargaining agent and agrees to fairly represent all employees in the bargaining unit. The City recognizes the right of the Association to charge non-members of the bargaining unit a reasonable service fee for representation in grievance hearings and appeals.

The parties agree that employees must successfully complete an initial probationary period. Prior to the successful completion of an initial probationary period, the City has the right to discipline or discharge an employee at any time, so long as the action is consistent with applicable state and federal law and the terms of this Agreement. The parties further agree that after a finding of fact, an employee shall have an informal meeting with the Department Director prior to a non-confirmation of appointment.

Section 2. Informal Procedure

Prior to submitting a written grievance, nothing herein shall preclude any employee from discussing his/her grievance with the immediate supervisor up to and including the Chief or his/her designee and an Association Representative for informal adjustment. If the problem cannot be resolved informally, as set forth in this section, the employee may proceed to Section 3.

Section 3. Grievance Procedure

(A) Any dispute concerning interpretation or application of an expressed provision of this Agreement, departmental rules and regulations that violate a provision of this agreement or are applied in an unfair or inconsistent manner or a dispute regarding a disciplinary action taken against an employee shall be subjected to this grievance procedure.

(1) It is agreed that the City has a right to discipline or discharge employees for just cause. Disciplinary actions, except oral reprimands, shall be subject to the Grievance Procedure. Oral reprimand is defined as a verbal warning, which is not placed within the employee's personnel file. The City shall have just cause for any disciplinary action.

(2) No regular employee shall be discharged except for just cause defined in Article 25, Section 6, which shall be subject to the Grievance Procedure. It is understood by and between the parties that this section does not affect the City's right to eliminate positions because of layoffs or reduction of force in good faith.

All non-disciplinary grievances must be filed in writing, with the Chief or designee, within thirty (30) calendar days after the matter in dispute/disagreement is alleged to have occurred or thirty (30) days from the time the employee had reason to know the circumstances giving rise to the grievance.

Disciplinary appeals must be filed with the Chief or designee, within fourteen calendar (14) days from the date of issuance. A grievant/appellant may have up to two (2) representatives of his/her choice at any or all steps of the grievance process. Written reprimands may only be appealed through Step 3 of the procedure and are not subject to arbitration.

The Association, upon receiving a written and signed request, shall determine if a grievance exists. If, in their opinion, no grievance exists, the Association may take no further action. Nothing stated herein shall prohibit an employee from proceeding on his/her own behalf in filing and processing a grievance and the City shall recognize the individual employee's rights to file a grievance and proceed through the grievance process, including arbitration as "the grievant".

STEP 1: The Association (or the employee in any case) shall present a signed written grievance to the grievant's supervisor and a Lieutenant outside of the grievant's chain of command. The Lieutenant shall within 14 calendar days of the filing of the grievance, meet with the grievant and discuss the issue. The Lieutenant shall respond in writing to the grievance within seven (7) calendar days of the meeting with the grievant. The decision of the Lieutenant outside the grievant's chain of command is not subject to reversal by anyone in the grievant's chain of command, including the Chief unless the grievant or the Association proceeds to Step Two under this Article.

STEP 2: In the event the grievant is not satisfied with the written response to Step One of the grievance, he/she may refer the grievance to Step Two of the grievance procedure by forwarding the grievance in writing, along with the response to Step One, to the Chief. This action must be taken no later than fourteen (14) calendar days after receipt of the written response to Step One. The Chief or designee along with a representative from Human Resources shall meet with the grievant no later than fourteen (14) calendar days after receipt of the grievance for the purposes of attempting to resolve this dispute. The Chief will have seven (7) calendar days from the date of the meeting to answer the grievance in writing. The Chief or his designee shall respond in writing.

STEP 3: In the event the grievant is not satisfied with the written response to Step Two of the grievance procedure, he/she may refer the grievance in writing and written responses to Steps One and Two to Step Three, to the Director of Human Resources within fourteen (14) calendar days of the written response to Step Two. The Director of Human Resources will forward the grievance to the City Manager, or designee, who shall respond to the grievance in writing, within twenty-one (21) calendar days of receipt of the grievance in an effort to resolve this dispute. The grievant may request a meeting with the City Manager or designee prior to a written response.

STEP 4: If a mutually satisfactory settlement cannot be reached between the City Manager or designee and the Association, the matter may be submitted to Arbitration by the Association or the grievant by serving the City's Director of Human Resources a Notice of Arbitration. This must be done within thirty (30) days of when the answer was due. The parties shall meet within fourteen (14) calendar days from the date the request for arbitration was received for the purpose of selecting an impartial arbitrator.

Section 4. Arbitration Procedures

Following Notice of Arbitration, the City and the Association or the employee's representative, shall agree upon a source for a list of seven (7) arbitrators. The lists shall either be a Federal Mediation and Conciliation Service (FMCS) or an American Arbitration Association (AAA) list.

To select an arbitrator from the panel, the parties may either mutually agree to one or shall alternatively strike one name each, with the Association striking first. The last remaining name shall become arbitrator. The arbitrator shall be notified of his selection

by a joint letter from the City and the Association requesting that he set a time and place, subject to availability of the City and the Association. Any dispute, claim or grievance submitted to the final and binding arbitration under the provisions in the Article shall be done under the voluntary Labor Arbitration Rules of the American Arbitration Association (AAA) and/or the Federal Mediation and Conciliation Service (FMCS).

Decisions of the arbitrators shall be final; however, the arbitrator shall have no power to add to, subtract from, or modify the terms of the this agreement and department Rules and Regulations, except to the degree when rules conflict with this Agreement; and shall make his decision within thirty (30) calendar days from conclusion of the hearing or as agreed upon by the parties. The arbitrator shall not hear or decide more than one grievance without the mutual consent of the City and the Association. The arbitrator shall be without power to make decisions contrary to or inconsistent with or modifying or varying applicable laws or rules of law and any ruling by the Arbitrator as a question of law may be reviewed by a court of law de novo.

Section 5. Awards

The arbitrator's award will be final and binding on the Association and it's members, the employee or employees involved, and the City to the extent of the Arbitrator's authority provided herein. All fees charged by the AAA or FMCS and the arbitrator's fees and costs and any costs of transcription of the record shall be shared equally 50% by the Association or grievant and 50% by the City.

Section 6. Time Limits

In computing any period of time described or allowed in this procedure, the day of the act, event, or default from which designated period of time begins to run shall not be included. The last day of the period so computed shall be included, unless it is a Saturday, Sunday or holiday, in which event the period runs until the end of the next day which is not a Saturday, Sunday or a holiday.

Section 7. Grievance Resolution

A copy of all written decisions or resolutions will be forwarded to the Association.

(A) Reduction in Discipline - If the decision is to reduce the discipline, then the originating supervisor who meted out the discipline shall be directed to correct the disciplinary record in any files maintained for the grievant and specifically any file maintained with Human Resources.

(B) Exoneration of Discipline - If the discipline is reversed in the favor of the employee, all files including the Human Resource personnel file and the employee's department file will be purged of all references to the discipline. Additionally, the Internal Investigations file will be modified to show the findings.

ARTICLE 27- SAFETY AND HEALTH

Section 1. General

- A. The City and the Association agree that all work shall be preformed in compliance with all federal, state and local laws and policies.
- B. Except in the case of an emergency, the City shall discuss through the Labor-Management meeting all new or proposed changes to policies, practices and posts that effect the safety of the employees prior to the proposed implementation of the policy. The Association may submit to the Chief written comments within thirty (30) days of the labor management meeting during which the matter was discussed.
- C. It will never be the intent of the City to establish a policy that adversely affects the safety of the employees. If there is a policy that may adversely effect the safety of the employees, the City will first discuss the proposed policy with the Association before implementing the policy.

Section 2. Report of Injury

- A. At times, supervisors of all employees must complete the appropriate "Report of Injury" form within 24 hours of being notified that a work-related accident has resulted in physical injury to an employee with a copy of the completed Report of Injury form.
- B. Any injury suffered by an employee not witnessed by his/her supervisor, shall be reported in writing by the employee to his/her supervisor in accordance with N.R.S.; or if prohibited by serious injury, then as soon as conditions permit.

It is the intent of this provision to ensure that staff injuries are reported on a timely basis.

Section 3. Safety Coordinator

The Department Head shall appoint a Safety Coordinator who shall represent the Department Head. The appointed Safety Coordinator shall be responsible for duties as defined in Post Orders, City policy, department work rules and any applicable regulations.

Section 4. Safety Committee

Safety Committee members who shall be no less than four in number, shall be appointed from members of the labor/management committee. Safety Committee members shall be allowed to attend committee meetings while on duty jointly with management. A committee member may be allowed to attend any inspection of or safety or health problems in the Department. The Safety Coordinator shall be required to notify the Department Head of all recommendations of the Safety Committee. The

Chief will respond in writing to the Safety Committee as to the appropriate action to be taken.

The Safety Committee may recommend rules and procedures for the promotion of health and safety of department employees, for making periodic inspections of the department, and for making recommendations for the corrections of unsafe equipment and procedures. When appropriate, recommendations may include a target date for abatement of hazardous conditions or procedures. The primary goal is to rectify all safety issues with action. The Safety Committee shall keep a summary of all committee meetings and preparation of a written report for review by an employee. The Safety Coordinator and the Safety Committee shall participate in the development of proposed policies relating to prevention and control of communicable diseases and present the proposed rules to the Chief for approval.

Section 5. Staffing

The Department agrees to begin the process of filling approved vacancies in an expeditious and timely manner in accordance with City Policy. Only those vacancies recommended by the Department and approved by the City Manager are included in this Section. If the Association has reason to believe that the Department has failed to request that a vacancy is filled, the Association may meet with the Department Director to discuss the matter. If the Association is still not satisfied with the Director's response, the Association may request a meeting with the City Manager. The Decision of the City Manager shall be final. Neither the City nor the Association by virtue of Section 5 of this Article waives any rights under NRS 288.150.

ARTICLE 28 - SAVING CLAUSE

(A) If any provision of this Agreement is subsequently declared by legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement, and the parties shall meet as soon as possible to agree on a substitute provision. However, if the parties are unable to agree within a reasonable time the matter shall be submitted to Arbitration.

ARTICLE 29 - DURATION

This Agreement shall become effective June 23, 2002 and continue in full force and effect through June 24, 2007. However, if the parties hereto do not arrive at a new agreement before June 24, 2007 the provisions of this agreement shall remain in effect until the parties execute a new agreement.

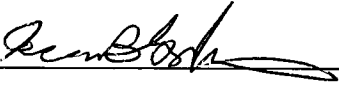
Upon ratification of this contract by the City council, all agreements shall be retroactive to the beginning of the pay period that includes June 23, 2002 unless otherwise specified in the contract. All monetary compensation paid to each Peace Officer for retroactive pay will be itemized on a worksheet attached to the check. A form worksheet is attached as an attachment.

DATE November 16, 2004

CITY OF LAS VEGAS

LAS VEGAS PEACE OFFICERS

ASSOCIATION, INC.

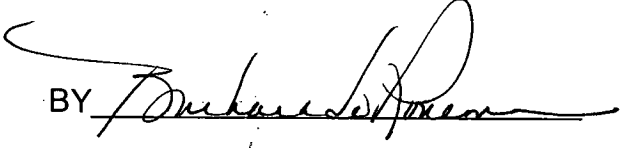
BY 

Mayor Oscar B. Goodman

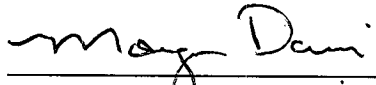
BY 

Randy Herdzina, President

Attest:

BY 

City Clerk Barbara Jo Ronemus

Approved as to Form 
CITY CLERK DEPUTY CITY ATTORNEY

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 20, 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:	\$68,167,430.44
☒	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 09/16/04 - 09/30/04

Total Services and Materials Checks	\$ 17,025,663.24
Total Payroll Checks	\$ 5,749,145.68
Total Wire Transfers	\$ 45,392,621.52

MOTION:

REESE - APPROVED Items 3-5 and 7-44 as recommended - UNANIMOUS

Item 6: APPROVED under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:24 - 9:26)

1-661

City of Las Vegas

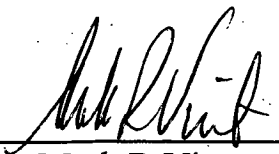
Summary of Cash Expenditures

For period of 09/16/04 - 09/30/04

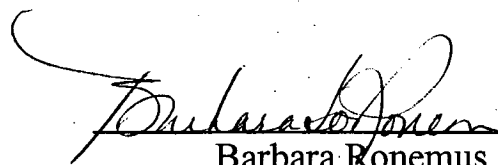
Total Services & Materials Checks :	\$17,025,663.24
Total Payroll Checks:	\$5,749,145.68
Total Wire Transfers:	\$45,392,621.52

Grand Total:	\$68,167,430.44

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.

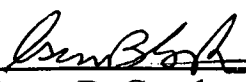


Mark R Vincent
Director of Finance



Barbara Ronemus
City Clerk

On October 20, 2004, the City Council approved the above cash expenditures.



Oscar B. Goodman
Mayor

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 20, 2004

DEPARTMENT: FINANCE & BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval to transfer (reallocate) \$145,000 of Detention and Enforcement (D&E) Internal Affairs Division (IAD) Modular capital project funding and \$157,000 of D&E Unit 2 Yard Enclosure capital project funding to the D&E Culinary Upgrades capital project located at Stewart Avenue and Mojave Road in order to support the most recent Public Work's estimate and allow for bidding of the contract - Ward 3 (Reese)

Fiscal Impact:

☐ No Impact	Amount:	\$302,000.00
☒ Budget Funds Available	Dept./Division:	Detention and Enforcement
☐ Augmentation Required	Funding Source:	D&E Capital Projects Fund

PURPOSE/BACKGROUND:

The most recent Public Works estimate on the Detention Culinary Upgrade indicates a cost of \$2,205,000, including a 7 percent contingency. The Culinary project only has about \$1,928,000 in available funding, and therefore needs approximately \$277,000 in additional funding. By deferring the IAD Modular and Yard Enclosure projects, \$302,000 will be made available to allow this higher priority project to go to bid.

RECOMMENDATION:

That the City Council approve the reallocation of funds within the D&E Capital Project Fund.

BACKUP DOCUMENTATION:

None

MOTION:

REESE - APPROVED Items 3-5 and 7-44 as recommended - UNANIMOUS

Item 6: APPROVED under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:24 - 9:26)

1-661

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 20, 2004

DEPARTMENT: FINANCE & BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of a Special Event License for Caribbean Fun Stop, Location: Caribbean Fun Stop, 1122 Fremont Street, Dates: October 22-24, 2004, Type: Special Event Beer/Wine/Cooler, Event: Birthday Party, Responsible Persons in Charge: Deanford Innis and Patsy Thomas - Ward 5 (Weekly)

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:

WEEKLY - APPROVED authorizing the Manager of Business Services to limit the hours of operation - **UNANIMOUS**

MINUTES:

The applicants were present.

Under Item 3, COUNCILMAN WEEKLY requested this matter be pulled for discussion.

JIM DiFIORE, Manager, Business Services, explained that this matter was inadvertently placed on the Consent Agenda and should have been placed for discussion because it involves an application for a three-day birthday party starting on 10/22/2004 from 6:00 p.m. to 3:00 a.m. Earlier during the year a concern was reported to him from officers of the Downtown Area Command about frequent parties occurring at this location. On 2/6/2004 he and detectives from the Las Vegas Metropolitan Police Department (Metro) visited the premises and found about three cases of beer and several bottles of opened and unopened hard liquor. There was also a concern that food items were being served without a health permit. At that time MS. THOMAS was present. MR. INNIS was issued a citation for the consumption of alcohol on the premises without an alcoholic beverage license and no health permit. MS. THOMAS was subsequently issued a citation for not having a business license. The citation for the consumption of alcohol on the premises without an alcoholic beverage license was dismissed on negotiations and MR. INNIS pled "nolo" to not possessing a health permit. MS. THOMAS' citation is pending before the court. Due to the fact that these events occurred and the application is for a three-day birthday party, which he finds hard to believe such a lengthy celebration would take place, MR. DiFIORE recommended denial of the special event license.

MR. INNIS said that his business was previously located on Las Vegas Boulevard, but he was forced to relocate when the building was sold. He made application for his business at 1122 Fremont Street and

CITY COUNCIL MEETING OF: OCTOBER 20, 2004

MINUTES - Continued:

complied with all the requirements. Regarding the health permit, he explained that he made application for one at the Health District, but he was informed that he did not need one. He was then issued his license, which he has had for four years and has never had a problem. At the time MR. DiFIORE and the detectives went to the business, MS. THOMAS was the only one there, and she was given a business card to give to him so that he could call one of the detectives. When he received the card two days later, instead of calling, he visited the office on Bermuda. MR. DiFIORE and a detective escorted him into a room, where MR. DiFIORE confirmed with him that he was the owner of the Caribbean Fun Stop and informed him that he would do whatever in his power to shut the business down because it was a nuisance. Then the detective walked in and gave him three citations; for serving alcohol, for not having a health permit, and for having a pool table. He did not know that he needed a special license for a coin-operated pool table. He complained that was being given citations for permits he was told he does not need. MR. DiFIORE asserted that he is not a threatening-type person and refuted the comments of MR. INNIS regarding the meeting with Metro.

MAYOR GOODMAN questioned the reason for such a lengthy birthday party. MR. INNIS answered that the party is for five people born within the 10/22-24 period, so there will be five different parties. Liquor will be served, and that is why he applied for the special event license.

COUNCILMAN WEEKLY expressed his support for the special event license and asked MR. DiFIORE if he would like to recommend any special conditions. MR. DiFIORE deferred to SERGEANT ERIC FRICKER, Downtown Area Command, to express his concerns. SERGEANT FRICKER indicated that the business owner never conformed to anything, despite the numerous visits to the location and various citations. MR. INNIS does not know and is unable to comply with the liquor laws. He did not feel that MR. INNIS could control the property. Given the number of hours requested, SERGEANT FRICKER suggested MR. INNIS be required to hire Special Events personnel to help him control the party crowd. He opined that MR. INNIS does not understand exactly what Metro and Business Services is asking of him in order to be in compliance.

COUNCILMAN WEEKLY verified with MR. INNIS that there is no alcohol on the premises when minors are present, and then asked him if he is willing to work with Special Events to make sure that this event is run safely. MR. INNIS said that he would do whatever he needs to do to have the party and make sure it is safe, because he has a family too and a life to live. COUNCILMAN WEEKLY then instructed MR. DiFIORE to work with MR. INNIS and to limit the hours if necessary.

MAYOR GOODMAN advised MR. INNIS to work with City staff and the authorities so that his business can succeed.

(9:26 - 9:41)

1-1252

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 20, 2004

DEPARTMENT: FINANCE & BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of Change of Ownership, Location and Business Name for a Tavern License subject to the provisions of the fire codes and Health Dept. regulations, From: Darnic, Inc., dba Tongue N Groove, 713 East Ogden Avenue (Non-operational), Teri G. Galardi, Dir, Pres, Secy, Treas, 100%, To: JCK Ventures, LLC, dba Heights, 465 South Decatur Boulevard, Lorri A. Campbell, Mgr, The JCK Family Trust, Mmbr, 95%, Lorri A. Campbell, Trustee, Candace L. Campbell, Mmbr, 5% - Ward 1 (Moncrief)

Fiscal Impact:

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

PURPOSE/BACKGROUND:

Approval of Change of Ownership, Location and Business Name for a Tavern License

RECOMMENDATION:

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

BACKUP DOCUMENTATION:

Map

MOTION:

REESE - APPROVED Items 3-5 and 7-44 as recommended - UNANIMOUS

Item 6: APPROVED under separate action (see individual item)

MINUTES:

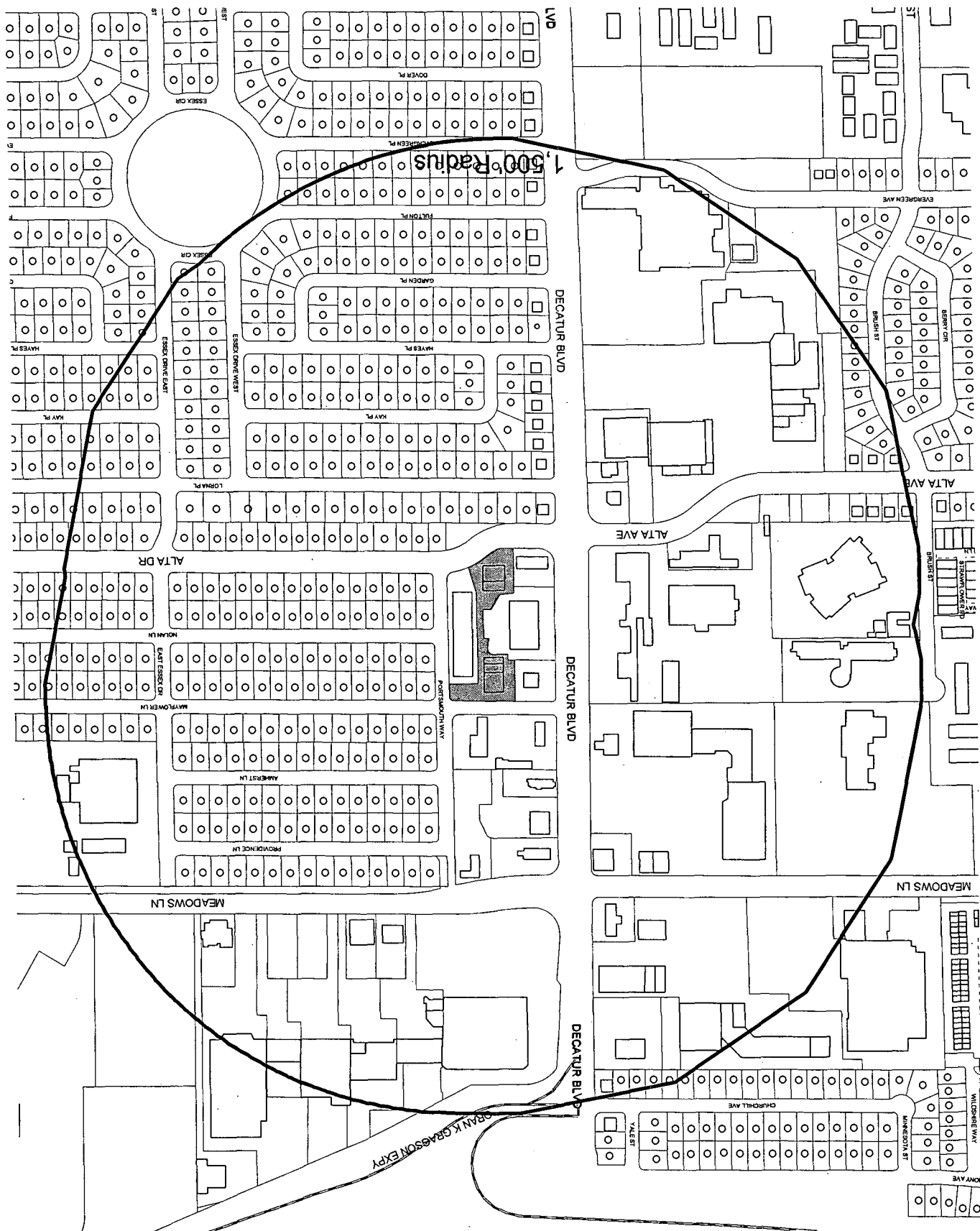
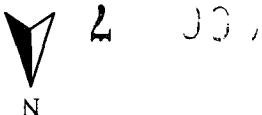
There was no related discussion.

(9:24 - 9:26)

1-661

HEIGHTS

0 200 400 Feet



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 20, 2004

DEPARTMENT: FINANCE & BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of Change of Ownership, Location and Business Name for a Tavern License and a new Restricted Gaming License for 15 slots subject to the provisions of the fire and planning codes and Health Dept. regulations, From: Westronics, Inc., dba Honest John's "I'm Back!" Casino, Bar & Restaurant, 2430 Las Vegas Boulevard South (Non-operational), Claudia D. Wichinsky, Dir, Pres, Treas, 50%, Glenn E. Wichinsky, Dir, Secy, 50%, To: Nelson M. Maldonado, dba Bar Vertigo, 2025 East Charleston Boulevard, Nelson M. Maldonado, 100%, Mark M. Mintz, Lender - Ward 3 (Reese)

Fiscal Impact:

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

PURPOSE/BACKGROUND:

Approval of Change of Ownership, Location and Business Name for a Tavern License and a new Restricted Gaming License for 15 slots

RECOMMENDATION:

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

BACKUP DOCUMENTATION:

Map

MOTION:

REESE - APPROVED Items 3-5 and 7-44 as recommended - UNANIMOUS

Item 6: APPROVED under separate action (see individual item)

NOTE: Under Item 3, COUNCILMAN MACK disclosed that the location involved in Item No. 8 is near a SuperPawn shop owned by his brother, Steven Mack. Item Nos. 15, 43, and 44 involve sites close to the Lady Luck Casino, with which his brother-in-law, Andrew Donner, has a contract related to its non-restricted gaming license, and the Third Street Promenade, in which his brother-in-law is a managing partner. COUNCILMAN MACK felt comfortable in voting on the aforementioned items, since he did not believe his relatives' interests would be impacted and since neither of them had mentioned these matters to him.

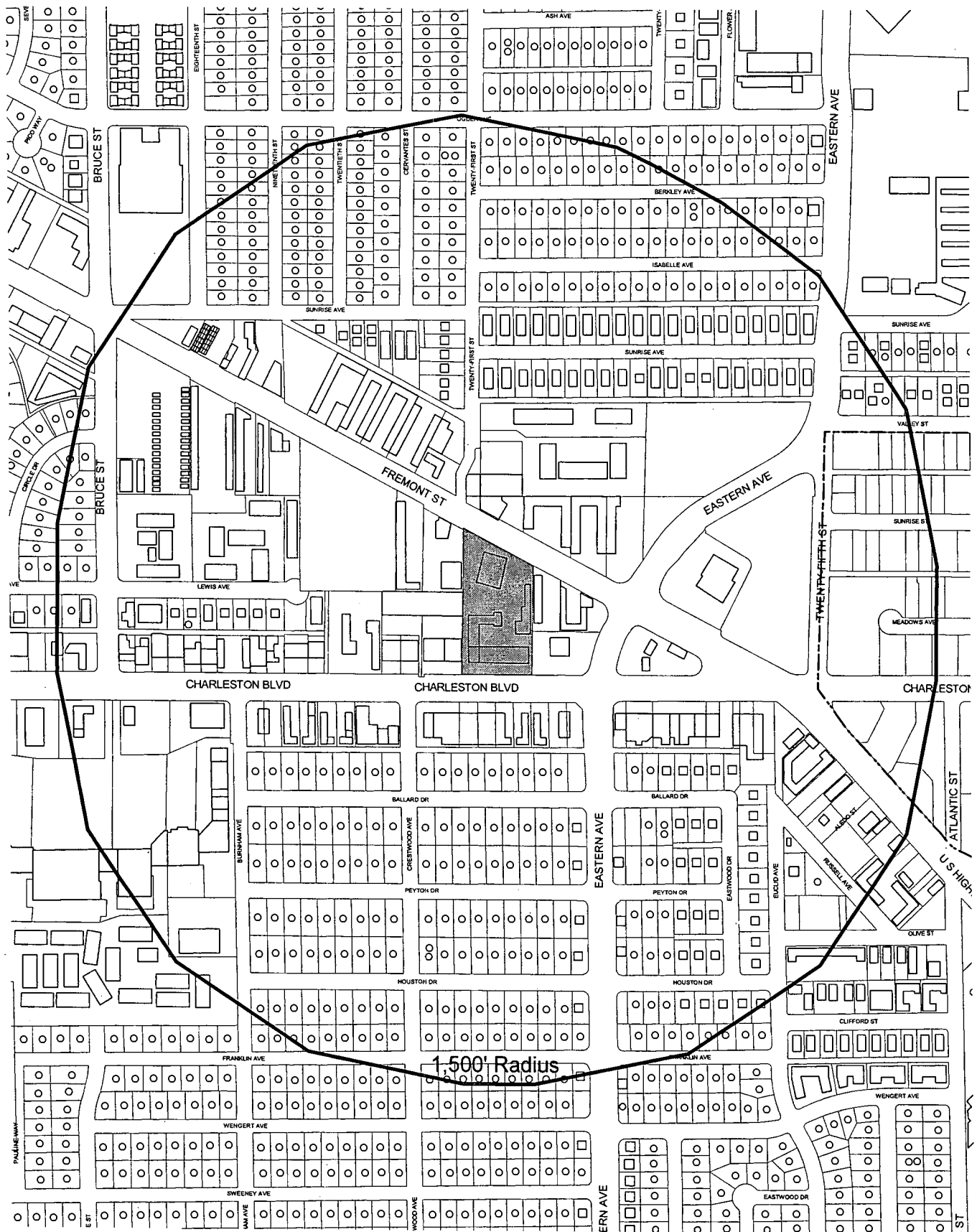
MINUTES:

There was no related discussion.

(9:24 - 9:26)

1-661

BAR VERTIGO



0 200 400 Feet



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 20, 2004

DEPARTMENT: FINANCE & BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of a new Restricted Gaming License for 5 slots subject to confirmation of approval by the Nevada Gaming Commission, Costello Marketing, LLC, dba Wash N' Save Laundromat, 235 North Eastern Avenue, Suite 124, Michael J. Costello, Mgr, Mmbr, 50%, Gail A. Costello, Mmbr, 50%, Margaret R. Symons, Key Employee - Ward 3 (Reese)

Fiscal Impact:

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

PURPOSE/BACKGROUND:

Approval of a new Restricted Gaming License for 5 slots

RECOMMENDATION:

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

BACKUP DOCUMENTATION:

1. Letter from Mike Costello
2. Map

MOTION:

REESE - APPROVED Items 3-5 and 7-44 as recommended - UNANIMOUS

Item 6: APPROVED under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:24 - 9:26)

1-661

Costello Marketing LLC

74 Larkstone Court
Danville, CA 94526

DBA Wash 'N Save Laundromat

235 N. Eastern Avenue, Ste. 124
Las Vegas, NV 89101
Telephone (702) 382-2241

Cell: (925) 200-6529
Telephone: (925) 838-0817
Fax: (925) 838-8711

74 Larkstone Court
Danville, CA 94526
August 31, 2004

Debbie Outland
Dept. of Finance & Business Services
City of Las Vegas

Dear Debbie,

OCTOBER MC

As we discussed earlier today, I am requesting to be placed on the Las Vegas City Council agenda for ~~September~~ ^{October} 20, 2004, for the approval of a gaming business license for Costello Marketing, L.L.C., dba Wash 'n Save Laundromat, assuming the application is approved by the Gaming Commission Board. As I informed you, I have discussed this with Barbara Hunter of Las Vegas Gaming Control. She told me that she is recommending us for gaming license approval. She also said that the Gaming Control meeting is to be held October 1, 2004 and the Commission meeting is to be held October 21, 2004.

Our application has already been approved by the Las Metropolitan Police. See attached letter.

If you have questions, please contact me at 925.200.6529 or fax 925.838.8711.

I am looking forward do hearing from you soon.

Sincerely,

Mike Costello

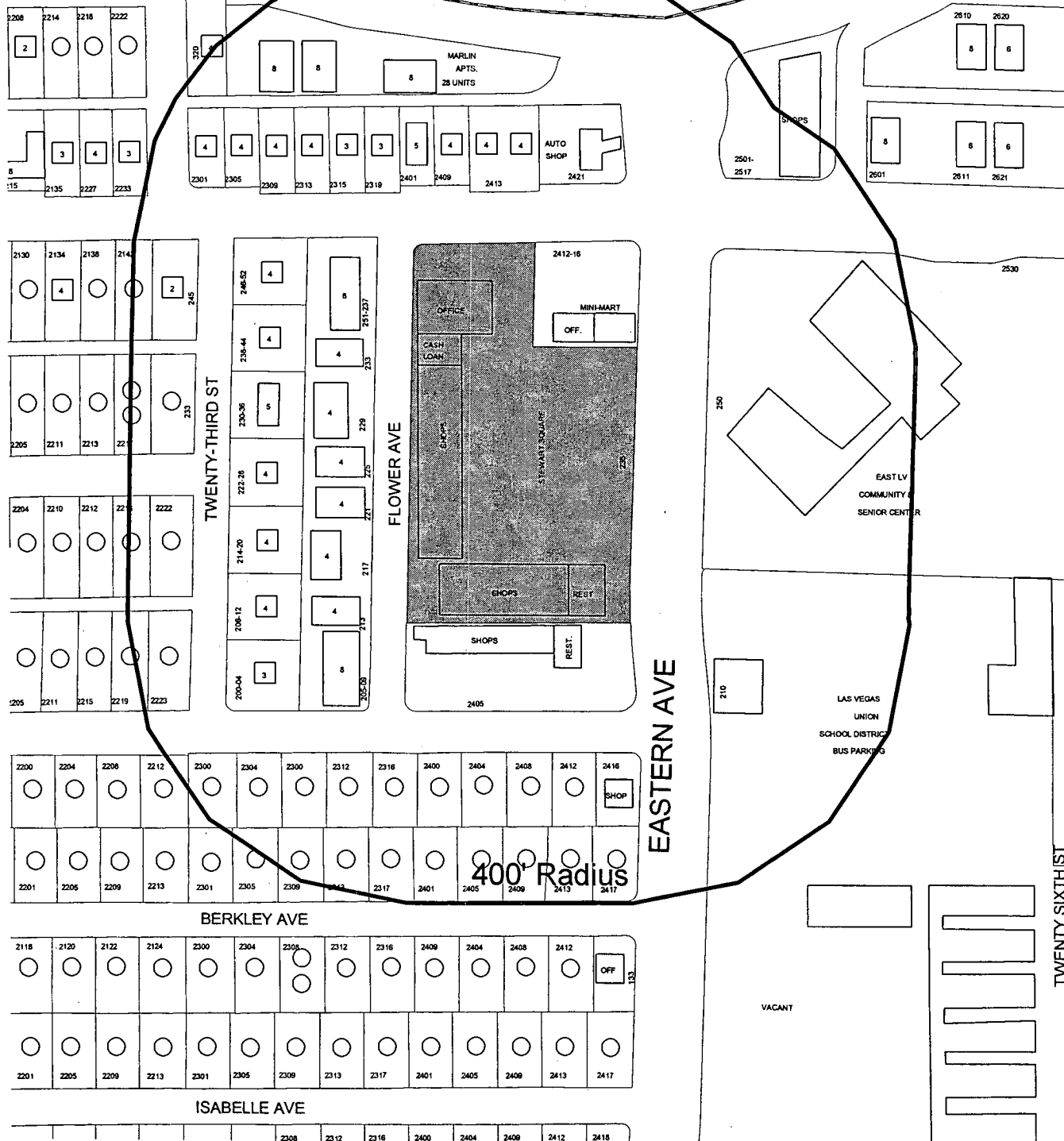
Mike Costello

AS

IN

TWENTY-THIRD ST

15



0 100 200 Feet



N



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 20, 2004

DEPARTMENT: FINANCE & BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of Change of Location for a Locksmith License, Charlie's Lock & Key, LLC, dba Charlie's Lock & Key, LLC, From: 232 North Jones Boulevard, 186, To: 29 North 28th Street, 5B, Susan M. Moses, Mgr, 51%, Charles M. Moses, Mgr, 49% - Ward 3 (Reese)

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 3-5 and 7-44 as recommended - UNANIMOUS

Item 6: APPROVED under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:24 - 9:26)

1-661

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 20, 2004

DEPARTMENT: FINANCE & BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of Change of Ownership and Business Name for a Class III-B Secondhand Dealer License, From: Progressive Pallets, Inc., dba Progressive Pallets, Inc., James E. Crow, Dir, Pres, 100%, To: Image Pallets, LLC, dba Progressive Pallets, 1080 South Commerce Street, Image Investments, Inc., Mgr, Mmbr, 80%, Robert E. Pippen, Dir, Pres, 100%, Progressive Pallets, Inc., Mgr, Mmbr, 20%, James E. Crow, Dir, Pres, 100% - Ward 1 (Moncrief)

Fiscal Impact:

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

PURPOSE/BACKGROUND:

Approval of Change of Ownership and Business Name for a Class III-B Secondhand Dealer License

RECOMMENDATION:

Recommend approval

BACKUP DOCUMENTATION:

None

MOTION:

REESE - APPROVED Items 3-5 and 7-44 as recommended - UNANIMOUS

Item 6: APPROVED under separate action (see individual item)

MINUTES:

There was no related discussion.
(9:24 - 9:26)
1-661

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 20, 2004

DEPARTMENT: FINANCE & BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of award of Bid No. 05.1730.07-LED, Traffic Improvements Package #5 - Federal Project No. STP-0159(009) and approve the construction conflicts and contingency reserve set by Finance and Business Services - Department of Public Works - Award recommended to: WELLS CARGO, INC. (\$2,479,353.60 - Road and Flood Capital Project Fund) - Wards 2, 4 and 6 (Wolfson, Brown and Mack)

Fiscal Impact:

☐	No Impact	Amount:	\$2,479,353.60
☒	Budget Funds Available	Dept./Division:	Public Works
☐	Augmentation Required	Funding Source:	Road and Flood CPF

PURPOSE/BACKGROUND:

This project includes improvements to four intersections: Charleston Blvd. and Fort Apache Road/Rampart Blvd; Alta Drive and Rampart Blvd; Cheyenne Avenue and Tenaya Way; and Cheyenne Avenue and Decatur Blvd. Work consist of constructing dual left turn and exclusive right turn lanes as indicated on the plans, traffic signal relocation, including new foundations, poles, mast arm, installing cabinets and various other roadway improvements at the four intersections.

PCC: L. E. Davis

POC: Guy Wells - (702) 876-0659

RECOMMENDATION:

That the City Council approve the award of Bid No. 05.1730.07-LED, Traffic Improvements to Wells Cargo, Inc. in the amount of \$2,479,353.60 and approve a construction conflicts and contingency reserve of \$247,935. Authority to execute the Contract is given to the Purchasing Manager per R-88-2004.

BACKUP DOCUMENTATION:

None

MOTION:

REESE - APPROVED Items 3-5 and 7-44 as recommended - UNANIMOUS

Item 6: APPROVED under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:24 - 9:26)

1-661

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 20, 2004

DEPARTMENT: FINANCE & BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of authorization to use Clark County Bid Number 5619-04 for Scott Eagle Imaging 160 Thermal Imaging Cameras - Department of Fire and Rescue - Awarded to: FIRST IN, INC. (\$98,978 - Multipurpose Special Revenue Fund)

Fiscal Impact:

☐ No Impact	Amount:	\$98,978.00
☒ Budget Funds Available	Dept./Division:	Fire and Rescue
☐ Augmentation Required	Funding Source:	Multipurpose SRF

PURPOSE/BACKGROUND:

This agreement will allow the City of Las Vegas to use Clark County Bid Number 5619-04 for the purchase of 11 Scott Eagle Imaging 160 Thermal Imaging Cameras to be used by fire rescue personnel to rescue victims in smoke filled environments. This purchase is reimbursed 100% by a FY04 Urban Area Security Initiative (UASI) Grant. This purchase is exempt from the competitive bidding process pursuant to NRS 332.195, joinder or mutual use of contracts by local governments.

PCC: K. Falline

POC: Kimberly Cotter - (800) 352-4266

RECOMMENDATION:

That City Council approve the use of Clark County Bid Number 5619-04 for Scott Eagle Imaging 160 Thermal Imaging Cameras to First In, Inc in the amount of \$98,978. Authority to execute agreement is given to Purchasing Manager per 88-2004.

BACKUP DOCUMENTATION:

None

MOTION:

REESE - APPROVED Items 3-5 and 7-44 as recommended - UNANIMOUS

Item 6: APPROVED under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:24 - 9:26)

1-661

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 20, 2004

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

Approval of issuance of purchase orders for the purchase of specialty printing paper stock for the City's Graphic Arts Division to satisfy the City's printing requirements - Department of Information Technologies, Graphic Arts - Award recommended to: VARIOUS SUPPLIERS (Estimated annual aggregate amount of \$90,000 - Graphic Arts Internal Service Fund)

Fiscal Impact:

☐ No Impact	Amount:	\$90,000.00
☒ Budget Funds Available	Dept./Division:	Information Technologies
☐ Augmentation Required	Funding Source:	Graphic Arts ISF

PURPOSE/BACKGROUND:

This request provides for annual requirements contracts for specialty printing paper stock to satisfy the City's printing requirements to the following suppliers for the period from date of award through September 30, 2005, with four (4) one-year options to renew.

PCC: G. Leaf

POC: Spicers Paper, Inc., Chuck Johnson - (702) 736-4441

POC: Unisource, Christopher Buckels - (702) 896-4500

POC: ARC Paper, LLC, Tyrone Tomak - (702) 399-3803

POC: Coast to Coast Label, Dana Anastasia - (800) 631-6501

RECOMMENDATION:

That the City Council approve the award of purchase orders for annual requirements contracts for specialty printing paper to suppliers listed from date of award through September 30, 2005 with four (4) one-year options to renew in the estimated annual aggregate amount of \$90,000.

BACKUP DOCUMENTATION:

None

MOTION:**REESE - APPROVED Items 3-5 and 7-44 as recommended - UNANIMOUS****Item 6: APPROVED under separate action (see individual item)****MINUTES:**

There was no related discussion.

(9:24 - 9:26)

1-661

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 20, 2004

DEPARTMENT: FINANCE & BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of award of Contract No. 050108, Historic Preservation Consulting Services for the Post Office at 301 Stewart Ave. - Public Works - Award recommended to: CHATTEL ARCHITECTURE, PLANNING & PRESERVATION, INC. (\$44,720 - Parks and Leisure Activities Capital Project Fund) - Ward 5 (Weekly)

Fiscal Impact:

☐	No Impact	Amount:	\$44,720.00
☒	Budget Funds Available	Dept./Division:	Public Works
☐	Augmentation Required	Funding Source:	Parks and Leisure Activities CPF

PURPOSE/BACKGROUND:

To provide historic preservation consulting services for the adaptive use of the Downtown Post Office and Courthouse as a cultural facility. This requirement is exempt from competitive bidding process pursuant to NRS 332.155.1(b), professional services.

PCC: D. Kaplan

POC: Robert Chattel - (818) 788-7954

RECOMMENDATION:

That the City Council approve award of Contract No. 050108 for historic preservation services to Chattel Architecture, Planning & Preservation, Inc. for the period of October 20, 2004 to December 30, 2004 for \$44,720. Authority to execute the Contract is given to the Purchasing Manager per R-88-2004.

BACKUP DOCUMENTATION:

Certificate - Disclosure of Ownership/Principals

MOTION:

REESE - APPROVED Items 3-5 and 7-44 as recommended - UNANIMOUS

Item 6: APPROVED under separate action (see individual item)

NOTE: Under Item 3, COUNCILMAN MACK disclosed that the location involved in Item No. 8 is near a SuperPawn shop owned by his brother, Steven Mack. Item Nos. 15, 43, and 44 involve sites close to the Lady Luck Casino, with which his brother-in-law, Andrew Donner, has a contract related to its non-restricted gaming license, and the Third Street Promenade, in which his brother-in-law is a managing partner. COUNCILMAN MACK felt comfortable in voting on the aforementioned items, since he did not believe his relatives' interests would be impacted and since neither of them had mentioned these matters to him.

MINUTES:

There was no related discussion.

(9:24 - 9:26)

1-661

1. Definitions

"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; (e) trust – the trustee and beneficiaries.

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 2 Type of Business

☐ Individual ☐ Partnership ☐ Limited Liability Company ☒ Corporation ☐ Trust ☐ Other:

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.	Robert Jay Chatter,	13417 Ventura Blvd.	(818) 788-7954
	President, Secretary and Treasurer	Sherman Oaks, CA 91423-3938	
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: N/A

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

Robert Jay Chatter
Name

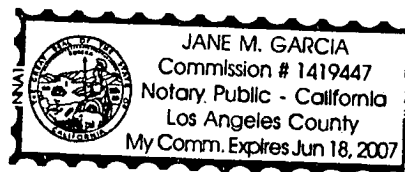
October 7, 2004

Date

Subscribed and sworn to before me this 7th day of

October, 2004

[Signature]
Notary Public



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 20, 2004

DEPARTMENT: FINANCE & BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of award of Macromedia Software End User License Agreement (including indemnification provision) - Department of Information Technologies - Award recommended to: MARKETWARE TECHNOLOGIES (\$1,068 - Computer Services Internal Service Fund)

Fiscal Impact:

☐ No Impact	Amount:	\$1,068.00
☒ Budget Funds Available	Dept./Division:	Information Technologies
☐ Augmentation Required	Funding Source:	Computer Services ISF

PURPOSE/BACKGROUND:

This approval is to allow the Purchasing and Contracts Manager to sign an agreement for the purchase of Macromedia help documentation creation software. The agreement includes limited indemnification provisions in Paragraph 2 (f)(3), (g)(IV), and (h)(IV), which require City Council approval.

PCC: L. Wheeler

POC: Jason Graves - (858) 847-7541

RECOMMENDATION:

That the City Council approve award of Macromedia Software End User License Agreement to Marketware Technologies, which includes indemnification provisions. Authority to execute the agreement is given to the Purchasing Manager.

BACKUP DOCUMENTATION:

End User License Agreement (CLV Contract No. 050014)

MOTION:

REESE - APPROVED Items 3-5 and 7-44 as recommended - UNANIMOUS

Item 6: APPROVED under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:24 - 9:26)

1-661

End User License Agreement

MACROMEDIA SOFTWARE END USER LICENSE AGREEMENT

ROBOHELP/ ROBOHELP FOR WORD / ROBOHELP FOR HTML HELP / ROBOINFO / ROBODEMO LICENSE TEXT

ATTENTION: YOU MAY NEED TO SCROLL DOWN TO THE END OF THIS EULA BEFORE YOU CAN AGREE TO THE EULA AND CONTINUE WITH THE SOFTWARE INSTALLATION.

IMPORTANT: THIS SOFTWARE END USER LICENSE AGREEMENT ("EULA") IS A LEGAL AGREEMENT BETWEEN YOU (EITHER AN INDIVIDUAL OR, IF PURCHASED OR OTHERWISE ACQUIRED BY OR FOR AN ENTITY, AN ENTITY) AND MACROMEDIA. READ IT CAREFULLY BEFORE COMPLETING THE INSTALLATION PROCESS AND USING THE SOFTWARE. IT PROVIDES A LICENSE TO USE THE SOFTWARE AND CONTAINS WARRANTY INFORMATION AND LIABILITY DISCLAIMERS. BY INSTALLING AND USING THE SOFTWARE, YOU ARE CONFIRMING YOUR ACCEPTANCE OF THE SOFTWARE AND AGREEING TO BECOME BOUND BY THE TERMS OF THIS EULA. IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS OF THIS EULA THEN MACROMEDIA IS UNWILLING TO GRANT YOU THIS LICENSE, YOU MUST NOT INSTALL OR USE THE SOFTWARE, AND (1) IF YOU RECEIVED THIS SOFTWARE ON CD-ROM, YOU MAY RETURN THE UNUSED SOFTWARE TO THE LOCATION WHERE YOU OBTAINED IT FOR A REFUND, IN ACCORDANCE WITH THE REFUND POLICY OF SUCH LOCATION; OR (2) IF YOU RECEIVED THIS SOFTWARE VIA DOWNLOAD FROM AN INTERNET WEB SITE, THEN YOU MUST DELETE ALL OF THE DOWNLOADED FILES AND YOU MAY OBTAIN A REFUND IN ACCORDANCE WITH THE REFUND POLICY OF SUCH INTERNET WEB SITE.

THIS EULA SHALL APPLY ONLY TO THE SOFTWARE SUPPLIED BY MACROMEDIA HEREWITH REGARDLESS OF WHETHER OTHER SOFTWARE IS REFERRED TO OR DESCRIBED HEREIN.

1. Definitions

(a) "Education Version" means a version of the Software, so identified, for use by students and faculty of educational institutions, only.

(b) "Not For Resale (NFR) Version" means a version, so identified, of the Software to be used to review and evaluate the Software, only.

(c) "Macromedia" means Macromedia, Inc., its subsidiary eHelp Corporation, and their licensors, if any.

(d) "Software" means only the Macromedia software program(s) and third party software programs, in each case, supplied by Macromedia herewith, and corresponding documentation, associated media, printed materials, and online or electronic documentation.

(e) "Trial Version" means a version of the Software, so identified, to be used only to review, demonstrate and evaluate the Software for a limited time period. The Trial Version may have limited features, may lack the ability for the end-user to save the end product, and will cease operating after a predetermined amount of time due to an internal mechanism within the Trial Version.

2. License Grants

The licenses granted in this Section 2 are subject to the terms and conditions set forth in this EULA:

(a) Subject to Section 2(b), you may install and use the Software on a single computer; OR install and store the Software on a storage device, such as a network server, used only to install the Software on your other computers over an internal network, provided you have a license for each separate computer on which the Software is installed and run. Except as otherwise provided in Section 2(b), a license for the Software may not be shared, installed or used concurrently on different computers.

(b) Portable or Home Computer Use for Software Requiring Mandatory Product Activation. For Software requiring Mandatory Production Activation, in addition to the single copy of the Software permitted in Section 2(a), the primary user of the computer on which the Software is installed may

make a second copy of the Software and install it on either a portable computer or a computer located at his or her home for his or her exclusive use, *provided that*:

(A) the second copy of the Software on the portable or home computer (i) is not used at the same time as the copy of the Software on the primary computer and (ii) is used by the primary user solely as allowed for such version or edition (such as for educational use only), (B) the second copy of the Software is not installed or used after the time such user is no longer the primary user of the primary computer on which the Software is installed, and (C) the Software was not licensed under a volume discount.

(c) In the event the Software is distributed along with other Macromedia software products as part of a suite of products (collectively, the "Studio"), the license of the Studio is licensed as a single product and none of the products in the Studio, including the Software, may be separated for installation or use on more than one computer.

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APPROVED AS TO FORM:

Thomas R. Green 10/6/04
Date

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 20, 2004

DEPARTMENT: FINANCE & BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of revision to purchase order 212965 for Rental of Multi-Functional Devices - Department of Information Technologies - Award to: IKON OFFICE SOLUTIONS (\$180,000 - Graphic Arts Internal Service Fund)

Fiscal Impact:

☐	No Impact	Amount:	\$180,000.00
☒	Budget Funds Available	Dept./Division:	Information Technologies
☐	Augmentation Required	Funding Source:	Graphic Arts ISF

PURPOSE/BACKGROUND:

On September 19, 2001, the City Council approved the award of a thirty-six month, City-wide contract for rental of multi-functional devices. The need for additional machines plus the funding needed to extend the contract through December 31, 2004, has increased the estimated amount by \$180,000.

PCC: C. White

POC: David Denny - (702) 798-3366

RECOMMENDATION:

That the City Council approve the issuance of a revision to purchase order 212965 for rental of multi-functional devices in the amount of \$180,000, for a revised estimated total contract amount of \$1,459,800 through December 31, 2004, to Ikon Office Solutions.

BACKUP DOCUMENTATION:

None

MOTION:

REESE - APPROVED Items 3-5 and 7-44 as recommended - UNANIMOUS

Item 6: APPROVED under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:24 - 9:26)

1-661

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 20, 2004

DEPARTMENT: FINANCE & BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of award of Bid No. 050104-TB, Annual Requirements Contract for Liquid Polymer - Department of Public Works - Award recommended to: CIBA SPECIALTY CHEMICALS CORPORATION (Estimated annual amount of \$1,000,000 - Sanitation Enterprise Fund)

Fiscal Impact:

☐ No Impact	Amount:	\$1,000,000.00
☒ Budget Funds Available	Dept./Division:	Public Works
☐ Augmentation Required	Funding Source:	Sanitation Enterprise Fund

PURPOSE/BACKGROUND:

This request is for an annual requirements contract to purchase bulk liquid polymer to be used by Public Works Environmental Division at the Water Pollution Control Facility.

PCC: T. Bowman

POC: F. Gary Day - (757) 538-5172

RECOMMENDATION:

That the City Council approve the award of Bid No. 050104-TB, Annual Requirements Contract for Liquid Polymer to Ciba Specialty Chemicals Corporation from date of award through October 31, 2005 with four (4) one-year options to renew in the estimated annual amount of \$1,000,000.

BACKUP DOCUMENTATION:

None

MOTION:

REESE - APPROVED Items 3-5 and 7-44 as recommended - UNANIMOUS

Item 6: APPROVED under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:24 - 9:26)

1-661

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 20, 2004

DEPARTMENT: FIRE & RESCUE

DIRECTOR: DAVID WASHINGTON

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval authorizing the Department of Fire & Rescue to execute a Secondary User's Agreement with the Clark County Health District for the transfer of interoperable radio equipment for public safety communications - All Wards

Fiscal Impact:

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

PURPOSE/BACKGROUND:

This Secondary User's Agreement between the City of Las Vegas and the Clark County Health District will facilitate the temporary transfer of radio equipment to enable interoperable communications between the Health District's staff and other public safety agencies in the region. This equipment was acquired through the FY2003 U.S. Department of Homeland Security Phase-II grant program. This agreement also authorizes the City to invoice the Clark County Health District annually for the user fee assessment for each radio activated on the regional radio system.

RECOMMENDATION:

Las Vegas Fire & Rescue recommends approval, with authorization for the department to execute the agreement.

BACKUP DOCUMENTATION:

Secondary User's Agreement

MOTION:

REESE - APPROVED Items 3-5 and 7-44 as recommended - UNANIMOUS

Item 6: APPROVED under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:24 - 9:26)

1-661

**CITY OF LAS VEGAS
PUBLIC SAFETY COMMUNICATIONS
SECONDARY USERS AGREEMENT**

THIS AGREEMENT is made and entered into this 20th day of October, 2004, by and between the **CITY OF LAS VEGAS**, a political subdivision of the State of Nevada, hereinafter referred to as the "City", and the **CLARK COUNTY HEALTH DISTRICT**, hereinafter referred to as "Secondary Users" which are collectively referred to as the "parties."

WITNESSETH

WHEREAS, in a spirit of cooperation and collaboration, numerous public agencies in the Las Vegas region have developed a regional communications system to meet the needs of each agency and to create communications interoperability among those agencies; and,

WHEREAS, the regional communications system is managed by a multi-jurisdictional board known as the Southern Nevada Area Communications Council, hereinafter referred to as "SNACC;" and,

WHEREAS, the City, a member agency of SNACC, may sponsor other allied agencies as Secondary Users onto the SNACC regional communications system for the purposes of achieving communications interoperability with such allied agencies; and,

WHEREAS, the City has received federal grant funding to purchase equipment to achieve communications interoperability between City public safety agencies and other allied agencies, including private ambulance services and hospitals, for the purpose of enhancing the Las Vegas region's emergency medical services system; and,

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE COMMITMENTS CONTAINED HEREIN, IT IS MUTUALLY AGREED AS FOLLOWS:

SECTION I – DEFINITIONS

- A. AGREEMENT is defined as this City of Las Vegas Public Safety Communications Secondary Users Agreement.
- B. ANNUAL USER FEE is defined as the annual fee assessed by SNACC for each radio activated on the SNACC system to support the continual maintenance and administration of the regional communications system. A description of the current annual per radio user fee schedule is attached to this Agreement as Appendix "A".
- C. CITY FIXED ASSET is defined as equipment or materials belonging to the City.
- D. COMMUNICATION CENTER is defined as the Las Vegas Combined Communications Center.
- E. COMMUNICATIONS CHIEF is defined as the chief communications officer of the Las Vegas Combined Communication Center.
- F. DATE OF ACCEPTANCE is defined as the date of acceptance of end user equipment by the Secondary Users.
- G. END USER EQUIPMENT is defined as all equipment and materials provided by the City through this Agreement.
- H. PUBLIC SAFETY is defined as law enforcement, fire protection, emergency medical services and other emergency management operations.
- I. RADIO is defined as any mobile, portable, control station or base station radio.

- J. REPLACEMENT BATTERIES is defined as rechargeable batteries required to replace the original batteries provided through this Agreement when such batteries are no longer usable.
- K. SCHEDULE OF EQUIPMENT is defined as the list of End User Equipment, including radios, provided through this Agreement. A schedule of equipment is attached to this Agreement as Appendix "B" and may be amended solely by means of written amendment signed by both parties.
- L. SNACC SYSTEM is defined as the Southern Nevada Area Communications Council regional communications system.
- M. SNACC SYSTEM MANAGER is defined as the manager of the Southern Nevada Area Communications Council regional communications system.
- N. VENDOR is defined as a company selected by the City to supply, install, maintain, repair and/or remove the end user equipment.

SECTION II – PURCHASE, INSTALLATION AND ACTIVATION

- A. The City will purchase, at no cost to the Secondary Users, the end user equipment necessary to establish interoperable communications between City agencies and the Secondary Users. All end user equipment shall be logged into the City's fixed asset inventory and shall remain a City fixed asset throughout the term of this Agreement.
- B. The City will cause the installation of the end user equipment into the Secondary Users' facilities. Such installation will be performed by a vendor selected by the City and at no cost to the Secondary Users. The installation will be scheduled at a time and location mutually agreed to by both parties. The Secondary Users will provide a technical representative to consult directly with the vendor regarding the physical location of the

installation and any other technical assistance that may be required to complete the installation.

Upon completion of installation the City will provide an itemized inventory list of end user equipment provided through this Agreement to be signed by an authorized representative of both parties. Such signing will denote the date of acceptance by the Secondary Users.

- C. The City will cause the activation of the radios provided through this Agreement onto the SNACC system at no cost to the Secondary Users. No radio or other device for use by Secondary Users through this Agreement may be activated onto the SNACC system without the approval of the Communications Chief. The Communications Chief will consult with the SNACC System Manager relative to all equipment activations.
- D. The Secondary Users shall be responsible for the annual user fee set forth in Appendix A assessed for each radio activated onto the SNACC system provided through this Agreement. The Communication Center shall issue a single cumulative invoice each year on the 1st of July that will be due and payable by the Secondary User not later than the 31st of August. Assessment of the annual user fee shall commence upon the date of acceptance of the end user equipment by the Secondary Users and will be reassessed annually from the 12-month anniversary of the date of acceptance.

SECTION III – OPERATIONS AND PROGRAMMING

- A. The programming of all end user equipment provided through this Agreement shall be conducted exclusively by an authorized representative from the Communication Center or SNACC. Programming and/or reprogramming of end user equipment by any other party is strictly prohibited.

- B. All end user equipment provided through this Agreement is to be used expressly for public safety communications between City agencies, Secondary Users and other SNACC member agencies. Use of the end user equipment for any other purpose, including proprietary use by Secondary Users, is strictly prohibited and shall be cause for immediate termination of this Agreement accompanied by removal and return to the City all of End User Equipment with all associated costs paid for by the Secondary User.
- B. The City will provide the Secondary Users with all applicable policies, protocols, frequency/talkgroup lists and training documents relative to the operation and use of the end user equipment provided through this Agreement. The Secondary Users are responsible to ensure its agents, employees and officers fully understand and abide by all applicable policies and protocols. All such aforementioned documents shall be approved by the Communications Chief and SNACC System Manager.

SECTION IV – MAINTENANCE, REPAIRS AND REPLACEMENT

- A. The Secondary Users shall be responsible for the cost of any periodic maintenance and repairs of all end user equipment provided through this Agreement. All maintenance and repairs shall be conducted by a vendor or other service technician selected by the Communications Chief.
- B. The Secondary Users shall be responsible for the cost of replacement batteries necessary for any of the end user equipment provided through this Agreement.
- C. The Secondary Users shall be responsible for the most current market replacement cost of all end user equipment provided through this Agreement due to loss and/or irreparable

damage incurred while in the possession of the Secondary Users. The Secondary Users shall report all losses and damages of end user equipment to the Communications Chief within five (5) calendar days of the date of occurrence.

SECTION V – AUDITS AND REPORTS

- A. The Secondary Users fully understand that the end user equipment provided through this Agreement was acquired through a federal grant and is therefore subject to periodic audit inspections by both the City and federal government agencies. The City will endeavor to notify the Secondary Users of scheduled audit inspections as far in advance as practicable. The Secondary Users will abide by all audit inspections and reporting requirements.
- B. Annually, the City will issue the Secondary Users an inventory reporting form for all end user equipment provided through this Agreement. This inventory reporting form will be included with the annual user fee invoice and will be completed by the Secondary Users and returned with the annual user fee payment.

SECTION VI – ASSIGNMENT; SUCCESSORS AND ASSIGNS

- A. The Secondary Users may not assign this Agreement in whole or in part, nor any right, duty or obligation provided herein, without the express written consent of the City. The rights and liabilities set forth herein shall inure to the benefit and bind successors and assigns of the parties to this Agreement, but shall not inure to the benefit of any third party or person.
- B. The Secondary Users shall not transfer possession of any end user equipment provided through this Agreement to any other party without the express written consent of the City.

SECTION VII – TERMINATION BY SECONDARY USERS

Secondary Users may terminate this Agreement at any time upon 120-calendar days advance written notice issued to the City. Conditions of termination by Secondary Users may include

Secondary Users' decision to terminate or alter its services. In such circumstances, Secondary Users shall still be obligated to pay the full annual user fee for the current year; and, Secondary Users shall be responsible for all costs associated with the removal and return to the City all end user equipment provided through this Agreement. Removal and return of all end user equipment shall be scheduled by the City and performed by a vendor or other service technician selected by the City. Secondary Users shall cooperate with the timely removal and return of all end user equipment.

SECTION VIII – TERMINATION BY THE CITY

The City may terminate this Agreement at any time upon 120-calendar days advance written notice issued to the Secondary Users. In addition, the City reserves the right to immediately terminate this Agreement in accordance with Section III(B) or Section V(C) for unauthorized use or communication concerning the End User Equipment. Conditions of termination by the City may coincide with the termination or alternation of franchise agreements with Secondary Users or for any other reason that the City deems is in the best interest of service to the City. In such circumstances, Secondary Users shall still be obligated to pay the pro-rated portion of the annual user fee for the current year through the date of termination. Removal and return of all end user equipment shall be scheduled and paid for by the City and performed by a vendor or other service technician selected by the City. Secondary Users shall cooperate with the timely removal and return of all end user equipment.

SECTION IX – INDEMNIFICATION

The Secondary User agrees to defend, indemnify, protect, save and hold harmless the City and its agents, directors, officers, employees, and its successors and assigns, and the Southern Nevada Area Communications Council and its member agencies, agents, directors, officers, employees, and its successors and assigns from and against any and all liabilities, obligations, losses,

damages, penalties, fines, claims, actions, suits, costs and expenses and disbursements (including legal fees and expenses) of any kind and nature imposed in, asserted against, incurred or suffered by such indemnified party or its agents, directors, officers or employees or its successors or assigns by reason of damage, loss, or injury (including death) of any kind or nature whatsoever to persons or property caused by or in any way relating to or arising out of the any of the provisions of this Agreement and resulting from the actions or omissions of the Secondary Users.

SECTION X – AMBIGUITIES

The parties have each carefully reviewed this Agreement and have agreed to each term of this Agreement. No ambiguity shall be presumed to be construed against either party.

SECTION XI – INTEGRATION AND AMENDMENTS

This Agreement embodies the entire agreement of the parties concerning the subject matter herein described, and no other understanding whether verbal, written or otherwise exists between the parties. This Agreement may be amended solely by means of written amendment signed by both parties.

SECTION XII – NOTICES

Termination of participation or cancellation of this Agreement pursuant to the provisions set forth above and any other communications required during administration of this Agreement shall be issued in the following manner:

TO SECONDARY USER

Karl Munninger, Director Administrative Services
Clark County Health District
625 Shadow Lane
Las Vegas, Nevada 89106

TO CITY:

Communications Chief
Las Vegas Combined Communication Center
500 N. Casino Center Blvd.
Las Vegas, Nevada 89101-2986

9

APPENDIX "A"

SOUTHERN NEVADA AREA COMMUNICATIONS COUNCIL ANNUAL PER RADIO USER FEE ASSESSMENT SCHEDULE

Description	Cost
Annual SNACC Per Radio User Fee Assessment ¹	\$189.00 per radio

¹ The annual per radio user fee listed herein is current on the effective date of this Agreement and is adjusted periodically by the SNACC Board of Directors during a public meeting posted in accordance with Nevada open meeting laws (NRS 241.020).

APPENDIX "B"

**CLARK COUNTY HEALTH DISTRICT
SCHEDULE OF EQUIPMENT
FOR RADIO EQUIPMENT INSTALLATION**

Quantity	Description of Equipment	Primary Address of Facility ²
1	800mhz portable radio and charger; Motorola model XTS-5000	625 Shadow Lane Las Vegas, NV 89106
1	800mhz mobile/base radio; Motorola model XTL-5000	625 Shadow Lane Las Vegas, NV 89106

² For the purpose of audits/inspections of equipment installed in vehicles denote the street address of the primary deployment location.

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 20, 2004

DEPARTMENT: FIRE & RESCUE

DIRECTOR: DAVID WASHINGTON

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval to accept a FY2004 Congressionally Mandated Grant Award in the amount of \$395,750 for public safety interoperable communications projects - All Wards

Fiscal Impact:

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

PURPOSE/BACKGROUND:

This FY2004 Congressionally Mandated Grant Award in the amount of \$395,750 will be used for several projects in the City's continued effort to enhance interoperable public safety communications. Projects include wireless data transfer from emergency scenes, crisis management software, videoconferencing to coordinate disaster response and enhanced emergency public alerting through KCLV Channel 2.

RECOMMENDATION:

Las Vegas Fire & Rescue recommends approval.

BACKUP DOCUMENTATION:

Grant Award No. 2004-DD-BX-1452 and Supporting Attachments

MOTION:

REESE - APPROVED Items 3-5 and 7-44 as recommended - UNANIMOUS

Item 6: APPROVED under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:24 - 9:26)

1-661



U.S. Department of Justice

Office of Justice Programs

Office of the Assistant Attorney General

Washington, D.C. 20531

September 7, 2004

The Honorable Oscar B. Goodman
City of Las Vegas
400 Stewart Avenue
Las Vegas, NV 89101-2986

Dear Mayor Goodman:

On behalf of Attorney General John Ashcroft, it is my pleasure to inform you that the Office of Justice Programs has approved your application for funding under the FY 2004 BJA Congressionally Mandated Awards in the amount of \$395,750 for City of Las Vegas.

Enclosed you will find the Grant Award and Special Conditions documents. This award is subject to all administrative and financial requirements, including the timely submission of all financial and programmatic reports, resolution of all interim audit findings, and the maintenance of a minimum level of cash-on-hand. Should you not adhere to these requirements, you will be in violation of the terms of this agreement and the award will be subject to termination for cause or other administrative action as appropriate.

If you have questions regarding this award, please contact:

- Program Questions, Zephyr R. Fraser, Program Manager at (202) 616-0416; and
- Financial Questions, the Office of the Comptroller, Customer Service Center (CSC) at (800) 458-0786, or you may contact the CSC at ask.oc@usdoj.gov.

Congratulations, and we look forward to working with you.

Sincerely,

Deborah J. Daniels
Assistant Attorney General

Enclosures



U.S. Department of Justice
Office of Justice Programs
Office for Civil Rights

Washington, D.C. 20531

September 7, 2004

The Honorable Oscar B. Goodman
City of Las Vegas
400 Stewart Avenue
Las Vegas, NV 89101-2986

Dear Mayor Goodman:

Congratulations on your recent award. Because you have submitted Certified Assurances that your agency is in compliance with applicable civil rights laws, this office has determined that you have met this requirement in the Department of Justice regulations governing recipients of Federal financial assistance (see 28 C.F.R. section 42.204, Applicants' Obligations). As Director of the Office for Civil Rights (OCR), Office of Justice Programs, I would like to offer you my assistance in completing the conditions of these Assurances, specifically Nos. 13, 14, and 15, as the grant goes forward.

As you know, equal opportunity for the participation of women and minority individuals in employment and services provided under programs and activities receiving Federal financial assistance is required by law. Therefore, if there has been a federal or state court or administrative agency finding of discrimination against your agency, please forward a copy of such order or consent decree, as required by Assurance No. 14, to OCR at the U.S. Department of Justice, Office of Justice Programs, Office for Civil Rights, 810 Seventh Street, N.W., Room 8136, Washington, D.C. 20531.

Additional Instructions For Grantees Receiving \$500,000 Or More:

1. In accordance with Assurance No. 15, each grantee that receives \$500,000 or more (pr \$1,000,000 in an 18- month period), and has 50 or more employees, must **submit** an Equal Employment Opportunity Plan (EEOP) within 60 days from the date of this letter to OCR at the above address.
2. Alternatively, the grantee may choose to complete an EEOP Short Form, in lieu of sending its own comprehensive EEOP, and return it to OCR within 60 days of the date of this letter. This easy-to-follow EEOP Short Form reduces paperwork and preparation time considerably and will ensure a quicker OCR review and approval. The Seven-Step Guide to the Design and Development of an EEOP will assist you in completing this requirement. The Seven-Step Guide and EEOP Short Form may be downloaded from OCR's home page on the Internet (<http://www.ojp.usdoj.gov/ocr/>).
3. Please be reminded that the above requirements apply to primary grantees and to each of their subgrantees or contractors that meet the criteria outlined in this letter. Therefore, all primary grantees should apprise subgrantees of these responsibilities and those meeting the criteria should send their EEOPs or EEOP Short Forms directly to the Office for Civil Rights within 60 days of the date of their award.

¹ If you have already submitted an EEOP as part of another award from the Office of Justice Programs (OJP) or the Office of Community Oriented Policing Services (COPS) within the past two years, or if you have certified that no EEOP is required, it is not necessary for you to submit another at this time. Simply send a copy of the letter you received from OC

NOTE: If agency has under 50 employees, regardless of amount of award, no EEOP is required; however, grantee must return applicable portion of Certification Form to OCR within 60 days. This Certification Form may also be downloaded from OCR's home page on the Internet.

PURSUANT TO THE SPECIAL CONDITION REGARDING EEOPs GOVERNING THIS AWARD, RECIPIENT ACKNOWLEDGES THAT FAILURE TO SUBMIT AN ACCEPTABLE EEOP IS A VIOLATION OF ITS CERTIFIED ASSURANCES AND MAY RESULT IN SUSPENSION OF DRAWDOWN OF FUNDS UNTIL EEOP HAS BEEN APPROVED BY THE OFFICE FOR CIVIL RIGHTS.

Additional Instructions For Grantees Receiving \$25,000 Or More, But Under \$500,000:

4. Pursuant to Department of Justice regulations, each grantee that receives \$25,000 or more and has 50 or more employees is required to maintain an Equal Employment Opportunity Plan (EEOP) on file for review by OCR upon request. (However, if the grantee is awarded \$1,000,000 in an eighteen (18) month period, it must submit an acceptable EEOP to OCR.) Please complete the applicable section of the Certification Form and return it to OCR within 60 days of the date of this letter.

NOTE: If agency has under 50 employees, regardless of amount of award, no EEOP is required; however, grantee must return applicable portion of Certification Form to OCR within 60 days.

Additional Instructions For Grantees Receiving Under \$25,000:

5. A recipient of under \$25,000 is not required to maintain or submit an Equal Employment Opportunity Plan (EEOP) in accordance with Assurance No. 15. No Certification is required.

Instructions for All Grantees:

6. In addition, all recipients, regardless of their type, the monetary amount awarded, or the number of employees in their workforce, are subject to the prohibitions against discrimination in any funded program or activity. Therefore, OCR investigates complaints by individuals or groups alleging discrimination by a recipient of OJP funding; and may require all recipients, through selected compliance reviews, to submit data to ensure their services are delivered in an equitable manner to all segments of the service population and their employment practices are in compliance with equal employment opportunity requirements.

If you have any questions, please call OCR at (202) 307-0690. Additional information and technical assistance on the civil rights obligations of grantees can be found at: <http://www.ojp.usdoj.gov/ocr/>.

Sincerely,



Michael L. Alston
Acting Director, Office for Civil Rights

cc: Grant Manager
Financial Analyst

² The employment practices of certain Indian tribes are not covered by Title VII of the Civil Rights Act of 1964, 4



U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS

**Bureau of Justice
Assistance**

Grant

PAGE 1 OF 2

1. RECIPIENT NAME AND ADDRESS (Including Zip Code) City of Las Vegas 400 Stewart Avenue Las Vegas, NV 89101-2986		4. AWARD NUMBER: 2004-DD-BX-1452	
		5. PROJECT PERIOD: FROM 08/01/2004 TO 07/31/2005 BUDGET PERIOD: FROM 08/01/2004 TO 07/31/2005	
1A. GRANTEE IRS/VENDOR NO. 886000198		6. AWARD DATE 09/07/2004	7. ACTION Initial
		8. SUPPLEMENT NUMBER 00	
3. PROJECT TITLE FY 2004 BJA Congressionally Mandated Awards		9. PREVIOUS AWARD AMOUNT \$ 0	
		10. AMOUNT OF THIS AWARD \$ 395,750	
		11. TOTAL AWARD \$ 395,750	
12. SPECIAL CONDITIONS THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).			
13. STATUTORY AUTHORITY FOR GRANT This project is supported under Omnibus Crime Control and Safe Streets Act of 1968, as amended (Title I, Part E, Subpart 1) (Public Law 90-351 500-522; 42 USC 3750-3766b), and particularly 510-512.			
15. METHOD OF PAYMENT PAPRS			
AGENCY APPROVAL		GRANTEE ACCEPTANCE	
16. TYPED NAME AND TITLE OF APPROVING OFFICIAL Deborah J. Daniels Assistant Attorney General		18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL Oscar B. Goodman Mayor	
17. SIGNATURE OF APPROVING OFFICIAL 		19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL 	19A. DATE 10/20/2004
AGENCY USE ONLY			
20. ACCOUNTING CLASSIFICATION CODES FISCAL FUND BUD. DIV. REG. SUB. POMS AMOUNT YEAR CODE ACT. OFC. 00 00 X B D6 80 00 00 395750		21. D604U00209	

OJP FORM 4000/2 (REV. 5-87) PREVIOUS EDITIONS ARE OBSOLETE.

APPROVED AS TO FORM:

DATE

OJP FORM 4000/2 (REV. 4-88)

Attest:

By

BARBARA JO RONEMUS, City Clerk



U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS

**Bureau of Justice
Assistance**

**AWARD CONTINUATION
SHEET
Grant**

PAGE 2 OF 2

PROJECT NUMBER 2004-DD-BX-1452

AWARD DATE 09/07/2004

SPECIAL CONDITIONS

1. The recipient agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide.
2. The recipient acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if recipient is required to submit one pursuant to 28 C.F.R. Section 42.302), that is approved by the Office for Civil Rights, is a violation of its Certified Assurances and may result in suspension or termination of funding, until such time as the recipient is in compliance.
3. The recipient agrees to comply with the organizational audit requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, as further described in the current edition of the OJP Financial Guide, Chapter 19.
4. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of OJP.
5. The applicant budget is pending review or approval. The recipient may not obligate, expend or draw down any grant funds until the Office of the Comptroller, Office of Justice Programs has issued clearance of the application budget, and a Grant Adjustment Notice has been issued removing this special condition.
6. Recipient may not obligate, expend or drawdown funds until the Bureau of Justice Assistance, Office of Justice Programs (BJA) has reviewed and approved the Program Narrative portion of the application and has issued a Grant Adjustment Notice (GAN) informing the recipient of the approval.



U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS

**Bureau of Justice
Assistance**

**GRANT MANAGER'S MEMORANDUM, PT. I:
PROJECT SUMMARY**

Grant

PROJECT NUMBER

2004-DD-BX-1452

PAGE 1 OF 1

This project is supported under Omnibus Crime Control and Safe Streets Act of 1968, as amended (Title I, Part E, Subpart I) (Public Law 90-351 500-522; 42 USC 3750-3766b), and particularly 510-512.

1. STAFF CONTACT (Name & telephone number)

Zephyr R. Fraser
(202) 616-0416

2. PROJECT DIRECTOR (Name, address & telephone number)

Timothy C. McAndrew
Emergency Manager
500 N Casino Center
Las Vegas, NV 89101-2986
(702) 383-2888 ext.0313

3a. TITLE OF THE PROGRAM

FY 2004 BJA Congressionally Mandated Awards

**3b. POMS CODE (SEE INSTRUCTIONS
ON REVERSE)**

4. TITLE OF PROJECT

FY 2004 BJA Congressionally Mandated Awards

5. NAME & ADDRESS OF GRANTEE

City of Las Vegas
400 Stewart Avenue
Las Vegas, NV 89101-2986

6. NAME & ADDRESS OF SUBGRANTEE

7. PROGRAM PERIOD

FROM: 08/01/2004 TO: 07/31/2005

8. BUDGET PERIOD

FROM: 08/01/2004 TO: 07/31/2005

9. AMOUNT OF AWARD

\$ 395,750

10. DATE OF AWARD

09/07/2004

11. SECOND YEAR'S BUDGET

12. SECOND YEAR'S BUDGET AMOUNT

13. THIRD YEAR'S BUDGET PERIOD

14. THIRD YEAR'S BUDGET AMOUNT

15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)

The City of Las Vegas will use the grant funds to enhance the City's interoperable communication system. These enhancements include: 1. The wireless data connectivity and interoperability; 2. The teleconferencing communications; 3. The crisis management software; and 4. The television-based public alerting system. To the extent practicable, all expenditures will comply with federally recommended interoperability standards.

NCA/NCF



U.S. Department of Justice
Office of Justice Programs

Bureau of Justice Assistance.

Washington, D.C. 20531

Memorandum To: Official Grant File

From: Stephen Antkowiak, Environmental Coordinator

Subject: Categorical Exclusion for City of Las Vegas

Awards under this program will be used to develop national demonstration, training, and technical assistance programs.

None of the following activities will be conducted either under the OJP federal action or a related third party action:

1. New construction.
2. Any renovation or remodeling of a property either (a) listed on or eligible for listing on the National Register of Historic Places or (b) located within a 100-year flood plain.
3. A renovation which will change the basic prior use of a facility or significantly change its size.
4. Research and technology whose anticipated and future application could be expected to have an effect on the environment.
5. Implementation of a program involving the use of chemicals.

Consequently, the subject federal action meets OJP's criteria for a categorical exclusion as contained in paragraph 4(b) of Appendix D to part 61 of the Code of Federal Regulations. Additionally, the proposed action is neither a phase nor a segment of a project which when viewed in its entirety would not meet the criteria for a categorical exclusion.

**FY 2004 BJA Congressionally Mandated Awards** 2004-DD-BX-1452[Award](#)[Correspondence](#)[Award Handbook](#)[Award Instructions](#)**Award Instructions**[ACH Information](#)

Congratulations. You have been awarded a grant by the Office of Justice Programs of the US Department of Justice. Please click on the Award Document link below to see your award documents.

[Help/Frequently Asked Questions](#)

If you choose to accept the award and ALL the special conditions, please

[GMS Award Home](#)

1. Print the Award Document and Special Conditions.
2. Sign the Award Document (The Award Document is the page that requires your signature; it has a blank spot for "Authorized Grantee Signature")
3. Initial the bottom right corner of every Special conditions page(s) and
4. Fax BOTH the Award Document and the Special Conditions page(s) to (202) 616-5962 or (202) 353-8475.

 [Off](#)

If you choose to not accept the award and ALL the special conditions, please contact your OJP program manager Zephyr R. Fraser, at (202) 616-0416.

For programmatic questions contact Zephyr R. Fraser, at (202) 616-0416, for financial questions contact OC Customer Service at 1-800-458-0786. For questions about printing and faxing these documents, please contact the GMS Help Desk at 1-888-549-9901 option#3.

[Award Document](#)



FY 2004 BJA Congressionally Mandated Awards 2004-DD-BX-1452

[Award](#)[Correspondence](#)**Correspondence**

To: FY 2004 BJA Congressionally Mandated Awards

Subject: GMS Award 2004-DD-BX-1452

[New Mail](#)[Sent Mail](#)[Old Mail](#)[Send a Message](#)

Message: Congratulations. You have been awarded a grant by the Office of Justice Programs of the US Department of Justice. Follow the link below to our online Grant Management System to get instructions to accept your award. Please note that only the authorized signing authority designated in GMS will be able to accept the award.

[Help/Frequently
Asked Questions](#)[Back](#)[GMS Home](#)[Log Off](#)

CITY OF LAS VEGAS
FY 2004 BJA CONGRESSIONALLY MANDATED AWARDS
Budget Detail by Category

Contact: Tim McAndrew, Office of Emergency Management
 Tele: (702) 383-2888 Email: tmcandrew@lasvegasnevada.gov

CATEGORY	COST	TOTAL COSTS & NARRATIVE
Personnel/Fringe Benefits		
1		
2		
3		
		\$0.00
Contractual		
1 Software service contract	\$15,000.00	
2		
3		
		\$15,000.00
Travel		
1		
2		
Supplies/Operating		
1 Disposable supplies/misc connectors/parts	\$5,000.00	
2	\$0.00	
3	\$0.00	
4	\$0.00	
5	\$0.00	
6	\$0.00	
7	\$0.00	
		\$5,000.00
Equipment		
1 Wireless data communications project	\$160,000.00	
2 Teleconferencing communications project	\$125,000.00	
3 Crisis management software	\$55,000.00	
4 Televised public alerting system	\$34,000.00	
5	\$0.00	
6	\$0.00	
7	\$0.00	
		\$374,000.00
Training		
1 Vendor-provided training	\$1,750.00	
2		
3		
		\$1,750.00
Other		
1	\$0.00	
2	\$0.00	
3	\$0.00	
		\$0.00
TOTAL		\$395,750.00

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 20, 2004

DEPARTMENT: FIRE & RESCUE

DIRECTOR: DAVID WASHINGTON

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of a Memorandum of Understanding between the City of Las Vegas and the Volunteer Center of Southern Nevada for the transfer of U.S. Department of Homeland Security grant funds in the amount of \$6,110 to support volunteer management services - All Wards

Fiscal Impact:

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

PURPOSE/BACKGROUND:

This Memorandum between the City of Las Vegas and the Southern Nevada Volunteer Center will facilitate the transfer of \$6,110 from the City to support the Center's volunteer management services used during emergencies and disasters. These funds are from the FY2004 U.S. Department of Homeland Security Citizen Corps Program grant.

RECOMMENDATION:

Las Vegas Fire & Rescue recommends approval.

BACKUP DOCUMENTATION:

Memorandum of Understanding

MOTION:

REESE - APPROVED Items 3-5 and 7-44 as recommended - UNANIMOUS

Item 6: APPROVED under separate action (see individual item)

MINUTES:

There was no related discussion.
(9:24 - 9:26)
1-661

**MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF LAS VEGAS AND VOLUNTEER CENTER OF SOUTHERN NEVADA**

WHEREAS, the **CITY OF LAS VEGAS** (hereinafter "City"), has entered into a grant agreement with the Nevada Division of Emergency Management (hereinafter "NDEM") for participation in the **FFY-04 HOMELAND SECURITY CITIZEN CORPS PROGRAM** (hereinafter "Program"); and,

WHEREAS, the **VOLUNTEER CENTER OF SOUTHERN NEVADA** (hereinafter "Subrecipient") is a committed participant in the Program and funds totaling \$6,110.00 are designated within the City grant to support the Subrecipient's volunteer management program.

WHEREAS, the objective of this Agreement is to facilitate the pass-through of the designated funds from City to the Subrecipient. Such funds are defined in Exhibit "A" "Schedule of Program Funds and Scope of Work"; and,

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE COMMITMENTS CONTAINED HEREIN, IT IS MUTUALLY AGREED AS FOLLOWS:

1. Both parties understand and agree that federal funding provided through the FFY-04 HOMELAND SECURITY CITIZEN CORPS PROGRAM is provided via NDEM on a reimbursement basis and such reimbursement is contingent upon Subrecipient's adherence to all applicable federal and state grant program guidelines and project scope of work. The Subrecipient is responsible for advanced expenditures and agrees to use the designated Program funds to support the programs as identified in Exhibit "A" "Schedule of Program Funds and Scope of Work", attached hereto and incorporated herein as if fully set forth.
2. All assets acquired by the Subrecipient with the transferred funds are the permanent property of Subrecipient. The Subrecipient shall assume all fiscal responsibility for the continuing maintenance costs, repair costs, replacement costs and applicable user fees of all assets; and, Subrecipient shall assume audit accountability of all assets and transferred funds.
3. Subrecipient will provide City with documentation supporting all periodic reporting and audit requests, including those items identified in Exhibit "B" "City of Las Vegas Program Assurances."
4. Regardless of any termination of this Agreement, Subrecipient shall comply with all state and federal laws and regulations associated with the receipt of funds through the Program.
6. It is specifically understood and agreed by both parties that any changes to the use of funds and/or scope of work funded by the Program must be requested, in advance, by the City and such changes are approved or denied by NDEM.
7. This Agreement shall take effect on the date of execution and shall continue in force and effect until terminated as delineated below:
 - a. The terms of this Agreement shall be completed by **June 2, 2005**. An extension request must be requested no less than 30 days prior to this deadline. Approval or denial is contingent upon extension of the grant performance period determined by NDEM.

- b. By either party, for any reason with written notice of at least 60 days.
8. In the event the City is able to increase the funding set forth in Exhibit "A", at its sole discretion City will increase the aforesaid funding, and Subrecipient agrees that if such augmentation of the funding occurs, such new amounts shall be governed by all terms and conditions of this Interlocal Agreement as if such amounts were originally included in Exhibit "A".
9. Subrecipient may not assign this Agreement in whole or in part, nor any right, duty or obligation provided herein, without the express written consent of the City. The rights and liabilities set forth herein shall inure to the benefit and bind successors and assigns of the parties to this Agreement, but shall not inure to the benefit of any third party or person.
10. To the extent permitted by law, including but not limited to the provisions of NRS Chapter 41, Subrecipient agrees to defend, indemnify, protect, save and hold harmless the City and its agents, directors, officers, employees, and its successors and assigns from and against any and all liabilities, obligations, losses, damages, penalties, fines, claims, actions, suits, costs and expenses and disbursements (including legal fees and expenses) of any kind and nature imposed in, asserted against, incurred or suffered by such indemnified party or its agents, directors, officers or employees or its successors or assigns by reason of damage, loss, or injury (including death) of any kind or nature whatsoever to persons or property caused by or in any way relating to or arising out of any of the provisions of this Agreement.
11. The parties have each carefully reviewed this Agreement and have agreed to each term of this Agreement. No ambiguity shall be presumed to be construed against either party.
12. This Agreement embodies the entire agreement of the parties concerning the subject matter herein described, and no other understanding whether verbal, written or otherwise exists between the parties. This Agreement may be amended solely by means of written amendment signed by both parties.
13. Termination of participation or cancellation of this Agreement pursuant to the provisions set forth above and any other communications required during administration of this Agreement shall be issued in the following manner:

TO SUBRECIPIENT:

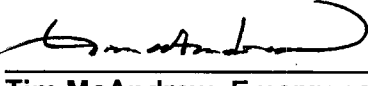
Volunteer Center of Southern Nevada
Fran Smith, Executive Director
3075 E. Flamingo Rd. Ste. 100A
Las Vegas, NV 89121

TO CITY:

Las Vegas Office of Emergency Management
Fire & Rescue Headquarters
500 N. Casino Center Blvd.
Las Vegas, Nevada 89101-2986

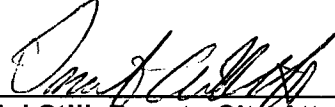
IN WITNESS WHEREOF, the parties have approved this Agreement on this 20th
day of October, 2004, and their authorized officers have affixed their
names hereto.

CITY OF LAS VEGAS

By: 
Tim McAndrew, Emergency Manager

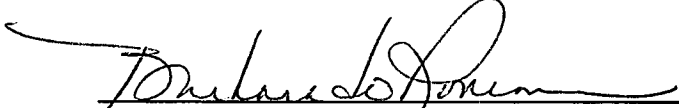
10/20/04
Date

APPROVED AS TO FORM:


Daniel Still, Deputy City Attorney

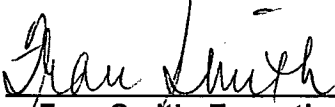
10/6/04
Date

ATTEST:


Barbara Jo Ronemus, City Clerk

10/22/04
Date

VOLUNTEER CENTER OF SOUTHERN NEVADA

By: 
Fran Smith, Executive Director

9-15-04
Date

EXHIBIT "A"

SCHEDULE OF PROGRAM FUNDS AND SCOPE OF WORK Volunteer Center of Southern Nevada

VOLUNTEER MANAGEMENT PROGRAM	TOTAL
Planning/staff	\$4,710.00
Equipment and supplies	\$1,400.00
TOTAL	\$6,110.00

SCOPE OF WORK SUMMARY (VOLUNTEER MANAGEMENT PROGRAM):

- Develop and maintain a volunteer database that stipulates demographics, skills set(s) and general availability information for each registered volunteer¹.
- Design, construct and maintain (in conference with Las Vegas Citizen Corps Council members) a minimum of six (6) "Grab & Go Kits" to be used for volunteer registration during emergencies/disasters.
- Acquire a wireless "air card" and service contract for use with one of Subrecipients existing computers to enable portable, wireless network/Internet connection during emergencies/disasters.

###

¹ A copy of the volunteer database will be provided to the City in an electronic format compatible with Microsoft Office 2000 applications.

EXHIBIT "B"

CITY OF LAS VEGAS PROGRAM ASSURANCES

1. Subrecipients shall comply with the audit requirements of the Single Audit Act of 1984 and OMB Circular A-133, to include the required submission of a Subrecipient independent audit, as prescribed in sections 310 and 315 and section 320, paragraph f.
2. Subrecipients that are institutions of higher education, hospitals or other non-profit organizations shall comply with the audit requirements of OMB Circular A-110, Attachment F.
3. Required documentation for the performance of audits and quarterly reports, including project narrative and financial reports, must be provided to the City of Las Vegas within 15 calendar days of request. Grant closeout is contingent upon NDEM audit and resolution of any discrepancies. Quarterly report submission due dates to the City are scheduled as follows:

December 15, 2004

March 15, 2005

June 15, 2005

4. The City retains the right to terminate this Agreement for cause at any time before completion of the program when it has determined that the Subrecipient has failed to comply with the conditions of this Agreement.
5. Subrecipients are instructed to send all aforementioned program reports and financial correspondence to:

Patty Braganza, Financial Analyst
City of Las Vegas Finance Department, 6th Floor
400 Stewart Street, Las Vegas
Nevada, 89101-2986.

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AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 20, 2004

DEPARTMENT: HUMAN RESOURCES

DIRECTOR: F. CLAUDETTE ENUS

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval to create one temporary full time Office Specialist I position to support the Centennial Celebration Committee in the City Manager's Office (\$50,100 - Centennial Funds) - All Wards

Fiscal Impact:

☐ No Impact	Amount:	\$50,100.00
☒ Budget Funds Available	Dept./Division:	City Manager's Office/Centennial Celebration
☐ Augmentation Required	Funding Source:	Centennial Funds

PURPOSE/BACKGROUND:

The Centennial Office manages a 33 member board, 300 events, international and national press, valley wide participation and multiple Chambers of Commerce as well as managing and administering 7 large comprehensive contracts that include a PBS documentary, public relations firm, Clear Channel Entertainment, music and distribution, merchandising, outside council and web hosting with Review Journal.

The position is responsible for managing the monthly board meeting including creating & posting agendas, set up & break down of meeting and minutes, in accordance with Nevada Open meeting Laws. The position is responsible for heavy volume of public inquiry about 50-60 calls a day and anticipated to increase and is also assistant to the executive director and other staff for clerical needs. The position also manages small projects and can work independently. Funding for this employee will be through the Centennial License Plate Revenue (admin) and merchandise revenue (2005).

RECOMMENDATION:

It is recommended that the creation of one temporary full time Office Specialist I position to support the Centennial Celebration Committee in the City Manager's Office be approved.

BACKUP DOCUMENTATION:

Human Resource Employee/Position Request (EPR) 0688CM

MOTION:

REESE - APPROVED Items 3-5 and 7-44 as recommended - UNANIMOUS

Item 6: APPROVED under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:24 - 9:26)

1-661

City of Las Vegas
Human Resources Employee/Position Request (EPR)

Action # 0688CM

Department: City Managers Office
Division: Centennial Celebration
Contact Person: Stacy Allsbrook
Contact Phone Ext: 4733

Date Initiated: 8/30/04
Effective Date: 9/9/04; Council App'l date
Council Target Agenda Date:
Employee Name: Judy Dixon
Employee Phone Ext: 2062
Position Requests: Create Temporary Position

Employee Requests: Not Applicable

DEPARTMENT DIRECTOR APPROVED: YES ☒ NO ☐

JUSTIFICATION SUBMITTED: N/A ☐ YES ☒ NO ☐

If other was selected, explain here: Betsy Fretwell

Current (For Dept. Use)

Position #: 11482	Location: Substitute Program
Job Title: Tech/Specialist	Position Name (if under/over-filled):
Grade: HY.5	Grade:
Position Type: Part Time	Scheduled Hours per Week: 40
Position Status: Straight Fill	Duration:
Costing Org.: 60310	Funding Source: General Fund
Function: General Government	

Proposed (For Dept. Use)

Position #: TBD	Location:
Job Title: Office Specialist I	Position Name (if under/over-filled):
Grade: CC.21	Grade:
Position Type: Temporary	Scheduled Hours per Week: 40
Position Status: Straight Fill	Duration: December 2005
Costing Org.: 20271	Funding Source: Special Revenue
Function: General Government	

Department Justification

Explain why this request is needed. Include projected impact to programs, customer service levels and citizens.

The Office of the Centennial Celebration is a temporary office created by the City Manager's Office to create, manage and implement the 100th birthday celebration for the entire Las Vegas Valley starting on New Years Eve 2004 and ending in December 2005. The Centennial is currently managing a 33 member board created by the City Council, 300 events, international and national press, valley wide participation that includes Clark County, State of Nevada, Clark County School District, Las Vegas Convention and Visitors Authority and multiple Chambers of Commerce. The Centennial is also managing and administering 7 large comprehensive contracts that include a PBS documentary, public relations firm, Clear Channel Entertainment, music and distribution, merchandising, outside council and web hosting with Review Journal.

The Centennial currently consists of 3 fulltime employees dedicated to the project. There are 3 hourly employees working 19 hours a week and 1 substitute employee. The substitute employee is responsible for managing the monthly board meeting which include creating and posting agendas, set up and break down of meeting and minutes of the meeting, all in accordance with Nevada Open meeting Law. The position also is responsible for customer service for the Centennial, which on most days, the volume of public inquiry is very heavy (50-60 calls a day) and is only anticipated to increase. The position serves as an assistant to the executive director and other staff for immediate clerical needs. The position also manages small projects and can work independently if needed.

The Centennial would like to create a temporary position for one year for this substitute employee to insure continuity of the project. If this position is not created, the Centennial could potentially violate multiple open meeting law requirements over the next few months which would hinder the progress of the Centennial. Funding for this employee would not be responsibility of the City of Las Vegas, but the Centennial through License Plate Revenue (admin) and merchandise revenue (2005). The substitute position is scheduled to run out of hours in September 2004.

Job Analysis requested: No

Human Resources Information

ARB 9/9/04 Position to be created and Ms. Dixon placed into position on a temporary basis. JUSTIFICATION APPROVED THROUGH THE REVIEW COMMITTEE ON 9/20/04. nbs 9/22/04.

Finance & Business Services Information

Fiscal impact of salary plus benefits:

Current fiscal year \$ 35,600 Annualized \$ 50,100 * Current fiscal year budgeted amount \$ -0-
Finance Notes: Fiscal impact calculated at Grade C21, Step 4 (midpoint). New temporary position through 12/2005.

New position #, if applicable:

Budget Augmentation: ☐ Budget Augmentation requires Council approval.

Analyst: Joseph F Williams Jr
Date: 24 Sept 2004

Calculated by: L. Kutch Date: 9/23/04

Manager: CFalder

Date: 9/24/04

Entered by:

Date:

* Figure used to determine approval level required.

Approving Authority

- ☐ Annualized fiscal impact is \$5,000 or less; Acting Pay, Flex Promotions, and Hourly positions; Human Resources Director or designee signature required.
- ☐ Annualized fiscal impact is \$5,000.01 to \$25,000; City Manager or Deputy City Manager signature required.
- ☒ Annualized fiscal impact is over \$25,000; **City Council approval IS required.** Human Resources will place on next available agenda; the requesting department director must attend the Council meeting to respond to questions.
- ☐ Annualized fiscal impact is over \$25,000; **City Council approval MAY be required.**
- ☐ Annualized fiscal impact is over \$25,000; **City Council approval is NOT required.**

Authorized Signature

Date

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 20, 2004

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD GOECKE

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of a Grant Deed from F & F Horizons Associates, LLC, a Delaware limited liability company, for portions of the Southeast Quarter of Section 32, Township 20 South, Range 60 East, Mount Diablo Meridian, for dedication of additional rights-of-way for a right turn lane and bus turnout located at the northwest corner of Charleston Boulevard and Durango Drive, APN 138-32-801-001 - Ward 2 (Wolfson)

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 3-5 and 7-44 as recommended - UNANIMOUS

Item 6: APPROVED under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:24 - 9:26)

1-661

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 20, 2004

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD GOECKE

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of an Easements and Rights-of-Way Grant to the Las Vegas Valley Water District, a Quasi-Municipal Corporation for a portion of the Southeast Quarter of Section 25, Township 20 South, Range 61 East, Mount Diablo Meridian for a water easement (15 feet by 20 feet) on the south side of Washington Avenue, west of Pecos Road to serve the Freedom Park Pool, APN 139-25-701-002 - Ward 3 (Reese)

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 3-5 and 7-44 as recommended - UNANIMOUS

Item 6: APPROVED under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:24 - 9:26)

1-661

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 20, 2004

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD GOECKE

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of Interlocal Agreement 109129 Amendment 1 with the Las Vegas Valley Water District (District) for the City of Las Vegas Special Improvement District 1487 as part of the Jones Boulevard - Beltway to Elkhorn project - Ward 6 (Mack)

Fiscal Impact:

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

PURPOSE/BACKGROUND:

This amendment is needed to increase the maximum amount of funds that may be refunded to the City of Las Vegas upon the Las Vegas Valley Water District's receipt of frontage connection charges in accordance with their service rules for direct connections to the water main(s) installed under this agreement.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Interlocal Agreement 109129 Amendment 1

MOTION:

REESE - APPROVED Items 3-5 and 7-44 as recommended - UNANIMOUS

Item 6: APPROVED under separate action (see individual item)

MINUTES:

There was no related discussion.
(9:24 - 9:26)
1-661

**INTERLOCAL AGREEMENT FOR
CITY OF LAS VEGAS
SPECIAL IMPROVEMENT DISTRICT NO. 1487
JONES BOULEVARD, BELTWAY TO ELKHORN ROAD
AMENDMENT NO. 1**

THE AGREEMENT, made and entered into on the 2nd day of July 2003, by and between the LAS VEGAS VALLEY WATER DISTRICT, a quasi-municipal corporation of the State of Nevada, hereinafter called "District", Party of the First Part, and **City of Las Vegas**, a municipal corporation of the State of Nevada, hereinafter called "CITY", Party of the Second Part, is hereby amended as set forth below, WITNESSETH:

ARTICLE II, PARAGRAPH E, WHICH READS AS FOLLOWS:

E. Upon receipt of Frontage Connection Charges from others, to refund to the CITY all Frontage Connection Charges received in accordance with the District's Service Rules for direct connections to the water main(s) installed under this Agreement up to a maximum amount of Fifty-two Thousand Nine Hundred Twenty-five and No/100*****dollars (\$52,925.00), or for a period of ten (10) years from the effective date of this Agreement, whichever occurs first. This right to a refund is not to be construed as a guarantee or a promise by the District that the District will receive or elect to receive frontage connection charges that are refundable to the CITY.

IS HEREBY DELETED IN ITS ENTIRETY AND REPLACED WITH THE FOLLOWING:

ER. Upon receipt of Frontage Connection Charges from others, to refund to the CITY all Frontage Connection Charges received in accordance with the District's Service Rules for direct connections to the water main(s) installed under this Agreement up to a maximum amount of Ninety-nine Thousand One Hundred Fifty-one and No/100*****dollars (\$99,151.00), or for a period of ten (10) years from the effective date of this Agreement, whichever occurs first. This right to a refund is not to be construed as a guarantee or a promise by the District that the District will receive or elect to receive frontage connection charges that are refundable to the CITY.

Except as amended herein, all other covenants, conditions, terms and provisions of the Interlocal Agreement No. 109129 shall remain in full force and effect.

IN WITNESS WHEREOF, the CITY has executed this Amendment No. 1 on the 20th day of October, 2004.

ATTEST:

CITY OF LAS VEGAS


BARBARA JO RONEMUS, City Clerk


OSCAR B. GOODMAN, Mayor

APPROVED AS TO FORM:

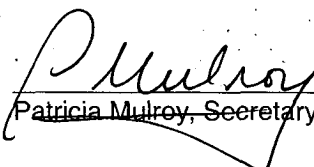
 9/24/04
Date

THIS AMENDMENT NO. 1 shall be in full force and effect as of the 30th day of November, 2004, when it was duly signed by the proper officer of the Las Vegas Valley Water District.

ATTEST:

LAS VEGAS VALLEY WATER DISTRICT


Richard J. Wimmer, Assistant Secretary


Patricia Mulroy, Secretary

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 20, 2004

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD GOECKE

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of a Non-refundable Contribution in Aid of Construction Agreement with Nevada Power Company to facilitate relocation of a Nevada Power Company switchgear near the corner of Durango Drive and Vegas Drive (\$36,426 - Regional Transportation Commission [RTC]) - Wards 2 and 4 (Wolfson and Brown)

Fiscal Impact:

☐	No Impact	Amount:	\$36,426.00
☒	Budget Funds Available	Dept./Division:	Public Works/City Engineer
☐	Augmentation Required	Funding Source:	RTC

PURPOSE/BACKGROUND:

The relocation of Nevada Power Company's switchgear is necessary for construction of the Durango Drive - Westcliff Drive to Vegas Drive project.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Non-refundable Contribution in Aid of Construction Agreement

MOTION:

REESE - APPROVED Items 3-5 and 7-44 as recommended - UNANIMOUS

Item 6: APPROVED under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:24 - 9:26)

1-661

**NON-REFUNDABLE CONTRIBUTION IN AID
OF CONSTRUCTION AGREEMENT**

Contract: **CIAC0000175723A**
Project No: **0000175723**
Date Prepared: **08/05/2004**

BASIS

WHEREAS, Utility owns and operates electric transmission and distribution facilities and provides electric service within Clark and Nye Counties, Nevada, in accordance with a tariff filed with and approved by the Public Utilities Commission of Nevada ("Commission");

WHEREAS, Applicant owns or controls and has "Service," as defined in and governed by Rule 9 of Utility's filed and approved tariff, for the provision of service by Utility to the premises described as follows: DURANGO & VEGAS DR SW COR.

NOW, THEREFORE, it is agreed by and between the Parties as follows:

This Agreement, made and entered between **NEVADA POWER COMPANY**, a Nevada Corporation, party of the first part, hereinafter called 'Utility', and City of Las Vegas, party of the second part, hereinafter called 'Applicant'.

WITNESSETH

A. The Applicant has requested service which requires an advance payment to the UTILITY in the form of a contribution in aid of construction. The required advance is a non-refundable amount, subject to an estimate to actual cost True-up, as defined in Rule 9 section A -7, for the amount of \$ 36,426.00 (inclusive of tax) to provide service. A "Project Cost Work Sheet" is included, a copy of which is attached hereto as "**Exhibit B**", and is made a part hereof. The service work rendered upon the UTILITY facilities, as shown on the Design attached hereto as "**Exhibit A**" and made a part hereof.

B. THIS AGREEMENT shall be in full force and effect when duly signed and dated by the appropriate representative of the Utility. A copy will be mailed to Applicant at Applicant's address.

NON-REFUNDABLE CONTRIBUTION IN AID OF CONSTRUCTION AGREEMENT

Contract: **CIAC0000175723A**
Project No: **0000175723**
Date Prepared: **08/05/2004**

AGREEMENT

1. Definitions

In addition to other words and terms defined elsewhere in this Agreement, as used herein, the following words and terms have the following meanings respectively.

1.1 Acceptance: Acknowledgement that particular components of applicable drawings or work specifically corresponding to discrete specifications of UTILITY Standards are, to the best of Utility's knowledge, compliant with the applicable UTILITY Standards.

1.2 Adjustment: Without limitation, the addition to, alteration, relocation or removal of UTILITY facilities under this Agreement and as may be further described in **Exhibit "A"** and the Project. Adjustments include without limitation Betterments.

1.3 Betterment: Any deviation or upgrade in the Adjustment to an Utility facility, made primarily for the benefit and at the voluntary election of a Party, that is determined by Utility not to be in accordance with:

- i) Utility's normal design and construction practices with respect to size, type and quality of materials used that is adequate to accommodate Development's total load requirements, or
- ii) The shortest practical route deemed suitable by Utility.

1.4 Construction Allowance: The maximum amount that Utility may invest, in accordance with Rule 9, toward the Cost of Adjustments excluding Betterments and Applicant requested upgrades.

1.5 Cost or Costs: Both direct and related indirect costs attributable to performance under this Agreement.

1.6 True up: The accounting process of comparing actual design, inspection and construction cost to serve against the estimated cost originated in the design process.

- a) UTILITY Cost or Costs are determined in accordance with Utility's normal accounting system using procedures prescribed by the Public Utilities Commission of Nevada or the Federal Energy Regulatory Commission.
- b) Cost or Costs include without limitation those for such things as: labor; material acquisition, handling and storage; contractors and subcontractors; third-party attachments to UTILITY facilities; administrative and general overheads; local, state and federal taxes and assessments; Allowance for Funds Used During Construction [AFUDC], and improvements to real property that are related to Utility's facilities but not directly related to electrical requirements, such as fencing and landscaping, and will be reduced by any applicable salvage value.
- c) The application of Costs will be specified in the Agreement as an "actual" (subject to true-up), "fixed" (not subject to true-up), or "estimated."

1.7 In-Service Date: The date on which specific UTILITY facilities are released, in writing, to the jurisdiction of Utility's dispatcher.

1.8 Service Project: the Utility facilities that will be added, altered, relocated or removed, as shown in **Exhibit "A"** Utility's design provided in accordance with section 3.1 herein.

1.9 UTILITY Standards: Utility's required design, construction, material, and testing specifications as provided in writing to Applicant and as may be subsequently revised as deemed appropriate in Utility's sole discretion.

1.10 Project Agreement(s): additional written agreement(s) the Parties may enter into governing specific details of the Adjustments.

2. Description and Design of Project

2.1 Utility's Conceptual Engineering Design for the Project is provided in **Exhibit "A"** hereto. **Exhibit "A"** may be amended from time to time by the utility to reflect changes as required.

3. Project Cost, Cash Advance and True-Ups

3.1 **Exhibit "B"** hereto provides the Costs components of the Project, payable by Applicant under this Agreement. All estimated advances (exceeding \$20,000) are subject to an accounting adjustment, upon written request by the Applicant, to the Utility for a cash advance true up, per Rule 9 section A -7.

NON-REFUNDABLE CONTRIBUTION IN AID OF CONSTRUCTION AGREEMENT

Contract: **CIAC0000175723A**
Project No: **0000175723**
Date Prepared: **08/05/2004**

4. Applicant's Obligations

4.1 Applicant will pay all Costs as specified in **Exhibit "B"**.

4.2 The Applicant and its agents will perform in accordance with all applicable laws, ordinances, rules, regulations, standards, and codes and must comply with Utility's Standards, the National Electric Code, the National Electric Safety Code, and all other federal, state and local requirements that may apply.

4.3 Applicant is liable to UTILITY for any damage to Utility's facilities caused by Applicant or Applicant's agents. Applicant will pay Utility all reasonable Costs incurred to repair any such damage.

4.4 Applicant will pay Utility's invoices within 30 days of receipt.

4.5 Applicant understands that Utility relies on information provided by the Applicant when performing its obligations under this Agreement. Notwithstanding anything to the contrary herein, the Applicant assumes all responsibilities and liabilities for repair, replacement, modification or other work to facilities:

- a) Resulting from or arising out of;
 - i. Incomplete or inaccurate data and other information supplied to Utility by Applicant, or
 - ii. Changes effecting the accuracy or completeness of data or information after it is supplied to Utility by Applicant; or
- b) That were installed based on surveys or staking provided by the Applicant or Applicant's agents that are found to be located outside the recorded property rights granted for such facilities

4.6 For facilities installed by the Applicant:

- a) Applicant will allow Utility to inspect the construction or installation of such facilities for Acceptance.
- b) Applicant assumes all responsibilities and liabilities for such facilities until Utility's Acceptance, in addition to providing the guarantees in Section 6.

4.7 If Applicant fails to complete the Development, terminates or, as determined by Utility, significantly curtails or reduces electric service thereto during the depreciable life of the facilities installed under **Exhibit "A"**, then within 60 days of written notification by the Utility, the Applicant must pay reduction of service or termination charges in accordance with Rule 9. Section A-25.

5. Property Rights

5.1 Applicant will, without cost to UTILITY, grant, or obtain for UTILITY, all property rights, such as easements, conveyances, deeds, permits and rights-of-way, that UTILITY deems it requires for the UTILITY facilities or any portion thereof, affected under this Agreement.

5.2 UTILITY is not obligated to commence construction of any facilities until the required property rights are permanently granted to UTILITY in a manner that is satisfactory to UTILITY as to both location and form.

5.3 All facilities constructed and equipment installed by the Applicant under this Agreement will become property owned, maintained, and controlled by the UTILITY upon Utility's Acceptance.

5.4 The obligations of property rights contained herein shall survive any termination of this Agreement.

6. Guarantees

6.1 Applicant guarantees, regardless of Utility's Acceptance, all work performed and all material furnished under this Agreement against defects in materials and workmanship for a period of 1 year beginning with the In-Service Date of the applicable facilities and equipment.

6.2 UTILITY may, at its option and upon written notice to Applicant, either itself remedy or require Applicant to remedy any defect in materials or workmanship that develop during the one-year period. Should UTILITY choose to remedy such defect, Applicant will pay UTILITY all Costs incurred.

6.3 Where the Applicant has requested the Utility to install electric facilities prior to the establishment of final grade or the alignment of roads, streets, or alleys, or in unimproved areas, the Applicant shall be responsible for the relocation or modification of any electric facilities where any conflict in accordance with Rule 9 Section A -10.

NON-REFUNDABLE CONTRIBUTION IN AID OF CONSTRUCTION AGREEMENT

Contract: CIAC0000175723A
Project No: 0000175723
Date Prepared: 08/05/2004

7. Defaults

7.1 If a Party ("Defaulting Party") fails to comply with the terms and conditions of this Agreement and the failure continues for 30 days after the Defaulting Party receives written notice of such failure from the other Party ("Non-Defaulting Party"), then the Non-Defaulting Party is entitled to declare the Defaulting Party in default and is entitled to all remedies authorized by law, with the exception that Utility's failure to achieve any scheduled date is not an event of default.

8. Confidentiality

8.1 The Parties may exchange information to be used in complying with the Agreement. Some or all of this information, including but not limited to, oral information, documents, files, drawings, and data, may be confidential.

8.2 Any such information that a Party wants to be treated as "Confidential Information" under this Agreement, must be labeled as confidential on each written document or designated as confidential in writing for such information exchanged orally.

8.3 Each Party shall protect all information designated as "Confidential Information" in a reasonable manner, with no fewer protections than it uses to protect its own confidential information.

8.4 Upon request by either Party, the other Party must promptly either return to the requesting Party, or certify the destruction of, all Confidential Information provided to the non-requesting Party, together with all copies and extracts.

8.5 If the disclosure of any information identified as "Confidential Information" is requested or required by any court or administrative body by either Party, then the other Party must be promptly notified and is authorized to seek a protective order preventing or limiting disclosure.

9. Force Majeure

9.1 Neither Party is liable to the other, for any delay or non-performance due solely to causes beyond the Party's control for the period that such cause exists.

- a) Causes beyond a Party's control may be referred to as Force Majeure Events and include such things as: acts of God, fire, flood or other catastrophes, adverse weather conditions, material or facility shortages, the imposition of any governmental codes, ordinances, laws, rules, regulations or restrictions, national emergencies, insurrections, riots, wars, or strikes, lock-outs, work stoppages or other labor difficulties.
- b) An act or omission is not deemed to be beyond a Party's control if it is:
 - i. Related to any payment obligation,
 - ii. Caused by normal wear and tear, or
 - iii. Committed, omitted or caused by that Party, its agents, or affiliates.

9.2 If a Force Majeure Event is claimed by a Party, then that Party must:

- a) Give written notice to the other Party describing the particulars of the occurrence as soon as reasonably practicable after the beginning of said occurrence.
- b) Give the other Party adequate assurances that the suspension of performance will be of no greater scope and of no longer duration than is required by the Force Majeure Event. Such assurances must include explanation of the remedial action to be taken and the projected time period necessary to correct the Force Majeure Event.
- c) Give immediate written notice to the other Party when the Party is able to resume performance of its obligations under this Agreement.

9.3 All such notices must be accompanied with complete information sufficient to enable the Party receiving the notice to evaluate the correctness of the matters asserted therein. The failure of a Party to comply with these requirements is an event of default.

**NON-REFUNDABLE CONTRIBUTION IN AID
OF CONSTRUCTION AGREEMENT**

Contract: **CIAC0000175723A**

Project No: **0000175723**

Date Prepared: **08/05/2004**

10. Representations

10.1 Applicant represents that to its knowledge as of the date of this Agreement, there are no actions, suits or proceedings pending or threatened against Applicant in any court or before any administrative agency that would prevent its performance under this Agreement.

10.2 Each Party represents and warrants that the person executing this Agreement on its behalf has full power and authority to enter into this Agreement.

11. Precedence

11.1 This Agreement is made by Utility pursuant to its currently effective rules filed with and approved by the Commission. Those rules supersede any portion of this Agreement should a conflict arise. This Agreement is, at all times, subject to such changes or modifications by the Commission as the Commission may from time to time direct in the exercise of its jurisdiction.

11.2 This Agreement supersedes all prior negotiations, representations and agreements, whether oral or written, between the Parties relating to this Agreement. Any promise or representation relative to this Agreement that is not specifically set forth in this Agreement binds neither Party.

12. Miscellaneous Provisions

12.1 Indemnity: Applicant agrees to indemnify and save harmless UTILITY from any and all claims or losses that result or arise from, construction activities taken by or on behalf of the Applicant including, without limitation, trenching, conduit installation, and backfill.

12.2 Assignment: This Agreement will be binding upon the trustees, successors and assigns of both Parties effective upon receipt of written consent of the non-assigning Party, such consent not to be unreasonably withheld. Except that either Party may assign this Agreement with written notice but without the consent of the other Party, to any successor corporation in any merger or to a company which it controls, is controlled by, or is under common control with.

12.3 Limitation of Damages: Notwithstanding anything to the contrary, a Party is not liable to the other Party for any punitive, consequential, indirect, exemplary or incidental damages, including, without limitation, damages based upon lost revenues or profits. This limitation on damages shall not apply to indemnification claims pursuant to Section 12.1.

12.4 Choice of Law and Venue: This Agreement will be interpreted and enforced in accordance with Nevada law, excluding its conflict of law rules. The venue for any disputes between the Parties that are beyond the scope of the Commission's jurisdiction is any proper court located in Clark County, Nevada.

12.5 Waiver: A Party's failure to enforce any of the provisions of this Agreement or to require performance by the other Party of any of its provisions will not be construed as a waiver of such provisions, nor in any way construed to affect the validity of this Agreement or any part hereof, or the right of any Party thereafter to enforce each and every provision of the Agreement.

12.6 Independent Contractor: Each Party is not and will not be deemed to be, for any purpose, the agent, representative, contractor or employee of the other by reason of this Agreement.

12.7 Integration and Modification: If an ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by the Parties and no presumption or burden of proof will arise favoring or disfavoring any Party by virtue of authorship of any of the provisions of this Agreement.

12.8 Each Party has taken all actions as may be necessary or advisable and proper to authorize this Agreement, the execution and delivery hereof, and the consummation of transactions contemplated hereby.

13. Term And Termination

13.1 This Agreement is effective on the date signed by both Parties and will remain in effect until all obligations hereunder are satisfied unless otherwise stated.

13.2 Any default, expiration, or termination of this Agreement does not release a Party from any liability or obligation to the other Party for:

- a) Utility's claims based on Applicant's Section 4.5 obligations;

**NON-REFUNDABLE CONTRIBUTION IN AID
OF CONSTRUCTION AGREEMENT**

Contract: **CIAC0000175723A**

Project No: **0000175723**

Date Prepared: **08/05/2004**

- b) Payment of reduction of service or termination charges in accordance with Section 4.7.
- c) Any indemnification claim that arises pursuant to Section 12.1;
- d) Payment of any amounts due prior to or resulting from termination.

14. Notices

14.1 All written notices, payments, or other official correspondence related to this Agreement may be sent by any method with the exception that notices of default in accordance with Section 7 must be sent using a method that provides documentation of delivery. Notices are effective and deemed to have been received as documented by the method of delivery, upon presentation if hand-delivered, or on the third business day following deposit for transmittal for any delivery method that does not provide documentation of delivery.

14.2 The Parties will send all written notices required in this Agreement to the addresses stated below, which may be revised at any time by providing written notice to the other Party of such change.



**NON-REFUNDABLE CONTRIBUTION IN AID
OF CONSTRUCTION AGREEMENT**

Contract: **CIAC0000175723A**
Project No: **0000175723**
Date Prepared: **08/05/2004**

	UTILITY	Applicant
Address	6226 W. Sahara Ave. Las Vegas, NV 89146	400 east Stewart las vegas, NV 89101
Mailing Address	NORTH DISTRICT OFFICE 2215 E. LONE MOUNTAIN RD LAS VEGAS, NV 89031	
	MS: 10	
Tax ID #		88-6000-1-98
Project Coordinator	MANUEL OROCEO	City of Las Vegas
Telephone	702/657-4316	
Cellular Telephone		
FAX		
Email Address	MO11903	

IN WITNESS WHEREOF, the Parties hereto execute this Agreement as of the date set forth above.

NEVADA POWER COMPANY

By: *Robert Pennington*

Name: ROBERT PENNINGTON

Title: Team Leader, New Business LVN

Date: 9/27/04

City of Las Vegas

By: *Oscar B. Goodman*

Name: OSCAR B. GOODMAN

Representing: CITY OF LAS VEGAS

Title: MAYOR

Date: 10-22-04

Attest:

By: *Barbara Jo Rokemus*

BARBARA JO ROKEMUS, City Clerk

APPROVED AS TO FORM:

Thomas R. Green 9/29/04
Date

NEVADA POWER COMPANY
CONTRIBUTIONS IN AID OF CONSTRUCTION (CIAC) / TAX CALCULATION

Customer: _____

Project Name: DURANGO/VEGAS SWITCH RELOC

Project ID: 0000175723

Contract No.: _____

Tax ID: _____

Version: 1

This tax is required pursuant to an order issued on December 20, 1988 by the Public Service Commission of Nevada, which adopted by reference Section 118 of the Internal Revenue Code as amended on October 22, 1986 by the Tax Reform Act of 1986. In accordance with this ruling, all contributions by the customer in aid of construction, including the cash advances and the estimated value of non-cash contributions, made after January 25, 1989, must be increased to reflect the Utility's then current income tax liability.

The current tax rate is: 16.7000%

A) REFUNDABLE TAXABLE AMOUNT (252.000)

- ☐ CONTRACTS - LEA, MP _____
☐ ATTACH TO AN EXISTING LE/LEA/MP _____
☐ PRE-DESIGN _____

Total: 0

B) REFUNDABLE TAX (253.000)

(A) X 16.7000 = 0

D) NON-REFUNDABLE TAX (253.030)

(C) X 16.7000 = 4,947

C) NON-REFUNDABLE TAXABLE AMOUNT (107.000)

- ☒ CONTRACT - CIAC OVER 20,000 29,622
☐ CIAC (RELOCATION) UNDER 20,000 _____
☐ CUSTOMER PAID OT _____
☐ UTILITY SHARED TRENCH _____
☐ CUSTOMER REVISION _____
☐ CUSTOMER UPGRADE _____
☐ ATTACHMENT TO EXISTING LE/MP 0

Total: 29,622

E) NON-REFUNDABLE (NON CASH) TAX (253.090)

TAX ON NON-CASH CONTRIBUTIONS IN AID OF
CONSTRUCTION (TRENCH TAX)

Estimated value of non-cash contribution 8,849 X 16.7000

(Trench Tax) = 1,478

F) REFUNDABLE / NON-TAXABLE AMOUNT (252.000)

Total: 0

G) NON-REFUNDABLE / NON-TAXABLE AMOUNT (107.000)

- ☐ FOR THE PUBLIC GOOD / TAX EXEMPT OVER _____
☐ FOR THE PUBLIC GOOD / TAX EXEMPT UNDER _____
☐ TEMPORARY POWER _____
☐ CUSTOMER PAID OT _____
☐ CUSTOMER REVISION _____

Total: 0

H) NON-REFUNDABLE / NON-TAXABLE AMOUNT (108.000)

- ☒ CONTRACT CIAC REMOVAL OVER 20,000 379
☐ NO CONTRACT REMOVAL UNDER 20,000 _____
☐ CUSTOMER PAID OT _____
☐ CUSTOMER REVISION _____

Total: 379

Total A) REFUNDABLE TAXABLE (252.000)

Total B) REFUNDABLE TAX (253.000)

Total C) NON-REFUNDABLE TAXABLE (107.000)

Total D) NON-REFUNDABLE TAX (253.030)

Total E) NON-REFUNDABLE TAX (253.090)

Total F) REFUNDABLE / NON-TAXABLE (252.000)

Total G) NON-REFUNDABLE / NON-TAXABLE (107.000)

Total H) NON-REFUNDABLE / NON-TAXABLE (108.000)

Total Advance

A = 0

B = 0

C = 29,622

D = 4,947

E = 1,478

F = 0

G = 0

H = 379

Customer Advance = 36,426

Please make check payable to Nevada Power Company.

Refundable advance plus the proportionate tax effect will be refunded under the terms and conditions of the contract and Rule 9. Taxes collected on nonrefundable advances are not subject to refund.

CUSTOMER: _____

Date: _____

NEVADA POWER COMPANY: _____

Date: _____

Rev. 08/08/01

NEVADA POWER COMPANY
PROJECT COST WORKSHEET ("Exhibit B")

Project ID: 0000175723 Title: DURANGO/VEGAS SWITCH RELOC Units: 0 KVA: 0
 Contract Type: CIAC Contract Coordinator: MANUEL OROCEO Version Nbr: 1

COST ESTIMATE SUMMARY

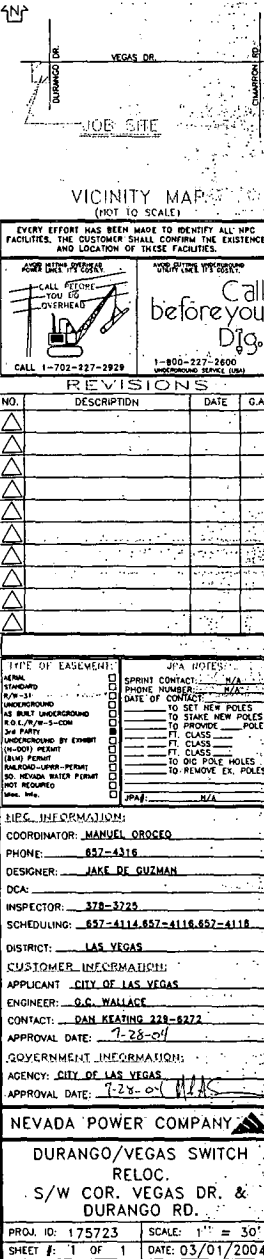
Cost Estimate Category	Total Cost Estimate	Total Applicant Cost	Applicant Non-Refundable	NPC Responsibility
Labor & Overhead	\$12,503	\$12,503	\$12,503	\$0
Material & Overhead	\$17,498	\$17,498	\$17,498	\$0
DCA	\$0	\$0	\$0	\$0
Trenching	\$0	\$0	\$0	\$0
Permits	\$0	\$0	\$0	\$0
Salvage	\$0	\$0	\$0	\$0
Total	\$30,001	\$30,001	\$30,001	\$0

ADVANCE CALCULATION

Cost Item	Refundable Cost	Cost Item	Non-Refundable Cost
Applicant Refundable Cost	\$0	Applicant Non-Refundable Cost	\$30,001
Equal Participant	\$0	Applicant Non-Refundable (Not Subject To Allowance.)	\$0
Proportionate Share	\$0	Non-Refundable	\$30,001
Refund Subject To Allowance	\$0	(Subject To Allowance)	
Allowance	\$0	Excess Allowance	\$0
Adjusted Applicant Cost	\$0	Adjusted Non-Refundable	\$30,001
		Less Upgrade	
		Applicant Non-Ref. (Not Subj Allow)	\$0
		Attachments To Existing (LE/MP)	\$0
Total Refundable	\$0	Revisions Not Collected	\$0
		Total Non-Refundable Cost	\$30,001

ADVANCE SUMMARY

Refundable Advance		Current Tax Rate	16.7000%
Non-Taxable Advance	\$0		
Taxable Advance	\$0	Total Non-Taxable	\$379
Tax	\$0	Total Taxable (Less Tax)	\$29,622
Total Refundable Advance	\$0	Total Tax	\$6,425
Non-Refundable Advance		Total Advance	\$36,426
Non-Taxable Advance	\$379		
Taxable Advance	\$29,622		
Tax	\$4,947		
Trench Tax	\$1,478		
Total Non-Refundable Advance	\$36,426		
Total Advance	\$36,426		

[illegible]



DESIGN APPROVAL AGREEMENT

Project No. 175723

Date Prepared: 9/27/04

Project Name:
Durango/Vegas Switch

BASIS

Applicant has reviewed the Design (attached) prepared by Utility, with notes and Utility standards referenced therein. Applicant is required to reimburse the Utility for reasonable design preparation cost if project is not constructed within one year of design approval per Rule 9 section A - 2.

Applicant agrees that the locations of facilities is appropriately indicated on the design, and/or applicable Utility standards and is to be installed as specifically noted relative to such landmarks and in accordance with Utility's construction standards. Applicant acknowledges receipt of and/or understanding of Utility's construction standards and associated Rules and Tariffs for service.

Applicant agrees that Design is appropriate for providing electric service per Applicant's request and hereby accepts the type and location of Utility's facilities, and agrees to grant Utility unrestricted rights of way for Utility facilities located on Applicant's property, and access thereto.

Applicant acknowledges that this design is preliminary, and subject to the acquisition of applicable easements and permits, and the approval of applicable government entities. Accordingly, Applicant accepts complete responsibility for any work performed peculiar to such design prior to obtaining such applicable approvals and written approval is provided herein below by Utility.

Initial Applicant Approval:

Mark A. Sorensen

Date:

9-28-04

Applicant may authorize a representative to approve design.

Revisions:

1.) Description: _____

Applicant Approval: _____ Date: _____

2.) Description: _____

Applicant Approval: _____ Date: _____

3.) Description: _____

Applicant Approval: _____ Date: _____

GOVERNMENT APPROVAL:

The governmental entity having jurisdiction hereby acknowledges that the design ("Design") submitted by Utility has been approved for construction.

Signed:

Mark A. Sorensen

Date:

9-28-04

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 20, 2004

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD GOECKE

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of a Rule 9 Line Extension Agreement with Nevada Power Company for the installation of utility for electric services to provide power for streetlights at the Elkhorn Overpass over US95 construction project (\$13,526 - Regional Transportation Commission [RTC]) - Ward 6 (Mack)

Fiscal Impact:

☐	No Impact	Amount:	\$13,526.00
☒	Budget Funds Available	Dept./Division:	Public Works/City Engineer
☐	Augmentation Required	Funding Source:	RTC

PURPOSE/BACKGROUND:

The City is constructing the Elkhorn Overpass over US95 in conjunction with the Nevada Department of Transportation. This agreement is necessary so that Nevada Power Company can provide service for streetlights to be constructed with the project.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Rule 9 Line Extension Agreement

MOTION:

REESE - APPROVED Items 3-5 and 7-44 as recommended - UNANIMOUS

Item 6: APPROVED under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:24 - 9:26)

1-661

LINE EXTENSION AGREEMENT

Contract No: LEA0000176270A

Project No: 0000176270

Date Prepared: 08/09/2004

BASIS

WHEREAS, Utility owns and operates electric transmission and distribution facilities and provides electric service within Clark and Nye Counties, Nevada, in accordance with a tariff filed with and approved by the Public Utilities Commission of Nevada ("Commission");

WHEREAS, Applicant owns or controls and has requested an "Extension" or "Line Extension," as defined in and governed by Rule 9 of Utility's filed and approved tariff, for the provision of service by Utility to the premises described as follows:

NOW, THEREFORE, it is agreed by and between the Parties as follows:

This Agreement, made and entered between **NEVADA POWER COMPANY**, a Nevada Corporation, party of the first part, hereinafter called 'Utility', and City of Las Vegas, party of the second part, hereinafter called 'Applicant'.

WITNESSETH

A. Applicant has applied to the Utility for the electric services at the following described property owned or controlled by Applicant, located in the County of Clark, State of Nevada, to-wit: ELKHORN RD.

B. The parties agree that said line extension shall be installed in accordance with the rule of the Commission, Utility's Rule No. 9, effective January 31, 2003. In order to provide such service, it will be necessary for the Utility to extend its lines a distance of 0 feet, as shown on the service design identified as ELKHORN OVERPASS S/L SVC. which is attached hereto as "**Exhibit A**" and made a part hereof. Applicant shall provide Utility with easements as required by Rule 9.

C. Utility estimates the design and construction of the Line Extension to be \$13,526.00. The amount advanced by Applicant ("Advance") upon execution of this Agreement is \$10,301.00 and is subject to the following:

That portion of Advance subject to refund, inclusive of tax per Rule 9 section B - 4 is \$8,209.00.

That portion of Advance, inclusive of tax, that is defined as a non-refundable Contribution In Aid of Construction (customer upgrades, relocations and removals) is \$0.00.

That portion of Advance, a non-cash contribution in aid of construction tax (trenching and substructures), that is not subject to refund is \$2,092.00 Per Rule 9 Section A-7.

All amounts required to be advanced by Applicant as referenced herein are subject to, and include, a tax gross-up as required pursuant to Utility's Rule 9, Section A - 18, as shown on the Contribution In Aid of Construction (CIAC) / Project Cost Worksheet, hereto as "**Exhibit B**" and made a part hereof.

The allowance pursuant to Rule 9, Section B - 3 is \$6,480.00.

D. The proportionate share advance, not discussed elsewhere, and which is subject to refund is to become a proportionate participant in an existing line extension, inclusive of the refundable advance. Contracts now in effect which this applicant now becomes a proportionate participant as per Rule 9, Section A - 16 are:

<u>Contract No.</u>	<u>Dated</u>	<u>Expiration</u>	<u>Title</u>

RULE 9
LINE EXTENSION AGREEMENT

Contract No: **LEA0000176270A**

Project No: **0000176270**

Date Prepared: **08/09/2004**

E. THIS AGREEMENT shall be in full force and effect when duly signed and dated by the appropriate representative of the Utility. A copy will be mailed to Applicant at Applicant's address.

THIS CONTRACT IS CONTINGENT TO PROJECTS and / or completion of PROJECTS as Listed:

<u>Project No.</u>	<u>Initiated</u>	<u>Title</u>

AGREEMENT

1. Definitions

In addition to other words and terms defined elsewhere in this Agreement, as used herein, the following words and terms have the following meanings respectively.

1.1 Acceptance: Acknowledgement that particular components of applicable drawings or work specifically corresponding to discrete specifications of UTILITY Standards are, to the best of Utility's knowledge, compliant with the applicable UTILITY Standards.

1.2 Adjustment: Without limitation, the addition to, alteration, relocation or removal of UTILITY facilities under this Agreement and as may be further described in **Exhibit "A"** and the Project. Adjustments include without limitation Betterments.

1.3 Betterment: Any deviation or upgrade in the Adjustment to an Utility facility, made primarily for the benefit and at the voluntary election of a Party, that is determined by Utility not to be in accordance with:

- i) Utility's normal design and construction practices with respect to size, type and quality of materials used that is adequate to accommodate Development's total load requirements, or
- ii) The shortest practical route deemed suitable by Utility.

1.4 Construction Allowance: The maximum amount that Utility may invest, in accordance with Rule 9, toward the Cost of Adjustments excluding Betterments and Applicant requested upgrades.

1.5 Cost or Costs: Both direct and related indirect costs attributable to performance under this Agreement.

- i) UTILITY Cost or Costs are determined in accordance with Utility's normal accounting system using procedures prescribed by the Public Utilities Commission of Nevada or the Federal Energy Regulatory Commission.
- ii) Cost or Costs include without limitation those for such things as: labor; material acquisition, handling and storage; contractors and subcontractors; third-party attachments to UTILITY facilities; administrative and general overheads; local, state and federal taxes and assessments; Allowance for Funds Used During Construction [AFUDC], and improvements to real property that are related to Utility's facilities but not directly related to electrical requirements, such as fencing and landscaping, and will be reduced by any applicable salvage value.
- iii) The application of Costs will be specified in the Agreement as an "actual" (subject to true-up), "fixed" (not subject to true-up), or "estimated."

1.6 In-Service Date: The date on which specific UTILITY facilities are released, in writing, to the jurisdiction of Utility's dispatcher.

1.7 Line Extension Project: the Utility facilities that will be added, altered, relocated or removed, as shown in **Exhibit "A"** Utility's design provided in accordance with section 3.1 herein.

1.8 UTILITY Standards: Utility's required design, construction, material, and testing specifications as provided in writing to Applicant and as may be subsequently revised as deemed appropriate in Utility's sole discretion.

LINE EXTENSION AGREEMENT

Contract No: **LEA0000176270A**

Project No: **0000176270**

Date Prepared: **08/09/2004**

2. Description and Design of Line Extension Project

2.1 Utility's Conceptual Engineering Design for the Line Extension Project is provided in Exhibit "A" hereto. Exhibit "A" may be amended from time to time by Utility to reflect changes.

3. Project Cost, Cash Advance and Refunds

3.1 Exhibit "B" hereto provides the components of the Costs of the said Line Extension Project. Payable by Applicant under this Agreement per the guidelines set forth in Rule 9.

3.2 Refunds: All refundable advances may not receive a 100% refund from original advance amount, refunds are based on allowances and proportionate share connections

4. Applicant's Obligations

4.1 Applicant will pay all Costs as specified in Exhibit "B".

4.2 The Applicant and its agents will perform in accordance with all applicable laws, ordinances, rules, regulations, standards, and codes and must comply with Utility's Standards, the National Electric Code, the National Electric Safety Code, and all other federal, state and local requirements that may apply.

4.3 Applicant is liable to UTILITY for any damage to Utility's facilities caused by Applicant or Applicant's agents. Applicant will pay Utility all reasonable Costs incurred to repair any such damage

4.4 Applicant will pay Utility's invoices within 30 days of receipt.

4.5 Applicant understands that Utility relies on information provided by the Applicant when performing its obligations under this Agreement. Notwithstanding anything to the contrary herein, the Applicant assumes all responsibilities and liabilities for repair, replacement, modification or other work to facilities, resulting from or arising out of:

- i. Incomplete or inaccurate data and other information supplied to Utility by Applicant, or
- ii. Changes effecting the accuracy or completeness of data or information after it is supplied to Utility by Applicant; or
- iii. That were installed based on surveys or staking provided by the Applicant or Applicant's agents that are found to be located outside the recorded property rights granted for such facilities

4.6 For facilities installed by the Applicant:

- a) Applicant will allow Utility to inspect the construction or installation of such facilities for Acceptance.
- b) Applicant assumes all responsibilities and liabilities for such facilities until Utility's Acceptance, in addition to providing the guarantees in Section 6.

4.7 If Applicant fails to complete the Development, terminates or, as determined by Utility, significantly curtails or reduces electric service thereto during the depreciable life of the facilities installed under Exhibit "A", then within 60 days of written notification by the Utility, the Applicant must pay reduction of service or termination charges in accordance with Section A.25 of Rule 9.

5. Property Rights

5.1 Applicant will, without cost to UTILITY, grant, or obtain for UTILITY, all property rights, such as easements, conveyances, deeds, permits and rights-of-way, that UTILITY deems it requires for the UTILITY facilities or any portion thereof, affected under this Agreement.

5.2 UTILITY is not obligated to commence construction of any facilities until the required property rights are permanently granted to UTILITY in a manner that is satisfactory to UTILITY as to both location and form.

5.3 All facilities constructed and equipment installed by the Applicant, as defined by "Exhibit A" under this Agreement will become property owned, maintained, and controlled by the UTILITY upon Utility's Acceptance.

5.4 The obligations of property rights contained herein shall survive any termination of this Agreement.

RULE 9
LINE EXTENSION AGREEMENT

Contract No: **LEA0000176270A**

Project No: **0000176270**

Date Prepared: **08/09/2004**

6. Guarantees

6.1 Applicant guarantees, regardless of Utility's Acceptance, all work performed and all material furnished under this Agreement against defects in materials and workmanship for a period of 1 year beginning with the In-Service Date of the applicable facilities and equipment.

6.2 UTILITY may, at its option and upon written notice to Applicant, either itself remedy or require Applicant to remedy any defect in materials or workmanship that develop during the one-year period. Should UTILITY choose to remedy such defect, Applicant will pay UTILITY all Costs incurred.

6.3 Where the Applicant has requested the Utility to install electric facilities prior to the establishment of final grade or the alignment of roads, streets, or alleys, or in unimproved areas, the Applicant shall be responsible for the relocation or modification of any electric facilities where any conflict in accordance with Section A-10 of Rule 9.

7. Defaults

7.1 If a Party ("Defaulting Party") fails to comply with the terms and conditions of this Agreement and the failure continues for 30 days after the Defaulting Party receives written notice of such failure from the other Party ("Non-Defaulting Party"), then the Non-Defaulting Party is entitled to declare the Defaulting Party in default and is entitled to all remedies authorized by law, with the exception that Utility's failure to achieve any scheduled date is not an event of default.

8. Confidentiality

8.1 The Parties may exchange information to be used in complying with the Agreement. Some or all of this information, including but not limited to, oral information, documents, files, drawings, and data, may be confidential.

8.2 Any such information that a Party wants to be treated as "Confidential Information" under this Agreement, must be labeled as confidential on each written document or designated as confidential in writing for such information exchanged orally.

8.3 Each Party shall protect all information designated as "Confidential Information" in a reasonable manner, with no fewer protections than it uses to protect its own confidential information.

8.4 Upon request by either Party, the other Party must promptly either return to the requesting Party, or certify the destruction of, all Confidential Information provided to the non-requesting Party, together with all copies and extracts.

8.5 If the disclosure of any information identified as "Confidential Information" is requested or required by any court or administrative body by either Party, then the other Party must be promptly notified and is authorized to seek a protective order preventing or limiting disclosure.

9. Force Majeure

9.1 Neither Party is liable to the other, for any delay or non-performance due solely to causes beyond the Party's control for the period that such cause exists.

a) Causes beyond a Party's control may be referred to as Force Majeure Events and include such things as: acts of God, fire, flood or other catastrophes, adverse weather conditions, material or facility shortages, the imposition of any governmental codes, ordinances, laws, rules, regulations or restrictions, national emergencies, insurrections, riots, wars, or strikes, lock-outs, work stoppages or other labor difficulties.

b) An act or omission is not deemed to be beyond a Party's control if it is:

- i. Related to any payment obligation,
- ii. Caused by normal wear and tear, or
- iii. Committed, omitted or caused by that Party, its agents, or affiliates.

9.2 If a Force Majeure Event is claimed by a Party, then that Party must:

a) Give written notice to the other Party describing the particulars of the occurrence as soon as reasonably practicable after the beginning of said occurrence.

LINE EXTENSION AGREEMENT

Contract No: **LEA0000176270A**

Project No: **0000176270**

Date Prepared: **08/09/2004**

- b) Give the other Party adequate assurances that the suspension of performance will be of no greater scope and of no longer duration than is required by the Force Majeure Event. Such assurances must include explanation of the remedial action to be taken and the projected time period necessary to correct the Force Majeure Event.
- c) Give immediate written notice to the other Party when the Party is able to resume performance of its obligations under this Agreement.

9.3 All such notices must be accompanied with complete information sufficient to enable the Party receiving the notice to evaluate the correctness of the matters asserted therein. The failure of a Party to comply with these requirements is an event of default.

10. Representations

10.1 Applicant represents that to its knowledge as of the date of this Agreement, there are no actions, suits or proceedings pending or threatened against Applicant in any court or before any administrative agency that would prevent its performance under this Agreement.

10.2 Each Party represents and warrants that the person executing this Agreement on its behalf has full power and authority to enter into this Agreement.

11. Precedence

11.1 This Agreement is made by Utility pursuant to its currently effective rules filed with and approved by the Commission. Those rules supersede any portion of this Agreement should a conflict arise. This Agreement is, at all times, subject to such changes or modifications by the Commission, as for the Commission may from time to time direct in the exercise of its jurisdiction.

11.2 This Agreement supersedes all prior negotiations, representations and agreements, whether oral or written, between the Parties relating to this Agreement. Any promise or representation relative to this Agreement that is not specifically set forth in this Agreement binds neither Party.

12. Miscellaneous Provisions

12.1 Indemnity: Applicant agrees to indemnify and save harmless UTILITY from any and all claims or losses that result or arise from, construction activities taken by or on behalf of the Applicant including, without limitation, trenching, conduit installation, and backfill.

12.2 Assignment: This Agreement will be binding upon the trustees, successors and assigns of both Parties effective upon receipt of written consent of the non-assigning Party, such consent not to be unreasonably withheld. Except that either Party may assign this Agreement with written notice but without the consent of the other Party, to any successor corporation in any merger or to a company which it controls, is controlled by, or is under common control with.

12.3 Limitation of Damages: Notwithstanding anything to the contrary, a Party is not liable to the other Party for any punitive, consequential, indirect, exemplary or incidental damages, including, without limitation, damages based upon lost revenues or profits. This limitation on damages shall not apply to indemnification claims pursuant to Section 12.1.

12.4 Choice of Law and Venue: This Agreement will be interpreted and enforced in accordance with Nevada law, excluding its conflict of law rules. The venue for any disputes between the Parties that are beyond the scope of the Commission's jurisdiction is any proper court located in Clark County, Nevada.

12.5 Waiver: A Party's failure to enforce any of the provisions of this Agreement or to require performance by the other Party of any of its provisions will not be construed as a waiver of such provisions, nor in any way construed to affect the validity of this Agreement or any part hereof, or the right of any Party thereafter to enforce each and every provision of the Agreement.

12.6 Independent Contractor: Each Party is not and will not be deemed to be, for any purpose, the agent, representative, contractor or employee of the other by reason of this Agreement.

12.7 Integration and Modification: If an ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by the Parties and no presumption or burden of proof will arise favoring or disfavoring any Party by virtue of authorship of any of the provisions of this Agreement.

RULE 9
LINE EXTENSION AGREEMENT

Contract No: **LEA0000176270A**
Project No: **0000176270**
Date Prepared: **08/09/2004**

12.8 Each Party has taken all actions as may be necessary or advisable and proper to authorize this Agreement, the execution and delivery hereof, and the consummation of transactions contemplated hereby.

13. Term And Termination

13.1 This Agreement is effective on the date signed by both Parties and will remain in effect until all obligations hereunder are satisfied unless otherwise stated Per Rule 9 section 5.

13.2 This Agreement shall commence upon the signing of the UTILITY and shall terminate without further notice five (5) years from execution date. Applicant shall not be entitled to any refunds or moneys after the termination of this Agreement per Rule 9 section 4.

13.3 Any default, expiration, or termination of this Agreement does not release a Party from any liability or obligation to the other Party for:

- a) Utility's claims based on Applicant's Section 4.5 obligations;
- b) Payment of reduction of service or termination charges in accordance with Section 4.7.
- c) Any indemnification claim that arises pursuant to Section 12.1;
- d) Payment of any amounts due prior to or resulting from termination.

14. Notices

14.1 All written notices, payments, or other official correspondence related to this Agreement may be sent by any method with the exception that notices of default in accordance with Section 7 must be sent using a method that provides documentation of delivery. Notices are effective and deemed to have been received as documented by the method of delivery, upon presentation if hand-delivered, or on the third business day following deposit for transmittal for any delivery method that does not provide documentation of delivery.

14.2 The Parties will send all written notices required in this Agreement to the addresses stated below, which may be revised at any time by providing written notice to the other Party of such change.



RULE 9
LINE EXTENSION AGREEMENT

Contract No: **LEA0000176270A**
Project No: **0000176270**
Date Prepared: **08/09/2004**

	UTILITY	Applicant
Address	6226 W. Sahara Ave. Las Vegas, NV 89146	400 east Stewart las vegas, NV 89101
Mailing Address	NORTH DISTRICT OFFICE 2215 E. LONE MOUNTAIN RD LAS VEGAS, NV 89031	
	MS: 94B	
Tax ID #		88-6000-1-98
Project Coordinator	JAMES BROWN	MARV STEIN
Telephone	702/657-4335	
Cellular Telephone		
FAX		
Email Address	JB11786	

IN WITNESS WHEREOF, the Parties hereto execute this Agreement as of the date set forth above.

NEVADA POWER COMPANY

By: David R. Benites

Name: ~~ROBERT PENNINGTON~~

DAVID R. BENITES

Title: Team Leader, New Business LVN

Date: 10-22-04

City of Las Vegas

By: Oscar B. Goodman

Name: OSCAR B. GOODMAN

Representing: CITY OF LAS VEGAS

Title: MAYOR

Date: _____

Attest:

By: Barbara Jo Ronemus
BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:

Rdats S. Zwaan 8-24-04
Date

**NEVADA POWER COMPANY
PROJECT COST WORKSHEET ("Exhibit B")**

Project ID: 0000176270 Title: ELKHORN OVERPASS S/L SVC. Units: 4 KVA: 77
Contract Type: Line Extension Agreement Coordinator: JAMES BROWN Version Number: 1

COST ESTIMATE SUMMARY				
Cost Estimate Category	Total Cost Estimate	Total Applicant Cost	Applicant Non-Refundable	NPC Responsibility
Labor & Overhead	\$4,674	\$4,674	\$0	\$0
Material & Overhead	\$8,852	\$8,852	\$0	\$0
DCA	\$0	\$0	\$0	\$0
Trenching	\$0	\$0	\$0	\$0
Permits	\$0	\$0	\$0	\$0
Salvage	\$0	\$0	\$0	\$0
Total	\$13,526	\$13,526	\$0	\$0

ADVANCE CALCULATION			
Cost Item	Refundable Cost	Cost Item	Non-Refundable Cost
Applicant Refundable Cost	\$13,526	Applicant Non-Refundable Cost	\$0
Equal Participant	\$0	Applicant Non-Refundable (Not Subject To Allowance.)	\$0
Proportionate Share	\$0	Non-Refundable (Subject To Allowance)	\$0
Refund Subject To Allowance	\$13,526	Excess Allowance	\$0
Allowance	\$6,480	Adjusted Non-Refundable Less Upgrade	\$0
Adjusted Applicant Cost	\$7,046	Applicant Non-Ref. (Not Subj Allow)	\$0
		Attachments To Existing (LE/MP)	\$0
Total Refundable	\$7,046	Revisions Not Collected	\$0
		Total Non-Refundable Cost	\$0

ADVANCE SUMMARY			
Refundable Advance		Current Tax Rate	16.5000%
Non-Taxable Advance	\$0	Total Non-Taxable	
Taxable Advance	\$7,046	Total Taxable (Less Tax)	\$7,046
Tax	\$1,163	Total Tax	\$3,255
Total Refundable Advance	\$8,209	Total Advance	\$10,301
Non-Refundable Advance			
Non-Taxable Advance	\$0		
Taxable Advance	\$0		
Tax	\$0		
Trench Tax	\$2,092		
Total Non-Refundable Advance	\$2,092		
Total Advance	\$10,301		

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 20, 2004

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

Approval of a Sewer Connection and Interlocal Contract with Clark County Water Reclamation District - Southwest Engineering on behalf of White Horse Estates, LLC, owners (northeast corner of Elkhorn Road and Torrey Pines Boulevard, APN 125-14-801-001) - 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 80 single-family dwellings located at the northeast corner of Elkhorn Road and Torrey Pines Boulevard. The owners propose to connect to the 18-inch sewer line located in Elkhorn Road. 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. Submitted after meeting - Interlocal Contract

MOTION:

REESE - APPROVED Items 3-5 and 7-44 as recommended - UNANIMOUS

Item 6: APPROVED under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:24 - 9:26)

1-661

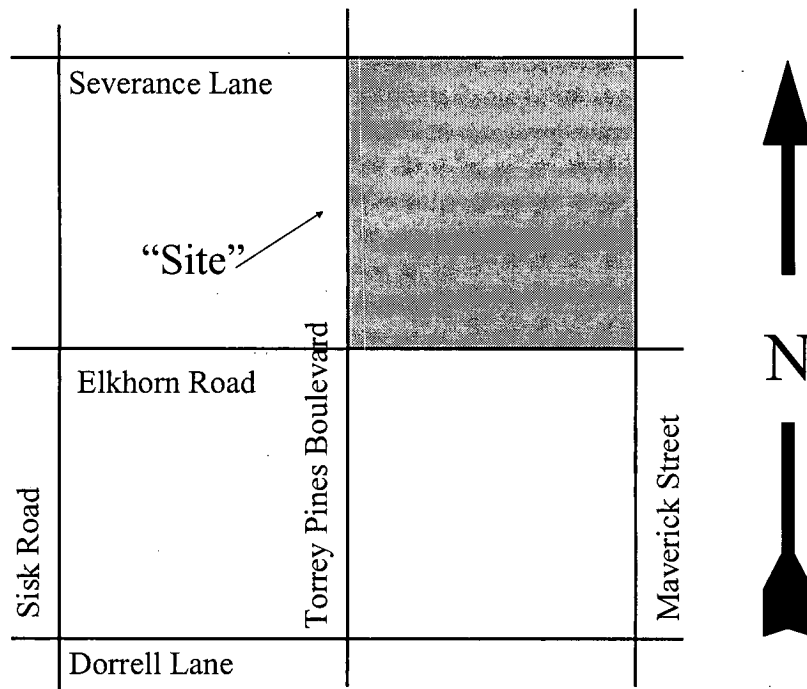
AGENDA MEMO

CITY COUNCIL MEETING DATE: OCTOBER 20, 2004

DEPARTMENT: PUBLIC WORKS

**ITEM DESCRIPTION: APPROVAL OF A SEWER CONNECTION AND
INTERLOCAL CONTRACT WITH CLARK COUNTY WATER
RECLAMATION DISTRICT – SOUTHWEST ENGINEERING ON BEHALF
OF WHITE HORSE ESTATES, LLC, OWNER, (NORTHEAST CORNER
OF TORREY PINES BOULEVARD AND ELKHORN ROAD, APN 125-14-
801-001)**

VICINITY MAP



INTERLOCAL CONTRACT

THIS CONTRACT is entered into as of the 17th day of September, 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 Whitehorse Estates LLC (approximately 40 acres -- vacant land; Parcel No. 125-14-801-001 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.

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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

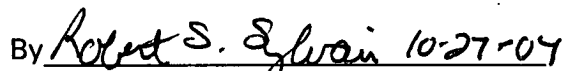
CITY OF LAS VEGAS

By 
OSCAR B. GOODMAN, Mayor

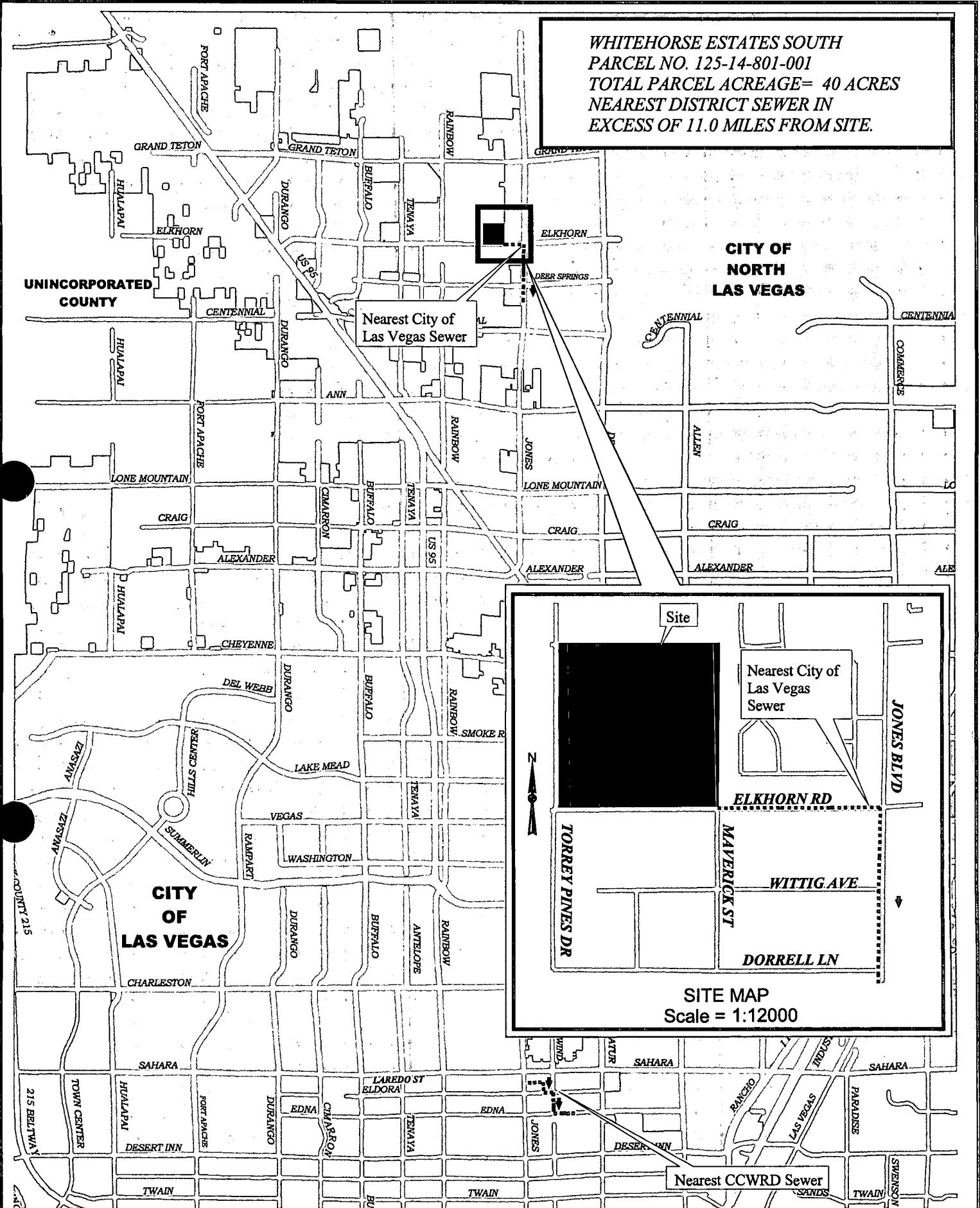
ATTEST:

By 
BARBARA JO RONEUMUS, City Clerk

APPROVED AS TO FORM:

By  10-27-04
Deputy City Attorney

**WHITEHORSE ESTATES SOUTH
PARCEL NO. 125-14-801-001
TOTAL PARCEL ACREAGE= 40 ACRES
NEAREST DISTRICT SEWER IN
EXCESS OF 11.0 MILES FROM SITE.**



Scale = 1:96000

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 20, 2004

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD GOECKE

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of an Encroachment Request from D. R. Horton, Incorporated, owner (northeast corner of Fort Apache Road and Gilcrease Avenue) - Ward 6 (Mack)

Fiscal Impact:

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

PURPOSE/BACKGROUND:

This request is for Landscaping of the medians and the west side of Fort Apache Road, the medians and the south side of Grand Teton Drive and the north side of Gilcrease Avenue adjacent to the site which will consist of landscaping and irrigation that will meet Town Center landscaping requirements for the proposed Fort Apache Ranch subdivision. 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 Fort Apache Road and Gilcrease Avenue)

MOTION:

REESE - APPROVED Items 3-5 and 7-44 as recommended - UNANIMOUS

Item 6: APPROVED under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:24 - 9:26)

1-661

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 20, 2004

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD GOECKE

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of an Encroachment Request from Slater Hanifan Group on behalf of Pardee Homes Nevada, Incorporated, owner (Tee Pee Lane between Deer Springs Way and Dorrell Lane) - Ward 6 (Mack)

Fiscal Impact:

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

PURPOSE/BACKGROUND:

This request is for landscaping on the west side of Tee Pee Lane between Deer Springs Way and Dorrell Lane consisting of landscaping and irrigation to meet Town Center landscaping requirements for the proposed Pardee Town Center Assemblage R-PD5 55 3. If approved, the applicant will be required to sign an Encroachment Agreement which has conditions of maintenance, liability and removal.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

1. Copy of Encroachment Exhibit "A" (northwest corner of Tee Pee Lane and Deer Springs Way)
2. Copy of Encroachment Exhibit "B" (Tee Pee Lane between Haley Avenue and Dorrell Lane)

MOTION:

REESE - APPROVED Items 3-5 and 7-44 as recommended - UNANIMOUS

Item 6: APPROVED under separate action (see individual item)

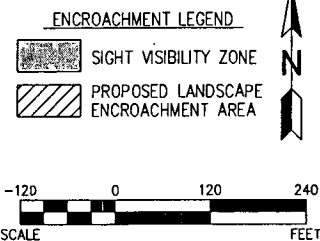
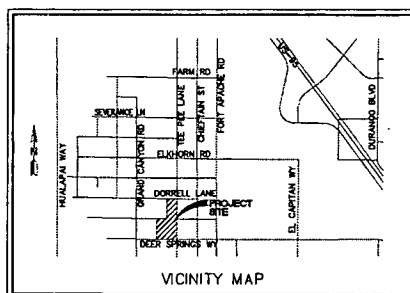
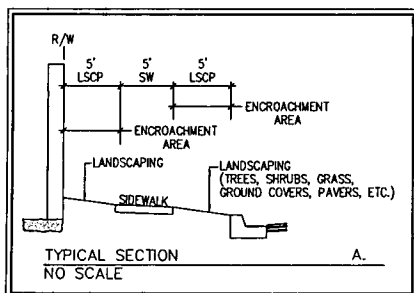
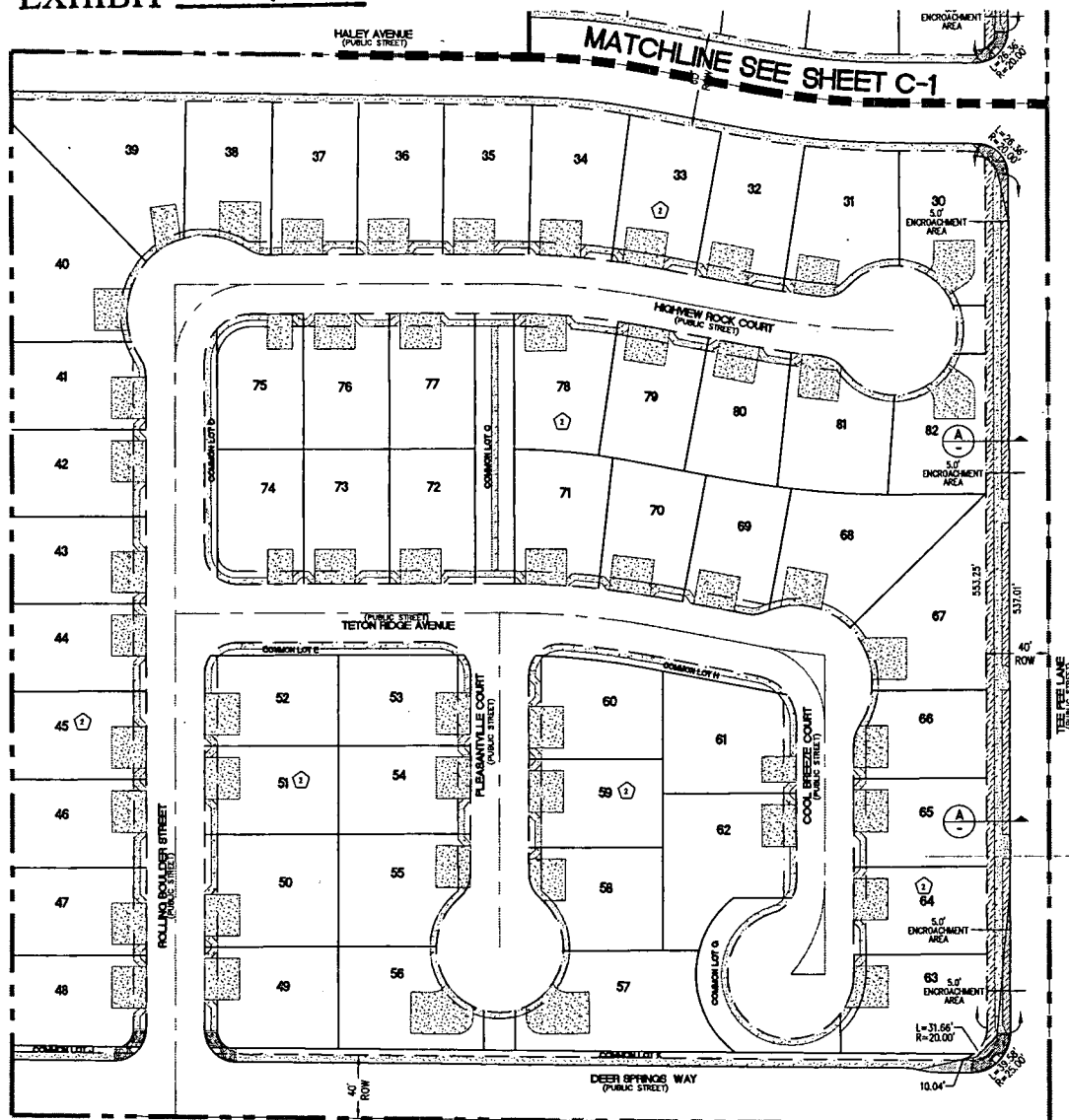
MINUTES:

There was no related discussion.

(9:24 - 9:26)

1-661

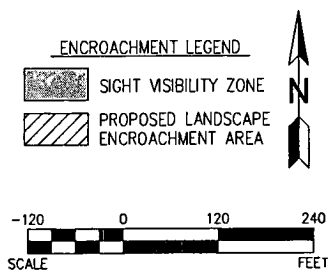
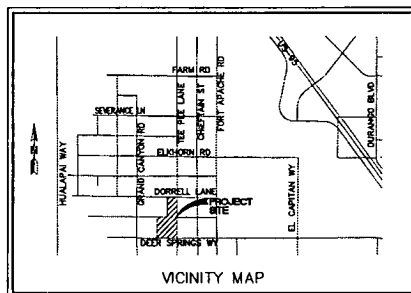
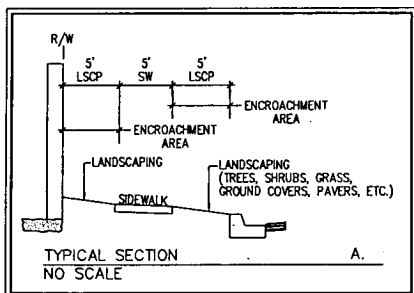
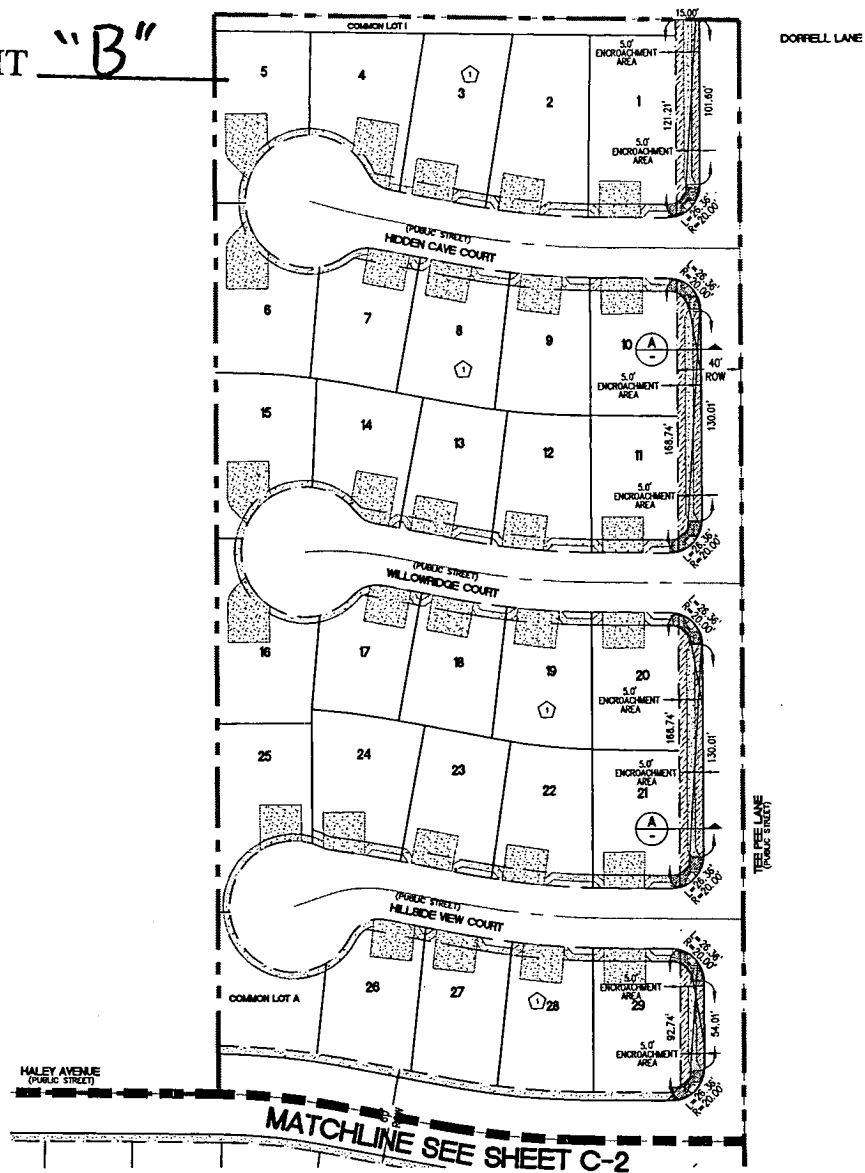
EXHIBIT "A"



PARDEE HOMES OF NEVADA TOWN CENTER R-PD5 55 NO. 3 ENCROACHMENT EXHIBIT

S-I-G SLATER
HANIFAN
GROUP
CONSULTING ENGINEERS & PLANNERS
5740 S. ARVILLE STREET #216, LAS VEGAS, NV 89118
PHONE (702) 284-5300 FAX (702) 284-5399

EXHIBIT "B"



PARDEE HOMES OF NEVADA
TOWN CENTER R-PD5 55 NO. 3
ENCROACHMENT EXHIBIT

**S-I-G SLATER
HANIFAN
GROUP**
CONSULTING ENGINEERS & PLANNERS

5740 S. ARVILLE STREET #216, LAS VEGAS, NV 89118
PHONE (702) 284-5300 FAX (702) 284-5399

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 20, 2004

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD GOECKE

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of a Sewer Connection and Interlocal Contract with Clark County Water Reclamation District - VTN Nevada on behalf of Quarterhorse Falls Estates, LLC, owners (northeast corner of Horse Drive and Mustang Street, APN 125-11-603-001 and 125-11-603-002) - 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 19 single-family dwellings located at the northeast corner of Horse Drive and Mustang Street. The owner proposes to connect to an 8-inch sewer line located in Horse Drive and provide sewer stubs to the southwest and northeast corner of the development. 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 applicant has signed a "Sewer Connection Agreement." This property is within the Clark County 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. Submitted after meeting - Interlocal Contract

MOTION:

REESE - APPROVED Items 3-5 and 7-44 as recommended - UNANIMOUS

Item 6: APPROVED under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:24 - 9:26)

1-661

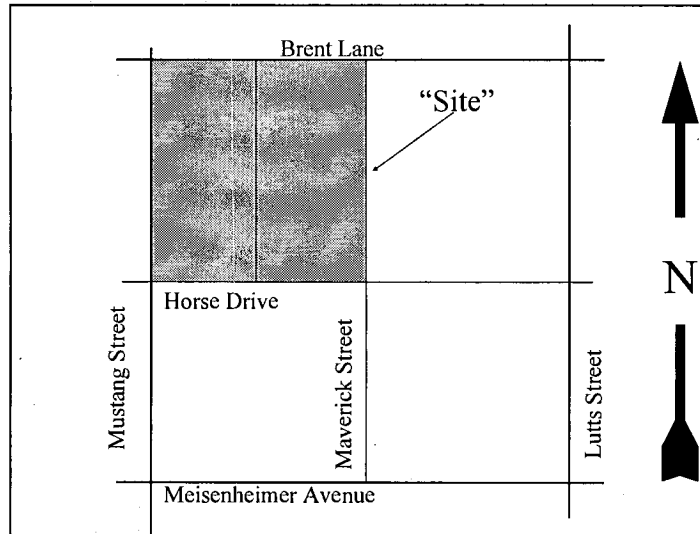
AGENDA MEMO

CITY COUNCIL MEETING DATE: OCTOBER 20, 2004

DEPARTMENT: PUBLIC WORKS

**ITEM DESCRIPTION: APPROVAL OF SEWER CONNECTION AND
INTERLOCAL CONTRACT WITH CLARK COUNTY WATER
RECLAMATION DISTRICT – VTN NEVADA ON BEHALF OF
QUARTERHOUSE FALLS ESTATES, LLC, OWNER (NORTHEAST
CORNER OF HORSE DRIVE AND MUSTANG STREET, APN 125-11-
603-001 AND 125-11-603-002)**

VICINITY MAP



INTERLOCAL CONTRACT

THIS CONTRACT is entered into as of the 10th day of September, 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 Quarterhorse Falls Estates LLC c/o Sterling S Dev., Inc. (approximately 8.82 acres -- vacant land; Parcel No. 125-11-603-001 and 002 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.

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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

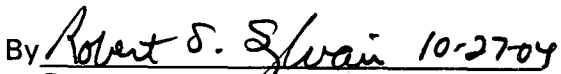
CITY OF LAS VEGAS

By 
OSCAR B. GOODMAN, Mayor

ATTEST:

By 
BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:

By  10-27-04
Deputy City Attorney

After all City of Las Vegas signatures have been added to this page, this original shall be returned to the following individual at Clark County Water Reclamation District:



Clark County Water
Reclamation District

TE
"Clean
Water Team"

CHRISTINE DUDAS
Associate Engineer

5857 E. Flamingo Road
Las Vegas, Nevada 89122
www.cleanwaterteam.com

(702) 450-4486
(702) 434-6601
Fax (702) 434-6653
cdudas@cleanwaterteam.com

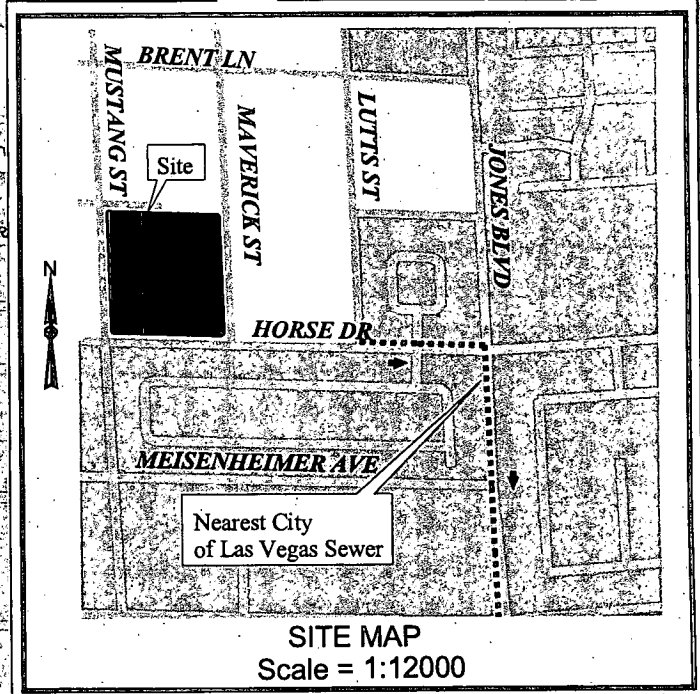
QUARTER HORSE ESTATES UNIT 3
 PARCEL NO. 125-11-603-001 & 002
 TOTAL PARCEL ACREAGE= 8.82 ACRES
 NEAREST DISTRICT SEWER IN
 EXCESS OF 12.0 MILES FROM SITE.

Nearest City of
 Las Vegas 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 20, 2004

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD GOECKE

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of an Encroachment Request from Orion Engineering and Surveying, Incorporated, on behalf of Plaster Development Company, Incorporated, owner (Shadow Lane north of Alta Drive) - Ward 5 (Weekly)

Fiscal Impact:

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

PURPOSE/BACKGROUND:

This request is for Traffic calming devices on Shadow Lane consisting of four areas of landscaping, each approximately 183 square feet with two on the east side and two on the west side. There will also be two landscaped medians of approximately 172 square feet each. The southern most median will have a monument sign. The landscaping shall consist of crushed rock for the proposed Shadow Lane Unit 1 subdivision. If approved, the applicant will be required to sign an Encroachment Agreement which has conditions of maintenance, liability and removal.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

1. Copy of Encroachment Exhibit "A" (vicinity map)
2. Copy of Encroachment Exhibit "B" (Shadow Lane)
3. Copy of Encroachment Exhibit "C" (Shadow Lane typical section)

MOTION:

REESE - APPROVED Items 3-5 and 7-44 as recommended - UNANIMOUS

Item 6: APPROVED under separate action (see individual item)

MINUTES:

There was no related discussion.

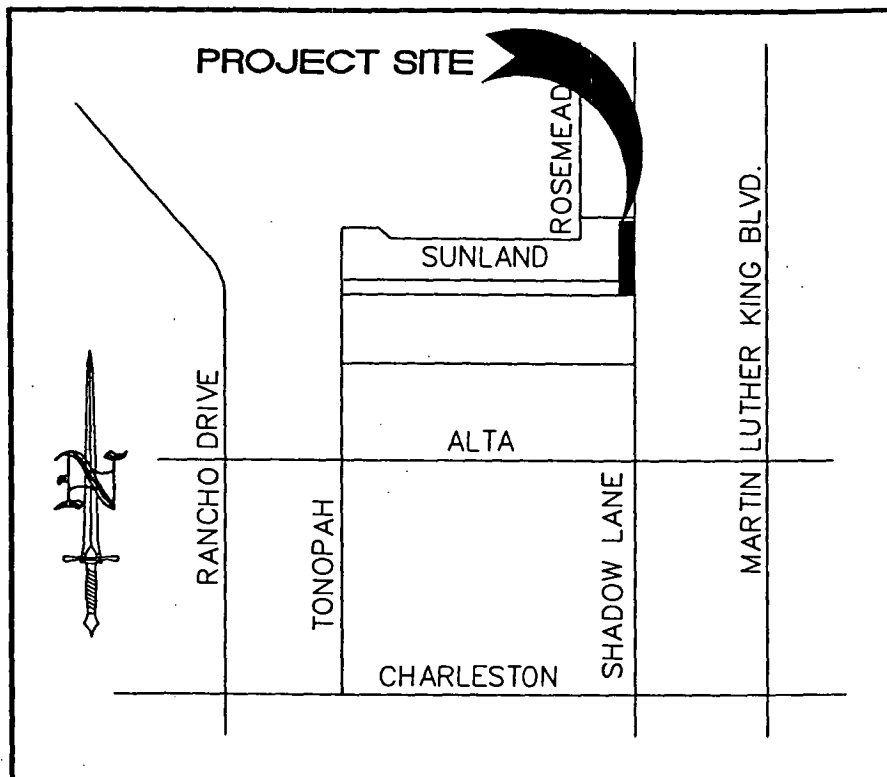
(9:24 - 9:26)

1-661

ENCROACHMENT PERMIT

A PORTION OF A 30 FOOT RIGHT OF WAY AS DEDICATED PER: BOOK 0748, INSTRUMENT NO. 0601136, OR: ALONG WITH A PORTION OF A 30 FOOT RIGHT OF WAY AS DEDICATED PER BOOK, 881027, INSTRUMENT NO. 00681, OR:

A PORTION OF THE SOUTHWEST QUARTER (SW1/4), OF THE NORTHWEST QUARTER (NW1/4), OF SECTION 33, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA



VICINITY MAP

N.T.S.

EXHIBIT "A"



ORION ENGINEERING AND SURVEYING, INC.

7391 PRAIRIE FALCON ROAD SUITE 150
LAS VEGAS, NEVADA 89128
(702) 739-5921

EXISTING CURB/GUTTER &
SIDEWALK

AREA = 183 SQ.FT.

AREA = 172 SQ.FT.

139-33-101-001

N89°48'48"E 1322.28'
PROPERTY LINE

60' R/W

23'
B/C

30'
R/W

EXISTING CURB/GUTTER &
SIDEWALK

AREA = 183 SQ.FT.

14' (TYP)

26' (TYP)

NW1/16
S. 33

13' (TYP)

AREA = 183 SQ.FT.

AREA = 183 SQ.FT.

AREA = 172 SQ.FT.

29.75' (TYP)

332.71'

SHADOW LANE

PROPERTY LINE

FUTURE CURB, GUTTER &
SIDEWALK

EXISTING CURB/GUTTER &
SIDEWALK

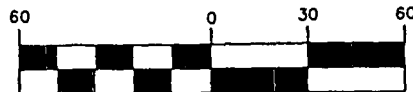
S89°52'42"W 1322.18'
PROPERTY LINE

EXHIBIT "B"



AREA OF ENCROACHMENT
PROPOSED LANDSCAPING
AREA

GRAPHIC SCALE



(IN FEET)

1 inch = 60 ft.

SHADOW LANE (PUBLIC) TYPICAL SECTION

N.T.S.

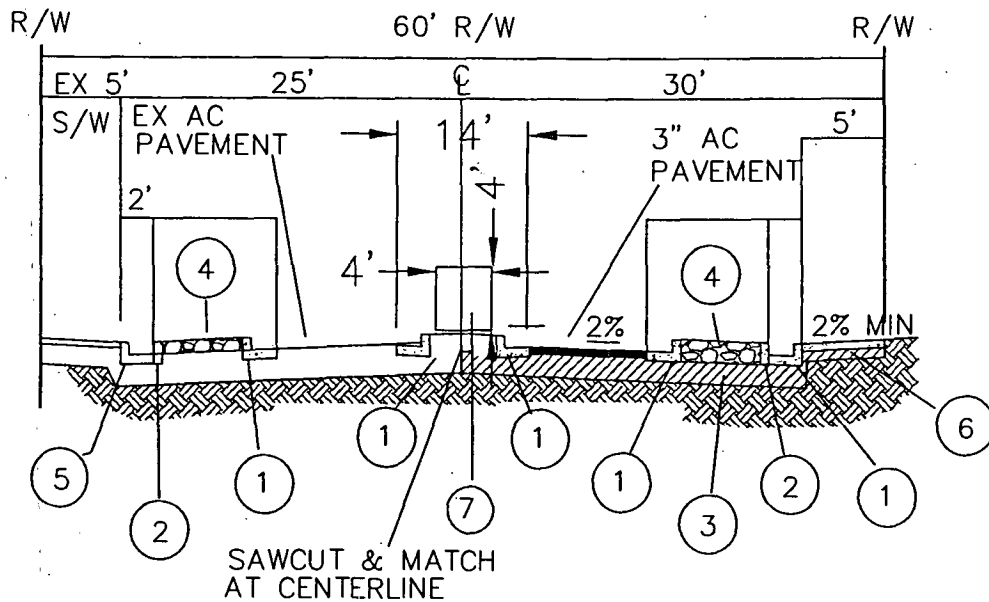


TABLE:

- ① ROLLED CURB PER C.C.A.S.D. No. 217A
- ② 'A' TYPE CURB PER C.C.A.S.D. No. 219
- ③ 10" TYPE II AGG BASE

- ④ TRAFFIC CALMING DEVICE TO BE LANDSCAPED WITH ROCKS.
- ⑤ EX L-CURB
- ⑥ PROPOSED 4" THICK CONCRETE SIDEWALK PER. C.C.A.S.D. 234
- ⑦ MONUMENT SIGN 4' x 4'

EXHIBIT "C"

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 20, 2004

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD GOECKE

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of a Sewer Connection and Interlocal Contract with Clark County Water Reclamation District - Southwest Engineering on behalf of White Horse Estates, LLC, owners (southwest corner of Torrey Pines Boulevard and Severance Lane, APN 125-14-403-001, 125-14-403-002, 125-14-403-003, and 125-14-403-004) - 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 20-single family dwellings located at the southwest corner of Torrey Pines Boulevard and Severance Lane. The owners propose to connect to an existing 18-inch sewer line located in Elkhorn Road and provide public sewer stubs to the northern and western edges of the development. The Planning Department determined the project does conform to the City's General Plan. 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. Submitted after meeting - Interlocal Contract

MOTION:

REESE - APPROVED Items 3-5 and 7-44 as recommended - UNANIMOUS

Item 6: APPROVED under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:24 - 9:26)

1-661

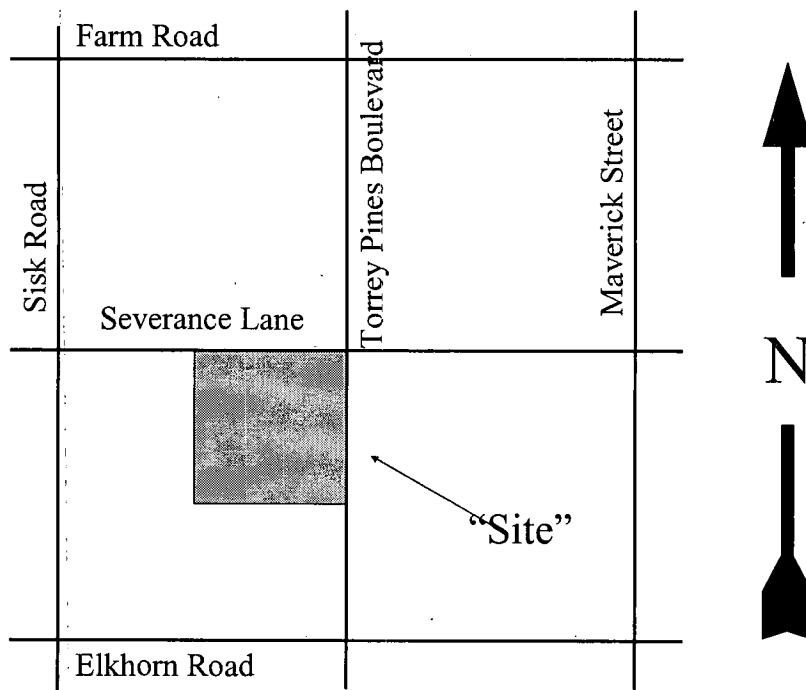
AGENDA MEMO

CITY COUNCIL MEETING DATE: OCTOBER 20, 2004

DEPARTMENT: PUBLIC WORKS

**ITEM DESCRIPTION: APPROVAL OF A SEWER CONNECTION AND
INTERLOCAL CONTRACT WITH CLARK COUNTY WATER
RECLAMATION DISTRICT – SOUTHWEST ENGINEERING ON BEHALF
OF WHITE HORSE ESTATES, LLC, OWNER, (SOUTHWEST CORNER
OF TORREY PINES BOULEVARD AND SEVERANCE LANE, APN 125-
14-403-001, 125-14-403-002, 125-14-403-003 AND 125-14-403-004)**

VICINITY MAP



INTERLOCAL CONTRACT

THIS CONTRACT is entered into as of the 17th day of September, 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 Whitehorse Estates LLC (approximately 8.26 acres -- vacant land; Parcel No. 125-14-403-001, 002, 003 and 004 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.

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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

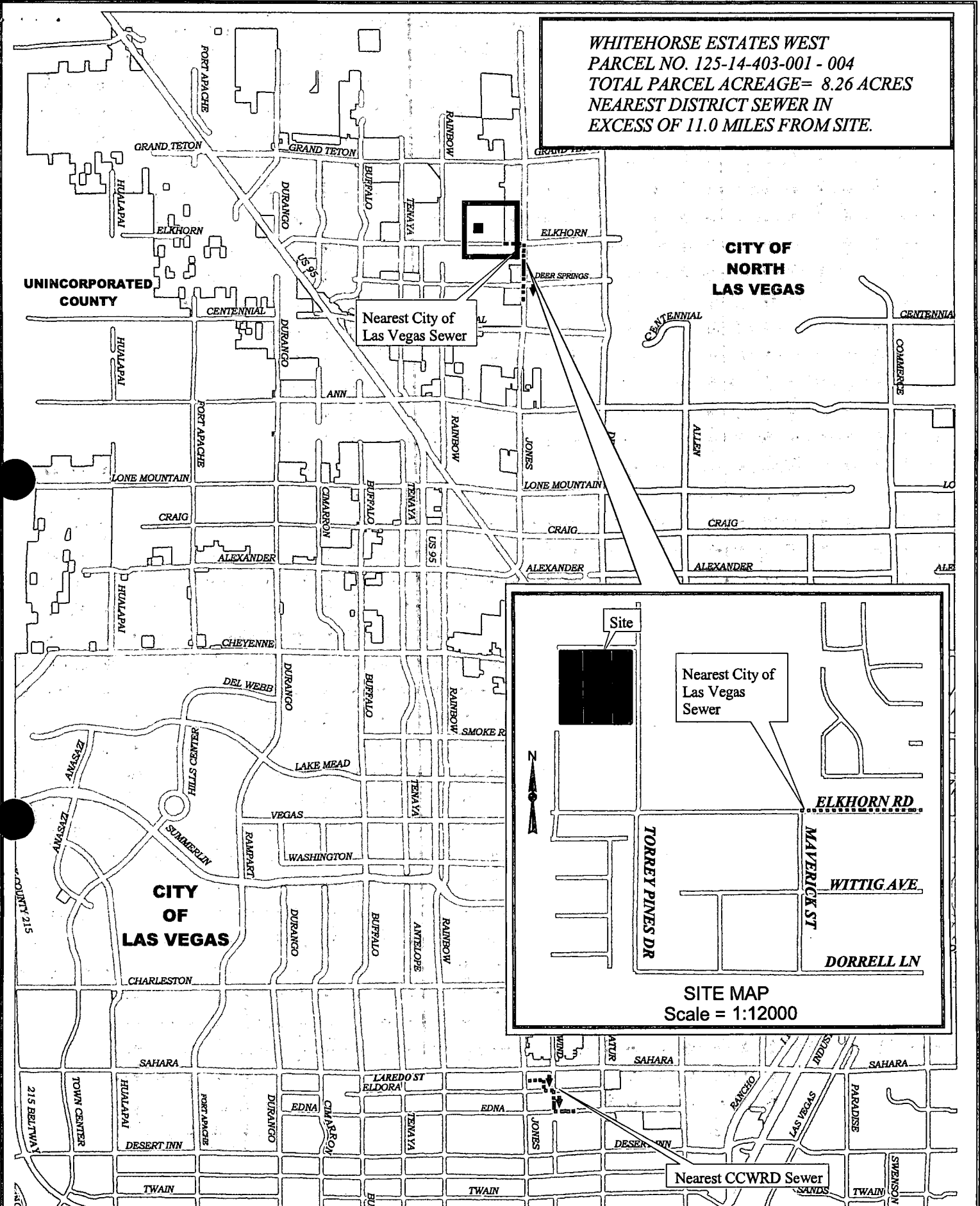
ATTEST:

By 
BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:

By  10-27-04
Deputy City Attorney

WHITEHORSE ESTATES WEST
PARCEL NO. 125-14-403-001 - 004
TOTAL PARCEL ACREAGE= 8.26 ACRES
NEAREST DISTRICT SEWER IN
EXCESS OF 11.0 MILES FROM SITE.



Scale = 1:96000



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 20, 2004

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD GOECKE

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of Interlocal Agreement 110449 with the Las Vegas Valley Water District for water service at Freedom Park Pool and Bathhouse (\$86,126 - Recreation Capital Projects Fund) - Ward 3 (Reese)

Fiscal Impact:

☐ No Impact	Amount:	\$86,126.00
☒ Budget Funds Available	Dept./Division:	Public Works/Eng. Integration
☐ Augmentation Required	Funding Source:	Recreation Capital Projects Fund

PURPOSE/BACKGROUND:

A necessary part of this project is the installation of water service. Before the Las Vegas Valley Water District will sign the service connection documents and allow the City to install the water service, the Interlocal Agreement with conditional water commitments must be executed and the required fees paid.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Interlocal Agreement 110449

MOTION:

REESE - APPROVED Items 3-5 and 7-44 as recommended - UNANIMOUS

Item 6: APPROVED under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:24 - 9:26)

1-661

**INTERLOCAL AGREEMENT FOR
CITY OF LAS VEGAS
FREEDOM PARK POOL & BATHHOUSE**

THIS AGREEMENT made and entered into by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter called "CITY", and the LAS VEGAS VALLEY WATER DISTRICT, a quasi-municipal corporation of the State of Nevada, hereinafter called "DISTRICT".

RECITALS

WHEREAS, the DISTRICT is engaged in the business of distributing potable water in the City of Las Vegas, Nevada, and portions of the County of Clark, Nevada; and

WHEREAS, the CITY is engaged in the development of real property located on the southwest corner of Washington Avenue and Pecos Road, further described as Clark County Assessor's Parcel Number(s) 139-25-701-002, and has submitted plans for the development of a swimming pool and bathhouse, and is desirous of receiving potable water from the DISTRICT and has made application for water service to said project; and

WHEREAS, the CITY has approved the development of the real property as a swimming pool and bathhouse and has authorized a distribution of water for the development subject to the DISTRICT'S Service Rules; and

WHEREAS, DISTRICT is willing to serve said real property with water pursuant to its Service Rules as adopted by its Board of Directors and subject to the CITY performing all of the terms, conditions and provisions hereinafter set forth and required of the CITY; and

WHEREAS, the CITY is willing to construct at its sole cost and expense the required water service connections and appurtenances for the purpose of providing water service to said real property; and

WHEREAS, both the CITY and the DISTRICT are authorized to enter into interlocal agreements pursuant to NRS 277.180.

NOW, this Agreement WITNESSETH:

ARTICLE I

CITY AGREES:

- A. That this Agreement provides a water commitment on a conditional basis only for a swimming pool and bathhouse, located on the southwest corner of Washington Avenue and Pecos Road. The conditional water commitment is provided in accordance with the DISTRICT'S Service Rules which are made a part of the Agreement by reference and applies only to the development identified in this paragraph.
- B. The water commitment will be conditional until all water facilities identified in paragraph E of this Article I are constructed by the CITY and accepted by the DISTRICT for the complete development described in paragraph A of this Article I.
- C. That in the event the use of the property changes and modifications to the water facilities are required, the CITY will be required to either obtain a new conditional water commitment from the DISTRICT, or at the option of the DISTRICT, to amend the Agreement.

- D. That the CITY has had the opportunity to review the Service Rules and agrees to comply with the Service Rules that are in force on the effective date of this Agreement including those sections pertaining to the water commitment process.
- E. At CITY'S sole cost and expense to furnish all necessary materials, labor, and equipment for the construction of the service connections and appurtenances which may include, but not be limited to, the connection to the main and the lateral pipe, a meter, or battery thereof, a meter box or vault, valves, and backflow prevention assembly hereinafter called "WATER FACILITIES", from the main to the point where the water being delivered leaves the piping owned by the DISTRICT. The location and type of said WATER FACILITIES are identified on the plan entitled:

FREEDOM PARK POOL & BATHHOUSE
Utility Plan

- F. That said WATER FACILITIES may be sized to ultimately provide water service to development other than described herein, however the conditional water commitment is only for that portion of the project described herein and any additional construction requires a separate and additional conditional water commitment from the DISTRICT.
- G. That said WATER FACILITIES shall be constructed in the location shown, and in accordance with the above-mentioned plan, as approved by the DISTRICT, and in conformance with DISTRICT specifications.
- H. That all work shall be subject to inspection and approval by an authorized representative of the DISTRICT and the DISTRICT shall be notified a minimum of 48 hours in advance of actual construction start and 24 hours prior to an inspection of any part of the work, in order that necessary inspection can be arranged.
- I. To comply with the DISTRICT'S Service Rules that are in force on the effective date of this Agreement including those sections pertaining to the water commitment process and construction of the WATER FACILITIES identified in Article I, paragraph E above.
- J. At CITY'S sole cost and expense, to perform all survey work necessary to ensure installation of the WATER FACILITIES to the location and grades called for in the plans.
- K. At CITY'S sole cost and expense, to disinfect and pressure test the WATER FACILITIES to the satisfaction of the DISTRICT and the health authorities having jurisdiction.
- L. That connections to existing mains shall be made only in the presence of an authorized representative of the DISTRICT and at the times specified by the DISTRICT.
- M. That the WATER FACILITIES shall be located outside of driveways, driveway approaches, or other areas subject to vehicular traffic. In the event the WATER FACILITIES are located within those areas either inadvertently or otherwise, the CITY shall cause such WATER FACILITIES to be relocated outside of the driveways, driveway approaches or other areas described above, in accordance with DISTRICT'S requirements, or shall reimburse the DISTRICT for the cost of relocating said WATER FACILITIES. If extraordinary conditions exist that would prevent compliance with this requirement, the CITY may submit to the DISTRICT a written request for a waiver of this requirement pursuant to the DISTRICT'S Service Rules.

- N. To furnish to the DISTRICT easements, in a form satisfactory to the DISTRICT, where WATER FACILITIES are approved to be installed in other than dedicated street or alleys. Said easements to be not less than twenty (20) feet in width and perpetual. The conditions of said easements shall be such that no buildings, structures, trees, shrubs, or other improvements which would interfere with its use by DISTRICT can be placed upon it, that DISTRICT will have the right to operate, maintain, repair, replace, and/or change the size and/or number of WATER FACILITIES; and that proper access to all parts of the easement by DISTRICT forces and equipment is provided. The conditions of said easements shall further provide that the property owner agrees to pay any and all costs incurred by the DISTRICT to make and/or maintain said easements accessible to the DISTRICT. It may be provided that other utility lines can be installed in said easement; so long as they do not interfere with its use by DISTRICT, and are in compliance with state laws and regulations.
- O. Should any defective material or workmanship affecting the WATER FACILITIES installed by the CITY be disclosed within one (1) year of the date of completion and acceptance of the WATER FACILITIES by the DISTRICT, the CITY shall immediately cause the defect to be corrected, or shall reimburse DISTRICT for its cost to correct said defect. For the purpose of this Agreement, failures including, but not limited to, any leak or break in the WATER FACILITIES, or any pavement settlement, shall be considered conclusive evidence of defective materials and/or workmanship.
- P. That upon completion of construction of the work and acceptance of the work by the DISTRICT, the CITY will provide final acceptance of all work associated with the project and the final acceptance shall include providing the DISTRICT with all its right, title, and interest, in and to the WATER FACILITIES. The CITY will warrant at the time of said final acceptance that there are no encumbrances for material and labor claims.
- Q. That installation of said WATER FACILITIES does not assure or guarantee that a complete water service will be available in the future. Until such time as a complete service connection is approved by the DISTRICT and a water commitment is obtained from the DISTRICT, no water may be taken from the new WATER FACILITIES installed under this Agreement.
- R. That all water will be taken through metered service connections, in accordance with DISTRICT'S Service Rules. The CITY will require its contractor to install the meters in a timely manner.
- S. To require its contractor to protect all existing water facilities during construction and to promptly undertake the repair of damaged facilities upon authorization of the DISTRICT.
- T. The District, its officers and employees shall be immune for any breach of this Agreement caused by an incorrect date being produced, calculated or generated by a computer or other information system that is owned or operated by the District, its officers or employees, regardless of the cause of the error (reference NRS 41.0321).

ARTICLE II

DISTRICT AGREES:

- A. That upon completion of construction of the WATER FACILITIES, acceptance of same by the DISTRICT, and fulfillment by the CITY of all requirements of this Agreement, to supply water to, and to thereafter operate and maintain the WATER FACILITIES installed pursuant to this Agreement in accordance with the DISTRICT'S Service Rules as the same are established and amended.
- B. That construction water may be provided through metered fire hydrants and/or metered service connections in accordance with the DISTRICT'S Service Rules.

ARTICLE III

IT IS MUTUALLY AGREED:

- A. That the parties understand that this Agreement does not create "water rights", but only rights to conditional water service as a potential customer. This Agreement does not create a property interest in such water service and the CITY is not deemed a DISTRICT water customer until the water facilities and development identified herein are completed as specified.
- B. That the WATER FACILITIES installed under this Agreement shall be and remain the exclusive property of the DISTRICT, and shall become a part of the DISTRICT'S general water distribution system after acceptance by the District.
- C. That in the event a portion of the WATER FACILITIES are constructed but this Agreement terminates, the above described property shall have no water commitment by virtue of the installation of the WATER FACILITIES. Requests for future use of said WATER FACILITIES if retained in place, shall require that a new water commitment be obtained before the WATER FACILITIES can be utilized.
- D. That this Agreement shall terminate and the conditional commitment shall be void if any of the following occurs:
 - 1. Construction of the water facilities covered by the plan or plans identified in Article I, paragraph E of this Agreement is not diligently commenced within one (1) year from the date of DISTRICT approval of said plan or plans; or
 - 2. If active construction work is discontinued for a period of one (1) year; or if such construction is commenced within said one (1) year period, but is not diligently prosecuted to completion in a manner acceptable to the DISTRICT.
- E. That if this Agreement terminates in accordance with its terms, right, title and interest of all or any portion of the WATER FACILITIES installed, as determined solely and exclusively by the DISTRICT, shall become the exclusive property of the DISTRICT for the DISTRICT to use, modify, or to dispose of as the DISTRICT deems appropriate.
- F. That noncompliance or violation of the DISTRICT'S Service Rules or any provision of this Agreement by the CITY or its officers, employees, agents, contractors, licensees or invitees shall be cause for the District, at its sole discretion, to discontinue water service to CITY'S project without challenge by CITY and without liability for any damages caused by said discontinuation.
- G. That the CITY will be responsible for any loss, damage, liability, cost or expense, except those exempted by law, caused by the actions or inactions of its employees, consultants, contractors, or agents arising under this Agreement, to the extent permitted by law including, but not limited to the provisions in NRS Chapter 41. The CITY shall protect, indemnify, and hold the DISTRICT, its officers, employees, and agents harmless from and against any and all claims, damages, losses, expenses, suits, actions, judgements, and awards including attorney's fees and court costs which may be brought against it or them as a result of or by reason of or arising out of or as a consequence of the construction of the WATER FACILITIES contemplated in this Agreement.
- H. That this Agreement shall not be deemed to be for the benefit of any entity or person who is not a party hereto, and is not a commitment for water service, and neither this Agreement, nor any interest therein, may be assigned without the prior written consent of the non-assigning party.
- I. That this Agreement represents the entire understanding of the CITY and the DISTRICT relative to the installation of the WATER FACILITIES in conjunction with the CITY'S project.

- J. That should any part of this Agreement be rendered void, invalid, or unenforceable by any court of law, for any reason, such determination shall not render void, invalid, or unenforceable, any other part of this Agreement.
- K. That the laws of the State of Nevada will govern as to the interpretation, validity, and effect of this Agreement.
- L. That each party shall not discriminate against employees or applicants based on race, color, religion, sex, age, or national origin, and shall take affirmative action to ensure that applicants are employed and employees are treated without regard to the above-mentioned factors and agrees to post in conspicuous places for employees and applicants' notices provided by the Federal Civil Rights Commission setting forth these provisions. Each party further agrees that solicitation for employees shall state that qualified applicants will receive consideration without regard to the above-mentioned factors and will send to labor unions or collectives with which he/it has an agreement a notice of the commitments required herein and each party will comply with all local, state and federal laws prohibiting discrimination in hiring or employment opportunities.

IN WITNESS WHEREOF, the parties hereto have entered into this Interlocal Agreement on the 20th day of October, 2004.

APPROVED AS TO FORM:

Robert S. Szwain 9-27-04
City Attorney

ATTEST:

Barbara Jo Ronemus
BARBARA JO RONEUMUS, City Clerk

CITY OF LAS VEGAS

BY: Oscar B. Goodman
OSCAR B. GOODMAN, Mayor

ATTEST:

Patricia Mulroy
PATRICIA MULROY, Secretary
Las Vegas Valley Water District

LAS VEGAS VALLEY WATER DISTRICT

BY: Myrna Williams
MYRNA WILLIAMS, President
Board of Directors

APPROVED:

Charles K. Hauser
CHARLES K. HAUSER, General Counsel

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 20, 2004

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

RESOLUTIONS:

R-152-2004 - Approval of a Resolution Determining the Cost and Directing the City Engineer to prepare the Final Assessment Roll for Special Improvement District No. 1480 - Buffalo Drive (Cheyenne Avenue to Lone Mountain Road) (\$308,608.02 - Capital Projects Fund/Special Assessments) - Ward 4 (Brown)

Fiscal Impact:

☐ No Impact	Amount:	\$308,608.02
☒ Budget Funds Available	Dept./Division:	Public Works/SID
☐ Augmentation Required	Funding Source:	Capital Projects Fund/Special Assessments

PURPOSE/BACKGROUND:

This resolution directs the City Engineer and Engineering Integration Division to prepare the Final Assessment Roll for the construction and installation of pavement, curb and gutter, sidewalk, driveways, streetlights, water laterals, water mains, sewer laterals, and sewer mains.

RECOMMENDATION:

It is recommended that the City Council adopt this Resolution.

BACKUP DOCUMENTATION:

Resolution No. R-152-2004

MOTION:

REESE - APPROVED Items 3-5 and 7-44 as recommended - UNANIMOUS

Item 6: APPROVED under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:24 - 9:26)

1-661

RESOLUTION NO. R-152-2004

A RESOLUTION CONCERNING CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1480 – BUFFALO DRIVE (CHEYENNE AVENUE TO LONE MOUNTAIN ROAD); DETERMINING THE COST TO BE ASSESSED AND AUTHORIZING, ORDERING AND DIRECTING THE CITY ENGINEER TO PREPARE THE FINAL ASSESSMENT ROLL AND PROVIDING THE EFFECTIVE DATE HEREOF.

Summary: Assessment Roll Preparation

WHEREAS, the City Council of the City of Las Vegas in the County of Clark, State of Nevada, (hereinafter the "City Council" and the "City" respectively) pursuant to an ordinance heretofore adopted (hereinafter the "Creation Ordinance") created the City of Las Vegas, Nevada, Special Improvement District No. 1480 – Buffalo Drive (Cheyenne Avenue to Lone Mountain Road) (hereinafter the "District") and ordered the acquisition of certain public improvements (hereinafter the "Project") within the District; and

WHEREAS, the City Council by resolution heretofore adopted has authorized the proper officers of the City to execute a construction contract on behalf of the City in accordance with NRS 271.335, for the Project, all as provided by law; and

WHEREAS, the City Council has heretofore determined that a portion of the cost and expense of the Project is to be paid by special assessments levied against the benefited lots, tracts and parcels of land in the District; and

WHEREAS, the City Council has determined, and does hereby determine, that all of the assessable property in the City which is specially benefited by the Project to be acquired in the District, and only the property which is so specially benefited, is to be included on the final assessment roll; and,

WHEREAS, in accordance with NRS 271.360, the City Council has determined and does hereby declare that the net cost to the City for the Project in the District (including all necessary incidentals, which either have been or will be incurred in connection with the District) is \$11,759,710.00, of which \$11,451,101.98 is available from other sources and \$308,608.02 is to be assessed upon the benefited lots, tracts and parcels of land in the District.

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

Section 1. All actions, proceedings, and matters heretofore taken, had and done by the City and the officers thereof, not inconsistent with the provisions of this Resolution, concerning the District, be, and the same hereby are, ratified, approved and confirmed.

Section 2. A portion of the total cost of the District to the City, including all necessary incidentals, which either have been or will be incurred in connection with the District, shall be paid by the assessable property in the District as designated in the Creation Ordinance. The total cost of the District shall be apportioned and the amount to be assessed shall be as follows:

Total Cost	Estimated Amount of Special Assessments	Amount Available From Other Sources
\$ 11,759,710.00	\$ 308,608.02	\$ 11,451,101.98

Section 3. The City Engineer (hereinafter the "Engineer") be, and he is hereby authorized, ordered and directed, with the assistance of the Engineering Integration Division, to make out and prepare, an assessment roll for the District containing, among other things:

(1) The name and address of each last known owner of each lot, tract, or parcel of land to be assessed.

(2) A description of each lot, tract or parcel of land to be assessed, and the amount of the proposed assessment thereon, apportioned upon the basis for assessments heretofore determined by the City Council in the Creation Ordinance and as stated in the provisional order for the hearing on the Project.

Section 4. Immediately upon the adoption of this Resolution, the City Clerk shall cause a copy of this Resolution to be furnished to the Engineer. When the Engineer has made out and prepared the assessment roll, pursuant to Section 3 of this Resolution, he shall report the assessment roll to the Council and shall cause the same to be filed in the office of the City Clerk and numbered. The Engineer shall submit an executed certificate in the form provided in Subsection 3 of NRS 271.375, which certificate, duly executed, shall accompany the assessment roll.

Section 5. 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 legal proceedings, assessment rolls

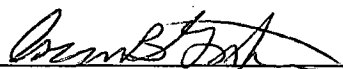
and lists, supplemental report(s) on benefits, and other items necessary or desirable for the completion of the District.

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

Section 7. If any section, paragraph, clause or other provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or other provision shall not affect any of the remaining provisions of this Resolution.

Section 8. The City Council has determined and declares, that this Resolution shall be in effect upon its passage in accordance with the law.

PASSED AND APPROVED on October 20, 2004.



OSCAR B. GOODMAN, Mayor

Attest:



BARBARA JO RONEMUS, City Clerk

Approved as to Form:

10-7-04 Val Steef

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 20, 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 20, 2004, is attached to this certificate as Exhibit "A".

IN WITNESS WHEREOF, I have hereunto set my hand on this October 20, 2004.

(SEAL)



BARBARA J. 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 20, 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 MATTERS

- CALL TO ORDER
- ANNOUNCEMENT RE: COMPLIANCE WITH OPEN MEETING LAW
- INVOCATION - REVEREND BONNIE POLLEY, CHRIST EPISCOPAL CHURCH
- PLEDGE OF ALLEGIANCE
- RECOGNITION OF THE EMPLOYEE OF THE MONTH
- RECOGNITION OF THE 45TH ANNIVERSARY OF THE FOLIES BERGERE
- RECOGNITION OF OUTSTANDING COMMUNITY SERVICE IN WARD 6
- RECOGNITION OF TEACH FOR AMERICA WEEK

BUSINESS ITEMS - 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 Meeting of August 4, 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.

ADMINISTRATIVE - CONSENT

3. Approval and ratification of the contract between the City of Las Vegas and the Las Vegas Peace Officers Association (LVPOA) and the associated Trust Acceptance and Contract Data document for health insurance benefits (\$4.2 Million - General Fund) - All Wards

FINANCE & BUSINESS SERVICES - CONSENT

4. Approval of Service and Material Checks/Payroll Checks/Wire Transfers/Other Checks and Investments
5. Approval to transfer (reallocate) \$145,000 of Detention and Enforcement (D&E) Internal Affairs Division (IAD) Modular capital project funding and \$157,000 of D&E Unit 2 Yard Enclosure capital project funding to the D&E Culinary Upgrades capital project located at Stewart Avenue and Mojave Road in order to support the most recent Public Works estimate and allow for bidding of the contract - Ward 3 (Reese)
6. Approval of a Special Event License for Caribbean Fun Stop, Location: Caribbean Fun Stop, 1122 Fremont Street, Dates: October 22-24, 2004, Type: Special Event Beer/Wine/Cooler, Event: Birthday Party, Responsible Persons in Charge: Deanford Innis and Patsy Thomas - Ward 5 (Weekly)
7. Approval of Change of Ownership, Location and Business Name for a Tavern License subject to the provisions of the fire codes and Health Dept. regulations, From: Darnic, Inc., dba Tongue N Groove, 713 East Ogden Avenue (Non-operational), Teri G. Galardi, Dir, Pres, Secy, Treas, 100%, To: JCK Ventures, LLC, dba Heights, 465 South Decatur Boulevard, Lorri A. Campbell, Mgr, The JCK Family Trust, Mmbr, 95%, Lorri A. Campbell, Trustee, Candace L. Campbell, Mmbr, 5% - Ward 1 (Moncrief)
8. Approval of Change of Ownership, Location and Business Name for a Tavern License and a new Restricted Gaming License for 15 slots subject to the provisions of the fire and planning codes and Health Dept. regulations, From: Westronics, Inc., dba Honest John's "I'm Back!" Casino, Bar & Restaurant, 2430 Las Vegas Boulevard South (Non-operational), Claudia D. Wichinsky, Dir, Pres, Treas, 50%, Glenn E. Wichinsky, Dir, Secy, 50%, To: Nelson M. Maldonado, dba Bar Vertigo, 2025 East Charleston Boulevard, Nelson M. Maldonado, 100%, Mark M. Mintz, Lender - Ward 3 (Reese)
9. Approval of a new Restricted Gaming License for 5 slots subject to confirmation of approval by the Nevada Gaming Commission, Costello Marketing, LLC, dba Wash N' Save Laundromat, 235 North Eastern Avenue, Suite 124, Michael J. Costello, Mgr, Mmbr, 50%, Gail A. Costello, Mmbr, 50%, Margaret R. Symons, Key Employee - Ward 3 (Reese)
10. Approval of Change of Location for a Locksmith License, Charlie's Lock & Key, LLC, dba Charlie's Lock & Key, LLC, From: 232 North Jones Boulevard, 186, To: 29 North 28th Street, 5B, Susan M. Moses, Mgr, 51%, Charles M. Moses, Mgr, 49% - Ward 3 (Reese)
11. Approval of Change of Ownership and Business Name for a Class III-B Secondhand Dealer License, From: Progressive Pallets, Inc., dba Progressive Pallets, Inc., James E. Crow, Dir, Pres, 100%, To: Image Pallets, LLC, dba Progressive Pallets, 1080 South Commerce Street, Image Investments, Inc., Mgr, Mmbr, 80%, Robert E. Pippen, Dir, Pres, 100%, Progressive Pallets, Inc., Mgr, Mmbr, 20%, James E. Crow, Dir, Pres, 100% - Ward 1 (Moncrief)
12. Approval of award of Bid No. 05.1730.07-LED, Traffic Improvements Package #5 - Federal Project No. STP-0159(009) and approve the construction conflicts and contingency reserve set by Finance and Business Services - Department of Public Works - Award recommended to: WELLS CARGO, INC. (\$2,479,353.60 - Road and Flood Capital Project Fund) - Wards 2, 4 and 6 (Wolfson, Brown and Mack)

FINANCE & BUSINESS SERVICES - CONSENT

13. Approval of authorization to use Clark County Bid Number 5619-04 for Scott Eagle Imaging 160 Thermal Imaging Cameras - Department of Fire and Rescue – Awarded to: FIRST IN, INC. (\$98,978 – Multipurpose Special Revenue Fund)
14. Approval of issuance of purchase orders for the purchase of specialty printing paper stock for the City's Graphic Arts Division to satisfy the City's printing requirements - Department of Information Technologies, Graphic Arts - Award recommended to: VARIOUS SUPPLIERS (Estimated annual aggregate amount of \$90,000 - Graphic Arts Internal Service Fund)
15. Approval of award of Contract No. 050108, Historic Preservation Consulting Services for the Post Office at 301 Stewart Ave. - Public Works - Award recommended to: CHATTEL ARCHITECTURE, PLANNING & PRESERVATION, INC. (\$44,720 - Parks and Leisure Activities Capital Project Fund) - Ward 5 (Weekly)
16. Approval of award of Macromedia Software End User License Agreement (including indemnification provision) - Department of Information Technologies - Award recommended to: MARKETWARE TECHNOLOGIES (\$1,068 - Computer Services Internal Service Fund)
17. Approval of revision to purchase order 212965 for Rental of Multi-Functional Devices - Department of Information Technologies - Award to: IKON OFFICE SOLUTIONS (\$180,000 - Graphic Arts Internal Service Fund)
18. Approval of award of Bid No. 050104-TB, Annual Requirements Contract for Liquid Polymer - Department of Public Works - Award recommended to: CIBA SPECIALTY CHEMICALS CORPORATION (Estimated annual amount of \$1,000,000 - Sanitation Enterprise Fund)

FIRE & RESCUE - CONSENT

19. Approval authorizing the Department of Fire & Rescue to execute a Secondary User's Agreement with the Clark County Health District for the transfer of interoperable radio equipment for public safety communications - All Wards
20. Approval to accept a FY2004 Congressionally Mandated Grant Award in the amount of \$395,750 for public safety interoperable communications projects - All Wards
21. Approval of a Memorandum of Understanding between the City of Las Vegas and the Volunteer Center of Southern Nevada for the transfer of U.S. Department of Homeland Security grant funds in the amount of \$6,110 to support volunteer management services - All Wards

HUMAN RESOURCES - CONSENT

22. Approval to create one temporary full time Office Specialist I position to support the Centennial Celebration Committee in the City Manager's Office (\$50,100 - Centennial Funds) - All Wards

PUBLIC WORKS - CONSENT

23. Approval of a Grant Deed from F & F Horizons Associates, LLC, a Delaware limited liability company, for portions of the Southeast Quarter of Section 32, Township 20 South, Range 60 East, Mount Diablo Meridian, for dedication of additional rights-of-way for a right turn lane and bus turnout located at the northwest corner of Charleston Boulevard and Durango Drive, APN 138-32-801-001 – Ward 2 (Wolfson)
24. Approval of an Easements and Rights-of-Way Grant to the Las Vegas Valley Water District, a Quasi-Municipal Corporation for a portion of the Southeast Quarter of Section 25, Township 20 South, Range 61 East, Mount Diablo Meridian for a water easement (15 feet by 20 feet) on the south side of Washington Avenue, west of Pecos Road to serve the Freedom Park Pool, APN 139-25-701-002 - Ward 3 (Reese)

PUBLIC WORKS - CONSENT

25. Approval of Interlocal Agreement 109129 Amendment 1 with the Las Vegas Valley Water District (District) for the City of Las Vegas Special Improvement District 1487 as part of the Jones Boulevard - Beltway to Elkhorn project - Ward 6 (Mack)
26. Approval of a Non-refundable Contribution in Aid of Construction Agreement with Nevada Power Company to facilitate relocation of a Nevada Power Company switchgear near the corner of Durango Drive and Vegas Drive (\$36,426 - Regional Transportation Commission [RTC]) - Wards 2 and 4 (Wolfson and Brown)
27. Approval of a Rule 9 Line Extension Agreement with Nevada Power Company for the installation of utility for electric services to provide power for streetlights at the Elkhorn Overpass over US95 construction project (\$13,526 - Regional Transportation Commission [RTC]) - Ward 6 (Mack)
28. Approval of a Sewer Connection and Interlocal Contract with Clark County Water Reclamation District - Southwest Engineering on behalf of White Horse Estates, LLC, owners (northeast corner of Elkhorn Road and Torrey Pines Boulevard, APN 125-14-801-001) - County (near Ward 6 - Mack)
29. Approval of an Encroachment Request from D. R. Horton, Incorporated, owner (northeast corner of Fort Apache Road and Gilcrease Avenue) - Ward 6 (Mack)
30. Approval of an Encroachment Request from Slater Hanifan Group on behalf of Pardee Homes Nevada, Incorporated, owner (Tee Pee Lane between Deer Springs Way and Dorrell Lane) - Ward 6 (Mack)
31. Approval of a Sewer Connection and Interlocal Contract with Clark County Water Reclamation District - VTN Nevada on behalf of Quarterhorse Falls Estates, LLC, owners (northeast corner of Horse Drive and Mustang Street, APN 125-11-603-001 and 125-11-603-002) - County (near Ward 6 - Mack)
32. Approval of an Encroachment Request from Orion Engineering and Surveying, Incorporated, on behalf of Plaster Development Company, Incorporated, owner (Shadow Lane north of Alta Drive) - Ward 5 (Weekly)
33. Approval of a Sewer Connection and Interlocal Contract with Clark County Water Reclamation District - Southwest Engineering on behalf of White Horse Estates, LLC, owners (southwest corner of Torrey Pines Boulevard and Severance Lane, APN 125-14-403-001, 125-14-403-002, 125-14-403-003, and 125-14-403-004) - County (near Ward 6 - Mack)
34. Approval of Interlocal Agreement 110449 with the Las Vegas Valley Water District for water service at Freedom Park Pool and Bathhouse (\$86,126 - Recreation Capital Projects Fund) - Ward 3 (Reese)

RESOLUTIONS - CONSENT

35. R-152-2004 - Approval of a Resolution Determining the Cost and Directing the City Engineer to prepare the Final Assessment Roll for Special Improvement District No. 1480 - Buffalo Drive (Cheyenne Avenue to Lone Mountain Road) (\$308,608.02 - Capital Projects Fund/Special Assessments) - Ward 4 (Brown)
36. R-153-2004 - Approval of a Resolution fixing the time and place when complaints, protests, and objections to the Final Assessment Roll will be heard for Special Improvement District No. 1480 - Buffalo Drive (Cheyenne Avenue to Lone Mountain Road) (\$308,608.02 - Capital Projects Fund/Special Assessments) - Ward 4 (Brown)
37. R-154-2004 - Approval of a Resolution Determining the Cost and Directing the City Engineer to prepare the Final Assessment Roll for Special Improvement District No. 1495 - Buffalo Drive (Cheyenne Avenue to Lone Mountain Road) (\$12,759.92 - Capital Projects Fund/Special Assessments) - Ward 4 (Brown)
38. R-155-2004 - Approval of a Resolution fixing the time and place when complaints, protests, and objections to the Final Assessment Roll will be heard for Special Improvement District No. 1495 - Buffalo Drive (Cheyenne Avenue to Lone Mountain Road) (\$12,759.92 - Capital Projects Fund/Special Assessments) - Ward 4 (Brown)
39. R-156-2004 - Approval of a Resolution Establishing the Interest Rate for Special Improvement District No. 1499 - Alexander Road (US-95 to Rancho Drive) (\$78,002.48 - Capital Projects Fund/Special Assessments) - Ward 6 (Mack)

RESOLUTIONS - CONSENT

40. R-157-2004 - Approval of a resolution directing the City Treasurer to give notice of the sale of a property (Parcel Number 139-28-201-001) located on the northeast corner of Washington Avenue and Tonopah Drive for which the City holds a Certificate of Sale as the result of the foreclosure of an assessment lien, and providing other matters properly relating thereto - Ward 5 (Weekly)

REAL ESTATE COMMITTEE - CONSENT

41. Approval of entering into negotiations with Investment Equity Development (IED) for the sale of approximately 4.58 acres of City owned land located in the vicinity of Cheyenne Avenue and Durango Drive, APNs 138-08-801-006 and -007 for development of an office park - Ward 4 (Brown)
42. Approval of a Land Lease Agreement between the City of Las Vegas and Southwestco Wireless, LP, d/b/a Verizon Wireless, by Southwestco Wireless, Inc., for a wireless communications system located on approximately 200 square feet of property located at 7151 Oso Blanca Road, commonly known as Mountain Ridge Park (\$386,880 revenue for duration of contract) - Ward 6 (Mack)
43. Approval of a Lease Agreement between the City of Las Vegas and Nevada Hospitality Service, LLC, for a storage area at the Downtown Transportation Center (DTC) located at 300 North Casino Center Boulevard (\$1,200 first year revenue) - Ward 5 (Weekly)
44. Approval of a Lease Agreement between the City of Las Vegas and Nevada Hospitality Service, LLC, for a food cart at the Downtown Transportation Center (DTC) located at 300 North Casino Center Boulevard (\$7,500 first year revenue) - Ward 5 (Weekly)

DISCUSSION / ACTION ITEMS

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. ABEYANCE ITEM - Discussion and possible action on Appeal of Work Card Denial: Michael J. Amsbary, 2725 W. Wigwam Avenue, Apt. 1089, Las Vegas, Nevada 89123
47. Discussion and possible action on Appeal of Work Card Denial: Meredith Howard Polzel, 320 S. First Street, Las Vegas, Nevada 89101

FINANCE & BUSINESS SERVICES - DISCUSSION

48. ABEYANCE ITEM - 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
49. ABEYANCE ITEM - 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)

FINANCE & BUSINESS SERVICES - DISCUSSION

50. Discussion and possible action regarding Temporary Approval of a new Supper Club License subject to the provisions of the fire codes and Health Dept. regulations, Islands Summerlin/Anaheim Hills, LP, dba Islands Fine Burgers & Drinks, 10810 West Charleston Boulevard, Islands Summerlin, LLC, Gen Ptnr, 25%, Islands Anaheim Hills, LLC, Gen Ptnr, 25%, Islands Restaurants, Ltd Ptnr, Mgr, Class B Mmbr, 80%, Douglas E. Kollus, Class A Mmbr, 10%, Michael B. Smith, Class A Mmbr, 4%, Reiko L. Matsumoto, Class A Mmbr, 3.4%, Lewis M. Jackson, Class A Mmbr, 2%, Robert L. Richards, Jr., Class A Mmbr, .6% - Ward 2 (Wolfson)
51. Discussion and possible action regarding Change of Ownership and Business Name for a Tavern License and a new Restricted Gaming License for 10 slots subject to the provisions of the fire codes and Health Dept. regulations, From: B4 and After, a Limited Partnership, dba Bunkhouse, Thomas M. Burns, Gen Ptnr, 33 1/3%, Stewart L. Bell, Ltd Ptnr, 33 1/3%, James M. Bixler, Ltd Ptnr, 33 1/3%, To: Quality Commercial Maintenance, Inc., dba The Bunkhouse, 124 South 11th Street, Charles J. Fox, Dir, Pres, Secy, Treas, 100% - Ward 1 (Moncrief)
52. Discussion and possible action regarding Temporary Approval of Change of Ownership for a Pawnbroker/Pistol Permit and a Class II Secondhand Dealer License, From: Camco, Inc., Steven A. Mack, COB, CEO, Bryan W. Waters, Pres, COO, Marco A. Herrera, VP, Secy, Steven Mack Revocable Trust, 100%, Steven A. Mack, Trustee, To: Cash America, Inc. of Nevada, dba SuperPawn: 1150 South Rainbow Boulevard; 3270 South Valley View Boulevard; 126 South 1st Street, Daniel Ray Feehan, Dir, CEO, Pres, Cash America International, Inc., 100%, Daniel R. Feehan, Dir, CEO, Pres - Ward 1 (Moncrief)
53. Discussion and possible action regarding Temporary Approval of Change of Ownership for a Pawnbroker/Pistol Permit and a Class II Secondhand Dealer License, From: Camco, Inc., Steven A. Mack, COB, CEO, Bryan W. Waters, Pres, COO, Marco A. Herrera, VP, Secy, Steven Mack Revocable Trust, 100%, Steven A. Mack, Trustee, To: Cash America, Inc. of Nevada, dba SuperPawn, 7585 West Washington Avenue, Daniel Ray Feehan, Dir, CEO, Pres, Cash America International, Inc., 100%, Daniel R. Feehan, Dir, CEO, Pres - Ward 2 (Wolfson)
54. Discussion and possible action regarding Temporary Approval of Change of Ownership for a Pawnbroker/Pistol Permit and a Class II Secondhand Dealer License, From: Camco, Inc., Steven A. Mack, COB, CEO, Bryan W. Waters, Pres, COO, Marco A. Herrera, VP, Secy, Steven Mack Revocable Trust, 100%, Steven A. Mack, Trustee, To: Cash America, Inc. of Nevada, dba SuperPawn: 515 East St. Louis Avenue; 2300 East Charleston Boulevard, Daniel Ray Feehan, Dir, CEO, Pres, Cash America International, Inc., 100%, Daniel R. Feehan, Dir, CEO, Pres - Ward 3 (Reese)
55. Discussion and possible action regarding Temporary Approval of Change of Ownership for a Pawnbroker/Pistol Permit and a Class II Secondhand Dealer License, From: Camco, Inc., Steven A. Mack, COB, CEO, Bryan W. Waters, Pres, COO, Marco A. Herrera, VP, Secy, Steven Mack Revocable Trust, 100%, Steven A. Mack, Trustee, To: Cash America, Inc. of Nevada, dba SuperPawn, 5910 West Lake Mead Boulevard, Daniel Ray Feehan, Dir, CEO, Pres, Cash America International, Inc., 100%, Daniel R. Feehan, Dir, CEO, Pres - Ward 5 (Weekly)
56. Discussion and possible action regarding Temporary Approval of Change of Ownership for a Pawnbroker/Pistol Permit and a Class II Secondhand Dealer License, From: Camco, Inc., Steven A. Mack, COB, CEO, Bryan W. Waters, Pres, COO, Marco A. Herrera, VP, Secy, Steven Mack Revocable Trust, 100%, Steven A. Mack, Trustee, To: Cash America, Inc. of Nevada, dba SuperPawn: 4111 North Rancho Drive; 6824 West Cheyenne Avenue, Daniel Ray Feehan, Dir, CEO, Pres, Cash America International, Inc., 100%, Daniel R. Feehan, Dir, CEO, Pres - Ward 6 (Mack)
57. Discussion and possible action regarding a Six Month Review of a Beer/Wine/Cooler Off-sale License, Melva Boyd, dba Lucky Champ, 1420 West Bonanza Road, Melva D. Boyd, 100% - Ward 5 (Weekly)
58. Discussion and possible action regarding Temporary Approval of a new Wholesale General License, Vin Sauvage, LLC, dba Vin Sauvage, LLC, 4050 West Sunset Road, Suite D, Sauvage Gas Company, Mmbr, 100%, Ward A. Sauvage, Dir, Pres, David E. Miller, Dir, Secy, Treas, Alan Sauvage, Mgr - County

HUMAN RESOURCES - DISCUSSION

59. Discussion and possible action to create thirty-four (34) regular full time Corrections Officer positions and three (3) regular full time Corrections Sergeant positions to supervise inmates at the City Detention Center (\$1,783,419 - General Fund) - Ward 3 (Reese)

PLANNING & DEVELOPMENT - DISCUSSION

60. Discussion regarding possible changes to current Title 19.14.060 and 19.14.100 dimensional and other standards for On-Premise Free Standing Signs and Off-Premise Signs (billboards) and to direct staff accordingly - All Wards

RESOLUTIONS - DISCUSSION

61. R-158-2004 - Discussion and possible action on a Resolution to encourage volunteerism and public stewardship through the Take Pride in America Program - All Wards

BOARDS & COMMISSIONS - DISCUSSION

62. ANIMAL ADVISORY COMMITTEE – Staci Columbo, Term Expiration 11-15-2004
63. SENIOR CITIZEN LAW PROJECT ADVISORY BOARD – Kimberly Malloy, Term Expiration 11-1-2004
64. Appointment of Members to the Community Development Recommending Board

REAL ESTATE COMMITTEE - DISCUSSION

65. Discussion and possible action regarding a Disposition and Development Agreement (DDA) between CityMark Development LLC (CityMark) and Office District Parking 1, Inc., (ODP) for the site located at 3rd Street and Bonneville Avenue, totaling approximately 2.38 acres (the Site), APNs 139-34-311-095 to -102 and -105 to -110 (Gain of \$5,196,200) - Ward 1 (Moncrief)

RECOMMENDING COMMITTEE REPORT - DISCUSSION

BILLS ELIGIBLE FOR ADOPTION AT THIS MEETING

66. 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
67. 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.)

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.

68. 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

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.

69. Bill No. 2004-69 - Establishes new solid waste and recycling regulations. Proposed by: Mark R. Vincent, Director of Finance and Business Services

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.

70. Bill No. 2004-70 - Annexation No. ANX-4957 - Property location: On the north side of Ann Road, east and west of Mustang Road (aka Mustang Street); Petitioned by: Matrix Development Corporation, et al.; Acreage: 10.69 acres; Zoned: R-E (County zoning), U (R) and U (RE) (City equivalents). Sponsored by: Councilman Michael Mack

1:00 P.M. - AFTERNOON SESSION

BUSINESS ITEMS - AFTERNOON

71. 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

72. ABEYANCE ITEM - Hearing to consider the appeal regarding the Zoning Violations/Nuisance Notice and Order to Comply regarding 6318 West Sahara Avenue. PROPERTY OWNERS: C S S SAHARA LP - Ward 1 (Moncrief)
73. Public hearing to consider the report of expenses to recover costs for abatement of dangerous buildings, a public nuisance and an imminent hazard located at 15 West Owens Avenue. PROPERTY OWNERS: WEST OWENS MANAGEMENT GROUP, LLC, CCSD PROPERTIES, INC., DAVID DIMARCO, SANDI DIMARCO, AND T & B DEL CORP. - Ward 5 (Weekly)

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 - DISCUSSION

74. DIR-5079 - ABEYANCE ITEM - APPLICANT/OWNER: SCOTCH EIGHTY HOMEOWNERS ASSOCIATION - Appeal of Director's decision per Title 19.00.070.F to deny the application of a Petition to Vacate public streets located within the Scotch Eighty Subdivision for failure to comply with Title 19.04.040, Ward 1 (Moncrief). Staff recommends DENIAL
75. RQR-5115 - PUBLIC HEARING - APPLICANT/OWNER: UNITED BROTHERS ENTERPRISES - Request for a Required Six Month Review of AN APPROVED REVIEW OF CONDITION (ROC-3797) OF AN APPROVED SPECIAL USE PERMIT (U-0088-01), WHICH ALLOWED THE INDIVIDUAL SALES OF ANY SIZE BEER, WINE COOLERS, AND SCREW CAP WINE at 2320 East Fremont Street (APN 139-35-805-001), C-2 (General Commercial) Zone, Ward 3 (Reese). Staff recommends APPROVAL
76. RQR-5238 - PUBLIC HEARING - APPLICANT/OWNER: COSTCO WHOLESALE - Required One Year Review of an approved Review of Condition (ROC-2882) of an approved Special Use Permit (U-0171-00) WHICH ALLOWED THE DELIVERY OF PACKAGED LIQUOR BETWEEN THE HOURS OF 6 AM AND 6 PM WHERE THE DELIVERY HOURS WERE RESTRICTED TO 6 AM TO NOON at 801 South Pavilion Center Drive (APN 137-35-714-001), P-C (Planned Community) Zone, Ward 2 (Wolfson). Staff recommends APPROVAL
77. ROC-5057 - ABEYANCE ITEM - 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
78. ROC-5250 - PUBLIC HEARING - APPLICANT: TIM C. AYALA - OWNER: FRANCISCO MENDOZA - Request for a Review of Condition Number 3 of an approved Rezoning (ZON-3474) TO ALLOW SITE DEVELOPMENT PLAN REVIEW APPLICATIONS TO BE SUBMITTED ON AN INDIVIDUAL BASIS, WHERE A COMPREHENSIVE SITE PLAN, INCLUDING ALL LOTS, WAS REQUIRED TO BE SUBMITTED FOR APPROVAL BY THE PLANNING AND DEVELOPMENT DEPARTMENT AND THE DEPARTMENT OF PUBLIC WORKS PRIOR TO THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY FOR ANY OF THE LOTS INVOLVED IN THE REZONING on 1.7 acres at 600 to 804 North Jones Boulevard (APN 138-25-310-001 through 009), R-1 (Single Family Residence) Zone under Resolution of Intent to P-R (Professional Office and Parking), Ward 2 (Wolfson). Staff recommends DENIAL. (NOTE: SUBSEQUENT TO THE MAILING OF PUBLIC HEARING NOTICES, THE AGENDA HEADING WAS REVISED)
79. SDR-4498 - ABEYANCE ITEM - 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 (Recse). The Planning Commission (7-0 vote) and staff recommend APPROVAL
80. SDR-4992 - PUBLIC HEARING - APPLICANT/OWNER: D.R. HORTON - Request for a Site Development Plan Review FOR A PROPOSED 94 LOT SINGLE FAMILY RESIDENTIAL DEVELOPMENT on 15.17 acres adjacent to the southeast corner of Deer Springs Way and Campbell Road (APN 125-20-301-006, 007 and 015), U (Undeveloped) Zone [TC (Town Center) General Plan designation] under Resolution of Intent to T-C (Town Center) and T-C (Town Center) Zone, Ward 6 (Mack). The Planning Commission (4-0-2 vote) and staff recommend APPROVAL
81. WVR-4833 - PUBLIC HEARING - APPLICANT: RICHMOND AMERICAN HOMES - OWNER: RANDEER, LLC - Request for a Waiver to Title 18.12.160 TO ALLOW APPROXIMATELY 90 FEET BETWEEN STREET INTERSECTIONS WHERE 220 FEET IS THE MINIMUM DISTANCE SEPARATION REQUIRED adjacent to the northwest corner of Cimarron Road and Deer Springs Way (APN 125-21-202-004), T-C (Town Center) Zone, Ward 6 (Mack). Staff recommends DENIAL. The Planning Commission (5-0-1 vote) recommends APPROVAL

PLANNING & DEVELOPMENT - DISCUSSION

82. SDR-4832 - PUBLIC HEARING - APPLICANT: RICHMOND AMERICAN HOMES - OWNER: RANDEER, LLC - Request for an Site Development Plan Review FOR A 131 LOT SINGLE FAMILY DETACHED DEVELOPMENT on 11.3 acres adjacent to the northwest corner of Cimarron Road and Deer Springs Way (APN 125-21-202-004), TC (Town Center) Zone, Ward 6 (Mack). Staff recommends DENIAL. The Planning Commission (5-0-1 vote) recommends APPROVAL. (NOTE: Approval was for 70 units)

83. MOD-4632 - PUBLIC HEARING - APPLICANT: ROYAL CONSTRUCTION - OWNER: SHADOW HILLS PLAZA, LLC - Request for a Major Modification to the Lone Mountain Master Development Plan FROM: VC (VILLAGE COMMERCIAL) TO: MLA (MEDIUM-LOW ATTACHED RESIDENTIAL) on 3.7 acres adjacent to the southwest corner of Buckskin Avenue and Shady Timber Street (a portion of APN 137-12-401-022 and a portion of 137-12-801-001), U (Undeveloped) Zone [PCD (Planned Community Development) General Plan Designation] under Resolution of Intent to PD (Planned Development), Ward 4 (Brown). Staff recommends DENIAL. The Planning Commission (5-0-1 vote) recommends APPROVAL

84. WVR-4754 - PUBLIC HEARING - APPLICANT: ROYAL CONSTRUCTION - OWNER: SHADOW HILLS PLAZA, LLC - Request for Waivers of TITLE 18.12.160 TO ALLOW A 210-FOOT SEPARATION DISTANCE BETWEEN INTERSECTIONS WHERE A MINIMUM OF 220 FEET IS REQUIRED WHEN PROVIDING EXTERNAL ACCESS FROM A SUBDIVISION TO AN EXISTING STREET HAVING A RIGHT-OF-WAY WIDTH OF 60 FEET OR MORE AND OF 18.12.130 TO ALLOW A PRIVATE DRIVE GREATER THAN 150 FEET WITHOUT A CIRCULAR TURN-AROUND OR EMERGENCY SERVICE VEHICLE ACCESS GATE, IN CONJUNCTION WITH A PROPOSED 44-LOT SINGLE-FAMILY ATTACHED RESIDENTIAL DEVELOPMENT on 3.70 acres adjacent to the southwest corner of Shady Timber Street and Buckskin Avenue (a portion of APN 137-12-401-022 and a portion of 137-12-801-001), U (Undeveloped) Zone [PCD (Planned Community Development) General Plan Designation] under Resolution of Intent to PD (Planned Development) [Village Commercial Lone Mountain Special Land Use Designation - PROPOSED: MLA (Medium-Low Attached Residential)], Ward 4 (Brown). Staff recommends DENIAL. The Planning Commission (5-0-1 vote) recommends APPROVAL

85. SDR-4751 - PUBLIC HEARING - APPLICANT: ROYAL CONSTRUCTION - OWNER: SHADOW HILLS PLAZA, LLC - Request for a Site Development Plan Review FOR A PROPOSED 44-LOT SINGLE-FAMILY ATTACHED RESIDENTIAL DEVELOPMENT on 3.70 acres adjacent to the southwest corner of Shady Timber Street and Buckskin Avenue (a portion of APN 137-12-401-022 and a portion of 137-12-801-001), U (Undeveloped) Zone [PCD (Planned Community Development) General Plan Designation] under Resolution of Intent to PD (Planned Development) [Village Commercial Lone Mountain Special Land Use Designation - PROPOSED: MLA (Medium-Low Attached Residential)], Ward 4 (Brown). Staff recommends DENIAL. The Planning Commission (5-0-1 vote) recommends APPROVAL

86. 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

87. VAC-4747 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT/OWNER: M T C 118, INC. - Petition to Vacate the stubbed portion of Wittig Avenue east of Durango Drive, Ward 6 (Mack). The Planning Commission (3-2 vote) and staff recommend APPROVAL

88. VAC-4948 - PUBLIC HEARING - APPLICANT: KIMBALL HILL HOMES - OWNER: CLIFF'S EDGE, LLC - Request for a Petition of Vacation to vacate U. S. Government Patent Reservations generally located south of Elkhorn Road, between Puli Road and Shaumber Road, Ward 6 (Mack). The Planning Commission (5-0-1 vote) and staff recommend APPROVAL

89. VAC-4949 - PUBLIC HEARING - APPLICANT: KIMBALL HILL HOMES - OWNER: CLIFF'S EDGE, LLC - Request for a Petition of Vacation to vacate U. S. Government Patent Reservations generally located south of Elkhorn Road, between Shaumber Road and Hualapai Way, Ward 6 (Mack). The Planning Commission (5-0-1 vote) and staff recommend APPROVAL

90. VAC-4967 - PUBLIC HEARING - APPLICANT/OWNER: SAMER NAKHLE - Request for a Petition to vacate a portion of the south half of Holmby Avenue, east of Belcastro Street, south of Holmby Avenue, Ward 1 (Moncrief). The Planning Commission (6-0 vote) and staff recommend APPROVAL

PLANNING & DEVELOPMENT - DISCUSSION

91. VAR-4934 - PUBLIC HEARING - APPLICANT/OWNER: KENNINGTON DEVELOPMENT, LLC - Request for a Variance to ALLOW A LOT WIDTH OF 99 FEET WHERE 100 FEET IS THE MINIMUM WIDTH REQUIRED FOR A PROPOSED THREE LOT SINGLE FAMILY RESIDENTIAL DEVELOPMENT on 1.79 acres adjacent to the southeast corner of Jones Boulevard and Whispering Sands Drive (APN 125-13-201-001), R-E (Residence Estates) Zone, Ward 6 (Mack). The Planning Commission (5-0 vote) and staff recommend APPROVAL

92. SUP-4933 - PUBLIC HEARING - APPLICANT/OWNER: KENNINGTON DEVELOPMENT, LLC - Request for a Special Use Permit to ALLOW A PRIVATE STREET FOR A PROPOSED THREE LOT SINGLE FAMILY RESIDENTIAL DEVELOPMENT adjacent to the southeast corner of Jones Boulevard and Whispering Sands Drive (APN 125-13-201-001), R-E (Residence Estates) Zone, Ward 6 (Mack). The Planning Commission (5-0 vote) and staff recommend APPROVAL

93. VAR-4986 - PUBLIC HEARING - APPLICANT/OWNER: RODRIGO AND TERESITA HERRERA - Request for a Variance TO ALLOW 21 PARKING SPACES WHERE 32 ARE REQUIRED on 0.44 acres at 946 East Sahara Avenue (APN 162-03-801-114), C-1 (Limited Commercial) Zone, Ward 3 (Reese). Staff recommends DENIAL. The Planning Commission (5-1 vote) recommend APPROVAL

94. SDR-4990 - PUBLIC HEARING - APPLICANT/OWNER: RODRIGO AND TERESITA HERRERA - Request for a Site Development Plan Review FOR A RETAIL BUILDING AND WAIVERS OF SETBACK AND LANDSCAPING STANDARDS on 0.44 acres at 946 East Sahara Avenue (APN 162-03-801-114), C-1 (Limited Commercial) Zone, Ward 3 (Reese). Staff recommends DENIAL. The Planning Commission (5-1 vote) recommends APPROVAL

95. RQR-5234 - PUBLIC HEARING - APPLICANT: EXPRESS CASH AND LOANS - OWNER: NERCES HIMIDIAN LIVING TRUST - Required Six Month Review of an approved Special Use Permit (SUP-3747) WHICH ALLOWED A FINANCIAL INSTITUTION, SPECIFIED at 1426 East Charleston Boulevard, Suite 110 (APN 162-02-110-007), C-1 (Limited Commercial) Zone, Ward 3 (Reese). Staff recommends DENIAL

96. RQR-4669 - ABEYANCE ITEM - 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

97. RQR-4959 - PUBLIC HEARING - APPLICANT: LAMAR ADVERTISING - OWNER: FOSTER DAY CORPORATION - Appeal filed by the applicant from the Denial by the Planning Commission on a Required Two Year Review of an approved Special Use Permit (U-0036-95) WHICH ALLOWED A 40 FOOT HIGH, 14-FOOT X 48-FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGN at 2401 North Decatur Boulevard (APN 138-13-801-083), C-1 (Limited Commercial) Zone, Ward 5 (Weekly). The Planning Commission (6-0 vote) and staff recommend DENIAL

98. 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

99. SUP-4844 - ABEYANCE ITEM - 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

PLANNING & DEVELOPMENT - DISCUSSION

100. SUP-4918 - ABEYANCE ITEM - 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

101. SUP-4694 - PUBLIC HEARING - APPLICANT: ORION OUTDOOR MEDIA - OWNER: RICHARD AND BARBARA STIMAC AND KAY RODRIGUEZ - Request for a Special Use Permit FOR A PROPOSED 40-FOOT TALL, 14-FOOT BY 48-FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGN at 7075 West Craig Road (APN 138-03-701-003), C-1 (Limited Commercial) Zone Ward 6 (Mack). The Planning Commission (6-0 vote) and staff recommend APPROVAL

102. SUP-4814 - PUBLIC HEARING - APPLICANT: HANDY CASH LOAN CENTERS - OWNER: CHEYENNE LORENZI, LTD - Appeal filed by the applicant from the Denial by the Planning Commission on a request for a Special Use Permit FOR A FINANCIAL INSTITUTION, SPECIFIED WITH A SEPARATION OF ZERO FEET WHERE 200 IS REQUIRED FROM A RESIDENTIAL PROPERTY, A SEPARATION OF 800 FEET WHERE 1,000 FEET IS REQUIRED FROM A SIMILAR USE, AND A WAIVER OF THE 1,500 SQUARE FOOT INTERIOR SPACE REQUIREMENT adjacent to the southeast corner of Cheyenne Avenue and Rainbow Boulevard (APN 138-14-101-005), C-1 (Limited Commercial) Zone, Ward 6 (Mack). The Planning Commission (6-0 vote) and staff recommend DENIAL

103. SUP-4953 - PUBLIC HEARING - APPLICANT: KELLY'S KASINO - OWNER: SIXTH PLAZA, LLC - Request for a Special Use Permit FOR A TAVERN AND WAIVER FROM THE 1,500 FOOT DISTANCE SEPARATION REQUIREMENT FROM AN EXISTING TAVERN adjacent to the southeast corner of Craig Road and Jones Boulevard (APN 138-01-312-002), C-1 (Limited Commercial) Zone, Ward 6 (Mack). The Planning Commission (5-0 vote) and staff recommend APPROVAL

104. SUP-4975 - PUBLIC HEARING - APPLICANT: DOLLAR FINANCE - OWNERS: JIMMY SPIROPOLOUS TRUST AND NICK AND MARK KEZIOS FAMILY TRUST - Request for a Special Use Permit FOR A FINANCIAL INSTITUTION, SPECIFIED TO ALLOW A 19 FOOT MINIMUM DISTANCE SEPARATION FROM RESIDENTIAL PROPERTY WHERE 200 FEET IS REQUIRED, AND 634 FEET FROM A SIMILAR USE WHERE 1,000 FEET IS REQUIRED at 4225 West Sahara Avenue (APN 162-07-501-004), C-1 (Limited Commercial) Zone, Ward 1 (Moncrief). Staff recommends DENIAL. The Planning Commission (5-1 vote) recommends APPROVAL

105. SUP-4984 - PUBLIC HEARING - APPLICANT: OCHA CUISINE - OWNER: RICHARD L. CALCATERRA 1985 TRUST AND MELISSA F. CALCATERRA 1985 TRUST - Request for a Special Use Permit FOR A RESTAURANT SERVICE BAR at 2211 Las Vegas Boulevard South (APN 162-03-410-006), C-2 (General Commercial) Zone, Ward 3 (Reese). The Planning Commission (5-0-1 vote) and staff recommend APPROVAL

106. SUP-4994 - PUBLIC HEARING - APPLICANT: MILFORD MAYNARD - OWNER: HUGH N. CANADY - Request for a Special Use Permit FOR A FINANCIAL INSTITUTION, SPECIFIED AND A WAIVER TO ALLOW 1,025 SQUARE FEET OF FLOOR AREA WHERE 1,500 SQUARE FEET IS REQUIRED at 1591 North Decatur Boulevard (APN 138-25-503-005), C-1 (Limited Commercial) Zone, Ward 1 (Moncrief). The Planning Commission vote (3-3) ended in a tie, therefore it is going forward with NO RECOMMENDATION. Staff recommends DENIAL.

107. SUP-4996 - PUBLIC HEARING - APPLICANT: EN ENGINEERING - OWNER: MARY BARTSAS 13, LLC - Request for a Special Use Permit FOR A HOME IMPROVEMENT WAREHOUSE STORE adjacent to the northwest corner of Craig Road and Jones Boulevard (a portion of APN 138-02-601-004), R-E (Residence Estates) Zone under Resolution of Intent to C-1 (Limited Commercial), Ward 6 (Mack). The Planning Commission (6-0 vote) and staff recommend APPROVAL

108. SDR-4995 - PUBLIC HEARING - APPLICANT: EN ENGINEERING - OWNER: MARY BARTSAS 13, LLC - Request for a Site Development Plan Review FOR A 204,193 SQUARE FOOT COMMERCIAL DEVELOPMENT AND A WAIVER OF THE BUILD TO LINE STANDARDS on 16.5 acres adjacent to the northwest corner of Craig Road and Jones Boulevard (a portion of APN 138-02-601-004), R-E (Residence Estates) Zone under Resolution of Intent to C-1 (Limited Commercial), Ward 6 (Mack). The Planning Commission (6-0 vote) and staff recommend APPROVAL

PLANNING & DEVELOPMENT - DISCUSSION

109. ZON-4981 - PUBLIC HEARING - APPLICANT: KIMBALL HILL HOMES - OWNER: UNITED STATES OF AMERICA - Request for a Rezoning FROM: U (UNDEVELOPED) [ML (MEDIUM-LOW DENSITY RESIDENTIAL) GENERAL PLAN DESIGNATION] TO: R-PD6 (RESIDENTIAL PLANNED DEVELOPMENT - 6 UNITS PER ACRE) on 5.09 acres at the northwest corner of Tee Pee Lane and Farm Road (a portion of APN 125-18-601-015), Ward 6 (Mack). The Planning Commission (5-0-1 vote) and staff recommend APPROVAL
110. SDR-4982 - PUBLIC HEARING - APPLICANT: KIMBALL HILL HOMES - OWNER: UNITED STATES OF AMERICA - Request for a Site Development Plan Review FOR A 26 LOT SINGLE FAMILY DETACHED RESIDENTIAL DEVELOPMENT on 5.09 acres at the northwest corner of Tee Pee Lane and Farm Road (a portion of APN 125-18-601-015), U (Undeveloped) Zone [ML (Medium-Low Density Residential) General Plan Designation] [PROPOSED: R-PD6 (Residential Planned Development - 6 Units Per Acre)], Ward 6 (Mack). The Planning Commission (5-0-1 vote) and staff recommend APPROVAL
111. ZON-4987 - PUBLIC HEARING - APPLICANT/OWNER: LOENIDAS P. AND WANDA M. FLANGAS - Request for a Rezoning FROM: R-E (RESIDENCE ESTATES) TO: R-D (SINGLE FAMILY RESIDENTIAL-RESTRICTED) on 3.88 acres adjacent to southeast corner of Jones Boulevard and La Madre Way (APN 125-36-401-017), Ward 6 (Mack). The Planning Commission (4-1-1 vote) and staff recommend APPROVAL
112. SUP-4988 - PUBLIC HEARING - APPLICANT/OWNER: LOENIDAS P. AND WANDA M. FLANGAS - Request for a Special Use Permit FOR PRIVATE STREETS IN A PROPOSED 13 LOT SINGLE FAMILY DEVELOPMENT adjacent to the southeast corner of Jones Boulevard and La Madre Way (APN 125-36-401-017), R-E (Residence Estates) Zone [PROPOSED: R-D (Single Family Residential-Restricted)], Ward 6 (Mack). The Planning Commission (4-1-1 vote) and staff recommend APPROVAL
113. WVR-4989 - PUBLIC HEARING - APPLICANT/OWNER: LOENIDAS P. AND WANDA M. FLANGAS - Request for a Waiver of Title 18.12.160 TO ALLOW APPROXIMATELY 200 FEET BETWEEN STREET INTERSECTIONS WHERE 220 FEET IS MINIMUM DISTANCE REQUIRED FOR A PROPOSED 13 LOT SINGLE FAMILY DEVELOPMENT on 3.88 acres adjacent to the southeast corner of Jones Boulevard and La Madre Way (APN 125-36-401-017), R-E (Residence Estates) Zone [PROPOSED: R-D (Single Family Residential-Restricted)], Ward 6 (Mack). The Planning Commission (4-1-1 vote) and staff recommend APPROVAL

SET DATE

114. 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 20, 2004

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

RESOLUTIONS:

R-153-2004 - Approval of a Resolution fixing the time and place when complaints, protests, and objections to the Final Assessment Roll will be heard for Special Improvement District No. 1480 - Buffalo Drive (Cheyenne Avenue to Lone Mountain Road) (\$308,608.02 - Capital Projects Fund/Special Assessments) - Ward 4 (Brown)

Fiscal Impact:

☐ No Impact	Amount:	\$308,608.02
☒ Budget Funds Available	Dept./Division:	Public Works/SID
☐ Augmentation Required	Funding Source:	Capital Projects Fund/Special Assessments

PURPOSE/BACKGROUND:

This resolution defines the time and place for a public hearing on the Final Assessment Roll for the construction and installation of pavement, curb and gutter, sidewalk, driveways, streetlights, water laterals, water mains, sewer laterals, and sewer mains.

RECOMMENDATION:

It is recommended that the City Council adopt this Resolution.

BACKUP DOCUMENTATION:

Resolution No. R-153-2004

MOTION:

REESE - APPROVED Items 3-5 and 7-44 as recommended - UNANIMOUS

Item 6: APPROVED under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:24 - 9:26)

1-661

RESOLUTION NO. R-153-2004

A RESOLUTION CONCERNING CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1480 – BUFFALO DRIVE (CHEYENNE AVENUE TO LONE MOUNTAIN ROAD); FIXING THE TIME AND PLACE WHEN COMPLAINTS, PROTESTS, AND OBJECTIONS TO THE FINAL ASSESSMENT ROLL FOR THE DISTRICT WILL BE HEARD; PROVIDING FOR THE MANNER OF GIVING NOTICE OF THE HEARING ON THE FINAL ASSESSMENT ROLL; PRESCRIBING OTHER DETAILS IN CONNECTION THEREWITH; RATIFYING ALL ACTION TAKEN CONSISTENT WITH THE PROVISIONS HEREOF; AND PROVIDING THE EFFECTIVE DATE HEREOF.

Summary: Public Hearing Notice

WHEREAS, the City Council of the City of Las Vegas in the County of Clark, State of Nevada, (hereinafter the "City Council" and the "City" respectively) pursuant to an ordinance heretofore adopted (hereinafter the "Creation Ordinance") created City of Las Vegas, Nevada, Special Improvement District No. 1480 – Buffalo Drive (Cheyenne Avenue to Lone Mountain Road) (hereinafter the "District") and ordered the acquisition of certain public improvements within the District (hereinafter the "Project"); and

WHEREAS, the City Council, by resolution heretofore adopted, has authorized the proper officers of the City to execute a construction contract on behalf of the City in accordance with NRS 271.335, for the Project, all as provided by law; and

WHEREAS, the City Council has heretofore determined that a portion of the cost and expense of the Project is to be paid by special assessments levied against the benefited lots, tracts and parcels of land in the District which the City Council has determined will receive special benefits (and corresponding market value increases) from the improvements in the Project; and

WHEREAS, NRS 271.360 provides that the City Council may determine the cost of the Project to be assessed after making the construction contract, or after determining the net cost to the City, but not necessarily after the completion of the Project; and

WHEREAS, in accordance with NRS 271.360, the City Council has determined and does hereby declare that the net cost to the City for the Project (including all necessary incidentals which either have been or will be incurred in connection with the District) is \$ 11,759,710.00, of which \$ 11,451,101.98 is available from other sources and \$308,608.02 is to be assessed upon the benefited lots, tracts and parcels of land in the District, which the City Council has determined will receive special benefits and corresponding market value increases from the Project; and

WHEREAS, the City Council by resolution heretofore adopted, directed the City Engineer (with the assistance of the Engineering Integration Division) to make out a final assessment roll; and

WHEREAS, the City Council, together with the City Engineer, made out a final assessment roll for the District which contains, among other things, the names and addresses of the last known owners of the property to be assessed, a description of each lot, tract, or parcel of land to be assessed, and the amount of the proposed assessment to be levied thereon. The City Engineer has reported the final assessment roll to the City Council and the City Engineer has prepared and filed the final assessment roll with the City Clerk; and

WHEREAS, the City Council has determined, and does hereby determine, that all of the assessable property in the City which is specially benefited by the improvements to be acquired in the District and only that property, which is so specially benefited, is included on the final assessment roll; and

WHEREAS, the City Council has also determined, and does hereby determine, that the notice for a hearing on the final assessment roll, which is provided for herein, is reasonably calculated to inform each interested person of the proceedings concerning the District, which may directly and adversely affect his or her legally protected rights and interests.

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

Section 1. 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, be, and the same hereby are, ratified, approved and confirmed.

Section 2. A portion of the total cost of the District, to the City, including all necessary incidentals, which either have been or will be incurred in connection with the District, shall be paid by the assessable property in the District as designated in the Creation Ordinance. The total cost of the District shall be apportioned and the amount to be assessed shall be as follows:

Total Cost	Estimated Amount of Special Assessments	Amount Available from Other Sources
\$ 11,759,710.00	\$ 308,608.02	\$ 11,451,101.98

Section 3. The final assessment roll for the District has been examined by the City Council, is tentatively approved, and is ordered filed in the office of the City Clerk.

Section 4. Wednesday, November 17, 2004 at 1:00 P.M., at the City of Las Vegas Council Chambers, 400 Stewart Avenue, Las Vegas, Nevada, be, and the same hereby is, fixed as the date, time and place when the City Council will hear and consider complaints, protests and objections to the final assessment roll, to the amount of each of the assessments, and to the regularity of the proceedings in making such assessments (whether made verbally or in writing) by the owners of the assessable property specially benefited by the Project in "City of Las Vegas, Nevada, Improvement District No. 1480 – Buffalo Drive (Cheyenne Avenue to Lone Mountain Road)" and proposed to be assessed, or by any party or person interested, and by all parties or persons aggrieved by such assessments.

Section 5. The City Clerk shall give notice by publication in the Las Vegas Review-Journal, a newspaper of general circulation in the City and a newspaper of general circulation in the District. Such notice to be published at least once a week, for three consecutive publications, by three weekly insertions, the first such publication in said newspaper to be at least 15 days prior to the date of the protest hearing. It shall not be necessary that the notice be published on the same day of the week, but not less than 14 days shall intervene between the first publication in such newspaper and the last publication in the same newspaper. Service by publication shall be verified by the affidavit of the publishers and filed with the City Clerk. In accordance with NRS 271.380 (2), the City Clerk or Deputy City Clerk shall also give notice by registered or certified mail by depositing a copy of such notice in the United States mail, postage prepaid, as first-class mail, at least 20 days prior to such hearing, to the last known owner or owners of each tract being assessed at his or their last known address or addresses. Proof of mailing shall be made by the affidavit of the City Clerk or Deputy City Clerk and such proof shall be filed with the City Clerk, provided however, that failure to mail any such notice or notices shall not invalidate any assessment or any other proceedings concerning the District. Proof of the publication and proof of the mailing shall be maintained in the permanent records of the office of the City Clerk until all special assessments and special assessment bonds issued (if such special assessment bonds are hereafter issued) appertaining thereto, have been paid in full, both principal and interest, or any claim is barred by an appropriate statute of limitations. The City Council of City of Las Vegas hereby determines that the manner of giving notice herein provided by publication and by registered or certified mail is reasonably calculated to inform the parties of the proceedings concerning the District and the levying of assessments, which may directly and

adversely affect their legally protected interests. Such notice shall be provided in NRS 271.380 and shall be substantially in the following form:

(Start of Form)

NOTICE OF THE FILING OF FINAL ASSESSMENT ROLL, OF THE OPPORTUNITY TO FILE WRITTEN COMPLAINTS, PROTESTS, OR OBJECTIONS, AND OF THE ASSESSMENT HEARING, ALL CONCERNING THAT CERTAIN AREA TO BE ASSESSED FOR IMPROVEMENTS WITHIN THE CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1480 – BUFFALO DRIVE (CHEYENNE AVENUE TO LONE MOUNTAIN ROAD).

NOTICE IS HEREBY GIVEN, that the Final Assessment Roll No. 2004-9 for City of Las Vegas, Nevada, Special Improvement District No. 1480 – Buffalo Drive (Cheyenne Avenue to Lone Mountain Road) (hereinafter the "District") in and for the City of Las Vegas in the County of Clark, State of Nevada, which has been made out by the City Council of City of Las Vegas, together with the City Engineer, has been filed on October 20, 2004, in the office of the City Clerk and since such date, the final assessment roll has been, and now is available for examination by any interested person during regular office hours, Monday through Friday 8:00 a.m. until 5:00 p.m. The boundaries of the District are described in the Special Improvement District No. 1480 Creation Ordinance heretofore adopted (hereinafter the "Creation Ordinance"). The boundaries of the District, which include the location of the Project and the lots, tracts and parcels of land to be assessed, shall be the exterior boundary of each parcel of property fronting a street to be improved by the improvements (as described below) or fronting a cul-de-sac which abuts or fronts a street to be improved by the improvements. Pursuant to NRS 271.305 certain segments of the improvements were deleted from the Project as noted below. The streets to be improved by the improvements are:

Ahey Road (BOTH SIDES) – (Deleted) from the centerline of Buffalo Drive westerly along Ahey Road a distance of approximately 330-feet. (60-foot right-of-way)

Buckskin Avenue (NORTH SIDE) – from the centerline of Buffalo Drive easterly along Buckskin Avenue a distance of approximately 330-feet. (60-foot right-of-way)

Buffalo Drive (BOTH SIDES) - from the centerline of Buckskin Avenue northerly along Buffalo Drive to the centerline of Lone Mountain Road. (100-foot right-of-way)

Constantinople Avenue (SOUTH SIDE) – (Deleted) from the centerline of Buffalo Drive westerly along Constantinople Avenue a distance of approximately 330-feet. (60-foot right-of-way)

Gilmore Avenue (BOTH SIDES) – (Deleted North Side) from the centerline of Buffalo Drive westerly along Gilmore Avenue a distance of approximately 330-feet. (60-foot right-of-way)

Gowan Road (NORTH SIDE) – (Deleted) from the centerline of Buffalo Drive easterly along Gowan Road a distance of approximately 330-feet and westerly from the centerline of Buffalo Drive a distance of approximately 613-feet. (80-foot right-of-way)

The amounts to be assessed for the improvements in the District will be levied upon all tracts in the District, i.e., upon all abutting tracts in proportion to the special benefits derived (as shown by the estimated benefits and corresponding market value increases) provided, however, that an equitable adjustment will be made for assessments to be levied against wedge or "V" or other irregularly-shaped lots or tracts of lands, if any, and for any lot, tract or parcel not specially benefited by the improvements so that assessments according to benefits are to be equal and uniform.

The assessments will be levied on a front foot method for the installation of pavement, curb, gutter, sidewalk, residential driveways and streetlights and on a square foot method for the installation of commercial (option "B") driveways. Each property owner will be assessed for the cost of a pavement section, curb and gutter, sidewalks, driveway approaches and streetlights, where not already existing. The owners of property who elect to have water or sewer laterals installed will be assessed on a per service or unit lot method. The water and sewer main extensions will be assessed on a front foot method. THE CITY HAS NO OBLIGATION TO PROVIDE WATER OR SEWER SERVICE TO ANY PROPERTY WITHIN THE DISTRICT REGARDLESS OF WHETHER THE CITY COUNCIL PROCEEDS WITH ALL OR ANY PART OF THE PROJECT.

Such basis of assessments has been designated by the City Council in the Creation Ordinance heretofore adopted. The portion of the costs to be assessed against, and the maximum amount of benefits estimated to be conferred upon each lot, tract or parcel of land or property in the District is stated in the final assessment roll. The City Council has determined that each of these tracts will receive special benefits (and corresponding market value increases) from the improvements in the Project.

The City Council will meet to hear and consider all complaints, protests, and objections to said final assessment roll, to the amount of the assessments, and to the regularity of the proceedings in making such assessments, by the owners of the property specially benefited by, and proposed to be assessed for, the improvements in the District. Any person interested and any parties aggrieved by such assessments may be heard on Wednesday, November 17, 2004, at 1:00 p. m. at the City of Las Vegas Council Chambers, 400 Stewart Avenue, in Las Vegas, Nevada. Any complaint, protest, or objection to

the regularity, validity, and correctness of the proceedings, of the final assessment roll, of each assessment contained therein, and of the amount thereof levied on each lot, tract or parcel of land, shall be deemed waived unless filed in writing with the City Clerk, on or before Friday, November 12, 2004, i.e., at least three days prior to the date set for the assessment hearing.

At the time and place so designated for the hearing, the City Council shall hear and determine all complaints, protests, and objections to the regularity of the proceedings in making such assessments, the correctness of such assessments, the amount levied on any particular lot, tract or parcel of land to be assessed, the amount of the benefits and corresponding market value increases, which have been so made in writing or verbally. The City Council shall further have the power to adjourn such hearing from time to time, and by resolution shall have power, in its discretion, to revise, correct, confirm, or set aside any assessment and to order that such assessment may be made de novo. The owners of the property to be assessed are advised that this is the final chance to present any evidence as to the amount of the assessments (or other matters to be considered at the hearing) to the City Council. If a person objects to the final assessment roll or to the proposed assessments:

- (1) He is entitled to be represented by counsel at the hearing;
- (2) Any evidence he desires to present on these issues must be presented at the hearing;
and
- (3) Evidence on these issues that is not presented at the hearing may not thereafter be presented in an action brought pursuant to NRS 271.395.

Assessments shall be due and payable at the office of the City Treasurer without interest and without demand within 30 days after the ordinance levying the assessments becomes effective. All or any part of such assessments may also, at the election of the owner, be paid thereafter in twenty (20) substantially equal semi-annual installments of principal. After the adoption of the assessment ordinance and before assessment bonds are issued (or if bonds are not issued) the City Council shall by resolution provide the maximum rate of interest on the unpaid and deferred installments of assessments. If assessment bonds are sold, such rate will not exceed by more than one percent (1%) the highest rate of interest on the assessment bonds for the District. The effective interest rate on the assessment bonds of the District will not exceed the statutory maximum rate, i.e., will not exceed by more than three percent (3%) the "Index of Twenty Bonds", which is most recently published before the time bids for such bonds

are received, or at a time a negotiated offer for the sale of such bonds is accepted. Penalties (at a rate not exceeding two percent (2%) per month on the unpaid balance of the assessment and accrued interest, or at any higher rate authorized by statute) shall be due for delinquencies. The owner of any property not in default as to any assessment installment or payment may, at any time, pay the whole or any installment of the unpaid principal with interest accruing thereon to the next interest payment date and the payment of a penalty for such prepayment of up to three percent (3%) of the installment or installments of principal so prepaid. The City Council, in the ordinance levying the assessments, will establish a prepayment penalty or premium of up to three percent (3%) of the principal of deferred installments so prepaid.

Pursuant to NRS 271.357, the City has established a procedure to allow any person whose principal residence will be included in the District to apply for a hardship determination. A person whose application for a hardship determination has been approved by the City Council is entitled to have the principal amount of the assessment postponed, but is required to pay the interest on the unpaid balance of the assessment at the same rate and upon the same terms as established by the City Council for the assessments. A person desiring to apply for a hardship determination shall file an application no later than November 12, 2004, with the Clark County Department of Social Services (CCSS), 1600 Pinto Lane, Las Vegas, Nevada 89106. Please contact CCSS at (702) 455-8687 for a pre-qualification screening.

Pursuant to NRS 271.395, within 15 days immediately succeeding the effective date of the assessment ordinance to be adopted following the hearing, any person who has filed a complaint, protest, or objection in writing shall have the right to commence an action or suit in any court of competent jurisdiction to correct or set aside such determination. Thereafter, all actions or suits attacking the regularity, validity, and correctness of the proceedings, of the final assessment roll, of each assessment contained therein, and of the amount of the assessment levied on each tract, including, without limiting the generality of the foregoing, the defense of confiscation, shall be perpetually barred.

Dated this October 20, 2004.

BARBARA JO RONEMUS, City Clerk

(End of Form)

Section 6. The owner or owners of any lot, tract or parcel of land which is assessed in such final assessment roll, whether named or not in such roll, or any person interested, or any parties aggrieved, may, within three (3) days prior to the date set for the hearing, file with the office of the City Clerk his or her complaints, protests, or objections in writing to said assessment.

Section 7. Whenever any notice is mailed as herein provided, the fact that the person to whom it was addressed does not receive it shall not in any manner invalidate or affect the legality of the notice thereby given.

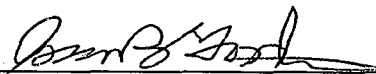
Section 8. The officers of the City be, and they hereby are, authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Resolution.

Section 9. All resolutions, or parts thereof, in conflict herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any resolution or part of any resolution heretofore repealed.

Section 10. If any section, paragraph, clause, or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall in no way affect any remaining provisions of this Resolution.

Section 11. The City Council has determined, and does hereby declare, that this Resolution shall be in effect immediately after its passage in accordance with law.

PASSED and APPROVED on October 20, 2004.



OSCAR B. GOODMAN, Mayor

Attest:



BARBARA JO RONEMUS, City Clerk

Approved as to form:

10-7-04 Val Stead

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 20, 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 20, 2004 is attached to this certificate as Exhibit "A". A copy of the affidavit of publication of the Notice of Public Hearing is attached hereto as Exhibit "B", and a copy of the minutes of the public hearing held on November 17, 2004, is attached hereto as Exhibit "C".

IN WITNESS WHEREOF, I have hereunto set my hand on this October 20, 2004.

(SEAL)

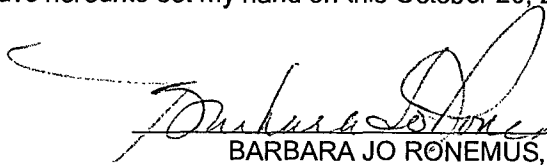

BARBARA JO RONEMUS, City Clerk

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 20, 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 MATTERS

- CALL TO ORDER
- ANNOUNCEMENT RE: COMPLIANCE WITH OPEN MEETING LAW
- INVOCATION - REVEREND BONNIE POLLEY, CHRIST EPISCOPAL CHURCH
- PLEDGE OF ALLEGIANCE
- RECOGNITION OF THE EMPLOYEE OF THE MONTH
- RECOGNITION OF THE 45TH ANNIVERSARY OF THE FOLIES BERGERE
- RECOGNITION OF OUTSTANDING COMMUNITY SERVICE IN WARD 6
- RECOGNITION OF TEACH FOR AMERICA WEEK

BUSINESS ITEMS - 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 Meeting of August 4, 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.

ADMINISTRATIVE - CONSENT

3. Approval and ratification of the contract between the City of Las Vegas and the Las Vegas Peace Officers Association (LVPOA) and the associated Trust Acceptance and Contract Data document for health insurance benefits (\$4.2 Million - General Fund) - All Wards

FINANCE & BUSINESS SERVICES - CONSENT

4. Approval of Service and Material Checks/Payroll Checks/Wire Transfers/Other Checks and Investments
5. Approval to transfer (reallocate) \$145,000 of Detention and Enforcement (D&E) Internal Affairs Division (IAD) Modular capital project funding and \$157,000 of D&E Unit 2 Yard Enclosure capital project funding to the D&E Culinary Upgrades capital project located at Stewart Avenue and Mojave Road in order to support the most recent Public Work's estimate and allow for bidding of the contract - Ward 3 (Reese)
6. Approval of a Special Event License for Caribbean Fun Stop, Location: Caribbean Fun Stop, 1122 Fremont Street, Dates: October 22-24, 2004, Type: Special Event Beer/Wine/Cooler, Event: Birthday Party, Responsible Persons in Charge: Deanford Innis and Patsy Thomas - Ward 5 (Weekly)
7. Approval of Change of Ownership, Location and Business Name for a Tavern License subject to the provisions of the fire codes and Health Dept. regulations, From: Darnic, Inc., dba Tongue N Groove, 713 East Ogden Avenue (Non-operational), Teri G. Galardi, Dir, Pres, Secy, Treas, 100%, To: JCK Ventures, LLC, dba Heights, 465 South Decatur Boulevard, Lorri A. Campbell, Mgr, The JCK Family Trust, Mmbr, 95%, Lorri A. Campbell, Trustee, Candace L. Campbell, Mmbr, 5% - Ward 1 (Moncrief)
8. Approval of Change of Ownership, Location and Business Name for a Tavern License and a new Restricted Gaming License for 15 slots subject to the provisions of the fire and planning codes and Health Dept. regulations, From: Westronics, Inc., dba Honest John's "I'm Back!" Casino, Bar & Restaurant, 2430 Las Vegas Boulevard South (Non-operational), Claudia D. Wichinsky, Dir, Pres, Treas, 50%, Glenn E. Wichinsky, Dir, Secy, 50%, To: Nelson M. Maldonado, dba Bar Vertigo, 2025 East Charleston Boulevard, Nelson M. Maldonado, 100%, Mark M. Mintz, Lender - Ward 3 (Reese)
9. Approval of a new Restricted Gaming License for 5 slots subject to confirmation of approval by the Nevada Gaming Commission, Costello Marketing, LLC, dba Wash N' Save Laundromat, 235 North Eastern Avenue, Suite 124, Michael J. Costello, Mgr, Mmbr, 50%, Gail A. Costello, Mmbr, 50%, Margaret R. Symons, Key Employee - Ward 3 (Reese)
10. Approval of Change of Location for a Locksmith License, Charlie's Lock & Key, LLC, dba Charlie's Lock & Key, LLC, From: 232 North Jones Boulevard, 186, To: 29 North 28th Street, 5B, Susan M. Moses, Mgr, 51%, Charles M. Moses, Mgr, 49% - Ward 3 (Reese)
11. Approval of Change of Ownership and Business Name for a Class III-B Secondhand Dealer License, From: Progressive Pallets, Inc., dba Progressive Pallets, Inc., James E. Crow, Dir, Pres, 100%, To: Image Pallets, LLC, dba Progressive Pallets, 1080 South Commerce Street, Image Investments, Inc., Mgr, Mmbr, 80%, Robert E. Pippen, Dir, Pres, 100%, Progressive Pallets, Inc., Mgr, Mmbr, 20%, James E. Crow, Dir, Pres, 100% - Ward 1 (Moncrief)
12. Approval of award of Bid No. 05.1730.07-LED, Traffic Improvements Package #5 - Federal Project No. STP-0159(009) and approve the construction conflicts and contingency reserve set by Finance and Business Services - Department of Public Works - Award recommended to: WELLS CARGO, INC. (\$2,479,353.60 - Road and Flood Capital Project Fund) - Wards 2, 4 and 6 (Wolfson, Brown and Mack)

FINANCE & BUSINESS SERVICES - CONSENT

13. Approval of authorization to use Clark County Bid Number 5619-04 for Scott Eagle Imaging 160 Thermal Imaging Cameras - Department of Fire and Rescue – Awarded to: FIRST IN, INC. (\$98,978 – Multipurpose Special Revenue Fund)
14. Approval of issuance of purchase orders for the purchase of specialty printing paper stock for the City's Graphic Arts Division to satisfy the City's printing requirements - Department of Information Technologies, Graphic Arts - Award recommended to: VARIOUS SUPPLIERS (Estimated annual aggregate amount of \$90,000 - Graphic Arts Internal Service Fund)
15. Approval of award of Contract No. 050108, Historic Preservation Consulting Services for the Post Office at 301 Stewart Ave. - Public Works - Award recommended to: CHATTEL ARCHITECTURE, PLANNING & PRESERVATION, INC. (\$44,720 - Parks and Leisure Activities Capital Project Fund) - Ward 5 (Weekly)
16. Approval of award of Macromedia Software End User License Agreement (including indemnification provision) - Department of Information Technologies - Award recommended to: MARKETWARE TECHNOLOGIES (\$1,068 - Computer Services Internal Service Fund)
17. Approval of revision to purchase order 212965 for Rental of Multi-Functional Devices - Department of Information Technologies - Award to: IKON OFFICE SOLUTIONS (\$180,000 - Graphic Arts Internal Service Fund)
18. Approval of award of Bid No. 050104-TB, Annual Requirements Contract for Liquid Polymer - Department of Public Works - Award recommended to: CIBA SPECIALTY CHEMICALS CORPORATION (Estimated annual amount of \$1,000,000 - Sanitation Enterprise Fund)

FIRE & RESCUE - CONSENT

19. Approval authorizing the Department of Fire & Rescue to execute a Secondary User's Agreement with the Clark County Health District for the transfer of interoperable radio equipment for public safety communications - All Wards
20. Approval to accept a FY2004 Congressionally Mandated Grant Award in the amount of \$395,750 for public safety interoperable communications projects - All Wards
21. Approval of a Memorandum of Understanding between the City of Las Vegas and the Volunteer Center of Southern Nevada for the transfer of U.S. Department of Homeland Security grant funds in the amount of \$6,110 to support volunteer management services - All Wards

HUMAN RESOURCES - CONSENT

22. Approval to create one temporary full time Office Specialist I position to support the Centennial Celebration Committee in the City Manager's Office (\$50,100 - Centennial Funds) - All Wards

PUBLIC WORKS - CONSENT

23. Approval of a Grant Deed from F & F Horizons Associates, LLC, a Delaware limited liability company, for portions of the Southeast Quarter of Section 32, Township 20 South, Range 60 East, Mount Diablo Meridian, for dedication of additional rights-of-way for a right turn lane and bus turnout located at the northwest corner of Charleston Boulevard and Durango Drive, APN 138-32-801-001 – Ward 2 (Wolfson)
24. Approval of an Easements and Rights-of-Way Grant to the Las Vegas Valley Water District, a Quasi-Municipal Corporation for a portion of the Southeast Quarter of Section 25, Township 20 South, Range 61 East, Mount Diablo Meridian for a water easement (15 feet by 20 feet) on the south side of Washington Avenue, west of Pecos Road to serve the Freedom Park Pool, APN 139-25-701-002 - Ward 3 (Reese)

PUBLIC WORKS - CONSENT

25. Approval of Interlocal Agreement 109129 Amendment 1 with the Las Vegas Valley Water District (District) for the City of Las Vegas Special Improvement District 1487 as part of the Jones Boulevard - Beltway to Elkhorn project - Ward 6 (Mack)
26. Approval of a Non-refundable Contribution in Aid of Construction Agreement with Nevada Power Company to facilitate relocation of a Nevada Power Company switchgear near the corner of Durango Drive and Vegas Drive (\$36,426 - Regional Transportation Commission [RTC]) - Wards 2 and 4 (Wolfson and Brown)
27. Approval of a Rule 9 Line Extension Agreement with Nevada Power Company for the installation of utility for electric services to provide power for streetlights at the Elkhorn Overpass over US95 construction project (\$13,526 - Regional Transportation Commission [RTC]) - Ward 6 (Mack)
28. Approval of a Sewer Connection and Interlocal Contract with Clark County Water Reclamation District - Southwest Engineering on behalf of White Horse Estates, LLC, owners (northeast corner of Elkhorn Road and Torrey Pines Boulevard, APN 125-14-801-001) - County (near Ward 6 - Mack)
29. Approval of an Encroachment Request from D. R. Horton, Incorporated, owner (northeast corner of Fort Apache Road and Gilcrease Avenue) - Ward 6 (Mack)
30. Approval of an Encroachment Request from Slater Hanifan Group on behalf of Pardee Homes Nevada, Incorporated, owner (Tee Pee Lane between Deer Springs Way and Dorrell Lane) - Ward 6 (Mack)
31. Approval of a Sewer Connection and Interlocal Contract with Clark County Water Reclamation District - VTN Nevada on behalf of Quarterhorse Falls Estates, LLC, owners (northeast corner of Horse Drive and Mustang Street, APN 125-11-603-001 and 125-11-603-002) - County (near Ward 6 - Mack)
32. Approval of an Encroachment Request from Orion Engineering and Surveying, Incorporated, on behalf of Plaster Development Company, Incorporated, owner (Shadow Lane north of Alta Drive) - Ward 5 (Weekly)
33. Approval of a Sewer Connection and Interlocal Contract with Clark County Water Reclamation District - Southwest Engineering on behalf of White Horse Estates, LLC, owners (southwest corner of Torrey Pines Boulevard and Severance Lane, APN 125-14-403-001, 125-14-403-002, 125-14-403-003, and 125-14-403-004) - County (near Ward 6 - Mack)
34. Approval of Interlocal Agreement 110449 with the Las Vegas Valley Water District for water service at Freedom Park Pool and Bathhouse (\$86,126 - Recreation Capital Projects Fund) - Ward 3 (Reese)

RESOLUTIONS - CONSENT

35. R-152-2004 - Approval of a Resolution Determining the Cost and Directing the City Engineer to prepare the Final Assessment Roll for Special Improvement District No. 1480 - Buffalo Drive (Cheyenne Avenue to Lone Mountain Road) (\$308,608.02 - Capital Projects Fund/Special Assessments) - Ward 4 (Brown)
36. R-153-2004 - Approval of a Resolution fixing the time and place when complaints, protests, and objections to the Final Assessment Roll will be heard for Special Improvement District No. 1480 - Buffalo Drive (Cheyenne Avenue to Lone Mountain Road) (\$308,608.02 - Capital Projects Fund/Special Assessments) - Ward 4 (Brown)
37. R-154-2004 - Approval of a Resolution Determining the Cost and Directing the City Engineer to prepare the Final Assessment Roll for Special Improvement District No. 1495 - Buffalo Drive (Cheyenne Avenue to Lone Mountain Road) (\$12,759.92 - Capital Projects Fund/Special Assessments) - Ward 4 (Brown)
38. R-155-2004 - Approval of a Resolution fixing the time and place when complaints, protests, and objections to the Final Assessment Roll will be heard for Special Improvement District No. 1495 - Buffalo Drive (Cheyenne Avenue to Lone Mountain Road) (\$12,759.92 - Capital Projects Fund/Special Assessments) - Ward 4 (Brown)
39. R-156-2004 - Approval of a Resolution Establishing the Interest Rate for Special Improvement District No. 1499 - Alexander Road (US-95 to Rancho Drive) (\$78,002.48 - Capital Projects Fund/Special Assessments) - Ward 6 (Mack)

RESOLUTIONS - CONSENT

40. R-157-2004 - Approval of a resolution directing the City Treasurer to give notice of the sale of a property (Parcel Number 139-28-201-001) located on the northeast corner of Washington Avenue and Tonopah Drive for which the City holds a Certificate of Sale as the result of the foreclosure of an assessment lien, and providing other matters properly relating thereto - Ward 5 (Weekly)

REAL ESTATE COMMITTEE - CONSENT

41. Approval of entering into negotiations with Investment Equity Development (IED) for the sale of approximately 4.58 acres of City owned land located in the vicinity of Cheyenne Avenue and Durango Drive, APNs 138-08-801-006 and -007 for development of an office park - Ward 4 (Brown)
42. Approval of a Land Lease Agreement between the City of Las Vegas and Southwestco Wireless, LP, d/b/a Verizon Wireless, by Southwestco Wireless, Inc., for a wireless communications system located on approximately 200 square feet of property located at 7151 Oso Blanca Road, commonly known as Mountain Ridge Park (\$386,880 revenue for duration of contract) - Ward 6 (Mack)
43. Approval of a Lease Agreement between the City of Las Vegas and Nevada Hospitality Service, LLC, for a storage area at the Downtown Transportation Center (DTC) located at 300 North Casino Center Boulevard (\$1,200 first year revenue) - Ward 5 (Weekly)
44. Approval of a Lease Agreement between the City of Las Vegas and Nevada Hospitality Service, LLC, for a food cart at the Downtown Transportation Center (DTC) located at 300 North Casino Center Boulevard (\$7,500 first year revenue) - Ward 5 (Weekly)

DISCUSSION / ACTION ITEMS

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. ABEYANCE ITEM - Discussion and possible action on Appeal of Work Card Denial: Michael J. Amsbary, 2725 W. Wigwam Avenue, Apt. 1089, Las Vegas, Nevada 89123
47. Discussion and possible action on Appeal of Work Card Denial: Meredith Howard Polzel, 320 S. First Street, Las Vegas, Nevada 89101

FINANCE & BUSINESS SERVICES - DISCUSSION

48. ABEYANCE ITEM - 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
49. ABEYANCE ITEM - 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)

FINANCE & BUSINESS SERVICES - DISCUSSION

50. Discussion and possible action regarding Temporary Approval of a new Supper Club License subject to the provisions of the fire codes and Health Dept. regulations, Islands Summerlin/Anaheim Hills, LP, dba Islands Fine Burgers & Drinks, 10810 West Charleston Boulevard, Islands Summerlin, LLC, Gen Ptnr, 25%, Islands Anaheim Hills, LLC, Gen Ptnr, 25%, Islands Restaurants, Ltd Ptnr, Mgr, Class B Mmbr, 80%, Douglas E. Kollus, Class A Mmbr, 10%, Michael B. Smith, Class A Mmbr, 4%, Reiko L. Matsumoto, Class A Mmbr, 3.4%, Lewis M. Jackson, Class A Mmbr, 2%, Robert L. Richards, Jr., Class A Mmbr, .6% - Ward 2 (Wolfson)

51. Discussion and possible action regarding Change of Ownership and Business Name for a Tavern License and a new Restricted Gaming License for 10 slots subject to the provisions of the fire codes and Health Dept. regulations, From: B4 and After, a Limited Partnership, dba Bunkhouse, Thomas M. Burns, Gen Ptnr, 33 1/3%, Stewart L. Bell, Ltd Ptnr, 33 1/3%, James M. Bixler, Ltd Ptnr, 33 1/3%, To: Quality Commercial Maintenance, Inc., dba The Bunkhouse, 124 South 11th Street, Charles J. Fox, Dir, Pres, Secy, Treas, 100% - Ward 1 (Moncrief)

52. Discussion and possible action regarding Temporary Approval of Change of Ownership for a Pawnbroker/Pistol Permit and a Class II Secondhand Dealer License, From: Camco, Inc., Steven A. Mack, COB, CEO, Bryan W. Waters, Pres, COO, Marco A. Herrera, VP, Secy, Steven Mack Revocable Trust, 100%, Steven A. Mack, Trustee, To: Cash America, Inc. of Nevada, dba SuperPawn: 1150 South Rainbow Boulevard; 3270 South Valley View Boulevard; 126 South 1st Street, Daniel Ray Feehan, Dir, CEO, Pres, Cash America International, Inc., 100%, Daniel R. Feehan, Dir, CEO, Pres - Ward 1 (Moncrief)

53. Discussion and possible action regarding Temporary Approval of Change of Ownership for a Pawnbroker/Pistol Permit and a Class II Secondhand Dealer License, From: Camco, Inc., Steven A. Mack, COB, CEO, Bryan W. Waters, Pres, COO, Marco A. Herrera, VP, Secy, Steven Mack Revocable Trust, 100%, Steven A. Mack, Trustee, To: Cash America, Inc. of Nevada, dba SuperPawn, 7585 West Washington Avenue, Daniel Ray Feehan, Dir, CEO, Pres, Cash America International, Inc., 100%, Daniel R. Feehan, Dir, CEO, Pres - Ward 2 (Wolfson)

54. Discussion and possible action regarding Temporary Approval of Change of Ownership for a Pawnbroker/Pistol Permit and a Class II Secondhand Dealer License, From: Camco, Inc., Steven A. Mack, COB, CEO, Bryan W. Waters, Pres, COO, Marco A. Herrera, VP, Secy, Steven Mack Revocable Trust, 100%, Steven A. Mack, Trustee, To: Cash America, Inc. of Nevada, dba SuperPawn: 515 East St. Louis Avenue; 2300 East Charleston Boulevard, Daniel Ray Feehan, Dir, CEO, Pres, Cash America International, Inc., 100%, Daniel R. Feehan, Dir, CEO, Pres - Ward 3 (Reese)

55. Discussion and possible action regarding Temporary Approval of Change of Ownership for a Pawnbroker/Pistol Permit and a Class II Secondhand Dealer License, From: Camco, Inc., Steven A. Mack, COB, CEO, Bryan W. Waters, Pres, COO, Marco A. Herrera, VP, Secy, Steven Mack Revocable Trust, 100%, Steven A. Mack, Trustee, To: Cash America, Inc. of Nevada, dba SuperPawn, 5910 West Lake Mead Boulevard, Daniel Ray Feehan, Dir, CEO, Pres, Cash America International, Inc., 100%, Daniel R. Feehan, Dir, CEO, Pres - Ward 5 (Weekly)

56. Discussion and possible action regarding Temporary Approval of Change of Ownership for a Pawnbroker/Pistol Permit and a Class II Secondhand Dealer License, From: Camco, Inc., Steven A. Mack, COB, CEO, Bryan W. Waters, Pres, COO, Marco A. Herrera, VP, Secy, Steven Mack Revocable Trust, 100%, Steven A. Mack, Trustee, To: Cash America, Inc. of Nevada, dba SuperPawn: 4111 North Rancho Drive; 6824 West Cheyenne Avenue, Daniel Ray Feehan, Dir, CEO, Pres, Cash America International, Inc., 100%, Daniel R. Feehan, Dir, CEO, Pres - Ward 6 (Mack)

57. Discussion and possible action regarding a Six Month Review of a Beer/Wine/Cooler Off-sale License, Melva Boyd, dba Lucky Champ, 1420 West Bonanza Road, Melva D. Boyd, 100% - Ward 5 (Weekly)

58. Discussion and possible action regarding Temporary Approval of a new Wholesale General License, Vin Sauvage, LLC, dba Vin Sauvage, LLC, 4050 West Sunset Road, Suite D, Sauvage Gas Company, Mmbr, 100%, Ward A. Sauvage, Dir, Pres, David E. Miller, Dir, Secy, Treas, Alan Sauvage, Mgr - County

HUMAN RESOURCES - DISCUSSION

59. Discussion and possible action to create thirty-four (34) regular full time Corrections Officer positions and three (3) regular full time Corrections Sergeant positions to supervise inmates at the City Detention Center (\$1,783,419 - General Fund) - Ward 3 (Reese)

PLANNING & DEVELOPMENT - DISCUSSION

60. Discussion regarding possible changes to current Title 19.14.060 and 19.14.100 dimensional and other standards for On-Premise Free Standing Signs and Off-Premise Signs (billboards) and to direct staff accordingly - All Wards

RESOLUTIONS - DISCUSSION

61. R-158-2004 - Discussion and possible action on a Resolution to encourage volunteerism and public stewardship through the Take Pride in America Program - All Wards

BOARDS & COMMISSIONS - DISCUSSION

62. ANIMAL ADVISORY COMMITTEE – Staci Columbo, Term Expiration 11-15-2004
63. SENIOR CITIZEN LAW PROJECT ADVISORY BOARD – Kimberly Malloy, Term Expiration 11-1-2004
64. Appointment of Members to the Community Development Recommending Board

REAL ESTATE COMMITTEE - DISCUSSION

65. Discussion and possible action regarding a Disposition and Development Agreement (DDA) between CityMark Development LLC (CityMark) and Office District Parking I, Inc., (ODP) for the site located at 3rd Street and Bonneville Avenue, totaling approximately 2.38 acres (the Site), APNs 139-34-311-095 to -102 and -105 to -110 (Gain of \$5,196,200) - Ward 1 (Moncrief)

RECOMMENDING COMMITTEE REPORT - DISCUSSION

BILLS ELIGIBLE FOR ADOPTION AT THIS MEETING

66. 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
67. 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.)

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.

68. 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

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.

69. Bill No. 2004-69 - Establishes new solid waste and recycling regulations. Proposed by: Mark R. Vincent, Director of Finance and Business Services

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.

70. Bill No. 2004-70 - Annexation No. ANX-4957 - Property location: On the north side of Ann Road, east and west of Mustang Road (aka Mustang Street); Petitioned by: Matrix Development Corporation, et al.; Acreage: 10.69 acres; Zoned: R-E (County zoning), U (R) and U (RE) (City equivalents). Sponsored by: Councilman Michael Mack

1:00 P.M. - AFTERNOON SESSION

BUSINESS ITEMS - AFTERNOON

71. 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

72. ABEYANCE ITEM - Hearing to consider the appeal regarding the Zoning Violations/Nuisance Notice and Order to Comply regarding 6318 West Sahara Avenue. PROPERTY OWNERS: C S S SAHARA LP - Ward 1 (Moncrief)
73. Public hearing to consider the report of expenses to recover costs for abatement of dangerous buildings, a public nuisance and an imminent hazard located at 15 West Owens Avenue. PROPERTY OWNERS: WEST OWENS MANAGEMENT GROUP, LLC, CCSD PROPERTIES, INC., DAVID DIMARCO, SANDI DIMARCO, AND T & B DEL CORP. - Ward 5 (Weekly)

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 - DISCUSSION

74. DIR-5079 - ABEYANCE ITEM - APPLICANT/OWNER: SCOTCH EIGHTY HOMEOWNERS ASSOCIATION - Appeal of Director's decision per Title 19.00.070.F to deny the application of a Petition to Vacate public streets located within the Scotch Eighty Subdivision for failure to comply with Title 19.04.040, Ward 1 (Moncrief). Staff recommends DENIAL
75. RQR-5115 - PUBLIC HEARING - APPLICANT/OWNER: UNITED BROTHERS ENTERPRISES - Request for a Required Six Month Review of AN APPROVED REVIEW OF CONDITION (ROC-3797) OF AN APPROVED SPECIAL USE PERMIT (U-0088-01), WHICH ALLOWED THE INDIVIDUAL SALES OF ANY SIZE BEER, WINE COOLERS, AND SCREW CAP WINE at 2320 East Fremont Street (APN 139-35-805-001), C-2 (General Commercial) Zone, Ward 3 (Reese). Staff recommends APPROVAL
76. RQR-5238 - PUBLIC HEARING - APPLICANT/OWNER: COSTCO WHOLESALE - Required One Year Review of an approved Review of Condition (ROC-2882) of an approved Special Use Permit (U-0171-00) WHICH ALLOWED THE DELIVERY OF PACKAGED LIQUOR BETWEEN THE HOURS OF 6 AM AND 6 PM WHERE THE DELIVERY HOURS WERE RESTRICTED TO 6 AM TO NOON at 801 South Pavilion Center Drive (APN 137-35-714-001), P-C (Planned Community) Zone, Ward 2 (Wolfson). Staff recommends APPROVAL
77. ROC-5057 - ABEYANCE ITEM - 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
78. ROC-5250 - PUBLIC HEARING - APPLICANT: TIM C. AYALA - OWNER: FRANCISCO MENDOZA - Request for a Review of Condition Number 3 of an approved Rezoning (ZON-3474) TO ALLOW SITE DEVELOPMENT PLAN REVIEW APPLICATIONS TO BE SUBMITTED ON AN INDIVIDUAL BASIS, WHERE A COMPREHENSIVE SITE PLAN, INCLUDING ALL LOTS, WAS REQUIRED TO BE SUBMITTED FOR APPROVAL BY THE PLANNING AND DEVELOPMENT DEPARTMENT AND THE DEPARTMENT OF PUBLIC WORKS PRIOR TO THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY FOR ANY OF THE LOTS INVOLVED IN THE REZONING on 1.7 acres at 600 to 804 North Jones Boulevard (APN 138-25-310-001 through 009), R-1 (Single Family Residence) Zone under Resolution of Intent to P-R (Professional Office and Parking), Ward 2 (Wolfson). Staff recommends DENIAL. (NOTE: SUBSEQUENT TO THE MAILING OF PUBLIC HEARING NOTICES, THE AGENDA HEADING WAS REVISED)
79. SDR-4498 - ABEYANCE ITEM - 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
80. SDR-4992 - PUBLIC HEARING - APPLICANT/OWNER: D.R. HORTON - Request for a Site Development Plan Review FOR A PROPOSED 94 LOT SINGLE FAMILY RESIDENTIAL DEVELOPMENT on 15.17 acres adjacent to the southeast corner of Deer Springs Way and Campbell Road (APN 125-20-301-006, 007 and 015), U (Undeveloped) Zone [TC (Town Center) General Plan designation] under Resolution of Intent to T-C (Town Center) and T-C (Town Center) Zone, Ward 6 (Mack). The Planning Commission (4-0-2 vote) and staff recommend APPROVAL
81. WVR-4833 - PUBLIC HEARING - APPLICANT: RICHMOND AMERICAN HOMES - OWNER: RANDEER, LLC - Request for a Waiver to Title 18.12.160 TO ALLOW APPROXIMATELY 90 FEET BETWEEN STREET INTERSECTIONS WHERE 220 FEET IS THE MINIMUM DISTANCE SEPARATION REQUIRED adjacent to the northwest corner of Cimarron Road and Deer Springs Way (APN 125-21-202-004), T-C (Town Center) Zone, Ward 6 (Mack). Staff recommends DENIAL. The Planning Commission (5-0-1 vote) recommends APPROVAL

PLANNING & DEVELOPMENT - DISCUSSION

82. SDR-4832 - PUBLIC HEARING - APPLICANT: RICHMOND AMERICAN HOMES - OWNER: RANDEER, LLC - Request for an Site Development Plan Review FOR A 131 LOT SINGLE FAMILY DETACHED DEVELOPMENT on 11.3 acres adjacent to the northwest corner of Cimarron Road and Deer Springs Way (APN 125-21-202-004), TC (Town Center) Zone, Ward 6 (Mack). Staff recommends DENIAL. The Planning Commission (5-0-1 vote) recommends APPROVAL. (NOTE: Approval was for 70 units)

83. MOD-4632 - PUBLIC HEARING - APPLICANT: ROYAL CONSTRUCTION - OWNER: SHADOW HILLS PLAZA, LLC - Request for a Major Modification to the Lone Mountain Master Development Plan FROM: VC (VILLAGE COMMERCIAL) TO: MLA (MEDIUM-LOW ATTACHED RESIDENTIAL) on 3.7 acres adjacent to the southwest corner of Buckskin Avenue and Shady Timber Street (a portion of APN 137-12-401-022 and a portion of 137-12-801-001), U (Undeveloped) Zone [PCD (Planned Community Development) General Plan Designation] under Resolution of Intent to PD (Planned Development), Ward 4 (Brown). Staff recommends DENIAL. The Planning Commission (5-0-1 vote) recommends APPROVAL

84. WVR-4754 - PUBLIC HEARING - APPLICANT: ROYAL CONSTRUCTION - OWNER: SHADOW HILLS PLAZA, LLC - Request for Waivers of TITLE 18.12.160 TO ALLOW A 210-FOOT SEPARATION DISTANCE BETWEEN INTERSECTIONS WHERE A MINIMUM OF 220 FEET IS REQUIRED WHEN PROVIDING EXTERNAL ACCESS FROM A SUBDIVISION TO AN EXISTING STREET HAVING A RIGHT-OF-WAY WIDTH OF 60 FEET OR MORE AND OF 18.12.130 TO ALLOW A PRIVATE DRIVE GREATER THAN 150 FEET WITHOUT A CIRCULAR TURN-AROUND OR EMERGENCY SERVICE VEHICLE ACCESS GATE, IN CONJUNCTION WITH A PROPOSED 44-LOT SINGLE-FAMILY ATTACHED RESIDENTIAL DEVELOPMENT on 3.70 acres adjacent to the southwest corner of Shady Timber Street and Buckskin Avenue (a portion of APN 137-12-401-022 and a portion of 137-12-801-001), U (Undeveloped) Zone [PCD (Planned Community Development) General Plan Designation] under Resolution of Intent to PD (Planned Development) [Village Commercial Lone Mountain Special Land Use Designation - PROPOSED: MLA (Medium-Low Attached Residential)], Ward 4 (Brown). Staff recommends DENIAL. The Planning Commission (5-0-1 vote) recommends APPROVAL

85. SDR-4751 - PUBLIC HEARING - APPLICANT: ROYAL CONSTRUCTION - OWNER: SHADOW HILLS PLAZA, LLC - Request for a Site Development Plan Review FOR A PROPOSED 44-LOT SINGLE-FAMILY ATTACHED RESIDENTIAL DEVELOPMENT on 3.70 acres adjacent to the southwest corner of Shady Timber Street and Buckskin Avenue (a portion of APN 137-12-401-022 and a portion of 137-12-801-001), U (Undeveloped) Zone [PCD (Planned Community Development) General Plan Designation] under Resolution of Intent to PD (Planned Development) [Village Commercial Lone Mountain Special Land Use Designation - PROPOSED: MLA (Medium-Low Attached Residential)], Ward 4 (Brown). Staff recommends DENIAL. The Planning Commission (5-0-1 vote) recommends APPROVAL

86. 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

87. VAC-4747 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT/OWNER: M T C 118, INC. - Petition to Vacate the stubbed portion of Wittig Avenue east of Durango Drive, Ward 6 (Mack). The Planning Commission (3-2 vote) and staff recommend APPROVAL

88. VAC-4948 - PUBLIC HEARING - APPLICANT: KIMBALL HILL HOMES - OWNER: CLIFF'S EDGE, LLC - Request for a Petition of Vacation to vacate U. S. Government Patent Reservations generally located south of Elkhorn Road, between Puli Road and Shaumber Road, Ward 6 (Mack). The Planning Commission (5-0-1 vote) and staff recommend APPROVAL

89. VAC-4949 - PUBLIC HEARING - APPLICANT: KIMBALL HILL HOMES - OWNER: CLIFF'S EDGE, LLC - Request for a Petition of Vacation to vacate U. S. Government Patent Reservations generally located south of Elkhorn Road, between Shaumber Road and Hualapai Way, Ward 6 (Mack). The Planning Commission (5-0-1 vote) and staff recommend APPROVAL

90. VAC-4967 - PUBLIC HEARING - APPLICANT/OWNER: SAMER NAKHLE - Request for a Petition to vacate a portion of the south half of Holmby Avenue, east of Belcastro Street, south of Holmby Avenue, Ward 1 (Moncrief). The Planning Commission (6-0 vote) and staff recommend APPROVAL

PLANNING & DEVELOPMENT - DISCUSSION

91. VAR-4934 - PUBLIC HEARING - APPLICANT/OWNER: KENNINGTON DEVELOPMENT, LLC - Request for a Variance to ALLOW A LOT WIDTH OF 99 FEET WHERE 100 FEET IS THE MINIMUM WIDTH REQUIRED FOR A PROPOSED THREE LOT SINGLE FAMILY RESIDENTIAL DEVELOPMENT on 1.79 acres adjacent to the southeast corner of Jones Boulevard and Whispering Sands Drive (APN 125-13-201-001), R-E (Residence Estates) Zone, Ward 6 (Mack). The Planning Commission (5-0 vote) and staff recommend APPROVAL

92. SUP-4933 - PUBLIC HEARING - APPLICANT/OWNER: KENNINGTON DEVELOPMENT, LLC - Request for a Special Use Permit to ALLOW A PRIVATE STREET FOR A PROPOSED THREE LOT SINGLE FAMILY RESIDENTIAL DEVELOPMENT adjacent to the southeast corner of Jones Boulevard and Whispering Sands Drive (APN 125-13-201-001), R-E (Residence Estates) Zone, Ward 6 (Mack). The Planning Commission (5-0 vote) and staff recommend APPROVAL

93. VAR-4986 - PUBLIC HEARING - APPLICANT/OWNER: RODRIGO AND TERESITA HERRERA - Request for a Variance TO ALLOW 21 PARKING SPACES WHERE 32 ARE REQUIRED on 0.44 acres at 946 East Sahara Avenue (APN 162-03-801-114), C-1 (Limited Commercial) Zone, Ward 3 (Reese). Staff recommends DENIAL. The Planning Commission (5-1 vote) recommend APPROVAL

94. SDR-4990 - PUBLIC HEARING - APPLICANT/OWNER: RODRIGO AND TERESITA HERRERA - Request for a Site Development Plan Review FOR A RETAIL BUILDING AND WAIVERS OF SETBACK AND LANDSCAPING STANDARDS on 0.44 acres at 946 East Sahara Avenue (APN 162-03-801-114), C-1 (Limited Commercial) Zone, Ward 3 (Reese). Staff recommends DENIAL. The Planning Commission (5-1 vote) recommends APPROVAL

95. RQR-5234 - PUBLIC HEARING - APPLICANT: EXPRESS CASH AND LOANS - OWNER: NERCES HIMIDIAN LIVING TRUST - Required Six Month Review of an approved Special Use Permit (SUP-3747) WHICH ALLOWED A FINANCIAL INSTITUTION, SPECIFIED at 1426 East Charleston Boulevard, Suite 110 (APN 162-02-110-007), C-1 (Limited Commercial) Zone, Ward 3 (Reese). Staff recommends DENIAL

96. RQR-4669 - ABEYANCE ITEM - 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

97. RQR-4959 - PUBLIC HEARING - APPLICANT: LAMAR ADVERTISING - OWNER: FOSTER DAY CORPORATION - Appeal filed by the applicant from the Denial by the Planning Commission on a Required Two Year Review of an approved Special Use Permit (U-0036-95) WHICH ALLOWED A 40 FOOT HIGH, 14-FOOT X 48-FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGN at 2401 North Decatur Boulevard (APN 138-13-801-083), C-1 (Limited Commercial) Zone, Ward 5 (Weekly). The Planning Commission (6-0 vote) and staff recommend DENIAL

98. 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

99. SUP-4844 - ABEYANCE ITEM - 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

PLANNING & DEVELOPMENT - DISCUSSION

100. SUP-4918 - ABEYANCE ITEM - 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

101. SUP-4694 - PUBLIC HEARING - APPLICANT: ORION OUTDOOR MEDIA - OWNER: RICHARD AND BARBARA STIMAC AND KAY RODRIGUEZ - Request for a Special Use Permit FOR A PROPOSED 40-FOOT TALL, 14-FOOT BY 48-FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGN at 7075 West Craig Road (APN 138-03-701-003), C-1 (Limited Commercial) Zone Ward 6 (Mack). The Planning Commission (6-0 vote) and staff recommend APPROVAL

102. SUP-4814 - PUBLIC HEARING - APPLICANT: HANDY CASH LOAN CENTERS - OWNER: CHEYENNE LORENZI, LTD - Appeal filed by the applicant from the Denial by the Planning Commission on a request for a Special Use Permit FOR A FINANCIAL INSTITUTION, SPECIFIED WITH A SEPARATION OF ZERO FEET WHERE 200 IS REQUIRED FROM A RESIDENTIAL PROPERTY, A SEPARATION OF 800 FEET WHERE 1,000 FEET IS REQUIRED FROM A SIMILAR USE, AND A WAIVER OF THE 1,500 SQUARE FOOT INTERIOR SPACE REQUIREMENT adjacent to the southeast corner of Cheyenne Avenue and Rainbow Boulevard (APN 138-14-101-005), C-1 (Limited Commercial) Zone, Ward 6 (Mack). The Planning Commission (6-0 vote) and staff recommend DENIAL

103. SUP-4953 - PUBLIC HEARING - APPLICANT: KELLY'S KASINO - OWNER: SIXTH PLAZA, LLC - Request for a Special Use Permit FOR A TAVERN AND WAIVER FROM THE 1,500 FOOT DISTANCE SEPARATION REQUIREMENT FROM AN EXISTING TAVERN adjacent to the southeast corner of Craig Road and Jones Boulevard (APN 138-01-312-002), C-1 (Limited Commercial) Zone, Ward 6 (Mack). The Planning Commission (5-0 vote) and staff recommend APPROVAL

104. SUP-4975 - PUBLIC HEARING - APPLICANT: DOLLAR FINANCE - OWNERS: JIMMY SPIROPOLOUS TRUST AND NICK AND MARK KEZIOS FAMILY TRUST - Request for a Special Use Permit FOR A FINANCIAL INSTITUTION, SPECIFIED TO ALLOW A 19 FOOT MINIMUM DISTANCE SEPARATION FROM RESIDENTIAL PROPERTY WHERE 200 FEET IS REQUIRED, AND 634 FEET FROM A SIMILAR USE WHERE 1,000 FEET IS REQUIRED at 4225 West Sahara Avenue (APN 162-07-501-004), C-1 (Limited Commercial) Zone, Ward 1 (Moncrief). Staff recommends DENIAL. The Planning Commission (5-1 vote) recommends APPROVAL

105. SUP-4984 - PUBLIC HEARING - APPLICANT: OCHA CUISINE - OWNER: RICHARD L. CALCATERRA 1985 TRUST AND MELISSA F. CALCATERRA 1985 TRUST - Request for a Special Use Permit FOR A RESTAURANT SERVICE BAR at 2211 Las Vegas Boulevard South (APN 162-03-410-006), C-2 (General Commercial) Zone, Ward 3 (Reese). The Planning Commission (5-0-1 vote) and staff recommend APPROVAL

106. SUP-4994 - PUBLIC HEARING - APPLICANT: MILFORD MAYNARD - OWNER: HUGH N. CANADY - Request for a Special Use Permit FOR A FINANCIAL INSTITUTION, SPECIFIED AND A WAIVER TO ALLOW 1,025 SQUARE FEET OF FLOOR AREA WHERE 1,500 SQUARE FEET IS REQUIRED at 1591 North Decatur Boulevard (APN 138-25-503-005), C-1 (Limited Commercial) Zone, Ward 1 (Moncrief). The Planning Commission vote (3-3) ended in a tie, therefore it is going forward with NO RECOMMENDATION. Staff recommends DENIAL.

107. SUP-4996 - PUBLIC HEARING - APPLICANT: EN ENGINEERING - OWNER: MARY BARTSAS 13, LLC - Request for a Special Use Permit FOR A HOME IMPROVEMENT WAREHOUSE STORE adjacent to the northwest corner of Craig Road and Jones Boulevard (a portion of APN 138-02-601-004), R-E (Residence Estates) Zone under Resolution of Intent to C-1 (Limited Commercial), Ward 6 (Mack). The Planning Commission (6-0 vote) and staff recommend APPROVAL

108. SDR-4995 - PUBLIC HEARING - APPLICANT: EN ENGINEERING - OWNER: MARY BARTSAS 13, LLC - Request for a Site Development Plan Review FOR A 204,193 SQUARE FOOT COMMERCIAL DEVELOPMENT AND A WAIVER OF THE BUILD TO LINE STANDARDS on 16.5 acres adjacent to the northwest corner of Craig Road and Jones Boulevard (a portion of APN 138-02-601-004), R-E (Residence Estates) Zone under Resolution of Intent to C-1 (Limited Commercial), Ward 6 (Mack). The Planning Commission (6-0 vote) and staff recommend APPROVAL

PLANNING & DEVELOPMENT - DISCUSSION

109. ZON-4981 - PUBLIC HEARING - APPLICANT: KIMBALL HILL HOMES - OWNER: UNITED STATES OF AMERICA - Request for a Rezoning FROM: U (UNDEVELOPED) [ML (MEDIUM-LOW DENSITY RESIDENTIAL) GENERAL PLAN DESIGNATION] TO: R-PD6 (RESIDENTIAL PLANNED DEVELOPMENT - 6 UNITS PER ACRE) on 5.09 acres at the northwest corner of Tee Pee Lane and Farm Road (a portion of APN 125-18-601-015), Ward 6 (Mack). The Planning Commission (5-0-1 vote) and staff recommend APPROVAL
110. SDR-4982 - PUBLIC HEARING - APPLICANT: KIMBALL HILL HOMES - OWNER: UNITED STATES OF AMERICA - Request for a Site Development Plan Review FOR A 26 LOT SINGLE FAMILY DETACHED RESIDENTIAL DEVELOPMENT on 5.09 acres at the northwest corner of Tee Pee Lane and Farm Road (a portion of APN 125-18-601-015), U (Undeveloped) Zone [ML (Medium-Low Density Residential) General Plan Designation] [PROPOSED: R-PD6 (Residential Planned Development - 6 Units Per Acre)], Ward 6 (Mack). The Planning Commission (5-0-1 vote) and staff recommend APPROVAL
111. ZON-4987 - PUBLIC HEARING - APPLICANT/OWNER: LOENIDAS P. AND WANDA M. FLANGAS - Request for a Rezoning FROM: R-E (RESIDENCE ESTATES) TO: R-D (SINGLE FAMILY RESIDENTIAL-RESTRICTED) on 3.88 acres adjacent to southeast corner of Jones Boulevard and La Madre Way (APN 125-36-401-017), Ward 6 (Mack). The Planning Commission (4-1-1 vote) and staff recommend APPROVAL
112. SUP-4988 - PUBLIC HEARING - APPLICANT/OWNER: LOENIDAS P. AND WANDA M. FLANGAS - Request for a Special Use Permit FOR PRIVATE STREETS IN A PROPOSED 13 LOT SINGLE FAMILY DEVELOPMENT adjacent to the southeast corner of Jones Boulevard and La Madre Way (APN 125-36-401-017), R-E (Residence Estates) Zone [PROPOSED: R-D (Single Family Residential-Restricted)], Ward 6 (Mack). The Planning Commission (4-1-1 vote) and staff recommend APPROVAL
113. WVR-4989 - PUBLIC HEARING - APPLICANT/OWNER: LOENIDAS P. AND WANDA M. FLANGAS - Request for a Waiver of Title 18.12.160 TO ALLOW APPROXIMATELY 200 FEET BETWEEN STREET INTERSECTIONS WHERE 220 FEET IS MINIMUM DISTANCE REQUIRED FOR A PROPOSED 13 LOT SINGLE FAMILY DEVELOPMENT on 3.88 acres adjacent to the southeast corner of Jones Boulevard and La Madre Way (APN 125-36-401-017), R-E (Residence Estates) Zone [PROPOSED: R-D (Single Family Residential-Restricted)], Ward 6 (Mack). The Planning Commission (4-1-1 vote) and staff recommend APPROVAL

SET DATE

114. 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

Exhibit "B"

(Attach Affidavit of Publication of Notice of Public Hearing)

AFFP DISTRICT COURT
Clark County, Nevada

AFFIDAVIT OF PUBLICATION

STATE OF NEVADA)
COUNTY OF CLARK)

SS:

Donna Stark, being 1st duly sworn, deposes and says:

That she is the Legal Clerk for the Las Vegas Review-Journal and the Las Vegas Sun, daily newspapers regularly issued, published and circulated in the City of Las Vegas, County of Clark, State of Nevada, and that the advertisement, a true copy attached for,

LV CITY CLERK
3668748

2296311LV

was continuously published in said Las Vegas Review Journal and/or Las Vegas Sun in 3 edition(s) of said newspaper issued from 11/01/2004 to 11/15/2004, on the following days: NOV. 1, 8, 15, 2004

Signed: _____

Donna Stark

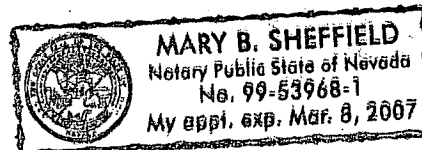
SUBSCRIBED AND SWORN BEFORE ME THIS THE _____

17

day of November 2004

Mary B. Sheffield

Notary Public



**NOTICE OF THE FILING OF FINAL ASSESSMENT ROLL, OF THE OPPORTUNITY TO
FILE WRITTEN COMPLAINTS, PROTESTS, OR OBJECTIONS, AND OF THE ASSESSMENT HEARING, ALL
CONCERNING THAT CERTAIN AREA TO BE ASSESSED FOR IMPROVEMENTS WITHIN THE
CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1480 -
BUFFALO DRIVE (CHEYENNE AVENUE TO LONE MOUNTAIN ROAD).**

NOTICE IS HEREBY GIVEN, that the Final Assessment Roll No. 2004-9 for City of Las Vegas, Nevada, Special Improvement District No. 1480 - Buffalo Drive (Cheyenne Avenue to Lone Mountain Road) (hereinafter the "District") in and for the City of Las Vegas in the County of Clark, State of Nevada, which has been made out by the City Council of City of Las Vegas, together with the City Engineer, has been filed on October 20, 2004, in the office of the City Clerk and since such date, the final assessment roll has been, and now is available for examination by any interested person during regular office hours, Monday through Friday 8:00 a.m. until 5:00 p.m. The boundaries of the District are described in the Special Improvement District No. 1480 Creation Ordinance heretofore adopted (hereinafter the "Creation Ordinance"). The boundaries of the District, which include the location of the Project and the lots, tracts and parcels of land to be assessed, shall be the exterior boundary of each parcel of property fronting a street to be improved by the improvements (as described below) or fronting a cul-de-sac which abuts or fronts a street to be improved by the improvements. Pursuant to NRS 271.305 certain segments of the improvements were deleted from the Project as noted below. The streets to be improved by the improvements are:

Ahey Road (BOTH SIDES) - (Deleted) from the centerline of Buffalo Drive westerly along Ahey Road a distance of approximately 330-feet. (60-foot right-of-way)

Buckskin Avenue (NORTH SIDE) - from the centerline of Buffalo Drive easterly along Buckskin Avenue a distance of approximately 330-feet. (60-foot right-of-way)

Buffalo Drive (BOTH SIDES) - from the centerline of Buckskin Avenue northerly along Buffalo Drive to the centerline of Lone Mountain Road. (100-foot right-of-way)

Constantinople Avenue (SOUTH SIDE) - (Deleted) from the centerline of Buffalo Drive westerly along Constantinople Avenue a distance of approximately 330-feet. (60-foot right-of-way)

Gilmore Avenue (BOTH SIDES) - (Deleted North Side) from the centerline of Buffalo Drive westerly along Gilmore Avenue a distance of approximately 330-feet. (60-foot right-of-way)

Gowan Road (NORTH SIDE) - (Deleted) from the centerline of Buffalo Drive easterly along Gowan Road a distance of approximately 330-feet and westerly from the centerline of Buffalo Drive a distance of approximately 613-feet. (80-foot right-of-way)

The amounts to be assessed for the improvements in the District will be levied upon all tracts in the District, i.e., upon all abutting tracts in proportion to the special benefits derived (as shown by the estimated benefits and corresponding market value increases) provided, however, that an equitable adjustment will be made for assessments to be levied against wedge or "V" or other irregularly-shaped lots or tracts of lands, if any, and for any lot, tract or parcel not specially benefited by the improvements so that assessments according to benefits are to be equal and uniform.

The assessments will be levied on a front foot method for the installation of pavement, curb, gutter, sidewalk, residential driveways and streetlights and on a square foot method for the installation of commercial (option "B") driveways. Each property owner will be assessed for the cost of a pavement section, curb and gutter, sidewalks, driveway approaches and streetlights, where not already existing. The owners of property who elect to have water or sewer laterals installed will be assessed on a per service or unit lot method. The water and sewer main extensions will be assessed on a front foot method. THE CITY HAS NO OBLIGATION TO PROVIDE WATER OR SEWER SERVICE TO ANY PROPERTY WITHIN THE DISTRICT REGARDLESS OF WHETHER THE CITY COUNCIL PROCEEDS WITH ALL OR ANY PART OF THE PROJECT.

Such basis of assessments has been designated by the City Council in the Creation Ordinance heretofore adopted. The portion of the costs to be assessed against, and the maximum amount of benefits estimated to be conferred upon each lot, tract or parcel of land or property in the District is stated in the final assessment roll. The City Council has determined that each of these tracts will receive special benefits (and corresponding market value increases) from the improvements in the Project.

The City Council will meet to hear and consider all complaints, protests, and objections to said final assessment roll, to the amount of the assessments, and to the regularity of the proceedings in making such assessments, by the owners of the property specially benefited by, and proposed to be assessed for, the improvements in the District. Any person interested and any parties aggrieved by such assessments may be heard on Wednesday, November 17, 2004, at 1:00 p. m. at the City of Las Vegas Council Chambers, 400 Stewart Avenue, in Las Vegas, Nevada. Any complaint, protest, or objection to the regularity, validity, and correctness of the proceedings, of the final assessment roll, of each assessment contained therein, and of the amount thereof levied on each lot, tract or parcel of land, shall be deemed waived unless filed in writing with the City Clerk, on or before Friday, November 12, 2004, i.e., at least three days prior to the date set for the assessment hearing.

At the time and place so designated for the hearing, the City Council shall hear and determine all complaints, protests, and objections to the regularity of the proceedings in making such assessments, the correctness of such assessments, the amount levied on any particular lot, tract or parcel of land to be assessed, the amount of the benefits and corresponding market value increases, which have been so made in writing or verbally. The City Council shall further have the power to adjourn such hearing from time to time, and by resolution shall have power, in its discretion, to revise, correct, confirm, or set aside any assessment and to order that such assessment may be made de novo. The owners of the property to be assessed are advised that this is the final chance to present any evidence as to the amount of the assessments (or other matters to be considered at the hearing) to the City Council. If a person objects to the final assessment roll or to the proposed assessments:

- (1) He is entitled to be represented by counsel at the hearing;
- (2) Any evidence he desires to present on these issues must be presented at the hearing; and
- (3) Evidence on these issues that is not presented at the hearing may not thereafter be presented in an action brought pursuant to NRS 271.395.

Assessments shall be due and payable at the office of the City Treasurer without interest and without demand within 30 days after the ordinance levying the assessments becomes effective. All or any part of such assessments may also, at the election of the owner, be paid thereafter in twenty (20) substantially equal semi-annual installments of principal. After the adoption of the assessment ordinance and before assessment bonds are issued (or, if bonds are not issued) the City Council shall by resolution provide the maximum rate of interest on the unpaid and deferred installments of assessments. If assessment bonds are sold, such rate will not exceed by more than one percent (1%) the highest rate of interest on the assessment bonds for the District. The effective interest rate on the assessment bonds of the District will not exceed the statutory maximum rate, i.e., will not exceed by more than three percent (3%) the "Index of Twenty Bonds", which is most recently published before the time bids for such bonds are received, or at a time a negotiated offer for the sale of such bonds is accepted. Penalties (at a rate not exceeding two percent (2%) per month on the unpaid balance of the assessment and accrued interest, or at any higher rate authorized by statute) shall be due for delinquencies. The owner of any property not in default as to any assessment installment or payment may, at any time, pay the whole or any installment of the unpaid principal with interest accruing thereon to the next interest payment date and the payment of a penalty for such prepayment of up to three percent (3%) of the installment or installments of principal so prepaid. The City Council, in the ordinance levying the assessments, will establish a prepayment penalty or premium of up to three percent (3%) of the principal of deferred installments so prepaid.

Pursuant to NRS 271.357, the City has established a procedure to allow any person whose principal residence will be included in the District to apply for a hardship determination. A person whose application for a hardship determination has been approved by the City Council is entitled to have the principal amount of the assessment postponed, but is required to pay the interest on the unpaid balance of the assessment at the same rate and upon the same terms as established by the City Council for the assessments. A person desiring to apply for a hardship determination shall file an application no later than November 12, 2004, with the Clark County Department of Social Services (CCSS), 1600 Pinto Lane, Las Vegas, Nevada 89106. Please contact CCSS at (702) 455-8687 for a pre-qualification screening.

Pursuant to NRS 271.395, within 15 days immediately succeeding the effective date of the assessment ordinance to be adopted following the hearing, any person who has filed a complaint, protest, or objection in writing shall have the right to commence an action or suit in any court of competent jurisdiction to correct or set aside such determination. Thereafter, all actions or suits attacking the regularity, validity, and correctness of the proceedings, of the final assessment roll, of each assessment contained therein, and of the amount of the assessment levied on each tract, including, without limiting the generality of the foregoing, the defense of confiscation, shall be perpetually barred.

Dated this October 20, 2004.

/s/ Barbara Jo Ronemus
BARBARA JO RONEMUS, City Clerk

Exhibit "C"

(Attach minutes of public hearing on November 17, 2004)

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: NOVEMBER 17, 2004

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD GOECKE

☐ **CONSENT** ☒ **DISCUSSION**

SUBJECT:

Public hearing on local improvement district for Special Improvement District No. 1480 - Buffalo Drive (Cheyenne Avenue to Lone Mountain Road) (\$308,608.02 - Capital Projects Fund/Special Assessments) - Ward 4 (Brown)

Fiscal Impact:

☐ No Impact	Amount:	\$308,608.02
☒ Budget Funds Available	Dept./Division:	Public Works/SID
☐ Augmentation Required	Funding Source:	Capital Projects Fund/Special Assessments

PURPOSE/BACKGROUND:

Public hearing on the Final Assessment Roll for the construction and installation of pavement, curb and gutter, sidewalk, driveways, streetlights, water laterals, water mains, sewer laterals, and sewer mains.

RECOMMENDATION:

Public Hearing only; no action required.

BACKUP DOCUMENTATION:

Public hearing notice

MOTION:

None required. Public hearing held.

MINUTES:

MAYOR PRO TEM REESE declared the Public Hearing open.

RICHARD GOECKE, Director, Public Works, stated the Special Improvement District on Buffalo Drive covered the area from Cheyenne Avenue to Lone Mountain Road. The cost for the entire project was \$11,759,710, which included street improvements, curb and gutter, sidewalks and street lights. He presented a diagram displaying the project's location and pointed out the specific project of the special improvement district that totaled \$308,608.02. He confirmed the item is in order.

No one appeared in opposition.

MAYOR PRO TEM REESE declared the Public Hearing closed.

(1:24 - 1:25)

2-569

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

AFFIDAVIT OF MAILING
NOTICE OF HEARING

Barbara Jo Ronemus does hereby swear, upon oath according to law:

1. I am and at all times hereinafter mentioned was the duly qualified and sworn City Clerk of the City of Las Vegas, Nevada.

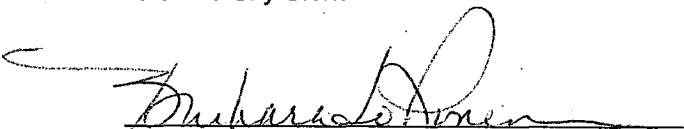
2. I mailed or caused to be mailed a notice entitled "NOTICE OF THE FILING OF FINAL ASSESSMENT ROLL, OF THE OPPORTUNITY TO FILE WRITTEN COMPLAINTS, PROTESTS, OR OBJECTIONS, AND OF THE ASSESSMENT HEARING, ALL CONCERNING THAT CERTAIN AREA TO BE ASSESSED FOR IMPROVEMENTS WITHIN THE CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1480 - BUFFALO DRIVE (CHEYENNE AVENUE TO LONE MOUNTAIN ROAD)" by deposit in the United States mail, postage prepaid, as first-class mail, at the post office in the City of Las Vegas, Nevada, on October 28, 2004, being at least twenty (20) days prior to the hearing, on November 17, 2004, to the last known address of each last known owner of land within the District whose property will be assessed for the cost of the improvements, such addresses and owners being those appearing on the records of the County Assessor of Clark County, Nevada, and from such other sources as I, the City of Las Vegas and Public Works Department, deemed to be reliable.

3. A list of said owners and their addresses is hereto attached, marked Exhibit A and made a part hereof, all addresses therein being situate within the City of Las Vegas, Nevada, unless otherwise indicated, such names and addresses being the same as those shown on the "Tabulation of Parcels" or "Final Assessment Roll".

4. There is attached hereto, marked Exhibit B and made a part hereof, a full, true and correct copy of the notice as mailed as herein described.

5. Copies of the affidavit of publication of said notice, verified by the affidavit of the publisher, and a copy of this affidavit are on file in the office of the City Clerk.

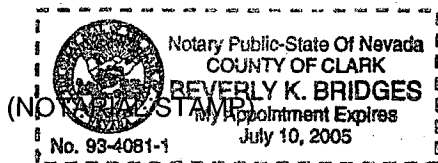
Further Affiant sayeth naught.


BARBARA JO RONEMUS, City Clerk

SUBSCRIBED and SWORN to before me in the City of Las Vegas, Nevada, this January 26, 2005.

My commission expires

7/10/2005



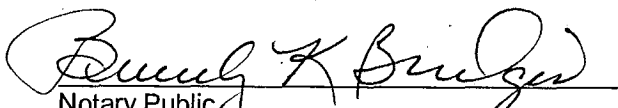

Notary Public

EXHIBIT "A"

(Attach List of Property Owners with Their Addresses)

City of Las Vegas
** ASSESSMENT ROLL **
Special Improvement District No. 1480
Buffalo Drive (Cheyenne Ave. to Lone Mountain Rd.)
Clark County

Page 2 of 24
Date 09/22/04 3:51p

FINAL ASSESSMENT ROLL NO. 2004-9

PARCEL NUMBER	DESCRIPTION	PRIMARY PROPERTY OWNER	MARKET VALUE	ESTIMATED MAX BENEFIT	ASSESSMENT TOTAL
138-03-110-001	DOC: 20011116:01425 DATE: 11/16/01 PT SEC 03 20 60 CANYON RANCH EST UNIT #2 PLAT BOOK 47 PAGE 90 LOT 19 BLOCK 1	BOREN, WILLIAM & DARLA REV LIV TR BOREN WILLIAM L & DARLA TRS 7511 ADOBE CLIFFS CIR LAS VEGAS NV 89129-5943	263830.00	1300.00	751.94
138-03-110-002	DOC: 19990121:02074 DATE: 01/21/99 PT SEC 03 20 60 CANYON RANCH EST UNIT #2 PLAT BOOK 47 PAGE 90 LOT 20 BLOCK 1	CLARK BARBARA TRUST CLARK BARBARA TRS 7521 ADOBE CLIFFS CIR LAS VEGAS NV 89129-5943	201100.00	1300.00	751.94
138-03-110-003	DOC: 19990819:00071 DATE: 08/19/99 PT SEC 03 20 60 CANYON RANCH EST UNIT #2 PLAT BOOK 47 PAGE 90 LOT 21 BLOCK 1	KALANI, PAUL D 7531 ADOBE CLIFFS CIR LAS VEGAS NV 89129-5943	231120.00	1300.00	751.94
138-03-110-004	DOC: 20030718:01212 DATE: 07/18/03 PT SEC 03 20 60 CANYON RANCH EST UNIT #2 PLAT BOOK 47 PAGE 90 LOT 22 BLOCK 1	WALTON, WILLIAM R & B J LIV TR WALTON WILLIAM R & BARBARA J TRS 7541 ADOBE CLIFFS CIR LAS VEGAS NV 89129-5943	262950.00	1300.00	751.94
138-03-110-005	DOC: 19930528:00334 DATE: 05/28/93 PT SEC 03 20 60 CANYON RANCH EST UNIT #2 PLAT BOOK 47 PAGE 90 LOT 23 BLOCK 1	MYERS, CHRISTOPHER A & MONICA L 7550 ADOBE CLIFFS CIR LAS VEGAS NV 89129-5942	229160.00	1300.00	751.94

City of Las Vegas
** ASSESSMENT ROLL **
Special Improvement District No. 1480
Buffalo Drive (Cheyenne Ave. to Lone Mountain Rd.)
Clark County

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Date 09/22/04 3:51p

FINAL ASSESSMENT ROLL NO. 2004-9

PARCEL NUMBER	DESCRIPTION	PRIMARY PROPERTY OWNER	MARKET VALUE	ESTIMATED MAX BENEFIT	ASSESSMENT TOTAL
138-03-110-006	DOC: 20010607:00021 DATE: 06/07/01 PT SEC 03 20 60 CANYON RANCH EST UNIT #2 PLAT BOOK 47 PAGE 90 LOT 24 BLOCK 1	NOYES, MARY..... 7540 ADOBE CLIFFS CIR LAS VEGAS NV 89129-5942	259050.00	1300.00.....	751.94
138-03-110-007	DOC: 20031022:01886 DATE: 10/22/03 PT SEC 03 20 60 CANYON RANCH EST UNIT #2 PLAT BOOK 47 PAGE 90 LOT 25 BLOCK 1	PEARCE, FRANK L..... KRAFT-PEARCE JANELLE L 7530 ADOBE CLIFFS CIR LAS VEGAS NV 89129-5942	222330.00	1300.00.....	751.94
138-03-110-008	DOC: 20030417:03208 DATE: 04/17/03 PT SEC 03 20 60 CANYON RANCH EST UNIT #2 PLAT BOOK 47 PAGE 90 LOT 26 BLOCK 1	BRENNAN FAMILY TRUST BRENNAN WILLIAM E & BARBARA TRS 7520 ADOBE CLIFFS CIR LAS VEGAS NV 89129-5942	241210.00	1300.00.....	751.94
138-03-110-009	DOC: 19940525:00022 DATE: 05/25/94 PT SEC 03 20 60 CANYON RANCH EST UNIT #2 PLAT BOOK 47 PAGE 90 LOT 27 BLOCK 1	OSTROV, MICHAEL A & KATHRYN ANN..... 7510 ADOBE CLIFFS CIR LAS VEGAS NV 89129-5942	227740.00	1300.00.....	751.94
138-03-110-010	DOC: 20030929:01913 DATE: 09/29/03 PT SEC 03 20 60 CANYON RANCH EST UNIT #2 PLAT BOOK 47 PAGE 90 LOT 28 BLOCK 1	LASWELL LIVING TRUST LASWELL RANDY GLEN & APRIL J TRS 7515 ALAMO SUMMIT DR LAS VEGAS NV 89129-5971	235530.00	1300.00.....	751.94

City of Las Vegas
** ASSESSMENT ROLL **
Special Improvement District No. 1480
Buffalo Drive (Cheyenne Ave. to Lone Mountain Rd.)
Clark County

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Date 09/22/04 3:51p

FINAL ASSESSMENT ROLL NO. 2004-9

PARCEL NUMBER	DESCRIPTION	PRIMARY PROPERTY OWNER	MARKET VALUE	ESTIMATED MAX BENEFIT	ASSESSMENT TOTAL
138-03-110-011	DOC: 19961121:02261 DATE: 11/21/96 PT SEC 03 20 60 CANYON RANCH EST UNIT #2 PLAT BOOK 47 PAGE 90 LOT 29 BLOCK 1	TIP FAMILY 1996 REVOCABLE TRUST TIPMONGKOL PRINYA & SALLY CO-TRS 7521 ALAMO SUMMIT DR LAS VEGAS NV 89129-5971	260050.00	1300.00	751.94
138-03-110-012	DOC: 20030819:03898 DATE: 08/19/03 PT SEC 03 20 60 CANYON RANCH EST UNIT #2 PLAT BOOK 47 PAGE 90 LOT 30 BLOCK 1	HADDAD, WAYNE A & DEBRA A 7527 ALAMO SUMMIT DR LAS VEGAS NV 89129-5971	227630.00	1300.00	751.94
138-03-110-013	DOC: 19930219:01785 DATE: 02/19/93 PT SEC 03 20 60 CANYON RANCH EST UNIT #2 PLAT BOOK 47 PAGE 90 LOT 31 BLOCK 1	MOSER, ROLF H REVOCABLE LIVING TR MOSER ROLF H & HILDEGARD S M TRS 7533 ALAMO SUMMIT DR LAS VEGAS NV 89129-5971	254120.00	1300.00	751.94
138-03-110-014	DOC: 20030609:03236 DATE: 06/09/03 PT SEC 03 20 60 CANYON RANCH EST UNIT #2 PLAT BOOK 47 PAGE 90 LOT 32 BLOCK 1	ADAMS, PAUL S & KATHY F 7539 ALAMO SUMMIT DR LAS VEGAS NV 89129-5971	256370.00	1300.00	751.94
138-03-110-015	DOC: 20040413:02286 DATE: 04/13/04 PT SEC 03 20 60 CANYON RANCH EST UNIT #2 PLAT BOOK 47 PAGE 90 LOT 33 BLOCK 1	RUARK, MARY JO & TROY D 7536 ALAMO SUMMIT DR LAS VEGAS NV 89129-5970	261190.00	1300.00	751.94

City of Las Vegas
**** ASSESSMENT ROLL ****
 Special Improvement District No. 1480
 Buffalo Drive (Cheyenne Ave. to Lone Mountain Rd.)
 Clark County

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 Date 09/22/04 3:51p

FINAL ASSESSMENT ROLL NO. 2004-9

PARCEL NUMBER	DESCRIPTION	PRIMARY PROPERTY OWNER	MARKET VALUE	ESTIMATED MAX BENEFIT	ASSESSMENT TOTAL
138-03-110-016	DOC: 19980205:00156 DATE: 02/05/98 PT SEC 03 20 60 CANYON RANCH EST UNIT #2 PLAT BOOK 47 PAGE 90 LOT 34 BLOCK 1	LEARY, FERNANDEZ J JR & VERONICA..... 7530 ALAMO SUMMIT DR LAS VEGAS NV 89129-5970	249340.00	1300.00	751.94
138-03-110-017	DOC: 19921231:02075 DATE: 12/31/92 PT SEC 03 20 60 CANYON RANCH EST UNIT #2 PLAT BOOK 47 PAGE 90 LOT 35 BLOCK 1	KRILOWICZ, CHESTER J & MARIE D 7524 ALAMO SUMMIT DR LAS VEGAS NV 89129-5970	237830.00	1300.00	751.94
138-03-110-018	DOC: 20040414:02123 DATE: 04/14/04 PT SEC 03 20 60 CANYON RANCH EST UNIT #2 PLAT BOOK 47 PAGE 90 LOT 36 BLOCK 1	BOZARTH, THOMAS C & HONGJUN 7518 ALAMO SUMMIT DR LAS VEGAS NV 89129-5970	219470.00	1300.00	751.94
138-03-110-019	DOC: 20031107:02104 DATE: 11/07/03 PT SEC 03 20 60 CANYON RANCH EST UNIT #2 PLAT BOOK 47 PAGE 90 LOT 37 BLOCK 1	DAUM 1991 TRUST DAUM DONALD G & LINDA S TRS 7512 ALAMO SUMMIT DR LAS VEGAS NV 89129-5970	256340.00	1300.00	751.94
138-03-110-020	DOC: 19930716:00926 DATE: 07/16/93 PT SEC 03 20 60 CANYON RANCH EST UNIT #2 PLAT BOOK 47 PAGE 90 LOT 38 BLOCK 1	GARFINKEL, FAMILY GARFINKEL ARNOLD & ELLA CO-TRS 7506 ALAMO SUMMIT DR LAS VEGAS NV 89129-5970	230290.00	1300.00	751.94

City of Las Vegas
**** ASSESSMENT ROLL ****
 Special Improvement District No. 1480
 Buffalo Drive (Cheyenne Ave. to Lone Mountain Rd.)
 Clark County

Page 6 of 24
 Date 09/22/04 3:51p

FINAL ASSESSMENT ROLL NO. 2004-9

PARCEL NUMBER	DESCRIPTION	PRIMARY PROPERTY OWNER	MARKET VALUE	ESTIMATED MAX BENEFIT	ASSESSMENT TOTAL
138-03-110-021	DOC: 19990402:01115 DATE: 04/02/99 PT SEC 03 20 60 CANYON RANCH EST UNIT #2 PLAT BOOK 47 PAGE 90 LOT 39 BLOCK 1	ADDINGTON, CONNIE JURENE..... 7490 ALAMO SUMMIT DR LAS VEGAS NV 89129-5939	226420.00	1300.00	751.94
138-03-110-022	DOC: 20030716:02020 DATE: 07/16/03 PT SEC 03 20 60 CANYON RANCH EST UNIT #2 PLAT BOOK 47 PAGE 90 LOT 40 BLOCK 1	COLUCCI, WILLIAM..... 7474 ALAMO SUMMIT LAS VEGAS NV 89129-5939	220140.00	1300.00	751.94
138-03-110-023	DOC: 20030404:01452 DATE: 04/04/03 PT SEC 03 20 60 CANYON RANCH EST UNIT #2 PLAT BOOK 47 PAGE 90 LOT 41 BLOCK 1	HAMILTON, LAMARR & ROSEANN BROOKS..... 7458 ALAMO SUMMIT DR LAS VEGAS NV 89129-5939	219910.00	1300.00	751.94
138-03-110-024	DOC: 19930818:01482 DATE: 08/18/93 PT SEC 03 20 60 CANYON RANCH EST UNIT #2 PLAT BOOK 47 PAGE 90 LOT 42 BLOCK 1	TINGLING, HUGH F & LILLY I..... TINGLING GLORIA F 7442 ALAMO SUMMIT DR LAS VEGAS NV 89129-5939	257890.00	1300.00	751.94
138-03-110-025	DOC: 19981201:01469 DATE: 12/01/98 PT SEC 03 20 60 CANYON RANCH EST UNIT #2 PLAT BOOK 47 PAGE 90 LOT 43 BLOCK 1	BLOOM, ALAN M..... 7426 ALAMO SUMMIT DR LAS VEGAS NV 89129-5939	219420.00	1300.00	751.94

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138-03-110-026	DOC: 20031202:03242 DATE: 12/02/03 PT SEC 03 20 60 CANYON RANCH EST UNIT #2 PLAT BOOK 47 PAGE 90 LOT 44 BLOCK 1	ARGO, DERECE L 7410 ALAMO SUMMIT DR LAS VEGAS NV 89129-5939	222320.00	1300.00	751.94
138-03-110-027	DOC: 20030123:01159 DATE: 01/23/03 PT SEC 03 20 60 CANYON RANCH EST UNIT #2 PLAT BOOK 47 PAGE 90 LOT 45 BLOCK 1	OERTELL, SANDRA L 4770 ANTELOPE WELLS DR LAS VEGAS NV 89129-5941	256240.00	1300.00	751.94
138-03-110-028	DOC: 20030616:02012 DATE: 06/16/03 PT SEC 03 20 60 CANYON RANCH EST UNIT #2 PLAT BOOK 47 PAGE 90 LOT 46 BLOCK 1	CHANDLER FAMILY TRUST %COUNTRYWIDE HOME LOANS INC 7521 AMIGO ST #100 LAS VEGAS NV 89123-1225	196380.00	1300.00	751.94
138-03-110-029	DOC: 19920717:01036 DATE: 07/17/92 PT SEC 03 20 60 CANYON RANCH EST UNIT #2 PLAT BOOK 47 PAGE 90 LOT 47 BLOCK 1	BEATTIE, DON C & JERIAL V FAM TR BEATTIE DON C & JERIAL V TRS 4738 ANTELOPE WELLS DR LAS VEGAS NV 89129-5941	230690.00	1300.00	751.94
138-03-110-030	DOC: 20030827:01853 DATE: 08/27/03 PT SEC 03 20 60 CANYON RANCH EST UNIT #2 PLAT BOOK 47 PAGE 90 LOT 48 BLOCK 1	KUTER EVELYN BELLE LIVING TRUST KUTER KAY E TRS ETAL %J HARVEY 4722 ANTELOPE WELLS DR LAS VEGAS NV 89129-5941	256490.00	1300.00	751.94

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138-03-110-031	DOC: 19990804:01723 DATE: 08/04/99 PT SEC 03 20 60 CANYON RANCH EST UNIT #2 PLAT BOOK 47 PAGE 90 LOT 49 BLOCK 1	HALLFORD, SHARON L 4706 ANTELOPE WELLS DR LAS VEGAS NV 89129-5941	236120.00	1300.00	751.94
138-03-110-032	DOC: 20040802:05288 DATE: 08/02/04 PT SEC 03 20 60 CANYON RANCH EST UNIT #2 PLAT BOOK 47 PAGE 90 LOT 50 BLOCK 1	ROBINSON, SENTA M 4690 ANTELOPE WELLS DR LAS VEGAS NV 89129-5900	254760.00	1300.00	751.94
138-03-110-033	DOC: 19910404:00364 DATE: 04/04/91 PT SEC 03 20 60 CANYON RANCH EST UNIT #2 PLAT BOOK 47 PAGE 90 LOT 51 BLOCK 1	ROUNDTREE, GARY P & APRIL V 4674 ANTELOPE WELLS DR LAS VEGAS NV 89129-5900	259670.00	1300.00	751.94
138-03-110-034	DOC: 19990401:01073 DATE: 04/01/99 PT SEC 03 20 60 CANYON RANCH EST UNIT #2 PLAT BOOK 47 PAGE 90 LOT 52 BLOCK 1	OSCYPALA FAMILY TRUST OSCYPALA HENRY F & CHARLENE TRS 4658 ANTELOPE WELLS DR LAS VEGAS NV 89129-5900	223770.00	1300.00	751.94
138-03-110-035	DOC: 20000831:02814 DATE: 08/31/00 PT SEC 03 20 60 CANYON RANCH EST UNIT #2 PLAT BOOK 47 PAGE 90 LOT 53 BLOCK 1	PURDY, ROBERT F COTA CLARISSA M 4642 ANTELOPE WELLS DR LAS VEGAS NV 89129-5900	236170.00	1300.00	751.94

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138-03-110-036	DOC: 20020528:01829 DATE: 05/28/02 PT SEC 03 20 60 CANYON RANCH EST UNIT #2 PLAT BOOK 47 PAGE 90 LOT 54 BLOCK 1	COLE JAMES & CHUN HWA TRUST COLE JAMES D & CHUN HWA TRS 4626 ANTELOPE WELLS DR LAS VEGAS NV 89129-5900	241000.00	1300.00	751.94
138-03-110-037	DOC: 20041006:01575 DATE: 10/06/04 PT SEC 03 20 60 CANYON RANCH EST UNIT #2 PLAT BOOK 47 PAGE 90 LOT 55 BLOCK 1	SKIFTON, DOUGLAS L & JACQUELINE 4610 ANTELOPE WELLS DR LAS VEGAS NV 89129-5900	262350.00	1300.00	751.94
138-03-110-038	DOC: 19910731:01751 DATE: 07/31/91 PT SEC 03 20 60 CANYON RANCH EST UNIT #2 PLAT BOOK 47 PAGE 90 LOT 77 BLOCK 2	GOOD, RICHARD G SR & KAREN 7425 UTE MEADOW CIR LAS VEGAS NV 89129-5938	234730.00	1300.00	751.94
138-03-110-039	DOC: 20031201:03324 DATE: 12/01/03 PT SEC 03 20 60 CANYON RANCH EST UNIT #2 PLAT BOOK 47 PAGE 90 LOT 78 BLOCK 2	WALDRON, HAROLD & BARBARA REV TR..... WALDRON HAROLD J & BARBARA TRS 7435 UTE MEADOWS CIR LAS VEGAS NV 89129-5938	232980.00	1300.00	751.94
138-03-110-040	DOC: 20040129:00217 DATE: 01/29/04 PT SEC 03 20 60 CANYON RANCH EST UNIT #2 PLAT BOOK 47 PAGE 90 LOT 79 BLOCK 2	THOMAS, DONALD D & BARBARA J 7445 UTE MEADOWS CIR LAS VEGAS NV 89129-5938	226500.00	1300.00	751.94

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138-03-110-041	DOC: 20040331:01299 DATE: 03/31/04 PT SEC 03 20 60 CANYON RANCH EST UNIT #2 PLAT BOOK 47 PAGE 90 LOT 80 BLOCK 2	STEINHURST, KURT H & L REV FAM TR STEINHURST KURT H & LYNN S TRS 7455 UTE MEADOWS CIR LAS VEGAS NV 89129-5938	252610.00	1300.00	751.94
138-03-110-042	DOC: 19990624:02734 DATE: 06/24/99 PT SEC 03 20 60 CANYON RANCH EST UNIT #2 PLAT BOOK 47 PAGE 90 LOT 81 BLOCK 2	PRINCE, KEVIN & SUZANNE FAM TR PRINCE KEVIN D & SUZANNE D TRS 7465 UTE MEADOWS CIR LAS VEGAS NV 89129-5938	259460.00	1300.00	751.94
138-03-110-043	DOC: 19981016:02340 DATE: 10/16/98 PT SEC 03 20 60 CANYON RANCH EST UNIT #2 PLAT BOOK 47 PAGE 90 LOT 82 BLOCK 2	GONZALEZ, ELIZABETH G 7466 UTE MEADOWS CIR LAS VEGAS NV 89129-5937	255610.00	1300.00	751.94
138-03-110-044	DOC: 20040903:00244 DATE: 09/03/04 PT SEC 03 20 60 CANYON RANCH EST UNIT #2 PLAT BOOK 47 PAGE 90 LOT 83 BLOCK 2	PESSIN FAMILY TRUST PESSIN DENNIS M & CAROL M TRS 7456 UTE MEADOWS CIR LAS VEGAS NV 89129-5937	239390.00	1300.00	751.94
138-03-110-045	DOC: 20010131:03237 DATE: 01/31/01 PT SEC 03 20 60 CANYON RANCH EST UNIT #2 PLAT BOOK 47 PAGE 90 LOT 84 BLOCK 2	ASHMORE, JAMES & AMY 7446 UTE MEADOWS CIR LAS VEGAS NV 89129-5937	259220.00	1300.00	751.94

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138-03-110-046	DOC: 19970729:00725 DATE: 07/29/97 PT SEC 03 20 60 CANYON RANCH EST UNIT #2 PLAT BOOK 47 PAGE 90 LOT 85 BLOCK 2	GILL, ROBERT A..... 7436 UTE MEADOWS CIR LAS VEGAS NV 89129-5937	223880.00	1300.00	751.94
138-03-110-047	DOC: 19910726:00232 DATE: 07/26/91 PT SEC 03 20 60 CANYON RANCH EST UNIT #2 PLAT BOOK 47 PAGE 90 LOT 86 BLOCK 2	GRAVELINE, EDWARD G & CYNTHIA M..... 7426 UTE MEADOWS CIR LAS VEGAS NV 89129-5937	236180.00	1300.00	751.94
138-03-110-048	DOC: 19911231:01324 DATE: 12/31/91 PT SEC 03 20 60 CANYON RANCH EST UNIT #2 PLAT BOOK 47 PAGE 90 LOT 87 BLOCK 2	MCCONNEY, CHRISTINE T..... 7419 ALAMO SUMMIT DR LAS VEGAS NV 89129-5940	257330.00	1300.00	751.94
138-03-110-049	DOC: 19940920:01099 DATE: 09/20/94 PT SEC 03 20 60 CANYON RANCH EST UNIT #2 PLAT BOOK 47 PAGE 90 LOT 88 BLOCK 2	EDWARDS FAMILY TRUST..... EDWARDS CLARENCE M & GRACE M TRS 7435 ALAMO SUMMIT DR LAS VEGAS NV 89129-5940	208600.00	1300.00	751.94
138-03-110-050	DOC: 20010926:01462 DATE: 09/26/01 PT SEC 03 20 60 CANYON RANCH EST UNIT #2 PLAT BOOK 47 PAGE 90 LOT 89 BLOCK 2	TORRIERI, JAMES & RITA I..... 7451 ALAMO SUMMIT DR LAS VEGAS NV 89129-5940	243540.00	1300.00	751.94

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138-03-110-051	DOC: 19940822:00881 DATE: 08/22/94 PT SEC 03 20 60 CANYON RANCH EST UNIT #2 PLAT BOOK 47 PAGE 90 LOT 90 BLOCK 2	HOWARD DONALD & GARNETT TRUST HOWARD DONALD R & GARNETT CO-TRS 7467 ALAMO SUMMIT DR LAS VEGAS NV 89129-5940	232410.00	1300.00	751.94
138-03-110-052	DOC: 20010606:00119 DATE: 06/06/01 PT SEC 03 20 60 CANYON RANCH EST UNIT #2 PLAT BOOK 47 PAGE 90 LOT 91 BLOCK 2	ANTHONY, JAMES M QUALIFIED RES TR ANTHONY JAMES MARSHALL TRS 7483 ALAMO SUMMIT DR LAS VEGAS NV 89129-5940	249960.00	1300.00	751.94
138-03-110-053	DOC: 19980818:01618 DATE: 08/18/98 PT SEC 03 20 60 CANYON RANCH EST UNIT #2 PLAT BOOK 47 PAGE 90 LOT 92 BLOCK 2	WHITELEY, PAUL J & SUSAN 4746 MONUMENT VALLEY RD LAS VEGAS NV 89129-5925	235530.00	1300.00	751.94
138-03-110-054	DOC: 20010907:02015 DATE: 09/07/01 PT SEC 03 20 60 CANYON RANCH EST UNIT #2 PLAT BOOK 47 PAGE 90 LOT 93 BLOCK 2	GARLAND, PETER C & ELLEN J 4736 MONUMENT VALLEY RD LAS VEGAS NV 89129-5925	240360.00	1300.00	751.94
138-03-110-055	DOC: 19980430:01441 DATE: 04/30/98 PT SEC 03 20 60 CANYON RANCH EST UNIT #2 PLAT BOOK 47 PAGE 90 LOT 94 BLOCK 2	WELCH DAVID & CAROL LIVING TRUST WELCH DAVID P & CAROL V TRS 4726 MONUMENT VALLEY RD LAS VEGAS NV 89129-5925	208660.00	1300.00	751.94

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138-03-110-056	DOC: 19950526:00198 DATE: 05/26/95 PT SEC 03 20 60 CANYON RANCH EST UNIT #2 PLAT BOOK 47 PAGE 90 LOT 95 BLOCK 2	MILLERET, GRANT J & TONI L 4716 MONUMENT VALLEY RD LAS VEGAS NV 89129-5925	236550.00	1300.00	751.94
138-03-112-001	DOC: 20020411:02072 DATE: 04/11/02 PT SEC 03 20 60 CANYON RANCH EST UNIT #1 PLAT BOOK 43 PAGE 93 LOT 18	ILLIONS FAMILY TRUST ILLIONS H MARGARET TRS 7504 DRY PINES CIR LAS VEGAS NV 89129-5930	218930.00	1300.00	751.94
138-03-112-002	DOC: 20010323:00273 DATE: 03/23/01 PT SEC 03 20 60 CANYON RANCH EST UNIT #1 PLAT BOOK 43 PAGE 93 LOT 17	WOODBURY, PAUL E & LAUREL L 7512 DRY PINES CIR LAS VEGAS NV 89129-5930	255720.00	1300.00	751.94
138-03-112-003	DOC: 20030523:00985 DATE: 05/23/03 PT SEC 03 20 60 CANYON RANCH EST UNIT #1 PLAT BOOK 43 PAGE 93 LOT 16	GAILEY, GENE E & MARY C 7520 DRY PINES LAS VEGAS NV 89129-5930	224510.00	1300.00	751.94
138-03-112-004	DOC: 19990127:01994 DATE: 01/27/99 PT SEC 03 20 60 CANYON RANCH EST UNIT #1 PLAT BOOK 43 PAGE 93 LOT 15	BROWN, JACK A & FRANCES A 7528 DRY PINES CIR LAS VEGAS NV 89129-5930	238920.00	1300.00	751.94

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138-03-112-005	DOC: 19950517:00648 DATE: 05/17/95 PT SEC 03 20 60 CANYON RANCH EST UNIT #1 PLAT BOOK 43 PAGE 93 LOT 14	CHESNUT, DWAYNE A & CAROL F P O BOX 35500 LAS VEGAS NV 89133-5500	253500.00	1300.00	751.94
138-03-112-006	DOC: 19901024:00241 DATE: 10/24/90 PT SEC 03 20 60 CANYON RANCH EST UNIT #1 PLAT BOOK 43 PAGE 93 LOT 13	MULANAX, MICHAEL L & CAROL A 7529 DRY PINES CIR LAS VEGAS NV 89129-5932	235200.00	1300.00	751.94
138-03-112-007	DOC: 20031231:02662 DATE: 12/31/03 PT SEC 03 20 60 CANYON RANCH EST UNIT #1 PLAT BOOK 43 PAGE 93 LOT 12	ELLIS, GEORGE 7521 DRY PINES CIR LAS VEGAS NV 89129-5932	243520.00	1300.00	751.94
138-03-112-008	DOC: 20011010:01161 DATE: 10/10/01 PT SEC 03 20 60 CANYON RANCH EST UNIT #1 PLAT BOOK 43 PAGE 93 LOT 11	CARLIN, KORI LINN & CHRISTOPHER R 7515 DRY PINES CIR LAS VEGAS NV 89129-5932	249450.00	1300.00	751.94
138-03-112-009	DOC: 20011206:01303 DATE: 12/06/01 PT SEC 03 20 60 CANYON RANCH EST UNIT #1 PLAT BOOK 43 PAGE 93 LOT 10	OLBUR, HUGH M & GAIL ANN 7505 DRY PINES CIR LAS VEGAS NV 89129-5932	236380.00	1300.00	751.94

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138-03-112-010	DOC: 20020130:00215 DATE: 01/30/02 PT SEC 03 20 60 CANYON RANCH EST UNIT #1 PLAT BOOK 43 PAGE 93 LOT 9	MCCRIMMON, BARBARA 2915 W CHARLESTON #6 LAS VEGAS NV 89102-1974	256570.00	1300.00	751.94
138-03-112-011	DOC: 20010907:00752 DATE: 09/07/01 PT SEC 03 20 60 CANYON RANCH EST UNIT #1 PLAT BOOK 43 PAGE 93 LOT 8	KELLY, MIKE & ANNE 7512 TAHOE BASIN DR LAS VEGAS NV 89129-5928	240420.00	1300.00	751.94
138-03-112-012	DOC: 20011121:01748 DATE: 11/21/01 PT SEC 03 20 60 CANYON RANCH EST UNIT #1 PLAT BOOK 43 PAGE 93 LOT 7	MUKHOPADHYAY BIMAL & DIPTI TRUST MUKHOPADHYAY BIMAL & D CO-TRS 7522 TAHOE BASIN DR LAS VEGAS NV 89129-5928	252910.00	1300.00	751.94
138-03-112-013	DOC: 19980430:03758 DATE: 04/30/98 PT SEC 03 20 60 CANYON RANCH EST UNIT #1 PLAT BOOK 43 PAGE 93 LOT 6	RUTHE, SCOTT J & TERI M. 7532 TAHOE BASIN DR LAS VEGAS NV 89129-5928	249070.00	1300.00	751.94
138-03-112-014	DOC: 20040422:05422 DATE: 04/22/04 PT SEC 03 20 60 CANYON RANCH EST UNIT #1 PLAT BOOK 43 PAGE 93 LOT 5	HORNER FAMILY TRUST HORNER CLYDE M & KAY TRS 7542 TAHOE BASIN DR LAS VEGAS NV 89129-5928	234180.00	1300.00	751.94

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138-03-112-015	DOC: 20000919:01203 DATE: 09/19/00 PT SEC 03 20 60 CANYON RANCH EST UNIT #1 PLAT BOOK 43 PAGE 93 LOT 4	BEREKSON TRUST..... BEREKSON IRENE TRS ETAL 7531 TAHOE BASIN DR LAS VEGAS NV 89129-5929	295830.00	1300.00.....	751.94
138-03-112-016	DOC: 19960212:00417 DATE: 02/12/96 PT SEC 03 20 60 CANYON RANCH EST UNIT #1 PLAT BOOK 43 PAGE 93 LOT 3	BENTLEY, ALFRED O & KAREN R..... 7521 TAHOE BASIN DR LAS VEGAS NV 89129-5929	241290.00	1300.00.....	751.94
138-03-112-017	DOC: 19971114:01749 DATE: 11/14/97 PT SEC 03 20 60 CANYON RANCH EST UNIT #1 PLAT BOOK 43 PAGE 93 LOT 2	WITTIG, MICHAEL J & BECKY L..... 7511 TAHOE BASIN DR LAS VEGAS NV 89129-5929	237530.00	1300.00.....	751.94
138-03-112-018	DOC: 19951103:01888 DATE: 11/03/95 PT SEC 03 20 60 CANYON RANCH EST UNIT #1 PLAT BOOK 43 PAGE 93 LOT 1	GRUETZMACHER, J & M L REV FAM TR..... GRUETZMACHER JERRY & MARGOT TRS 7501 TAHOE BASIN DR LAS VEGAS NV 89129-5929	224690.00	1300.00.....	751.94
138-03-112-019	DOC: 20020307:01238 DATE: 03/07/02 PT SEC 03 20 60 CANYON RANCH EST UNIT #1 PLAT BOOK 43 PAGE 93 LOT 61	OAKES DIANA J REVOCABLE TRUST..... OAKES DIANA J TRS 7471 TAHOE BASIN DR LAS VEGAS NV 89129-5927	234820.00	1300.00.....	751.94

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138-03-112-020	DOC: 20020502:03096 DATE: 05/02/02 PT SEC 03 20 60 CANYON RANCH EST UNIT #1 PLAT BOOK 43 PAGE 93 LOT 60	BRELAND FAMILY TRUST..... BRELAND CEFUS E & DEMERIS A TRS 7461 TAHOE BASIN DR LAS VEGAS NV 89129-5927	237820.00.....	1300.00.....	751.94
138-03-112-021	DOC: 19980701:00966 DATE: 07/01/98 PT SEC 03 20 60 CANYON RANCH EST UNIT #1 PLAT BOOK 43 PAGE 93 LOT 59	GOLDSTEIN TRUST..... GOLDSTEIN STEVEN A & DARLENE TRS 7451 TAHOE BASIN DR LAS VEGAS NV 89129-5927	252530.00.....	1300.00.....	751.94
138-03-112-022	DOC: 20031208:01096 DATE: 12/08/03 PT SEC 03 20 60 CANYON RANCH EST UNIT #1 PLAT BOOK 43 PAGE 93 LOT 58	WILSON-MCDONALD, D & MCDONALD TR..... MCDONALD JOSEPH HAROLD TRS ETAL 7441 TAHOE BASIN DR LAS VEGAS NV 89129-5927	243680.00.....	1300.00.....	751.94
138-03-112-023	DOC: 19910322:00277 DATE: 03/22/91 PT SEC 03 20 60 CANYON RANCH EST UNIT #1 PLAT BOOK 43 PAGE 93 LOT 57	LEFEBVRE, ALAN J & EILEEN H..... 7431 TAHOE BASIN DR LAS VEGAS NV 89129-5927	260600.00.....	1300.00.....	751.94
138-03-112-024	DOC: 19940902:01631 DATE: 09/02/94 PT SEC 03 20 60 CANYON RANCH EST UNIT #1 PLAT BOOK 43 PAGE 93 LOT 56	MCCORMICK, EDWARD & CAROLE..... 7421 TAHOE BASIN DR LAS VEGAS NV 89129-5927	247980.00.....	1300.00.....	751.94

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138-03-112-025	DOC: 19901130:00499 DATE: 11/30/90 PT SEC 03 20 60 CANYON RANCH EST UNIT #1 PLAT BOOK 43 PAGE 93 LOT 96	PARRY, STANLEY W & CAROL W 4676 MONUMENT VALLEY RD LAS VEGAS NV 89129-5924	255790.00	1300.00	751.94
138-03-112-026	DOC: 19920316:00159 DATE: 03/16/92 PT SEC 03 20 60 CANYON RANCH EST UNIT #1 PLAT BOOK 43 PAGE 93 LOT 97	HEALY, SHAUN P & PAULA A 4666 MONUMENT VALLEY RD LAS VEGAS NV 89129-5924	241730.00	1300.00	751.94
138-03-112-027	DOC: 19901205:00462 DATE: 12/05/90 PT SEC 03 20 60 CANYON RANCH EST UNIT #1 PLAT BOOK 43 PAGE 93 LOT 98	ARNOLD, CORBY D 4656 MONUMENT VALLEY RD LAS VEGAS NV 89129-5924	234910.00	1300.00	751.94
138-03-112-028	DOC: 20010607:01003 DATE: 06/07/01 PT SEC 03 20 60 CANYON RANCH EST UNIT #1 PLAT BOOK 43 PAGE 93 LOT 99	HUNTER FAMILY TRUST HUNTER JERRY L & DIANNE T TRS 4646 MONUMENT VALLEY RD LAS VEGAS NV 89129-5924	229290.00	1300.00	751.94
138-03-112-029	DOC: 19950405:01226 DATE: 04/05/95 PT SEC 03 20 60 CANYON RANCH EST UNIT #1 PLAT BOOK 43 PAGE 93 LOT 100	KEYES T R & W C FAMILY TRUST KEYES THOMAS R & WILMA C TRS 4636 MONUMENT VALLEY RD LAS VEGAS NV 89129-5924	232470.00	1300.00	751.94

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138-03-112-030	DOC: 20020321:00728 DATE: 03/21/02 PT SEC 03 20 60 CANYON RANCH EST UNIT #1 PLAT BOOK 43 PAGE 93 LOT 62	PIKE, RANDALL H & CYNTHIA K DUNN 7462 TAHOE BASIN DR LAS VEGAS NV 89129-5926	229960.00	1300.00	751.94
138-03-112-031	DOC: 19931102:01113 DATE: 11/02/93 PT SEC 03 20 60 CANYON RANCH EST UNIT #1 PLAT BOOK 43 PAGE 93 LOT 63	MOORE TRUST MOORE RICHARD J & ADELLE C TRS 7452 TAHOE BASIN DR LAS VEGAS NV 89129-5926	233450.00	1300.00	751.94
138-03-112-032	DOC: 19980331:04169 DATE: 03/31/98 PT SEC 03 20 60 CANYON RANCH EST UNIT #1 PLAT BOOK 43 PAGE 93 LOT 64	BEUTH, PHILIP S & DAWN R 7442 TAHOE BASIN DR LAS VEGAS NV 89129-5926	231790.00	1300.00	751.94
138-03-112-033	DOC: 19930312:00168 DATE: 03/12/93 PT SEC 03 20 60 CANYON RANCH EST UNIT #1 PLAT BOOK 43 PAGE 93 LOT 65	ROSTAD, JAMES L & JUDITH E 7432 TAHOE BASIN DR LAS VEGAS NV 89129-5926	244830.00	1300.00	751.94
138-03-112-034	DOC: 20000208:00051 DATE: 02/08/00 PT SEC 03 20 60 CANYON RANCH EST UNIT #1 PLAT BOOK 43 PAGE 93 LOT 66	FANNING, WILLIAM KIRK & SHERLEE D 7422 TAHOE BASIN DR LAS VEGAS NV 89129-5926	221460.00	1300.00	751.94

City of Las Vegas
** ASSESSMENT ROLL **
Special Improvement District No. 1480
Buffalo Drive (Cheyenne Ave. to Lone Mountain Rd.)
Clark County

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Date 09/22/04 3:51p

FINAL ASSESSMENT ROLL NO. 2004-9

PARCEL NUMBER	DESCRIPTION	PRIMARY PROPERTY OWNER	MARKET VALUE	ESTIMATED MAX BENEFIT	ASSESSMENT TOTAL
138-03-112-035	DOC: 20040204:01442 DATE: 02/04/04 PT SEC 03 20 60 CANYON RANCH EST UNIT #1 PLAT BOOK 43 PAGE 93 LOT 67	MCKENZIE, SCOTT A & THERESA J 7423 ALICE SPRINGS CIR LAS VEGAS NV 89129-5919	247740.00	1300.00	751.94
138-03-112-036	DOC: 19981116:01813 DATE: 11/16/98 PT SEC 03 20 60 CANYON RANCH EST UNIT #1 PLAT BOOK 43 PAGE 93 LOT 68	CRACRAFT, JOSEPH & NADINE 7433 ALICE SPRINGS CIR LAS VEGAS NV 89129-5919	228590.00	1300.00	751.94
138-03-112-037	DOC: 19910131:00494 DATE: 01/31/91 PT SEC 03 20 60 CANYON RANCH EST UNIT #1 PLAT BOOK 43 PAGE 93 LOT 69	PEDROZA, NICHOLAS G & CARRIE 7443 ALICE SPRINGS CIR LAS VEGAS NV 89129-5919	231520.00	1300.00	751.94
138-03-112-038	DOC: 20040212:01857 DATE: 02/12/04 PT SEC 03 20 60 CANYON RANCH EST UNIT #1 PLAT BOOK 43 PAGE 93 LOT 70	SHUMAKER, MICHAEL E & THERESA L 7453 ALICE SPRINGS CIR LAS VEGAS NV 89129-5919	255000.00	1300.00	751.94
138-03-112-039	DOC: 20030422:03135 DATE: 04/22/03 PT SEC 03 20 60 CANYON RANCH EST UNIT #1 PLAT BOOK 43 PAGE 93 LOT 71	STANLEY FAMILY TRUST STANLEY BRUCE T & LUCINDA A TRS 7463 ALICE SPRINGS CIR LAS VEGAS NV 89129-5919	244610.00	1300.00	751.94

City of Las Vegas
** ASSESSMENT ROLL **
Special Improvement District No. 1480
Buffalo Drive (Cheyenne Ave. to Lone Mountain Rd.)
Clark County

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Date 09/22/04 3:51p

FINAL ASSESSMENT ROLL NO. 2004-9

PARCEL NUMBER	DESCRIPTION	PRIMARY PROPERTY OWNER	MARKET VALUE	ESTIMATED MAX BENEFIT	ASSESSMENT TOTAL
138-03-112-040	DOC: 19961218:01205 DATE: 12/18/96 PT SEC 03 20 60 CANYON RANCH EST UNIT #1 PLAT BOOK 43 PAGE 93 LOT 72	ONEALE, L J & URSULA STELZNER..... 7464 ALICE SPRINGS CIR LAS VEGAS NV 89129-5918	242700.00	1300.00	751.94
138-03-112-041	DOC: 19930616:00254 DATE: 06/16/93 PT SEC 03 20 60 CANYON RANCH EST UNIT #1 PLAT BOOK 43 PAGE 93 LOT 73	SCHMIDT, BRIAN L & KARYN..... 7454 ALICE SPRINGS CIR LAS VEGAS NV 89129-5918	250610.00	1300.00	751.94
138-03-112-042	DOC: 19901221:01336 DATE: 12/21/90 PT SEC 03 20 60 CANYON RANCH EST UNIT #1 PLAT BOOK 43 PAGE 93 LOT 74	ZARING, ROBERT A & BEATRICE J..... 7444 ALICE SPRINGS CIR LAS VEGAS NV 89129-5918	239950.00	1300.00	751.94
138-03-112-043	DOC: 19971126:01057 DATE: 11/26/97 PT SEC 03 20 60 CANYON RANCH EST UNIT #1 PLAT BOOK 43 PAGE 93 LOT 75	MOEZZI, IRADJ M..... 7434 ALICE SPRINGS CIR LAS VEGAS NV 89129-5918	222740.00	1300.00	751.94
138-03-112-044	DOC: 19980930:04741 DATE: 09/30/98 PT SEC 03 20 60 CANYON RANCH EST UNIT #1 PLAT BOOK 43 PAGE 93 LOT 76	SALIGER, KURT DOUGLAS..... 7424 ALICE SPRINGS CIR LAS VEGAS NV 89129-5918	235690.00	1300.00	751.94

City of Las Vegas
**** ASSESSMENT ROLL ****
 Special Improvement District No. 1480
 Buffalo Drive (Cheyenne Ave. to Lone Mountain Rd.)
 Clark County

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 Date 09/22/04 3:51p

FINAL ASSESSMENT ROLL NO. 2004-9

PARCEL NUMBER	DESCRIPTION	PRIMARY PROPERTY OWNER	MARKET VALUE	ESTIMATED MAX BENEFIT	ASSESSMENT TOTAL
138-03-301-001	DOC: 20031223:00256 DATE: 12/23/03 PT NW4 SW4 SEC 03 20 60	CROCKETT MARGARET TRUST..... CROCKETT MARGARET TRS 17 PRINCEVILLE LN LAS VEGAS NV 89113-1346	99540.00.....	26070.00.....	15636.01
138-04-604-014	DOC: 20040427:04282 DATE: 04/27/04 PT SE4 NE4 SEC 04 20 60	CYPERT BROTHERS INVESTMENTS LLC..... 4546 DESERT BLOOM CT LAS VEGAS NV 89129-4884	102860.00.....	47620.00.....	20077.98
138-04-704-002	DOC: 20040318:01185 DATE: 03/18/04 PT SEC 04 20 60 LAND DIVISION 81-82 LOT 2	U S HOME, CORPORATION..... 3765 E SUNSET #B-11 LAS VEGAS NV 89120-6200	110000.00.....	25990.00.....	15598.23
138-04-704-004	DOC: 20040318:01185 DATE: 03/18/04 PT SEC 04 20 60 LAND DIVISION 81-82 LOT 3	U S HOME, CORPORATION..... 3765 E SUNSET #B-11 LAS VEGAS NV 89120-6200	117140.00.....	32660.00.....	20690.95
138-09-501-031	DOC: 19921120:00251 DATE: 11/20/92 PT NE4 NE4 SEC 9 20 60	BUFFALO, P H D L P..... %PHD PPTYS 3225-B S RAINBOW BLVD #206 LAS VEGAS NV 89146	275030.00.....	155320.00.....	0.00
138-09-619-001 THRU -014 (FORMERLY 138-09-601-005)	DOC: 20040624:06381 DATE: 06/24/04 PLAT BOOK 116 PAGE 95 DAY DAWN EST - UNIT 4 LOTS 1 THRU 14 BLOCK 1	NEVADA HOMES GROUP INC..... 6985 W SAHARA #201 LAS VEGAS NV 89117-2822	1050000.00.....	101650.00.....	57397.76

City of Las Vegas
**** ASSESSMENT ROLL ****
 Special Improvement District No. 1480
 Buffalo Drive (Cheyenne Ave. to Lone Mountain Rd.)
 Clark County

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 Date 09/22/04 3:51p

FINAL ASSESSMENT ROLL NO. 2004-9

PARCEL NUMBER	DESCRIPTION	PRIMARY PROPERTY OWNER	MARKET VALUE	ESTIMATED MAX BENEFIT	ASSESSMENT TOTAL
138-09-618-001 THRU -014 (FORMERLY 138-09-601-009)	DOC: 20040624:06381 DATE: 06/24/04 PLAT BOOK 116 PAGE 41 DAY DAWN EST - UNIT 3 LOTS 1 THRU 14 BLOCK 1	NEVADA HOMES GROUP INC 6985 W SAHARA #201 LAS VEGAS NV 89117-2822	1050000.00	111050.00	53652.80
138-09-601-014	DOC: 19910426:00945 DATE: 04/26/91 PT SE4 NE4 SEC 09 20 60	DEBBANE, BOULOS ETAL..... P O BOX 1624 NEW YORK NY 10150-2124	136090.00	111050.00	0.00
138-09-601-018	DOC: 19970331:00112 DATE: 03/31/97 PT SE4 NE4 SEC 09 20 60	REGENT ASSISTED LIVING INC..... 121 S W MORRISON #1000 PORTLAND OR 97204-3140	280800.00	89340.00	0.00
138-10-201-012	DOC: 20001101:01705 DATE: 11/01/00 PT SW4 NW4 SEC 10 20 60	K M W L L C 1200 S MARTIN L KING BLVD LAS VEGAS NV 89102	132490.00	93270.00	0.00
138-10-301-010	DOC: 19980825:01926 DATE: 08/25/98 PT NW4 SW4 SEC 10 20 60	DEUTSCH FAMILY TRUST DEUTSCH SANFORD & BEVERLY TRS 8417 BEVERLY BLVD #205 LOS ANGELES CA 90048-3401	544510.00	87580.00	50360.29

** REPORT TOTALS

\$ 308608.02

EXHIBIT "B"

(Attach Notice of Hearing as Mailed)

NOTICE OF THE FILING OF FINAL ASSESSMENT ROLL, OF THE OPPORTUNITY TO FILE WRITTEN COMPLAINTS, PROTESTS, OR OBJECTIONS, AND OF THE ASSESSMENT HEARING, ALL CONCERNING THAT CERTAIN AREA TO BE ASSESSED FOR IMPROVEMENTS WITHIN THE CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1480 – BUFFALO DRIVE (CHEYENNE AVENUE TO LONE MOUNTAIN ROAD).

NOTICE IS HEREBY GIVEN, that the Final Assessment Roll No. 2004-9 for City of Las Vegas, Nevada, Special Improvement District No. 1480 – Buffalo Drive (Cheyenne Avenue to Lone Mountain Road) (hereinafter the "District") in and for the City of Las Vegas in the County of Clark, State of Nevada, which has been made out by the City Council of City of Las Vegas, together with the City Engineer, has been filed on October 20, 2004, in the office of the City Clerk and since such date, the final assessment roll has been, and now is available for examination by any interested person during regular office hours, Monday through Friday 8:00 a.m. until 5:00 p.m. The boundaries of the District are described in the Special Improvement District No. 1480 Creation Ordinance heretofore adopted (hereinafter the "Creation Ordinance"). The boundaries of the District, which include the location of the Project and the lots, tracts and parcels of land to be assessed, shall be the exterior boundary of each parcel of property fronting a street to be improved by the improvements (as described below) or fronting a cul-de-sac which abuts or fronts a street to be improved by the improvements. Pursuant to NRS 271.305 certain segments of the improvements were deleted from the Project as noted below. The streets to be improved by the improvements are:

Ahey Road (BOTH SIDES) – (Deleted) from the centerline of Buffalo Drive westerly along Ahey Road a distance of approximately 330-feet. (60-foot right-of-way)

Buckskin Avenue (NORTH SIDE) – from the centerline of Buffalo Drive easterly along Buckskin Avenue a distance of approximately 330-feet. (60-foot right-of-way)

Buffalo Drive (BOTH SIDES) - from the centerline of Buckskin Avenue northerly along Buffalo Drive to the centerline of Lone Mountain Road. (100-foot right-of-way)

Constantinople Avenue (SOUTH SIDE) – (Deleted) from the centerline of Buffalo Drive westerly along Constantinople Avenue a distance of approximately 330-feet. (60-foot right-of-way)

Gilmore Avenue (BOTH SIDES) – (Deleted North Side) from the centerline of Buffalo Drive westerly along Gilmore Avenue a distance of approximately 330-feet. (60-foot right-of-way)

Gowan Road (NORTH SIDE) – (Deleted) from the centerline of Buffalo Drive easterly along Gowan Road a distance of approximately 330-feet and westerly from the centerline of Buffalo Drive a distance of approximately 613-feet. (80-foot right-of-way)

The amounts to be assessed for the improvements in the District will be levied upon all tracts in the District, i.e., upon all abutting tracts in proportion to the special benefits derived (as shown by the estimated benefits and corresponding market value increases) provided, however, that an equitable adjustment will be made for assessments to be levied against wedge or "V" or other irregularly-shaped lots or tracts of lands, if any, and for any lot, tract or parcel not specially benefited by the improvements so that assessments according to benefits are to be equal and uniform.

The assessments will be levied on a front foot method for the installation of pavement, curb, gutter, sidewalk, residential driveways and streetlights and on a square foot method for the installation of commercial (option "B") driveways. Each property owner will be assessed for the cost of a pavement section, curb and gutter, sidewalks, driveway approaches and streetlights, where not already existing. The owners of property who elect to have water or sewer laterals installed will be assessed on a per service or unit lot method. The water and sewer main extensions will be assessed on a front foot method. THE CITY HAS NO OBLIGATION TO PROVIDE WATER OR SEWER SERVICE TO ANY PROPERTY WITHIN THE DISTRICT REGARDLESS OF WHETHER THE CITY COUNCIL PROCEEDS WITH ALL OR ANY PART OF THE PROJECT.

Such basis of assessments has been designated by the City Council in the Creation Ordinance heretofore adopted. The portion of the costs to be assessed against, and the maximum amount of benefits estimated to be conferred upon each lot, tract or parcel of land or property in the District is stated in the final assessment roll. The City Council has determined that each of these tracts will receive special benefits (and corresponding market value increases) from the improvements in the Project.

The City Council will meet to hear and consider all complaints, protests, and objections to said final assessment roll, to the amount of the assessments, and to the regularity of the proceedings in making such assessments, by the owners of the property specially benefited by, and proposed to be assessed for, the improvements in the District. Any person interested and any parties aggrieved by such assessments may be heard on Wednesday, November 17, 2004, at 1:00 p. m. at the City of Las Vegas Council Chambers, 400 Stewart Avenue, in Las Vegas, Nevada. Any complaint, protest, or objection to the regularity, validity, and correctness of the proceedings, of the final assessment roll, of each assessment contained therein, and of the amount thereof levied on each lot, tract or parcel of land, shall be deemed waived unless filed in writing with the City Clerk, on or before Friday, November 12, 2004, i.e., at least three days prior to the date set for the assessment hearing.

At the time and place so designated for the hearing, the City Council shall hear and determine all complaints, protests, and objections to the regularity of the proceedings in making such assessments, the correctness of such assessments, the amount levied on any particular lot, tract or parcel of land to be assessed, the amount of the benefits and corresponding market value increases, which have been so made in writing or verbally. The City Council shall further have the power to adjourn such hearing from time to time, and by resolution shall have power, in its discretion, to revise, correct, confirm, or set aside any assessment and to order that such assessment may be made de novo. The owners of the property to be assessed are advised that this is the final chance to present any evidence as to the amount of the assessments (or other matters to be considered at the hearing) to the City Council. If a person objects to the final assessment roll or to the proposed assessments:

- (1) He is entitled to be represented by counsel at the hearing;
- (2) Any evidence he desires to present on these issues must be presented at the hearing; and
- (3) Evidence on these issues that is not presented at the hearing may not thereafter be presented in an action brought pursuant to NRS 271.395.

Assessments shall be due and payable at the office of the City Treasurer without interest and without demand within 30 days after the ordinance levying the assessments becomes effective. All or any part of such assessments may also, at the election of the owner, be paid thereafter in twenty (20) substantially equal semi-annual installments of principal. After the adoption of the assessment ordinance and before assessment bonds are issued (or if bonds are not issued) the City Council shall by resolution provide the maximum rate of interest on the unpaid and deferred installments of assessments. If assessment bonds are sold, such rate will not exceed by more than one percent (1%) the highest rate of interest on the assessment bonds for the District. The effective interest rate on the assessment bonds of the District will not exceed the statutory maximum rate, i.e., will not exceed by more than three percent (3%) the "Index of Twenty Bonds", which is most recently published before the time bids for such bonds are received, or at a time a negotiated offer for the sale of such bonds is accepted. Penalties (at a rate not exceeding two percent (2%) per month on the unpaid balance of the assessment and accrued interest, or at any higher rate authorized by statute) shall be due for delinquencies. The owner of any property not in default as to any assessment installment or payment may, at any time, pay the whole or any installment of the unpaid principal with interest accruing thereon to the next interest payment date and the payment of a penalty for such prepayment of up to three percent (3%) of the installment or installments of principal so prepaid. The City Council, in the ordinance levying the assessments, will establish a prepayment penalty or premium of up to three percent (3%) of the principal of deferred installments so prepaid.

Pursuant to NRS 271.357, the City has established a procedure to allow any person whose principal residence will be included in the District to apply for a hardship determination. A person whose application for a hardship determination has been approved by the City Council is

entitled to have the principal amount of the assessment postponed, but is required to pay the interest on the unpaid balance of the assessment at the same rate and upon the same terms as established by the City Council for the assessments. A person desiring to apply for a hardship determination shall file an application no later than November 12, 2004, with the Clark County Department of Social Services (CCSS), 1600 Pinto Lane, Las Vegas, Nevada 89106. Please contact CCSS at (702) 455-8687 for a pre-qualification screening.

Pursuant to NRS 271.395, within 15 days immediately succeeding the effective date of the assessment ordinance to be adopted following the hearing, any person who has filed a complaint, protest, or objection in writing shall have the right to commence an action or suit in any court of competent jurisdiction to correct or set aside such determination. Thereafter, all actions or suits attacking the regularity, validity, and correctness of the proceedings, of the final assessment roll, of each assessment contained therein, and of the amount of the assessment levied on each tract, including, without limiting the generality of the foregoing, the defense of confiscation, shall be perpetually barred.

Dated this October 20, 2004.



BARBARA JO RONEMUS, City Clerk

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 20, 2004

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

RESOLUTIONS:

R-154-2004 - Approval of a Resolution Determining the Cost and Directing the City Engineer to prepare the Final Assessment Roll for Special Improvement District No. 1495 - Buffalo Drive (Cheyenne Avenue to Lone Mountain Road) (\$12,759.92 - Capital Projects Fund/Special Assessments) - Ward 4 (Brown)

Fiscal Impact:

☐ No Impact	Amount:	\$12,759.92
☒ Budget Funds Available	Dept./Division:	Public Works/SID
☐ Augmentation Required	Funding Source:	Capital Projects Fund/Special Assessments

PURPOSE/BACKGROUND:

This resolution directs the City Engineer and Engineering Integration Division to prepare the Final Assessment Roll for the construction and installation of pavement, curb and gutter, sidewalk, and streetlights.

RECOMMENDATION:

It is recommended that the City Council adopt this Resolution.

BACKUP DOCUMENTATION:

Resolution No. R-154-2004

MOTION:

REESE - APPROVED Items 3-5 and 7-44 as recommended - UNANIMOUS

Item 6: APPROVED under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:24 - 9:26)

1-661

RESOLUTION NO. R-154-2004

A RESOLUTION CONCERNING CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1495 – BUFFALO DRIVE (CHEYENNE AVENUE TO LONE MOUNTAIN ROAD); DETERMINING THE COST TO BE ASSESSED AND AUTHORIZING, ORDERING AND DIRECTING THE CITY ENGINEER TO PREPARE THE FINAL ASSESSMENT ROLL AND PROVIDING THE EFFECTIVE DATE HEREOF.

Summary: Assessment Roll Preparation

WHEREAS, the City Council of the City of Las Vegas in the County of Clark, State of Nevada, (hereinafter the "City Council" and the "City" respectively) pursuant to an ordinance heretofore adopted (hereinafter the "Creation Ordinance") created the City of Las Vegas, Nevada, Special Improvement District No. 1495 – Buffalo Drive (Cheyenne Avenue to Lone Mountain Road) (hereinafter the "District") and ordered the acquisition of certain public improvements (hereinafter the "Project") within the District; and

WHEREAS, the City Council by resolution heretofore adopted has authorized the proper officers of the City to execute a construction contract on behalf of the City in accordance with NRS 271.335, for the Project, all as provided by law; and

WHEREAS, the City Council has heretofore determined that a portion of the cost and expense of the Project is to be paid by special assessments levied against the benefited lots, tracts and parcels of land in the District; and

WHEREAS, the City Council has determined, and does hereby determine, that all of the assessable property in the City which is specially benefited by the Project to be acquired in the District, and only the property which is so specially benefited, is to be included on the final assessment roll; and,

WHEREAS, in accordance with NRS 271.360, the City Council has determined and does hereby declare that the net cost to the City for the Project in the District (including all necessary incidentals, which either have been or will be incurred in connection with the District) is \$11,759,710.00, of which \$11,746,950.08 is available from other sources and \$12,759.92 is to be assessed upon the benefited lots, tracts and parcels of land in the District.

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

Section 1. All actions, proceedings, and matters heretofore taken, had and done by the City and the officers thereof, not inconsistent with the provisions of this Resolution, concerning the District, be, and the same hereby are, ratified, approved and confirmed.

Section 2. A portion of the total cost of the District to the City, including all necessary incidentals, which either have been or will be incurred in connection with the District, shall be paid by the assessable property in the District as designated in the Creation Ordinance. The total cost of the District shall be apportioned and the amount to be assessed shall be as follows:

Total Cost	Estimated Amount of Special Assessments	Amount Available From Other Sources
\$ 11,759,710.00	\$ 12,759.92	\$ 11,746,950.08

Section 3. The City Engineer (hereinafter the "Engineer") be, and he is hereby authorized, ordered and directed, with the assistance of the Engineering Integration Division, to make out and prepare, an assessment roll for the District containing, among other things:

(1) The name and address of each last known owner of each lot, tract, or parcel of land to be assessed.

(2) A description of each lot, tract or parcel of land to be assessed, and the amount of the proposed assessment thereon, apportioned upon the basis for assessments heretofore determined by the City Council in the Creation Ordinance and as stated in the provisional order for the hearing on the Project.

Section 4. Immediately upon the adoption of this Resolution, the City Clerk shall cause a copy of this Resolution to be furnished to the Engineer. When the Engineer has made out and prepared the assessment roll, pursuant to Section 3 of this Resolution, he shall report the assessment roll to the Council and shall cause the same to be filed in the office of the City Clerk and numbered. The Engineer shall submit an executed certificate in the form provided in Subsection 3 of NRS 271.375, which certificate, duly executed, shall accompany the assessment roll.

Section 5. 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 legal proceedings, assessment rolls

and lists, supplemental report(s) on benefits, and other items necessary or desirable for the completion of the District.

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

Section 7. If any section, paragraph, clause or other provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or other provision shall not affect any of the remaining provisions of this Resolution.

Section 8. The City Council has determined and declares, that this Resolution shall be in effect upon its passage in accordance with the law.

PASSED AND APPROVED on October 20, 2004.



OSCAR B. GOODMAN, Mayor

Attest:



BARBARA JO RONEMUS, City Clerk

Approved as to Form:

10-7-04 

Date Deputy City Attorney¹

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 20, 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 20, 2004, is attached to this certificate as Exhibit "A".

IN WITNESS WHEREOF, I have hereunto set my hand on this October 20, 2004.

(SEAL)

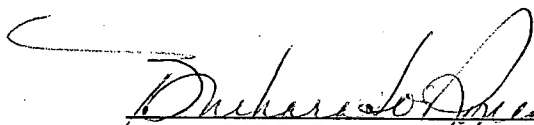

BARBARA JO RONEMUS, City Clerk

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 20, 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 MATTERS

- CALL TO ORDER
- ANNOUNCEMENT RE: COMPLIANCE WITH OPEN MEETING LAW
- INVOCATION - REVEREND BONNIE POLLEY, CHRIST EPISCOPAL CHURCH
- PLEDGE OF ALLEGIANCE
- RECOGNITION OF THE EMPLOYEE OF THE MONTH
- RECOGNITION OF THE 45TH ANNIVERSARY OF THE FOLIES BERGERE
- RECOGNITION OF OUTSTANDING COMMUNITY SERVICE IN WARD 6
- RECOGNITION OF TEACH FOR AMERICA WEEK

BUSINESS ITEMS - 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 Meeting of August 4, 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.

ADMINISTRATIVE - CONSENT

3. Approval and ratification of the contract between the City of Las Vegas and the Las Vegas Peace Officers Association (LVPOA) and the associated Trust Acceptance and Contract Data document for health insurance benefits (\$4.2 Million - General Fund) - All Wards

FINANCE & BUSINESS SERVICES - CONSENT

4. Approval of Service and Material Checks/Payroll Checks/Wire Transfers/Other Checks and Investments
5. Approval to transfer (reallocate) \$145,000 of Detention and Enforcement (D&E) Internal Affairs Division (IAD) Modular capital project funding and \$157,000 of D&E Unit 2 Yard Enclosure capital project funding to the D&E Culinary Upgrades capital project located at Stewart Avenue and Mojave Road in order to support the most recent Public Work's estimate and allow for bidding of the contract - Ward 3 (Reese)
6. Approval of a Special Event License for Caribbean Fun Stop, Location: Caribbean Fun Stop, 1122 Fremont Street, Dates: October 22-24, 2004, Type: Special Event Beer/Wine/Cooler, Event: Birthday Party, Responsible Persons in Charge: Deanford Innis and Patsy Thomas - Ward 5 (Weekly)
7. Approval of Change of Ownership, Location and Business Name for a Tavern License subject to the provisions of the fire codes and Health Dept. regulations, From: Darnic, Inc., dba Tongue N Groove, 713 East Ogden Avenue (Non-operational), Teri G. Galardi, Dir, Pres, Secy, Treas, 100%, To: JCK Ventures, LLC, dba Heights, 465 South Decatur Boulevard, Lorri A. Campbell, Mgr, The JCK Family Trust, Mmbr, 95%, Lorri A. Campbell, Trustee, Candace L. Campbell, Mmbr, 5% - Ward 1 (Moncrief)
8. Approval of Change of Ownership, Location and Business Name for a Tavern License and a new Restricted Gaming License for 15 slots subject to the provisions of the fire and planning codes and Health Dept. regulations, From: Westronics, Inc., dba Honest John's "I'm Back!" Casino, Bar & Restaurant, 2430 Las Vegas Boulevard South (Non-operational), Claudia D. Wichinsky, Dir, Pres, Treas, 50%, Glenn E. Wichinsky, Dir, Secy, 50%, To: Nelson M. Maldonado, dba Bar Vertigo, 2025 East Charleston Boulevard, Nelson M. Maldonado, 100%, Mark M. Mintz, Lender - Ward 3 (Reese)
9. Approval of a new Restricted Gaming License for 5 slots subject to confirmation of approval by the Nevada Gaming Commission, Costello Marketing, LLC, dba Wash N' Save Laundromat, 235 North Eastern Avenue, Suite 124, Michael J. Costello, Mgr, Mmbr, 50%, Gail A. Costello, Mmbr, 50%, Margaret R. Symons, Key Employee - Ward 3 (Reese)
10. Approval of Change of Location for a Locksmith License, Charlie's Lock & Key, LLC, dba Charlie's Lock & Key, LLC, From: 232 North Jones Boulevard, 186, To: 29 North 28th Street, 5B, Susan M. Moses, Mgr, 51%, Charles M. Moses, Mgr, 49% - Ward 3 (Reese)
11. Approval of Change of Ownership and Business Name for a Class III-B Secondhand Dealer License, From: Progressive Pallets, Inc., dba Progressive Pallets, Inc., James E. Crow, Dir, Pres, 100%, To: Image Pallets, LLC, dba Progressive Pallets, 1080 South Commerce Street, Image Investments, Inc., Mgr, Mmbr, 80%, Robert E. Pippen, Dir, Pres, 100%, Progressive Pallets, Inc., Mgr, Mmbr, 20%, James E. Crow, Dir, Pres, 100% - Ward 1 (Moncrief)
12. Approval of award of Bid No. 05.1730.07-LED, Traffic Improvements Package #5 - Federal Project No. STP-0159(009) and approve the construction conflicts and contingency reserve set by Finance and Business Services - Department of Public Works - Award recommended to: WELLS CARGO, INC. (\$2,479,353.60 - Road and Flood Capital Project Fund) - Wards 2, 4 and 6 (Wolfson, Brown and Mack)

FINANCE & BUSINESS SERVICES - CONSENT

13. Approval of authorization to use Clark County Bid Number 5619-04 for Scott Eagle Imaging 160 Thermal Imaging Cameras - Department of Fire and Rescue – Awarded to: FIRST IN, INC. (\$98,978 – Multipurpose Special Revenue Fund)
14. Approval of issuance of purchase orders for the purchase of specialty printing paper stock for the City's Graphic Arts Division to satisfy the City's printing requirements - Department of Information Technologies, Graphic Arts - Award recommended to: VARIOUS SUPPLIERS (Estimated annual aggregate amount of \$90,000 - Graphic Arts Internal Service Fund)
15. Approval of award of Contract No. 050108, Historic Preservation Consulting Services for the Post Office at 301 Stewart Ave. - Public Works - Award recommended to: CHATTEL ARCHITECTURE, PLANNING & PRESERVATION, INC. (\$44,720 - Parks and Leisure Activities Capital Project Fund) - Ward 5 (Weekly)
16. Approval of award of Macromedia Software End User License Agreement (including indemnification provision) - Department of Information Technologies - Award recommended to: MARKETWARE TECHNOLOGIES (\$1,068 - Computer Services Internal Service Fund)
17. Approval of revision to purchase order 212965 for Rental of Multi-Functional Devices - Department of Information Technologies - Award to: IKON OFFICE SOLUTIONS (\$180,000 - Graphic Arts Internal Service Fund)
18. Approval of award of Bid No. 050104-TB, Annual Requirements Contract for Liquid Polymer - Department of Public Works - Award recommended to: CIBA SPECIALTY CHEMICALS CORPORATION (Estimated annual amount of \$1,000,000 - Sanitation Enterprise Fund)

FIRE & RESCUE - CONSENT

19. Approval authorizing the Department of Fire & Rescue to execute a Secondary User's Agreement with the Clark County Health District for the transfer of interoperable radio equipment for public safety communications - All Wards
20. Approval to accept a FY2004 Congressionally Mandated Grant Award in the amount of \$395,750 for public safety interoperable communications projects - All Wards
21. Approval of a Memorandum of Understanding between the City of Las Vegas and the Volunteer Center of Southern Nevada for the transfer of U.S. Department of Homeland Security grant funds in the amount of \$6,110 to support volunteer management services - All Wards

HUMAN RESOURCES - CONSENT

22. Approval to create one temporary full time Office Specialist I position to support the Centennial Celebration Committee in the City Manager's Office (\$50,100 - Centennial Funds) - All Wards

PUBLIC WORKS - CONSENT

23. Approval of a Grant Deed from F & F Horizons Associates, LLC, a Delaware limited liability company, for portions of the Southeast Quarter of Section 32, Township 20 South, Range 60 East, Mount Diablo Meridian, for dedication of additional rights-of-way for a right turn lane and bus turnout located at the northwest corner of Charleston Boulevard and Durango Drive, APN 138-32-801-001 – Ward 2 (Wolfson)
24. Approval of an Easements and Rights-of-Way Grant to the Las Vegas Valley Water District, a Quasi-Municipal Corporation for a portion of the Southeast Quarter of Section 25, Township 20 South, Range 61 East, Mount Diablo Meridian for a water easement (15 feet by 20 feet) on the south side of Washington Avenue, west of Pecos Road to serve the Freedom Park Pool, APN 139-25-701-002 - Ward 3 (Reese)

PUBLIC WORKS - CONSENT

25. Approval of Interlocal Agreement 109129 Amendment 1 with the Las Vegas Valley Water District (District) for the City of Las Vegas Special Improvement District 1487 as part of the Jones Boulevard - Beltway to Elkhorn project - Ward 6 (Mack)
26. Approval of a Non-refundable Contribution in Aid of Construction Agreement with Nevada Power Company to facilitate relocation of a Nevada Power Company switchgear near the corner of Durango Drive and Vegas Drive (\$36,426 - Regional Transportation Commission [RTC]) - Wards 2 and 4 (Wolfson and Brown)
27. Approval of a Rule 9 Line Extension Agreement with Nevada Power Company for the installation of utility for electric services to provide power for streetlights at the Elkhorn Overpass over US95 construction project (\$13,526 - Regional Transportation Commission [RTC]) - Ward 6 (Mack)
28. Approval of a Sewer Connection and Interlocal Contract with Clark County Water Reclamation District - Southwest Engineering on behalf of White Horse Estates, LLC, owners (northeast corner of Elkhorn Road and Torrey Pines Boulevard, APN 125-14-801-001) - County (near Ward 6 - Mack)
29. Approval of an Encroachment Request from D. R. Horton, Incorporated, owner (northeast corner of Fort Apache Road and Gilcrease Avenue) - Ward 6 (Mack)
30. Approval of an Encroachment Request from Slater Hanifan Group on behalf of Pardee Homes Nevada, Incorporated, owner (Tee Pee Lane between Deer Springs Way and Dorrell Lane) - Ward 6 (Mack)
31. Approval of a Sewer Connection and Interlocal Contract with Clark County Water Reclamation District - VTN Nevada on behalf of Quarterhorse Falls Estates, LLC, owners (northeast corner of Horse Drive and Mustang Street, APN 125-11-603-001 and 125-11-603-002) - County (near Ward 6 - Mack)
32. Approval of an Encroachment Request from Orion Engineering and Surveying, Incorporated, on behalf of Plaster Development Company, Incorporated, owner (Shadow Lane north of Alta Drive) - Ward 5 (Weekly)
33. Approval of a Sewer Connection and Interlocal Contract with Clark County Water Reclamation District - Southwest Engineering on behalf of White Horse Estates, LLC, owners (southwest corner of Torrey Pines Boulevard and Severance Lane, APN 125-14-403-001, 125-14-403-002, 125-14-403-003, and 125-14-403-004) - County (near Ward 6 - Mack)
34. Approval of Interlocal Agreement 110449 with the Las Vegas Valley Water District for water service at Freedom Park Pool and Bathhouse (\$86,126 - Recreation Capital Projects Fund) - Ward 3 (Reese)

RESOLUTIONS - CONSENT

35. R-152-2004 - Approval of a Resolution Determining the Cost and Directing the City Engineer to prepare the Final Assessment Roll for Special Improvement District No. 1480 - Buffalo Drive (Cheyenne Avenue to Lone Mountain Road) (\$308,608.02 - Capital Projects Fund/Special Assessments) - Ward 4 (Brown)
36. R-153-2004 - Approval of a Resolution fixing the time and place when complaints, protests, and objections to the Final Assessment Roll will be heard for Special Improvement District No. 1480 - Buffalo Drive (Cheyenne Avenue to Lone Mountain Road) (\$308,608.02 - Capital Projects Fund/Special Assessments) - Ward 4 (Brown)
37. R-154-2004 - Approval of a Resolution Determining the Cost and Directing the City Engineer to prepare the Final Assessment Roll for Special Improvement District No. 1495 - Buffalo Drive (Cheyenne Avenue to Lone Mountain Road) (\$12,759.92 - Capital Projects Fund/Special Assessments) - Ward 4 (Brown)
38. R-155-2004 - Approval of a Resolution fixing the time and place when complaints, protests, and objections to the Final Assessment Roll will be heard for Special Improvement District No. 1495 - Buffalo Drive (Cheyenne Avenue to Lone Mountain Road) (\$12,759.92 - Capital Projects Fund/Special Assessments) - Ward 4 (Brown)
39. R-156-2004 - Approval of a Resolution Establishing the Interest Rate for Special Improvement District No. 1499 - Alexander Road (US-95 to Rancho Drive) (\$78,002.48 - Capital Projects Fund/Special Assessments) - Ward 6 (Mack)

RESOLUTIONS - CONSENT

40. R-157-2004 - Approval of a resolution directing the City Treasurer to give notice of the sale of a property (Parcel Number 139-28-201-001) located on the northeast corner of Washington Avenue and Tonopah Drive for which the City holds a Certificate of Sale as the result of the foreclosure of an assessment lien, and providing other matters properly relating thereto - Ward 5 (Weekly)

REAL ESTATE COMMITTEE - CONSENT

41. Approval of entering into negotiations with Investment Equity Development (IED) for the sale of approximately 4.58 acres of City owned land located in the vicinity of Cheyenne Avenue and Durango Drive, APNs 138-08-801-006 and -007 for development of an office park - Ward 4 (Brown)
42. Approval of a Land Lease Agreement between the City of Las Vegas and Southwestco Wireless, LP, d/b/a Verizon Wireless, by Southwestco Wireless, Inc., for a wireless communications system located on approximately 200 square feet of property located at 7151 Oso Blanca Road, commonly known as Mountain Ridge Park (\$386,880 revenue for duration of contract) - Ward 6 (Mack)
43. Approval of a Lease Agreement between the City of Las Vegas and Nevada Hospitality Service, LLC, for a storage area at the Downtown Transportation Center (DTC) located at 300 North Casino Center Boulevard (\$1,200 first year revenue) - Ward 5 (Weekly)
44. Approval of a Lease Agreement between the City of Las Vegas and Nevada Hospitality Service, LLC, for a food cart at the Downtown Transportation Center (DTC) located at 300 North Casino Center Boulevard (\$7,500 first year revenue) - Ward 5 (Weekly)

DISCUSSION / ACTION ITEMS

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. ABEYANCE ITEM - Discussion and possible action on Appeal of Work Card Denial: Michael J. Amsbary, 2725 W. Wigwam Avenue, Apt. 1089, Las Vegas, Nevada 89123
47. Discussion and possible action on Appeal of Work Card Denial: Meredith Howard Polzel, 320 S. First Street, Las Vegas, Nevada 89101

FINANCE & BUSINESS SERVICES - DISCUSSION

48. ABEYANCE ITEM - 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
49. ABEYANCE ITEM - 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)

FINANCE & BUSINESS SERVICES - DISCUSSION

50. Discussion and possible action regarding Temporary Approval of a new Supper Club License subject to the provisions of the fire codes and Health Dept. regulations, Islands Summerlin/Anaheim Hills, LP, dba Islands Fine Burgers & Drinks, 10810 West Charleston Boulevard, Islands Summerlin, LLC, Gen Ptnr, 25%, Islands Anaheim Hills, LLC, Gen Ptnr, 25%, Islands Restaurants, Ltd Ptnr, Mgr, Class B Mmbr, 80%, Douglas E. Kollus, Class A Mmbr, 10%, Michael B. Smith, Class A Mmbr, 4%, Reiko L. Matsumoto, Class A Mmbr, 3.4%, Lewis M. Jackson, Class A Mmbr, 2%, Robert L. Richards, Jr., Class A Mmbr, .6% - Ward 2 (Wolfson)
51. Discussion and possible action regarding Change of Ownership and Business Name for a Tavern License and a new Restricted Gaming License for 10 slots subject to the provisions of the fire codes and Health Dept. regulations, From: B4 and After, a Limited Partnership, dba Bunkhouse, Thomas M. Burns, Gen Ptnr, 33 1/3%, Stewart L. Bell, Ltd Ptnr, 33 1/3%, James M. Bixler, Ltd Ptnr, 33 1/3%, To: Quality Commercial Maintenance, Inc., dba The Bunkhouse, 124 South 11th Street, Charles J. Fox, Dir, Pres, Secy, Treas, 100% - Ward 1 (Moncrief)
52. Discussion and possible action regarding Temporary Approval of Change of Ownership for a Pawnbroker/Pistol Permit and a Class II Secondhand Dealer License, From: Camco, Inc., Steven A. Mack, COB, CEO, Bryan W. Waters, Pres, COO, Marco A. Herrera, VP, Secy, Steven Mack Revocable Trust, 100%, Steven A. Mack, Trustee, To: Cash America, Inc. of Nevada, dba SuperPawn: 1150 South Rainbow Boulevard; 3270 South Valley View Boulevard; 126 South 1st Street, Daniel Ray Feehan, Dir, CEO, Pres, Cash America International, Inc., 100%, Daniel R. Feehan, Dir, CEO, Pres - Ward 1 (Moncrief)
53. Discussion and possible action regarding Temporary Approval of Change of Ownership for a Pawnbroker/Pistol Permit and a Class II Secondhand Dealer License, From: Camco, Inc., Steven A. Mack, COB, CEO, Bryan W. Waters, Pres, COO, Marco A. Herrera, VP, Secy, Steven Mack Revocable Trust, 100%, Steven A. Mack, Trustee, To: Cash America, Inc. of Nevada, dba SuperPawn, 7585 West Washington Avenue, Daniel Ray Feehan, Dir, CEO, Pres, Cash America International, Inc., 100%, Daniel R. Feehan, Dir, CEO, Pres - Ward 2 (Wolfson)
54. Discussion and possible action regarding Temporary Approval of Change of Ownership for a Pawnbroker/Pistol Permit and a Class II Secondhand Dealer License, From: Camco, Inc., Steven A. Mack, COB, CEO, Bryan W. Waters, Pres, COO, Marco A. Herrera, VP, Secy, Steven Mack Revocable Trust, 100%, Steven A. Mack, Trustee, To: Cash America, Inc. of Nevada, dba SuperPawn: 515 East St. Louis Avenue; 2300 East Charleston Boulevard, Daniel Ray Feehan, Dir, CEO, Pres, Cash America International, Inc., 100%, Daniel R. Feehan, Dir, CEO, Pres - Ward 3 (Reese)
55. Discussion and possible action regarding Temporary Approval of Change of Ownership for a Pawnbroker/Pistol Permit and a Class II Secondhand Dealer License, From: Camco, Inc., Steven A. Mack, COB, CEO, Bryan W. Waters, Pres, COO, Marco A. Herrera, VP, Secy, Steven Mack Revocable Trust, 100%, Steven A. Mack, Trustee, To: Cash America, Inc. of Nevada, dba SuperPawn, 5910 West Lake Mead Boulevard, Daniel Ray Feehan, Dir, CEO, Pres, Cash America International, Inc., 100%, Daniel R. Feehan, Dir, CEO, Pres - Ward 5 (Weekly)
56. Discussion and possible action regarding Temporary Approval of Change of Ownership for a Pawnbroker/Pistol Permit and a Class II Secondhand Dealer License, From: Camco, Inc., Steven A. Mack, COB, CEO, Bryan W. Waters, Pres, COO, Marco A. Herrera, VP, Secy, Steven Mack Revocable Trust, 100%, Steven A. Mack, Trustee, To: Cash America, Inc. of Nevada, dba SuperPawn: 4111 North Rancho Drive; 6824 West Cheyenne Avenue, Daniel Ray Feehan, Dir, CEO, Pres, Cash America International, Inc., 100%, Daniel R. Feehan, Dir, CEO, Pres - Ward 6 (Mack)
57. Discussion and possible action regarding a Six Month Review of a Beer/Wine/Cooler Off-sale License, Melva Boyd, dba Lucky Champ, 1420 West Bonanza Road, Melva D. Boyd, 100% - Ward 5 (Weekly)
58. Discussion and possible action regarding Temporary Approval of a new Wholesale General License, Vin Sauvage, LLC, dba Vin Sauvage, LLC, 4050 West Sunset Road, Suite D, Sauvage Gas Company, Mmbr, 100%, Ward A. Sauvage, Dir, Pres, David E. Miller, Dir, Secy, Treas, Alan Sauvage, Mgr - County

HUMAN RESOURCES - DISCUSSION

59. Discussion and possible action to create thirty-four (34) regular full time Corrections Officer positions and three (3) regular full time Corrections Sergeant positions to supervise inmates at the City Detention Center (\$1,783,419 - General Fund) - Ward 3 (Reese)

PLANNING & DEVELOPMENT - DISCUSSION

60. Discussion regarding possible changes to current Title 19.14.060 and 19.14.100 dimensional and other standards for On-Premise Free Standing Signs and Off-Premise Signs (billboards) and to direct staff accordingly - All Wards

RESOLUTIONS - DISCUSSION

61. R-158-2004 - Discussion and possible action on a Resolution to encourage volunteerism and public stewardship through the Take Pride in America Program - All Wards

BOARDS & COMMISSIONS - DISCUSSION

62. ANIMAL ADVISORY COMMITTEE – Staci Columbo, Term Expiration 11-15-2004
63. SENIOR CITIZEN LAW PROJECT ADVISORY BOARD – Kimberly Malloy, Term Expiration 11-1-2004
64. Appointment of Members to the Community Development Recommending Board

REAL ESTATE COMMITTEE - DISCUSSION

65. Discussion and possible action regarding a Disposition and Development Agreement (DDA) between CityMark Development LLC (CityMark) and Office District Parking I, Inc., (ODP) for the site located at 3rd Street and Bonneville Avenue, totaling approximately 2.38 acres (the Site), APNs 139-34-311-095 to -102 and -105 to -110 (Gain of \$5,196,200) - Ward 1 (Moncrief)

RECOMMENDING COMMITTEE REPORT - DISCUSSION

BILLS ELIGIBLE FOR ADOPTION AT THIS MEETING

66. 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
67. 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.)

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.

68. 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

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.

69. Bill No. 2004-69 - Establishes new solid waste and recycling regulations. Proposed by: Mark R. Vincent, Director of Finance and Business Services

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.

70. Bill No. 2004-70 - Annexation No. ANX-4957 - Property location: On the north side of Ann Road, east and west of Mustang Road (aka Mustang Street); Petitioned by: Matrix Development Corporation, et al.; Acreage: 10.69 acres; Zoned: R-E (County zoning), U (R) and U (RE) (City equivalents). Sponsored by: Councilman Michael Mack

1:00 P.M. - AFTERNOON SESSION

BUSINESS ITEMS - AFTERNOON

71. 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

72. ABEYANCE ITEM - Hearing to consider the appeal regarding the Zoning Violations/Nuisance Notice and Order to Comply regarding 6318 West Sahara Avenue. PROPERTY OWNERS: C S S SAHARA LP - Ward 1 (Moncrief)
73. Public hearing to consider the report of expenses to recover costs for abatement of dangerous buildings, a public nuisance and an imminent hazard located at 15 West Owens Avenue. PROPERTY OWNERS: WEST OWENS MANAGEMENT GROUP, LLC, CCSD PROPERTIES, INC., DAVID DIMARCO, SANDI DIMARCO, AND T & B DEL CORP. - Ward 5 (Weekly)

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 - DISCUSSION

74. DIR-5079 - ABEYANCE ITEM - APPLICANT/OWNER: SCOTCH EIGHTY HOMEOWNERS ASSOCIATION - Appeal of Director's decision per Title 19.00.070.F to deny the application of a Petition to Vacate public streets located within the Scotch Eighty Subdivision for failure to comply with Title 19.04.040, Ward 1 (Moncrief). Staff recommends DENIAL
75. RQR-5115 - PUBLIC HEARING - APPLICANT/OWNER: UNITED BROTHERS ENTERPRISES - Request for a Required Six Month Review of AN APPROVED REVIEW OF CONDITION (ROC-3797) OF AN APPROVED SPECIAL USE PERMIT (U-0088-01), WHICH ALLOWED THE INDIVIDUAL SALES OF ANY SIZE BEER, WINE COOLERS, AND SCREW CAP WINE at 2320 East Fremont Street (APN 139-35-805-001), C-2 (General Commercial) Zone, Ward 3 (Reese). Staff recommends APPROVAL
76. RQR-5238 - PUBLIC HEARING - APPLICANT/OWNER: COSTCO WHOLESALE - Required One Year Review of an approved Review of Condition (ROC-2882) of an approved Special Use Permit (U-0171-00) WHICH ALLOWED THE DELIVERY OF PACKAGED LIQUOR BETWEEN THE HOURS OF 6 AM AND 6 PM WHERE THE DELIVERY HOURS WERE RESTRICTED TO 6 AM TO NOON at 801 South Pavilion Center Drive (APN 137-35-714-001), P-C (Planned Community) Zone, Ward 2 (Wolfson). Staff recommends APPROVAL
77. ROC-5057 - ABEYANCE ITEM - 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
78. ROC-5250 - PUBLIC HEARING - APPLICANT: TIM C. AYALA - OWNER: FRANCISCO MENDOZA - Request for a Review of Condition Number 3 of an approved Rezoning (ZON-3474) TO ALLOW SITE DEVELOPMENT PLAN REVIEW APPLICATIONS TO BE SUBMITTED ON AN INDIVIDUAL BASIS, WHERE A COMPREHENSIVE SITE PLAN, INCLUDING ALL LOTS, WAS REQUIRED TO BE SUBMITTED FOR APPROVAL BY THE PLANNING AND DEVELOPMENT DEPARTMENT AND THE DEPARTMENT OF PUBLIC WORKS PRIOR TO THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY FOR ANY OF THE LOTS INVOLVED IN THE REZONING on 1.7 acres at 600 to 804 North Jones Boulevard (APN 138-25-310-001 through 009), R-1 (Single Family Residence) Zone under Resolution of Intent to P-R (Professional Office and Parking), Ward 2 (Wolfson). Staff recommends DENIAL. (NOTE: SUBSEQUENT TO THE MAILING OF PUBLIC HEARING NOTICES, THE AGENDA HEADING WAS REVISED)
79. SDR-4498 - ABEYANCE ITEM - 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
80. SDR-4992 - PUBLIC HEARING - APPLICANT/OWNER: D.R. HORTON - Request for a Site Development Plan Review FOR A PROPOSED 94 LOT SINGLE FAMILY RESIDENTIAL DEVELOPMENT on 15.17 acres adjacent to the southeast corner of Deer Springs Way and Campbell Road (APN 125-20-301-006, 007 and 015), U (Undeveloped) Zone [TC (Town Center) General Plan designation] under Resolution of Intent to T-C (Town Center) and T-C (Town Center) Zone, Ward 6 (Mack). The Planning Commission (4-0-2 vote) and staff recommend APPROVAL
81. WVR-4833 - PUBLIC HEARING - APPLICANT: RICHMOND AMERICAN HOMES - OWNER: RANDEER, LLC - Request for a Waiver to Title 18.12.160 TO ALLOW APPROXIMATELY 90 FEET BETWEEN STREET INTERSECTIONS WHERE 220 FEET IS THE MINIMUM DISTANCE SEPARATION REQUIRED adjacent to the northwest corner of Cimarron Road and Deer Springs Way (APN 125-21-202-004), T-C (Town Center) Zone, Ward 6 (Mack). Staff recommends DENIAL. The Planning Commission (5-0-1 vote) recommends APPROVAL

PLANNING & DEVELOPMENT - DISCUSSION

82. SDR-4832 - PUBLIC HEARING - APPLICANT: RICHMOND AMERICAN HOMES - OWNER: RANDEER, LLC - Request for an Site Development Plan Review FOR A 131 LOT SINGLE FAMILY DETACHED DEVELOPMENT on 11.3 acres adjacent to the northwest corner of Cimarron Road and Deer Springs Way (APN 125-21-202-004), TC (Town Center) Zone, Ward 6 (Mack). Staff recommends DENIAL. The Planning Commission (5-0-1 vote) recommends APPROVAL. (NOTE: Approval was for 70 units)

83. MOD-4632 - PUBLIC HEARING - APPLICANT: ROYAL CONSTRUCTION - OWNER: SHADOW HILLS PLAZA, LLC - Request for a Major Modification to the Lone Mountain Master Development Plan FROM: VC (VILLAGE COMMERCIAL) TO: MLA (MEDIUM-LOW ATTACHED RESIDENTIAL) on 3.7 acres adjacent to the southwest corner of Buckskin Avenue and Shady Timber Street (a portion of APN 137-12-401-022 and a portion of 137-12-801-001), U (Undeveloped) Zone [PCD (Planned Community Development) General Plan Designation] under Resolution of Intent to PD (Planned Development), Ward 4 (Brown). Staff recommends DENIAL. The Planning Commission (5-0-1 vote) recommends APPROVAL

84. WVR-4754 - PUBLIC HEARING - APPLICANT: ROYAL CONSTRUCTION - OWNER: SHADOW HILLS PLAZA, LLC - Request for Waivers of TITLE 18.12.160 TO ALLOW A 210-FOOT SEPARATION DISTANCE BETWEEN INTERSECTIONS WHERE A MINIMUM OF 220 FEET IS REQUIRED WHEN PROVIDING EXTERNAL ACCESS FROM A SUBDIVISION TO AN EXISTING STREET HAVING A RIGHT-OF-WAY WIDTH OF 60 FEET OR MORE AND OF 18.12.130 TO ALLOW A PRIVATE DRIVE GREATER THAN 150 FEET WITHOUT A CIRCULAR TURN-AROUND OR EMERGENCY SERVICE VEHICLE ACCESS GATE, IN CONJUNCTION WITH A PROPOSED 44-LOT SINGLE-FAMILY ATTACHED RESIDENTIAL DEVELOPMENT on 3.70 acres adjacent to the southwest corner of Shady Timber Street and Buckskin Avenue (a portion of APN 137-12-401-022 and a portion of 137-12-801-001), U (Undeveloped) Zone [PCD (Planned Community Development) General Plan Designation] under Resolution of Intent to PD (Planned Development) [Village Commercial Lone Mountain Special Land Use Designation - PROPOSED: MLA (Medium-Low Attached Residential)], Ward 4 (Brown). Staff recommends DENIAL. The Planning Commission (5-0-1 vote) recommends APPROVAL

85. SDR-4751 - PUBLIC HEARING - APPLICANT: ROYAL CONSTRUCTION - OWNER: SHADOW HILLS PLAZA, LLC - Request for a Site Development Plan Review FOR A PROPOSED 44-LOT SINGLE-FAMILY ATTACHED RESIDENTIAL DEVELOPMENT on 3.70 acres adjacent to the southwest corner of Shady Timber Street and Buckskin Avenue (a portion of APN 137-12-401-022 and a portion of 137-12-801-001), U (Undeveloped) Zone [PCD (Planned Community Development) General Plan Designation] under Resolution of Intent to PD (Planned Development) [Village Commercial Lone Mountain Special Land Use Designation - PROPOSED: MLA (Medium-Low Attached Residential)], Ward 4 (Brown). Staff recommends DENIAL. The Planning Commission (5-0-1 vote) recommends APPROVAL

86. 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

87. VAC-4747 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT/OWNER: M T C 118, INC. - Petition to Vacate the stubbed portion of Wittig Avenue east of Durango Drive, Ward 6 (Mack). The Planning Commission (3-2 vote) and staff recommend APPROVAL

88. VAC-4948 - PUBLIC HEARING - APPLICANT: KIMBALL HILL HOMES - OWNER: CLIFF'S EDGE, LLC - Request for a Petition of Vacation to vacate U. S. Government Patent Reservations generally located south of Elkhorn Road, between Puli Road and Shaumber Road, Ward 6 (Mack). The Planning Commission (5-0-1 vote) and staff recommend APPROVAL

89. VAC-4949 - PUBLIC HEARING - APPLICANT: KIMBALL HILL HOMES - OWNER: CLIFF'S EDGE, LLC - Request for a Petition of Vacation to vacate U. S. Government Patent Reservations generally located south of Elkhorn Road, between Shaumber Road and Hualapai Way, Ward 6 (Mack). The Planning Commission (5-0-1 vote) and staff recommend APPROVAL

90. VAC-4967 - PUBLIC HEARING - APPLICANT/OWNER: SAMER NAKHLE - Request for a Petition to vacate a portion of the south half of Holmby Avenue, east of Belcastro Street, south of Holmby Avenue, Ward 1 (Moncrief). The Planning Commission (6-0 vote) and staff recommend APPROVAL

PLANNING & DEVELOPMENT - DISCUSSION

91. VAR-4934 - PUBLIC HEARING - APPLICANT/OWNER: KENNINGTON DEVELOPMENT, LLC - Request for a Variance to ALLOW A LOT WIDTH OF 99 FEET WHERE 100 FEET IS THE MINIMUM WIDTH REQUIRED FOR A PROPOSED THREE LOT SINGLE FAMILY RESIDENTIAL DEVELOPMENT on 1.79 acres adjacent to the southeast corner of Jones Boulevard and Whispering Sands Drive (APN 125-13-201-001), R-E (Residence Estates) Zone, Ward 6 (Mack). The Planning Commission (5-0 vote) and staff recommend APPROVAL
92. SUP-4933 - PUBLIC HEARING - APPLICANT/OWNER: KENNINGTON DEVELOPMENT, LLC - Request for a Special Use Permit to ALLOW A PRIVATE STREET FOR A PROPOSED THREE LOT SINGLE FAMILY RESIDENTIAL DEVELOPMENT adjacent to the southeast corner of Jones Boulevard and Whispering Sands Drive (APN 125-13-201-001), R-E (Residence Estates) Zone, Ward 6 (Mack). The Planning Commission (5-0 vote) and staff recommend APPROVAL
93. VAR-4986 - PUBLIC HEARING - APPLICANT/OWNER: RODRIGO AND TERESITA HERRERA - Request for a Variance TO ALLOW 21 PARKING SPACES WHERE 32 ARE REQUIRED on 0.44 acres at 946 East Sahara Avenue (APN 162-03-801-114), C-1 (Limited Commercial) Zone, Ward 3 (Reese). Staff recommends DENIAL. The Planning Commission (5-1 vote) recommend APPROVAL
94. SDR-4990 - PUBLIC HEARING - APPLICANT/OWNER: RODRIGO AND TERESITA HERRERA - Request for a Site Development Plan Review FOR A RETAIL BUILDING AND WAIVERS OF SETBACK AND LANDSCAPING STANDARDS on 0.44 acres at 946 East Sahara Avenue (APN 162-03-801-114), C-1 (Limited Commercial) Zone, Ward 3 (Reese). Staff recommends DENIAL. The Planning Commission (5-1 vote) recommends APPROVAL
95. RQR-5234 - PUBLIC HEARING - APPLICANT: EXPRESS CASH AND LOANS - OWNER: NERCES HIMIDIAN LIVING TRUST - Required Six Month Review of an approved Special Use Permit (SUP-3747) WHICH ALLOWED A FINANCIAL INSTITUTION, SPECIFIED at 1426 East Charleston Boulevard, Suite 110 (APN 162-02-110-007), C-1 (Limited Commercial) Zone, Ward 3 (Reese). Staff recommends DENIAL
96. RQR-4669 - ABEYANCE ITEM - 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
97. RQR-4959 - PUBLIC HEARING - APPLICANT: LAMAR ADVERTISING - OWNER: FOSTER DAY CORPORATION - Appeal filed by the applicant from the Denial by the Planning Commission on a Required Two Year Review of an approved Special Use Permit (U-0036-95) WHICH ALLOWED A 40 FOOT HIGH, 14-FOOT X 48-FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGN at 2401 North Decatur Boulevard (APN 138-13-801-083), C-1 (Limited Commercial) Zone, Ward 5 (Weekly). The Planning Commission (6-0 vote) and staff recommend DENIAL
98. 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
99. SUP-4844 - ABEYANCE ITEM - 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

PLANNING & DEVELOPMENT - DISCUSSION

100. SUP-4918 - ABEYANCE ITEM - 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

101. SUP-4694 - PUBLIC HEARING - APPLICANT: ORION OUTDOOR MEDIA - OWNER: RICHARD AND BARBARA STIMAC AND KAY RODRIGUEZ - Request for a Special Use Permit FOR A PROPOSED 40-FOOT TALL, 14-FOOT BY 48-FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGN at 7075 West Craig Road (APN 138-03-701-003), C-1 (Limited Commercial) Zone Ward 6 (Mack). The Planning Commission (6-0 vote) and staff recommend APPROVAL

102. SUP-4814 - PUBLIC HEARING - APPLICANT: HANDY CASH LOAN CENTERS - OWNER: CHEYENNE LORENZI, LTD - Appeal filed by the applicant from the Denial by the Planning Commission on a request for a Special Use Permit FOR A FINANCIAL INSTITUTION, SPECIFIED WITH A SEPARATION OF ZERO FEET WHERE 200 IS REQUIRED FROM A RESIDENTIAL PROPERTY, A SEPARATION OF 800 FEET WHERE 1,000 FEET IS REQUIRED FROM A SIMILAR USE, AND A WAIVER OF THE 1,500 SQUARE FOOT INTERIOR SPACE REQUIREMENT adjacent to the southeast corner of Cheyenne Avenue and Rainbow Boulevard (APN 138-14-101-005), C-1 (Limited Commercial) Zone, Ward 6 (Mack). The Planning Commission (6-0 vote) and staff recommend DENIAL

103. SUP-4953 - PUBLIC HEARING - APPLICANT: KELLY'S KASINO - OWNER: SIXTH PLAZA, LLC - Request for a Special Use Permit FOR A TAVERN AND WAIVER FROM THE 1,500 FOOT DISTANCE SEPARATION REQUIREMENT FROM AN EXISTING TAVERN adjacent to the southeast corner of Craig Road and Jones Boulevard (APN 138-01-312-002), C-1 (Limited Commercial) Zone, Ward 6 (Mack). The Planning Commission (5-0 vote) and staff recommend APPROVAL

104. SUP-4975 - PUBLIC HEARING - APPLICANT: DOLLAR FINANCE - OWNERS: JIMMY SPIROPOLOUS TRUST AND NICK AND MARK KEZIOS FAMILY TRUST - Request for a Special Use Permit FOR A FINANCIAL INSTITUTION, SPECIFIED TO ALLOW A 19 FOOT MINIMUM DISTANCE SEPARATION FROM RESIDENTIAL PROPERTY WHERE 200 FEET IS REQUIRED, AND 634 FEET FROM A SIMILAR USE WHERE 1,000 FEET IS REQUIRED at 4225 West Sahara Avenue (APN 162-07-501-004), C-1 (Limited Commercial) Zone, Ward 1 (Moncrief). Staff recommends DENIAL. The Planning Commission (5-1 vote) recommends APPROVAL

105. SUP-4984 - PUBLIC HEARING - APPLICANT: OCHA CUISINE - OWNER: RICHARD L. CALCATERRA 1985 TRUST AND MELISSA F. CALCATERRA 1985 TRUST - Request for a Special Use Permit FOR A RESTAURANT SERVICE BAR at 2211 Las Vegas Boulevard South (APN 162-03-410-006), C-2 (General Commercial) Zone, Ward 3 (Reese). The Planning Commission (5-0-1 vote) and staff recommend APPROVAL

106. SUP-4994 - PUBLIC HEARING - APPLICANT: MILFORD MAYNARD - OWNER: HUGH N. CANADY - Request for a Special Use Permit FOR A FINANCIAL INSTITUTION, SPECIFIED AND A WAIVER TO ALLOW 1,025 SQUARE FEET OF FLOOR AREA WHERE 1,500 SQUARE FEET IS REQUIRED at 1591 North Decatur Boulevard (APN 138-25-503-005), C-1 (Limited Commercial) Zone, Ward 1 (Moncrief). The Planning Commission vote (3-3) ended in a tie, therefore it is going forward with NO RECOMMENDATION. Staff recommends DENIAL.

107. SUP-4996 - PUBLIC HEARING - APPLICANT: EN ENGINEERING - OWNER: MARY BARTSAS 13, LLC - Request for a Special Use Permit FOR A HOME IMPROVEMENT WAREHOUSE STORE adjacent to the northwest corner of Craig Road and Jones Boulevard (a portion of APN 138-02-601-004), R-E (Residence Estates) Zone under Resolution of Intent to C-1 (Limited Commercial), Ward 6 (Mack). The Planning Commission (6-0 vote) and staff recommend APPROVAL

108. SDR-4995 - PUBLIC HEARING - APPLICANT: EN ENGINEERING - OWNER: MARY BARTSAS 13, LLC - Request for a Site Development Plan Review FOR A 204,193 SQUARE FOOT COMMERCIAL DEVELOPMENT AND A WAIVER OF THE BUILD TO LINE STANDARDS on 16.5 acres adjacent to the northwest corner of Craig Road and Jones Boulevard (a portion of APN 138-02-601-004), R-E (Residence Estates) Zone under Resolution of Intent to C-1 (Limited Commercial), Ward 6 (Mack). The Planning Commission (6-0 vote) and staff recommend APPROVAL

PLANNING & DEVELOPMENT - DISCUSSION

109. ZON-4981 - PUBLIC HEARING - APPLICANT: KIMBALL HILL HOMES - OWNER: UNITED STATES OF AMERICA - Request for a Rezoning FROM: U (UNDEVELOPED) [ML (MEDIUM-LOW DENSITY RESIDENTIAL) GENERAL PLAN DESIGNATION] TO: R-PD6 (RESIDENTIAL PLANNED DEVELOPMENT - 6 UNITS PER ACRE) on 5.09 acres at the northwest corner of Tee Pee Lane and Farm Road (a portion of APN 125-18-601-015), Ward 6 (Mack). The Planning Commission (5-0-1 vote) and staff recommend APPROVAL
110. SDR-4982 - PUBLIC HEARING - APPLICANT: KIMBALL HILL HOMES - OWNER: UNITED STATES OF AMERICA - Request for a Site Development Plan Review FOR A 26 LOT SINGLE FAMILY DETACHED RESIDENTIAL DEVELOPMENT on 5.09 acres at the northwest corner of Tee Pee Lane and Farm Road (a portion of APN 125-18-601-015), U (Undeveloped) Zone [ML (Medium-Low Density Residential) General Plan Designation] [PROPOSED: R-PD6 (Residential Planned Development - 6 Units Per Acre)], Ward 6 (Mack). The Planning Commission (5-0-1 vote) and staff recommend APPROVAL
111. ZON-4987 - PUBLIC HEARING - APPLICANT/OWNER: LOENIDAS P. AND WANDA M. FLANGAS - Request for a Rezoning FROM: R-E (RESIDENCE ESTATES) TO: R-D (SINGLE FAMILY RESIDENTIAL-RESTRICTED) on 3.88 acres adjacent to southeast corner of Jones Boulevard and La Madre Way (APN 125-36-401-017), Ward 6 (Mack). The Planning Commission (4-1-1 vote) and staff recommend APPROVAL
112. SUP-4988 - PUBLIC HEARING - APPLICANT/OWNER: LOENIDAS P. AND WANDA M. FLANGAS - Request for a Special Use Permit FOR PRIVATE STREETS IN A PROPOSED 13 LOT SINGLE FAMILY DEVELOPMENT adjacent to the southeast corner of Jones Boulevard and La Madre Way (APN 125-36-401-017), R-E (Residence Estates) Zone [PROPOSED: R-D (Single Family Residential-Restricted)], Ward 6 (Mack). The Planning Commission (4-1-1 vote) and staff recommend APPROVAL
113. WVR-4989 - PUBLIC HEARING - APPLICANT/OWNER: LOENIDAS P. AND WANDA M. FLANGAS - Request for a Waiver of Title 18.12.160 TO ALLOW APPROXIMATELY 200 FEET BETWEEN STREET INTERSECTIONS WHERE 220 FEET IS MINIMUM DISTANCE REQUIRED FOR A PROPOSED 13 LOT SINGLE FAMILY DEVELOPMENT on 3.88 acres adjacent to the southeast corner of Jones Boulevard and La Madre Way (APN 125-36-401-017), R-E (Residence Estates) Zone [PROPOSED: R-D (Single Family Residential-Restricted)], Ward 6 (Mack). The Planning Commission (4-1-1 vote) and staff recommend APPROVAL

SET DATE

114. 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 20, 2004

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

RESOLUTIONS:

R-155-2004 - Approval of a Resolution fixing the time and place when complaints, protests, and objections to the Final Assessment Roll will be heard for Special Improvement District No. 1495 - Buffalo Drive (Cheyenne Avenue to Lone Mountain Road) (\$12,759.92 - Capital Projects Fund/Special Assessments) - Ward 4 (Brown)

Fiscal Impact:

☐ No Impact	Amount:	\$12,759.92
☒ Budget Funds Available	Dept./Division:	Public Works/SID
☐ Augmentation Required	Funding Source:	Capital Projects Fund/Special Assessments

PURPOSE/BACKGROUND:

This resolution defines the time and place for a public hearing on the Final Assessment Roll for the construction and installation of pavement, curb and gutter, sidewalk, and streetlights.

RECOMMENDATION:

It is recommended that the City Council adopt this Resolution.

BACKUP DOCUMENTATION:

Resolution No. R-155-2004

MOTION:

REESE - APPROVED Items 3-5 and 7-44 as recommended - UNANIMOUS

Item 6: APPROVED under separate action (see individual item)

MINUTES:

There was no related discussion.
(9:24 - 9:26)
1-661

RESOLUTION NO. R-155-2004

A RESOLUTION CONCERNING CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1495 – BUFFALO DRIVE (CHEYENNE AVENUE TO LONE MOUNTAIN ROAD); FIXING THE TIME AND PLACE WHEN COMPLAINTS, PROTESTS, AND OBJECTIONS TO THE FINAL ASSESSMENT ROLL FOR THE DISTRICT WILL BE HEARD; PROVIDING FOR THE MANNER OF GIVING NOTICE OF THE HEARING ON THE FINAL ASSESSMENT ROLL; PRESCRIBING OTHER DETAILS IN CONNECTION THEREWITH; RATIFYING ALL ACTION TAKEN CONSISTENT WITH THE PROVISIONS HEREOF; AND PROVIDING THE EFFECTIVE DATE HEREOF.

Summary: Public Hearing Notice

WHEREAS, the City Council of the City of Las Vegas in the County of Clark, State of Nevada, (hereinafter the "City Council" and the "City" respectively) pursuant to an ordinance heretofore adopted (hereinafter the "Creation Ordinance") created City of Las Vegas, Nevada, Special Improvement District No. 1495 – Buffalo Drive (Cheyenne Avenue to Lone Mountain Road) (hereinafter the "District") and ordered the acquisition of certain public improvements within the District (hereinafter the "Project"); and

WHEREAS, the City Council, by resolution heretofore adopted, has authorized the proper officers of the City to execute a construction contract on behalf of the City in accordance with NRS 271.335, for the Project, all as provided by law; and

WHEREAS, the City Council has heretofore determined that a portion of the cost and expense of the Project is to be paid by special assessments levied against the benefited lots, tracts and parcels of land in the District which the City Council has determined will receive special benefits (and corresponding market value increases) from the improvements in the Project; and

WHEREAS, NRS 271.360 provides that the City Council may determine the cost of the Project to be assessed after making the construction contract, or after determining the net cost to the City, but not necessarily after the completion of the Project; and

WHEREAS, in accordance with NRS 271.360, the City Council has determined and does hereby declare that the net cost to the City for the Project (including all necessary incidentals which either have been or will be incurred in connection with the District) is \$11,759,710.00, of which \$11,746,950.08 is available from other sources and \$12,759.92 is to be assessed upon the benefited lots, tracts and parcels of land in the District, which the City Council has determined will receive special benefits and corresponding market value increases from the Project; and

WHEREAS, the City Council by resolution heretofore adopted, directed the City Engineer (with the assistance of the Engineering Integration Division) to make out a final assessment roll; and

WHEREAS, the City Council, together with the City Engineer, made out a final assessment roll for the District which contains, among other things, the names and addresses of the last known owners of the property to be assessed, a description of each lot, tract, or parcel of land to be assessed; and the amount of the proposed assessment to be levied thereon. The City Engineer has reported the final assessment roll to the City Council and the City Engineer has prepared and filed the final assessment roll with the City Clerk; and

WHEREAS, the City Council has determined, and does hereby determine, that all of the assessable property in the City which is specially benefited by the improvements to be acquired in the District and only that property, which is so specially benefited, is included on the final assessment roll; and

WHEREAS, the City Council has also determined, and does hereby determine, that the notice for a hearing on the final assessment roll, which is provided for herein, is reasonably calculated to inform each interested person of the proceedings concerning the District, which may directly and adversely affect his or her legally protected rights and interests.

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

Section 1. 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, be, and the same hereby are, ratified, approved and confirmed.

Section 2. A portion of the total cost of the District, to the City, including all necessary incidentals, which either have been or will be incurred in connection with the District, shall be paid by the assessable property in the District as designated in the Creation Ordinance. The total cost of the District shall be apportioned and the amount to be assessed shall be as follows:

Total Cost	Estimated Amount of Special Assessments	Amount Available from Other Sources
\$ 11,759,710.00	\$ 12,759.92	\$ 11,746,950.08

Section 3. The final assessment roll for the District has been examined by the City Council, is tentatively approved, and is ordered filed in the office of the City Clerk.

Section 4. Wednesday, November 17, 2004 at 1:00 P.M., at the City of Las Vegas Council Chambers, 400 Stewart Avenue, Las Vegas, Nevada, be, and the same hereby is, fixed as the date, time and place when the City Council will hear and consider complaints, protests and objections to the final assessment roll, to the amount of each of the assessments, and to the regularity of the proceedings in making such assessments (whether made verbally or in writing) by the owners of the assessable property specially benefited by the Project in "City of Las Vegas, Nevada, Improvement District No. 1495 – Buffalo Drive (Cheyenne Avenue to Lone Mountain Road)" and proposed to be assessed, or by any party or person interested, and by all parties or persons aggrieved by such assessments.

Section 5. The City Clerk shall give notice by publication in the Las Vegas Review-Journal, a newspaper of general circulation in the City and a newspaper of general circulation in the District. Such notice to be published at least once a week, for three consecutive publications, by three weekly insertions, the first such publication in said newspaper to be at least 15 days prior to the date of the protest hearing. It shall not be necessary that the notice be published on the same day of the week, but not less than 14 days shall intervene between the first publication in such newspaper and the last publication in the same newspaper. Service by publication shall be verified by the affidavit of the publishers and filed with the City Clerk. In accordance with NRS 271.380 (2), the City Clerk or Deputy City Clerk shall also give notice by registered or certified mail by depositing a copy of such notice in the United States mail, postage prepaid, as first-class mail, at least 20 days prior to such hearing, to the last known owner or owners of each tract being assessed at his or their last known address or addresses. Proof of mailing shall be made by the affidavit of the City Clerk or Deputy City Clerk and such proof shall be filed with the City Clerk, provided however, that failure to mail any such notice or notices shall not invalidate any assessment or any other proceedings concerning the District. Proof of the publication and proof of the mailing shall be maintained in the permanent records of the office of the City Clerk until all special assessments and special assessment bonds issued (if such special assessment bonds are hereafter issued) appertaining thereto, have been paid in full, both principal and interest, or any claim is barred by an appropriate statute of limitations. The City Council of City of Las Vegas hereby determines that the manner of giving notice herein provided by publication and by registered or certified mail is reasonably calculated to inform the parties of the proceedings concerning the District and the levying of assessments, which may directly and

adversely affect their legally protected interests. Such notice shall be provided in NRS 271.380 and shall be substantially in the following form:

(Start of Form)

NOTICE OF THE FILING OF FINAL ASSESSMENT ROLL, OF THE OPPORTUNITY TO FILE WRITTEN COMPLAINTS, PROTESTS, OR OBJECTIONS, AND OF THE ASSESSMENT HEARING, ALL CONCERNING THAT CERTAIN AREA TO BE ASSESSED FOR IMPROVEMENTS WITHIN THE CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1495 – BUFFALO DRIVE (CHEYENNE AVENUE TO LONE MOUNTAIN ROAD).

NOTICE IS HEREBY GIVEN, that the Final Assessment Roll No. 2004-10 for City of Las Vegas, Nevada, Special Improvement District No. 1495 – Buffalo Drive (Cheyenne Avenue to Lone Mountain Road) (hereinafter the "District") in and for the City of Las Vegas in the County of Clark, State of Nevada, which has been made out by the City Council of City of Las Vegas, together with the City Engineer, has been filed on October 20, 2004, in the office of the City Clerk and since such date, the final assessment roll has been, and now is available for examination by any interested person during regular office hours, Monday through Friday 8:00 a.m. until 5:00 p.m. The boundaries of the District are described in the Special Improvement District No. 1495 Creation Ordinance heretofore adopted (hereinafter the "Creation Ordinance"). The boundaries of the District, which include the location of the Project and the lots, tracts and parcels of land to be assessed, shall be the exterior boundary of each parcel of property fronting a street to be improved by the improvements (as described below) or fronting a cul-de-sac which abuts or fronts a street to be improved by the improvements. The streets to be improved by the improvements are:

Buffalo Drive (BOTH SIDES) - from the centerline of Constantinople Avenue north along Buffalo Drive to the centerline of Lone Mountain Road (100-foot right-of-way).

The amounts to be assessed for the improvements in the District will be levied upon all tracts in the District, i.e., upon all abutting tracts in proportion to the special benefits derived (as shown by the estimated benefits and corresponding market value increases) provided, however, that an equitable adjustment will be made for assessments to be levied against wedge or "V" or other irregularly-shaped lots or tracts of lands, if any, and for any lot, tract or parcel not specially benefited by the improvements so that assessments according to benefits are to be equal and uniform.

The assessments will be levied on a front foot method for the installation of a pavement section, curb, gutter, sidewalk, and streetlights. Each property owner will be assessed for the cost of a pavement section, curb and gutter, sidewalks, and streetlights, where not already existing.

Such basis of assessments has been designated by the City Council in the Creation Ordinance heretofore adopted. The portion of the costs to be assessed against, and the maximum amount of benefits estimated to be conferred upon each lot, tract or parcel of land or property in the District is stated in the final assessment roll. The City Council has determined that each of these tracts will receive special benefits (and corresponding market value increases) from the improvements in the Project.

The City Council will meet to hear and consider all complaints, protests, and objections to said final assessment roll, to the amount of the assessments, and to the regularity of the proceedings in making such assessments, by the owners of the property specially benefited by, and proposed to be assessed for, the improvements in the District. Any person interested and any parties aggrieved by such assessments may be heard on Wednesday, November 17, 2004, at 1:00 p. m. at the City of Las Vegas Council Chambers, 400 Stewart Avenue, in Las Vegas, Nevada. Any complaint, protest, or objection to the regularity, validity, and correctness of the proceedings, of the final assessment roll, of each assessment contained therein, and of the amount thereof levied on each lot, tract or parcel of land, shall be deemed waived unless filed in writing with the City Clerk, on or before Friday, November 12, 2004, i.e., at least three days prior to the date set for the assessment hearing.

At the time and place so designated for the hearing, the City Council shall hear and determine all complaints, protests, and objections to the regularity of the proceedings in making such assessments, the correctness of such assessments, the amount levied on any particular lot, tract or parcel of land to be assessed, the amount of the benefits and corresponding market value increases, which have been so made in writing or verbally. The City Council shall further have the power to adjourn such hearing from time to time, and by resolution shall have power, in its discretion, to revise, correct, confirm, or set aside any assessment and to order that such assessment may be made de novo. The owners of the property to be assessed are advised that this is the final chance to present any evidence as to the amount of the assessments (or other matters to be considered at the hearing) to the City Council. If a person objects to the final assessment roll or to the proposed assessments:

- (1) He is entitled to be represented by counsel at the hearing;
 - (2) Any evidence he desires to present on these issues must be presented at the hearing;
- and

- (3) Evidence on these issues that is not presented at the hearing may not thereafter be presented in an action brought pursuant to NRS 271.395.

Assessments shall be due and payable at the office of the City Treasurer without interest and without demand within 30 days after the ordinance levying the assessments becomes effective. All or any part of such assessments may also, at the election of the owner, be paid thereafter in twenty (20) substantially equal semi-annual installments of principal. After the adoption of the assessment ordinance and before assessment bonds are issued (or if bonds are not issued) the City Council shall by resolution provide the maximum rate of interest on the unpaid and deferred installments of assessments. If assessment bonds are sold, such rate will not exceed by more than one percent (1%) the highest rate of interest on the assessment bonds for the District. The effective interest rate on the assessment bonds of the District will not exceed the statutory maximum rate, i.e., will not exceed by more than three percent (3%) the "Index of Twenty Bonds", which is most recently published before the time bids for such bonds are received, or at a time a negotiated offer for the sale of such bonds is accepted. Penalties (at a rate not exceeding two percent (2%) per month on the unpaid balance of the assessment and accrued interest, or at any higher rate authorized by statute) shall be due for delinquencies. The owner of any property not in default as to any assessment installment or payment may, at any time, pay the whole or any installment of the unpaid principal with interest accruing thereon to the next interest payment date and the payment of a penalty for such prepayment of up to three percent (3%) of the installment or installments of principal so prepaid. The City Council, in the ordinance levying the assessments, will establish a prepayment penalty or premium of up to three percent (3%) of the principal of deferred installments so prepaid.

Pursuant to NRS 271.357, the City has established a procedure to allow any person whose principal residence will be included in the District to apply for a hardship determination. A person whose application for a hardship determination has been approved by the City Council is entitled to have the principal amount of the assessment postponed, but is required to pay the interest on the unpaid balance of the assessment at the same rate and upon the same terms as established by the City Council for the assessments. A person desiring to apply for a hardship determination shall file an application no later than November 12, 2004, with the Clark County Department of Social Services (CCSS), 1600 Pinto Lane, Las Vegas, Nevada 89106. Please contact CCSS at (702) 455-8687 for a pre-qualification screening.

Pursuant to NRS 271.395, within 15 days immediately succeeding the effective date of the assessment ordinance to be adopted following the hearing, any person who has filed a complaint, protest, or objection in writing shall have the right to commence an action or suit in any court of competent jurisdiction to correct or set aside such determination. Thereafter, all actions or suits attacking the regularity, validity, and correctness of the proceedings, of the final assessment roll, of each assessment contained therein, and of the amount of the assessment levied on each tract, including, without limiting the generality of the foregoing, the defense of confiscation, shall be perpetually barred.

Dated this October 20, 2004.

BARBARA JO RONEMUS, City Clerk

(End of Form)

Section 6. The owner or owners of any lot, tract or parcel of land which is assessed in such final assessment roll, whether named or not in such roll, or any person interested, or any parties aggrieved, may, within three (3) days prior to the date set for the hearing, file with the office of the City Clerk his or her complaints, protests, or objections in writing to said assessment.

Section 7. Whenever any notice is mailed as herein provided, the fact that the person to whom it was addressed does not receive it shall not in any manner invalidate or affect the legality of the notice thereby given.

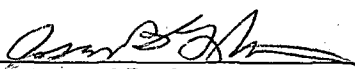
Section 8. The officers of the City be, and they hereby are, authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Resolution.

Section 9. All resolutions, or parts thereof, in conflict herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any resolution or part of any resolution heretofore repealed.

Section 10. If any section, paragraph, clause, or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall in no way affect any remaining provisions of this Resolution.

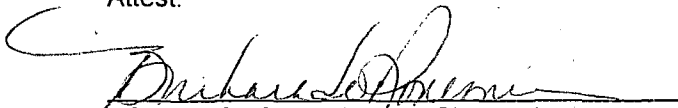
Section 11. The City Council has determined, and does hereby declare, that this Resolution shall be in effect immediately after its passage in accordance with law.

PASSED and APPROVED on October 20, 2004.



OSCAR B. GOODMAN, Mayor

Attest:



BARBARA JO RONEMUS, City Clerk

Approved as to form:

10-7-04 

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 20, 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 20, 2004 is attached to this certificate as Exhibit "A". A copy of the affidavit of publication of the Notice of Public Hearing is attached hereto as Exhibit "B", and a copy of the minutes of the public hearing held on November 17, 2004, is attached hereto as Exhibit "C".

IN WITNESS WHEREOF, I have hereunto set my hand on this November 17, 2004.

(SEAL)

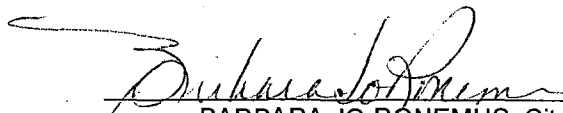

BARBARA JO RONEMUS, City Clerk

Exhibit "A"

(Attach Notice of Meeting and Agenda)

Exhibit "B"

(Attach Affidavit of Publication of Notice of Public Hearing)

Exhibit "C"

(Attach minutes of public hearing on November 17, 2004)

STATE OF NEVADA
CITY OF LAS VEGAS

)
) ss.
)

AFFIDAVIT OF MAILING
NOTICE OF HEARING

Barbara Jo Ronemus does hereby swear, upon oath according to law:

1. I am and at all times hereinafter mentioned was the duly qualified and sworn City Clerk of the City of Las Vegas, Nevada.

2. I mailed or caused to be mailed a notice entitled "NOTICE OF THE FILING OF FINAL ASSESSMENT ROLL, OF THE OPPORTUNITY TO FILE WRITTEN COMPLAINTS, PROTESTS, OR OBJECTIONS, AND OF THE ASSESSMENT HEARING, ALL CONCERNING THAT CERTAIN AREA TO BE ASSESSED FOR IMPROVEMENTS WITHIN THE CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1495 – BUFFALO DRIVE (CHEYENNE AVENUE TO LONE MOUNTAIN ROAD)" by deposit in the United States mail, postage prepaid, as first-class mail, at the post office in the City of Las Vegas, Nevada, on October ____, 2004, being at least twenty (20) days prior to the hearing, on November 17, 2004, to the last known address of each last known owner of land within the District whose property will be assessed for the cost of the improvements, such addresses and owners being those appearing on the records of the County Assessor of Clark County, Nevada, and from such other sources as I, the City of Las Vegas and Public Works Department, deemed to be reliable.

3. A list of said owners and their addresses is hereto attached, marked Exhibit A and made a part hereof, all addresses therein being situate within the City of Las Vegas, Nevada, unless otherwise indicated, such names and addresses being the same as those shown on the "Tabulation of Parcels" or "Final Assessment Roll".

4. There is attached hereto, marked Exhibit B and made a part hereof, a full, true and correct copy of the notice as mailed as herein described.

5. Copies of the affidavit of publication of said notice, verified by the affidavit of the publisher, and a copy of this affidavit are on file in the office of the City Clerk.

Further Affiant sayeth naught.

BARBARA JO RONEMUS, City Clerk

SUBSCRIBED and SWORN to before me in the City of Las Vegas, Nevada, this ____, 2004.

My commission expires _____.

(NOTARIAL STAMP)

Notary Public

EXHIBIT "A"

(Attach List of Property Owners with Their Addresses)

EXHIBIT "B"

(Attach Notice of Hearing as Mailed)



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 20, 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 MATTERS

- CALL TO ORDER
- ANNOUNCEMENT RE: COMPLIANCE WITH OPEN MEETING LAW
- INVOCATION - REVEREND BONNIE POLLEY, CHRIST EPISCOPAL CHURCH
- PLEDGE OF ALLEGIANCE
- RECOGNITION OF THE EMPLOYEE OF THE MONTH
- RECOGNITION OF THE 45TH ANNIVERSARY OF THE FOLIES BERGERE
- RECOGNITION OF OUTSTANDING COMMUNITY SERVICE IN WARD 6
- RECOGNITION OF TEACH FOR AMERICA WEEK

BUSINESS ITEMS - 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 Meeting of August 4, 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.

ADMINISTRATIVE - CONSENT

3. Approval and ratification of the contract between the City of Las Vegas and the Las Vegas Peace Officers Association (LVPOA) and the associated Trust Acceptance and Contract Data document for health insurance benefits (\$4.2 Million - General Fund) - All Wards

FINANCE & BUSINESS SERVICES - CONSENT

4. Approval of Service and Material Checks/Payroll Checks/Wire Transfers/Other Checks and Investments
5. Approval to transfer (reallocate) \$145,000 of Detention and Enforcement (D&E) Internal Affairs Division (IAD) Modular capital project funding and \$157,000 of D&E Unit 2 Yard Enclosure capital project funding to the D&E Culinary Upgrades capital project located at Stewart Avenue and Mojave Road in order to support the most recent Public Works estimate and allow for bidding of the contract - Ward 3 (Reese)
6. Approval of a Special Event License for Caribbean Fun Stop, Location: Caribbean Fun Stop, 1122 Fremont Street, Dates: October 22-24, 2004, Type: Special Event Beer/Wine/Cooler, Event: Birthday Party, Responsible Persons in Charge: Deanford Innis and Patsy Thomas - Ward 5 (Weekly)
7. Approval of Change of Ownership, Location and Business Name for a Tavern License subject to the provisions of the fire codes and Health Dept. regulations, From: Darnic, Inc., dba Tongue N Groove, 713 East Ogden Avenue (Non-operational), Teri G. Galardi, Dir, Pres, Secy, Treas, 100%, To: JCK Ventures, LLC, dba Heights, 465 South Decatur Boulevard, Lorri A. Campbell, Mgr, The JCK Family Trust, Mmbr, 95%, Lorri A. Campbell, Trustee, Candace L. Campbell, Mmbr, 5% - Ward 1 (Moncrief)
8. Approval of Change of Ownership, Location and Business Name for a Tavern License and a new Restricted Gaming License for 15 slots subject to the provisions of the fire and planning codes and Health Dept. regulations, From: Westronics, Inc., dba Honest John's "I'm Back!" Casino, Bar & Restaurant, 2430 Las Vegas Boulevard South (Non-operational), Claudia D. Wichinsky, Dir, Pres, Treas, 50%, Glenn E. Wichinsky, Dir, Secy, 50%, To: Nelson M. Maldonado, dba Bar Vertigo, 2025 East Charleston Boulevard, Nelson M. Maldonado, 100%, Mark M. Mintz, Lender - Ward 3 (Reese)
9. Approval of a new Restricted Gaming License for 5 slots subject to confirmation of approval by the Nevada Gaming Commission, Costello Marketing, LLC, dba Wash N' Save Laundromat, 235 North Eastern Avenue, Suite 124, Michael J. Costello, Mgr, Mmbr, 50%, Gail A. Costello, Mmbr, 50%, Margaret R. Symons, Key Employee - Ward 3 (Reese)
10. Approval of Change of Location for a Locksmith License, Charlie's Lock & Key, LLC, dba Charlie's Lock & Key, LLC, From: 232 North Jones Boulevard, 186, To: 29 North 28th Street, 5B, Susan M. Moses, Mgr, 51%, Charles M. Moses, Mgr, 49% - Ward 3 (Reese)
11. Approval of Change of Ownership and Business Name for a Class III-B Secondhand Dealer License, From: Progressive Pallets, Inc., dba Progressive Pallets, Inc., James E. Crow, Dir, Pres, 100%, To: Image Pallets, LLC, dba Progressive Pallets, 1080 South Commerce Street, Image Investments, Inc., Mgr, Mmbr, 80%, Robert E. Pippen, Dir, Pres, 100%, Progressive Pallets, Inc., Mgr, Mmbr, 20%, James E. Crow, Dir, Pres, 100% - Ward 1 (Moncrief)
12. Approval of award of Bid No. 05.1730.07-LED, Traffic Improvements Package #5 - Federal Project No. STP-0159(009) and approve the construction conflicts and contingency reserve set by Finance and Business Services - Department of Public Works - Award recommended to: WELLS CARGO, INC. (\$2,479,353.60 - Road and Flood Capital Project Fund) - Wards 2, 4 and 6 (Wolfson, Brown and Mack)

FINANCE & BUSINESS SERVICES - CONSENT

13. Approval of authorization to use Clark County Bid Number 5619-04 for Scott Eagle Imaging 160 Thermal Imaging Cameras - Department of Fire and Rescue – Awarded to: FIRST IN, INC. (\$98,978 – Multipurpose Special Revenue Fund)
14. Approval of issuance of purchase orders for the purchase of specialty printing paper stock for the City's Graphic Arts Division to satisfy the City's printing requirements - Department of Information Technologies, Graphic Arts - Award recommended to: VARIOUS SUPPLIERS (Estimated annual aggregate amount of \$90,000 - Graphic Arts Internal Service Fund)
15. Approval of award of Contract No. 050108, Historic Preservation Consulting Services for the Post Office at 301 Stewart Ave. - Public Works - Award recommended to: CHATTEL ARCHITECTURE, PLANNING & PRESERVATION, INC. (\$44,720 - Parks and Leisure Activities Capital Project Fund) - Ward 5 (Weekly)
16. Approval of award of Macromedia Software End User License Agreement (including indemnification provision) - Department of Information Technologies - Award recommended to: MARKETWARE TECHNOLOGIES (\$1,068 - Computer Services Internal Service Fund)
17. Approval of revision to purchase order 212965 for Rental of Multi-Functional Devices - Department of Information Technologies - Award to: IKON OFFICE SOLUTIONS (\$180,000 - Graphic Arts Internal Service Fund)
18. Approval of award of Bid No. 050104-TB, Annual Requirements Contract for Liquid Polymer - Department of Public Works - Award recommended to: CIBA SPECIALTY CHEMICALS CORPORATION (Estimated annual amount of \$1,000,000 - Sanitation Enterprise Fund)

FIRE & RESCUE - CONSENT

19. Approval authorizing the Department of Fire & Rescue to execute a Secondary User's Agreement with the Clark County Health District for the transfer of interoperable radio equipment for public safety communications - All Wards
20. Approval to accept a FY2004 Congressionally Mandated Grant Award in the amount of \$395,750 for public safety interoperable communications projects - All Wards
21. Approval of a Memorandum of Understanding between the City of Las Vegas and the Volunteer Center of Southern Nevada for the transfer of U.S. Department of Homeland Security grant funds in the amount of \$6,110 to support volunteer management services - All Wards

HUMAN RESOURCES - CONSENT

22. Approval to create one temporary full time Office Specialist I position to support the Centennial Celebration Committee in the City Manager's Office (\$50,100 - Centennial Funds) - All Wards

PUBLIC WORKS - CONSENT

23. Approval of a Grant Deed from F & F Horizons Associates, LLC, a Delaware limited liability company, for portions of the Southeast Quarter of Section 32, Township 20 South, Range 60 East, Mount Diablo Meridian, for dedication of additional rights-of-way for a right turn lane and bus turnout located at the northwest corner of Charleston Boulevard and Durango Drive, APN 138-32-801-001 – Ward 2 (Wolfson)
24. Approval of an Easements and Rights-of-Way Grant to the Las Vegas Valley Water District, a Quasi-Municipal Corporation for a portion of the Southeast Quarter of Section 25, Township 20 South, Range 61 East, Mount Diablo Meridian for a water easement (15 feet by 20 feet) on the south side of Washington Avenue, west of Pecos Road to serve the Freedom Park Pool, APN 139-25-701-002 - Ward 3 (Reese)

PUBLIC WORKS - CONSENT

25. Approval of Interlocal Agreement 109129 Amendment 1 with the Las Vegas Valley Water District (District) for the City of Las Vegas Special Improvement District 1487 as part of the Jones Boulevard - Beltway to Elkhorn project - Ward 6 (Mack)
26. Approval of a Non-refundable Contribution in Aid of Construction Agreement with Nevada Power Company to facilitate relocation of a Nevada Power Company switchgear near the corner of Durango Drive and Vegas Drive (\$36,426 - Regional Transportation Commission [RTC]) - Wards 2 and 4 (Wolfson and Brown)
27. Approval of a Rule 9 Line Extension Agreement with Nevada Power Company for the installation of utility for electric services to provide power for streetlights at the Elkhorn Overpass over US95 construction project (\$13,526 - Regional Transportation Commission [RTC]) - Ward 6 (Mack)
28. Approval of a Sewer Connection and Interlocal Contract with Clark County Water Reclamation District - Southwest Engineering on behalf of White Horse Estates, LLC, owners (northeast corner of Elkhorn Road and Torrey Pines Boulevard, APN 125-14-801-001) - County (near Ward 6 - Mack)
29. Approval of an Encroachment Request from D. R. Horton, Incorporated, owner (northeast corner of Fort Apache Road and Gilcrease Avenue) - Ward 6 (Mack)
30. Approval of an Encroachment Request from Slater Hanifan Group on behalf of Pardee Homes Nevada, Incorporated, owner (Tee Pee Lane between Deer Springs Way and Dorrell Lane) - Ward 6 (Mack)
31. Approval of a Sewer Connection and Interlocal Contract with Clark County Water Reclamation District - VTN Nevada on behalf of Quarterhorse Falls Estates, LLC, owners (northeast corner of Horse Drive and Mustang Street, APN 125-11-603-001 and 125-11-603-002) - County (near Ward 6 - Mack)
32. Approval of an Encroachment Request from Orion Engineering and Surveying, Incorporated, on behalf of Plaster Development Company, Incorporated, owner (Shadow Lane north of Alta Drive) - Ward 5 (Weekly)
33. Approval of a Sewer Connection and Interlocal Contract with Clark County Water Reclamation District - Southwest Engineering on behalf of White Horse Estates, LLC, owners (southwest corner of Torrey Pines Boulevard and Severance Lane, APN 125-14-403-001, 125-14-403-002, 125-14-403-003, and 125-14-403-004) - County (near Ward 6 - Mack)
34. Approval of Interlocal Agreement 110449 with the Las Vegas Valley Water District for water service at Freedom Park Pool and Bathhouse (\$86,126 - Recreation Capital Projects Fund) - Ward 3 (Reese)

RESOLUTIONS - CONSENT

35. R-152-2004 - Approval of a Resolution Determining the Cost and Directing the City Engineer to prepare the Final Assessment Roll for Special Improvement District No. 1480 - Buffalo Drive (Cheyenne Avenue to Lone Mountain Road) (\$308,608.02 - Capital Projects Fund/Special Assessments) - Ward 4 (Brown)
36. R-153-2004 - Approval of a Resolution fixing the time and place when complaints, protests, and objections to the Final Assessment Roll will be heard for Special Improvement District No. 1480 - Buffalo Drive (Cheyenne Avenue to Lone Mountain Road) (\$308,608.02 - Capital Projects Fund/Special Assessments) - Ward 4 (Brown)
37. R-154-2004 - Approval of a Resolution Determining the Cost and Directing the City Engineer to prepare the Final Assessment Roll for Special Improvement District No. 1495 - Buffalo Drive (Cheyenne Avenue to Lone Mountain Road) (\$12,759.92 - Capital Projects Fund/Special Assessments) - Ward 4 (Brown)
38. R-155-2004 - Approval of a Resolution fixing the time and place when complaints, protests, and objections to the Final Assessment Roll will be heard for Special Improvement District No. 1495 - Buffalo Drive (Cheyenne Avenue to Lone Mountain Road) (\$12,759.92 - Capital Projects Fund/Special Assessments) - Ward 4 (Brown)
39. R-156-2004 - Approval of a Resolution Establishing the Interest Rate for Special Improvement District No. 1499 - Alexander Road (US-95 to Rancho Drive) (\$78,002.48 - Capital Projects Fund/Special Assessments) - Ward 6 (Mack)

RESOLUTIONS - CONSENT

40. R-157-2004 - Approval of a resolution directing the City Treasurer to give notice of the sale of a property (Parcel Number 139-28-201-001) located on the northeast corner of Washington Avenue and Tonopah Drive for which the City holds a Certificate of Sale as the result of the foreclosure of an assessment lien, and providing other matters properly relating thereto - Ward 5 (Weekly)

REAL ESTATE COMMITTEE - CONSENT

41. Approval of entering into negotiations with Investment Equity Development (IED) for the sale of approximately 4.58 acres of City owned land located in the vicinity of Cheyenne Avenue and Durango Drive, APNs 138-08-801-006 and -007 for development of an office park - Ward 4 (Brown)
42. Approval of a Land Lease Agreement between the City of Las Vegas and Southwestco Wireless, LP, d/b/a Verizon Wireless, by Southwestco Wireless, Inc., for a wireless communications system located on approximately 200 square feet of property located at 7151 Oso Blanca Road, commonly known as Mountain Ridge Park (\$386,880 revenue for duration of contract) - Ward 6 (Mack)
43. Approval of a Lease Agreement between the City of Las Vegas and Nevada Hospitality Service, LLC, for a storage area at the Downtown Transportation Center (DTC) located at 300 North Casino Center Boulevard (\$1,200 first year revenue) - Ward 5 (Weekly)
44. Approval of a Lease Agreement between the City of Las Vegas and Nevada Hospitality Service, LLC, for a food cart at the Downtown Transportation Center (DTC) located at 300 North Casino Center Boulevard (\$7,500 first year revenue) - Ward 5 (Weekly)

DISCUSSION / ACTION ITEMS

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. ABEYANCE ITEM - Discussion and possible action on Appeal of Work Card Denial: Michael J. Amsbary, 2725 W. Wigwam Avenue, Apt. 1089, Las Vegas, Nevada 89123
47. Discussion and possible action on Appeal of Work Card Denial: Meredith Howard Polzel, 320 S. First Street, Las Vegas, Nevada 89101

FINANCE & BUSINESS SERVICES - DISCUSSION

48. ABEYANCE ITEM - 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
49. ABEYANCE ITEM - 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)

FINANCE & BUSINESS SERVICES - DISCUSSION

50. Discussion and possible action regarding Temporary Approval of a new Supper Club License subject to the provisions of the fire codes and Health Dept. regulations, Islands Summerlin/Anaheim Hills, LP, dba Islands Fine Burgers & Drinks, 10810 West Charleston Boulevard, Islands Summerlin, LLC, Gen Ptnr, 25%, Islands Anaheim Hills, LLC, Gen Ptnr, 25%, Islands Restaurants, Ltd Ptnr, Mgr, Class B Mmbr, 80%, Douglas E. Kollus, Class A Mmbr, 10%, Michael B. Smith, Class A Mmbr, 4%, Reiko L. Matsumoto, Class A Mmbr, 3.4%, Lewis M. Jackson, Class A Mmbr, 2%, Robert L. Richards, Jr., Class A Mmbr, .6% - Ward 2 (Wolfson)

51. Discussion and possible action regarding Change of Ownership and Business Name for a Tavern License and a new Restricted Gaming License for 10 slots subject to the provisions of the fire codes and Health Dept. regulations, From: B4 and After, a Limited Partnership, dba Bunkhouse, Thomas M. Burns, Gen Ptnr, 33 1/3%, Stewart L. Bell, Ltd Ptnr, 33 1/3%, James M. Bixler, Ltd Ptnr, 33 1/3%, To: Quality Commercial Maintenance, Inc., dba The Bunkhouse, 124 South 11th Street, Charles J. Fox, Dir, Pres, Secy, Treas, 100% - Ward 1 (Moncrief)

52. Discussion and possible action regarding Temporary Approval of Change of Ownership for a Pawnbroker/Pistol Permit and a Class II Secondhand Dealer License, From: Camco, Inc., Steven A. Mack, COB, CEO, Bryan W. Waters, Pres, COO, Marco A. Herrera, VP, Secy, Steven Mack Revocable Trust, 100%, Steven A. Mack, Trustee, To: Cash America, Inc. of Nevada, dba SuperPawn: 1150 South Rainbow Boulevard; 3270 South Valley View Boulevard; 126 South 1st Street, Daniel Ray Feehan, Dir, CEO, Pres, Cash America International, Inc., 100%, Daniel R. Feehan, Dir, CEO, Pres - Ward 1 (Moncrief)

53. Discussion and possible action regarding Temporary Approval of Change of Ownership for a Pawnbroker/Pistol Permit and a Class II Secondhand Dealer License, From: Camco, Inc., Steven A. Mack, COB, CEO, Bryan W. Waters, Pres, COO, Marco A. Herrera, VP, Secy, Steven Mack Revocable Trust, 100%, Steven A. Mack, Trustee, To: Cash America, Inc. of Nevada, dba SuperPawn, 7585 West Washington Avenue, Daniel Ray Feehan, Dir, CEO, Pres, Cash America International, Inc., 100%, Daniel R. Feehan, Dir, CEO, Pres - Ward 2 (Wolfson)

54. Discussion and possible action regarding Temporary Approval of Change of Ownership for a Pawnbroker/Pistol Permit and a Class II Secondhand Dealer License, From: Camco, Inc., Steven A. Mack, COB, CEO, Bryan W. Waters, Pres, COO, Marco A. Herrera, VP, Secy, Steven Mack Revocable Trust, 100%, Steven A. Mack, Trustee, To: Cash America, Inc. of Nevada, dba SuperPawn: 515 East St. Louis Avenue; 2300 East Charleston Boulevard, Daniel Ray Feehan, Dir, CEO, Pres, Cash America International, Inc., 100%, Daniel R. Feehan, Dir, CEO, Pres - Ward 3 (Reese)

55. Discussion and possible action regarding Temporary Approval of Change of Ownership for a Pawnbroker/Pistol Permit and a Class II Secondhand Dealer License, From: Camco, Inc., Steven A. Mack, COB, CEO, Bryan W. Waters, Pres, COO, Marco A. Herrera, VP, Secy, Steven Mack Revocable Trust, 100%, Steven A. Mack, Trustee, To: Cash America, Inc. of Nevada, dba SuperPawn, 5910 West Lake Mead Boulevard, Daniel Ray Feehan, Dir, CEO, Pres, Cash America International, Inc., 100%, Daniel R. Feehan, Dir, CEO, Pres - Ward 5 (Weekly)

56. Discussion and possible action regarding Temporary Approval of Change of Ownership for a Pawnbroker/Pistol Permit and a Class II Secondhand Dealer License, From: Camco, Inc., Steven A. Mack, COB, CEO, Bryan W. Waters, Pres, COO, Marco A. Herrera, VP, Secy, Steven Mack Revocable Trust, 100%, Steven A. Mack, Trustee, To: Cash America, Inc. of Nevada, dba SuperPawn: 4111 North Rancho Drive; 6824 West Cheyenne Avenue, Daniel Ray Feehan, Dir, CEO, Pres, Cash America International, Inc., 100%, Daniel R. Feehan, Dir, CEO, Pres - Ward 6 (Mack)

57. Discussion and possible action regarding a Six Month Review of a Beer/Wine/Cooler Off-sale License, Melva Boyd, dba Lucky Champ, 1420 West Bonanza Road, Melva D. Boyd, 100% - Ward 5 (Weekly)

58. Discussion and possible action regarding Temporary Approval of a new Wholesale General License, Vin Sauvage, LLC, dba Vin Sauvage, LLC, 4050 West Sunset Road, Suite D, Sauvage Gas Company, Mmbr, 100%, Ward A. Sauvage, Dir, Pres, David E. Miller, Dir, Secy, Treas, Alan Sauvage, Mgr - County

HUMAN RESOURCES - DISCUSSION

59. Discussion and possible action to create thirty-four (34) regular full time Corrections Officer positions and three (3) regular full time Corrections Sergeant positions to supervise inmates at the City Detention Center (\$1,783,419 - General Fund) - Ward 3 (Reese)

PLANNING & DEVELOPMENT - DISCUSSION

60. Discussion regarding possible changes to current Title 19.14.060 and 19.14.100 dimensional and other standards for On-Premise Free Standing Signs and Off-Premise Signs (billboards) and to direct staff accordingly - All Wards

RESOLUTIONS - DISCUSSION

61. R-158-2004 - Discussion and possible action on a Resolution to encourage volunteerism and public stewardship through the Take Pride in America Program - All Wards

BOARDS & COMMISSIONS - DISCUSSION

62. ANIMAL ADVISORY COMMITTEE – Staci Columbo, Term Expiration 11-15-2004
63. SENIOR CITIZEN LAW PROJECT ADVISORY BOARD – Kimberly Malloy, Term Expiration 11-1-2004
64. Appointment of Members to the Community Development Recommending Board

REAL ESTATE COMMITTEE - DISCUSSION

65. Discussion and possible action regarding a Disposition and Development Agreement (DDA) between CityMark Development LLC (CityMark) and Office District Parking I, Inc., (ODP) for the site located at 3rd Street and Bonneville Avenue, totaling approximately 2.38 acres (the Site), APNs 139-34-311-095 to -102 and -105 to -110 (Gain of \$5,196,200) - Ward 1 (Moncrief)

RECOMMENDING COMMITTEE REPORT - DISCUSSION

BILLS ELIGIBLE FOR ADOPTION AT THIS MEETING

66. 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
67. 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.)

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.

68. 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

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.

69. Bill No. 2004-69 - Establishes new solid waste and recycling regulations. Proposed by: Mark R. Vincent, Director of Finance and Business Services

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.

70. Bill No. 2004-70 - Annexation No. ANX-4957 - Property location: On the north side of Ann Road, east and west of Mustang Road (aka Mustang Street); Petitioned by: Matrix Development Corporation, et al.; Acreage: 10.69 acres; Zoned: R-E (County zoning), U (R) and U (RE) (City equivalents). Sponsored by: Councilman Michael Mack

1:00 P.M. - AFTERNOON SESSION

BUSINESS ITEMS - AFTERNOON

71. 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

72. ABEYANCE ITEM - Hearing to consider the appeal regarding the Zoning Violations/Nuisance Notice and Order to Comply regarding 6318 West Sahara Avenue. PROPERTY OWNERS: C S S SAHARA LP - Ward 1 (Moncrief)
73. Public hearing to consider the report of expenses to recover costs for abatement of dangerous buildings, a public nuisance and an imminent hazard located at 15 West Owens Avenue. PROPERTY OWNERS: WEST OWENS MANAGEMENT GROUP, LLC, CCSD PROPERTIES, INC., DAVID DIMARCO, SANDI DIMARCO, AND T & B DEL CORP. - Ward 5 (Weekly)

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 - DISCUSSION

74. DIR-5079 - ABEYANCE ITEM - APPLICANT/OWNER: SCOTCH EIGHTY HOMEOWNERS ASSOCIATION - Appeal of Director's decision per Title 19.00.070.F to deny the application of a Petition to Vacate public streets located within the Scotch Eighty Subdivision for failure to comply with Title 19.04.040, Ward 1 (Moncrief). Staff recommends DENIAL
75. RQR-5115 - PUBLIC HEARING - APPLICANT/OWNER: UNITED BROTHERS ENTERPRISES - Request for a Required Six Month Review of AN APPROVED REVIEW OF CONDITION (ROC-3797) OF AN APPROVED SPECIAL USE PERMIT (U-0088-01), WHICH ALLOWED THE INDIVIDUAL SALES OF ANY SIZE BEER, WINE COOLERS, AND SCREW CAP WINE at 2320 East Fremont Street (APN 139-35-805-001), C-2 (General Commercial) Zone, Ward 3 (Reese). Staff recommends APPROVAL
76. RQR-5238 - PUBLIC HEARING - APPLICANT/OWNER: COSTCO WHOLESALE - Required One Year Review of an approved Review of Condition (ROC-2882) of an approved Special Use Permit (U-0171-00) WHICH ALLOWED THE DELIVERY OF PACKAGED LIQUOR BETWEEN THE HOURS OF 6 AM AND 6 PM WHERE THE DELIVERY HOURS WERE RESTRICTED TO 6 AM TO NOON at 801 South Pavilion Center Drive (APN 137-35-714-001), P-C (Planned Community) Zone, Ward 2 (Wolfson). Staff recommends APPROVAL
77. ROC-5057 - ABEYANCE ITEM - 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
78. ROC-5250 - PUBLIC HEARING - APPLICANT: TIM C. AYALA - OWNER: FRANCISCO MENDOZA - Request for a Review of Condition Number 3 of an approved Rezoning (ZON-3474) TO ALLOW SITE DEVELOPMENT PLAN REVIEW APPLICATIONS TO BE SUBMITTED ON AN INDIVIDUAL BASIS, WHERE A COMPREHENSIVE SITE PLAN, INCLUDING ALL LOTS, WAS REQUIRED TO BE SUBMITTED FOR APPROVAL BY THE PLANNING AND DEVELOPMENT DEPARTMENT AND THE DEPARTMENT OF PUBLIC WORKS PRIOR TO THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY FOR ANY OF THE LOTS INVOLVED IN THE REZONING on 1.7 acres at 600 to 804 North Jones Boulevard (APN 138-25-310-001 through 009), R-1 (Single Family Residence) Zone under Resolution of Intent to P-R (Professional Office and Parking), Ward 2 (Wolfson). Staff recommends DENIAL. (NOTE: SUBSEQUENT TO THE MAILING OF PUBLIC HEARING NOTICES, THE AGENDA HEADING WAS REVISED)
79. SDR-4498 - ABEYANCE ITEM - 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
80. SDR-4992 - PUBLIC HEARING - APPLICANT/OWNER: D.R. HORTON - Request for a Site Development Plan Review FOR A PROPOSED 94 LOT SINGLE FAMILY RESIDENTIAL DEVELOPMENT on 15.17 acres adjacent to the southeast corner of Deer Springs Way and Campbell Road (APN 125-20-301-006, 007 and 015), U (Undeveloped) Zone [TC (Town Center) General Plan designation] under Resolution of Intent to T-C (Town Center) and T-C (Town Center) Zone, Ward 6 (Mack). The Planning Commission (4-0-2 vote) and staff recommend APPROVAL
81. WVR-4833 - PUBLIC HEARING - APPLICANT: RICHMOND AMERICAN HOMES - OWNER: RANDEER, LLC - Request for a Waiver to Title 18.12.160 TO ALLOW APPROXIMATELY 90 FEET BETWEEN STREET INTERSECTIONS WHERE 220 FEET IS THE MINIMUM DISTANCE SEPARATION REQUIRED adjacent to the northwest corner of Cimarron Road and Deer Springs Way (APN 125-21-202-004), T-C (Town Center) Zone, Ward 6 (Mack). Staff recommends DENIAL. The Planning Commission (5-0-1 vote) recommends APPROVAL

PLANNING & DEVELOPMENT - DISCUSSION

82. SDR-4832 - PUBLIC HEARING - APPLICANT: RICHMOND AMERICAN HOMES - OWNER: RANDEER, LLC - Request for an Site Development Plan Review FOR A 131 LOT SINGLE FAMILY DETACHED DEVELOPMENT on 11.3 acres adjacent to the northwest corner of Cimarron Road and Deer Springs Way (APN 125-21-202-004), TC (Town Center) Zone, Ward 6 (Mack). Staff recommends DENIAL. The Planning Commission (5-0-1 vote) recommends APPROVAL. (NOTE: Approval was for 70 units)

83. MOD-4632 - PUBLIC HEARING - APPLICANT: ROYAL CONSTRUCTION - OWNER: SHADOW HILLS PLAZA, LLC - Request for a Major Modification to the Lone Mountain Master Development Plan FROM: VC (VILLAGE COMMERCIAL) TO: MLA (MEDIUM-LOW ATTACHED RESIDENTIAL) on 3.7 acres adjacent to the southwest corner of Buckskin Avenue and Shady Timber Street (a portion of APN 137-12-401-022 and a portion of 137-12-801-001), U (Undeveloped) Zone [PCD (Planned Community Development) General Plan Designation] under Resolution of Intent to PD (Planned Development), Ward 4 (Brown). Staff recommends DENIAL. The Planning Commission (5-0-1 vote) recommends APPROVAL

84. WVR-4754 - PUBLIC HEARING - APPLICANT: ROYAL CONSTRUCTION - OWNER: SHADOW HILLS PLAZA, LLC - Request for Waivers of TITLE 18.12.160 TO ALLOW A 210-FOOT SEPARATION DISTANCE BETWEEN INTERSECTIONS WHERE A MINIMUM OF 220 FEET IS REQUIRED WHEN PROVIDING EXTERNAL ACCESS FROM A SUBDIVISION TO AN EXISTING STREET HAVING A RIGHT-OF-WAY WIDTH OF 60 FEET OR MORE AND OF 18.12.130 TO ALLOW A PRIVATE DRIVE GREATER THAN 150 FEET WITHOUT A CIRCULAR TURN-AROUND OR EMERGENCY SERVICE VEHICLE ACCESS GATE, IN CONJUNCTION WITH A PROPOSED 44-LOT SINGLE-FAMILY ATTACHED RESIDENTIAL DEVELOPMENT on 3.70 acres adjacent to the southwest corner of Shady Timber Street and Buckskin Avenue (a portion of APN 137-12-401-022 and a portion of 137-12-801-001), U (Undeveloped) Zone [PCD (Planned Community Development) General Plan Designation] under Resolution of Intent to PD (Planned Development) [Village Commercial Lone Mountain Special Land Use Designation - PROPOSED: MLA (Medium-Low Attached Residential)], Ward 4 (Brown). Staff recommends DENIAL. The Planning Commission (5-0-1 vote) recommends APPROVAL

85. SDR-4751 - PUBLIC HEARING - APPLICANT: ROYAL CONSTRUCTION - OWNER: SHADOW HILLS PLAZA, LLC - Request for a Site Development Plan Review FOR A PROPOSED 44-LOT SINGLE-FAMILY ATTACHED RESIDENTIAL DEVELOPMENT on 3.70 acres adjacent to the southwest corner of Shady Timber Street and Buckskin Avenue (a portion of APN 137-12-401-022 and a portion of 137-12-801-001), U (Undeveloped) Zone [PCD (Planned Community Development) General Plan Designation] under Resolution of Intent to PD (Planned Development) [Village Commercial Lone Mountain Special Land Use Designation - PROPOSED: MLA (Medium-Low Attached Residential)], Ward 4 (Brown). Staff recommends DENIAL. The Planning Commission (5-0-1 vote) recommends APPROVAL

86. 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

87. VAC-4747 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT/OWNER: M T C 118, INC. - Petition to Vacate the stubbed portion of Wittig Avenue east of Durango Drive, Ward 6 (Mack). The Planning Commission (3-2 vote) and staff recommend APPROVAL

88. VAC-4948 - PUBLIC HEARING - APPLICANT: KIMBALL HILL HOMES - OWNER: CLIFF'S EDGE, LLC - Request for a Petition of Vacation to vacate U. S. Government Patent Reservations generally located south of Elkhorn Road, between Puli Road and Shaumber Road, Ward 6 (Mack). The Planning Commission (5-0-1 vote) and staff recommend APPROVAL

89. VAC-4949 - PUBLIC HEARING - APPLICANT: KIMBALL HILL HOMES - OWNER: CLIFF'S EDGE, LLC - Request for a Petition of Vacation to vacate U. S. Government Patent Reservations generally located south of Elkhorn Road, between Shaumber Road and Hualapai Way, Ward 6 (Mack). The Planning Commission (5-0-1 vote) and staff recommend APPROVAL

90. VAC-4967 - PUBLIC HEARING - APPLICANT/OWNER: SAMER NAKHLE - Request for a Petition to vacate a portion of the south half of Holmby Avenue, east of Belcastro Street, south of Holmby Avenue, Ward 1 (Moncrief). The Planning Commission (6-0 vote) and staff recommend APPROVAL

PLANNING & DEVELOPMENT - DISCUSSION

91. VAR-4934 - PUBLIC HEARING - APPLICANT/OWNER: KENNINGTON DEVELOPMENT, LLC - Request for a Variance to ALLOW A LOT WIDTH OF 99 FEET WHERE 100 FEET IS THE MINIMUM WIDTH REQUIRED FOR A PROPOSED THREE LOT SINGLE FAMILY RESIDENTIAL DEVELOPMENT on 1.79 acres adjacent to the southeast corner of Jones Boulevard and Whispering Sands Drive (APN 125-13-201-001), R-E (Residence Estates) Zone, Ward 6 (Mack). The Planning Commission (5-0 vote) and staff recommend APPROVAL

92. SUP-4933 - PUBLIC HEARING - APPLICANT/OWNER: KENNINGTON DEVELOPMENT, LLC - Request for a Special Use Permit to ALLOW A PRIVATE STREET FOR A PROPOSED THREE LOT SINGLE FAMILY RESIDENTIAL DEVELOPMENT adjacent to the southeast corner of Jones Boulevard and Whispering Sands Drive (APN 125-13-201-001), R-E (Residence Estates) Zone, Ward 6 (Mack). The Planning Commission (5-0 vote) and staff recommend APPROVAL

93. VAR-4986 - PUBLIC HEARING - APPLICANT/OWNER: RODRIGO AND TERESITA HERRERA - Request for a Variance TO ALLOW 21 PARKING SPACES WHERE 32 ARE REQUIRED on 0.44 acres at 946 East Sahara Avenue (APN 162-03-801-114), C-1 (Limited Commercial) Zone, Ward 3 (Reese). Staff recommends DENIAL. The Planning Commission (5-1 vote) recommend APPROVAL

94. SDR-4990 - PUBLIC HEARING - APPLICANT/OWNER: RODRIGO AND TERESITA HERRERA - Request for a Site Development Plan Review FOR A RETAIL BUILDING AND WAIVERS OF SETBACK AND LANDSCAPING STANDARDS on 0.44 acres at 946 East Sahara Avenue (APN 162-03-801-114), C-1 (Limited Commercial) Zone, Ward 3 (Reese). Staff recommends DENIAL. The Planning Commission (5-1 vote) recommends APPROVAL

95. RQR-5234 - PUBLIC HEARING - APPLICANT: EXPRESS CASH AND LOANS - OWNER: NERCES HIMIDIAN LIVING TRUST - Required Six Month Review of an approved Special Use Permit (SUP-3747) WHICH ALLOWED A FINANCIAL INSTITUTION, SPECIFIED at 1426 East Charleston Boulevard, Suite 110 (APN 162-02-110-007), C-1 (Limited Commercial) Zone, Ward 3 (Reese). Staff recommends DENIAL

96. RQR-4669 - ABEYANCE ITEM - 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

97. RQR-4959 - PUBLIC HEARING - APPLICANT: LAMAR ADVERTISING - OWNER: FOSTER DAY CORPORATION - Appeal filed by the applicant from the Denial by the Planning Commission on a Required Two Year Review of an approved Special Use Permit (U-0036-95) WHICH ALLOWED A 40 FOOT HIGH, 14-FOOT X 48-FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGN at 2401 North Decatur Boulevard (APN 138-13-801-083), C-1 (Limited Commercial) Zone, Ward 5 (Weekly). The Planning Commission (6-0 vote) and staff recommend DENIAL

98. SUP-4594 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: MOUNTAIN VIEW ESTATES - OWNER: SAIITTA 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

99. SUP-4844 - ABEYANCE ITEM - 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

PLANNING & DEVELOPMENT - DISCUSSION

100. SUP-4918 - ABEYANCE ITEM - 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
101. SUP-4694 - PUBLIC HEARING - APPLICANT: ORION OUTDOOR MEDIA - OWNER: RICHARD AND BARBARA STIMAC AND KAY RODRIGUEZ - Request for a Special Use Permit FOR A PROPOSED 40-FOOT TALL, 14-FOOT BY 48-FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGN at 7075 West Craig Road (APN 138-03-701-003), C-1 (Limited Commercial) Zone Ward 6 (Mack). The Planning Commission (6-0 vote) and staff recommend APPROVAL
102. SUP-4814 - PUBLIC HEARING - APPLICANT: HANDY CASH LOAN CENTERS - OWNER: CHEYENNE LORENZI, LTD - Appeal filed by the applicant from the Denial by the Planning Commission on a request for a Special Use Permit FOR A FINANCIAL INSTITUTION, SPECIFIED WITH A SEPARATION OF ZERO FEET WHERE 200 IS REQUIRED FROM A RESIDENTIAL PROPERTY, A SEPARATION OF 800 FEET WHERE 1,000 FEET IS REQUIRED FROM A SIMILAR USE, AND A WAIVER OF THE 1,500 SQUARE FOOT INTERIOR SPACE REQUIREMENT adjacent to the southeast corner of Cheyenne Avenue and Rainbow Boulevard (APN 138-14-101-005), C-1 (Limited Commercial) Zone, Ward 6 (Mack). The Planning Commission (6-0 vote) and staff recommend DENIAL
103. SUP-4953 - PUBLIC HEARING - APPLICANT: KELLY'S KASINO - OWNER: SIXTH PLAZA, LLC - Request for a Special Use Permit FOR A TAVERN AND WAIVER FROM THE 1,500 FOOT DISTANCE SEPARATION REQUIREMENT FROM AN EXISTING TAVERN adjacent to the southeast corner of Craig Road and Jones Boulevard (APN 138-01-312-002), C-1 (Limited Commercial) Zone, Ward 6 (Mack). The Planning Commission (5-0 vote) and staff recommend APPROVAL
104. SUP-4975 - PUBLIC HEARING - APPLICANT: DOLLAR FINANCE - OWNERS: JIMMY SPIROPOLOUS TRUST AND NICK AND MARK KEZIOS FAMILY TRUST - Request for a Special Use Permit FOR A FINANCIAL INSTITUTION, SPECIFIED TO ALLOW A 19 FOOT MINIMUM DISTANCE SEPARATION FROM RESIDENTIAL PROPERTY WHERE 200 FEET IS REQUIRED, AND 634 FEET FROM A SIMILAR USE WHERE 1,000 FEET IS REQUIRED at 4225 West Sahara Avenue (APN 162-07-501-004), C-1 (Limited Commercial) Zone, Ward 1 (Moncrief). Staff recommends DENIAL. The Planning Commission (5-1 vote) recommends APPROVAL
105. SUP-4984 - PUBLIC HEARING - APPLICANT: OCHA CUISINE - OWNER: RICHARD L. CALCATERRA 1985 TRUST AND MELISSA F. CALCATERRA 1985 TRUST - Request for a Special Use Permit FOR A RESTAURANT SERVICE BAR at 2211 Las Vegas Boulevard South (APN 162-03-410-006), C-2 (General Commercial) Zone, Ward 3 (Reese). The Planning Commission (5-0-1 vote) and staff recommend APPROVAL
106. SUP-4994 - PUBLIC HEARING - APPLICANT: MILFORD MAYNARD - OWNER: HUGH N. CANADY - Request for a Special Use Permit FOR A FINANCIAL INSTITUTION, SPECIFIED AND A WAIVER TO ALLOW 1,025 SQUARE FEET OF FLOOR AREA WHERE 1,500 SQUARE FEET IS REQUIRED at 1591 North Decatur Boulevard (APN 138-25-503-005), C-1 (Limited Commercial) Zone, Ward 1 (Moncrief). The Planning Commission vote (3-3) ended in a tie, therefore it is going forward with NO RECOMMENDATION. Staff recommends DENIAL.
107. SUP-4996 - PUBLIC HEARING - APPLICANT: EN ENGINEERING - OWNER: MARY BARTSAS 13, LLC - Request for a Special Use Permit FOR A HOME IMPROVEMENT WAREHOUSE STORE adjacent to the northwest corner of Craig Road and Jones Boulevard (a portion of APN 138-02-601-004), R-E (Residence Estates) Zone under Resolution of Intent to C-1 (Limited Commercial), Ward 6 (Mack). The Planning Commission (6-0 vote) and staff recommend APPROVAL
108. SDR-4995 - PUBLIC HEARING - APPLICANT: EN ENGINEERING - OWNER: MARY BARTSAS 13, LLC - Request for a Site Development Plan Review FOR A 204,193 SQUARE FOOT COMMERCIAL DEVELOPMENT AND A WAIVER OF THE BUILD TO LINE STANDARDS on 16.5 acres adjacent to the northwest corner of Craig Road and Jones Boulevard (a portion of APN 138-02-601-004), R-E (Residence Estates) Zone under Resolution of Intent to C-1 (Limited Commercial), Ward 6 (Mack). The Planning Commission (6-0 vote) and staff recommend APPROVAL

PLANNING & DEVELOPMENT - DISCUSSION

109. ZON-4981 - PUBLIC HEARING - APPLICANT: KIMBALL HILL HOMES - OWNER: UNITED STATES OF AMERICA - Request for a Rezoning FROM: U (UNDEVELOPED) [ML (MEDIUM-LOW DENSITY RESIDENTIAL) GENERAL PLAN DESIGNATION] TO: R-PD6 (RESIDENTIAL PLANNED DEVELOPMENT - 6 UNITS PER ACRE) on 5.09 acres at the northwest corner of Tee Pee Lane and Farm Road (a portion of APN 125-18-601-015), Ward 6 (Mack). The Planning Commission (5-0-1 vote) and staff recommend APPROVAL
110. SDR-4982 - PUBLIC HEARING - APPLICANT: KIMBALL HILL HOMES - OWNER: UNITED STATES OF AMERICA - Request for a Site Development Plan Review FOR A 26 LOT SINGLE FAMILY DETACHED RESIDENTIAL DEVELOPMENT on 5.09 acres at the northwest corner of Tee Pee Lane and Farm Road (a portion of APN 125-18-601-015), U (Undeveloped) Zone [ML (Medium-Low Density Residential) General Plan Designation] [PROPOSED: R-PD6 (Residential Planned Development - 6 Units Per Acre)], Ward 6 (Mack). The Planning Commission (5-0-1 vote) and staff recommend APPROVAL
111. ZON-4987 - PUBLIC HEARING - APPLICANT/OWNER: LOENIDAS P. AND WANDA M. FLANGAS - Request for a Rezoning FROM: R-E (RESIDENCE ESTATES) TO: R-D (SINGLE FAMILY RESIDENTIAL-RESTRICTED) on 3.88 acres adjacent to southeast corner of Jones Boulevard and La Madre Way (APN 125-36-401-017), Ward 6 (Mack). The Planning Commission (4-1-1 vote) and staff recommend APPROVAL
112. SUP-4988 - PUBLIC HEARING - APPLICANT/OWNER: LOENIDAS P. AND WANDA M. FLANGAS - Request for a Special Use Permit FOR PRIVATE STREETS IN A PROPOSED 13 LOT SINGLE FAMILY DEVELOPMENT adjacent to the southeast corner of Jones Boulevard and La Madre Way (APN 125-36-401-017), R-E (Residence Estates) Zone [PROPOSED: R-D (Single Family Residential-Restricted)], Ward 6 (Mack). The Planning Commission (4-1-1 vote) and staff recommend APPROVAL
113. WVR-4989 - PUBLIC HEARING - APPLICANT/OWNER: LOENIDAS P. AND WANDA M. FLANGAS - Request for a Waiver of Title 18.12.160 TO ALLOW APPROXIMATELY 200 FEET BETWEEN STREET INTERSECTIONS WHERE 220 FEET IS MINIMUM DISTANCE REQUIRED FOR A PROPOSED 13 LOT SINGLE FAMILY DEVELOPMENT on 3.88 acres adjacent to the southeast corner of Jones Boulevard and La Madre Way (APN 125-36-401-017), R-E (Residence Estates) Zone [PROPOSED: R-D (Single Family Residential-Restricted)], Ward 6 (Mack). The Planning Commission (4-1-1 vote) and staff recommend APPROVAL

SET DATE

114. 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 20, 2004

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

RESOLUTIONS:

R-156-2004 - Approval of a Resolution Establishing the Interest Rate for Special Improvement District No. 1499 - Alexander Road (US-95 to Rancho Drive) (\$78,002.48 - Capital Projects Fund/Special Assessments) - Ward 6 (Mack)

Fiscal Impact:

☐	No Impact	Amount:	\$78,002.48
☒	Budget Funds Available	Dept./Division:	Public Works/SID
☐	Augmentation Required	Funding Source:	Capital Projects Fund/Special Assessments

PURPOSE/BACKGROUND:

This project consists of the construction and installation of pavement, curb and gutter, sidewalk, water laterals, and streetlights. The interest rate for the district established by this resolution is 5.66 percent. The assessments will be paid over a 10-year period.

RECOMMENDATION:

It is recommended that the City Council adopt this Resolution.

BACKUP DOCUMENTATION:

Resolution No. R-156-2004

MOTION:

REESE - APPROVED Items 3-5 and 7-44 as recommended - UNANIMOUS

Item 6: APPROVED under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:24 - 9:26)

1-661

RESOLUTION NO. R-156-2004

A RESOLUTION CONCERNING CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1499 – ALEXANDER ROAD (US-95 TO RANCHO DRIVE); ESTABLISHING THE RATE OF INTEREST PAYABLE ON DEFERRED INSTALLMENTS OF ASSESSMENTS IN THE SPECIAL IMPROVEMENT DISTRICT; RATIFYING, APPROVING AND CONFIRMING ALL ACTION PREVIOUSLY TAKEN BY THE CITY CONCERNING THE DISTRICT; AND PROVIDING THE EFFECTIVE DATE HEREOF.

Summary: Assessment Installment Rate Resolution

WHEREAS, the City Council of the City of Las Vegas (hereinafter the "City Council" and "City" respectively) of the State of Nevada, pursuant to an ordinance heretofore passed and adopted, created the City of Las Vegas, Nevada, Special Improvement District No. 1499 – Alexander Road (US-95 to Rancho Drive), (hereinafter the "District"), and ordered the acquisition of improvements for the District, and determined to defray a portion of the entire cost and expense of such improvements by special assessments, according to benefits, against the benefited lots, tracts and parcels of land in the District; and

WHEREAS, the City Council has, by ordinances heretofore passed and adopted levied assessments (hereinafter the "Assessment Ordinance"), in the total amount of \$ 78,002.48 against the property benefited by the improvements in the District, and at the close of the applicable cash payment period, there remained unpaid valid assessments in the aggregate principal amount of \$78,002.48; and

WHEREAS, the Assessment Ordinance for the District provided that said unpaid valid assessments shall be payable in twenty (20) substantially equal semiannual installments of principal and interest, with interest in all cases on the unpaid and deferred installments from the effective date of the Assessment Ordinance, at a rate or rates which shall not exceed, by more than three percent (3%), the "Index of Twenty Bonds" that was most recently published before the date on which the Assessment Ordinance was adopted; and

WHEREAS, the interest rate that was indicated by the Index of Twenty Bonds that was so published on the 26th day of August 2004, being the date on which said Index was most recently published before the date on which the Assessment Ordinance was adopted, was four and sixty-six hundredths percent (4.66%) per annum.

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

Section 1. This Resolution shall be known as, and may be cited by, the short title "Special Improvement District No. 1499 Assessment Installment Rate Resolution" (hereinafter the "Resolution").

Section 2. All action, proceedings, matters and things heretofore taken, had and done by the City and the officers of the City (not inconsistent with the provisions of this Resolution) concerning the District including, but not limited to, the construction and other acquisition of the improvements, the performing of all prerequisites to the levying of special assessments, the fixing of the assessment lien against the property within the District, be, and the same is ratified, approved and confirmed.

Section 3. The City Council has determined and does hereby determine that the interest rate on the unpaid and deferred installments of assessments for "City of Las Vegas, Nevada, Special Improvement District No. 1499 – Alexander Road (US-95 to Rancho Drive)" shall be five and sixty-six hundredths percent (5.66%) per annum.

Section 4. The City Clerk is hereby directed to deliver to the City Treasurer of the City (hereinafter the "City Treasurer") a notice that such unpaid and deferred installments of assessments for the District shall bear interest at such rate, including in such a notice a request that the City Treasurer include in the mailed or published notice pursuant to NRS 271.415 (5), a notice of such interest rate payable on said installments. The City Treasurer is hereby authorized, empowered and directed, and it shall be his or her duty, to receive and collect all assessments levied to pay the cost of the improvements, the installments hereof, the interest thereon and the penalties accrued, at the time and in the manner specified in each assessment ordinance, and to cause such accrued, at the time and in the manner specified in each assessment ordinance, and to cause such monies to be placed into funds of the City as the City Council may direct periodically.

Section 5. 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.

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

Section 7. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall in no way effect any remaining provision of this Resolution.

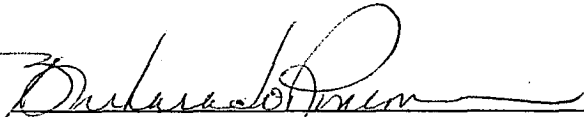
Section 8. The City Council has determined, and does hereby declare, that this Resolution shall be in effect immediately after its passage in accordance with law.

PASSED, ADOPTED AND APPROVED the 20th day of October, 2004.



OSCAR B. GOODMAN, Mayor

Attest:



BARBARA JO RONEMUS, City clerk

Approved as to Form:

10-7-04 

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 20, 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 (3) 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 20, 2004 is attached to this certificate as Exhibit "A".

IN WITNESS WHEREOF, I have hereunto set my hand on this October 20, 2004.

(SEAL)

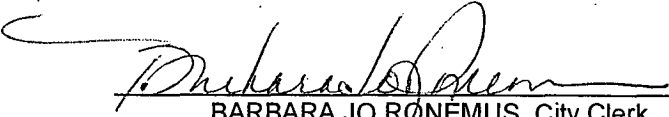

BARBARA JO RONEMUS, City Clerk

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 20, 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 MATTERS

- CALL TO ORDER
- ANNOUNCEMENT RE: COMPLIANCE WITH OPEN MEETING LAW
- INVOCATION - REVEREND BONNIE POLLEY, CHRIST EPISCOPAL CHURCH
- PLEDGE OF ALLEGIANCE
- RECOGNITION OF THE EMPLOYEE OF THE MONTH
- RECOGNITION OF THE 45TH ANNIVERSARY OF THE FOLIES BERGERE
- RECOGNITION OF OUTSTANDING COMMUNITY SERVICE IN WARD 6
- RECOGNITION OF TEACH FOR AMERICA WEEK

BUSINESS ITEMS - 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 Meeting of August 4, 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.

ADMINISTRATIVE - CONSENT

3. Approval and ratification of the contract between the City of Las Vegas and the Las Vegas Peace Officers Association (LVPOA) and the associated Trust Acceptance and Contract Data document for health insurance benefits (\$4.2 Million - General Fund) - All Wards

FINANCE & BUSINESS SERVICES - CONSENT

4. Approval of Service and Material Checks/Payroll Checks/Wire Transfers/Other Checks and Investments
5. Approval to transfer (reallocate) \$145,000 of Detention and Enforcement (D&E) Internal Affairs Division (IAD) Modular capital project funding and \$157,000 of D&E Unit 2 Yard Enclosure capital project funding to the D&E Culinary Upgrades capital project located at Stewart Avenue and Mojave Road in order to support the most recent Public Work's estimate and allow for bidding of the contract - Ward 3 (Reese)
6. Approval of a Special Event License for Caribbean Fun Stop, Location: Caribbean Fun Stop, 1122 Fremont Street, Dates: October 22-24, 2004, Type: Special Event Beer/Wine/Cooler, Event: Birthday Party, Responsible Persons in Charge: Deanford Innis and Patsy Thomas - Ward 5 (Weekly)
7. Approval of Change of Ownership, Location and Business Name for a Tavern License subject to the provisions of the fire codes and Health Dept. regulations, From: Darnic, Inc., dba Tongue N Groove, 713 East Ogden Avenue (Non-operational), Teri G. Galardi, Dir, Pres, Secy, Treas, 100%, To: JCK Ventures, LLC, dba Heights, 465 South Decatur Boulevard, Lorri A. Campbell, Mgr, The JCK Family Trust, Mmbr, 95%, Lorri A. Campbell, Trustee, Candace L. Campbell, Mmbr, 5% - Ward 1 (Moncrief)
8. Approval of Change of Ownership, Location and Business Name for a Tavern License and a new Restricted Gaming License for 15 slots subject to the provisions of the fire and planning codes and Health Dept. regulations, From: Westronics, Inc., dba Honest John's "I'm Back!" Casino, Bar & Restaurant, 2430 Las Vegas Boulevard South (Non-operational), Claudia D. Wichinsky, Dir, Pres, Treas, 50%, Glenn E. Wichinsky, Dir, Secy, 50%, To: Nelson M. Maldonado, dba Bar Vertigo, 2025 East Charleston Boulevard, Nelson M. Maldonado, 100%, Mark M. Mintz, Lender - Ward 3 (Reese)
9. Approval of a new Restricted Gaming License for 5 slots subject to confirmation of approval by the Nevada Gaming Commission, Costello Marketing, LLC, dba Wash N' Save Laundromat, 235 North Eastern Avenue, Suite 124, Michael J. Costello, Mgr, Mmbr, 50%, Gail A. Costello, Mmbr, 50%, Margaret R. Symons, Key Employee - Ward 3 (Reese)
10. Approval of Change of Location for a Locksmith License, Charlie's Lock & Key, LLC, dba Charlie's Lock & Key, LLC, From: 232 North Jones Boulevard, 186, To: 29 North 28th Street, 5B, Susan M. Moses, Mgr, 51%, Charles M. Moses, Mgr, 49% - Ward 3 (Reese)
11. Approval of Change of Ownership and Business Name for a Class III-B Secondhand Dealer License, From: Progressive Pallets, Inc., dba Progressive Pallets, Inc., James E. Crow, Dir, Pres, 100%, To: Image Pallets, LLC, dba Progressive Pallets, 1080 South Commerce Street, Image Investments, Inc., Mgr, Mmbr, 80%, Robert E. Pippen, Dir, Pres, 100%, Progressive Pallets, Inc., Mgr, Mmbr, 20%, James E. Crow, Dir, Pres, 100% - Ward 1 (Moncrief)
12. Approval of award of Bid No. 05.1730.07-LED, Traffic Improvements Package #5 - Federal Project No. STP-0159(009) and approve the construction conflicts and contingency reserve set by Finance and Business Services - Department of Public Works - Award recommended to: WELLS CARGO, INC. (\$2,479,353.60 - Road and Flood Capital Project Fund) - Wards 2, 4 and 6 (Wolfson, Brown and Mack)

FINANCE & BUSINESS SERVICES - CONSENT

13. Approval of authorization to use Clark County Bid Number 5619-04 for Scott Eagle Imaging 160 Thermal Imaging Cameras - Department of Fire and Rescue - Awarded to: FIRST IN, INC. (\$98,978 - Multipurpose Special Revenue Fund)
14. Approval of issuance of purchase orders for the purchase of specialty printing paper stock for the City's Graphic Arts Division to satisfy the City's printing requirements - Department of Information Technologies, Graphic Arts - Award recommended to: VARIOUS SUPPLIERS (Estimated annual aggregate amount of \$90,000 - Graphic Arts Internal Service Fund)
15. Approval of award of Contract No. 050108, Historic Preservation Consulting Services for the Post Office at 301 Stewart Ave. - Public Works - Award recommended to: CHATTEL ARCHITECTURE, PLANNING & PRESERVATION, INC. (\$44,720 - Parks and Leisure Activities Capital Project Fund) - Ward 5 (Weekly)
16. Approval of award of Macromedia Software End User License Agreement (including indemnification provision) - Department of Information Technologies - Award recommended to: MARKETWARE TECHNOLOGIES (\$1,068 - Computer Services Internal Service Fund)
17. Approval of revision to purchase order 212965 for Rental of Multi-Functional Devices. - Department of Information Technologies - Award to: IKON OFFICE SOLUTIONS (\$180,000 - Graphic Arts Internal Service Fund)
18. Approval of award of Bid No. 050104-TB, Annual Requirements Contract for Liquid Polymer - Department of Public Works - Award recommended to: CIBA SPECIALTY CHEMICALS CORPORATION (Estimated annual amount of \$1,000,000 - Sanitation Enterprise Fund)

FIRE & RESCUE - CONSENT

19. Approval authorizing the Department of Fire & Rescue to execute a Secondary User's Agreement with the Clark County Health District for the transfer of interoperable radio equipment for public safety communications - All Wards
20. Approval to accept a FY2004 Congressionally Mandated Grant Award in the amount of \$395,750 for public safety interoperable communications projects - All Wards
21. Approval of a Memorandum of Understanding between the City of Las Vegas and the Volunteer Center of Southern Nevada for the transfer of U.S. Department of Homeland Security grant funds in the amount of \$6,110 to support volunteer management services - All Wards

HUMAN RESOURCES - CONSENT

22. Approval to create one temporary full time Office Specialist I position to support the Centennial Celebration Committee in the City Manager's Office (\$50,100 - Centennial Funds) - All Wards

PUBLIC WORKS - CONSENT

23. Approval of a Grant Deed from F & F Horizons Associates, LLC, a Delaware limited liability company, for portions of the Southeast Quarter of Section 32, Township 20 South, Range 60 East, Mount Diablo Meridian, for dedication of additional rights-of-way for a right turn lane and bus turnout located at the northwest corner of Charleston Boulevard and Durango Drive, APN 138-32-801-001 - Ward 2 (Wolfson)
24. Approval of an Easements and Rights-of-Way Grant to the Las Vegas Valley Water District, a Quasi-Municipal Corporation for a portion of the Southeast Quarter of Section 25, Township 20 South, Range 61 East, Mount Diablo Meridian for a water easement (15 feet by 20 feet) on the south side of Washington Avenue, west of Pecos Road to serve the Freedom Park Pool, APN 139-25-701-002 - Ward 3 (Reese)

PUBLIC WORKS - CONSENT

25. Approval of Interlocal Agreement 109129 Amendment 1 with the Las Vegas Valley Water District (District) for the City of Las Vegas Special Improvement District 1487 as part of the Jones Boulevard - Beltway to Elkhorn project - Ward 6 (Mack)
26. Approval of a Non-refundable Contribution in Aid of Construction Agreement with Nevada Power Company to facilitate relocation of a Nevada Power Company switchgear near the corner of Durango Drive and Vegas Drive (\$36,426 - Regional Transportation Commission [RTC]) - Wards 2 and 4 (Wolfson and Brown)
27. Approval of a Rule 9 Line Extension Agreement with Nevada Power Company for the installation of utility for electric services to provide power for streetlights at the Elkhorn Overpass over US95 construction project (\$13,526 - Regional Transportation Commission [RTC]) - Ward 6 (Mack)
28. Approval of a Sewer Connection and Interlocal Contract with Clark County Water Reclamation District - Southwest Engineering on behalf of White Horse Estates, LLC, owners (northeast corner of Elkhorn Road and Torrey Pines Boulevard, APN 125-14-801-001) - County (near Ward 6 - Mack)
29. Approval of an Encroachment Request from D. R. Horton, Incorporated, owner (northeast corner of Fort Apache Road and Gilcrease Avenue) - Ward 6 (Mack)
30. Approval of an Encroachment Request from Slater Hanifan Group on behalf of Pardee Homes Nevada, Incorporated, owner (Tee Pee Lane between Deer Springs Way and Dorrell Lane) - Ward 6 (Mack)
31. Approval of a Sewer Connection and Interlocal Contract with Clark County Water Reclamation District - VTN Nevada on behalf of Quarterhorse Falls Estates, LLC, owners (northeast corner of Horse Drive and Mustang Street, APN 125-11-603-001 and 125-11-603-002) - County (near Ward 6 - Mack)
32. Approval of an Encroachment Request from Orion Engineering and Surveying, Incorporated, on behalf of Plaster Development Company, Incorporated, owner (Shadow Lane north of Alta Drive) - Ward 5 (Weekly)
33. Approval of a Sewer Connection and Interlocal Contract with Clark County Water Reclamation District - Southwest Engineering on behalf of White Horse Estates, LLC, owners (southwest corner of Torrey Pines Boulevard and Severance Lane, APN 125-14-403-001, 125-14-403-002, 125-14-403-003, and 125-14-403-004) - County (near Ward 6 - Mack)
34. Approval of Interlocal Agreement 110449 with the Las Vegas Valley Water District for water service at Freedom Park Pool and Bathhouse (\$86,126 - Recreation Capital Projects Fund) - Ward 3 (Reese)

RESOLUTIONS - CONSENT

35. R-152-2004 - Approval of a Resolution Determining the Cost and Directing the City Engineer to prepare the Final Assessment Roll for Special Improvement District No. 1480 - Buffalo Drive (Cheyenne Avenue to Lone Mountain Road) (\$308,608.02 - Capital Projects Fund/Special Assessments) - Ward 4 (Brown)
36. R-153-2004 - Approval of a Resolution fixing the time and place when complaints, protests, and objections to the Final Assessment Roll will be heard for Special Improvement District No. 1480 - Buffalo Drive (Cheyenne Avenue to Lone Mountain Road) (\$308,608.02 - Capital Projects Fund/Special Assessments) - Ward 4 (Brown)
37. R-154-2004 - Approval of a Resolution Determining the Cost and Directing the City Engineer to prepare the Final Assessment Roll for Special Improvement District No. 1495 - Buffalo Drive (Cheyenne Avenue to Lone Mountain Road) (\$12,759.92 - Capital Projects Fund/Special Assessments) - Ward 4 (Brown)
38. R-155-2004 - Approval of a Resolution fixing the time and place when complaints, protests, and objections to the Final Assessment Roll will be heard for Special Improvement District No. 1495 - Buffalo Drive (Cheyenne Avenue to Lone Mountain Road) (\$12,759.92 - Capital Projects Fund/Special Assessments) - Ward 4 (Brown)
39. R-156-2004 - Approval of a Resolution Establishing the Interest Rate for Special Improvement District No. 1499 - Alexander Road (US-95 to Rancho Drive) (\$78,002.48 - Capital Projects Fund/Special Assessments) - Ward 6 (Mack)

RESOLUTIONS - CONSENT

40. R-157-2004 - Approval of a resolution directing the City Treasurer to give notice of the sale of a property (Parcel Number 139-28-201-001) located on the northeast corner of Washington Avenue and Tonopah Drive for which the City holds a Certificate of Sale as the result of the foreclosure of an assessment lien, and providing other matters properly relating thereto - Ward 5 (Weekly)

REAL ESTATE COMMITTEE - CONSENT

41. Approval of entering into negotiations with Investment Equity Development (IED) for the sale of approximately 4.58 acres of City owned land located in the vicinity of Cheyenne Avenue and Durango Drive, APNs 138-08-801-006 and -007 for development of an office park - Ward 4 (Brown)
42. Approval of a Land Lease Agreement between the City of Las Vegas and Southwestco Wireless, LP, d/b/a Verizon Wireless, by Southwestco Wireless, Inc., for a wireless communications system located on approximately 200 square feet of property located at 7151 Oso Blanca Road, commonly known as Mountain Ridge Park (\$386,880 revenue for duration of contract) - Ward 6 (Mack)
43. Approval of a Lease Agreement between the City of Las Vegas and Nevada Hospitality Service, LLC, for a storage area at the Downtown Transportation Center (DTC) located at 300 North Casino Center Boulevard (\$1,200 first year revenue) - Ward 5 (Weekly)
44. Approval of a Lease Agreement between the City of Las Vegas and Nevada Hospitality Service, LLC, for a food cart at the Downtown Transportation Center (DTC) located at 300 North Casino Center Boulevard (\$7,500 first year revenue) - Ward 5 (Weekly)

DISCUSSION / ACTION ITEMS

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. ABEYANCE ITEM - Discussion and possible action on Appeal of Work Card Denial: Michael J. Amsbary, 2725 W. Wigwam Avenue, Apt. 1089, Las Vegas, Nevada 89123
47. Discussion and possible action on Appeal of Work Card Denial: Meredith Howard Polzel, 320 S. First Street, Las Vegas, Nevada 89101

FINANCE & BUSINESS SERVICES - DISCUSSION

48. ABEYANCE ITEM - 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
49. ABEYANCE ITEM - 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)

FINANCE & BUSINESS SERVICES - DISCUSSION

50. Discussion and possible action regarding Temporary Approval of a new Supper Club License subject to the provisions of the fire codes and Health Dept. regulations, Islands Summerlin/Anaheim Hills, LP, dba Islands Fine Burgers & Drinks, 10810 West Charleston Boulevard, Islands Summerlin, LLC, Gen Ptnr, 25%, Islands Anaheim Hills, LLC, Gen Ptnr, 25%, Islands Restaurants, Ltd Ptnr, Mgr, Class B Mmbr, 80%, Douglas E. Kollus, Class A Mmbr, 10%, Michael B. Smith, Class A Mmbr, 4%, Reiko L. Matsumoto, Class A Mmbr, 3.4%, Lewis M. Jackson, Class A Mmbr, 2%, Robert L. Richards, Jr., Class A Mmbr, .6% - Ward 2 (Wolfson)
51. Discussion and possible action regarding Change of Ownership and Business Name for a Tavern License and a new Restricted Gaming License for 10 slots subject to the provisions of the fire codes and Health Dept. regulations, From: B4 and After, a Limited Partnership, dba Bunkhouse, Thomas M. Burns, Gen Ptnr, 33 1/3%, Stewart L. Bell, Ltd Ptnr, 33 1/3%, James M. Bixler, Ltd Ptnr, 33 1/3%, To: Quality Commercial Maintenance, Inc., dba The Bunkhouse, 124 South 11th Street, Charles J. Fox, Dir, Pres, Secy, Treas, 100% - Ward 1 (Moncrief)
52. Discussion and possible action regarding Temporary Approval of Change of Ownership for a Pawnbroker/Pistol Permit and a Class II Secondhand Dealer License, From: Camco, Inc., Steven A. Mack, COB, CEO, Bryan W. Waters, Pres, COO, Marco A. Herrera, VP, Secy, Steven Mack Revocable Trust, 100%, Steven A. Mack, Trustee, To: Cash America, Inc. of Nevada, dba SuperPawn: 1150 South Rainbow Boulevard; 3270 South Valley View Boulevard; 126 South 1st Street, Daniel Ray Feehan, Dir, CEO, Pres, Cash America International, Inc., 100%, Daniel R. Feehan, Dir, CEO, Pres - Ward 1 (Moncrief)
53. Discussion and possible action regarding Temporary Approval of Change of Ownership for a Pawnbroker/Pistol Permit and a Class II Secondhand Dealer License, From: Camco, Inc., Steven A. Mack, COB, CEO, Bryan W. Waters, Pres, COO, Marco A. Herrera, VP, Secy, Steven Mack Revocable Trust, 100%, Steven A. Mack, Trustee, To: Cash America, Inc. of Nevada, dba SuperPawn, 7585 West Washington Avenue, Daniel Ray Feehan, Dir, CEO, Pres, Cash America International, Inc., 100%, Daniel R. Feehan, Dir, CEO, Pres - Ward 2 (Wolfson)
54. Discussion and possible action regarding Temporary Approval of Change of Ownership for a Pawnbroker/Pistol Permit and a Class II Secondhand Dealer License, From: Camco, Inc., Steven A. Mack, COB, CEO, Bryan W. Waters, Pres, COO, Marco A. Herrera, VP, Secy, Steven Mack Revocable Trust, 100%, Steven A. Mack, Trustee, To: Cash America, Inc. of Nevada, dba SuperPawn: 515 East St. Louis Avenue; 2300 East Charleston Boulevard, Daniel Ray Feehan, Dir, CEO, Pres, Cash America International, Inc., 100%, Daniel R. Feehan, Dir, CEO, Pres - Ward 3 (Reese)
55. Discussion and possible action regarding Temporary Approval of Change of Ownership for a Pawnbroker/Pistol Permit and a Class II Secondhand Dealer License, From: Camco, Inc., Steven A. Mack, COB, CEO, Bryan W. Waters, Pres, COO, Marco A. Herrera, VP, Secy, Steven Mack Revocable Trust, 100%, Steven A. Mack, Trustee, To: Cash America, Inc. of Nevada, dba SuperPawn, 5910 West Lake Mead Boulevard, Daniel Ray Feehan, Dir, CEO, Pres, Cash America International, Inc., 100%, Daniel R. Feehan, Dir, CEO, Pres - Ward 5 (Weekly)
56. Discussion and possible action regarding Temporary Approval of Change of Ownership for a Pawnbroker/Pistol Permit and a Class II Secondhand Dealer License, From: Camco, Inc., Steven A. Mack, COB, CEO, Bryan W. Waters, Pres, COO, Marco A. Herrera, VP, Secy, Steven Mack Revocable Trust, 100%, Steven A. Mack, Trustee, To: Cash America, Inc. of Nevada, dba SuperPawn: 4111 North Rancho Drive; 6824 West Cheyenne Avenue, Daniel Ray Feehan, Dir, CEO, Pres, Cash America International, Inc., 100%, Daniel R. Feehan, Dir, CEO, Pres - Ward 6 (Mack)
57. Discussion and possible action regarding a Six Month Review of a Beer/Wine/Cooler Off-sale License, Melva Boyd, dba Lucky Champ, 1420 West Bonanza Road, Melva D. Boyd, 100% - Ward 5 (Weekly)
58. Discussion and possible action regarding Temporary Approval of a new Wholesale General License, Vin Sauvage, LLC, dba Vin Sauvage, LLC, 4050 West Sunset Road, Suite D, Sauvage Gas Company, Mmbr, 100%, Ward A. Sauvage, Dir, Pres, David E. Miller, Dir, Secy, Treas, Alan Savage, Mgr - County

HUMAN RESOURCES - DISCUSSION

59. Discussion and possible action to create thirty-four (34) regular full time Corrections Officer positions and three (3) regular full time Corrections Sergeant positions to supervise inmates at the City Detention Center (\$1,783,419 - General Fund) - Ward 3 (Reese)

PLANNING & DEVELOPMENT - DISCUSSION

60. Discussion regarding possible changes to current Title 19.14.060 and 19.14.100 dimensional and other standards for On-Premise Free Standing Signs and Off-Premise Signs (billboards) and to direct staff accordingly - All Wards

RESOLUTIONS - DISCUSSION

61. R-158-2004 - Discussion and possible action on a Resolution to encourage volunteerism and public stewardship through the Take Pride in America Program - All Wards

BOARDS & COMMISSIONS - DISCUSSION

62. ANIMAL ADVISORY COMMITTEE – Staci Columbo, Term Expiration 11-15-2004
63. SENIOR CITIZEN LAW PROJECT ADVISORY BOARD – Kimberly Malloy, Term Expiration 11-1-2004
64. Appointment of Members to the Community Development Recommending Board

REAL ESTATE COMMITTEE - DISCUSSION

65. Discussion and possible action regarding a Disposition and Development Agreement (DDA) between CityMark Development LLC (CityMark) and Office District Parking I, Inc., (ODP) for the site located at 3rd Street and Bonneville Avenue, totaling approximately 2.38 acres (the Site), APNs 139-34-311-095 to -102 and -105 to -110 (Gain of \$5,196,200) - Ward 1 (Moncrief)

RECOMMENDING COMMITTEE REPORT - DISCUSSION

BILLS ELIGIBLE FOR ADOPTION AT THIS MEETING

66. 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
67. 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.)

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.

68. 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

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.

69. Bill No. 2004-69 - Establishes new solid waste and recycling regulations. Proposed by: Mark R. Vincent, Director of Finance and Business Services

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.

70. Bill No. 2004-70 - Annexation No. ANX-4957 - Property location: On the north side of Ann Road, east and west of Mustang Road (aka Mustang Street); Petitioned by: Matrix Development Corporation, et al.; Acreage: 10.69 acres; Zoned: R-E (County zoning), U (R) and U (RE) (City equivalents). Sponsored by: Councilman Michael Mack

1:00 P.M. - AFTERNOON SESSION

BUSINESS ITEMS - AFTERNOON

71. 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

72. ABEYANCE ITEM - Hearing to consider the appeal regarding the Zoning Violations/Nuisance Notice and Order to Comply regarding 6318 West Sahara Avenue. PROPERTY OWNERS: C S S SAHARA LP - Ward 1 (Moncrief)
73. Public hearing to consider the report of expenses to recover costs for abatement of dangerous buildings, a public nuisance and an imminent hazard located at 15 West Owens Avenue. PROPERTY OWNERS: WEST OWENS MANAGEMENT GROUP, LLC, CCSD PROPERTIES, INC., DAVID DIMARCO, SANDI DIMARCO, AND T & B DEL CORP. - Ward 5 (Weekly)

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 - DISCUSSION

74. DIR-5079 - ABEYANCE ITEM - APPLICANT/OWNER: SCOTCH EIGHTY HOMEOWNERS ASSOCIATION - Appeal of Director's decision per Title 19.00.070.F to deny the application of a Petition to Vacate public streets located within the Scotch Eighty Subdivision for failure to comply with Title 19.04.040, Ward 1 (Moncrief). Staff recommends DENIAL
75. RQR-5115 - PUBLIC HEARING - APPLICANT/OWNER: UNITED BROTHERS ENTERPRISES - Request for a Required Six Month Review of AN APPROVED REVIEW OF CONDITION (ROC-3797) OF AN APPROVED SPECIAL USE PERMIT (U-0088-01), WHICH ALLOWED THE INDIVIDUAL SALES OF ANY SIZE BEER, WINE COOLERS, AND SCREW CAP WINE at 2320 East Fremont Street (APN 139-35-805-001), C-2 (General Commercial) Zone, Ward 3 (Reese). Staff recommends APPROVAL
76. RQR-5238 - PUBLIC HEARING - APPLICANT/OWNER: COSTCO WHOLESALE - Required One Year Review of an approved Review of Condition (ROC-2882) of an approved Special Use Permit (U-0171-00) WHICH ALLOWED THE DELIVERY OF PACKAGED LIQUOR BETWEEN THE HOURS OF 6 AM AND 6 PM WHERE THE DELIVERY HOURS WERE RESTRICTED TO 6 AM TO NOON at 801 South Pavilion Center Drive (APN 137-35-714-001), P-C (Planned Community) Zone, Ward 2 (Wolfson). Staff recommends APPROVAL
77. ROC-5057 - ABEYANCE ITEM - 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
78. ROC-5250 - PUBLIC HEARING - APPLICANT: TIM C. AYALA - OWNER: FRANCISCO MENDOZA - Request for a Review of Condition Number 3 of an approved Rezoning (ZON-3474) TO ALLOW SITE DEVELOPMENT PLAN REVIEW APPLICATIONS TO BE SUBMITTED ON AN INDIVIDUAL BASIS, WHERE A COMPREHENSIVE SITE PLAN, INCLUDING ALL LOTS, WAS REQUIRED TO BE SUBMITTED FOR APPROVAL BY THE PLANNING AND DEVELOPMENT DEPARTMENT AND THE DEPARTMENT OF PUBLIC WORKS PRIOR TO THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY FOR ANY OF THE LOTS INVOLVED IN THE REZONING on 1.7 acres at 600 to 804 North Jones Boulevard (APN 138-25-310-001 through 009), R-1 (Single Family Residence) Zone under Resolution of Intent to P-R (Professional Office and Parking), Ward 2 (Wolfson). Staff recommends DENIAL. (NOTE: SUBSEQUENT TO THE MAILING OF PUBLIC HEARING NOTICES, THE AGENDA HEADING WAS REVISED)
79. SDR-4498 - ABEYANCE ITEM - 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
80. SDR-4992 - PUBLIC HEARING - APPLICANT/OWNER: D.R. HORTON - Request for a Site Development Plan Review FOR A PROPOSED 94 LOT SINGLE FAMILY RESIDENTIAL DEVELOPMENT on 15.17 acres adjacent to the southeast corner of Deer Springs Way and Campbell Road (APN 125-20-301-006, 007 and 015), U (Undeveloped) Zone [TC (Town Center) General Plan designation] under Resolution of Intent to T-C (Town Center) and T-C (Town Center) Zone, Ward 6 (Mack). The Planning Commission (4-0-2 vote) and staff recommend APPROVAL
81. WVR-4833 - PUBLIC HEARING - APPLICANT: RICHMOND AMERICAN HOMES - OWNER: RANDEER, LLC - Request for a Waiver to Title 18.12.160 TO ALLOW APPROXIMATELY 90 FEET BETWEEN STREET INTERSECTIONS WHERE 220 FEET IS THE MINIMUM DISTANCE SEPARATION REQUIRED adjacent to the northwest corner of Cimarron Road and Deer Springs Way (APN 125-21-202-004), T-C (Town Center) Zone, Ward 6 (Mack). Staff recommends DENIAL. The Planning Commission (5-0-1 vote) recommends APPROVAL

PLANNING & DEVELOPMENT - DISCUSSION

82. SDR-4832 - PUBLIC HEARING - APPLICANT: RICHMOND AMERICAN HOMES - OWNER: RANDEER, LLC - Request for an Site Development Plan Review FOR A 131 LOT SINGLE FAMILY DETACHED DEVELOPMENT on 11.3 acres adjacent to the northwest corner of Cinarron Road and Deer Springs Way (APN 125-21-202-004), TC (Town Center) Zone, Ward 6 (Mack). Staff recommends DENIAL. The Planning Commission (5-0-1 vote) recommends APPROVAL. (NOTE: Approval was for 70 units)

83. MOD-4632 - PUBLIC HEARING - APPLICANT: ROYAL CONSTRUCTION - OWNER: SHADOW HILLS PLAZA, LLC - Request for a Major Modification to the Lone Mountain Master Development Plan FROM: VC (VILLAGE COMMERCIAL) TO: MLA (MEDIUM-LOW ATTACHED RESIDENTIAL) on 3.7 acres adjacent to the southwest corner of Buckskin Avenue and Shady Timber Street (a portion of APN 137-12-401-022 and a portion of 137-12-801-001), U (Undeveloped) Zone [PCD (Planned Community Development) General Plan Designation] under Resolution of Intent to PD (Planned Development), Ward 4 (Brown). Staff recommends DENIAL. The Planning Commission (5-0-1 vote) recommends APPROVAL

84. WVR-4754 - PUBLIC HEARING - APPLICANT: ROYAL CONSTRUCTION - OWNER: SHADOW HILLS PLAZA, LLC - Request for Waivers of TITLE 18.12.160 TO ALLOW A 210-FOOT SEPARATION DISTANCE BETWEEN INTERSECTIONS WHERE A MINIMUM OF 220 FEET IS REQUIRED WHEN PROVIDING EXTERNAL ACCESS FROM A SUBDIVISION TO AN EXISTING STREET HAVING A RIGHT-OF-WAY WIDTH OF 60 FEET OR MORE AND OF 18.12.130 TO ALLOW A PRIVATE DRIVE GREATER THAN 150 FEET WITHOUT A CIRCULAR TURN-AROUND OR EMERGENCY SERVICE VEHICLE ACCESS GATE, IN CONJUNCTION WITH A PROPOSED 44-LOT SINGLE-FAMILY ATTACHED RESIDENTIAL DEVELOPMENT on 3.70 acres adjacent to the southwest corner of Shady Timber Street and Buckskin Avenue (a portion of APN 137-12-401-022 and a portion of 137-12-801-001), U (Undeveloped) Zone [PCD (Planned Community Development) General Plan Designation] under Resolution of Intent to PD (Planned Development) [Village Commercial Lone Mountain Special Land Use Designation - PROPOSED: MLA (Medium-Low Attached Residential)], Ward 4 (Brown). Staff recommends DENIAL. The Planning Commission (5-0-1 vote) recommends APPROVAL

85. SDR-4751 - PUBLIC HEARING - APPLICANT: ROYAL CONSTRUCTION - OWNER: SHADOW HILLS PLAZA, LLC - Request for a Site Development Plan Review FOR A PROPOSED 44-LOT SINGLE-FAMILY ATTACHED RESIDENTIAL DEVELOPMENT on 3.70 acres adjacent to the southwest corner of Shady Timber Street and Buckskin Avenue (a portion of APN 137-12-401-022 and a portion of 137-12-801-001), U (Undeveloped) Zone [PCD (Planned Community Development) General Plan Designation] under Resolution of Intent to PD (Planned Development) [Village Commercial Lone Mountain Special Land Use Designation - PROPOSED: MLA (Medium-Low Attached Residential)], Ward 4 (Brown). Staff recommends DENIAL. The Planning Commission (5-0-1 vote) recommends APPROVAL

86. 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

87. VAC-4747 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT/OWNER: M T C 118, INC. - Petition to Vacate the stubbed portion of Wittig Avenue east of Durango Drive, Ward 6 (Mack). The Planning Commission (3-2 vote) and staff recommend APPROVAL

88. VAC-4948 - PUBLIC HEARING - APPLICANT: KIMBALL HILL HOMES - OWNER: CLIFF'S EDGE, LLC - Request for a Petition of Vacation to vacate U. S. Government Patent Reservations generally located south of Elkhorn Road, between Puli Road and Shaumber Road, Ward 6 (Mack). The Planning Commission (5-0-1 vote) and staff recommend APPROVAL

89. VAC-4949 - PUBLIC HEARING - APPLICANT: KIMBALL HILL HOMES - OWNER: CLIFF'S EDGE, LLC - Request for a Petition of Vacation to vacate U. S. Government Patent Reservations generally located south of Elkhorn Road, between Shaumber Road and Hualapai Way, Ward 6 (Mack). The Planning Commission (5-0-1 vote) and staff recommend APPROVAL

90. VAC-4967 - PUBLIC HEARING - APPLICANT/OWNER: SAMER NAKHLE - Request for a Petition to vacate a portion of the south half of Holmby Avenue, east of Belcastro Street, south of Holmby Avenue, Ward 1 (Moncrief). The Planning Commission (6-0 vote) and staff recommend APPROVAL

PLANNING & DEVELOPMENT - DISCUSSION

91. VAR-4934 - PUBLIC HEARING - APPLICANT/OWNER: KENNINGTON DEVELOPMENT, LLC - Request for a Variance to ALLOW A LOT WIDTH OF 99 FEET WHERE 100 FEET IS THE MINIMUM WIDTH REQUIRED FOR A PROPOSED THREE LOT SINGLE FAMILY RESIDENTIAL DEVELOPMENT on 1.79 acres adjacent to the southeast corner of Jones Boulevard and Whispering Sands Drive (APN 125-13-201-001), R-E (Residence Estates) Zone, Ward 6 (Mack). The Planning Commission (5-0 vote) and staff recommend APPROVAL

92. SUP-4933 - PUBLIC HEARING - APPLICANT/OWNER: KENNINGTON DEVELOPMENT, LLC - Request for a Special Use Permit to ALLOW A PRIVATE STREET FOR A PROPOSED THREE LOT SINGLE FAMILY RESIDENTIAL DEVELOPMENT adjacent to the southeast corner of Jones Boulevard and Whispering Sands Drive (APN 125-13-201-001), R-E (Residence Estates) Zone, Ward 6 (Mack). The Planning Commission (5-0 vote) and staff recommend APPROVAL

93. VAR-4986 - PUBLIC HEARING - APPLICANT/OWNER: RODRIGO AND TERESITA HERRERA - Request for a Variance TO ALLOW 21 PARKING SPACES WHERE 32 ARE REQUIRED on 0.44 acres at 946 East Sahara Avenue (APN 162-03-801-114), C-1 (Limited Commercial) Zone, Ward 3 (Reese). Staff recommends DENIAL. The Planning Commission (5-1 vote) recommend APPROVAL

94. SDR-4990 - PUBLIC HEARING - APPLICANT/OWNER: RODRIGO AND TERESITA HERRERA - Request for a Site Development Plan Review FOR A RETAIL BUILDING AND WAIVERS OF SETBACK AND LANDSCAPING STANDARDS on 0.44 acres at 946 East Sahara Avenue (APN 162-03-801-114), C-1 (Limited Commercial) Zone, Ward 3 (Reese). Staff recommends DENIAL. The Planning Commission (5-1 vote) recommends APPROVAL

95. RQR-5234 - PUBLIC HEARING - APPLICANT: EXPRESS CASH AND LOANS - OWNER: NERCES HIMIDIAN LIVING TRUST - Required Six Month Review of an approved Special Use Permit (SUP-3747) WHICH ALLOWED A FINANCIAL INSTITUTION, SPECIFIED at 1426 East Charleston Boulevard, Suite 110 (APN 162-02-110-007), C-1 (Limited Commercial) Zone, Ward 3 (Reese). Staff recommends DENIAL

96. RQR-4669 - ABEYANCE ITEM - 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

97. RQR-4959 - PUBLIC HEARING - APPLICANT: LAMAR ADVERTISING - OWNER: FOSTER DAY CORPORATION - Appeal filed by the applicant from the Denial by the Planning Commission on a Required Two Year Review of an approved Special Use Permit (U-0036-95) WHICH ALLOWED A 40 FOOT HIGH, 14-FOOT X 48-FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGN at 2401 North Decatur Boulevard (APN 138-13-801-083), C-1 (Limited Commercial) Zone, Ward 5 (Weekly). The Planning Commission (6-0 vote) and staff recommend DENIAL

98. 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

99. SUP-4844 - ABEYANCE ITEM - 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

PLANNING & DEVELOPMENT - DISCUSSION

100. SUP-4918 - ABEYANCE ITEM - 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

101. SUP-4694 - PUBLIC HEARING - APPLICANT: ORION OUTDOOR MEDIA - OWNER: RICHARD AND BARBARA STIMAC AND KAY RODRIGUEZ - Request for a Special Use Permit FOR A PROPOSED 40-FOOT TALL, 14-FOOT BY 48-FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGN at 7075 West Craig Road (APN 138-03-701-003), C-1 (Limited Commercial) Zone Ward 6 (Mack). The Planning Commission (6-0 vote) and staff recommend APPROVAL

102. SUP-4814 - PUBLIC HEARING - APPLICANT: HANDY CASH LOAN CENTERS - OWNER: CHEYENNE LORENZI, LTD - Appeal filed by the applicant from the Denial by the Planning Commission on a request for a Special Use Permit FOR A FINANCIAL INSTITUTION, SPECIFIED WITH A SEPARATION OF ZERO FEET WHERE 200 IS REQUIRED FROM A RESIDENTIAL PROPERTY, A SEPARATION OF 800 FEET WHERE 1,000 FEET IS REQUIRED FROM A SIMILAR USE, AND A WAIVER OF THE 1,500 SQUARE FOOT INTERIOR SPACE REQUIREMENT adjacent to the southeast corner of Cheyenne Avenue and Rainbow Boulevard (APN 138-14-101-005), C-1 (Limited Commercial) Zone, Ward 6 (Mack). The Planning Commission (6-0 vote) and staff recommend DENIAL

103. SUP-4953 - PUBLIC HEARING - APPLICANT: KELLY'S KASINO - OWNER: SIXTH PLAZA, LLC - Request for a Special Use Permit FOR A TAVERN AND WAIVER FROM THE 1,500 FOOT DISTANCE SEPARATION REQUIREMENT FROM AN EXISTING TAVERN adjacent to the southeast corner of Craig Road and Jones Boulevard (APN 138-01-312-002), C-1 (Limited Commercial) Zone, Ward 6 (Mack). The Planning Commission (5-0 vote) and staff recommend APPROVAL

104. SUP-4975 - PUBLIC HEARING - APPLICANT: DOLLAR FINANCE - OWNERS: JIMMY SPIROPOLOUS TRUST AND NICK AND MARK KEZIOS FAMILY TRUST - Request for a Special Use Permit FOR A FINANCIAL INSTITUTION, SPECIFIED TO ALLOW A 19 FOOT MINIMUM DISTANCE SEPARATION FROM RESIDENTIAL PROPERTY WHERE 200 FEET IS REQUIRED, AND 634 FEET FROM A SIMILAR USE WHERE 1,000 FEET IS REQUIRED at 4225 West Sahara Avenue (APN 162-07-501-004), C-1 (Limited Commercial) Zone, Ward 1 (Moncrief). Staff recommends DENIAL. The Planning Commission (5-1 vote) recommends APPROVAL

105. SUP-4984 - PUBLIC HEARING - APPLICANT: OCHA CUISINE - OWNER: RICHARD L. CALCATERRA 1985 TRUST AND MELISSA F. CALCATERRA 1985 TRUST - Request for a Special Use Permit FOR A RESTAURANT SERVICE BAR at 2211 Las Vegas Boulevard South (APN 162-03-410-006), C-2 (General Commercial) Zone, Ward 3 (Reese). The Planning Commission (5-0-1 vote) and staff recommend APPROVAL

106. SUP-4994 - PUBLIC HEARING - APPLICANT: MILFORD MAYNARD - OWNER: HUGH N. CANADY - Request for a Special Use Permit FOR A FINANCIAL INSTITUTION, SPECIFIED AND A WAIVER TO ALLOW 1,025 SQUARE FEET OF FLOOR AREA WHERE 1,500 SQUARE FEET IS REQUIRED at 1591 North Decatur Boulevard (APN 138-25-503-005), C-1 (Limited Commercial) Zone, Ward 1 (Moncrief). The Planning Commission vote (3-3) ended in a tie, therefore it is going forward with NO RECOMMENDATION. Staff recommends DENIAL.

107. SUP-4996 - PUBLIC HEARING - APPLICANT: EN ENGINEERING - OWNER: MARY BARTSAS 13, LLC - Request for a Special Use Permit FOR A HOME IMPROVEMENT WAREHOUSE STORE adjacent to the northwest corner of Craig Road and Jones Boulevard (a portion of APN 138-02-601-004), R-E (Residence Estates) Zone under Resolution of Intent to C-1 (Limited Commercial), Ward 6 (Mack). The Planning Commission (6-0 vote) and staff recommend APPROVAL

108. SDR-4995 - PUBLIC HEARING - APPLICANT: EN ENGINEERING - OWNER: MARY BARTSAS 13, LLC - Request for a Site Development Plan Review FOR A 204,193 SQUARE FOOT COMMERCIAL DEVELOPMENT AND A WAIVER OF THE BUILD TO LINE STANDARDS on 16.5 acres adjacent to the northwest corner of Craig Road and Jones Boulevard (a portion of APN 138-02-601-004), R-E (Residence Estates) Zone under Resolution of Intent to C-1 (Limited Commercial), Ward 6 (Mack). The Planning Commission (6-0 vote) and staff recommend APPROVAL

PLANNING & DEVELOPMENT - DISCUSSION

109. ZON-4981 - PUBLIC HEARING - APPLICANT: KIMBALL HILL HOMES - OWNER: UNITED STATES OF AMERICA - Request for a Rezoning FROM: U (UNDEVELOPED) [ML (MEDIUM-LOW DENSITY RESIDENTIAL) GENERAL PLAN DESIGNATION] TO: R-PD6 (RESIDENTIAL PLANNED DEVELOPMENT - 6 UNITS PER ACRE) on 5.09 acres at the northwest corner of Tee Pee Lane and Farm Road (a portion of APN 125-18-601-015), Ward 6 (Mack). The Planning Commission (5-0-1 vote) and staff recommend APPROVAL
110. SDR-4982 - PUBLIC HEARING - APPLICANT: KIMBALL HILL HOMES - OWNER: UNITED STATES OF AMERICA - Request for a Site Development Plan Review FOR A 26 LOT SINGLE FAMILY DETACHED RESIDENTIAL DEVELOPMENT on 5.09 acres at the northwest corner of Tee Pee Lane and Farm Road (a portion of APN 125-18-601-015), U (Undeveloped) Zone [ML (Medium-Low Density Residential) General Plan Designation] [PROPOSED: R-PD6 (Residential Planned Development - 6 Units Per Acre)], Ward 6 (Mack). The Planning Commission (5-0-1 vote) and staff recommend APPROVAL
111. ZON-4987 - PUBLIC HEARING - APPLICANT/OWNER: LOENIDAS P. AND WANDA M. FLANGAS - Request for a Rezoning FROM: R-E (RESIDENCE ESTATES) TO: R-D (SINGLE FAMILY RESIDENTIAL-RESTRICTED) on 3.88 acres adjacent to southeast corner of Jones Boulevard and La Madre Way (APN 125-36-401-017), Ward 6 (Mack). The Planning Commission (4-1-1 vote) and staff recommend APPROVAL
112. SUP-4988 - PUBLIC HEARING - APPLICANT/OWNER: LOENIDAS P. AND WANDA M. FLANGAS - Request for a Special Use Permit FOR PRIVATE STREETS IN A PROPOSED 13 LOT SINGLE FAMILY DEVELOPMENT adjacent to the southeast corner of Jones Boulevard and La Madre Way (APN 125-36-401-017), R-E (Residence Estates) Zone [PROPOSED: R-D (Single Family Residential-Restricted)], Ward 6 (Mack). The Planning Commission (4-1-1 vote) and staff recommend APPROVAL
113. WVR-4989 - PUBLIC HEARING - APPLICANT/OWNER: LOENIDAS P. AND WANDA M. FLANGAS - Request for a Waiver of Title 18.12.160 TO ALLOW APPROXIMATELY 200 FEET BETWEEN STREET INTERSECTIONS WHERE 220 FEET IS MINIMUM DISTANCE REQUIRED FOR A PROPOSED 13 LOT SINGLE FAMILY DEVELOPMENT on 3.88 acres adjacent to the southeast corner of Jones Boulevard and La Madre Way (APN 125-36-401-017), R-E (Residence Estates) Zone [PROPOSED: R-D (Single Family Residential-Restricted)], Ward 6 (Mack). The Planning Commission (4-1-1 vote) and staff recommend APPROVAL

SET DATE

114. 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 20, 2004

DEPARTMENT: FINANCE & BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

RESOLUTIONS:

R-157-2004 - Approval of a resolution directing the City Treasurer to give notice of the sale of a property (Parcel Number 139-28-201-001) located on the northeast corner of Washington Avenue and Tonopah Drive for which the City holds a Certificate of Sale as the result of the foreclosure of an assessment lien, and providing other matters properly relating thereto - Ward 5 (Weekly)

Fiscal Impact:

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

PURPOSE/BACKGROUND:

The City plans to sell a property, Parcel Number 139-28-201-00, for which the City has held the Certificate of Sale since February 26, 1997. The City has attempted to negotiate a payment plan with the property owners without success. The bonds for this district have been paid in full, and pursuant to NRS 271.620, the City Council must direct the City Treasurer to proceed to offer the property for sale to the highest bidder who bids an amount above the minimum bid to be established by the Treasurer.

RECOMMENDATION:

It is recommended that the City Council adopt this resolution.

BACKUP DOCUMENTATION:

Resolution No. R-157-2004

MOTION:

REESE - APPROVED Items 3-5 and 7-44 as recommended - UNANIMOUS

Item 6: APPROVED under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:24 - 9:26)

1-661

RESOLUTION NO. R-157-2004

A RESOLUTION DIRECTING THE CITY TREASURER TO GIVE NOTICE OF THE SALE OF A PROPERTY FOR WHICH THE CITY HOLDS A CERTIFICATE OF SALE AS THE RESULT OF THE FORECLOSE OF AN ASSESSMENT LIEN; AND PROVIDING OTHER MATTERS PROPERLY RELATING THERETO.

WHEREAS, the City has heretofore created the Special Improvement District No. 412 (the "District"); and

WHEREAS, the City Council has directed the City Treasurer to collect and enforce the assessments in the District in the manner provided by the Consolidated Local Improvements Law; and

WHEREAS, the assessment installments on APN 139-28-201-001 in the District were not been paid when due and as a result of foreclosure proceedings conducted by the City Treasurer pursuant to N.R.S. Chapter 271, the City holds a certificate of sale for the property dated February 26, 1997; and

WHEREAS, the bonds issued for the District have been paid in full; and

WHEREAS, the City Council directs the City Treasurer to proceed to offer the property for sale to the highest bidder who bids an amount above the minimum bid to be established by the Treasurer.

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

Section 1. The City Council hereby directs the City Treasurer to give notice of the sale of the property. The sale shall take place at 2:00 p.m. on December 7, 2004 in the City Council Chambers, Las Vegas City Hall Complex, 400 Stewart Avenue, Las Vegas, Nevada, which the Council hereby finds is a convenient location.

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

(Form of Notice of Sale)

Notice is hereby given that the City Treasurer of the City of Las Vegas will at the hour of 2:00 pm. on December 7, 2004, at the City Council Chambers, Las Vegas City Hall Complex, 400 Stewart Avenue, Las Vegas, Nevada, sell the property identified as APN 139-28-201-001 for which the City holds a certificate of sale as the result of the foreclosure of the assessment lien on such property for Special Improvement District No. 412.

The property described above will be sold to highest bidder who bids an amount above the minimum bid to be established by the Treasurer. The certificate of sale currently held by the City will be transferred to the highest bidder who will then be eligible to obtain a deed for the property in the manner provided in NRS 271.595.

Please take Notice that according to records available to the City of Las Vegas, you are the owner of or have an interest in a mortgage, deed of trust, or other lien or other interest in one of the properties listed above. The City intends to conduct a sale of the property in accordance with the provisions of the above notice and Nevada Revised Statutes. Your ownership of or mortgage, deed of trust, other lien or other interest in the property could be adversely affected by the sale. Under Nevada law, deeds to property sold convey the entire fee simple title to the property described, stripped of all liens and claims except the liens of other special assessments and general taxes. See NRS ' 271.600.

IN WITNESS WHEREOF, I have affixed my signature as of _____, 2004.

/s/ Michael K. Olson
City Treasurer

*Insert in mailed notice only.

(End of Form of Notice of Sale)

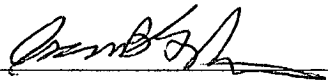
Section 3. The notice provided in Section 2 above shall be published once a week for 3 consecutive weeks prior to the date of sale and shall be mailed by first class mail, postage prepaid, at least 20 days before the sale to each owner of a parcel which is subject to sale as provided in the notice, and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

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

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

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

PASSED, ADOPTED AND APPROVED October 20, 2004.



Mayor

(SEAL)



City Clerk

APPROVED AS TO FORM:

Val Reed 10-8-04
DATE

STATE OF NEVADA)
):ss
CITY OF LAS VEGAS)

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

1. The foregoing pages are a true and correct copy of a resolution (the "Resolution") passed and adopted by the Council at a meeting of the Council held on October 20, 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 the Council as follows:

Those Voting Aye:

Oscar Goodman
Gary Reese
Larry Brown
Lawrence Weekly
Michael Mack
Janet Moncrief
Steve Wolfson
NONE

Those Voting Nay:

Those Absent:

NONE

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

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

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

(a) By posting a copy of the notice not later than 9:00 a.m. on the third working day before the meeting at the principal office of the Council, or if there is no principal office, at the building in which the meeting is to be held, and at least three (3) other separate, prominent places within the jurisdiction of the Council, to wit:

- (a) City Clerk's Bulletin Board, 2nd Floor Skybridge
City Hall Plaza
Las Vegas, Nevada
- (b) City Hall Plaza
City Clerk's Office Bulletin Board
Las Vegas, Nevada
- (c) Las Vegas-Clark County Library
833 Las Vegas Boulevard North
Las Vegas, Nevada
- (d) Clark County Government Center
500 S. Grand Central Parkway
Las Vegas, Nevada
- (e) Grant Sawyer Building
555 E. Washington Avenue
Las Vegas, Nevada

and

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

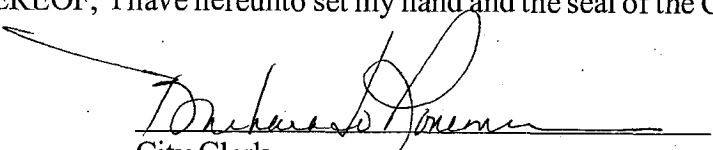
6. A copy of the notice of each meeting was posted on the City's website no later than 9:00 a.m. on the third working day prior to each meeting.

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

8. A copy of the notice so given of the meeting of the Council held on October 20, 2004 is attached to this certificate as Exhibit A.

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

November 2, 2004.


City Clerk

(SEAL)

EXHIBIT A

(Attach Notice and Agenda of Meeting)



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 20, 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 MATTERS

- CALL TO ORDER
- ANNOUNCEMENT RE: COMPLIANCE WITH OPEN MEETING LAW
- INVOCATION - REVEREND BONNIE POLLEY, CHRIST EPISCOPAL CHURCH
- PLEDGE OF ALLEGIANCE
- RECOGNITION OF THE EMPLOYEE OF THE MONTH
- RECOGNITION OF THE 45TH ANNIVERSARY OF THE FOLIES BERGERE
- RECOGNITION OF OUTSTANDING COMMUNITY SERVICE IN WARD 6
- RECOGNITION OF TEACH FOR AMERICA WEEK

BUSINESS ITEMS - 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 Meeting of August 4, 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.

ADMINISTRATIVE - CONSENT

3. Approval and ratification of the contract between the City of Las Vegas and the Las Vegas Peace Officers Association (LVPOA) and the associated Trust Acceptance and Contract Data document for health insurance benefits (\$4.2 Million - General Fund) - All Wards

FINANCE & BUSINESS SERVICES - CONSENT

4. Approval of Service and Material Checks/Payroll Checks/Wire Transfers/Other Checks and Investments
5. Approval to transfer (reallocate) \$145,000 of Detention and Enforcement (D&E) Internal Affairs Division (IAD) Modular capital project funding and \$157,000 of D&E Unit 2 Yard Enclosure capital project funding to the D&E Culinary Upgrades capital project located at Stewart Avenue and Mojave Road in order to support the most recent Public Work's estimate and allow for bidding of the contract - Ward 3 (Reese)
6. Approval of a Special Event License for Caribbean Fun Stop, Location: Caribbean Fun Stop, 1122 Fremont Street, Dates: October 22-24, 2004, Type: Special Event Beer/Wine/Cooler, Event: Birthday Party, Responsible Persons in Charge: Deanford Innis and Patsy Thomas - Ward 5 (Weekly)
7. Approval of Change of Ownership, Location and Business Name for a Tavern License subject to the provisions of the fire codes and Health Dept. regulations, From: Darnic, Inc., dba Tongue N Groove, 713 East Ogden Avenue (Non-operational), Teri G. Galardi, Dir, Pres, Secy, Treas, 100%, To: JCK Ventures, LLC, dba Heights, 465 South Decatur Boulevard, Lorri A. Campbell, Mgr, The JCK Family Trust, Mmbr, 95%, Lorri A. Campbell, Trustee, Candace L. Campbell, Mmbr, 5% - Ward 1 (Moncrief)
8. Approval of Change of Ownership, Location and Business Name for a Tavern License and a new Restricted Gaming License for 15 slots subject to the provisions of the fire and planning codes and Health Dept. regulations, From: Westronics, Inc., dba Honest John's "I'm Back!" Casino, Bar & Restaurant, 2430 Las Vegas Boulevard South (Non-operational), Claudia D. Wichinsky, Dir, Pres, Treas, 50%, Glenn E. Wichinsky, Dir, Secy, 50%, To: Nelson M. Maldonado, dba Bar Vertigo, 2025 East Charleston Boulevard, Nelson M. Maldonado, 100%, Mark M. Mintz, Lender - Ward 3 (Reese)
9. Approval of a new Restricted Gaming License for 5 slots subject to confirmation of approval by the Nevada Gaming Commission, Costello Marketing, LLC, dba Wash N' Save Laundromat, 235 North Eastern Avenue, Suite 124, Michael J. Costello, Mgr, Mmbr, 50%, Gail A. Costello, Mmbr, 50%, Margaret R. Symons, Key Employee - Ward 3 (Reese)
10. Approval of Change of Location for a Locksmith License, Charlie's Lock & Key, LLC, dba Charlie's Lock & Key, LLC, From: 232 North Jones Boulevard, 186, To: 29 North 28th Street, 5B, Susan M. Moses, Mgr, 51%, Charles M. Moses, Mgr, 49% - Ward 3 (Reese)
11. Approval of Change of Ownership and Business Name for a Class III-B Secondhand Dealer License, From: Progressive Pallets, Inc., dba Progressive Pallets, Inc., James E. Crow, Dir, Pres, 100%, To: Image Pallets, LLC, dba Progressive Pallets, 1080 South Commerce Street, Image Investments, Inc., Mgr, Mmbr, 80%, Robert E. Pippen, Dir, Pres, 100%, Progressive Pallets, Inc., Mgr, Mmbr, 20%, James E. Crow, Dir, Pres, 100% - Ward 1 (Moncrief)
12. Approval of award of Bid No. 05.1730.07-LED, Traffic Improvements Package #5 - Federal Project No. STP-0159(009) and approve the construction conflicts and contingency reserve set by Finance and Business Services - Department of Public Works - Award recommended to: WELLS CARGO, INC. (\$2,479,353.60 - Road and Flood Capital Project Fund) - Wards 2, 4 and 6 (Wolfson, Brown and Mack)

FINANCE & BUSINESS SERVICES - CONSENT

13. Approval of authorization to use Clark County Bid Number 5619-04 for Scott Eagle Imaging 160 Thermal Imaging Cameras - Department of Fire and Rescue - Awarded to: FIRST IN, INC. (\$98,978 - Multipurpose Special Revenue Fund)
14. Approval of issuance of purchase orders for the purchase of specialty printing paper stock for the City's Graphic Arts Division to satisfy the City's printing requirements - Department of Information Technologies, Graphic Arts - Award recommended to: VARIOUS SUPPLIERS (Estimated annual aggregate amount of \$90,000 - Graphic Arts Internal Service Fund)
15. Approval of award of Contract No. 050108, Historic Preservation Consulting Services for the Post Office at 301 Stewart Ave. - Public Works - Award recommended to: CHATTEL ARCHITECTURE, PLANNING & PRESERVATION, INC. (\$44,720 - Parks and Leisure Activities Capital Project Fund) - Ward 5 (Weekly)
16. Approval of award of Macromedia Software End User License Agreement (including indemnification provision) - Department of Information Technologies - Award recommended to: MARKETWARE TECHNOLOGIES (\$1,068 - Computer Services Internal Service Fund)
17. Approval of revision to purchase order 212965 for Rental of Multi-Functional Devices - Department of Information Technologies - Award to: IKON OFFICE SOLUTIONS (\$180,000 - Graphic Arts Internal Service Fund)
18. Approval of award of Bid No. 050104-TB, Annual Requirements Contract for Liquid Polymer - Department of Public Works - Award recommended to: CIBA SPECIALTY CHEMICALS CORPORATION (Estimated annual amount of \$1,000,000 - Sanitation Enterprise Fund)

FIRE & RESCUE - CONSENT

19. Approval authorizing the Department of Fire & Rescue to execute a Secondary User's Agreement with the Clark County Health District for the transfer of interoperable radio equipment for public safety communications - All Wards
20. Approval to accept a FY2004 Congressionally Mandated Grant Award in the amount of \$395,750 for public safety interoperable communications projects - All Wards
21. Approval of a Memorandum of Understanding between the City of Las Vegas and the Volunteer Center of Southern Nevada for the transfer of U.S. Department of Homeland Security grant funds in the amount of \$6,110 to support volunteer management services - All Wards

HUMAN RESOURCES - CONSENT

22. Approval to create one temporary full time Office Specialist I position to support the Centennial Celebration Committee in the City Manager's Office (\$50,100 - Centennial Funds) - All Wards

PUBLIC WORKS - CONSENT

23. Approval of a Grant Deed from F & F Horizons Associates, LLC, a Delaware limited liability company, for portions of the Southeast Quarter of Section 32, Township 20 South, Range 60 East, Mount Diablo Meridian, for dedication of additional rights-of-way for a right turn lane and bus turnout located at the northwest corner of Charleston Boulevard and Durango Drive, APN 138-32-801-001 - Ward 2 (Wolfson)
24. Approval of an Easements and Rights-of-Way Grant to the Las Vegas Valley Water District, a Quasi-Municipal Corporation for a portion of the Southeast Quarter of Section 25, Township 20 South, Range 61 East, Mount Diablo Meridian for a water easement (15 feet by 20 feet) on the south side of Washington Avenue, west of Pecos Road to serve the Freedom Park Pool, APN 139-25-701-002 - Ward 3 (Reese)

PUBLIC WORKS - CONSENT

25. Approval of Interlocal Agreement 109129 Amendment 1 with the Las Vegas Valley Water District (District) for the City of Las Vegas Special Improvement District 1487 as part of the Jones Boulevard - Beltway to Elkhorn project - Ward 6 (Mack)
26. Approval of a Non-refundable Contribution in Aid of Construction Agreement with Nevada Power Company to facilitate relocation of a Nevada Power Company switchgear near the corner of Durango Drive and Vegas Drive (\$36,426 - Regional Transportation Commission [RTC]) - Wards 2 and 4 (Wolfson and Brown)
27. Approval of a Rule 9 Line Extension Agreement with Nevada Power Company for the installation of utility for electric services to provide power for streetlights at the Elkhorn Overpass over US95 construction project (\$13,526 - Regional Transportation Commission [RTC]) - Ward 6 (Mack)
28. Approval of a Sewer Connection and Interlocal Contract with Clark County Water Reclamation District - Southwest Engineering on behalf of White Horse Estates, LLC, owners (northeast corner of Elkhorn Road and Torrey Pines Boulevard, APN 125-14-801-001) - County (near Ward 6 - Mack)
29. Approval of an Encroachment Request from D. R. Horton, Incorporated, owner (northeast corner of Fort Apache Road and Gilcrease Avenue) - Ward 6 (Mack)
30. Approval of an Encroachment Request from Slater Hanifan Group on behalf of Pardee Homes Nevada, Incorporated, owner (Tee Pee Lane between Deer Springs Way and Dorrell Lane) - Ward 6 (Mack)
31. Approval of a Sewer Connection and Interlocal Contract with Clark County Water Reclamation District - VTN Nevada on behalf of Quarterhorse Falls Estates, LLC, owners (northeast corner of Horse Drive and Mustang Street, APN 125-11-603-001 and 125-11-603-002) - County (near Ward 6 - Mack)
32. Approval of an Encroachment Request from Orion Engineering and Surveying, Incorporated, on behalf of Plaster Development Company, Incorporated, owner (Shadow Lane north of Alta Drive) - Ward 5 (Weekly)
33. Approval of a Sewer Connection and Interlocal Contract with Clark County Water Reclamation District - Southwest Engineering on behalf of White Horse Estates, LLC, owners (southwest corner of Torrey Pines Boulevard and Severance Lane, APN 125-14-403-001, 125-14-403-002, 125-14-403-003, and 125-14-403-004) - County (near Ward 6 - Mack)
34. Approval of Interlocal Agreement 110449 with the Las Vegas Valley Water District for water service at Freedom Park Pool and Bathhouse (\$86,126 - Recreation Capital Projects Fund) - Ward 3 (Reese)

RESOLUTIONS - CONSENT

35. R-152-2004 - Approval of a Resolution Determining the Cost and Directing the City Engineer to prepare the Final Assessment Roll for Special Improvement District No. 1480 - Buffalo Drive (Cheyenne Avenue to Lone Mountain Road) (\$308,608.02 - Capital Projects Fund/Special Assessments) - Ward 4 (Brown)
36. R-153-2004 - Approval of a Resolution fixing the time and place when complaints, protests, and objections to the Final Assessment Roll will be heard for Special Improvement District No. 1480 - Buffalo Drive (Cheyenne Avenue to Lone Mountain Road) (\$308,608.02 - Capital Projects Fund/Special Assessments) - Ward 4 (Brown)
37. R-154-2004 - Approval of a Resolution Determining the Cost and Directing the City Engineer to prepare the Final Assessment Roll for Special Improvement District No. 1495 - Buffalo Drive (Cheyenne Avenue to Lone Mountain Road) (\$12,759.92 - Capital Projects Fund/Special Assessments) - Ward 4 (Brown)
38. R-155-2004 - Approval of a Resolution fixing the time and place when complaints, protests, and objections to the Final Assessment Roll will be heard for Special Improvement District No. 1495 - Buffalo Drive (Cheyenne Avenue to Lone Mountain Road) (\$12,759.92 - Capital Projects Fund/Special Assessments) - Ward 4 (Brown)
39. R-156-2004 - Approval of a Resolution Establishing the Interest Rate for Special Improvement District No. 1499 - Alexander Road (US-95 to Rancho Drive) (\$78,002.48 - Capital Projects Fund/Special Assessments) - Ward 6 (Mack)

RESOLUTIONS - CONSENT

40. R-157-2004 - Approval of a resolution directing the City Treasurer to give notice of the sale of a property (Parcel Number 139-28-201-001) located on the northeast corner of Washington Avenue and Tonopah Drive for which the City holds a Certificate of Sale as the result of the foreclosure of an assessment lien, and providing other matters properly relating thereto - Ward 5 (Weekly)

REAL ESTATE COMMITTEE - CONSENT

41. Approval of entering into negotiations with Investment Equity Development (IED) for the sale of approximately 4.58 acres of City owned land located in the vicinity of Cheyenne Avenue and Durango Drive, APNs 138-08-801-006 and -007 for development of an office park - Ward 4 (Brown)
42. Approval of a Land Lease Agreement between the City of Las Vegas and Southwestco Wireless, LP, d/b/a Verizon Wireless, by Southwestco Wireless, Inc., for a wireless communications system located on approximately 200 square feet of property located at 7151 Oso Blanca Road, commonly known as Mountain Ridge Park (\$386,880 revenue for duration of contract) - Ward 6 (Mack)
43. Approval of a Lease Agreement between the City of Las Vegas and Nevada Hospitality Service, LLC, for a storage area at the Downtown Transportation Center (DTC) located at 300 North Casino Center Boulevard (\$1,200 first year revenue) - Ward 5 (Weekly)
44. Approval of a Lease Agreement between the City of Las Vegas and Nevada Hospitality Service, LLC, for a food cart at the Downtown Transportation Center (DTC) located at 300 North Casino Center Boulevard (\$7,500 first year revenue) - Ward 5 (Weekly)

DISCUSSION / ACTION ITEMS

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. ABEYANCE ITEM - Discussion and possible action on Appeal of Work Card Denial: Michael J. Amsbary, 2725 W. Wigwam Avenue, Apt. 1089, Las Vegas, Nevada 89123
47. Discussion and possible action on Appeal of Work Card Denial: Meredith Howard Polzel, 320 S. First Street, Las Vegas, Nevada 89101

FINANCE & BUSINESS SERVICES - DISCUSSION

48. ABEYANCE ITEM - 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
49. ABEYANCE ITEM - 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)

FINANCE & BUSINESS SERVICES - DISCUSSION

50. Discussion and possible action regarding Temporary Approval of a new Supper Club License subject to the provisions of the fire codes and Health Dept. regulations, Islands Summerlin/Anaheim Hills, LP, dba Islands Fine Burgers & Drinks, 10810 West Charleston Boulevard, Islands Summerlin, LLC, Gen Ptnr, 25%, Islands Anaheim Hills, LLC, Gen Ptnr, 25%, Islands Restaurants, Ltd Ptnr, Mgr, Class B Mmbr, 80%, Douglas E. Kollus, Class A Mmbr, 10%, Michael B. Smith, Class A Mmbr, 4%, Reiko L. Matsumoto, Class A Mmbr, 3.4%, Lewis M. Jackson, Class A Mmbr, 2%, Robert L. Richards, Jr., Class A Mmbr, .6% - Ward 2 (Wolfson)

51. Discussion and possible action regarding Change of Ownership and Business Name for a Tavern License and a new Restricted Gaming License for 10 slots subject to the provisions of the fire codes and Health Dept. regulations, From: B4 and After, a Limited Partnership, dba Bunkhouse, Thomas M. Burns, Gen Ptnr, 33 1/3%, Stewart L. Bell, Ltd Ptnr, 33 1/3%, James M. Bixler, Ltd Ptnr, 33 1/3%, To: Quality Commercial Maintenance, Inc., dba The Bunkhouse, 124 South 11th Street, Charles J. Fox, Dir, Pres, Secy, Treas, 100% - Ward 1 (Moncrief)

52. Discussion and possible action regarding Temporary Approval of Change of Ownership for a Pawnbroker/Pistol Permit and a Class II Secondhand Dealer License, From: Camco, Inc., Steven A. Mack, COB, CEO, Bryan W. Waters, Pres, COO, Marco A. Herrera, VP, Secy, Steven Mack Revocable Trust, 100%, Steven A. Mack, Trustee, To: Cash America, Inc. of Nevada, dba SuperPawn: 1150 South Rainbow Boulevard; 3270 South Valley View Boulevard; 126 South 1st Street, Daniel Ray Feehan, Dir, CEO, Pres, Cash America International, Inc., 100%, Daniel R. Feehan, Dir, CEO, Pres - Ward 1 (Moncrief)

53. Discussion and possible action regarding Temporary Approval of Change of Ownership for a Pawnbroker/Pistol Permit and a Class II Secondhand Dealer License, From: Camco, Inc., Steven A. Mack, COB, CEO, Bryan W. Waters, Pres, COO, Marco A. Herrera, VP, Secy, Steven Mack Revocable Trust, 100%, Steven A. Mack, Trustee, To: Cash America, Inc. of Nevada, dba SuperPawn, 7585 West Washington Avenue, Daniel Ray Feehan, Dir, CEO, Pres, Cash America International, Inc., 100%, Daniel R. Feehan, Dir, CEO, Pres - Ward 2 (Wolfson)

54. Discussion and possible action regarding Temporary Approval of Change of Ownership for a Pawnbroker/Pistol Permit and a Class II Secondhand Dealer License, From: Camco, Inc., Steven A. Mack, COB, CEO, Bryan W. Waters, Pres, COO, Marco A. Herrera, VP, Secy, Steven Mack Revocable Trust, 100%, Steven A. Mack, Trustee, To: Cash America, Inc. of Nevada, dba SuperPawn: 515 East St. Louis Avenue; 2300 East Charleston Boulevard, Daniel Ray Feehan, Dir, CEO, Pres, Cash America International, Inc., 100%, Daniel R. Feehan, Dir, CEO, Pres - Ward 3 (Reese)

55. Discussion and possible action regarding Temporary Approval of Change of Ownership for a Pawnbroker/Pistol Permit and a Class II Secondhand Dealer License, From: Camco, Inc., Steven A. Mack, COB, CEO, Bryan W. Waters, Pres, COO, Marco A. Herrera, VP, Secy, Steven Mack Revocable Trust, 100%, Steven A. Mack, Trustee, To: Cash America, Inc. of Nevada, dba SuperPawn, 5910 West Lake Mead Boulevard, Daniel Ray Feehan, Dir, CEO, Pres, Cash America International, Inc., 100%, Daniel R. Feehan, Dir, CEO, Pres - Ward 5 (Weekly)

56. Discussion and possible action regarding Temporary Approval of Change of Ownership for a Pawnbroker/Pistol Permit and a Class II Secondhand Dealer License, From: Camco, Inc., Steven A. Mack, COB, CEO, Bryan W. Waters, Pres, COO, Marco A. Herrera, VP, Secy, Steven Mack Revocable Trust, 100%, Steven A. Mack, Trustee, To: Cash America, Inc. of Nevada, dba SuperPawn: 4111 North Rancho Drive; 6824 West Cheyenne Avenue, Daniel Ray Feehan, Dir, CEO, Pres, Cash America International, Inc., 100%, Daniel R. Feehan, Dir, CEO, Pres - Ward 6 (Mack)

57. Discussion and possible action regarding a Six Month Review of a Beer/Wine/Cooler Off-sale License, Melva Boyd, dba Lucky Champ, 1420 West Bonanza Road, Melva D. Boyd, 100% - Ward 5 (Weekly)

58. Discussion and possible action regarding Temporary Approval of a new Wholesale General License, Vin Sauvage, LLC, dba Vin Sauvage, LLC, 4050 West Sunset Road, Suite D, Sauvage Gas Company, Mmbr, 100%, Ward A. Sauvage, Dir, Pres, David E. Miller, Dir, Secy, Treas, Alan Savage, Mgr - County

HUMAN RESOURCES - DISCUSSION

59. Discussion and possible action to create thirty-four (34) regular full time Corrections Officer positions and three (3) regular full time Corrections Sergeant positions to supervise inmates at the City Detention Center (\$1,783,419 - General Fund) - Ward 3 (Reese)

PLANNING & DEVELOPMENT - DISCUSSION

60. Discussion regarding possible changes to current Title 19.14.060 and 19.14.100 dimensional and other standards for On-Premise Free Standing Signs and Off-Premise Signs (billboards) and to direct staff accordingly - All Wards

RESOLUTIONS - DISCUSSION

61. R-158-2004 - Discussion and possible action on a Resolution to encourage volunteerism and public stewardship through the Take Pride in America Program - All Wards

BOARDS & COMMISSIONS - DISCUSSION

62. ANIMAL ADVISORY COMMITTEE – Staci Columbo, Term Expiration 11-15-2004
63. SENIOR CITIZEN LAW PROJECT ADVISORY BOARD – Kimberly Malloy, Term Expiration 11-1-2004
64. Appointment of Members to the Community Development Recommending Board

REAL ESTATE COMMITTEE - DISCUSSION

65. Discussion and possible action regarding a Disposition and Development Agreement (DDA) between CityMark Development LLC (CityMark) and Office District Parking I, Inc., (ODP) for the site located at 3rd Street and Bonneville Avenue, totaling approximately 2.38 acres (the Site), APNs 139-34-311-095 to -102 and -105 to -110 (Gain of \$5,196,200) - Ward 1 (Moncrief)

RECOMMENDING COMMITTEE REPORT - DISCUSSION

BILLS ELIGIBLE FOR ADOPTION AT THIS MEETING

66. 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
67. 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.)

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.

68. 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

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.

69. Bill No. 2004-69 - Establishes new solid waste and recycling regulations. Proposed by: Mark R. Vincent, Director of Finance and Business Services

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.

70. Bill No. 2004-70 - Annexation No. ANX-4957 - Property location: On the north side of Ann Road, east and west of Mustang Road (aka Mustang Street); Petitioned by: Matrix Development Corporation, et al.; Acreage: 10.69 acres; Zoned: R-E (County zoning), U (R) and U (RE) (City equivalents). Sponsored by: Councilman Michael Mack

1:00 P.M. - AFTERNOON SESSION

BUSINESS ITEMS - AFTERNOON

71. 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

72. ABEYANCE ITEM - Hearing to consider the appeal regarding the Zoning Violations/Nuisance Notice and Order to Comply regarding 6318 West Sahara Avenue. PROPERTY OWNERS: C S S SAHARA LP - Ward 1 (Moncrief)
73. Public hearing to consider the report of expenses to recover costs for abatement of dangerous buildings, a public nuisance and an imminent hazard located at 15 West Owens Avenue. PROPERTY OWNERS: WEST OWENS MANAGEMENT GROUP, LLC, CCSD PROPERTIES, INC., DAVID DIMARCO, SANDI DIMARCO, AND T & B DEL CORP. - Ward 5 (Weekly)

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 - DISCUSSION

74. DIR-5079 - ABEYANCE ITEM - APPLICANT/OWNER: SCOTCH EIGHTY HOMEOWNERS ASSOCIATION - Appeal of Director's decision per Title 19.00.070.F to deny the application of a Petition to Vacate public streets located within the Scotch Eighty Subdivision for failure to comply with Title 19.04.040, Ward 1 (Moncrief). Staff recommends DENIAL
75. RQR-5115 - PUBLIC HEARING - APPLICANT/OWNER: UNITED BROTHERS ENTERPRISES - Request for a Required Six Month Review of AN APPROVED REVIEW OF CONDITION (ROC-3797) OF AN APPROVED SPECIAL USE PERMIT (U-0088-01), WHICH ALLOWED THE INDIVIDUAL SALES OF ANY SIZE BEER, WINE COOLERS, AND SCREW CAP WINE at 2320 East Fremont Street (APN 139-35-805-001), C-2 (General Commercial) Zone, Ward 3 (Reese). Staff recommends APPROVAL
76. RQR-5238 - PUBLIC HEARING - APPLICANT/OWNER: COSTCO WHOLESALE - Required One Year Review of an approved Review of Condition (ROC-2882) of an approved Special Use Permit (U-0171-00) WHICH ALLOWED THE DELIVERY OF PACKAGED LIQUOR BETWEEN THE HOURS OF 6 AM AND 6 PM WHERE THE DELIVERY HOURS WERE RESTRICTED TO 6 AM TO NOON at 801 South Pavilion Center Drive (APN 137-35-714-001), P-C (Planned Community) Zone, Ward 2 (Wolfson). Staff recommends APPROVAL
77. ROC-5057 - ABEYANCE ITEM - 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
78. ROC-5250 - PUBLIC HEARING - APPLICANT: TIM C. AYALA - OWNER: FRANCISCO MENDOZA - Request for a Review of Condition Number 3 of an approved Rezoning (ZON-3474) TO ALLOW SITE DEVELOPMENT PLAN REVIEW APPLICATIONS TO BE SUBMITTED ON AN INDIVIDUAL BASIS, WHERE A COMPREHENSIVE SITE PLAN, INCLUDING ALL LOTS, WAS REQUIRED TO BE SUBMITTED FOR APPROVAL BY THE PLANNING AND DEVELOPMENT DEPARTMENT AND THE DEPARTMENT OF PUBLIC WORKS PRIOR TO THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY FOR ANY OF THE LOTS INVOLVED IN THE REZONING on 1.7 acres at 600 to 804 North Jones Boulevard (APN 138-25-310-001 through 009), R-1 (Single Family Residence) Zone under Resolution of Intent to P-R (Professional Office and Parking), Ward 2 (Wolfson). Staff recommends DENIAL. (NOTE: SUBSEQUENT TO THE MAILING OF PUBLIC HEARING NOTICES, THE AGENDA HEADING WAS REVISED)
79. SDR-4498 - ABEYANCE ITEM - 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
80. SDR-4992 - PUBLIC HEARING - APPLICANT/OWNER: D.R. HORTON - Request for a Site Development Plan Review FOR A PROPOSED 94 LOT SINGLE FAMILY RESIDENTIAL DEVELOPMENT on 15.17 acres adjacent to the southeast corner of Deer Springs Way and Campbell Road (APN 125-20-301-006, 007 and 015), U (Undeveloped) Zone [TC (Town Center) General Plan designation] under Resolution of Intent to T-C (Town Center) and T-C (Town Center) Zone, Ward 6 (Mack). The Planning Commission (4-0-2 vote) and staff recommend APPROVAL
81. WVR-4833 - PUBLIC HEARING - APPLICANT: RICHMOND AMERICAN HOMES - OWNER: RANDEER, LLC - Request for a Waiver to Title 18.12.160 TO ALLOW APPROXIMATELY 90 FEET BETWEEN STREET INTERSECTIONS WHERE 220 FEET IS THE MINIMUM DISTANCE SEPARATION REQUIRED adjacent to the northwest corner of Cimarron Road and Deer Springs Way (APN 125-21-202-004), T-C (Town Center) Zone, Ward 6 (Mack). Staff recommends DENIAL. The Planning Commission (5-0-1 vote) recommends APPROVAL

PLANNING & DEVELOPMENT - DISCUSSION

82. SDR-4832 - PUBLIC HEARING - APPLICANT: RICHMOND AMERICAN HOMES - OWNER: RANDEER, LLC - Request for an Site Development Plan Review FOR A 131 LOT SINGLE FAMILY DETACHED DEVELOPMENT on 11.3 acres adjacent to the northwest corner of Cimarron Road and Deer Springs Way (APN 125-21-202-004), TC (Town Center) Zone, Ward 6 (Mack). Staff recommends DENIAL. The Planning Commission (5-0-1 vote) recommends APPROVAL. (NOTE: Approval was for 70 units)

83. MOD-4632 - PUBLIC HEARING - APPLICANT: ROYAL CONSTRUCTION - OWNER: SHADOW HILLS PLAZA, LLC - Request for a Major Modification to the Lone Mountain Master Development Plan FROM: VC (VILLAGE COMMERCIAL) TO: MLA (MEDIUM-LOW ATTACHED RESIDENTIAL) on 3.7 acres adjacent to the southwest corner of Buckskin Avenue and Shady Timber Street (a portion of APN 137-12-401-022 and a portion of 137-12-801-001), U (Undeveloped) Zone [PCD (Planned Community Development) General Plan Designation] under Resolution of Intent to PD (Planned Development), Ward 4 (Brown). Staff recommends DENIAL. The Planning Commission (5-0-1 vote) recommends APPROVAL

84. WVR-4754 - PUBLIC HEARING - APPLICANT: ROYAL CONSTRUCTION - OWNER: SHADOW HILLS PLAZA, LLC - Request for Waivers of TITLE 18.12.160 TO ALLOW A 210-FOOT SEPARATION DISTANCE BETWEEN INTERSECTIONS WHERE A MINIMUM OF 220 FEET IS REQUIRED WHEN PROVIDING EXTERNAL ACCESS FROM A SUBDIVISION TO AN EXISTING STREET HAVING A RIGHT-OF-WAY WIDTH OF 60 FEET OR MORE AND OF 18.12.130 TO ALLOW A PRIVATE DRIVE GREATER THAN 150 FEET WITHOUT A CIRCULAR TURN-AROUND OR EMERGENCY SERVICE VEHICLE ACCESS GATE, IN CONJUNCTION WITH A PROPOSED 44-LOT SINGLE-FAMILY ATTACHED RESIDENTIAL DEVELOPMENT on 3.70 acres adjacent to the southwest corner of Shady Timber Street and Buckskin Avenue (a portion of APN 137-12-401-022 and a portion of 137-12-801-001), U (Undeveloped) Zone [PCD (Planned Community Development) General Plan Designation] under Resolution of Intent to PD (Planned Development) [Village Commercial Lone Mountain Special Land Use Designation - PROPOSED: MLA (Medium-Low Attached Residential)], Ward 4 (Brown). Staff recommends DENIAL. The Planning Commission (5-0-1 vote) recommends APPROVAL

85. SDR-4751 - PUBLIC HEARING - APPLICANT: ROYAL CONSTRUCTION - OWNER: SHADOW HILLS PLAZA, LLC - Request for a Site Development Plan Review FOR A PROPOSED 44-LOT SINGLE-FAMILY ATTACHED RESIDENTIAL DEVELOPMENT on 3.70 acres adjacent to the southwest corner of Shady Timber Street and Buckskin Avenue (a portion of APN 137-12-401-022 and a portion of 137-12-801-001), U (Undeveloped) Zone [PCD (Planned Community Development) General Plan Designation] under Resolution of Intent to PD (Planned Development) [Village Commercial Lone Mountain Special Land Use Designation - PROPOSED: MLA (Medium-Low Attached Residential)], Ward 4 (Brown). Staff recommends DENIAL. The Planning Commission (5-0-1 vote) recommends APPROVAL

86. 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

87. VAC-4747 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT/OWNER: M T C 118, INC. - Petition to Vacate the stubbed portion of Wittig Avenue east of Durango Drive, Ward 6 (Mack). The Planning Commission (3-2 vote) and staff recommend APPROVAL

88. VAC-4948 - PUBLIC HEARING - APPLICANT: KIMBALL HILL HOMES - OWNER: CLIFF'S EDGE, LLC - Request for a Petition of Vacation to vacate U. S. Government Patent Reservations generally located south of Elkhorn Road, between Puli Road and Shaumber Road, Ward 6 (Mack). The Planning Commission (5-0-1 vote) and staff recommend APPROVAL

89. VAC-4949 - PUBLIC HEARING - APPLICANT: KIMBALL HILL HOMES - OWNER: CLIFF'S EDGE, LLC - Request for a Petition of Vacation to vacate U. S. Government Patent Reservations generally located south of Elkhorn Road, between Shaumber Road and Hualapai Way, Ward 6 (Mack). The Planning Commission (5-0-1 vote) and staff recommend APPROVAL

90. VAC-4967 - PUBLIC HEARING - APPLICANT/OWNER: SAMER NAKHLE - Request for a Petition to vacate a portion of the south half of Holmby Avenue, east of Belcastro Street, south of Holmby Avenue, Ward 1 (Moncrief). The Planning Commission (6-0 vote) and staff recommend APPROVAL

PLANNING & DEVELOPMENT - DISCUSSION

91. VAR-4934 - PUBLIC HEARING - APPLICANT/OWNER: KENNINGTON DEVELOPMENT, LLC - Request for a Variance to ALLOW A LOT WIDTH OF 99 FEET WHERE 100 FEET IS THE MINIMUM WIDTH REQUIRED FOR A PROPOSED THREE LOT SINGLE FAMILY RESIDENTIAL DEVELOPMENT on 1.79 acres adjacent to the southeast corner of Jones Boulevard and Whispering Sands Drive (APN 125-13-201-001), R-E (Residence Estates) Zone, Ward 6 (Mack). The Planning Commission (5-0 vote) and staff recommend APPROVAL

92. SUP-4933 - PUBLIC HEARING - APPLICANT/OWNER: KENNINGTON DEVELOPMENT, LLC - Request for a Special Use Permit to ALLOW A PRIVATE STREET FOR A PROPOSED THREE LOT SINGLE FAMILY RESIDENTIAL DEVELOPMENT adjacent to the southeast corner of Jones Boulevard and Whispering Sands Drive (APN 125-13-201-001), R-E (Residence Estates) Zone, Ward 6 (Mack). The Planning Commission (5-0 vote) and staff recommend APPROVAL

93. VAR-4986 - PUBLIC HEARING - APPLICANT/OWNER: RODRIGO AND TERESITA HERRERA - Request for a Variance TO ALLOW 21 PARKING SPACES WHERE 32 ARE REQUIRED on 0.44 acres at 946 East Sahara Avenue (APN 162-03-801-114), C-1 (Limited Commercial) Zone, Ward 3 (Reese). Staff recommends DENIAL. The Planning Commission (5-1 vote) recommend APPROVAL

94. SDR-4990 - PUBLIC HEARING - APPLICANT/OWNER: RODRIGO AND TERESITA HERRERA - Request for a Site Development Plan Review FOR A RETAIL BUILDING AND WAIVERS OF SETBACK AND LANDSCAPING STANDARDS on 0.44 acres at 946 East Sahara Avenue (APN 162-03-801-114), C-1 (Limited Commercial) Zone, Ward 3 (Reese). Staff recommends DENIAL. The Planning Commission (5-1 vote) recommends APPROVAL

95. RQR-5234 - PUBLIC HEARING - APPLICANT: EXPRESS CASH AND LOANS - - OWNER: NERCES HIMIDIAN LIVING TRUST - Required Six Month Review of an approved Special Use Permit (SUP-3747) WHICH ALLOWED A FINANCIAL INSTITUTION, SPECIFIED at 1426 East Charleston Boulevard, Suite 110 (APN 162-02-110-007), C-1 (Limited Commercial) Zone, Ward 3 (Reese). Staff recommends DENIAL

96. RQR-4669 - ABEYANCE ITEM - 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

97. RQR-4959 - PUBLIC HEARING - APPLICANT: LAMAR ADVERTISING - OWNER: FOSTER DAY CORPORATION - Appeal filed by the applicant from the Denial by the Planning Commission on a Required Two Year Review of an approved Special Use Permit (U-0036-95) WHICH ALLOWED A 40 FOOT HIGH, 14-FOOT X 48-FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGN at 2401 North Decatur Boulevard (APN 138-13-801-083), C-1 (Limited Commercial) Zone, Ward 5 (Weekly). The Planning Commission (6-0 vote) and staff recommend DENIAL

98. SUP-4594 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: MOUNTAIN VIEW ESTATES - OWNER: SAIITTA 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

99. SUP-4844 - ABEYANCE ITEM - 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

PLANNING & DEVELOPMENT - DISCUSSION

100. SUP-4918 - ABEYANCE ITEM - 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

101. SUP-4694 - PUBLIC HEARING - APPLICANT: ORION OUTDOOR MEDIA - OWNER: RICHARD AND BARBARA STIMAC AND KAY RODRIGUEZ - Request for a Special Use Permit FOR A PROPOSED 40-FOOT TALL, 14-FOOT BY 48-FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGN at 7075 West Craig Road (APN 138-03-701-003), C-1 (Limited Commercial) Zone Ward 6 (Mack). The Planning Commission (6-0 vote) and staff recommend APPROVAL

102. SUP-4814 - PUBLIC HEARING - APPLICANT: HANDY CASH LOAN CENTERS - OWNER: CHEYENNE LORENZI, LTD - Appeal filed by the applicant from the Denial by the Planning Commission on a request for a Special Use Permit FOR A FINANCIAL INSTITUTION, SPECIFIED WITH A SEPARATION OF ZERO FEET WHERE 200 IS REQUIRED FROM A RESIDENTIAL PROPERTY, A SEPARATION OF 800 FEET WHERE 1,000 FEET IS REQUIRED FROM A SIMILAR USE, AND A WAIVER OF THE 1,500 SQUARE FOOT INTERIOR SPACE REQUIREMENT adjacent to the southeast corner of Cheyenne Avenue and Rainbow Boulevard (APN 138-14-101-005), C-1 (Limited Commercial) Zone, Ward 6 (Mack). The Planning Commission (6-0 vote) and staff recommend DENIAL

103. SUP-4953 - PUBLIC HEARING - APPLICANT: KELLY'S KASINO - OWNER: SIXTH PLAZA, LLC - Request for a Special Use Permit FOR A TAVERN AND WAIVER FROM THE 1,500 FOOT DISTANCE SEPARATION REQUIREMENT FROM AN EXISTING TAVERN adjacent to the southeast corner of Craig Road and Jones Boulevard (APN 138-01-312-002), C-1 (Limited Commercial) Zone, Ward 6 (Mack). The Planning Commission (5-0 vote) and staff recommend APPROVAL

104. SUP-4975 - PUBLIC HEARING - APPLICANT: DOLLAR FINANCE - OWNERS: JIMMY SPIROPOLOUS TRUST AND NICK AND MARK KEZIOS FAMILY TRUST - Request for a Special Use Permit FOR A FINANCIAL INSTITUTION, SPECIFIED TO ALLOW A 19 FOOT MINIMUM DISTANCE SEPARATION FROM RESIDENTIAL PROPERTY WHERE 200 FEET IS REQUIRED, AND 634 FEET FROM A SIMILAR USE WHERE 1,000 FEET IS REQUIRED at 4225 West Sahara Avenue (APN 162-07-501-004), C-1 (Limited Commercial) Zone, Ward 1 (Moncrief). Staff recommends DENIAL. The Planning Commission (5-1 vote) recommends APPROVAL

105. SUP-4984 - PUBLIC HEARING - APPLICANT: OCHA CUISINE - OWNER: RICHARD L. CALCATERRA 1985 TRUST AND MELISSA F. CALCATERRA 1985 TRUST - Request for a Special Use Permit FOR A RESTAURANT SERVICE BAR at 2211 Las Vegas Boulevard South (APN 162-03-410-006), C-2 (General Commercial) Zone, Ward 3 (Reese). The Planning Commission (5-0-1 vote) and staff recommend APPROVAL

106. SUP-4994 - PUBLIC HEARING - APPLICANT: MILFORD MAYNARD - OWNER: HUGH N. CANADY - Request for a Special Use Permit FOR A FINANCIAL INSTITUTION, SPECIFIED AND A WAIVER TO ALLOW 1,025 SQUARE FEET OF FLOOR AREA WHERE 1,500 SQUARE FEET IS REQUIRED at 1591 North Decatur Boulevard (APN 138-25-503-005), C-1 (Limited Commercial) Zone, Ward 1 (Moncrief). The Planning Commission vote (3-3) ended in a tie, therefore it is going forward with NO RECOMMENDATION. Staff recommends DENIAL.

107. SUP-4996 - PUBLIC HEARING - APPLICANT: EN ENGINEERING - OWNER: MARY BARTSAS 13, LLC - Request for a Special Use Permit FOR A HOME IMPROVEMENT WAREHOUSE STORE adjacent to the northwest corner of Craig Road and Jones Boulevard (a portion of APN 138-02-601-004), R-E (Residence Estates) Zone under Resolution of Intent to C-1 (Limited Commercial), Ward 6 (Mack). The Planning Commission (6-0 vote) and staff recommend APPROVAL

108. SDR-4995 - PUBLIC HEARING - APPLICANT: EN ENGINEERING - OWNER: MARY BARTSAS 13, LLC - Request for a Site Development Plan Review FOR A 204,193 SQUARE FOOT COMMERCIAL DEVELOPMENT AND A WAIVER OF THE BUILD TO LINE STANDARDS on 16.5 acres adjacent to the northwest corner of Craig Road and Jones Boulevard (a portion of APN 138-02-601-004), R-E (Residence Estates) Zone under Resolution of Intent to C-1 (Limited Commercial), Ward 6 (Mack). The Planning Commission (6-0 vote) and staff recommend APPROVAL

PLANNING & DEVELOPMENT - DISCUSSION

109. ZON-4981 - PUBLIC HEARING - APPLICANT: KIMBALL HILL HOMES - OWNER: UNITED STATES OF AMERICA - Request for a Rezoning FROM: U (UNDEVELOPED) [ML (MEDIUM-LOW DENSITY RESIDENTIAL) GENERAL PLAN DESIGNATION] TO: R-PD6 (RESIDENTIAL PLANNED DEVELOPMENT - 6 UNITS PER ACRE) on 5.09 acres at the northwest corner of Tee Pee Lane and Farm Road (a portion of APN 125-18-601-015), Ward 6 (Mack). The Planning Commission (5-0-1 vote) and staff recommend APPROVAL
110. SDR-4982 - PUBLIC HEARING - APPLICANT: KIMBALL HILL HOMES - OWNER: UNITED STATES OF AMERICA - Request for a Site Development Plan Review FOR A 26 LOT SINGLE FAMILY DETACHED RESIDENTIAL DEVELOPMENT on 5.09 acres at the northwest corner of Tee Pee Lane and Farm Road (a portion of APN 125-18-601-015), U (Undeveloped) Zone [ML (Medium-Low Density Residential) General Plan Designation] [PROPOSED: R-PD6 (Residential Planned Development - 6 Units Per Acre)], Ward 6 (Mack). The Planning Commission (5-0-1 vote) and staff recommend APPROVAL
111. ZON-4987 - PUBLIC HEARING - APPLICANT/OWNER: LOENIDAS P. AND WANDA M. FLANGAS - Request for a Rezoning FROM: R-E (RESIDENCE ESTATES) TO: R-D (SINGLE FAMILY RESIDENTIAL-RESTRICTED) on 3.88 acres adjacent to southeast corner of Jones Boulevard and La Madre Way (APN 125-36-401-017), Ward 6 (Mack). The Planning Commission (4-1-1 vote) and staff recommend APPROVAL
112. SUP-4988 - PUBLIC HEARING - APPLICANT/OWNER: LOENIDAS P. AND WANDA M. FLANGAS - Request for a Special Use Permit FOR PRIVATE STREETS IN A PROPOSED 13 LOT SINGLE FAMILY DEVELOPMENT adjacent to the southeast corner of Jones Boulevard and La Madre Way (APN 125-36-401-017), R-E (Residence Estates) Zone [PROPOSED: R-D (Single Family Residential-Restricted)], Ward 6 (Mack). The Planning Commission (4-1-1 vote) and staff recommend APPROVAL
113. WVR-4989 - PUBLIC HEARING - APPLICANT/OWNER: LOENIDAS P. AND WANDA M. FLANGAS - Request for a Waiver of Title 18.12.160 TO ALLOW APPROXIMATELY 200 FEET BETWEEN STREET INTERSECTIONS WHERE 220 FEET IS MINIMUM DISTANCE REQUIRED FOR A PROPOSED 13 LOT SINGLE FAMILY DEVELOPMENT on 3.88 acres adjacent to the southeast corner of Jones Boulevard and La Madre Way (APN 125-36-401-017), R-E (Residence Estates) Zone [PROPOSED: R-D (Single Family Residential-Restricted)], Ward 6 (Mack). The Planning Commission (4-1-1 vote) and staff recommend APPROVAL

SET DATE

114. 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

EXHIBIT B

(Attach Affidavit of Publication of Notice of Sale)

RECEIVED
CITY CLERK

2005 JAN 18 A 11:42

AFFP DISTRICT COURT
Clark County, Nevada

AFFIDAVIT OF PUBLICATION

STATE OF NEVADA)
COUNTY OF CLARK)

SS:

Donna Stark, being 1st duly sworn, deposes and says:

That she is the Legal Clerk for the Las Vegas Review-Journal and the Las Vegas Sun, daily newspapers regularly issued, published and circulated in the City of Las Vegas, County of Clark, State of Nevada, and that the advertisement, a true copy attached for,

LV CITY CLERK
3777285

2296311LV

was continuously published in said Las Vegas Review Journal and/or Las Vegas Sun in 1 edition(s) of said newspaper issued from 01/05/2005 to 01/05/2005, on the following days: JAN. 5, 2005

NOTICE IS HEREBY

GIVEN THAT THE CITY TREASURER OF THE CITY OF LAS VEGAS, at the hour of 2:00 pm, on January 25, 2005, at the City Council Chambers, 400 Stewart Avenue, Las Vegas, Nevada, sell the property identified as PN 139-28-201-001 for which the City holds a certificate of sale as the result of the foreclosure of the assessment lien on the property for Special Improvement District No. 2. The property described is sold to high bidder. The sale shall be provided in NRS 271.620. The certificate of sale currently held by the City will be transferred to the highest bidder who will then be eligible to obtain a deed for the property in the manner provided in NRS 1595.

*Please take Notice that according to records available to the City of Las Vegas, you are the owner or have an interest in a mortgage, deed of trust, other lien or other interest in one of the properties listed above. The City intends to conduct a sale of the property in accordance with the provisions of the above notice and Nevada Revised Statutes. Your ownership of or mortgage, deed of trust, other lien or other interest in the property could be adversely affected by the sale. Under Nevada law, proceeds to property sold convey the entire fee simple title to the property described, stripped of all liens and claims except the liens of other special assessments and general taxes. See NRS 271.600.

IN WITNESS WHEREOF, I have affixed my signature as of December 15, 2004.

/s/ Michael K. Olson
City Treasurer
insert in mailed notice only.
UB: January 5, 12, 20, 2005
Las Vegas Review-Journal

Signed: _____

Donna Stark

SUBSCRIBED AND SWORN BEFORE ME THIS THE _____

12

day of January 2005

Mary B. Sheffield

Notary Public

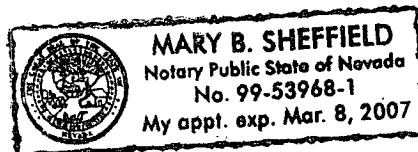


EXHIBIT C

STATE OF NEVADA)
 : ss.
COUNTY OF CLARK)

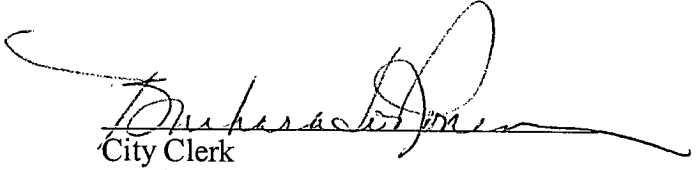
AFFIDAVIT OF MAILING
NOTICE OF SALE

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

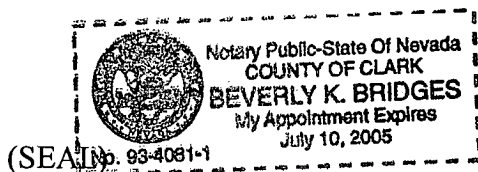
1. Pursuant to Section 3 of the resolution attached hereto, I caused to be mailed a notice in substantially the form attached hereto as Exhibit I to the persons described in paragraph 2 hereof on January 5, 2005, being at least 20 days before the sale, which was held on January 25, 2005.

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

Dated this January 26, 2005.


City Clerk

SUBSCRIBED AND SWORN TO before me this January 26, 2005, by Barbara Jo Ronemus, City Clerk, City of Las Vegas, Nevada.



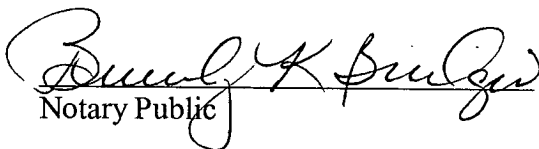

Notary Public

EXHIBIT 1

STATE OF NEVADA)
 :ss.
COUNTY OF CLARK)

AFFIDAVIT OF MAILING
NOTICE OF SALE

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

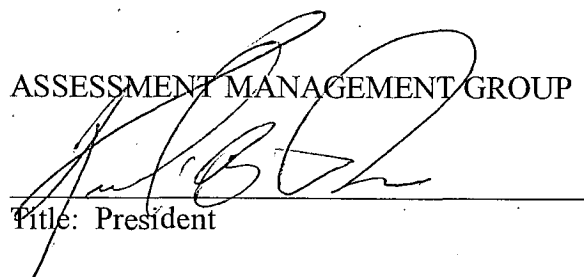
1. Pursuant to Section 3 of the resolution attached hereto, I mailed a Notice in substantially the form attached on the attachment hereto marked Exhibit 2 to the persons described in paragraph 2 hereof on January 5, 2005, being at least 20 days before the sale, which was held on January 25, 2005.

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

3. Receipts from the certified mailing and this affidavit will be retained in the records of the City for parcel 139-28-201-001 (Jermaine L & Armon Kelly) until all of the assessments for those Districts and all bonds pertaining thereto have been paid in full.

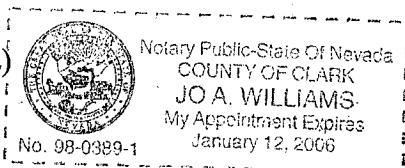
Dated this 25th day of January, 2005.

ASSESSMENT MANAGEMENT GROUP


Title: President

SUBSCRIBED AND SWORN TO before me this 25th day of January, 2005, by Keith B. Davis, President of Assessment Management Group.

(SEAL)



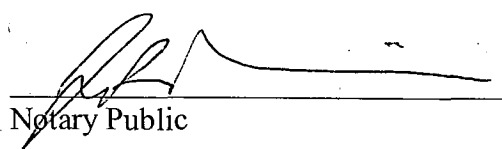

Notary Public

EXHIBIT I

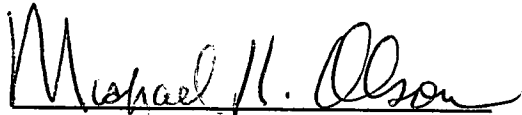
(Attach copy of Notice as Mailed)

Notice is hereby given that the City Treasurer of the City of Las Vegas will at the hour of 2:00 pm. on December 7, 2004, at the City Council Chambers, Las Vegas City Hall Complex, 400 Stewart Avenue, Las Vegas, Nevada, sell the property identified as APN 139-28-201-001 for which the City holds a certificate of sale as the result of the foreclosure of the assessment lien on such property for Special Improvement District No. 412.

The property described above will be sold to highest bidder. The sale shall be held, as provided in NRS 271.620. The certificate of sale currently held by the City will be transferred to the highest bidder who will then be eligible to obtain a deed for the property in the manner provided in NRS 271.595.

Please take Notice that according to records available to the City of Las Vegas, you are the owner of or have an interest in a mortgage, deed of trust, or other lien or other interest in one of the properties listed above. The City intends to conduct a sale of the property in accordance with the provisions of the above notice and Nevada Revised Statutes. Your ownership of or mortgage, deed of trust, other lien or other interest in the property could be adversely affected by the sale. Under Nevada law, deeds to property sold convey the entire fee simple title to the property described, stripped of all liens and claims except the liens of other special assessments and general taxes. See NRS 271.600.

IN WITNESS WHEREOF, I have affixed my signature as of October 20, 2004.


City Treasurer

*Insert in mailed notice only.

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 20, 2004

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD GOECKE

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

REPORT FROM REAL ESTATE COMMITTEE - Councilwoman Moncrief and Councilman Wolfson

Approval of entering into negotiations with Investment Equity Development (IED) for the sale of approximately 4.58 acres of City owned land located in the vicinity of Cheyenne Avenue and Durango Drive, APNs 138-08-801-006 and -007 for development of an office park - Ward 4 (Brown)

Fiscal Impact:

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

PURPOSE/BACKGROUND:

The City of Las Vegas (CLV) purchased the APNs in 1997 in conjunction with the development of Durango Hills Golf Course. CLV wishes to sell the APNs consisting of approximately 4.58 acres and has marketed the APNs for sale since February 2004. IED submitted a Letter of Intent for consideration on July 21, 2004. IED is interested in developing an office park that would be complementary to the surrounding area. CLV would like to continue the negotiation process in hopes of bringing back a Purchase and Sales Agreement for consideration.

RECOMMENDATION:

Staff recommends approval

BACKUP DOCUMENTATION:

1. July 21, 2004, Letter of Intent
2. Site Map
3. Schematic Design Site Plan

MOTION:

REESE - APPROVED Items 3-5 and 7-44 as recommended - UNANIMOUS

Item 6: APPROVED 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.

(9:24 - 9:26)

1-661



INVESTMENT EQUITY BUILDERS

July 21, 2004

Cynthia Inman
Priority One Commercial

Re: Approximately 4.58 acres, Parcels 138-08-801-006/007

Dear Cynthia:

This Letter of Intent (LOI) shall serve as an outline of the basic business terms and conditions upon which Investment Equity Development and/or their assignees ("Buyer") will buy the Property from the City of Las Vegas ("Seller"). The terms and conditions of this Letter of Intent are not binding on either parties. However, if the following terms and conditions are acceptable, the Seller will proceed drafting a Purchase and Sale Agreement that will include the numerous business and legal issues not contemplated herein.

Property: Approximately 4.58 acres, APN: 138-08-801-006/007.

Purchase Price: The Purchase Price shall be \$2,800,000.00 (Two Million Eight Hundred Thousand Dollars) for 4.58 acres.

Earnest Deposit: Within three (3) business days after a fully executed Purchase and Sales Agreement, Buyer will deposit the amount of Twenty Five Thousand Dollars and no/100 Dollars (\$25,000.00) into an escrow account to be held at United Title of Las Vegas, Michelle Robbins as escrow officer ("Escrow Agent"), at which point escrow shall be deemed to have been opened. The deposit shall be fully refundable to Buyer until expiration of the Due Diligence Period, except in the event of default of Seller.

Contingencies Period: the Purchase and Sale Agreement will contain certain contingencies to closing including, but not limited to, the following: Buyer shall have One Hundred Twenty (120) days calendar days to conduct its due diligence examination of the property; approval by City, and City Counsel; (Buyer's) architectural drawings, and any zoning changes of the property which is the ("Due Diligence Period"). This Due Diligence Period shall commence upon opening of escrow. If Buyer does not approve of the Property and is not approved by City or City Counsel, then escrow shall be automatically terminated and Buyer's deposit shall promptly be returned by the Title Company.

Buyer will deposit an additional Seventy Five Thousand Dollars & no/100 (\$75,000.00) after final approval for zoning. Said deposit will be applicable towards the Purchase Price and non-refundable.

Close of Escrow: Escrow shall close sixty (60) days after zoning changes. The purchase shall be all cash at close of Escrow.

Costs & Expenses: Seller shall pay half of the usual escrow fees and any documentary transfer taxes. Buyer and Seller shall pay respectively, the Escrow Holder's customary charges to Buyers and Sellers for document drafting, recording and miscellaneous charges. Taxes, utilities and assessments levied against the Property prior to close of escrow shall be prorated.

Access to Property: Upon execution of the Purchase and Sale Agreement by Buyer and Seller, Buyer and or Buyer's designated representatives and agents shall be given access to the Property and with reasonable notice to Seller for the purpose of conducting physical inspection's of the property. Seller to allow Buyer to place Sign on the property.

Warrants & Representations: The Seller shall give the usual Warrants & Represents to Buyer, and will convey marketable title and free of liens except as resident on the approved preliminary title report.

Commission: To be paid by Seller to Priority One Commercial.

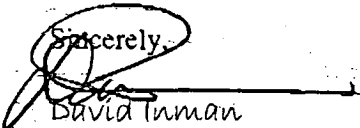
Disclosure: David Inman co-owner of Investment Equity Development is related to Cyndi Inman at Priority One Commercial.

This Letter of Intent is available for Seller's acceptance and approval on or before July 30, 2004, at 5:30 Pm.

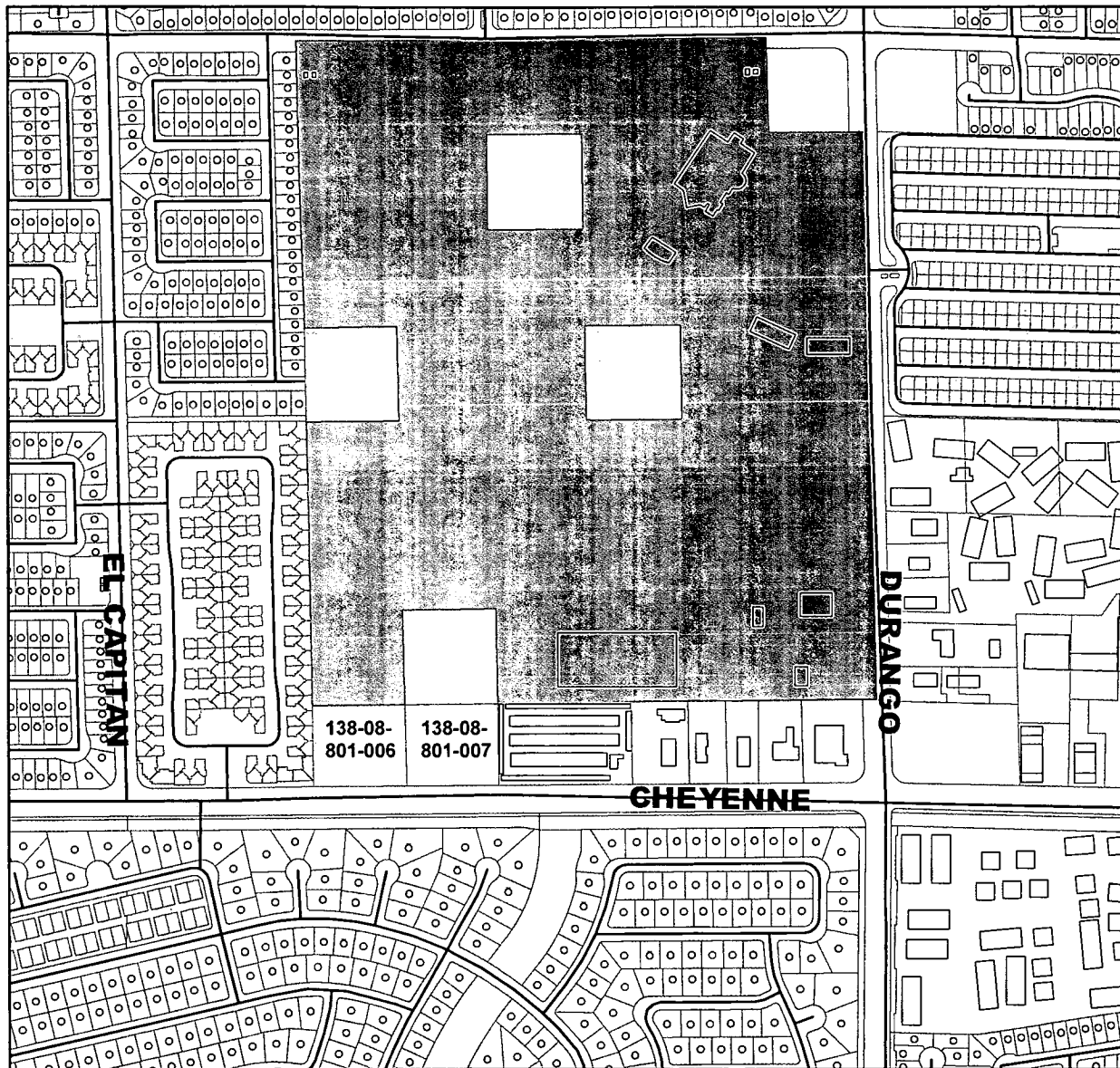
Should these terms be acceptable, please have the proper individual execute and return a copy of this letter to us.

We look forward to hearing from you soon.

Sincerely,


David Inman

Investment Equity Builders
Principal



Site Map

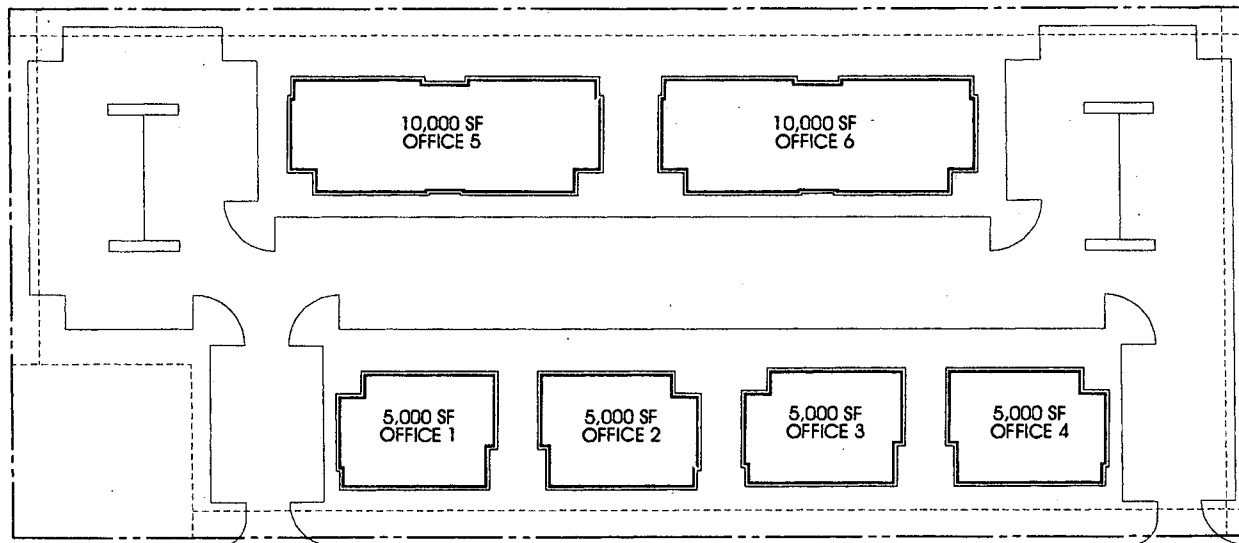
Legend

- Street Centerline
- Parcels
- Building Footprints
- scl_majors
- City of Las Vegas
- Leased
- Applied

Real Estate & Asset Mgmt



10/7/04



CHEYENNE AVE.

Site Data

ASSESSORS PARCEL NUMBER (APN) 138-08-001-006 & 007
CURRENT ZONING C-4
PROPOSED ZONING C-1

PARCELL AREA
SITE GROSS ± 4.3 ACRES GROSS 190,282 S.F.
BUILDING AREA GROSS ± 40,000 S.F.

BUILDING SITE COVERAGE 21 PERCENT

PARKING REQUIRED
OFFICE 471,000 S.F. 168 SPACES

TOTAL PARKING REQUIRED 168 SPACES

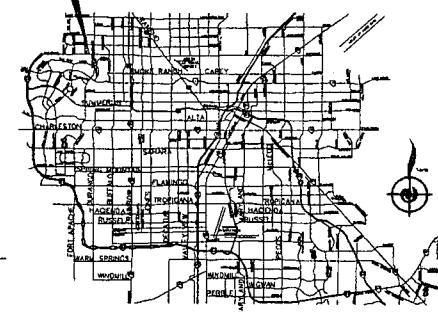
PROVIDED 571,000 S.F. 200 SPACES

Owner / Developer

INVESTMENT EQUITY DEVELOPERS
4560 S. DECATUR, SUITE 200
LAS VEGAS, NEVADA 89103
DAVID L. INMAN (702) 871-4545

PROJECT
LOCATION

Vicinity Map



Site Plan

Scale: 1" = 30'-0"

Cheyenne Fairway Office Park

Note: This plan is Conceptual in Nature and
No Guarantee of its accuracy is implied.

July 13, 2004

Schematic Design

City of Las Vegas, Nevada

© Copyright Indigo Architecture, Inc., 2004



(702) 456-2772

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 20, 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 between the City of Las Vegas and Southwestco Wireless, LP, d/b/a Verizon Wireless, by Southwestco Wireless, Inc., for a wireless communications system located on approximately 200 square feet of property located at 7151 Oso Blanca Road, commonly known as Mountain Ridge Park (\$386,880 revenue for duration of contract) - Ward 6 (Mack)

Fiscal Impact:

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

PURPOSE/BACKGROUND:

On 9/3/03, Council approved staff entering into negotiations with multiple cellular companies for future cell tower land leases. This contract is for 200 square feet and will construct an antenna atop an existing light pole and foundation, equipment shelter and security fencing. Verizon Wireless shall pay the City a one-time administrative fee of \$1,000, construction costs of \$8,000 and the yearly rent will start at \$14,400. The initial term is for five years with three five-year options.

RECOMMENDATION:

Staff recommends approval

BACKUP DOCUMENTATION:

Land Lease Agreement

MOTION:

REESE - APPROVED Items 3-5 and 7-44 as recommended - UNANIMOUS

Item 6: APPROVED 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.

(9:24 - 9:26)

1-661

LAND LEASE AGREEMENT/CELL TOWER

MOUNTAIN RIDGE PARK

This Land Lease Agreement (hereinafter "Lease") is made this ____ day of _____, 200__, by and between the City of Las Vegas, a municipal corporation of the State of Nevada (hereinafter "Lessor") and Southwestco Wireless, LP, a Delaware limited partnership, DBA Verizon Wireless, by Southwestco Wireless Inc. its managing partner (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 antennae atop of a baseball field light pole, equipment shelter, and security fencing at the same location; and

WHEREAS, the public land is located within the boundaries of Mountain Ridge Park, 7151 Oso Blanca Road, Las Vegas, NV, generally located in the vicinity of US-95, north of Deer Springs Way; 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 Southwestco Wireless LP, a Delaware limited partnership, DBA Verizon Wireless, by Southwestco Wireless Inc. its managing partner (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 200 square feet of property located at 7151 Oso Blanca Road, Las Vegas, NV, commonly known as Mountain Ridge Park, (hereinafter "Premises"). A description of the Premises, as depicted on the Site Map, is attached hereto and incorporated herein as Exhibit "A". 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.

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 180 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 Two Hundred and No/100ths Dollars (\$1,200.00) 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 The "Rental Fees" schedule, attached hereto as Exhibit "B" 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) and Lessee shall provide in-kind compensation, paid in advance, in the amount of Eight Thousand and No/100 Dollars (\$8,000) for construction contract costs.

6. THIS SECTION INTENTIONALLY OMITTED

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 antennae atop of a baseball field light pole and foundation, equipment shelter and security fencing, 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. Construction may include, but not be limited to, antennae, equipment shelter, and security fencing. Construction on Premises is restricted to commence no sooner than September 2004 (so baseball fields are not disturbed and play is not disrupted). Light standard removal and replacement shall be coordinated with Neva Evans, City of Las Vegas Public Works Department. Construction consists of replacing an existing light standard with a taller one, building a shelter to house equipment, and obtaining necessary utilities for operation of the cell site. Lessee

shall be required to use the same manufacturer of the light standards presently installed in the park for purposes of replacement, maintenance, and adjustment of lights. Lessee shall contact Neva Evans at 702-229-6978 as the contact person for the City and liaison person with Southwestco Wireless and light manufacturer. Lessee shall guarantee the field lights will not be interrupted more than five (5) days during baseball season, and will have lights engineered, adjusted, and tested per City specifications after replacement of the taller light standard. Lessee shall contact Lee Pringle, City of Las Vegas Leisure Services Department, at 702-229-2092 thirty (30) calendar days prior to removal and replacement of light standard to schedule specific days the ball field will be closed due to the construction.

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 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). If interference is caused by Lessee, Lessee shall reimburse Lessor the reasonable cost of the testing. 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. Lessor shall take prompt action to terminate any interference with Lessee's communications operations that Lessor has the right to terminate, and shall cooperate with Lessee to obtain the termination of any interference with Lessee's communications operations that is beyond the control of Lessor. The parties acknowledge that continuing interference will cause irreparable injury to Lessee, and therefore Lessee shall have the right, in addition to any other rights that it may have at law or in equity, to bring an action against the interfering party to enjoin such interference or to terminate this Lease upon notice to Lessor.

- 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 or to any company acquiring all or substantially all of Lessee's assets, 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
400 Stewart Avenue, 9th Floor
Las Vegas, Nevada 89101

TO LESSEE: Southwestco Wireless, LP, a Delaware limited partnership,
DBA Verizon Wireless, by Southwestco Wireless Inc.
its managing partner
180 Washing Valley Rd.
Bedminster, NJ 07921
Attn: Network Real Estate

WITH A COPY TO: Southwestco Wireless, LP, a Delaware limited partnership,
DBA Verizon Wireless, by Southwestco Wireless Inc.
its managing partner
180 Washing Valley Rd.
Bedminster, NJ 07921
Attn: Legal Department

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 antennae 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. THIS SECTION INTENTIONALLY OMITTED

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.

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...

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 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 or to the City's lockbox, which address is on the return envelope provided with monthly statement.

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 has entered 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, Southwestco Wireless LP, a Delaware limited partnership, DBA Verizon Wireless, by Southwestco Wireless Inc. its managing partner, will provide a disclosure in the form attached hereto as Exhibit "E". If Southwestco Wireless LP, a Delaware limited partnership, DBA Verizon Wireless, by Southwestco Wireless Inc. its managing partner, 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, Southwestco Wireless LP, a Delaware limited partnership, DBA Verizon Wireless, by Southwestco Wireless Inc. its managing partner, 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 RONEUMUS, City Clerk

APPROVED AS TO FORM:

Thomas R. Green 10/01/04
City Attorney Date

"Lessee"
Southwestco Wireless LP, a Delaware limited partnership, DBA Verizon Wireless by Southwestco Wireless, Inc. its managing partner

By: _____
ROBERT F. SWAINE
West Area Vice President - Network

ACKNOWLEDGEMENTS

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On this ____ day of _____, 200__, 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.

NOTARY PUBLIC, in and for said
County and State

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On this ____ day of _____, 200__, 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

Legend

- Street Centerline
-  Leased
-  Applied
-  Parcels

Real Estate & Asset Mgmnt



10/7/2004

EXHIBIT "B"

MOUNTAIN RIDGE PARK

RENTAL FEES

**MONTHLY/YEARLY
RENTAL PAYMENT CALCULATIONS**

INITIAL 5-YEAR TERM	MONTHLY RENTAL PAYMENT	TOTAL YEARLY AMOUNT
1st YEAR	\$1,200.00	\$14,400.00
2nd YEAR	\$1,236.00	\$14,832.00
3rd YEAR	\$1,273.00	\$15,276.00
4th YEAR	\$1,311.00	\$15,732.00
5th YEAR	\$1,350.00	\$16,200.00

FIRST 5-YEAR RENEWAL TERM	MONTHLY RENTAL PAYMENT	TOTAL YEARLY AMOUNT
1st YEAR	\$1,391.00	\$16,692.00
2nd YEAR	\$1,433.00	\$17,196.00
3rd YEAR	\$1,476.00	\$17,712.00
4th YEAR	\$1,520.00	\$18,240.00
5th YEAR	\$1,566.00	\$18,792.00

SECOND 5-YEAR RENEWAL TERM	MONTHLY RENTAL PAYMENT	TOTAL YEARLY AMOUNT
1st YEAR	\$1,613.00	\$19,356.00
2nd YEAR	\$1,661.00	\$19,932.00
3rd YEAR	\$1,711.00	\$20,532.00
4th YEAR	\$1,762.00	\$21,144.00
5th YEAR	\$1,815.00	\$21,780.00

THIRD 5-YEAR RENEWAL TERM	MONTHLY RENTAL PAYMENT	TOTAL YEARLY AMOUNT
1st YEAR	\$1,869.00	\$22,428.00
2nd YEAR	\$1,925.00	\$23,100.00
3rd YEAR	\$1,983.00	\$23,796.00
4th YEAR	\$2,042.00	\$24,504.00
5th YEAR	\$2,103.00	\$25,236.00

EXHIBIT "C"

PLANS & DETAILS

Due to the size and volume of Exhibit "C" it is on file with the City Clerk's Office, 400 Stewart Avenue, 1st Floor, Las Vegas, Nevada 89101.

EXHIBIT "D"

INSURANCE REQUIREMENTS

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.

DISCLOSURE OF PRINCIPLES

Southwestco Wireless LP, a
Delaware limited partnership,
DBA Verizon Wireless

Its managing partnera

State of)
) ss.
County of)

Subscribed and sworn to before me this
day of _____, 200__.

Notary Public

verizonwireless

15505 SAND CANYON AVE.
BUILDING D-1
IRVINE, CA. 92618

EXHIBIT "C"

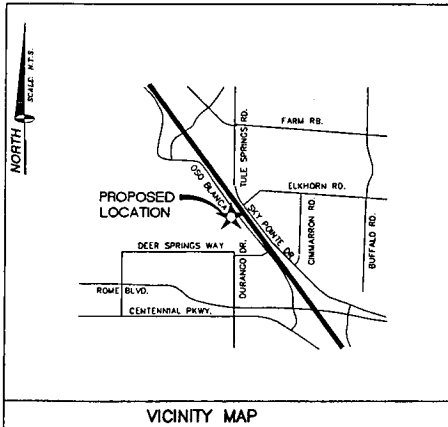
LSV-ALDER MEADOWS

7151 OSO BLANCA RD
LAS VEGAS, NEVADA 89149

THE PROPOSED PROJECT INCLUDES:

- INSTALLATION OF WIRELESS ANTENNAS ON A NEW 80' LIGHT STANDARD AT A CENTERLINE HEIGHT OF 80' WITH FIELD LIGHTS RELOCATED FROM EXISTING LIGHT STANDARD AT SAME CENTERLINE HEIGHT.
- INSTALLATION OF A 12'x28' EQUIPMENT SHELTER ON A CONCRETE PAD.
- INSTALLATION OF ONE GPS ANTENNA.
- COAXIAL CABLE RUNS FROM RADIOS TO ANTENNAS.
- NEW TELEPHONE CONDUIT RUN TO CABINETS.
- NEW 200A DEDICATED ELECTRICAL SERVICE TO METER.
- INSTALLATION 6' BLOCK WALL.
- INSTALLATION (2) 8' SOLID METAL GATES.

PROJECT DESCRIPTION



VICINITY MAP

APPLICANT/ESSEE

VERIZON WIRELESS
CONSTRUCTION MANAGER
475 ROCK QUARRY WAY
NORTH LAS VEGAS, NV 89032
839-5320 OR 378-6008
CONTACT: BOBBY COSTA

PROPERTY INFORMATION

OWNER: USA-CITY OF LAS VEGAS
ADDRESS: 400 EAST STEWART AVE
LAS VEGAS, NV 89101
CONTACT: DAVIS ROARK
(702) 229-1021

AREA OF CONSTRUCTION: 630± SQ. FT.
OCCUPANCY TYPE: S-2
CONSTRUCTION TYPE: V-B
CURRENT ZONING: T-C
ZONING APPLICATION #: ADMINISTRATIVE APPROVED 02/23/04
A.P.N.: 125-20-501-002
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 REPLACE FIELD LIGHT POLE

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. W/STATE AMENDMENTS
3. UNIFORM MECHANICAL CODE 2000
4. AND/OR 2004 LFC SAFETY CODE
5. UNIFORM PLUMBING CODE 2000
6. NATIONAL ELECTRIC 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 WENER
PHONE: (702) 367-7705 FAX: (702) 367-8733

STRUCTURAL ENGINEER

T.B.O.

ELECTRICAL ENGINEER

SPECTRUM SURVEYING & ENGINEERING
7351 W. CHARLESTON BLVD., SUITE 120
LAS VEGAS, NEVADA 89117
RICHARD TOMASELLO
PHONE: (702) 242-1860

TOWER ENGINEER

T.B.O.

SURVEYOR:

SPECTRUM SURVEYING & ENGINEERING
7351 W. CHARLESTON BLVD., SUITE 120
LAS VEGAS, NEVADA 89117
CHRIS WENER
PHONE: (702) 367-7705 FAX: (702) 367-8733

PROJECT TEAM

SHEET	DESCRIPTION	REV.
T1	TITLE SHEET	1
T2	ABBREVIATIONS, LEGEND, GENERAL & CONSTRUCTION NOTES	1
C1	SITE SURVEY (NOT INCLUDED FOR PERMIT)	0
A1	SITE PLAN	1
A2	SITE DETAIL	2
A3	ANTENNA LAYOUT, ANTENNA & CABLE SCHEDULE, ELEVATIONS	1
A4	CONSTRUCTION DETAILS	1
A5	CONSTRUCTION DETAILS	1
E1	POWER & TELCO ROUTING, PANEL SCHEDULE, 1-LINE DIAGRAM, AND NOTES	2
E2	GROUNDING LAYOUT, SCHEMATIC, NOTES AND DETAILS	2
E3	ELECTRICAL DETAILS	1
SHEET INDEX		PERMIT

TITLE	SIGNATURE	DATE
RF ENGINEER		
REAL ESTATE		
PROPERTY OWNER		
ZONING APPROVAL		
CONSTRUCTION DIRECTOR		
ADDITIONAL APPROVAL		
APPROVAL LIST		

verizonwireless

15505 SAND CANYON AVE.
BUILDING D-1
IRVINE, CA. 92618

PROJECT INFORMATION:

LSV-ALDER MEADOWS

7151 OSO BLANCA RD.
LAS VEGAS, NEVADA 89149

CURRENT ISSUE DATE:

09/27/04

ISSUED FOR:

100% CONSTRUCTION

REV.: DATE: DESCRIPTION: BY:

2	09/27/04	REVISED SITE LOCATION	BH
1	09/20/04	180X CONSTRUCTION	BL
0	05/05/04	90% CONSTRUCTION	BL

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:

TITLE SHEET

SHEET NUMBER: REVISION:

T1 1
LSV-600-D

BENCHMARK

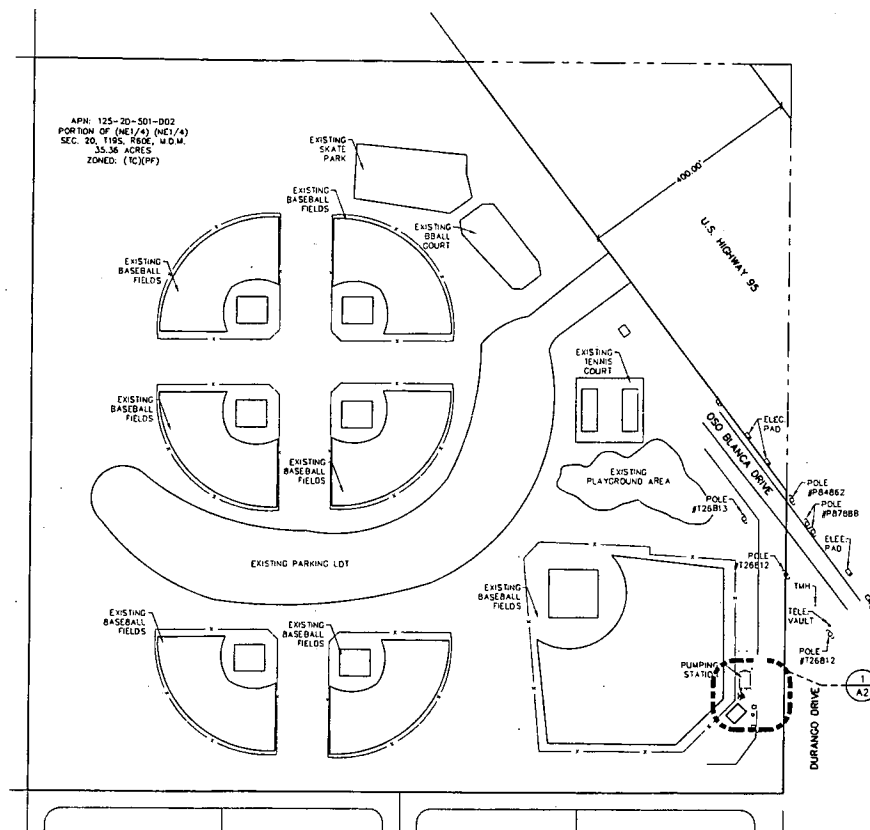
BENCHMARK
CITY OF LAS VEGAS VERTICAL CONTROL #ILVID 75WS.

BEING A ALUMINUM RIVET AND PLATE IN THE TOP OF CURB AT THE
NORTHEAST CORNER OF HUALAPAI WAY AND DESERT INN ROAD NEAR
THE 1/2 DELTA.

ELEVATION: 2821.38 (FEET) (NAVD 1988)
859.957 (METERS)

BASIS OF BEARING

BASES OF BEARING:
NORTH 89°45'07" EAST, BEING THE NORTH LINE OF THE NORTHWEST
QUARTER (NW1/4) OF SECTION 13, TOWNSHIP 21 SOUTH, RANGE 39
EAST, W.D.M. AS SHOWN BY MAP THEREOF ON FILE IN FILE 93, PAGE
85 OF PARCEL MAPS IN THE CLARK COUNTY RECORDER'S OFFICE,
CLARK COUNTY, NEVADA.



LEGEND

- _____ CENTERLINE
 _____ RIGHT-OF-WAY
 _____ PROPERTY LINE
 _____ ADJOINER
 _____ CHAINLINK FENCE
 _____ OVERHEAD POWER
 (XXXX) 5' CONTOUR
 (XXXX) 1' CONTOUR
 - - - - - EXISTING WALL
 ● FOUND MONUMENT AS NOTED
 O.R. OFFICAL RECORD
 (P) POWER POLE



15505 SAND CANYON AVE.
BUILDING D-1
IRVINE, CA. 92618

PROJECT INFORMATION:

LSV-ALDER MEADOWS

7151 OSO BLANCA RD.
LAS VEGAS, NEVADA 89149

CURRENT ISSUE DATE:

09/20/04

ISSUED FOR:

100% CONSTRUCTION

REV.: DATE: DESCRIPTION: BY

1	09/20/D4	100% CONSTRUCTION	BL

0	05/05/04	90% CONSTRUCTION	BL

PLANS PREPARED BY:

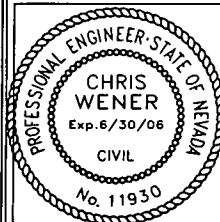


SURVEYING & ENGINEERING
7351 W. CHARLESTON BLVD., SUITE 120
LAS VEGAS, NEVADA 89117
PH. (702) 367-7705
FAX (702) 367-8733

DRAWN BY: CHK.: APV.:

B. LANGSTON	D. CAPE	C. W.

LICENSURE:



09/20/04

SHEET TITLE:

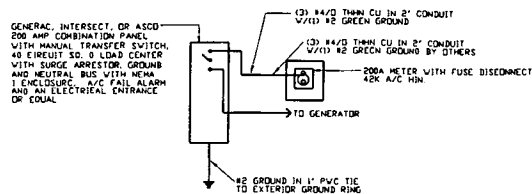
SITE PLAN

SHEET NUMBER: REVISION:

A1

-

LSV-600-D



ELECTRICAL SERVICE DIAGRAM

- NOTES:
1. ALL EQUIPMENT FURNISHED AS PART OF THIS WORK, INCLUDING THAT FURNISHED WITH SHELTER, SHALL HAVE WITHSTAND RATINGS GREATER THAN THE AVAILABLE FAULT CURRENT WITH 18,000V BEING THE MINIMUM. CONFIRM CONDITIONS WITH SERVING UTILITY. SUBMIT CERTIFICATION WITH SHOP DRAWINGS.
 2. THE SHELTER MANUFACTURER HAS PERFORMED ALL REQUIRED SHORT CIRCUIT CALCULATIONS AND THE AIC RATINGS INDICATED FOR EACH DEVICE IS ADEQUATE TO PROTECT THE EQUIPMENT AND ELECTRICAL SYSTEM.
 3. THE SHELTER MANUFACTURER HAS PERFORMED ALL REQUIRED VOLTAGE DROP CALCULATIONS AND ALL BRANCH CIRCUITS AND FEEDERS COMPLY WITH NEC 210-19(a) FAN ISO 4

ELECTRICAL 1-LINE DIAGRAM

SCALE: 2 NONE

SCHEDULE - PANEL				
PANEL G/A 120/240V 1 PHASE 200 AMP. MAIN BREAKER SURFACE MOUNT				
DESCRIPTION	QTY	LOAD	W	DESCRIPTION
LIGHTS	1	1000	2	TIMER
RECEPTACLES	1	1000	4	24v RECTIFIER
HVAC #1	1	1000	6	24v RECTIFIER
HVAC #2	1	1000	8	24v RECTIFIER
RECEPTACLES	1	1000	10	24v RECTIFIER
EXT. RECEPTACLE	1	1000	12	24v RECTIFIER
SPARE	1	1000	14	24v RECTIFIER
GEN. ROOM LIGHTS	1	1000	16	24v RECTIFIER
BATTERY CHARGER	1	1000	18	24v RECTIFIER
LOSS POWER RELAY	1	1000	20	24v RECTIFIER
			22	24v RECTIFIER
			24	24v RECTIFIER
			26	24v RECTIFIER
			28	24v RECTIFIER
			30	24v RECTIFIER
			32	24v RECTIFIER
			34	24v RECTIFIER
			36	24v RECTIFIER
			38	24v RECTIFIER
			40	24v RECTIFIER
PHASE LOAD	20640	20220		
TOTAL LOAD	40860v	248v	170.25 AMPS	

* INDICATES CONTINUOUS LOADS TAKEN AT 125% AIC RATING: 10,000

NOTES:
FINAL UTILITY RUNS
PENDING NPC & SPRINT DWG.

1. UTILITY POINTS OF SERVICE AND WORK / MATERIALS SHOWN ARE BASED UPON PRELIMINARY INFORMATION PROVIDED BY THE UTILITY COMPANIES AND ARE FOR BID PURPOSES ONLY.
2. CONTRACTOR SHALL COORDINATE WITH UTILITY COMPANY FOR FINAL AND EXACT WORK / MATERIALS REQUIREMENTS AND CONSTRUCT TO UTILITY COMPANY ENGINEERING PLANS AND SPECIFICATIONS ONLY. CONTRACTOR SHALL FURNISH AND INSTALL ALL CONDUIT, PULL ROPES, CABLES, PULL BOXES, CONCRETE ENCLOSURE OF CONDUIT (IF REQUIRED), TRANSFORMER PAD, BARRIERS, POLE RISERS, TRENCHING, BACK FILL, PAY ALL UTILITY COMPANY FEES AND INCLUDE ALL REQUIREMENTS IN SCOPE OF WORK.

UTILITY GENERAL NOTES

SCALE: 4 NONE

PANEL SCHEDULE & NOTES

SCALE: 3 NONE

POWER, TELCO & COAXIAL CABLE ROUTING

SCALE: 1 NONE

verizon wireless

15505 SAND CANYON AVE.
BUILDING D-1
IRVINE, CA. 92618

PROJECT INFORMATION:

LSV-ALDER MEADOWS

7151 OSD BLANCA RD.
LAS VEGAS, NEVADA 89149

CURRENT ISSUE DATE:

09/27/04

ISSUED FOR:

100% CONSTRUCTION

REV. DATE DESCRIPTION BY:

REV.	DATE	DESCRIPTION	BY
2	09/27/04	REVISED SITE LOCATION	DM
1	09/20/04	100% CONSTRUCTION	BL
0	05/05/04	90% CONSTRUCTION	BL

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:

POWER & TELCO
ROUTING, PANEL
SCHEDULE, 1-LINE
DIAGRAM AND NOTES

SHEET NUMBER: REVISION:

E1 2

LSV-600-D

EXHIBIT "E"

Block 1	Contracting Entity
SOUTHWESTCO WIRELESS LP	
Name	
180 WASHINGTON VALLEY ROAD	
Address BEDMINSTER, NJ 07921	
(908) 306-7000	
Telephone	
22-3381659 - TAX I.D.	
EIN or DUNS	

Block 2	Description
Subject Matter of Contract/Agreement:	
WIRELESS COMMUNICATIONS FACILITY	
RFP #:	

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

Block 4	Disclosure of Ownership and Principals		
In the space below, the Contracting Entity must disclose all principals (including partners) of the Contracting Entity, as well as persons or entities holding more than one-percent (1%) ownership interest in the Contracting Entity.			
	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	SOUTHWESTCO WIRELESS, INC. GENERAL PARTNER	SAME AS ABOVE	SAME AS ABOVE
2.	CELCO PARTNERSHIP LIMITED PARTNER	SAME AS ABOVE	SAME AS ABOVE
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: _____

[June 2000]

EXHIBIT "E"

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.

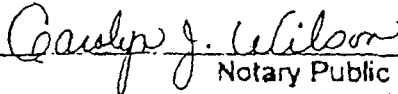
State of California
County of ORANGE


ROBERT F. SWAIN Name
CHIEF TECHNICAL OFFICER & WEST AREA CHIEF
TECHNICAL OFFICER

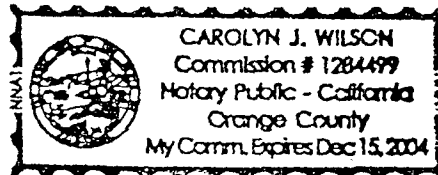
Date

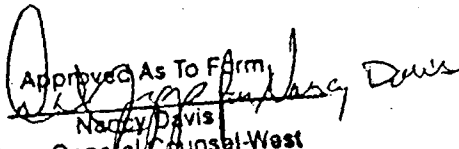
Subscribed and sworn to before me this 5th
day of

June, 2004.


Notary Public

CAROLYN J. WILSON



Approved As To Form
By: 
Nancy Davis
Area General Counsel-West
Verizon Wireless

[June 2000]

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 20, 2004

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD GOECKE

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

REPORT FROM REAL ESTATE COMMITTEE - Councilwoman Moncrief and Councilman Wolfson

Approval of a Lease Agreement between the City of Las Vegas and Nevada Hospitality Service, LLC, for a storage area at the Downtown Transportation Center (DTC) located at 300 North Casino Center Boulevard (\$1,200 first year revenue) - Ward 5 (Weekly)

Fiscal Impact:

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

PURPOSE/BACKGROUND:

This Lease is for approximately 600 square feet for storage of newspapers, magazines, candy, snack food, tobacco products and various other sundry items. Initial term is for one-year at \$100 a month (\$1,200 annually) with two additional one-year options. Rent for second option term increases to \$200 a month (\$2,400 annually) and third option term increases to \$300 a month (\$3,600 annually).

RECOMMENDATION:

Staff recommends approval

BACKUP DOCUMENTATION:

Lease Agreement for Storage Area

MOTION:

REESE - APPROVED Items 3-5 and 7-44 as recommended - UNANIMOUS

Item 6: APPROVED under separate action (see individual item)

NOTE: Under Item 3, COUNCILMAN MACK disclosed that the location involved in Item No. 8 is near a SuperPawn shop owned by his brother, Steven Mack. Item Nos. 15, 43, and 44 involve sites close to the Lady Luck Casino, with which his brother-in-law, Andrew Donner, has a contract related to its non-restricted gaming license, and the Third Street Promenade, in which his brother-in-law is a managing partner. COUNCILMAN MACK felt comfortable in voting on the aforementioned items, since he did not believe his relatives' interests would be impacted and since neither of them had mentioned these matters to him.

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.

(9:24 - 9:26)

1-661

LEASE AGREEMENT

(Storage Area)

⁴¹
20th day of October, 2004, by and between the CITY OF LAS VEGAS (herein the "Lessor"), and NEVADA HOSPITALITY SERVICE, LLC (herein the "Lessee").

WITNESSETH:

WHEREAS, Lessor owns the real property and improvements thereon that are located at 300 N. Casino Center Drive in Las Vegas, Nevada, commonly known and referred to as the "Downtown Transportation Center" (herein the "DTC") whose location is shown on the Site Map, Exhibit "A", attached hereto; and

WHEREAS, Lessor desires to lease to Lessee, and Lessee desires to lease from Lessor, building space that is situated in the DTC.

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

1. **LEASE OF PREMISES.** Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, 600 square feet of space in the DTC (herein the "Premises") in accordance with the provisions of this Lease. The Premises are depicted on the Floor Plan, Exhibit "B" and Digital Photographs, Exhibit "B-1", attached hereto.

2. **TERM OF LEASE.** Unless earlier terminated in accordance with Section 34 hereof, and subject to the renewal provisions contained in Section 33 hereof, this Lease shall be for a term of one (1) year, beginning, on the Commencement Date, as defined in Section Three, and ending one (1) year thereafter.

3. **COMMENCEMENT DATE.** This Lease shall be effective the first day of the first month following the full execution by the parties and the Commencement Date, which shall mark the commencement of the Lease and the commencement of Lessee's obligation to pay rent.

4. **LESSEE'S CONSTRUCTION OBLIGATIONS.** Lessee shall, at its own cost and expense, build out shelves and counter space within the area depicted in Exhibit "B", floor plan depicting area. Lessor agrees to provide 2-110 Volt electrical outlets in the general vicinity of the leased area for use by Lessee.

5. RENT.

A. RENTAL RATES. Throughout the term of this Lease, Lessee shall be required to make all rental payments to Lessor. Lessee agrees to pay to Lessor, as and for the rent for the Premises, the sum of \$100.00 per month without demand, offset or reduction, payable monthly in advance to Lessor on the first day of each month.

Provided the request to renew the Lease has been approved as set forth in Section 33, beginning in the Second Lease Option Term, the then-current monthly rental fee shall be increased to \$200.00 per month, and the second year of the Lease Option Term shall be increased to \$300.00 per month, without demand, offset or reduction, payable monthly in advance to Lessor on the first day of each month.

B. LATE CHARGES. The rent for any calendar month, if not paid by the 10th day of that month is subject to a 5% late charge, which must be included with any late payment.

6. UTILITIES AND SERVICES. Lessor shall furnish electric, water, and garbage pick up for the Premises during the Lease term. Lessee will be responsible for payment of telephone, cable and computer services, if required, on an actual cost basis per month. Natural gas service will not be made available at the Premises.

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

8. USE OF PREMISES. Lessee agrees to use the Premises solely for the purpose of storage of newspapers, magazines, reading materials, candy, snack food, tobacco products, and various other sundry items. Lessee shall not use or permit the Premises to be used for any other purpose without the written consent of Lessor.

9. LAWS. WASTE. NUISANCE. Lessee covenants that it:

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

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

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

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

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

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

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

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

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

Lessee hereby agrees to protect, indemnify, and hold the Lessor, its officers, employees and agents, harmless from and against any and all claims, damages, losses, expenses, suits, actions, decrees, judgments, awards, attorneys' fees and court costs, which the Lessor, its

officers, employees or agents, may suffer or which may be sought against or are recovered or obtainable from the Lessor, its officers, employees or agents, as a result of, or by reason of, or arising out of or in consequence of any act or omission, negligent or otherwise, of the Lessee or its officers, employees, contractors, subcontractors, agents, volunteers or anyone who is directly or indirectly employed by, or is acting in concert with, the Lessee, officers, its employees, contractors, subcontractors, volunteers or agents in the performance of this Lease.

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

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

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

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

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

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

19. DAMAGE OR DESTRUCTION.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If to the Lessor: City of Las Vegas
Real Estate and Asset Management
400 Stewart Avenue, 4th Floor
Las Vegas, Nevada 89101

If to the Lessee: Nevada Hospitality Service, LLC
Attn: Keith Q. Beagle
1975 Village Center Circle, Suite 140
Las Vegas, Nevada 89134

33. OPTION TO RENEW. If Lessee is not then in default of this Lease, Lessee may request to renew this Lease for an additional two (2); one (1) year terms by giving a written request to renew at least 90 days prior to the expiration of the initial Lease term. This request shall not be effective nor binding on the Lessor unless and until the same is approved by the Las Vegas City Council.

34. EARLY TERMINATION. This Lease may be terminated prior to the expiration of its initial term or the renewal period if the purpose of this Lease is substantially impaired or obstructed by any event, occurrence or circumstance that is defined, interpreted or construed as breach or default on the part of either party. This Lease may be terminated prior to the expiration of its initial term or renewal period if the Regional Transportation Center (RTC) ceases to operate a bus service at DTC and/or the primary use of the DTC building changes where it is deemed that vending type operations are not desirable or permissible on the Premises. In such a situation, Lessor would issue a written notice to Lessee to terminate this Lease at least 120 days prior to actual termination. Lessee would then have an additional 30 days to vacate the Premises.

35. DISCLOSURE OF PRINCIPALS. Pursuant to Resolution R-105-99 adopted by the City of Las Vegas City Council effective October 1, 1999, Lessee warrants that is has disclosed on the form attached as Exhibit "C", all principals and partners of NEVADA HOSPITALITY SERVICE, LLC, as well as all persons and entities holding more than a one percent (1%) interest in NEVADA HOSPITALITY SERVICE, LLC. Throughout the term hereof, NEVADA HOSPITALITY SERVICE, LLC, shall notify Lessor in writing of any material change in the above disclosure within 15 days of any such change.

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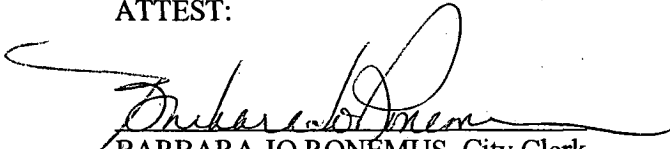
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36. MODIFICATION OR AMENDMENTS. Upon approval of the Lease by the City Council and after it has been fully executed by signature of all parties, the Lessee designates the Manager of the Real Estate & Assets Management Division in conjunction with the City Clerk who shall have the authority to complete and execute any additional documents necessary for the completion of the intent of this contractual obligation during the original term of this Lease, such as amendments, adjustments to monetary revenue or expenditure not to exceed ten thousand (\$10,000.00) dollars, and recordings and filing with the City Clerk's Office. No amendment, change or modification of this Lease shall be valid unless in writing and signed by both Lessor and Lessee.

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

ATTEST:


BARBARA JO RONEMUS, City Clerk

CITY OF LAS VEGAS
"Lessor"

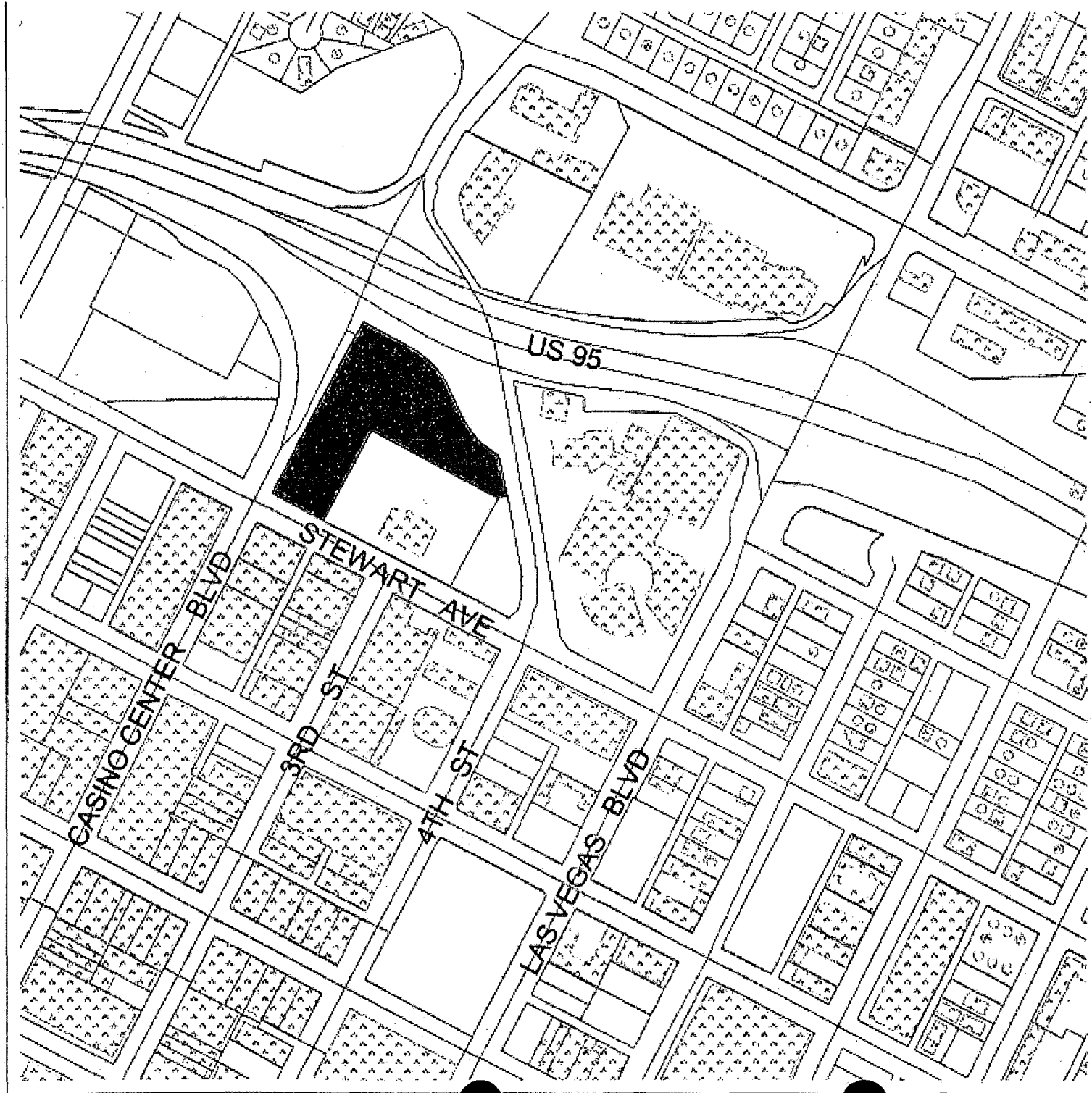
By 
OSCAR B. GOODMAN, Mayor

APPROVED AS TO FORM:

 10/8/04

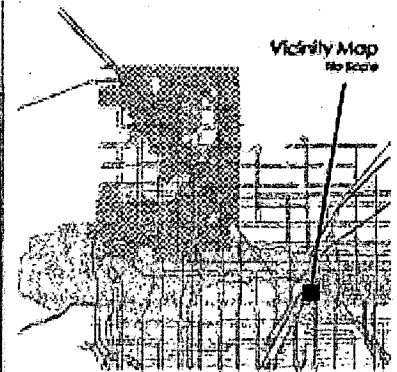
NEVADA HOSPITALITY SERVICE, LLC

By 
KEITH Q. BEAGLE, Managing Member



Site Map

-  DTC
-  Street Centerline
-  Building Footprints
-  City of Las Vegas
-  Parcels

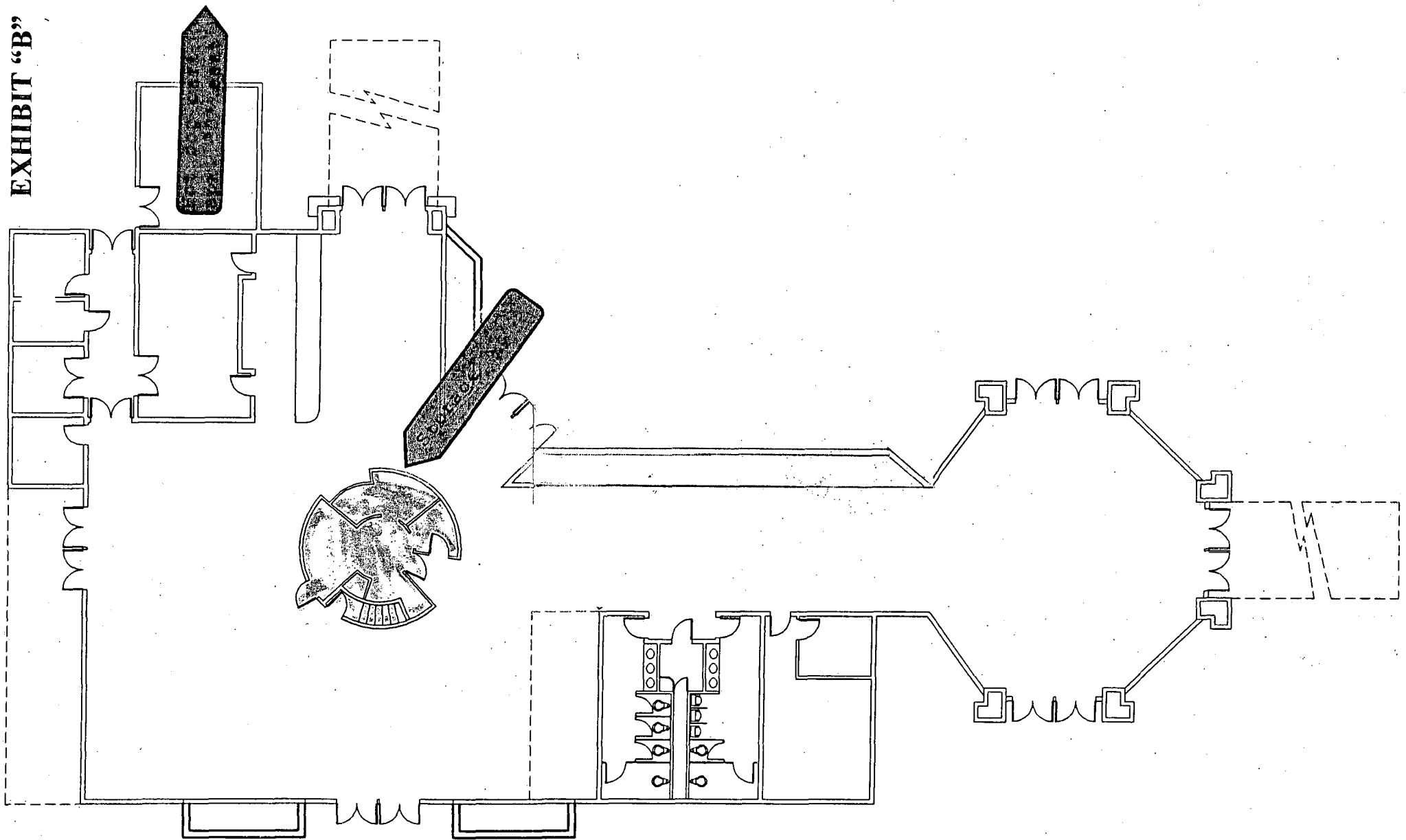


Real Estate & Asset Management



Date of Plot: 7/20/00/00/04

EXHIBIT "B"



Downtown Transportation Center — Floor Plan

PREPARED BY Marshall Hutchinson

February 17, 1993

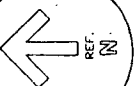
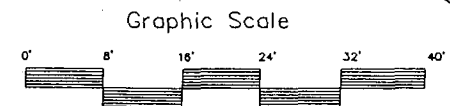


EXHIBIT "B-1"

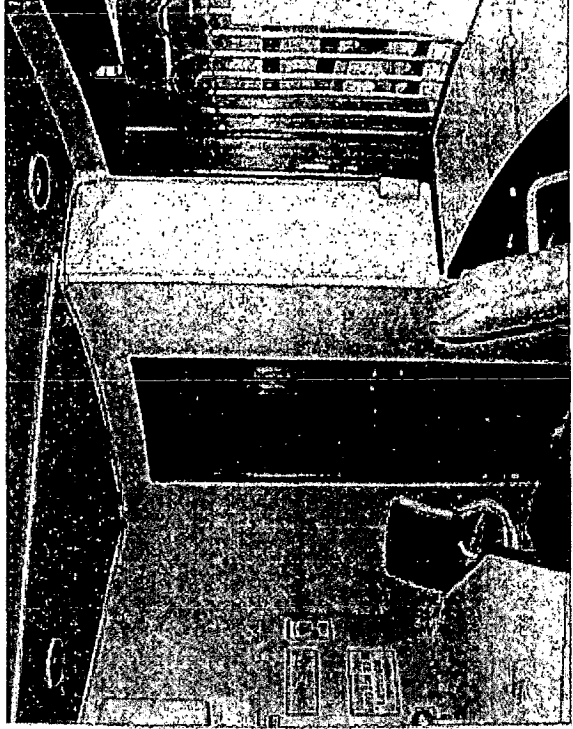
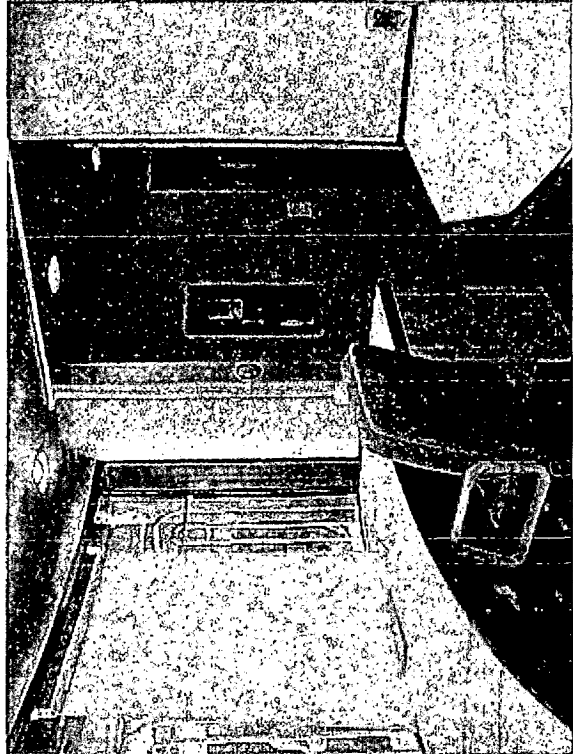
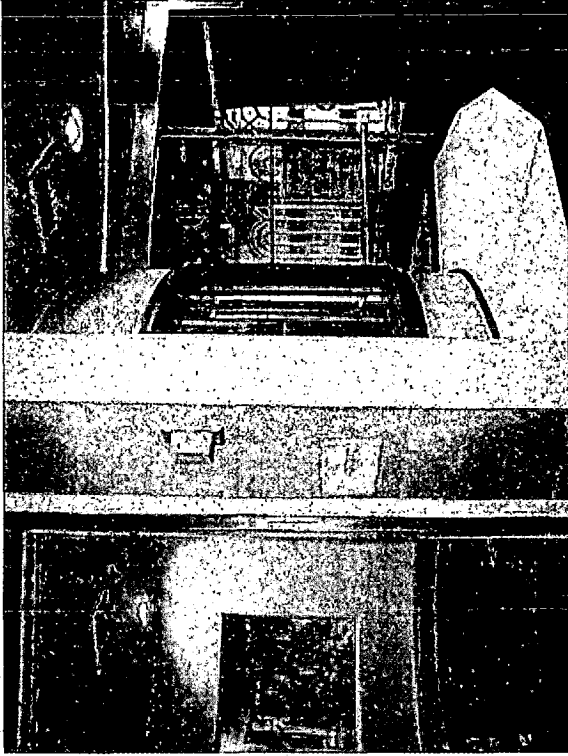
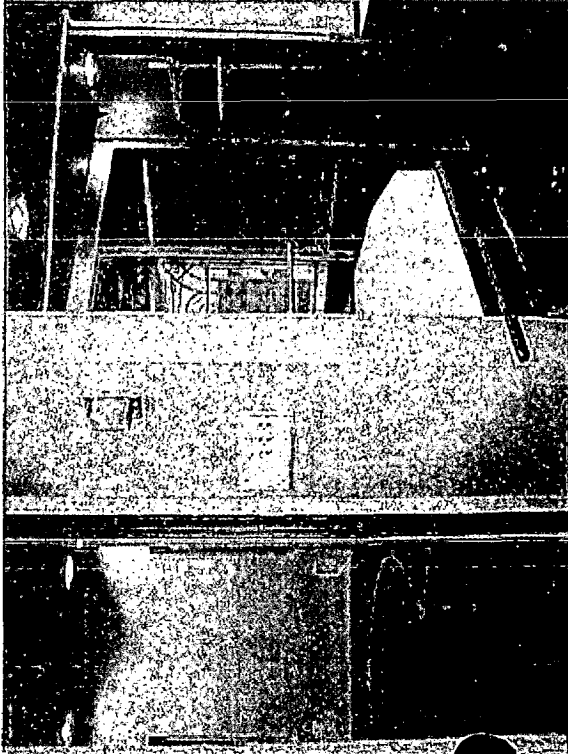
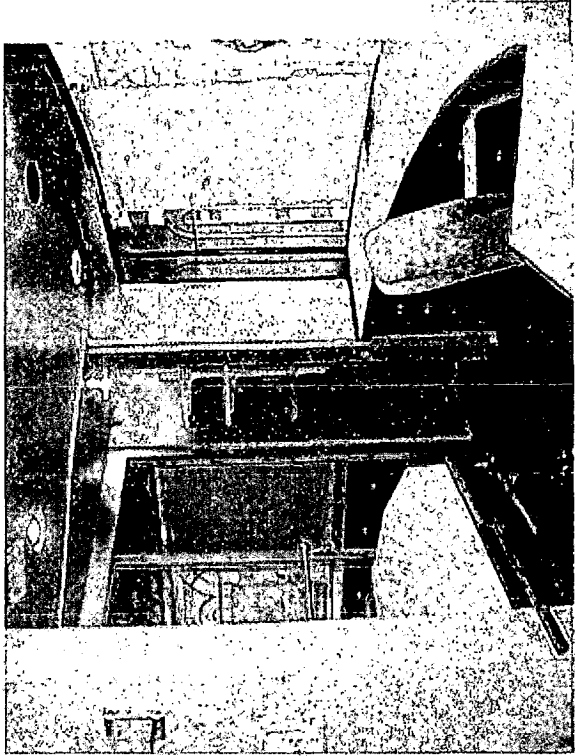
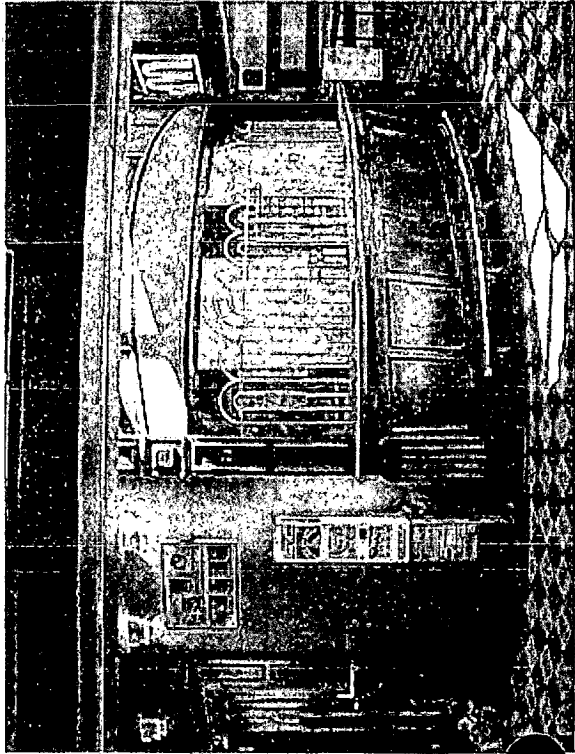


EXHIBIT "C"**CERTIFICATE - DISCLOSURE OF OWNERSHIP/PRINCIPALS
(CONTINUED)**

Block 1	Contracting Entity (Name) Nevada Hospitality Service, LLC	Block 2	Description Subject Matter of Contract/Agreement: Lease Agreement
Name 1975 Village Center Circle #140			
Address Las Vegas, NV 89134			
EIN or Social Security # 46-04-70-574			

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

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.			
			PHONE
1.	Keith Q. Beagle	Sole Member	702-528-7775
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: N/A

EXHIBIT "C"

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: N/A

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.

KD Beach

Name

10/5/04

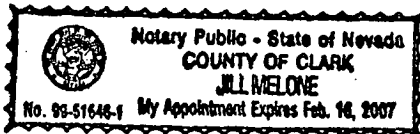
Date

Subscribed and sworn to before me this 5th
day of

October, 2004.

Jill Melone

Notary Public



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 20, 2004

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD GOECKE

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

REPORT FROM REAL ESTATE COMMITTEE - Councilwoman Moncrief and Councilman Wolfson

Approval of a Lease Agreement between the City of Las Vegas and Nevada Hospitality Service, LLC, for a food cart at the Downtown Transportation Center (DTC) located at 300 North Casino Center Boulevard (\$7,500 first year revenue) - Ward 5 (Weekly)

Fiscal Impact:

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

PURPOSE/BACKGROUND:

This Lease is for approximately 250 square feet of space located approximately 30 feet outside the DTC to the east, for selling hot dogs, coffee, soft drinks, pretzels, chips, various snacks and non-alcoholic beverage items. Initial term is for one-year at \$625 a month (\$7,500 annually) with two additional one-year options. Rent for second option term increases to \$800 monthly (\$9,600 annually) and third option term increases to \$1,000 month (\$12,000 annually).

RECOMMENDATION:

Staff recommends approval

BACKUP DOCUMENTATION:

Lease Agreement for Food Cart

MOTION:

REESE - APPROVED Items 3-5 and 7-44 as recommended - UNANIMOUS

Item 6: APPROVED under separate action (see individual item)

NOTE: Under Item 3, COUNCILMAN MACK disclosed that the location involved in Item No. 8 is near a SuperPawn shop owned by his brother, Steven Mack. Item Nos. 15, 43, and 44 involve sites close to the Lady Luck Casino, with which his brother-in-law, Andrew Donner, has a contract related to its non-restricted gaming license, and the Third Street Promenade, in which his brother-in-law is a managing partner. COUNCILMAN MACK felt comfortable in voting on the aforementioned items, since he did not believe his relatives' interests would be impacted and since neither of them had mentioned these matters to him.

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.

(9:24 - 9:26)

1-661

LEASE AGREEMENT

(Food Cart)

th
20 day of October, 2004, by and between the CITY OF LAS VEGAS (herein the "Lessor"), and NEVADA HOSPITALITY SERVICE, LLC (herein the "Lessee").

WITNESSETH:

WHEREAS, Lessor owns the real property and improvements thereon that are located at 300 N. Casino Center Drive in Las Vegas, Nevada, commonly known and referred to as the "Downtown Transportation Center" (herein the "DTC") whose location is shown on the Site Map, Exhibit "A" attached hereto; and

WHEREAS, Lessor desires to lease to Lessee, and Lessee desires to lease from Lessor, outdoor concourse space that is situated in the DTC.

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

1. **LEASE OF PREMISES.** Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, 250 square feet of space in the DTC (herein the "Premises") in accordance with the provisions of this Lease. The Premises are depicted on the Floor Plan, Exhibit "B" and Digital Photographs, Exhibit "B-1", attached hereto.

2. **TERM OF LEASE.** Unless earlier terminated in accordance with Section 34 hereof, and subject to the renewal provisions contained in Section 33 hereof, this Lease shall be for a term of one (1) year, beginning, on the Commencement Date, as defined in Section Three, and ending one (1) year thereafter.

3. **COMMENCEMENT DATE.** This Lease shall be effective the first day of the first month following the full execution by the parties and the Commencement Date, which shall mark the commencement of the Lease and the commencement of Lessee's obligation to pay rent.

4. **LESSEE'S CONSTRUCTION OBLIGATIONS.** Lessee shall, at its own cost and expense, provide the portable concession stand to be built as required by the Clark County Health District, and located in the general area as depicted on Exhibit "B", Floor Plan and Exhibit "B-1" Digital Photographs. Lessor agrees to provide 2-110 Volt electrical outlets in the general vicinity of the leased area.

5. RENT.

A. RENTAL RATES. Throughout the term of this Lease, Lessee shall be required to make all rental payments to Lessor. Lessee agrees to pay to Lessor, as and for the rent for the Premises, the sum of \$625.00 per month during the first initial term of this Lease, without demand, offset or reduction, payable monthly in advance to Lessor on the first day of each month.

Provided the request to renew the Lease has been approved as set forth in Section 33, beginning in the Second Lease Option Term, the then-current monthly rental fee shall be increased to \$800.00 per month, and the second year of the Lease Option Term shall be increased to \$1000.00 per month, without demand, offset or reduction, payable monthly in advance to Lessor on the first day of each month.

B. LATE CHARGES. The rent for any calendar month, if not paid by the 10th day of that month is subject to a 5% late charge, which must be included with any late payment.

6. UTILITIES AND SERVICES. Lessor shall furnish electric, water, and garbage pick up for the Premises during the Lease. Lessee will be responsible for payment of telephone, cable and computer services, if required, on an actual cost basis per month. Natural gas service will not be made available at the Premises.

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

8. USE OF PREMISES. Lessee agrees to use the Premises solely for the purpose of conducting the normal business of selling hot dogs, coffee, soft drinks, pretzels, chips and other various snack and non-alcoholic beverage items. Lessee shall not use or permit the Premises to be used for any other purpose without the written consent of Lessor.

Lessee shall comply with all laws, ordinances, regulations and requirements now in force or which hereafter may be in force of any lawful governmental body or authority having jurisdiction over the food cart.

Lessee will keep the Premises in a clean, neat, and orderly condition and will, in all respects, and fully comply with all health regulations at all times.

Lessee shall obtain and pay for all permits and/or licenses that may be required for the operation of the food cart.

9. LAWS, WASTE, NUISANCE. Lessee covenants that it:

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

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

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

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

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

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

Lessee shall provide and maintain at its own expense, a Products Liability Insurance Policy with a minimum amount of One Million and 00/100 Dollars (\$1,000,000.00) combining single limit of coverage for bodily injury (including wrongful death) and One Million and 00/100 Dollars (\$1,000,000.00) in aggregate.

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

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

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

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

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

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

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

19. DAMAGE OR DESTRUCTION.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If to the Lessor: City of Las Vegas
Real Estate and Asset Management
400 Stewart Avenue, 4th Floor
Las Vegas, Nevada 89101

If to the Lessee: Nevada Hospitality Service, LLC
Attn: Keith Q. Beagle
1975 Village Center Circle, Suite 140
Las Vegas, Nevada 89134

33. OPTION TO RENEW. If Lessee is not then in default of this Lease, Lessee may request to renew this Lease for an additional two (2); one (1) year terms by giving a written request to renew at least 90 days prior to the expiration of the initial Lease term. This request shall not be effective nor binding on the Lessor unless and until the same is approved by the Las Vegas City Council.

34. EARLY TERMINATION. This Lease may be terminated prior to the expiration of its initial term or the renewal period if the purpose of this Lease is substantially impaired or obstructed by any event, occurrence or circumstance that is defined, interpreted or construed as breach or default on the part of either party. This Lease may be terminated prior to the expiration of its initial term or renewal period if the Regional Transportation Center (RTC) ceases to operate a bus service at DTC and/or the primary use of the DTC building changes where it is deemed that vending type operations are not desirable or permissible on the Premises. In such a situation, Lessor would issue a written notice to Lessee to terminate this Lease at least 120 days prior to actual termination. Lessee would then have an additional 30 days to vacate the Premises.

35. DISCLOSURE OF PRINCIPALS. Pursuant to Resolution R-105-99 adopted by the City of Las Vegas City Council effective October 1, 1999, Lessee warrants that is has disclosed on the form attached as Exhibit "C", all principals and partners of NEVADA HOSPITALITY SERVICE, LLC, as well as all persons and entities holding more than a one percent (1%) interest in NEVADA HOSPITALITY SERVICE, LLC. Throughout the term hereof, NEVADA HOSPITALITY SERVICE, LLC, shall notify Lessor in writing of any material change in the above disclosure within 15 days of any such change.

...

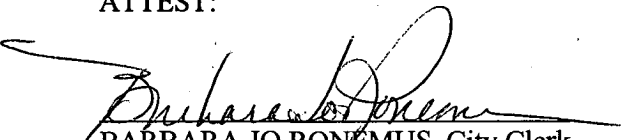
36. MODIFICATION OR AMENDMENTS. Upon approval of the Lease by the City Council and after it has been fully executed by signature of all parties, the Lessee designates the Manager of the Real Estate & Assets Management Division in conjunction with the City Clerk who shall have the authority to complete and execute any additional documents necessary for the completion of the intent of this contractual obligation during the original term of this Lease, such as amendments, adjustments to monetary revenue or expenditure not to exceed ten thousand (\$10,000.00) dollars, and recordings and filing with the City Clerk's Office. No amendment, change or modification of this Lease shall be valid unless in writing and signed by both Lessor and Lessee.

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

CITY OF LAS VEGAS
"Lessor"

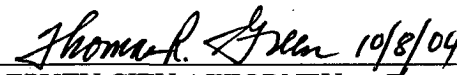
ATTEST:

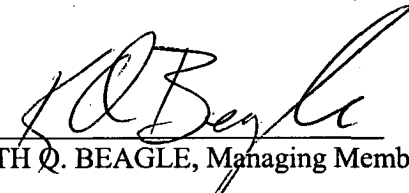
By 
OSCAR B. GOODMAN, Mayor

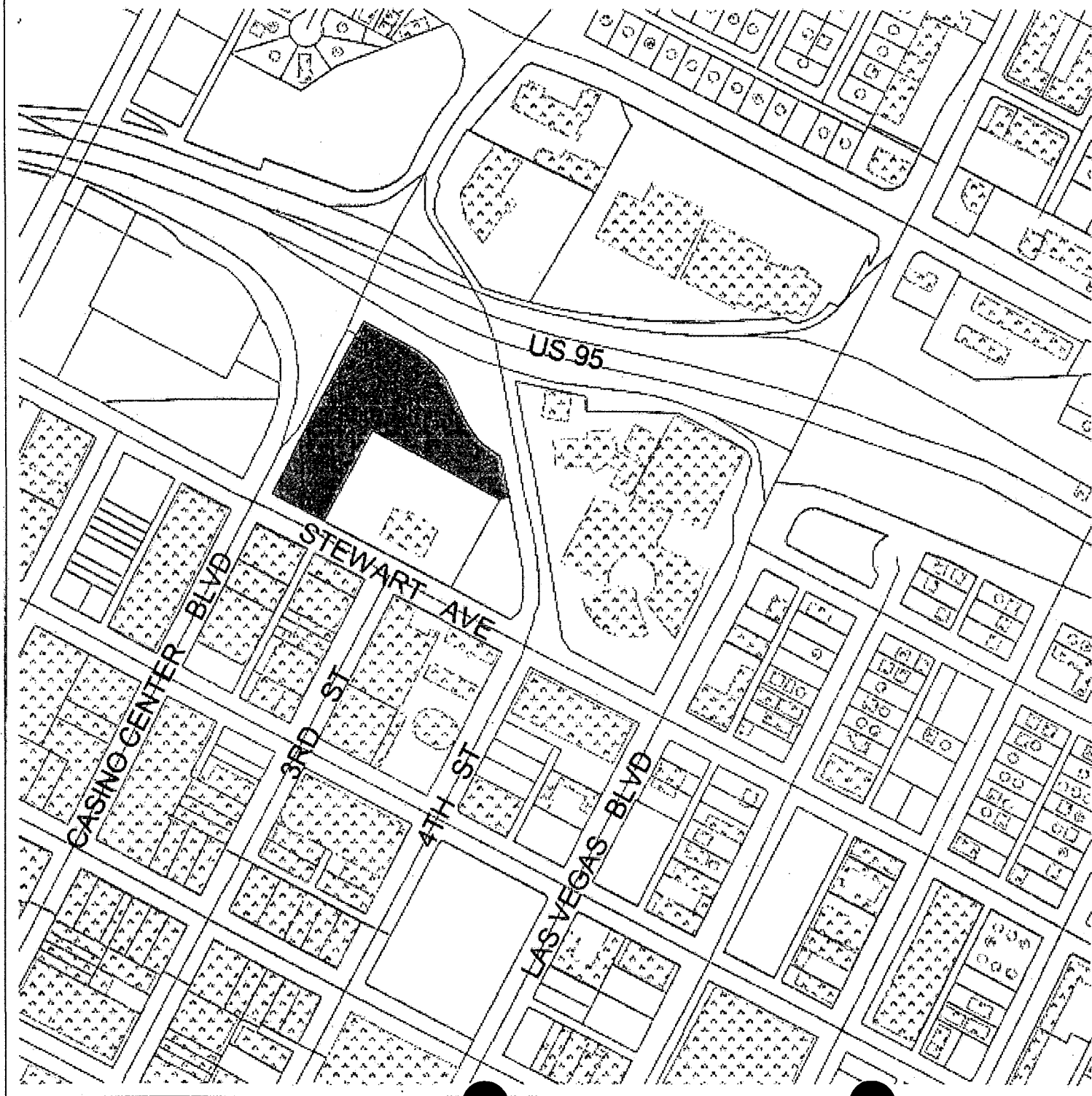

BARBARA JO RONEMUS, City Clerk

NEVADA HOSPITALITY SERVICE, LLC

APPROVED AS TO FORM:

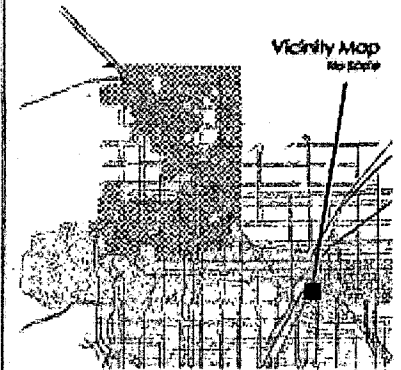
 10/8/04
DEPUTY CITY ATTORNEY Date

By 
KEITH Q. BEAGLE, Managing Member



Site Map

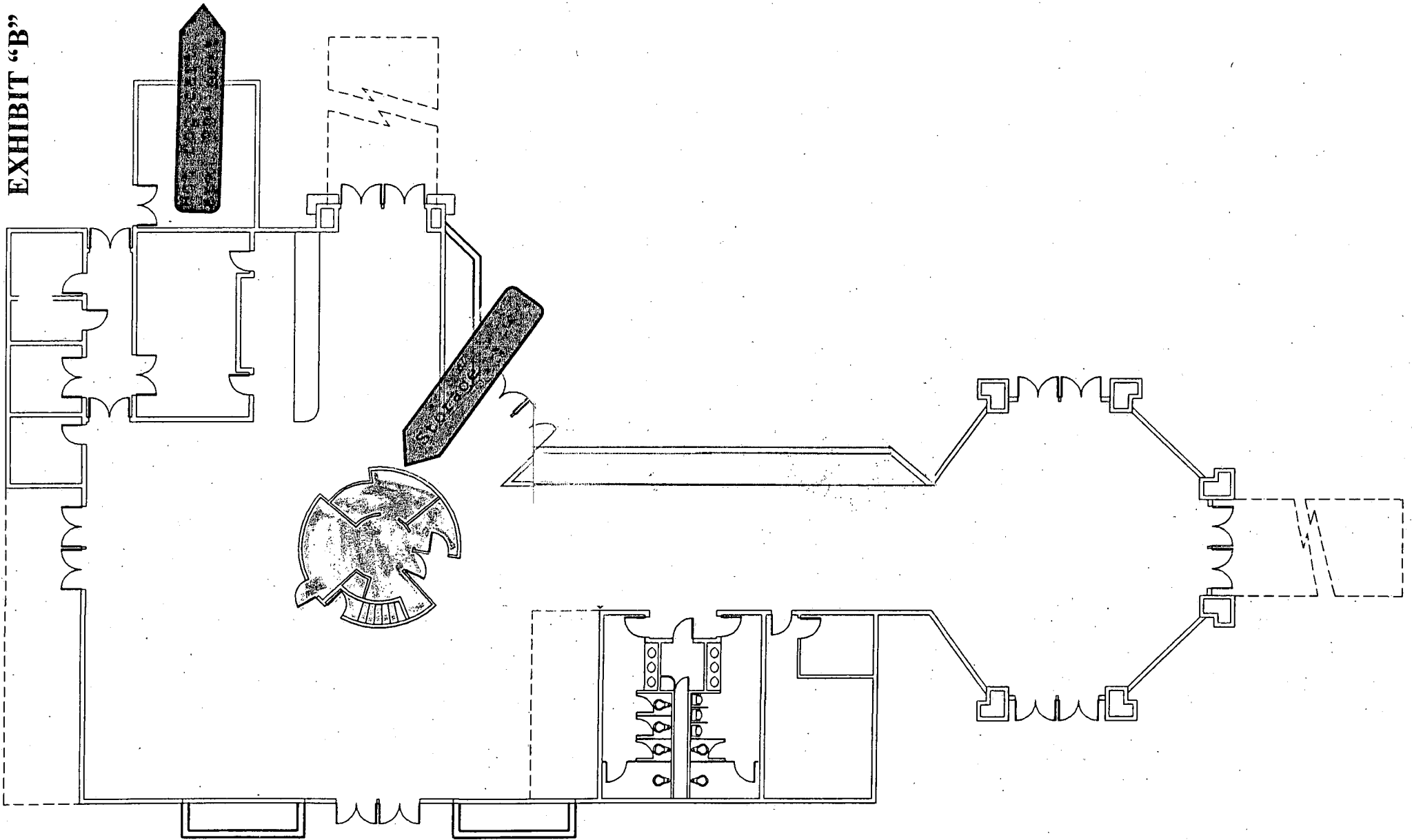
-  DTC
-  Street Centerline
-  Building Footprints
-  City of Las Vegas
-  Parcels



Real Estate & Assal Management



Date of Data: 2004/05/04



Downtown Transportation Center — Floor Plan

PREPARED BY Marshall Hutchinson

February 17, 1993

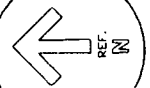
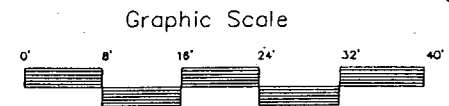


EXHIBIT "B-1"



EXHIBIT "C"

CERTIFICATE - DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

Block 1	Contracting Entity (Name) Nevada Hospitality Service, LLC	Block 2	Description Subject Matter of Contract/Agreement: Lease Agreement
Name 1975 Village Center Circle #40			
Address Las Vegas, NV 89134			
EIN or Social Security # 46-04-70-574			

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

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.

			PHONE
1.	Keith Q. Beagle	Sole Member	702-528-7775
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: N/A

EXHIBIT "C"

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

N/A

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.

KQ Beach

Name

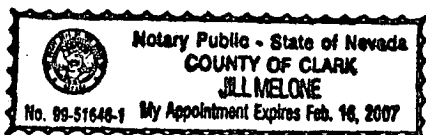
10/5/04

Date

Subscribed and sworn to before me this 5th day of

October, 2004.

Jill Melone
Notary Public



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 20, 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 45 and Hold in ABEYANCE Item 48 to 11/3/2004 - UNANIMOUS

MINUTES:

There was no discussion.

(9:23 - 9:24)

1-628

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



September 1, 2004

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

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,

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 Proprieter of the Outback Steakhouse located at 1950 N. Rainbow Blvd. Have offered a job to James Walker (Social Security #530-37-24) 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 Card.

Thank You,

Nicole Moberly

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 20, 2004

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC

☐ **CONSENT** ☒ **DISCUSSION**

SUBJECT:

ABEYANCE ITEM - 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 - APPROVED a site-specific work card, subject to a six-month (4/20/2005) review, and requiring that the appellant report in writing any arrests or citations to Special Investigations within 48 hours - **UNANIMOUS**

MINUTES:

The appellant was present.

SERGEANT REAGAN ALEXANDER, Las Vegas Metropolitan Police Department (Metro), referred the Council to the confidential report for Metro's reasons for denial of the work card. MAYOR GOODMAN noted the letter from the appellant's general manager recognizing his background and asked if that would satisfy Metro's concerns. SERGEANT ALEXANDER responded in the affirmative and suggested issuance of a site-specific work card, subject to a six-month review and requiring the appellant to report in writing any arrests or citations to Special Investigations within 48 hours.

(9:41 - 9:44)

1-1252

RECEIVED
CITY CLERK

2004 SEP 23 P 3:00

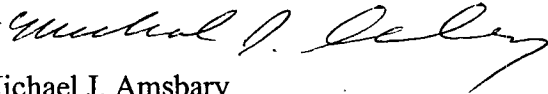
September 23, 2004

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



LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN
WRENCE WEEKLY
MICHAEL MACK
JANET MONCRIEF
STEVE WOLFSON

DOUGLAS A. SELBY
CITY MANAGER

September 23, 2004

Michael J. Amsbary
2725 W. Wigwam Avenue, Apt. 1089
Las Vegas, NV 89123

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 20, 2004

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC

☐ **CONSENT** ☒ **DISCUSSION**

SUBJECT:

Discussion and possible action on Appeal of Work Card Denial: Meredith Howard Polzel, 320 S. First 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 the work card, subject to a six-month (4/20/2005) review - **UNANIMOUS**

NOTE: COUNCILMAN REESE disclosed that the appellant was seeking a work card to work at the convenience store in the same plaza where his barbershop is located. However, he did not feel that he had to disqualify himself from this matter.

MINUTES:

The appellant was present.

SERGEANT REAGAN ALEXANDER, Las Vegas Metropolitan Police Department (Metro), was present.

COUNCILMAN REESE indicated that he conversed with the convenience store owner, who is willing to continue MR. POLZEL'S employment despite his background. COUNCILMAN REESE pointed out that the owner was in the audience, and then noted that more people like him who are willing to give people a second opportunity are needed.

(9:44 - 9:45)

1-1339

RECEIVED
CITY CLERK

2004 OCT -1 A 10:43

October 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,

Meredith Howard Polzel

Meredith Howard Polzel
320 S. First 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

October 1, 2004

Meredith Howard Polzel
320 S. First Street
Las Vegas, NV 89101

Re: **WORK CARD APPEAL**

Dear Mr. Polzel:

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 20, 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 that reads "Vicky Darling".

Vicky Darling
Assistant Deputy City Clerk 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

7-ELEVEN STORE #29662

2431 E. Bonanza Road
Las Vegas, Nevada 89101
Telephone: (702) 384-0090

September 27, 2004

TO: LVMPD Fingerprint Bureau
5880 Cameron St
Las Vegas, NV 89119

Subject: Work Card - Mr. Michael H. Polzel, SSAN: 540-54-0532

Gentlemen:

Mr. Polzel has informed me of his previous felony conviction for driving while under a suspended license in Oregon in 1998. Additionally, I have been informed of a subsequent misdemeanor conviction here in Las Vegas in 1999.

Mr. Polzel has been undergoing rehabilitation training at the Clark Center since September 1, 2004. His anticipated completion date is December 1, 2004. His case worker, Mrs. Milliana Rodriguez, is in close contact with me and Mr. Polzel in under constant supervision.

I believe Mr. Polzel is trying to rebuild his life and become a productive citizen of Las Vegas. He informs me he has been clean and sober for over five years and I am confident of his desire to complete the above training and get on with his life.

Please issue a work card to Mr. Polzel to enable him to work at my store.

Sincerely yours,



Charles A. Harrington
Franchisee

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 20, 2004

DEPARTMENT: FINANCE & BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☐ **CONSENT** ☒ **DISCUSSION**

SUBJECT:

ABEYANCE ITEM - 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 - Motion to bring forward and STRIKE Item 45 and Hold in ABEYANCE Item 48 to 11/3/2004 - UNANIMOUS

MINUTES:

There was no discussion.

(9:23 - 9:24)

1-628

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 20, 2004

DEPARTMENT: FINANCE & BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☐ **CONSENT** ☒ **DISCUSSION**

SUBJECT:

ABEYANCE ITEM - 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 - APPROVED (with the intent of including MR. DiFIORE'S following recommended conditions: six-month temporary license, that MR. HARRIS fully cooperate with the Las Vegas Metropolitan Police Department (Metro) on his pending investigation, granting MR. DiFIORE full authority to suspend the temporary license if MR. HARRIS does not cooperate with Metro's investigation or if any business license code violations are found on the premises, and that the results of the investigation form a basis for disciplinary action under Title 6 of the Las Vegas Municipal Code) - **UNANIMOUS**

NOTE: COUNCILMAN MACK disclosed that the site involved in this request is in proximity to a SuperPawn shop owned by his brother, Steven Mack, the Third Street Promenade, for which his brother-in-law, Andrew Donner, is the managing partner, and the Lady Luck Hotel/Casino, with which his brother-in-law, Andrew Donner, has a contract related to its non-restricted gaming license. However, **COUNCILMAN MACK** felt comfortable voting on this matter because his relatives have not spoken to him about this request, and he did not believe it would have any impact on his relatives' businesses.

MINUTES:

JIM DiFIORE, Manager, Business Services, indicated that the investigation is still ongoing, and that **MR. HARRIS** received the report for his perusal. Since this application is for a change of location, **MR. DiFIORE** recommended the issuance of a six-month temporary license, with the conditions that **MR. HARRIS** fully cooperate with the Las Vegas Metropolitan Police Department (Metro) on his pending investigation; Council grant the manager of Business Services the authority to suspend the temporary license if the applicant does not cooperate with Metro's investigation or if any business license code violations are found on the premises; and that the results of the investigation form a basis for disciplinary action under Title 6 of the Las Vegas Municipal Code. **MAYOR GOODMAN** confirmed with **MR. HARRIS** that he understood and concurred.

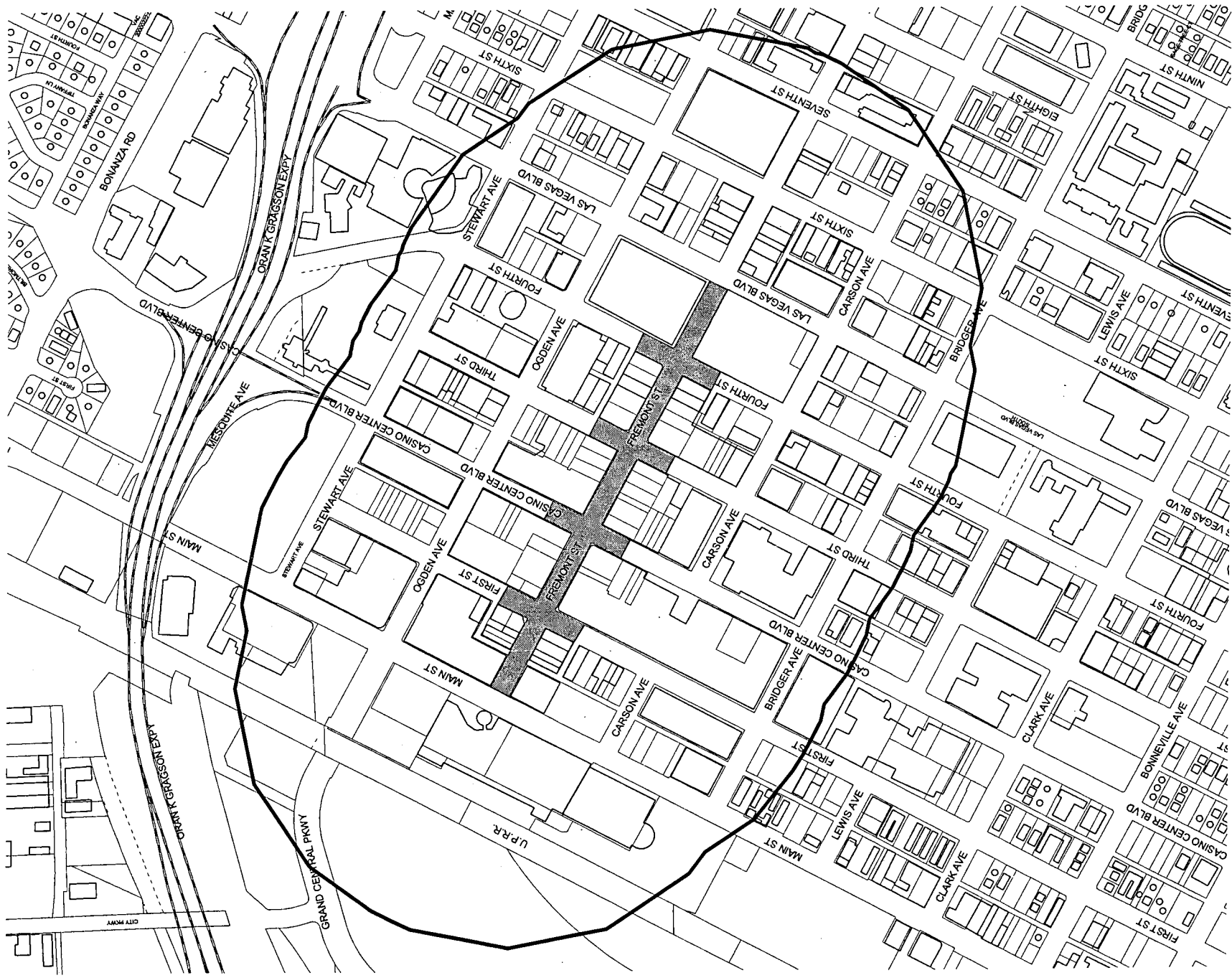
CITY COUNCIL MEETING OF: OCTOBER 20, 2004

MINUTES - Continued:

(9:45 - 9:48)

1-1398

THE MESSAGE GROUP



0 300 600 Feet



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