

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 16, 2005

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD GOECKE

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of an Engineering Design Services Agreement between the City of Las Vegas and Parsons for engineering design services for the City Parkway and D Street Connector Study (\$88,000 - Regional Transportation Commission of Southern Nevada [RTC]) - Ward 5 (Weekly)

Fiscal Impact:

☐ No Impact	Amount:	\$88,000.00
☒ Budget Funds Available	Dept./Division:	Public Works/City Engineer
☐ Augmentation Required	Funding Source:	RTC

PURPOSE/BACKGROUND:

This agreement applies to engineering services to complete the City Parkway and D Street Connector Study ensuring that issues are identified and addressed, decisions are documented and that the project is completed on schedule. Total cost of this project shall not exceed \$88,000.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Engineering Design Services Agreement

MOTION:

REESE - APPROVED Items 3-38 and 40-52 - UNANIMOUS

Item 39: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:36 - 9:38)

1-1020

**ENGINEERING DESIGN SERVICES AGREEMENT FOR
CITY PARKWAY AND D STREET CONNECTOR STUDY**

THIS AGREEMENT is made and entered into this 16th day of February, 2004⁵, by and between the CITY OF LAS VEGAS, a municipal corporation within the State of Nevada (herein the "City"), and Parsons (herein the "Consultant").

WITNESSETH:

WHEREAS, the City intends to complete the City Parkway and D Street Connector Study in a formal report (herein the "Project") and shown on Exhibit "A-1"; and

WHEREAS, the City desires to retain a qualified engineer who will be responsible for providing the engineering design services hereinafter set forth below; and

WHEREAS, the Consultant is properly licensed and qualified in accordance with the Nevada Revised Statutes as an engineer and has the personnel and facilities necessary to perform the services hereinafter set forth within the time required under this Agreement.

NOW, THEREFORE, in consideration of the above premises, the parties hereto agree to the following terms, conditions and covenants set forth in Sections One through Ten hereof:

**SECTION ONE
CONSULTANT RESPONSIBILITIES**

1.01 Consultant Services. The Consultant hereby agrees to provide the basic services and the additional services set forth in Exhibit "A" (Scope of Services) and Exhibit "B" (Additional Services) attached hereto.

1.02 Performance Standards. In performing the services set forth in this Agreement, the Consultant shall follow practices consistent with generally accepted within the engineering profession.

1.03 Document Review. The Consultant shall be responsible for reviewing each document prepared by the Consultant and its subconsultants including, without limitation, the plans, drawings and specifications for the purpose of ensuring that such documents are technically sound, in conformance with applicable federal, state and local statutes, codes, ordinances and other regulations, and do not violate or infringe upon any patent rights.

1.04 Waiver. The City's approval of any documents or services furnished by the Consultant shall not in any way relieve the Consultant of responsibility for the professional and technical accuracy of its documents or services. The City's review, approval, acceptance or payment for any of the Consultant's services shall not be construed to operate as a waiver of any rights enjoyed by the City under this Agreement or of any cause of action arising out of the performance of this Agreement. The Consultant shall remain liable in accordance with the terms

of this Agreement and applicable law for the damages to the City caused by the Consultant's negligent act or omission committed in the performance of this Agreement.

1.05 Consultant Representative. The Consultant's Representative is hereby designated as James Caviola P.E., Area Manager who shall be responsible for the services required under this Agreement. All of the services specified by this Agreement shall be performed by the Consultant's Representative, or by the associates and employees identified in the Consultant's proposal provided that such associates and employees perform under the personal supervision of the Consultant's Representative. All employees identified in the Consultant's cost proposal shall be subject to approval by the City's Representative. Should the Consultant's Representative, or any associate or employee, be unable to complete his or her responsibility for any reason, the Consultant will replace the employee with a qualified person approved by the City. If the Consultant fails to make a required replacement within thirty (30) days, the City may terminate this Agreement for default as provided in Section 10.03 of this Agreement.

1.06 Correspondence Review. The Consultant shall furnish the City's Representative copies of each correspondence, if any, sent to any regulatory agencies for approval and review prior to the mailing such correspondence.

1.08 Cooperation with the City. The Consultant agrees that its officers, associates, employees and subconsultants will cooperate with the City in providing services under this Agreement and will be, with advance notice, available for consultation with the City at such reasonable times as to not conflict with the City's other responsibilities.

SECTION TWO CITY RESPONSIBILITIES

2.01 City Representative. The Director of Public Works or his authorized representative is hereby designated as the City's Representative with respect to this Agreement. The City's Representative shall have complete authority to transmit instructions, receive information, interpret and define the City's policies and decisions with respect to the services of the Consultant.

2.02 Review of Services and Documents. The services to be performed by the Consultant shall be subject to periodic review by the City's Representative. To prevent an unreasonable delay in the Project, the City's Representative will endeavor to examine and comment in writing on the documents including, without limitation, the drainage study, plans and exhibits furnished by the Consultant within twenty-one (21) days of receipt of such documents.

2.03 Access to Records. The City shall, without charge, furnish a copy to, or make available for examination or use by, the Consultant, as it may request, any documents and data which the City has available including, without limitation, reports, maps, plans, specifications, surveys, records, ordinances, codes, regulations, other documents related to the services required under this Agreement. The City shall assist the Consultant in obtaining data and documents from

public agencies and from private citizens and business firms whenever the City determines that such material is necessary for the completion of the services required by this Agreement.

2.04 *Cooperation with Consultant.* The City agrees that its officers and employees will cooperate with the Consultant in the performance of this Agreement and will be, with advance notice, available for consultation with the Consultant at such reasonable times as to not conflict with the Consultant's other responsibilities.

SECTION THREE CHANGES TO CONSULTANT'S SERVICES

3.01 *Requested Changes.* The Director of Public Works or his authorized representative may at any time, by written order, make changes which may result in an increase or decrease in the services to be performed by the Consultant under this Agreement.

3.02 *Adjustment of Compensation.* If the changes requested by the City cause an increase or decrease in the cost or time required to perform any of the services required hereunder, an equitable adjustment shall be made in the compensation to be paid to the Consultant under Section Seven, or in the time of performance under Section Eight, or both, and this Agreement shall be modified in writing accordingly. Any claim for adjustment under this Section must be asserted in writing within thirty (30) days from the date of receipt by the Consultant of written notification of the changes to the services to be provided by the Consultant unless the City grants in writing a further period of time. Failure to assert such claim within the time limit provided herein shall constitute a waiver of any right to seek any equitable adjustment in compensation with respect to that change.

SECTION FOUR ADDITIONAL SERVICES OF CONSULTANT

4.01 *Additional Services.* The Consultant shall provide the additional services described in Exhibit "B" attached hereto if, and only if, so requested in writing by the City. Payment for the additional services will be made to the Consultant in accordance with Section Seven of this Agreement.

4.02 *Attendance at Meetings or Public Hearings.* The Consultant shall notify the City in advance of any additional costs which may be incurred prior to attending any meetings or public hearings as may be necessary to clarify the interpretation of the services performed by the Consultant under this Agreement.

SECTION FIVE SUB-CONSULTANT AGREEMENT

5.01 *Sub-consultant Provisions.* In the event that the Consultant with the approval of the City as required under Section 10.07 enters into an agreement with a sub-consultant for the performance of any of its obligations hereunder, the following provisions shall be included in each sub-consultant agreement:

(i) The Consultant agrees to pay the sub-consultant when paid by the City for that portion of the services provided to the City and no liability shall arise on the part of the Consultant to the sub-consultant for payment of the sub-consultant services until payment has been made to the Consultant by the City. If the City has paid the Consultant for said sub-consultant services, the subconsultant's only recourse is against the Consultant and not against the City, either through the institution of legal or equitable action or the attachment of any lien,

(ii) The sub-consultant shall have no more rights against the City than that of the Consultant,

(iii) The sub-consultant agrees to be bound by all the terms, conditions and obligation of this Agreement unless the City has approved any deviation, change or modification in writing, and

(iv) Unless otherwise approved by the City's Representative, the subconsultant will obtain and maintain professional liability insurance (Errors and Omissions coverage) in connection with the subconsultant services in an amount equal to that required of the Consultant as provided in subsection C of Section 10.05 of this Agreement.

SECTION SIX TERM OF AGREEMENT

6.01 Term. This Agreement shall commence on the day it is approved by the City Council or other person duly authorized to execute this Agreement (which shall be inserted in the first paragraph set forth above) and shall remain in force and effect until the Project is completed unless the City serves upon the Consultant a thirty (30) day written Notice of Termination pursuant to Section 10.02. The termination of this Agreement shall not release either party from any of its continuing obligations hereunder.

6.02 Disputes. This Section shall not be construed to preclude the filing of any dispute arising out of the performance of this Agreement or in connection with the subject matter hereof, nor shall this Section be construed to change the date or the time on which a cause of action arising out of the performance of this Agreement or in connection with the subject matter hereof, would otherwise accrue under the statutes of limitation or doctrines of law.

SECTION SEVEN COMPENSATION AND TERMS OF PAYMENT

7.01 General. At the time of approval of this Agreement by the City Council, the City agrees to set aside \$88,000 as the total appropriation for the performance of this Agreement. In no event shall the total payments to the Consultant for the services (basic and additional services) provided under this Agreement exceed the aforementioned amount appropriated without prior approval of the City.

7.02 Compensation: Basic Services (Lump Sum by Task). The City agrees to pay the lump sum amount attributable to each task and, if applicable, each subtask, set forth in

Exhibit "A" which is completed by the Consultant. The total payments to the Consultant for the completion of these tasks shall not exceed Eighty Eight Thousand and 00/100 Dollars (\$88,000.00) without prior written approval from the City. Such payment is based upon the individual lump sum amounts that are identified in Exhibit "D", being derived from the manhour estimates (including subconsultants) set forth in Exhibit "C" attached hereto.

7.03 Compensation: Additional Services. For the additional services set forth in Exhibit "B," the City shall pay to the Consultant either a lump sum or an hourly fee based upon the hourly rates set forth in Exhibit "D" attached hereto, whichever is approved in writing by the City's Representative. Such payment shall not exceed Zero Dollars (\$0) without the prior written approval of the City.

7.04 Invoice. An invoice shall be submitted to the City each month for the services provided during the previous month. An original invoice and one copy shall be provided to the City's Representative in the format of Exhibit "F" (Invoice Format) attached hereto. Payment shall be due within 45 days after the date of receipt and approval by the City's Representative of the monthly invoice. Failure to pay the Consultant within the 45 day period shall result in a one-half of one percent (1/2%) charge on the unpaid balance unless the City has notified the Consultant within the aforementioned period that it is disputing the amount due and owing under the invoice. Such disputes shall be handled as provided in Section 10.20A of this Agreement.

7.05 Retention. Upon approval, the City shall pay to the Consultant ninety-five percent (95%) of the amount of the monthly invoice with the remaining five percent (5%) being retained for the purpose set forth in Section 7.06 of this Agreement. The percentage of retention may be increased as provided in Section 8.03 of this Agreement.

7.06 Right of Set-Off. The City's Representative may subtract or offset the unpaid invoice from the Consultant any damages, costs and expenses caused by reason of, or as a consequence of, the negligent or reckless act or omission of the Consultant in the performance of the services under this Agreement including, without limitation, errors or deficiencies in the drainage study, plans and other documents prepared by the Consultant. The City's Representative shall provide a written statement to the Consultant of the damages, costs and expenses which have been subtracted from any payment to the Consultant along with appropriate documentation and receipts, if any, and a description of the errors or deficiencies attributed to the Consultant. If the Consultant disputes the right or amount of the deduction made by the City, the Consultant may file a claim pursuant to Section 10.20 of this Agreement.

7.07 Release of Retention. Upon completion by the Consultant of the basic services required under this Agreement and acceptance of such services by the City (which acceptance will not be unreasonably withheld) within forty-five (45) days, be paid the balance of any money due for such services, including the retained percentages.

SECTION EIGHT PERFORMANCE SCHEDULE

8.01 *Performance Schedule.* The parties hereto have agreed to a general performance schedule (the "General Performance Schedule") which is set forth in Exhibit "E" attached hereto. Subsequent to the execution of this Agreement, the Consultant shall furnish to the City's Representative for approval a more detailed schedule of performance (herein the "Detailed Performance Schedule") to be attached hereto as Exhibit "E-1" no later than ten (10) days after Consultant receives written notice to proceed from the City's Representative. The Detailed Performance Schedule shall identify the time for each of the tasks set forth in Exhibit "A" attached hereto as the period of time that may reasonably be required to complete the tasks identified. The format of the Detailed Performance Schedule shall be based on a cost-loaded, task-oriented diagram. In preparing the Detailed Performance Schedule, the Consultant will provide (21) days for each document that is to be reviewed by the City.

8.02 *Revised Performance Schedule.* If the Consultant's performance is delayed or the sequence of tasks changed, the Consultant shall notify the City's Representative in writing of the reasons for the delay or the change. The Consultant shall then prepare a revised General and Detailed Performance Schedule for submission to and approval by the City's Representative.

8.03 *Increase in Retention.* If the Consultant is delayed by conditions within its control, as determined by the City after consultation with the Consultant, the City shall have the right to increase the amount of the retention up to 10 percent (10%) from the monthly payments under Section 7.05 of this Agreement until such time as the Consultant has complied with the General and Detailed Performance Schedule or presented an acceptable plan for such compliance.

SECTION NINE AUDIT: ACCESS TO RECORDS

9.01 *Records.* The Consultant shall maintain books, records and other documents directly pertinent to performance of this Agreement in accordance with generally accepted accounting principles and practices for a period of three (3) years after completion of this Agreement except that books, records or other documents which are subject of a pending audit shall be maintained for three (3) years after the completion of the audit. The Consultant shall also maintain the financial information and data used by the Consultant in the preparation or support of the invoices submitted to the City. Audits conducted pursuant to this provision shall be in accordance with generally accepted auditing standards, procedures and guidelines of the City, or its designated representative. The City, or its duly authorized representatives, shall have access to such books, records, and documents during normal business hours for the purpose of inspection, audit and copying. The Consultant will provide proper facilities for such access and inspection.

If the books, records or other documents are not located within Clark County, Nevada, then in the event of an audit, Consultant agrees to deliver the same to the address designated by the City. If the books, records or other documents are incomplete, Consultant agrees to pay for

the City's designated representative's cost to travel to Consultant's office to retrieve the omitted information needed for purposes of the audit.

9.02 Disclosure. The Consultant agrees to the disclosure of the information and reports resulting from access to records pursuant to Section 9.01 of this Agreement above provided that the Consultant is afforded the opportunity for an audit entrance and exit conference and an opportunity to comment and submit any supporting documentation on the pertinent portions of the draft audit report, and that the final audit report will include written comments, if any, of the Consultant.

9.03 Period of Maintenance. The books, records and other documents under Sections 9.01 and 9.02 of this Agreement shall be maintained for three (3) years after the date of the final payment for the services under this Agreement. In addition, those records and other documents which relate to any arbitration, litigation or the settlement of any claim arising out of this Agreement, or to which an audit exception has been taken, shall be maintained and made available until three (3) years after the date that the arbitration, litigation or exception has been resolved.

9.04 Subcontract Provisions. The Consultant agrees to include Sections 9.01 through 9.03 of this Agreement in all its subcontracts directly related to performance of services specified in this Agreement which are in excess of \$10,000.

SECTION TEN MISCELLANEOUS PROVISIONS

10.01 Suspension. The City may suspend performance by the Consultant under this Agreement for such period of time as the City, in its sole discretion, may prescribe by providing written notice to the Consultant at least ten (10) days prior to the effective date of the suspension. With such suspension, the City shall pay to the Consultant the amount of compensation, based on percentage of completion of the Project, earned until the effective date of suspension less all previous payments. The Consultant shall not provide any further services under this Agreement after the effective date of suspension until otherwise notified in writing by the City. In the event the City suspends performance by the Consultant for any cause other than the error or omission of the Consultant for an aggregate period in excess of thirty (30) days, the Consultant shall be entitled to an equitable adjustment of the compensation payable to the Consultant under this Agreement, including reimbursement to Consultant for additional costs occasioned as a result of such suspension of performance. In no event shall the City be liable to the Consultant for more than the percentage completed at the time of suspension.

10.02 Termination for Convenience. The City reserves the right to terminate this Agreement without cause or default on the part of the Consultant with the service of ten (10) days' prior written notification to the Consultant as provided in Section 10.18. In the event of termination, without cause or default, the City agrees to pay to the Consultant the reasonable value for the services performed as of the date that notification of termination is received by the Consultant.

10.03 Termination for Default. The occurrence of any of the following events shall constitute a default by the Consultant hereunder (herein "Event of Default"):

(i) If the Consultant shall default in the due observance and performance of any term, condition or covenant contained in this Agreement,

(ii) If the Consultant shall (a) voluntarily terminate operations or consent to the appointment of a receiver, trustee or liquidator of the Consultant for all or a substantial portion of its assets, (b) be adjudicated bankrupt or insolvent or file a voluntary petition in bankruptcy, or admit in writing to the inability to pay its debts as they become due, (c) make a general assignment for the benefit of creditors, (d) file a petition or answer seeking reorganization or an arrangement with creditors or take advantage of any insolvency law, or (e) if action shall be taken by the Consultant for the purpose of effecting any of the foregoing,

(iii) If any warrant, execution or other writ shall be issued or levied upon any property or assets of the Consultant and shall continue unvacated and in effect for a period of thirty (30) days, or

(iv) If the Consultant, in the judgment of the City, fails to provide the services hereunder properly and with proper dispatch in accordance with the time schedule set forth in Section Eight of this Agreement, and

(v) If such Event of Default continues for five (5) days after written notice to the Consultant, then the City may, without prejudice to any other remedy it may have at law or in equity, (a) terminate this Agreement, suspend payment of all pending invoices otherwise due to the Consultant hereunder, and finish this Agreement by such means as the City may see fit, reserving the right to deduct from any invoice balance due the Consultant for services rendered, the reasonable and necessary cost of completing the performance of this Agreement with the remaining funds originally set aside and budgeted therefor and paying the excess, if any, to the Consultant and in the event the cost of finishing the Consultant's work exceeds the invoice balance due the Consultant, such deficiency shall be paid by the Consultant to the City within five (5) days of receipt of an invoice from the City, or (b) terminate this Agreement and all the obligations imposed hereunder, including the obligation of any further payment for the services of the Consultant except for the reasonable value for the services performed as of the date of receipt of the notice of termination. The cost and expense of completing this Agreement shall be computed and audited by the City's Representative. The audit shall be made in accordance with generally accepted accounting principles and the Consultant shall pay the costs of such audit.

It is expressly agreed that the City reserves the right to offset any and all claims made by the Consultant for payment of its fees or the reimbursement of additional costs incurred hereunder, with any claims that the City might have against the Consultant for failure to comply with any of the terms, conditions or covenants of this Agreement.

10.04 Ownership of Documents. Any and all plans, exhibits and other documents (including electronic media) prepared or assembled by the Consultant, or any of its subconsultants, which are related to the performance of this Agreement are deemed to be the

property of the City. In the event of the completion or termination of this Agreement, the City shall be entitled to the plans, exhibits and other documents related to this Agreement not in its possession. The plans, exhibits and other documents may be utilized by the City for its own use for which they were prepared, and for use on other projects which may have parts in common with the Project.

10.05 Insurance.

A. Coverages. The Consultant shall procure and maintain, at its own expense, during the entire term of the Agreement, the following policies of insurance:

(i) Workman's Compensation Insurance protecting the Consultant from employee claims based on job-related sickness, disease, or accident.

(ii) Comprehensive General Liability Insurance protecting the Consultant, and its agents under this Agreement from claims of bodily injury (including death) and property damage. Such coverage shall be in a minimum amount of \$1,000,000 for the duration of this Agreement. The policy shall be endorsed to include the City as an additional insured party thereunder.

(iii) Professional Liability Insurance (Errors and Omissions Coverage) protecting the Consultant from claims arising out of performance of professional services caused by a negligent act or omission for which the insured is legally liable. Such coverage shall be in a minimum amount of \$1,000,000 for the duration of this Agreement.

B. Cancellation or Modification of Coverage. The Consultant's Comprehensive General Liability and Professional Liability Insurance Policies shall automatically include or be endorsed to cover the Consultant's contractual liability to the City under this Agreement, to waive subrogation against the City, its officers, agents, servants and employees and to provide that the City will be given thirty (30) days' notice in writing of any cancellation of, or material change in, the policies.

C. Certificates and Endorsements. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer and licensed by the State of Nevada. All deductibles and self-insured retentions shall be fully disclosed in the Certificate of Insurance. No deductible or self-insured retention may exceed \$50,000 without the written approval of the City. Certificates indicating that such insurance is in effect shall be delivered to the City before any services are provided under this Agreement.

D. Period of Coverage. If the insurance coverage is underwritten on a "claims made" basis, the retroactive date shall be prior to or coincident with the date of this Agreement and the Certificate of Insurance shall state such coverage and the retroactive date. Upon availability, the Consultant shall maintain coverage for the duration of this Agreement and for two years following completion of this Agreement. The Consultant shall provide the City annually a Certificate of Insurance as evidence of such insurance.

10.06 Indemnity. Notwithstanding any of the insurance requirements set forth in Section 10.05, and not in lieu thereof, the Consultant shall protect, indemnify and hold the City, its officers, employees, and agents (herein the "Indemnitees") harmless from any and all claims, damages, losses, expenses, suits, actions, decrees, judgments, arbitration awards, reasonable attorney fees and court costs (herein the "Claims") which the Indemnitees, or any of them, may suffer as a result of, by reason of, or as a consequence of, the negligent or reckless act or omission of the Consultant, its subcontractors, agents or anyone employed by the Consultant, its subcontractors or agents, in the performance of this Agreement.

As part of its obligation hereunder, the Consultant shall, at its own expense, defend the Indemnitees against the Claims which may be brought against them, or any of them, as a result of, by reason of, or as a consequence of, the negligent or reckless act or omission of the Consultant, its subcontractors or agents, for and against which the Consultant is obligated to indemnify the Indemnitees unless the Indemnitees, or any of them, elect to conduct their own defense which, in such case, shall not cause a waiver of the obligation of indemnification set forth herein. If the Consultant shall fail to do so, the Indemnitees, and each of them, shall have the right, but not the obligation, to defend the same and charge all direct and incidental costs of such defense (including reasonable attorney fees and court costs) against the Consultant.

10.07 Assignment. The City and the Consultant each bind itself and its partners, successors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party in respect to all covenants of this Agreement, except the Consultant shall not assign, sublet or transfer any obligation or benefit under this Agreement without the written consent of the City. Nothing contained herein shall be construed as creating any personal liability on the part of any officer or agent of the City.

10.08 Waiver. No consent or waiver, express or implied, by either party to this Agreement, or of any breach or default by the other in the performance of any obligations hereunder, shall be deemed or construed to be a consent or waiver of any other breach or default by such party hereunder. Failure on the part of any party hereto to complain of any act, or failure to act of the other party, or to declare that other party in default hereunder, irrespective of how long such failure continues, shall not constitute a waiver of the rights of such party hereunder. Inspection, payment, or tentative approval or acceptance by the City or the failure of the City to perform any inspection hereunder, shall not constitute a final acceptance of the work or any part thereof and shall not release the Consultant of any of its obligations hereunder.

10.09 Consultant Warranties. The Consultant hereby represents and warrants:

(i) That it is financially solvent, able to pay its debts as they mature, and is possessed of sufficient working capital to complete this Agreement; that it is experienced, qualified and is able to furnish the plant, tools, materials, supplies, equipment, facilities and personnel, and is experienced in and competent to perform the services contemplated by this Agreement, and that it is qualified to provide such services and is authorized to do business in the State of Nevada,

(ii) That it holds a license, permit or other special license to perform the services included in this Agreement, as required by law, or employs or works under the general supervision of the holder of such license, permit or special license, and

(iii) That it has, pursuant to the requirements of Resolution 79-99 adopted by the City Council on August 4, 1999 (effective October 1, 1999) as amended by Resolution 105-99 (adopted by the City Council on November 17, 1999), disclosed on the form attached hereto as Exhibit "G", all of the principals, including partners, of the Consultant, as well as all persons and entities holding more than a one percent (1%) interest in the Consultant or any principals of the Consultant. If the Consultant, or its principals or partners, are required to provide disclosure under federal law (such as Securities and Exchange Commission or the Employee Retirement Income Act) and current copies of such federal disclosures are attached to Exhibit "G", the requirements of this Section shall be deemed satisfied. During the term of this Agreement, the Consultant shall notify the City in writing of any material change in the above disclosure on Exhibit "G" within 15 days of such change.

10.10 Consultant's Employees. The Consultant shall be responsible for maintaining satisfactory standards of employee competency, conduct and integrity, and shall be responsible for taking such disciplinary action with respect to its employees as may be necessary. In the event the Consultant fails to remove any employee from the contract work whom the City deems incompetent, careless or insubordinate, or whose continued employment on the work is deemed by the City to be contrary to the public interest, the City reserves the right to require such removal as a condition for the continuation of this Agreement.

10.11 Independent Contractor. It is hereby expressly agreed and understood that in the performance of the services required herein, the Consultant and any other person employed by him hereunder shall be deemed to be an independent contractor and not an agent or employee of the City.

10.12 Applicable Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of Nevada.

10.13 Compliance with Laws. The Consultant shall in the performance of its obligations hereunder comply with all applicable laws, rules and regulations of all governmental authorities having jurisdiction over the performance of this Agreement including, without limitation, the Federal Occupational Health and Safety Act and all state and federal laws prohibiting and/or related to discrimination by reason of race, sex, age, religion or national origin.

10.14 Severability. In the event that any provisions of this Agreement shall be held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain valid and binding on the parties hereto.

10.15 Confidentiality. The Consultant shall treat the information relating to the Project, which has been produced by the Consultant or provided by the City as confidential and proprietary information of the City and shall not permit its release to other parties or make any

public announcement or publicity release without the City's written authorization. The Consultant shall also require subcontractors to comply with this requirement.

10.16 Site Inspection. The Consultant represents that it will visit the location of the Project and will familiarize itself as to the general condition thereof and that the Consultant's compensation as provided for in the Agreement is just and reasonable compensation for performance hereunder including reasonably foreseen and foreseeable risks, hazards and difficulties in connection therewith based on such above-ground observations.

10.17 Modification. All modification or amendments to this Agreement are null and void unless reduced in writing and signed by the parties hereto.

10.18 Notice. Any notice required to be given hereunder shall be deemed to have been given when the notice is (i) received by the party to whom it is directed by personal service, (ii) telephonically faxed to the telephone number below provided confirmation of transmission is received thereof, or (iii) deposited as registered or certified mail, return receipt requested with the United States Postal Service, addressed as follows:

TO CITY:

City of Las Vegas
400 Stewart Avenue
Las Vegas, Nevada 89101
Randy Fultz, P.E.
Fax: (702) 382-8551

TO CONSULTANT:

Parsons
840 Grier Drive, #140
Las Vegas, NV 89119
Attn: James Caviola, P.E.
Fax: (702) 435-8412

10.19 Prohibition Against Contingent Fees. The Consultant represents and warrants that no person or entity has been employed or retained to solicit or secure this Agreement with the Agreement or understanding that a commission, percentage, brokerage or contingent fee would be paid to that person. For breach or violation of this provision, the City shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the compensation to be paid to the Consultant, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

10.20 *Dispute Resolution.*

A. *Fee Disputes.* Any fee dispute arising under this Agreement which is not disposed of by mutual agreement between the parties shall be decided by the City Manager, whose decision shall be reduced to writing and mailed or otherwise furnish a copy thereof, to the Consultant. The decision of the City Manager shall be final and conclusive unless, within thirty (30) days after the date on which the Consultant receives its copy of such decision, the Consultant mails or otherwise furnishes to the City Manager a written appeal from the decision, addressed to the City Council in care of the Director of Public Works. The decision of the City Council, or its duly authorized representative for the determination of any such appeal, shall be final and conclusive. The Consultant shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending the final decision of a dispute by the City Council, or its duly authorized representative, the Consultant shall proceed diligently with the work to be performed under this Agreement and in accordance with the City Manager's decision.

If, during the performance of this Agreement, a dispute arises between the parties as to whether the services provided by the Consultant are basic services, or services entitled to additional compensation, the Consultant agrees to notify the City prior to providing such services of the Consultant's intent to seek additional compensation as provided in this Section. Such notice shall be for the purpose of affording the City the opportunity to monitor and verify the performance of the additional services and failure to provide the City with such notice prior to providing the services shall constitute forever a bar and a waiver of such claim.

B. *Non-Fee Disputes.* All non-fee claims, disputes and other matters in question between the parties to this Agreement arising out of or relating to the performance of this Agreement, or the breach thereof, shall be decided by arbitration or litigation, whichever manner of resolution is designated by the City. As a prerequisite to the exercise of such right, the party seeking to arbitrate or litigate a claim, dispute or other matter shall notify the other party as required under subsection D of this Section. For each claim asserted by the Consultant, the City shall notify the Consultant within thirty (30) days of receipt of such notice as to the designated forum for resolving the claim, dispute or other matter. Failure of the City to notify the Consultant within the aforementioned thirty (30) days shall be deemed to be an election on the part of the City to arbitrate the claim, dispute or other matter in question between the parties. For each claim asserted by the City, the notice provided to the Consultant under subsection D of this Section shall also state the forum selected by the City for resolving the claim, dispute or other matter in question between the parties.

If the claim, dispute or other matter is to be decided by arbitration, then such determination shall be made according to the current arbitration rules of the American Arbitration Association or the Nevada Arbitration Association, whichever is selected by the City. Any arbitration arising out of or relating to this Agreement may include, by consolidation, joinder or in any other manner, any additional person not a party to this Agreement if so requested by either party to this Agreement. Any consent to arbitration involving an additional person or persons shall not constitute consent to arbitration of any dispute not described therein. This agreement to arbitrate with an additional person or persons, and any decision resulting

therefrom, shall be binding and enforceable under the prevailing arbitration laws of the State of Nevada.

C. *Right of Joinder.* In the event the City is named as a party to any arbitration action, or commences an arbitration action against a party other than the Consultant, which action arises out of, results from or is connected with the construction of the Project or the performance of the Consultant's services hereunder (such as, without limitation, any arbitration action between the City and the contractor awarded the contract to construct the Project), the Consultant agrees and hereby irrevocably consents to be joined as a party in the arbitration proceeding and to be bound by any decision resulting therefrom. Any joinder of the Consultant hereunder is conditioned upon the handling of such arbitration in accordance with the arbitration rules of the Nevada Arbitration Association or the American Arbitration Association or as otherwise agreed to by the parties. None of the time provisions imposed under Subsection D and E of this Section apply to the joinder rights provided herein in such a way as to preclude the City from joining the Consultant as a party to any arbitration proceeding which the City commences or is named as a party and which arises out of, results from or is connected with the construction of the Project.

If the Consultant is named as an additional party by the City, the Consultant shall not be entitled to any additional compensation from the City as a result of preparing for, and participating in, the arbitration.

D. *Notice of Claim.* In order to be able to arbitrate or litigate any claim, dispute or other matter in question between the parties under Subsection B of this Section, written notice thereof must be given by the party requesting the arbitration or litigation to the other party within thirty (30) days, in the case of notice to the City, or within sixty (60) days, in the case of notice to the Consultant, after the claim, dispute or other matter arises. The purpose of such notification is to place the notified party on notice so that proper measures can be taken to properly defend against such claim, dispute or other matter, and the failure to give such notice shall preclude the party desiring arbitration or litigation from subsequently arbitrating or litigating that particular claim, dispute or other matter.

E. *Notice of Arbitration.* The filing of the aforementioned notice of claim shall preserve that party's right to arbitration, but shall not obligate the party to proceed with arbitration. In the event that the party requesting arbitration desires to proceed with the arbitration, a written demand for arbitration shall be filed in writing with the other party and with the American Arbitration Association or the Nevada Arbitration Association within sixty (60) days after the filing of the Certificate of Substantial Completion with respect to the Project or final payment to the Consultant, whichever is the first to occur, and the failure to make such demand shall forever bar such claim, dispute or other matter from being arbitrated or litigated.

F. *Discovery.* In the event of arbitration, it is agreed by the parties hereto that all means of discovery including, but not limited to, depositions and interrogatories will be afforded to the parties involved in the arbitration, and the appointed arbitrator shall have all authority to impose sanctions against either party for failing to comply with the rules of discovery provided under the Nevada Rules of Civil Procedure.

H. Mediation. By mutual written consent, in addition to the remedy of arbitration, the parties may endeavor to settle the claim, dispute or other matter in question between the parties by mediation in accordance with the current mediation rules of the Nevada Arbitration Association, the American Arbitration Association or other mediation service agreed to by the parties. Such mediation may occur at any time, including prior to the date that a hearing may have been scheduled for the arbitration. If a written request for mediation arises prior to the expiration of the sixty (60) day notice requirement set forth in Subsection E of this Section, then such time period shall be tolled (i) for a period of ten (10) days while the request is agreed to or denied, or (ii) if the request for mediation is agreed to, then until completion of the mediation.

10.22 Calendar Day. All references in this Agreement to days are to calendar days unless otherwise indicated.

10.24 Agreements Version. This Agreement utilizes the City's standard form updated as of March 8, 2002.

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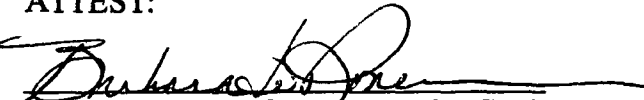
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first above written.

CITY OF LAS VEGAS

By: 
OSCAR B. GOODMAN, Mayor

"City"

ATTEST:


BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:

 12/16/04
Date

Deputy City Attorney


By: James Caviola
Its: Vice President

"Consultant"

EXHIBITS

Exhibit "A"	Scope of Services (Sections 1.01, 7.02, 8.01)
Exhibit "A-1"	Location Map
Exhibit "B"	Additional Services (Sections 1.01, 4.01, 7.03)
Exhibit "C"	Manhour Estimates (Section 7.02)
Exhibit "D"	Cost Derivative and Hourly Fee Schedule (Sections 7.02, 7.03)
Exhibit "E"	General Performance Schedule (Section 8.01)
Exhibit "F"	Invoice Format (Section 7.04)
Exhibit "G"	Disclosure of Principals (Section 10.09D)

Exhibit A
Scope of Services
City Parkway and D Street Connector Study

SCOPE OF SERVICES

Task 1—Project Coordination and Schedule

Task 1.1 Project Meetings

Consultant will be responsible for overall management of the D and F Street Connector Study, ensuring that issues are identified and addressed, decisions are documented and that the project is completed on schedule. Consultant will facilitate regular meetings, preparing agenda, handouts, and minutes for these meetings. Consultant will maintain coordination with other agencies as necessary. Specifically, Parsons will coordinate with the I-515 Corridor Study and EIS and the I-15 NEPA Document project being prepared by NDOT and their consultant(s). Consultant will monitor and report progress to the CLV with invoices which will be submitted monthly.

Task 1.2 Project Schedule

A summary project schedule will be prepared using Microsoft PowerPoint. The schedule will show all project activities and subactivities, milestones, project deliverables, and QA/QC review. The schedule will be updated, as necessary, and distributed at monthly progress meeting.

Task 2—Data Collection and Review

Task 2.1 Studies and Plans

Consultant will obtain all available information for the project from the CLV and other agencies, including relevant reports, maps, design parameters, traffic data and geologic data. Existing right-of-way limits within the project area will be identified. No subsurface explorations are contemplated. Additional data collection will include intersection turning movement traffic counts and field review of all data.

Task 2.2 Field Reconnaissance

Consultant shall conduct a field reconnaissance to verify and supplement the project data. Existing facilities will be documented in the field review.

Task 3—Traffic Studies

Task 3.1 Traffic Demand Volumes

Consultant will identify existing and future year traffic demand volumes and operational conditions along Bonanza Road, F Street and D Street. Consultant will document existing, 2030 no-build and build traffic volumes.

Task 3.2 Turning Movement Volumes

Consultant will forecast turning movement volumes at the following intersections for build and no-build project scenarios:

1. Bonanza Road and F Street
2. Bonanza Road and D Street
3. City Parkway and Grand Central Parkway

Task 3.3 Level of Service Calculations

Consultant will perform Level of Service (LOS) calculations at the above intersections for the following time of day scenarios in the year 2030:

- > 2030 AM Peak Hour
- > 2030 PM Peak Hour

Task 3.4 Traffic Simulations

Consultant will perform corridor traffic simulation at the above intersections for the following time of day scenarios in the year 2030:

- > 2030 AM Peak Hour
- > 2030 PM Peak Hour

Task 4— Geometric Layout

Task 4.1 Geometric Design Alternatives Development

Consultant will develop and analyze alternatives to address corridor connectivity and constraints.

Task 4.2 Geometric Design Alternatives Design

Consultant will prepare up to three roadway alignment alternatives for connecting D Street and F Street, with connectivity to City Parkway.

Task 4.3 Geometric Design Concept-Level Drawings

Consultant will prepare design drawings for the CLV preferred alternative on an aerial base sheet to a 30% level of design (aerial photos to be provided by City of Las Vegas). Design drawings will include typical sections; roadway centerline; curb, gutter and sidewalk; surface and known subsurface utilities; drainage facilities; traffic striping and signing; and traffic signal layout. Consultant will incorporate at-grade intersections with the Union Pacific Railroad into the design.

Task 5—Right-of-Way

Task 5.1 Right-of-way Delineation

Consultant will delineate existing right-of-way based on available mapping from the CLV and Assessor's Parcel Maps. At this stage, this delineation is necessarily a graphical interpretation of the right-of-way. Consultant will delineate minimum right-of-way necessary for alternatives considered. Consultant will estimate obvious easement areas.

Task 5.2 Property Ownership

Property ownership will be identified from Assessor's Maps.

Task 5.3 Right-of-Way Impacts

Consultant will perform a preliminary overview to identify potential problem areas, such as larger parcel issues and severance damage issues.

Task 5.4 Right-of-Way Estimates

Right-of-way acquisition costs will be estimated, based on factored assessed valuation.

Task 6—Cost Estimate

6.1 Prepare Cost Estimates

Consultant will assemble unit cost data based on recent historical data. Conceptual level quantity take-offs will be prepared. Where possible at this stage of the project, Consultant will quantify items as opposed to providing allowances or lump sum items.

Consultant will report conceptual level construction costs in spreadsheet format, including costs for right-of-way and utilities.

Task 7—Reports

Task 7.1 Draft Report

Prepare Draft City Parkway and D Street Connector Study Report which incorporates findings developed during the study. A preferred alternative will be identified. One original and ten copies will be submitted to the CLV.

Task 7.2 Final Report

Prepare Final City Parkway and D Street Connector Study Report, incorporating comments received on the Draft Report. One original and ten copies will be submitted to the CLV.

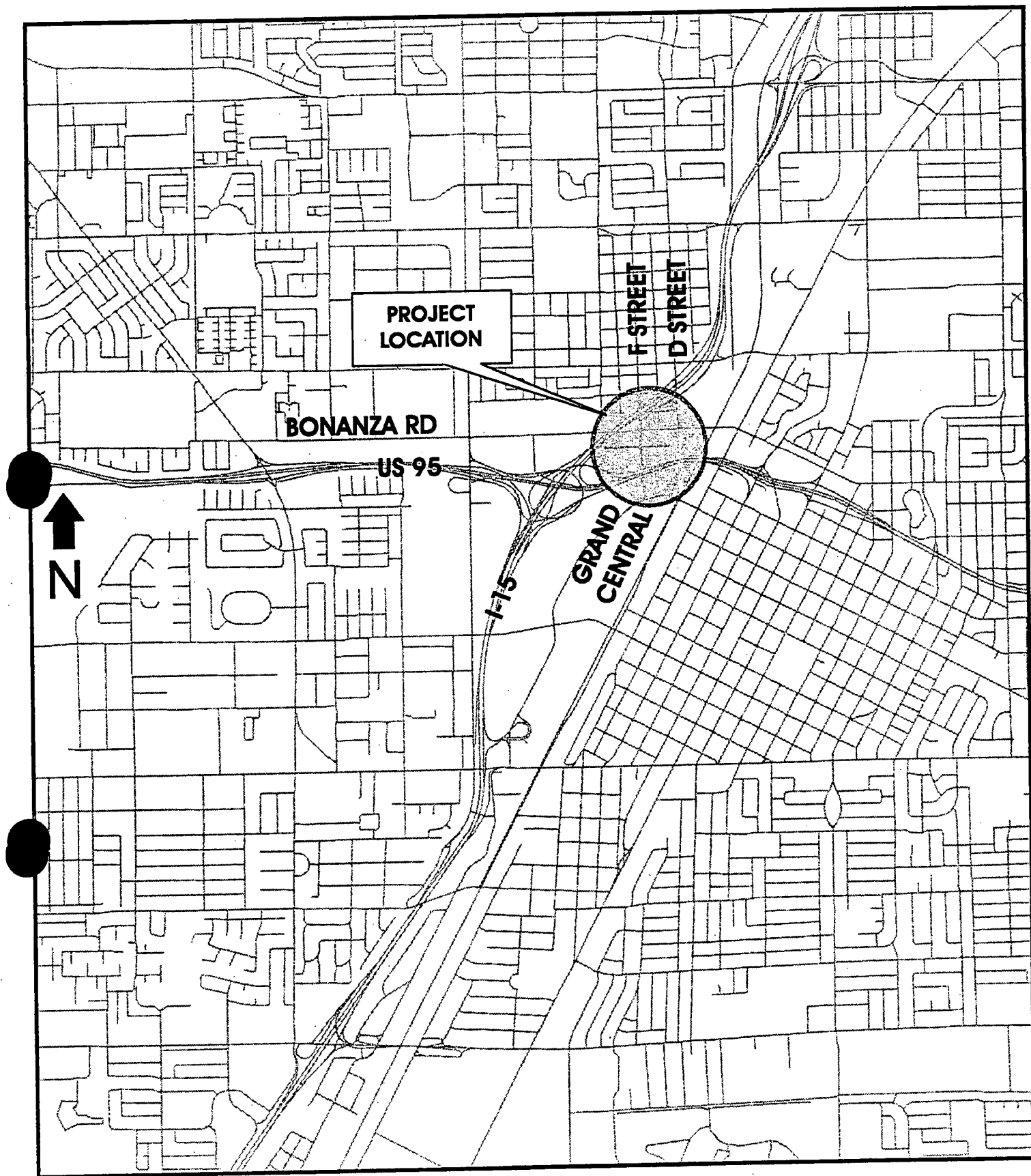


Figure 1: Project Location Map

Exhibit B
Additional Services
City Parkway and D Street Connector Study

Task 8 – Additional Services

The Consultant will perform additional services upon written authorization by the City. Additional services that may be necessary include:

- 8.1 Provide additional civil engineering services in the event it is necessary to perform additional work not specified under Tasks 1 through 7, but required for and related to the project.
- 8.2 Through a subcontractor, VTN Nevada, Inc., the Consultant shall provide survey services to:
- Establish horizontal and vertical control for the project mapping.
 - Provide project mapping, at 1" = 40' scale and 1 ft contour interval, extending at least 150 ft on each side of the project area.
 - Perform ground survey to supplement the GIS aerial photography.

All benchmarks and vertical and horizontal survey control points will be coordinated with and approved by the City Surveyor.

- 8.3 Obtain additional right-of-way documentation not specified under the Scope of Work, including certified copies of deeds, title reports, and other data depicting property ownership, utility easements, patent easements, and mining claims. This task may also include preparation of right-of-way exhibits and legal descriptions for permanent and temporary easements.
- 8.4 Provide, through a subcontractor, services for potholing including backfill, compaction and pavement patching. Provide surveying services for field location of excavated potholes and supply a copy of the field data to the City.
- 8.5 Prepare background material for agenda items and visual aids for presentations as requested by the City.

EXHIBIT C
PROFESSIONAL ENGINEERING SERVICES AGREEMENT FOR
CITY PARKWAY AND D STREET CONNECTOR STUDY

Manhour Estimate

Task Description		Project Manager \$50.08	Engineer/Planner V \$85.88	Engineer/Planner IV \$55.08	Engineer/Planner III \$45.00	Engineer II \$35.08	Technician II \$38.00	Technician \$28.00	Admin/Clerical \$25.00	Total Manhours
TASK 1 MANAGEMENT AND MEETINGS										
1.1	Project Meetings	24	40	0	0	0	0	0	8	72
1.2	Project Schedule	8	0	0	0	0	0	0	0	8
	Subtotal	38	40	0	0	0	0	0	8	78
TASK 2 DATA COLLECTION										
2.1	Studies and Plans	8	4	0	4	0	0	0	8	24
2.2	Field Reconnaissance	8	4	0	4	0	0	0	8	24
	Subtotal	16	8	8	8	0	0	0	16	48
TASK 3 TRAFFIC STUDIES										
3.1	Traffic Demand Volumes	4	4	8	4	4	0	0	2	24
3.2	Turning Movement Volumes	4	4	8	4	4	0	0	2	24
3.3	Level of Service Calculations and Traffic Simulations	4	4	8	4	0	0	0	2	20
3.4	Traffic Simulations	4	4	8	4	0	0	0	2	20
	Subtotal	18	16	24	18	8	0	0	6	88
TASK 4 GEOMETRIC LAYOUT										
4.1	Geometric Design Alternatives Development	4	4	0	20	8	20	0	2	58
4.2	Geometric Design Alternatives Design	4	4	0	10	4	10	0	2	34
4.3	Geometric Design Concept-Level Drawings	8	8	0	10	4	10	0	4	44
	Subtotal	16	16	8	40	16	40	0	8	136
TASK 5 RIGHT OF WAY										
5.1	Right-of-Way Delineation	4	2	0	6	4	0	0	2	18
5.2	Property Ownership	4	2	0	6	4	0	0	2	18
5.3	Right-of-Way Impacts	4	2	0	6	4	0	0	2	18
5.4	Right-of-Way Estimates	4	2	0	10	4	0	0	2	22
	Subtotal	16	8	0	28	16	0	0	6	78
TASK 6 COST ESTIMATE										
6.1	Prepare Cost Estimate	16	0	0	24	0	0	0	8	48
	Subtotal	16	0	0	24	0	0	0	8	48
TASK 7 REPORTS										
7.1	Draft Report	16	20	0	0	0	0	28	4	66
7.2	Final Report	8	10	0	0	0	0	6	4	28
	Subtotal	24	30	0	0	0	0	32	8	94
SUBTOTAL BASIC SERVICES		134	118	24	118	40	40	32	64	568
TASK 8 SUPPLEMENTAL SERVICES										
8.1	Additional Engineering Design	0	0	0	0	0	0	0	0	0
8.2	Survey and Mapping	0	0	0	0	0	0	0	0	0
8.3	Right-of-Way	0	0	0	0	0	0	0	0	0
8.4	Potholing	0	0	0	0	0	0	0	0	0
8.5	Meeting/Council Support Services	0	0	0	0	0	0	0	0	0
SUBTOTAL ADDITIONAL SERVICES		0	0	0	0	0	0	0	0	0
TOTAL BASIC + SPECIAL SERVICES		134	118	24	118	40	40	32	64	568

Cost Derivation and Hourly Fee Schedule

Task Description		Project Manager \$50.00	Engineer/ Planner V \$85.00	Engineer/ Planner IV \$55.00	Engineer/ Planner III \$45.00	Engineer II \$35.00	Technician II \$30.00	Technician \$20.00	Admin/ Clerical \$25.00	Total Manhours	Expenses	Unloaded Labor	Loaded Labor 2.95
TASK 1 MANAGEMENT AND MEETINGS													
1.1	Project Meetings	24	40	0	0	0	0	0	8	72	\$1,600.00	\$4,800.00	\$14,160.00
1.2	Project Schedule	6	0	0	0	0	0	0	0	6	\$0.00	\$300.00	\$885.00
	Subtotal	30	40	0	0	0	0	0	8	78	\$1,600.00	\$5,100.00	\$15,045.00
TASK 2 DATA COLLECTION													
2.1	Studies and Plans	8	4	0	4	0	0	0	8	24	\$0.00	\$1,120.00	\$3,304.00
2.2	Field Reconnaissance	8	4	0	4	0	0	0	8	24	\$800.00	\$1,120.00	\$3,304.00
	Subtotal	16	8	0	8	0	0	0	16	48	\$800.00	\$2,240.00	\$6,608.00
TASK 3 TRAFFIC STUDIES													
3.1	Traffic Demand Volumes	4	4	6	4	4	0	0	2	24	\$0.00	\$1,240.00	\$3,658.00
3.2	Turning Movement Volumes	4	4	8	4	4	0	0	2	24	\$0.00	\$1,240.00	\$3,658.00
3.3	Level of Service Calculations and Traffic Simulations	4	4	6	4	0	0	0	2	20	\$0.00	\$1,100.00	\$3,245.00
3.4	Traffic Simulations	4	4	6	4	0	0	0	2	20	\$0.00	\$1,100.00	\$3,245.00
	Subtotal	16	16	24	18	8	0	8	8	88	\$0.00	\$4,680.00	\$13,806.00
TASK 4 GEOMETRIC LAYOUT													
4.1	Geometric Design Alternatives Development	4	4	0	20	8	20	0	2	58	\$0.00	\$2,370.00	\$6,991.50
4.2	Geometric Design Alternatives Design	4	4	0	10	4	10	0	2	34	\$0.00	\$1,480.00	\$4,366.00
4.3	Geometric Design Concept-Level Drawings	8	8	0	10	4	10	0	4	44	\$0.00	\$2,070.00	\$6,106.50
	Subtotal	16	16	0	48	16	40	0	8	138	\$0.00	\$5,920.00	\$17,464.00
TASK 5 RIGHT OF WAY													
5.1	Right-of-Way Delineation	4	2	0	6	4	0	0	2	18	\$0.00	\$830.00	\$2,448.50
5.2	Property Ownership	4	2	0	6	4	0	0	2	18	\$0.00	\$830.00	\$2,448.50
5.3	Right-of-Way Impacts	4	2	0	6	4	0	0	2	18	\$0.00	\$830.00	\$2,448.50
5.4	Right-of-Way Estimates	4	2	0	10	4	0	0	2	22	\$0.00	\$1,010.00	\$2,979.50
	Subtotal	16	8	8	28	16	8	0	8	76	\$0.00	\$3,500.00	\$10,325.00
TASK 6 COST ESTIMATE													
6.1	Prepare Cost Estimate	16	0	0	24	0	0	0	8	48	\$0.00	\$2,080.00	\$6,136.00
	Subtotal	16	8	0	24	8	0	0	8	48	\$0.00	\$2,080.00	\$6,136.00
TASK 7 REPORTS													
7.1	Draft Report	18	20	0	0	0	0	28	4	68	\$1,475.00	\$3,120.00	\$9,204.00
7.2	Final Report	8	10	0	0	0	0	8	4	28	\$1,200.00	\$1,470.00	\$4,336.50
	Subtotal	24	30	0	0	0	0	32	8	94	\$2,675.00	\$4,590.00	\$13,540.50
SUBTOTAL BASIC SERVICES		134	116	24	116	40	40	32	64	568	\$5,075.00	\$28,110.00	\$82,924.50
TASK 8 SUPPLEMENTAL SERVICES													
8.1	Additional Engineering Design	0	0	0	0	0	0	0	0	0	\$0.00	\$0.00	\$0.00
8.2	Survey and Mapping	0	0	0	0	0	0	0	0	0	\$0.00	\$0.00	\$0.00
8.3	Right-of-Way	0	0	0	0	0	0	0	0	0	\$0.00	\$0.00	\$0.00
8.4	Potholing	0	0	0	0	0	0	0	0	0	\$0.00	\$0.00	\$0.00
8.5	Meeting/Council Support Services	0	0	0	0	0	0	0	0	0	\$0.00	\$0.00	\$0.00
SUBTOTAL ADDITIONAL SERVICES		0	0	0	0	8	8	0	0	0	\$0.08	\$0.80	\$0.00
TOTAL BASIC + SPECIAL SERVICES		134	116	24	116	48	48	32	64	568	\$5,075.00	\$28,110.00	\$82,924.50
TOTAL LABOR + EXPENSES													\$88,008

Work Plan Diagram and Schedule

City Parkway and D Street Connector Study

EXHIBIT E

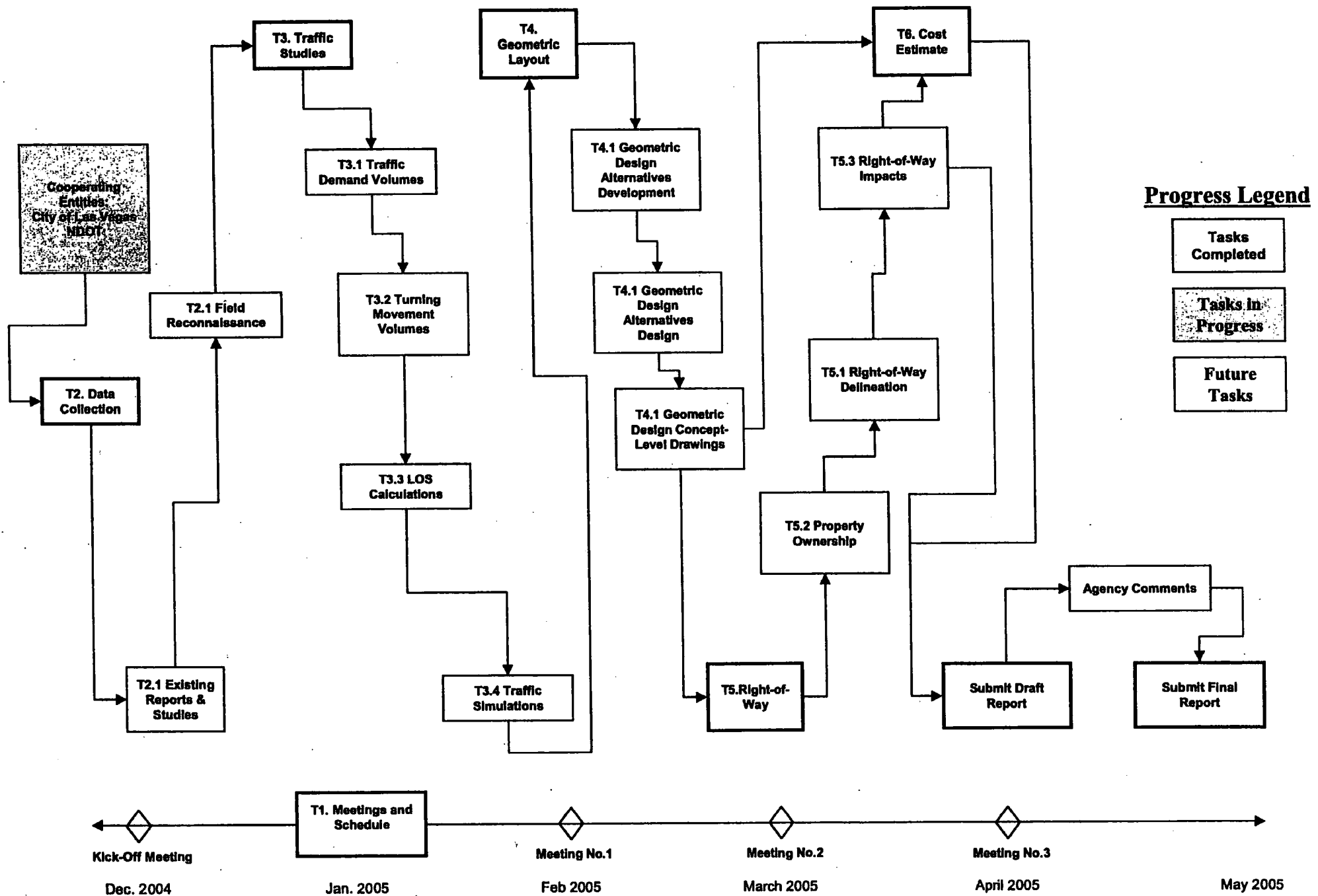


EXHIBIT F-SAMPLE INVOICE

TO: CITY OF LAS VEGAS
400 East Stewart Street
Las Vegas, Nevada 89101

FROM: PARSONS
840 Grier Drive, #140
Las Vegas, NV 89119

Project: City Parkway and D Street Connector Study
Attention: Greg McDermott, Public Works/Engineering

Date: _____
Period: From: _____ To: _____
Invoice #: _____
Job #: _____

Contract Task #	Description	Original Value of Task	% Task Completed this Period	Value of Work Completed this Period	% Task Completed to Date	% of Work Left in Budget	Value of Work Left in Budget	Previously Billed
1	MANAGEMENT AND MEETINGS							
2	DATA COLLECTION							
3	TRAFFIC STUDIES							
4	GEOMETRIC LAYOUT							
5	RIGHT-OF-WAY							
6	COST ESTIMATE							
7	REPORTS							
Subtotal (\$)		Subtotals		\$			\$	\$

Expenses:

Reimbursables	\$	\$	\$	\$
Other	\$	\$	\$	\$
Subtotal	\$	\$	\$	\$

SubConsultants

	\$	\$	\$	\$
	\$	\$	\$	\$
	\$	\$	\$	\$
Subtotal	\$	\$	\$	\$

Subtotal All Services
<5% Retention>

\$	\$	\$	\$
\$	\$	\$	\$

TOTAL AMOUNT DUE THIS INVOICE

Total Amount Billed to Date

Total Amount of Retention to Date

Total Amount of Contract (Not Exceed)

Total Amount Remaining in Contract

\$
\$
\$
\$

Please Remit Payment to: Parsons, 840 Grier Drive, Suite 140, Las Vegas, NV 89119

EXHIBIT G
Certificate - Disclosure of Ownership/Principals

1. Definitions

"City" means the City of Las Vegas.

"City Council" means the governing body of the City of Las Vegas.

"Contracting Entity," means the individual, partnership, or corporation seeking to enter into a contract or agreement with the City of Las Vegas.

"Principal" means, for each type of business organization, the following: (a) sole proprietorship – the owner of the business; (b) corporation – the directors and officers of the corporation; but not any branch managers of offices which are a part of the corporation; (c) partnership – the general partner and limited partners; (d) limited liability company – the managing member as well as all the other members; (e) trust – the trustee and beneficiaries.

2. Policy

In accordance with Resolution 79-99 and 105-99 adopted by the City Council, Contracting Entities seeking to enter into certain contracts or agreements with the City of Las Vegas must disclose information regarding ownership interests and principals. Such disclosure generally is required in conjunction with a Request for Proposals (RFP). In other cases, such disclosure must be made prior to the execution of a contract or agreement.

3. Instructions

The disclosure required by the Resolutions referenced above shall be made through the completion and execution of this Certificate. The Contracting Entity shall complete Block 1, Block 2, and Block 3. The Contracting entity shall complete either Block 4 or its alternate in Block 5. Specific information, which must be provided, is highlighted. An Officer or other official authorized to contractually bind the Contracting Entity shall sign and date the Certificate, and such signing shall be notarized.

4. Incorporation

This Certificate shall be incorporated into the resulting contract or agreement, if any, between the City and the Contracting entity. Upon execution of such contract or agreement, the Contracting Entity is under a continuing obligation to notify the City in writing of any material changes to the information in this Certificate. This notification shall be made within fifteen (15) days of the change. Failure to notify the City of any material change may result, at the option of the City, in a default termination (in whole or in part) of the contract or agreement, and/or a withholding of payments due the Contracting Entity.

**Certificate - Disclosure of Ownership/Principals
(Continued)**

Block 1 Contracting Entity
Name Parsons
Address 840 Grier Drive, Suite 140
Telephone 702-435-2116
EIN or DUNS 007979396

Block 2 Description Subject Matter of Contract/Agreement
City Parkway and D Street Connector Study
RFP# N/A

Block 3	Type of Business
☐ Individual ☐ Partnership ☐ Limited Liability Company ☒ Corporation ☐ Trust ☐ Other:	

Block 4 <u>Disclosure of Ownership and Principals</u> In the space below, the Contracting Entity must disclose all principals (including partners) of the Contracting Entity, as well as persons or entities holding more than one-percent (1%) ownership interest in the Contracting Entity.

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	James R. Shappell, President	1133 15 th Street, NW, 8 th Floor Washington, DC 20005	202-775-3300
2.	Thomas E. Barron, Executive Vice President	1133 15 th Street, NW, 8 th Floor Washington, DC 20005	202-775-3300
3.	Lynn Schrier, Vice President	1133 15 th Street, NW, 8 th Floor Washington, DC 20005	202-775-3300
4.	Richard L. Reddy, Senior Counsel	1133 15 th Street, NW, 8 th Floor Washington, DC 20005	202-775-3300
5.			
6.			
7.	"Parsons is a wholly-owned subsidiary of Parsons Corporation (Pasadena, CA), which is a 100% employee-owned company. No employee owns more than 1% of the company."		
8.			
9.			

**Certificate - Disclosure of Ownership/Principals
(Continued)**

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: N/A

Date of Attached Document: _____ Number of Pages: _____

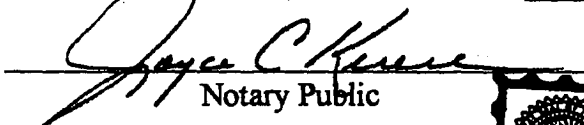
I certify under penalty of perjury, that all the information provided in this Certificate is current, complete and accurate. I further certify that I am an individual authorized to contractually bind the above named Contracting Entity

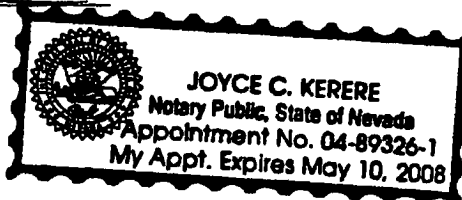

James Caviola, Parsons

November 22, 2004

Date

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


Notary Public



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 16, 2005

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

Approval of an Interlocal Agreement between the City of Las Vegas and the State of Nevada acting through its Department of Transportation (NDOT) for the construction of storm drain facilities within the US95 widening project from I-15 to Rainbow Boulevard (\$5,875,282 - Clark County Regional Flood Control District [CCRFCD]) - Wards 1 and 5 (Tarkanian and Weekly)

Fiscal Impact:

☐ No Impact	Amount:	\$5,875,282.00
☒ Budget Funds Available	Dept./Division:	Public Works/City Engineer
☐ Augmentation Required	Funding Source:	CCRFCD

PURPOSE/BACKGROUND:

The purpose of this Interlocal Agreement is to define the responsibilities, cooperation and participation for the construction and costs of the Clark County Regional Flood Control District (CCRFCD) facility within the US-95 widening project from I-15 to Rainbow. NDOT will originally fund the facility with funds estimated to be \$62,000,000. The CCRFCD approved a resolution for funding of \$247,000 in fiscal year 2005 and \$5,628,282 in fiscal year 2012 to reimburse NDOT.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Interlocal Agreement

MOTION:**REESE - APPROVED Items 3-38 and 40-52 - UNANIMOUS****Item 39: STRICKEN under separate action (see individual item)****MINUTES:**

There was no related discussion.

(9:36 - 9:38)

1-1020

INTERLOCAL AGREEMENT

This Agreement, made and entered into the 15th day of May, 2005, by and between the STATE OF NEVADA, acting by and through its Department of Transportation, hereinafter called the DEPARTMENT, and CITY OF LAS VEGAS, a municipal corporation of the state of Nevada, hereinafter called the CITY.

WITNESSETH:

WHEREAS, an Interlocal Agreement is defined as an agreement by public agencies to "obtain a service" from another public agency; and

WHEREAS, pursuant to the provisions contained in Chapter 408 of the Nevada Revised Statutes, the Director of the DEPARTMENT may enter into agreements necessary to carry out the provisions of the Chapter; and

WHEREAS, NRS 277.180 authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the agreement is authorized by law to perform and refers to such as an Interlocal Contract, hereinafter called an Agreement; and

WHEREAS, the DEPARTMENT design standard for storm drain facilities within US 95 right-of-way would be built to a 50-year level of protection; and

WHEREAS, the CITY is willing to contribute to over-sizing to provide drainage facilities sized for a 100-year level of protection; and

WHEREAS, the purpose of this Agreement is to define the responsibilities, cooperation and participation for the construction and costs of the Regional Flood Control facility, hereinafter referred to as FACILITY within the US 95 widening project from I-15 to Rainbow Boulevard, hereinafter referred to as PROJECT; and

WHEREAS, the construction of the FACILITY will be of benefit to the DEPARTMENT and to the people of the State of Nevada by reducing flooding hazards on and around US 95; and

WHEREAS, the FACILITY is shown and defined on the attached EXHIBIT "A", and is identified in the Clark County Regional Flood Control District (CCRFCD) Master Plan Update of the Las Vegas Valley, October 2002, as Structure Numbers LCCP 0454, 0408, 0350, 0243, 0173, 0104, 0061, 0000, and LCDE 0000; and

WHEREAS, the DEPARTMENT will administer the design and construction of the PROJECT; and

WHEREAS, the DEPARTMENT and CITY desire to include the FACILITY within the PROJECT design and construction.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, it is agreed as follows:

DUPLICATE
ORIGINAL

ARTICLE I - CITY AGREES:

1. For portions LCCP 0454, 0408, 0350, 0243, 0173, 0104, 0061, and 0000 of the FACILITY, the CITY shall reimburse the DEPARTMENT upon receipt of funds from the Clark County Regional Flood Control District the additional design and construction costs resulting from the increased capacity of the Facility from a 50-year to 100-year storm event. The difference in cost is Five Million Six Hundred Twenty Eight Thousand Two Hundred Eighty Two and no/100 Dollars (\$5,628,282.00). Actual bid prices will not affect the over-sizing amount due to the DEPARTMENT.

2. To request funds from Clark County Regional Flood Control District to reimburse the DEPARTMENT for the LCCP portions of the FACILITY at the beginning of fiscal year 2012 the amount of Five Million Six Hundred Twenty Eight Thousand Two Hundred Eighty Two and no/100 Dollars (\$5,628,282.00), which represents the CITY's portion of the costs to construct the Regional Flood Control facility constructed as part of the US 95 widening. This will be a lump sum payment.

3. For the LCDE portion of the FACILITY, the CITY shall reimburse the DEPARTMENT upon receipt of funds from the Clark County Regional flood Control District for the entire construction costs determined to be Two Hundred Forty-Seven Thousand and no/100 Dollars (\$247,000.00) upon completion and acceptance by both parties. This will be a lump sum payment.

4. To request funds from Clark County Regional Flood Control District to reimburse the DEPARTMENT for the LCDE portion of the FACILITY at the beginning of fiscal year 2005 the amount of Two Hundred Forty Seven Thousand and no/100 Dollars (\$247,000.00).

5. To maintain those portions of the FACILITY outside of the US 95 right-of-way, and to maintain the Rainbow and Westcliff detention basins, as part of the Regional Flood Control facility.

6. For the portion of the FACILITY for which the CITY is responsible, the CITY shall indemnify, hold harmless and defend DEPARTMENT against any and all claims, actions, costs, fees and any liability for and as a result of the CITY's maintenance of the FACILITY.

ARTICLE II - DEPARTMENT AGREES:

1. To initially fund 100% of the FACILITY with funds estimated to be Sixty-Two Million and no/100 Dollars (\$62,000,000.00).

2. To be responsible for and to perform or have performed by others the preparation of final contract plans and hydraulic engineering related to the FACILITY. The FACILITY shall be designed and constructed to meet all applicable CITY, DEPARTMENT and CCRFCD design and maintenance criteria. Plans shall be prepared consistent with NDOT drafting standards and format, and consistent with the latest DEPARTMENT Standards and Specifications for Road and Bridge Construction.

3. To maintain those portions of the FACILITY within the state right of way, with the exception of the Rainbow and Westcliff detention basins.

4. To provide the CITY and CCRFCD an opportunity to review and comment on all submittals of design plans and construction change orders that may affect the FACILITY.

5. To provide CITY and CCRFCD with "as-built" drawings as soon as practicable following completion of the FACILITY.

DUPLICATE
ORIGINAL

6. For the portion of the FACILITY for which the DEPARTMENT is responsible, the DEPARTMENT shall indemnify, hold harmless and defend CITY against any and all claims, actions, costs, fees and any liability for and as a result of DEPARTMENT's maintenance of FACILITY.

7. To invoice CITY for its share of construction costs of the FACILITY, as outlined in Article I, paragraphs 1 and 3.

ARTICLE III - IT IS MUTUALLY AGREED

1. This Agreement shall not become effective until and unless approved by appropriate official action of the governing body of each party.

2. The term of this Agreement shall be from the date first written above through and including the 31st day of December, 2008 or until the construction of all improvements contemplated herein have been completed and accepted by the parties, save and except the responsibility for reimbursement and maintenance as specified herein, whichever occurs first.

3. The parties agree to allow each other to observe, to inspect project construction and to review applicable change orders in a timely manner which prevents project delay. It is the intention of the parties that this review does not constitute a joint exercise of powers pursuant to NRS 277.080 to 277.170.

4. This Agreement may be terminated by either party prior to the date set forth above, provided that a termination shall not be effective until thirty (30) days after a party has served written notice upon the other party. This Agreement may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Agreement shall be terminated immediately if for any reason federal and/or State Legislature funding ability to satisfy this Agreement is withdrawn, limited, or impaired.

5. All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth below:

FOR DEPARTMENT: Jeffrey Fontaine, P.E., Director
Attn.: John Terry, P.E.
Nevada Department of Transportation
123 East Washington Avenue
Las Vegas, NV 89101
(702) 671-6601
Fax (702) 385-6511
E-mail jterry@dot.state.nv.us

FOR CITY: Oscar Goodman, Mayor
Attn: Charlie Kajkowski, P.E., City Engineer
City of Las Vegas
400 E. Stewart Avenue
Las Vegas, NV 90101
(702) 229-6550
Fax (702) 382-3232
E-mail ckajkowski@ci.las-vegas.nv.us

DUPLICATE
ORIGINAL

5. The parties agree that the terms and conditions listed on attachments, if any, incorporated in this Agreement are also specifically a part of this Agreement and are limited only by their respective order of precedence and any limitations expressly provided.

6. Each party agrees to keep and maintain under generally accepted accounting principles full, true and complete records and documents (written, electronic, computer related or otherwise) pertaining to this Agreement and present, at any reasonable time, such information for inspection, examination, review, audit and copying at any office where such records and documentation are maintained. Such records and documentation shall be retained for three years after final payment is made.

7. Failure of either party to perform any obligation of this Agreement shall be deemed a breach. Except as otherwise provided for by law or this Agreement, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including but not limited to actual damages, and to a prevailing party's reasonable attorney's fees and costs.

8. The parties do not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. Agreement liability of both parties shall not be subject to punitive damages. Actual damages for any State breach shall never exceed the amount of funds which have been appropriated for payment under this Agreement, but not yet paid, for the fiscal year budget in existence at the time of the breach.

9. Neither party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including without limitations, earthquakes, floods, winds or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Agreement after the intervening cause ceases.

10. To the fullest extent of NRS Chapter 41 liability limitations, each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorney's fees and costs, arising out of any alleged negligent or willful acts or omissions of the party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described herein. This indemnification obligation is conditioned upon service of written notice to the other party within 30 days of the indemnified party's notice of actual or pending claim or cause of action. The indemnifying party shall not be liable for reimbursement of any attorney's fees and costs incurred by the indemnified party due to said party exercising its right to participate with legal counsel.

11. The parties are associated with each other only for the purposes and to the extent set forth in this Agreement. Each party is and shall be a public agency separate and distinct from the other party and shall have the right to supervise, manage, operate, control and direct performance of the details incident to its duties under this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.

12. Failure to declare a breach or the actual waiver of any particular breach of the Agreement or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

DUPLICATE
ORIGINAL

13. The illegality or invalidity of any provision or portion of this Agreement shall not affect the validity of the remainder of the Agreement and this Agreement shall be construed as if such provision did not exist. The unenforceability of such provision or provisions shall not be held to render any other provision or provisions of this Agreement unenforceable.

14. Neither party shall assign, transfer or delegate any rights, obligations or duties under this Agreement without the prior written consent of the other party.

15. All or any property presently owned by either party shall remain in such possession upon termination of this Agreement, and there shall be no transfer of property between the parties during the course of this Agreement.

16. Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is confidential by law or a common law balancing of interests.

17. Each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law or otherwise required by this Agreement.

18. The parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement and that the parties are authorized by law to perform the services set forth herein.

19. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the jurisdiction of the Nevada district courts for enforcement of this Agreement.

20. Should this Agreement be terminated by the CITY prior to completion of the FACILITY, the CITY will reimburse the DEPARTMENT at the time of termination for the costs as stated in Article I paragraphs 1 and 3.

21. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof a third party beneficiary status hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

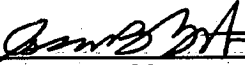
DUPLICATE
ORIGINAL

22. This Agreement constitutes the entire agreement of the parties and such is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment and this Agreement shall be construed consistent with the terms of this Agreement. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Attorney General.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

CITY OF LAS VEGAS

State of Nevada, acting by and through its
DEPARTMENT OF TRANSPORTATION

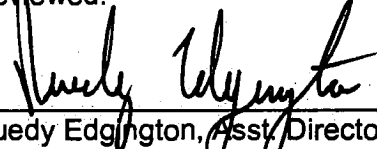

Oscar Goodman, Mayor


Jeffrey Fontaine, P.E., Director

Approved as to Form:

Reviewed:

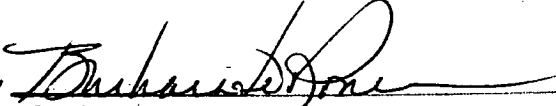

Attorney


Rudy Edgington, Asst. Director, Engineering

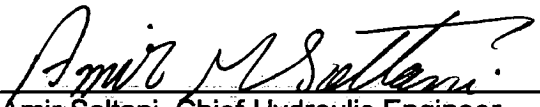
Recommended:


John Terry, Project Manager

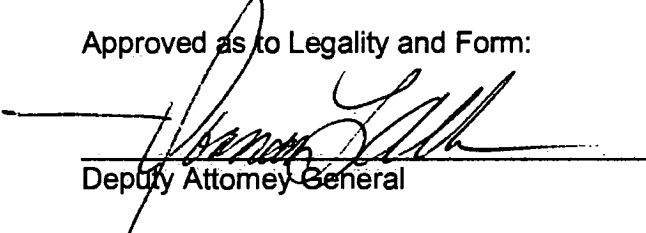
Attest:

By 
BARBARA JO KOENIG, City Clerk

Recommended:


Amir Soltani, Chief Hydraulic Engineer

Approved as to Legality and Form:

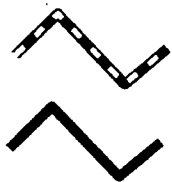
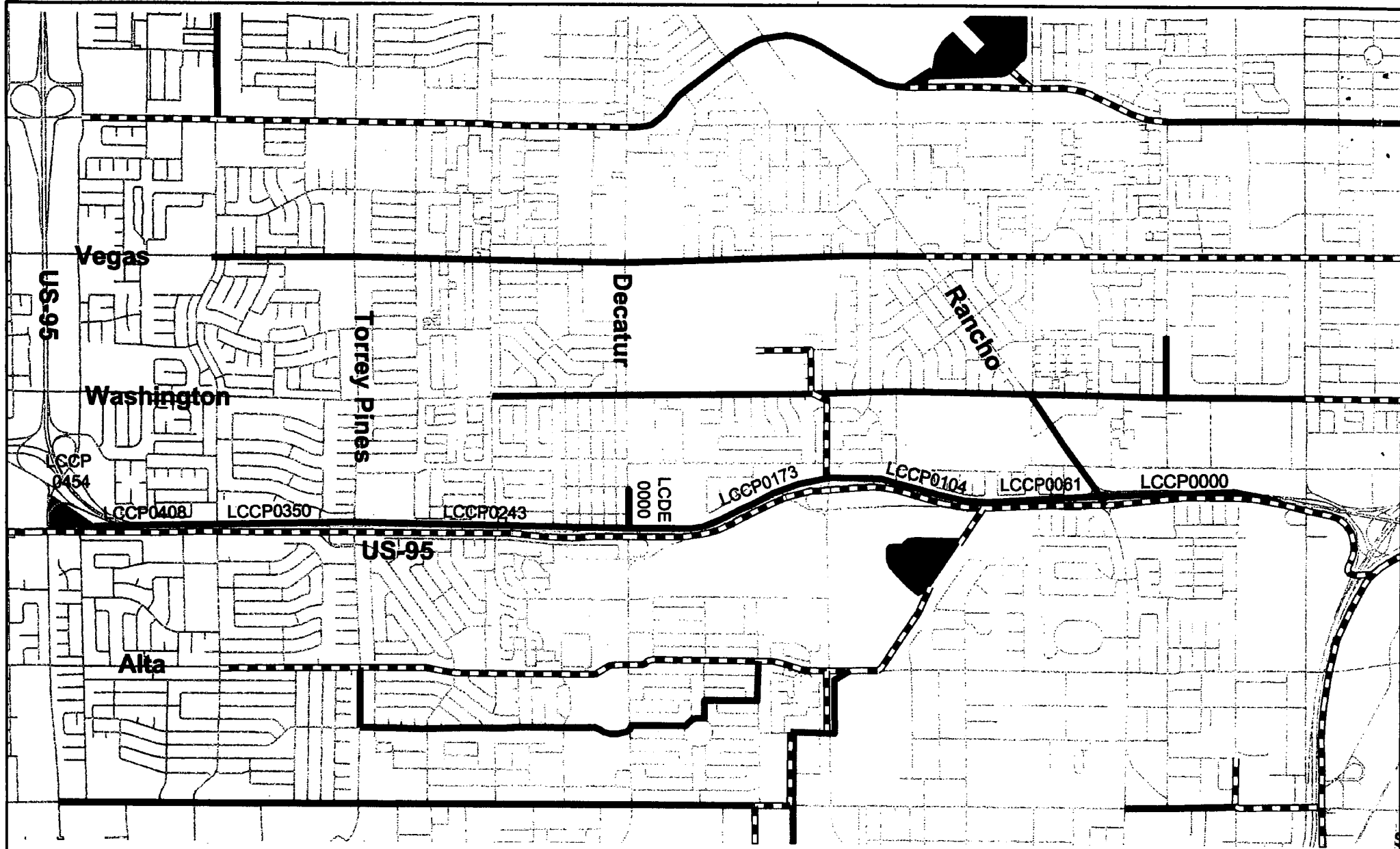

Deputy Attorney General

12-5A

12-5A

DUPLICATE
ORIGINAL

DUPLICATE
ORIGINAL



Existing CCRFCD Facilities

Proposed CCRFCD Facilities

EXHIBIT A

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 16, 2005

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD GOECKE

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of a Sewer Connection and Interlocal Contract with Clark County Water Reclamation District - RK Development on behalf of David J. Panzer and Lois Panzer, owners (northwest corner of Durango Drive and Fisher Avenue, APN 125-32-603-007) - 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 a single-family dwelling located at the northwest corner of Durango Drive and Fisher Avenue. The owners propose to connect to the 8-inch sewer line in Fisher Avenue. The Planning Department has determined the project does conform to the City's General Plan for the area. The applicants have signed a "Sewer Connection Agreement." This property is within the Clark County Interlocal Annexation Exceptions area.

RECOMMENDATION:

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

BACKUP DOCUMENTATION:

1. Agenda Memo
2. Interlocal Contract

MOTION:

REESE - APPROVED Items 3-38 and 40-52 - UNANIMOUS

Item 39: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:36 - 9:38)

1-1020

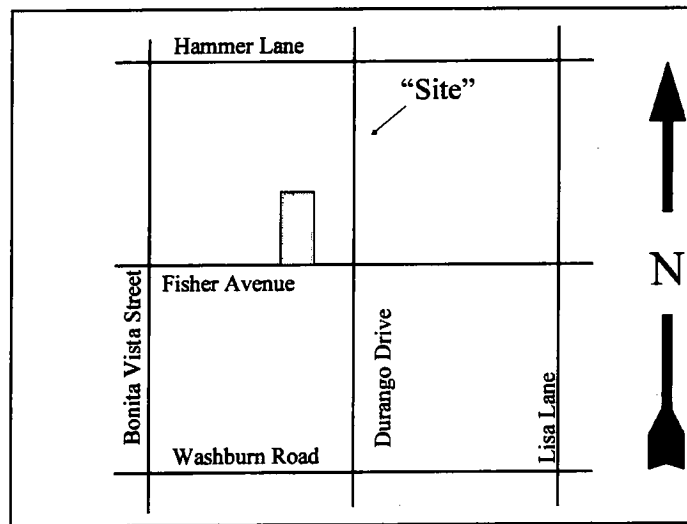
AGENDA MEMO

CITY COUNCIL MEETING DATE: FEBRUARY 16, 2005

DEPARTMENT: PUBLIC WORKS

**ITEM DESCRIPTION: APPROVAL OF SEWER CONNECTION AND
INTERLOCAL CONTRACT WITH CLARK COUNTY WATER
RECLAMATION DISTRICT – RK DEVELOPMENT ON BEHALF OF
DAVID J. PANZER AND LOIS PANZER, OWNERS (NORTHWEST
CORNER OF DURANGO DRIVE AND FISHER AVENUE, APN 125-32-
603-007)**

VICINITY MAP



INTERLOCAL CONTRACT

THIS CONTRACT is entered into as of the 3rd day of January, 2005, 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 Dave and Lois Panzer (approximately .47 acres – existing single family residence; Parcel No. 125-32-603-007 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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capacity to perform the provisions hereof.

WITNESS OUR HANDS the day and year first above written.

CLARK COUNTY WATER RECLAMATION DISTRICT

By Chuck Ethridge
CHUCK ETHRIDGE, Acting General Manager

CITY OF LAS VEGAS

By Oscar B. Goodman
OSCAR B. GOODMAN, Mayor

ATTEST:

By Barbara Jo Ronemus
BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:

By Theresa R. Green 2/25/05
Deputy City Attorney

8430 FISHER AVE
 PARCEL NO. 125-32-603-007
 TOTAL PARCEL ACREAGE= .47 ACRES
 NEAREST DISTRICT SEWER IN
 EXCESS OF 9.6 MILES FROM SITE.

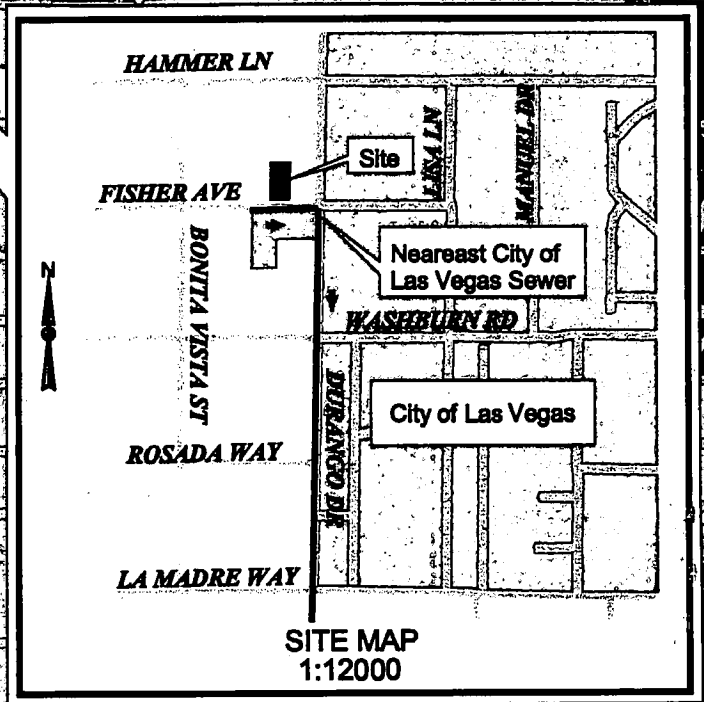
Nearest
 City of Las Vegas
 Sewer

UNINCORPORATED
 COUNTY

CITY
 OF
 LAS VEGAS

Nearest CCWRD
 Sewer

Scale =



Scale = 1:96000



Clark County
 Water Reclamation
 DISTRICT

ILA #331 - EXHIBIT A

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 16, 2005

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD GOECKE

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of an Encroachment Request from Flamingo SEC Partners, LLC, owner (northwest corner of Decatur Boulevard and Charleston Boulevard) - Ward 1 (Tarkanian)

Fiscal Impact:

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

PURPOSE/BACKGROUND:

This request is for landscaping at the northwest corner of Decatur Boulevard and Charleston Boulevard consisting of shrubs, grass and an irrigation system for a proposed Sav-On Drugstore. 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 Decatur Boulevard and Charleston Boulevard)

MOTION:

REESE - APPROVED Items 3-38 and 40-52 - UNANIMOUS

Item 39: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:36 - 9:38)

1-1020

28

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 16, 2005

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD GOECKE

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of an Encroachment Request from Integrity Engineering on behalf of Durango & Elkhorn, LLC, owner (southwest corner of Durango Drive and Elkhorn Road) - 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 east side Elkhorn Road west of Durango Drive, on the west side of Durango Drive south of Elkhorn Road, on the median in Elkhorn Road extending westward from Durango Drive and on the median of Durango Drive extending southward from Elkhorn Road to meet Town Center landscaping requirements for the proposed Durango/Elkhorn Commercial Center. 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" (southwest corner of Durango Drive and Elkhorn Road)
2. Copy of Encroachment Exhibit "B" (Durango Drive south of Elkhorn Road)

MOTION:

REESE - APPROVED Items 3-38 and 40-52 - UNANIMOUS

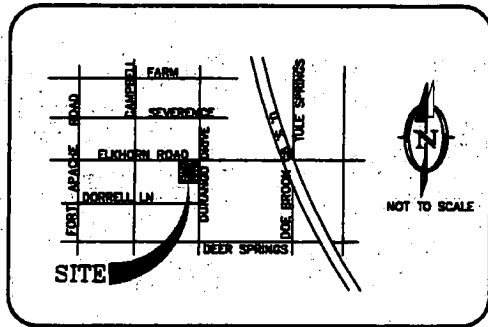
Item 39: STRICKEN under separate action (see individual item)

MINUTES:

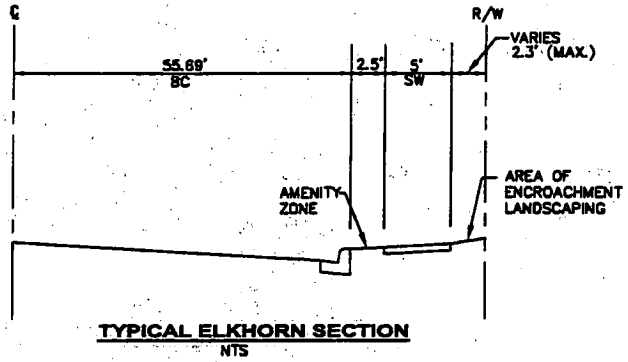
There was no related discussion.

(9:36 - 9:38)

1-1020



VICINITY MAP

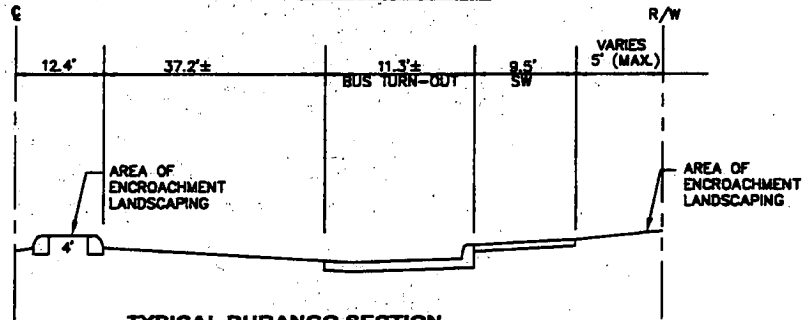


TYPICAL ELKHORN SECTION

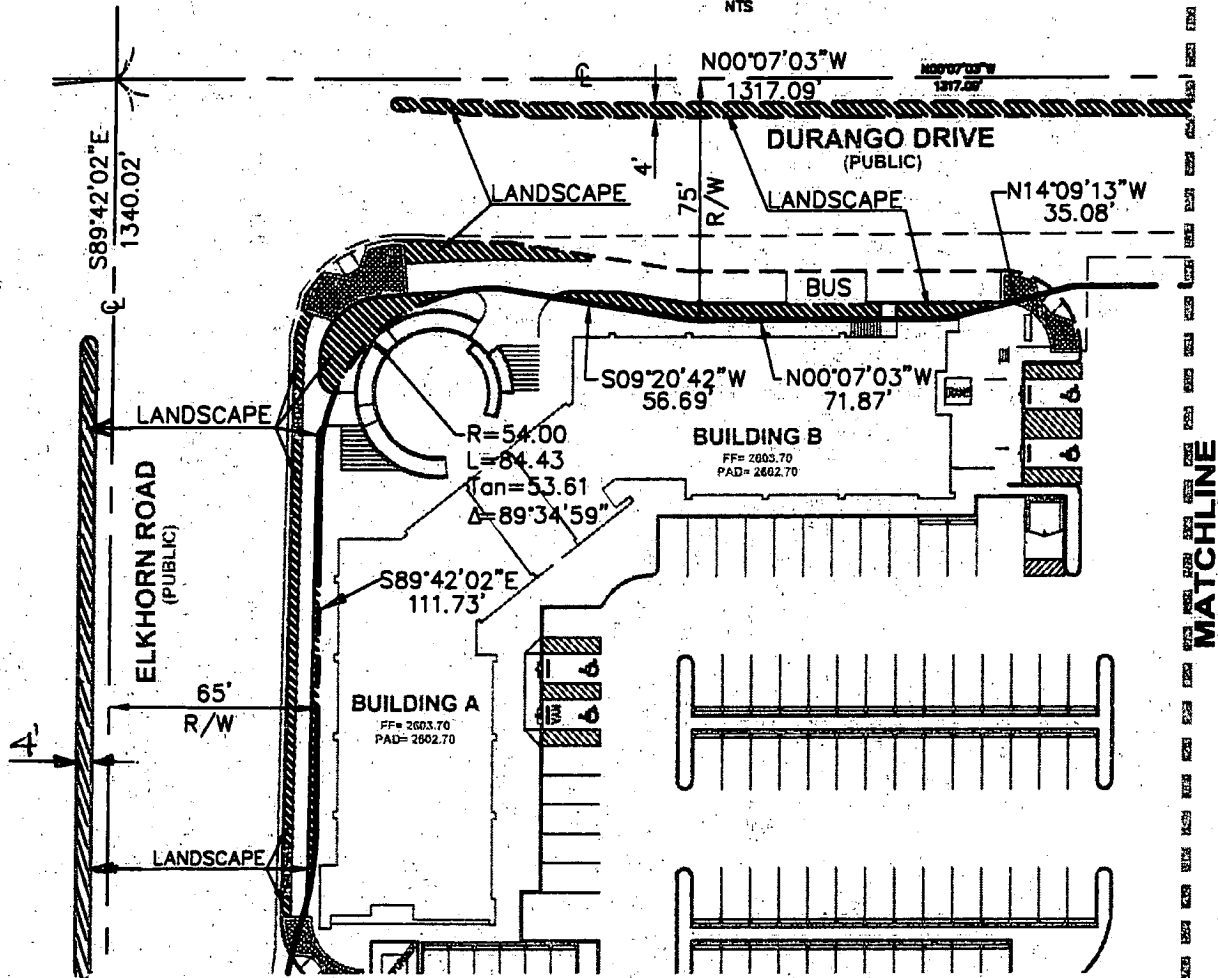
EXHIBIT "A"

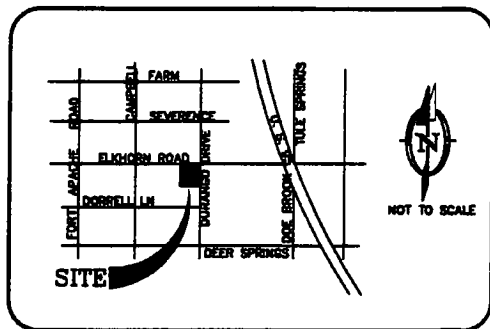


AREA OF ENCROACHMENT
PROPOSED LANDSCAPING
AREA



TYPICAL DURANGO SECTION

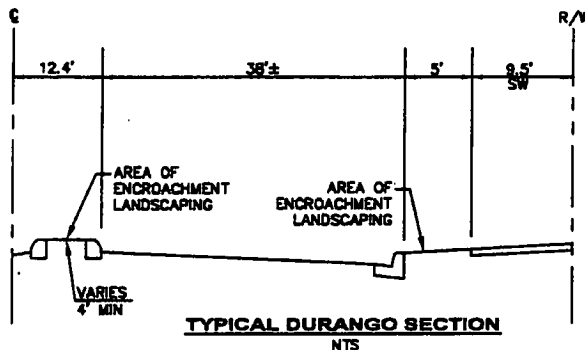




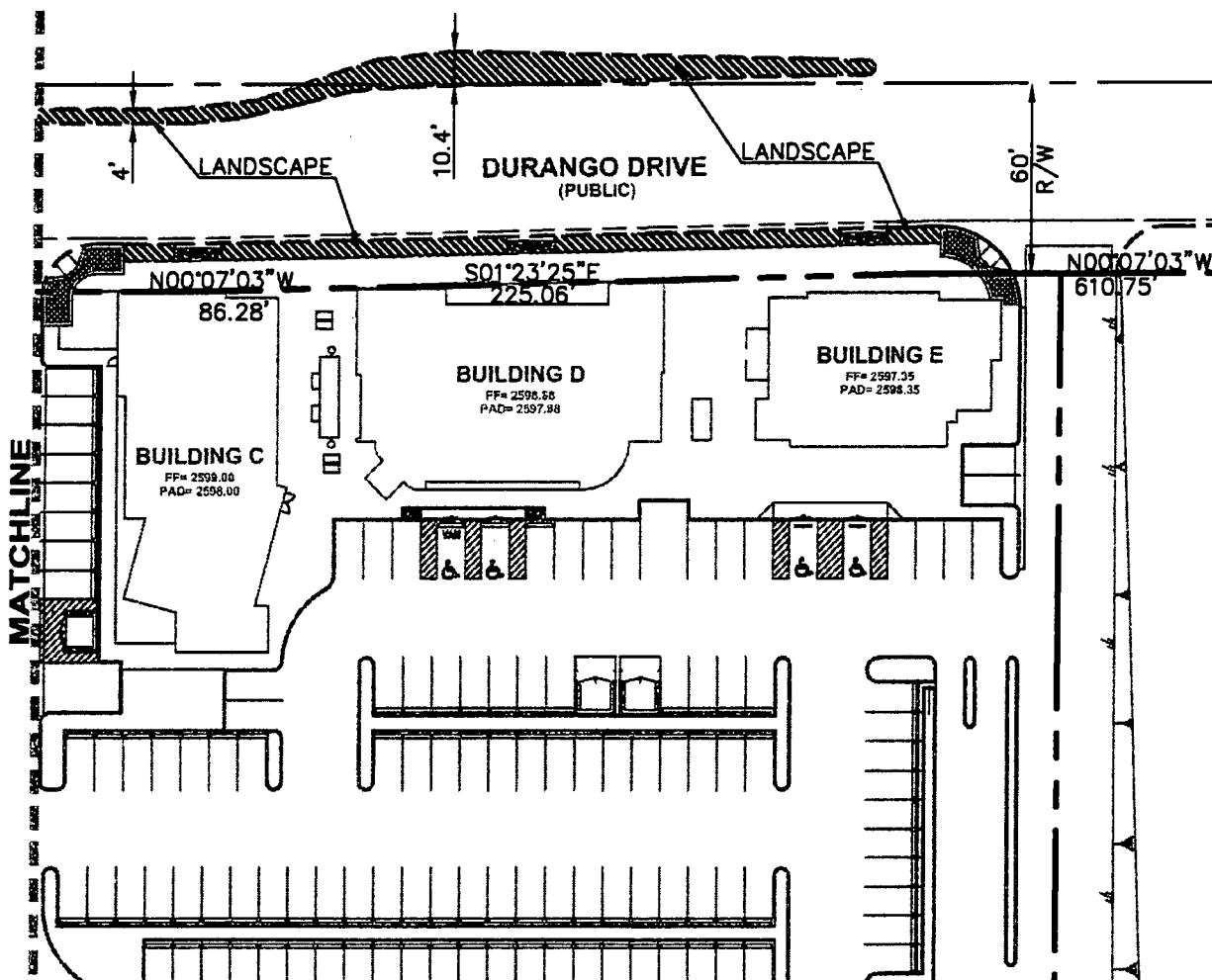
VICINITY MAP



EXHIBIT "B"



AREA OF ENCROACHMENT
PROPOSED LANDSCAPING
AREA



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 16, 2005

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD GOECKE

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of an Encroachment Request from Wright Engineers on behalf of MB Holdings, LLC, owner (Horse Drive between Bradley Road and Unicorn Street) - Ward 6 (Mack)

Fiscal Impact:

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

PURPOSE/BACKGROUND:

This request is for an approximate 5 foot wide area of landscaping on the north side of Horse Drive between Bradley Road and Unicorn Street consisting of shrubs, ground cover, rocks and an irrigation system for the proposed Sterling Crossings development. 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" (Horse Drive between Bradley Road and Unicorn Street)

MOTION:

REESE - APPROVED Items 3-38 and 40-52 - UNANIMOUS

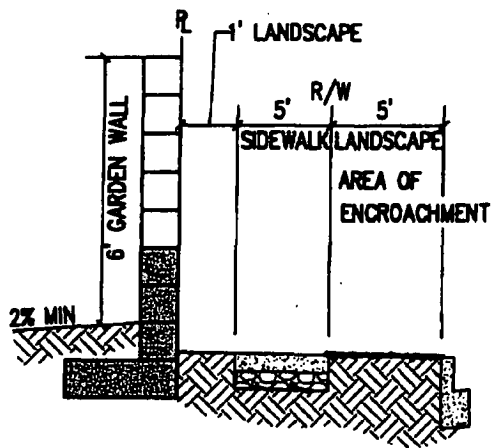
Item 39: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:36 - 9:38)

1-1020



TYP. SECTION
SCALE 1/2" = 1'-0"

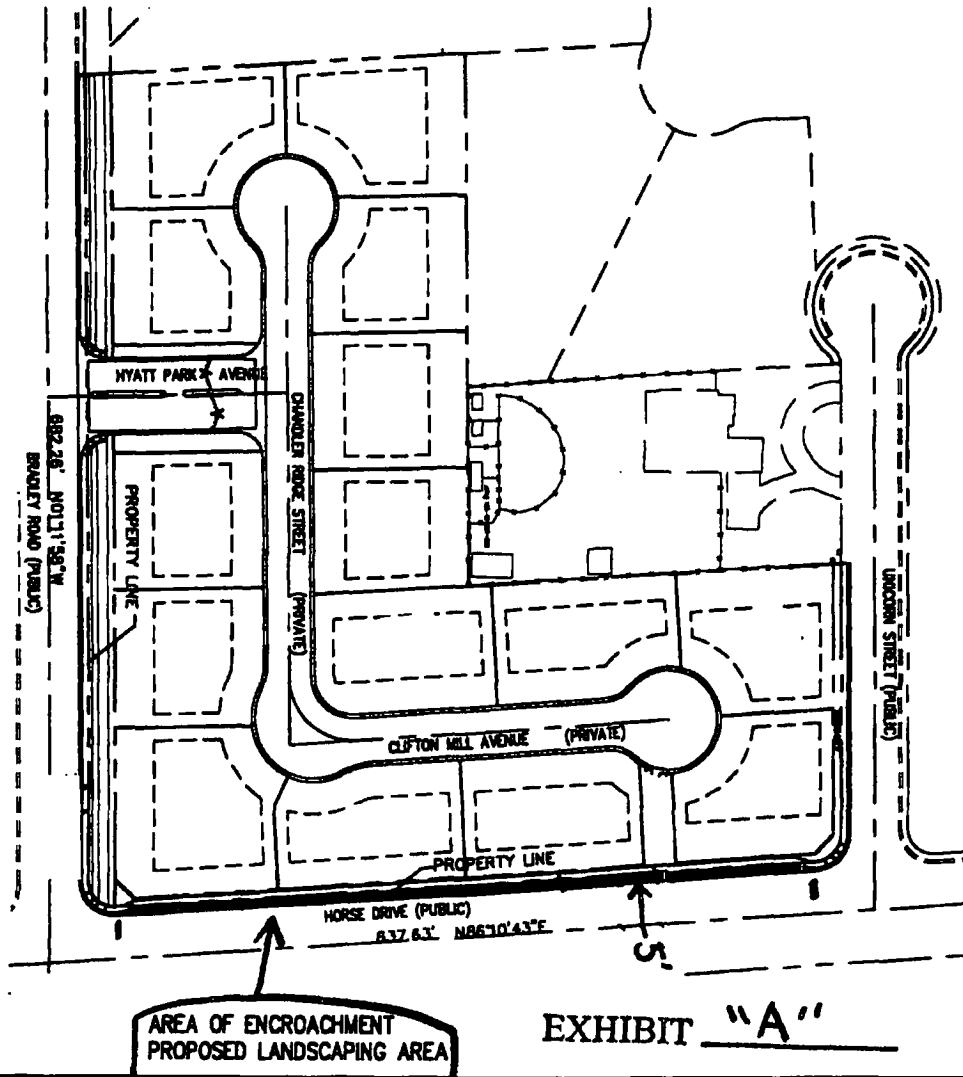


EXHIBIT "A"

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 16, 2005

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD GOECKE

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of a Sewer Connection and Interlocal Contract with Clark County Water Reclamation District - Taney Engineering on behalf of Butler Estates, LLC - owner (Butler Street and Alexander Road, APN 138-04-404-026 and 138-04-404-027) - County (near Ward 4 - Brown)

Fiscal Impact:

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

PURPOSE/BACKGROUND:

This request is to connect 16 single-family dwellings located at Butler Street and Alexander Road. The owners propose to connect to the 12-inch sewer line located in Alexander Road. The Planning Department has determined the project does conform to the City's General Plan for the area. The applicants have signed a "Sewer Connection Agreement." This property is within the Clark County Interlocal Annexation Exceptions area.

RECOMMENDATION:

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

BACKUP DOCUMENTATION:

1. Agenda Memo
2. Interlocal Contract

MOTION:

REESE - APPROVED Items 3-38 and 40-52 - UNANIMOUS

Item 39: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:36 - 9:38)

1-1020

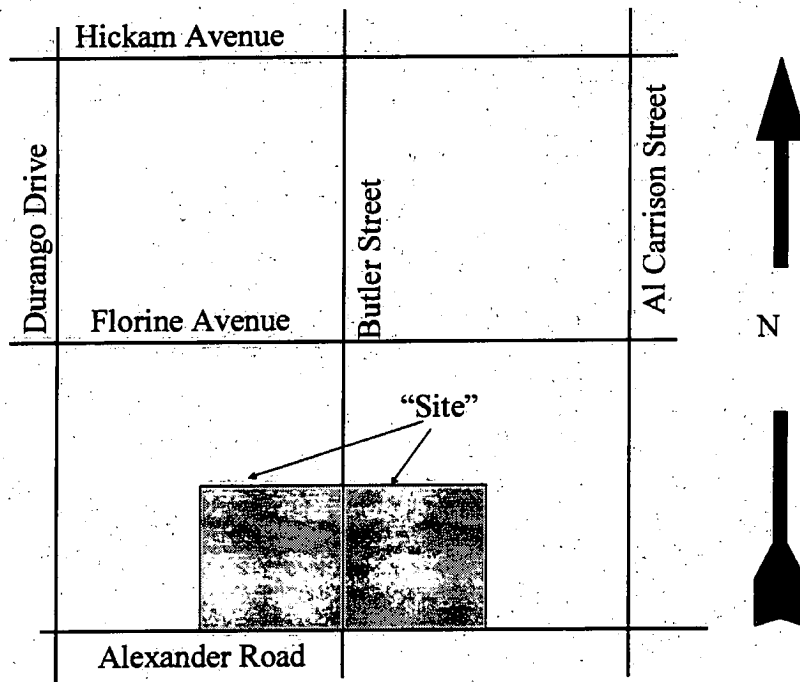
AGENDA MEMO

CITY COUNCIL MEETING DATE: FEBRUARY 16, 2005

DEPARTMENT: PUBLIC WORKS

**ITEM DESCRIPTION: APPROVAL OF SEWER AGREEMENT AND
INTERLOCAL CONTRACT WITH CLARK COUNTY WATER
RECLAMATION DISTRICT – TANEY ENGINEERING ON BEHALF OF
BUTLER ESTATES, LLC, OWNER (BUTLER STREET AND
ALEXANDER ROAD, APN 138-04-404-026 AND 138-04-404-027)**

VICINITY MAP



INTERLOCAL CONTRACT

THIS CONTRACT is entered into as of the 3rd day of January, 2005, 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 Butler Estates, LLC (approximately 4.4 acres – vacant property; Parcel No. 138-04-404-026 & 027 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 Chuck Ethridge
CHUCK ETHRIDGE, Acting General Manager

CITY OF LAS VEGAS

By Oscar B. Goodman
OSCAR B. GOODMAN, Mayor

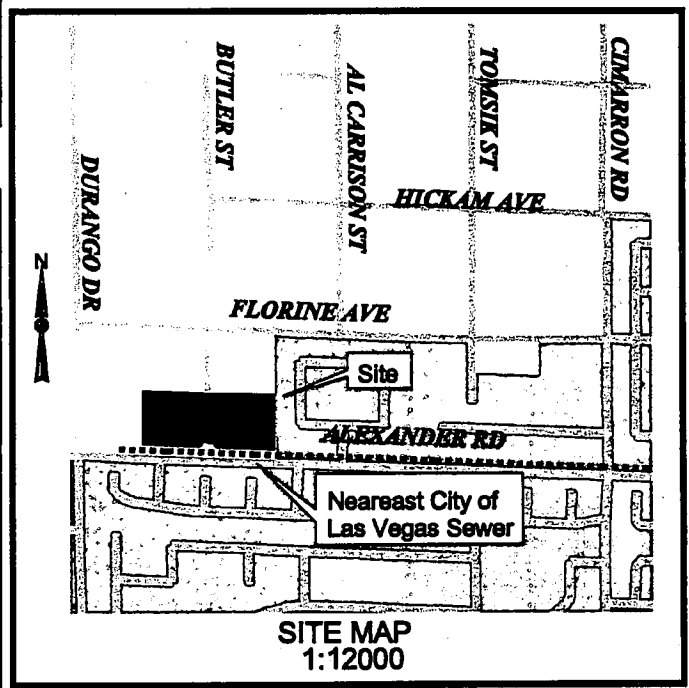
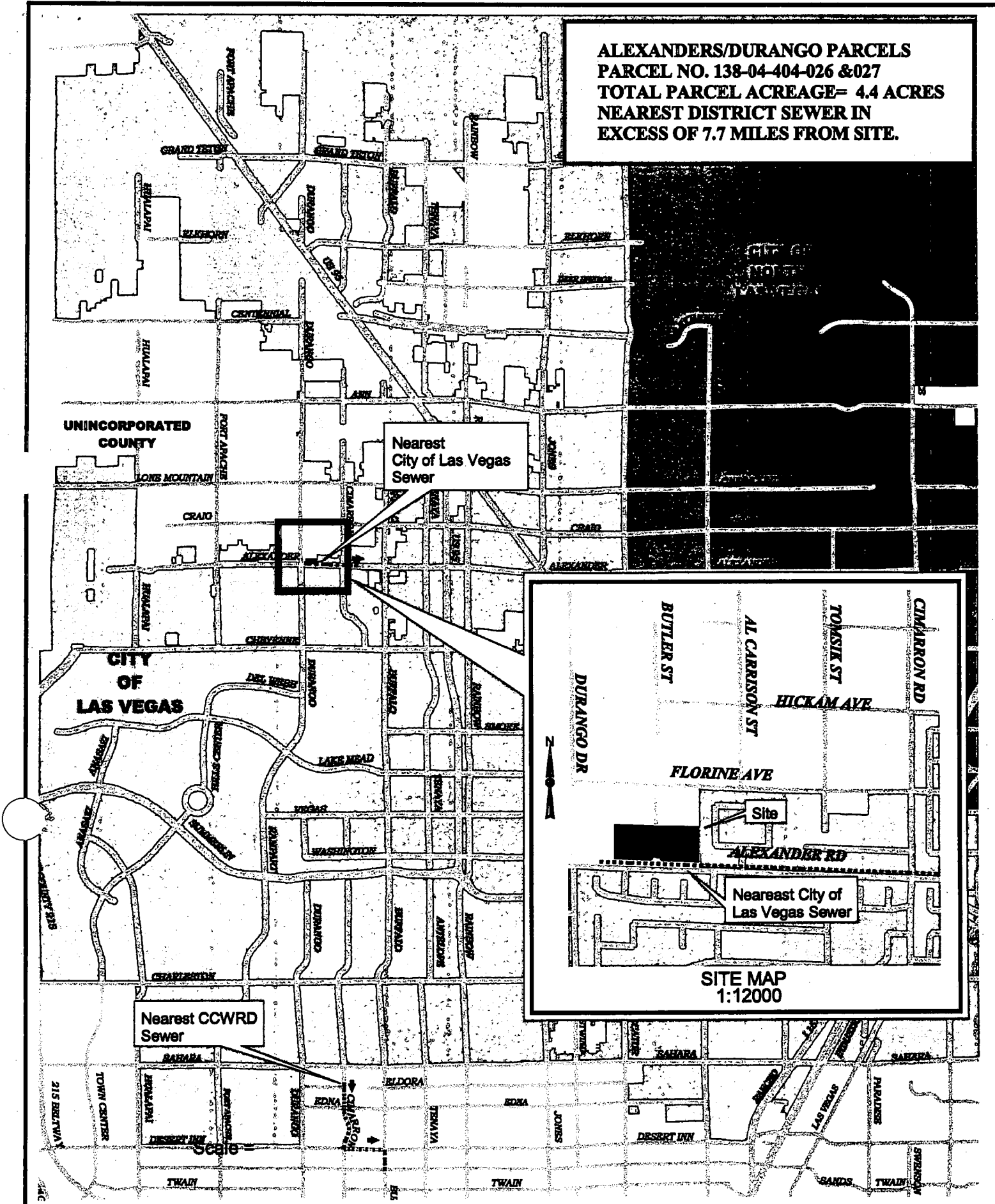
ATTEST:

By Barbara Jo Ronemus
BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:

By Thomas P. Green 2/25/05
Deputy City Attorney

ALEXANDERS/DURANGO PARCELS
PARCEL NO. 138-04-404-026 & 027
TOTAL PARCEL ACREAGE= 4.4 ACRES
NEAREST DISTRICT SEWER IN
EXCESS OF 7.7 MILES FROM SITE.



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 16, 2005

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD GOECKE

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of an Encroachment Request from D. R. Horton, Incorporated, owner (Horse Drive between Fort Apache Road and US95) - Ward 6 (Mack)

Fiscal Impact:

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

PURPOSE/BACKGROUND:

This request is for landscaping at the southeast corner of Horse Drive and the US95 Frontage Road consisting of trees, shrubs, ground cover, rocks and an irrigation system for the proposed Spring Mountain Twilight 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" (Horse Drive between Fort Apache Road and US95)

MOTION:

REESE - APPROVED Items 3-38 and 40-52 - UNANIMOUS

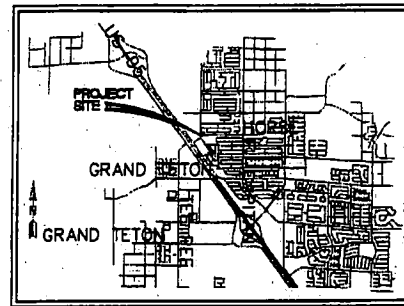
Item 39: STRICKEN under separate action (see individual item)

MINUTES:

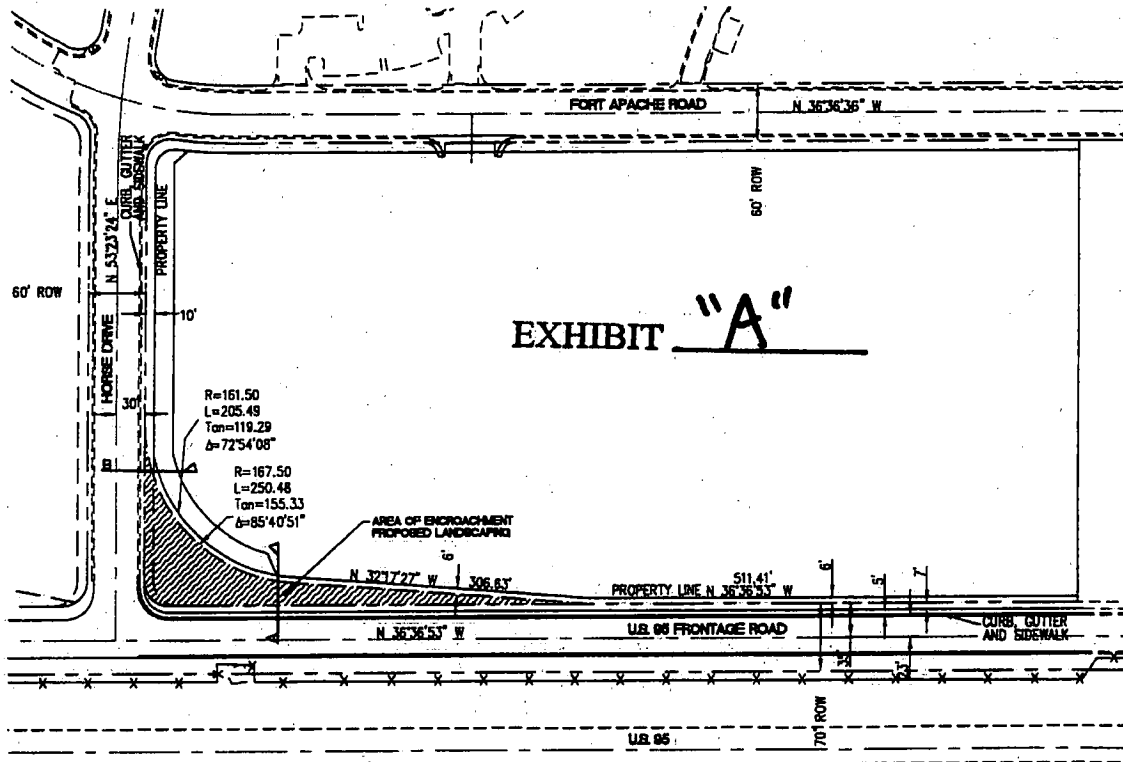
There was no related discussion.

(9:36 - 9:38)

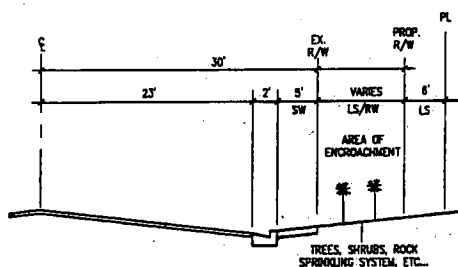
1-1020



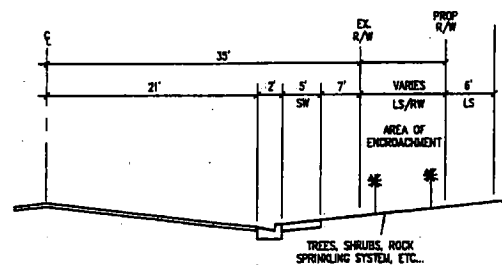
VICINITY MAP



AREA OF ENCROACHMENT
PROPOSED LANDSCAPING



B HORSE DRIVE
NOT TO SCALE



A HWY 95 FRONTAGE ROAD
NOT TO SCALE

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 16, 2005

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD GOECKE

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of an Encroachment Request from Integrity Engineering on behalf of Arlt Family Trust, owner (southwest corner of Martin L. King Boulevard and Wheeler Peak Drive) - Ward 5 (Weekly)

Fiscal Impact:

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

PURPOSE/BACKGROUND:

This request is for an approximate 20 foot wide area of landscaping on the west side of Martin L. King Boulevard extending southward from Wheeler Peak Drive for approximately 183 feet consisting of trees, shrubs, ground cover and an irrigation system for the proposed Tom Arlt Office Building. If approved, the applicant will be required to sign an Encroachment Agreement, which has conditions of maintenance, liability and removal.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Copy of Encroachment Exhibit "A" (southwest corner of Martin L. King Boulevard and Wheeler Peak Drive)

MOTION:

REESE - APPROVED Items 3-38 and 40-52 - UNANIMOUS

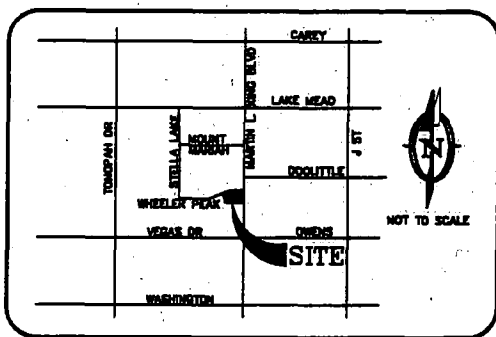
Item 39: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:36 - 9:38)

1-1020



VICINITY MAP

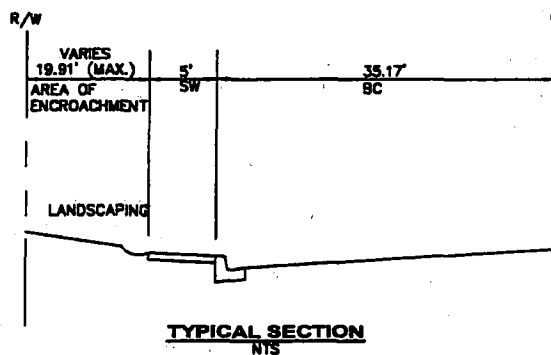
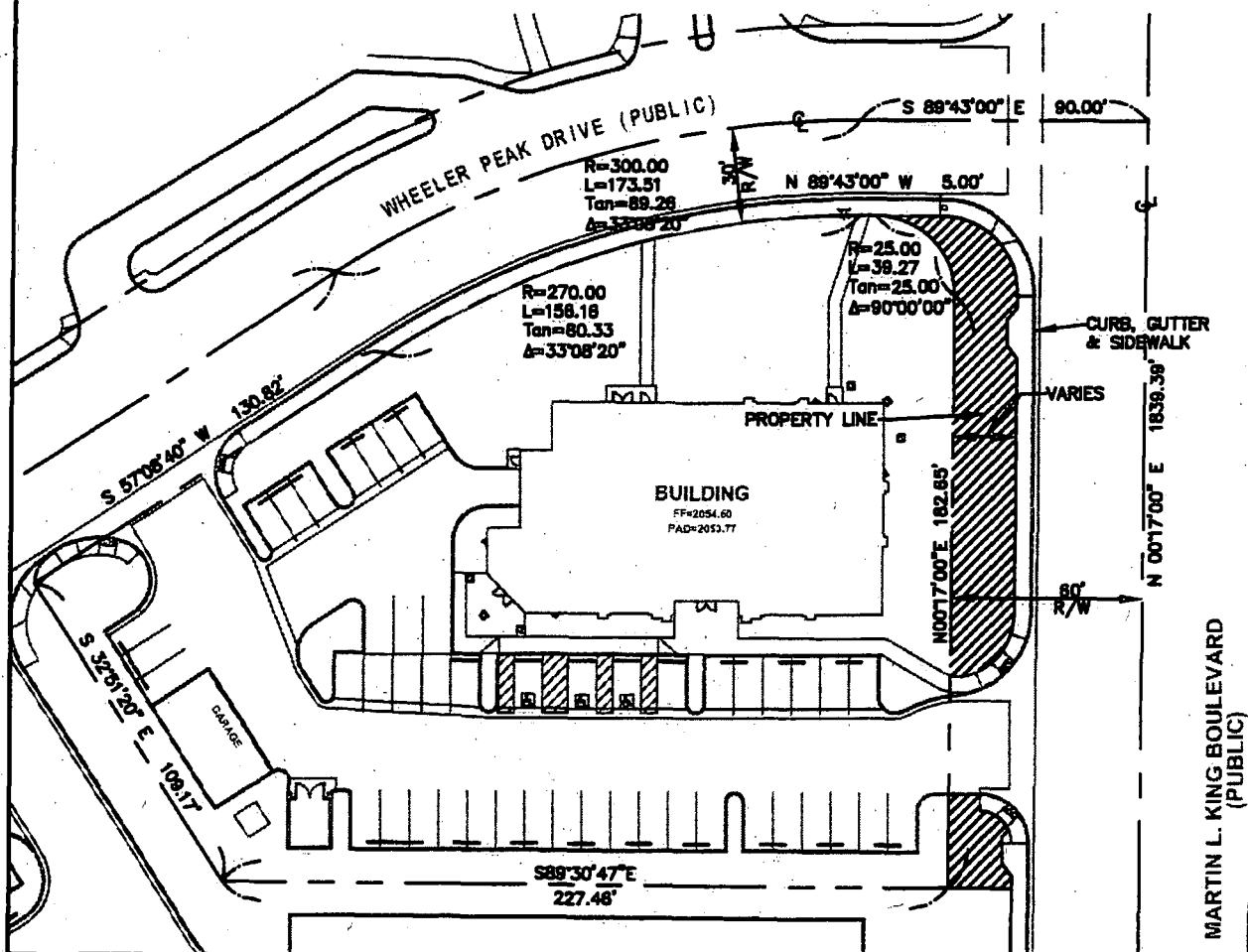


EXHIBIT "A"



AREA OF ENCROACHMENT
PROPOSED LANDSCAPING
AREA



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 16, 2005

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD GOECKE

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of an Encroachment Request from Integrity Engineering on behalf of PRMD, LLC, owner (Las Vegas Boulevard between Gass Avenue and Hoover Avenue) - Ward 5 (Weekly)

Fiscal Impact:

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

PURPOSE/BACKGROUND:

This request is for four five foot by five foot ground-level planters on the east side of Las Vegas Boulevard adjacent to the property line located at 823 Las Vegas Boulevard South. Each planter will be flush with the sidewalk and be covered by grates and include a tree with irrigation system for the proposed Callister Reynolds Law Office expansion. 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" (Las Vegas Boulevard between Gass Avenue and Hoover Avenue)

MOTION:

REESE - APPROVED Items 3-38 and 40-52 - UNANIMOUS

Item 39: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:36 - 9:38)

1-1020

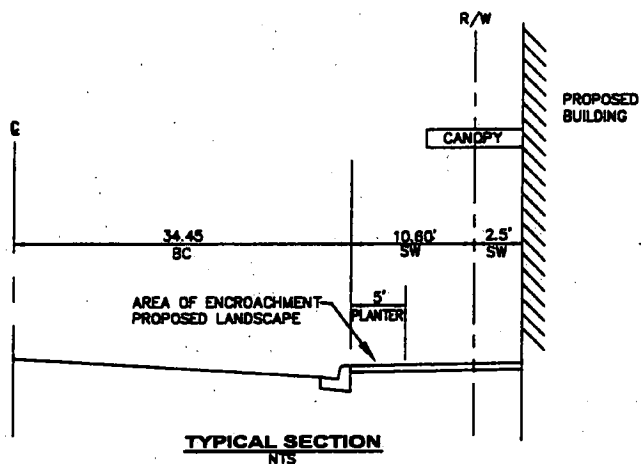
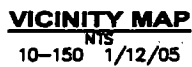
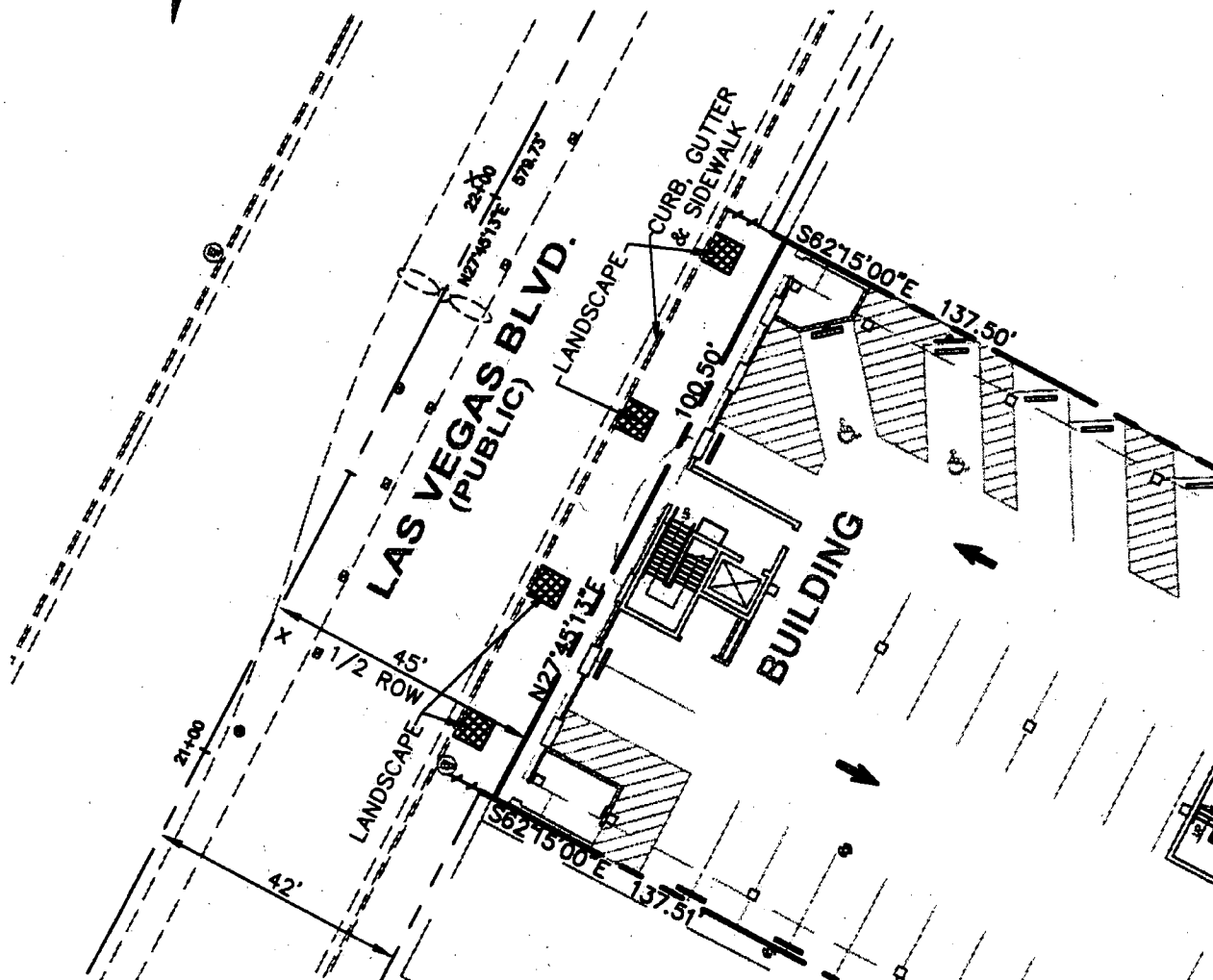


EXHIBIT "A"



**AREA OF ENCROACHMENT
PROPOSED LANDSCAPE**



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 16, 2005

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD GOECKE

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of an Encroachment Request from Ebenezer Church of God in Christ, owner (northeast corner of Bartlett Avenue and Concord Street) - Ward 5 (Weekly)

Fiscal Impact:

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

PURPOSE/BACKGROUND:

This request is for an approximate 5 foot wide area of landscaping on the north side of Bartlett Avenue extending approximately 185 feet eastward from Concord Street and an approximate 5 foot wide area of landscaping on the south side of Blankenship Avenue extending approximately 145 feet eastward from Concord Street which includes an existing concrete pilaster and wrought-iron fence for the proposed Ebenezer Church addition. 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" (area bound by Bartlett Avenue, Concord Street and Blankenship Avenue)
2. Copy of Encroachment Exhibit "B" (vicinity map and typical sections)

MOTION:

REESE - APPROVED Items 3-38 and 40-52 - UNANIMOUS

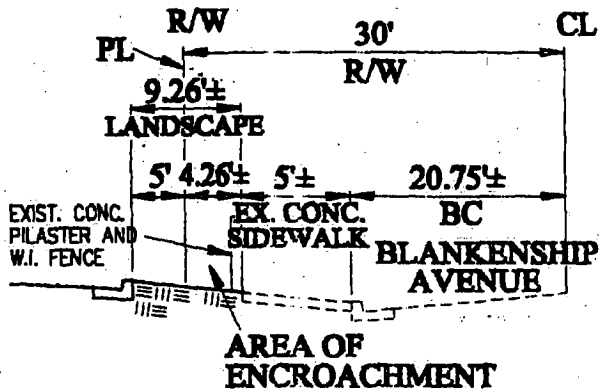
Item 39: STRICKEN under separate action (see individual item)

MINUTES:

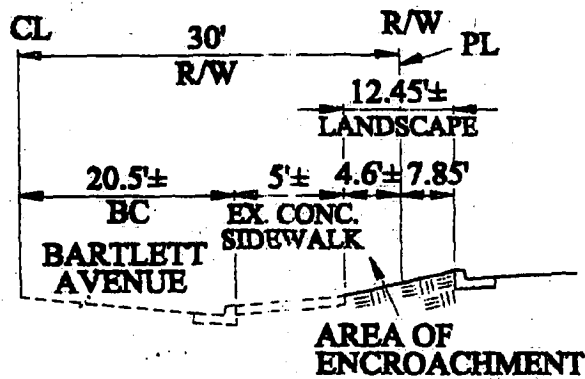
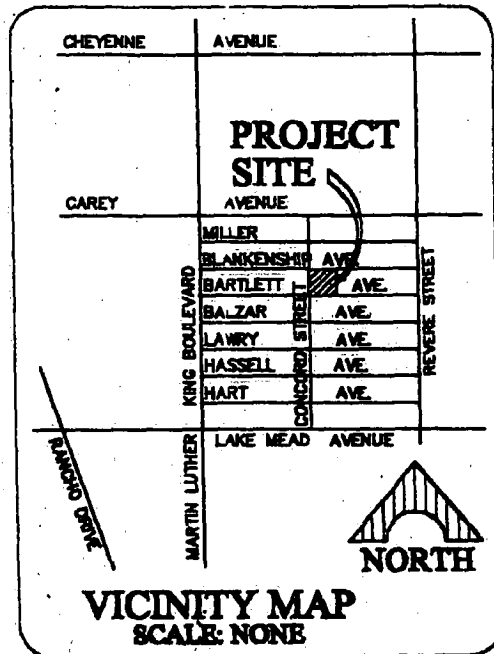
There was no related discussion.

(9:36 - 9:38)

1-1020



NOTE: ENCROACHMENT CONSISTS OF NEW AND EXISTING LANDSCAPING WITH TREES, SHRUBS, BUSHES, SODS, ROCKS AND IRRIGATION SYSTEMS; ALSO INCLUDES EXISTING CONCRETE PILASTER, BLOCK WALL AND WROUGHT IRON FENCE.



NOTE: ENCROACHMENT CONSISTS OF NEW AND EXISTING LANDSCAPING WITH TREES, SHRUBS, BUSHES, SODS, ROCKS AND IRRIGATION SYSTEMS.

EXHIBIT "B"

VICINITY MAP & SECTIONS

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 16, 2005

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD GOECKE

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of a Sewer Connection and Interlocal Contract with Clark County Water Reclamation District - Walker Engineering on behalf of Kevin and Stange, LLC, owner (northeast corner of Kevin Way and Stange Avenue, APN 138-05-203-002) - County (near Ward 4 - Brown)

Fiscal Impact:

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

PURPOSE/BACKGROUND:

This request is to connect 4 single-family dwellings located at the northeast corner of Kevin Way and Stange Avenue. The owner proposes to connect to an 8-inch sewer line located in Red Coach Avenue. The Planning Department has determined the project does conform to the City's General Plan for the area. The applicant has signed a "Sewer Connection Agreement." This property is within the Clark County Interlocal Annexation Exceptions area.

RECOMMENDATION:

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

BACKUP DOCUMENTATION:

1. Agenda Memo
2. Interlocal Contract

MOTION:

REESE - APPROVED Items 3-38 and 40-52 - UNANIMOUS

Item 39: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:36 - 9:38)

1-1020

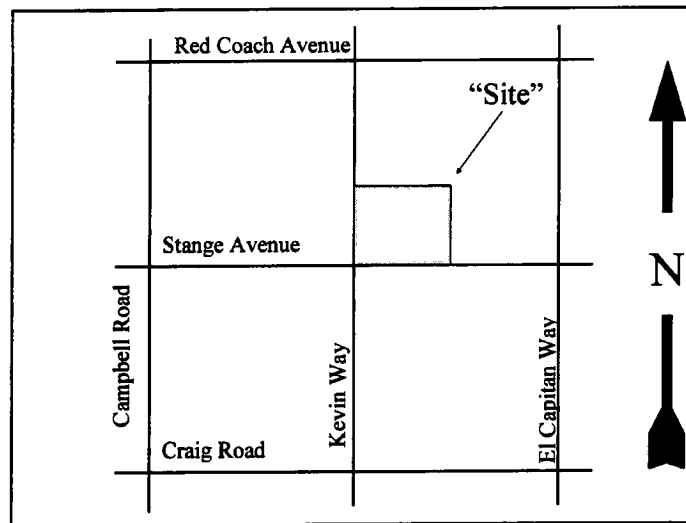
AGENDA MEMO

CITY COUNCIL MEETING DATE: FEBRUARY 16, 2005

DEPARTMENT: PUBLIC WORKS

**ITEM DESCRIPTION: SEWER CONNECTION AND APPROVAL OF
INTERLOCAL CONTRACT WITH CLARK COUNTY WATER
RECLAMATION DISTRICT WALKER ENGINEERING ON BEHALF OF
KEVIN AND STANGE, LLC, OWNER (NORTHEAST CORNER OF KEVIN
WAY AND STANGE AVENUE, APN 138-05-203-002)**

VICINITY MAP



INTERLOCAL CONTRACT

THIS CONTRACT is entered into as of the 20th day of January, 2005, 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 Kevin & Stange, LLC (approximately 2.50 acres – vacant land; Parcel No. 138-05-203-002 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 Chuck Ethridge
CHUCK ETHRIDGE, Acting General Manager

CITY OF LAS VEGAS

By Oscar B. Goodman
OSCAR B. GOODMAN, Mayor

ATTEST:

By Barbara Jo Ronemus
BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:

By Thomas R. Grant 2/25/05
Deputy City Attorney

KEVIN/STANGE PARCEL
PARCEL NO. 138-05-203-002
TOTAL PARCEL ACREAGE= 2.5 ACRES
NEAREST DISTRICT SEWER IN
EXCESS OF 9.0 MILES FROM SITE.

**Nearest
City of Las Vegas
Sewer**

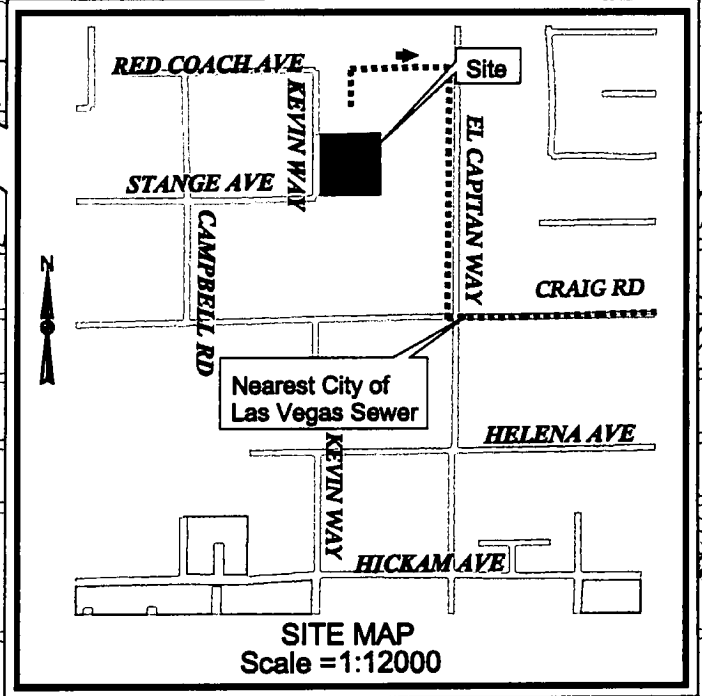
**CITY OF
NORTH
LAS VEGAS**

**UNINCORPORATED
COUNTY**

**CITY
OF
LAS VEGAS**

**Nearest City of
Las Vegas Sewer**

**Nearest CCWRD
Sewer**



Scale = 1:96000



ILA #335 - EXHIBIT A

508/1

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 16, 2005

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD GOECKE

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of a Sewer Connection and Interlocal Contract with Clark County Water Reclamation District - Aztec Engineering on behalf of PHD Assets, LLC, owner (northwest corner of Maverick Street and Rome Avenue, APN 125-32-601-010) - 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 10 single-family dwellings located at the northwest corner of Maverick Street and Rome Avenue. The owners propose to connect to an 8-inch sewer line in Rome Avenue. The Planning Department has determined the project does conform to the General Plan for the area. The applicants have signed a "Sewer Connection Agreement." This property is within the Clark County Interlocal Annexation Exceptions area.

RECOMMENDATION:

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

BACKUP DOCUMENTATION:

1. Agenda Memo
2. Interlocal Contract

MOTION:

REESE - APPROVED Items 3-38 and 40-52 - UNANIMOUS

Item 39: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:36 - 9:38)

1-1020

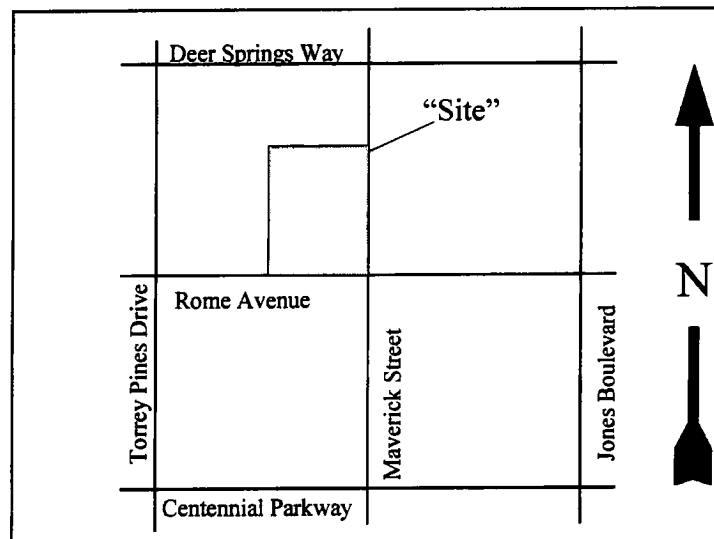
AGENDA MEMO

CITY COUNCIL MEETING DATE: FEBRUARY 16, 2005

DEPARTMENT: PUBLIC WORKS

**ITEM DESCRIPTION: APPROVAL OF SEWER CONNECTION AND
INTERLOCAL CONTRACT WITH CLARK COUNTY WATER
RECLAMATION DISTRICT – AZTEC ENGINEERING ON BEHALF OF
PHD ASSETS, LLC, OWNER (NORTHWEST CORNER OF MAVERICK
STREET AND ROME AVENUE, APN 125-32-601-010)**

VICINITY MAP



INTERLOCAL CONTRACT

THIS CONTRACT is entered into as of the 19th day of January, 2005, 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 PHD Assets LLC % P Davis (approximately 4.55 acres – vacant land; Parcel No. 125-23-702-006 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 Chuck Ethridge
CHUCK ETHRIDGE, Acting General Manager

CITY OF LAS VEGAS

By Oscar B. Goodman
OSCAR B. GOODMAN, Mayor

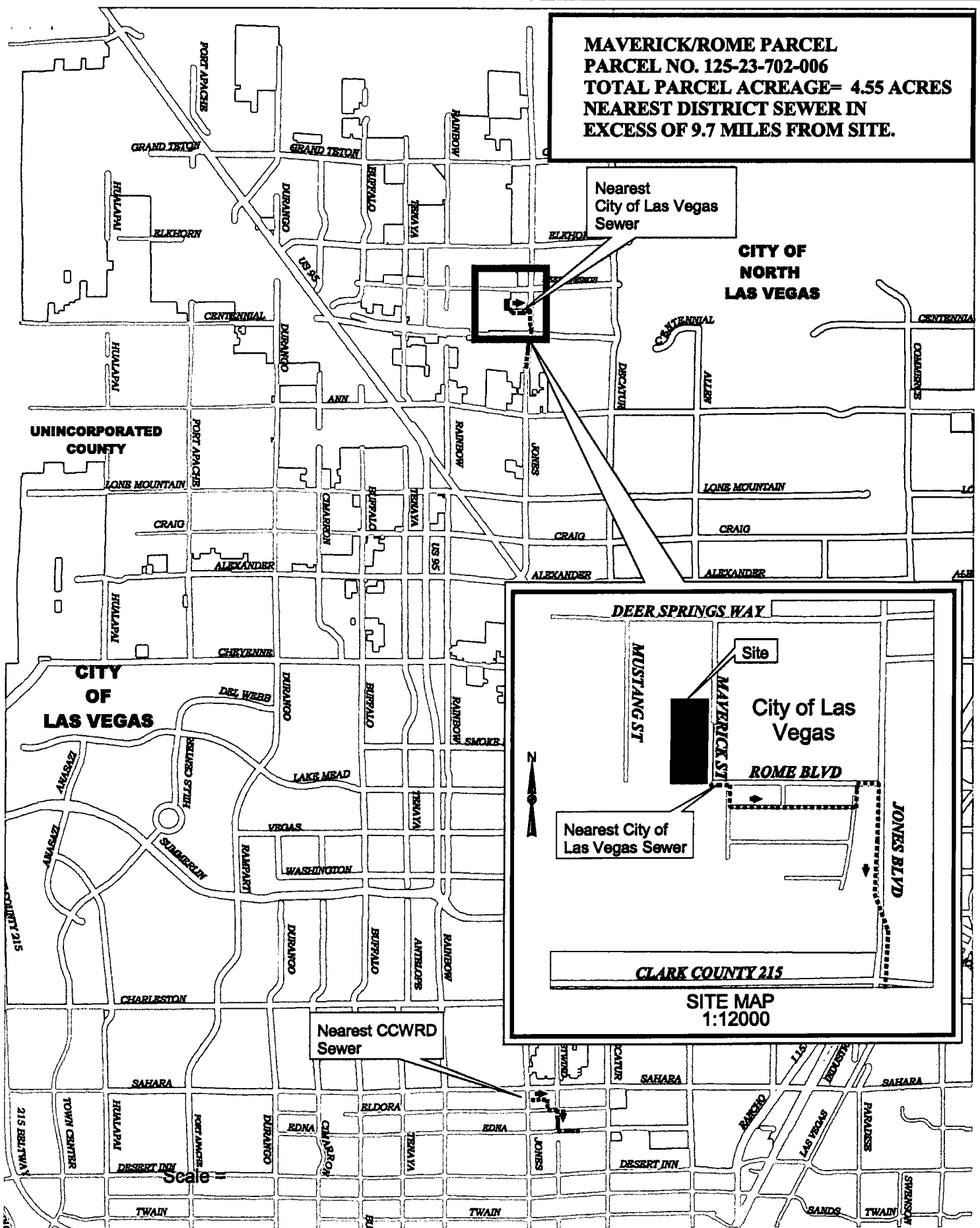
ATTEST:

By Barbara Jo Ronemus
BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:

By Thomas R. Green 2/25/05
Deputy City Attorney

MAVERICK/ROME PARCEL
PARCEL NO. 125-23-702-006
TOTAL PARCEL ACREAGE= 4.55 ACRES
NEAREST DISTRICT SEWER IN
EXCESS OF 9.7 MILES FROM SITE.



Nearest CCWRD
Sewer

Nearest City of
Las Vegas Sewer

SITE MAP
1:12000

Scale = 1:96000

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 16, 2005

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD GOECKE

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of a Sewer Connection and Interlocal Contract with Clark County Water Reclamation District - Aztec Engineering on behalf of Howard Agster, Senior, and Arlene Agster, owners (northeast corner of Rome Avenue and Mustang Street, APN 125-23-702-005) - County (near Ward 6 - Mack)

Fiscal Impact:

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

PURPOSE/BACKGROUND:

This request is to connect 6 single-family dwellings located at the northeast corner of Rome Avenue and Mustang Street. The owners propose to connect to the 8-inch sewer line in Rome Avenue. The Planning Department has determined the project does conform to the General Plan for the area. The applicants have signed a "Sewer Connection Agreement." This property is within the Clark County Interlocal Annexation Exceptions area.

RECOMMENDATION:

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

BACKUP DOCUMENTATION:

1. Agenda Memo
2. Interlocal Contract

MOTION:

REESE - APPROVED Items 3-38 and 40-52 - UNANIMOUS

Item 39: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:36 - 9:38)

1-1020

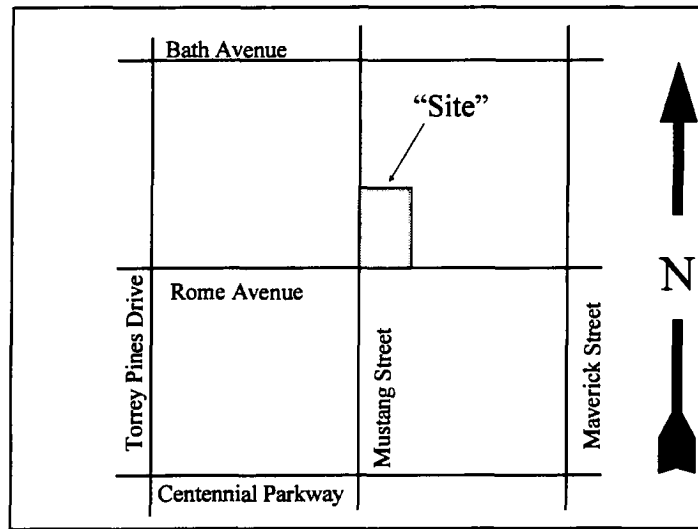
AGENDA MEMO

CITY COUNCIL MEETING DATE: FEBRUARY 16, 2005

DEPARTMENT: PUBLIC WORKS

**ITEM DESCRIPTION: APPROVAL OF SEWER CONNECTION AND
INTERLOCAL CONTRACT WITH CLARK COUNTY WATER
RECLAMATION DISTRICT – AZTEC ENGINEERING ON BEHALF OF
HOWARD AGSTER, SENIOR, AND ARLENE AGSTER, OWNERS
(NORTHEAST CORNER OF ROME AVENUE AND MUSTANG STREET,
APN 125-23-702-005)**

VICINITY MAP



INTERLOCAL CONTRACT

THIS CONTRACT is entered into as of the 19th day of January, 2005, 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 Agster Family Trust & Agster Howard E Sr & Arlene Trs (approximately 4.32 acres – one existing home with additional vacant land to be subdivided; Parcel No. 125-23-702-005 which is within the boundaries of the DISTRICT and beyond the corporate limits of the CITY but which is more accessible to sewer service by the CITY; and

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

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

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

2. Upon adoption of this CONTRACT, DISTRICT will require all

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

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

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

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

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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 Chuck Ethridge
CHUCK ETHRIDGE, Acting General Manager

CITY OF LAS VEGAS

By Oscar B. Goodman
OSCAR B. GOODMAN, Mayor

ATTEST:

By Barbara Jo Ronemus
BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:

By Thomas R. Green 2/25/05
Deputy City Attorney

MUSTANG/ROME PARCEL
PARCEL NO. 125-23-702-005
TOTAL PARCEL ACREAGE= 4.32 ACRES
NEAREST DISTRICT SEWER IN
EXCESS OF 9.7 MILES FROM SITE.

Nearest
City of Las Vegas
Sewer

**CITY OF
NORTH
LAS VEGAS**

**UNINCORPORATED
COUNTY**

**CITY
OF
LAS VEGAS**

Nearest City of
Las Vegas Sewer

**City of Las
Vegas**

CLARK COUNTY 215

**SITE MAP
1:12000**

Nearest CCWRD
Sewer

Scale = 1:96000

Clark County
Water Reclamation
DISTRICT

ILA #333 - EXHIBIT A

50847

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 16, 2005**DEPARTMENT: PUBLIC WORKS****DIRECTOR: RICHARD GOECKE**☒ **CONSENT** ☐ **DISCUSSION****SUBJECT:**

Approval of a Rule 9 Line Extension Agreement with Nevada Power Company (NPC) for the installation of NPC facilities to provide power for streetlight and traffic signal services for the Durango Drive Phase 4, Special Improvement District 1503 project (Durango Drive - Tropical Parkway to I-215) (\$9,891 - Regional Transportation Commission [RTC]) - Ward 6 (Mack)

Fiscal Impact:

☐	No Impact	Amount:	\$9,891.00
☒	Budget Funds Available	Dept./Division:	Public Works/City Engineer
☐	Augmentation Required	Funding Source:	RTC

PURPOSE/BACKGROUND:

The City of Las Vegas is constructing the Durango Drive Phase 4, SID No. 1503 project. The agreement is necessary so that Nevada Power Company can provide service for streetlights and traffic signals constructed with the project.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Rule 9 Line Extension Agreement

MOTION:

REESE - Motion to bring forward and STRIKE Items 39, 57, 58, and 59 and Hold in ABEYANCE Item 60 to 3/2/2005 - UNANIMOUS

NOTE: Under Item 1, COUNCILMAN REESE disclosed for Item 39 that although his daughter works for Nevada Power, he does not believe action on this matter would influence her job. He has previously voted on matters concerning Nevada Power.

MINUTES:

There was no related discussion.

(9:34 - 9:36)

1-967

RULE 9
LINE EXTENSION AGREEMENT

Contract No: **LEA0000173930A**

Project No: **0000173930**

Date Prepared: **11/29/2003**

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: DURANGO FROM TROPICAL TO I215.

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 DURANGO IMPROVEMENT PHASE 4 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 \$95,164.00. The amount advanced by Applicant ("Advance") upon execution of this Agreement is \$9,891.00 and is subject to the following:

That portion of Advance subject to refund, inclusive of tax per Rule 9 section B - 4 is \$4,230.00.

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 \$1,953.00.

That portion of Advance, a non-cash contribution in aid of construction tax (trenching and substructures), that is not subject to refund is \$3,708.00 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 \$10,395.00.

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: **LEA0000173930A**

Project No: **0000173930**

Date Prepared: **11/29/2003**

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.

RULE 9
LINE EXTENSION AGREEMENT

Contract No: **LEA0000173930A**
Project No: **0000173930**
Date Prepared: **11/29/2003**

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: **LEA0000173930A**

Project No: **0000173930**

Date Prepared: **11/29/2003**

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.

RULE 9
LINE EXTENSION AGREEMENT

Contract No: **LEA0000173930A**

Project No: **0000173930**

Date Prepared: **11/29/2003**

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: **LEA0000173930A**
Project No: **0000173930**
Date Prepared: **11/29/2003**

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: **LEA0000173930A**
Project No: **0000173930**
Date Prepared: **11/29/2003**

	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	KATHLEEN CUNNINGHAM	JOE CHRISTENSEN
Telephone	702/657-4313	
Cellular Telephone		
FAX		
Email Address	KC11292	

IN WITNESS WHEREOF, the Parties hereto execute this Agreement as of the date set forth above.

NEVADA POWER COMPANY

City of Las Vegas

By: _____

By: _____

Name: DAVID BENITES

Name: _____

Title: Team Leader, New Business LVN

Representing: _____

Date: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

Thomas R. Allen 2/1/05
Date

**NEVADA POWER COMPANY
PROJECT COST WORKSHEET ("Exhibit B")**

Project ID: 0000173930 Title: DURANGO IMPROVEMENT PHASE 4 Units: 4 KVA: 77
Contract Type: Line Extension Agreement Coordinator: KATHLEEN CUNNINGHAM Version Nbr 1

COST ESTIMATE SUMMARY				
Cost Estimate Category	Total Cost Estimate	Total Applicant Cost	Applicant Non-Refundable	NPC Responsibility
Labor & Overhead	\$17,689	\$6,008	\$1,826	\$11,681
Material & Overhead	\$34,151	\$9,847	\$0	\$24,304
DCA	\$0	\$0	\$0	\$0
Trenching	\$43,324	\$0	\$0	\$43,324
Permits	\$0	\$0	\$0	\$0
Salvage	\$0	\$0	\$0	\$0
tal	\$95,164	\$15,855	\$1,826	\$79,309

ADVANCE CALCULATION			
Cost Item	Refundable Cost	Cost Item	Non-Refundable Cost
Applicant Refundable Cost	\$14,029	Applicant Non-Refundable Cost	\$1,826
Equal Participant	\$0	Applicant Non-Refundable (Not Subject To Allowance.)	\$0
Proportionate Share	\$0	Non-Refundable (Subject To Allowance)	\$1,826
Refund Subject To Allowance	\$14,029	Excess Allowance	\$0
Allowance	\$10,395	Adjusted Non-Refundable Less Upgrade	\$1,826
Adjusted Applicant Cost	\$3,634	Applicant Non-Ref. (Not Subj Allow)	\$0
Total Refundable	\$3,634	Attachments To Existing (LE/MP)	\$0
		Revisions Not Collected	\$0
		Total Non-Refundable Cost	\$1,826

ADVANCE SUMMARY			
Refundable Advance		Current Tax Rate	16.4060%
Non-Taxable Advance	\$0	Total Non-Taxable	\$1,052
Taxable Advance	\$3,634	Total Taxable (Less Tax)	\$4,408
Tax	\$596	Total Tax	\$4,431
Total Refundable Advance	\$4,230	Total Advance	\$9,891
Non-Refundable Advance			
Non-Taxable Advance	\$1,052		
Taxable Advance	\$774		
Tax	\$127		
Trench Tax	\$3,708		
Total Non-Refundable Advance	\$5,661		
Total Advance	\$9,891		

NEVADA POWER COMPANY

CONTRIBUTIONS IN AID OF CONSTRUCTION (CIAC) / TAX CALCULATION

Customer: _____

Project Name: DURANGO IMPROVEMENT PHASE 4

Project ID: 0000173930

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: 16.4060%

A) REFUNDABLE TAXABLE AMOUNT (252.000)

- ☒ CONTRACTS - LEA, MP 3,634
- ☐ ATTACH TO AN EXISTING LE/LEAMP _____
- ☐ PRE-DESIGN _____

Total: 3,634

B) REFUNDABLE TAX (253.000)

(A) X 16.4060 = 596

D) NON-REFUNDABLE TAX (253.030)

(C) X 16.4060 = 127

NON-REFUNDABLE TAXABLE AMOUNT (107.000)

- ☐ CONTRACT - CIAC OVER 20,000 _____
- ☒ CIAC (RELOCATION) UNDER 20,000 774
- ☐ CUSTOMER PAID OT _____
- ☐ UTILITY SHARED TRENCH _____
- ☐ CUSTOMER REVISION _____
- ☐ CUSTOMER UPGRADE _____
- ☐ ATTACHMENT TO EXISTING LE/MP 0

Total: 774

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 22,604 X 16.4060

(Trench Tax) = 3,708

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 _____
- ☒ NO CONTRACT REMOVAL UNDER 20,000 1,052
- ☐ CUSTOMER PAID OT _____
- ☐ CUSTOMER REVISION _____

Total: 1,052

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 = 3,634

B = 596

C = 774

D = 127

E = 3,708

F = 0

G = 0

H = 1,052

Customer Advance = 9,891

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 16, 2005**DEPARTMENT: PUBLIC WORKS****DIRECTOR: RICHARD GOECKE**☒ **CONSENT** ☐ **DISCUSSION****SUBJECT:**

Approval of a Professional Services Agreement with Hill Clark and Associates Landscape Architects for the design services of Ed Fountain Park Phase II located at Vegas Drive and Decatur Boulevard (\$209,000 - Capital Improvements Project Fund [CIP]) - Ward 5 (Weekly)

Fiscal Impact:☐**No Impact****Amount:**

\$209,000.00

☒**Budget Funds Available****Dept./Division:**

PublicWorks/Eng Integration

☐**Augmentation Required****Funding Source:**

CIP Fund

PURPOSE/BACKGROUND:

The City of Las Vegas desires to convert two natural turf football fields at the southwest corner of the park to synthetic turf and enhance the landscaping in that area. Converting the natural turf to synthetic turf will assist in water conservation.

RECOMMENDATION:

That the City Council approve the negotiated Professional Service Agreement with Hill Clark and Associates Landscape Architects for the design services of Ed Fountain Park Phase II in the amount of \$190,000 and approve an additional services contingency reserve of \$19,000.

BACKUP DOCUMENTATION:

Professional Services Agreement

MOTION:**REESE - APPROVED Items 3-38 and 40-52 - UNANIMOUS****Item 39: STRICKEN under separate action (see individual item)**

NOTE: Under Item 3, COUNCILMAN MACK disclosed that his brother Steven Mack owns property near the location involved in Item 40. However, he would be voting, as his brother has not spoken to him about it, and COUNCILMAN MACK did not believe his brother's interest will be impacted.

MINUTES:

There was no related discussion.

(9:36 - 9:38)

1-1020

PROFESSIONAL SERVICES AGREEMENT FOR ED FOUNTAIN PARK PHASE II

THIS PROFESSIONAL SERVICES AGREEMENT (the "Agreement") is made and entered into this 16th day of February, 2005, by and between the CITY OF LAS VEGAS, NEVADA, a municipal corporation of the State of Nevada (the "City") and **HILL CLARK & ASSOCIATES**, (the "Consultant").

RECITALS

WHEREAS, the City intends to construct **ED FOUNTAIN PARK PHASE II** (herein the "Project"), within the City of Las Vegas, for an estimated Construction Cost of **\$2,303,364.00**; and

WHEREAS, the City desires to retain the services of the Consultant for the purpose of providing the design and the preparation of the bid documents necessary for the construction of the Project, said services as set forth in this Agreement and **Exhibit "A"** (Scope of Services) attached hereto; and

WHEREAS, the Consultant hereby represents to the City that the Consultant is properly licensed pursuant to Chapter 623, 623A or 625 as required for the Project, of the Nevada Revised Statutes within the State of Nevada, and possess the special knowledge, skills and expertise to perform the services required herein.

NOW, THEREFORE, in view of the above premises, the City and the Consultant agree as set forth below:

ARTICLE 1: CONSULTANT'S BASIC SERVICES

1.1 GENERAL

1.1.1 The Consultant agrees to provide the services set forth in this Article and in **Exhibit "A"** (Scope of Services) and **Exhibit "B"** (Required Submittals), attached hereto.

1.1.2 The Consultant shall perform the services required under this Article as expeditiously as is consistent with professional Skill and care and the orderly progress of the Project. The Consultant shall submit for the City's approval a schedule for the Performance of services which may be adjusted as the Project proceeds, including allowances for periods of time required for the City's review and for approval of submissions by authorities having jurisdiction over the Project. The Consultant shall not, except for reasonable cause, exceed time limits established by this schedule approved by the City. The Time Schedule for Performance of the Consultant's services is set forth in **Exhibit "C"** (Performance Schedule) attached hereto.

1.1.3 The Consultant shall without additional compensation correct or revise any error or deficiencies in the plans, drawings, specifications or other related documents prepared by the Consultant. The City's approval of the Contract Documents shall not relieve the Consultant of any responsibility for the professional and technical accuracy of any documents prepared by the Consultant.

1.1.4 The City's review, approval, acceptance or payment for any of the services performed by the Consultant shall not be construed as a waiver of any rights of the City under this Agreement.

1.1.5 The Consultant's basic services shall include evaluations of any substitutions proposed during the construction period and performing the revisions to the Contract Documents required by such substitutions, including presentation to the City and other local agencies whenever required to obtain approval and/ or permits for construction of such substitution.

1.1.6 The Consultant shall pay any and all damages, costs and expenses caused by, resulting from, or arising out of the negligent performance of the services required under this Agreement by the Consultant or sub-consultants.

ARTICLE 2: ADDITIONAL SERVICES

2.1 GENERAL

2.1.1 The services described under this Article shall only be provided by the Consultant if requested in writing by the City.

2.2 PROJECT REPRESENTATION BEYOND THE BASIC SERVICES

2.2.1 If more extensive representation at the Project site is required for the City's protection, the Consultant agrees to more Project Representatives to assist in carrying out the on-site responsibilities. Such Project Representatives shall be selected, employed and directed by the Consultant. The duties, responsibilities and limitation of authority of Project Representatives shall be the same as the Consultant.

2.2.2 The Consultant shall endeavor to further protect the City against defects and deficiencies in the construction of the Project through the observations by the Project Representatives, but the furnishing of such project representation shall not modify the rights, responsibilities or obligations of the Consultant as described elsewhere in this Agreement.

2.3 ADDITIONAL SERVICES

2.3.1 The Consultant agrees to revise the Contract Documents when such revisions are (i) inconsistent with approvals or instructions previously given by the City, including revisions made necessary by adjustments in the City's budget for the Project or (ii) required by the enactment or amendment to codes, laws or regulations subsequent to the preparation of such documents.

2.3.2 The Consultant agrees to provide services required because of significant changes in the scope of the Project including, but not limited to the size, quality, complexity, or time schedule, except for services required under Section 6.2.5.

2.3.3 The Consultant agrees to prepare drawings, specifications or other documentation evaluating Contractor's proposals, and providing other services in connection with Change Orders and Construction Change Directives.

2.3.4 Providing consultation concerning the replacement of that portion of the Project damaged by fire or other cause during construction, and furnishing services required in connection with the replacement of such Work.

2.3.5 The Consultant agrees to provide such services made necessary by the default of the Contractor, by major defects or deficiencies in the construction of the Project, by the Contractor, or by the failure of the performance of the Contractor under the Construction Contract.

2.3.6 Preparing to serve or serving as an expert witness in connection with any public hearing, arbitration proceeding, or legal proceeding, or other legal proceeding (except for City Council Meeting(s) or similar meetings when requested by the City).

2.3.7 Preparing documents for alternate, separate or sequential bids or providing services in connection with bidding, negotiation or construction prior to the completion of the Construction Documents Phase.

ARTICLE 3: CITY'S RESPONSIBILITIES

3.1 The City shall provide full information regarding requirements for the Project, including a pre-design program, which shall set forth the City's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements.

3.2 The City shall confirm and update the overall budget for the Project, including the Construction Cost and any reasonable contingencies related thereto.

3.3 The City shall designate a representative authorized to act on the City's behalf with respect to the Project as provided in Section 10.2. Such authorized representative shall render decisions in a timely manner pertaining to documents submitted by the Consultant in order to avoid unreasonable delay in the orderly progress of the Consultant's services.

3.4 The City shall furnish the services of consultants when such services are reasonably required by the scope of the Project and are requested by the Consultant.

3.5 The City shall furnish structural, mechanical, chemical, air and water pollution tests, tests for hazardous materials, and other laboratory and environmental tests, inspections and reports required by law or the Contract Documents.

3.6 The City shall promptly notify the Consultant in writing of any fault or defect in the Project or nonconformance with the Contract Documents.

3.7 The proposed language of certificates or certifications requested of the Consultant or sub-consultants shall be submitted to the Consultant for review and approval at least 14 days prior to execution. The City shall not request certifications that would require knowledge or services beyond the scope of this Agreement.

3.8 The City shall guarantee access to, and make all necessary provisions for the Consultant to enter upon the Project site as may be required to perform the service under this Agreement.

3.9 The City and its designated representative shall examine the studies, reports, sketches, estimates, specifications, proposals and other documents presented by the Consultant providing responses and decisions, promptly, in writing. The City shall advertise for proposals from qualified bidders, bid the Project, and pay all costs related to the bid process.

ARTICLE 4: CITY'S REVIEW PROCESS

4.1 Upon receipt of any documents furnished by the Consultant, the City's Project Manager shall have five (5) working days for preliminary review of such documents. The City's Project Manager will determine whether the documents comply with the scope of the Project. After the preliminary review, if the City's Project Manager determines that the documents are insufficient, inadequate, or incomplete, the City shall notify the Consultant and request documents which are Professionally complete and appropriate, per AIA Standards, and Exhibit "B" attached, for each basic service phase submitted. The decision by the City's Project Manager in this matter shall be final.

4.2 If the City's Project Manager determines, after requesting the Consultant to provide corrected and professionally complete Phase submittals, that the documents remain insufficient, inadequate, or incomplete, the City may; i) declare the Consultant in default, or (ii) demand a letter of explanation from the Consultant as to the reason the furnished documents are insufficient, inadequate or incomplete. If the City elects the second option, the Consultant, at Consultant's own expense, shall furnish additional sets of all documents, based on the quantity set forth in Exhibit "B", that are sufficient, adequate and complete in the discretion of the City's Project Manager for review by the City. The Consultant, at Consultant's own expense, shall attend any meeting, whether formal or informal, including the City Council meeting when requested by City to explain the reason the Consultant presented inadequate, insufficient, or incomplete documents to the City, and the delay, if any, that such submittal and re-submittal may cause in completion of the Project.

4.3 The City's review period in the Project Schedule shall not begin until the City's Project Manager determines that the documents presented by Consultant fully comply with the requirements for the Design Phase. After the City's Project Manager determines that the documents comply with all requirements, the City shall begin a review of the documents.

4.4 After the City reviews the documents, one (1) set of the documents shall be returned to the Consultant with comments and corrections noted thereon. The Consultant shall make the changes necessitated by the corrections or other comments into the final documents, and return the correction set with the corrected documents.

4.5 The Consultant shall review with the City alternative approaches to the design and construction of the Project. Prior to City's approval of the documents, Consultant shall furnish written responses to City's correction(s) comments(s) change(s), which state the action taken and reason for such action for each item presented by the City. After all such correction or changes have been made and comments have been addressed to City's satisfaction, the Consultant shall furnish one reproducible mylar set of all final documents to the City, including electronic media, complying with Item 7.1 herein.

ARTICLE 5: COMPENSATION

5.1 BASIC SERVICES COMPENSATION

5.1.1 The City agrees to pay the Consultant as compensation for the services provided under Article 1 of this Agreement the amount of the fixed Fee for each of the phases set forth in Exhibit "D" (Fee Breakdown), which shall be paid pursuant to monthly invoices.

5.1.2 The Construction Phase Fee set forth in Exhibit "D" shall be paid based upon the percentage of construction completed for the Project.

5.1.3 In no event shall the total amount of compensation to be paid to the Consultant exceed the total fixed Fee set forth in Exhibit "D", unless

written authorization is given by the City.

5.2 ADDITIONAL SERVICES COMPENSATION

5.2.1 The City agrees to compensate the Consultant for the Additional Services provided under **Article 2**, either a lump sum, or an hourly fee based upon the hourly fee schedule set forth in **Exhibit "E"** (Hourly Rate Schedule) attached hereto, whichever is approved in writing by the City. Additional Services shall not be compensated unless confirmed in writing by the City.

5.3 REIMBURSABLE EXPENSES

5.3.1 The Consultant has included all expenses in the fixed Fee compensation for Basic Services, and no Reimbursable Expenses are anticipated or authorized by this Agreement, except as may be specifically stated in **Exhibit "E"**. Reimbursable Expenses may include, if authorized by the City in writing and in advance of the occurrence of the expense, such expenses as transportation expenses in connection with authorized out-of-town travel, extensive long distance telephone communications, fees paid for securing approval of authorities having jurisdiction over the Project, expense of reproductions, postage and handling of Drawings, Specifications and other documents beyond Basic Services, expense of renderings, models and mock-ups requested by the City beyond Basic Services, and the expense of overtime work requiring higher than regular rates. Reimbursable Expenses shall not be compensated unless confirmed in writing by the City.

.4 INVOICE

5.4.1 The Consultant may invoice for approved and completed work on a monthly basis. The City Project Manager will notify the Consultant of any problems regarding payment of the invoice within (14) days of the received invoice. If no notification or response is received from the City Project Manager within the stated period of time, the Consultant shall expect prompt payment of the submitted invoice within a period of sixty (60) days. If the payment period exceeds sixty (60) days, the Consultant will contact the City Project Manager to resolve any problem or delay. If the resolution of any delay is not satisfactory to the Consultant, the Consultant may submit a seven (7) day written notice to the City. If payment is not received within the seven (7) day period, the Consultant may submit a request for approval of the following remedies: 1. Defer progress on the Project, until such time as payment is received and re-adjust the Project schedule accordingly. 2. The Consultant may petition the City for an increase in fees, to reimburse the substantiated costs of late payments and extended schedule. Either option to remedy, with concurrence by City Staff, may be exercised by the Consultant.

5.5 RETAINAGE

5.5.1 Upon approval, the City shall pay to the Consultant ninety-five percent (95%) of the amount of the monthly invoice with the remaining **five percent (5%)** being retained for the purpose set forth in the Section "Right To Off-Set" of this Agreement.

5.2 If the Consultant is delayed by conditions within its control, as determined by the City after consultation with the Consultant, the City shall have the right to increase the amount of the retainage up to **ten percent (10%)** until such time as the Consultant has complied with the Performance Schedule or presented an acceptable plan for such compliance.

5.6 RIGHT TO OFF-SET

5.6.1 The City's Project Manager may subtract or offset the unpaid invoice from the Consultant any damages, costs and expenses caused by, resulting from, or arising out of the negligent acts or omissions of the Consultant in the performance of the services under this Agreement including, without limitation, errors or deficiencies in the plans, drawings, specifications and other documents prepared by the Consultant. The City's Project Manager shall provide a written statement to the Consultant of the damages, costs and expenses, which have been subtracted from any payment to the Consultant along with appropriate documentation and receipts, if any, and a description of the errors or deficiencies attributed to the Consultant. If the Consultant disputes the right or amount of the deduction made by the City, the Consultant may file a claim pursuant to Section 8.3 of this Agreement.

5.7 FINAL PAYMENT

5.7.1 Upon completion by the Consultant of the services required under this Agreement, and acceptance of such services by the City, (which acceptance will not be unreasonably withheld,) the Consultant will, within sixty (60) days of the City's acceptance, be paid the balance of any money due for such services, including the retained percentages.

ARTICLE 6: CONSTRUCTION COST

6.1 DEFINITION

6.1.1 The Construction Cost shall be the total cost or estimated cost to the City of all elements of the Project designed by the Consultant. The Construction Cost shall include the cost at current market rates of labor and materials furnished by the City and equipment design, specified, selected or specially provided for by the Consultant, plus a reasonable allowance for the Contractor's overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the Work during construction.

6.1.2 The Construction Cost does not include the compensation of the Consultant and sub-consultants, the costs of the land, rights-of-way, financing or other costs that are the responsibility of the City as provided in Article 3.

6.2 RESPONSIBILITY FOR CONSTRUCTION COST

6.2.1 Evaluations of the City's Project budget, preliminary estimates of Construction Cost and detailed estimates of Construction Cost, if any, prepared by the Consultant, represent the Consultant's best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Consultant nor the City has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices or over competitive bidding, market or negotiating conditions. Accordingly, the Consultant cannot and does not warrant or represent that the bids or negotiated prices will not vary from the City's Project budget or from the estimate of Construction Cost or evaluation prepared or agreed to by the Consultant.

6.2.2 No fixed limit of Construction Cost shall be established as a condition of this Agreement by the furnishing, proposal or establishment of a Project budget unless such fixed limit has been agreed upon in writing and signed by the parties hereto. If such a fixed limit has been established, the Consultant shall be permitted to include contingencies for design, bidding and price escalation, to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents, to make reasonable adjustments in the scope of the Project and to include in the Contract Documents alternate bids to adjust the Construction Cost to the fixed limit. Fixed limits, if any, shall be increased by the amount of any increase in the Construction Cost occurring after execution of the Construction Contract.

6.2.3 If the Bidding or Negotiation Phase has not commenced within 90 days after the Consultant submits the Construction Documents to the City, the Project budget or fixed limit of Construction Cost may be adjusted by the Consultant to reflect changes in the general level of prices in the construction industry between the date of submission of the Construction Documents to the City and the date on which proposals are sought.

6.2.4 If a fixed limit of Construction Cost (adjusted as provided in Section 6.2.3) is exceeded by the lowest bona fide bid or negotiated proposal, the City shall (i) give written approval of an increase in such fixed limit; (ii) authorize re-bidding or renegotiating of the Project within a reasonable time, (iii) cooperate in revising the Project scope and quality as required to reduce the Construction Cost, or (iv) cancel the Project.

6.2.5 If the City chooses to proceed under option (iii) of Section 6.2.4, the Consultant, without additional charge, shall modify the Contract Documents as necessary to comply with the fixed limit. This modification of Contract Documents shall be the limit of the Consultant's responsibility arising out of the establishment of the fixed limit.

ARTICLE 7: OWNERSHIP OF DOCUMENTS

7.1 The Construction Documents and other documents prepared by the Consultant for this Project are instruments of the Consultant's service for use by the City of Las Vegas with respect to this Project and, unless otherwise provided, the Consultant shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including copyright. However, the documents prepared as instruments of service are the property of the City except as prohibited by law and the City shall have unlimited access to such documents. The reports, plans, design concepts, information, data, and similar documents which are given, prepared or assembled by the Consultant or any consultants and subcontractors under this Agreement shall not be made available to any individual or organization without the prior written consent of the City. In the event of the completion or termination of this Agreement, the City reserves the right to require delivery of any and all test results, evaluations, reports, drawings, specifications, studies and documents not in its possession and to engage a new consultant to recreate such documents. Any use of incomplete documents and any use of completed documents for other projects, without the specific written authorization from the Consultant, shall be at the City's sole risk.

7.2 The City retains contractual rights to all design concepts developed by the Consultant.

7.3 Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the Consultant's reserved rights.

ARTICLE 8: ARBITRATION

8.1 FEE DISPUTES

8.1.1 Any Fee dispute arising under this Agreement which is not disposed of by mutual agreement between the parties shall be decided by the City Manager, whose decision shall be reduced to writing and mailed or otherwise furnished to the Consultant. The decision of the City Manager shall be final and conclusive unless, within thirty (30) days after the date on which the Consultant receives its copy of such decision, the Consultant mails or otherwise furnishes the City Manager a written request to appeal the decision. Upon receipt of such request, the City and the Consultant shall come to an agreement as to the appointment of an arbitrator for purposes of hearing the appeal. If the parties cannot reach such an agreement, then each party shall select an arbitrator for purposes of the appeal, and the two shall select a third arbitrator within 20 days of their appointment. If the selected arbitrators are unable to agree upon the third arbitrator, the third arbitrator shall be selected by the American Arbitration Association or the Nevada Arbitration Association, whichever is designated by the City for such selection. The decision of the arbitrator, or arbitrators, as the case may be for the determination of any such appeal, shall be final and conclusive. The Consultant shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending the final decision of a dispute hereunder, the Consultant shall proceed diligently with the performance of the work to be performed under this Agreement and in accordance with the City Manager's decision.

8.1.2 If, during the performance of this Agreement, a dispute arises between the parties as to whether the services provided by the Consultant are services entitled to additional compensation, the Consultant agrees to notify the City prior to providing such services of the Consultant's intent to seek additional compensation as provided in this Section. Such notice shall be for the purpose of affording the City the opportunity to monitor and verify the performance of such services and failure to provide the City with such notice shall constitute a waiver of such claim.

8.2 NON-FEE DISPUTES

8.2.1 All non-Fee claims, disputes and other matters in question between the parties to this Agreement arising out of or relating to the performance of this Agreement or the breach thereof, shall be decided by arbitration in accordance with the Arbitration Rules of the Nevada Arbitration Association or the American Arbitration Association then existing unless the parties mutually agree otherwise. No arbitration arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, any additional person not a party to this Agreement except by written consent which contains a specific reference to this Agreement and which is signed by the City and the Consultant. Any consent to arbitration involving an additional person or persons shall not constitute consent to arbitration of any dispute not described therein. This Agreement to arbitrate and any agreement to arbitrate with an additional person or persons duly consented to by the City and the Consultant shall be specifically enforceable under the prevailing arbitration law.

8.3 CONSENT TO ARBITRATION

8.3.1 In the event that the City is named as a party to any arbitration action or commences an arbitration action against a party other than the Consultant, which arises out of, from, or is connected with the construction of the Project, or the performance of the Consultant's under this Agreement, the Consultant agrees and irrevocably consents, to be joined as a party in the arbitration proceeding and to be bound by any decision resulting therefrom. Any joinder of the Consultant is conditioned upon the handling of such arbitration in accordance with arbitration rules of the Nevada Arbitration Association or the American Arbitration Association. None of the time provisions imposed under subsections 8.3.2 and 8.3.3 apply to the joinder rights provided herein in such a way as to preclude the City from joining the Consultant as a party to any arbitration proceeding in which the City commences or is named as a party and which arises out of, or results from, the construction of the Project. If the Consultant is named as an additional party by the City, the Consultant shall not be entitled to any additional compensation from the City as a result of preparing for, or participating in, the arbitration.

8.3.2 In order for the Consultant to be able to arbitrate any claim, dispute or other matter in question between the parties, written notice must be given to the City within sixty (60) days after the claim, dispute or other matter arises. In order for the City to be able to arbitrate any claim, dispute or other matter in question between the parties, written notice must be given to the Consultant within sixty (60) days after the claim, dispute or other matter arises. The purpose of such notification is to place the other party on notice so that proper measures can be taken to properly defend against such claim, dispute or other matter, and the failure to give such notice shall preclude the party desiring arbitration from subsequently arbitrating that particular claim, dispute or other matter.

8.3.3 The filing of the aforementioned written notice shall preserve that party's right to arbitration, but shall not obligate the party to proceed with arbitration. In the event that either party desires to proceed with the arbitration of any claim, dispute, or other matter with respect to which such notice has been given, a written demand for arbitration shall be filed in writing with the other party and with the Nevada Arbitration Association or the American Arbitration Association within sixty (60) days after the filing of the Certificate of Substantial Completion with respect to the Project, and the failure to make such demand shall forever bar such claim, dispute or other matter from being arbitrated.

8.3.4 In the event of arbitration, it is agreed by the parties hereto that all means of discovery including, but not limited to, depositions and interrogatories will be afforded to the parties involved in the arbitration, and the appointed arbitrator shall have all authority to impose sanctions against either party for failing to comply with the rules of discovery provided under the Nevada Rules of Procedure.

8.3.5 The award rendered by the arbitrators shall be final, and judgment may be entered upon its accordance with applicable law in any court having jurisdiction thereof.

8.3.6 By mutual written consent, in addition to and prior to arbitration, the parties may endeavor to settle disputes by mediation in accordance with the Mediation Rules of the Nevada Arbitration Association or the American Arbitration Association then existing. The sixty (60) day requirement for notice of arbitration shall be tolled between the dates of: (1) either party's receipt of a written request for mediation from the other party hereto; and (2) the requesting party's receipt of a written rejection of its request, or if not rejected, completion of the mediation itself.

ARTICLE 9: TERMINATION, SUSPENSION OR DEFAULT

9.1 CITY'S RIGHT OF TERMINATION FOR CONVENIENCE

9.1.1 The City shall have the right to terminate this Agreement without cause or default on the part of the Consultant and such termination shall become effective immediately upon service of notice as provided in Section 10.11. In the event of the termination of this Agreement pursuant to this Section, the Consultant shall be compensated for any unpaid services rendered prior to the effective date of the termination in the amount determined by the Project Manager.

9.2 CITY'S RIGHT OF TERMINATION FOR CAUSE

9.2.1 Upon the occurrence of an Event of Default (hereinafter defined), the City shall have the right, without prejudice to any other right or remedy it may have at law or equity, to: (i) terminate this Agreement, suspend payment of all pending invoices otherwise due to Consultant hereunder, and finish this Agreement by such means as deemed appropriate by the City. The City may deduct from any balance due Consultant, the cost of completing this Agreement. If the City cannot complete the performance of this Agreement with the remaining funds originally set aside and budgeted for the Project, or in the event the cost of finishing the Consultant's performance of this Agreement exceeds the balance due the Consultant, such excess shall be paid by the Consultant to the City within five (5) days of invoicing by City, or (ii) terminate this Agreement and the obligations imposed hereunder, including the obligation of any further payment for the services of the Consultant except for the reasonable value for the services performed to the date of termination.

9.2.2 For purposes of this Agreement, an "Event of Default" is deemed to have occurred if the Consultant:

- A.** Voluntarily terminates operations or consents to the appointment of a receiver, trustee or liquidator of all or a substantial portion of the Consultant's assets;
- B.** Be adjudicated bankrupt or insolvent, or file a voluntary petition in bankruptcy admitting in writing an inability to pay debts as they become due;
- C.** Make a general assignment for the benefit of creditors;
- D.** File a petition or answer seeking the reorganization of the Consultant or an arrangement with creditors or take advantage of any insolvency law; or if action shall be taken for the purpose of effecting any of the foregoing;
- E.** Suffer the levy or execution of any writ or warrant upon any property or an asset of the Consultant which continues unvacated and in effect for a period of thirty (30) days; or
- F.** Neglects to properly perform the services required hereunder in accordance with the time schedule which has been agreed upon between the parties hereto for the Project, and such Event of Default continues for seven (7) calendar days after written notice has been provided to the Consultant pursuant to Section 10.11.

9.2.3 In the event City performs, or hires others to perform, any of the services required under this Agreement because of the default of the Consultant, the cost thereof, plus an additional ten percent (10%) to cover City's overhead expenses, shall be promptly paid by the Consultant to the City.

9.2.4 The costs and expenses of completing the services of the Consultant shall be computed and audited by the Project Manager whose certification thereof shall be final and binding upon the parties. The audit shall be made in accordance with generally accepted accounting principles and the Consultant shall pay the costs of such audit.

9.2.5 The City reserves the right to offset any and all claims made by the Consultant for payment of Fees hereunder or the reimbursement of additional costs it incurred with any claims that City might have against the Consultant for failure to comply with any of the terms and conditions of this Agreement.

9.3 SUSPENSION BY THE CITY

9.3.1 If the Project is suspended by the City for more than thirty (30) consecutive days, the Consultant shall be compensated for services performed prior to issuance of the written notice of such suspension. When the Project is resumed, the Consultant's compensation shall be reviewed and, upon approval by the City, equitably adjusted to provide for expenses, if any, resulting from the interruption and resumption of the Project.

9.4 RIGHT OF TERMINATION

9.4.1 The Consultant shall have the right to terminate this Agreement if the Project is abandoned by the City for more than 90 days, or the City fails to make payment to the Consultant for the services performed under this Agreement (unless there exists a dispute between the parties concerning such payment), and the Consultant has given 30 days written notice to the City of the failure to make such payment. In the event of termination as provided under this Section, the Consultant shall be compensated for any unpaid services rendered prior to the effective date of the termination, along with any unpaid Reimbursable Expenses.

ARTICLE 10: MISCELLANEOUS PROVISIONS

10.1 THE CITY'S PROJECT MANAGER

10.1.1 The individual designated as the Project Manager is indicated in Exhibit "F" (Key Personnel List), or if no name is so indicated, the Consultant shall be notified in writing by the City as to the individual designated as the Project Manager. The City's Project Manager shall have complete authority to transmit instructions, to receive information, and to interpret and define the City's policies and decisions with respect to the materials, equipment elements, and systems which are pertinent to the Project to be performed under this Agreement and to approve changes to the scope of the Project that does not affect compensation.

10.2 THE CITY'S PROJECT REPRESENTATIVE

10.2.1 The individual designated as the Project Representative is indicated in Exhibit "F" (Key Personnel List), or if no name is so indicated, the Consultant shall be notified in writing by the City as to the individual designated as the Project Representative. The City's Project Representative shall, during the Construction Phase, have complete authority to receive information, transmit instructions on behalf of the City Project Manager, to coordinate weekly construction site meetings and represent the City in the completion of the Project. The City Representative shall be responsible for written minutes of such meetings, and to distribute copies.

10.3 CONSULTANT'S EMPLOYEES AND SUBCONSULTANTS

10.3.1 The services required under this Agreement shall be performed by the key employees, or by approved sub-consultants identified in Exhibit "F" (Key Personnel List). In the event a key employee or sub-consultant is unable to provide the services required under this Agreement for any reason, the Consultant will, with City approval, replace such personnel. If the Consultant fails to complete the replacement within (30) days, the City may terminate this Agreement for cause pursuant to Section 9.2 of this Agreement. The Consultant shall not substitute the key personnel or sub-consultants without thirty (30) days prior written approval from the City. Request for approval shall consist of written notification to the City, stating reason or reasons for the requested substitution. The City shall not unreasonably deny approval, unless the City adjudges the substitution not to be in the interest of the City or the scheduled completion of the Project.

10.4 STANDARDS OF PROFESSIONAL SERVICES

10.4.1 The professional services to be rendered by the Consultant under this Agreement shall be in conformance with applicable federal, state and local statutes, acts, rules, codes, ordinances, laws and regulations. These include but are not limited to the building code, electrical code, plumbing code, fire code and related ordinances pertaining to fire safety, mechanical code and the heating, ventilation, air conditioning guide, uniform standards for public works construction for off-site improvements, State of Nevada Industrial Commission codes and safety orders, Nevada State Department of Health regulations, mandatory standards and policies of the State of Nevada energy conservation plan, Americans with Disabilities Act (ADA) guidelines and requirements including conformance to any ADA provisions and guidelines that have been issued in "final form" regardless of their adoption by the Department of Justice, municipal ordinances in effect at the Project site, and any other applicable Federal, state and local acts, rules, laws or regulations.

10.5 CHANGES IN SCOPE OF THE PROJECT

10.5.1 The City's Project Manager may, at any time, issue written directions, which require an increase or decrease in the Basic Services to be performed under this Agreement. If any such direction results in a change in the amount or character of the work covered by the Fee compensation provided for under section 5.1, an equitable adjustment in such compensation shall be made without the need to obtain the approval of the City Council if the contingent funds, if any, allocated for this Agreement by the City Council are sufficient to cover the compensation due the Consultant as the result of an increase in the scope of the Basic Services. Any claim of the Consultant for adjustment under this provision must be asserted by the Consultant in writing, as a Fee dispute under the provision of Article 8 thirty (30) days after the date the Consultant receives notification of such change. The City's Project Manager, if he determines that the facts justify such adjustment, may receive and consider such claim and may adjust the same at any time prior to the date on which the final settlement with the Consultant is to be made.

10.6 INSURANCE

10.6.1 The Consultant shall provide, and shall maintain in full force and effect, at all times during the period in which this Agreement is in effect, and for one (1) year after completion of the Project, the following insurance coverages:

Coverage for claims under the Nevada Industrial Insurance Act.
Professional liability insurance in an Errors and Omissions coverage in an amount of not less than \$1,000,000.

10.6.2 Consultant's insurance shall include the following:

Employer's liability and comprehensive general liability insurance shall include "all states" endorsements to the extent that the Consultant's work, or work under his direction, may require, the comprehensive general liability coverage shall contain no exclusion relative to damage to underground property.

10.6.3 The limits of liability for the Consultant's liability insurance shall not be less than:

Workmen's Compensation: Statutory.
Professional Liability Insurance: \$1,000,000.
Comprehensive General Liability - Bodily Injury and Property Damage: \$1,000,000 combined single limit.
Comprehensive Automobile Liability - Bodily Injury and Property Damage: \$1,000,000 combined single limit.

Except for the coverages required for Professional Liability Insurance, above, the insurance coverages required herein shall name the City as an additional insured party.

10.7 COVENANT AGAINST CONTINGENT FEES

10.7.1 The Consultant hereby warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement by or through any agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees of the Consultant and bona fide established commercial or selling agencies which are maintained by the Consultant for the purpose of securing business and the existing of which, if any, has been fully disclosed to the City. For a breach or violation of this warranty, the City shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the compensation to be paid to the Consultant, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

10.8 PATENT INDEMNITY

10.8.1 Except as is otherwise provided in this Agreement, the Consultant agrees to, and hereby does, indemnify the City and its officers, agents and employees against all liability, including costs and expenses, for the infringement upon any patents and/or copyright which have been issued by the United States which may arise out of the performance of this Agreement or out of the use or disposal, by or for the account of the City, of any of the supplies furnished, or any design construction work performed, hereunder or as a consequence hereof.

10.9 INDEPENDENT CONTRACTOR

10.9.1 It is hereby expressly agreed and understood that, in the performance of the services provided for herein, the Consultant and any other Consultant, who is employed by the Consultant hereunder shall be deemed to be an independent contractor and not an agent or employee of the

City. The City shall not be liable for salary, employment taxes, other statutory employee benefits, or other employee benefits; including but not limited to, insurance, sick leave, pensions and other payments or deductions to employee or employee unions of the Consultant or any other Consultant hired by the Consultant's employee(s). The City shall not be considered a guarantor of such payments.

10.10 SUCCESSORS AND ASSIGNS

10.10.1 The City and the Consultant each binds itself and each of its successors, executors, administrators, and assigns to the other party to this Agreement and to the successors, executors, administrators, and assigns of such other party, in respect of all of the mutual covenants and promises in this Agreement contained; provided, however, that neither the City nor the Consultant may assign, sublet, or transfer its interest in and to this Agreement without the written consent of the other. Nothing contained herein shall be construed or operate as creating any personal liability on the part of any officer or agent of the City.

10.11 NOTICES

10.11.1 Any notice required to be given hereunder shall be deemed to have been given when (i) received by the party to whom it is directed by personal service, or (ii) deposited with the United States Postal Service addressed as follows:

CITY: Clair M. Lewis, ASLA, NV RLA#239
Office of Architectural Services
Department of Public Works
CITY OF LAS VEGAS
400 Stewart Avenue
Las Vegas, NV 89101

Phone: (702) 229-6535 Fax: (702) 384-4846

CONSULTANT: Dan N. Hill
Hill Clark & Associates
2625 Wigwam Pkwy, Ste. 100A
Henderson, NV 89074

Phone: (702) 260-9356 Fax: (702) 260-9357

10.12 CONFIDENTIALITY

10.12.1 The Consultant shall treat all information relating to the Project and all information supplied to the Consultant as confidential and proprietary information of the City and shall not permit its release by other parties or make any public announcement or release without the City's written authorization.

10.13 INDEMNITY

10.13.1 Notwithstanding any of the insurance requirements required under Section 10.6, and not in lieu thereof, the Consultant shall protect, indemnify and hold the City, its officers, employees, and agents (herein the "Indemnitees") harmless from any and all claims, damages, losses, expenses, suits, actions, decrees, judgements, attorney fees and court costs (herein the "Claims") which the Indemnitees, or any of them, may suffer as a result of, by reason of, or in consequence of, the negligent or intentional acts or omissions of the Consultant, its subcontractors, agents or anyone employed by the Consultant, its subcontractors or agents, in performing the terms, conditions or covenants of this Agreement.

10.13.2 As part of its obligation hereunder, the Consultant shall, at its own expense, defend the Indemnitees, against the Claims which may be brought against them, or any of them, as a result of, by reason of, or as a consequence of, any negligent or intentional act or omission of the Consultant, its subcontractors or agents, for and against which the Consultant is obligated to indemnify the Indemnitees unless the Indemnitees, or any of them, elects to conduct their own defense which, in such case, shall not cause a waiver of the obligation of indemnification set forth herein. If the Consultant shall fail to do so, the City shall have the right, but not the obligation, to defend the same and charge all direct and incidental costs of such defense (including attorney fees and court costs) against the Consultant.

10.14 CONSULTANT WARRANTIES

10.14.1 The Consultant warrants that it has sufficient working capital to complete this Agreement with funds as disbursed from the City to the

Consultant under the conditions of the Agreement, and is able to furnish; plant, tools, materials, supplies, equipment and labor and is experienced in and competent to perform the work contemplated by this Agreement; further the Consultant warrants that he is properly and professionally licensed to perform the work herein and is authorized and licensed to do business in the City of Las Vegas and the State of Nevada.

10.14.2 Consultant represents and holds a license, permit or other special license to perform the services included in this Agreement, as required by law, or employs or works under the general supervision of the holder of such license; permit or special license.

10.14.3 Consultant warrants that his service shall be year 2000 compliant, which means that to the extent the performance of the Agreement is dependent upon the Consultant's computer operations. Such computers will continue functioning without interruption, and will continue to accurately process data and information necessary to the performance of this Agreement beyond 31 December 1999.

10.14.4 Consultant has, herein, pursuant to the requirements of resolution 79-99 (adopted by the City Council on 4 August 1999 and effective 1 October 1999) as amended by Resolution 105-99 (adopted by the City Council on November 17, 1999) disclosed on the form attached hereto as Exhibit "G" (Disclosure of Ownership/Principals) all of the principals, including partners, of the Consultant, as well as all persons and entities holding more than one (1%) percent interest in the Consultant or any principals of the Consultant. If the Consultant, or principals or partners are required to provide disclosure under federal law (such as the Securities and Exchange Commission Act or the Employee Retirement Income Act), and current copies of such federal disclosures are attached to Exhibit "G" the requirements of this Section shall be deemed satisfied. During the term of this Agreement, the Consultant shall notify the City of Las Vegas in writing of any material change in the above disclosure on Exhibit "G", within (15) days of such change.

10.15 SUBCONTRACTS

10.15.1 The Consultant agrees to include in all sub-contracts, in connection with sub-consultants, the conditions imposed under this Agreement, including the following:

A provision that the Consultant agrees to pay the sub-consultant when paid for that portion of the work by the City, that no liability arises on the part of the Consultant to the sub-consultant for payment of the subcontracted work until payment has been made by the City, and that if the City has paid the Consultant for subcontracted work; then the sub-consultant's only recourse is against the Consultant, not against the City, either through the institution of legal or equitable action or the attachment of any lien;

A provision that the sub-consultants have no more rights against the City than that of the Consultant;

A provision that the sub-consultant agrees to be bound by all the terms, conditions, and obligations of this Agreement unless the City has approved any deviations, changes, or modifications in writing;

A provision that the sub-consultant will obtain and maintain professional errors and omissions insurance coverage in connection with the subcontracted work in an amount equal to that required of the Consultant; and

A provision that the sub-consultant agrees to be bound to the documents, "General Conditions" of the construction contract and "Division One" of the construction specifications, incorporated herein by this reference.

10.16 AGREEMENT

10.16.1 This Agreement shall be governed by the laws of the State of Nevada.

10.16.2 As between the parties to this Agreement, any applicable statute of limitations with respect to any act or failure to act by either party shall commence to run, and any alleged cause of action shall be deemed to have accrued, in any and all events not later than the relevant date which is determined to be the date of substantial completion of the Project; or, with respect to any act or failure to act which occur after such date, not later than the date of the issuance of the final certificate for payment for the Project.

10.16.3 The City and the Consultant waive all rights against each other and against the contractors, consultants, agents, and employees of the other for any damage, which is fully reimbursed by the required property insurance during construction. The City and the Consultant each shall require similar waivers from their respective contractors, consultants and agents.

10.16.4 The Consultant acknowledges the City's requirement to incorporate the City's "Instructions to Bidders", "General Conditions" and "Division One", incorporated herein by reference, into the contracts prepared for bidding on the Project covered by this Agreement. The Consultant further agrees to perform in accordance with the obligations stated in the referenced General Conditions.

10.16.5 This Agreement was prepared after negotiations between the parties hereto, and shall be construed as drafted by both parties.

10.16.6 This Agreement represents the entire and integrated agreement between the City and the Consultant and supersedes all prior negotiations, representations, or agreements; either written or oral. This Agreement may be amended only by a written instrument, which is signed by both the City and the Consultant and shall be in force and effect from and after the day on which the City gives notice to the Consultant to begin the services required under this Agreement.

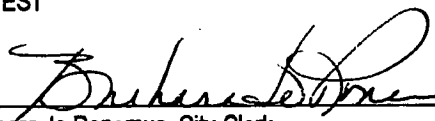
10.16.7 This Agreement shall remain in effect for one (1) year after the final payment for approved services has been issued by the City. Termination of this Agreement shall not release either party from any of the obligations herein, nor be construed to change the date or time on which a cause of action arising out of this Agreement would otherwise accrue under law.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first above written.

CITY OF LAS VEGAS

By 
Oscar Goodman, Mayor

ATTEST


Barbara Jo Ronemus, City Clerk

CONSULTANT

By 
Brent Clark, Hill Clark & Associates

APPROVED AS TO FORM

 1/27/05
Deputy City Attorney Date

LIST OF EXHIBITS

Any conflicts between the proceeding Agreement and the following Exhibits shall be governed by the Agreement.

EXHIBIT " A " SCOPE OF SERVICES

EXHIBIT " B " REQUIRED SUBMITTALS

EXHIBIT " C " PERFORMANCE SCHEDULE

EXHIBIT " D " FEE BREAKDOWN

EXHIBIT " E " HOURLY RATE SCHEDULE

EXHIBIT " F " KEY PERSONNEL LIST

EXHIBIT " G " DISCLOSURE OF OWNERSHIP/PRINCIPALS

EXHIBIT "A"

SCOPE OF SERVICES

ARTICLE 1: GENERAL

1.1 Upon authorization to proceed as described in Exhibit "C", the Consultant shall provide the following in accordance with the Schedule (Exhibit "C") included herein. The Scope of Service set forth in this Exhibit and the compensation to the Consultant for said Scope of Services is based upon the Consultant and the City each performing its responsibilities in a timely manner.

1.2 SCOPE OF SERVICES

1.2.1 The following scope of services is in addition to the scope required elsewhere in this Agreement. This scope is to be considered preliminary and may be altered as this Project develops. Alterations of scope will not impact Fee amounts unless increased scope or workload is encountered by the Consultant. If increased scope or workload is encountered, the Consultant is to notify the City in writing, and an adjusted fee will be negotiated prior to any work.

1.3 GENERAL REQUIREMENTS

1.3.1 All Drawings shall be prepared using AutoDesk's AutoCAD Release 14 or newer release in accordance with industry accepted standards, including the American Institute of Architects (AIA) Computer Aided Design (CAD) Layer Guidelines. Specifications shall be prepared in Construction Specification Institute (CSI) format using the software program Microsoft Word 2000 or newer release.

1.3.2 Where the Consultant specifies materials and equipment by brand names, provide three or more brand names with model numbers for each item specified. Where less than three suitable brand names/model numbers are commercially available state "or approved equal".

1.3.3 Coordination and quality control checks shall be made in accordance with a disciplined procedure and scheduled accordingly.

1.3.4 Verify, using commercially available software with current virus definitions, that digital electronic submittals are free of electronic "viruses", "worms", "Trojan horses", and other programs or data stored on the host computer or the electronic submittal. The City will check incoming electronic submittals for such afflictions, utilizing commercially available software and at the first indication of such an affliction, the entire electronic submittal will be considered unacceptable and will be returned to the Consultant. The Consultant shall remove the unwanted programs or the unwanted programs or data and further verify the integrity of the electronic submittal. The Consultant shall bear the expense of correction, checking and resubmittal and shall not be released from submittal requirements per the agreement.

1.3.5 Each submittal shall be in accordance with the appropriate submittal requirements listed herein. Incomplete submittals shall be rejected. All costs associated with the re-submittal shall be borne by the Consultant.

1.3.6 All work shall be in full compliance with applicable codes, ordinances and other regulatory conditions.

1.3.7 All work shall be in full compliance with the applicable City of Las Vegas "Design Standards for Buildings, Parks, and Parking Facilities", incorporated herein by reference, and that any failure in this regard shall be at the sole expense of the Consultant to correct specifically including any additional construction costs resulting from such failures in the construction bid documents. The Consultant agrees to include this requirement into subcontract agreements with subconsultants providing services for the Project.

1.3.8 No disclaimers are allowed on any documents, except as required due to City of Las Vegas Building Department's request for inclusion and stamping of documents not prepared by the Consultant such as reports of testing and details of fire rated assemblies or similar copyrighted documents.

1.3.9 Throughout the design phases of the project, participate in regularly scheduled weekly design meetings with the City. Coordinate attendance of subconsultants and other parties as appropriate to the progress of the work and to avoid delay. Unless the City elects to do so and provides written instrument stating such, record, prepare and distribute to all attendees and other affected parties, a meeting summary documenting decisions made and actions required by attendees and other affected parties, in a format acceptable to the City, within 5 days following each meeting.

1.4 DEFINITIONS

1.4.1 "Construction Cost Estimate" as used herein is a forecast of construction cost prepared on the basis of detailed analysis of materials and labor for all items of work.

1.4.2 "Construction Budget" as used herein represents the dollar value for which funding will be obtained, including 5% bidding contingency and 10% construction contingency, and against which expenditures will be monitored.

1.4.3 "Drawings and Specifications" as used herein, shall be deemed in all instances to include architectural, structural, mechanical, plumbing, electrical, civil, and landscape drawings and specifications, and any drawing and specification prepared by specialty consultants.

ARTICLE 2: THE CITY'S RESPONSIBILITIES

2.1 The City will be responsible for performing all work necessary to complete their obligation to the Consultant to allow the Consultant to complete their work.

2.2 The City shall provide the Consultant with:

2.2.1 Programmatic information, including a requirement list for current and future needs and operational requirements including all committed facility schedules that impact design and/or construction.

2.2.2 Approved budget limitations for the Project. The City and the Consultant shall mutually agree upon a Construction Cost Budget for the work described herein prior to completion of the Schematic Design Phase.

2.2.3 Any other information required to complete the work, as available, which is not in the Consultant's Scope of Services.

2.2.4 Access arrangements for the Consultant to enter upon public and private property as required to perform their services.

2.2.5 Design Review Comments to be incorporated into the documents. Comment documentation may be provided as red-lined drawings, electronic format and/or hard copies.

2.3 The City shall:

2.3.1 Acquire any required rights to the Project Site or air rights to adjacent Sites as deemed necessary by the City.

2.3.2 Designate a management team to review designs and submittals, and to work with the Consultant to achieve an acceptable, cost effective design.

2.3.3 Provide and conduct all bidding activities, including printing and distribution of bid and constructions documents, except as specifically required to be provided by the Consultant.

ARTICLE 3: THE CONSULTANT'S RESPONSIBILITIES

3.1 The Consultant shall be responsible for performing all work necessary to complete the following schedule of work, more fully described following:

3.1.1 Schematic Design and Master Planning Phase

3.1.2 Design Development Phase

3.1.3 Construction Document Phase

3.1.4 Bidding Phase

3.1.5 Construction Administration Phase

3.1.6 Post Construction Phase

3.2 COST ESTIMATES

3.2.1 The Consultant shall prepare and provide a detailed independent Construction Cost Estimate with each submittal. Provide unit costs, quantities and other estimating parameters for each component or work, reflecting current market conditions and costs. Reconcile each successive estimate to the one provided at the preceding submittal. Provide the estimate in the format and breakdown designated by the City. Work with the City to reconcile the Consultant's estimates with the City's estimates.

3.2.2 If, at any time during the course of the Project, it becomes evident that the Construction Cost Estimate will exceed the Construction Cost Budget (developed by the City and agreed upon by the Consultant and the City), notify the City and propose design solutions that will bring the Project within the Construction Cost Budget. Execute approved solutions as required at no additional costs to the City.

3.3 DESIGN SUBMITTALS

3.3.1 Prior to each design submittal, check all documents for technical accuracy, compliance with applicable codes and ordinances, complete incorporation of all Design Review Comments (DRC), and coordination within and between design disciplines.

3.4 GOVERNMENTAL AND AGENCY APPROVALS

4.1 SCOPE OF SERVICES. Prepare, submit and gain approval of all governmental and agency approvals required for completion and occupancy of the Project, unless specifically noted otherwise in this section:

3.4.1.1 General Plan Amendment. If requested by the City, assist the City's Real Estate Division in the application preparation, supporting documentation and meeting representation for any required GPAs.

3.4.1.2 Rezoning. If required by the City, assist the City's Real Estate Division in the application preparation, supporting documentation and meeting representation for any required rezonings.

3.4.1.3 Site Development Plan Reviews. Provide all applications, documentation, submittals and meeting representation for the Planning Department's Site Development Plan Reviews, including those required by review boards such as Summerlin, Centennial Hills, redevelopment agencies, historical review boards and similar organizations where applicable to the site and Project.

3.4.1.4 Variance and Special Use Permit. Provide assistance in the needs determination, application preparation, supporting documentation and meeting representation for any required variances or special use permits.

3.4.1.5 Mapping. Tentative maps, final maps, vacations, parcel maps, and annexations shall be considered Additional Services unless otherwise identified in this Agreement.

3.4.1.6 Utilities. Provide all applications, documentation, submittals, coordination and representation for all Project required utility designs.

3.4.1.7 Flood/Hydrology Reports. Comply with all requirements and gain required approvals from Regional Flood Control and City of Las Vegas Land Development Section, including a Drainage Compliance Report.

4.1.8 Traffic Study. If required, traffic studies shall be an Additional Service.

3.4.2 SUBMIT, REVIEW AND INCORPORATE. Submit progress and final construction documents, applications, and other required documentation to all required utility companies, regulatory authorities and governmental agencies having jurisdiction over the Project at the earliest opportunity in the completion of the documents. Submitted documents shall be sealed and signed by the engineers and architects of record in the State of Nevada as required by the City, utility and governmental agency. During the progress of the design documents, conduct design review meetings with the utility and governmental agencies whenever allowed by their review processes. Coordinate and incorporate design review comments and corrections into the documents in an expeditious manner, track the approval process and report status to the City Project Manager on no less than a weekly basis until approved, and notify the City in writing of any approval not given by a regulatory agency, noting the efforts made to secure such approval. Update the Construction Cost Estimate to account for revisions made.

3.4.3 FEES. Notify the City of any required utility, application, permit and review fees, which shall then be the responsibility of the City to pay.

3.4.3.1 OAS NOT A REGULATORY AUTHORITY. The Consultant does hereby acknowledge, understand and agree that the Office of Architectural Services (OAS), acting as the City's representative for purposes of the Project, does not have any control, authority or influence over the decisions or requirements of other departments of the City acting in a regulatory capacity including, but not limited to, the Building Department, Fire Department, Planning Department and Department of Public Works of the City of Las Vegas. The City's representative acts in a capacity similar to that of a representative working for a private property owner which is to ensure that the City receives a quality product, delivered on schedule, for a fair price. Furthermore, the Office of Architectural Services does not speak or act for any regulatory authority, nor does any regulatory authority speak or act for the Office of Architectural Services. The Consultant agrees that its relationship with the regulatory authorities having jurisdiction over the Project is separate from its relationship with the City, and that the Consultant's interaction with each regulatory authority is to be conducted without assistance from the City.

3.4.3.2 APPROVAL. The City shall give approval of documents prior to being submitted to any regulatory agency for permit review and approval.

3.5 GEOTECHNICAL DATA

3.5.1 GEOTECHNICAL REPORT. Regardless whether the geotechnical report is being provided for the Project by the City or Consultant, it shall be prepared as two separately bound reports, containing and utilized as follows:

3.5.1.1 GEOTECHNICAL DATA REPORT is a compilation of geotechnical information about the Project site discovered during investigations of the site required for preparation of the Soils Report. This report may include boring logs and tests, but excludes interpretations and recommendations. The Geotechnical Data Report will be included and incorporated into the Contract Documents, with the following instructions to the Contractor:

This Geotechnical Data Report is provided for inspection and review only. The City cannot and does not warrant the accuracy or reliability of the information included in the Geotechnical Data Report. Such borings and data are subject to sampling errors. The Geotechnical Data Report was prepared for design purposes and may not provide sufficient data for bid preparation by some contractors. Bidders and the Contractor are solely responsible for assumptions, deductions, interpretations and conclusions they may make or obtain from any such information. The information contained in the Geotechnical Data Report is not to be used by the Contractor for any design work including the design of temporary construction facilities. The Geotechnical Data Report is provided in the Contract Documents with the express understanding of the preceding.

3.5.1.2 GEOTECHNICAL INTERPRETIVE REPORT is the geotechnical investigation report or geotechnical interpretive report prepared for the design of the Project including the initial report, attachments, and appendices. This report may include boring logs, tests, interpretations and recommendations. The Geotechnical Interpretive Report shall not be made available to bidders or incorporated as a part of the bid documents or Contract Documents. It is understood that information contained in the Geotechnical Interpretive Report is to be solely used for the design of the Project and estimating purposes and not by others for any purpose including construction. Bidders and the Contractor are solely responsible for assumptions, deductions and conclusions they may make or obtain from any such information.

3.5.2 It is understood that the City may make and distribute copies of reports and boring logs as necessary in connection with the Project without incurring obligation for additional compensation.

3.5.3 SPECIFICATION. The City will provide the Consultant with a sample specification "Section 02050 – Subsurface Conditions" to demonstrate how this split report is to be utilized in placing the Contractor at risk for all unknown subsurface conditions, which the Consultant shall use to model his bid documents after in achieving the same purpose.

6 PROJECT DESIGN PHASES

3.6.1 Upon authorization by the City to Proceed with the Professional Services Agreement, the Consultant shall:

3.6.1.1 GEOTECHNICAL REPORT. Prepare a geotechnical report for the Project.

3.6.1.2 SURVEY. Prepare a boundary and topographic survey for the Project.

3.6.1.3 GENERAL REQUIREMENTS. Receive from the City program information, space requirements list for the projects current and future needs, budget and other requirements.

3.7 SCHEMATIC DESIGN (SD) PHASE (50% SUBMITTAL)

3.7.1 Upon authorization by the City to proceed with the Schematic Design Phase, the Consultant shall:

3.7.1.1 REVIEW. Review the program, schedule and construction budget confirmed by the City to ascertain the requirements of the Project and arrive at a mutual understanding of such requirements with the City. Conduct a preliminary evaluation of the City's program, schedule and construction budget requirements, each in terms of the other and advise the City of any problem issues.

3.7.1.2 DESIGN ALTERNATIVES. Based on the mutually agreed upon program, schedule and construction budget, the Consultant shall prepare preliminary design studies consisting of drawings and other documents illustrating the scale and relationship of each component of the Project. Review with the City Project Manager, alternative approaches to the design and construction of the Project.

3.7.1.3 INTERIM ESTIMATE. If and when requested by the City during the Schematic Design Phase, prepare an interim Construction Cost Estimate of the design alternatives to confirm the feasibility of the Project program and design.

3.7.1.4 SPECIFICATIONS. Prepare schematic level outline specifications that describe the quality of construction materials proposed for the design.

3.7.1.5 ESTIMATE. Prepare a schematic level Construction Cost Estimate.

3.7.1.6 REVIEWS. Participate in design review meetings in which the City will discuss comments generated during the review of the Alternative Designs, Specifications, and Construction Cost Estimate. Incorporate the City's review comments. All incorporated changes shall be fully coordinated within and between disciplines.

3.7.1.7 SUBMITTAL. Prepare a formal Schematic Design Submittal. Schematic documents shall include site master plan, utility plans, grading plans, planting plans, elevations, sections, finishes and other drawings as necessary to describe the Project. Provide six (6) copies of the final documents from this phase.

3.7.1.8 REVIEW. Participate in a Design Review Meeting in which the City will present and discuss comments generated during review of the Schematic Design Submittal. Comments regarding the Schematic Design Submittal shall be incorporated into the Design Development Submittal. The City shall give written approval of the final Schematic Design Submittal prior to the Consultant proceeding with the Design Development Phase.

3.8 DESIGN DEVELOPMENT (DD) PHASE (90% SUBMITTAL)

3.8.1 Upon authorization by the City to proceed with the Design Development Phase, the Consultant shall:

3.8.1.1 DOCUMENTS. Based on the approved Schematic Design Submittal and any adjustments authorized by the City, the Consultant shall prepare the Design Development Documents consisting of the drawings, outline specifications and other documents establishing the size and character of the Project as to the architectural, civil and the electrical systems, materials and such other elements as may be appropriate. Incorporate requested changes into appropriate documents. All incorporated changes shall be fully coordinated within and between disciplines. Design Development documents shall minimally include the following:

3.8.1.1.1 DRAWINGS:

3.8.1.1.1.1 Utility plans, including both on-site and off-site improvements.

3.8.1.1.1.2 Paving and grading plans, including on-site improvements.

3.8.1.1.1.3 Planting plans.

3.8.1.1.1.4 Irrigation plans.

3.8.1.1.1.5 Site plans.

3.8.1.1.1.6 Elevations and sections.

3.8.1.1.1.7 Details and finish schedules.

3.8.1.1.1.8 Lighting plans.

3.8.1.1.1.9 Power plans

3.8.1.1.1.10 Signage plans.

3.8.1.1.1.11 Any other drawings necessary to describe the Project sufficiently, and to prepare an accurate cost estimate.

3.8.1.1.2 SPECIFICATIONS. Prepare all sections required to be included in the Specifications for the completed Contract Documents. Include in the DD Phase Specifications submittal, "Part 1 – Section Includes" and completed "Part 2 – Products" for each section.

3.8.1.1.3 MOUNTED REVIEW BOARDS. Prepare colored site plans, elevations, exterior color/materials boards, renderings and other design information as required to properly illustrate the proposed design for the City's review and approval.

3.8.1.1.4 ESTIMATE. Prepare a detailed Construction Cost Estimate.

3.8.1.2 VALUE ENGINEERING SESSION. Upon reconciliation of the Consultant's Cost Estimate to the City's Cost Budget, the Consultant's design team, including all consultants from any contractual tier, shall participate in a Value Engineering Session with City personnel.

3.8.1.3 SUBMITTAL. Prepare a formal Design Development Submittal to include all City approved Design Development Documents. Provide ten (10) copies of the final documents from this phase.

3.8.1.4 REVIEW. The Consultant's design team shall participate in a Design Review Meeting in which the City will present and discuss comments generated during review of the Design Development Submittal. Comments regarding the Design Development Submittal shall be incorporated into the Construction Documents Submittal. The City shall give written approval of the final Design Development Submittal prior to the Consultant proceeding with the Construction Documents Phase.

3.9 CONSTRUCTION DOCUMENTS (CD) PHASE (100% SUBMITTAL)

3.9.1 Upon authorization by the City to proceed with the Construction Documents Phase, the Consultant shall:

3.9.1.1 CONSTRUCTION DOCUMENTS. Based on the approved Design Development Submittal, review comments and any further adjustments in the scope or quality of the Project or in the construction budget authorized by the City, the Consultant shall prepare for review and approval by the City the plans, drawings, specifications, and other documents related to the Project (collectively the "Construction Documents"), including the General Conditions provided by the City, which set forth in detail the requirements for the construction of the Project. The Construction Documents shall be technically sound and in conformance with federal, state and local laws, and shall not violate or infringe upon any patent rights. The Consultant agrees to revise or correct any deficiency or error in the Construction Documents. The City's approval of the Construction Documents, or any portion thereof, shall not relieve the Consultant of responsibility for the professional and technical accuracy of such documents.

3.9.1.2 BID DOCUMENTS. The Consultant shall assist the City in the preparation of the bidding documents, including but not necessarily limited to, the bid proposal form and the supplemental specifications (collectively the "Bid Documents"), which are to be included in the agreement between the City and Contractor. The Bid Documents and the Construction Documents together comprise the "Contract Documents."

3.9.1.3 ESTIMATES. Prepare and submit a detailed Construction Cost Estimate at the 50 percent, 90 percent, and 100 percent CD Submittals. Estimates must be prepared by an experienced professional construction estimator with a thorough knowledge of the local construction market. The Consultant shall advise the City of any adjustments to the Construction Cost indicated by changes in the Construction Documents or resulting from a change in general market conditions.

3.9.1.4 CONSTRUCTION SCHEDULE. Estimator shall include with the 90 percent Construction Cost Estimate the number of calendar days required for the contractor to complete the Work, to be used in the bid documents and construction contract.

3.9.1.5 REVIEWS. Respond to all design review comments prior to each successive submittal. Incorporate requested changes into appropriate documents. Fully coordinate all changes within and between disciplines. The Consultant's design team shall participate in design review meetings in which the City will present and discuss comments generated during review of the 50 percent, 90 percent and 100 percent Submittals.

3.9.1.6 SUBMITTALS. Provide ten (10) copies each of 50 percent, 90 percent and 100 percent submittals to the City for review and comment.

3.9.1.6.1 Construction Documents shall including the following:

3.9.1.6.1.1 General

- 3.9.1.6.1.1.1 Completed title sheets, abbreviations, legends and site plans.
- 3.9.1.6.1.1.2 Responses to 100 percent Design Development review comments and incorporation into the documents as required.
- 3.9.1.6.1.1.3 Incorporation of all requirements and specific direction given by the City prior to the CD Submittal.
- 3.9.1.6.1.1.4 Reference of all applicable codes, Project data and design numbers for rated assemblies.

3.9.1.6.1.2 Civil

- 3.9.1.6.1.2.1 Existing facilities plans showing all existing topography and improvements.
- 3.9.1.6.1.2.2 Utility distribution plans with sizes of all new and existing utilities.
- 3.9.1.6.1.2.3 Rough grading plans.
- 3.9.1.6.1.2.4 Finish paving and grading plans.
- 3.9.1.6.1.2.5 Horizontal control plans
- 3.9.1.6.1.2.6 Details with references to the plans.
- 3.9.1.6.1.2.7 Final calculations required to meet all levels of completion.

3.9.1.6.1.3 Landscape

- 3.9.1.6.1.3.1 Landscaping plans denoting all materials and sizes....
- 3.9.1.6.1.3.2 Irrigation plans with sizing of all piping.
- 3.9.1.6.1.3.3 Details with references to the plans.

3.9.1.6.1.4 Structural

- 3.9.1.6.1.4.1 Foundation plans including all dimensions.
- 3.9.1.6.1.4.2 Complete section and detail sheets for fence, sports lighting, security lighting and scoreboard.
- 3.9.1.6.1.4.3 Final calculations required to meet this level of completion.

3.9.1.6.1.5 Electrical

- 3.9.1.6.1.5.1 All power, lighting and auxiliary systems plans reflecting complete circuiting.
- 3.9.1.6.1.5.2 Required single line drawings.
- 3.9.1.6.1.5.3 Completed panel schedules.
- 3.9.1.6.1.5.4 Electrical room details showing equipment in plan and elevation.
- 3.9.1.6.1.5.5 All special systems including grounding wells.
- 3.9.1.6.1.5.6 All details completed and referenced to the plans.
- 3.9.1.6.1.5.7 Final calculations required to meet this level of completion.

3.9.1.6.1.6 Specifications

- 3.9.1.6.1.6.1 Completed Project Specification sections (Parts 1, 2 and 3) for each discipline.
- 3.9.1.6.1.6.2 Final form technical specifications in CSI format.

3.9.1.6.1.7 Calculations

- 3.9.1.6.1.7.1 Complete Civil, structural, water and electrical calculations.

3.9.1.6.1.8 General

- 3.9.1.6.1.8.1 Identify the need for special inspection services and specify types of special inspection required in the construction documents.
- 3.9.1.6.1.8.2 **Final Construction Documents**, including the following:

3.9.1.6.1.9 Drawings

- 3.9.1.6.1.9.1 Complete drawings, READY FOR BID stamped and signed by the architects and engineers of record registered in the State of Nevada.

3.9.1.6.1.10 Specifications

3.9.1.6.1.10.1 Complete specifications, READY FOR BID stamped and signed by the architects and engineers of record registered in the State of Nevada. All sections shall be accurately cross-referenced and Divisions 0 and 1 shall be correctly incorporated.

3.9.1.6.1.11 Calculations

3.9.1.6.1.11.1 Complete Civil, structural, and electrical calculations, stamped and signed by the engineers of record registered in the State of Nevada.

3.9.1.6.1.12 General

3.9.1.6.1.12.1 The Consultant shall incorporate all requirements, specific directions, changes and corrections made by the City and regulatory authorities and agencies into the Final Construction Documents Submittal. The Consultant shall provide the City a "Yellow Line" check set, confirming the quality control corrections to the Contract Documents.

3.9.1.6.1.12.2 The City shall give written approval of the final, corrected, Construction Documents prior to the Consultant proceeding with submittals to the City Purchasing Division for bidding or negotiation. The Consultant shall not be responsible for reproduction costs of the Contract Documents submitted, except as specifically required in Exhibit "A" and Exhibit "B".

3.10 BIDDING PHASE

3.10.1 With approval of the Construction Documents and of the latest preliminary estimate of the Construction Cost by the Consultant, the City shall obtain bids or negotiated proposals and prepare the Construction Contract for the Project.

3.10.2 Upon authorization by the City to proceed with the bidding phase, the Consultant shall:

3.10.2.1 While the Project is being advertised for bids, all questions concerning intent shall be referenced to the City for resolution. In the event that items requiring interpretation in the drawings or specifications are discovered during the bidding period, said items shall be analyzed by the Consultant for decisions by the City as to the proper procedure required. Corrective actions taken will be either in the form of an addendum prepared by the Consultant and issued by the City, or by a construction change directive issued after award of the Construction Contract. In either case, Consultant shall prepare all necessary documents at no additional cost to the City, and update the Construction Cost Estimate. All documents shall be prepared on 8-1/2" X 11" size paper unless otherwise approved in writing by the City.

3.10.2.2 Addendum revisions shall be made on the appropriate CAD drawing or word-processing specification files, and then electronically clipped for issuance in 8-1/2" X 11" format. Revisions shall be indicated and logged on each document. Consultant shall maintain a log of all revisions to the documents.

3.10.2.3 Attend and participate in the Pre-bid meeting.

3.10.2.4 Participate in bid evaluation and recommendations.

3.10.3 The City shall advise the Consultant of the award of the Construction Contract, and establish a Pre-Construction Conference.

3.11 CONSTRUCTION ADMINISTRATION PHASE

3.11.1 The Construction Phase for the Project will commence with the City's issuance of the "Notice To Proceed" to the Contractor for the Project and, together with the Consultant's obligation to provide the services under Article 1 and, if applicable, Article 2 shall terminate with the final payment to the Contractor or in the absence of the submission of a final certificate for payment or of such due date, thirty (30) days after the date which is determined by the Consultant to be the date of Substantial Completion of the Project, whichever first occurs.

3.11.2 Upon authorization by the City to proceed with the construction phase, the Consultant shall:

3.11.2.1 MEETINGS. Attend and participate in the Pre-Construction Conference with the Construction Contractor. The Consultant's construction administration team shall participate in a "Partnering Meeting" with the City and the Construction Contractor for discussion of shared goals, processes, and procedures during the construction process. Attend and participate in weekly Construction Progress Meetings. Meeting dates, times, and place will be determined by the City.

3.11.2.2 SITE VISITS. Visit the Project site at such intervals as are appropriate to the stage of construction for the Project or as otherwise agreed upon in writing by the parties hereto in order to become familiar with the progress and quality of the construction and to determine if the construction of the Project is proceeding in accordance with the Contract Documents. These visits shall average once a week throughout the period of the Construction Contract. Such visits shall be scheduled weekly with the City Representative and shall be attended by the designated representative of the Consultant. Consultant shall at all times have access to the site during construction of the Project.

3.11.2.3 DEFECTIVE WORK. Advise the City of any defects or deficiencies in work by the Construction Contractor that the Consultant observes while visiting the site. The Consultant shall have authority to act on behalf of the City only to the extent provided in this Agreement unless otherwise modified by written instrument. The Consultant shall have no authority to issue instructions on behalf of the City, or to deputize another to do so. Except as may otherwise be provided in the Contract Documents or when direct communications have been specially authorized, the Consultant and Contractor shall communicate through the City's Representatives. All agreements shall be between the City and the Construction Contractor.

3.11.2.4 PAYMENT APPLICATIONS. If requested by the City, the Consultant shall review each Application for Payment submitted by the Contractor based on the Consultant's observations of the progress of construction of the Project, and certify the amounts due thereunder. The Certification for Payment shall constitute a representation by the Consultant to the City, based on the Consultant's observations at the Project site and on the data comprising the Contractor's Application for Payment, that the construction of the Project has progressed to the point indicated in the Application and that, to the best of the Consultant's knowledge, information and belief, the quality of the construction of the Project is in accordance with the Contract Documents. The foregoing representations are subject to (i) an evaluation of the construction of the Project for conformance with the Contract Documents upon substantial completion of the Project, (ii) results of subsequent tests and inspections, (iii) minor deviations from the Contract Documents correctable prior to completion and (iv) specific qualifications expressed by the Consultant. The issuance of the Certificate for Payment shall further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of the Certificate for Payment shall not be a representation that the Consultant has (i) made exhaustive or continuous on-site inspections to check the quality or quantity of the construction of the Project, (ii) reviewed the construction means, methods, techniques, sequences or procedures, (iii) reviewed copies of requisitions received from subcontractors and material suppliers and other data requested by the City to substantiate the Contractor's right to payment or (iv) ascertained how or for what purpose the Contractor has used money previously paid by the City to the Contractor.

3.11.2.5 DOCUMENT REVISIONS. During construction, expeditiously furnish all necessary additional drawings for supplementing, clarifying and/or correcting purposes and for construction change directives required by errors or omissions. Construction change directive revisions shall be made on the CAD drawing or word-processing specifications files, and then electronically clipped out for issuance. Revisions shall be indicated and logged on each document. The Consultant shall maintain a log of all revisions to the documents.

3.11.2.6 INTERPRETATIONS. If requested by City, render interpretations which may be necessary for the proper execution or progress of the construction of the Project with reasonable promptness and render written decisions, within a reasonable time, on all claims, disputes and other matters in question between the City and the Contractor which relate to the execution or progress of the construction of the Project or the interpretation of the Contract Documents. All such interpretations and decisions of the Consultant shall be consistent with the intent of, and shall be reasonably inferable from, the Contract Documents and shall be in writing or the form of drawings.

3.11.2.7 SUBMITTALS. Promptly review and approve submittals, samples and shop drawings for compliance with the Construction Documents. This work shall include submittals and shop drawings submitted for specified products and products submitted as a "substitution" or under an "or equal" or "or approved equal" provision of the specifications. A prompt turn-around time from receipt by the Consultant to dispatch by the Consultant as to cause no delay in the construction of the Project is mandatory for review and distribution. Re-submittal review and distribution time shall be prompt and not exceed seven (7) calendar days. After three (3) submittals, if the same item has not been approved, the City shall be notified of such.

3.11.2.8 RFI. Promptly respond to Requests for Information (RFIs). The work shall address all RFIs submitted including Contractor fixes and alternate means of construction, field/site conditions and those deemed to be frivolous, out of scope, and as a result of the Consultant's errors and omissions. Determination of appropriate methods and means of construction remain the responsibility of the Contractor. The Consultant shall have seven (7) calendar days from receipt of an RFI to prepare and distribute a response to the City. The Consultant shall have two (2) days to prepare and distribute a revised response.

3.11.2.9 CHANGE ORDERS. If requested by the City, prepare and sign Change Orders and Construction Change Directives with supporting documentation and data as deemed necessary by the Consultant for the City's approval and execution in accordance with the Contract Documents.

3.11.2.10 DRAINAGE REPORT. Provide a Drainage Compliance Report, sealed by the Civil Engineer of record for the Project, acceptable to the City of Las Vegas Department of Building and Safety.

3.11.2.11 EXTERIOR LIGHTING ILLUMINATION LEVEL TESTING AND REPORT. Upon completion of the construction, provide testing and a report detailing the lighting illumination levels achieved in each area of the project, in accordance with Section 16520 Exterior Lighting of the City Design Standards, complete with a letter of compliance.

3.11.2.12 SUBSTANTIAL COMPLETION. Conduct observations to determine the date or dates of Substantial Completion and the date of final completion, and sign the Certificate of Substantial Completion.

3.11.2.13 PUNCHLISTS. Participate in the development and resolution of Punch Lists.

3.12 POST CONSTRUCTION PHASE

3.12.1 The Consultant shall:

3.12.1.1 RECORD DOCUMENTS. Based upon the Consultant's knowledge of the changes in the Project during the Construction Phase and review of the Contractor's final record documents, prepare Record Documents for the Project. The Consultant shall review and approve the Contractor's final record documents for clarity and completeness, coordinate needed corrections, and drafting all final corrections and co-ordination items submitted by the Contractor using the software package AutoCAD. The Consultant shall prepare and submit one (1) set of completed documents in electronic and signed reproducible mylar form to the City.

3.12.1.2 WARRANTY. Participate in warranty reviews, including reviews during any staggered warranty periods and a warranty walk-through eleven months after warranty commencement. Assist the City in the development and resolution of a warranty issues list. Consultant's shall include this provision in subconsultant agreements for the Project.

END OF EXHIBIT "A"

EXHIBIT "B"

REQUIRED SUBMITTALS

ARTICLE 1: GENERAL

- 1.1 The Consultant shall provide the following submittals, delivered to the City unless noted otherwise. Reference the entire Agreement and other Exhibits for additional submittals and requirements.

ARTICLE 2: SCHEMATIC DESIGN AND MASTER PLANNING PHASE

- 2.1 Boundary and Topographical Survey.
2.2 Geotechnical Report.
2.3 Schematic Design Drawings and Specification Outline.
2.4 Construction Cost Estimate.

ARTICLE 3: DESIGN DEVELOPMENT PHASE

- 3.1 Drawings and Specifications.
3.2 Presentation Drawings, mounted.
3.3 Materials Board.
3.4 Flood/Hydrology Report draft, if required by governing authorities
3.5 Construction Cost Estimate.

ARTICLE 4: CONSTRUCTION DOCUMENT PHASE

- 4.1 If required by governing authorities, Flood/Hydrology Reports submitted to Regional Flood Control and City of Las Vegas Land Development Section, and written notice to the City of the submittal dates for each.
4.2 If required by governing authorities, Traffic Study submitted to City of Las Vegas Traffic/Electrical Field Operations Section, and written notice to the City of the submittal date.
4.3 Nevada Power, Sprint, and Las Vegas Valley Water District applications to their design departments, and written notice to the City of the submittal dates for each.
4.4 Construction drawings and specifications as described in the Scope of Services (Exhibit "A") at 50%, 90%, and 100% completion, utilizing the City's standard cover sheet and title block, including Construction Cost Estimates with each submittal.
4.5 Building Permit Application.
4.6 Building Department and Land Development plan review permit applications.
4.7 Construction drawings and specifications ready for issuance of all required permits and printing for bidding phase distribution, which incorporate all governmental, agency, and utility company design comments and corrections.
4.8 Table of Contents listing Sections 1 through 16, with print date indicated (if sections have different dates, individual dates must be indicated for each section).
4.9 Drawing list with sheet title and issue date for each sheet.
4.10 Specifications contributing authors' stamp and signature sheet.

ARTICLE 5: BIDDING PHASE

- 5.1 Requested and necessary addenda.

ARTICLE 6: CONSTRUCTION ADMINISTRATION PHASE

- 6.1 If requested by the Contractor (including his subcontractors acting through the Contractor), provide the Contractor with copies of the drawings including the civil topography, survey, horizontal control, and other related design work produced by the Consultant under this Agreement, in AutoCAD file format suitable for use by the Contractor for his intended use including field survey layout work for the Project. The Consultant shall make this a contractual obligation of his sub-consultants. The Consultant may require the Contractor to sign a hold harmless agreement as a condition for releasing the electronic files.
6.2 Meeting Minutes if requested by the City's Project Representative.
6.3 Drainage Compliance Report.

ARTICLE 7: POST CONSTRUCTION PHASE

7.1 Final Record Drawings in both electronic and Mylar format.

END OF EXHIBIT "B"

EXHIBIT "C"

PERFORMANCE SCHEDULE

ARTICLE 1: NOTICE TO PROCEED

- 1.1 The start date for the Consultant's scope of services shall be, without any further notice requirement, the date of this Agreement or the date that this Agreement is approved by the City Council, whichever occurs first.

ARTICLE 2: PHASE SCHEDULE

- 2.1 The maximum allowed time to complete each phase of the work is shown in the following table:

PHASE	CALENDAR DAYS TO COMPLETE	REMARKS
Schematic Design	49	Includes 2 week City review period.
Design Development	42	Includes 2 week City review period.
Construction Documents	35	City review is concurrent with drawings. See notes below for definition of the Days for this phase.
Bidding		City determined.
Construction		City determined.
Post Construction		City determined.
TOTAL	126	

- 2.2 The City review periods shown in the table may occur over several periods during each phase or may occur at the conclusion of each phase. Unused review days may be carried forward for use in successive phases of the Project.
- 2.3 The Calendar Days to Complete for the Construction Documents phase shown in the table begins upon authorization to proceed for this phase and completes upon application acceptance of the submission to the Building Department and Land Development for the building permit plan review process. The scope of services for the Construction Documents phase continues beyond the date of submission and includes the drawing and specification review activities, and completes when the documents incorporate the required revisions and comments received from all agencies required for approval of the design, and the bidding package is complete, ready for printing and distribution.

ARTICLE 3: AVOIDABLE SCHEDULE DELAYS

- 3.1 The Consultant declares that they are experienced and knowledgeable with all governmental, agency, and utility company design approval processes, procedures, applications, fees, design standards, reviews, required corrective actions, and time schedules required for the Project, and that the schedule set forth for the Scope of Services is reasonable and achievable within these design approval parameters.
- 3.2 Although it is acknowledged that neither the City nor the Consultant have full control over these design approval processes, the Consultant shall be responsible for any damages to the City resulting from their actions or lack of actions, including but not limited to their failure to make timely submittals, their failure to routinely follow-up on submittals, their failure to notify the City of anticipated delays and required design changes, and their failure to process and re-submit comments and corrections received in a timely manner.
- 3.3 Specifically, the Consultant is aware of the following local conditions for timely processing of required design approvals:
- 3.3.1 The City of Las Vegas building permit application and drawing submittal process is a dual submittal process, one package to the Department of Building and Safety, and a separate package to the Department of Public Works, Land Development Section.
- 3.3.2 The Flood Study and Traffic Study need to be approved prior to Land Development accepting the construction permit application, and that these reviews can take many weeks to obtain.

- 3.3.3** The Land Development approval process generally takes longer than the Building Department approval process, and the submittals do not need to be simultaneous.
- 3.3.4** Upon approval of the Land Development package, the civil engineer of record is required to insert prints of the approved Land Development drawings into the Department of Building and Safety drawing package submittal prior to the final review and approval of the Building Department submittal, that this action is generally on the critical path of the Project schedule.
- 3.3.5** The Nevada Power Company design submittal precedes the Sprint submittal, and needs to occur a minimum of six (6) weeks prior to the submission of the building permit application for the Project. That the failure to submit the application as soon as the City has approved the site plan and the electrical engineer of record has estimated the electrical loads, generally results in the City having to bid and award the Construction Contract without the benefit of the power drawing, thus resulting in the need to proceed with the power construction work by change order rather than competitive bid during the Project bidding schedule, resulting in additional costs.
- 3.4** **The Consultant hereby agrees to reimburse the City for any damages, delays, and additional costs** associated with any avoidable delays the Consultant could or should have prevented or mitigated, and that a lack of familiarity with the local processes shall not provide relief for this responsibility.

END OF EXHIBIT "C"

EXHIBIT "D"

FEE BREAKDOWN

PHASE	PERCENT	FEE	REMARKS
Schematic Design	15%	\$28,500.00	
Design Development	20%	\$38,000.00	
Construction Documents	40%	\$76,000.00	
Bidding	5%	\$9,500.00	
Construction	15%	\$28,500.00	[The combined Fee for Construction and Post Construction phases shall not be less than 20% of the total Fee.]
Post Construction	5%	\$9,500.00	
Contingency	10%	\$19,000.00	
	TOTAL	\$209,000.00	

END OF EXHIBIT "D"

EXHIBIT "E"

HOURLY RATE SCHEDULE

CONSULTANT HOURLY RATES

The following hourly rates are to be used as the basis for negotiation of Additional Services as required. These labor rates are valid for the duration of the Project and include salary costs, overhead, administration and profit.

CLASSIFICATION	HOURLY RATE
Principal	\$125.00
Project Architect/Manager	\$105.00
Architect/Engineer	\$95.00
Designer	\$80.00
Specification Writer	\$85.00
Drafter/CAD Operator	\$75.00
Work Processor/Clerical	\$40.00

SUBCONSULTANT'S HOURLY RATES

Subconsultant: PBS&J	
CLASSIFICATION	HOURLY RATE
Principal	\$175.00
Project Architect/Manager	\$120.00
Architect/Engineer	\$110.00
Designer	\$90.00
Specification Writer	\$85.00
Drafter/CAD Operator	\$85.00
Work Processor/Clerical	\$50.00

Subconsultant: Martin & Peltyn/TJ Krob		
CLASSIFICATION	HOURLY RATE	
Principal	\$213.00	\$175.00
Project Architect/Manager	\$161.00	\$160.00
Designer	\$128.00	\$130.00
Specification Writer	\$82.00	\$95.00
Drafter/CAD Operator	\$97.00	\$65.00
Work Processor/Clerical	\$82.00	\$95.00

ADDITIONAL SERVICES None authorized or anticipated as of the date of this Agreement. Site specific seismic testing and investigation to determine the structural requirements under the building code would be an additional service. For Additional Services of sub-consultants, the City shall compensate the Consultant a multiple of one and one tenth (1.10) times the amounts billed to the Consultant for such services.

REIMBURSABLE EXPENSES None authorized or anticipated as of the date of this Agreement. For Reimbursable Expenses of the Consultant, the City shall compensate the Consultant a multiple of **one and one tenth (1.10)** times the actual direct costs incurred by the Consultant. This multiple includes all compensation for overhead and profit related to the reimbursable expenses.

END OF EXHIBIT "E"

EXHIBIT "F"

KEY PERSONNEL LIST

CITY PERSONNEL

PROJECT MANAGER: Clair M. Lewis, ASLA, NV RLA#239

PROJECT REPRESENTATIVE: Gary Barr, Architect

CONSULTANT'S PROJECT STAFF

The following personnel will be assigned by the Consultant to work on the Project. Any changes require City approval.

PROJECT REPRESENTATIVE: Dan N. Hill

PRINCIPAL: Dan N. Hill

PROJECT ARCHITECT: Dan N. Hill

CONSULTANT'S SUBCONSULTANTS

The following subconsultants will be contracted with and utilized by the Consultant to work on the Project. Any changes require City approval.

CIVIL ENGINEER: PBS&J

STRUCTURAL ENGINEER: Martin and Peltyn

MECHANICAL ENGINEER: N/A

ELECTRICAL ENGINEER: TJ Krob

LANDSCAPE DESIGN: Hill Clark & Associates

COST ESTIMATOR: Hill Clark & Associates

INTERIOR DESIGN: N/A

SKATEPARK DESIGN: N/A

AQUATIC DESIGN: N/A

GEOTECHNICAL ENGINEER: Converse

LAND SURVEYOR: PBS&J

END OF EXHIBIT "F"

EXHIBIT "G"

CERTIFICATE DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

"City Council" means the governing body of the City of Las Vegas.

"Contracting Entity" means the individual, partnership, or corporation seeking to enter into a contract or agreement with the City of Las Vegas.

"Principal" means, for each type of business organization, the following: (a) sole proprietorship – the owner of the business; (b) corporation – the directors and officers of the corporation; but not any branch managers of offices which are a part of the corporation; (c) partnership – the general partner and limited partners; (d) limited liability company – the managing member as well as all the other members.

2. Policy

In accordance with Resolution 79-99 and 105-99 adopted by the City Council, Contracting Entities seeking to enter into certain contracts or agreements with the City of Las Vegas must disclose information regarding ownership interests and principals. Such disclosure generally is required in conjunction with a Request for Proposals (RFP). In other cases, such disclosure must be made prior to the execution of a contract or agreement.

3. Instructions

The disclosure required by the Resolutions referenced above shall be made through the completion and execution of this Certificate. The Contracting Entity shall complete Block 1, Block 2, and Block 3. The Contracting Entity shall complete either Block 4 or its alternate in Block 5. Specific information, which must be provided, is highlighted. An Officer or other official authorized to contractually bind the Contracting Entity shall sign and date the Certificate, and such signing shall be notarized.

4. Incorporation

This Certificate shall be incorporated into the resulting contract or agreement, if any, between the City and the Contracting Entity. Upon execution of such contract or agreement, the Contracting Entity is under a continuing obligation to notify the City in writing of any material changes to the information in this Certificate. This notification shall be made within fifteen (15) days of the change. Failure to notify the City of any material change may result, at the option of the City, in a default termination (in whole or in part) of the contract or agreement, and/or a withholding of payments due the Contracting Entity.

Block 1	<u>Contracting Entity</u>
Name	Hill Clark & Associates
Address	2625 Wigwam Pkwy, Ste. 100A Henderson, NV 89074
Telephone	(702) 260-9356
EIN or DUNS	71-0971770

Block 2	<u>Description</u>
<u>Subject Matter of Contract/Agreement:</u>	
RFP #:	

Block 3	<u>Type of Business</u>		
☐ Individual ☐ Partnership ☒ Limited Liability Company ☐ Corporation			

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS **(CONTINUED)**

Block 4 Disclosure of Ownership and Principals

In the space below, the Contracting Entity must disclose all principals (including partners) of the Contracting Entity, as well as persons or entities holding more than one-percent (1%) ownership interest in the Contracting Entity.

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	Dan N. Hill- CEO	2625 Wigwam Pkwy, Ste. 100A Henderson, NV 89074	(702) 260-9356
2.	Brent Clark- COO	2625 Wigwam Pkwy, Ste. 100A Henderson, NV 89074	(702) 260-9356
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

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

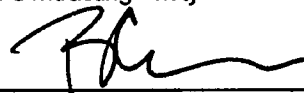
Block 5 Disclosure of Ownership and Principals - Alternate

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

Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: _____

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



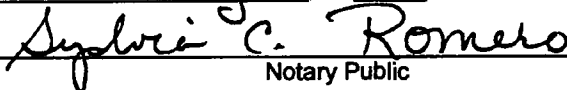
Name

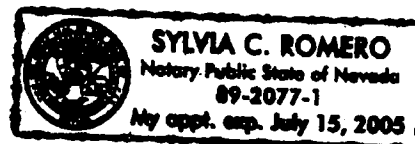
1/18/05

Date

Subscribed and sworn to before me this 18th day of

January, 2005.


Notary Public



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 16, 2005

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

Approval of an Interlocal Agreement between the City of Las Vegas, the City of Henderson, Clark County, Clark County Regional Flood Control District, Clark County Water Reclamation District and the Southern Nevada Water Authority to establish funding allocations and the budget for the Las Vegas Wash activities in fiscal year 2005/2006 (\$275,756 - Enterprise Fund) - All Wards

Fiscal Impact:

☐	No Impact	Amount:	\$275,756.00
☒	Budget Funds Available	Dept./Division:	Public Works
☐	Augmentation Required	Funding Source:	Enterprise Fund

PURPOSE/BACKGROUND:

A work plan and estimated budget for the Las Vegas Wash construction and operation has been established by the Southern Nevada Water Authority for fiscal year 2005/2006. As a Purveyor member of the Southern Nevada Water Authority, the City of Las Vegas will pay 38.5 percent of the \$716,250 total operating budget.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Interlocal Agreement

MOTION:**REESE - APPROVED Items 3-38 and 40-52 - UNANIMOUS****Item 39: STRICKEN under separate action (see individual item)****MINUTES:**

There was no related discussion.

(9:36 - 9:38)

1-1020

INTERLOCAL AGREEMENT AMONG THE CITY OF HENDERSON, CITY OF LAS VEGAS, CLARK COUNTY, CLARK COUNTY REGIONAL FLOOD CONTROL DISTRICT, CLARK COUNTY WATER RECLAMATION DISTRICT, AND THE SOUTHERN NEVADA WATER AUTHORITY TO ESTABLISH FUNDING ALLOCATIONS AND THE BUDGET FOR LAS VEGAS WASH ACTIVITIES IN FISCAL YEAR 2005/2006

This Interlocal Agreement is entered into by the City of Henderson; the City of Las Vegas; Clark County; Clark County Regional Flood Control District; Clark County Water Reclamation District; and the Southern Nevada Water Authority ("Authority") comprised of Authority "Purveyor Members" (City of Henderson, City of North Las Vegas and the Las Vegas Valley Water District), and the Authority "Wastewater Discharge Members" (City of Henderson, City of Las Vegas, and the Clark County Water Reclamation District) this * day of * , 2005.

- * Approved on May 19, 2005, by the Board of Directors for the Southern Nevada Water Authority.
- * Approved on February 3, 2005, by the City Council for the City of Las Vegas.
- * Approved on March 15, 2005, by the City Council for the City of Henderson.
- * Approved on May 3, 2005, by the Board of Trustees for the Clark County Water Reclamation District.
- * Approved on March 15, 2005, by the Board of County Commissioners for Clark County (Parks & Community Services).
- * Approved on May 19, 2005, by the Board of Directors for the Clark County Regional Flood Control District.

**INTERLOCAL AGREEMENT AMONG THE CITY OF HENDERSON, CITY OF LAS VEGAS,
CLARK COUNTY, CLARK COUNTY REGIONAL FLOOD CONTROL DISTRICT,
CLARK COUNTY WATER RECLAMATION DISTRICT, AND THE SOUTHERN NEVADA
WATER AUTHORITY TO ESTABLISH FUNDING ALLOCATIONS AND THE BUDGET FOR
LAS VEGAS WASH ACTIVITIES IN FISCAL YEAR 2005/2006**

This Interlocal Agreement is entered into by the City of Henderson; the City of Las Vegas; Clark County; the Clark County Regional Flood Control District; the Clark County Water Reclamation District; and, the Southern Nevada Water Authority ("Authority") comprised of Authority "Purveyor Members" (City of Henderson, City of North Las Vegas and the Las Vegas Valley Water District), and the Authority "Wastewater Discharge Members" (City of Henderson, City of Las Vegas and the Clark County Water Reclamation District) this 3rd day of February, 2005.

WHEREAS, Lake Mead and the Colorado River are the primary source of water for over one million residents of the metropolitan Las Vegas Valley and Laughlin, Nevada; and

WHEREAS, Lake Mead and the Colorado River are a significant source of water for millions of other residents in the Lower Colorado River Basin, including citizens of Arizona, California, and Mexico as well as members of several Native American Tribes; and

WHEREAS, the Las Vegas Wash is comprised of highly treated wastewater flows, urban runoff, shallow ground water, storm water flows, and other flows, all of which run through the single tributary from the urban Las Vegas Valley into Lake Mead; and

WHEREAS, concerns over erosion, water quality, the loss of wetlands, and other issues have made managing the Las Vegas Wash one of the highest environmental priorities for Southern Nevada; and

WHEREAS, the undersigned parties – along with other local, state, and federal entities – embarked on a water quality process in 1997 that included participation in the Lake Mead Water Quality Forum and the formation of a citizens advisory committee which studied various issues related to water quality in the Las Vegas Wash, Las Vegas Bay, and Lake Mead; and

WHEREAS, the citizens advisory committee developed a series of recommendations for protecting and improving water quality, one of which was to develop a comprehensive adaptive management plan for the Las Vegas Wash; and

WHEREAS, following the presentation of the citizen recommendations to the Lake Mead Water Quality Forum and their acceptance by the Authority Board of Directors in 1998, the undersigned parties participated in the Las Vegas Wash Coordination Committee ("LVWCC"), a committee comprised of 28 local, state, federal, environmental, and public representatives; and

WHEREAS, the LVWCC, over a 10-month period and with the support of over 100 staff from participating agencies, developed 44 recommended actions in nine study areas related to the Las Vegas Wash; and

WHEREAS, the LVWCC compiled these recommended actions into the Las Vegas Wash Comprehensive Adaptive Management Plan ("LVWCAMP"), a document that was subsequently approved by the LVWCC in December 1999 and by the Authority Board of Directors in January 2000; and

WHEREAS, in July of 2000, a Sales Tax Allocation Cooperative Agreement was entered into by the Authority and the Wastewater Discharge Agencies represented by the City of Henderson, the City of Las Vegas and the Clark County Water Reclamation District; and

WHEREAS, that Sales Tax Allocation Cooperative Agreement provided that four percent (4%) of the gross revenue from the ¼ cent sales tax provided for by NRS Chapter 377B would be allocated to capital improvements and infrastructure needs in the Las Vegas Wash, and

WHEREAS, in June of 2002, the parties to this agreement entered into a Memorandum of Understanding, along with the City of North Las Vegas, which recognized the Las Vegas Wash Comprehensive Adaptive Management Plan and established a basic understanding of the parties concerning implementation of the Plan and their respective roles in that implementation; and

WHEREAS, the Authority has been designated as the lead agency to implement the LVWCAMP and has established a staff team to coordinate this effort; and

WHEREAS, a Workplan and estimated budget for the Las Vegas Wash construction and operation has been established by the Authority for fiscal year 2005/2006; and

WHEREAS, Authority Purveyor members will pay 40% of the total operating budget (or \$716,250) to be paid from the revenues derived from the water wholesale delivery charge; and

WHEREAS, it is the desire of all parties to this agreement to allocate the monetary responsibility for contribution to said capital and infrastructure budget as well as the parties' respective monetary contributions to the estimated Las Vegas Wash operating budget.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Southern Nevada Water Authority, City of Henderson, Clark County Water Reclamation District, City of Las Vegas, Clark County, and the Clark County Regional Flood Control District agree as follows:

Section 1: Capital Improvements Budget

It is agreed that the budget for capital improvements for 2005/2006 is included in the 2005/2006 Capital Improvements Work Plan of the 2005 Las Vegas Wash Capital Improvements Plan. The 2005/2006 Capital Improvements Work Plan shows a total funding of \$21,328,914 for fiscal year 2005/2006, which includes design and construction activities for five channel bed

stabilization weirs, design activities for three additional weirs, the construction of channel bed scour protection at the C-1 Channel confluence, the installation of five stream bank protection systems, the revegetation of five construction sites, plant nursery development, endangered species monitoring, sediment transport studies, wash topographic mapping, emergency action planning, haul road construction, and construction materials transportation.

Funding for capital projects will come from monies generated from 4% of gross revenue from the ¼ cent sales tax, federal partners, and other available sources.

The Authority will require its contractors to indemnify, defend and hold harmless the Parties to this Agreement against any and all claims, causes of action, judgments, and/or fees arising out of the contractor's acts and/or omissions related to its performance of any contract for the Authority.

The Authority will also require its contractors to name each party to this Agreement as an additional insured on the contractor's insurance policy.

Section 2: Operating Budget

It is agreed by the parties hereto that the total operating budget for the Authority's Las Vegas Wash activities for fiscal year 2005/2006 is estimated to be \$2,610,624. It is anticipated that there will be federal funding available to augment the parties' contributions. Said federal funding is estimated to be approximately \$750,000. Local grants are anticipated to augment the operating budget in the amount of \$70,000. This will leave \$1,790,624 of the total operating budget to be provided locally (referred to herein as the "local share"). Additionally, it is anticipated that the Authority's purveyor members will contribute \$716,250 or 40% of the local share; however, the purveyor members' contribution is not governed by this agreement. The parties hereto agree, therefore, that \$1,074,374 or 60% of the local share of the total operating budget must be paid by the parties hereto. Contained in Attachment A is an Operating Budget Narrative outlining the anticipated administration costs as well as programs and study costs included in the 2005/2006 operating budget.

a) Allocation Ratios:

It is hereby agreed by the parties that the following allocation ratios and funding sources are established as binding for the purpose of funding the 60% of the local share or \$1,074,374 of the total operating budget for the Las Vegas Wash for fiscal year 2005/2006:

- i) Authority Dischargers will pay 40% of the local share (or \$716,250) from revenues derived from and according to the following distribution formula:

The City of Henderson, as a discharger, will be responsible for payment of 10% of the \$716,250, or \$71,625;

The Clark County Water Reclamation District will be responsible for 51.5% of the \$716,250, or \$368,869;

The City of Las Vegas will be responsible for 38.5% of the \$716,250, or \$275,756.

- ii) Clark County will pay 10% of the local share (or \$179,062).
- iii) Clark County Regional Flood Control District will pay 10% of the local share (or \$179,062).

Section 3: Payments

Payments will be made by the respective parties hereto as specified in Section 2 into a fund established specifically for the operations of the Las Vegas Wash projects for fiscal year 2005/2006.

Section 4: Effective Date

This agreement becomes effective when the duplicate originals are executed and dated by all parties, realizing that each entity, by necessity, must approve and execute the subject document at different places and on different dates.

Section 5: Severability

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 under any other part of this agreement.

Section 6: Governing Law

The laws of the State of Nevada will govern as to the interpretation, validity and effect of this agreement.

Section 7: Third Party Beneficiaries

This agreement is intended only to benefit the parties hereto and does not create any rights, benefits or causes of action for any other person, entity or member of the general public.

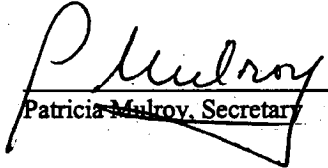
Section 8: One Time Agreement

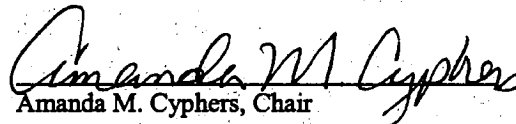
It is specifically recognized and agreed by all parties hereto, that this agreement is not to be interpreted or constructed as establishing a precedent for any further agreement, covenant or commitment on the part of any party hereto and should be considered a stand alone document without establishing any future obligations, other than as described herein, on the part of any party hereto.

INTERLOCAL AGREEMENT AMONG THE CITY OF HENDERSON, CITY OF LAS VEGAS,
CLARK COUNTY, CLARK COUNTY REGIONAL FLOOD CONTROL DISTRICT,
CLARK COUNTY WATER RECLAMATION DISTRICT, AND THE SOUTHERN NEVADA
WATER AUTHORITY TO ESTABLISH FUNDING ALLOCATIONS AND THE BUDGET FOR
LAS VEGAS WASH ACTIVITIES IN FISCAL YEAR 2005/2006

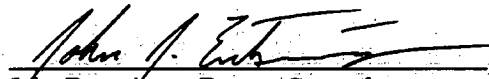
SOUTHERN NEVADA WATER AUTHORITY

Attest:


Patricia Mulroy, Secretary


Amanda M. Cyphers, Chair

Approved as to form:


John Entsminger, Deputy Counsel
Southern Nevada Water Authority

Approved on 5/19/05, by the Board of Directors for the Southern Nevada Water Authority.

Attest:

CITY OF LAS VEGAS

Name/Title

Approved on _____, by the City Council for the City of Las Vegas.

Attest:

CITY OF NORTH LAS VEGAS

Name/Title

Approved on _____, by the City Council for the City of North Las Vegas.

Attest:

CITY OF HENDERSON

Name/Title

Approved on _____, by the City Council for the City of Henderson.

INTERLOCAL AGREEMENT AMONG THE CITY OF HENDERSON, CITY OF LAS VEGAS,
CLARK COUNTY, CLARK COUNTY REGIONAL FLOOD CONTROL DISTRICT,
CLARK COUNTY WATER RECLAMATION DISTRICT, AND THE SOUTHERN NEVADA
WATER AUTHORITY TO ESTABLISH FUNDING ALLOCATIONS AND THE BUDGET FOR
LAS VEGAS WASH ACTIVITIES IN FISCAL YEAR 2005/2006

Southern Nevada Water Authority

Clark County Water Reclamation District

Approved as to form

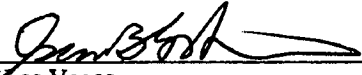
Approved as to form

City of Henderson

Clark County

Approved as to form

Approved as to form



City of Las Vegas

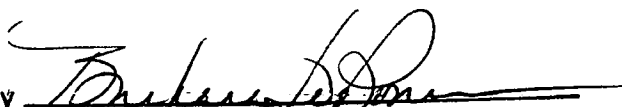
Clark County Regional Flood
Control District



Approved as to form

Approved as to form

Attest:

By 

BARBARA JO RONEMUS, City Clerk

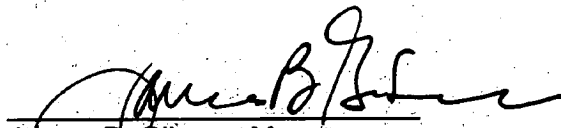
INTERLOCAL AGREEMENT AMONG THE CITY OF HENDERSON, CITY OF LAS VEGAS,
CLARK COUNTY, CLARK COUNTY REGIONAL FLOOD CONTROL DISTRICT, CLARK
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AUTHORITY TO ESTABLISH FUNDING ALLOCATIONS AND THE BUDGET FOR LAS
VEGAS WASH ACTIVITIES IN FISCAL YEAR 2005/2006

Southern Nevada Water Authority

Clark County Water Reclamation District

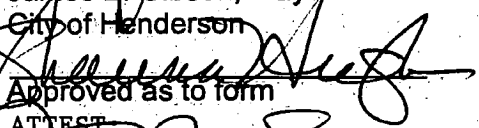
Approved as to form

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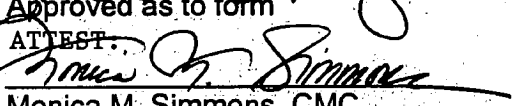
James E. Gibson, Mayor
City of Henderson

Clark County



Approved as to form

ATTEST:



Monica M. Simmons, CMC
City Clerk, City of Henderson **COUNCIL ACTION**
MAR 15 2005

Approved as to form

City of Las Vegas

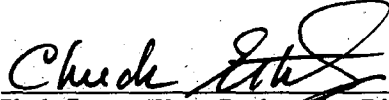
Clark County Regional Flood
Control District

Approved as to form

Approved as to form

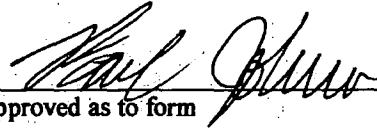
INTERLOCAL AGREEMENT AMONG THE CITY OF HENDERSON, CITY OF LAS VEGAS,
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WATER AUTHORITY TO ESTABLISH FUNDING ALLOCATIONS AND THE BUDGET FOR
LAS VEGAS WASH ACTIVITIES IN FISCAL YEAR 2005/2006

Southern Nevada Water Authority



Clark County Water Reclamation District

Approved as to form



Approved as to form

City of Henderson

Clark County

Approved as to form

Approved as to form

City of Las Vegas

Clark County Regional Flood
Control District

Approved as to form

Approved as to form

INTERLOCAL AGREEMENT AMONG THE CITY OF HENDERSON, CITY OF LAS VEGAS,
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LAS VEGAS WASH ACTIVITIES IN FISCAL YEAR 2005/2006

Southern Nevada Water Authority

Clark County Water Reclamation District

Approved as to form

Approved as to form

City of Henderson

Clark County

Approved as to form

Approved as to form

City of Las Vegas

Clark County Regional Flood
Control District

Approved as to form

Approved as to form

INTERLOCAL AGREEMENT AMONG THE CITY OF HENDERSON, CITY OF LAS VEGAS,
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CLARK COUNTY WATER RECLAMATION DISTRICT, AND THE SOUTHERN NEVADA
WATER AUTHORITY TO ESTABLISH FUNDING ALLOCATIONS AND THE BUDGET FOR
LAS VEGAS WASH ACTIVITIES IN FISCAL YEAR 2005/2006

Southern Nevada Water Authority

Clark County Water Reclamation District

Approved as to form

Approved as to form

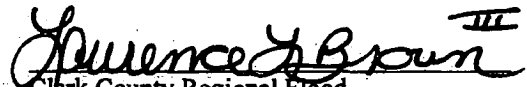
City of Henderson

Clark County

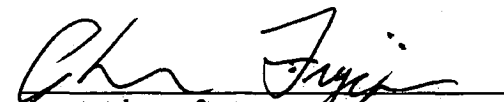
Approved as to form

Approved as to form

City of Las Vegas


Clark County Regional Flood
Control District

Approved as to form


Approved as to form

Attachment A
Operating Budget Narrative
FY 2005/2006

MATERIALS, SUPPLIES, EQUIPMENT, TRAVEL -- TOTAL \$77,000

Funding in the amount of \$77,000 is requested for general office support items including office supplies, printing, safety supplies, dues for professional organizations, refreshment supplies, subscriptions/publications and travel.

OFFICE LEASE AND RENTALS – TOTAL \$150,000

Funding in the amount of \$150,000 is requested for the lease of office space located at 1900 E. Flamingo and for two storage units located on E. Flamingo.

SALARIES AND BENEFITS – TOTAL \$783,000

Funding in the amount of \$783,000 is requested for salaries and benefits to support Las Vegas Wash Project Coordination Team staff.

RESEARCH AND STUDIES PROJECTS – TOTAL \$1,500,624 (SNWA \$680,624)

The total research and studies budget is \$1,500,624. Of this, the local share is \$680,624, with the remaining budget anticipated to come from federal and local grants. These projects include a variety of activities and studies to meet the tasks identified in the CAMP and to meet state and federal environmental compliance requirements.

PROFESSIONAL SERVICES - \$100,000

Funding in the amount of \$100,000 is requested to retain limnological, biological, and toxicological consulting services.

Budgeted Items	Amount
Materials, Supplies, Equipment, Travel	\$77,000
Office Lease	\$150,000
Salaries and Benefits	\$783,000
Research and Studies Projects	\$1,500,624
Professional Services	\$100,000
TOTAL FY05/06 BUDGET	\$2,610,624
FEDERAL CONTRIBUTION	\$750,000
OTHER CONTRIBUTION/GRANTS	\$70,000
LOCAL CONTRIBUTION	\$1,790,624

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 16, 2005

DEPARTMENT: ADMINISTRATIVE

DIRECTOR: DOUGLAS A. SELBY

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

RESOLUTIONS:

R-13-2005 - Approval of a Resolution Concerning the Use, Allocation and Distribution of Funds Generated from the Possible Enactment of a Sales and Use Tax Increase in Response to the Public Safety Advisory Question Approved in Connection with the Clark County General Election on November 2, 2004

Fiscal Impact:

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

PURPOSE/BACKGROUND:

This resolution is in response to the anticipated authorization of 2005 Nevada Legislature to increase the sales and use tax in response to Clark County Advisory Question No. 9. The City Council adopted a previous resolution concerning this matter that restricted the use of these funds solely for the purpose of hiring and equipping more police officers. This resolution provides for an interlocal agreement between Clark County, the Las Vegas Metropolitan Police Department, the Cities of Las Vegas, Boulder City, Henderson, Mesquite and North Las Vegas for the distribution of the funds for the above stated purpose.

RECOMMENDATION:

It is recommended that the City Council approve this Resolution and authorize its execution on behalf of the City.

BACKUP DOCUMENTATION:

Resolution No. R-13-2005

MOTION:

REESE - APPROVED Items 3-38 and 40-52 - UNANIMOUS

Item 39: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:36 - 9:38)

1-1020

**RESOLUTION CONCERNING THE USE, ALLOCATION AND DISTRIBUTION
OF FUNDS GENERATED FROM THE POSSIBLE ENACTMENT OF A
SALES AND USE TAX INCREASE IN RESPONSE TO THE PUBLIC SAFETY
ADVISORY QUESTION APPROVED IN CONNECTION WITH
THE CLARK COUNTY GENERAL ELECTION ON NOVEMBER 2, 2004**

WHEREAS, the public safety of the residents and tourists within Clark County and the City of Las Vegas is of utmost importance; and

WHEREAS, the continued population growth within Clark County has placed a strain on the ability of all local law enforcement agencies to provide the services necessary to protect the safety of residents and tourists; and

WHEREAS, the number of police officers in the incorporated cities and the unincorporated county is well below the desired standard for the size of the resident and tourist population served by the various police departments; and

WHEREAS, the Board of County Commissioners of Clark County, Nevada, placed an advisory question on the ballot at the November 2, 2004, General Election proposing that the sales and use tax be increased for the purpose of hiring and equipping more police officers; and

WHEREAS, a majority of the voters in the recent General Election voted in favor of increasing the sales and use tax for this purpose and, as such, a Bill Draft Request has been submitted to the 2005 Nevada Legislature seeking authorization to levy an optional sales and use tax to fund hiring and equipping more police officers throughout Clark County.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAS VEGAS as follows:

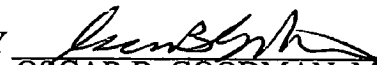
1. That any increase in revenue that is allocated to, or for the benefit of, the City as a result of any increase in the rate of sales and use tax that may be authorized by the 2005 Legislature and approved by the Board of County Commissioners of Clark County as a result of the public safety advisory question endorsed on November 2, 2004, will be used solely for the purpose of hiring and equipping more police officers to protect the citizens of the City, and will not be used to supplant or replace existing or future budgetary funding for police services.
2. That the proceeds from this tax should be allocated proportionately according to the populations of unincorporated Clark County and the incorporated cities within Clark County, as certified

1 annually by the Governor of the State of Nevada;

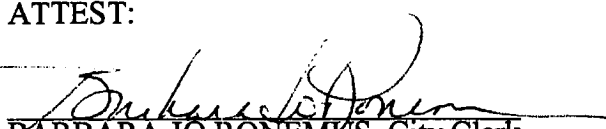
2 3. That upon authorization by the 2005 Nevada Legislature, the City will join with other
3 incorporated cities in entering into an interlocal agreement with Clark County for the distribution
4 of the proceeds of this sales and use tax to the Las Vegas Metropolitan Police Department and the
5 cities of Boulder City, Henderson, Mesquite and North Las Vegas for their police departments.

6
7 PASSED, ADOPTED, AND APPROVED this 16th day of February, 2005.

8 CITY OF LAS VEGAS

9
10 BY 
11 OSCAR B. GOODMAN, Mayor

12 ATTEST:

13 
14 BARBARA JO RONEMUS, City Clerk

15 APPROVED AS TO FORM

16 Valted 2-1-05
17 Date

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 16, 2005

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

RESOLUTIONS:

R-14-2005 - Approval of a Resolution of Intent Regarding the Annexation of Territory Generally Located North of Moccasin Road, Between the Buffalo Drive Alignment and Spin Ranch Road (ANX-3026); Acreage: 7,683 acres; Zoned: R-U (County zoning), U (City equivalent)

Fiscal Impact:

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

PURPOSE/BACKGROUND:

This Resolution begins the process for annexing or re-annexing certain real property, sets a date for public hearing, directs notice of the public hearing to be given, and directs the preparation of an annexation report. The property at issue was the subject of an earlier annexation proceeding, but may not have been eligible for annexation under the process then used, so proceedings to confirm the annexation are being pursued.

RECOMMENDATION:

It is recommended that the City Council approve this Resolution and authorize its execution on behalf of the City.

BACKUP DOCUMENTATION:

Resolution No. R-14-2005

MOTION:

REESE - APPROVED Items 3-38 and 40-52 - UNANIMOUS

Item 39: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:36 - 9:38)

1-1020

**RESOLUTION OF INTENT REGARDING THE ANNEXATION OF TERRITORY
GENERALLY LOCATED NORTH OF MOCCASIN ROAD, BETWEEN
THE BUFFALO DRIVE ALIGNMENT AND SPIN RANCH ROAD (ANX-3026)**

WHEREAS, the City Council of the City of Las Vegas, Nevada, deems it appropriate and in the best interests of the public health, safety, welfare, and convenience that certain territory be annexed to the City.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Las Vegas, Nevada, at a regular meeting thereof held on the 16th day of February, 2005, as follows:

1. Subject to the provisions of Paragraph 5 of this Resolution, it is the intention of the City Council to annex or re-annex to the City of Las Vegas the following described real property:

Township 18 South, Range 59 East, Mount Diablo Meridian
Sections 22, 23, and 24

Township 18 South, Range 60 East, Mount Diablo Meridian
Sections 19, 20, and 21;
Sections 28, 29, 30, 31, 32, and 33

2. The City Council intends to meet on April 6, 2005, in the Council Chambers, City Hall, 400 Stewart Avenue, Las Vegas, Nevada, and, at or after the hour of 1:00 p.m. on that day, will conduct a public hearing on the question of the annexation described in this Resolution.

3. The City Clerk is directed to give notice of the public hearing by:

(A) Publication thereof at least three (3) times in a newspaper published in the City of Las Vegas and of general circulation in the area of the described territory. The first publication shall be at least twenty (20) days prior to April 6, 2005, and not less than six (6) days shall intervene between the first publication and the last publication; and

(B) Mailing notice thereof by certified mail, return receipt requested, to each record owner of real property within the described territory, with the notice to be mailed at the time of the first publication thereof. The notice shall be in substantially the same form as attached hereto as Exhibit "A."

4. The Director of Public Works, and the Director of Planning and Development are directed to prepare and submit to the City Council on March 2, 2005, a report setting forth plans for the

1 extension into the described territory of all major municipal services presently furnished by the City
2 to its residents and citizens. The report shall include without limitation:

3 (A) An accurate map or plat of the territory proposed to be annexed, prepared under the
4 supervision of a competent surveyor or engineer;

5 (B) A map or maps of the City and the adjacent territory to show the following
6 information:

7 (1) The present and proposed boundaries of the City;

8 (2) The present streets and sewer interceptors and outfalls;

9 (3) The proposed extension of the present streets and sewer interceptors and
10 outfalls;

11 (4) The present and proposed general land use pattern in the territory proposed
12 be annexed.

13 (C) A statement showing that the territory proposed to be annexed is eligible for
14 annexation under NRS 268.570 to 268.608, inclusive.

15 5. The territory proposed for annexation in Paragraph 1 of this Resolution was previously the
16 subject of an annexation ordinance (Ordinance No. 5657), adopted on January 7, 2004. Because of
17 a possible misreading of State law, there is a question regarding the validity of the annexation
18 accomplished by Ordinance No. 5657. The intent and purpose of the City Council in adopting this
19 Resolution is to proceed towards reconfirmation of the annexation previously accomplished by
20 Ordinance No. 5657. It is the further intent and purpose of the City Council, and the Council hereby
21 declares, that the annexation or re-annexation of the territory described in this ordinance, if
22 completed pursuant to law, be effective:

23 (A) As of the effective date of Ordinance No. 5657, except to the extent that any portion
24 thereof is declared not to have been properly annexed by the adoption of Ordinance No. 5657 and
25 is not otherwise a part of the City; and

26 ...

27 ...

28 ...

1 (B) As of the effective date of the ordinance accomplishing this annexation, as to any
2 portion of the territory declared not properly annexed by Ordinance No. 5657.

3 PASSED, ADOPTED, AND APPROVED this 16th day of February 2005.
4

5 CITY OF LAS VEGAS
6

7 BY 
8 OSCAR B. GOODMAN, Mayor

9 ATTEST:

10 
11 BARBARA JO RONEMUS, City Clerk

12 APPROVED AS TO FORM

13  2-3-05
14 Date
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16
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EXHIBIT "A"

NOTICE OF HEARING ON QUESTION OF ANNEXATION OR RE-ANNEXATION OF TERRITORY (ANNEXATION ANX-3026)

NOTICE IS HEREBY GIVEN to the property owners within the area proposed to be annexed or re-annexed into the City of Las Vegas, Nevada, by Annexation ANX-3026 that:

1. The City Council of the City of Las Vegas, Nevada, has by Resolution duly passed, adopted and approved on the 16th day of February, 2005, declared its intention to annex or re-annex to the City certain territory generally located north of Moccasin Road, between the Buffalo Drive Alignment and Spin Ranch Road.

The territory proposed to be annexed or re-annexed is more particularly described as follows:

Township 18 South, Range 59 East, Mount Diablo Meridian
Sections 22, 23, and 24

Township 18 South, Range 60 East, Mount Diablo Meridian
Sections 19, 20, and 21;
Sections 28, 29, 30, 31, 32, and 33

2. At its meeting of Wednesday, April 6, 2005, during the afternoon session commencing at the hour of 1:00 p.m. in the Council Chambers, City Hall, 400 Stewart Avenue, Las Vegas, Nevada, the City Council will conduct a public hearing on the question of the annexation or re-annexation described in this Notice.

3. A report setting forth the City's plans for the extension into the above-described territory of all major municipal services presently furnished by the City to its residents and citizens will be available for examination by the public in the Office of the City Clerk, City Hall, 400 Stewart Avenue, Las Vegas, Nevada, no later than twenty (20) days prior to the date of the public hearing. The report shall include:

- A. An accurate map or plat of the territory proposed to be annexed or re-annexed, prepared under the supervision of a competent surveyor or engineer;
- B. A map or maps of the City and the adjacent territory to show the following information:
 - (1) The present and proposed boundaries of the City;
 - (2) The present streets and sewer interceptors and outfalls;
 - (3) The proposed extension of the present streets and sewer interceptors and

outfalls; and

- (4) The present and proposed general land use pattern into the territory proposed to be annexed or re-annexed.

- C. A statement showing that the territory proposed to be annexed or re-annexed is eligible for annexation under NRS 268.570 to 268.608, inclusive.

4. The record owner of the real property within the above-described territory and proposed to be annexed or re-annexed is: USA, Washington, D.C. 20260 ← (drop down, center, and bold)

5. Any record owner of real property within the above-described territory may:

A. Appear and be heard either in favor of or in protest of the proposed annexation or re-annexation at the public hearing;

B. File with the City Clerk a written protest of such annexation or re-annexation at any time within fifteen (15) days after the conclusion of the public hearing; or

C. Do both.

Unless a majority of the property owners in the territory proposed to be annexed or re-annexed protest the annexation or re-annexation either orally at the public hearing or in writing within fifteen (15) days after the conclusion of such public hearing, the City Council shall have authority to adopt an ordinance extending or re-extending the corporate limits of the City of Las Vegas to include all or any part of the territory described in this Notice.

By ORDER of the City Council of the City of Las Vegas, Nevada, dated this 16th day of February, 2005.

BARBARA JO RONEMUS, City Clerk

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 **17th** day of **March, 2005**, a copy of NOTICE, the attached of which is a true and correct copy of the Public Hearing – re: **Notice of Hearing on Question of Annexation or Re-Annexation of Territory (Annexation ANX-3026)**, to be held on the **6th** day of **April, 2005**, was deposited in the United States Mail, Postage prepaid, First Class Certified Mail, to each person and/or organization whose name appears on the list maintained in the Office of the City Clerk.

Paula Clark

SIGNATURE

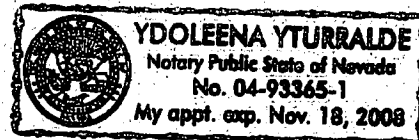
City Clerk
DEPARTMENT

Subscribed and sworn to before me this

17 day of March, 2005

[Signature]

NOTARY PUBLIC in and for said County and State



RECEIVED
CITY CLERK

2005 APR 11 A 10:48

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
3925797

2296311LV

was continuously published in said Las Vegas Review Journal and/or Las Vegas Sun in 3 edition(s) of said newspaper issued from 03/17/2005 to 04/04/2005, on the following days: MARCH 17, 24, APRIL 4, 2005

Signed: _____

Donna Stark

SUBSCRIBED AND SWORN BEFORE ME THIS THE _____

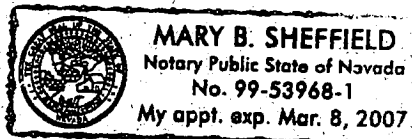
8

day of _____ 2005

April

Mary B. Sheffield

Notary Public



**NOTICE OF HEARING ON QUESTION OF ANNEXATION OR
RE-ANNEXATION OF TERRITORY (ANNEXATION ANX-3026)**

NOTICE IS HEREBY GIVEN to the property owners within the area proposed to be annexed or re-annexed into the City of Las Vegas, Nevada, by Annexation ANX-3026 that:

1. The City Council of the City of Las Vegas, Nevada, has by Resolution duly passed, adopted and approved on the 16th day of February, 2005, declared its intention to annex or re-annex to the City certain territory generally located north of Moccasin Road, between the Buffalo Drive Alignment and Spin Ranch Road.

The territory proposed to be annexed or re-annexed is more particularly described as follows:

**Township 18 South, Range 59 East, Mount Diablo Meridian
Sections 22, 23, and 24**

**Township 18 South, Range 60 East, Mount Diablo Meridian
Sections 19, 20, and 21;
Sections 28, 29, 30, 31, 32, and 33**

2. At its meeting of Wednesday, April 6, 2005, during the afternoon session commencing at the hour of 1:00 p.m. in the Council Chambers, City Hall, 400 Stewart Avenue, Las Vegas, Nevada, the City Council will conduct a public hearing on the question of the annexation or re-annexation described in this Notice.

3. A report setting forth the City's plans for the extension into the above-described territory of all major municipal services presently furnished by the City to its residents and citizens will be available for examination by the public in the Office of the City Clerk, City Hall, 400 Stewart Avenue, Las Vegas, Nevada, no later than twenty (20) days prior to the date of the public hearing. The report shall include:

A. An accurate map or plat of the territory proposed to be annexed or re-annexed, prepared under the supervision of a competent surveyor or engineer;

B. A map or maps of the City and the adjacent territory to show the following information:

- (1) The present and proposed boundaries of the City;
- (2) The present streets and sewer interceptors and outfalls;
- (3) The proposed extension of the present streets and sewer interceptors and outfalls; and
- (4) The present and proposed general land use pattern into the territory proposed to be annexed or re-annexed.

C. A statement showing that the territory proposed to be annexed or re-annexed is eligible for annexation under NRS 268.570 to 268.608, inclusive.

4. The record owner of the real property within the above-described territory and proposed to be annexed or re-annexed is: USA, Washington, D.C. 20260

5. Any record owner of real property within the above-described territory may:

- A. Appear and be heard either in favor of or in protest of the proposed annexation or re-annexation at the public hearing;
- B. File with the City Clerk a written protest of such annexation or re-annexation at any time within fifteen (15) days after the conclusion of the public hearing; or
- C. Do both.

Unless a majority of the property owners in the territory proposed to be annexed or re-annexed protest the annexation or re-annexation either orally at the public hearing or in writing within fifteen (15) days after the conclusion of such public hearing, the City Council shall have authority to adopt an ordinance extending or re-extending the corporate limits of the City of Las Vegas to include all or any part of the territory described in this Notice.

By ORDER of the City Council of the City of Las Vegas, Nevada, dated this 16th day of February, 2005.

/s/ Barbara Jo Ronemus
BARBARA JO RONEMUS, City Clerk

PUB: March 17, 24, April 4, 2005 LV Review-Journal

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 16, 2005

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

RESOLUTIONS:

R-15-2005 - Approval of Resolution of Intent to Annex Territory Generally Located North of Iron Mountain Road, West of Hualapai Way (ANX-5528); Acreage: Approximately 538 acres; Zoned: R-U (County zoning), U (PCD) and U (PF) (City equivalents).

Fiscal Impact:

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

PURPOSE/BACKGROUND:

This Resolution begins the process for annexing certain real property, sets a date for public hearing, directs notice of the public hearing to be given, and directs the preparation of an annexation report.

RECOMMENDATION:

It is recommended that the City Council approve this Resolution and authorize its execution on behalf of the City.

BACKUP DOCUMENTATION:

Resolution No. R-15-2005

MOTION:

REESE - APPROVED Items 3-38 and 40-52 - UNANIMOUS

Item 39: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:36 - 9:38)

1-1020

**RESOLUTION OF INTENT TO ANNEX TERRITORY GENERALLY LOCATED
NORTH OF IRON MOUNTAIN ROAD, WEST OF HUALAPAI WAY (ANX-5528)**

WHEREAS, the City Council of the City of Las Vegas, Nevada, deems it appropriate and in the best interests of the public health, safety, welfare, and convenience that certain territory be annexed to the City.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Las Vegas, Nevada, at a regular meeting thereof held on the 16th day of February, 2005, as follows:

1. It is the intention of the City Council to annex to the City the real property described as set forth in Exhibit "A" attached hereto.

2. The City Council intends to meet on April 6, 2005, in the Council Chambers, City Hall, 400 Stewart Avenue, Las Vegas, Nevada, and, at or after the hour of 1:00 p.m. on that day, will conduct a public hearing on the question of the annexation described in this Resolution.

3. The City Clerk is directed to give notice of the public hearing by:

(A) Publication thereof at least three (3) times in a newspaper published in the City of Las Vegas and of general circulation in the area of the described territory. The first publication shall be at least twenty (20) days prior to April 6, 2005, and not less than six (6) days shall intervene between the first publication and the last publication; and

(B) Mailing notice thereof by certified mail, return receipt requested, to each record owner of real property within the described territory, with the notice to be mailed at the time of the first publication thereof. The notice shall be in substantially the same form as attached hereto as Exhibit "B."

4. The Director of Public Works, and the Director of Planning and Development are directed to prepare and submit to the City Council on March 2, 2005, a report setting forth plans for the extension into the described territory of all major municipal services presently furnished by the City to its residents and citizens. The report shall include without limitation:

(A) An accurate map or plat of the territory proposed to be annexed, prepared under the supervision of a competent surveyor or engineer;

(B) A map or maps of the City and the adjacent territory to show the following

1 information:

- 2 (1) The present and proposed boundaries of the City;
- 3 (2) The present streets and sewer interceptors and outfalls;
- 4 (3) The proposed extension of the present streets and sewer interceptors and
- 5 outfalls;
- 6 (4) The present and proposed general land use pattern in the territory proposed
- 7 be annexed.

8 (C) A statement showing that the territory proposed to be annexed is eligible for

9 annexation under NRS 268.570 to 268.608, inclusive.

10 PASSED, ADOPTED, AND APPROVED this 16th day of February 2005.

11

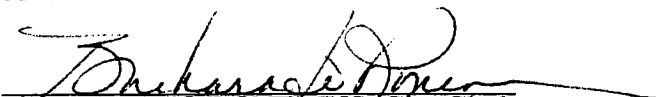
12 CITY OF LAS VEGAS

13

14 BY 

15 OSCAR B. GOODMAN, Mayor

16 ATTEST:

17 

18 BARBARA JO RONEMUS, City Clerk

19 APPROVED AS TO FORM

20 Val Steed 2-3-05

21 Date

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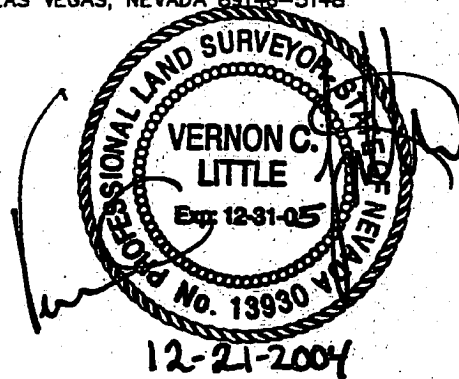
28

Exhibit "A"



CONSULTING ENGINEERS • PLANNERS • SURVEYORS

2727 SOUTH RAINBOW BOULEVARD
LAS VEGAS, NEVADA 89146-5148



W.O. 6333
SEPTEMBER 30, 2004
BY: SP
P.R. BY: VCL
PAGE 1 OF 2

EXPLANATION:

THIS LEGAL DESCRIBES A PARCEL OF LAND GENERALLY LOCATED NORTHWESTERLY OF HUALAPAI WAY AND IRON MOUNTAIN ROAD FOR CITY OF LAS VEGAS ANNEXATION PURPOSES.

LEGAL DESCRIPTION ANNEXATION LEGAL

BEING A PORTION OF SECTION 1, TOWNSHIP 19 SOUTH, RANGE 59 EAST, M.D.M., CLARK COUNTY, NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

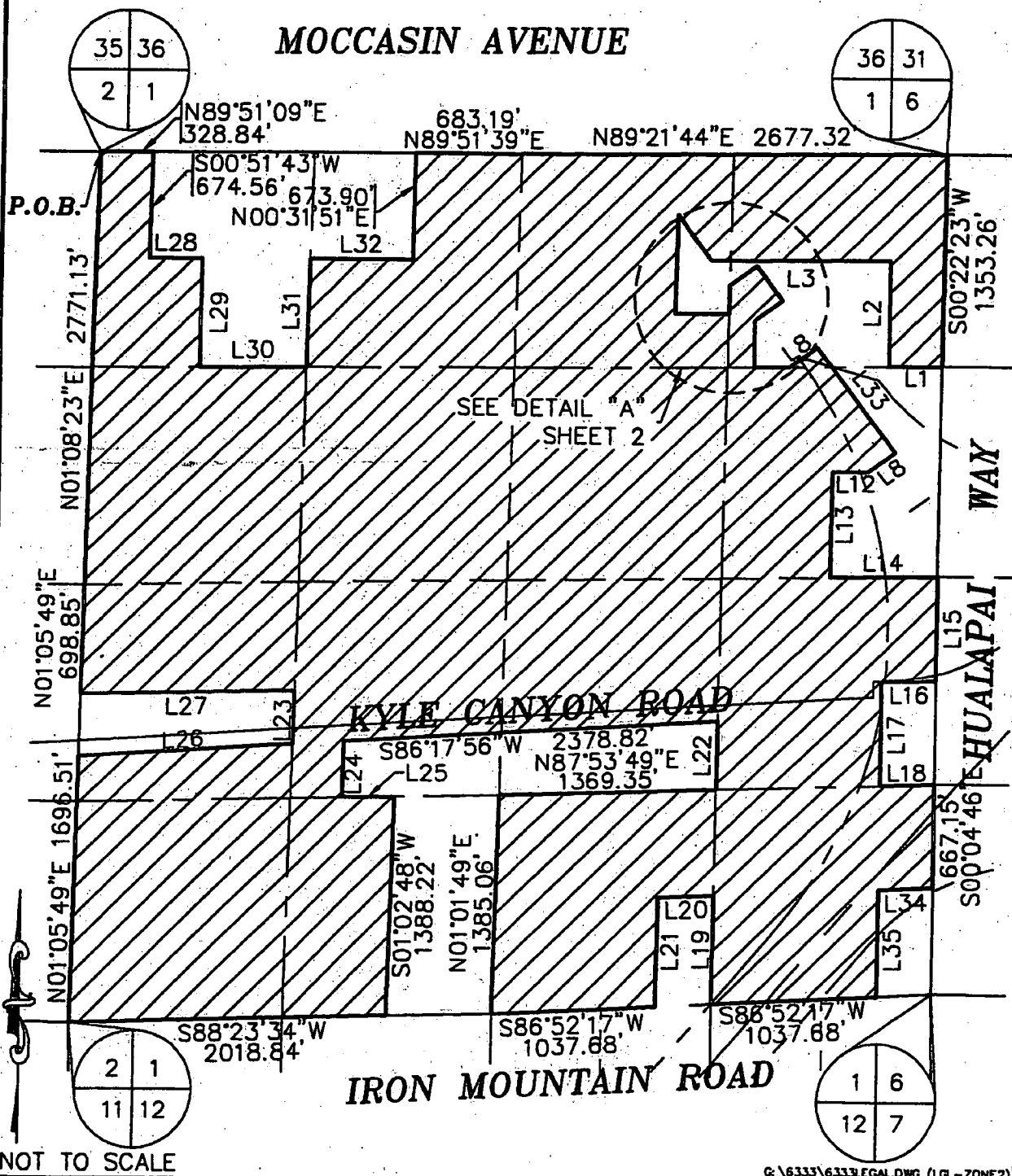
BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 1, SAME BEING THE CENTERLINE INTERSECTION OF PULI ROAD AND MOCCASIN AVENUE; THENCE NORTH $89^{\circ}51'09''$ EAST, ALONG THE NORTH LINE SAID SECTION 1, COINCIDENT WITH THE CENTERLINE OF SAID MOCCASIN AVENUE, 328.84 FEET; THENCE SOUTH $00^{\circ}51'43''$ WEST, DEPARTING SAID NORTH LINE AND SAID CENTERLINE, 674.56 FEET; THENCE NORTH $89^{\circ}50'08''$ EAST, 332.12 FEET; THENCE SOUTH $00^{\circ}35'01''$ WEST, 695.08 FEET; THENCE NORTH $89^{\circ}33'22''$ EAST, 671.06 FEET; THENCE NORTH $01^{\circ}05'39''$ EAST, 691.91 FEET; THENCE NORTH $89^{\circ}50'08''$ EAST, 664.32 FEET; THENCE NORTH $00^{\circ}31'51''$ EAST, 673.90 FEET TO SAID NORTH LINE AND SAID CENTERLINE; THENCE NORTH $89^{\circ}51'39''$ EAST, ALONG SAID NORTH LINE AND SAID CENTERLINE, 683.19 FEET; THENCE NORTH $89^{\circ}21'44''$ EAST, CONTINUING ALONG SAID NORTH LINE, 2677.32 FEET TO THE EAST LINE OF SAID SECTION 1; THENCE SOUTH $00^{\circ}22'23''$ WEST, ALONG SAID EAST LINE, 1353.26 FEET; THENCE SOUTH $89^{\circ}14'30''$ WEST, DEPARTING SAID EAST LINE, 336.60 FEET; THENCE NORTH $00^{\circ}27'16''$ EAST, 677.75 FEET; THENCE SOUTH $89^{\circ}25'44''$ WEST, 1125.63 FEET; THENCE NORTH $36^{\circ}36'18''$ WEST, 357.06 FEET; THENCE SOUTH $00^{\circ}46'58''$ WEST, 629.91 FEET; THENCE NORTH $89^{\circ}20'27''$ EAST, 336.19 FEET; THENCE NORTH $00^{\circ}41'49''$ EAST, 182.04 FEET; THENCE NORTH $53^{\circ}23'42''$ EAST, 212.00 FEET; THENCE SOUTH $36^{\circ}36'18''$ EAST, 277.27 FEET; THENCE SOUTH $53^{\circ}23'42''$ WEST, 212.00 FEET; THENCE SOUTH $00^{\circ}39'24''$ WEST, 297.76 FEET; THENCE NORTH $89^{\circ}14'30''$ EAST, 222.41 FEET; THENCE NORTH $53^{\circ}23'42''$ EAST, 212.00 FEET; THENCE SOUTH $36^{\circ}36'18''$ EAST, 836.12 FEET;

THENCE SOUTH 53°23'42" WEST, 212.00 FEET; THENCE SOUTH 89°05'01" WEST, 222.48 FEET; THENCE SOUTH 00°32'08" WEST, 678.53 FEET; THENCE NORTH 88°55'36" EAST, 677.12 FEET TO THE EAST LINE OF SAID SECTION 1; THENCE SOUTH 00°05'12" EAST, ALONG SAID EAST LINE, 667.35 FEET; THENCE SOUTH 88°24'33" WEST, DEPARTING SAID EAST LINE, 340.36 FEET; THENCE SOUTH 00°03'42" WEST, 670.46 FEET; THENCE NORTH 87°53'49" EAST, 342.19 FEET TO SAID EAST LINE; THENCE SOUTH 00°04'46" EAST, ALONG SAID EAST LINE, 667.15 FEET; THENCE SOUTH 87°22'53" WEST, DEPARTING SAID EAST LINE, 344.03 FEET; THENCE SOUTH 00°04'01" WEST, 670.31 FEET TO THE SOUTH LINE OF SAID SECTION 1, SAME BEING THE CENTERLINE OF IRON MOUNTAIN ROAD; THENCE SOUTH 86°52'17" WEST, ALONG SAID SOUTH LINE AND SAID CENTERLINE, 1037.68 FEET; THENCE NORTH 00°29'53" EAST, DEPARTING SAID SOUTH LINE AND SAID CENTERLINE, 679.81 FEET; THENCE SOUTH 87°22'53" WEST, 344.10 FEET; THENCE SOUTH 00°37'59" WEST, 682.99 FEET TO SAID SOUTH LINE AND SAID CENTERLINE; THENCE SOUTH 86°52'17" WEST, ALONG SAID SOUTH LINE AND SAID CENTERLINE, 1037.68 FEET; THENCE NORTH 01°01'49" EAST, DEPARTING SAID SOUTH LINE AND SAID CENTERLINE, 1385.06 FEET; THENCE NORTH 87°53'49" EAST, 1369.35 FEET; THENCE NORTH 00°29'53" EAST, 447.96 FEET; THENCE SOUTH 86°17'56" WEST, 2378.82 FEET; THENCE SOUTH 01°03'30" WEST, 368.29 FEET; THENCE NORTH 88°39'37" WEST, 336.21 FEET; THENCE SOUTH 01°02'48" WEST, 1388.22 FEET TO SAID SOUTH LINE AND SAID CENTERLINE; THENCE SOUTH 88°23'34" WEST, ALONG SAID SOUTH LINE AND SAID CENTERLINE, 2018.84 FEET; THENCE NORTH 01°05'49" EAST, DEPARTING SAID SOUTH LINE AND SAID CENTERLINE AND ALONG THE WEST LINE OF SAID SECTION 1, SAME BEING THE CENTERLINE OF PULI ROAD, 1696.51 FEET; THENCE NORTH 86°17'56" EAST, DEPARTING SAID WEST LINE AND SAID CENTERLINE, 1348.08 FEET; THENCE NORTH 01°03'47" EAST, 341.17 FEET; THENCE SOUTH 88°47'59" WEST, 1344.23 FEET TO THE SAID WEST LINE AND SAID CENTERLINE; THENCE NORTH 01°05'49" EAST, ALONG SAID WEST LINE AND SAID CENTERLINE, 698.85 FEET; THENCE NORTH 01°08'23" EAST, CONTINUING ALONG SAID WEST LINE AND ALONG SAID CENTERLINE, 2771.13 FEET TO THE POINT OF BEGINNING, AS SHOWN ON THE "EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION", ATTACHED HERETO AND MADE A PART HEREOF.

CONTAINING 538.42 ACRES (GROSS AREA), MORE OR LESS, AS DETERMINED BY COMPUTER METHODS.

NOTE: THIS LEGAL DESCRIPTION IS PROVIDED AS A CONVENIENCE AND IS NOT INTENDED FOR THE PURPOSE OF SUBDIVIDING LAND NOT IN CONFORMANCE WITH NEVADA REVISED STATUTES.

END OF DESCRIPTION.



Vtm nevada

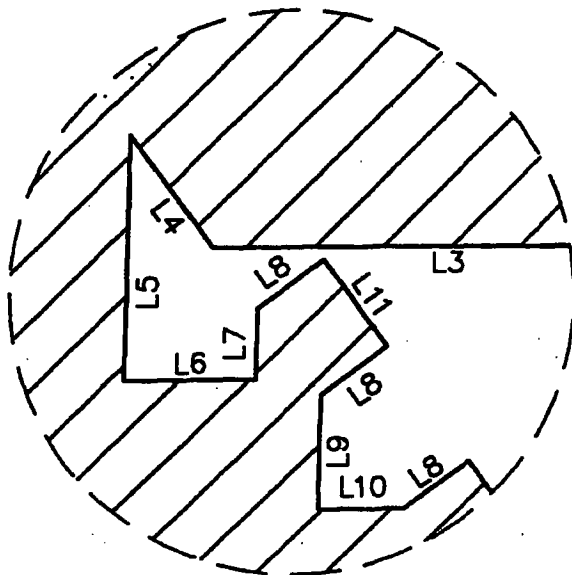
2727 S. RAINBOW BOULEVARD
LAS VEGAS, NEVADA 89146-5148

**EXHIBIT TO ACCOMPANY
LEGAL DESCRIPTION**

**ANNEXATION
LEGAL**

G:\6333\6333LEGAL.DWG (LGL-ZONE2)

SCALE	HORZ. NONE
	VERT. NA
W.O. NO.	6333
DRAWN BY:	SP
DATE:	09/30/04
SHEET	1 OF 2



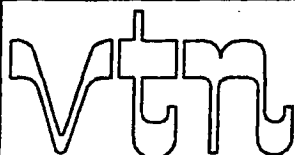
DETAIL "A"
NOT TO SCALE

NOT TO SCALE

COURSE TABLE		
NO.	BEARING	LENGTH
L1	S89°14'30"W	336.60'
L2	S00°27'16"W	677.75'
L3	N89°25'44"E	1125.63'
L4	N36°36'18"W	357.06'
L5	N00°46'58"E	629.91'
L6	N89°20'27"E	336.19'
L7	S00°41'49"W	182.04'
L8	N53°23'42"E	212.00'
L9	N00°39'24"E	297.76'
L10	N89°14'30"E	222.41'
L11	S36°36'18"E	277.27'
L12	N89°05'01"E	222.48'
L13	N00°32'08"E	678.53'
L14	N88°55'36"E	677.12'
L15	N00°05'12"W	667.35'

COURSE TABLE		
NO.	BEARING	LENGTH
L16	S88°24'33"W	340.36'
L17	N00°03'42"E	670.46'
L18	N87°53'49"E	342.19'
L19	N00°29'53"E	679.81'
L20	N87°22'53"E	344.10'
L21	S00°37'59"W	682.99'
L22	N00°29'53"E	447.96'
L23	N01°03'47"E	341.17'
L24	N01°03'30"E	368.29'
L25	S88°39'37"W	336.21'
L26	S86°17'56"W	1348.08'
L27	S88°47'59"W	1344.23'
L28	N89°50'08"E	332.12'
L29	S00°35'01"W	695.08'
L30	S89°33'22"W	671.06'
L31	N01°05'39"E	691.91'
L32	N89°50'08"E	664.32'
L33	S36°36'18"E	836.12'
L34	S87°22'53"W	344.03'
L35	N00°04'01"E	670.31'

G:\6333\6333LEGAL.DWG (LGL-ZONE2)



2727 S. RAINBOW BOULEVARD
LAS VEGAS, NEVADA 89146-5148

**EXHIBIT TO ACCOMPANY
LEGAL DESCRIPTION**

**ANNEXATION
LEGAL**

SCALE	HORZ. NONE
	VERT. NA
W.O. NO.	6333
DRAWN BY:	SP
DATE:	09/30/04
SHEET	2 OF 2

EXHIBIT "B"

NOTICE OF HEARING ON QUESTION OF ANNEXATION OF TERRITORY (ANNEXATION ANX-5528)

NOTICE IS HEREBY GIVEN to the property owners within the area proposed to be annexed into the City of Las Vegas, Nevada, by Annexation ANX-5528 that:

1. The City Council of the City of Las Vegas, Nevada, has by Resolution duly passed, adopted and approved on the 16th day of February, 2005, declared its intention to annex to the City certain territory generally located north of Iron Mountain Road, west of Hualapai Way.

The territory proposed to be annexed is more particularly described as set forth in the document attached to this Exhibit "B" as Attachment 1.

2. At its meeting of Wednesday, April 6, 2005, during the afternoon session commencing at the hour of 1:00 p.m. in the Council Chambers, City Hall, 400 Stewart Avenue, Las Vegas, Nevada, the City Council will conduct a public hearing on the question of the annexation described in this Notice.

3. A report setting forth the City's plans for the extension into the above-described territory of all major municipal services presently furnished by the City to its residents and citizens will be available for examination by the public in the Office of the City Clerk, City Hall, 400 Stewart Avenue, Las Vegas, Nevada, no later than twenty (20) days prior to the date of the public hearing. The report shall include:

- A. An accurate map or plat of the territory proposed to be annexed, prepared under the supervision of a competent surveyor or engineer;
- B. A map or maps of the City and the adjacent territory to show the following information:
 - (1) The present and proposed boundaries of the City;
 - (2) The present streets and sewer interceptors and outfalls;
 - (3) The proposed extension of the present streets and sewer interceptors and outfalls; and
 - (4) The present and proposed general land use pattern into the territory proposed to be annexed.
- C. A statement showing that the territory proposed to be annexed is eligible for annexation under NRS 268.570 to 268.608, inclusive.

4. A list of the names and addresses of all record owners of real property within the above-described territory and proposed to be annexed is attached to this Exhibit "B" as Attachment 2.

5. Any record owner of real property within the above-described territory may:

A. Appear and be heard either in favor of or in protest of the proposed annexation at the public hearing;

B. File with the City Clerk a written protest of such annexation at any time within fifteen (15) days after the conclusion of the public hearing; or

C. Do both.

Unless a majority of the property owners in the territory proposed to be annexed protest the annexation either orally at the public hearing or in writing within fifteen (15) days after the conclusion of such public hearing, the City Council shall have authority to adopt an ordinance extending the corporate limits of the City of Las Vegas to include all or any part of the territory described in this Notice.

By ORDER of the City Council of the City of Las Vegas, Nevada, dated this 16th day of February, 2005.

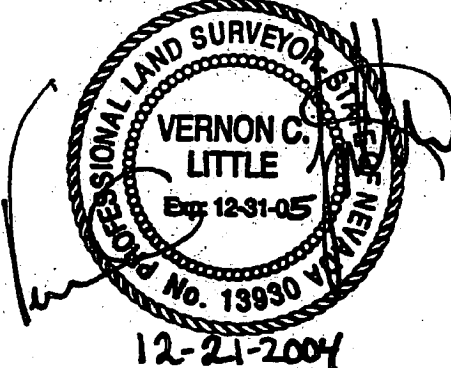
BARBARA JO RONEMUS, City Clerk

Attachment 1



CONSULTING ENGINEERS • PLANNERS • SURVEYORS

2727 SOUTH RAINBOW BOULEVARD
LAS VEGAS, NEVADA 89146-5148



W.O. 6333
SEPTEMBER 30, 2004
BY: SP
P.R. BY: VCL
PAGE 1 OF 2

EXPLANATION:

THIS LEGAL DESCRIBES A PARCEL OF LAND GENERALLY LOCATED NORTHWESTERLY OF HUALAPAI WAY AND IRON MOUNTAIN ROAD FOR CITY OF LAS VEGAS ANNEXATION PURPOSES.

LEGAL DESCRIPTION ANNEXATION LEGAL

BEING A PORTION OF SECTION 1, TOWNSHIP 19 SOUTH, RANGE 59 EAST, M.D.M., CLARK COUNTY, NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 1, SAME BEING THE CENTERLINE INTERSECTION OF PULI ROAD AND MOCCASIN AVENUE; THENCE NORTH $89^{\circ}51'09''$ EAST, ALONG THE NORTH LINE SAID SECTION 1, COINCIDENT WITH THE CENTERLINE OF SAID MOCCASIN AVENUE, 328.84 FEET; THENCE SOUTH $00^{\circ}51'43''$ WEST, DEPARTING SAID NORTH LINE AND SAID CENTERLINE, 674.56 FEET; THENCE NORTH $89^{\circ}50'08''$ EAST, 332.12 FEET; THENCE SOUTH $00^{\circ}35'01''$ WEST, 695.08 FEET; THENCE NORTH $89^{\circ}33'22''$ EAST, 671.06 FEET; THENCE NORTH $01^{\circ}05'39''$ EAST, 691.91 FEET; THENCE NORTH $89^{\circ}50'08''$ EAST, 664.32 FEET; THENCE NORTH $00^{\circ}31'51''$ EAST, 673.90 FEET TO SAID NORTH LINE AND SAID CENTERLINE; THENCE NORTH $89^{\circ}51'39''$ EAST, ALONG SAID NORTH LINE AND SAID CENTERLINE, 683.19 FEET; THENCE NORTH $89^{\circ}21'44''$ EAST, CONTINUING ALONG SAID NORTH LINE, 2677.32 FEET TO THE EAST LINE OF SAID SECTION 1; THENCE SOUTH $00^{\circ}22'23''$ WEST, ALONG SAID EAST LINE, 1353.26 FEET; THENCE SOUTH $89^{\circ}14'30''$ WEST, DEPARTING SAID EAST LINE, 336.60 FEET; THENCE NORTH $00^{\circ}27'16''$ EAST, 677.75 FEET; THENCE SOUTH $89^{\circ}25'44''$ WEST, 1125.63 FEET; THENCE NORTH $36^{\circ}36'18''$ WEST, 357.06 FEET; THENCE SOUTH $00^{\circ}46'58''$ WEST, 629.91 FEET; THENCE NORTH $89^{\circ}20'27''$ EAST, 336.19 FEET; THENCE NORTH $00^{\circ}41'49''$ EAST, 182.04 FEET; THENCE NORTH $53^{\circ}23'42''$ EAST, 212.00 FEET; THENCE SOUTH $36^{\circ}36'18''$ EAST, 277.27 FEET; THENCE SOUTH $53^{\circ}23'42''$ WEST, 212.00 FEET; THENCE SOUTH $00^{\circ}39'24''$ WEST, 297.76 FEET; THENCE NORTH $89^{\circ}14'30''$ EAST, 222.41 FEET; THENCE NORTH $53^{\circ}23'42''$ EAST, 212.00 FEET; THENCE SOUTH $36^{\circ}36'18''$ EAST, 836.12 FEET;

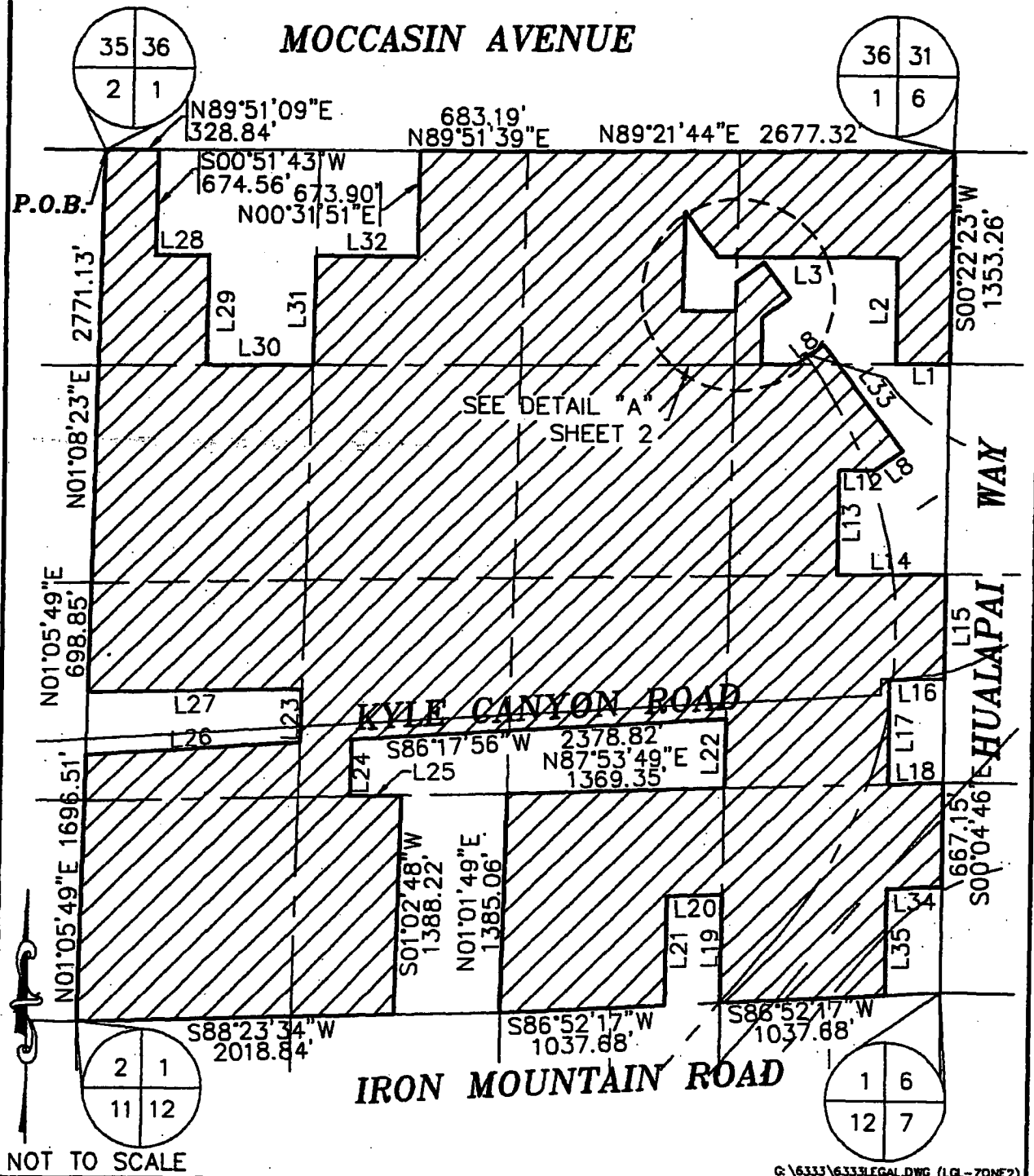
THENCE SOUTH 53°23'42" WEST, 212.00 FEET; THENCE SOUTH 89°05'01" WEST, 222.48 FEET; THENCE SOUTH 00°32'08" WEST, 678.53 FEET; THENCE NORTH 88°55'36" EAST, 677.12 FEET TO THE EAST LINE OF SAID SECTION 1; THENCE SOUTH 00°05'12" EAST, ALONG SAID EAST LINE, 667.35 FEET; THENCE SOUTH 88°24'33" WEST, DEPARTING SAID EAST LINE, 340.36 FEET; THENCE SOUTH 00°03'42" WEST, 670.46 FEET; THENCE NORTH 87°53'49" EAST, 342.19 FEET TO SAID EAST LINE; THENCE SOUTH 00°04'46" EAST, ALONG SAID EAST LINE, 667.15 FEET; THENCE SOUTH 87°22'53" WEST, DEPARTING SAID EAST LINE, 344.03 FEET; THENCE SOUTH 00°04'01" WEST, 670.31 FEET TO THE SOUTH LINE OF SAID SECTION 1, SAME BEING THE CENTERLINE OF IRON MOUNTAIN ROAD; THENCE SOUTH 86°52'17" WEST, ALONG SAID SOUTH LINE AND SAID CENTERLINE, 1037.68 FEET; THENCE NORTH 00°29'53" EAST, DEPARTING SAID SOUTH LINE AND SAID CENTERLINE, 679.81 FEET; THENCE SOUTH 87°22'53" WEST, 344.10 FEET; THENCE SOUTH 00°37'59" WEST, 682.99 FEET TO SAID SOUTH LINE AND SAID CENTERLINE; THENCE SOUTH 86°52'17" WEST, ALONG SAID SOUTH LINE AND SAID CENTERLINE, 1037.68 FEET; THENCE NORTH 01°01'49" EAST, DEPARTING SAID SOUTH LINE AND SAID CENTERLINE, 1385.06 FEET; THENCE NORTH 87°53'49" EAST, 1369.35 FEET; THENCE NORTH 00°29'53" EAST, 447.96 FEET; THENCE SOUTH 86°17'56" WEST, 2378.82 FEET; THENCE SOUTH 01°03'30" WEST, 368.29 FEET; THENCE NORTH 88°39'37" WEST, 336.21 FEET; THENCE SOUTH 01°02'48" WEST, 1388.22 FEET TO SAID SOUTH LINE AND SAID CENTERLINE; THENCE SOUTH 88°23'34" WEST, ALONG SAID SOUTH LINE AND SAID CENTERLINE, 2018.84 FEET; THENCE NORTH 01°05'49" EAST, DEPARTING SAID SOUTH LINE AND SAID CENTERLINE AND ALONG THE WEST LINE OF SAID SECTION 1, SAME BEING THE CENTERLINE OF PULI ROAD, 1696.51 FEET; THENCE NORTH 86°17'56" EAST, DEPARTING SAID WEST LINE AND SAID CENTERLINE, 1348.08 FEET; THENCE NORTH 01°03'47" EAST, 341.17 FEET; THENCE SOUTH 88°47'59" WEST, 1344.23 FEET TO THE SAID WEST LINE AND SAID CENTERLINE; THENCE NORTH 01°05'49" EAST, ALONG SAID WEST LINE AND SAID CENTERLINE, 698.85 FEET; THENCE NORTH 01°08'23" EAST, CONTINUING ALONG SAID WEST LINE AND ALONG SAID CENTERLINE, 2771.13 FEET TO THE POINT OF BEGINNING, AS SHOWN ON THE "EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION", ATTACHED HERETO AND MADE A PART HEREOF.

CONTAINING 538.42 ACRES (GROSS AREA), MORE OR LESS, AS DETERMINED BY COMPUTER METHODS.

NOTE: THIS LEGAL DESCRIPTION IS PROVIDED AS A CONVENIENCE AND IS NOT INTENDED FOR THE PURPOSE OF SUBDIVIDING LAND NOT IN CONFORMANCE WITH NEVADA REVISED STATUTES.

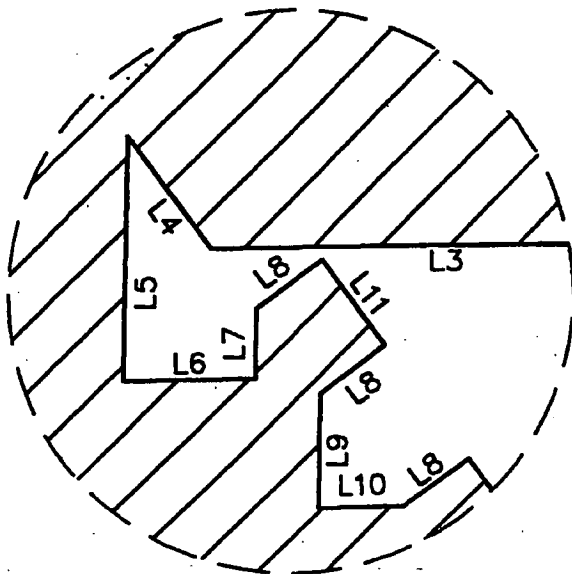
END OF DESCRIPTION.

G:/6333/LEGALS/ZONE2.DOC
REF: G:/6333/6333LEGAL.DWG (LGL-ZONE02)



2727 S. RAINBOW BOULEVARD LAS VEGAS, NEVADA 89146-5148	EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION	SCALE	HORZ. NONE
			VERT. NA
	ANNEXATION LEGAL	W.O. NO.	8333
		DRAWN BY:	SP
		DATE:	09/30/04
		SHEET 1	OF 2

G:\6333\6333LEGAL.DWG (LGL-ZONE2)



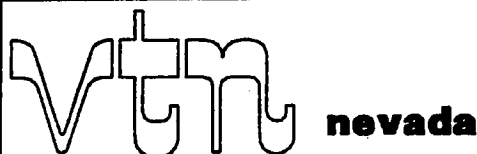
DETAIL "A"
NOT TO SCALE

NOT TO SCALE

COURSE TABLE		
NO.	BEARING	LENGTH
L1	S89°14'30"W	336.60'
L2	S00°27'16"W	677.75'
L3	N89°25'44"E	1125.63'
L4	N36°36'18"W	357.06'
L5	N00°46'58"E	629.91'
L6	N89°20'27"E	336.19'
L7	S00°41'49"W	182.04'
L8	N53°23'42"E	212.00'
L9	N00°39'24"E	297.76'
L10	N89°14'30"E	222.41'
L11	S36°36'18"E	277.27'
L12	N89°05'01"E	222.48'
L13	N00°32'08"E	678.53'
L14	N88°55'36"E	677.12'
L15	N00°05'12"W	667.35'

COURSE TABLE		
NO.	BEARING	LENGTH
L16	S88°24'33"W	340.36'
L17	N00°03'42"E	670.46'
L18	N87°53'49"E	342.19'
L19	N00°29'53"E	679.81'
L20	N87°22'53"E	344.10'
L21	S00°37'59"W	682.99'
L22	N00°29'53"E	447.96'
L23	N01°03'47"E	341.17'
L24	N01°03'30"E	368.29'
L25	S88°39'37"W	336.21'
L26	S86°17'56"W	1348.08'
L27	S88°47'59"W	1344.23'
L28	N89°50'08"E	332.12'
L29	S00°35'01"W	695.08'
L30	S89°33'22"W	671.06'
L31	N01°05'39"E	691.91'
L32	N89°50'08"E	664.32'
L33	S36°36'18"E	836.12'
L34	S87°22'53"W	344.03'
L35	N00°04'01"E	670.31'

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2727 S. RAINBOW BOULEVARD
LAS VEGAS, NEVADA 89146-5148

**EXHIBIT TO ACCOMPANY
LEGAL DESCRIPTION**

**ANNEXATION
LEGAL**

SCALE	HORZ.	NONE
	VERT.	NA
W.O. NO.		6333
DRAWN BY:		SP
DATE:		09/30/04
SHEET		2 OF 2

Attachment 2

(List of Property Owners)

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 16, 2005

DEPARTMENT: FINANCE & BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

RESOLUTIONS:

R-16-2005 - Approval of a resolution of intent to issue Economic Development Revenue Bonds not to exceed \$11,000,000 to finance and refinance the acquisition, construction and equipment of a project for Goodwill Industries of Southern Nevada, Inc., and fixing the time and place of the public hearing concerning such bonds

Fiscal Impact:

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

PURPOSE/BACKGROUND:

This 2005 Resolution of Intent to Issue Economic Development Bonds proposes the issuance of, and fixes the time and place of a public hearing for, and authorizes the publication of notices relating to the Economic Development Revenue Bonds to be issued for the purpose of financing and refinancing the acquisition, construction and equipment of a project for Goodwill Industries of Southern Nevada, Inc. The improvement project will be owned by the Corporation, and will be used as its administrative headquarters and a retail processing facility and will be located in the City of North Las Vegas. These bonds will not represent an indebtedness of the City and will be repaid pursuant to an agreement between the City and the Goodwill Industries of Southern Nevada, Inc. and from moneys drawn from an irrevocable letter of credit.

RECOMMENDATION:

Staff recommends approval.

BACKUP DOCUMENTATION:

Resolution No. R-16-2005

MOTION:

REESE - APPROVED Items 3-38 and 40-52 - UNANIMOUS

Item 39: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:36 - 9:38)

1-1020

Summary - A resolution calling a public hearing on the issuance of economic development revenue bonds for Goodwill Industries of Southern Nevada, Inc.

RESOLUTION NO. R-16-2005

A RESOLUTION INDICATING THE INTENT OF THE CITY OF LAS VEGAS, NEVADA TO ISSUE ECONOMIC DEVELOPMENT REVENUE BONDS TO FINANCE AND REFINANCE THE ACQUISITION, CONSTRUCTION AND EQUIPMENT OF A PROJECT FOR GOODWILL INDUSTRIES OF SOUTHERN NEVADA, INC.; FIXING THE TIME AND PLACE OF A PUBLIC HEARING CONCERNING SUCH BONDS; PROVIDING FOR THE PUBLICATION OF A NOTICE CONCERNING SUCH HEARING; AND PRESCRIBING OTHER DETAILS IN CONNECTION THEREWITH.

WHEREAS, the City of Las Vegas, Nevada (the "City") is authorized under the City Economic Development Revenue Bond Law, NRS 268.512 through 268.568 (the "Act") to issue bonds for the purpose of financing projects for corporations for public benefit and as further described in NRS 268.522, which projects are located within the City or within ten miles of the corporate limits of the City; and

WHEREAS, Goodwill Industries of Southern Nevada, Inc., a Nevada nonprofit corporation and a corporation for public benefit as defined in NRS 268.5165 (the "Corporation"), has requested the City to assist in the financing of (a) the acquisition of a parcel of land and a building located on such parcel of land and the acquisition and installation of personal property and facilities in such building and on such land (the "Improvement Project") and (b) the refinancing of outstanding indebtedness of the Corporation incurred in connection with the acquisition of furnishings and equipment (the "Refinancing Project" and together with the Improvement Project, the "Project") by the issuance of economic development revenue bonds under the Act in the maximum aggregate principal amount of \$11,000,000 (the "Bonds"); and

WHEREAS, the Improvement Project will be owned by the Corporation, will be used as its administrative headquarters and a retail processing facility and will be located in the City of North Las Vegas, Nevada and within the ten miles of the corporate limits of the City; and

WHEREAS, the facilities financed by the indebtedness to be refinanced with a portion of the proceeds of the Bonds (the "Refinanced Facilities") are owned by the Corporation, are used

as part of its existing administrative headquarters and retail processing facility, and at a retail store of the Corporation and are located in the City; and

WHEREAS, before the issuance of the Bonds, pursuant to the Act and Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), the City Council of the City (the "City Council") must publish notice of its intention to issue the Bonds and hold at least one public hearing not less than fourteen nor more than twenty days after the date of publication of such notice.

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

Section 1. For purposes of Sections 1.103-8(a)(5) and 1.150-2 of the Regulations promulgated under the Code, the City hereby declares its intent to issue the Bonds for the Project, including reimbursing expenditures made by the Corporation for the Improvement Project before the issuance of the Bonds with the proceeds of the Bonds.

Section 2. The Bonds will be payable solely from the revenues to be received by the trustee for the owners of the Bonds for the account of the City pursuant to a loan, lease or other agreement to be entered into between the City and the Corporation, and from moneys drawn on an irrevocable letter of credit issued by Nevada State Bank (the "Bank") (or by another financial institution issuing a replacement letter of credit). The Bonds shall never constitute the debt or indebtedness of the City within the meaning of any provision or limitation of the constitution of the State of Nevada or statutes, and shall not constitute nor give rise to a pecuniary liability of the City or a charge against its general credit or taxing powers.

Section 3. The Bonds shall not be issued unless: (i) the City has held the hearing required by NRS 268.528, made the findings required by NRS 268.530 and obtained the approval of the State Board of Finance if required by NRS 268.530; (ii) the City and the Corporation shall have agreed to mutually acceptable terms for the Bonds and the sale and delivery thereof, and mutually acceptable terms and conditions for the loan, lease or other agreement for financing the Project; (iii) the Corporation and the Bank shall have provided the City Treasurer or his designee with sufficient information such that the City Treasurer or his designee determines that it is acceptable to proceed with the financing; and (iv) the City shall have completed all proceedings required by the Act.

Section 4. A public hearing shall be held on April 6, 2005 at 9:00 a.m. or as soon thereafter as it may be heard, at the Council Chambers, Las Vegas City Hall Complex, 400 Stewart, Las Vegas, Nevada, as specified in a notice to be published not less than fourteen nor more than twenty days prior to the date of such hearing, at which time and place the City Council will hear and consider the views of all interested persons concerning the proposed issuance of the Bonds by the City to finance the Project, will consider approval of the issuance of Bonds for the purposes of Section 147 of the Code and will consider information supplied by the Corporation to enable the City Council to make the determinations required by NRS 268.530.

Section 5. The City Clerk shall give notice of such hearing by publication one time in the Las Vegas Review Journal in Las Vegas, Nevada, such publication to be not less than fourteen nor more than twenty days prior to the date of the hearing. Such notice shall be in substantially the following form:

(Form of Notice)

NOTICE OF HEARING CONCERNING PROPOSED ECONOMIC DEVELOPMENT REVENUE BONDS OF THE CITY OF LAS VEGAS, NEVADA TO FINANCE AND REFINANCE A PROJECT FOR GOODWILL INDUSTRIES OF SOUTHERN NEVADA, INC., LOCATED AND TO BE LOCATED IN [THE CITY OF NORTH LAS VEGAS, NEVADA.]

NOTICE IS HEREBY GIVEN that a public hearing will be held on April 6, 2005 at 9:00 a.m., or as soon thereafter as it may be heard, at the Council Chambers, Las Vegas City Hall Complex, 400 Stewart, Las Vegas, Nevada for the purpose of considering the proposed issuance by the City of Las Vegas, Nevada of economic development revenue bonds (the "Bonds") to be issued under the City Economic Development Revenue Bond Law, NRS 268.512 to 268.568, inclusive (the "Act"), for Goodwill Industries of Southern Nevada, Inc., a Nevada nonprofit corporation (the "Corporation"), to finance the acquisition of a parcel of land and a building located on such land and the acquisition and installation of personal property and facilities in such building and on such land (the "Improvement Project") and the refinancing of outstanding indebtedness of the Corporation incurred in connection with the acquisition of furnishings and equipment (the "Refinancing Project" and together with the Improvement Project, the "Project"). The Improvement Project will be owned by the Corporation and used as its administrative headquarters and a retail processing facility and will be located at 1280 W. Cheyenne Avenue, North Las Vegas, Nevada. The facilities financed by the indebtedness to be refinanced with a portion of the proceeds of the Bonds are owned by the Corporation, are used as part of its existing administrative headquarters and retail processing facility which is currently located at 3585 Patrick Lane, Las Vegas, Nevada and as part of a retail store of the Corporation located at 7091 W. Craig Road, Las Vegas, Nevada. At such public hearing the City Council of the City (the "City Council") will consider information supplied by the Corporation and Nevada State Bank (the "Bank") to enable the City Council to make certain determinations required by the Act. Copies of the proposed resolution to be considered by the City Council after such hearing will be on file during the ten days prior to the public hearing, in the office of the City Clerk of the City of Las Vegas, Nevada, and will be available for inspection during normal and regular business hours.

The Corporation has requested the City to issue the Bonds under the Act in the maximum aggregate principal amount of \$11,000,000 for the purposes outlined above. The Bonds shall be

special, limited obligations of the City, payable from revenues derived by the City from a financing agreement between the City and the Corporation and from moneys drawn on an irrevocable letter of credit issued by the Bank (or by another financial institution issuing a replacement letter of credit). The Bonds shall never constitute the debt or indebtedness of the City within the meaning of any provision or limitation of the constitution of the State of Nevada or statutes, and shall not constitute nor give rise to a pecuniary liability of the City or a charge against its general credit or taxing powers.

All interested persons are invited to attend the public hearing, which will be the only public hearing held by the City prior to the consideration by the City Council of a resolution authorizing the issuance of the Bonds. Persons wishing to submit written comments in lieu of or in addition to speaking at the public hearing should submit such comments to the City Council not later than the time of the public hearing.

Publication Date: March __, 2005.

By order of the City Council of the City of Las Vegas, Nevada this February 16, 2005.

/s/ Barbara Jo Ronemus
City Clerk

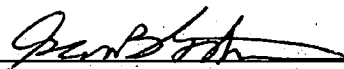
(End of Form of Notice)

Section 6. Nothing herein shall be construed as in any way committing or obligating the City to issue the Bonds or to take any other steps to facilitate the Project. Nothing herein constitutes a City endorsement of the Project or a finding of the City that the Project is feasible or is in compliance with any laws or regulations, including land use, building regulations or other regulations, of the City or any other governmental entity.

Section 7. All bylaws, orders and resolutions, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed as reviving any bylaw, order or resolution or part thereof.

Section 8. This resolution shall take effect immediately upon its passage and adoption.

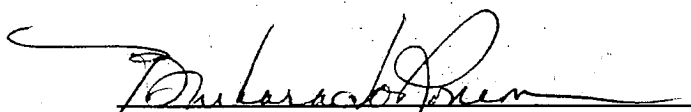
PASSED, ADOPTED AND APPROVED this February 16, 2005.



Mayor

(SEAL)

Attest:



City Clerk

STATE OF NEVADA)
)
COUNTY OF CLARK) SS.
)
CITY OF LAS VEGAS)

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

1. The foregoing pages constitute a true, correct, complete and compared copy of the resolution (the "Resolution") passed and adopted by the City Council of the City (the "City Council") at a regular meeting of the City Council held on February 16, 2005.

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 City Council as follows:

Those Voting Aye:

Mayor:	Oscar B. Goodman
Councilmembers:	Gary Reese
	Larry Brown
	Lawrence Weekly
	Michael Mack
	Steve Wolfson
	Lois Tarkanian

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 such 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 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

and

(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 resolution 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 the notice so given of the meeting of the City Council held on February 16, 2005 is attached to this certificate as Exhibit A.

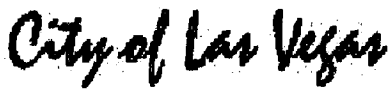
IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the City this February 16, 2005.


City Clerk

(SEAL)

Exhibit A

(Attach Copy of Notice 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), STEVE WOLFSON (Ward 2), LOIS TARKANIAN (Ward 1)

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

FEBRUARY 16, 2005

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 - CHARLOTTE LEAS, CHAPLAIN, BUNKERS MORTUARY
- PLEDGE OF ALLEGIANCE
- RECOGNITION OF CHINESE NEW YEAR
- RECOGNITION OF THE EMPLOYEE OF THE MONTH
- RECOGNITION OF THE KOREAN DELEGATION FROM HAN KUK UNIVERSITY
- RECOGNITION OF THE PALO VERDE HIGH SCHOOL STATE FOOTBALL CHAMPIONS
- RECOGNITION OF THE LAS VEGAS ACADEMY THEATRE PROGRAM

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 December 1, 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 to direct staff to request withdrawal of bill draft request (BDR) 604 - Collective Bargaining, by the Legislative Counsel Bureau - All Wards

ADMINISTRATIVE SERVICES - CONSENT

4. Approval of the ratification of Tuesday James in a Council support position as the Senior Executive Assistant to the Ward 1 office - Ward 1 (Tarkanian)

FINANCE & BUSINESS SERVICES - CONSENT

5. Approval of Service and Material Checks/Payroll Checks/Wire Transfers/Other Checks and Investments
6. Approval of a report by the Finance Director of the January 25, 2005 sale of properties subject to the lien of a delinquent assessment in Special Improvement Districts 404, 707, and 808 - Wards 2 and 4 (Wolfson and Brown)
7. Approval of a Special Event License for Three Angry Wives Pub, Location: Parking Lot at Three Angry Wives Pub, 8820 West Charleston Boulevard, Suite 105, Date: March 17, 2005, Type: Special Event General, Event: St. Patrick's Day Party, Responsible Person in Charge: Erin O'Hayer - Ward 2 (Wolfson)
8. Approval of a new Martial Arts Instruction Business License subject to the provisions of the planning and fire codes; Bu K. Park, dba Unified Tae Kwon Do, 6454 Sky Pointe Drive, Bu K. Park, 100% - Ward 6 (Mack)
9. Approval of award of Agreement No. 040246 for Phase I Offendertrak Corrections Management System software, installation and technical support - Department of Detention and Enforcement - Award recommended to: MOTOROLA, INC. (\$439,700 - Multipurpose Special Revenue Fund and General Fund)
10. Approval of award of Bid No. 04.15341.43-LED, Downtown Post Office Soft Demolition and the construction conflicts and contingency reserve set by Finance and Business Services - Department of Public Works - Award recommended to: ROCHE CONSTRUCTORS, INC. (\$265,300 - Parks and Leisure Activities Capital Projects Fund) - Ward 5 (Weekly)
11. Approval of award of Agreement No. 050537 for Artwork Fabrication and Installation Services - Department of Leisure Services - Award recommended to: SAXE - PATTERSON, INC. (\$95,000 - General Fund and Public Arts Special Revenue Fund) - Ward 3 (Reese)
12. Approval of award of Contract No. 050183, Firefighter Physicals - Department of Fire and Rescue - Award recommended to: LIFESIGNS MANAGEMENT, INC. (\$76,000 - General Fund)
13. Approval of the rejection of bid and award of Bid No. 050119-GL, Annual Requirements Contract for Signs - Department of Field Operations, Parks and Open Spaces - Award recommended to: ROCAL, INC. (Estimated annual amount of \$58,500 - General Fund)
14. Approval of award of Contract No. 050052, Citizen's Recreation Assessment Survey Services - Department of Leisure Services - Award recommended to: MOORE, IACOFANO, GOLTSMAN, INC. (\$27,975 - General Fund)

FINANCE & BUSINESS SERVICES - CONSENT

15. Preapproval of purchase order for printing services for 2005 Municipal Primary and General Election - Office of the City Clerk - Award recommended to: NEVADA COLOR LITHO (amount not to exceed \$138,000 - General Fund)

LEISURE SERVICES - CONSENT

16. Approval of City of Las Vegas Arts Commission Municipal Arts Plan (MAP) for FY 2005-2006 - All Wards

NEIGHBORHOOD SERVICES - CONSENT

17. Approval of an Agreement for Quality Enhancement Programs and Services between the Economic Opportunity Board Community Action Partnership - Childcare Assistance Division (EOB-CCAD) and the City of Las Vegas in the amount of \$140,000 for the Child Care Improvement Grant (CCIG) - All Wards
18. Approval of the First Amendment to the Educational and Vocational Opportunities Leading to Valuable Experiences (EVOLVE) Program Agreement to reduce the scope of work and budget for two Department of Labor (DOL) earmark EVOLVE program partners - All Wards
19. Approval of the list of resident junior high and high school students to be nominated by the city of Las Vegas for the Nevada League of Cities and Municipalities Youth Award Program - All Wards

PUBLIC WORKS - CONSENT

20. Approval of First Supplemental Interlocal Contract LAS22A03 - Decatur/Elkhorn/Rainbow for Flood Control Improvements between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCD) to increase predesign funding (\$51,000 - Clark County Regional Flood Control District) - Ward 6 (Mack)
21. Approval of Third Supplemental Interlocal Contract LAS10K99 - CAM 10 Detention Basin (Ann Road Detention Basin Facilities) between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCD) to increase design funding (\$94,000 - Clark County Regional Flood Control District) - County (near Ward 6 - Mack)
22. Approval of Interlocal Contract LAS10X05 - Ann Road Detention Basin Facilities (CAM 10 Detention Basin) between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCD) to provide funding for construction and construction management (\$8,935,515 - Clark County Regional Flood Control District) - County (near Ward 6 - Mack)
23. Approval of Interlocal Contract 486 - 2004-2005 Traffic Capacity and Safety Improvement Projects between Clark County, the Cities of Las Vegas, North Las Vegas and Henderson and the Regional Transportation Commission of Southern Nevada (RTC) to provide funding for design and construction of traffic improvements (\$2,250,000 - Regional Transportation Commission of Southern Nevada) - All Wards
24. Approval of an Interlocal Agreement between the City of Las Vegas and the Nevada Department of Transportation (NDOT) for the I-515 Sound Wall Project - Las Vegas Boulevard to Charleston Boulevard (Engineering Agreement 73205) (\$20,000,000 - Regional Transportation Commission of Southern Nevada [RTC]) - Wards 1, 3 and 5 (Tarkanian, Reese and Weekly)
25. Approval of an Engineering Design Services Agreement between the City of Las Vegas and Parsons for engineering design services for the City Parkway and D Street Connector Study (\$88,000 - Regional Transportation Commission of Southern Nevada [RTC]) - Ward 5 (Weekly)

PUBLIC WORKS - CONSENT

26. Approval of an Interlocal Agreement between the City of Las Vegas and the State of Nevada acting through its Department of Transportation (NDOT) for the construction of storm drain facilities within the US95 widening project from I-15 to Rainbow Boulevard (\$5,875,282 - Clark County Regional Flood Control District [CCRFCD]) - Wards 1 and 5 (Tarkanian and Weekly)
27. Approval of a Sewer Connection and Interlocal Contract with Clark County Water Reclamation District - RK Development on behalf of David J. Panzer and Lois Panzer, owners (northwest corner of Durango Drive and Fisher Avenue, APN 125-32-603-007) - County (near Ward 6 - Mack)
28. Approval of an Encroachment Request from Flamingo SEC Partners, LLC, owner (northwest corner of Decatur Boulevard and Charleston Boulevard) - Ward 1 (Tarkanian)
29. Approval of an Encroachment Request from Integrity Engineering on behalf of Durango & Elkhorn, LLC, owner (southwest corner of Durango Drive and Elkhorn Road) - Ward 6 (Mack)
30. Approval of an Encroachment Request from Wright Engineers on behalf of MB Holdings, LLC, owner (Horse Drive between Bradley Road and Unicorn Street) - Ward 6 (Mack)
31. Approval of a Sewer Connection and Interlocal Contract with Clark County Water Reclamation District - Taney Engineering on behalf of Butler Estates, LLC - owner (Butler Street and Alexander Road, APN 138-04-404-026 and 138-04-404-027) - County (near Ward 4 - Brown)
32. Approval of an Encroachment Request from D. R. Horton, Incorporated, owner (Horse Drive between Fort Apache Road and US95) - Ward 6 (Mack)
33. Approval of an Encroachment Request from Integrity Engineering on behalf of Arlt Family Trust, owner (southwest corner of Martin L. King Boulevard and Wheeler Peak Drive) - Ward 5 (Weekly)
34. Approval of an Encroachment Request from Integrity Engineering on behalf of PRMD, LLC, owner (Las Vegas Boulevard between Gass Avenue and Hoover Avenue) - Ward 5 (Weekly)
35. Approval of an Encroachment Request from Ebenezer Church of God in Christ, owner (northeast corner of Bartlett Avenue and Concord Street) - Ward 5 (Weekly)
36. Approval of a Sewer Connection and Interlocal Contract with Clark County Water Reclamation District - Walker Engineering on behalf of Kevin and Stange, LLC, owner (northeast corner of Kevin Way and Stange Avenue, APN 138-05-203-002) - County (near Ward 4 - Brown)
37. Approval of a Sewer Connection and Interlocal Contract with Clark County Water Reclamation District - Aztec Engineering on behalf of PHD Assets, LLC, owner (northwest corner of Maverick Street and Rome Avenue, APN 125-32-601-010) - County (near Ward 6 - Mack)
38. Approval of a Sewer Connection and Interlocal Contract with Clark County Water Reclamation District - Aztec Engineering on behalf of Howard Agster, Senior, and Arlene Agster, owners (northeast corner of Rome Avenue and Mustang Street, APN 125-23-702-005) - County (near Ward 6 - Mack)
39. Approval of a Rule 9 Line Extension Agreement with Nevada Power Company (NPC) for the installation of NPC facilities to provide power for streetlight and traffic signal services for the Durango Drive Phase 4, Special Improvement District 1503 project (Durango Drive - Tropical Parkway to I-215) (\$9,891 - Regional Transportation Commission [RTC]) - Ward 6 (Mack)
40. Approval of a Professional Services Agreement with Hill Clark and Associates Landscape Architects for the design services of Ed Fountain Park Phase II located at Vegas Drive and Decatur Boulevard (\$209,000 - Capital Improvements Project Fund [CIP]) - Ward 5 (Weekly)

PUBLIC WORKS - CONSENT

41. Approval of an Interlocal Agreement between the City of Las Vegas, the City of Henderson, Clark County, Clark County Regional Flood Control District, Clark County Water Reclamation District and the Southern Nevada Water Authority to establish funding allocations and the budget for the Las Vegas Wash activities in fiscal year 2005/2006 (\$275,756 - Enterprise Fund) - All Wards

RESOLUTIONS - CONSENT

42. R-13-2005 - Approval of a Resolution Concerning the Use, Allocation and Distribution of Funds Generated from the Possible Enactment of a Sales and Use Tax Increase in Response to the Public Safety Advisory Question Approved in Connection with the Clark County General Election on November 2, 2004
43. R-14-2005 - Approval of a Resolution of Intent Regarding the Annexation of Territory Generally Located North of Moccasin Road, Between the Buffalo Drive Alignment and Spin Ranch Road (ANX-3026); Acreage: 7,683 acres; Zoned: R-U (County zoning), U (City equivalent)
44. R-15-2005 - Approval of Resolution of Intent to Annex Territory Generally Located North of Iron Mountain Road, West of Hualapai Way (ANX-5528); Acreage: Approximately 538 acres; Zoned: R-U (County zoning), U (PCD) and U (PF) (City equivalents).
45. R-16-2005 - Approval of a resolution of intent to issue Economic Development Revenue Bonds not to exceed \$11,000,000 to finance and refinance the acquisition, construction and equipment of a project for Goodwill Industries of Southern Nevada, Inc., and fixing the time and place of the public hearing concerning such bonds
46. R-17-2005 - Approval of a Resolution Amending Schedule 25-II, 35 MPH Speed Limits, to change the speed limit on Grand Teton Drive between Jones Boulevard and Decatur Boulevard from 25 MPH to 35 MPH - Ward 6 (Mack)
47. R-18-2005 - Approval of a Resolution Amending Schedules 25-II, 35 MPH Speed Limits, and 25-IV, 45 MPH Speed Limits, to change the speed limit on Rainbow Boulevard between Rancho Drive and Ann Road from 35 MPH to 45 MPH - Ward 6 (Mack)
48. R-19-2005 - Approval of a Resolution Amending Schedules 25-II, 35 MPH Speed Limits, and 25-IV, 45 MPH Speed Limits, to change the speed limit on Durango Drive between Cheyenne Avenue and US 95 from 35 MPH to 45 MPH - Ward 6 (Mack)

REAL ESTATE COMMITTEE - CONSENT

49. Approval of an Agreement for the Purchase and Sale of Real Property whereby Operation Life Community Development Corporation sells approximately 0.15 acres of land for future housing development located in the vicinity of Van Buren Avenue and F Street known as APN 139-27-110-037 to Ruthe Realty and/or Assignees on behalf of the City of Las Vegas (City) (\$19,000 plus closing costs - General Fund) - Ward 5 (Weekly)
50. Approval of an Agreement for the Purchase and Sale of Real Property whereby Milan and Cindy Selakovic sell approximately 0.52 total acres of land for future housing development located in the vicinity of Jackson Avenue and H Street known as APNs 139-27-110-066 and 069 to Ruthe Realty and/or Assignees on behalf of the City of Las Vegas (City) (\$85,000 plus closing costs - General Fund) - Ward 5 (Weekly)
51. Approval of an Agreement for the Purchase and Sale of Real Property whereby George Fowler and/or nominee sells approximately 0.15 acres of land located at 501 E. McWilliams to Priority One Commercial and/or nominee on behalf of the City of Las Vegas (City) (\$350,000 plus closing costs - Southern Nevada Public Land Management Act [SNPLMA]) - Ward 5 (Weekly)

REAL ESTATE COMMITTEE - CONSENT

52. Approval of an Agreement for the Purchase and Sale of Real Property whereby the City of Las Vegas (City) sells approximately 0.63 acres of land located in the vicinity of Stewart Avenue and 7th Street known as APNs 139-34-512-031 through 033 to Las Vegas Police Protective Association Metro, Inc., (PPA) (\$1,200,000 revenue less closing costs - General Fund) - Ward 5 (Weekly)

DISCUSSION / ACTION ITEMS

ADMINISTRATIVE - DISCUSSION

53. Report and possible action concerning the status of 2005 legislative issues
54. ABEYANCE ITEM - Report and possible action on the 2005 Federal Action Plan

BUSINESS DEVELOPMENT - DISCUSSION

55. Report and possible action regarding a strategy to expedite the development of the Downtown Entertainment Overlay District, bounded by Las Vegas Boulevard, Ogden Avenue, Eighth Street and Carson Avenue - Ward 5 (Weekly)

CITY ATTORNEY - DISCUSSION

56. Discussion and possible action on Appeal of Work Card Denial: William Sproul, 5400 W. Cheyenne Dr. #1106, Las Vegas, Nevada 89108
57. Discussion and possible action on Appeal of Work Card Denial: Charles Cuong Wynkoop, 4428 Copley Circle, Las Vegas, Nevada 89120
58. Discussion and possible action on Appeal of Work Card Denial: Neise Aparecida Haut, 7001 W. Charleston Blvd., #2035, Las Vegas, Nevada 89117
59. Discussion and possible action on Appeal of Work Card Denial: John C. Teske, 1900 High Valley Ct. #104, Las Vegas, Nevada 89128
60. ABEYANCE ITEM - Discussion and possible action on Appeal of Work Card Denial: Tiffany Avice Johnson-Rorie, P.O. Box 669, Las Vegas, Nevada 89125
61. ABEYANCE ITEM - Discussion and possible action on Appeal of Work Card Denial: Laurnel C. Crocker, 2817 W. Sahara, Apt. #2, Las Vegas, Nevada 89102
62. Discussion and possible action on Appeal of Work Card Denial: Approved August 18, 2004 subject to six month review: John Terence Sylvain, 133 Sam Jonas Drive, Las Vegas, Nevada 89145
63. Discussion and possible action to rescind the City Council's vote regarding a Six-Month Review of a Tavern License, D. Westwood, Inc., dba Treasurers, 2801 Westwood Drive, Ali Davari, Director, President, Treasurer, 50 percent, Hassan Davari, Director, Secretary, 50 percent - Ward 1 (Tarkanian)
64. Discussion and possible action reconsidering the application of D. Westwood, Inc. to transfer a tavern liquor license at 2801 Westwood Drive, Las Vegas, Nevada - Ward 1 (Tarkanian)

FINANCE & BUSINESS SERVICES - DISCUSSION

65. Discussion and possible action on the Fiscal Year (FY) 2005-06 Las Vegas Metropolitan Police Department Funding Apportionment Plan
66. Discussion and possible action regarding Temporary Approval of a new Beer/Wine/Cooler On-sale License subject to the provisions of the planning and fire codes, Samuel M. Martinez, dba Camino Real Mexican Grill, 5000 West Charleston Boulevard, Suite D, Samuel M. Martinez, 100%, Armida R. Martinez, Principal (NOTE: Item to be heard in the afternoon session in conjunction with Item 110 - SUP-5664) Ward 1 (Tarkanian)

NEIGHBORHOOD SERVICES - DISCUSSION

67. Report regarding Federal and State funded programs administered by the Neighborhood Services Department on behalf of the city of Las Vegas - All Wards
68. Discussion and possible action on the Youth Neighborhood Association Partnership Program (YNAPP) Grant Review Board recommendations to allocate \$31,000 in General Funds for 31 youth initiated projects - All Wards

RESOLUTIONS - DISCUSSION

69. R-20-2005 - Discussion and possible action on a resolution to establish a City of Las Vegas Council Code of Conduct

BOARDS & COMMISSIONS - DISCUSSION

70. Discussion and possible action on appointments of Council members to the Criminal Justice Advisory Council, Nevada League of Cities, Real Estate Committee, Southern Nevada Regional Planning Coalition and the Yucca Mountain Nuclear Repository Committee

REAL ESTATE COMMITTEE - DISCUSSION

71. Discussion and possible action regarding an Exclusive Negotiation Agreement (ENA) with 601 Fremont, LLC, regarding negotiation of a Disposition and Development Agreement for the real property located at 601 Fremont Street, APN 139-34-611-018 (receipt of \$180,000 earnest money deposit) - Ward 5 (Weekly)
72. Discussion and possible action regarding an Exclusive Negotiating Agreement between the City of Las Vegas, the Las Vegas Redevelopment Agency and Alpha Omega Strategies, Inc., for certain properties located at and around 1501 North Decatur, APNs 138-25-503-006, 138-25-515-000 and 138-25-516-000 - Ward 1 (Tarkanian) [NOTE: This is a companion item to Redevelopment Agency Item 3]

RECOMMENDING COMMITTEE REPORT - DISCUSSION

BILLS ELIGIBLE FOR ADOPTION AT THIS MEETING

73. Bill No. 2005-1 - ABEYANCE ITEM - Annexation No. ANX-5329 - Property location: On the southeast corner of Jones Boulevard and Madre Mesa Drive; Petitioned by: S. F. Investments, LLC; Acreage: 2.42 acres; Zoned: R-E (County zoning), U (R) (City equivalent). Sponsored by: Councilman Lawrence Weekly
74. Bill No. 2005-6 - Annexation No. ANX-5100 - Property location: On the east side of U. S. 95, south of Lone Mountain Road; Petitioned by: R. Paramahansa Trust, et al.; Acreage: 12.66 acres; Zoned: R-E (County zoning), U (O) and R-E (City equivalents). Sponsored by: Councilman Michael Mack

RECOMMENDING COMMITTEE REPORT - DISCUSSION

BILLS ELIGIBLE FOR ADOPTION AT THIS MEETING

75. Bill No. 2005-7 - Annexation No. ANX-5514 - Property location: On the northeast corner of Alexander Road and Grand Canyon Drive; Petitioned by: Maple Development, LLC, et al.; Acreage: 4.96 acres; Zoned: R-E (County zoning), U (RNP) and U (R) (City equivalents). Sponsored by: Councilman Larry Brown
76. Bill No. 2005-8 - Annexation No. ANX-5586 - Property location: On the northeast corner of Ann Road and Balsam Street; Petitioned by: Regal Village, LLC; Acreage: 6.85 acres; Zoned: R-E (ROI to C-1) (County zoning), U (R) (ROI to C-1) (City equivalent). Sponsored by: Councilman Michael Mack

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.

77. Bill No. 2005-9 - Eliminates the inclusion of street rights-of-way and open space in the acreage used to determine allowable units per acre in residential subdivisions. Proposed by: Margo Wheeler, Director of Planning and Development
78. Bill No. 2005-10 - Eliminates redevelopment area status as a determinant of development standards relating to residential adjacency and certain setback requirements. Sponsored by: Councilman Lawrence Weekly
79. Bill No. 2005-11 - Clarifies the rules that apply to the remodeling, alteration, expansion or reuse of parking-impaired developments. Proposed by: Margo Wheeler, Director of Planning and Development

1:00 P.M. AFTERNOON SESSION

BUSINESS ITEMS - AFTERNOON

80. 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

81. Public hearing to consider the report of expenses to recover costs for abatement of dangerous building located at 205 Jackson Avenue. PROPERTY OWNER: ERIK RIVERA - Ward 5 (Weekly)
82. Public hearing to consider the report of expenses to recover costs for abatement of dangerous building located at 1912 Holmes Street. PROPERTY OWNER: MARY B. LARRY - Ward 5 (Weekly)
83. Public hearing to consider the report of expenses to recover costs for abatement of dangerous building/demolition located at 510 W. McWilliams Avenue. PROPERTY OWNERS: LAND ACQUISITIONS, LLC - Ward 5 (Weekly)
84. Public hearing to consider the report of expenses to recover costs for abatement of zoning/nuisance located at 519 W. Van Buren Avenue. PROPERTY OWNERS: LAND ACQUISITIONS, LLC - Ward 5 (Weekly)
85. Hearing to consider the appeal regarding the Nuisance/Litter Abatement Notice and Order to Comply regarding 2800 Walnut Avenue. PROPERTY OWNERS: CITY OF LAS VEGAS HOUSING AUTHORITY - Ward 3 (Reese)

HEARINGS - DISCUSSION

86. Public hearing on local improvement district for Special Improvement District No. 1501 - Downtown Street Rehabilitation Phase III (\$58,767.02 - Capital Projects Fund/Special Assessments) - 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

87. ROC-5934 - PUBLIC HEARING - APPLICANT/OWNER: RICHMOND AMERICAN HOMES - Request for a Review of Condition Number 2 of an approved Review of Condition (ROC-5520) TO ALLOW 3 FOOT FRONT YARD SETBACKS TO THE HOUSE WHERE A MINIMUM 5 FOOT SETBACK IS REQUIRED AND TO ALLOW SETBACKS OF 6 FEET 6 INCHES OR LESS, OR 18 FEET OR GREATER TO THE FRONT OF THE GARAGE WHERE 5 FEET OR LESS OR 18 FEET OR GREATER FROM THE FRONT OF THE GARAGE IS REQUIRED for a 261 lot single family development on 21.5 acres adjacent to the south side of Gowan Road, approximately 700 feet east of Cliff Shadows Parkway (APN 137-12-311-001 through 145; and 137-12-313-001 through 115), PD (Planned Development) Zone, Ward 4 (Brown). Staff recommends APPROVAL
88. ROC-5940 - PUBLIC HEARING - APPLICANT/OWNER: CHARLESTON FESTIVAL, LLC - Request for a Review of Condition Number 17 of an approved Site Development Plan Review (SDR-3790) TO ALLOW DELIVERY HOURS BETWEEN 5:30 A.M. AND 10 P.M. WHERE THE HOURS WERE RESTRICTED TO 8:00 A.M. TO 8:00 P.M. for an approved 94,978 square foot retail center on 9.74 acres adjacent to the north side of Charleston Boulevard, approximately 375 feet east of Torrey Pines Drive (APN 138-358-01-002 and 138-358-03-001), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). Staff recommends APPROVAL
89. SDR-5611 - PUBLIC HEARING - APPLICANT: CLARK COUNTY SCHOOL DISTRICT - OWNER: USA - Request for a Site Development Plan Review FOR AN ELEMENTARY SCHOOL on 10.0 acres adjacent to the southwest corner of Campbell Road and Severence Lane (APN 125-17-401-002), T-C (Town Center) Zone [PF-TC (Public Facilities - Town Center) Special Land Use Designation], Ward 6 (Mack). The Planning Commission (7-0 vote) and staff recommend APPROVAL
90. SDR-5660 - PUBLIC HEARING - APPLICANT: JMA ARCHITECTURE STUDIO - OWNER: CHARLESTON/CASINO CENTER, LLC - Request for a Site Development Plan Review FOR A 20-STORY MIXED-USE DEVELOPMENT TO INCLUDE 98 RESIDENTIAL UNITS AND 5,300 SQUARE FEET OF COMMERCIAL SPACE AND A WAIVER OF THE DOWNTOWN CENTENNIAL PLAN STREETScape REQUIREMENTS on 0.76 acres adjacent to the northeast corner of Charleston Boulevard and Casino Center Boulevard (APN 139-34-410-047), C-2 (General Commercial) Zone, Ward 1 (Tarkanian). The Planning Commission (6-0-1 vote) and staff recommend APPROVAL
91. SDR-5678 - PUBLIC HEARING - APPLICANT/OWNER: ESCAPE PROPERTIES, LLC - Request for a Site Development Plan Review FOR A 1,600 SQUARE-FOOT OFFICE BUILDING AND WAIVERS OF FOUNDATION AND PERIMETER LANDSCAPE REQUIREMENTS on 0.15 acres at 520 South Jones Boulevard (APN 138-36-310-006), R-1 (Single-Family Residential) Zone under Resolution of Intent to P-R (Professional Office and Parking) Zone, Ward 1 (Tarkanian). The Planning Commission (7-0 vote) and staff recommend APPROVAL
92. SDR-5709 - PUBLIC HEARING - APPLICANT/OWNER: CITY OF LAS VEGAS - Request for a Site Development Plan Review FOR A PUBLIC PARK on 4.0 acres adjacent to the northeast corner of Elkhorn Road and Fort Apache Road (APN 125-17-401-008 and a portion of 125-17-401-007), T-C (Town Center) Zone [PF-TC (Public Facilities - Town Center) Special Land Use Designation], Ward 6 (Mack). The Planning Commission (7-0 vote) and staff recommend APPROVAL

PLANNING & DEVELOPMENT - DISCUSSION

93. SDR-5780 - PUBLIC HEARING - APPLICANT: CHARTER SCHOOL DEVELOPMENT FOUNDATION - OWNER: CITY OF LAS VEGAS - Request for a Site Development Plan Review FOR PROPOSED ADDITIONS OF 78,181 SQUARE FEET TO EXISTING ELEMENTARY AND MIDDLE SCHOOL BUILDINGS FOR A PROPOSED HIGH SCHOOL on 9.38 acres adjacent to the southwest corner of Lake Mead Boulevard and "J" Street (APN 139-21-701-003, 139-21-702-001, 002, 003, 004 and 005), C-V (Civic) Zone, Ward 5 (Weekly). The Planning Commission (6-0-1 vote) and staff recommend APPROVAL

94. VAR-5557 - PUBLIC HEARING - APPLICANT: ROGER ANDERSON - OWNER: SYUFY ENTERPRISES, A CALIFORNIA LIMITED PARTNERSHIP - Request for a Variance TO ALLOW 179 PARKING SPACES WHERE A MINIMUM OF 234 PARKING SPACES IS REQUIRED on 3.8 acres adjacent to the south side of Charleston Boulevard, approximately 500 feet east of Wilshire Street (APN 163-01-502-005, 006, 007 and 008), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). The Planning Commission (5-2 vote) and staff recommend DENIAL. (NOTE: Due to site plan changes, Variance requested is now 174 instead of 229.)

95. SDR-5556 - PUBLIC HEARING - APPLICANT: ROGER ANDERSON - OWNER: SYUFY ENTERPRISES, A CALIFORNIA LIMITED PARTNERSHIP - Request for a Site Development Plan Review FOR A PROPOSED 42,160 SQUARE-FOOT RETAIL CENTER, WAIVER OF THE COMMERCIAL DEVELOPMENT STANDARDS FOR A 15-FOOT FRONT YARD SETBACK WHERE 20 FEET IS REQUIRED, AND FOR A WAIVER OF THE REQUIRED FOUNDATION LANDSCAPING AND SCREEN WALL REQUIREMENTS on 3.8 acres south of Charleston Boulevard, approximately 500 feet east of Wilshire Street (APN 163-01-502-005, 006, 007 and 008), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). The Planning Commission (5-2 vote) and staff recommend DENIAL

96. VAR-5699 - PUBLIC HEARING - APPLICANT: BRUCE I. FAMILIAN - OWNER: FARM & ALEXANDER PROPERTIES, LLC - Request for a Variance TO ALLOW 91 PARKING SPACES WHERE 100 SPACES ARE THE MINIMUM REQUIRED FOR A PROPOSED MEDICAL OFFICE BUILDING WITHIN AN EXISTING COMMERCIAL CENTER on 4.92 acres at the southwest corner of Alexander Road and Dalecrest Drive (APN 138-10-516-006), C-1 (Limited Commercial) Zone, Ward 4 (Brown). Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL

97. SDR-5697 - PUBLIC HEARING - APPLICANT: BRUCE I. FAMILIAN - OWNER: FARM & ALEXANDER PROPERTIES, LLC - Request for a Site Development Plan Review FOR A 4,750 SQUARE-FOOT MEDICAL OFFICE BUILDING WITH WAIVERS OF PARKING LOT LANDSCAPING on 4.92 acres adjacent to the southwest corner of Alexander Road and Dalecrest Drive (APN 138-10-516-006), C-1 (Limited Commercial) Zone, Ward 4 (Brown). The Planning Commission (7-0 vote) and staff recommend APPROVAL

98. RQR-5969 - PUBLIC HEARING - APPLICANT: NAMEER KALANDOS - OWNER: DAVID KOHANBASH - Request for a Required Six-Month Review of an approved Special Use Permit (SUP-3961) WHICH ALLOWED A LIQUOR ESTABLISHMENT (OFF-PREMISES CONSUMPTION) IN CONJUNCTION WITH A PROPOSED CONVENIENCE STORE at 5000 West Charleston Boulevard, Suite 7 (APN 138-36-804-002), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). Staff recommends APPROVAL

99. RQR-5787 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT/OWNER: C & C INVESTMENT CO. - Request for a Required One-Year Review of an approved Special Use Permit (SUP-3385) WHICH ALLOWED 40 PERCENT OF THE LOT AREA CONTAINING THE PRINCIPAL USE TO BE USED FOR OUTSIDE STORAGE on property located at 3505 East Charleston Boulevard (APN 140-31-401-033, 042 and a portion of 043), R-1 (Single-Family Residential), R-2 (Medium-Low Density Residential) and C-1 (Limited Commercial) Zones under Resolution of Intent to C-M (Commercial/Industrial), Ward 3 (Reese). Staff recommends APPROVAL

100. SUP-2848 - ABEYANCE ITEM - PUBLIC HEARING - REAGAN NATIONAL ADVERTISING ON BEHALF OF C O G III, LIMITED - Appeal filed by Singer & Brown from the Denial by the Planning Commission on a request for a Special Use Permit for a proposed off-premise advertising (billboard) SIGN on a portion of 3.03 acres located at 1110 South Rainbow Boulevard (APN 163-02-101-002), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). The Planning Commission (6-0 vote) and staff recommend DENIAL

PLANNING & DEVELOPMENT - DISCUSSION

101. SUP-3394 - ABEYANCE ITEM - PUBLIC HEARING - LAS VEGAS BILLBOARDS ON BEHALF OF WEST SAHARA ASSOCIATES, LIMITED PARTNERSHIP - Appeal filed by LAS Consulting, Inc. from the Denial by the Planning Commission of a request for a Special Use Permit FOR A PROPOSED 40-FOOT TALL, 14-FOOT BY 48-FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGN adjacent to the northeast corner of Torrey Pines Drive and Sahara Avenue (APN: 163-02-816-001), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). The Planning Commission (6-0 vote) recommends DENIAL. Staff recommends APPROVAL

102. SUP-4532 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: LAS VEGAS BILLBOARDS - OWNER: SAHARA MOHAWK, LIMITED LIABILITY COMPANY - Appeal filed by the applicant from the Denial by the Planning Commission of a request for a Special Use Permit FOR A PROPOSED 40-FOOT TALL, 14-FOOT BY 48-FOOT OFF-PREMISE (BILLBOARD) SIGN at 5320 West Sahara Avenue (APN 163-01-804-005), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). The Planning Commission (7-0 vote) and staff recommend DENIAL

103. SUP-5564 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: PEP BOYS - OWNER: WACHOVIA DEVELOPMENT CORPORATION - Request for a Special Use Permit FOR A PROPOSED CAR WASH (SELF-SERVICE) AND WAIVER TO ALLOW BAY OPENINGS AND VACUUM BAYS TO FACE THE PUBLIC RIGHT-OF-WAY at 4141 Rancho Drive (APN 138-02-814-003), C-1 (Limited Commercial) Zone, Ward 6 (Mack). The Planning Commission (5-0 vote) and staff recommend APPROVAL

104. SDR-5562 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: PEP BOYS - OWNER: WACHOVIA DEVELOPMENT CORPORATION - Request for a Site Development Plan Review FOR A PROPOSED CAR WASH (SELF SERVICE) on 1.86 acres at 4141 Rancho Drive (APN 138-02-814-003), C-1 (Limited Commercial) Zone, Ward 6 (Mack). The Planning Commission (5-0 vote) and staff recommend APPROVAL

105. SUP-5627 - PUBLIC HEARING - APPLICANT: CHEK LINE ENTERPRISES, INC. - OWNER: DECATUR CROSSING CENTER, LLC. - Request for a Special Use Permit FOR A PROPOSED AUTO TITLE LOAN AND A WAIVER OF THE 200-FOOT DISTANCE SEPARATION REQUIREMENT FROM A RESIDENTIAL USE at 282 South Decatur (APN 138-36-516-004), C-1 (Limited Commercial) Zone [SC (Service Commercial) General Plan Designation], Ward 1 (Tarkanian). Staff recommends DENIAL. The Planning Commission (6-1 vote) recommends APPROVAL

106. SUP-5650 - PUBLIC HEARING - APPLICANT: THOMAS GOULAS - OWNER: CRAIG MARKETPLACE, LLC - Request for a Special Use Permit FOR A PROPOSED RESTAURANT SERVICE BAR at 7121 West Craig Road, Suite 101 (APN 138-03-715-004), C-1 (Limited Commercial) Zone [SC (Service Commercial) General Plan Designation], Ward 6 (Mack). The Planning Commission (7-0 vote) and staff recommend APPROVAL

107. SUP-5659 - PUBLIC HEARING - APPLICANT: ZDZISLAW PELKA - OWNERS: MASAO ISHIHAMA AND ASAKO ISHIHAMA REVOCABLE TRUST - Request for a Special Use Permit FOR A PROPOSED LIQUOR ESTABLISHMENT (OFF-SALE) at 5900 West Charleston Boulevard, Suite 4 (APN 138-36-406-006), C-1 (Limited Commercial) Zone [PROPOSED: SC (Service Commercial) General Plan Designation], Ward 1 (Tarkanian). The Planning Commission (6-0 vote) and staff recommend APPROVAL

108. SUP-5663 - PUBLIC HEARING - APPLICANT: CLUB RENAISSANCE PARTNERS, LLC - OWNERS: CLUB RENAISSANCE PARTNERS, LLC, ET AL - Request for a Special Use Permit TO ALLOW A PROPOSED MIXED-USE COMMERCIAL AND RESIDENTIAL DEVELOPMENT adjacent to the southeast corner of Casino Center Boulevard and Bonneville Avenue (APN 139-34-311-058 through 065), C-2 (General Commercial) Zone and R-4 (High Density Residential) Zone under Resolution of Intent to C-2 (General Commercial), Ward 1 (Tarkanian). The Planning Commission (7-0 vote) and staff recommend APPROVAL

109. SDR-5662 - PUBLIC HEARING - APPLICANT: CLUB RENAISSANCE PARTNERS, LLC - OWNER: CLUB RENAISSANCE PARTNERS, LLC, ET AL - Request for a Site Development Plan Review TO ALLOW A 60-STORY MIXED-USE DEVELOPMENT TO INCLUDE 950 RESIDENTIAL UNITS AND 91,000 SQUARE FEET OF COMMERCIAL SPACE AND WAIVERS OF THE CENTENNIAL PLAN BUILDING STEP-BACK AND BUILD-TO REQUIREMENTS on 1.28 acres adjacent to the southeast corner of Casino Center Boulevard and Bonneville Avenue (APN 139-34-311-058 through 065) C-2 (General Commercial) Zone and R-4 (High Density Residential) Zone under Resolution of Intent to C-2 (General Commercial) Zone, Ward 1 (Tarkanian). The Planning Commission (7-0 vote) and staff recommend APPROVAL

PLANNING & DEVELOPMENT - DISCUSSION

110. SUP-5664 - PUBLIC HEARING - APPLICANT: SAMUEL M MARTINEZ - OWNER: THE CHARLESTON CENTER, LLC - Request for a Special Use Permit for a PROPOSED LIQUOR ESTABLISHMENT (RESTAURANT SERVICE BAR) in conjunction with an existing restaurant at 5000 W Charleston Boulevard, Unit D (APN 138-36-804-003), C-1 (General Commercial) Zone, Ward 1 (Tarkanian). (Note: To be heard in conjunction with Morning Session Item 66) The Planning Commission (7-0 vote) and staff recommend APPROVAL.

111. SUP-5666 - PUBLIC HEARING - APPLICANT: OMID TABATABAI, DVM - OWNER: DELIA FRANCO - Request for a Special Use Permit FOR A PROPOSED ANIMAL CLINIC at 701 East Charleston Avenue (APN 139-34-410-237), C-1 (Limited Commercial) Zone [C (Downtown - Commercial) General Plan Designation], Ward 5 (Weekly). The Planning Commission (7-0 vote) and staff recommend APPROVAL.

112. SUP-5687 - PUBLIC HEARING - APPLICANT/OWNER: KMW, LLC - Request for a Special Use Permit FOR A PROPOSED ANIMAL HOSPITAL WITHOUT OUTSIDE PENS approximately 200 feet north of the intersection of Buffalo Drive and Gowan Road (APN 138-10-201-026), U (Undeveloped) Zone [O (Office) General Plan Designation] under Resolution of Intent to O (Office) Zone, Ward 4 (Brown). The Planning Commission (6-0-1 vote) and staff recommend APPROVAL.

113. SDR-5685 - PUBLIC HEARING - APPLICANT/OWNER: KMW, LLC - Request for a Site Development Plan Review FOR A 9,150 SQUARE-FOOT ANIMAL HOSPITAL WITHOUT OUTSIDE PENS AND WAIVERS OF THE LANDSCAPE BUFFER WIDTH AND BUILDING PLACEMENT STANDARDS on 0.91 acres approximately 200 feet north of the intersection of Buffalo Drive and Gowan Road (APN 138-10-201-026), U (Undeveloped) Zone [O (Office) General Plan Designation] under Resolution of Intent to O (Office) Zone, Ward 4 (Brown). The Planning Commission (6-0-1 vote) and staff recommend APPROVAL.

114. SUP-5688 - PUBLIC HEARING - OWNER: A.J. GILBERT - APPLICANT: EDWARD KAKOSIAN - Request for a Special Use Permit FOR A PROPOSED MOTOR VEHICLE SALES (USED) USE AND A WAIVER FROM THE MINIMUM SITE AREA REQUIREMENT TO ALLOW TWO PARCELS TO BE USED TO MEET THE REQUIREMENT at 2201 Industrial Road (APN 162-04-803-008 and 009), C-M (Commercial/Industrial) Zone, Ward 1 (Tarkanian). The Planning Commission (7-0 vote) and staff recommend APPROVAL.

115. SUP-5718 - PUBLIC HEARING - APPLICANT: MONTECITO COMPANIES - OWNER: MONTECITO PADS, LLC - Request for a Special Use Permit FOR A PROPOSED FINANCIAL INSTITUTION, GENERAL WITH DRIVE-THROUGH on Pad P of the Montecito Marketplace Development adjacent to the southeast corner of Durango Drive and Elkhorn Road (APN 125-20-510-005), T-C (Town Center) Zone [UC-TC (Urban Center - Town Center) Special Land Use Designation], Ward 6 (Mack). The Planning Commission (6-0-1 vote) and staff recommend APPROVAL.

116. SUP-5720 - PUBLIC HEARING - APPLICANT: MONTECITO COMPANIES - OWNER: MONTECITO PADS, LLC - Request for a Special Use Permit FOR A PROPOSED RESTAURANT WITH DRIVE-THROUGH on Pad HH of the Montecito Marketplace Development adjacent to the northwest corner of Durango Drive and Dorrell Lane (APN 125-20-101-017), T-C (Town Center) Zone [UC-TC (Urban Center - Town Center) Special Land Use Designation], Ward 6 (Mack). The Planning Commission (6-0-1 vote) and staff recommend APPROVAL.

117. SUP-5722 - PUBLIC HEARING - APPLICANT: MONTECITO COMPANIES - OWNER: MONTECITO PADS, LLC - Request for a Special Use Permit FOR A PROPOSED GAMING USE IN CONJUNCTION WITH A TAVERN on Pad GG of the Montecito Marketplace Development adjacent to the northwest corner of Durango Drive and Dorrell Lane (APN 125-20-101-017), T-C (Town Center) Zone [UC-TC (Urban Center - Town Center) Special Land Use Designation], Ward 6 (Mack). The Planning Commission (6-0-1 vote) and staff recommend APPROVAL.

118. SUP-5723 - PUBLIC HEARING - APPLICANT: MONTECITO COMPANIES - OWNER: MONTECITO PADS, LLC - Request for a Special Use Permit FOR A PROPOSED LIQUOR ESTABLISHMENT (TAVERN) on Pad GG of the Montecito Marketplace Development adjacent to the northwest corner of Durango Drive and Dorrell Lane (APN 125-20-101-017), T-C (Town Center) Zone [UC-TC (Urban Center - Town Center) Special Land Use Designation], Ward 6 (Mack). The Planning Commission (6-0-1 vote) and staff recommend APPROVAL.

PLANNING & DEVELOPMENT - DISCUSSION

119. SDR-5731 - PUBLIC HEARING - APPLICANT: MONTECITO COMPANIES - OWNER: MONTECITO PADS, LLC AND MTC 118, INC. - Request for a Site Development Plan Review FOR A 380,000 SQUARE-FOOT COMMERCIAL DEVELOPMENT on 45.6 acres adjacent to the southeast corner of Durango Drive and Elkhorn Road and the northwest corner of Durango Drive and Dorrell Lane (APN 125-20-101-017, 125-20-510-004 and 005) T-C (Town Center) Zone [UC-TC (Urban Center - Town Center) Special Land Use Designation], Ward 6 (Mack). The Planning Commission (6-0-1 vote) and staff recommend APPROVAL

120. ZON-5485 - PUBLIC HEARING - APPLICANT: GREGORY L. WILDE - OWNER: GEORGE GILL - Request for a Rezoning FROM: R-1 (SINGLE-FAMILY RESIDENTIAL) TO: P-R (PROFESSIONAL OFFICE AND PARKING) on 0.17 acres at 228 South Jones Boulevard (APN 138-36-112-016), Ward 1 (Tarkanian). The Planning Commission (7-0 vote) and staff recommend APPROVAL

121. SDR-5486 - PUBLIC HEARING - APPLICANT: GREGORY L. WILDE - OWNER: GEORGE GILL - Request for a Site Development Plan Review FOR A 1500 SQUARE-FOOT OFFICE BUILDING WITH WAIVERS OF THE LANDSCAPE STANDARDS on 0.17 acres at 228 South Jones Boulevard (APN 138-36-112-016), Ward 1 (Tarkanian). The Planning Commission (7-0 vote) and staff recommend APPROVAL

122. ZON-5702 - PUBLIC HEARING - APPLICANT: TANEY ENGINEERING - OWNER: ISOLA SALVO LLC, ET AL - Request for a Rezoning FROM: U (UNDEVELOPED) [TC (TOWN CENTER) GENERAL PLAN DESIGNATION] [MLA-TC (MEDIUM-LOW ATTACHED - TOWN CENTER) SPECIAL LAND USE DESIGNATION] TO: T-C (TOWN CENTER) on 4.12 acres adjacent to the southwest corner of Chieftain Street and Bath Drive (APN 125-19-701-009 and 010), Ward 6 (Mack). The Planning Commission (7-0 vote) and staff recommend APPROVAL

123. VAC-5707 - PUBLIC HEARING - APPLICANT: TANEY ENGINEERING - OWNER: ISOLA SALVO LLC, ET AL - Petition to Vacate the west half of Chieftain Street between Rome Boulevard and Bath Drive, and the north side of Rome Boulevard west of Chieftain Street, Ward 6 (Mack). The Planning Commission (7-0 vote) and staff recommend APPROVAL

124. VAR-5705 - PUBLIC HEARING - APPLICANT: TANEY ENGINEERING - OWNER: ISOLA SALVO LLC, ET AL - Request for a Variance TO ALLOW 25,923 SQUARE FEET OF OPEN SPACE WHERE 43,133 SQUARE FEET IS THE MINIMUM REQUIRED FOR A PROPOSED SINGLE-FAMILY DEVELOPMENT on 4.12 acres adjacent to the southwest corner of Chieftain Street and Bath Drive (APN 125-19-701-009 and 010), U (Undeveloped) [TC (Town Center) General Plan Designation] [MLA-TC (Medium-Low Attached - Town Center) Special Land Use Designation], Ward 6 (Mack). Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL

125. SUP-5870 - PUBLIC HEARING - APPLICANT: TANEY ENGINEERING - OWNER: GENE SQUITIERI - Request for a Special Use Permit FOR A PROPOSED GATED SUBDIVISION WITH PRIVATE STREETS WITHIN TOWN CENTER adjacent to the southwest corner of Bath Drive and Chieftain Street (APN 125-19-701-009 and 10), Ward 6 (Mack). Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL

126. SDR-5704 - PUBLIC HEARING - APPLICANT: TANEY ENGINEERING - OWNER: ISOLA SALVO LLC, ET AL - Request for a Site Development Plan Review FOR A 60-LOT SINGLE-FAMILY DEVELOPMENT on 4.12 acres adjacent to the southwest corner of Chieftain Street and Bath Drive (APN 125-19-701-009 and 010), U (Undeveloped) [TC (Town Center) General Plan Designation] [MLA-TC (Medium-Low Attached - Town Center) Special Land Use Designation] [PROPOSED: T-C (Town Center) Zone], Ward 6, (Mack). Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL

127. ZON-5726 - PUBLIC HEARING - APPLICANT/OWNER: GABRIEL MANRIQUEZ - Request for a Rezoning FROM: R-1 (SINGLE FAMILY RESIDENTIAL) TO: P-R (PROFESSIONAL OFFICE AND PARKING) on 0.17 acres at 717 South 8th Street (APN 139-34-810-040), Ward 5 (Weekly). The Planning Commission (7-0 vote) recommends APPROVAL

128. VAR-5730 - PUBLIC HEARING - APPLICANT/OWNER: GABRIEL MANRIQUEZ - Request for a Variance TO ALLOW A 48-FOOT LOT WIDTH WHERE 60 FEET IS THE MINIMUM REQUIRED LOT WIDTH FOR A PROPOSED PROFESSIONAL OFFICE DEVELOPMENT on 0.17 acres at 717 South 8th Street (APN 139-34-810-040), R-1 (Single Family Residential) Zone [PROPOSED: P-R (Professional Office and Parking) Zone], Ward 5 (Weekly). The Planning Commission (7-0 vote) and staff recommend APPROVAL

PLANNING & DEVELOPMENT - DISCUSSION

129. SDR-5727 - PUBLIC HEARING - APPLICANT/OWNER: GABRIEL MANRIQUEZ - Request for a Site Development Plan Review FOR A 1,495 SQUARE-FOOT OFFICE BUILDING AND WAIVERS OF LANDSCAPE AND BUFFER REQUIREMENTS on 0.17 acres at 717 South 8th Street (APN 139-34-810-040), R-1 (Single Family Residential) Zone [PROPOSED: P-R (Professional Office and Parking) Zone], Ward 5 (Weekly). The Planning Commission (7-0 vote) and staff recommend APPROVAL
130. GPA-5082 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: NESHAMINY CONSULTING, INC. - OWNER: BON BON, LLC - Request to Amend a portion of the Southeast Sector Plan of the General Plan FROM: L (LOW DENSITY RESIDENTIAL) TO: SC (SERVICE COMMERCIAL) on 1.58 acres and TO: MLA (MEDIUM-LOW ATTACHED DENSITY RESIDENTIAL) on 4.4 acres south of Bonanza Road and east of Pecos Road (APN 140-31-121-003), Ward 3 (Reese). The Planning Commission (7-0 vote) and staff recommend APPROVAL
131. VAC-5101 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: NESHAMINY CONSULTING, INC. - OWNER: BON BON, LLC - Petition to Vacate a portion of a 10-foot wide public drainage easement and ingress/egress easements generally located south of Bonanza Road, east of Pecos Road, Ward 3 (Reese). The Planning Commission (7-0 vote) and staff recommend APPROVAL
132. VAR-5099 - PUBLIC HEARING - APPLICANT/OWNER: BON BON, LLC - Request for a Variance TO ALLOW AN R-PD (RESIDENTIAL PLANNED DEVELOPMENT) ZONING DISTRICT ON 4.40 ACRES WHERE 5.00 ACRES IS THE MINIMUM REQUIRED adjacent to the east side of Pecos Road approximately 290 feet south of Bonanza Road (APN 140-31-121-003), C-1 (Limited Commercial) Zone [PROPOSED: R-PD9 (Residential Planned Development - 9 Units per Acre)], Ward 3 (Reese). The Planning Commission (7-0 vote) and staff recommend APPROVAL
133. ZON-5092 - PUBLIC HEARING - APPLICANT/OWNER: BON BON, LLC - Request for a Rezoning FROM: C-1 (LIMITED COMMERCIAL) TO: R-PD9 (RESIDENTIAL PLANNED DEVELOPMENT - 9 UNITS PER ACRE) on 4.40 acres adjacent to the east side of Pecos Road approximately 290 feet south of Bonanza Road (APN 140-31-121-003), Ward 3 (Reese). The Planning Commission (7-0 vote) recommends DENIAL. Staff recommends APPROVAL
134. VAR-5300 - PUBLIC HEARING - APPLICANT/OWNER: BON BON, LLC - Request for a Variance TO ALLOW ZERO ACRES OF OPEN SPACE WHERE 0.68 ACRES IS THE MINIMUM REQUIRED in conjunction with a proposed 41-lot single-family residential development on 4.40 acres adjacent to the east side of Pecos Road approximately 290 feet south of Bonanza Road (APN a portion of 140-31-121-003), C-1 (Limited Commercial) Zone [PROPOSED: R-PD9 (Residential Planned Development - 9 Units per Acre)], Ward 3 (Reese). The Planning Commission (4-3 vote) recommends DENIAL. Staff recommends APPROVAL
135. WVR-5299 - PUBLIC HEARING - APPLICANT/OWNER: BON BON, LLC - Request for a Waiver of Title 18.12.130 TO ALLOW A PUBLIC STREET TO TERMINATE WITHOUT A CIRCULAR CUL-DE-SAC OR EMERGENCY ACCESS GATE WHERE ONE IS REQUIRED FOR STREETS TERMINATING OTHER THAN AT AN INTERSECTION WITH ANOTHER PUBLIC STREET in conjunction with a proposed 41-lot single-family residential development on 4.40 acres adjacent to the east side of Pecos Road approximately 290 feet south of Bonanza Road (APN a portion of 140-31-121-003), C-1 (Limited Commercial) Zone [PROPOSED: R-PD9 (Residential Planned Development - 9 Units per Acre)], Ward 3 (Reese). The Planning Commission (7-0 vote) and staff recommend DENIAL
136. SDR-5098 - PUBLIC HEARING - APPLICANT/OWNER: BON BON, LLC - Request for a Site Development Plan Review FOR A PROPOSED 41-LOT SINGLE-FAMILY RESIDENTIAL DEVELOPMENT on 4.40 acres adjacent to the east side of Pecos Road approximately 290 feet south of Bonanza Road (APN 140-31-121-003), C-1 (Limited Commercial) Zone [PROPOSED: R-PD9 (Residential Planned Development - 9 Units per Acre)], Ward 3 (Reese). The Planning Commission (7-0 vote) and staff recommend DENIAL
137. SUP-5096 - PUBLIC HEARING - APPLICANT/OWNER: BON BON, LLC - Request for a Special Use Permit FOR A SUPPER CLUB adjacent to the south of Bonanza Road approximately 290 feet east of Pecos Road (APN 140-31-121-003), C-1 (Limited Commercial) Zone, Ward 3 (Reese). The Planning Commission (7-0 vote) and staff recommend APPROVAL
138. SDR-5093 - PUBLIC HEARING - APPLICANT/OWNER: BON BON, LLC - Request for a Site Development Plan Review FOR A SUPPERCLUB on 1.58 acres south of Bonanza Road approximately 290 feet east of Pecos Road (APN 140-31-121-003), C-1 (Limited Commercial) Zone, Ward 3 (Reese). The Planning Commission (7-0 vote) and staff recommend APPROVAL

PLANNING & DEVELOPMENT - DISCUSSION

139. GPA-5714 - PUBLIC HEARING - APPLICANT: FLETCHER JONES MANAGEMENT CO. - OWNER: JOHN LEE AND ONG PARTNERS, LLC - Request to Amend a portion of the Southwest Sector Plan of the General Plan FROM: SC (SERVICE COMMERCIAL) TO: GC (GENERAL COMMERCIAL) on 3.50 acres adjacent to the northwest corner of Sahara Avenue and Pioneer Way (APN a portion of 163-03-402-017), Ward 1 (Tarkanian). The Planning Commission (5-2 vote) and staff recommend DENIAL
140. ZON-5716 - PUBLIC HEARING - APPLICANT: FLETCHER JONES MANAGEMENT CO. - OWNER: JOHN LEE AND ONG PARTNERS, L.L.C. - Request for a Rezoning FROM: U (UNDEVELOPED) [SC (SERVICE COMMERCIAL) GENERAL PLAN DESIGNATION] UNDER RESOLUTION OF INTENT TO C-1 (LIMITED COMMERCIAL) TO: C-2 (GENERAL COMMERCIAL) AND FROM: U (UNDEVELOPED) [O (OFFICE) GENERAL PLAN DESIGNATION] UNDER RESOLUTION OF INTENT TO O (OFFICE) TO: P-R (PROFESSIONAL OFFICES AND PARKING) on 4.86 acres adjacent to the northwest corner of Sahara Avenue and Pioneer Way (APN 163-03-402-017), Ward 1 (Tarkanian). The Planning Commission (5-2 vote) and staff recommend DENIAL
141. SUP-5719 - PUBLIC HEARING - APPLICANT: FLETCHER JONES MANAGEMENT COMPANY - OWNER: JOHN LEE AND ONG PARTNERS, LLC - Request for a Special Use Permit FOR A PROPOSED MOTOR VEHICLE SALES (USED) AND FOR A PROPOSED AUTO DEALER INVENTORY STORAGE USE adjacent to the northwest corner of Sahara Avenue and Pioneer Way (APN 163-03-402-017), U (Undeveloped) Zone [O (Office) General Plan Designation] under Resolution of Intent to O (Office) and U (Undeveloped) Zone [SC (Service Commercial) General Plan Designation] under Resolution of Intent to C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). The Planning Commission (5-2 vote) and staff recommend DENIAL
142. SDR-5717 - PUBLIC HEARING - APPLICANT: FLETCHER JONES MANAGEMENT CO. - OWNER: JOHN LEE AND ONG PARTNERS, LLC - Request for a Site Development Plan Review FOR A PROPOSED 2,020 SQUARE-FOOT AUTO DEALERSHIP on 4.86 acres adjacent to the northwest corner of Sahara Avenue and Pioneer Way (APN 163-03-402-017), U (Undeveloped) Zone [O (Office) General Plan Designation] under Resolution of Intent to O (Office) and U (Undeveloped) Zone [SC (Service Commercial) General Plan Designation] under Resolution of Intent to C-1 (Limited Commercial) Zone [PROPOSED: C-2 (General Commercial) Zone and P-R (Professional Office and Parking)], Ward 1 (Tarkanian). The Planning Commission (5-2 vote) and staff recommend DENIAL

SET DATE

143. 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: FEBRUARY 16, 2005

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD GOECKE

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

RESOLUTIONS:

R-17-2005 - Approval of a Resolution Amending Schedule 25-II, 35 MPH Speed Limits, to change the speed limit on Grand Teton Drive between Jones Boulevard and Decatur Boulevard from 25 MPH to 35 MPH - Ward 6 (Mack)

Fiscal Impact:

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

PURPOSE/BACKGROUND:

Staff is requesting an increase in the speed limit on Grand Teton Drive between Jones Boulevard and Decatur Boulevard from 25 mph to 35 mph. Traffic studies conducted on this road showed that the 85th percentile speed is 48 mph; however, since there are segments on this stretch of Grand Teton Drive that are not fully improved, staff recommends 35 mph as the appropriate speed limit.

RECOMMENDATION:

Traffic and Parking Commission: Approval

Staff: Approval

BACKUP DOCUMENTATION:

1. Map
2. Resolution No. R-17-2005

MOTION:

REESE - APPROVED Items 3-38 and 40-52 - UNANIMOUS

Item 39: STRICKEN under separate action (see individual item)

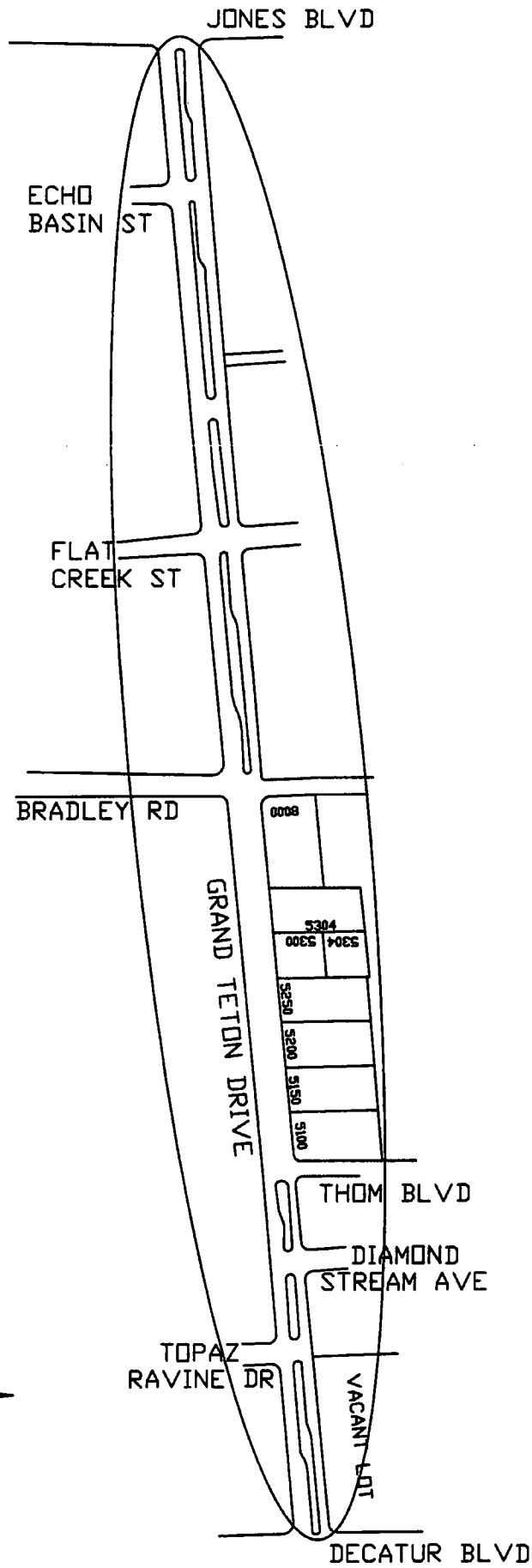
MINUTES:

There was no related discussion.

(9:36 - 9:38)

1-1020

○ PROPOSED SPEED LIMIT CHANGE



R-17-2005

RESOLUTION

WHEREAS, various sections of TITLE 11 of the Las Vegas Municipal Code allow for additions to and corrections of the schedules which are established in the respective sections to be effected by Resolution; and

WHEREAS, it has been determined and recommended by the Traffic and Parking Commission and the City Traffic Engineer that the following additions and corrections be made in said schedules;

NOW, THEREFORE, be it resolved by the City Council of the City of Las Vegas, Nevada, that the following schedules pertaining to TITLE 11 of the City Code be amended as follows:

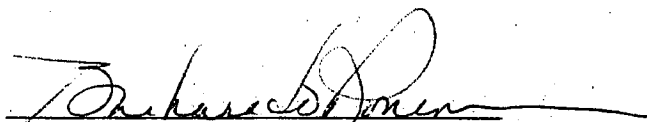
Schedule 25-II be amended to add the following 35 MPH Speed Limit Zone:

<u>STREET</u>	<u>FROM</u>	<u>TO</u>
Grand Teton Dr.	Jones Blvd.	Decatur Blvd.

ATTEST:



OSCAR GOODMAN, Mayor



BARBARA JO RONEMUS, City Clerk

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 16, 2005

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD GOECKE

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

RESOLUTIONS:

R-18-2005 - Approval of a Resolution Amending Schedules 25-II, 35 MPH Speed Limits, and 25-IV, 45 MPH Speed Limits, to change the speed limit on Rainbow Boulevard between Rancho Drive and Ann Road from 35 MPH to 45 MPH - Ward 6 (Mack)

Fiscal Impact:

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

PURPOSE/BACKGROUND:

Staff is requesting an increase in the speed limit on Rainbow Boulevard between Rancho Drive and Ann Road from 35 mph to 45 mph. Traffic studies conducted on this road showed that the 85th percentile speed was 47 mph. This stretch of Rainbow Boulevard has a 100-foot right-of-way and is now fully improved, so 45 mph is the appropriate speed limit for this type of roadway.

RECOMMENDATION:

Traffic and Parking Commission: Approval

Staff: Approval

BACKUP DOCUMENTATION:

1. Map
2. Resolution No. R-18-2005

MOTION:

REESE - APPROVED Items 3-38 and 40-52 - UNANIMOUS

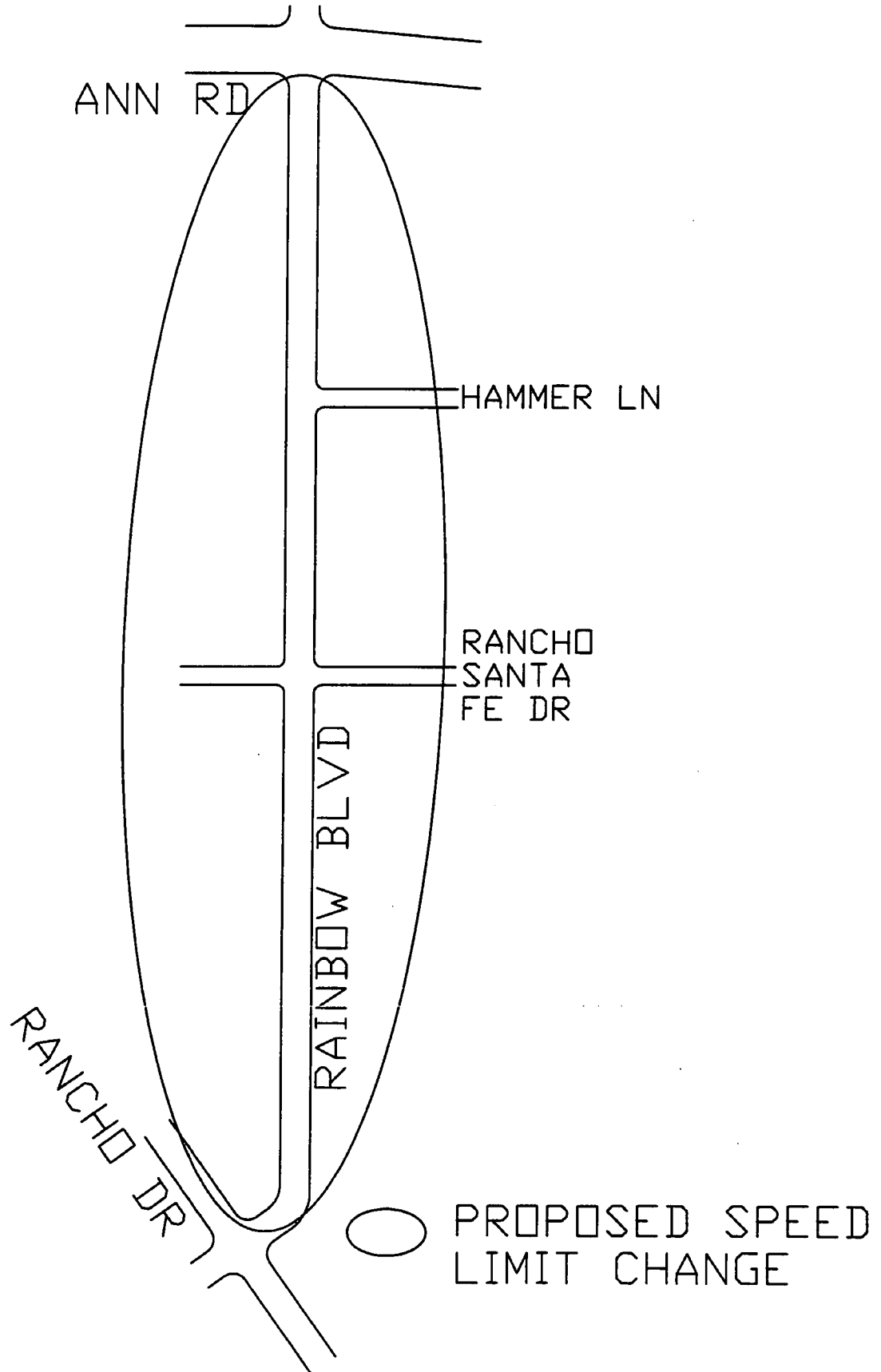
Item 39: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:36 - 9:38)

1-1020



R-18-2005

RESOLUTION

WHEREAS, various sections of TITLE 11 of the Las Vegas Municipal Code allow for additions to and corrections of the schedules which are established in the respective sections to be effected by Resolution; and

WHEREAS, it has been determined and recommended by the Traffic and Parking Commission and the City Traffic Engineer that the following additions and corrections be made in said schedules;

NOW, THEREFORE, be it resolved by the City Council of the City of Las Vegas, Nevada, that the following schedules pertaining to TITLE 11 of the City Code be amended as follows:

Schedule 25-II be amended to **delete** the following 35 MPH Speed Limit Zone:

<u>STREET</u>	<u>FROM</u>	<u>TO</u>
Rainbow Blvd.	Rancho Dr.	Ann Rd.

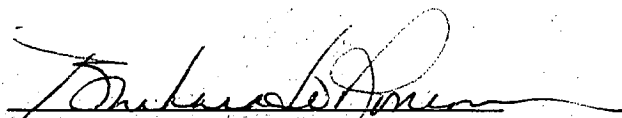
Schedule 25-IV be amended to **add** the following 45 MPH Speed Limit Zone:

<u>STREET</u>	<u>FROM</u>	<u>TO</u>
Rainbow Blvd.	Rancho Dr.	Ann Rd.



OSCAR GOODMAN, Mayor

ATTEST:



BARBARA JO RONEMUS, City Clerk

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 16, 2005

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD GOECKE

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

RESOLUTIONS:

R-19-2005 - Approval of a Resolution Amending Schedules 25-II, 35 MPH Speed Limits, and 25-IV, 45 MPH Speed Limits, to change the speed limit on Durango Drive between Cheyenne Avenue and US 95 from 35 MPH to 45 MPH - Ward 6 (Mack)

Fiscal Impact:

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

PURPOSE/BACKGROUND:

The Clark County Traffic Management Division will change the speed limit on their section of Durango Drive from 35 mph to 45 mph. They have requested that the City of Las Vegas change its portion of this roadway to 45 mph so that the speed limit will be consistent on this roadway. Speed studies have shown that the 85th percentile speed is 52 mph. Full-street improvements were recently completed on this roadway. This speed limit change is consistent with 100-foot right-of-way roadways.

RECOMMENDATION:

Traffic and Parking Commission: Approval
Staff: Approval

BACKUP DOCUMENTATION:

1. Map
2. Resolution No. R-19-2005

MOTION:

REESE - APPROVED Items 3-38 and 40-52 - UNANIMOUS

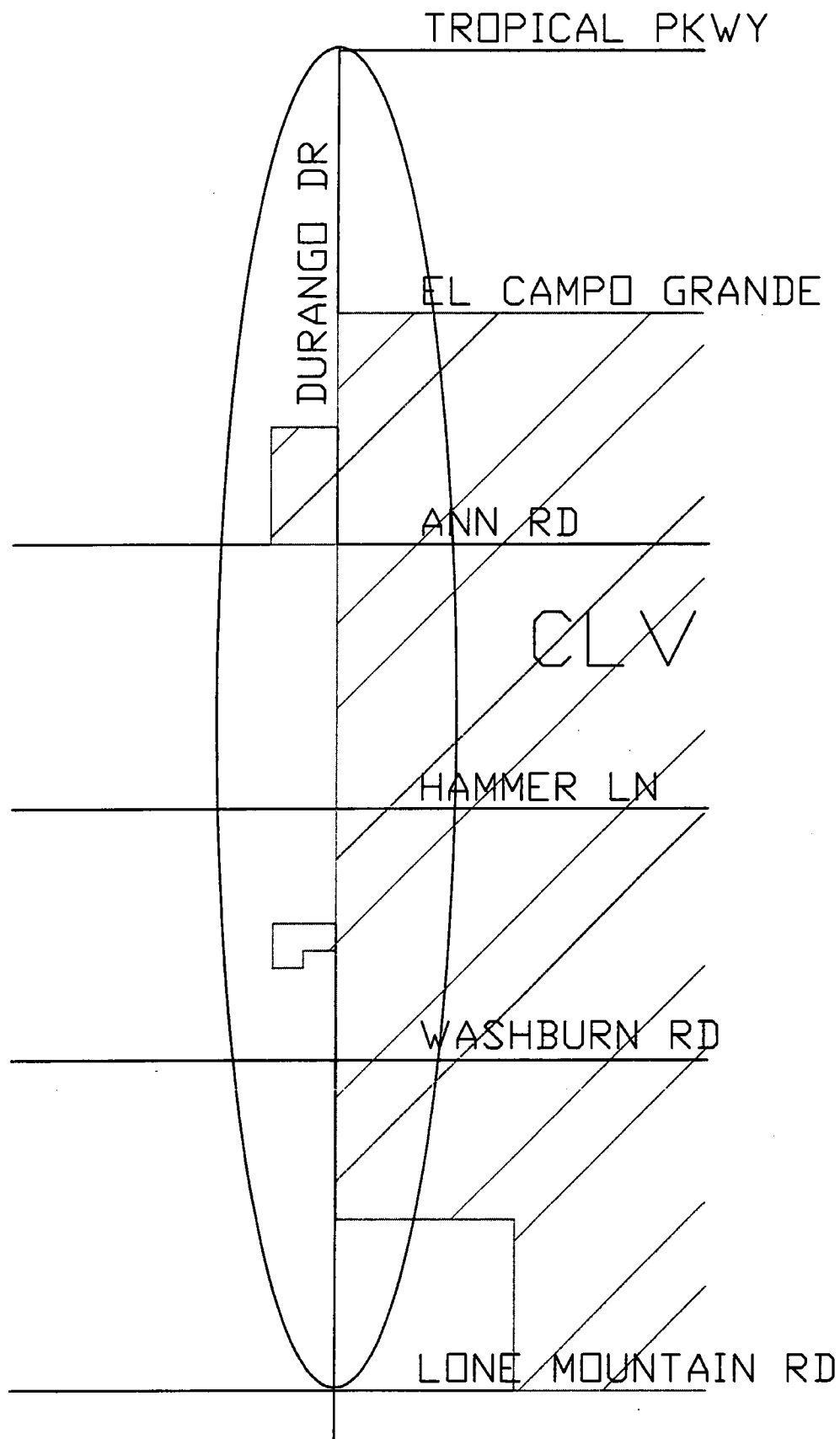
Item 39: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:36 - 9:38)

1-1020



○ PROPOSED SPEED LIMIT CHANGE

R-19-2005

RESOLUTION

WHEREAS, various sections of TITLE 11 of the Las Vegas Municipal Code allow for additions to and corrections of the schedules which are established in the respective sections to be effected by Resolution; and

WHEREAS, it has been determined and recommended by the Traffic and Parking Commission and the City Traffic Engineer that the following additions and corrections be made in said schedules;

NOW, THEREFORE, be it resolved by the City Council of the City of Las Vegas, Nevada, that the following schedules pertaining to TITLE 11 of the City Code be amended as follows:

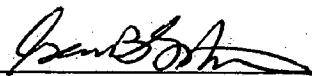
Schedule 25-II be amended to **delete** the following 35 MPH Speed Limit Zone:

<u>STREET</u>	<u>FROM</u>	<u>TO</u>
Durango Dr.	Cheyenne Ave.	US 95

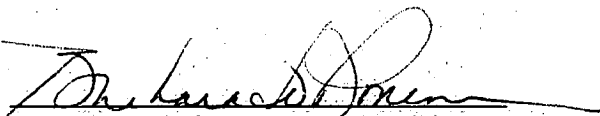
Schedule 25-IV be amended to **add** the following 45 MPH Speed Limit Zone:

<u>STREET</u>	<u>FROM</u>	<u>TO</u>
Durango Dr.	Cheyenne Ave.	US 95

ATTEST:



OSCAR GOODMAN, Mayor



BARBARA JO RONEMUS, City Clerk

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 16, 2005

DEPARTMENT: NEIGHBORHOOD SERVICES

DIRECTOR: ORLANDO SANCHEZ

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

REPORT FROM REAL ESTATE COMMITTEE - Councilman Wolfson and Councilman Weekly

Approval of an Agreement for the Purchase and Sale of Real Property whereby Operation Life Community Development Corporation sells approximately 0.15 acres of land for future housing development located in the vicinity of Van Buren Avenue and F Street known as APN 139-27-110-037 to Ruthe Realty and/or Assignees on behalf of the City of Las Vegas (City) (\$19,000 plus closing costs - General Fund) - Ward 5 (Weekly)

Fiscal Impact:

☐ No Impact	Amount:	\$19,000.00
☒ Budget Funds Available	Dept./Division:	Neigh. Svcs.
☐ Augmentation Required	Funding Source:	General Fund

PURPOSE/BACKGROUND:

The City desires to purchase property in this area to "land bank" for the future ability to develop new housing in an effort to revitalize the urban city core where vacant land is prevalent. A large portion of the existing buildings are boarded up and/or structurally unsound or are vacant and in disrepair, creating safety and health problems to the area and its residents. Over a long period of time, we hope to accumulate enough property to attract developers to build new housing.

RECOMMENDATION:

The 2/15/2005 Real Estate Committee and staff recommend approval of an Agreement for the Purchase and Sale of Real Property for \$19,000 plus closing costs.

BACKUP DOCUMENTATION:

Agreement for the Purchase and Sale of Real Property

MOTION:

REESE - APPROVED Items 3-38 and 40-52 - UNANIMOUS

Item 39: STRICKEN under separate action (see individual item)

MINUTES:

Under Item 3, COUNCILMAN WOLFSON reported that the Real Estate Committee met, and he recommended approval of the Real Estate items on the consent agenda.

(9:36 - 9:38)

1-1020

**AGREEMENT FOR THE PURCHASE AND SALE
OF REAL PROPERTY AND ESCROW INSTRUCTIONS**

THIS AGREEMENT is made and entered into this 28th day of Feb, 2005, by and between the Operation Life Community Development Corporation; a charitable organization, exempt under IRS 501 (C) (3) (herein the "Seller") and Ruthe Realty and/or assignees. (herein the "Buyer"), with reference to the following facts:

- A. Seller is the owner of a parcel of vacant land consisting of approximately 0.15 acres located of land located in the vicinity of Van Buren and F Street, Las Vegas, Nevada ("Property"). A Site Map of the Property depicting the site is attached hereto as Exhibit "A" designating the site as having Assessor's Parcel Number 139-27-110-037.
- B. Buyer now desires to purchase from Seller and Seller desires to sell to Buyer the Property, which is fully described in Exhibit "B".

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

1. **PURCHASE AND SALE.** Buyer shall purchase all of Seller's right, title and interest in and to the Property from Seller, pursuant to the terms of this Agreement in its "AS IS" condition.
2. **PURCHASE PRICE.** The property purchase price (herein "Purchase Price") to be paid for the Property shall be valued at Nineteen Thousand Dollars (\$19,000), all cash.
 - (a) Buyer shall deposit One Thousand Dollars (\$1,000) into escrow as earnest money (the "Deposit") on or before the opening of escrow. Buyer reserves the right to cancel the escrow created herein, for any reason whatsoever, before the expiration of the Contingency Period.
 - (b) Upon the expiration of the Contingency Period (as defined below), the Deposit shall be non-refundable. The Deposit shall be applied to the Purchase Price of the Property upon closing escrow.
 - (c) Prior to close of escrow, Buyer shall deposit into escrow the balance of the Purchase Price, Eighteen Thousand Dollars (\$18,000).
 - (d) In the event Buyer should terminate this Agreement and escrow prior to the expiration of the Contingency Period, Buyer shall notify Seller and Escrow Agent in writing. Upon receipt of Buyer's notice to terminate, the Escrow Agent shall release to Buyer the Deposit within two (2) calendar days. If no written notice is received prior to the expiration of the Contingency Period, Buyer shall be deemed to have approved or waived any and all title exceptions and contingencies, and the Deposit shall be non-refundable.

3. **TITLE TO THE PROPERTY.** The title to the Property conveyed is to be subject to easements, rights or way, restrictions, conditions and covenants of record as shown on a current Preliminary Title Report ("PTR"), copies of which PTR, along with legible copies of all exceptions to title therein, shall be provided to Buyer and Seller through escrow at Seller's expense. If Buyer does not provide written disapproval of the condition of title as indicated in the PTR to Seller and Escrow Agent within the Contingency Period, Buyer shall be deemed to have accepted such condition of the title. If Buyer submits a written objection ("Buyer's Objection") to the condition of title, Seller agrees immediately to address Buyer's objections(s) prior to the expiration of the Contingency Period. If Seller thereafter elects to disregard or fails to cure Buyer's Objections(s), Buyer may terminate this Agreement as Buyer's sole recourse, and the Deposit shall be returned to the Buyer.

4. **TITLE INSURANCE.** Seller agrees to deliver, at its expense, a California Land Title Association (CLTA) policy of title insurance, which insures that title to the Property is vested in the Buyer in the condition required by Section 5 of this Agreement.

5. **POSSESSION.** The Property shall be conveyed free of any possession or right of possession by any person except that of the Buyer, and those reflected in the PTR as approved by the Buyer pursuant to Section 3. The Seller shall convey the Property free and clear of all liens, encumbrances, assignments, taxes, and other defects except those acceptable to the Buyer.

6. **INVESTIGATION OF PROPERTY.** Seller hereby grants Buyer the right to inspect the Property to conduct such tests and investigations, at Buyer's sole expense, as Buyer deems appropriate, during the Contingency Period. Buyer agrees to indemnify, defend and hold Seller harmless from any damage to persons or property as a result of Buyer's tests and investigations on the Property.

7. **ESCROW.** The purchase and sale of the Property herein shall be consummated through an escrow to be opened with Michelle Robbins of Chicago Title of Nevada ("Escrow Agent"), located at 3980 Howard Hughes Parkway, Suite 100 Las Vegas, NV 89109. The escrow shall be deemed opened when Buyer and Seller have executed and delivered a signed copy of this Purchase and Sale Agreement and the Buyer's Deposit with the Escrow Agent. Said escrow shall be upon the usual form of instructions of the Escrow Agent for transactions of the type provided herein, except that said instructions shall incorporate all terms and provisions of this Agreement, and in addition shall provide the following:

(a) Close of escrow within thirty (30) calendar days from the opening of escrow. The Contingency Period commences the date following the opening of escrow and shall expire thirty (30) calendar days thereafter. If the expiration date of the Contingency Period or the anticipated close of escrow date falls on a holiday or weekend, the date for the closing of escrow shall be set on the next succeeding working day. However, the close of escrow shall occur no later than March 1, 2005. In

the event the Buyer is unable to close escrow on or before March 2, 2005, the Seller shall have the option of terminating the escrow and retaining the Buyer's earnest money Deposit as liquidated damages, or the Buyer may extend the close of escrow for a period not to exceed fifteen (15) calendar days for an additional earnest money deposit of \$1,000.00 into escrow, and if Buyer is unable to close escrow at the end of the 15 calendar day extension period, Seller shall have option to terminate and retain all earnest money as liquidated damages;

(b) Promptly after the opening of escrow, cause to be procured and delivered for Buyer's approval the PTR and copies of related documents referred to in Section 3;

(c) Charge the Seller the cost of the CLTA title insurance policy. All other fees and costs shall be divided in accordance with the usual practices in Clark County, Nevada;

(d) Disburse the funds and deliver the Grant, Bargain and Sale Deed and other documents related to close of escrow when the conditions of this escrow have been fulfilled by the Buyer and Seller;

(e) Record any instruments delivered through this escrow, if necessary or proper, to vest title in the Buyer in accordance with the terms of this Agreement; and

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

If escrow fails to timely close as the result of Buyer's default, the Deposit in escrow shall be paid by the Escrow Agent to Seller as damages. If escrow fails to close as result of Seller's default, Buyer shall be entitled to a full refund of its Deposit. Buyer or Seller shall be in no event subject to any liability for any other damages. The provisions of this paragraph shall be the sole remedies available to each respective party hereunder in the event of a default under this Agreement.

8. CONTINGENCIES. The purchase of the Property is contingent upon the following:

(a) Buyer's approval of the PTR as provided in Section 3.

(b) The expiration or Buyer's written waiver of the Contingency Period as described herein. Escrow Agent shall notify both Buyer and Seller in writing of the date escrow is opened, the date the Contingency Period expires, and the date escrow is to close.

9. CLOSING COSTS AND FEES.

(a) Buyers and Sellers shall each pay their own closing cost as is standard in Clark County, Nevada and so determined by the Escrow Agent.

(b) All Closing costs shall be paid at Close of Escrow.

(c) Seller agrees to pay Three (3%) percent commission to Selling agent.

(d) Buyer's agent may be contractually compensated by Buyer in addition to, but unrelated to, commissions agreed to be paid by Seller.

9.1 DISBURSEMENT OF FUNDS. Upon Close of Escrow, the Escrow Agent shall disburse the Purchase Price less Seller's share of costs of Escrow to Seller.

9.2 CLOSING STATEMENTS. Immediately after Close of Escrow, the Escrow Agent shall deliver to the Seller at the address provided in Section 11 a true, correct and complete copy of the Seller's Closing Statement, in form customarily prepared by the Escrow Agent and shall deliver to the Buyer at the address provided in Section 11 a true, correct and complete copy of the Buyer's Closing Statement, in form customarily prepared by the Escrow Agent.

10. REPRESENTATIONS AND WARRANTIES BY THE SELLER. The Seller hereby represents and warrants to the Buyer the following:

- A. As far as is known to Seller, the Seller owns the Real Property subject to the easements and exceptions set forth in the PTR, and has no knowledge of any unrecorded or undisclosed legal or equitable interest therein owned or claimed by any person, firm or corporation. The Seller has taken no action prior to the Execution of this Agreement, which would adversely affect title to the Real Property.
- B. This Agreement and all documents executed by the Seller which are to be delivered to the Buyer at the Close of Escrow are intended to be legal, valid, and binding obligations of the Seller and are enforceable in accordance with their respective terms.
- C. The Seller is not aware of any violation of any applicable laws, ordinances, rules, regulations, judgments, orders or covenants, conditions or restrictions, whether federal, state, local or private, with respect to the Property.

D. As far as it known to Seller, there are no existing actions, suits, proceedings, judgments, orders, decrees, arbitration awards, defaults, delinquencies or deficiencies pending or outstanding or threatened against the Property or Seller as relating to the Property.

10.1 REPRESENTATIONS AND WARRANTIES OF THE BUYER. The Buyer hereby represents and warrants to the Seller that this Agreement and all documents executed by the Buyer which are to be delivered to the Seller at the Close of Escrow are intended to be legal, valid and binding upon the Buyer, and that Buyer has the ability to perform its obligations of this Agreement as indicated herein.

10.2 EFFECT OF REPRESENTATIONS AND WARRANTIES. Each representation and warranty given above, respectively: (a) shall survive the Close of Escrow and not merge with the delivery of the Deed under this Agreement, (b) is material and being relied upon by the other party, (c) is true in all respects as of the date hereof, and (d) shall be true in all respects as of the Opening and Close of Escrow.

11 NOTICES. Any and all notices, demands, or other communication required or desired to be give hereunder shall be in writing and shall be validly given or made to another party if served either personally or by facsimile transmission, or if deposited in the United States mail certified or registered, postage prepaid, return receipt requested. If such notice, demand or other communication be serviced personally or by facsimile transmission, service shall be conclusively deemed made at the time of such personal service or transmission. The Notices shall be deemed received upon actual receipt. The Notices shall be directed to the parties at their respective address shown below, or such other address as either party may specify in writing to the other party in the manner described above:

SELLER: Operation Life Community Development
P.O. Box 4397
Las Vegas, NV 89127

BUYER: Ruthe Realty
901 N. Green Valley Parkway, Suite 160
Henderson, NV 89074

21. **FORCE MAJEURE.** Seller and Buyer 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.

22. **TIME OF THE ESSENCE.** Time is of the essence of this Agreement and all terms, provisions, covenants and conditions hereof.

23. **MODIFICATIONS OR AMENDMENTS.** This Agreement may not be amended or modified except by a written instrument executed by the parties hereto.

ACCEPTANCE OF OFFER TO PURCHASE

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

Date: 1/31/05 Time: _____ am/pm

BUYER:

Ruthe Realty

By:

Ronald Ruthe Sr.
RONALD RUTHE SR.

ACCEPTANCE OF OFFER TO PURCHASE

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

Date: 2/2/05 Time: _____ am/pm

SELLER:

Operation Life Community Development

By:

Georgia Jones
GEORGIA JONES

*** SEE COUNTER OFFER ***

Full Copy of Engineering, Inspection, and Survey Report, Form 101, V. 1.0, Revision 1.0, dated 10/20/2004 2:44 PM

TOTAL P. 27



GREATER LAS VEGAS ASSOCIATION OF REALTORS®

Multiple Listing Service

COUNTER OFFER

No. 1

ATTENTION: Bonnie Juniel COMPANY: Ruth Realty
(Agent) (Name)

The ☐ Offer ☒ Counter Offer made by: ☒ Seller ☐ Buyer Operation Life
(Name)

to ☐ Buy ☒ Sell the real property commonly known as: parcel # 139-27-110-037
dated: January 29, 2005 is not accepted in its present form, but the following Counter Offer
is hereby submitted:

- 1) Earnest money to be increased to \$3,000.00 and released to the seller immediately.
- 2) Close of Escrow to be on or before 3/1/05.
- 3) Earnest money to be non refundable if closing does not take place by 3/1/05.

OTHER TERMS: All other terms to remain the same as original Offer and Acceptance plus terms agreed to in Counter Offer(s) No. _____

EXPIRATION: This Counter Offer shall expire unless a copy hereof with ☒ Buyer's ☐ Seller's written acceptance is delivered to ☒ Buyer ☐ Seller or his agent by _____

Date: 02/02/2005

Georgia Jones

☐ Buyer ☒ Seller

Operation Life/ Georgia Jones Signature

Time: _____

☐ Buyer ☐ Seller

Signature

The undersigned ☐ Buyer ☐ Seller hereby: _____ accepts the Counter Offer—or— _____ rejects the Counter Offer.

Date: _____

☐ Buyer ☐ Seller

Signature

Time: _____

☐ Buyer ☐ Seller

Signature

Revised 09/03

Copyright by:
GREATER LAS VEGAS ASSOCIATION OF REALTORS®
Counter Offer

02/03/2005 08:03 7026382965

30-41E JUNE

PAGE 82



GREATER LAS VEGAS ASSOCIATION OF REALTORS

Multiple Listing Service

COUNTER OFFER

No. 1

ATTENTION: FRANK J. KELLY COMPANY: FRANK J. KELLY

(Apostrophe)

COMPANY:

Thru ☐ Office ☒ Counter Offer made by ☒ Seller ☐ Buyer

~~SECRET - EYES ONLY~~
(Name)

to ☐ Buy ☒ Sell the real property commonly known as: Parcel 9 132-27-110-037
dated: January 28, 2005 is not accepted in its present form, but the following Counter Offer
is hereby submitted:

1) Request money to be loaned to \$2,000.00 and interest to the holder immediately.

2) Class of 1949 to be on by 2/2/65

2) Hardest money to be made available if closing does not take place by 3/1/05.

OTHER TERMS: All other terms to remain the same as original Offer and Acceptance plus terms agreed to in Counter Offer(s) No. _____

EXPIRATION: This Counter Offer shall expire unless a copy hereof with ☒ Buyer's ☐ Seller's written acceptance is delivered to ☒ Buyer ☐ Seller or his agent by _____.

Date: 02/02/2004 Chandra K. Sankar
☐ Buyer ☒ Seller Operation 1156/ Georgia Jones Signature

Time: _____

Buyer	Seller	Signature

The undersigned ☒ Buyer ☐ Seller hereby: accepts the Counter Offer or rejects the Counter Offer.

Date: 2/7/05

☒ Buyer	☐ Seller	Signature

Time: 1:50 PM

☐ Buyer	☐ Seller	Signature

Revised 10/1/11

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107-107-424-234 20101010

SECRETARY OF DEFENSE

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 16, 2005

DEPARTMENT: NEIGHBORHOOD SERVICES**DIRECTOR: ORLANDO SANCHEZ**☒ **CONSENT** ☐ **DISCUSSION****SUBJECT:****REPORT FROM REAL ESTATE COMMITTEE - Councilman Wolfson and Councilman Weekly**

Approval of an Agreement for the Purchase and Sale of Real Property whereby Milan and Cindy Selakovic sell approximately 0.52 total acres of land for future housing development located in the vicinity of Jackson Avenue and H Street known as APNs 139-27-110-066 and 069 to Ruthe Realty and/or Assignees on behalf of the City of Las Vegas (City) (\$85,000 plus closing costs - General Fund) - Ward 5 (Weekly)

Fiscal Impact:

☐	No Impact	Amount:	\$85,000.00
☒	Budget Funds Available	Dept./Division:	Neigh. Svcs.
☐	Augmentation Required	Funding Source:	General Fund

PURPOSE/BACKGROUND:

The City desires to purchase property in this area to "land bank" for the future ability to develop new housing in an effort to revitalize the urban city core where vacant land is prevalent. A large portion of the existing buildings are boarded up and/or structurally unsound or are vacant and in disrepair, creating safety and health problems to the area and its residents. Over a long period of time, we hope to accumulate enough property to attract developers to build new housing.

RECOMMENDATION:

The 2/15/2005 Real Estate Committee and staff recommend approval of an Agreement for the Purchase and Sale of Real Property for \$85,000 plus closing costs.

BACKUP DOCUMENTATION:

Agreement for the Purchase and Sale of Real Property

MOTION:

REESE - APPROVED Items 3-38 and 40-52 - UNANIMOUS

Item 39: STRICKEN under separate action (see individual item)

MINUTES:

Under Item 3, COUNCILMAN WOLFSON reported that the Real Estate Committee met, and he recommended approval of the Real Estate items on the consent agenda.

(9:36 - 9:38)

1-1020

**AGREEMENT FOR THE PURCHASE AND SALE
OF REAL PROPERTY AND ESCROW INSTRUCTIONS**

THIS AGREEMENT is made and entered into this 28th day of January, 2005, by and between Milan and Cindy Selakovic (herein the "Seller") and Ruthe Realty and/or assignees. (herein the "Buyer"), with reference to the following facts:

A. Seller is the owner of two parcels of vacant land consisting of the following approximate acreage: Parcel# 139-27-110-066 containing 0.16± acres & Parcel# 139-27-110-069 containing 0.36± acres, for a total of 0.52± acres, in the vicinity of Jackson Avenue and H Street, Las Vegas, Nevada ("Property"). A Site Map of the Property depicting the parcels is attached hereto as Exhibit "A":

B. Buyer now desires to purchase from Seller and Seller desires to sell to Buyer the Property, which is fully described in Exhibit "B".

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

1. **PURCHASE AND SALE.** Buyer shall purchase all of Seller's right, title, and interest in and to the Property from Seller, pursuant to the terms of this Agreement in its "AS IS" condition.

2. **PURCHASE PRICE.** The property purchase price (herein "Purchase Price") to be paid for the Property shall be valued at Eighty-Five Thousand Dollars (\$85,000), all cash.

(a) Buyer shall deposit Two Thousand Dollars (\$2,000) into escrow as earnest money (the "Deposit") on or before the opening of escrow. Buyer reserves the right to cancel the escrow created herein, for any reason whatsoever, before the expiration of the Contingency Period.

(b) Upon the expiration of the Contingency Period (as defined below), the Deposit shall be non-refundable. The Deposit shall be applied to the Purchase Price of the Property upon closing escrow.

(c) Prior to close of escrow, Buyer shall deposit into escrow the balance of the Purchase Price, Eighty Three Thousand Dollars (\$83,000).

(d) In the event Buyer should terminate this Agreement and escrow prior to the expiration of the Contingency Period, Buyer shall notify Seller and Escrow Agent in writing. Upon receipt of Buyer's notice to terminate, the Escrow Agent shall release to Buyer the Deposit within two (2) calendar days. If no written notice is received prior to the expiration of the Contingency Period, Buyer shall be deemed to have approved or waived any and all title exceptions and contingencies, and the Deposit shall be non-refundable.

3. TITLE TO THE PROPERTY. The title to the Property conveyed is to be subject to easements, rights or way, restrictions, conditions and covenants of record as shown on a current Preliminary Title Report ("PTR"), copies of which PTR, along with legible copies of all exceptions to title therein, shall be provided to Buyer and Seller through escrow at Seller's expense. If Buyer does not provide written disapproval of the condition of title as indicated in the PTR to Seller and Escrow Agent within the Contingency Period, Buyer shall be deemed to have accepted such condition of the title. If Buyer submits a written objection ("Buyer's Objection") to the condition of title, Seller agrees immediately to address Buyer's objections(s) prior to the expiration of the Contingency Period. If Seller thereafter elects to disregard or fails to cure Buyer's Objections(s), Buyer may terminate this Agreement as Buyer's sole recourse, and the Deposit shall be returned to the Buyer.

4. TITLE INSURANCE. Seller agrees to deliver, at its expense, a California Land Title Association (CLTA) policy of title insurance, which insures that title to the Property is vested in the Buyer in the condition required by Section 5 of this Agreement.

5. POSSESSION. The Property shall be conveyed free of any possession or right of possession by any person except that of the Buyer, and those reflected in the PTR as approved by the Buyer pursuant to Section 3. The Seller shall convey the Property free and clear of all liens, encumbrances, assignments, taxes, and other defects except those acceptable to the Buyer.

6. INVESTIGATION OF PROPERTY. Seller hereby grants Buyer the right to inspect the Property to conduct such tests and investigations, at Buyer's sole expense, as Buyer deems appropriate, during the Contingency Period. Buyer agrees to indemnify, defend, and hold Seller harmless from any damage to persons or property as a result of Buyer's tests and investigations on the Property.

7. ESCROW. The purchase and sale of the Property herein shall be consummated through an escrow to be opened with Michelle Robbins of Chicago Title of Nevada ("Escrow Agent"), located at 3980 Howard Hughes Parkway, Suite 100 Las Vegas, NV 89109. The escrow shall be deemed opened when Buyer and Seller have executed and delivered a signed copy of this Purchase and Sale Agreement and the Buyer's Deposit with the Escrow Agent. Said escrow shall be upon the usual form of instructions of the Escrow Agent for transactions of the type provided herein, except that said instructions shall incorporate all terms and provisions of this Agreement, and in addition shall provide the following:

(a) Close of escrow within thirty (30) calendar days from the opening of escrow. The Contingency Period commences the date following the opening of escrow and shall expire thirty (30) calendar days thereafter. If the expiration date of the Contingency Period or the anticipated close of escrow date falls on a holiday or weekend, the date for the closing of escrow shall be set on the next succeeding working day. However, the close of escrow shall occur no later than March 1, 2005.

In the event the Buyer is unable to close escrow on or before March 2, 2005, the Seller shall have the option of terminating the escrow and retaining the Buyer's earnest money Deposit as liquidated damages, or the Buyer may extend the close of escrow for a period not to exceed fifteen (15) calendar days for an additional earnest money deposit of \$1,000.00 into escrow, and if Buyer is unable to close escrow at the end of the 15 calendar day extension period, Seller shall have option to terminate and retain all earnest money as liquidated damages;

(b) Promptly after the opening of escrow, cause to be procured and delivered for Buyer's approval the PTR and copies of related documents referred to in Section 3;

(c) Charge the Seller the cost of the CLTA title insurance policy. All other fees and costs shall be divided in accordance with the usual practices in Clark County, Nevada;

(d) Disburse the funds and deliver the Grant, Bargain and Sale Deed and other documents related to close of escrow when the conditions of this escrow have been fulfilled by the Buyer and Seller;

(e) Record any instruments delivered through this escrow, if necessary or proper, to vest title in the Buyer in accordance with the terms of this Agreement; and

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

If escrow fails to timely close as the result of Buyer's default, the Deposit in escrow shall be paid by the Escrow Agent to Seller as damages. If escrow fails to close as result of Seller's default, Buyer shall be entitled to a full refund of its Deposit. Buyer or Seller shall be in no event subject to any liability for any other damages. The provisions of this paragraph shall be the sole remedies available to each respective party hereunder in the event of a default under this Agreement.

8. CONTINGENCIES. The purchase of the Property is contingent upon the following:

(a) Buyer's approval of the PTR as provided in Section 3.

(b) The expiration or Buyer's written waiver of the Contingency Period as described herein. Escrow Agent shall notify both Buyer and Seller in writing of the date escrow is opened, the date the Contingency Period expires, and the date escrow is to close.

9. CLOSING COSTS AND FEES.

(a) Buyers and Sellers shall each pay their own closing cost as is standard in Clark County, Nevada and so determined by the Escrow Agent.

(b) All Closing costs shall be paid at Close of Escrow.

(c) Seller agrees to pay Five (5%) percent commissions to Buyers agent. No other real estate fees to be paid by Seller.

9.1 DISBURSEMENT OF FUNDS. Upon Close of Escrow, the Escrow Agent shall disburse the Purchase Price less Seller's share of costs of Escrow to Seller.

9.2 CLOSING STATEMENTS. Immediately after Close of Escrow, the Escrow Agent shall deliver to the Seller at the address provided in Section 11 a true, correct and complete copy of the Seller's Closing Statement, in form customarily prepared by the Escrow Agent and shall deliver to the Buyer at the address provided in Section 11 a true, correct and complete copy of the Buyer's Closing Statement, in form customarily prepared by the Escrow Agent.

10. REPRESENTATIONS AND WARRANTIES BY THE SELLER. The Seller hereby represents and warrants to the Buyer the following:

- A. As far as is known to Seller, the Seller owns the Real Property subject to the easements and exceptions set forth in the PTR, and has no knowledge of any unrecorded or undisclosed legal or equitable interest therein owned or claimed by any person, firm or corporation. The Seller has taken no action prior to the Execution of this Agreement, which would adversely affect title to the Real Property.
- B. This Agreement and all documents executed by the Seller which are to be delivered to the Buyer at the Close of Escrow are intended to be legal, valid, and binding obligations of the Seller and are enforceable in accordance with their respective terms.
- C. The Seller is not aware of any violation of any applicable laws, ordinances, rules, regulations, judgments, orders or covenants, conditions or restrictions, whether federal, state, local or private, with respect to the Property.
- D. As far as it known to Seller, there are no existing actions, suits, proceedings, judgments, orders, decrees, arbitration awards, defaults, delinquencies or deficiencies pending or outstanding or threatened against the Property or Seller as relating to the Property.

10.1 REPRESENTATIONS AND WARRANTIES OF THE BUYER. The Buyer hereby represents and warrants to the Seller that this Agreement and all documents executed by the Buyer which are to be delivered to the Seller at the Close of Escrow are intended to be legal, valid and binding upon the Buyer, and that Buyer has the ability to perform its obligations of this Agreement as indicated herein.

10.2 EFFECT OF REPRESENTATIONS AND WARRANTIES. Each representation and warranty given above, respectively: (a) shall survive the Close of Escrow and not merge with the delivery of the Deed under this Agreement, (b) is material and being relied upon by the other party, (c) is true in all respects as of the date hereof, and (d) shall be true in all respects as of the Opening and Close of Escrow.

11 NOTICES. Any and all notices, demands, or other communication required or desired to be give hereunder shall be in writing and shall be validly given or made to another party if served either personally or by facsimile transmission, or if deposited in the United States mail certified or registered, postage prepaid, return receipt requested. If such notice, demand or other communication be serviced personally or by facsimile transmission, service shall be conclusively deemed made at the time of such personal service or transmission. The Notices shall be deemed received upon actual receipt. The Notices shall be directed to the parties at their respective address shown below, or such other address as either party may specify in writing to the other party in the manner described above:

SELLER: Milan & Cindy Selakovic
1625 E. Fremont Street
Las Vegas, NV 89101

BUYER: Ruthe Realty
901 N. Green Valley Parkway, Suite 160
Henderson, NV 89074

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

12. APPLICABLE LAWS AND SEVERABILITY. This Agreement shall, in all respects, be governed by the laws of the State of Nevada applicable to agreements executed and to be wholly performed within the State of Nevada.
13. ENTIRE AGREEMENT. The foregoing represents the entire Agreement between the parties and no verbal statements made by any party are a part hereof unless incorporated in writing. In the event either party shall file any legal action to enforce this Agreement, each party shall bear its own costs and attorney's fees.
14. SUCCESSORS AND ASSIGNS. All of the terms and provisions contained herein shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, personal representatives, successors and assigns.
15. ASSIGNMENT. Either party shall be able to assign any of the rights or delegate any of the duties under this Agreement without the express written consent of the other party.
16. MERGER OF PRIOR AGREEMENTS. This Agreement (including the exhibits hereto) consists the final and only agreement between the parties with respect to the purchase and sale of the Property and supersedes all prior and contemporaneous agreements and understandings between the parties hereto relating to the subject matter hereof.
17. NO WAIVER. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.
18. COUNTERPARTS. This Agreement may be executed in three counterparts, each of which shall be deemed to be an original. One original will be filed with the City Clerk, one original will be delivered to buyer, and one original will be delivered to Escrow Agent. This Agreement may not be recorded in the Clark County Recorder's Office unless and until the full payment set forth in Section 2 is made to Seller.
19. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and supersedes all prior understandings or agreements between the parties.
20. SURVIVAL. The representations and warranties contained in this Agreement, and the covenants that extend beyond the conveyance of title, shall survive the recordation of any deed and shall not be deemed merged into such deed.
21. FORCE MAJEURE. Seller and Buyer 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.

23. MODIFICATIONS OR AMENDMENTS. This Agreement may not be amended or modified except by a written instrument executed by the parties hereto.

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

Date: 1/30/05 Time: _____ am/pm

BUYER:

Ruthe Realty

By:


RONALD RUTHE SR.

ACCEPTANCE OF OFFER TO PURCHASE

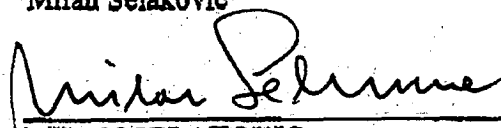
The undersigned Seller accepts the foregoing offer to purchase and agrees to sell the Property described above, on the terms and conditions stated herein, and acknowledges receipt of copy of this Agreement.

Date: 2/3/05 Time: 10:20 am/pm

SELLER:

Milan Selakovic

By:

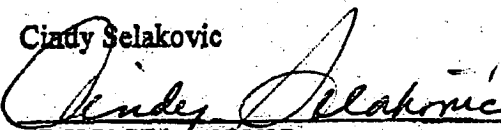

MILAN SELAKOVIC

Date: 2/3/05 Time: 10:20 am/pm

SELLER:

Cindy Selakovic

By:


CINDY SELAKOVIC

CONFIRMATION REGARDING REAL ESTATE AGENT RELATIONSHIP

This form does not constitute a contract for services

Property Address

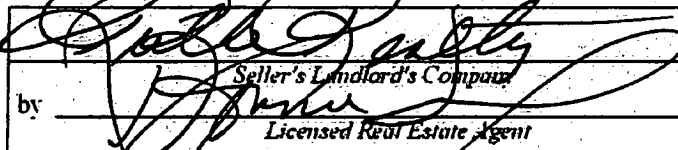
139-27-110-066/139-27-110-069, LAS VEGAS, NV 89106

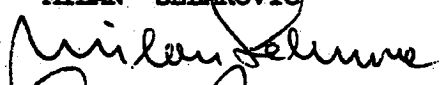
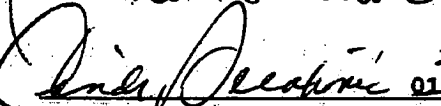
In the event any party to the real estate transaction is also represented by another licensee who is affiliated with the same Company, the Broker may assign a licensee to act for each party, respectively. As set forth within the *Duties Owed* form, no confidential information will be disclosed. This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

I/We confirm the duties of a real estate licensee of which has been presented and explained to me/us.
My/Our representative's relationship is:

_____ is the AGENT of		BONNIE JUNIEL is the AGENT of	
☐ Seller/Landlord Exclusively ②	☐ Buyer/Tenant Exclusively ③	☒ Buyer/Tenant Exclusively ③	☐ Seller/Landlord Exclusively ②
☐ Both Buyer/Tenant & Seller/Landlord ①		☐ Both Buyer/Tenant & Seller/Landlord ①	

- ① IF LICENSEE IS ACTING FOR MORE THAN ONE PARTY IN THIS TRANSACTION, you will be provided a Consent to Act form for your review, consideration and approval or rejection. A licensee can legally represent both the Seller/Landlord and Buyer/Tenant in a transaction, but ONLY with the knowledge and written consent of BOTH the Seller/Landlord and Buyer/Tenant.
- ② A licensee who is acting for the Seller/Landlord exclusively, is not representing the Buyer/Tenant and has no duty to advocate or negotiate for the Buyer/Tenant.
- ③ A licensee who is acting for the Buyer/Tenant exclusively, is not representing the Seller/Landlord and has no duty to advocate or negotiate for the Seller/Landlord.

by  _____ Seller's Landlord's Company Licensed Real Estate Agent		by  _____ RUTHE REALTY Buyer's Tenant's Company Licensed Real Estate Agent BONNIE JUNIEL	
1/31/05 _____ Date		01/28/2005 _____ Date	
Time		Time	

	01/28/2005	
Seller/Landlord	Date	Time
MILAN SELAKOVIC		
	2/3/05	10:20
	01/28/2005	10:40
Seller/Landlord	Date	Time
CINDY SELAKOVIC		

Buyer/Tenant	Date	Time
RUTHE REALTY/AND OR ASSIGNEES		
	01/28/2005	
Buyer/Tenant	Date	Time

Approved Nevada Real Estate Division
Replaces all previous editions

Ruthe Realty 1141 S Maryland Pkwy Las Vegas, NV 89104
Phone: (702) 386-2866 Fax: (702) 386-9634

Bonnie Juniel

560
Revised 4/1/99

MILAN

DUTIES OWED BY A NEVADA REAL ESTATE LICENSEE

This form does not constitute a contract for services.

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

LICENSEE: The licensee in the real estate transaction is BONNIE JUNIEL
("Licensee") whose license number is 05408. The licensee is acting for
RUTHE REALTY/AND OR ASSIGNEES.

BROKER: The broker in the real estate transaction is RONALD RUTHE, SR ("Broker"),
whose company is RUTHE REALTY ("Company").

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

Disclose to each party to the real estate transaction as soon as is practicable:

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

I/We acknowledge receipt of a copy of this list of licensee duties, and have read and understand this disclosure			
<u>Milan Selakovic</u>	<u>2/3/05</u>	<u>10:20</u>	
Seller/Landlord	Date	Time	
MILAN SELAKOVIC			
<u>Cindy Selakovic</u>	<u>2/3/05</u>	<u>10:20</u>	
Seller/Landlord	Date	Time	
CINDY SELAKOVIC			
<u>Ruthe Realty/And Or Assignees</u>	<u>01/28/2005</u>		
Buyer/Tenant	Date	Time	
RUTHE REALTY/AND OR ASSIGNEES			

Approved Nevada Real Estate Division
Replaces all previous editions

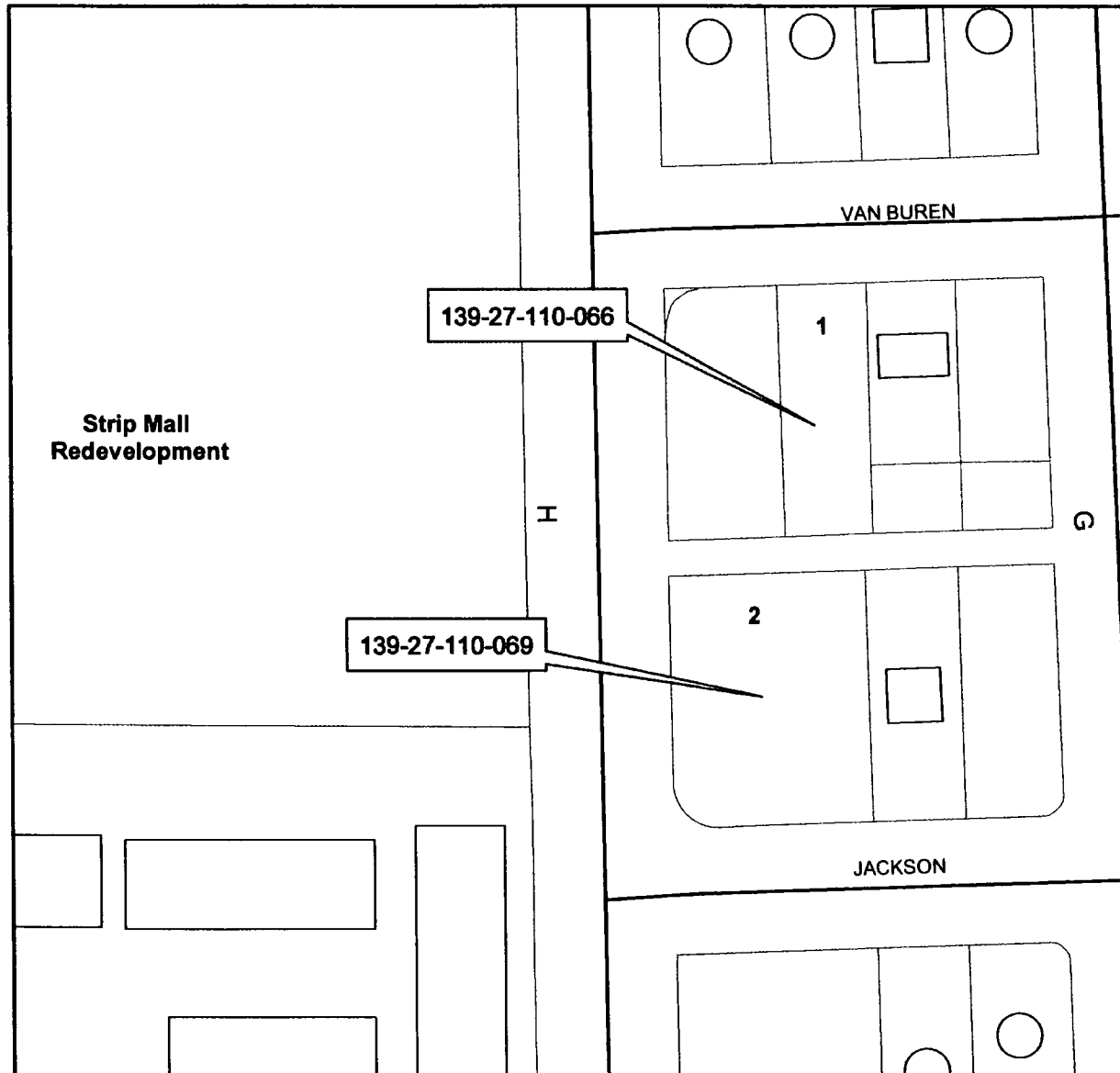
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Revised 4/1/99

Ruthe Realty 1141 S Maryland Pkwy Las Vegas, NV 89104
Phone: (702) 386 - 2866 Fax: (702) 386 - 9634

Bonnie Juniel

MILAN

Produced with ZipForm™ by RE FormsNet, LLC 18025 Fifteen Mile Road, Clinton Township, Michigan 48035, (800) 383-6805 www.zipform.com



Site Map

Legend

- Street Centerline
- Parcels
- Building Footprints
- scl_majors
- City of Las Vegas

**1. Milan & Cindy Selakovic
c/o Milan Baker Inc.
1625 E. Fremont St.
LV 89101**

**2. Milan & Cindy Selakovic
c/o Milan Baker Inc.
1625 E. Fremont
LV 89101**

Real Estate & Asset Mgmnt



2/3/05

EXHIBIT "B"

Lot Nine (9) in Block Twenty-Seven (27) of H.F.M. & M. ADDITION TO THE CITY OF LAS VEGAS, as shown by map thereof on file in Book 1 of Plats, Page 47, in the Office of the County Recorder of Clark County, Nevada.

LEGAL DESCRIPTION FOR:
ESCROW #: 05127018
APN #: 139-27-110-066

EXHIBIT "B"

Lots Three (3) and Four (4) in Block Twenty-Seven (27) of H.F.M. & M. ADDITION TO THE CITY OF LAS VEGAS, as shown by map thereof on file in Book 1 of Plats, Page 47, in the Office of the County Recorder of Clark County, Nevada.

EXCEPTING THEREFROM that portion of Lot Three (3) conveyed to THE CITY OF LAS VEGAS, as shown by Deed recorded February 25, 1999 in Book 990225, Document No. 00900, Official Records.

LEGAL DESCRIPTION FOR:
ESCROW #: 05127017
APN #: 139-27-110-069

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 16, 2005

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD GOECKE

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

REPORT FROM REAL ESTATE COMMITTEE - Councilman Wolfson and Councilman Weekly

Approval of an Agreement for the Purchase and Sale of Real Property whereby George Fowler and/or nominee sells approximately 0.15 acres of land located at 501 E. McWilliams to Priority One Commercial and/or nominee on behalf of the City of Las Vegas (City) (\$350,000 plus closing costs - Southern Nevada Public Land Management Act [SNPLMA]) - Ward 5 (Weekly)

Fiscal Impact:

☐	No Impact	Amount:	\$350,000.00
☒	Budget Funds Available	Dept./Division:	Public Works/Real Estate
☐	Augmentation Required	Funding Source:	SNPLMA

PURPOSE/BACKGROUND:

This property has been identified for acquisition for the future ability to develop land in conjunction with the Neon Bone Yard Park. Southern Nevada Public Land Management Act (SNPLMA) Funds have been appropriated to this project.

RECOMMENDATION:

The 2/15/2005 Real Estate Committee and staff recommend approval of the Agreement for the Purchase and Sale of Real Property for \$350,000 plus closing costs.

BACKUP DOCUMENTATION:

Agreement for the Purchase and Sale of Real Property

MOTION:

REESE - APPROVED Items 3-38 and 40-52 - UNANIMOUS

Item 39: STRICKEN under separate action (see individual item)

MINUTES:

Under Item 3, COUNCILMAN WOLFSON reported that the Real Estate Committee met, and he recommended approval of the Real Estate items on the consent agenda.

(9:36 - 9:38)

1-1020

AGREEMENT FOR THE PURCHASE AND SALE OF REAL PROPERTY

THIS AGREEMENT FOR THE PURCHASE AND SALE OF REAL PROPERTY ("Agreement") is made and entered into this 5th day of January, 2005, by and between Priority One Commercial and /or nominee ("Buyer") and George Fowler and /or nominee (hereinafter referred to as "Seller"), with reference to the following facts:

A. Seller is the owner of one parcel (the "Property") consisting of approximately .15 acres on which a 1,431 sq.ft. Residential Duplex building resides. The property is located at 501 E. McWilliams Ave., Las Vegas Nevada 89101. A Site Plan of the Property depicting the site is attached hereto as Exhibit "A".

B. Seller has represented to Buyer that the parcel # 139-27-812-042 is currently zoned R-E and is located in the City of Las Vegas, County of Clark, State of Nevada.

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

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

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

Purchase and Sale. The purchase price to be paid for Property and the improvements shall be Three Hundred Fifty Thousand and no/100 Dollars (\$350,000.00), all cash. Said sum shall be paid as follows: *
(The Seller shall arrange for any Tenant to vacate the Premises prior to close of Escrow).

(A.) Buyer shall deposit Ten Thousand dollars and no/100 dollars (\$10,000.00) into escrow as earnest money (the "Deposit"). Buyer reserves the right to cancel the escrow created herein, for any reason whatsoever, before the expiration of the Contingency Period.

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

(C.) Prior to close of escrow, Buyer shall deposit the balance of the purchase price, Three Hundred Forty Thousand and no/100 DOLLARS (\$340,000.00).

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

2. Escrow. The purchase and sale provided for herein shall be consummated through an escrow to be opened with Michelle Robbins at United Title of Nevada, within five (5) business days after the execution

and delivery of this Agreement. The escrow shall be deemed open when Buyer and Seller have executed and deposited signed purchase contract with the escrow company. Said escrow shall be upon the usual form of instructions of the escrow holder for transactions of the type provided for herein, except that said instructions shall incorporate all terms and provisions of this Agreement, and in addition shall provide the following:

(A) Escrow shall close within **Thirty (30)** days, from the expiration date of the contingency period. Upon the opening of escrow, the escrow officer shall set a specific date for the expiration of the Contingency Period. If the expiration date of the Contingency Period or the anticipated close, of escrow, date falls on a holiday or weekend, the date for the closing of escrow shall be set on the next succeeding working day.

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

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

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

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

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

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

(A) A **Thirty (30) days** Contingency Period as described herein. The Contingency Period shall commence on the day following the opening of escrow. Escrow shall be deemed opened for purposes hereof when escrow agent receives an original of this Agreement signed by both Buyer and Seller, and Buyer's Deposit. Escrow agent shall notify both Buyer and Seller in writing of the date escrow is opened, the day the Contingency Period expires, and the day escrow is to close. Seller hereby grants Buyer the right to enter on the Property to conduct such tests and investigations as Buyer deems appropriate. Buyer agrees to indemnify and hold seller harmless from any actual damage including any legal fees as a result of Buyer's tests and investigations during the Contingency Period on the Property or to any neighboring properties or structures. Buyer further agrees to indemnify and hold Seller harmless from any injury to persons or actual damage including any legal fees to the personal property of others, which results from the Buyer's tests and investigations during the Contingency Period. ***The Seller is to provide Buyer copies of any Lease Agreements for review.**

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

(c) The Seller has agreed to give copies of all utilities bills and trash bills that Seller pays or for any of the tenants within the building so the proper accounts may be disconnected, or transferred to Seller at closing.

(D) The Seller shall arrange for any Tenant to vacate the Premises prior to close of Escrow.

(E) This purchase is not contingent upon a property appraisal.

(F) Buyer to give Tenants Forty Eight hour notice prior to any building inspections.

(G) Buyer agrees to cooperate with Seller in an IRC 1031 exchange.

4. Offer Expiration. This offer will remain open until January 11, 2005 from receipt of this offer, at that time this offer shall be deemed revoked and the above earnest money shall be returned to Buyer's account herein on demand.

5. Broker Commissions/Disclosure. Seller represents and warrants that he has not retained or dealt with any broker with respect to this Agreement except Priority One Commercial, 4560 S. Decatur Blvd., Suite 202, Las Vegas Nevada 89103, who shall be paid through escrow a commission by Seller of 3% of the Property's gross sales price and Red Rock Realty. Buyer discloses to Seller that Buyer is a Nevada Licensed Real Estate Broker/Salesman with Priority One Commercial.

6. Notices. Any and all notices, demands, or other communications required or desired to be given hereunder shall be in writing and shall be validly given or made to another party if served, either personally or, if deposited in the United States mail certified or registered, postage prepaid, return receipt requested. If such notice, demand or other communication be served personally or by facsimile transmission, service shall be conclusively deemed made at the time of such personal service or transmission. If such notice, demand or other communication be given by mail, such shall be conclusively deemed given forty-eight (48) hours after the deposit thereof in the United States mail addressed to the party to whom such notice, demand or other communication is to be given as hereinafter set forth.

To Seller: Bob Reeve
Red Rock Canyon
9620 So. Las Vegas Blvd. Suite E-10
Las Vegas, Nevada 89123

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

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

6. Applicable Laws and Severability. This Agreement shall, in all respects, be governed by the laws of the State of Nevada applicable to agreements executed and to be wholly performed with the State of Nevada. Nothing contained herein shall be construed so as to require the commission of any act contrary to

law, and wherever there is any conflict between any provision contained herein and any present or future statute, law, ordinance or regulation contrary to which the parties have no legal right to contract, the latter shall prevail but the provision of this Agreement which is affected shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law.

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

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

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

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

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

Date: January 5, 2005 Time 2:15PM

Buyer:

Aynadi Shumay
Priority One Commercial
Its: President

ACCEPTANCE OF OFFER TO PURCHASE

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

Date: Time 6:00 am pm

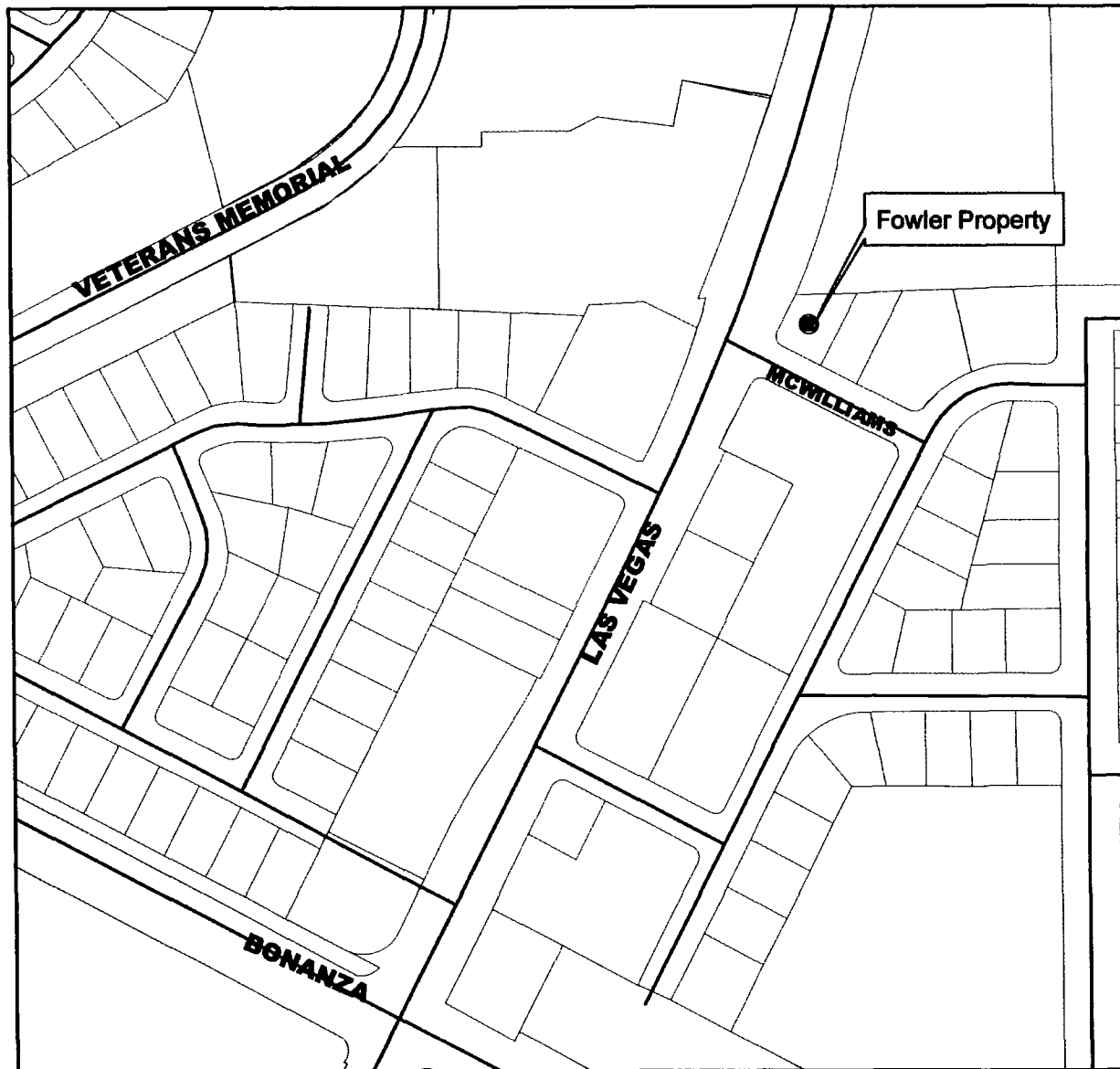
January 10, 2005

Seller:

By: George Fowler
Its: _____

WHEN PROPERLY COMPLETED, THIS IS A BINDING CONTRACT, IF NOT FULLY UNDERSTAND,

Exhibit "A"



Site Map

Legend

- Street Centerline
- Parcels
- scl_majors
- City of Las Vegas

Real Estate & Asset Mgmt



2/14/05

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 16, 2005

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD GOECKE

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

REPORT FROM REAL ESTATE COMMITTEE - Councilman Wolfson and Councilman Weekly

Approval of an Agreement for the Purchase and Sale of Real Property whereby the City of Las Vegas (City) sells approximately 0.63 acres of land located in the vicinity of Stewart Avenue and 7th Street known as APNs 139-34-512-031 through 033 to Las Vegas Police Protective Association Metro, Inc., (PPA) (\$1,200,000 revenue less closing costs - General Fund) - Ward 5 (Weekly)

Fiscal Impact:

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

PURPOSE/BACKGROUND:

The PPA indicated their desire to purchase downtown property to build a new headquarters building that would allow their association to remain centrally located. Close of escrow would be conditional upon approval of proper zoning for the project and a reversionary provision in effect if construction does not commence within a specified date.

RECOMMENDATION:

The 2/15/2005 Real Estate Committee and staff recommend approval of an Agreement for the Purchase and Sale of Real Property for \$1,200,000 revenue less closing costs.

BACKUP DOCUMENTATION:

1. Agreement for the Purchase and Sale of Real Property
2. 7/9/04 letter from PPA

MOTION:

REESE - APPROVED Items 3-38 and 40-52 - UNANIMOUS

Item 39: STRICKEN under separate action (see individual item)

MINUTES:

Under Item 3, COUNCILMAN WOLFSON reported that the Real Estate Committee met, and he recommended approval of the Real Estate items on the consent agenda.

(9:36 - 9:38)

1-1020

AGREEMENT FOR THE PURCHASE AND SALE
OF REAL PROPERTY AND ESCROW INSTRUCTIONS

THIS AGREEMENT is made and entered into this 16th day of Feb, 2005, by and between the City of Las Vegas, a municipal corporation of the State of Nevada (herein the "Seller") and Las Vegas Police Protective Association Metro, Inc. (herein the "Buyer"), with reference to the following facts:

DPR

A. Seller is the owner of three parcels of vacant land consisting of the following approximate acreage; Parcel # 139-34-512-031 containing .016± acres, Parcel # 139-34-512-032 containing 0.16± acres, and Parcel # 139-34-512-033 containing .031 acres, for a total of 0.63 acres, located in the vicinity of Stewart Avenue and 7th Street, Las Vegas, Nevada (collectively the "Property"). A Site Map of the Property depicting the parcels is attached hereto as Exhibit "A".

B. Buyer now desires to purchase from Seller and Seller desires to sell to Buyer the Property, which is fully described in Exhibit "B".

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

1. PURCHASE AND SALE.

(a) Buyer shall purchase all of Seller's right, title, and interest in and to the Property from Seller, pursuant to the terms of this Agreement.

(b) Notwithstanding anything in this Agreement to the contrary, this Agreement and Seller's obligation to sell the property to the Buyer, shall be contingent upon the approval of the City Council as required or permitted pursuant to applicable laws or procedures of the City of Las Vegas ("City Approval").

2. PURCHASE PRICE. The property purchase price (herein "Purchase Price") to be paid for the Property shall be One Million, Two Hundred Thousand Dollars (\$1,200,000), all cash to be paid as follows:

(a) Buyer shall deposit Twenty-Five Thousand Dollars (\$25,000) into escrow as earnest money (the "Deposit") on or before the opening of escrow. Buyer reserves the right to cancel the escrow created herein, for any reason whatsoever, before the expiration of the Contingency Period.

(b) Upon the expiration of the Contingency Period (as defined below), the Deposit shall be non-refundable. The Deposit shall be applied to the Purchase Price of the Property upon closing escrow.

(c) Prior to close of escrow, Buyer shall deposit into escrow the balance of the Purchase Price, One Million, One Hundred and Seventy- Five Thousand Dollars (\$1,175,000).

(d) In the event Buyer should terminate this Agreement and escrow prior to the expiration of the Contingency Period, Buyer shall notify Seller and Escrow Agent in writing. Upon receipt of Buyer's notice to terminate, the Escrow Agent shall release to Buyer the Deposit within two (2) calendar days. If no written notice is received prior to the expiration of the Contingency Period, Buyer shall be deemed to have approved or waived any and all title exceptions and contingencies, and the Deposit shall be non-refundable.

3. TITLE TO THE PROPERTY. The title to the Property conveyed is subject to easements, rights of way, restrictions, conditions and covenants of record as shown on a current Preliminary Title Report ("PTR"), copies of which PTR, along with legible copies of all exceptions to title therein, shall be provided to Buyer and Seller through escrow at Seller's expense. If Buyer does not provide written disapproval of the condition of title as indicated in the PTR to Seller and Escrow Agent within the Contingency Period, Buyer shall be deemed to have accepted such condition of the title. If Buyer submits a written objection ("Buyer's Objection") to the condition of title, Seller agrees immediately to address Buyer's objections(s) prior to the expiration of the Contingency Period. If Seller thereafter elects to disregard or fails to cure Buyer's Objections(s), Buyer may terminate this Agreement as Buyer's sole recourse, and the Deposit shall be returned to the Buyer.

4. TITLE INSURANCE. Seller agrees to deliver, at its expense, a California Land Title Association (CLTA) policy of title insurance, which insures that title to the Property is vested in the Buyer in the condition required by Section 3 of this Agreement.

5. POSSESSION. The Property shall be conveyed free of any possession or right of possession by any person except that of the Buyer, and those reflected in the PTR as approved by the Buyer pursuant to Section 3.

6. INVESTIGATION OF PROPERTY. Seller hereby grants Buyer the right to inspect the Property to conduct such tests and investigations, at Buyer's sole expense, as Buyer deems appropriate, during the Contingency Period. Buyer agrees to indemnify, defend, and hold Seller harmless from any damage to persons or property as a result of Buyer's tests and investigations on the Property.

7. CONDITIONS. In addition to the condition of prior City Approval, which is a condition precedent for the benefit of both Seller and Buyer, this Agreement and Buyer's obligation to purchase the Property is subject to the following conditions precedent for Buyer's benefit:

(a) FEASIBILITY PERIOD For a period of time beginning on the Opening of Escrow and ending on that date which is ninety days (90) days thereafter ("Feasibility Period"), Buyer and its agents and consultants shall have the right to conduct studies, analyses, investigations, and related due diligence (collectively, "Due Diligence") regarding the Property, including, but not limited to: surveys, soils testing, environmental studies, biological studies (including but not limited to tortoise studies) hydrology test, utility and design criteria, appraisals, zoning and entitlements, and the economic feasibility of Buyer's intended use and development of the Property. Buyer shall have the right to satisfy itself with respect to all such matters during the Feasibility Period in Buyer's sole and absolute discretion, and shall have the right to terminate this Agreement and Escrow as provided herein if it is dissatisfied with, or disapproves and such matters. Seller shall deliver to Buyer copies of all such work completed on the Property in Seller's possession, if any, within five (5) business days of the Opening of Escrow or within five (5) business days of receipt if received thereafter. Such Due Diligence shall be at no cost or detriment to Seller or the Property. Buyer shall be entitled to enter upon the Property to conduct any such Due Diligence pursuant to Section 6 of this Agreement. Furthermore, Seller agrees to cooperate with Buyer and Buyer's agents and consultants in conducting such Due Diligence and, if required, by signing any documents needed by Buyer to conduct the same. Buyer shall have the right at any time during the Feasibility Period to elect for any reason not purchase the Property or otherwise proceed under this Agreement. Upon delivery of written notice of such election to Seller and Escrow Holder prior to the expiration of the Feasibility Period, this Agreement and Escrow shall terminate and Escrow Holder shall return the Earnest Money Deposit to Buyer. In such case, Buyer shall be responsible for any reasonable Escrow cancellation fees. If Buyer fails to timely deliver such notice of its election to terminate this Agreement prior to the expiration of the Feasibility Period, Buyer shall be deemed to have waived the condition precedent set forth in this Section 4(A). * At the end of ninety days, Buyers earnest money will be non-refundable

(b) PRELIMINARY TITLE REPORT. As soon as possible following the opening of Escrow, Seller shall cause the Title Company to prepare and deliver to Buyer a Preliminary Title Report covering the Property, together with full and legible copies of all ancillary documents and exceptions referenced therein. The Preliminary Title Report shall be updated by the Title Company with any survey exceptions discovered by Buyer as soon as possible following completion of any said survey conducted by Buyer. Buyer shall have the right to disapprove in writing of any exceptions to coverage or other matters shown in said Preliminary Title Report (as updated by said survey, if applicable) within thirty (30) days following receipt of said Preliminary Title Report (with such time period extended with respect to any survey exceptions added after the original report is prepared). If Buyer fails to timely deliver written notice of its disapproval of any such exceptions or other matters, Buyer shall be deemed to have approved of the same. If Buyer timely delivers written notice of such disapproval Seller shall have the option of either (i) terminating this Agreement and the Escrow by written

notice to Buyer and Escrow Holder, or (ii) attempting to eliminate, remove, endorse over or otherwise satisfy Buyer, in Buyer's sole and absolute discretion, with respect to any disapproved exceptions or other matters on or before the Close of Escrow, such that the same are not shown as exceptions to coverage in the policy of title insurance to be issued in favor of Buyer at the Close of Escrow. Notwithstanding the foregoing, if Seller elects to terminate this Agreement, Buyer shall have the right to rescind its disapproval notice, and purchase the property subject to such exceptions or other disapproved matters. If Seller is unable to eliminate, remove, endorse over, or otherwise satisfy Buyer with respect to any such disapproved exceptions or other matters on or before the Close of Escrow, the shall not be a default by Seller under this Agreement, buy shall be a condition precedent for Buyer's benefit to Buyer's purchase of the Property. If such condition is not satisfied or waived in writing by Buyer, Buyer shall have the right to terminate this Agreement and the Escrow, and receive a full refund of the Earnest Money Deposit "less any reasonable Escrow cancellation fees". If Buyer elects to waive such condition in writing, Buyer shall purchase the Property subject to any such exception or matter. Any exceptions or other title matters that Buyer approves or is deemed to have approved shall be referred to in this Agreement as the "Permitted Exceptions".

(c) RE-ZONING. For a period of time beginning on the Opening of Escrow and ending on the date which is one hundred and twenty days (120) later (or upon receiving approval by the Las Vegas City Council, which ever comes first) thereafter (the "re-Zoning Period"), Buyer and its agents and consultants shall have the right to submit an application to re-zone the Property to C-1 Limited Commercial as designated by the City of Las Vegas Municipal Code or other similar classification acceptable to Buyer, and the final approval of such re-zoning by all governmental agencies and entities with jurisdiction over such matters in compliance with applicable laws and following all applicable appeals, shall be a condition precedent to Buyer's obligation to purchase the Property. Buyer shall endeavor to submit an application for such re-zoning to the applicable governmental agency or entity with jurisdiction over such re-zoning within fifteen (15) days of the Opening of Escrow. Seller's Manager of its Real Estate and Assets Management Division shall reasonably cooperate with Buyer with respect to such re-zoning and as Seller's representative, is authorized to sign any such application or other related documents on behalf of Seller and shall appear at any hearings as reasonably required provided that the same is at no cost or detriment to Seller or the Property. Buyer shall have the right to extend the Re-Zoning Period and the contingency set forth herein for two (2) consecutive periods of thirty (30) days each, provided that said extensions are necessary to complete the final re-zoning of the Property as provided herein. Buyer shall exercise said right by written notice to Seller and Escrow Holder at least five (5) business days prior to the expiration of the prior contingency period. This agreement is contingent upon approval of correct zoning of the property. If the City does not approve the proper zoning for property, then the city will refund the "Buyer" its Earnest Money with no further action by either party.

8. ESCROW. The purchase and sale of the Property herein shall be consummated through an escrow to be opened with Jennifer Reinink of Chicago Title of Nevada ("Escrow Agent"), located at 2300 W. Sahara Avenue #140, Las Vegas, NV 89102. The escrow shall be deemed opened when Buyer and Seller have executed and delivered a signed copy of this Purchase and Sale Agreement and the Buyer's Deposit with the Escrow Agent. Said escrow shall be upon the usual form of instructions of the Escrow Agent for transactions of the type provided herein, except that said instructions shall incorporate all terms and provisions of this Agreement, and in addition shall provide the following:

(a) Promptly after the opening of escrow, cause to be procured and delivered for Buyer's approval the PTR and copies of related documents referred to in Section 3;

(b) Charge the Seller the cost of the CLTA title insurance policy. All other fees and costs shall be divided in accordance with the usual practices in Clark County, Nevada;

(c) Disburse the funds and deliver the Grant, Bargain and Sale Deed and other documents related to close of escrow when the conditions of this escrow have been fulfilled by the Buyer and Seller;

(d) Record any instruments delivered through this escrow, if necessary or proper, to vest title in the Buyer in accordance with the terms of this Agreement; and

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

If escrow fails to timely close as the result of Buyer's default, the Deposit in escrow shall be paid by the Escrow Agent to Seller as damages. If escrow fails to close as the result of Seller's default, Buyer shall be entitled to a full refund of its Deposit. Buyer or Seller shall be in no event subject to any liability for any other damages, except as set forth in Section 6. The provisions of this paragraph shall be the sole remedies available to each respective party hereunder in the event of a default under this Agreement.

9. CONTINGENCIES. The purchase of the Property is contingent upon the following:

(a) Buyer's approval of the PTR as provided in Section 3.

(b) Escrow Agent shall notify both Buyer and Seller in writing of the date escrow is opened and the date escrow is to close.

(c) Approval of appropriate Re-zoning per Section 7 (c).

9.1 CONDITION SUBSEQUENT. The deed transferring the Property to Buyer shall contain an express condition subsequent, which shall not be merely a covenant, that the

Property shall be used for construction of a center to be occupied by Buyer. The Property shall revert to Seller in the event Buyer fails to begin construction of such center within six months of Buyer obtaining approval of its Site Development Plan for such center.

10. TIME OF OFFER/CONDITION PRECEDENT. Execution of this Agreement by the Buyer and delivery thereof to the Seller shall constitute an offer to buy the Property under the terms and conditions set forth herein. This Agreement does not become binding upon the Seller until approved by the City Council and signed by the Mayor of the City of Las Vegas. If this Agreement is not approved by the City Council within forty-five (45) days following the Seller's receipt of Buyer's signed original, this Agreement shall be void and the Deposit shall be returned to the Buyer, except to the extent that the Buyer shall consent in writing to further extensions of time for the authorizations, execution and delivery of this Agreement.

11. CLOSING COSTS AND FEES.

- (a) The Seller shall pay for the cost of a CLTA owner's policy of title insurance.
- (b) Buyer and Seller shall each pay their own closing cost as is standard in Clark County, Nevada and so determined by the Escrow Agent.
- (c) All Closing costs shall be paid at Close of Escrow.

11.1 DISBURSEMENT OF FUNDS. Upon Close of Escrow, the Escrow Agent shall disburse the Purchase Price less Seller's share of costs of Escrow to Seller.

11.2 CLOSING STATEMENTS. Immediately after Close of Escrow, the Escrow Agent shall deliver to the Seller at the address provided in Section 12 a true, correct and complete copy of the Seller's Closing Statement, in form customarily prepared by the Escrow Agent and shall deliver to the Buyer at the address provided in Section 12 a true, correct and complete copy of the Buyer's Closing Statement, in form customarily prepared by the Escrow Agent.

12. REPRESENTATIONS AND WARRANTIES BY THE SELLER. The Seller hereby represents and warrants to the Buyer the following:

- A. As far as is known to Seller, the Seller owns the Real Property subject to the easements and exceptions set forth in the PTR, and has no knowledge of any unrecorded or undisclosed legal or equitable interest therein owned or claimed by any person, firm or corporation. The Seller has taken no action prior to the Execution of this Agreement, which would adversely affect title to the Real Property.
- B. This Agreement and all documents executed by the Seller which are to be delivered to the Buyer at the Close of Escrow are intended to be

legal, valid, and binding obligations of the Seller and are enforceable in accordance with their respective terms.

- C. The Seller is not aware of any violation of any applicable laws, ordinances, rules, regulations, judgments, orders or covenants, conditions or restrictions, whether federal, state, local or private, with respect to the Property.
- D. As far as it known to Seller, there are no existing actions, suits, proceedings, judgments, orders, decrees, arbitration awards, defaults, delinquencies or deficiencies pending or outstanding or threatened against the Property or Seller as relating to the Property.

12.1 REPRESENTATIONS AND WARRANTIES OF THE BUYER. The Buyer hereby represents and warrants to the Seller that this Agreement and all documents executed by the Buyer which are to be delivered to the Seller at the Close of Escrow are intended to be legal, valid and binding upon the Buyer, and that Buyer has the ability to perform its obligations of this Agreement as indicated herein.

12.2. EFFECT OF REPRESENTATIONS AND WARRANTIES. Each representation and warranty given above, respectively: (a) shall survive the Close of Escrow and not merge with the delivery of the Deed under this Agreement, (b) is material and being relied upon by the other party, (c) is true in all respects as of the date hereof, and (d) shall be true in all respects as of the Opening and Close of Escrow.

13. NOTICES. Any and all notices, demands, or other communication required or desired to be give hereunder shall be in writing and shall be validly given or made to another party if served either personally or by facsimile transmission, or if deposited in the United States mail certified or registered, postage prepaid, return receipt requested. If such notice, demand or other communication be serviced personally or by facsimile transmission, service shall be conclusively deemed made at the time of such personal service or transmission. The Notices shall be deemed received upon actual receipt. The Notices shall be directed to the parties at their respective address shown below, or such other address as either party may specify in writing to the other party in the manner described above:

SELLER: City of Las Vegas
Public Works/Real Estate & Assets
400 Stewart Avenue, 4th Floor
Las Vegas, NV 89101

COPY TO: City of Las Vegas
City Attorney's Office
400 Stewart Avenue, 9th Floor
Las Vegas, NV 89101

BUYER: Las Vegas Police Protective Association Metro, Inc.
201 Las Vegas Boulevard South, Suite 200
Las Vegas, NV 89101

COPY TO: John Dean Harper, Esq.
Chief General Counsel
Las Vegas Police Protective Association Metro, Inc.
201 Las Vegas Boulevard South, Suite 200
Las Vegas, NV 89101

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

14. APPLICABLE LAWS AND SEVERABILITY. This Agreement shall, in all respects, be governed by the laws of the State of Nevada applicable to agreements executed and to be wholly performed within the State of Nevada.

15. ENTIRE AGREEMENT. The foregoing represents the entire Agreement between the parties and no verbal statements made by any party are a part hereof unless incorporated in writing. In the event either party shall file any legal action to enforce this Agreement, each party shall bear its own costs and attorney's fees.

16. SUCCESSORS AND ASSIGNS. All of the terms and provisions contained herein shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, personal representatives, successors and assigns.

17. ASSIGNMENT. Neither party shall assign any of the rights nor delegate any of the duties under this Agreement without the express written consent of the other party.

18. MERGER OF PRIOR AGREEMENTS. This Agreement (including the exhibits hereto) consists the final and only agreement between the parties with respect to the purchase and sale of the Property and supersedes all prior and contemporaneous agreements and understandings between the parties hereto relating to the subject matter hereof.

19. NO WAIVER. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor

shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

20. COUNTERPARTS. This Agreement may be executed in three counterparts, each of which shall be deemed to be an original. One original will be filed with the City Clerk, one original will be delivered to Buyer, and one original will be delivered to Escrow Agent. This Agreement may not be recorded in the Clark County Recorder's Office unless and until the full payment set forth in Section 2 is made to Seller.

21. SURVIVAL. The representations and warranties contained in this Agreement, and the covenants that extend beyond the conveyance of title, shall survive the recordation of any deed and shall not be deemed merged into such deed.

22. FORCE MAJEURE. Seller and Buyer 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.

23. TIME OF THE ESSENCE. Time is of the essence of this Agreement and all terms, provisions, covenants and conditions hereof.

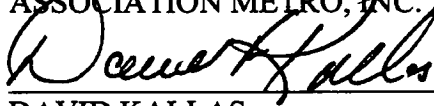
24. DISCLOSURE OF PRINCIPLES. Pursuant to Resolution R-105-99 adopted by the City of Las Vegas City Council, effective October 1, 1999, Seller warrants that is has disclosed on the form attached as Exhibit "C", all principals and partners of Las Vegas Police Protective Association Metro, Inc., as well as all persons and entities holding more than a one percent (1%) interest in Las Vegas Police Protective Association Metro, Inc., or any principal of Las Vegas Police Protective Association Metro, Inc.. Throughout the term hereof, Las Vegas Police Protective Association Metro, Inc., shall notify Buyer in writing of any material change in the above disclosure within fifteen (15) calendar days of any such change.

25. MODIFICATIONS OR AMENDMENTS. This Agreement may not be amended or modified except by a written instrument executed by the parties hereto. Upon approval of this Agreement by the City Council and after it has been fully signed and executed by all parties, the Manager of the Real Estate & Asset Management Division in conjunction with the City Clerk shall have the authority on behalf of the Seller 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 (except the deed to convey the Property, which shall be executed by the Mayor of the City) such as amendments, escrow document signature authority, adjustments to monetary revenue or

expenditures not to exceed ten thousand dollars (\$10,000), 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.

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

"Buyer" LAS VEGAS POLICE PROTECTIVE
ASSOCIATION METRO, INC.



DAVID KALLAS
EXECUTIVE DIRECTOR

2/25/05
Date

"Seller" CITY OF LAS VEGAS



OSCAR B. GOODMAN
MAYOR

Date

ATTEST:



BARBARA JO RONEMUS
City Clerk

APPROVED AS TO FORM:


2/3/05
DEPUTY CITY ATTORNEY



SITE MAP

Legend

-  PPA_Potential_Purchase
-  City of Las Vegas
-  Street Centerline
-  Parcels
-  Building Footprints

Real Estate & Asset Mgmnt.



1/31/05

EXHIBIT "B"

LEGAL DESCRIPTION FOR 139-34-512-032, -032 and -033

CITY OF LAS VEGAS/PROPERTY OWNER

POLICE PROTECTIVE ASSOCIATION METRO, INC. POTENTIAL BUYER

Bucks Subdivision, Plat Book 1, Page 15, Lots 9, 10, 11 and 12, Block 5.

The property is within the North Half of the Northeast Quarter of Section 34, Township 20 South, Range 61 East, M.D.B.M., Clark County, Nevada.

EXHIBIT "C"

JAN-13-05 16:47 FROM: OFFICE OF BUS. DEV.

ID: 702 588 3624

PAGE 3/4

CERTIFICATE - DISCLOSURE OF OWNERSHIP/PRINCIPALS
(CONTINUED)

Block 1	Contracting Entity (Name)	Block 2	Description
Las Vegas Police Protective Association		Subject Matter of Contract/Agreement	
Name METRO, Inc.			
Address 201 Las Vegas Blvd., Suite 200 LV, NV 89001			
EIN or Social Security #		23-7300177	

Block 3	Type of Business	<i>non-profit</i>
☐	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.	DAVID KALLAS, EXEC. DIRECTOR	(SAME)	702-384-8692
2.	Christopher Collins / ^{Asst.} EXEC. DIR.	"	"
3.	JOBACE MARTIN / ^{Asst. EXEC} DIR.	"	"
4.	FRED GALEY / Secretary	"	"
5.	Todd Ruwenberg / Treasurer	"	"
6.	Tom Reid / ^{Asst. EXEC} DIR.	"	"
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: 0

EXHIBIT "C"

JAN-13-05 16:48 FROM:OFFICE OF BUS. DEV.

ID:702 588 3624

PAGE 4/4

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.

David Hall

Name

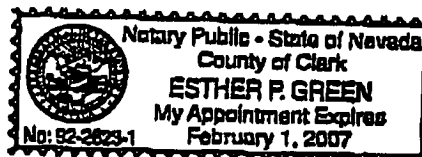
1-14-05

Date

Subscribed and sworn to before me this 14th
day of

January 2004.Esther P. Green

Notary Public



Las Vegas Police Protective Association Metro, Inc.

DETECTIVE DAVID F. KALLAS
EXECUTIVE DIRECTOR

TECTIVE MICHAEL "MICK" GILLINS
ASST. EXECUTIVE DIRECTOR

DETECTIVE CHRIS COLLINS
ASST. EXECUTIVE DIRECTOR

DETECTIVE TODD ROSENBERG
TREASURER



OFFICER GEORGE MARTIN
SECRETARY

DETECTIVE FRED GALEY
INSURANCE LIAISON

JOHN DEAN HARPER
CHIEF GENERAL COUNSEL

KATHRYN A. WERNER
GENERAL COUNSEL

VIA FACSIMILE 384-0527
and U.S. POSTAL SERVICE

July 9, 2004

Mr. David Rourke
Manager of Real Estate and Asset Management
City of Las Vegas
400 East Stewart Avenue, Fourth Floor
Las Vegas, Nevada 89101

RE: Potential Purchase of 501 South Fourth Street, Las Vegas, Nevada 89101
Parcel #139-34-303-002

Dear Mr. Rourke:

I am the Chief General Counsel for the Las Vegas Police Protective Association Metro, Inc. The purpose of this correspondence is to notify the City of Las Vegas of our desire to purchase the above named parcel.

Our Association has previously sold its building housing our office and is currently renting space Downtown. The Association is interested in being centrally located and would like to purchase the above parcel to build a new headquarters building and potentially rent out space to other law enforcement or labor associations. It is our understanding that the above property is redevelopment property and this issue must be brought before the City Council to get approval to negotiate. We would ask that this matter be brought before the Las Vegas City Council in order to begin negotiations. If you need any further assistance or have any further questions please feel free to contact me. I thank you in advance for your assistance.

Sincerely,


John Dean Harper, Esq.
Chief General Counsel

JDH:epg

pc: David Kallas, Executive Director

201 LAS VEGAS BLVD. SOUTH, SUITE 200 • LAS VEGAS, NEVADA 89101 • (702) 384-8692 • FAX (702) 384-7989

MEMBER INTERNATIONAL UNION OF POLICE ASSOCIATIONS, AFL/CIO

Email: lvppa@aol.com - Website: www.lvppa.com

CITY OF LAS VEGAS
PUBLIC WORKS
REAL ESTATE
2004 JUL 13 P 1:36

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 16, 2005

DEPARTMENT: ADMINISTRATIVE

DIRECTOR: ELIZABETH FRETWELL

☐ **CONSENT** ☒ **DISCUSSION**

SUBJECT:

ADMINISTRATIVE:

Report and possible action concerning the status of 2005 legislative issues

Fiscal Impact:

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

PURPOSE/BACKGROUND:

Staff will report on pending legislation of the 2005 Nevada State Legislature.

RECOMMENDATION:

It is recommended that the City Council accept report and direct staff, if necessary.

BACKUP DOCUMENTATION:

Submitted after meeting: hardcopy of PowerPoint regarding Property Tax Relief

MOTION:

REESE - APPROVED as recommended - UNANIMOUS

MINUTES:

DEPUTY CITY MANAGER FRETWELL reported that close to 1,200 bill drafts have been made to date, leaving quite a workload for the three-member City team and the two lobbyists currently in Carson City. The City is tracking about 26 of the 55 Assembly Bills that have been introduced and about 28 of the 60 Senate Bills. After a presentation to the Assembly Government Affairs Committee, it has become evident that the property tax issue is dominating the legislative debate. Staff is monitoring the joint set of hearings that are occurring between Senate Taxation and Assembly Growth and Infrastructure committees, which are hearing testimony from various entities.

DEPUTY CITY MANAGER FRETWELL continued and gave an account on various bills of interest to the City.

- Assembly Bill 40 is being lead by Sheila Lesley to provide funding for the community triage center. The City has invested close to \$1 million in the triage center and hopes to have the State as a partner.
- A bill has been introduced to extend the deadline for the Las Vegas Metropolitan Police Department to officially submit its budget.
- The City's Assembly Bill 31, which is related to keeping certain records confidential for Leisure Services clients, has been introduced but not yet scheduled for a hearing.
- North Las Vegas has requested a bill to allow video/digital equipment to monitor and be used in the efforts of traffic enforcement.

CITY COUNCIL MEETING OF: FEBRUARY 16, 2005

MINUTES - Continued:

- Senate Bill 20, sponsored by Senator Hardy, will change the composition of the Clark County Fair and Recreation Board. It would modify the membership to add a seat from Mesquite, while preserving the seat for Boulder City so that both entities could appoint a full-time board member.

- Action was taken earlier in the week on Senate Joint Resolution II, which urged Congress to reject the federal government's attempt to divert SNPLMA (Southern Nevada Public Land Management Act) sales funds from Nevada to the federal government.

DEPUTY CITY MANAGER FRETWELL indicated that this legislative session is gearing up slowly. She noted the City's bill on homeland security has not been drafted or released and staff is monitoring it. She then deferred to MARK VINCENT, Director, Finance and Business Services, who gave a PowerPoint presentation, a copy of which is made a part of the minutes, to update the Council on the property tax issue, the forms of relief that have been discussed, and the City's assessed impact to the locals.

Regarding SNPLMA funds, COUNCILMAN MACK stated that the City has done a wonderful job in utilizing these funds. He would hate to see the President take that away. He offered his assistance to support the City's efforts in retaining SNPLMA funding, perhaps even endorsing a resolution. DEPUTY CITY MANAGER FRETWELL indicated that staff would be happy to draft a resolution for the Council's consideration.

COUNCILMAN MACK questioned the status of a bill dealing with the protection of sensitive information from people that pay bills online. DEPUTY CITY MANAGER FRETWELL indicated that a bill has not been introduced, but staff is monitoring it and will support it. Staff intends to use some of the examples COUNCILMAN MACK previously shared with her during testimony.

DEPUTY CITY MANAGER FRETWELL interjected that staff is trying to set up a meeting in March with the Southern Nevada Regional Planning Coalition elected officials to discuss the tax issue, which is very pressing. Movement at the legislature in April, at the latest, is necessary in order to get the tax rolls out and the City's tax rates established. The City has received some criticism for not saying much on the issue. Staff has mainly conducted a tremendous amount of research. After the meeting in March, the Council might be able to direct staff on formulating a resolution.

NOTE: MAYOR GOODMAN stressed that Mayors from all over are very concerned about the President's desire to divert funds that have traditionally been earmarked for CDBG (Community Development Block Grant) funding. He asked DEPUTY CITY MANAGER FRETWELL to closely monitor any activity on CDBG funding, because it is very important to the City. DEPUTY CITY MANAGER FRETWELL indicated that a presentation would be made about the effectiveness of City programs funded through CDBG. MAYOR GOODMAN added that he wants a breakdown he can present at the Conference of Mayors and also make it part of the record for his presentation to Mayors at the White House.

NOTE: MAYOR GOODMAN directed CITY MANAGER SELBY to be thoroughly prepared for the meeting in March. This is going to be a historical occasion. The constituents deserve a solution that is fair and alleviates what is taking place with the increase in property taxes. He suggested that any

CITY COUNCIL MEETING OF: FEBRUARY 16, 2005

MINUTES - Continued:

proposed solution must be balanced between the property owner's need for relief from increasing land values and the local governments' need for reasonable revenue growth to sustain necessary public services. It is very important to provide relief without disturbing City growth and redevelopment efforts. He requested the presentations be kept simple and to the heart of all the issues.

(9:51 - 10:35)

1-1593

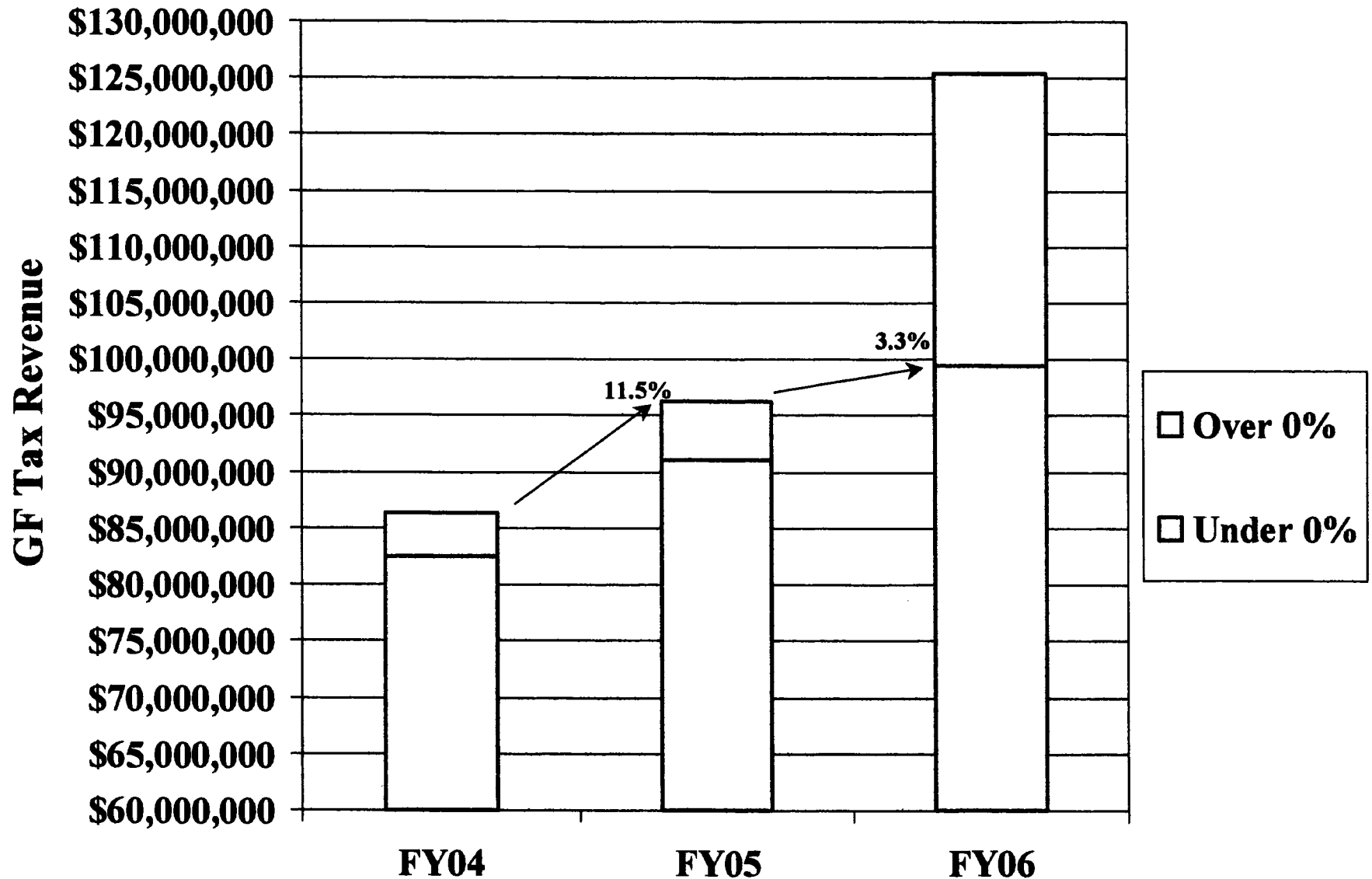
The seal of the City of Las Vegas, Nevada, is a circular emblem. It features a central illustration of the New Strip Tower, a tall, slender skyscraper. To the left of the tower is a smaller building, and to the right is a palm tree. The sun is rising behind the tower, with rays emanating from it. The words "CITY OF LAS VEGAS" are arched across the top of the seal, and "NEVADA" is arched across the bottom. The entire seal is enclosed in a double-lined circular border.

Property Tax Relief

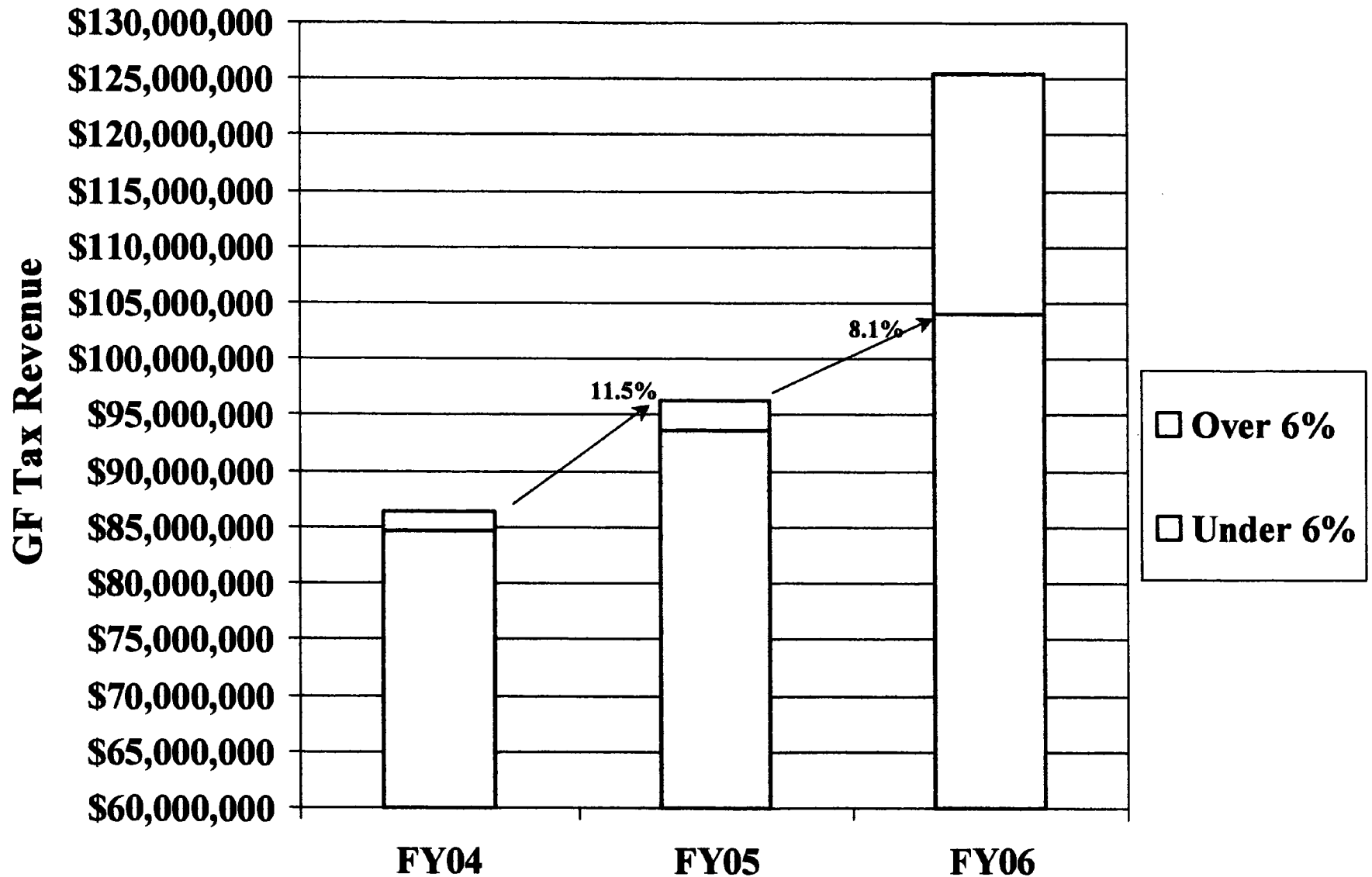
February 16, 2005

2/16/05
cc: Mr. #53

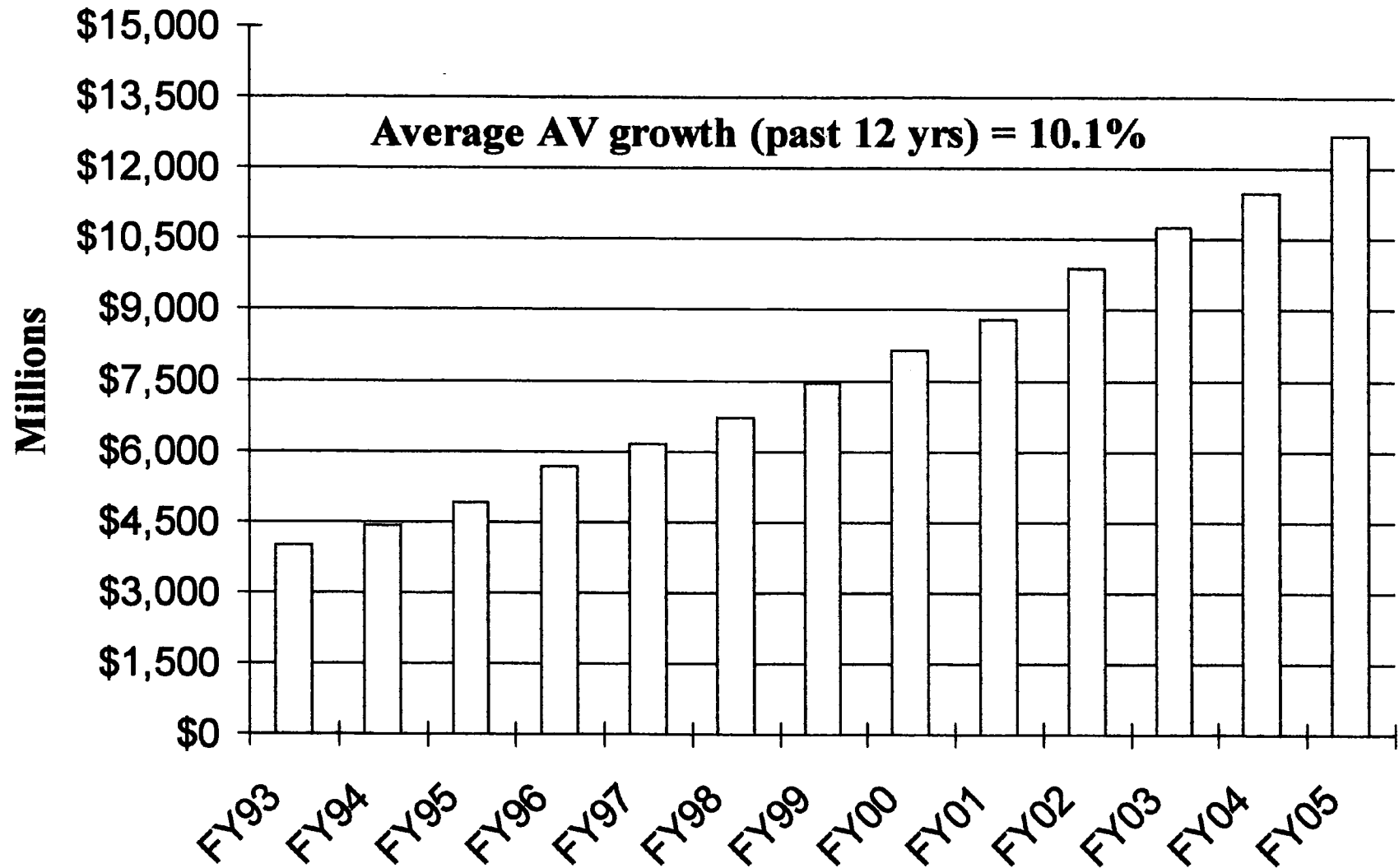
0% (“Freeze”) Proposal



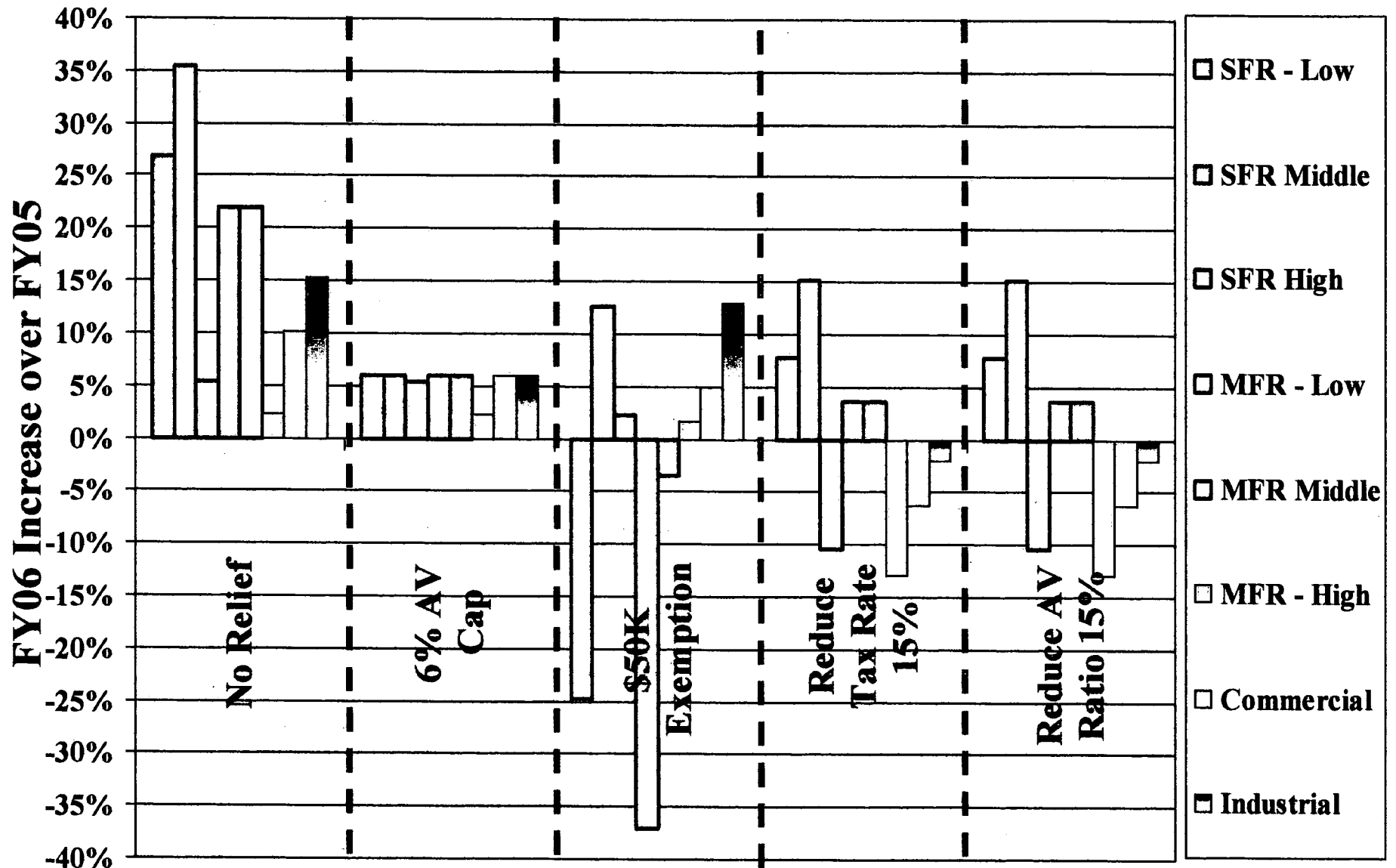
Schofield's 6% Proposal



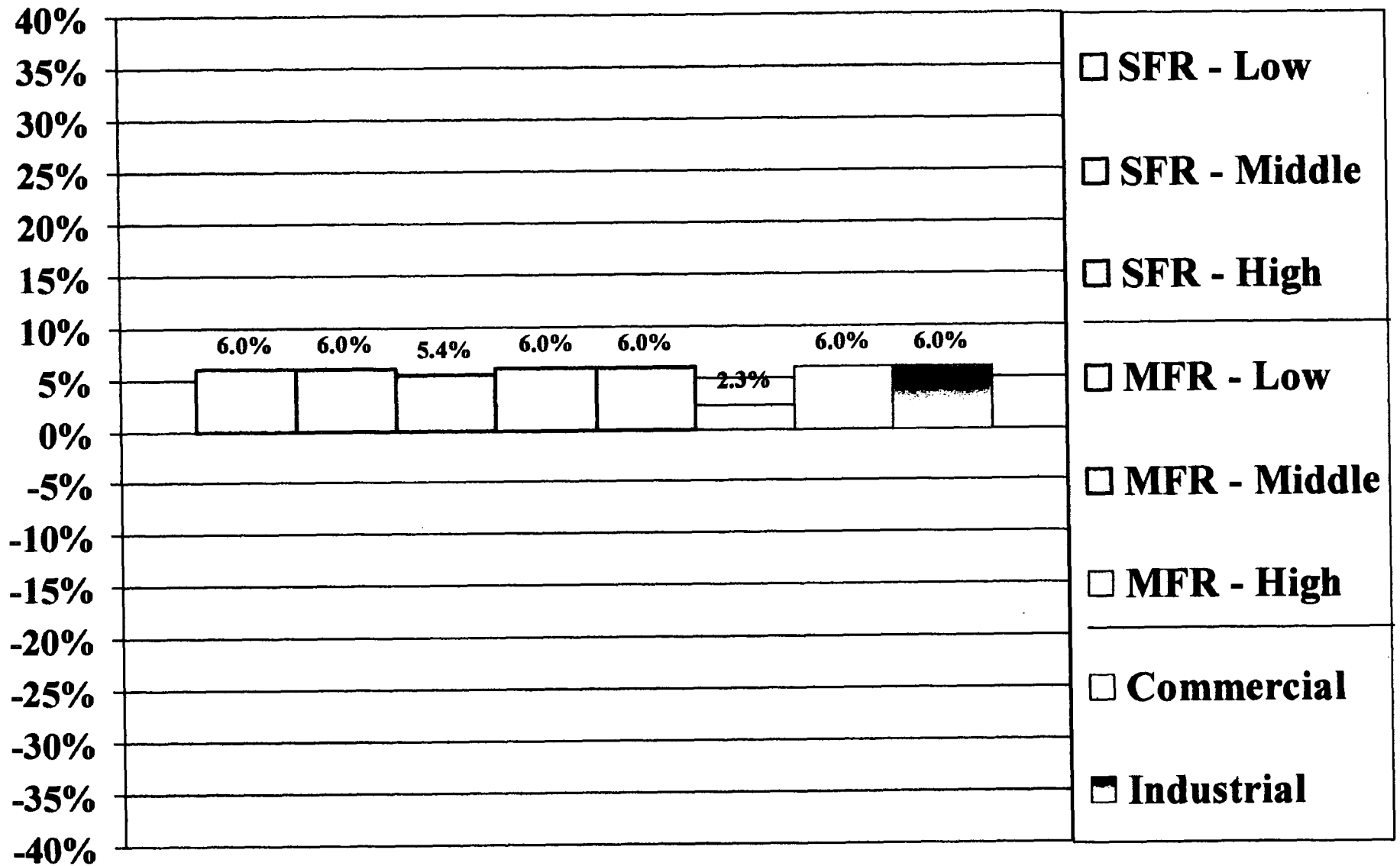
Las Vegas Assessed Value



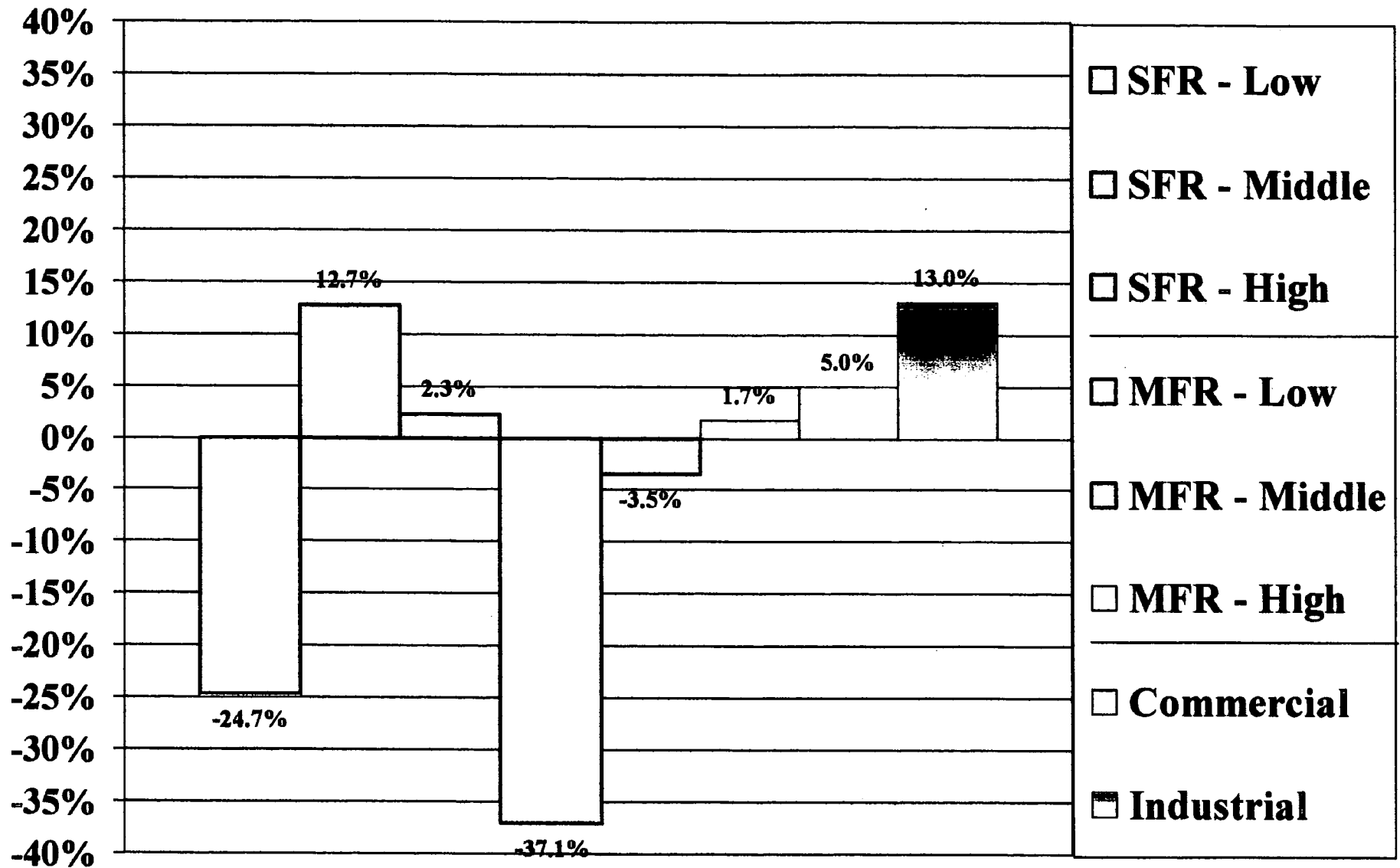
Sample Effects of Prop Tax Relief Methods



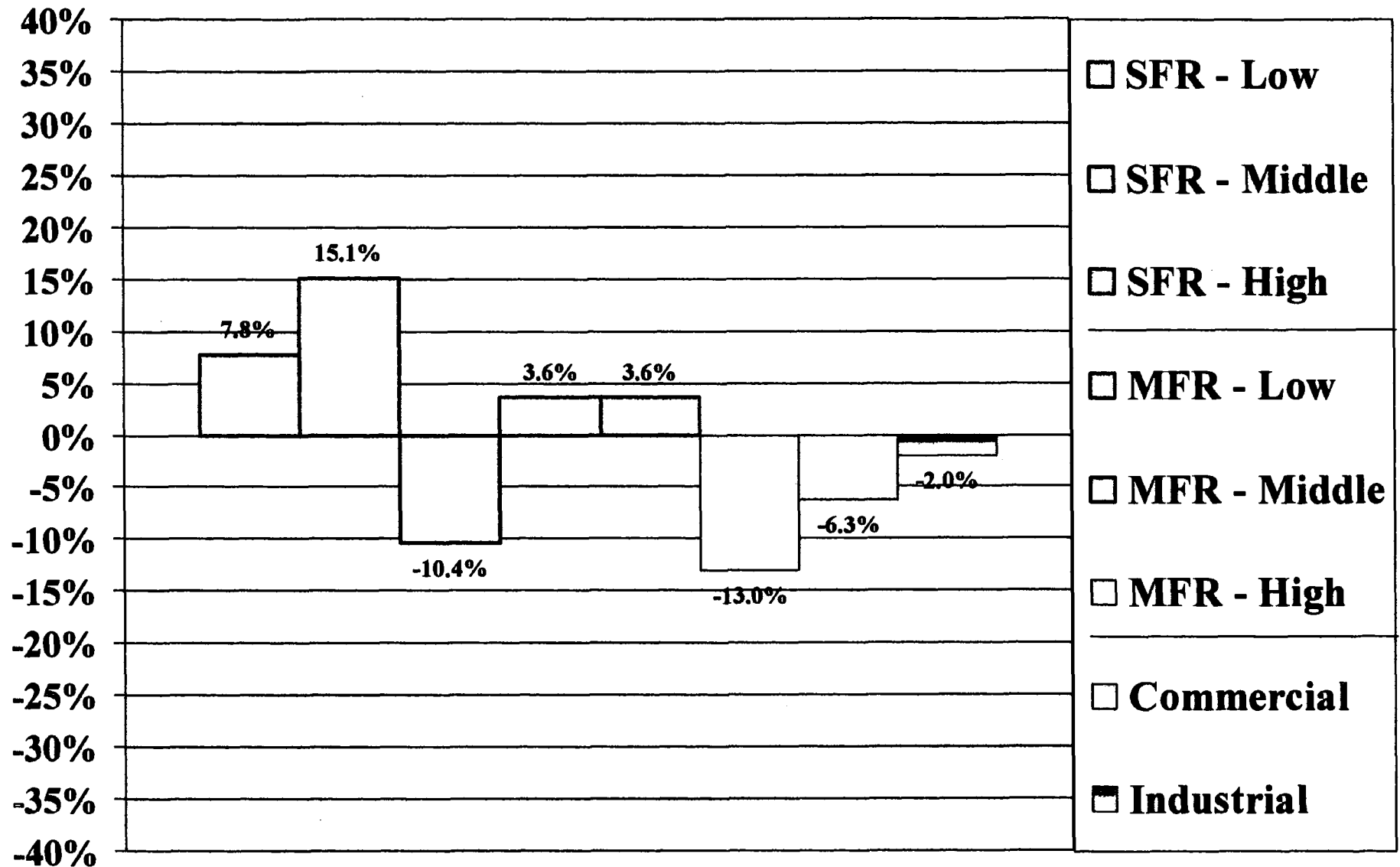
Tax Growth with 6% Cap



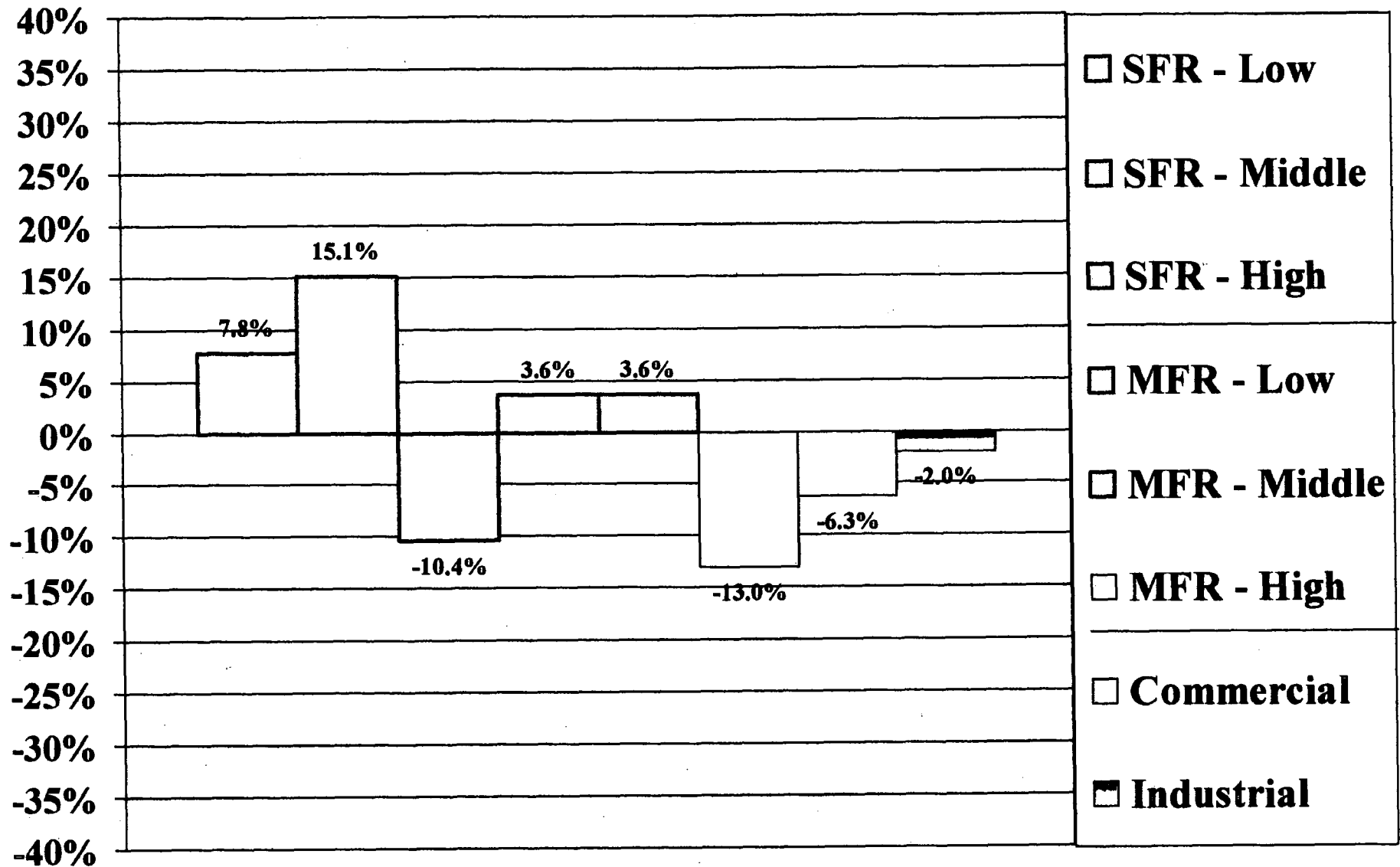
Tax Growth with \$50,000 Exemption



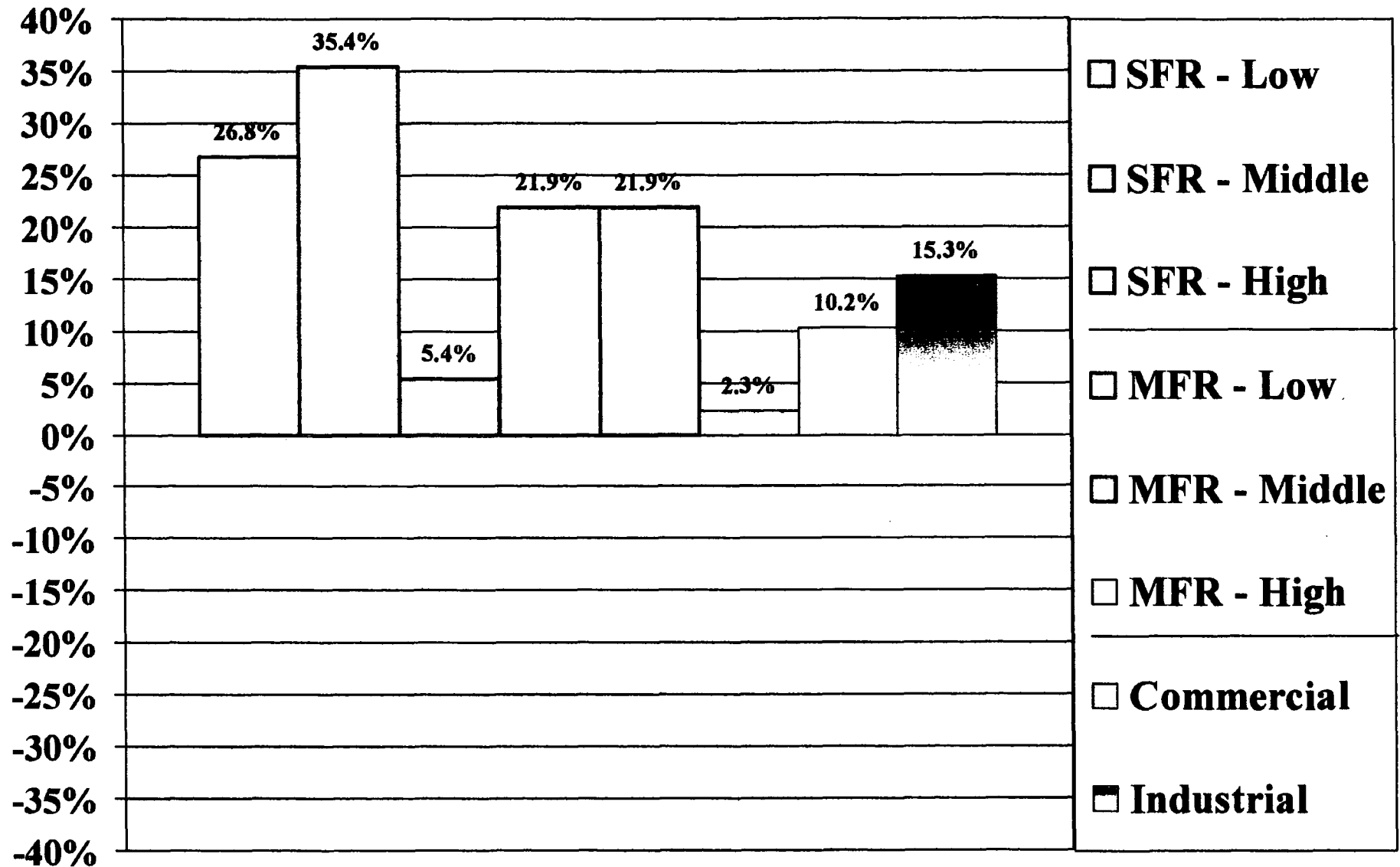
Tax Growth with 15% AV Ratio Reduction



Tax Growth with 15% Tax Rate Reduction



Tax Growth without Relief



Taxable Value Exemption

- Even those with no AV increase benefit
- Might need to be indexed
- If applied to all parcels, low-value properties will benefit the most
- Higher value parcels will benefit the least
- If applied on economic hardship basis, relief is targeted to those who need it

Reduction / Cap in AV

- Hurts northern counties by retarding their ability to recover from years of declining AV
- Needs to address 5-yr Reappraisal cycle of all other counties
- Benefits those with highest AV growth
- May be regressive impact by penalizing older, less valuable property

Reduction in AV Ratio

- Similar effect as a tax rate reduction, except it would be applied state-wide and be very detrimental to northern counties

Overlapping Tax Rate

<u>Tax District</u>	<u>Dist #</u>	<u>Rate/\$100 AV</u>
State	10	.1700
State Indigent	10	.0150
Combined CCSD	20	1.3034
County Operating	100	.4370
County Co-Op Extension	100	.0100
County Capital Projects	100	.0500
County Med Assistance to Indigent	100	.1000
County Family Court	100	.0192
County Debt Service	100	.0340
LV Operating	200	.6765
LV Fire Safety	200	.0950
LV Debt Service	200	.0077
Artesian Basin	305	.0016
LVMPD Manpower	306	.2800
LVMPD 911 System	307	.0050
Library District Operating	308A	.0743
Library District Debt Service	308B	<u>.0215</u>
OVERLAPPING RATE		3.3002

Reduction in Rates

- 60% of rates are set in Statute or by ballot vote (difficult to address taxpayers' concerns)
- Even those with no AV increase benefit
- Those with highest AV growth will benefit the least
- Somewhat adjustable county-by-county

Property Tax Calculation

Taxable Land (market value)	\$ 75,000
Taxable Improvements (10-yrs old) (\$175,000 replacement cost less 15% depreciation)	<u>\$ 148,750</u>
Total Taxable Value	\$ 223,750
Assessed Value Ratio	<u>x 35%</u>
Assessed Value	\$ 78,313
Tax Rate per \$100/AV	<u>x 3.30</u>
Taxes	\$ 2,584

Tax Dilemma

- Skyrocketing AV growth is localized in So. Nevada (8 of the 17 counties have experienced negative AV).
- Not all parcels are impacted equally.
- Nevada Constitution requires tax be uniform and equal (special laws cannot be enacted for specific counties).
- Are FY06 land values in Clark Co. an aberration or a systemic problem.

The seal of the City of Las Vegas, Nevada, is a circular emblem. It features a central illustration of the New York-New York Hotel & Casino skyline, including replicas of the Empire State Building and the Flamingo Las Vegas. The words "CITY OF LAS VEGAS" are arched across the top, and "NEVADA" is arched across the bottom. The date "February 16, 2005" is printed below the main title.

Property Tax Relief

February 16, 2005

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 16, 2005

DEPARTMENT: ADMINISTRATIVE

DIRECTOR: ELIZABETH FRETWELL

☐ **CONSENT** ☒ **DISCUSSION**

SUBJECT:

ADMINISTRATIVE:

ABEYANCE ITEM - Report and possible action on the 2005 Federal Action Plan

Fiscal Impact:

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

PURPOSE/BACKGROUND:

Last year the Council approved a federal legislative agenda that outlined priority areas. Staff will provide an outline of the city's 2005 Federal Action Plan.

RECOMMENDATION:

It is recommended that the City Council approve the 2005 Federal Action Plan and direct staff accordingly.

BACKUP DOCUMENTATION:

Submitted at meeting: document titled City of Las Vegas 2005 Federal Legislative Agenda - FY 2006 Appropriations Priorities

MOTION:

REESE - APPROVED as recommended - UNANIMOUS

MINUTES:

DEPUTY CITY MANAGER FRETWELL outlined the City of Las Vegas 2005 Federal Legislative Agenda, a copy of which was submitted for the minutes.

NOTE: Regarding the Helicopter Routes in Redevelopment Areas Legislative Position Statement, COUNCILMAN REESE indicated that SENATOR HARRY REID requested he be contacted and updated on this matter. COUNCILMAN REESE also commented that he also has concerns about tours in the areas of Sahara and Charleston.

(10:35 - 10:42)

1-3718

CITY OF LAS VEGAS
2005 FEDERAL LEGISLATIVE AGENDA

FY 2006 Appropriations Priorities

- The City of Las Vegas has acquired the historic Post Office located in downtown Las Vegas with the intention of transforming it into a cultural facility/museum. It is estimated that the cost to rehabilitate the building will be approximately \$30,000,000. **The City seeks \$1,000,000 for Post Office rehabilitation.**
- The City has developed neighborhood master plans for Flood Control throughout the City. Two projects, the Jay Street Channel and O'Bannon Storm Drain, are needed to protect businesses and older residences. Since 1997, the City has experienced destructive flooding and poor drainage in these areas. During the storms of July 1999 and August 2003, older homes experienced major flood damage due to the lack of adequate flood control in these neighborhoods. The proposed Jay Street system would be designed as an open channel to collect the storm flows, which would eliminate the major flooding. The construction of a 48-inch storm drain on O'Bannon will alleviate many of the drainage problems that this area has suffered. **The City requests \$1,000,000 for these Flood Control projects.**
- The City created the EVOLVE Program in 2002 as a result of the numerous barriers ex-offenders face as they reenter society. The program's goal is to assist ex-offenders in securing and retaining employment. The program seeks to increase public safety, reduce recidivism, improve the workforce in Southern Nevada and promote self-sufficiency. EVOLVE is based on a continuum of care approach providing accessible intensive case management, education, and training in a viable trade in order to secure livable wage employment. Initial findings from an independent evaluation conducted by the University of Nevada Reno (UNR) shows a 10% recidivism rate for ex-felon EVOLVE participants compared to the national average of 43%. While the EVOLVE Program is currently dedicated to serve ex-offenders, these services can be expanded to work with chronic inebriates, homeless and mentally unstable individuals that overburden our local judicial and jail systems, mental health providers and hospitals. **The City seeks \$500,000 to continue and expand the EVOLVE Program.**
- The City seeks to begin the planning and design process for a Regional Public Safety Training Center similar to the facility in Northern Nevada, which is owned by Washoe County and managed by the Truckee Meadows Community College. It is anticipated that the facility would be for multi-jurisdictional use and include administrative and classroom space, a burn building, emergency vehicle training course and other public safety training components. **The City seeks \$1,000,000 to fund the preliminary planning and design of the Regional Public Safety Training Center.**

**CITY OF LAS VEGAS
2005 FEDERAL LEGISLATIVE AGENDA**

TRANSPORTATION REAUTHORIZATION

- The City will continue to work with the Regional Transportation Commission (RTC) and NDOT to determine many of the transportation priorities for the reauthorization of The Transportation Equity Act of the 21st Century this year. The RTC board has voted that that top priority for roadway funds, and NDOT has concurred, should go to the Las Vegas Beltway Interchanges at, in order of priority, US 95 and the Beltway in Northwest Las Vegas, I-15 and the Beltway in North Las Vegas, Summerlin Parkway and the Beltway in Las Vegas and the Airport Connector Interchange and the Beltway on the southern segment.
- The City also encourages the delegation to include authorization of the City's interchange priorities as high priority projects. This includes \$22,500,000 for the Horse Drive/US 95 Interchange Project and \$55,000,000 for the Martin Luther King Boulevard/Industrial Road Connector Project.
- Other priority projects include: US 95 widening between Craig to State Route 157, Grand Teton Overpass on US 95, Grand Canyon/Iron Mountain Overpass on US 95, Spaghetti Bowl improvements Phase 3A and Phase 3B, and city wide mass transit systems.
- The City supports the City Center Intermodal Transportation Terminal.
- During the last attempt to reauthorize TEA 21 in the 108th Congress, language was included in both chambers' versions of the bill to allow the federal government to preempt state and/or local government's management and control of the public rights of way for the deployment of a privately owned and operated intelligent transportation system on highways on which federal funds have been used. This language essentially allows the US Secretary of Transportation to execute a "takings" of rights of way under state and/or local control for the benefit of a private entity. The City opposes language that would create a troubling precedent in allowing the federal government to pre-empt state and local government's authority over rights of way.
- The City supports seeking funding for the construction of the Nevada California High Speed Rail line.
- The City supports funding to allow Amtrak to upgrade the tracks from Las Vegas to Los Angeles.
- The City supports the creation of a "small starts" category for downtown circulator projects.
- The City opposes efforts to expand the length or weight of triple trailer trucks.

**CITY OF LAS VEGAS
2005 FEDERAL LEGISLATIVE AGENDA**

- The City supports and advocates the extension of a fixed guideway (e.g. monorail) into the downtown area to support the downtown redevelopment efforts.
- The City will continue to pursue preserving the five earmarks totaling \$15,362,528 and the two pending earmarks totaling \$26,568,654 for a downtown fixed guideway.

PUBLIC LANDS

SOUTHERN NEVADA PUBLIC LANDS: The passage of the Southern Nevada Public Lands Management Act of 2002 (SNPLMA) provided the City with an opportunity to continue to support its growth and development through the provision of lands for development and funding to support needed Parks, Trails and Natural Areas in response to that growth. The City supports increasing flexibility in land disposals to encourage economic development diversification and affordable housing and provide more local government involvement throughout the process. The City also supports greater flexibility in the development and management of public facilities developed through the Recreation and Public Purposes Act and/or funded through the SNPLMA. The City opposes any attempt by the federal government to divert proceeds from the SNPLMA land sales from Nevada.

- The City seeks authorization to use private contractors to manage City-owned facilities located on lands acquired by the City through (a) the Recreation and Public Purposes Act (R&PP) and (b) the Parks, Trails and Natural Areas (PT&NA) funding category of the Southern Nevada Public Land Management Act (SNPLMA).
- The City requests that the BLM be directed to transfer title to certain public lands patented through the R&PP process to the affected local governmental entities in order to address federal restrictions and regulations concerning the operation and maintenance of those facilities.
- The City supports congressional legislation that authorizes the U.S. Fish and Wildlife Service to transfer title to surplus property located in the southeast quadrant of the intersection of Decatur Boulevard and Vegas Drive to the City of Las Vegas for use as a park.
- The City supports amending SNPLMA to authorize funding and land availability for the development of affordable housing.
- The City supports amending the SNPLMA to allow the use of special account funds for the maintenance of PT&NA funded projects.
- The City supports amending the SNPLMA to include the use of special account funds for the development of capital improvement projects directly related to public recreational facilities within PT&NA funded projects.

**CITY OF LAS VEGAS
2005 FEDERAL LEGISLATIVE AGENDA**

- The City seeks the development of a legislative proposal authorizing the disposal of public land for economic development purposes.

LEGISLATIVE PRIORITY ISSUES

- **CDBG FUNDING/ DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT RE-ORGANIZATION:** The City opposes funding cuts to key housing and urban development programs such as the Community Development Block Grant, HOME, brownfields redevelopment and other programs. These are essential tools for funding basic affordable housing and community development projects in the City. Further, the City opposes Administration proposals to move some of the economic development and job training functions of the Department of Housing and Urban Development to other departments such as Commerce and Labor.
- **BUDGET CUTS:** The City urges Congress, in the FY2006 budget and appropriations process, to continue level funding for key local government programs in the areas of housing, economic and community development, law enforcement and environmental programs.
- **RAIL /TRUCK SAFETY:** The City is concerned about the movement of hazardous materials by rail or truck through the City since city officials would be responsible for emergency response in the event of an incident or a spill. The City is also concerned that the railroads often store railcars within the City limits. The City will pursue federal policies that require prior notification of the movement of hazardous materials by truck or rail through the city as well as notification if hazardous materials are being stored on railcars within the City limits.
- **HOMELAND SECURITY:** The City supports direct local funding for domestic security needs and first responder funds to cities based upon population and risk of terrorist attack. The City encourages the Department of Homeland Security to mandate Project 25 suite of standards for interoperable radio communications. The City also urges Congress and the Department of Homeland Security to fully fund rail security efforts and give cities the ability to participate in decisions made by rail roads re routing and parking of rail cars transporting hazardous materials.
- **CABLE MODEM ISSUES:** Federal law concerning the proper classification of cable modem service and, thus, a local government's authority to regulate such service, is in a state of flux. The FCC and the 9th Circuit U.S. Court of Appeals have issued contradictory rulings as to how cable modem service should be classified and regulated. Until Federal law is settled, local governments effectively have no ability to regulate cable modem service or to receive compensation for the use of their rights-of-way in providing such service. The City supports continuing appeals before the 9th Circuit and the U.S. Supreme Court to clarify that modem service is a "cable service" for purposes of

**CITY OF LAS VEGAS
2005 FEDERAL LEGISLATIVE AGENDA**

regulation by local governments. The City also supports continued participation in FCC rulemakings concerning both cable modem service and digital subscriber line (DSL) service, a competitive broadband service offered by telephone providers, to clarify that local governments are entitled to compensation for the use of their rights-of-way in order to provide modem and DSL service.

- **VoIP:** The City opposes legislation that would remove state and local control, as well as their ability to levy taxes, from VoIP provided telephone services. State and local governments protect consumers and promote long-term universal service goals and revenues generated by taxation on all consumer phone services pay for the consumer protection. Further it is important for local governments to control E911 services.

OTHER LEGISLATIVE POSITION STATEMENTS

- **HOMEOWNERSHIP INCENTIVES FOR TEACHERS:** The City urges Congress to review and reconsider reinstalling the former HUD programs, Teacher Next Door and Officer Next Door, which provided incentives for teachers and police officers (and possibly nurses) to find affordable housing within City limits, with safeguards against fraud and abuse. The City will explore federal funding avenues, like those at Fannie Mae and others, which may provide assistance for teachers to find affordable housing and homeownership opportunities.
- **CLEAN WATER COALITION:** The City, along with other regional partners, is reviewing long-term solutions for clean water management. The City will seek federal opportunities that mesh with the Coalition's goals.
- **FEDERAL PRE-EMPTIONS:** The City opposes federal pre-emption of its fiscal, legal, and administrative authority and flexibility. Further the City hopes that the federal government will honor the act that prevented unfunded mandates from being imposed on state and local governments.
- **YUCCA MOUNTAIN:** The City is opposed to the shipment and storage of nuclear waste.
- **FIRE SPRINKLER SAFETY:** The City supports the Fire Sprinkler Incentive Act (HR 1824/S1566 in 108th Congress), College Fire Prevention Act (HR 1613 in 108th Congress), Enhanced 911-Locator Capacity funding (S 1250 in 108th Congress) and supports full funding for the SAFER program.
- **THE WATER RESOURCES DEVELOPMENT ACT:** WRDA will be revisited in the 109th Congress. While the bill focuses on Army Corps of Engineers projects such as dredging, beach reclamation, and flood protection, it also contains other environmental restoration projects that the City supports.

**CITY OF LAS VEGAS
2005 FEDERAL LEGISLATIVE AGENDA**

- **NEW MARKETS INITIATIVE:** The City supports local applications that have been made to seek funding through this program.
- **HELICOPTER ROUTES IN REDEVELOPMENT AREAS:** The City encourages the FAA to modify the regulations limiting/eliminating helicopter flight patterns over redevelopment areas.
- **MENTAL HEALTH CARE:** The plight of the mentally ill and the mentally ill homeless is of great importance to the City. The City encourages and supports the Federal, State and Clark County Health District efforts to provide more mental health services throughout the community.

PRIORITY GRANT APPLICATIONS

- **SAVE AMERICA'S TREASURES (SAT):** The City is seeking SAT grant funding to transform the historic Post Office located in downtown Las Vegas into a cultural facility. The Post Office requires comprehensive rehabilitation of the exterior facade and window restoration to protect the building from the elements. A structural engineer specializing in historic building rehabilitation has prepared specifications for this work.
- **SENIOR ASSISTED LIVING FACILITY:** Seniors continue to make up an increasingly larger segment of the population of the City and a large number of the city's seniors live below the poverty level. Through a partnership with the private business community, the city developed plans for a model assisted living facility for very low-income frail seniors and desires to pursue grants to construct more of these facilities.
- **BROWNFIELDS GRANTS/ECONOMIC DEVELOPMENT GRANTS:** The City will aggressively pursue grant opportunities to help clean up and develop the 61 acres as well as older areas of the City. **The City supports additional federal funding to remediate brownfields.** Exciting opportunities like the Academic Medical Center, a Performing Arts Center and an urban village on the 61 acres will be part of an aggressive campaign to seek federal funds in support of these activities on the site.
- **AMERICAN DREAM DOWNPAYMENT INITIATIVE:** The City supports implementing The American Dream Downpayment Initiative, as applicable, which is part of HUD's expanded effort to promote homeownership, will help these underserved households obtain the resources to meet upfront downpayment and closing costs, which is the most significant obstacle to homeownership among lower income groups. By providing a dedicated stream of funding for homebuyer assistance, the American Dream Downpayment Initiative will eliminate this obstacle for tens of thousands of additional families each year while enabling jurisdictions to increase homeownership rates, broaden their tax base, and stabilize neighborhoods.
- **HOPE VI IN PARTNERSHIP WITH THE LAS VEGAS HOUSING AUTHORITY:** The City supports the Housing Authority should they apply for a HOPE VI grant.

**CITY OF LAS VEGAS
2005 FEDERAL LEGISLATIVE AGENDA**

- **HOMELESS RELATED INITIATIVE:** The City is working with the Southern Nevada Regional Planning Coalition (SNRPC) to address homelessness from a regional perspective. To that end, the City continues to strengthen the partnerships between the homeless advocacy groups and service providers. The City's future goals related to homelessness includes working to coordinate the service delivery system, reduce duplication, improve services and promote collaborations to maximize funding.
- **PARTNERSHIPS WITH THE CLARK COUNTY SCHOOL DISTRICT FOR AFTER SCHOOL PROGRAMS:** In November 2001, the City's Department of Leisure Services completed a citywide community needs assessment. The results showed significant support for improving and expanding after school programs for children in partnership with the City. The City supports the school district in seeking these funds.
- **GRANTS FOR EQUESTRIAN AND HIKING TRAILS:** The Southern Nevada Public Lands Management Act (SNPLMA) provides that the proceeds from public land sales may be allocated to support parks and trails projects as long as there is a public lands nexus. The City supports use of this funding for parks, trails and open space and supports the City's prioritized list of projects including the Bonanza/US 95 trail, 90 miles of trails and trailheads; planning money for an Equestrian Center and other identified projects.
- **SMALL BUSINESS ASSISTANCE:** The City supports federal government assistance programs including those provided by the SBA that provide initiatives and activities designed to provide information, education, and training to prospective and existing small business owners.
- **SUPPORT OF OUR VETERANS:** Through partnerships, the City will work to make available to our veteran's those programs available through the Veteran's Administration, Housing and Urban Development and the Department of Labor's Veteran's Employment and Training Programs.

THE CITY WILL PURSUE OTHER GRANT OPPORTUNITIES AS THEY BECOME AVAILABLE AND MONITOR LEGISLATION/REGULATIONS RELATING TO:

• Adaptive Recreation/Inclusionary Programs	• Cyber security
• American with Disabilities Act (ADA)	• Diversity planning
• Broadband/WiFi communications	• Economic development
• Business incubators	• Electronic records management
• City authority over zoning and land use	• Emergency preparedness
• Closed captioning for governmental access television	• Ergonomics
	• Fair Labor Standards Act (FLSA)
	• Family Medical Leave Act (FMLA)

**CITY OF LAS VEGAS
2005 FEDERAL LEGISLATIVE AGENDA**

- Fire Academy
- Health Insurance Portability and Accountability Act (HIPAA) Regulations
- Identity Theft
- Interoperability
- Mandatory Social Security coverage
- Mediation for resolving employee issues
- Patriot Act renewal
- Pharmaceuticals from Canada
- Policing issues
- Senior services
- Smart Growth
- Streetlights/streetscapes
- Sustainable development
- Telecommunications
- Violence against Woman pre-sentencing investigations
- Voluntary Sibling Registry
- Voter Education

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 16, 2005

DEPARTMENT: BUSINESS DEVELOPMENT

DIRECTOR: SCOTT D. ADAMS

☐ CONSENT ☒ DISCUSSION

SUBJECT:

Report and possible action regarding a strategy to expedite the development of the Downtown Entertainment Overlay District, bounded by Las Vegas Boulevard, Ogden Avenue, Eighth Street and Carson Avenue - Ward 5 (Weekly)

Fiscal Impact:

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

PURPOSE/BACKGROUND:

The City Council passed an Ordinance over two years ago to create the Downtown Entertainment Overlay District. Since that time, development of the district has been somewhat slow. The Office of Business Development proposes a series of new strategies to expedite development of the district and attract more entertainment venues.

RECOMMENDATION:

Accept report and direct staff accordingly.

BACKUP DOCUMENTATION:

1. PowerPoint
2. Submitted after meeting: Tom McGowan's written comments

MOTION:

WEEKLY - APPROVED the recommended strategy - UNANIMOUS

NOTE: COUNCILMAN MACK disclosed that his brother-in-law ANDREW DONNER has a contract with the Lady Luck Casino related to its non-restricted gaming license and is also the managing partner in the Third Street Promenade. While both of these are located near the Overlay District, he did not believe his brother-in-law's interests would be impacted by this proposal. Also, his brother-in-law has not discussed this matter; therefore, COUNCILMAN MACK indicated he felt comfortable voting.

MINUTES:

SCOTT ADAMS, Director, Office of Business Development, gave a PowerPoint presentation, a copy of which was submitted for the minutes, to explain the proposed strategy that staff believes will accelerate development of the Entertainment District. He recommended approval of the proposed strategy.

COUNCILMAN MACK commented that he would like to explore the possibility of extending gaming into the District, because many local club/tavern owners have approached him with their concern about being at a disadvantage without gaming.

MAYOR GOODMAN and COUNCILMAN WEEKLY fully supported the strategy. The area needs the energy. COUNCILMAN WEEKLY thanked MR. ADAMS and his staff for their expertise. He then thanked the District property owners who were in the audience for their patience.

CITY COUNCIL MEETING OF: FEBRUARY 16, 2005

MINUTES - Continued:

TOM McGOWAN, Las Vegas resident, agreed with the strategy.

(10:42 - 11:00)

2-287

Fremont Street Entertainment District Strategy

Office of Business Development
City of Las Vegas Redevelopment Agency

SITUATION ASSESSMENT

- Ordinance requires 7 licenses by sunset deadline of 10/02/05
- City has aggressively marketed district
- Streetscape plan developed
- Owners Association formed
- Several business commitments including Take One, Beauty Bar, and others
- 1436 firm res. units imminent downtown; concern: lack of nearby amenities

ISSUES

- Get tenant and property owner commitments to close
- Property owners approval/commitment to streetscape special assessment
- Accelerate district development for early club success and residential amenity

STRATEGY

1. Create an Entertainment District VIP
 - Funds limited to \$500,000
 - First come, first serve basis
 - Tied to tavern limited license
 - Tenant-based incentive
 - 1:1 Match Program
2. Streetscape Program
 - City participation @ 50%
 - Owner BID participation at 50%

STRATEGY (Cont'd.)

3. 601 E Fremont – Initiate Sale/Development

- \$4.8 million minimum offering price
- \$500K toward VIP – loan from RDA
- \$1.85 million to streetscape
- Back-up/bridge financing from Industrial Revenue Fund

4. Develop stronger physical “District” identity

- Signage
- Portals

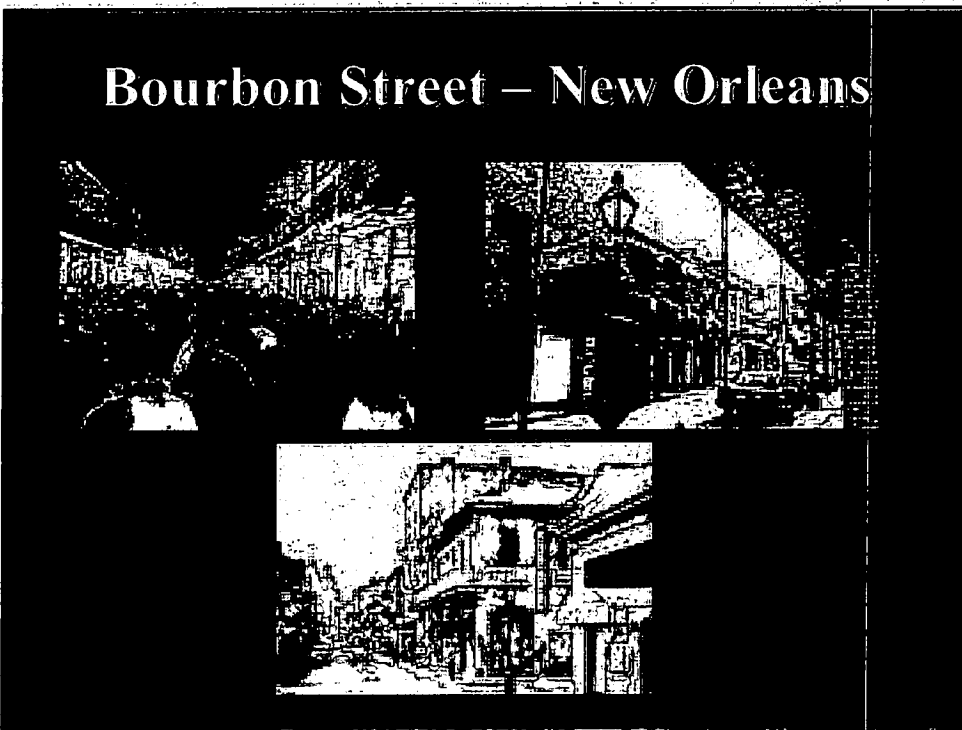
Gaslamp Quarter – San Diego



Beale Street - Memphis



Bourbon Street – New Orleans



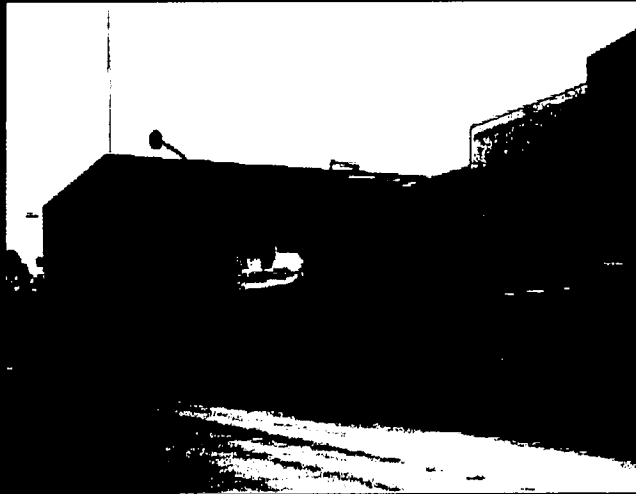
Ybor City - Tampa



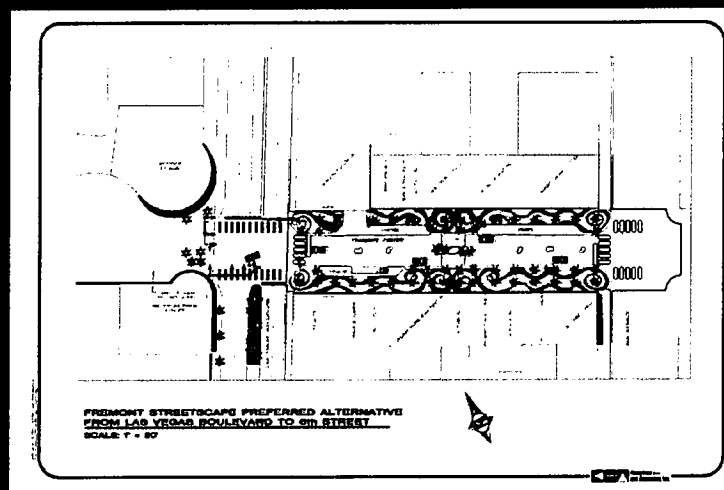
South Street - Philadelphia



E. Fremont St. Today



Current Streetscape Plan



Perspectives of Existing and Proposed Conditions



CONTINGENT 50/50 PARTNERSHIP

- City Funds 50% of Streetscape/VIP
- Owners agree to 50% BID by 07/31/05
- Owners agree to CAMS
- 10/02/05 sunset eliminated

COUNCIL ACTION REQUIRED

- Appropriate and approve VIP Funds from RDA (\$500,000)
- BID assessment and City funding (by 10/02/05)
- 601 E. Fremont ENA/DDA
- Amend ordinance to remove sunset subject to district commitments

STRATEGY FUNDING

- Sources:

✓ Federal	\$ 0.8 Million
✓ 601 Fremont Sale	\$ 4.8 Million
✓ Property Owners	\$ 1.85 Million
	\$ 7.45 Million
- Uses:

✓ VIP	\$ 0.5 Million
✓ Streetscape	\$ 4.5 Million
✓ Streetscape Contingency	\$ 1.25 Million
✓ Industrial Revenue Fund	\$ 1.2 Million
	\$ 7.45 Million

* TM/LAS COUNCIL mtg [9th WED 16 FEB, '06 (COUNCIL 24000) (CITY MNG 016)

pub comment

✓ Agenda Item #55 :- Tom McGowan. LAS VEGAS RESIDENT. <(20")>

Development of THE DOWNTOWN ENTERTAINMENT OVERLAY DISTRICT CAN BE EXPEDITED BY COUNCIL APPROVAL AND ADOPTION OF MY PROPOSED MASTER PLAN FOR THE DEVELOPMENT OF UP TO FIFTY (50) DIVERSE FOOD, BEVERAGE AND ENTERTAINMENT VENUES, SUBMITTED TO THE CITY COUNCIL, THE PLANNING COMMISSION AND THE OFFICE OF BUSINESS DEVELOPMENT, AND 11 MARCH, 2001, AND REPEATEDLY THEREAFTER.

THANK YOU.

[Item #65. Tom McGowan. LAS VEGAS RESIDENT. <(20")>

THE LAS VEGAS METROPOLITAN POLICE DEPARTMENT NEEDS FIFTY-FIVE (55) ADDITIONAL POLICE OFFICERS, - YESTERDAY!

DUE TO THE PROLIFERATION OF HIGH-RISE DEVELOPMENTS IN THE CITY OF LAS VEGAS, METRO NEEDS A RATIO OF FOUR (4) OFFICERS PER 1,000 LOCAL RESIDENTS, TO MAINTAIN THE NATIONAL STANDARD FOR LAW ENFORCEMENT SERVICES IN THE CITY OF LAS VEGAS, NEVADA.

THANK YOU.

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 16, 2005

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC

☐ **CONSENT** ☒ **DISCUSSION**

SUBJECT:

Discussion and possible action on Appeal of Work Card Denial: William Sproul, 5400 W. Cheyenne Dr. #1106, Las Vegas, Nevada 89108

Fiscal Impact:



No Impact

Amount:



Budget Funds Available

Dept./Division:



Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

RECOMMENDATION:

BACKUP DOCUMENTATION:

Appellant Letter of Appeal and City Clerk Notification Letter to Appellant

MOTION:

REESE - APPROVED the appeal, thereby granting a site-specific work card, subject to a six-month (8/17/2005) review - motion carried with TARKANIAN voting NO

MINUTES:

The appellant was present.

STACY RODD, Detective, Las Vegas Metropolitan Police Department (Metro), referred the Council to the confidential report. He indicated MR. SPROUL is seeking employment at Sun City Express located at 6050 Smoke Ranch Road. The employer did send a letter to Metro indicating his willingness to hire MR. SPROUL; however, that does not diminish Metro's concern, given MR. SPROUL'S criminal history.

MR. SPROUL explained that when he first came to Nevada he was on parole. He was issued a work card after he attended counseling for one year. He then renewed his work card and has had it for eight years. He has been working at this store for five years. When he went to renew his work card, he was denied. He stressed that he needs to work.

DETECTIVE RODD clarified that one of the work cards was issued for a business in North Las Vegas, on which Metro has no jurisdiction. And he was not certain North Las Vegas had any knowledge of MR. SPROUL'S background, given that the offense may have occurred after the work card was issued.

RENU TANEJA, owner of 6050 Smoke Ranch Road, indicated that MR. SPROUL would be working 11:00 p.m. to 7:00 a.m. He stated that he is willing to hire MR. SPROUL despite his background. MR. SPROUL worked for the previous owner and always demonstrated good character and an eagerness to work. MAYOR GOODMAN interjected that MR. SPROUL would not be exposed to the student population from the nearby school, given his shift.

CITY COUNCIL MEETING OF: FEBRUARY 16, 2005

MINUTES - Continued:

COUNCILMAN WOLFSON confirmed with MR. SPROUL that he is 73, and that he has not had any problems since he was released in 1992, which he also confirmed with DETECTIVE RODD. COUNCILMAN WOLFSON appreciated that the Council and Metro has an obligation to look out for and protect the citizens of this community. But he could not believe that MR. SPROUL was denied a work card based upon the convenience store being in proximity to a junior high school and another four elementary schools within one mile. DETECTIVE RODD explained that the denial was based on a conviction for a crime of morale turpitude, and it does not matter how many years ago it occurred. Metro is more concerned with the prevention of further wrongful acts. MAYOR GOODMAN rejoined that Metro has a duty and responsibility to check out the applicants' record and bring any concerns to the attention of the City Council, who has ultimate discretion.

Having worked with the School District, COUNCILWOMAN TARKANIAN sympathized with DETECTIVE RODD, noting that Metro is concerned about the rate of recidivism with this type of crime.

COUNCILMAN BROWN mentioned that the report indicates that MR. SPROUL was sentenced in 1992; however, MR. SPROUL stated the he was released in 1992. He requested clarification. DETECTIVE RODD explained that the offense occurred in 1986, went to court in 1992, and MR. SPROUL began his sentence in 1992. He served six of a nine-year sentence, and three years were added to the existing three-year probation.

COUNCILMAN REESE thanked DETECTIVE RODD for his due diligence on all matters concerning work cards. However, he supported issuing the work card because MR. TANEJA is willing to hire MR. SPROUL and take responsibility.

(11:00 - 11:14)

2-865

RECEIVED
CITY CLERK

2005 JAN 24 A 10:17

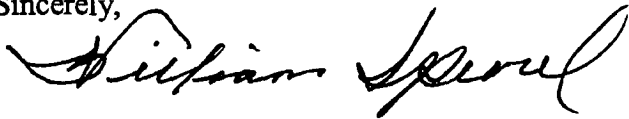
January 24, 2005

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,

A handwritten signature in black ink, appearing to read "William Sproul". The signature is fluid and cursive, with a large, sweeping "W" and a long, trailing "l".

William Sproul
5400 W. Cheyenne Dr. #1106
Las Vegas, NV 89108



LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

ARRY BROWN
JERRENCE WEEKLY
MICHAEL MACK
JANET MONCRIEF
STEVE WOLFSON

DOUGLAS A. SELBY
CITY MANAGER

January 24, 2005

William Sproul
5400 W. Cheyenne Dr. #1106
Las Vegas, NV 89108

Re: **WORK CARD APPEAL**

Dear Mr. Sproul:

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 **February 16, 2005**.

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 "Stacey Campbell".

Stacey Campbell
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

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TDD 702.386.9108
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18112-001-8/04

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 16, 2005

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC

☐ **CONSENT** ☒ **DISCUSSION**

SUBJECT:

Discussion and possible action on Appeal of Work Card Denial: Charles Cuong Wynkoop, 4428 Copley Circle, Las Vegas, Nevada 89120

Fiscal Impact:

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division:

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

RECOMMENDATION:

BACKUP DOCUMENTATION:

Appellant Letter of Appeal and City Clerk Notification Letter to Appellant

MOTION:

REESE - Motion to bring forward and STRIKE Items 39, 57, 58, and 59 and Hold in ABEYANCE Item 60 to 3/2/2005 - UNANIMOUS

MINUTES:

There was no discussion.

(9:34 - 9:36)

1-967

RECEIVED
CITY CLERK

2005 JAN 26 A 10:48

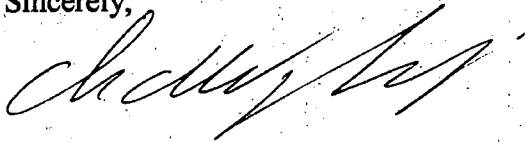
January 26, 2005

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,



Charles Cuong Wynkoop
4428 Copley Circle
Las Vegas, NV 89120



LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN
/RENCE WEEKLY
MICHAEL MACK
JANET MONCRIEF
STEVE WOLFSON

DOUGLAS A. SELBY
CITY MANAGER

January 26, 2005

Charles Cuong Wynkoop
4428 Copley Circle
Las Vegas, NV 89120

Re: **WORK CARD APPEAL**

Dear Mr. Wynkoop:

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 **February 16, 2005**.

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

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18112-001-6/04

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 16, 2005

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC

☐ CONSENT ☒ DISCUSSION

SUBJECT:

Discussion and possible action on Appeal of Work Card Denial: Neise Aparecida Haut, 7001 W. Charleston Blvd., #2035, Las Vegas, Nevada 89117

Fiscal Impact:

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

PURPOSE/BACKGROUND:

RECOMMENDATION:

BACKUP DOCUMENTATION:

Appellant Letter of Appeal and City Clerk Notification Letter to Appellant

MOTION:

REESE - Motion to bring forward and STRIKE Items 39, 57, 58, and 59 and Hold in ABEYANCE Item 60 to 3/2/2005 - UNANIMOUS

MINUTES:

There was no discussion.
(9:34 - 9:36)
1-967

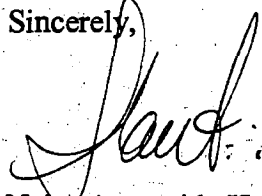
January 27, 2005

City Clerk
City of Las Vegas
400 Stewart Avenue
Las Vegas, Nevada 89101

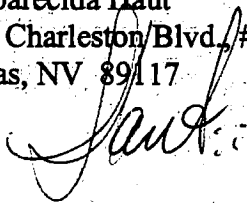
To Whom It May Concern:

I wish to appeal the Metropolitan Police Department's denial of my Work Card application to the Las Vegas City Council.

Sincerely,



Neise Aparecida Haut
7001 W. Charleston Blvd. #2035
Las Vegas, NV 89117





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

January 27, 2005

Neise Aparecida Haut
7001 W. Charleston Blvd., #2035
Las Vegas, NV 89117

Re: WORK CARD APPEAL

Dear Ms. Haut:

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 **February 16, 2005**.

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.

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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
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18112-001-6/04

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 16, 2005

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC

☐ CONSENT ☒ DISCUSSION

SUBJECT:

Discussion and possible action on Appeal of Work Card Denial: John C. Teske, 1900 High Valley Ct. #104, Las Vegas, Nevada 89128

Fiscal Impact:

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

PURPOSE/BACKGROUND:

RECOMMENDATION:

BACKUP DOCUMENTATION:

Appellant Letter of Appeal and City Clerk Notification Letter to Appellant

MOTION:

REESE - Motion to bring forward and STRIKE Items 39, 57, 58, and 59 and Hold in ABEYANCE Item 60 to 3/2/2005 - UNANIMOUS

MINUTES:

There was no discussion.

(9:34 - 9:36)

1-967

RECEIVED
CITY CLERK

2005 JAN 27 P 2:04

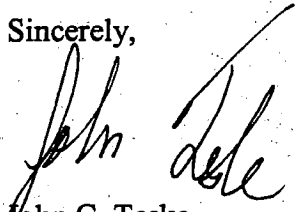
January 27, 2005

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,



John C. Teske
1900 High Valley Ct. #104
Las Vegas, NV 89128



LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN
VRENCE WEEKLY
MICHAEL MACK
JANET MONCRIEF
STEVE WOLFSON

DOUGLAS A. SELBY
CITY MANAGER

January 27, 2005

John C. Teske
1900 High Valley Ct. #104
Las Vegas, NV 89128

Re: **WORK CARD APPEAL**

Dear Mr. Teske:

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 **February 16, 2005**.

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.

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Sincerely,

A handwritten signature in cursive script that reads "Stacey Campbell".

Stacey Campbell
Deputy City Clerk I for
Barbara Jo Ronemus, City Clerk

/pc

cc: City Attorney-Civil
Las Vegas Metropolitan Police Department - SIB

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400 STEWART AVENUE
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AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 16, 2005

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC

☐ **CONSENT** ☒ **DISCUSSION**

SUBJECT:

ABEYANCE ITEM - Discussion and possible action on Appeal of Work Card Denial: Tiffany Avice Johnson-Rorie, P.O. Box 669, Las Vegas, Nevada 89125

Fiscal Impact:

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

PURPOSE/BACKGROUND:

RECOMMENDATION:

BACKUP DOCUMENTATION:

Appellant Letter of Appeal and City Clerk Notification Letter to Appellant

MOTION:

REESE - Motion to bring forward and **STRIKE** Items 39, 57, 58, and 59 and Hold in ABEYANCE Item 60 to 3/2/2005 - **UNANIMOUS**

MINUTES:

There was no discussion.

(9:34 - 9:36)

1-967

RECEIVED
CITY CLERK

2005 JAN 18 A 9 43

January 18, 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,

A handwritten signature in black ink, appearing to read 'Tiffany Avice Johnson-Rorie', written in a cursive style.

Tiffany Avice Johnson-Rorie
P.O. Box 669
Las Vegas, NV 89125



LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

ARRY BROWN
VRENCE WEEKLY
MICHAEL MACK
JANET MONCRIEF
STEVE WOLFSON

DOUGLAS A. SELBY
CITY MANAGER

RECEIVED
CITY CLERK

2005 FEB -3 P 2:15

January 18, 2005

Tiffany Avice Johnson-Rorie
P.O. Box 669
Las Vegas, NV 89125

Re: WORK CARD APPEAL

Dear Ms. Johnson-Rorie:

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 **February 2, 2005.**

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,

Yvonne Yturralde
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: FEBRUARY 16, 2005

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC

☐ CONSENT ☒ DISCUSSION

SUBJECT:

ABEYANCE ITEM - Discussion and possible action on Appeal of Work Card Denial: Laurnel C. Crocker, 2817 W. Sahara, Apt. #2, Las Vegas, Nevada 89102

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:

GOODMAN - ABEYANCE to 3/16/2005 - UNANIMOUS

MINUTES:

STACY RODD, Detective, Las Vegas Metropolitan Police Department (Metro), requested holding this matter in abeyance one more time because the appellant was not present. MAYOR GOODMAN indicated it would be held for one month, not to the next meeting.

(11:14 - 11:15)

2-1377

RECEIVED
CITY CLERK

2005 JAN 18 P 2:10

January 18, 2005

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,



Laurnel C. Crocker
2817 W. Sahara, Apt. #2
Las Vegas, NV 89102



LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

ARRY BROWN
WRENCE WEEKLY
MICHAEL MACK
JANET MONCRIEF
STEVE WOLFSON

DOUGLAS A. SELBY
CITY MANAGER

RECEIVED
CITY CLERK

2005 FEB -3 P 2:15

January 18, 2005

Laumel C. Crocker
2817 W. Sahara, Apt. #2
Las Vegas, NV 89102

Re: WORK CARD APPEAL

Dear Ms. Crocker:

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 February 2, 2005.

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,

Stacey Campbell
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
18112-001-8/04

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 16, 2005

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC

☐ **CONSENT** ☒ **DISCUSSION**

SUBJECT:

Discussion and possible action on Appeal of Work Card Denial: Approved August 18, 2004 subject to six month review: John Terence Sylvain, 133 Sam Jonas Drive, Las Vegas, Nevada 89145

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 - STRIKE - UNANIMOUS

NOTE: CITY ATTORNEY JERBIC disclosed, as he has in the past, that DEPUTY CITY ATTORNEY BOB SYLVAIN is MR. J. SYLVAIN'S uncle; therefore, he has abstained in the past from giving legal advice to the Council on this matter. SR. LITIGATION COUNSEL BILL HENRY was present to give legal advice.

MINUTES:

The appellant was not present.

STACY RODD, Detective, Las Vegas Metropolitan Police Department (Metro), reported that MR. SYLVAIN'S brother sold the apartments, and MR. SYLVAIN is no longer employed there; however, his brother is in the processing of purchasing additional apartments in the downtown area, and MR. SYLVAIN might seek employment there. MR. SYLVAIN has been advised that the work card is not transferable and he would have to re-apply. MAYOR GOODMAN indicated this matter is moot at this point.

(11:15 - 11:16)

2-1411

August 4, 2004

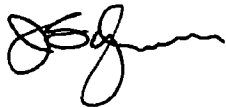
RECEIVED
CITY CLERK
2004 AUG -4 P 12:25

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,



John Terence Sylvain
133 Sam Jonas Drive
Las Vegas, NV 89145



LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

HARRY BROWN
VRENCE WEEKLY
MICHAEL MACK
JANET MONCRIEF
STEVE WOLFSON

DOUGLAS A. SELBY
CITY MANAGER

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

RECEIVED
CITY CLERK

August 4, 2004

2005 FEB -3 P 2:15

John Terence Sylvain
133 Sam Jonas Drive
Las Vegas, NV 89145

Re: **WORK CARD APPEAL**

Dear Mr. Sylvain:

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 **August 18, 2004**.

Your appeal is scheduled to be heard during the morning session of the meeting, which commences at 9:00 a.m. We would advise that you be in attendance to present your appeal and answer any questions which may arise.

Occasionally, the City Council has been persuaded to grant a work card to an applicant through the intercession of the applicant's prospective employer. Therefore, if you think that your prospective employer would acknowledge, either in writing or personally before the City Council at your hearing, that he is aware of the reasons your work card was originally denied and wishes to hire you anyway, I urge you to request him to do so.

If a letter is submitted to the Council, it must be from the licensee or principal who must be approved for suitability under Las Vegas Municipal Code Chapter 6.06 (the owner of the business, other principal or key employee) for the establishment in which you are seeking employment. Also, you should bring to the hearing all other materials which may assist you in your appeal.

Sincerely,

A handwritten signature in cursive script, reading "Angela Crolli".

Angela Crolli
Deputy City Clerk II for
Barbara Jo Ronemus, City Clerk

/sc

cc: City Attorney-Civil
Las Vegas Metropolitan Police Department - SIB

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 16, 2005

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC

☐ **CONSENT** ☒ **DISCUSSION**

SUBJECT:

Discussion and possible action to rescind the City Council's vote regarding a Six-Month Review of a Tavern License, D. Westwood, Inc., dba Treasures, 2801 Westwood Drive, Ali Davari, Director, President, Treasurer, 50 percent, Hassan Davari, Director, Secretary, 50 percent - Ward 1 (Tarkanian)

Fiscal Impact:

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

PURPOSE/BACKGROUND:

In 2001, the City Council considered the application of D. Westwood, Inc. to transfer a tavern liquor license. The Council issued a temporary license, subject to the Applicant's agreement that if even one erotic dancer at the business was convicted of prostitution, the license was subject to not being made permanent. In 2004, an erotic dancer at the business was convicted of prostitution, and at a subsequent City Council meeting, the Council declined to issue a permanent liquor license. D. Westwood, Inc. brought litigation in the Federal Court. Subsequently, the prostitution conviction of the dancer was vacated on appeal by the State District Court. The Federal Court, upon stipulation of the parties, has ordered the matter remanded to the City Council to reconsider D. Westwood, Inc.'s application to transfer the permanent liquor license.

RECOMMENDATION:

That the Council reconsider the application for a permanent liquor license.

BACKUP DOCUMENTATION:

1. Submitted at meeting: Written Opinions for Mayor Goodman and Councilman Mack
2. Submitted at meeting (under Item 64 but filed under Item 63): binder with Tab 1 containing original LVMPD Privileged License Investigation Report (12/19/00) and with Tab 2 containing Texas forfeiture materials (Texas Law, Notice of Seizure and Intended Forfeiture, Search Warrant Affidavit)

MOTION:

TARKANIAN - APPROVED THE RESCISSION - UNANIMOUS with MACK abstaining on Items 63 and 64 because Treasures is a client of Mack Consulting and GOODMAN abstaining on Items 63 and 64 because his son Ross Goodman has represented employees of Treasures

MINUTES:

NOTE: A combined Verbatim Transcript of Items 63 and 64 is made a part of the Final Minutes under Item 63.

Appearance List:

GARY REESE, Mayor Pro Tem
OSCAR GOODMAN, Mayor
MICHAEL MACK, Councilman
BILL HENRY, Senior Litigation Counsel
LARRY BROWN, Councilman
LOIS TARKANIAN, Councilwoman

CITY COUNCIL MEETING OF: FEBRUARY 16, 2005

MINUTES - Continued:

JOHN WESTON, Applicant's Attorney

STEVE WOLFSON, Councilman

JIM DiFIORE, Manager, Business Licensing Division, Finance & Business Services Department

LAWRENCE WEEKLY, Councilman

UNIDENTIFIED FEMALE SPEAKER

BRAD JERBIC, City Attorney

BARBARA JO RONEMUS, City Clerk

UNIDENTIFIED MALE SPEAKER

(11:16 - 12:27/12:34 - 12:44)

2-1472/3-1

Memorandum

City of Las Vegas Office of the City Attorney

To: Mayor Oscar B. Goodman
From: William P. Henry *WPH*
Senior Litigation Counsel
CC: Bradford R. Jerbic
City Attorney
Date: February 15, 2005
Re: Request for Opinion on Abstentions for 2/16/05 City Council Meeting

This memorandum is written in response to your request for an opinion from the City Attorney's Office regarding whether you are required to abstain on items 63 and 64 which are to be considered by the City Council at its February 16, 2005 meeting.

Items 63 and 64 involve a review of a tavern license for Treasures, a sexually-oriented business, in Ward 1. You have informed me that your son, Ross Goodman, Esq. has been retained by Treasures to represent its interests in various legal issues, including the representation of several entertainers (dancers) at Treasures who have been charged with, among other things, solicitation of prostitution. The approval or denial of Treasures' tavern license will affect its business and possibly your son's business relationship with Treasures.

NRS 281.501(2) provides:

In addition to the requirements of the code of ethical standards, a public officer shall not vote upon or advocate the passage or failure of . . . a matter with respect to which the independence of judgment of a reasonable person in his situation would be materially affected by (b) His pecuniary interests; or (c) His commitment in a private capacity to the interests of others.

NRS 281.501(8) defines "commitment in a private capacity to the interests of others" as a commitment to a person: (b) who is related to him by blood, adoption or marriage within the third degree of consanguinity or affinity; (d) with whom he has a substantial and continuing business relationship; or (e) any other commitment or relationship that is substantially similar to commitment or relationship described in this subsection.

In light of the above, it is the conclusion of the City Attorney that you should disclose the factual circumstances surrounding your potential conflicts on the record and abstain from the discussions and votes on the above-referenced items.

WPH:cm

Submitted at City Council

Date *2/16/05* Item *63*

Memorandum

City of Las Vegas Office of the City Attorney

To: Councilman Michael Mack
From: William P. Henry *WPH*
Senior Litigation Counsel
CC: Bradford R. Jerbic
City Attorney
Date: February 15, 2005
Re: Request for Opinion on Abstentions for 2/16/05 City Council Meeting

This memorandum is written in response to your request for an opinion from the City Attorney's Office regarding whether you are required to abstain on items 63 and 64 which are scheduled to be heard by the Las Vegas City Council on February 16, 2005.

Items 63 and 64 involve a review of a tavern license for Treasures, a sexually-oriented business, in Ward 1. You have informed me that you have been a paid consultant for Treasures and as such, advised Treasures' management on advertising and public relations issues. You have further advised me that you will continue in this relationship if Treasures re-opens. The approval or disapproval of Treasures' tavern license will affect its business and your business relationship with Treasures.

NRS 281.501(2) provides:

In addition to the requirements of the code of ethical standards, a public officer shall not vote upon or advocate the passage or failure of . . . a matter with respect to which the independence of judgment of a reasonable person in his situation would be materially affected by (c) his commitment in a private capacity to the interests of others.

NRS 281.501(8) defines "commitment in a private capacity to the interests of others" as a commitment to a person: (b) who is related to him by blood, adoption or marriage within the third degree of consanguinity or affinity, (c) who employs him . . . or (d) with whom he has a substantial and continuing business relationship.

It is the conclusion of the City Attorney that you should disclose the factual circumstances surrounding your potential conflicts on the record and abstain from the discussions and votes on all of the above-referenced items.

WPH:cm

Submitted at City Council

Date *2/16/05* Item *63*

NO. 2004-2858

THE STATE OF TEXAS

V.

APPROXIMATELY \$2,168,462.06

§
§
§
§
§

IN THE DISTRICT COURT

OF HARRIS COUNTY, TEXAS

JUDICIAL DISTRICT

**PLAINTIFF'S NOTICE OF SEIZURE
AND INTENDED FORFEITURE**

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW, the State of Texas as Plaintiff by and through her District Attorney for Harris County, Texas, and files this Notice of Seizure and Intended Forfeiture of APPROXIMATELY \$2,168,462.06 and alleges the following:

I.

This proceeding is brought under and by virtue of Chapter 59 of the Texas Code of Criminal Procedure. The Plaintiff alleges that discovery is intended to be conducted under Discovery Plan Level 2, in accordance with Rule 190, of the Texas Code of Civil Procedure.

II.

Jurisdiction is conferred upon this Court by virtue of Article V, Section 8 of the Texas Constitution and Article 59.04 of the Code of Criminal Procedure, and the occurrences recited hereinafter.

III.

Petitioner complains of ALI DAVARI, hereinafter referred to as RESPONDENT, as owner and possessor of APPROXIMATELY \$2,168,462.06. FURTHER, Petitioner complains of HASSAN DAVARI, hereinafter referred to as CO-RESPONDENT, as co-owner and co-possessor of APPROXIMATELY \$2,168,462.06.

DEPUTY
04 JUN -1 PM 3:06
HARRIS COUNTY CLERK
CHARLES T. ELLER
JACARUS

IV.

Petitioner alleges that said property is contraband as defined by Article 59.01 of the Code of Criminal Procedure and is thereby subject to forfeiture. Said property was seized on the 25th day of MAY 2004, in Harris County, Texas.

V.

Petitioner alleges the last known residence or place of business of RESPONDENT, ALI DAVARI is 15906 TAHOE, HOUSTON, TEXAS 77040. FURTHER, Petitioner alleges the last known residence or place of business of CO-RESPONDENT, HASSAN DAVARI is 2 RIVERCREST, HOUSTON, TEXAS 77042.

VI.

Petitioner alleges that the above property bears no known liens or other encumbrances by any other person or entity.

WHEREFORE, PREMISES CONSIDERED, the State of Texas prays that upon hearing, this Court enter a finding that the said APPROXIMATELY \$2,168,462.06 is contraband and upon such finding to order the forfeiture of said property to the State of Texas with the Harris County District Attorney's Office, Special Crimes Bureau, acting as agent for the State, and then to be administered and disposed of by said office in compliance with Article 59.06 of the Code of Criminal Procedure.

Respectfully submitted,



KAREN L. MORRIS
Assistant District Attorney
Harris County, Texas
1201 Franklin, Suite 600
Houston, Texas 77002
Phone: (713) 755-5461
Facsimile: (713) 755-6863
Office Bar No. 99999997
Attorney Bar No. 14491100
Attorney for Plaintiff

NOTICE OF SEIZURE

**INCIDENT NO. 2004SZ006056901
HPD Case No. 56538804W**

TO THE DISTRICT ATTORNEY OF HARRIS COUNTY, SPECIAL CRIMES BUREAU:

YOU ARE HEREBY NOTIFIED that on May 25, 2004, The undersigned peace officer, Special Agent Wayne T. Charney, who is duly employed by the following law enforcement agency, Department of Homeland Security, Bureau of Immigration & Customs Enforcement [ICE], along with the Houston Police Department, seized the below listed property:

**\$210,832.20 in funds represented by Coastal Banc Official Check # 1627830.
\$776,872.88 in funds represented by Wells Fargo Bank Cashier's Check # 0675201687
\$109,685.89 in funds represented by Compass Bank Cashier's Check # 4880181131
\$1,071,071.09 in funds represented by Compass Bank Cashier's Check # 4880181130**

The undersigned peace officer believes that said property constitutes the proceeds of a felony offense and is contraband as defined by Chapter 59 of the Code of Criminal Procedure for the following reasons:

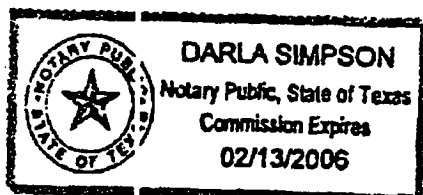
The SAC Houston Asset Removal Team has identified Ali DAVARI and Hussan DAVARI as structuring cash withdrawals from several of their bank accounts in the Houston area. During a six-month period, the DAVARI have withdrawn approximately 2.5 million dollars in cash, in increments of approximately \$9,500 from their bank accounts. Ali and Hussan DAVARI own D HOUSTON Inc., which are numerous sexual oriented businesses in the Houston, Texas area. The Houston Police Department has been participating with the Houston Asset Removal Team in this ongoing investigation.

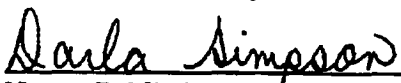
On May 25, 2004, the Houston Asset Removal Team executed three seizure warrants for bank accounts utilized by the DAVARIS. The following accounts and funds were seized:

Wells Fargo account# 5400113514 \$ 776,872.88
Coastal Bank account# 351207154 \$ 210,832.20
Compass Bank account# 75070934 \$ 109,685.89
38994409 \$ 1,071,071.09
Total \$2,168,462.06


Peace Officer's Signature

SWORN TO AND SUBSCRIBED before me on this the 26th day of May, 2004.




Notary Public in and for
Harris County, Texas

THE STATE OF TEXAS

SEARCH WARRANT AFFIDAVIT

COUNTY OF HARRIS

AFFIDAVIT FOR SEARCH WARRANT

I, Wayne T. Chaney, a Senior Special Agent of the Department of Homeland Security, U.S. Immigration & Customs Enforcement [ICE], Houston Field Office, do solemnly swear that I have reason to believe and do believe that there is at Compass Bank, account number 75070934 and account number 38994409, in the name of D. HOUSTON, INC, d.b.a. TREASURES, property acquired by a violation of the laws of the State of Texas, Texas Penal Code, Chapter 34 (Money Laundering), namely property constituting the proceeds of criminal activity classified as a felony, and this property is contraband as defined by Chapter 59 of the Texas Code of Criminal Procedure.

There is in Harris County, Texas, a place and premise described and located as follows:

1. Compass Bank, 7050 Portwest, Suite 100, Houston, Harris County, Texas 77024.

Said proceeds are currently within the Compass Bank, account number 75070934 and account number 38994409, in the name of D. HOUSTON, INC, d.b.a. TREASURES.

MY BELIEF IS BASED ON THE FOLLOWING FACTS:

Your Affiant has been employed as a Senior Special Agent of the U.S. Immigration & Customs Enforcement [ICE], Department of Homeland Security [formerly the United States Customs Service], for approximately sixteen years. Your Affiant has conducted criminal investigations related to drug smuggling and drug trafficking, conspiracies, money laundering, and the seizure and forfeiture of criminally derived assets. Your Affiant has received advanced training in financial investigative techniques and criminal procedures, methods of money laundering, and asset forfeiture.

For the past three years, your Affiant has been assigned to investigate financial and currency violations as part of a multi-agency Task Force dedicated to the identification, disruption, and dismantling of the financial systems and infrastructures used by criminal organizations to illegally launder currency. This Task Force targets currency violators, unregulated financial systems, cash smuggling, fraudulent import/export schemes and other activities. This Task Force is made up of agents, officers and analysts from the U.S. Immigration & Customs Enforcement and the Houston Police Department.

The information contained in this affidavit is known to me personally through my own investigation, or was communicated to me by other agents, officers and analysts participating in this case.

INTRODUCTION

Your Affiant has reason to believe that Compass Bank account number 75070934 and Compass Bank account number 38994409 contain funds subject to seizure and forfeiture by the State of Texas under the provisions of Chapter 59 of the Texas Code of Criminal Procedure because the funds therein represent the proceeds of criminal activity under Chapter 34 (Money Laundering) of the Texas Penal Code.

On or about December 12, 2003, ICE officers received information from JP Morgan Chase Bank [Chase Bank] that their customer D. HOUSTON, INC, a "Sexually Oriented Business" was suspected of intentionally "structuring" checks that they were cashing to circumvent the Currency Transaction Reporting requirements for cash transactions. Further investigation determined that D. HOUSTON, INC, was also "structuring" checks to cash from one of their accounts at Compass Bank, account number 75070934.

Under Title 31, United States Code, Section 5313, and Title 31 of the Code of Federal Regulations, Part 103.22, financial institutions are required to file a Currency Transaction Report [CTR] with the Internal Revenue Service for each currency transaction in excess of \$10,000.

☆ ["Structuring" is an attempt by a violator to evade the federal currency reporting requirements. "Structuring" in this case means the cashing of checks at one or more financial institutions to receive currency from each bank in an amount of less than \$10,000, however, the aggregate total of the checks cashed is over \$10,000.

The "Structuring" of currency, which is a felony violation under Title 31, USC Section 5313(a) and 5324(a), caused the currency to become the proceeds of a "Criminal Activity" under Chapter 34 of the Texas Penal Code, Money Laundering. This is because under Chapter 34 "Criminal Activity" is "classified as a felony under the laws of this state or the United States." Accordingly, Compass Bank, account number 75070934, contains funds subject to seizure and forfeiture by the State of Texas under the provisions of Chapter 59 of the Texas Code of Criminal Procedure, because the funds therein represent the proceeds of criminal activity (structuring) under Chapter 34 of the Texas Penal Code.

Furthermore, funds that are contained in Compass Bank, account number 38994409, were traced back to the bank in which the "structuring" scheme started. Therefore, the funds in Compass Bank, account number 38994409, are funds which constitute property involved in or are traceable to criminal activity (the structuring) under Chapter 34 of the Texas Penal Code. Moreover, these funds are subject to seizure and

forfeiture by the State of Texas under the provisions of Chapter 59 of the Texas Code of Criminal Procedure.

FACTS

D. HOUSTON, INC, d.b.a. TREASURES is located at 5647 Westheimer, Houston, TX 77056, and was incorporated in Texas on May 30, 1995. According to the Articles of Incorporation, ALI M. "DAVID" DAVARI and HASSAN "GEORGE" DAVARI are listed as the two members of the Board of Directors of D. HOUSTON, INC. According to the Harris County Assumed Name Records, on July 3, 1995, D. HOUSTON, INC, registered TREASURES as its assumed name.

According to the Compass Bank signature cards, accounts number 75070934 and 38994409 were opened in the name of D. HOUSTON, INC, d.b.a. TREASURES, and the authorized signers on both accounts are ALI DAVARI, President, and HASSAN DAVARI, Vice-president. Compass Bank account number 75070934 was opened on June 24, 1999. Compass Bank account number 38994409 was opened on March 5, 1998.

ICE officers initially received information from Chase Bank that D. HOUSTON, INC, d.b.a. TREASURES, was suspected of intentionally "structuring" checks that they were cashing to circumvent the Currency Transaction Reporting requirements. ICE officers were advised that when a Chase Bank Officer became aware that TREASURES was cashing checks for \$9,000 on a daily basis this Bank Officer became concerned that they were structuring their cash withdrawals. This Bank Officer spoke to the manager of TREASURES and told him that he should withdraw the amount of money he needed to operate the club, as opposed to \$9,000 every day. The Bank Officer told the manager of TREASURES that withdrawing the same amount every day was suspicious.

The Chase Bank Officer said that the cash withdrawals in the same amount continued, therefore, the decision was made to close the account. A letter was sent to D. HOUSTON, INC advising them that their account would be closed on December 5, 2003. In this letter it states the "reason for the closure is Excessive structured withdrawal activity."

A review of the bank statements and checks for Chase Bank account number 179-906911-65, show that from September 23, 2003 through November 26, 2003, D. HOUSTON, INC, negotiated 17 checks for cash, all in the amount of \$9,000, totaling \$153,000.

Further investigation determined that D. HOUSTON, INC, also had an account at Wells Fargo Bank, account number 54000113514. Information regarding this account shows that beginning on June 17, 2002, D. HOUSTON, INC, was cashing checks just under the \$10,000 CTR reporting requirement. A review of the information and records received from Wells Fargo Bank, shows that from June 17, 2002 through February 25,

2004, three hundred and eighty-five [385] checks were cashed totaling \$3,632,445, all just under \$10,000 each. In fact, from June 17, 2002 through December 2, 2003, three hundred and thirty-two [332] checks were written and negotiated for cash, and each one of these checks was in the exact amount of \$9,500. However, beginning on December 3, 2003, D. HOUSTON, INC, began varying the amounts of the checks that they were cashing. From December 3, 2003 through February 25, 2004, fifty-three [53] checks were cashed, and only three were for \$9,500, and the remainder varied in amounts from \$9,400 to a low of \$8,250.

It is significant to note that only after D. HOUSTON, INC.'s account at Chase was closed, effective December 5, 2003, because of "excessive structured withdrawal activity" did they begin to vary the amount of their cash withdrawals from their Wells Fargo Bank account.

Additional information showed that on November 26, 2003, D. HOUSTON, INC, opened account number 3111000851, at Texas Capital Bank, N.A. A Bank Officer advised that D. HOUSTON, INC, would make one deposit a month and then the funds would be withdrawn by checks payable to the bank that were cashed. This Bank Officer said that because these checks were always just under the \$10,000 CTR reporting requirement, that this structuring activity caused her to be suspicious about the account. Additionally, she was suspicious as to why they needed so much cash.

A review of the Texas Capital Bank account records for account number 3111000851, shows that from December 12, 2003 through February 27, 2004, that 40 checks, between \$1,800 and \$9,500, were cashed for a total of \$305,000.

This Bank Officer said that she spoke to Norm, the TREASURES manager, and asked him why they needed so much cash. She said the TREASURES manager told her that the cash was needed to pay the dancers. The Bank Officer said that because the banking activity did not change that she told Norm that the account would have to be closed. The account was closed in early March 2004.

Additional information showed that D. HOUSTON, INC, d.b.a. TREASURES, maintained a bank account at Compass Bank, account number 75070934. Compass Bank records show that from September 2, 2003 through February 27, 2004, D. HOUSTON, INC, wrote 119 checks to cash, all under \$10,000. These 119 checks to cash totaled \$1,041,190. It should be noted that all of the 61 checks from September 2, 2003 through December 2, 2003, were for \$9,500 exactly; and it was not until December 3, 2003, that the amounts of the checks to cash began to vary. It was only after D. HOUSTON, INC.'s account at Chase Bank was closed for excessive structuring activity, were the cash withdrawal amounts at Compass Bank varied from between \$6,400 to \$9,500.

An analysis of the Compass Bank records for account number 75070934, shows that from September 2, 2003 through February 26, 2004, only two deposits were made into this account each month. Account records show that these funds were checks

written from D. HOUSTON, INC.'s bank account number 5400113514, at Wells Fargo Bank. Accordingly, funds are being transferred from D. HOUSTON, INC.'s Wells Fargo Bank to their Compass Bank account to be structured out, in an attempt to circumvent the CTR reporting Requirements.

A review of CTRs filed by First Bank Houston [now Wells Fargo Bank] under the name of D. HOUSTON, INC, showed that on December 9, 1997, HASSAN DAVARI was identified as the transactor for a cash withdrawal of \$19,000.00 from account number 113603. Another CTR was filed by First Bank for a cash withdrawal of \$10,185.00 from account number 113603, on October 4, 1999. It identified ALI DAVARI as the transactor.

CTR forms require, among other things, the identity of the individual who conducted the transaction and the individual or organization for which the transaction was completed. Accordingly, these two CTRs identifying each HASSAN DAVARI and ALI DAVARI as the transactor shows their knowledge of the CTR reporting requirements for cash transactions over \$10,000, as early as 1997 and 1999, respectively.

Your Affiant knows that persons committing financial crimes, including money launderers, wish to evade audit and law enforcement scrutiny. Therefore, when they become aware of or are notified of the CTR reporting requirements, they begin breaking down deposits and withdrawals of cash into amounts of \$10,000 or less. This active step is referred to as "structuring", and in this case involves making cash withdrawals in amounts of less than \$10,000, from more than one bank on the same day.

According to a Bank Officer, D. HOUSTON, INC.'s Wells Fargo Bank, account number 5400113514, was the operating account for TREASURES. A review of all of the bank records determined that all of the funds that were deposited into Compass Bank, Texas Capital Bank, and Chase Bank accounts were checks from the Wells Fargo Bank account. Instead of writing one check from their Wells Fargo Bank operating account for the amount of currency Norm said they needed, they transferred funds to their other accounts, then wrote checks to cash out of these accounts. In addition, they wrote checks to cash out of their Wells Fargo Bank account. These checks to cash were all under the \$10,000 CTR reporting amount, but together they added up to more than \$10,000 in currency withdrawals in a single day.

Their purpose in devising and implementing this scheme was to enable them to withdraw more than \$10,000 on any single day, without a CTR being filed. By using different banks, and the other banks not knowing they were doing the same thing at other banks, D. HOUSTON, INC, was knowingly and willfully circumventing the CTR reporting requirements.

There were 123 days that banks were open from September 2, 2003 through February 27, 2004, and D. HOUSTON, INC.'s bank records show that on 110 of those

days, they structured two or more cash withdrawals, each under \$10,000, from bank accounts that they had at separate banks.

For the period September 2, 2003 through February 27, 2004, multiple structured cash withdrawals were made from the following D. HOUSTON, INC, bank accounts:

<u>Bank</u>	<u>Multiple "Structured" Cash Withdrawals Over \$10,000 per Day</u>
Compass Bank, # 75070934	\$1,012,890.00
Well Fargo Bank, # 5400113514	\$1,003,845.00
Texas Capital Bank, # 3111000851	\$305,000.00
<u>Chase Bank, # 179-90669155-65</u>	<u>\$153,000.00</u>
Total	\$2,474,835.00

4
Compass Bank account number 38994409 was opened on March 4, 1998. This account is in the name of D. HOUSTON, INC, d.b.a. TREASURES, and its authorized signers are ALI DAVARI and HASSAN DAVARI. On August 30, 2003, the account balance was \$8,236.35, and from August 30, 2003 until February 2, 2004, the only account activity was a \$15 bank service charge each month. On February 2, 2004, an \$800,000 check was deposited into this account from the D. HOUSTON, INC, d.b.a. TREASURES, operating account at Wells Fargo Bank, account number 5400113514. On February 17, 2004, a check for \$300,000 was deposited into the Compass Bank from the D. HOUSTON, INC.'s operating account at Wells Fargo Bank. These funds from D. HOUSTON, INC.'s operating account, totaling \$1,100,000, are still on deposit in the Compass Bank, account number 38994409.

Through information and records from Wells Fargo Bank, it has been established that from June 17, 2002 through February 27, 2004, D. HOUSTON, INC, structured \$3,632,445 in checks, all under \$10,000, that were written and negotiated for cash. This currency represents funds involved in, and are the proceeds of, illegal structuring, and is property subject to seizure and forfeiture. Furthermore, funds transferred directly from the Wells Fargo Bank account to the other bank accounts identified in this affidavit owned by D. HOUSTON, INC, is property traceable to the Wells Fargo Bank account, and therefore, is property "involved in" the money laundering offenses specified herein.

Conclusion

Based upon bank records, other information, and their pattern of banking activity, D. HOUSTON, INC, ALI DAVARI, HASSAN DAVARI and Norm, the manager of TREASURES, were aware of the CTR reporting requirement. However, because they did not want CTRs filed on their cash withdrawals, they entered into this scheme of withdrawing cash from more than one bank so they could withdraw more than \$10,000 currency in a single day. These cash withdrawals were made undetected and without a CTR being filed.

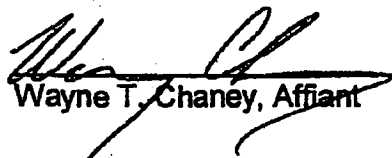
Instead of writing one check to cash from their Wells Fargo Bank operating account for the entire amount of currency, D. HOUSTON, INC, transferred funds to their accounts at Compass Bank, Texas Capital Bank, and Chase Bank, then wrote checks to cash out of these account, plus their Wells Fargo Bank account. These checks to cash were all under the \$10,000 CTR reporting amount, but together they added up to more then \$10,000 in currency withdrawals in a single day. For the period September 2, 2003 through February 27, 2004, the total multiple structured cash withdrawals from all of the D. HOUSTON, INC, bank accounts totaled \$2,474,835.

Additionally, your Affiant believes the sheer volume of 115 separate currency withdrawals by D. HOUSTON, INC, from Compass Bank, account number 75070934, in amounts of \$9,500.00 or below, from September 2, 2003 through February 27, 2004, for an aggregate total of \$1,041,190, in structured transactions is indicative of flagrant and aggravated structuring of currency transactions.

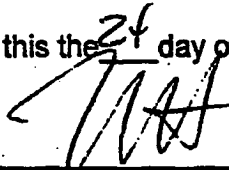
Furthermore, funds that are contained in Compass Bank, account number 38994409, were traced from the Wells Fargo Bank account, the account from which all of the "structured" funds came from. Therefore, the funds in Compass Bank are funds which constitute property involved in or are traceable to criminal activity (the structuring) under Chapter 34 of the Texas Penal Code.

This affidavit establishes that the cash withdrawals out of the D. HOUSTON, INC, Bank Account at Compass Bank is part of an established pattern of cash withdrawals from multiple banks in an attempt to circumvent the CTR filing requirements in violation of Title 31 U.S.C. Section 5324. This affidavit also establishes that all funds contained in the Compass Bank, account number 75070934 and account number 38994409 constitute property involved in or traceable to criminal activity (structuring) under Chapter 34 of the Texas Penal Code. Moreover, these funds are subject to seizure and forfeiture by the State of Texas under the provisions of Chapter 59 of the Texas Code of Criminal Procedure.

WHEREFORE, PREMISES CONSIDERED, your Affiant respectfully requests that a warrant be issued authorizing your Affiant, or any other peace officer of the State of Texas to enter the aforementioned premises, which is the Compass Bank, 7050 Portwest, Suite 100, Houston, Harris County, Texas 77024, with authority to search for and to seize any and all funds in account number 75070934 and account number 38994409, in the name of D. HOUSTON, INC, d.b.a. TREASURES, described in this affidavit which constitute implements, instruments, instrumentalities and proceeds that are kept or located at the above stated suspected place in violation of the Texas Penal Code, Chapter 34, and the Texas Code of Criminal Procedure, Chapter 59.


Wayne T. Chaney, Affiant

Sworn to and subscribed before me, on this the 2nd day of May, 2004.



Judge, 2nd District Court
Harris County, Texas

THE STATE OF TEXAS

§

§
S/W RETURN AND INVENTORY

COUNTY OF HARRIS

§

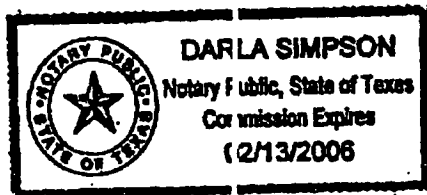
The undersigned, being a peace officer under the laws of the State of Texas and being duly sworn on oath, certifies that the foregoing warrant came to hand on the 24 day of May of 2004, A.D, and that it was executed on the 25 day of May of 2004, A.D, by making the search directed therein and pursuant thereto seizing the following property:

Two cashiers checks from Compass Bank

# 4880181130	for	\$1,071,071.00
# 4880181131	for	\$109,685.89

Wing Ching
AFFIANT

26th Sworn to and Subscribed before me, the undersigned authority, on this the day of May of 2004, A.D.



Darla Simpson
NOTARY PUBLIC in and for
The State of Texas

THE STATE OF TEXAS

SEARCH WARRANT

COUNTY OF HARRIS

TO THE SHERIFF, ANY PEACE OFFICER OR SPECIAL INVESTIGATOR OF
HARRIS COUNTY, TEXAS

GREETINGS:

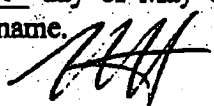
WHEREAS, I am a Magistrate in and for Harris County, Texas, and WHEREAS, Wayne T. Chaney a Senior Special Agent of the United States Department of Homeland Security, Bureau of Immigration and Customs Enforcement, Houston Field Office and Special Investigator pursuant to Art. 2.12, Texas Code of Criminal Procedure and hereafter called Affiant, came before me this day with an affidavit (which is attached hereto and is specially incorporated by reference for all purposes), requesting a warrant; and WHEREAS, I have made inquiry of the basis of said beliefs of the Affiant and find that; the affidavit sets forth substantial facts establishing that probable cause does exist for the issuance of a warrant, that the person, place or thing to be searched is not one which is prohibited nor beyond the authorization of this magistrate and that the search is requested upon proper grounds.

THEREFORE, YOU ARE COMMANDED to go straightaway to Compass Bank, 7050 Portwest, Suite 100, Houston, Harris County, Texas 77024, for the purpose of searching for and seizing the proceeds currently within accounts number 75070934 and 38994409 in a manner authorized by law including but not limited to any and all proceeds, and any and all incoming items, credited to that account, in violation of the Texas Penal Code, Chapter 34 and is property constituting the proceeds of criminal activity classified as a felony, and this property is contraband as defined by Chapter 59 of the Texas Code of Criminal Procedure.

HEREIN FAIL NOT, as the peace officer to whom this warrant is delivered, you shall execute it without delay and within three whole days and due return make by faithfully completing the form attached hereto designated for said purpose. It is further ORDERED that Compass Bank, may comply with this warrant by converting the funds found in said accounts to a cashier's check payable to the HARRIS COUNTY DISTRICT ATTORNEY'S OFFICE. The officer executing this warrant, upon executing the return attached hereto is further authorized to deliver the seized funds to the HARRIS COUNTY DISTRICT ATTORNEY'S OFFICE for the purposes consistent with Chapter 59 of the Texas Code of Criminal Procedure.

IN THE NAME AND BY AUTHORITY OF THE STATE OF TEXAS.

SIGNED, ENTERED and ORDERED this 24 day of May of 2004 A.D, at
9:30 o'clock AM, to attest to which I subscribe my name.



Judge, 202 District Court
Harris County, Texas

THE STATE OF TEXAS

SEARCH WARRANT

COUNTY OF HARRIS

**TO THE SHERIFF, ANY PEACE OFFICER OR SPECIAL INVESTIGATOR OF
HARRIS COUNTY, TEXAS**

GREETINGS:

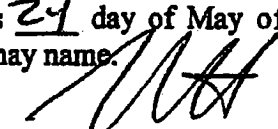
WHEREAS, I am a Magistrate in and for Harris County, Texas, and WHEREAS, Wayne T. Chaney a Senior Special Agent of the United States Department of Homeland Security, Bureau of Immigration and Customs Enforcement, Houston Field Office and Special Investigator pursuant to Art. 2.12, Texas Code of Criminal Procedure and hereafter called Affiant, came before me this day with an affidavit (which is attached hereto and is specially incorporated by reference for all purposes), requesting a warrant; and WHEREAS, I have made inquiry of the basis of said beliefs of the Affiant and find that; the affidavit sets forth substantial facts establishing that probable cause does exist for the issuance of a warrant, that the person, place or thing to be searched is not one which is prohibited nor beyond the authorization of this magistrate and that the search is requested upon proper grounds.

THEREFORE, YOU ARE COMMANDED to go straightaway to Coastal Banc, 5718 Westheimer, Houston, Harris County, Texas 77057, for the purpose of searching for and seizing the proceeds currently within account number 351207154 in a manner authorized by law including but not limited to any and all proceeds, and any and all incoming items, credited to that account, in violation of the Texas Penal Code, Chapter 34 and is property constituting the proceeds of criminal activity classified as a felony, and this property is contraband as defined by Chapter 59 of the Texas Code of Criminal Procedure.

HEREIN FAIL NOT, as the peace officer to whom this warrant is delivered, you shall execute it without delay and within three whole days and due return make by faithfully completing the form attached hereto designated for said purpose. It is further ORDERED that Coastal Banc may comply with this warrant by converting the funds found in said accounts to a cashier's check payable to the HARRIS COUNTY DISTRICT ATTORNEY'S OFFICE. The officer executing this warrant, upon executing the return attached hereto is further authorized to deliver the seized funds to the HARRIS COUNTY DISTRICT ATTORNEY'S OFFICE for the purposes consistent with Chapter 59 of the Texas Code of Criminal Procedure.

IN THE NAME AND BY AUTHORITY OF THE STATE OF TEXAS.

SIGNED, ENTERED and ORDERED this 24 day of May of 2004 A.D, at 9:30 o'clock PM to attest to which I subscribe my name.



Judge Z. Z. District Court
Harris County, Texas

THE STATE OF TEXAS

SEARCH WARRANT AFFIDAVIT

COUNTY OF HARRIS

AFFIDAVIT FOR SEARCH WARRANT

I, Wayne T. Chaney, a Senior Special Agent of the Department of Homeland Security, U.S. Immigration & Customs Enforcement [ICE], Houston Field Office, do solemnly swear that I have reason to believe and do believe that there is at Coastal Banc, account number 351207154, in the name of D. HOUSTON, INC, d.b.a. TREASURES, property acquired by a violation of the laws of the State of Texas, Texas Penal Code, Chapter 34 (Money Laundering), namely property constituting the proceeds of criminal activity classified as a felony, and this property is contraband as defined by Chapter 49 of the Texas Code of Criminal Procedure.

There is in Harris County, Texas, a place and premise described and located as follows:

Coastal Banc, 5718 Westheimer, Houston, Harris County, Texas 77057.

Said proceeds are currently within the Coastal Banc, account number 351207154, in the name of D. HOUSTON, INC, d.b.a. TREASURES.

MY BELIEF IS BASED ON THE FOLLOWING FACTS:

Your Affiant has been employed as a Senior Special Agent of the U.S. Immigration & Customs Enforcement [ICE], Department of Homeland Security [formerly the United States Customs Service], for approximately sixteen years. Your Affiant has conducted criminal investigations related to drug smuggling and drug trafficking, conspiracies, money laundering, and the seizure and forfeiture of criminally derived assets. Your Affiant has received advanced training in financial investigative techniques and criminal procedures, methods of money laundering, and asset forfeiture.

For the past three years, your Affiant has been assigned to investigate financial and currency violations as part of a multi-agency Task Force dedicated to the identification, disruption, and dismantling of the financial systems and infrastructures used by criminal organizations to illegally launder currency. This Task Force targets currency violators, unregulated financial systems, cash smuggling, fraudulent import/export schemes and other activities. This Task Force is made up of agents, officers and analysts from the U.S. Immigration & Customs Enforcement and the Houston Police Department.

The information contained in this affidavit is known to me personally through my own investigation, or was communicated to me by other agents, officers and analysts participating in this case.

INTRODUCTION

Your Affiant has reason to believe that Coastal Banc, account number 351207154, contains funds subject to seizure and forfeiture by the State of Texas under the provisions of Chapter 59 of the Texas Code of Criminal Procedure because the funds therein represent the proceeds of criminal activity under Chapter 34 (Money Laundering) of the Texas Penal Code.

On or about December 12, 2003, ICE officers received information from JP Morgan Chase Bank [Chase Bank] that their customer D. HOUSTON, INC, a "Sexually Oriented Business" was suspected of intentionally "structuring" checks that they were cashing to circumvent the Currency Transaction Reporting requirements for cash transactions.

Under Title 31, United States Code, Section 5313, and Title 31 of the Code of Federal Regulations, Part 103.22, financial institutions are required to file a Currency Transaction Report [CTR] with the Internal Revenue Service for each currency transaction in excess of \$10,000.

"Structuring" is an attempt by a violator to evade the federal currency reporting requirements. "Structuring" in this case means the cashing of checks at one or more financial institutions to receive currency from each bank in an amount of less than \$10,000, however, the aggregate total of the checks cashed is over \$10,000.

The "Structuring" of currency, which is a felony violation under Title 31, USC Section 5313(a) and 5324(a), caused the currency to become the proceeds of a "Criminal Activity" under Chapter 34 of the Texas Penal Code, Money Laundering. This is because under Chapter 34 "Criminal Activity" is "classified as a felony under the laws of this state or the United States." Accordingly, Compass Bank, account number 75070934, contains funds subject to seizure and forfeiture by the State of Texas under the provisions of Chapter 59 of the Texas Code of Criminal Procedure, because the funds therein represent the proceeds of criminal activity (structuring) under Chapter 34 of the Texas Penal Code.

FACTS

D. HOUSTON, INC, d.b.a. TREASURES is located at 5647 Westheimer, Houston, TX 77056 and was incorporated in Texas on May 30, 1995. According to the Articles of Incorporation, ALI M. "DAVID" DAVARI and HASSAN "GEORGE" DAVARI are listed as the two members of the Board of Directors of D. HOUSTON, INC. According to the Harris County Assumed Name Records, on July 3, 1995, D. HOUSTON, INC, registered TREASURES as its assumed name.

ICE officers initially received information from Chase Bank that D. HOUSTON, INC, d.b.a. TREASURES, was suspected of intentionally "structuring" checks that they were cashing to circumvent the Currency Transaction Reporting requirements. ICE officers were advised that when a Chase Bank Officer became aware that TREASURES was cashing checks for \$9,000 on a daily basis this Bank Officer became concerned that they were structuring their cash withdrawals. This Bank Officer spoke to the manager of TREASURES and told him that he should withdraw the amount of money he needed to operate the club, as opposed to \$9,000 every day. The Bank Officer told the manager of TREASURES that withdrawing the same amount every day was suspicious.

The Chase Bank Officer said that the cash withdrawals in the same amount continued, therefore, the decision was made to close the account. A letter was sent to D. HOUSTON, INC, advising them that their account would be closed on December 5, 2003. In this letter it states the "reason for the closure is Excessive structured withdrawal activity."

A review of the bank statements and checks for Chase Bank account number 179-906911-65, show that from September 23, 2003 through November 26, 2003, D. HOUSTON, INC, negotiated 17 checks for cash, all in the amount of \$9,000, totaling \$153,000.

Further investigation determined that D. HOUSTON, INC, also had an account at Wells Fargo Bank, account number 54000113514. Information regarding this account shows that beginning on June 17, 2002, D. HOUSTON, INC, was cashing checks just under the \$10,000 CTR reporting requirement. A review of the information and records received from Wells Fargo Bank, shows that from June 17, 2002 through February 25, 2004, three hundred and eighty-five [385] checks were cashed totaling \$3,632,445, all just under \$10,000 each. In fact, from June 17, 2002 through December 2, 2003, three hundred and thirty-two [332] checks were written and negotiated for cash, and each one of these checks was in the exact amount of \$9,500. However, beginning on December 3, 2003, D. HOUSTON, INC, began varying the amounts of the checks that they were cashing. From December 3, 2003 through February 25, 2004, fifty-three [53] checks were cashed, and only three were for \$9,500, and the remainder varied in amounts from \$9,400 to a low of \$8,250.

It is significant to note that only after D. HOUSTON, INC.'s account at Chase was closed, effective December 5, 2003, because of "excessive structured withdrawal activity" did they begin to vary the amount of their cash withdrawals from their Wells Fargo Bank account.

Additional information showed that on November 26, 2003, D. HOUSTON, INC, opened account number 3111000851, at Texas Capital Bank, N.A. A Bank Officer advised that D. HOUSTON, INC, would make one deposit a month and then the funds would be withdrawn by checks payable to the bank that were cashed. This Bank Officer said that because these checks were always just under the \$10,000 CTR reporting

requirement, that this structuring activity caused her to be suspicious about the account. Additionally, she was suspicious as to why they needed so much cash.

A review of the Texas Capital Bank account records for account number 3111000851, shows that from December 12, 2003 through February 27, 2004, that 40 checks, between \$1,800 and \$9,500, were cashed for a total of \$305,000.

This Bank Officer said that she spoke to Norm, the TREASURES manager, and asked him why they needed so much cash. She said the TREASURES manager told her that the cash was needed to pay the dancers. The Bank Officer said that because the banking activity did not change that she told Norm that the account would have to be closed. The account was closed in early March 2004.

Additional information showed that D. HOUSTON, INC, d.b.a. TREASURES, maintained a bank account at Compass Bank, account number 75070934. Compass Bank records show that from September 2, 2003 through February 27, 2004, D. HOUSTON, INC, wrote 119 checks to cash, all under \$10,000. These 119 checks to cash totaled \$1,041,190. It should be noted that all of the 61 checks from September 2, 2003 through December 2, 2003, were for \$9,500 exactly, and it was not until December 3, 2003, that the amounts of the checks to cash began to vary. It was only after D. HOUSTON, INC.'s account at Chase Bank was closed for excessive structuring activity, were the cash withdrawal amounts at Compass Bank varied from between \$6,400 to \$9,500.

An analysis of the Compass Bank records for account number 75070934, shows that from September 2, 2003 through February 26, 2004, only two deposits were made into this account each month. Account records show that these funds were checks written from D. HOUSTON, INC.'s bank account number 5400113514, at Wells Fargo Bank. Accordingly, funds are being transferred from D. HOUSTON, INC.'s Wells Fargo Bank to their Compass Bank account to be structured out, in an attempt to circumvent the CTR reporting Requirements.

After D. HOUSTON, INC.'s bank account at Texas Capital Bank was closed, they opened an account at Coastal Banc on March 1, 2004. According to the Coastal Banc signature card, account number 351207154 was opened in the name of D. HOUSTON, INC, d.b.a. TREASURES, and the authorized signers on this account is ALI "David" DAVARI, and HASSAN "George" DAVARI.

A review of the Coastal Banc records of account number 351207154, from March 1, 2004 through March 19, 2004, showed that two deposits were made. The first deposit was made on March 1, 2004, for \$105,000, and the second deposit was made on March 19, 2004, for \$100,000. The source for both of these deposits, totaling \$205,000, was D. HOUSTON, INC.'s Wells Fargo Bank operating account, account number 5400113514.

A review of the withdrawals from D. HOUSTON, INC.'s Coastal Banc account, show that from March 9, 2004 through April 9, 2004, seven checks were written for amounts between \$7,250 and \$8,300, and these checks were cashed for a total of \$54,350. Additionally, two debits for \$8,000 and \$7,000 on March 8, 2004 and March 9, 2004, respectively, were withdrawn for cash. The total structured cash withdrawals from Coastal Banc, account number 351207154, was \$69,350.

A Coastal Banc Officer stated that he was suspicious of the withdrawals from this account because all of the sums were near, but below the CTR reporting requirements.

A review of CTRs filed by First Bank Houston [now Wells Fargo Bank] under the name of D. HOUSTON, INC, showed that on December 9, 1997, HASSAN DAVARI was identified as the transactor for a cash withdrawal of \$19,000.00 from account number 113603. Another CTR was filed by First Bank for a cash withdrawal of \$10,185.00 from account number 113603, on October 4, 1999. It identified ALI DAVARI as the transactor.

CTR forms require, among other things, the identity of the individual who conducted the transaction and the individual or organization for which the transaction was completed. Accordingly, these two CTRs identifying each HASSAN DAVARI and ALI DAVARI as the transactor shows their knowledge of the CTR reporting requirements for cash transactions over \$10,000, as early as 1997 and 1999, respectively.

Your Affiant knows that persons committing financial crimes, including money launderers, wish to evade audit and law enforcement scrutiny. Therefore, when they become aware of or are notified of the CTR reporting requirements, they begin breaking down deposits and withdrawals of cash into amounts of \$10,000 or less. This active step is referred to as "structuring", and in this case involves making cash withdrawals in amounts of less than \$10,000, from more than one bank on the same day.

According to a Bank Officer, D. HOUSTON, INC.'s Wells Fargo Bank, account number 5400113514, is the operating account for TREASURES. A review of all of the bank records determined that all of the funds that were deposited into Coastal Banc, Compass Bank, Texas Capital Bank, and Chase Bank accounts were checks from the Wells Fargo Bank account. Instead of writing one check from their Wells Fargo Bank operating account for the amount of currency the manager of TREASURES said they needed, they transferred funds to their other accounts, then wrote checks to cash out of these accounts. In addition, they wrote checks to cash out of their Wells Fargo Bank account. These checks to cash were all under the \$10,000 CTR reporting amount, but together they added up to more than \$10,000 in currency withdrawals in a single day.

Their purpose in devising and implementing this scheme was to enable them to withdraw more than \$10,000 on any single day, without a CTR being filed. By using different banks, and the other banks not knowing they were doing the same thing at

other banks, D. HOUSTON, INC, was knowingly and willfully circumventing the CTR reporting requirements.

There were 123 days that banks were open from September 2, 2003 through February 27, 2004, and D. HOUSTON, INC.'s bank records show that on 110 of those days, they structured two or more cash withdrawals, each under \$10,000, from bank accounts that they had at separate banks.

For the period September 2, 2003 through February 27, 2004, multiple structured cash withdrawals were made from the following D. HOUSTON, INC, bank accounts:

<u>Bank</u>	<u>Multiple "Structured" Cash Withdrawals Over \$10,000 per Day</u>
Compass Bank, # 75070934	\$1,012,690.00
Well Fargo Bank, # 5400113514	\$1,003,845.00
Texas Capital Bank, # 3111000851	\$305,000.00
<u>Chase Bank, # 179-90669155-65</u>	<u>\$153,000.00</u>
Total	\$2,474,835.00

Once the D. HOUSTON, INC, bank account at Texas Capital Bank was closed, they opened another account at Coastal Banc. The banking activity they conducted at Coastal Banc, account number 351207154, follows the same pattern of banking activity of making one or two deposits a month and then "structuring" their withdrawals in the form of checks written to cash, all under the CTR reporting requirement of \$10,000. Between March 1, 2004 and April 9, 2004, two deposits were made into this account, for a total of \$205,000. Additionally, from March 9, 2004 through April 9, 2004, seven checks and two debit memos, all under the CTR reporting requirement, were cashed for a total amount of \$69,350.

Conclusion

Based upon bank records, other information, and their pattern of banking activity, D. HOUSTON, INC, ALI DAVARI, HASSAN DAVARI and Norm, the manager of TREASURES, were aware of the CTR reporting requirement. However, because they did not want CTRs filed on their cash withdrawals, they entered into this scheme of withdrawing cash from more than one bank so they could withdraw more than \$10,000 currency in a single day. These cash withdrawals were made undetected and without a CTR being filed.

Instead of writing one check to cash from their Wells Fargo Bank operating account for the entire amount of currency, D. HOUSTON, INC, transferred funds to their accounts at Coastal Banc, Compass Bank, Texas Capital Bank, and Chase Bank, then wrote checks to cash out of these accounts, plus their Wells Fargo Bank account. These checks to cash were all under the \$10,000 CTR reporting amount, but together they added up to more than \$10,000 in currency withdrawals in a single day. For the period

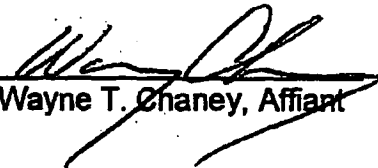
September 2, 2003 through February 27, 2004, the total multiple structured cash withdrawals from all of the D. HOUSTON, INC, bank accounts totaled \$2,474,835.

Your Affiant believes the pattern of structured withdrawals is continuing and is currently ongoing, in the D. HOUSTON, INC, bank account that they just opened on March 1, 2004. The withdrawals by D. HOUSTON, INC, from Coastal Banc, account number 351207154, in amounts below the CTR reporting requirements of \$69,350, in structured transactions is a continuation of their pattern of structuring and is indicative of flagrant and aggravated structuring of their currency transactions.

Furthermore, the \$205,000 in funds that were deposited into Coastal Banc, account number 351207154, were traced from the Wells Fargo Bank account, the account from which all of the "structured" funds came from. Therefore, the funds in Coastal Banc are funds which constitute property involved in or are traceable to criminal activity (the structuring) under Chapter 34 of the Texas Penal Code.

This affidavit establishes that the cash withdrawals out of the D. HOUSTON, INC, Bank Account at Coastal Banc is part of an established pattern of cash withdrawals from multiple banks in an attempt to circumvent the CTR filing requirements in violation of Title 31 U.S.C. Section 5324. This affidavit also establishes that all funds contained in the Coastal Banc, account number 351207154 constitute property involved in or traceable to criminal activity (structuring) under Chapter 34 of the Texas Penal Code. Moreover, these funds are subject to seizure and forfeiture by the State of Texas under the provisions of Chapter 59 of the Texas Code of Criminal Procedure.

WHEREFORE, PREMISES CONSIDERED, your Affiant respectfully requests that a warrant be issued authorizing your Affiant, or any other peace officer of the State of Texas to enter the aforementioned premises, which is the Coastal Banc, 5718 Westheimer, Houston, Harris County, Texas 77057, with authority to search for and to seize any and all funds in account number 351207154, in the name of D. HOUSTON, INC, d.b.a. TREASURES, described in this affidavit which constitute implements, instruments, instrumentalities and proceeds that are kept or located at the above stated suspected place in violation of the Texas Penal Code, Chapter 34, and the Texas Code of Criminal Procedure, Chapter 59.


Wayne T. Chaney, Affiant

Sworn to and subscribed before me, on this the 24 day of May, 2004.


Judge, 242 District Court
Harris County, Texas

THE STATE OF TEXAS
COUNTY OF HARRIS

§
§

S/W RETURN AND INVENTORY

The undersigned, being a peace officer under the laws of the State of Texas and being duly sworn on oath, certifies that the foregoing warrant came to hand on the 24 day of May of 2004, A.D, and that it was executed on the 25 day of May of 2004, A.D, by making the search directed therein and pursuant thereto seizing the following property:

official check from Coastal Bank
162,830 for \$210,832.20

Wing Ching
AFFIANT

Sworn to and Subscribed before me, the undersigned authority, on this the 26th day of May of 2004, A.D.



Darla Simpson
NOTARY PUBLIC in and for
The State of Texas

THE STATE OF TEXAS

SEARCH WARRANT

COUNTY OF HARRIS

TO THE SHERIFF, ANY PEACE OFFICER OR SPECIAL INVESTIGATOR OF
HARRIS COUNTY, TEXAS

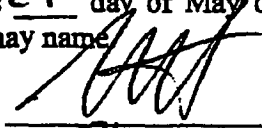
GREETINGS:

WHEREAS, I am a Magistrate in and for Harris County, Texas, and WHEREAS, Wayne T. Chaney, a Senior Special Agent of the United States Department of Homeland Security, Bureau of Immigration and Customs Enforcement, Houston Field Office and Special Investigator pursuant to Art. 2.12, Texas Code of Criminal Procedure and hereafter called Affiant, came before me this day with an affidavit (which is attached hereto and is specially incorporated by reference for all purposes), requesting a warrant; and WHEREAS, I have made inquiry of the basis of said beliefs of the Affiant and find that; the affidavit sets forth substantial facts establishing that probable cause does exist for the issuance of a warrant, that the person, place or thing to be searched is not one which is prohibited nor beyond the authorization of this magistrate and that the search is requested upon proper grounds.

THEREFORE, YOU ARE COMMANDED to go straightaway to Wells Fargo Bank, 1000 Louisiana, Houston, Harris County, Texas 77002, for the purpose of searching for and seizing the proceeds currently within account number 5400113514 in a manner authorized by law including but not limited to any and all proceeds, and any and all incoming items, credited to that account, in violation of the Texas Penal Code, Chapter 34 and is property constituting the proceeds of criminal activity classified as a felony, and this property is contraband as defined by Chapter 59 of the Texas Code of Criminal Procedure.

HEREIN FAIL NOT, as the peace officer to whom this warrant is delivered, you shall execute it without delay and within three whole days and due return make by faithfully completing the form attached hereto designated for said purpose. It is further ORDERED that Wells Fargo Bank, may comply with this warrant by converting the funds found in said account to a cashier's check payable to the HARRIS COUNTY DISTRICT ATTORNEY'S OFFICE. The officer executing this warrant, upon executing the return attached hereto is further authorized to deliver the seized funds to the HARRIS COUNTY DISTRICT ATTORNEY'S OFFICE for the purposes consistent with Chapter 59 of the Texas Code of Criminal Procedure.

IN THE NAME AND BY AUTHORITY OF THE STATE OF TEXAS.

SIGNED, ENTERED and ORDERED this 24 day of May of 2004 A.D, at
9:20 o'clock PM, to attest to which I subscribe my name 

Judge 242 District Court
Harris County, Texas

THE STATE OF TEXAS

SEARCH WARRANT AFFIDAVIT

COUNTY OF HARRIS

AFFIDAVIT FOR SEARCH WARRANT

I, Wayne T. Chaney, a Senior Special Agent of the Department of Homeland Security, U.S. Immigration & Customs Enforcement [ICE], Houston Field Office, do solemnly swear that I have reason to believe and do believe that there is at Wells Fargo Bank, NA, account number 5400113514 [the Bank Account] in the name of D. HOUSTON, INC, d.b.a. TREASURES, property acquired by a violation of the laws of the State of Texas, Texas Penal Code, Chapter 34 (Money Laundering), namely property constituting the proceeds of criminal activity classified as a felony, and this property is contraband as defined by Chapter 59 of the Texas Code of Criminal Procedure.

There is in Harris County, Texas, a place and premise described and located as follows:

1. Wells Fargo Bank, 1000 Louisiana, Houston, Harris County, Texas 77002.

Said proceeds are currently within the Bank Account in the name of D. HOUSTON, INC, d.b.a. TREASURES.

MY BELIEF IS BASED ON THE FOLLOWING FACTS:

Your Affiant has been employed as a Senior Special Agent of the U.S. Immigration & Customs Enforcement [ICE], Department of Homeland Security [formerly the United States Customs Service], for approximately sixteen years. Your Affiant has conducted criminal investigations related to drug smuggling and drug trafficking, conspiracies, money laundering, and the seizure and forfeiture of criminally derived assets. Your Affiant has received advanced training in financial investigative techniques and criminal procedures, methods of money laundering, and asset forfeiture.

For the past three years, your Affiant has been assigned to investigate financial and currency violations as part of a multi-agency Task Force dedicated to the identification, disruption, and dismantling of the financial systems and infrastructures used by criminal organizations to illegally launder currency. This Task Force targets currency violators, unregulated financial systems, cash smuggling, fraudulent import/export schemes and other activities. This Task Force is made up of agents, officers and analysts from the U.S. Immigration & Customs Enforcement and the Houston Police Department.

The information contained in this affidavit is known to me personally through my own investigation, or was communicated to me by other agents, officers and analysts participating in this case.

INTRODUCTION

Your Affiant has reason to believe the Bank Account contains funds subject to seizure and forfeiture by the State of Texas under the provisions of Chapter 59 of the Texas Code of Criminal Procedure because the funds therein represent the proceeds of criminal activity under Chapter 34 (Money Laundering) of the Texas Penal Code.

On or about December 12, 2003, ICE officers received information from JP Morgan Chase Bank [Chase Bank] that their customer D. HOUSTON, INC, a "Sexually Oriented Business" was suspected of intentionally "structuring" checks that they were cashing to circumvent the Currency Transaction Reporting requirements for cash transactions.

Under Title 31, United States Code, Section 5313, and Title 31 of the Code of Federal Regulations, Part 103.22, financial institutions are required to file a Currency Transaction Report [CTR] with the Internal Revenue Service for each currency transaction in excess of \$10,000.

"Structuring" is an attempt by a violator to evade the federal currency reporting requirements. "Structuring" in this case means the cashing of checks at one or more financial institutions to receive currency from each bank in an amount of less than \$10,000, however, the aggregate total of the checks cashed is over \$10,000.

The "Structuring" of currency, which is a felony violation under Title 31, USC Section 5313(a) and 5324(a), caused the currency to become the proceeds of a "Criminal Activity" under Chapter 34 of the Texas Penal Code, Money Laundering. This is because under Chapter 34 "Criminal Activity" is "classified as a felony under the laws of this state or the United States." Accordingly, the Bank Account contains funds subject to seizure and forfeiture by the State of Texas under the provisions of Chapter 59 of the Texas Code of Criminal Procedure, because the funds therein represent the proceeds of criminal activity (structuring) under Chapter 34 of the Texas Penal Code.

FACTS

The owners of D. HOUSTON, INC, and signers on the Bank Account, are identified as ALI DAVARI, President, and HASSAN DAVARI, Vice-president. D. HOUSTON, INC, d.b.a. TREASURES is located at 5647 Westheimer, Houston, TX 77056, and was incorporated in Texas on May 30, 1995. According to the Articles of Incorporation, ALI M. "DAVID" DAVARI and HASSAN "GEORGE" DAVARI are listed as the two members of the Board of Directors of D. HOUSTON, INC. According to the Harris County Assumed Name Records, on July 3, 1995, D. HOUSTON, INC, registered TREASURES as its assumed name.

As stated on or about December 12, 2003, ICE officers received information from Chase Bank that D. HOUSTON, INC, d.b.a. TREASURES, was suspected of intentionally "structuring" checks that they were cashing to circumvent the Currency Transaction Reporting requirements.

ICE officers were advised that when a Chase Bank Officer became aware that TREASURES was cashing checks for \$9,000 on a daily basis this Bank Officer became concerned that they were structuring their cash withdrawals. This Bank Officer spoke to the manager of TREASURES and told him that he should withdraw the amount of money he needed to operate the club, as opposed to \$9,000 every day. The Bank Officer told the manager of TREASURES that withdrawing the same amount every day was suspicious.

The Chase Bank Officer said that the cash withdrawals in the same amount continued, therefore, the decision was made to close the account. A letter was sent to D. HOUSTON, INC advising them that their account would be closed on December 5, 2003. In this letter it states the "reason for the closure is Excessive structured withdrawal activity."

A review of the bank statements and checks for Chase Bank account number 179-906911-65, show that from September 23, 2003 through November 26, 2003, D. HOUSTON, INC, negotiated 17 checks for cash, all in the amount of \$9,000, totaling \$153,000.

Further investigation determined that D. HOUSTON, INC, also had an account at Wells Fargo Bank, account number 54000113514. Information regarding this account shows that beginning on June 17, 2002, D. HOUSTON, INC, was cashing checks just under the \$10,000 CTR reporting requirement. A review of the information and records received from Wells Fargo Bank, shows that from June 17, 2002 through February 25, 2004, three hundred and eighty-five [385] checks were cashed totaling \$3,632,445, all just under \$10,000 each. In fact, from June 17, 2002 through December 2, 2003, three hundred and thirty-two [332] checks were written and negotiated for cash, and each one of these checks was in the exact amount of \$9,500. However, beginning on December 3, 2003, D. HOUSTON, INC, began varying the amounts of the checks that they were cashing. From December 3, 2003 through February 25, 2004, fifty-three [53] checks were cashed, and only three were for \$9,500, and the remainder varied in amounts from \$9,400 to a low of \$8,250.

It is significant to note that only after D. HOUSTON, INC.'s account at Chase was closed, effective December 5, 2003, because of "excessive structured withdrawal activity" did they begin to vary the amount of their cash withdrawals from their Wells Fargo Bank account.

Additional information showed that on November 26, 2003, D. HOUSTON, INC, opened account number 3111000851, at Texas Capital Bank, N.A. A Bank Officer advised that D. HOUSTON, INC, would make one deposit a month and then the funds

would be withdrawn by checks payable to the bank that were cashed. This Bank Officer said that because these checks were always just under the \$10,000 CTR reporting requirement, that this structuring activity caused her to be suspicious about the account. Additionally, she was suspicious as to why they needed so much cash.

A review of the Texas Capital Bank account records for account number 3111000851, shows that from December 12, 2003 through February 27, 2004, that 40 checks, between \$1,800 and \$9,500, were cashed for a total of \$305,000.

This Bank Officer said that she spoke to Norm, the TREASURES manager, and asked him why they needed so much cash. She said the TREASURES manager told her that the cash was needed to pay the dancers. The Bank Officer said that because the banking activity did not change that she told Norm that the account would have to be closed. The account was closed in early March 2004.

Additional information showed that D. HOUSTON, INC, d.b.a. TREASURES, opened a bank account at Compass Bank, account number 75070934, on June 24, 1999. Compass Bank records show that from September 2, 2003 through February 27, 2004, D. HOUSTON, INC, wrote 119 checks to cash, all under \$10,000. These 119 checks to cash totaled \$1,041,190. It should be noted that all of the 61 checks from September 2, 2003 through December 2, 2003, were for \$9,500 exactly, and it was not until December 3, 2003, that the amounts of the checks to cash began to vary. It was only after D. HOUSTON, INC.'s account at Chase Bank was closed for excessive structuring activity, were the cash withdrawal amounts at Compass Bank varied from between \$6,400 to \$9,500.

A review of CTRs filed by First Bank Houston [now Wells Fargo Bank] under the name of D. HOUSTON, INC, showed that on December 9, 1997, HASSAN DAVARI was identified as the transactor for a cash withdrawal of \$19,000.00 from account number 113603. Another CTR was filed by First Bank for a cash withdrawal of \$10,185.00 from account number 113603, on October 4, 1999. It identified ALI DAVARI as the transactor.

CTR forms require, among other things, the identity of the individual who conducted the transaction and the individual or organization for which the transaction was completed. Accordingly, these two CTRs identifying each HASSAN DAVARI and ALI DAVARI as the transactor shows their knowledge of the CTR reporting requirements for cash transactions over \$10,000, as early as 1997 and 1999, respectively.

Your Affiant knows that persons committing financial crimes, including money launderers, wish to evade audit and law enforcement scrutiny. Therefore, when they become aware of or are notified of the CTR reporting requirements, they begin breaking down deposits and withdrawals of cash into amounts of \$10,000 or less. This active step is referred to as "structuring", and in this case involves making cash withdrawals in amounts of less than \$10,000, from more than one bank on the same day.

According to a Bank Officer, D. HOUSTON, INC.'s Wells Fargo Bank, account number, 5400113514, was the operating account for TREASURES. Review of all of the bank records determined that all of the funds that were deposited into Compass Bank, Texas Capital Bank, and Chase Bank accounts were checks from the Wells Fargo Bank account. Instead of writing one check from their Wells Fargo Bank operating account for the amount of currency Norm said they needed, they transferred funds to their other accounts, then wrote checks to cash out of these accounts. In addition, they wrote checks to cash out of their Wells Fargo Bank account. These checks to cash were all under the \$10,000 CTR reporting amount, but together they added up to more than \$10,000 in currency withdrawals in a single day.

Their purpose in devising and implementing this scheme was to enable them to withdraw more than \$10,000 on any single day, without a CTR being filed. By using different banks, and the other banks not knowing they were doing the same thing at other banks, D. HOUSTON, INC, was knowingly and willfully circumventing the CTR reporting requirements.

There were 113 days that banks were open from September 2, 2003 through February 27, 2004, and D. HOUSTON, INC.'s bank records show that on 110 of those days, they structured two or more cash withdrawals, each under \$10,000, from bank accounts that they had at separate banks.

For the period September 2, 2003 through February 27, 2004, multiple structured cash withdrawals were made from the following D. HOUSTON, INC, bank accounts:

<u>Bank</u>	<u>Multiple "Structured" Cash Withdrawals Over \$10,000 per Day</u>
Well Fargo Bank	\$1,003,845.00
Compass Bank	\$1,012,690.00
Texas Capital Bank	\$305,000.00
<u>Chase Bank</u>	<u>\$153,000.00</u>
Total	\$2,474,835.00

Conclusion

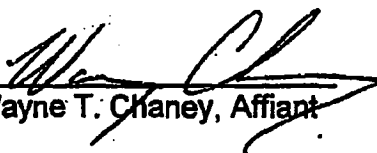
Based upon bank records, other information, and their pattern of banking activity, D. HOUSTON, INC, ALI DAVARI, HASSAN DAVARI and Norm, the manager of TREASURES, were aware of the CTR reporting requirement. However, because they did not want CTRs filed on their cash withdrawals, they entered into this scheme of withdrawing cash from more than one bank so they could withdraw more than \$10,000 currency in a single day. These cash withdrawals were made undetected and without a CTR being filed.

Instead of writing one check to cash from their Wells Fargo Bank operating account for the entire amount of currency, D. HOUSTON, INC, transferred funds to their accounts at Compa's Bank, Texas Capital Bank, and Chase Bank, then wrote checks to cash out of these account, plus their Wells Fargo Bank account. These checks to cash were all under the \$10,000 CTR reporting amount, but together they added up to more then \$10,000 in currency withdrawals. For the period September 2, 2003 through February 27, 2004, the total multiple structured cash withdrawals from all of the D. HOUSTON, INC, bank accounts totaled \$2,474,835.

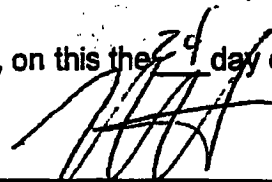
Additionally, your Affiant believes the sheer volume of 385 separate currency withdrawals from the Wells Fargo Bank account, in amounts of \$9,500.00 or below, from June 17, 2002 through February 25, 2004, for an aggregate total of \$3,632,445, in structured transactions is indicative of flagrant and aggravated structuring of currency transactions.

This affidavit establishes that the cash withdrawals out of the D. HOUSTON, INC, Bank Account at Wells Fargo Bank is part of an established pattern of cash withdrawals from multiple banks in an attempt to circumvent the CTR filing requirements in violation of Title 31 U.S.C. Section 5324. This affidavit also establishes that all funds contained in the Bank Account constitute property involved in or traceable to criminal activity (structuring) under Chapter 34 of the Texas Penal Code. Moreover, these funds are subject to seizure and forfeiture by the State of Texas under the provisions of Chapter 59 of the Texas Code of Criminal Procedure.

WHEREFORE, PREMISES CONSIDERED, your Affiant respectfully requests that a warrant be issued authorizing your Affiant, or any other peace officer of the State of Texas to enter the aforementioned premises, which is the Wells Fargo Bank, 1000 Louisiana, Houston Harris County, Texas 77002, with authority to search for and to seize any and all funds in account number 5400113514, in the name of D. HOUSTON, INC, described in this affidavit which constitute implements, instruments, instrumentalities and proceeds that are kept or located at the above stated suspected place in violation of the Texas Penal Code, Chapter 34, and the Texas Code of Criminal Procedure, Chapter 59.


Wayne T. Chaney, Affiant

Sworn to and subscribed before me, on this the 24 day of May, 2004.


Judge, 242 District Court
Harris County, Texas

THE STATE OF TEXAS

§

S/W RETURN AND INVENTORY

COUNTY OF HARRIS

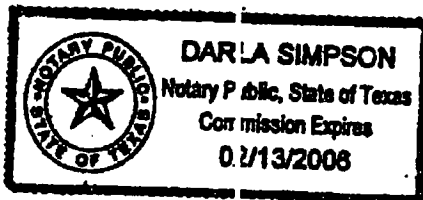
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The undersigned, being a peace officer under the laws of the State of Texas and being duly sworn on oath, certifies that the foregoing warrant came to hand on the 24 day of May of 2004, A.D, and that it was executed on the 25 day of May of 2004, A.D, by making the search directed therein and pursuant thereto seizing the following property:

Seized one cashier check from Wells Fargo Bank
067,520/687 for \$ 776,822.88

Wesley A. [Signature]
AFFIANT

26th Sworn to and Subscribed before me, the undersigned authority, on this the day of May of 2004, A.D.



Darla Simpson
NOTARY PUBLIC in and for
The State of Texas

Treasures

Index

1. Original Las Vegas Metropolitan Police Department (LVMPD) Privileged License Investigation Report (12/19/00)
2. Texas forfeiture materials (Texas Law, Notice of Seizure and Intended Forfeiture, Search Warrant Affidavit)

Submitted at City Council

Date 2/16/05 Item 63 & 64
Submitted under Item 64

CONFIDENTIAL

LAS VEGAS METROPOLITAN POLICE DEPARTMENT

**PRIVILEGED LICENSE
INVESTIGATION REPORT**

CONFIDENTIAL

December 19, 2000

TO : Daniel Barry, Captain
Organized Crime Bureau

FROM : John Loretto, Detective
Special Investigations Section

SUBJECT : Background Investigation
D. Westwood, Inc.
dba
The Board Room
2801 Westwood Dr.
Las Vegas, NV. 89104
(City report)

APPLICANTS: Ali Mashalle Davari, 50%
40# 25862
ID# 1705807

Hassan Davari, 50%
40# 25863
ID# 1705808

The applicant seeks approval for a Tavern license in conjunction with an Adult Cabaret at the above captioned location.

ALL PERSONAL HISTORY AND EMPLOYMENT INFORMATION IS AS SUPPLIED BY THE APPLICANT AND UNVERIFIED UNLESS OTHERWISE INDICATED.

AREA OF CONCERN:

CONFIDENTIAL

THIS MATERIAL IS NOT TO BE DISSEMINATED BY ANYONE OTHER THAN THE SPECIAL INVESTIGATIONS SECTION, LAS VEGAS METROPOLITAN POLICE DEPARTMENT, LAS VEGAS, NEVADA. VIOLATION IS A CRIME PUNISHABLE BY A FINE OF \$1,000 AND SIX MONTHS IN JAIL.

DO NOT PHOTOCOPY OR OTHERWISE REPRODUCE

CONFIDENTIAL

CONFIDENTIAL

CONFIDENTIAL

Investigation Report (Cont.)

December 8, 2000

SUBJECT: The Board Room

The applicants are brothers who have jointly opened and closed several adult entertainment businesses in the state of Texas and one in Canada. These Businesses are :

GIGI'S
11150 NW Freeway
Houston, TX. 77092
Opened 1986
Sold 1993

CENTERFOLDS
6166 Richmond ave.
Houston, TX. 77057
Opened 1990
Still owned

GOLD CUP
12747 NW Freeway
Houston, TX. 77092
Opened 1993
Still owned

SOLID PLATINUM
2732-44 W. TC Jester Blvd.
Houston, TX. 77018
Opened 1993
Sold 1996

PLEASURES
3027 W. NW HWY.
Dallas, TX. 75220
Opened 1995
Sold 1996

TREASURES

CONFIDENTIAL

THIS MATERIAL IS NOT TO BE DISSEMINATED BY ANYONE OTHER THAN THE SPECIAL INVESTIGATIONS SECTION, LAS VEGAS METROPOLITAN POLICE DEPARTMENT, LAS VEGAS, NEVADA. VIOLATION IS A CRIME PUNISHABLE BY A FINE OF \$1,000 AND SIX MONTHS IN JAIL.

DO NOT PHOTOCOPY OR OTHERWISE REPRODUCE

CONFIDENTIAL

CONFIDENTIAL
Investigation Report (Cont.)

CONFIDENTIAL
December 8, 2000

SUBJECT: **The Board Room**

5647 Westheimer
Houston, TX. 77056
Opened 1995
Still owned

COVER GIRLS, THE
10310 W. Little York
Houston, TX. 77040
Opened 1999
Still owned

SPLENDOR, THE
7440 W. Greens Rd.
Houston, TX. 77064
Opened 2000
Still owned

RUNWAY 66
5745 Atlantic Dr.
Mississauga, Ontario Canada
Opened 1999
Still owned

During this investigation this Detective has learned that there are two types of enforcement agencies in Houston. That which is done by the Texas Alcoholic Beverage Commission and those done by the Houston Police Department. There have been numerous violations from both agencies noted at the applicants clubs.

1. DISCIPLINE / ACTS WHICH WOULD CONSTITUTE A CRIME

LYMC 6.06.120 (C) - 6.06.250 (B) (5) (6)

Texas Alcoholic Beverage Commission:

Texas Alcoholic Beverage Commission (TABC) has performed several enforcement actions at the applicants clubs. There were a total of 27 inspections which resulted in the TABC finding 55 violations. Of these violations 10 were criminal in nature, 11 were settled with a warning being issued and the remaining 34 were administrative cases against the liquor license. For these 34 violations the applicants were given an option of

CONFIDENTIAL

THIS MATERIAL IS NOT TO BE DISSEMINATED BY ANYONE OTHER THAN THE SPECIAL INVESTIGATIONS SECTION, LAS VEGAS METROPOLITAN POLICE DEPARTMENT, LAS VEGAS, NEVADA. VIOLATION IS A CRIME PUNISHABLE BY A FINE OF \$1,000 AND SIX MONTHS IN JAIL.

DO NOT PHOTOCOPY OR OTHERWISE REPRODUCE

CONFIDENTIAL**CONFIDENTIAL****CONFIDENTIAL**

Investigation Report (Cont.)

December 8, 2000

SUBJECT: The Board Room

closing their doors for a total of 166 days or pay a fine in lieu of closing totaling \$28,400. The applicants chose to pay the fine. The complete break down of this summary is as follows:

<u>GIG'S</u>	<u>Date</u>	<u>Violation</u>	<u>Disposition</u>
	09-13-1990	Soliciting an alcoholic beverage by an employee	\$1050.00
	09-13-1990	Soliciting for immoral relations	(Part of above)
	09-13-1990	Place or manner, misc.	(Part of above)
	07-12-1991	Permit Public Lewdness, Sexual contact	\$ 450.00
	10-11-1991	Permit Public Lewdness, Sexual contact	\$ 750.00

CENTERFOLDS

03-11-1991	Place or manner, misc.	\$1,800.00
03-11-1991	Soliciting for immoral relations	(Part of above)
03-11-1991	Soliciting an alcoholic beverage by an employee	(Part of above)
03-13-1991	Soliciting an alcoholic beverage by an employee	(Part of above)
03-13-1991	Place or manner, misc.	(Part of above)
02-25-1993	Permit public lewdness, sexual contact, obscene act	\$1050.00
02-25-1993	Soliciting for immoral relations	(Part of above)
02-25-1995	Soliciting an alcoholic beverage by an employee	(Part of above)
08-10-1995	Local distributor stamp not mutilated	Warning
11-21-1995	Permit public lewdness, sexual contact, obscene act	\$7,500.00
11-21-1995	Soliciting for immoral relations	(Part of above)
11-21-1995	Place or Manner, misc.	(Part of above)
01-05-1997	Permit consumption during prohibited hours	Warning
03-26-1998	Soliciting an alcoholic beverage by an employee	\$2,250.00
03-26-1998	Place or Manner, misc.	(Part of above)
03-26-1998	Lewd, immoral, sex offense	Pending
03-26-1998	Lewd, immoral, sex offense	Pending
03-27-1998	Lewd, immoral, sex offense	Pending
03-27-1998	Other beverage code violation	Pending
08-10-2000	Lewd, immoral, sex offense	Warrant

GOLD CUP**CONFIDENTIAL**

THIS MATERIAL IS NOT TO BE DISSEMINATED BY ANYONE OTHER THAN THE SPECIAL INVESTIGATIONS SECTION, LAS VEGAS METROPOLITAN POLICE DEPARTMENT, LAS VEGAS, NEVADA. VIOLATION IS A CRIME PUNISHABLE BY A FINE OF \$1,000 AND SIX MONTHS IN JAIL.

DO NOT PHOTOCOPY OR OTHERWISE REPRODUCE

CONFIDENTIAL**CONFIDENTIAL****CONFIDENTIAL**

Investigation Report (Cont.)

December 8, 2000

SUBJECT: The Board Room

07-07-1993	Permit public lewdness, sexual contact, obscene act	\$1050.00
07-07-1993	Soliciting an alcoholic beverage by an employee	(Part of above)
10-03-1995	Permit public lewdness, sexual contact, obscene act	\$5,000.00
10-03-1995	Place or Manner, misc.	(Part of above)
05-05-2000	Permit public lewdness, sexual contact, obscene act	Pending

SOLID PLATINUM

07-23-1994	Refusing Inspection (Locked Kitchen Closet)	Warning
03-11-1995	Permit public lewdness, sexual contact, obscene act	\$1,500.00
03-11-1995	Intoxicated Employee on the premise	(Part of above)
07-20-1995	Lewd, immoral, sex offense	Criminal
07-03-1996	Place or manner of operation	\$3,000.00

PLEASURES

06-15-1996	Sale to intoxicated person	Warning
07-27-1996	Local Distributor stamp not mutilated	Warning

TREASURES

11-13-1996	Sale delivery of drugs by employee	\$3,000.00
11-13-1996	Permit public lewdness, sexual contact, obscene act	(Part of above)
11-13-1996	Soliciting an alcoholic beverage by an employee	(Part of above)
08-01-1997	Permit public lewdness, sexual contact, obscene act	Warning
08-01-1997	Failure to post license in a conspicuous place	Warning
08-01-1997	Refusing inspection of licensed premise	Warning
01-10-1999	Poss. of distilled spirits without local dist. stamp	Warning
01-10-1999	Poss. of alcoholic beverage unfit for consumption	Warning
01-08-2000	Poss. of alcoholic beverage unfit for consumption	Warning
04-09-2000	Permit public lewdness, sexual contact, obscene act	\$1,500.00
04-09-2000	Public intoxication	Criminal
04-09-2000	Lewd, immoral, sex offense	Criminal
04-09-2000	Lewd, immoral, sex offense	Criminal
04-09-2000	Lewd, immoral, sex offense	Criminal

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Investigation Report (Cont.)

December 8, 2000

SUBJECT: The Board Room

04-09-2000	Lewd, immoral, sex offense	Criminal
04-09-2000	Lewd, immoral, sex offense	Criminal
04-09-2000	Lewd, immoral, sex offense	Criminal
05-19-2000	Public intoxication	Criminal

COVER GIRLS

None noted by Texas Alcoholic Beverage Commission. Please note that the business has only been opened since 1999

Splendor

None noted by Texas Alcoholic Beverage Commission. Please note that the business has only been opened since November of 2000

2. APPLICATION INCOMPLETE OR MISLEADING**LYMC 6.06.120 (C) - 6.06.250 (B) (1)****Houston Police Department:**

Neither of the applicants listed any of the following information on their Personal History Application under the Licensing History section question #20 (Have you ever appeared before any licensing agency or similar authority in or outside the State of Nevada, for any reason whatsoever?). The Vice section of the Houston Police Department (HPD) is responsible for the enforcement of the adult clubs. The applicants have owned seven of the above listed adult clubs within the HPD jurisdiction. In May of 1996, the City of Houston proceeded with a revocation hearing against Centerfolds, Gold Cup and Solid Platinum with intent to revoke their Sexually Oriented Business (SOB) license. The HPD Vice Section had conducted numerous undercover operations which lead to the City Of Houston filing to revoke the SOB license of the listed clubs. Here are the statistics of their investigation conducted from September 28, 1994, thru September 18, 1996. There were 177 dancers contacted. Of them, 134 were arrested, 24 had warrants issued and 21 were found not to be in violation. Of those arrested 86.39% were convicted. The charges were usually one of four (4): public lewdness, prostitution, aggravated promotion of prostitution or indecent exposure. The arrest statistics from Houston Police Department, Vice Section showed that 15 of the other area clubs had an average of 15.8 arrest per club. The average for the Centerfolds, Gold Cup and Solid Platinum were 51 each. Of the other 119 SOB's in Houston

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Investigation Report (Cont.)

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only 'Michael's International had more then 40 arrest. Refer to the following breakdown for further information on the arrest statistics:

<u>BUSINESS</u>	<u>ARRESTED</u>	<u>WANTED</u>	<u>NO ILLEGAL ACTIVITY</u>	<u>TOTAL</u>
CENTERFOLDS	51 77.27%	8 15.96%	7 13.73%	66
GOLD CUP	40 78.43%	7 13.73%	4 7.84%	51
SOLID PLATINUM	41 68.33%	9 15%	10 16.67%	60
<u>TOTAL</u>	132	24	21	177

the above resulted in an overall conviction rate of 86.39%

CALLS FOR SERVICE BY CLUB:

<u>BUSINESS</u>	<u>FROM</u>	<u>TO</u>	<u>TOTAL</u>
CENTERFOLDS	01-01-1994	11-14-1996	156
GOLD CUP	01-18-1992 01-01-1994	01-18-1994 11-14-1996	39 107
SOLID PLATINUM	11-14-1994	11-14-1996	59

total calls for service (excluding Gold Cup for 1992-1994) TOTAL 322

During the revocation hearing several affidavits were introduced into evidence. The following are portions of those affidavits:

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Investigation Report (Cont.)

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- While in the 'Champagne Room' of Centerfolds the dancer unzipped my pants and performed fellatio on me. I was aware that dancers and customers in the 'Champagne Room' were engaging in sexual conduct. Dated 09-26-1995.
- Ronnie Greenroad (manager of Centerfolds) would allow the dancers to perform fellatio on the customers. Dancers would tip Ronnie after engaging in sexual conduct with the customers. There was a lot of cocaine in the club. Ronnie would supply the dancer with cocaine if she needed it. In the 'Champagne Room' the dancers and customers were engaging in sexual intercourse, dancers were performing fellatio and masturbating the customers. Dancers would perform cunnilingus on each other for the customer for a fee. Customers may or may not use a condom. If they did they would occasionally end up on the floor. After the female officer came and took photos on August 21, 1995, we were told, by the bartender and waitress, to put the used condom in a kleenex and flush them. In the 'Champagne Room' I performed cunnilingus on another dancer for money twice. Then a male customer inserted his penis into my vagina, I protested but he persisted so I pushed him away before he ejaculated and then demanded \$400.00 and he complied. Dated 08-31-1995.
- I have been going to Centerfolds for about five years. A female dancer put her hands in my pants and masturbated me. I paid her as if I was paying for dances on my charged coupons. Dated 09-19-1995.
- When I was in the 'Champagne Room' at Centerfolds about 75% of the time I would engage in sexual conduct with a dancer. She would either perform fellatio or masturbate me. I never used a condom. We engaged in the activity on the couches. The female gave the waitress \$20.00 and told her to give it to Ronnie, she then performed fellatio on me. She charged me \$150.00. Dated 09-19-1995.
- When I went to work for Centerfolds no one ever told me what I could or could not do. Customers go into the 'Champagne Room' because they know they can get sexual favors and not be bothered by anyone. Condoms were never used. I have met with customers away from the club and had sex with them. Most of the dancers would tip Ronnie, but we never knew what it was for. I have seen two dancers engage in sexual conduct with each other in the club. Another dancer engaged in sexual conduct with a customer. I saw a dancer give a customer a 'head job' while in the 'Champagne Room'. Dated 10-11-1995.
- At Centerfolds I was very aware that Mr. Greenroad allowed the dancers to perform fellatio on the male customers or masturbate them. Mr. Greenroad would 'turn the other way' while the dancers engaged in prostitution activity and then tip him later. The dancers could also leave with the customers to engage in prostitution. I observed this on many occasions. In each case the girls would give Mr. Greenroad \$20

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to \$50 a day. Mr. Greenroad has a set of girls referred to as the 'A Team' These nine girls will engage in sexual intercourse, perform fellatio, masturbate customers and perform cunnilingus on each other as a show for the customer. Another set of girls 'B Team' will masturbate the customers. I have seen this in the 'Champagne Room' and on the second floor. Semen goes onto the couches and floor. Some girls do not use condoms when they perform fellatio and later spit into napkins. The condoms and napkins are commonly discarded onto the floor. There is no standard fee but usually a girl will get \$200.00 for intercourse, \$150.00 for fellatio and \$75.00 to \$100.00 for masturbating the customer. Dated 08-23-1995.

- At Centerfolds in the 'Champagne Room' I observed some of the female dancers were performing fellatio on customers. Ronnie Greenroad would walk away if he observed the dancers engaged in sexual conduct, only to later return and ask if the dancer had a good night to which they would say yes and give him some money. Dated 08-21-1995.
- At Centerfolds in the 'Champagne Room' a dancer masturbated me. I would pay with my credit card a \$20.00 dance would be charged as \$25.00 on my credit card. I observed a dancer performing fellatio on a customer. Dated 09-20-1995.
- I have engaged in sexual conduct with customers while working at Centerfolds. Ronnie knew that sex was going on in the 'Champagne Room.' I could see other dancers having sex with their customers in the 'Champagne Room.' Dancers do drugs in the club. I had sexual intercourse one time in the 'Champagne Room.' I tipped Ronnie because I thought I had to. I observed another dancer give a customer a head job and have sexual intercourse with him. One dancer was very nasty so she was fired and then went to work at Gold Cup. Dated 10-11-1995.

While in Houston I observed photos at the City Attorney's office that showed the semen stains and used condoms on the floor that are referred to in the above affidavits.

3. APP. INCOMPLETE OR MISLEADING / DISCIPLINE / ACTS CONSTITUTE A CRIME
LVMC 6.06.120 (C) - 6.06.250 (B) (1)

Neither of the applicants listed any of the following information on their Personal History Application under the Licensing History section question #20. The listed clubs agreed to a settlement with the City of Houston. The terms of the agreement are as follows:

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GOLD CUP

The club known as Gold Cup agreed to a suspension of its SOB permit for a period of 20 days. The club will also pay \$50,000.00 to the City of Houston to cover cost, attorney's fees and to avoid potential loss of income due to a further suspension or revocation of the club's SOB permit.

CENTERFOLDS

The club known as Centerfolds agreed to a suspension of its SOB permit for a period of 20 days. The club will also pay \$50,000.00 to the City of Houston to cover cost, attorney's fees and to avoid potential loss of income due to a further suspension or revocation of the club's SOB permit.

SOLID PLATINUM

The club known as Solid Platinum agreed that there will be no suspension of its SOB permit. The club will pay \$100,000.00 to the City of Houston to cover cost, attorney's fees and to avoid potential loss of income due to a further suspension or revocation of the club's SOB permit.

It should be noted that these three clubs were the only ones affected as the other clubs owned by the applicants were closed, sold or had recently been opened prior to this proceeding.

CURRENT INVESTIGATIONS

During September of 2000, the Houston Vice Section conducted several investigations based on citizen complaints reference illegal activities at Treasures club. During this investigation, that occurred on four occasions within a seven day period, there were numerous violations. The violations were; public lewdness, prostitution, indecent exposure and liquor violation. Of the 28 dances received by the undercover officers only two were found not to be in violation. There were 23 public lewdness violations, one prostitution, two indecent exposure, four no dance license violations and three liquor violations. There was also one arrest of the manager for violating the SOB code by failing to manage to ensure entertainers comply with the no touching and three foot ordinance.

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During the month of October this investigator, along with another detective, traveled to Houston and Dallas to further our investigation on the applicants. We contacted the Houston Vice Section to ask for their assistance while we visited the applicants' clubs. With the assistance of two detectives we went to two of the clubs. The first one we visited was Centerfolds. While inside Centerfolds I could observe several dancers engaged in actions that would violate the Houston SOB code. Several dancers were rubbing their bare buttocks against the clothed genitals of the male customers. Dancers would also rub their bare breast in the face of customers. While seated at a table Detective Hafen was approached by a female dancer who solicited him for a dance. During the dance she was never further than the three feet required by the Houston SOB code. She rubbed her bare breast in his face and rubbed her bare buttocks in his lap. She performed a move referred to as a body slide where the female either facing the customer or with her back to the customer lays against the customer and slides down till she ends up between the customers legs. After the song was over the dancer was paid \$30.00 she then attempted to solicit another dance from our table, we declined and she left. After a few minutes another dancer approached and sat down on the lap of one of the Houston Vice Detectives. I observed this dancer take the Detectives left hand and place it between her legs against her clothed vagina. She had his hand in this position for approximately 4 minutes until she got up and solicited myself for a dance to which I agreed. While performing this dance she rubbed her bare breast in my face, rubbed her bare buttocks against my clothed genitals, rubbed my genitals with her knee and grabbed my clothed genitals with her hand. When the song was over she was paid \$30.00 and stated she would be back later. I turned to the Vice Detective to ask about his hand being between her legs and he stated that she actually stuck his left thumb under her g-string and penetrated her vagina with his thumb. He then got up from the table to go and wash his hand. A short time later we left the club to proceed to another club owned by the applicants.

Upon arriving at the Gold Cup we paid our entrance fee and were then seated at a table by a waitress. While in the club I could observe several dancers violating the three foot rule of the SOB ordinance. We were seated near a darkened corner of the club. I observed several dancers bring customers over to this area to perform dances for them. These dances were also in violation of the three foot rule. After a short period of time some dancers came over to our table and engaged in small talk. After a short period of time they left our table without performing any dances for us. I then observed a man in a suit, possibly the manager, walk over to this darkened area and whisper something in the ear of two of the dancers then he walked about ten feet away. He stayed in this area for a few minutes then walked back to the dancer and whispered something again in her ear. This manager was more upset this time. At no time after the manager came around did any dancers approach us. Then another man possibly a manager came and stood with the first man. They stayed in this area the remainder of the time we were seated. As one of the detectives was not generally undercover we felt as if we had been 'made' by the club managers. I then got up and walked to the second floor of the club. While walking around I observed several dancers violating the three foot rule. One dancer was

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performing a dance for a customer and she was rubbing her clothed pubic area in the customers face. We then left the club and concluded our investigation in Houston.

We traveled to Dallas to inquire about the business the applicants had owned there. We contacted the Dallas Police Department Special Investigation Section. They had no information of a negative nature on the applicants. They stated the club Pleasures was opened 03-1996 and sold 12-1996.

The Honorable Mayor and City Council may deny this Liquor License based on the following Ordinances:

6.06.120 Council action on applications—Grounds for denial.

(A) The City Council may approve, deny or take such other action with respect to such application as it considers appropriate. The burden of showing qualifications, acceptability or fitness for a license or approval for suitability is upon the applicant.

(B) Grounds for denial of a license include, but are not limited to, the grounds for disciplinary action against a licensee as set forth in Section 6.02.330 et seq.

(C) Grounds for denial of an approval of suitability include, but are not limited to, the grounds for disciplinary actions against a principal approved for suitability as set forth in Sections 6.06.250 and 6.06.260.

6.06.250 Disciplinary action—Grounds.

(B)A principal approved for suitability may be subject to disciplinary action by the City Council for good cause, which may include, but is not limited to:

- (1) The application is incomplete or contains false, misleading or fraudulent statements with respect to any information required in the application;
- (5) The principal has been subject, in any jurisdiction, to disciplinary action of any kind against a license, permit, approval for suitability or work card to the extent that such disciplinary action reflects on the qualification, acceptability or fitness to be approved for suitability;
- (6) The principal has committed acts which would constitute a crime involving moral turpitude or involving any Federal, State or local law or regulation relating to the same or a similar business;

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SUBJECT: The Board Room**PERSONAL HISTORY:**

Ali Mashalleh Davari was born on January 13, 1952, in Iran. Ali Davari is also known as David Davari. He attended Amir Kadir High School in Abadan, Iran. He graduated in 1970. Ali Davari moved to the United States in 1977. He continued his education at the University of Tennessee where in 1982 he obtained a degree in Electrical Engineering. In November of 1983 Mr. Davari married Holly Ann Simeri in Houston, Texas. This marriage ended in divorce June of 1984. He married again in December of 1984 to Cynthia D. Holcombe. Cynthia D. Holcombe passed away in November of 1985. In August of 1986 Mr. Davari married Barbara Leanne Upton. This marriage produced two children, one born in 1986 and the other in 1989. The marriage then ended in divorce May of 1990. The two minor children live with the applicant in his Houston home. Along with his place of birth the applicant has lived in Tennessee, Oklahoma and now currently resides in Houston, Texas.

EMPLOYMENT:

08-2000	Splendor	50% Owner	Houston, Texas
09-1999	Runway 66	50% Owner	Mississauga, Ontario, Canada
01-1999	Cover Girls	50% Owner	Houston, Texas
1995- Sold 12-1996	Pleasures	50% Owner	Dallas, Texas
1995	Treasures	50% Owner	Houston, Texas
1993- Sold 02-1996	Solid Platinum	50% Owner	Houston, Texas
1993	Gold Cup	50% Owner	Houston, Texas
1990	Centerfolds	50% Owner	Houston, Texas
1986- Sold 09-1993	GiGi's	50% Owner	Houston, Texas
1985-1986	GiGi's	Bookkeeper	Houston, Texas
1983-1985	Denny's	Chef	Houston, Texas
1982-1983	Babes	Bartender	Houston, Texas

(Before 1982 the applicant worked part-time while attending College)

ARREST RECORD:

None

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Investigation Report (Cont.)

December 8, 2000

SUBJECT: The Board Room**FINANCIAL:**

Ali Davari listed his assets of \$42,484,881.00, with liabilities of \$265,000.00.

PERSONAL HISTORY:

Hassan Davari was born on July 16, 1957, in Iran. Hassan Davari is also know as George Davari. He attended Azar High School in Tehran, Iran. He graduated in 1975. Hassan Davari moved to the United States in 1976. He continued his education at the University of Tennessee where in 1982 he obtained a degree in Electrical Engineering. In November of 1983 Mr. Davari married Holly Kim Hunt in Houston , Texas. This marriage produced three children, one born in 1987 another in 1989 and the third in 1993. The minor children live with the applicant and his wife in their Houston home. Along with his place of birth the applicant has lived in Tennessee, Oklahoma and now currently resides in Houston, Texas.

EMPLOYMENT:

08-2000	Splendor	50% Owner	Houston, Texas
09-1999	Runway 66	50% Owner	Mississauga, Ontario, Canada
01-1999	Cover Girls	50% Owner	Houston, Texas
1995- Sold 12-1996	Pleasures	50% Owner	Dallas, Texas
1995	Treasures	50% Owner	Houston, Texas
1993- Sold 02-1996	Solid Platinum	50% Owner	Houston, Texas
1993	Gold Cup	50% Owner	Houston, Texas
1990	Centerfolds	50% Owner	Houston, Texas
1986- Sold 09-1993	GiGi's	50% Owner	Houston, Texas
1985-1986	GiGi's	Bartender	Houston, Texas
1984-1985	Texas Fillies	Bartender	Houston, Texas
1983-1984	Colorado Ore House	Bartender	Houston Texas
1982-1983	Babes	Bartender	Houston, Texas

(Before 1982 the applicant worked part-time while attending College)

ARREST RECORD:**CONFIDENTIAL**

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None

FINANCIAL:

Hassan Davari listed his assets of \$45,854,728.00, with liabilities of \$554,509.00.

SLOT PARTICIPATION AGREEMENT:

None

LEASE AND/OR PURCHASE AGREEMENT:

The Capitalization of this corporation will come from the profits of several of the applicants corporations in Texas. The applicants have anticipated an opening cost of \$7,400,000.00 of which will be disbursed as follows: \$2,000,000.00 for Real Estate and Building, \$2,250,000.00 Business License, Permits and Rights, \$1,500,000.00 Remodeling Cost, \$1,000,000.00 Furniture, Fixtures and Equipment, the remainder will be spent on Inventory and other pre-opening cost.

ENTERTAINMENT POLICY:

None

ALCOHOL AWARENESS\WORK CARD COMPLIANCE:

These ordinances have been explained to all the applicants and they have advised that if approved for this License they and all employees will be in compliance.

CONCLUSION:

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SUBJECT: The Board Room

This investigation was completed on December 19, 2000, and is hereby submitted to the Honorable Mayor and City Council or the Director of the Department of Finance and Business Services for final action. Your attention is directed to the listed AREA OF CONCERN.

INVESTIGATOR'S NOTES:

The investigation also revealed that the applicants are involved in two law suits at this time. The applicants along with several area SOB's are suing the City of Houston in reference to their new city ordinance 97-75 which relates to the SOB ordinance. This suit is currently in the 5th Circuit of Appeals in New Orleans awaiting oral arguments. The applicants recently filed suit against the City of Houston where it alleges Houston Police Department, Vice Section has used selective enforcement against the applicants clubs, Centerfolds, Gold Cup and Treasures. This suit was filed under cause # 2000-49555 in the District Court of Harris County.

Respectfully submitted,

John Loretto, Detective

Reviewed by:

Reagan Alexander, Sergeant

Approved by:

Patrick D. Neville, Lieutenant

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(3) "Peace officer" means a person who is elected, appointed, or employed by a governmental entity and who is a peace officer under Article 2.12, Code of Criminal Procedure, or other law.

(4) "Proceeds" means funds acquired or derived directly or indirectly from, produced through, or realized through an act.

SEC. 34.02. MONEY LAUNDERING

(a) A person commits an offense if the person knowingly:

(1) acquires or maintains an interest in, receives, conceals, possesses, transfers, or transports the proceeds of criminal activity;

(2) conducts, supervises, or facilitates a transaction involving the proceeds of criminal activity; or

(3) invests, expends, or receives, or offers to invest, expend, or receive, the proceeds of criminal activity or funds that the person believes are the proceeds of criminal activity.

(b) For purposes of Subsection (a)(3) of this section, a person is presumed to believe that funds are the proceeds of criminal activity if a peace officer or a person acting at the direction of a peace officer represents to the person that the funds are proceeds of criminal activity, regardless of whether the peace officer or person acting at the peace officer's direction discloses the person's status as a peace officer or that the person is acting at the direction of a peace officer.

(c) It is a defense to prosecution under this section that the person acted with intent to facilitate the lawful seizure, forfeiture, or disposition of funds or other legitimate law enforcement purpose pursuant to the laws of this state or the United States.

(d) It is a defense to prosecution under this section that the transaction was necessary to preserve a person's right to representation as guaranteed by the Sixth Amendment of the United States Constitution and by Article 1, Section 10, of the Texas Constitution or that the funds were received as bona fide legal fees by a licensed attorney and at the time of their receipt, the attorney did not have actual knowledge that the funds were derived from criminal activity.

(e) An offense under this section is:

(1) a felony of the third degree if the value of the funds is \$3,000 or more but less than \$20,000;

(2) a felony of the second degree if the value of the funds is \$20,000 or more but less than \$100,000; or

(3) a felony of the first degree if the value of the funds is \$100,000 or more.

SEC. 34.03. ASSISTANCE BY ATTORNEY GENERAL

The attorney general, if requested to do so by a prosecuting attorney, may assist in the prosecution of an offense under this chapter.

CHAPTER 35. INSURANCE FRAUD

SEC. 35.01. DEFINITIONS

In this chapter:

(1) "Health care goods" means a tangible product, device, medicine, or other object provided in conjunction with a health care service.

(2) "Health care provider" means a person who renders health care services or an agent or employee of an organization that renders or provides a facility and means to render health care services. The term includes a physician, surgeon, person who may be selected by an insured or a beneficiary under Article 21.52, Insurance Code, and person defined as a provider of health care under Section 152.003, Occupations Code.

(3) "Health care service" means a service that is intended to improve or maintain the physical or mental condition of an individual and that is rendered, directed, or supervised by a health care provider.

(4) "Insurer" means a person who engages in the business of insurance in this state, including:

(A) an insurer that is not authorized to do business in this state;

(B) a health maintenance organization;

(C) a group hospital service corporation regulated under Chapter 20, Insurance Code; and

(D) any person who self-insures and provides health care benefits to the person's employees.

(5) "Statement" means an oral or written communication or a record or documented representation of fact evidencing a loss, injury, or expense. The term includes computer-generated information.

Amendment to statute citation in subsection (2) effective Sept. 1, 2001 (HB 2812, §14.830).

SEC. 35.02. INSURANCE FRAUD

(a) A person commits an offense if, with intent to defraud or deceive an insurer, the person causes to be prepared or presents to an insurer in support of a claim for payment under a health or property and casualty insurance policy a statement that the person knows contains false or misleading information concerning a matter that is material to the claim, and the matter affects a person's right to a payment or the amount of payment to which a person is entitled.

(b) A person commits an offense if, with intent to defraud or deceive an insurer, the person solicits, offers, pays, or receives a benefit in connection with the furnishing of health care goods or services for which a claim for payment is submitted under a health or property and casualty insurance policy.

(c) For purposes of Subsection (a), information concerning a matter that is material to a claim for payment under an insurance policy includes information concerning:

(1) whether health care goods or services were provided;

(2) whether health care goods or services were medically necessary under professionally accepted standards;

(3) the nature of the health care goods or services provided;

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COMBINED VERBATIM TRANSCRIPT – City Council Item 63 and Item 64

Item 63 – Discussion and Possible action to rescind the City Council’s vote regarding a Six-Month Review of a Tavern License, D. Westwood, Inc., dba Treasurers, 2801 Westwood Drive, Ali Davari, Director, President, Treasurer, 50 percent, Hassan Davari, Director, Secretary, 50 percent – Ward 1 (Tarkanian)

Item 64 – Discussion and Possible action reconsidering the application of D. Westwood, Inc., to transfer a tavern license at 2801 Westwood Drive, Las Vegas, Nevada – Ward 1 (Tarkanian)

Appearance List:

GARY REESE, Mayor Pro Tem

OSCAR GOODMAN, Mayor

MICHAEL MACK, Councilman

BILL HENRY, Senior Litigation Counsel

LARRY BROWN, Councilman

LOIS TARKANIAN, Councilwoman

JOHN WESTON, Applicant’s Attorney

STEVE WOLFSON, Councilman

JIM DiFIORE , Manager, Business Licensing Division, Finance & Business Services
Department

LAWRENCE WEEKLY, Councilman

UNIDENTIFIED FEMALE SPEAKER

BRAD JERBIC, City Attorney

BARBARA JO RONEMUS, City Clerk

UNIDENTIFIED MALE SPEAKER

(11:16-12:27/12:34 – 12:44)

2-1472/3-1

1 hour 21 minutes

Typed by: Stacey Campbell

Proofed by: Angela Crolli

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31 **MAYOR PRO TEM REESE**

32 Item 63 is discussion and possible action to rescind the City Council's vote regarding a Six-
33 Month Review of a Tavern License, D. Westwood, Inc., doing business Treasures, 2801
34 Westwood Drive, Ali Davari, Director, President, Treasurer, 50 percent, Hassan Davari,
35 Director, Secretary, 50 percent. This is in Councilwoman Moncrief's Ward. I think it's
36 important that we read the purpose and background.

37

38 **MAYOR GOODMAN**

39 That's Tarkanian's Ward.

40

41 **MAYOR PRO TEM REESE**

42 That's what I said didn't I?

43

44 **MAYOR GOODMAN**

45 I don't know.

46

47 **MAYOR PRO TEM REESE**

48 I read Tarkanian.

49

50 **MAYOR GOODMAN**

51 All right. Okay.

52

53 **MAYOR PRO TEM REESE**

54 Mrs. Tarkanian, excuse me.

55

56 **MAYOR GOODMAN**

57 That's in Ward 2.

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58 **MAYOR PRO TEM REESE**

59 Yes. It's in Ward 1. Okay. And, also, I – think it's important we read the purpose and
60 background. In 2001, the City Council considered the application of D. Westwood, Inc., to
61 transfer a tavern liquor license. The Council issued a temporary license, subject to the
62 Applicant's agreement that if even one erotic dancer at the business was convicted of
63 prostitution, the license was subject to not being made permanent. In 2004, an erotic dancer at
64 the business was convicted of prostitution and at a subsequent City Council meeting, the Council
65 declined to issue a permanent liquor license. D. Westwood, Inc., brought litigation in the Federal
66 Court. Subsequently, the prostitution conviction of the dancer was vacated on appeal by the
67 State District Court. The Federal Court, upon stipulation of the parties, has ordered the matter
68 remanded to the City Council to reconsider D. Westwood, Inc.'s application to transfer their
69 permanent liquor license.

70 I – think it's important that a few comments be made at this time. I think everybody –

71

72 **COUNCILMAN MACK**

73 Mayor Pro Tem?

74

75 **MAYOR PRO TEM REESE**

76 Yes.

77

78 **COUNCILMAN MACK**

79 Real quickly, I think the Mayor and I have some disclosures and statements.

80

81 **MAYOR GOODMAN**

82 (inaudible) abstain.

83

84 **COUNCILMAN MACK**

85 In previous actions on this – applicant, I've abstained from issues. Treasures is a client of Mack
86 Consulting, my marketing company, and I think it'd be prudent to abstain again. And, I also
87 have a written opinion from the City Attorney's office I'd like to submit as a record.

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88 **BILL HENRY**

89 I have the original of that opinion –

90

91 **COUNCILMAN MACK**

92 Okay, thank you.

93

94 **BILL HENRY**

95 I'll give it to the clerk right now Councilman.

96

97 **COUNCILMAN MACK**

98 Thank you.

99

100 **MAYOR GOODMAN**

101 And, Mayor Pro Tem, my son, Ross Goodman, has represented employees of Treasures and
102 therefore, when I sought an opinion from the City Attorney's office they indicated that it would
103 be appropriate for me to abstain as well. So, I'll be abstaining on Items 63 and 64. And, Mr.
104 Henry, if you'd make the opinion part of the record, I'd appreciate it.

105

106 **BILL HENRY**

107 I've done so, Your Honor.

108

109 **MAYOR GOODMAN**

110 Thank you.

111

112 **MAYOR PRO TEM REESE**

113 I think at this time I just want to make a couple public comments. I think that City Council had,
114 was very prudent at the time that this original license was approved. I think that we continued to
115 do our job when Metro brought concerns to us as well as our licensing brought, department,
116 brought concerns to us. The promise that was made, I think, was upheld. I think that through
117 their attorney, Mr. Ross Goodman, who did a very good job in District Court to get the convict,

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conviction overturned, I think that it brings us to where we are here today to reconsider this application. And, I think that Mrs. Tar, for Mrs. Tarkanian, I think this is her second meeting with the City Council and to be thrown into something like this, I – know that she was at the – previous meeting, has been disclosed, and so I think that everybody up here has, is up to speed and can settle this matter in – a manner that will uphold all those things that we try to do to get to better the City of Las Vegas. Are there any comments from the, any if the Council members at this time? Seeing none, Mr. Henry.

BILL HENRY

Mayor Pro Tem, good morning. You have actually made some of the remarks I was going to make as to how this finds its way back before the Council. I intend my remarks to be short although I'm certainly available for any questions that any of the Council might have for me. I intend them to be short because for three of you, this will be the fifth time that you've heard this matter. For one of you, it will be the second and Councilwoman Tarkanian, it will be the first. As you explained, this matter comes back remanded by the District Court. Under this condition, the lawsuit that had been filed against the City has been dismissed, without prejudice. The – Council is free to do whatever it needs to do at this hearing without a pending lawsuit. It is the case that if the Council decides not to issue a permanent liquor license or decides to issue one with conditions that aren't mutually agreeable, then the litigation can be undertaken again. But, at that, at this point, that is speculative.

When this matter has, was last before you, I would submit there were three material grounds upon which to deny the application for a permanent liquor license. One of them was the information contained in the Metropolitan Police Confidential Report, which you first saw in the year 2000. It was updated a couple of times after that and that is in your briefing book under Tab 1 along with the updates, I believe. The other one was relatively new information, last year, about an allegation by a Texas District Attorney that the principals, the Davaris in this business, had violated Texas banking regulations. We explained to you at the time that that was just an allegation, that it hadn't been decided by a court, that is still the case today.

The Davaris, when this first came to your attention of June of last year, had their attorney from Texas come here and explain to you why this – pattern of withdrawals had occurred. It is the

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148 case that it is a pattern of withdrawals. And so, I would submit to you in considering that that
149 you can attach whatever weight you want to the explanation, which was an innocent one, or the
150 circumstances, the circumstantial evidence of the pattern of withdrawals. But be that as it may,
151 the material reasons for denying this license remain those two things. But the reason this is back
152 in front of you is, a very material reason for denying it no longer exists, which is violation of the
153 special condition, which was the conviction of a dancer for prostitution. She appealed that
154 conviction to the State District Court and that conviction was reversed by a State District Judge.
155 And, that is the reason that the matter is before you. And, with those remarks, unless there are
156 any questions, I would submit the matter.

157

158 **MAYOR PRO TEM REESE**

159 Council members, are there any questions of Mr. Henry, please? Councilman Brown.

160

161 **COUNCILMAN BROWN**

162 Mayor Pro Tem, just, Mr. Henry, the two items before us, one is potentially to rescind our vote
163 and then secondly, reconsider the application. In doing so, with – the assumption that we do
164 rescind and then reconsider, where – do we go back into time to make that evaluation? Do we
165 take the entire history of this application or do we specifically go back to when it was denied at
166 our last City Council meeting?

167

168 **BILL HENRY**

169 Let me address Item 63, which is to rescind and the reason this is two steps is our
170 parliamentarians are of the opinion, and have given the guidance, that under Robert's Rules of
171 Order because you took a vote to deny the application for a permanent liquor license, September
172 15, to now hear the matter again on remand, you need to take a vote to rescind that. As to – Item
173 64 –

174

175 **MAYOR PRO TEM REESE**

176 The reason I didn't read Item 64 into the record, I felt like we needed to take care of Item 63
177 before we even discussed Item 64. I don't – think, it is the same, but it's not like on some of the

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178 other items we have on our agendas where they run hand in hand. I think we have to have the
179 recinsion (sic) before we put Item 64 into the record.

180

181 **BILL HENRY**

182 I – think that's correct and if Councilman Brown's comfortable with that, I'll just stop at this
183 point.

184

185 **COUNCILMAN BROWN**

186 That's fine.

187

188 **COUNCILWOMAN TARKANIAN**

189 Mr. Mayor Pro Tem?

190

191 **MAYOR PRO TEM REESE**

192 Councilwoman.

193

194 **COUNCILWOMAN TARKANIAN**

195 So, what we're voting on is Item 63, where I – wasn't a member, of course, of this Council,
196 where you made a decision based on something that has changed. Is that correct? One third of
197 the items have changed.

198

199 **MAYOR PRO TEM REESE**

200 Correct.

201

202 **BILL HENRY**

203 One out of three, depending –

204

205 **COUNCILWOMAN TARKANIAN**

206 One out of three. So, what this does is it puts us back, if you, if we approve Item 63, it then puts
207 us back into considering the suitability of the applicant.

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208 **MAYOR PRO TEM REESE**

209 Yes.

210

211 **BILL HENRY**

212 Yes, and – the application for license.

213

214 **COUNCILWOMAN TARKANIAN**

215 That's. I'm just trying to understand because it is really difficult.

216

217 **MAYOR PRO TEM REESE**

218 Yes.

219

220 **COUNCILWOMAN TARKANIAN**

221 And I want to make sure that I'm doing this appropriately.

222

223 **BILL HENRY**

224 One way to look at it is, in February of two thousand and one, you've, this Council first heard the

225 application to transfer the permanent liquor license. The Council was unwilling to do it and so

226 issued a temporary liquor license with a special condition and then there were status checks for

227 two more hearings, I believe, in March and June of two thousand and four. And then finally, in

228 September of two thousand and four, the matter came to a head and this Council took a vote to

229 deny the application for a permanent liquor license. And so, whether you view it as putting you

230 back in the position you were in September 15th or putting you back in the position you were

231 February of two thousand and one –

232

233 **MAYOR PRO TEM REESE**

234 I'm – even getting confused now Mr. Henry. Ms. Tarkanian, what – we're doing here right now

235 is we're just going to try to rescind our previous action.

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236 **COUNCILWOMAN TARKANIAN**

237 I think I'm understanding. This is a parliamentary move.

238

239 **MAYOR PRO TEM REESE**

240 Yes.

241

242 **BILL HENRY**

243 Yes.

244

245 **COUNCILWOMAN TARKANIAN**

246 In order to can we get back to where you need to make approval or a disapproval, you have to
247 take care of this or we can't –

248

249 **MAYOR PRO TEM REESE**

250 If we deny – this item here then Item 64 will become moot and so then, it's – over with. And so
251 all we're doing here right now is to try to decide whether we want to reconsider the decision we
252 made at the last, when we denied their license.

253

254 **BILL HENRY**

255 Item 63 is purely procedural.

256

257 **MAYOR PRO TEM REESE**

258 Yes.

259

260 **BILL HENRY**

261 You don't reach the merits unless Item 63 passes.

262

263 **MAYOR PRO TEM REESE**

264 Sixty four is –

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265 **COUNCILWOMAN TARKANIAN**

266 And the parliamentarian has advised that this needs to be done.

267

268 **MAYOR PRO TEM REESE**

269 Yes.

270

271 **BILL HENRY**

272 Yes.

.73

274 **MAYOR PRO TEM REESE**

275 Mr. Weston, would you like to make a couple comments before we consider a motion here?

276

277 **JOHN WESTON**

278 Thank you, Mayor Pro Tem, members of the Council, Mr. Jerbic, not on Item 63. I – concur

279 with Mr. Henry's statement with respect to the parliamentary requirements.

280

281 **MAYOR PRO TEM REESE**

282 Thank you. Are there any questions, other questions or comments? Ms. Tarkanian, would you

283 like to make a motion, please?

284

285 **COUNCILWOMAN TARKANIAN**

286 Well, I move that approval of Item 63.

287

288 **MAYOR PRO TEM REESE**

289 Thank you, we've got a motion on the floor –

290

291 **COUNCILWOMAN TARKANIAN**

292 On the parliamentary recommendation.

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293 **MAYOR PRO TEM REESE**

294 Thank you. You've heard the motion, please cast your vote. Please post. Motion carries.
295 (Motion carried UNANIMOUSLY with GOODMAN abstaining because his son, Ross
296 Goodman, has represented some employees of Treasures and MACK abstaining because
297 Treasures is a client of his company, Mack Consulting) Please show Mr. Goodman, Mayor
298 Goodman abstained.

299

300 **MAYOR PRO TEM REESE**

301 Item 64 is, again, discussion and possible action reconsidering the application of D. Westwood,
302 Inc., to transfer a tavern liquor license at 28, 2801 Westwood Drive, Las Vegas, Nevada. This is
303 in Ward 1, Ms. Tarkanian's. And the purpose and background is still the same. Mr. Henry, any
304 preliminaries?

305

306 **BILL HENRY**

307 Actually, the preliminaries would be the same as what I explained to you before, how it comes
308 back before you and – what I would submit is a rational way to look at the merits of the matter.
309 And so, as I explained before, this has been before you so many times that I – think I wouldn't
310 say more. But I am available for questions.

311

312 **MAYOR PRO TEM REESE**

313 Yeah, well at this time I think I would like to have Mr. Weston prepare his case and present it to
314 the Council.

315

316 **COUNCILMAN WOLFSON**

317 Mayor Pro Tem, excuse me.

318

319 **MAYOR PRO TEM REESE**

320 Yes.

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321 **COUNCILMAN WOLFSON**

322 Before we ask Mr. Weston to comment, may I just ask Mr. Henry a couple of questions?

323

324 **MAYOR PRO TEM REESE**

325 You bet.

326

327 **COUNCILMAN WOLFSON**

328 Thank you. Mr. Henry, the federal lawsuit, what precisely is being litigated in the federal
329 lawsuit, which I understand has been dismissed without prejudice. Who sued who over what?

330

331 **BILL HENRY**

332 D. Westwood, Inc., and another corporation that owns the – land but in essence, both – closely
333 held by the Davaris brothers, sued the City of Las Vegas. The causes of action are kind of the –
334 kitchen sink. There are allegations of denial of procedural, of due process. There, there's a
335 request to the federal court to exercise its pendent jurisdiction and hear what would normally be
336 a state court petition for writ of mandamus. There is a factual allegation that in two thousand
337 and one it was a permanent as opposed to a temporary license that issued. I think those are the –
338 major allegations.

339

340 **COUNCILMAN WOLFSON**

341 And what did the federal court, pursuant to a stipulation which was entered between you and Mr.
342 Weston on behalf of his clients, what did the federal court order us to do?

343

344 **BILL HENRY**

345 The federal court ordered you to hear their application for a permanent liquor license. There's –
346 no connotation or imputation that should be made that the court, one way or another, urges you
347 or orders you to reach any particular result.

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348 **COUNCILMAN WOLFSON**

349 And then secondly, the Texas litigation that you made mentioned of, was, or has an actual
350 lawsuit been filed by any Texas authorities? I understand that no criminal case has been brought,
351 but has a civil action been filed with regard to monies potentially seized for potential forfeiture?
352

353 **BILL HENRY**

354 My understanding is that the Texas authorities got a court order and seized monies from bank
355 accounts based on a complaint, a civil complaint, that alleges violation of the Texas banking
356 laws and further alleges that because of that violation, the State of Texas is entitled to forfeit the
357 money.

358 **COUNCILMAN WOLFSON**

359 What is the status of that lawsuit?
360

361 **BILL HENRY**

362 I'm told that it has not changed since this was before you six months ago. So, I'm not even sure
363 if it's been answered at this point. But there – haven't been any dispositive orders.
364

365 **MAYOR PRO TEM REESE**

366 Any other questions, comments? Mr. Weston.
367

368 **JOHN WESTON**

369 Thank you, Mayor Pro Tem, members of the Council, Mr. Jerbic. I represent D. Westwood Inc.,
370 punitive licensee standing here before you. Mr. Davari, one of the principals, is present in the
371 chamber today. We welcome the opportunity to come before you this morning, which
372 opportunity has been provided by the remand from the Federal Court, to be able to reexamine
373 this matter and hopefully, to be able to resolve it responsibly and finally. And, I'm sure that the
374 term finally must come on, be of welcome news to this Council, given what the long history as
375 described by Mr. Henry. And we are obviously aware of and sensitive to the degree of difficulty
376 and time consumption which this matter has taken, now going back three, four years. And on
377 behalf of the clients, on behalf of myself, even though as new Counsel, we regret that. That was

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378 not something that was intended and it is our fervent hope and desire and pledge to this Council
379 that if this matter is satisfactorily resolved from our perspective today, not only will we pledge
380 that it will never again come back before this Council, or any other matter involving my clients,
381 but that in fact that will be the happy result of – such an action.

382 I agree with Mr. Henry's statement with respect to the procedural issues with the one exception
383 that he graciously pointed out. From our perspective, what was done in 2001 was that there was
384 a permanent license granted. It has been the City Attorney's position for some time that in fact it
385 was a temporary license. But we need not tarry over that now. The point is that we are back,
386 once again, for this honorable Board to reconsider its actions of September 15th with respect to
387 the status of Treasures' liquor license.

388 And, I think that the general consensus is, and that most would agree and that most have agreed
389 historically, that but for the condition and the conviction, we wouldn't be here today. We
390 wouldn't really have had much of a problem in September and perhaps never even reached
391 September. But it was the unhappy duality of that condition and the conviction, which created
392 the problem, which still lingers as late as this morning. And now, as Mr. Henry has indicated
393 and as everyone knows, the primary issue, that condition and that conviction are no longer before
394 us because the record is clean with respect to Treasures, vis-à-vis the sole condition that was
395 imposed. And this is important and I would ask your indulgence to make one comment with
396 respect to it. In the year 2001, this Council, although as pointed out by Councilwoman
397 Tarkanian, somewhat differently constituted at that time, granted a license to Treasures, in 2001,
398 with the admonition that although it had some concerns it was going to resolve those concerns in
399 favor of granting the license subject to a carefully articulated condition. And it was stated that if
400 Treasures operation violated that condition, it would lose its license. It would be revoked. And,
401 in fact, that is what then, originally happened and now we know that the basis for revocation has
402 been eliminated –

403

404 **MAYOR PRO TEM REESE**

405 Mr. Weston, if you, I could just interrupt for a second.

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406 **JOHN WESTON**

407 Yes, Sir.

408

409 **MAYOR PRO TEM REESE**

410 I don't think that it, the stipulation, if you want to go back through the records, said revoked. I
411 think the stipulation was if there is one conviction that Westwood Inc., itself would bring, hand
412 deliver, their license to the City Council.

413

414 **JOHN WESTON**

415 Mayor Pro Tem, you may well be right, you were there, I wasn't. I've reviewed some of the
416 transcripts and I think that there's mutual language with respect to it –

417 **MAYOR PRO TEM REESE**

418 And – again, just one other, when I voted on this originally, I voted on it, and I won't speak for
419 the rest of the Council, but, I thought it was a temporary license with a six month review and
420 once the six months was – over and done with, if there was no problems or whatever, then we
421 would issue a permanent license.

422

423 **JOHN WESTON**

424 I – understand the point, and certainly that has, you have articulated that before.

425

426 **MAYOR PRO TEM REESE**

427 Thank you.

428

429 **JOHN WESTON**

430 Mayor Pro Tem, I'm sorry, I was simply trying to summarize quickly. Neither the Council nor
431 applicable law indicated or stated that if the conditions were complied with, there would be
432 continued reexamination of the applicant, with respect to matters that had previously occurred. It
433 was clear that if the condition was complied with, that would be a satisfactory discharge of the
434 applicant or the licensee's obligations. We stand here now with the condition and the conviction
435 satisfied effectively as if the conviction, which triggered a violation of the conviction, of the

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436 condition rather, had never occurred. And we move forward on the basis of the year of operation
437 from September 2003 to September 2004, which Treasures had. It was a year, which was
438 generally satisfactory, could it have been better? Of course. But which of us in our own lives or
439 our own businesses could not say that something could have been made better or that we could
440 not do a better job. Did it get better as the year went on? Absolutely, but it was a year of
441 satisfactory performance and again, I think the consensus is that but for the condition and the
442 conviction, there would not have been the problems which brought the matter back to this Board.
443 With respect to how we intend to go forward, should this matter be satisfactorily resolved this
444 morning, I want to be unequivocal and very specific with respect to it. In addition to my ongoing
445 representation, and I have had extensive experience with adult entertainment matters both in this
446 area and throughout the country, part of the team, a new member of the team who was not
447 present earlier is Kathleen Janssen, who is well known to law enforcement in this county. She
448 was for many years a Deputy District Attorney with the Civil Division of the Clark County
449 District Attorney's Office and for most of those ten years, was Counsel for the Clark County
450 License and Gaming Licensing Board and the Clark County Department of Business License.
451 And during those same years, she also advised the Special Investigative Bureau of Metro on all
452 licensing matters, both regular, and, regulated rather and privileged. The point is that she was
453 the County counterpart to those persons in the City Attorney's office who specifically dealt with
454 privileged and regulated business licenses, gaming, liquor and other related, highly charged,
455 regulatory matters. She is as experienced in these matters as is anyone. And the reason for
456 adding Ms. Janssen to the team and why my continued on, involvement will hopefully be
457 important, is that we will be constantly open and receptive to any communications with respect
458 to issues that may be troublesome or matters that need to be discussed on the part of law
459 enforcement, licensing, the City Attorney's office or this honorable Council. We will be there to
460 be conduits and to be helpful and to make sure that communications, both ways, are fast
461 facilitated and are able and satisfactory.

462 Again, I call attention and ask you to focus heavily on the year of operation. The year of
463 operation after the license was granted and to ask that you acknowledge and recall that but for
464 the issues of the conviction which are now no longer before us, the year was an acceptable one
465 and it was adequate with dramatic improvement as the year went on. I would suggest that we

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466 certainly understand, appreciate and acknowledge the concerns which troubled the Council in
467 2001 and perhaps, thereafter. But I would urge, with all respect, that a year has passed, a year,
468 not of speculation but of operation and demonstrated performance as well as the fact that my
469 client has been through the crucible of the last several years. The embarrassment and
470 humiliation of the proceedings of September 15th, the shock of being closed for five months, the
471 personal tragedy of seeing over a thousand members of the workforce suddenly put out of work
472 and of course, the huge financial loss. If there was anything needed to convey a message, to
473 convey the strict articulation of being on your toes, I would respectfully submit that that has
474 occurred.

475 I respectfully submit to this Council that my client is entitled to full licensure like every other
476 liquor licensee in this City, such that it and they can stand or fall, succeed or fail on what they
477 do, on their perspective performance, like every other licensee in this City. And, I stress to you
478 that although they have the opportunity to succeed or fail, stand or fall, I am satisfied as a
479 longtime officer of the court and member of the bar that they will not fail, they will not fall and
480 that I urge you, respectfully, and exhort you to take the opportunity given by this judicial remand
481 to resolve this matter, as I said earlier, responsibly and finally and to restore the permanent liquor
482 license to Treasures. I know, I know that if this Council takes that action, it will not regret it.
483 And in my heart of hearts I firmly believe that you will come to be proud of the business, which
484 will hopefully, you will license this morning.

485 I thank you for your kind attention. If there are any questions, I would be pleased to try to
486 answer them.

487

488 **MAYOR PRO TEM REESE**

489 I just got a couple comments then I'll open up for questions. I certainly appreciate your wisdom
490 and your words. We kind of heard the same thing, that they was gonna fall or succeed on their
491 own merits and that's what happened. And I would just hope that we have a better relationship if
492 this does go forward, as you said, that we have a better relationship with, Metro has a better
493 relationship with Treasures as well as our City licensing and some of the things that was put in
494 place towards the end, as far as the young ladies working there was supposed to have instruction
495 and I think it was, at that time it was a volunteer type instruction and I would hope that they

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496 would make it a permanent, I'm sorry, not a permanent, they would – have to be, do it, every –
497 new girl would have to go through this, it would be mandatory that they take this training, rather
498 than voluntary.

499 I think that with all this, all that has happened, that maybe we might be able to come to a
500 working relationship. And those are my comments. Are there any other questions or comments
501 from the, by the Council? Councilman Wolfson.

502

503 **COUNCILMAN WOLFSON**

504 Mayor Pro Tem. I recognize Mr. DiFiore is in the audience and I would ask if he wouldn't mind
505 coming up to the podium with your permission, Mayor Pro Tem, to make some comments on
506 behalf of his department.

507

508 **MAYOR PRO TEM**

509 That'd be fine.

510

511 **JIM DiFIORE**

512 Good morning.

513

514 **MAYOR PRO TEM REESE**

515 Good morning, Mr. DiFiore.

516

517 **JIM DiFIORE**

518 Mayor Pro Tem, members of the Council. Councilman Wolfson, do you have anything specific
519 that you would like me to comment on?

520

521 **COUNCILMAN WOLFSON**

522 I think yesterday in – my office, Mr. DiFiore, we talked about the issue of an absentee owner and
523 the practical effect of that, that you perceived by this applicant. Could you comment on that a
524 little for us?

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525 **JIM DiFIORE**

526 Okay. Many, many times in enforcement of alcoholic beverage licenses, we find that many of
527 the problems that exist in the industry are based upon the fact that the owner of the establishment
528 is not on the premises and relies on his management staff to carry on the business on his behalf,
529 or her behalf, and many of the times that we issue citations are for those reasons. We work with
530 Metro on a regular basis and I think that they can back that statement up. What we've found in
531 the Treasures case is, meeting with Mr. Davari a couple of times before the club opened up, he
532 explained how the business was going to be operated. We took a tour of the facility. He
533 certainly gave the impression that he was very concerned with being a member of the community
534 in the alcoholic beverage industry. As we proceeded into the approval and issuance of the
535 license itself and the business being in operation, we subsequently had come forward – to us, two
536 key of the employees that acted as managers on his behalf. As we developed a, I guess, a rapport
537 we found that in his absenteeism, the, some of the things that we spoke to him directly about
538 weren't being provided or maintained at the establishment. I'll – give you an example. We –
539 heard from the previous representative of a preventative program that they installed where they
540 had a policy that they established at the club for their employees as managers and their dancers
541 and some of the disciplinary action that they would take if some of these provisions were
542 violated. Many times we heard in previous hearings some of the things that they provided the
543 Council relative to disciplinary action that they took on the dancers and we – debated that back
544 and forth. But as – we progressed into this year of opening and operating, when I went in with
545 Metro and my staff went in with Metro, I particularly took interest in how the management was
546 going to – operate and how they were going to react to some of the violations that we pointed out
547 to them and some of the violations that we ended up issuing citations to the dancers at that time.
548 I have some dates that I have provided or I took down some – notes on this that I'll, some of this
549 has been heard before but not by Councilwoman Tarkanian. They are very brief and – they're
550 specific to my observations on the management control of the operation.

551 On March 5th, Sgt. Arnone and myself observed a video monitor while in the club with the
552 manager in our presence. For about ten minutes we observed one of the screens a dancer who
553 was massaging a client or a patron of the club. We also observed the patron massaging the
554 dancer. Now the dancer was topless, she had no top on her and we brought it to the manager's

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555 attention at that time. Prompted him to get somebody in there to take care of the activity going
556 on. It took over ten minutes and we saw a couple of the floor men walk by the – booth that they
557 were in and took no action at all. It ended up actually being taken care of by the Metro detective
558 who was also onsite with us that night.

559 On April 30th, I issued a citation to a dancer for violation of – the activity in the erotic dance
560 code in the presence of the manager she was, she became very belligerent, almost to the point
561 where she may have been arrested. But, in the presence of the manager, the manager took no
562 action on her behavior at all.

563 On June 11th, while I was in the club, on the floor, and observing the performance of several
564 dancers, I noticed to my right, four feet to my right, a floor man who was apparently focused on
565 the same dancer that I was focused on to determine whether or not there was any violations. I
566 waited about two minutes because the activity that I usually take is if – the floor men take care of
567 it, then I don't have a concern with it. I waited about two minutes, he observed the same dancer
568 I observed, he turned around and walked away. At that time, I identified myself to the dancer
569 and escorted her back to the office, to issue a citation.

570 On August 27th, detectives and myself, visited the club due to a scheduled announcement of a, of
571 two porn actors that were going to appear at the club, one male and one female. At that time, we
572 were simply there to make sure that they had work cards. During the several minutes that I was
573 talking to the manager about the employee lists and the work cards and if it was up to date, a
574 female Metro detective escorted one of the porn actors, who happened to be female, back to the
575 room where I was in and advised her at that time she was being cited for a violation of erotic
576 dance code. When the act was specifically explained to her what was in violation, her comments
577 were something to the affect, no one ever told what I could or could not do, told me what I could
578 or could not do. At that time, both the detective and I looked at the manager and were waiting
579 for a response. No response was given and this only led us to believe that what the dancer was
580 saying, the porn actress was saying, was true.

581 Lastly, I think one of the things that was brought out in a Municipal Court trial by – the judge
582 who ruled on this, on a Treasures case, he made the statement that, now I don't believe Treasures
583 has any control of what their employees do. And, I think that really hit the point. I – think that
584 one of the things that, when we deal with other clubs and other alcoholic beverage licenses, when

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585 we take the issues up directly with the owner of the establishment, those issues are usually
586 corrected and we don't bring back before Council any – concerns for disciplinary action because
587 we have that rapport with those individuals. It's hard to do with Mr. Davari because he's in
588 Houston and it's hard to do, hard to make a rapport with the management when we don't believe
589 that they're fully cooperating with the City and we don't know if they're expressing the desires
590 of Mr. Davari.

591

592 **MAYOR PRO TEM REESE**

593 Mr. – DiFiore, if I could ask a – question. You heard what Mr. Weston has said about the new
594 employee from the District Attorney's Office and himself, do you think that will help or hinder
595 the operation?

596

597 **JIM DiFIORE**

598 Well, Ms. Janssen certainly has a – very good reputation, as does Mr. Weston here, in the
599 industry, but I kind of echo your sentiments, Mayor Pro Tem, we heard that before. And,
600 although this is an essentially, a promise being made, you know, it's – very difficult for attorneys
601 to handle some of the issue at the level that we have in, with Metro and with Business Licensing
602 and again, I think dealing with the owner directly is – certainly something that would – even
603 make the reputation or the rapport a lot better.

604

605 **MAYOR PRO TEM REESE**

606 Thank you. Councilman?

607

608 **COUNCILMAN WOLFSON**

609 Thank you, Mr. DiFiore, I have a question for Mr. Weston, if you don't mind, Mayor Pro Tem.

610

611 **MAYOR PRO TEM REESE**

612 That'd be fine. Mr. DiFiore, just a moment. Is there any other questions of Mr. DiFiore?
613 Councilwoman? Mr. DiFiore, thank you.

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614 **COUNCILMAN WOLFSON**

615 Thank you, Mayor Pro Tem. Mr. Weston, you would agree, would you not, that the burden of
616 suitability is on you?

617

618 **JOHN WESTON**

619 Yes, Sir. The burden with respect to any license, privilege license application is always, as I
620 understand it under this Code, on the applicant.

621

622 **COUNCILMAN WOLFSON**

623 And, what we're talking about here today is whether or not your clients, and I don't know if you
624 have two or three clients, so I guess this is the form of a question, do you believe that the
625 corporation is one of your clients as well as both Messer's Davari? In other words, the two
626 individuals and the corporation.

627

628 **JOHN WESTON**

629 Yes, I think both as a practical and as a legal matter, that is correct, Councilman Wolfson,
630 particularly given the dual approach to evaluation that is required pursuant to the Las Vegas
631 Municipal Code.

632

633 **COUNCILMAN WOLFSON**

634 Thank you, Mayor Pro Tem, I don't have any further questions of Mr. Weston.

635

636 **MAYOR PRO TEM REESE**

637 Thank you. Council members, any other questions? Councilman Brown?

638

639 **COUNCILMAN BROWN**

640 Thank you, Mayor Pro Tem. When we first heard this, without having the record in front of me,
641 just my sense at the time was with the Houston activities and especially the questioning of a
642 couple of the Board members at that time. One of the things that was never truly answered was
643 the relativity of activity in Houston in the SOB industry versus activities in Las Vegas. And, that

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644 was critical and I'll come back to it, because we – certainly heard and – saw evidence with
645 Metro's report that there was some, just outlandish behavior down in the Houston clubs but how
646 that transferred into Las Vegas remained a – big question. And, in my opinion, but for the fact
647 that the conviction condition was placed on at the end of the meeting, I think we would have
648 denied that application at that time. And, some of the, one thing that, if you go back and look at
649 that record, it might have been a couple hours of testimony, but it came down to the last two
650 minutes of commitments and promises and this is what you can and can't do and the conviction,
651 the actual condition is open to interpretation. So, two minutes of that record, even to this date, is
652 open to great debate as far as what the intent was of not only Mayor Goodman but the Council.
653 So, we get through and the condition was, violated and the conviction ultimately was overturned
654 so it comes back.

655 And what I asked earlier Mr. Henry was, just to make sure that we are looking at, and – I think,
656 as Mr. Weston indicated, the year of operation for the applicant, when he was open in the City. I
657 think that is where I focused the attention on. Because the questions about ten years ago in
658 Houston, have still never been answered as far as what's relative and what's not. And, in that
659 year, although Mr. DiFiore certainly made additional remarks today and – at the last Council
660 meeting, if I do recall there was rebuttal on Mr. Fiorentino's part as far as a list of probably three
661 or four hundred examples of management citing or lasering or whatever the terminology is as far
662 as things that were potentially in violation and it was certainly a compelling argument. Mr.
663 DiFiore, likewise, has stated some things that occurred in the club that he – disagreed with and
664 again, it's relative to what's happening in Las Vegas in the SOB industry. And, it, I – don't
665 remember the gentleman's name but it was a private investigator that was hired by the applicant
666 to go and try to answer that question. What Treasures was in relation to the other adult
667 entertainment clubs in the City of Las Vegas. And his report, paraphrased in my words, of
668 course, was that Treasures was no worse, perhaps better, but at least as good as the other clubs
669 that were operating within the City of Las Vegas, under our Code.

670 And that, I think that year history was, again from my perspective, good enough to indicate that
671 the Davaris and the Treasures nightclub was operating as we had hoped for. A lot of the blatant
672 drug use and prostitution onsite and those type references, but in Houston, there was absolutely

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673 no indication here over that years operation that some of the more outlandish behaviors that were
674 recorded six years ago, were not evident here in Las Vegas. And – that meant – a lot.
675 The other factor that comes into this is, we have courts here locally that are now questioning not
676 only the – prostitution conviction that was overturned but even the ordinances. What determines
677 a violation of the erotic dance code? Interpretation of Mr. DiFiore or a Metro officer or an
678 attorney or the courtroom. There seems to be tremendous disagreement, and I've stated this
679 before, if we really want to, maybe not clean up the industry but get more specific on how to
680 manage the industry, we need to find out what the courts want us to do as far as defining erotic
681 dance codes and illegal touching or massaging or caressing or the things that if we line up five
682 people here in the – City Council chambers they all tell us a different story.
683 So that x factor there, is – something that we're going to have to resolve today, tomorrow or
684 sometime in the future and – certainly, I've expressed some interest before, what I think would
685 be the cleanest way to do it. But, I think today, I feel very comfortable if we're dealing with, be
686 it the – revocation of a temporary or permanent, it doesn't mean much today, but if we go back
687 and say, they operated for a year, I think they met the commitments that they made to the City
688 and – I would be supporting that license understanding that, as Mayor Pro Tem indicated,
689 doesn't take away our ability tomorrow, or a year from tomorrow, to make sure this club is being
690 operated and managed under the laws of the City of Las Vegas. And, a clear indication in
691 talking with the applicant and Mr. DiFiore's statements on the record, that unless there's a better
692 effort made with the existing onsite management, that in the past have been indicated by our staff
693 as being somewhat obstructionist, that to me is probably the biggest obstacle that needs to be
694 overcome. And, I have received, at least statements and hopefully, Mr. Weston's earlier
695 comments will speak to that, that we need to have this business be a better business partner with
696 Mr. DiFiore and Metro.
697 But overall, and especially in the context of this SOB industry in Las Vegas, I think that the
698 burden had been met as far as, is Treasures doing a, as good a job or better in raising the bar and
699 everybody remembers the statements, we want you to raise the bar. On looking at the testimony
700 in that year of operation I think, in fact, they did. Now, if they can just start working with the
701 City a little bit better, I think we'll be in good shape.

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702 **MAYOR PRO TEM REESE**

703 Thank you, Councilman Brown.

704

705 **BILL HENRY**

706 Councilman.

707

708 **MAYOR PRO TEM REESE**

709 Mr. Henry, yes.

710

711 **BILL HENRY**

712 I'll try to address the questions that – I think were embedded in – your comments and if I don't
713 address all of them, please tell me and I'll be very –

714

715 **COUNCILMAN BROWN**

716 And, you don't have to.

717

718 **MAYOR PRO TEM REESE**

719 He was making comments.

720

721 **COUNCILMAN BROWN**

722 If there were questions embedded in there, you don't have to respond to them.

723

724 **BILL HENRY**

725 All right.

726

727 **COUNCILMAN BROWN**

728 They were probably open ended for a later date. But I just, in looking at the history, on the past
729 four years on this, I think it comes down to simply that, we asked them to raise the bar, the year
730 of operations, in fact, they demonstrated, with some exceptions, that they did in fact raise the bar

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731 and if they start working better with the City, I think we'll have at least this applicant and this
732 business license in a position that we can force others to – get to that bar.

733

734 **MAYOR PRO TEM REESE**

735 I gotta make another quick comment, too. I'm just really surprised that we're here again today.

736 You know, after what had happened, I just figured that the courts would take care of this and just

737 because Mr. Goodman and his expertise in District Court, I guess he did his job too. Ms.

738 Tarkanian?

739

740 **COUNCILWOMAN TARKANIAN**

741 Yes. Again, and I'm new at this so I can only come from where I'm coming from and my own

742 knowledge –

743

744 **MAYOR PRO TEM REESE**

745 That's fine.

746

747 **COUNCILWOMAN TARKANIAN**

748 – of the situation.

749

750 **MAYOR PRO TEM REESE**

751 We're – welcoming you.

752

753 **COUNCILWOMAN TARKANIAN**

754 I will tell you the building they have is certainly a lot better than the other buildings in Ward 1

755 along that street. It's a beautiful building. However, I was extremely disturbed, bothered, by the

756 report. Now, can I mention anything in this report? Is that all right?

757

758 **MAYOR PRO TEM REESE**

759 Absolutely, Ma'am.

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760 **COUNCILWOMAN TARKANIAN**

761 These were not, the action, some of the actions in this report were not interpretations of what
762 sexual conduct is or not. I mean, it was very graphic and very specific and I don't think there
763 would be any question about what it was. I, I'm sorry, I respect Mr. Brown very much but I
764 don't agree that it's the year that we're going to make, that I would make a vote on. Because to
765 me, the key is the credibility, the suitability of the company as it comes here before us. So, I'm –
766 going back to that time and that's what I understood when we got to this item, that we're voting
767 on credibility. I have nothing to do with and I don't understand all the backs and forths that
768 we've done as far as the other, I think I understand it relatively well.

769 But I would have to say that I would not agree and I would not be in favor of granting this
770 license. And, I would not have been the day it came before here based on the reports that are
771 here, I would not be in favor of it. And I just wanted to add that.

772 And, even though it's in my district and even though I feel that way, I would certainly respect
773 those who disagree with me. Because I understand that the attorney has made an excellent
774 presentation and Mr. Davari's here and he has spoken some good words. But you know, what is
775 a year? I look at a year as something when you've had, they know you're close, they're closely
776 watched. That's not enough for me to show the suitability. And so that's how I feel today and I
777 just wanted to mention it.

778

779 **MAYOR PRO TEM REESE**

780 It seems like every year I have is glorious, though.

781

782 **COUNCILWOMAN TARKANIAN**

783 Is glorious?

784

785 **MAYOR PRO TEM REESE**

786 Yeah, each year that I have (inaudible) my age.

787

788 **COUNCILWOMAN TARKANIAN**

789 I'll tell you what, it's you're grateful for each year, I – am. Yes.

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790 **MAYOR PRO TEM REESE**

791 That's it. That's it. Councilman Weekly, you have anything you want to add?

792

793 **COUNCILMAN WEEKLY**

794 I just wanted to ask, from the City Attorney's standpoint, legally, where – do we stand from your
795 opinion? Once again, just to recap.

796

797 **BILL HENRY**

798 Legally, I think where – you stand right now is, you have agendaed before you, licensing and
799 suitability of the Davari brothers as principals because this agenda item relates back, ultimately,
800 to the original agenda item in February of two thousand and one.

801

802 **MAYOR PRO TEM REESE**

803 And he's not even a politician, Councilman.

804

805 **BILL HENRY**

806 That's legally where you stand. I – think legally, the things that, the material things that you can
807 consider are that two thousand Metropolitan police confidential report that Councilwoman
808 Tarkanian referred to. The evidence that you've heard before and is also summed up in – your
809 briefing book as to the alleged Texas banking violations. And quite frankly, I think certainly,
810 you can under, that you can consider the year of operation they had. And I'm sure all of you will
811 remember, perhaps Councilwoman Tarkanian wasn't on the Board then, but previous counsel for
812 the Davaris asked City staff during two thousand and four, to generate statistics amongst all of
813 our sexually oriented businesses similar to theirs, as to violations of erotic dance or prostitution,
814 and we did that both in terms of arrest and conviction. We presented that to the Council both in
815 June and, I think, in September in graphic form and in remarks made in September, we reported
816 that in the year of operation, there were a few businesses that were better than Treasures and
817 some that were worse and – one that was much, much worse. And so, in essence, they found
818 themselves in the middle.

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819 I would like to add these two observations. The first one is, if the role of Mr. Weston and Ms.
820 Jenssen, formally of the DA's Office, is merely to be lawyers and give advice, then clients are
821 free to reject advice. And I don't know how meaningful that would be to you in terms of
822 whether or not the manager on scene here in Las Vegas would accept or reject the advice.
823 However, if their role in the organization in addition to giving advice is they have authority to
824 tell him to do things and he must do them, then I think reasonably you would look at it in a
825 different fashion.

826 And I would add one other thing. I think any business, if they try hard enough, can either control
827 or keep down to a dull roar, erotic dance violations. But in a community such as ours, that
828 permits lap dancing, common sense just tells us it's impossible for the management to control
829 every time, what every dancer might whisper in a customer's ear and what he might whisper in
830 hers.

831 And with that, I'd submit it.

832

833 **COUNCILMAN WEEKLY**

834 So, Attorney Henry, with all that being said, tell me from what was sent down to us from the
835 higher courts, where are we as far as your recommendation is concerned. That's all I want to
836 know. I mean, I've read these documents and that, that's what I want to know.

837

838 **BILL HENRY**

839 You're conducting a hearing on – their application for transfer of a permanent liquor license and,
840 if at the conclusion of the hearing you grant their application for a permanent liquor license,
841 either free of conditions or with conditions that are mutually acceptable, the lawsuit that has been
842 dismissed will be dismissed with prejudice. It's over with, we walk away, both sides. If at the
843 end of this hearing you don't grant them a permanent liquor license or you grant them one but
844 impose conditions that aren't mutually acceptable, they may, at their option, renew the lawsuit.

845

846 **COUNCILWOMAN TARKANIAN**

847 Excuse me, does that mean we're right where we'd be, where you started originally, except that
848 they can file a lawsuit, which they could anyway, if it was something they disagreed with.

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849 **MAYOR PRO TEM REESE**

850 Yes.

851

852 **BILL HENRY**

853 Yes. In many ways –

854

855 **COUNCILWOMAN TARKANIAN**

856 Yes, is that what that was, okay. That's –

857

858 **BILL HENRY**

859 Yeah, we're back where we were, this is positions you were, we were originally.

860

861 **COUNCILWOMAN TARKANIAN**

862 Mr. Weekly, would you mind if I asked another question?

863

864 **COUNCILMAN WEEKLY**

865 Oh, no, please. Thank you.

866

867 **COUNCILWOMAN TARKANIAN**

868 Where – are –, they on the forfeiture of the money? Didn't they for, they forfeited money in

869 Texas right?

870

871 **BILL HENRY**

872 My understanding is not they forfeited the money, that's a term of art that would mean that a

873 court had –

874

875 **COUNCILWOMAN TARKANIAN**

876 Seized, yeah.

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877 **BILL HENRY**

878 They have seized it.

879

880 **COUNCILWOMAN TARKANIAN**

881 Right.

882

883 **BILL HENRY**

884 So.

885

886 **COUNCILWOMAN TARKANIAN**

887 Have they returned any of the money they seized?

888

889 **BILL HENRY**

890 No.

891

892 **COUNCILWOMAN TARKANIAN**

893 Okay, I just, that's, I wanted to know that. Thank you.

894

895 **MAYOR PRO TEM REESE**

896 Okay. Councilwoman, do you want to make a motion?

897

898 **COUNCILMAN WOLFSON**

899 Excuse me.

900

901 **MAYOR PRO TEM REESE**

902 Yes.

903

904 **COUNCILMAN WOLFSON**

905 Mayor Pro Tem. And I – apologize, Councilwoman Tarkanian, before a motion is made, may I
906 make a few more comments?

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907 **MAYOR PRO TEM REESE**

908 Absolutely.

909

910 **COUNCILMAN WOLFSON**

911 With – your pleasure, Councilwoman. Thank you. Mr. Weston, I want to compliment you and
912 Kathleen for coming into my office yesterday, you always do a good job. When I first met you
913 many years ago, you were an exemplary lawyer and you're an exemplary lawyer today. I'm
914 troubled by the reports I have in front of me and you really haven't addressed some of them.

15 Some of the reports I have in front of me talk about neither of the applicants, and we're talking
916 about the Davaris and I will refer to a report by a Metro detective dated December 19th of 2000.
917 And, I recognize that's four years ago, but in this report on Page six, there's mention of, neither
918 of the applicants listed any of the following information on their personal history application
919 under the licensing history section, question number 20. And that question was, have you ever
920 appeared before any licensing agency or similar authority in or outside the State of Nevada for
921 any reason whatsoever? The point is that our police agency, in a report that is provided to us,
922 informed us that your clients, in their application, didn't list any previous history before the
923 Texas authorities. And I'm troubled by that.

924

925 **JOHN WESTON**

926 Councilman, may I respond sequentially so we don't lose the (inaudible) of your remarks?

927

928 **COUNCILMAN WOLFSON**

929 Sure, with the permission of Mayor Pro Tem.

930

931 **MAYOR PRO TEM REESE**

932 Yes.

933

934 **JOHN WESTON**

935 Oh, I beg your pardon. Forgive my – violation of code.

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936 **MAYOR PRO TEM REESE**

937 Can you speak into the microphone, please?

938

939 **JOHN WESTON**

940 Thank you. Mayor Pro Tem, may I – address that?

941

942 **MAYOR PRO TEM REESE**

943 Yes.

944

945 **JOHN WESTON**

946 At the time, Councilman Wolfson, when that was initially brought to the attention of this
947 Council, I believe it was Mr. DiFiore, also indicated however, that in the very same application,
948 both of the principals Mr. David Davari, Mr. George Davari, Mr. Ali and Mr. Hussan Davari,
949 indicated in great detail that there have been suspensions and various activities and provided the
950 tel, the name and the telephone number of the relevant person involved in discipline with the
951 Texas Alcoholic Beverage Control. The TABC, which is the agency that oversees all liquor
952 licensing and which in Texas, more than the local police authorities, is the overseer of regulatory
953 conduct issues with respect to sexually oriented alcoholic facilities. This was a liquor license
954 application and far from seeking to conceal the Davaris provided, and I wasn't involved with it,
955 more information with respect to how the licensing authority here, could obtain complete and
956 documented information than any I've ever seen by providing the name and telephone number of
957 the relevant official in Texas. Mr. DiFiore pointed that out, it's in the transcript of February 21,
958 2001. And I have a copy, if you wish to see it, of the two relevant pages from the application
959 submitted in 2000 to confirm that, Sir.

960

961 **COUNCILMAN WOLFSON**

962 Next I – have another report dated March 17th of two thousand and four. It's to Mr. DiFiore
963 from a Detective John Loreda. Now, this is a report that is authored, and this is within the book
964 that is provided to us, Mr. Weston, so I – assume you have the same reports.

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965 **JOHN WESTON**

966 I – don't have it in front of me, Sir, but I'll try, I may be familiar with it.

967

968 **COUNCILMAN WOLFSON**

969 Okay. And, this is a report from approximately 11 months ago, and on Page two of this report,
970 under Synopsis of Investigation, in the last sentence of the second paragraph, and this is authored
971 by a Metro detective who obviously participated in this investigation. He says, from opening
972 day through our last inspection, and that's covering six months of business, there has been no
973 improvement on conduct at the business despite the efforts of Special Investigations visits and
974 the commitment of the key and owners to correct and prevent violations of the business. That
975 detective goes on to say, in another paragraph, sadly, there were no changes, improvements or
976 modifications in the conduct observed. And he goes on to say, this detective, in a report from
977 just ten months ago, that talks about the conduct of this business while it was open what we have
978 observed and documented leads us to believe that management and ownership are well aware of
979 the violation of conduct and willing allow it for the purposes of profitability and fulfilling
980 customer expectations. The intentional disregard of regulatory dance ordinances, the volume of
981 citations issued for prohibited dance contact, the failure to correct the activity, etcetera, etcetera.
982 And then it says, that is a far cry for raising the bar as was the pre-opening agreement.

983 So, I'm just letting you know that lawyers make statements and – I respect that, 'cause I'm one
984 as well, but, when I have documentation in front of me that is different from what you are
985 saying, I have to pay attention to the documentation.

986 And then the final thing I'd like to add is, that in my opinion, for me, much more weight than
987 should be placed has been placed on this so called condition number three. This condition
988 number three was a proposal, if you will, by your predecessor that should one of the employees
989 suffer a conviction for soliciting prostitution, then, whatever language was used, we voluntarily
990 surrender our license or – whatever. And, that was one of the three, so called basis for action.
991 To me, it wasn't necessarily the most important basis or condition, maybe to some of my
992 colleagues it was but, not to me. In fact, this condition, in my opinion was, played a very small
993 role in my mind because to condition a license upon a single conviction for soliciting prostitution
994 on a person who works in a strip club, is fairly ridiculous. There are employees or independent

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995 contractors, whatever you call them, who are cited and or arrested and or convicted on a regular
996 basis out of these clubs. But at the time, I believe, your predecessor had to do something to try
997 and save his – client's license. So, I don't place a lot of value, if you will, on the fact that a
998 District Court judge, respectfully to Ross Goodman and respectfully to that judge, reversed one
999 conviction. My job is to look at your clients as a whole. We're talking about suitability here.
1000 And, in my opinion, I have to look at a period of time, not just six months of operation of one
1001 club or 12 months of operation of one club, but, I have to look at their conduct because it's
1002 relevant. For years, your clients have been in this business for 15 years or so, and there is a
1003 history of conduct, good or bad, for 15 years.

1004 So, and unless I'm wrong here, my job is to look at whether or not your individual clients are
1005 suitable and not whether or not one conviction was overturned or not. And, so, my vote today is
1006 going to be based on that overall determination.

1007

1008 **MAYOR PRO TEM REESE**

1009 Thank you, Councilman. Any other comments? Councilwoman, you wanna make a motion,
1010 please?

1011

1012 **COUNCILWOMAN TARKANIAN**

1013 I move to deny the, excuse me, **I move to deny the transfer of the tavern liquor license.**

1014

1015 **MAYOR PRO TEM REESE**

1016 Thank you. You've heard the motion please cast your vote. Please post. Motion fails. **(Motion**
1017 **failed with WEEKLY, BROWN and REESE voting NO, GOODMAN abstaining because**
1018 **his son, Ross Goodman, has represented employees of Treasures and MACK abstaining**
1019 **because Treasures is a client of Mack Consulting.)**

1020 I will make a motion to approve the application with a few conditions. One of those conditions
1021 would be that all the dancers, whether they are enforceable or not, that all the dancers go through
1022 a mandatory training period so they understand, at least, if Metro comes in and/or licensing
1023 comes in, they can at least know what they're supposed to be doing. I know that's really hard to

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1024 pass laws and ordinances and to have them enforced, especially when there's a gray area. But, if
1025 we could do that, I would appreciate that.

1026 Also, on the – work cards, or whatever, I don't want one of the dancers to be called Bambi. I
1027 would – like to have the ability for licensing to go in there and to know what their real name is
1028 on their social security card.

1029

1030 **UNIDENTIFIED FEMALE SPEAKER**

1031 Bambi.

1032

1033 **MAYOR PRO TEM REESE**

1034 That's fine, if that's what it is. And also, there's been talk before of a dancer, if they are noticed
1035 doing something that they're not supposed to be, that the club itself will discipline them. And I
1036 would sure hope that there are some discipline rules put in affect that if the dancers are creating
1037 problems, that they will be disciplined by the club rather than having you go through the court
1038 system.

1039 And, with – those –

1040

1041 **BILL HENRY**

1042 Councilman, if I might interrupt. Because of the way this came back, would you inquire of Mr.
1043 Western, Weston, whether or not those conditions are acceptable conditions on the license
1044 should you issue one, please?

1045

1046 **MAYOR PRO TEM REESE**

1047 I was getting ready to do that. Yes.

1048

1049 **JOHN WESTON**

1050 Mayor Pro Tem, with all respect. A, I would need to confer with my client if I might, may have
1051 a moment –

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1052 **MAYOR PRO TEM REESE**

1053 That's fine.

1054

1055 **JOHN WESTON**

1056 – with respect to that, and secondly, –

1057

1058 **MAYOR PRO TEM REESE**

1059 Well, this – is something though that your client put in place at this club themselves, and we –

1060 was going through these hearings and stuff. This is not something that I sat up here and dreamed

1061 up. This is something that they come back and said this is what we're going to do, this is what

1062 we've done and then they gave us the results of – these actions that they take, that they have

1063 taken.

1064

1065 **JOHN WESTON**

1066 I – absolutely understand what the Mayor Pro Tem is suggesting. I can tell you, that with respect

1067 to the social security card, I'm not quite sure I understand the issue.

1068

1069 **MAYOR PRO TEM REESE**

1070 Well no, I – I've understood that through Metro and through our business licensing that they

1071 don't know, okay, if they're gonna cite – somebody and give 'em, they give 'em the name of

1072 Bambi and so then she just tears the ticket up because that's not her name. And, so, you – go,

1073 you can't, you take, can't take it to court. There's – no grounds for it to stand upon.

1074

1075 **JOHN WESTON**

1076 Forgive me.

1077

1078 **MAYOR PRO TEM REESE**

1079 Because that, that's not their name.

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1080 **JOHN WESTON**

1081 I'm not, arguing with the Chair but I – don't know how that would be any different with
1082 Treasures from respect to anybody, any other applicant. It, 'cause that's a licensing issue at – the
1083 Sheriff's Department, is it not, Sir?

1084

1085 **MAYOR PRO TEM REESE**

1086 Yes, Mr. Jerbic.

1087

1088 **BRAD JERBIC**

1089 If I could, I think more specifically the issue was, when Mr. Dillard made his report to the
1090 Council, with respect to the discipline that Treasures had taken against its own dancers, the
1091 dancers weren't identified by their real names, they were identified by their dance names. And, I
1092 think that one of the things that occurred in – the last couple of weeks was a – realization that the
1093 self-imposed regulations weren't real measurable because the names that were used by the
1094 detective were not the same names that they go by legally. And so, I – think the condition that
1095 was recommended was a condition that if you keep track of discipline of your dancers internally,
1096 or problems internally, you keep track of the discipline against the dancers using their real name,
1097 not their stage name.

1098

1099 **MAYOR PRO TEM REESE**

1100 So, would you like to check with your client?

1101

1102 **JOHN WESTON**

1103 Yes. And, with respect to mandatory training, this –

1104

1105 **MAYOR PRO TEM REESE**

1106 Well, and again, they – , Mr. Dillard himself, who was referenced by our City Attorney, had a
1107 class where they was – taught or explained what they had to do as far as the erotic – dance code
1108 and stuff. And, he never did say whether it was mandatory or whether it was volunteer. I
1109 understood it was volunteer so you mighta had had only one or two of the girls doing it. I think

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1110 if they want to do this, then it should be mandatory that every girl goes through this before she –
1111 goes on the floor, so she understands what she's supposed to do. And, again, they – volunteered
1112 to raise the bar. I think this is one way that we can get to raise the bar. And, if we have
1113 problems with the other clubs, we can, might institute some of the same rules if they, if they're
1114 successful.

1115

1116 **JOHN WESTON**

1117 I think that's kind of, you know, in a sense, the issue. With respect to different clubs and
1118 everybody being, Treasures, being singled out. But I'm –

1119

1120 **MAYOR PRO TEM REESE**

1121 But – again, though, they come to us saying that this is what they was going to do for us. And as
1122 Councilman Brown referenced, we, he felt like they had really tried to do that. And, I'm just
1123 trying to continue that with my motion.

1124

1125 **JOHN WESTON**

1126 I understand. Mr. – Henry has assisted me to understand at least that, the point with respect to
1127 the name, for which I thank him. And then with respect to the discipline issue to which you
1128 referred, Sir.

1129

1130 **MAYOR PRO TEM REESE**

1131 Well, again, though, they – said that if – they caught some of the girls doing things they're not
1132 supposed to that they're going to be, not be able to work for three days or a week or whatever,
1133 and I would just like to see that continue. I mean, when you – hit somebody with, in the pocket
1134 book, where they're not being able to work and they're going to make sure that they do things
1135 that they're – supposed to, especially if, in house, they're going to be disciplined.

1136

1137 **JOHN WESTON**

1138 And – how do you think that, and I understand the point, I'm just trying to make sure that we
1139 don't get back to where we were, how do you see –

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1140 **MAYOR PRO TEM REESE**

1141 And, again, this – is all in house. Again, I don't feel like, that I'm gonna have my staff going out
1142 there everyday to make sure that this is happening. I'm just saying that this is something
1143 voluntary and I think that if it is, then we won't have the problems that we – might have
1144

1145 **JOHN WESTON**

1146 May I be excused for a moment –
1147

1148 **MAYOR PRO TEM REESE**

1149 Absolutely.

1150

1151 **JOHN WESTON**

1152 – to confer with my – client?

1153

1154 **MAYOR PRO TEM REESE**

1155 No, he's just gonna go down there for just a second. We will – take a short recess of a couple
1156 minutes.

1157

1158 **JOHN WESTON**

1159 Thank you, Sir.

1160

1161 **END OF RELATED DISCUSSION**

1162 **RESUMED RELATE DISCUSSION**

1163

1164 **JOHN WESTON**

1165 Mr. Mayor Pro Tem, members of the Council, I've conferred with Mr. Davari extensively with
1166 respect to it and let me say this, we appreciate the time and the care that was spent on this and the
1167 matters of great weight, which sit on the shoulders of every member of this Council. With
1168 respect to each of the three items, we do them, we will do them and as they have been helpfully
1169 augmented and, well, let me rephrase that, as they have been, it has been suggested to us that

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1170 they be augmented and modified, we agree. But terrible things have flowed from having
1171 Treasures legislatively and administratively singled out amongst all of the licensed adult
1172 entertainment businesses in Las Vegas. And, I say this with the utmost respect, not only of
1173 myself as an attorney but of Mr. Davari, who stands here to say, he stands in awe of and with
1174 respect for this Council. But the notion of having some kind of, in a sense, second class
1175 citizenship or being painted with a target against, with respect to any of the other clubs, puts him
1176 in an untenable position, Sir. And we beseech the Council, if I may –

1177

1178 **MAYOR PRO TEM REESE**

1179 All I – ask was is they put these in their table of things to do up there, this is something here like
1180 I don't feel like that this Council would even dare try to go in there and enforce.

1181

1182 **JOHN WESTON**

1183 But it –

1184

1185 **MAYOR PRO TEM REESE**

1186 And, again, in all respect, Mr. Davari and the Council before, they put themselves in this, maybe
1187 this unobtainable position, when they said they would raise the bar. And all I'm saying is, okay,
1188 that there put them in the elite. Not down here with the rest of them. They put themselves up
1189 here with the elite. And that's all I'm asking is that, show the Council that they mean to – raise
1190 that bar. I'm not putting an – added, I don't feel like with the motion for approval with these
1191 three, two or three conditions is putting them in a different position then anybody else. This is
1192 what they come to us and volunteered to do for us. This is not something the Council said, you
1193 will do this. And, again, is it enforceable? I don't think so. But, again, I – think that showing
1194 good character or wanting to make sure that his club is setting that bar that they said they was
1195 going to do. These are three of the things that they could do to show us that they were going to
1196 try and do that. And so, with – that said, any other comments?

1197

1198 **BILL HENRY**

1199 You have to agree or disagree.

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1200

1201 **JOHN WESTON**

1202 Mr. – Mayor Pro Tem, I can only say, and offer to this Council at the end of this long, long
1203 journey, we will do every one of those things but as a formal condition, enforceable or not, and I
1204 appreciate the Mayor Pro Tem's candor, it is my clients feeling that it, he and they cannot accept
1205 a formal condition which requires them to do something which other clubs are equally not
1206 responsive required to do. We will, if it helps, sponsor an initiative to require, to amend the
1207 legislation to require everybody to do it.

1208

1209 **MAYOR PRO TEM REESE**

1210 No. You know, I'm – very disappointed, okay. Myself, just for me, I'm very disappointed. I've
1211 – said these conditions aren't enforceable I mean, this is just something that they volunteered, in
1212 front of me, sitting up here making these decisions and stuff. And I woulda thought that they
1213 would have said, we'd be tickled to death to do something like that because they've already –
1214 promised they would do that –

1215

1216 **JOHN WESTON**

1217 And –

1218

1219 **MAYOR PRO TEM REESE**

1220 – and alls I was trying to do was reiterate, okay, reiterate what they had said they would do.
1221 And, maybe I shouldn't have made it a condition of the – motion, okay, but again, it is
1222 unenforceable so I guess I will retract that part of my motion. But again though, I would like to
1223 Mr. Davari to say that, for you to say, representing Mr. Davari, that they will try to do these
1224 things as they said they would do. And that's all – I was doing.

1225

1226 **JOHN WESTON**

1227 Unequivocally, Sir, and thank you for that clarification for which I'm very grateful. On behalf of
1228 the client, the individual principals and the business, they will do those things voluntarily. We

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1229 understand the admonition and we will adhere to it as part of a non-condition. Thank you for
1230 that, Sir.

1231

1232 **MAYOR PRO TEM REESE**

1233 But, again though, you know, and I think that is, it is important though that if, and Mr. Jerbic
1234 alluded to, with the names and stuff. I think that it's prudent that when we have people go out
1235 there, that we know who were talking to, and why and how come.

1236

1237 **JOHN WESTON**

1238 Thank you very much; it's an excellent suggestion and – Mr. Henry helped show me exactly how
1239 to do it and we will do that, Sir.

1240

1241 **COUNCILMAN BROWN**

1242 Mayor Pro Tem.

1243

1244 **MAYOR PRO TEM REESE**

1245 Yes.

1246

1247 **COUNCILMAN BROWN**

1248 Mr. Weston was cut off but I'll put on, this on the record, and I think, as Mayor Pro Tem Reese
1249 indicated, it was your client that said they were going to do things to raise the bar. And, that we
1250 – were looking, and are looking, for Treasures to set that bar. To be a leader in an industry that
1251 perhaps needs some leadership. But your comments that were leading to perhaps, selective
1252 enforcement or having a target on the business, I think that's true. It came up, I don't have my
1253 volume in front of me, but I know it came up on a couple of occasions. Simply, why we were
1254 spending so much time at Treasures, in compare, comparison to the other clubs and why, for
1255 example, other clubs that had been cited for prostitution were never prosecuted, they were just
1256 negotiated down. So, there was – a host of things, and the response came back from the City
1257 staff that it was the Mayor and the Council that almost mandated us to take this approach with

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1258 Treasures. And that's true, we did. We put you in a box, we put the focus on you and we went
1259 after you with resources that were probably inequitable compared to other similar licenses.
1260 With today, I think the indication is that we want our City resources, and including Metro, and
1261 both of those resources are limited and I would hope that we try to do the things to maximize
1262 those, but lets look at the industry, if this motion does carry, let's look at the industry as a whole
1263 and make sure that we, as the City, and Metro, go after the industry for enforcement and
1264 compliance in an equitable manner. So we are not accused, as some statements were made, as
1265 being selective and discriminatory in our actions.

1266 And I don't want to put words in Mr. Weston's mouth but I think that was part of the statement
1267 that he was about to make and do agree with Mayor Pro Tem. You asked to be the leader in the
1268 industry, we're asking you to be that leader. And the City wants to be in a better situation where
1269 Mr. DiFiore and his staff can go in there and not face the obstruction, the obstructionist behavior
1270 that they faced in the past. It's pretty simple. Those that think we're going to get rid of this
1271 industry, that's a whole other dialogue but there's things in the industry we have to address as a
1272 whole, on a global matter. Thank you.

1273

1274 **MAYOR PRO TEM REESE**

1275 Thank you, Councilman. But, again, though, you know, it just seems to me like that knowing,
1276 you know, that if we have any problems out there at all, we can – have the – Mr., Westwood Inc.,
1277 back in here for a show-cause hearing just that quick.

1278

1279 **JOHN WESTON**

1280 Yes, Sir.

1281

1282 **MAYOR PRO TEM REESE**

1283 And so, I – was just trying to, I guess, go a little bit further than what they had already done in –
1284 the past as far as telling us that they was gonna raise that bar. And so, with those comments
1285 made, **my motion is for approval of this application.**

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1286 **BRAD JERBIC**

1287 To make it clear for the record, that is without condition?

1288

1289 **MAYOR PRO TEM REESE**

1290 Yes. Please cast your vote. Please post. Can we try it again, please? Please post your, please

1291 cast your vote.

1292

1293 **BARBARA JO RONEMUS**

1294 (inaudible)

1295

1296 **COUNCILMAN WOLFSON**

1297 Like the verdict, Mr. Weston.

1298

1299 **BARBARA JO RONEMUS**

1300 I – don't have a screen here.

1301

1302 **UNIDENTIFIED MALE SPEAKER**

1303 Ours is back up, Roni.

1304

1305 **BARBARA JO RONEMUS**

1306 Yours is back up? I do not have a screen.

1307

1308 **MAYOR PRO TEM REESE**

1309 Okay. It don't matter, we can take a –

1310

1311 **BARBARA JO RONEMUS**

1312 (inaudible)

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1313 **MAYOR PRO TEM REESE**

1314 – can we just have a show of hands? All those in favor, all those opposed. Please show that the
1315 vote is three to two. (Motion carried with TARKANIAN and WOLFSON voting NO,
1316 GOODMAN abstaining because his son, Ross Goodman, has represented some employees
1317 of Treasures and MACK abstaining because Treasures is a client of his company, Mack
1318 Consulting) Does the motion carry, Mr. Jerbic?

1319

1320 **BRAD JERBIC**

1321 Yes, it does. Under the Council Quorum Reproduction Formula prescribed in the State
1322 legislature, three members are necessary to carry a positive vote in this case.

1323

1324 **MAYOR PRO TEM REESE**

1325 So, you have – those voting yes, those voting no, Roni? Roni?

1326

1327 **BARBARA JO RONEMUS**

1328 Pardon me?

1329

1330 **MAYOR PRO TEM REESE**

1331 You have those voting yes and those voting no?

1332

1333 **BARBARA JO RONEMUS**

1334 Yes, Sir.

1335

1336 **MAYOR PRO TEM REESE**

1337 And, the two ab, two abstentions. Okay. Thank you.

1338

1339 **JOHN WESTON**

1340 Thank you, Mayor Pro Tem, members of the Council.

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1341 **BILL HENRY**

1342 Mr. Mayor Pro Tem, I've made reference to briefing books and I'd like to lodge a copy of one of
1343 those books with the Clerk.

1344

1345 **MAYOR PRO TEM REESE**

1346 Thank you.

1347

1348 **BILL HENRY**

1349 Thank you, Mayor.

1350 **(END OF DISCUSSION)**

1351 /slc;ac

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 16, 2005

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

Discussion and possible action reconsidering the application of D. Westwood, Inc. to transfer a tavern liquor license at 2801 Westwood Drive, Las Vegas, Nevada - Ward 1 (Tarkanian)

Fiscal Impact:

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

PURPOSE/BACKGROUND:

In 2001, the City Council considered the application of D. Westwood, Inc. to transfer a tavern liquor license. The Council issued a temporary license, subject to the Applicant's agreement that if even one erotic dancer at the business was convicted of prostitution, the license was subject to not being made permanent. In 2004, an erotic dancer at the business was convicted of prostitution, and at a subsequent City Council meeting, the Council declined to issue a permanent liquor license. D. Westwood, Inc. brought litigation in the Federal Court. Subsequently, the prostitution conviction of the dancer was vacated on appeal by the State District Court. The Federal Court, upon stipulation of the parties, has ordered the matter remanded to the City Council to reconsider D. Westwood, Inc.'s application to transfer the permanent liquor license.

RECOMMENDATION:

That the Council reconsider the application for a permanent liquor license.

BACKUP DOCUMENTATION:

1. Submitted at meeting: Written Opinions for Mayor Goodman and Councilman Mack (filed and submitted under Item 63)
2. Submitted at meeting (filed under Item 63): binder with Tab 1 containing original LVMPD Privileged License Investigation Report (12/19/00) and with Tab 2 containing Texas forfeiture materials (Texas Law, Notice of Seizure and Intended Forfeiture, Search Warrant Affidavit)

MOTION:

REESE - APPROVED - motion carried with **TARKANIAN** and **WOLFSON** voting **NO**, **MACK** abstaining on Items 63 and 64 because Treasures is a client of Mack Consulting, and **GOODMAN** abstaining on Items 63 and 64 because his son Ross Goodman has represented employees of Treasures

NOTE: A previous motion for denial by Tarkanian failed with Weekly, Brown and Reese voting **NO**, **MACK** abstaining because Treasures is a client of Mack Consulting, and **GOODMAN** abstaining because his son Ross Goodman has represented employees of Treasures.

NOTE: CITY ATTORNEY JERBIC advised that under the quorum reduction formula prescribed at the state legislature three members are necessary to carry a positive vote in this case.

MINUTES:

NOTE: A combined Verbatim Transcript of Items 63 and 64 is made a part of the Final Minutes under

CITY COUNCIL MEETING OF: FEBRUARY 16, 2005

MINUTES - Continued:

Item 63.

Appearance List:

GARY REESE, Mayor Pro Tem

OSCAR GOODMAN, Mayor

MICHAEL MACK, Councilman

BILL HENRY, Senior Litigation Counsel

LARRY BROWN, Councilman

LOIS TARKANIAN, Councilwoman

JOHN WESTON, Applicant's Attorney

STEVE WOLFSON, Councilman

JIM DiFIORE, Manager, Business Licensing Division, Finance & Business Services Department

LAWRENCE WEEKLY, Councilman

UNIDENTIFIED FEMALE SPEAKER

BRAD JERBIC, City Attorney

BARBARA JO RONEMUS, City Clerk

UNIDENTIFIED MALE SPEAKER

(11:16 - 12:27/12:34 - 12:44)

2-1472/3-1

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 16, 2005

DEPARTMENT: FINANCE & BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT ☐ **CONSENT** ☒ **DISCUSSION**

SUBJECT:

Discussion and possible action on the Fiscal Year (FY) 2005-06 Las Vegas Metropolitan Police Department Funding Apportionment Plan

Fiscal Impact:

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

PURPOSE/BACKGROUND:

The City of Las Vegas and Clark County share the cost of the Las Vegas Metropolitan Police Department (LVMPD) budget in accordance with NRS 280.201. This apportionment formula is based on LVMPD statistics on calls for service and felony crimes, which when applied to LVMPD cost categories of uniform, investigative and community services, results in decreases of 0.9, 1.2 and 5.8 percentage points respectively. If the FY 2005-06 LVMPD budget were identical to the FY 2004-05 LVMPD budget, these reductions would translate to a 1.0 percentage decrease in the City's share of cost, or about \$2.5M.

RECOMMENDATION:

Approve the FY 2005-06 Las Vegas Metropolitan Police Department Funding Apportionment Plan.

BACKUP DOCUMENTATION:

1. LVMPD FY 2005-05 Cost Apportionment Plan
2. Submitted after meeting: Tom McGowan's written comments

MOTION:

REESE - APPROVED as recommended - UNANIMOUS with MACK not voting

MINUTES:

MARK VINCENT, Director, Finance and Business Services, reviewed the information under the Purpose/Background section. He recommended approval.

(12:44 - 12:46)

3-1202

LVMPD FY2005-2006 COST APPORTIONMENT PLAN

UNIFORM SERVICES				
FACTOR	CITY STATISTICS	CITY%	COUNTY STATISTICS	COUNTY %
POPULATION (1)	549,571	43.3%	719,172	56.7%
CALLS FOR SERVICE (2)	293,057	42.5%	396,234	57.5%
FELONY CRIMES (3)	35,987	39.1%	56,032	60.9%
AVERAGE PERCENTAGE		41.6%		58.4%

INVESTIGATIVE SERVICES				
FACTOR	CITY STATISTICS	CITY%	COUNTY STATISTICS	COUNTY %
FELONY CRIMES	35,987	38.5%	57,403	61.5%

COMMUNITY SERVICES				
FACTOR	CITY STATISTICS	CITY%	COUNTY STATISTICS	COUNTY %
ESTIMATED ANNUAL HOURS	88,440	51.9%	81,840	48.1%

1. Preliminary populations were provided by the Nevada State Demographers Office on December 8, 2004.

County population excludes incorporated cities and rural area populations, served by the Resident Officer Program, as follows: Bunkerville; Indian Springs; Laughlin; Moapa; Moapa Valley; Mt. Charleston; and Searchlight.

2. Actual calls for service from January 1, 2004 through December 31, 2004. Excludes calls associated with felony crime. County calls exclude calls at the Airport, Resident Officer-North and Laughlin.

3. Felony crimes are reported for the (12) month period between January 1, 2004 and December 31, 2004.

3. Excludes felony crimes for the Airport, Resident Officer-North and Laughlin areas.

LVMPD FY2005-2006 FUNDING FORMULA POPULATION STATISTICS

Las Vegas	549,571
Henderson	229,984
Boulder City	15,058
North Las Vegas	164,971
Mesquite	15,881
Rural	20,700
Unincorporated W/O Rural	<u>719,172</u>
	1,715,337

FELONY CRIMES

2004

CITY OF LAS VEGAS			
MONTH	PART 1	NON-PART 1	TOTAL
JANUARY	2,889	256	3,145
FEBRUARY	2,610	237	2,847
MARCH	2,894	245	3,139
APRIL	2,789	225	3,014
MAY	2,756	230	2,986
JUNE	2,783	218	3,001
JULY	2,756	207	2,963
AUGUST	2,752	243	2,995
SEPTEMBER	2,766	243	3,009
OCTOBER	2,783	190	2,973
NOVEMBER	2,696	220	2,916
DECEMBER *	2,770	229	2,999
TOTAL	33,244	2,743	35,987

COUNTY OF CLARK						
MONTH	PART 1	NON-PART 1	SUBTOTAL	AIRPORT	RESIDENT	TOTAL
JANUARY	4,572	440	5,012	56	65	5,133
FEBRUARY	4,054	375	4,429	54	68	4,551
MARCH	4,487	409	4,896	54	77	5,027
APRIL	4,139	394	4,533	45	70	4,648
MAY	4,377	369	4,746	45	67	4,858
JUNE	4,143	349	4,492	51	54	4,597
JULY	4,266	400	4,666	53	64	4,783
AUGUST	4,329	398	4,727	61	56	4,844
SEPTEMBER	4,247	358	4,605	63	60	4,728
OCTOBER	4,264	315	4,579	40	51	4,670
NOVEMBER	4,344	334	4,678	39	64	4,781
DECEMBER*	4,293	376	4,669	51	63	4,783
TOTAL	51,515	4,517	56,032	612	759	57,403

*Estimated

CALLS FOR SERVICE***2004**

MONTH	CITY	COUNTY	AIRPORT	RESIDENT
JANUARY	22,814	31,166	305	753
FEBRUARY	21,606	28,862	408	747
MARCH	25,413	33,858	372	876
APRIL	25,049	33,517	457	1,003
MAY	26,145	35,259	485	877
JUNE	24,686	33,099	493	825
JULY	25,627	35,064	393	1,028
AUGUST	24,779	33,543	427	911
SEPTEMBER	24,601	33,678	373	826
OCTOBER	25,563	34,367	335	872
NOVEMBER	23,148	31,077	329	830
DECEMBER	23,626	32,744	424	884
TOTAL	293,057	396,234	4,801	10,432

* Excludes calls from unknown/other jurisdictions

2004 SCHOOL CROSSING GUARD HOURS

	HOURS PER DAY		DAYS PER SCHOOL YEAR	TOTAL HOURS
LAS VEGAS	278	X	180	50,040
LAS VEGAS - YEAR AROUND	160	X	240	38,400
TOTAL LAS VEGAS	438			88,440
CLARK COUNTY	140	X	180	25,200
CLARK COUNTY - YEAR AROUND	236	X	240	56,640
TOTAL CLARK COUNTY	376			81,840

* TM/LAS COUNCIL mtg [9th WED 16 FEB, '06 (COUNCIL 24th MAR) (CH: MM 0/6)

pub comment

✓ Agenda Item #55 :- Tom McGowan. LAS VEGAS RESIDENT. <(20")>

Development of THE DOWNTOWN ENTERTAINMENT OVERLAY DISTRICT CAN BE EXPEDITED BY COUNCIL APPROVAL AND ADOPTION of my PROPOSED MASTER PLAN for THE DEVELOPMENT of up to FIFTY (50) DIVERSE FOOD, BEVERAGE AND ENTERTAINMENT VENUES, SUBMITTED TO THE CITY COUNCIL, THE PLANNING COMMISSION AND THE OFFICE of BUSINESS DEVELOPMENT, DATED 11 MARCH, 2001, AND REPEATEDLY THEREAFTER.

THANK YOU.

[Item #65. Tom McGowan. LAS VEGAS RESIDENT. <(20")>

THE LAS VEGAS METROPOLITAN POLICE DEPARTMENT NEEDS FIFTY-FIVE (55) ADDITIONAL POLICE OFFICERS, - YESTERDAY!

DUE TO THE PROLIFERATION of HIGH-RISE DEVELOPMENTS in THE CITY of LAS VEGAS, METRO NEEDS A RATIO of FOUR (4) OFFICERS per 1,000 LOCAL RESIDENTS, to MAINTAIN THE NATIONAL STANDARD for LAW ENFORCEMENT SERVICES in THE CITY of LAS VEGAS, NEVADA.

THANK YOU.

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 16, 2005

DEPARTMENT: FINANCE & BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☐ **CONSENT** ☒ **DISCUSSION**

SUBJECT:

Discussion and possible action regarding Temporary Approval of a new Beer/Wine/Cooler On-sale License subject to the provisions of the planning and fire codes, Samuel M. Martinez, dba Camino Real Mexican Grill, 5000 West Charleston Boulevard, Suite D, Samuel M. Martinez, 100%, Armida R. Martinez, Principal (NOTE: Item to be heard in the afternoon session in conjunction with Item 110 - SUP-5664) Ward 1 (Tarkanian)

Fiscal Impact:

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

PURPOSE/BACKGROUND:

Discussion and possible action regarding Temporary Approval of a new Beer/Wine/Cooler On-sale License.

RECOMMENDATION:

Recommend approval subject to the provisions of the planning and fire codes with authority for the Director or Designee to issue a permanent license upon receipt of a favorable police report or extend the temporary in the event the police report is not completed within the 6-month temporary period.

BACKUP DOCUMENTATION:

1. Agenda Memo
2. Letter from Samuel M. Martinez

MOTION:

REESE - Motion to HOLD IN ABEYANCE Item 66 [Temporary Beer/Wine/Cooler On-sale License - Samuel M. Martinez], Item 99 [RQR-5787], Item 103 [SUP-5564], Item 104 [SDR-5562], Item 105 [SUP-5627], to 3/2/2005 and accept the WITHDRAWAL WITHOUT PREJUDICE of Item 139 [GPA-5714], Item 140 [ZON-5716], Item 141 [SUP-5719] and Item 142 [SDR-5717] - UNANIMOUS

MINUTES:

There was no discussion.

(2:26 - 2:33)

5-1

AGENDA MEMO

CITY COUNCIL MEETING DATE: FEBRUARY 16, 2005

DEPARTMENT: FINANCE AND BUSINESS SERVICES

ITEM DESCRIPTION: Discussion and possible action regarding Temporary Approval of a new Beer/Wine/Cooler On-sale License subject to the provisions of the planning and fire codes, Samuel M. Martinez, dba Camino Real Mexican Grill, 5000 West Charleston Boulevard, Suite D

The applicant is requesting approval of a temporary license as provided by LVMC 6.06.051, which reads as follows:

- (A) City Council may grant a temporary license pending its decision regarding a license application in order to determine:
 - (1) The applicant's fitness for a license; and
 - (2) The appropriateness of the applicant's business location.
- (B) A temporary license shall not be granted under this Section unless:
 - (1) All principals required to be approved for suitability have submitted a complete investigation packet for determination of suitability and paid all applicable fees;
 - (2) The Director makes a preliminary finding that all of the principals of the business are suitable; and
 - (3) The applicant has submitted a completed and accurate license application and has paid all required application fees.

The attached letter dated January 13, 2005 from Mr. Samuel Martinez outlines the request for temporary license.

The applicant submitted all of the required documentation and paid all applicable fees for investigation on December 14, 2004. Based on our review of the applicants' Scope printouts, we have determined the applicants are preliminarily suitable to hold a temporary beer/wine/cooler on-sale alcoholic beverage license until the investigation is complete.

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

**Camino Real Mexican Grill
5000 W. Charleston Ave., Suite D
Las Vegas, NV 89146**

City of Las Vegas
Business Licensing Department
400 Stewart Ave
Las Vegas, NV 89101

Dear Sirs:

This letter is being submitted as justification for requesting a permit for the sale of On Premise Beer and Wine Sales (No Hard Liquor).

I am submitting this request due to the fact that the specialty of my establishment is serving sea foods prepared in a typical Mexican style. As such, it is customary for patrons who prefer this type of food to order beer or wine to accompany their meal, as the condiments and seasonings used in the preparation of these foods is piquant.

I have done a through survey of the area and have not been able to find any churches, synagogues, or any other establishment which would preclude my my establishment from serving beer or wine, within a reasonable distance of my establishment.

The premises were previously licensed to allow for the sale of beer and wine for on premise consumption. Also there are establishments across the street, west of Camino Real Mexican Grill which sell Beer and Liquor for on-premise consumption.

This request is based on the expectation that this permit will result in increased food sales, and in response to my customers expressed desire to include beer and or wine with their meals.

Thank you very much for your consideration to my request.

Samuel M. Martinez
Owner
Jan 13, 2005



RESTAURANT LICENSE # R09-94887

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 16, 2005

DEPARTMENT: NEIGHBORHOOD SERVICES

DIRECTOR: ORLANDO SANCHEZ

☐ **CONSENT** ☒ **DISCUSSION**

SUBJECT:

Report regarding Federal and State funded programs administered by the Neighborhood Services Department on behalf of the city of Las Vegas - All Wards

Fiscal Impact:

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

PURPOSE/BACKGROUND:

This report provides the Council with an overview of CDBG, ESG, HOME, HOPWA, Homebuyer Assistance, Bond Programs and Housing Rehabilitation programs administered by the Neighborhood Services Department and their impact on the community.

RECOMMENDATION:

Report only; no action required.

BACKUP DOCUMENTATION:

None

MOTION:

GOODMAN - ABEYANCE to 3/2/2005 - UNANIMOUS with MACK not voting

MINUTES:

Given the time, MAYOR GOODMAN requested this matter be held in abeyance for one month. ORLANDO SANCHEZ, Director, Neighborhood Services, requested this matter be held for two weeks, as there are CDBG matters scheduled for the next agenda.

(12:46 - 12:47)

3-1254