

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 18, 2006

DEPARTMENT: CITY MANAGER
DIRECTOR: DOUGLAS A. SELBY

☐ Consent ☒ Discussion

SUBJECT:
ADMINISTRATIVE:

Report from the City Manager on Emerging Issues

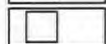
Fiscal Impact



No Impact



Augmentation Required



Budget Funds Available

Dept./Division:

Amount:

Funding Source:

PURPOSE/BACKGROUND:

The City Manager (CM) Report will be a vehicle for the City Manager to update the Council on emerging issues that may have an impact on the City of Las Vegas. The CM Report will be a recurring item for every Council meeting. If there are no items for the particular meeting, the City Manager will recommend that the item be stricken.

RECOMMENDATION:

Report only, no action required.

BACKUP DOCUMENTATION:

Submitted at meeting – Comments by Tom McGowan

Minutes:

No motion required. A report was given.

Before giving a report, CITY MANAGER SELBY deferred to COUNCILMAN WEEKLY to elaborate on a matter of great import to the City. COUNCILMAN WEEKLY announced that CHRIS KNIGHT, Director of Administrative Services, and Leisure Services staff had been working very hard on obtaining a piece of property located on Decatur and Washington. PRESIDENT GEORGE BUSH recently signed the bill that made the City the new owners of that property, about which he is very excited because of the recreation possibilities it brings. He thanked staff for all their efforts in this matter.

CITY MANAGER SELBY continued and outlined the various events taking place throughout the City during the remainder of the month of October. Any information on the various events can be obtained on the City's website.

COUNCILMAN REESE noted that the groundbreaking ceremony for the new shooting park on North Decatur would be held on Saturday, October 21, 2006. He thanked City and County staff who were involved in this effort.

TM/LAS CVEL.MTG:

9A WED. 18 OCT. 2006 (CVEL.CHMP.) (CH: MAY 06)

PUBLIC COMMENT

AGENDA

Item #59.

.. < (30") > ..

* TOM MCGOWAN; LAS VEGAS RESIDENT. ~ SALIENT EXTANT AND EMERGING ISSUES IMPACTING ALL RESIDENTS OF THE CITY OF LAS VEGAS INCLUDE, BUT ARE NOT LIMITED TO THE FOLLOWING: ~ OUTSOURCING; THE CONTINUING INFLUX OF ILLEGAL ALIENS; THE LACK OF THE REQUISITE VOLUME OF PUBLIC MASS TRANSIT AND AFFORDABLE HOUSING; THE ABSENCE OF COHERENTLY MASTER-PLANNED AS COMPREHENSIVELY INTEGRALIZED DEVELOPMENT AND REDEVELOPMENT IN THE SPIRIT OF GENUINE COMMUNITY; THE ABSENCE OF NATIONAL HOMELAND AND STATE AND LOCAL HOME FRONT SECURITY; THE ABSENCE OF AN ENSURED EFFECTIVE MASS PUBLIC EVACUATION PLAN; REPEATED VIOLATIONS OF THE NEVADA OPEN MEETING LAW; ~ ADD MORE. THANK YOU.

.. < (20") > ..

Item #60.

* TOM MCGOWAN; LAS VEGAS RESIDENT. ~ 'STRATEGIC PLAN PRIORITIZATION' IS COMMENDABLE, BUT 'SEEING IS BELIEVING', AND 'THINGS AREN'T ALWAYS WHAT THEY SEEM.' SUBSTANTIVE CONTENT OUTWEIGHS 'SUPPOSITION', NOTWITHSTANDING OPTIMISTIC CLAIMS, BECAUSE 'THE ROAD TO HELL IS PAVED WITH GOOD INTENTIONS', AND WE KNOW WHO THE 'PAVING CONTRACTORS' ARE. SO MAKE SURE THE WIDELY PUBLICIZED 'PRIORITIZED STRATEGIC PLAN' SUCCEEDS, AND BENEFITS ALL RESIDENTS OF THE CITY; BECAUSE: - 'FAILURE IS NOT AN OPTION', AND: 'THE END DOES NOT JUSTIFY THE MEANS.' ~ THANK YOU.

Item #61.

* TOM MCGOWAN; LAS VEGAS RESIDENT. ~ HOW CLOSELY HAS THE CITY OF LAS VEGAS ARTS COMMISSION MONITORED THE PLANNING AND DEVELOPMENT OF THE ARTS DISTRICT IN WARD 3, OVER THE PAST FOUR (4) YEARS (?); AND, IF IT HASN'T DONE SO, ~ WHY NOT? THANK YOU.

Submitted at City Council

Date 10/18/06 Item 59, 60 & 61

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 18, 2006

DEPARTMENT: CITY MANAGER
DIRECTOR: DOUGLAS A. SELBY

☐ Consent ☒ Discussion

SUBJECT:
ADMINISTRATIVE:

Report and possible action related to the Las Vegas Strategic Plan Priorities concerning
“Promote healthy lifestyles for all segments of the community” and “Provide a safe environment
for our residents, businesses and visitors using a community oriented approach” - All Wards

Fiscal Impact

☒ No Impact ☐ Augmentation Required
☐ Budget Funds Available **Dept./Division:**

Amount:

Funding Source:

PURPOSE/BACKGROUND:

On December 21, 2005, City Council approved the revised Strategic Plan. Key performance indicators (KPIs) were presented to Council at the budget workshop on March 27, 2006. KPIs establish a baseline for implementing the plan and allow for data-driven decision making. Each team responsible for one of the city's eight priorities will make an annual presentation to Council, which will include information on the KPIs and recent accomplishments.

RECOMMENDATION:

Receive presentation and direct staff accordingly

BACKUP DOCUMENTATION:

1. Agenda Memo
2. Priority VII Report
3. Priority V PowerPoint Presentation
4. Submitted at meeting – Comments by Tom McGowan

Motion made by GARY REESE to Approve to Accept the Report

Passed For: 6; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 1

LOIS TARKANIAN, LAWRENCE WEEKLY, LARRY BROWN, OSCAR B. GOODMAN,
GARY REESE, STEVE WOLFSON; (Against-None); (Abstain-None); (Did Not Vote-None);
(Excused-STEVEN D. ROSS)

Minutes:

DR. BARBARA JACKSON, Director of Leisure Services, and CLAUDETTE ENUS, Director of Human Resources, each detailed parts of a PowerPoint presentation, a copy of which is made a part of the final minutes, on the Key Performance Indicators for their departments. These measures will help implement Strategic Plan Priority No. V, to Promote Healthy Lifestyles for

CITY COUNCIL MEETING OF: OCTOBER 18, 2006

all Segments of the Community.

DAVID WASHINGTON, Chief of the Las Vegas Fire and Rescue Department, addressed the Key Performance Indicators for Strategic Plan Priority No. VII, to Provide a Safe Environment for Residents, by showing a videotape presentation, of which a DVD was submitted for the minutes.

At the conclusion of the video, CHIEF WASHINGTON indicated that RAY FLYNN, Assistant Sheriff, Las Vegas Metropolitan Police Department, and JAMES CARMANY, Court Administrator of Municipal Court, would also be addressing some safety issues.

Regarding Metro's interoperability plan, ASSISTANT SHERIFF FLYNN reported that last year Metro underwent a contentious bidding process and is moving forward with a product called "Open Sky," which is the latest in interoperability. Metro hopes to have it online and fully integrated by 2008. In comparing the present product with "Open Sky," he mentioned that current radios are at level three, and the new product will bring Metro to a much higher level of communication. Metro will be able to pull up and access the frequency of the primary public responders. As far as crime rates, he assured the Council that, of the seven Area Commands, the Downtown Area Command is the only one experiencing a decline in crimes, which is mainly due to the partnerships forged with the downtown businesses and the City of Las Vegas.

COUNCILMAN REESE noted that he truly believes that inviting Metro representatives to the Strategic Planning Sessions have helped immensely, because Metro was able to become informed of the City's desires.

MR. CARMANY remarked that, at the suggestion of the Council, representatives from Municipal Court, the City Attorney's Office and Metro met to discuss what the City could do to become involved in the Habitual Offender Program. As of April, Municipal Court identified 52 subjects that, prior to participating in the Program, had been arrested 713 times. Since their involvement, they have had 70 arrests, which is a 90 percent decrease. He opined that the Program is working well.

COUNCILMAN WOLFSON requested MR. CARMANY elaborate on the pre-sentence investigation (PSI) cases at the Municipal Court level, noting that he is very impressed by it and was unaware that it was being done at the lower-court level. MR. CARMANY indicated that PSIs are used in domestic violence cases. Municipal Court is one of the few lower courts in the country that is doing it. Assigned staff is tasked with reviewing the cases and providing the judge with sentencing recommendations on domestic violence cases. The PSIs are written by probation-officer trained individuals. COUNCILMAN WOLFSON requested PSIs be used to address DUI (driving under influence) situations as well. MR. CARMANY indicated that he would prefer to evaluate its effectiveness before expanding it to DUI cases.

COUNCILWOMAN TARKANIAN acknowledged the hard work that has gone into measuring KPIs.

COUNCILMAN WEEKLY noted that the Habitual Offenders Program is neighborhood driven as well, so that offenders are not forced from the downtown area into other neighborhoods.

AGENDA MEMO

CITY COUNCIL MEETING DATE: October 18, 2006

DEPARTMENT: Fire & Rescue (David L. Washington, Lead), Detention & Enforcement, Information Technologies, Municipal Court, Neighborhood Services, Las Vegas Metro Police Department

ITEM DESCRIPTION: City Strategic Plan Priority VII Key Performance Indicator Presentation

Subject: Presentation and report related to Key Performance Indicators included as part of Las Vegas Strategic Plan Priority VII "Provide a safe environment for our residents, businesses, and visitors using a community oriented approach."

Purpose: KPIs establish a baseline for implementing the plan and allow for data-driven decision making. Priority VII team lead, David Washington will make a presentation to Council, that includes statistics and strategic initiatives as they relate to:

KPI 1 – Number of life and fire losses;

KPI 2 – Percent of violent crimes and select crime statistics;

KPI 3 – Number of citizens participating in Neighborhood Watch or similar programs;

KPI 4 – Number of incidents of domestic violence; and

KPI 5 – Percent of city response agencies committed to functional Level 5 interoperability.

Representatives from the other departments involved in this Priority will be available to answer questions relating to their specific areas of knowledge.

Backup Documents: To be submitted before Council Meeting: 1) Priority VII video presentation on DVD; 2) Hardcopy of Priority VII Report.

CITY OF LAS VEGAS



STRATEGIC PLAN PRIORITY VII

KEY PERFORMANCE INDICATORS

Priority VII: Provide a safe environment for our residents, businesses, and visitors using a community oriented approach.

City Council Meeting Presentation—October 18, 2006

One of the City's eight priorities is to *“provide a safe environment for our residents, businesses, and visitors using a community oriented approach.”*

Various Departments, including *Detention and Enforcement*, in conjunction with Las Vegas Metropolitan Police Department, *Fire and Rescue*, *Information Technologies*, *Municipal Court*, and *Neighborhood Services* are charged with meeting this priority.

To gauge best allocation of resources and determine the effect of services on achieving the priority, data is gathered by each Department regarding:

- Total life and property loss due to fire;
- Violent and select crime statistics;
- Citizens participating in Neighborhood Watch and/or similar programs;
- Incidents of domestic violence; and
- City response agencies committed to functional Level 5 Interoperability.

This data is reported as Key Performance Indicators.

Key Performance Indicator 1

Property and Life Loss

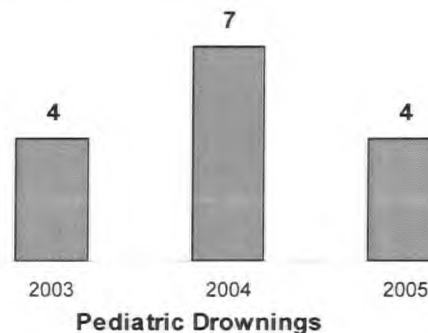
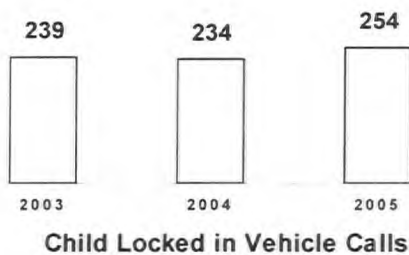
Protecting life is central to the Mission of Las Vegas Fire and Rescue. The following represents the number of fire-related deaths reported in the City from 2003—2005. As of August, there were no reported fire-related fatalities in 2006.

Fire Fatalities for the City of Las Vegas

2003	=	6
2004	=	6
2005	=	2

In addition to fire danger, Fire and Rescue is concerned with two seasonal life safety issues. During the summer months, we often hear of children drowning or being left in hot vehicles. As people continue to move to Las Vegas, it is imperative they understand the unique hazards linked to the Valley's climate.

The following graphs reflect incidents of pediatric drowning and calls for children locked in vehicles during calendar years 2003, 2004, and 2005.



Las Vegas Fire and Rescue recognizes education as key to minimizing loss – especially in high risk groups like children and senior citizens. Programs designed to optimize participation of all ages are offered regularly. Several focus on prevention, safety, and life loss while others are tailored specifically to the needs of our residents and community:

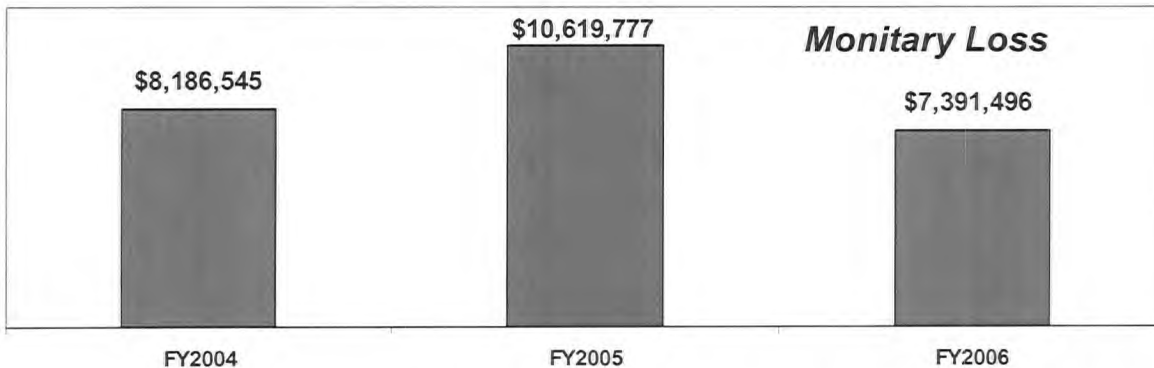
- Citizens Fire Academy
- Heat Kills media campaign
- Hotel/Hospital Employee Life Safety Program (HELP)
- National Fire Prevention Week
- Sesame Street Fire Safety Workshop

Partnerships with other City Departments and outside agencies ensures safety messages reach as many people as possible.

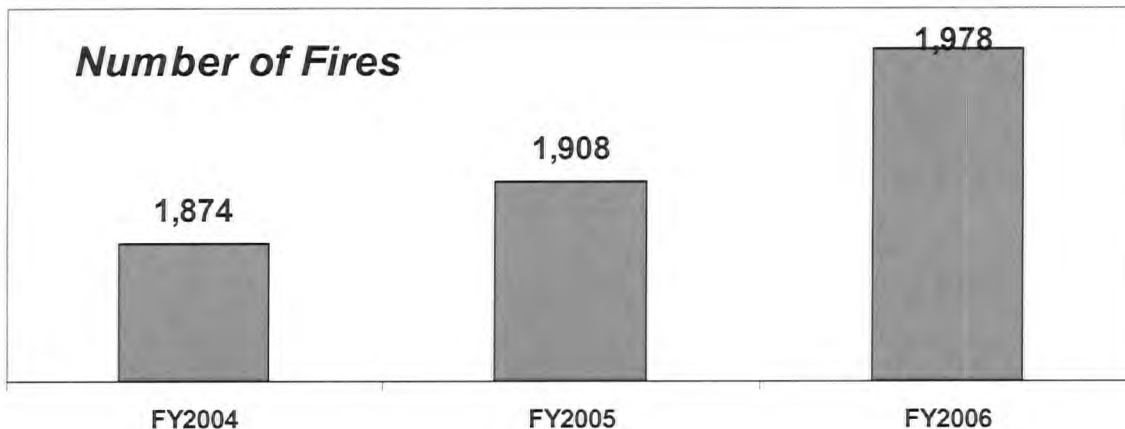
Property and Life Loss

Continued inspections in high-risk neighborhoods and of commercial properties are aimed at improving public awareness and decreasing potential fire risks. Two primary categories for tracking fire loss are *Residential* and *Structural*. Both categories represent fixed property use (occupancy) structures.

The following shows the combined estimated dollar loss due to fire for Fiscal Years 2004, 2005, and 2006.



As evident in the previous graph, the estimated cost of fire can vary significantly each year. This swing can often be attributed to the type and cost of structures involved. For example, FY2006 saw a slight increase in actual fire incidents, yet the estimated monetary loss was \$3 million lower than FY2005. Use of alternative building materials and installation of residential sprinkler systems may reduce potential fire losses further as they become acceptable industry standards.

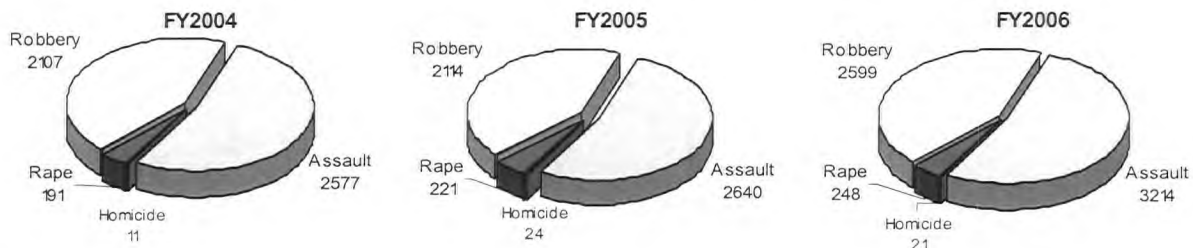


Efforts to increase public awareness of fire prevention strategies will continue to be a priority for Fire and Rescue, as early detection and quick response are keys to limiting loss when a fire does occur.

Violent Crime

According to the Uniform Crime Report classification system, homicide, rape, robbery, and assault are classified as *violent crimes*. Metro's Deployment Operations Center provides statistics on those committed within the City of Las Vegas.

The following reflects violent crime statistics for fiscal years 2004, 2005, and 2006. According to Metro's Uniform Crime Report classification, 18% of total crimes reported in FY2004 were violent; by the end of FY2006, this number increased to 20%.



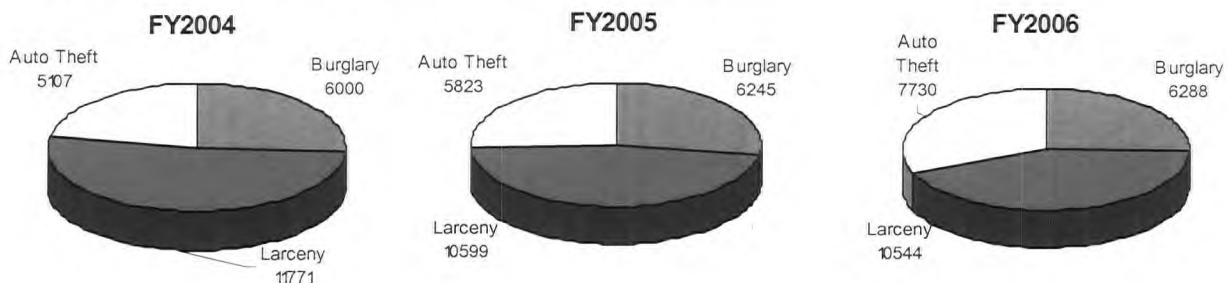
City Marshals work with Metro to enforce local ordinances and state laws. Over the past year, 12 joint operations aimed at reducing violent crime that occurs in the Downtown area related to drugs, alcohol, and prostitution were conducted. These resulted in 341 arrests and 37 citations.

Task force operations with the United States Marshals Service are conducted to apprehend fugitives. Marshals also work with the Federal Drug Enforcement Agency in the fight against drugs.

Our eyes and ears reach far into the community. In addition to police patrols, field officers equipped with radio access to law enforcement patrol our neighborhoods and the business community daily.

Violent offenders often commit less serious offenses early in their criminal careers. City Marshals, Metro, and other local, state, and federal agencies, book 35,000 offenders per year into custody at the City Detention Center, which is reserved primarily for misdemeanor offenders.

The following data represents burglary, larceny, and auto theft crimes reported in the City of Las Vegas for FY2004, FY2005, and FY2006.



Citizen Participation

The key to achieving a safe environment within a community relies greatly upon the involvement of its citizens. The city of Las Vegas Neighborhood Services Department offers or assists with a number of safety-related community and neighborhood activities that encourage citizen participation and volunteer support within the community.

Participation is defined as taking part in something or sharing in something.

Within the city of Las Vegas, citizens have the opportunity to participate in the following safety-related neighborhood activities: 1st Tuesdays, Neighborhood Classrooms, Service-Oriented events (National Night Out, Make a Difference Day, National Youth Service Day, YNAPP Projects, PALS School Events), and Informational/Educational Events (Safety/Health/Informational Fairs, TeenTalks, Batteries Included).

The following chart identifies the number of citizens who participated in those safety-related neighborhood activities in 2005, 1st Quarter 2006, and 2nd Quarter 2006.

Citizen Participation in Safety-Related Neighborhood Activities

	Number of Citizens 2005	Number of Citizens 1st Qtr 2006	Number of Citizens 2nd Qtr 2006
1st Tuesday	3,600	894	783
Neighborhood Classrooms	0	25	0
Service-Oriented Events	6,571	891	1,335
Informational/Educational Events	13,770	3,509	1,570
TOTALS	23,941	5,319	3,688

Several service-oriented and informational/educational events are scheduled in coming months, which will add to the total number of citizens participating in safety-related neighborhood activities.

To volunteer is to perform a service, render aid, or assume an obligation for no monetary gain or exchange for goods and services.

Within the city of Las Vegas, citizens have the opportunity to volunteer in the following safety-related neighborhood activities: Neighborhood Cleanups and Beautification Program, Adopt-A-Block Program, Neighborhood Watch, Neighborhood Associations, Homeowners Associations, NPF, PALS, and YNAPP. The following chart identifies the number of volunteers who supported those safety-related neighborhood activities in 2005, 1st Quarter 2006, and 2nd Quarter 2006.

Key Performance Indicator 3

Citizen Participation

Volunteer Support in Safety-Related Neighborhood Activities

	Number of Volunteers 2005	Number of Volunteers 1st Qtr 2006	Number of Volunteers 2nd Qtr 2006
Neighborhood Cleanup/ Beautification	135	62	219
Adopt-A-Block Program (not cu- mulative)	17	20	20
Neighborhood Block Watch Cap- tains (not cumulative)	123	135	132
Neighborhood Associations	325	97	55
Homeowners Associations	175	60	111
Neighborhood Partners Fund (NPF)	450	60	0
Parents as Learning Support (PALS)	2,000	140	2,739
Youth Neighborhood Association Partnership Program (YNAPP)	2,500	0	1,037
TOTALS	5,725	574	4,313

As indicated in the previous charts, 2006 citizen participation and volunteer support figures are well on track to exceed numbers recorded in 2005. The increase can be attributed to additional safety-related neighborhood activities and programs being offered in 2006 compared to 2005, as well as population growth within the City.

Besides those programs mentioned previously, the following represent other avenues in which our citizens are able to equip themselves with safety information and tools:

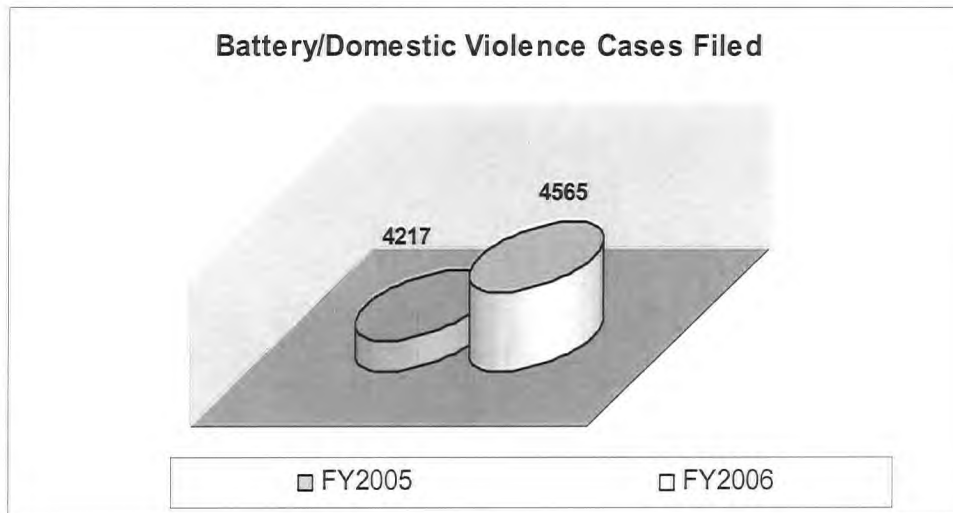
- Citizen's Emergency Response Team
- Citizen's Fire Academy
- Citizen's Police Academy

Deputy City Marshals partner with over 40 Park Ambassadors to provide training, identify specific safety concerns, and work with residents to keep our parks safe.

Through participation and volunteerism, the residents of Las Vegas contribute to the safety of our City. Crime issues are community issues and working as the eyes and ears of their neighborhoods, they add to the body of law enforcement professionals.

Domestic Violence

Domestic Violence is a growing problem that affects all the citizens of our community. There were 4,565 Battery/Domestic Violence case filings in Las Vegas Municipal Court during FY2006. This was an increase of 8% over FY2005. The following shows total case filings for both years.



To address this pressing issue, Municipal Court has developed several strategies to complement the courtroom process.

To reduce recidivism, our Judges hand out sentences that include mandatory counseling and behavioral classes that are run by the Court's Alternative Sentencing and Education Division.

The Court has started a pilot pre-sentence investigation (PSI) report component for domestic violence cases. A pre-sentence report provides judges with essential information that assists them in determining appropriate sentencing structures for defendants.

Compliance with court ordered sentencing is critical to the rehabilitation of defendants. The Court proactively obtained grant funding for programs like the FY2004 *Violence Against Women Act Grant*, which enabled the Court to dedicate one Municipal Court Marshal full time to the enforcement of Domestic Violence Warrants. During FY2004, the Marshal located, arrested, and booked the subjects of over 700 domestic violence warrants and was responsible for satisfying an additional 536 such warrants by means other than booking. Though the grant has expired, the Court continues to emphasize the serving of Domestic Violence warrants as a top priority.

Public education and awareness are key elements in reducing Domestic Violence. Each year Las Vegas Municipal Court sponsors the Annual Domestic Violence Conference featuring a combination of nationally acclaimed speakers, panels and workshops.

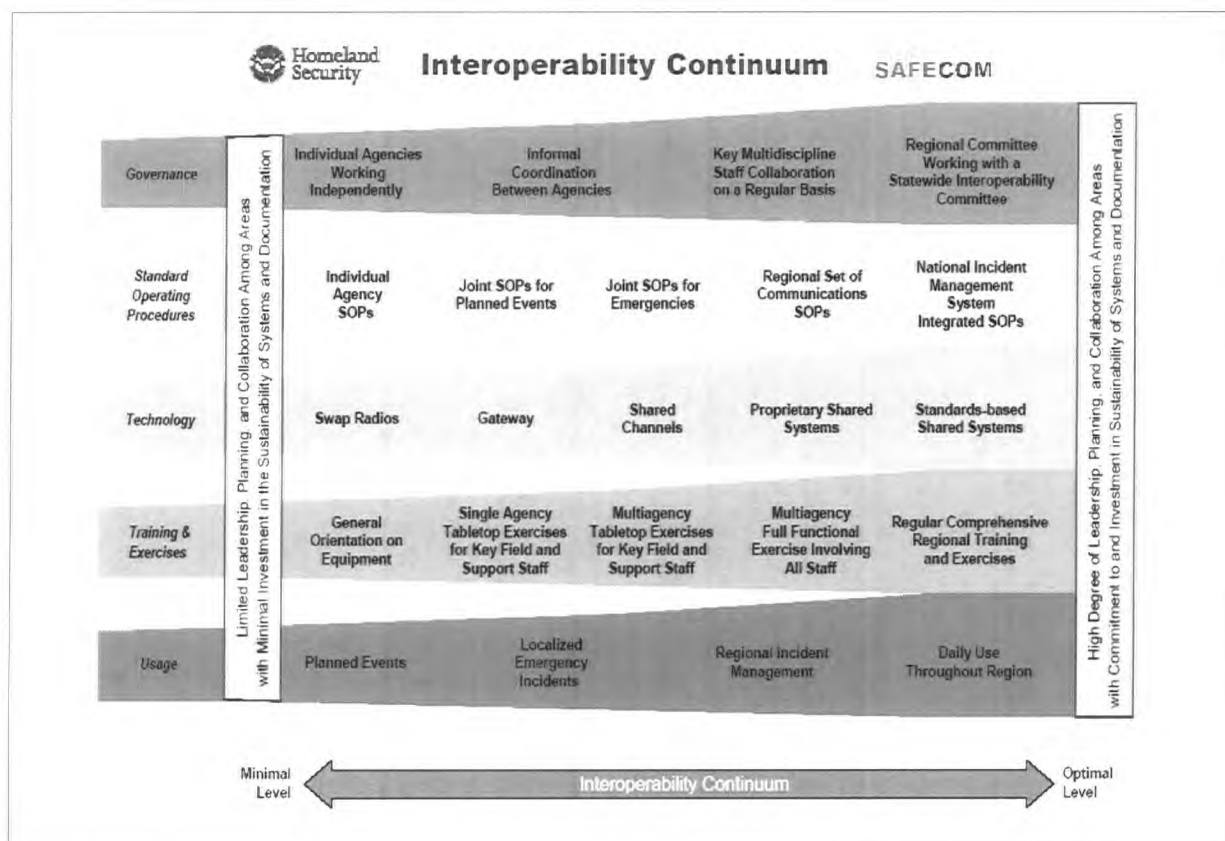
Key Performance Indicator 5

Level 5 Interoperability

During an emergency or disaster, Firefighters need to talk to Deputy Marshals who need to talk to Metro, and so on. The need for compatible communication processes and equipment is referred to as *interoperability*.

Interoperability is measured in levels from 1 to 5, with 5 being optimal. Achieving optimal levels of communication is a function of two factors: equipment (technical) and training (operational).

The following chart represents the functional levels of Interoperability beginning with minimal (Level 1) and progressing to optimal (Level 5).



Designated City staff are equipped with 800 MHz radios that allow for seamless communication and coordination between City Departments, public safety agencies, and other non-traditional safety partners.

We work annually with public, private, and charitable organizations to train our staff and practice our response techniques. For example, Detention and Enforcement and Fire and Rescue staff have completed specialized training through the National Incident Management System (NIMS).

Level 5 Interoperability

The City participated with regional partners to develop a nationally mandated Tactical Interoperable Communications Plan (TIC Plan) for Southern Nevada. Regional emergency exercises provide for adjustments to the Plan.

Membership in Southern Nevada Area Communications Council (SNACC) provides Level 5 Technical Interoperability with regional entities such as Clark County Fire Department, the Cities of North Las Vegas and Henderson, Clark County School District Police, Southern Nevada Water Authority, and McCarran International Airport. Also, as of 2004, local ambulance companies, hospitals, and the region's medical helicopter provider were integrated onto the SNACC system.

The use of shared radio channels allows City radio users to have Level 3 Technical compatibility with Metro. Metro is replacing its current radio system and anticipates an increased level of interoperability.

In Fiscal Year 2004, only 50% of City radio users had Level 5 Technical Interoperability through membership in SNACC. At this same time, the NIMS program was in its infancy stages and was just being implemented nationally; therefore, few first responders had completed the training.

The City's progress to date is:

- 94% of the City's first responders have Level 5 Operational Interoperability training through the NIMS Program;
- 70% of City radio users have Level 5 Technical Interoperability through membership in SNACC.

The City's goal is to complete NIMS training, per Federal standards, by October 1, 2007. By the end of 2007, 100% of City radio users will be at Level 5 Technical Interoperability.

In addition to functional interoperability, the Office of Emergency Management and Homeland Security for the City of Las Vegas coordinates other programs as part of our disaster preparedness plan. These include:

- City Watch Program
- Terrorism Early Warning Group (TEWG)
- Pandemic Planning
- NIMS Compliance

We recognize the need for and importance of integrated radio communications and response to routine, emergency, or catastrophic events. City Departments and staff are committed to achieving the highest level of protection possible for our residents.

City Departments and their personnel will continue efforts to develop and implement community oriented strategic initiatives that provide a safe environment for the residents, businesses, and visitors to the City of Las Vegas.



ACKNOWLEDGEMENT

This document reflects the efforts of personnel representing several City Departments and associate agencies. Each dedicated time to attend meetings, gather and report data, and contribute thoughts and feedback on items concerning Priority VII.



City of Las Vegas
400 Stewart Avenue
Las Vegas NV 89101



Las Vegas City Council

Mayor Oscar B. Goodman
Mayor Pro Tem Gary Reese (Ward 3)
Councilman Larry Brown (Ward 4)
Councilman Lawrence Weekly (Ward 5)
Councilman Steve Wolfson (Ward 2)
Councilwoman Lois Tarkanian (Ward 1)
Councilman Steven D. Ross (Ward 6)

City Manager

Douglas A. Selby

Strategic Plan Priority VII Group

Elizabeth N. Fretwell, Deputy City Manager—Facilitator
David L. Washington, Director, Fire and Rescue—Lead
James Carmany, Director, Municipal Court
Karen Coyne, Director, Detention and Enforcement
Stephen Harsin, Director, Neighborhood Services
Joseph Marcella, Director, Information Technologies
Ray Flynn, Assistant Sheriff, Metropolitan Police

City of Las Vegas Strategic Plan Priority #5 Promote Healthy Lifestyles for all Segments of the Community



Presented by Leisure Services
and Human Resources



Key Performance Indicators

- Participation levels of all age groups in city programs.
- Percent of all City publications/communications, distributed both externally and internally, that include a message promoting wellness.
- Percent of participants in after-school programs who later pursue a post-high school education.
- Percent of improvement in the national healthiest city factors that contribute to a healthier city.
- Percent of employees participating in city sponsored wellness programs.

Participation Levels of all age groups in City Programs



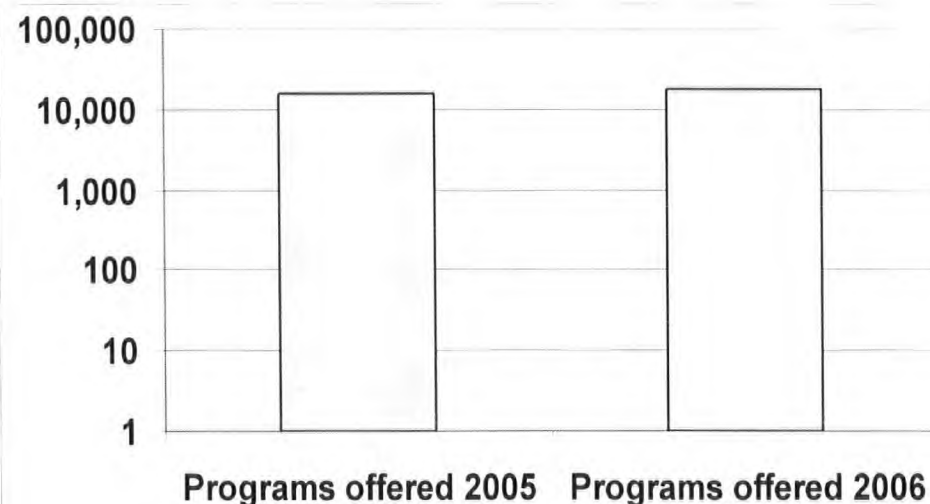
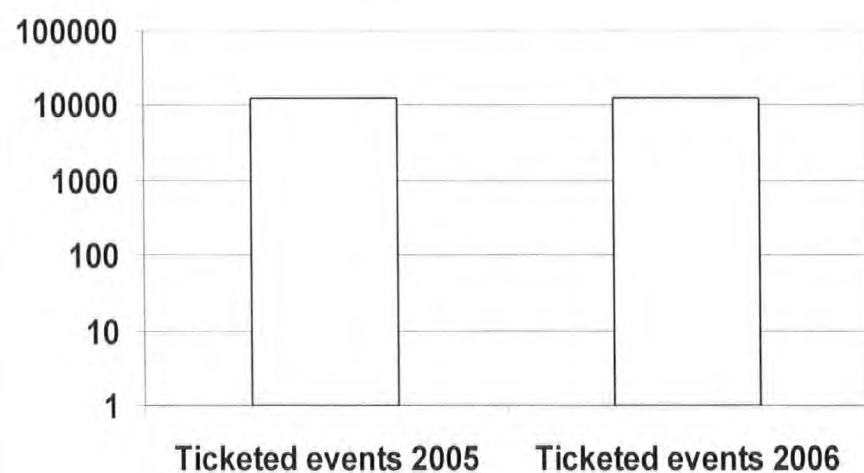
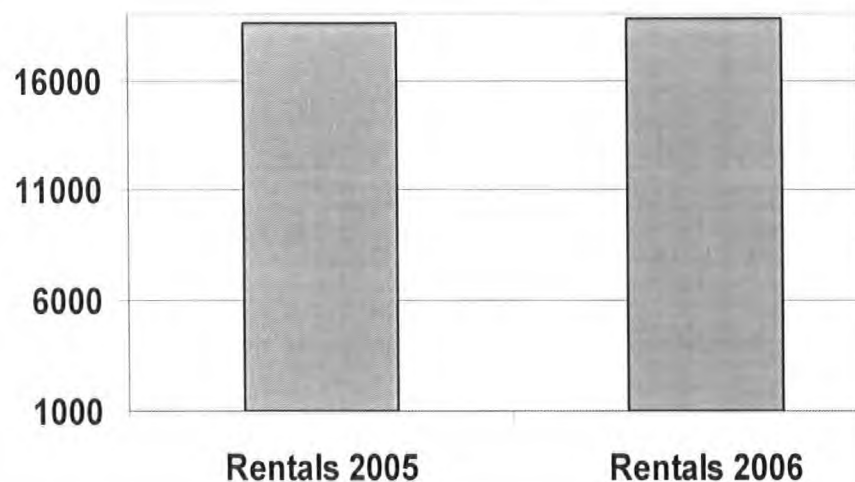
Participation Levels of all age groups in City Programs

Previous Data Collection

- Memberships
- Point of Sale
- Program registration
- Rentals
- Spectators

Participation Levels of all age groups in City Programs

FY 05/06 Comparison



Participation Levels of all age groups in City Programs

New data collection model

- Registrants
- Performances and Special Events
- Sports Leagues
- Spectators
- Rentals and Reservations

Participation Levels of all age groups in City Programs, **Registrants**



Participation Levels of all age groups in City Programs, **Performances and Special Events**



Participation Levels of all age groups in City Programs, **Sports Leagues**



Participation Levels of all age groups in City Programs, **Spectators**



Participation Levels of all age groups in City Programs, **Rental / Reservations**

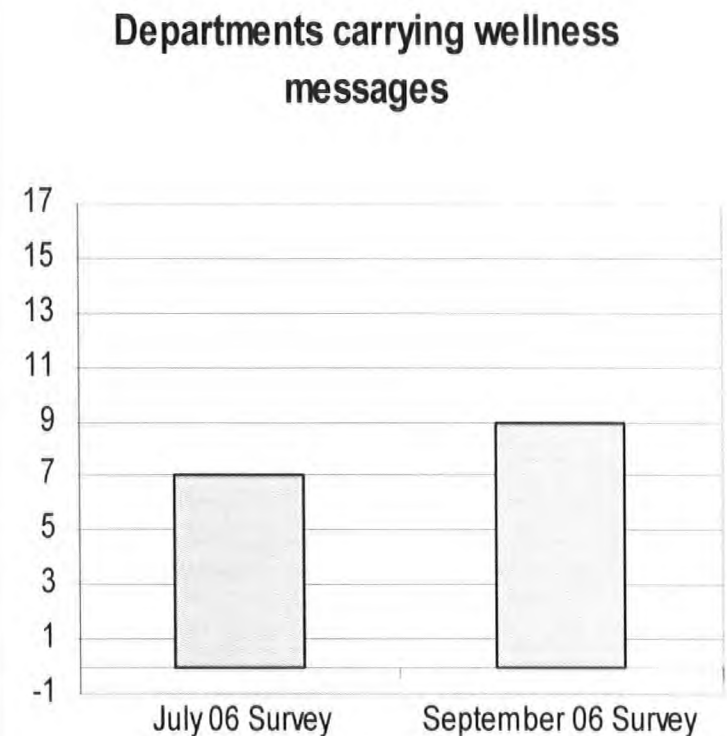


Participation Levels of all age groups in City



Percentage of all City publications and Communications with a wellness message

- 7 departments already carrying messages = 39% of departments that were already carrying a health and wellness message
- As of September 2006, we now have 9 departments or 50% of departments carrying health and wellness messages



Percent of participants in after-school programs who later pursue a post-high school education (short term effort)

Mayor's Youth Initiative:

- Batteries Included program

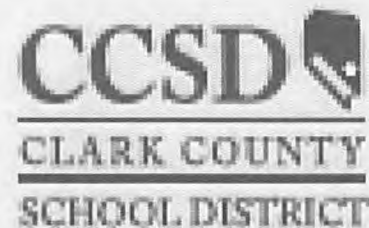


Percent of participants in after-school programs who later pursue a post-high school education (long term effort)

- Consultant firm engaged and process in place

Delphi Research of Nevada Inc.

- Partnership with Clark County School District



Percent of improvement in the national healthiest city factors that contribute to a healthier city

MENTAL WELLNESS	LIFESTYLE PURSUITS	PHYSICAL ACTIVITY	HEALTH STATUS	NUTRITION
Stress Index	Commute time	Exercise – moderate	Diabetes incidence	Multivitamin usage
Sleep problems	Vacation days	Exercise – vigorous	Hypertension incidence	BMI
Mental health not good	Hours per week	Some physical activity	Arthritis incidence	Fruits and vegetable servings
Poor health – reduced usual activities	Overtime hours	Participant sports fees	Asthma incidence	Fast food outlets
Physical health not good	Social and recr. Memberships	Recreation lessons	High cholesterol incidence	Alcohol – drinks per month
General health is excellent	Bicycling expenditures	Recreation spending	Dental visits	
Low unemployment rate	Camping & boating expenditures	Gyms / health clubs	Smoking – some days	
High recent job growth	Toys, hobbies expenditures		Smoking – every day	
Cost of Living index	Dinner out expenditures		Physicians per capita	
	Theater, symphony, dance, opera			
	Musical instrument stores			
	Amusement parks			
	Dog parks			

Percent of improvement in the national healthiest city factors that contribute to a healthier city

Major Categories and Las Vegas Scores

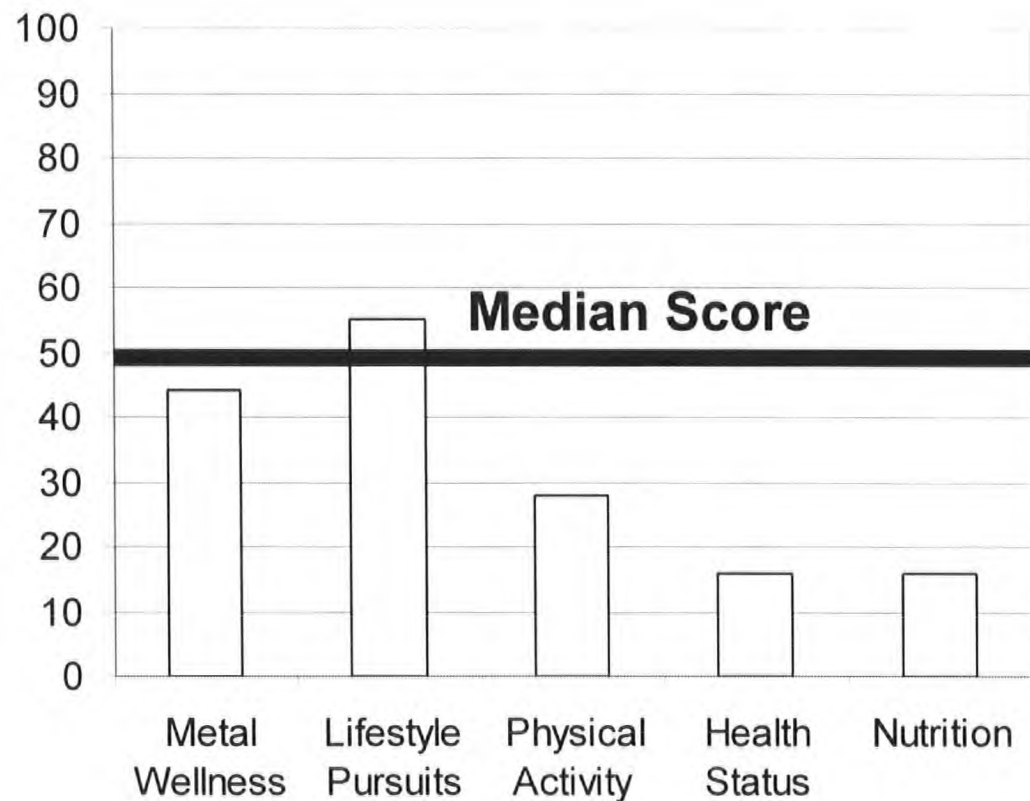
Mental wellness: 44

Lifestyle Pursuits: 55

Physical Activity: 28

Health Status: 16

Nutrition: 16



Percent of improvement in the national healthiest city factors that contribute to a healthier city

City Ranking

- 41 – Indianapolis, IN
- 42 – Las Vegas, NV
- 43 – New York, NY
- 44 – Detroit, MI
- 45 – Columbus, OH
- 46 – Orlando, FL
- 47 – Cleveland-Lorain -elyria, OH
- 48 – Cincinnati, OH-KY-IN
- 49 - San Antonio, TX
- 50 – New Orleans, LA

Percent of improvement in the national healthiest city factors that contribute to a healthier city

[Identified factors the City departments directly effect]

MENTAL WELLNESS	LIFESTYLE PURSUITS	PHYSICAL ACTIVITY	HEALTH STATUS	NUTRITION
Stress Index	Social and recr. Memberships	Exercise – moderate	Diabetes incidence	BMI
Mental health not good	Toys, hobbies expenditures	Exercise – vigorous	Hypertension incidence	Fruits and vegetable servings
Physical health not good	Theater, symphony, dance, opera	Some physical activity	Arthritis incidence	
	Musical instrument stores	Participant sports fees	High cholesterol incidence	
	Amusement parks	Recreation lessons	Dental visits	
	Dog parks	Recreation spending	Smoking – some days	
		Gyms / health clubs	Smoking – every day	

Percentage of employees participating in city sponsored wellness programs

Employee Wellness: First Initiative

- Biggest Loser Contest
- 272 Employees signed up
- 173 employees finished the challenge
- In 3 months, avg. body fat % dropped from 34.04% to 31.98%
- Members of the 3 winning teams lost 8% or more

Percentage of employees participating in city sponsored wellness programs

Employee Wellness: Next Step

- Wellness Coaches USA, Hired Wellness Coaches USA to provide 3 on-site wellness counselors (7/1/06)
- Provide one-on-one, in person coaching and counseling
- Goal of 100% health risk assessment completion (27% to date)
- Weight loss and smoking cessation classes/competitions
- Team activities, such as Race for the Cure
- Handouts on exercise and disease management

Percentage of employees participating in city sponsored wellness programs

Employee Wellness: Next Step

- Disease management referrals for medical mgmt. by nurse
- Wellness newsletter
- Tootie Fruitee Tuesdays
- Cooking light with a celebrity chef
- Overall promotion of healthy behaviors

Percentage of employees participating in city sponsored wellness programs: Biggest Loser Contest Winners





City of Las Vegas Sponsered AmJam Competitor





City of Las Vegas Strategic Plan Priority #5 Promote Healthy Lifestyles for all Segments of the Community



Presented by Leisure Services
and Human Resources



TM/LAS COUNCIL MTG:

9A WED. 18 OCT. 2006 (COUNCIL CHAMBERS) (CH: MAY 016)

PUBLIC COMMENT

AGENDA

Item #59.

.. < (30") > ..

• TOM MCGOWAN; LAS VEGAS RESIDENT. ~ SALIENT EXTANT AND EMERGING ISSUES IMPACTING ALL RESIDENTS OF THE CITY OF LAS VEGAS INCLUDE, BUT ARE NOT LIMITED TO THE FOLLOWING: ~ OUTSOURCING; THE CONTINUING INFLUX OF ILLEGAL ALIENS; THE LACK OF THE REQUISITE VOLUME OF PUBLIC MASS TRANSIT AND AFFORDABLE HOUSING; THE ABSENCE OF COHERENTLY MASTER-PLANNED AS COMPREHENSIVELY INTEGRALIZED DEVELOPMENT AND REDEVELOPMENT IN THE SPIRIT OF GENUINE COMMUNITY; THE ABSENCE OF NATIONAL HOMELAND AND STATE AND LOCAL HOME FRONT SECURITY; THE ABSENCE OF AN ENSURED EFFECTIVE MASS PUBLIC EVACUATION PLAN; REPEATED VIOLATIONS OF THE NEVADA OPEN MEETING LAW; ~ ADD MORE. THANK YOU.

.. < (20") > ..

Item #60.

• TOM MCGOWAN; LAS VEGAS RESIDENT. ~ 'STRATEGIC PLAN PRIORITIZATION' IS COMMENDABLE, BUT 'SEEING IS BELIEVING', AND 'THINGS AREN'T ALWAYS WHAT THEY SEEM.' SUBSTANTIVE CONTENT OUTWEIGHS 'SUPPOSITION', NOTWITHSTANDING OPTIMISTIC CLAIMS, BECAUSE 'THE ROAD TO HELL IS PAVED WITH GOOD INTENTIONS', AND WE KNOW WHO THE 'PAVING CONTRACTORS' ARE. SO MAKE SURE THE WIDELY PUBLICIZED 'PRIORITIZED STRATEGIC PLAN' SUCCEEDS, AND BENEFITS ALL RESIDENTS OF THE CITY; BECAUSE: - 'FAILURE IS NOT AN OPTION', AND: 'THE END DOES NOT JUSTIFY THE MEANS.' ~ THANK YOU.

Item #61.

• TOM MCGOWAN; LAS VEGAS RESIDENT. ~ HOW CLOSELY HAS THE CITY OF LAS VEGAS ARTS COMMISSION MONITORED THE PLANNING AND DEVELOPMENT OF THE ARTS DISTRICT IN WARD 3, OVER THE PAST FOUR (4) YEARS (?); AND, IF IT HASN'T DONE SO, ~ WHY NOT? THANK YOU.

Submitted at City Council

Date 10/18/06 Item 59, 60 & 61

City Council Meeting of October 18, 2006

- DVD SUBMITTED AS
BACKUP FOR ITEM
60 – FILED WITHIN
- MINUTE BINDER

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 18, 2006

DEPARTMENT: CITY MANAGER'S OFFICE

DIRECTOR: TED OLIVAS

☐ Consent ☒ Discussion

SUBJECT:

ADMINISTRATIVE:

Report and possible action on an update of the City of Las Vegas Arts Commission Fiscal Year 2006-2007 Municipal Arts Plan

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Dept./Division:

Amount:

Funding Source:

PURPOSE/BACKGROUND:

This report will provide an update to the Mayor and City Council on the Arts Commission Fiscal Year 2006-2007 Municipal Arts Plan.

Two new public art projects are in the planning stages as a direct result of the recently formed "Downtown Public Art Committee" (DPAC). Formed by the Arts Commission and guided by the Office of Cultural Affairs, DPAC works with the Department of Planning and Development, the Office of Business Development, and other City departments to plan and implement public art projects within the downtown redevelopment area.

RECOMMENDATION:

Recommend that the Council accept the updated report of the Fiscal Year 2006-2007 Municipal Arts Plan.

BACKUP DOCUMENTATION:

1. DPAC Member List
2. FY 06/07 Municipal Arts Plan
3. Submitted at meeting – Hardcopy of PowerPoint Presentation
4. Submitted at meeting – Comments by Tom McGowan

Motion made by GARY REESE to Approve to Accept the Report

Passed For: 6; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 1

LOIS TARKANIAN, LAWRENCE WEEKLY, LARRY BROWN, OSCAR B. GOODMAN,
GARY REESE, STEVE WOLFSON; (Against-None); (Abstain-None); (Did Not Vote-None);
(Excused-STEVEN D. ROSS)

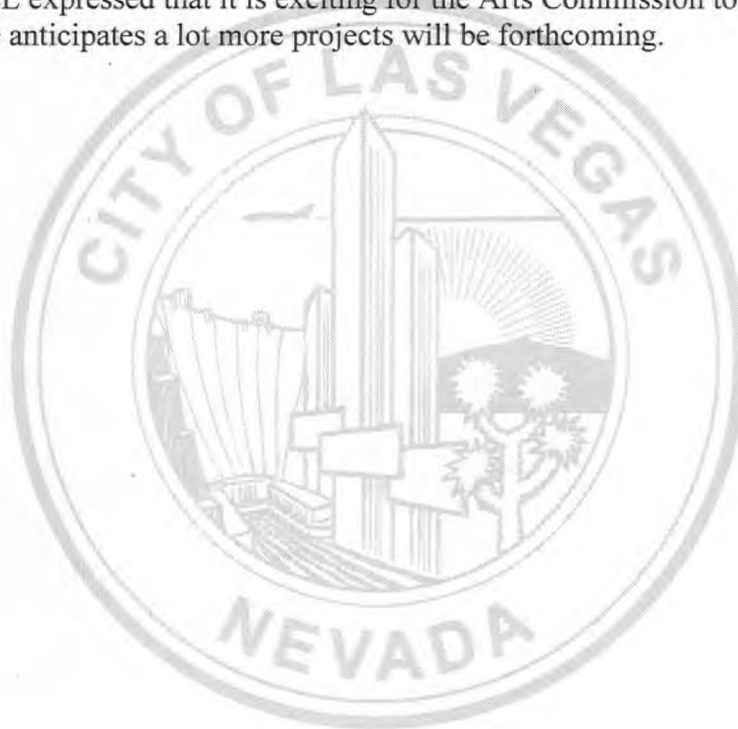
CITY COUNCIL MEETING OF: OCTOBER 18, 2006

Minutes:

CHRIS KNIGHT, Director of Administrative Services, went over the information under the Purpose/Background section. He introduced KIM RUSSELL, Chair of the Las Vegas Arts Commission, and LISA STAMANOS, of the Cultural Arts Division.

MS. RUSSELL stated that, as a result of meetings with various City staff members, an idea became a reality, and the Downtown Public Arts Committee was formed. Since its creation three months ago, incredible work has been done. MS. STAMANOS used a PowerPoint presentation, a copy of which is made a part of the minutes, to outline the two projects that resulted from monthly meetings of the Downtown Public Art Committee.

Lastly, MS. RUSSELL expressed that it is exciting for the Arts Commission to be active with the City Council, and she anticipates a lot more projects will be forthcoming.



City of Las Vegas - Downtown Public Art Committee (DPAC)

Nancy Deaner; Manager Office of Cultural Affairs

Lisa Stamanis, Administrator, Visual Arts, Office of Cultural Affairs

Richard Hooker; Urban Arts Initiative, Office of Cultural Affairs

Kim Russell, Chair, City of Las Vegas Arts Commission

Richann Johnson; Senior Economic Development Office

Yorgo Kagafas, Urban Design Coordinator

Steven Van Gorp; Redevelopment Manager

Romeo Betea, Economic Development Manager

Brenda J. Hughes; Senior Economic Development Officer

Margo Wheeler; Director Planning & Development

Scott Adams; Director Business Development

Steve Houchens, Deputy City Manager

Ted Olivas, Director Office of Government & Community Affairs

Office of Councilman Reese

FY 2006 - 2007 Municipal Arts Plan <i>Approved by City Council February 2006</i>			
	Funding	Completion Date	Ward
<u>Arts District Gateways - Design Phase</u>	Municipal Arts Fund NDOT Grant	Design to be completed by June 07	3
<u>Centennial Time Capsule - Fabrication Phase</u>	AF/Centennial Funds	Project to be completed and installed by April 2007	3
<u>Lewis/Justice Corridor Streetscape Enhancements - Design Phase</u>	Municipal Arts Fund	Design phase to be completed by June 2007	3
<u>Southern Nevada Police Memorial Monument - Design Phase</u>	Municipal Arts Fund	Design Completed Fabrication and installaion by May 2008	4
<u>Centennial Hill Community Center Public Art Projects - Implementation Phase</u>	Municipal Arts Fund	Project to be completed and installed by June 2007	6
<u>Project contingency funds and maintenance reserve</u>	N/A	N/A	
Municipal Arts Plan - Update Downtown Public Art Committe (DPAC) Downtown Redevelopment Projects:		Completion Date	Ward
<u>Hoover Avenue,Streetscape Enhancements</u>	Municipal Arts Fund	Project Completed and installed by June 2007	3
<u>Casino Center, South of Charleston Streetscape Enhancments</u>	Municipal Arts Fund	Design phase completed by June 2007	3

City of Las Vegas Arts Commission FY 2006-07 Municipal Arts Plan Update

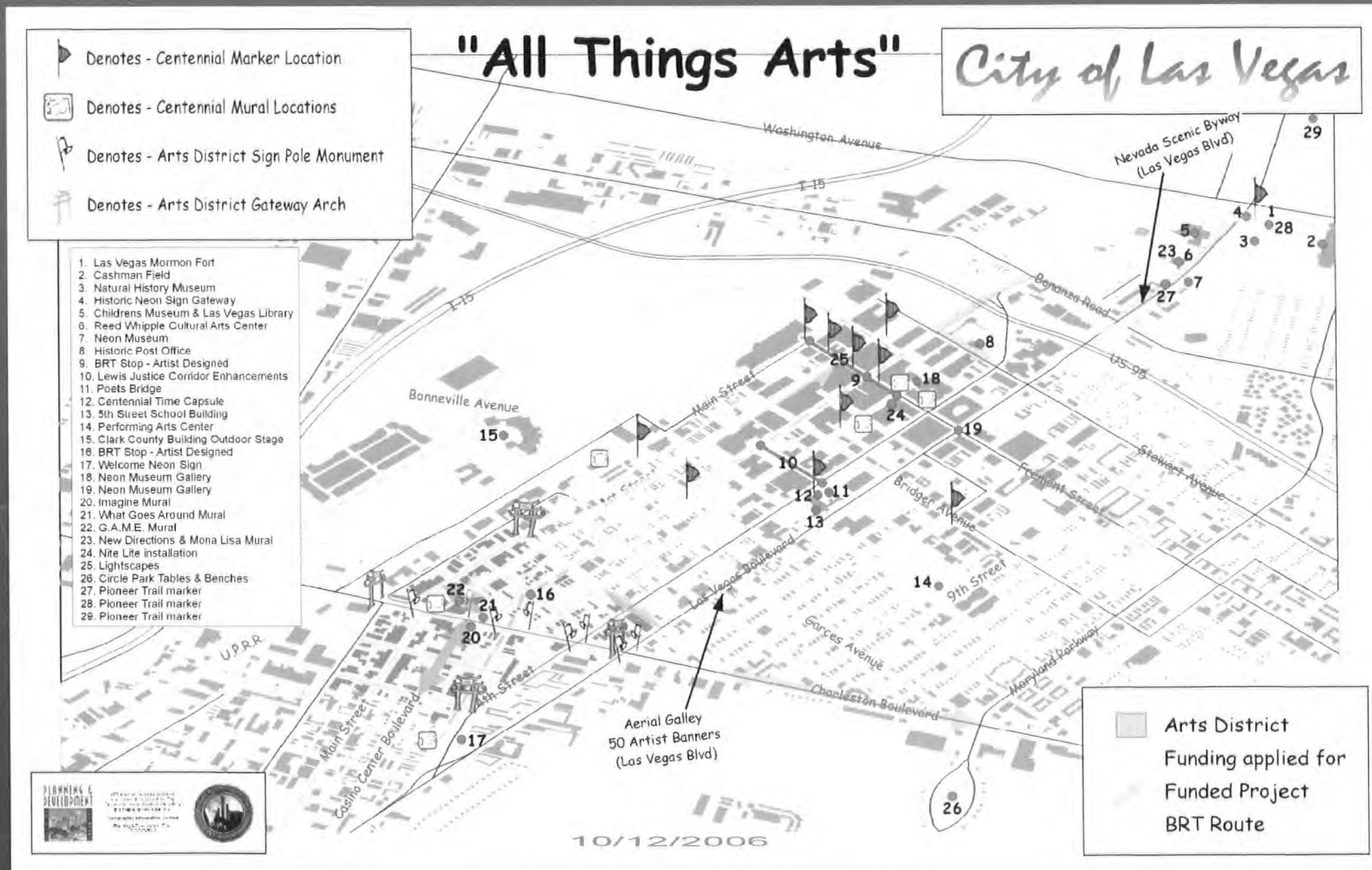


commission

Submitted to City Council
Date: 10/18/06
Page 1

Downtown Public Art Committee – DPAC

“All Things Art” Public Art Map



Casino Center Streetscape Improvement Project



Hoover Streetscape Improvement Project



TM/LAS CVEL.MTG:

9A WED. 18 OCT. 2006 (CVEL.CHMB.) (CH: MAY 016)

PUBLIC COMMENT

.. < (30") > ..

AGENDA

Item # 59.

• TOM MCGOWAN; LAS VEGAS RESIDENT. ~ SALIENT EXTANT AND EMERGING ISSUES IMPACTING ALL RESIDENTS OF THE CITY OF LAS VEGAS INCLUDE, BUT ARE NOT LIMITED TO THE FOLLOWING: ~ OUTSOURCING; THE CONTINUING INFLUX OF ILLEGAL ALIENS; THE LACK OF THE REQUISITE VOLUME OF PUBLIC MASS TRANSIT AND AFFORDABLE HOUSING; THE ABSENCE OF COHERENTLY MASTER-PLANNED AS COMPREHENSIVELY INTEGRALIZED DEVELOPMENT AND REDEVELOPMENT IN THE SPIRIT OF GENUINE COMMUNITY; THE ABSENCE OF NATIONAL HOMELAND AND STATE AND LOCAL HOME FRONT SECURITY; THE ABSENCE OF AN ENSURED EFFECTIVE MASS PUBLIC EVACUATION PLAN; REPEATED VIOLATIONS OF THE NEVADA OPEN MEETING LAW; ~ ADD MORE. THANK YOU.

.. < (20") > ..

Item # 60.

• TOM MCGOWAN; LAS VEGAS RESIDENT. ~ 'STRATEGIC PLAN PRIORITIZATION' IS COMMENDABLE, BUT 'SEEING IS BELIEVING', AND 'THINGS AREN'T ALWAYS WHAT THEY SEEM.' SUBSTANTIVE CONTENT OUTWEIGHS 'SUPPOSITION', NOTWITHSTANDING OPTIMISTIC CLAIMS, BECAUSE 'THE ROAD TO HELL IS PAVED WITH GOOD INTENTIONS', AND WE KNOW WHO THE 'PAVING CONTRACTORS' ARE. SO MAKE SURE THE WIDELY PUBLICIZED 'PRIORITIZED STRATEGIC PLAN' SUCCEEDS, AND BENEFITS ALL RESIDENTS OF THE CITY; BECAUSE: - 'FAILURE IS NOT AN OPTION', AND: 'THE END DOES NOT JUSTIFY THE MEANS.' ~ THANK YOU.

Item # 61.

• TOM MCGOWAN; LAS VEGAS RESIDENT. ~ HOW CLOSELY HAS THE CITY OF LAS VEGAS ARTS COMMISSION MONITORED THE PLANNING AND DEVELOPMENT OF THE ARTS DISTRICT IN WARD 3, OVER THE PAST FOUR (4) YEARS (?); AND, IF IT HASN'T DONE SO, ~ WHY NOT? — THANK YOU.

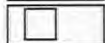
Submitted at City Council

Date 10/18/06 Item 59, 60 & 61

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 18, 2006

DEPARTMENT: CITY ATTORNEY**DIRECTOR: BRADFORD R. JERBIC**☐ Consent ☒ Discussion**SUBJECT:**

Hearing, discussion and possible action concerning petition for rehearing in the matter of the Department of Finance and Business Services on behalf of the City of Las Vegas, Nevada v. The Power Company, Inc. d/b/a Crazy Horse Too - Ward 3 (Reese)

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

On September 6, 2006, the Las Vegas City Council revoked The Power Company, Inc.'s Tavern License No. L16-00003-4-000209 and imposed a fine. The Power Company, Inc. has timely petitioned for rehearing. LVMC 6.88.130 provides that "[s]uch motions shall not be granted except upon a showing that there is new evidence which is material and necessary and reasonably calculated to change the decision of the City Council and that sufficient reason existed for failure to present such evidence at the hearing of the City Council." The Power Company, Inc. alleges that the City Council had a conflict of interest concerning a proposed road project, that it has subsequently entered into a purchase and sales agreement for Crazy Horse Too, and that the Mayor has stated that he can participate in the rehearing.

RECOMMENDATION:

Denial

BACKUP DOCUMENTATION:

1. Submitted at meeting - Affidavit of Service by City Attorney's Office and Affidavit of Philip R. Byrnes and Exhibit 1 by City Attorney's Office
2. Submitted for final minutes – Respondent The Power Company Inc., d/b/a Crazy Horse Too's Petition for Rehearing and Affidavit of Henry S. Stone, Esq. in Support of Petition for Rehearing
3. Combined Verbatim Transcript for Item 62 and 64

Motion made by GARY REESE to Approve to Withdraw

Passed For: 6; Against: 0; Abstain: 1; Did Not Vote: 0; Excused: 0

LOIS TARKANIAN, LAWRENCE WEEKLY, LARRY BROWN, GARY REESE, STEVE WOLFSON, STEVEN D. ROSS; (Against-None); (Abstain-OSCAR B. GOODMAN); (Did Not Vote-None); (Excused-None)

CITY COUNCIL MEETING OF: OCTOBER 18, 2006

NOTE: MAYOR GOODMAN disclosed that he would be abstaining, on the advice of CITY ATTORNEY JERBIC that he has a conflict. CITY ATTORNEY JERBIC then clarified that, as previously disclosed, MAYOR GOODMAN, even though he had very little connection with his law firm, was listed as a member of the firm at the time that one of his partners was representing a co-defendant in a series of cases. During that period of time, there was also an insurance policy being paid by the firm. As a result, the argument could be made that the proceeds of the fees of the client could have been paying for the insurance policy. Therefore, this would present a conflict of interest, and the Mayor should abstain.

Minutes:

A combined Verbatim Transcript of Items 62 and 64 is made a part of the Final Minutes. See Item 64 for additional related backup.

APPEARANCES:

OSCAR B. GOODMAN, Mayor
BRAD JERBIC, City Attorney
GARY REESE, Mayor Pro Tem
UNIDENTIFIED MALE SPEAKER
CHRIS CHRISTOFF
STEVE WOLFSON, Councilman
WILLIAM HENRY, Sr. Litigation Counsel
STEPHEN CARUSO, Attorney, representing the applicant
JIM DiFIORE, Manager, Business Services
MICHAEL SIGMORELLI, applicant
LOIS TARKANIAN, Councilwoman
LARRY BROWN, Councilman
STEVEN ROSS, Councilman
BARBARA JO RONEMUS, City Clerk
ANTHONY SGRO, Attorney, representing The Power Company, Inc.

1
2
3 AFFIDAVIT OF SERVICE

4 STATE OF NEVADA)
5)SS.
6 COUNTY OF CLARK)

7 Betsy Kidder, hereby swears (or affirms) under penalty of perjury, that the following
8 assertions are true of her own personal knowledge:

9 Affiant is, and was on the day when she served the within *Notice of Rehearing in the*
10 *Matter of the Department of Finance and Business Services on Behalf of the City of Las*
11 *Vegas, Nevada v. The Power Company, Inc. d/b/a Crazy Horse Too Before the Las Vegas*
12 *City Council October 18, 2006*, a citizen of the United States, over the age of 21 years, and not
13 a party to, nor interested in, the proceeding in which this affidavit is made; that the affiant
14 personally served the same upon The Power Company, Inc. d/b/a Crazy Horse Too, by delivering
15 and leaving a copy with the receptionist at the law offices of Anthony P. Sgro, 720 South Seventh
16 Street, #300, Las Vegas, NV 89101, their attorney for the above-described action, on September
17 28, 2006.

18 I declare under penalty of perjury under the law of the State of Nevada that the foregoing
19 is true and correct.

20 EXECUTED this 28th day of September 2006.

21 Betsy Kidder
22 Betsy Kidder

23 SUBSCRIBED AND SWORN to before me
24 this 28th day of September 2006.



29 Cindy Kelly
30 NOTARY PUBLIC

CITY OF LAS VEGAS

Bradford R. Jerbic
City Attorney

OFFICE OF THE CITY ATTORNEY



400 Stewart Avenue, Ninth Floor
Las Vegas, Nevada 89101-2986
(702) 229-6629
Fax: (702) 386-1749
E-mail: whenry@lasvegasnevada.gov

September 27, 2006

HAND DELIVERED

THE POWER COMPANY, INC.
2476 Industrial Road
Las Vegas, NV 89102

c/o Anthony P. Sgro, Esq.
PATTI & SGRO
720 South Seventh Street, #300
Las Vegas, NV 89101

RE: Notice of Rehearing in the Matter of the *Department of Finance and Business Services on Behalf of the City of Las Vegas, Nevada v. The Power Company, Inc. d/b/a Crazy Horse Too* Before the Las Vegas City Council October 18, 2006

Gentlemen:

Reference is made to The Power Company, Inc.'s Petition for Rehearing in the matter of the *Department of Finance and Business Services on behalf of the City of Las Vegas, Nevada v. The Power Company, Inc. d/b/a Crazy Horse Too*, served on the Las Vegas City Clerk September 15, 2006. On September 21, 2006, your counsel, Anthony P. Sgro, Esq., of PATTI & SGRO, told me that he wished this Petition for Rehearing to be heard by the Las Vegas City Council October 18, 2006. Accordingly, please be informed that the Las Vegas City Council will hear your Petition for Rehearing on October 18, 2006, in the chambers of the Las Vegas City Council, located at 400 Stewart Avenue, Las Vegas, Clark County, Nevada, at the hour of 9 a.m., or as soon thereafter as the matter can conveniently be heard.

Very truly yours,

OFFICE OF THE CITY ATTORNEY

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

WILLIAM P. HENRY
Senior Litigation Counsel

WPH:ck

CITY OF LAS VEGAS

Bradford R. Jerbic
City Attorney

OFFICE OF THE CITY ATTORNEY



400 Stewart Avenue, Ninth Floor
Las Vegas, Nevada 89101-2986
(702) 229-6629
Fax: (702) 386-1749
E-mail: whenry@lasvegasnevada.gov

September 27, 2006

HAND DELIVERED

THE POWER COMPANY, INC.
2476 Industrial Road
Las Vegas, NV 89102

c/o Anthony P. Sgro, Esq.
PATTI & SGRO
720 South Seventh Street, #300
Las Vegas, NV 89101

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Very truly yours,

OFFICE OF THE CITY ATTORNEY

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WILLIAM P. HENRY
Senior Litigation Counsel

WPH:ck

AFFIDAVIT OF PHILIP R. BYRNES

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

PHILIP R. BYRNES, being first duly and sworn, deposes and says:

1. I am employed by the City of Las Vegas as a Deputy City Attorney. I have personal knowledge of the matters stated herein; and, if called upon, I am competent to testify thereto.

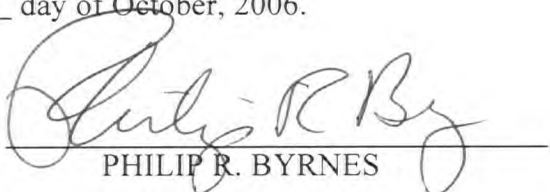
2. On September 27, 2006, I was provided with the original of a letter to John E. Dawson, Esq., the resident agent for The Power Company, Inc. A true and correct copy of this letter is attached as Exhibit 1.

3. I delivered this letter to the offices of Lionel Sawyer & Collins, 300 South Fourth Street, #1700, Las Vegas, Nevada 89101.

4. I gave the letter to the receptionist at the law firm and requested that it be given to Mr. Dawson.

I declare under penalty under the law of the State of Nevada that the foregoing is true and correct.

EXECUTED this 5th day of October, 2006.

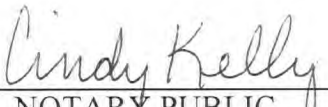


PHILIP R. BYRNES

SUBSCRIBED and SWORN to before me

this 5th day of October, 2006.





NOTARY PUBLIC

Submitted at City Council

Date 10/15/06 Item 6.7

EXHIBIT 1

CITY OF LAS VEGAS

Bradford R. Jerbic
City Attorney

OFFICE OF THE CITY ATTORNEY



400 Stewart Avenue, Ninth Floor
Las Vegas, Nevada 89101-2986
(702) 229-6629
Fax: (702) 386-1749
E-mail: whenry@lasvegasnevada.gov

September 27, 2006

HAND DELIVERED

THE POWER COMPANY, INC.
2476 Industrial Road
Las Vegas, NV 89102

c/o John E. Dawson, Esq., Resident Agent
LIONEL SAWYER & COLLINS
300 South Fourth Street, #1700
Las Vegas, NV 89101

RE: Notice of Rehearing in the Matter of the *Department of Finance and Business Services on Behalf of the City of Las Vegas, Nevada v. The Power Company, Inc. d/b/a Crazy Horse Too* Before the Las Vegas City Council October 18, 2006

Gentlemen:

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Very truly yours,

OFFICE OF THE CITY ATTORNEY

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

WILLIAM P. HENRY
Senior Litigation Counsel

WPH:ck

PATTI & SGRO, Ltd.**ATTORNEYS AT LAW**

Dean R. Patti
Anthony P. Sgro

Stephen K. Lewis
Jonathan L. Powell
Erick M. Ferran
Chad N. Dennie
Henry S. Stone ***
Gerald B. Netzky**

*Also licensed in Arizona

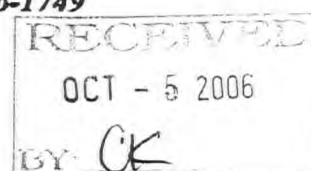
**Licensed only in Utah

*** Also Licensed in California

October 5, 2006

Via fax to 386-1749

William Henry, Esq.
Office of the City Attorney
400 Stewart Avenue, Ninth Floor
Las Vegas, NV 89101



Re: Petition for Rehearing -- The Power Company, Inc.

Dear Mr. Henry:

This letter will confirm that, per our request, you had previously rescheduled to October 18, 2006, as the date on which the City Council would hear the Petition for Rehearing by The Power Company, Inc. As you are aware, the deferral was requested so that the City Council could act on the application for a temporary liquor license by The Power Company's prospective sublessee, Michael Signorelli/Nevada Receivership, LLC.

Since the City Council has deferred its decision on the application by Mr. Signorelli on behalf of Nevada Receivership, The Power Company wishes to again defer the hearing on the Petition for Rehearing until after the City Council makes its determination on the application by Mr. Signorelli. If the application by Mr. Signorelli is denied at the City Council meeting on October 18, 2006, The Power Company requests that its hearing on its Petition for Rehearing go forward and be heard at that meeting. If the application by Mr. Signorelli is approved, we would request that the Power Company's hearing be deferred pending opening of business by Mr. Signorelli. If the application is again deferred, The Power Company requests that its hearing be deferred to a date which The Power Company would specify depending on the period for which Mr. Signorelli's application is deferred.

Please contact the undersigned to confirm our request or to advise of any changes in scheduling.

Very truly yours
PATTI & SGRO, LTD.

ANTHONY P. SGRO, ESQ.

HSS/mc

RECEIVED
CITY CLERK

2006 SEP 15 P 2: 22

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

* * *

CLARK COUNTY, NEVADA

IN THE MATTER OF:

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

Petitioner,

vs.

THE POWER COMPANY, INC. d/b/a
CRAZY HORSE TOO.

Respondent.

**RESPONDENT THE POWER
COMPANY, INC. d/b/a CRAZY
HORSE TOO'S PETITION FOR
REHEARING**

PETITION FOR REHEARING

**I.
BASIS FOR REHEARING**

Respondent hereby moves for a rehearing on the First Amended Complaint on the following grounds:

- A. The City Council has a conflict of interest with respect to this matter on two grounds:
- (1) the City Council 's Order will directly lower the price the City has to pay the Respondent for its property in a pending eminent domain action; the City will save tens of millions of dollars; and (2) the Council 's Order will place approximately \$2,000,000.00 in the City's general account for use by the Council .
- B. The Respondent has entered into a purchase agreement for the club pursuant to the Federal Plea Agreement; thus, the City can achieve its desired goal of removing Rick

1 Rizzolo without impacting the Plea Agreement and allowing the settlement
2 agreement with Kirk and Amy Henry to stand.

3 C. The Mayor, no longer has a conflict of interest and can participate in a rehearing
4 where his professional expertise will aid the Members of the Council in any action
5 they may later rule upon.

6 **II.**

7 **THE PROCEDURAL STANDARD FOR REHEARING**

8 Las Vegas Municipal Code, Section 6.88.130 governs rehearings on disciplinary actions and
9 provides in relevant part as follows:

10 The City Council may, upon motion made within ten days after service of a decision
11 and order, order a rehearing before the City Council upon such terms and conditions
12 as it may deem just and proper. Such motion shall not be granted except upon a
13 showing that there is new evidence which is material and necessary and reasonably
14 calculated to change the decision of the City Council and that sufficient reason
15 existed for failure to present such evidence at the hearing of the City Council.

16 **III.**

17 **NEW AND PREVIOUSLY UNKNOWN EVIDENCE**

18 **A. CONFLICT OF INTEREST.**

19 The City Council 's Order Will Directly Lower the Price the City Has to Pay the Petitioner for its
20 Property in a Pending Eminent Domain Action; the City will Save Tens of Millions of Dollars.

21 All members of the City Council are aware that the Respondent sought Judicial Review of
22 the Council 's decision with the 8th Judicial District Court of Nevada. During both a hearing for a
23 Temporary Restraining Order and a hearing for a Temporary Injunction, Deputy City Attorney
24 William Henry advised the Court of his conflict. On or about July 12, 2006, Henry became aware
25 of the fact that the City was proceeding towards a condemnation of the real property that the CRAZY
26 HORSE TOO sits upon. He further stated that, in order to avoid a conflict of interest, on his part,
27 he advised the City Manager to have the City engage outside Council who has no role in these
28 proceedings to advise regarding the condemnation. Henry clearly recognized that the City stood to
gain perhaps tens of millions of dollars if it only had to buy vacant commercial property as opposed
to transplanting an extremely profitable 24 hour business.

1 Appraisals and prior court testimony value the operating CRAZY HORSE TOO, including
2 land, in excess of \$53,000,000.00. The non-operating club is worth perhaps \$10,000,000.00; simply
3 land value. These are real numbers and they are staggering. The difference in these values provides
4 direct benefit to the City of Las Vegas. That benefit was derived directly by the Las Vegas City
5 Council.¹

6 Thus, if the City Attorney's office has a conflict, the City as the decision maker on both
7 matters (licensing and condemnation) also has a conflict of interest. The City had not advised
8 Respondent that it perceived this conflict until after the City Council hearing. Thus, Respondent
9 was unable to present this evidence at the Council hearing.

10 The Council's Order will place approximately \$2,000,000.00 in the City's General account for use
11 by the Council.

12 The City Council imposed a fine of \$2,192,000 upon the CRAZY HORSE TOO. Those
13 monies are all set to be paid into the City's coffers. To hold the power to both impose a multi-
14 million dollar fine and later spend that same money is the very nature of a conflict. Tumey v. Ohio,
15 273 U.S. 532 (1927) (The United States Supreme Court overturned a misdemeanor conviction by a
16 Mayor of a village who's budget was based on fines assessed by the Mayor in the subject case and
17 similar cases); see also Gilman v. Nevada State board of Veterinary Medical Examiners, 120 Nev.
18 263 (2004) (holding that administrative punishments do not require actual bias but that "justice must
19 satisfy the appearance of justice.").

20 The amount of the fine exceeds the amount of any fine previously imposed by the City upon
21 any licensee. Thus, Respondent had no way of knowing that the City would impose a fine so far out
22 of line with precedent.

23 **B. SALE OF THE BUSINESS**

24 On September 7, 2006, a contract to purchase the CRAZY HORSE TOO was executed and
25 substantial earnest money deposit was placed into escrow. This contract was the result of ongoing
26

27 ///

28 ¹ Many City and State agencies across the Country deal with this very issue through
the creation of various boards to perform the hearing function to avoid conflicts such
as these.

1 negotiations between Respondent with Stuart Cadwell ("Buyer"). The purchase would involve both
2 the club and the Real Property.

3 This sale acts to facilitate three things: (1) to satisfy the Federal Plea Agreement; (2) resolve
4 an on going civil suit by Kirk Henry (the Members will remember the testimony of his wife); and
5 (3) act to remove Mr. Frederick John Rizzolo, and his entities, from running and/or owning the
6 CRAZY HORSE TOO. The third action is exactly what the City Council wants to take place. In
7 other words, the City will get-its-cake-and-eat-it-too if the Club is simply allowed to operate and be
8 sold as agreed upon by the Respondent and the Federal Government.

9 Although Respondent was aware of the negotiations at the time of the Hearing, the
10 Agreement was not signed and the obligation to sell did not arise, until after the Hearing.

11 **C. MAYOR'S PARTICIPATION**

12 All parties are well aware that Mayor Goodman abstained from the final hearing on this
13 matter (although he participated in a prior "closed" City Council hearing on this matter). However,
14 just one day later, at his weekly press conference, Mayor Goodman stated his participation in a
15 rehearing would not create any conflicts.

16 Due to the Mayor's extensive professional experience with both criminal and licensing
17 issues, his presence on the Board is invaluable in this matter. While many of the Council members
18 wished for additional information, the Mayor could have provided educated responses to his fellow
19 members. While many of the Council members hold no experience with Federal Plea agreements
20 and their impact, Mayor Goodman could share his past experiences with the Council .

21 This information was not available to Respondent at the hearing on September 6, 2006, as
22 the Mayor's press conference, was held one day after the hearing. In light of the serious nature of
23 these proceedings, the Mayor's experience should be heard and considered by all Council members.

24 **D. CONCLUSION**

25 Based on the foregoing new facts, Respondent should be granted a rehearing before the City
26 Council pursuant to LVMC 6.88.130, at the earliest possible opportunity. At said hearing the City

27 ///

28 ///

///

PATTI & SGRO

720 South Seventh Street, Suite 300

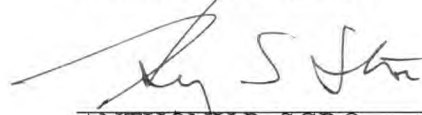
Las Vegas, Nevada 89101

Tel. (702) 385-9595 ♦ Fax (702) 386-2737

1 Council should recognize its actual conflicts of interest and assign a neutral body to hold a hearing
2 within the spirit of the LVMC which satisfies all the Due Process rights afforded to the Respondent.
3

4 DATED this 15 day of September, 2006.
5
6

7 PATTI & SGRO, LTD.

8 

9 ANTHONY P. SGRO

10 HENRY S. STONE, ESQ.

11 720 South Seventh Street, Suite 300

12 Las Vegas, Nevada 89101

13 Attorneys for the Power Company, Inc. d/b/a
14 Crazy Horse Too
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PATTI & SGRO
720 South Seventh Street, Suite 300
Las Vegas, Nevada 89101
Tel. (702) 385-9595 ♦ Fax (702) 386-2737

RECEIPT OF COPY

I, the undersigned hereby acknowledge receipt of the foregoing **PETITION FOR REHEARING** filed on behalf of The Power Company, Inc. d/b/a Crazy Horse Too.

Dated: September 15th, 2006.

CITY OF LAS VEGAS

For, William P. Henry - Hcb
William P. Henry, Sr., Deputy City Attorney
Senior Litigation Council
CITY HALL
400 E. Stewart Avenue, 9th Floor
Las Vegas, Nevada 89101

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Attorneys for Plaintiff,
THE POWER COMPANY, INC

BEFORE THE CITY COUNCIL

OF THE CITY OF LAS VEGAS, NEVADA

* * *

CLARK COUNTY, NEVADA

IN THE MATTER OF:

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

Petitioner,

vs.

THE POWER COMPANY, INC. d/b/a
CRAZY HORSE TOO.

Respondent.

AFFIDAVIT OF HENRY S. STONE,
ESQ. IN SUPPORT OF PETITION
FOR REHEARING

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

HENRY S. STONE, ESQ., being first duly sworn and upon oath deposes and says
the following:

1. I am the person above named, am competent to testify to the matters stated herein,
do so upon firsthand knowledge, and would so state in a court of law.

2. That during various hearings within the Judicial review process our firm became
aware of that potential conflict, was recognized by Deputy City Attorney Henry. That each of these
Judicial hearings took place after the City Council hearing.

///

3. The presence of a conflict of interest with the City Council is necessary and material as it renders the entire proceeding moot as each Member of the Council should have recused from hearing the matter.

4. That the day after the City Council hearing, Mayor Goodman announced that he no longer had any conflict of interest and his participation is necessary and material. The presence of the Mayor, with his experience, would surely aid the Council in all its decisions.

6. That the CRAZY HORSE TOO is now under contract to be sold. Escrow with a substantial earnest money deposit has been opened. This information is necessary and material because it enables the Council to be sure the Respondent and its owner will not have a role in the CRAZY HORSE TOO upon sale.

7. That due to the pending sale, the City will be able to achieve it's goal of removing Mr. Rizzolo from the club and allow the Federal Plea Agreement to stand.

DATED: September 14, 2006.

Henry S. Stone, Esq.

SUBSCRIBED and SWORN to before
me this 14 day of September, 2006.

Deborah L Hart
NOTARY PUBLIC in and for
the State of Nevada, Clark County



**CITY COUNCIL MEETING OF
October 18, 2006**

COMBINED VERBATIM TRANSCRIPT – ITEM 62 AND ITEM 64

1 **ITEM 62 – HEARING, DISCUSSION AND POSSIBLE ACTION CONCERNING PETITION**
2 **FOR REHEARING IN THE MATTER OF THE DEPARTMENT OF FINANCE AND BUSINESS**
3 **SERVICES ON BEHALF OF THE CITY OF LAS VEGAS, NEVADA V. THE POWER**
4 **COMPANY, INC. D/B/A CRAZY HORSE TOO – WARD 3**

5
6 **ITEM 64 – ABEYANCE ITEM – DISCUSSION AND POSSIBLE ACTION REGARDING**
7 **TEMPORARY APPROVAL OF A NEW TAVERN LICENSE, NEVADA RECEIVERSHIP, LLC,**
8 **DBA CRAZY HORSE TOO, 2476 INDUSTRIAL ROAD, Michael J. Signorelli, Managing Mmbr,**
9 **100% – Ward 3 (Reese)**

10
11 **Appearance List:**

12 OSCAR GOODMAN, Mayor
13 BRAD JERBIC, City Attorney
14 GARY REESE, Mayor Pro Tem
15 UNIDENTIFIED MALE SPEAKER
16 CHRIS CHRISTOFF, Representative of the Little Church of Las Vegas
17 STEVE WOLFSON, Councilman
18 WILLIAM HENRY, Sr. Litigation Counselor
19 STEPHEN CARUSO, Attorney
20 JIM DiFIORE, Manager of Business Services
21 MICHAEL SIGNORELLI, 308 West Sahara, Las Vegas, Nevada
22 LOIS TARKANIAN, Councilwoman
23 LARRY BROWN, Councilman
24 STEVEN ROSS, Councilman
25 BARBARA JO RONEMUS, City Clerk
26 ANTHONY SGRO, Attorney for the Power Company, Inc.

27
28 (02:08:36 – 03:03:46)

29
30 Typed by: Shamika Webb

31 Proofed by: Angela Crolli

**CITY COUNCIL MEETING OF
October 18, 2006**

COMBINED VERBATIM TRANSCRIPT – ITEM 62 AND ITEM 64

32 **MAYOR GOODMAN**

33 Item 62 will be trailed to be heard following Item 64. So, we'll move on to Item 62a.

34

35 **END RELATED DISCUSSION**

36 **RESUMED RELATED DISCUSSION**

37

38 **MAYOR GOODMAN**

39 Sixty-four, 64 is discussion, possible action regarding temporary approval of a new tavern license
40 for Nevada Receivership, LLC, doing business as Crazy Horse Too, at 2476 Industrial Road,
41 Mike Signorelli, Managing Member. This is in Ward 3. I've been advised by Mr. Jerbic, is Mr.
42 Jerbic here? Oh, okay, sorry. No peripheral vision, Mr. Jerbic.

43

44 **BRAD JERBIC**

45 That's okay.

46

47 **MAYOR GOODMAN**

48 That you believe that I have a conflict and I should not proceed?

49

50 **BRAD JERBIC**

51 That's correct, Your Honor.

52

53 **MAYOR GOODMAN**

54 All right, based upon that and the history that has taken place, I'm gonna follow the Attorney's
55 advice.

56

57 **BRAD JERBIC**

58 I think under Nevada law we need to also state the reason for the conflict. It's the same reason
59 we put on the record before, at least – on paper, even if we know factually that you have very
60 little connection with your law firm. You were listed as a member of your firm at the time that

CITY COUNCIL MEETING OF
October 18, 2006

COMBINED VERBATIM TRANSCRIPT – ITEM 62 AND ITEM 64

61 one of your partners was representing a codefendant in these series of cases. And during that
62 period of time there was some small insurance policy that was also being paid by the firm. As a
63 result, I – think that one could argue, at least on paper, that the proceeds of whatever fee that
64 client was paying could've been apart of the proceeds and part of the insurance policy. And, as a
65 result you would still have a conflict of interest and would need to abstain.

66

67 **MAYOR GOODMAN**

68 Okay, as I've said before I – really, I – don't have that sense to follow the Attorney's advice, but I
69 may have had a different opinion, but for the briefing that I had from Mr. DiFiore. But I – think
70 I know what's going to happen here and if it happens the way then I – guess I have to follow your
71 advice. So, that's it.

72

73 **BRAD JERBIC**

74 Thank you, Your Honor.

75

76 **MAYOR PRO TEM REESE**

77 Thank you, Your Honor. He read item in the record, Item number 64. I'm gonna read in the
78 record Item 62, which we're going to be hearing at the same time. Item 62 is a hearing
79 discussion, possible action concerning petitions for a rehearing in the matter of the Department of
80 Finance and Business Service on behalf of the City of Las Vegas, Nevada versus the Power
81 Company doing business as Crazy Horse Too, Ward 3. Mr. Jerbic, Mr. Henry, I will call these
82 hearings to order – but this is not a public hearing item. And I want that understood that we did
83 that hearing last time and I know that there's been a lot of messages, emails sent in regards to this
84 issue.

85 I – feel like that, Mr. Jerbic, I would like you to explain one more time about the – new church
86 that has come abroad over on Western Avenue at this time, if you would.

**CITY COUNCIL MEETING OF
October 18, 2006**

COMBINED VERBATIM TRANSCRIPT – ITEM 62 AND ITEM 64

87 **BRAD JERBIC**

88 Thank you, Mr. Mayor Pro Tem, members of the Council. If I could this morning, I will address
89 the issue regarding the church. I would like to point out that of the two items called. The item
90 that I would recommend that the Council hear first is the request for a temporary license for the –
91 Crazy Horse Too. If that item passes, I believe that the second item is probably moot.
92 But with that said, what I'll do is like to pick up with what we left off of the last meeting. At the
93 last meeting we had a number of subleases that we put into the record that were negotiated
94 between Mr. Signorelli, to my right, and the owners of the Crazy Horse Too. We had a number
95 of problems with those leases and we tried to correct them at the last minute, but we all agreed
96 that we didn't have enough time to review them to give you some advice for some legal certainty
97 that there would be no connection between the Rizzolo ownership and the new ownership. I'd
98 like to file with the Clerk what is operating sublease number five, which was a result of the
99 conversation I had with Mr. Caruso to try and clean up some of the language that continued to
100 exist, but I don't think through anybody's fault, but because we were all in a rush we just didn't
101 get it cleaned up right away. After that sublease was presented to our office, we sat down one
102 last time and made a few last minute corrections. And I would like to file with the Clerk right
103 now what is number six in a series of documents, which would be the most recent operating
104 sublease in purchasing and sale agreement. Based on review by my office, by myself and y Mr.
105 Henry, we are confident that that sublease contains language that divorces the running of the
106 Crazy Horse Too, if it's opened in the future from the old management, particularly Mr. Rizzolo.
107 The, at the same time Mr. DiFiore has a series of conditions that, if this Council were to consider
108 granting Mr. Signorelli a temporary license, we would recommend it would be with these
109 conditions; which not only separates Mr. Rizzolo and the co-defendants in the federal cases from
110 any operation or management at the Crazy Horse Too, it also prevents them from being on the
111 premises. It also prevents other family members of Mr. Rizzolo who have had management
112 responsibility over the Crazy Horse Too from being on the premises or involved in the operation
113 in the future. I also spoke with the US Attorney's office regarding the sublease and the purchase
114 and sale agreement. They are certainly going to be interested in the purchase and sale agreement;
115 one will be provided to them. And if a temporary license is granted, I would expect that we

**CITY COUNCIL MEETING OF
October 18, 2006**

COMBINED VERBATIM TRANSCRIPT – ITEM 62 AND ITEM 64

116 would hear back from the US Attorney's office as to their opinion regarding whether or not this
117 meets the terms and conditions of the federal plea agreement, which requires Mr. Rizzolo to meet
118 certain conditions if he's going to sell the business.

119 Finally, we go to the question that you asked at the beginning Mr. Mayor Pro Tem, which is the
120 connection between the church and this. As you may be aware from reading the newspaper
121 following the last Council meeting, a law suit was filed, trying to stop the issuance of a
122 temporary license, based on the assertion that there is a business within proximity of the Crazy
123 Horse Too, which somehow it now makes it ineligible for a tavern license. We are challenging
124 that law suit. We do not believe that is consistent with our City Code. Mr. Henry is at the dais.
125 He can address any specific issues with respect to that. I stand by the position that we took at the
126 last meeting, which was under our Code, this is a nonconforming use and it was a nonconforming
127 use long before the allegation of a church nearby came up. As such, under our Code, there is a
128 specific time frame to reinstate use of a liquor license or the use goes away forever. The Crazy
129 Horse Too is within that timeframe, in our opinion, and therefore if the Council chooses to issue
130 a temporary license, in spite of the allegations there's a church nearby, we believe that you can do
131 so.

132

133 **MAYOR PRO TEM REESE**

34 Okay, I – really I – thought about it up here for a minutes. I see Mr. Christoff down in the
135 audience there. I think Mr. Christoff is a proponent of this church. So Mr. Christoff if you
136 would like to come up and say a few things real quick, I think –

137

138 **UNIDENTIFIED MALE SPEAKER**

139 (Inaudible) discussion (inaudible) –

140

141 **CHRIS CHRISTOFF**

142 Mike Tardy, Mr. Travis Shelton –

**CITY COUNCIL MEETING OF
October 18, 2006**

COMBINED VERBATIM TRANSCRIPT – ITEM 62 AND ITEM 64

143 **MAYOR PRO TEM REESE**

144 Just – a couple minutes, please –

145

146 **CHRIS CHRISTOFF**

147 My name is Chris Christoff, I represent the Little Church of Las Vegas. It's located at 2325. The
148 intention of having a facility there was the only one available over a period of four, five years.
149 My intentions were to provide, as you know, Mayor Pro Tem, as other people for almost close to
150 several years now, five years of assisting a concern of having some kind of a church pertaining to
151 bible classes, as well as prayers for the Meadows Village. These concerns are not just a thought
152 up dream. It's been my desire to enrich the community that had never been enriched with
153 anything other than crime. But that's an issue that will be later discussed, I guess, amongst you.
154 I've been approached couple times, Mayor Pro Tem, by calls and threats from individuals even
155 threatening the people at the place 2325, that if you have it there you're going to have trouble.
156 The landlord, Mrs. Joy Filming, said the same thing. The double, a fire extinguisher person said
157 the same thing. This was several weeks ago. I've had calls from people who then hang up. That
158 doesn't deter my desire to fulfill my agreement as a Deacon for Raymond, as well as ordained
159 ministers to perform at their time for Meadow Village, may there be Spanish of other different
160 nationalities who wanna come over there at certain time where it's scheduled. I have a lease
161 there that's four, six to one year. Even though my landlord said, may I terminate your lease, I
162 said no. I said, you accept the Little Church of Las Vegas in good faith for what I told you it was
163 for, for Meadow Village people. She then turned around and changed her mind. So, she's been
164 approached, as well as other people, I don't know who they are, but I, in my sense, I can feel that
165 this one particular thing pertaining to a thousand or fifteen hundred feet, I didn't go around
166 measuring any place. It was an opportunity of getting twelve hundred square foot, where you can
167 hold a nice bible class, as well as service for 60 people plus three different offices and other
168 facilities.

CITY COUNCIL MEETING OF
October 18, 2006

COMBINED VERBATIM TRANSCRIPT – ITEM 62 AND ITEM 64

169 **MAYOR PRO TEM REESE**

170 Thank you. Mr. Christoff, I guess that's why I allowed you to come up here today, 'cause I
171 wanted to explain to you that I would hope that the applicant nor any of his people that work with
172 him have called and threatened you. A church – can go in make application anywhere. It's just
173 that if a church is there then this applicant can't go in there and put his business there. So this
174 really, the church has no effect on what we do here, one way or the other today. And I wanna –
175 make that – public clear, that you're more than welcome to go in there and put your church over
176 there, and God bless you for doing that. And anything I can do to help you over there at that
177 church, I'll be more willing to help you. I think it's – great. But again, though, it doesn't effect
178 the decision we make here today.

179

180 **CHRIS CHRISTOFF**

181 You're – right Mayor, but the, Acting Mayor. But the important thing is, I have never, and you
182 know, all my years have had any conflict or discussion if the agenda or in newspaper or anything,
183 my opinion about this one place – that's up here for a temporary liquor license. I've never given
184 my opinion, never said anything, and that to me, some, for some reason people twist words.
185 Newspapers, TV, they call this a sham. A lawyer calls it a sham. How dare they call the house
186 of God a sham, when they don't even go into it themselves?

187

188 **MAYOR PRO TEM REESE**

189 I – agree, so that's – clear, okay?

190

191 **CHRIS CHRISTOFF**

192 Thank you.

193

194 **MAYOR PRO TEM REESE**

195 Thank you very much.

**CITY COUNCIL MEETING OF
October 18, 2006**

COMBINED VERBATIM TRANSCRIPT – ITEM 62 AND ITEM 64

196 **CHRIS CHRISTOFF**

197 Anything else from anybody?

198

199 **MAYOR PRO TEM REESE**

200 Any other questions?

201

202 **STEVE WOLFSON**

203 Yes, Mayor Pro tem.

204

205 **MAYOR PRO TEM REESE**

206 Yes.

207

208 **STEVE WOLFSON**

209 Mr. Jerbic, as I understand it you said that Mr. Christoff or his church or plaintiff's in a law suit,

210 which is pending over in district court, and be denied at this point, have an answer from a judge

211 as to whether or not Mr. Christoff's law suit has merit. It is your opinion it has no merit but we

212 don't have an opinion from a district court judge, would that be a fair characterization?

213

) 214 **BRAD JERBIC**

215 I believe so. Mr. Henry's standing next to me. He's handling litigation and he can answer any

216 particulars about that case.

217

218 **STEVE WOLFSON**

219 Is that – a fair characterization of the status?

220

221 **WILLIAM HENRY**

222 That's correct.

**CITY COUNCIL MEETING OF
October 18, 2006**

COMBINED VERBATIM TRANSCRIPT – ITEM 62 AND ITEM 64

223 **MAYOR PRO-TEM REESE**

224 What – is the law suit?

225

226 **WILLIAM HENRY**

227 The law suit is a petition for Writ of Prohibition filed by Mr. Christoff against the Las Vegas City
228 Council to prevent you from issuing a temporary liquor license. It was filed, I believe, last week,
229 last Friday on a Order Shortening Time. The matter was set for hearing yesterday morning.
230 Right after I got the Order Shortening Time, I preempted the district judge. It went to another
231 district judge. It's reset for the 31st. I have points in authorities, I have talked to staff.

232 It is very clear to me, Councilman, my opinion, that a clean reading of Title 19 indicates that in
233 this instance, where you have the discontinuation of use of a non conforming use of a conforming
234 building that there is a 180 days to reissue or to issue a new liquor license and start pouring. But
235 perhaps more important than that, there is a kinda seminal case known as Cinnamon Hills,
236 handed down by the Nevada Supreme Court, I think 10 or 15 years ago, where they held that a
237 municipality is entitled to judicial deference of its interpretation of its own land use regulations,
238 and that will not be disturbed, absent a manifest abuse of discretion as part of the response to this
239 law suit that I will file, if it becomes necessary. I spoke with the Planning Director and I have her
240 affidavit, which is, which states it is the position of the government of the City of Las Vegas that
241 Title 19 provides for this Council issuing a temporary liquor license under this set of facts if you
242 wish.

243

244 **STEVE WOLFSON**

245 Your recommendation, Mayor Pro Tem, with your permission, then is to go forward with hearing
246 today's matter on its merits, notwithstanding the fact that there is a challenge to what we're doing
247 today, that is pending before a district court judge.

248

249 **WILLIAM HENRY**

250 It is Councilman.

**CITY COUNCIL MEETING OF
October 18, 2006**

COMBINED VERBATIM TRANSCRIPT – ITEM 62 AND ITEM 64

251 **STEVE WOLFSON**

252 Should the district court judge disagree with your opinion, and I know from looking at – your
253 reaction, that you – think that’s unlikely. What would we then do?

254

255 **WILLIAM HENRY**

256 It has happened in the past, from time to time judge. If the district judge disagreed with my
257 opinion, then it could be that if you took a decision to issue the license today, that that would be
258 declared void abinitio that is, as if you had never done it. And I – suppose I would have egg on
259 my face –

260

261 **MAYOR PRO TEM REESE**

262 Could –

263

264 **WILLIAM HENRY**

265 – and something to answer for .

266

267 **MAYOR PRO TEM REESE**

268 Question, can we take action on this item today, with the stipulation that nothing happens until
269 the – judge hears the case? Can – we get a decision?

270

271 **WILLIAM HENRY**

272 That's probably a better question put to Mr. Jerbic.

273

274 **BRAD JERBIC**

275 I think, and Mr. DiFiore you can correct me, if – the question is can we, can you vote as a
276 Council, let's say hypothetically, to approve a license, condition upon it becoming active only
277 after a favorable decision by district court? I suppose you can.

**CITY COUNCIL MEETING OF
October 18, 2006**

COMBINED VERBATIM TRANSCRIPT – ITEM 62 AND ITEM 64

278 **STEVE WOLFSON**

279 And you have a hearing, with your permission again, Mayor Pro Tem.

280

281 **MAYOR PRO TEM REESE**

282 Yes.

283

284 **STEVE WOLFSON**

285 On its merits on the 31st, Mr. Henry?

286

287 **WILLIAM HENRY**

288 Well, there's – a couple problems that come to mind with this notion. The first problem is if you
289 were to do this and they were to withdraw their petition, then a district judge could never rule on
290 it.

291

292 **STEVE WOLFSON**

293 Well, we can condition it subject to them doing that.

294

295 **WILLIAM HENRY**

296 Okay. The – second is they if – you – were to issue the license today it would – make their law
297 suit as filed moot because it is filed as a Writ of Prohibition. And so, the district judge would not
298 hear it on the 31st. They could, perhaps, go back in and re-file a petition for Certiorari or
299 Mandamus but –

300

301 **MAYOR PRO TEM REESE**

302 Whatever those words are.

303

304 **UNIDENTIFIED MALE SPEAKER**

305 Yeah, what that mean?

CITY COUNCIL MEETING OF
October 18, 2006

COMBINED VERBATIM TRANSCRIPT – ITEM 62 AND ITEM 64

306 **BRAD JERBIC**

307 If I can, I also just put on the record, and I think Mr. Christoff –

308

309 **MAYOR PRO TEM REESE**

310 What – did Mr. Henry mean by those words though? I – didn't understand what he said –

311

312 **STEVE WOLFSON**

313 They can challenge the decision.

314

315 **WILLIAM HENRY**

316 There are at – law what's known as three extraordinary writs; Prohibition, Mandamus and

317 Certiorari. Prohibition is just that, it's to prohibit doing something in the future. Mandamus is a

318 mandate from the court that's something that's been done was wrong, in excessive jurisdiction.

319 And Certiorari is the general writ of review when there is no other legal vehicle available to

320 petition the court for review.

321

322 **MAYOR PRO TEM REESE**

323 Do you feel comfortable with me going – forward with this item today?

324

325 **WILLIAM HENRY**

326 I do, Councilman.

327

328 **MAYOR PRO TEM REESE**

329 Okay, thank you. Any other questions? Thank you. Mr. Jerbic, continue then, I guess.

330

331 **BRAD JERBIC**

332 Those are my only comments. It might be useful to ask Mr. Caruso, though, too, if his client is

333 willing to take the risk of receiving a license knowing that there is a law suit out there, that while

334 we certainly can handicap it one way others handicap it another.

**CITY COUNCIL MEETING OF
October 18, 2006**

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335 **STEPHEN CARUSO**

336 Thank you. Good morning, Mayor Pro Tem and members of the City Council. I'm Steve
337 Caruso, the attorney for Nevada Receivership and I have on my side Michael Signorelli. Michael
338 is ready to go forward, Council members. We've taken a look at the facts and the City's analysis
339 of this case is very strong. Not only do we have the six month grace period for an existing use,
340 but I'm glad that they wanna open up a church in this location, and I'm sure it will be a benefit to
341 the neighborhood. But you have to keep in mind there is a pornographic bookstore across the
342 street. There's Cheetah's within a stones throw away, closer than the Crazy Horse. I think they
343 can serve their parishioners very well without any disturbance from this club. We've met with
344 Mr. Jerbic and Mr. Henry and also my client met on his own with Mr. DiFiore and his boss,
345 yesterday. He said, you know, you attorney's just make things more complicated. He insisted on
346 going on his own. He's very candid with them, and with that, we will submit ourselves to the
347 questions of the City Council.

348

349 **MAYOR PRO TEM REESE**

350 Mr. Jerbic.

351

352 **BRAD JERBIC**

353 Thank you. With that, I will turn the microphone over to Mr. DiFiore, who will give you a report
354 as to the character of the applicant.

355

356 **MAYOR PRO TEM REESE**

357 Mr. Christoff, I believe, you guys take a seat now. Thank you.

358

359 **JIM DiFIORE**

360 Mayor Pro Tem and members of the Council, as you know this request for a temporary license is
361 pretty common with the City Council agenda that we have before Financing and Business
362 Services. And, just to reiterate, the criteria for considering a temporary license is one that the
363 applicant is found preliminarily suitable for the license. And two, that the location is a consistent

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364 use for the activity. Mr. Signorelli is a previous, previously investigated licensee of a, of an
365 existing tavern license, at this point in time. So, he had met the burden of being preliminary
366 suitable.

367

368 **MAYOR PRO TEM REESE**

369 Mr. Jerbic, sorry. Mr. DiFiore, if I can interrupt real quick. Now, for those in the audience is
370 there any difference in the investigation for a steak house and a SOB?

371

372 **JIM DiFIORE**

373 No, this is actually a consideration for a license for the tavern, which is by Code a license that is
374 investigated. The Sexually Oriented Business is a, an adjunct to that type of business, but that
375 does not require a background investigation. It's for the tavern license that he is being
376 considered today for temporary license.

377 The other item I was going to talk about was that the use is consistent with the – zoning and the
378 compatibility in the neighborhood. And as we know, Crazy Horse Too, the previous owner of
379 that license has been in use or has been in operation for over 20 years. So, he does meet the
380 criteria for a temporary license today.

381 The other thing I would like to point out is, I did talk to the Sergeant in the Special Investigation
382 section about the length of time he estimates the investigation would take for a report to come
383 back to my office for us to consider to the City Council. And he said, at minimum four months
384 and probably closer to six months. Temporary licenses can be issued for a period of up to six
385 months, with, by Code an extension for a period of up to six months. So, Council today can
386 consider a temporary license for a period of time that they feel comfortable with, up to six
387 months. In my conversation with Mr. Signorelli yesterday, we talked about many things. I even
388 suggested to him that he may wanna discuss with the Council his business plan and his – how
389 he's gonna operate the business. So, if – there are no other – questions of me, maybe I'd defer to
390 Mr. Signorelli to be able to comment on those things.

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391 **MAYOR PRO TEM REESE**

392 Mr. Signorelli.

393

394 **MICHAEL SIGNORELLI**

395 Thank you very much Mayor. Michael Signorelli, 308 West Sahara in Las Vegas. I have spent
396 the last two weeks over to the Crazy Horse, even though it's closed, everyday evaluating the
397 business like I've done in the past for many other businesses. And have a real good feeling out of
398 the numbers, and how that business has been operated over the last several years. And I've been
399 working on putting some policy menus together and interviewing people to come in and assist
400 me immediately. So, I feel very comfortable going forth with what's there now, and probably
401 needing to do some new type of advertising, obviously, to bring some people back who are not
402 there now. But I've been in this town 40 years and operated a lot of large businesses, and actually
403 this is not one of my larger businesses I've operated, but I do feel comfortable going in there.
404 And would love to have the opportunity to go there and bring back all the employees, and – make
405 an investment in – that business.

406

407 **MAYOR PRO TEM REESE**

408 Do you have key – employee at this time?

) 409

410 **MICHAEL SIGNORELLI**

411 I've met with Mr. DiFiore yesterday to ask when I can ask, submit for, three names ready to
412 submit, and I'm ready to submit them today or tomorrow, and I've identified three people, but I
413 didn't know when I could submit based up, without a license I can't submit, obviously.

414

415 **MAYOR PRO TEM REESE**

416 Are – there any other questions? I have a couple I'd like to ask first, and I thought I'd see what
417 the Council wants to ask. I'll ask mine first. When did you first meet – Mr. Rizzolo?

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418 **MICHAEL SIGNORELLI**

419 Less than 30 days ago, and I was contacted by a businessman in town and asked if he could bring
420 him over to my restaurant. And he came over, and it was the day of the, I think the day of the, he
421 was heard. The day after this hearing wasn't it? I think, Mr. Caruso.

422

423 **STEPHEN CARUSO**

424 Was that the hearing where they originally revoked the –

425

426 **MICHAEL SIGNORELLI**

427 Right, that following day. Yes, at my restaurant, yes.

428

429 **MAYOR PRO TEM REESE**

430 Apparently you have done your due diligence on purchasing or – leasing this Crazy Horse. You
431 have any idea what the gross income is?

432

433 **MICHAEL SIGNORELLI**

434 Yes, I've seen the numbers that have been audited obviously by the government, and they seem
435 to be within industry standards and I feel comfortable with them. I'm gonna speculate they may
436 be off fifteen, twenty percent, just to be a safe businessman. I'm not gonna speculate the upside.
437 I'm gonna speculate the down side. Even with that, I feel very comfortable at that location.

438

439 **MAYOR PRO TEM REESE**

440 Approximately, what is the gross income?

441

442 **MICHAEL SIGNORELLI**

443 The gross in, income in there now?

444

445 **MAYOR PRO TEM REESE**

446 Approximately what is the gross income? What is the gross income?

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447 **MICHAEL SIGNORELLI**

448 Well it's certainly over, close to 15 million dollars probably, in that range, close – I'm – just
449 guessing maybe around 15 million dollars, according to what I'm seeing (inaudible), maybe. And
450 I'm not for sure. I mean, these are numbers that are reported to me. I still, again, those are raw
451 numbers, and you're asking about a private business and I'm being very forward here.

452

453 **MAYOR PRO TEM REESE**

454 That's – fine.

455

456 **MICHAEL SIGNORELLI**

457 You know.

458

459 **MAYOR PRO TEM REESE**

460 What do you believe will be the gross expenses, with the four hundred thousand dollars a month
461 lease?

462

463 **MICHAEL SIGNORELLI**

464 The gross expenses?

465

466 **MAYOR PRO TEM REESE**

467 With the four hundred month, with the four hundred thousand dollar a month lease?

468

469 **MICHAEL SIGNORELLI**

470 Will probably – be close to 12 million dollars, 11, 12 million dollars.

471

472 **MAYOR PRO TEM REESE**

473 A year?

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474 **MICHAEL SIGNORELLI**

475 Yes.

476

477 **MAYOR PRO TEM REESE**

478 Will any of your employees, will you employ any employees formally worked for Mr. Rizzolo
479 and his company?

480

481 **MICHAEL SIGNORELLI**

482 No, I will not. I believe in a clean slate when I start a business. I think, I believe man needs to
483 bring their own people, Sir, Mayor, Council.

484

485 **MAYOR PRO TEM REESE**

486 Are there any other questions of the Council members?

487

488 **COUNCILWOMAN TARKANIAN**

489 Mayor Pro Tem.

490

491 **MAYOR PRO TEM REESE**

492 Absolutely, yes Ma'am.

493

494 **COUNCILWOMAN TARKANIAN**

495 From what the figures you've asked him, then if it's 15 million taken in and 12 million expenses,
496 that's 13 million with that be profit? And if so –

497

498 **MICHAEL SIGNORELLI**

499 It'll be close to three million, closer to three.

500

501 **COUNCILWOMAN TARKANIAN**

502 Three million –

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503 **MICHAEL SIGNORELLI**

504 Profit, before taxes.

505

506 **COUNCILWOMAN TARKANIAN**

507 Before taxes, it will be three million, which would explain why you could afford to pay the four
508 hundred thousand dollars a month fee?

509

510 **MICHAEL SIGNORELLI**

511 Yes.

512

513 **COUNNCILWOMAN TARKANIAN**

514 Thank you.

515

516 **MAYOR PRO TEM REESE**

517 Any other questions? Yes.

518

519 **COUNCILMAN BROWN**

520 Mr. DiFiore, just a point of ordinance, the reference to a temporary, six-month and then Metro's
521 investigation four to six months. Remind us the scenario, if in fact, the Metro report is not
522 complete within the temporary approval for six months, do they have, by our ordinance, the
523 ability to come back and extend that until the report's complete?

524

525 **JIM DiFIORE**

526 Yes we do. We have, by Code, an allowability of one extension up to six months. I might add
527 too, that if the report is granted at anytime during that six-month period then by Code, I shall
528 bring the application back to the City Council. So, it could be less time than six months.

529

530 **MAYOR PRO TEM REESE**

531 Mr. DiFiore, on this matter, what conditions would you put in place if it was to approve it today?

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532 **JIM DiFIORE**

533 I have four conditions that I'd like to read into the record and – give it to the City Clerk for
534 documentation. The conditions would – be as such: Number one, that no person who is
535 associated as a defendant, including Frederick Rizzolo, in U.S. District Court Cases, and I'll read
536 them off. Two colon zero six dash CR dash one eight six dash PMP dash PAL comma two colon
537 zero six dash CR dash one eight eight dash PNP dash PAL comma CR dash S dash zero five
538 dash zero zero seven dash KJD parenthesis LRL end of parenthesis, shall be permitted on the
539 premises of the business. The defendants, including Frederick Rizzolo, are further prohibited
540 from operating, controlling or participating in any way with the operation of the business. That
541 would be condition one.

542

543 **MAYOR PRO TEM REESE**

544 Okay.

545

546 **BRAD JERBIC**

547 If I could, Mr. DiFiore –

548

549 **MAYOR PRO TEM REESE**

550 I'm sorry.

551

552 **BRAD JERBIC**

553 I know. Sometimes the voices come out of nowhere. The, I think it might have been an error
554 made on the last case number which was CRS 0500 one seven KDJ, KJD LRL. If there are any
555 errors in the spoken word versus the written word, I think Mr. DiFiore's gonna file the written
556 conditions with the Clerk and they will control for purposes of the conditions of this license.

557

558 **STEPHEN CARUSO**

559 And we will stipulate to the inclusion of the three federal court cases that are impact, that'll
560 impact this –

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561 **BRAD JERBIC**

562 I'm sorry, Mr. DiFiore.

563

564 **MAYOR PRO TEM REESE**

565 Thank you. Condition two.

566

567 **JIM DiFIORE**

568 Condition number two would be: No person associated with the ownership of the Power
569 Company, Inc. nor its management, including Annette Rizzolo Patterson, the bookkeeper,
570 Frederick Rizzolo, or Bartholomew Rizzolo shall be permitted on the premise, premises of the
571 business. Further, Frederick Rizzolo and Bartholomew Rizzolo are further prohibited from
572 operating, controlling or participating in any way with the operation of the business. That would
573 be Condition Number Two.

574

575 **MAYOR PRO TEM REESE**

576 Okay. Condition Number Three.

577

578 **JIM DiFIORE**

579 Condition Number Three is the photographs and names of the prohibited persons in Special
580 Condition Number One shall be made available to all individuals responsible for the operation of
581 the business, in order that the business complies with Special Condition Number One. That
582 would be Condition Number Three.

583 And the fourth condition is: Any violation of these conditions or special conditions or any
584 violation of any local, state or federal law shall allow the Business Services Director or Manager
585 to administratively suspend the liquor license. Applicant understands that he has a right to
586 appeal the suspension at the next regularly scheduled City Council meeting, subject to the Open
587 Meeting Law.

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588 **MAYOR PRO TEM REESE**

589 Thank you.

590

591 **BRAD JERBIC**

592 If I, Mayor Pro Tem, we, I just have a couple of additions. We – made some changes to this at
593 the last minute this morning. And, as Mr. DiFiore was reading Condition Number Three, it
594 required, that's the one regarding the photographs and the names of prohibited persons be posted
595 in – the business, that should be with respect to Special Condition Number One and Two since
596 we added more names in Number Two. And in Number Two, there should also be an addition to
597 the second sentence, and I'll provide it in writing to the Clerk at the end of this, that, it says right
598 now, further, Frederick Rizzolo and Bartholomew Rizzolo, are further prohibited from operating,
599 controlling or participating in any way in the operation of the business, it should also include
600 Annette Rizzolo Patterson in that list of people, prohibited from operating, controlling or
601 participating in any way in the operation of the business. And I will provide those changes to the
602 Clerk and to Mr. DiFiore.

603

604 **MAYOR PRO TEM REESE**

605 You've heard those conditions. If you are approved, do you agree to those conditions?

606

607 **STEPHEN CARUSO**

608 My client does, Councilman. But we'd just like a little bit of clarification. We were just told this
609 morning about the exclusion of Annette Rizzolo and Bartholomew. It looks like Bartholomew
610 Rizzolo coordinates with the liquor distributors. He was gonna be the one to do the walk around
611 today, when and if the seals are taken off the coolers. And Annette Rizzolo is the bookkeeper.
612 My client just wants to throw this out there because he – wants to be compliant with the Council.
613 But would there be any way for perhaps, say, seven to ten day transition period for those
614 employees only. Because when – my client got up here and said he's gonna get up here and he's
615 gonna clean house. This – was meant to capitulate to the City's desire to get these – folks off the
616 property.

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617 **BRAD JERBIC**

618 May I – ask a question, Mr. Caruso. Are they necessary to the, does, do you plan to not pour
619 liquor during this period of time that they're gonna be in the business, assisting in this transition?
620

621 **STEPHEN CARUSO**

622 Well, I mean, that's the thing. I mean, in order to open up this new business and if the Council
623 wants them out, it's done today. But the idea is to open the doors as soon as possible. With
624 every day that passes that the doors are shut, we're worried that the business becomes devalued
625 and loses customers and potential employees. So, if the Council wants them out, that's the ruling.
626 We were just hoping for a seven to ten transition period. We, Mike's gonna get a, an outside
627 accounting firm in there right away, anyway. But it was something that he didn't know he'd have
628 to do today when he, you know. I mean, the intent was to open the doors.

629

630 **MAYOR PRO TEM REESE**

631 Mr. DiFiore, please.

632

633 **JIM DIFIORE**

634 I certainly can understand in – the business industry the transition from one operator to another. I
635 – certainly can understand that the accounting of the business in – that transition certainly is –
636 something of, a very key importance to them. I have had no problem in the history of this, with
637 Mr. Bartholomew Rizzolo, and I've had no problem with Annette Rizzolo. If the Council wishes
638 to give them a sort of transition grace period of time, I don't have a concern with that.

639

640 **MAYOR PRO TEM REESE**

641 One week.

642

643 **JIM DiFIORE**

644 I don't have a concern with that.

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645 **MICHAEL SIGNORELLI**

646 That'd be –

647

648 **STEPHEN CARUSO**

649 That'd be very generous, Councilman.

650

651 **MAYOR PRO TEM REESE**

652 Thank you. Are there any other questions or comments before the motion, please?

653

654 **COUNCILMAN WOLFSON**

655 Yes, sir.

656

657 **MAYOR PRO TEM REESE**

658 Sir.

659

660 **COUNCILMAN WOLFSON**

661 Thank you, Mayor Pro Tem. Mr. Signorelli, did I pronounce your name right?

662

663 **MICHAEL SIGNORELLI**

664 Yes. Yes. You did. (inaudible)

665

666 **COUNCILMAN WOLFSON**

667 Is the "g" hard or soft?

668

669 **STEPHEN CARUSO**

670 Hard.

671

672 **COUNCILMAN WOLFSON**

673 'Cause I've heard it both ways in the last few days.

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674 **MICHAEL SIGNORELLI**

675 Either way is fine.

676

677 **COUNCILMAN WOLFSON**

678 We don't care.

679

680 **STEPHEN CARUSO**

681 If that's –

682

683 **MICHAEL SIGNORELLI**

684 I don't care, Mr. Wolfson.

685

686 **COUNCILMAN WOLFSON**

687 Okay. Thank you. Mr. Signorelli, you stated that you would not employ any of the prior
688 employees of the, quote, Crazy Horse Too. I know from experience a lot of the dancers are not
689 technically employees. They're independent contractors and there's various ways for wage
690 purposes, tax purposes, et cetera, to call an employee something else. So, when you say you're
691 not going to employ any of the former employees, does that include any of the dancers?

692

693 **MAYOR PRO TEM REESE**

694 No.

695

696 **MICHAEL SIGNORELLI**

697 That's a terrific question that I didn't think about 'til this second, first of all.

698

699 **MAYOR PRO TEM REESE**

700 Well, as far as I'm concerned, maybe I can answer the question. My concern, Councilman, is
701 more so the 16 people that had guilty plea felonies –

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702 **MICHAEL SIGNORELLI**

703 That's what I was thinking about –

704

705 **MAYOR PRO TEM REESE**

706 – rather than – the other employees. I think when we talk about all employees, I – don't want to
707 categorize, in my mind, I was looking at those 16 employees rather than the girls dancers or
708 whoever.

709

710 **COUNCILMAN WOLFSON**

711 And I certainly share your feeling, Mayor Pro Tem, but my lawyer hat kinda clicked on when you
712 said employees and the distinguishing thing with independent contractors.

713

714 **MICHAEL SIGNORELLI**

715 It'd be specific to those, Councilman Wolfson, it'd be specific to those people that the City
716 requested. We could never track thousands of people as independent contractors.

717

718 **STEPHEN CARUSO**

719 And –

720

721 **MAYOR PRO TEM REESE**

722 Brad, do you wanna help us out?

723

724 **STEPHEN CARUSO**

725 If any –

726

727 **MAYOR PRO TEM REESE**

728 Brad, you wanna just help out. Just help us – out on this, please.

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729 **BRAD JERBIC**

730 I wanna say I'm really glad you brought that up 'cause we need to be absolutely clear on this point
731 as to who we're talking about. When we were looking at special conditions on the business, you
732 have a range from not disturbing the management structure at all, including people who've pled
733 guilty to felonies, all the way to the other extreme of nobody who worked there before, right
734 down to a busboy, would be able to work there in the future. I think that staff's recommendation
735 was certainly that all the people who connected with the felonies in federal court, and I believe
736 there were 15 or 16 defendants, including Mr. Rizzolo, would be completely out, not allowed on
737 the premises or involved in any way in the operation or management of the business. We felt
738 that there were two more individuals because of their close familial relation to Mr. Rizzolo, who
739 weren't involved in any crimes, that would be his father and his sister, who we've listed, would
740 also fall onto that same category, that they wouldn't be on the premises or allowed in the
741 operation of the business, except as you have agreed today to the seven day grace period, if this
742 license is granted.

743 We had not looked to go deeper than that in the establishment, to prohibit Mr. Signorelli from
744 employing dancers or other low-key individual or low management individuals that were
745 uninvolved with the federal crimes. If you want to go deeper, that's up to you, but that was not
746 what we – the way we structured the special conditions.

747

748 **COUNCILMAN WOLFSON**

749 I'd like to hear from Mr. Signorelli. And Mr. Jerbic, I think you brought up a great point.
750 There's extremes this way and extremes this way. And you made the blanket statement, I don't
751 plan to employ any of the former employees, that includes some of the lower management or
752 others that wouldn't necessarily be prohibited. But when you say no employees, that was my
753 concern.

754

755 **MICHAEL SIGNORELLI**

756 Well, that was –

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757 **STEPHEN CARUSO**

758 I'm sorry. Councilman Wolfson, that's what I meant to correct earlier when I got up. I said –
759 what Mr. Signorelli meant was that people that are prohibited by the City from coming in. Of
760 course, Mike's going go in there and re-evaluate who needs to stay, who needs to go. But, I want
761 to point out, I think there's around a hundred and fifty-two permanent employees that – the –
762 permanent employees.

763

764 **COUNCILMAN WOLFSON**

765 (inaudible) that's why I brought up the subject, Mr. Caruso.

766

767 **STEPHEN CARUSO**

768 Yes, so, and that, and I'm sorry, it's my fault I didn't clarify what he said –

769

770 **COUNCILMAN WOLFSON**

771 Sure.

772

773 **STEPHEN CARUSO**

774 – going on.

775

776 **COUNCILMAN WOLFSON**

777 Another couple of comments. Is, the purchase price, Mr. Signorelli, is 45 million dollars?

778

779 **MICHAEL SIGNORELLI**

780 Yes.

781

782 **STEPHEN CARUSO**

783 Correct.

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784 **COUNCILMAN WOLFSON**

785 May I ask you how you arrived at that number?

786

787 **MICHAEL SIGNORELLI**

788 It was an appraisal conducted, provided for the government by – a bank in California, and the
789 appraisal price was actually above that price. So –

790

791 **COUNCILMAN WOLFSON**

792 When was that – appraisal done?

793

794 **MICHAEL SIGNORELLI**

795 I think it was, I don't know the date –

796

797 **BRAD JERBIC**

798 August or June. August – or July.

799

800 **STEPHEN CARUSO**

801 August or July, Councilman.

802

803 **MICHAEL SIGNORELLI**

804 Yes. And that's how he based it on –

805

806 **COUNCILMAN WOLFSON**

807 A written appraisal?

808

809 **MICHAEL SIGNORELLI**

810 Yes, sir.

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811 **STEPHEN CARUSO**

812 Yes.

813

814 **MICHAEL SIGNORELLI**

815 Yes, sir. We have a copy.

816

817 **COUNCILMAN WOLFSON**

818 You have that written appraisal in your possession?

819

820 **MICHAEL SIGNORELLI**

821 Yes. Happy to provide it to you. Yes.

822

823 **COUNCILMAN WOLFSON**

824 So what you're telling us is that the appraisal was done and it came in at a higher price than 45
825 million dollars.

826

827 **MICHAEL SIGNORELLI**

828 Yes.

829

830 **COUNCILMAN WOLFSON**

831 But between you and the seller, you negotiated to that number.

832

833 **MICHAEL SIGNORELLI**

834 Right.

835

836 **COUNCILMAN WOLFSON**

837 Okay. This is a one-year sub-lease.

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838 **MICHAEL SIGNORELLI**

839 Right.

840

841 **COUNCILMAN WOLFSON**

842 Which allows the business to open, and I wanna know specifically, because I was briefed on this
843 yesterday –

844

845 **MICHAEL SIGNORELLI**

846 Yeah.

847

848 **COUNCILMAN WOLFSON**

849 – but I was out of town for a couple weeks so –

850

851 **MICHAEL SIGNORELLI**

852 I understand.

853

854 **COUNCILMAN WOLFSON**

855 I'm kinda – playing catch-up.

856

857 **MICHAEL SIGNORELLI**

858 That's fine.

859

860 **COUNCILMAN WOLFSON**

861 What monies will you be paying out during this time of the sub-lease which is up to one year?

862 You'll be paying 400,000 dollars a month to the –

863

864 **MICHAEL SIGNORELLI**

865 One time –

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866 **COUNCILMAN WOLFSON**

867 – to the landlord.

868

869 **MICHAEL SIGNORELLI**

870 That's it.

871

872 **COUNCILMAN WOLFSON**

873 Well, that's 400 per month, each and every month –

874

875 **MICHAEL SIGNORELLI**

876 Correct.

877

878 **COUNCILMAN WOLFSON**

879 – of the sub-lease.

880

881 **MICHAEL SIGNORELLI**

882 Right.

883

884 **COUNCILMAN WOLFSON**

885 What other monies will you be paying out, if any?

886

887 **MICHAEL SIGNORELLI**

888 Well, they'll –

889

890 **STEPHEN CARUSO**

891 Everything.

892

893 **MICHAEL SIGNORELLI**

894 You know, anything that's –

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895 **COUNCILMAN WOLFSON**

896 The operation of the business, obviously.

897

898 **STEPHEN CARUSO**

899 And that's it.

900

901 **MICHAEL SIGNORELLI**

902 Yes.

903

904 **COUNCILMAN WOLFSON**

905 Now, do you have the first right, an exclusive right, to purchase this business?

906

907 **MICHAEL SIGNORELLI**

908 Yes, and I've already proceeded with banks to do that, yes.

909

910 **COUNCILMAN WOLFSON**

911 Okay. So you've already, you're seeking financing.

912

913 **MICHAEL SIGNORELLI**

914 Yes, I've arranged that just about now. I'm just waiting for licensing. The – trigger date will

915 pretty much –

916

917 **COUNCILMAN WOLFSON**

918 I understand that – you've already –

919

920 **MICHAEL SIGNORELLI**

921 Oh, yes.

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922 **COUNCILMAN WOLFSON**

923 – proceeded, in the event –

924

925 **MICHAEL SIGNORELLI**

926 Yes.

927

928 **COUNCILMAN WOLFSON**

929 – that we license you –

930

931 **MICHAEL SIGNORELLI**

932 Absolute –

933

934 **COUNCILMAN WOLFSON**

935 – towards financing.

936

937 **MICHAEL SIGNORELLI**

938 Absolutely.

939

940 **COUNCILMAN WOLFSON**

941 Now, so then, no other potential buyers would be allowed to step into your shoes during this sub-
942 lease.

943

944 **STEPHEN CARUSO**

945 No. That's not true. Councilman, we got the purchase agreement and the purchase agreement
946 has the option in there. There's a – I think the option goes stale, I wanna say – in six months.

947

948 **COUNCILMAN WOLFSON**

949 Well, explain that to me.

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950 **STEPHEN CARUSO**

951 Well, he's gotta buy it – or not within six months. At that point, he gets the first right of refusal.
952 So, the idea was to come in, get this temporary liquor license and then as quickly as we can, and
953 offering as much cooperation with the City as we can, get the permanent license, get the
954 financing and get this thing done.

955

956 **COUNCILMAN WOLFSON**

957 Okay. You said six months, though. There's a six month escrow or three month escrow?

958

959 **STEPHEN CARUSO**

960 Well, we, the – right, the purchase option is good for six months.

961

962 **COUNCILMAN WOLFSON**

963 Okay. If we – grant your request today –

964

965 **STEPHEN CARUSO**

966 Yes.

967

968 **COUNCILMAN WOLFSON**

969 – and you get the tavern license –

970

971 **STEPHEN CARUSO**

972 Yes.

973

974 **COUNCILMAN WOLFSON**

975 – and you open up the business, you've got six months to close the purchase on the – business.

976

977 **STEPHEN CARUSO**

978 That's correct. Right.

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979 **COUNCILMAN WOLFSON**

980 Now what happens if in six months, you don't close on the purchase, you don't buy the property?

981

982 **STEPHEN CARUSO**

983 Well –

984

985 **COUNCILMAN WOLFSON**

986 You've got a one year sub-lease.

987

988 **STEPHEN CARUSO**

989 We think that there's – room for, to extend that date. And – we're concerned by the four to six-
990 month window to get the permanent license. As the Council is probably aware, it, it's impossible
991 to get financing based on a temporary license 'cause you – really don't have the asset that you're
992 trying to finance. But as soon as – my client gets that permanent license, he can fund this deal
993 within 30 to 45 days. Matter of fact, one of the banks that, the banker that has offered to fund
994 this deal, worked on the furniture mart, offered the financing for the furniture mart.

995

996 **COUNCILMAN WOLFSON**

997 Okay. So –

998

999 **MICHAEL SIGNORELLI**

1000 But we –

1001

1002 **STEPHEN CARUSO**

1003 We have the funding, we have a letter of interest from the bank, that I, I don't know if we gave it
1004 to the City or not.

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1005 **COUNCILMAN WOLFSON**

1006 We were told, though, by Mr. DiFiore, the final review, the final background check may take
1007 another four to six months, is that right?

1008

1009 **JIM DiFIORE**

1010 The application was referred to Metro at the end of September, that is the timeframe that it starts
1011 (inaudible) –

1012

1013 **COUNCILMAN WOLFSON**

1014 So – we're two or three weeks into a four to six-month period before you can get the final report
1015 which would then be provided to us to consider giving a permanent license.

1016

1017 **JIM DiFIORE**

1018 That is correct. So what –

1019

1020 **COUNCILMAN WOLFSON**

1021 My question is if that doesn't come in for six months, who knows what'll happen. You've only
1022 got this escrow for, or this ability to buy the business for six months.

1023

1024 **STEPHEN CARUSO**

1025 Well, I can't predict what the seller's gonna do, Councilman, but I think that by that point there'll
1026 be other considerations that may allow for an extension of time on our client's part. Remember
1027 that Mr. Rizzolo has to sell that place by next June.

1028

1029 **COUNCILMAN WOLFSON**

1030 Well, but there's some contingencies on that too. I guess here's my concern. Do these
1031 documents, where's Mr. Jerbic? There you are. Do these documents prevent anybody else from
1032 coming in and purchasing this business without City Council knowledge?

1033

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1033 **BRAD JERBIC**

1034 If anybody were to come and purchase this business without your knowledge, I suppose they
1035 could back out of their deal, they could have a mutual agreement to back out of their deal. That's
1036 not the way it's structured right now.

1037

1038 **STEPHEN CARUSO**

1039 It's a good deal.

1040

1041 **BRAD JERBIC**

1042 Somebody else could come in and they could make an offer with Mr. Rizzolo. They would still,
1043 ultimately, have to get a liquor license and appear before this Council. And that's how you would
1044 find out.

1045

1046 **COUNCILMAN WOLFSON**

1047 So, if somebody else wanted to come in and buy, because for whatever reason Mr. Signorelli
1048 changes his mind –

1049

1050 **BRAD JERBIC**

1051 Uh-huh.

1052 **COUNCILMAN WOLFSON**

1053 – they still have to come in and get their own liquor license which is City Council approval
1054 before they could take over the operation of the business.

1055

1056 **BRAD JERBIC**

1057 That's correct. Mr. Signorelli would only have a temporary. You can't transfer a temporary.
1058 Somebody would have to come in for a new license under the same conditions that Mr. Signorelli
1059 is here today.

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1060 **COUNCILMAN WOLFSON**

1061 And my final question. Mr. DiFiore, you're recommending that this Council approve this
1062 temporary liquor license, are you not?

1063

1064 **JIM DIFIORE**

1065 Yes, with the conditions that I read into the record.

1066

1067 **COUNCILMAN WOLFSON**

1068 Mr. Jerbic, you – join in that recommendation?

1069

1070 **BRAD JERBIC**

1071 We don't ever make recommendations and I don't wanna dodge your question. But I can tell you
1072 that, on behalf of legal, our job is to make sure that the documents reflected what was being
1073 represented, that is, that there is a divorce between the old management and those connected with
1074 the federal felony pleas and the new operation of this business. I've met with Mr. Signorelli and
1075 his attorney. I think that they understand very well the consequences if, both, you know, against
1076 their temporary license and ability to get a permanent license should there be any involvement by
1077 those individuals. These documents, I think, have been reviewed enough that gives us enough
1078 confidence to believe they're not gonna be involved.

1079

1080 **COUNCILMAN WOLFSON**

1081 Thank you. And I – forgot, Mayor Pro Tem, and I apologize. I do have one more issue I'd like to
1082 discuss. It's paragraph number 23 of the operating sub-lease and that says: Pursuant to the
1083 restriction set forth in Article 35 the landlord, and that's Mr. Rizzolo, may designate an agent or
1084 agents to enter into and upon the demised premises at all reasonable times for the purpose of
1085 inspecting the same or for the purpose of maintaining the building in which said premises are
1086 situated, etcetera, etcetera. I have a little bit of a concern because this would allow Mr. Rizzolo to
1087 designate somebody to go onto the premises without oversight. Could we – change that to some
1088 sort of language, subject to the approval of Mr. Jim DiFiore or business license person?

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1089 **BRAD JERBIC**

1090 It, this is not a contract between the City and Mr. Rizzolo. It is a contract between Mr. Signorelli
1091 and Mr. Rizzolo. In the past when we've asked Mr. Signorelli to get things out of this lease that
1092 were bothersome to the City, they've been very accommodating. And – we haven't had any
1093 issues there. If Mr. Caruso can negotiate that, we can certainly put that in. I will tell you that I –
1094 negotiated that portion of the lease myself, not considering the – additional security that you may
1095 wish to have by Mr. DiFiore look at it. As you know, most landlords during the course of a lease
1096 will want to make sure that bad things aren't happening to their building. If you leased a house to
1097 tenants, you'd want the right to enter every now and then, just to make sure they haven't
1098 destroyed the place. And –

1099

1100 **COUNCILMAN WOLFSON**

1101 With all due respect to Mr. Rizzolo, he doesn't come under the category of most men.

1102

1103 **BRAD JERBIC**

1104 Right. We completely agree

1105

1106 **COUNCILMAN WOLFSON**

1107 He has – some special features.

1108

1109 **BRAD JERBIC**

1110 We completely agree. Now, the agent he can designate cannot be any of the people that pled
1111 guilty to the felonies or those two family members that are also listed in the special condition.
1112 And if you'd also like to have notification to Mr. DiFiore and approval of that agent prior to the
1113 agent inspecting the premises, I'll turn it over to Mr. Caruso to tell you if he thinks that can be a
1114 condition.

1115

1116 **COUNCILMAN WOLFSON**

1117 Mr. Caruso –

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1118 **STEPHEN CARUSO**

1119 Okay.

1120

1121 **COUNCILMAN WOLFSON**

1122 – I'm only one vote, but that would be my request as one City Councilperson.

1123

1124 **STEPHEN CARUSO**

1125 We – I, well, I hope that they would sign any changes that the Council insists upon and we'll get

1126 them done. But I will tell you, if you refer to paragraph 35, those are the specific, those are the

1127 exclusions of the – people that are not allowed on the premises. So, this reasonable right of entry

1128 on the property is contingent upon, number one, it can't be any of the people that we know we're

1129 not gonna let on the property. We don't want 'em on the property, they're not gonna be there.

1130 But number two, it's a reasonable right of inspection. It's not like he can send, I mean, an owner

1131 has the right to inspect his property, in this case, he can't come in there himself, so he can

1132 designate some agent who doesn't violate any of the other provisions that they've already agreed

1133 to. But it has to be reasonable too. They can't just be sending people in for no reason, poking

1134 about the private areas in this business. If they've got a reason to be there and they suspect

1135 there's some damage or some construction needs that need to be addressed or for some

1136 reasonable right of inspection, they're gonna have to call and they're gonna have to ask

1137 permission to come in. This is a reasonable right of inspection. It's due to any landowner. But

1138 in this case, we've taken care of it and anybody who's not supposed to be on that property is not

1139 coming on.

1140

1141 **COUNCILMAN WOLFSON**

1142 I understand that. I'm just voicing my opinion to my colleagues. My request –

1143

1144 **STEPHEN CARUSO**

1145 We'll be glad, we'll get that done.

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1146 **COUNCILMAN WOLFSON**

1147 Excuse me, Mr. Caruso.

1148

1149 **STEPHEN CARUSO**

1150 I'm sorry.

1151

1152 **COUNCILMAN WOLFSON**

1153 My request would be that this operating sub-lease, as part of our condition, should this Council
1154 vote for approval, be amended, subject to Mr. Rizzolo agreeing. And, obviously that would be
1155 part and parcel to an agreement, to reflect that anybody, any agent or agent be subject to Mr.
1156 DiFiore's approval.

1157

1158 **BRAD JERBIC**

1159 Mr., Councilman, we could also add this as a condition, unilaterally, without Mr. Rizzolo's
1160 permission. We could craft an additional condition –

1161

1162 **STEPHEN CARUSO**

1163 That was my suggestion.

1164

1165 **BRAD JERBIC**

1166 – that would – require, in addition to Mr. Caruso using his best efforts to get that in the lease, that
1167 a condition would be that any agent designated by Mr. Rizzolo to inspect the premises under
1168 Section 23 of the sub-lease would be identified to Mr. DiFiore, and whenever that person is on
1169 premises, Mr. DiFiore would have an opportunity to be there with them. And with respect to
1170 rejecting them, I don't know exactly how we could do that. But I – think that certainly
1171 identification of that individual –

1172

1173 **MAYOR PRO TEM REESE**

1174 Mr. DiFiore – would be in with the person.

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1175 **COUNCILMAN WOLFSON**

1176 I don't necessarily –

1177

1178 **BRAD JERBIC**

1179 – and prior notification of when they'll be on premises should be part of the condition.

1180

1181 **COUNCILMAN WOLFSON**

1182 I appreciate what you're saying and you're taking us to where I'd like to go. I don't necessarily
1183 think Mr. DiFiore has to be present.

1184

1185 **BRAD JERBIC**

1186 Okay.

1187

1188 **COUNCILMAN WOLFSON**

1189 But just knowledge of who it is and give Mr. DiFiore, you know, an opportunity to say yea or
1190 nay, based upon who his person is. You have the ability to run a quick check on people and
1191 make a determination that they're the appropriate person to go on this premises, because it is the
1192 selection by Mr. Rizzolo. And once again, with due respect to Mr. Rizzolo, I think it's
1193 appropriate under these circumstances.

1194

1195 **STEPHEN CARUSO**

1196 And we could also include a notification of when the – proposed inspection is suppose to take
1197 place, as well, to give Mr. DiFiore the option, if he would like to come down –

1198

1199 **COUNCILMAN WOLFSON**

1200 Very good.

1201

1202 **STEPHEN CARUSO**

1203 – or send someone down.

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1204 **COUNCILMAN WOLFSON**

1205 Thank you. Good.

1206

1207 **MAYOR PRO TEM REESE**

1208 Can you craft that condition?

1209

1210 **BRAD JERBIC**

1211 I will do that. And if there is a motion made that should be to approve the temporary license, for

1212 whatever period you are going to pick, including the special conditions as amended by me earlier

1213 and including an additional special condition reflecting Councilman Wolfson's concerns
1214 regarding the agent.

1215

1216 **MAYOR PRO TEM REESE**

1217 Thank you. Any other comments? Councilman Ross.

1218

1219 **COUNCILMAN ROSS**

1220 Thank you, Your Honor. We can condition the heck out of this. We can bird dog Mr. Signorelli

1221 to make sure he's paying attention to what's going on with his business. I, for one, am very hard-

1222 pressed to support any types of these businesses. I don't see where it fits into strengthening our

1223 families or promoting our quality of life in this City. However, I cannot force my own personal

1224 beliefs on this City nor would I. In the big picture, we are representing this entire City and I need

1225 to be mindful of that as – I deal with this issue, 'cause it's been on my mind quite heavily. These

1226 businesses are legal in this City and if the legality in that and they're true to their word, then we

1227 should not have any problems. I would warn you, Mr. Signorelli, however, that this is the City's

1228 golden license and that you are mindful of the past discretions that have taken place at this

1229 business and I would feel better if you would make comment to the fact you will watch this. You

1230 will make sure that nothing like this ever happens at that business location again that has

1231 transpired in the past under the man, previous management. Thank you.

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1232 **MICHAEL SIGNORELLI**

1233 I wanna respond to that. I, you have my word, here publicly. And I think I – know I've been, I
1234 try at least, to have been a good citizen of this community, which I'm very proud of, the last 40
1235 years, and I will strive to do my very, very best. And I give my word to each and every one of
1236 you.

1237

1238 **MAYOR PRO TEM REESE**

1239 Thank you. Any other comments? Councilman Brown. Council, Councilwoman.

1240

1241 **COUNCILWOMAN TARKANIAN**

1242 I was just going to say, then your motion will probably include what Councilman Wolfson
1243 suggested.

1244

1245 **MAYOR PRO TEM REESE**

1246 Absolutely.

1247

1248 **COUNCILWOMAN TARKANIAN**

1249 Okay.

1250

1251 **MAYOR PRO TEM REESE**

1252 Councilman Brown.

1253

1254 **COUNCILMAN BROWN**

1255 Mayor Pro Tem. Mr. Jerbic, just a hypothetical. You mentioned that per the federal agreement
1256 the U.S. Attorney's Office has to approve of a sale.

1257

1258 **BRAD JERBIC**

1259 That's correct. They have – some oversight over the purchase and sale of the business –

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1260 **COUNCILMAN BROWN**

1261 We have –

1262

1263 **BRAD JERBIC**

1264 – which needs to occur, as Mr. Caruso said, by June of next year.

1265

1266 **COUNCILMAN BROWN**

1267 And as we make this public record, what happens if the, not saying it will, not saying it won't,

1268 what happens if the federal government intervenes and has some objection or delays the sale of
1269 the property? How does that impact our licensing decision today?

1270

1271 **BRAD JERBIC**

1272 It – depends on what they allow it to continue to exist. If they were to simply say that the sale as
1273 structure needs to be restructured to meet some condition, I would that imagine there would be a
1274 renegotiation of the sub-lease between Mr. Caruso and Mr. Rizzolo's attorney to extend that
1275 period of time, if it were a fixable problem.

1276 If it were an unfixable problem, it seems to me that that would be the end of the negotiations
1277 between Mr. Rizzolo and Mr. Signorelli and that would be the end of the license at that business
1278 since he wouldn't have the business any more.

1279

1280 **COUNCILMAN BROWN**

1281 Thank you. Thank you, Mayor Pro Tem.

1282

1283 **MAYOR PRO TEM REESE**

1284 Thank you. Any other comments? I wanna thank everyone for their due diligence on this item. I
1285 wanna thank those, for the comments from my fellow Council members today. I think it's
1286 important that we – try to do what is right. **I would make a motion to allow this license,**
1287 **temporary license for three months, with a three month review, with those conditions**
1288 **stated and agreed to and those conditions as amended.**

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1289 And again, I want to reiterate what Councilman Ross so eloquently, I think, all of us feel the
1290 same way and I want that on the record also. And with that, are there any questions on the
1291 motion? Please cast your vote.

1292

1293 **COUNCILMAN BROWN**

1294 Mayor Pro Tem –

1295

1296 **MAYOR PRO TEM REESE**

1297 Yes.

1298

1299 **COUNCILMAN BROWN**

1300 If we could just clarify, to make sure that the motion included the amendments provided by Mr.
1301 Jerbic earlier and also Councilman Wolfson's amendment also be included in that motion for
1302 approval.

1303

1304 **MAYOR PRO TEM REESE**

1305 **As amended, yes.** We have that, Roni?

1306

1307 **BARBARA JO RONEMUS**

1308 Sir, I'm sorry. I did not hear part of the motion, but that's alright. Ydo's got it and Ydo's got it
1309 and Gaby's got it. And so –

1310

1311 **MAYOR PRO TEM REESE**

1312 Ydo's got it. Okay. We're gonna be okay. Okay. You've heard the motion, please cast your
1313 vote.

1314

1315 **COUNCILWOMAN TARKANIAN**

1316 Mr. –

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1317 **MAYOR PRO TEM REESE**

1318 Yes.

1319

1320 **COUNCILWOMAN TARKANIAN**

1321 – Mayor Pro Tem, now this takes care of the church situation too?

1322

1323 **BRAD JERBIC**

1324 What this does is, will grant a temporary license today, in spite of the fact that there's a

1325 continuing legal argument that the presence of the church prohibits the issuance of a license.

1326 That will be resolved by the court.

1327

1328 **COUNCILWOMAN TARKANIAN**

1329 That will be resolved in the court. But it's the opinion of our staff that – we will prevail.

1330

1331 **BRAD JERBIC**

1332 That's the theme of our staff exactly, that our Code prohibits, I think, permits the existence of a

1333 liquor license at this location for 180 days after the cessation of use.

1334

1335 **COUNCILWOMAN TARKANIAN**

1336 Based on that Cinnamon case?

1337

1338 **BRAD JERBIC**

1339 Based on the Code, as it's written, and based on your ability under the Cinnamon Hills case to

1340 interpret your own Code.

1341

1342 **MAYOR PRO TEM REESE**

1343 Any other questions? We've casted our vote. Let's post, please. Motion carries. **(Motion**

1344 **carried unanimously with GOODMAN abstaining.)** Please show Mayor Goodman

1345 abstaining.

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1346 **BARBARA JO RONEMUS**

1347 Yes, sir.

1348

1349 **MICHAEL SIGNORELLI**

1350 Thank you for your confidence.

1351

1352 **STEPHEN CARUSO**

1353 Thank you very much, Council members.

1354

1355 **MAYOR GOODMAN**

1356 With that – I'll make a motion to delete Item number 62 from the agenda please.

1357

1358 **BRAD JERBIC**

1359 I'm sorry, Mr. Mayor Pro Tem, I misspoke earlier. I had recommended striking that if there were

1360 a vote to grant the temporary license. And Mr. Henry has informed me that a record needs to be

1361 made and (inaudible) documents needs to be filed. Sorry, I didn't realize these were so touchy.

1362 The, and if, with your indulgence, I'll turn it over to Mr. Henry at this time.

1363

1364 **WILLIAM HENRY**

1365 Council, Mayor Pro Tem.

1366

1367 **MAYOR PRO TEM**

1368 Yes.

1369

1370 **WILLIAM HENRY**

1371 The City Code provides for asking for rehearing, they have asked for rehearing. Mr. Sgro,

1372 counsel for the Power Company Inc. –

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1373 **ANTHONY SGRO**

1374 Good morning.

1375

1376 **WILLIAM HENRY**

1377 – is here. The law also requires that proof of service of notice of today's proceeding be submitted
1378 to the Clerk before we go forward. And I would like to do that, as well as submit a letter from
1379 Mr. Sgro that memorializes the timing of choosing which City Council meeting this – matter,
1380 that is the petition of rehearing would be on. And having said that, made those submissions I'll –

1381

1382 **MAYOR PRO TEM REESE**

1383 Okay, so what's your recommendation on Item Number 62 then?

1384

1385 **WILLIAM HENRY**

1386 Well, Mr. Sgro has the right to go forward if he wishes or he can withdraw the petition for
1387 rehearing.

1388

1389 **MAYOR PRO TEM REESE**

1390 Okay, Mr. Sgro.

1391

1392 **ANTHONY SGRO**

1393 Yes, thank you Mayor Pro Tem. We were going to move to withdraw that petition at this time.

1394

1395 **MAYOR PRO TEM REESE**

1396 Okay. Are there any questions on the withdrawal? I make a **motion to follow staff's**
1397 **recommendation for allowing Mr. Sgro to withdraw.** Please cast your vote. Please post.
1398 **(Motion carried unanimously with GOODMAN abstaining)** Motion is proved.

1399

1400 **WILLIAM HENRY**

1401 Thank you, Councilman.

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1402 **ANTHONY SGRO**

1403 Thank you.

1404 **(END OF DISCUSSION)**

1405 /sw;

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 18, 2006

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC

☐ Consent ☒ Discussion

SUBJECT:

Discussion and possible action to direct staff to prepare a response to the City Council addressing concerns raised in the legal analysis and opinion relating to the Royal Links Golf Course prepared by Senn Meulemans, LLP, including, but not limited to development of a Best Practices Policy addressing public purpose doctrine, full communication issues, whistleblower rules, and centralization of information and other matters relating thereto

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Dept./Division:

Amount:

Funding Source:

PURPOSE/BACKGROUND:

None

RECOMMENDATION:

None

BACKUP DOCUMENTATION:

1. Submitted at meeting – comments by Tom McGowan
2. Verbatim Transcript

Motion made by GARY REESE to Approve to Accept the Report with direction to staff to take into consideration the comments by the Council members and Mr. Chanos as follows:

- A. That the person giving the briefing should be the same for all Councilmembers, with the same message.
- B. That the City Manager's Office create a policy to protect whistleblowers.
- C. That a different designation be identified for the term "whistleblower."
- D. That the City Manager should review and delineate the methods for the Councilmembers to receive information, as well as to research the possibility of having joint briefings, especially on big matters, so that all Councilmembers receive the same information.
- E. That, in weighing the cost and benefits of a project, staff consider the net effect, as recommended by Mr. Chanos, to ensure that it is not detrimental to the public, which is in violation of the public purpose doctrine.

Passed For: 7; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 0

LOIS TARKANIAN, LAWRENCE WEEKLY, LARRY BROWN, OSCAR B. GOODMAN,
GARY REESE, STEVE WOLFSON, STEVEN D. ROSS; (Against-None); (Abstain-None);
(Did Not Vote-None); (Excused-None)

Minutes:

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

APPEARANCES:

OSCAR GOODMAN, Mayor

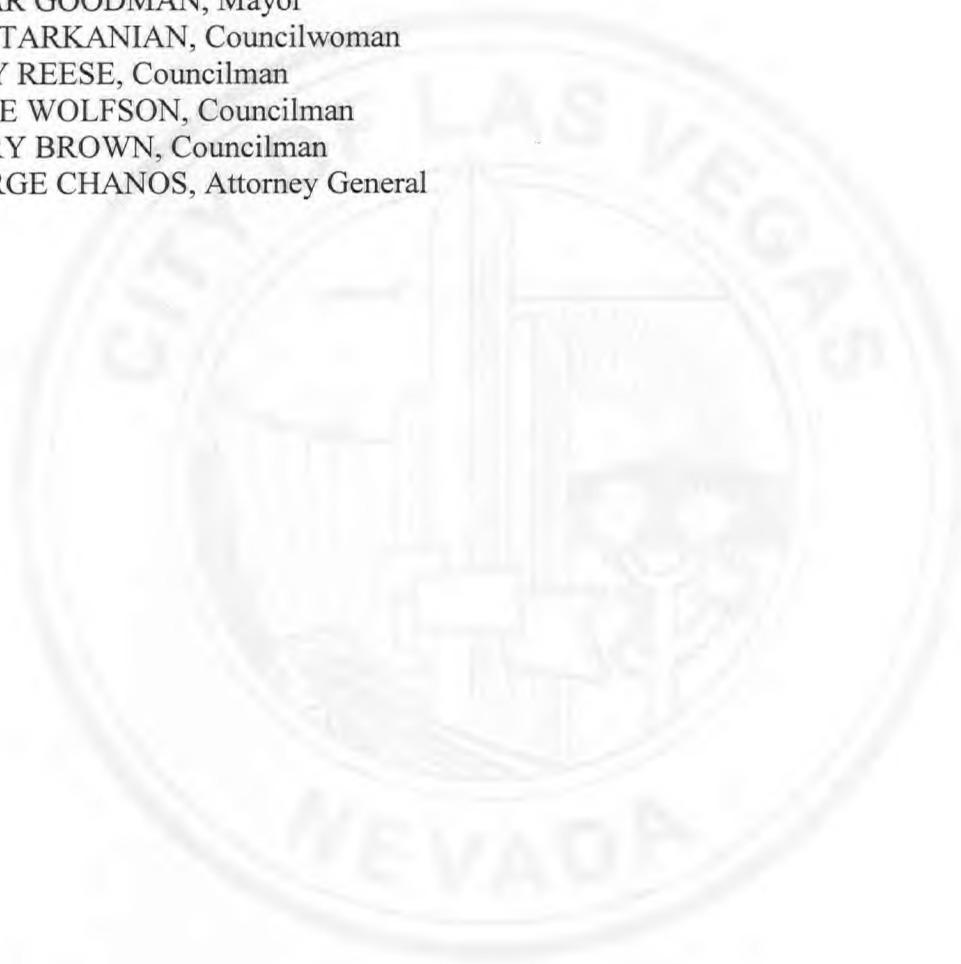
LOIS TARKANIAN, Councilwoman

GARY REESE, Councilman

STEVE WOLFSON, Councilman

LARRY BROWN, Councilman

GEORGE CHANOS, Attorney General



(TM, CONT'2)

ADDENDUM

Item # 62.(A) • TOM MCGOWAN; LAS VEGAS RESIDENT. ~ THE VERBIAGE TEXT OF THE SUBJECT AGENDA ITEM IS A CLASSIC EXAMPLE OF APPARENTLY INTENTIONAL OBFUSCATION, PURSUANT TO THE SHIFTING OF THE BURDEN OF RESPONSIBILITY AWAY FROM ELECTED OFFICIALS AND ONTO ONE OR MORE MEMBERS OF THE DEPARTMENTAL INFRASTRUCTURE. HOWEVER, IT'S IMPORTANT TO RECOGNIZE: ~

1. THE SUBJECT ISSUE FIRST AROSE DURING A PREVIOUS LOCAL GOVERNMENT ADMINISTRATION;
2. THE CONFLICT OF INTEREST LAW GOVERNING OPEN PUBLIC DISCLOSURE APPLIES TO ELECTED AND APPOINTED PUBLIC OFFICIALS AND PUBLIC EMPLOYEES, BUT NOT TO UNELECTED MEMBERS OF THE GENERAL PUBLIC AND/OR THE PRIVATE SECTOR;
3. POST-FACTO VOLUNTARY REVERSAL OF AN ACT WHICH GIVES RISE TO THE APPEARANCE OF POSSIBLE CONFLICT OF INTEREST, IN THE PUBLIC PERCEPTION, DOES NOT CURE THE FACT THAT THE QUESTIONABLE ACT INITIALLY OCCURED; AND; NOTWITHSTANDING REVERSAL OF THE ACT:—
4. THE ABSENCE OF EVIDENCE OF CULPABILITY OF WRONGDOING DOES NOT CONSTITUTE EVIDENCE OF THE ABSENCE OF WRONGDOING, AND/OR OF CULPABILITY FOR IT.

THE FUNDAMENTAL CRUX ISSUE QUESTION IS: ~ 'WHERE DOES THE BUCK STOP?', AND IT INVOLVES THE INDIVIDUAL ACCEPTANCE OF OFFICIAL RESPONSIBILITY, AS WELL AS TACIT OFFICIAL COMPLICITY. AND THE ANSWER TO THE QUESTION IS IRREFUTABLY SELF-EVIDENT: ~

* SIMPLY 'FOLLOW THE MONEY' TO ITS SOURCE OF OFFICIAL ORIGIN. ~ (WHICH MAY ALSO HAVE BEEN ITS EVENTUAL DESTINATION, IN ONE FORM OF BENEFIT OR ANOTHER).

THE POINTED REFERENCE TO 'DIRECT STAFF TO PREPARE A RESPONSE TO THE CITY COUNCIL' IS A THINLY-VEILED EXAMPLE OF THE CLASSIC POLICY OF 'OMERTA' AND THE 'LADDERING' OF RESPONSIBILITY ^{AND} CAUSES CERTAIN MEMBERS OF THE DEPARTMENTAL INFRASTRUCTURE TO CHOOSE BETWEEN THE EXHIBIT OF ABSOLUTE INTEGRITY AND THE ALTERNATIVE OF EXPEDIENT SELF-SACRIFICE, IN THE INTEREST OF CAREER-PERPETUATION.

Submitted at City Council

(3. Date 10/10/10 Item 62.1)

THANK YOU.

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1 DISCUSSION AND POSSIBLE ACTION TO DIRECT STAFF TO PREPARE A
2 RESPONSE TO THE CITY COUNCIL ADDRESSING CONCERNS RAISED IN THE
3 LEGAL ANALYSIS AND OPINION RELATING TO THE ROYAL LINKS GOLF
4 COURSE PREPARED BY SENN MEULEMANS, LLP, INCLUDING, BUT NOT
5 LIMITED TO DEVELOPMENT OF A BEST PRACTICES POLICY ADDRESSING
6 PUBLIC PURPOSE DOCTRINE, FULL COMMUNICATION ISSUES,
7 WHISTLEBLOWER RULES, AND CENTRALIZATION OF INFORMATION AND
8 OTHER MATTERS RELATING THERETO

9
10 **Appearance List:**

11 OSCAR GOODMAN, Mayor
12 LOIS TARKANIAN, Councilwoman
13 GARY REESE, Councilman
14 STEVE WOLFSON, Councilman
15 LARRY BROWN, Councilman
16 GEORGE CHANOS, Attorney General

17
18 (00:00:03 – 00:29:48)

19
20 Typed by: Vicky Darling/Angela Crolli
21 Proofed by: Stacey Campbell

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22 **MAYOR GOODMAN**

23 So, we'll move onto Item 62a. Item 62a is discussion and possible action to direct staff to
24 prepare a response to the City Council addressing concerns raised in the legal analysis and
25 opinion relating to the Royal Links Golf Course prepared by Senn Meulemans, LLP, including,
26 but not limited to, development of a Best Practices Policy addressing public purpose doctrine,
27 full communication issues, whistleblower rules, and centralization of information and other
28 matters relating thereto.

29 I asked that this matter be placed on the agenda, having received the report that was prepared by
30 the Attorney General's office through their legal counsel. And having reviewed that report,
31 having met with Attorney General Chanos, and had a discussion with him as to how the City is
32 going to react to the report.

33 And speaking to my colleagues, without forming any consensus, but getting the gist of the
34 feeling that this is an opportunity for the City of Las Vegas to make us a better place to be and
35 make City government act and be more efficient, be more responsive and be more effective than
36 we have been in the past. So I take the report as being the spark of constructive criticism and
37 giving us a reason to be introspective, to look at our own practices and procedures and, at the end
38 of the day, become a better place, as government should be.

39 I believe that the City of Las Vegas prides itself on our transparency as a government. We
40 criticize ourselves constructively in an open fashion, an open forum, where the public is able to
41 see how the inner workings of the City take place. And I think that's healthy for government. I
42 think that the public should know what their elected representatives are doing and how the City
43 is performing its – functions as a governmental entity.

44 We have issues that will be addressed. They're not going to be addressed today because the
45 report is a lengthy report and this is going to be the start of looking at how we do business in
46 City Hall. There are issues of communication which have to be resolved. There, as recently as
47 this morning, the Mayor Pro Tem and myself were going over an agenda item and we – found
48 that the – briefings were inconsistent. That what he had been told yesterday was one thing, what
49 I was told yesterday was another thing. And that's how problems can arise. So one of the things
50 that I'm going to be asking the Manger's office to look into is a line of authority. That when
51 there's a briefing the briefing be given by one person and the message be a consistent message

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52 so there're not the – possibility that there would be a misunderstanding and that we would be
53 like two ships in the night crossing ourselves, even with good intentions, based on the briefings
54 that we get from the staff. And that should go from the Manager's office all the way down to
55 any member of the staff who does brief us. The briefer should be the same person and the
56 message should be the same message.

57 We have to talk about the public purpose doctrine. I'm not sure that there's a consensus as to
58 what it really means. I've asked the Attorney General to be our guest today and perhaps he'll
59 touch upon his view of the public purpose doctrine, but there appears to be some disagreement as
60 to how broad the public purpose doctrine is. Just as an example, do we as a City worry about
61 what happens in the surrounding areas because of our regional concerns and spend taxpayer
62 dollars in order to resolve those issues or are we going to be limited to those that, matters that
63 happened within the parameters or the confines of the City itself. I really want to know what the
64 public doctrine, public purpose doctrine really is and I want it done with some definition and
65 some certainty, so we know how we're going to be proceeding in the future.

66 I think we have to look into the role of the liaison. Sometimes I get the feeling that the liaison
67 takes the place of the Councilperson in dealing with the staff and the staff really is responsible to
68 the Councilperson and the Councilperson should talk directly to the staff. And because we do
69 have a Manager's form of government, that message should be conveyed so that the Manager's
70 office is involved in that process and that there not be a leapfrog from the 10th floor down to the
71 ad ministerial positions within the City government.

72 We have to look at how do we treat a whistleblower. The whistleblower is certainly entitled to
73 protection. Whistleblowers serve a purpose. If there's an irregularity, they bring it to the
74 attention of the electeds and to – the media and, which is conveying to the public. But at the
75 same time we have to look at how do we protect the person against whom the whistle is blown,
76 because reputations can be severely maligned. And that's all we have in life, is our good name
77 and our reputation and we have to look at a policy as to how a whistle blowing situation could
78 take place. And equal importance, from my perspective, because if, and we're not getting into
79 the Royal Links today, we're not getting into the particulars. But that particular situation lasted
80 over a decade. And we had two mayors, myself being one. We had three city managers. We
81 had, oh maybe, 15, 20 different council people during this – period of time. And there was no

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82 repository for the institutional knowledge that we could call upon, or at least if there was one it
83 was not made available to us. So we have to figure out a way that a Council five years from now
84 will know why we made the decision that we made, what information was given to us at that
85 time.

86 And I – think that these are areas that make us a better place. I – have no problem with a report
87 such as that which was returned. It was critical of us, and perhaps rightfully so. But at the same
88 time, we learn from it and – that's the lesson and we're going to be a better place as a result of it.

89 So with that, I'm going to ask the Council members to perhaps, to – chime in at this point and
90 then I'll ask the Attorney General to come up. Because I want to hear from the Attorney
91 General, in particular regarding some criticism that the – City has received concerning our
92 redevelopment efforts. And I don't want, the Attorney General and myself talked about this and
93 I think that things are getting confused in the mush of a lot of what's happening here. We, as a
94 City are trying to redevelopment, or redevelop our inner core. We're trying to make it into a
95 vibrant place, part of a renaissance, and in order to do that we enter into TIF financing
96 arrangements with concerns like the World Market Center, which have placed the – City in the
97 spotlight around the world. With the Chelsea properties people, we talked to Cox
98 Communication and perhaps make life a little better for them. Give them a little sweeter
99 situation so they'll go into an area and bring their employees into the area and thrive, so that the
100 area will be able to benefit from them. We need a grocery store in the Westside. We're going to
101 make concessions in order to get that. We need a grocery store downtown. We're going to
102 make concessions to get that. That is not what I believe is the subject of the public purpose
103 doctrine and we're not being criticized for that, but I think that when I ask the Attorney General
104 to – comment on that he'll give us, at least, his opinion and we'll be able to go from there.

105 So, let's hear from the Council members and then we'll hear from you, Mr. Chanos.

106
107 **COUNCILWOMAN TARKANIAN**

108 Mr. Mayor?

109
110 **MAYOR GOODMAN**

111 Yes.

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112 **COUNCILWOMAN TARKANIAN**

113 I agree with what you said, so much of what you said. I think it's very important that we
114 consider all of that in what we're doing. As I've thought about this I had some other thoughts
115 also and if I could just briefly mention those.

116

117 **MAYOR GOODMAN**

118 Certainly.

119

120 **COUNCILWOMAN TARKANIAN**

121 I think that, as we look at what we're doing and what's happened, we better, we – need to realize
122 and accept that leadership starts at the top. And we as a Council, and I include myself, cannot
123 sidestep our responsibility in this situation. Staff takes their direction from us. Staff moves
124 according to how they feel we feel. The final responsibility is ours as elected officials. If we
125 believe in open, responsive government, then that belief should extend to the way the City of Las
126 Vegas as a bureaucratic system functions. But look at what happened to the City of Las Vegas
127 employees who had the professionalism and bravery to step forward and try to do their best in
128 their job for the citizens of our City.

129 I – dislike the term whistleblower, because I think that's a negative type of thing when you're
130 looking at the courage it takes for someone to step forward. And maybe what they're saying
131 isn't always accurate but at least a step forward and give what they feel might be of a benefit to
132 the City. It's important that our staff feel that they can be open, honest and professional in their
133 dealings with us as elected representatives. I don't know what's happened in the past, as I'm
134 sure most of the other Council people don't, as far as why we have individuals who would feel
135 they couldn't step forward and – speak with us about, and speak to us about some problems. But
136 it's our job to weed through the information on difficult and contentious items and to use our
137 discretion as elected Council members in making decisions. That is our burden, not the staff
138 member's.

139 And so what are we going to do about the information provided to us in this report I think is very
140 critical. First I hope we obtain a greater understanding of the public purpose doctrine, which
141 you've said yourself, Mayor, is a step we're going to be taking. Second, I think we need to take

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142 more time to examine the history and the background material on some of the more controversial
143 or precedent setting applications that come before us as a Council. I think myself and other
144 members of the Council at times have mentioned why are we in such a hurry and can we obtain
145 this additional information. I think it's very critical that we use the due diligence and if it takes
146 longer, if it requires more work from all of us, then so be it. So, again, agreeing with what you
147 said, Mr. Mayor, taking what this report presents, accepting it and move on positively to make
148 any needed changes or corrections and if we take this, what has been a negative situation, and we
149 move positively and make the changes that can make us stronger, then that's our very positive
150 result.

151 I just wanted to add that. I've been thinking about it a long time.

152
153 **MAYOR GOODMAN**

154 Thank you, Councilwoman. Mayor Pro Tem.

155
156 **COUNCILMAN REESE**

157 Thank you. I did read the report. I'm going read it, I think, a little bit more and study it a little
158 bit more thoroughly. But, I really think that everyone must, everyone should feel that when they
159 bring a project or an item before the City, that they know they will receive the same information
160 as each other individual will. I don't think there should be any favoritism. And, I, again, I will
161 reiterate what the Mayor said, I think it's important that we all, each day, whether it's last week
162 or tomorrow or whatever, that we have a continual type person telling us and giving us the same
163 information at each briefing. I know that I – think sometimes staff tells us what they think we
164 wanna know, and I've always told them don't patronize me, let me know where we're at and what
165 we're doing. I think staff needs to make sure that they – do this for us. They're not doing us a
166 favor if they don't tell us the truth on what – we need to do. And, it's like I told them sometimes,
167 my life is your hands and I – depend upon those briefings to make my decisions. You know, we
168 have four or five, six books every Council meeting; they're about yeah thick, and, I think it's
169 really hard to read and digest everything that's in there. So, we do – depend upon our personal
170 staff, as well as the City staff.

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171 I know that we all want this to happen and – this – report to me is a stark reminder that we all
172 have to work hard to make sure that it does happen each and every time. So, Mayor, I –
173 appreciate the report. I just hope that we all learn from it.

174

175 **MAYOR GOODMAN**

176 Thank you. Councilman Wolfson.

177

178 **COUNCILMAN WOLFSON**

179 Thank you. I too would like to echo many of the comments that my colleagues have met, made,
180 but I'd like to add a couple of things. I too, join with you, Councilwoman Tarkanian, on the
181 issue of the flow of information. You and I have spoken about this publicly, as well as privately.
182 We voiced concerns a year, a year and a half ago about the flow of information and who receives
183 what information and when. And I'll never forget the day, and I wanna use one example out of
184 the case at hand, and that is the night I received a telephone call from one of our local Review
185 Journal reporters. And this reporter called me on my cell phone and said, Councilwoman (sic),
186 do you have any comments about the Metro report. And I said, what Metro report? And he told
187 me that the Metro had just been released and this Review Journal reporter had the report from
188 Metro before I did. And he asked me, you know, how do you think, how do you feel about the
189 contents of this report and what it says. And he read a few things out of the report to me, over
190 my cell phone, and I'll never forget the feeling I had at that moment; I was very disturbed. And
191 that's what prompted me to reflect for about twelve hours and it caused me the very next morning
192 to call our City Attorney, I believe, and cause this matter be put back on the Council's agenda for
193 reconsideration.

194 What I'm talking about is the flow of information and who gets what information when and who
195 takes the responsibility to provide it to us, as Mayor Pro Tem Reese said so – well. We make the
196 decisions up here. We make these decisions based upon information that we get from staff and
197 others. So, I would ask you, Dr. Selby, and I know you will, to review our methods and manners
198 of receiving information.

199 The second topic I'd like to just throw out there is, I've been on the Council, I don't know, 28
200 months now, and almost every briefing I have, with very few exceptions, is my staff to meet by

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201 myself. None of my colleagues are sitting on these briefings. Oh, once in a while I'll have a
202 briefing in Councilwoman Tarkanian and I or Councilman Brown, I think, and I will sit together
203 and have a joint briefing. But 99 percent of the briefings are by an Assistant City Attorney or
204 somebody from Leisure Services or whatever department you wanna use as an example. And I
205 don't know why we can't have, in some cases, what I will call, joint briefings, where everybody
206 on this dais sits in a – room and is briefed by staff.

207 Now, I understand there's the Open Meeting Law and there's concerns about that, but I don't
208 think that we'd be violating the Open Meeting Law, especially on a case like this that has a –
209 ten-year plus history. And this, these matters were complicated, there were a lot of issues
210 involved and it's hard to receive information in an hour briefing. And then the next day one of
211 my colleagues will get a briefing from another staff member. Now, we're talking about human
212 beings that are disseminating information and I don't care how hard you try, if you have different
213 briefings from different people, there's going to be a different message, if you will. So, I would
214 like to explore the idea of joint briefings, not on every matter, we don't need it on every matter,
215 but on the big matters. So, that's something, that Dr. Selby, that I'd like you to explore. Thank
216 you very much.

217

218 **MAYOR GOODMAN**

219 All right. Councilman Brown.

220

221 **COUNCILMAN BROWN**

222 (Inaudible)

223

224 **MAYOR GOODMAN**

225 All right. Fine. Mr. Chanos, thank you for joining us.

226

227 **GEORGE CHANOS**

228 Thank you, Mayor and Council members. I have a few prepared remarks and I'd be happy to
229 take any questions.

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230 **MAYOR GOODMAN**

231 Very good.

232

233 **GEORGE CHANOS**

234 On November second two thousand and five the City Council voted to lift the deed restriction on
235 the Royal Links Golf Course. At that time, the decision was subject to significant public
236 criticism. Councilwoman Tarkanian was the lone vote against the measure. On November 9,
237 Councilman Wolfson moved to reconsider the November second vote. On November 15, nine,
238 two thousand and five our office announced our intent to investigate the matter. On November
239 sixteen two thousand and five the City Council voted to rescind their prior action. Shortly
240 thereafter, our office commissioned the law firm of Senn Meulemans to conduct an inquiry into
241 the transaction.

242 Approximately ten months later, after reviewing over 18,000 pages of documents and
243 interviewing dozens of people, Senn Meulemans issued a highly detailed and comprehensive, a
244 hundred and fifty seven-page report. The report detailed what I have described as a decade of
245 indifference, incompetence and negligence and or intentional misconduct at City Hall with
246 regard to the City's dealings with Mr. Walters. The report also concluded that the City's
247 November second vote to lift the deed restriction violated the public purpose doctrine.
248 Following the publication of the report, Mr. Walters withdrew his proposal. At this point, our
249 office is engaged in an on-going investigation into issues of concern based by the Senn
250 Meulemans' report. To that end, I have personally met with Mayor Goodman, City Manager
251 Doug Selby, and City Attorney Brad Jerbic, all of whom have been extremely forthcoming and
252 cooperative, and all of whom have expressed a clear, and I believe, a sincere understanding of
253 the need for radical improvement in the policies, practices and procedures, with respect to the
254 flow of information and other matters at City Hall.

255 Mayor Goodman has, in my opinion, shown the kind of leadership required under these
256 circumstances by acknowledging that the report, as he described it, is a good thing, and by
257 calling for needed improvements in the way City Hall processes and communicates information.
258 Councilwoman Tarkanian has, in my opinion, by being the lone vote against this proposal,
259 shown courage, great instincts and an unwavering commitment to the public interest.

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260 Councilman Wolfson, by bringing the matter back for reconsideration on November ninth,
261 brought the City Council back from the edge of what would have, what could have been an
262 abyss.

263 City Attorney Brad Jerbic has, throughout our interaction with him, demonstrated an openness,
264 candor and commitment to improvement that has exceeded our expectations. And City Manager
265 Doug Selby has acknowledged the fact that serious mistakes were made and has publicly
266 indicated that if he knew on November second what he knows now, he would have not
267 recommended removing the deed restriction. All of these acknowledgments are important, as
268 important, if not more important than the criticism contained in the report. For the ultimate
269 public benefit that can be derived from the report, is its ability to inspire reform. And to me, it is
270 clear that this report has at least begun to do that. All that remains for public confidence to be
271 fully restored is for that inspiration to be transformed into tangible and sustained action. I hope
272 and trust that the City Council, armed with the information contained in that report, will insist
273 that necessary reforms do in fact occur.

274 While it is clearly important to point out failures in government, when and where they exist, it is
275 equally important to recognize and encourage success in government. It is, therefore,
276 appropriate to recognize the fact that the same report, which chronicles a decade of indefensible
277 conduct, with respect to this particular transaction, also provides examples of exemplary
278 conduct. Multiple memorandums from John Redlein reveal a gifted and committed public
279 servant, an excellent lawyer and a man whose sole motivation was to do the right thing. While
280 one might reasonably question his well-publicized briefing of Councilman Wolfson, one would
281 be hard-pressed to question his motives. To the extent that he made a mistake, there were many
282 mistakes that occurred with regard to this transaction. But you need to look at the full history of
283 his performance at this office, and from what I've seen, based on the memos that I've read, you
284 have a great lawyer in Mr. Redlein.

285 Multiple memorandums from Tom Green, similarly revealed an extremely bright, talented and
286 ethical public servant. City Attorney Brad Jerbic, although criticized, to some degree, by the
287 report, and responsible, to some degree, for certain failures, is recognized in the report as having
288 been responsible for demanding a reversal of one of the more egregious failures at City Hall
289 during the last decade; the attempted two point two million dollar Western Summit change order.

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290 That action, together with his complete cooperation and genuine commitment to reform, causes
291 me to believe that the public interest is well served by Mr. Jerbic's continued service as City
292 Attorney.

293 Others deserving a positive – recognition include without limitation, Betsy Fretwell, Scott
294 Adams, Julie Quisenberry, David Mendenhall, Lori Wohletz and Wendy Ellis. This is by no
295 means a comprehensive list, but simply is by way of example, a way to indicate that you have
296 many, many people working at City Hall who deserve public, the public's respect and
297 appreciation.

298 In sum, the City of Las Vegas has hundreds of wonderfully talented, if not thousands, of
299 wonderfully talented and dedicated public servants working to serve the public interest and it
300 would be a mistake for the public to lose sight of that fact and instead focus solely on the
301 negatives of the report. At the same time, it would be a mistake not to fully contemplate and
302 thoughtfully consider the criticisms contained in the report. As a community, I believe that we
303 need to learn all that we can from this failed transaction and use those lessons to improve our
304 performance. In the end, those lessons will prove to be the greatest value that the City of Las
305 Vegas could ever possibly receive from this transaction.

306 I'm happy to answer any questions that you may have.

307

308 **MAYOR GOODMAN**

309 All right. Thank you, Mr. Chanos. Why don't you touch upon our redevelopment efforts and
310 how you perceive those as it pertains to the public purpose doctrine.

311

312 **GEORGE CHANOS**

313 Okay. First of all, the public purpose doctrine gives the City generally broad latitude for
314 economic development. You're elected by the public to engage in matters that affect the public
315 interest, including, but not limited to, economic development. And there's substantial case law
316 that says that you can sell property, transfer property or dispose of property for below market
317 value. The guiding principle is that the net effect of your transactions have to be a net benefit to
318 the public, as opposed to a net detriment to the public. So to the extent that you articulate a valid
319 public purpose for your actions, if, for example, and I haven't looked at any particulars with

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320 regard to your grocery store proposal or your Cox Communication proposal, but hypothetically
321 for example, if you – were to say that we want to put a grocery store in a certain area because it
322 will revitalize that area, it will bring – new residents into that area, it will cause economic
323 development in that area. And if there's a – good faith belief that that is the true purpose of the
324 action and that the net benefit of that action outweighs the economic disadvantage to the
325 taxpayers of that action, then you've satisfied the public purpose doctrine. You've done
326 something that in the end is in the public interest.

327 If on the other hand, if one were to examine a transaction and find that when – one weighs the
328 costs and the benefits, the net effect is a detriment to the public, in that event you would have
329 violated the public purpose doctrine. So, to the extent that you're engaging in these types of
330 transactions in – a view towards economic development, my recommendation would be that you
331 articulate the public purpose, the public benefits that you hope to achieve through your action.
332 By doing that, you established a record of – what the public benefit is and you also educate the
333 public.

334 When the public sees that you're giving away a piece of land for five million dollars or worth
335 five million dollars and they don't clearly understand why – you're doing that, it undermines
336 public confidence in the process, I believe. If you have a legitimate basis for what you're doing,
337 if you truly believe that what you're doing is good for the City, then tell the people of the City of
338 Las Vegas why you're doing it and let them understand the true public purpose that lies behind
339 your action.

340

341 **MAYOR GOODMAN**

342 Thank you. I appreciate that.

343

344 **COUNCILMAN REESE**

345 May I ask a question, please?

346

347 **MAYOR GOODMAN**

348 Yes, Mayor Pro Tem.

CITY COUNCIL MEETING OF
October 18, 2006

VERBATIM TRANSCRIPT – ITEM 62a

349 **COUNCILMAN REESE**

350 Mr. Chanos, thank you very much for your report. I got a quest – but who; okay, who is the
351 judge and the jury on whether we, on whether it is a plus or a minus on what we do.

352

353 **GEORGE CHANOS**

354 Right. Right.

355

356 **COUNCILMAN REESE**

357 I mean, we have – a lot of people who would see it as, maybe not seeing what we're doing as
358 being a public benefit.

359

360 **GEORGE CHANOS**

361 Absolutely. And –

362

363 **COUNCILMAN REESE**

364 And, you know, when we're sitting up here, we're trying to make that decision. And I see it that
365 we're – gonna bring people in the neighborhood. It's not a dollar and cents – thing. It's
366 something that you – feel that it's in the best interests. And somebody over here (inaudible)
367 going to grief. So – who – is the judge and the jury on this?

368

369 **GEORGE CHANOS**

370 Well, Councilman Reese, the case law surrounding the public purpose doctrine says that you
371 have broad latitude with regard to this. That – you've been elected to make those decisions and
372 that you have broad latitude. So, it's only where your actions are clearly detrimental to the
373 public interest that you violate the public purpose doctrine. So, in the Walters' transaction, our
374 belief is that based on the totality of circumstances, stretching back from the inception of that
375 transaction, through and including the lifting of the deed restriction, that the totality of those
376 circumstances were such that it was a net negative to the public and – that we could prove that
377 case if we needed to. So ultimately, with regard to each case, you have to look on a case-by-case
378 basis and ask yourself in looking at the totality of the circumstances, knowing that you have

**CITY COUNCIL MEETING OF
October 18, 2006**

VERBATIM TRANSCRIPT – ITEM 62a

379 broad leeway, broad latitude to make these decisions, can an overwhelming case be made that
380 you have gone well beyond your discretion and well beyond that latitude and done something
381 that is clearly a net negative to the public. If – that is the case, then – the transaction can be
382 voided, not simply by our office, but any taxpayer has standing to file suit to void such an action.
383

384 **COUNCILMAN REESE**

385 Right. You mentioned it, I wasn't going to, but you know I went out there and I looked at this
386 location, we're talking about Royal Links, and right next door we had Stallion Mountain and the
387 County went through this same – process, I guess, of taking a golf course that had memberships
388 and all this other stuff sold and turning it into housing. And they built the houses within 30 to 40
389 feet of their waste water treatment plant. And this was done and there wasn't any comments
390 made about it. And so when I go out and I look at this, I say to myself, being a, well, maybe not
391 an expert, well what's the difference in putting them here or putting them over here, when they're
392 here, but not here. Then we got an opportunity to put them over here.

393

394 **GEORGE CHANOS**

395 Right.

396

397 **COUNCILMAN REESE**

398 And – to me, it didn't make any difference whether it was a golf course or houses.

399

400 **GEORGE CHANOS**

401 Right.

402

403 **COUNCILMAN REESE**

404 – 'cause they, we got – houses right over here.

405

406 **MAYOR GOODMAN**

407 And I appreciate that, but I'm going to cut, with all due respect, I'm going to cut the discussion
408 off here, because I don't want to get into the particulars of the Royal Links at this time.

CITY COUNCIL MEETING OF
October 18, 2006

VERBATIM TRANSCRIPT – ITEM 62a

409 **GEORGE CHANOS**

410 I – don't either.

411

412 **MAYOR GOODMAN**

413 The – purpose of what we're trying to do today is to give the – staff direction as to areas that we
414 have to correct.

415

416 **GEORGE CHANOS**

417 Sure.

418

419 **MAYOR GOODMAN**

420 And I – don't want to go into the specifics. That may be for another day.

421

422 **GEORGE CHANOS**

423 Without commenting on those specifics, just generally, the City of Las Vegas is not the only
424 public body that can learn from this report.

425

426 **MAYOR GOODMAN**

427 All right. Well, I – appreciate that, but we're – trying to make ourselves a better – city and I
428 appreciate that. All right. Any other comments? All right. Fine, may I have a motion, please.

429

430 **COUNCILMAN REESE**

431 Yes, Your Honor, I'd move to accept the report and ask staff if they would certainly take
432 into consideration the comments made by the Council members and the Mayor today, as
433 well as Mr. Chanos, and see if we can't achieve the goal that this report's gonna give us.

434

435 **MAYOR GOODMAN**

436 Thank you very much. Let's vote on that, please. Post. Motion carries. (**Motion carried**
437 **unanimously**). Thank you for coming down.

**CITY COUNCIL MEETING OF
October 18, 2006**

VERBATIM TRANSCRIPT – ITEM 62a

438 **GEORGE CHANOS**

439 Thank you, Mayor, for your request.

440

441 **COUNCILWOMAN TARKANIAN**

442 And, Mr. Mayor, just thanking Mr. Chanos for the help you're trying to give us so we can be the
443 very best we can be.

444 **(END OF DISCUSSION)**

445 /vwd/ac;slc

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 18, 2006

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☐ Consent ☒ Discussion

SUBJECT:

Discussion and possible action regarding Temporary Approval of a Six-Month Review of a Supper Club License, Ajuua, Inc., dba Ajuua! Mexican Restaurant & Cantina, 2100 Fremont Street, Daniel R. Cardena, Dir, Pres, VP, Secy, Treas, 100% - Ward 3 (Reese)

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Dept./Division:

Amount:

Funding Source:

PURPOSE/BACKGROUND:

Discussion and possible action regarding Temporary Approval of a Six-Month Review of a Supper Club License.

On February 28, 2006 Mr. DiFiore received a letter to request a temporary supper club alcohol license for Ajuua Mexican Restaurant and Cantina.

On April 3, 2006, we received a copy of a letter addressed to Mayor Oscar Goodman from Moran & Associates referring Ajuua Mexican Restaurant & Cantina, and the sole owner/operator Daniel Cardenas. This letter was to inform us that Daniel Cardenas was arrested for the charge of DUI Driving Under the Influence (1st Offense) the week prior to April 3, 2006.

On April 19, 2006, Ajuua Mexican Restaurant and Cantina was issued a 6 month temporary license which expires October 19, 2006. On August 22, 2006 Business Services received the Investigative report prepared by the Las Vegas Metropolitan Police which will be provided to the City Council in their investigative book.

RECOMMENDATION:

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

BACKUP DOCUMENTATION:

Map

Motion made by GARY REESE to Approve a six-month extension of the temporary license, with a review at the conclusion of that period

Passed For: 7; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 0

LOIS TARKANIAN, LAWRENCE WEEKLY, LARRY BROWN, OSCAR B. GOODMAN,

CITY COUNCIL MEETING OF: OCTOBER 18, 2006

GARY REESE, STEVE WOLFSON, STEVEN D. ROSS; (Against-None); (Abstain-None);
(Did Not Vote-None); (Excused-None)

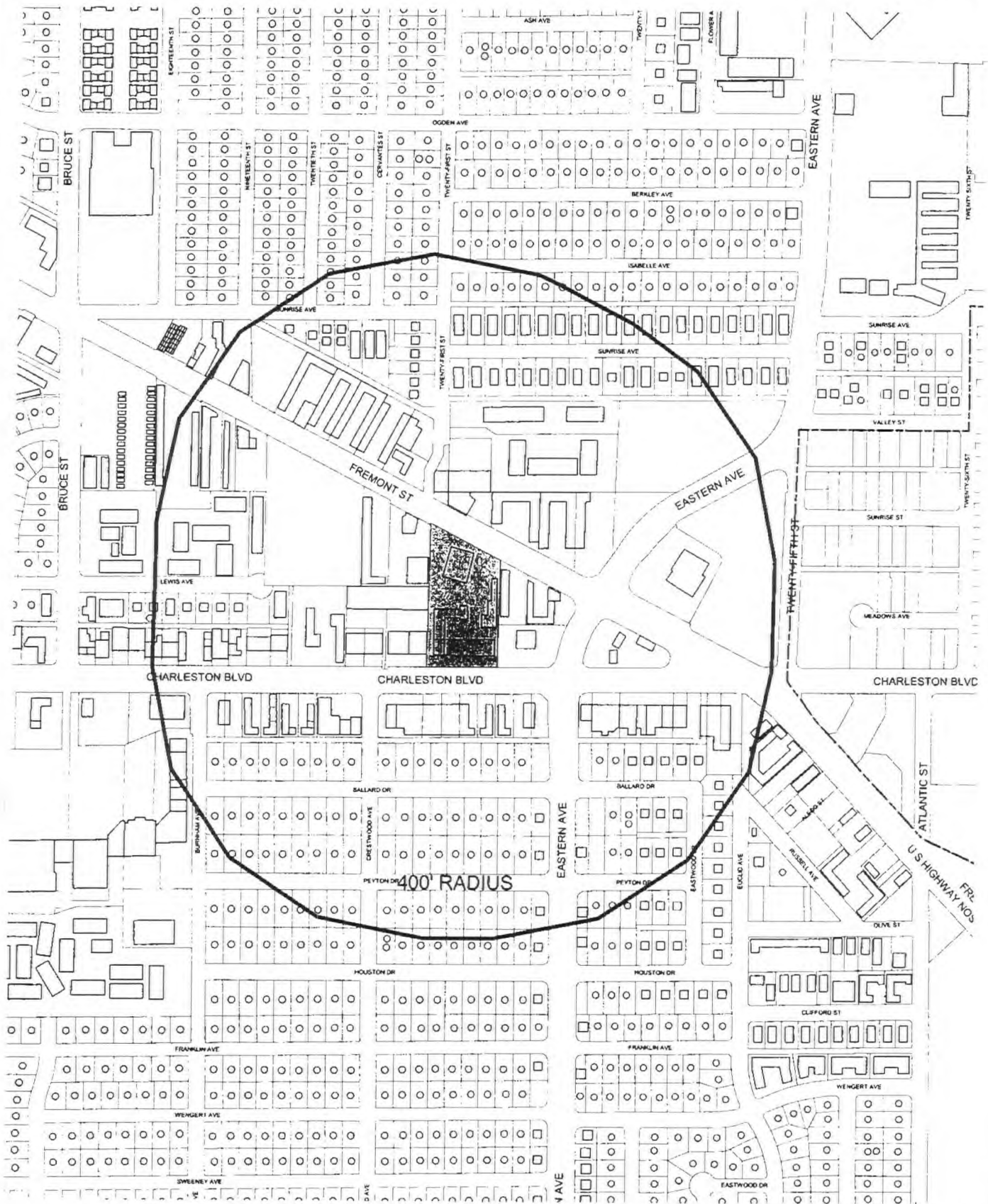
Minutes:

The applicant was present.

JIM DiFIORE, Manager of Business Services, stated that the applicant was recently arrested for DUI, which is his only offense, and it is scheduled for court in November. Therefore, he recommended the Council extend the temporary license for six-months, with a review to take place at the conclusion of that period.



AJUUA! MEXICAN REST. & CANTINA



0 200 400 Feet



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 18, 2006

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☐ Consent ☒ Discussion

SUBJECT:

ABEYANCE ITEM - Discussion and possible action regarding Temporary Approval of a new Tavern License, Nevada Receivership, LLC, dba Crazy Horse Too, 2476 Industrial Road, Michael J. Signorelli, Managing Mmbr, 100% - Ward 3 (Reese)

Fiscal Impact



No Impact



Augmentation Required



Budget Funds Available

Dept./Division:

Amount:

Funding Source:

PURPOSE/BACKGROUND:

Discussion and possible action regarding Temporary Approval of a new Tavern License.

The applicant submitted all of the required documentation and paid all applicable fees for investigation on September 20, 2006. Based on a review of the SCOPE printouts furnished to this Department by the applicant, we have determined he is preliminarily suitable to hold a temporary tavern license until the investigation is complete.

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

RECOMMENDATION:

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

BACKUP DOCUMENTATION:

1. Map
2. Submitted at meeting - Copy of the conditions read for the record by Jim DiFiore, corrections to conditions submitted by Brad Jerbic, operating Subleases labeled #5 and #6 by City Attorney's office and comments by Tom McGowan for Items 62 and 64

Motion made by GARY REESE to Approve a three-month temporary license, with a three-month review and subject to the following conditions:

A. No person associated as a defendant, including Frederick Rizzolo, in U.S. District Court Cases 2:06-CR-186-PMP-PAL, 2:06-CR-188-PNP-PAL, CR-S-05-007-KDJ, KJD (LRL), shall be permitted on the premises of the business. The defendants, including Frederick Rizzolo, are further prohibited from operating, controlling or participating in any way with the operation of the business.

CITY COUNCIL MEETING OF: OCTOBER 18, 2006

B. No person associated with the ownership of The Power Company, Inc., nor its management, including Annette Rizzolo Patterson, the bookkeeper, Frederick Rizzolo or Bartholomew Rizzolo will be permitted on the premises of the business. Further, Frederick Rizzolo, Bartholomew Rizzolo and Annette Rizzolo Patterson are prohibited from operating, controlling or participating in any way with the operation of the business.

C. The photographs and names of the prohibited persons in Special Condition A and B shall be made available to all individuals responsible for the operation of the business, in order that the business complies with Special Condition A.

D. Any violation of these conditions or special conditions, or any violation of any local, state or federal law shall allow the Business Services Manager or Director to administratively suspend the liquor license. The applicant understands that he has a right to appeal the suspension at the next regularly scheduled City Council meeting, subject to the Open Meeting Law.

E. The applicant shall be permitted a seven-day transition period for both Bartholomew Rizzolo and Annette Rizzolo Patterson.

F. Paragraph 23, regarding Entry and Inspection, of the Sub-lease shall be amended to include language that any designated agent or agents shall be subject to approval by the Business Services Manager or Director before being allowed on the premises, and that the Business Services Manager or Director shall be notified prior to any inspections.

Passed For: 6; Against: 0; Abstain: 1; Did Not Vote: 0; Excused: 0

LOIS TARKANIAN, LAWRENCE WEEKLY, LARRY BROWN, GARY REESE, STEVE WOLFSON, STEVEN D. ROSS; (Against-None); (Abstain-OSCAR B. GOODMAN); (Did Not Vote-None); (Excused-None)

NOTE: MAYOR GOODMAN disclosed that he would be abstaining, on the advice of CITY ATTORNEY JERBIC that he has a conflict. CITY ATTORNEY JERBIC then clarified that, as previously disclosed, MAYOR GOODMAN, even though he had very little connection with his law firm, was listed as a member of the firm at the time that one of his partners was representing a co-defendant in a series of cases. During that period of time, there was also an insurance policy being paid by the firm. As a result, the argument could be made that the proceeds of the fees of the client could have been paying for the insurance policy. Therefore, this would present a conflict of interest, and the Mayor should abstain.

Minutes:

See Item 62 for combined transcript and backup.

CRAZY HORSE TOO

0 200 400 Feet

1,500' RADIUS

N



5

OPERATING SUBLEASE

THIS OPERATING SUBLEASE ("Lease") is made and entered into this _____ day of September, 2006, by and between THE POWER COMPANY, Inc, a Nevada corporation. and Nevada Receivership, LLC, a Nevada limited liability company, hereinafter respectively referred to as Landlord and Tenant without regard to number or gender.

WITNESSETH

1. **LEASED PROPERTY.** The Leased hereunder includes the premises situated at 2476 Industrial Road, Las Vegas, Nevada, 89102(the "Premises") together with operating assets and business of Landlord which are part of the business of Landlord operated under the name Crazy Horse Too (the "Business"). As used herein, the Business includes all furniture, fixtures and equipment, leasehold improvements, third party contracts, save and except any and all employment contracts or agreements, inventory and cash on hand totaling \$250,000. Tenant accepts the Business and the Premises in their condition as of the execution of the Lease, subject to all recorded matters, laws, ordinances, and governmental regulations and orders. Except as provided herein, Tenant acknowledges that neither Landlord nor any agent of Landlord has made any representation as to the condition of the Property or the suitability of the Property for Tenant's intended use. Tenant represents and warrants that Tenant has made its own inspection of and inquiry regarding the condition of the Property and is not relying on any representations of Landlord or any Broker with respect thereto.

2. **USE.** Landlord hereby subleases Premises and leases the Business to Tenant and Tenant hereby hires from Landlord the Premises and the Business for the purpose of operating a gentleman's club with liquor license as allowed by law and subject to the provisions hereof. Tenant acknowledges that the Business has not been operating since on or about September 6, 2006 and that, upon issuance to Tenant of a tavern license or temporary tavern license, Tenant shall immediately reopen the Business and keep and maintain the Business open and operating during the term of this Lease.

3. **TERM.** The term of this Sublease shall be one year subject the early termination provisions herein, but shall be contingent upon the Tenant obtaining a Liquor License from the City of Las Vegas as follows: if the Tenant does not obtain the Liquor License on October 4, 2006, he may at his discretion timely reapply for the same, but in any case the right to purchase the Center, the Premises and the Business pursuant to the terms of Article 50 shall survive the lease 90 for days; in the event that the Tenant does not obtain a Liquor License, he shall receive a one time payment of \$150,000, payable over 3 months, at \$50,000 per month, beginning at end of the 90 period.

4. **RENTAL.** Tenant shall pay to the Landlord as rental for the demised premises the sum of Four Hundred Thousand Dollars (\$400,000) per month, in advance, on the 1st day of each month in lawful money of The United States at such address as shall be supplied by the Landlord. Any rent not received within ten (10) days of the due date will be subject to late fee equal to Eight Thousand Dollars (\$8,000) and, after the tenth (10th) day, an additional late fee of One Thousand Dollars (\$1,000) per day. Should

Submitted at City Council

Date 10/18/06 Item 6416.2

the tenancy commence subsequent to the first day of any month, such rents will be prorated, with a pro-rata reduction based upon the remaining full days left in that month.

5. **SECURITY DEPOSIT.** No Security Deposit shall be required.

6. **PERSONAL PROPERTY TAXES.** Tenant shall pay all taxes charged against the assets of the business, including but not limited to leasehold improvements, trade fixtures, furnishings, equipment, inventory or any other personal property leased hereunder or belonging to Tenant.

7. **INTEREST ON PAST DUE OBLIGATIONS.** Any amount owed by Tenant to Landlord which is not paid when due shall bear interest at the rate of fifteen percent (15%) per annum from the due date of such amount. However, interest shall not be payable on late charges to be paid by Tenant under this Lease. The payment of interest on such amounts shall not excuse or cure any default by Tenant under this Lease. In the event any amount is past due, Landlord shall have the right to apply any payments made first to late charges and fees until the same shall be paid in full and thereafter to other amounts due hereunder. If the interest rate specified in this Lease is higher than the rate permitted by law, the interest rate is hereby decreased to the maximum legal interest rate permitted by law.

8. **WORK DONE TO PREMISES.** Tenant shall notify Landlord in advance about repair construction, alterations or remodeling done to the Premises, including but not any work done to air conditioning or other equipment on the roof of premises, and shall not perform any such work without the written consent of Landlord which consent shall not be unreasonably withheld.

9. **GENERAL.** As and for a specific consideration for the granting of this Lease, it is agreed that:

- A. During all hours of operation while the Premises shall be open for business, an attendant over twenty-one (21) years of age will be continuously present at all such times.
- B. Tenant agrees to obey all applicable laws, regulations and ordinances applicable to the business conducted upon the premises.
- C. Tenant agrees to place no coin operated device on the premises which would violate any statute, ordinance or administrative code.

10. **PARKING AND COMMON FACILITIES.** Landlord covenants that the common and parking areas ("Common Areas") of the real property of which the Premises are a part (the "Center") shall be available for the non-exclusive use of Tenant, provided that the condemnation or other taking by any public authority, or sale in lieu of condemnation, of any or all of such common and parking areas shall not constitute a violation of this covenant. Landlord reserves the right to change the entrances, exits,

traffic lanes and the boundaries and locations of such parking area or areas. This Lease shall be subordinate to any agreement existing as of the date of this Lease or subsequently placed upon the real property of which the demised premises are a part, which agreement provides for reciprocal easements and restrictions pertaining to the common and parking areas, and in the event of conflict between the provisions of such agreement and this Lease, the provisions of said agreement shall prevail.

- A. Tenant, for the use and benefit of Tenant, its agents, employees, customers, licensees and subtenants, shall have the non-exclusive right in common with Landlord, and other present and future owners, tenants of the Center and their agents, employees, customers, licensees and subtenants, to use the Common Areas during the entire term of this Lease, or any extension thereof, for ingress and egress, roadway, sidewalk and automobile parking, provided however Tenant and Tenant's employees shall park their automobiles in those areas designated for employee parking, or at the written request of the owner of the Center ("Owner") shall park their automobiles outside of the shopping center.
- B. The Tenant, in the use of said Common Areas, agrees to comply with all reasonable rules and regulations that the Owner may adopt from time to time for the orderly and proper operation of the Common Areas.
- C. Current parking regulations are as follows:

**PARKING REGULATIONS
EFFECTIVE AS OF JUNE 1, 2002**

- 1. **No parking of non-operational vehicles.** It is illegal to leave non-operational vehicles, registered or unregistered, on a street or public thoroughfare or, absent consent of Owner, in the common areas. See LVMC § 11.24.010 and § 11.24.020. Such non-operational vehicles will be towed away at the expense of the vehicle owner.
- 2. **No parking in common areas during off-hours.** Parking in common areas, by customers, vendors, or others, are permitted only during operating hours.
- 3. **No parking in fire lanes.** Fire lanes or fire apparatus access roads are designated for authorized emergency vehicles and fire trucks. Unauthorized parking in fire lanes presents a safety problem, constitutes violations of Clark County Code §§ 13.04.140 and 14.40.030 and Las Vegas Municipal Code § 11.10.160.
- 4. **No parking outside of designated parking areas.** Parking is limited to those areas clearly designated for parking.

- 11. **USES PROHIBITED.** Tenant shall not use, or permit said premises, or

any part thereof, to be used for any purpose other than the purpose or purposes for which said premises are hereby leased. If Tenant uses the property in such a way so as to cause Owner's insurance rate to increase, Tenant shall be responsible for paying any such increase; nor shall Tenant sell or permit to be kept, used or sold in or about the Premises any property which may be prohibited by standard form of fire insurance policies. Tenant shall not use, store or dispose of any hazardous substances upon the premises, except use and storage of such substances if they are customarily used in Tenant's business, and such use and storage complies with all environmental laws. Hazardous substance means any hazardous waste, substance or toxic materials regulated under any environmental laws or regulations applicable to the property. Tenant shall, at his sole cost, comply with any and all requirements, pertaining to the use of said premises, of any insurance organization or company necessary for the maintenance of reasonable fire and public liability insurance, covering said building and appurtenances.

12. **ALTERATIONS AND FIXTURES.** Except as provided herein, Tenant shall not make or suffer to be made, any alterations of the demised premises, or any part thereof, without the prior written consent of Landlord, which shall not be unreasonably withheld, and any additions to, or alterations of, said premises, except movable furniture and trade fixtures, shall become at once a part of the realty. Any such alterations shall conform with the requirements of all municipal, state and federal authorities. In the event permission for alterations, additions, or remodeling of the demised premises is granted, and should the Tenant's use, alteration, addition, or remodeling of the demised premises, result in a tax increase for the building of which the demised premises are a part, Tenant shall pay annually any increase tax burden assessed using the tax period of 2004-2005 as the base for all computations.

13. **MAINTENANCE AND REPAIR.** Tenant shall, subject to Landlord's obligations hereinafter provided, at all times during the term hereof, and at Tenant's sole cost and expense, keep, maintain, and repair the building and other improvements upon the demised premises in good and sanitary order and condition (except as hereinafter provided) including without limitation, the maintenance and repair of any store front, doors, window casements, glazing, heating and air conditioning system (if any), plumbing, pipes, electrical wiring and conduits and the portion of the six foot sidewalk in front of, and the thirty foot, more or less, paved area in the rear of, the demised premises. Tenant shall also at its sole cost and expense be responsible for any alterations or improvements to the demised premises necessitated as a result of the requirement of any municipal, state or federal authority. Tenant hereby waives all right to make repairs at the expense of Landlord. By entering into the demised premises Tenant shall be deemed to have accepted the demised premises as being in good and sanitary order, condition and repair and Tenant agrees on the last day of said term or sooner termination of this Lease to surrender the demised premises with appurtenances, in the same condition as when received, reasonable use and wear thereof and damage by fire, act of God or by the elements excepted. Tenant shall periodically sweep and clean the sidewalks adjacent to the demised premises, as needed. In addition, Tenant shall:

- A. Tenant agrees to clean daily around the doorway of the premises,

both inside and outside, and shall from time to time when required, clean windows and floors.

- B. Store all trash and garbage within the demised premises in containers so located as to not create or permit any health or fire hazard and arrange for the regular removal thereof. No refuse, debris, waste or garbage shall be allowed to accumulate in any open area appurtenant to the demised premises. Tenant shall maintain a contract with Republic (or any other trash removal service licenced and authorized to do business in the City of Las Vegas) for the removal of all trash and garbage on at least a weekly basis.
- C. Refrain from burning any papers, trash or garbage of any kind in or about the demised premises.
- D. Refrain from overloading any floor in the demised premises.
- E. Refrain from using or permitting the use of any portion of the demised premises as living quarters, sleeping apartment, lodging rooms, or for any unlawful purpose.
- F. Refrain from keeping or displaying any merchandise or other object on or otherwise obstructing any sidewalks, walkways or areaways.
- G. Refrain from keeping or permitting the keeping of any animals of any kind in, about or upon the demised premises.
- H. Refrain from distributing any handbills or other advertising matter on or about the sidewalks, streets, passageways or common area within or surrounding the commercial center.
- I. Refrain from using or permitting the sidewalk adjacent to the demised premises to be used for any vending machine, amusement device, scale, newsstand, cigar stand, sidewalk shop or other business, occupancy, or undertaking.
- J. Refrain from parking, operating, loading or unloading any truck or other delivery vehicle on any part of the business center other than that portion thereof from time to time designated by Landlord.
- K. Refrain from using the plumbing facilities for any other purpose other than that for which they were constructed or disposing of any damaging or injurious substance therein.

- L. Tenant shall not commit, or suffer to be committed, any waste upon the demised premises, or any nuisance or other act or thing which may disturb the quiet enjoyment of any other Tenant in the building in which the demised premises may be located.
- M. Landlord shall, as herein provided, maintain in good repair the exterior sidewalks but shall not be required to make any repairs to said areas unless and until Tenant has notified Landlord in writing of the need for such repairs. Landlord shall have reasonable time to commence and complete the same.

14. **CONDITION UPON TERMINATION.** Upon the termination of the Lease, unless the same shall terminate upon sale of the Center, the Premises and the Business to the Tenant, Tenant shall surrender the Premises to Landlord, broom clean and in the same condition as received except for ordinary wear and tear which Tenant was not otherwise obligated to remedy under any provision of this Lease. All assets used in the Business and leased hereunder and all reserves, replacements or additions thereto, including but not limited to intangibles, goodwill, customer lists, inventory not less than \$200,000 and cash on hand of \$250,000 shall be returned to Landlord or shall become, as the case may be, the property of the Landlord, free and clear of any liens created by or in favor of Tenant. In addition, Landlord may require Tenant to remove any alterations, additions or improvements (whether or not made with Landlord's consent) prior to the expiration of the Lease and to restore the Property to its prior condition, all at Tenant's expense. All alterations, additions and improvements which Landlord has not required Tenant to remove shall become Landlord's property and shall be surrendered to Landlord upon the expiration or earlier termination of the Lease, except that Tenant may remove any of Tenant's machinery or equipment which can be removed without material damage to the Property. Tenant shall repair, at Tenant's expense, any damage to the Property caused by the removal of any such machinery or equipment. In no event, however, shall Tenant remove any of the following materials or equipment (which shall be deemed Landlord's property) without Landlord's prior written consent: any power wiring or power panels; lighting or lighting fixtures; wall coverings; drapes, blinds or other window coverings; carpets or other floor coverings; heaters or any other heating or air conditioning equipment; fencing or security gates; or other similar building operating equipment and decorations.

15. **COMPLIANCE WITH LAWS.** Tenant shall, at his sole cost and expense, comply with all of the requirements of all municipal, state and federal authorities now in force or which may hereafter be in force pertaining to the use of said premises, and shall faithfully observe in said use all municipal ordinances or rules and state and federal statutes now in force or which shall hereinafter be in force, the judgment of any court of competent jurisdiction, or the admission of Tenant in any action or proceeding by or against Tenant, whether Landlord be a party thereto or not, that Tenant has violated any such order or statute in said use, shall be conclusive of that fact as between the Landlord and Tenant.

16. **INSURANCE.** (a) Landlord shall maintain fire and extended coverage insurance throughout the term of this Lease in an amount equal to at least ninety (90%) percent of the replacement value of the building which includes the demised premises, together with such other insurance as may be required by Landlord's lender or by any governmental agency. Tenant hereby waives any right of recovery from Landlord, its officers and employees, and Landlord hereby waives any right of recovery from Tenant, its officers or employees, for any loss or damage (including consequential loss) resulting from any of the perils insured against in the standard form fire insurance policy with extended coverage endorsement. Tenant agrees to pay to Landlord its pro-rata share of the cost of said insurance to be determined by the relationship that the gross floor area of the demised premises bears to the total gross floor area of the building or buildings for which such policy relates. In addition should the Tenant's use, alteration, or remodeling of the demised premises, result in a rate increase for the building of which the demised premises are a part, Tenant shall pay annually on the anniversary date of this Lease, as additional rent, a sum equal to that of the additional premium occasioned by said rate increase.

(b) During the Lease Term, Tenant shall obtain insurance for all assets which are a part of the Business, including, leasehold improvement, furniture, fixtures or equipment and inventory or building improvements installed by Tenant on the Property. During the Lease Term, Tenant shall also maintain a rental income insurance policy, with loss payable to Landlord, in an amount equal to one year's Base Rent, plus estimated real property taxes and insurance premiums. Tenant shall be liable for the payment of any deductible amount under Tenant's insurance policies maintained. Tenant shall not do or permit anything to be done which invalidates any such insurance policies.

(c) Tenant shall pay all premiums for the insurance policies described here (whether obtained by Landlord or Tenant) within fifteen (15) days after Tenant's receipt of a copy of the premium statement or other evidence of the amount due, except Landlord shall pay all premiums for non-primary comprehensive public liability insurance which Landlord elects to. If insurance policies maintained by Landlord cover improvements on the Center, Landlord shall deliver to Tenant a statement of the premium applicable to the Property showing in reasonable detail how Tenant's share of the premium was computed. If the Lease Term expires before the expiration of an insurance policy maintained by Landlord, Tenant shall be liable for Tenant's prorated share of the insurance premiums.

(d) General Insurance Provisions.

(i) Any insurance which Tenant is required to maintain under this Lease shall include a provision which requires the insurance carrier to give Landlord not less than thirty (30) days written notice prior to any cancellation or modification of such coverage.

(ii) If Tenant fails to deliver any policy, certificate or renewal to Landlord required under this Lease within the prescribed time period or if any such policy is cancelled or modified during the Lease Term without Landlord's consent, Landlord may obtain such insurance, in

which case Tenant shall reimburse Landlord for the cost of such insurance within fifteen (15) days after receipt of a statement that indicates the cost of such insurance.

(iii) Tenant shall maintain all insurance required under this Lease with companies holding a "General Policy Rating" of A-12 or better, as set forth in the most current issue of "Best Key Rating Guide". Landlord and Tenant acknowledge the insurance markets are rapidly changing and that insurance in the form and amounts described herein may not be available in the future. Tenant acknowledges that the insurance described herein is for the primary benefit of Landlord. If at any time during the Lease Term, Tenant is unable to maintain the insurance required under the Lease, Tenant shall nevertheless maintain insurance coverage which is customary and commercially reasonable in the insurance industry for Tenant's type of business, as that coverage may change from time to time. Landlord makes no representation as to the adequacy of such insurance to protect Landlord's or Tenant's interests. Therefore, Tenant shall obtain any such additional property or liability insurance which Tenant deems necessary to protect Landlord and Tenant.

(iv) Unless prohibited under any applicable insurance policies maintained, Landlord and Tenant each hereby waive any and all rights of recovery against the other, or against the officers, employees, agents or representatives of the other, for loss of or damage to its property or the property of others under its control, if such loss or damage is covered by any insurance policy in force (whether or not described in this Lease) at the time of such loss or damage. Upon obtaining the required policies of insurance, Landlord and Tenant shall give notice to the insurance carriers of this mutual waiver of subrogation.

17. INDEMNIFICATION OF LANDLORD - LIABILITY INSURANCE BY TENANT. Tenant, as a material part of the consideration to be rendered to Landlord under this Lease, hereby waives all claims against Landlord and Owner for damage to goods, wares and merchandise, in, upon or about said premises and for injuries to persons in or about said premises, from any causes arising at any time, and Tenant will hold Landlord and Owner exempt and harmless from any damage or injury to any person, or the goods, wares, and merchandise of any person, arising from the use of the premises by Tenant, or from the failure of Tenant to keep the premises in good condition and repair, as herein provided.

During the entire term of this Lease, the Tenant shall, at the Tenant's sole cost and expense, but for the mutual benefit of Landlord, Owner and Tenant, maintain general public liability insurance against claims for personal injury, death or property damage occurring in, upon or about the demised premises and on any sidewalks directly adjacent to the demised premises. The limitation of liability of such insurance shall be not less than One Million and No/100 (\$1,000,000.00) Dollars in respect to injury or death of one person and to the limit of not less than Three Million and No/100 (\$3,000,000.00) Dollars in respect to any one accident and to the limit of not less than Two Hundred Fifty Thousand and No/100 (\$250,000.00) Dollars in respect to property damage. All such policies of insurance shall be issued in the name of Tenant, Landlord and Owner and for the mutual and joint benefit and protection of the parties, and such policies of insurance or copies thereof shall be delivered to the Landlord and Owner.

18. **INDEMNIFICATION OF TENANT - CLAIMS AND SUITS ARISING BEFORE EXECUTION OF LEASE.** Landlord, as a material part of the consideration to be rendered to Tenant under this Lease, hereby agrees to fully indemnify and hold harmless the Tenant from any and all cost, fee or judgment, irrespective of its type or origin, including all reasonable attorney's fees, resulting from any claim or suit that arose, accrued or originated before the execution of this Lease, irrespective of when the Tenant receives notice of such claim or suit. Such costs and fees shall be immediately due and payable upon notice of the same to Landlord, with the Tenant retaining the right to appoint counsel, but at no cost to him, in conjunction with the Landlord.

19. **FREE FROM LIENS.** Tenant shall keep the demised premises and the property in which the demised premises are situated free from any liens arising out of any work performed, material furnished, or obligation incurred by Tenant. Tenant shall take all reasonable steps necessary to remove any lien placed upon the property.

20. **ABANDONMENT.** Tenant shall not vacate or abandon the demised premises at any time during the term of this Lease; and if Tenant shall abandon, vacate or surrender the demised premises or be dispossessed by process of law, or otherwise, any personal property belonging to Tenant and left on the demised premises shall be deemed to be abandoned, at the option of landlord, except such property as may be mortgaged to Landlord.

21. **SIGNS AND AUCTIONS.** Tenant shall not place or permit to be placed any sign upon the exterior or in the windows of the demised premises without Landlord's prior written consent, nor shall Tenant change the color or exterior appearance of the demised premises without Landlord's prior written consent. Landlord will provide to Tenant an approved sign criteria drawing, which shall be submitted to Landlord for Landlord's written approval. Tenant agrees to install a sign in accordance with the approved sign construction drawing within thirty (30) days after the commencement of the term of this Lease.

Tenant shall not without Landlord's prior written consent display or sell merchandise outside the defined exterior walls and permanent doorways of the demised premises. Tenant shall not conduct or permit to be conducted any sale by auction in, upon or from the demised premises, whether said auction be voluntary, involuntary, pursuant to any assignment for the payment of creditors or pursuant to any bankruptcy or other solvency proceeding.

22. **UTILITIES.** Tenant shall pay before delinquency all charges for water, gas, heat, electricity, sewer, power, telephone service and all other services of utilities used in, upon, or about the demised premises by Tenant or any of its subtenants, licensees, or concessionaires during the term of this Lease. If any utility is not separately metered Tenant agrees to reimburse Landlord for the cost of said service.

23. **ENTRY AND INSPECTION.** Pursuant to the restrictions set forth in Article 35, Landlord may designate an agent or agents to enter into and upon the demised

premises at all reasonable times for the purpose of inspecting the same or for the purpose of maintaining the building in which said premises are situated, or for the purpose of making repairs, alterations or additions to any other portion of said building, including the erection and maintenance of such scaffolding, canopy, fences and props as may be required, or for the purpose of posting notices or non-liability for alterations, additions or repairs, or for the purpose of placing upon the property in which the premises are located any usual or ordinary "For Sale" signs. Landlord shall be permitted to do any of the above without any rebate of rent and without any liability to Tenant for any loss of occupation or quiet enjoyment of the premises thereby occasioned. Tenant shall permit Landlord, at any time within thirty (30) days prior to the expiration of this Lease, to place upon said premises any usual or ordinary "For Lease" signs and during such thirty (30) day period Landlord or his agents may, during normal business hours, enter upon said premises and exhibit same to prospective Tenants.

24. **DAMAGE AND DESTRUCTION OF PREMISES.** In the event of (a) partial destruction of said premises or the building containing same during said term which requires repairs to either said premises or said building, or (b) said premises or said building being declared unsafe or unfit for occupancy by any authorized public authority for any reason other than Tenant's act, use or occupation, which declaration requires repairs to either said premises or said building, Landlord shall forthwith make said repairs provided Tenant gives to Landlord thirty (30) days written notice of the necessity therefor. No such partial destruction (including any destruction necessary in order to make repairs required by any declaration made by any public authority) shall in any way annul or void this Lease except that Tenant shall be entitled to a proportionate reduction of minimum rental while such repairs are being made, such proportionate reduction to be based upon the extent to which the making of such repairs shall interfere with the business carried on by Tenant in said premises.

The foregoing to the contrary notwithstanding, if the building is damaged or destroyed at any time during the term hereof to an extent of more than twenty-five (25%) percent of its then replacement cost (excluding foundation(s)) as a result of a casualty not insured against, Landlord may within thirty (30) days following the date of such destruction terminate this Lease upon written notice to Tenant. For purposes of the preceding, any casualty which is only partially insured due to limits on insurance, exclusions from coverage or deductible shall be deemed a casualty not insured against. If Landlord does not elect to so terminate because of said uninsured casualty, Landlord shall promptly rebuild and repair said premises and Tenant's rental obligation shall be proportionately reduced as herein above provided.

25. **ASSIGNMENT AND SUBLETTING.** Except as provided for in any Purchase Agreement executed by the Parties, Tenant shall not assign this Lease, or any interest therein, and shall not sublet the demised premises or any part thereof, or any right or privilege appurtenant thereto, or permit any other person (the agents and servants of Tenant excepted) to occupy or use the demised premises, or any portion thereof, without first obtaining the written consent of Landlord.

The specific assignment, by written consent of the Landlord, to a single subletting, occupation or use by another person shall not be deemed to be a consent to any subsequent assignment, subletting, occupation or use by another person. Consent to an assignment shall not release the original named Tenant from liability for the continued performance of the terms and provisions on the part of Tenant to be kept and performed, unless Landlord specifically releases the original named Tenant from said liability.

Any assignment or subletting without the prior written consent of Landlord shall be void, and shall, at the option of Landlord terminate this Lease. Neither this Lease nor any interest therein shall be assignable, as to the interest of Tenant, by operation of law, without the prior written consent of Landlord.

It is explicitly agreed and understood that if the Tenant forms and/or hires an operator, or management team, this shall not constitute a sublease under this agreement.

26. **DEFAULT.** It is agreed that should Tenant be in default in any of the economic terms or conditions of this Lease, then while such default continues, Landlord shall have a lien, and neither the whole nor any part of the furniture, equipment, supplies or other property of Tenant located in the premises shall be removed therefrom, except with the written consent of Landlord first obtained, and Landlord shall have the right and privilege, at his option, to take and retain possession of said furniture, equipment and supplies, to store the same in such place or warehouse as may be selected by Landlord, at the expense and risk of Tenant.

Each of the following shall be deemed an Event of Default:

- A. Default in the payment of rent or other payments hereunder.
- B. Default in the performance or observance of any of the terms and condition of this Lease.
- C. Failure to keep the premises occupied and open for business on a 24 hour per day, seven day per week basis, except as required for remodeling, refurbishing or repairs.
- D. Abandonment of the premises.
- E. Filing or execution of a petition of bankruptcy by or against Tenant, to the extent said filing causes Tenant to fail to pay rent as due.
- F. Filing of a petition or answer seeking a reorganization, arrangement, composition, readjustment, liquidation, dissolution or other relief of the same or different kind under any provision of the Bankruptcy Act, to the extent said filing causes Tenant to fail to pay rent as due.

- G. Adjudication of Tenant as a bankrupt or insolvent, or insolvency in the bankruptcy equity sense, to the extent said adjudication causes either a failure to pay rent or the elimination of Landlord's security interest in Tenant's furniture, equipment or supplies.
- H. An assignment for the benefit of creditors whether by trust mortgage or otherwise, which has not been approved by Landlord; said approval not to be unreasonably withheld.
- I. A petition or other proceeding by or against the Tenant for, or the appointment of, a trustee, receiver, guardian, conservator or liquidator of Tenant with respect to all or substantially all of their property, to the extent said petition causes either a failure to pay rent or the elimination of Landlord's security interest in Tenant's furniture, equipment or supplies.
- J. A petition or other proceeding by or against Tenant for their dissolution or liquidation, or the taking of possession of the property of the Tenant by any governmental authority in connection with dissolution or liquidation, to the extent said petition causes either a failure to pay rent or the elimination of Landlord's security interest in Tenant's furniture, equipment or supplies.
- K. The taking by any person of the leasehold created thereby or any part thereof upon execution, attachment or other process of law or equity.

27. **DEFAULT REMEDIES.** Upon occurrence of any Event of Default, Landlord may, at his option, give Notice to Tenant that this Lease shall terminate upon the date specified in the notice, which date shall not be earlier than five (5) days after the giving of such notice, in addition to any other remedy or right given hereunder or by law.

In the event of Tenant's breach of any of the Articles or conditions contained in this agreement, the Landlord shall have, in addition to any and all remedies herein provided, the right at its option to collect not only the rent herein provided, but additional rent at the rate of one-thirtieth (1/30) of the minimum monthly rent herein provided for each and every day that the Tenant shall fail to conduct its business as herein provided said additional rent shall be deemed to be in lieu of any percentage rent that might have been earned during such period of the Tenant's failure to conduct its business as herein provided.

28. **REPOSSESSION.** Upon termination of this Lease as herein above provided, or pursuant to statute, or by summary proceedings or otherwise, Landlord may enter forthwith without further demand or notice upon any part of the premises in the name of the whole, if he has not therefore done so, and resume possession either by summary proceedings, or by action at law or in equity or by force or otherwise, as

Landlord may determine, without being liable in trespass or for any damages. In no event shall such reentry or resumption of possession or reletting as hereafter provided be deemed to be an acceptance or surrender of this Lease or a waiver of the rights or remedies of Landlord hereunder.

29. **RELETTING.** Upon termination of this Lease in any manner above provided, Landlord shall use reasonable efforts to relet the premises. Landlord shall be deemed to use reasonable efforts if he leases the whole or any part of the premises, separately or with other premises, for any period equal to or less than, or extending beyond, the remainder of the original term, for any sum or to any tenant or for any use it deems reasonably satisfactory or appropriate, and refusal to let to any person or for any use Landlord deems objectionable, or for any use not expressly permitted under Section 5 of this Lease.

30. **DAMAGES.** Upon termination of this Lease in any manner above provided, or by summary proceedings or otherwise, Tenant shall pay to Landlord forthwith without demand or notice the sum of the following:

- A. All rent, additional rent and other payments accrued to the date of such termination and a proportionate part of the rent otherwise payable for the month in which such termination occurs.
- B. The cost of making all repairs, and alterations required to be made by Tenant hereunder, and of performing all covenants of Tenant relating to the condition of the premises during the term and upon expiration or sooner termination of this Lease, such cost to be deemed prima facie to be the cost estimated by a reputable architect or contractor selected by Landlord or the amounts actually expended or incurred thereafter by Landlord.
- C. An amount equal to "liquidation damages".

"Liquidation Damages" mean an amount equal to the excess of the rent, additional rent and other payments reserved in this Lease, for the portion of the term remaining after termination of the Lease (hereinafter referred to as the "unexpired term") over the then fair and reasonable rental value of the premises for such period of the term.
- D. Cost of obtaining possession of the premises.
- E. Removal and storage of Tenant's or other occupant's property.
- F. Care, maintenance and repair of the premises while vacant.
- G. Reletting the whole or any part of the premises (which relating may be for a period of periods of time less than the unexpired term

hereof or extending beyond the term thereof.

H. The cost of restoring the premises to a rentable condition.

Such costs and expenses shall be deemed prima facie to be the amounts thereof invoiced to Landlord or actually expended or incurred therefor by Landlord.

31. **SURRENDER OF LEASE.** The voluntary or other surrender of this Lease by Tenant, or a mutual cancellation thereof, shall not work a merger, and shall, at the option of Landlord, terminate all or any existing subleases or subtenancies, or may, at the option of Landlord, operate as an assignment to him of any or all of such subleases or subtenancies.

32. **SALE OF PREMISES BY LANDLORD.** In the event of any sale of the Premises by Owner and/or a sale by Landlord of the Business, to any party other than the Tenant, purchaser shall be bound by all the terms and conditions of this Lease except that any such purchaser shall have the right, upon 30 days written notice, to terminate this Lease, in which case all amounts received as profit to the Tenant shall be calculated, up to and including the date of termination, and if such amounts total less than \$1,500,000, Tenant shall receive a lump sum payment upon the date of termination equal to the difference between such net sums already received and \$1,500,000. For purposes of the foregoing, profit shall include any and all payments, whether styled as management fees salaries or other compensation, paid by Tenant to any person or entity affiliated with Tenant or measured by the income of the Business.

33. **HOURS OF BUSINESS.** Subject to the provisions of Article 23 hereof, Tenant shall continuously during the entire term hereof conduct and carry on the Business in the Premises and shall keep the Premises open for business and cause the Business to be conducted therein to be open and operating on a 24 hour 7 day per week basis; provided, however, that this provision shall not apply if the demised premises should be closed and the business of Tenant temporarily discontinued therein on account of remodeling, refurbishing, repair, strikes, lockouts or similar causes beyond the reasonable control of Tenant.

34. **ESTOPPEL CERTIFICATES.** (a) Upon Landlord's written request, Tenant shall execute, acknowledge and deliver to Landlord a written statement certifying: (i) that none of the terms or provisions of this Lease have been changed (or if they have been changed, stating how they have been changed); (ii) that this Lease has not been cancelled or terminated; (iii) the last date of payment of the Base Rent and other charges and the time period covered by such payment; (iv) that Landlord is not in default under this Lease (or, if Landlord is claimed to be in default, stating why); and (v) such other representations or information with respect to Tenant or the Lease as Landlord may reasonably request or which any prospective purchaser or encumbrancer of the Property may require. Tenant shall deliver such statement to Landlord within ten (10) days after Landlord's request. Landlord may give any such statement by Tenant to any prospective purchaser or encumbrancer of the Property. Such purchaser or encumbrancer may rely conclusively upon such statement as true and correct.

(b) If Tenant does not deliver such statement to Landlord within such ten (10) day period, Landlord, and any prospective purchaser or encumbrancer, may conclusively presume and rely upon the following facts: (i) that the terms and provisions of this Lease have not been changed except as otherwise represented by Landlord; (ii) that this Lease has not been cancelled or terminated except as otherwise represented by Landlord; (iii) that not more than one month's Base Rent or other charges have been paid in advance; and (iv) that Landlord is not in default under the Lease. In such event, Tenant shall be estopped from denying the truth of such facts

35. **OPERATION OF BUSINESS.** Tenant shall, at its sole cost and expense, use its best efforts to obtain the required licenses to re-open the Business as soon as practicable in the circumstances. Upon obtaining such licenses and re-opening the Business, Tenant shall operate the Business as provided herein, as an exotic cabaret, and in accordance with all local, state and federal laws and regulations applicable thereto. Unless prohibited by any such law or regulation, Tenant shall assume all contracts of Landlord with all third party contractors, save and except for any and all employment contracts or agreements, in connection with the operation of the Business. Further, per the specific direction of the City of Las Vegas, no defendant, including but not limited to Fredrick Rizzollo, associated with Federal Court Cases Numbered: 2:06-cr-186-PMP-PAL-1, 2:06-cr-186-PMP-PAL-2, CR-S-05-0017-KJD(LRL), or any related case, shall be employed at or allowed upon the property.

36. **FEDERAL ACCESS.** Tenant acknowledges that the federal government has certain rights of access to the Premises and the books and records of the Business pursuant to a certain Plea Memorandum between the federal government and Landlord and Tenant agrees to all such provisions thereof.

37. **ATTORNEY'S FEES.** If Landlord is involuntarily made a party defendant to any litigation concerning this Lease or the demised premises by reason of any act or omission of Tenant, then, Tenant shall hold harmless landlord from all liabilities by reason thereof, including reasonable attorney's fees and all costs incurred by Landlord in such litigation.

If the tenant is involuntarily made a party defendant to any litigation concerning this lease or the demised premises by reason of any act or omission of landlord, then, landlord shall hold harmless tenant from all liabilities by reason thereof, including reasonable attorney's fees and all costs incurred by tenant in such litigation. If the tenant incurs any cost or fee related to any fine, fee, debt or cost, of any kind, or from any closure and/or restriction of or upon the business by any governmental, administrative or regulatory entity that is based, in whole or in part, upon any act, omission or conduct, or any allegation of any act, omission or conduct, that occurred before the execution of this lease, then, landlord shall hold harmless tenant from all liabilities, cost and/or fees, of any kind, by reason thereof, including reasonable attorney's fees and all costs incurred by tenant.

If either Landlord or Tenant shall commence any legal proceedings against the

other with respect to any of the terms and conditions of this Lease, the non-prevailing party therein shall pay to the other all expenses of said litigation, including a reasonable attorney's fee as may be fixed by the court having jurisdiction over the matter. The parties hereto agree that the State of Nevada is the proper jurisdiction for litigation of any matters relating to this Lease and service may be effectuated in any manner allowed by law.

38. **HOLDING OVER.** Tenant shall vacate the Property upon the expiration or earlier termination of this Lease. Tenant shall reimburse Landlord for and indemnify Landlord against all damages which Landlord incurs from Tenant's delay in vacating the Property. Any holding over after the expiration of this Lease, with the consent of Landlord, shall be construed to be a tenancy from month to month, cancelable upon thirty (30) days written notice, and at a rental which is increased by 25% and upon terms and conditions as existed during the last year of the term hereof.

39. **NOTICE.** Wherever in this Lease it shall be required or permitted that notice and demand be given or served by either party to this Lease to or on the other, such notice or demand shall be given or served and shall not be deemed to have been duly given or served unless in writing and forwarded by certified mail, addressed as follows:

Landlord:

Tenant:

THE POWER COMPANY, INC.
c/o Patti & Sgro, Ltd.
720 S. Seventh Street, Ste 300
Las Vegas, Nevada 89102

NEVADA RECEIVERSHIP
302 Carson Ave, Ste 802
Las Vegas, Nevada 89101

Either party may change such address by written notice by certified mail to the other.

40. **SUCCESSORS IN INTEREST.** The covenants herein contained shall, subject to the provisions as to assignment, apply to and bind the heirs, successors, executors, administrators and assigns of all the parties hereto, and all of the parties hereto shall be jointly and severally liable hereunder, save that any licensing obtained by the Tenant shall be non transferable without the Tenant's agreement in writing.

41. **TENANT'S PERFORMANCE.** In the event Tenant shall fail within any time limits which may be provided herein to complete any work or perform any other requirements provided to be performed by Tenant prior to the commencement of the term hereof, or in the event Tenant shall cause a delay in the completion of any work, Landlord may send Tenant written notice of said default and if said default is not corrected within ten (10) days thereafter, Landlord may by written notice prior to the curing of said default terminate this Lease. Landlord shall be entitled to retain as liquidated damages all deposits made hereunder and such improvements as Tenant may have annexed to the realty that cannot be removed without damage thereto.

42. **FORCE MAJEURE.** If either party hereto shall be delayed or prevented

from the performance of any act hereunder by reason of acts of God, strikes, lockouts, labor troubles, inability to procure materials, restrictive governmental laws or regulations, or any closure and/or restriction of or upon the business by any governmental, administrative or regulatory entity that is based, in whole or in part, upon any act, omission or conduct, or any allegation of any act, omission or conduct, that occurred before the execution of this lease, or other cause without fault and beyond the control of the party obligated (financial inability excepted), performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay; provided, however, nothing in this Article 41 contained shall excuse Tenant from the prompt payment of any rental or other charge required of Tenant hereunder except as may be expressly provided elsewhere in this Lease. Should any closure and/or restriction of or upon the business exceed thirty days in duration, the Tenant, at his discretion, may terminate this lease without penalty or cost.

43. **PARTIAL INVALIDITY.** If any term, covenant, condition of provision of this Lease is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereof.

44. **MARGINAL CAPTIONS.** The various headings and numbers herein and the grouping of the provisions of this Lease into separate Articles and paragraphs are for the purpose of convenience only and shall not be considered a part hereof.

45. **TIME.** Time is of the essence of this Lease.

46. **SUBORDINATION, ATTORNMENT.** This Lease, at Landlord's option, shall be subordinate to the lien of any first deed of trust or first mortgage subsequently placed upon the real property of which the demised premises are a part, and to any and all advances made on the security thereof, and to all renewals, modifications, consolidations, replacements and extensions thereof; provided, however, that as to the lien of any such deed of trust or mortgage Tenant's right to quiet possession of the premises shall not be disturbed if Tenant is not in default and so long as Tenant shall pay the rent and observe and perform all of the provisions of this Lease, unless this Lease is otherwise terminated pursuant to its terms. If any mortgagee, trustee or ground lessor shall elect to have this Lease prior to the lien of its mortgage, deed of trust, or ground lease, and shall give written notice thereof to Tenant, this Lease shall be deemed prior to such mortgage, deed of trust, or ground lease, whether this Lease is dated prior or subsequent to the date of said mortgage, deed of trust or ground lease or the date of recording thereof.

In the event any proceedings are brought for foreclosure, or in the event of the exercise of the power of sale under any mortgage or deed of trust made by the Landlord covering the demised premises, Tenant shall attorn to the purchaser upon any such foreclosure or sale and recognize such purchaser as the Landlord under this Lease.

Within ten (10) days after request therefor by Landlord, or in the event that

upon any sale, assignment, or hypothecation of the demised premises or the land thereunder by Landlord, an estoppel certificate and/or financial statement shall be requested of Tenant, Tenant agrees to deliver such financial statement, and to deliver such estoppel certificate (in recordable form) addressed to any such proposed mortgagee or purchaser or to the landlord certifying the requested information, including among other things the dates of commencement and termination of this Lease, the amounts of security deposits, and that this Lease is in full force and effect (if such be the case) and that there are no differences, offsets or defaults of Landlord, or noting such differences, offsets or defaults as actually exist. Tenant shall be liable for any loss or liability resulting from any incorrect information certified, and such mortgagee and purchaser shall have the right to rely on such estoppel certificate and financial statement.

47. **CONDEMNATION.** If the event of a condemnation or a transfer in lieu thereof twenty (20%) percent or more of the demised premises is taken, or in the event as a result of such taking or transfer in lieu thereof Landlord is unable to provide the parking required by Article 10 hereof, Landlord or Tenant may, upon written notice given within thirty (30) days after such taking or transfer in lieu thereof, terminate this Lease. Tenant shall not be entitled to share in any portion of the award and Tenant hereby expressly waives any right or claim to any part thereof. Tenant shall, however, have the right to claim and recover, only from the condemning authority (but not from Landlord) any amounts necessary to reimburse Tenant for the cost of removing stock and fixtures, moving the business, loss of business, et cetera.

48. **NO ORAL AGREEMENTS.** This Lease covers in full each and every agreement of every kind or nature whatsoever between the parties hereto concerning this Lease, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein and there are no oral agreements or implied covenants.

49. **HOLD HARMLESS.** Tenant agrees that Landlord shall in no event be liable in damages or otherwise to Tenant for any acts, conduct, negligence or carelessness, of any other tenant or tenants occupying other portions of the building within which the demised premises are located, and in this connection, Tenant specifically releases Landlord of and from all and any damages which Tenant may sustain by reason of the acts, conduct, negligence or carelessness of other occupants of said building or adjoining buildings wherein the demised premises are located.

50. **PURCHASE AGREEMENT.** In consideration of the foregoing tenancy, the Landlord, and all other parties in interest, hereby grant to Tenant an option to purchase the Center, Premises and Business pursuant to the terms of the Purchase and Sale Agreement attached hereto subject to the terms therein, and a right of first refusal as set forth in this Paragraph 50, which shall apply if Tenant does not exercise the option as provided in the Purchase and Sale Agreement. If Landlord and the Owner shall receive an offer from a third party to purchase the Business, Premises and the Center, Landlord and Owner shall, prior to accepting any such offer, give Tenant written notice of the applicable price, terms and conditions contained in such offer. Tenant shall have 72 hours from receipt of such written notice to agree, in a written notice to Landlord and Owner, to purchase the Center, Business and Premises at the price and on the terms and conditions

contained in such offer. If Tenant shall not give timely written notice agreeing to purchase the Center, Business and Premises, Landlord and Owner shall, thereafter, be free to enter into an agreement to sell the Center, Business and premises on substantially the same terms and conditions and at a price which is equal to or greater than the price contained in the notice to Tenant, and Tenant shall have no further rights hereunder. Tenant's rights under this paragraph shall terminate upon the occurrence of any Event of Default, notwithstanding any cure period or any cure.

IN WITNESS WHEREOF, the parties have duly executed this Lease together with the herein referred to Exhibits which are attached hereto, on the day and year first above written.

TENANT:

NEVADA RECEIVERSHIP, a Nevada
limited liability company

LANDLORD:

THE POWER COMPANY, INC. A
Nevada corporation

By: _____

By: _____

OPERATING SUBLEASE

12 THIS OPERATING SUBLEASE ("Lease") is made and entered into this day of October, 2006, by and between THE POWER COMPANY, Inc, a Nevada corporation. and Nevada Receivership, LLC, a Nevada limited liability company, hereinafter respectively referred to as Landlord and Tenant without regard to number or gender.

WITNESSETH

1. **LEASED PROPERTY.** The Leased hereunder includes the premises situated at 2476 Industrial Road, Las Vegas, Nevada, 89102 (the "Premises") together with operating assets and business of Landlord which are part of the business of Landlord operated under the name Crazy Horse Too (the "Business"). As used herein, the Business includes all furniture, fixtures and equipment, leasehold improvements, third party contracts, save and except any and all employment contracts or agreements, inventory and cash on hand totaling \$250,000. Tenant accepts the Business and the Premises in their condition as of the execution of the Lease, subject to all recorded matters, laws, ordinances, and governmental regulations and orders. Except as provided herein, Tenant acknowledges that neither Landlord nor any agent of Landlord has made any representation as to the condition of the Property or the suitability of the Property for Tenant's intended use. Tenant represents and warrants that Tenant has made its own inspection of and inquiry regarding the condition of the Property and is not relying on any representations of Landlord or any Broker with respect thereto.

2. **USE.** Landlord hereby subleases Premises and leases the Business to Tenant and Tenant hereby hires from Landlord the Premises and the Business for the purpose of operating a gentleman's club with liquor license as allowed by law and subject to the provisions hereof. Tenant acknowledges that the Business has not been operating since on or about September 6, 2006 and that, upon issuance to Tenant of a tavern license or temporary tavern license, Tenant shall immediately reopen the Business and keep and maintain the Business open and operating during the term of this Lease.

3. **TERM.** The term of this Sublease shall be one year subject the early termination provisions herein, but shall be contingent upon the Tenant obtaining a Liquor License from the City of Las Vegas as follows: if the Tenant does not obtain the Liquor License on October 4, 2006, he may at his discretion timely reapply for the same, but in any case the right to purchase the Center, the Premises and the Business pursuant to the terms of Article 50 shall survive the lease 90 for days; in the event that the Tenant does not obtain a Liquor License, he shall receive a one time payment of \$150,000, payable over 3 months, at \$50,000 per month, beginning at end of the 90 period.

4. **RENTAL.** Tenant shall pay to the Landlord as rental for the demised premises the sum of Four Hundred Thousand Dollars (\$400,000) per month, in advance, on the 1st day of each month in lawful money of The United States at such address as

Submitted at City Council
Date 10/18/06 Item 64/62

shall be supplied by the Landlord. Any rent not received within ten (10) days of the due date will be subject to late fee equal to Eight Thousand Dollars (\$8,000) and, after the tenth (10th) day, an additional late fee of One Thousand Dollars (\$1,000) per day. Should the tenancy commence subsequent to the first day of any month, such rents will be prorated, with a pro-rata reduction based upon the remaining full days left in that month.

5. **SECURITY DEPOSIT.** No Security Deposit shall be required.

6. **PERSONAL PROPERTY TAXES.** Tenant shall pay all taxes charged against the assets of the business, including but not limited to leasehold improvements, trade fixtures, furnishings, equipment, inventory or any other personal property leased hereunder or belonging to Tenant.

7. **INTEREST ON PAST DUE OBLIGATIONS.** Any amount owed by Tenant to Landlord which is not paid when due shall bear interest at the rate of fifteen percent (15%) per annum from the due date of such amount. However, interest shall not be payable on late charges to be paid by Tenant under this Lease. The payment of interest on such amounts shall not excuse or cure any default by Tenant under this Lease. In the event any amount is past due, Landlord shall have the right to apply any payments made first to late charges and fees until the same shall be paid in full and thereafter to other amounts due hereunder. If the interest rate specified in this Lease is higher than the rate permitted by law, the interest rate is hereby decreased to the maximum legal interest rate permitted by law.

8. **WORK DONE TO PREMISES.** Tenant shall notify Landlord in advance about repair construction, alterations or remodeling done to the Premises, including but not any work done to air conditioning or other equipment on the roof of premises, and shall not perform any such work without the written consent of Landlord which consent shall not be unreasonably withheld.

9. **GENERAL.** As and for a specific consideration for the granting of this Lease, it is agreed that:

- A. During all hours of operation while the Premises shall be open for business, an attendant over twenty-one (21) years of age will be continuously present at all such times.
- B. Tenant agrees to obey all applicable laws, regulations and ordinances applicable to the business conducted upon the premises.
- C. Tenant agrees to place no coin operated device on the premises which would violate any statute, ordinance or administrative code.

10. **PARKING AND COMMON FACILITIES.** Landlord covenants that the common and parking areas ("Common Areas") of the real property of which the Premises are a part (the "Center") shall be available for the non-exclusive use of Tenant, provided that the condemnation or other taking by any public authority, or sale in lieu of condemnation, of any or all of such common and parking areas shall not constitute a violation of this covenant. Landlord reserves the right to change the entrances, exits, traffic lanes and the boundaries and locations of such parking area or areas. This Lease shall be subordinate to any agreement existing as of the date of this Lease or subsequently placed upon the real property of which the demised premises are a part, which agreement provides for reciprocal easements and restrictions pertaining to the common and parking areas, and in the event of conflict between the provisions of such agreement and this Lease, the provisions of said agreement shall prevail.

- A. Tenant, for the use and benefit of Tenant, its agents, employees, customers, licensees and subtenants, shall have the non-exclusive right in common with Landlord, and other present and future owners, tenants of the Center and their agents, employees, customers, licensees and subtenants, to use the Common Areas during the entire term of this Lease, or any extension thereof, for ingress and egress, roadway, sidewalk and automobile parking, provided however Tenant and Tenant's employees shall park their automobiles in those areas designated for employee parking, or at the written request of the owner of the Center ("Owner") shall park their automobiles outside of the shopping center.
- B. The Tenant, in the use of said Common Areas, agrees to comply with all reasonable rules and regulations that the Owner may adopt from time to time for the orderly and proper operation of the Common Areas.
- C. Current parking regulations are as follows:

**PARKING REGULATIONS
EFFECTIVE AS OF JUNE 1, 2002**

- 1. **No parking of non-operational vehicles.** It is illegal to leave non-operational vehicles, registered or unregistered, on a street or public thoroughfare or, absent consent of Owner, in the common areas. See LVMC § 11.24.010 and § 11.24.020. Such non-operational vehicles will be towed away at the expense of the vehicle owner.
- 2. **No parking in common areas during off-hours.** Parking in common areas, by customers, vendors, or others, are permitted only during operating hours.

3. **No parking in fire lanes.** Fire lanes or fire apparatus access roads are designated for authorized emergency vehicles and fire trucks. Unauthorized parking in fire lanes presents a safety problem, constitutes violations of Clark County Code §§ 13.04.140 and 14.40.030 and Las Vegas Municipal Code § 11.10.160.

4. **No parking outside of designated parking areas.** Parking is limited to those areas clearly designated for parking.

11. **USES PROHIBITED.** Tenant shall not use, or permit said premises, or any part thereof, to be used for any purpose other than the purpose or purposes for which said premises are hereby leased. If Tenant uses the property in such a way so as to cause Owner's insurance rate to increase, Tenant shall be responsible for paying any such increase; nor shall Tenant sell or permit to be kept, used or sold in or about the Premises any property which may be prohibited by standard form of fire insurance policies. Tenant shall not use, store or dispose of any hazardous substances upon the premises, except use and storage of such substances if they are customarily used in Tenant's business, and such use and storage complies with all environmental laws. Hazardous substance means any hazardous waste, substance or toxic materials regulated under any environmental laws or regulations applicable to the property. Tenant shall, at his sole cost, comply with any and all requirements, pertaining to the use of said premises, of any insurance organization or company necessary for the maintenance of reasonable fire and public liability insurance, covering said building and appurtenances.

12. **ALTERATIONS AND FIXTURES.** Except as provided herein, Tenant shall not make or suffer to be made, any alterations of the demised premises, or any part thereof, without the prior written consent of Landlord, which shall not be unreasonably withheld, and any additions to, or alterations of, said premises, except movable furniture and trade fixtures, shall become at once a part of the realty. Any such alterations shall conform with the requirements of all municipal, state and federal authorities. In the event permission for alterations, additions, or remodeling of the demised premises is granted, and should the Tenant's use, alteration, addition, or remodeling of the demised premises, result in a tax increase for the building of which the demised premises are a part, Tenant shall pay annually any increase tax burden assessed using the tax period of 2004-2005 as the base for all computations.

13. **MAINTENANCE AND REPAIR.** Tenant shall, subject to Landlord's obligations hereinafter provided, at all times during the term hereof, and at Tenant's sole cost and expense, keep, maintain, and repair the building and other improvements upon the demised premises in good and sanitary order and condition (except as hereinafter provided) including without limitation, the maintenance and repair of any store front, doors, window casements, glazing, heating and air conditioning system (if any), plumbing, pipes, electrical wiring and conduits and the portion of the six foot sidewalk in front of, and the thirty foot, more or less, paved area in the rear of, the demised premises.

Tenant shall also at its sole cost and expense be responsible for any alterations or improvements to the demised premises necessitated as a result of the requirement of any municipal, state or federal authority. Tenant hereby waives all right to make repairs at the expense of Landlord. By entering into the demised premises Tenant shall be deemed to have accepted the demised premises as being in good and sanitary order, condition and repair and Tenant agrees on the last day of said term or sooner termination of this Lease to surrender the demised premises with appurtenances, in the same condition as when received, reasonable use and wear thereof and damage by fire, act of God or by the elements excepted. Tenant shall periodically sweep and clean the sidewalks adjacent to the demised premises, as needed. In addition, Tenant shall:

- A. Tenant agrees to clean daily around the doorway of the premises, both inside and outside, and shall from time to time when required, clean windows and floors.
- B. Store all trash and garbage within the demised premises in containers so located as to not create or permit any health or fire hazard and arrange for the regular removal thereof. No refuse, debris, waste or garbage shall be allowed to accumulate in any open area appurtenant to the demised premises. Tenant shall maintain a contract with Republic (or any other trash removal service licenced and authorized to do business in the City of Las Vegas) for the removal of all trash and garbage on at least a weekly basis.
- C. Refrain from burning any papers, trash or garbage of any kind in or about the demised premises.
- D. Refrain from overloading any floor in the demised premises.
- E. Refrain from using or permitting the use of any portion of the demised premises as living quarters, sleeping apartment, lodging rooms, or for any unlawful purpose.
- F. Refrain from keeping or displaying any merchandise or other object on or otherwise obstructing any sidewalks, walkways or areaways.
- G. Refrain from keeping or permitting the keeping of any animals of any kind in, about or upon the demised premises.
- H. Refrain from distributing any handbills or other advertising matter on or about the sidewalks, streets, passageways or common area

within or surrounding the commercial center.

- I. Refrain from using or permitting the sidewalk adjacent to the demised premises to be used for any vending machine, amusement device, scale, newsstand, cigar stand, sidewalk shop or other business, occupancy, or undertaking.
- J. Refrain from parking, operating, loading or unloading any truck or other delivery vehicle on any part of the business center other than that portion thereof from time to time designated by Landlord.
- K. Refrain from using the plumbing facilities for any other purpose other than that for which they were constructed or disposing of any damaging or injurious substance therein.
- L. Tenant shall not commit, or suffer to be committed, any waste upon the demised premises, or any nuisance or other act or thing which may disturb the quiet enjoyment of any other Tenant in the building in which the demised premises may be located.
- M. Landlord shall, as herein provided, maintain in good repair the exterior sidewalks but shall not be required to make any repairs to said areas unless and until Tenant has notified Landlord in writing of the need for such repairs. Landlord shall have reasonable time to commence and complete the same.

14. **CONDITION UPON TERMINATION.** Upon the termination of the Lease, unless the same shall terminate upon sale of the Center, the Premises and the Business to the Tenant, Tenant shall surrender the Premises to Landlord, broom clean and in the same condition as received except for ordinary wear and tear which Tenant was not otherwise obligated to remedy under any provision of this Lease. All assets used in the Business and leased hereunder and all reserves, replacements or additions thereto, including but not limited to intangibles, goodwill, customer lists, inventory not less than \$200,000 and cash on hand of \$250,000 shall be returned to Landlord or shall become, as the case may be, the property of the Landlord, free and clear of any liens created by or in favor of Tenant. In addition, Landlord may require Tenant to remove any alterations, additions or improvements (whether or not made with Landlord's consent) prior to the expiration of the Lease and to restore the Property to its prior condition, all at Tenant's expense. All alterations, additions and improvements which Landlord has not required Tenant to remove shall become Landlord's property and shall be surrendered to Landlord upon the expiration or earlier termination of the Lease, except that Tenant may remove any of Tenant's machinery or equipment which can be removed without material damage to the Property. Tenant shall repair, at Tenant's expense, any damage to the Property

caused by the removal of any such machinery or equipment. In no event, however, shall Tenant remove any of the following materials or equipment (which shall be deemed Landlord's property) without Landlord's prior written consent: any power wiring or power panels; lighting or lighting fixtures; wall coverings; drapes, blinds or other window coverings; carpets or other floor coverings; heaters or any other heating or air conditioning equipment; fencing or security gates; or other similar building operating equipment and decorations.

15. **COMPLIANCE WITH LAWS.** Tenant shall, at his sole cost and expense, comply with all of the requirements of all municipal, state and federal authorities now in force or which may hereafter be in force pertaining to the use of said premises, and shall faithfully observe in said use all municipal ordinances or rules and state and federal statutes now in force or which shall hereinafter be in force, the judgment of any court of competent jurisdiction, or the admission of Tenant in any action or proceeding by or against Tenant, whether Landlord be a party thereto or not, that Tenant has violated any such order or statute in said use, shall be conclusive of that fact as between the Landlord and Tenant.

16. **INSURANCE.** (a) Landlord shall maintain fire and extended coverage insurance throughout the term of this Lease in an amount equal to at least ninety (90%) percent of the replacement value of the building which includes the demised premises, together with such other insurance as may be required by Landlord's lender or by any governmental agency. Tenant hereby waives any right of recovery from Landlord, its officers and employees, and Landlord hereby waives any right of recovery from Tenant, its officers or employees, for any loss or damage (including consequential loss) resulting from any of the perils insured against in the standard form fire insurance policy with extended coverage endorsement. Tenant agrees to pay to Landlord its pro-rata share of the cost of said insurance to be determined by the relationship that the gross floor area of the demised premises bears to the total gross floor area of the building or buildings for which such policy relates. In addition should the Tenant's use, alteration, or remodeling of the demised premises, result in a rate increase for the building of which the demised premises are a part, Tenant shall pay annually on the anniversary date of this Lease, as additional rent, a sum equal to that of the additional premium occasioned by said rate increase.

(b) During the Lease Term, Tenant shall obtain insurance for all assets which are a part of the Business, including, leasehold improvement, furniture, fixtures or equipment and inventory or building improvements installed by Tenant on the Property. During the Lease Term, Tenant shall also maintain a rental income insurance policy, with loss payable to Landlord, in an amount equal to one year's Base Rent, plus estimated real property taxes and insurance premiums. Tenant shall be liable for the payment of any deductible amount under Tenant's insurance policies maintained. Tenant shall not do or permit anything to be done which invalidates any such insurance policies.

(c) Tenant shall pay all premiums for the insurance policies described here (whether obtained by Landlord or Tenant) within fifteen (15) days after Tenant's receipt of a copy of the premium statement or other evidence of the amount due, except Landlord shall pay all premiums for non-primary comprehensive public liability insurance which Landlord elects to. If insurance policies maintained by Landlord cover improvements on the Center, Landlord shall deliver to Tenant a statement of the premium applicable to the Property showing in reasonable detail how Tenant's share of the premium was computed. If the Lease Term expires before the expiration of an insurance policy maintained by Landlord, Tenant shall be liable for Tenant's prorated share of the insurance premiums.

(d) General Insurance Provisions.

(i) Any insurance which Tenant is required to maintain under this Lease shall include a provision which requires the insurance carrier to give Landlord not less than thirty (30) days written notice prior to any cancellation or modification of such coverage.

(ii) If Tenant fails to deliver any policy, certificate or renewal to Landlord required under this Lease within the prescribed time period or if any such policy is cancelled or modified during the Lease Term without Landlord's consent, Landlord may obtain such insurance, in which case Tenant shall reimburse Landlord for the cost of such insurance within fifteen (15) days after receipt of a statement that indicates the cost of such insurance.

(iii) Tenant shall maintain all insurance required under this Lease with companies holding a "General Policy Rating" of A-12 or better, as set forth in the most current issue of "Best Key Rating Guide". Landlord and Tenant acknowledge the insurance markets are rapidly changing and that insurance in the form and amounts described herein may not be available in the future. Tenant acknowledges that the insurance described herein is for the primary benefit of Landlord. If at any time during the Lease Term, Tenant is unable to maintain the insurance required under the Lease, Tenant shall nevertheless maintain insurance coverage which is customary and commercially reasonable in the insurance industry for Tenant's type of business, as that coverage may change from time to time. Landlord makes no representation as to the adequacy of such insurance to protect Landlord's or Tenant's interests. Therefore, Tenant shall obtain any such additional property or liability insurance which Tenant deems necessary to protect Landlord and Tenant.

(iv) Unless prohibited under any applicable insurance policies maintained, Landlord and Tenant each hereby waive any and all rights of recovery against the other, or against the officers, employees, agents or representatives of the other, for loss of or damage to its property or the property of others under its control, if such loss or damage is covered by any insurance policy in force (whether or not described in this Lease) at the time of such loss or damage. Upon obtaining the required policies of insurance, Landlord and Tenant shall give notice to the insurance carriers of this mutual waiver of subrogation.

17. **INDEMNIFICATION OF LANDLORD - LIABILITY INSURANCE BY TENANT.** Tenant, as a material part of the consideration to be rendered to Landlord under this Lease, hereby waives all claims against Landlord and Owner for damage to goods, wares and merchandise, in, upon or about said premises and for injuries to persons in or about said premises, from any causes arising at any time, and Tenant will hold Landlord and Owner exempt and harmless from any damage or injury to any person, or the goods, wares, and merchandise of any person, arising from the use of the premises by Tenant, or from the failure of Tenant to keep the premises in good condition and repair, as herein provided.

During the entire term of this Lease, the Tenant shall, at the Tenant's sole cost and expense, but for the mutual benefit of Landlord, Owner and Tenant, maintain general public liability insurance against claims for personal injury, death or property damage occurring in, upon or about the demised premises and on any sidewalks directly adjacent to the demised premises. The limitation of liability of such insurance shall be not less than One Million and No/100 (\$1,000,000.00) Dollars in respect to injury or death of one person and to the limit of not less than Three Million and No/100 (\$3,000,000.00) Dollars in respect to any one accident and to the limit of not less than Two Hundred Fifty Thousand and No/100 (\$250,000.00) Dollars in respect to property damage. All such policies of insurance shall be issued in the name of Tenant, Landlord and Owner and for the mutual and joint benefit and protection of the parties, and such policies of insurance or copies thereof shall be delivered to the Landlord and Owner.

18. **INDEMNIFICATION OF TENANT - CLAIMS AND SUITS ARISING BEFORE EXECUTION OF LEASE.** Landlord, as a material part of the consideration to be rendered to Tenant under this Lease, hereby agrees to fully indemnify and hold harmless the Tenant from any and all cost, fee or judgment, irrespective of its type or origin, including all reasonable attorney's fees, resulting from any claim or suit that arose, accrued or originated before the execution of this Lease, irrespective of when the Tenant receives notice of such claim or suit. Such costs and fees shall be immediately due and payable upon notice of the same to Landlord, with the Tenant retaining the right to appoint counsel, but at no cost to him, in conjunction with the Landlord.

19. **FREE FROM LIENS.** Tenant shall keep the demised premises and the property in which the demised premises are situated free from any liens arising out of any work performed, material furnished, or obligation incurred by Tenant. Tenant shall take all reasonable steps necessary to remove any lien placed upon the property.

20. **ABANDONMENT.** Tenant shall not vacate or abandon the demised premises at any time during the term of this Lease; and if Tenant shall abandon, vacate or surrender the demised premises or be dispossessed by process of law, or otherwise, any personal property belonging to Tenant and left on the demised premises shall be deemed to be abandoned, at the option of landlord, except such property as may be mortgaged to

Landlord.

21. **SIGNS AND AUCTIONS.** Tenant shall not place or permit to be placed any sign upon the exterior or in the windows of the demised premises without Landlord's prior written consent, nor shall Tenant change the color or exterior appearance of the demised premises without Landlord's prior written consent. Landlord will provide to Tenant an approved sign criteria drawing, which shall be submitted to Landlord for Landlord's written approval. Tenant agrees to install a sign in accordance with the approved sign construction drawing within thirty (30) days after the commencement of the term of this Lease.

Tenant shall not without Landlord's prior written consent display or sell merchandise outside the defined exterior walls and permanent doorways of the demised premises. Tenant shall not conduct or permit to be conducted any sale by auction in, upon or from the demised premises, whether said auction be voluntary, involuntary, pursuant to any assignment for the payment of creditors or pursuant to any bankruptcy or other solvency proceeding.

22. **UTILITIES.** Tenant shall pay before delinquency all charges for water, gas, heat, electricity, sewer, power, telephone service and all other services of utilities used in, upon, or about the demised premises by Tenant or any of its subtenants, licensees, or concessionaires during the term of this Lease. If any utility is not separately metered Tenant agrees to reimburse Landlord for the cost of said service.

23. **ENTRY AND INSPECTION.** Pursuant to the restrictions set forth in Article 35, Landlord may designate an agent or agents to enter into and upon the demised premises at all reasonable times for the purpose of inspecting the same or for the purpose of maintaining the building in which said premises are situated, or for the purpose of making repairs, alterations or additions to any other portion of said building, including the erection and maintenance of such scaffolding, canopy, fences and props as may be required, or for the purpose of posting notices or non-liability for alterations, additions or repairs, or for the purpose of placing upon the property in which the premises are located any usual or ordinary "For Sale" signs. Landlord shall be permitted to do any of the above without any rebate of rent and without any liability to Tenant for any loss of occupation or quiet enjoyment of the premises thereby occasioned. Tenant shall permit Landlord, at any time within thirty (30) days prior to the expiration of this Lease, to place upon said premises any usual or ordinary "For Lease" signs and during such thirty (30) day period Landlord or his agents may, during normal business hours, enter upon said premises and exhibit same to prospective Tenants.

24. **DAMAGE AND DESTRUCTION OF PREMISES.** In the event of (a) partial destruction of said premises or the building containing same during said term which requires repairs to either said premises or said building, or (b) said premises or said

building being declared unsafe or unfit for occupancy by any authorized public authority for any reason other than Tenant's act, use or occupation, which declaration requires repairs to either said premises or said building, Landlord shall forthwith make said repairs provided Tenant gives to Landlord thirty (30) days written notice of the necessity therefor. No such partial destruction (including any destruction necessary in order to make repairs required by any declaration made by any public authority) shall in any way annul or void this Lease except that Tenant shall be entitled to a proportionate reduction of minimum rental while such repairs are being made, such proportionate reduction to be based upon the extent to which the making of such repairs shall interfere with the business carried on by Tenant in said premises.

The foregoing to the contrary notwithstanding, if the building is damaged or destroyed at any time during the term hereof to an extent of more than twenty-five (25%) percent of its then replacement cost (excluding foundation(s)) as a result of a casualty not insured against, Landlord may within thirty (30) days following the date of such destruction terminate this Lease upon written notice to Tenant. For purposes of the preceding, any casualty which is only partially insured due to limits on insurance, exclusions from coverage or deductible shall be deemed a casualty not insured against. If Landlord does not elect to so terminate because of said uninsured casualty, Landlord shall promptly rebuild and repair said premises and Tenant's rental obligation shall be proportionately reduced as herein above provided.

25. **ASSIGNMENT AND SUBLETTING.** Except as provided for in any Purchase Agreement executed by the Parties, Tenant shall not assign this Lease, or any interest therein, and shall not sublet the demised premises or any part thereof, or any right or privilege appurtenant thereto, or permit any other person (the agents and servants of Tenant excepted) to occupy or use the demised premises, or any portion thereof, without first obtaining the written consent of Landlord.

The specific assignment, by written consent of the Landlord, to a single subletting, occupation or use by another person shall not be deemed to be a consent to any subsequent assignment, subletting, occupation or use by another person. Consent to an assignment shall not release the original named Tenant from liability for the continued performance of the terms and provisions on the part of Tenant to be kept and performed, unless Landlord specifically releases the original named Tenant from said liability.

Any assignment or subletting without the prior written consent of Landlord shall be void, and shall, at the option of Landlord terminate this Lease. Neither this Lease nor any interest therein shall be assignable, as to the interest of Tenant, by operation of law, without the prior written consent of Landlord.

It is explicitly agreed and understood that if the Tenant forms and/or hires an operator, or management team, this shall not constitute a sublease under this agreement.

26. **DEFAULT.** It is agreed that should Tenant be in default in any of the economic terms or conditions of this Lease, then while such default continues, Landlord shall have a lien, and neither the whole nor any part of the furniture, equipment, supplies or other property of Tenant located in the premises shall be removed therefrom, except with the written consent of Landlord first obtained, and Landlord shall have the right and privilege, at his option, to take and retain possession of said furniture, equipment and supplies, to store the same in such place or warehouse as may be selected by Landlord, at the expense and risk of Tenant.

Each of the following shall be deemed an Event of Default:

- A. Default in the payment of rent or other payments hereunder.
- B. Default in the performance or observance of any of the terms and condition of this Lease.
- C. Failure to keep the premises occupied and open for business on a 24 hour per day, seven day per week basis, except as required for remodeling, refurbishing or repairs.
- D. Abandonment of the premises.
- E. Filing or execution of a petition of bankruptcy by or against Tenant, to the extent said filing causes Tenant to fail to pay rent as due.
- F. Filing of a petition or answer seeking a reorganization, arrangement, composition, readjustment, liquidation, dissolution or other relief of the same or different kind under any provision of the Bankruptcy Act, to the extent said filing causes Tenant to fail to pay rent as due.
- G. Adjudication of Tenant as a bankrupt or insolvent, or insolvency in the bankruptcy equity sense, to the extent said adjudication causes either a failure to pay rent or the elimination of Landlord's security interest in Tenant's furniture, equipment or supplies.
- H. An assignment for the benefit of creditors whether by trust mortgage or otherwise, which has not been approved by Landlord; said approval not to be unreasonably withheld.
- I. A petition or other proceeding by or against the Tenant for, or the appointment of, a trustee, receiver, guardian, conservator or liquidator of Tenant with respect to all or substantially all of their

property, to the extent said petition causes either a failure to pay rent or the elimination of Landlord's security interest in Tenant's furniture, equipment or supplies.

- J. A petition or other proceeding by or against Tenant for their dissolution or liquidation, or the taking of possession of the property of the Tenant by any governmental authority in connection with dissolution or liquidation, to the extent said petition causes either a failure to pay rent or the elimination of Landlord's security interest in Tenant's furniture, equipment or supplies.
- K. The taking by any person of the leasehold created thereby or any part thereof upon execution, attachment or other process of law or equity.

27. **DEFAULT REMEDIES.** Upon occurrence of any Event of Default, Landlord may, at his option, give Notice to Tenant that this Lease shall terminate upon the date specified in the notice, which date shall not be earlier than five (5) days after the giving of such notice, in addition to any other remedy or right given hereunder or by law.

In the event of Tenant's breach of any of the Articles or conditions contained in this agreement, the Landlord shall have, in addition to any and all remedies herein provided, the right at its option to collect not only the rent herein provided, but additional rent at the rate of one-thirtieth (1/30) of the minimum monthly rent herein provided for each and every day that the Tenant shall fail to conduct its business as herein provided said additional rent shall be deemed to be in lieu of any percentage rent that might have been earned during such period of the Tenant's failure to conduct its business as herein provided.

28. **REPOSSESSION.** Upon termination of this Lease as herein above provided, or pursuant to statute, or by summary proceedings or otherwise, Landlord may enter forthwith without further demand or notice upon any part of the premises in the name of the whole, if he has not therefore done so, and resume possession either by summary proceedings, or by action at law or in equity or by force or otherwise, as Landlord may determine, without being liable in trespass or for any damages. In no event shall such reentry or resumption of possession or reletting as hereafter provided be deemed to be an acceptance or surrender of this Lease or a waiver of the rights or remedies of Landlord hereunder.

29. **RELETTING.** Upon termination of this Lease in any manner above provided, Landlord shall use reasonable efforts to relet the premises. Landlord shall be deemed to use reasonable efforts if he leases the whole or any part of the premises, separately or with other premises, for any period equal to or less than, or extending

beyond, the remainder of the original term, for any sum or to any tenant or for any use it deems reasonably satisfactory or appropriate, and refusal to let to any person or for any use Landlord deems objectionable, or for any use not expressly permitted under Section 5 of this Lease.

30. **DAMAGES.** Upon termination of this Lease in any manner above provided, or by summary proceedings or otherwise, Tenant shall pay to Landlord forthwith without demand or notice the sum of the following:

- A. All rent, additional rent and other payments accrued to the date of such termination and a proportionate part of the rent otherwise payable for the month in which such termination occurs.
- B. The cost of making all repairs, and alterations required to be made by Tenant hereunder, and of performing all covenants of Tenant relating to the condition of the premises during the term and upon expiration or sooner termination of this Lease, such cost to be deemed prima facie to be the cost estimated by a reputable architect or contractor selected by Landlord or the amounts actually expended or incurred thereafter by Landlord.
- C. An amount equal to "liquidation damages".

"Liquidation Damages" mean an amount equal to the excess of the rent, additional rent and other payments reserved in this Lease, for the portion of the term remaining after termination of the Lease (hereinafter referred to as the "unexpired term") over the then fair and reasonable rental value of the premises for such period of the term.
- D. Cost of obtaining possession of the premises.
- E. Removal and storage of Tenant's or other occupant's property.
- F. Care, maintenance and repair of the premises while vacant.
- G. Reletting the whole or any part of the premises (which relating may be for a period of periods of time less than the unexpired term hereof or extending beyond the term thereof).
- H. The cost of restoring the premises to a rentable condition.

Such costs and expenses shall be deemed prima facie to be the amounts thereof invoiced to Landlord or actually expended or incurred therefor by Landlord.

31. **SURRENDER OF LEASE.** The voluntary or other surrender of this Lease by Tenant, or a mutual cancellation thereof, shall not work a merger, and shall, at the option of Landlord, terminate all or any existing subleases or subtenancies, or may, at the option of Landlord, operate as an assignment to him of any or all of such subleases or subtenancies.

32. **SALE OF PREMISES BY LANDLORD.** In the event of any sale of the Premises by Owner and/or a sale by Landlord of the Business, to any party other than the Tenant, purchaser shall be bound by all the terms and conditions of this Lease except that any such purchaser shall have the right, upon 30 days written notice, to terminate this Lease, in which case all amounts received as profit to the Tenant shall be calculated, up to and including the date of termination, and if such amounts total less than \$1,500,000, Tenant shall receive a lump sum payment upon the date of termination equal to the difference between such net sums already received and \$1,500,000. For purposes of the foregoing, profit shall include any and all payments, whether styled as management fees salaries or other compensation, paid by Tenant to any person or entity affiliated with Tenant or measured by the income of the Business.

33. **HOURS OF BUSINESS.** Subject to the provisions of Article 23 hereof, Tenant shall continuously during the entire term hereof conduct and carry on the Business in the Premises and shall keep the Premises open for business and cause the Business to be conducted therein to be open and operating on a 24 hour 7 day per week basis; provided, however, that this provision shall not apply if the demised premises should be closed and the business of Tenant temporarily discontinued therein on account of remodeling, refurbishing, repair, strikes, lockouts or similar causes beyond the reasonable control of Tenant.

34. **ESTOPPEL CERTIFICATES.** (a) Upon Landlord's written request, Tenant shall execute, acknowledge and deliver to Landlord a written statement certifying: (i) that none of the terms or provisions of this Lease have been changed (or if they have been changed, stating how they have been changed); (ii) that this Lease has not been cancelled or terminated; (iii) the last date of payment of the Base Rent and other charges and the time period covered by such payment; (iv) that Landlord is not in default under this Lease (or, if Landlord is claimed to be in default, stating why); and (v) such other representations or information with respect to Tenant or the Lease as Landlord may reasonably request or which any prospective purchaser or encumbrancer of the Property may require. Tenant shall deliver such statement to Landlord within ten (10) days after Landlord's request. Landlord may give any such statement by Tenant to any prospective purchaser or encumbrancer of the Property. Such purchaser or encumbrancer may rely conclusively upon such statement as true and correct.

(b) If Tenant does not deliver such statement to Landlord within such ten (10) day period, Landlord, and any prospective purchaser or encumbrancer, may conclusively presume and rely upon the following facts: (i) that the terms and provisions of this Lease

have not been changed except as otherwise represented by Landlord; (ii) that this Lease has not been cancelled or terminated except as otherwise represented by Landlord; (iii) that not more than one month's Base Rent or other charges have been paid in advance; and (iv) that Landlord is not in default under the Lease. In such event, Tenant shall be estopped from denying the truth of such facts

35. **OPERATION OF BUSINESS.** Tenant shall, at its sole cost and expense, use its best efforts to obtain the required licenses to re-open the Business as soon as practicable in the circumstances. Upon obtaining such licenses and re-opening the Business, Tenant shall operate the Business as provided herein, as an exotic cabaret, and in accordance with all local, state and federal laws and regulations applicable thereto. Unless prohibited by any such law or regulation, Tenant shall assume all contracts of Landlord with all third party contractors, save and except for any and all employment contracts or agreements, in connection with the operation of the Business. No defendant, including but not limited to Fredrick Rizzollo, associated with Federal Court Cases Numbered: 2:06-cr-186-PMP-PAL, 2:06-cr-188-PMP-PAL, CR-S-05-0017-KJD(LRL), or any related case, shall be employed at or allowed upon the property.

36. **FEDERAL ACCESS.** Tenant acknowledges that the federal government has certain rights of access to the Premises and the books and records of the Business pursuant to a certain Plea Memorandum between the federal government and Landlord and Tenant agrees to all such provisions thereof.

37. **ATTORNEY'S FEES.** If Landlord is involuntarily made a party defendant to any litigation concerning this Lease or the demised premises by reason of any act or omission of Tenant, then, Tenant shall hold harmless landlord from all liabilities by reason thereof, including reasonable attorney's fees and all costs incurred by Landlord in such litigation.

If the tenant is involuntarily made a party defendant to any litigation concerning this lease or the demised premises by reason of any act or omission of landlord, then, landlord shall hold harmless tenant from all liabilities by reason thereof, including reasonable attorney's fees and all costs incurred by tenant in such litigation. If the tenant incurs any cost or fee related to any fine, fee, debt or cost, of any kind, or from any closure and/or restriction of or upon the business by any governmental, administrative or regulatory entity that is based, in whole or in part, upon any act, omission or conduct, or any allegation of any act, omission or conduct, that occurred before the execution of this lease, then, landlord shall hold harmless tenant from all liabilities, cost and/or fees, of any kind, by reason thereof, including reasonable attorney's fees and all costs incurred by tenant.

If either Landlord or Tenant shall commence any legal proceedings against the other with respect to any of the terms and conditions of this Lease, the non-prevailing party therein shall pay to the other all expenses of said litigation, including a reasonable

attorney's fee as may be fixed by the court having jurisdiction over the matter. The parties hereto agree that the State of Nevada is the proper jurisdiction for litigation of any matters relating to this Lease and service may be effectuated in any manner allowed by law.

38. **HOLDING OVER.** Tenant shall vacate the Property upon the expiration or earlier termination of this Lease. Tenant shall reimburse Landlord for and indemnify Landlord against all damages which Landlord incurs from Tenant's delay in vacating the Property. Any holding over after the expiration of this Lease, with the consent of Landlord, shall be construed to be a tenancy from month to month, cancelable upon thirty (30) days written notice, and at a rental which is increased by 25% and upon terms and conditions as existed during the last year of the term hereof.

39. **NOTICE.** Wherever in this Lease it shall be required or permitted that notice and demand be given or served by either party to this Lease to or on the other, such notice or demand shall be given or served and shall not be deemed to have been duly given or served unless in writing and forwarded by certified mail, addressed as follows:

Landlord:

THE POWER COMPANY, INC.
c/o Patti & Sgro, Ltd.
720 S. Seventh Street, Ste 300
Las Vegas, Nevada 89102

Tenant:

NEVADA RECEIVERSHIP
302 Carson Ave, Ste 802
Las Vegas, Nevada 89101

Either party may change such address by written notice by certified mail to the other.

40. **SUCCESSORS IN INTEREST.** The covenants herein contained shall, subject to the provisions as to assignment, apply to and bind the heirs, successors, executors, administrators and assigns of all the parties hereto, and all of the parties hereto shall be jointly and severally liable hereunder, save that any licensing obtained by the Tenant shall be non transferable without the Tenant's agreement in writing.

41. **TENANT'S PERFORMANCE.** In the event Tenant shall fail within any time limits which may be provided herein to complete any work or perform any other requirements provided to be performed by Tenant prior to the commencement of the term hereof, or in the event Tenant shall cause a delay in the completion of any work, Landlord may send Tenant written notice of said default and if said default is not corrected within ten (10) days thereafter, Landlord may by written notice prior to the curing of said default terminate this Lease. Landlord shall be entitled to retain as liquidated damages all deposits made hereunder and such improvements as Tenant may have annexed to the realty that cannot be removed without damage thereto.

42. **FORCE MAJEURE.** If either party hereto shall be delayed or prevented

from the performance of any act hereunder by reason of acts of God, strikes, lockouts, labor troubles, inability to procure materials, restrictive governmental laws or regulations, or any closure and/or restriction of or upon the business by any governmental, administrative or regulatory entity that is based, in whole or in part, upon any act, omission or conduct, or any allegation of any act, omission or conduct, that occurred before the execution of this lease, or other cause without fault and beyond the control of the party obligated (financial inability excepted), performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay; provided, however, nothing in this Article 41 contained shall excuse Tenant from the prompt payment of any rental or other charge required of Tenant hereunder except as may be expressly provided elsewhere in this Lease. Should any closure and/or restriction of or upon the business exceed thirty days in duration, the Tenant, at his discretion, may terminate this lease without penalty or cost.

43. **PARTIAL INVALIDITY.** If any term, covenant, condition or provision of this Lease is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereof.

44. **MARGINAL CAPTIONS.** The various headings and numbers herein and the grouping of the provisions of this Lease into separate Articles and paragraphs are for the purpose of convenience only and shall not be considered a part hereof.

45. **TIME.** Time is of the essence of this Lease.

46. **SUBORDINATION, ATTORNMENT.** This Lease, at Landlord's option, shall be subordinate to the lien of any first deed of trust or first mortgage subsequently placed upon the real property of which the demised premises are a part, and to any and all advances made on the security thereof, and to all renewals, modifications, consolidations, replacements and extensions thereof; provided, however, that as to the lien of any such deed of trust or mortgage Tenant's right to quiet possession of the premises shall not be disturbed if Tenant is not in default and so long as Tenant shall pay the rent and observe and perform all of the provisions of this Lease, unless this Lease is otherwise terminated pursuant to its terms. If any mortgagee, trustee or ground lessor shall elect to have this Lease prior to the lien of its mortgage, deed of trust, or ground lease, and shall give written notice thereof to Tenant, this Lease shall be deemed prior to such mortgage, deed of trust, or ground lease, whether this Lease is dated prior or subsequent to the date of said mortgage, deed of trust or ground lease or the date of recording thereof.

In the event any proceedings are brought for foreclosure, or in the event of the exercise of the power of sale under any mortgage or deed of trust made by the Landlord covering the demised premises, Tenant shall attorn to the purchaser upon any

such foreclosure or sale and recognize such purchaser as the Landlord under this Lease.

Within ten (10) days after request therefor by Landlord, or in the event that upon any sale, assignment, or hypothecation of the demised premises or the land thereunder by Landlord, an estoppel certificate and/or financial statement shall be requested of Tenant, Tenant agrees to deliver such financial statement, and to deliver such estoppel certificate (in recordable form) addressed to any such proposed mortgagee or purchaser or to the landlord certifying the requested information, including among other things the dates of commencement and termination of this Lease, the amounts of security deposits, and that this Lease is in full force and effect (if such be the case) and that there are no differences, offsets or defaults of Landlord, or noting such differences, offsets or defaults as actually exist. Tenant shall be liable for any loss or liability resulting from any incorrect information certified, and such mortgagee and purchaser shall have the right to rely on such estoppel certificate and financial statement.

47. **CONDEMNATION.** If the event of a condemnation or a transfer in lieu thereof twenty (20%) percent or more of the demised premises is taken, or in the event as a result of such taking or transfer in lieu thereof Landlord is unable to provide the parking required by Article 10 hereof, Landlord or Tenant may, upon written notice given within thirty (30) days after such taking or transfer in lieu thereof, terminate this Lease. Tenant shall not be entitled to share in any portion of the award and Tenant hereby expressly waives any right or claim to any part thereof. Tenant shall, however, have the right to claim and recover, only from the condemning authority (but not from Landlord) any amounts necessary to reimburse Tenant for the cost of removing stock and fixtures, moving the business, loss of business, et cetera.

48. **NO ORAL AGREEMENTS.** This Lease covers in full each and every agreement of every kind or nature whatsoever between the parties hereto concerning this Lease, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein and there are no oral agreements or implied covenants.

49. **HOLD HARMLESS.** Tenant agrees that Landlord shall in no event be liable in damages or otherwise to Tenant for any acts, conduct, negligence or carelessness, of any other tenant or tenants occupying other portions of the building within which the demised premises are located, and in this connection, Tenant specifically releases Landlord of and from all and any damages which Tenant may sustain by reason of the acts, conduct, negligence or carelessness of other occupants of said building or adjoining buildings wherein the demised premises are located.

50. **PURCHASE AGREEMENT.** In consideration of the foregoing tenancy, the Landlord, and all other parties in interest, hereby grant to Tenant an option to purchase the Center, Premises and Business pursuant to the terms of the Purchase and Sale Agreement attached hereto subject to the terms therein, and a right of first refusal as set forth in this Paragraph 50, which shall apply if Tenant does not exercise the option as

set forth in this Paragraph 50, which shall apply if Tenant does not exercise the option as provided in the Purchase and Sale Agreement. If Landlord and the Owner shall receive an offer from a third party to purchase the Business, Premises and the Center, Landlord and Owner shall, prior to accepting any such offer, give Tenant written notice of the applicable price, terms and conditions contained in such offer. Tenant shall have 72 hours from receipt of such written notice to agree, in a written notice to Landlord and Owner, to purchase the Center, Business and Premises at the price and on the terms and conditions contained in such offer. If Tenant shall not give timely written notice agreeing to purchase the Center, Business and Premises, Landlord and Owner shall, thereafter, be free to enter into an agreement to sell the Center, Business and premises on substantially the same terms and conditions and at a price which is equal to or greater than the price contained in the notice to Tenant, and Tenant shall have no further rights hereunder. Tenant's rights under this paragraph shall terminate upon the occurrence of any Event of Default, notwithstanding any cure period or any cure.

IN WITNESS WHEREOF, the parties have duly executed this Lease together with the herein referred to Exhibits which are attached hereto, on the day and year first above written.

TENANT:

NEVADA RECEIVERSHIP, a Nevada
limited liability company

By: Michael Signorelli

LANDLORD:

THE POWER COMPANY, INC. A
Nevada corporation

By: Ph. Ejil

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement ("Agreement") is made and entered into as of this 12 day of October, 2006 ("Effective Date"), by and between RicRiz, LLC, a Nevada Limited Liability Company ("RicRiz"), and The Power Company, a Nevada Corporation ("Power Company"). (RicRiz and Power Company are referred to jointly herein as "Seller"), and Nevada Receivership, LLC, or Assignee ("Buyer").

RECITALS

A. RicRiz is the owner of certain real property located in the City of Las Vegas, County of Clark, State of Nevada, situated at 2440-2497 Industrial Road, Las Vegas, NV, consisting of approximately 2.65 acres, with Assessor's parcel number 162-04-407-001, which is more particularly described in Exhibit "A" ("Land"), and the related buildings, improvements, appurtenances, and certain related personal and intangible property ("Improvements"). (The Land and Improvements are referred to jointly as the "Real Property").

B. Power Company is the owner of a certain business operated under the name Crazy Horse Too, and all tangible and intangible assets, leasehold improvements, furniture, fixtures and equipment located at or used on the Real Property in connection with the operation of the Crazy Horse Too (the business, assets, leasehold improvements, furniture fixtures and equipment, and cash on hand are referred to herein as the "Business"). (The Real Property and the Business are referred to herein as the "Property.")

C. Seller desires to sell and Buyer, contingent upon obtaining a permanent liquor license, and as a condition precedent to any purchase of the Property, desires an option to purchase the Property, including the Real Property and the Business, as specifically described below.

AGREEMENT OF SALE

1.01 Purchase and Sale. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller agrees to sell the Property and hereby grants to Buyer, the option to purchase the property under the terms and conditions of this Agreement.

1.02 Purchase Price. The full purchase price for the Property is Forty-five Million Dollars (\$45,000,000), (the "Purchase Price") and is payable in accordance with this Article 1. Upon exercise of its option, Buyer shall deposit into Escrow a copy of this Agreement and the Deposit (as herein after defined). The balance of the Purchase Price shall be due and payable at the Closing (as hereinafter defined). The delivery of a copy of this Agreement shall be deemed the Opening of Escrow and Escrow Holder (as hereinafter defined) shall immediately deliver to Buyer and Seller a notice reflecting the date thereof.

1.03 Deposit. Buyer shall, concurrent with exercising its option, make as a deposit with Escrow Holder (as hereinafter defined), against the Purchase Price, in the sum of Three Hundred Thousand Dollars (\$300,000), (the "Deposit"). The Deposit shall be in cash, by cashier's check payable to the Escrow Holder, or secured by an amount of stock equal in value to this amount (Key

Hospitality Stock), or by electronic transfer of federal funds. The Escrow Holder shall hold the Deposit in an escrow account, with interest accruing on the Deposit, to be added to the Deposit and held as provided herein. At Closing, the Deposit shall be credited against the Purchase Price and shall be paid to Seller together with the balance of the Purchase Price due at Closing. If this Agreement terminates for any reason except Seller's default or termination by Buyer for failure of the title contingencies or election to terminate due to a Condemnation (as hereinafter defined) pursuant to the provisions of Paragraphs 2.03, 3.03, or 9.01 below, the Escrow Holder shall pay the Deposit and all interest accrued thereon to Seller. If this Agreement terminates as a result of Seller's default hereunder, including its failure to timely perform its obligations hereunder, the Deposit and all interest accrued thereon, shall be paid to Buyer.

1.04 Exercise of Option. Buyer shall exercise its option to purchase the Property by delivering to Seller written notice of Buyer's exercise ("Notice of Exercise"), which notice shall be delivered not later than 90 days after the granting of the Liquor License to Buyer. Upon the giving of such notice, Buyer shall be obligated to purchase the Property on the terms and conditions set forth herein.

1.05 Payment of Balance. Buyer agrees to pay, or cause to be paid, the balance of the Purchase Price (i.e. the total Purchase Price less the Deposit) to Seller through the Escrow by depositing cash or a certified cashier's check payable to the Escrow Holder, or by electronic transfer of federal funds, which shall be delivered to the Escrow Holder at Closing. (For purposes of this Agreement, a business day is any day on which the courts in Clark County, Las Vegas are open). Notwithstanding the foregoing, Buyer may pay up to Five Million Dollars (\$5,000,000) of the purchase price by delivering to Seller, through Escrow, at Closing, Buyer's promissory note in the form of Exhibit B attached hereto.

1.06 Allocation of Purchase Price. The Purchase Price shall be allocated among various assets constituting the Property in accordance with an Exhibit "C" (Allocation of Purchase Price) to be negotiated by the parties in good faith, which exhibit shall be prepared in the manner required by §1060 of the Internal Revenue Code of 1986 (Code), as amended, and attached to this Agreement at least five (5) days before the Closing. Seller and Buyer agree to prepare and file all federal, state, local, and foreign tax returns and other filings reflecting this transaction on a basis consistent with such allocation, and to cooperate with each other in good faith in preparing any and all statements required to be included in their respective tax returns, including Internal Revenue Service (IRS) Form 8594 and any required exhibits to the tax returns (or other forms required under §1060 of the Code, or other applicable tax laws) reflecting such allocation. Seller and Buyer further agree that they shall not make any inconsistent written statement or take any inconsistent position on any tax returns, in any refund claim, or during the course of any IRS or other tax audit, so long as there exists a reasonable basis in law to maintain the position reflected by such allocation. Each party shall notify the other party if it receives notice that the IRS or any other taxing authority proposes any allocation that is different from the allocation set forth on the Allocation of Purchase Price.

1.07 Agreements. By giving the Notice of Exercise, Buyer acknowledges receipt of copies of certain written agreements, service contracts, and other documents that affect the Property including, without limitation, a rent roll of all leases affecting the Real Property, financial statements regarding the Business, income tax returns for the Business for 2004 and 2005, any agreements

relating to insurance, service, operation, repair, supply, advertising, promotion, sale, leasing, or management of the Property or the use of the common facilities which are not terminable at will and which survive the Closing by more than 90 days (referred to herein as the "Disclosure Materials").

2. Title Matters

2.01 Preliminary Report. Within three (3) days after the Opening of Escrow, Escrow Holder shall deliver to Buyer, with a copy to Seller, a preliminary title report (Preliminary Report) dated no earlier than the August 15, 2006, covering the Real Property and issued by Nevada Title Company ("Title Company"), together with a legible copy of all exceptions to title shown in the Preliminary Report.

2.02 Approval of Title. Buyer's obligation to purchase the Property is expressly conditioned on Buyer's approval of the condition of title of the Real Property. Buyer shall be deemed to have approved the condition of title of the Real Property unless Buyer shall give written notice of disapproval of any matter shown on the Preliminary Report, which written notice must be given within twenty (20) days after the receipt of the Preliminary Report ("Disapproval Notice"). The Disapproval Notice shall specify the matters which Buyer disapproves. Notwithstanding the foregoing, Buyer shall be deemed to have approved and shall not disapprove the preprinted exceptions on the Preliminary Report, all real property taxes and assessments not yet delinquent (which shall be subject to proration as herein below provided), and all other monetary liens (which are deemed disapproved and which shall be paid in full at or prior to the Closing). All matters not disapproved are referred to herein as the "Permitted Exceptions." All matters to which Buyer shall timely disapprove are referred to herein as "Title Objections."

2.03 Title Objections. If Buyer shall timely disapprove of any title matter in a Disapproval Notice, Seller shall, within ten (10) days after delivery of the Disapproval Notice, specify in writing to Buyer (the "Cure Notice") which, if any, Title Objections Seller will remove or cure prior to the Closing. In the event that the Cure Notice does not provide for cure or removal of all Title Objections, Buyer may, by written notice to Seller within five (5) days after the Cure Notice ("Termination Notice"), terminate this Agreement. If Seller has not agreed to remove or cure all Title Objections and Buyer has not timely given a Termination Notice, Seller shall be deemed to have approved all title matters, except those title matters which are contained in the Disapproval Notice and which Seller has agreed to remove or cure, and such approved title matters shall be included in the Permitted Exceptions.

3. Due Diligence

3.01 Due Diligence. Upon exercise of the option described herein, it is agreed and understood that the Buyer has reviewed the Disclosure Materials to Buyer's satisfaction and has conducted such inspections of the Real Property and the Business as he deems necessary and appropriate and, subject only to the conditions referred to in Paragraph 3.03, below, and is satisfied with and approves the Property, the condition of the Real Property and all other matters concerning the Property, and all economic, financial, and accounting matters relating to or affecting the Business or its value, and the physical and environmental condition of the Real Property.

3.02 Assumption of Risk. Subject to the right to approve title and further subject to the conditions referred to in Paragraph 3.03, below, Buyer hereby accepts the Property in its present condition. Buyer agrees that Seller has provided to Buyer all information regarding the Property requested by Seller and that Buyer waives any and all rights which might otherwise arise from further investigation of the Property. Buyer assumes any and all risk that an adverse condition of or relating to the Property may not have been revealed by Buyer's inspections and investigations. Buyer, upon Buyer's failure to give a timely Disapproval Notice or upon Buyer's failure to give a timely Notice of Termination, shall be deemed to have accepted the Property in its as is condition as relates to the physical condition, any defects therein, the fitness of the Property for Buyer's purposes and all other matters. Seller shall have no obligation to repair, correct, or compensate Buyer for any condition of the Property, including defects in the Improvements, noncompliance with applicable laws and regulations, including without limitation zoning laws, building codes, and the Americans with Disabilities Act, whether or not such condition of the Property would have been disclosed by additional due diligence by Buyer or further disclosure by Seller, unless Seller fails to disclose any known defect or condition.

3.03 Termination for Failure of a Contingency. If this Agreement is terminated or deemed to be terminated for failure of the title contingency as described in Paragraph 2.03, or as provided in Paragraph 9.01, then immediately on written notice from Buyer, Escrow Holder shall refund the Deposit, together with interest thereon, to Buyer, without offset for any charges or claims, except for cancellation fees or other costs of the Escrow Holder or the Title Company resulting from this termination for failure of a contingency, which fees and costs shall be borne equally by Seller and Buyer, and each party shall pay its own expenses

4. SELLER'S PRE-CLOSING COVENANTS

4.01 No Amendment or Agreements. On or after the Effective Date, Seller shall not (a) amend or waive any right under any contract or agreement which is part of the Disclosure Materials and which amendment or waiver is reasonably likely to have a substantial effect on the obligations of Buyer under such contract or agreement after the Closing or (b) enter into any lease or other agreement of any type affecting the Property that would survive the Closing, without Buyer's prior written consent, which consent shall not be unreasonably delayed or withheld.

4.02 Insurance. Through the Closing, Seller shall maintain or cause to be maintained in full force and effect comprehensive general liability casualty and other insurance on the Property in an amount comparable to the insurance maintained on the Property on the Effective Date.

4.03 Maintenance and Operation. Except as otherwise provided in the operating Lease Sublease executed by the Parties, Seller, at its sole cost and expense, shall keep the Property such that on the Closing Date the Property is in at least as good condition and repair as on the Effective Date, reasonable wear and tear excepted. Seller may not make any substantial alterations to the Property without Buyer's prior written consent, which consent shall not be unreasonably delayed or withheld.

4.04 Existing financing. Seller shall not permit any default, or any event that could give rise

to a default with lapse of time or notice, to occur under any existing loan secured by the Property or other financing encumbering the Property.

4.05 Licenses and Permits. Seller shall use due diligence and its best efforts to keep in full force and effect, and shall renew, when necessary, all licenses and permits for the Property.

4.06 Access to Property. Buyer and Buyer's representatives, agents, and designees shall have the right at all reasonable times until Closing to enter the Property.

4.07 Notification. Seller shall promptly notify Buyer of any material change in any condition with respect to the Property or of any material event or circumstance that makes any representation or warranty of Seller under this Agreement untrue or misleading.

4.08 Estoppel Certificates. Seller agrees to use reasonable efforts to obtain estoppel certificates from each tenant of the Real Property.

5. REPRESENTATIONS AND WARRANTIES

5.01 Seller's Representations and Warranties. Seller hereby represents and warrants that each of the following is true, to the best of Seller's knowledge, as of the Effective Date and the Closing Date:

(a) Condition of the Property. The Real Property is free of any physical or mechanical defects which materially affect the usability of the Improvements and all building systems in the Improvements (including without limitation heating, ventilating, air-conditioning, elevator, and other mechanical, electrical, sprinkler, life safety, and plumbing systems) are in good order and repair.

(b) Compliance With Laws. Neither the Property nor its operation violates in any way any applicable laws, ordinances, rules, regulations, judgments, orders, or covenants, conditions and restrictions, whether federal, state, local, foreign or private, including without limitation the Americans with Disabilities Act and all life safety requirements. The Improvements are not in violation of any applicable building or zoning codes, building moratorium or environmental protection codes, laws, regulations, or ordinances. The zoning of the Property permits the current Improvements and use of the Real Property, there is no pending or contemplated rezoning.

(c) Documents. All Disclosure material delivered to Buyer under Paragraph 1.07, and all other documents delivered to Buyer by or on behalf of Seller, are true, correct, and complete copies of what they purport to be.

(d) Leases. The Rent Roll referred to in Paragraph 1.07 is true, correct, and complete as of the date thereof. Seller has delivered to Buyer true, accurate, and complete copies of all Leases affecting the Real Property, and there are no leases, subleases, occupancies, or tenancies in effect pertaining to the Property except as stated in the Rent Roll. The Leases are in full force and effect; no party to the Leases is in default under the Leases; and the

Leases are subject to no defenses, setoffs, or counterclaims for the benefit of the tenants under the Leases; and no rent has been prepaid nor concessions given to the tenants under the Leases except as disclosed in the Leases. Seller has no notice or knowledge that any tenant of the Property is the subject of a bankruptcy or insolvency proceeding. Seller is in full compliance with all of the landlord's obligations under the Leases. The foregoing is modified as it relates to the Barrier tenancy, in that there are ongoing disputes with such tenant and Buyer has had the opportunity to review that matter and no representation is made hereunder with respect thereto.

(e) Operating Statements. All operating statements furnished to Buyer in connection with or under this Agreement (a) are true and correct in all material respects, (b) have been prepared in conformity with generally accepted accounting principles consistently applied and (c) fairly present the financial position of the Property.

(f) Litigation. Other than as relates to the Barrier tenancy, ongoing matters before the City Council of the City of Las Vegas relating to The Power Company's liquor license and the pending criminal action against Seller and its principal owner, there is no pending or threatened private or governmental litigation by any governmental authority or person against Seller relating to the Property that might, if it and all other pending and threatened litigation were adversely determined, result in a material adverse change in the Property or its operation or that challenges the validity of or otherwise materially adversely affects the transactions contemplated by this Agreement.

(g) Indemnification of Buyer. Seller, as a material part of the consideration to be rendered to Buyer under this agreement, hereby agrees to fully indemnify and hold harmless the Buyer from any and all cost, fee or judgment, irrespective of its type or origin, including all reasonable attorney's fees, resulting from any claim or suit that arose, accrued or originated before the execution of this agreement, and relating to the Property, irrespective of when the buyer receives notice of such claim or suit. Such costs and fees shall be immediately due and payable upon notice of the same to Seller, with the Buyer retaining the right to appoint counsel, but at no cost to him, in conjunction with the Seller.

(h) Other Proceedings. No attachments, execution proceedings, assignments for the benefit of creditors, insolvency, bankruptcy, reorganization, or other proceedings are pending or threatened against Seller or Seller's interest in the Property, nor are any such proceedings contemplated by Seller.

(i) Utilities. All water, sewer, gas, electric, telephone, drainage facilities, and all other utilities required by law or by the normal operation of the Property are adequate to service the Property in its present use and to permit full compliance with all requirements of law and normal usage by the tenants of the Property.

(j) Licenses. Except as relates to the liquor license of The Power Company, Seller has all licenses, permits, easements, and rights-of-way, including building permits, and occupancy permits that are required from any governmental authority having jurisdiction over the Property, or from private parties, in order to continue the present use of the Property

and to insure adequate vehicular and pedestrian ingress and egress to the Property. Such licenses, permits, easements, and rights-of-way shall be in full force and effect on the Closing Date.

(k) Due Authorization. This Agreement and the performance of Seller's obligations under it and all documents executed by Seller that are to be delivered to Buyer at the Closing are, or on the Closing Date shall be, duly authorized, executed, and delivered by Seller and are, or at the Closing Date shall be, legal, valid, and binding obligations of Seller, and do not, and at Closing shall not, violate any provision of any agreement or judicial order to which Seller is a party or to which Seller or the Property is subject

5.02 Personal Property. Seller has no knowledge that anyone will, at the Closing, have any right to possession of any Personal Property included in the Purchase Price nor knowledge of any liens or encumbrances affecting such personal property, except as disclosed by this Agreement or otherwise on writing to Buyer.

5.03 Buyer's Representations and Warranties. Notwithstanding anything to the contrary in this Agreement, Buyer hereby warrants and represents that, as of the Effective Date, this Agreement and the performance of Buyer's obligations under it and all the documents executed by Buyer that are to be delivered to Seller at the Closing are, or on the Closing Date shall be, duly authorized, executed, and delivered by Buyer and are, or at the Closing Date shall be, legal, valid, and binding obligations of Buyer, and do not, and on the Closing Date shall not, violate any provisions of any agreement or judicial order to which Buyer is a party or to which Buyer or the Property is subject. No consent of any partner, shareholder, creditor, investor, judicial or administrative body, government agency, or other party is required for Buyer to enter into or to perform Buyer's obligations under this Agreement, except as has already been obtained.

5.04 Effect of Representations and Warranties. Each representation and warranty in this Article 5 is material and being relied on by the party to which the representation and warranty is made; and to the best knowledge of the maker is true in all respects as of the Effective Date.

5.05 Survival of Seller's Representations and Warranties and Limitation on Liability. The parties agree that (a) Seller's warranties and representations in this Agreement and in any document (including any estoppel or other certificate) executed by Seller under this Agreement with respect to the Property shall survive for six (6) months after the Closing Date, and (b) if Buyer fails to provide written notice to Seller of any breach of such warranties or representations within six (6) months after the Closing Date, Buyer shall be deemed to have waived all claims for breach of any representations and warranties with respect to the Property.

5.06 "As Is" Purchase. Subject to approval of title as provided in Article 2, the appraisal contingency in Article 3, Seller's pre-closing obligations under Article 4, the closing conditions in Article 6, and as a material inducement to Seller's execution and delivery of this Agreement and performance of its duties under this Agreement, BUYER HAS AGREED TO ACCEPT POSSESSION OF THE PROPERTY ON THE CLOSING DATE ON AN "AS IS" BASIS. SELLER AND BUYER AGREE THAT THE PROPERTY SHALL BE SOLD "AS IS, WHERE IS, WITH ALL FAULTS" WITH NO RIGHT OF SET-OFF OR REDUCTION IN THE PURCHASE

PRICE, AND, EXCEPT AS SET FORTH IN PARAGRAPH 5.01 OF THIS AGREEMENT, SUCH SALE SHALL BE WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, WARRANTY OF INCOME POTENTIAL, OPERATING EXPENSES, USES, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE), AND SELLER DISCLAIMS AND RENOUNCES ANY SUCH REPRESENTATION OR WARRANTY.

5.07 Release. Except as provided in Paragraph 5.05 and **5.01(g)**, effective from and after the Closing, Buyer hereby waives, releases, acquits, and forever discharges Seller, and Seller's agents, directors, officers, and employees to the maximum extent permitted by law, of and from any and all claims, actions, causes of action, demands, rights, liabilities, damages, losses, costs, expenses, or compensation whatsoever, direct or indirect, known or unknown, foreseen or unforeseen, that now has or that may arise in the future because of or in any way growing out of or connected with this Agreement and the Property (including without limitation the Condition of the Property), except matters arising from Seller's fraud or intentional misrepresentation. BUYER EXPRESSLY WAIVES ITS RIGHTS GRANTED UNDER ANY PROVISION OF LAW THAT PROVIDES A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT BUYER DOES NOT KNOW OR SUSPECT TO EXIST IN ITS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY IT MUST HAVE MATERIALLY AFFECTED ITS AGREEMENT TO RELEASE SELLER.

6. CLOSING CONDITIONS

6.01 Buyer's Closing Conditions. All obligations of Buyer under this Agreement are subject to the fulfillment, before or at the Closing, of each of the following conditions ("Buyer's Closing Conditions"). Buyer's Closing Conditions are solely for Buyer's benefit and any or all of the Buyer's Closing Conditions may be waived in writing by Buyer in whole or in part without prior notice.

6.02 Title. It is a Buyer's Closing Condition that, at the Closing, Seller convey to Buyer title to the Real Property by execution and delivery of a Grant Bargain & Sale Deed in the form attached to this Agreement as Exhibit "D" (the "Deed") and cause to be delivered to Buyer from the Title Company a CLTA Policy of Title Insurance with liability in the full amount of the portion of the Purchase Price allocated to the Real Property, insuring title to the Real Property in Buyer, subject only to the Permitted Exceptions. Seller must deliver to the Title Company such instruments, documents, releases, and agreements and must perform such other acts as Title Company may reasonably require in order to issue the Title Policy.

6.03 Seller's Representations, Warranties, and Covenants. The Representations and Warranties of Seller in this Agreement must be true in all material respects on and as of the Closing with the same effect as if such Representations and Warranties had been made on and as of the Closing Date. Seller must have performed and complied with all Covenants, agreements, and conditions required by this Agreement to be performed or complied with by it before or on the Closing Date.

6.04 Tenant Estoppel Certificates. Seller shall have used reasonable efforts to deliver to

Buyer an Estoppel Certificate from each tenant of the Real Property in the form attached to this Agreement as Exhibit "E" (Tenant Estoppel Certificates), dated no earlier than the Effective Date. Tenant Estoppel Certificates delivered to Buyer must contain no material discrepancies from the Rent Roll, and must (a) confirm the terms of such tenant's lease and the current rent payable under it, (b) verify to the best knowledge of such tenant that Seller is not in default or subject to any claims or defenses of such tenant, (c) affirm that all construction obligations of landlord under such tenant's lease have been met to such tenant's satisfaction, (d) specify the amount of any deposits or prepaid rent held by Seller and (e) constitute an attornment by such tenant to Buyer and a consent to the assignment of the lease to Buyer. Buyer expressly acknowledges that there may be no Estoppel Certificate regarding the Barrier tenancy.

6.05 Closing Documents. Seller shall have delivered to Escrow the documents and funds it is required to deliver through Escrow at Closing.

6.06 Physical Condition. The physical condition of the Property must be substantially the same on the Closing Date as on the Effective Date, reasonable wear and tear excepted.

6.07 Adverse Actions. There shall exist no actions, suits, arbitrations, claims, attachments, proceedings, assignments for the benefit of creditors, insolvency, bankruptcy, reorganization, or other proceedings, pending or threatened, against Seller or regarding the Property, other than those disclosed herein that would materially and adversely affect the Seller's ability to perform its obligations under this Agreement or Buyer's title to the Property and there shall exist no pending or threatened action, suit, or proceeding regarding the Seller before or by any court or administrative agency that seeks to restrain or prohibit, or to obtain damages or a discovery order with respect to, this Agreement or the consummation of the transactions contemplated by this Agreement.

6.08 Hazardous Material. No Hazardous Materials shall have been discovered on the Property after the Contingency Date that were not previously disclosed to Buyer or discovered by Buyer before the Contingency Date.

6.09 No Material Changes. No event shall have occurred nor shall any condition have arisen after the Contingency Date that as of the Closing Date materially and adversely affects all or any part of the Property or its current or prospective operation, use, value, income, expenses, or occupancy. It shall be deemed a material adverse change if Seller shall have ceased the sale of alcoholic beverages for a period in excess of 24 hours.

7. SELLER'S CLOSING CONDITIONS

7.01 Seller's Closing Conditions. Seller's obligation to sell the Property is expressly conditioned on the fulfillment of each condition precedent at or before the Closing ("Seller's Closing Conditions"). Seller's Closing Conditions are solely for Seller's benefit and any of Seller's Closing Conditions may be waived in writing by Seller in whole or in part without prior notice.

7.02 No Disapproval of Contingencies. It is a Seller's Closing Condition that Buyer shall not have timely delivered a Termination Notice or Disapproval Notice terminating its obligation to purchase the Property.

7.03 Purchase Price. Buyer must have delivered the Purchase Price to Escrow.

7.04 Buyer's Representations, Warranties, and Covenants. The representations and warranties of Buyer in this Agreement must be true in all material respects on and as of the Closing Date with the same effect as if such representations and warranties had been made on and as of the Closing Date. Buyer must have performed and complied with all covenants, agreements, and conditions required by this Agreement to be performed or complied with by it before or on the Closing Date.

7.05 Termination for Failure of a Condition. If Buyer's Closing Conditions or Seller's Closing Conditions, as the case may be, have not been previously approved or waived, this Agreement may be terminated by the party in whose favor the Closing Condition runs by written notice to the other. If this Agreement is so terminated, on such termination, Escrow Holder must return the Deposit to party terminating this Agreement. Any cancellation fee or other costs of the Escrow Holder and Title Company shall be borne equally by Seller and Buyer and each party shall pay its own expenses.

8. CLOSING

8.01 Escrow. The Escrow shall be opened with Nevada Title Company, Attention: Terry Wright (the "Escrow Holder") on the execution of this Agreement. Buyer and Seller shall promptly on the Escrow Holder's request execute such additional escrow instructions as are reasonably required to consummate the transaction contemplated by this Agreement and are not inconsistent with this Agreement.

8.02 Closing. The "Closing" means the exchange of money and documents as described in this Article 8, and shall be deemed to have occurred when Seller's Deed to Buyer has been recorded, the Escrow Holder holds and can record and deliver the remaining documents described in this Article 8, the Title Company is irrevocably and unconditionally committed to issue the Title Policy, and Buyer has delivered the Purchase Price in immediately available funds to Escrow Holder.

8.03 Closing Date. Seller and Buyer agree that the Closing shall occur on the "Closing Date." The Closing Date shall be a date mutually agreeable to Buyer and Seller that is no later than 90 days after the Notice of Exercise, unless Seller shall agree to an extension thereof. The Closing shall be at the offices of Escrow Holder or such other place as the parties may agree.

8.04 Seller's Deposit of Documents and Funds. Seller shall deposit into Escrow the following documents duly executed by Seller in form and substance reasonably satisfactory to Buyer:

(a) Deed. The duly executed and acknowledged Deed conveying the Real Property to Buyer subject only to the Permitted Exceptions;

(b) Bill of Sale. A duly executed Bill of Sale, in the form attached to this Agreement as Exhibit "E", conveying the Business to Buyer free and clear of liens, encumbrances, and restrictions of every kind and description (the "Bill of Sale");

(c) Lease Assignment. A duly executed assignment of Leases, in the form attached to this Agreement Exhibit "F", assigning to Buyer Seller's interest as lessor in all the Leases (the "Lease Assignment"); and

(d) Additional Documents. Such additional documents, including written Escrow instructions consistent with this Agreement, as may be necessary or desirable to convey the Property in accordance with this Agreement.

8.05 Buyer's Deposit of Documents and Funds. Buyer must deposit into Escrow the following funds and documents duly executed by Buyer:

(a) Purchase Price. The Purchase Price in accordance Paragraph 1.02 adjusted for prorations and closing costs as set forth herein;

(b) Lease Assignment. A duly executed Lease Assignment, , by which Buyer assumes Seller's interest as lessor in all the Leases);

(c) Additional Documents. Such documents, including written Escrow Instructions consistent with this Agreement, as may be necessary or desirable for conveyance of the Property in accordance with this Agreement.

8.06 Closing. When the Escrow Holder receives all documents and funds identified in Paragraphs 8.04 and 8.05, and the Title Company is ready, willing, and able to issue the Title Policy, then, and only then, the Escrow Holder shall close Escrow by:

(a) Recording the Deed;

(b) Recording any documents required to be recorded by Seller's lender with respect to any financing;

(c) Issuing the Title Policy to Buyer;

(d) Delivering to Buyer the Assignment, the Bill of Sale, original Leases, the Tenant Estoppel Certificates, the Lease Assignment, copies of all recorded documents related to the transfer or encumbering of the Property, and a copy of Seller's Escrow instructions; and

(e) Paying the Purchase Price to Seller, plus or minus prorations as provided for herein.

(f) Thereafter, Escrow Holder shall deliver signed closing statements showing all receipts and disbursements to Buyer and Seller.

8.07 Deliveries Outside Escrow. Seller agrees to deliver the original Leases which it has in its possession to Buyer outside Escrow within three (3) business days after Closing.

8.08 Prorations. All receipts and disbursements of the Property shall be prorated as of 11:59 p.m. on the day immediately preceding the Closing Date and the Purchase Price shall be adjusted on the following basis:

(a) Property Rents.

(i) Collected Rents. All rents collected by Seller under the Leases in effect on the Closing Date, including rents on account of operating cost pass-throughs, percentage rents, and other charges paid by tenants (Collected Rents) shall be prorated as of the Closing by charging Seller and crediting Buyer for any Collected Rents applicable to periods after the Closing.

(ii) Delinquent Rents. All unpaid rents that are due and owed to Seller under the Leases in effect on the Closing Date, including rents on account of operating cost pass-throughs, percentage rents, and other charges paid by tenants (Delinquent Rents) shall not be prorated and shall remain the property of Seller. To the extent that any such tenant is not delinquent in rent owed to Buyer, Buyer shall deliver any Delinquent Rents received by Buyer to Seller, less the actual costs of collection, on the condition that Buyer shall apply all rent received from tenants under the Leases first to any obligations arising under the Leases after the Closing and Buyer shall then apply the balance, if any, to the Delinquent Rents. Seller shall have the right to collect Delinquent Rents, at Seller's sole cost and expense, on the condition that Seller shall have no right to cause the eviction of, and Buyer shall have no obligation to evict, any tenants owing Delinquent Rents.

(b) Security Deposits. At Closing, Buyer shall be credited and Seller shall be charged with the amount of all security deposits received under the Leases in effect as of the Closing.

(c) Property Taxes. All real and personal property ad valorem taxes and special assessments, if any, whether payable in installments or not, including without limitation all supplemental taxes attributable to the period before the Closing Date for the calendar year in which the Closing occurs shall be prorated to the Closing Date, based on the latest available tax rate and assessed valuation.

(d) Utility Charges. Charges for utilities, including water, sewer, electric, and gas, shall be prorated within as of the Closing Date based on the then most recent bills for such services. Seller shall pay for all utility services to the Property for all periods before the Closing and Buyer shall pay for all utility services to the Property for the Closing Date and all periods thereafter.

(e) Cash and Inventory. For purposes of computing prorations, Escrow Holder shall include a credit to Seller in the amount of Two Hundred Fifty Thousand Dollars (\$250,000) for cash on hand and Two Hundred Thousand Dollars (\$200,000) for inventory as of the Closing.

8.09 Closing Costs. Closing costs shall be allocated as follows:

- (i) Seller shall pay all costs associated with removing any debt encumbering the Property;
- (ii) Escrow costs shall be shared equally by Seller and Buyer;
- (iii) Seller shall pay the cost of the Title Policy;
- (iv) Buyer shall pay the cost of recording the Deed;
- (v) Buyer shall pay any applicable sales tax;
- (vi) The documentary transfer tax shall be paid by Buyer.

8.10 [Deleted].

8.11 Possession. Seller shall deliver exclusive right of Possession of the Property to Buyer on the Closing Date, subject only to the interest of tenants under the Leases.

8.12 Licenses. Buyer acknowledges that the licenses used by Seller in the operation of the Business are not transferable and that Buyer will have to separately apply for and obtain all necessary licenses in connection with its operation of the Business from and after the Closing. Buyer agrees to immediately apply for all such licenses upon execution hereof and to diligently pursue such applications with a view to obtaining all such licenses, or temporary licenses where the same may reasonably be obtained in a shorter period of time. Buyer shall give Seller notice of each license that Buyer applies for and shall provide additional notices to Seller updating Buyers progress with respect to each license.

9. RISK OF LOSS

9.01 Condemnation. If, before the Closing Date, Seller receives notice of that any formal action or proceeding has commenced for the condemnation or exercise of the rights of eminent domain of the Property or any portion of it, or if Seller receives notice from the duly authorized officer of a duly empowered condemning authority (either of such notices is referred to herein as a "Condemnation Notice") of the intent to commence such action or proceeding (a "Condemnation") and if such Condemnation would materially and adversely affect the use or operation of the Property, have the effect of decreasing the square footage of the Improvements, or reduce or eliminate access to the Property, then Buyer may either (a) terminate this Agreement or (b) proceed with the Closing without modifying the terms of this Agreement and without reducing the Purchase Price, on the condition that Seller must assign and turn over, and Buyer shall be entitled to keep, all awards for the Condemnation that accrue to Seller. Seller may not negotiate, resist, or stipulate to any Condemnation without Buyer's written consent. Seller must give Buyer written notice of any Condemnation Notice regarding all or any portion of the Property within five (5) days after the receipt of such Condemnation Notice, and Buyer must exercise its option(s) as provided in this Paragraph 9.01 ten (10) days after receipt of such Condemnation Notice. If necessary, the Closing

Date shall be extended to give Buyer the full ten (10) day period to make such election. If Buyer fails to give written notice of its election hereunder within such ten (10) day period, Buyer shall be deemed to have elected to proceed with Closing. Notwithstanding the foregoing,

9.02 Damage and Destruction. If before the Closing any damage or destruction of the Property, or any portion of it shall have occurred that results in an Uninsured Loss of Five Hundred Thousand Dollars (\$500,000) or less, then at the Closing Seller must assign to Buyer the right to collect any Insurance Proceeds with respect to such loss and give Buyer a credit against the Purchase Price in the amount of such Uninsured Loss. If such damage or destruction results in an Uninsured Loss of more than Five Hundred Thousand Dollars (\$500,000), then within five (5) days after determination of the amount of the Insurance Proceeds Seller shall elect either (a) to give Buyer a credit for the entire amount of such Uninsured Loss and assign to Buyer the right to collect any Insurance Proceeds with respect to such loss or (b) to terminate this Agreement. Despite any such damage or destruction, the Purchase Price for the Property shall not be reduced except by the credits referred to above. Uninsured Loss shall mean the difference between (i) the sum of the actual cost necessary for the Seller to fully repair such damage and destruction, as determined by a qualified insurance adjuster selected by the insurance carrier providing insurance for the Property, and (ii) the total amount of Insurance Proceeds, which shall mean the proceeds from any and all insurance with respect to the Property and/or to such loss, including without limitation fire and casualty and liability insurance. Uninsured Losses may arise because of self-insurance, deductible amounts under policies, proceeds of policies insufficient to cover the loss, risks not insured for, or otherwise. If any damage to or destruction of the Property occurs, the Closing Date shall be extended until the amount of the Insurance Proceeds is determined and Seller has made any election permitted hereunder.

10. REMEDIES FOR DEFAULT

10.01 Buyer's Default. Buyer shall be deemed to be in default under this Agreement if Buyer fails, for any reason other than Seller's default under this Agreement or the failure of a condition precedent to Buyer's obligation to perform under this Agreement, to meet, comply with, or perform any covenant, agreement, or obligation required on its part within the time limits and in the manner required in this Agreement, or a material breach shall have occurred of any representation or warranty (made by Buyer) by reason of Buyer's actual fraud or intentional misrepresentation; provided, however, that no such default shall be deemed to have occurred unless and until Seller has given Buyer written notice of this Agreement, describing the nature of the default, and Buyer has failed to cure such default within five (5) days after the receipt of such notice (but in any event before the Closing Date, unless such default occurs after Closing).

10.02 Remedies for Buyer's Default. IF THE CLOSING FAILS TO OCCUR BECAUSE OF BUYER'S DEFAULT UNDER THE TERMS OF THIS AGREEMENT, BUYER SHALL BE RESPONSIBLE FOR ALL CANCELLATION CHARGES REQUIRED TO BE PAID TO ESCROW HOLDER AND ANY ESCROW CHARGES. IN ADDITION, THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES SHALL TERMINATE AND THE DEPOSITS SHALL BE IMMEDIATELY DELIVERED BY ESCROW HOLDER TO SELLER ON SELLER'S REQUEST. THE DEPOSITS SHALL BE DEEMED LIQUIDATED DAMAGES FOR BUYER'S NONPERFORMANCE AS SELLER'S SOLE AND EXCLUSIVE REMEDY AGAINST BUYER (INCLUDING, WITHOUT LIMITATION, SELLER'S RIGHTS TO SEEK SPECIFIC

PERFORMANCE OF THIS AGREEMENT AND TO RECEIVE DAMAGES) FOR BUYER'S FAILURE TO PURCHASE THE PROPERTY, WHICH SUMS SHALL BE PRESUMED TO BE A REASONABLE ESTIMATE OF THE AMOUNT OF ACTUAL DAMAGES SUSTAINED BY SELLER BECAUSE OF BUYER'S BREACH OF ITS OBLIGATION TO PURCHASE THE PROPERTY. FROM THE NATURE OF THIS TRANSACTION, IT IS IMPRACTICABLE AND EXTREMELY DIFFICULT TO FIX THE ACTUAL DAMAGES THAT SELLER WOULD SUSTAIN IF BUYER BREACHES SUCH OBLIGATION. THE IMPRACTICABILITY AND DIFFICULTY OF FIXING ACTUAL DAMAGES IS CAUSED BY, WITHOUT LIMITATION, THE FACT THAT THE PROPERTY IS UNIQUE. GIVEN THE FOREGOING FACTS, AMONG OTHERS, BUYER AND SELLER AGREE THAT LIQUIDATED DAMAGES ARE PARTICULARLY APPROPRIATE FOR THIS TRANSACTION AND AGREE THAT SAID LIQUIDATED DAMAGES SHALL BE PAID IN THE EVENT OF BUYER'S BREACH OF ITS OBLIGATION TO PURCHASE THE PROPERTY, DESPITE ANY WORDS OR CHARACTERIZATIONS PREVIOUSLY USED OR CONTAINED IN THIS AGREEMENT IMPLYING ANY CONTRARY INTENT. THE PAYMENT OF SUCH AMOUNT AS LIQUIDATED DAMAGES IS NOT INTENDED AS A FORFEITURE OR PENALTY BUT IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO SELLER. NOTHING IN THIS AGREEMENT SHALL, HOWEVER, BE DEEMED TO LIMIT BUYER'S LIABILITY TO SELLER FOR DAMAGES OR INJUNCTIVE RELIEF FOR BREACH OF BUYER'S INDEMNITY OBLIGATIONS HEREUNDER, OR FOR ATTORNEY FEES AND COSTS AS PROVIDED FOR HEREIN.

WE ACKNOWLEDGE THIS LIQUIDATED DAMAGES PROVISION:

SELLER'S INITIALS: JS BUYER'S INITIALS: ms

10.03 Seller's Default. Seller shall be deemed to be in default under this Agreement if Seller fails, for any reason other than Buyer's default under this Agreement or the failure of a condition precedent to Seller's obligation to perform under this Agreement, to meet, comply with, or perform any covenant, agreement, or obligation required on its part within the time limits and in the manner required in this Agreement, or a material breach shall have occurred of any representation or warranty (made by Seller) because of Seller's actual fraud or intentional misrepresentation; provided, however, that no such default shall be deemed to have occurred unless and until Buyer has given Seller written notice of the default, describing its nature, and Seller has failed to cure such default within five (5) days after receipt of such notice (but in any event before the Closing Date, unless such default occurs after Closing).

10.04 Remedies for Seller's Default. If Seller defaults in its obligations under this Agreement to sell the Property to Buyer on the Closing Date through no fault of Buyer, then Buyer at its option may have the right to specific performance of this Agreement or the right to recover the Deposit. If, after the Closing Date, Buyer determines that Seller has breached any representation or warranty set forth in Paragraph 5.01, then Buyer shall have the right to bring an action for general and specific damages to Buyer.

11. GENERAL PROVISIONS

11.01 Notices. Any notices relating to this Agreement shall be given in writing and shall be deemed sufficiently given and served for all purposes when delivered personally, by generally recognized overnight courier service, by facsimile (provided that sender retains a printed confirmation of delivery to the facsimile number provided below), or three (3) days after deposit in the United States mail certified or registered, return receipt requested, with postage prepaid, addressed as follows:

If to Seller:

Rick Rizzolo
720 S. 7th Street Las Vegas, NV 89101
Fax No. 702-386-2737

With a Copy to:

Dean R. Patti, Esq. Patti & Sgro, Ltd.
720 S. 7th Street Las Vegas, NV 89101
Fax No. 702-386-2737

If to Buyer:

Michael Signorelli
5090 Breakers Lane, Las Vegas, NV 89112

With a Copy to:

Stephen M. Caruso, Esq., Caruso Law Offices,
302 Carson Ave, Ste 802, Las Vegas, NV
89101
Fax No. 702-367-4357

If to Escrow Holder

Nevada Title Company 2500 N. Buffalo Ave
Suite 150 Las Vegas, NV 89128 Fax No. 251-
5252

11.02 Either party may change its address by written notice to the other given in the manner set forth above.

11.03 Entire Agreement. This Agreement and all exhibits referred to in this Agreement constitute the complete, exclusive and final statement of the terms of the agreement with respect to the sole property between buyer and seller and may not be contradicted by evidence of any prior or contemporaneous agreement. This Agreement specifically supersedes any prior written or oral agreements between the parties. The language in all parts of this Agreement shall be construed as a whole in accordance with its fair meaning. Neither party has been induced to enter into this Agreement by, nor is either party relying on, any representation or warranty outside those expressly set forth in this Agreement.

11.04 Amendments and Waivers. No addition to or modification of this Agreement shall be effective unless it is made in writing and signed by the party against whom the addition or

modification is sought to be enforced. The party benefitted by any condition or obligation may waive the same, but such waiver shall not be enforceable by another party unless it is made in writing and signed by the waiving party.

11.05 Invalidity of Provision. If any provision of this Agreement as applied to either party or to any circumstance is adjudged by a court of competent jurisdiction to be void or unenforceable for any reason, this fact shall in no way affect (to the maximum extent permissible by law) any other provision of this Agreement, the application of any such provision under circumstances different from those adjudicated by the court, or the validity or enforceability of this Agreement as a whole.

11.06 No Merger. This Agreement, each provision of it, and all warranties and representations in this Agreement shall survive the Closing and shall not merge in any instrument conveying title to Buyer. All representations, warranties, agreements, and obligations of the parties shall, despite any investigation made by any party to this Agreement, survive Closing, and the same shall inure to the benefit of and be binding on the parties' respective successors and assigns.

11.07 References. Unless otherwise indicated, (a) all article and Paragraph references are to the articles and Paragraphs of this Agreement, and (b) except where otherwise stated, all references to days are to calendar days. Whenever, under the terms of this Agreement, the time for performance of a covenant or condition falls on a Saturday, Sunday, or court holiday in Clark County, Nevada, such time for performance shall be extended to the next business day. "Business Day" means any day other than Saturday, Sunday, and court holidays in Clark County, NV. The headings used in this Agreement are provided for convenience only and this Agreement shall be interpreted without reference to any headings. The date of this Agreement is for reference purposes only and is not necessarily the date on which it was entered into.

11.08 Governing Law. This Agreement shall be governed by the laws of the State of Nevada applicable to contracts made by residents of the State of Nevada and to be performed in Nevada.

11.09 Confidentiality and Publicity. Before the Closing, the parties shall at all times keep this transaction and any documents received from each other confidential, except to the extent necessary to (a) comply with applicable law and regulations or (b) carry out the obligations set forth in this Agreement. Any such disclosure to third parties, save and except the disclosure of any document subject to the public record laws of the State of Nevada, shall indicate that the information is confidential and should be so treated by the third party. Before the Closing, no press release or other public disclosure may be made by either party or any of its agents concerning this transaction without the other party's prior written consent.

11.10 Time. Time is of the essence in the performance of the parties' respective obligations under this Agreement.

11.11 Attorney Fees. In the event of any action or proceeding to enforce a term or condition of this Agreement, any alleged disputes, breaches, defaults, or misrepresentations in connection with any provision of this Agreement or any action or proceeding in any way arising from this Agreement, including any interpleaded of the Deposit by the Escrow Holder, the prevailing party in such action, or the nondismissing party when the dismissal occurs other than by a settlement, shall

be entitled to recover its reasonable costs and expenses, including without limitation reasonable attorney fees and costs of defense paid or incurred in good faith. The "prevailing party," for purposes of this Agreement, shall be deemed to be that party who obtains substantially the result sought, whether by settlement, dismissal, or judgment.

11.12 Assignment. This Agreement shall inure to the benefit of and be binding on the parties to this Agreement and their respective successors and assigns. Buyer shall have the right to assign all or any portion of its interest in this Agreement, provided that Buyer gives written notice of such assignment to Seller before the Closing Date. Notwithstanding any such assignment, if Buyer or its assignee will deliver a portion of the Purchase Price in the form of a promissory note of a person other than Buyer, Seller may require such promissory note to be personally guaranteed by Buyer under the terms of a Personal Guaranty reasonably requested by Seller.

11.13 No Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any person other than the parties to it and their respective permitted successors and assigns, nor is anything in this Agreement intended to relieve or discharge any obligation of any third person to any party to this Agreement or give any third person any right of subrogation or action over against any party to this Agreement.

11.14 Remedies Cumulative. The remedies set forth in this Agreement are cumulative and not exclusive to any other legal or equitable remedy available to a party.

11.15 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

11.16 Tax-Deferred Exchange. Seller may use the proceeds from the sale of the Property to effect one (or more) tax deferred exchange under Internal Revenue Code §1031. Buyer agrees to accommodate Seller in effecting such tax-deferred exchange. Seller shall have the right, expressly reserved here, to elect such tax-deferred exchange at any time before the Closing Date. Seller and Buyer agree, however, that consummation of the purchase and sale of Property under this Agreement is not conditioned on such exchange. If Seller elects to make a tax-deferred exchange, Buyer agrees to execute such additional escrow instructions, deeds, documents, agreements, or instruments to effect this exchange, provided that Buyer shall incur no additional costs, expenses, or liabilities in this transaction as a result of or in connection with this exchange. Seller agrees to hold Buyer harmless of any liability, damages, or costs, including reasonable attorney fees, which may arise from Buyer's participation in such exchange.

11.17 [Deleted].

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

SELLER

RICRIZ, LLC, a Nevada Limited Liability Company

By: 
Rick Rizzolo

THE POWER COMPANY, INC. a Nevada Corporation

By: 
Rick Rizzolo

BUYER

NEVADA RECEIVERSHIP, LLC, a Nevada Limited Liability Company

By: 
Michael Signorelli

TABLE OF EXHIBITS

Exhibit A	Description of Property
Exhibit B	Form of Promissory Note
Exhibit C	Form of Allocation of Purchase Price
Exhibit D	Form of Deed
Exhibit E	Form of Bill of Sale
Exhibit F	Form of Assignment of Leases
Exhibit G	Approval of Purchase letter from Federal Government

(TM, CONT'D)

Item # 62

TOM MCGOWAN; LAS VEGAS RESIDENT.

-- < (30") > --

- * IT'S REASONABLE TO ASSUME THAT ANY VALID CLAIM OF 'GRAND FATHERING' OF THE PREVIOUSLY PERTINENT LIQUOR LICENSE EXPIRED UPON TERMINATION OF THE LICENSE FOR CAUSE, BY THE CITY COUNCIL; ADD: -
- * NOT WITHSTANDING THE APPLICANT'S CLAIM OF 'NEW EVIDENCE' IN BASIS FOR THE REQUEST FOR A REHEARING OF THE MATTER, ~ A 'RE-HEARING DOES NOT INHERENTLY 'GUARANTEE' A 'CURE' OF THE INITIAL ACT IN BASIS FOR THE CAUSE OF ACTION, BY THE CITY COUNCIL, PURSUANT TO TERMINATION OF THE PREVIOUSLY PERTINENT BUT NO LONGER VALID AND APPLICABLE LIQUOR LICENSE.
- * FURTHERMORE, ~ THE ESTABLISHMENT OF A DULY LICENSED CHURCH WITHIN THE MINIMUM SEPARATION DISTANCE PREVAILS, AND PRECLUDES THE REINSTATEMENT OR THE ISSUANCE OF A VALID LIQUOR LICENSE AT THE SUBJECT PROPERTY'S ADDRESS. ~ THANK YOU.

-- < (20") > --

Item # 63

TOM MCGOWAN; LAS VEGAS RESIDENT. ~ ASIDE FROM THE HEREIN SUBJECT ITEMIZED REQUEST BY THE APPLICANT, BUT ASSISTIVE TO A CLOSER PUBLIC UNDERSTANDING OF IT; ~ * WHAT'S THE RELATIONSHIP BETWEEN THE APPLICANT AND THE PREVIOUSLY LICENSED OWNER/OPERATOR OF THE SUBJECT PROPERTY? ~

ADD:

- * DID STAFF CONDUCT A FULL INVESTIGATION OF THE APPLICANT'S BACKGROUND? ~ IF 'NOT', WHY NOT. ~ THANK YOU.

Submitted at City Council

Date 10/18/06 Item 62, 64

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 18, 2006

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☐ Consent ☒ Discussion

SUBJECT:

ABEYANCE ITEM - Discussion and possible action regarding Approval of a new Package License subject to the provisions of the planning and fire codes and Health Dept. regulations, Senip CVS, LLC, dba CVS Pharmacy #2955, 3290 South Fort Apache Road, Zenon P. Lankowsky, Pres and Thomas S. Moffatt, Secy (NOTE: Item to be heard in the afternoon session in conjunction with Item 125 - SUP-14684) - Ward 2 (Wolfson)

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Dept./Division:

Amount:

Funding Source:

PURPOSE/BACKGROUND:

Discussion and possible action regarding Approval of a new Package License.

RECOMMENDATION:

Recommend approval consistent with special use permit conditions.

BACKUP DOCUMENTATION:

1. Map
2. Submitted at meeting - 1-25-2001 Planning Commission minutes and e-mail from Donna Toussaint by Councilman Wolfson

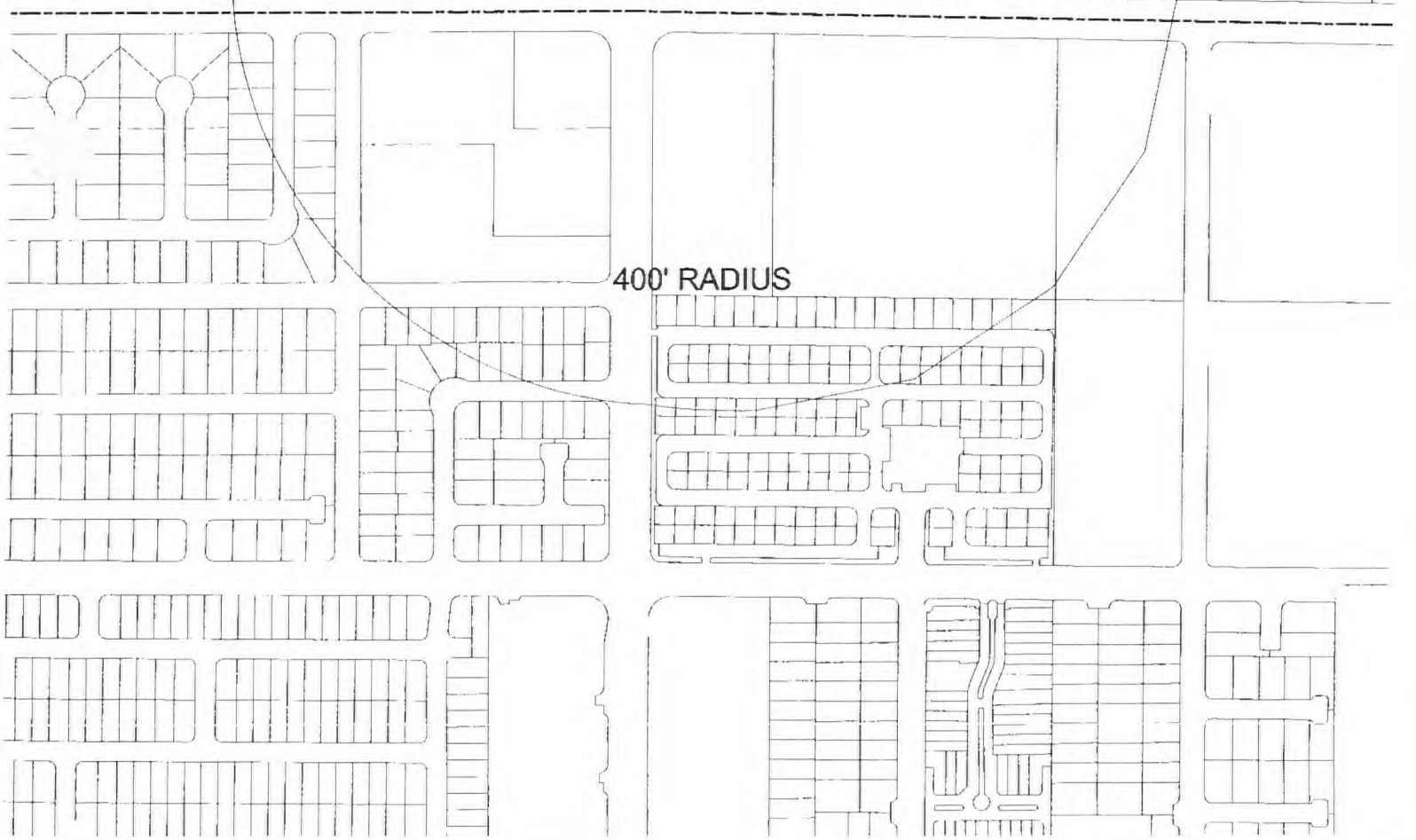
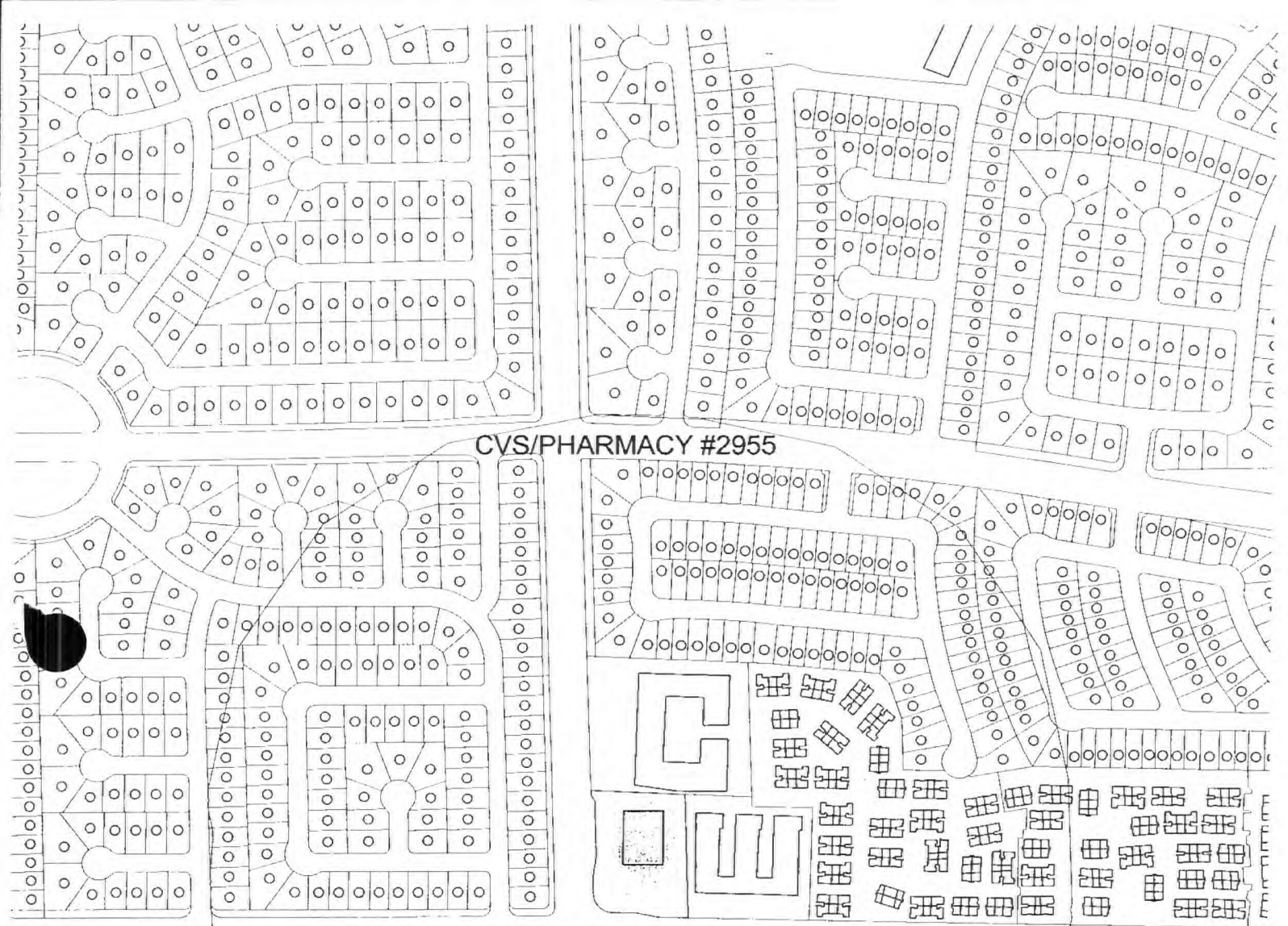
Motion made by STEVE WOLFSON to Strike

Passed For: 7; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 0

LOIS TARKANIAN, LAWRENCE WEEKLY, LARRY BROWN, OSCAR B. GOODMAN, GARY REESE, STEVE WOLFSON, STEVEN D. ROSS; (Against-None); (Abstain-None); (Did Not Vote-None); (Excused-None)

Minutes:

See Item 125 for related discussion.



PLANNING COMMISSION

MEETING OF
JANUARY 25, 2001

City of Las Vegas

AGENDA & MINUTES

Page 74

COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

ITEM

ACTION

D.

NON PUBLIC HEARING ITEMS:

D-1.

Z-0122-87(2) - OAKCREST DEVELOPMENT

Request for a Site Development Plan Review FOR A PROPOSED 13,903 SQUARE FOOT DRUG STORE (CVS) on 1.91 acres located at the northeast corner of the intersection of Desert Inn Road and Fort Apache Road (APN: 163-08-421-004), U (Undeveloped) Zone [SC (Service Commercial) General Plan Designation] under Resolution of Intent to C-1 (Limited Commercial), Ward 2 (L.B. McDonald).

STAFF RECOMMENDATION: APPROVAL, subject to:

Planning and Development

1. The site plan shall be revised to depict an eight-foot high solid decorative block wall for screening of the trash enclosure.
2. A revised landscape plan that complies with the requirements of The Las Vegas Urban Design Guidelines & Standards shall be submitted for staff review prior to any development or issuance of permits for the site. Additional requirements of the revised landscape plan include a 15-foot wide planter wholly within the property boundary along Desert Inn Road.
3. Revised elevations reflecting the addition of architecture features or design embellishments shall be submitted for staff review prior to any development or issuance of permits for the site.
4. No utility vault exceeding 27 cubic feet in size may encroach into approved landscape areas along public street frontages. Additionally, no waivers from required landscaping or approved signage standards shall be allowed due to the placement of any utility vaults.
5. The applicant shall submit a Master Sign Plan for staff review prior to any development or issuance of permits for the site.

Gordon -

APPROVED, SUBJECT TO STAFF'S CONDITIONS AND AMENDED CONDITION NOS. 1 AND 11

Unanimous

(Goynes excused)

PHYLLIS GABB, Planning and Development, stated this proposal is a drug store building with a drive-through. Landscaping is provided along both street frontages in 15-foot wide planters. However, along Desert Inn Road the planter is within the right-of-way. There is a condition requiring that the planter be completely within the property boundary. Staff recommended approval, subject to the conditions.

ATTORNEY SCOTT EATON, Lionel Sawyer & Collins, appeared to represent CVS Pharmacy. This site was rezoned 13 years ago to commercial. Just a few years ago there was an application to put a convenience store on the site, which was rejected. This is a small neighborhood drug store with a pharmacy. There will not be any gaming or liquor. It will not be a 24 hour 7 day a week operation. It will be over parked. He requested Condition No. 1 be amended to a six-foot high solid decorative block wall. In addition, he requested the first sentence in Condition No. 11 be deleted. There is a utility conflict adjacent to this site. They will dedicate the land.

MS. GABB said that if the trash receptacle would be sufficiently buffered by a six-foot wall then staff could support the change to Condition No. 1.

MS. LEGARZA said Public Works has no objection to deleting the first sentence in Condition No. 11.

COMMISSIONER QUINN asked if the handicapped parking spaces could be moved closer to the front entrance. JOHN SHIELDS, Carter Burgess Engineering, said the reason the handicapped spaces are placed where they are is because of the overhang on the building.

This is final action.

(8:01 - 8:06) 2 - 940

Submitted at City Council

Date 10/18/06 Item 125

PLANNING COMMISSION

MEETING OF
JANUARY 25, 2001

City of Las Vegas

AGENDA & MINUTES

Page 75

COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

ITEM

ACTION

Z-0122-87(2) - OAKCREST DEVELOPMENT

APPROVED

6. Any wallpack lighting on the proposed buildings shall utilize 'shoe-box' fixtures and downward-directed lights. Lighting standards within the parking lots shall be no more than 20 feet in height and shall utilize 'shoe-box' fixtures and downward-directed lights.

7. All mechanical equipment, air conditioners and shall be fully screened from view of adjacent streets.

8. Landscaping and a permanent underground sprinkler system shall be installed as required by the Planning Commission and shall be permanently maintained in a satisfactory manner. Failure to properly maintain required landscaping and underground sprinkler systems shall be cause for revocation of a business license.

9. If this Site Development Plan Review is not exercised within two years of the approval, this Site Development Plan Review shall be void unless an Extension of Time is granted.

Public Works

10. Dedicate appropriate right-of-way adjacent to this site for a bus turnout on Fort Apache Road in accordance with Standard Drawing #234.3 and for an exclusive right turn lane on Desert Inn Road in accordance with Standard Drawing #201.1.

11. Construct a bus turnout on Fort Apache Road adjacent to this site in accordance with current City Standards concurrent with development of this site. Also, remove all substandard public street improvements and unused driveway cuts adjacent to this site, if any, and replace with new improvements meeting current City Standards. All existing paving damaged or removed by this development shall be restored at its original location and to its original width concurrent with development of this site.

PLANNING COMMISSION

MEETING OF
JANUARY 25, 2001

City of Las Vegas

AGENDA & MINUTES

Page 76

COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

ITEM

ACTION

Z-0122-87(2) - OAKCREST DEVELOPMENT

APPROVED

12. Meet with the Traffic Engineering Representative in Land Development for assistance in the possible redesign of the proposed driveway access, on-site circulation and parking lot layout prior to the submittal of any construction plans or the issuance of any permits, whichever may occur first. Driveways shall be designed, located and constructed in accordance with Standard Drawing #222a.

13. A Drainage Plan and Technical Drainage Study must be submitted to and approved by the Department of Public Works prior to the issuance of any building or grading permits. Provide and improve all drainageways recommended in the approved drainage plan/study. The developer of this site shall be responsible to contribute monies for the construction of neighborhood or local drainage improvements. The amount of such monies shall be determined by the approved drainage plan/study and shall be contributed prior to the issuance of any building or grading permits, whichever may occur first. In lieu of monetary contributions, in whole or in part, the developer may agree to construct such drainage facility improvements as are recommended by the approved drainage plan/study concurrent with development of this site if allowed by the Planning Engineer.

14. Landscape and maintain all unimproved right-of-way on Desert Inn Road adjacent to this site.

15. Submit an Encroachment Agreement for all landscaping and private improvements located in the Desert Inn Road public right-of-way adjacent to this site prior to occupancy of this site.

16. Site development to comply with all applicable Conditions of Approval for Z-122-87 and all other site-related actions.

NOTICES MAILED N/A

APPROVALS 0

PROTESTS 0

Blank

Page 1 of 2

Donna Toussaint

From: Donna Toussaint [donna@global-markets.com]
Sent: Tuesday, October 17, 2006 8:35 PM
To: Harala, Larry (lharala@lasvegasnevada.gov); Wolfson, Councilman Steven (swolfson@lasvegasnevada.gov)
Subject: CVS/West Sahara Community Association
Importance: High

-people directly impacted by this application

Councilman Wolfson,

Below is a copy of a letter we sent you on August 24, 2006 regarding our feelings about CVS selling liquor 24/7 in our homeowners association. Unfortunately I will not be able to attend the council meeting on Wednesday October 18, 2006, but I hope that this e-mail will let you know our feelings on this matter.

Thanks for everything,

Donna Toussaint

August 24, 2006

Councilman Steve Wolfson
400 E. Stewart
Las Vegas, NV 89117

RE: CVS located on Desert Inn & Ft. Apache

Councilman Wolfson;

It is our understanding that the CVS Pharmacy, located within the West Sahara Community Association on Fort Apache and Desert Inn Road, has requested City Council approval for a liquor license at this location.

Although we are the board of directors for the West Sahara Community Association, we are sending you this letter as private citizens. Even though we have not contacted every resident in our area regarding this issue, it is the preference of the people that we have talked to that they hope you will deny this application.

There are many places to purchase alcohol in and around our area. One more place to sell alcoholic beverages is just overkill. Since CVS is open 24-hours a day, seven-days a week and is somewhat secluded on this corner, we feel that it will attract undesirable elements to our residential community, especially at night.

Should you feel it necessary to approve this application, we ask that you impose some sort of advertising restrictions on what signage is used within our homeowners association.

We are under the impression that CVS is also planning to apply for a gaming license in the near future, which we hope you will also deny.

Our goal is not to be unreasonable or to hurt any commercial endeavor in our community. We just feel more alcohol and/or gaming in our community is unwarranted.

Submitted at City Council

Date: 10/18/06 Item: 125

10/17/2006

Blank

Page 2 of 2

Thank you for your consideration and for listening.

Donna Toussaint
3012 Island View Court
Las Vegas, NV 89117

June Brooks
3212 Malibu Vista St.
Las Vegas, NV 89117

Sharon Silva
3304 Paragon Drive
Las Vegas, NV 89117

Ken Hall
3016 Donnegan Bay Drive
Las Vegas, NV 89117

Eric Lundgaard
9104 Inlet Cove
Las Vegas, NV 89117



E-mail from Donna

10/17/2006

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 18, 2006

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☐ Consent ☒ Discussion

SUBJECT:

ABEYANCE ITEM - Discussion and possible action regarding Approval of a new Package License subject to the provisions of the planning and fire codes and Health Dept. regulations, Senip CVS, LLC, dba CVS Pharmacy #2990, 6390 West Lake Mead Boulevard, Zenon P. Lankowsky, Pres and Thomas S. Moffatt, Secy (NOTE: Item to be heard in the afternoon session in conjunction with Item 126 - SUP-14687) - Ward 6 (Ross)

Fiscal Impact

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

Amount:

Funding Source:

PURPOSE/BACKGROUND:

Discussion and possible action regarding Approval of a new Package License.

RECOMMENDATION:

Recommend approval consistent with special use permit conditions.

BACKUP DOCUMENTATION:

Map

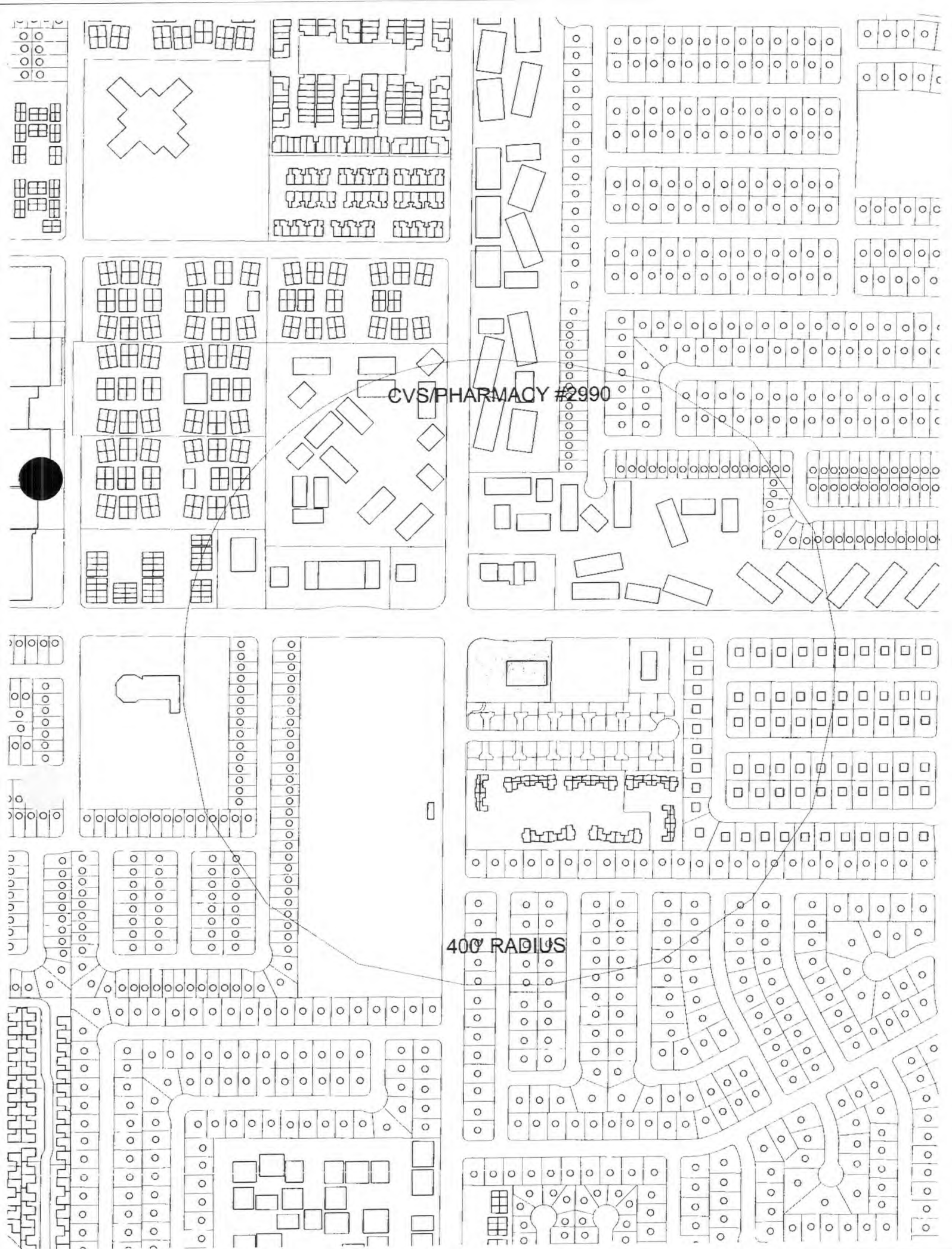
Motion made by LAWRENCE WEEKLY to Hold in Abeyance to 11/01/2006

Passed For: 7; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 0

LOIS TARKANIAN, LAWRENCE WEEKLY, LARRY BROWN, OSCAR B. GOODMAN,
GARY REESE, STEVE WOLFSON, STEVEN D. ROSS; (Against-None); (Abstain-None);
(Did Not Vote-None); (Excused-None)

Minutes:

See Item 126 for all related discussion.



CVS/PHARMACY #2990

400' RADIUS

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 18, 2006

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☐ Consent ☒ Discussion

SUBJECT:

ABEYANCE ITEM - Discussion and possible action regarding Change of Name and Change of Ownership for a Beer/Wine/Cooler On-Sale License, From: Fish Taco Pacifico, dba Rubio's Baja Grill, Victor R. Silva, Dir, Pres, Secy, Treas, 50% and Christopher C. Micheals, Dir, 50%, To: Rubio's Restaurants of Nevada, Inc., dba Rubio's Fresh Mexican Grill, 1910 Village Center Circle, Suite 9, John C. Fuller, Dir, Pres, Secy, Treas, Rubio's Restaurant, Inc., PTC, 100% - Ward 2 (Wolfson)

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Dept./Division:

Amount:

Funding Source:

PURPOSE/BACKGROUND:

Discussion and possible action regarding Change of Name and Change of Ownership for a Beer/Wine/Cooler On-Sale License.

RECOMMENDATION:

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

BACKUP DOCUMENTATION:

Map

Motion made by STEVE WOLFSON to Approve a temporary license subject to a six-month review

Passed For: 7; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 0

LOIS TARKANIAN, LAWRENCE WEEKLY, LARRY BROWN, OSCAR B. GOODMAN, GARY REESE, STEVE WOLFSON, STEVEN D. ROSS; (Against-None); (Abstain-None); (Did Not Vote-None); (Excused-None)

Minutes:

TOM AMICK, Attorney, Kummer Kaempfer Bonner Renshaw and Ferrario, appeared representing Rubio's Restaurant on Items 67, 68 and 69, which were heard together.

JIM DiFIORE, Manager of Business Services, indicated that normally an application for name change and change of ownership would be considered under the Consent Agenda. However, since Items 67, 68 and 69 involve three different locations, he opted to schedule them for discussion in order to bring up concerns the City has had with the previous owner of the three

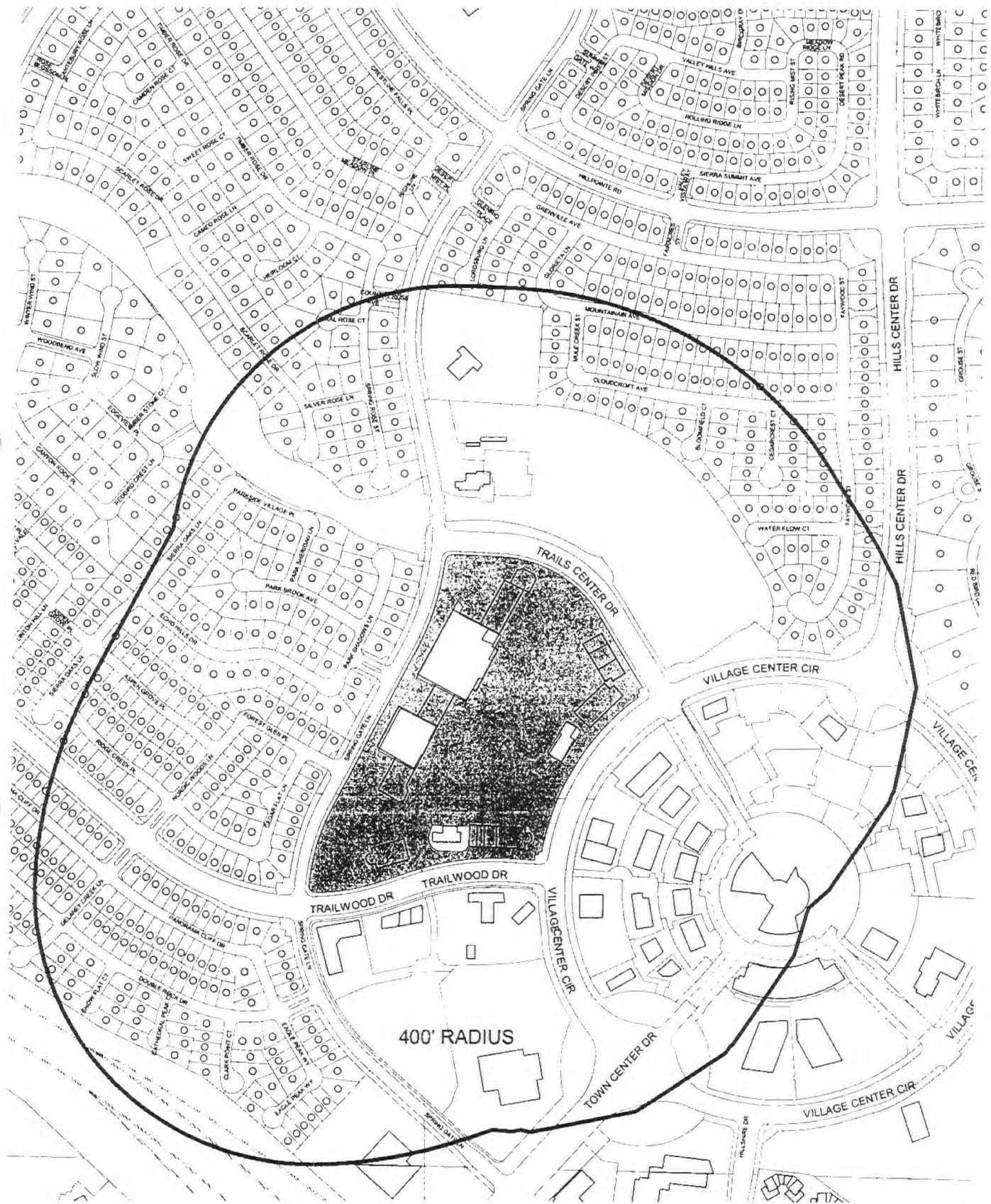
CITY COUNCIL MEETING OF: OCTOBER 18, 2006

establishments. Although staff worked diligently with previous management regarding the lack of supervision on the sale of alcohol, the lack of an employee list for each location and the lack of a key employee for suitability for each location, these concerns led to several warning notices of violation and a recent citation to the previous regional manager. He recommended the Council issue a temporary license for each application.

ATTORNEY AMICK indicated that his client will be taking back the three franchises and replacing the entire management for the three locations to ensure that no more problems occur. New key employees/general managers are being hired that are being processed immediately and undergoing suitability. He requested approval as recommended. MR. DiFIORE reiterated his recommendation of a temporary license, with a six-month review, for Items 67, 68 and 69.



RUBIO'S FRESH MEXICAN GRILL



0 200 400 Feet



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 18, 2006

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☐ Consent ☒ Discussion

SUBJECT:

ABEYANCE ITEM - Discussion and possible action regarding Change of Name and Change of Ownership for a Beer/Wine/Cooler On-Sale License, From: Fish Taco Pacifico, dba Rubio's Baja Grill, Victor R. Silva, Dir, Pres, Secy, Treas, 50% and Christopher C. Micheals, Dir, 50%, To: Rubio's Restaurants of Nevada, Inc., dba Rubio's Fresh Mexican Grill, 7290 West Lake Mead Boulevard, Suite 3, John C. Fuller, Dir, Pres, Secy, Treas, Rubio's Restaurant, Inc., PTC, 100% - Ward 1 (Tarkanian)

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Dept./Division:

Amount:

Funding Source:

PURPOSE/BACKGROUND:

Discussion and possible action regarding Change of Name and Change of Ownership for a Beer/Wine/Cooler On-Sale License.

RECOMMENDATION:

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

BACKUP DOCUMENTATION:

Map

Motion made by LOIS TARKANIAN to Approve a temporary license subject to a six-month review

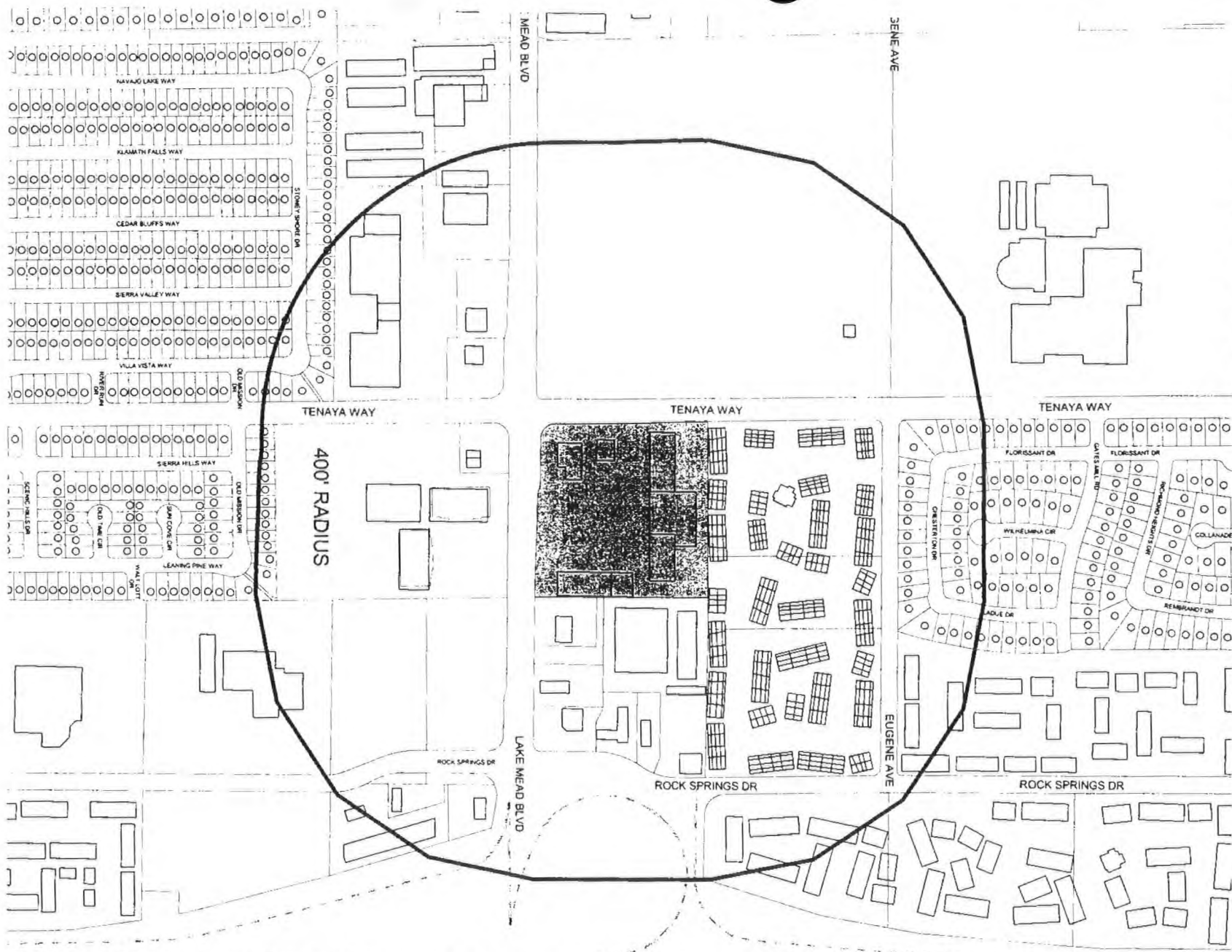
Passed For: 7; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 0

LOIS TARKANIAN, LAWRENCE WEEKLY, LARRY BROWN, OSCAR B. GOODMAN, GARY REESE, STEVE WOLFSON, STEVEN D. ROSS; (Against-None); (Abstain-None); (Did Not Vote-None); (Excused-None)

Minutes:

See Item 67 for related discussion.

RUBIO'S FRESH MEXICAN GRILL



LAS VEGAS EXPY

US HWY 95

US HWY 95

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 18, 2006

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☐ Consent ☒ Discussion

SUBJECT:

ABEYANCE ITEM - Discussion and possible action regarding Change of Name and Change of Ownership for a Beer/Wine/Cooler On-Sale License, From: Fish Taco Pacifico, dba Rubio's Baja Grill, Victor R. Silva, Dir, Pres, Secy, Treas, 50% and Christopher C. Micheals, Dir, 50%, To: Rubio's Restaurants of Nevada, Inc., dba Rubio's Fresh Mexican Grill, 9310 West Sahara Avenue, Suite 1, John C. Fuller, Dir, Pres, Secy, Treas, Rubio's Restaurant, Inc., PTC, 100% - Ward 2 (Wolfson)

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Dept./Division:

Amount:

Funding Source:

PURPOSE/BACKGROUND:

Discussion and possible action regarding Change of Name and Change of Ownership for a Beer/Wine/Cooler On-Sale License.

RECOMMENDATION:

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

BACKUP DOCUMENTATION:

Map

Motion made by STEVE WOLFSON to Approve a temporary license subject to a six-month review

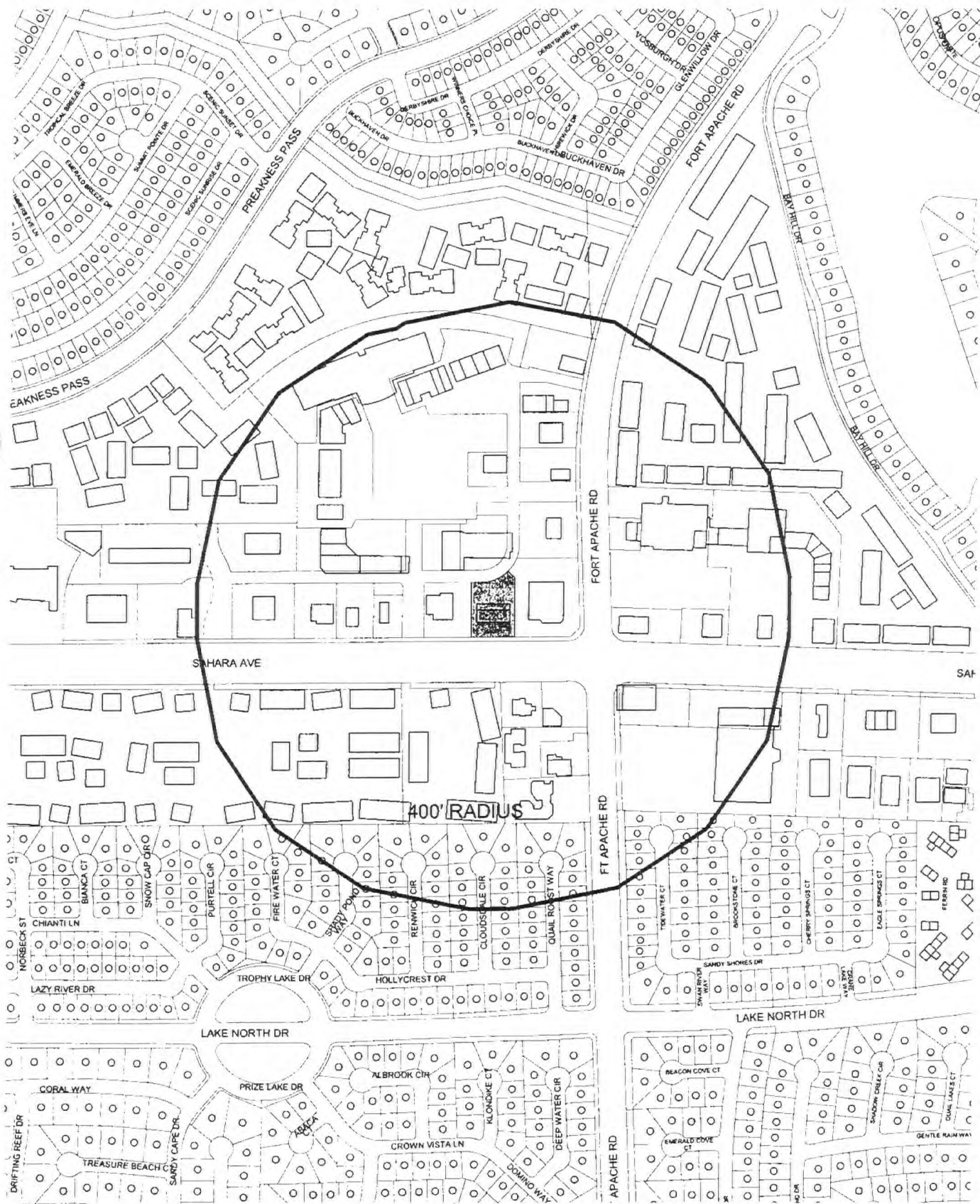
Passed For: 7; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 0

LOIS TARKANIAN, LAWRENCE WEEKLY, LARRY BROWN, OSCAR B. GOODMAN, GARY REESE, STEVE WOLFSON, STEVEN D. ROSS; (Against-None); (Abstain-None); (Did Not Vote-None); (Excused-None)

Minutes:

See Item 67 for related discussion.

RUBIO'S FRESH MEXICAN GRILL



0 200 400 Feet



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 18, 2006

DEPARTMENT: FINANCE AND BUSINESS SERVICES**DIRECTOR: MARK R. VINCENT**☐ Consent ☒ Discussion**SUBJECT:**

Discussion and possible action regarding Temporary Approval of a new Package License subject to the provisions of the planning and fire codes and Health Dept. regulations, Wineaux, Inc., dba VINO 100, 7220 Azure Drive, Suite 120, Natalie E. Buster, Dir, Pres, Secy, 50% and Teresa J. Berry, Dir, Treas, 50% - Ward 6 (Ross)

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

Discussion and possible action regarding Temporary Approval of a new Package License.

RECOMMENDATION:

Recommend approval subject to the provisions of the planning and fire codes and Health Dept. regulations and limited to the conditions of the Special Use Permit with authority for the Director or Designee to issue a permanent license upon receipt of a favorable investigation report or extend the temporary in the event the investigation is not completed.

BACKUP DOCUMENTATION:

Map

Motion made by STEVEN D. ROSS to Approve a temporary license, subject to the provisions as recommended and limited to the conditions of the Special Use Permit, with a six-month review and the Director or Designee granted the authority to approve the permanent license after completion of appropriate process or extend the temporary in the event the police report is not completed within the six-month temporary period

Passed For: 7; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 0

LOIS TARKANIAN, LAWRENCE WEEKLY, LARRY BROWN, OSCAR B. GOODMAN, GARY REESE, STEVE WOLFSON, STEVEN D. ROSS; (Against-None); (Abstain-None); (Did Not Vote-None); (Excused-None)

Minutes:

TOM AMICK, Attorney, Kummer Kaempfer Bonner Renshaw and Ferrario, appeared representing the applicant.

CITY COUNCIL MEETING OF: OCTOBER 18, 2006

JIM DiFIORE, Manager of Business Services, indicated that the applicant met the criteria for consideration of temporary approval. He suggested approval as recommended, along with a six-month review. ATTORNEY AMICK concurred with the conditions as recommended.

MR. DiFIORE interjected that the application was submitted with a wine-cordial and liqueur tasting license, which was inadvertently omitted from the subject of the agenda summary page; therefore he asked the City Attorney if the application could be amended to include the wine cordial and liqueur tasting request. CITY ATTORNEY JERBIC advised that the subject could not be amended at this time, as the license types are traditionally specifically stated on the agenda; therefore, the application is limited to the license type specified on the agenda. ATTORNEY AMICK indicated he would have no problem returning before the Council regarding the omitted license request.



VINO 100



0 200 400 Feet



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 18, 2006

DEPARTMENT: FINANCE AND BUSINESS SERVICES**DIRECTOR: MARK R. VINCENT**☐ Consent ☒ Discussion**SUBJECT:**

Discussion and possible action regarding a Six-Month Review of a Beer/Wine/Cooler Off-sale License and a Restricted Gaming License for 7 slots, Toma Herfi Incorporated, dba Durango Market, 6955 North Durango Boulevard, Suites 1113 & 1114, Samir Toma, Dir, Pres, 50% and Louie G. Herfi, Dir, Secy, Treas, 50% - Ward 6 (Ross)

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

Discussion and possible action regarding a Six-Month Review of a Beer/Wine/Cooler Off-sale License and a Restricted Gaming License for 7 slots.

On April 19, 2006 the City Council approved a 6-month conditional temporary license for Convenience Store with Alcoholic Beverage and Gaming License with the condition that the licensee must comply with Summerlin standards for signage. On October 17, 2005 the City Council approved this temporary Convenience Store with Alcoholic Beverage and Gaming license with a six-month review at the request of Councilman Mack.

Mr. Eder added that Mr. Toma has had another business in Henderson for two years where Mr. Herfi has worked since he came to Las Vegas in September. Mr. Herfi received a letter of commendation from the City of Henderson for cooperating in a sting operation.

Business Services staff conducted a site inspection on April 6, 2006 and found the establishment passed on all points. A report from the Special Investigations Section, Las Vegas Metropolitan Police Department, will be furnished to the City Council prior to the October 18, 2006 meeting.

RECOMMENDATION:

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

BACKUP DOCUMENTATION:

1. Map
2. Submitted at meeting – Office of the Attorney General Tobacco Compliance Check by Louie Herdford.

CITY COUNCIL MEETING OF: OCTOBER 18, 2006

Motion made by STEVEN D. ROSS to Approve a permanent license subject to compliance with the Centennial Hills Sign Standards

Passed For: 7; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 0

LOIS TARKANIAN, LAWRENCE WEEKLY, LARRY BROWN, OSCAR B. GOODMAN, GARY REESE, STEVE WOLFSON, STEVEN D. ROSS; (Against-None); (Abstain-None); (Did Not Vote-None); (Excused-None)

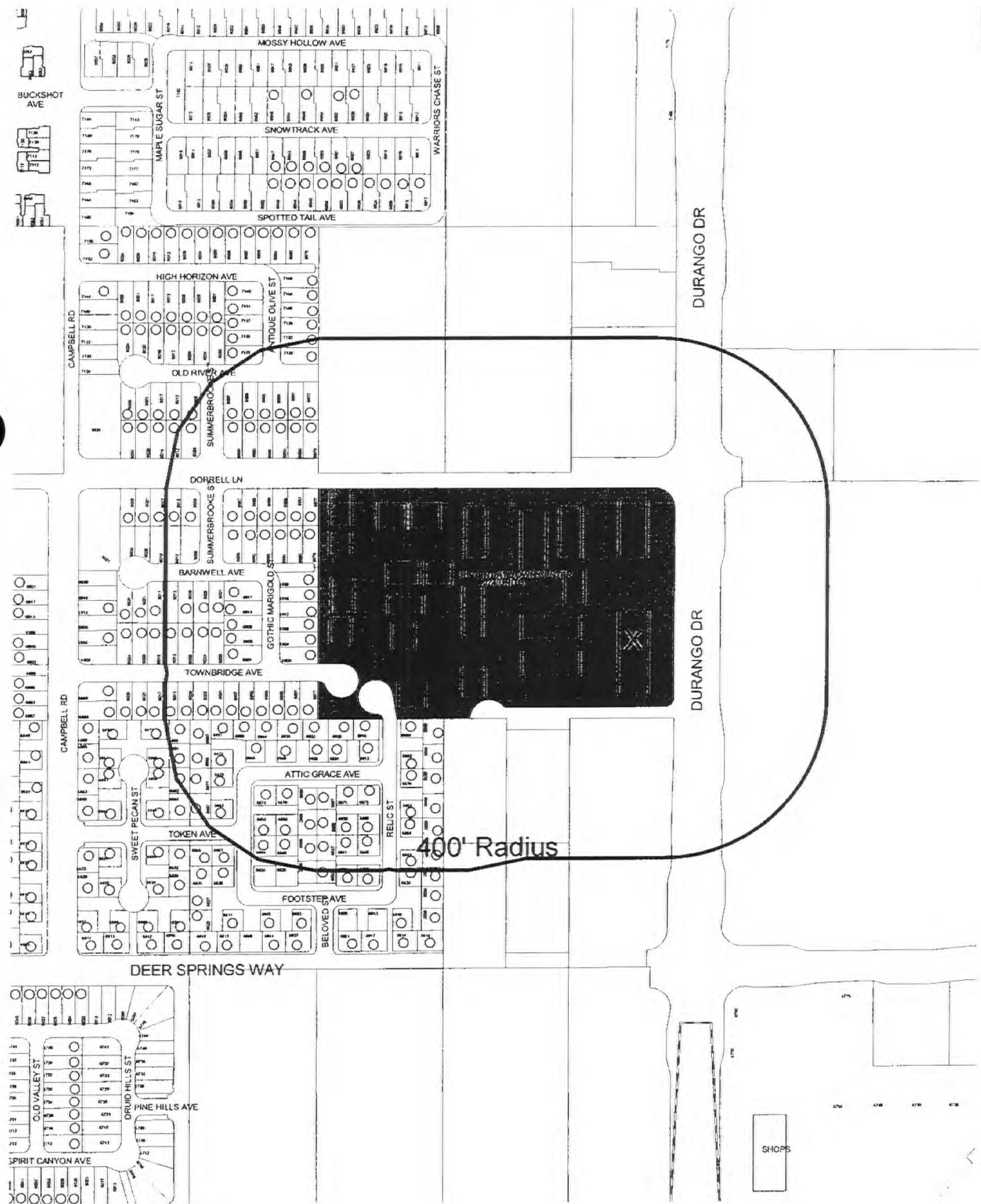
Minutes:

The applicants were present.

JIM DiFIORE, Manager of Business Services, reported that this matter involves the final review on the temporary license for Durango Market. The original area of concern included the issuance of citations to the applicants in California for selling alcohol to minors during the years 1989, 1990 and 2000. However, during the temporary six-month period, there have been no problems. He recommended approval of a permanent license, with the condition that the applicants comply with the Centennial Hills Sign Standards, as corrected by COUNCILMAN BROWN. MR. TOMA and MR. HERFI agreed with the recommendations of MR. DiFIORE.



DURANGO MARKET



0 200 400 Feet





STATE OF NEVADA
OFFICE OF THE ATTORNEY GENERAL

5420 Kietzke Lane #202

Reno NV 89511

Telephone (775) 688-1818

Fax (775) 850-1110

ag.state.nv.us

E-Mail: aginfo@ag.state.nv.us

GEORGE J. CHANOS
Attorney General

RANDAL R. MUNN
Assistant Attorney General

Monday, September 11, 2006

Durango Market
6955 N Durango Suite #113
Las Vegas, NV 89149

Dear Owner/Manager:

Congratulations! The Nevada Attorney General's office recently conducted a tobacco compliance check at your store. The details of that compliance check are on the enclosed form. Please review it carefully to answer any questions you may have. Please feel free to give a copy of the form or this letter to all members of your staff.

The Attorney General's office is conducting compliance checks where a citation into justice court will be issued to the clerk who sold tobacco to an underage youth. Since the clerk in your store did not sell tobacco, no citation was issued. When conducting these checks, the underage youth will tell the truth when asked his or her age. If asked for a photo ID, the underage youth may present their own photo ID showing their true age (under 18) or say they do not have one with them or say they do not have one. If the clerk sells a tobacco product to the underage minor, the investigator supervising the compliance check will return to your store and issue a citation to the clerk. This may require interrupting the work routine in your store for a short period of time. Please cooperate with the investigator so that he or she can complete the citation and answer any questions you or your staff may have. Within a reasonable time after the compliance check, you will be mailed a copy of a form reporting the results of the compliance check. The maximum fine for selling tobacco to a minor is \$500 plus court costs. The local justice of the peace will make the decision on the amount of the fine.

Further, I enclose a one-page, two-sided WE CARD flyer briefly describing practical suggestions for checking drivers licenses and other photo ID's. You may want to copy this flyer and distribute copies of it to each of your employees. If you have any questions or suggestions for me, please call me at 775-688-1818. Thank you for your assistance.

Sincere regards,
George J. Chanos
Attorney General

By:

A handwritten signature in black ink, appearing to read "V. Oldenburg".

Vicky Oldenburg
Senior Deputy Attorney General

Enclosures

Submitted at City Council
Date 10/18/06 Item 71

Office of the Attorney General

Tobacco Compliance Check

Retailer Information

Durango Market
6955 N Durango Suite #113
Las Vegas, NV 89149

Unique ID: 3084
Prior Inspection: 5/5/2006: 2:26:00 PM
Prior Inspection Results: Completed
Status: Active

Please check the appropriate box for the business classification:

☐ Gen Merch ☐ SM/Grocery ☐ Conven ☐ Conv/Gas ☐ Gas ☐ Drug ☐ Tobacco ☐ Other

☐ Does Not Sell Tobacco ☐ Business Temporarily Closed ☐ Out of Business ☐ Unsatisfactory Conditions
☐ Vending Machine ☐ Vending Machine Removed ☐ Not Allowed

If the retailer information is not correct, please check the appropriate box(es):

☐ Business Name Change ☐ Owner Change ☐ Address Change

Date of Check: 8.24.06	Time of Check (Military): 0944	Minor ID: 100031	Minor's Initials: AA
---------------------------	-----------------------------------	---------------------	-------------------------

Result of minor's attempt to purchase tobacco product:

ID Requested: ☒ Yes ☐ No	Age Asked: ☐ Yes ☒ No	Sale Completed: ☐ Yes ☒ No	Minor's Age: 16	Minor's DOB: 3.22.96
---	--	---	--------------------	-------------------------

Retail Clerk: ☒ Male ☐ Female	Retail Clerk's Name: Loui	Retail Clerk's Position: Clerk	Register Location: only
--	------------------------------	-----------------------------------	----------------------------

Prior Inspection Citation: ☐ Yes ☒ No

If Yes, clerk name:

Officer witnessed transaction?

☒ Yes
☐ No

Attempted purchase item:

☒ Cigarettes
☐ Smokeless Tobacco
☐ Other

Officer's signature

Tony Kotlarz

Officer's name (please print)

INVESTIGATOR KOTLARZ

Additional Comments

If sale completed, follow Evidence Collection Procedures.

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 18, 2006

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☐ Consent ☒ Discussion

SUBJECT:

ABEYANCE ITEM - Discussion and possible action regarding Change of Location for a Package License and Restricted Gaming License for 7 Slots, Bock & Bock, dba Four Aces Emporium, From: 124 South 1st Street, To: 519 East St. Louis Avenue, Howard G. Bock, 50% jointly with spouse and Caryl E. Bock, 50% jointly with spouse (NOTE: Item to be heard in the afternoon session in conjunction with Item 128 - SUP-15442) - Ward 3 (Reese)

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Dept./Division:

Amount:

Funding Source:

PURPOSE/BACKGROUND:

Discussion and possible action regarding Change of Location for a Package License and Restricted Gaming License for 7 Slots.

RECOMMENDATION:

Recommend approval consistent with special use permit conditions.

BACKUP DOCUMENTATION:

Map

Motion made by GARY REESE to Table Item 115 [GPA-14118], Item 116 [ZON-14120], Item 117 [VAR-14122] and Item 118 [SDR-14114]; HOLD IN ABEYANCE Item 119 [ZON-15031], Item 120 [SDR-15030], Item 124 [SUP-13362], Item 131 [RQR-13989], Item 133 [ZON-14344], Item 134 [VAR-15323], Item 135 [SDR-14353] and Item 142 [SDR-15747] to 11/15/2006; Item 129 [RQR-15420], Item 130 [RQR-13791], Item 132 [RQR-15054] and Item 141 [SUP-15347] to 11/01/2006; Item 128 [SUP-15442] and Item 72 [Four Aces Emporium] to 02/07/2007

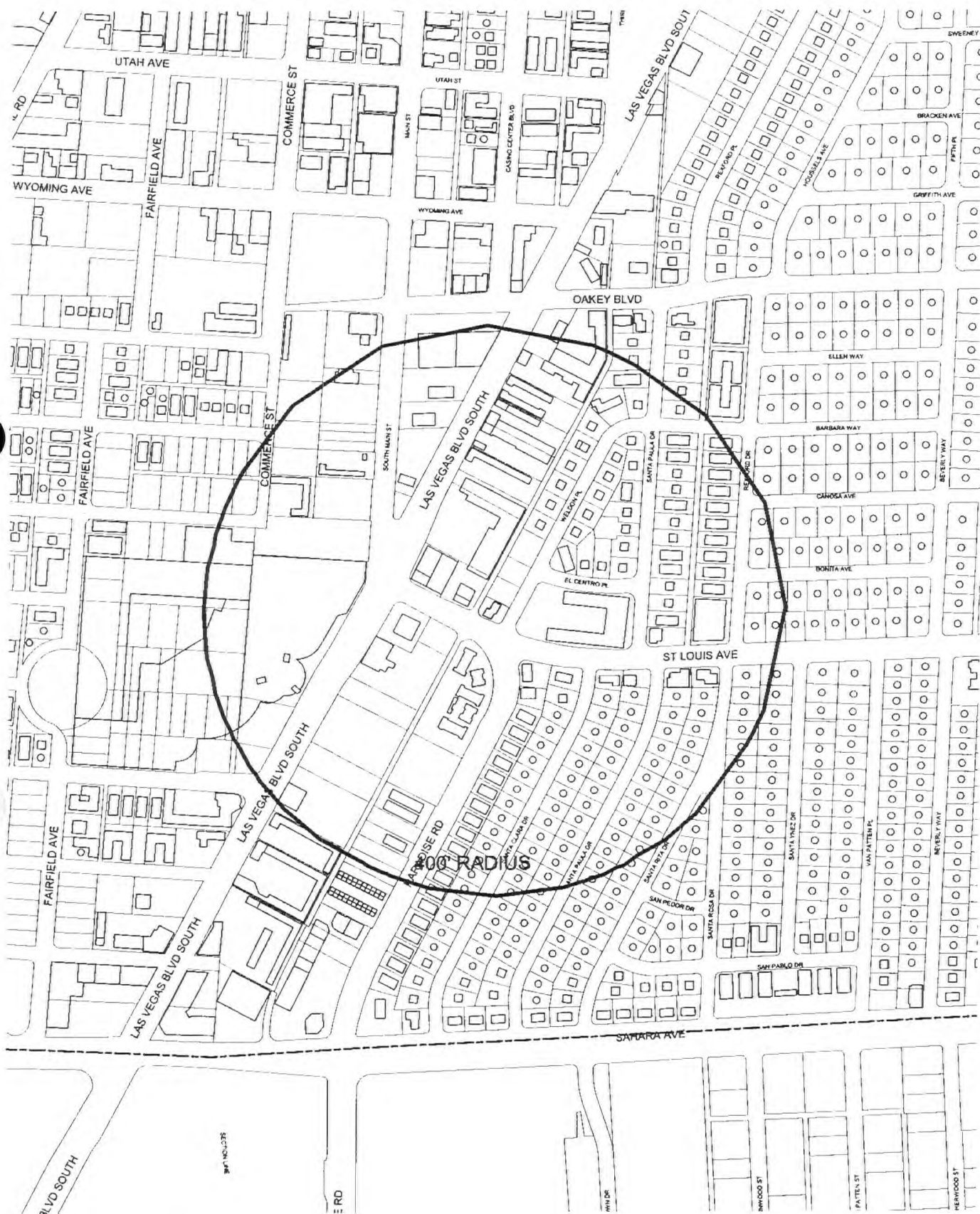
Passed For: 7; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 0

GARY REESE, STEVE WOLFSON, STEVEN D. ROSS, LOIS TARKANIAN, LAWRENCE WEEKLY, LARRY BROWN, OSCAR B. GOODMAN; (Against-None); (Abstain-None); (Did Not Vote-None); (Excused-None)

Minutes:

See Item 93 for related discussion.

FOUR ACES EMPORIUM



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 18, 2006

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☐ Consent ☒ Discussion

SUBJECT:

Discussion and possible action regarding Temporary Approval of a new Tavern-limited License subject to the provisions of the planning and fire codes and Health Dept. regulations, Metro Relic, LLC, dba Kismet, 105 South Las Vegas Boulevard, Marianne Kain-Moran, Managing Mmbr and Jane Pike, Mmbr - Ward 5 (Weekly)

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Dept./Division:

Amount:

Funding Source:

PURPOSE/BACKGROUND:

Discussion and possible action regarding Temporary Approval of a new Tavern-limited License.

RECOMMENDATION:

Recommend approval subject to the provisions of the planning and fire codes and Health Dept. regulations with authority for the Director or Designee to issue a permanent license or extend the temporary in the event the investigation report is not completed within the 6-month temporary period.

BACKUP DOCUMENTATION:

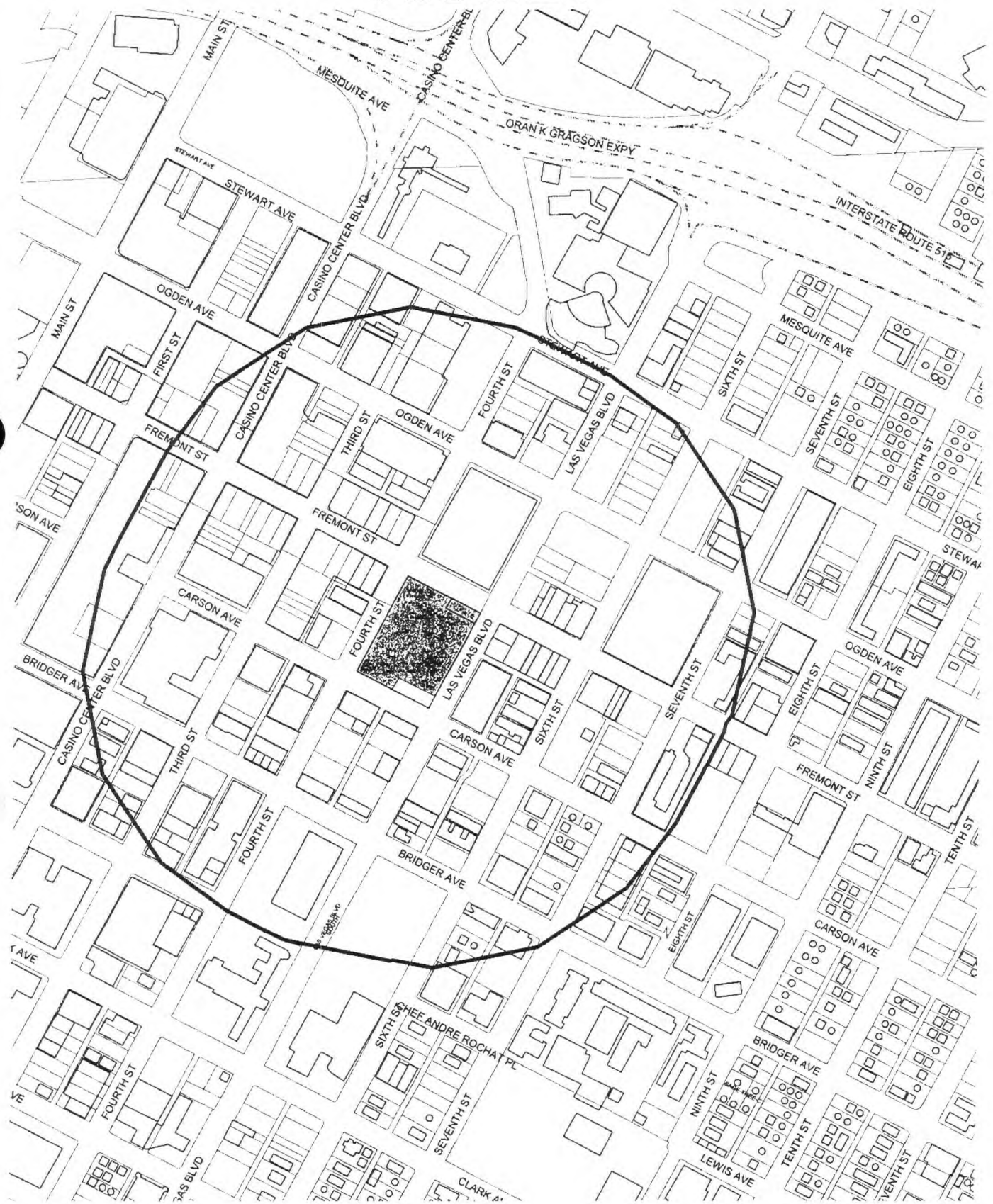
Map

Motion made by GARY REESE to Strike Items 16, 73, 76, 77, 78, 82 and 84

Passed For: 6; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 1

LOIS TARKANIAN, LAWRENCE WEEKLY, LARRY BROWN, OSCAR B. GOODMAN,
GARY REESE, STEVE WOLFSON; (Against-None); (Abstain-None); (Did Not Vote-None);
(Excused-STEVEN D. ROSS)

KISMET



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AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 18, 2006

DEPARTMENT: FINANCE AND BUSINESS SERVICES**DIRECTOR: MARK R. VINCENT**☐ Consent ☒ Discussion**SUBJECT:**

Discussion and possible action regarding Temporary Approval of a new Supper Club License subject to the provisions of the planning and fire codes and Health Dept. regulations, MP Partners-Summerlin, LLC, dba Makino's Sushi Seafood Buffet & Lounge, 1225 South Fort Apache Road, Suite 100, Masako Ishitsuka, Mgr, Mbr, Masashi Endo, Mgr, Mmbr, PAC Consulting, Inc, Managing Mmbr, 50%, Masashi Endo, Pres, Las Vegas Kitchen, LLC, Managing Mmbr, 50%, Masako Ishitsuka, Mgr, Mmbr - Ward 2 (Wolfson)

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

Discussion and possible action regarding Temporary Approval of a new Supper Club License.

The applicants submitted all of the required documentation and paid all applicable fees for investigation on July 28, 2006. Based on a review of the SCOPE printouts furnished to this Department by the applicants, we have determined they are preliminary suitable to hold a temporary supper club license until the investigation is complete.

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

RECOMMENDATION:

Recommend approval subject to the provisions of the planning and fire codes and Health Dept. regulations with authority for the Director or Designee to issue a permanent license or extend the temporary in the event the investigation report is not completed within the 6-month temporary period.

BACKUP DOCUMENTATION:

Map

Motion made by STEVE WOLFSON to Approve a temporary license, subject to the provisions as recommended, with authority granted to the Director or Designee to issue a permanent license after completion of appropriate process or to extend the temporary in the event the police report is not completed within the six-month temporary period

CITY COUNCIL MEETING OF: OCTOBER 18, 2006

Passed For: 6; Against: 0; Abstain: 1; Did Not Vote: 0; Excused: 0

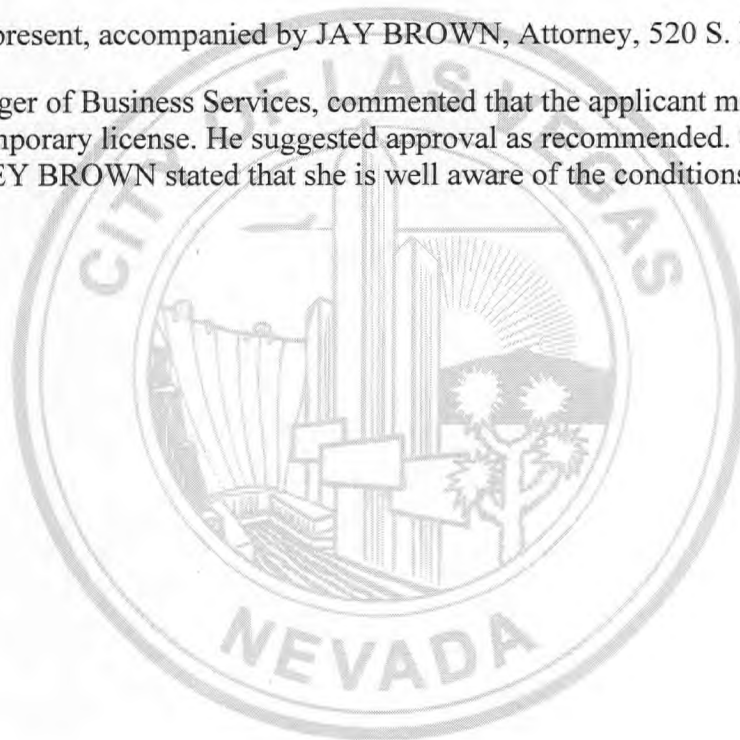
LOIS TARKANIAN, LAWRENCE WEEKLY, LARRY BROWN, GARY REESE, STEVE WOLFSON, STEVEN D. ROSS; (Against-None); (Abstain-OSCAR B. GOODMAN); (Did Not Vote-None); (Excused-None)

NOTE: MAYOR GOODMAN disclosed that he would be abstaining, as he has a partnership interest with ATTORNEY BROWN on a piece of property located on West Charleston. However, he asked CITY ATTORNEY JERBIC to seek an opinion from the Ethics Commission, because he did not feel he should be disqualified from voting because of attenuations, such as in the Crazy Horse Too matter and this matter.

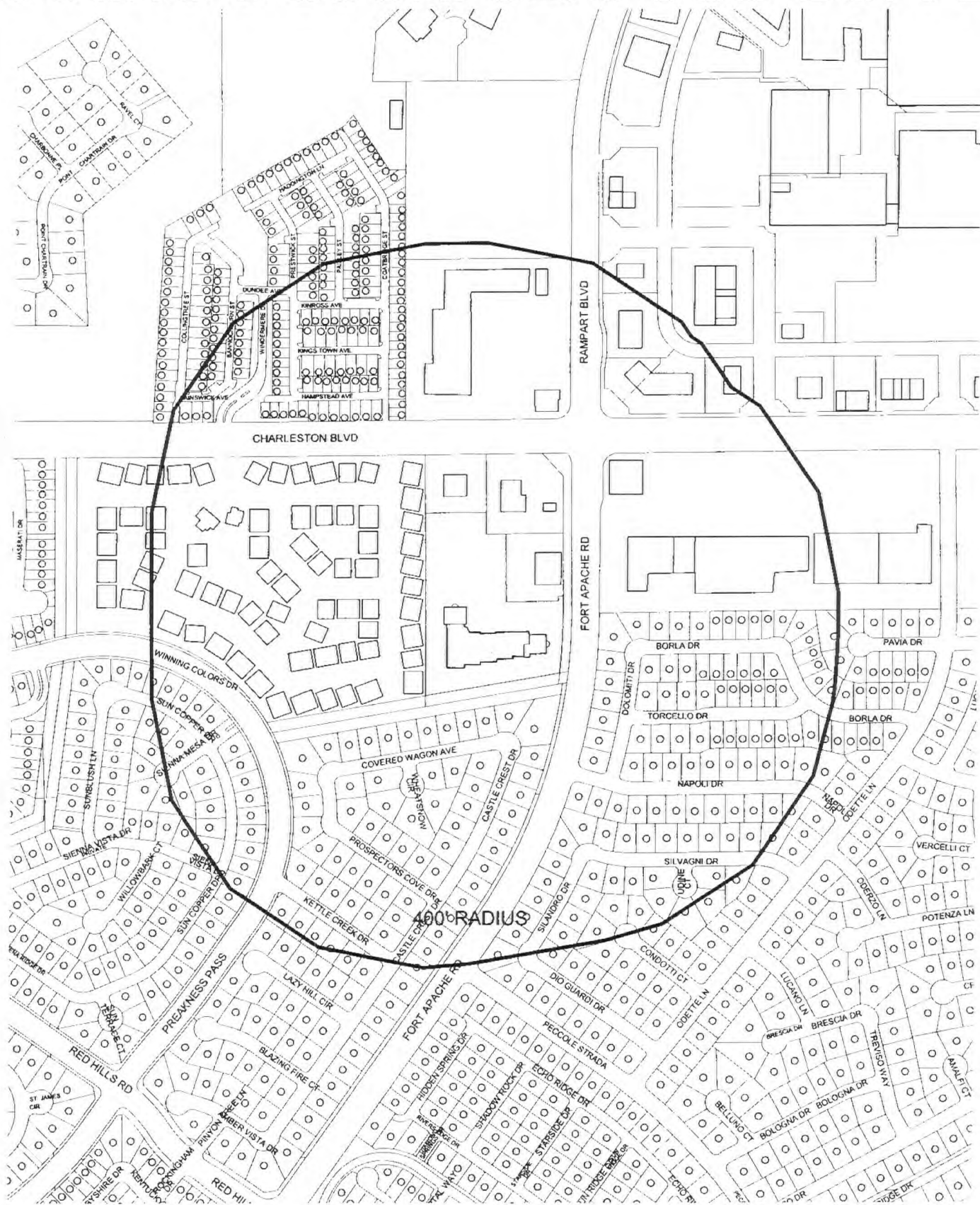
Minutes:

The applicants were present, accompanied by JAY BROWN, Attorney, 520 S. Fourth Street.

JIM DiFIORE, Manager of Business Services, commented that the applicant met the criteria for consideration of a temporary license. He suggested approval as recommended. On behalf of the applicant, ATTORNEY BROWN stated that she is well aware of the conditions.



MAKINO'S SUSHI SEAFOOD BUFFET



0 200 400 Feet



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 18, 2006

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☐ Consent ☒ Discussion

SUBJECT:

Discussion and possible action regarding Temporary Approval of Change of Ownership for a Tavern License and a new Restricted Gaming License for 15 slots subject to the provisions of the fire codes and Health Dept. regulations and approval by the Nevada Gaming Commission, From: L & I Properties, Inc., dba O'Aces Bar & Grill, Leonard B. Shapiro, Dir, Pres, Secy, Treas, 100%, To: Huntridge Shopping Center, LLC, dba O' Aces Bar & Grill, 3003 North Rainbow Boulevard, Paul L. Kellogg III, Mmbr, Mgr, 50% and Bert P. Woywod, Mmbr, Mgr, 50% - Ward 5 (Weekly)

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Dept./Division:

Amount:

Funding Source:

PURPOSE/BACKGROUND:

Discussion and possible action regarding Temporary Approval of Change of Ownership for a Tavern License and a new Restricted Gaming License for 15 slots.

RECOMMENDATION:

Recommend approval subject to the provisions of the fire codes and Health Dept. regulations with authority for the Director or Designee to issue a permanent Tavern license or extend the temporary in the event the investigation report is not completed within the 6-month temporary period and issue the Restricted Gaming License upon confirmation of approval by the Nevada Gaming Commission.

BACKUP DOCUMENTATION:

Map

Motion made by LAWRENCE WEEKLY to Approve a temporary tavern license, subject to provisions as recommended, with the Director or Designee granted the authority to approve the permanent license after completion of appropriate process or to extend the temporary in the event the police report is not completed within the six-month temporary period, as well as to approve a permanent restricted gaming license for 15 slots, subject to approval by the Nevada Gaming Commission

Passed For: 7; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 0

LOIS TARKANIAN, LAWRENCE WEEKLY, LARRY BROWN, OSCAR B. GOODMAN, GARY REESE, STEVE WOLFSON, STEVEN D. ROSS; (Against-None); (Abstain-None); (Did Not Vote-None); (Excused-None)

CITY COUNCIL MEETING OF: OCTOBER 18, 2006

Minutes:

JASON WOYWOOD, 544 S. Decatur Boulevard, was present.

JIM DiFIORE, Manager of Business Services, stated that the applicant met the criteria for consideration of a temporary tavern license and a new restricted gaming license for 15 slots. He suggested approval of the temporary tavern license, subject to the conditions, as well as approval of a permanent restricted gaming license for 15 slots, subject to Nevada Gaming Commission approval.



O'ACES BAR & GRILL



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AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 18, 2006

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☐ Consent ☒ Discussion

SUBJECT:

Discussion and possible action regarding Temporary Approval of Change of Ownership, Location and Business Name for a Supper Club License subject to the provisions of the planning codes, From: Props Mongolian Grill, LLC, dba Props Mongolian Grill, LLC (Non-Operational), Nicholas S. Kalair, Mmbr, 100%, To: Pumi Sahara Chinese Restaurant, LLC, dba Pumi Oriental Restaurant, 9026 West Sahara Avenue, Jae Soon An, Managing Mmbr, 50% and Pyong Chal An, Managing Mmbr, 50% (NOTE: Item to be heard in the afternoon session in conjunction with Item 108 - SUP-14190) - Ward 2 (Wolfson)

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Dept./Division:

Amount:

Funding Source:

PURPOSE/BACKGROUND:

Discussion and possible action regarding Temporary Approval of Change of Ownership, Location and Business Name for a Supper Club License.

RECOMMENDATION:

Recommend approval subject to the provisions of the planning codes and consistent with the special use permit conditions.

BACKUP DOCUMENTATION:

Map

Motion made by GARY REESE to Strike Items 16, 73, 76, 77, 78, 82 and 84

Passed For: 6; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 1

LOIS TARKANIAN, LAWRENCE WEEKLY, LARRY BROWN, OSCAR B. GOODMAN,
GARY REESE, STEVE WOLFSON; (Against-None); (Abstain-None); (Did Not Vote-None);
(Excused-STEVEN D. ROSS)

PUMI ORIENTAL RESTAURANT



0 200 400 Feet



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 18, 2006

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☐ Consent ☒ Discussion

SUBJECT:

Discussion and possible action regarding a new Temporary Psychic Art and Science License subject to the provisions of the planning and fire codes, Lolita Evans, dba Spiritual Insights, 1000 East Sahara Avenue, Suite 101, Lolita Evans, 50% - Ward 3 (Reese)

Fiscal Impact



No Impact



Augmentation Required



Budget Funds Available

Dept./Division:

Amount:

Funding Source:

PURPOSE/BACKGROUND:

Discussion and possible action regarding a new Temporary Psychic Art and Science License.

RECOMMENDATION:

Recommend approval of the Temporary License subject to the provisions of the planning and fire codes, with authority for the Director or Designee to issue a permanent license or extend the temporary in the event the investigation report is not completed within the 6-month temporary period.

BACKUP DOCUMENTATION:

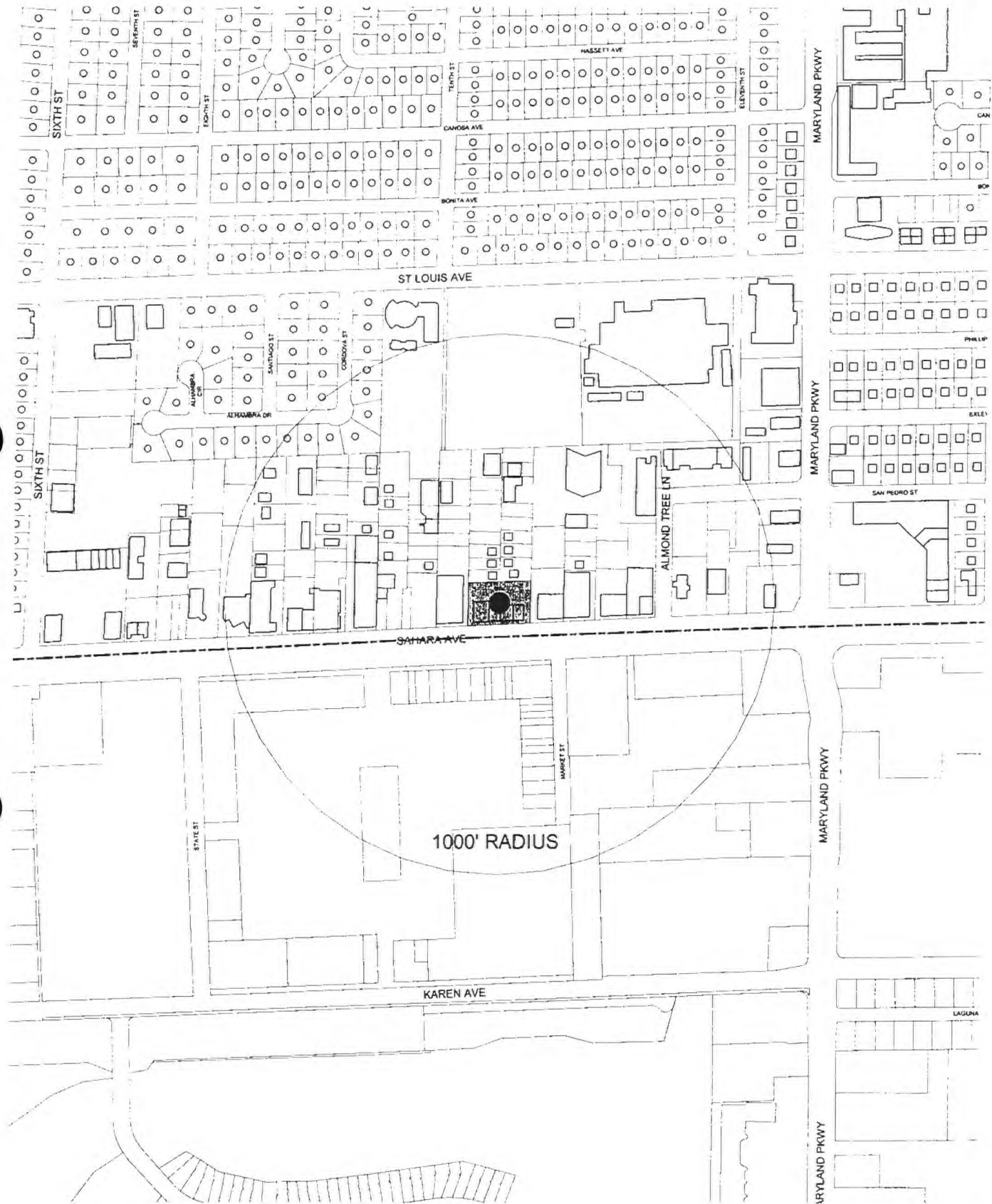
1. Map
2. Letter
3. Submitted at meeting – Comments by Tom McGowan for Items 77 and 78

Motion made by GARY REESE to Strike Items 16, 73, 76, 77, 78, 82 and 84

Passed For: 6; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 1

LOIS TARKANIAN, LAWRENCE WEEKLY, LARRY BROWN, OSCAR B. GOODMAN,
GARY REESE, STEVE WOLFSON; (Against-None); (Abstain-None); (Did Not Vote-None);
(Excused-STEVEN D. ROSS)

SPIRITUAL INSIGHTS/LOLITA EVANS



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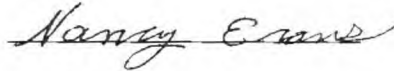
9/14/06

Dear Jim Difore,

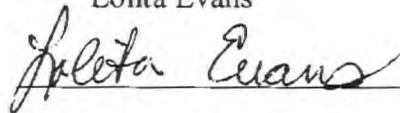
This letter is on behalf of Lolita Evans and Nancy Evans; we are requesting a temporary license because of financial obligations to keep office that we are applying for license for. It is financially a burden right now and we don't have the finances to wait 4 months for the background check. We have been to all three of the police departments in Las Vegas to receive the scope checks and we have gotten scopes checks from Connecticut as well. This would be greatly appreciated.

Sincerely,

Nancy Evans

A handwritten signature in cursive script that reads "Nancy Evans".

Lolita Evans

A handwritten signature in cursive script that reads "Lolita Evans".

(TM, CONT'D)

--(30")--

AGENDA ITEMS
#77 AND #78.
TAKEN TOGETHER

TOM MC GOWAN; LAS VEGAS RESIDENT, IN ADDRESS OF ITEMS #77 AND #78,
TAKEN TOGETHER:-

Q:- WHAT'S THE REASON FOR THE APPARENT DISPARITY BETWEEN THE TWO (2) CLOSELY
RELATED ITEMS, WHEREIN THE FIRST 50% OWNER AND PRIVILEGED LICENSE APPLICANT
IS DESIGNATED: 'NEW AND TEMPORARY', AND THE COLLEAGUE 50% OWNER AND
PRIVILEGED LICENSE APPLICANT IS DESIGNATED: 'NEW', BUT NOT 'TEMPORARY'?

AND:

DID STAFF CONDUCT A FULL INVESTIGATION OF THE BACKGROUNDS OF BOTH
APPLICANTS (?), ~ IF NOT, WHY NOT? ~ AND: ~ ABSENT CREDIBLE RESPONSE TO
THE PUBLIC QUESTIONS, ~ DENY BOTH ITEMS. THANK YOU.

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 18, 2006

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☐ Consent ☒ Discussion

SUBJECT:

Discussion and possible action regarding a new Psychic Art and Science License subject to the provisions of the planning and fire codes, Nancy Evans, dba Spiritual Insights, 1000 East Sahara Avenue, Suite 101, Nancy Evans, 50% - Ward 3 (Reese)

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Dept./Division:

Amount:

Funding Source:

PURPOSE/BACKGROUND:

Discussion and possible action regarding a new Temporary Psychic Art and Science License.

RECOMMENDATION:

Recommend approval subject to the provisions of the fire codes with authority for the Director or Designee to issue a permanent license or extend the temporary in the event the investigation report is not completed within the 6-month temporary period.

BACKUP DOCUMENTATION:

1. Map
2. Letter

Motion made by GARY REESE to Strike Items 16, 73, 76, 77, 78, 82 and 84

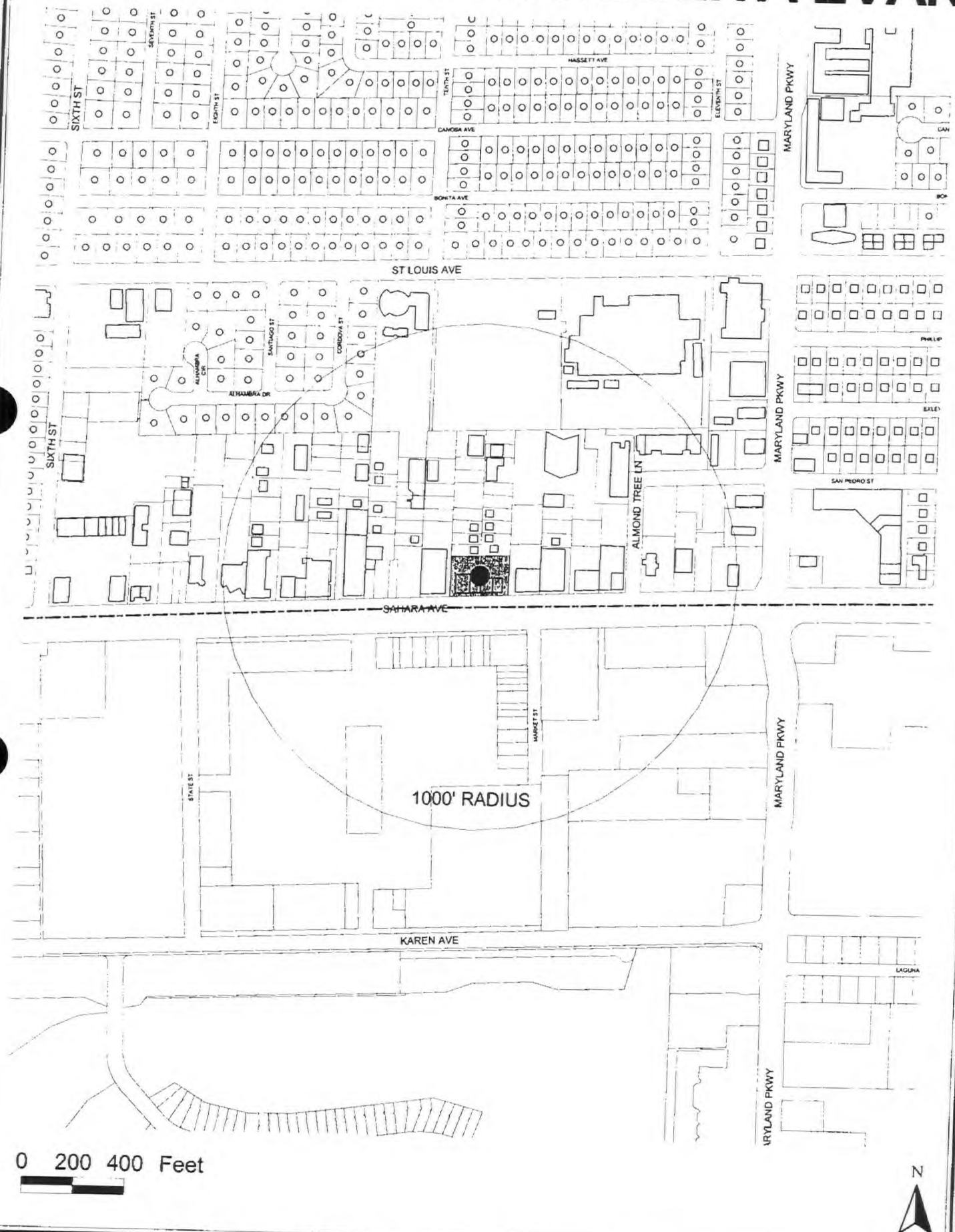
Passed For: 6; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 1

LOIS TARKANIAN, LAWRENCE WEEKLY, LARRY BROWN, OSCAR B. GOODMAN,
GARY REESE, STEVE WOLFSON; (Against-None); (Abstain-None); (Did Not Vote-None);
(Excused-STEVEN D. ROSS)

Minutes:

See Item 77 for related backup.

SPIRITUAL INSIGHTS/LOLITA EVANS



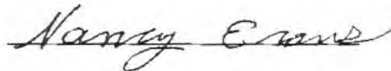
9/14/06

Dear Jim Difore,

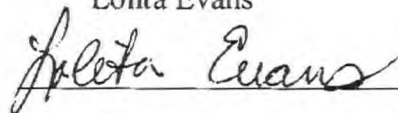
This letter is on behalf of Lolita Evans and Nancy Evans; we are requesting a temporary license because of financial obligations to keep office that we are applying for license for. It is financially a burden right now and we don't have the finances to wait 4 months for the background check. We have been to all three of the police departments in Las Vegas to receive the scope checks and we have gotten scopes checks from Connecticut as well. This would be greatly appreciated.

Sincerely,

Nancy Evans

A handwritten signature in cursive script that reads "Nancy Evans".

Lolita Evans

A handwritten signature in cursive script that reads "Lolita Evans".

(TM, CONT'D)

-- (30") --

AGENDA ITEMS
#77 and #78.
TAKEN TOGETHER

TOM MC GOWAN; LAS VEGAS RESIDENT, IN ADDRESS OF ITEMS #77. AND #78.
TAKEN TOGETHER:-

Q:- WHAT'S THE REASON FOR THE APPARENT DISPARITY BETWEEN THE TWO (2) CLOSELY RELATED ITEMS, WHEREIN THE FIRST 50% OWNER AND, PRIVILEGED LICENSE APPLICANT IS DESIGNATED: 'NEW AND TEMPORARY', AND THE COLLEAGUE 50% OWNER AND PRIVILEGED LICENSE APPLICANT IS DESIGNATED: 'NEW', BUT NOT 'TEMPORARY'?

AND:

DID STAFF CONDUCT A FULL INVESTIGATION OF THE BACKGROUNDS OF BOTH APPLICANTS (?), ~ IF NOT, WHY NOT? ~ AND: ~ ABSENT CREDIBLE RESPONSE TO THE PUBLIC QUESTIONS, ~ DENY BOTH ITEMS. THANK YOU.

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 18, 2006

DEPARTMENT: PUBLIC WORKS

DIRECTOR: CHARLIE KAJKOWSKI

☐ Consent ☒ Discussion

SUBJECT:

Report on the status of the Regional Transportation Commission (RTC) Bus Rapid Transit

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Dept./Division:

Amount:

Funding Source:

PURPOSE/BACKGROUND:

Jacob Snow, General Manager of the Regional Transportation Commission (RTC) of Southern Nevada, will make a presentation on the status of the Bus Rapid Transit as requested by Mayor Goodman at the August 7, 2006 City Council Strategic Planning Workshop.

RECOMMENDATION:

Report only; no action required

BACKUP DOCUMENTATION:

1. Submitted after final agenda - PowerPoint presentation
2. Submitted at meeting - Comments by Tom McGowan

Minutes:

No motion required. A report was given.

CHARLIE KAJKOWSKI, Director of Public Works, introduced JACOB SNOW, General Manager of the Regional Transportation Commission, who gave a detailed PowerPoint presentation, a copy of which is made a part of the minutes, on the status of the Bus Rapid Transit.

COUNCILMAN ROSS noted that he is aware that the RTC is focusing on improving transit in the areas that need it the most; however, he hopes the RTC is also planning on mass transportation solutions to more efficiently move people from the Northwest into the downtown area. MR. SNOW indicated that more double-decker buses are being purchased to be deployed, and the US-95 widening project will include a high-occupancy vehicle lane. Also, the RTC is already working with the City on designated park-and-ride locations. COUNCILMAN WOLFSON asked if the same is being planned for Ward 2, as part of the Summerlin Parkway expansion. MR. SNOW answered in the affirmative.

COUNCILMAN WEEKLY asked MR. SNOW if public awareness meetings will be held. MR. SNOW answered that some public information meetings have already been held on the

CITY COUNCIL MEETING OF: OCTOBER 18, 2006

downtown inter-modal terminal. COUNCILMAN WEEKLY indicated that he would like presentations made by RTC representatives at the neighborhood meetings held by each Councilmember, or perhaps informational pamphlets could be provided for dissemination.

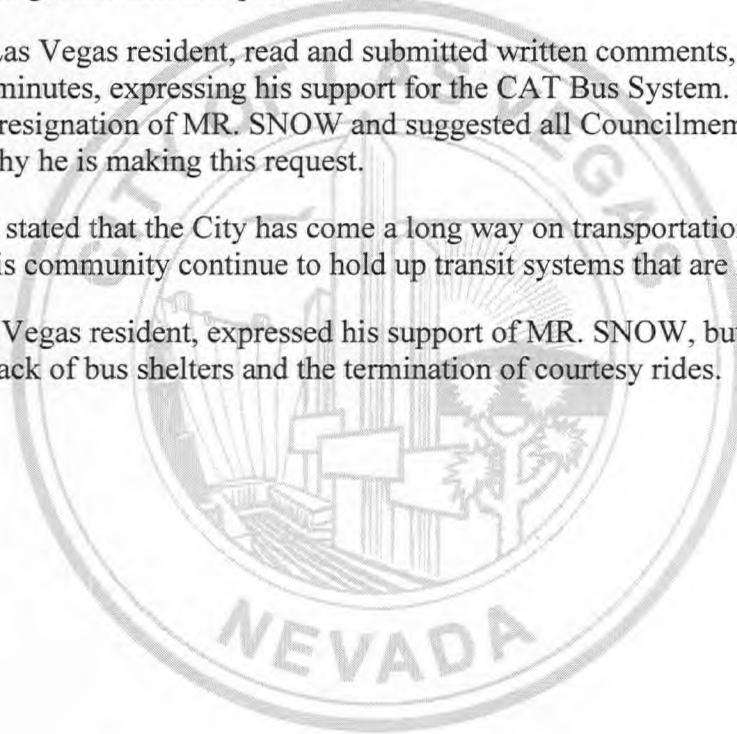
COUNCILMAN BROWN expressed that there are two sides to transit, addressing the current need, while creating a system that will draw even more redevelopment, especially to the downtown corridor.

COUNCILWOMAN TARKANIAN noted that there is a need for bus shelters, to which MR. SNOW indicated that 1,000 new shelters are going to be built. COUNCILWOMAN TARKANIAN then stated that she has received several complaints about people not giving up their seats for the handicapped. MR. SNOW commented that it is not a chronic problem. Police and security officers target and monitor problem areas.

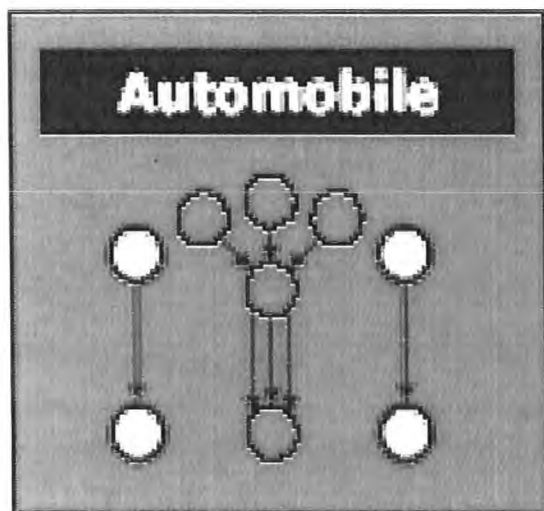
TOM McGOWAN, Las Vegas resident, read and submitted written comments, a copy of which is made a part of the minutes, expressing his support for the CAT Bus System. However, he requested immediate resignation of MR. SNOW and suggested all Councilmembers experience a bus ride to find out why he is making this request.

CHRIS CHRISTOFF stated that the City has come a long way on transportation, but opined that people in power in this community continue to hold up transit systems that are needed.

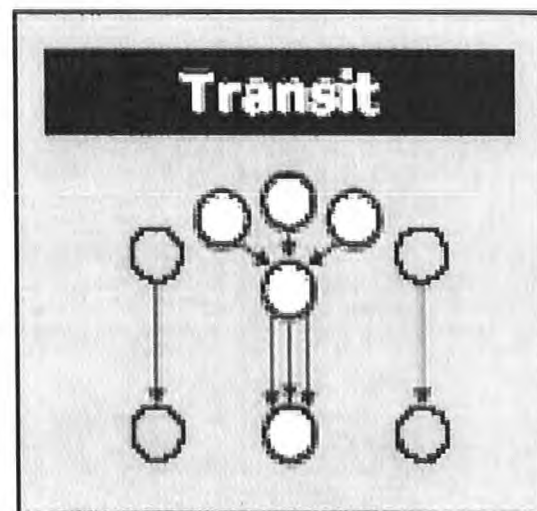
TED RUSSELL, Las Vegas resident, expressed his support of MR. SNOW, but stated that he is concerned about the lack of bus shelters and the termination of courtesy rides.



Modal Mobility: Key Strengths



Going from
where few people are
to where few are going
when even fewer
are going there.



Going from
where many people are
to where many are going
when many of them
are going there.

Both automobiles *and* transit are essential to different *kinds* of mobility. Effective transportation plans take advantage of the different strengths of each mode, and clarify the land uses which best match each mode.



Regional Transportation Commission
 IT Department
 GIS Division
 October 05, 2006

PROPOSED DOWNTOWN CONNECTOR SEGMENTS

Why Do Cities Invest in Mass Transit?



Why Do Cities Invest in Transit?

**"Reduce"
Congestion**



**Improve Air
Quality**



**Reduce
Sprawl**



**Increase
Choices**



To accomplish these goals, transit must attract someone who would otherwise drive a single-passenger automobile.

But Is It a
Better Choice?

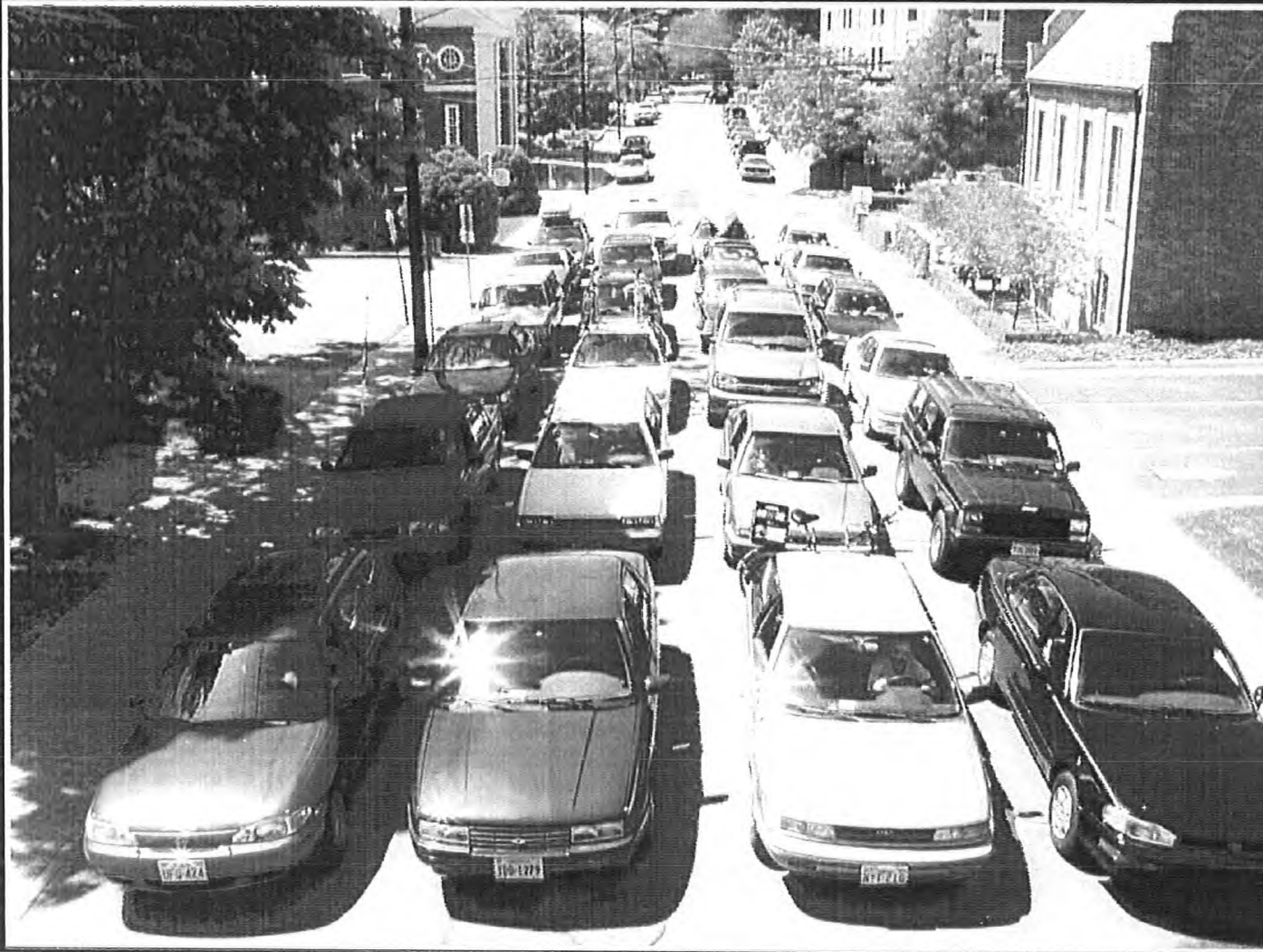
Why Do Cities Invest in Mass Transit?

It's the best way to maximize capacity of existing roadways – at affordable costs



A street full of cars

- Many streets and highways are at capacity, can't fit more cars, and can't be widened.



- If we think in terms of moving people, not cars, existing streets have plenty of room



- Saving a lane for buses would increase the capacity of our streets - without widening.



- People walking and biking fill just a fraction of existing sidewalk and bike lane capacity.



Why invest in transit?

It's the best way to maximize capacity of existing roadways – at affordable costs



Will You Choose Transit?

Findings from Market Research

1/6
strongly
prefer
transit

"Get me
from point A
to point B..."



**Network
Structure
(Connectivity)**

2/3 will use transit
if and when it
meets their needs:

"... quickly
and don't
make me
wait..."



**System
Performance
(Time)**

1/6 will
never use
transit

"...and I
want to feel
good about
it."

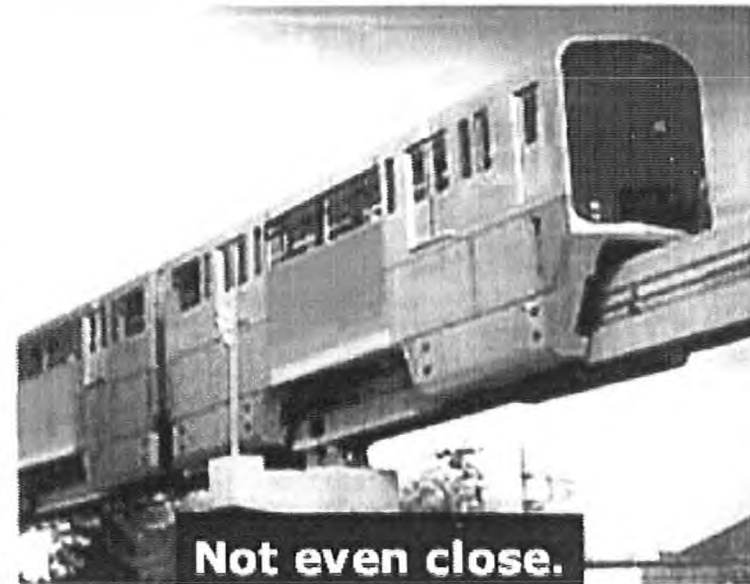


**Customer
Experience**

What Makes Transit Sexy?



Sexy



Not even close.

The characteristics that make a mode attractive to potential riders are rarely *specific* to the mode, though they may reflect the ways in which we've always *deployed* them. Service Breakthroughs happen when we get smart about these things.

A Great Looking Vehicle



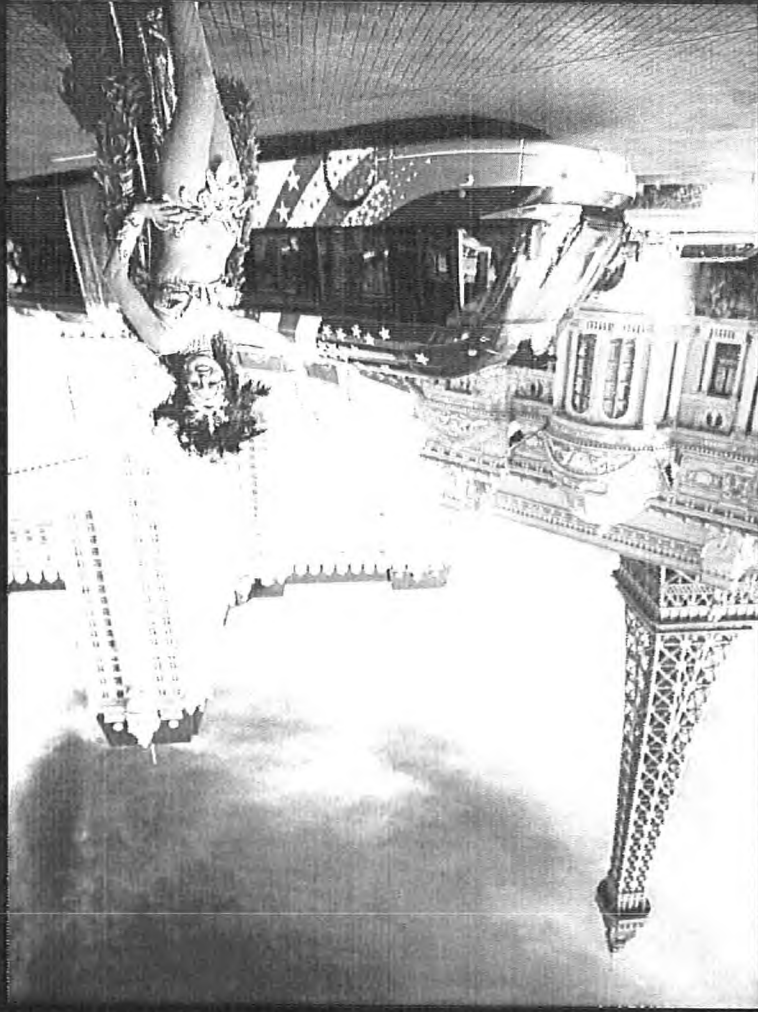
Dedicated Runningway Makes it Fast



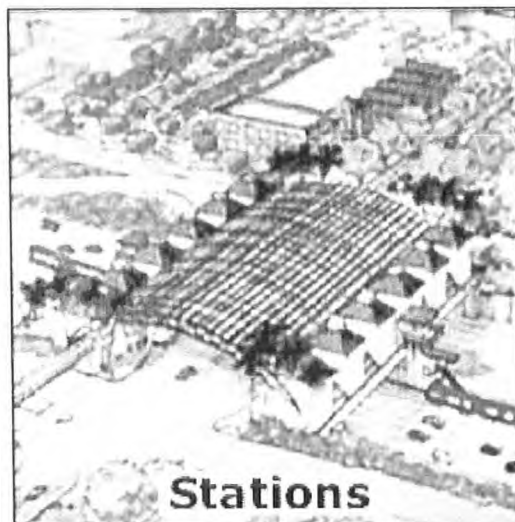
Make it Like a Train



New Drivers and Uniforms



Customer Experience



Stations



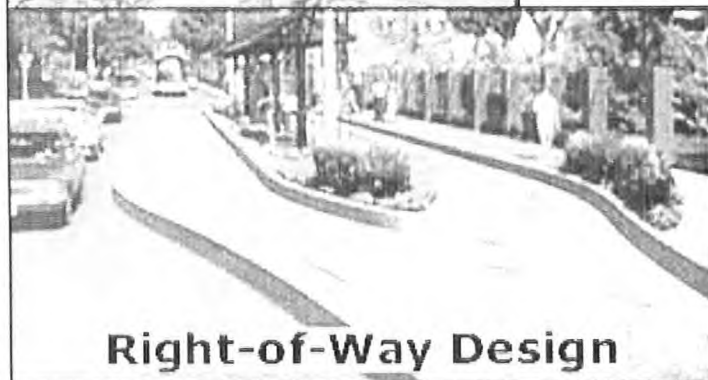
Map



Payment



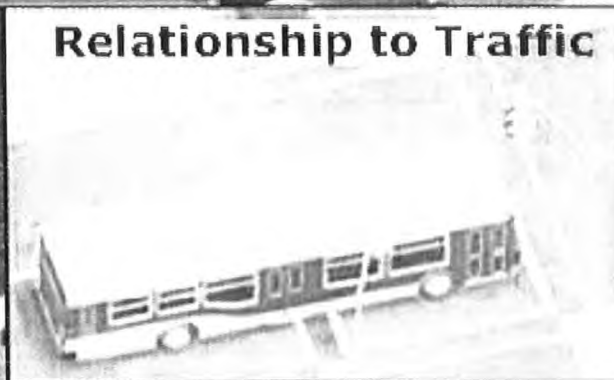
Boarding



Right-of-Way Design



Live Info



Relationship to Traffic

FOLSOM

← FOLSOM ST.

THE EMBARCADERO

HARRISON ST. →









Curitiba: Buses and Roads

Goal:

Make buses run faster.

Problem:

Buses always get stuck in traffic.

Solution:

Create bus-only "roads within roads," with traffic signal priority, both reducing running time and making the system more reliable.



Curitiba, Brazil



Curitiba: Transit/Land Use





Vehicle Arrives at Tube Station 1



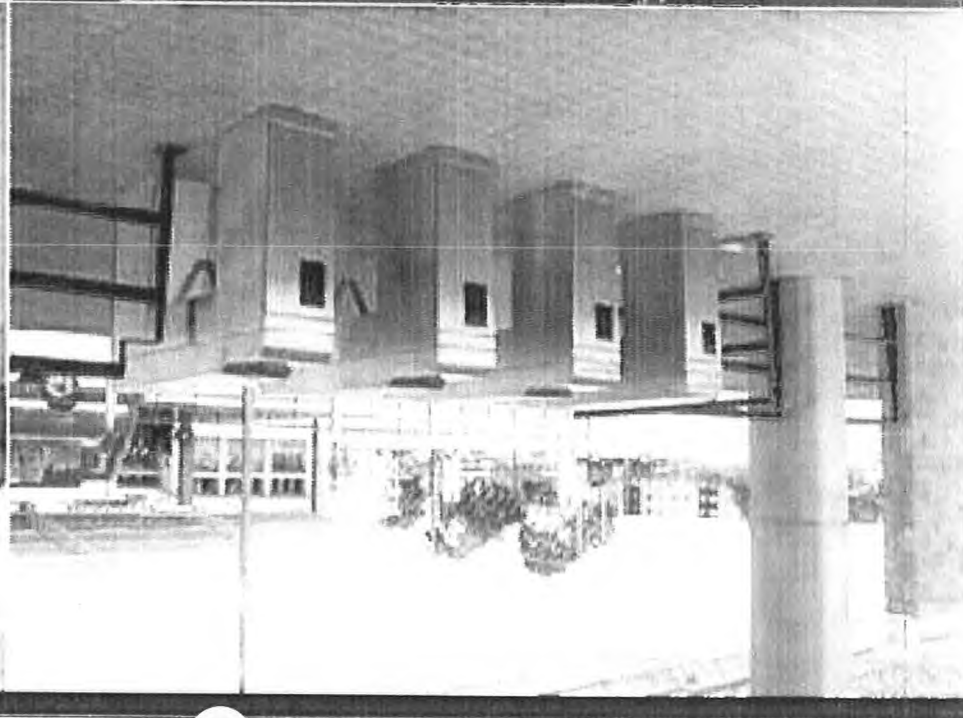
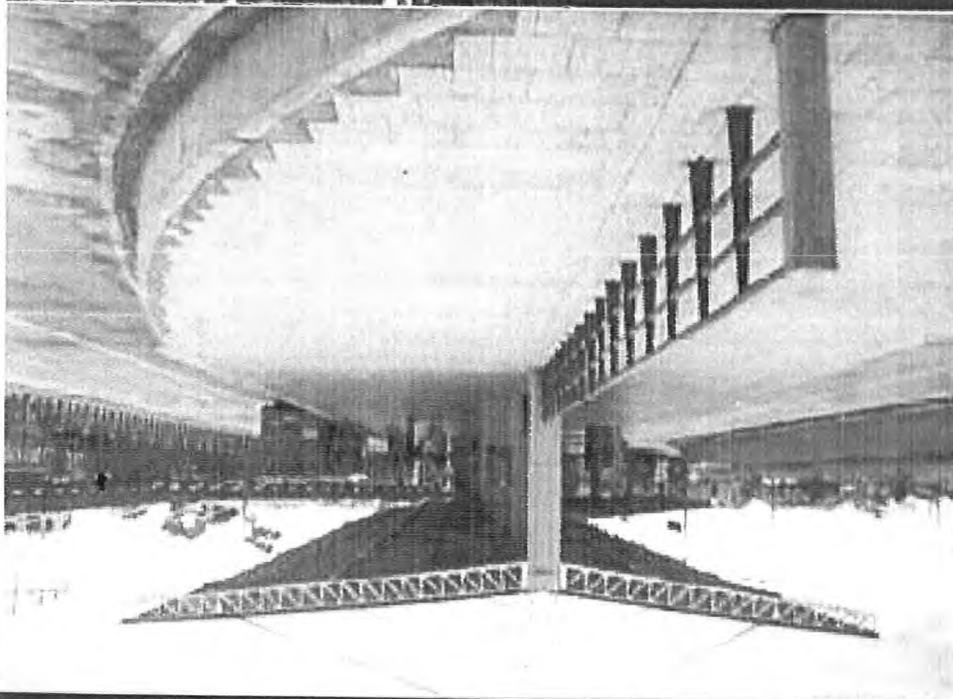
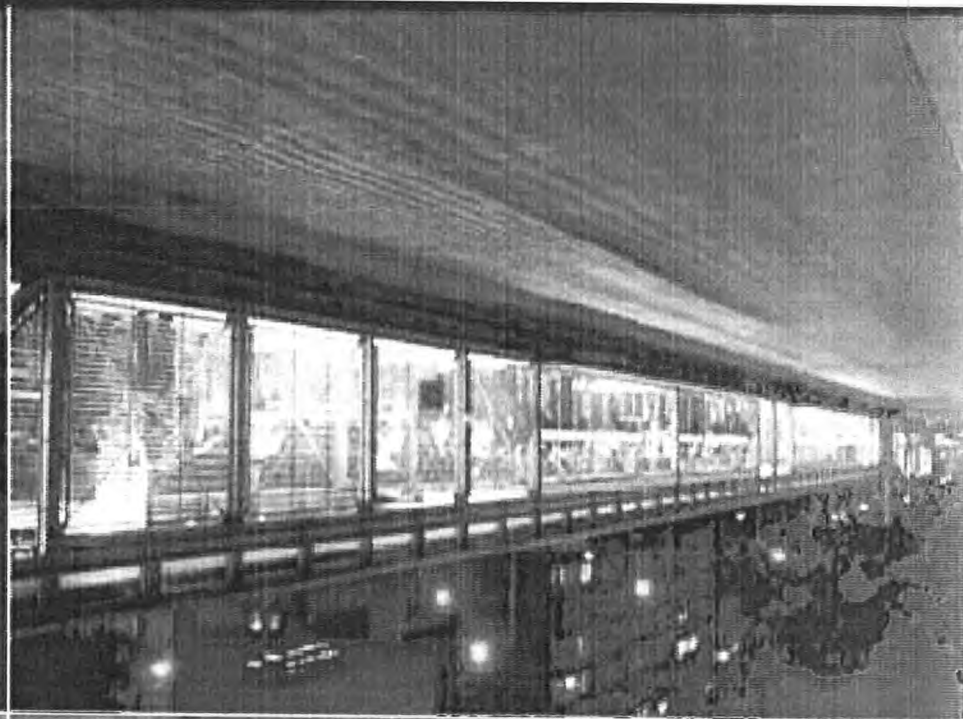
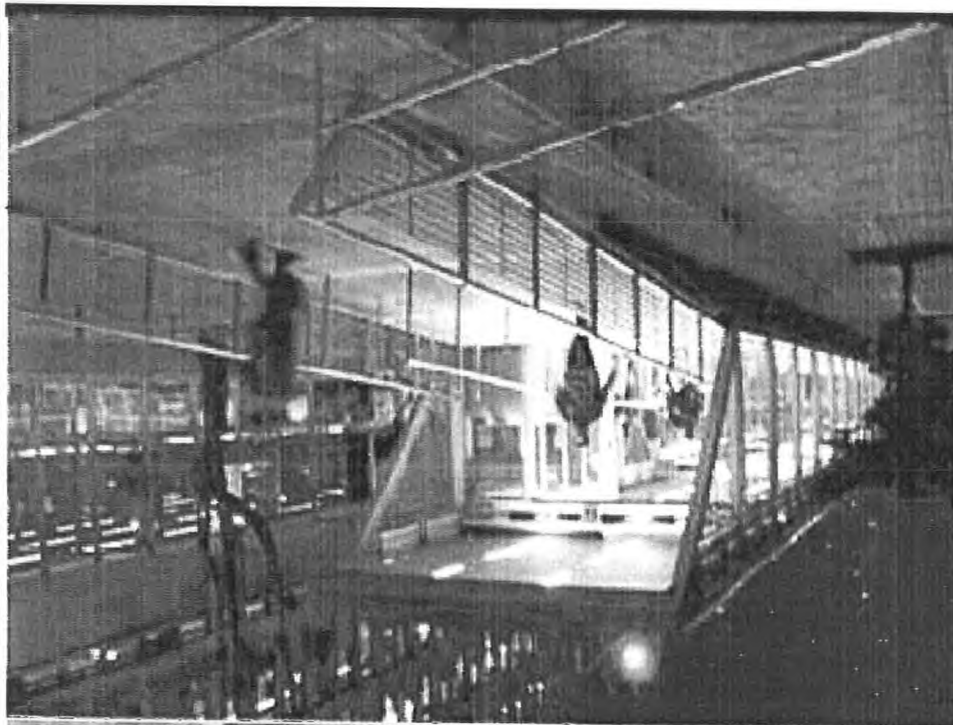
2 Doors In Middle of Vehicle Open



Doors Close 3

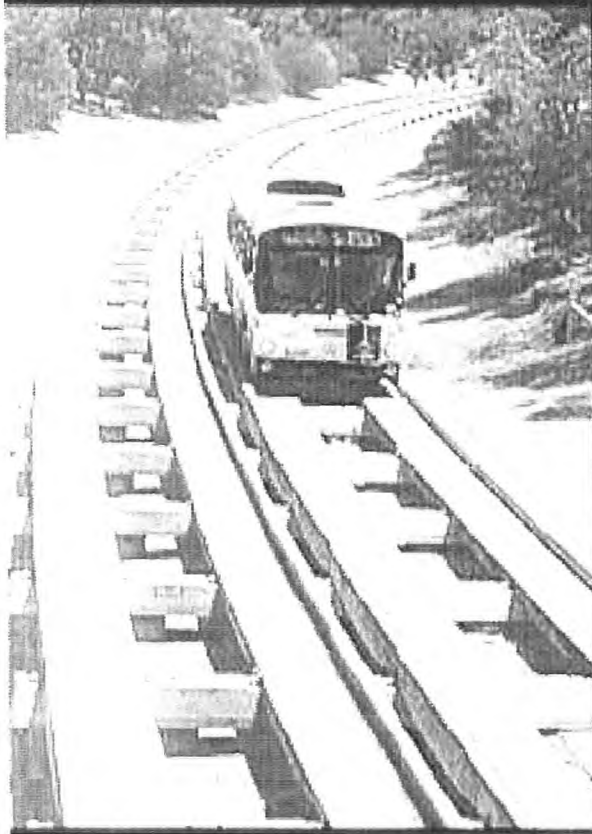


4 Vehicle Leaves Tube Station



Australian BRT Systems

Adelaide: O-Bahn

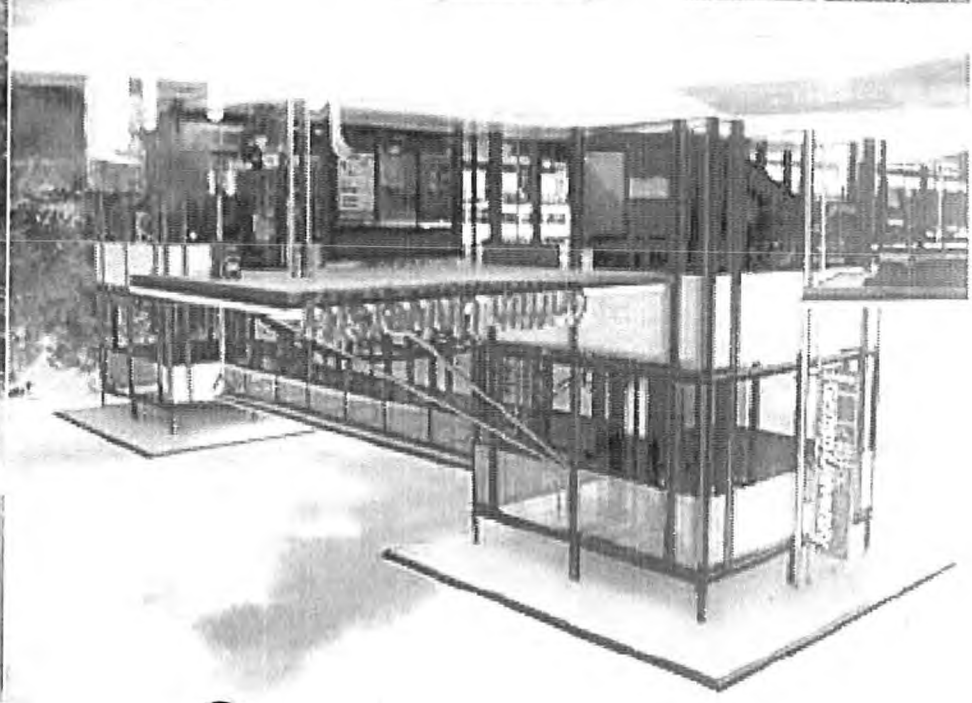
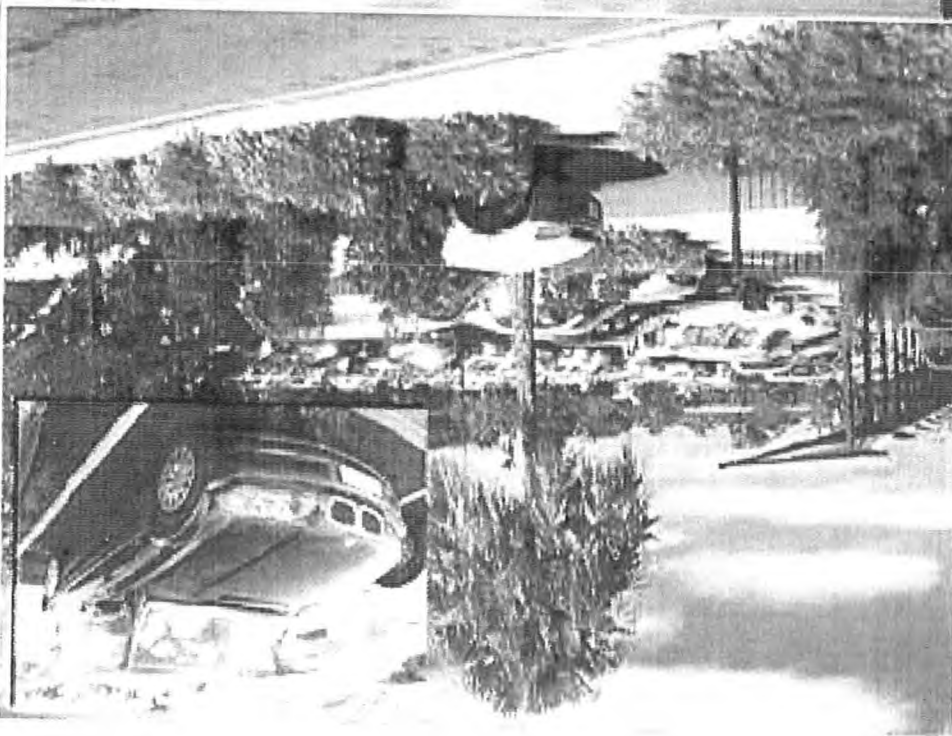
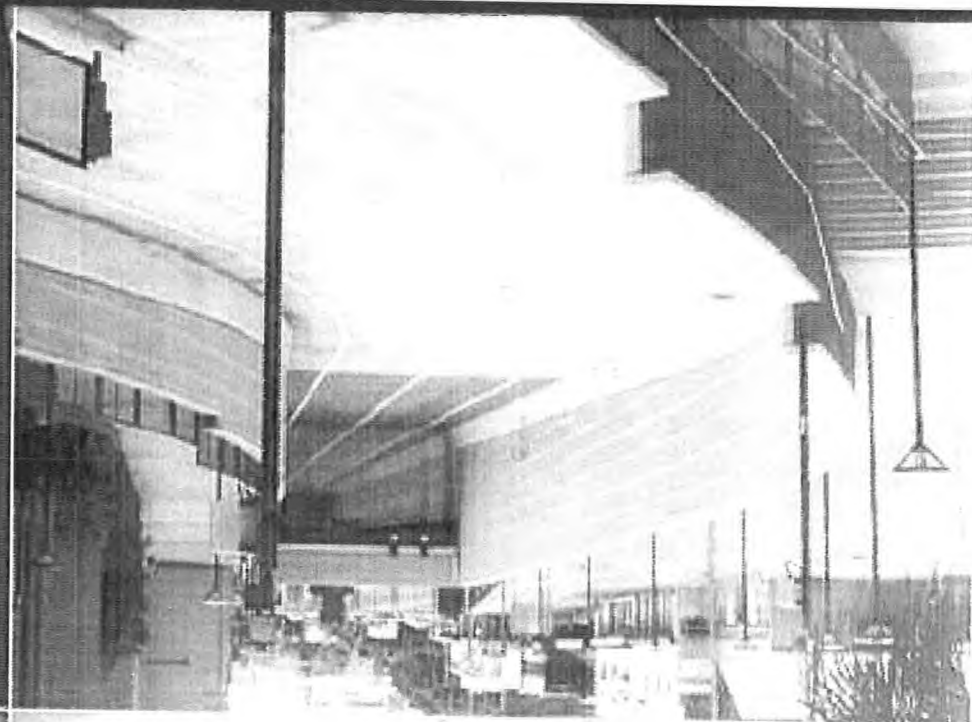
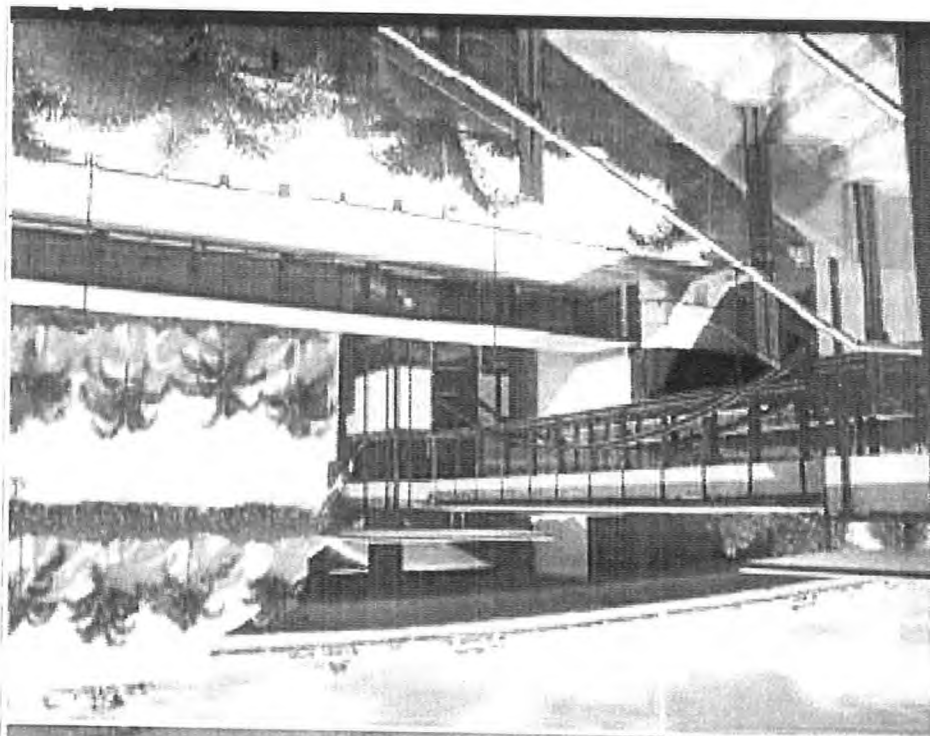


Sydney: T-Way



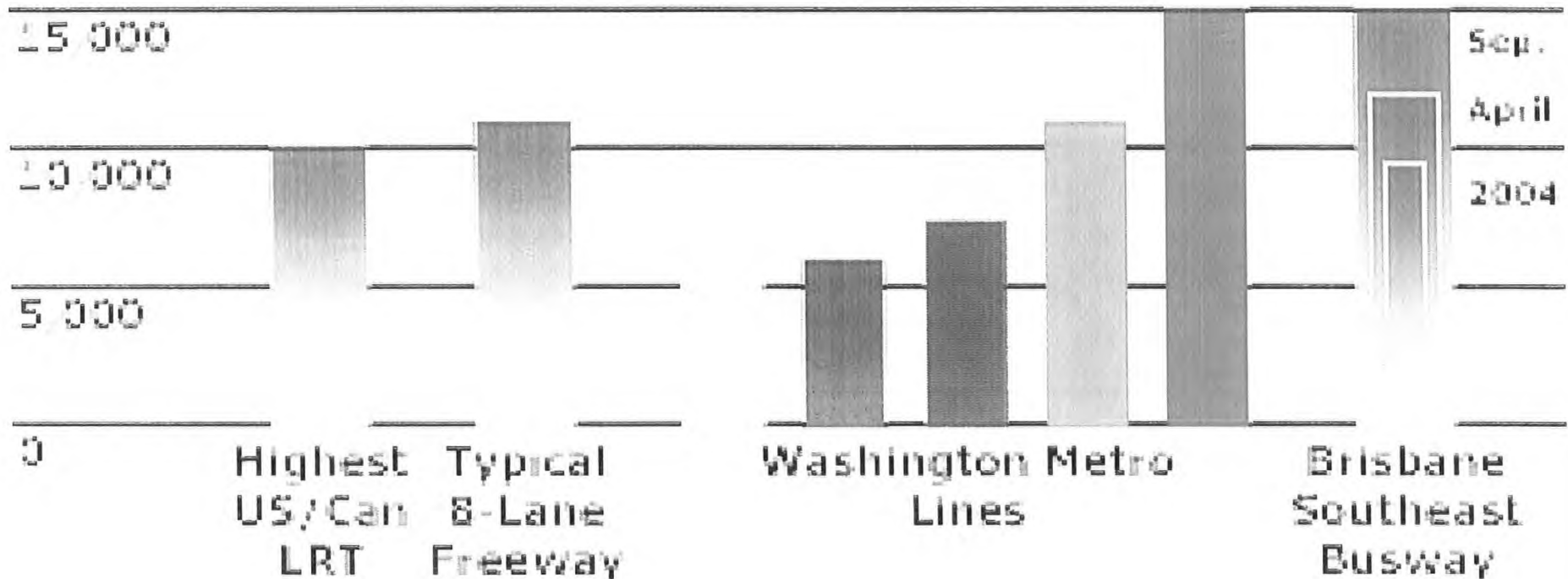
Brisbane: Busways



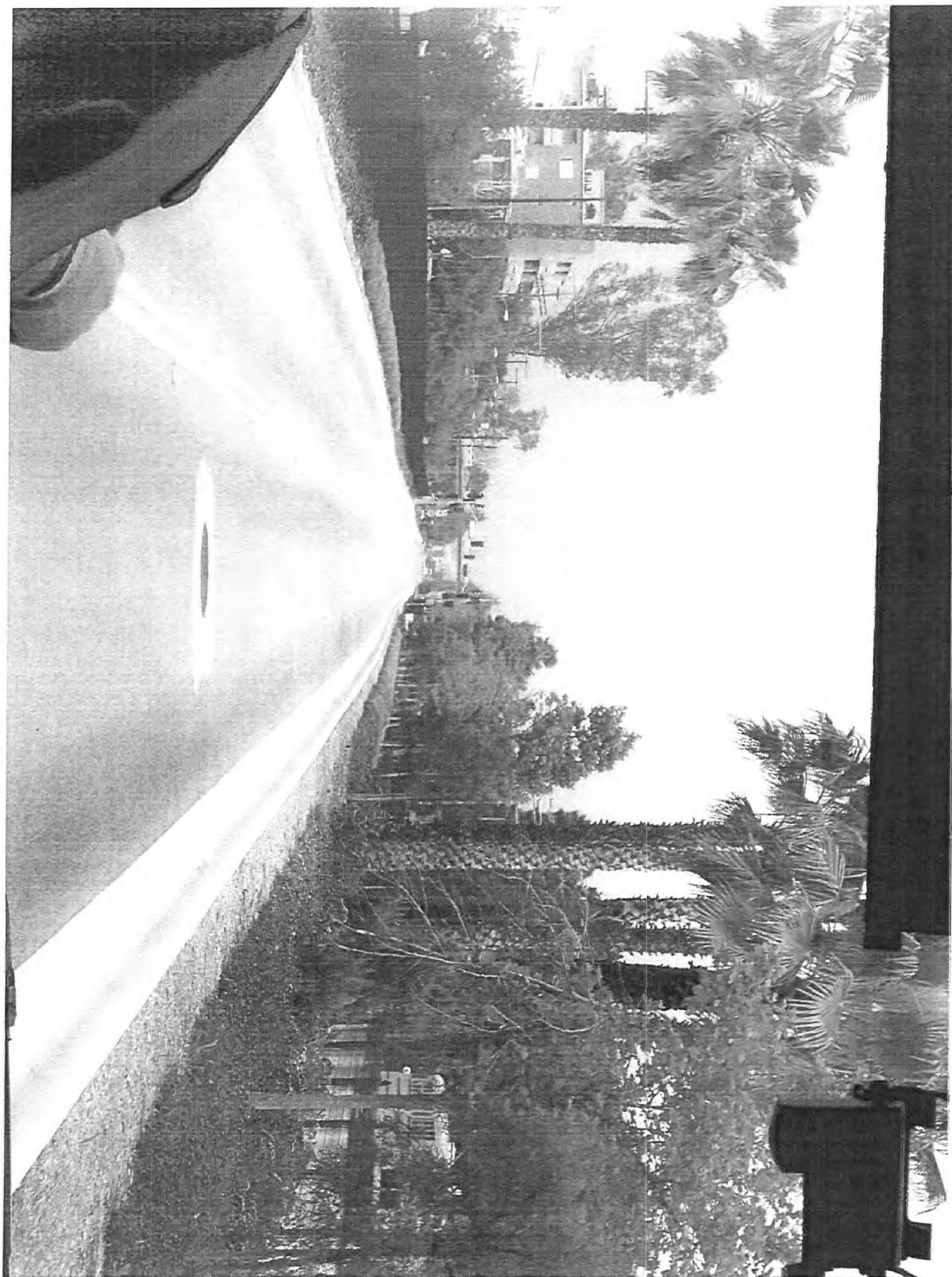


Peak Ridership

Passenger Loads: Peak Location, Peak Hour, Peak Direction



According to Brisbane's bus service manager, most of the express services using the Southeast Busway are now operating at or near full cost recovery (little or no public subsidy).

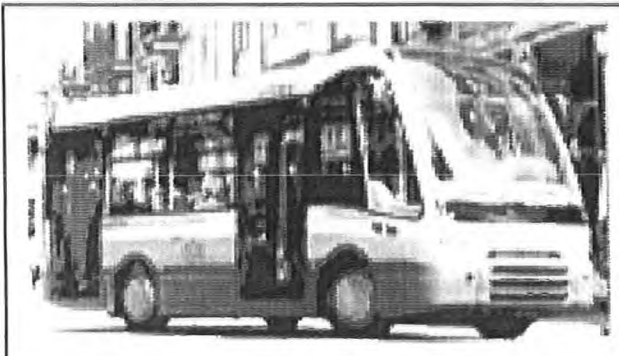




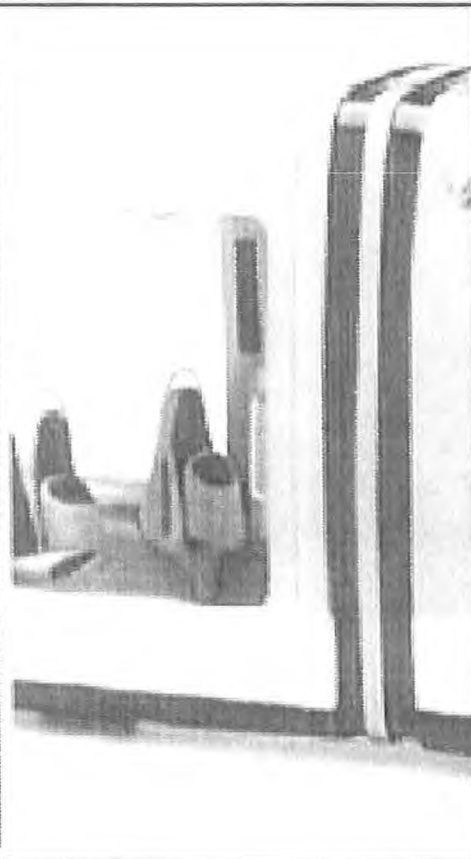




What Do People Identify With?



***Or Small
and Cute***



Transparent



**Sleek and
Aerodynamic**

Sleek and Transparent



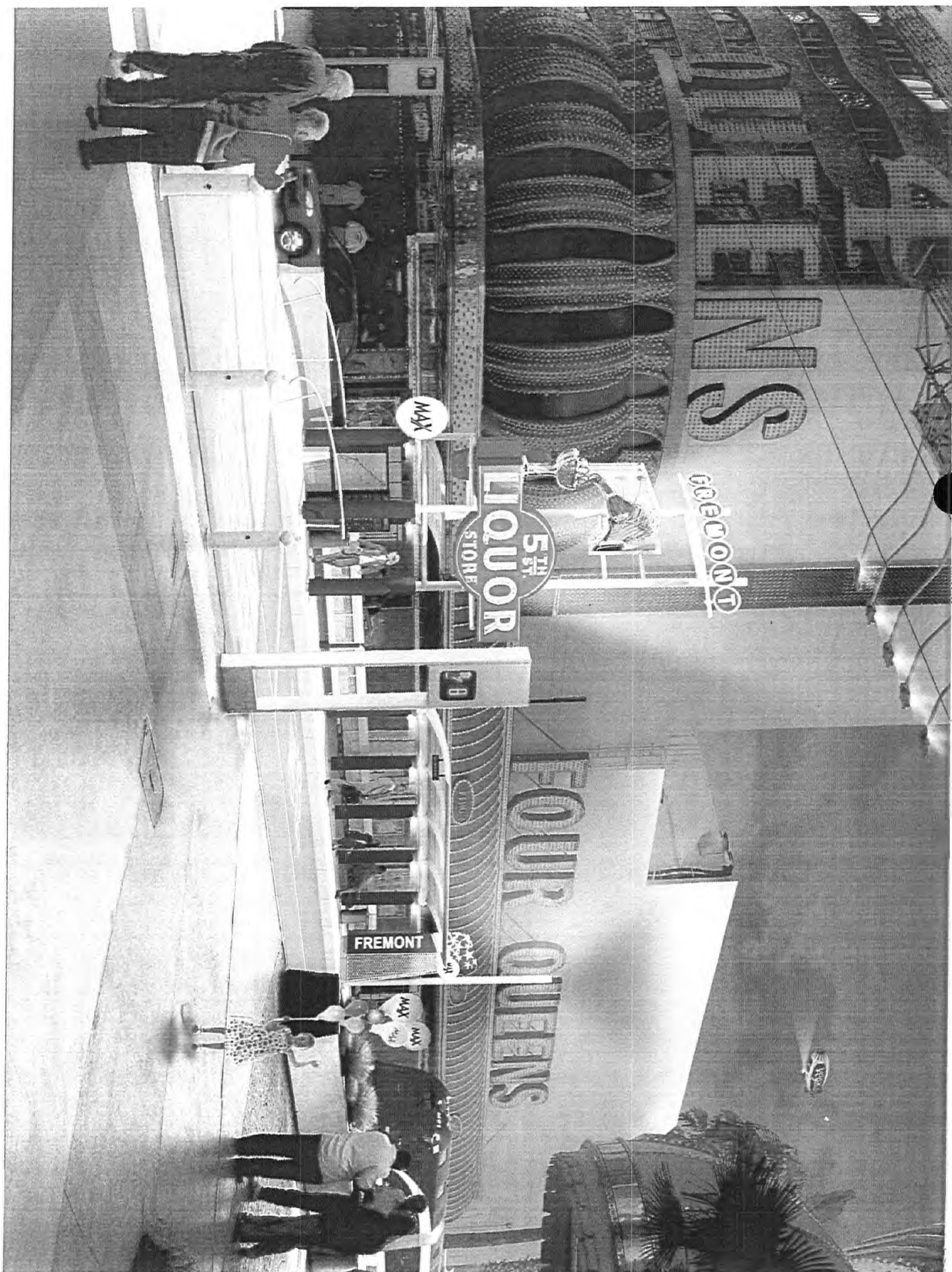
**The vehicle exterior
is ultimately *less* an
issue than is:**

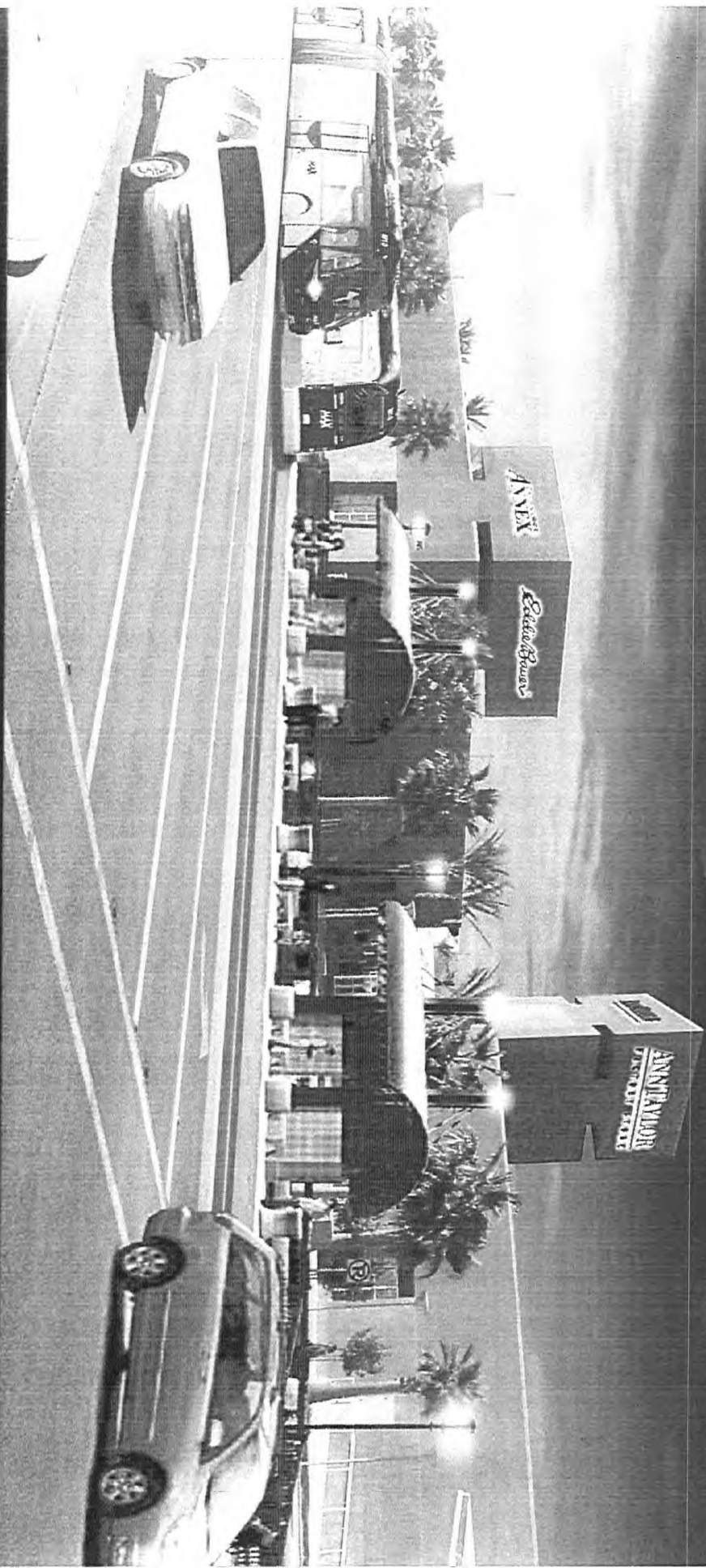
the interior design,
the station experience,
the ROW environment, &
the total door-to-door trip.

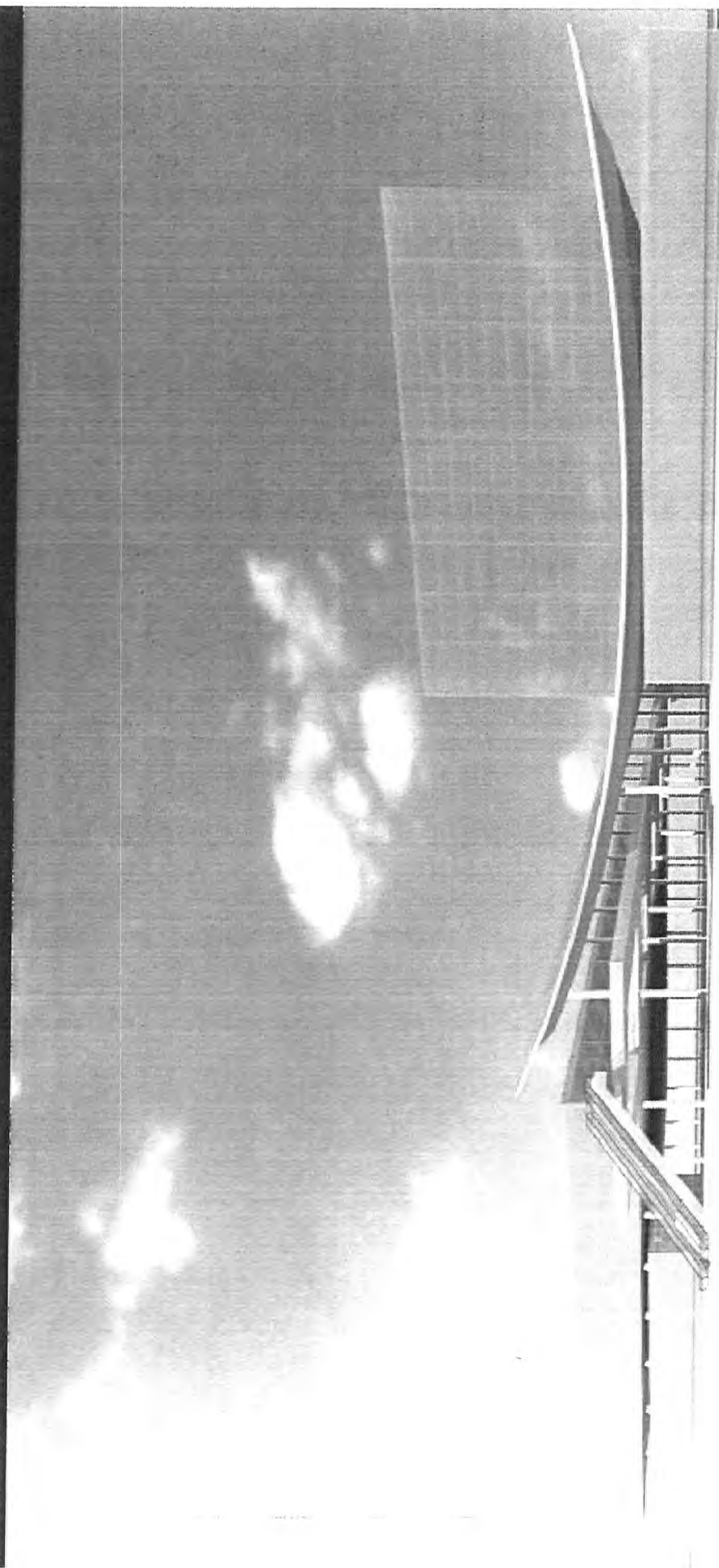
Bus or Rail?









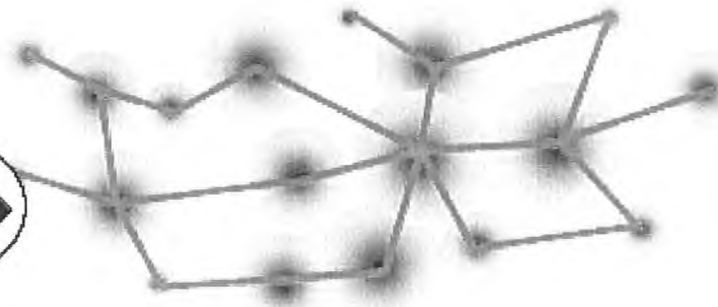


Transit & Land Use: Strong Strategy

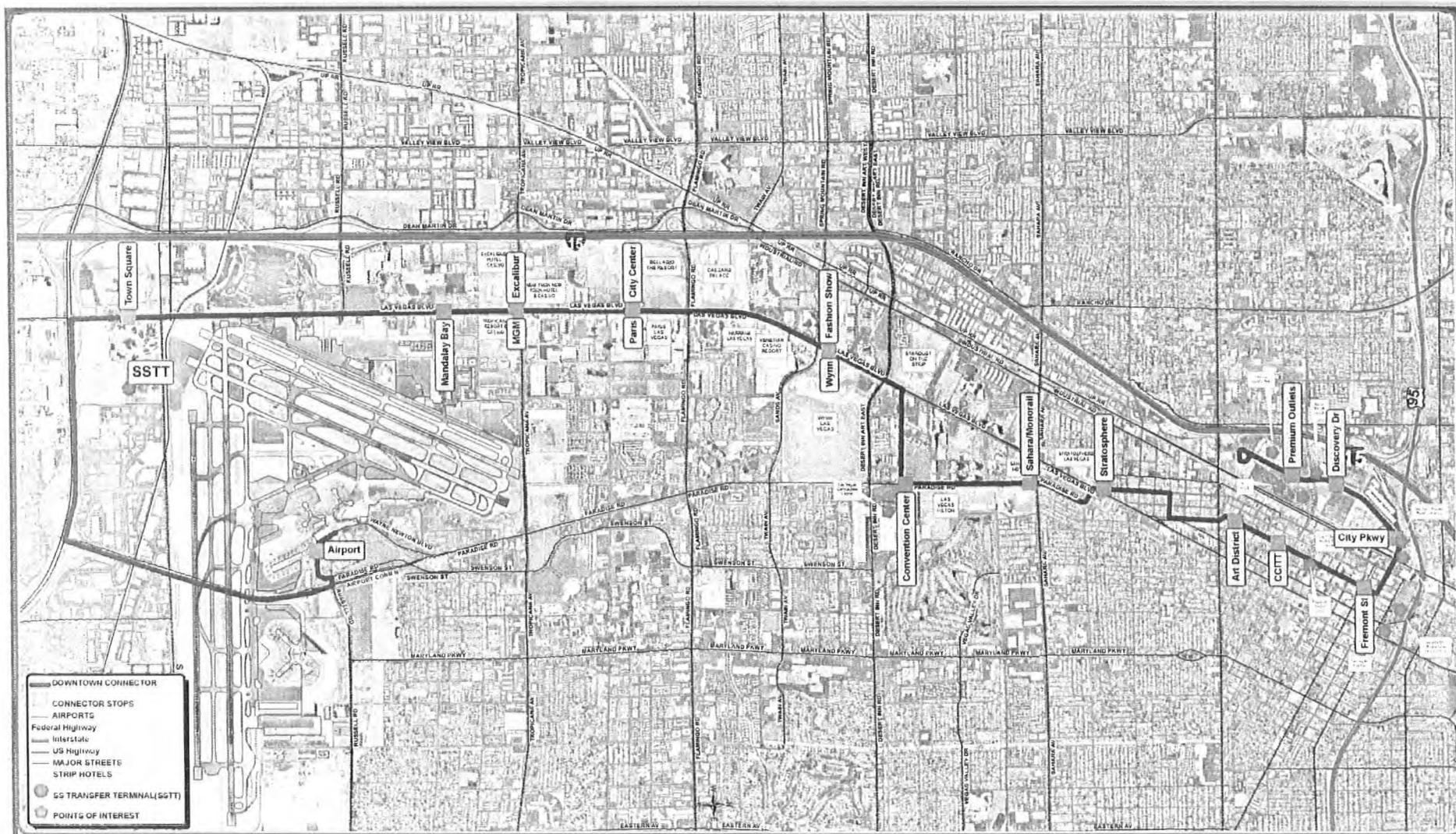
If you figure out a way to hook
your principle centers together
as directly, rapidly, and
frequently as possible...



...then transit can begin to
shape urban growth, given the
usefulness of that system to
its region.



Cities that develop strategies to connect their component
parts as quickly as possible create truly useful transit
systems—and markets tend to respond to such usefulness.



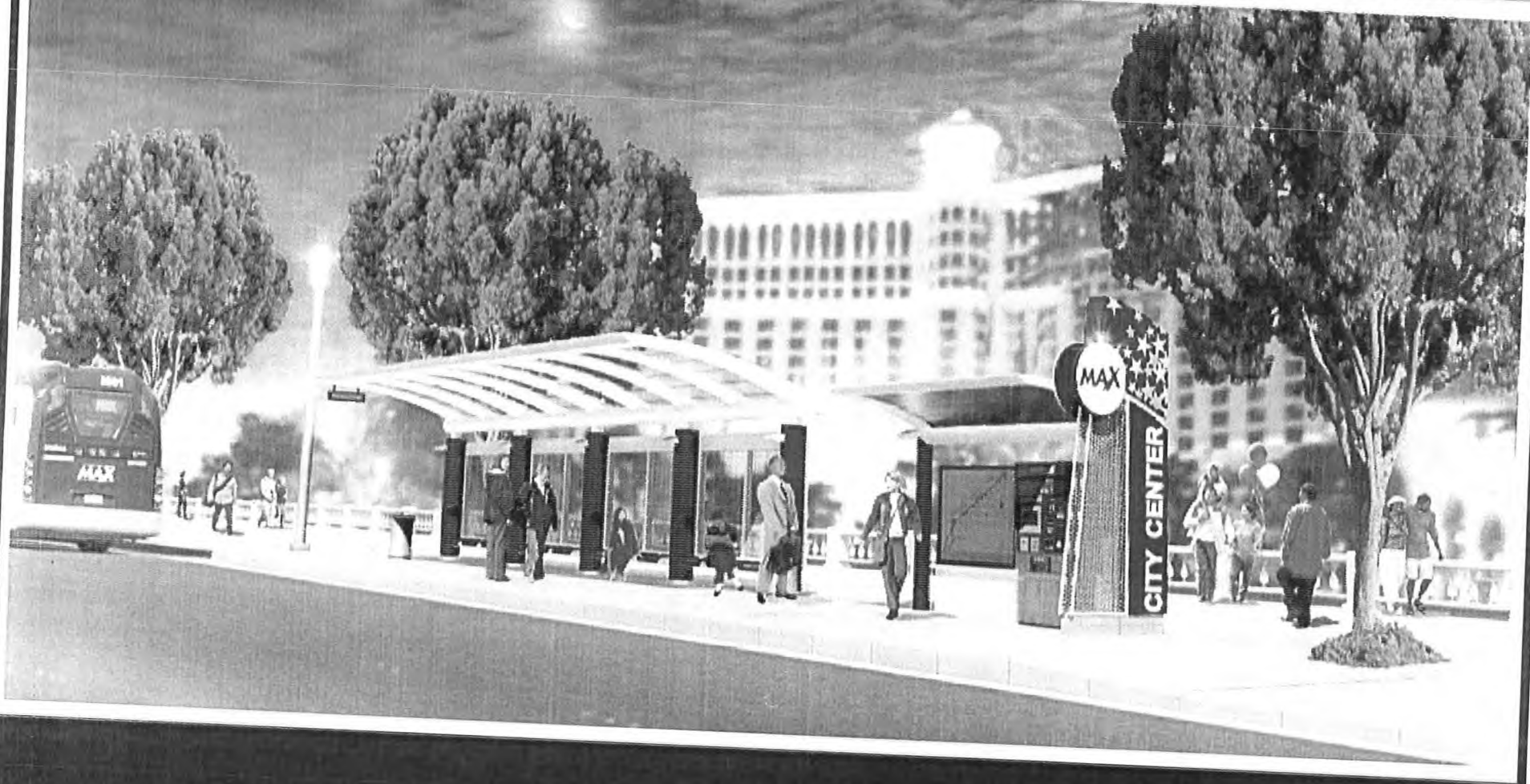
PROPOSED DOWNTOWN CONNECTOR SEGMENTS



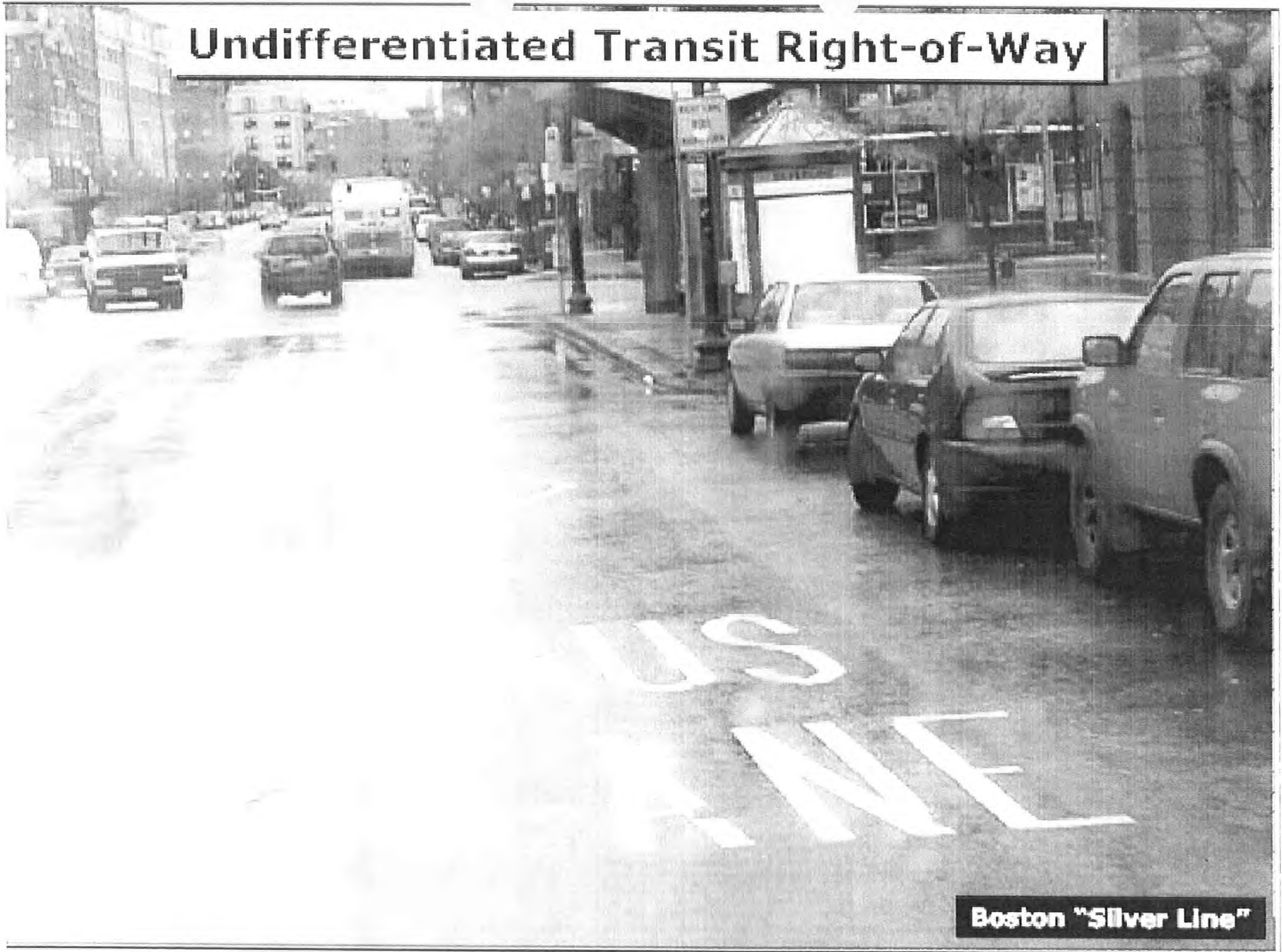
Regional Transportation Commission
 IT Department
 GIS Division
 October 03, 2006

RECREATION COMMISSION of SOUTHERN NEVADA

CITY CENTER



Undifferentiated Transit Right-of-Way

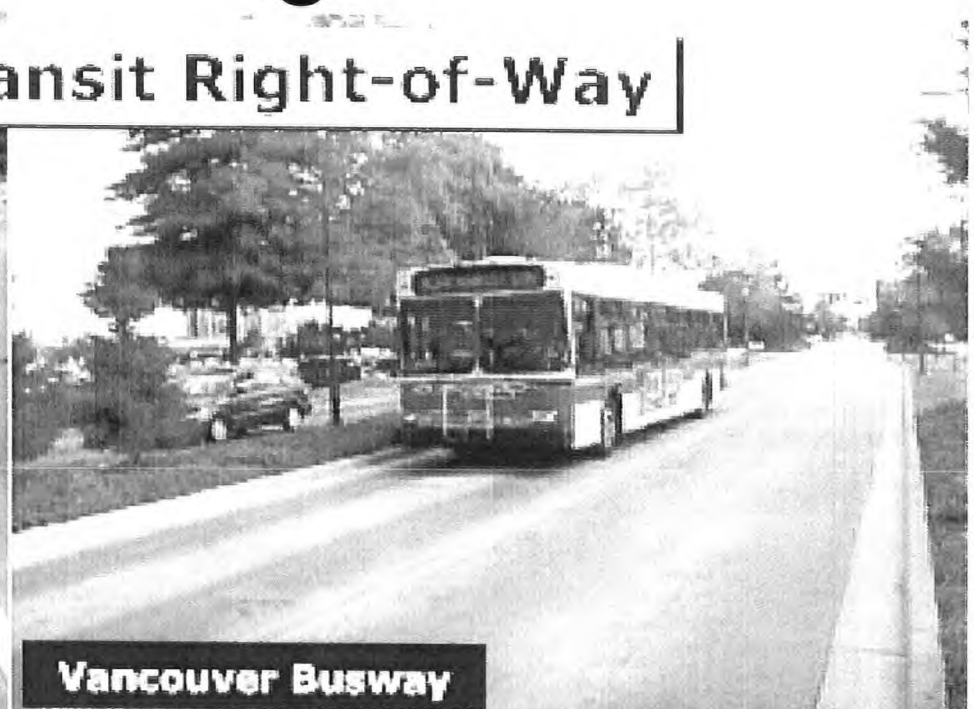


Boston "Silver Line"

Differentiating Transit Right-of-Way



Tampa Streetcar



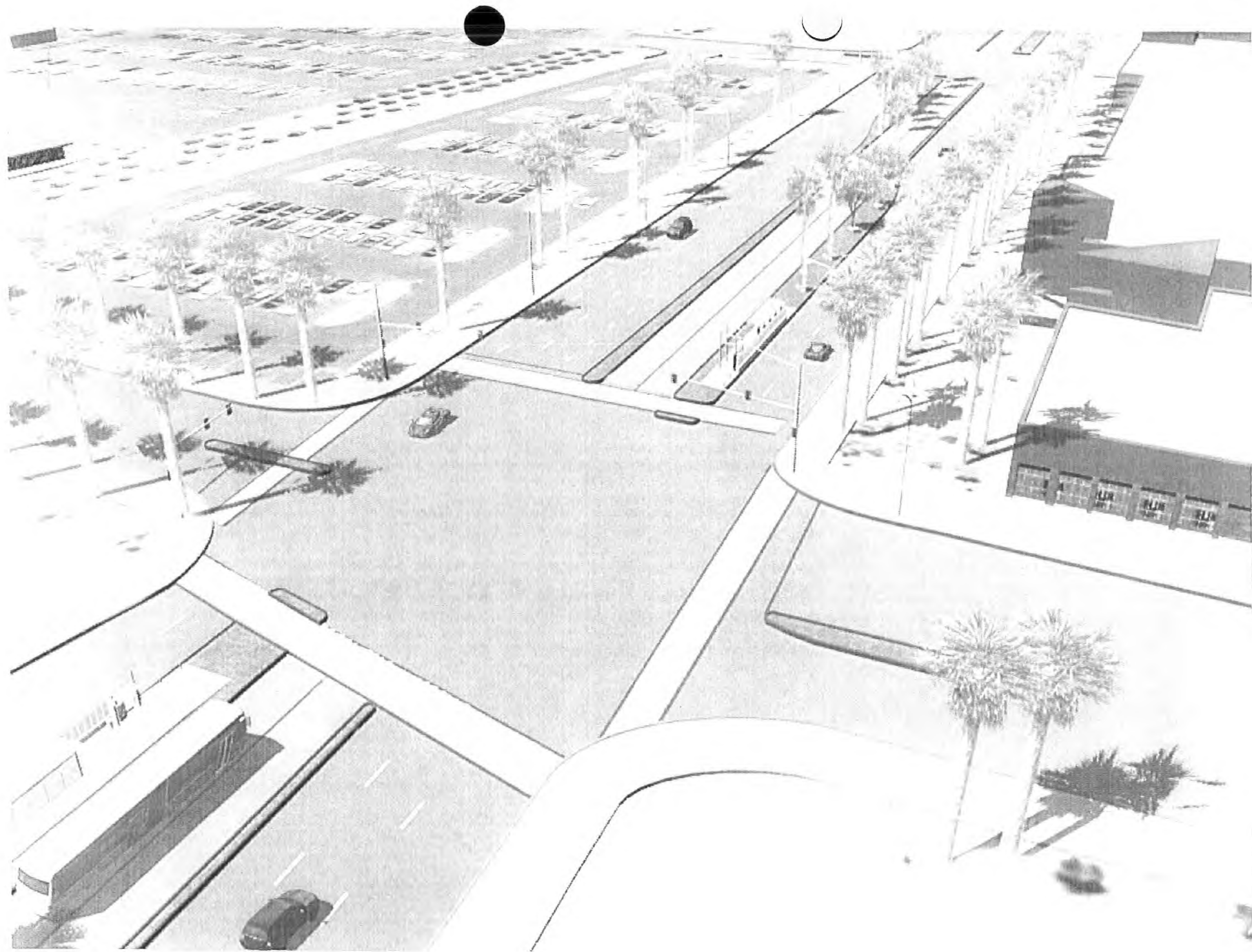
Vancouver Busway

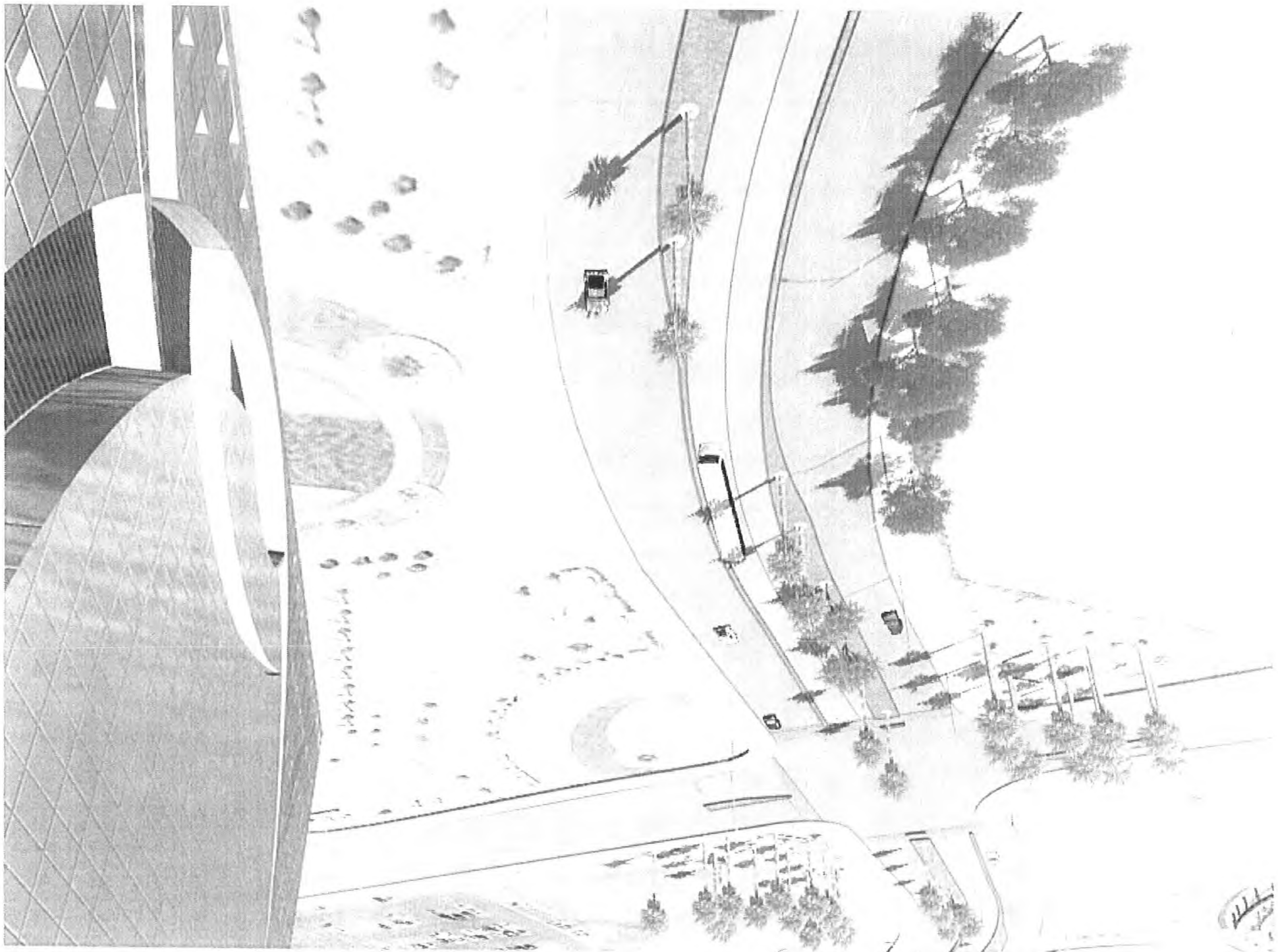


Denver Transit Mall



Sydney "T-way"





New Mode of Transit Worldwide



Why Do Cities Invest in Mass Transit?

It's the best way to maximize capacity of existing roadways – at affordable costs



ITEM,
L #79. * TOM MCGOWAN; LAS VEGAS RESIDENT, 'CAT' BUS SYSTEM PASSENGER, AND, PREVIOUSLY,
A STRONG SUPPORTER OF THE CREATION AND OPERATIONS OF THE 'CAT' BUS SYSTEM; HOWEVER -

-- < (30") > --

* THE PROLIFERATION OF HIGH RISE TOWERS DEVELOPMENTS, SURFACE STREETS REALIGNMENT, AND EXTREME TRAFFIC CONGESTION HAVE CAUSED SERIOUS DISRUPTIONS AND DELAYS IN THE 'CAT' BUS SERVICE ALONG CASINO CENTER BLVD., IN THE ARTS DISTRICT OF WARD 3; ~ * 'CAT' BUS ROUTES (AS WELL AS THE 'CITY RIDE' BUSES) INTENTIONALLY SERVE LIMITED COMMERCIAL INTERESTS, BUT DIS-SERVE THE PUBLIC MASS TRANSIT NECESSITY AND CONVENIENCE OF LOCAL NEIGHBORHOOD RESIDENTS; ~ THE 'DEUCE' BUSES ARE NOT EVENLY SPACED, HAVE DANGEROUS SEATS, ARE OVERCROWDED AND DEVOID OF UNOBSTRUCTED EXTERIOR VISIBILITY IN ADVANCE OF PASSENGERS DESTINATIONS; ~ THE RTC DOES NOT PROVIDE PRO-ACTIVE ADDRESS AND REMEDIATION OF THE PUBLIC MASS TRANSIT CONCERNS OF LOCAL RESIDENTS, BUT INSTEAD, ~ IT'S ARROGANT, SELF-MARKETING AND PROMOTIONAL-INTENSIVE, AND ADVERSELY IMPACTIVE UPON THE QUALITY OF LIFE AND OPPORTUNITY OF ALL LOCAL RESIDENTS, INCLUSIVELY. ~ THEREFORE, I RECOMMEND AND REQUEST THE SUMMARY TERMINATION OF THE SERVICES OF THE RTC MANAGER, JACOB SNOW, AND, ~ FAILING THAT, ~ IMMEDIATE TERMINATION AND DISSOLUTION OF THE RTC, WITH PREJUDICE, AND IN PERPETUITY. ~ THANK YOU.

Submitted at City Council

Date 10/18/06 Item 79

(4.)

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 18, 2006

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC

☐ Consent ☒ Discussion

SUBJECT:

RESOLUTIONS:

R-78-2006 - Discussion and possible action regarding a Resolution Repealing Resolution R-26-2003, Which Established a Judicial Selection Committee – All Wards

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Dept./Division:

Amount:

Funding Source:

PURPOSE/BACKGROUND:

In 2003 the City Council adopted Resolution R-26-2003, which established a committee to make recommendations to the Council regarding the filling of judicial vacancies on the Municipal Court. This committee, although established, has not had occasion to perform its functions. It has been suggested that the process of reviewing applications for judicial vacancies that might occur can and should be undertaken by the Council and that the committee is not needed at the present time. This Resolution will accomplish that by repealing Resolution R-26-2003.

RECOMMENDATION:

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

BACKUP DOCUMENTATION:

1. Resolution No. R-78-2006
2. Submitted at meeting – Comments by Tom McGowan

Motion made by OSCAR B. GOODMAN to Approve as recommended

Passed For: 7; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 0

LOIS TARKANIAN, LAWRENCE WEEKLY, LARRY BROWN, OSCAR B. GOODMAN, GARY REESE, STEVE WOLFSON, STEVEN D. ROSS; (Against-None); (Abstain-None); (Did Not Vote-None); (Excused-None)

Minutes:

MAYOR GOODMAN explained that this matter was placed on the agenda at his request, because of the possibility of a sitting Municipal Court judge running for another office, leaving a vacancy around January 1, 2007. This would not allow enough time to gather a committee to select a judge and would leave a vacancy until the next election.

**RESOLUTION REPEALING RESOLUTION R-26-2003,
WHICH ESTABLISHED A JUDICIAL SELECTION COMMITTEE**

WHEREAS, from time to time vacancies occur in the office of municipal judge on the Las Vegas Municipal Court before the expiration of a term; and

WHEREAS, the City Charter provides that such vacancies are to be filled by a vote of the City Council; and

WHEREAS, on February 5, 2003, the City Council adopted Resolution R-26-2003, which established a committee to review applications of those who desire appointment to the Municipal Court and to recommend to the City Council the names of those the committee believes the Council should consider for appointment; and

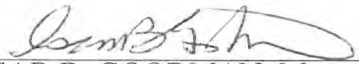
WHEREAS, the committee, although it has been constituted, has not had occasion to perform its functions; and

WHEREAS, it is the sense of the City Council that the process of reviewing applications for judicial vacancies that might occur can and should be undertaken by the Council and that the committee is not needed at the present time.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAS VEGAS to repeal Resolution R-26-2003.

PASSED, ADOPTED, AND APPROVED this 18TH day of OCTOBER, 2006.

CITY OF LAS VEGAS

BY 
OSCAR B. GOODMAN, Mayor

ATTEST:


BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM

 10-4-06
Date

-- < (10") > --

Item #80. Tom McGowan; LAS VEGAS RESIDENT. ~ WHO ARE THE MEMBERS OF THE JUDICIAL SELECTION COMMITTEE (?); WHO MADE THOSE APPOINTMENTS (?); AND: - WHAT'S THE REASON FOR THE SUBJECT REPEAL RESOLUTION? ~ THANK YOU.

-- < (10" SEC) > --

Item #82. Tom McGowan; LAS VEGAS RESIDENT. ~ WHAT ROLE DOES CONSULTANT TERRY MURPHY, PRES. OF 'STRATEGIC SOLUTIONS' HAVE, REGARDING THE SUBJECT ITEM? ~ THANK YOU.

-- < (20") > --

Item #83. Tom McGowan; LAS VEGAS RESIDENT. ~ WHAT'S THE TOTAL NUMBER OF 'GREEN BUILDINGS' CURRENTLY EXIST AND PROTECTED AS PENDING DEVELOPMENT COMPLETION IN THE CITY OF LAS VEGAS (?); ~ WHERE ARE THEY LOCATED (?); ~ ARE ANY RIPARIAN ESPLANADES INCLUDED (?); ~ AND, IF SO, WHERE ARE THEY LOCATED (?); ~ AND, IF NOT, WHY NOT? ~ THANK YOU.

-- < (8") > --

Item #84. Tom McGowan; LAS VEGAS RESIDENT. ~ THE SUBJECT ITEM IS A 'NO-BRAINER' - I RECOMMEND YOU RESOLVE TO EXPRESS STRONG OPPOSITION TO STATE BALLOT QUESTION #?, WITHOUT FURTHER UNNECESSARY DISCUSSION. ~ THANK YOU.

-- < (12") > --

Item #85. Tom McGowan; LAS VEGAS RESIDENT. ~ WHAT ROLE DOES CONSULTANT TERRY MURPHY, PRES. OF 'STRATEGIC SOLUTIONS' HAVE, REGARDING THIS ITEM (?); ~ AND, IT'S IMPORTANT TO RECOGNIZE: ~ IN CERTAIN NOTABLE INSTANCES, THE TAKING OF PUBLIC PROPERTY FOR TRANSFER TO A PRIVATE COMMERCIAL INTEREST MAY ALSO BE SUBJECT TO CONSTRUCTION AS AN ABUSE OF EMINENT DOMAIN; ~ AND: ~ SINCE THE LOCAL POPULATION IS PROJECTED TO DOUBLE BY 2020, IMMEDIATE PRO-ACTIVE ADOPTION OF A RESPONSIBLE EMINENT DOMAIN POLICY IS CATEGORICALLY IMPERATIVE TO THE SOCIO ECONOMIC WELL-BEING OF ALL CURRENT AND FUTURE RESIDENTS OF THE CITY OF LAS VEGAS. DECENTRALIZATION IS A VIABLE ALTERNATIVE SOLUTION TO THE PROBLEM, BUT IT DOESN'T APPEAR ON ANY OF YOUR MEETING AGENDAS. ~ THANK YOU. (5.)

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 18, 2006

DEPARTMENT: OFFICE OF BUSINESS DEVELOPMENT

DIRECTOR: SCOTT D. ADAMS

☐ Consent ☒ Discussion

SUBJECT:

RESOLUTIONS:

R-79-2006 - Discussion and possible action regarding a Resolution consenting to the undertakings of the City of Las Vegas Redevelopment Agency (RDA) in connection with the Commercial Visual Improvement Program (CVIP) Agreement between the Redevelopment Agency and the Lebovitz Family Trust, LLC, (Owner) and the Partch-Lebovitz Family Trust, LLC, (Owner) located at 235 North Eastern Avenue (APN 139-35-714-010) to be in compliance with and in furtherance of the goals and objectives of the Redevelopment Agency - Ward 3 (Reese) [NOTE: This item is related to RDA Items 4 (RA-9-2006) and 5]

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Dept./Division:

Amount:

Funding Source:

PURPOSE/BACKGROUND:

This is a related item to discussion and possible action regarding assisting the Lebovitz Family Trust, LLC, and the Partch-Lebovitz Family Trust, LLC, with the cost of visual improvements to the Stewart Square Shopping Center located at 235 North Eastern Avenue. Approval will adopt findings that the Agreement is in compliance with and in furtherance of the goals and objectives of the RDA and the Redevelopment Plan.

RECOMMENDATION:

Approval.

BACKUP DOCUMENTATION:

1. Resolution No. R-79-2006
2. Before Photos of Project
3. Site Map

Motion made by GARY REESE to Approve

Passed For: 6; Against: 0; Abstain: 0; Did Not Vote: 1; Excused: 0

LOIS TARKANIAN, LAWRENCE WEEKLY, LARRY BROWN, OSCAR B. GOODMAN,
GARY REESE, STEVE WOLFSON; (Against-None); (Abstain-None); (Did Not Vote-STEVEN
D. ROSS); (Excused-None)

CITY COUNCIL MEETING OF: OCTOBER 18, 2006

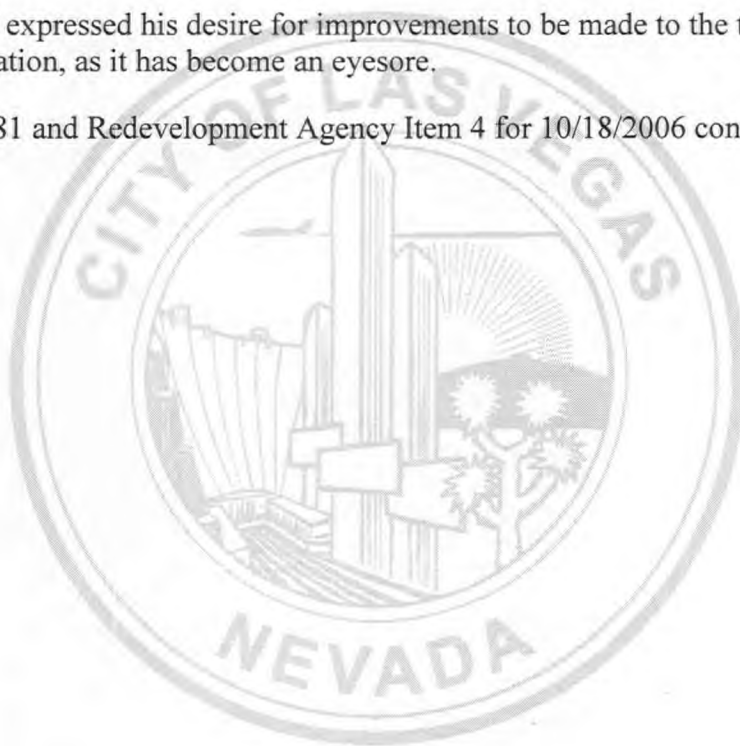
Minutes:

SCOTT ADAMS, Director of Office of Business Development, stated that City Council Item 81 and Redevelopment Agency Items 4 and 5 pertain to a CVIP project, of which he showed before and after photos. The \$50,000 CVIP grant will assist with improvements to signage, landscaping and the parking areas. He then paraphrased the information contained under the subject matter for all three items. Staff recommends approval.

KEN LEBOVITZ appeared on behalf of the Lebovitz Family Trust and gave a description of the center in question. It is their desire to keep the center active, and the funds would assist in updating and maintaining the Stewart Square Shopping Center.

MEMBER REESE expressed his desire for improvements to be made to the tire shop across the street from this location, as it has become an eyesore.

City Council Item 81 and Redevelopment Agency Item 4 for 10/18/2006 contain duplicate minutes.



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RESOLUTION NO. R-79-2006

RESOLUTION CONSENTING TO CERTAIN UNDERTAKINGS OF THE CITY OF LAS VEGAS REDEVELOPMENT AGENCY IN CONNECTION WITH THE COMMERCIAL VIP AGREEMENT ("CVIP") WITH LEBOVITZ FAMILY TRUST, LLC AND PARTCH-LEBOVITZ FAMILY TRUST, LLC (AS OWNER). FOR THE PROJECT CONCERNING THE DEVELOPMENT OF IMPROVEMENTS TO REAL PROPERTY DESCRIBED AS APN 139-35-714-010

WHEREAS, the City of Las Vegas Redevelopment Agency (the "Agency") adopted on March 5, 1986, that plan of redevelopment entitled, to-wit: the Redevelopment Plan for the Downtown Las Vegas Redevelopment Area pursuant to Ordinance 3218, which Redevelopment Plan has been subsequently amended on February 3, 1988, by Ordinance 3339; April 11, 1992, by Ordinance 3637, on November 4, 1996, by Ordinance 4036, on December 17, 2003, by Ordinance 5652 and on May 17, 2006, by Ordinance 5830 (the "Redevelopment Plan"); and

WHEREAS, the Redevelopment Plan identifies and designates an area within the corporate boundaries of the City of Las Vegas (the "Redevelopment Area") as in need of redevelopment in order to eliminate the environmental deficiencies and blight existing therein; and

WHEREAS, the Agency approved on October 20, 2004 the form for the Commercial VIP Agreement, the Commercial VIP Affidavit, and the Commercial VIP Program Manual, in order to provide funding to owners of commercial properties located within the Redevelopment Area for the purpose of making improvements to the exterior of such commercial properties; and

WHEREAS, LEBOVITZ FAMILY TRUST, LLC and PARTCH-LEBOVITZ FAMILY TRUST, LLC (the "OWNER") is the owner of real property and improvements located at 235 North Eastern Avenue, and which parcel is commonly known as APN 139-35-

1 714-010 (the "Site") and is undertaking certain exterior improvements to the property in
2 accordance with the Commercial VIP Program; and

3 WHEREAS, the City Council of the City of Las Vegas has considered the
4 findings that the development of improvements to a building, facilities, structures or other
5 improvements to be located at the Site are of benefit to the Redevelopment Area or the
6 immediate neighborhood in which the Redevelopment Area is located; and

7
8 WHEREAS, the City Council of the City of Las Vegas has considered the
9 findings that no other reasonable means of financing the building, facilities or structures or
10 other improvements on the Site are available; and

11
12 WHEREAS, the City Council of the City of Las Vegas has considered the
13 undertakings of the Agency in connection with the Commercial VIP Agreement (the
14 "Agreement"), which provides for the contribution of funds to "Owner" for making physical,
15 visual improvements to the building located on the Site, all as more fully set forth in the
16 Agreement.

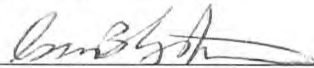
17
18 NOW, THEREFORE, BE IT HEREBY RESOLVED that the City Council of
19 the City of Las Vegas hereby finds and determines that the development of building, facilities,
20 structures or other improvements on the Site are of benefit to the Redevelopment Area or the
21 immediate neighborhood in which the Redevelopment Area is located; and

22
23 RESOLVED FURTHER, that the City Council of the City of Las Vegas hereby
24 finds and determines there are no reasonable means of financing those building, facilities,
25 structural or other improvements on the Site; and
26
27
28

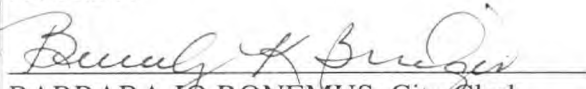
1 RESOLVED FURTHER, that the City Council of the City of Las Vegas hereby
2 consents to the undertakings of the Agency in connection with the Agreement with the
3 "Owner" for the Project concerning the development on the Site.
4

5 THE FOREGOING RESOLUTION was passed, adopted and approved this
6 18TH day of OCTOBER, 2006.

7 CITY OF LAS VEGAS

8 By 
9 OSCAR B. GOODMAN, Mayor

10 ATTEST:


11 BARBARA JO RONEMUS, City Clerk

By: Beverly K. Bridges
Chief Deputy City Clerk

12 APPROVED AS TO FORM:

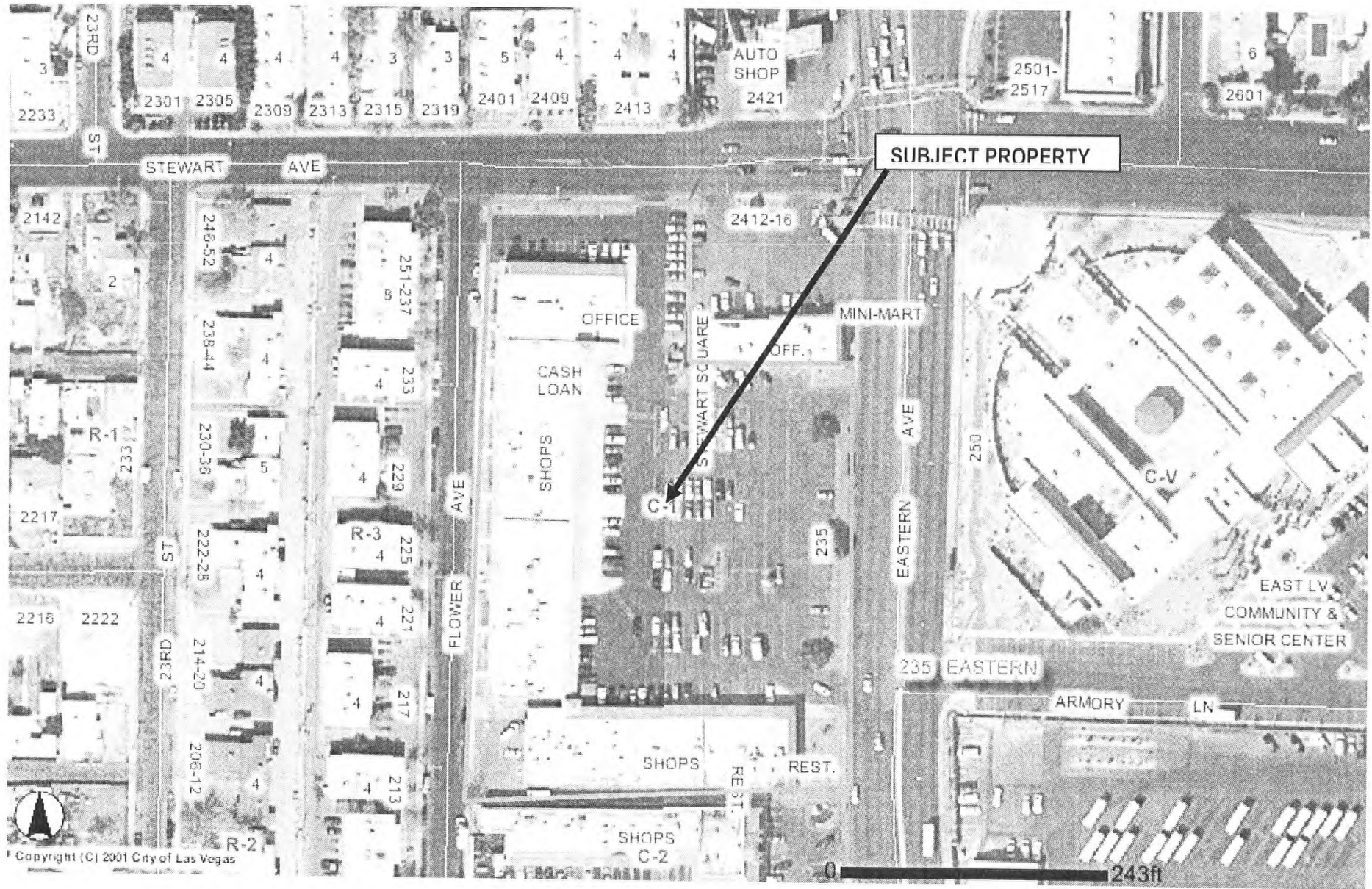
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BEFORE PICTURES – Stewart Square Shopping Center
(235 North Eastern Avenue)





SITE MAP - STEWART SQUARE SHOPPING CENTER
(235 North Eastern Avenue)



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 18, 2006

DEPARTMENT: CITY MANAGER

DIRECTOR: DOUGLAS A. SELBY

☐ Consent ☒ Discussion

SUBJECT:

RESOLUTIONS:

R-80-2006 - Discussion and possible action on a Resolution expressing opposition to the state ballot initiative known as the "Property Owners' Bill of Rights" - All Wards

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Dept./Division:

Amount:

Funding Source:

PURPOSE/BACKGROUND:

The "Property Owners' Bill of Rights" initiative proposes to amend Article I of the Nevada Constitution to restrict the exercise of eminent domain. The initiative will have a detrimental effect on taxpayers, motorists, businesses, and homeowners. In particular, the initiative will negatively affect development of highways, roads, floor control projects, water and sewer facilities, and other essential public work projects.

RECOMMENDATION:

It is recommended that the City Council approve the resolution expressing opposition to the state ballot initiative known as the "Property Owners' Bill of Rights."

BACKUP DOCUMENTATION:

1. Resolution No. R-80-2006
2. Submitted at meeting – Comments by Tom McGowan

Motion made by GARY REESE to Strike Items 16, 73, 76, 77, 78, 82 and 84

Passed For: 6; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 1

LOIS TARKANIAN, LAWRENCE WEEKLY, OSCAR B. GOODMAN, GARY REESE, STEVE WOLFSON, LARRY BROWN; (Against-None); (Abstain-None); (Did Not Vote-None); (Excused-STEVEN D. ROSS)

**RESOLUTION EXPRESSING OPPOSITION TO THE STATE BALLOT INITIATIVE
KNOWN AS THE "PROPERTY OWNERS' BILL OF RIGHTS"**

WHEREAS, the City, as a political subdivision of the State of Nevada, is responsible for providing basic municipal and services to its citizens and taxpayers; and

WHEREAS, the citizens and taxpayers should be informed by their elected representatives of serious concerns regarding the provisions of any State ballot initiative that will impact the ability of the City to provide those basic services; and

WHEREAS, the state ballot initiative known as the "Property Owners' Bill of Rights" (the "Initiative") contains a multitude of complex provisions which will have a detrimental effect on taxpayers, motorists, businesses and homeowners in the City; and

WHEREAS, the City Council urges citizens and taxpayers to carefully read the Initiative and to consider the following significant aspects of the Initiative:

1. Section 2 of the Initiative expresses a legitimate concern, namely, a prohibition of the use of eminent domain to transfer private property from one private owner to another for redevelopment purposes. However, that section fails to allow a "friendly condemnation" which might give the property owner a legitimate tax advantage, and it appears to prohibit the leasing of incidental concessions to private businesses at certain types of public facilities where the property has been acquired by eminent domain.

2. Several sections of the Initiative create special rights and privileges to one elite class of litigants which are not afforded to anyone else, thereby distorting the legal process.

3. At a time when state and local entities are already facing severe challenges in building necessary infrastructure to keep up with the tremendous growth rate, several sections of the Initiative, taken together, will result in significant increases in the cost of taxpayer-funded right-of-way for highways, roads, flood control projects, water and sewer facilities and other essential public works projects. Construction of these necessary projects will therefore be delayed or postponed.

4. According to the Federal Highway Administration, Section 11 of the Initiative (the mandatory 5-year sell-back) violates Federal regulations and will jeopardize Nevada's Federal

1 highway funding. That same section will preclude advance right-of-way acquisition designed to
2 save money and to give advance notice to the private sector of the exact location of upcoming major
3 projects. Projects such as the 215 Beltway, US 95 improvements, and the Army Corps of Engineers
4 flood control plan could be implemented only on a much-delayed, piecemeal basis if such a rule
5 becomes law.

6 NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Las
7 Vegas to express its opposition to the Initiative and recommend that it be rejected.

8 BE IT FURTHER RESOLVED to recommend the development of an alternative
9 constitutional amendment, through a deliberative legislative process, to prohibit the use of eminent
10 domain to acquire property from one private owner and transfer it to another for redevelopment
11 purposes, but without the additional provisions that carry so much potential harm to taxpayers,
12 motorists, businesses and homeowners.

13 PASSED, ADOPTED, AND APPROVED this ____ day of _____, 2006.

14 CITY OF LAS VEGAS

15
16 BY _____
17 OSCAR B. GOODMAN, Mayor

18 ATTEST:

19
20 BARBARA JO RONEMUS, City Clerk

21 APPROVED AS TO FORM

22 Val Steel 9-20-06
23 Date

-- < (10") > --

Item #80. Tom McGowan; LAS VEGAS RESIDENT. ~ WHO ARE THE MEMBERS OF THE JUDICIAL SELECTION COMMITTEE(?); WHO MADE THOSE APPOINTMENTS(?); AND:- WHAT'S THE REASON FOR THE SUBJECT REPEAL RESOLUTION? ~ THANK YOU.

-- < (10" SEC.) > --

Item #82. Tom McGowan; LAS VEGAS RESIDENT. ~ WHAT ROLE DOES CONSULTANT TERRY MURPHY, PRES. OF 'STRATEGIC SOLUTIONS' HAVE, REGARDING THE SUBJECT ITEM? ~ THANK YOU.

-- < (20") > --

Item #83. Tom McGowan; LAS VEGAS RESIDENT. ~ WHAT'S THE TOTAL NUMBER OF 'GREEN BUILDINGS' CURRENTLY EXISTING AND PROTECTED AS PENDING DEVELOPMENT COMPLETION IN THE CITY OF LAS VEGAS (?); ~ WHERE ARE THEY LOCATED (?); ~ ARE ANY RIPARIAN ESPRANADES INCLUDED (?); ~ AND, IF SO, WHERE ARE THEY LOCATED (?); ~ AND, IF NOT, WHY NOT? ~ THANK YOU.

-- < (8") > --

Item #84. Tom McGowan; LAS VEGAS RESIDENT. ~ THE SUBJECT ITEM IS A 'NO-BRAINER'. I RECOMMEND YOU RESOLVE TO EXPRESS STRONG OPPOSITION TO STATE BALLOT QUESTION #?, WITHOUT FURTHER UNNECESSARY DISCUSSION. ~ THANK YOU.

-- < (12") > --

Item #85. Tom McGowan; LAS VEGAS RESIDENT. ~ WHAT ROLE DOES CONSULTANT TERRY MURPHY, PRES. OF 'STRATEGIC SOLUTIONS' HAVE, REGARDING THIS ITEM(?); ~ AND, IT'S IMPORTANT TO RECOGNIZE: ~ IN CERTAIN NOTABLE INSTANCES, THE TAKING OF PUBLIC PROPERTY FOR TRANSFER TO A PRIVATE COMMERCIAL INTEREST MAY ALSO BE SUBJECT TO CONSTRUCTION AS AN ABUSE OF EMINENT DOMAIN; ~ AND:- SINCE THE LOCAL POPULATION IS PROJECTED TO DOUBLE BY 2020, IMMEDIATE PRO-ACTIVE ADOPTION OF A RESPONSIBLE EMINENT DOMAIN POLICY IS CATEGORICALLY IMPERATIVE TO THE SOCIOECONOMIC WELL-BEING OF ALL CURRENT AND FUTURE RESIDENTS OF THE CITY OF LAS VEGAS. DECENTRALIZATION IS A VIABLE ALTERNATIVE SOLUTION TO THE PROBLEM, BUT IT DOESN'T APPEAR ON ANY OF YOUR MEETING AGENDAS. ~ THANK YOU. (5.)

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 18, 2006

DEPARTMENT: PLANNING AND DEVELOPMENT

DIRECTOR: M. MARGO WHEELER

☐ Consent ☒ Discussion

SUBJECT:

RESOLUTIONS:

R-81-2006 - Discussion and possible action regarding a Resolution adopting the city of Las Vegas Green Building Program - All Wards

Fiscal Impact

☐

No Impact

☐

Augmentation Required

☒

Budget Funds Available

Dept./Division: City Manager

Amount: \$1,000,000

Funding Source: Franchise Fees

PURPOSE/BACKGROUND:

Green Building helps the city to achieve its strategic priorities through reducing the impact new development has on our environment. This resolution will recognize homes and residential builders that participate in the Southern Nevada Green Building Partnership, direct the city to build public buildings to Green Building standards, and to authorize the City Manager to establish a "City Green Building Fund."

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

1. Agenda Memo
2. Resolution No. R-81-2006
3. Southern Nevada Green Building Partnership Guiding Principles
4. Submitted at meeting – Comments by Tom McGowan

Motion made by GARY REESE to Approve

Passed For: 6; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 1

LOIS TARKANIAN, LAWRENCE WEEKLY, LARRY BROWN, OSCAR B. GOODMAN, GARY REESE, STEVE WOLFSON; (Against-None); (Abstain-None); (Did Not Vote-None); (Excused-STEVEN D. ROSS)

Minutes:

After having videotape shown depicting the support of the Green Building Program by the City and the representatives of the various local utilities and agencies, TOM PERRIGO, Deputy Director of Planning and Development, listed the basic three components of the Green Building Program: 1) All City buildings will achieve a LEED silver equivalent standard of development

CITY COUNCIL MEETING OF: OCTOBER 18, 2006

and design; 2) A Green Building fund, which will result from taking the incremental increase of franchise fees for energy and solid waste; and 3) Residential development, for which the Southern Nevada Homebuilders Association, in partnership with the Green Building Initiative, has put together an outstanding program that will recognize developers that meet the Green Building Standards.

IRENE PORTER, Executive Director of the Southern Nevada Homebuilders Association (SNHBA), and KELLY O'BRIEN, Director of Residential Programs for the Green Building Initiatives, were present. MS. PORTER commented that two years ago the SNHBA decided to research the National Green Building Initiative to determine if a similar program could be developed locally for residential construction. Hence, the Las Vegas Green Building Program was put together, but not without the assistance and partnership of people from many organizations, which she mentioned, to develop standards that have to be met for residential development. She noted there are already many builders interested in joining the program, even with its strict guidelines. MS. PORTER thanked the Council for the opportunity to work with the City, and she recognized CONNIE SUCKLING, Senior of Government Affairs of the SNHBA, who was very instrumental in putting together the Green Building Initiative.

MS. O'BRIEN thanked MS. PORTER, MS. SUCKLING, MONICA CARUSO, of the SNHBA, and the City of Las Vegas for their tireless efforts in bringing this partnership to fruition. She then stated that the people involved in the Southern Nevada Green Building Program is aware that it must continue to develop practical approaches and recognize multiple options in order to create a positive change in the green building field and to serve the broader marketplace. Consumer awareness continues to grow, which translates into increased demand. By launching the Southern Nevada Green Building Program, that demand is being answered.

MAYOR GOODMAN noted that it is wonderful to see the homebuilders embracing change.

MR. PERRIGO mentioned that a number of people that assisted on the Committee, together with the SNHBA, were in the audience. MAYOR GOODMAN applauded them and asked them to stand in recognition. He then asked MR. PERRIGO to prepare a "White Paper" for him to submit to the Conference of Mayors, because this program is at the cutting edge.

COUNCILMAN REESE and COUNCILWOMAN TARKANIAN expressed their support of the program.

AGENDA MEMO

CITY COUNCIL MEETING DATE: OCTOBER 18, 2006

DEPARTMENT: PLANNING AND DEVELOPMENT DEPARTMENT

ITEM DESCRIPTION: Resolution Adopting the City of Las Vegas Green Building Program

Proposed Green Building Program

Summary

Green Building helps the city to achieve its strategic priorities through reducing the impact new development has on our environment. This resolution will recognize homes and residential builders that participate in the Southern Nevada Green Building Partnership, direct the city to build public buildings to Green Building standards, and to authorize the City Manager to establish a "City Green Building Fund."

The establishment of this fund, beginning in 2008, will reallocate approximately \$1,000,000 of the incremental increase in franchise fees from the general fund to the City Green Building Fund. The reallocation of funds will be capped at \$2,500,000 in any given year.

Background

The city of Las Vegas has established as key strategic priorities:

- Create, integrate and manage orderly and sustainable development and growth in our community;
- Promote sustainability, livability and pride in our neighborhoods; and
- Promote healthy lifestyles for all segments of our community.

Green Building considers natural resources, environmental Considerations, and people's health in every stage of the building process, including the design, construction and operation of the built environment; helping the city achieve these key priorities.

The city of Las Vegas has recently undertaken a number of sustainability initiatives including the passage of a Climate Protection resolution, adoption of the Traditional Neighborhood Development land use category, designation as one of America's Best Workplaces for Commuters, and the conversion of most of the city's non-emergency fleet to alternative fuel vehicles.

Additionally, the city of Las Vegas is a member of the United States Green Building Council and a founding member of the Southern Nevada Green Building Partnership.

As Green Building is more practical than ever before, the city of Las Vegas, together with our community partners has developed this evolving program to support and expand sustainable development.

Proposed

The proposed Green Building Program includes residential, public buildings, and financing components.

The residential component of the Green Building Program recognizes homes independently certified to meet the requirements of the Southern Nevada Green Building Program, including:

- Resource Efficiency;
- Energy Efficiency;
- Water Efficiency;
- Indoor Environmental Quality;
- Operation, Maintenance and Homeowner Education; and
- Global Impact.

Homes certified in this program will be issued a certificate and decal by the city, and participating builders will be recognized by the city as well.

The city also commits to use its best efforts to ensure that all public buildings built by and for the City are built to Green Building standards, consistent with those standards adopted by the state of Nevada for state buildings.

The City Manager will be directed to allocate a portion of the incremental increase in Franchise Fees beginning in Fiscal Year 2008 to a newly-established "City Green Building Fund."

These monies will be used to fund building, renovation and maintenance of city buildings to LEED-Silver or equivalent standards, to fund other green building and sustainability initiatives, and to fund public education efforts.

City staff will prepare an annual report on the progress of Green Building and sustainability initiatives, including its environmental benefits to our community.

Actions

All homes built in the City and certified as meeting the requirements of the Southern Nevada Green Building Partnership will be recognized in the City's Green Building Program.

Builders participating in the Southern Nevada Green Building Partnership will be listed in a Green Building section on the City's website and will be provided with information on the City's Green Building program for their sales offices and model homes.

Each participating home will be given a certificate and window sticker to authenticate its participation.

The City will continue to work with the Southern Nevada Green Building Partnership to ensure that this remains a dynamic and responsive program for the City, its residents and the development community.

The City will use its best efforts to ensure that all public buildings built by and for the City are built to USGBC's LEED-Silver level or other equivalent standard, as identified by the Director of the Nevada State Office of Energy.

Beginning with Fiscal Year 2008, the City will dedicate 25% of any incremental increase in the aggregate amount of franchise fees collected from providers of electricity, gas, and solid waste collection services over the aggregate amount of those fees collected in 2007, not to exceed \$2,500,000 in any single year, in order to fund any increased costs associated with the construction of new public buildings, costs for the renovation or maintenance of existing facilities to LEED-Silver level or other equivalent standard, and the funding of green building and sustainability incentives and the development of public education programs. This revenue will be designated as the City's "Green Building Fund."

The City Manager is directed and authorized to take necessary actions to implement all aspects of the City's Green Building Program as set forth in this Resolution, including the establishment of a budget for the utilization of the Green Building Fund.

The City will prepare an annual report documenting achievements in increasing the number of green buildings in the City and the resulting environmental benefits, to include savings in energy, reduction in consumptive use of water, reduction in green house gas production, and conservation of natural resources.

**RESOLUTION ADOPTING THE CITY OF LAS VEGAS
GREEN BUILDING PROGRAM**

WHEREAS, the City has identified as strategic priorities to create, integrate, and manage orderly and sustainable development and growth of the community; to support and encourage sustainability, livability, and pride in the City's neighborhoods; and to promote healthy lifestyles for all segments of the community; and

WHEREAS, the City has adopted a Climate Protection Resolution calling for the City to establish programs and incentives to encourage builders and developers to implement green building practices, which incorporate building design, construction, and maintenance to promote more energy-efficient, environmentally friendly, and sustainable building practices; and

WHEREAS, the City has adopted the 2003 International Energy Conservation Code, which establishes energy use requirements; and

WHEREAS, the City in the near future will adopt the 2006 version of the International Energy Conservation Code, which will establish some of the most stringent energy use requirements in the United States; and

WHEREAS, the City is an active member of the United States Green Building Council (USGBC); and

WHEREAS, the City is a leader in the reduction of greenhouse gas emissions through the use of alternative fuel vehicles, with 87% of the City's non-emergency fleet running on alternative fuels and comprising a significant portion of the 7,000 alternative fuel vehicles operating in Southern Nevada; and

WHEREAS, the City provides incentives and subsidies to employees who commute by mass transit, van pool or car pool; has increased employee enrollment in the Club Ride Program in May of 2006 by 18%; and is recognized by the EPA as one of America's "Best Workplaces for Commuters"; and

WHEREAS, the City actively promotes the development of mass transit options throughout the City and the Southern Nevada region including light rail, monorail, Bus Rapid Transit and a Super Speed Train connecting Las Vegas with Primm, Nevada and ultimately with Barstow and

1 Anaheim, California; and

2 WHEREAS, the City actively promotes the creation and maintenance of open space
3 through the implementation of the Conservation, Parks and Recreational Trails Elements of the Las
4 Vegas Master Plan 2020; and

5 WHEREAS, the City actively promotes the planting of trees, and for thirteen years has
6 been recognized as a "Tree City USA" by the National Arbor Day Foundation; and

7 WHEREAS, it is the intent of the City Council that the construction of all new public
8 facilities by or for the City will meet or exceed the standards of the LEED-Silver rating scale, as
9 promulgated by the USGBC, or standards that are deemed equivalent; and

10 WHEREAS, establishing a "Green Building Program" for development within the City
11 furthers the City's commitment to achieving a sustainable community; and

12 WHEREAS, over 700 homes will be built in the City by the end of 2006 as part of the
13 Southern Nevada Water Authority's Water Smart Home Program; and

14 WHEREAS, the Nevada Energy Star Partners are currently developing more than 50
15 active subdivisions in the City; and

16 WHEREAS, the Southern Nevada Home Builders Association has developed the
17 Southern Nevada Green Building Partnership to encourage residential builders to adopt and expand
18 green building practices; and

19 WHEREAS, the City has partnered with the Southern Nevada Home Builders
20 Association throughout the planning and development of the Southern Nevada Green Building
21 Partnership; and

22 WHEREAS, homes built as part of the Southern Nevada Green Building Partnership
23 will be built to exceed the energy and water use requirements of the City; and

24 WHEREAS, homes built as part of the Southern Nevada Green Building Partnership
25 will further include a quantifiable volume of renewable and recycled-content materials used in
26 construction; and

27 WHEREAS, those who purchase a home that is part of the Southern Nevada Green
28 Building Partnership will receive educational materials to help them achieve an even more sustainable

1 lifestyle; and

2 WHEREAS, the City should further commit to a policy of green building for all public
3 buildings built by and for the City.

4 NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Las Vegas
5 as follows:

- 6 1. The City of Las Vegas Green Building Program is hereby adopted.
- 7 2. All homes built in the City and certified as meeting the requirements of the Southern Nevada
8 Green Building Partnership will be recognized in the City's Green Building Program.
- 9 3. Builders participating in the Southern Nevada Green Building Partnership will be listed in a
10 Green Building section on the City's website and will be provided with information on the
11 City's Green Building program for their sales offices and model homes.
- 12 4. Each participating home will be given a certificate and window sticker to authenticate its
13 participation.
- 14 5. The City will continue to work with the Southern Nevada Green Building Partnership to
15 ensure that this remains a dynamic and responsive program for the City, its residents and the
16 development community.
- 17 6. The City will use its best efforts to ensure that all public buildings built by and for the City
18 are built to USGBC's LEED-Silver level or other equivalent standard, as identified by the
19 Director of the Nevada State Office of Energy.
- 20 7. Beginning with Fiscal Year 2008, the City will dedicate 25% of any incremental increase in
21 the aggregate amount of franchise fees collected from providers of electricity, gas, and solid
22 waste collection services over the aggregate amount of those fees collected in 2007, not to
23 exceed \$2,500,000 in any single year, in order to fund any increased costs associated with the
24 construction of new public buildings, costs for the renovation or maintenance of existing
25 facilities to LEED-Silver level or other equivalent standard, and the funding of green building
26 and sustainability incentives and the development of public education programs. This revenue
27 will be designated as the City's "Green Building Fund."
- 28 8. The City Manager is directed and authorized to take necessary actions to implement all

1 aspects of the City's Green Building Program as set forth in this Resolution, including the
2 establishment of a budget for the utilization of the Green Building Fund.

- 3 9. The City will prepare an annual report documenting achievements in increasing the number
4 of green buildings in the City and the resulting environmental benefits, to include savings in
5 energy, reduction in consumptive use of water, reduction in green house gas production, and
6 conservation of natural resources.

7 PASSED, ADOPTED, AND APPROVED this 18TH day of OCTOBER, 2006.

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 Val Heed 10-4-06
Date

SOUTHERN NEVADA GREEN BUILDING PARTNERSHIP

PROGRAM REQUIREMENTS

Resource Efficiency

1.1	Reduce Quantity of Materials and Waste
1.1.1	Create a detailed framing plan and detailed material takeoffs. Provide an onsite cut list for all framing and sheathing materials.
1.2	Enhance Durability and Reduce Maintenance
1.2.1	Provide a covered primary entry (e.g., awning, covered porch) to prevent water intrusion and subsequent rotting of joists, sills and finishes.
1.2.2	Install drip edge at eave and gable roof edges.
1.2.3	Install gutter and downspout system to divert water a minimum of 2' away from foundation and from there into the overall onsite drainage area. (In expansive soils conditions, refer to International Residential Code and Southern Nevada Regional Interpretation dated November 10, 2004 for additional requirements.)
1.2.4	Divert surface water from all sides of building.
1.2.5	Provide a water-resistive barrier (WRB) or a drainage plane system behind the exterior veneer system or the exterior siding.
1.3	Use Recycled Content Materials
1.3.1	Use recycled-content building materials (i.e., OSB, MDF, etc.)
1.4	Use Renewable Materials
1.4.1	Use materials manufactured from renewable resources (e.g., agricultural byproduct based products such as soy-based insulation; bamboo; wood-based products).
1.4.2	Use certified wood for wood and wood-based materials and products from all credible third party certified sources, including SFI, ATFS, CAN/CSA, FSC or other programs approved by Program Administrator.
1.5	Recycle Waste Materials During Construction
1.5.1	Develop and implement a construction and demolition (C&D) waste management plan that is posted at jobsite.

Energy Efficiency

2.1	Energy Efficiency
2.1.1	Home is equivalent to or greater than 15% above the current International Energy Conservation Code or local energy code, whichever is more stringent. Conformance to this threshold shall be based on plan analysis using software such as MICROPAS or other as approved by Program Administrator.
2.1.2	If offered by builder, install Energy Star-labeled appliances (refrigerator, dishwasher, washing machine). Refer to Water Efficiency section for specific appliance requirements.
2.1.3	Provide a stamped HVAC design by a Nevada Licensed Mechanical Engineer using the latest ACCA Manual J, S & D calculation methods or other approved methods by Program Administrator.

Water Efficiency

3.1	Landscape Design
3.1.1	All landscapes and irrigation work performed by the homebuilder or their subcontractor is guaranteed to comply with applicable laws and codes in effect at the time of installation.
3.1.2	No turf will be used in front yards. Front yards have water-smart landscaping, including trees, flowers and groundcover.
3.1.3	If the builder offers backyard landscaping, turf will not exceed 50 percent of the total landscapable area of the back yard, or 1,000 square feet whichever is less. If a pool and/or spa are installed prior to owner occupancy, the water surface area will be deducted from the turf allowance. Homebuyers will have an option to select turf varieties with greater water efficiency, such as improved varieties of Bermuda, Zoysia, Buffalo and other warm-season grasses. Ryegrass, Bluegrass, Bentgrass and Dichondra lawns are prohibited.
3.1.4	Builders will not install or facilitate installation of ornamental water features except as allowable components of a swimming pool or spa.
3.2	Irrigation System Standards
3.2.1	Contractor guarantees that all irrigation systems, if properly operated and maintained, can sustain the landscape without creating flow or spray that leaves the property. (See attached compliance criteria)
3.2.2	On all new landscape installations, separate control zones (valves) will be used for each type of watering device. For example, drip emitters will operate separately from sprinkler heads.
3.2.3	Sprinkler heads will be used only to water turfgrass (where allowed) and will have a 4 inch or greater pop-up height and matched precipitation nozzles.
3.2.4	Drip irrigation systems will be equipped with a pressure regulator, filter, and flush end assembly and other appropriate components. Components will be accessible for maintenance.
3.2.5	Contractor-provided irrigation controllers will have the following minimum features: - Two or more programs - Three or more start times per program - One-minute incremental watering time - Even/odd day scheduling - Day interval scheduling - Day of week scheduling

	- Capable of accepting external soil moisture and/or rain sensors - Non-volatile memory or self-charging battery circuit
3.2.6	An owner's manual will be provided for all irrigation controllers and other irrigation components.
3.2.7	A seasonal watering schedule for each zone will be posted at the controller.
3.2.8	Non-turf areas will include a minimum 2-inch layer of mulching material. If weed barrier fabric is used, it will be permeable to air and water. Permeable grade artificial turf may be used to meet the mulch requirements.
3.2.9	A one-year limited warranty will be offered on builder-installed landscaping. Terms of the warranty are at the discretion of the builder. The warranty must be provided to the homebuyer.
3.3	Swimming Pools and Spas
3.3.1	Even if no pool or spa is installed by the builder, all homes must be equipped to facilitate the draining of pool and spa water to the sanitary sewer.
3.3.2	Each dwelling shall have an exterior sewer cleanout downstream of all other sewer connections for the structure and located inside an enclosure. Enclosures must be adequately sized and shaped to allow reasonable access to use tools to remove the cap from the pipe. The enclosure lid must be clearly and permanently marked "SEWER". The words "POOL DRAIN" may be added at the Contractor's discretion.
3.3.3	If offered by Builder, pool and spa water surface area will be deducted from the maximum allowable turf area. The combined area of turf and open water may not exceed 1,000 square feet.
3.3.4	If offered by Builder, pools may not feature decorative water features that drop or propel water more than 24 inches above the main water surface.
3.4	Plumbing and Equipment Standards
3.4.1	Service pressure for all uses (indoor and outdoor) must be 60 psi or less. Compliance may be achieved by use of a pressure-regulating valve (PRV) downstream of the water meter. In the event static water pressure is at or below 60 psi, no PRV is necessary. All fixtures and irrigation system connections must be downstream of the pressure regulator.
3.4.2	All plumbing fixtures must be UPC approved.
3.4.3	Homes must include high-efficiency indoor plumbing fixtures: - Toilets 1.6 gallons maximum per flush

	- Kitchen faucets 2.2 gallons per minute (gpm) maximum - Bathroom faucets 1.5 gallons per minute (gpm) maximum - Shower fixtures – total water output for shower heads and similar devices may not exceed 2.5 gallons per minute (gpm) maximum. If the device has multiple nozzles (such as a body spray unit), the collective volume of all nozzles the user may operate simultaneously may not exceed 2.5 gallons per minute. If the contractor intends to design a shower facility for more than one person, the design and fixtures must be reviewed and approved. Under no circumstance will any facility be approved where water flow may exceed 2.5 gpm per user. - Hot water recirculating systems, point of use water heating devices or manifold systems are required to minimize water loss during hot water delivery.
3.4.4	All air conditioning systems must be non-evaporative systems with zero net consumptive water use.
3.4.5	If the following types of appliances are offered, finances, installed or sold as upgrades through the Contractor, they must meet these standards:
	Dishwasher – may not exceed 6.5 gallons or per normal cycle) (JANUARY 1, 2007 REQUIREMENT)
	Washing machines – Must be high-efficiency models with Energy Star Water Factor (WF) not to exceed 7.0 (JANUARY 1, 2007 REQUIREMENT)
	Water Softener – All devices must be certified to meet the NSF/ANSI 44 standard. All water softeners must be demand-initiated regeneration. Devices that use autoinitiated regeneration (fixed schedule) are prohibited. If the device uses an ion exchange technology, it must be capable of using potassium rather than sodium salt.
3.4.6	Drinking water treatment systems using distillation, adsorption, reverse osmosis or ultraviolet processes must be certified to meet applicable NSF/ANSI certifications. Such systems must have an efficiency rate of not less than 85 percent (minimum of 85 gallons of water available for beneficial use within the home for every 100 gallons of water input to the device). Discharge water diverted for another code-approved use within the home may be considered a beneficial use at the discretion of the Program Administrator.

Indoor Environmental Quality

4.1	Minimize Potential Sources of Pollutants
4.1.1	Install direct-vent, sealed-combustion gas fireplace, sealed wood fireplace or sealed woodstove OR No fireplace or woodstove installed.
4.1.2	Ensure particleboard, medium density fiberboard (MDF) and hardwood plywood substrates are certified to low formaldehyde emission standards ANSI A208.1, ANSI A208.2 and ANSI/HPVA HP1, respectively. Composite wood/agrifiber panel products must either contain no added urea-formaldehyde resins or must be third party certified for low formaldehyde emissions. THIS WOULD BE VERIFIED BY THE MANUFACTURERS SPEC AND CERTIFICATION FROM SUPPLIER
4.1.3	Install carpet and carpet pad that hold "Green Label" from Carpet and Rug Institute's indoor air quality testing program or meet equivalent thresholds verified by a third party. THIS WOULD BE VERIFIED BY THE MANUFACTURERS SPEC AND CERTIFICATION FROM SUPPLIER
4.2	Manage Potential Pollutants Generated in the Home
4.2.1	Provide mechanical exhaust fan to the outside from kitchen range, bath and laundry.
4.2.2	Provide mechanical ventilation at a rate of 7.5 cfm per bedroom + 7.5 cfm and controlled automatically or continuous with manual override. The ventilation equipment may be: A. Exhaust or supply fan(s), or B. Balanced exhaust and supply fans, or C. Heat-recovery ventilator, or D. Energy-recovery ventilator
4.2.3	Design HVAC system to use minimum MERV 6 filters
4.3	Moisture Management (Vapor, Rainwater, Plumbing, HVAC)
4.3.1	Install moisture resistant backerboard – not paper-faced sheathing – under tiled surfaces in wet areas.
4.3.2	Install vapor retarder directly under slab (6-mil) or on crawl space floor (8-mil). In crawl spaces, extend poly up wall and affix with glue and furring strips or damp-proof wall below grade. Joints lapped 12 inches.

Operation, Maintenance and Homeowner Education

5.1	Provide Home Manual to owners/occupants on the use and care of the home.
	A. Narrative detailing the importance of maintenance and operation to keep a green build home green.
	B. Local Green Building Program certificate.
	C. Warranty, operation and maintenance instructions for equipment and appliances. INFORMATION PROVIDED BY MANUFACTURER
	D. Household recycling opportunities. INFORMATION PROVIDED BY LOCAL TRASH COLLECTION COMPANY
	E. Explanation of the benefits of using compact fluorescent light bulbs in high usage areas.
	F. A list of habits/actions to optimize water and energy use. INFORMATION PROVIDED BY LOCAL WATER UTILITY
	G. Local public transportation options (if applicable) INFORMATION PROVIDED BY LOCAL TRANSIT AUTHORITY
	H. Clearly labeled diagram showing safety valves and controls for major house systems. OWNER IS TYPICALLY SHOWN BY BUILDER DURING WALK THRU – COULD BE PUT ON DIAGRAM FOR FUTURE REFERENCE
	I. Use low VOC emitting wallpaper. POSSIBLY PROVIDE WEBSITE IF THERE IS SUCH A THING
5.2	Optional information to include in the Home Manual
	A. List of Green Home Building Guidelines items included in the home.
	B. User-friendly maintenance checklist.
	C. Information about native or low water landscape INFORMATION FROM LOCAL WATER UTILITY
5.3	Solid Waste
	A. Encourage homeowners/occupants to recycle by providing built-in space in the home's design (e.g., kitchen, garage covered outdoor space) for recycling containers. INFORMATION FROM LOCAL TRASH COLLECTION COMPANY

It is intended that material provided in this section be reference material provided by local utility providers, trash collection company, etc. on “How to Live Green”.

Need to consider including some type of disclaimer regarding “implied warranty”.

Global Impact

6.1	Products
6.1.1	Choose low- or no-VOC indoor paints. VOC concentrations (grams/liter) of interior paints should be equal to or less than those specified by the EPA's Environmentally Preferable Purchasing Program: • Interior latex coatings: Flat – 100 grams/liter Non-flat - 150 grams/liter • Interior oil-based paints: 380 grams/liter

Additional Requirements

	Home enrolled in the SNHBA endorsed Green Builder Program will require field verification by a Certified HERS rater and will follow the home inspection sampling guidelines endorsed by the DOE/EPA and RESNET.
	Certification and Verification of Approved HERS Raters
	SNHBA Program Administrator will create approved classroom and onsite training program for implementation of Green Builder program.
	Certified HERS inspection will be subject to random quality control inspections to ensure program guidelines are being met. Repeated failure by the HERS company can lead to program participation disqualification

-- < (10") > --

Item #80. Tom McGowan; LAS VEGAS RESIDENT. ~ WHO ARE THE MEMBERS OF THE JUDICIAL SELECTION COMMITTEE(?); WHO MADE THOSE APPOINTMENTS(?); AND:- WHAT'S THE REASON FOR THE SUBJECT REPEAL RESOLUTION? ~ THANK YOU.

-- < (10"SEE) > --

Item #82. Tom McGowan; LAS VEGAS RESIDENT. ~ WHAT ROLE DOES CONSULTANT TERRY MURPHY, PRES. OF 'STRATEGIC SOLUTIONS' HAVE, REGARDING THE SUBJECT ITEM? ~ THANK YOU.

-- < (20") > --

Item #83. Tom McGowan; LAS VEGAS RESIDENT. ~ WHAT'S THE TOTAL NUMBER OF 'GREEN BUILDINGS' CURRENTLY EXIST AND PROTECTED AS PENDING DEVELOPMENT COMPLETION IN THE CITY OF LAS VEGAS(?); ~ WHERE ARE THEY LOCATED(?); ~ ARE ANY RIPARIAN ESPLANADES INCLUDED(?); ~ AND, IF SO, WHERE ARE THEY LOCATED(?); ~ AND, IF NOT, WHY NOT? ~ THANK YOU.

-- < (8") > --

Item #84. Tom McGowan; LAS VEGAS RESIDENT. ~ THE SUBJECT ITEM IS A 'NO-BRAINER'. I RECOMMEND YOU RESOLVE TO EXPRESS STRONG OPPOSITION TO STATE BALLOT QUESTION #?, WITHOUT FURTHER UNNECESSARY DISCUSSION. ~ THANK YOU.

-- < (12") > --

Item #85. Tom McGowan; LAS VEGAS RESIDENT. ~ WHAT ROLE DOES CONSULTANT TERRY MURPHY, PRES. OF 'STRATEGIC SOLUTIONS' HAVE, REGARDING THIS ITEM(?); ~ AND, ITS IMPORTANT TO RECOGNIZE: ~ IN CERTAIN NOTABLE INSTANCES, THE TAKING OF PUBLIC PROPERTY FOR TRANSFER TO A PRIVATE COMMERCIAL INTEREST MAY ALSO BE SUBJECT TO CONSTRUCTION AS AN ABUSE OF EMINENT DOMAIN; ~ AND:- SINCE THE LOCAL POPULATION IS PROJECTED TO DOUBLE BY 2020, IMMEDIATE PRO-ACTIVE ADOPTION OF A RESPONSIBLE EMINENT DOMAIN POLICY IS CATEGORICALLY IMPERATIVE TO THE SOCIOECONOMIC WELL-BEING OF ALL CURRENT AND FUTURE RESIDENTS OF THE CITY OF LAS VEGAS. DECENTRALIZATION IS A VIABLE ALTERNATIVE SOLUTION TO THE PROBLEM, BUT IT DOESN'T APPEAR ON ANY OF YOUR MEETING AGENDAS. ~ THANK YOU. (5.)

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 18, 2006

DEPARTMENT: CITY MANAGER**DIRECTOR: DOUGLAS A. SELBY**☐ Consent ☒ Discussion**SUBJECT:****RESOLUTIONS:**

R-82-2006 - Discussion and possible action on a Resolution expressing opposition to State Ballot Question No. 7, a proposed amendment to the Nevada Revised Statutes to allow and regulate the sale, use, and possession of marijuana

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

During the 2005 Session, the Nevada Legislature took no action on Initiative Petition No. 3 to legalize the sale, use, and possession of up to one ounce of marijuana by persons 21 years of age or older, and to tax marijuana sales. As a result, State Ballot Question No. 7 was placed on the November 7, 2006, general election ballot as required under the provisions of the Nevada State Constitution that the petition proposal be included as a ballot question for voters to consider at the next succeeding general election.

Major law enforcement agencies such as the Las Vegas Metropolitan Police Managers Supervisors Association, the Las Vegas Police Protective Association, Nevada Sheriff's and Chief's Association, and the Las Vegas Metropolitan Police Department oppose the legalization of marijuana.

RECOMMENDATION:

Recommend that the City Council approve the Resolution expressing opposition to the State Ballot Question No. 7, a proposed amendment to the Nevada Revised Statutes to allow and regulate the sale, use, and possession of marijuana.

BACKUP DOCUMENTATION:

1. Resolution R-82-2006
2. Submitted at meeting – Comments by Tom McGowan

Motion made by GARY REESE to Strike Items 16, 73, 76, 77, 78, 82 and 84

Passed For: 6; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 1

LOIS TARKANIAN, LAWRENCE WEEKLY, LARRY BROWN, OSCAR B. GOODMAN,
GARY REESE, STEVE WOLFSON; (Against-None); (Abstain-None); (Did Not Vote-None);
(Excused-STEVEN D. ROSS)

**RESOLUTION OPPOSING STATE QUESTION NO. 7, WHICH WOULD
AMEND STATE LAW TO LEGALIZE THE SALE, USE AND POSSESSION OF
MARIJUANA UNDER CERTAIN CIRCUMSTANCES**

WHEREAS, during the 2005 Legislative Session, Initiative Petition No. 3, to legalize the sale, use and possession of up to one ounce of marijuana by persons 21 years of age or older and to tax marijuana sales, was presented to the Nevada State Legislature; and

WHEREAS, the Nevada Legislature took no action on Initiative Petition No. 3, thus requiring under the provisions of the Nevada State Constitution that the petition proposal be included as a ballot question for voters to consider at the next succeeding general election; and

WHEREAS, State Question No. 7 has been submitted for inclusion on the ballot of the November 7, 2006, general election to provide voters the opportunity to vote on the issue of legalizing the sale, use and possession of marijuana as indicated; and

WHEREAS, major law enforcement organizations, such as the Las Vegas Metropolitan Police Managers Supervisors Association, Las Vegas Police Protective Association, Nevada Sheriff's and Chief's Association, and the Las Vegas Metropolitan Police Department, oppose the legalization of marijuana, believing, among other things, that drug dealers would prey more heavily on underage youths; and

WHEREAS, the Council believes that, under most circumstances, the use of marijuana impairs judgment, is harmful to the health of users, and likely would result in increased health problems and health costs to the community; and

WHEREAS, the Council also believes that legalizing the sale, use and possession of marijuana as indicated would result in increased criminal activity and create rippling negative effects in the community.

...

...

...

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...

...

1 NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY
2 OF LAS VEGAS that the Council opposes State Question No. 7, as well as any similar effort to
3 legalize the sale, use and possession of marijuana in the State of Nevada.

4 PASSED, ADOPTED, AND APPROVED this ____ day of _____, 2006.

5 CITY OF LAS VEGAS

6
7
8 BY _____
9 OSCAR B. GOODMAN, Mayor

10 ATTEST:

11
12 BARBARA JO RONEMUS, City Clerk

13 APPROVED AS TO FORM

14
15 Val Steed 10-4-06
16 Date

-- < (10") > --

Item #80. Tom McGowan; Las Vegas Resident. ~ WHO ARE THE MEMBERS OF THE JUDICIAL SELECTION COMMITTEE (?); WHO MADE THOSE APPOINTMENTS (?); AND:- WHAT'S THE REASON FOR THE SUBJECT REPEAL RESOLUTION? ~ THANK YOU.

-- < (10" sec) > --

Item #82. Tom McGowan; Las Vegas Resident. ~ WHAT ROLE DOES CONSULTANT TERRY MURPHY, PRES. OF 'STRATEGIC SOLUTIONS' HAVE, REGARDING THE SUBJECT ITEM? ~ THANK YOU.

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Item #83. Tom McGowan; Las Vegas Resident. ~ WHAT'S THE TOTAL NUMBER OF 'GREEN BUILDINGS' CURRENTLY EXIST AND PROTECTED AS PENDING DEVELOPMENT COMPLETION IN THE CITY OF LAS VEGAS (?); ~ WHERE ARE THEY LOCATED (?); ~ ARE ANY RIPARIAN ESPLANADES INCLUDED (?); ~ AND, IF SO, WHERE ARE THEY LOCATED (?); ~ AND, IF NOT, WHY NOT? ~ THANK YOU.

-- < (8") > --

Item #84. Tom McGowan; Las Vegas Resident. ~ THE SUBJECT ITEM IS A 'NO-BRAINER' - I RECOMMEND YOU RESOLVE TO EXPRESS STRONG OPPOSITION TO STATE BALLOT QUESTION #6?, WITHOUT FURTHER UNNECESSARY DISCUSSION. ~ THANK YOU.

-- < (12") > --

Item #85. Tom McGowan; Las Vegas Resident. ~ WHAT ROLE DOES CONSULTANT TERRY MURPHY, PRES. OF 'STRATEGIC SOLUTIONS' HAVE, REGARDING THIS ITEM (?); ~ AND, IT'S IMPORTANT TO RECOGNIZE: ~ IN CERTAIN NOTABLE INSTANCES, THE TAKING OF PUBLIC PROPERTY FOR TRANSFER TO A PRIVATE COMMERCIAL INTEREST MAY ALSO BE SUBJECT TO CONSTRUCTION AS AN ABUSE OF EMINENT DOMAIN; ~ ADD:- SINCE THE LOCAL POPULATION IS PROJECTED TO DOUBLE BY 2020, IMMEDIATE PRO-ACTIVE ADOPTION OF A RESPONSIBLE EMINENT DOMAIN POLICY IS CATEGORICALLY IMPERATIVE TO THE SOCIOECONOMIC WELL-BEING OF ALL CURRENT AND FUTURE RESIDENTS OF THE CITY OF LAS VEGAS. DECENTRALIZATION IS A VIABLE ALTERNATIVE SOLUTION TO THE PROBLEM, BUT IT DOESN'T APPEAR ON ANY OF YOUR MEETING AGENDAS. ~ THANK YOU. (5.)

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 18, 2006

DEPARTMENT: CITY MANAGER

DIRECTOR: DOUGLAS A. SELBY

☐ Consent ☒ Discussion

SUBJECT:

RESOLUTIONS:

R-83-2006 - Discussion and possible action on a Resolution setting forth the policy of the City regarding the use of eminent domain to take private property for transfer to another for private commercial enterprise

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Dept./Division:

Amount:

Funding Source:

PURPOSE/BACKGROUND:

The purpose of this item is to clarify and memorialize the position of the Las Vegas City Council with respect to eminent domain as it relates to such takings of privately owned property for transfer to another private commercial enterprise.

RECOMMENDATION:

Recommend approval.

BACKUP DOCUMENTATION:

1. Resolution R-83-2006
2. Submitted at meeting – Comments by Tom McGowan

Motion made by GARY REESE to Approve

Passed For: 7; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 0

LOIS TARKANIAN, LAWRENCE WEEKLY, LARRY BROWN, OSCAR B. GOODMAN, GARY REESE, STEVE WOLFSON, STEVEN D. ROSS; (Against-None); (Abstain-None); (Did Not Vote-None); (Excused-None)

Minutes:

CHRIS KNIGHT, Director of Administrative Services, reported that legislative and court-case history has driven some issues and prompted legislative actions that are pending and forthcoming in the next legislative session regarding the use of eminent domain by local governments. In response, City staff put together a resolution intended to clarify the City's position on the use of eminent domain, which is that the City will not use eminent domain to take private property, without the consent of the owner, for the purposes of transferring or leasing to another private commercial enterprise. MAYOR GOODMAN clarified that it codifies the philosophy of this Council.

CITY COUNCIL MEETING OF: OCTOBER 18, 2006

TOM McGOWAN, Las Vegas resident, read and submitted his written comments, a copy of which is made a part of the minutes.

EDDIE READUM attempted to expose his concerns regarding Towbin Infinity and the lack of assistance he has received from the police; however, MAYOR GOODMAN advised him to speak under the Citizens Participation portion of the agenda.



WHEREAS, the City Council desires to set forth its policy with respect thereto by means of this Resolution.

PASSED, ADOPTED, AND APPROVED this 18TH day of OCTOBER, 2006.

BY 
OSCAR B. GOODMAN, Mayor


BARBARA JO RONEUMUS, City Clerk

Val Steed 10-10-06
Date

-- < (10") > --

Item #80. Tom McGowan; Las Vegas Resident. ~ WHO ARE THE MEMBERS OF THE JUDICIAL SELECTION COMMITTEE (?); WHO MADE THOSE APPOINTMENTS (?); AND:- WHAT'S THE REASON FOR THE SUBJECT REPEAL RESOLUTION? ~ THANK YOU.

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AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 18, 2006

DEPARTMENT: CITY CLERK

DIRECTOR: BARBARA JO RONEMUS

☐ Consent ☒ Discussion

SUBJECT:

BOARDS & COMMISSIONS

ANIMAL ADVISORY COMMITTEE – Staci Columbo, Term Expiration 11-15-2006

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Dept./Division:

Amount:

Funding Source:

PURPOSE/BACKGROUND:

This board is comprised of five members who serve two-year terms, no limit to the number of terms that may be served and no requirement to fill an unexpired portion of a term. There is no City residency requirement. Ms. Columbo is eligible and wishes to be reappointed.

RECOMMENDATION:

Procedure for this Board requires appointment by the City Council. Options are:
Reappoint Ms. Columbo OR appoint a new member to fill this seat.

BACKUP DOCUMENTATION:

1. Current Listing and Authority - Animal Advisory Committee
2. Memorandum from Roger Van Oordt, Animal Control Supervisor
3. Board Interest Form, Melinda Vereen

Motion made by STEVEN D. ROSS to Approve to Reappoint STACI COLUMBO (Ross' recommendation)

Passed For: 7; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 0

LOIS TARKANIAN, LAWRENCE WEEKLY, LARRY BROWN, OSCAR B. GOODMAN,
GARY REESE, STEVE WOLFSON, STEVEN D. ROSS; (Against-None); (Abstain-None);
(Did Not Vote-None); (Excused-None)

ANIMAL ADVISORY COMMITTEE

<u>MEMBERS</u>	<u>ADDRESS</u>	<u>ORIGINAL CODE</u>	<u>APPT.</u>	<u>TERM EXPIRES</u>
1. DOLGINOFF, MARK A. DVM (Reese's recom.)	2003 Silverton Drive (Henderson) Of: 1060 E. Flamingo Rd.	89074 89109	3-20-1996 (Reapp. 3-9-1998) (Reapp. 3-1-2000) (Reapp. 2-20-2002) (Reapp. 3-3-2004) (Reapp. 3-1-2006)	3-20-2008
2. FITZGERALD, CHARLES (Weekly's reappt.)	6124 Chinook Way (Ward 5)	89108	12-3-2003 (Reapp. 12-7-2005)	12-3-2007
3. COLUMBO, STACI (Mack's recom.) (Mack's reappoint.) Replaced Diana Chesnoff, Resigned 10-23-2000	10289 Placid Street (Ward 6)	89123	11-15-2000 (Reapp. 10-16-2002) (Reapp. 10-20-2004)	11-15-2006
4. BUTCHE, SUSAN (Reese's recom.) (Goodman's reappoint.)	6170 Buckskin Avenue (County)	89108	4-5-1995 (Reapp. 3-10-1997) (Reapp. 3-8-1999) (Reapp. 3-7-2001) (Reapp. 3-19-2003) (Reapp. 3-16-2005)	4-5-2007
5. DUKES, AMBER (Brown's recom.)	1901 Sunland Avenue (Ward 5)	89106	2-7-1996 (Reapp. 2-2-2000) (Reapp. 1-16-2002) (Reapp. 2-4-2004) (Reapp. 1-18-2006)	2-7-2008

Authority: Ord. #3618, Bill 91-75 adopted 12-4-91 (repealed #1777),
LVMC 7.16.050 - Ord. #5220, Bill 2000-30, adopted 5-17-2000, updates City's animal control regulations.

Members: 5 members (do not have to represent any specific areas or categories)

Appointed: Appointed by the City Council.

Term: 2 yr. terms (no limit to number of terms)
Do not have to fill unexpired portion of term.

Notes: No City residency requirement.
No financial disclosure requirement.

Prior Code: Ord. #1777, adopted 7-2-75

PURPOSE: Committee is convened by Municipal Court. After a criminal complaint has been filed, Municipal Court may refer the question of whether an animal is vicious, dangerous, or ferocious to the Animal Advisory Committee.

Memorandum

City of Las Vegas
Detention and Enforcement

To: RONI RONEMUS; CITY CLERK
From: ROGER VAN OORDT; ANIMAL CONTROL SUPERVISOR 
CC: KAREN COYNE; DIRECTOR D&E
Date: SEPTEMBER 25, 2006
Re: STACI COLUMBO/ ANIMAL ADVISORY COMMITTEE

On September 25, 2006 I contacted Animal Advisory Committee member Staci Columbo. Ms. Columbo's term on the committee expires on November 15, 2006. She desires to be reappointed to an additional two-year term.

She has a 100% attendance record during her past term. Staci has been a committee member since November of 2000. She has been an excellent representative of this committee and I recommend her reappointment.

RECEIVED
CITY CLERK
2006 SEP 25 P 1:54

RECEIVED
CITY CLERK

2006 OCT -5 P 2:04

City of Las Vegas Board, Commission, or Committee Interest Form

Name: MELINDA VEREENHome Street Address: 7021 BOCAIRE DRIVECity: LAS VEGAS ZIP Code: 89131

Work Street Address: _____

City: _____ ZIP Code: _____

Employer: N/A Occupation: ParalegalHome Phone Number: 256-9455 Work Phone Number: _____Other Phone Number: 343-4496 Email Address: MelindaVereen@aol.com

Please list the boards, commissions, or committees that you are interested in
serving on:

CITIZEN REVIEW BOARDCOMMUNITY DEVELOPMENT RECOMMENDING BOARDCITIZENS PRIORITY ADVISORY COMMITTEEBOARD OF CIVIL SERVICE TRUSTEESANIMAL ADVISORY COMMITTEE

Page 1 of 2

For office use only

CLV Y ☒ N ☐Ward 6Date 10.5.2006

Please list any boards, commissions, or committees that you serve on, or have served on in the past (Use additional pages, if necessary):

NONE

Please discuss your qualifications to serve on any boards, commissions, or committees (Use additional pages, if necessary):

I AM A LAS VEGAS RESIDENT WHO IS DEDICATED TO THE
DEVELOPMENT OF THE CITY. I AM AN HONEST AND
TRUSTWORTHY CITIZEN WHO WOULD LOVE TO SERVE AS
A BOARD OR COMMITTEE MEMBER. PLEASE SEE MY
RESUME FOR FURTHER QUALIFICATIONS.

Please list any of your relatives or friends that work for the entity in which you would be serving:

NONE

Feel free to attach a resume to this form. Upon submitting this form, all information will be considered public information. This form will be kept on file for 6 months from date of submittal. It is the applicant's responsibility to submit a new form after that time. This form does not constitute an application for employment. Please do not to submit this form electronically. It should be printed, completed and mailed along with a letter and resume.

Please submit to: City Clerk
City of Las Vegas
400 Stewart Avenue
Las Vegas, NV 89101

Fax: (702) 382-4803

**You may be required to be resident of the City of Las Vegas to serve certain boards, committees, or commissions.*

MELINDA A. VEREEN
7021 Boaire Drive
Las Vegas, NV 89131
(702) 343-4496 or (702) 256-9455

SUMMARY OF QUALIFICATIONS

Experience: 15+ year's paralegal experience.
Skilled in litigation preparation.
Knowledge of Arbitration Rules.
Proficient in discovery procedures.
Knowledge of court filing procedures.
Excellent organizational skills.
Excellent verbal and written communication skills.
Excellent settlement negotiation skills.

Education: **University of Phoenix, Las Vegas, NV**
Currently pursuing a Bachelors of Science Degree
in Business Law/Public Administration with 72 credits

Aristone's Business School, Maple Shade, NJ
Paralegal Certification

SPECIAL TRAINING: Medical Records Management for Nevada Paralegals
Community Association Law of Paralegals

EMPLOYMENT HIGHLIGHTS

Oct 2004 **Paralegal/Legal Administration**
March 2006 The Law Office of Bruce D. Schupp, Las Vegas, NV
Managing the Litigation Department. Handling all litigation cases from the Summons and Complaint to settlement or trial. Preparing motions, briefs and discovery. Responsible for keeping accurate calendars, scheduling depositions and court Reporters. Preparing disbursement of funds; contacting health care providers for balances, maintaining medical records and billing statements. Meeting with clients. Conversant of all phases of each case's status.

June 2003 Oct 2004	Legal Assistant/Paralegal Cobeaga Tomlinson, Las Vegas, NV Personal Injury and Medical Malpractice Legal Assistant for two attorneys.
Oct 1999 June 2003	Legal Office Assistant II Clark County Justice Court, Las Vegas, NV Provided court dates, case numbers, inmate numbers, charges, department numbers and any information pertaining to the incarceration of an individual, judges and attorneys. Implemented and designed an excel program for the Pretrial Services Department. Provided information to the public, which required the application of court policies, rules and procedures for the Traffic Court Department.
Sept 1998 Oct 1999	Legal Secretary/Office Manager Skinner, Sutton, Watson & Rounds, Las Vegas, NV Legal Secretary to Personal Injury and Insurance Defense Attorney.
June 1988 Sept 1998	Paralegal Attorney General's Office, Trenton, NJ Personal Injury Paralegal in the Tort Litigation Department for four attorneys

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 18, 2006

DEPARTMENT: CITY CLERK

DIRECTOR: BARBARA JO RONEMUS

☐ Consent ☒ Discussion

SUBJECT:

BOARDS & COMMISSIONS

BOARD OF CIVIL SERVICE TRUSTEES – E. Lavonne Lewis, Term Expiration 11-8-2006

Fiscal Impact

☐

No Impact

☐

Augmentation Required

☒

Budget Funds Available

Dept./Division: Human Resources

Amount: \$50.00 per meeting

Funding Source: General Fund

PURPOSE/BACKGROUND:

The Board of Civil Service Trustees is comprised of 5 members appointed by the City Council. Members of this board must be City residents, and attendance is compensatory. Members are limited to two full terms. Terms are four years and there is no requirement to fill unexpired portions of terms. Ms. Lewis has served two complete terms and is not eligible for reappointment.

RECOMMENDATION:

Procedure for this Board requires appointment by the City Council. It will be necessary to appoint a new member to fill this seat.

BACKUP DOCUMENTATION:

1. Current Listing and Authority - Board of Civil Service Trustees
2. Board Interest Forms, Malcolm White and Melinda Vereen

Motion made by LARRY BROWN to Approve to Appoint MALCOLM WHITE (Brown's recommendation), 8504 Copper Falls, Las Vegas, Nevada 89129

Passed For: 7; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 0

LOIS TARKANIAN, LAWRENCE WEEKLY, LARRY BROWN, OSCAR B. GOODMAN,
GARY REESE, STEVE WOLFSON, STEVEN D. ROSS; (Against-None); (Abstain-None);
(Did Not Vote-None); (Excused-None)

9-7-2005

Per Senate Bill 147, effective June 11, 2003, compensated boards meeting certain criteria are no longer required to file State Financial Disclosure Statements. This board meets that established criteria.

BOARD OF CIVIL SERVICE TRUSTEES

<u>MEMBERS</u>	<u>ADDRESS</u>	<u>ZIP CODE</u>	<u>ORIGINAL APPT.</u>	<u>TERM EXPIRES</u>
1. MIRAMONTES, EDMUND (Trustee) (Weekly's recommendation)	6237 Shawnee Avenue (Ward 1)	07	10-29-2003	10-29-2007
2. BEALS, EVELYN (Weekly's recommendation)	2101 N. Martin L. King, #184 (Ward 5)	06	7-6-2005	7-6-2009
3. ROCHA, PRISCILLA (Reese's recommendation)	60 North Pecos Road, #2001 (Ward 3)	10	2-18-2004 (Effective 2-21-2004)	2-21-2008
4. ALISEO, JOHAN (Trustee) [Goodman's recommendation] [Replaced Lou Johnson who resigned]	5277 Crooked Valley Drive [Ward 6]	49	9-19-2001 (Reap. 9-7-2005)	9-19-2009
5. LEWIS, E. LAVONNE (Trustee) (Brown's recommendation)	2020 Spring Rose Street (Ward 4)	34	10-12-1998 (Effective 11-8-1998) (Reap. 10-16-2002)	11-8-2006

AUTHORITY: City Charter Article 10 - L.V.M.C. 3.04 - Amended per Bill 2001-70, Ordinance 5346, of 8-1-2001 indicating Financial Disclosures requirement.

TERM: 4 year terms (do not have to fill unexpired terms).
Members are limited to two full terms. (Ord. 3321, 11-4-87)

APPOINTED: 5 members appointed by the City Council.

COMPENSATION: \$50.00 for each meeting attended.

NOTES: **MUST BE CITY OF LAS VEGAS RESIDENT (Ord. 3527, LVMC 2.49).**

Per Senate Bill 147, effective June 11, 2003, compensated boards meeting certain criteria are no longer required to file State Financial Disclosure Statements. This board meets that established criteria.

PURPOSE: The Board of Civil Service Trustees administers the system of civil service.

RECEIVED
CITY CLERK

2006 SEP 29 A 9:06



City of Las Vegas Board, Commission, or Committee Interest Form

Name: Malcolm White

Home Street Address: 8504 Copper Falls

City: Las Vegas ZIP Code: 89129

Work Street Address: 1600 Pinto Ln

City: Las Vegas ZIP Code: 89106

Employer: Clark County Occupation: Sr. Mediation Specialist

Home Phone Number: 240-3110 Work Phone Number: 455-

Other Phone Number: 491-7204 Email Address: MZW@CO.Clark.NV.

Please list the boards, commissions, or committees that you are interested in serving on:

Board of Civil Service Trustees

For office use only

CLV Y ☒ N ☐

Ward 4

Date 9-29-2006

Please list any boards, commissions, or committees that you serve on, or have served on in the past (Use additional pages, if necessary):

U. Park and Recreation Advisory Commission (Chairman)
Urban League Young Professionals - Development Committee

Please discuss your qualifications to serve on any boards, commissions, or committees (Use additional pages, if necessary):

As a professional mediator many of the logic skills needed will help to maintain a neutral position as a board member. My training and facilitation skills should help bring clarity during group discussions.

Please list any of your relatives or friends that work for the entity in which you would be serving:

None

Feel free to attach a resume to this form. Upon submitting this form, all information will be considered public information. This form will be kept on file for 6 months from date of submittal. It is the applicant's responsibility to submit a new form after that time. This form does not constitute an application for employment.

Please submit to:

City Clerk
City of Las Vegas
400 Stewart Avenue
Las Vegas, NV 89101

Fax: (702) 382-4803

*You may be required to be resident of the City of Las Vegas to serve certain boards, committees, or commissions.

MALCOLM D. WHITE

8504 Copper Falls
Las Vegas, NV 89129
702.240.3110
491.7204 (cell)

Education:

UNIVERSITY OF NEVADA, LAS VEGAS 1986-89
BACHELOR OF SCIENCE IN EDUCATION
RECREATION LEISURE STUDIES
ATHLETIC SCHOLARSHIP

RIVERSIDE CITY COLLEGE 1984-86
ASSOCIATE IN GENERAL EDUCATION
CHILD PSYCHOLOGY

Professional Experience:

11/00 - Senior Mediation Specialist; Clark County Neighborhood Justice Center, Justice Court

- * Facilitate program goals and objectives to youth and community 8-18 years
- Develop new programs
- Train Clark County School District staff to facilitate peer-mediation program
- * Mediate adult community disputes
- * Develop community partnerships with education/ violence prevention programs
- * Conflict Intervention Team (CIT) member
- * Curriculum development
- * Facilitate conference workshops on conflict resolution
- * Research/write grant, funding opportunities for NJC Peer-Mediation program

Key Accomplishments

- * Facilitated Community Focus Groups initiated by Yvonne Atkinson -Gates
- * Clark County Leadership graduate
- * Trainer/ facilitator of Clark County Alliance Building
- * Presenter: 2006 International Conference On Violence, Abuse And Trauma

1/97 - 8-11/00 Senior Program Director / Associate Executive Director; YMCA of Nevada

- * Designed and directed operation of a 7 million dollar newly constructed facility
- Develop new programs and curriculum for Las Vegas youth & seniors
- Volunteer Development (150 volunteers)
- * Supervised curriculum development for Child Care, Day Camp, Teen and Physical Education Programs
- * Develop and manage program budget of 700k
- * Supervised three professional directors, (120) full/part time staff and volunteers
- * Northwest outreach program development with Summerlin Hospital
- * Develop strategies to increase grant funding

Key Accomplishments

- * Re-vitalized current adult program profile
- * Developed and expanded Youth & Adult Computer programs
- * Improved program participant communications
- * YMCA crisis management team
- * Reviewed and updated policy manual for staff and volunteers

1/95 - 11/96 Greater Las Vegas Inner-City Games; Sports Coordinator, Las Vegas NV

- * Develop sports program for at risk Las Vegas youth
- * Logistical event planning
- * Direct the Board Program Committee
- * Recruit/ develop/ maintain community partnerships with grass root organizations
- * Present oral overview of program to community based organizations
- * Initiated programs directives given by Yvonne Atkinson- Gates & Elaine Wynn

3/94 - 1/95

Southwest Association of Fitness & Exercise, Las Vegas: Co-Founder.

- * Design and direct operations of newly created non-profit company
- * Develop membership and sales materials
- * Develop Marketing, Promotions and Sales Material

MALCOLM D. WHITE

8504 Copper Falls
Las Vegas, NV 89129
240.3110 (hm) 491.7204(cell)

Professional Skills

- Proficient in *Microsoft Word, Excel, Word Perfect, Outlook and Adobe Page Maker*
- *Certified training in Management Supervision*
- *Certified training Fiscal planning/Budget Development*
- *Certified training in YMCA Principles and Practices*
- *IDEA personal trainer*
- *Graduate of PSI personal development 1993*
- *Graduate of Rapport Institute for personal growth (fire walker) 1994*
- *Certified Mediator*
- *Member of NPRS*

Personal Highlights

- My two children.
- Team member of the first Greater Las Vegas Inner-City Games
- City of Las Vegas Citizen Fire Academy
- Appointed official to City of Las Vegas Parks and Recreation Commission, Chairman 2004, 2006 Councilwoman Lynette B. McDonald Ward 2

Professional References:

Mike Lubbe
CEO, YMCA of Southern Nevada
702.877.9622

Shannon West
Parks and Community Services
Assistant Director
Clark County
702.455.8200

Dr. Barbara Jackson
Director of Leisure Services
City of Las Vegas
702.229.6588

Leah Stromberg
Neighborhood Justice Center Manager
Clark County
702.455.3642

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CITY CLERK

2006 OCT -5 P 2:04

City of Las Vegas Board, Commission, or Committee Interest Form

Name: MELINDA VERRENHome Street Address: 7021 BOCAIRE DRIVECity: LAS VEGAS ZIP Code: 89131

Work Street Address: _____

City: _____ ZIP Code: _____

Employer: N/A Occupation: ParalegalHome Phone Number: 256-9455 Work Phone Number: _____Other Phone Number: 343-4496 Email Address: MelindaVerren@aol.com

Please list the boards, commissions, or committees that you are interested in
serving on:

CITIZEN REVIEW BOARDCOMMUNITY DEVELOPMENT RECOMMENDING BOARDCITIZENS PRIORITY ADVISORY COMMITTEEBoard of Civil Service TrusteesANIMAL ADVISORY COMMITTEE

Page 1 of 2

For office use only

CLV ☒ Y ☐ NWard 6Date 10.5.2006

Please list any boards, commissions, or committees that you serve on, or have served on in the past (Use additional pages, if necessary):

NONE

Please discuss your qualifications to serve on any boards, commissions, or committees (Use additional pages, if necessary):

I AM A LAS VEGAS RESIDENT WHO IS DEDICATED TO THE
DEVELOPMENT OF THE CITY. I AM AN HONEST AND
TRUSTWORTHY CITIZEN WHO WOULD LOVE TO SERVE AS
A BOARD OR COMMITTEE MEMBER. PLEASE SEE MY
RESUME FOR FURTHER QUALIFICATIONS.

Please list any of your relatives or friends that work for the entity in which you would be serving:

NONE

Feel free to attach a resume to this form. Upon submitting this form, all information will be considered public information. This form will be kept on file for 6 months from date of submittal. It is the applicant's responsibility to submit a new form after that time. This form does not constitute an application for employment. Please do not to submit this form electronically. It should be printed, completed and mailed along with a letter and resume.

Please submit to: City Clerk
City of Las Vegas
400 Stewart Avenue
Las Vegas, NV 89101

Fax: (702) 382-4803

*You may be required to be resident of the City of Las Vegas to serve certain boards, committees, or commissions.

MELINDA A. VEREEN
7021 Boaire Drive
Las Vegas, NV 89131
(702) 343-4496 or (702) 256-9455

SUMMARY OF QUALIFICATIONS

Experience: 15+ year's paralegal experience.
Skilled in litigation preparation.
Knowledge of Arbitration Rules.
Proficient in discovery procedures.
Knowledge of court filing procedures.
Excellent organizational skills.
Excellent verbal and written communication skills.
Excellent settlement negotiation skills.

Education: **University of Phoenix, Las Vegas, NV**
Currently pursuing a Bachelors of Science Degree
in Business Law/Public Administration with 72 credits

Aristone's Business School, Maple Shade, NJ
Paralegal Certification

SPECIAL TRAINING: Medical Records Management for Nevada Paralegals
Community Association Law of Paralegals

EMPLOYMENT HIGHLIGHTS

Oct 2004 **Paralegal/Legal Administration**
March 2006 The Law Office of Bruce D. Schupp, Las Vegas, NV
Managing the Litigation Department. Handling all litigation cases from the Summons and Complaint to settlement or trial. Preparing motions, briefs and discovery. Responsible for keeping accurate calendars, scheduling depositions and court Reporters. Preparing disbursement of funds; contacting health care providers for balances, maintaining medical records and billing statements. Meeting with clients. Conversant of all phases of each case's status.

June 2003 Oct 2004	Legal Assistant/Paralegal Cobeaga Tomlinson, Las Vegas, NV Personal Injury and Medical Malpractice Legal Assistant for two attorneys.
Oct 1999 June 2003	Legal Office Assistant II Clark County Justice Court, Las Vegas, NV Provided court dates, case numbers, inmate numbers, charges, department numbers and any information pertaining to the incarceration of an individual, judges and attorneys. Implemented and designed an excel program for the Pretrial Services Department. Provided information to the public, which required the application of court policies, rules and procedures for the Traffic Court Department.
Sept 1998 Oct 1999	Legal Secretary/Office Manager Skinner, Sutton, Watson & Rounds, Las Vegas, NV Legal Secretary to Personal Injury and Insurance Defense Attorney.
June 1988 Sept 1998	Paralegal Attorney General's Office, Trenton, NJ Personal Injury Paralegal in the Tort Litigation Department for four attorneys

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 18, 2006

DEPARTMENT: CITY CLERK**DIRECTOR: BARBARA JO RONEMUS**☐ Consent ☒ Discussion**SUBJECT:****BOARDS & COMMISSIONS:**

ABEYANCE ITEM - PARK & RECREATION ADVISORY COMMISSION – Marjean Shea,
Term Expiration 12-11-2008 (Resigned 8-8-2006)

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

The term of office for Marjean Shea will expire December 11, 2008. There is no City residency requirement, terms are for three years, there is no limit to the number of terms that may be served, and unexpired terms must be filled. Ms. Shea has resigned from the board, and a replacement will need to be appointed. Procedure for this Board requires appointment by the City Council. This item was abeyed at the City Council Meeting of October 4, 2006.

RECOMMENDATION:

Options are: Appoint a new member to fill Ms. Shea's unexpired term

BACKUP DOCUMENTATION:

1. Current Listing and Authority
2. Memo, Dr. Barbara Jackson
3. Resignation Email, Marjean Shea
4. Board Interest Forms, Shaun Schoener and Asha Jones

Motion made by GARY REESE to Approve to Appoint ASHA JONES (Brown's recommendation), 3540 N. Hualapai Way #2040, Las Vegas, Nevada 89129

Passed For: 7; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 0

LOIS TARKANIAN, LAWRENCE WEEKLY, LARRY BROWN, OSCAR B. GOODMAN,
GARY REESE, STEVE WOLFSON, STEVEN D. ROSS; (Against-None); (Abstain-None);
(Did Not Vote-None); (Excused-None)

Minutes:

COUNCILMAN REESE stated that he had not yet found someone to appoint; therefore, he deferred to COUNCILMAN BROWN for a recommendation. COUNCILMAN BROWN recommended the appointment of ASHA JONES, whom COUNCILMAN WEEKLY also endorsed. They both stated that she is very active in the community.

PARK & RECREATION ADVISORY COMMISSION

<u>MEMBERS</u>	<u>ADDRESS</u>	<u>ZIP CODE</u>	<u>ORIGINAL APPT.</u>	<u>TERM EXPIRES</u>
1. LOWENSTEIN, JOHN (Goodman's recommendation) (Replaces Father Dave Casaleggio)	7017 Via Locanda Avenue (Ward 6)	89131	1-18-2006 (Effective 2-5-2006)	2-5-2009
2. HANUSA, HEIDI (Ross's recommendation)	9412 Jewel Lake Avenue (Ward 6)	89166	12-7-2005	12-7-2008
3. AKER, MICHAEL R., SR. (Brown's recommendation)	172 Marion Drive (Ward 3)	89110	10-4-2006 (Effective 12-12-2003)	12-12-2006
4. KENNEDY, PAULINE (Tarkanian's recommendation) (Fills Unexpired Term of Brian Sitter, Resigned 8-10-2006)	3108 Roseville Way (Ward 1)	89102	9-20-2006	1-8-2009
5. HEENAN, LETIA (LEE) M. (Goodman's recommendation)	4527 Alpine Place (Ward 1)	89107	9-1974 (Reappt 12-15-1997) (Reappt 1-03-2001) (Reappt. 1-7-2004)	1-7-2007
6. ROMEO, DONALD MD. (Brown's recommendation)	Hm: 4821 Black Bear Road Condominium No. 101 (Ward 6)	89149	1-1977 (Reappt 11-06-1996) (Reappt 10-20-1999) (Reappt 10-16-2002) (Reappt 11-02-2005)	11-18-2008
7. BLACKBURN, BRENT (Reese's recommendation)	1205 James Street (Ward 3)	89101	10-18-2000 (Reappt 12-05-2001) (Reappt 1-05-2005)	1-06-2008
8. CORBETT, STAVAN R. (Brown's recommendation)	412 Anchor Street	89110	11-2-2005	11-02-2008
9. SHEA, MARJEAN (Reese's recommendation) (Resigned 8-8-2006)	7056 Hillcroft Way (County)	89147	11-06-1996 (Effective 12-11-1996) (Reappt 12-01-1999) (Reappt 11-20-2002) (Reappt 12-7-2005)	12-11-2008
10. WHITE, MALCOLM D. (L. McDonald's recommendation)	8504 Copper Falls Avenue (Ward 4)	89129	11-07-2001 (Reapp. 4-7-2004)	4-07-2007
11. SHERMAN, LISA B. (Reese's recommendation) (Formerly Lisa Cavaretta)	P. O. Box 80104 (Mailing) (Ward 2) (3077 Yankee Clipper Dr., 89117, Home)	89180	4-01-1992 (Reappt 4-05-1995) (Reappt 3-23-1998) (Reappt 3-07-2001) (Reappt 3-17-2004)	4-01-2007

12.	FOGER, CHARLES (Weekly's recommendation)	1121 Tumbleweed Avenue (Ward 5)	89106	11-06-2002 3-24-2009 (Reappt. 2-19-2003) (Reappt. 3-1-2006)
13.	McGRATH, TOM (Tarkanian's recommendation)	1413 Vista Drive (Ward 1)	89102	3-1-2006 3-1-2009
14.	HAUPT, ERNIE (Reese's recommendations)	1434 Cottonwood Place (Ward 3)	89101	12-07-1998 3-24-2009 (Reappt. 3-01-2000) (Reappt. 3-05-2003) (Reappt. 3-1-2006)
15.	McCURDY, WILLIAM (Goodman's recommendation)	1117 Hart Avenue (Ward 5)	89106	12-05-2001 2-20-2009 (Reappt. 1-22-2003) (Reappt. 1-18-2006)

ON APRIL 12, 2000 MEMBER JEANNE A. ROBERTS, WAS NAMED "MEMBER EMERITUS" BY THE PARK AND RECREATION ADVISORY BOARD FOR HER LONG SERVICE TO THIS BOARD.

NOTE: On 1-8-1992 the Council adopted Bill 91-1977, which terminated the Golf Board and added the functions previously handled by the Golf Board as functions of the Park & Recreation Board.

AUTHORITY: LVMC 2.42. Amended by Bill 2001-70, Ordinance 5346, adopted 8-1-2001.

MEMBERS: 15 members appointed by the City Council. (Increased from 11 to 15 on 2-6-1991, Bill 91-2)

TERM: 3 years (no limit to number of terms)
(Must fill unexpired terms)

NOTES: **No City residency requirement.**

NO FINANCIAL DISCLOSURE REQUIREMENT per Bill 2001-70, Ordinance 5346, adopted 8-1-2001.

MEETS: Meets 2nd Wednesday of each month, 5:00 P.M., 749 Veterans Memorial Drive, Conference Room

Memorandum

City of Las Vegas
Department of
Leisure Services

To: Barbara Jo Ronemus, City Clerk
From: Barbara P. Jackson, Director 
Cc: Mary Klaholz
Date: October 4, 2006
Re: Vacancy on Parks and Recreation Advisory Commission

There is a change on the Parks and Recreation Advisory Commission. This is a request to fill a vacancy on the Board and to advise you for financial disclosure purposes for City and State.

Heidi Hanusa has resigned as a member of the Board. Please find attached an email of her resignation dated September 29, 2006. Ms. Hanusa's term will not expire until December 7, 2008.

If you have further questions, please call Mary Klaholz at extension 6588.

Thank you.

BPJ:mdk

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CITY CLERK

2006 OCT -6 A 10:38

Mary Klaholz

From: MnEvegas@aol.com
Sent: Tuesday, August 08, 2006 2:12 PM
To: mklaholz@lasvegasnevada.gov
Cc: janj@harrahs.com
Subject: Resignation - Marjean Shea 8-8-06

City of Las Vegas
Dr. Barbara Jackson, Director
Parks & Recreation Advisory Commission

I am writing this letter with a very sad heart. I regret that I have to resign my position on "The Board" due to my illness. It has been a fun and wonderful experience for the last 10 years.

I still hope that if I am having a good day, I can drop in on one of your meetings.

Most Sincerely,
Marjean Shea

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2006 AUG 14 A 10:49

8/10/2006



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CITY CLERK

2006 JUL -6 P 4: 27

City of Las Vegas Board, Commission, or Committee Interest Form

Name: Sharon Schoenen

Home Street Address: 1704 OAK Country Ln

City: Las Vegas ZIP Code: 89144

Work Street Address: 2720 N. Tenaya Way

City: Las Vegas ZIP Code: 89128

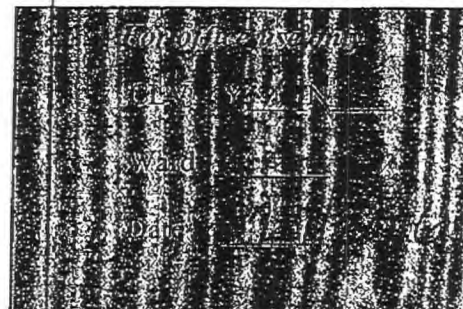
Employer: Sierra Health Services Occupation: Provision Network Analyst

Home Phone Number: (702) 413-1699 Work Phone Number: (702) 242-7042

Other Phone Number: (702) 205-5942 Email Address: —

Please list the boards, commissions, or committees that you are interested in serving on:

Any Comm Development
Civil Service
YNAPP
Park & Rec.



Please list any boards, commissions, or committees that you serve on, or have served on in the past (Use additional pages, if necessary):

N/A

Please discuss your qualifications to serve on any boards, commissions, or committees (Use additional pages, if necessary):

Former Neighborhood Liaison to Commissioner Reid. BA in Political Science and MA in Public Administration. Very interested in local government.

Please list any of your relatives or friends that work for the entity in which you would be serving:

N/A

Feel free to attach a resume to this form. Upon submitting this form, all information will be considered public information. This form will be kept on file for 6 months from date of submittal. It is the applicant's responsibility to submit a new form after that time. This form does not constitute an application for employment. Please do not to submit this form electronically. It should be printed, completed and mailed along with a letter and resume.

Please submit to: City Clerk
City of Las Vegas
400 Stewart Avenue
Las Vegas, NV 89101

Fax: (702) 382-4803

*You may be required to be resident of the City of Las Vegas to serve certain boards, committees, or commissions.



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CITY CLERK

2006 OCT -5 P 3:18

City of Las Vegas Board, Commission, or Committee Interest Form

Name: Asha Jones

Home Street Address: 3540 N. Hualapai Way #2040

City: Las Vegas ZIP Code: 89129

Work Street Address: 2340 Paseo del Prado #0106

City: Las Vegas ZIP Code: 89102

Employer: U.S. House of Reps Occupation: District Representative

Home Phone Number: 259-9745 Work Phone Number: 220-9823

Other Phone Number: 813-0851 Email Address: ashajones@hotmail.com

Please list the boards, commissions, or committees that you are interested in
serving on:

Las Vegas Parks and Recreation Advisory Board

For office use only	
CLV	Y ☒ N ☐
Ward	<u>4</u>
Date	<u>10-5-2006</u>

Please list any boards, commissions, or committees that you serve on, or have served on in the past (Use additional pages, if necessary):

See attached

Please discuss your qualifications to serve on any boards, commissions, or committees (Use additional pages, if necessary):

See attached

Please list any of your relatives or friends that work for the entity in which you would be serving:

Feel free to attach a resume to this form. Upon submitting this form, all information will be considered public information. This form will be kept on file for 6 months from date of submittal. It is the applicant's responsibility to submit a new form after that time. This form does not constitute an application for employment. Please do not submit this form electronically. It should be printed, completed and mailed along with a letter and resume.

Please submit to: **City Clerk
City of Las Vegas
400 Stewart Avenue
Las Vegas, NV 89101**

Fax: (702) 382-4803

**You may be required to be resident of the City of Las Vegas to serve certain boards, committees, or commissions.*

Please list any boards, commission, or committees that you serve on, or have served on in the past:

Caucus of African American Nevadans (CAAN) Executive Board Member
10/06 – present

United Way Self Sufficiency Council
03/06 – present

United Way Accreditation Committee
2006 Selection

Las Vegas Clark County Urban League Young Professionals – Executive Board Member
8/06 to present

Please discuss your qualification to serve on any boards, commissions, or committees:

As a long term resident of Las Vegas I am committed to seeing our community grow and prosper. I understand the changes Las Vegas has seen and those we are expected to experience. A member of the Parks and Recreation Advisory Board should be knowledgeable of the city's growth and see the need for thoughtful park planning and development. I understand both of those. As a parent I also see the need to ensure that our parks are safe for citizens to visit. I have spent a lot of my personal time working with children and young adults through various organizations and churches and I recognize the need for after school activities for the youth of our valley. As a member of the Las Vegas Parks and Recreation Advisory Board I would remain committed to healthy growth and safe recreation areas across Las Vegas.

ASHA JONES 3540 N. Hualapai #2040 Las Vegas, NV 89129 702-813-0851
ashajones@hotmail.com

PROFESSIONAL SKILLS

Analytical Skills

- Analyzed information taken from focus groups to develop detailed reports for elected officials and community leaders.

Strategic Planning

- Created and implemented strategies for community relations.
- Organized community focus groups
- Organized and carried out community events for various elected officials

Communication Skills

- Developed relationships with key community leaders to maintain goodwill among targeted demographic groups
- Required to address the needs of people ranging from the indigent to corporate executives

PROFESSIONAL HISTORY

2004 – Current District Representative, Congresswoman Shelley Berkley

- Casework for several government agencies including: Department of Justice, Department of Labor; local Law Enforcement, Bureau of Prisons
- Special population outreach: African Americans, Clark County School District and University of Nevada Las Vegas
- Community Organizing
- Event Planning

2000 – 2004 Community Outreach Coordinator, Berkley for Congress

- Created and maintained database of volunteers, community organizations and leaders for outreach efforts and community building.
- Maintained and tracked FEC reports for campaign efforts.
- Facilitated development and management of community outreach plan.
- Formulated policies for volunteer coordinators to effectively recruit and train new campaign volunteers.

EDUCATION

- University of Nevada Las Vegas
Bachelor of Arts in Political Science

COMPUTER SKILLS

- Microsoft Office Suite; Word, Excel, InfoPath, Publisher, Power Point, Access, Corel and Netscape Navigator

PUBLIC SERVICE

- Executive Board Member – Caucus of African American Nevadans (CAAN)
- Advisory Board Member – Desert Diamonds Magazine
- Member - United Way Self Sufficiency Council /Accreditation Committee

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 18, 2006

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC

☐ Consent ☒ Discussion

SUBJECT:

RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT THIS MEETING:

Bill No. 2006-55 – Annexation No. ANX-15018 – Property location: On the northwest corner of Craig Road and Tenaya Way; Petitioned by: Clayton Family Trust; Acreage: 1.39 acres; Zoned: R-E (County zoning), R-E (City equivalent). Sponsored by: Councilman Larry Brown

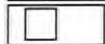
Fiscal Impact



No Impact



Augmentation Required



Budget Funds Available

Dept./Division:

Amount:

Funding Source:

PURPOSE/BACKGROUND:

The proposed ordinance annexes certain real property generally located on the northwest corner of Craig Road and Tenaya Way. The annexation is at the request of the property owner. The annexation process has now been completed in accordance with the NRS and the final date of annexation (October 26, 2006) is set by this ordinance.

RECOMMENDATION:

ADOPTION at 10/18/2006 City Council meeting pursuant to the 10/3/2006 Recommending Committee.

First Reading – 9/20/2006; First Publication – 10/6/2006

BACKUP DOCUMENTATION:

1. Bill No. 2006-55
2. Location Map

Motion made by LOIS TARKANIAN to Approve

Passed For: 7; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 0

LOIS TARKANIAN, LAWRENCE WEEKLY, LARRY BROWN, OSCAR B. GOODMAN, GARY REESE, STEVE WOLFSON, STEVEN D. ROSS; (Against-None); (Abstain-None); (Did Not Vote-None); (Excused-None)

Minutes:

Second Reading and bill adopted as recommended as Ordinance No. 5862. Clerk to proceed with second publication.

CITY COUNCIL MEETING OF: OCTOBER 18, 2006

COUNCILMAN BROWN stated that some infill petitions for annexations are requested to list the potential use, which was not included as part of the backup documentation. Therefore, he requested the applicant receive a letter from the City that approval of this annexation does not entitle he/she to any commercial designation.



1
2
3
4
5
6
7
8 **BILL NO. 2006-55**

9 **ORDINANCE NO. _____**

10 AN ORDINANCE TO EXTEND THE BOUNDARIES OF THE CITY, TO
11 PARTICULARLY DESCRIBE THE LAND TO BE ANNEXED, TO MAKE ITS
12 INHABITANTS SUBJECT TO THE LAWS, OBLIGATIONS AND BENEFITS OF THE
CITY, AND TO PROVIDE FOR OTHER RELATED MATTERS. (ANX-15018)

13 Sponsored by: Councilman Larry Brown Summary: Annexes property described
14 generally as located on the northwest corner
of Craig Road and Tenaya Way.

15 THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY
16 ORDAIN AS FOLLOWS:

17 SECTION 1: The corporate limits of the City of Las Vegas, Nevada, are
18 hereby extended to annex, include, and make a part of the City of Las Vegas, Nevada, the
19 following described real property:

20 That portion of the East Half (E 1/2) of the Southeast Quarter (SE 1/4) of the
21 Northwest Quarter (NW 1/4) of Section 3, Township 20 South, Range 60
22 East, M.D.M., in the County of Clark, State of Nevada, being LOT 2 as
23 shown on Parcel Map in File 105, Page 42 of Clark County, Nevada Records,
together with the adjacent half street right of way of Craig Road (50.00 feet
wide as measured from centerline thereof) and a portion of the adjacent half
street right of way of TENAYA WAY (30.00 feet wide as measured from
centerline thereof) described as follows:

24 BEGINNING at the center quarter corner of said Section 3 said corner also
25 being the centerline intersection of CRAIG ROAD and TENAYA WAY;
26 thence along the south line of the Northwest Quarter (NW 1/4) of said
Section 3 and the centerline of said CRAIG ROAD, North 89°01'48" West
27 203.67 feet; thence departing said south line, North 00°58'12" East 50.00 feet
to the north line of said CRAIG ROAD at the southwest corner of said LOT
28 2; thence along the west line of said LOT 2, North 00°58'12" East 246.83
feet to the northwest corner of said LOT 2; thence along the north line of

1 said LOT 2, South 89°01'48" East 189.35 feet to the northeast corner of said
2 LOT 2; thence continuing South 89°01'48" East 16.29 feet to the east line of
3 the Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4) of said
Section 3; thence along said east line, South 01°21'06" West 296.84 feet to
the POINT OF BEGINNING.

4 BASIS OF BEARINGS: North 89°01'48" West, being the south line of the
5 Northwest Quarter (NW 1/4) of Section 3, Township 20 South, Range 60
6 East, M.D.M., as shown on Parcel Map in File 105, Page 42 of Clark County,
Nevada Records.

7 Prepared by:
8 Brian Yu PLS
9 Public Works, City of Las Vegas,
731 S. Fourth Street,
Las Vegas, NV 89101

10 SECTION 2: The City Council hereby determines that the described territory
11 meets the requirements provided by law for annexation to the City for the following reasons:

- 12 A. The area to be annexed was contiguous to the City's boundaries at the
13 time the annexation proceedings were instituted;
- 14 B. More than one-eighth (1/8) of the aggregate external boundaries of
15 the area are contiguous to the City;
- 16 C. The territory proposed to be annexed is not included within the
17 boundaries of another incorporated city or within the boundaries of
18 any unincorporated town as those boundaries existed as of July 1,
19 1983;
- 20 D. The City is eligible to annex the described territory since the
21 landowners have signed a petition constituting one hundred percent
22 (100%) of the owners of record of individual lots or parcels of land
23 within the annexation area.

24 SECTION 3: The City will provide police protection through the Las Vegas
25 Metropolitan Police Department, fire protection, street maintenance, and library services
26 immediately upon annexation. Garbage collection by the company franchised by the City
27 will also be provided immediately. The City sanitary sewer system will serve the proposed
28 annexation area. Any connection to or extension of this sewer line to serve the annexation

1 area shall be at the expense of the landowners. Other services, such as participation in the
2 City's recreational programs, special education classes and programs, public works planning,
3 building inspections, and other City services will also be available immediately. Utilities
4 such as gas, electricity, telephone, and water are provided by private utility companies and
5 other services to the area will not be affected by annexation. Street paving, curbs and gutters,
6 sidewalks and street lights which are not in place at the time of annexation will be installed
7 in the presently developed areas upon the request of the property owners and at their expense
8 by means of special assessment districts. Such improvements will be extended into the
9 undeveloped areas as development takes place and the need therefor arises, and will be
10 located according to the needs of the area at that time. Such installations will also be made
11 at the expense of the property owners, either by means of special assessment districts or as
12 prerequisites to the approval of subdivision plats, building permits or other land use or
13 development applications.

14 SECTION 4: The annexation of the described territory shall become
15 effective on the 26th day of October, 2006, and on that date the City will have the funds
16 appropriated in sufficient amount to finance the extension into the described territory of
17 police protection, fire protection, street maintenance, street sweeping, and street lighting
18 maintenance.

19 SECTION 5: The described territory, together with the inhabitants and
20 property thereof, shall, from and after the 26th day of October, 2006, be subject to all debts,
21 laws, ordinances and regulations in force in the City and shall be entitled to the same
22 privileges and benefits as other parts of the City, and shall be subject to municipal taxes
23 levied by the City.

24 SECTION 6: The City Engineer is hereby instructed to cause to be prepared
25 an accurate map or plat of the described territory and to record the map or plat, together with
26 a certified copy of this ordinance, in the office of the County Recorder of Clark County,
27 Nevada, which recording shall be done prior to the 26th day of October, 2006.

28 SECTION 7: The described territory, which previously has been zoned R-E

1 (County of Clark classification), is hereby classified as R-E (City of Las Vegas
2 classification), which is deemed to be the City equivalent of the County classification.

3 SECTION 8: If any section, subsection, subdivision, paragraph, sentence,
4 clause of phrase in this ordinance or any part thereof, is for any reason held to be
5 unconstitutional, or invalid or ineffective by any court of competent jurisdiction, such
6 decision shall not affect the validity or effectiveness of the remaining portions of this
7 ordinance or any part thereof. The City Council of the City of Las Vegas hereby declares that
8 it would have passed each section, subsection, subdivision, paragraph, sentence, clause or
9 phrase thereof irrespective of the fact that any one or more sections, subsections,
10 subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid
11 or ineffective.

12 SECTION 9: All ordinances or parts of ordinances, sections, subsections,
13 phrases, sentences, clauses or paragraphs contained in the Municipal Code of the City of Las
14 Vegas, Nevada, 1983 Edition, in conflict herewith are hereby repealed.

15 PASSED, ADOPTED and APPROVED this ____ day of _____,
16 2006.

17 APPROVED:

18
19 By OSCAR B. GOODMAN, Mayor

20 ATTEST:

21
22 BARBARA JO RONEMUS, City Clerk

23 APPROVED AS TO FORM:

24 _____
25 Date
26
27
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1 The above and foregoing ordinance was first proposed and read by title to the Council on the
2 ____ day of ____, 2006, and referred to the following committee
3 composed of ____ and ____ for recommendation;
4 thereafter the said committee reported favorably on said ordinance on the ____ day of
5 ____, 2006, which was a ____ meeting of said Council; that
6 at said ____ meeting, the proposed ordinance was read by title to the City
7 Council as first introduced and adopted by the following vote:

8 VOTING "AYE": _____

9 VOTING "NAY": _____

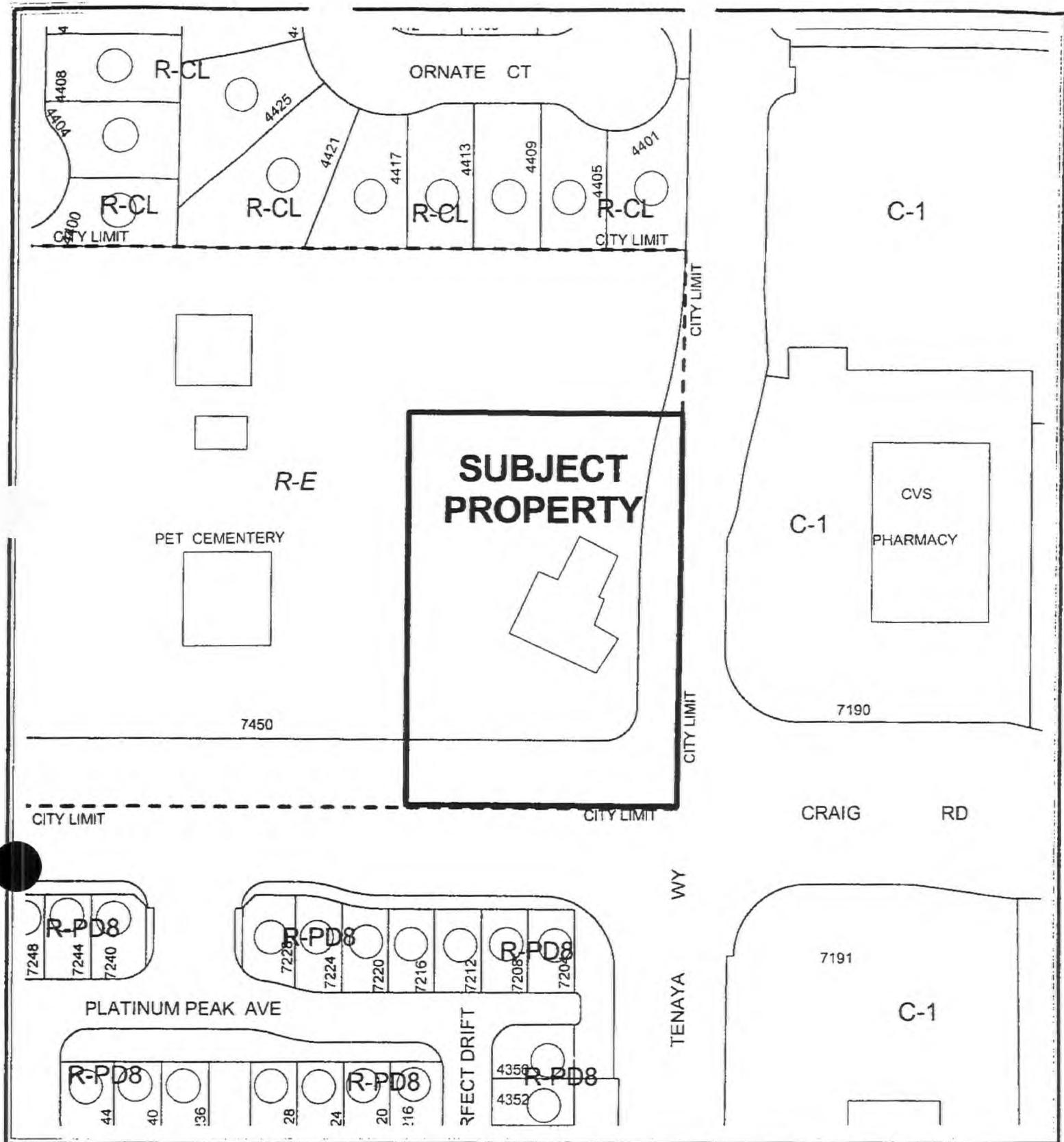
10 ABSENT: _____

11 APPROVED:

12
13 By _____
14 OSCAR B. GOODMAN, Mayor

15 ATTEST:

16 _____
17 BARBARA JO RONEMUS, City Clerk
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CASE: ANX-15018

0 60 120 Feet



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 18, 2006

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC

☐ Consent ☒ Discussion

SUBJECT:

RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT THIS MEETING:

Bill No. 2006-57 – Amends Ordinance No. 5834, relating to the annexation of property, to correct the legal description contained therein (General Location - the southwest corner of Charleston Boulevard and Lindell Road). Proposed by: M. Margo Wheeler, Director of Planning and Development

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Dept./Division:

Amount:

Funding Source:

PURPOSE/BACKGROUND:

The City Council recently adopted an ordinance for the purpose of annexing property generally located at the southwest corner of Charleston Boulevard and Lindell Road. It has been determined that the legal description of the property, as listed in the ordinance, was incomplete. This bill will include the complete legal description.

RECOMMENDATION:

ADOPTION at 10/18/2006 City Council meeting pursuant to the 10/17/2006 Recommending Committee.

First Reading – 10/4/2006; First Publication – 10/7/2006

BACKUP DOCUMENTATION:

Bill No. 2006-57

Motion made by LOIS TARKANIAN to Approve

Passed For: 7; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 0

LOIS TARKANIAN, LAWRENCE WEEKLY, LARRY BROWN, OSCAR B. GOODMAN,
GARY REESE, STEVE WOLFSON, STEVEN D. ROSS; (Against-None); (Abstain-None);
(Did Not Vote-None); (Excused-None)

Minutes:

Second Reading and bill adopted as recommended as Ordinance No. 5863. Clerk to proceed with second publication.

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8 **BILL NO. 2006-57**

9 **ORDINANCE NO. _____**

10 AN ORDINANCE TO AMEND ORDINANCE NO. 5834 (REGARDING THE
11 EXTENSION OF THE CORPORATE LIMITS OF THE CITY) TO CORRECT THE
12 LEGAL DESCRIPTION OF THE ANNEXED TERRITORY, AND TO PROVIDE FOR
OTHER RELATED MATTERS. (PERTAINING TO ANNEXATION ANX-11906)

13 Proposed by: M. Margo Wheeler, Director
of Planning and Development

Summary: Amends Ordinance No. 5834,
relating to the annexation of property, to
correct the legal description contained
therein (General Location - the southwest
corner of Charleston Boulevard and Lindell
Road).

14
15
16 THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY
17 ORDAIN AS FOLLOWS:

18 SECTION 1: Ordinance No. 5834 of the City of Las Vegas is hereby
19 amended by amending Section 1 thereof to read as follows, with the underlining indicating
20 added language:

21 **SECTION 1: The corporate limits of the City of Las Vegas, Nevada, are**
22 **hereby extended to annex, include, and make a part of the City of Las**
23 **Vegas, Nevada, the following described real property:**

24 **Government Lot 5 and the north 33 feet of Government**
25 **Lot 20 in Section 1, Township 21 South, Range 60 East,**
26 **M.D.M., in the County of Clark, State of Nevada, as**
shown on Record of Survey in File 45, Page 23 of Clark
County, Nevada Records.

27 SECTION 2: The amendment represented in Section 1 of this Ordinance is
28 intended to correct an error. Therefore, it is the intent of the City Council that, to the extent

legally permissible, the amendment be effective as of the 30th day of June, 2006—the effective date of Ordinance No. 5834, and it is so declared. If it is subsequently determined that it is not legally permissible to make the amendment effective as of the 30th day of June, 2006, it shall be effective as of the date this Ordinance is recorded.

SECTION 3: If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

SECTION 4: All ordinances or parts of ordinances or sections, subsections, phrases, sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, in conflict herewith are hereby repealed.

PASSED, ADOPTED and APPROVED this _____ day of _____,
2006.

APPROVED:

By OSCAR B. GOODMAN, Mayor

ATTEST:

BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:

Date _____

1 The above and foregoing ordinance was first proposed and read by title to the City Council
2 on the ____ day of _____, 2006, and referred to the following committee
3 composed of _____ and _____ for
4 recommendation; thereafter the said committee reported favorably on said ordinance on the
5 ____ day of _____, 2006, which was a _____ meeting of
6 said Council; that at said _____ meeting, the proposed ordinance was
7 read by title to the City Council as first introduced and adopted by the following vote:

8 VOTING "AYE": _____

9 VOTING "NAY": _____

10 ABSENT: _____

11

12

APPROVED:

13

14

By _____
OSCAR B. GOODMAN, Mayor

15 ATTEST:

16

17 BARBARA JO RONEMUS, City Clerk

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AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 18, 2006

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC

☐ Consent ☒ Discussion

SUBJECT:

RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT THIS MEETING:

Bill No. 2006-58 – Updates and strengthens Municipal Code provisions so as to better discourage, detect and punish those who would drive under the influence of alcohol, controlled substances, chemicals, organic solvents, compounds or any combination of these. Sponsored by: Councilman Steve Wolfson

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Dept./Division:

Amount:

Funding Source:

PURPOSE/BACKGROUND:

It has been determined that the Municipal Code provisions relating to driving under the influence of alcohol, controlled substances, chemicals, organic solvents, compounds, etc., are in need of updating. This bill will accomplish that objective, and is intended to better discourage, detect and punish those who would drive under the influence of these substances.

RECOMMENDATION:

ADOPTION at 10/18/2006 City Council meeting pursuant to the 10/17/2006 Recommending Committee.

First Reading – 10/4/2006; First Publication – 10/7/2006

BACKUP DOCUMENTATION:

1. Bill No. 2006-58
2. Business Impact Statement

Motion made by STEVE WOLFSON to Approve

Passed For: 7; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 0

LOIS TARKANIAN, LAWRENCE WEEKLY, LARRY BROWN, OSCAR B. GOODMAN,
GARY REESE, STEVE WOLFSON, STEVEN D. ROSS; (Against-None); (Abstain-None);
(Did Not Vote-None); (Excused-None)

Minutes:

Second Reading and bill adopted as recommended as Ordinance No. 5864. Clerk to proceed with second publication.

CITY COUNCIL MEETING OF: OCTOBER 18, 2006

COUNCILMAN WOLFSON thanked ASSISTANT CITY ATTORNEY BEN LITTLE of the Criminal Division, the Municipal Court Judges and members of the local defense bar for their input and support of this bill.

At the request of COUNCILMAN WOLFSON, MIKE MURPHY, Detention and Enforcement, briefly described the Coroner's Program that offenders will have to undergo as part of this bill. The Coroner's Program has been so instrumental in dealing with youth that it is now going to be used for adults as well. The participants are blindfolded and taken on a tour of the morgue, which is a very compelling deterrent for DUI offenders.

COUNCILMAN WOLFSON noted that, given the number of deaths reported in the news almost daily that are associated with DUI, he felt the Coroner's Program would help save lives.

Regarding a potential amendment to increase the fine from \$300 to \$500, as suggested by the Recommending Committee, COUNCILMAN WOLFSON expressed his appreciation of the intent. Nevertheless, he indicated that he would prefer to keep the fine at \$300, because this involves a newly created infraction in the City for a lesser offense than the traditional drunk driving offense. ASSISTANT CITY ATTORNEY LITTLE stated that the offense exists; this bill simply creates a quasi mandatory minimum penalty of \$300, unless a judge finds grounds not to impose it. This minimum fee does not include other fees and assessments. He affirmed for COUNCILMAN WOLFSON that a DUI involves a situation where the driver definitely has been determined to be impaired. COUNCILMAN WOLFSON reiterated that the fine should not be higher than for a traditional DUI offense. COUNCILMAN ROSS stated that his suggestion to increase the minimum fine was an expression of his support to get a clear message to the community that the City considers public safety one of its highest priorities.

1 **BILL NO. 2006-58**

2 **ORDINANCE NO. _____**

3 AN ORDINANCE TO REPEAL AND REPLACE CHAPTER 11.14 OF THE MUNICIPAL CODE
4 RELATING TO DRIVING UNDER THE INFLUENCE OF ALCOHOL, CONTROLLED
5 SUBSTANCES, CHEMICALS, POISONS, ORGANIC SOLVENTS OR COMPOUNDS;
6 PROVIDING FOR PENALTIES AND ENHANCEMENTS; PROVIDING FOR RELATED
7 OFFENSES TO DISCOURAGE DRIVING UNDER THE INFLUENCE OF ALCOHOL,
8 CONTROLLED SUBSTANCES, CHEMICALS, POISONS, ORGANIC SOLVENTS OR
9 COMPOUNDS; AND TO PROVIDE FOR OTHER RELATED MATTERS.

10 Sponsored by: Councilman Steve Wolfson

Summary: Updates and strengthens Municipal
Code provisions so as to better discourage,
detect and punish those who would drive under
the influence of alcohol, controlled substances,
chemicals, organic solvents, compounds or any
combination of these.

11 THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN
12 AS FOLLOWS:

13 SECTION 1: Title 11, Chapter 14, of the Municipal Code of the City of Las Vegas,
14 Nevada, 1983 Edition, is hereby repealed in its entirety.

15 SECTION 2: Title 11 of the Municipal Code of the City of Las Vegas, Nevada, 1983
16 Edition, is hereby amended by adding thereto a new chapter, designated as Chapter 14, consisting of
17 Sections 10 to 80, inclusive, reading as follows:

18 **11.14.010:** It is the purpose of this Chapter to:

19 (A) Serve the City's strong public policy against driving while under the influence
20 of alcohol, controlled substances, chemicals, organic solvents, compounds or any combination of
21 these;

22 (B) Better detect, discourage, prosecute and punish those who would unreasonably
23 risk driving while under the influence of alcohol, controlled substances, chemicals, organic solvents,
24 compounds or any combination of these;

25 (C) Minimize the number of victims of those who would jeopardize the safety of
26 themselves, others and their property by undertaking an unreasonable risk of driving while under the
27 influence of alcohol, controlled substances, chemicals, organic solvents, compounds or any
28 combination of these;

1 (D) Avoid conflict with the Nevada Revised Statutes and the Constitutions of the
2 United States of America and the State of Nevada. To this end, nothing herein is to be interpreted to
3 either authorize, license or require what is forbidden in the Nevada Revised Statutes, the Constitution
4 of the United States of America or the Constitution of the State of Nevada, or to forbid what has been
5 expressly licensed, authorized or required therein; and

6 (E) Make violations of this Chapter a misdemeanor, unless greater punishment is
7 otherwise provided by law.

8 **11.14.020:** Except as defined in this Section or in NRS Chapters 453 and 484, all words, terms or
9 phrases used in this Chapter are to have their common meaning:

10 “Actual physical control” with respect to a vehicle means having existing or present bodily
11 restraint, directing influence, domination, or regulation of the vehicle as evidenced by available
12 inferences and presumptions and the totality of the circumstances, including but not limited to:

- 13 (1) Where and in what position the person is found in the vehicle;
- 14 (2) Whether the vehicle’s engine is running or not;
- 15 (3) Whether the person is awake or asleep;
- 16 (4) If the person is apprehended at night, whether the vehicle’s lights are on;
- 17 (5) The location of the vehicle's keys;
- 18 (6) Whether the person was trying to move the vehicle or has moved the vehicle;
- 19 (7) Whether the property on which the vehicle is located is public or private;
- 20 (8) Whether the person must, of necessity, have driven to the location where
21 apprehended;
- 22 (9) Whether the person is the registered owner of the vehicle; and
- 23 (10) Whether there is any injury to the person which corresponds to physical
24 evidence within or damage to the vehicle.

25 “Under the influence or the combined influence” means under a degree of influence that:

- 26 (1) Diminishes a person’s mental or physiological functions so that the risk of an
27 accident is unreasonably increased; or
- 28 (2) In any other manner makes the person incapable of safely driving,

1 → as determined from the totality of the relevant and admissible presumptions, opinions, facts and
2 circumstances.

3 **11.14.030:** (A) Unless a greater penalty is otherwise provided by law, it is a misdemeanor for
4 any person to:

5 (1) Drive or be in actual physical control of a vehicle upon a highway or
6 premises to which the public has access while under the influence or the combined influence of an
7 intoxicating liquor, controlled substance, chemical, poison, organic solvent or compound; or

8 (2) In any other manner violate NRS 484.379.

9 (B) Unless a greater penalty is otherwise provided by law, a person who is
10 convicted of a violation of Subsection (A) of this Section shall be sentenced in accordance with the
11 applicable provisions of NRS 484.3792(1)(a) and 484.3792(1)(b) (misdemeanor criminal penalty for
12 first and second offenses). In addition, such person:

13 (1) Shall be subject to the applicable penalties provided for in NRS
14 484.3791 (civil penalty), 484.3797 (first-time offender evaluation and treatment for alcohol or drug
15 abuse), 484.37975 (second offender mandatory suspension of motor vehicle registration) and 484.3798
16 (fee for chemical analysis);

17 (2) Shall be subject to the applicable penalties set forth in NRS 484.3667
18 (double penalty if committed in a work zone) and 484.3943 (installation and inspection of device to
19 prevent starting of vehicle by one who has consumed alcohol); and

20 (3) May be ordered by the court to complete an available coroner's program
21 designed to discourage drivers from driving while under the influence or the combined influence of
22 intoxicating liquor, controlled substance, chemical, poison, organic solvent or compound. Such a
23 program and participation therein is especially encouraged where the offense involves one or more
24 of the following:

25 (a) An accident;

26 (b) A blood alcohol content of .18 or more;

27 (c) The use of controlled or prohibited substances; or

28 (d) An offender who is under the age of 26 years old; and

1 (4) May be ordered to do or refrain from doing any other act the court
2 deems reasonable, given the nature of the offense and the criminal history of the defendant.

3 (C) The provisions of NRS 484.3793 to 484.3947 (miscellaneous provisions
4 regarding the evaluation and treatment for alcohol or drug abuse), apply to a violation of Subsection
5 (A) of this Section.

6 (D) The provisions of NRS Chapter 484 relating to implied consent, testing for
7 intoxication and the definitions of “offense,” “prior offense” or “second offense” are further adopted
8 herein and apply to a suspected violation of Subsection (A) of this Section.

9 **11.14.040:** (A) Unless a greater penalty is otherwise involved (and pursued) for conduct
10 described in Subsection (A) of LVMC 11.14.030 or NRS 484.379, it is a misdemeanor for any person
11 to knowingly drink a beverage having a detectible amount of alcohol while driving or in actual
12 physical control of a motor vehicle upon a highway or on premises to which the public has access.

13 (B) A person convicted of a violation of Subsection (A) of this Section:

14 (1) Unless the court identifies reasonable grounds for ordering a lesser
15 sentence, shall be punished for a misdemeanor with:

16 (a) A fine of at least three hundred dollars; and

17 (b) An order to complete a drinking driver awareness course; and

18 (2) May be ordered to do or refrain from doing any other act the court
19 deems reasonable, given the nature of the offense and the character of the defendant.

20 **11.14.050:** Except as otherwise provided in LVMC 11.14.070, it is unlawful for any person, while
21 in a motor vehicle on a highway or upon a premises to which the public has access, to knowingly
22 possess any bottle, can or other receptacle containing any detectable amount of alcoholic beverage
23 which has been opened or the seal broken, or the contents partially removed.

24 **11.14.060:** (A) Except as otherwise provided in Subsection (B) of this Section or in LVMC
25 11.14.070, it is unlawful for the registered owner of any motor vehicle, or the driver if the registered
26 owner is not then present in the vehicle, to keep in that vehicle, when it is upon any highway, any
27 bottle, can or other receptacle containing any detectable amount of alcoholic beverage which has been
28 opened or the seal broken, or the contents partially removed.

1 (B) The prohibition contained in Subsection (A) of this Section does not apply if
2 the receptacle is kept in the trunk of the vehicle or, if the vehicle is not equipped with a trunk, in some
3 other area of the vehicle not normally occupied by the driver or passengers. For purposes of the
4 preceding sentence, a utility compartment or glove compartment shall be deemed to be within the area
5 normally occupied by the driver and passengers.

6 **11.14.070:** The provisions of LVMC 11.14.050 and 11.14.060 do not apply to:

7 (A) A motor vehicle operated by a common carrier or used to carry passengers for
8 furtherance of a commercial enterprise;

9 (B) A motor vehicle that is operated as part of a duly licensed limousine service and
10 that has a partition between the driver's seat and the passenger seats; or

11 (C) The living quarters of a motor home, camper or recreational vehicle, as those
12 terms are defined in NRS Chapter 482.

13 **11.14.080:** By committee, the judges of the Las Vegas Municipal Court shall continue to supervise
14 and monitor the operation of a program of education and counseling on the use and abuse of alcohol
15 and controlled substances for the benefit of persons who:

16 (A) Are convicted in the Municipal Court of violating this Chapter or any ordinance
17 corresponding to NRS 484.379; or

18 (B) Have agreed or acquiesced to such education or counseling pending an
19 anticipated disposition of a charge of violating this Chapter or any ordinance corresponding to NRS
20 484.379.

21 SECTION 3: If any section, subsection, subdivision, paragraph, sentence, clause or
22 phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or
23 ineffective by any court of competent jurisdiction, such decision shall not affect the validity or
24 effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the
25 City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision,
26 paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections,
27 subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional,
28 invalid or ineffective.

SECTION 4: Whenever in this ordinance any act is prohibited or is made or declared to be unlawful or an offense or a misdemeanor, or whenever in this ordinance the doing of any act is required or the failure to do any act is made or declared to be unlawful or an offense or a misdemeanor, the doing of such prohibited act or the failure to do any such required act shall constitute a misdemeanor and upon conviction thereof, shall be punished as provided for herein, where such punishment is specifically provided for, and where not so provided for, by a fine of not more than \$1,000.00 or by imprisonment for a term of not more than six months, or by any combination of such fine and imprisonment. Any day of any violation of this ordinance shall constitute a separate offense.

SECTION 5: All ordinances or parts of ordinances or sections, subsections, phrases, sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, in conflict herewith are hereby repealed.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2006.

APPROVED:

By OSCAR B. GOODMAN, Mayor

ATTEST:

BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:

Date

1 The above and foregoing ordinance was first proposed and read by title to the City Council on the
2 ____ day of _____, 2006, and referred to the following committee composed of
3 _____ and _____ for recommendation;
4 thereafter the said committee reported favorably on said ordinance on the ____ day of
5 _____, 2006, which was a _____ meeting of said Council; that at said
6 _____ meeting, the proposed ordinance was read by title to the City Council
7 as first introduced and adopted by the following vote:

8 VOTING "AYE": _____
9 VOTING "NAY": _____
10 ABSENT: _____

12 APPROVED:

13
14 By _____
OSCAR B. GOODMAN, Mayor

15 ATTEST:
16
17 BARBARA JO RONEMUS, City Clerk

BUSINESS IMPACT STATEMENT

BILL NO. 2006-58

(Updates and strengthens Municipal Code provisions so as to better discourage, detect and punish those who would drive under the influence of alcohol, controlled substances, chemicals, organic solvents, compounds or any combination of these)

This business impact statement was prepared pursuant to NRS 237.090 to address the impact of a proposed ordinance, Bill No. 2006-58, that will update and strengthen Municipal Code provisions so as to better discourage, detect and punish those who would drive under the influence of alcohol, controlled substances, chemicals, organic solvents, compounds or any combination of these.

1. The following constitutes a description of the number of the manner in which comment was solicited from affected businesses, a summary of their responses and an explanation of the manner in which other interested persons may obtain a copy of the summary.

Not applicable.

2. The estimated economic effect of the proposed rule on businesses, including, without limitation, both adverse and beneficial effects, and both direct and indirect effects:

Adverse effects:

None

Beneficial effects:

None

Direct effects:

None

Indirect effects:

None

3. The following constitutes a description of the methods the local government considered to reduce the impact of the proposed rule on businesses and a statement regarding whether any, and if so which, of these methods were used:

Not applicable

4. The governing body estimates the annual cost to the local government for enforcement of the proposed rule is:

No additional cost

5. If the proposed rule provides for a new fee or increases an existing fee, the total annual amount expected to be collected is:

Not applicable

6. If the proposed rule provides for a new fee or increases an existing fee, the money generated by the new fee or increase in existing fee will be used by the local government to:

Not applicable

7. If the proposed rule includes provisions that duplicate or are more stringent than federal, state or local standards regulating the same activity, the following explains when such duplicative or more stringent provisions are necessary:

Not applicable

Date: September 21, 2006

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 18, 2006

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC

☐ Consent ☒ Discussion

SUBJECT:
NEW BILL:

Bill No. 2006-59 – Establishes certain minimum community service requirements as part of the punishment for contributory delinquency or contributory neglect related to graffiti or property damage. Sponsored by: Mayor Oscar B. Goodman

Fiscal Impact

☒
☐

No Impact

Budget Funds Available

☐ Augmentation Required

Dept./Division:

Amount:

Funding Source:

PURPOSE/BACKGROUND:

It is believed that the current penalties associated with unlawful graffiti do not go far enough to deter such conduct. This bill would focus on the parents or guardians of minors who engage in this activity, establishing a minimum community service requirement for a parent or guardian as part of the punishment for contributory delinquency or contributory neglect related to graffiti or property damage.

RECOMMENDATION:

This bill should be submitted to a Recommending Committee for review, hearing and recommendation to the City Council for final action.

BACKUP DOCUMENTATION:

Bill No. 2006-59

Minutes:

First Reading - Referred - COUNCILMEMBERS TARKANIAN and ROSS

11/14/2006 Recommending Committee

11/15/2006 Council Agenda

THE MORNING SESSION RECESSED AT 1:41 P.M.

1 **BILL NO. 2006-59**

2 **ORDINANCE NO. _____**

3 AN ORDINANCE TO ESTABLISH CERTAIN MINIMUM COMMUNITY SERVICE
4 REQUIREMENTS AS PART OF THE PUNISHMENT FOR CONTRIBUTORY DELINQUENCY
5 OR CONTRIBUTORY NEGLECT RELATED TO GRAFFITI OR PROPERTY DAMAGE, AND
6 TO PROVIDE FOR OTHER RELATED MATTERS.

7 Sponsored by: Mayor Oscar B. Goodman

Summary: Establishes certain minimum
community service requirements as part of the
punishment for contributory delinquency or
contributory neglect related to graffiti or
property damage.

8
9 THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN
10 AS FOLLOWS:

11 SECTION 1: Title 10, Chapter 48, of the Municipal Code of the City of Las Vegas,
12 Nevada, 1983 Edition, is hereby amended to add thereto a new section, designated as Section 105,
13 reading as follows:

14 **10.48.105:** (A) In the case of a violation of NRS 201.110 where the act or omission:

15 (1) Is the proximate cause of unlawful graffiti or property damage;

16 (2) Fails to abate, prohibit or avoid unlawful graffiti or property damage;

17 or

18 (3) Fails to protect any property from such unlawful graffiti or property
19 damage,

20 ➡ the offender's punishment shall include restitution for any property damage; community service
21 of at least fifty, but not more than ninety-nine, hours; or both. This punishment shall be in addition
22 to any other punishment for a misdemeanor that is deemed appropriate and is within the municipal
23 court's authority, but the aggregate punishment may not exceed that permissible for a misdemeanor.

24 (B) The requirement for community service in Subsection (A) is satisfied where:

25 (1) A parent or legal guardian is the person convicted of a violation of
26 Subsection (A);

27 (2) The minor for whom the parent or legal guardian is responsible has been
28 ordered by a court of competent jurisdiction to perform community service; and

1 (3) The parent or legal guardian has been present during every hour of the
2 minor's performance of community service.

3 SECTION 2: If any section, subsection, subdivision, paragraph, sentence, clause or
4 phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or
5 ineffective by any court of competent jurisdiction, such decision shall not affect the validity or
6 effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the
7 City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision,
8 paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections,
9 subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional,
10 invalid or ineffective.

11 SECTION 3: All ordinances or parts of ordinances or sections, subsections, phrases,
12 sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada,
13 1983 Edition, in conflict herewith are hereby repealed.

14 PASSED, ADOPTED and APPROVED this ____ day of _____, 2006.

15 APPROVED:

16
17 By _____
18 OSCAR B. GOODMAN, Mayor

19 ATTEST:

20 _____
21 BARBARA JO RONEMUS, City Clerk

22 APPROVED AS TO FORM:

23 _____
24 Date
25
26
27
28

1 The above and foregoing ordinance was first proposed and read by title to the City Council on the
2 ____ day of _____, 2006, and referred to the following committee composed of
3 _____ and _____ for recommendation;
4 thereafter the said committee reported favorably on said ordinance on the ____ day of
5 _____, 2006, which was a _____ meeting of said Council; that at said
6 _____ meeting, the proposed ordinance was read by title to the City Council
7 as first introduced and adopted by the following vote:

8 VOTING "AYE": _____
9 VOTING "NAY": _____
10 ABSENT: _____
11

12 APPROVED:

13
14 By _____
15 OSCAR B. GOODMAN, Mayor

16 ATTEST:

17 _____
18 BARBARA JO RONEMUS, City Clerk
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