



# MINUTES

## City of Las Vegas

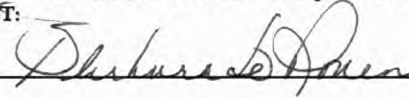
COUNCIL CHAMBERS • 400 STEWART AVENUE • 229-6011 (VOICE) • 386-9108 (TDD)

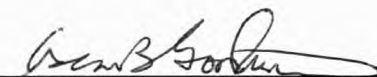
CITY COUNCIL  
MEETING OF  
DECEMBER 6, 2006

| CITY COUNCIL                           | PRESENT                             | ABSENT                   | EXCUSED                             |
|----------------------------------------|-------------------------------------|--------------------------|-------------------------------------|
| MAYOR OSCAR B. GOODMAN                 | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            |
| COUNCILMAN GARY REESE<br>MAYOR PRO-TEM | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            |
| COUNCILMAN LARRY BROWN                 | <input type="checkbox"/>            | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| COUNCILMAN LAWRENCE WEEKLY             | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            |
| COUNCILMAN STEVE WOLFSON               | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            |
| COUNCILWOMAN LOIS TARKANIAN            | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            |
| COUNCILMAN STEVEN ROSS                 | <input type="checkbox"/>            | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| DOUG SELBY, CITY MANAGER               | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            |
| BRAD JERBIC, CITY ATTORNEY             | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            |
| BARBARA JO RONEMUS, CITY CLERK         | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            |

APPROVED BY REFERENCE: JANUARY 17, 2007

ATTEST:

  
CITY CLERK

  
MAYOR



## **CITY COUNCIL AGENDA**

**COUNCIL CHAMBERS · 400 STEWART AVENUE · PHONE 229-6011**

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

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

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

**STEVE WOLFSON (Ward 2), LOIS TARKANIAN (Ward 1), STEVEN D. ROSS (Ward 6)**

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

**December 06, 2006**

**Morning Session begins at 9:00 a.m.**

**Afternoon Session begins at 1:00 p.m.**

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

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

DUPLICATE AUDIO CD'S AND DUPLICATE AUDIO/VIDEO DVD'S MAY BE AVAILABLE AT A COST OF \$5.00 EACH THROUGH THE CITY CLERK'S OFFICE.

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

### **CEREMONIAL MATTERS**

1. CALL TO ORDER
2. ANNOUNCEMENT RE: COMPLIANCE WITH OPEN MEETING LAW
3. INVOCATION - DOCTOR-PASTOR ANNE JONES, LIFE CHRISTIAN CENTER
4. PLEDGE OF ALLEGIANCE
5. RECOGNITION OF THE TEAM OF THE QUARTER
6. RECOGNITION OF CENTENARIAN LEROY LEWIS
7. RECOGNITION OF THE YOUTH COUNCIL OFFICERS FROM THE BATTERIES INCLUDED PROGRAM
8. RECOGNITION OF THE ALPHA PHI ALPHA FRATERNITY 100TH ANNIVERSARY



## **BUSINESS ITEMS - MORNING**

9. Any items from the morning session that the Council, staff and/or the applicant wish to be stricken or held in abeyance to a future meeting may be brought forward and acted upon at this time
10. Approval of the Final Minutes by reference of the regular City Council meeting of October 18, 2006

## **CONSENT AGENDA**

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

### **ADMINISTRATIVE - CONSENT**

11. Approval of the Memorandum of Understanding between the City of Las Vegas and the Commission for the Las Vegas Centennial for the Centennial Time Capsule Project

### **FIELD OPERATIONS - CONSENT**

12. Approval of a Purchase and Sale Agreement whereby Orlando Arteaga and Mayra Morfin and/or nominee sells real property located at 194 Upland Boulevard, APN 138-36-110-001 to Priority One Commercial and/or nominee on behalf of the City of Las Vegas (\$325,000 plus closing costs - Capital Improvement Projects) - Ward 1 (Tarkanian)
13. Approval of a First Amendment to License Agreement between the City of Las Vegas and Cingular Wireless for the cellular tower located at 101 South Pavilion Center Drive commonly known as Veterans Memorial Ball Fields - Ward 2 (Wolfson)
14. Approval of an Offer and Acceptance Agreement whereby Yakov Hefetz and/or nominee sells approximately 4.86 acres of land located at 15 West Owens Avenue, APN 139-27-502-003 to Priority One Commercial and/or nominee on behalf of the City of Las Vegas (\$2,540,000 plus closing costs - Redevelopment Set Aside Funds [RDA]/Community Development Block Grant Funds [CDBG]) - Ward 5 (Weekly)
15. Approval authorizing staff to apply for a Recreation and Public Purpose Lease from the Bureau of Land Management for approximately 5 acres of land for APN 126-01-401-013 located in the vicinity of Iron Mountain Road and Alpine Ridge Way (\$100 - Real Estate/Rental of Land) - Ward 6 (Ross)
16. Approval of a Grant of Easement from the City of Las Vegas to Nevada Power Company to cancel and supersede the Right of Entry previously on record and continue to allow Nevada Power Company access to the site for electrical systems needs located at 800 North M. L. King Boulevard commonly known as the Guy Recreation Center/Agassi Teen Center, APN 139-28-701-001 - Ward 5 (Weekly)
17. Approval of a License Agreement between the City of Las Vegas and Omnipoint Communications, Inc., a subsidiary of T-Mobile USA, Inc., for a wireless communications system located at 101 South Pavilion Center Drive, commonly known as the Veterans Memorial Ball Fields (\$483,552 revenue for duration of contract) - Ward 2 (Wolfson)

### **FINANCE & BUSINESS SERVICES - ADMINISTRATION CONSENT**

18. Approval of Service and Material Checks/Payroll Checks/Wire Transfers/Other Checks and Investments
19. Approval to modify the FY 07 Capital Improvement Plan and transfer \$4,000,000 in funding from the Neighborhood Park Improvements and Vocational Park projects to the Teton Trails Park Phase II project (\$4,000,000 - Residential Construction Tax/Parks and Leisure CPF) - Ward 6 (Ross)

#### **FINANCE & BUSINESS SERVICES - BUSINESS SERVICES CONSENT**

20. Approval of a Special Event License for Bailey Street, Location: 495 South Grand Central Parkway Suite 455, Dates: January 29 - February 2, 2007, Type: Special Event General, Event: World Market Center Trade Show, Responsible Person in Charge: Jose Ramos - Ward 5 (Weekly)
21. Approval of a Special Event License for Padma's Plantation, Location: 495 South Grand Central Parkway, Suite 119, Dates: January 30 - February 2, 2007, Type: Special Event General, Event: World Market Center Trade Show, Responsible Person in Charge: Mazerati Woodring - Ward 5 (Weekly)
22. Approval of Franchise Manager to Participate in Revenue for a new Temporary Restricted Gaming License for 5 slots, United Coin Machine Company db at 7-Eleven Food Store #25586C, 1705 South Las Vegas Boulevard, Amandeep Singh, Franchise Mgr - Ward 3 (Reese)

#### **FINANCE & BUSINESS SERVICES - PURCHASING & CONTRACTS CONSENT**

23. Approval of Amendment No. 1 to Contract No. 221540 for Engineering Design Services for North Valley Mountain Edge Parkway - Department of Public Works - Award recommended to: PARSONS BRINCKERHOFF QUADE & DOUGLAS, INC. (\$279,338.86 - Road and Flood Capital Projects Fund) - Wards 4 and 6 (Brown and Ross)
24. Approval of award of Bid No. 070064-TG, Annual Requirements Contract for Traffic Poles and Signal Mast Arms - Department of Public Works - Award recommended to: HUGHES SUPPLY (\$1,500,000 - General Fund)
25. Approval of Revision to Purchase Order No. 225001 for Annual Requirements Contract for Office Supplies - All Departments - Award recommended to: CORPORATE EXPRESS (\$300,000 - General Fund)
26. Preapproval of award of Bid No. 06.1730.27-LED, Federal Project # STP-017 (091), Fremont Street Pedestrian Improvements - Las Vegas Boulevard to Eighth Street to the lowest responsive and responsible bidder and the construction conflicts and contingency reserve set by Finance and Business Services - Department of Public Works (\$5,727,097.60 - Road and Flood Capital Projects Fund/Traffic Improvements Capital Projects Fund/Industrial Development Special Revenue Fund/Sanitation Enterprise Fund/City of Las Vegas Redevelopment Agency Fund/Special Improvement District) - Ward 5 (Weekly)
27. Approval of Professional Services Agreement No. 070163, New Prototype Fire Station #48 at Elkhorn Road and Ft. Apache Road - Department of Public Works - Award recommended to: ES2 LAS VEGAS, LLC (\$53,750 - Fire Services Capital Projects Fund) - Ward 6 (Ross)
28. Approval of Amendment No. 4 to Contract No. 219641 for Professional Services Agreement for Design Services for Centennial Hills Leisure Center located at Buffalo Drive and Deer Springs Way - Department of Public Works - Award recommended to: LUCCHESI GALATI ARCHITECTS, INC. (\$211,150 - Parks and Leisure Activities Capital Projects Fund) - Ward 6 (Ross)

#### **NEIGHBORHOOD SERVICES - CONSENT**

29. Approval to loan \$1,500,000 Home Investment Partnership Program (HOME) and Low Income Housing Trust Fund (LIHTF) to SDA, Inc., to a for profit developer, as gap financing for the construction of Bridger Street Apartments, located on the northeast corner of Bridger and Ninth Streets, to add 300 affordable rental units to the city's housing stock - Ward 5 (Weekly)
30. Approval of the transfer of Parsons Place property located at 624 Stewart Avenue from Golden Rule to Neighborhood Housing Services of Southern Nevada (NHSSN) and authorizing the City to enter into the Amended and Restated Agreements and any documents related thereto - Ward 5 (Weekly)

#### **PUBLIC WORKS - CONSENT**

31. Approval of an Encroachment Request from Ovation Development Corporation on behalf of Lone Mountain Apts I, Limited Partnership, owner (Rainbow Boulevard between Lone Mountain Road and Painted Desert Drive) - Ward 6 (Ross)

32. Approval of an Encroachment Request from Pardee Homes Nevada, owner (area bound by Tee Pee Lane, Elkhorn Road, Fort Apache Road and Wittig Avenue) - Ward 6 (Ross)
33. Approval of an Encroachment Request from CivilWorks, Incorporated, on behalf of Amesbury Villegas Trust, owner (southeast corner of Garces Avenue and 8th Street) - Ward 3 (Reese)
34. Approval of an Encroachment Request from Sheldon W. Paul and Raymond Mark Turner, owners (northwest corner of Alexander Road and Grand Canyon Drive) - Ward 4 (Brown)
35. Approval of Sixth Supplemental Interlocal Contract LAS17D02 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCDD) to increase funding for a Letter of May Revision (LOMR) for the Las Vegas Wash, Rancho Drive System (Carey/Lake Mead Detention Basin) (\$3,700 - CCRFCDD) - Ward 5 (Weekly)
36. Approval of Second Supplemental Interlocal Contract LAS05E03 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCDD) to increase funding for right-of-way for the Oakey Meadows Storm Drain (\$50,000 - CCRFCDD) - Ward 1 (Tarkanian)
37. Approval of Second Supplemental Interlocal Contract LAS22C06 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCDD) to increase funding for engineering design and right-of-way for the Las Vegas Wash - Elkhorn Road, Rainbow Boulevard to Torrey Pines Drive (\$90,000 - CCRFCDD) - Ward 6 (Ross)
38. Approval of Supplemental Interlocal Contract 516a between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to extend the date of completion for Jones Boulevard, Elkhorn Road to Horse Drive - Ward 6 (Ross)
39. Approval of Supplemental Interlocal Contract 438a between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to extend the date of completion for the Grand Teton Overpass at US-95 - Ward 6 (Ross)
40. Approval of Supplemental Interlocal Contract 439a between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to extend the date of completion for the Horse Interchange at US-95 - Ward 6 (Ross)
41. Approval of Supplemental Interlocal Contract 503a between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to extend the date of completion for Deer Springs, Conough Lane to Buffalo Drive roadway improvement project - Ward 6 (Ross)

#### **RESOLUTIONS - CONSENT**

42. R-90-2006 - Approval of a Resolution concerning proposed Special Improvement Districts within the Summerlin area, authorizing the execution and delivery of a deposit agreement with the Howard Hughes Corporation and related matters - Ward 2 (Wolfson)

### **DISCUSSION/ACTION ITEMS**

#### **ADMINISTRATIVE - DISCUSSION**

43. Report from the City Manager on Emerging Issues
44. Discussion and possible action on a Presentation and Final Report from CSL Consultants and the Special Events Center Task Force on the possible development of a new special events center in Southern Nevada - All Wards
45. Discussion and possible action regarding the Second Amendment to the Project Management and Consulting Agreement among City Parkway V, Inc., the City of Las Vegas, and Newland Communities, LLC, for the site known as Union Park located at the northeastern corner of Bonneville Avenue and Grand Central Parkway (APN 139-34-110-003 and 139-34-110-002) - Ward 5 (Weekly)



## **BUSINESS DEVELOPMENT - DISCUSSION**

46. Discussion and possible action regarding a Real Property Exchange and Purchase and Sale Agreement with T-BREO II, LLC, for ten parcels of land one block east of City Hall generally located at the intersection of Sixth Street and Stewart Avenue (\$4,456,164.44 - City Facilities Capital Project Fund and one parcel of land) - Ward 5 (Weekly)
47. Discussion and possible action regarding a Third Amendment to the Exclusive Negotiation Agreement (Amendment) with Frank Wright Plaza, LLC, (FWP) to negotiate a Disposition and Development Agreement (DDA) for parcels located at 4th Street and Stewart Avenue totaling approximately 5.49 acres (Site) (APNs 139-34-501-004 and 006) - Ward 5 (Weekly)
48. Discussion and possible action concerning a proposed budget submitted by Newland Communities, LLC, for the design, construction and fiscal year 2007 operating budget for Phase I Infrastructure on Union Park, located at the northeastern corner of Bonneville Avenue and Grand Central Parkway (APNs 139-34-110-002 and 003) (\$1,365,000 from future City Parkway V, Inc., Land Sales) - Ward 5 (Weekly)

## **CITY ATTORNEY - DISCUSSION**

49. Discussion and possible action on Appeal of Work Card Denial: Cheryl Sagahon, 2200 West Bonanza, Apt. #246, Las Vegas, Nevada 89106
50. Discussion and possible action on Appeal of Work Card Denial: Lisa D. Wallace, 1300 Elizabeth Avenue #16, Las Vegas, Nevada 89119
51. ABEYANCE ITEM - Discussion and possible action on Appeal of Work Card Denial: Tracey Lynn Gulli, 7550 Tuckaway, Las Vegas, Nevada 89139
52. ABEYANCE ITEM - Discussion and possible action on Appeal of Work Card Denial: Clayborn Romaine Ellis III, 8218 West Dolphin Bay Court, Las Vegas, Nevada 89128
53. Hearing, discussion and possible action regarding complaint seeking disciplinary action against Mulugeta Bour d/b/a Oakey Discount Market, 1616 Las Vegas Boulevard South, Las Vegas, Clark County, Nevada, for violations of the Las Vegas Municipal Code and Nevada Revised Statutes - Ward 3 (Reese)

## **FINANCE & BUSINESS SERVICES - BUSINESS SERVICES DISCUSSION**

54. Discussion and possible action regarding a Six Month Review of a Beer/Wine/Cooler On-off Sale License, Bleu Gourmet, LLC, dba Bleu Gourmet, 8751 West Charleston Boulevard, Samuel R. Bailey, Mgr, Mmbr, 35%, Robert L. Howell, Mgr, Mmbr, 35%, Sandeep Ahuja, Mmbr, 30% - Ward 2 (Wolfson)
55. Discussion and possible action regarding a Six Month Review of a Beer/Wine/Cooler On-sale License, R & E Corona, Inc., dba El Tapatio Restaurant, 235 North Eastern Avenue, Suites 132 & 133, Roberto Corona, Pres, 50% and Emma Corona, Secy, 50% - Ward 3 (Reese)
56. ABEYANCE ITEM: Discussion and possible action regarding Temporary Approval of a new Supper Club License subject to the provisions of the fire code and Health Dept. regulations, G B Acquisition, Inc., dba Gordon Biersch Brewery Restaurant, 750 South Rampart Boulevard, Suite 16, H. Allen Corey, Pres, CEO and Michael J. Fourticq, Sr VP, Dir - Ward 2 (Wolfson)
57. Discussion and possible action regarding Temporary Approval of Change of Ownership for a Beer/Wine/Cooler On-sale License subject to Health Dept. regulations, From: Guitierrez & Torrez, dba Maria Antonieta Mexican Food, To: Pimentel, Alas & Guzman, dba Maria Antonieta A Mexican Food, 745 North Nellis Boulevard, Suite 1, Blanca H. Pimentel, 25% Jointly with Spouse, Elmer D. Alas, 25% Jointly with Spouse and Ruben S. Guzman, 50% - Ward 3 (Reese)
58. Discussion and possible action regarding a Six Month Review of a Beer/Wine/Cooler Off-sale License, Ramzi Y. Suliman, dba Super Azteca II, 3140 South Valley View Boulevard, Suites 3 -5, Ramzi Y. Suliman, 100% (NOTE: Item to be heard in the afternoon session in conjunction with Item 97 - SUP-7359) - Ward 1 (Tarkanian)

59. Discussion and possible action regarding Temporary Approval of a new Burglar Alarm Service License, Macharg Electric Inc., dba Macharg Electric Inc., 8032 Peaceful Woods Street, Michael R. Macharg, Jr., Dir, Pres, Treas, Secy, 100% - Ward 6 (Ross)

#### **RESOLUTIONS - DISCUSSION**

60. R-91-2006 - Discussion and possible action of a Resolution Disposing of the Protests made at the hearing on the Provisional Order for Special Improvement District No. 1506 - Fremont Street Pedestrian Improvements (Las Vegas Boulevard to 8th Street) - Ward 5 (Weekly)

#### **BOARDS & COMMISSIONS - DISCUSSION**

61. ABEYANCE ITEM - PARK & RECREATION ADVISORY COMMISSION – Heidi Hanusa, Term Expiration 12-7-2008 (Resigned 9-29-2006)
62. OVERSIGHT PANEL FOR SCHOOL FACILITIES – Councilwoman Lois Tarkanian, Term Expiration 12-31-2006
63. Discussion and possible action to appoint one member and one alternate to the Regional Flood Control District Storm Water Permit Coordinating Committee
64. COMMUNITY DEVELOPMENT RECOMMENDING BOARD – Tony Mayorga, Term Expiration 6-20-2007 (Resigned 10-25-2006) and Mark I. Lefkowitz, Term Expiration 6-20-2007 (Resigned 11-8-2006)

#### **RECOMMENDING COMMITTEE REPORT - DISCUSSION**

#### **BILLS ELIGIBLE FOR ADOPTION AT THIS MEETING**

65. 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
66. Bill No. 2006-60 – Updates sign standards and related approval processes for the Downtown Casino and Downtown Entertainment Overlay Districts. Sponsored by: Mayor Oscar B. Goodman
67. Bill No. 2006-61 – Requires the applicant for a General Plan Amendment to conduct a neighborhood meeting. Sponsored by: Councilman Gary Reese
68. Bill No. 2006-62 – Updates Title 11 of the Municipal Code, relating to the regulation of traffic and parking. Sponsored by: Councilman Steven D. Ross

#### **BILLS ELIGIBLE FOR ADOPTION AT A LATER MEETING**

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

69. Bill No. 2006-65 – Updates the description of the City ward boundaries to reflect changes in precinct numbers or descriptions made by the Clark County Election Department, as a result of annexations or otherwise. Proposed by: Barbara Jo Ronemus, City Clerk



## **NEW BILLS - DISCUSSION**

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

- 70. Bill No. 2006-66 - Ordinance Creating Special Improvement District No. 1506 - Fremont Street Pedestrian Improvements (Las Vegas Boulevard to 8th Street) Sponsored by: Step Requirement
- 71. Bill No. 2006-67 - Adopts an updated version of the Las Vegas Downtown Centennial Plan, together with related development standards. Sponsored by: Councilman Gary Reese
- 72. Bill No. 2006-68 - Adopts the Union Park Design Standards and integrates them into other provisions that pertain to the Downtown Overlay District. Sponsored by: Mayor Oscar B. Goodman
- 73. Bill No. 2006-69 - Updates the remedies and procedures for abating public nuisances and chronic nuisances, and adds licensing provisions to facilitate the prevention and abatement of such nuisances. Sponsored by: Councilwoman Lois Tarkanian and Mayor Oscar B. Goodman

## **1:00 P.M. - AFTERNOON SESSION**

### **BUSINESS ITEMS - AFTERNOON**

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

### **HEARINGS - DISCUSSION**

- 75. Public hearing on proposed local improvement district for Special Improvement District No. 1506 - Fremont Street Pedestrian Improvements (Las Vegas Boulevard to 8th Street) - Ward 5 (Weekly)
- 76. Public hearing on proposed local improvement district for Special Improvement District No. 1516 - Fremont Street Maintenance District (Las Vegas Boulevard to 8th Street) - Ward 5 (Weekly)

## **PLANNING & DEVELOPMENT**

**THE ITEMS LISTED BELOW, WHERE APPROPRIATE, HAVE BEEN REVIEWED BY THE VARIOUS CITY DEPARTMENTS RELATIVE TO REQUIREMENTS FOR STORM DRAINAGE AND FLOOD CONTROL, CONNECTION TO SANITARY SEWER, TRAFFIC CIRCULATION, AND BUILDING AND FIRE REGULATIONS. THEIR COMMENTS AND/OR RECOMMENDATIONS AND REQUIREMENTS HAVE BEEN INCORPORATED INTO THE ACTION.**

### **PLANNING & DEVELOPMENT - CONSENT**

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

- 77. EOT-16956 - ABEYANCE ITEM - APPLICANT/OWNER: RINKAI AMERICA INC - Request for an Extension of Time of an approved Special Use Permit (SUP-5028) THAT ALLOWED A 73-STORY MIXED-USE DEVELOPMENT at 2423 and 2417 Las Vegas Boulevard (APN 162-04-813-070 and 071; 162-03-410-008), C-2 (General Commercial) Zone, Ward 3 (Reese). Staff recommends APPROVAL

78. EOT-17462 - APPLICANT/OWNER: SEARLES PROPERTY DEVELOPMENT, LLC - Request for an Extension of Time of an approved Rezoning (ZON-5062) FROM: C-2 (GENERAL COMMERCIAL) TO: R-3 (MEDIUM DENSITY RESIDENTIAL) on 2.48 acres adjacent to the northeast corner of Searles Avenue and 23rd Street (APN 139-26-508-016), Ward 3 (Reese). Staff recommends APPROVAL
79. EOT-17460 - APPLICANT/OWNER: SEARLES PROPERTY DEVELOPMENT, LLC - Request for an Extension of Time of an approved Site Development Plan Review (SDR-5063) THAT ALLOWED A 52 UNIT APARTMENT COMPLEX on 2.48 acres adjacent to the northeast corner of Searles Avenue and 23rd Street (APN 139-26-508-016), C-2 (General Commercial) under Resolution of Intent to R-3 (Medium Density Residential) Zone, Ward 3 (Reese). Staff recommends APPROVAL
80. EOT-16702 - APPLICANT: TERRIBLE HERBST, INC. - OWNER: CHEYENNE AND BELTWAY 2005, LLC - Request for an Extension of Time of an approved Special Use Permit (U-0112-00) FOR A LIQUOR ESTABLISHMENT (OFF-PREMISE CONSUMPTION) IN CONJUNCTION WITH A PROPOSED CONVENIENCE STORE on property located at the northwest corner of Cliff Shadows Parkway and the Beltway alignment (APN 137-12-410-009), U (Undeveloped) Zone [PCD (Planned Community Development) General Plan Designation] under Resolution of Intent to PD (Planned Development) Zone, Ward 4 (Brown). Staff recommends APPROVAL

#### **PLANNING & DEVELOPMENT - DISCUSSION**

81. ZON-16915 - PUBLIC HEARING - APPLICANT/OWNER: GHASSAN MISHERFI - Request for a Rezoning FROM: R-E (RESIDENTIAL ESTATES) TO: R-PD6 (RESIDENTIAL PLANNED DEVELOPMENT - 6 UNITS PER ACRE) on 1.08 acres on the north side of Smoke Ranch Road, approximately 467 feet east of Michael Way (APN 138-13-801-068), Ward 5 (Weekly). The Planning Commission (7-0 vote) and staff recommend APPROVAL
82. VAR-16996 - PUBLIC HEARING - APPLICANT/OWNER: GHASSAN MISHERFI - Request for a variance TO ALLOW A RESIDENTIAL PLANNED DEVELOPMENT OF 1.08 ACRES WHERE FIVE ACRES IS THE MINIMUM AREA REQUIRED on the north side of Smoke Ranch Road, approximately 467 feet east of Michael Way (APN 138-13-801-068), R-E (Residential Estates) Zone under Resolution of Intent to R-PD6 (Residential Planned Development - 6 Units per Acre), Ward 5 (Weekly). The Planning Commission (7-0 vote) and staff recommend APPROVAL
83. SDR-16914 - PUBLIC HEARING - APPLICANT/OWNER: GHASSAN MISHERFI - Request for a Site Development Plan Review FOR A 6 LOT SINGLE FAMILY RESIDENTIAL DEVELOPMENT on 1.08 acres on the north side of Smoke Ranch Road, approximately 467 feet east of Michael Way (APN 138-13-801-068), R-E (Residential Estates) Zone under Resolution of Intent to R-PD6 (Residential Planned Development - 6 Units per Acre), Ward 5 (Weekly). The Planning Commission (7-0 vote) and staff recommend APPROVAL
84. SUP-16947 - PUBLIC HEARING - APPLICANT: AMERICAN OUTDOOR ADVERTISING, LLC - OWNER: LDR-DMG MEADOW & DECATUR, LLC - Appeal filed by the applicant from the denial by the Planning Commission of a request for a Special Use Permit FOR A PROPOSED OFF-PREMISE ADVERTISING SIGN (BILLBOARD) at 4600 Meadows Lane (APN 139-31-110-002), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). The Planning Commission (5-2 vote) recommends DENIAL. Staff recommends APPROVAL
85. SUP-16948 - PUBLIC HEARING - APPLICANT: BRINKER NEVADA LLC - OWNER: MONTECITO MARKETPLACE - Request for a Special Use Permit FOR A SUPPER CLUB AND A WAIVER FROM THE 400 FOOT DISTANCE SEPARATION REQUIREMENT FROM AN EXISTING PARK on the southeast corner of Durango Drive and Elkhorn Road (APN 125-20-510-019), TC (Towncenter) Zone [MT-TC (Montecito - Town Center) Special Land Use Designation], Ward 6 (Ross). The Planning Commission (7-0 vote) and staff recommend APPROVAL
86. VAC-16642 - PUBLIC HEARING - OWNER: KOBIE CREEK, LLC - APPLICANT: BRAMBLE HOMES - Petition to vacate a portion of the Gowan Road Right of Way generally located on the northwest corner of Gowan Road and Decatur Boulevard, Ward 6 (Ross). The Planning Commission (7-0 vote) and staff recommend APPROVAL
87. GPA-16201 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: JOHN VIVIER ARCHITECT - OWNER: FRED NAZARYAN - Request to amend a portion of the Southwest Sector of the General Plan FROM: SC (SERVICE COMMERCIAL) TO: GC (GENERAL COMMERCIAL) on 0.51 acres at 5001 West Charleston Boulevard (APN 163-01-502-011), Ward 1 (Tarkanian). The Planning Commission (7-0 vote) and staff recommend DENIAL

88. ZON-16196 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: JOHN VIVIER ARCHITECT - OWNER: FRED NAZARYAN - Request for a Rezoning FROM: C-1 (LIMITED COMMERCIAL) TO: C-2 (GENERAL COMMERCIAL) on 0.51 acres at 5001 West Charleston Boulevard (APN 163-01-502-011), Ward 1 (Tarkanian). The Planning Commission (7-0 vote) and staff recommend DENIAL
89. SUP-16198 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: JOHN VIVIER ARCHITECT - OWNER: FRED NAZARYAN - Request for a Special Use Permit FOR A PROPOSED 3,169 SQUARE FOOT AUTO REPAIR GARAGE, MAJOR AND A WAIVER TO ALLOW SERVICE BAYS TO FACE A PUBLIC RIGHT OF WAY at 5001 West Charleston Boulevard (APN 163-01-502-011), C-1 (Limited Commercial) Zone [PROPOSED: C-2 (General Commercial) Zone], Ward 1 (Tarkanian). The Planning Commission (7-0 vote) and staff recommend DENIAL
90. SUP-16200 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: JOHN VIVIER ARCHITECT - OWNER: FRED NAZARYAN - Request for a Special Use Permit FOR A PROPOSED TOWING SERVICE WITH NO STORAGE at 5001 West Charleston Boulevard (APN 163-01-502-011), C-1 (Limited Commercial) Zone [PROPOSED: C-2 (General Commercial) Zone], Ward 1 (Tarkanian). The Planning Commission (7-0 vote) and staff recommend DENIAL
91. SDR-16197 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: JOHN VIVIER ARCHITECT - OWNER: FRED NAZARYAN - Request for a Site Development Plan Review FOR A PROPOSED 3,169 SQUARE FOOT AUTO REPAIR GARAGE, MAJOR AND A WAIVER OF THE PERIMETER LANDSCAPING REQUIREMENTS on 0.51 acres at 5001 West Charleston Boulevard (APN 163-01-502-011), C-1 (Limited Commercial) Zone [PROPOSED: C-2 (General Commercial) Zone], Ward 1 (Tarkanian). The Planning Commission (7-0 vote) and staff recommend DENIAL
92. ZON-15031 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT/OWNER: 3100 MEADE, LLC - Request for a Rezoning FROM: R-1 (SINGLE FAMILY RESIDENTIAL) TO: C-M (COMMERCIAL/INDUSTRIAL) on 0.80 acres approximately 300 feet north of Meade Avenue, 980 feet west of Rancho Drive (APN 162-08-201-005), Ward 1 (Tarkanian). The Planning Commission (4-2 vote) and staff recommend APPROVAL
93. SDR-15030 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT/OWNER: 3100 MEADE, LLC - Request for a Site Development Plan Review FOR THE CONVERSION OF TWO EXISTING STORAGE BUILDINGS TO A LIGHT MANUFACTURING FACILITY on 0.80 acres approximately 300 feet north of Meade Avenue and 980 feet west of Rancho Drive (APN 162-08-201-005), R-1 (Single Family Residential) Zone [PROPOSED: C-M (Commercial/Industrial) Zone], Ward 1 (Tarkanian). Staff recommends DENIAL. The Planning Commission (4-2 vote) recommends APPROVAL
94. VAR-16144 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: T-MOBILE USA, INC. - OWNER: MESQUITE WOOD 3, LLC - Request for a Variance TO ALLOW A 70-FOOT TALL WIRELESS COMMUNICATIONS TOWER 68.2 FEET FROM RESIDENTIAL PROPERTY WHERE RESIDENTIAL ADJACENCY STANDARDS REQUIRES 210 FEET on 3.82 acres at 1620 Bracken Avenue (APN 162-02-208-001), C-V (Civic) Zone, Ward 3 (Reese). The Planning Commission (6-0-1 vote) and staff recommend DENIAL
95. SUP-16143 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: T-MOBILE USA, INC. - OWNER: MESQUITE WOOD 3, LLC - Request for a Special Use Permit FOR A WIRELESS COMMUNICATION FACILITY, STEALTH DESIGN on 3.82 acres at 1620 Bracken Avenue (APN 162-02-208-001), C-V (Civic) Zone, Ward 3 (Reese). The Planning Commission (6-0-1 vote) and staff recommend DENIAL
96. SUP-15347 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: SUN LOAN COMPANY - OWNER: PLAZA LOS ARCOS, LLC - Request for a Special Use Permit FOR A PROPOSED FINANCIAL INSTITUTION, SPECIFIED AND A WAIVER OF THE 1,000-FOOT DISTANCE SEPARATION REQUIREMENT FROM OTHER FINANCIAL INSTITUTIONS, SPECIFIED at 7591 Washington Avenue, Suites 140 and 150 (APN 138-27-301-015), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). NOTE: The correct applicant is Jim Marchesi/Check City and the correct owner is Buffalo Washington III. Staff recommends DENIAL. The Planning Commission (6-1 vote) recommends APPROVAL
97. RQR-15420 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: RAMZI SULIMAN - OWNER: 3140 VALLEY VIEW, LLC - Required Six Month Review of an approved Special Use Permit (SUP-7359) THAT ALLOWED A LIQUOR ESTABLISHMENT (BEER/WINE/COOLER, OFF-SALE) for an existing market at 3140 South Valley View Boulevard, Suites #3, #4 and #5 (APN 162-08-410-010), Ward 1 (Tarkanian). NOTE: To be heard in conjunction with Morning Session Item 58. Staff recommends APPROVAL



98. GPA-16168 - PUBLIC HEARING - APPLICANT/OWNER: JOHN HERNANDEZ - Request to amend a portion of the Southeast Sector Plan of the Master Plan FROM: L (LOW DENSITY RESIDENTIAL) TO O (OFFICE) on 0.2 acres at 11 Prince Lane (APN: 140-31-812-020), Ward 3 (Reese). Staff recommends DENIAL. The Planning Commission (5-2 vote) recommends APPROVAL
99. ZON-16169 - PUBLIC HEARING - OWNER/APPLICANT: JOHN HERNANDEZ - Request for a Rezoning FROM: R-1 (SINGLE FAMILY RESIDENTIAL) TO: P-R (PROFESSIONAL OFFICE AND PARKING) on 0.2 acres at 11 Prince Lane (APN 140-31-812-020), Ward 3 (Reese). Staff recommends DENIAL. The Planning Commission (5-2 vote) recommends APPROVAL
- 100.SDR-16174 - PUBLIC HEARING - OWNER/APPLICANT: JOHN HERNANDEZ - Request for a Site Development Plan Review FOR A PROPOSED CONVERSION OF AN EXISTING HOME TO A 1,186 SQUARE FOOT OFFICE BUILDING AND WAIVERS OF THE PERIMETER LANDSCAPING REQUIREMENTS on 0.2 acres at 11 Prince Lane (APN 140-31-812-020), R-1 (Single Family Residential) Proposed P-R (Professional Office and Parking), Ward 3 (Reese). The Planning Commission (4-3 vote) and staff recommend DENIAL
- 101.GPA-16538 - PUBLIC HEARING - APPLICANT: NATIONAL HOMES CORPORATION - OWNER: NEVADA MANAGEMENT HOLDING COMPANY, LLC - Request to Amend a portion of the Centennial Hills Sector Plan of the Master Plan FROM: DR (DESERT RURAL DENSITY RESIDENTIAL) TO: R (RURAL DENSITY RESIDENTIAL) on 7.02 acres at the southwest corner of Torrey Pines Drive and Azure Drive (APNs 125-26-203-002, 003, and 004), Ward 6 (Ross). NOTE: The applicant has requested this item be held in abeyance to the 12-20-06 City Council Meeting. The Planning Commission (6-1 vote) and staff recommend APPROVAL
- 102.ZON-16609 - PUBLIC HEARING - APPLICANT: NATIONAL HOMES CORPORATION - OWNER: NEVADA MANAGEMENT HOLDING COMPANY, LLC - Request for a Rezoning FROM: R-E (RESIDENCE ESTATES) TO: R-PD3 (RESIDENTIAL PLANNED DEVELOPMENT - 3 UNITS PER ACRE) on 7.02 acres at the southwest corner of Torrey Pines Drive and Azure Drive (APNs 125-26-203-002, 003, and 004), Ward 6 (Ross). NOTE: The applicant has requested this item be held in abeyance to the 12-20-06 City Council Meeting. The Planning Commission (6-1 vote) and staff recommend APPROVAL
- 103.WVR-16610 - PUBLIC HEARING - APPLICANT: NATIONAL HOMES CORPORATION - OWNER: NEVADA MANAGEMENT HOLDING COMPANY, LLC - Request for a Waiver to Title 18.12.160 TO ALLOW APPROXIMATELY 173 FEET BETWEEN STREET INTERSECTIONS WHERE 220 FEET IS THE MINIMUM DISTANCE SEPARATION REQUIRED on 7.02 acres at the southwest corner of Torrey Pines Drive and Azure Drive (APNs 125-26-203-002, 003, and 004), R-E (Residence Estates) Zone [PROPOSED R-PD3 (Residential Planned Development - 3 Units Per Acre) Zone], Ward 6 (Ross). The Planning Commission (7-0 vote) recommends DENIAL. NOTE: The applicant has requested this item be held in abeyance to the 12-20-06 City Council Meeting. Staff recommends APPROVAL
- 104.SDR-16611 - PUBLIC HEARING - APPLICANT: NATIONAL HOMES CORPORATION - OWNER: NEVADA MANAGEMENT HOLDING COMPANY, LLC - Request for a Site Development Plan Review FOR A PROPOSED 21-UNIT SINGLE-FAMILY RESIDENTIAL SUBDIVISION on 7.02 acres at the southwest corner of Torrey Pines Drive and Azure Drive (APNs 125-26-203-002, 003, and 004), R-E (Residence Estates) Zone [PROPOSED: R-PD3 (Residential Planned Development - 3 Units Per Acre) Zone], Ward 6 (Ross). NOTE: The applicant has requested this item be held in abeyance to the 12-20-06 City Council Meeting. The Planning Commission (5-2 vote) and staff recommend APPROVAL
- 105.VAR-14193 - PUBLIC HEARING - APPLICANT/OWNER: RONALD J. WALKER - This is an appeal filed by the applicant from the denial by the Planning Commission of a request for a Variance TO ALLOW A PROPOSED NON-HABITABLE ACCESSORY STRUCTURE TO BE 4 FEET TALLER THAN THE MAIN DWELLING AND TO ALLOW THIS STRUCTURE TO BE 2,475 SQUARE FEET WHERE 1,613 SQUARE FEET IS PERMITTED on 0.54 acres at 1295 South Tenaya Way (APN 163-03-103-016), R-E (Residence Estates) Zone, Ward 2 (Wolfson). The Planning Commission (6-1 vote) and staff recommend DENIAL
- 106.SUP-14192 - PUBLIC HEARING - APPLICANT/OWNER: RONALD J. WALKER - This is an appeal filed by the applicant from the denial by the Planning Commission of a request for a Special Use Permit FOR A PROPOSED NON-HABITABLE ACCESSORY STRUCTURE TO BE 4 FEET TALLER THAN THE MAIN DWELLING at 1295 South Tenaya Way (APN 163-03-103-016), R-E (Residence Estates) Zone, Ward 2 (Wolfson). The Planning Commission (6-1 vote) and staff recommend DENIAL



- 107.VAR-14734 - PUBLIC HEARING - APPLICANT/OWNER: STEVEN PORTNOFF - This is an Appeal filed by the applicant from the denial by the Planning Commission of a request for a Variance TO ALLOW PROPOSED SIX FOOT HIGH BLOCK WALLS IN THE FRONT YARD WHERE FOUR FEET IS THE MAXIMUM HEIGHT ALLOWED on 0.63 acres located on the south side of O'Bannon Drive, approximately 140 feet west of Lisa Lane (APN 163-04-401-002), U [(Undeveloped) Zone, R (Rural) General Plan Designation], Ward 2 (Wolfson). The Planning Commission (7-0 vote) and staff recommend DENIAL
- 108.VAR-16769 - PUBLIC HEARING - APPLICANT/OWNER: STEVEN PORTNOFF - Request for a Variance TO ALLOW A PROPOSED SINGLE FAMILY DWELLING TO BE FIVE FEET FROM THE SIDE PROPERTY LINE WHERE 10 FEET IS THE MINIMUM SETBACK REQUIRED on 0.63 acres located on the south side of O'Bannon Drive, approximately 140 feet west of Lisa Lane (APN 163-04-401-002), U [(Undeveloped) Zone, R (Rural) General Plan Designation], Ward 2 (Wolfson). Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL
- 109.VAR-16505 - PUBLIC HEARING - APPLICANT/OWNER: ALVY COOK - Appeal filed by the applicant from the denial by the Planning Commission of a request for a Variance TO ALLOW A FIVE-FOOT REAR YARD SETBACK WHERE 15 FEET IS THE MINIMUM SETBACK REQUIRED FOR A PROPOSED ROOM ADDITION at 1117 Strong Drive (APN 162-05-511-005), R-1 (Single Family Residential) Zone, Ward 1 (Tarkanian). The Planning Commission (6-1 vote) and staff recommend DENIAL
- 110.RQR-17662 - PUBLIC HEARING - APPLICANT: CLEAR CHANNEL OUTDOOR - OWNER: JAY AND CAROL HARRISON - Required Six Month Review of an approved Variance (V-0023-89) WHICH ALLOWED A 40-FOOT TALL, 14-FOOT BY 48-FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGN 265 FEET FROM AN EXISTING OFF-PREMISE (BILLBOARD) SIGN (ACROSS CHARLESTON BOULEVARD), WHERE A 300 FOOT SEPARATION IS REQUIRED at 5301 West Charleston Boulevard (APN 163-01-501-011), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). Staff recommends APPROVAL
- 111.SUP-17404 - PUBLIC HEARING - APPLICANT/OWNER: CENTENNIAL HILLS CENTER, LLC. - Request for a Special Use Permit FOR A DRIVE-THROUGH FACILITY IN CONJUNCTION WITH A BANK WITHIN A PROPOSED SHOPPING CENTER on 4.49 acres at the northwest corner of Durango Drive and Grand Montecito Parkway, (APN 125-29-601-002 and 020), TC (Towncenter) Zone [SC-TC (Service Commercial - Town Center) Special Land Use Designation], Ward 6 (Ross). The Planning Commission (7-0 vote) and staff recommend APPROVAL
- 112.SUP-17405 - PUBLIC HEARING - APPLICANT/OWNER: CENTENNIAL HILLS CENTER, LLC. - Request for a Special Use Permit FOR A DRIVE-THROUGH FACILITY WITHIN THE WEST PORTION OF A PROPOSED SHOPPING CENTER on 4.49 acres at the northwest corner of Durango Drive and Grand Montecito Parkway, (APN 125-29-601-002 and 020), TC (Towncenter) Zone [SC-TC (Service Commercial - Town Center) Special Land Use Designation], Ward 6 (Ross). The Planning Commission (7-0 vote) and staff recommend APPROVAL
- 113.SDR-16952 - PUBLIC HEARING - APPLICANT/OWNER: CENTENNIAL HILLS CENTER, LLC - Request for a Site Development Plan Review FOR A 42,500 SQUARE FOOT SHOPPING CENTER on 4.49 acres at the northwest corner of Durango Drive and Grand Montecito Parkway, (APN 125-29-601-002 and 020), TC (Towncenter) Zone [SC-TC (Service Commercial - Town Center) Special Land Use Designation], Ward 6 (Ross). The Planning Commission (7-0 vote) and staff recommend APPROVAL
- 114.SUP-16750 - PUBLIC HEARING - APPLICANT: DOUG HERMANSEN - OWNER: CHARLESTON HEIGHTS DEVELOPMENT, LLC - Request for a Special Use Permit FOR A MASSAGE ESTABLISHMENT WITH WAIVERS OF THE 400 FOOT DISTANCE SEPARATION REQUIREMENT FROM A RESIDENTIAL USE AND THE 1000 FOOT DISTANCE SEPARATION REQUIREMENT FROM ANOTHER MASSAGE ESTABLISHMENT at 6800 West Cheyenne Avenue (APN 138-10-816-007), C-1 (Limited Commercial) Zone, Ward 4 (Brown). The Planning Commission (7-0 vote) and staff recommend APPROVAL
- 115.SUP-16911 - PUBLIC HEARING - APPLICANT: FL SMITH, LLC - OWNER: FORT APACHE COMMONS LTD, LLC - Request for a Special Use Permit FOR A BEER/WINE/COOLER OFF-SALE ESTABLISHMENT at 1101 South Fort Apache Road (APN 163-05-110-006), C-1 (Limited Commercial) Zone, Ward 2 (Wolfson). The Planning Commission (7-0 vote) and staff recommend APPROVAL

- 116.RQR-17664 - PUBLIC HEARING - APPLICANT/OWNER: D.R. HORTON, INC. - Required One Year Review of an approved Special Use Permit (SUP-9447) WHICH ALLOWED A TEMPORARY REAL ESTATE SALES OFFICE WITH AN UNPAVED LOT adjacent to the southwest corner of Horse Drive and Fort Apache Road (APN 125-08-327-050 thru 055), R-PD6 (Residential Planned Development - 6 Units per Acre) Zone, Ward 6 (Ross). Staff recommends APPROVAL
- 117.SDR-16919 - PUBLIC HEARING - APPLICANT /OWNER: CHARLESTON & JONES LLC - Request for a Site Development Plan Review and a Waiver of the Perimeter Landscape Buffering Requirement FOR THE CONVERSION OF A 192-UNIT APARTMENT COMPLEX TO A CONDOMINIUM DEVELOPMENT on 7.41 acres at 5905 West Charleston Boulevard (APN 163-01-102-038), R-E (Residence Estates) and C-2 (General Commercial) under Resolution of Intent to R-3 (Medium Density Residential) Zone, Ward 1 (Tarkanian). NOTE: No Waiver is necessary. The Planning Commission (7-0 vote) and staff recommend APPROVAL
- 118.ROC-17649 - PUBLIC HEARING - APPLICANT: JAY MARTIN - OWNER: THOMAS A. VAN KEMPEN II - Request for a Review of Condition Number 4 of an approved Site Development Plan Review (SDR-13496) TO REMOVE THE CONDITION REQUIRING A PHASING PLAN for an existing school at 3900 East Bonanza Road (APN 140-30-401-011), C-V (Civic) Zone, Ward 3 (Reese). Staff recommends DENIAL
- 119.ROC-17677 - PUBLIC HEARING - APPLICANT: ANIMAL FOUNDATION - OWNER: CITY OF LAS VEGAS - Request for a Review of Condition Number 1 of an approved Site Development Plan Review (SDR-6883) TO ALLOW TEMPORARY STRUCTURE NUMBER 2 LOCATED ON THE CORNER OF HARRIS STREET AND MANNING STREET TO BE ALLOWED TO REMAIN FOR TWO ADDITIONAL YEARS on 8.39 acres at the southwest corner of Mojave Road and Harris Avenue (APN 139-25-405-008), C-V (Civic) Zone, Ward 3 (Reese). NOTE: The applicant has requested this item be held in abeyance to the 12-20-06 City Council Meeting. Staff recommends DENIAL

#### **SET DATE**

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

#### **CITIZENS PARTICIPATION**

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

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

City Clerk's Bulletin Board, City Hall Plaza, 2<sup>nd</sup> Floor Skybridge  
Bulletin Board, City Hall Plaza, (next door to Metro Records)  
Las Vegas Library, 833 Las Vegas Boulevard North  
Clark County Government Center, 500 S. Grand Central Parkway  
Grant Sawyer Building, 555 E. Washington Avenue

STATE OF NEVADA)  
                                ) ss  
COUNTY OF CLARK)

Paula Clark  
SIGNATURE

 **CARMEL M. VIADO**  
Notary Public State of Nevada  
No. 06-107821-1  
My appt. exp. July 18, 2010



STATE OF NEVADA)  
                                ) ss  
COUNTY OF CLARK)

Paula Clark  
SIGNATURE

30 day of November, 2006

 **CARMEL M. VIADO**  
Notary Public State of Nevada  
No. 06-107821-1  
My appt. exp. July 18, 2010



**AGENDA SUMMARY PAGE**  
**CITY COUNCIL MEETING OF: DECEMBER 6, 2006**

**SUBJECT:**  
CALL TO ORDER

Minutes:

MAYOR GOODMAN called the meeting to order at 9:05 a.m.

PRESENT: MAYOR GOODMAN and COUNCILMEMBERS REESE, WEEKLY, WOLFSON, and TARKANIAN

EXCUSED: COUNCILMEMBERS BROWN and ROSS (attending National League of Cities in Reno)

Also Present: CITY MANAGER DOUG SELBY, DEPUTY CITY MANAGER STEVE HOUCHENS, DEPUTY CITY MANAGER ELIZABETH FRETWELL, DEPUTY CITY MANAGER ORLANDO SANCHEZ, CITY ATTORNEY BRAD JERBIC, DEPUTY CITY ATTORNEY BRYAN SCOTT, DEPUTY CITY ATTORNEY JAMES B. LEWIS (P.M. Session) and CITY CLERK BARBARA JO RONEMUS



**AGENDA SUMMARY PAGE**  
**CITY COUNCIL MEETING OF: DECEMBER 6, 2006**

**SUBJECT:**

ANNOUNCEMENT RE: COMPLIANCE WITH OPEN MEETING LAW

Minutes:

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





**AGENDA SUMMARY PAGE**  
**CITY COUNCIL MEETING OF: DECEMBER 6, 2006**

**SUBJECT:**

INVOCATION - DOCTOR-PASTOR ANNE JONES, LIFE CHRISTIAN CENTER

**Minutes:**

DOCTOR-PASTOR ANNE JONES, Life Christian Center, gave the invocation.



**AGENDA SUMMARY PAGE**  
**CITY COUNCIL MEETING OF: DECEMBER 6, 2006**

**SUBJECT:**

PLEDGE OF ALLEGIANCE

Minutes:

MAYOR GOODMAN led the audience in the Pledge.



**AGENDA SUMMARY PAGE**  
**CITY COUNCIL MEETING OF: DECEMBER 6, 2006**

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**DEPARTMENT: OFFICE OF COMMUNICATIONS**

**DIRECTOR: DAVID RIGGLEMAN**

**SUBJECT:**

RECOGNITION OF THE TEAM OF THE QUARTER

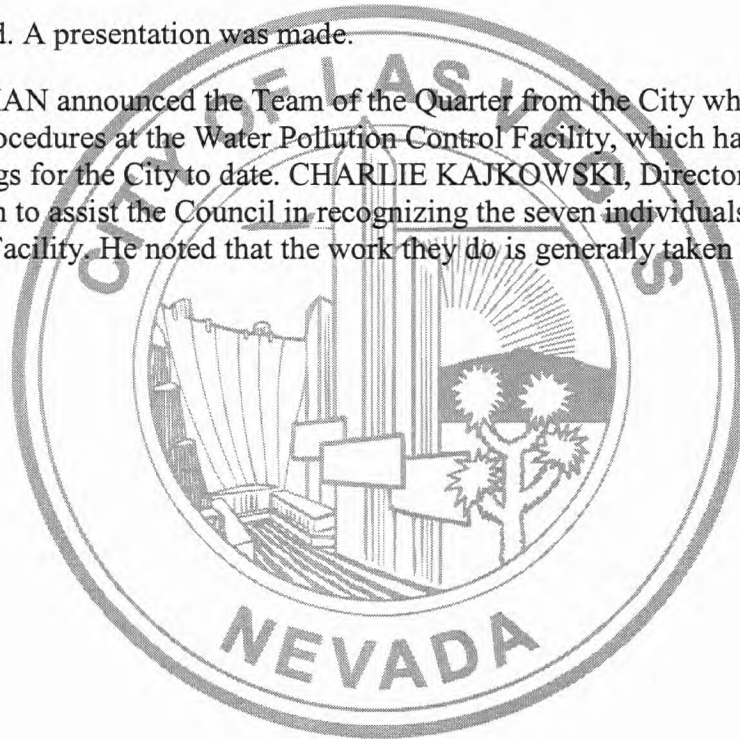
**BACKUP DOCUMENTATION:**

Submitted at meeting - Copy of T.E.A.M. Certificate of Achievement for Keith Hedge, Tim Bowden, Art Seifert, Lou Mondschein, Tim Giblin, Mike Balthazor and Harvey Starrett

Minutes:

No motion required. A presentation was made.

MAYOR GOODMAN announced the Team of the Quarter from the City who created guidelines and streamlined procedures at the Water Pollution Control Facility, which has resulted in a \$31,000 cost savings for the City to date. CHARLIE KAJKOWSKI, Director of Public Works, came to the podium to assist the Council in recognizing the seven individuals from the Water Pollution Control Facility. He noted that the work they do is generally taken for granted.





City of Las Vegas  
**T.E.A.M.**

**Together Everyone Achieves More**

**IN RECOGNITION OF YOUR TEAM'S CONTRIBUTION  
TO THE ACHIEVEMENT OF THE CITY'S MISSION:**

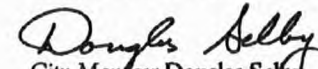
*"To provide residents, visitors, and the business community with the highest quality municipal services in an efficient, courteous manner and to enhance the quality of life through planning and visionary leadership."*

**We are pleased to present this award to**

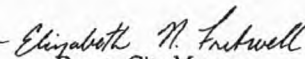
**Keith Hedge**

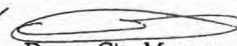
**December 6, 2006**

  
Mayor Oscar B. Goodman

  
City Manager Douglas Selby

  
Deputy City Manager  
Steven Houchens

  
Deputy City Manager  
Elizabeth Fretwell

  
Deputy City Manager  
Orlando Sanchez





City of Las Vegas  
**T.E.A.M.**

**Together Everyone Achieves More**

**IN RECOGNITION OF YOUR TEAM'S CONTRIBUTION  
TO THE ACHIEVEMENT OF THE CITY'S MISSION:**

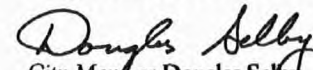
*"To provide residents, visitors, and the business community with the highest quality municipal services in an efficient, courteous manner and to enhance the quality of life through planning and visionary leadership."*

We are pleased to present this award to

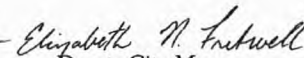
**Tim Bowden**

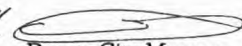
**December 6, 2006**

  
Mayor Oscar B. Goodman

  
City Manager Douglas Selby

  
Deputy City Manager  
Steven Houchens

  
Deputy City Manager  
Elizabeth Fretwell

  
Deputy City Manager  
Orlando Sanchez



City of Las Vegas  
**TEAM.**

**Together Everyone Achieves More**

**IN RECOGNITION OF YOUR TEAM'S CONTRIBUTION  
TO THE ACHIEVEMENT OF THE CITY'S MISSION:**

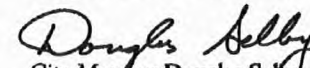
*"To provide residents, visitors, and the business community with the highest quality municipal services in an efficient, courteous manner and to enhance the quality of life through planning and visionary leadership."*

**We are pleased to present this award to**

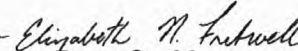
**Art Seifert**

**December 6, 2006**

  
Mayor Oscar B. Goodman

  
City Manager Douglas Selby

  
Deputy City Manager  
Steven Houchens

  
Deputy City Manager  
Elizabeth Fretwell

  
Deputy City Manager  
Orlando Sanchez



City of Las Vegas  
**T.E.A.M.**

**Together Everyone Achieves More**

**IN RECOGNITION OF YOUR TEAM'S CONTRIBUTION  
TO THE ACHIEVEMENT OF THE CITY'S MISSION:**

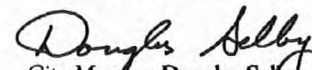
*"To provide residents, visitors, and the business community with the highest quality municipal services in an efficient, courteous manner and to enhance the quality of life through planning and visionary leadership."*

We are pleased to present this award to

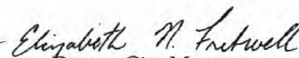
**Lou Mondscheim**

**December 6, 2006**

  
Mayor Oscar B. Goodman

  
City Manager Douglas Selby

  
Deputy City Manager  
Steven Houchens

  
Deputy City Manager  
Elizabeth Fretwell

  
Deputy City Manager  
Orlando Sanchez



City of Las Vegas  
**T.E.A.M.**

**Together Everyone Achieves More**

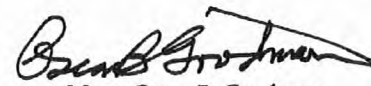
**IN RECOGNITION OF YOUR TEAM'S CONTRIBUTION  
TO THE ACHIEVEMENT OF THE CITY'S MISSION:**

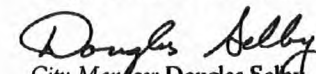
*"To provide residents, visitors, and the business community with the highest quality municipal services in an efficient, courteous manner and to enhance the quality of life through planning and visionary leadership."*

We are pleased to present this award to

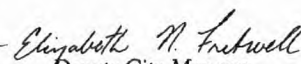
**Tim Giblin**

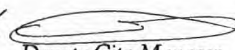
**December 6, 2006**

  
Mayor Oscar B. Goodman

  
City Manager Douglas Selby

  
Deputy City Manager  
Steven Houchens

  
Deputy City Manager  
Elizabeth Fretwell

  
Deputy City Manager  
Orlando Sanchez





City of Las Vegas  
**TEAM.**

**Together Everyone Achieves More**

**IN RECOGNITION OF YOUR TEAM'S CONTRIBUTION  
TO THE ACHIEVEMENT OF THE CITY'S MISSION:**

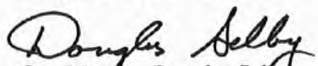
*"To provide residents, visitors, and the business community with the highest quality municipal services in an efficient, courteous manner and to enhance the quality of life through planning and visionary leadership."*

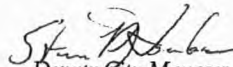
We are pleased to present this award to

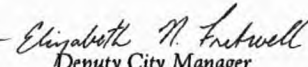
**Mike Balthazor**

**December 6, 2006**

  
Mayor Oscar B. Goodman

  
City Manager Douglas Selby

  
Deputy City Manager  
Steven Houchens

  
Deputy City Manager  
Elizabeth Fretwell

  
Deputy City Manager  
Orlando Sanchez



City of Las Vegas  
**T.E.A.M.**

**Together Everyone Achieves More**

**IN RECOGNITION OF YOUR TEAM'S CONTRIBUTION  
TO THE ACHIEVEMENT OF THE CITY'S MISSION:**

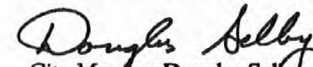
*"To provide residents, visitors, and the business community with the highest quality municipal services in an efficient, courteous manner and to enhance the quality of life through planning and visionary leadership."*

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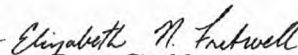
**Harvey Starrett**

**December 6, 2006**

  
Mayor Oscar B. Goodman

  
City Manager Douglas Selby

  
Deputy City Manager  
Steven Houchens

  
Deputy City Manager  
Elizabeth Fretwell

  
Deputy City Manager  
Orlando Sanchez

**AGENDA SUMMARY PAGE**  
**CITY COUNCIL MEETING OF: DECEMBER 6, 2006**

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**DEPARTMENT: OFFICE OF COMMUNICATIONS**

**DIRECTOR: DAVID RIGGLEMAN**

**SUBJECT:**

RECOGNITION OF CENTENARIAN LEROY LEWIS

**BACKUP DOCUMENTATION:**

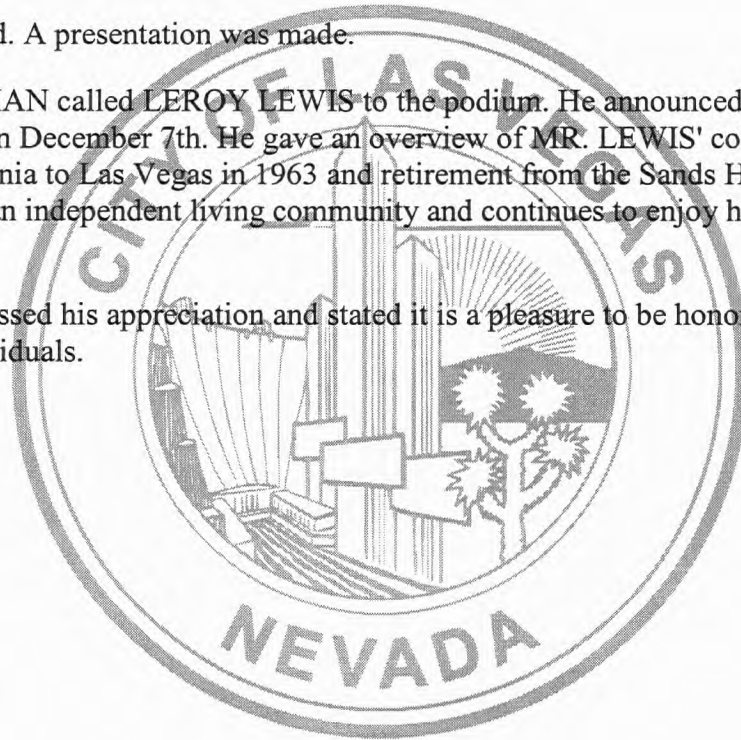
Submitted at meeting - Copy of Proclamation declaring December 7, 2006, to be Leroy Lewis Day

Minutes:

No motion required. A presentation was made.

MAYOR GOODMAN called LEROY LEWIS to the podium. He announced that MR. LEWIS' 104th birthday is on December 7th. He gave an overview of MR. LEWIS' colorful life, including moving from Virginia to Las Vegas in 1963 and retirement from the Sands Hotel. He lives in his own apartment in an independent living community and continues to enjoy his family and music.

MR. LEWIS expressed his appreciation and stated it is a pleasure to be honored by such distinguished individuals.



# *From the office of the Mayor* **Proclamation**

- Whereas;** Leroy Lewis was born in Danville, Virginia on December 7, 1902 to Henry and Susan Lewis; and
- Whereas;** Leroy married his loving wife Thelma in 1946. They had a son named Robert; and
- Whereas;** in 1963, Leroy and Thelma moved to Las Vegas with their son Robert and made a home for themselves; and
- Whereas;** Leroy worked as a pastry chef for 40 years. He retired in 1968 from the Sands Hotel in Las Vegas; and
- Whereas;** in 1998, Leroy moved to Sierra Oaks of Las Vegas, an independent retirement community for seniors. He continues to reside in his own apartment; and
- Whereas;** Leroy enjoys music, visiting with family and friends, and Happy Hour every Friday; now
- Therefore;** I, THE MAYOR OF THE CITY OF LAS VEGAS, COUNTY OF CLARK, STATE OF NEVADA, HEREBY PROUDLY PROCLAIM DECEMBER 7, 2006, TO BE:

## **Leroy Lewis Day**

IN THE CITY OF LAS VEGAS AND ASK ALL CITIZENS TO ACKNOWLEDGE LEROY LEWIS AS HE CELEBRATES HIS 104<sup>TH</sup> BIRTHDAY. HAPPY BIRTHDAY!



***In Witness Whereof:***  
***BY THE POWERS GRANTED TO ME,***  
***I HAVE HEREUNTO SET MY HAND***



**AGENDA SUMMARY PAGE**  
**CITY COUNCIL MEETING OF: DECEMBER 6, 2006**

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**DEPARTMENT: OFFICE OF COMMUNICATIONS**

**DIRECTOR: DAVID RIGGLEMAN**

**SUBJECT:**

RECOGNITION OF THE YOUTH COUNCIL OFFICERS FROM THE BATTERIES  
INCLUDED PROGRAM

Minutes:

The presentation was not made.



**AGENDA SUMMARY PAGE**  
**CITY COUNCIL MEETING OF: DECEMBER 6, 2006**

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**DEPARTMENT: OFFICE OF COMMUNICATIONS**

**DIRECTOR: DAVID RIGGLEMAN**

**SUBJECT:**

RECOGNITION OF THE ALPHA PHI ALPHA FRATERNITY 100TH ANNIVERSARY

**BACKUP DOCUMENTATION:**

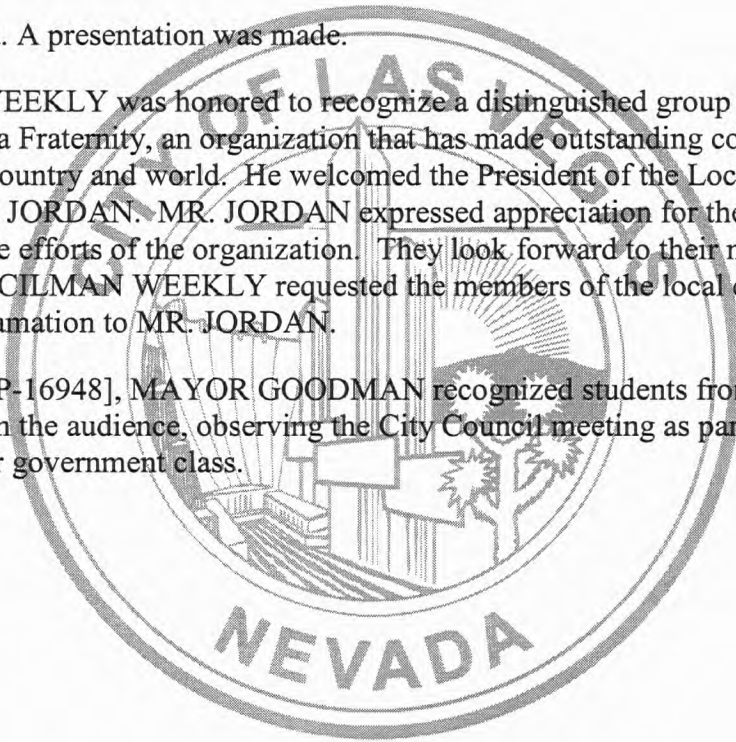
Submitted at meeting - Copy of Proclamation declaring December 4, 2006, Alpha Phi Alpha Fraternity Day

Minutes:

No motion required. A presentation was made.

COUNCILMAN WEEKLY was honored to recognize a distinguished group of gentlemen from the Alpha Phi Alpha Fraternity, an organization that has made outstanding contributions to the community, state, country and world. He welcomed the President of the Local Chapter, RODNEY JORDAN. MR. JORDAN expressed appreciation for the recognition and outlined some of the efforts of the organization. They look forward to their next centennial celebration. COUNCILMAN WEEKLY requested the members of the local chapter stand and presented the proclamation to MR. JORDAN.

Under Item 85 [SUP-16948], MAYOR GOODMAN recognized students from Valley High School, who were in the audience, observing the City Council meeting as part of their assignment for their government class.



# PROCLAMATION

**WHEREAS;** Since its founding on December 4, 1906, Alpha Phi Alpha Fraternity, Inc. has supplied voice and vision to the struggle of African-Americans and people of color around the world; and

**WHEREAS;** Alpha Phi Alpha, the first intercollegiate Greek-letter fraternity established for African-Americans, was founded at Cornell University in Ithaca, New York by seven college men who recognized the need for a strong bond of Brotherhood among African descendants in this country; and

**WHEREAS;** The Jewel founders and early leaders of the fraternity succeeded in laying a firm foundation for Alpha Phi Alpha's principles of scholarship, fellowship, good character, and the uplifting of humanity; and

**WHEREAS;** While continuing to stress academic excellence among its members, Alpha also recognized the need to help correct the educational, economic, political, and social injustices faced by African-Americans;

**THEREFORE;** In recognition of the Alpha Phi Alpha legacy, the Mayor and Las Vegas City Council hereby proclaims

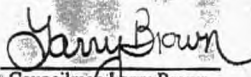
December 4, 2006

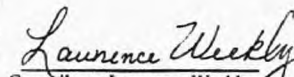
## Alpha Phi Alpha Fraternity Day

In the City of Las Vegas

  
Mayor Oscar B. Goodman

  
Mayor Pro Tem Gary Reese

  
Councilman Larry Brown

  
Councilman Lawrence Weekly

  
Councilman Steve Wolfson

  
Councilwoman Lois Tarkanian

  
Councilman Steven D. Ross



**AGENDA SUMMARY PAGE**  
**CITY COUNCIL MEETING OF: DECEMBER 6, 2006**

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**DEPARTMENT: CITY CLERK**

**DIRECTOR: BARBARA JO RONEMUS**

☐ Consent ☒ Discussion

**SUBJECT:**

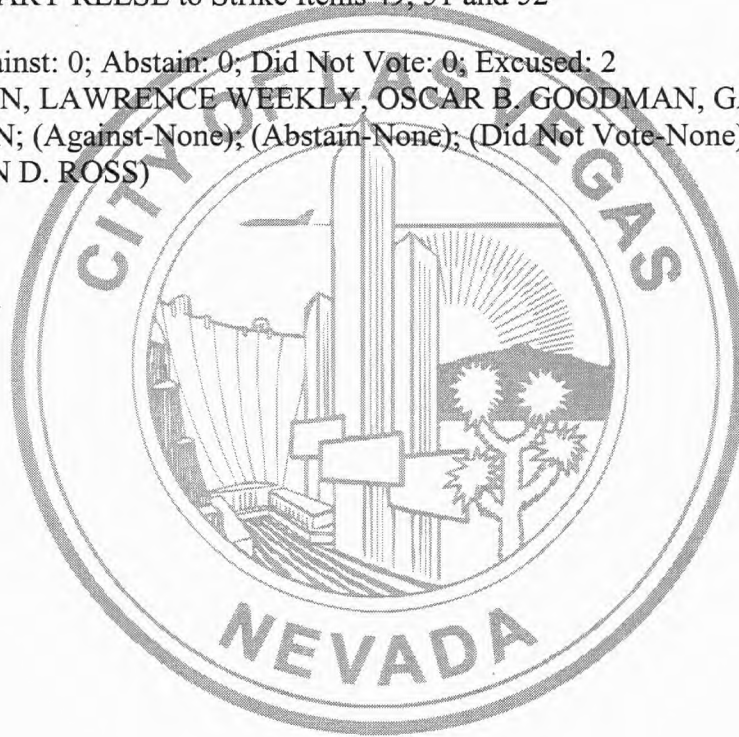
**BUSINESS ITEMS:**

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

Motion made by GARY REESE to Strike Items 49, 51 and 52

Passed For: 5; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 2

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





**AGENDA SUMMARY PAGE**  
**CITY COUNCIL MEETING OF: DECEMBER 6, 2006**

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**DEPARTMENT: CITY CLERK**

**DIRECTOR: BARBARA JO RONEMUS**

☐ Consent ☒ Discussion

**SUBJECT:**

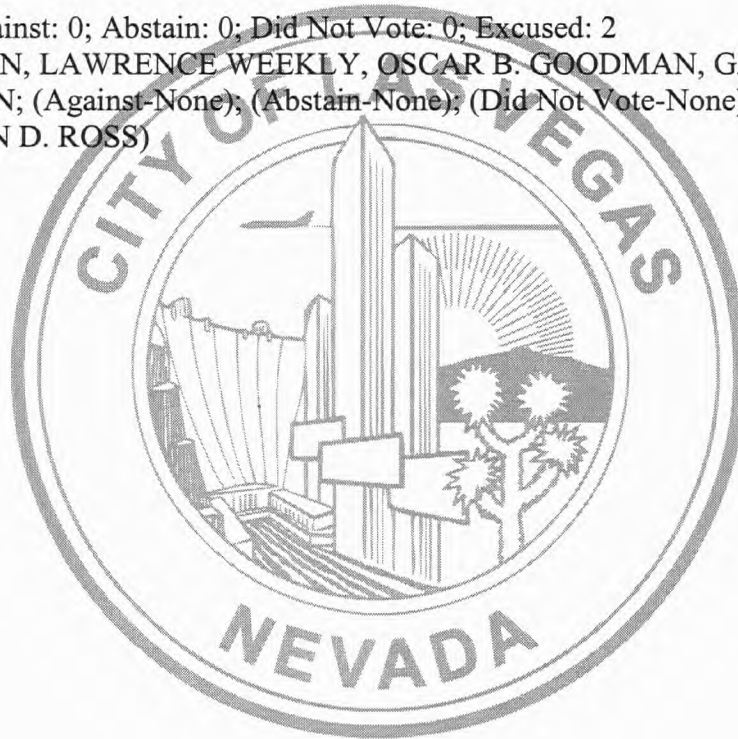
**BUSINESS ITEMS:**

Approval of the Final Minutes by reference of the regular City Council meeting of October 18, 2006

Motion made by GARY REESE to Approve by Reference

Passed For: 5; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 2

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



**AGENDA SUMMARY PAGE**  
**CITY COUNCIL MEETING OF: DECEMBER 6, 2006**

**DEPARTMENT:** CITY MANAGER  
**DIRECTOR:** DOUGLAS A. SELBY

☒ Consent ☐ Discussion

**SUBJECT:**  
ADMINISTRATIVE:

Approval of the Memorandum of Understanding between the City of Las Vegas and the Commission for the Las Vegas Centennial for the Centennial Time Capsule Project

**Fiscal Impact**

☐

No Impact

☐

Augmentation Required

☐

Budget Funds Available

**Amount:**

**Funding Source:**

**Dept./Division:**

**PURPOSE/BACKGROUND:**

The Commission for the Las Vegas Centennial (Centennial Commission) has requested that the City, on behalf of the City of Las Vegas Arts Commission (LVAC), administrate the design, construction and maintenance of a work of art for the Centennial time Capsule.

The Centennial Commission will provide grant funding for the project in the amount of \$150,000 with the understanding that, upon completion, the City will own the project and the LVAC will maintain the project.

**RECOMMENDATION:**

Approval of the Memorandum of Understanding between the City of Las Vegas, on behalf of the City of Las Vegas Arts Commission and the Commission for the Las Vegas Centennial.

**BACKUP DOCUMENTATION:**

Memorandum of Understanding between City of Las Vegas and the Commission for the Las Vegas Centennial for the Time Capsule Project

Motion made by GARY REESE to Approve Items 11 through 42 as recommended

Passed For: 5; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 2

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

**MEMORANDUM OF UNDERSTANDING BETWEEN CITY OF LAS VEGAS  
AND THE COMMISSION FOR THE LAS VEGAS CENTENNIAL  
FOR THE TIME CAPSULE PROJECT**

THIS MEMORANDUM OF UNDERSTANDING is made and entered into this 6<sup>TH</sup> day of December, 2006, by and between the COMMISSION FOR THE LAS VEGAS CENTENNIAL, a Nevada non-profit corporation ("Commission") and CITY OF LAS VEGAS on behalf of the City of Las Vegas Arts Commission ("City").

**RECITALS**

WHEREAS, the Commission desires to establish certain public artwork, specifically a time capsule structure which memorializes the historical and cultural significance of the centennial anniversary of the founding of the City of Las Vegas ("Project");

WHEREAS, the City desires to facilitate the Project by administering the design, construction and maintenance of the Project which will be located at Centennial Plaza in downtown Las Vegas; and

WHEREAS, the Commission has allocated certain Centennial Grant funds for the design and construction of the Project which will provide a historical monument in the city of Las Vegas.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

**ARTICLE I  
IMPROVEMENTS AND GRANT FUNDS**

**1.1 Grant of Funds.** Subject to the terms of this MOU, the Commission hereby agrees to provide to City a grant in the total amount of One Hundred Fifty Thousand and 00/100 Dollars (\$150,000.00) (the "Centennial Grant") to be used for design and construction of the Project and its improvements (collectively the "Improvements"). The Centennial Grant to be provided to the City may be used on any qualified development costs in furtherance of the Improvements, including, but not limited to, predevelopment costs for artists, consultants, studies and other related expenses for the Improvements.

**1.2 Improvements.** City represents and covenants that it is the owner of the Improvements and shall be responsible for the design, construction and maintenance of the Improvements. The Commission has and will continue to work with the City on the implementation of the Project. Following completion of the Improvements, title to the Improvements, will continue to be vested in the name of the City.

**1.3 City and Other Governmental Permits.** At such time as required by law, City shall, at its expense, secure or cause to be secured any and all required permits and pay any and

all fees which may be required by the City or any other governmental agency affected by the design, construction and maintenance of the Improvements.

**1.4 Rights of Access.** For the purposes of assuring compliance with this MOU, representatives of the Commission shall have reasonable access to any area where the work for the Improvements is taking place without charge or fee and at normal business hours during the period of the Improvements work, including, but not limited to, the inspection of the work being performed for the Improvements.

**1.5 Local, State and Federal Laws.** City shall carry out the design, construction and maintenance of the Improvements, or cause such work to be carried out, in conformity with all applicable laws, including, without limitation, all applicable federal and state labor standards, safety and environmental laws.

**1.6 Funding.** The Commission shall provide the City with the Centennial Grant of One Hundred Fifty Thousand and 00/100 Dollars (\$150,000.00) to be utilized by the City in the work of the Improvements. The Commission shall provide the Centennial Grant Funds to the City, provided that the City complies with the requirements of this MOU. The Commission shall not provide any additional funding of the Improvements other than the Centennial Grant, unless approved by the Commission.

**1.7 City Funding Requests.** When the City is in need of funds to be provided from the Centennial Grant, City shall furnish the Executive Director with a requisition for the expenditure, which shows the amount, a description of the Improvements completed, copies of related invoices and a statement from the City that the work was completed. The Executive Director will during the next succeeding fifteen (15) business days review the disbursement request and the work (if applicable) performed to see if it complies with this Agreement. If the payment should be so made, the Executive Director shall approve the request and issue a check directly to the vendor listed on the invoice or have the amount requested transferred to the City.

**1.8 Cost Overruns.** Except if agreed to in writing by the Commission, if the cost of the Improvements, or any portion thereof, exceeds the amounts set forth in the City's contracts for the Improvements, City shall pay the amount of the excess from the City's own funds or any other funds obtained by the City or pledged to the City to pay any such excess, so long as such excess amounts are not paid from the Centennial Grant Funds.

**1.9 Term.** The Centennial Grant provided herein shall be available to be disbursed to the City for a period of three (3) years from the date of this MOU ("Effective Date"). Except for any provisions which survive the expiration or termination of this MOU, this MOU shall terminate upon the satisfactory completion of those Improvements to be funded by the Centennial Grant or the third anniversary from the Effective Date, whichever occurs first.



## **ARTICLE II MISCELLANEOUS COVENANTS**

**2. Inspections and Reviews.** The City covenants that it will allow the Commission to inspect its books and records pertaining to the Improvements and this MOU at all reasonable times and upon reasonable notice.

## **ARTICLE III DEFAULTS**

**3.1 Events of Default.** Each of the following shall be deemed an "Event of Default" under this MOU.

A. Any party to this MOU fails to pay an amount under this Agreement when due.

B. Any party to this MOU fails to perform any of its duties or obligations hereunder or to abide by any covenant or representation contained in this MOU.

C. A party to this MOU is dissolved or liquidated without the prior written consent of the other party to this MOU.

D. The entry of a decree or order for relief by a court having jurisdiction in respect of any party in an involuntary case under the Federal bankruptcy laws, or any other applicable Federal or state insolvency or similar laws, or appointing a receiver, liquidator, assignee, custodian, trustee, or similar official for any party to this MOU, or ordering the winding up or liquidation of the affairs of any party to this MOU, and the continuance of that decree or order unstayed and in effect for a period of 90 consecutive days.

E. The commencement by any party to this MOU of a voluntary case under the Federal bankruptcy laws or other applicable Federal or state insolvency or other similar laws, or the consent by a party to this MOU to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian or similar official for or of any substantial part of the property of such party.

Notwithstanding the provisions stated above, no default, including one of the above described defaults, shall constitute an Event of Default unless one or more of the other parties to this MOU gives the defaulting party to this MOU notice in writing of the default and such default remains uncured for a period of thirty (30) days if the default is capable of cure. If such default is capable of cure, but not within thirty (30) days, it shall not be an Event of Default if the defaulting party commences to cure the same within the above-referenced thirty (30) day period and prosecutes such cure to completion with all due diligence.

### **3.2 Remedies for Default.**

**A. Remedies of Commission.** If the City is the defaulting party, and an Event of Default has occurred, the City shall be entitled to exercise all rights that it has under the terms of this MOU and may withhold further funding. In addition, subject to Section 4.5 of this MOU, upon an Event of Default by the City, the Commission shall have the right to bring any suit, action or proceeding at law or in equity to enforce its rights under the provisions of this MOU and to require that the City carry out the agreements that it has made hereunder. The suit may be for specific performance, for damages, or for both, and the Commission may also, by action in equity, enjoin any acts or things which are unlawful or in violation of the Commission's rights under this MOU.

**B. Remedies of City.** Subject to Section 4.5, in the Event of a Default by the Commission hereunder, the City shall be entitled to bring a lawsuit at law or in equity seeking damages from the Commission on account of the breach, and the City shall also be entitled to bring a lawsuit for specific performance to order the Commission to comply with its duties under this MOU, or bring an action for an injunction to enjoin acts of the Commission which may be unlawful or in violation of the rights of the City under this MOU.

**3.3 Mutual Remedies.** In addition to the remedies stated in Sections 3.1 and 3.2 of this MOU, the Commission and the City shall have all other rights and remedies afforded them by law or in equity for the enforcement of this MOU if an Event of Default has occurred and one of the other parties is the defaulting party. Subject to Section 4.5, no right or remedy conferred by this MOU is intended to be exclusive of any other right or remedy, and each and every said right or remedy is cumulative in addition to any other right or remedy given under this MOU or now or hereafter existing at law or in equity, or by statute.

**3.4 No Implied Waivers.** The delay or omission of any party in exercising any right or power accruing upon any event of default hereunder shall not exhaust or impair any such right or power, and shall not be construed to be a waiver of any such default or acquiescence therein. Every power or remedy given by this MOU or at law or in equity may be exercised from time to time and in any manner as may be deemed expedient.

**3.5 Effect of Waiver.** No waiver of any individual default hereunder by any party shall extend toward any subsequent or other event of default hereunder, or shall impair any rights or remedies for any such subsequent or other event of default hereunder.

## **ARTICLE IV MISCELLANEOUS**

### **4.1 Indemnification.**

A. Subject to the limitation of NRS Chapter 41, the City agrees to protect and indemnify and hold the Commission, its directors, officers and employees and agents and each of them, harmless from and against any and all claims, losses, expenses, suits, actions, decrees,

judgments, awards, attorneys' fees, and court costs which the Commission, its directors, officers, employees or agents or any combination thereof may suffer or which may be sought against or recovered or obtained from the them as a result of or by reason of or arising out of or in consequence of (i) the rehabilitation, restoration, construction, operation or maintenance of the Improvements pursuant to this MOU by such indemnifying party (including, without limitation, any claims of any business located on or adjacent to the area in which the Improvements are to be constructed or the owner of any such business or of the property on which the business is located that the manner of construction, operation, or maintenance of the Improvements by such indemnifying party unreasonably interferes with the business or property or constitutes an inverse condemnation of all or a part of that business or property), (ii) any environmental or hazardous waste condition hereafter existing on any of the property which is a part of the Improvements project under the control of such indemnifying party which was caused by the action of the City, or any contractor, subcontractor, agent, licensee or anyone who is directly employed by the City, or any of its contractors, subcontractors or agents, in connection with the Improvements, or (iii) any act or omission, negligent or otherwise, of the City, or any of its contractors, subcontractors, agents, licensees or anyone who is directly employed by the City, or any of its contractors, subcontractors, agents or licensees, in connection with the Improvements.

B. The City agrees that it shall at its sole cost and expense defend the Commission, its directors, officers, employees and agents and each of them in any suit or action for which the City has agreed to indemnify the Commission, its directors, officers, employees or agents. The Commission shall promptly notify the City of any claim made against it for which it may seek indemnification and shall fully cooperate with the City in the defense and/or settlement thereof. If the City fails to defend the Commission as herein provided, the Commission shall have the right but not the obligation to defend the same and charge all of the direct or incidental costs of such defense, including, without limitation, any attorneys' fees or court costs to, and recover the same from, the City.

C. No indemnification is required to be paid by the City for any claim, loss or expense arising from the willful misconduct or gross negligence of the Commission or its directors, officers or employees.

D. The provisions of this Section 4.1 shall survive the termination of this MOU for a period of twelve (12) months thereafter. It is not intended by the parties hereto that the indemnification provided in this Section 4.1 revive any claim of, or extend, any statute of limitations, which has run or expired against any party or third party.

**4.2 No Third-Party Beneficiaries.** None of the provisions of this MOU is intended to, and none shall, constitute the general public, any member thereof, or any other person a beneficiary or third party beneficiary hereunder or to authorize anyone who is not a party to this MOU to maintain any suit for personal injuries, other damage, or any other cause of action, pursuant to this MOU.

**4.3 Delay of Performance.** The parties' respective obligations hereunder are subject to the following:



**A. Force Majeure.** In the event timely performance is prevented by an occurrence beyond the control of and without the fault of the party that is required to perform (financial inability excepted), such as, but not limited to, an act of God, the act of war, flood, earthquake, labor dispute, governmental regulations (other than existing applications of existing regulations of which the parties could reasonably be expected to be aware on the date hereof) or control and shortage of materials, the time in which performance is required to occur shall be continued for a reasonable period of time, not less than the number of days the party was delayed by the occurrence.

**B. Reasonable Requests for Extension.** If the party expected to perform reasonably requests an extension of time to perform, that request will not be unreasonably denied. This clause shall not apply to any delay exceeding one (1) year from the date for performance specified herein.

**4.4 Contract Interpretation.** All questions concerning interpretation or clarification of this Agreement will be resolved if possible by the representatives of the Commission and the City administering this Agreement. If those parties are unable to resolve the question, any party to this Agreement involved in such dispute may request in writing a meeting of the City Manager of the City, and the Executive Director or designee to attempt to resolve the question. The parties involved in such dispute agree to use their best efforts to cause those individuals to meet within five (5) days of a request. If there is no resolution to the question within ten (10) days after such request any party involved in such dispute may request binding arbitration as provided in Section 4.5.

**4.5 Arbitration.** All claims, disputes, or other questions that may arise between the Commission and the City concerning any provision or provisions of this MOU which cannot otherwise be settled and which have not been waived, must be submitted to and be finally settled by binding arbitration in the manner set forth in this Section. After expiration of the ten (10) day period referred to in Section 4.4, any party, by written notice to the other, may demand arbitration. The notice to arbitrate shall provide a complete statement of the nature of the claim and the amount of money in dispute, if known. The notice to arbitrate shall be null and void if received beyond the time allowed by law for the presentation of the claim to the Commission Board of Directors, if applicable, or filing of a lawsuit, whichever occurs first, presenting the same claims as those presented in the notice to arbitrate. Except as provided to the contrary in these provisions on arbitration, the arbitration shall be in conformity with and subject to applicable rules and procedures of the American Arbitration Association. If the American Arbitration Association is not then in existence or for any reason fails or refuses to act, the arbitration shall be in conformity with and subject to the provisions of the Nevada Uniform Arbitration Act as they stand amended at the time of the notice. The arbitrators shall be persons knowledgeable about the subject matter of the arbitration and they shall be bound by this Agreement. All arbitrators shall be impartial and unrelated, directly or indirectly, so far as employment of services is concerned, to any party. The Commission and the City shall pay one-half the cost of arbitration including, without limitation, arbitrators' fees. Within twenty (20) days after notice requiring arbitration, the Commission and the City shall appoint one arbitrator and give notice of the appointment to the other party included in the dispute. The two arbitrators shall choose a third arbitrator within ten (10) days after appointment of the second. If any party



fails to appoint an arbitrator, or if the two arbitrators fail to choose a third, the appointment shall be made by the then presiding judge of the Eighth Judicial District Court of the State of Nevada, acting in his or her individual and nonofficial capacity, on the application of any party involved in the dispute and on five (5) days' notice to the other parties involved in the dispute; provided that any party involved in the dispute may, by notice given before commencement of the arbitration hearing, consent to arbitration by the arbitrator appointed by another party. In that event, no further appointments of arbitrators shall be made and any other arbitrators previously appointed shall be dismissed. All arbitration proceedings shall be held in Clark County, Nevada. The arbitrator(s) shall investigate the facts and shall hold hearings at which the parties may present evidence and arguments, be represented by counsel and conduct cross-examination. The arbitrator(s) shall render a written decision upon the matter presented to them by majority vote within ninety (90) days after the date upon which the last arbitrator is appointed. The parties waive any right to a trial de novo and the decision rendered in such arbitration shall be final and binding on the parties and judgment thereon may be entered by any court having jurisdiction thereof. All fees, costs and/or expenses of the arbitration, excluding preparation and presentation, shall be assessed equally against the Commission and the City. The City shall carry on the work and maintain progress, and the Commission shall continue to perform, during any arbitration, court proceedings or any other disputes, unless the duty of such party to so perform is the subject of the dispute or a reasonable person would consider it imprudent to proceed further because of the default in question. The Commission and the City shall each pay their own costs for preparation of and presentation of all claims. For purposes of payment of an arbitrated claim under the terms of this MOU, the definition of "due and payable" of a claim, shall be the date of the arbitration decision of that claim, plus forty-five (45) calendar days. Interest will be allowed from the date the arbitrators decide payment should have been made at the prime rate referred to in NRS 99.040 plus 2 % per annum.

**4.6 Successors: Assignments.** This MOU shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Except as otherwise permitted herein, no assignment of this MOU or any right or obligation hereunder by any party hereto shall be valid unless the other party hereto consents to such assignment in writing.

**4.7 Entire Agreement.** This MOU, including any exhibits hereto, constitutes the entire agreement of the parties hereto. The parties may modify this MOU, but only by a written instrument signed by each party.

**4.8 Further Assurances.** The City and the Commission agree to do such further acts and things and to execute and deliver to the other such additional certificates, documents and instruments as they may reasonably require or deem advisable to carry into effect the purposes of this MOU. Without limit or foregoing, the Commission will execute and acknowledge the instruments reasonably requested by the City evidencing termination of this MOU.

**4.9 Notices.** All notices, demands, instructions and other communications required or permitted to be given to or made upon any party hereto shall be in writing and shall be personally

delivered or sent by registered or certified mail, postage prepaid, addressed as follows:

If to the Commission:

Commission for the Las Vegas Centennial  
c/o Executive Director  
400 Stewart Avenue, 8th Floor  
Las Vegas, Nevada 89101

If to the City:

City of Las Vegas  
Attention: City Manager  
400 Stewart Ave., 8<sup>th</sup> Floor  
Las Vegas, Nevada 89101

Notices delivered personally shall be deemed received on delivery and notices by mail shall be deemed received upon receipt or first attempted delivery, whichever first occurs. Any party hereto may change the above addresses by notice delivered to the other parties as provided in this Section, provided that a notice of change of address shall not be effective against any party until actually received by such party.

**4.10 Severability.** If any provision of this MOU is deemed to be invalid or unenforceable, such invalidity or unenforceability shall not affect the remaining provisions hereof that can be given effect without the invalid or unenforceable provision and the parties agree to replace such invalid or unenforceable provision with a valid provision which has, as nearly as possible, the same effect.

**4.11 Authorized Representatives.** Each party hereto shall by written notice to the other parties designate an authorized representative, who will be responsible for all acts and approvals on behalf of that party except as otherwise specified in that notice. The authorized representative may be changed from time to time by notice to the parties designating the new authorized representative. Any such designation by the Commission must be signed by the Executive Director. Until another person is designated, the City hereby designates Elizabeth Fretwell, Deputy City Manager, as its authorized representative and the Commission hereby designates its Executive Director as its authorized representative.

**4.12 Governing Law.** This MOU shall be governed by and construed in accordance with the laws of the State of Nevada.

**4.13 Interpretation.** The captions appearing at the commencement of the Articles and Sections hereof are descriptive only and for convenience in reference to this Agreement and in no way whatsoever define, limit or describe the scope or intent of this MOU, nor in any way affect this MOU.

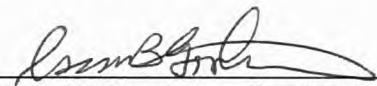
**4.14 Termination Date.** Except as otherwise provided in Section 4.1D hereof, and in this Section, this MOU shall be in effect from the date and year first mentioned above until the Improvements have been completed and all obligations pursuant to this MOU fulfilled.

**4.15 Time Calculation.** Whenever in this MOU a reference is made to a period of days, the same shall mean calendar days unless otherwise specified, provided that should any time period so computed end on a non-business day, the time shall be extended to the next business day.

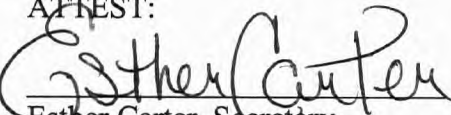
**4.16 Counterparts.** This MOU may be executed in one or more counterparts, each of which shall be regarded as an original and all of which shall constitute the same MOU.

IN WITNESS WHEREOF the Commission and the City have caused this MOU to be executed as of the day and year first mentioned above.

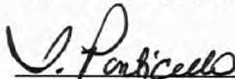
COMMISSION FOR THE LAS VEGAS  
CENTENNIAL

By:   
Oscar B. Goodman, President

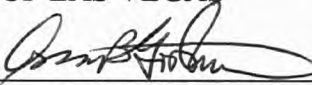
ATTEST:

  
Esther Carter, Secretary

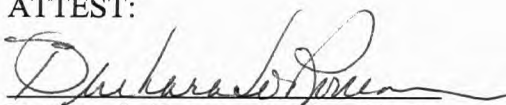
APPROVED AS TO FORM:

 10/19/06  
Date

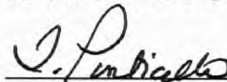
CITY OF LAS VEGAS

By:   
Oscar B. Goodman, Mayor

ATTEST:

  
Barbara Jo Ronemus, City Clerk

APPROVED AS TO FORM:

 10/19/06  
Date

**AGENDA SUMMARY PAGE**  
**CITY COUNCIL MEETING OF: DECEMBER 6, 2006**

**DEPARTMENT: FIELD OPERATIONS**

**DIRECTOR: LARRY HAUGSNESS**

☒ **Consent** ☐ **Discussion**

**SUBJECT:**

Approval of a Purchase and Sale Agreement whereby Orlando Arteaga and Mayra Morfin and/or nominee sells real property located at 194 Upland Boulevard, APN 138-36-110-001 to Priority One Commercial and/or nominee on behalf of the City of Las Vegas (\$325,000 plus closing costs - Capital Improvement Projects) - Ward 1 (Tarkanian)

**Fiscal Impact**

☐

**No Impact**

☐

**Augmentation Required**

☒

**Budget Funds Available**

**Dept./Division: Field Operations/Real Estate**

**Amount:** \$325,000 plus closing costs

**Funding Source:** Capital Improvement Projects

**PURPOSE/BACKGROUND:**

This property is located adjacent to Fire Station #6. The purchase of this site will enable the City of Las Vegas to expand the existing station which is in need of additional space.

**RECOMMENDATION:**

Staff recommends approval

**BACKUP DOCUMENTATION:**

1. Purchase and Sale Agreement
2. Site Map

Motion made by GARY REESE to Approve Items 11 through 42 as recommended

Passed For: 5; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 2

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



## PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is entered into this 6th day of November, 2006 by and between Orlando Arteaga and Mayra Morfin ("Sellers"), and Priority One Commercial, or its written Nominee (collectively the "Buyer").

### Recitals

WHEREAS the Buyer desires to fully evaluate the Property described below for potential purchase, and Sellers desire to sell such Property to the Buyer on the terms and conditions set forth herein; and

WHEREAS Sellers desire to grant to the Buyer (irrevocable for a period of 90-days hereafter) a 90-day period within which Buyer shall have an option to purchase the Property on such terms and conditions;

NOW THEREFORE in consideration of the above recitals and the mutual covenants and conditions herein contained and in consideration of the amount of \$5,000.00 ("Earnest Money Deposit") to be deposited by Buyer into escrow, Sellers hereby irrevocably agree with Buyer to be bound by the terms of this Agreement for a period of 90-days from the date set forth above, and in perpetuity in the event the Property is fully approved within said 90-day period, as follows:

### 1.

#### PURCHASE AND SALE

1.1 Purchase and Sale. Subject to the terms and conditions of this Agreement, upon execution hereof by Buyer, Sellers hereby irrevocably offer (for a period of 90-days hereafter) to sell and convey to Buyer, the following described property (commonly known as APN 138-36-110-001 located at 194 Upland Blvd, Las Vegas, Nevada and herein called the "Property"):

All that real property situated in the County of Clark, State of Nevada, bounded and described as follows:

Lots 1 in Block 8 of Clark's Las Vegas Townsite, as shown by map thereof on file in Book 6 of Plats, page 49, in the Office of the County Recorder of Clark County, Nevada. (For full legal description, see Exhibit A attached hereto)

### 2.

#### PURCHASE PRICE

2.1 Purchase Price. The purchase price ("Purchase Price") for the Property shall be Three Hundred Twenty Five Thousand and no/100 DOLLARS (\$325,000.00) cash, and shall be paid by Buyer to Sellers at the Closing (as defined in Section 5.1), subject to the terms of this Agreement. The Earnest Money Deposit shall be deposited into escrow within 10-days of Sellers' execution of this Agreement and shall be applied toward the Purchase Price at Closing, or in the event of a breach hereof by Buyer following full approval of the Property as provided in Section 3.3, shall be paid to Sellers; and in all other cases to be returned to Buyer.

### 3.

#### CONDITIONS TO CLOSING

### 3.1 Evidence of Title.

(a) Title Commitment. Buyer shall receive, as soon as Escrow Agent can provide following opening of Escrow, a commitment for Title Insurance on the Property for an ALTA Owner's Title Policy, and legible copies of any restrictive covenants, easements and other items listed as title exceptions therein. Sellers shall disclose and provide to Escrow Agent and to Buyer, any and all information and documents in its possession related to such exceptions to title.

(b) Title Exceptions. Thereafter, Buyer shall have thirty (30) calendar days within which to approve or disapprove all title exceptions, including the information reflected therein. If Buyer declines the purchase, the parties agree to cancel escrow immediately and return the Earnest Money Deposit to Buyer. If Buyer disapproves of any such item by written notice to Sellers and Escrow Agent during such 30-day period, Sellers may either cure such item at Sellers' cost and expense or Sellers may notify Buyer and Escrow Agent in writing within 30 days of the written notice of disapproval, that Sellers will not cure said item, at which time and in such event Buyer shall thereafter have 20 days within which to notify Sellers and Escrow Agent in writing that Buyer agrees to take title subject to said previously disapproved item, or this Agreement shall be deemed null and void and cancelled as if never entered into. The title exceptions listed in the Commitment for Title Insurance, which Buyer approves pursuant to this Section 3.1, are hereinafter called the "Permitted Exceptions."

3.2 Inspection. Buyer may inspect the Property at any reasonable time during business hours during the above referenced periods. If such inspection reveals any fact or condition unacceptable to Buyer, Buyer shall notify Sellers and Escrow Agent of such unacceptable fact or condition and may terminate this Agreement, or may elect to further inspect and study such condition for a period of time up to an additional 90 days, using any means normally and professionally employed to inspect and evaluate such type of condition, and such 90-day extension shall also automatically extend the Buyer's option period as set forth in Section 1.1 above. In the event Buyer accepts the condition of the Property, the said inspection of the Property shall be deemed satisfactory to Buyer and Buyer shall Purchase the Property in its "as is" physical condition.

3.3 Expedited Approval And Closing. Buyer shall notify Escrow Agent and Sellers in writing of its approval of the Permitted Exceptions and acceptance of the Property's condition prior to the expiration of the periods referenced above (collectively "full approval of the Property"), and in such event, Closing shall proceed as soon as Escrow Agent can accomplish the Closing.

3.4 Termination. If this Agreement is terminated pursuant to Section 3.1 or 3.2 above, the Buyer shall pay the Escrow Agent's cancellation fees and charges from the Earnest Money Deposit, with the remainder being returned to Buyer, and no party shall have any further obligations under this Agreement.

## 4.

### REPRESENTATIONS OR WARRANTIES

4.1 Representations and Covenants of Sellers. Sellers represent, warrant and covenant to Buyer as follows:

(a) To the best of Sellers' knowledge Sellers have the authority to own and convey the Property and to enter into and comply with this Agreement.

(b) To the best of Sellers' knowledge, this Agreement and all documents executed by Sellers which are to be delivered to Buyer at the Closing are and at the Closing will be, provided Buyer has duly executed those documents requiring Buyer's signature, legal, valid, and binding obligations of Sellers, and do not and at the time of Closing will not violate any provisions of any agreement or judicial order to which Sellers are a party or to which Sellers or the Property is subject.

(c) To the best of Sellers' knowledge, there are no attachments, executions, assignments for the benefit of creditors, or voluntary or involuntary proceedings in bankruptcy pending against or contemplated by Sellers or the Principals of Sellers.

(d) To the best of Sellers' knowledge, Sellers have not granted to any person, firm or corporation or other entity other than Buyer, any right or option to acquire the Property or any part thereof that has not heretofore terminated.

(e) To the best of Sellers' knowledge Sellers have no actual, current knowledge of any presence, use, generation, storage or disposal of any hazardous or toxic substances, wastes or pollutants on or under the Property, or of any underground storage tanks located on the Property.

(f) To the best of Sellers' knowledge, the party or parties executing this Agreement on behalf of Sellers have been duly authorized and are empowered to bind Sellers to this Agreement, and all consents which are required for Sellers' execution and delivery of this Agreement have been obtained by Sellers.

(g) To the best of Sellers' knowledge, prior to Closing, Sellers covenant to take no action to cause any of Sellers' representations and warranties in this Section 4.1 to become untrue.

4.2 Survival. The provisions of this Article 4 shall be deemed to survive the Closing.

## 5. CLOSING

5.1 Closing. The closing ("Closing") shall be held at Michelle Robbins, (the "Escrow Agent") office at 3933 Howard Hughes Suite, #120, Las Vegas, Nevada, 89109 on the date which is agreeable to the parties, (the "Closing Date"), unless the Agreement is terminated pursuant to the terms hereof. In the event Buyer notifies Escrow Agent of its full approval of the Property, Escrow Agent shall close escrow as soon as Closing can be accomplished. A copy of this Agreement shall be provided by Buyer to the Escrow Agent and shall constitute the escrow instructions to close the transaction as soon as all matters necessary to close escrow under the terms of this Agreement have been fulfilled. The parties shall execute any additional escrow instructions deemed necessary by the Escrow Agent. The deed shall be as directed by Escrow Agent to conform to the requirements of this Agreement. The parties shall execute all documents and provide the payments necessary to close escrow in a timely manner. Escrow Agent shall provide to the Buyer the policy of Title Insurance requested by Buyer, at Close of Escrow. Escrow Agent shall record the Grant, Bargain Sale deed to convey the Property to Buyer and shall deliver any funds due Sellers under the terms of this Agreement at Closing.

5.2 Sellers' Obligations at Closing. By Closing, Sellers shall deliver to Escrow Agent the following documents:

(a) Deed. Grant, Bargain and Sale Deed (the "Deed") prepared by Escrow Agent and executed by Sellers conveying the Land to Buyer subject only to the Permitted Exceptions;

(b) Evidence of Authority. Copy of Sellers resolutions or other documents required by Escrow Agent, certified by Sellers as true and complete, as of the Closing Date, so as to evidence the authority of the persons signing the Deed and other documents to be executed by Sellers at Closing and the power and authority of Sellers to convey the Property to Buyer in accordance with this Agreement;

(c) Foreign Person. An affidavit of Sellers certifying that Sellers is not "foreign persons" as defined in the federal Foreign Investment in Real Property Tax Act of 1980;

(d) Other. Any other documents deemed necessary by the Escrow Agent for the Closing.

5.3 Buyer's Obligations at Closing. Buyer shall deliver to Escrow Agent the following:

(a) Purchase Price. The Purchase Price by cashier's check or wire transfer of immediately available funds prior to the Closing Date, or such earlier time as may be required by Escrow Agent; and;

(b) Any other documents deemed necessary by the Escrow Agent for the Closing.

5.4 Proration. Rents and real estate taxes and assessments (including known and unknown matters whether discovered before or after closing, recapture taxes and any other costs) shall be prorated to the date of Closing. This paragraph shall survive the Closing.

5.5 Possession. Possession of the Property shall be delivered to Buyer at Closing free of all tenants, and subject only to the Permitted Exceptions.



5.6 Closing Costs. Except as otherwise expressly provided herein, Buyer shall pay, on the Closing Date, the title insurance premium for an ALTA Owner's Policy or other type of policy requested by Buyer, and the Buyer shall pay all the ordinary escrow fees, recording costs and other customary charges of the Escrow Agent, all as is customary in Clark County, Nevada. Each party shall pay its own attorneys' fees, if any. Sellers warrant that no real estate agent other than Buyer has been involved in this transaction, and in the event any other agent asserts any claim for fees in this matter, Sellers shall hold Buyer harmless from any such claim pursuant to Section 8.2 herein, and Escrow Agent is authorized to withhold the amount of any such claim from the Purchase Price pending a final resolution thereof, and proceed with the Closing.

## 6. DEFAULT

6.1 Breach by Sellers. If Sellers breach this Agreement, Buyer may terminate or rescind this Agreement in its sole and exclusive discretion, or may pursue any other legal remedies at law or equity, including specific performance. In the event of any breach by Sellers, Sellers shall also be liable to Buyer for any actual, consequential or other damages.

6.2 Breach by Buyer. If Buyer breaches this Agreement, Sellers shall be entitled to terminate or rescind the Agreement in their sole discretion, and in addition to any other remedies available at law or equity, the Agreement may be specifically enforced by Sellers pursuant to its terms.

## 7. FUTURE USE

7.1 From the date of execution of this Agreement by Sellers for a period of 90-days, and upon full approval of the Property by the Buyer until the Closing or earlier termination of this Agreement:

(a) Maintenance, Litigation. Sellers (i) will keep and maintain the Property in its condition as of the date of this Agreement (reasonable wear and tear excepted), and (ii) will use their best effort promptly to advise Buyer of any matters directly affecting the Property arising after the date of this Agreement.

(b) Contracts. Sellers will not, without the prior written consent of Buyer, modify, enter into, or renew any contract or other action affecting the Property which cannot be cancelled upon Closing.

## 8. MISCELLANEOUS

8.1 Notice. Whenever this Agreement requires or permits any delivery, consent, approval, notice, request, or demand from one party to the other (collectively "Notice"), such Notice must be in writing to be effective and shall be effective on the date of actual receipt of such Notice by the addressee or when the attempted initial delivery is refused or when it cannot be made because of a change of address of which the sending party has not been notified. The following shall, without limitation, be prima facie evidence of actual receipt of Notice by the addressee: (a) if mailed, by a United States certified mail return receipt, signed by the addressee or the addressee's agent; (b) if by telegram, by a telegram receipt signed by the addressee or the addressee's agent; or (c) if hand-delivered, by a delivery receipt, signed by the addressee or the addressee's agent. The parties' respective addresses for delivery of any Notice are set forth below unless another address is designated in writing by any party to the other.

IF TO BUYER: Priority One Commercial  
Attn: Cyndi Inman  
4560 So Decatur Blvd., Suite 203  
Las Vegas, NV 89103

IF TO SELLERS: Mr. Orlando Arteaga, and Mayra Morfin  
194 Upland Blvd  
Las Vegas, NV 89107-2660



8.2 Real Estate Commissions. Buyers shall pay to Priority One Commercial, ("Broker"), a real estate commission in the amount agreed to by a separate agreement at the time of closing, and Escrow Agent shall collect such amount from the Buyers and pay such amount to Broker at closing. Neither Sellers nor Buyer has contacted any other real estate broker, finder or similar person in connection with the transaction contemplated hereby, and to the actual knowledge of Sellers and Buyer, no Acquisition Fees (as hereafter defined) have been paid or are due and owing to any other person or entity. As used herein, "Acquisition Fees" shall mean all fees paid to any person or entity in connection with the selection and purchase of the Property, including real estate commissions, selection fees, and non-recurring management and start-up fees, development fees or any other fee of similar nature. Sellers and Buyer each hereby agree to indemnify and hold harmless the other from and against any and all claims for Acquisition Fees or similar charges with respect to this transaction arising by, through or under the indemnifying party and each further agrees to indemnify and hold harmless the other from any loss or damage resulting from an inaccuracy in the representations contained in this Section 8.2. This indemnification agreement of the parties shall survive the Closing.

8.3 Entire Agreement. This Agreement embodies the entire agreement between the parties relative to the subject matter hereof, and there are no oral or written agreements between the parties or any representations made by either party relative to the subject matter hereof which are not expressly set forth herein.

8.4 Amendment. Only a written instrument executed by the parties hereto (including the Buyer) may amend this Agreement.

8.5 Headings. The captions and headings used in this Agreement are for convenience only and do not in any way limit, amplify, or otherwise modify the provisions of this Agreement.

8.6 Time of Essence. Time is of the essence of this Agreement. However, if the final date of any period which is not set out in any provision of this Agreement falls on a Saturday, Sunday or legal holiday under the law of the United States or the State of Nevada, then in such event, the time of such period shall be extended to the next day which is not a Saturday, Sunday or legal holiday.

8.7 Governing Law. The laws of the State of Nevada and the applicable federal laws of the United States shall govern this Agreement.

8.8 Successors and Assigns. This Agreement shall bind and inure to the benefit of Sellers and Buyer and their respective heirs, executors, administrators, personal and legal representatives, successors and assigns. Sellers shall not assign any of their rights or obligations under this Agreement without the prior written consent of Buyer. Buyer may freely assign its rights and obligations under this Agreement to a Nominee in writing.

8.9 Invalid Provision. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provisions had never comprised a part of this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement.

8.10 Attorneys' Fees. In the event either party hereto files suit to concerning this Agreement or any provision contained herein, each party shall bear its own attorney's fees and costs.

8.11 Multiple Counterparts. This Agreement may be executed in a number of identical counterparts, each of which for all purposes is deemed an original, and all of which constitute collectively one (1) agreement.

8.12 Date of This Agreement. As used in this Agreement, the terms "Effective Date", "date of this Agreement", or "date hereof" shall mean and refer to the date this Agreement is executed by the Sellers and Buyer and entered into the first paragraph.

WHEREFORE the Sellers and Buyer have executed this Agreement the date first above written, and upon full approval hereof and ratification by the Buyer, shall be ratified by the Buyer indicating the date of such final approval.

SELLERS: ORLANDO ARTEAGA & MAYRA MORFIN

By: Orlando Arteaga  
Name: Orlando Arteaga

By: Mayra Morfin  
Name: Mayra Morfin

BUYER: PRIORITY ONE COMMERCIAL

By: Priority One Commercial  
Name:

ITS: Cyril B. Brown  
President:



## Site Map

194 Upland Blvd.



11/14/06

Facilities Management  
Real Estate & Utilities

**AGENDA SUMMARY PAGE**  
**CITY COUNCIL MEETING OF: DECEMBER 6, 2006**

**DEPARTMENT: FIELD OPERATIONS**

**DIRECTOR: LARRY HAUGSNESS**

☒ Consent ☐ Discussion

**SUBJECT:**

Approval of a First Amendment to License Agreement between the City of Las Vegas and Cingular Wireless for the cellular tower located at 101 South Pavilion Center Drive commonly known as Veterans Memorial Ball Fields - Ward 2 (Wolfson)

**Fiscal Impact**



No Impact



Augmentation Required



Budget Funds Available

Dept./Division:

Amount:

Funding Source:

**PURPOSE/BACKGROUND:**

On March 15, 2006, City Council approved a License Agreement with Cingular to construct an antenna atop a monopalm, equipment shelter and security fencing. The License Agreement is being amended to replace an existing ball field light standard with a monopole slimline array instead of the monopalm.

**RECOMMENDATION:**

Staff recommends approval

**BACKUP DOCUMENTATION:**

1. First Amendment to License Agreement
2. Disclosure of Principles

Motion made by GARY REESE to Approve Items 11 through 42 as recommended

Passed For: 5; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 2

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



FIRST AMENDMENT TO LICENSE AGREEMENT/CELL TOWER  
PAVILION CENTER

THIS FIRST AMENDMENT TO LICENSE AGREEMENT/CELL TOWER (this "Amendment"), dated as of 12-6, 2006 (the "Effective Date"), by and between the undersigned parties, shall be deemed to amend that certain License Agreement/Cell Tower (Pavilion Center) dated as of March 15, 2006 (the "Agreement") by and between the City of Las Vegas, a municipal corporation of the State of Nevada (the "Lessor") and Cingular Wireless, a Delaware limited liability company (the "Lessee"). Unless otherwise defined in this Amendment, the defined terms used herein shall have the meaning ascribed to them in the Lease.

WHEREAS, Lessee has leased public land located within the boundaries of 101 South Pavilion Center Drive, generally located in the vicinity of Pavilion Center and Alta Drive ("Premises"); and

WHEREAS, Lessor understands and accepts that Lessee's primary business is the leasing, subleasing and licensing to its subtenants, licensees, and customers of telecommunications facilities and space on the tower and in the building space located on the Premises; and

WHEREAS, Lessor and Lessee have agreed to amend the Lease subject to the terms and conditions set forth in this Amendment, and for good and valuable consideration.

NOW, THEREFORE, the Lease is hereby amended as follows:

1. Paragraph 8.1 ("Use of the Premises, Permits, and Liens") shall be amended to state "Lessee shall have the right to replace an existing ball field light standard with a monopole slimline array with relocated ball field lights from existing light standard to support the wireless communication system". A site plan is attached hereto as Exhibit "A" of this Amendment.

2. Lessee shall exercise all due caution and make all repairs the same day as the damage occurs for any construction disruption.

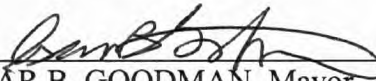
3. The parties reaffirm the Agreement and agree and acknowledge that, except as expressly amended hereby, the Lease remains in full force and effect according to its terms. In the event of any conflict between the terms of the Lease and this Amendment, the terms of this Amendment shall govern.

...

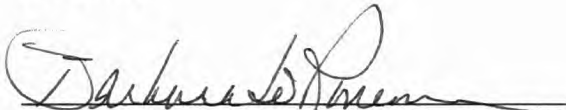
...

IN WITNESS WHEREOF, the parties have caused this First Amendment to License Agreement to be executed as of the Effective Date set forth above.

"LESSOR"  
CITY OF LAS VEGAS

  
\_\_\_\_\_  
OSCAR B. GOODMAN, Mayor

ATTEST:

  
\_\_\_\_\_  
BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:

 10/16/06  
\_\_\_\_\_  
DEPUTY CITY ATTORNEY Date

"LESSEE"  
CINGULAR WIRELESS

By:   
\_\_\_\_\_

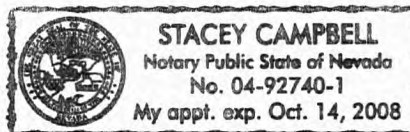
ACKNOWLEDGEMENTS

First Amendment to License Agreement /Pavilion Center

STATE OF NEVADA       )  
                                  ) ss.  
COUNTY OF CLARK       )

On this 15<sup>TH</sup> day of December, 2006, personally appeared before me, a Notary Public in and for said County and State, OSCAR B. GOODMAN, Mayor and BARBARA JO RONEMUS, City Clerk, City of Las Vegas, known to me to be the person(s) described in and who executed the foregoing instrument and who acknowledged to me that they executed the same freely and voluntarily and for the uses and purposes therein mentioned.

Stacey Campbell  
NOTARY PUBLIC, in and for said  
County and State



~~STATE OF NEVADA~~       )  
~~) ss.~~  
COUNTY OF ~~CLARK~~       )  
SAN DIEGO

On this 7 day of November, 2006, personally appeared before me, a Notary Public in and for said County and State, Rhonda L. Myers, known to me to be the person described in and who executed the foregoing instrument and who acknowledged to me that 5 he executed the same freely and voluntarily and for the uses and purposes therein mentioned.

Sarah Goldman  
NOTARY PUBLIC, in and for said  
County and State







# LEGAL DESCRIPTION

BEING A PORTION OF THAT CERTAIN PARCEL OF LAND AS DESCRIBED IN A GRANT, BARGAIN & SALE DEED RECORDED SEPTEMBER 10, 2002 IN BOOK 20020910 AS INSTRUMENT NO. 01666 IN THE CLARK COUNTY RECORDER'S OFFICE, CLARK COUNTY, NEVADA; LYING WITHIN THE NORTHWEST QUARTER (NW1/4) OF THE NORTHWEST QUARTER (NW1/4) OF SECTION 35, TOWNSHIP 20 SOUTH, RANGE 59 EAST, M.D.M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL, THENCE ALONG THE NORTHERLY LINE THEREOF, NORTH 81°48'01" EAST, 199.89 FEET; THENCE DEPARTING SAID NORTHERLY LINE, SOUTH 08°11'58" EAST, 20.87 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 64°03'30" EAST, 46.00 FEET; THENCE SOUTH 25°54'30" WEST, 20.00 FEET; THENCE NORTH 64°03'30" WEST, 46.00 FEET; THENCE NORTH 25°54'30" EAST, 20.00 FEET TO THE POINT OF BEGINNING.

## BASIS OF BEARINGS

A FIELD SURVEY WAS PERFORMED ON SEPTEMBER 7, 2005.

SOUTH 29°24'00" EAST BEING THE CENTERLINE OF PAVILION CENTER DRIVE LOCATED IN THE NORTHEAST QUARTER (NE1/4) OF THE NORTHEAST QUARTER (NE1/4) OF SECTION 35, TOWNSHIP 20 SOUTH, RANGE 59 EAST, M.D.M., AS SHOWN BY MAP THEREOF ON FILE IN FILE 85 PAGE 97 OF SURVEYS IN THE CLARK COUNTY RECORDER'S OFFICE, CLARK COUNTY, NEVADA.

## BENCHMARK

CITY OF LAS VEGAS VERTICAL CONTROL (OLV09 36NWWW), BEING A RIVET AND PLATE, LOCATED IN THE TOP OF THE CURB, AT THE NORTHWEST CORNER OF PAVILION CENTER AND ALTA.

ELEVATION: 3024.26 FEET (NAVD 1988)  
921.7971 METERS (NAVD 1988)

## NOTES & TITLE REPORT EXCEPTIONS

ONLY THOSE EXCEPTION LISTED IN TITLE REPORT NO. 05-08-1897-WME, DATED AUGUST 11, 2005, PREPARED BY NEVADA TITLE COMPANY, WHICH ARE NOT SOLELY FINANCIAL IN NATURE AND WHICH REFERENCE A DOCUMENT CONTAINING A SUFFICIENT LEGAL DESCRIPTION OF AREAS AFFECTED BY SAID DOCUMENT WERE CONSIDERED FOR THIS SURVEY AND RE-LISTED BELOW. ITEM NUMBERS CORRESPOND TO ITEM NUMBERS IN SAID TITLE REPORT.

- 3 RESERVATION & EASEMENTS, FROM USA. OR: 67:5940. AFFECTS ENTIRE SUBJECT PROPERTY.
- 4 RESERVATION & EASEMENTS, FROM USA. OR: 68:73769. AFFECTS ENTIRE SUBJECT PROPERTY.
- 5 RESERVATION & EASEMENTS, FROM USA. OR: 67:56941. AFFECTS ENTIRE SUBJECT PROPERTY.
- 8 RESERVATION & EASEMENTS, FROM USA. OR: 68:73788. AFFECTS ENTIRE SUBJECT PROPERTY.
- 9 FILE 84, PAGE 70 OF SURVEYS. AFFECTS ENTIRE SUBJECT PROPERTY.
- 10 FILE 85, PAGE 97 OF SURVEYS. AFFECTS ENTIRE SUBJECT PROPERTY.
- 11 NEVADA POWER CO. FOR ELEC. FACILITIES. OR: 990407:00641. AFFECTS ENTIRE SUBJECT PROPERTY. (EXCEPT WITHIN BUILDING OUTLINES)

APN: 137-26-810-001  
ZONED: (P-C)

APN: 137-25-419-063  
ZONED: (P-C)

APN: 137-35-501-004  
OR: 20020910:01666  
15.91 ACRES  
ZONED: (P-C)

APN: 137-35-501-005  
ZONED: (P-C)

## LEGEND

- CENTERLINE
- EASEMENT
- RIGHT-OF-WAY
- SECTION LINE
- PROPERTY LINE
- OVERHEAD POWER
- EXISTING FENCE
- PROPOSED FENCE
- EXISTING 1' CONTOUR
- EXISTING 5' CONTOUR
- EXISTING BLOCK WALL
- PROPOSED BLOCK WALL
- FIRE HYDRANT
- PARKING LOT AREA LIGHT
- OFFICIAL RECORD
- POWER POLE

**cingular**  
WIRELESS

3763 HOWARD HUGHES PKWY, STE 200  
LAS VEGAS, NV 89109

## PROJECT INFORMATION:

LL-664-01  
I-215 AND ALTA

101 S. PAVILION CENTER DRIVE  
LAS VEGAS, NEVADA 89144

## CURRENT ISSUE DATE:

05/12/06

## ISSUED FOR:

CONSTRUCTION

## REV. DATE DESCRIPTION BY

| REV. | DATE     | DESCRIPTION       | BY   |
|------|----------|-------------------|------|
| 1    | 05/12/06 | 100% CONSTRUCTION | D.S. |
| 0    | 11/28/05 | 80% CONSTRUCTION  | R.P. |

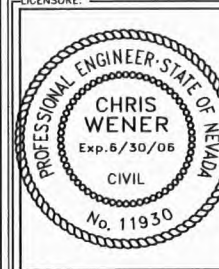
## PLANS PREPARED BY:

**SPECTRUM**  
SURVEYING & ENGINEERING  
7351 W. CHARLESTON BLVD., SUITE 120  
LAS VEGAS, NEVADA 89117  
PH. (702) 367-7705  
FAX (702) 367-8733

## DRAWN BY: CHK: APV:

R. POBLETE M. CEFALU C.W.

## LICENSURE:



## SHEET TITLE:

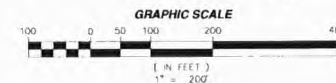
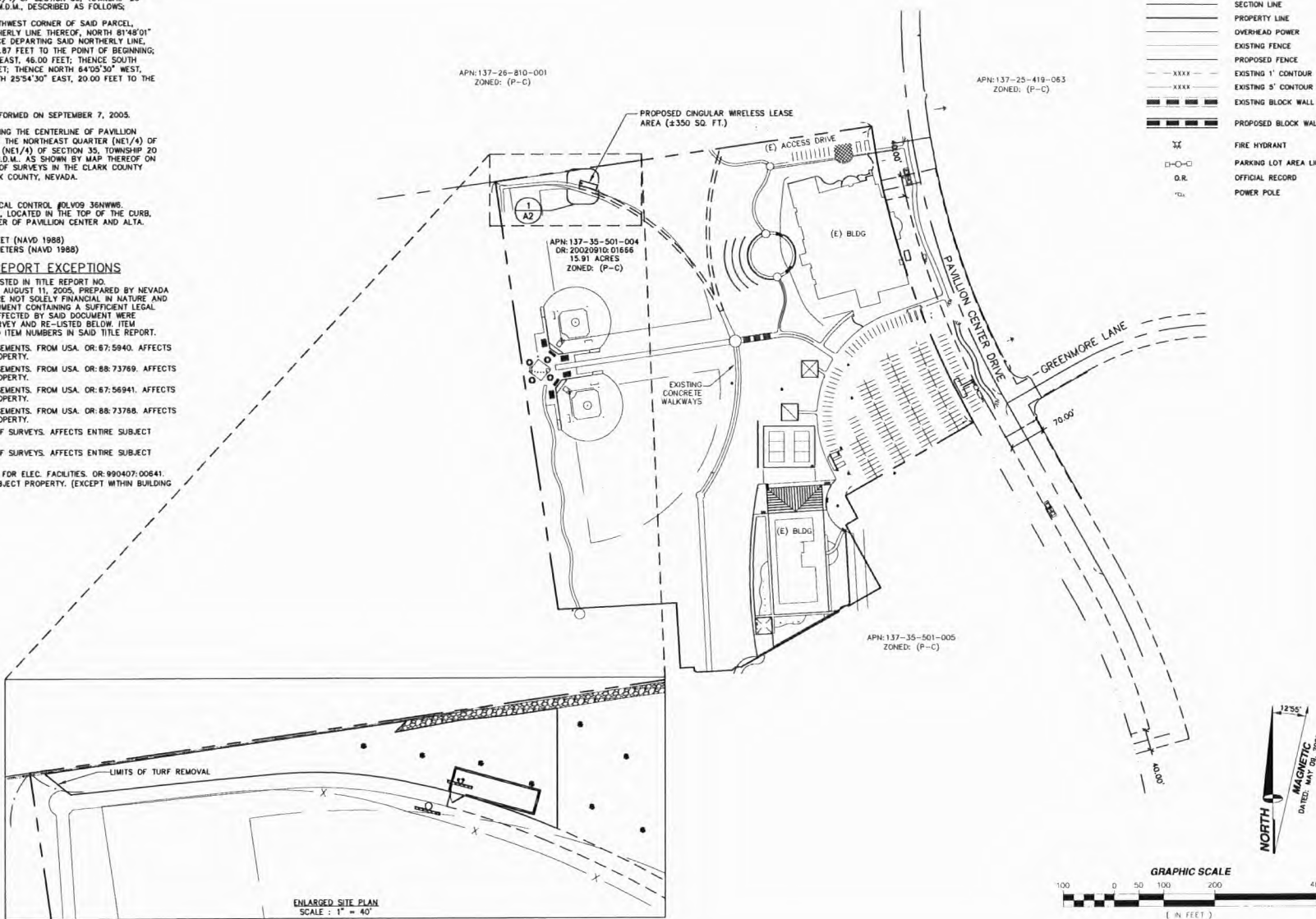
SITE PLAN

## SHEET NUMBER: REVISION

**A1** 1  
LL-664-01

SITE PLAN

SCALE: 1" = 200'



**cingular**  
WIRELESS

3783 HOWARD HUGHES PKWY, STE 200  
LAS VEGAS, NV 89109

PROJECT INFORMATION:

LL-664-01  
I-215 AND ALTA

101 S. PAVILLION CENTER DRIVE  
LAS VEGAS, NEVADA 89144

CURRENT ISSUE DATE:

05/12/06

ISSUED FOR:

CONSTRUCTION

REV.: DATE: DESCRIPTION: BY:

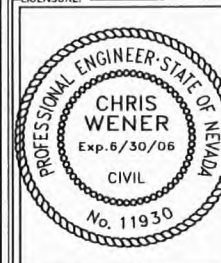
| REV. | DATE     | DESCRIPTION       | BY   |
|------|----------|-------------------|------|
| 1    | 05/12/06 | 100% CONSTRUCTION | D.S. |
| 0    | 11/28/05 | 90% CONSTRUCTION  | R.P. |

PLANS PREPARED BY:

**SPECTRUM**  
SURVEYING & ENGINEERING  
7351 W. CHARLESTON BLVD., SUITE 120  
LAS VEGAS, NEVADA 89117  
PH. (702) 367-7705  
FAX (702) 367-8733

DRAWN BY: CHK.: APV:  
R. POBLETE M. CEFALU C.W.

LICENSURE:



SHEET TITLE:

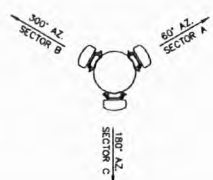
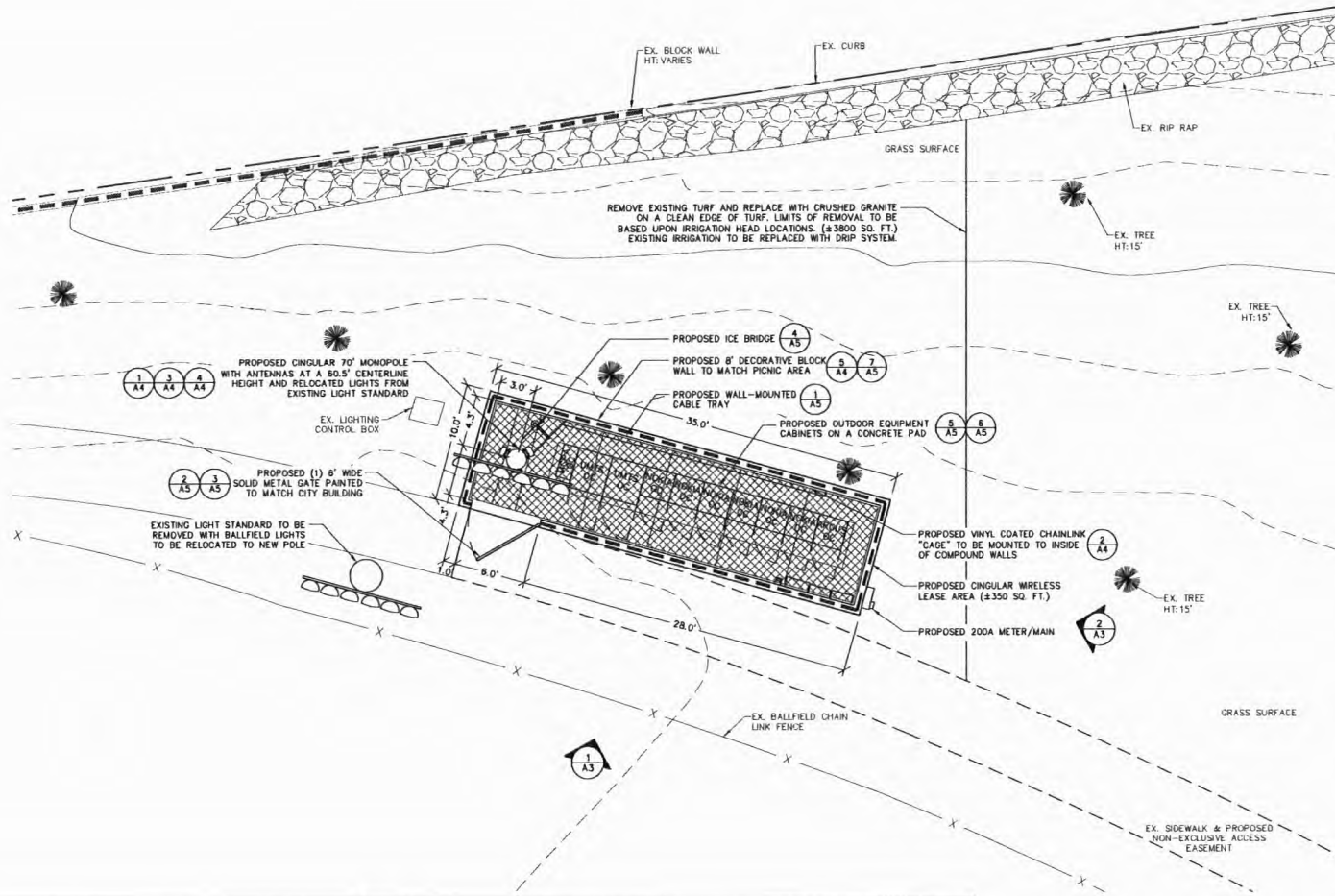
SITE DETAIL, ANTENNA  
AND CABLE SCHEDULE  
& ANTENNA LAYOUT

SHEET NUMBER: REVISION:

**A2** 1  
LL-664-01

LEGEND

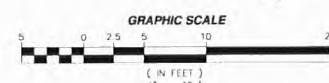
- CENTERLINE
- EASEMENT
- RIGHT-OF-WAY
- SECTION LINE
- PROPERTY LINE
- OVERHEAD POWER
- EXISTING FENCE
- PROPOSED FENCE
- EXISTING 1' CONTOUR
- EXISTING 5' CONTOUR
- EXISTING BLOCK WALL
- PROPOSED BLOCK WALL
- FIRE HYDRANT
- PARKING LOT AREA LIGHT
- OFFICIAL RECORD
- POWER POLE



| ANTENNA SECTOR | AZIMUTH | ANTENNA MAKE/MODEL | COAXIAL CABLE LENGTH | CABLE SIZE | COLOR CODE | TOP JUMPER LENGTH | BOTTOM JUMPER LENGTH |
|----------------|---------|--------------------|----------------------|------------|------------|-------------------|----------------------|
| SECTOR A       | 60°     | POWERWAVE 7785     | 70' X 10             | 7/8" COAX  |            | 10'               | N/A                  |
| SECTOR B       | 300°    | POWERWAVE 7785     | 70' X 10             | 7/8" COAX  |            | 10'               | N/A                  |
| SECTOR C       | 180°    | POWERWAVE 7785     | 70' X 10             | 7/8" COAX  |            | 10'               | N/A                  |
| DPS            | N/A     | MOTOROLA DPS       | 30' X 1              | 1/2" COAX  |            |                   |                      |

NOTE: CONTRACTOR TO FIELD VERIFY CABLE LENGTHS PRIOR TO ORDERING, FABRICATION, OR INSTALLATION OF CABLES.

NOTE: ALL ANTENNAS & EQUIPMENT MOUNTED TO NEW POLE TO BE PAINTED TO MATCH POLE.



ANTENNA LAYOUT

SCALE: 1"=10'

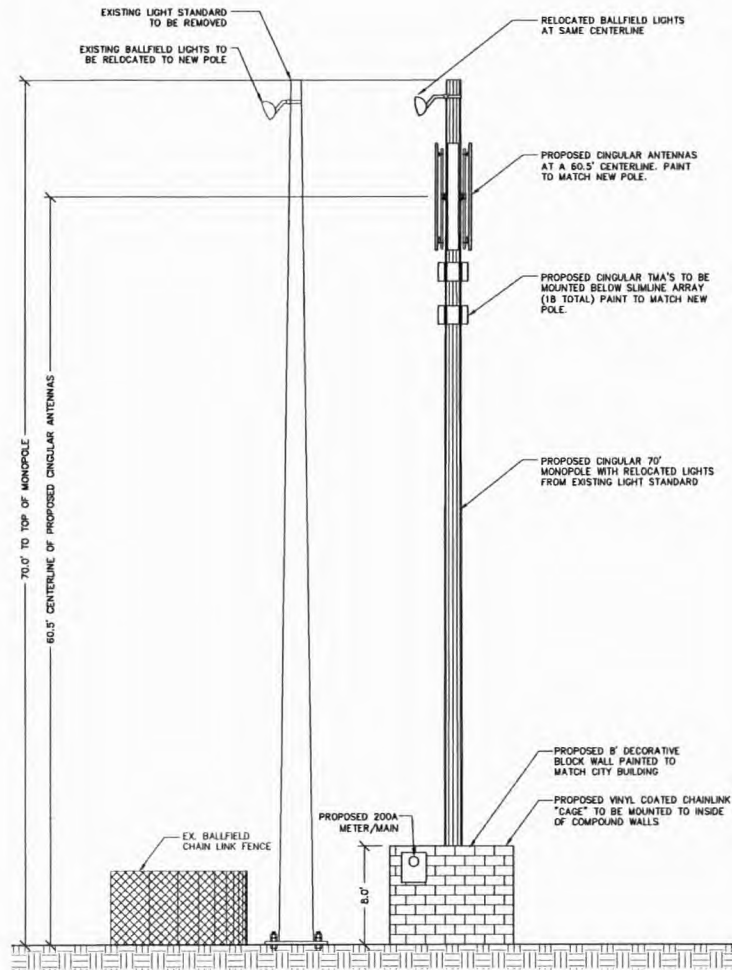
3 ANTENNA AND CABLE SCHEDULE

SCALE: NONE

2 SITE DETAIL

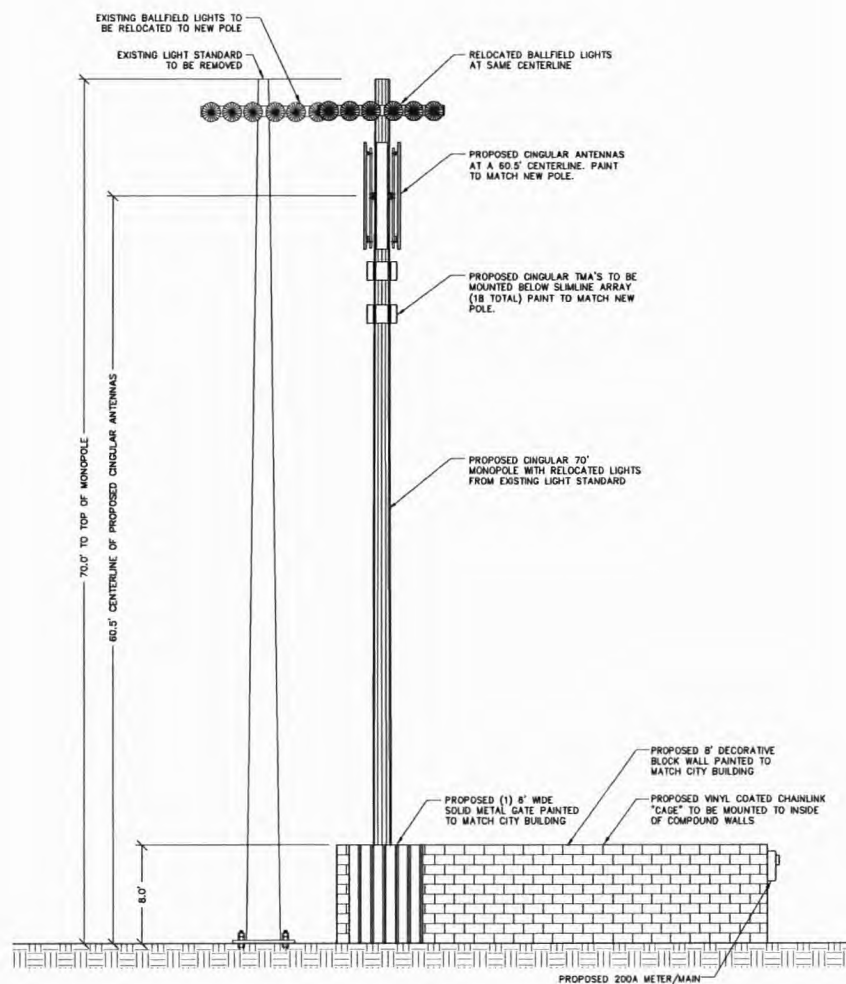
SCALE: 1"=10'

1



EAST ELEVATION

SCALE: 1"=10' 2



SOUTH ELEVATION

SCALE: 1"=10' 1

**cingular**  
WIRELESS

3783 HOWARD HUGHES PKWY, STE 200  
LAS VEGAS, NV 89109

PROJECT INFORMATION:

LL-664-01  
I-215 AND ALTA

101 S. PAVILLION CENTER DRIVE  
LAS VEGAS, NEVADA 89144

CURRENT ISSUE DATE:

05/12/06

ISSUED FOR:

CONSTRUCTION

REV.: DATE: DESCRIPTION: BY:

|   |          |                   |      |
|---|----------|-------------------|------|
| 1 | 05/12/06 | 100% CONSTRUCTION | D.S. |
| 0 | 11/28/05 | BOX CONSTRUCTION  | R.P. |

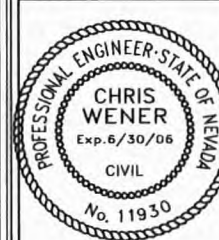
PLANS PREPARED BY:

**SPECTRUM**  
SURVEYING & ENGINEERING  
7351 W. CHARLESTON BLVD., SUITE 120  
LAS VEGAS, NEVADA 89117  
PH: (702) 367-7705  
FAX (702) 367-8733

DRAWN BY: CHK: APV:

R. POBLETE M. CEFALU C.W.

LICENSURE:



SHEET TITLE:

ELEVATIONS

SHEET NUMBER: REVISION:

**A3** 1  
LL-664-01

**DISCLOSURE OF PRINCIPLES**

In compliance with City of Las Vegas Resolution R-105-99, the undersigned certifies that Cingular Wireless, is a public corporation required to provide ownership disclosure under federal law, and that a current copy of such federal disclosure is submitted herewith.

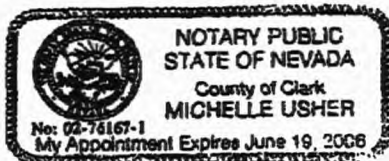
Cingular Wireless

By: *Ronda A. Dwyer*  
Manager of Real Estate  
+ Construction

\_\_\_\_\_  
State of Nevada )  
County of Clark ) ss.

Subscribed and sworn to before me this  
15<sup>th</sup> day of February, 2006.

*Michelle Usher*  
Notary Public





**AGENDA SUMMARY PAGE**  
**CITY COUNCIL MEETING OF: DECEMBER 6, 2006**

**DEPARTMENT: FIELD OPERATIONS**  
**DIRECTOR: LARRY HAUGSNESS**

☒ Consent ☐ Discussion

**SUBJECT:**

Approval of an Offer and Acceptance Agreement whereby Yakov Hefetz and/or nominee sells approximately 4.86 acres of land located at 15 West Owens Avenue, APN 139-27-502-003 to Priority One Commercial and/or nominee on behalf of the City of Las Vegas (\$2,540,000 plus closing costs - Redevelopment Set Aside Funds [RDA]/Community Development Block Grant Funds [CDBG]) - Ward 5 (Weekly)

**Fiscal Impact**

☐

No Impact

☐

Augmentation Required

☒

Budget Funds Available

Dept./Division: Field Operations/Real Estate

Amount: \$2,540,000 plus closing costs

Funding Source: RDA/CDBG Funds

**PURPOSE/BACKGROUND:**

The City desires to acquire this parcel for the future development of affordable housing. Neighborhood Services staff shall complete all HUD required Environmental Review (ER). No CDBG funds may be committed or expended prior to compliance with 24 CFR Part 58 and final notification by Neighborhood Services. Once the purchase agreement is finalized, CDBG funds will be used to purchase the property.

**RECOMMENDATION:**

Staff recommends approval

**BACKUP DOCUMENTATION:**

Offer and Acceptance Agreement

Motion made by GARY REESE to Approve Items 11 through 42 as recommended

Passed For: 5; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 2

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

# CBRE

CB RICHARD ELLIS

## OFFER AND ACCEPTANCE AGREEMENT AND EARNEST MONEY RECEIPT

CB RICHARD ELLIS, INC.  
BROKERAGE AND MANAGEMENT

Las Vegas, Nevada November 9, 2006

Received from Priority One Commercial and/or Assignee ("Purchaser"), the sum of Fifty Thousand and no/100 Dollars (\$50,000.00) in the form of Cash, as an earnest money deposit on account of the purchase price of Two Million Five Hundred Forty Thousand and no/100 Dollars (\$2,540,000.00) for that real property located in the City of Las Vegas County of Clark, State of Nevada, described as follows (the "Property"): +/- 4.86 acres located at 15 W. Owens Avenue, Las Vegas, Nevada 89106; also known as APN:139-27-502-003 as referenced in the attached Exhibit "A"

Flood Zone: No [X] Yes [ ] (Attach Flood Notice)

### TERMS OF SALE:



The aforementioned deposit shall be held by CB RICHARD ELLIS, INC. ("Broker") the "Escrow Holder", subject to applicable statutes and regulations until Seller's acceptance of this contract, at which time said deposit shall be placed into escrow by Broker for the account of Purchaser. The remainder of the purchase price shall be paid by Purchaser as follows: upon mutual execution of this Agreement, Purchaser and Seller shall open Escrow and the Purchaser shall deposit the Earnest Money Deposit ("EMD") of Fifty Thousand and No/100 Dollars (\$50,000.00) immediately into the escrow account, which shall be applicable to the Purchase Price and fully refundable until the expiration of the Contingency Period. *\* See Addendum*

2. Promptly after mutual execution of this contract, Purchaser and Seller shall open an escrow with Chicago Title Company, ATTN: Michelle Robbins ("Escrow Holder"), and shall execute such instructions as Escrow Holder may request which are not inconsistent with the provisions of this contract. Said escrow shall close on or before February 15, 2007. The parties may execute additional escrow instructions as they may agree upon. *1. Item #2*  
*MARCH 1, 2007* *(7)*
3. As soon as reasonably possible following opening of escrow, Seller shall pay for and furnish to Purchaser a preliminary title report on the Property (the "Report"), together with full legible copies of all exceptions in the Report. Purchaser shall have ten (10) days after receipt of the Report and said copies of exceptions within which to notify Seller and Escrow Holder in writing of Purchaser's reasonable disapproval of any such exceptions. Failure of Purchaser to disapprove in writing any exceptions within the aforementioned time limit shall be deemed to be an approval of the Report. In the event Purchaser disapproves any exception(s) in the Report, Seller shall have until -10- days before the date of closing to eliminate any disapproved exceptions from the proposed policy of title insurance to be issued in favor of Purchaser, and if such exceptions are not eliminated then the escrow shall be canceled, this contract shall be null and void, and the deposit returned to Purchaser unless Purchaser then elects to waive its prior disapproval. Seller, at its expense, shall provide marketable title, as evidenced by Escrow Holder's standard policy of title insurance in the amount of the purchase price, showing title in Purchaser.
4. Time is of the essence of this contract. If, after a good faith effort, any condition stated in this contract has not been eliminated or satisfied within the time limits and pursuant to the provisions of this contract, then this contract may be deemed null and void, the deposit shall be returned to Purchaser, and the escrow shall be canceled. Either party may resort to such remedies as it may have in law or equity.
5. Seller warrants that Seller has not received nor is Seller aware of any notification, demand or request (or any pending or threatened action or litigation) from governmental or quasi-governmental authority having jurisdiction; requiring any work to be done on or affecting the Property or indicating an intent to condemn the Property or any portion thereof. Seller further warrants that Seller has no actual knowledge of any violations of law, municipal or county ordinances or other legal requirements affecting the Property, or with respect to the use of occupancy thereof, or construction thereon. Seller further warrants that in the event Seller acquires any such knowledge or receives any such notice or notices prior to the close of escrow and Seller is unable to or does not elect to perform the work required to correct any problem at Seller's sole cost and expense on or before the close of escrow, said information or notices shall be submitted to Purchaser for its examination and written approval. In the event Purchaser does not notify Seller and Escrow Holder of its approval of any such notice or consent to acquisition of the Property notwithstanding the problem, within ten (10) days after receipt thereof, and thereby elects not to acquire the Property subject to the effect of the same, then this contract shall be deemed null and void, the deposit shall be returned to Purchaser and the escrow shall be canceled.
6. Real property taxes, rentals, insurance premiums, interest on encumbrances, and operating expenses, if any, shall be prorated as of the date of closing. Special assessments, if any, shall be paid in full by Purchaser when due, but shall be prorated as of the date of closing. Seller shall pay the cost of any documentary transfer tax required by any lawful authority. Purchaser and Seller shall each pay one-half of the escrow fees.
7. Neither this contract nor any interest therein shall be assignable by Purchaser without Seller's prior written consent. Notwithstanding the foregoing, Purchaser shall have the right to assign this contract and Purchaser's rights under it to an entity in which Purchaser has an ownership interest and a right of management, subject to the terms and provisions of this contract, provided that the assignee assumes all obligations of Purchaser and agrees to execute all documents and to perform all obligations imposed on Purchaser as if the assignee were the original purchaser in this contract. In no event shall an assignment relieve Purchaser of its obligations under this contract. *\*Applicable only if not assigned to the City of Las Vegas.*
8. Unless otherwise specified herein, possession of the Property shall be delivered to Purchaser at the closing.

9. Purchaser shall have 60 days from mutual execution of this contract (the "Contingency Period") within which to investigate the Property, its value, zoning, environmental and building matters, its condition, including, but not limited to the presence of asbestos, hazardous materials and underground storage tanks, and its suitability for Purchaser's intended use. Seller warrants that it is unaware of any material defect in the Property or improvements thereon with the exception of the following, to wit: None (If none, so indicate.)  
If Purchaser gives written notice to Seller by 5:00 P.M. of the final date of the Contingency Period, of reasonable dissatisfaction with any of the referenced matters, and Seller and Purchaser have not entered into a mutually agreeable resolution of the matter by 5:00 P.M. 5 days thereafter, this contract shall be deemed canceled and Purchaser shall be entitled to return of the deposit. If Purchaser fails to give written notice of dissatisfaction by 5:00 P.M. of the last day of the Contingency Period, then Purchaser's right to object to such matters shall be deemed waived.

INITIALS  
[Signature]

~~Upon expiration of Contingency Period EMD shall become non-refundable, applicable to the Purchase Price and immediately released to Seller~~ CS

10. If the improvements on the Property are destroyed or materially damaged between the date hereof and the close of escrow, this contract shall at Purchaser's election immediately become null and void, and the deposit returned. If Purchaser elects to accept the Property in its then condition, all proceeds of insurance payable to Seller by reason of such damage shall be assigned and paid to Purchaser, subject to prior rights of encumbrancers, if any.
11. If a promissory note is given as an earnest money deposit, such note shall be converted to cash, cashier's check or certified funds on or before the latest of (a) 5:00 P.M. of the last day of the Contingency Period, (b) the day upon which the parties come to agreement on resolution of the matters referenced in paragraph 9, or (c) the date set for such resolution in paragraph 9, and such cash, cashier's check or certified funds shall be deposited into escrow.
12. The following shall apply in the event of default by either party under this contract:

(a) IF PURCHASER IS IN DEFAULT (check one):

       Specific Performance/Damages

Seller may elect to treat this contract as canceled, in which case all payments and things of value received hereunder shall be retained by Seller, and Seller may recover such further damages as may be proper, or Seller may elect to treat this contract as being in full force and effect and Seller shall have the right to specific performance, or damages, or both.

  X   Liquidated Damages

All payment and things of value received hereunder shall be forfeited by Purchaser and retained by Seller and both parties shall thereafter be released from all obligations hereunder. It is agreed that such payments and things of value are LIQUIDATED DAMAGES and (except as provided in subsection (c) are SELLER'S SOLE AND ONLY REMEDY for Purchaser's failure to perform the obligations of this contract. Seller expressly waives the remedies of specific performance and additional damages.

(b) IF SELLER IS IN DEFAULT:

Purchaser may elect to treat this contract as canceled, in which case all payments and things of value received hereunder shall be returned to Purchaser and Purchaser may recover such damages as may be proper, or Purchaser may elect to treat this contract as being in full force and effect and Purchaser shall have the right to specific performance, or damages, or both.

(c) COSTS AND EXPENSES:

In the event any dispute between Purchaser and Seller relating to this contract should result in litigation or arbitration, the prevailing party shall be entitled to all costs and reasonable attorneys' fees.

13. Any addendum or exhibit attached hereto and either signed or initialed by Purchaser and Seller shall be deemed a part hereof and incorporated herein.

14. Seller and Purchaser each warrant that they have dealt with no other real estate brokers in connection with this transaction except: Nick Till of CB RICHARD ELLIS, INC., who represents Seller, and Priority One Commercial (brokerage company), who represents Purchaser.

INITIALS  
[Signature]

In the event that CB RICHARD ELLIS, INC. represents both Seller and Purchaser, Seller and Purchaser hereby confirm that they were timely advised of the dual representation and consent to the same, and that they do not expect said broker to disclose to either of them the confidential information of the other party. SEE ATTACHED DUTIES OWED BY A NEVADA REAL ESTATE LICENSEE.

15. In the event that the deposit provided for herein is to be held in Broker's trust account, Purchaser and Seller understand and agree that due to the large number of Broker's clients and the resulting aggregate cash balances in Broker's accounts, Broker may derive direct benefits which shall be deemed permissible compensation to Broker in addition to any other amount provided for by this contract.

16. In the event that Broker deems it necessary to file an interpleader action in court to resolve a dispute over the earnest money deposit referred to herein, Purchaser and Seller authorize Broker to draw from the earnest money deposit an amount necessary to advance the legal fees and costs of bringing the interpleader action. The amount of deposit remaining after advancing those costs shall be interpleaded into court in accordance with state law. Purchaser and Seller further agree that the defaulting party shall pay the further court costs and reasonable attorneys' fees incurred by Broker in bringing or being involved in such action, if any.

17. The Foreign Investment in Real Property Tax Act ("FIRPTA"), IRC 1445, requires that every purchaser of U.S. real property must, unless an exemption applies, deduct and withhold from Seller's proceeds ten percent (10%) of the gross sales price. The primary exemptions which might be applicable are: (a) Seller provides Purchaser with an affidavit under penalty of perjury, that Seller is not a "foreign person," as defined in FIRPTA, or (b) Seller provides Purchaser with a "qualifying statement," as defined in FIRPTA, issued by the Internal Revenue Service. Seller and Purchaser agree to execute and deliver as appropriate, any instrument, affidavit and statement, and to perform any acts reasonably necessary to carry out the provisions of FIRPTA and regulations promulgated thereunder.

18. This contract constitutes the entire agreement between Purchaser and Seller regarding the Property, and supersedes all prior discussions, negotiations and agreements between Purchaser and Seller, whether oral or written. Neither Purchaser, Seller nor

Broker shall be bound by any understanding, agreement, promise, representation or stipulation concerning the property, express or implied, not specified herein.

19. Unless Seller accepts this offer to purchase the Property by signing and delivering a copy to Purchaser or Purchaser's agent on or before November 16, 2006 this offer shall become null and void, and the deposit made herewith shall be returned to Purchaser. Purchaser hereby agrees to purchase the Property for the price and upon the terms and conditions set forth herein, and hereby acknowledges receipt of a copy of this contract.
20. The parties hereto agree to comply with all applicable federal, state and local laws, regulations, codes, ordinances and administrative orders having jurisdiction over the parties, property or the subject matter of this Agreement, including, but not limited to, the 1984 Civil Rights Act and all amendments thereto, the Foreign Investment in Real Property Tax Act, the Comprehensive Environmental Response Compensation and Liability Act, and The Americans With Disabilities Act.

Dated: 11-13-06

Purchaser: Priority One Commercial and/or Assignee

By: [Signature]

Title: [Signature]

By: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Broker:  
CB Richard Ellis, Inc.  
Licensed Real Estate Broker

By: \_\_\_\_\_



Nick Till  
Associate

The undersigned Seller hereby accepts this contract and agrees to sell the Property to Purchaser for the price and on the terms and conditions set forth herein. Seller agrees to pay Broker a real estate brokerage commission for services rendered in effecting this sale, in the amount called for in Seller's contract with Broker for a commission relating to the sale of the Property, if any, and otherwise in the amount of Six percent (6%) of the accepted sales price. Nick Till of CB Richard Ellis shall receive a four percent (4%) commission, and Priority One Commercial shall receive a two percent (2%) commission. Seller understands that Purchaser is a Nevada Real Estate Licensee. This commission is earned as set forth in said contract between Seller and Broker, and if none, then as of the mutual execution of this contract. If earnest money or similar deposits made by Purchaser are forfeited, in addition to any other rights of Broker, Broker shall be entitled to one-half (1/2) thereof, but not to exceed the total amount of the anticipated commission. Sale proceeds sufficient to pay the commission are hereby assigned to Broker, and Escrow Holder is hereby instructed to pay said commission to Broker out of Seller's proceeds at the close of escrow. This instruction shall not be withdrawn or modified without Broker's written consent. Nothing contained herein shall negate any additional rights Broker may have under any other contract between Seller and Broker for the marketing or sale of Property. Seller hereby acknowledges receipt of a copy of this Agreement.

Dated: 11-09-2006

Seller: Yakov Hefetz 2002 Revocable Trust,  
Yakov Hefetz Trust

By: YAKOV JACK HEFETZ

Title: OWNER TRUST

By: \_\_\_\_\_

Title: \_\_\_\_\_

Address: 3575 Shelome

Las Vegas, Nevada 89121

APPROVED AS TO FORM

Thomas R. Green 11/16/06  
Thomas R. Green Date  
Deputy City Attorney



# ADDENDUM 1

This is ADDENDUM 1 to the OFFER AND ACCEPTANCE AGREEMENT AND EARNEST MONEY RECEIPT, by and between PRIORITY ONE COMMERCIAL as PURCHASER/BUYER and YAKOV HEFETZ 2002 REVOCABLE TRUST, YAKOV HEFETZ TRUST as SELLER, dated November 9, 2006.

1. ~~Termination Rights:~~ Seller has the right to terminate this Agreement on or before December 8, 2006. *CE*
2. ~~Extensions:~~ In the event the Purchaser requires or requests additional time for closing, the escrow shall be extended for thirty (30) days after the original Closing Date negotiated in this Agreement upon Purchaser depositing an additional Fifty Thousand and no/100 Dollars (\$50,000.00) into escrow as additional Earnest Money. Said monies shall be deposited into escrow on or before the original Closing Date or the extended closing date, and shall be applicable to the Purchase Price and fully refundable. *CD*  
\*Please see item no. 4
- \*3. Purchaser shall deposit Ten Thousand and no/100 (\$10,000.00) Earnest Money immediately into the escrow account. Purchaser shall deposit an additional Forty Thousand and no/100 (\$40,000.00) Earnest Money into the escrow account within twenty four hours after Las Vegas City Council approval on December 6, 2006.
- \*4. Extensions: Should Purchaser request, one additional 30-day extension of due diligence will be granted and an additional deposit of Fifty Thousand and no/100 Dollars (\$50,000.00) shall be deposited into escrow, applicable to sales price and fully refundable.

SELLER: Yakov Hefetz 2002 Revocable Trust, Yakov Hefetz Trust

PURCHASER: Priority One Commercial and/or Assignee

By: *[Signature]*  
Title: YAKOV JACK HEFETZ

By: *[Signature]*  
Title: President

By: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: 10-13-06

APPROVED AS TO FORM

*[Signature]* 11/16/06  
Thomas R. Green Date  
Deputy City Attorney

ADDENDUM 2

This is ADDENDUM 2, to the OFFER AND ACCEPTANCE AGREEMENT AND EARNEST MONEY RECEIPT, by and between PRIORITY ONE COMMERCIAL as PURCHASER/BUYER and YAKOV HEFETZ 2002 REVOCABLE TRUST, YAKOV HEFETZ TRUST as SELLER, dated November 9, 2006

1. Termination Rights: Seller has the right to terminate the Agreement on or before December 8<sup>th</sup>, 2006 if the City of Las Vegas City Council, in their meeting of December 6, 2006 does not vote to allocate funds in the amount of the Purchase Price for the purchase of said property.
2. Should buyer elect to use their 30-day extension, as agreed to in Addendum 1, item #4, buyer will place the additional Fifty Thousand and no/100 Dollars (\$50,000.00) into escrow as additional deposit to be applied toward the purchase price and fully refundable, within twenty four hours of executed granted extension.

SELLER: Yakov Hefetz 2002 Revocable Trust, Yakov Hefetz Trust

PURCHASER: Priority One Commercial

BY:  
Title:

YAKOV HEFETZ TRUST  
[Signature]  
11-16-06

BY:  
Title:

[Signature]  
[Signature]  
11-15-06

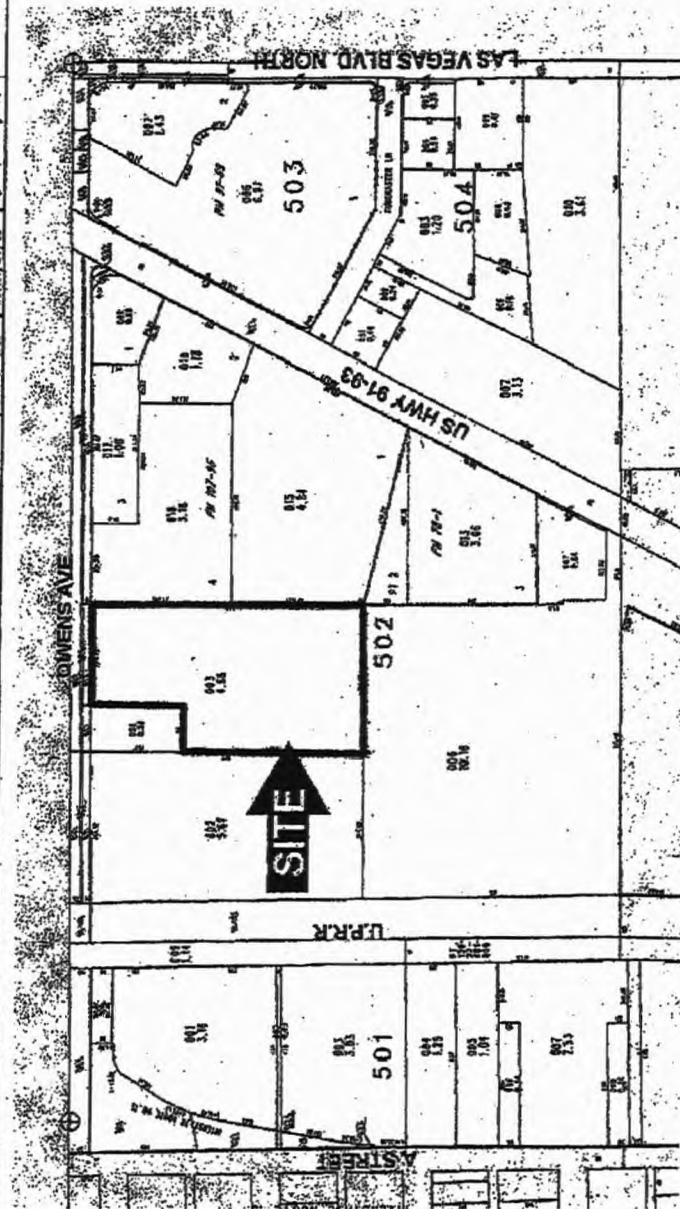
Dated:

Dated:

APPROVED AS TO FORM

Thomas R. Green 11/16/06  
Thomas R. Green Date  
Deputy City Attorney

## TAX DIST 200

[illegible]

**AGENDA SUMMARY PAGE**  
**CITY COUNCIL MEETING OF: DECEMBER 6, 2006**

**DEPARTMENT: FIELD OPERATIONS**

**DIRECTOR: LARRY HAUGSNESS**

☒ **Consent** ☐ **Discussion**

**SUBJECT:**

Approval authorizing staff to apply for a Recreation and Public Purpose Lease from the Bureau of Land Management for approximately 5 acres of land for APN 126-01-401-013 located in the vicinity of Iron Mountain Road and Alpine Ridge Way (\$100 - Real Estate/Rental of Land) - Ward 6 (Ross)

**Fiscal Impact**

☐

**No Impact**

☐

**Augmentation Required**

☒

**Budget Funds Available**

**Dept./Division:** Field Operations/Real Estate

**Amount:** \$100

**Funding Source:** Real Estate/Rental of Land

**PURPOSE/BACKGROUND:**

Staff has identified this site as ideal for a future public park location/Metro Substation to meet the growing demands for recreation facilities and Metro Substations to service current and future citizens in this area.

**RECOMMENDATION:**

Staff recommends approval and authorization of staff to execute any additional documents from the Bureau of Land Management necessary to maintaining this lease in good standing with the Bureau of Land Management.

**BACKUP DOCUMENTATION:**

Application

Motion made by GARY REESE to Approve Items 11 through 42 as recommended

Passed For: 5; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 2

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



**APPLICATION FOR LAND  
FOR  
RECREATION AND PUBLIC PURPOSE**

**IRON MOUNTAIN RD. AND ALPINE RIDGE WAY  
LAS VEGAS METROPOLITAN POLICE SUBSTATION  
AND  
NEIGHBORHOOD PARK**

**CITY OF LAS VEGAS  
LAS VEGAS, NEVADA**

Dec. 6, 2006

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT  
**APPLICATION FOR LAND FOR  
RECREATION OR PUBLIC PURPOSES**

(Act of June 14, 1926, as amended; 43 U.S.C. 869; 869-4)

FORM APPROVED  
OMB No. 1004-0012  
Expires: June 30, 1996

|      |                                 |
|------|---------------------------------|
| Date | Serial Number<br>(BLM use only) |
|------|---------------------------------|

Home phone (include area code)

Business phone (include area code)  
(702) 229-1022

1a. Applicant's name  
City of Las Vegas

b. Address (include zip code)  
400 Stewart Ave.  
Las Vegas, NV 89101

2. Give legal description of lands applied for (include metes and bounds description, if necessary)

| SUBDIVISION                                                                                  | SECTION | TOWNSHIP | RANGE | MERIDIAN    |
|----------------------------------------------------------------------------------------------|---------|----------|-------|-------------|
| SE <sup>1</sup> / <sub>4</sub> SE <sup>1</sup> / <sub>4</sub> SW <sup>1</sup> / <sub>4</sub> | 01      | 19 S.    | 59 E. | M.D.M., Nv. |

Co Clark State of Nevada Containing (acres)

3a. This application is for ☒ Lease ☒ Purchase (If lease, indicate year )

b. Proposed use is ☐ Public Recreation ☐ Other Public Purposes

Describe the proposed use of the land. The description must specifically identify an established or definitely proposed project. Attach a detailed plan and schedule for development, a management plan which includes a description of how any revenues will be used, and any known environmental or cultural concerns specific to the land.

See Attached Plan of Development

If applicant is State or Political subdivision thereof, cite your statutory or other authority to hold land for these purposes.  
Authority is derived from Chapter 268 of NRS and the Charter for the City of Las Vegas adopted by the Nevada Legislature, Chapter 515, Statutes of Nevada 1971, p. 1063.

Attach a copy of your authority for filing this application and to perform all acts incident thereto.

If land described in this application has not been classified for recreation and/or Public purposes pursuant to the Recreation and Public Purposes Act, consider this application as a petition for such classification.

8. Are all activities, facilities, services, financial aid, or other benefits as a result of your proposed development provided without regard to race, color, religion, national origin, sex, or age? ☒ Yes ☐ No (If "no," describe the situation or activity and your plans for achieving compliance.)

9. Are all activities, facilities, and services constructed or provided as a result of your proposed development accessible to and usable by persons with disabilities? ☒ Yes ☐ No (If "no," describe the situation or activity and the reasons for nonaccessibility).

Applicant's Signature

*Edmundo*

Date

*Dec 7 2006*

Title 18 U.S.C. Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representation as to any matter within its jurisdiction.

### GENERAL INSTRUCTIONS

1. Type or print plainly in ink.
2. Submit application and related plans to the BLM District or Resource Area Office in which the land is located.
3. Study controlling regulations in 43 CFR 2740 (*Sales*) and 43 CFR 2912 (*Leases*).
4. If applicant is non-governmental association or corporation, attach a copy of your charter, articles of incorporation or other creating authority. If this information has been previously filed with any BLM office, refer to previous filing by date, place, and case serial number.
5. If applicant is non-governmental association or corporation, attach a copy of your authority to operate in the State where the lands applied for are located. If previously filed with any BLM office, refer to previous filing by date, place, and case serial number.

### SPECIFIC INSTRUCTIONS

(Items not listed are self-explanatory)

#### Item

2. If land is surveyed, give complete legal description. If land is unsurveyed, description should be by metes and bounds connected, if feasible, by course and distance with a corner of public land survey. If possible, approximate legal subdivisions of unsurveyed lands should be stated. Acreage applied for must not exceed that specified by regulations.
- 3a. Generally, title to lands will not be granted upon initial approval of an application. In order to assure proper development or use plans, the general practice will be to issue a lease or lease with option to purchase after development is essentially completed. In any case, term of lease may not exceed 20 years for non-profit organizations or 25 years for governmental agencies, instrumentalities or political subdivisions.
4. Leases and patents under this act are conditioned upon continuing public enjoyment of the purposes for which the land is classified. The plan of development, use, and maintenance must show, at a minimum:
  - a. A need for proposed development by citing population trends, shortage of facilities in area, etc.
  - b. That the land will benefit an existing or definitely proposed public project authorized by proper authority.
  - c. Type and general location of all proposed improvements, including public access (*roads, trails, etc.*). This showing may take the form of inventory lists, maps, plats, drawings, or blueprints in any combination available and necessary to describe the finished project. Site designs should be provided for intensive use sites and general information about improvements existing or planned on lands within the overall project.
- d. An estimate of the construction costs, how the proposed project will be financed, including a list of financial sources, and an estimated timetable for actual construction of all improvements and facilities.
- e. A plan of management to include operating rules, proposed source and disposition of revenues arising from the proposed operation, personnel requirements, etc.
- f. A specific maintenance plan to include, for example, sewage and garbage disposal, road maintenance, upkeep and repair of grounds and physical facilities, etc.
- g. Applications for solid waste disposal sites must comply with guidelines established by the Environmental Protection Agency (40 CFR 258) and must include a detailed physical description of the site including a map, description of ground water situation, soil characteristics and management plan.
6. This may consist of a copy of a delegation of authority, resolution or other evidence of authority from the governing board of the applicant's organization, copy of the by-laws of the organization, or the like.

## **AUTHORIZATION**

The following action by the City of Las Vegas Council authorizes the submittal of the application for the acquisition of those parcels contained herein under the Recreation and Public Purposes Act.



## LEGAL DESCRIPTION

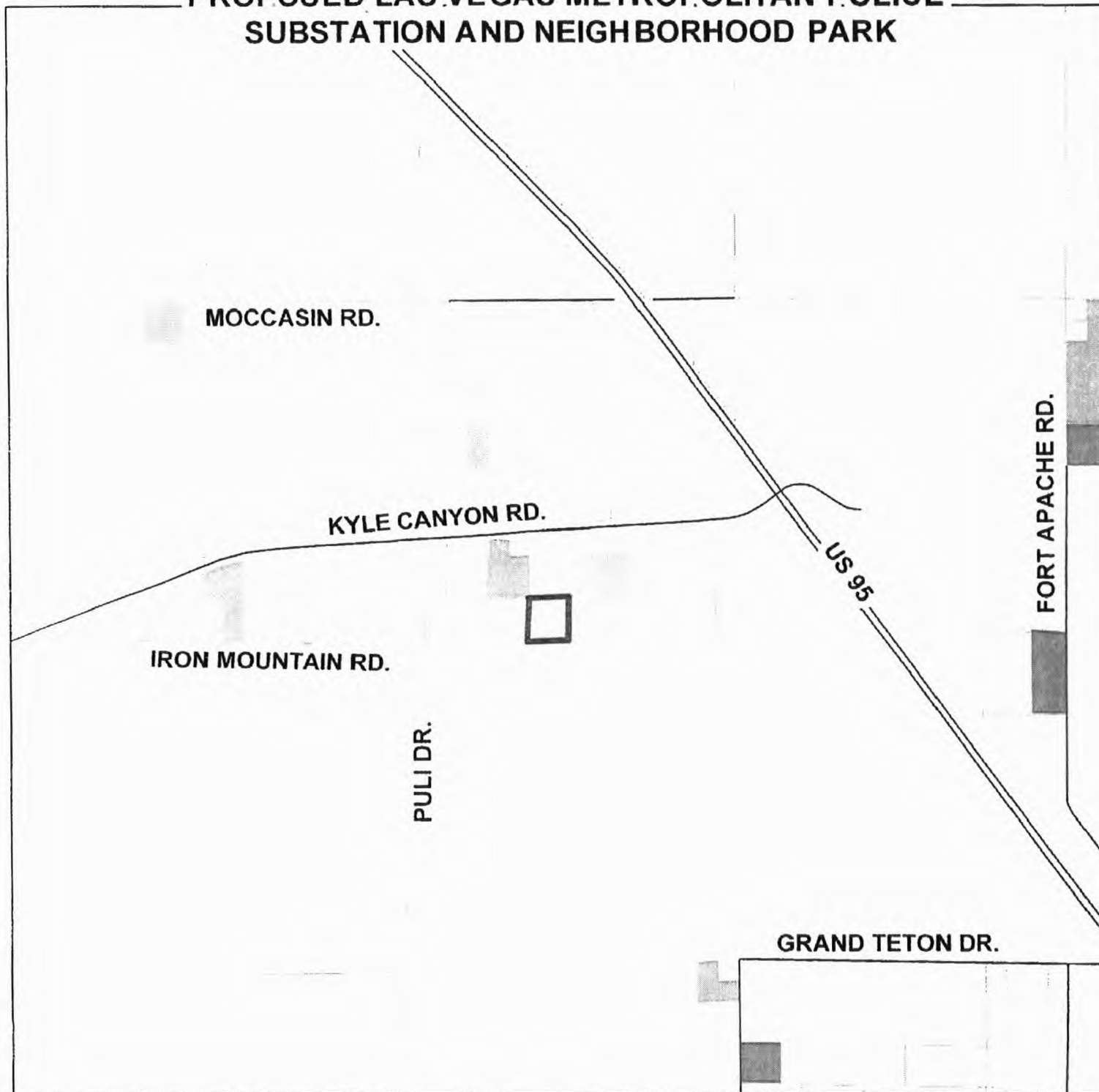
## **LEGAL DESCRIPTION**

Mount Diablo Meridian, Nevada  
T. 19S., R. 59E., Sec. 01  
SE $\frac{1}{4}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$ .  
(approximately 10 acres)

## **SITE MAP**

# PROPOSED LAS VEGAS METROPOLITAN POLICE SUBSTATION AND NEIGHBORHOOD PARK

Site Map



## Legend

- scl\_majors
- Leased
- Applied
- USA Parcels
- Proposed Substation

Facilities Management  
Real Estate & Utilities



11/13/06



## LOCATION MAP

# PROPOSED LAS VEGAS METROPOLITAN POLICE SUBSTATION AND NEIGHBORHOOD PARK

Location Map

## Legend

Parcels

— scl\_majors

■ Leased

■ Applied

□ USA Parcels

□ Proposed Substation

KYLE CANYON RD.

US 95

ALPINE RIDGE WAY

HUALAPAI WAY

IRON MOUNTAIN RD.

Facilities Management  
Real Estate & Utilities



11/13/06

## **PLAN OF DEVELOPMENT**

## PLAN OF DEVELOPMENT

It is anticipated that the substation and park site will be constructed in one phase.  
Work would include:

- Street Grading and Paving
- Off-site Improvements
- Street Striping and Signage and Signal Construction
- Site Earthwork
- Substation Building
- Dumpsite Enclosure
- Landscaping
- Picnic Shelters
- Restrooms
- Walking Path
- Parking Lot



## **FUNDING**

It is anticipated the City of Las Vegas will provide for the construction of the facilities with general funds, future park bonds and Residential Construction Impact Fees and developer contribution in lieu of fees.

## **MAINTENANCE**

The City of Las Vegas agrees to maintain the substation and park site in a satisfactory manner during development. Funding for maintenance and custodial services shall become a part of the annual operating budgets.

## **STATEMENT OF NEED**

The City of Las Vegas is one of the fastest growing communities in the country and most of this growth has occurred in the northwest sector of the City. During the past four years, from the period from 1997 to 2001 the population increased by an estimated 310,164 citizens. This tremendous growth is expected to continue for several years.

As the City of Las Vegas continues to grow, increased demands will be placed upon the City to provide for new parks, recreation facilities and for public safety for existing and future residents.

It is imperative for the City of Las Vegas to plan, acquire and develop these facilities in a timely manner, to ensure that these services will be available when needed. Due to revenue reform at the state and federal levels and the budget constraints of a growing community, the City finds it necessary to minimize the cost of these acquisitions.

It is intended that the substation site will include a building (offices, kitchen facilities, restrooms, utility/storage rooms), separate paved parking areas for police and citizens, landscaping and off-site street improvements. The park will be geared to all ages and abilities and will include group picnic shelters, restrooms, open space and a walking path.

## **MANAGEMENT PLAN**

The City of Las Vegas Agrees to the following commitments which will be incorporated by reference in the conveyance of the subject land:

1. To maintain the lands open without discrimination or favor.
2. To make no more than a reasonable charge for the use of facilities on the land (whether by concession or otherwise). The City Council will submit to the Bureau of Land Management a schedule of charges. All charges shall be subject to review for conformance with this requirement and appropriate modifications by the Secretary of the Interior or his delegate after reasonable notice and opportunity for hearing.
3. To develop and manage the land in accordance with the approved program of utilization submitted with this application.
4. To secure the approval of the Secretary of the Interior or his delegate on all plans of construction prior to commencing actual construction.
5. To maintain in satisfactory condition the facilities on this land.

**AGENDA SUMMARY PAGE**  
**CITY COUNCIL MEETING OF: DECEMBER 6, 2006**

**DEPARTMENT: FIELD OPERATIONS**

**DIRECTOR: LARRY HAUGSNESS**

☒ **Consent** ☐ **Discussion**

**SUBJECT:**

Approval of a Grant of Easement from the City of Las Vegas to Nevada Power Company to cancel and supersede the Right of Entry previously on record and continue to allow Nevada Power Company access to the site for electrical systems needs located at 800 North M. L. King Boulevard commonly known as the Guy Recreation Center/Agassi Teen Center, APN 139-28-701-001 - Ward 5 (Weekly)

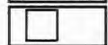
**Fiscal Impact**



**No Impact**



**Augmentation Required**



**Budget Funds Available**

**Dept./Division:**

**Amount:**

**Funding Source:**

**PURPOSE/BACKGROUND:**

This Grant of Easement cancels and supersedes the Right of Entry previously on record and will continue to allow Nevada Power Company access to the site for electrical facilities needs.

**RECOMMENDATION:**

Staff recommends approval

**BACKUP DOCUMENTATION:**

1. Grant of Easement
2. Unrecorded Right-of-Entry

Motion made by GARY REESE to Approve Items 11 through 42 as recommended

Passed For: 5; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 2

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

APN: 139-28-701-001

When recorded mail to:  
Land Services MS 9  
Nevada Power Company  
P.O. Box 98910  
Las Vegas, NV 89151-0001

### **GRANT OF EASEMENT**

I(WE) **THE CITY OF LAS VEGAS, a municipal corporation**, for One Dollar and other valuable consideration, do hereby grant and convey to **NEVADA POWER COMPANY** its successors and assigns, the right to construct, to operate, to add to, to maintain, and to finally remove underground electric system(s), consisting of duct lines, manholes, vaults, wires, cables, transformer installation above or below ground surface, service boxes, and other fixtures and apparatus, or any thereof, for the transmission and distribution of electricity and/or communications cable upon, over, under, and across the parcel(s) hereinafter described and the right of ingress and egress to and over the said parcel(s); together with the right to clear and keep cleared any obstruction from the surface or subsurface as may be deemed necessary to insure the safe and proper operation of said electric system(s).

The above referred to parcel of land in the County of Clark, State of Nevada, is that portion of the Southeast Quarter (SE1/4) of Section 28, Township 20 South, Range 61 East, M.D.B.&M., more particularly described as follows:

**SEE EXHIBITS "A" AND "B" ATTACHED HERETO AND MADE A PART THEREOF.**

RW# 0848-06mm  
WO #165324 (Agassi Teen Center)  
Reference Document: 0000:0190368

The Grantor(s) retain(s) the right to fence, plant, pave, landscape, maintain, alter or otherwise improve and to so use said parcel(s) for its own purposes so long as such use is consistent with the National Electric Safety Code and standard electrical practices and does not interfere with the rights herein granted. Property owner shall not permit the construction or placement of any structures within easement area, including, but not limited to, parking canopies, storage buildings and covered facilities without the written consent of Nevada Power Company.



WITNESS my (our) hand(s) this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

THE CITY OF LAS VEGAS

ATTEST:

BY: OSCAR B. GOODMAN  
TITLE: MAYOR

BARBARA JO RONEUMUS  
CITY CLERK

APPROVED AS TO FORM:

Thomas R. Green 11/8/06  
DEPUTY CITY ATTORNEY  
Thomas R. Green

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me,  
\_\_\_\_\_, a Notary Public, personally appeared  
\_\_\_\_\_, personally  
known to me (or proved to me on the basis of satisfactory evidence) to  
be the person(s) who executed the within instrument as \_\_\_\_\_  
\_\_\_\_\_ on behalf of THE CITY OF LAS VEGAS  
the municipal corporation herein named, and acknowledged to me  
that said municipal corporation executed it.

\_\_\_\_\_  
Notary Public

Notary Seal:

RW# 0848-06mm  
WO #165324 (Agassi Teen Center)

## **EXHIBIT A**

**That portion of the Southeast Quarter (SE1/4) of Section 28, Township 20 South, Range 61 East, M.D.B.&M., more particularly described as follows:**

### **CENTERLINE ONE:**

**A strip of land, 8.00 feet in width, lying 4.00 feet on each side of the following described centerline:**

**COMMENCING at the Northwest corner of the Northwest Quarter of the Southeast Quarter (NW1/4 SE1/4) of said Section 28, being the Point of Intersection of the West line of Martin Luther King Boulevard and the centerline of Washington Avenue; thence along the said West line of Martin Luther King Boulevard South 00°11'08" East a distance of 462.06 feet; thence leaving said west line North 89°48'52" East a distance of 84.00 feet to the POINT OF BEGINNING; thence South 00°11'08" East a distance of 86.26 feet to a point hereinafter referred to as Point "A", thence South 00°11'08" East 7.59 feet to point hereinafter referred to as Point "B", the POINT OF ENDING.**

### **CENTERLINE TWO:**

**A strip of land 10.00 feet in width being 5.00 feet on each side of the following described centerline.**

**BEGINNING at the above mentioned Point "B"; thence South 59°58'27" East a distance of 34.22 feet; thence South 77°20'50" East a distance of 10.99 feet; thence South 89°57'51" East a distance of 82.42 feet; thence North 00°56'30" West a distance of 60.50 feet; thence North 89°13'57" West a distance of 7.89 feet, said point being the POINT OF ENDING.**

RW# 0848-06mm  
WO #165324 (Agassi Teen Center)

**CENTERLINE THREE:**

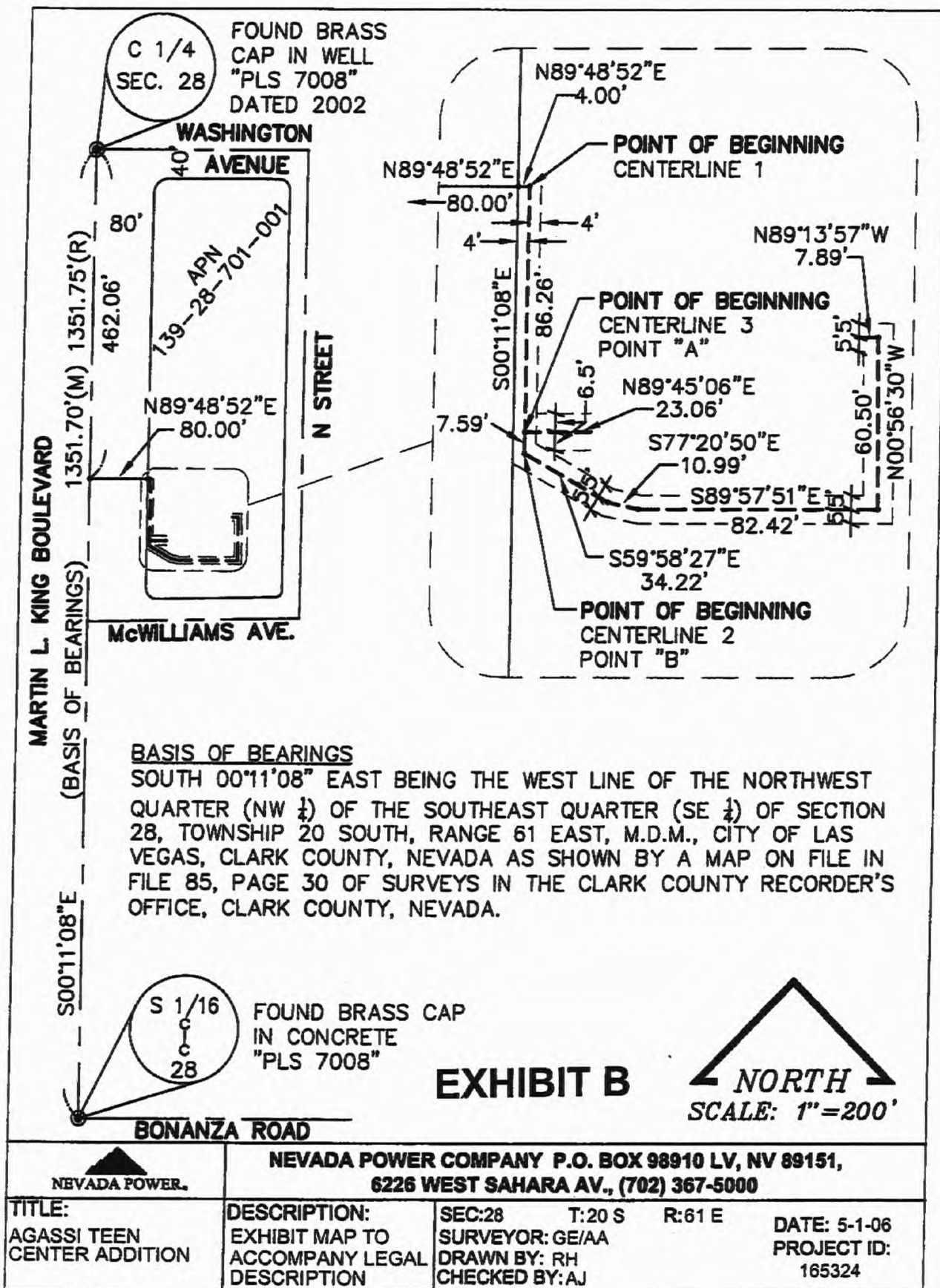
**A strip of land, 13.00 feet in width, being 6.5 feet on each side of the following described centerline:**

**COMMENCING at the above mentioned Point "A"; thence North 89°45'06" East a distance of 23.06 feet, said point being the POINT OF ENDING.**

**The sideline boundaries of said strips of land shall be lengthened or shortened so as to meet at all angle points.**

RW# 0848-06mm

WO #165324 (Agassi Teen Center)



## RIGHT OF ENTRY

I (We) CITY OF LAS VEGAS, NEVADA, a Municipal Corporation for and in consideration of One Dollar (\$1.00) receipt of which is hereby acknowledged, permission is hereby granted to NEVADA POWER COMPANY and/or their agents and/or contractors to enter in and upon land described as a portion of the Southeast Quarter (SE1/4) of Section 28, Township 20 South, Range 61 East, M.D.M., Clark County, Nevada, see attached Exhibit "A" for legal description, for the purpose of installing, energizing and maintaining electrical facilities over, under, across and upon said premises as shown on Nevada Power Company Work Request Number: 165324. APN: 139-28-701-001 ROE: 155-00km Job Name: Agassi Teen Center.

NEVADA POWER COMPANY will pay for damages, if any, sustained to the above described property as a result of the negligence of NEVADA POWER COMPANY and/or their agents and/or contractors related to the above described Work Request.

When a standard easement is prepared upon completion of the work on (my, our) property, (I, we) will execute your standard form GRANT OF EASEMENT, to describe the area and location of the work.

This agreement shall be binding upon my successors, heirs and assigns.

WITNESS my (our) hand(s) this 25th day of July, 2000.

CITY OF LAS VEGAS, NEVADA

David Reark  
BY: \_\_\_\_\_

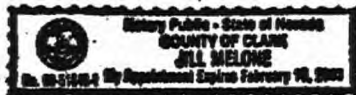
TITLE: Manager, Real Estate & Assets TITLE: \_\_\_\_\_

STATE OF Nevada )

COUNTY OF Clark )

On this 25th day of July, 2000, before me, a Notary Public in and for said State, personally appeared David Reark personally known (or proven satisfactorily) to me to be the person who executed the above instrument, and acknowledged to me that he executed the same for the purposes herein stated.

Jill Melone  
Notary Public



Notary Public Statement and/or Seal  
roe:rev. 11/22/95

WHEN RECORDED MAIL TO:  
LAND SECTION  
NEVADA POWER COMPANY  
P.O. BOX 230  
LAS VEGAS, NV 89151



## EXHIBIT "A"

That portion of the Southeast Quarter (SE1/4) of Section 28, Township 20 South, Range 61 East, M.D.M., Nevada, and further described as follows:

Commencing at the Northwest corner of the Northwest Quarter of the Southeast Quarter (NW1/4 SE1/4) of said Section 28, thence South 00°21'00" West along the West line thereof 30.00 feet;  
thence South 89°24'05" East, 80.00 feet along the South right of way line of Washington Avenue to a point of intersection of the East right of way line of Highland Avenue and the South right of way line of Washington Avenue, said point being the POINT OF BEGINNING;  
thence continuing South 89°24'05" East along the South right of way line of Washington Avenue, 214.04 feet;  
thence South 00°21'00" West parallel with the West line of the Northwest Quarter of the Southeast Quarter (NW1/4 SE1/4) of said Section 28, along the proposed centerline of "N" Street, 595.56 feet to a point on the North right of way line of McWilliams Avenue (60 feet in width);  
thence South 89°20'00" West along said North right of way line, 214.07 feet to a point of intersection with the East right of way line of Highland Avenue (80 feet in width);  
thence North 00°21'00" East along said right of way line and parallel with the West line of the Northwest Quarter of the Southeast Quarter (NW1/4 SE1/4) of said Section 28 a distance of 600.29 feet to the POINT OF BEGINNING.  
EXCEPTING THEREFROM that portion dedicated for the public use as a roadway, street and for public utility purposes by that Dedication recorded February 24, 1970 as Instrument No. 9801 in Book 13, Official Records, Clark County, Nevada.

WO# 165324

APN: 139-28-701-001

ROE: 155-00km

Job Name: Agassi Teen Center

**AGENDA SUMMARY PAGE**  
**CITY COUNCIL MEETING OF: DECEMBER 6, 2006**

**DEPARTMENT: FIELD OPERATIONS**

**DIRECTOR: LARRY HAUGSNESS**

☒ **Consent** ☐ **Discussion**

**SUBJECT:**

Approval of a License Agreement between the City of Las Vegas and Omnipoint Communications, Inc., a subsidiary of T-Mobile USA, Inc., for a wireless communications system located at 101 South Pavilion Center Drive, commonly known as the Veterans Memorial Ball Fields (\$483,552 revenue for duration of contract) - Ward 2 (Wolfson)

**Fiscal Impact**



**No Impact**



**Augmentation Required**



**Budget Funds Available**

**Dept./Division:**

**Amount:**

**Funding Source:**

**PURPOSE/BACKGROUND:**

T-Mobile will replace an existing ball field light standard with a monopole slimline array with relocated ball field lights from an existing light standard to support the wireless communication system, equipment shelter and security fencing. T-Mobile shall pay the City a one-time, administrative fee of \$1,000 and the yearly rent will start at \$15,000. The initial term is for five years with three five-year options.

**RECOMMENDATION:**

Staff recommends approval

**BACKUP DOCUMENTATION:**

License Agreement

Motion made by GARY REESE to Approve Items 11 through 42 as recommended

Passed For: 5; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 2

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

LICENSE AGREEMENT/CELL TOWERPAVILION CENTER

This License Agreement (hereinafter "Agreement") is made this 4<sup>th</sup> day of January, <sup>7<sup>th</sup></sup> 2006, by and between the City of Las Vegas, a municipal corporation of the State of Nevada (hereinafter "CLV") and Omnipoint Communications, Inc. a Delaware corporation, a subsidiary of T-Mobile USA, Inc. (hereinafter "T-Mobile").

## WITNESSETH:

WHEREAS, CLV has identified public land where Wireless Communications System facilities can be located which will not interfere with the existing public use of said land; and

WHEREAS, T-Mobile is in need of Wireless Communications System facilities, including, but not limited to replacing an existing ball field light standard with a monopole slimline array with relocated ball field lights from existing light standards to support the wireless communication system, equipment shelter, and security fencing at the same location; and

WHEREAS, the public land is located within the boundaries of 101 South Pavilion Center Drive, Las Vegas, NV, generally located in the vicinity of Pavilion Center and Alta Drive; and

WHEREAS, the facilities proposed to be constructed by T-Mobile will allow business and residential subscribers to access and/or make telephone calls to each other using wireless communications devices; and

WHEREAS, CLV has determined that entering into an Agreement at the aforementioned location, permitting T-Mobile to construct the above-referenced Wireless Communications System facilities thereon for its own use as well as use by Sublessees, under terms and conditions that will not interfere with the public's existing use of said land, will benefit the public.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. PARTIES:

The parties to this Agreement are the City of Las Vegas, a municipal corporation of the State of Nevada (hereinafter "CLV"), and Omnipoint Communications, Inc. a Delaware corporation, a subsidiary of T-Mobile USA, Inc. (hereinafter "T-Mobile").

2. DEFINITIONS:

As used in this Agreement the following terms, when capitalized, have the meaning indicated:

- 2.1 "Backhaul Network" means the physical network that connects cells to a central switching point or the Public Switch Telephone Network ("PSTN").
- 2.2 "Cell Site" means the location of a transmitter/receiver and Backhaul Network interface, which provides telephone or telecommunications type service to subscribers. The locations include whole mounted receiver/transmitter units, receiver/transmitter units located on new or existing antenna structures, receiver/transmitter units located in buildings and on rooftops.
- 2.3 "FCC" means the Federal Communications Commission or its legally appointed successor.
- 2.4 "Hazardous Materials" means any substance, material, waste, gas or particulate matter which is regulated by any local governmental authority, the State of Nevada, or the United States Government, including, but not limited to, any material or substance which is 1) defined as a "hazardous waste," "hazardous material," "hazardous substance," "extremely hazardous water," or "restricted hazardous waste" under any provision of state or local law, 2) petroleum, 3) asbestos, 4) polychlorinated biphenyl, 5) radioactive material, 6) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. State Statute 1251 et seq. (33 U.S.C. State Statute 1317), 7) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. State Statute 6901 et seq. (42 U.S.C. State Statute 9601 et seq. (42 U.S.C. State Statute 9601). The term Environmental Laws shall mean all statutes specifically described in the foregoing sentence and all applicable federal, state and local environmental health and safety statutes,

ordinances, codes, rules, regulations, orders and decrees regulating, relating to or imposing liability or standards concerning or in connection with Hazardous Materials.

2.5 “Manager” means the City Manager or his or her designee.

2.6 “Wireless Communications System” means any system which uses a form of cellular telephone or other form of wireless communication which allows business and residential subscribers to access and/or make telephone calls for voice or data through the Wireless Communications System or over the Public Switched Telephone Network (“PSTN”) using small cordless telephone devices which communicate with limited range cells (transmitter/receiver) connected to a Backhaul Network.

3. PREMISES:

3.1 CLV hereby grants a license to T-Mobile to enter the property consisting of approximately 417 square feet located at 101 South Pavilion Center Drive, Las Vegas, NV, (hereinafter “Premises”). A description of the Premises, as depicted on the Site Map, is attached hereto and incorporated herein as Exhibit “A”. The Premises are licensed for the express purpose of T-Mobile constructing, operating, and maintaining a Wireless Communications System facility in accordance with the terms and conditions set forth herein. This Agreement shall not be deemed to transfer any real property interest. All facility plans must be approved by the City and meet all applicable building codes and requirements, as provided for in Section 8.1. Construction may include, but not be limited to, a ball field light standard in which the new lighting will need to be tested by the City of Las Vegas Traffic Electrical Maintenance Section (702) 229-6331, equipment shelter, and security fencing. T-Mobile shall contact the City Park’s Maintenance Manager, John Black, at (702) 229-6988 ten (10) days prior to commencement of construction. T-Mobile cannot disrupt the programmed play on the field and will need to coordinate with Leisure Services (702) 229-6727.



T-Mobile shall exercise all due caution and make all repairs the same day as the damage occurs for any construction disruption.

4. TERM:

- 4.1 The initial term of this Agreement is five (5) years. The term will begin on the first day of the month following 90 days after the date of the execution of this Agreement by CLV (hereinafter "Commencement Date") and terminate five (5) years thereafter (hereinafter "Termination Date").
- 4.2 Additionally, T-Mobile shall have the right to renew this Agreement for three (3) additional terms of five (5) years. This Agreement shall automatically be extended for each successive renewal term, unless T-Mobile notifies CLV in writing of its intention not to renew at least ninety (90) calendar days prior to the end of the term then existing.

5. RENTAL PAYMENT:

- 5.1 The total rental payment for the First year of the term of this Agreement shall be One Thousand Five Hundred and No/100 Dollars (\$1,500.00) per month paid monthly in advance. The first rental payment shall be due within fifteen (15) days of the Commencement Date and on the first (1st) of each month thereafter. Rent payment not paid by the fifteenth (15th) of the month shall be considered late and the CLV may charge a late fee equal to one and one-half percent (1.5%) of the amount due after ten (10) days written notice to T-Mobile.
- 5.2 Beginning with the Second year of the Agreement Term and every year thereafter, including during any renewal terms, the then-current monthly rental fee shall be adjusted by multiplying the immediately preceding term, for which the rent has remained constant, by three percent (3%).
- 5.3 The "Rental Fees" schedule, attached hereto as Exhibit "B" of this Agreement, will detail the rent for the original term and each subsequent renewal term.
- 5.4 As additional consideration of this Agreement, T-Mobile shall prepay to CLV a one-time administrative payment in the amount of One Thousand and No/100 Dollars (\$1,000.00).

6. INGRESS, EGRESS AND UTILITY EASEMENT:

- 6.1 CLV hereby grants to T-Mobile an easement for ingress, egress, and utilities over properties of CLV adjacent to the Premises for construction and maintenance of the structures on the Premises, for the installation, construction, and maintenance of underground and above ground telephone, telegraph, and power lines in connection with its use of the Premises and for access to the Premises from a public road (hereinafter "Easement"). The term of this Easement shall commence upon the Commencement Date of this Agreement and shall continue until the last to occur of (i) expiration of the Agreement Term, or (ii) removal by T-Mobile of all of its property from the Premises, not to exceed thirty (30) calendar days, after expiration of the Agreement Term. The location of the Easement shall be agreed upon by the parties not later than ninety (90) calendar days after the date of execution of this Agreement and shall be included in any recorded Memorandum of this Agreement. T-Mobile, T-Mobile's employees, agents, subcontractors, lenders and invitees shall have access to the Premises without notice to CLV twenty-four (24) hours a day, seven (7) days a week, at no charge. In addition, at T-Mobile's request and expense, this Easement shall be set forth in a separate Easement Agreement which CLV and T-Mobile agree to execute and which T-Mobile shall have recorded as an encumbrance on the property of CLV and be binding upon all subsequent owners, successors and assigns.
- 6.2 T-Mobile shall exercise all due caution and make every effort to have all repairs completed the same day construction damage occurs to CLV property by T-Mobile's employees, agents or subcontractor.

7. TITLE AND QUIET POSSESSION:

- 7.1 CLV represents and covenants that CLV owns the Premises and property subject to the Easement in fee simple, free and clear of all liens, encumbrances and

restrictions of every kind and nature, except for those which currently appear in the chain of title and are reported as exceptions on the commitment for title insurance which T-Mobile may obtain. As a condition to T-Mobile's obligation hereunder CLV will, within ten (10) business days of the date of execution of this Agreement, execute and obtain from the holder of any lien an Attornment and Nondisturbance Agreement or a Subordination Agreement in form acceptable to T-Mobile.

- 7.2 CLV represents and warrants to T-Mobile that CLV has the full right to make this Agreement and that T-Mobile shall have quiet and peaceful possession of the Premises and Easement throughout the Agreement Term.

8. USE OF THE PREMISES, PERMITS, AND LIENS:

- 8.1 T-Mobile shall use the Premises for the purpose of constructing, maintaining, and operating a Wireless Communications System. T-Mobile shall have the right to replace an existing ball field light standard with a monopole slimline array with relocated and repositioned ball field lights from existing light standard to support the wireless communication system and foundation, equipment shelter, and security fencing, and to install and maintain necessary utility wires and transmission lines and air conditioning equipment and a standby power generator in support thereof, as more particularly described in the written "Plans and Details" attached hereto as Exhibit "C", which shall be submitted for review and written approval/denial, which shall not be unreasonably withheld or delayed. CLV shall give such approval or provide its request for changes within ten (10) business days of CLV's receipt of T-Mobile's plans. If CLV does not provide such approval or request for changes within such ten (10) business day period, CLV shall be deemed to have approved the plans. Nothing in this Section shall be construed to eliminate the necessity of obtaining development related permits and approvals from the other City departments and other governmental agencies. The equipment installed in the existing maintenance building shall belong to T-Mobile and be considered

its personal property and not fixtures. Construction may include, but not be limited to, a ball field light standard, equipment shelter, and security fencing.

8.2 T-Mobile shall employ isolators, circulators, resident cavities and other devices to reduce interference by all commercially reasonable means and as good engineering practice requires. The facilities and equipment installed on the Premises by T-Mobile shall not interfere with the prior existing telecommunication equipment, or any computer network, cable TV and personal communications systems of CLV, or radio frequencies utilized by the aviation industry. CLV shall have the right to engage independent testing companies to perform reasonable and appropriate testing to determine if the operation of the facilities and equipment by T-Mobile cause any unreasonable interference with any pre-existing telecommunications operations by CLV after T-Mobile has been notified in writing of a possible problem and had a reasonable time to cure the problem(s). If interference is caused by T-Mobile, T-Mobile shall reimburse CLV the reasonable cost of the testing. CLV and its agents shall have the right during the term of the Agreement to examine T-Mobile's transmitter equipment and facilities in order to detect any potential interference with CLV's pre-existing telecommunication uses, provided that T-Mobile's representative is present during such examinations.

8.3 In the event CLV determines that T-Mobile has caused interference in violation of this Agreement, T-Mobile shall take all actions necessary to eliminate such interference in accordance with reasonable technical standards. If any such interference inhibits CLV's operations at the Premises, and T-Mobile does not correct or commence to correct such interference within twenty-four (24) hours, and power down with an intermittent testing period to occur within thirty (30) calendar days, or if there are intermediate levels of interference and T-Mobile does not correct or commence to correct such interference within thirty (30) calendar days, T-Mobile shall discontinue operating such equipment, on CLV's demand, unless and until it can be operated without interference, or shall replace

the interfering equipment with alternative equipment that does not cause such interference. CLV agrees that CLV and/or any other future tenants of the Premises or areas adjacent to the Premises will be permitted to install only such radio equipment that is of the type and frequency, which will not cause interference to T-Mobile. CLV shall take prompt action to terminate any interference with T-Mobile's communications operations that CLV has the right to terminate, and shall cooperate with T-Mobile to obtain the termination of any interference with T-Mobile's communications operations that is beyond the control of CLV. The parties acknowledge that continuing interference will cause irreparable injury to T-Mobile, and therefore T-Mobile shall have the right, in addition to any other rights that it may have at law or in equity, to bring an action against the interfering party to enjoin such interference or to terminate this Agreement upon notice to CLV.

- 8.4 T-Mobile shall hold CLV harmless from any and all liens and claims asserted by those supplying labor or material in the performance of the work required under this Agreement.
- 8.5 It is understood and agreed that T-Mobile's ability to use the Premises for the purposes specified herein is contingent upon its obtaining all of the legally required permits and approvals. Should any of T-Mobile's applications or permits and approvals be finally rejected, denied, or otherwise withdrawn or terminated by governmental authority so that T-Mobile is unable to use the Premises for its intended purpose, T-Mobile shall have the right to terminate this Agreement at its sole discretion on thirty (30) calendar days written notice to CLV. Such termination shall cause forfeiture of the sums theretofore paid by T-Mobile and of the Agreement granted hereunder. Notice from T-Mobile shall be given in accordance with the regular notice procedures as hereinafter set forth.
- 8.6 T-Mobile shall construct, operate, and maintain such facilities and equipment on the Premises in a manner that will be reasonable and necessary to provide wireless phone coverage for T-Mobile's customers operating near the Premises.



9. GOVERNMENTAL APPROVALS AND COMPLIANCE:

9.1 During the Term of this Agreement, T-Mobile shall comply with all applicable laws affecting the Premises. T-Mobile shall not commit or suffer to be committed any waste on the Premises or any nuisance. T-Mobile shall obtain any necessary governmental licenses or authorizations required for the construction and use of the structures on the Premises and shall comply with government regulations applicable to its operations, including those of the FAA and FCC and shall furnish copies of same to CLV as same are issued.

10. ASSIGNMENT AND SUBLEASING:

10.1 T-Mobile may not sublet space on its telecommunications tower located within the Premises without CLV's consent, provided that every Sublessee of T-Mobile shall enter into a separate Agreement with CLV for ground space on CLV's property. The making of any such Agreement shall not release T-Mobile from any of T-Mobile's obligations hereunder. T-Mobile shall not be permitted to sublet any land area or property within the leased Premises without the prior written consent of CLV. T-Mobile shall not assign or transfer this Agreement, or any interest herein, except to affiliate companies or to any company acquiring all or substantially all of T-Mobile's assets, in the geographic market area in which the leased Premises are located (i.e. the Las Vegas Metropolitan Area), without the prior written consent of CLV, which shall not be unreasonably withheld, delayed or conditioned, and consent to an assignment shall not be deemed to be consent to any subsequent assignment. Upon assignment by either T-Mobile or CLV, such party shall be relieved of all future performance, liabilities, and obligations under this Agreement. Notwithstanding anything to the contrary contained in this Agreement, T-Mobile may assign, mortgage, pledge, hypothecate or otherwise transfer without consent its interest in this Agreement to any financing entity, or agent on behalf of any financing entity to whom T-Mobile (i) has obligations for borrowed money or in respect of guaranties thereof, (ii) has obligations evidenced by bonds, debentures, notes or

similar instruments, or (iii) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guaranties thereof.

11. NOTICES:

11.1 All notices, demands, requests, consents, approvals, and other instruments required or permitted to be given pursuant to this Agreement shall be in writing, signed by the notifying party, or officer, agent or attorney of the notifying party, and shall be deemed to have been effective upon delivery in writing if served personally, including but not limited to delivery by messenger, overnight courier service or by overnight express mail, or upon posting if sent by registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

TO CLV: City of Las Vegas  
Attn: Superintendent  
Facilities Management/Real Estate & Utilities  
400 Stewart Avenue, 4<sup>th</sup> Floor  
Las Vegas, Nevada 89101

WITH A COPY TO: City of Las Vegas  
City Attorney's Office  
400 Stewart Avenue, 9<sup>th</sup> Floor  
Las Vegas, Nevada 89101

TO T-MOBILE: T-Mobile USA, Inc.  
12920 SE 38<sup>th</sup> Street  
Bellevue, Washington 98006  
Attn: PCS Lease Administrator  
Re: T-Mobile Cell Site#VG08372A

WITH A COPY TO: Attn: Legal Department

AND WITH A COPY TO Omnipoint Communications, Inc. a subsidiary of T-Mobile  
USA, Inc.  
10180 Telesis Court, Suite 333  
San Diego, California 92121  
Attn: PCS Lease Administrator  
Re: T-Mobile Cell Site#VG08372A

WITH A COPY TO: Attn: Legal Department

The address to which any notice, demand or other writing may be delivered to any party as above provided may be changed by written notice given by such party as above provided.

12. OPERATING EXPENSE:

12.1 T-Mobile shall fully and promptly pay for all water, gas, heat, light, power, telephone service, and other public utilities furnished to the Premises and used by T-Mobile throughout the Term hereof, and for all other costs and expenses of every kind whatsoever in connection with T-Mobile's use, operation, and maintenance of the Premises and all activities conducted thereon.

13. TAXES:

13.1 T-Mobile shall pay any personal property taxes assessed on, or any portion of such taxes attributable to, T-Mobile's antenna and related facilities.

14. INSURANCE:

14.1 At the time of execution of this Agreement by T-Mobile, T-Mobile shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the rights and obligations hereunder by T-Mobile, its agents, representatives, employees or subcontractors. The minimum insurance requirements that T-Mobile must comply with to fulfill this obligation to procure and maintain insurance for this Agreement is attached hereto as Exhibit "D" labeled "Insurance Requirements". The reference in Exhibit "D" to Contractor shall be deemed to refer to T-Mobile and the reference to CLV's Contract Administrator shall be deemed to refer to Manager.

15. MAINTENANCE:

15.1 T-Mobile shall maintain the Premises in good condition and state of repair in compliance with all government regulations, including all applicable FCC and FAA rules and regulations. CLV shall maintain its property adjacent to the Premises in good condition and state of repair to avoid interference with T-Mobile's use of the Premises and Easement.

16. HOLD HARMLESS:

- 16.1 T-Mobile shall defend, indemnify and hold CLV harmless from any liability, including reimbursement of any legal fees and all costs for damages to any person or any property in or upon the Premises at T-Mobile's invitation, or for damages to any person or property resulting from the physical structure or actions of T-Mobile (including damages caused by or resulting from equipment or structures on the Premises). Notwithstanding any provision herein to the contrary, it is understood and agreed that all property kept, installed, stored or maintained in or upon the Premises by T-Mobile shall be so installed, kept, stored or maintained at the risk of T-Mobile. Subject to the limits of liability set forth in NRS 41.035, CLV shall indemnify and hold T-Mobile harmless from all claims (including attorneys' fees, costs and expenses of defending against such claims) arising or alleged to arise from the acts or omissions of CLV or CLV's agents, employees, licensees, invitees, contractors or other tenants occurring in or about the Premises. CLV shall not be responsible for any loss or damage to equipment owned by T-Mobile, which might result from tornadoes, lightning, windstorms, or other Acts of God. Neither CLV nor T-Mobile shall in any event be liable in damages for each other's business loss, business interruption or other consequential damages of whatever kind or nature, regardless of the cause of such damages, and each party, and anyone claiming by or through them, expressly waives all claims for such damages.
- 16.2 T-Mobile will be solely responsible for and will defend, indemnify, and hold CLV, its agents, and employees harmless from and against any and all direct claims, costs, and liabilities, including reasonable attorneys fees and costs, arising out of or in connection with the removal, clean up, or restoration of the Premises directly attributed to T-Mobile's use or generation of Hazardous Materials.
- 16.3 CLV will be solely responsible for and will defend, indemnify, and hold T-Mobile, its agents and employees harmless from and against any and all direct

claims, costs, and liabilities, including reasonable attorneys fees and costs, arising out of or in connection with the removal, clean up, or restoration of the Premises with respect to Hazardous Materials used or generated by CLV.

17. HAZARDOUS MATERIALS.

- 17.1 CLV represents and warrants, to the best of CLV's knowledge, (1) the Premises have not been used for the use, manufacturing, storage, discharge, released or disposal of hazardous material, (2) neither the Premises nor any part thereof is in breach of any Environmental Laws, (3) there are no underground storage tanks located on or under the Premises, and (4) the Premises are free of any Hazardous Materials that would trigger response or remedial action under any Environmental Laws or any existing common law theory based on nuisance or strict liability. If any such representation is in any manner inaccurate or any such warranty is in any manner breached during the term of this Agreement (collectively a "Breach") and that such Breach gives rise to or results in liability (including, but not limited to, a response action, remedial action or removal action) under any Environmental Law or any existing common law theory based on nuisance or strict liability, and (5) CLV shall not and will not permit any third party to use, generate, store or dispose of any Hazardous Materials on, under, about, or within the Premises in violation of any law or regulation or causes a significant effect on public health, CLV shall promptly take any and all remedial and removal action as required by law to clean up the Premises, mitigate exposure to liability arising from, and keep the Premises free of any lien imposed pursuant to any Environmental Laws as a result of such Breach.
- 17.2 CLV represents and warrants to T-Mobile that CLV has received no notice that the Premises or any part thereof is, and, to the best of its knowledge and belief, no part of the Premises is located within an area that has been designated by the Federal Emergency Management Agency or Army Corp of Engineers or any other governmental body as being subject to special hazards.



17.3 The covenants of this Section shall survive and be enforceable and shall continue in full force and effect for the benefit of T-Mobile and its subsequent transferees, successors, and assigns and shall survive the term of this Agreement and any renewal periods thereof.

18. T-MOBILE'S PERFORMANCE AND SURRENDER:

18.1 T-Mobile shall pay the Rent and all other sums required to be paid by T-Mobile hereunder in the amounts, at the time, and in the manner herein provided, and shall keep and perform all terms and conditions hereof on its part to be kept and performed, and at the expiration or sooner termination of this Agreement, surrender to CLV the Premises subject to the other provisions of this Agreement.

18.2 Upon termination of this Agreement, T-Mobile shall, to the extent reasonable, restore the Premises to its original condition at the commencement of this Agreement, including but not limited to, foundations up to the water level, footings, concrete, paving, gravel, vegetation and utilities and other improvements of a permanent nature, except for ordinary wear and tear and damages by the elements or damages over which T-Mobile had no control or buildings built specifically for use by the City that would be currently utilized.

19. TERMINATION:

19.1 This Agreement may be terminated, without any penalty or further liability, on thirty (30) calendar days prior written notice as follows: (a) by either party on default of any covenant or term hereof by the other party, which default is not cured within thirty (30) calendar days following receipt of notice of default (without, however, limiting any other rights available to the parties pursuant to any other provisions hereof); (b) by T-Mobile if it is unable to obtain or maintain any license, permit or other governmental approval necessary for the construction or operation of a Wireless Communications System; (c) by T-Mobile if the Premises are or become unacceptable to T-Mobile under T-Mobile's design or engineering specification or its Wireless Communications

System; (d) T-Mobile determines that technical problems or radio interference problems from other antennas or from nearby radio transmitting facilities, which problems can not reasonably be corrected, preclude T-Mobile from using the Premises for its intended purpose; (e) T-Mobile does not have acceptable and legally enforceable means of ingress and egress to and from the Premises; (f) utilities necessary for T-Mobile's use of the Premises are not available to the Premises; or (g) the Premises are damaged or destroyed to an extent which prohibits or materially interferes with T-Mobile's use of the Premises. In the event of termination by T-Mobile pursuant to item (g), T-Mobile shall be relieved of all further liability hereunder except with respect to its obligation to remove its improvements as provided herein and T-Mobile's obligations under Section 16. Any rental fees paid prior to said Termination Date shall be retained by CLV.

- 19.2 Within thirty (30) calendar days of the termination or expiration of this Agreement, T-Mobile shall remove its personal property and equipment from the Premises. In removing such personal property and equipment, T-Mobile shall not damage the Premises. If the time for removal causes T-Mobile to remain on the Premises after termination of this Agreement, T-Mobile shall pay a fee at the then existing fee rates until such time as the removal of the personal property and fixtures are complete.

20. DEFAULT AND EFFECT OF DEFAULT:

- 20.1 Each of the following events shall constitute a default of this Agreement by T-Mobile:
- 20.1.1 If T-Mobile fails to pay Rent or other sums herein specified within ten (10) calendar days of the date such Rent or sums are due and such failure continues for a period of thirty (30) calendar days after written notice is given by CLV to T-Mobile;

- 20.1.2 If Rent payment is not made within fifteen (15) calendar days of due date a one and one-half percent (1.5%) penalty of the amount due will be assessed after ten (10) days written notice is given to T-Mobile.
- 20.2 CLV shall have the right, while any default continues by giving thirty (30) calendar days written notice to T-Mobile, to terminate this Agreement and remove or require T-Mobile to remove T-Mobile's equipment from the Premises, without prejudice to any other remedy which CLV might be entitled to herein. No portion of T-Mobile's Rent shall be refunded in the event of a termination or default under this section.
21. BINDING ON SUCCESSORS:
- 21.1 The covenants and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties hereto.
22. GOVERNING LAW:
- 22.1 The parties intend that this Agreement and the relationship of the parties shall be governed by the laws of the State of Nevada.
23. ENTIRE AGREEMENT:
- 23.1 All of the representations and obligations of the parties are contained herein, and no modification, waiver or amendment of this Agreement or of any of its conditions or provisions shall be binding upon a party unless in writing signed by that party or a duly authorized agent of that party empowered by a written authority signed by that party. The waiver by any party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that provision by the same party, or of any other provision or condition of the Agreement.
24. SURVEY AND TESTING:
- 24.1 T-Mobile shall have the right for ninety (90) business days from the execution of this Agreement to survey, soil test, and make any other investigations necessary to determine if the surface of the Premises is suitable for construction

of Wireless Communications System facilities. If T-Mobile, within the above stated time determines that for any reason the Premises is not suitable, this Agreement, upon thirty (30) calendar days written notice given to CLV, shall become null and void; provided that at T-Mobile's sole expense the Premises shall be promptly restored to its condition prior to such testing and investigations and provided further that T-Mobile shall deliver copies of all soil tests and investigation reports to CLV.

25. OIL, GAS AND MINERAL RIGHTS:

25.1 CLV does not grant, agree to let or demise hereby, and expressly excepts and reserves herefrom all rights to oil, gas and other minerals in, on or under the Premises including those that might be produced or mined from the Premises; provided, however, that no drilling or other activity will be undertaken on the surface of the Premises to recover any oil, gas or minerals during the Term hereof. This Agreement is given and accepted subject to the terms and provisions of any valid oil, gas and mineral Agreement covering the Premises or any part thereof, now of record in the office of the Clark County Recorder's Office, provided, however, that any future oil, gas or mineral Agreement covering the above-described lands or any part thereof shall be in all respects subordinate and inferior to the rights, privileges, powers, options, immunities, and interest granted to T-Mobile under the terms of this Agreement.

26. MECHANIC'S LIENS:

26.1 T-Mobile will cause all construction to occur lien-free and in compliance with all applicable laws and ordinances and shall discharge or bond any mechanic's lien filed or recorded.

27. HEADINGS:

27.1 The headings of Sections and Subsections are for convenient reference only and shall not be deemed to limit, construe, affect, modify or alter the meaning of such Sections and Subsections.

28. TIME OF ESSENCE:

28.1 Time is of the essence for CLV's and T-Mobile's obligation under this Agreement.

29. SEVERABILITY:

29.1 If any Section, Subsection, term or provision of this Agreement or the application thereof to any party or circumstance shall, to any extent be invalid or unenforceable, the remainder of said Section, Subsection, term or provision of this Agreement or the application of same to parties or circumstances other than those to which it was held invalid or unenforceable shall not be affected thereby and each remaining Section, Subsection, term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

30. REAL ESTATE BROKER:

30.1 CLV represents and warrants that CLV has not signed a listing agreement, dealt with or otherwise agreed to pay a broker's commission, finder's fee or other like compensation to any one in connection with the Agreement of the Premises or the transaction contemplated by this Agreement and CLV agrees to indemnify and hold T-Mobile harmless from and against such claims or costs, including attorneys fees, incurred as a result of the transaction contemplated by this Agreement.

31. PEACEFUL POSSESSION:

31.1 CLV covenants that T-Mobile, upon the payment of Rent, and the performance of the covenants and subject to the conditions of this Agreement, shall and may peacefully and quietly have, hold and enjoy the Premises for the Term of the Agreement and any renewal Terms.

32. COMPLIANCE WITH LAWS:

32.1 In performing under this Agreement, T-Mobile shall comply with all applicable Federal, State, County and City laws, including statutes, ordinances and regulations; shall obtain all necessary permits and approvals relating thereto; and shall be solely responsible for making such changes to the Premises as may be



necessary in order to comply with the Americans With Disabilities Act or any other applicable laws when such changes arise by virtue of T-Mobile's use of the Premises.

- 32.2 Nothing in this Agreement shall be deemed to waive the requirements of the various codes and ordinances of the City of Las Vegas applicable to T-Mobile's use of the Premises.

33. SPECIAL PROVISIONS:

- 33.1 Any violation of the special provisions contained in this Section shall constitute a material breach of this license.
- 33.2 The use of the Premises is limited to a Wireless Communications System and those uses necessary to operate a Wireless Communications System. This Agreement does not authorize the use of the Premises for the redistribution of video signals to third parties or the redistribution of radio frequencies not directly related to a Wireless Communications System.
- 33.3 T-Mobile shall not use the facilities authorized to be placed on the Premises for any use not authorized herein. This Agreement shall be considered automatically revoked without further action by CLV if the unauthorized use is not corrected within thirty (30) calendar days after notice by CLV to abate any unauthorized use. T-Mobile shall cease use of the facilities in the Premises and take appropriate action as authorized by CLV to remove the facilities from the Premises.
- 33.4 This Agreement does not authorize T-Mobile to use the Premises to provide cable service or operate a cable system as defined by the City Code of the City of Las Vegas or the Cable Act of 1984 as amended by the Telecommunications Act of 1996. This Agreement does not authorize T-Mobile to use the Premises for video transmissions. This Agreement shall not be interpreted to grant the rights of a franchise required by any City ordinance, State statute or constitutional provision or Federal law.

- 33.5 This Agreement does not authorize in any manner the telephone lines or cables that support the Backhaul portion of the Network. Placement by T-Mobile or any other party of such lines and cables to support the Backhaul Network or supply power to a Backhaul Network must be in accordance with applicable laws and regulations. This Agreement shall not be in any manner considered a waiver or relinquishment of any right or claim CLV may have to require a permit, license or franchise for any such lines, cables or physical facilities that comprise the Backhaul Network.
- 33.6 Should T-Mobile, at any time during the Term of this Agreement, be deprived of the use of the Premises, or any part thereof, CLV will proportionately abate the rent during this time, and T-Mobile shall have no other recourse against CLV for CLV's failure to provide T-Mobile the use of the Premises set forth herein.
- 33.7 For purposes of this Agreement, the Contract Administrator shall be the Manager. In any dispute concerning an interpretation of this Agreement or concerning the work to be performed hereunder, the final determination shall be made by the Manager. If T-Mobile disputes the decision of the Manager, it may pursue such remedies as provided for herein or available at law.
- 33.8 CLV retains the right to inspect the Premises at any time during the Agreement Term or any extensions thereof. CLV shall give T-Mobile prior notice of such inspection and T-Mobile shall have the right to accompany CLV on such inspection. Prior notice and right to accompany shall not apply during inspection for emergency purposes.
34. HOLDING OVER:
- 34.1 Should T-Mobile hold over after the expiration of this Agreement, such holding over shall constitute and be construed as an extension from month-to-month only, unless otherwise agreed in writing. All obligations and duties imposed by this Agreement upon CLV and T-Mobile shall remain the same during such period of occupancy. This Section shall not be construed as authorizing or condoning a holding over by T-Mobile.

35. INSOLVENCY:

35.1 In addition to any other remedies or rights of CLV hereunder, if T-Mobile shall at any time during the Term of this Agreement be or become insolvent, voluntarily or involuntarily, or if any sheriff, marshal, constable, or any other officer takes possession of the Premises by virtue of any execution or attachment, or if any receiver or trustee is appointed for T-Mobile's property, or in the event T-Mobile shall be adjudged a bankrupt, or files a petition under any chapter of the Bankruptcy Act, then in such event, this Agreement shall be terminated at the option of CLV, effective the day prior to any such action for filing. In addition, any such event shall be deemed an event of default hereunder entitling CLV to all rights and remedies herein and as provided by law.

36. WAIVER:

36.1 No covenant, term or condition of this Agreement shall be deemed to have been waived by either party hereto unless such waiver be in writing.

37. NO PARTNERSHIP:

37.1 The relationship of the parties hereto is solely that of CLV and T-Mobile, and under no circumstances shall the parties hereto be considered as partners or joint venturers.

38. FURTHER ASSURANCE:

38.1 Each of the parties agree to do such further acts and to execute and deliver additional Agreements and instruments as the other may reasonably require to consummate, evidence or confirm this Agreement or any other Agreement continued herein in the manner contemplated hereby.

39. INTERPRETATION:

39.1 Each party to this Agreement and its counsel will have reviewed and revised this Agreement. The normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the

interpretation of this Agreement or in any amendments or exhibits to this Agreement.

40. RENT PAYMENT:

40.1 T-Mobile's checks for Rent shall be made payable to the City of Las Vegas and mailed or delivered to: City of Las Vegas, Department of Finance and Business Services, 400 Stewart Avenue, 6<sup>th</sup> Floor, Las Vegas, Nevada 89101 or to the City's lockbox, which address is on the return envelope provided with monthly statement.

41. ADDITIONAL T-MOBILE OBLIGATIONS:

41.1 T-Mobile agrees to provide, at T-Mobile's sole cost and expense, a "Gator TH 6X4", 1 two piece Trimmer Rack, a Blower Rack, a Hedge Trimmer Rack and a Hand Tool Rack (the "Capital Improvements"). In the event that T-Mobile's expenditures on the Capital Improvements exceed the sum of Twenty Thousand and No/100ths Dollars (\$20,000.00), then any amount over said \$20,000 shall be deducted from the Additional Rent as described in Section 5.3 above.

42. DATE OF AGREEMENT:

42.1 The parties acknowledge that certain obligations of CLV and T-Mobile are to be performed within the certain specified periods of time, which are determined by reference to the date of execution of this Agreement. The parties therefore agree that whenever the term "Date of Execution of this Agreement" or words of similar import are used herein, they shall mean the date upon which this Agreement has been duly executed by CLV.

43. MODIFICATIONS OR AMENDMENTS:

Upon approval of this initial agreement by the City Council and after it has been fully executed by signature of all parties, staff of the Real Estate & Utilities Section of the City's Department of Field Operations shall have the authority to complete and execute any additional documents necessary for the completion of the intent of this contractual obligation during the original term of this agreement. As an example, this may include amendments, changes of address, adjustments to monetary revenue or expenditure not to

exceed ten thousand (\$10,000.00) dollars, filing and recording of appropriate documents with the County Recorders Office or the County Tax Assessors Office, and recordings and filing with the City Clerk's Office. No amendment, change or modification of this Agreement shall be valid unless in writing and signed by all parties hereto.

44. WAIVER OF CLV'S LIEN:

- (a) CLV waives any lien rights it may have concerning T-Mobile's Wireless Communications System facilities, which are deemed T-Mobile's personal property and not fixtures, and T-Mobile has the right to remove the same at any time without CLV's consent.
- (b) CLV acknowledges that T-Mobile has or may enter into a financing arrangement including promissory notes and financial and security agreements for the financing of T-Mobile's Wireless Communications System facilities (the "Collateral") with a third party financing entity (and may in the future enter into additional financing arrangements with other financing entities). In connection therewith, CLV (i) consents to the installation of the Collateral; (ii) disclaims any interest in the Collateral, as fixtures or otherwise; and (iii) agrees that the Collateral shall be exempt from execution, foreclosure, sale, levy, attachment, or distress for any Rent due or to become due and that such Collateral may be removed at any time without recourse to legal proceedings.



45. DISCLOSURE OF PRINCIPALS:

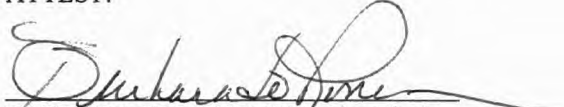
In order to satisfy Resolution R-105-99 adopted by the City of Las Vegas City Council on November 17, 1999, T-Mobile will provide a disclosure in the form attached hereto as Exhibit "E". If T-Mobile, or its principal or partners described above are required to provide disclosure under federal law, such as disclosure required by the Securities and Exchange Commission (SEC) or the Employee Retirement Income Act (ERISA), and attaches current copies of such federal disclosures to T-Mobile, shall within fifteen (15) days notify City in writing of any material change in the above disclosure. Copies of new federal disclosure filings shall also be sent to the City within fifteen (15) days of any such filing.

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

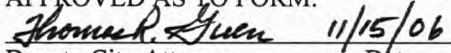
"CLV"  
CITY OF LAS VEGAS

  
OSCAR B. GOODMAN, Mayor

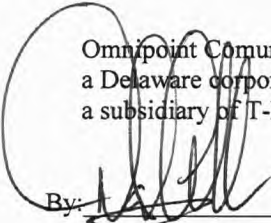
ATTEST:

  
BARBARA JO RONEMUS, City Clerk

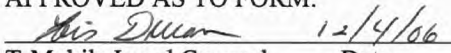
APPROVED AS TO FORM:

  
Deputy City Attorney      11/15/06      Date  
Thomas R. Green

Omnipoint Communications, Inc.  
a Delaware corporation,  
a subsidiary of T-Mobile USA, Inc.

By:   
\_\_\_\_\_  
David Gallacher  
Vice President, West Region

APPROVED AS TO FORM:

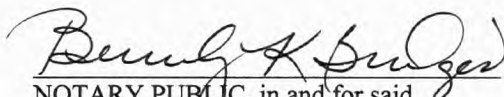
  
T-Mobile Legal Counsel      12/4/06      Date  
Lois Duran

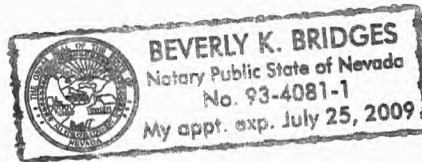
ACKNOWLEDGEMENTS

Land Agreement /T-Mobile Pavilion Center Cell Tower (VG08372A)

STATE OF NEVADA     )  
                                      ) ss.  
COUNTY OF CLARK    )

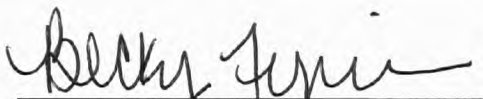
On this 4<sup>TH</sup> day of JANUARY, 2006, personally appeared before me, a Notary Public in and for said County and State, OSCAR B. GOODMAN, Mayor and BARBARA JO RONEMUS, City Clerk, City of Las Vegas, known to me to be the person(s) described in and who executed the foregoing instrument and who acknowledged to me that they executed the same freely and voluntarily and for the uses and purposes therein mentioned.

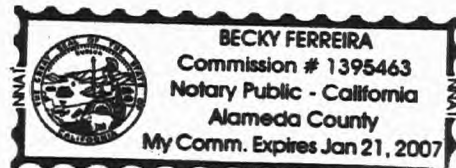
  
NOTARY PUBLIC, in and for said  
County and State



STATE OF CALIFORNIA    )  
                                      ) ss.  
COUNTY OF CONTRA COSTA

On this 11<sup>th</sup> day of December, 2006, personally appeared before me, a Notary Public in and for said County and State, DAVID GALLACHER, known to me to be the person described in and who executed the foregoing instrument and who acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.

  
NOTARY PUBLIC, in and for said  
County and State





## Site Map

Facilities Management  
Real Estate & Utilities



10/25/06

**EXHIBIT "B"**

**RENTAL FEES**

**MONTHLY/YEARLY  
RENTAL PAYMENT CALCULATIONS**

| <b>INITIAL 5-YEAR TERM</b>            | <b>MONTHLY<br/>RENTAL<br/>PAYMENT</b> | <b>TOTAL YEARLY<br/>AMOUNT</b> |
|---------------------------------------|---------------------------------------|--------------------------------|
| 1st YEAR                              | \$1,500.00                            | \$18,000.00                    |
| 2nd YEAR                              | \$1,545.00                            | \$18,540.00                    |
| 3rd YEAR                              | \$1,591.00                            | \$19,092.00                    |
| 4th YEAR                              | \$1,639.00                            | \$19,668.00                    |
| 5th YEAR                              | \$1,688.00                            | \$20,256.00                    |
| <b>FIRST 5-YEAR<br/>RENEWAL TERM</b>  | <b>MONTHLY<br/>RENTAL<br/>PAYMENT</b> | <b>TOTAL YEARLY<br/>AMOUNT</b> |
| 1st YEAR                              | \$1,739.00                            | \$20,868.00                    |
| 2nd YEAR                              | \$1,791.00                            | \$21,492.00                    |
| 3rd YEAR                              | \$1,845.00                            | \$22,140.00                    |
| 4th YEAR                              | \$1,900.00                            | \$22,800.00                    |
| 5th YEAR                              | \$1,957.00                            | \$23,484.00                    |
| <b>SECOND 5-YEAR<br/>RENEWAL TERM</b> | <b>MONTHLY<br/>RENTAL<br/>PAYMENT</b> | <b>TOTAL YEARLY<br/>AMOUNT</b> |
| 1st YEAR                              | \$2,016.00                            | \$24,192.00                    |
| 2nd YEAR                              | \$2,076.00                            | \$24,912.00                    |
| 3rd YEAR                              | \$2,138.00                            | \$25,656.00                    |
| 4th YEAR                              | \$2,202.00                            | \$26,424.00                    |
| 5th YEAR                              | \$2,268.00                            | \$27,216.00                    |
| <b>THIRD 5-YEAR<br/>RENEWAL TERM</b>  | <b>MONTHLY<br/>RENTAL<br/>PAYMENT</b> | <b>TOTAL YEARLY<br/>AMOUNT</b> |
| 1st YEAR                              | \$2,336.00                            | \$28,032.00                    |
| 2nd YEAR                              | \$2,406.00                            | \$28,872.00                    |
| 3rd YEAR                              | \$2,478.00                            | \$29,736.00                    |
| 4th YEAR                              | \$2,552.00                            | \$30,624.00                    |
| 5th YEAR                              | \$2,629.00                            | \$31,548.00                    |

**EXHIBIT "C"**

**PLANS & DETAILS**

Due to the size and volume of Exhibit "C," it is on file with the Department of Public Works, 400 Stewart Avenue, 4<sup>th</sup> Floor, Las Vegas, NV 89101.



## **EXHIBIT "D"**

### **INSURANCE REQUIREMENTS**

A. Prior to its occupancy of the Premises, T-Mobile shall, at its sole cost and expense, obtain and thereafter, at all times during which this Agreement is in force and effect, maintain commercial general liability insurance covering the Premises and any and all improvements thereon in the amount of One Million and No/100<sup>th</sup> Dollars (\$1,000,000.00) for the injury to or the death of any one person and/or property damage combined single limit and One Million and No/100<sup>th</sup> Dollars (\$1,000,000.00), for injury to or the death of any number of persons and/or property damage as a result of any one occurrence.

B. Within five (5) days after execution of this Agreement and as a condition to this Agreement continuing in force and effect, T-Mobile shall submit to City a certificate of insurance which evidences the above required coverage's and names the City as an additional insured for the commercial general liability policy. The policy with respect to such insurance coverage shall be so endorsed as to create the same liability on the part of the insurer as though separate policies had been written for City and T-Mobile. The insurance coverage's shall be with an insurance carrier which is licensed to do business with the State of Nevada and has an A.M. Best rating of A-:VII or higher.

C. In the event that T-Mobile fails to obtain or maintain the insurance coverage required herein, the City shall have the right to terminate this Agreement.

D. Subject to NRS 41.035, T-Mobile hereby agrees to protect, indemnify, and hold CLV, its officers, employees and agents, harmless from and against any and all claims, damages, losses, expenses, suits, actions, decrees, judgments, awards, attorneys' fees and court costs, which CLV, its officers, employees or agents, may suffer or which may be sought against or are recovered or obtainable from CLV, its officers, employees or agents, as a result of, or by reason of, or arising out of or in consequence of any act or omission or negligence, of T-Mobile or its officers, employees, contractors, subcontractors, agents, in the performance of this Agreement except for CLV's negligence or willful misconduct.

E. In this connection, T-Mobile expressly agrees, at its sole cost and expense, to defend CLV, its officers, employees and agents, in any suit or action that may be brought against it or them, or any of them, by reason of any act or omission, or negligence, of which T-Mobile has agreed to indemnify CLV, its officers, employees and agents. If T-Mobile fails so to do, CLV shall have the right, but not the obligation to defend same and to charge all of the direct and incidental costs of such defense, including attorneys' fees and court costs, to T-Mobile.

**WAIVER OF SUBROGATION.** CLV hereby waives, and T-Mobile hereby waives, any rights each may have against the other for loss or damage to its property or property in which it may have an interest, where such loss is caused by a peril of the type generally covered by fire or hazard insurance with extended coverage or arising from any cause which the claiming party was obligated to insure against under this Agreement, and CLV and T-Mobile, each waives any right of subrogation that it might otherwise have against the other party.

EXHIBIT "E"

DISCLOSURE OF PRINCIPALS

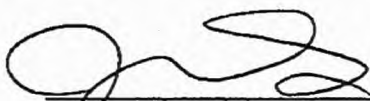
In compliance with City of Las Vegas Resolution R-105-99, the undersigned certifies that Omnipoint Communications, Inc., a Delaware corporation, is a wholly-owned, direct subsidiary of T-Mobile USA Inc. T-Mobile USA, Inc. is an indirect wholly-owned subsidiary of Deutsche Telekom AG . (NYSE: DT).

OMNIPOINT COMMUNICATIONS, INC.

By:  \_\_\_\_\_  
Assistant Secretary

State of Washington     )  
                                      ) ss.  
County of King         )

Subscribed and sworn to before me this  
16 day of November, 2006

 \_\_\_\_\_  
Notary Public



**AGENDA SUMMARY PAGE**  
**CITY COUNCIL MEETING OF: DECEMBER 6, 2006**

**DEPARTMENT: FINANCE AND BUSINESS SERVICES**

**DIRECTOR: MARK R. VINCENT**

☒ **Consent** ☐ **Discussion**

**SUBJECT:**

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

**Fiscal Impact**

☐

No Impact

☐

Augmentation Required

☐

Budget Funds Available

**Amount:** 66,295,383.50

**Funding Source:** All Funds

**Dept./Division:** Finance and Business Services

**PURPOSE/BACKGROUND:**

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

**RECOMMENDATION:**

None

**BACKUP DOCUMENTATION:**

Summary of Cash Expenditures for the period 11/01-11/15/06

Motion made by GARY REESE to Approve Items 11 through 42 as recommended

Passed For: 5; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 2

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

# City of Las Vegas

## Summary of Cash Expenditures

For period of 11/1-11/15/06

|                                           |                 |
|-------------------------------------------|-----------------|
| Total Services & Materials Checks :       | \$11,819,065.66 |
| Total Services & Materials EFT Payments : | \$108,536.07    |
| Total Wire Transfers:                     | \$47,648,903.61 |
| Total Payroll Checks:                     | \$6,718,878.16  |

|              |                 |
|--------------|-----------------|
| Grand Total: | \$66,295,383.50 |
|--------------|-----------------|

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

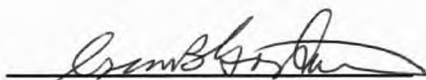


Mark R. Vincent  
Director of Finance



Barbara Ronemus  
City Clerk

On DECEMBER 6, 2006, the City Council approved the above cash expenditures.



Oscar B. Goodman  
Mayor

**AGENDA SUMMARY PAGE**  
**CITY COUNCIL MEETING OF: DECEMBER 6, 2006**

**DEPARTMENT: FINANCE AND BUSINESS SERVICES**

**DIRECTOR: MARK R. VINCENT**

☒ **Consent** ☐ **Discussion**

**SUBJECT:**

Approval to modify the FY 07 Capital Improvement Plan and transfer \$4,000,000 in funding from the Neighborhood Park Improvements and Vocational Park projects to the Teton Trails Park Phase II project (\$4,000,000 - Residential Construction Tax/Parks and Leisure CPF) - Ward 6 (Ross)

**Fiscal Impact**

☐

**No Impact**

☐

**Augmentation Required**

☒

**Budget Funds Available**

**Amount:** 4,000,000

**Funding Source:** Parks and Leisure Activities CPF

**Dept./Division:** Finance and Business Services

**PURPOSE/BACKGROUND:**

Modify the Five Year CIP to accelerate the development of Teton Trails Park Phase II from year X to FY 2007. Transfer \$3,000,000 in RCT funding from the Neighborhood Park Improvements project and \$1,000,000 in RCT funding from the Vocational Park project to fund the \$4,000,000 Teton Trails Park Phase II project.

**RECOMMENDATION:**

Staff recommends approval to modify the FY 2007 CIP to fund Teton Trails Park Phase II project through a transfer of a total of \$4,000,000 in RCT appropriations from the Neighborhood Park Improvements and Vocations Park projects.

**BACKUP DOCUMENTATION:**

Parks and Leisure Activities Capital Projects Fund Council Actions Worksheet

Motion made by GARY REESE to Approve Items 11 through 42 as recommended

Passed For: 5; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 2

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



**CITY OF LAS VEGAS  
PARKS & LEISURE ACTIVITIES CAPITAL PROJECT FUND  
COUNCIL ACTIONS**

| Park/Facility                                           | Project to Date<br>Funding as of<br>6/21/06 | City Council<br>Agenda | Total      |        |
|---------------------------------------------------------|---------------------------------------------|------------------------|------------|--------|
| Alexander Hualapai Park                                 | 24,619,916                                  |                        | 24,619,916 |        |
| Artificial Turf Installation                            | 2,001,010                                   |                        | 2,001,010  |        |
| Becker Trails Modular Building Relocation               | 133,000                                     |                        | 133,000    | Remove |
| Bonanza Trail                                           | 12,850,940                                  |                        | 12,850,940 |        |
| Boulder Plaza Park                                      | 1,400,000                                   |                        | 1,400,000  |        |
| Centennial Hills Leisure Center Complex                 | 46,649,456                                  |                        | 46,649,456 |        |
| Centennial Hills Park Ph 3                              | 30,862,416                                  |                        | 30,862,416 |        |
| Centennial Hills Park Prehistoric Riverbed Preservation | 3,800,000                                   |                        | 3,800,000  |        |
| Centennial Hills Park Trail                             | 4,400,000                                   |                        | 4,400,000  |        |
| Clark County I-215 Beltway Trail Segment                | 3,430,000                                   |                        | 3,430,000  |        |
| Cultural Corridor Median Improvements                   | 1,625,000                                   |                        | 1,625,000  |        |
| Cultural Corridor Trails                                | 2,000,000                                   |                        | 2,000,000  |        |
| Doolittle Senior Center Expansion                       | 3,000,000                                   |                        | 3,000,000  |        |
| Doolittle Upgrades                                      | 300,005                                     |                        | 300,005    |        |
| Elkhorn/Fort Apache Park (Winding Trails Park)          | 2,108,930                                   |                        | 2,108,930  |        |
| Entertainment Trail Streetscape                         | 200,000                                     |                        | 200,000    |        |
| Equestrian Park                                         | 500,000                                     |                        | 500,000    |        |
| Floyd Lamb Improvements and Restoration                 | 400,000                                     |                        | 400,000    |        |
| Fountain Park Ph II                                     | 3,254,519                                   |                        | 3,254,519  |        |
| Freedom Park Renovations                                | 16,000,000                                  |                        | 16,000,000 |        |
| Freedom Park Sports Complex (BLD)                       | 37,136,829                                  |                        | 37,136,829 |        |
| Garside Pool and Bathhouse Replacement                  | 1,000,000                                   |                        | 1,000,000  |        |
| Gilmore/Cliff Shadows Park                              | 696,757                                     |                        | 696,757    |        |
| Gilmore/Cliff Shadows Trailhead                         | 1,500,000                                   |                        | 1,500,000  |        |
| Harmony Park                                            | 150,000                                     |                        | 150,000    |        |
| Iron Mountain/Fort Apache Park (Indian Hills Park)      | 800,000                                     |                        | 800,000    |        |
| Jaycee Park Renovations                                 | 9,170,000                                   |                        | 9,170,000  |        |
| La Madre Mountain Trailhead                             | 3,900,000                                   |                        | 3,900,000  |        |
| Las Vegas Arts District Gateways                        | 350,000                                     |                        | 350,000    |        |
| Las Vegas Wash Trail Phase 1                            | 1,920,000                                   |                        | 1,920,000  |        |
| Las Vegas Wash Trail Phase 2                            | 5,000,000                                   |                        | 5,000,000  |        |
| Lone Mountain Trail System Phase 2                      | 2,800,000                                   |                        | 2,800,000  |        |
| Lorenzi Park Renovations with Trailhead                 | 25,930,000                                  |                        | 25,930,000 |        |
| Lorenzi Park Upgrades                                   | 580,000                                     |                        | 580,000    |        |
| Lubertha Johnson Restroom & Shade Structure             | 200,000                                     |                        | 200,000    |        |
| Martin L. King Median Landscaping                       | 230,000                                     |                        | 230,000    |        |
| Molasky Modular Building                                | 355,085                                     |                        | 355,085    |        |
| Multi-Use Trails & Trailheads                           | 4,300,000                                   |                        | 4,300,000  |        |
| Multi-Use Transportation Trails                         | 10,100,000                                  |                        | 10,100,000 |        |
| Neighborhood Park Improvements - RCT                    | 3,000,000                                   | (3,000,000)            | -          |        |
| Neon Boneyard Park                                      | 4,941,367                                   |                        | 4,941,367  |        |
| Park Improvements                                       | 1,000,000                                   |                        | 1,000,000  |        |
| Pedestrian Bridge - Cultural Corridor                   | 1,500,000                                   |                        | 1,500,000  |        |
| Pedestrian Bridge - Las Vegas Wash                      | 3,000,000                                   |                        | 3,000,000  |        |
| Pedestrian Bridge - Lone Mountain Trail                 | 3,000,000                                   |                        | 3,000,000  |        |
| Performing Arts Center                                  | 5,000,000                                   |                        | 5,000,000  |        |
| Polly Gonzales Memorial Park                            | 2,147,000                                   |                        | 2,147,000  |        |
| Post Modern/Core and Shell                              | 11,863,102                                  |                        | 11,863,102 |        |
| Sandhill/Owens Parcel Acquisition                       | 1,500,000                                   |                        | 1,500,000  |        |
| Sandhill/Owens Park & Trailhead Ph 1 (Private Land)     | 2,400,000                                   |                        | 2,400,000  |        |
| Sandhill/Owens Park & Trailhead Ph 2 (City Land)        | 1,880,000                                   |                        | 1,880,000  |        |
| Shade Structures                                        | 3,000,000                                   |                        | 3,000,000  |        |
| Stewart/First Street Landscaping                        | 2,007,250                                   |                        | 2,007,250  |        |
| Stupak Community Center Demolish and Rebuild            | 3,200,000                                   |                        | 3,200,000  |        |
| Tenaya Neighborhood Park                                | 2,361,399                                   |                        | 2,361,399  |        |
| Teton Trails Park                                       |                                             | 4,000,000              | 4,000,000  |        |

| Park/Facility           | Project to Date<br>Funding as of<br>6/21/06 | City Council<br>Agenda | Total       |
|-------------------------|---------------------------------------------|------------------------|-------------|
| Urban Pathways          | 3,100,000                                   |                        | 3,100,000   |
| Vocational Park         | 1,000,000                                   | (1,000,000)            | -           |
| Ward 1 Field Lighting   | 250,000                                     |                        | 250,000     |
| Washington Buffalo Park | 40,102,806                                  |                        | 40,102,806  |
|                         | 361,906,787                                 | -                      | 361,906,787 |
| CIP BID RESERVE         | 3,358,000                                   |                        | 3,358,000   |

**AGENDA SUMMARY PAGE**  
**CITY COUNCIL MEETING OF: DECEMBER 6, 2006**

**DEPARTMENT: FINANCE AND BUSINESS SERVICES**

**DIRECTOR: MARK R. VINCENT**

☒ **Consent** ☐ **Discussion**

**SUBJECT:**

Approval of a Special Event License for Bailey Street, Location: 495 South Grand Central Parkway Suite 455, Dates: January 29 - February 2, 2007, Type: Special Event General, Event: World Market Center Trade Show, Responsible Person in Charge: Jose Ramos - Ward 5 (Weekly)

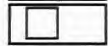
**Fiscal Impact**



**No Impact**



**Augmentation Required**



**Budget Funds Available**

**Amount:**

**Funding Source:**

**Dept./Division:**

**PURPOSE/BACKGROUND:**

Approval of a Special Event License.

**RECOMMENDATION:**

Recommend approval.

**BACKUP DOCUMENTATION:**

None

Motion made by GARY REESE to Approve Items 11 through 42 as recommended

Passed For: 5; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 2

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

**AGENDA SUMMARY PAGE**  
**CITY COUNCIL MEETING OF: DECEMBER 6, 2006**

**DEPARTMENT: FINANCE AND BUSINESS SERVICES**

**DIRECTOR: MARK R. VINCENT**

☒ **Consent** ☐ **Discussion**

**SUBJECT:**

Approval of a Special Event License for Padma's Plantation, Location: 495 South Grand Central Parkway, Suite 119, Dates: January 30 - February 2, 2007, Type: Special Event General, Event: World Market Center Trade Show, Responsible Person in Charge: Mazerati Woodring - Ward 5 (Weekly)

**Fiscal Impact**



**No Impact**



**Augmentation Required**



**Budget Funds Available**

**Amount:**

**Funding Source:**

**Dept./Division:**

**PURPOSE/BACKGROUND:**

Approval of a Special Event License.

**RECOMMENDATION:**

Recommend approval.

**BACKUP DOCUMENTATION:**

None

Motion made by GARY REESE to Approve Items 11 through 42 as recommended

Passed For: 5; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 2

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

**AGENDA SUMMARY PAGE**  
**CITY COUNCIL MEETING OF: DECEMBER 6, 2006**

**DEPARTMENT: FINANCE AND BUSINESS SERVICES**

**DIRECTOR: MARK R. VINCENT**

☒ **Consent** ☐ **Discussion**

**SUBJECT:**

Approval of Franchise Manager to Participate in Revenue for a new Temporary Restricted Gaming License for 5 slots, United Coin Machine Company db at 7-Eleven Food Store #25586C, 1705 South Las Vegas Boulevard, Amandeep Singh, Franchise Mgr - Ward 3 (Reese)

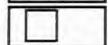
**Fiscal Impact**



No Impact



Augmentation Required



Budget Funds Available

**Amount:**

**Funding Source:**

**Dept./Division:**

**PURPOSE/BACKGROUND:**

Approval of Franchise Manager to Participate in Revenue for a new Temporary Restricted Gaming License for 5 slots.

**RECOMMENDATION:**

Recommend approval with authority for the Director or Designee to issue a permanent license upon receipt of a favorable investigative report or extend the temporary license in the event the investigative report is not completed within the 6-month temporary period.

**BACKUP DOCUMENTATION:**

Map

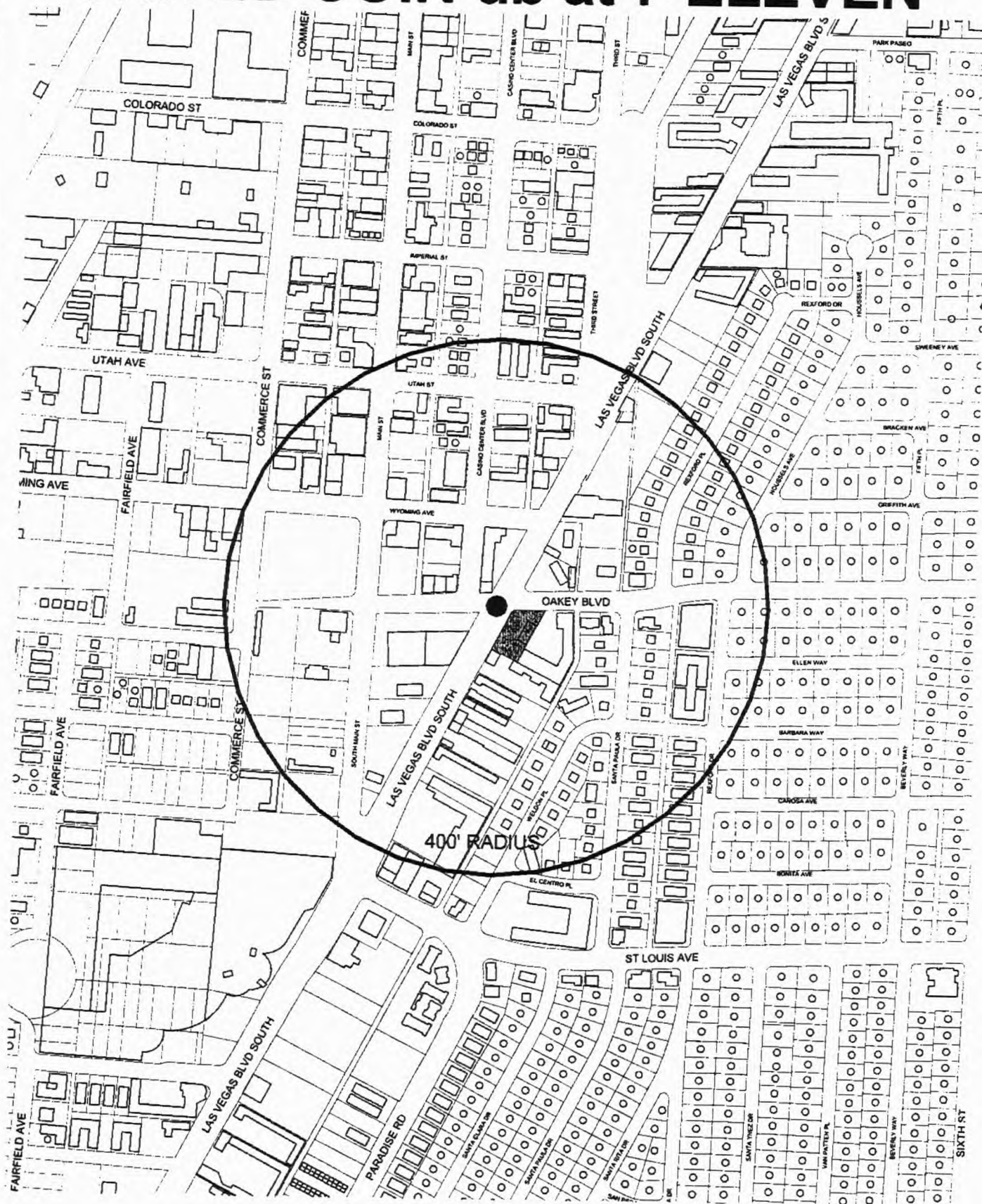
Motion made by GARY REESE to Approve Items 11 through 42 as recommended

Passed For: 5; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 2

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



# UNITED COIN db at 7-ELEVEN



0 200 400 Feet



**AGENDA SUMMARY PAGE**  
**CITY COUNCIL MEETING OF: DECEMBER 6, 2006**

**DEPARTMENT: FINANCE AND BUSINESS SERVICES**

**DIRECTOR: MARK R. VINCENT**

☒ **Consent** ☐ **Discussion**

**SUBJECT:**

Approval of Amendment No. 1 to Contract No. 221540 for Engineering Design Services for North Valley Mountain Edge Parkway - Department of Public Works - Award recommended to: PARSONS BRINCKERHOFF QUADE & DOUGLAS, INC. (\$279,338.86 - Road and Flood Capital Projects Fund) - Wards 4 and 6 (Brown and Ross)

**Fiscal Impact**

☐

**No Impact**

☐

**Augmentation Required**

☒

**Budget Funds Available**

**Amount:** \$279,338.86

**Funding Source:** Road and Flood Capital Projects Fund

**Dept./Division:** Public Works

**PURPOSE/BACKGROUND:**

On May 19, 2004 City Council approved the award of Contract No. 221540 to Parsons Brinckerhoff Quade and Douglas, Inc. in the amount of \$950,088. The Contract provides for Engineering Design Services in two phases: Phase I will consist of a feasibility study which will determine the need for this projects and Phase II will consist of an Environmental Assessment to address the National Environmental Policy Act. This Modification adds \$279,338.86 in funding to evaluate alternative alignments, expand engineering and environmental conceptual details identified in the Mountain Edge Parkway Feasibility Study to accommodate alignment adjustments along the Western leg of the facility and in order to qualify the project for federal funding assistance through the Nevada Department of Transportation. This request is exempt from the competitive bidding process pursuant to NRS 332.115.1(b), Professional Services.

PCC: L.G. Minor

POC: Lee G. Gibson (702) 697-8100

**RECOMMENDATION:**

That City Council approve Amendment No. 1 to Contract No. 221540 for Engineering Design Services Agreement for North Valley Mountain Edge Parkway to increase the Contract amount by \$279,338.86 from \$950,088 to \$1,229,426.86 to Parsons Brinckerhoff Quade and Douglas, Inc. Authority to execute the Modification is given to the Purchasing Manager per R-48-2006.

**BACKUP DOCUMENTATION:**

Certificate - Disclosure of Ownership/Principals

Motion made by GARY REESE to Approve Items 11 through 42 as recommended

Passed For: 5; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 2

**CITY COUNCIL MEETING OF: DECEMBER 6, 2006**

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





**Exhibit G**  
**CERTIFICATE**  
**DISCLOSURE OF OWNERSHIP/PRINCIPALS**

**1. Definitions**

"City" means the City of Las Vegas.

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

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

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

**2. Policy**

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

**3. Instructions**

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

**4. Incorporation**

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

| Block 1            | <b>Contracting Entity</b>                                            |
|--------------------|----------------------------------------------------------------------|
|                    | Parsons Brinckerhoff Quade & Douglas, Inc.                           |
| <b>Name</b>        | One Penn Plaza<br>250 West 34 <sup>th</sup> St<br>New York, NY 10119 |
| <b>Address</b>     | 212-465-5000                                                         |
| <b>Telephone</b>   | 11-1531569                                                           |
| <b>EIN or DUNS</b> |                                                                      |

| Block 2      | <b>Description</b>                                                                                      |
|--------------|---------------------------------------------------------------------------------------------------------|
|              | <b>Subject Matter of Contract/Agreement:</b><br>North Valley Mountain Edge Parkway<br>Feasibility Study |
| <b>RFP #</b> |                                                                                                         |

| Block 3                             | <b>Type of Business</b>              |                                                    |                                                 |
|-------------------------------------|--------------------------------------|----------------------------------------------------|-------------------------------------------------|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Partnership | <input type="checkbox"/> Limited Liability Company | <input checked="" type="checkbox"/> Corporation |

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

**Block 4 Disclosure of Ownership and Principals**

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

|     | FULL NAME/TITLE | BUSINESS ADDRESS | BUSINESS PHONE |
|-----|-----------------|------------------|----------------|
| 1.  | NONE            |                  |                |
| 2.  |                 |                  |                |
| 3.  |                 |                  |                |
| 4.  |                 |                  |                |
| 5.  |                 |                  |                |
| 6.  |                 |                  |                |
| 7.  |                 |                  |                |
| 8.  |                 |                  |                |
| 9.  |                 |                  |                |
| 10. |                 |                  |                |

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

**Block 5 Disclosure of Ownership and Principals - Alternate**

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

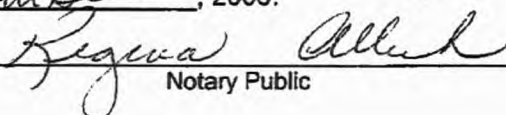
Name of Attached Document: \_\_\_\_\_  
Number of Pages: \_\_\_\_\_

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

  
\_\_\_\_\_  
Lee G. Gibson, Vice President  
November 14, 2006  
Date

Subscribed and sworn to before me this 14th day of

November, 2006.

  
\_\_\_\_\_  
Notary Public



**AGENDA SUMMARY PAGE**  
**CITY COUNCIL MEETING OF: DECEMBER 6, 2006**

**DEPARTMENT: FINANCE AND BUSINESS SERVICES**

**DIRECTOR: MARK R. VINCENT**

☒ **Consent** ☐ **Discussion**

**SUBJECT:**

Approval of award of Bid No. 070064-TG, Annual Requirements Contract for Traffic Poles and Signal Mast Arms - Department of Public Works - Award recommended to: HUGHES SUPPLY (\$1,500,000 - General Fund)

**Fiscal Impact**

☐

No Impact

☐

Augmentation Required

☒

Budget Funds Available

**Amount:** \$1,500,000

**Funding Source:** General Fund

**Dept./Division:** Public Works

**PURPOSE/BACKGROUND:**

This request provides for an Annual Requirements Contract to purchase traffic poles and signal mast arms to be used by Public Works Traffic Engineering and Field Operations Divisions.

PCC: A. Green

POC: Michael Dodge (702) 382-6930

**RECOMMENDATION:**

That City Council approve the award of Bid No. 070064-TG, Annual Requirements Contract for Traffic Poles and Signal Mast Arms in the estimated annual amount of \$1,500,000 from date of award through November 30, 2007 with four one-year options to renew to Hughes Supply. Authority to execute the Contract is given to the Purchasing Manager per R-48-2006.

**BACKUP DOCUMENTATION:**

None

Motion made by GARY REESE to Approve Items 11 through 42 as recommended

Passed For: 5; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 2

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

**AGENDA SUMMARY PAGE**  
**CITY COUNCIL MEETING OF: DECEMBER 6, 2006**

**DEPARTMENT: FINANCE AND BUSINESS SERVICES**

**DIRECTOR: MARK R. VINCENT**

☒ **Consent** ☐ **Discussion**

**SUBJECT:**

Approval of Revision to Purchase Order No. 225001 for Annual Requirements Contract for Office Supplies - All Departments - Award recommended to: CORPORATE EXPRESS (\$300,000 - General Fund)

**Fiscal Impact**

☐

No Impact

☐

Augmentation Required

☒

Budget Funds Available

**Amount:** \$300,000

**Funding Source:** General Fund

**Dept./Division:** All Departments

**PURPOSE/BACKGROUND:**

On January 21, 2004 City Council approve award of Bid No. 040083-TG to Corporate Express for office supplies including paper products from date of award through December 31, 2004 with four one-year options to renew in the estimated annual amount of \$1,000,000. Due to an increase in requirements citywide, an addition of \$300,000 is requested for a revised estimated annual amount of \$1,300,000.

PCC: B. Colin

POC: Susan Slane (702) 932-8002

**RECOMMENDATION:**

That City Council approve the issuance of a Revision to Purchase Order No. 225001 to Corporate Express in the amount of \$300,000 for a revised total estimated annual amount of \$1,300,000.

**BACKUP DOCUMENTATION:**

None

Motion made by GARY REESE to Approve Items 11 through 42 as recommended

Passed For: 5; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 2

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

**AGENDA SUMMARY PAGE**  
**CITY COUNCIL MEETING OF: DECEMBER 6, 2006**

**DEPARTMENT: FINANCE AND BUSINESS SERVICES**

**DIRECTOR: MARK R. VINCENT**

☒ **Consent** ☐ **Discussion**

**SUBJECT:**

Preapproval of award of Bid No. 06.1730.27-LGM, Federal Project # STP-017 (091), Fremont Street Pedestrian Improvements - Las Vegas Boulevard to Eighth Street to the lowest responsive and responsible bidder and the construction conflicts and contingency reserve set by Finance and Business Services - Department of Public Works (\$5,727,097.60 - Road and Flood Capital Projects Fund/Traffic Improvements Capital Projects Fund/Industrial Development Special Revenue Fund/Sanitation Enterprise Fund/City of Las Vegas Redevelopment Agency Fund/Special Improvement District) - Ward 5 (Weekly)

**Fiscal Impact**

☐

No Impact

☐

Augmentation Required

☒

Budget Funds Available

**Amount:** \$5,727,097.60

**Funding Source:** Various Funds

**Dept./Division:** Public Works

**PURPOSE/BACKGROUND:**

This project provides for the Pedestrian Improvements on Fremont Street between Las Vegas Boulevard and 8th Street. The work consists primarily of, but is not limited to, bituminous roadway and concrete sidewalk reconstruction, 1950's retrofit neon sign fabrication and installation, traffic signal modifications, lighting, storm sewer reconstruction and landscaping. Award of this contract is contingent upon final acceptance of Section 106 Study by State Historical Preservation Office (SHPO). Once approval is received from SHPO Nevada Department of Transportation (NDOT) will grant their funding of \$529,060 per NDOT Stewardship Agreement PR 532-05-063.

PCC: L.G. Minor

**RECOMMENDATION:**

That City Council preapprove the award of Bid No. 06.1730.27-LGM, Pedestrian Improvements on Fremont Street between Las Vegas Boulevard and Eighth Street to the lowest responsive and responsible bidder and approve the construction conflicts and contingency reserve set by Finance and Business Services. Authority to execute the Contract is given to the Purchasing Manager per R-48-2006.

**BACKUP DOCUMENTATION:**

None

Motion made by GARY REESE to Approve Items 11 through 42 as recommended

**AGENDA SUMMARY PAGE**  
**CITY COUNCIL MEETING OF: DECEMBER 6, 2006**

**DEPARTMENT: FINANCE AND BUSINESS SERVICES**

**DIRECTOR: MARK R. VINCENT**

☒ **Consent**   ☐ **Discussion**

**SUBJECT:**

Preapproval of award of Bid No. 06.1730.27-LGM, Federal Project # STP-017 (091), Fremont Street Pedestrian Improvements - Las Vegas Boulevard to Eighth Street to the lowest responsive and responsible bidder and the construction conflicts and contingency reserve set by Finance and Business Services - Department of Public Works (\$5,727,097.60 - Road and Flood Capital Projects Fund/Traffic Improvements Capital Projects Fund/Industrial Development Special Revenue Fund/Sanitation Enterprise Fund/City of Las Vegas Redevelopment Agency Fund/Special Improvement District) - Ward 5 (Weekly)

**Fiscal Impact**

☐

No Impact

☐

Augmentation Required

☒

Budget Funds Available

**Amount:** \$5,727,097.60

**Funding Source:** Various Funds

**Dept./Division:** Public Works

**PURPOSE/BACKGROUND:**

This project provides for the Pedestrian Improvements on Fremont Street between Las Vegas Boulevard and 8th Street. The work consists primarily of, but is not limited to, bituminous roadway and concrete sidewalk reconstruction, 1950's retrofit neon sign fabrication and installation, traffic signal modifications, lighting, storm sewer reconstruction and landscaping. Award of this contract is contingent upon final acceptance of Section 106 Study by State Historical Preservation Office (SHPO). Once approval is received from SHPO Nevada Department of Transportation (NDOT) will grant their funding of \$529,060 per NDOT Stewardship Agreement PR 532-05-063.

PCC: L.G. Minor

**RECOMMENDATION:**

That City Council preapprove the award of Bid No. 06.1730.27-LGM, Pedestrian Improvements on Fremont Street between Las Vegas Boulevard and Eighth Street to the lowest responsive and responsible bidder and approve the construction conflicts and contingency reserve set by Finance and Business Services. Authority to execute the Contract is given to the Purchasing Manager per R-48-2006.

**BACKUP DOCUMENTATION:**

None

Motion made by GARY REESE to Approve Items 11 through 42 as recommended



**AGENDA SUMMARY PAGE**  
**CITY COUNCIL MEETING OF: DECEMBER 6, 2006**

**DEPARTMENT: FINANCE AND BUSINESS SERVICES**

**DIRECTOR: MARK R. VINCENT**

☒ **Consent** ☐ **Discussion**

**SUBJECT:**

Approval of Professional Services Agreement No. 070163, New Prototype Fire Station #48 at Elkhorn Road and Fort Apache Road – Department of Public Works – Award recommended to: ES2 LAS VEGAS, LLC (\$53,750 – Fire Services Capital Projects Fund) - Ward 6 (Ross)

**Fiscal Impact**

☐

No Impact

☐

Augmentation Required

☒

Budget Funds Available

**Amount:** \$53,750

**Funding Source:** Fire Services CPF

**Dept./Division:** Public Works

**PURPOSE/BACKGROUND:**

This Professional Services Agreement provides the building structural design consultant to provide construction documents of new value engineered, LEED Silver Certified, prototype Fire Station #48 located at Elkhorn Rd. East of Fort Apache Rd. Architectural Services are being provided in house by Samuel D. Tolman AIA NCARB and OAS staff.

This purchase exempt from the competitive bidding process pursuant to NRS 332.115.1(b), Professional Services.

PCC: L.G. Minor

POC: Jody Christensen - (702) 616-3107

**RECOMMENDATION:**

That City Council approve Professional Services Agreement No. 070163 for New Prototype Fire Station # 48 at Elkhorn Road and Fort Apache Road in the amount of \$48,750, including \$5,000 in contingency reserve, to ES2 Las Vegas, LLC. Authority to execute the Agreement is given to the Purchasing Manager per R-48-2006.

**BACKUP DOCUMENTATION:**

Certificate - Disclosure of Ownership/Principals

Motion made by GARY REESE to Approve Items 11 through 42 as recommended

Passed For: 5; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 2

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



# CERTIFICATE DISCLOSURE OF OWNERSHIP/PRINCIPALS

## 1. Definitions

"City" means the City of Las Vegas.

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

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

## 2. Policy

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

## 3. Instructions

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

## 4. Incorporation

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

| Block 1             | Contracting Entity                                        |
|---------------------|-----------------------------------------------------------|
| ES2 Las Vegas, LLC. |                                                           |
| Name                | 6380 S. Valley View Blvd. Ste: 406<br>Las Vegas, NV 89118 |
| Address             | 702-666-3107                                              |
| Telephone           | 20-1620162                                                |
| EIN or DUNS         |                                                           |

| Block 2                                                        | Description |
|----------------------------------------------------------------|-------------|
| Subject Matter of Contract/Agreement:                          |             |
| Structural drawings & calculations<br>for fire Station 48 & 49 |             |
| RFP #                                                          |             |

| Block 3                             | Type of Business                     |                                                               |                                      |
|-------------------------------------|--------------------------------------|---------------------------------------------------------------|--------------------------------------|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Partnership | <input checked="" type="checkbox"/> Limited Liability Company | <input type="checkbox"/> Corporation |

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

**Block 4 Disclosure of Ownership and Principals**

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

|     | FULL NAME/TITLE              | BUSINESS ADDRESS                                        | BUSINESS PHONE |
|-----|------------------------------|---------------------------------------------------------|----------------|
| 1.  | Greg A. Meyer, Principal     | 6380 S. Valley View Blvd Ste 406<br>Las Vegas, NV 89118 | 702-616-3107   |
| 2.  | Dong H. Weber, Principal     | 4943 N. 29th E. Ste: A<br>Idaho Falls, ID 83401         | 208-524-0800   |
| 3.  | Jason P. South, Principal    | 4943 N. 29th E. Ste: A<br>Idaho Falls, ID 83401         | 208-524-0800   |
| 4.  | Terrol M. Bateman, Principal | 4943 N. 29th E. Ste: A<br>Idaho Falls, ID 83401         | 208-524-0800   |
| 5.  |                              |                                                         |                |
| 6.  |                              |                                                         |                |
| 7.  |                              |                                                         |                |
| 8.  |                              |                                                         |                |
| 9.  |                              |                                                         |                |
| 10. |                              |                                                         |                |

The Contracting Entity shall continue the above list on a sheet of paper entitled "Disclosure of Principals - Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the number of sheets: 0

**Block 5 Disclosure of Ownership and Principals - Alternate**

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

Name of Attached Document: \_\_\_\_\_  
 Date of Attached Document: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

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

*S. Meyer*  
 Name  
11/10/06  
 Date

Subscribed and sworn to before me this 10<sup>th</sup> day of

November, 2006

*Natalie G. Hall*  
 Notary Public



**AGENDA SUMMARY PAGE**  
**CITY COUNCIL MEETING OF: DECEMBER 6, 2006**

**DEPARTMENT: FINANCE AND BUSINESS SERVICES**

**DIRECTOR: MARK R. VINCENT**

☒ **Consent** ☐ **Discussion**

**SUBJECT:**

Approval of Amendment No. 4 to Contract No. 219641 for Professional Services Agreement for Design Services for Centennial Hills Leisure Center located at Buffalo Drive and Deer Springs Way - Department of Public Works - Award recommended to: LUCCHESI GALATI ARCHITECTS, INC. (\$211,150 - Parks and Leisure Activities Capital Projects Fund) - Ward 6 (Ross)

**Fiscal Impact**

☐

No Impact

☐

Augmentation Required

☒

Budget Funds Available

**Amount:** \$211,150

**Funding Source:** Parks and Leisure Activities CPF

**Dept./Division:** Public Works

**PURPOSE/BACKGROUND:**

On December 17, 2003 City Council approved the award of Contract No. 219641 to Lucchesi Galati Architects, Inc. in the amount of \$2,107,900 and contingency reserve of \$250,000. On July 7, 2004 City Council approved an additional amount for contingency reserve in the amount of \$435,000. The Contract provides for a Professional Services Agreement for Design Services for Centennial Hills Leisure Center. This Amendment adds \$211,150 to the Contract amount for the Construction Documents Phase Services. This item is exempt from the competitive bidding process pursuant to NRS 332.115.1(b), Professional Services.

PCC: L.G. Minor

POC: John A. Haddad - (702) 263-7111

**RECOMMENDATION:**

That City Council approve Amendment No. 4 to Contract No. 219641 for Professional Services Agreement for Design Services for Centennial Hills Leisure Center to Lucchesi Galati Architects, Inc. in the amount of \$211,150. Authority to execute the Amendment is given to the Purchasing Manager per R-48-2006.

**BACKUP DOCUMENTATION:**

Certificate - Disclosure of Ownership/Principals

Motion made by GARY REESE to Approve Items 11 through 42 as recommended

Passed For: 5; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 2

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



# CERTIFICATE DISCLOSURE OF OWNERSHIP/PRINCIPALS

## 1. Definitions

"City" means the City of Las Vegas.

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

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

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

## 2. Policy

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

## 3. Instructions

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

## 4. Incorporation

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

| Block 1            | <u>Contracting Entity</u>             |
|--------------------|---------------------------------------|
|                    | Lucchesi, Galati,<br>Architects, Inc. |
| <u>Name</u>        |                                       |
|                    | 500 Pilot Road, Suite A               |
| <u>Address</u>     |                                       |
|                    | (702) 263-7111                        |
| <u>Telephone</u>   |                                       |
|                    | 88-0215901                            |
| <u>EIN or DUNS</u> |                                       |

| Block 2      | <u>Description</u>                                                             |
|--------------|--------------------------------------------------------------------------------|
|              | Professional Architectural Services for<br>the Centennial Hills Leisure Center |
|              |                                                                                |
|              |                                                                                |
|              |                                                                                |
|              |                                                                                |
| <u>RFP #</u> |                                                                                |

| Block 3                             | <u>Type of Business</u>              |                                                    |                                                 |
|-------------------------------------|--------------------------------------|----------------------------------------------------|-------------------------------------------------|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Partnership | <input type="checkbox"/> Limited Liability Company | <input checked="" type="checkbox"/> Corporation |

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

## Block 4 Disclosure of Ownership and Principals

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

|     | FULL NAME/TITLE         | BUSINESS ADDRESS    | BUSINESS PHONE |
|-----|-------------------------|---------------------|----------------|
| 1.  | CRAIG S. GALATI / PRES. | 500 PILOT RD, STE A | 263 7111       |
| 2.  | RAY WCCABSI / DIR       | "                   | "              |
| 3.  | JOHN ITADODAD / DIR.    | "                   | "              |
| 4.  | J DENISE COOK / SEC     | "                   | "              |
| 5.  | JEFF ROBERTS            | "                   | "              |
| 6.  |                         |                     |                |
|     |                         |                     |                |
| 8.  |                         |                     |                |
| 9.  |                         |                     |                |
| 10. |                         |                     |                |

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

## Block 5: Disclosure of Ownership and Principals - Alternate

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

| Name of Attached Document | Date of Attached Document | Number of Pages |
|---------------------------|---------------------------|-----------------|
|                           |                           |                 |

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

State of Nevada  
County of Clark

Subscribed and sworn to before me this 7th day of

November, 2006.

*Julie A. Pagliaro*  
Notary Public

 **JULIE A. PAGLIARO**  
Notary Public State of Nevada  
No. 06-102355-1  
My appt. exp. Aug. 30, 2009



**AGENDA SUMMARY PAGE**  
**CITY COUNCIL MEETING OF: DECEMBER 6, 2006**

**DEPARTMENT: NEIGHBORHOOD SERVICES**

**DIRECTOR: STEPHEN HARSIN**

☒ **Consent** ☐ **Discussion**

**SUBJECT:**

Approval to loan \$1,500,000 Home Investment Partnership Program (HOME) and Low Income Housing Trust Fund (LIHTF) to SDA, Inc., to a for profit developer, as gap financing for the construction of Bridger Street Apartments, located on the northeast corner of Bridger and Ninth Streets, to add 300 affordable rental units to the city's housing stock - Ward 5 (Weekly)

**Fiscal Impact**

☐

**No Impact**

☐

**Augmentation Required**

☒

**Budget Funds Available**

**Amount:** \$1,500,000

**Funding Source:** HOME/LIHTF

**Dept./Division:** Neighborhood Services/Neighborhood Development

**PURPOSE/BACKGROUND:**

SDA Inc. is constructing a 300-unit apartment complex to provide 188 one-bedroom units and 112 studio units of affordable housing for seniors and families near Bridger Street between 9th and 10th Streets. Due to escalating land and construction costs, SDA Inc. has requested a loan in the amount of \$1.5 million to cover the funding gap on this development.

**RECOMMENDATION:**

Staff recommends that the City Council approve the Home Investment Partnership Program and Low Income Housing Trust Fund loan to SDA Inc. and authorize the Mayor to execute the Agreements with the Developer after they have been approved by the City Attorney.

**BACKUP DOCUMENTATION:**

Agency letter dated October 20, 2006

Motion made by GARY REESE to Approve Items 11 through 42 as recommended

Passed For: 5; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 2

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

# SDA

SDA INC.  
The Denver Tech Center  
5655 South Yosemite Street, Suite 301  
Greenwood Village, Colorado 80111  
Telephone: (303) 220-0500  
Facsimile: (303) 220-0596

Real Estate: Construction  
Development  
Investment  
Management

VIA FEDERAL EXPRESS

October 20, 2006

Stephen K. Harsin, AICP  
Director  
Neighborhood Services Division  
City Hall, Second Floor  
400 Stewart Avenue  
Las Vegas, Nevada 89101  
Telephone: (702) 229-2330  
Facsimile: (702) 382-3045

**RE: Downtown Affordable Apartment Community  
Bridger Avenue Apartments**

Dear Mr. Harsin:

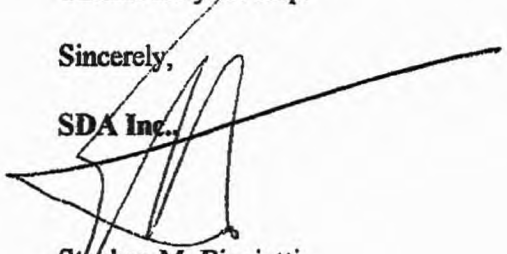
We have been very pleased with the assistance from your department as we move forward on the Bridger Avenue Apartment Community. We think this new 300-unit apartment community will perform and satisfy an exceptional need for quality, secure, dignified permanent resident living in downtown. This property will be very similar to the adjacent 300-unit City Center Apartment Community, as we will copy many of the successful aspects of that community.

Since this project started, however, land cost has increased from \$20 per square foot to \$100 per square foot. Additionally, construction costs have increased about 35%. Accordingly, we need the City's assistance to cover the funding gap on this development. We request that you make available \$1,500,000 in a combination of low-income housing trust funds and HOME funds, based on availability.

Thanks for your help.

Sincerely,

SDA Inc.

  
Stephen M. Biagiotti  
President

SMB/lr

Cc: Tim Whitright - Manager  
Sue Prescott - Supervisor

**AGENDA SUMMARY PAGE**  
**CITY COUNCIL MEETING OF: DECEMBER 6, 2006**

**DEPARTMENT: NEIGHBORHOOD SERVICES**

**DIRECTOR: STEPHEN HARSIN**

☒ **Consent**   ☐ **Discussion**

**SUBJECT:**

Approval of the transfer of Parsons Place property located at 624 Stewart Avenue from Golden Rule to Neighborhood Housing Services of Southern Nevada (NHSSN) and authorizing the City to enter into the Amended and Restated Agreements and any documents related thereto - Ward 5 (Weekly)

**Fiscal Impact**



**No Impact**



**Augmentation Required**



**Budget Funds Available**

**Amount:**

**Funding Source:**

**Dept./Division:**

**PURPOSE/BACKGROUND:**

On December 21, 1994, the City of Las Vegas City Council allocated \$506,200 in HOME funds to Golden Rule Inc. for the acquisition of a 58 unit building located at 624 E. Stewart known as Parsons Place to provide low cost transitional housing to very low income persons. In addition, on September 17, 2003, City Council allocated \$35,000 of Community Development Block Grant funds to replace the roof, paint & landscaping. Golden Rule Inc. is in the process of merging into NHSSN and is transferring all assets to the new non-profit agency. NHSSN will keep the units at Parsons Place affordable throughout the remainder of the affordability period and continue to meet a National Objective.

**RECOMMENDATION:**

Staff recommends that the City Council approve these Amended and Restated Agreements which will allow transfer of the property to NHSSN and authorizes the Mayor to execute all related Agreements and documents required following approval as to form by the City Attorney.

**BACKUP DOCUMENTATION:**

AMENDMENT ATTACHED

1. Letter from Golden Rule, Inc. Transfer Request
2. Disclosure of Principals from Golden Rule, Inc.
3. Disclosure of Principals from NHSSN

Motion made by GARY REESE to Approve Items 11 through 42 as recommended

Passed For: 5; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 2

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

Golden Rule, Inc.  
P.O.Box 50285  
Henderson, NV 89016

Office: 456-9881  
Fax: 456-9860

October 30, 2006

Tim Whitright, Manager  
Neighborhood Services Department  
City of Las Vegas  
City Hall, Second Floor  
400 Stewart Avenue  
Las Vegas, NV 89101

RE: 624 E. Stewart, Parsons Place

Dear Mr. Whitright:

Golden Rule, Inc. (GRI) is in the process of merging into Neighborhood Housing Services of Southern Nevada, Inc. (NHSSN), a local 501 c 3 organization and exclusive NeighborWorks® agency in the State of Nevada. We feel this merger and collaboration will enable a more efficient and effective delivery of services and programs to the community. Our intention is to complete this merger process including the transfer of all assets of GRI over to NHSSN by 12/31/2006.

One asset to be transferred is 624 E. Stewart - Parsons Place. As you are aware the City of Las Vegas and Clark County provided funds to GRI to acquire the property in 1995. Pursuant to the Home Investment Partnerships (HOME) and or Low Income Trust Fund Housing Trust (LIHTF) Program Agreement to Fund, Section II., paragraph E. GRI must obtain written consent from the City of Las Vegas to permit the assignment of this agreement and associated covenants and restrictions to NHSSN. Please accept this letter as the formal request to assign this property and agreements to NHSSN.

NHSSN is an affordable housing organization that was founded in 1992. They currently operate 83 units of affordable housing in Clark County and North Las Vegas respectively under the HOME Program guidelines. Please contact Brian A. Sagert, President and CEO of NHSSN with any questions at (702) 649-0998.

This merger is truly a representation of how non-profits can collaborate to make a stronger organization to better maximize resources, and increase the outcomes produced in the community. As time is of the essence, we appreciate your expedient review and approval of this request so as we can close this transaction by year end 12/31/2006.

If you have any questions, please do not hesitate to contact me at (702) 456-9881.

Sincerely,



Betty-Jeanne Cousins  
Golden Rule, Inc.

CC: Carol Bachwansky, City of Las Vegas ✓  
Mike Pawlak, Clark County  
Brian A. Sagert, NHSSN  
Eloiza Martinez, GRI

---

Eloiza Martinez, President

Betty-Jeanne Cousins, Secretary/Treasurer



## DISCLOSURE OF PRINCIPALS

The principals and partners \_\_\_\_\_ and all persons and entities holding more than 1% interest in **Golden Rule, Inc** or any principal of **Golden Rule, Inc** are the following:

| FULL NAME                      | BUSINESS ADDRESS                                                            | BUSINESS PHONE              |
|--------------------------------|-----------------------------------------------------------------------------|-----------------------------|
| 1. <u>Eloiza Martinez</u>      | <u>Wells Fargo Bank 1700 E. Charleston Blvd</u>                             | <u>89104 Cell: 371-9695</u> |
| 2. <u>Betty-Jeanne Cousins</u> | <u>2415 Doherty Way Henderson, NV 89014</u><br>(does not work home address) | <u>456-9881</u>             |
| 3. <u>Francis Odom</u>         | <u>Community Bank of Nevada 400 S./ 4<sup>th</sup> Street</u>               | <u>89101 949-9800</u>       |
| 4. <u>Brian Sagert</u>         | <u>NHSSN 1849 Civil Center Dr N. Las Vegas</u>                              | <u>89030 Cell: 809-5070</u> |
| 5. _____                       | _____                                                                       | _____                       |
| 6. _____                       | _____                                                                       | _____                       |

Continue list until full and complete disclosure is made.

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

Golden Rule, Inc.  
Nevada non-profit

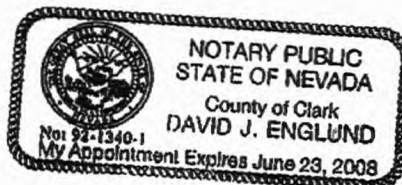
By: \_\_\_\_\_

Title: Secretary/Treasurer

Subscribed and sworn to before me this

13 day of Nov 2006

David J. Englund  
Notary Public





## DISCLOSURE OF PRINCIPALS

The principals and partners \_\_\_\_\_ and all persons and entities holding more than 1% interest in Neighborhood Housing Services of Southern Nevada, Inc. or any principal of Neighborhood Housing Services of Southern Nevada, Inc. are the following:

| FULL NAME            | BUSINESS ADDRESS                                      | BUSINESS PHONE |
|----------------------|-------------------------------------------------------|----------------|
| 1. Paula Brown       | (Retired) 5625 Sageridge Circle, NLV, Nv 89032        | (702) 399-8787 |
| 2. Robert DeJong     | CreditOne Bank, 585 Pilot Rd, LV, Nv 89119            | (702) 269-1009 |
| 3. Maria Bastian     | Bank of The West, 701 Valle Verde, Hnd, Nv 89014      | (702) 242-6698 |
| 4. Pauline Wadsworth | (Homemaker) 1724 Arrowhead St.                        | (702) 642-4133 |
| 5. Joselyn Cousins   | Bank of Nevada, 2700 W. Sahara, Lv, Nv 89102          | (702) 252-6153 |
| 6. Rose Davis        | Nevada Power, 6226 W. Sahara, LV, Nv 89146            | (702) 638-2141 |
| 7. Jay Littlefield   | (Retired) 1000 Taylor, NLV, Lv 89030                  | (702) 642-2884 |
| 8. Jan Garcia        | (Retired) 7588 Parnell, Lv, Nv 89147                  | (702) 247-1389 |
| 9. Michael Ramirez   | Metro Police, 621 N. 9 <sup>th</sup> St. LV, Nv 89101 | (702) 828-4348 |
| 10. Colleen Stauffer | Premier Mechanical, 4375 Polaris, LV, Nv 89103        | (702) 914-9449 |
| 11. Anita Wood       | (Homemaker) 4108 Bola, NLV, Nv 89032                  | (702) 631-4307 |

Continue list until full and complete disclosure is made.

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

\_\_\_\_\_  
Neighborhood Housing Services of Southern Nevada, Inc.  
A Nevada non-profit

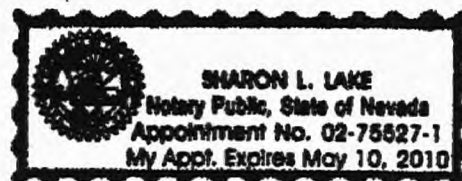
By: \_\_\_\_\_

Brian A. Sagert

Title: President & CEO

Subscribed and sworn to before me this  
13<sup>th</sup> day of November, 2006

\_\_\_\_\_  
Notary Public



# Amendment to Final Minutes

Office of the City Clerk

City Council Meeting Minutes of December 6, 2006

Date Submitted: October 19, 2007

Amendment to Item #30

---

Purpose of Amendment:

Executed Agreement Added to the Final Minutes as follows:

- Home Investment Partnerships ("HOME") Program Amended and Restated Agreement with Neighborhood Housing Services of Southern Nevada, Inc., Parson's Place Apartments

Submitted By: Stacey Campbell

Signature: Dwight K. Bridges  
City Clerk or Chief Deputy

Date: 10/19/2007

HOME INVESTMENT PARTNERSHIPS ("HOME") PROGRAM  
AMENDED AND RESTATED AGREEMENT  
NEIGHBORHOOD HOUSING SERVICES OF SOUTHERN NEVADA, INC.  
PARSON'S PLACE APARTMENTS

---

THIS AMENDED AND RESTATED AGREEMENT, made and entered into this 6th day of December, 2006 between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, with offices located at City Hall, 400 Stewart, Las Vegas, Nevada 89101 (hereinafter referred to as the "City"), and Neighborhood Housing Services of Southern Nevada, Inc. a non-profit corporation organized under the laws of the State of Nevada, with a mailing address of 1849 Civic Center Drive, North Las Vegas, NV 89030, hereinafter referred to as ("Subrecipient"), the City and Subrecipient being hereinafter sometimes referred to singly as a "Party" and collectively as the "Parties".

WITNESSETH:

WHEREAS, Clark County, Nevada (hereinafter referred to as the "the County"), has entered into a Loan Agreement with the United States Department of Housing and Urban Development, (hereinafter referred to as "HUD"), for participation in the Home Investment Partnerships Program, (hereinafter referred to as the "HOME Program"), under 24 CFR Part 92 as amended; and

WHEREAS, the County has previously entered into an Interlocal Agreement with the State of Nevada whereby the County will administer certain HOME Program and Low-Income Housing Trust Fund (LIHTF) monies allocated to the County by the Housing Division, Department of Business and Industry, State of Nevada (hereinafter referred to as "NHD"), and

WHEREAS, the County, as the Entitlement Grantee for the HOME Program is responsible for planning, administration, implementation, and evaluation of the program; and

WHEREAS, the City has entered into an Interlocal Agreement with the County for the purpose of creating a HOME Program Consortium (hereinafter referred to as the "Consortium") wherein the City is entitled to participate in a pro rata share of all HOME Program allocated to and administered by the County; and

WHEREAS, the County, pursuant to the terms and conditions of said Interlocal Agreement, shall transfer HOME Program to the City; and

WHEREAS, Neighborhood Housing Services of Southern Nevada, Inc., hereinafter referred to as "Subrecipient", is a private not-for-profit organization created for religious, charitable or educational purposes as defined by NRS 244.1505 and NRS 372.3261; and

WHEREAS, the City desires to assist Subrecipient by providing HOME Program funds for acquisition of the property (herein called the "Property" or "Project") as legally described in Exhibit "E" of this Agreement; and

WHEREAS, on December 21, 1994, the City of Las Vegas City Council allocated \$506,200 in State HOME funds to Golden Rule, Inc., dba Parsons Place for the acquisition of a 58 unit transitional housing project located at 624 E. Stewart known as Parsons Place, and

WHEREAS, ON October 31, 2006, the City received a letter from Golden Rule, Inc. informing us of the merger of their non-profit organization with Neighborhood Housing Services of Southern Nevada, Inc. (NHSSN) and requesting the transfer of Parsons Place to NHSSN, and

WHEREAS, on December 6, 2006 the City Council approved the transfer of title on the property located at 624 E. Stewart, Las Vegas, Nevada known as Parsons Place to NHSSN, and

WHEREAS, the Las Vegas City Council hereby determines that the Project shall provide a substantial benefit to the inhabitants of the City.

NOW THEREFORE, for and in consideration of the premises and of the mutual promises and agreements which are hereinafter contained, the Parties do hereby agree as follows:

**I. SCOPE OF SERVICES**

**A. SUBRECIPIENT RESPONSIBILITIES**

SUBRECIPIENT will be responsible for administering a HOME/LIHTF-funded project to provide activities eligible under the HOME/LIHTF Program as more specifically set out in Exhibit "A", Scope of Services Description. It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed five hundred six thousand two hundred Dollars (\$506,200) in HOME funds, (hereinafter "HOME" or "Funds").

**B. TIME OF PERFORMANCE**

This Agreement provides for HOME funding of SUBRECIPIENT'S Project rendered in accordance with this Agreement. The CITY shall bear no liability to fund or provide payment for SUBRECIPIENT Project in the event that no HOME/LIHTF fund grant award funds are received during that fiscal year. Furthermore, the CITY shall be liable only for payment proportional to the extent of the HOME/LIHTF fund grant the CITY receives.

## **II. CITY GENERAL CONDITIONS**

### **A. COMPLIANCE WITH THE SUBRECIPIENT HOME/LIHTF PROGRAM MANUAL AND OTHER APPLICABLE STATUTES AND REGULATIONS**

SUBRECIPIENT agrees to abide with all Policies, Regulations and HOME Program criteria as specified in the City's Neighborhood Services Department HOME Program Manual. SUBRECIPIENT shall obtain any and all applicable Federal, State, and local permits and licenses required to execute the Project or Program as described in the Agreement's Scope of Services. SUBRECIPIENT further agrees to abide by all applicable Federal, State, and Local codes, regulations, statutes, ordinances, and laws. Failure to abide by any of the above may result in forfeiture of the HOME/LIHTF funds.

### **B. SUBRECIPIENT RETAINS EXCLUSIVE RIGHT OF PERFORMING SERVICES**

SUBRECIPIENT has requested financial support of the CITY to enable SUBRECIPIENT to provide the services contemplated herein. The CITY shall have no relationship whatsoever with the services contemplated herein except with the provision of financial support and the receipt of the Reports as described herein. In any and all events, the services contemplated herein shall be rendered at the time, in the manner and under circumstances determined solely and exclusively by SUBRECIPIENT, subject only to review by the City of Las Vegas, Neighborhood Services Department Director or other designee of the Neighborhood Services Director, to assure continuing eligibility for HOME funding.

### **C. INDEMNIFICATION**

SUBRECIPIENT agrees to protect, defend, indemnify and save harmless the CITY from and against any and all liability, damages, claims, suits, liens, and judgments of whatever nature, including but not limited to, claims for contribution and/or indemnification for injuries to or death of any person or persons, caused by, in connection with, or arising out of any activities undertaken pursuant to this Agreement. SUBRECIPIENT'S obligation to protect, defend, indemnify, and save harmless as set forth in this paragraph, shall include reasonable attorneys' fees incurred by the CITY in the defense and/or handling of said suits, demands, judgments, liens, claims and the like and reasonable attorneys' fees and reasonable investigation expenses incurred by the CITY in enforcing and/or obtaining compliance with the provisions of this paragraph.



#### **D. ON-SITE MONITORING**

Projects funded under this Agreement will be subject to on-site monitoring by duly authorized CITY representatives, CITY-contracted independent auditors, HUD and/or the Comptroller of the United States, or any combination thereof. Said representatives will be announced, at a minimum, 24 hours in advance of such visits, which shall occur during normal operating hours. The representatives shall be granted access to any and all records pertaining to said Project. Representatives may, on occasion, interview project recipients who volunteer to be interviewed.

Subrecipient shall allow duly authorized representatives from the City, independent auditors contracted by the City, HUD, the Comptroller General of the United States, or any combination thereof, to conduct such reviews, audits, and on-site monitoring of the Project as the reviewing entity deems appropriate in order to determine:

1. Whether the Project is being operated in a manner consistent with the Consolidated Plan and the national and primary objectives of the HOME Program;
2. Whether the objectives of the Project are being achieved;
3. Whether the Project is being operated in an efficient and effective manner;
4. Whether management control systems and internal procedures have been established to meet the objectives of the Project;
5. Whether the financial operations of the Project are being conducted properly;
6. Whether the periodic reports to the City contain accurate and reliable information; and
7. Whether all of the activities of the Project are conducted in compliance with the provisions of applicable Federal/State laws and regulations and this Agreement.

#### **E. RIGHT TO REVIEW AND AUDIT**

The SUBRECIPIENT agrees to maintain financial records pertaining to all matters relative to this Agreement in accordance with standard accounting principles and procedures and to retain all records and supporting documentation applicable to this Agreement for a period of 30 years, except those records subject to audit findings shall be retained for five years after such findings have been resolved. In the event the SUBRECIPIENT goes out of existence, the SUBRECIPIENT shall turn over to the City all of its records relating to this Agreement to be retained by the City for the required period of time.

The SUBRECIPIENT agrees to permit the City or the City's designated representatives to inspect and audit its records and books relative to this Agreement at any time during normal business hours and under reasonable

circumstances and to copy therefrom any information that the City desires concerning SUBRECIPIENT'S operation hereunder. The SUBRECIPIENT further understands and agrees that said inspection and audit would be exercised upon written notice. If the SUBRECIPIENT or its records or books are not located within Clark County, Nevada, in the event of an inspection and audit, SUBRECIPIENT agrees to deliver the records or books or have the records or books delivered to the City or the City's designated representatives at an address within the City of Las Vegas as designated by the City. If the City or the City's designated representatives find that the records delivered by the SUBRECIPIENT are incomplete, the SUBRECIPIENT agrees to pay the City or the City's representatives' costs to travel (including travel, lodging, meals, and other related expenses) to the Subrecipient's offices to inspect and audit, as deemed necessary, all records of this Project relating to finances, as well as other records including performance records that may be required by relevant directives of funding sources of the City.

#### **F. INSURANCE**

1. The SUBRECIPIENT shall procure and maintain at its own expense, during the entire term of the Agreement, the following coverage:
  - a. Industrial/Workers' Compensation Insurance protecting the SUBRECIPIENT and the City from potential SUBRECIPIENT employee claims based upon job-related sickness, injury, or accident, during performance of this Agreement.
  - b. General Liability Insurance in the amount of One Million Dollars (\$1,000,000) combined single limit per occurrence, and Two Million Dollars (\$2,000,000) aggregate for bodily injury (including death), personal injury and property damage. Such coverage shall be on an "occurrence" basis and not on a "claims made" basis. The coverage must be provided either on an ISO Commercial General Liability form or an ISO Broad Form Comprehensive General Liability form. Any exceptions to coverages must be fully disclosed on the required certificates. If other than these forms are submitted as evidence of compliance, complete copies of such policy forms must be submitted to the City within ten (10) days after the notice of award. Policies must include, but need not be limited to, coverages for bodily injury, property damage, personal injury, Broad Form property damage, premises and operations, severability of interest, products and completed operations, contractual and independent contractors.
  - c. Automobile Liability Insurance in the amount of One Million Dollars (\$1,000,000) combined single limit "per accident" for bodily injury or property damage, or both, caused by or arising out of the ownership, maintenance or use of any automobile by

SUBRECIPIENT (owned or hired) in the performance of the services under this Agreement.

- d. Professional Liability Insurance in an amount of not less than One Million Dollars (\$1,000,000). Coverage may be on a "claims made" basis or on an "occurrence" basis. If coverage is provided on a "claims made" basis, SUBRECIPIENT shall maintain coverage for one (1) year following the completion of this Agreement.
- e. Subrecipient shall carry or provide Comprehensive Fire and Hazard insurance covering the full replacement costs of the Project.

The insurance coverages required under this Section are in addition to, and not in lieu of, SUBRECIPIENT's indemnification obligation provided under Section II.C. The City, its officers, employees and volunteers must be expressly named as additional insured parties under the coverages required under this Section.

- 2. Certificates of Insurance. Prior to the commencement of its performance under this Agreement, SUBRECIPIENT shall have on file with the City current certificates of insurance evidencing the coverages required herein.
  - a. SUBRECIPIENT shall furnish the renewal certificates for the required insurance during the period of coverage required by this Agreement. If the renewal certificates are not provided, the City may declare SUBRECIPIENT in default of its obligation under this Section.
  - b. Except for the Professional Liability Insurance, the City shall be named as an additional insured party under the coverages required under this section.
- 3. Insurance Rating. Each insurance company's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance. The adequacy of the insurance supplied by SUBRECIPIENT, including the rating and financial health of each insurance company providing coverage, is subject to the approval of the City. The City requires insurance carriers to maintain a Best's Key rating of A VII or higher (i.e., A VII, A VIII, A IX, A X, etc.)
- 4. Lapse of Insurance. If SUBRECIPIENT fails to maintain any of the insurance coverages required under this Section, then the City will have the option to (i) declare a breach of this Agreement, (ii) purchase replacement insurance, or (iii) pay the premiums that are due on

existing policies in order that the required coverages may be maintained. SUBRECIPIENT is responsible for any expenses paid by the City to maintain or purchase the insurance required under this Section and the City may collect the same from SUBRECIPIENT or deduct the amount paid from any sums due SUBRECIPIENT under this Agreement.

5. Primary Coverage. SUBRECIPIENT's insurance shall be the primary coverage with respect to the City, its officers, employees and volunteers. Any other coverage (insurance or otherwise) available to the City, its officers, employees and volunteers shall be considered coverage in excess to that required of SUBRECIPIENT and shall not contribute with it.
6. Notice of Cancellation. Each insurance policy supplied by SUBRECIPIENT must be endorsed to provide that the coverage shall not be suspended, voided, canceled or reduced in coverage or in limits until thirty (30) days prior written notice by certified mail "return receipt requested" has been given to the City. This notice requirement does not waive the insurance requirements contained herein.

#### **G. IRS REGULATIONS**

SUBRECIPIENT agrees to comply with all applicable IRS regulations, specifically regarding employees, depositing of payroll taxes, filing of payroll tax returns, and issuance of W-2's at year-end. All persons working for a non-profit agency, whether full or part-time, are considered employees, pursuant to IRS Publication 15A. If a private contractor or instructor is hired, a W-9 must be completed if he/she is paid \$600 or more, and an IRS Form 1099 must be issued to that person at year-end, as well as filed with the IRS. 1099 instructions can be obtained on the IRS website.

#### **H. LIMIT ON ASSIGNMENT OF INTEREST**

SUBRECIPIENT may not assign any part of its rights in this Agreement without consent of CITY. Any such assignment of rights without consent of CITY shall result in the forfeiture of all compensation, or any part thereof, as determined by CITY.

#### **I. AGREEMENT REVISIONS**

Changes in the Scope of Services as outlined herein must be in accordance with HOME Program regulations, made by written amendment to this Agreement and approved and signed by both the Subrecipient and (1) by the Mayor (with City Council approval) if funding amounts over \$24,999 are involved; or (2) by the City's Director of Neighborhood Services or the Director's designee if funding amounts of less than \$25,000 are involved. In addition, the City's Director of Neighborhood Services Department is authorized to sign amendments which revise the Agreement language without any funding impact. Any such changes must not jeopardize the HOME Program funding to the City.



**J. THIRD PARTY CONTRACTS**

SUBRECIPIENT shall provide reasonable advance notice to, and obtain express consent from the CITY prior to obtaining, through funds made available pursuant to this Agreement, professional services pursuant to a written contractual agreement with a third party, an example of said contractual agreement to be provided by the City. Such advance notice shall demonstrate the necessity of such services and shall provide for adequate remedy in the event that professional services are not rendered in a manner consistent with the terms of this Agreement.

**K. LICENSES AND PERMITS**

Subrecipient shall keep and maintain in effect at all times any and all licenses, permits, notices and certifications which may be required by any Clark County or City of Las Vegas ordinance or State or Federal statute.

**L. DISCLOSURE OF PRINCIPALS**

Pursuant to Resolution R-105-99 adopted by the City Council effective October 1, 1999, Subrecipient warrants that it has disclosed, on the form attached hereto as Attachment I, all principals, including, partners of Subrecipient, as well as all persons and entities holding more than 1% interest in Subrecipient or any principal of Subrecipient. Throughout the term hereof, Subrecipient shall notify City in writing of any material change in the above disclosure within 15 days of any such changes.

**M. PERIOD OF AFFORDABILITY**

Subrecipient agrees that this Agreement is in effect for a Period of Affordability for a minimum of 30 years (the "Period of Affordability"), commencing from the date of the final disbursements of funds to the Subrecipient. The funds are recapturable upon sale or transfer of title of the Property.

**N. GROUND BREAKING CEREMONIES**

The Subrecipient agrees and understands that all costs incurred for groundbreaking and grand opening ceremonies will be the responsibility of the Subrecipient. In addition, the Subrecipient agrees to coordinate with the City any ceremonial events concerning this Project including the review and approval of the date selected, the invitations, the invitation list, the press release, and the programs. The City will be responsible for scheduling the event with any city-elected officials.

**O. FORECLOSURE**

Should the Subrecipient lose its vested legal ownership of the Property through foreclosure proceedings prior to the end of said period of affordability, the Subrecipient acknowledges and agrees that the City, as the beneficiary of the Deed of Trust, will require that any resale of the property include language in the transfer documentation ensuring the HOME funded units remain affordable for the entire period of affordability. Additionally, the City will require repayment of all State HOME Program funds in perpetuity.



**P. INCOMPLETE PROJECT**

In the event the Subrecipient completes the purchase of the Property, and for any reason whatsoever, the Subrecipient is unable to begin the HOME eligible project on the Property for which the HOME funds were utilized for the purchase of the Property, the Subrecipient may transfer the Property by deed to the City, at no cost to the City. If the Property is transferred by deed to the City, the City will make reasonable efforts to ensure the Property is utilized for a HOME eligible project, or the City may sell the Property and return the amount of the HOME funds utilized for the purchase to its source. In the alternative to the above, the Subrecipient may sell the Property and, through escrow for the sale for the Property and after deducting from the completed sale the amount of the Subrecipient's own funds invested in the Property, repay to the City the amount of HOME funds used to purchase the Property and the amount of any profit made from the sale.

**Q. APPRAISAL OF PROPERTY**

SUBRECIPIENT understands and agrees that it is the policy of the City to secure as collateral an interest in any and all real property being financed with federal funds. Accordingly, for properties involving acquisition of real property, improvements to real property, or a combination thereof, the City shall not provide funding in excess of fair market value of the subject property. Therefore, the City shall require an appraisal to ascertain fair market value. For projects involving acquisition and improvements to the real property, the City shall require an appraisal indicating the fair market value of the property including all improvements to be made to the property. The City will not disburse any funds pursuant to this Agreement until such appraisal is received to the satisfaction of the City.

**III. FEDERAL GENERAL CONDITIONS**

**A. RELIGIOUS ACTIVITIES 24 CFR 92.257**

As a general rule, in accordance with First Amendment Church/State Principles, HOME/LIHTF assistance may not be used for religious activities or provided to primarily religious entities for any activities, including secular activities, except as cited at 24 CFR 92.257.

**B. POLITICAL ACTIVITIES Section 319 of Public Law 101-121 of the Department of the Interior Appropriations Act.**

SUBRECIPIENT will comply with the above referenced section, which prohibits the use of HOME/LIHTF funds to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration.

## **HATCH ACT CHAPTER 15, TITLE 5, U.S. CODE**

SUBRECIPIENT further agrees that none of the personnel employed in the administration of the within defined Project shall be in any way or to any extent, engaged in the conduct of political activities in contravention of Chapter 15, Title 5, U.S. Code.

### **C. PROGRAM INCOME 24 CFR 92.2**

SUBRECIPIENT agrees that program income, as defined in 24 CFR 92.2, includes, but is not limited to, the following:

1. Proceeds from the disposition by sale or long-term lease of real property acquired, rehabilitated, or constructed with HOME funds or matching contributions;
2. Gross income from the use or rental of real property, owned by the participating jurisdiction, State recipient, or a Subrecipient, that was acquired, rehabilitated, or constructed, with HOME funds or matching contributions, less costs incidental to generation of the income;
3. Payments of principal and interest on loans made using HOME ;
4. Proceeds from the sale of loans made with HOME or matching contributions;
5. Proceeds from the sale of obligations secured by loans made with HOME/LIHTF funds or matching contributions;
6. Interest earned on program income pending its disposition; and
7. Any other interest or return on the investment permitted under 92.205(b) of HOME/LIHTF or matching contributions.

### **DISPOSITION OF PROGRAM INCOME**

Program income must be deposited in the participating jurisdiction's HOME local account unless the participating jurisdiction permits the State recipient or subrecipient to retain the program income for additional HOME projects pursuant to the written agreement required by 92.504.

If the HOME funds were disbursed from the participating jurisdiction's HOME Treasury account, they must be repaid to the Treasury account. If the HOME funds were disbursed from the participating jurisdiction's HOME local account, they must be repaid to the local account. If the jurisdiction is not a participating jurisdiction when the repayment is made, the funds must be remitted to HUD and reallocated in accordance with 92.454.

### **D. OTHER PROGRAM REQUIREMENTS 24 CFR 92.350-3-92.358**

SUBRECIPIENT shall carry out its activities in compliance with all Federal laws and regulations as described in 24 CFR 92.350-92.358, except that SUBRECIPIENT will not assume the CITY'S environmental responsibilities described at 24 CFR 92.352, nor the CITY'S responsibility for initiating the review process under the provisions of 24 CFR Part 58. More specifically Subrecipient shall be required to comply with the following:

**1. GENERAL--24 CFR 92.350**

The Federal requirements set forth in 24 CFR part 5, subpart A, are applicable to participants in the HOME program. The requirements of this subpart include: nondiscrimination and equal opportunity; disclosure requirements; debarred, suspended or ineligible contractors; and drug-free workplace.

**2. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964-- FAIR HOUSING ACT--EXECUTIVE ORDER 11063**

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964, P.L. 88-352; the Fair Housing Act; and Executive Order 11063, as amended by Executive Order 12259; and HUD regulations at 24 CFR Part 1, providing for non-discrimination on the grounds of race, color, creed, sex, familial status, disability, or national origin under any activity receiving Federal funds and also obligating SUBRECIPIENT to use Federally-funded property for the purpose for which the Federal funds were awarded.

**3. SECTION 109 OF THE ACT--AGE DISCRIMINATION ACT of 1975 --SECTION 504 OF THE REHABILITATION ACT OF 1973**

This Agreement is subject to Section 109 of the Housing and Community Development Act of 1974, The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, which requires that no person in the United States shall, on the grounds of age, race, color, national origin, disability, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity funded in whole or in part with HOME/LIHTF Grant funds.

**4. LABOR STANDARDS & DAVIS BACON ACT 24 CFR 92.354**

Section 110(a) of the Act contains labor standards that apply to non-volunteer labor financed in whole or in part with assistance provided under the Act. The Contract Work Hours and Safety Standards Act also applies. Contractors or subcontractors on construction work shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended.

**5. ENVIRONMENTAL STANDARDS 24 CFR 92.352**

This Agreement is subject to the National Environmental Policy Act of 1969, as detailed in implementing regulations 24 CFR Part 58.

**6. NATIONAL FLOOD INSURANCE PROGRAM**

This Agreement is subject to the Flood Disaster Protection Act of 1973, and the regulations in 44 CFR Parts 59 through 79.

**7. DISPLACEMENT, RELOCATION, ACQUISITION, AND REPLACEMENT OF HOUSING 24 CFR 92.353**

SUBRECIPIENT shall assure that they have taken all reasonable steps to minimize the displacement of persons (families, individuals, businesses, non-profit organizations, and farms) as a result of activities pursuant to Part 570.606. Relocation of displaced persons shall be provided in conformance with the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 as amended.

**8. EMPLOYMENT AND CONTRACTING OPPORTUNITIES**

SUBRECIPIENT shall comply with Executive Order 11246, as amended by Executive Order 12086, which provides for Equal Employment Opportunity, and Section 3 of the Housing and Urban Development Act of 1968, with implementing regulations at 24 CFR Part 135. Section 3 requires that employment and other economic development opportunities arising in connection with housing rehabilitation, housing construction, or other public construction projects shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be given to low- and very low-income persons.

**9. LEAD-BASED PAINT 24 CFR 92.355**

This Agreement is subject to the regulations at 24 CFR Part 35, prohibiting the use of lead-based paint in residential structures constructed or rehabilitated with assistance provided pursuant to Part 92.353; notification of hazards of lead-based paint poisoning; and elimination of lead-based paint hazards.

**10. USE OF DEBARRED, SUSPENDED, OR INELIGIBLE CONTRACTORS OR SUBRECIPIENTS**

This Agreement is subject to the requirements set forth in 24 CFR Part 5, in which is incorporated 24 CFR Part 24, which provides for the listing of debarred and suspended participants, participants declared ineligible, and participants who have voluntarily excluded themselves from participation in covered transactions pursuant to Part 24.

**11. UNIFORM ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES 24 CFR 92.505**

Governmental entities. The requirements of OMB Circular No. A-87 and the following requirements of 24 CFR part 85 apply to the participating jurisdiction, State recipients, and any governmental Subrecipient receiving HOME funds: 85.6, 85.12, 85.20, 85.22, 85.26, 85.32-85.34, 85.36, 85.44, 85.51, and 85.52.

Non-profit organizations. The requirements of OMB Circular No. A-122 and the following requirements of 24 CFR part 84 apply to subrecipients receiving HOME that are nonprofit organizations that are not governmental subrecipients: 84.2, 84.5, 84.13-84.16, 84.21, 84.22, 84.26-84.28, 84.30,



84.31, 84.34-84.37, 84.40-84.48, 84.51, 84.60-84.62, 84.72, and 84.73.

**12. CONFLICT OF INTEREST 24 CFR 92.356**

This Agreement is subject to the general rule that no person who is an employee, agent, consultant, officer, or elected official or appointed official of the CITY as Recipient, or of any designated public agencies, or of SUBRECIPIENT who exercise or have exercised any functions or responsibilities with respect to HOME activities assisted pursuant to Part 92.356, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a HOME assisted activity, or have a financial interest in any contract, subcontract, or Agreement with respect to a HOME assisted activity, or with respect to the proceeds of the HOME assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

**13. LIMITED ENGLISH PROFICIENCY (LEP)**

Executive Order 12166 enacted August 11, 2000, mandates the federal government reduce language barriers to limited English proficiency (LEP) persons with regard to accessing federal benefits. Recipients of HUD assistance including state and local governments, public housing authority assisted housing providers, profit and non-profit organizations and other entities receiving funds directly or indirectly from HUD are subject to Executive Order 12166 and Title VI provisions as a condition of receiving federal funds. Failure to ensure limited English persons (LEP) access to HUD benefits may violate Title VI civil rights protections based upon national origin.

**E. DRUG-FREE WORKPLACE**

As a Subrecipient of HOME funds, and in connection with services offered, the SUBRECIPIENT agrees that it shall comply with the provisions of the Drug-Free Workplace Act of 1988, 24 CFR Part 21, which requires that SUBRECIPIENT shall maintain a facility free from the illegal use, possession, or distribution of drugs or alcohol by its beneficiaries.

**F. EXPIRATION OR REVOCATION OF AGREEMENT**

Upon the expiration or revocation of this Agreement, SUBRECIPIENT shall transfer to CITY any HOME funds on hand at the time of expiration or revocation and any accounts receivable attributable to the use of HOME funds.

**G ANTI-LOBBYING**

Section 319 of Public Law 101-121, of the Department of the Interior Appropriations Act, prohibits SUBRECIPIENT from using appropriated Federal funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a specific contract, grant, or loan, and requires that no Federally appropriated funds have been paid or will be paid, by or on behalf of SUBRECIPIENT to any person for influencing or attempting to influence an officer or employee of any agency, a Member



of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

**H. AMERICANS WITH DISABILITIES ACT**

SUBRECIPIENT agrees to comply fully with any and all provisions of the Americans with Disabilities Act (hereinafter referred to as "ADA") as applicable to the SUBRECIPIENT and the activities to be performed by SUBRECIPIENT under the scope of this Agreement. If employing more than fifteen (15) employees, SUBRECIPIENT agrees to comply fully with Title I of the "ADA" as set forth at 28 CFR Part 130. If providing "public accommodations" as defined by the Act in Section 301(7)(A)-(L), SUBRECIPIENT agrees to comply fully with Title III of the "ADA" as set forth at 28 CFR Part 36. If providing public transportation, SUBRECIPIENT agrees to comply fully with the federal regulations as set forth at 49 CFR Parts 37 and 38.

**I. AFFIRMATIVE MARKETING 24 CFR 92.351**

Subrecipient agrees to undertake an affirmative marketing program in conformance with 24 CFR 92 351 (b) and Chapter 3 of the HUD Handbook 7360.01 (Rental Rehabilitation Program).

**J. MCKINNEY HOMELESS ASSISTANCE ACT**

Subrecipient agrees to abide by 24 CFR, Part 576, of the Stewart B. McKinney Homeless Assistance Act.

**K. RECORD KEEPING 24 CFR 92.508**

Subrecipient shall maintain records in accordance with 24 CFR 92.508.

**L. FORFEITURE OF FUNDS**

Any material breach of the terms of this section shall result in forfeiture of all HOME Program or other funding received by Subrecipient pursuant to this Agreement, or any part thereof as determined by the City.

**M. EXPIRATION OF AGREEMENT**

Upon the expiration or revocation of this Agreement, Subrecipient shall transfer to the City any HOME Program and/or LIHTF funds on hand at the time of expiration or revocation and any accounts receivable attributable to the use of these funds.

**N. HOUSING QUALITY STANDARDS 24 CFR 251**

Subrecipient agrees to maintain the Project in compliance with all applicable State and local housing quality standards and code requirements for the duration of this Agreement; and furthermore, Subrecipient agrees to use HUD-qualified housing inspectors to perform an initial housing quality inspection of any HOME assisted unit prior to occupancy, or with replacement of a tenant, or after making any Code corrections, with the housing quality inspection to be performed annually, when so requested by the City to ensure such compliance; and if applicable, the cost

effective energy conservation and effectiveness standards in 24 CFR part 39, and local housing code requirements.

**O. PERIOD OF AFFORDABILITY 24 CFR 92.252 & 92.254**

Subrecipient agrees that this Agreement is in effect for a Period of Affordability of a minimum of 30 years if the City funds consists solely of state HOME funds received directly from HUD, HOME funds received from the State, or LIHTF received from the State commencing from the final date of payment of HOME funds, pursuant to 24 CFR 92.252 or 24 CFR 92.254 and/or the Nevada Revised Statutes and/or the Nevada Administrative Code.

**P. SALE, TRANSFER OR OTHER CONVEYANCE OF PROPERTY 24 CFR 92.503**

A sale, transfer, or other conveyance of the assisted Property is subject to the requirement that the amount of HOME funds previously invested in the Property will be treated in accordance with 24 CFR Part 92.503 and Administrative Guidelines, NRS 319, and NAC 310 and returned to the City's Neighborhood Development Division of the City's Neighborhood Services Department to be reinvested in other affordable housing units.

**Q. DISPLACEMENT OR DISLOCATION OF TENANTS 24 CFR 353**

In conjunction with the Project, Subrecipient agrees to minimize displacement or dislocation of current tenants by referring eligible dislocated tenants to the Clark County Housing Authority for tenant-based assistance, and by assisting with their relocation per 24 CFR 92.353.

Should tenants be displaced as a result of acquisition or rehabilitation of the Property, Subrecipient agrees to assume sole financial responsibility for any liability associated with 49 CFR Part 24.

**R. OMB CIRCULARS**

Administration of the HOME Program is subject to the uniform policies and requirements of the Office of Management and Budget's (OMB) Circulars and Federal Regulations implementing the Circulars. The Circulars set standards for the administration of grants, principles for determining what costs are allowable, and requirements for independent audits. The Circulars also address many other management issues, including record keeping, procurement, bank accounts, and program income. All Subrecipients of the City's grants, as provided herein, are required to be familiar with the OMB Circulars as it pertains to the Federal grant funding received.

**IV. FINANCIAL MANAGEMENT**

**A. AUDIT REQUIREMENTS**

This Agreement is subject to other requirements of United State's Office of Management and Budget (OMB) Circular No. A-110 "Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit

Organizations" and its relevant attachments "A" through "O"; and Circular A-122, entitled "Cost Principles for Non-Profit Organizations."

This Agreement is also subject to an OMB A-133 Audit pursuant to the Single Audit Act. Effective December 31, 2003, the Office of Management and Budget requires that grant recipients who expend \$500,000 or more during a one year period in federal funds aggregate, conduct an A-133 audit.

Any agency that expends between \$200,000 - \$499,999 in federal funds will be required to have a CPA Audited Financial Statement and submitted to the CITY. The funds expended may be from one or multiple federal sources.

All Subrecipients who fall under the requirements of OMB A-133 Auditing Rules must submit a full and complete copy of such audits to the Neighborhood Services Department. It is the responsibility of the SUBRECIPIENT to ensure that audits are completed in a proper and timely manner. Failure to submit copies of the A-133 Audit will render the SUBRECIPIENT as non-compliant. This means that no funds may be drawn until the City's Neighborhood Services Department has received and reviewed the copy of the audit. Please refer to the HOME/LIHTF Program Subrecipient Manual as provided for further guidance on this matter.

#### **B. DOCUMENTATION OF COSTS**

All costs shall be recorded by budget line-items and be supported by properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charge. All checks, payrolls, invoices, contracts, and vouchers, orders or other accounting documents pertaining in whole or in part to the Agreement, shall be thoroughly identified and readily accessible. Backup must include the following documents to verify proof of payment: copies of the front and back of the cancelled checks, downloaded check copies from your bank's website, or bank statements in addition to a paid bill, invoice or receipt.

#### **C. FINANCIAL RECORDKEEPING**

Financial records pertaining to all invoices, materials, payrolls, personnel records, and other data concerning matters related to this Agreement may be requested from SUBRECIPIENT by duly authorized CITY representatives, CITY-contracted independent auditors, HUD and/or the Comptroller of the United States, or any combination thereof.

#### **D. RECORDS**

Project records shall be maintained in accordance with HUD and CITY requirements with respect to all matters covered by this Agreement.

#### **E. PROJECT BUDGET**

Eligible expenditures for payment by the CITY will be made in accordance with the Project Budget and, subject to any conditions imposed in the Scope of Services, shall include semi-annual reports, when seeking reimbursement from the City for Project costs.

All eligible expenses will be reimbursable with appropriate back-up documentation such as, but not limited to, paid invoices, the fronts & backs of cancelled checks, bank statements and/or payroll sheets. SUBRECIPIENT shall not make any changes in the Project budget. Line items may be revised if permission is requested and approved in writing from the City's Neighborhood Services Director.

**F. METHOD OF PAYMENT**

The CITY shall reimburse valid invoices for approved Project Budget expenditures. Before paying such expenses, the CITY will review invoice expenditures to determine their consistency with the approved eligible expenditures, the Scope of Services, pursuant to this Agreement. The CITY reserves the right to refuse reimbursement for expenses, which are HOME ineligible or which are not within the scope of this Agreement.

Subrecipient agrees that disbursement under this Agreement will be made only when the total amount of eligible reimbursable expenses exceeds \$1,000, excepting for the final request for payment under this Agreement. If Subrecipient requests payment in an amount less than the minimum established, payment will be made when the cumulative amount of all eligible reimbursable expenses exceeds \$1,000.

Subrecipient agrees that it may not request disbursement of funds under this Agreement until the funds are needed for payment of eligible costs. The amount of each request must be limited to the amount needed and will be paid on a reimbursement basis.

At the discretion of the City, an amount not to exceed the lesser of ten percent (10%) or \$10,000 of the funds allocated under this Agreement will be retained until the Project is completed and the Subrecipient submits the following:

1. documentation showing that the assisted units meet the Housing Quality Standards, or, if new construction, that the Project has received an occupancy certificate;
2. a certified statement of Final Development Costs which, at a minimum, reports all development costs and expenditures for all federal funds, and the disposition of all of the HOME funds;
3. for projects involving new construction or rehabilitation, a completed form HUD-2516 "Contract and Subcontract Activity";
4. a completed form HUD-40097 "Rental Housing Completion Project Report" or, for owner-occupied projects, form HUD-4096 "Homeownership Project Completion Report";
5. evidence of the recorded fully executed Deed of Trust securing the City's interest in the Property; and



6. evidence that Subrecipient has provided the manager of the Project (Management Agent) with a copy of the HOME/LIHTF Program regulations and the specific HOME/LIHTF compliance requirements for the Project.

**G. UNEXPENDED FUNDS**

HOME/LIHTF funds must be spent in a timely manner. In the event that the City's NEIGHBORHOOD SERVICES staff has reason to believe that the total amount of funds allocated for this Agreement will not be expended in the time and manner prescribed in this Agreement, the City reserves the right to reprogram the funds to another HOME/LIHTF eligible project/program.

**H. ACCOUNTING METHODS**

Expenditures charged to City HOME/LIHTF funds will be accounted for separately from all other revenue sources. These records shall be maintained by SUBRECIPIENT.

**I. REAL PROPERTY, NON-EXPENDABLE PERSONAL PROPERTY, DEPRECIATION SCHEDULES, AND DISPOSITION OF PROPERTY**

In accordance with the United States Office of Management and Budget (OMB) Circulars A-87, Cost Principles of State and Local Governments, and A-110, Grants and Agreements with Institutions of Higher Education, Hospitals, and other Nonprofit Organizations, the following shall apply:

- 1) Non-expendable personal property will be defined as any property either tangible or intangible other than real property as defined herein which has a unit acquisition cost of \$500 or more and a useful life of more than one year.
- 2) Real property will be defined as land, including land improvements, structures and appurtenances thereto, but excluding movable machinery and equipment.
- 3) Non-expendable personal property shall be depreciated on a 5-year, straight-line schedule, as is the accounting standard used for the City in its financial management. SUBRECIPIENT will be required to maintain property records for and report to the City during the 5-year depreciation period. If the property is disposed of prior to the 5-year depreciation period, the CITY shall provide the SUBRECIPIENT with disposition instructions upon request. If the property is disposed of for cash during this period, it constitutes Program Income which must be reported in accordance with the Section III C. & D., Program Income, portion of this Agreement. Examples of non-expendable personal property are vehicles and computer equipment. If said property is a vehicle, the City shall be named as a lien-holder on the title.
- 4) When non-expendable personal property has been fully depreciated in accordance with the CITY'S 5-year straight-line schedule, and the property is disposed of for cash, the SUBRECIPIENT may retain such funds



provided that SUBRECIPIENT notifies the CITY in writing and that SUBRECIPIENT uses such funds for the exclusive benefit of the Program.

5) Pursuant to 24 CFR Part 92.504(c)(2)(vii), the SUBRECIPIENT must transfer upon expiration of the term of this Agreement any HOME/LIHTF funds on hand at the time of expiration and any accounts receivable attributable to the use of HOME/LIHTF funds provided pursuant to this Agreement.

## **V. MODIFICATION OR TERMINATION OF AGREEMENT**

### **A. AMENDMENT OR REVISION REQUIRED BY HUD**

SUBRECIPIENT and the City hereby agree to amend or otherwise revise this Agreement should such modification be required by HUD and/or any applicable federal statutes or regulations.

### **B. TERMINATION PROCEDURES**

SUBRECIPIENT and the City hereby agree that this Agreement is subject to federal enforcement procedures identified in 24 CFR Part 84.62. Remedies for noncompliance with any of the covenants, agreements or stipulations of this Agreement shall include:

1. the temporary withholding of cash payments pending correction of the deficiency by the City or SUBRECIPIENT or more severe action by the U.S. Department of Housing and Urban Development, as the awarding federal agency,
2. the disallowance (that is, denying both the use of funds and matching credit for) all or part of the cost of the activity or action not in compliance,
3. the whole or partial suspension or termination of the current award for the Program,
4. the withholding of further awards for the Program, or
5. the adoption of other remedies that may be legally available.

As a recipient of the HOME/LIHTF funds, the City reserves the right to set the terms and conditions for suspension or termination, provided that such conditions are consistent with 24 CFR Part 85.43 and are appropriate for the noncompliance being addressed. Any notice of termination for noncompliance shall be given no less than ten (10) days before the effective date of such termination and sent to SUBRECIPIENT.

### **C. PROVISIONS REQUIRED BY LAW DEEMED INSERTED**

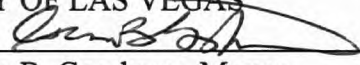
Each and every provision of law and clause required by law to be inserted in this Agreement will be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein and if through mistake or otherwise any such provisions are not inserted, or is not correctly inserted, then upon the application of either party, this Agreement shall forthwith be physically amended to make such insertion.

**D. NOTIFICATION OF AGENCY CHANGES**

In addition to Section I.L., SUBRECIPIENT must notify the City in writing, of any of the following changes within 15 days: key staff, Executive Director, changes of more than half of the Board of Directors, Agency name change, change of address, phone, fax or email address. The City must have complete and up to date information on file for the SUBRECIPIENT.

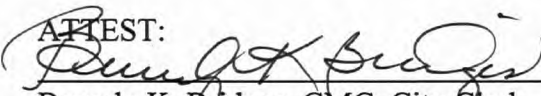
IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representations the day and year first above written.

CITY OF LAS VEGAS

  
Oscar B. Goodman, Mayor

Date

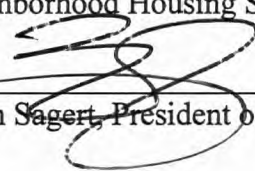
ATTEST:

  
Beverly K. Bridges, CMC, City Clerk

APPROVED AS TO FORM:

  
DATE 9/19/07

Neighborhood Housing Services of Southern Nevada, Inc.

By 

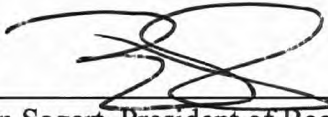
Brian Sagert, President of Board of Directors

10/9/07  
Date

ACCEPTANCE OF GRANT AND AGREEMENT TO  
COMPLY WITH GRANT CONDITIONS

I, Brian Sagert, President of Board of Directors, Neighborhood Housing Services of Southern Nevada, a Nevada non-profit corporation, on behalf of that corporation, do hereby accept the grant made and the conditions imposed upon that grant contained in the HOME Investment Partnerships "HOME" Program Agreement to Fund Parson Place Apartments Project approved by the City Council of the City of Las Vegas, Nevada on the 6th day of December, 2006, a copy of which is attached hereto and incorporated herein.

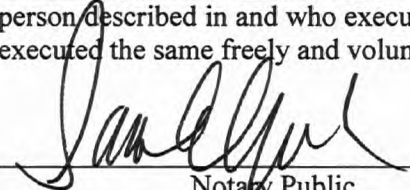
Executed this 9 day of October, 2007.

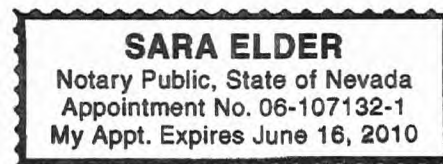
By:   
Brian Sagert, President of Board of Directors

State of Nevada)  
County of Clark)

On this 9 day of October, 2007, before me, the undersigned, a Notary Public in and for said county and State, personally appeared

Brian Sagert as President, known to me to be the person described in and who executed the foregoing instrument, who acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.

  
Notary Public



## EXHIBIT "A"

### Scope of Services

A. Subject to the actual receipt of HOME funds from the County, the City will provide up to \$506,290 to Subrecipient in State HOME Program funds to assist with the acquisition of 58 units of affordable housing, hereinafter referred to as the "Project," as described in Exhibit "C", attached hereto and incorporated herein as if fully set forth. The Project will be located on 624 E. Stewart, Las Vegas, Nevada. The timing and method of providing HOME funds shall be entirely within the City's discretion.

B. Subrecipient agrees that any project costs, unless and until specified in writing by the City of Las Vegas exceeding the \$506,290 in HOME Program funds provided by the City pursuant to this Agreement will be the responsibility of the Subrecipient. Subrecipient further agrees to pay all maintenance and operating costs of the Project unless otherwise agreed to by the City.

C. Changes in the Scope of Services as outlined herein must be in accordance with HOME Program regulations, made by written amendment to this Agreement and approved and signed by both the Subrecipient and the Mayor if funding amounts over \$24,999 are involved or by the City's Director of Neighborhood Services or the Director's designee if funding amounts of less than \$25,000 are involved. In addition, the City's Department Director is authorized to sign amendments which revise the Agreement language without any funding impact. Any such changes must not jeopardize the HOME Program funding to the City.

D. Subrecipient understands and agrees that the City shall not release any funds unless and until the required Environmental Review is completed for the Property per 92 CFR 58. Notwithstanding any provision of this Agreement, the Subrecipient agrees as follows:

E. Subrecipient hereto agrees and acknowledges that this Agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of environmental review and receipt by the City of a release of funds from the U.S. Department of Housing and Urban Development under 24 Part 58, as may be required. The Subrecipient further agrees that the provision of any funds to the Project is conditioned on the City's determination to proceed with, modify or cancel the Project based on the results of a subsequent environmental review. Violation of this provision may result in the denial of any funds under this Agreement. Upon receipt from HUD of authority to use funds, the City's Neighborhood Services Director will provide Subrecipient with a written Notice to Proceed. Once the Notice To Proceed is issued, SUBRECIPIENT must also provide the City with the written minutes of all construction meetings until the Certificate of Occupancy on the Project is received.

F. Subrecipient agrees to provide a Preliminary Title Report to the City and a Title Insurance Policy in the amount of \$506,200 prior to start of construction if Project is for construction.



G. Subrecipient understands and agrees that it is the policy of the City to secure as collateral an interest in any and all real property being financed with federal funds. Accordingly, for properties involving acquisition of real property, improvements to real property, or a combination thereof, the City shall not provide funding in excess of fair market value of the subject property. Therefore, the City shall require an appraisal to ascertain fair market value. For projects involving acquisition and improvements to the real property, the City shall require an appraisal indicating the fair market value of the property including all improvements to be made to the property. The City will not disburse any funds pursuant to this Agreement until such appraisal is received to the satisfaction of the City.

H. Subrecipient will not lease any portion of the HOME-assisted housing units to other than HOME eligible tenants whose income adjusted for family size does not exceed 60% area median income as shown on the HUD Program Income Guidelines attached hereto as Exhibit "F". Subrecipient agrees that the HOME-assisted unit rents will not exceed the Low HOME Rent limits established by HUD annually for the HOME program attached hereto as Exhibit "G". When tenants receive additional subsidy through rental assistance programs such as Section 8, the rent of a unit may be raised to the rental assistance program limit only if three HOME requirements are met: 1) the tenant is paying no more than 30 percent of their adjusted income; 2) the subsidy is project-based (affects the entire project, not just a single unit); and 3) the tenant's income is less than 50 percent of the area median income. If the subsidy is tenant-based (not project-based), the total HOME rent is the maximum amount from all sources that the owner may receive for HOME-assisted units. All tenants in the assisted units shall have leases with Subrecipient, or its assignee, and furthermore, all leases shall be for a period of one year, unless a different period is agreed upon by Subrecipient and the tenant(s).

I. If the HOME-assisted housing, or any portion thereof, is converted to non-qualified HOME activities, including if the HOME-assisted housing units, or any portion thereof, are subleased, or through foreclosure or other circumstances Subrecipient loses legal possession of the Property, the Subrecipient will, upon request of the City, repay to the City, without interest, the amount of HOME Program funds or other funds that Subrecipient received from the City hereunder. The City shall require reasonable assurances of security for such repayments, which shall be an All Inclusive Deed of Trust and Assignment of Rents ("Deed of Trust") for such Property pursuant to 24 CFR 92.254, a sample of which is attached to this document (Attachment II).

J. Should the Subrecipient lose its legal position of the Property through foreclosure proceedings, the Subrecipient acknowledge and agree that the City, as the beneficiary of the Deed of Trust, will require repayment of the HOME Program funds from the net proceeds (if any) from the foreclosure sale



and this amount will satisfy the repayment of the HOME Program funds. The units must remain affordable for the remainder of the affordability period.

- K. Subrecipient acknowledges that the Property will be encumbered by one or more Deeds of Trust created by the Subrecipient, or its assignee, to provide additional financing for the Project which will be recorded in the Official Records of Clark County, Nevada. The City acknowledges and agrees that the Deed of Trust assigned to the City will be subject and subordinate to any such liens required for the construction and permanent financing of the Project. Other than the recorded deed(s) of trust, including any liens or other encumbrances during the Period of Affordability.
- L. Subrecipient will provide the Neighborhood Services Director with client usage records for HOME/LIHTF assisted units on a semi-annual basis during the period of this Agreement. These records will contain but are not limited to, the following data:
  - 1. Total clients served;
  - 2. Racial breakdown of clients served including American Indian/Alaska Native, Asian, Black/African American, Native Hawaiian/ Other Pacific Islander, White, American Indian/Alaska Native and White, Asian and White, Black/African American and White, American Indian/Alaska Native and Black/African American, Other;
  - 3. Number of clients who report a Hispanic ethnicity;
  - 4. Number and percentage of Low and Very Low Income clients as defined by HUD HOME Program Income Guidelines (Exhibit "F");
  - 5. Number of handicapped clients served;
  - 6. Number of senior citizens served;
  - 7. Number of female head-of-households served;
  - 8. Number of renter households served, and rent charged;
  - 9. Number of owner households served; and
  - 10. Monthly rent paid by each household served.
- M. This Agreement will commence as of the date set forth in the introductory paragraph (which shall be the date of approval by the City Council).

**EXHIBIT "E"**

**LEGAL DESCRIPTION**

Lot 16 in Block 4 of Bucks Subdivision to Las Vegas, as shown by Map thereof on file in Book 1 of Plats, Page 15 in the Office of the County Recorder of Clark County, Nevada.

APN 139-34-512-030

EXHIBIT "F"

**HOME/LIHTF PROGRAM INCOME GUIDELINES:**  
**U.S. Department of Housing and Urban Development (HUD)**  
**HOME/ADDI Program Limits (Effective March, 2007)**  
 Median Family Income (\$60,100)

| <u>FAMILY SIZE</u> | <u>INCOME NOT TO EXCEED</u> |                          |
|--------------------|-----------------------------|--------------------------|
| 1                  | 30%                         | 12,650                   |
|                    | 50%                         | 21,050 (Very Low-Income) |
|                    | 60%                         | 25,260                   |
|                    | 80%                         | 33,650 (Low-Income)      |
| 2                  | 30%                         | 14,450                   |
|                    | 50%                         | 24,050 (Very Low-Income) |
|                    | 60%                         | 28,860                   |
|                    | 80%                         | 38,500 (Low-Income)      |
| 3                  | 30%                         | 16,250                   |
|                    | 50%                         | 27,050 (Very Low-Income) |
|                    | 60%                         | 32,460                   |
|                    | 80%                         | 43,300 (Low-Income)      |
| 4                  | 30%                         | 18,050                   |
|                    | 50%                         | 30,050 (Very Low-Income) |
|                    | 60%                         | 38,400                   |
|                    | 80%                         | 48,100 (Low-Income)      |
| 5                  | 30%                         | 19,500                   |
|                    | 50%                         | 32,450 (Very Low-Income) |
|                    | 60%                         | 41,460                   |
|                    | 80%                         | 51,950 (Low-Income)      |
| 6                  | 30%                         | 20,950                   |
|                    | 50%                         | 34,850 (Very Low-Income) |
|                    | 60%                         | 41,820                   |
|                    | 80%                         | 55,800 (Low-Income)      |
| 7                  | 30%                         | 22,400                   |
|                    | 50%                         | 37,250 (Very Low-Income) |
|                    | 60%                         | 44,700                   |
|                    | 80%                         | 59,650 (Low-Income)      |
| 8                  | 30%                         | 23,850                   |
|                    | 50%                         | 39,650 (Very Low-Income) |
|                    | 60%                         | 47,580                   |
|                    | 80%                         | 63,500 (Low-Income)      |

EXHIBIT "G"

**HOME PROGRAM RENTS:**  
**U.S. Department of Housing and Urban Development (HUD)**  
**Program Limits (March, 2007)**

| <u>PROGRAM</u>       | <u>EFFICIENCY</u> | <u>1-BEDROOM</u> | <u>2-BEDROOM</u> | <u>3-BEDROOM</u> |
|----------------------|-------------------|------------------|------------------|------------------|
| Low Home Rent Limit  | \$526             | 563              | 676              | 781              |
| High Home Rent Limit | 643               | 713              | 857              | 981              |

ATTACHMENT "I"

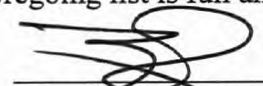
DISCLOSURE OF PRINCIPALS

The principals and partners N/A and all persons and entities holding more than 1% interest in N/A or any principal of N/A are the following:

| FULL NAME                 | BUSINESS ADDRESS | BUSINESS PHONE |
|---------------------------|------------------|----------------|
| 1. NWS of Southern Nevada | 159501 W         | Non Profit     |
| 2.                        |                  |                |
| 3.                        |                  |                |
| 4.                        |                  |                |
| 5.                        |                  |                |
| 6.                        |                  |                |

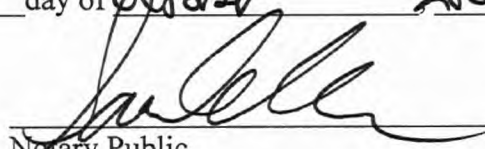
Continue list until full and complete disclosure is made.

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

  
Neighborhood Housing Services of Southern Nevada Inc, a Nevada non-profit

By: Brian Sagst  
Title: President

Subscribed and sworn to before me this  
9 day of October 2007

  
Notary Public

**SARA ELDER**  
Notary Public, State of Nevada  
Appointment No. 06-107132-1  
My Appt. Expires June 16, 2010



ATTACHMENT "II"  
SHORT FORM DEED OF TRUST  
(Note not set out)

THIS DEED OF TRUST, made this 6<sup>th</sup> day of December, 2006, between Neighborhood Housing Services of Southern Nevada, Inc. whose principal office is located at 1849 Civic Center Drive, North Las Vegas, NV 89030, herein called TRUSTOR, and the City of Las Vegas, a municipal corporation duly organized in the State of Nevada, whose principal office is located at 400 Stewart Avenue, Las Vegas, Nevada 89101, Attention: Neighborhood Services Department, herein called TRUSTEE and BENEFICIARY.

WITNESSETH: Whereas Neighborhood Housing Services of Southern Nevada, Inc., a non-profit corporation has received a deferred loan of \$506,200 from Beneficiary and has agreed to faithfully perform certain obligations and repay the deferred loan monies in accordance with a HOME Partnership Program Agreement between itself and Beneficiary (the "Agreement");

NOW THEREFORE, for the purpose of securing Trustor's obligation to repay the HOME funds as provided in the Agreement, and to secure the Trustor's other obligations under the Agreement, Trustor hereby irrevocably grants, conveys, transfers and assigns to Trustee, in trust for the benefit of Beneficiary, with power of sale, that certain property located in the city of Las Vegas, Clark County, State of Nevada described as follows:

See Exhibit "A" attached hereto and by reference made a part hereof.

To protect the security of this Deed of Trust, Trustor shall abide by the terms of the Agreement executed; Trustor agrees to operate the above-described property solely to supply decent, safe, and sanitary rental housing for HOME/LIHTF program eligible tenants; Trustor agrees to maintain and operate the above-described property as a drug-free environment; Trustor agrees to operate the above-described property as Affordable Housing for renters whose income does not exceed 60% area median income per applicable HOME program regulations for a period of 30 years or transfer of title from Trustor, whichever is lesser, from the date of execution of Completion Report which was April 9, 1998 ("Period of Affordability"); the funds are fully recapturable upon sale or transfer of title; Trustor agrees to abide by the HOME program rules and regulations, specifically 24 CFR 92; Trustor agrees to transfer title of property to Beneficiary if Trustor, after proper notice and due process, is found to be in violation of its Agreement with Beneficiary; and

TRUSTEE acknowledges that the Property is or will be encumbered by one Deed of Trust the ("Senior First Deed of Trust ") created by TRUSTOR to provide permanent financing for the property which will be recorded in the Official Records of Clark County, Nevada prior to recordation of this Security Instrument. TRUSTEE acknowledges and agrees that this Security Instrument and all rights of TRUSTEE hereunder are and will be subject and subordinate to the lien of the Senior First Deed of Trust and to all rights and remedies of the BENEFICIARY and TRUSTEE under the First Deed of Trust and their successors and assigns, including, without limitation, any

purchaser at a trustee's sale under the First Deed of Trust and the heirs, personal representatives, successors and assigns of such purchaser, shall not be bound by or obligated to perform any of the obligations of the Purchaser under this Security Instrument. This Security Instrument will not be subject or subordinate to any replacement of the Senior First Deed of Trust occurring as a result of any prepayment, refinancing, sale or other transaction except for the permanent financing.

FURTHER, if the Senior Lien Holder acquires title to the Property pursuant to a deed in lieu of foreclosure, the lien of this Security Instrument shall automatically terminate upon the Senior Lien Holder's acquisition of title, provided that (i) the Trustee has been given written notice of default under the Senior First Deed of Trust and/or Senior Second Deed of Trust and (ii) the Trustee shall not have cured the default under the Senior First Deed of Trust and/or Senior Second Deed of trust, or diligently pursued curing the default as determined by the Senior Lien Holder, within the 60 day period provided in such notice sent to the Trustee.

Notwithstanding the rights of Beneficiary to the Property under this Deed of Trust, Trustor agrees to repay to the Beneficiary \$506,200 in HOME program funds if the affordable housing units on the Property, or any portion thereof, are subleased without prior written approval of Beneficiary or through foreclosure, sale, or other circumstances Trustor loses legal possession of the Property prior to the transfer of ownership of the units to HOME eligible individuals or families; and

All of the agreements and/or acknowledgments of the Trustee set forth in this Short Form Deed of Trust also constitute agreements or acknowledgments of the City of Las Vegas in its capacity as Beneficiary. The Trustee and Beneficiary agree that the Beneficiary and Trustee under the Senior First Deed of Trust and their respective successors and assigns, including, without limitation, any purchaser, at a trustee's sale under the Senior First Deed of Trust and the heirs, personal representatives, successors and assigns of any such purchaser, shall not be bound by or obligated to perform any of the obligations of the Trustor under this Deed of Trust or under the Agreement referred to herein

TRUSTOR acknowledges and agrees that the affordability restrictions will not terminate upon foreclosure or transfer in lieu of foreclosure if, during the original affordability period, the Trustor or any entity that includes the Trustor or those with whom the Trustor has or had family or business ties, obtains an ownership interest in the Property.

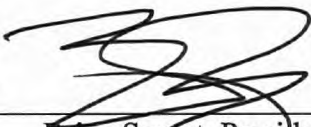
By execution and delivery of this Deed of Trust and the Agreement secured hereby, Trustor agrees that provisions (1) to (17) inclusive of the Deed of Trust, recorded in Book 730, as Document No. 586593, of Official Records in the Office of the County Recorder of Clark County hereby are adopted and incorporated herein and made a part hereof as though set forth herein, that Trustor will observe and perform said provisions, and that the references to property, obligations and parties in said provisions shall be construed to refer to the property, obligations and parties set forth in this Deed of Trust.

So long as the Subrecipient/Trustor shall well and truly perform its obligations to the City of Las Vegas under the Agreement, the affordability obligations of the Subrecipient/Trustor will terminate on the thirtieth anniversary of the date of the final execution of the Completion Report which was April 9, 1998. The funds must be repaid upon sale or transfer of title to a person or entity other than Subrecipient.

The undersigned Trustor requests that a copy of any Notice of Default, any Notice of Sale, and or any Notice of Lien hereunder be mailed to the TRUSTEE at the address hereinabove set forth.

Neighborhood Housing Services of Southern Nevada, Inc.  
a non-profit corporation

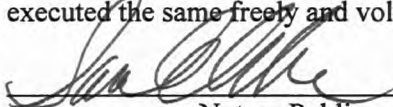
BY

  
Brian Sagert, President

State of Nevada)  
County of Clark)

On this 9 day of October, 2007, before me, the undersigned, a Notary Public in and for said county and State, personally appeared

Brian Sagert as President, known to me to be the person described in and who executed the foregoing instrument, who acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.

  
Notary Public

WHEN RECORDED MAIL TO:

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

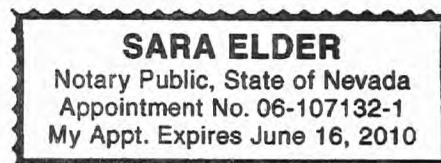


EXHIBIT "A"

Lot 16 in Block 4 of Bucks Subdivision to Las Vegas, as shown by Map thereof on file in Book 1 of Plats, Page 15 in the Office of the County Recorder of Clark County, Nevada.

APN 139-34-512-030

## DISCLOSURE OF PRINCIPALS

The principals and partners N/A and all persons and entities holding more than 1% interest in N/A or any principal of N/A are the following:

| FULL NAME | BUSINESS ADDRESS | BUSINESS PHONE |
|-----------|------------------|----------------|
|-----------|------------------|----------------|

- |                                                            |  |  |
|------------------------------------------------------------|--|--|
| 1. <u>NHS of Southern Nevada is a 501(c)(3) non profit</u> |  |  |
| 2. _____                                                   |  |  |
| 3. _____                                                   |  |  |
| 4. _____                                                   |  |  |
| 5. _____                                                   |  |  |
| 6. _____                                                   |  |  |

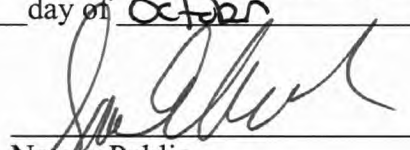
Continue list until full and complete disclosure is made.

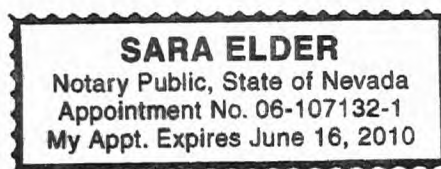
I certify under penalty of perjury, that the foregoing list is full and complete.

  
Neighborhood Housing Services of Southern Nevada Inc, a Nevada non-profit

By: Brian Sagert  
Title: President + CEO

Subscribed and sworn to before me this 9 day of October, 2009

  
Notary Public





SHORT FORM DEED OF TRUST  
(Note not set out)

THIS DEED OF TRUST, made this 6<sup>th</sup> day of December, 2006, between Neighborhood Housing Services of Southern Nevada, Inc. whose principal office is located at 1849 Civic Center Drive, North Las Vegas, NV 89030, herein called TRUSTOR, and the City of Las Vegas, a municipal corporation duly organized in the State of Nevada, whose principal office is located at 400 Stewart Avenue, Las Vegas, Nevada 89101, Attention: Neighborhood Services Department, herein called TRUSTEE and BENEFICIARY.

WITNESSETH: Whereas Neighborhood Housing Services of Southern Nevada, Inc., a non-profit corporation has received a deferred loan of \$506,200 from Beneficiary and has agreed to faithfully perform certain obligations and repay the deferred loan monies in accordance with a HOME Partnership Program Agreement between itself and Beneficiary (the "Agreement");

NOW THEREFORE, for the purpose of securing Trustor's obligation to repay the HOME funds as provided in the Agreement, and to secure the Trustor's other obligations under the Agreement, Trustor hereby irrevocably grants, conveys, transfers and assigns to Trustee, in trust for the benefit of Beneficiary, with power of sale, that certain property located in the city of Las Vegas, Clark County, State of Nevada described as follows:

See Exhibit "A" attached hereto and by reference made a part hereof.

To protect the security of this Deed of Trust, Trustor shall abide by the terms of the Agreement executed; Trustor agrees to operate the above-described property solely to supply decent, safe, and sanitary rental housing for HOME/LIHTF program eligible tenants; Trustor agrees to maintain and operate the above-described property as a drug-free environment; Trustor agrees to operate the above-described property as Affordable Housing for renters whose income does not exceed 60% area median income per applicable HOME program regulations for a period of 30 years or transfer of title from Trustor, whichever is lesser, from the date of execution of Completion Report which was April 9, 1998 ("Period of Affordability"); the funds are fully recapturable upon sale or transfer of title; Trustor agrees to abide by the HOME program rules and regulations, specifically 24 CFR 92; Trustor agrees to transfer title of property to Beneficiary if Trustor, after proper notice and due process, is found to be in violation of its Agreement with Beneficiary; and

TRUSTEE acknowledges that the Property is or will be encumbered by one Deed of Trust the ("Senior First Deed of Trust ") created by TRUSTOR to provide permanent financing for the property which will be recorded in the Official Records of Clark County, Nevada prior to recordation of this Security Instrument. TRUSTEE acknowledges and agrees that this Security Instrument and all rights of TRUSTEE hereunder are and will be subject and subordinate to the lien of the Senior First Deed of Trust and to all rights and remedies of the BENEFICIARY and TRUSTEE under the First Deed of Trust and their successors and assigns, including, without limitation, any purchaser at a trustee's sale under the First Deed of Trust and the heirs, personal representatives, successors and assigns of such purchaser, shall not be bound by or obligated to perform any of the obligations of the Purchaser under this Security

Instrument. This Security Instrument will not be subject or subordinate to any replacement of the Senior First Deed of Trust occurring as a result of any prepayment, refinancing, sale or other transaction except for the permanent financing.

FURTHER, if the Senior Lien Holder acquires title to the Property pursuant to a deed in lieu of foreclosure, the lien of this Security Instrument shall automatically terminate upon the Senior Lien Holder's acquisition of title, provided that (I) the Trustee has been given written notice of default under the Senior First Deed of Trust and/or Senior Second Deed of Trust and (ii) the Trustee shall not have cured the default under the Senior First Deed of Trust and/or Senior Second Deed of trust, or diligently pursued curing the default as determined by the Senior Lien Holder, within the 60 day period provided in such notice sent to the Trustee.

Notwithstanding the rights of Beneficiary to the Property under this Deed of Trust, Trustor agrees to repay to the Beneficiary \$506,200 in HOME program funds if the affordable housing units on the Property, or any portion thereof, are subleased without prior written approval of Beneficiary or through foreclosure, sale, or other circumstances Trustor loses legal possession of the Property prior to the transfer of ownership of the units to HOME eligible individuals or families; and

All of the agreements and/or acknowledgments of the Trustee set forth in this Short Form Deed of Trust also constitute agreements or acknowledgments of the City of Las Vegas in its capacity as Beneficiary. The Trustee and Beneficiary agree that the Beneficiary and Trustee under the Senior First Deed of Trust and their respective successors and assigns, including, without limitation, any purchaser, at a trustee's sale under the Senior First Deed of Trust and the heirs, personal representatives, successors and assigns of any such purchaser, shall not be bound by or obligated to perform any of the obligations of the Trustor under this Deed of Trust or under the Agreement referred to herein

TRUSTOR acknowledges and agrees that the affordability restrictions will not terminate upon foreclosure or transfer in lieu of foreclosure if, during the original affordability period, the Trustor or any entity that includes the Trustor or those with whom the Trustor has or had family or business ties, obtains an ownership interest in the Property.

By execution and delivery of this Deed of Trust and the Agreement secured hereby, Trustor agrees that provisions (1) to (17) inclusive of the Deed of Trust, recorded in Book 730, as Document No. 586593, of Official Records in the Office of the County Recorder of Clark County hereby are adopted and incorporated herein and made a part hereof as though set forth herein, that Trustor will observe and perform said provisions, and that the references to property, obligations and parties in said provisions shall be construed to refer to the property, obligations and parties set forth in this Deed of Trust.

So long as the Subrecipient/Trustor shall well and truly perform its obligations to the City of Las Vegas under the Agreement, the affordability obligations of the Subrecipient/Trustor will terminate on the thirtieth anniversary of the date of the final

execution of the Completion Report which was April 9, 1998. The funds must be repaid upon sale or transfer of title to a person or entity other than Subrecipient.

The undersigned Trustor requests that a copy of any Notice of Default, any Notice of Sale, and or any Notice of Lien hereunder be mailed to the TRUSTEE at the address hereinabove set forth.

Neighborhood Housing Services of Southern Nevada, Inc.  
a non-profit corporation

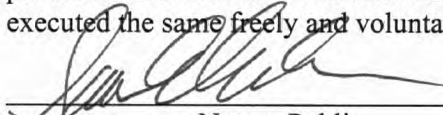
BY

  
Brian Sagert, President

State of Nevada )  
County of Clark )

On this 9 day of October, 2007, before me, the undersigned, a Notary Public in and for said county and State, personally appeared

Brian Sagert as President, known to me to be the person described in and who executed the foregoing instrument, who acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.

  
Notary Public

WHEN RECORDED MAIL TO:

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

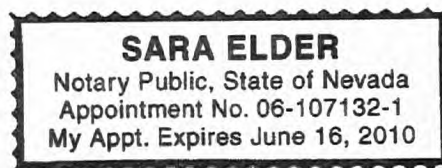


EXHIBIT "A"

Lot 16 in Block 4 of Bucks Subdivision to Las Vegas, as shown by Map thereof on file in Book 1 of Plats, Page 15 in the Office of the County Recorder of Clark County, Nevada.

APN 139-34-512-030

**AGENDA SUMMARY PAGE**  
**CITY COUNCIL MEETING OF: DECEMBER 6, 2006**

**DEPARTMENT: PUBLIC WORKS**

**DIRECTOR: CHARLIE KAJKOWSKI**

☒ **Consent**   ☐ **Discussion**

**SUBJECT:**

Approval of an Encroachment Request from Ovation Development Corporation on behalf of Lone Mountain Apts I, Limited Partnership, owner (Rainbow Boulevard between Lone Mountain Road and Painted Desert Drive) - Ward 6 (Ross)

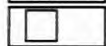
**Fiscal Impact**



**No Impact**



**Augmentation Required**



**Budget Funds Available**

**Dept./Division:**

**Amount:**

**Funding Source:**

**PURPOSE/BACKGROUND:**

This request is for an approximate 5-foot wide area of landscaping on the west side of the sidewalk located on the east side of Rainbow Boulevard extending southward from Lone Mountain Road for approximately 1,173-feet consisting of trees, shrubs, ground cover and an irrigation system for the proposed Lone Mountain Apartments. If approved, the applicant will be required to sign an Encroachment Agreement that has conditions of maintenance, liability and removal.

**RECOMMENDATION:**

Approval

**BACKUP DOCUMENTATION:**

1. Copy of Encroachment Exhibit "A" (southeast corner of Rainbow Boulevard and Lone Mountain Road)
2. Copy of Encroachment Exhibit "B" (Rainbow Boulevard)
3. Copy of Encroachment Exhibit "C" (Rainbow Boulevard)
4. Copy of Encroachment Exhibit "D" (Rainbow Boulevard north of Painted Desert Road)

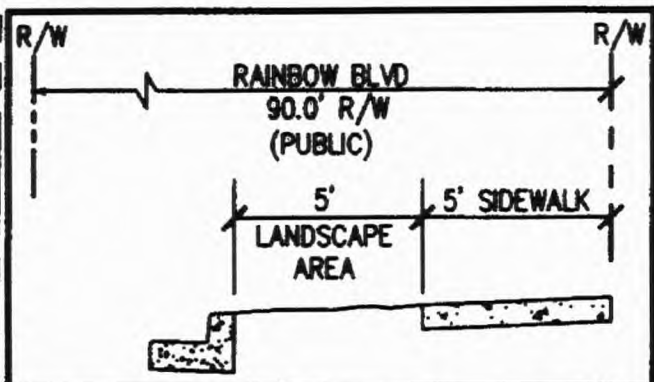
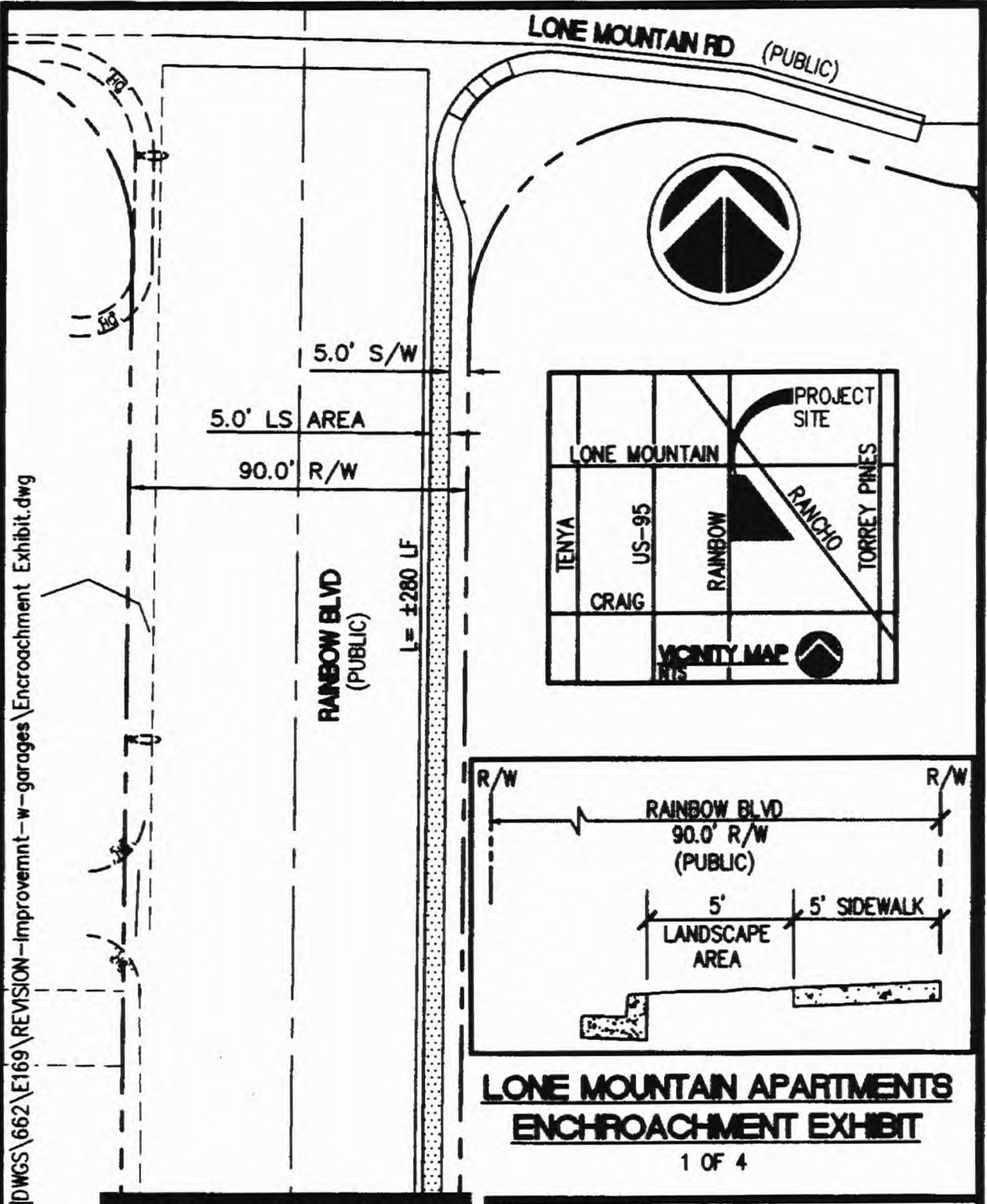
Motion made by GARY REESE to Approve Items 11 through 42 as recommended

Passed For: 5; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 2

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



N: \Engineering\DWGS\662\E169\REVISION-Improvement-w-garages\Encroachment Exhibit.dwg



**LONE MOUNTAIN APARTMENTS  
ENCHROACHMENT EXHIBIT**  
1 OF 4

CONTINUE SHEET 2 OF 4

EXHIBIT "A"

**VPOINT**  
DESIGNING FOR THE FUTURE

CONTINUE SHEET 1 OF 4

CONTINUE SHEET 3 OF 4

EXHIBIT "B"

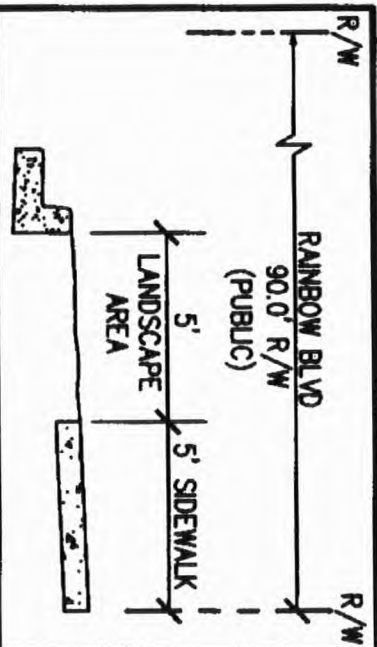
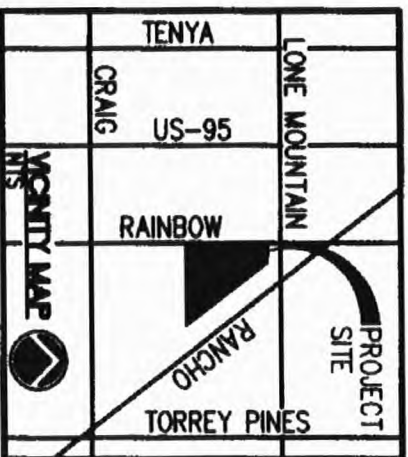
RAINBOW BLVD  
(PUBLIC)

L = ±285 LF

5.0' LS AREA

5.0' S/W

90.0' R/W



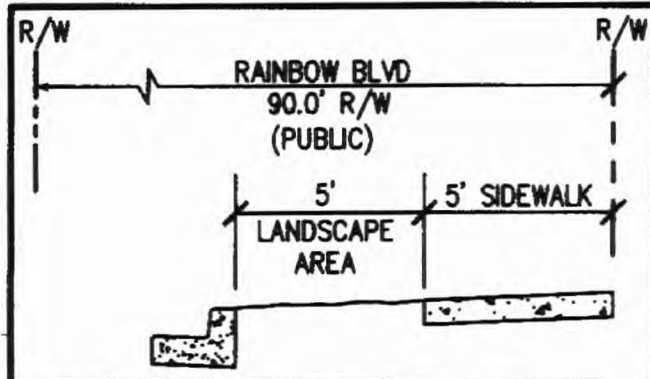
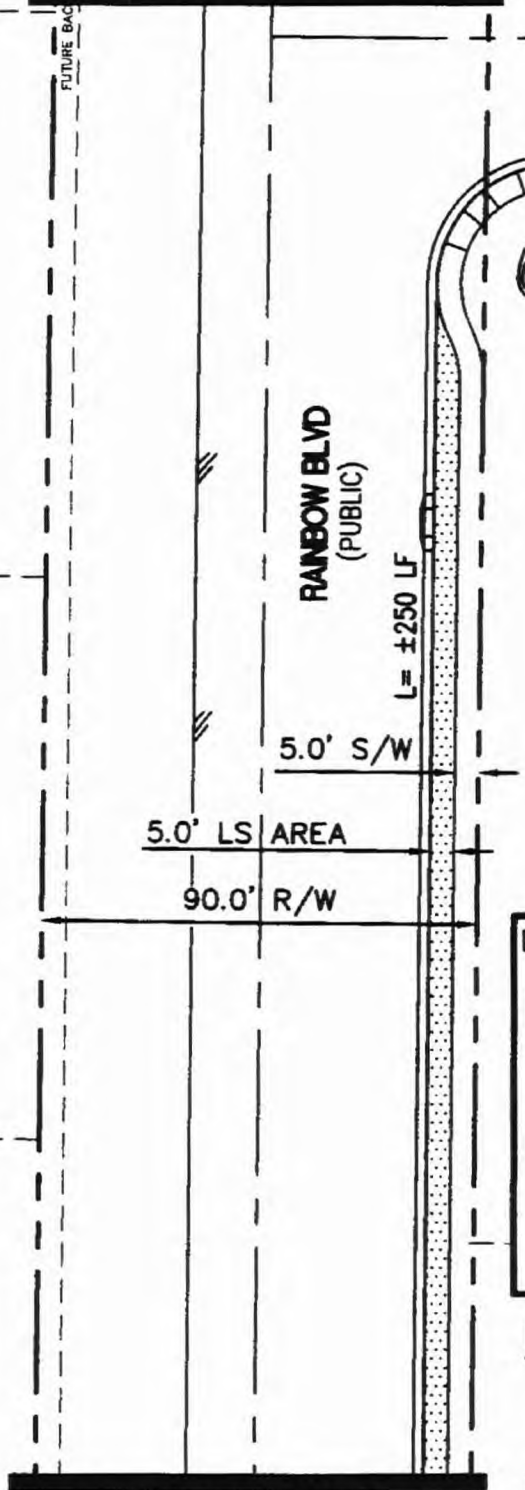
**LONE MOUNTAIN APARTMENTS  
ENCROACHMENT EXHIBIT**

2 OF 4

**VPOINT**  
DESIGNING FOR THE FUTURE

CONTINUE SHEET 2 OF 4

N: \Engineering\DWGS\662\E169\REVISION-Improvement-w-garages\Encroachment Exhibit.dwg



## LONE MOUNTAIN APARTMENTS ENCROACHMENT EXHIBIT

3 OF 4

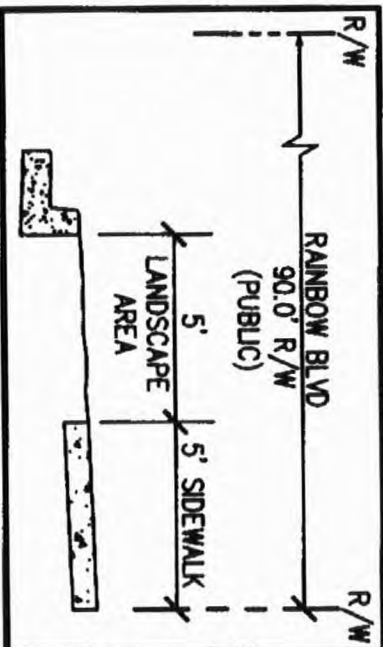
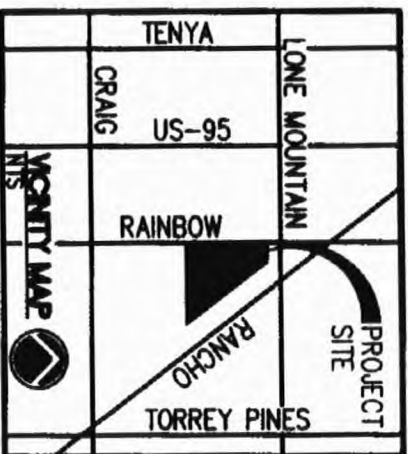
CONTINUE SHEET 4 OF 4

EXHIBIT "C"

**VPOINT**  
DESIGNING FOR THE FUTURE

CONTINUE SHEET 3 OF 4

EXHIBIT "D"



RAINBOW BLVD  
(PUBLIC)

90.0' R/W

5.0' LS AREA

5.0' S/W

L = ±358 LF

FUTURE BACK OF CURB

RED  
COACH  
(PUBLIC)

**LONE MOUNTAIN APARTMENTS  
ENCROACHMENT EXHIBIT**

4 OF 4

**VPOINT**  
DESIGNING FOR THE FUTURE

**AGENDA SUMMARY PAGE**  
**CITY COUNCIL MEETING OF: DECEMBER 6, 2006**

**DEPARTMENT: PUBLIC WORKS**

**DIRECTOR: CHARLIE KAJKOWSKI**

☒ **Consent** ☐ **Discussion**

**SUBJECT:**

Approval of an Encroachment Request from Pardee Homes Nevada, owner (area bound by Tee Pee Lane, Elkhorn Road, Fort Apache Road and Wittig Avenue) - Ward 6 (Ross)

**Fiscal Impact**



**No Impact**



**Augmentation Required**



**Budget Funds Available**

**Dept./Division:**

**Amount:**

**Funding Source:**

**PURPOSE/BACKGROUND:**

This request is for landscaping on both sides of the sidewalk located on the east side of Tee Pee Lane between Elkhorn Road and Wittig Avenue, on the south side of Elkhorn Road between Tee Pee Lane and Fort Apache Road and on the west side of Fort Apache Road between Elkhorn Road and Wittig Avenue consisting of trees, shrubs, ground cover and an irrigation system to meet Town Center landscaping requirements for the proposed Town Center 44/50 No.1 residential subdivision. If approved, the applicant will be required to sign an Encroachment Agreement that has conditions of maintenance, liability and removal.

**RECOMMENDATION:**

Approval

**BACKUP DOCUMENTATION:**

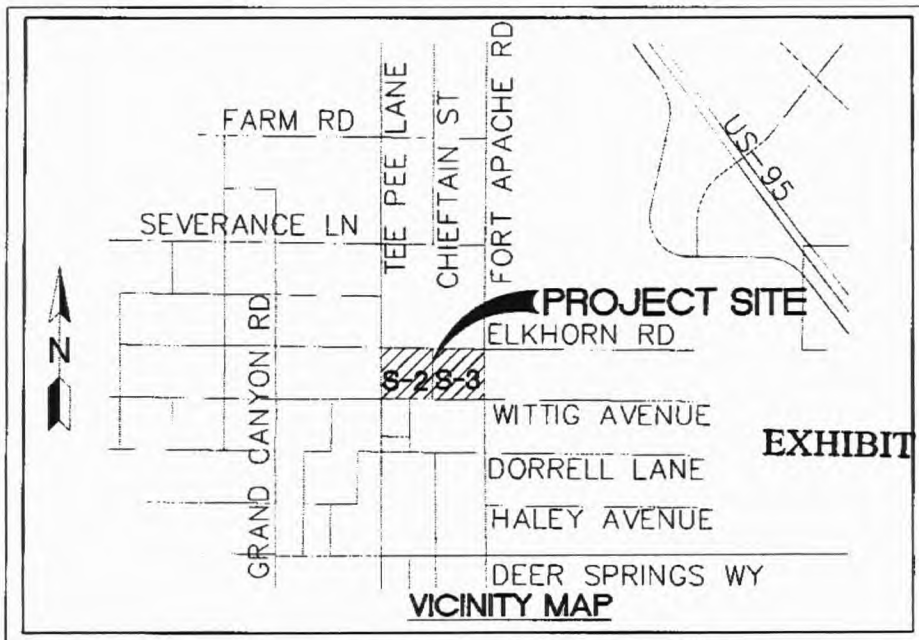
1. Copy of Encroachment Exhibit "A" (vicinity map and typical sections of Tee Pee Lane, Elkhorn Road and Fort Apache Road)
2. Copy of Encroachment Exhibit "B" (area bound by Tee Pee Lane, Elkhorn Road and Wittig Avenue)
3. Copy of Encroachment Exhibit "C" (area bound by Elkhorn Road, Fort Apache Road and Wittig Avenue)

Motion made by GARY REESE to Approve Items 11 through 42 as recommended

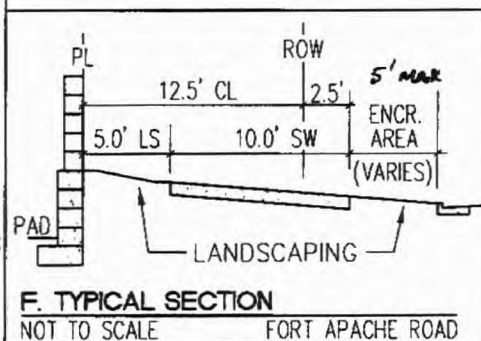
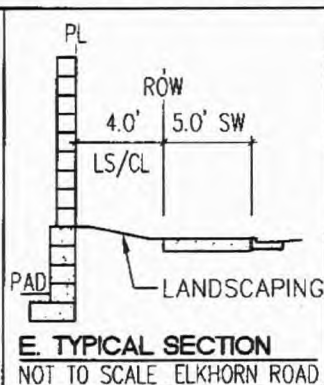
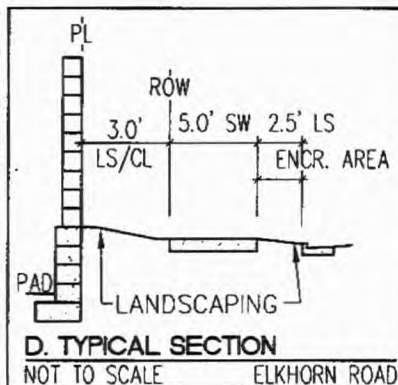
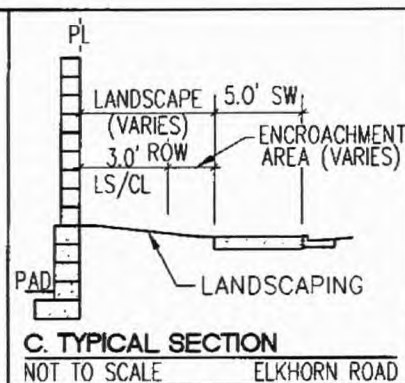
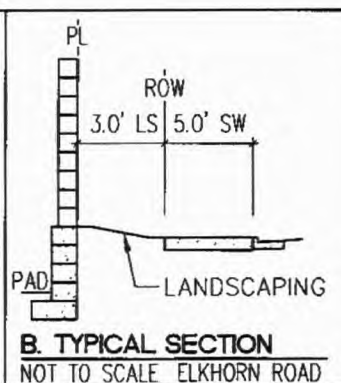
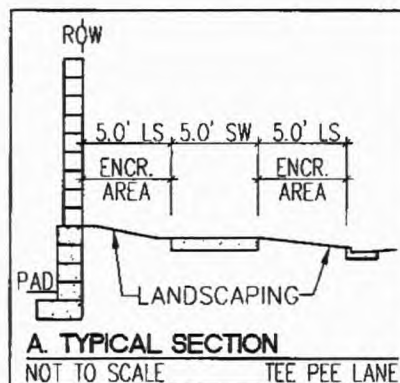
Passed For: 5; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 2

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





**"A"**

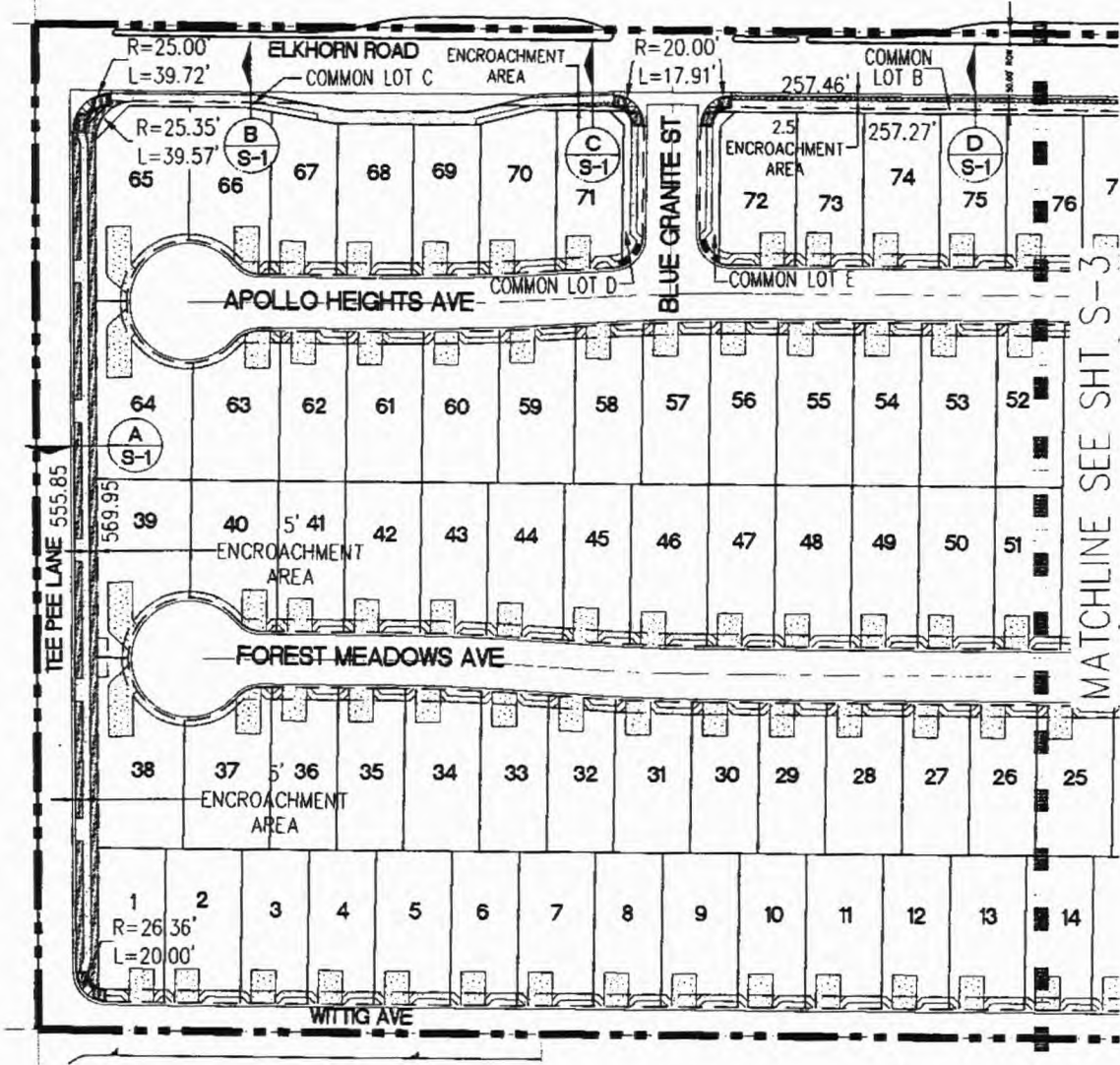


**S-I-G** SLATER  
HANIFAN  
GROUP  
CONSULTING ENGINEERS & PLANNERS  
5740 S. ARVILLE STREET #216, LAS VEGAS, NV 89118  
PHONE (702) 284-5300 FAX (702) 284-5399

**PARDEE HOMES**  
**TOWN CENTER 44/50 No. 1**  
**ENCROACHMENT EXHIBIT**

DATE: 10/25/06  
DRAFTER: EHK  
DESIGNER: JDP  
CHECKED: TJS

PROJECT NO.  
**PAR0302-008**  
**S-1**  
SHEET 1 OF 3



ENCROACHMENT LEGEND  
 PROPOSED LANDSCAPE ENCROACHMENT AREA

EXHIBIT "B"



**S-I-G** SLATER HANIFAN GROUP  
 CONSULTING ENGINEERS & PLANNERS  
 5740 S. ARVILLE STREET #216, LAS VEGAS, NV 89118  
 PHONE (702) 284-5300 FAX (702) 284-5399

PARDEE HOMES  
 TOWN CENTER 44/50 No. 1  
 ENCROACHMENT EXHIBIT

|                |                         |
|----------------|-------------------------|
| DATE: 10/25/06 | PROJECT NO. PAR0302-008 |
| DRAFTER: EHK   |                         |
| DESIGNER: JDP  |                         |
| CHECKED: TJS   | S-2<br>SHEET 2 OF 3     |



**AGENDA SUMMARY PAGE**  
**CITY COUNCIL MEETING OF: DECEMBER 6, 2006**

**DEPARTMENT: PUBLIC WORKS**

**DIRECTOR: CHARLIE KAJKOWSKI**

☒ **Consent** ☐ **Discussion**

**SUBJECT:**

Approval of an Encroachment Request from CivilWorks, Incorporated, on behalf of Amesbury Villegas Trust, owner (southeast corner of Garces Avenue and 8<sup>th</sup> Street) - Ward 3 (Reese)

**Fiscal Impact**



**No Impact**

☐ **Augmentation Required**



**Budget Funds Available**

**Dept./Division:**

**Amount:**

**Funding Source:**

**PURPOSE/BACKGROUND:**

This request is for landscaping on both sides of the sidewalk located on the south side of Garces Avenue extending eastward from 8th Street for approximately 125-feet. Landscaping on both sides of the sidewalk located on the east side of 8th Street extending southward from Garces Avenue for approximately 124-feet. The landscaping shall consist of trees, shrubs, ground cover and an irrigation system for the proposed Amesbury Law Office. If approved, the applicant will be required to sign an Encroachment Agreement that has conditions of maintenance, liability and removal.

**RECOMMENDATION:**

Approval

**BACKUP DOCUMENTATION:**

Copy of Encroachment Exhibit "A" (southeast corner of Garces Avenue and 8th Street)

Motion made by GARY REESE to Approve Items 11 through 42 as recommended

Passed For: 5; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 2

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







**AGENDA SUMMARY PAGE**  
**CITY COUNCIL MEETING OF: DECEMBER 6, 2006**

**DEPARTMENT: PUBLIC WORKS**

**DIRECTOR: CHARLIE KAJKOWSKI**

☒ **Consent** ☐ **Discussion**

**SUBJECT:**

Approval of an Encroachment Request from Sheldon W. Paul and Raymond Mark Turner, owners (northwest corner of Alexander Road and Grand Canyon Drive) - Ward 4 (Brown)

**Fiscal Impact**



**No Impact**

☐ **Augmentation Required**



**Budget Funds Available**

**Dept./Division:**

**Amount:**

**Funding Source:**

**PURPOSE/BACKGROUND:**

This request is for an approximate 5-foot wide area of landscaping on the north side of Alexander Road extending westward from Grand Canyon Drive for approximately 277-feet and landscaping at the northwest corner of Alexander Road and Grand Canyon Drive consisting of trees, shrubs, ground cover and an irrigation system for the proposed Grand Canyon Estates. If approved, the applicant will be required to sign an Encroachment Agreement that has conditions of maintenance, liability and removal.

**RECOMMENDATION:**

Approval

**BACKUP DOCUMENTATION:**

Copy of Encroachment Exhibit "A" (northwest corner of Alexander Road and Grand Canyon Drive)

Motion made by GARY REESE to Approve Items 11 through 42 as recommended

Passed For: 5; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 2

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

APN #138-07-110-017

CANYON MEADOWS  
UNIT 3  
APN #138-07-110-006

APN #138-07-110-005

ALEXANDER ROAD  
(PUBLIC)

EXHIBIT "A"

APN: 138-06-401-007

5' LANDSCAPE

PL 5

10.00'  
TRAIL PER  
USD 234

TYPICAL AREA  
OF ENCROACHMENT

PUBLIC  
TRANSPORTATION  
TRAIL PATH

100.00'

R/W

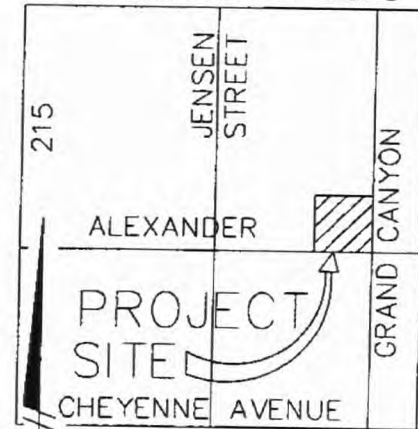
5.00'  
LS

50.00' R/W

R/W

6

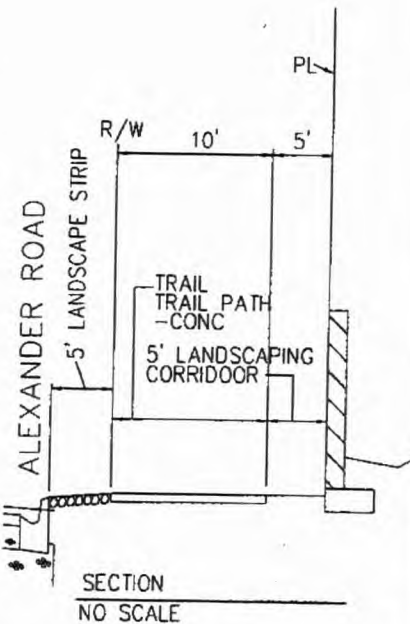
LONE MOUNTAIN ROAD



N

N.T.S.

VICINITY MAP



Grand Canyon Drive  
(Public)

**AGENDA SUMMARY PAGE**  
**CITY COUNCIL MEETING OF: DECEMBER 6, 2006**

**DEPARTMENT: PUBLIC WORKS**

**DIRECTOR: CHARLIE KAJKOWSKI**

☒ **Consent** ☐ **Discussion**

**SUBJECT:**

Approval of Sixth Supplemental Interlocal Contract LAS17D02 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCFCD) to increase funding for a Letter of May Revision (LOMR) for the Las Vegas Wash, Rancho Drive System (Carey/Lake Mead Detention Basin) (\$3,700 - CCRFCFCD) - Ward 5 (Weekly)

**Fiscal Impact**

☐

**No Impact**

☐

**Augmentation Required**

☒

**Budget Funds Available**

**Dept./Division: Public Works/City Engineer**

**Amount: \$3,700**

**Funding Source: CCRFCFCD**

**PURPOSE/BACKGROUND:**

Sixth Supplemental Interlocal Contract LAS17D02 will increase funding to complete the Letter of Map Revision for the Las Vegas Wash, Rancho Drive System (Carey/Lake Mead Detention Basin). The Clark County Regional Flood Control District approved this contract at the November 9, 2006 Board meeting. Total cost of the project shall not exceed \$6,353,700.

**RECOMMENDATION:**

Approval

**BACKUP DOCUMENTATION:**

Sixth Supplemental Interlocal Contract LAS17D02

Motion made by GARY REESE to Approve Items 11 through 42 as recommended

Passed For: 5; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 2

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

**SIXTH SUPPLEMENTAL INTERLOCAL CONTRACT FOR CONSTRUCTION OF  
THE LAS VEGAS WASH – RANCHO DRIVE SYSTEM  
(CAREY/LAKE MEAD DETENTION BASIN TO PEAK DRIVE)**

**THIS SIXTH SUPPLEMENTAL INTERLOCAL CONTRACT**, made and entered into as of the 9<sup>th</sup> day of November, 2006 by and between the Clark County Regional Flood Control District, hereinafter referred to as "DISTRICT" and the City of Las Vegas, hereinafter referred to as "CITY".

**WITNESSETH**

**WHEREAS**, pursuant to Chapter 543 of the Nevada Revised Statutes, the DISTRICT may approve a project to design and construct flood control improvements; and

**WHEREAS**, the flood control improvements proposed herein are the same as those generally identified in the 2002 Master Plan Update as Structure Numbers LVPK 0000, LVRA 0000, LVSR 0209, 0223, 0263, and 0273; and hereinafter referred to as "PROJECT"; and

**WHEREAS**, the PROJECT is identified and shown on the attached Exhibit "A"; and

**WHEREAS**, the PROJECT has been approved by the DISTRICT on its Ten Year Construction Program; and

**WHEREAS**, the DISTRICT entered into an Entity Advance Funding Interlocal Contract for construction and construction management on February 14, 2002, a First Supplemental Interlocal Contract on May 16, 2002 which reduced funding and changed the funding source from the City to the District, a Second Supplemental Interlocal Contract dated August 8, 2002 to increase construction funding, a Third Supplemental Interlocal Contract dated March 13, 2003 to fund a Letter of Map Revision, a Fourth Supplemental Interlocal Contract dated May 20, 2004 to reduce funding; and a Fifth Supplemental Interlocal Contract dated November 10, 2005 to extend the date of completion; and

**WHEREAS**, the CITY wishes to increase funding and extend the completion date; and

**WHEREAS**, the PROJECT has regional flood control significance and is located in the same hydrographic area as the Las Vegas Valley.



**NOW, THEREFORE,** in consideration of the covenants, conditions, contracts, and promises of the parties hereto, the DISTRICT and the CITY agree to the following:

**SECTION II – PROJECT COSTS – shall be changed to read as follows:**

The DISTRICT agrees to fund PROJECT costs within the limits specified below:

1. Construction costs shall not exceed \$6,044,800.
2. Construction Management shall not exceed \$105,200.
3. FEMA Letter of Map Revision (LOMR) \$203,700.
4. The total cost of this Contract shall not exceed \$6,353,700 which includes all items described in the paragraphs above.
5. Sufficient District funds are now available for the PROJECT. Therefore, the DISTRICT is able to meet its obligation to fully fund the PROJECT and reimburse the CITY for advanced PROJECT costs, without interest, for eligible PROJECT costs incurred after December 14, 2000.
6. A written request must be made to the DISTRICT and approved by the Board to reallocate funds between phases of the project. No other approval by the Lead Entity is required.
7. A written request must be made to the DISTRICT and a supplemental interlocal contract approved by the Board to increase the total cost of the contract noted above prior to payment of any additional funds.

**SECTION III – GENERAL, paragraph 10 and 15 shall be revised to read as follows:**

10. The DISTRICT will pay the CITY, or make payment directly to its contractor or its consultant, each month for project costs as outlined in SECTION II – PROJECT COSTS. Invoices must identify and allocate all costs to the categories noted below:
  - a. Right-of-Way acquisition including appraisals, title and escrow, negotiations, legal fees, recording fees, etc.
  - b. Pre-design Engineering (all work prior to design, excluding right-of-way)
  - c. Design Engineering
  - d. Construction Engineering



- e. Construction (all work after award of construction contract)
- f. Environmental: Costs incurred by the Lead Entity for the preparation of environmental documentation applicable to the PROJECT and costs incurred for the implementation of mitigation measures provided in an environmental document (e.g., EIS or EA)

- g. Other including landscaping, flood insurance rate map amendments or revisions, etc.

15. The items covered in SECTION II - PROJECT COSTS must be completed to the satisfaction of the DISTRICT prior to November 30, 2008. The DISTRICT may, at any time thereafter, grant extensions or terminate this Contract after thirty (30) days notice.

The remainder of the original Interlocal Contract dated February 14, 2002, the First Supplemental Interlocal Contract dated May 16, 2002, Second Supplemental Interlocal Contract dated August 8, 2002, Third Supplemental Interlocal Contract dated March 13, 2003, and Fourth Supplemental Interlocal Contract dated May 20, 2004 and Fifth Supplemental Interlocal Contract dated November 10, 2005 shall remain unchanged.

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In WITNESS WHEREOF, this Sixth Supplemental Interlocal Contract is hereby executed  
as of the date first set forth above.

DATE OF DISTRICT ACTION:

REGIONAL FLOOD CONTROL DISTRICT

November 9, 2006

ATTEST

BY: Lawrence L. Brown III  
LAWRENCE L. BROWN III, CHAIRMAN

Carolyn Frazier  
CAROLYN FRAZIER  
SECRETARY TO THE BOARD

Approved as to Form:

Christopher Figgins  
CHRISTOPHER FIGGINS  
CHIEF DEPUTY DISTRICT ATTORNEY

\*\*\*\*\*

DATE OF COUNCIL ACTION:

CITY OF LAS VEGAS

December 6, 2006  
ATTEST

BY: Oscar B. Goodman  
OSCAR B. GOODMAN, MAYOR

Barbara Jo Ronemus  
BARBARA JO RONEMUS, CITY CLERK

Approved as to Form:

Thomas R. Green 11/15/06  
DEPUTY CITY ATTORNEY

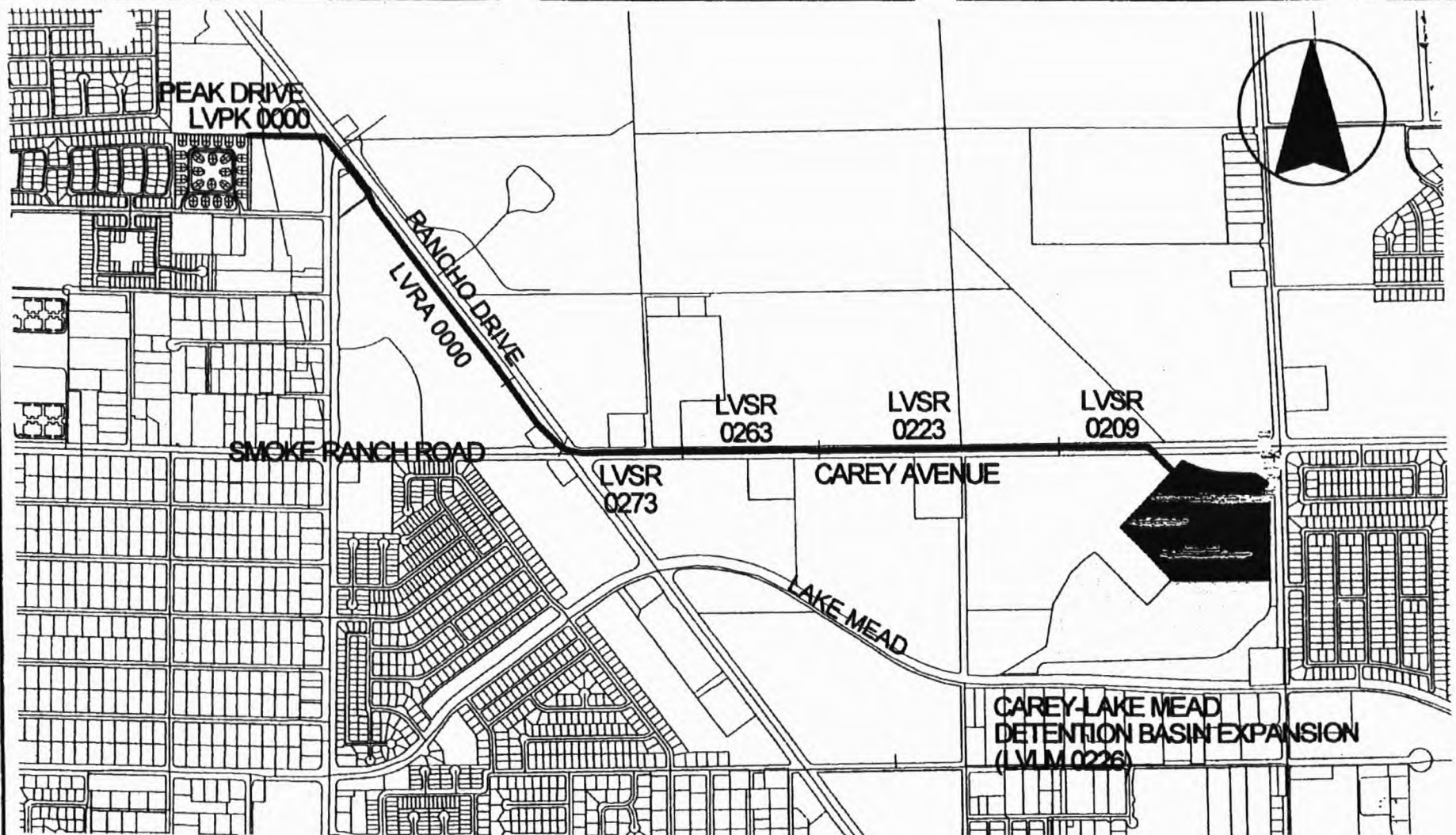


Exhibit A

## RANCHO DRIVE DRAINAGE IMPROVEMENTS

# LAS VEGAS WASH - RANCHO DRIVE SYSTEM (LAS 17 D 02)

April 2004

LAS17D02

**AGENDA SUMMARY PAGE**  
**CITY COUNCIL MEETING OF: DECEMBER 6, 2006**

**DEPARTMENT: PUBLIC WORKS**

**DIRECTOR: CHARLIE KAJKOWSKI**

☒ **Consent** ☐ **Discussion**

**SUBJECT:**

Approval of Second Supplemental Interlocal Contract LAS05E03 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCFCD) to increase funding for right-of-way for the Oakey Meadows Storm Drain (\$50,000 - CCRFCFCD) - Ward 1 (Tarkanian)

**Fiscal Impact**

☐

No Impact

☐

Augmentation Required

☒

Budget Funds Available

Dept./Division: Public Works/City Engineer

Amount: \$50,000

Funding Source: CCRFCFCD

**PURPOSE/BACKGROUND:**

Second Supplemental Interlocal Contract LAS05E03 will increase funding for right-of-way for Oakey Meadows Storm Drain improvements. The Clark County Regional Flood Control District approved this contract at the November 9, 2006 Board meeting. Total cost of the project shall not exceed \$2,060,354.

**RECOMMENDATION:**

Approval

**BACKUP DOCUMENTATION:**

Second Supplemental Interlocal Contract LAS05E03

Motion made by GARY REESE to Approve Items 11 through 42 as recommended

Passed For: 5; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 2

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

## SECOND SUPPLEMENTAL INTERLOCAL CONTRACT

### OAKEY – MEADOWS STORM DRAIN

**THIS SECOND SUPPLEMENTAL INTERLOCAL CONTRACT** made and entered into as of the 9th day of November, 2006 by and between the Clark County Regional Flood Control District, hereinafter referred to as "DISTRICT" and the CITY OF LAS VEGAS, hereinafter referred to as "CITY".

### WITNESSETH

**WHEREAS**, pursuant to Chapter 543 of the Nevada Revised Statutes, the DISTRICT may approve a project to design and construct flood control improvements; and

**WHEREAS**, the flood control improvements proposed herein are the same as those identified in the Master Plan No. October 2002, Structures No. MEOK 0000, 0063, 0159, 0170 and 0233 hereinafter referred to as "PROJECT"; and

**WHEREAS**, the PROJECT is identified and shown on the attached Exhibit "A"; and

**WHEREAS**, the PROJECT has been approved by the DISTRICT on its annual Ten Year Construction Program; and

**WHEREAS**, the PROJECT has regional flood control significance and is located in the same hydrographic area as the Las Vegas Valley.

**WHEREAS**, the CITY wishes to increase funding and add a line item for right-of-way costs.

**NOW, THEREFORE**, in consideration of the covenants, conditions, contracts, and promises of the parties hereto, the DISTRICT and the CITY agree to the following:

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

The DISTRICT agrees to fund project costs within the limits specified below:

1. The engineering and design shall not exceed \$2,010,354.
2. Preparation of right-of-way drawings, descriptions, title reports of the right-of-way required and appraisals at a cost not to exceed \$50,000.



RFCD

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3. The total cost of the contract shall not exceed \$2,060,354 which includes all of the items described in the paragraphs above.
4. A written request must be made to the DISTRICT and approved by the Board to reallocate funds between phases of the project. No other approval by the Lead Entity is required.
5. A written request must be made to the DISTRICT and a Supplemental Interlocal Contract approved by the Board to increase the total cost of the contract noted above prior to payment of any additional funds.

**SECTION III – GENERAL, paragraph 10 shall be revised to read as follows:**

10. The DISTRICT will pay the CITY, or make payment directly to its contractor or its consultant, each month for project costs as outlined in SECTION II – PROJECT COSTS. Invoices must identify and allocate all costs to the categories noted below:
  - a. Right-of-Way acquisition including appraisals, title and escrow, negotiations, legal fees, recording fees, etc.
  - b. Predesign Engineering (all work prior to design, excluding right-of-way)
  - c. Design Engineering
  - d. Construction Engineering
  - e. Construction (all work after award of construction contract)
  - f. Environmental: costs incurred by the Lead Entity for the preparation of environmental documentation applicable to the project and costs incurred for the implementation of mitigation measures provided in an environmental document (e.g., EIS or EA)
  - g. Other including landscaping, flood insurance rate map amendments or revisions, etc.

The remainder of the original Interlocal Contract dated August 14, 2003, and the First Supplemental Interlocal Contract dated July 13, 2006 shall remain unchanged.

RFCD

2006 OCT 17 AM 10:56

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

Date of District Action:

REGIONAL FLOOD CONTROL DISTRICT

November 9, 2006  
ATTEST:

BY: Lawrence L. Brown III  
LAWRENCE L. BROWN, III, Chairman

Carolyn Frazier  
CAROLYN FRAZIER  
Secretary to the Board

Approved as to Form:

BY: Christopher Figgins  
CHRISTOPHER FIGGINS  
Chief Deputy District Attorney

\*\*\*\*\*

Date of Council Action:

CITY OF LAS VEGAS

December 6, 2006  
ATTEST:

BY: Oscar B. Goodman  
OSCAR B. GOODMAN, Mayor

Barbara Jo Ronemus  
BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM

Thomas R. Green 11/15/06  
Thomas R. Green Date  
Deputy City Attorney

RFCD

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# LEGEND

- Proposed Regional Facility
- Future Regional Facility
- Existing Regional Facility

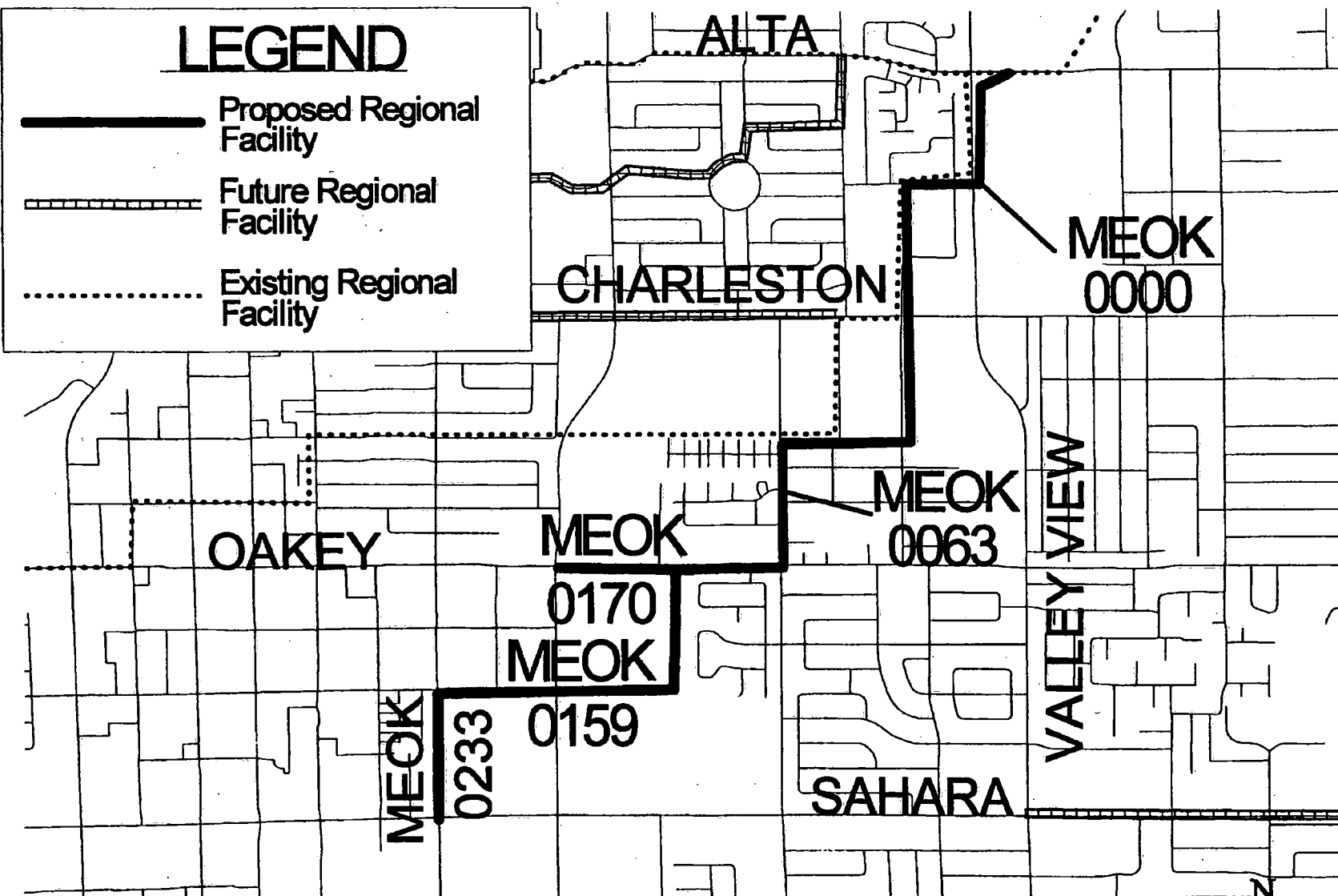


EXHIBIT A  
Oakey Meadows Storm Drain

RFCD

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**AGENDA SUMMARY PAGE**  
**CITY COUNCIL MEETING OF: DECEMBER 6, 2006**

**DEPARTMENT: PUBLIC WORKS**

**DIRECTOR: CHARLIE KAJKOWSKI**

☒ **Consent** ☐ **Discussion**

**SUBJECT:**

Approval of Second Supplemental Interlocal Contract LAS22C06 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCFCD) to increase funding for engineering design and right-of-way for the Las Vegas Wash - Elkhorn Road, Rainbow Boulevard to Torrey Pines Drive (\$90,000 - CCRFCFCD) - Ward 6 (Ross)

**Fiscal Impact**

☐

**No Impact**

☐

**Augmentation Required**

☒

**Budget Funds Available**

**Dept./Division: Public Works/City Engineer**

**Amount: \$90,000**

**Funding Source: CCRFCFCD**

**PURPOSE/BACKGROUND:**

Second Supplemental Interlocal Contract LAS22C06 will increase funding for engineering design and right-of-way for the Las Vegas Wash - Elkhorn Road, Rainbow Boulevard to Torrey Pines Drive. The Clark County Regional Flood Control District approved this contract at the November 9, 2006 Board meeting. Total cost of the project shall not exceed \$360,000.

**RECOMMENDATION:**

Approval

**BACKUP DOCUMENTATION:**

Second Supplemental Interlocal Contract LAS22C06

Motion made by GARY REESE to Approve Items 11 through 42 as recommended

Passed For: 5; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 2

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

**SECOND SUPPLEMENTAL INTERLOCAL CONTRACT  
LAS VEGAS WASH  
ELKHORN, RAINBOW BLVD. TO TORREY PINES DRIVE**

**THIS SECOND SUPPLEMENTAL INTERLOCAL CONTRACT** made and entered into as of the 9th day of November, 2006 by and between the Clark County Regional Flood Control District, hereinafter referred to as "DISTRICT" and the CITY OF LAS VEGAS, hereinafter referred to as "CITY".

**WITNESSETH**

**WHEREAS**, pursuant to Chapter 543 of the Nevada Revised Statutes, the DISTRICT may approve a project to design and construct flood control improvements; and

**WHEREAS**, the flood control improvements proposed herein are the same as those generally identified in the 2002 Master Plan as Structure Number LVMD 2500 hereinafter referred to as "PROJECT"; and

**WHEREAS**, the PROJECT is identified and shown on the attached Exhibit "A"; and

**WHEREAS**, the PROJECT has been approved by the DISTRICT on its annual Ten Year Construction Program; and

**WHEREAS**, the PROJECT has regional flood control significance and is located in the same hydrographic area as the Las Vegas Valley.

**WHEREAS**, the DISTRICT entered into an Interlocal Contract for design on January 12, 2006 and a First Supplemental Interlocal Contract dated May 18, 2006 to increase funding for design engineering; and

**WHEREAS**, the CITY wishes to increase funding and add a line item for right-of-way costs.

**NOW, THEREFORE**, in consideration of the covenants, conditions, contracts, and promises of the parties hereto, the DISTRICT and the CITY agree to the following:

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

The DISTRICT agrees to fund project costs within the limits specified below:

1. The engineering and design shall not exceed \$345,000.

RFCD

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2. Preparation of right-of-way drawings, descriptions, title reports of the right-of-way required and appraisals at a cost not to exceed \$15,000.
3. The total cost of the contract shall not exceed \$360,000 which includes all of the items described in the paragraphs above.
4. A written request must be made to the DISTRICT and approved by the Board to reallocate funds between phases of the project. No other approval by the Lead Entity is required.
5. A written request must be made to the DISTRICT and a Supplemental Interlocal Contract approved by the Board to increase the total cost of the contract noted above prior to payment of any additional funds.

**SECTION III – GENERAL, paragraph 10 shall be revised to read as follows:**

10. The DISTRICT will pay the CITY, or make payment directly to its contractor or its consultant, each month for project costs as outlined in SECTION II – PROJECT COSTS.

Invoices must identify and allocate all costs to the categories noted below:

- a. Right-of-Way acquisition including appraisals, title and escrow, negotiations, legal fees, recording fees, etc.
- b. Pre-design Engineering (all work prior to design, excluding right-of-way)
- c. Design Engineering
- d. Construction Engineering
- e. Construction (all work after award of construction contract)
- f. Environmental: Costs incurred by the Lead Entity for the preparation of environmental documentation applicable to the PROJECT and costs incurred for the implementation of mitigation measures provided in an environmental document (e.g., EIS or EA)
- g. Other including landscaping, flood insurance rate map amendments or revisions, etc.

The remainder of the original Interlocal Contract dated January 12, 2006, and the First Supplemental Interlocal Contract dated May 18, 2006 shall remain unchanged.

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IN WITNESS WHEREOF, this Second Supplemental Interlocal contract is hereby executed as of the date first set forth above.

Date of District Action:

REGIONAL FLOOD CONTROL DISTRICT

November 9, 2006  
ATTEST:

BY: Lawrence L. Brown III  
LAWRENCE L. BROWN, III, Chairman

Carolyn Frazier  
CAROLYN FRAZIER  
Secretary to the Board

Approved as to Form:

BY: Chr Figgins  
CHRISTOPHER FIGGINS  
Chief Deputy District Attorney

\*\*\*\*\*

Date of Council Action:

CITY OF LAS VEGAS

December 6, 2006  
ATTEST:

BY: Oscar B. Goodman  
OSCAR B. GOODMAN, Mayor

Barbara Jo Ronemus  
BARBARA JO RONEMUS, City Clerk

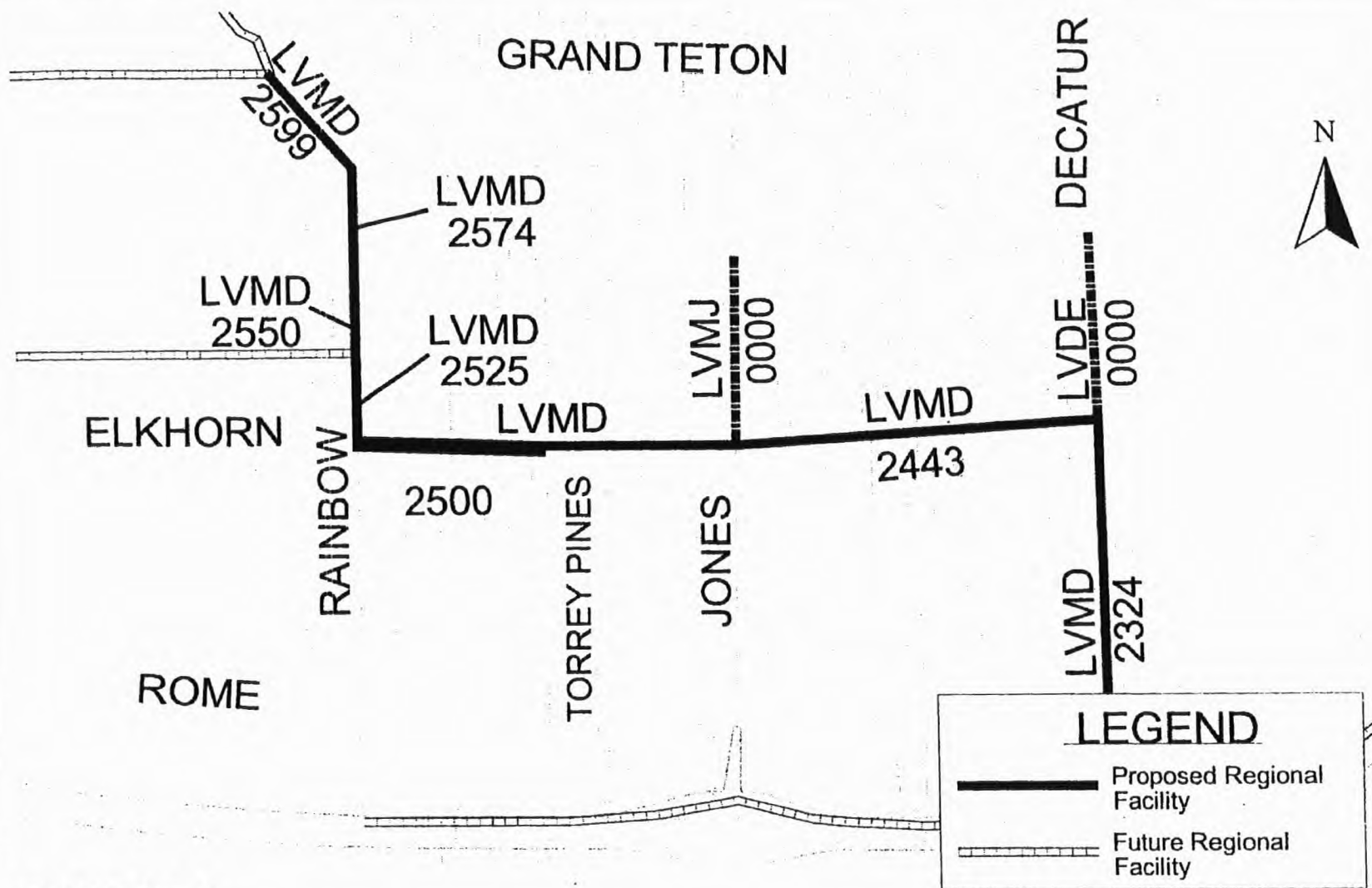
APPROVED AS TO FORM

Thomas R. Green 11/15/06  
Thomas R. Green Date  
Deputy City Attorney

RFCD

2006 OCT 18 AM 7:26

LAS22C06  
(11)



# **EXHIBIT A**

## **Las Vegas Wash - Elkhorn, Rainbow Blvd. to Torrey Pines Drive Design (LAS22C06)**



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2006 OCT 17 AM 9:28

**AGENDA SUMMARY PAGE**  
**CITY COUNCIL MEETING OF: DECEMBER 6, 2006**

**DEPARTMENT: PUBLIC WORKS**

**DIRECTOR: CHARLIE KAJKOWSKI**

☒ **Consent**   ☐ **Discussion**

**SUBJECT:**

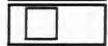
Approval of Supplemental Interlocal Contract 516a between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to extend the date of completion for Jones Boulevard, Elkhorn Road to Horse Drive - Ward 6 (Ross)

**Fiscal Impact**



**No Impact**

☐ **Augmentation Required**



**Budget Funds Available**

**Dept./Division:**

**Amount:**

**Funding Source:**

**PURPOSE/BACKGROUND:**

Supplemental Interlocal Contract 516a will extend the date of completion for Jones Boulevard, Elkhorn Road to Horse Drive. Additional time is needed to resolve Clark County Special Improvement District issues. The date extension will allow time to complete the close out of the project. The Regional Transportation Commission approved this contract at their November 9, 2006 Board meeting.

**RECOMMENDATION:**

Approval

**BACKUP DOCUMENTATION:**

Supplemental Interlocal Contract 516a

Motion made by GARY REESE to Approve Items 11 through 42 as recommended

Passed For: 5; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 2

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

**SUPPLEMENTAL TO THE INTERLOCAL CONTRACT FOR  
JONES BOULEVARD, ELKHORN ROAD TO HORSE DRIVE**

**THIS SUPPLEMENTAL TO THE INTERLOCAL CONTRACT** made and entered into this 6<sup>TH</sup> day of December, 2006, by and between the City of Las Vegas, a municipal corporation, hereinafter referred to as the CITY and the Regional Transportation Commission of Southern Nevada, hereinafter referred to as RTC.

**W I T N E S S E T H**

**WHEREAS**, RTC approved an Interlocal Contract on August 11, 2005 for a project to design, purchase right-of-way, perform construction inspection and construct roadway improvements for Jones Boulevard, Elkhorn Road to Horse Drive, being located totally within the CITY; and

**WHEREAS**, the RTC previously granted "Authorization to Proceed" for engineering, right-of-way other and right-of-way acquisition; and,

**WHEREAS**, the CITY desires to extend the completion date for the Project.

**NOW, THEREFORE**, in consideration of the covenants, conditions, agreements, and promises of the parties hereto, it is mutually agreed to supplement the Interlocal Contract for the Project as follows:

**SECTION III - GENERAL, paragraph 7 shall be changed to read as follows:**

7. The Project must be completed to the satisfaction of the RTC prior to November 30, 2008. The RTC may, at any time thereafter, grant time extensions or terminate this Contract and require all sums advanced to the CITY be repaid.

The remainder of the Interlocal Contract approved by the Regional Transportation Commission remains unchanged.

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APPROVED AS TO LEGALITY AND FORM:

  
ZEY KAPLAN, GENERAL COUNSEL

DATE OF COUNCIL ACTION:

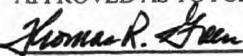
CITY OF LAS VEGAS

December 6, 2006  
ATTEST:

By:   
OSCAR B. GOODMAN, MAYOR

  
BARBARA JO RONEMUS, CITY CLERK

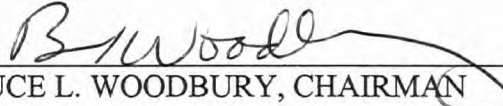
APPROVED AS TO FORM

 11/15/06  
Thomas R. Green Date  
Deputy City Attorney

DATE OF COMMISSION ACTION:

REGIONAL TRANSPORTATION COMMISSION

11/9/06  
ATTEST

By:   
BRUCE L. WOODBURY, CHAIRMAN

  
TONI MICHENER  
EXECUTIVE ASSISTANT

**AGENDA SUMMARY PAGE**  
**CITY COUNCIL MEETING OF: DECEMBER 6, 2006**

**DEPARTMENT: PUBLIC WORKS**

**DIRECTOR: CHARLIE KAJKOWSKI**

☒ **Consent** ☐ **Discussion**

**SUBJECT:**

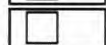
Approval of Supplemental Interlocal Contract 438a between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to extend the date of completion for the Grand Teton Overpass at US-95 - Ward 6 (Ross)

**Fiscal Impact**



**No Impact**

☐ **Augmentation Required**



**Budget Funds Available**

**Dept./Division:**

**Amount:**

**Funding Source:**

**PURPOSE/BACKGROUND:**

Supplemental Interlocal Contract 438a will extend the date of completion for the Grand Teton Overpass at US-95. Additional time is needed to coordinate with the Nevada Department of Transportation on the US-95 environmental widening assessment. The Regional Transportation Commission approved this contract at their November 9, 2006 Board meeting.

**RECOMMENDATION:**

Approval

**BACKUP DOCUMENTATION:**

Supplemental Interlocal Contract 438a

Motion made by GARY REESE to Approve Items 11 through 42 as recommended

Passed For: 5; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 2

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



**SUPPLEMENTAL TO THE INTERLOCAL CONTRACT FOR  
GRAND TETON OVERPASS AT US-95**

**THIS SUPPLEMENTAL TO THE INTERLOCAL CONTRACT** made and entered into this 6<sup>TH</sup> day of December, 2006, by and between the City of Las Vegas, a municipal corporation, hereinafter referred to as the CITY and the Regional Transportation Commission of Southern Nevada, hereinafter referred to as RTC.

**W I T N E S S E T H**

**WHEREAS**, RTC approved an Interlocal Contract on June 12, 2003 for a project to design, purchase right-of-way, perform construction inspection and construct roadway improvements for Grand Teton Overpass at US-95, being located totally within the CITY; and

**WHEREAS**, the RTC previously granted "Authorization to Proceed" for engineering, right-of-way other and right-of-way acquisition; and,

**WHEREAS**, the CITY desires to extend the completion date for the Project.

**NOW, THEREFORE**, in consideration of the covenants, conditions, agreements, and promises of the parties hereto, it is mutually agreed to supplement the Interlocal Contract for the Project as follows:

**SECTION III - GENERAL, paragraph 7 shall be changed to read as follows:**

7. The Project must be completed to the satisfaction of the RTC prior to December 31, 2008. The RTC may, at any time thereafter, grant time extensions or terminate this Contract and require all sums advanced to the CITY be repaid.

The remainder of the Interlocal Contract approved by the Regional Transportation Commission remains unchanged.

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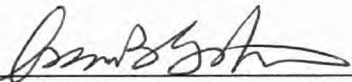
APPROVED AS TO LEGALITY AND FORM:

  
ZEV KAPLAN, GENERAL COUNSEL

DATE OF COUNCIL ACTION:

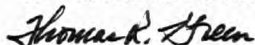
CITY OF LAS VEGAS

December 6, 2004  
ATTEST:

By:   
OSCAR B. GOODMAN, MAYOR

  
BARBARA JO RONEMUS, CITY CLERK

APPROVED AS TO FORM

 11/15/06  
Thomas R. Green Date  
Deputy City Attorney

DATE OF COMMISSION ACTION:

REGIONAL TRANSPORTATION COMMISSION

11/9/06  
ATTEST:

By:   
BRUCE L. WOODBURY, CHAIRMAN

  
TONI MICHENER  
EXECUTIVE ASSISTANT

**AGENDA SUMMARY PAGE**  
**CITY COUNCIL MEETING OF: DECEMBER 6, 2006**

**DEPARTMENT: PUBLIC WORKS**

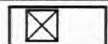
**DIRECTOR: CHARLIE KAJKOWSKI**

☒ **Consent** ☐ **Discussion**

**SUBJECT:**

Approval of Supplemental Interlocal Contract 439a between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to extend the date of completion for the Horse Interchange at US-95 - Ward 6 (Ross)

**Fiscal Impact**



**No Impact**

☐ **Augmentation Required**



**Budget Funds Available**

**Dept./Division:**

**Amount:**

**Funding Source:**

**PURPOSE/BACKGROUND:**

Supplemental Interlocal Contract 439a will extend the date of completion for the Horse Interchange at US-95. Additional time is needed to coordinate with the Nevada Department of Transportation on the US-95 environmental widening assessment. The Regional Transportation Commission approved this contract at their November 9, 2006 Board meeting.

**RECOMMENDATION:**

Approval

**BACKUP DOCUMENTATION:**

Supplemental Interlocal Contract 439a

Motion made by GARY REESE to Approve Items 11 through 42 as recommended

Passed For: 5; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 2

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

**SUPPLEMENTAL TO THE INTERLOCAL CONTRACT FOR  
HORSE INTERCHANGE AT US-95**

**THIS SUPPLEMENTAL TO THE INTERLOCAL CONTRACT** made and entered into this 6TH day of December 2006, by and between the City of Las Vegas, a municipal corporation, hereinafter referred to as the CITY and the Regional Transportation Commission of Southern Nevada, hereinafter referred to as RTC.

**W I T N E S S E T H**

**WHEREAS**, RTC approved an Interlocal Contract on June 12, 2003 for a project to design, purchase right-of-way, perform construction inspection and construct roadway improvements for Horse Interchange at US-95, being located totally within the CITY; and

**WHEREAS**, the RTC previously granted "Authorization to Proceed" for engineering and right-of-way other; and,

**WHEREAS**, the CITY desires to extend the completion date for the Project.

**NOW, THEREFORE**, in consideration of the covenants, conditions, agreements, and promises of the parties hereto, it is mutually agreed to supplement the Interlocal Contract for the Project as follows:

**SECTION III - GENERAL, paragraph 7 shall be changed to read as follows:**

7. The Project must be completed to the satisfaction of the RTC prior to December 31, 2008. The RTC may, at any time thereafter, grant time extensions or terminate this Contract and require all sums advanced to the CITY be repaid.

The remainder of the Interlocal Contract approved by the Regional Transportation Commission remains unchanged.

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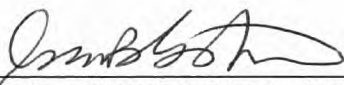
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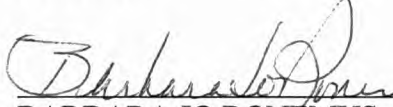
  
ZEV KAPLAN, GENERAL COUNSEL

DATE OF COUNCIL ACTION:

CITY OF LAS VEGAS

December 6, 2006  
ATTEST:

By:   
OSCAR B. GOODMAN, MAYOR

  
BARBARA JO RONEMUS, CITY CLERK

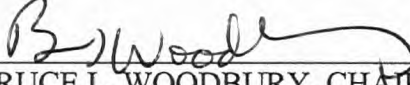
APPROVED AS TO FORM

 11/15/06  
Thomas R. Green Date  
Deputy City Attorney

DATE OF COMMISSION ACTION:

REGIONAL TRANSPORTATION COMMISSION

11/9/06  
ATTEST

By:   
BRUCE L. WOODBURY, CHAIRMAN

  
TONI MICHENER  
EXECUTIVE ASSISTANT



**AGENDA SUMMARY PAGE**  
**CITY COUNCIL MEETING OF: DECEMBER 6, 2006**

**DEPARTMENT: PUBLIC WORKS**

**DIRECTOR: CHARLIE KAJKOWSKI**

☒ **Consent** ☐ **Discussion**

**SUBJECT:**

Approval of Supplemental Interlocal Contract 503a between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to extend the date of completion for Deer Springs, Conough Lane to Buffalo Drive roadway improvement project - Ward 6 (Ross)

**Fiscal Impact**

☒

**No Impact**

☐

**Augmentation Required**

☐

**Budget Funds Available**

**Dept./Division:**

**Amount:**

**Funding Source:**

**PURPOSE/BACKGROUND:**

Supplemental Interlocal Contract 503a will extend the date of completion for the Deer Springs, Conough Lane to Buffalo Drive roadway improvement project. This extension is needed for coordination of Deer Springs Road design and construction, in conjunction with the City's Centennial Hills Park Phase 2 construction. Both projects are currently under construction. The Regional Transportation Commission approved this contract at their November 9, 2006 Board meeting.

**RECOMMENDATION:**

Approval

**BACKUP DOCUMENTATION:**

Supplemental Interlocal Contract 503a

Motion made by GARY REESE to Approve Items 11 through 42 as recommended

Passed For: 5; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 2

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

**SUPPLEMENTAL TO THE INTERLOCAL CONTRACT FOR  
DEER SPRINGS, CONOUGH LANE TO BUFFALO DRIVE**

**THIS SUPPLEMENTAL TO THE INTERLOCAL CONTRACT**, made and entered into this 6TH day of December, 2006 by and between the CITY OF LAS VEGAS, a municipal corporation, hereinafter referred to as the "CITY" and the Regional Transportation Commission of Southern Nevada hereinafter referred to as "RTC".

**WITNESSETH**

**WHEREAS**, RTC approved an Interlocal Contract on May 19, 2005 for a project to perform construction inspection and construct roadway improvements for Deer Springs Drive, Conough Lane to Buffalo Drive, being located totally within the CITY; and

**WHEREAS**, the RTC previously granted "Authorization to Proceed" for construction and construction management; and

**WHEREAS**, the CITY wishes to extend the completion date for the project.

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

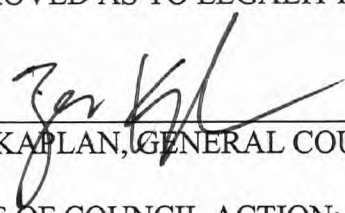
**SECTION III – GENERAL, paragraph 7 shall be changed to read as follows:**

7. The project must be completed to the satisfaction of the RTC prior to November 30, 2008. The RTC may at any time thereafter grant time extensions or terminate this Contract and require all sums advanced to the CITY be reimbursed.

All other terms of the Interlocal Contract dated May 19, 2005 shall remain unchanged.

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APPROVED AS TO LEGALITY AND FORM:

  
ZEV KAPLAN, GENERAL COUNSEL

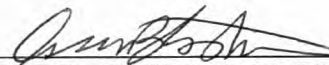
DATE OF COUNCIL ACTION:

CITY OF LAS VEGAS

ATTEST:

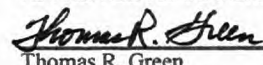
December 6, 2006

By:

  
OSCAR B. GOODMAN, MAYOR

  
BARBARA JO RONEMUS, CITY CLERK

APPROVED AS TO FORM

 11/15/06  
Thomas R. Green Date  
Deputy City Attorney

DATE OF COMMISSION ACTION:

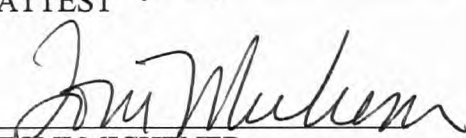
REGIONAL TRANSPORTATION COMMISSION

ATTEST

11/9/06

By:

  
BRUCE L. WOODBURY, CHAIRMAN

  
TONI MICHENER  
EXECUTIVE ASSISTANT

**AGENDA SUMMARY PAGE**  
**CITY COUNCIL MEETING OF: DECEMBER 6, 2006**

**DEPARTMENT: FINANCE AND BUSINESS SERVICES**

**DIRECTOR: MARK R. VINCENT**

☒ **Consent** ☐ **Discussion**

**SUBJECT:**

**RESOLUTIONS:**

R-90-2006 - Approval of a Resolution concerning proposed Special Improvement Districts within the Summerlin area, authorizing the execution and delivery of a deposit agreement with the Howard Hughes Corporation and related matters - Ward 2 (Wolfson)

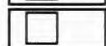
**Fiscal Impact**



**No Impact**



**Augmentation Required**



**Budget Funds Available**

**Amount:**

**Funding Source:**

**Dept./Division:** Finance and Business Services

**PURPOSE/BACKGROUND:**

The Howard Hughes Corporation (the Developer) has requested that the City form two special improvement districts within the City pursuant to the provisions of Nevada Revised Statutes Chapter 271 to levy special assessments, and to issue one or more series of bonds to provide for the construction, acquisition, or furnishing of certain public improvements within Special Improvement District No. 810 and 909 (Summerlin). This Deposit and Reimbursement Agreement provides for a deposit in the amount of \$350,000 for the City to draw against as it incurs the expenses of creating and financing these new districts.

**RECOMMENDATION:**

It is recommended that the City Council adopt this Resolution.

**BACKUP DOCUMENTATION:**

1. Resolution No. R-90-2006
2. Deposit and Reimbursement Agreement

Motion made by GARY REESE to Approve Items 11 through 42 as recommended

Passed For: 5; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 2

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

**RESOLUTION NO. R-90-2006**

**A RESOLUTION CONCERNING PROPOSED SPECIAL IMPROVEMENT DISTRICTS AND APPROVING THE FORM OF A DEPOSIT AGREEMENT.**

WHEREAS, the City Council (the "Council") of the City of Las Vegas (the "City") has received a proposal from the Howard Hughes Corporation (the "Developer") concerning one or more proposed Special Improvement Districts (the "Districts") to be formed pursuant to the City's Developer Special Improvement District Guidelines (the "Guidelines"); and

WHEREAS, pursuant to the Guidelines the City's Director of Finance and Business Services (the "Finance Director") is to establish the amount of a deposit to pay the City's costs and expenses associated with the formation of the Districts, the levy of assessments, and the issuance of bonds; and

WHEREAS, the Council has been presented with the proposed form of the Deposit and Reimbursement Agreement between the City and the Developer (the "Agreement");

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

Section 1. The form, terms and provisions of the Agreement is approved, and the City shall enter into and perform its obligations under the Agreement in substantially the form of such document presented to the Council at this meeting, with only such changes therein as are required by the circumstances and are not inconsistent herewith; and the officers of the City are hereby authorized and directed to execute and deliver such documents as required hereby. The Council authorizes the staff to negotiate the particulars of the Districts and the financing with the Developer.

Section 2. Passage of this resolution does not obligate the City to create the Districts, issue bonds therefor, or to give any land use or other approvals to any projects in the Districts or elsewhere.

Section 3. All resolutions, or parts thereof, in conflict with the provisions of this resolution, are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any resolution, or part thereof, previously repealed.



Section 4. If any section, paragraph, clause or other provision of this resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or other provision shall not affect any of the remaining provisions of this resolution.

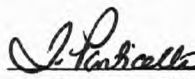
PASSED, ADOPTED AND APPROVED this 6th day of December, 2006.

  
\_\_\_\_\_  
OSCAR B. GOODMAN, Mayor

Attest:

  
\_\_\_\_\_  
BARBARA JO RONEMUS, City Clerk

Approved as to Form:

  
\_\_\_\_\_  
Deputy City Attorney

11/21/06

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

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

1. The foregoing pages constitute a true, correct, complete and compared copy of a resolution adopted by the City Council of the City (the "City Council") at a meeting held on December 6, 2006.

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

|                   |                                                                                      |
|-------------------|--------------------------------------------------------------------------------------|
| Those Voting Aye: | Oscar B. Goodman<br>Gary Reese<br>Lawrence Weekly<br>Steve Wolfson<br>Lois Tarkanian |
|-------------------|--------------------------------------------------------------------------------------|

|                   |      |
|-------------------|------|
| Those Voting Nay: | None |
|-------------------|------|

|               |                               |
|---------------|-------------------------------|
| Those Absent: | Larry Brown<br>Steven D. Ross |
|---------------|-------------------------------|

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

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

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

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

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

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

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

6. A copy of the notice of the meeting was posted in the City's website no later than 9:00 a.m. on the third working day before the meeting.

7. A copy of such notice so given of the meeting of the City Council on December 6, 2006, is attached to this certificate as Exhibit "A."

IN WITNESS WHEREOF, I have hereunto set my hand on this December 6,  
2006.

(SEAL)

  
\_\_\_\_\_  
BARBARA JO RONEMUS, City Clerk

**(EXHIBIT A)**

**(Attach copy of posted agenda)**





## CITY COUNCIL AGENDA

COUNCIL CHAMBERS · 400 STEWART AVENUE · PHONE 229-6011

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

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

COUNCIL MEMBERS: LARRY BROWN (Ward 4), LAWRENCE WEEKLY (Ward 5),  
STEVE WOLFSON (Ward 2), LOIS TARKANIAN (Ward 1), STEVEN D. ROSS (Ward 6)

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

**December 06, 2006**

**Morning Session begins at 9:00 a.m.**

**Afternoon Session begins at 1:00 p.m.**

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

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

DUPLICATE AUDIO CD'S AND DUPLICATE AUDIO/VIDEO DVD'S MAY BE AVAILABLE AT A COST OF \$5.00 EACH THROUGH THE CITY CLERK'S OFFICE.

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

### **CEREMONIAL MATTERS**

1. CALL TO ORDER
2. ANNOUNCEMENT RE: COMPLIANCE WITH OPEN MEETING LAW
3. INVOCATION - DOCTOR-PASTOR ANNE JONES, LIFE CHRISTIAN CENTER
4. PLEDGE OF ALLEGIANCE
5. RECOGNITION OF THE TEAM OF THE QUARTER
6. RECOGNITION OF CENTENARIAN LEROY LEWIS
7. RECOGNITION OF THE YOUTH COUNCIL OFFICERS FROM THE BATTERIES INCLUDED PROGRAM
8. RECOGNITION OF THE ALPHA PHI ALPHA FRATERNITY 100TH ANNIVERSARY

### **BUSINESS ITEMS - MORNING**

9. Any items from the morning session that the Council, staff and/or the applicant wish to be stricken or held in abeyance to a future meeting may be brought forward and acted upon at this time
10. Approval of the Final Minutes by reference of the regular City Council meeting of October 18, 2006

### **CONSENT AGENDA**

MATTERS LISTED ON THE CONSENT AGENDA ARE CONSIDERED TO BE ROUTINE AND HAVE BEEN RECOMMENDED FOR APPROVAL BY THE SUBMITTING DEPARTMENTS. ALL ITEMS ON

**THE CONSENT AGENDA MAY BE APPROVED IN A SINGLE MOTION. HOWEVER, IF A COUNCIL MEMBER SO REQUESTS, ANY CONSENT ITEM MAY BE MOVED TO THE DISCUSSION PORTION OF THE AGENDA AND OTHER ACTION, INCLUDING POSTPONEMENT OR DENIAL OF THE ITEM, MAY TAKE PLACE.**

**ADMINISTRATIVE - CONSENT**

11. Approval of the Memorandum of Understanding between the City of Las Vegas and the Commission for the Las Vegas Centennial for the Centennial Time Capsule Project

**FIELD OPERATIONS - CONSENT**

12. Approval of a Purchase and Sale Agreement whereby Orlando Arteaga and Mayra Morfin and/or nominee sells real property located at 194 Upland Boulevard, APN 138-36-110-001 to Priority One Commercial and/or nominee on behalf of the City of Las Vegas (\$325,000 plus closing costs - Capital Improvement Projects) - Ward 1 (Tarkanian)
13. Approval of a First Amendment to License Agreement between the City of Las Vegas and Cingular Wireless for the cellular tower located at 101 South Pavilion Center Drive commonly known as Veterans Memorial Ball Fields - Ward 2 (Wolfson)
14. Approval of an Offer and Acceptance Agreement whereby Yakov Hefetz and/or nominee sells approximately 4.86 acres of land located at 15 West Owens Avenue, APN 139-27-502-003 to Priority One Commercial and/or nominee on behalf of the City of Las Vegas (\$2,540,000 plus closing costs - Redevelopment Set Aside Funds [RDA]/Community Development Block Grant Funds [CDBG]) - Ward 5 (Weekly)
15. Approval authorizing staff to apply for a Recreation and Public Purpose Lease from the Bureau of Land Management for approximately 5 acres of land for APN 126-01-401-013 located in the vicinity of Iron Mountain Road and Alpine Ridge Way (\$100 - Real Estate/Rental of Land) - Ward 6 (Ross)
16. Approval of a Grant of Easement from the City of Las Vegas to Nevada Power Company to cancel and supersede the Right of Entry previously on record and continue to allow Nevada Power Company access to the site for electrical systems needs located at 800 North M. L. King Boulevard commonly known as the Guy Recreation Center/Agassi Teen Center, APN 139-28-701-001 - Ward 5 (Weekly)
17. Approval of a License Agreement between the City of Las Vegas and Omnipoint Communications, Inc., a subsidiary of T-Mobile USA, Inc., for a wireless communications system located at 101 South Pavilion Center Drive, commonly known as the Veterans Memorial Ball Fields (\$483,552 revenue for duration of contract) - Ward 2 (Wolfson)

**FINANCE & BUSINESS SERVICES - ADMINISTRATION CONSENT**

18. Approval of Service and Material Checks/Payroll Checks/Wire Transfers/Other Checks and Investments
19. Approval to modify the FY 07 Capital Improvement Plan and transfer \$4,000,000 in funding from the Neighborhood Park Improvements and Vocational Park projects to the Teton Trails Park Phase II project (\$4,000,000 - Residential Construction Tax/Parks and Leisure CPF) - Ward 6 (Ross)

**FINANCE & BUSINESS SERVICES - BUSINESS SERVICES CONSENT**

20. Approval of a Special Event License for Bailey Street, Location: 495 South Grand Central Parkway Suite 455, Dates: January 29 - February 2, 2007, Type: Special Event General, Event: World Market Center Trade Show, Responsible Person in Charge: Jose Ramos - Ward 5 (Weekly)
21. Approval of a Special Event License for Padma's Plantation, Location: 495 South Grand Central Parkway, Suite 119, Dates: January 30 - February 2, 2007, Type: Special Event General, Event: World Market Center Trade Show, Responsible Person in Charge: Maserati Woodring - Ward 5 (Weekly)
22. Approval of Franchise Manager to Participate in Revenue for a new Temporary Restricted Gaming License for 5 slots, United Coin Machine Company db at 7-Eleven Food Store #25586C, 1705 South Las Vegas Boulevard, Amandeep Singh, Franchise Mgr - Ward 3 (Reese)

**FINANCE & BUSINESS SERVICES - PURCHASING & CONTRACTS CONSENT**

23. Approval of Amendment No. 1 to Contract No. 221540 for Engineering Design Services for North



Valley Mountain Edge Parkway - Department of Public Works - Award recommended to: PARSONS BRINCKERHOFF QUADE & DOUGLAS, INC. (\$279,338.86 - Road and Flood Capital Projects Fund) - Wards 4 and 6 (Brown and Ross)

24. Approval of award of Bid No. 070064-TG, Annual Requirements Contract for Traffic Poles and Signal Mast Arms - Department of Public Works - Award recommended to: HUGHES SUPPLY (\$1,500,000 - General Fund)
25. Approval of Revision to Purchase Order No. 225001 for Annual Requirements Contract for Office Supplies - All Departments - Award recommended to: CORPORATE EXPRESS (\$300,000 - General Fund)
26. Preapproval of award of Bid No. 06.1730.27-LED, Federal Project # STP-017 (091), Fremont Street Pedestrian Improvements - Las Vegas Boulevard to Eighth Street to the lowest responsive and responsible bidder and the construction conflicts and contingency reserve set by Finance and Business Services - Department of Public Works (\$5,727,097.60 - Road and Flood Capital Projects Fund/Traffic Improvements Capital Projects Fund/Industrial Development Special Revenue Fund/Sanitation Enterprise Fund/City of Las Vegas Redevelopment Agency Fund/Special Improvement District) - Ward 5 (Weekly)
27. Approval of Professional Services Agreement No. 070163, New Prototype Fire Station #48 at Elkhorn Road and Ft. Apache Road - Department of Public Works - Award recommended to: ES2 LAS VEGAS, LLC (\$53,750 - Fire Services Capital Projects Fund) - Ward 6 (Ross)
28. Approval of Amendment No. 4 to Contract No. 219641 for Professional Services Agreement for Design Services for Centennial Hills Leisure Center located at Buffalo Drive and Deer Springs Way - Department of Public Works - Award recommended to: LUCCHESI GALATI ARCHITECTS, INC. (\$211,150 - Parks and Leisure Activities Capital Projects Fund) - Ward 6 (Ross)

#### **NEIGHBORHOOD SERVICES - CONSENT**

29. Approval to loan \$1,500,000 Home Investment Partnership Program (HOME) and Low Income Housing Trust Fund (LIHTF) to SDA, Inc., to a for profit developer, as gap financing for the construction of Bridger Street Apartments, located on the northeast corner of Bridger and Ninth Streets, to add 300 affordable rental units to the city's housing stock - Ward 5 (Weekly)
30. Approval of the transfer of Parsons Place property located at 624 Stewart Avenue from Golden Rule to Neighborhood Housing Services of Southern Nevada (NHSSN) and authorizing the City to enter into the Amended and Restated Agreements and any documents related thereto - Ward 5 (Weekly)

#### **PUBLIC WORKS - CONSENT**

31. Approval of an Encroachment Request from Ovation Development Corporation on behalf of Lone Mountain Apts I, Limited Partnership, owner (Rainbow Boulevard between Lone Mountain Road and Painted Desert Drive) - Ward 6 (Ross)
32. Approval of an Encroachment Request from Pardee Homes Nevada, owner (area bound by Tee Pee Lane, Elkhorn Road, Fort Apache Road and Wittig Avenue) - Ward 6 (Ross)
33. Approval of an Encroachment Request from CivilWorks, Incorporated, on behalf of Amesbury Villegas Trust, owner (southeast corner of Garces Avenue and 8th Street) - Ward 3 (Reese)
34. Approval of an Encroachment Request from Sheldon W. Paul and Raymond Mark Turner, owners (northwest corner of Alexander Road and Grand Canyon Drive) - Ward 4 (Brown)
35. Approval of Sixth Supplemental Interlocal Contract LAS17D02 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCDD) to increase funding for a Letter of May Revision (LOMR) for the Las Vegas Wash, Rancho Drive System (Carey/Lake Mead Detention Basin) (\$3,700 - CCRFCDD) - Ward 5 (Weekly)
36. Approval of Second Supplemental Interlocal Contract LAS05E03 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCDD) to increase funding for right-of-way for the Oakey Meadows Storm Drain (\$50,000 - CCRFCDD) - Ward 1 (Tarkanian)
37. Approval of Second Supplemental Interlocal Contract LAS22C06 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCDD) to increase funding for engineering design and right-of-way for the Las Vegas Wash - Elkhorn Road, Rainbow Boulevard to

Torrey Pines Drive (\$90,000 - CCRFCD) - Ward 6 (Ross)

38. Approval of Supplemental Interlocal Contract 516a between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to extend the date of completion for Jones Boulevard, Elkhorn Road to Horse Drive - Ward 6 (Ross)
39. Approval of Supplemental Interlocal Contract 438a between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to extend the date of completion for the Grand Teton Overpass at US-95 - Ward 6 (Ross)
40. Approval of Supplemental Interlocal Contract 439a between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to extend the date of completion for the Horse Interchange at US-95 - Ward 6 (Ross)
41. Approval of Supplemental Interlocal Contract 503a between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to extend the date of completion for Deer Springs, Conough Lane to Buffalo Drive roadway improvement project - Ward 6 (Ross)

#### **RESOLUTIONS - CONSENT**

42. R-90-2006 - Approval of a Resolution concerning proposed Special Improvement Districts within the Summerlin area, authorizing the execution and delivery of a deposit agreement with the Howard Hughes Corporation and related matters - Ward 2 (Wolfson)

#### **DISCUSSION/ACTION ITEMS**

##### **ADMINISTRATIVE - DISCUSSION**

43. Report from the City Manager on Emerging Issues
44. Discussion and possible action on a Presentation and Final Report from CSL Consultants and the Special Events Center Task Force on the possible development of a new special events center in Southern Nevada - All Wards
45. Discussion and possible action regarding the Second Amendment to the Project Management and Consulting Agreement among City Parkway V, Inc., the City of Las Vegas, and Newland Communities, LLC, for the site known as Union Park located at the northeastern corner of Bonneville Avenue and Grand Central Parkway (APN 139-34-110-003 and 139-34-110-002) - Ward 5 (Weekly)

##### **BUSINESS DEVELOPMENT - DISCUSSION**

46. Discussion and possible action regarding a Real Property Exchange and Purchase and Sale Agreement with T-BREO II, LLC, for ten parcels of land one block east of City Hall generally located at the intersection of Sixth Street and Stewart Avenue (\$4,456,164.44 - City Facilities Capital Project Fund and one parcel of land) - Ward 5 (Weekly)
47. Discussion and possible action regarding a Third Amendment to the Exclusive Negotiation Agreement (Amendment) with Frank Wright Plaza, LLC, (FWP) to negotiate a Disposition and Development Agreement (DDA) for parcels located at 4th Street and Stewart Avenue totaling approximately 5.49 acres (Site) (APNs 139-34-501-004 and 006) - Ward 5 (Weekly)
48. Discussion and possible action concerning a proposed budget submitted by Newland Communities, LLC, for the design, construction and fiscal year 2007 operating budget for Phase I Infrastructure on Union Park, located at the northeastern corner of Bonneville Avenue and Grand Central Parkway (APNs 139-34-110-002 and 003) (\$1,365,000 from future City Parkway V, Inc., Land Sales) - Ward 5 (Weekly)

##### **CITY ATTORNEY - DISCUSSION**

49. Discussion and possible action on Appeal of Work Card Denial: Cheryl Sagahon, 2200 West Bonanza, Apt. #246, Las Vegas, Nevada 89106
50. Discussion and possible action on Appeal of Work Card Denial: Lisa D. Wallace, 1300 Elizabeth Avenue #16, Las Vegas, Nevada 89119
51. ABEYANCE ITEM - Discussion and possible action on Appeal of Work Card Denial: Tracey Lynn Gulli, 7550 Tuckaway, Las Vegas, Nevada 89139
52. ABEYANCE ITEM - Discussion and possible action on Appeal of Work Card Denial: Clayborn Romaine Ellis III, 8218 West Dolphin Bay Court, Las Vegas, Nevada 89128
53. Hearing, discussion and possible action regarding complaint seeking disciplinary action against



Mulugeta Bour d/b/a Oakey Discount Market, 1616 Las Vegas Boulevard South, Las Vegas, Clark County, Nevada, for violations of the Las Vegas Municipal Code and Nevada Revised Statutes - Ward 3 (Reese)

#### **FINANCE & BUSINESS SERVICES - BUSINESS SERVICES DISCUSSION**

54. Discussion and possible action regarding a Six Month Review of a Beer/Wine/Cooler On-off Sale License, Bleu Gourmet, LLC, dba Bleu Gourmet, 8751 West Charleston Boulevard, Samuel R. Bailey, Mgr, Mmbr, 35%, Robert L. Howell, Mgr, Mmbr, 35%, Sandeep Ahuja, Mmbr, 30% - Ward 2 (Wolfson)
55. Discussion and possible action regarding a Six Month Review of a Beer/Wine/Cooler On-sale License, R & E Corona, Inc., dba El Tapatio Restaurant, 235 North Eastern Avenue, Suites 132 & 133, Roberto Corona, Pres, 50% and Emma Corona, Secy, 50% - Ward 3 (Reese)
56. ABEYANCE ITEM: Discussion and possible action regarding Temporary Approval of a new Supper Club License subject to the provisions of the fire code and Health Dept. regulations, G B Acquisition, Inc., dba Gordon Biersch Brewery Restaurant, 750 South Rampart Boulevard, Suite 16, H. Allen Corey, Pres, CEO and Michael J. Fourticq, Sr VP, Dir - Ward 2 (Wolfson)
57. Discussion and possible action regarding Temporary Approval of Change of Ownership for a Beer/Wine/Cooler On-sale License subject to Health Dept. regulations, From: Guiterrez & Torrez, dba Maria Antonieta Mexican Food, To: Pimentel, Alas & Guzman, dba Maria Antonieta A Mexican Food, 745 North Nellis Boulevard, Suite 1, Blanca H. Pimental, 25% Jointly with Spouse, Elmer D. Alas, 25% Jointly with Spouse and Ruben S. Guzman, 50% - Ward 3 (Reese)
58. Discussion and possible action regarding a Six Month Review of a Beer/Wine/Cooler Off-sale License, Ramzi Y. Suliman, dba Super Azteca II, 3140 South Valley View Boulevard, Suites 3 -5, Ramzi Y. Suliman, 100% (NOTE: Item to be heard in the afternoon session in conjunction with Item 97 - RQR-15420) - Ward 1 (Tarkanian)
59. Discussion and possible action regarding Temporary Approval of a new Burglar Alarm Service License, Macharg Electric Inc., dba Macharg Electric Inc., 8032 Peaceful Woods Street, Michael R. Macharg, Jr., Dir, Pres, Treas, Secy, 100% - Ward 6 (Ross)

#### **RESOLUTIONS - DISCUSSION**

60. R-91-2006 - Discussion and possible action of a Resolution Disposing of the Protests made at the hearing on the Provisional Order for Special Improvement District No. 1506 - Fremont Street Pedestrian Improvements (Las Vegas Boulevard to 8th Street) - Ward 5 (Weekly)

#### **BOARDS & COMMISSIONS - DISCUSSION**

61. ABEYANCE ITEM - PARK & RECREATION ADVISORY COMMISSION – Heidi Hanusa, Term Expiration 12-7-2008 (Resigned 9-29-2006)
62. OVERSIGHT PANEL FOR SCHOOL FACILITIES – Councilwoman Lois Tarkanian, Term Expiration 12-31-2006
63. Discussion and possible action to appoint one member and one alternate to the Regional Flood Control District Storm Water Permit Coordinating Committee
64. COMMUNITY DEVELOPMENT RECOMMENDING BOARD – Tony Mayorga, Term Expiration 6-20-2007 (Resigned 10-25-2006) and Mark I. Lefkowitz, Term Expiration 6-20-2007 (Resigned 11-8-2006)

#### **RECOMMENDING COMMITTEE REPORT - DISCUSSION**

#### **BILLS ELIGIBLE FOR ADOPTION AT THIS MEETING**

65. 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
66. Bill No. 2006-60 – Updates sign standards and related approval processes for the Downtown Casino and Downtown Entertainment Overlay Districts. Sponsored by: Mayor Oscar B. Goodman
67. Bill No. 2006-61 – Requires the applicant for a General Plan Amendment to conduct a neighborhood meeting. Sponsored by: Councilman Gary Reese
68. Bill No. 2006-62 – Updates Title 11 of the Municipal Code, relating to the regulation of traffic and parking. Sponsored by: Councilman Steven D. Ross



**BILLS ELIGIBLE FOR ADOPTION AT A LATER MEETING**

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

69. Bill No. 2006-65 – Updates the description of the City ward boundaries to reflect changes in precinct numbers or descriptions made by the Clark County Election Department, as a result of annexations or otherwise. Proposed by: Barbara Jo Ronemus, City Clerk

**NEW BILLS - DISCUSSION**

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

70. Bill No. 2006-66 - Ordinance Creating Special Improvement District No. 1506 - Fremont Street Pedestrian Improvements (Las Vegas Boulevard to 8th Street) Sponsored by: Step Requirement  
 71. Bill No. 2006-67 – Adopts an updated version of the Las Vegas Downtown Centennial Plan, together with related development standards. Sponsored by: Councilman Gary Reese  
 72. Bill No. 2006-68 – Adopts the Union Park Design Standards and integrates them into other provisions that pertain to the Downtown Overlay District. Sponsored by: Mayor Oscar B. Goodman  
 73. Bill No. 2006-69 – Updates the remedies and procedures for abating public nuisances and chronic nuisances, and adds licensing provisions to facilitate the prevention and abatement of such nuisances. Sponsored by: Councilwoman Lois Tarkanian and Mayor Oscar B. Goodman

**1:00 P.M. - AFTERNOON SESSION****BUSINESS ITEMS - AFTERNOON**

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

**HEARINGS - DISCUSSION**

75. Public hearing on proposed local improvement district for Special Improvement District No. 1506 - Fremont Street Pedestrian Improvements (Las Vegas Boulevard to 8th Street) - Ward 5 (Weekly)  
 76. Public hearing on proposed local improvement district for Special Improvement District No. 1516 - Fremont Street Maintenance District (Las Vegas Boulevard to 8th Street) - Ward 5 (Weekly)

**PLANNING & DEVELOPMENT**

**THE ITEMS LISTED BELOW, WHERE APPROPRIATE, HAVE BEEN REVIEWED BY THE VARIOUS CITY DEPARTMENTS RELATIVE TO REQUIREMENTS FOR STORM DRAINAGE AND FLOOD CONTROL, CONNECTION TO SANITARY SEWER, TRAFFIC CIRCULATION, AND BUILDING AND FIRE REGULATIONS. THEIR COMMENTS AND/OR RECOMMENDATIONS AND REQUIREMENTS HAVE BEEN INCORPORATED INTO THE ACTION.**

**PLANNING & DEVELOPMENT - CONSENT**

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

77. EOT-16956 - ABEYANCE ITEM - APPLICANT/OWNER: RINKAI AMERICA INC - Request for an Extension of Time of an approved Special Use Permit (SUP-5028) THAT ALLOWED A 73-STORY MIXED-USE DEVELOPMENT at 2423 and 2417 Las Vegas Boulevard (APN 162-04-

813-070 and 071; 162-03-410-008), C-2 (General Commercial) Zone, Ward 3 (Reese). Staff recommends APPROVAL

78. EOT-17462 - APPLICANT/OWNER: SEARLES PROPERTY DEVELOPMENT, LLC - Request for an Extension of Time of an approved Rezoning (ZON-5062) FROM: C-2 (GENERAL COMMERCIAL) TO: R-3 (MEDIUM DENSITY RESIDENTIAL) on 2.48 acres adjacent to the northeast corner of Searles Avenue and 23rd Street (APN 139-26-508-016), Ward 3 (Reese). Staff recommends APPROVAL
79. EOT-17460 - APPLICANT/OWNER: SEARLES PROPERTY DEVELOPMENT, LLC - Request for an Extension of Time of an approved Site Development Plan Review (SDR-5063) THAT ALLOWED A 52 UNIT APARTMENT COMPLEX on 2.48 acres adjacent to the northeast corner of Searles Avenue and 23rd Street (APN 139-26-508-016), C-2 (General Commercial) under Resolution of Intent to R-3 (Medium Density Residential) Zone, Ward 3 (Reese). Staff recommends APPROVAL
80. EOT-16702 - APPLICANT: TERRIBLE HERBST, INC. - OWNER: CHEYENNE AND BELTWAY 2005, LLC - Request for an Extension of Time of an approved Special Use Permit (U-0112-00) FOR A LIQUOR ESTABLISHMENT (OFF-PREMISE CONSUMPTION) IN CONJUNCTION WITH A PROPOSED CONVENIENCE STORE on property located at the northwest corner of Cliff Shadows Parkway and the Beltway alignment (APN 137-12-410-009), U (Undeveloped) Zone [PCD (Planned Community Development) General Plan Designation] under Resolution of Intent to PD (Planned Development) Zone, Ward 4 (Brown). Staff recommends APPROVAL

#### **PLANNING & DEVELOPMENT - DISCUSSION**

81. ZON-16915 - PUBLIC HEARING - APPLICANT/OWNER: GHASSAN MISHFERFI - Request for a Rezoning FROM: R-E (RESIDENTIAL ESTATES) TO: R-PD6 (RESIDENTIAL PLANNED DEVELOPMENT - 6 UNITS PER ACRE) on 1.08 acres on the north side of Smoke Ranch Road, approximately 467 feet east of Michael Way (APN 138-13-801-068), Ward 5 (Weekly). The Planning Commission (7-0 vote) and staff recommend APPROVAL
82. VAR-16996 - PUBLIC HEARING - APPLICANT/OWNER: GHASSAN MISHFERFI - Request for a variance TO ALLOW A RESIDENTIAL PLANNED DEVELOPMENT OF 1.08 ACRES WHERE FIVE ACRES IS THE MINIMUM AREA REQUIRED on the north side of Smoke Ranch Road, approximately 467 feet east of Michael Way (APN 138-13-801-068), R-E (Residential Estates) Zone under Resolution of Intent to R-PD6 (Residential Planned Development - 6 Units per Acre), Ward 5 (Weekly). The Planning Commission (7-0 vote) and staff recommend APPROVAL
83. SDR-16914 - PUBLIC HEARING - APPLICANT/OWNER: GHASSAN MISHFERFI - Request for a Site Development Plan Review FOR A 6 LOT SINGLE FAMILY RESIDENTIAL DEVELOPMENT on 1.08 acres on the north side of Smoke Ranch Road, approximately 467 feet east of Michael Way (APN 138-13-801-068), R-E (Residential Estates) Zone under Resolution of Intent to R-PD6 (Residential Planned Development - 6 Units per Acre), Ward 5 (Weekly). The Planning Commission (7-0 vote) and staff recommend APPROVAL
84. SUP-16947 - PUBLIC HEARING - APPLICANT: AMERICAN OUTDOOR ADVERTISING, LLC - OWNER: LDR-DMG MEADOW & DECATUR, LLC - Appeal filed by the applicant from the denial by the Planning Commission of a request for a Special Use Permit FOR A PROPOSED OFF-PREMISE ADVERTISING SIGN (BILLBOARD) at 4600 Meadows Lane (APN 139-31-110-002), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). The Planning Commission (5-2 vote) recommends DENIAL. Staff recommends APPROVAL
85. SUP-16948 - PUBLIC HEARING - APPLICANT: BRINKER NEVADA LLC - OWNER: MONTECITO MARKETPLACE - Request for a Special Use Permit FOR A SUPPER CLUB AND A WAIVER FROM THE 400 FOOT DISTANCE SEPARATION REQUIREMENT FROM AN EXISTING PARK on the southeast corner of Durango Drive and Elkhorn Road (APN 125-20-510-019), TC (Towncenter) Zone [MT-TC (Montecito - Town Center) Special Land Use Designation], Ward 6 (Ross). The Planning Commission (7-0 vote) and staff recommend APPROVAL



86. VAC-16642 - PUBLIC HEARING - OWNER: KOBIE CREEK, LLC - APPLICANT: BRAMBLE HOMES - Petition to vacate a portion of the Gowan Road Right of Way generally located on the northwest corner of Gowan Road and Decatur Boulevard, Ward 6 (Ross). The Planning Commission (7-0 vote) and staff recommend APPROVAL
87. GPA-16201 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: JOHN VIVIER ARCHITECT - OWNER: FRED NAZARYAN - Request to amend a portion of the Southwest Sector of the General Plan FROM: SC (SERVICE COMMERCIAL) TO: GC (GENERAL COMMERCIAL) on 0.51 acres at 5001 West Charleston Boulevard (APN 163-01-502-011), Ward 1 (Tarkanian). The Planning Commission (7-0 vote) and staff recommend DENIAL
88. ZON-16196 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: JOHN VIVIER ARCHITECT - OWNER: FRED NAZARYAN - Request for a Rezoning FROM: C-1 (LIMITED COMMERCIAL) TO: C-2 (GENERAL COMMERCIAL) on 0.51 acres at 5001 West Charleston Boulevard (APN 163-01-502-011), Ward 1 (Tarkanian). The Planning Commission (7-0 vote) and staff recommend DENIAL
89. SUP-16198 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: JOHN VIVIER ARCHITECT - OWNER: FRED NAZARYAN - Request for a Special Use Permit FOR A PROPOSED 3,169 SQUARE FOOT AUTO REPAIR GARAGE, MAJOR AND A WAIVER TO ALLOW SERVICE BAYS TO FACE A PUBLIC RIGHT OF WAY at 5001 West Charleston Boulevard (APN 163-01-502-011), C-1 (Limited Commercial) Zone [PROPOSED: C-2 (General Commercial) Zone], Ward 1 (Tarkanian). The Planning Commission (7-0 vote) and staff recommend DENIAL
90. SUP-16200 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: JOHN VIVIER ARCHITECT - OWNER: FRED NAZARYAN - Request for a Special Use Permit FOR A PROPOSED TOWING SERVICE WITH NO STORAGE at 5001 West Charleston Boulevard (APN 163-01-502-011), C-1 (Limited Commercial) Zone [PROPOSED: C-2 (General Commercial) Zone], Ward 1 (Tarkanian). The Planning Commission (7-0 vote) and staff recommend DENIAL
91. SDR-16197 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: JOHN VIVIER ARCHITECT - OWNER: FRED NAZARYAN - Request for a Site Development Plan Review FOR A PROPOSED 3,169 SQUARE FOOT AUTO REPAIR GARAGE, MAJOR AND A WAIVER OF THE PERIMETER LANDSCAPING REQUIREMENTS on 0.51 acres at 5001 West Charleston Boulevard (APN 163-01-502-011), C-1 (Limited Commercial) Zone [PROPOSED: C-2 (General Commercial) Zone], Ward 1 (Tarkanian). The Planning Commission (7-0 vote) and staff recommend DENIAL
92. ZON-15031 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT/OWNER: 3100 MEADE, LLC - Request for a Rezoning FROM: R-1 (SINGLE FAMILY RESIDENTIAL) TO: C-M (COMMERCIAL/INDUSTRIAL) on 0.80 acres approximately 300 feet north of Meade Avenue, 980 feet west of Rancho Drive (APN 162-08-201-005), Ward 1 (Tarkanian). The Planning Commission (4-2 vote) and staff recommend APPROVAL
93. SDR-15030 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT/OWNER: 3100 MEADE, LLC - Request for a Site Development Plan Review FOR THE CONVERSION OF TWO EXISTING STORAGE BUILDINGS TO A LIGHT MANUFACTURING FACILITY on 0.80 acres approximately 300 feet north of Meade Avenue and 980 feet west of Rancho Drive (APN 162-08-201-005), R-1 (Single Family Residential) Zone [PROPOSED: C-M (Commercial/Industrial) Zone], Ward 1 (Tarkanian). Staff recommends DENIAL. The Planning Commission (4-2 vote) recommends APPROVAL
94. VAR-16144 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: T-MOBILE USA, INC. - OWNER: MESQUITE WOOD 3, LLC - Request for a Variance TO ALLOW A 70-FOOT TALL WIRELESS COMMUNICATIONS TOWER 68.2 FEET FROM RESIDENTIAL PROPERTY WHERE RESIDENTIAL ADJACENCY STANDARDS REQUIRES 210 FEET on 3.82 acres at 1620 Bracken Avenue (APN 162-02-208-001), C-V (Civic) Zone, Ward 3 (Reese). The Planning Commission (6-0-1 vote) and staff recommend DENIAL

95. SUP-16143 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: T-MOBILE USA, INC. - OWNER: MESQUITE WOOD 3, LLC - Request for a Special Use Permit FOR A WIRELESS COMMUNICATION FACILITY, STEALTH DESIGN on 3.82 acres at 1620 Bracken Avenue (APN 162-02-208-001), C-V (Civic) Zone, Ward 3 (Reese). The Planning Commission (6-0-1 vote) and staff recommend DENIAL
96. SUP-15347 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: SUN LOAN COMPANY - OWNER: PLAZA LOS ARCOS, LLC - Request for a Special Use Permit FOR A PROPOSED FINANCIAL INSTITUTION, SPECIFIED AND A WAIVER OF THE 1,000-FOOT DISTANCE SEPARATION REQUIREMENT FROM OTHER FINANCIAL INSTITUTIONS, SPECIFIED at 7591 Washington Avenue, Suites 140 and 150 (APN 138-27-301-015), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). NOTE: The correct applicant is Jim Marchesi/Check City and the correct owner is Buffalo Washington III. Staff recommends DENIAL. The Planning Commission (6-1 vote) recommends APPROVAL
97. RQR-15420 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: RAMZI SULIMAN - OWNER: 3140 VALLEY VIEW, LLC - Required Six Month Review of an approved Special Use Permit (SUP-7359) THAT ALLOWED A LIQUOR ESTABLISHMENT (BEER/WINE/COOLER, OFF-SALE) for an existing market at 3140 South Valley View Boulevard, Suites #3, #4 and #5 (APN 162-08-410-010), Ward 1 (Tarkanian). NOTE: To be heard in conjunction with Morning Session Item 58. Staff recommends APPROVAL
98. GPA-16168 - PUBLIC HEARING - APPLICANT/OWNER: JOHN HERNANDEZ - Request to amend a portion of the Southeast Sector Plan of the Master Plan FROM: L (LOW DENSITY RESIDENTIAL) TO O (OFFICE) on 0.2 acres at 11 Prince Lane (APN: 140-31-812-020), Ward 3 (Reese). Staff recommends DENIAL. The Planning Commission (5-2 vote) recommends APPROVAL
99. ZON-16169 - PUBLIC HEARING - OWNER/APPLICANT: JOHN HERNANDEZ - Request for a Rezoning FROM: R-1 (SINGLE FAMILY RESIDENTIAL) TO: P-R (PROFESSIONAL OFFICE AND PARKING) on 0.2 acres at 11 Prince Lane (APN 140-31-812-020), Ward 3 (Reese). Staff recommends DENIAL. The Planning Commission (5-2 vote) recommends APPROVAL
100. SDR-16174 - PUBLIC HEARING - OWNER/APPLICANT: JOHN HERNANDEZ - Request for a Site Development Plan Review FOR A PROPOSED CONVERSION OF AN EXISTING HOME TO A 1,186 SQUARE FOOT OFFICE BUILDING AND WAIVERS OF THE PERIMETER LANDSCAPING REQUIREMENTS on 0.2 acres at 11 Prince Lane (APN 140-31-812-020), R-1 (Single Family Residential) Proposed P-R (Professional Office and Parking), Ward 3 (Reese). The Planning Commission (4-3 vote) and staff recommend DENIAL
101. GPA-16538 - PUBLIC HEARING - APPLICANT: NATIONAL HOMES CORPORATION - OWNER: NEVADA MANAGEMENT HOLDING COMPANY, LLC - Request to Amend a portion of the Centennial Hills Sector Plan of the Master Plan FROM: DR (DESERT RURAL DENSITY RESIDENTIAL) TO: R (RURAL DENSITY RESIDENTIAL) on 7.02 acres at the southwest corner of Torrey Pines Drive and Azure Drive (APNs 125-26-203-002, 003, and 004), Ward 6 (Ross). NOTE: The applicant has requested this item be held in abeyance to the 12-20-06 City Council Meeting. The Planning Commission (6-1 vote) and staff recommend APPROVAL
102. ZON-16609 - PUBLIC HEARING - APPLICANT: NATIONAL HOMES CORPORATION - OWNER: NEVADA MANAGEMENT HOLDING COMPANY, LLC - Request for a Rezoning FROM: R-E (RESIDENCE ESTATES) TO: R-PD3 (RESIDENTIAL PLANNED DEVELOPMENT - 3 UNITS PER ACRE) on 7.02 acres at the southwest corner of Torrey Pines Drive and Azure Drive (APNs 125-26-203-002, 003, and 004), Ward 6 (Ross). NOTE: The applicant has requested this item be held in abeyance to the 12-20-06 City Council Meeting. The Planning Commission (6-1 vote) and staff recommend APPROVAL
103. WVR-16610 - PUBLIC HEARING - APPLICANT: NATIONAL HOMES CORPORATION - OWNER: NEVADA MANAGEMENT HOLDING COMPANY, LLC - Request for a Waiver to Title 18.12.160 TO ALLOW APPROXIMATELY 173 FEET BETWEEN STREET



INTERSECTIONS WHERE 220 FEET IS THE MINIMUM DISTANCE SEPARATION REQUIRED

- on 7.02 acres at the southwest corner of Torrey Pines Drive and Azure Drive (APNs 125-26-203-002, 003, and 004), R-E (Residence Estates) Zone [PROPOSED R-PD3 (Residential Planned Development - 3 Units Per Acre) Zone], Ward 6 (Ross). The Planning Commission (7-0 vote) recommends DENIAL. NOTE: The applicant has requested this item be held in abeyance to the 12-20-06 City Council Meeting. Staff recommends APPROVAL
104. SDR-16611 - PUBLIC HEARING - APPLICANT: NATIONAL HOMES CORPORATION - OWNER: NEVADA MANAGEMENT HOLDING COMPANY, LLC - Request for a Site Development Plan Review FOR A PROPOSED 21-UNIT SINGLE-FAMILY RESIDENTIAL SUBDIVISION on 7.02 acres at the southwest corner of Torrey Pines Drive and Azure Drive (APNs 125-26-203-002, 003, and 004), R-E (Residence Estates) Zone [PROPOSED: R-PD3 (Residential Planned Development - 3 Units Per Acre) Zone], Ward 6 (Ross). NOTE: The applicant has requested this item be held in abeyance to the 12-20-06 City Council Meeting. The Planning Commission (5-2 vote) and staff recommend APPROVAL
105. VAR-14193 - PUBLIC HEARING - APPLICANT/OWNER: RONALD J. WALKER - This is an appeal filed by the applicant from the denial by the Planning Commission of a request for a Variance TO ALLOW A PROPOSED NON-HABITABLE ACCESSORY STRUCTURE TO BE 4 FEET TALLER THAN THE MAIN DWELLING AND TO ALLOW THIS STRUCTURE TO BE 2,475 SQUARE FEET WHERE 1,613 SQUARE FEET IS PERMITTED on 0.54 acres at 1295 South Tenaya Way (APN 163-03-103-016), R-E (Residence Estates) Zone, Ward 2 (Wolfson). The Planning Commission (6-1 vote) and staff recommend DENIAL
106. SUP-14192 - PUBLIC HEARING - APPLICANT/OWNER: RONALD J. WALKER - This is an appeal filed by the applicant from the denial by the Planning Commission of a request for a Special Use Permit FOR A PROPOSED NON-HABITABLE ACCESSORY STRUCTURE TO BE 4 FEET TALLER THAN THE MAIN DWELLING at 1295 South Tenaya Way (APN 163-03-103-016), R-E (Residence Estates) Zone, Ward 2 (Wolfson). The Planning Commission (6-1 vote) and staff recommend DENIAL
107. VAR-14734 - PUBLIC HEARING - APPLICANT/OWNER: STEVEN PORTNOFF - This is an Appeal filed by the applicant from the denial by the Planning Commission of a request for a Variance TO ALLOW PROPOSED SIX FOOT HIGH BLOCK WALLS IN THE FRONT YARD WHERE FOUR FEET IS THE MAXIMUM HEIGHT ALLOWED on 0.63 acres located on the south side of O'Bannon Drive, approximately 140 feet west of Lisa Lane (APN 163-04-401-002), U [(Undeveloped) Zone, R (Rural) General Plan Designation], Ward 2 (Wolfson). The Planning Commission (7-0 vote) and staff recommend DENIAL
108. VAR-16769 - PUBLIC HEARING - APPLICANT/OWNER: STEVEN PORTNOFF - Request for a Variance TO ALLOW A PROPOSED SINGLE FAMILY DWELLING TO BE FIVE FEET FROM THE SIDE PROPERTY LINE WHERE 10 FEET IS THE MINIMUM SETBACK REQUIRED on 0.63 acres located on the south side of O'Bannon Drive, approximately 140 feet west of Lisa Lane (APN 163-04-401-002), U [(Undeveloped) Zone, R (Rural) General Plan Designation], Ward 2 (Wolfson). Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL
109. VAR-16505 - PUBLIC HEARING - APPLICANT/OWNER: ALVY COOK - Appeal filed by the applicant from the denial by the Planning Commission of a request for a Variance TO ALLOW A FIVE-FOOT REAR YARD SETBACK WHERE 15 FEET IS THE MINIMUM SETBACK REQUIRED FOR A PROPOSED ROOM ADDITION at 1117 Strong Drive (APN 162-05-511-005), R-1 (Single Family Residential) Zone, Ward 1 (Tarkanian). The Planning Commission (6-1 vote) and staff recommend DENIAL
110. RQR-17662 - PUBLIC HEARING - APPLICANT: CLEAR CHANNEL OUTDOOR - OWNER: JAY AND CAROL HARRISON - Required Six Month Review of an approved Variance (V-0023-89) WHICH ALLOWED A 40-FOOT TALL, 14-FOOT BY 48-FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGN 265 FEET FROM AN EXISTING OFF-PREMISE



- (BILLBOARD) SIGN (ACROSS CHARLESTON BOULEVARD), WHERE A 300 FOOT SEPARATION IS REQUIRED at 5301 West Charleston Boulevard (APN 163-01-501-011), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). Staff recommends APPROVAL
111. SUP-17404 - PUBLIC HEARING - APPLICANT/OWNER: CENTENNIAL HILLS CENTER, LLC. - Request for a Special Use Permit FOR A DRIVE-THROUGH FACILITY IN CONJUNCTION WITH A BANK WITHIN A PROPOSED SHOPPING CENTER on 4.49 acres at the northwest corner of Durango Drive and Grand Montecito Parkway, (APN 125-29-601-002 and 020), TC (Towncenter) Zone [SC-TC (Service Commercial - Town Center) Special Land Use Designation], Ward 6 (Ross). The Planning Commission (7-0 vote) and staff recommend APPROVAL
112. SUP-17405 - PUBLIC HEARING - APPLICANT/OWNER: CENTENNIAL HILLS CENTER, LLC. - Request for a Special Use Permit FOR A DRIVE-THROUGH FACILITY WITHIN THE WEST PORTION OF A PROPOSED SHOPPING CENTER on 4.49 acres at the northwest corner of Durango Drive and Grand Montecito Parkway, (APN 125-29-601-002 and 020), TC (Towncenter) Zone [SC-TC (Service Commercial - Town Center) Special Land Use Designation], Ward 6 (Ross). The Planning Commission (7-0 vote) and staff recommend APPROVAL
113. SDR-16952 - PUBLIC HEARING - APPLICANT/OWNER: CENTENNIAL HILLS CENTER, LLC - Request for a Site Development Plan Review FOR A 42,500 SQUARE FOOT SHOPPING CENTER on 4.49 acres at the northwest corner of Durango Drive and Grand Montecito Parkway, (APN 125-29-601-002 and 020), TC (Towncenter) Zone [SC-TC (Service Commercial - Town Center) Special Land Use Designation], Ward 6 (Ross). The Planning Commission (7-0 vote) and staff recommend APPROVAL
114. SUP-16750 - PUBLIC HEARING - APPLICANT: DOUG HERMANSEN - OWNER: CHARLESTON HEIGHTS DEVELOPMENT, LLC - Request for a Special Use Permit FOR A MASSAGE ESTABLISHMENT WITH WAIVERS OF THE 400 FOOT DISTANCE SEPARATION REQUIREMENT FROM A RESIDENTIAL USE AND THE 1000 FOOT DISTANCE SEPARATION REQUIREMENT FROM ANOTHER MASSAGE ESTABLISHMENT at 6800 West Cheyenne Avenue (APN 138-10-816-007), C-1 (Limited Commercial) Zone, Ward 4 (Brown). The Planning Commission (7-0 vote) and staff recommend APPROVAL
115. SUP-16911 - PUBLIC HEARING - APPLICANT: FL SMITH, LLC - OWNER: FORT APACHE COMMONS LTD, LLC - Request for a Special Use Permit FOR A BEER/WINE/COOLER OFF-SALE ESTABLISHMENT at 1101 South Fort Apache Road (APN 163-05-110-006), C-1 (Limited Commercial) Zone, Ward 2 (Wolfson). The Planning Commission (7-0 vote) and staff recommend APPROVAL
116. RQR-17664 - PUBLIC HEARING - APPLICANT/OWNER: D.R. HORTON, INC. - Required One Year Review of an approved Special Use Permit (SUP-9447) WHICH ALLOWED A TEMPORARY REAL ESTATE SALES OFFICE WITH AN UNPAVED LOT adjacent to the southwest corner of Horse Drive and Fort Apache Road (APN 125-08-327-050 thru 055), R-PD6 (Residential Planned Development - 6 Units per Acre) Zone, Ward 6 (Ross). Staff recommends APPROVAL
117. SDR-16919 - PUBLIC HEARING - APPLICANT /OWNER: CHARLESTON & JONES LLC - Request for a Site Development Plan Review and a Waiver of the Perimeter Landscape Buffering Requirement FOR THE CONVERSION OF A 192-UNIT APARTMENT COMPLEX TO A CONDOMINIUM DEVELOPMENT on 7.41 acres at 5905 West Charleston Boulevard (APN 163-01-102-038), R-E (Residence Estates) and C-2 (General Commercial) under Resolution of Intent to R-3 (Medium Density Residential) Zone, Ward 1 (Tarkanian). NOTE: No Waiver is necessary. The Planning Commission (7-0 vote) and staff recommend APPROVAL
118. ROC-17649 - PUBLIC HEARING - APPLICANT: JAY MARTIN - OWNER: THOMAS A. VAN KEMPEN II - Request for a Review of Condition Number 4 of an approved Site Development Plan Review (SDR-13496) TO REMOVE THE CONDITION REQUIRING A PHASING PLAN for an existing school at 3900 East Bonanza Road (APN 140-30-401-011), C-V (Civic) Zone, Ward 3

(Reese). Staff recommends DENIAL

119. ROC-17677 - PUBLIC HEARING - APPLICANT: ANIMAL FOUNDATION - OWNER: CITY OF LAS VEGAS - Request for a Review of Condition Number 1 of an approved Site Development Plan Review (SDR-6883) TO ALLOW TEMPORARY STRUCTURE NUMBER 2 LOCATED ON THE CORNER OF HARRIS STREET AND MANNING STREET TO BE ALLOWED TO REMAIN FOR TWO ADDITIONAL YEARS on 8.39 acres at the southwest corner of Mojave Road and Harris Avenue (APN 139-25-405-008), C-V (Civic) Zone, Ward 3 (Reese). NOTE: The applicant has requested this item be held in abeyance to the 12-20-06 City Council Meeting. Staff recommends DENIAL

**SET DATE**

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

**CITIZENS PARTICIPATION**

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

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

City Clerk's Bulletin Board, City Hall Plaza, 2<sup>nd</sup> Floor Skybridge  
Bulletin Board, City Hall Plaza, (next door to Metro Records)  
Las Vegas Library, 833 Las Vegas Boulevard North  
Clark County Government Center, 500 S. Grand Central Parkway  
Grant Sawyer Building, 555 E. Washington Avenue

**CITY OF LAS VEGAS, NEVADA  
DEPOSIT AND REIMBURSEMENT AGREEMENT  
PROPOSED SPECIAL IMPROVEMENT DISTRICTS**

THIS DEPOSIT AND REIMBURSEMENT AGREEMENT (this "**Agreement**") is made and entered into as of December 18, 2006, by and between the CITY OF LAS VEGAS, NEVADA (the "**City**"), and THE HOWARD HUGHES CORPORATION, a Delaware Corporation (the "**Developer**").

WHEREAS, the Developer has requested that the City conduct proceedings pursuant to the provisions of Nevada Revised Statutes Chapter 271 to form one or more special improvement districts within the City (the "**Districts**"), to levy special assessments, and to issue one or more series of bonds (hereinafter called "**Bonds**") to provide for the construction, acquisition, or furnishing of certain public improvements within the Districts; and

WHEREAS, the Developer owns real property that is included within the boundaries of the proposed Districts; and

WHEREAS, the Developer has agreed to advance moneys to be used by the Director of Finance and Business Services of the City (the "**Director of Finance**") to pay costs and expenses associated with the formation of the Districts, the levy of assessments, and the issuance of Bonds, such advances being subject to reimbursement or credit upon a successful issuance of the Bonds or the termination or abandonment of such proceedings as provided herein; and

WHEREAS, the parties hereto wish to enter into the Agreement to define the terms and conditions under which moneys will be advanced by and reimbursed to the Developer.

NOW THEREFORE, the parties, for mutual consideration, agree as follows:

SECTION 1. ADVANCEMENT OF MONEYS. The Developer shall advance moneys (the "**Moneys**") to the Director of Finance as provided in Section 3 hereof, which Moneys shall be used by the City to pay costs generally described in Section 2 hereof. If the Moneys are not advanced in accordance with Section 3 hereof, the City shall not proceed with the issuance of Bonds.

SECTION 2. USE OF MONEYS ON DEPOSIT. The Director of Finance shall use the Moneys to pay costs and expenses, if any, incidental to or associated with the formation of the Districts, the levy of the assessments, and the issuance of Bonds (collectively, "**Financing Costs**"), including, without limitation, costs and expenses relating to the following, as applicable: (a) the property appraisal, (b) the absorption study, (c) noticing and publication expenses, (d) the assessment engineer, (e) District, assessment, and Bond administration, (f) Swendseid & Stern, a member in Sherman & Howard LLC, as Bond Counsel, (g) the City's financial consultant, and (h) the City's personnel and out-of-pocket costs. The scope of work and terms and conditions of the agreements for the foregoing advisors and special services will be subject to the Director of Finance's approval or as outlined in agreements that will be on file in the Director of Finance's office and available for inspection and review by the Developer. The



Director of Finance shall maintain records of the payment of all Financing Costs and keep such records on file and available for inspection and review by the Developer in the Director of Finance's office.

SECTION 3. DEPOSITS. The Developer shall deposit with the Director of Finance the initial amount of \$350,000 within five (5) business days after this Agreement is executed and delivered by the City. As additional Moneys are required, the Director of Finance shall make demand upon the Developer, and the Developer shall deposit such additional Moneys with the Director of Finance within five (5) business days of receipt of such demand. The Director of Finance shall cause all Moneys received from the Developer to be deposited into a separate interest-bearing account maintained by or at the direction of the Director of Finance. All interest or other amounts earned on Moneys in such account shall be held in such account for the payment of Financing Costs or otherwise applied as set forth in Section 4 hereof.

SECTION 4. REIMBURSEMENT. If the District proceedings are unsuccessful and are terminated or abandoned prior to the issuance of the Bonds, the Director of Finance shall transfer to the Developer all Moneys, including any interest earnings thereon, then on deposit in the account established and maintained pursuant to Section 3 hereof, exclusive of Moneys necessary to pay Financing Costs or portions thereof that have been actually incurred, are not payable contingent upon the successful issuance of the Bonds, and are due and owing as of the date of such termination or abandonment.

The Developer shall have the following options upon the successful issuance of the Bonds:

- A. The Developer may direct the City to reimburse the Developer for the Moneys, and the interest thereon, previously advanced by the Developer from the proceeds of the Bonds;
- B. The Developer may direct the City to return unexpended Moneys, and the interest thereon, to Developer; or
- C. The Developer may direct the City to do any combination of the above.

SECTION 5. RESERVED RIGHTS. This Agreement does not in any way create an obligation or commitment that the City will proceed with the issuance of the Bonds, and the City expressly reserves the right to terminate or abandon the proceedings at any time prior to the issuance of the Bonds, if in the City's sole discretion, it deems such termination or abandonment to be in the best interests of the City.

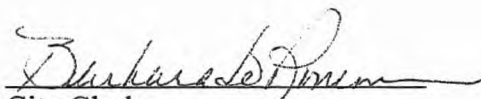
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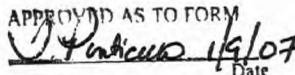
SECTION 6. BINDING EFFECT. This Agreement shall be binding on the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in Clark County, Nevada, as of the date and year first herein above written.

CITY OF LAS VEGAS

  
\_\_\_\_\_  
Mayor  
City of Las Vegas

  
\_\_\_\_\_  
City Clerk  
City of Las Vegas

APPROVED AS TO FORM  
  
\_\_\_\_\_  
Date

THE HOWARD HUGHES CORPORATION,  
a Delaware Corporation

By:   
\_\_\_\_\_  
Title: Top Division Executive



**AGENDA SUMMARY PAGE**  
**CITY COUNCIL MEETING OF: DECEMBER 6, 2006**

**DEPARTMENT: CITY MANAGER**  
**DIRECTOR: DOUGLAS A. SELBY**

☐ Consent ☒ Discussion

**SUBJECT:**  
ADMINISTRATIVE:

Report from the City Manager on Emerging Issues

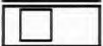
**Fiscal Impact**



No Impact



Augmentation Required



Budget Funds Available

**Amount:**

**Funding Source:**

**Dept./Division:**

**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 after meeting - hardcopy of PowerPoint presentation by City Manager Selby and copy of written comments of Tom McGowan

Minutes:

No motion required. A report was given.

CITY MANAGER SELBY gave an overview on a number of items of interest for the Council, including a recent trip to New York where the Mayor and City staff met with various investment houses to promote Las Vegas. The meetings raised optimistic expectations and resulted in leaving some true believers. The nurses strike has been resolved temporarily due to the intervention of the Mayor and other officials.

Circle Park was discussed due to the temporary park closing because of crime and a recent murder in the park. Efforts are being made to find a way to address the problems and then reopen the park. COUNCILMAN REESE thanked the Las Vegas Metropolitan Police Department (Metro) and the City Marshals for their quick response. It is unfortunate when a neighborhood is afraid to use its neighborhood park. CITY MANAGER SELBY added that there has been a lot of neighborhood support for the City's action.

**CITY COUNCIL MEETING OF: DECEMBER 6, 2006**

A PowerPoint presentation was given on programs and expenditures on homelessness and efforts to prevent homelessness. Although the issue falls under the County, the City has spent \$17 million since 1999 on homeless shelter/care and to prevent people from becoming homeless. COUNCILWOMAN TARKANIAN suggested including the issue in the Strategic Planning Workshop and asking the State for help with additional funding. The homeless community consists of several groups and perhaps one group, such as the mentally ill, could be the immediate focus. CITY MANAGER SELBY agreed to include the issue in the Workshop. DEPUTY CITY MANAGER FRETWELL advised that the State Legislature set aside \$4 million in conjunction with the County and various private coalitions to address homelessness. The funding provides a test case on the support network before going back to the Legislature. The latest report had very high returns and will be provided to the Council. COUNCILMAN WEEKLY added that the last Homeless StandDown was the most successful because of the efforts and funding described.

CITY MANAGER SELBY and CITY ATTORNEY JERBIC reported the status of the ban on smoking and the impact of City licensing. The matter is in litigation. Citations may be issued only by police and the Clark County Health District. MAYOR GOODMAN directed a future agenda item come forward so that the Council can establish necessary policies.

CITY MANAGER SELBY also reported on the FAA right-turn and the Council's past resolution in opposition. Safety concerns exist because the new flight path travels over City population roughly three times the County population without the right-turn path. It also creates a disproportionate impact on minority communities, as well as possible conflicts with the North Las Vegas and Nellis Air Force Base flights. Staff intends to bring forward a future agenda item, pending the January 11th deadline for filing of litigation. COUNCILMAN WOLFSON advised that the consulting attorney retained by the City was very encouraging and recommending filing litigation. He added that the citizens at his Town Hall supported litigation and any associated costs. This is a matter of public safety and quality of life for many, many City residents and not just those of Ward 2. COUNCILWOMAN TARKANIAN stressed that the accidents at the North Las Vegas Airport have not been in an affluent area.

In response to a concern raised by COUNCILMAN WEEKLY with ice cream vendors selling toy guns, CITY MANAGER SELBY explained that Business Services has conducted 59 inspections, issued 6 citations and 29 notices of violation, but 41% of vendors apparently got the message and there were no toy guns or drug paraphernalia found. Staff will remain vigilant.

Lastly, this Sunday is the Las Vegas Marathon, which has become something of a national event and adds to the menu of national sporting events being hosted in the Las Vegas area.

TM/LAS CNCL. MTG. [9A] WED. 6 DEC., '06 (CNCL. CHMB.) (CH. MAY 016)

PUBLIC COMMENT: - (NB: ORAL PUBLIC COMMENT WAS DENIED BY THE MAYOR) .. < (1 min) > ~

AGENDA

Item #43. TOM MCGOWAN; LAS VEGAS RESIDENT: ~ THE FOLLOWING LEADING QUESTIONS AND ASSERTIONS APPLY TO (BUT VARIABLY MAY OR MAY NOT BE ADDRESSED BY) THE CITY MANAGER'S REPORT ON EMERGING ISSUES: -

- Q: ~ SPECIFICALLY, WHO DIRECTED THE SPECIAL CITY COUNCIL MEETING ON MON. 11 DEC., '06, BE HELD AT THE MIRABELLI COMMUNITY CENTER AND NOT IN CITY COUNCIL CHAMBERS AT CITY HALL, - AND WHY?
- Q: - SPECIFICALLY, WHO INITIATED THE DIRECTIVES ORDERING THE UNCONSTITUTIONAL PROHIBITION OF SOLICITATION BY, AND THE FEEDING OF HOMELESS PERSONS, AND THE CLOSURE OF CIRCLE PARK, ~ AND THE (FALSE) ATTRIBUTION OF THOSE UNLAWFUL PUBLIC POLICY ACTIONS TO THE CITY ATTORNEY AND THE CITY MANAGER, RESPECTIVELY?
- Q: ~ WHY DOES THE IMPENDING 10% WATER RATE INCREASE AFFECT ONLY THE CITY OF LAS VEGAS BUT NOT ANY AND ALL OTHER LOCAL JURISDICTIONS WITHIN CLARK COUNTY?
- Q: - HOW DID THE 'NURSING LOCKOUT'-RELATED 'SUMMIT MEETING' CONDUCTED BY STATE, COUNTY AND CITY POLITICIANS ON TUES. 5 DEC., '06, RESULT IN ANYTHING OTHER THAN THE UNLAWFUL CESSATION OF THE SEIU NURSES RIGHT TO PICKET THE UHS HOSPITALS, ~ SINCE THE HOSPITALS HAD ALREADY STATED THE ENTIRE MATTER ('STRIKE', 'LOCK-OUT', 'PICKETING', 'FEDERAL MEDIATION') WAS OF FEDERAL (-ONLY) JURISDICTIONAL CONTEXT? ~ AND: -
- Q: - SPECIFICALLY, WHO INITIATED THE WIDELY-PUBLICIZED STATE AND LOCAL POLITICIANS 'SUMMIT MEETING' (?), - AND HOW (IF AT ALL) DOES IT PRECLUDE THE FUTURE USE OF THE 'OUTSOURCING OF NURSES' TACTIC, BY THE HOSPITALS, AND THE RESULTANT NEGATIVE IMPACT UPON THE PUBLIC HEALTH AND SAFETY OF CURRENT OR ENSUING HOSPITAL PATIENTS?

(CONT'D) Submitted at City Council

Date 12/6/06 Item 43



**Homeless Services Provided by the City of Las Vegas  
utilizing Federal and General Funds  
1999 -2006 Actual 2006 -2007 Estimated**

|                                 |                      |
|---------------------------------|----------------------|
| <b>Housing Total</b>            | <b>\$6,658,719.</b>  |
| <b>Services Total</b>           | <b>\$6,670,731.</b>  |
| <b>Housing + Services Total</b> | <b>\$1,130,688.</b>  |
| <b>Shelter Total</b>            | <b>\$1,094,144.</b>  |
| <b>Rehab/Construction Total</b> | <b>\$1,782,803.</b>  |
| <b>Total</b>                    | <b>\$17,337,085.</b> |

**Summary by Funding Source**

|                        |                      |
|------------------------|----------------------|
| <b>General Fund</b>    | <b>\$4,982,437.</b>  |
| <b>Federal Funds</b>   | <b>\$10,901,405.</b> |
| <b>Weather Shelter</b> | <b>\$1,453,423.</b>  |
| <b>Total</b>           | <b>\$17,337,085.</b> |

(on Item #43, cont'd): ~

.. < (1 mid) > ..

Q: - (related to the FAA Right Turn Flight Path Initiative); - since the greatest danger to commercial air passenger safety is not in the air, but on the ground, ~ and: - since passenger jet aircraft activities on the taxiways and runways at McCarran Airport consumes more oxygen in a single day than all of the ground-based vehicles in Southern Nevada combined, ~ with most these documentable facts included in the City's official argument is opposed to the Right Turn Flight Paths; -

the written text of my Public Comment is submitted and requested inclusion in the meeting minutes. ~ Thank you. (submitted)

Item #44. Tom McGowan, Las Vegas Resident.

• When and where were the open public hearings that allowed public comment on this item held at the formative planning and development stage? ~ And, if none, why not?

Thank you.

Item #45. Tom McGowan, Las Vegas Resident.

• The same question stated in Item #44, also applies to the herein Item #45.

Thank you.

(2.)

Submitted at City Council  
Date: 10/6/06 Item 44/45



**AGENDA SUMMARY PAGE**  
**CITY COUNCIL MEETING OF: DECEMBER 6, 2006**

**DEPARTMENT: CITY MANAGER**  
**DIRECTOR: DOUGLAS A. SELBY**

☐ Consent ☒ Discussion

**SUBJECT:**  
**ADMINISTRATIVE:**

Discussion and possible action on a Presentation and Final Report from CSL Consultants and the Special Events Center Task Force on the possible development of a new special events center in Southern Nevada - All Wards

**Fiscal Impact**

☒  
☐

No Impact

Budget Funds Available

☐

Augmentation Required

**Amount:**

**Funding Source:**

**Dept./Division:**

**PURPOSE/BACKGROUND:**

In May 2006 the City Council approved a joint resolution with the Clark County Board of Commissioners and created the Special Events Center Task Force which was charged with working with a consultant in order to look at a variety of issues relating to the possible development of a new events center in Southern Nevada. CSL consultants performed the necessary research and analysis required for the Task Force to accomplish its mission.

The Task Force and CSL consulting have been meeting for approximately 4 months to review and discuss information on a variety of topics including: the feasibility of the immediate and long term use of the Thomas & Mack, potential revenues and the costs of developing a new events center, site and location criteria for a new events center and possible funding options. CSL has issued a final report on the topics discussed and the Task Force has approved it. Additionally, the Task Force members have developed a list of issues to consider in the development of a special events center as well as recommended future steps.

**RECOMMENDATION:**

Receive the presentation from the Task Force and CSL, accept the final report and provide direction to staff as necessary.

**BACKUP DOCUMENTATION:**

1. Las Vegas Events Center Final Report – Executive Summary
2. Submitted after meeting - Hardcopy of PowerPoint presentation by Bill Rhoda, CSL International
3. Submitted after meeting – Copy of written comments of Tom McGowan

**CITY COUNCIL MEETING OF: DECEMBER 6, 2006**

SELBY to meet with the Clark County Manager and CSL Consultants to hone down the various sites, to begin discussions on potential funding and to come back to the Council with a recommendation within the next 60 days

Passed For: 5; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 2

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

**Minutes:**

PAT CHRISTENSEN, President of Las Vegas Events, gave an overview of the Task Force Committee and its study of a Special Events Center, for which the City and County hired CSL as a consultant. He introduced the President to make the presentation.

BILL RHODA reviewed a PowerPoint Presentation summarizing the consultants involved, the issues researched, economic impact, potential locations for a new facility and limitations of existing facilities. The PowerPoint is made a part of the final minutes.

COUNCILMAN REESE confirmed with MR. RHODA that the project should go forward even without a professional sports team. MR. RHODA added that a professional sports team only changes the funding. Without a new facility, the community is in danger of losing some of the events it currently hosts which will result in a significant economic hit. The Task Force recommendations do not include financing.

COUNCILMAN REESE stressed that a site or site options should be identified even before discussing financing, given the impact of access. MAYOR GOODMAN agreed with COUNCILMAN REESE that the facility is important and loss of a downtown arena had a negative impact on downtown redevelopment efforts. MAYOR GOODMAN emphasized that a professional sports team would add to community cohesiveness.

COUNCILMAN WOLFSON stated that the City of Las Vegas should take the lead on this issue, as there is a need, and it should move forward.

MAYOR GOODMAN gave his thoughts about the vision of the city as a world-class city, which requires world-class venues.

COUNCILMAN WEEKLY questioned where the Committee will go and how more of the community can be involved. CITY MANAGER SELBY responded that the Committee has completed its task and staff will continue to try to engage the public. MAYOR GOODMAN stressed that public hearings will be held before taxpayer money is expended.

### **Executive Summary**

The Las Vegas market is renowned as one of the world's top entertainment and tourism destinations. In recent years, this reputation has grown as the Las Vegas tourism industry has expanded its entertainment offerings to appeal to a wider range of tourist demographics. The addition of several new arenas, theaters and other entertainment venues has provided the market with new entertainment options for tourists and residents of all ages, which has played a key role in the steady growth in annual visitation to the Las Vegas market over the past several years.

In addition to the expansion of the market's tourism industry, the resident population of the Las Vegas market has also grown rapidly in recent years. The population of Clark County has grown from approximately 741,000 in 1990 to 1.8 million in 2005. This strong population growth is expected to continue in future years, with the County's population projected to nearly double to 3.5 million by 2035.

In order to ensure that the Las Vegas market is able to meet the demands of its growing population and tourism base from a sports and entertainment standpoint, the Las Vegas Events Center Task Force ("Task Force") was formed to evaluate the current and potential future facility needs of the market. The University of Nevada-Las Vegas's ("UNLV") Thomas and Mack Center ("TMC") and Sam Boyd Stadium ("SBS") represent the largest indoor and outdoor sports and entertainment venues in the market, respectively. The TMC, which opened in 1983, accommodates a variety of major events, but lacks many of the amenities associated with more modern arenas. Sam Boyd Stadium opened in 1971 and was extensively renovated in 1998. Both venues are the home of various UNLV athletic programs and are owned and operated by the University.

The Task Force is evaluating a variety of potential facility development options to address the Las Vegas market's sports and entertainment needs. The Task Force retained the team of Conventions, Sports & Leisure International ("CSL"), HOK Sport + Venue + Event ("HOK"), Hobbs, Ong & Associates ("Hobbs Ong") and International Facilities Group ("IFG"), collectively referred to as the "Project Team", to conduct a variety of research and analyses related to these potential facility developments. In addition to the firms comprising the Project Team, representatives of UNLV provided services related to the development of the economic impact analysis presented herein. The scope of the analyses completed by the Project Team included the following key tasks:

- Reviewed the historical operations of the TMC and SBS, including event and attendance levels, financial operations and other key operational characteristics;
- Analyzed the key demographic and socioeconomic characteristics of the Las Vegas market, as well as the current and potential future inventory of sports and entertainment venues in the market;



## Executive Summary

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- Collected and analyzed information pertaining to industry trends and standards, including characteristics of recent arena development projects, operating information related to the National Basketball Association (NBA) and the National Hockey League (NHL) and other such information;
- Interviewed existing users of the TMC and SBS and other potential users of a new Events Center, including concert and other event promoters, sports leagues and other users;
- Conducted surveys of Las Vegas area corporations, residents and visitors to assess potential interest in purchasing seating and attending events at a new Events Center;
- Developed estimates related to potential annual event and attendance levels that could be achieved by a renovated TMC and SBS, as well as a new Events Center in Las Vegas;
- Developed a financial model based on the estimated levels of utilization and patron spending derived from the previous tasks and other information pertaining to the Las Vegas market;
- Estimated the existing economic and fiscal impacts generated by the operations of the TMC and SBS, as well as the impacts that could result from the development of a new Events Center in Las Vegas;
- Evaluated several potential Events Center sites; and,
- Identified potential sources of funding for a new Events Center and evaluated the potential funding capacity of those sources.

The following summary focuses on the key findings and recommendations based on the research conducted, and is presented to the Task Force in order to assist in making informed decisions with regard to potential event center development options. As this section is only a summary of the study's findings, the full report should be read in its entirety to ensure that all study methods, assumptions and analyses are considered.

- **The TMC has generally accommodated the market, but the design, condition and location of the venue will not enable it to continue to accommodate the potential markets (major impact events, concerts, family shows, sporting events).**
  - The TMC does not control an adequate inventory of parking spaces to be able to accommodate events with attendance larger than approximately 13,000 people. For larger events, the lack of parking creates a negative overall fan experience, impacting the attractiveness of the facility for events in the future. With the University's continued growth, the current inventory of parking controlled by the TMC will continue to dwindle below existing levels, unless structured parking is developed in close proximity to the TMC.
  - The TMC's location results in significant traffic congestion before and after events, particularly for larger events, resulting in a negative fan experience overall.

## **Executive Summary**

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- The TMC's use as the primary indoor UNLV athletic facility results in scheduling conflicts when competing for other, non-University events such as concerts, family shows and other events that generate significant revenues for the facility.
- The TMC lacks many of the amenities commonly associated with newer NBA, NHL and large municipal arenas, including:
  - The TMC offers only 30 suites at present, compared to 50 or more at comparable NBA, NHL and other large municipal arenas. This factor limits the revenue generating capability of the facility, making it highly unlikely to be able to attract an NBA or NHL tenant in the future.
  - Newer facilities also offer a wider variety of premium seating options, including club seating and loge boxes that are not available at the TMC. Based on the results of the surveys conducted as part of this analysis, there appears to be strong demand for such amenities in the Las Vegas market.
- The TMC is approximately half the square footage of newer NBA facilities, limiting storage and event production spaces, and also impacting patron accessibility.
- The TMC's current rigging capacity of 39,000 pounds is significantly less than the industry standard of approximately 150,000 pounds, impacting the venue's ability to attract major touring events with large stage and sound equipment set-ups.
- The current seating configuration of the TMC does not meet current ADA requirements. Any potential renovation would need to accommodate these requirements to current standards.
- With only one concourse, the number of concession points of sale, restrooms and other fan amenities is significantly limited. This impacts both the overall fan experience as well as the revenue generating potential of the facility.
- While a renovation plan could be developed to address some of these issues, such a project would likely require a significant investment (potentially \$125 to \$150 million), and would have significant impacts on the facility, including the likelihood of requiring the facility to be closed during some portion of the renovation project. In addition, even with a major renovation, it is considered unlikely that an NBA or NHL tenant could be attracted to a renovated venue.



## Executive Summary

- The Las Vegas market is a growing market that is comparable to other markets in the country that currently host an NBA or NHL franchise
  - The market provides both unique advantages and disadvantages unlike most other professional sports markets.
  - Overall, the Las Vegas area's demographic characteristics are generally comparable to those of many NBA-only and NHL-only markets currently hosting recently built arenas.

Summary of Comparative Market Demographics

| Demographic Variable                | Las Vegas | Rank <sup>(1)</sup> | Market Average | Market High | Market Low |
|-------------------------------------|-----------|---------------------|----------------|-------------|------------|
| <b>Comparable NBA Arena Markets</b> |           |                     |                |             |            |
| Current CBSA Population             | 1,816,000 | 5                   | 2,618,000      | 5,240,000   | 1,256,000  |
| 10-Year CBSA Population             | 2,652,000 | 3                   | 2,926,000      | 6,247,000   | 1,343,000  |
| Current Media Market Population     | 1,709,000 | 9                   | 2,963,000      | 5,557,000   | 1,763,000  |
| Median Age                          | 34.8      | T-4                 | 35.1           | 38.8        | 32.8       |
| Median HH EBI                       | \$49,300  | 5                   | \$48,100       | \$53,500    | \$40,700   |
| Corporate Inventory                 | 2,260     | 7                   | 3,940          | 7,590       | 2,040      |
| <b>Comparable NHL Arena Markets</b> |           |                     |                |             |            |
| Current CBSA Population             | 1,816,000 | 5                   | 2,502,000      | 5,379,000   | 922,000    |
| 10-Year CBSA Population             | 2,652,000 | 5                   | 2,896,000      | 6,207,000   | 1,127,000  |
| Current Media Market Population     | 1,709,000 | 8                   | 3,225,000      | 4,464,000   | 1,637,000  |
| Median Age                          | 34.8      | T-3                 | 36.6           | 40.6        | 33.3       |
| Median HH EBI                       | \$49,300  | 5                   | \$50,400       | \$62,400    | \$42,900   |
| Corporate Inventory                 | 2,260     | 8                   | 3,730          | 5,630       | 1,810      |

(1) Rankings are of nine comparable NBA arena markets and nine comparable NHL arena markets. Median age is ranked from youngest to oldest.

Source: Claritas, Inc.; Dun and Bradstreet.

- The Las Vegas metropolitan area is anticipated to experience significant population growth over the next several years, with current population projected to nearly double by 2035. Within the next 10 years, the population of the Las Vegas market is projected to draw significantly closer to the average population among comparable arena markets.
- The median age of Las Vegas-area residents is more than one year younger than the national average, with a relatively high percentage of the population in the 25 to 44 age group, which is generally considered to be the primary market for sports and entertainment events.
- The median household income in the Las Vegas market area is higher than the majority of comparable municipal arena markets, and falls well within the range of existing NHL and NBA markets with recently built facilities.
- The presence of a younger, affluent population in the Las Vegas area could make it a strong market for club seating and other upscale amenities that could be incorporated into a new Events Center.
- The corporate inventory of the Las Vegas market area is also relatively strong compared to other municipal arena markets, and is within the range of NHL and NBA markets with arenas opened since 1995.

## **Executive Summary**

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- Nearly 30 percent of Las Vegas' employment base is derived from the leisure and hospitality industry, compared to less than 10 percent of the national workforce. This could have a negative impact on the ability of many residents to attend NBA or NHL games at the new Events Center, as a relatively high proportion of the workforce is likely to be working during weekday evenings and weekends when games take place. In markets with more traditional workforce characteristics, the majority of the workforce is available to attend games at these times.
- Key tourism indicators, such as hotel occupancy, gaming revenues and airline passengers, have demonstrated steady growth over the past several years. In addition, major investments are being made in hotel and condominium development in the Las Vegas market, an indication that the strong growth of the area is anticipated to continue in future years.
- **The Las Vegas market is potentially capable of supporting a new arena and a professional sports team**
  - As noted previously, the population and corporate inventory of the Las Vegas market area rank similar in size to other markets currently hosting NBA or NHL franchises. Coupled with the projected growth of the market, Las Vegas appears to be poised to be able to support an NBA or NHL franchise.
  - While the Las Vegas market is home to a variety of sports and entertainment options, with no major league professional sports franchises at present, an NBA or NHL franchise in Las Vegas would face limited direct competition for the discretionary sports-related spending of the local population and corporate inventory.
  - Based on surveys of over 200 local corporations, demand appears to be strong for season tickets, club seats, private suites and other premium amenities that could be offered at a new Events Center with an NBA or NHL tenant.
    - The level of positive interest for private suites ranged from 21 to 50 percent depending on the tenants, which exceeds the typical industry market average of 25 percent.
    - The level of positive interest for club seats ranged from 43 to 49 percent depending on the tenants, which exceeds the typical industry market average of 35 percent.
  - Surveys of 275 Las Vegas area residents also indicated strong support for a proposed NBA or NHL franchise and new Events Center compared to other markets. Specifically, 44 and 21 percent of survey respondents indicated a desire to attend NBA or NHL games, respectively.

## Executive Summary

- In addition to the strength of the local population and corporate inventory, surveys conducted with visitors to Las Vegas indicate the potential for additional support from non-residents for attendance at NBA or NHL games as well as potential touring events or special sports events, such as neutral site NCAA games, NBA or NHL All-Star games and other such events.
  - 57 percent of tourists interviewed indicated a desire to attend NBA games, while 50 percent indicated a desire to attend NHL games while in Las Vegas.
  - 69 percent of those tourists indicated an interest in making a special trip to Las Vegas to attend an NBA or NHL game.

Summary of Events Center Event Estimates

| Event Type                        | Stand Alone <sup>(1)</sup>   |                  |                           |                  | With TMC Competition <sup>(2)</sup> |                  |                           |                  |
|-----------------------------------|------------------------------|------------------|---------------------------|------------------|-------------------------------------|------------------|---------------------------|------------------|
|                                   | No Pro Tenant <sup>(3)</sup> |                  | Pro Tenant <sup>(4)</sup> |                  | No Pro Tenant <sup>(3)</sup>        |                  | Pro Tenant <sup>(4)</sup> |                  |
|                                   | Events                       | Total Attendance | Events                    | Total Attendance | Events                              | Total Attendance | Events                    | Total Attendance |
| <i>Professional Sports</i>        |                              |                  |                           |                  |                                     |                  |                           |                  |
| NBA/NHL                           | 2                            | 24,000           | 45                        | 675,000          | 2                                   | 24,000           | 45                        | 675,000          |
| AFL                               | 8                            | 80,000           | 8                         | 80,000           | 8                                   | 80,000           | 8                         | 80,000           |
| <b>Professional Sports Totals</b> | <b>10</b>                    | <b>104,000</b>   | <b>53</b>                 | <b>755,000</b>   | <b>10</b>                           | <b>104,000</b>   | <b>53</b>                 | <b>755,000</b>   |
| <i>Rodeo/Equestrian</i>           |                              |                  |                           |                  |                                     |                  |                           |                  |
| NFR                               | 10                           | 200,000          | 10                        | 200,000          | 10                                  | 200,000          | 10                        | 200,000          |
| PBR                               | 10                           | 160,000          | 4                         | 64,000           | 10                                  | 160,000          | 4                         | 64,000           |
| FEI World Cup                     | 4                            | 20,000           | 4                         | 20,000           | 4                                   | 20,000           | 4                         | 20,000           |
| Other                             | 5                            | 20,000           | 0                         | n/a              | 3                                   | 12,000           | 0                         | n/a              |
| <b>Rodeo/Equestrian Totals</b>    | <b>29</b>                    | <b>400,000</b>   | <b>18</b>                 | <b>284,000</b>   | <b>27</b>                           | <b>392,000</b>   | <b>18</b>                 | <b>284,000</b>   |
| <i>Other Events</i>               |                              |                  |                           |                  |                                     |                  |                           |                  |
| Concerts                          | 18                           | 144,000          | 15                        | 120,000          | 15                                  | 120,000          | 12                        | 96,000           |
| Family Shows                      | 18                           | 72,000           | 15                        | 60,000           | 10                                  | 40,000           | 8                         | 32,000           |
| Boxing                            | 5                            | 37,500           | 3                         | 22,500           | 4                                   | 30,000           | 2                         | 15,000           |
| Neutral Site NCAA Games           | 8                            | 96,000           | 4                         | 48,000           | 8                                   | 96,000           | 4                         | 48,000           |
| Other Sports                      | 18                           | 108,000          | 12                        | 72,000           | 13                                  | 78,000           | 7                         | 42,000           |
| Graduations                       | 10                           | 60,000           | 10                        | 60,000           | 6                                   | 36,000           | 6                         | 36,000           |
| Corporate Events                  | 15                           | 75,000           | 15                        | 75,000           | 10                                  | 50,000           | 10                        | 50,000           |
| Meetings/Banquets                 | 0                            | n/a              | 0                         | n/a              | 0                                   | n/a              | 0                         | n/a              |
| Miscellaneous                     | 20                           | 50,000           | 20                        | 50,000           | 20                                  | 50,000           | 20                        | 50,000           |
| <b>Other Event Totals</b>         | <b>112</b>                   | <b>642,500</b>   | <b>94</b>                 | <b>507,500</b>   | <b>86</b>                           | <b>500,000</b>   | <b>69</b>                 | <b>369,000</b>   |
| <b>Total - All Events</b>         | <b>151</b>                   | <b>1,146,500</b> | <b>165</b>                | <b>1,546,500</b> | <b>123</b>                          | <b>996,000</b>   | <b>140</b>                | <b>1,408,000</b> |

(1) Assumes New Events Center is developed and TMC does not actively pursue non-UNLV athletic events

(2) Assumes New Events Center is developed and TMC continues to actively pursue non-UNLV athletic events

(3) Assumes New Events Center would not host an NBA or NHL tenant.

(4) Assumes New Events Center would host an NBA or NHL tenant.

- Based on interviews with event promoters and other potential facility users, it is estimated that the proposed Events Center could host approximately 151 total events without an NBA franchise, and approximately 165 total events with an NBA franchise, compared to approximately 126 events currently held at TMC.
- These event levels are estimated to attract between approximately 1.1 million and 1.5 million attendees per year.
- If the TMC continues to operate following the development of the new Events Center, the competition presented by the TMC could impact event and attendance levels at the Events Center. In this scenario, it is estimated that the Events Center could host approximately 123 events with total attendance of approximately 1.0 million assuming no NBA franchise, or approximately 140 events with attendance of approximately 1.4 million assuming an NBA tenant.

## Executive Summary

- The proposed Events Center could generate a significant positive cash flow, before debt service, in both scenarios (professional sports tenant/no professional sports tenant)
  - Based on the event and attendance levels outlined previously, it is estimated that the proposed Events Center could generate net operating income of between \$16.6 million and \$18.5 million before debt service without an NBA or NHL tenant, depending on the level of competition from the TMC.
  - With an NBA or NHL tenant, total net income is estimated to range from approximately \$18.5 million to \$20.7 million. However, it is important to note that it is likely that the NBA or NHL franchise would be responsible for operating the Events Center, and would therefore retain the majority, if not all, of the net income from the facility.

Summary of Events Center Financial Estimates

|                                | No TMC Competition <sup>(1)</sup> |                           | With TMC Competition <sup>(2)</sup> |                           |
|--------------------------------|-----------------------------------|---------------------------|-------------------------------------|---------------------------|
|                                | No Pro Tenant <sup>(3)</sup>      | Pro Tenant <sup>(4)</sup> | No Pro Tenant <sup>(3)</sup>        | Pro Tenant <sup>(4)</sup> |
| <b>Revenues</b>                |                                   |                           |                                     |                           |
| Direct Event Income            | \$6,480,000                       | \$4,480,000               | \$5,585,000                         | \$3,700,000               |
| Facility Fee                   | 1,923,000                         | 2,723,000                 | 1,720,000                           | 2,544,000                 |
| Premium seating                | 8,281,000                         | 21,010,000                | 8,281,000                           | 21,010,000                |
| Naming rights                  | 2,700,000                         | 4,000,000                 | 2,700,000                           | 4,000,000                 |
| Food and beverage              | 3,249,000                         | 5,931,000                 | 2,840,000                           | 5,450,000                 |
| Parking                        | 2,902,000                         | 3,916,000                 | 2,515,000                           | 3,558,000                 |
| Advertising                    | 5,000,000                         | 12,000,000                | 5,000,000                           | 12,000,000                |
| Merchandise                    | 385,000                           | 603,000                   | 338,000                             | 559,000                   |
| NBA Team Revenues              | 0                                 | 100,500,000               | 0                                   | 100,500,000               |
| Other                          | 500,000                           | 500,000                   | 500,000                             | 500,000                   |
| Total revenues                 | \$31,420,000                      | \$155,663,000             | \$29,479,000                        | \$153,821,000             |
| <b>Expenses</b>                |                                   |                           |                                     |                           |
| Facility                       | \$4,500,000                       | \$5,500,000               | \$4,500,000                         | \$5,500,000               |
| General & administrative       | 6,000,000                         | 9,500,000                 | 6,000,000                           | 9,500,000                 |
| Management Fee                 | 1,500,000                         | 0                         | 1,500,000                           | 0                         |
| NBA Team Expenses              | 0                                 | 120,000,000               | 0                                   | 120,000,000               |
| Other                          | 900,000                           | 0                         | 900,000                             | 0                         |
| Total expenses                 | \$12,900,000                      | \$135,000,000             | \$12,900,000                        | \$135,000,000             |
| <b>Operating Income (Loss)</b> | <b>\$18,520,000</b>               | <b>\$20,663,000</b>       | <b>\$16,579,000</b>                 | <b>\$18,821,000</b>       |

(1) Assumes New Events Center is developed and TMC does not actively pursue non-UNLV athletic events

(2) Assumes New Events Center is developed and TMC continues to actively pursue non-UNLV athletic events

(3) Assumes New Events Center would not host an NBA or NHL tenant.

(4) Assumes New Events Center would host an NBA or NHL tenant.

Note: Expense estimates include only fixed operating expenses. Revenues are stated net of variable/event expenses

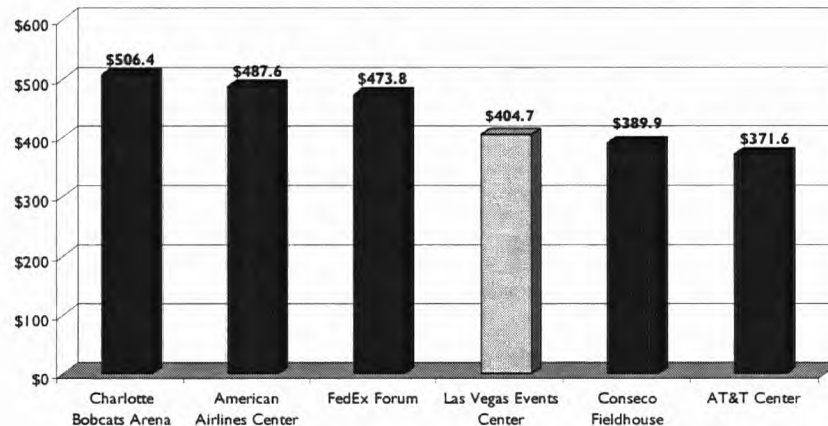
- It should be noted that these estimates do not include debt service payments related to Events Center construction. Based on the construction costs of comparable arenas built in other markets in recent years, debt service related to Events Center construction is likely to be significant.



## Executive Summary

- Based on a preliminary construction cost estimate of approximately \$404.7 million, annual debt service could approximate \$29.4 million, assuming a 30-year term and 6.0 percent interest rate.

Total Project Costs (2010\$)



Note: Costs presented in chart include hard and soft construction costs, and exclude land acquisition and infrastructure costs. The costs for each building represent the cost to replicate the various arenas in Las Vegas with a 2010 opening, and are not representations of the actual cost of each facility in its respective marketplace.

- It should also be noted that the presence of a new Events Center could have a significant impact on the financial operations of the TMC, as the new facility would likely attract many of the events that are currently held at the TMC. Specifically, it is estimated that the presence of the new Events Center could reduce the combined net operating profit of the TMC, SBS and Cox Pavilion by approximately \$1.4 to \$2.0 million per year.

Estimated Impact of Events Center on TMC/SBS/Cox Operations

|                                | On-Going<br>Operations | Scenario 1 <sup>(1)</sup>    |                     | Scenario 2 <sup>(2)</sup>    |                     |
|--------------------------------|------------------------|------------------------------|---------------------|------------------------------|---------------------|
|                                |                        | Impact from<br>Events Center | Adjusted<br>TMC/SBS | Impact from<br>Events Center | Adjusted<br>TMC/SBS |
| <b>Revenues</b>                |                        |                              |                     |                              |                     |
| <i>Event Revenues</i>          |                        |                              |                     |                              |                     |
| Rent & Reimbursements          | \$5,157,000            | (\$3,789,000)                | \$1,368,000         | (\$3,095,000)                | \$2,062,000         |
| Food and beverage              | 9,302,000              | (3,518,000)                  | 5,784,000           | (3,234,000)                  | 6,068,000           |
| Novelties                      | 409,000                | (106,000)                    | 303,000             | (106,000)                    | 303,000             |
| Parking                        | 323,000                | 0                            | 323,000             | 0                            | 323,000             |
| Ticketing                      | 178,000                | 0                            | 178,000             | 0                            | 178,000             |
| VIP Box Leases                 | 340,000                | (300,000)                    | 40,000              | (300,000)                    | 40,000              |
| Miscellaneous                  | 649,000                | (200,000)                    | 449,000             | (200,000)                    | 449,000             |
| Other                          | 791,000                | 0                            | 791,000             | 0                            | 791,000             |
| Total Event Revenues           | 17,149,000             | (7,913,000)                  | 9,236,000           | (6,935,000)                  | 10,214,000          |
| <i>Non-Event Revenues</i>      |                        |                              |                     |                              |                     |
| Sponsorship/Signage            | \$1,915,000            | (\$500,000)                  | \$1,415,000         | (\$500,000)                  | \$1,415,000         |
| Suites                         | 2,800,000              | (1,800,000)                  | 1,000,000           | (1,800,000)                  | 1,000,000           |
| Other                          | 7,030,000              | (1,019,000)                  | 6,011,000           | (712,000)                    | 6,318,000           |
| Total Non-Event Revenues       | 11,745,000             | (3,319,000)                  | 8,426,000           | (3,012,000)                  | 8,733,000           |
| <b>Total revenues</b>          | <b>\$28,894,000</b>    | <b>(\$11,232,000)</b>        | <b>\$17,662,000</b> | <b>(\$9,947,000)</b>         | <b>\$18,947,000</b> |
| <b>Expenses</b>                |                        |                              |                     |                              |                     |
| <i>Event Expenses</i>          |                        |                              |                     |                              |                     |
| Event Expenses                 | \$7,622,000            | (\$4,356,000)                | \$3,266,000         | (\$3,876,000)                | \$3,746,000         |
| Other                          | 14,450,000             | (5,491,000)                  | 8,959,000           | (4,118,250)                  | 10,331,750          |
| <b>Total expenses</b>          | <b>\$22,072,000</b>    | <b>(\$9,847,000)</b>         | <b>\$12,225,000</b> | <b>(\$7,994,250)</b>         | <b>\$14,077,750</b> |
| <b>Operating Income (Loss)</b> |                        |                              |                     |                              |                     |
|                                | <b>\$6,822,000</b>     | <b>(\$1,385,000)</b>         | <b>\$5,437,000</b>  | <b>(\$1,952,750)</b>         | <b>\$4,869,250</b>  |
| <i>Debt and Transfers</i>      |                        |                              |                     |                              |                     |
| Principal and Interest         | \$2,007,000            | \$0                          | \$2,007,000         | \$0                          | \$2,007,000         |
| University Transfer            | 2,905,000              | 0                            | 2,905,000           | 0                            | 2,905,000           |
| <b>Operating Income (Loss)</b> | <b>\$1,910,000</b>     | <b>(\$1,385,000)</b>         | <b>\$525,000</b>    | <b>(\$1,952,750)</b>         | <b>(\$42,750)</b>   |

(1) Assumes no AFL games, rodeo events, concerts, boxing matches and non-tenant sports events and 50% reduction in historical family show event levels.

(2) Assumes no AFL games or rodeo events and 50% reduction in historical concert, family show, boxing and non-tenant sports event levels.



## **Executive Summary**

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- **The economic impact of a new Events Center is significant, with or without a major league sports franchise tenant.**
  - Unlike other facilities similarly sized markets, the Las Vegas market offers the types of attractions and amenities that will help to attract major events that will also have significant interest for visitors, resulting in increased economic impacts for the community as a whole.
  - Based on an estimated construction cost of approximately \$404.7 million, it is estimated that the development of the Events Center could generate approximately \$237.8 million in direct local spending during the three-year construction period. This amount of spending would generate approximately \$405.1 million in total output, which would support approximately 4,100 jobs and approximately \$194.1 million in earnings throughout the construction period.
  - In addition to construction-related impacts, the annual impacts generated by the on-going operations of the Events Center were estimated. Impacts are represented as total economic activity and net new economic activity. Total economic activity represents gross spending associated with the operations of the Events Center regardless of the origin of spending and whether or not the spending would have taken place in another form within the local economy (i.e. displaced spending). Net new economic activity represents gross spending that has been adjusted to account for only the spending that (a) originates from outside the immediate area, (b) originates from inside the area but normally occurs outside the area, or displaced spending.
  - Based on the estimated operating revenues outlined previously, it is estimated that the operations of a new Events Center with no major league sports franchise could generate approximately \$248.3 million in net new annual direct spending, which would support approximately \$393.7 million in total output, including \$155.7 million in earnings, and approximately 5,500 jobs. In addition, this spending would generate approximately \$13.0 million in net new State sales tax revenue and \$1.2 million in State live entertainment tax revenues along with \$2.5 million in County sales tax revenues and \$2.8 million in County lodging tax revenues.
  - With an NBA franchise, total net new direct spending is estimated at approximately \$298.2 million, which would result in approximately \$478.8 million in total output, including \$208.4 million in earnings and 7,300 jobs. In addition, this spending would generate approximately \$12.9 million in State sales tax revenues and \$1.1 million in State live entertainment tax revenues, as well as approximately \$2.5 million in County sales tax revenues and \$2.7 million in County lodging tax revenues.

## Executive Summary

### Estimated Economic and Fiscal Impacts New Las Vegas Events Center

|                          | Gross Impacts <sup>(1)</sup> |               | Net New Impacts <sup>(2)</sup> |               |
|--------------------------|------------------------------|---------------|--------------------------------|---------------|
|                          | No Pro Tenant                | Pro Tenant    | No Pro Tenant                  | Pro Tenant    |
| Direct Spending          | \$320,339,000                | \$412,958,000 | \$248,319,000                  | \$298,217,000 |
| Total Output             | \$508,033,000                | \$663,424,000 | \$393,735,000                  | \$478,822,000 |
| Earnings                 | \$201,843,000                | \$290,872,000 | \$155,695,000                  | \$208,444,200 |
| Jobs (3)                 | 7,100                        | 10,300        | 5,500                          | 7,300         |
| State Tax Revenues       |                              |               |                                |               |
| State Sales              | \$17,485,000                 | \$18,101,000  | \$13,031,000                   | \$12,932,000  |
| State Live Entertainment | 2,767,000                    | 4,008,000     | 1,178,000                      | 1,127,000     |
| Total State Taxes        | \$20,252,000                 | \$22,109,000  | \$14,209,000                   | \$14,059,000  |
| County Tax Revenues      |                              |               |                                |               |
| County Sales             | \$3,363,000                  | \$3,481,000   | \$2,506,000                    | \$2,487,000   |
| County Lodging           | 3,392,000                    | 3,395,000     | 2,757,000                      | 2,726,000     |
| Total County Taxes       | \$6,755,000                  | \$6,876,000   | \$5,263,000                    | \$5,213,000   |

(1) Represents gross impacts associated with the operations of the facility regardless of the origin of spending and whether or not the spending would have taken place in another form within the local economy.

(2) Represents impacts after adjusting the gross impacts to account for only the spending that (a) originates from outside the immediate area, (b) originates from inside the area but normally occurs outside the area, or displaced spending.

(3) Includes full- and part-time jobs

Note: Impacts in the table include some impacts currently generated by the presence of the TMC.

- The net present values (NPV) of the impacts estimated to be generated by the proposed Events Center are significantly higher than the NPV's estimated to be generated by the TMC in future years. Specifically, the NPV of the total output related to the operations of the Events Center in its first 30 years of operation is estimated to be approximately \$3.5 to \$4.5 billion higher than the NPV of output associated with TMC operations. The incremental NPV of State taxes generated by the Events Center are estimated to approximate \$194.7 to \$197.4 million, while the incremental NPV of County taxes generated by the Events Center are estimated to approximate \$71.6 to \$72.5 million.

### Estimated Incremental Economic and Fiscal Impacts Resulting from Events Center Operations 30-Year Net Present Value

|                          | TMC             | NPV of Arena Generated Impacts (1) |                 | Net New Impacts (2) |                 |
|--------------------------|-----------------|------------------------------------|-----------------|---------------------|-----------------|
|                          |                 | No Pro Tenant                      | Pro Tenant      | No Pro Tenant       | Pro Tenant      |
| Direct Spending          | \$1,262,584,000 | \$4,779,290,000                    | \$5,743,318,000 | \$3,516,706,000     | \$4,480,734,000 |
| Total Output             | \$1,999,209,000 | \$7,578,062,000                    | \$9,221,364,000 | \$5,578,853,000     | \$7,222,155,000 |
| Earnings                 | \$782,873,000   | \$2,996,588,000                    | \$4,013,872,000 | \$2,213,715,000     | \$3,230,999,000 |
| Jobs (3)                 | 2,600           | 5,500                              | 7,300           | 2,900               | 4,700           |
| State Tax Revenues       |                 |                                    |                 |                     |                 |
| State Sales              | \$69,112,000    | \$250,803,000                      | \$249,090,000   | \$181,691,000       | \$179,978,000   |
| State Live Entertainment | 6,960,000       | 22,680,000                         | 21,689,000      | 15,720,000          | 14,729,000      |
| Total State Taxes        | \$76,072,000    | \$273,483,000                      | \$270,779,000   | \$197,411,000       | \$194,707,000   |
| County Tax Revenues      |                 |                                    |                 |                     |                 |
| County Sales             | \$13,291,000    | \$48,231,000                       | \$47,902,000    | \$34,940,000        | \$34,611,000    |
| County Lodging           | 15,491,000      | 53,078,000                         | 52,458,000      | 37,587,000          | 36,967,000      |
| Total County Taxes       | \$28,782,000    | \$101,309,000                      | \$100,360,000   | \$72,527,000        | \$71,578,000    |

(1) Represents 30-year NPV of estimated arena-related spending and impacts that are assumed to not take place in Las Vegas if not for the presence of the TMC or the new Events Center.

(2) Incremental impacts of new Events Center as compared to impacts estimated to be generated by the existing TMC.

(3) Includes full- and part-time jobs. Represents jobs supported in first year of operations.

Note: All NPV calculations assume a 6.0% discount rate.

## **Executive Summary**

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- In addition to the direct economic and fiscal impacts, the presence of a new Events Center could result in significant non-quantifiable impacts for the community, including:
  - Enhanced growth and ancillary private sector development spurred by the presence of the new Events Center;
  - Diversified entertainment alternatives for local residents as well as visitors;
  - New advertising opportunities for local businesses;
  - Enhanced community pride, self-image, exposure and reputation; and,
  - Other such benefits.
- **A number of potential sites are viable locations for a new Events Center, depending on the development parameters.**
  - The purpose of the site analysis was to identify potential sites within the Las Vegas marketplace that could be capable of accommodating the footprint of the proposed event center and provide or have the capability to provide the appropriate level of infrastructure including parking and accessibility via roads and public transportation.
  - In order to provide for a comprehensive review of potential sites, the Task Force approved the issuance of a Request of Information (“RFI”) with regard to identifying potential sites for such a facility. (See Appendix E). The RFI requested private entities to submit information about sites capable of accommodating the proposed Events Center.
  - The issuance of the RFI and this analysis comprise the first steps in determining the interest and capabilities of developers and other interested entities to provide a site. Local governing bodies were not asked to formally submit sites through the RFI process. CSL representatives met personally with the local municipalities to identify potential sites in their jurisdictions.
  - 17 sites have been submitted either through the RFI process or meetings with local governing bodies.

# Executive Summary

Summary of Potential Las Vegas Sites

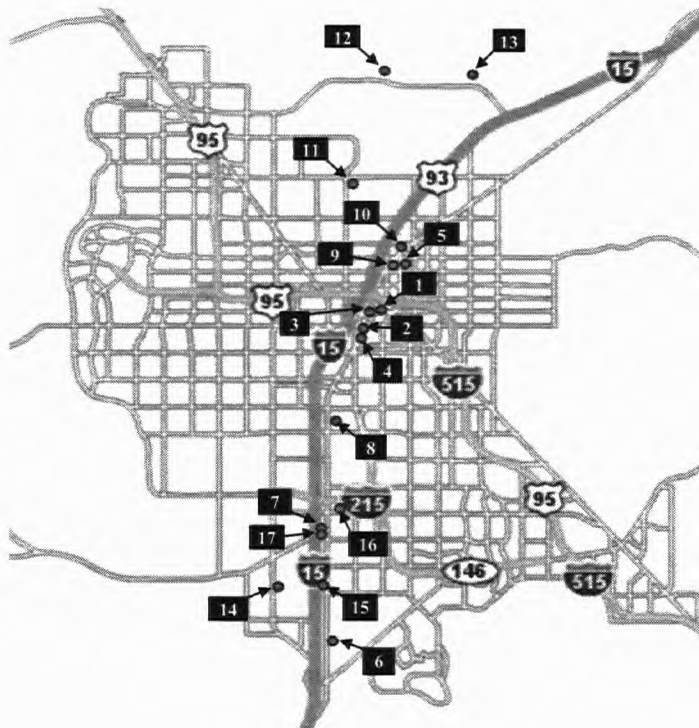
| Site                      | Total Site Acreage | Parcels | Ownership                    | Land and Improvement Value <sup>1</sup> | Market Values <sup>2</sup>       | Access to Freeway |
|---------------------------|--------------------|---------|------------------------------|-----------------------------------------|----------------------------------|-------------------|
| 1 Downtown Site 1         | 11.50              | 42      | Multiple Owners              | \$16,110,187                            | N/A                              | Adjacent          |
| 2 Downtown Site 2         | 10.00              | 1       | Clark County                 | \$21,200,000                            | N/A                              | Adjacent          |
| 3 Downtown Site 3         | 5.50               | 25      | Developer                    | \$16,892,283                            | N/A                              | 0.62 Miles        |
| 4 Downtown Site 4         | 60.00              | 10      | Multiple Owners              | \$13,631,669 *                          | \$136,500,000 to \$168,000,000 * | Adjacent          |
| 5 Cashman                 | 55.00              | 2       | LVCVA                        | N/A                                     | N/A                              | 0.33 Miles        |
| 6 Olympia                 | 250.00             | 11      | Olympia Land Corporation     | \$17,738,271 *                          | \$75,000,000 *                   | Adjacent          |
| 7 Nassiri                 | 66.11              | 3       | Fred Nassiri                 | \$20,410,236 *                          | \$63,000,000 to \$84,000,000 *   | Adjacent          |
| 8 Harrah's                | 28.00              | 6       | Four Entities                | \$131,087,172 *                         | N/A *                            | 1.0 Mile          |
| 9 North Las Vegas Site 1  | 23.78              | 2       | B.E. Trade Investments Group | \$8,616,686                             | N/A                              | 0.36 Miles        |
| 10 North Las Vegas Site 2 | 32.35              | 2       | Bradshaw & Associates        | \$8,221,977 *                           | N/A *                            | 0.43 Miles        |
| 11 North Las Vegas Site 3 | 150.02             | 1       | Athena Group                 | \$4,528,027 *                           | \$16,800,000 to \$18,200,000 *   | 1.5 Miles         |
| 12 North Las Vegas Site 4 | 53.61              | 1       | Land Investors, LLC          | \$5,232,960 *                           | N/A                              | Adjacent          |
| 13 North Las Vegas Site 5 | 731.98             | 1       | NSHE/UNLV                    | N/A                                     | N/A                              | Adjacent          |
| 14 Clark County           | 59.15              | 1       | Clark County                 | N/A                                     | N/A                              | 1.4 miles         |
| 15 Koroghli – Mobile 18   | 37.67              | 2       | Ray Koroghli                 | \$17,035,420 *                          | \$63,551,898 *                   | Adjacent          |
| 16 Koroghli – Mobile 215  | 10.00              | 3       | Ray Koroghli                 | \$9,084,874                             | \$47,900,000                     | 0.37 Miles        |
| 17 Koroghli – Oasis       | 72.00              | 7       | Ray Koroghli                 | \$13,138,175 *                          | \$95,223,700 *                   | Adjacent          |

(1) Based on the 2006 Clark County tax assessment.

(2) Based on discussions with real-estate professionals and property owners.

(\*) Assessed and market value based on a 21-acre site.

N/A = Not Available





## Executive Summary

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At this time, a definitive scoring of the 17 sites with a resulting ranking has not been performed. While each of the 17 potential sites exhibits both strengths and weaknesses, no site is ideal in every way, nor is any site ultimately unworkable. However, based on a preliminary evaluation, the sites have been classified into three tiers, with Tier One sites considered most viable:

| <u><b>Tier One</b></u> | <u><b>Tier Two</b></u> | <u><b>Tier Three</b></u> |
|------------------------|------------------------|--------------------------|
| Downtown Site 1        | Clark County           | Cashman                  |
| Downtown Site 3        | Downtown Site 4        | Downtown Site 2          |
| Nassiri                | Harrah's               | Koroghli Mobile 215      |
| Olympia                | Koroghli Mobile 18     | North Las Vegas Site 2   |
|                        | Koroghli Oasis         | North Las Vegas Site 4   |
|                        | North Las Vegas Site 1 | North Las Vegas Site 5   |
|                        | North Las Vegas Site 3 |                          |

- **Public participation will be an important component of the financing structure for the Events Center development program.**
  - With the trends toward the development of new, multi-use Events Centers around the country, the public sector has realized the potential benefits of public investment in such facilities.
  - The average cost of similar facilities has increased significantly in recent years, pushing the average adjusted cost of recently built NBA facilities to approximately \$430.8 million.
  - Of the seven single-tenant NBA or NHL facilities opened since 1995, the public has contributed an average of 68 percent of the total project cost. Public funding is typically derived through a variety of tax sources, including sales taxes, lodging taxes, vehicle rental taxes, entertainment taxes, income taxes, property taxes and other such sources.
  - The private sector has contributed approximately 32 percent towards the cost of construction for recently built single tenant NBA or NHL facilities, with these funds derived primarily from facility or franchise revenues, including contractually obligated income such as naming rights, long-term sponsorships, long-term suite contracts and other such sources.



## Executive Summary

- Potential public and private revenue sources that could be used to fund Events Center construction in Las Vegas could include:

### *Public Sources:*

- Auto rental tax
- Ticket tax
- Hotel/motel tax
- Entertainment tax
- Sales tax
- Food and beverage tax
- Property tax

### *Private Sources:*

- Naming rights
- Sponsorships
- Private suites
- Club seats
- Team equity
- Concessionaire
- Parking

- Dedicating contractually obligated revenues to debt service rather than allowing a potential NBA or NHL tenant to retain those revenues would negatively impact the potential profitability of the franchise, which could hinder the ability of the Events Center to attract an NBA or NHL franchise.

**Estimated Funding Covered by Facility Income**

|                                              |                      |                   |
|----------------------------------------------|----------------------|-------------------|
| Estimated Construction Cost                  | \$404,700,000        |                   |
|                                              | <b>No Pro Tenant</b> | <b>Pro Tenant</b> |
| % of Cost Covered by Tenant                  | 0%                   | 32%               |
| Remaning Cost to be Funded                   | \$404,700,000        | \$275,196,000     |
| Estimated Annual Debt Service <sup>(1)</sup> | \$29,401,000         | \$19,993,000      |
| Estimated Operating Income <sup>(2)</sup>    | \$18,520,000         | \$20,663,000      |
| % of Income Dedicated to Debt                | 100%                 | 0% <sup>(3)</sup> |
| Total Dedicated to Debt                      | \$18,520,000         | \$2,723,000       |
| % of Debt Service Covered                    | 63%                  | 14%               |
| Estimated Annual Funding Gap                 | \$10,881,000         | \$17,270,000      |

(1) Assumes a 30-year term and a 6.0 percent interest rate.

(2) Assumes no competition from the TMC. If the TMC is in competition with the Events Center, operating income is estimated to decrease to approximately \$16.6 million for the No Tenant scenario, which would cover an estimated 56% of debt service, resulting in a funding gap of approximately \$12.8 million.

(3) Assumes only Ticket Fee revenue would be dedicated to debt service, with the professional sports tenant retaining the remaining arena income.



# Key Findings Related to the Evaluation of the Proposed Las Vegas Special Events Center

*Presented to:*

**The City of Las Vegas Council  
&  
Clark County Board of  
Commissioners**



**December 5, 2006**



The purpose of the Las Vegas Events Center Task Force shall be to, with the help of experts and consultants to:

- Identify primary stakeholders, potential revenue streams and the cost of an events center and evaluate the feasibility of the immediate and long-term use of the Thomas & Mack Center; and
- Conduct an economic impact study on the value of a new state-of-the-art special events center, including the effect locally on tourism and jobs; and
- Determine the most viable location for a special events center, a general design of an arena, a project schedule and target completion date, options for operation and/or ownership of an arena and research the viability of a professional sports franchise anchor tenant; and
- Evaluate financing models and review growth projections for the Las Vegas Valley through 2017, including demographics, income and density.

## Key Finding #1

- *TMC has generally accommodated the market, but the design, condition and location of the venue will not enable it to continue to accommodate the potential event markets (major impact events, concerts, family shows, sporting events)*
  - TMC has been well-maintained since its opening
  - TMC has a number of shortcomings difficult to overcome
  - Renovation could cost \$125 to \$150 million and may not adequately address these issues.



- *The Las Vegas market is a growing market that is comparable to other markets in the country that currently host an NBA or NHL franchise.*
  - The market provides both unique advantages and disadvantages unlike most other professional sports markets
  - Demographics generally comparable to those of many NBA-only and NHL-only markets with recently built arenas.
  - Population of metropolitan area projected to nearly double by 2035.
  - High proportion of employment base derived from the leisure and hospitality industry, which could impact residents' ability to attend events on evenings and weekends.
  - Key tourism indicators have demonstrated steady growth over the past several years.

- *The Las Vegas market is potentially capable of supporting a new arena and a professional sports team.*
  - **Based on current population and corporate base and anticipated future growth, Las Vegas appears to be poised to be able to support an NBA or NHL franchise.**
  - **Franchise would face limited direct sports competition due to lack of major professional sports in market.**
  - **There is a significant level of competition for entertainment spending in the local market place.**
  - **Survey analysis indicated interest among local corporations, local residents and non-local visitors in attending events and purchasing seating.**

# Key Finding #3 (continued)

Summary of Events Center Event Estimates

| Event Type                        | Stand Alone <sup>(1)</sup>   |                  |                           |                  | With TMC Competition <sup>(2)</sup> |                  |                           |                  |
|-----------------------------------|------------------------------|------------------|---------------------------|------------------|-------------------------------------|------------------|---------------------------|------------------|
|                                   | No Pro Tenant <sup>(3)</sup> |                  | Pro Tenant <sup>(4)</sup> |                  | No Pro Tenant <sup>(3)</sup>        |                  | Pro Tenant <sup>(4)</sup> |                  |
|                                   | Events                       | Total Attendance | Events                    | Total Attendance | Events                              | Total Attendance | Events                    | Total Attendance |
| <i>Professional Sports</i>        |                              |                  |                           |                  |                                     |                  |                           |                  |
| NBA/NHL                           | 2                            | 24,000           | 45                        | 675,000          | 2                                   | 24,000           | 45                        | 675,000          |
| AFL                               | 8                            | 80,000           | 8                         | 80,000           | 8                                   | 80,000           | 8                         | 80,000           |
| <b>Professional Sports Totals</b> | <b>10</b>                    | <b>104,000</b>   | <b>53</b>                 | <b>755,000</b>   | <b>10</b>                           | <b>104,000</b>   | <b>53</b>                 | <b>755,000</b>   |
| <i>Rodeo/Equestrian</i>           |                              |                  |                           |                  |                                     |                  |                           |                  |
| NFR                               | 10                           | 200,000          | 10                        | 200,000          | 10                                  | 200,000          | 10                        | 200,000          |
| PBR                               | 10                           | 160,000          | 4                         | 64,000           | 10                                  | 160,000          | 4                         | 64,000           |
| FBI World Cup                     | 4                            | 20,000           | 4                         | 20,000           | 4                                   | 20,000           | 4                         | 20,000           |
| Other                             | 5                            | 20,000           | 0                         | n/a              | 3                                   | 12,000           | 0                         | n/a              |
| <b>Rodeo/Equestrian Totals</b>    | <b>29</b>                    | <b>400,000</b>   | <b>18</b>                 | <b>284,000</b>   | <b>27</b>                           | <b>392,000</b>   | <b>18</b>                 | <b>284,000</b>   |
| <i>Other Events</i>               |                              |                  |                           |                  |                                     |                  |                           |                  |
| Concerts                          | 18                           | 144,000          | 15                        | 120,000          | 15                                  | 120,000          | 12                        | 96,000           |
| Family Shows                      | 18                           | 72,000           | 15                        | 60,000           | 10                                  | 40,000           | 8                         | 32,000           |
| Boxing                            | 5                            | 37,500           | 3                         | 22,500           | 4                                   | 30,000           | 2                         | 15,000           |
| Neutral Site NCAA Games           | 8                            | 96,000           | 4                         | 48,000           | 8                                   | 96,000           | 4                         | 48,000           |
| Other Sports                      | 18                           | 108,000          | 12                        | 72,000           | 13                                  | 78,000           | 7                         | 42,000           |
| Graduations                       | 10                           | 60,000           | 10                        | 60,000           | 6                                   | 36,000           | 6                         | 36,000           |
| Corporate Events                  | 15                           | 75,000           | 15                        | 75,000           | 10                                  | 50,000           | 10                        | 50,000           |
| Meetings/Banquets                 | 0                            | n/a              | 0                         | n/a              | 0                                   | n/a              | 0                         | n/a              |
| Miscellaneous                     | 20                           | 50,000           | 20                        | 50,000           | 20                                  | 50,000           | 20                        | 50,000           |
| <b>Other Event Totals</b>         | <b>112</b>                   | <b>642,500</b>   | <b>94</b>                 | <b>507,500</b>   | <b>86</b>                           | <b>500,000</b>   | <b>69</b>                 | <b>369,000</b>   |
| <b>Total - All Events</b>         | <b>151</b>                   | <b>1,146,500</b> | <b>165</b>                | <b>1,546,500</b> | <b>123</b>                          | <b>996,000</b>   | <b>140</b>                | <b>1,408,000</b> |

(1) Assumes New Events Center is developed and TMC does not actively pursue non-UNLV athletic events

(2) Assumes New Events Center is developed and TMC continues to actively pursue non-UNLV athletic events

(3) Assumes New Events Center would not host an NBA or NHL tenant

(4) Assumes New Events Center would host an NBA or NHL tenant

- ***The proposed Events Center could generate a significant positive cash flow, before debt service, in both scenarios (Professional sports tenant/No professional sports tenant).***

Summary of Events Center Financial Estimates

|                                | No TMC Competition <sup>(1)</sup> |                           | With TMC Competition <sup>(2)</sup> |                           |
|--------------------------------|-----------------------------------|---------------------------|-------------------------------------|---------------------------|
|                                | No Pro Tenant <sup>(3)</sup>      | Pro Tenant <sup>(4)</sup> | No Pro Tenant <sup>(3)</sup>        | Pro Tenant <sup>(4)</sup> |
| <b>Revenues</b>                |                                   |                           |                                     |                           |
| Direct Event Income            | \$6,480,000                       | \$4,480,000               | \$5,585,000                         | \$3,700,000               |
| Facility Fee                   | 1,923,000                         | 2,723,000                 | 1,720,000                           | 2,544,000                 |
| Premium seating                | 8,281,000                         | 21,010,000                | 8,281,000                           | 21,010,000                |
| Naming rights                  | 2,700,000                         | 4,000,000                 | 2,700,000                           | 4,000,000                 |
| Food and beverage              | 3,249,000                         | 5,931,000                 | 2,840,000                           | 5,450,000                 |
| Parking                        | 2,902,000                         | 3,916,000                 | 2,515,000                           | 3,558,000                 |
| Advertising                    | 5,000,000                         | 12,000,000                | 5,000,000                           | 12,000,000                |
| Merchandise                    | 385,000                           | 603,000                   | 338,000                             | 559,000                   |
| NBA Team Revenues              | 0                                 | 100,500,000               | 0                                   | 100,500,000               |
| Other                          | 500,000                           | 500,000                   | 500,000                             | 500,000                   |
| Total revenues                 | \$31,420,000                      | \$155,663,000             | \$29,479,000                        | \$153,821,000             |
| <b>Expenses</b>                |                                   |                           |                                     |                           |
| Facility                       | \$4,500,000                       | \$5,500,000               | \$4,500,000                         | \$5,500,000               |
| General & administrative       | 6,000,000                         | 9,500,000                 | 6,000,000                           | 9,500,000                 |
| Management Fee                 | 1,500,000                         | 0                         | 1,500,000                           | 0                         |
| NBA Team Expenses              | 0                                 | 120,000,000               | 0                                   | 120,000,000               |
| Other                          | 900,000                           | 0                         | 900,000                             | 0                         |
| Total expenses                 | \$12,900,000                      | \$135,000,000             | \$12,900,000                        | \$135,000,000             |
| <b>Operating Income (Loss)</b> | <b>\$18,520,000</b>               | <b>\$20,663,000</b>       | <b>\$16,579,000</b>                 | <b>\$18,821,000</b>       |

(1) Assumes New Events Center is developed and TMC does not actively pursue non-UNLV athletic events.

(2) Assumes New Events Center is developed and TMC continues to actively pursue non-UNLV athletic events.

(3) Assumes New Events Center would not host an NBA or NHL tenant.

(4) Assumes New Events Center would host an NBA or NHL tenant.

Note: Expense estimates include only fixed operating expenses. Revenues are stated net of variable/event expenses.

Pro Tenant scenario is based on an assumed NBA tenant franchise. Financials for an NHL franchise may vary from these estimates.



- *The economic impact of a new Events Center is significant, with or without a major league sports franchise tenant.*

Estimated Economic and Fiscal Impacts  
New Las Vegas Events Center

|                           | Gross Impacts        |                      | Net New Impacts      |                      |
|---------------------------|----------------------|----------------------|----------------------|----------------------|
|                           | No Pro Tenant        | Pro Tenant           | No Pro Tenant        | Pro Tenant           |
| Direct Spending           | \$320,339,000        | \$412,958,000        | \$248,319,000        | \$298,217,000        |
| <b>Total Output</b>       | <b>\$508,033,000</b> | <b>\$663,424,000</b> | <b>\$393,735,000</b> | <b>\$478,822,000</b> |
| Earnings                  | \$201,843,000        | \$290,872,000        | \$155,695,000        | \$208,444,200        |
| Jobs                      | 7,100                | 10,300               | 5,500                | 7,300                |
| State Tax Revenues        |                      |                      |                      |                      |
| State Sales               | \$17,485,000         | \$18,101,000         | \$13,031,000         | \$12,932,000         |
| State Live Entertainment  | 2,767,000            | 4,008,000            | 1,178,000            | 1,127,000            |
| <b>Total State Taxes</b>  | <b>\$20,252,000</b>  | <b>\$22,109,000</b>  | <b>\$14,209,000</b>  | <b>\$14,059,000</b>  |
| County Tax Revenues       |                      |                      |                      |                      |
| County Sales              | \$3,363,000          | \$3,481,000          | \$2,506,000          | \$2,487,000          |
| County Lodging            | 3,392,000            | 3,395,000            | 2,757,000            | 2,726,000            |
| <b>Total County Taxes</b> | <b>\$6,755,000</b>   | <b>\$6,876,000</b>   | <b>\$5,263,000</b>   | <b>\$5,213,000</b>   |
| <b>Total Taxes</b>        | <b>\$27,007,000</b>  | <b>\$28,985,000</b>  | <b>\$19,472,000</b>  | <b>\$19,272,000</b>  |
| Existing TMC Output       | \$247,678,000        | \$247,678,000        | \$189,958,000        | \$189,958,000        |
| <b>Incremental Output</b> | <b>\$260,355,000</b> | <b>\$415,746,000</b> | <b>\$203,777,000</b> | <b>\$288,864,000</b> |
| Existing TMC Taxes        | \$13,961,000         | \$13,961,000         | \$9,853,000          | \$9,853,000          |
| <b>Incremental Taxes</b>  | <b>\$13,046,000</b>  | <b>\$15,024,000</b>  | <b>\$9,619,000</b>   | <b>\$9,419,000</b>   |



## Key Finding #5 (continued)

### Estimated Incremental Economic and Fiscal Impacts Resulting from Events Center Operations 30-Year Net Present Value

|                          | NPV of Arena Generated Impacts (1) |                 |                 | Net New Impacts (2) |                 |
|--------------------------|------------------------------------|-----------------|-----------------|---------------------|-----------------|
|                          | TMC                                | Events Center   |                 | No Pro Tenant       | Pro Tenant      |
|                          |                                    | No Pro Tenant   | Pro Tenant      |                     |                 |
| Direct Spending          | \$1,262,584,000                    | \$4,779,290,000 | \$5,743,318,000 | \$3,516,706,000     | \$4,480,734,000 |
| Total Output             | \$1,999,209,000                    | \$7,578,062,000 | \$9,221,364,000 | \$5,578,853,000     | \$7,222,155,000 |
| Earnings                 | \$782,873,000                      | \$2,996,588,000 | \$4,013,872,000 | \$2,213,715,000     | \$3,230,999,000 |
| Jobs (3)                 | 2,600                              | 5,500           | 7,300           | 2,900               | 4,700           |
| State Tax Revenues       |                                    |                 |                 |                     |                 |
| State Sales              | \$69,112,000                       | \$250,803,000   | \$249,090,000   | \$181,691,000       | \$179,978,000   |
| State Live Entertainment | 6,960,000                          | 22,680,000      | 21,689,000      | 15,720,000          | 14,729,000      |
| Total State Taxes        | \$76,072,000                       | \$273,483,000   | \$270,779,000   | \$197,411,000       | \$194,707,000   |
| County Tax Revenues      |                                    |                 |                 |                     |                 |
| County Sales             | \$13,291,000                       | \$48,231,000    | \$47,902,000    | \$34,940,000        | \$34,611,000    |
| County Lodging           | 15,491,000                         | 53,078,000      | 52,458,000      | 37,587,000          | 36,967,000      |
| Total County Taxes       | \$28,782,000                       | \$101,309,000   | \$100,360,000   | \$72,527,000        | \$71,578,000    |

(1) Represents 30-year NPV of estimated arena-related spending and impacts that are assumed to not take place in Las Vegas if not for the presence of the TMC or the new Events Center.

(2) Incremental impacts of new Events Center as compared to impacts estimated to be generated by the existing TMC.

(3) Includes full- and part-time jobs. Represents jobs supported in first year of operations.

Note: All NPV calculations assume a 6.0% discount rate.

- **In addition to these impacts, several non-quantifiable impacts could be generated, including diversification of entertainment options, enhanced private sector development and enhanced community exposure.**

- Based on preliminary evaluation, sites classified into three groups of tiers:

## Tier One

Downtown Site 1  
Downtown Site 3  
Nassiri  
Olympia

## Tier Two

Clark County  
Downtown Site 4  
Harrah's  
Koroghli Mobile 18  
Koroghli Oasis  
North Las Vegas Site 1  
North Las Vegas Site 3

## Tier Three

Cashman  
Downtown Site 2  
Koroghli Mobile 215  
North Las Vegas Site 2  
North Las Vegas Site 4  
North Las Vegas Site 5

- ***Public participation will be an important component of the financing structure for the Events Center development program.***
  - **The public has contributed an average of 68 percent of the total project cost for recently built comparable arenas.**
  - **Several potential public and private revenue sources that could be used to fund Events Center construction in Las Vegas were identified.**

*Public sources*

- ***Auto rental tax***
- ***Ticket tax***
- ***Hotel/motel tax***
- ***Entertainment tax***
- ***Sales tax***
- ***Food and beverage tax***
- ***Property tax***

*Private sources*

- ***Naming rights***
- ***Sponsorship***
- ***Private suites***
- ***Club seats***
- ***Team equity***
- ***Concessionaire***
- ***Parking***

## Key Finding #7 (continued)

- The private sector has contributed 32 percent toward the construction cost of recently built single-tenant NBA or NHL arenas.
- Private contribution typically derived from contractually obligated revenues related to the arena.
- Dedicating these revenues to debt service would negatively impact the potential profitability of an NBA/NHL franchise.

Comparable Arena Funding Summary  
(U.S. Facilities Only)

| Facility                     | Location         | Year<br>Opened | Total<br>Cost (1) | Adjusted<br>Cost (2) | Amount  |         | Percentage |        |
|------------------------------|------------------|----------------|-------------------|----------------------|---------|---------|------------|--------|
|                              |                  |                |                   |                      | Private | Public  | Private    | Public |
| NHL-Only                     |                  |                |                   |                      |         |         |            |        |
| Gaylord Entertainment Center | Nashville, TN    | 1996           | \$157.6           | \$378.5              | \$0.0   | \$378.5 | 0%         | 100%   |
| Glendale Arena               | Glendale, AZ     | 2003           | 207.0             | 297.6                | 38.7    | 258.9   | 13%        | 87%    |
| BankAtlantic Center          | Sunrise, FL      | 1998           | 217.7             | 453.0                | 95.1    | 357.8   | 21%        | 79%    |
| Xcel Energy Center           | St. Paul, MN     | 2000           | 170.0             | 242.5                | 63.1    | 179.5   | 26%        | 74%    |
| RBC Center                   | Raleigh, NC      | 1999           | 176.3             | 389.1                | 124.5   | 264.6   | 32%        | 68%    |
| St. Pete Times Forum         | Tampa, FL        | 1996           | 153.0             | 366.6                | 157.7   | 209.0   | 43%        | 57%    |
| HSBC Arena                   | Buffalo, NY      | 1996           | 127.5             | 261.2                | 148.9   | 112.3   | 57%        | 43%    |
| Nationwide Arena             | Columbus, OH     | 2000           | 166.0             | 275.2                | 247.6   | 27.5    | 90%        | 10%    |
| NHL Only Average             |                  |                | \$171.9           | \$333.0              | \$109.4 | \$223.5 | 35%        | 65%    |
| NBA-Only                     |                  |                |                   |                      |         |         |            |        |
| Toyota Center                | Houston, TX      | 2003           | \$308.0           | \$445.4              | \$22.3  | \$423.1 | 5%         | 95%    |
| FedEx Forum                  | Memphis, TN      | 2004           | 269.9             | 360.6                | 21.6    | 338.9   | 6%         | 94%    |
| Charlotte Bobcats Arena      | Charlotte, NC    | 2005           | 265.0             | 384.0                | 49.9    | 334.1   | 13%        | 87%    |
| Conseco Fieldhouse           | Indianapolis, IN | 1999           | 236.0             | 421.9                | 54.8    | 367.0   | 13%        | 87%    |
| AT&T Center                  | San Antonio, TX  | 2002           | 176.8             | 291.2                | 90.3    | 200.9   | 31%        | 69%    |
| American Airlines Arena      | Miami, FL        | 1999           | 283.4             | 548.5                | 268.8   | 279.8   | 49%        | 51%    |
| Rose Garden                  | Portland, OR     | 1995           | 260.1             | 564.1                | 490.7   | 73.3    | 87%        | 13%    |
| NBA Only Average             |                  |                | \$257.0           | \$430.8              | \$142.6 | \$288.2 | 29%        | 71%    |
| Average - All Arenas         |                  |                | \$211.6           | \$378.6              | \$124.9 | \$253.7 | 32%        | 68%    |

(1) Costs exclude land acquisition and infrastructure costs.

(2) Adjusted to 2006 dollars assuming an annual inflation rate of 7.5 percent for construction costs, and adjusted to represent the estimated cost if the facility were built in Las Vegas based on the relative building cost indices for each market.

## Key Finding #7 (continued)

### Estimated Funding Covered by Facility Income

| Estimated Construction Cost                  | Pro Tenant           |                      |                      |
|----------------------------------------------|----------------------|----------------------|----------------------|
|                                              | No Pro Tenant        | No Contribution      | Contribution         |
| % of Cost Covered by Tenant                  | 0%                   | 0%                   | 32%                  |
| Remaning Cost to be Funded                   | \$404,700,000        | \$404,700,000        | \$275,196,000        |
| Estimated Annual Debt Service <sup>(1)</sup> | \$29,401,000         | \$29,401,000         | \$19,993,000         |
| Estimated Operating Income <sup>(2)</sup>    | \$18,520,000         | \$20,663,000         | \$0                  |
| % of Income Dedicated to Debt                | 100%                 | 0%                   | 0%                   |
| Total Dedicated to Debt                      | \$18,520,000         | \$2,723,000          | \$0                  |
| % of Debt Service Covered                    | 63%                  | 9%                   | 0%                   |
| <b>Estimated Annual Funding Gap</b>          | <b>\$10,881,000</b>  | <b>\$26,678,000</b>  | <b>\$19,993,000</b>  |
| <b>Estimated Annual Net New Tax Revenues</b> | <b>\$19,472,000</b>  | <b>\$19,272,000</b>  | <b>\$19,272,000</b>  |
| <b>Total Economic Activity</b>               | <b>\$405,000,000</b> | <b>\$525,000,000</b> | <b>\$525,000,000</b> |

(1) Assumes a 30-year term and a 6.0 percent interest rate.

(2) Assumes no competition from the TMC. If the TMC is in competition with the Events Center, operating income is estimated to decrease to approximately \$16.6 million for the No Tenant scenario, which would cover an estimated 56% of debt service, resulting in a funding gap of approximately \$12.8 million.



## Key Finding #7 (continued)

### Estimated Funding Covered by Facility Income

|                                              |                      |                      |                      |
|----------------------------------------------|----------------------|----------------------|----------------------|
| Estimated Construction Cost                  | \$404,700,000        |                      |                      |
| Estimated Annual Debt Service <sup>(1)</sup> | \$29,401,000         |                      |                      |
|                                              | <b>Low</b>           | <b>Moderate</b>      | <b>Stretch</b>       |
| Estimated Operating Income <sup>(2)</sup>    | \$4,626,000          | \$18,520,000         | \$31,913,000         |
| % of Income Dedicated to Debt                | 100%                 | 100%                 | 100%                 |
| Total Dedicated to Debt                      | \$4,626,000          | \$18,520,000         | \$31,913,000         |
| % of Debt Service Covered                    | 16%                  | 63%                  | 109%                 |
| <b>Estimated Annual Funding Gap</b>          | <b>\$24,775,000</b>  | <b>\$10,881,000</b>  | <b>n/a</b>           |
| <b>Estimated Annual Net New Tax Revenues</b> | <b>\$15,611,000</b>  | <b>\$19,472,000</b>  | <b>\$23,830,000</b>  |
| <b>Total Economic Activity</b>               | <b>\$292,000,000</b> | <b>\$405,000,000</b> | <b>\$539,000,000</b> |

(1) Assumes a 30-year term and a 6.0 percent interest rate.

(2) Assumes no NBA/NHL tenant.

**Funding information does not account for financing fees, coverage ratios, debt service reserve funds, etc. Under this scenario, the public would be required to provide security to the bonds in order to minimize the financing costs and risks.**

- **There is a strong demand for the development of a new arena**
- **There are a number of viable sites**
- **Unlike most non-professional arenas, a new arena in Las Vegas could generate significant cash flow to service debt**
- **Upwards of \$270 million in Net New tax revenue could be generated by funding an annual gap of between \$11 and \$26 million**
- **A new Las Vegas Event Center would likely be one of the most utilized venues in the country**
- **The impact related to the new events center surpasses any other arena project due to the unique nature of Las Vegas and the event mix**

(on Item #43, cont'd): ~

.. < (1 mid) > ..

- Q: - (RELATED TO THE FAA RIGHT TURN FLIGHT PATH INITIATIVE): - SINCE THE GREATEST DANGER TO COMMERCIAL AIR PASSENGER SAFETY IS NOT IN THE AIR, BUT ON THE GROUND, ~ AND: - SINCE PASSENGER JET AIRCRAFT ACTIVITIES ON THE TAXIWAYS AND RUNWAYS AT MCCARRAN AIRPORT CONSUME MORE OXYGEN IN A SINGLE DAY THAN ALL OF THE GROUND-BASED VEHICLES IN SOUTHERN NEVADA COMBINED, ~ WHY WEREN'T THESE DOCUMENTABLE FACTS INCLUDED IN THE CITY'S OFFICIAL ARGUMENT IN OPPOSITION TO THE RIGHT TURN FLIGHT PATHS? ~

THE WRITTEN TEXT OF MY PUBLIC COMMENT IS SUBMITTED AND REQUESTED INCLUSION IN THE MEETING MINUTES. ~ THANK YOU. (SUBMITTED)

Item #44. Tom McGowan; LAS VEGAS RESIDENT.

- WHEN AND WHERE WERE THE OPEN PUBLIC HEARINGS THAT ALLOWED PUBLIC COMMENT ON THIS ITEM HELD, AT THE FORMATIVE PLANNING AND DEVELOPMENT STAGE? ~ AND, IF NONE, WHY NOT?

THANK YOU.

Item #45. Tom McGowan; LAS VEGAS RESIDENT.

- THE SAME QUESTION STATED IN Item #44. ALSO APPLIES TO THE HEREIN Item #45.

THANK YOU.

Submitted at City Council

Date 12/6/06 Item 44/45

(2)

**AGENDA SUMMARY PAGE**  
**CITY COUNCIL MEETING OF: DECEMBER 6, 2006**

**DEPARTMENT: CITY MANAGER**

**DIRECTOR: DOUGLAS A. SELBY**

☐ Consent ☒ Discussion

**SUBJECT:**

**ADMINISTRATIVE:**

Discussion and possible action regarding the Second Amendment to the Project Management and Consulting Agreement among City Parkway V, Inc., the City of Las Vegas, and Newland Communities, LLC, for the site known as Union Park located at the northeastern corner of Bonneville Avenue and Grand Central Parkway (APN 139-34-110-003 and 139-34-110-002) - Ward 5 (Weekly)

**Fiscal Impact**

☒ No Impact

☐ Augmentation Required

☐ Budget Funds Available

**Amount:**

**Funding Source:**

**Dept./Division:**

**PURPOSE/BACKGROUND:**

The City of Las Vegas and City Parkway V, Inc. (the "City Parties") have contracted with Newland Communities, LLC for the coordination and project management of new development in the Union Park project. This Second Amendment gives the City Parties and Newland Communities, LLC specific spending authority and corresponding payment procedures for completing the design and construction of Phase 1 Infrastructure Improvements and costs associated with legal, sales and marketing, operations and management, and project management. This Second Amendment also specifies that the total Phase 1 Infrastructure Improvements shall not exceed \$40 Million previously approved by City Council. A detailed budget is being considered by the Las Vegas City Council as a separate agenda item and is attached as an exhibit to this Second Amendment.

**RECOMMENDATION:**

That City Council approve the Second Amendment to the Project Management and Consulting Agreement among City Parkway V, Inc., the City of Las Vegas and Newland Communities, LLC, for the site known as Union Park.

**BACKUP DOCUMENTATION:**

1. Second Amendment to Project Management and Consulting Agreement
2. Disclosure of Principals
3. Site Map
4. Submitted after meeting - copy of written comments of Tom McGowan



**CITY COUNCIL MEETING OF: DECEMBER 6, 2006**

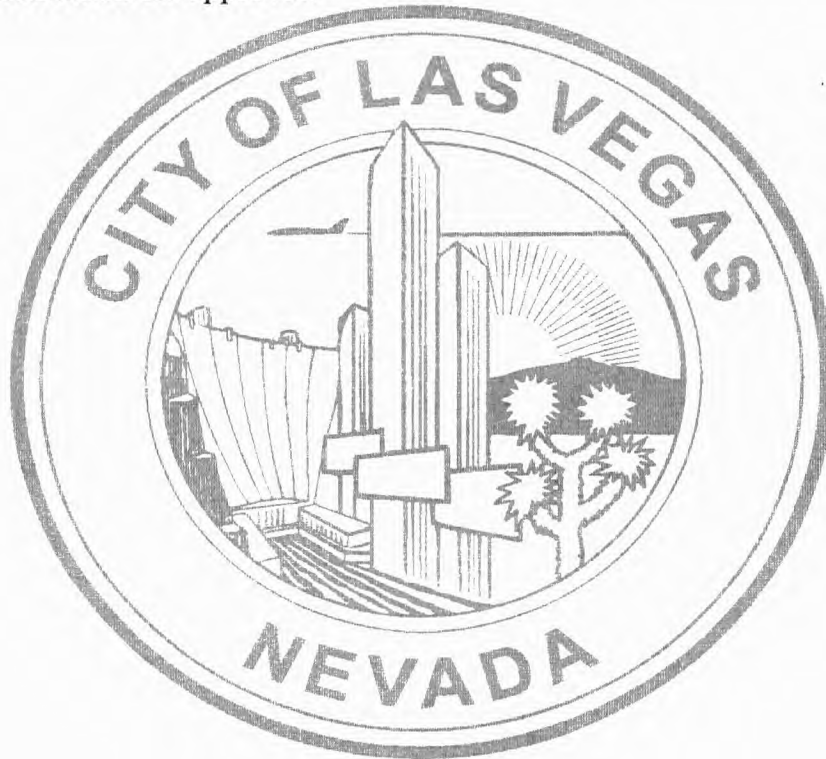
Motion made by LAWRENCE WEEKLY to Approve as recommended

Passed For: 5; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 2

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

Minutes:

SCOTT ADAMS, Director of the Office of Business Development, and RITA BRANDIN, Newland Communities, represented this item. MR. ADAMS gave an overview of this item and made a recommendation for approval.





## SECOND AMENDMENT TO PROJECT MANAGEMENT AND CONSULTING AGREEMENT

This Second Amendment to Project Management and Consulting Agreement ("Second Amendment") is entered into as of the Second Amendment Effective Date (defined below), by and among CITY PARKWAY V, INC., a Nevada non-profit corporation ("Owner"), the CITY OF LAS VEGAS, NEVADA, a political subdivision of the State of Nevada ("City"), and NEWLAND COMMUNITIES, LLC, a Delaware limited liability company ("Project Manager").

### RECITALS

A. Owner and City (collectively, the "City Parties"), on one hand, and Project Manager, on the other hand, entered into that certain Project Management and Consulting Agreement dated as of December 21, 2005 ("Original Agreement"). The City Parties have executed that certain First Amendment to Project Management and Consulting Agreement ("First Amendment"), which shall become effective on the date on which the Las Vegas City Council has approved the First Amendment to Agreement to Design, Construct and Lease a Performing Arts Center, between the City and the Las Vegas Performing Arts Center Foundation. The Original Agreement and the First Amendment shall be referred to collectively as the "Existing Agreement" herein. All capitalized terms used in this Second Amendment and not otherwise defined shall have the meaning ascribed to such terms in the Existing Agreement.

B. The City Parties and Project Manager desire to amend the Existing Agreement to reflect intervening events since the City Council's approval of the First Amendment.

### TERMS AND CONDITIONS

For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City Parties and Project Manager hereby agree as follows:

1. Article I. The following new terms shall be added to Article I of the Existing Agreement as follows:

"Project Manager Design Contract" means a contract between Project Manager and any Infrastructure Improvements Design and Construction Contractor for design, planning, architectural services or engineering services with respect to the design of any Infrastructure Improvements.

"Third Party Contract" means a contract between Project Manager and any third party with respect to all items in fulfillment of Project Manager's role as coordinator of services under this Agreement, exclusive of design and construction of Infrastructure Improvements. Example of services addressed in a Third Party Contract include: master marketing; formation and coordination of parking programs; community governance; and operation and management of the Design Review Committee.

2. Section 3.8(a). The following shall be added to the end of Section 3.8(a) of the Existing Agreement as follows:

"Prior to or concurrent with the approval of this Second Amendment, Project Manager and the City Parties acknowledge that the Las Vegas City Council has approved the final infrastructure budget for the Phase I Infrastructure Improvements in a total amount not to exceed Forty Million Dollars (\$40,000,000) and that the City Parties will not pay or reimburse any expenditure for Phase I Infrastructure Improvements in excess of Forty Million Dollars (\$40,000,000), except where the City Parties have approved an increase in the total amount of expenditures for Phase I Infrastructure Improvements. The project budget for the Phase I Infrastructure Improvements and for costs associated with legal, sales and marketing, operations and management, and project management is attached hereto as Exhibit "G" and incorporated fully herein by this reference."

3. Section 3.9(f). Section 3.9(f) of the Existing Agreement is deleted in its entirety and is replaced with a new Section 3.9(f) as follows:

"Owner's Project Representative shall be entitled to review and approve the scope, price, adherence to funding source requirements and inclusion of Required Contract Provisions (to the extent such provisions are applicable) with respect to all Improvements Design and Construction Contracts and all Project Manager Design Contracts. The approval of Owner's Project Representative shall not be unreasonably withheld or conditioned. Owner's Project Representative shall notify Project Manager in writing as to the approval or disapproval (including the reasons for disapproval) of all such contracts within ten (10) business days after Project Manager's submittal. If no written notice is delivered to Project Manager within such 10-business day period, the City Parties shall be deemed to have approved the applicable contract. Where Owner's Project Representative properly disapproves a proposed contract, Project Manager may resubmit the proposed contract, with modifications addressing the reasons for earlier disapproval, and request the approval of Owner's Project Representative in accordance with the above procedures. If Owner's Project Representative approves or is deemed to have approved a submittal or a resubmittal, then City or Project Manager (as applicable) shall execute promptly either the Improvement Design and Construction Contract or the Project Manager Design Contract; provided, however, that where authorization from the Las Vegas City Council is required for City to execute any such contract, City shall execute such contract only after obtaining the Las Vegas City Council's authorization to do so."

4. Addition of Section 3.9(j). A new Section 3.9(j) is hereby added to the Existing Agreement as follows:

"Project Manager shall use commercially reasonable efforts to include language in contracts with third parties to the effect that the City Parties are intended beneficiaries of such contracts. Solely by virtue of entering into contracts with third parties or administering such contracts in a commercially reasonable manner, Project Manager shall not be deemed to have made, and Project Manager expressly disclaims, any express or implied warranties or guaranties with respect to the services rendered or work performed, and Project Manager shall not assume any liabilities or obligations with respect to the services rendered or work performed. The remedies available to the City Parties relating to such contracts with third parties shall be limited to the remedies that Project Manager has against such third parties. If there is any conflict

between the provisions of this Section 3.9(j) and any other provision of this Agreement, the provisions of this Section 3.9(j) shall prevail.”

5. Section 5.6(c). A new sentence is hereby added to the end of Section 5.6(c) of the Existing Agreement as follows:

“If Project Manager receives an invoice with respect to any aspect of the Project from a third party who is not in a contractual relationship with Project Manager, then Project Manager’s sole obligation shall be to deliver the invoice to the City Parties for payment, and Project Manager shall have no obligation to pay any such invoice.”

6. Section 5.6(d). Section 5.6(d) of the Existing Agreement is deleted in its entirety and is replaced with a new Section 5.6(d) as follows:

“The City Parties shall pay Project Manager for all Project Costs incurred by Project Manager, including those Project Costs incurred pursuant to all Third Party Contracts, all Improvements Design and Construction Contracts and all Project Manager Design Contracts; provided, however, that the City Parties shall not be required to pay Project Manager for any contract expenditures in excess of the total amount of the overall project budget, as approved by the Las Vegas City Council for the applicable phase of improvements or project implementation. Project Manager shall present to City a monthly invoice which details all Project Costs incurred by Project Manager during the preceding calendar month. Project Manager shall be entitled to payment of interest at the rate of 7.5% per annum, compounded monthly, on all invoiced amounts, which interest accrues starting thirty (30) days after each invoice is presented to City. City shall pay Project Manager for all Project Costs reflected in a monthly invoice, plus all accrued interest thereon. Except as provided below, City’s payment to Project Manager shall occur within thirty (30) days after City’s receipt of each applicable invoice. With respect to those Project Costs identified as “Project Management” costs in the approved project budget attached as Exhibit “G” hereto or in any future budget approved by the Las Vegas City Council, City shall have the option, but not the obligation, to reimburse the invoiced amounts to Project Manager within thirty (30) days after receipt of the applicable invoice, so as to avoid paying any accrued interest on invoiced amounts; alternatively, City’s reimbursement of such category of Project Costs (plus all accrued interest thereon) shall occur by either of the following methods until Project Manager has been fully reimbursed:

- (i) If Project Manager exercises any Option Right and consummates the purchase of the Reserved Blocks, the reimbursement shall take the form of a credit in Project Manager’s favor against the purchase price for the Reserved Blocks upon the closing of such purchase; and
- (ii) If Project Manager elects not to exercise the Option Rights in a timely fashion, the reimbursement shall be paid from positive net revenue generated by the City Parties with respect to the sale or commercial operation of any Blocks within the Project Site.”

7. Addition of Section 7.7(c). A new Section 7.7(c) is hereby added to the Existing Agreement as follows:



"(c) Upon termination of this Agreement and transfer of all Project Documentation to Owner that is able to be assigned, and upon Owner's payment of any fees that may be owed for work product encompassed in the Project Documentation, Owner shall become the sole owner of such Project Documentation, including but not limited to all design work completed by all Architects and all engineering work funded by Owner, but excluding any work performed specifically for on-site development of the Reserved Blocks."

8. Full Force and Effect. Except to the extent expressly amended herein, the Existing Agreement shall remain in full force and effect without amendment or modification.

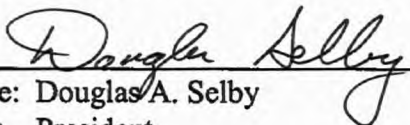
9. Effective Date. The effective date of this Second Amendment ("Second Amendment Effective Date") shall be the date on which the Las Vegas City Council approves this Second Amendment and authorizes its execution by the City Parties.

10. Counterparts. This Second Amendment may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one instrument.

IN WITNESS WHEREOF, the City Parties and Project Manager have duly executed this Second Amendment as of the Second Amendment Effective Date.

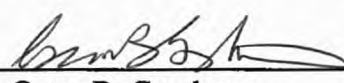
**OWNER:**

CITY PARKWAY V, INC., a Nevada  
non-profit corporation

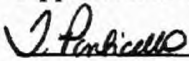
By:   
Name: Douglas A. Selby  
Title: President

**CITY:**

CITY OF LAS VEGAS, NEVADA, a political  
subdivision of the State of Nevada

By:   
Name: Oscar B. Goodman  
Title: Mayor

Approved as to form:

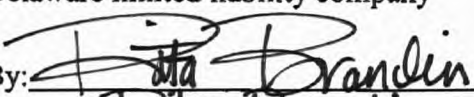
 11/21/06  
Date

ATTEST:

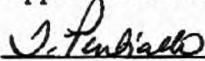
  
Barbara Jo Ronemus, City Clerk

**PROJECT MANAGER:**

NEWLAND COMMUNITIES, LLC, a  
Delaware limited liability company

By:   
Name: Rita Brandin  
Title: Assistant Vice President

Approved as to form:

 11/21/06  
Date

# EXHIBIT "G"

| City Parkway V, Inc.<br>Operating Budget<br>Fiscal Year 2006-2007 |                    | General Obligation Bonds & Cash<br>Phase I Infrastructure Hard and Soft Costs |                      | City Parkway V, Inc.<br>Land Sales / Newland Carry<br>Fiscal Year 2006-2007 |                     |
|-------------------------------------------------------------------|--------------------|-------------------------------------------------------------------------------|----------------------|-----------------------------------------------------------------------------|---------------------|
| Architect & Eng                                                   | \$200,000          | <b>Hard Costs</b>                                                             |                      | Project Management                                                          | \$ 1,365,000        |
| Legal                                                             | \$254,550          | Site Preparation                                                              | \$ 2,559,000         |                                                                             |                     |
| Consulting & Facilitator                                          | \$66,450           | PAC Parcel Grading                                                            | \$ 1,452,000         |                                                                             |                     |
| Association Fees (Maint.)                                         | \$25,000           | Remediation for Pads                                                          | \$ 8,872,000         |                                                                             |                     |
| Insurance                                                         | \$15,000           | Roadway                                                                       | \$ 1,803,000         |                                                                             |                     |
| Accounting & Audits                                               | \$5,000            | Water                                                                         | \$ 779,000           |                                                                             |                     |
| Sales & Marketing                                                 | \$614,000          | Sewer                                                                         | \$ 733,000           |                                                                             |                     |
| Supplies (& Misc.)                                                | \$3,000            | Storm Drain                                                                   | \$ 944,000           |                                                                             |                     |
|                                                                   |                    | Dry Utilities                                                                 | \$ 5,314,000         |                                                                             |                     |
|                                                                   |                    | Conduit-High Speed Comms, Telemetry                                           | \$ 195,000           |                                                                             |                     |
|                                                                   |                    | Onsite Parking Lot                                                            | \$ 752,000           |                                                                             |                     |
|                                                                   |                    | Temp Rd. parking A1 / A2                                                      | \$ 300,000           |                                                                             |                     |
|                                                                   |                    | Traffic Signalization                                                         | \$ 2,000,000         |                                                                             |                     |
|                                                                   |                    | Grand Central Ave. Landscaping                                                | \$ 1,500,000         |                                                                             |                     |
|                                                                   |                    | Inflation                                                                     | \$ 1,626,000         |                                                                             |                     |
|                                                                   |                    | <b>DESIGN, ENGINEERING &amp; FEES</b>                                         |                      |                                                                             |                     |
|                                                                   |                    | Engineering Design                                                            | \$ 2,782,000         |                                                                             |                     |
|                                                                   |                    | Design Management Consulting                                                  | \$ 406,000           |                                                                             |                     |
|                                                                   |                    | Masterplan - Tech & Telecom                                                   | \$ 130,000           |                                                                             |                     |
|                                                                   |                    | Pre Design - Dir. Signs and Control Panels                                    | \$ 125,000           |                                                                             |                     |
|                                                                   |                    | Central Plant & Co-Gen Studies                                                | \$ 100,000           |                                                                             |                     |
|                                                                   |                    | Parcel CEM                                                                    | \$ 444,000           |                                                                             |                     |
|                                                                   |                    | Pre-Development Planning                                                      | \$ 746,000           |                                                                             |                     |
|                                                                   |                    | Landscape and Streetscape Design                                              | \$ 500,000           |                                                                             |                     |
|                                                                   |                    | Testing, Inspection, CM Fees (6%)                                             | \$ 1,170,000         |                                                                             |                     |
|                                                                   |                    | Bond Fees (2%)                                                                | \$ 396,000           |                                                                             |                     |
|                                                                   |                    | Contingency                                                                   | \$ 4,372,000         |                                                                             |                     |
| <b>Total</b>                                                      | <b>\$1,183,000</b> | <b>Total</b>                                                                  | <b>\$ 40,000,000</b> | <b>Total</b>                                                                | <b>\$1,365,000</b>  |
|                                                                   |                    |                                                                               |                      | <b>Grand Total</b>                                                          | <b>\$42,548,000</b> |



**EXHIBIT "G"**  
(Continued)

**Newland 3rd Party Contracts and Overhead**

| City Parkway V, Inc.<br>Operating Budget<br>Fiscal Year 2006-2007 |           |                       |
|-------------------------------------------------------------------|-----------|-----------------------|
| Legal                                                             | \$        | 157,000               |
| Operation and Maint Costs                                         | \$        | 30,000                |
| Sales & Marketing                                                 | \$        | 541,000               |
| <b>Total</b>                                                      | <b>\$</b> | <b><u>728,000</u></b> |

| GO Bonds & Cash<br>Phase I Infrastructure Hard and Soft Costs |           |                         |
|---------------------------------------------------------------|-----------|-------------------------|
| Engineering Design                                            | \$        | 2,782,000               |
| Design Management Consulting                                  | \$        | 406,000                 |
| Masterplan - Tech & Telecom                                   | \$        | 130,000                 |
| Pre Design - Dir. Signs and Control Panels                    | \$        | 125,000                 |
| Central Plant & Co-Gen Studies                                | \$        | 100,000                 |
| Pre-Development Planning                                      | \$        | 746,000                 |
| Landscape and Streetscape Design                              | \$        | 500,000                 |
| Contingency                                                   | \$        | 478,900                 |
| <b>Total</b>                                                  | <b>\$</b> | <b><u>5,267,900</u></b> |

| Land Sales / Newland Carry<br>Fiscal Year 2006-2007 |           |                         |
|-----------------------------------------------------|-----------|-------------------------|
| Project Management                                  | \$        | 1,365,000               |
| <b>Total</b>                                        | <b>\$</b> | <b><u>1,365,000</u></b> |

**Grand Total**  
**\$ 7,360,900**

**EXHIBIT "G"**  
(Continued)

Union Park

Phase 1 Infrastructure Soft Costs and Fiscal Year 2007 Operating Costs for  
Newland Communities

**1. Legal**

\$ 157,000

CC&R's

- Prepare Community Governance Documents for Union Park Master Association.

ENA & DDA Agreements

- Advise, prepare and negotiate ENA & DDA agreements for individual parcel transactions.

Parking District

- Counsel, research and compilation of documents associated with the formation of Parking Improvement District.

Improvement District Formation Costs

- Determination of assessment formula(s), boundaries, and study financial feasibility of the district based on the preliminary estimate of assessments.

**2. Operation and Maintenance Costs**

\$ 30,000

Costs for general site maintenance and dust control.

**3. Sales & Marketing**

\$ 541,000

On-site Signage

- On-Site marketing signs

Advertising & Public Relations Retainer

- Monthly retainers to advertising and public relations consultants for on-going efforts to provide multi-media advertising, strategies and support, stakeholders update/presentations, press releases, presentations and brand strategy.

Media Placement

- Newspaper and magazine advertising.

**EXHIBIT "G"**  
(Continued)

**Print/Production**

- Brand strategy book, marketing brochures and folders compilation and print costs, video and storyboard commercial, annual "New Landowner" Campaign, photography, and website development and programming.

**Special Events**

- Participation in third-party groundbreaking events.
- Targeted project events.

**4. Engineering Design**

**\$ 2,782,000**

Engineering services and design for technical assessment for directional parking; final 100% level drawings and specifications for civil infrastructure construction for the entire site, 6% for reimbursables, cost estimates, parcel creation, legal descriptions, meetings and coordination with City staff, and individual parcel developers.

**Parking, Guidance and Information Systems Needs Assessment**

- The parking information system is intended to provide a means to identify available parking spaces throughout Union Park and relay that information to the public.
- Consultant will provide a technical memorandum summarizing up to three recommended options for gathering and disseminating real-time parking information. This memorandum will include discussion regarding installation requirements, system limitations and probable cost estimates.

**Parking Revenue Control**

- Consultant will review the existing state of technology and identify commercially available equipment and systems (hardware/software) that could be implemented within private parking facilities throughout Union Park to control access and collect revenue. The parking revenue control system is intended as a means to generate revenue, provide preferred parking for special events and minimize and/or deter on-site parking from adjacent land uses.
- Consultant will provide a technical memorandum discussing the benefits of implementing revenue control. This memorandum will provide up to two recommended options for implementing and operating a parking revenue control system and will include discussion regarding installation requirements, system limitations and probable cost estimates.

## **EXHIBIT "G"**

(Continued)

### **Visitor Information System**

- Consultant will coordinate with the Project Team to identify potential uses and locations of visitor information systems (kiosks).
- Consultant will provide a technical memorandum summarizing the Project Team identified uses and locations of visitor information systems, along with a recommended method of interfacing these devices with each other and the Union Park Communication Network.

### **Parking, Guidance and Information Systems Assistance**

- Consultant will work with the Design Team, City of Las Vegas, Property Association, parcel owners in providing assistance to the vendor(s) installing the Parking Information system, Parking Revenue Control, Visitor Information System, Video Monitoring System, and Union Park Communication Network.
- Review technology and implementation plan for Wi-Fi network,
- Review Control Center layout and equipment specifications.

### **Video Monitoring System**

- The video monitoring system is intended to provide Union Park and the RTC's Freeway and Arterial System of Transportation (FAST) a means to monitor, access and react to varying traffic conditions within and around Union Park.
- Consultant will provide a technical memorandum discussing the benefits of implementing a video monitoring system. The memorandum will discuss potential installation locations to maximize the functionality of the system, along with discussion regarding installation requirements, system limitations and probable cost estimates. Requirements for integrating the video monitoring system into the FAST system will also be discussed.

### **Union Park Communication Network**

- Consultant will develop a conceptual master communications network within Union Park to allow interconnection between the various parking, guidance, video and informational systems identified within this task item. Recommendations will be made for the development of a Union Park communication control center which is intended to gather and disseminate information within Union Park and to outside agencies (CLV/FAST).
- Consultant will prepare a technical memorandum describing the functional requirements for the control center and master communication network.

**EXHIBIT "G"**  
(Continued)

**Basis of Design Document**

- Consultant will prepare a Basis of Design Document (BODD). The BODD will contain details for the placement and future design of system elements (video monitoring, guidance and real-time signing, visitor information, communications and control center) and functional specifications, along with a schematic representation of equipment location.

**Revised Master Plan Technical Drainage Study**

- This task will revise the previously completed drainage study to incorporate revisions to the grading plans and analysis of the storm drain system.

**Update Internal Traffic Model**

- This task will update the previous internal traffic model prepared for Newland Communities during the first part of 2006.

**Civil Improvement Plans**

- This task will prepare 100% plans for the Union Park Project. These plans and documents will be used by the City's Public Works Department to bid and formalize contracts with contractors to construct the project's infrastructure.
- Grading/Drainage Plan
- Street/Parking Lot Plans
- Master Water and Sewer Plans with utility laterals
- Water and sewer mains with fire hydrants.
- Storm Drain Plans with profiles of storm drain laterals
- Master Dry Utility plans
- Utility relocations of existing and location of new utilities,
- Locations of dry utility vaults, pull boxes and transformer pads.
- Drainage Improvement Plans for Railroad drainage
- A1/A2 Temporary Road, Parking and Lighting.
- Signing and Marking Plans
- Traffic Signal Plans

**Stormwater Pollution Control Plans**

**Roadway Lighting Plans**

**Project quantities and cost estimate**



**EXHIBIT "G"**  
(Continued)

Coordination

- Coordination with Newland Communities, governmental agencies, parcel developers and City staff

Internal Roadway Right-of-way/Common Element Dedication

- Prepare legal descriptions with attached exhibits for dedication for the project's streets.

Create Parcels between Internal Roadways

- Prepare legal descriptions of parcels developed by the creation of the interior roadways for recordation.

**5. Design Management Consulting**

\$ 406,000

- Consultant hired to work with the Newland team to coordinate architecture, masterplan, landscaping, block planning and associated administrative tasks involved with the project's pre-construction efforts. Consultant fills role of Design Manager for staff.

**6. Masterplan - Technology & Telecom**

\$ 130,000

- Prepare a Technology Master Plan Document and subsequent planning material to serve as a guide for all technology and telecom initiatives for Union Park
- Develop Technology Masterplan to include regulatory and easement issues, products and services, customer and commercial tenant packaging. Possible inclusion of remote telemetry aspects, real time pricing of gas and electric utilities, remote meter reading technology, SmartCard and eCommerce issues.
- Compile lists of specifications, provide construction support, and provide commercial structured wiring specifications.

**7. Pre Design – Direction Signs and Control Panels**

\$ 125,000

- Consultant's preliminary designs for the actual signs, control room layout and control panel(s) layout utilizing the Basis of Design Document (BODD).

**EXHIBIT "G"**  
(Continued)

**8. Central Plant & Co-Generation Studies**

\$ 100,000

- Preliminary feasibility and cost / benefit analysis to examine the viability of placing a Co-Generation facility on-site.

**9. Predevelopment Planning**

\$ 746,000

Costs associated with consultant efforts for the project's masterplan, design guidelines, and the business plan.

**10. Landscape and Streetscape Design**

\$ 500,000

**Landscape Design**

- Prepare landscape and irrigation design for Grand Central Parkway frontage.

**Streetscape Design & Masterplan**

- Prepare detailed project schedule / work plan.
- Consultant will coordinate with civil engineer and parcel developers for landscape and irrigation issues.
- Revise streetscape plans to reflect coordination meetings.
- Outline specific materials and components for streetscape, research site improvement materials and plant palettes and conduct internal quality control reviews on schematic design for streetscape.
- Consultant will provide an updated Site Master Plan, incorporating individual street designs and previously developed building plan and digital 3D study models.
- Specifications outline for all components and material associated with furnishings, lighting, hardscape and landscape.

**Greywater & Site Sustainability**

- Consultant to study and provide recommendations for greywater feasibility for parcel developer implementation.
- Study overall site sustainability for opportunities to utilize storm runoff and/or rainwater collection facility(s) for landscape irrigation.

**EXHIBIT "G"**  
(Continued)

Site Parking

- Consultant to participate and support efforts in formation of Parking Improvement District.
- Re-examine existing parking demand analysis and site wide Parking Management Plan for applicability to Union Park's Business Plan.

**11. Contingency**

\$ 478,900

Contingency was calculated at 10% of the soft costs.

**12. Project Management**

\$ 1,365,000

Newland's carrying costs for G&A and payroll allocation expenses. No interest costs included.

**CERTIFICATE  
DISCLOSURE OF OWNERSHIP/PRINCIPALS**

**1. Definitions**

*"City"* means the City of Las Vegas.

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

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

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

**2. Policy**

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

**3. Instructions**

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

**4. Incorporation**

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

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

|                    |                                                              |
|--------------------|--------------------------------------------------------------|
| <b>Block 1</b>     | <b><u>Contracting Entity</u></b>                             |
| <b>Name</b>        | Newland Communities, LLC                                     |
| <b>Address</b>     | 9820 Towne Centre Drive<br>Suite 100,<br>San Diego, CA 92121 |
| <b>Telephone</b>   | 858/455-7503                                                 |
| <b>EIN or DUNS</b> | 33-0824465                                                   |

|                |                                                                 |
|----------------|-----------------------------------------------------------------|
| <b>Block 2</b> | <b>Description</b>                                              |
|                | Subject Matter of<br>Contract/Agreement                         |
|                | Project Management and Consulting Contract;<br>Second Amendment |
| <b>RFP #:</b>  | N/A                                                             |

|                                     |                           |
|-------------------------------------|---------------------------|
| <b>Block 3</b>                      | <b>Type of Business</b>   |
| <input type="checkbox"/>            | Individual                |
| <input type="checkbox"/>            | Partnership               |
| <input checked="" type="checkbox"/> | Limited Liability Company |
| <input type="checkbox"/>            | Corporation               |

| <b>Block 4</b>                                                                                                                                                                                                                          | <b><u>Disclosure of Ownership and Principals</u></b>                                                                                    |                                                          |                       |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------|-----------------------|
| In the space below, the Contracting Entity must disclose all principals (including partners) of the Contracting Entity, as well as persons or entities holding more than one-percent (1%) ownership interest in the Contracting Entity. |                                                                                                                                         |                                                          |                       |
|                                                                                                                                                                                                                                         | <b>FULL NAME/TITLE</b>                                                                                                                  | <b>BUSINESS ADDRESS</b>                                  | <b>BUSINESS PHONE</b> |
| 1.                                                                                                                                                                                                                                      | <b>Sole Member:</b><br>American Newland Communities, LP<br>A Delaware limited partnership                                               | 9820 Towne Centre Drive # 100<br>San Diego, CA 92121     | 858/455-7503          |
| 2.                                                                                                                                                                                                                                      | <b>General Partner of American Newland Communities, LP:</b><br>Newland Associates, Inc.,<br>A California corporation                    | 9820 Towne Centre Drive # 100<br>San Diego, CA 92121     | 858/455-7503          |
| 3.                                                                                                                                                                                                                                      | <b>Limited Partner of American Newland Communities, LP:</b><br>Newland Capital Advisors, LLC, a<br>California limited liability company | 9820 Towne Centre Drive # 100<br>San Diego, CA 92121     | 858/455-7503          |
| 4.                                                                                                                                                                                                                                      | <b>Limited Partner of American Newland Communities, LP:</b><br>Hunt Newland, L.P.,<br>a Delaware limited partnership                    | c/o 9820 Towne Centre Drive # 100<br>San Diego, CA 92121 | 858/455-7503          |
| 5.                                                                                                                                                                                                                                      |                                                                                                                                         |                                                          |                       |
| 6.                                                                                                                                                                                                                                      |                                                                                                                                         |                                                          |                       |
| 7.                                                                                                                                                                                                                                      |                                                                                                                                         |                                                          |                       |
| 8.                                                                                                                                                                                                                                      |                                                                                                                                         |                                                          |                       |



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

**Block 5**   **Disclosure of Ownership and Principals - Alternate**

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

Name of Attached Document:   N/A

Date of Attached Document: \_\_\_\_\_   Number of Pages: \_\_\_\_\_

I certify, under penalty of perjury, that all the information provided in this Certificate is current, complete, and accurate.

State of Nevada  
County of Clark

Rita Brandin

Name

11/21/06

Date

Subscribed and sworn to before me this 21st  
day of

November

, 2006 by

Rita Brandin

[Signature]  
Notary Public



## **NEWLAND COMMUNITIES, LLC**

### **ACTION BY WRITTEN CONSENT OF THE SOLE MEMBER**

The undersigned, constituting the Sole Member of NEWLAND COMMUNITIES, LLC, a Delaware limited liability company (referred to as the "Company") in accordance with the provisions of the Delaware Limited Liability Company Act, Section 18-101, et seq., of Title 8, Chapter 18 of the Delaware Laws as amended from time to time, do hereby consent to the taking of the following actions and do hereby adopt the resolutions set forth below:

#### **Election of Officers**

RESOLVED, that the following named individuals are hereby elected to the office appearing next to their respective names effective as of August 24, 2006, to serve in such capacity until removal or replacement by the sole Member or resignation:

Robert B. McLeod, Chairman of the Board  
LaDonna K. Monsees, Vice Chairman, President and Chief Executive Officer  
Derek C. Thomas, Vice Chairman  
Daniel Van Epp, Executive Vice President and Chief Operating Officer  
Richard L. Croteau, Sr. Vice President  
Martha K. Guy, Sr. Vice President and Secretary  
Brian K. Laidlaw, Sr. Vice President  
Vicki R. Mullins, Sr. Vice President and Chief Financial Officer  
Walter F. Nelson, Sr. Vice President  
Linda G. H. Prosl, Sr. Vice President  
Belinda Sward, Sr. Vice President  
Teri Slavik-Tsuyuki, Sr. Vice President and Chief Marketing Officer  
W. Don Whyte, Sr. Vice President  
Davis Wood, Jr., Sr. Vice President  
Robert Bernstein, Vice President  
Gregory Bielli, Vice President  
Peter M. Bridges, Vice President  
Anthony P. Dollm, Vice President, Finance  
Timothy C. Durlle, Vice President  
Christopher Enger, Vice President  
Blake L. Fillmore, Vice President and Corporate Controller  
Dean R. Meyer, Vice President  
John Pagliuso, Vice President  
William Pennington, Vice President  
Miles Prestemon, Vice President  
Steven Roe, Vice President  
Michael L. Rust, Vice President  
Bruff L. Shea, Vice President  
E. Travis Stone, Jr., Vice President  
Kary Andrews, Assistant Vice President  
Mitch Barron, Assistant Vice President  
Gary Borkowski, Assistant Vice President  
Rita Brandin, Assistant Vice President  
Rhonda Brewer, Assistant Vice President  
Larry Burton, Assistant Vice President  
Lisa Chahin, Assistant Vice President  
Patrick Clark, Assistant Vice President  
Douglas Delano, Assistant Vice President  
Debra R. Dremann, Assistant Vice President  
Roland E. Driggers, Assistant Vice President

Dennis W. Guerra, Assistant Vice President  
Mark L. Hardy, Assistant Vice President  
Lori Henriksen, Assistant Vice President  
Scott Jones, Assistant Vice President  
Brenda G. Kunkel, Assistant Vice President  
Phillip S. Luna, Assistant Vice President  
Kyle Masters, Assistant Vice President  
Larry McDonough, Assistant Vice President  
E. William Meyer, Assistant Vice President  
Kevin O'Neill, Assistant Vice President  
Gina Nixon, Assistant Vice President  
Kent S. Puckett, Assistant Vice President  
Mary Ruby, Assistant Vice President  
Steven Sakurai, Assistant Vice President  
Thom Urie, Assistant Vice President  
Richard E. Van den Bosch, Assistant Vice President  
Shelly White, Assistant Vice President  
Laura L. Brewer, Assistant Secretary  
Douglas Hageman, Assistant Secretary  
D. Brian Hodgins, Assistant Secretary  
Susan G. Kanfer, Assistant Secretary  
Sharon W. Koplan, Assistant Secretary  
Amelia Sanchez, Assistant Secretary  
Dolores A. Valle, Assistant Secretary  
Matthew Yingling, Assistant Secretary  
Danielle E. Bergener, Assistant Treasurer  
Daryl-Lynn Burke, Assistant Treasurer

RESOLVED FURTHER, that, effective August 24, 2006, any officer of the Company is hereby authorized, directed and empowered to take, on behalf of the Company, in any of the Company's capacities, all actions that such officer deems necessary, advisable or appropriate in their sole and absolute discretion, including, without limitation, executing and delivering any and all instruments, agreements, certificates and other documents as such officer in his or her sole and absolute discretion deem necessary, advisable or appropriate which instruments, agreements, certificates and other documents shall be in such form as such officer shall approve in his or her sole and absolute discretion, the execution thereof by such officer being conclusive evidence of such approval.

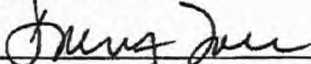
RESOLVED FURTHER, that any actions heretofore or hereafter taken by the officers of the Company within the terms of these resolutions are hereby ratified, certified and adopted in all respects.

DATED as of August 24, 2006.

**SOLE MEMBER**

American Newland Communities, LP  
a Delaware limited partnership

By: Newland Associates, Inc.  
a California corporation  
Its: General Partner

By:   
Dolores A. Valle  
Assistant Secretary

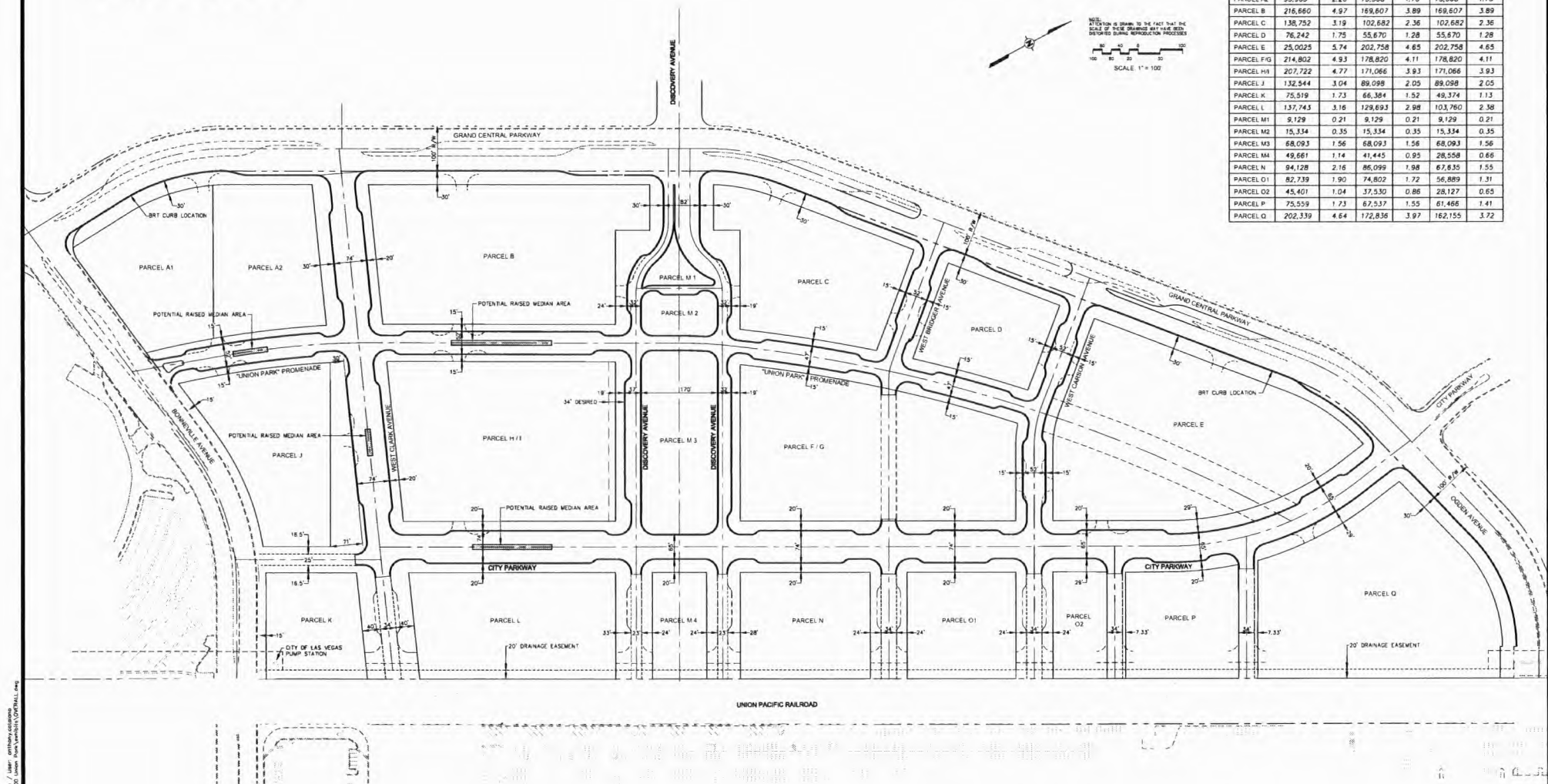
# UNION PARK DATED 08-01-06

PARCEL TABLE

|            | PURCHASE (GROSS) |      | USABLE (NET) |      | BUILDABLE (NET/NET) |      |
|------------|------------------|------|--------------|------|---------------------|------|
|            | SQ. FT.          | ACRE | SQ. FT.      | ACRE | SQ. FT.             | ACRE |
| PARCEL A1  | 92,388           | 2.12 | 77,576       | 1.78 | 77,576              | 1.78 |
| PARCEL A2  | 95,905           | 2.20 | 75,508       | 1.73 | 75,508              | 1.73 |
| PARCEL B   | 216,660          | 4.97 | 169,607      | 3.89 | 169,607             | 3.89 |
| PARCEL C   | 138,752          | 3.19 | 102,682      | 2.36 | 102,682             | 2.36 |
| PARCEL D   | 76,242           | 1.75 | 55,670       | 1.28 | 55,670              | 1.28 |
| PARCEL E   | 25,0025          | 5.74 | 202,758      | 4.65 | 202,758             | 4.65 |
| PARCEL F/G | 214,802          | 4.93 | 178,820      | 4.11 | 178,820             | 4.11 |
| PARCEL H/I | 207,722          | 4.77 | 171,066      | 3.93 | 171,066             | 3.93 |
| PARCEL J   | 132,544          | 3.04 | 89,088       | 2.05 | 89,088              | 2.05 |
| PARCEL K   | 75,519           | 1.73 | 66,384       | 1.52 | 49,374              | 1.13 |
| PARCEL L   | 137,743          | 3.16 | 129,693      | 2.98 | 103,760             | 2.38 |
| PARCEL M1  | 9,129            | 0.21 | 9,129        | 0.21 | 9,129               | 0.21 |
| PARCEL M2  | 15,334           | 0.35 | 15,334       | 0.35 | 15,334              | 0.35 |
| PARCEL M3  | 68,093           | 1.56 | 68,093       | 1.56 | 68,093              | 1.56 |
| PARCEL M4  | 49,661           | 1.14 | 41,445       | 0.95 | 28,558              | 0.66 |
| PARCEL N   | 94,128           | 2.16 | 86,099       | 1.98 | 67,835              | 1.55 |
| PARCEL O1  | 82,739           | 1.90 | 74,802       | 1.72 | 56,889              | 1.31 |
| PARCEL O2  | 45,401           | 1.04 | 37,530       | 0.86 | 28,127              | 0.65 |
| PARCEL P   | 75,559           | 1.73 | 67,537       | 1.55 | 61,466              | 1.41 |
| PARCEL Q   | 202,339          | 4.64 | 172,836      | 3.97 | 162,155             | 3.72 |

NOTE:  
ATTENTION IS DRAWN TO THE FACT THAT THE  
SCALE OF THIS PLANNING SET HAS BEEN  
DISTORTED DURING REPRODUCTION PROCESSES

SCALE 1" = 100'



(on Item #43, cont'd):~

.. < (1 mid) > ..

- Q:- (RELATED TO THE FAA RIGHT TURN FLIGHT PATH INITIATIVE): - SINCE THE GREATEST DANGER TO COMMERCIAL AIR PASSENGER SAFETY IS NOT IN THE AIR, BUT ON THE GROUND, ~ AND:~ SINCE PASSENGER JET AIRCRAFT ACTIVITIES ON THE TAXIWAYS AND RUNWAYS AT McCARRAN AIRPORT CONSUME MORE OXYGEN IN A SINGLE DAY THAN ALL OF THE GROUND-BASED VEHICLES IN SOUTHERN NEVADA COMBINED, ~ WHY WEREN'T THESE DOCUMENTABLE FACTS INCLUDED IN THE CITY'S OFFICIAL ARGUMENT IN OPPOSITION TO THE RIGHT TURN FLIGHT PATHS? ~

THE WRITTEN TEXT OF MY PUBLIC COMMENT IS SUBMITTED AND REQUESTED INCLUSION IN THE MEETING MINUTES. ~ THANK YOU. (SUBMITTED)

Item #44. Tom McGOWAN; LAS VEGAS RESIDENT.

- WHEN AND WHERE WERE THE OPEN PUBLIC HEARINGS THAT ALLOWED PUBLIC COMMENT ON THIS ITEM HELD, AT THE FORMATIVE PLANNING AND DEVELOPMENT STAGE? ~ AND, IF NONE, WHY NOT?

THANK YOU.

Item #45. Tom McGOWAN; LAS VEGAS RESIDENT.

- THE SAME QUESTION STATED IN Item #44. ALSO APPLIES TO THE HEREIN Item #45.

THANK YOU.

Submitted at City Council:

Date 12/6/06 Item 44/45

(2)



**AGENDA SUMMARY PAGE**  
**CITY COUNCIL MEETING OF: DECEMBER 6, 2006**

**DEPARTMENT: OFFICE OF BUSINESS DEVELOPMENT**

**DIRECTOR: SCOTT D. ADAMS**

☐ Consent ☒ Discussion

**SUBJECT:**

Discussion and possible action regarding a Real Property Exchange and Purchase and Sale Agreement with T-BREO II, LLC, for ten parcels of land one block east of City Hall generally located at the intersection of Sixth Street and Stewart Avenue (\$4,456,164.44 - City Facilities Capital Projects Fund and one parcel of land) - Ward 5 (Weekly)

**Fiscal Impact**

☐

No Impact

☐

Augmentation Required

☒

Budget Funds Available

**Amount:** 4,456,164.44

**Funding Source:** City Facilities Capital Projects Fund

**Dept./Division:** Office of Business Development

**PURPOSE/BACKGROUND:**

This agreement would allow the city to continue its land assemblage adjacent to City Hall. These ten parcels comprise over one acre with frontage on Sixth Street, Mesquite Avenue and Stewart Avenue. This is a willing buyer/willing seller transaction. The sales price for the land is \$91.00 per square foot. It is the intention of both parties to close on or before December 29, 2006.

**RECOMMENDATION:**

Approval.

**BACKUP DOCUMENTATION:**

1. Real Property Exchange and Purchase and Sale Agreement (includes site maps)
2. Submitted after meeting – List of Amendments read by Scott Adams

Motion made by LAWRENCE WEEKLY to Approve as recommended

Passed For: 5; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 2

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

**Minutes:**

SCOTT ADAMS, Director of the Office of Business Development, provided the Council with the information concerning the exchange of property east of City Hall. Acquiring these parcels will enable the City to assemble the site recommended for the arena. But, nevertheless, it is a very good acquisition of properties that will provide a tremendous redevelopment opportunity for the City. He advised that staff inadvertently excluded a boilerplate Grant, Bargain and Sale deed from the Purchase and Sale Agreement. Therefore, he read the following changes to the

**CITY COUNCIL MEETING OF: DECEMBER 6, 2006**

agreement: Items 24 and 28 will include Exhibit E, which will reflect the Disclosure of Principals, because the Grant, Bargain and Sale Agreement will become Exhibit D.

MR. ADAMS then showed on the overhead the site map and pointed to the parcels, which were appraised at an average of \$116 a square foot. Thus, staff feels that the sale price of \$91 a square foot is a good acquisition. He recommended approval and assured MAYOR GOODMAN that the transaction is in accordance with AB-312.

BRUCE LESLIE, T-BREO II, LLC, noted that the sale would not go through without the exchange.

In answer to COUNCILMAN WOLFSON'S query as to how two separate appraisals could come in so far apart, MR. ADAMS indicated that it is simply a matter of two different opinions.



**REAL PROPERTY EXCHANGE  
AND PURCHASE AND SALE AGREEMENT**

THIS AGREEMENT, entered into this 6th day of December, 2006, by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada (hereinafter the "City") and T-BREO II, LLC, a Delaware limited liability company (formerly Barrick-BREO II, LLC) (hereinafter the "Seller"):

**WITNESSETH:**

WHEREAS, the City owns certain real property that is located on the northeast corner of Carson Avenue and Eighth Street in the City, and identified with parcel number APN 139-34-612-026 hereinafter "City's Property" depicted on the site map attached hereto as Exhibit A; and

WHEREAS, the Seller owns ten parcels of real property that are generally located one block east of City Hall, which the City desires to acquire and which are identified with the following parcel numbers:

- |     |                                             |                     |
|-----|---------------------------------------------|---------------------|
| 1.  | 522 Stewart Avenue, Las Vegas               | APN: 139-34-512-008 |
| 2.  | 307 North 6 <sup>th</sup> Street, Las Vegas | APN: 139-34-512-009 |
| 3.  | 309 North 6 <sup>th</sup> Street, Las Vegas | APN: 139-34-512-010 |
| 4.  | 306 North 6 <sup>th</sup> Street, Las Vegas | APN: 139-34-512-011 |
| 5.  | 324 North 6 <sup>th</sup> Street, Las Vegas | APN: 139-34-512-013 |
| 6.  | 609 East Mesquite Avenue, Las Vegas         | APN: 139-34-512-018 |
| 7.  | 606 East Mesquite Avenue, Las Vegas         | APN: 139-34-512-019 |
| 8.  | 600 East Mesquite Avenue, Las Vegas         | APN: 139-34-512-020 |
| 9.  | 312 North 6 <sup>th</sup> Street, Las Vegas | APN: 139-34-512-024 |
| 10. | 311 North 6 <sup>th</sup> Street, Las Vegas | APN: 139-34-512-025 |

hereinafter "Seller's Property" depicted on the site map attached hereto as Exhibit B; and

WHEREAS, the City desires to exchange the City's Property for parcels 1 and 2, identified above, of the Seller's Property and the City further desires to purchase from the Seller, the remaining parcels 2 through 10, identified above, of Seller's Property; and

WHEREAS, the parties desire to set forth in this Agreement the terms and conditions of such exchange and the further purchase and sale to enable the City to acquire all of Seller's Property, and for Seller to acquire the City's Property. The City's Property and the Seller's Property are referred to collectively herein as the Property.

NOW, THEREFORE, in consideration of the foregoing and of the covenants and conditions contained herein, the parties agree as follows:

**1. PURPOSE OF AGREEMENT**

The purpose of this Agreement is to provide the means by which the City shall acquire the Seller's Property and the Seller shall acquire the City's Property as hereinafter described. As used hereinafter, the "City" refers to the City of Las Vegas, or its nominee or assignee, which in all cases shall be a political subdivision thereof.

**2. THE PROPERTY EXCHANGE AND SALE**

The City's Property, parcel 139-34-612-026, generally located at the northeast corner of Carson Avenue and Eighth Street, Las Vegas, Nevada, consists of approximately .35 acres and shall be conveyed to Seller in exchange for parcels 139-34-512-008 and 139-34-512-009 of Seller's Property, generally located at the northwest corner of Sixth Street and Stewart Avenue, Las Vegas, Nevada, crosshatched on Exhibit B, which parcels comprise approximately .324 acres and are inclusive of buildings and improvements thereon.

The remaining eight parcels of Seller's Property depicted on Exhibit B, including buildings and improvements thereon, shall be purchased by the City for Ninety One Dollars (\$91.00) per square foot @ 48,968.84 square feet for a total of \$4,456,164.44 (the "Purchase Price") as provided herein.

**3. GENERAL SCOPE OF ACQUISITION**

By executing this Agreement, the Seller agrees to acquire the City's Property, and the City agrees to acquire the Seller's Property hereunder.

**4. ACQUISITION OF SELLER'S PARCELS 2-10**

The Purchase Price for parcels 2 through 10 of the Seller's Property is Four Million Four Hundred Fifty Six Thousand One Hundred Sixty Four Dollars and 44/100 (\$4,456,164.44). The Purchase Price is based on Ninety One Dollars (\$91.00) per square foot for such property, which contains approximately 48,968.84 square feet. The entire Purchase Price is due and payable at the close of escrow as described in Section 13. The Purchase Price shall not be adjusted for differences in total square footage of less than 1% of the total described.



## **5. GENERAL REPRESENTATIONS**

The City and the Seller each represent and warrant that:

- a. This Agreement and all agreements, instruments and documents herein provided to be executed are duly executed and binding on the parties;
- b. The execution, consent or acknowledgment of no other party is necessary to effect the obligations of the City or the Seller as provided in this Agreement;
- c. This Agreement does not now or shall not hereafter breach, invalidate, cancel, make inoperative or interfere with any contract, agreement, instrument, mortgage, deed of trust, promissory note, lease, bank loan or credit agreement.
- d. Such other representations and warranties as are set forth in Exhibit C, attached hereto and made a part hereof.

## **6. EARNEST MONEY DEPOSIT**

Upon opening escrow herein, as set forth in Section 8 below, the City shall deliver to the escrow agent a deposit (the "Earnest Money Deposit") in the form of a check or wire transfer of funds in the amount of Ten Thousand Dollars (\$10,000.00.).

Upon fulfillment of all conditions necessary to enable escrow to close the exchange and sale of the respective properties as set forth herein, the Earnest Money Deposit shall be applied toward the Purchase Price.

## **7. ACQUISITION AND CONVEYANCE**

In accordance with and subject to all the terms, covenants and conditions of this Agreement, the Seller agrees to convey to the City the Seller's Property and the City shall convey to Seller the City's Property in accordance with this Agreement. Except as otherwise specifically provided, all closing and escrow costs related to the conveyance of the Property shall be borne by the parties in equal shares.



## 8. ESCROW

The parties agree to open an escrow with Nevada Title Commercial Division, (the "Title Company"), 2500 N. Buffalo Suite 150, Las Vegas Nevada with Kristin Ravelo as escrow agent (the "Escrow Agent"), immediately after the effective date of this Agreement. This Agreement constitutes the joint escrow instructions of the City and the Seller, and a duplicate original of this Agreement shall be delivered to the Escrow Agent upon the opening of escrow. The City and the Seller shall provide such additional escrow instructions as shall be necessary and consistent with this Agreement. Unless otherwise specified in any supplemental escrow instructions, the terms of this Agreement shall prevail in the case of any conflict between this Agreement and such instructions. The Escrow Agent hereby is empowered to act under this Agreement, and, upon indicating its acceptance of the provisions of this Agreement relating to Escrow Agent in writing, delivered to the City and to the Seller upon the opening of the escrow, shall carry out its duties as Escrow Agent hereunder.

The City and Seller shall timely and properly execute, acknowledge and deliver to the Escrow Agent Grant, Bargain Sale deeds conveying title to the respective properties in accordance with this Agreement.

Upon delivery of the deeds to the Escrow Agent by the City and Seller and upon delivery by the City of the Purchase Price (less the Earnest Money Deposit) pursuant to this agreement, the Escrow Agent shall record such deeds when title can be vested and title insurance as required by Section 14 hereof can be provided in accordance with the terms and provisions of this Agreement. The Escrow Agent shall buy, affix and cancel any transfer stamps required by law and pay any transfer tax required by law.

The Escrow Agent is authorized and instructed to:

a. As soon as possible following opening of escrow, provide preliminary title reports ("PTR") for the City's Property and the Seller's Property to each party. Thereafter, the parties shall have 10 (ten) days from receipt thereof in which to accept, reject or request modification of the respective PTR. A party's failure to object to the PTR within 10 (ten) days after delivery shall be deemed to represent the party's approval of the PTR. The exceptions to title accepted by a party shall be deemed the "Permitted Exceptions" with respect to such property.

b. Charge the parties obligated hereunder, and to pay to the persons entitled thereto, any fees, charges and costs payable under this Agreement and related solely to the acquisition and transfer of the respective properties. Before such payments are made, the Escrow Agent shall notify the City and the Seller of the fees, charges and costs necessary to clear title and close the escrow;

c. Disburse funds and deliver the deeds and other documents to the parties entitled thereto when the conditions of this escrow have been fulfilled by the City and the Seller;

d. Obtain and charge each of the parties the cost of a title insurance policy insuring title to the property being conveyed by that party in conformance with the requirements of Section 14 of this Agreement. The additional cost of an ALTA survey policy if desired by a party shall be borne entirely by such party.

e. Record any instruments delivered through this escrow, if necessary or proper, to vest title in accordance with the terms and provisions of this Agreement.

f. Prior to closing determine and confirm the complete and accurate history and chain of ownership, management and control of Seller in order to guarantee authority of Seller to convey clear title to Seller's Property to City pursuant to the terms of this Agreement. Any costs incurred by Escrow Agent in determining and establishing such authority shall be borne solely by Seller. Seller shall cooperate with Escrow Agent in providing copies of any documents necessary to establish such matters.

All funds received in this escrow shall be deposited by the Escrow Agent with other escrow funds of the Escrow Agent in a general interest bearing escrow account or accounts with any state or national bank doing business in the State of Nevada. Such funds may be transferred to any other such general interest bearing escrow account or accounts. All disbursements shall be made by check of the Escrow Agent. All adjustments shall be made on the basis of a 30 (thirty) day month.

If this escrow is not in condition to close before the time for the conveyance of the Property as established in this Agreement, either Party who then shall have fully performed the acts to be performed before the conveyance of title may, in writing, terminate this Agreement and demand the return of its money, papers or documents. Thereupon all obligations and liabilities of the Parties shall cease and terminate, except that the Party who has not fully performed shall be solely responsible for any escrow cancellation charges. If neither the City nor the Seller shall have fully performed the acts to be performed by it on or before the time for the conveyance of the Property as established in this Agreement, no termination or demand for return shall be recognized until 10 (ten) days after the Escrow Agent shall have mailed copies of such demand to the other party or parties at the address of its or their principal place or places of business. If any objections are raised within the 10 (ten) day period, the Escrow Agent is authorized to hold all money, papers and documents with respect to the Property until instructed in writing by both the City and the Seller or, upon failure thereof, by a court of competent jurisdiction. If no such demands are made, the escrow shall be closed as soon as possible. Nothing in this Section 8 shall be construed to impair or affect the rights or obligations of the City or the Seller to specific performance.

The Escrow Agent shall not be obligated to return any such money, papers or documents except upon the written instructions of both the City and the Seller or until the party entitled thereto has been determined by a final decision of a court of competent jurisdiction.

Any amendment of these escrow instructions shall be in writing and signed by both the City and the Seller. At the time of any amendment, the Escrow Agent shall agree to carry out its duties as Escrow Agent under such amendment.

All communications from the Escrow Agent to the City or the Seller shall be directed to the addresses and in the manner established in Section 25 of this Agreement for notices, demands and communications between the City and the Seller.

The liability of the Escrow Agent under this Agreement is limited to performance of the obligations imposed upon it under Sections 8 to 15, inclusive, of this Agreement.

Each party represents and warrants that no real estate broker is entitled to any commission as the procuring cause of this transaction resulting from any actions or words by or on behalf of such party, and each party agrees to indemnify and hold the other party harmless from any claim or demand made by any brokers acting for such indemnifying party.

#### 9. CONVEYANCE OF TITLE AND DELIVERY OF POSSESSION

Provided that the parties are not in material default under this Agreement and all conditions precedent to such conveyance have occurred, and subject to any mutually agreed upon extensions of time, conveyance of title to the Property shall be completed on or prior to **December 28, 2006, but subject to the parties good faith efforts to accomplish the close of escrow by December 15, 2006 as set forth in Section 29 herein.** The City and the Seller agree to perform all acts necessary to conveyance of title in sufficient time for title to be conveyed in accordance with the foregoing provision. Whenever requested to do so by the other party, each party shall execute, acknowledge, and deliver all further conveyances, assignments, confirmations, satisfactions, releases, powers of attorney, instruments of further assurance, approvals, consents, and all further instruments and documents as may be necessary, expedient, or proper, in order to complete all conveyances, transfers, sales, and assignments under this Agreement, and to do all other acts and to execute, acknowledge, and deliver all documents as requested in order to carry out the intent and purpose of this Agreement. Notwithstanding the above, neither party shall record any memorandum of this Agreement, or this Agreement, in the records of the County Recorder, Clark County, Nevada.

**10. FORM OF DEED**

The City and Seller shall convey marketable fee simple title to the City's and Seller's Property respectively in the condition provided in Section 11 of this Agreement by a Grant, Bargain and Sale deed in a form that is consistent with Exhibit D to this Agreement.

**11. CONDITION OF TITLE**

The City and Seller shall convey title to the respective properties free and clear of all recorded liens, encumbrances, assessments, taxes, and other defects except the Permitted Exceptions, title exceptions which do not constitute a default, those otherwise expressly permitted hereunder, or those relating to tangible or intangible personal property, which shall not be material to the Property.

**12. CONDITIONS PRECEDENT TO CLOSING**

In order for escrow to close with respect to the respective properties, the City and Seller must have deposited with the Escrow Agent the appropriate deeds and the City must have deposited with the Escrow Agent the Purchase Price. The parties must have approved the Permitted Exceptions to title.

**13. CLOSE OF ESCROW**

Upon the fulfillment of the conditions described in Section 12, the Escrow Agent shall file the deeds for recordation among the land records in the Office of the County Recorder of Clark County and shall deliver to the parties a title insurance policy insuring title in conformity with Section 14 of the Agreement. The recordation of the deeds shall constitute the close of escrow.

**14. TITLE INSURANCE**

Concurrently with recordation of any deeds, the Title Company shall provide and deliver to the parties a title insurance policy issued by the Title Company insuring that the title to the property conveyed to that party is vested in the condition required by Section 11 of this Agreement and the title insurance policy shall be in the amount of the acquisition cost of the property. In the case of the exchanged properties, the acquisition cost shall be based on the same cost per square foot as the remainder of Seller's Property, as set forth herein.



#### **15. TAXES, ASSESSMENTS, ENCUMBRANCES AND LIENS**

The party acquiring property hereunder shall be responsible for the payment of all real estate taxes and assessments assessed and levied, if any, on such property for any period subsequent to conveyance of title thereto, except for any recapture taxes for a period of time prior to close of escrow, which are the sole responsibility of party conveying the property in question. Prior to conveyance of title, the parties shall not place or allow to be placed on the properties (or portion thereof) any encumbrance or lien, and shall each be responsible for the removal of any and all liens currently recorded against the property being conveyed by that party.

#### **16. CONVEYANCE FREE OF POSSESSION**

The Property shall be conveyed free of any possession or right of possession by any person except that of the party acquiring the property hereunder.

#### **17. INSPECTION BY THE PARTIES**

Commencing with the first date set forth above and extending until 5 (five) days prior to the close of escrow (the "Inspection Period"), the parties and their representatives shall have the right to enter upon and inspect the Property at all reasonable times for the purpose of conducting such boundary and topographical surveys, and surface and building condition assessments as the party may reasonably require, but such surveys, tests and assessments shall not damage the Property. The party conducting any such assessments shall indemnify, defend and hold the owner of the particular property harmless for any personal injury, death or property damage, including costs and attorney's fees, arising out of any activity by the party conducting the assessments, or its agents, employees or contractors pursuant to this Section. The parties shall have access to all data and information on the Property available to the conveying party, but without warranty or representation by such party as to the completeness, correctness or validity of such data and information.

Any entry upon and inspection of the Property by a party prior to conveyance of title thereto shall be done only after written consent of the other party (which consent shall not be unreasonably withheld) and at the sole expense of the party conducting the inspection. Copies of data, surveys and tests obtained or made by a party on the Property under this Section shall be delivered to the other party.

Notwithstanding any other provision of this Agreement, either party shall have the right to terminate this Agreement, prior to expiration of the Inspection Period, if inspection of the Property reveals soil or similar conditions that, in the party's reasonable judgment, make development impossible or impractical. Upon its exercise of said right to terminate, the City shall be entitled to the return of the Earnest Money Deposit.



**18. TIME OF ESSENCE**

Time is of the essence of this Agreement and every obligation hereunder.

**19. DEFAULT AND REMEDIES**

If the City fails to fulfill its obligations with respect to the acquisition of the Property, where such failure is not based upon defective title or is not otherwise excused specifically under this Agreement, the Seller shall be entitled to terminate this Agreement and retain the Earnest Money Deposit as its sole remedy for such breach.

In the event Closing does not occur solely as a result of Seller's breach of its obligations under this Agreement, and if the City has given Seller written notice of the alleged default and a reasonable period to cure that default, but not less than twenty (20) days, the City shall be entitled to terminate this Agreement, and either seek the refund of the Deposit, or alternatively, pursue specific performance as its sole and exclusive remedy, but excluding, however, any claim for punitive or consequential damages or lost profits.

No such remedy for either party shall be available unless and until:

- a. Written notice of default is provided to the party in default; and
- b. Prior to close of escrow, such default has not been cured to the reasonable satisfaction of the party giving notice.

**20. SURVIVAL**

The representations and warranties contained in this Agreement, and the covenants that extend beyond the conveyance of title, shall except to the extent otherwise set forth herein survive the recordation of any deed and shall not be deemed merged into such deed.

**21. SUCCESSORS AND ASSIGNS**

This Agreement shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, subject to the provisions of this Agreement.

## **22. NONLIABILITY OF CITY OFFICIALS AND EMPLOYEES**

No official or employee of the City shall be personally liable to the Seller for any default or breach by the City, for any amount which may become due to the Seller or for any obligation of the City under the terms of this Agreement.

## **23. NOTICES, DEMANDS AND COMMUNICATIONS**

Formal notices, demands and communications between the City and the Seller shall be sufficiently given if made in writing and dispatched by registered or certified mail, postage prepaid, return receipt requested or by personal delivery, to the principal offices of the City and the Seller as set forth in this Section 25. Such written notices, demands and communications may be sent in the same manner to such other addresses as either party may from time to time designate in writing.

If to the City:                      City Manager's Office  
                                            City of Las Vegas  
                                            400 East Stewart Avenue  
                                            Las Vegas, Nevada 89101

If to the Seller:                    T-BREO II, LLC  
                                            c/o Beckley Singleton, Chtd.  
                                            530 Las Vegas Blvd., South, 4<sup>th</sup> Floor  
                                            Las Vegas, NV 89101  
                                            Attn: Bruce A. Leslie, Esq.

## **24. ENTIRE AGREEMENT, WAIVERS AND AMENDMENTS**

This Agreement is executed in two multiple originals, each of which is deemed to be an original. This Agreement comprises pages 1 through 14, inclusive, and Exhibits A, B, C and D, attached hereto and incorporated herein by reference, all of which constitute the entire understanding and agreement of the parties.

This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof.

All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the City and the Seller and no waiver of one provision shall be construed as a waiver of that provision in the future or as a waiver of any other provision.

All amendments hereto must be in writing and signed by the appropriate authorities of the City and the Seller.

**25. SEVERABILITY**

Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law, but if any provision shall be invalidated, it shall be deemed to be severed from this Agreement and the remaining provisions shall remain in full force and effect.

**26. GOVERNING LAW**

The interpretation and enforcement of this Agreement shall be governed in all respects by the laws of the State of Nevada.

**27. CAPTIONS**

The captions contained in this Agreement are for the convenience of the parties and shall not be construed so as to alter the meaning of the provisions of the Agreement.

**28. DISCLOSURE OF PRINCIPALS**

Pursuant to Resolution R-105-99 adopted by the City Council effective October 1, 1999, Seller warrants that it has disclosed, on the form attached hereto as Exhibit 'D', all principals, including partners of T-BREO II, LLC. Throughout the term hereof, Seller shall notify City in writing of any material change in the above disclosure.

**29. TIME FOR ACCEPTANCE OF AGREEMENT BY CITY**

This Agreement, when executed by the Seller and delivered to the City, must be approved by the City Council, executed and delivered by the City by December 12, 2006 or this Agreement shall be void, except to the extent that the Seller shall consent in writing to further extensions of time for the authorization, execution and delivery of this Agreement. Seller may execute this Agreement by signing and acknowledging the Agreement, and submitting it to the City via facsimile transmission, with the original signed and acknowledged original to follow by express mail and delivered to the City by December 5, 2006. By executing this Agreement and submitting it to the City, the Seller is making an irrevocable offer to enter into this Agreement, which offer shall continue for the period of time specified above. The effective date of this

Agreement shall be the date when this Agreement has been signed by the City. The parties and escrow agent shall use reasonable good faith efforts to accomplish the close of escrow by December 15, 2006, but regardless of the above, close of escrow shall occur not later than December 28, 2006 (the "Outside Closing Date").

30. **LOSS BY FIRE OR OTHER CASUALTY; CONDEMNATION**

In the event that prior to Closing, a portion of the Property is destroyed or damaged or if condemnation proceedings are threatened or commenced against all or a portion of the Property, the party that is subject to such event shall promptly give the other written notice of the occurrence of such damage, destruction or condemnation proceeding. Neither party **shall** have the right to terminate the Agreement by reason thereof, and upon receipt will pay to the other at Closing any insurance or other casualty proceeds received, or if not received, assign the rights to payment. In the event of condemnation by an entity other than the City, neither party shall have the right to terminate this Agreement by reason thereof, and all condemnation awards payable to the other party by reason thereof at Closing with no reduction in the Purchase Price or the exchange. In the event of a condemnation, the Seller shall have the right to pursue additional damages or an additional award from the condemning authority. Prior to closing Seller may demolish, salvage, scavenge, secure, remove, close and cease to operate any or all of the buildings and improvements on the Seller's Property at Seller's sole discretion, regardless of, or not in response to, emergencies.

Date of City Council Approval:

---

CITY OF LAS VEGAS

By \_\_\_\_\_  
OSCAR B. GOODMAN, Mayor

ATTEST:

\_\_\_\_\_  
BARBARA JO RONEMUS, City Clerk

Approved as to form:

Thomas R. Green 11/16/06  
Deputy City Attorney Date  
Thomas R. Green

T-BREO II, LLC, a Delaware limited liability company

By: BC-BREO II, LLC, a Delaware limited liability company, its sole member

By: Tamares Barrick Real Estate Ventures, LLC, a Delaware limited liability company, its sole member

By: Tamares Barrick Las Vegas Properties, LLC a Delaware limited liability company, its managing Member

By: Tamares Las Vegas Partners, LLC, a Delaware limited liability company, its managing member

By: T-C Partners, LLC, Delaware limited liability company, its managing member

By: Concorde Capital, LLC, a Delaware limited liability company, its managing member

By: \_\_\_\_\_  
MICHAEL R. TREANOR  
Its managing member



## ACKNOWLEDGMENTS

STATE OF NEVADA    )  
                                  ) ss.  
COUNTY OF CLARK    )

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, personally appeared before me, the undersigned, a Notary Public in and for the County of Clark, State of Nevada, OSCAR B. GOODMAN, who acknowledged that he executed the above instrument.

\_\_\_\_\_  
NOTARY PUBLIC, in and for said  
County and State

STATE OF NEVADA    )  
                                  ) ss.  
COUNTY OF CLARK    )

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, personally appeared before me, the undersigned, a Notary Public in and for the County of Clark, State of Nevada, MICHAEL R. TREANOR, who acknowledged that he executed the above instrument.

\_\_\_\_\_  
NOTARY PUBLIC, in and for said  
County and State

# Exhibit A

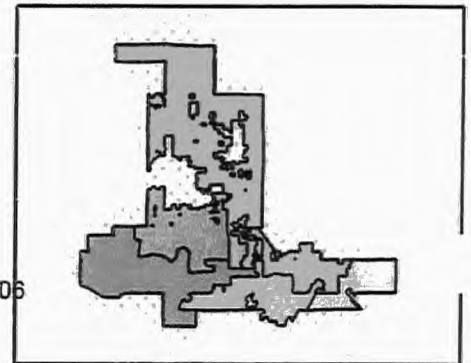


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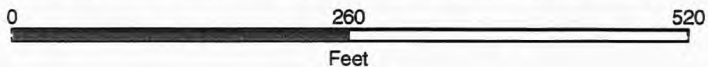
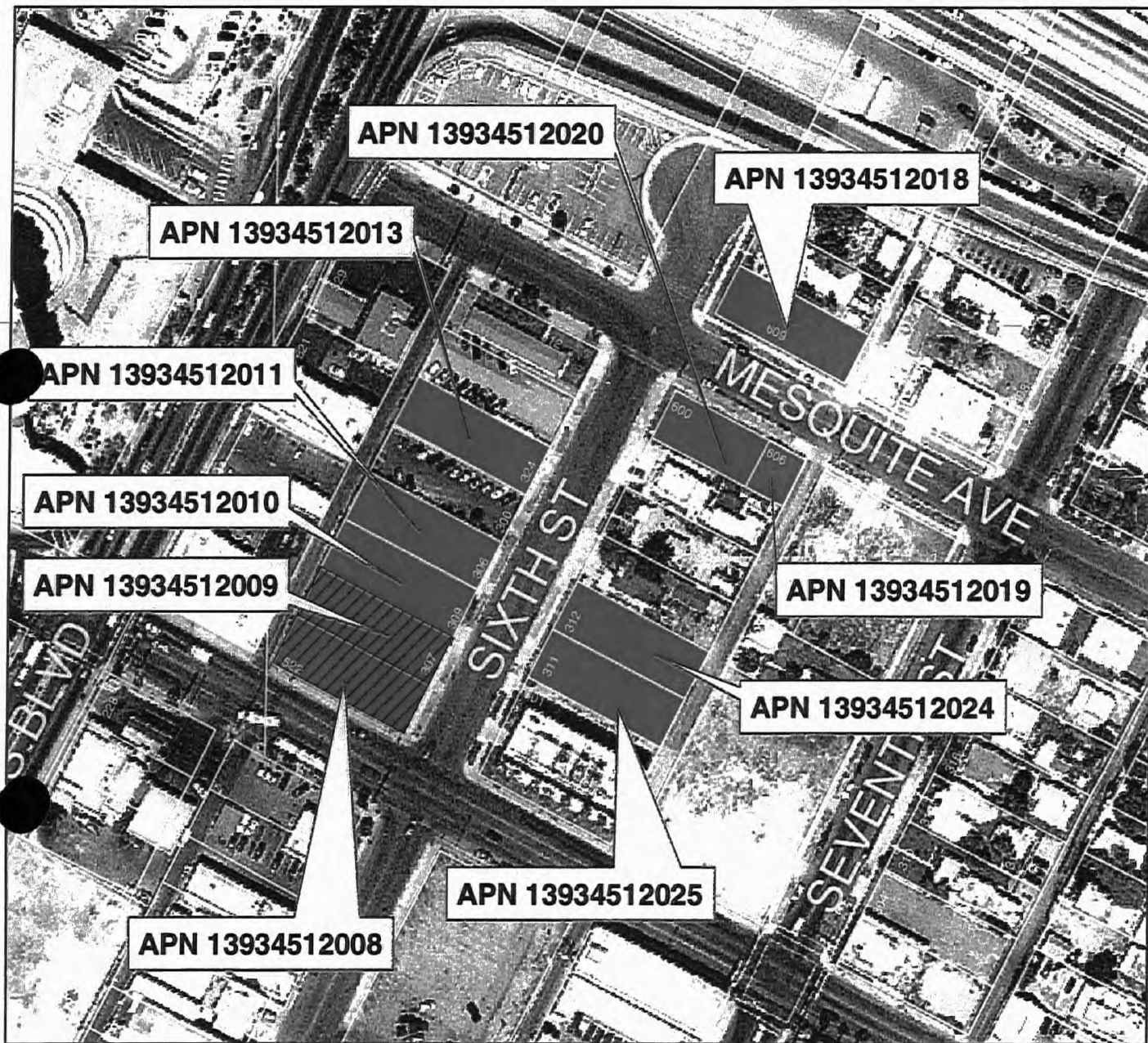
Created by: barrick2cityowned010906.mxd on Jan 9 2006

Due to continuous development activity  
this map is for reference only.



# Exhibit B

## Barrick-BREO II, LLC Parcels

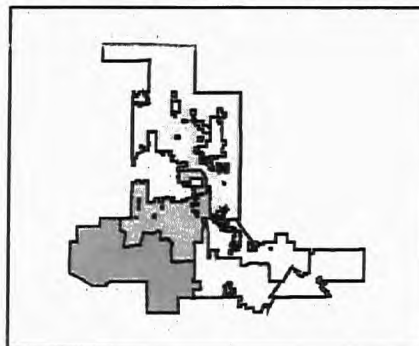


### Legend

 Barrick-BREO II LLC

Created : 10/30/06

Due to continuous development activity  
this map is for reference only.





## EXHIBIT C

### ADDITIONAL REPRESENTATIONS AND WARRANTIES

d. Each has no knowledge of the history of the construction, renovation, maintenance, or use of the Property. Accordingly, asbestos containing materials, solvents, gasoline, oil, paint and other petrochemicals ("**Materials**") may have been used on the Property in connection with any renovation, construction or operations thereon. Residual amounts of Materials may be stored, spilled, exist on, in or under the Property, or portions thereof.

e. Neither makes any representations or warranties of any kind or nature herein, and regardless of what is included in any written material provided, as to any violation of any laws relating to Hazardous Materials that has occurred, is currently occurring, or will occur before Closing with respect to the Property, except that Michael Treanor for the Seller and \_\_\_\_\_ (director of facilities) for the City have not received written notice of any violation from any governmental agency or other person. Similarly, neither party makes any representations or warranties of any kind or nature, regardless of what is included in any written material provided to the other, whether that party or any agent or tenant of that party has used Hazardous Materials on, within or affecting the Property in any manner which violates federal, state or local laws, ordinances, rules, regulations or policies, including, but not limited to, any law, statute, ordinance, or regulation pertaining to Hazardous Materials including, but not limited to, CERCLA (as defined below), RCRA (as defined below), and NRS ch. 459, NRS ch. 444, NRS ch. 445, NRS §§ 618.750-618.850, inclusive, and NRS § 477.045, or the Uniform Fire Code, 1991 edition (collectively, "**Environmental Laws**") governing the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of Hazardous Materials. For purposes of this Agreement, "**Hazardous Materials**" shall include, but shall not be limited to, those substances, chemicals and mixtures defined as "hazardous substances", "hazardous materials", "toxic substances", "imminently hazardous chemical substance or mixture", "pesticide", "heavy metal", "hazardous air pollutant", "toxic pollutant", "solid waste", "hazardous waste", "medical waste" or "radioactive waste" in the Toxic Substance Control Act (15 U.S.C. Sections 2601 et seq.), the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Sections 9601 et seq.) ("CERCLA"), the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Sections 6901 et seq.) ("RCRA"), the Federal Hazardous Substances Act, 15 U.S.C. § 1261 et. seq., the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et. seq., the Clean Air Act, 42 U.S.C. § 7401 et. seq., the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. § 136 et. seq., the Emergency Planning and Community Right to Know Act of 1986, 42 U.S.C. § 11001 et. seq., the Occupational Safety and Health Act of 1970, 29 U.S.C. § 651 et. seq., the Hazardous Materials Transportation Act, 49 U.S.C. § 1801 et. seq., and the rules, orders and regulations now in effect or now promulgated and effective hereafter pursuant to each respective law listed above; those substances defined as "hazardous waste", "radioactive waste", "solid waste", "toxic waste", "pollutant", "hazardous material", "regulated substance", "asbestos", or "asbestos containing material" in NRS ch. 459,

NRS ch. 444, NRS ch. 445, NRS §§ 618.750-618.850, inclusive, NRS § 477.45, or in the regulations now existing pursuant thereto, or in the Uniform Fire Code, 1991 edition; those substances listed in the United States Department of Transportation table (49 CFR 172.101 and amendments thereto) or by the Environmental Protection Agency (or any successor agency) as hazardous substances (40 CFR Part 302 and amendments thereto); petroleum and petro-chemical products; and such other substances, materials and wastes which are classified as hazardous or toxic under federal, state or local laws or regulations, including, but not limited to petroleum, dry cleaning materials, pesticides, herbicides, fertilizers and any other substance that has been determined by any governmental agency to constitute a hazardous waste, hazardous substance, hazardous material, toxic substance, toxic waste, restricted hazardous waste and any cancer causing or reproductive toxicity impacting chemical.

f. The City acknowledges and agrees that Seller shall not have any liability, obligation or responsibility (and Seller hereby disclaims the same) with respect to the content or accuracy of any written report, study, opinion or conclusion pertaining to the Seller's Property prepared by anyone other than Seller, or any demolition contracts solicited by Seller and provided to the City.

g. THE PARTIES SPECIFICALLY ACKNOWLEDGE AND AGREE THAT THEY ARE EXCHANGING AND SELLING THE PROPERTY ON AN "AS IS WITH ALL FAULTS" BASIS. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT THEY ARE NOT RELYING ON ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, FROM THE OTHER OR ITS AGENTS, AS TO ANY MATTERS CONCERNING THE PROPERTY, INCLUDING WITHOUT LIMITATION: (I) THE QUALITY, NATURE, ADEQUACY AND PHYSICAL CONDITION OF THE PROPERTY AND THE IMPROVEMENTS THEREON, IF ANY, (II) THE QUALITY, NATURE, ADEQUACY, AND PHYSICAL CONDITION OF SOILS, GEOLOGY AND ANY GROUNDWATER, (III) THE EXISTENCE, QUALITY, NATURE, ADEQUACY AND PHYSICAL CONDITION OF UTILITIES SERVING THE PROPERTY, (IV) THE PROPERTY'S USE, HABITABILITY, MERCHANTABILITY, OR FITNESS, SUITABILITY, VALUE OR ADEQUACY OF THE PROPERTY FOR ANY PARTICULAR PURPOSE, (V) THE COMPLIANCE OF THE PROPERTY OR ITS OPERATION WITH ANY APPLICABLE CODES, LAWS, REGULATIONS, STATUTES, ORDINANCES, COVENANTS, CONDITIONS AND RESTRICTIONS OF ANY GOVERNMENTAL OR QUASI-GOVERNMENTAL ENTITY OR OF ANY OTHER PERSON OR ENTITY, (VI) THE PRESENCE OF HAZARDOUS MATERIALS (INCLUDING, WITHOUT LIMITATION, ASBESTOS OR ASBESTOS-CONTAINING MATERIALS AND LEAD-BASED PAINT) ON, UNDER OR ABOUT THE PROPERTY (OR IMPROVEMENTS THEREON, IF ANY) OR THE ADJOINING OR NEIGHBORING PROPERTY, (VII) THE QUALITY OF ANY LABOR AND MATERIALS USED IN ANY IMPROVEMENTS ON THE PROPERTY, IF ANY. EACH PARTY ACKNOWLEDGES THAT IT SHALL USE ITS INDEPENDENT JUDGMENT, AND MAKE ITS OWN DETERMINATION, AS TO THE SCOPE AND BREADTH OF THE DUE DILIGENCE INVESTIGATION THAT IT SHALL MAKE RELATIVE TO THE PROPERTY, AND EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, SHALL RELY UPON ITS OWN INVESTIGATION OF THE PHYSICAL,



ENVIRONMENTAL, ECONOMIC AND LEGAL CONDITION OF THE PROPERTY AND THE IMPROVEMENTS THEREON, IF ANY (INCLUDING, WITHOUT LIMITATION, WHETHER THE PROPERTY IS LOCATED IN AN AREA WHICH IS DESIGNATED AS A SPECIAL FLOOD HAZARD AREA, DAM FAILURE INUNDATION AREA, EARTHQUAKE FAULT ZONE, SEISMIC HAZARD ZONE, HIGH FIRE SEVERITY AREA OR WILDLAND FIRE AREA, BY ANY FEDERAL, STATE OR LOCAL AGENCY). EACH PARTY UNDERTAKES AND ASSUMES THE RISKS ASSOCIATED WITH ALL MATTERS PERTAINING TO THE PROPERTY'S LOCATION IN ANY AREA DESIGNATED AS A SPECIAL FLOOD HAZARD AREA, DAM FAILURE INUNDATION AREA, EARTHQUAKE FAULT ZONE, SEISMIC HAZARD ZONE, HIGH FIRE SEVERITY AREA OR WILDLAND FIRE AREA, BY ANY FEDERAL, STATE OR LOCAL AGENCY. THE PROVISIONS OF THIS SECTION SHALL INDEFINITELY SURVIVE THE CLOSE OF ESCROW HEREUNDER OR TERMINATION OF THIS AGREEMENT AND SHALL NOT BE MERGED INTO THE GRANT DEED.

h. Each party represents and warrants to the other party that it has not been represented by a real estate broker or finder in connection with this transaction. Each party shall defend, indemnify, and hold the other party harmless from any claim, loss, liability or costs (including reasonable attorneys fees) made, imposed or incurred by reason of any advisor, broker, finder, or similar service provider claiming and/or establishing the right to a commission, reimbursement, compensation, or fee in connection with this transaction and arising out of or alleged to be arising out of (or claiming through) the indemnifying party's own conduct (or any officer, director, member, agent or affiliate of that person).

i. The representations and warranties made in this Agreement are in lieu of, and are exclusive of, all other representations and warranties, including, without limitation, any implied warranties, notwithstanding the delivery or disclosure to any party or its officers, directors, employees, agents or representatives of any documentation or other information. **Seller and the City disclaim any warranty (express or implied) of merchantability or fitness or for a particular purpose as to the personal property being sold by reason of this Agreement.** This disclaimer, however, does not pertain or apply to either's warranty of the merchantability of title of the Property conveyed pursuant to this Agreement, which warranty terminates at Closing.

## EXHIBIT "D"

### CERTIFICATE DISCLOSURE OF OWNERSHIP/PRINCIPALS

#### 1. Definitions

"City" means the City of Las Vegas.

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

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

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

#### 2. Policy

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

#### 3. Instructions

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

#### 4. Incorporation

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

|                                                                   |
|-------------------------------------------------------------------|
| <b>Block 1 Contracting Entity</b>                                 |
| T-BREO II, LLC                                                    |
| Name c/o Tamaras Las Vegas Properties<br>1500 Broadway Suite 2400 |
| Address NY, NY 10036<br>(212) 302-9444                            |
| Telephone                                                         |
| EIN or DUNS<br>90-0250681                                         |

|                                                                                                                                                                                                                                    |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Block 2 Description</b>                                                                                                                                                                                                         |
| Subject Matter of Contract/Agreement<br>"Real Property Exchange and<br>Purchase and Sale Agreement between<br>City of Las Vegas and<br>T-BREO II, LLC, a Delaware<br>limited liability company<br>(formerly Barrick-BREO II, LLC)" |

### CERTIFICATE - DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

|                                                                                                                                                                                                                                         |                         |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|
| <b>Block 3</b>                                                                                                                                                                                                                          | <b>Type of Business</b> |
| Individual                                                                                                                                                                                                                              | Partnership             |
| <u>Limited Liability Company</u>                                                                                                                                                                                                        | Corporation             |
| Trust                                                                                                                                                                                                                                   | Other:                  |
| <b>Block 4 Disclosure of Ownership and Principals</b>                                                                                                                                                                                   |                         |
| In the space below, the Contracting Entity must disclose all principals (including partners) of the Contracting Entity, as well as persons or entities holding more than one-percent (1%) ownership interest in the Contracting Entity. |                         |

|     | FULL NAME/TITLE                       | BUSINESS ADDRESS                        | BUSINESS PHONE |
|-----|---------------------------------------|-----------------------------------------|----------------|
| 1.  | MICHAEL R. TREANOR<br>MANAGING MEMBER | 8 PINE HOLLOW<br>BERKHAMPTON NY 07924   | 908 303 6700   |
| 2.  | JOSE C. ZABUDOWICZ<br>MEMBER          | 1500 BROADWAY, STE. 2400<br>NY NY 10036 | 212 302 9444   |
| 3.  |                                       |                                         |                |
| 4.  |                                       |                                         |                |
| 5.  |                                       |                                         |                |
| 6.  |                                       |                                         |                |
| 7.  |                                       |                                         |                |
| 8.  |                                       |                                         |                |
| 9.  |                                       |                                         |                |
| 10. |                                       |                                         |                |

### Block 5 DISCLOSURE OF OWNERSHIP AND PRINCIPALS - ALTERNATE

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

Name of Attached Document: \_\_\_\_\_

Date of Attached Document: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

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

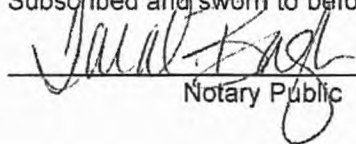
I certify under penalty of perjury, that all the information provided in this Certificate is current, complete and accurate. I further certify that I am an individual authorized to contractually bind the above named Contracting Entity.

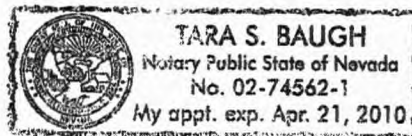
 MICHAEL R. TREAVOR

NOVEMBER 1, 2006

Date

Subscribed and sworn to before me this 1st day of November, 2006

  
Notary Public



DECEMBER 6, 2006 CITY COUNCIL MEETING ITEM 46, CHANGES TO BE READ INTO THE RECORD

"I would like to read the following changes into the record. With your consideration and approval, these changes will become part of the official record."

1. In the **Real Property Exchange and Purchase and Sale Agreement**, Item #24, first paragraph, the second sentence shall read to include the addition of "Exhibit E." *(This is due to Disclosure of Principals changed from Exhibit D to Exhibit E.)*
2. In the **Real Property Exchange and Purchase and Sale Agreement**, Item #28, first sentence shall read to include the addition of "Exhibit E." *(This is due to Disclosure of Principals changed from Exhibit D to Exhibit E.)*
3. "Exhibit D" - **GRANT, BARGAIN AND SALE DEED** - has been added to the **Real Property Exchange and Purchase and Sale Agreement**. This Exhibit was initially omitted from the original agreement. *(Copies are being provided today to the Council and City Clerk on green paper.)*
4. Disclosure of Principals is now "Exhibit E". *(This is due to Disclosure of Principals changed from Exhibit D to Exhibit E.)*

Submitted <sup>after</sup> City Council  
Date 12/6/06 Item 46



**AGENDA SUMMARY PAGE**  
**CITY COUNCIL MEETING OF: DECEMBER 6, 2006**

**DEPARTMENT: OFFICE OF BUSINESS DEVELOPMENT**

**DIRECTOR: SCOTT D. ADAMS**

☐ Consent ☒ Discussion

**SUBJECT:**

Discussion and possible action regarding a Third Amendment to the Exclusive Negotiation Agreement (Amendment) with Frank Wright Plaza, LLC, (FWP) to negotiate a Disposition and Development Agreement (DDA) for parcels located at 4th Street and Stewart Avenue totaling approximately 5.49 acres (Site) (APNs 139-34-501-004 and 006) – Ward 5 (Weekly)

**Fiscal Impact**



**No Impact**



**Augmentation Required**



**Budget Funds Available**

**Amount:**

**Funding Source:**

**Dept./Division:**

**PURPOSE/BACKGROUND:**

Pursuant to the Exclusive Negotiation Agreement dated June 15, 2005, FWP must complete a Master Plan for development of the Site to serve as the basis for negotiating a DDA. FWP is in the process of finalizing the Master Plan, and the Amendment will extend the ENA term through April 18, 2007, to negotiate DDA terms and allow Council to consider the DDA.

**RECOMMENDATION:**

Authorize the Mayor to execute the Third Amendment to the Exclusive Negotiation Agreement with Frank Wright Plaza, LLC, to extend the term of the DDA negotiations.

**BACKUP DOCUMENTATION:**

1. Agenda Memo
2. Third Amendment to the Exclusive Negotiation Agreement
3. Site Map

Motion made by LAWRENCE WEEKLY to Approve as recommended

Passed For: 5; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 2

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

Minutes:

SCOTT ADAMS, Director of the Office of Business Development, summarized the extension of time for the existing Exclusive Negotiation Agreement entered into last year and already extended twice. This is a complex transaction involving third-parties.

TODD TAL, on behalf of Frank Wright Plaza, was present and confirmed MR. DONNER'S statement that the financing situation is in good shape. COUNCILMAN WEEKLY agreed that more time is needed for this beautiful project because of all the other people and entities involved.

**AGENDA MEMO**

**CITY COUNCIL MEETING DATE: DECEMBER 6, 2006**

**DEPARTMENT: BUSINESS DEVELOPMENT**

**ITEM DESCRIPTION: Discussion and possible action regarding a Third Amendment to the Exclusive Negotiation Agreement with Frank Wright Plaza, LLC, to negotiate a Disposition and Development Agreement for parcels located at 4<sup>th</sup> Street and Stewart Avenue**

---

1. On June 15, 2005, Council approved an Exclusive Negotiation Agreement (ENA) to allow the City and The Henry Brent Company, LLC (Henry Brent) to negotiate terms of a Disposition and Development Agreement (DDA) for parcels located at 4<sup>th</sup> St. and Stewart Ave. (Site). DDA terms subject to negotiation include (but are not limited to): a. Scope of development; b. Phasing of development; c. Schedule of performance; d. Purchase price; and, e. Earnest money deposit.
2. On November 9, 2005, Henry Brent and Frank Wright Plaza, LLC (FWP) executed an Assignment and Assumption Agreement whereby Henry Brent assigned all of its rights and obligations under the ENA to FWP and FWP accepted said assignment and assumption. FWP was formed specifically by Henry Brent to serve as the Developer of the Site and both entities are owned by the same principals.
3. On May 17, 2006, Council approved the Second Amendment to the ENA in order to extend the ENA term to December 20, 2006.
4. The City has a good faith deposit of \$100,000 for the ENA to ensure that the Developer proceeds diligently to negotiate and perform all of its obligations under the ENA. Should the Developer fail to negotiate in good faith on the terms of a DDA, the deposit may be retained by the City.
5. As part of the ENA, the Developer (at its expense) must complete a master plan for the Site (Master Plan) to define a scope of development that incorporates the highest and best use with the preservation of the historic Post Office (the POST Modern). At the City's request, the Developer is making revisions to the Master Plan to best achieve these goals.
6. In addition, covenants in the Grant Deed from the U.S. General Services Administration that conveyed ownership of the POST Modern to the City require that the National Park Service (NPS) review and approve the Master Plan. Until the NPS has approved the Master Plan, final terms of the DDA cannot be negotiated between the City and the Developer.
7. The Third Amendment to the Exclusive Negotiation Agreement (Amendment) will extend the term of the ENA to April 18, 2007, to allow the Developer to complete the Master Plan, negotiate final DDA terms and bring the DDA to Council for consideration.
8. The DDA will be presented to City Council for consideration upon final negotiation of mutually agreeable terms between the City and FWP.

**THIRD AMENDMENT TO  
THE EXCLUSIVE NEGOTIATION AGREEMENT BETWEEN  
THE CITY OF LAS VEGAS AND FRANK WRIGHT PLAZA, LLC**

THIS THIRD AMENDMENT is made and entered into this 6<sup>TH</sup> day of December, 2006, by and between the City of Las Vegas, a Nevada municipal corporation (hereinafter "City") and Frank Wright Plaza, LLC, a Nevada limited liability company (hereinafter "Developer"), on the terms and provisions set forth below.

**RECITALS**

WHEREAS, on June 15, 2005, the City and The Henry Brent Company, LLC entered into the Exclusive Negotiation Agreement (the "ENA") to allow for negotiations of a Disposition and Development Agreement for the development of certain property located at 4<sup>th</sup> Street and Stewart Avenue; and

WHEREAS, on November 9, 2005, The Henry Brent Company, LLC, assigned all of its rights and obligations under the ENA to the Developer and Developer assumed all of said rights and obligations from The Henry Brent Company, LLC pursuant to the provisions of the Assignment and Assumption Agreement; and

WHEREAS, on December 7, 2005, the City Council consented to the Assignment and Assumption Agreement and authorized the Mayor to execute the Consent to Assignment and Assumption Agreement; and

WHEREAS, concurrently with the City Council consent to the Assignment and Assumption Agreement, the City and the Developer entered into the First Amendment to the Exclusive Negotiation Agreement; and

WHEREAS, on May 17, 2006, the City Council authorized the Mayor to enter into the Second Amendment to the Exclusive Negotiation Agreement; and

WHEREAS, the City and Developer mutually desire to extend the term of the ENA.

NOW, THEREFORE, said parties do hereby agree as follows:

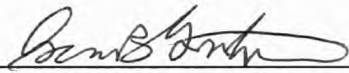
1. In Section I., B., the Negotiation Period shall be extended up to and including April 18, 2007.

2. Pursuant to Section IV., C., Full Disclosure of Principals, the Developer has submitted and disclosed on the form attached to this Third Amendment as Exhibit "A" all principals, including partners or members of Frank Wright Plaza, LLC, as well as all persons and entities holding more than 1% interest in said company or any principal, partner or member of the same.

3. No Other Amendments. Except as expressly set forth in this Third Amendment, all provisions of the ENA shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Third Amendment on the date set forth above.

City of Las Vegas

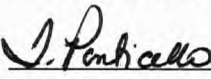
By   
Oscar B. Goodman, Mayor

“City”

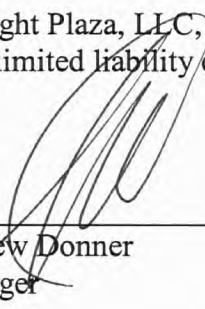
ATTEST:

  
Barbara Jo Ronemus, City Clerk

APPROVED AS TO FORM:

 11/14/06  
Date

Frank Wright Plaza, LLC,  
a Nevada limited liability company

By:   
Andrew Donner  
Its: Manager

“Developer”

## DISCLOSURE OF PRINCIPALS

The principals and partners of Frank Wright Plaza, LLC and all persons and entities holding more than 1% (one percent) interest in Frank Wright Plaza, LLC Or any principal of Frank Wright Plaza, LLC are the following:

| <u>FULL NAME</u>                                          | <u>BUSINESS ADDRESS</u>                                     | <u>BUSINESS PHONE</u> |
|-----------------------------------------------------------|-------------------------------------------------------------|-----------------------|
| 1. <u>Donner Investment Trust/Andrew B. Donner</u>        | <u>206 North 3<sup>rd</sup> Street, Las Vegas 89101</u>     | <u>702-953-4320</u>   |
| 2. <u>Steven Mack Gaming Investment Trust/Steven Mack</u> | <u>8741 Lakeside Drive, Reno, NV 89511</u>                  | <u>702-769-5959</u>   |
| 3. <u>Robert H. O'Neil</u>                                | <u>206 North 3<sup>rd</sup> Street, Las Vegas, NV 89101</u> | <u>702-953-4320</u>   |
| 4. <u>Keith E. Grossman</u>                               | <u>206 North 3<sup>rd</sup> Street, Las Vegas, NV 89101</u> | <u>702-953-4320</u>   |

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



By: \_\_\_\_\_

Andrew Donner

Its: Manager

Subscribed and sworn to before me this

14 day of November, 2006  
Sarah Starr Smith  
Notary Public





Site Map

**AGENDA SUMMARY PAGE**  
**CITY COUNCIL MEETING OF: DECEMBER 6, 2006**

**DEPARTMENT: OFFICE OF BUSINESS DEVELOPMENT**

**DIRECTOR: SCOTT D. ADAMS**

☐ Consent ☒ Discussion

**SUBJECT:**

Discussion and possible action concerning a proposed budget submitted by Newland Communities, LLC, for the design, construction and fiscal year 2007 operating budget for Phase I Infrastructure on Union Park, located at the northeastern corner of Bonneville Avenue and Grand Central Parkway (APNs 139-34-110-002 and 003) (\$1,365,000 from future City Parkway V, Inc., Land Sales) - Ward 5 (Weekly)

**Fiscal Impact**

☐

No Impact

☒

Augmentation Required

☐

Budget Funds Available

**Amount:** \$1,365,000

**Funding Source:** 98301 - City Parkway V, Inc., Land Sales

**Dept./Division:** Office of Business Development

**PURPOSE/BACKGROUND:**

On December 21, 2005, City Council authorized the execution of a Project Management and Consulting Agreement between City Parkway V, Inc., City of Las Vegas, Nevada and Newland Communities, LLC. In addition to designing a Master Plan and Business Plan, Newland was also to deliver a budget for the design, construction and fiscal year operating budget for the Phase I Infrastructure to make the Union Park site accessible, construction ready for Phase I projects and temporary parking.

**RECOMMENDATION:**

Approval.

**BACKUP DOCUMENTATION:**

1. Agenda Memo
2. Proposed Phase I Infrastructure
3. UP Phase I Development Cost Estimates
4. Budget Memo
5. City Parkway V Budget

Motion made by LAWRENCE WEEKLY to Approve

Passed For: 5; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 2

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

**Minutes:**

SCOTT ADAMS, Director of the Office of Business Development, noted that this is a companion to the agreement amendment (Item 45). He explained the various budget columns. Staff recommended approval of the budgets with their ceilings and caps.

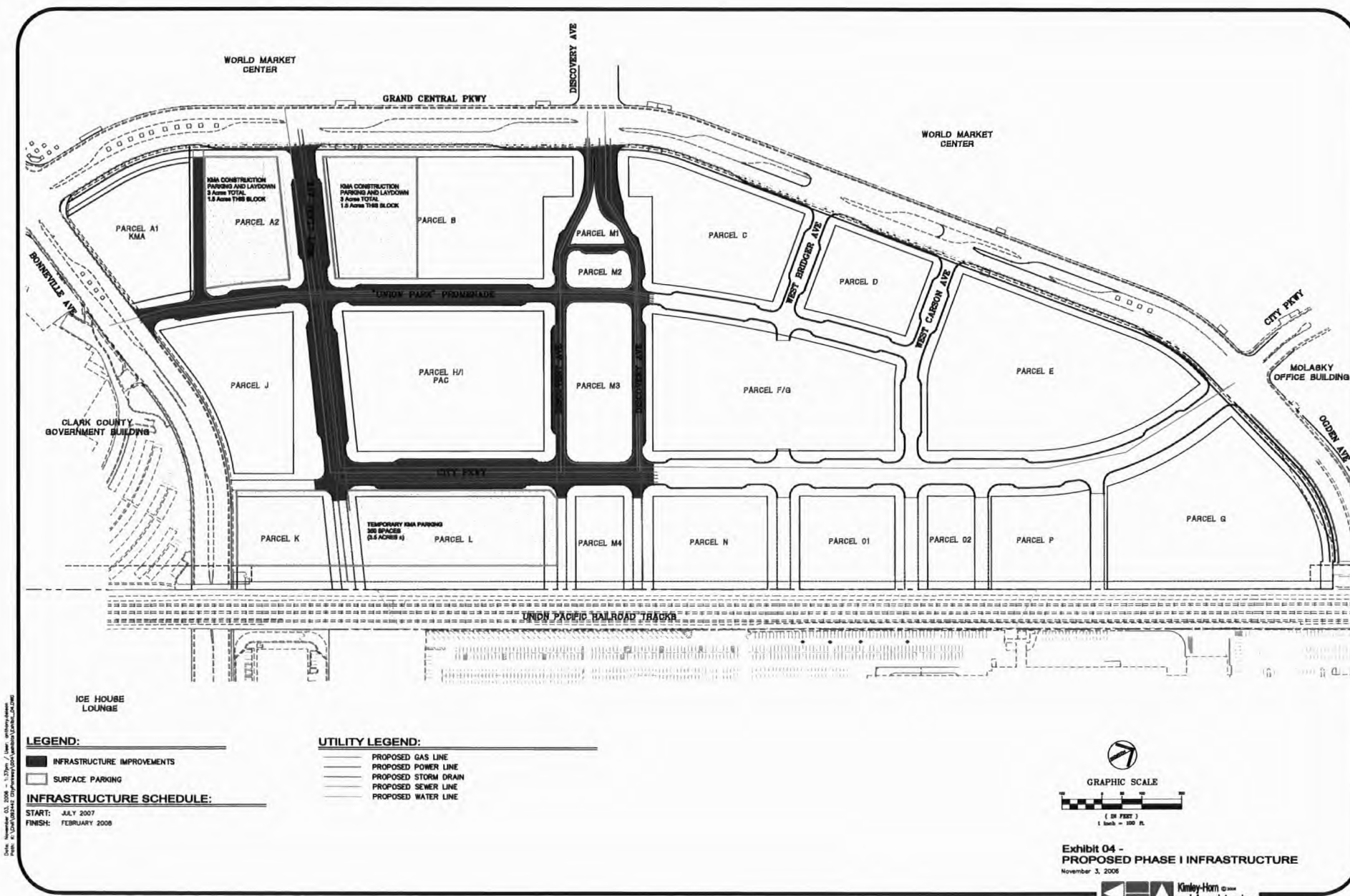
**AGENDA MEMO**

**CITY COUNCIL MEETING DATE:** December 06, 2006

**DEPARTMENT:** OFFICE OF BUSINESS DEVELOPMENT

**ITEM DESCRIPTION:** Discussion and possible action concerning a proposed budget submitted by Newland Communities, LLC, for the design, construction and Fiscal year 2007 operating budget for Phase I Infrastructure on Union Park, APNs 139-34-110-002 and 003 (\$1,365,000 – City Parkway V, Inc. future land sales)- Ward 5 (Weekly)

- 
1. Project Management and Consulting Agreement (PMA) between City Parkway, V, Inc., City of Las Vegas, Nevada and Newland Communities, LLC, approved by City Council on December 27, 2005
  2. May 17, 2006 Business Plan for Union Park was conceptually approved by City Council.
  3. The next milestone in the PMA was to prepare an annual operating budget along with a design and construction budget for Phase 1 Infrastructure.
  4. Newland Communities was instructed to create Phase 1 Infrastructure to include: a) access to the site for the two anchor tenants: Lou Ruvo Brain Institute and Smith Center For The Performing Arts; b) temporary surface parking for 2,500 cars; c) roadways that would delineate pads for phase 1 construction; d) bring utilities into the site and along Phase 1 pad sites.
  5. Funds for this work will come from:
    - a. \$32 million from sold GO bonds
    - b. \$8 million in cash
    - c. \$1,183,000 in the City Parkway V, Inc. 2006-2007 Operating Budget; and
    - d. \$1,365,000
  6. A budget augmentation is required in the amount of \$1,365,000 to pay for Newland Communities' 2006-2007 Operating Budget from future City Parkway V, Inc. land sales.



Date: November 03, 2006 - 1:37pm / User: wphillips  
 Path: C:\Users\wphillips\Documents\Projects\04 - Proposed Phase I Infrastructure\04 - Proposed Phase I Infrastructure.dwg





Union Park  
Phase I Development Cost Estimates  
November, 2006  
(Amounts in Thousands)

|                            | PHASE I<br>TOTAL | DRAWS TO DATE<br>6/30/2006 | FISCAL YEAR 2007 |      |      |      | FISCAL YEAR 2008 |       |      |       | FISCAL YEAR 2009 |       |       |        | FISCAL YEAR 2009 |       |       |      |
|----------------------------|------------------|----------------------------|------------------|------|------|------|------------------|-------|------|-------|------------------|-------|-------|--------|------------------|-------|-------|------|
|                            |                  |                            | 2007             | 2007 | 2007 | 2007 | 2008             | 2008  | 2008 | 2008  | 2009             | 2009  | 2009  | 2009   | 2009             | 2009  | 2009  | 2009 |
| HARD COSTS                 | 2,559            |                            | 0                | 0    | 0    | 0    | 2,559            | 0     | 0    | 0     | 0                | 0     | 0     | 0      | 0                | 0     | 0     | 0    |
|                            | 1,452            |                            | 0                | 0    | 0    | 0    | 1,452            | 0     | 0    | 0     | 0                | 0     | 0     | 0      | 0                | 0     | 0     | 0    |
|                            | 8,072            |                            | 1,115            | 0    | 0    | 0    | 1,115            | 0     | 0    | 0     | 0                | 0     | 0     | 0      | 0                | 0     | 0     | 0    |
|                            | 1,800            |                            | 0                | 0    | 0    | 0    | 1,800            | 0     | 0    | 0     | 0                | 0     | 0     | 0      | 0                | 0     | 0     | 0    |
|                            | 778              |                            | 0                | 0    | 0    | 0    | 778              | 0     | 0    | 0     | 0                | 0     | 0     | 0      | 0                | 0     | 0     | 0    |
|                            | 733              |                            | 0                | 0    | 0    | 0    | 733              | 0     | 0    | 0     | 0                | 0     | 0     | 0      | 0                | 0     | 0     | 0    |
|                            | 944              |                            | 0                | 0    | 0    | 0    | 944              | 0     | 0    | 0     | 0                | 0     | 0     | 0      | 0                | 0     | 0     | 0    |
|                            | 5,314            |                            | 0                | 0    | 0    | 0    | 5,314            | 0     | 0    | 0     | 0                | 0     | 0     | 0      | 0                | 0     | 0     | 0    |
|                            | 195              |                            | 0                | 0    | 0    | 0    | 195              | 0     | 0    | 0     | 0                | 0     | 0     | 0      | 0                | 0     | 0     | 0    |
|                            | 752              |                            | 0                | 0    | 0    | 0    | 752              | 0     | 0    | 0     | 0                | 0     | 0     | 0      | 0                | 0     | 0     | 0    |
|                            | 300              |                            | 0                | 0    | 0    | 0    | 300              | 0     | 0    | 0     | 0                | 0     | 0     | 0      | 0                | 0     | 0     | 0    |
|                            | 2,000            |                            | 0                | 0    | 0    | 0    | 2,000            | 0     | 0    | 0     | 0                | 0     | 0     | 0      | 0                | 0     | 0     | 0    |
| Total Infrastructure Costs | 1,500            |                            | 0                | 0    | 0    | 0    | 1,500            | 0     | 0    | 0     | 0                | 0     | 0     | 0      | 0                | 0     | 0     | 0    |
|                            | 27,203           |                            | 1,115            | 0    | 0    | 0    | 20,088           | 6,000 | 0    | 0     | 1,115            | 0     | 0     | 0      | 0                | 6,000 | 0     | 0    |
|                            | 1,626            |                            | 0                | 0    | 0    | 0    | 1,626            | 0     | 0    | 0     | 0                | 0     | 0     | 0      | 0                | 0     | 0     | 0    |
|                            | 2,877            |                            | 2,552            | 0    | 0    | 0    | 200              | 0     | 0    | 0     | 0                | 0     | 0     | 0      | 0                | 0     | 0     | 0    |
|                            | 1,330            |                            | 1,330            | 0    | 0    | 0    | 0                | 0     | 0    | 0     | 0                | 0     | 0     | 0      | 0                | 0     | 0     | 0    |
|                            | 1,250            |                            | 1,250            | 0    | 0    | 0    | 0                | 0     | 0    | 0     | 0                | 0     | 0     | 0      | 0                | 0     | 0     | 0    |
|                            | 1,000            |                            | 1,000            | 0    | 0    | 0    | 0                | 0     | 0    | 0     | 0                | 0     | 0     | 0      | 0                | 0     | 0     | 0    |
|                            | 444              |                            | 1,320            | 0    | 0    | 0    | 112              | 200   | 0    | 0     | 0                | 0     | 0     | 0      | 0                | 0     | 0     | 0    |
|                            | 748              |                            | 440              | 0    | 0    | 0    | 0                | 0     | 0    | 0     | 0                | 0     | 0     | 0      | 0                | 0     | 0     | 0    |
|                            | 600              |                            | 425              | 0    | 0    | 0    | 175              | 0     | 0    | 0     | 0                | 0     | 0     | 0      | 0                | 0     | 0     | 0    |
|                            | 1,170            |                            | 0                | 0    | 0    | 0    | 1,170            | 0     | 0    | 0     | 0                | 0     | 0     | 0      | 0                | 0     | 0     | 0    |
|                            | 358              |                            | 0                | 0    | 0    | 0    | 358              | 0     | 0    | 0     | 0                | 0     | 0     | 0      | 0                | 0     | 0     | 0    |
| Total Soft Costs           | 5,894            |                            | 4,135            | 0    | 0    | 0    | 2,059            | 289   | 216  | 968   | 1,533            | 1,419 | 0     | 0      | 0                | 34    | 234   | 0    |
|                            | 2,329            |                            | 0                | 0    | 0    | 0    | 0                | 0     | 0    | 0     | 0                | 0     | 0     | 0      | 0                | 0     | 0     | 0    |
|                            | 38,052           |                            | 5,251            | 0    | 0    | 0    | 25,132           | 6,268 | 216  | 968   | 2,647            | 1,419 | 0     | 0      | 0                | 34    | 6,234 | 0    |
| OTHER COSTS                | 351              |                            | 261              | 0    | 0    | 0    | 60               | 0     | 6    | 108   | 88               | 59    | 15    | 15     | 0                | 0     | 0     | 0    |
|                            | 1,200            |                            | 523              | 0    | 0    | 0    | 677              | 0     | 73   | 78    | 292              | 82    | 171   | 165    | 171              | 142   | 0     | 0    |
|                            | 3,174            |                            | 1,780            | 0    | 0    | 0    | 1,394            | 0     | 250  | 278   | 410              | 410   | 410   | 410    | 410              | 410   | 410   | 0    |
|                            | 770              |                            | 392              | 0    | 0    | 0    | 378              | 0     | 0    | 110   | 110              | 110   | 110   | 110    | 110              | 110   | 110   | 0    |
|                            | 4,764            |                            | 2,018            | 0    | 0    | 0    | 2,537            | 0     | 319  | 473   | 669              | 557   | 645   | 634    | 640              | 617   | 0     | 0    |
|                            | 42,816           |                            | 7,270            | 0    | 0    | 0    | 28,689           | 6,268 | 538  | 1,441 | 3,317            | 1,976 | 8,136 | 12,987 | 6,895            | 651   | 0     | 0    |
|                            | 0                |                            | 0                | 0    | 0    | 0    | 0                | 0     | 0    | 0     | 0                | 0     | 0     | 0      | 0                | 0     | 0     | 0    |
|                            | 0                |                            | 0                | 0    | 0    | 0    | 0                | 0     | 0    | 0     | 0                | 0     | 0     | 0      | 0                | 0     | 0     | 0    |
|                            | 0                |                            | 0                | 0    | 0    | 0    | 0                | 0     | 0    | 0     | 0                | 0     | 0     | 0      | 0                | 0     | 0     | 0    |
|                            | 0                |                            | 0                | 0    | 0    | 0    | 0                | 0     | 0    | 0     | 0                | 0     | 0     | 0      | 0                | 0     | 0     | 0    |
|                            | 0                |                            | 0                | 0    | 0    | 0    | 0                | 0     | 0    | 0     | 0                | 0     | 0     | 0      | 0                | 0     | 0     | 0    |
|                            | 0                |                            | 0                | 0    | 0    | 0    | 0                | 0     | 0    | 0     | 0                | 0     | 0     | 0      | 0                | 0     | 0     | 0    |

Notes:  
\$55K included in the draws to date column is for Kinley Horn, directly contracted by the City  
Total budget does not include interest expenses on Project Manager's unpaid invoices



| Union Park                 |                                               | 3RD QUARTER '06 |        |           |         |          |          | 4TH QUARTER '06 |          |        |        |        |        | 1ST QUARTER '07 |   |   |   |   |   | 2ND QUARTER '07 |   |   |   |   |   | TOTAL<br>BUDGET | % OF<br>BUDGET | SPENT<br>TO DATE |        |
|----------------------------|-----------------------------------------------|-----------------|--------|-----------|---------|----------|----------|-----------------|----------|--------|--------|--------|--------|-----------------|---|---|---|---|---|-----------------|---|---|---|---|---|-----------------|----------------|------------------|--------|
| CATEGORIES                 |                                               | July            | August | September | October | November | December | January         | February | March  | April  | May    | June   |                 |   |   |   |   |   |                 |   |   |   |   |   |                 |                |                  |        |
| Marketing Budget 2006/2007 |                                               |                 |        |           |         |          |          |                 |          |        |        |        |        |                 |   |   |   |   |   |                 |   |   |   |   |   |                 |                |                  |        |
|                            | Signage                                       | 0               | 0      | 0         | 0       | 0        | 0        | 0               | 47,000   | 0      | 0      | 0      | 0      | 47,000          | 0 | 0 | 0 | 0 | 0 | 0               | 0 | 0 | 0 | 0 | 0 | 47,000          | 0              | 0                |        |
|                            | on-site marketing signs                       | 0               | 0      | 0         | 0       | 0        | 0        | 0               | 47,000   | 0      | 0      | 0      | 0      | 47,000          | 0 | 0 | 0 | 0 | 0 | 0               | 0 | 0 | 0 | 0 | 0 | 47,000          | 0              | 0                |        |
|                            |                                               |                 |        |           |         |          |          |                 |          |        |        |        |        |                 |   |   |   |   |   |                 |   |   |   |   |   |                 |                |                  |        |
|                            | Retainer/Program Management                   | 11,700          | 20,200 | 10,000    | 10,600  | 10,000   | 7,500    | 10,000          | 10,000   | 10,000 | 10,000 | 10,000 | 10,000 | 130,000         | 0 | 0 | 0 | 0 | 0 | 0               | 0 | 0 | 0 | 0 | 0 | 130,000         | 0              | 61,900           |        |
|                            | Advertising Retainer                          | 0               | 15,200 | 5,000     | 5,600   | 5,000    | 2,500    | 5,000           | 5,000    | 5,000  | 5,000  | 5,000  | 5,000  | 63,300          | 0 | 0 | 0 | 0 | 0 | 0               | 0 | 0 | 0 | 0 | 0 | 63,300          | 0              | 0                |        |
|                            | Public Relations Retainer                     | 11,700          | 5,000  | 5,000     | 5,000   | 5,000    | 5,000    | 5,000           | 5,000    | 5,000  | 5,000  | 5,000  | 5,000  | 66,700          | 0 | 0 | 0 | 0 | 0 | 0               | 0 | 0 | 0 | 0 | 0 | 66,700          | 0              | 0                |        |
|                            |                                               |                 |        |           |         |          |          |                 |          |        |        |        |        |                 |   |   |   |   |   |                 |   |   |   |   |   |                 |                |                  |        |
|                            | Media Placement                               | 0               | 0      | 0         | 0       | 0        | 0        | 0               | 0        | 0      | 24,000 | 20,000 | 0      | 44,000          | 0 | 0 | 0 | 0 | 0 | 0               | 0 | 0 | 0 | 0 | 0 | 44,000          | 0              | 0                |        |
|                            | Newspaper                                     | 0               | 0      | 0         | 0       | 0        | 0        | 0               | 0        | 0      | 14,000 | 10,000 | 0      | 24,000          | 0 | 0 | 0 | 0 | 0 | 0               | 0 | 0 | 0 | 0 | 0 | 24,000          | 0              | 0                |        |
|                            | Magazine                                      | 0               | 0      | 0         | 0       | 0        | 0        | 0               | 0        | 0      | 10,000 | 10,000 | 0      | 20,000          | 0 | 0 | 0 | 0 | 0 | 0               | 0 | 0 | 0 | 0 | 0 | 20,000          | 0              | 0                |        |
|                            |                                               |                 |        |           |         |          |          |                 |          |        |        |        |        |                 |   |   |   |   |   |                 |   |   |   |   |   |                 |                |                  |        |
|                            | Print/Production                              | 0               | 0      | 0         | 0       | 30,000   | 25,000   | 17,500          | 136,257  | 14,800 | 0      | 5,000  | 0      | 228,557         | 0 | 0 | 0 | 0 | 0 | 0               | 0 | 0 | 0 | 0 | 0 | 228,557         | 0              | 0                |        |
|                            | Brand Strategy Book                           | 0               | 0      | 0         | 0       | 30,000   | 25,000   | 0               | 0        | 0      | 0      | 0      | 0      | 55,000          | 0 | 0 | 0 | 0 | 0 | 0               | 0 | 0 | 0 | 0 | 0 | 55,000          | 0              | 0                |        |
|                            | Marketing Brochure (mini informational)       | 0               | 0      | 0         | 0       | 0        | 0        | 0               | 10,000   | 0      | 0      | 0      | 0      | 10,000          | 0 | 0 | 0 | 0 | 0 | 0               | 0 | 0 | 0 | 0 | 0 | 10,000          | 0              | 0                |        |
|                            | Marketing Folder (global holder)              | 0               | 0      | 0         | 0       | 0        | 0        | 0               | 8,000    | 0      | 0      | 0      | 0      | 8,000           | 0 | 0 | 0 | 0 | 0 | 0               | 0 | 0 | 0 | 0 | 0 | 8,000           | 0              | 0                |        |
|                            | Marketing Inserts (on-going and updated)      | 0               | 0      | 0         | 0       | 0        | 0        | 0               | 5,000    | 0      | 0      | 5,000  | 0      | 10,000          | 0 | 0 | 0 | 0 | 0 | 0               | 0 | 0 | 0 | 0 | 0 | 10,000          | 0              | 0                |        |
|                            | Printing of Marketing Brochure/Folder/Inserts | 0               | 0      | 0         | 0       | 0        | 0        | 0               | 35,000   | 0      | 0      | 0      | 0      | 35,000          | 0 | 0 | 0 | 0 | 0 | 0               | 0 | 0 | 0 | 0 | 0 | 35,000          | 0              | 0                |        |
|                            | Video/Commercial Storyboard/Commercial        | 0               | 0      | 0         | 0       | 0        | 0        | 0               | 60,757   | 0      | 0      | 0      | 0      | 60,757          | 0 | 0 | 0 | 0 | 0 | 0               | 0 | 0 | 0 | 0 | 0 | 60,757          | 0              | 0                |        |
|                            | Eblast ad announcing new website              | 0               | 0      | 0         | 0       | 0        | 0        | 0               | 0        | 2,800  | 0      | 0      | 0      | 2,800           | 0 | 0 | 0 | 0 | 0 | 0               | 0 | 0 | 0 | 0 | 0 | 2,800           | 0              | 0                |        |
|                            | Annual "New Landowner" Campaign               | 0               | 0      | 0         | 0       | 0        | 0        | 0               | 0        | 12,000 | 0      | 0      | 0      | 12,000          | 0 | 0 | 0 | 0 | 0 | 0               | 0 | 0 | 0 | 0 | 0 | 12,000          | 0              | 0                |        |
|                            | Website Development and Programming           | 0               | 0      | 0         | 0       | 0        | 0        | 17,500          | 17,500   | 0      | 0      | 0      | 0      | 35,000          | 0 | 0 | 0 | 0 | 0 | 0               | 0 | 0 | 0 | 0 | 0 | 35,000          | 0              | 0                |        |
|                            |                                               |                 |        |           |         |          |          |                 |          |        |        |        |        |                 |   |   |   |   |   |                 |   |   |   |   |   |                 |                |                  |        |
|                            | Website Maintenance and Updating              | 0               | 0      | 0         | 0       | 0        | 0        | 0               | 0        | 0      | 0      | 100    | 100    | 200             | 0 | 0 | 0 | 0 | 0 | 0               | 0 | 0 | 0 | 0 | 0 | 200             | 0              | 0                |        |
|                            | Updating                                      | 0               | 0      | 0         | 0       | 0        | 0        | 0               | 0        | 0      | 0      | 0      | 0      | 0               | 0 | 0 | 0 | 0 | 0 | 0               | 0 | 0 | 0 | 0 | 0 | 0               | 0              | 0                |        |
|                            | Maintenance                                   | 0               | 0      | 0         | 0       | 0        | 0        | 0               | 0        | 0      | 0      | 100    | 100    | 200             | 0 | 0 | 0 | 0 | 0 | 0               | 0 | 0 | 0 | 0 | 0 | 200             | 0              | 0                |        |
|                            |                                               |                 |        |           |         |          |          |                 |          |        |        |        |        |                 |   |   |   |   |   |                 |   |   |   |   |   |                 |                |                  |        |
|                            | Public Relations                              | 0               | 0      | 3,500     | 0       | 8,000    | 0        | 0               | 2,500    | 10,000 | 0      | 2,500  | 0      | 26,500          | 0 | 0 | 0 | 0 | 0 | 0               | 0 | 0 | 0 | 0 | 0 | 26,500          | 0              | 0                |        |
|                            | Power Point Support                           | 0               | 0      | 0         | 0       | 2,500    | 0        | 0               | 2,500    | 0      | 0      | 2,500  | 0      | 7,500           | 0 | 0 | 0 | 0 | 0 | 0               | 0 | 0 | 0 | 0 | 0 | 7,500           | 0              | 0                |        |
|                            | Table Purchase Key Fundraisers                | 0               | 0      | 0         | 0       | 0        | 0        | 0               | 0        | 0      | 0      | 0      | 0      | 0               | 0 | 0 | 0 | 0 | 0 | 0               | 0 | 0 | 0 | 0 | 0 | 0               | 0              | 0                |        |
|                            | Press Kit Update                              | 0               | 0      | 3,500     | 0       | 0        | 0        | 0               | 0        | 0      | 0      | 0      | 0      | 3,500           | 0 | 0 | 0 | 0 | 0 | 0               | 0 | 0 | 0 | 0 | 0 | 3,500           | 0              | 0                |        |
|                            | Press Kit Print                               | 0               | 0      | 0         | 0       | 5,500    | 0        | 0               | 0        | 0      | 0      | 0      | 0      | 5,500           | 0 | 0 | 0 | 0 | 0 | 0               | 0 | 0 | 0 | 0 | 0 | 5,500           | 0              | 0                |        |
|                            | Stakeholder Updates/Persentations             | 0               | 0      | 0         | 0       | 0        | 0        | 0               | 0        | 10,000 | 0      | 0      | 0      | 10,000          | 0 | 0 | 0 | 0 | 0 | 0               | 0 | 0 | 0 | 0 | 0 | 10,000          | 0              | 0                |        |
|                            |                                               |                 |        |           |         |          |          |                 |          |        |        |        |        |                 |   |   |   |   |   |                 |   |   |   |   |   |                 |                |                  |        |
|                            | Special Events                                | 0               | 0      | 0         | 0       | 2,500    | 0        | 0               | 0        | 25,000 | 0      | 0      | 0      | 27,500          | 0 | 0 | 0 | 0 | 0 | 0               | 0 | 0 | 0 | 0 | 0 | 27,500          | 0              | 0                |        |
|                            | Alzheimers Center Groundbreasking             | 0               | 0      | 0         | 0       | 2,500    | 0        | 0               | 0        | 0      | 0      | 0      | 0      | 2,500           | 0 | 0 | 0 | 0 | 0 | 0               | 0 | 0 | 0 | 0 | 0 | 2,500           | 0              | 0                |        |
|                            | Project Name Presentation Event               | 0               | 0      | 0         | 0       | 0        | 0        | 0               | 0        | 25,000 | 0      | 0      | 0      | 25,000          | 0 | 0 | 0 | 0 | 0 | 0               | 0 | 0 | 0 | 0 | 0 | 25,000          | 0              | 0                |        |
|                            | First Friday Events                           | 0               | 0      | 0         | 0       | 0        | 0        | 0               | 0        | 0      | 0      | 0      | 0      | 0               | 0 | 0 | 0 | 0 | 0 | 0               | 0 | 0 | 0 | 0 | 0 | 0               | 0              | 0                |        |
|                            | AIDS Downtown Walk Host Sponsorship           | 0               | 0      | 0         | 0       | 0        | 0        | 0               | 0        | 0      | 0      | 0      | 0      | 0               | 0 | 0 | 0 | 0 | 0 | 0               | 0 | 0 | 0 | 0 | 0 | 0               | 0              | 0                |        |
|                            | Retail Apparel Design and Production          | 0               | 0      | 0         | 0       | 0        | 0        | 0               | 0        | 0      | 0      | 0      | 0      | 0               | 0 | 0 | 0 | 0 | 0 | 0               | 0 | 0 | 0 | 0 | 0 | 0               | 0              | 0                |        |
|                            |                                               |                 |        |           |         |          |          |                 |          |        |        |        |        |                 |   |   |   |   |   |                 |   |   |   |   |   |                 |                |                  |        |
|                            | Photography                                   | 0               | 0      | 0         | 0       | 10,000   | 0        | 0               | 2,000    | 0      | 0      | 0      | 0      | 12,000          | 0 | 0 | 0 | 0 | 0 | 0               | 0 | 0 | 0 | 0 | 0 | 12,000          | 0              | 0                |        |
|                            | Photography                                   | 0               | 0      | 0         | 0       | 10,000   | 0        | 0               | 2,000    | 0      | 0      | 0      | 0      | 12,000          | 0 | 0 | 0 | 0 | 0 | 0               | 0 | 0 | 0 | 0 | 0 | 12,000          | 0              | 0                |        |
|                            |                                               |                 |        |           |         |          |          |                 |          |        |        |        |        |                 |   |   |   |   |   |                 |   |   |   |   |   |                 |                |                  |        |
|                            | Contingency                                   | 0               | 0      | 0         | 0       | 0        | 0        | 7,000           | 0        | 0      | 0      | 0      | 0      | 7,000           | 0 | 0 | 0 | 0 | 0 | 0               | 0 | 0 | 0 | 0 | 0 | 7,000           | 0              | 0                |        |
|                            | Contingency                                   | 0               | 0      | 0         | 0       | 0        | 0        | 7,000           | 0        | 0      | 0      | 0      | 0      | 7,000           | 0 | 0 | 0 | 0 | 0 | 0               | 0 | 0 | 0 | 0 | 0 | 7,000           | 0              | 0                |        |
|                            |                                               |                 |        |           |         |          |          |                 |          |        |        |        |        |                 |   |   |   |   |   |                 |   |   |   |   |   |                 |                |                  |        |
|                            | TOTAL MONTHLY BUDGET                          | 11,700          | 20,200 | 13,500    | 10,600  | 60,500   | 32,500   | 34,500          | 197,757  | 59,800 | 34,000 | 37,600 | 10,100 |                 |   |   |   |   |   |                 |   |   |   |   |   |                 |                |                  |        |
|                            | TOTAL 2006/07 ANNUAL BUDGET                   |                 |        |           |         |          |          |                 |          |        |        |        |        | 522,757         | 1 |   |   |   |   |                 |   |   |   |   |   |                 | 522,757        | 1                | 61,900 |

| Union Park                                    |  | 3RD QUARTER '07 |        |           |         |          |          | 4TH QUARTER '07 |          | 1ST QUARTER '08 |        |        | 2ND QUARTER '08 |              |             |  |  |
|-----------------------------------------------|--|-----------------|--------|-----------|---------|----------|----------|-----------------|----------|-----------------|--------|--------|-----------------|--------------|-------------|--|--|
| CATEGORIES                                    |  | July            | August | September | October | November | December | January         | February | March           | April  | May    | June            | TOTAL BUDGET | % OF BUDGET |  |  |
| Marketing Budget 2007/08                      |  |                 |        |           |         |          |          |                 |          |                 |        |        |                 |              |             |  |  |
| Signage                                       |  | 0               | 0      | 0         | 0       | 30,000   | 0        | 0               | 0        | 0               | 0      | 20,000 | 0               | 50,000       | 0           |  |  |
| on-site marketing signs                       |  | 0               | 0      | 0         | 0       | 30,000   | 0        | 0               | 0        | 0               | 0      | 20,000 | 0               | 50,000       |             |  |  |
|                                               |  |                 |        |           |         |          |          |                 |          |                 |        |        |                 | 0            |             |  |  |
| Retainer/Program Management                   |  | 10,000          | 10,000 | 10,000    | 10,000  | 10,000   | 7,500    | 10,000          | 10,000   | 10,000          | 10,000 | 10,000 | 10,000          | 117,500      | 0           |  |  |
| Advertising Retainer                          |  | 5,000           | 5,000  | 5,000     | 5,000   | 5,000    | 2,500    | 5,000           | 5,000    | 5,000           | 5,000  | 5,000  | 5,000           | 57,500       |             |  |  |
| Public Relations Retainer                     |  | 5,000           | 5,000  | 5,000     | 5,000   | 5,000    | 5,000    | 5,000           | 5,000    | 5,000           | 5,000  | 5,000  | 5,000           | 60,000       |             |  |  |
|                                               |  |                 |        |           |         |          |          |                 |          |                 |        |        |                 | 0            |             |  |  |
|                                               |  |                 |        |           |         |          |          |                 |          |                 |        |        |                 | 0            |             |  |  |
| Media Placement                               |  | 0               | 0      | 59,000    | 59,000  | 0        | 0        | 10,000          | 10,000   | 10,000          | 25,000 | 34,000 | 0               | 207,000      | 0           |  |  |
| Newspaper                                     |  | 0               | 0      | 20,000    | 20,000  | 0        | 0        | 5,000           | 5,000    | 5,000           | 0      | 20,000 | 0               | 75,000       |             |  |  |
| Magazine                                      |  | 0               | 0      | 14,000    | 14,000  | 0        | 0        | 5,000           | 5,000    | 5,000           | 0      | 14,000 | 0               | 57,000       |             |  |  |
| TV                                            |  | 0               | 0      | 25,000    | 25,000  | 0        | 0        | 0               | 0        | 0               | 25,000 | 0      | 0               | 75,000       |             |  |  |
| Print/Production                              |  | 0               | 11,000 | 14,800    | 0       | 2,000    | 10,000   | 10,000          | 0        | 0               | 24,000 | 7,800  | 0               | 79,600       | 0           |  |  |
| Annual Master Plan Campaign                   |  | 0               | 0      | 0         | 0       | 0        | 0        | 10,000          | 0        | 0               | 0      | 0      | 0               | 10,000       |             |  |  |
| Marketing Brochure (update)                   |  | 0               | 6,000  | 0         | 0       | 0        | 0        | 0               | 0        | 0               | 4,000  | 0      | 0               | 10,000       |             |  |  |
| Marketing Folder (global holder)              |  | 0               | 0      | 0         | 0       | 0        | 0        | 0               | 0        | 0               | 0      | 0      | 0               | 0            |             |  |  |
| Marketing Inserts (on-going and updated)      |  | 0               | 5,000  | 0         | 0       | 2,000    | 5,000    | 0               | 0        | 0               | 0      | 0      | 0               | 12,000       |             |  |  |
| Printing of Marketing Brochure/Folder/inserts |  | 0               | 0      | 12,000    | 0       | 0        | 5,000    | 0               | 0        | 0               | 0      | 5,000  | 0               | 22,000       |             |  |  |
| Video/Commercial Storyboard/Commercial        |  | 0               | 0      | 0         | 0       | 0        | 0        | 0               | 0        | 0               | 0      | 0      | 0               | 0            |             |  |  |
| Eblast ad announcing new website              |  | 0               | 0      | 2,800     | 0       | 0        | 0        | 0               | 0        | 0               | 0      | 2,800  | 0               | 5,600        |             |  |  |
| Retail Apparel Design and Production          |  | 0               | 0      | 0         | 0       | 0        | 0        | 0               | 0        | 0               | 20,000 | 0      | 0               | 20,000       |             |  |  |
|                                               |  |                 |        |           |         |          |          |                 |          |                 |        |        |                 |              |             |  |  |
| Website Maintenance and Updating              |  | 100             | 0      | 0         | 3,000   | 0        | 100      | 0               | 0        | 0               | 1,000  | 0      | 100             | 4,300        | 0           |  |  |
| Updating                                      |  | 0               | 0      | 0         | 3,000   | 0        | 0        | 0               | 0        | 0               | 1,000  | 0      | 0               | 4,000        |             |  |  |
| Maintenance                                   |  | 100             | 0      | 0         | 0       | 0        | 100      | 0               | 0        | 0               | 0      | 0      | 100             | 300          |             |  |  |
|                                               |  |                 |        |           |         |          |          |                 |          |                 |        |        |                 |              |             |  |  |
| Public Relations                              |  | 250             | 250    | 10,250    | 2,750   | 5,250    | 250      | 2,750           | 12,750   | 250             | 2,750  | 2,500  | 250             | 40,250       | 0           |  |  |
| Power Point Support                           |  | 0               | 0      | 0         | 0       | 5,000    | 0        | 0               | 2,500    | 0               | 0      | 0      | 0               | 7,500        |             |  |  |
| Table Purchase Key Fundraisers (Newland)      |  | 0               | 0      | 0         | 0       | 0        | 0        | 0               | 0        | 0               | 0      | 0      | 0               | 0            |             |  |  |
| Press Kit Update                              |  | 250             | 250    | 250       | 250     | 250      | 250      | 250             | 250      | 250             | 250    | 2,500  | 250             | 5,250        |             |  |  |
| Press Kit Print                               |  | 0               | 0      | 0         | 2,500   | 0        | 0        | 2,500           | 0        | 0               | 2,500  | 0      | 0               | 7,500        |             |  |  |
| Stakeholder Updates/Persentations             |  | 0               | 0      | 10,000    | 0       | 0        | 0        | 0               | 10,000   | 0               | 0      | 0      | 0               | 20,000       |             |  |  |
|                                               |  |                 |        |           |         |          |          |                 |          |                 |        |        |                 |              |             |  |  |
| Special Events                                |  | 0               | 0      | 35,000    | 25,000  | 0        | 0        | 25,000          | 0        | 55,000          | 0      | 0      | 0               | 140,000      | 0           |  |  |
| Union Park VIP Event                          |  | 0               | 0      | 0         | 25,000  | 0        | 0        | 0               | 0        | 55,000          | 0      | 0      | 0               | 80,000       |             |  |  |
| Other Event Sponsorships                      |  | 0               | 0      | 35,000    | 0       | 0        | 0        | 25,000          | 0        | 0               | 0      | 0      | 0               | 60,000       |             |  |  |
|                                               |  |                 |        |           |         |          |          |                 |          |                 |        |        |                 |              |             |  |  |
| Photography                                   |  | 0               | 5,000  | 0         | 0       | 0        | 0        | 0               | 0        | 5,000           | 0      | 0      | 0               | 10,000       | 0           |  |  |
| Stock Photography & PR Photography            |  | 0               | 5,000  | 0         | 0       | 0        | 0        | 0               | 0        | 5,000           | 0      | 0      | 0               | 10,000       |             |  |  |
|                                               |  |                 |        |           |         |          |          |                 |          |                 |        |        |                 |              |             |  |  |
| Contingency                                   |  | 10,000          | 0      | 0         | 0       | 0        | 0        | 0               | 0        | 0               | 0      | 0      | 0               | 10,000       | 0           |  |  |
| Contingency                                   |  | 10,000          | 0      | 0         | 0       | 0        | 0        | 0               | 0        | 0               | 0      | 0      | 0               | 10,000       |             |  |  |
|                                               |  |                 |        |           |         |          |          |                 |          |                 |        |        |                 |              |             |  |  |
| TOTAL MONTHLY BUDGET                          |  | 20,350          | 26,250 | 129,050   | 99,750  | 47,250   | 17,850   | 57,750          | 32,750   | 80,250          | 62,750 | 74,300 | 10,350          |              |             |  |  |
| TOTAL 20007/08 ANNUAL BUDGET                  |  |                 |        |           |         |          |          |                 |          |                 |        |        |                 | 658,650      | 1           |  |  |



**Union Park**  
**Other Costs Budget Detail**  
**November, 2006**  
(Amounts in Thousands)

**Legal**

Hyatt & Stubblefield (CC&R only)  
Local Attorney (ENA & DDA, 15K/Qtr until final land sale)  
Other (Parking district 15K 3Q06 through 2Q07)  
Other (Improvement District Formation Costs)

**Total**

**Operations & Maintenance**

| TOTAL      | DRAWS TO DATE<br>6/30/2006 | FISCAL YEAR 2007 |            |           |           | FISCAL YEAR 2008 |           |           |           |
|------------|----------------------------|------------------|------------|-----------|-----------|------------------|-----------|-----------|-----------|
|            |                            | 3Q06             | 4Q06       | 1Q07      | 2Q07      | 3Q07             | 4Q07      | 1Q08      | 2Q08      |
| 90         | 30                         | 0                | 48         | 13        | 0         |                  |           |           |           |
| 140        | 0                          | 6                | 30         | 29        | 15        | 15               | 15        | 15        | 15        |
| 60         | 0                          | 0                | 15         | 23        | 22        | 0                | 0         |           |           |
| 60         | 0                          | 0                | 15         | 23        | 22        | 0                | 0         |           |           |
| <b>351</b> | <b>30</b>                  | <b>6</b>         | <b>108</b> | <b>88</b> | <b>59</b> | <b>15</b>        | <b>15</b> | <b>15</b> | <b>15</b> |
|            |                            |                  |            |           |           |                  |           |           |           |
| <b>70</b>  | <b>0</b>                   | <b>0</b>         | <b>10</b>  | <b>10</b> | <b>10</b> | <b>10</b>        | <b>10</b> | <b>10</b> | <b>10</b> |



**Union Park Phase I Budget  
November 2006**

**NEWLAND COMMUNITIES LAS VEGAS OFFICE SALARIES**

| POSITIONS                       | 4Q06           | 1Q07           | 2Q07           | 3Q07           | 4Q07           |
|---------------------------------|----------------|----------------|----------------|----------------|----------------|
| VP, Development Director        | ✓              | ✓              | ✓              | ✓              | ✓              |
| Administrative Assistant        | ✓              | ✓              | ✓              | ✓              | ✓              |
| Project Manager                 | ✓              | ✓              | ✓              | ✓              | ✓              |
| Asst. Development Director      | ✓              | ✓              | ✓              | ✓              | ✓              |
| Receptionist                    |                |                | ✓              | ✓              | ✓              |
| VP, Senior Project Manager      |                |                | ✓              | ✓              | ✓              |
| Marketing Specialist            |                |                | ✓              | ✓              | ✓              |
| VP, Operations                  |                |                | ✓              | ✓              | ✓              |
| A/P / Contracts Administrator   |                |                |                | ✓              | ✓              |
| Salaries                        | 199,700        | 199,700        | 333,690        | 374,196        | 374,196        |
| Payroll Burden                  | 118.4%         | 118.4%         | 118.4%         | 118.4%         | 118.4%         |
| City of LV Allocation           | 80%            | 80%            | 80%            | 80%            | 80%            |
| <b>Total LV OFFICE SALARIES</b> | <b>189,156</b> | <b>189,156</b> | <b>316,071</b> | <b>354,438</b> | <b>354,438</b> |

**NEWLAND COMMUNITIES REGIONAL OFFICE ALLOCATION**

| Salary Allocation         | Hours /<br>Quarter | Rate Incldg<br>Burden | 4Q06          | 1Q07          | 2Q07          | 3Q07          | 4Q07          |
|---------------------------|--------------------|-----------------------|---------------|---------------|---------------|---------------|---------------|
| Phil L. (Planning & Dev.) | 180                | 118                   | 21,240        | 21,240        | 21,240        | 21,240        | 21,240        |
| Matt Y. (Legal)           | 72                 | 148                   | 10,620        | 10,620        | 10,620        | 10,620        | 10,620        |
| Alper A. (Finance)        | 48                 | 89                    | 4,248         | 4,248         | 4,248         | 4,248         | 4,248         |
| Chris S. (Accounting)     | 24                 | 71                    | 1,699         | 1,699         | 1,699         | 1,699         | 1,699         |
| Yasmine E. (Accounting)   | 24                 | 47                    | 1,133         | 1,133         | 1,133         | 1,133         | 1,133         |
| Lyndsey P. (Accounting)   | 24                 | 30                    | 708           | 708           | 708           | 708           | 708           |
| <b>Total</b>              |                    |                       | <b>39,648</b> | <b>39,648</b> | <b>39,648</b> | <b>39,648</b> | <b>39,648</b> |

| Travel Expenses                             | # of Trips | \$ / Trip | 4Q06          | 1Q07          | 2Q07          | 3Q07          | 4Q07          |
|---------------------------------------------|------------|-----------|---------------|---------------|---------------|---------------|---------------|
| Phil L. (Planning & Dev.)                   | 8          | 500       | 4,000         | 4,000         | 4,000         | 4,000         | 4,000         |
| Matt Y. (Legal)                             | 2          | 500       | 1,000         | 1,000         | 1,000         | 1,000         | 1,000         |
| Alper A. (Finance)                          | 2          | 500       | 1,000         | 1,000         | 1,000         | 1,000         | 1,000         |
| Chris/Yasmine (Accounting)                  | 2          | 500       | 1,000         | 1,000         | 1,000         | 1,000         | 1,000         |
| <b>Total</b>                                |            |           | <b>7,000</b>  | <b>7,000</b>  | <b>7,000</b>  | <b>7,000</b>  | <b>7,000</b>  |
| <b>TOTAL REGIONAL SALARIES &amp; TRAVEL</b> |            |           | <b>46,648</b> | <b>46,648</b> | <b>46,648</b> | <b>46,648</b> | <b>46,648</b> |





**Union Park Phase I Budget  
November 2006**

**NEWLAND COMMUNITIES LAS VEGAS OFFICE G&A**

| Description                    | Annual Expenses | Allocation | 4Q06          | 1Q07          | 2Q07          | 3Q07          | 4Q07          |
|--------------------------------|-----------------|------------|---------------|---------------|---------------|---------------|---------------|
| Continuing Education           | 10,000          | 80%        | 2,000         | 2,000         | 2,000         | 2,000         | 2,000         |
| Meals - Employee               | 1,200           | 80%        | 240           | 240           | 240           | 240           | 240           |
| Relations & Welfare - Employee | 1,200           | 80%        | 240           | 240           | 240           | 240           | 240           |
| Functions - Employee           | 1,000           | 80%        | 200           | 200           | 200           | 200           | 200           |
| Prof. Fees, Dues, & Meetings   | 3,695           | 80%        | 739           | 739           | 739           | 739           | 739           |
| Rent - Office                  | 100,239         | 80%        | 20,048        | 20,048        | 20,048        | 20,048        | 20,048        |
| FF&E Rental & Lease            | 9,300           | 80%        | 1,860         | 1,860         | 1,860         | 1,860         | 1,860         |
| FF&E Purchase                  | 10,000          | 80%        | 2,000         | 2,000         | 2,000         | 2,000         | 2,000         |
| Office Supplies                | 3,600           | 80%        | 720           | 720           | 720           | 720           | 720           |
| Kitchen Supplies               | 2,100           | 80%        | 420           | 420           | 420           | 420           | 420           |
| Telephone - Utilities          | 7,800           | 80%        | 1,560         | 1,560         | 1,560         | 1,560         | 1,560         |
| Cell Phone - Utilities         | 5,800           | 80%        | 1,160         | 1,160         | 1,160         | 1,160         | 1,160         |
| Printing                       | 3,360           | 80%        | 672           | 672           | 672           | 672           | 672           |
| Express Mail & Delivery        | 4,800           | 80%        | 960           | 960           | 960           | 960           | 960           |
| Postage                        | 3,000           | 80%        | 600           | 600           | 600           | 600           | 600           |
| Periodicals, & Subscriptions   | 775             | 80%        | 155           | 155           | 155           | 155           | 155           |
| Desktop Software-IS            | 1,000           | 80%        | 200           | 200           | 200           | 200           | 200           |
| Business Permit or License     | 300             | 80%        | 60            | 60            | 60            | 60            | 60            |
| Sponsorships                   | 18,000          | 80%        | 3,600         | 3,600         | 3,600         | 3,600         | 3,600         |
| Miscellaneous Expense          | 1,200           | 80%        | 240           | 240           | 240           | 240           | 240           |
| Business Meals - T & E         | 4,200           | 80%        | 840           | 840           | 840           | 840           | 840           |
| Travel & Lodging - T & E       | 25,000          | 80%        | 5,000         | 5,000         | 5,000         | 5,000         | 5,000         |
| <b>TOTAL LV OFFICE G&amp;A</b> | <b>217,569</b>  |            | <b>43,514</b> | <b>43,514</b> | <b>43,514</b> | <b>43,514</b> | <b>43,514</b> |

**TOTAL PROJECT MANAGEMENT EXPENSES**

|                |                |                |                |                |
|----------------|----------------|----------------|----------------|----------------|
| <b>279,318</b> | <b>279,318</b> | <b>406,233</b> | <b>444,600</b> | <b>444,600</b> |
|----------------|----------------|----------------|----------------|----------------|





AT THE HEART OF GREAT LIVING

2300 West Sahara Ave, Suite 750  
Las Vegas, NV 89102  
Tel. 702.220.8090

## MEMORANDUM

☐ Urgent    ☒ For Review    ☐ Please Comment    ☒ Please Reply    ☐ Please Recycle

**TO:** SCOTT ADAMS, CITY OF LAS VEGAS  
**FROM:** RITA BRANDIN, NEWLAND COMMUNITIES  
**SUBJECT:** BUDGET - HARD & SOFT COSTS - UNION PARK  
**DATE:** 11/14/2006  
**CC:** SCOTT CARTER, CITY OF LAS VEGAS

Scott,

Referring the spreadsheet entitled: Union Park  
Phase I Development Cost Estimates  
November 2006

"Draws to Date" column represents the sum of Newland's draw requests that consolidate Newland expenditures to the end of June 2006, with the exception of including \$95,000 for Kimley Horn that was directly contracted by the City.

We offer the following narrative for your reference:

1. Site Preparation

\$ 2,559,000

Includes street grading; Certified Environmental Manager (CEM) oversight and soil remediation efforts; no pad grading included.

2. Performing Arts Center (PAC) Grading

\$ 1,452,000

Streets around PAC raised 4.5 ft in order to have the PAC facility avoid groundwater; other street grades raised accordingly. Assumed \$20/CY for import soil & placement. Includes raising the park grade, but not the building pad itself.

3. Remediation for Pads

\$ 8,872,000

Cost allowances for pad remediation efforts. Parcels A1, A2, M4 and PAC.

4. Roadway, On-Site Parking Lot and Temporary Road, Parking A1/A2

\$ 2,855,000

The roadway improvements include curb & gutter, and A.C. paving, but no decorative pavers. On-Site parking is full improvements, including landscaping and lighting, on the east side of the project for the Ruvo Institute. Temporary Road and Parking A1/A2 consist of paved access between parcels A1/A2 (North boundary of Ruvo Institute Parcel) and temporary handicap parking.

5. Wet and Dry Utilities

\$ 7,965,000

Costs associated with water, sewer, storm drain, power, gas and communication infrastructure. No offsite work included.

6. Traffic Signalization

\$ 2,000,000

Signals located at Promenade & Clark; City Parkway & Clark; City Parkway & Discovery.

7. Grand Central Parkway Landscaping

\$ 1,500,000

Costs associated with landscaping and sidewalk construction on the east side of Grand Central Parkway along the frontage of the project.

8. Inflation

\$ 1,626,000

Assumed at 7%/year with 75% costs in 2007 and 25% costs in 2008

9. Engineering Design

\$ 2,877,000

Engineering services and design for technical assessment for directional parking; final 100% level drawings and specifications for civil infrastructure construction for the entire site, 6% for reimbursables, cost estimates, parcel creation, legal descriptions, meetings and coordination with City staff, and individual parcel developers. Includes Grand Central Parkway landscape design and City's contract to Kimley – Horn for \$95,000. No bid preparation costs included.

10. Design Management Consulting

\$ 406,000

Consultant to coordinate architecture, masterplan, landscaping, block planning and associated efforts.

11. Technology & Telecom Masterplan

\$ 130,000

Consultant's feasibility and planning studies for high speed internet, communications, surveillance and telemetry elements.

12. Preliminary Design – Dynamic & Static Message Signs

\$ 125,000

Consultant's preliminary design for the actual signs, control room layout and control panel(s)

13. Co-Generation Study

\$ 100,000

Feasibility and/or cost benefit analysis for co-generation facility(s) in future phases.

14. Parcel CEM

\$ 444,000

Costs associated with compiling studies for regulating authority approval, oversight, testing and documentation of remediation efforts for parcels A1, A2, M4 and PAC. Assumed at 5% of the remediation costs for the parcels.

15. Predevelopment Planning

\$ 746,000

Costs associated with consultant efforts for the project's masterplan, design guidelines, and the business plan.

16. Landscape and Streetscape Design

\$ 500,000

Consultant efforts for streetscape themes, landscape design, parking studies and greywater feasibility.

17. Construction Management, Inspection & Testing and Bond Fees

\$ 1,566,000

Calculated as 5% for construction management, 1% for inspection and testing, and 2% for bond fees using the inflated construction cost. No costs applied for remediation efforts and no inspection and testing fees applied for Grand Central Parkway landscaping.

18. Contingency

\$ 2,329,000

Contingency was calculated at 10% of the inflated construction cost and soft costs.

19. Legal

\$ 351,000

Legal efforts consist of ENA, and DDA compilation efforts; finalization of CC&R's (community governance); finalization of parking program; and formation of special improvement district.

November 14, 2006  
Memorandum  
Hard & Soft Costs Clarification

20. Sales & Marketing

\$ 1,200,000

Press releases and presentations; project events; PR relations; strategies and support; media packages; website design; project special events and collateral material. Branding package to include project naming and logo creation.

21. Project Management

\$ 3,144,000

Newland's carrying costs for G&A and payroll allocation expenses. No interest costs included.

22. O & M Costs

\$ 70,000

Costs for general site maintenance and dust control.



| City Parkway V, Inc.<br>Operating Budget<br>Fiscal Year 2006-2007 |                           | General Obligation Bonds & Cash<br>Phase I Infrastructure Hard and Soft Costs |                             | City Parkway V, Inc.<br>Land Sales / Newland Carry<br>Fiscal Year 2006-2007 |                           |
|-------------------------------------------------------------------|---------------------------|-------------------------------------------------------------------------------|-----------------------------|-----------------------------------------------------------------------------|---------------------------|
| Architect & Eng                                                   | \$200,000                 | <b>Hard Costs</b>                                                             |                             | Project Management                                                          | \$ 1,365,000              |
| Legal                                                             | \$254,550                 | Site Preparation                                                              | \$ 2,559,000                |                                                                             |                           |
| Consulting & Facilitator                                          | \$66,450                  | PAC Parcel Grading                                                            | \$ 1,452,000                |                                                                             |                           |
| Association Fees (Maint.)                                         | \$25,000                  | Remediation for Pads                                                          | \$ 8,872,000                |                                                                             |                           |
| Insurance                                                         | \$15,000                  | Roadway                                                                       | \$ 1,803,000                |                                                                             |                           |
| Accounting & Audits                                               | \$5,000                   | Water                                                                         | \$ 779,000                  |                                                                             |                           |
| Sales & Marketing                                                 | \$614,000                 | Sewer                                                                         | \$ 733,000                  |                                                                             |                           |
| Supplies (& Misc.)                                                | \$3,000                   | Storm Drain                                                                   | \$ 944,000                  |                                                                             |                           |
|                                                                   |                           | Dry Utilities                                                                 | \$ 5,314,000                |                                                                             |                           |
|                                                                   |                           | Conduit-High Speed Comms, Telemetry                                           | \$ 195,000                  |                                                                             |                           |
|                                                                   |                           | Onsite Parking Lot                                                            | \$ 752,000                  |                                                                             |                           |
|                                                                   |                           | Temp Rd. parking A1 / A2                                                      | \$ 300,000                  |                                                                             |                           |
|                                                                   |                           | Traffic Signalization                                                         | \$ 2,000,000                |                                                                             |                           |
|                                                                   |                           | Grand Central Ave. Landscaping                                                | \$ 1,500,000                |                                                                             |                           |
|                                                                   |                           | Inflation                                                                     | \$ 1,626,000                |                                                                             |                           |
|                                                                   |                           | <b>DESIGN, ENGINEERING &amp; FEES</b>                                         |                             |                                                                             |                           |
|                                                                   |                           | Engineering Design                                                            | \$ 2,782,000                |                                                                             |                           |
|                                                                   |                           | Design Management Consulting                                                  | \$ 406,000                  |                                                                             |                           |
|                                                                   |                           | Masterplan - Tech & Telecom                                                   | \$ 130,000                  |                                                                             |                           |
|                                                                   |                           | Pre Design - Dir. Signs and Control Panels                                    | \$ 125,000                  |                                                                             |                           |
|                                                                   |                           | Central Plant & Co-Gen Studies                                                | \$ 100,000                  |                                                                             |                           |
|                                                                   |                           | Parcel CEM                                                                    | \$ 444,000                  |                                                                             |                           |
|                                                                   |                           | Pre-Development Planning                                                      | \$ 746,000                  |                                                                             |                           |
|                                                                   |                           | Landscape and Streetscape Design                                              | \$ 500,000                  |                                                                             |                           |
|                                                                   |                           | Testing, Inspection, CM Fees (6%)                                             | \$ 1,170,000                |                                                                             |                           |
|                                                                   |                           | Bond Fees (2%)                                                                | \$ 396,000                  |                                                                             |                           |
|                                                                   |                           | Contingency                                                                   | \$ 4,372,000                |                                                                             |                           |
| <b>Total</b>                                                      | <b><u>\$1,183,000</u></b> | <b>Total</b>                                                                  | <b><u>\$ 40,000,000</u></b> | <b>Total</b>                                                                | <b><u>\$1,365,000</u></b> |
|                                                                   |                           |                                                                               |                             | <b>Grand Total</b>                                                          | <b>\$42,548,000</b>       |

**Newland 3rd Party Contracts and Overhead**

| City Parkway V, Inc.<br>Operating Budget<br>Fiscal Year 2006-2007 |                          |
|-------------------------------------------------------------------|--------------------------|
| Legal                                                             | \$ 291,000               |
| Operation and Maint Costs                                         | \$ 30,000                |
| Sales & Marketing                                                 | \$ 541,000               |
| <b>Total</b>                                                      | <b><u>\$ 862,000</u></b> |

| GO Bonds & Cash<br>Phase I Infrastructure Hard and Soft Costs |                            |
|---------------------------------------------------------------|----------------------------|
| Engineering Design                                            | \$ 2,782,000               |
| Design Management Consulting                                  | \$ 406,000                 |
| Masterplan - Tech & Telecom                                   | \$ 130,000                 |
| Pre Design - Dir. Signs and Control Panels                    | \$ 125,000                 |
| Central Plant & Co-Gen Studies                                | \$ 100,000                 |
| Pre-Development Planning                                      | \$ 746,000                 |
| Landscape and Streetscape Design                              | \$ 500,000                 |
| Contingency                                                   | \$ 478,900                 |
| <b>Total</b>                                                  | <b><u>\$ 5,267,900</u></b> |

| Land Sales / Newland Carry<br>Fiscal Year 2006-2007 |                            |
|-----------------------------------------------------|----------------------------|
| Project Management                                  | \$ 1,365,000               |
| <b>Total</b>                                        | <b><u>\$ 1,365,000</u></b> |

**Grand Total**  
**\$ 7,494,900**

**AGENDA SUMMARY PAGE**  
**CITY COUNCIL MEETING OF: DECEMBER 6, 2006**

**DEPARTMENT: CITY ATTORNEY**

**DIRECTOR: BRADFORD R. JERBIC**

☐ Consent ☒ Discussion

**SUBJECT:**

Discussion and possible action on Appeal of Work Card Denial: Cheryl Sagahon, 2200 West Bonanza, Apt. #246, Las Vegas, Nevada 89106

**Fiscal Impact**



No Impact



Augmentation Required



Budget Funds Available

**Amount:**

**Funding Source:**

**Dept./Division:**

**PURPOSE/BACKGROUND:**

None

**RECOMMENDATION:**

None

**BACKUP DOCUMENTATION:**

1. Appellant Letter of Appeal
2. City Clerk Notification Letter
3. Support Letter from K. Sin Lakminder, Store Manager of 7-Eleven Store #22416

Motion made by GARY REESE to Strike Items 49, 51 and 52

Passed For: 5; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 2

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

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2006 NOV 13 A 10:19

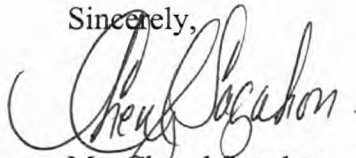
November 13, 2006

City Clerk  
City of Las Vegas  
400 Stewart Avenue  
Las Vegas, Nevada 89101

To Whom It May Concern:

I wish to appeal the Metropolitan Police Department's denial of my Work Card application to the Las Vegas City Council.

Sincerely,

A handwritten signature in cursive script, appearing to read "Cheryl Sagahon".

Ms. Cheryl Sagahon  
2200 West Bonanza, Apt. #246  
Las Vegas, Nevada 89106



November 13, 2006

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN  
MAYOR

GARY REESE  
MAYOR PRO TEM

LARRY BROWN  
WRENCE WEEKLY

STEVE WOLFSON

LOIS TARKANIAN

STEVEN D. ROSS

DOUGLAS A. SELBY  
CITY MANAGER

Ms. Cheryl Sagahon  
2200 West Bonanza, Apt. #246  
Las Vegas, Nevada 89106

Re: **WORK CARD APPEAL**

Dear Ms. Sagahon:

I am in receipt of your formal appeal to the City Council regarding the denial of a work card. This matter will be heard by the City Council at their regularly scheduled meeting of **December 6, 2006**.

Your appeal is scheduled to be heard during the morning session of the meeting, which commences at 9:00 a.m. We would advise that you be in attendance to present your appeal and answer any questions which may arise.

Occasionally, the City Council has been persuaded to grant a work card to an applicant through the intercession of the applicant's prospective employer. Therefore, if you think that your prospective employer would acknowledge, either in writing or personally before the City Council at your hearing, that he/she is aware of the reasons your work card was originally denied and wishes to hire you anyway, I urge you to request him/her to do so.

If a letter is submitted to the Council, it must be from the licensee or principal who must be approved for suitability under Las Vegas Municipal Code Chapter 6.06 (the owner of the business, other principal or key employee) for the establishment in which you are seeking employment. Also, you should bring to the hearing all other materials which may assist you in your appeal.

Sincerely,

A handwritten signature in cursive script that reads "Carmel Viado".

Carmel Viado

Deputy City Clerk I for  
Barbara Jo Ronemus, City Clerk

/pc

cc: City Attorney-Civil  
Manager, Business Services Division  
Las Vegas Metropolitan Police Department - SIB

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

VOICE 702.229.6011

TTY 702.386.9108

[www.lasvegasnevada.gov](http://www.lasvegasnevada.gov)

18112-001-06-05  
CLV 7009





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CITY CLERK

Nov. 13, 2006.

2006 NOV 13 A 10:19

To Whom This may Concern;

I, Larry Singh, as a potential  
employer to Cheryl Sagahon - Have  
been informed of her criminal history.

With given information, I am  
willing to hire Cheryl provided,  
She's able to obtain her sheriff's  
card.

Sincerely~

LK2

LAKH WINDER, K. SINGH  
Store manager 7-11  
#22416

901 N. Rancho  
Las Vegas, NV. 89106  
(702) 646-3584 (store)  
(702) 239-7652 (cell)

7-ELEVEN  
STORE #22416

Date: \_\_\_\_\_

By: \_\_\_\_\_

**AGENDA SUMMARY PAGE**  
**CITY COUNCIL MEETING OF: DECEMBER 6, 2006**

**DEPARTMENT: CITY ATTORNEY**

**DIRECTOR: BRADFORD R. JERBIC**

☐ Consent ☒ Discussion

**SUBJECT:**

Discussion and possible action on Appeal of Work Card Denial: Lisa D. Wallace, 1300 Elizabeth Avenue #16, Las Vegas, Nevada 89119

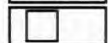
**Fiscal Impact**



No Impact



Augmentation Required



Budget Funds Available

Amount:

Funding Source:

Dept./Division:

**PURPOSE/BACKGROUND:**

None

**RECOMMENDATION:**

None

**BACKUP DOCUMENTATION:**

1. Appellant Letter of Appeal
2. City Clerk Notification Letter to Appellant
3. Support Letter from Laura Harvey, General Manager of Hennessey's Tavern

Motion made by GARY REESE to Deny the appeal, thereby denying the work card

Passed For: 4; Against: 1; Abstain: 0; Did Not Vote: 0; Excused: 2

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

Minutes:

The appellant was present.

TONI WEEKS, Detective, Las Vegas Metropolitan Police Department (Metro), indicated the convictions for crimes of moral turpitude in July 2006 which resulted in the denial of a workcard. The position the appellant is seeking would provide access to credit card information.

MS. WALLACE responded to the Detective's report that she would never repeat her crimes. COUNCILMAN WOLFSON confirmed with DETECTIVE WEEKS she was not present when MS. WALLACE allegedly fully disclosed her criminal history. He questioned what safeguards exist. DETECTIVE WEEKS affirmed that her investigation includes asking the employer to

**CITY COUNCIL MEETING OF: DECEMBER 6, 2006**

outline what the appellant reported. In this case, MS. WALLACE made full disclosure. COUNCILMAN WOLFSON suggested policy and legal changes to allow Metro to disclose to employers in order to facilitate the overall process.

MAYOR GOODMAN pointed out that people need to be able to work. COUNCILWOMAN TARKANIAN expressed her dismay at the employer's failure to protect his patrons. She could not support MS. WALLACE in this position because of her past record and her access to patrons' personal information. MS. WALLACE can work some where else or in another position at this restaurant, at least for a period of time. COUNCILMAN REESE concurred with the Councilwoman.



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2006 NOV 13 A 10: 33

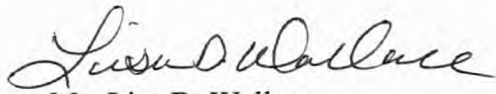
November 13, 2006

City Clerk  
City of Las Vegas  
400 Stewart Avenue  
Las Vegas, Nevada 89101

To Whom It May Concern:

I wish to appeal the Metropolitan Police Department's denial of my Work Card application to the Las Vegas City Council.

Sincerely,



Ms. Lisa D. Wallace  
1300 Elizabeth Avenue, #16  
Las Vegas, Nevada 89119



November 13, 2006

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN  
MAYOR

GARY REESE  
MAYOR PRO TEM

LARRY BROWN  
LAWRENCE WEEKLY  
STEVE WOLFSON  
LOIS TARKANIAN  
STEVEN D. ROSS

DOUGLAS A. SELBY  
CITY MANAGER

Ms. Lisa D. Wallace  
1300 Elizabeth Avenue, #16  
Las Vegas, Nevada 89119

Re: **WORK CARD APPEAL**

Dear Ms. Wallace:

I am in receipt of your formal appeal to the City Council regarding the denial of a work card. This matter will be heard by the City Council at their regularly scheduled meeting of **December 6, 2006**.

Your appeal is scheduled to be heard during the morning session of the meeting, which commences at 9:00 a.m. We would advise that you be in attendance to present your appeal and answer any questions which may arise.

Occasionally, the City Council has been persuaded to grant a work card to an applicant through the intercession of the applicant's prospective employer. Therefore, if you think that your prospective employer would acknowledge, either in writing or personally before the City Council at your hearing, that he/she is aware of the reasons your work card was originally denied and wishes to hire you anyway, I urge you to request him/her to do so.

If a letter is submitted to the Council, **it must be from the licensee or principal who must be approved for suitability under Las Vegas Municipal Code Chapter 6.06 (the owner of the business, other principal or key employee)** for the establishment in which you are seeking employment. Also, you should bring to the hearing all other materials which may assist you in your appeal.

Sincerely,

A handwritten signature in cursive script, reading "Carmel Viado".

Carmel Viado

Deputy City Clerk I for

Barbara Jo Ronemus, City Clerk

/pc

cc: City Attorney-Civil  
Manager, Business Services Division  
Las Vegas Metropolitan Police Department - SIB

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

VOICE 702.229.6011

TTY 702.386.9108

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18112-001-06-05  
CLV 7009







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CITY CLERK

2006 NOV 13 A 10: 34

To whom it may concern,

I would like to take this opportunity to express how important Lisa Wallace is to our establishment. Lisa has been with us since August and is already second highest in seniority. We seem to be experiencing a high turn/over rate, something we are not accustomed to!! She has never been late, has never called in sick, she is an extremely hard worker and has helped us out of a jam more times than I can count. She truly is one of our best employees and we would certainly hate to lose her for any reason.

Lisa fully disclosed her legal situation during her interview. We hired her regardless because of her experience and great personality. We have never regretted our decision, in fact, we are extremely thankful we did so!!

Please feel free to call me with any questions. Thank- you for your time and consideration.

Sincerely,

General Manager  
Hennessey's Tavern

**AGENDA SUMMARY PAGE**  
**CITY COUNCIL MEETING OF: DECEMBER 6, 2006**

**DEPARTMENT: CITY ATTORNEY**

**DIRECTOR: BRADFORD R. JERBIC**

☐ Consent ☒ Discussion

**SUBJECT:**

ABEYANCE ITEM - Discussion and possible action on Appeal of Work Card Denial: Tracey Lynn Gulli, 7550 Tuckaway, Las Vegas, Nevada 89139

**Fiscal Impact**



No Impact



Augmentation Required



Budget Funds Available

**Amount:**

**Funding Source:**

**Dept./Division:**

**PURPOSE/BACKGROUND:**

None

**RECOMMENDATION:**

None

**BACKUP DOCUMENTATION:**

1. Appellant Letter of Appeal
2. City Clerk Notification Letters to Appellant
3. Support letter from proposed employer, Steve Yono, owner of Fremont Family Market and Deli

Motion made by GARY REESE to Strike Items 49, 51 and 52

Passed For: 5; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 2

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

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CITY CLERK

2006 OCT 31 A 10: 10

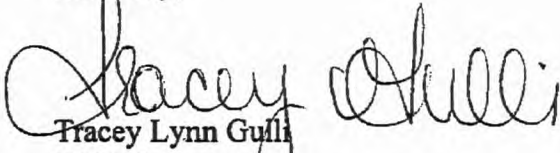
October 31, 2006

City Clerk  
City of Las Vegas  
400 Stewart Avenue  
Las Vegas, Nevada 89101

To Whom It May Concern:

I wish to appeal the Metropolitan Police Department's denial of my Work Card application to the Las Vegas City Council.

Sincerely,

A handwritten signature in cursive script, appearing to read "Tracey Gull".

Tracey Lynn Gull  
7550 Tuckaway  
Las Vegas, Nevada 89139



LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN  
MAYOR

GARY REESE  
MAYOR PRO TEM

LARRY BROWN  
WRENCE WEEKLY  
TEVE WOLFSON  
LOIS TARKANIAN  
STEVEN D. ROSS

DOUGLAS A. SELBY  
CITY MANAGER

October 31, 2006

Tracey Lynn Gulli  
7550 Tuckaway  
Las Vegas, Nevada 89139

Re: **WORK CARD APPEAL**

Dear Ms. Gulli:

I am in receipt of your formal appeal to the City Council regarding the denial of a work card. This matter will be heard by the City Council at their regularly scheduled meeting of **November 15, 2006**.

Your appeal is scheduled to be heard during the morning session of the meeting, which commences at 9:00 a.m. We would advise that you be in attendance to present your appeal and answer any questions which may arise.

Occasionally, the City Council has been persuaded to grant a work card to an applicant through the intercession of the applicant's prospective employer. Therefore, if you think that your prospective employer would acknowledge, either in writing or personally before the City Council at your hearing, that he/she is aware of the reasons your work card was originally denied and wishes to hire you anyway, I urge you to request him/her to do so.

If a letter is submitted to the Council, it must be from the licensee or principal who must be approved for suitability under Las Vegas Municipal Code Chapter 6.06 (the owner of the business, other principal or key employee) for the establishment in which you are seeking employment. Also, you should bring to the hearing all other materials which may assist you in your appeal.

Sincerely,

A handwritten signature in cursive script that reads "Carmel Viado".

Carmel Viado  
Deputy City Clerk I for  
Barbara Jo Ronemus, City Clerk

/pc

cc: City Attorney-Civil  
Manager, Business Services Division  
Las Vegas Metropolitan Police Department - SIB

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

VOICE 702.229.6011

TTY 702.386.9108

[www.lasvegasnevada.gov](http://www.lasvegasnevada.gov)

18112-001-06-05  
CLV 7009



November 15, 2006

**CERTIFIED & REGULAR MAIL**

Tracey Lynn Gulli  
7550 Tuckaway  
Las Vegas, Nevada 89139

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN  
MAYOR

GARY REESE  
MAYOR PRO TEM

LARRY BROWN

LAWRENCE WEEKLY

STEVE WOLFSON

LOIS TARKANIAN

STEVEN D. ROSS

DOUGLAS A. SELBY  
CITY MANAGER

Re: **WORK CARD APPEAL**

Dear Ms. Gulli:

Please be advised that on November 15, 2006, the City Council held your appeal of a work card denial by the Las Vegas Metropolitan Police Department in abeyance to the regular City Council meeting of December 6, 2006.

Occasionally, the City Council has been persuaded to grant a work card to an applicant through the intercession of the applicant's prospective employer. Therefore, if you think that your prospective employer would acknowledge, either in writing or personally before the City Council at your hearing, that he/she is aware of the reasons your work card was originally denied and wishes to hire you anyway, I urge you to request him/her to do so.

If a letter is submitted to the Council, **it must be from the licensee or principal who must be approved for suitability under Las Vegas Municipal Code Chapter 6.06 (the owner of the business, other principal or key employee)** for the establishment in which you are seeking employment. Also, you should bring to the hearing all other materials which may assist you in your appeal.

If you have any questions, please call the City Clerk's Office at 229-6311.

Sincerely,

Gabriela Portillo-Brenner  
Deputy City Clerk II for  
Barbara Jo Ronemus, City Clerk

/pc

cc: City Attorney-Civil  
Jim DiFiore, Manager, Business Services Division  
Sergeant Reagan Alexander, Las Vegas Metropolitan Police  
Department - SIB

*Certified # 7005.3110.0001.3040.2096*

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

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18112-001-06-05  
CLV 7009





10/31/06

to whom it may concern.

It has been brought to my attention that you have denied Tracy with a work card due to her criminal past.

Tracy has been unemployed since at Fremont Family Market + Deli since

January 2004. I am aware of all her past criminal charges, including her last month prison sentence (July 04 - October 2005) including 3 g. larceny, larceny charges.

As stated before Tracy with this been employed at my business since

January 2004 which was before her

prison sentence and I am still now

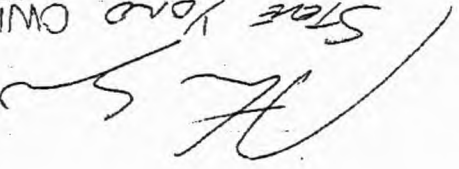
than willing to have her employed here

please reconsider your decision and

grant Tracy with a work card.

If you have any questions please

feel free to call me.



State Your Owner  
102-383-0780  
111 N. Fremont, Las Vegas NV 89101  
Fremont Family Market + Deli..



Come See Our  
Low Grocery Prices

**FREMONT FAMILY MARKET & DELI**  
**WORLD'S BEST SUBS**  
**ONE FREE SODA WITH EACH SUB PURCHASE**

|                                |                             |
|--------------------------------|-----------------------------|
| Fax Your Order                 | 611 E. Fremont St. Suite 20 |
| We Deliver, \$10.00 Minimum    | Tel (702) 383-0780          |
| Call Us And We Will Fax A Menu | Fax (702) 383-0796          |

**AGENDA SUMMARY PAGE**  
**CITY COUNCIL MEETING OF: DECEMBER 6, 2006**

**DEPARTMENT: CITY ATTORNEY**

**DIRECTOR: BRADFORD R. JERBIC**

☐ Consent ☒ Discussion

**SUBJECT:**

ABEYANCE ITEM - Discussion and possible action on Appeal of Work Card Denial: Clayborn Romaine Ellis III, 8218 West Dolphin Bay Court, Las Vegas, Nevada 89128

**Fiscal Impact**



No Impact



Augmentation Required



Budget Funds Available

**Amount:**

**Funding Source:**

**Dept./Division:**

**PURPOSE/BACKGROUND:**

None

**RECOMMENDATION:**

None

**BACKUP DOCUMENTATION:**

1. Appellant Letter of Appeal
2. City Clerk Notification Letters to Appellant
3. Support letter from Jason Olenak, owner of Munchies

Motion made by GARY REESE to Strike Items 49, 51 and 52

Passed For: 5; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 2

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

RECEIVED  
CITY CLERK

2006 NOV -2 P 1:52

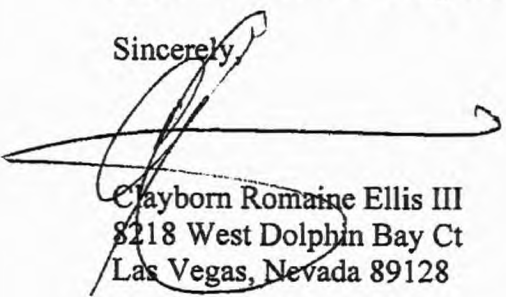
November 02, 2006

City Clerk  
City of Las Vegas  
400 Stewart Avenue  
Las Vegas, Nevada 89101

To Whom It May Concern:

I wish to appeal the Metropolitan Police Department's denial of my Work Card application to the Las Vegas City Council.

Sincerely,



Clayborn Romaine Ellis III  
8218 West Dolphin Bay Ct  
Las Vegas, Nevada 89128



LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN  
MAYOR

GARY REESE  
MAYOR PRO TEM

LARRY BROWN

WRENCE WEEKLY

KEVE WOLFSON

LOIS TARKANIAN

STEVEN D. ROSS

DOUGLAS A. SELBY  
CITY MANAGER

November 2, 2006

Clayborn Romaine Ellis III  
8218 West Dolphin Bay Ct  
Las Vegas, Nevada 89128

Re: **WORK CARD APPEAL**

Dear Mr. Ellis:

I am in receipt of your formal appeal to the City Council regarding the denial of a work card. This matter will be heard by the City Council at their regularly scheduled meeting of **November 15, 2006**.

Your appeal is scheduled to be heard during the morning session of the meeting, which commences at 9:00 a.m. We would advise that you be in attendance to present your appeal and answer any questions which may arise.

Occasionally, the City Council has been persuaded to grant a work card to an applicant through the intercession of the applicant's prospective employer. Therefore, if you think that your prospective employer would acknowledge, either in writing or personally before the City Council at your hearing, that he/she is aware of the reasons your work card was originally denied and wishes to hire you anyway, I urge you to request him/her to do so.

If a letter is submitted to the Council, it must be from the licensee or principal who must be approved for suitability under Las Vegas Municipal Code Chapter 6.06 (the owner of the business, other principal or key employee) for the establishment in which you are seeking employment. Also, you should bring to the hearing all other materials which may assist you in your appeal.

Sincerely,

Carmel Viado  
Deputy City Clerk I for  
Barbara Jo Ronemus, City Clerk

/pc

cc: City Attorney-Civil  
Manager, Business Services Division  
Las Vegas Metropolitan Police Department - SIB

CITY OF LAS VEGAS  
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18112-001-06-05  
CLV 7009







November 15, 2006

**CERTIFIED & REGULAR MAIL**

Clayborn Romaine Ellis III  
8218 West Dolphin Bay Court  
Las Vegas, Nevada 89128

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN  
MAYOR

GARY REESE  
MAYOR PRO TEM

LARRY BROWN  
LAWRENCE WEEKLY  
TEVE WOLFSON  
JOIS TARKANIAN  
STEVEN D. ROSS

DOUGLAS A. SELBY  
CITY MANAGER

Re: **WORK CARD APPEAL**

Dear Mr. Ellis:

Please be advised that on November 15, 2006, the City Council held your appeal of a work card denial by the Las Vegas Metropolitan Police Department in abeyance to the regular City Council meeting of December 6, 2006.

Occasionally, the City Council has been persuaded to grant a work card to an applicant through the intercession of the applicant's prospective employer. Therefore, if you think that your prospective employer would acknowledge, either in writing or personally before the City Council at your hearing, that he/she is aware of the reasons your work card was originally denied and wishes to hire you anyway, I urge you to request him/her to do so.

If a letter is submitted to the Council, it must be from the licensee or principal who must be approved for suitability under Las Vegas Municipal Code Chapter 6.06 (the owner of the business, other principal or key employee) for the establishment in which you are seeking employment. Also, you should bring to the hearing all other materials which may assist you in your appeal.

If you have any questions, please call the City Clerk's Office at 229-6311.

Sincerely,

  
Gabriela Portillo-Brenner  
Deputy City Clerk II for  
Barbara Jo Ronemus, City Clerk

/pc

cc: City Attorney-Civil  
Jim DiFiore, Manager, Business Services Division  
Sergeant Reagan Alexander, Las Vegas Metropolitan Police  
Department - SIB

*Certified # 7005-3110-0001-3040-2089*

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

VOICE 702.229.6011

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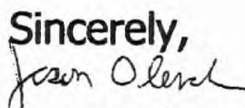
[www.lasvegasnevada.gov](http://www.lasvegasnevada.gov)

18112-001-06-05  
CLV 7009

Dear City Council:

11-12-06

I am the owner of a c-store called Munchies that is located at 6390 West Lake Mead, and I recently hired Clayborn Ellis. Clayborn was unable to obtain a work card even though he already had an expired one. Clayborn made me aware that he had prior arrests and that he would appeal. I sent Clayborn to L.V.M.P.D. to get a scope done. I am now aware of the convictions from his past. It also stated that he was able to obtain a work card previously for a 7-11 and Terrible Herbst. I believe that Clayborn can be an asset to my company. I strongly believe that Clayborn should receive a work card to become an employee of my store. Thank you.

Sincerely,  
  
Jason Olenak  
Owner Munchies

2006 NOV 13 A 10:48

RECEIVED  
CITY CLERK

Submitted after final agenda

Date 11/12/06 Item #52

**AGENDA SUMMARY PAGE**  
**CITY COUNCIL MEETING OF: DECEMBER 6, 2006**

---

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

Hearing, discussion and possible action regarding complaint seeking disciplinary action against Mulugeta Bour d/b/a Oakey Discount Market, 1616 Las Vegas Boulevard South, Las Vegas, Clark County, Nevada, for violations of the Las Vegas Municipal Code and Nevada Revised Statutes - Ward 3 (Reese)

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

Mulugeta Bour d/b/a Oakey Discount Market holds Beer/Wine/Cooler Off-Sale License No. L10-00246-4-001072, Convenience Store License No. C15-00321-4-107408, and Retail Tobacco License No. C05-02325-D-107408. Oakey Discount Market has operated, since at least May 29, 2003, as a public nuisance. Mulugeta Bour has committed acts constituting crimes in violation of local and state law. He has engaged in deceptive practices and demonstrated that he is dishonest and corrupt. On April 13, 2006, he was arrested, at Oakey Discount Market, for sale of narcotics paraphernalia, a felony. On April 27, 2006, when asked by a Las Vegas Planning Commissioner if he had ever had problems with Metro, he lied, and said that he had never had problems with the Las Vegas Metropolitan Police.

**RECOMMENDATION:**

Revocation of Beer/Wine/Cooler Off-Sale License No. L10-00246-4-001072, Convenience Store License No. C15-00321-4-107408, and Retail Tobacco License No. C05-02325-D-107408.

**BACKUP DOCUMENTATION:**

1. Complaint for Disciplinary Action
2. Submitted at meeting - Affidavit of Service, Order Approving Complaint and Notice of Hearing and April 25, 2006, Planning Commission Meeting Minutes Packet for Item 25
3. Submitted after meeting - Findings of Fact, Conclusions of Law and Order Revoking Beer/Wine/Cooler Off-Sale License No. L10-00246-4-001072, Convenience Store License No. C-15-00321-4-107408 and Retail Tobacco License No. C05-02325-D-107408 and Notice of Entry of Findings of Fact, Conclusions of Law and Order Revoking Beer/Wine/Cooler Off-Sale License No. L10-00246-4-001072, Convenience Store License No. C-15-00321-4-107408 and Retail Tobacco License No. C05-02325-D-107408
4. Verbatim Transcript

**CITY COUNCIL MEETING OF: DECEMBER 6, 2006**

Motion made by GARY REESE to Approve the immediate revocation of the Convenience Store License and the Retail Tobacco License, with the Beer/Wine/Cooler Off-Sale Liquor License to be revoked as of 3:00 p.m. on 12/6/2006

Passed For: 5; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 2

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

**Minutes:**

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

**Appearances:**

OSCAR GOODMAN, Mayor

BILL HENRY, Sr. Litigation Council

GARY REESE, Councilman

REX BELL, Attorney representing the applicant

BRAD JERBIC, City Attorney

MULUGETA BOUR, 1616 Las Vegas Boulevard South

RAYMOND McNABB, Las Vegas Resident

STEVE WOLFSON, Councilman

LAWRENCE WEEKLY, Councilman

LOIS TARKANIAN, Councilwoman

DAMIAN WALBURN, Sergeant of Downtown Command Area, Las Vegas Metropolitan Police Department



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

6 \* \* \*

7 IN THE MATTER OF:

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

10 Petitioner,

11 vs.

12 MULUGETA BOUR d/b/a OAKLEY  
13 DISCOUNT MARKET,

14 Respondent.

**COMPLAINT FOR  
DISCIPLINARY ACTION**

15  
16 The DEPARTMENT OF FINANCE AND BUSINESS SERVICES, on behalf of the  
17 CITY OF LAS VEGAS, NEVADA (Department), Petitioner, brings this Complaint for  
18 Disciplinary Action against MULUGETA BOUR d/b/a OAKLEY DISCOUNT MARKET,  
19 1616 Las Vegas Boulevard South, Las Vegas, Clark County, Nevada, Respondent, and states:

20 Respondent MULUGETA BOUR d/b/a OAKLEY DISCOUNT MARKET, holds  
21 Beer/Wine/Cooler Off-Sale License No. L10-00246-4-001072, Convenience Store License No.  
22 C15-00321-4-107408, and Retail Tobacco License No. C05-02325-D-107408.

23 **SUMMARY OF ALLEGATIONS**

24 Mulugeta Bour is the sole proprietor of Oakley Discount Market. Starting in March  
25 2003, he was granted a number of temporary Beer/Wine/Cooler Off-Sale licenses by the  
26 Las Vegas City Council. Finally, in June 2004, he was granted a permanent license. Between  
27 May 2003 and April 2006 Mr. Bour was cited and arrested by the Las Vegas Metropolitan  
28 Police Department for Failure to Possess a Health Card, Failure to Possess an Alcohol



1 Awareness Card, Failure to Maintain an Employee List, and Sale of Narcotics

2 **Paraphernalia, a felony.**

3 On April 27, 2006, Mr. Bour appeared before the Las Vegas Planning Commission  
4 seeking a special use permit to sell beer and wine at Fourth Street Market, 113 North Fourth  
5 Street, Las Vegas, Clark County, Nevada. **Mr. Bour told Commissioner Steinman** he had  
6 never had problems with Metro at his other place of business, Oakey Discount Market. **He**  
7 **lied.** In truth and fact, Mr. Bour had been arrested by the Las Vegas Metropolitan Police  
8 Department April 13, 2006, at Oakey Discount Market for a felony, Sale of Narcotics  
9 Paraphernalia to an undercover officer.

10 Mulugeta Bour violated the law in the operation of his business. Substantial  
11 information exists to believe that he is dishonest and corrupt. He engaged in a deceptive  
12 practice upon the public when he lied to a public body, the Las Vegas Planning Commission.

13 **PROCEDURAL HISTORY**

14 The Las Vegas City Council issued a temporary license for beer/wine/cooler off-sale to  
15 Mulugeta Bour on March 5, 2003. The license provided for a six-month review of Oakey  
16 Discount Market. On September 3, 2003, a six-month review was conducted before the City  
17 Council. The Council was informed that warning notices had been written to Mr. Bour for  
18 selling single containers of beer. Mr. Bour admitted that he had engaged in this conduct on  
19 one occasion. He also admitted not posting an employee list, but told the City Council that he  
20 had one. He also admitted to not having a valid health card in his possession when Metro  
21 Special Investigations detectives asked to inspect it, but stated that he had left it in his wallet in  
22 his car. He apologized. The City Council granted an extension to the temporary license.

23 The matter appeared on the March 3, 2004-agenda but was abeyed to March 17, 2004,  
24 when a second extension to the temporary license was granted.

25 On June 16, 2004, the City Council granted a permanent license to sell beer and wine,  
26 including single containers.

27 . . . .

28 . . . .

## VIOLATIONS OF LAW

On May 29, 2003, officers of the Las Vegas Metropolitan Police Department determined that Mulugeta Bour did not possess a health card, an alcohol awareness card, or an employee list.

On June 12, 2003, officers of the Las Vegas Metropolitan Police Department determined that Nuriden Shifa, an employee at Oakey Discount Market, did not possess a work card. They also determined that Mr. Bour did not have a completed work card list with employees' work card numbers. Finally, it was noted that he had not posted his business license.

On August 21, 2003, officers of the Las Vegas Metropolitan Police Department determined that Mr. Bour did not have an employee list.

On April 13, 2006, an officer of the Las Vegas Metropolitan Police Department acting in an undercover capacity purchased narcotics' paraphernalia from Mulugeta Bour at Oakey Discount Market. The officer purchased a "set up," specifically a three-inch galls tube containing a plastic rose and a chor boy brillo pad placed in a brown paper bag. Thereafter, Mr. Bour was arrested for **felony Sale of Narcotics Paraphernalia**. During the course of the arrest he showed officers that he stored the chor boys in the bathroom, and the glass pipes under the cash register. Two hundred and eighty-eight (228) glass pipes were found in a box under the cash register, with an additional thirty (30) pipes in the cash register. Officers noted a sign in the store which read "If you don't see what you want, ask for it."

The officer involved formed an opinion, based on his training and experience, and from a consideration of all the circumstances, that the "set ups" being sold by Mulugeta Bour were narcotics paraphernalia intended to facilitate smoking crack cocaine. One of the circumstances considered by the officer was that Sergeant Wally of the Downtown Area Command had warned Mulugeta Bour four months earlier that the sale of narcotics paraphernalia was a crime.

On April 27, 2006, Mulugeta Bour appeared before the Las Vegas Planning Commission on Agenda Item No. 25, an application for special use permit to utilize Fourth

1 **Street Market**, located at 113 North Fourth Street, Las Vegas, Clark County, Nevada, for  
2 **the sale of beer and wine**. During the course of the hearing Mr. Bour entered into  
3 conversation with Commissioner Steinman. **He told Commissioner Steinman** that he had  
4 never had problems with Metro at his other place of business, Oakey Discount Market, located  
5 at 1616 Las Vegas Boulevard South, Las Vegas, Clark County, Nevada. **This was a lie**. Mr.  
6 Bour had been arrested two weeks earlier on April 13, 2006, by officers of the Las Vegas  
7 Metropolitan Police Department. They arrested him for felony Sale of Narcotics  
8 Paraphernalia, "set ups" intended to facilitate smoking crack cocaine.

### 9 THE LAW

10 LAS VEGAS MUNICIPAL CODE (LVMC) § 6.06.250(A) and (B)(6), (7), and (10)  
11 provide:

12 A licensee may be subject to disciplinary action as set  
13 forth in Sections 6.02.330 through 6.02.360.

14 A principal approved for suitability may be subject to  
15 **disciplinary action** by the City Council for good cause, which  
may include, but is not limited to:

16 . . . .

17 **The principal has committed acts which would**  
18 **constitute a crime** involving moral turpitude or involving any  
Federal, State or local law or regulation relating to the same or a  
similar business;

19 When substantial information exists which tends to show  
20 that **the principal is dishonest** or corrupt;

21 . . . .

22 The principal has engaged in **deceptive practices** upon the  
public . . . . [Emphasis added.]

23 LVMC § 6.02.330(H) provides:

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

26 . . . .

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

1 LVMC § 6.50.440 provides:

2 It is unlawful for any of the following to be employed in  
3 the retail sales of alcoholic beverages for on or off premises  
4 consumption without having in his or her possession a valid **work**  
5 **card** for alcoholic beverages pursuant to LVMC Chapter 6.86:

6 (A) A manager;

7 (B) Any employee who pours or serves alcoholic  
8 beverages for on premises consumption; or

9 (C) Any employee who accepts payment for the sale or  
10 delivery of alcoholic beverages for off premises consumption.  
11 [Emphasis added.]

12 LVMC § 6.50.570 provides:

13 The **completion card** or a copy thereof issued by the  
14 instructor of an **alcohol awareness training** course or refresher  
15 course to a person successfully completing the course must be  
16 available during the work shift on the premises where the person,  
17 as an employee, is serving, selling or distributing alcoholic  
18 beverages for inspection by Metro, City or other governmental  
19 personnel. [Emphasis added.]

20 LVMC § 6.02.350 provides:

21 A licensee under this Chapter shall be subject to  
22 **disciplinary action not only for acts or omissions done by such**  
23 **licensee** but also for **acts and omissions done by the principals,**  
24 **managers, agents, representatives, servants or employees of such**  
25 **licensee.** [Emphasis added.]

26 Nevada Revised Statute (NRS) 453.560 provides:

27 Unless a greater penalty is provided in NRS 212.160, a  
28 person who delivers or sells, possesses with the intent to deliver  
or sell, or manufactures with the intent to deliver or sell any  
**drug paraphernalia**, knowing, or under circumstances where  
one reasonably should know, that it will be used to plant,  
propagate, cultivate, grow, harvest, manufacture, compound,  
convert, produce, prepare, test, analyze, pack, repack, store,  
contain, conceal, inject, ingest, inhale or otherwise introduce into  
the human body a controlled substance in violation of this chapter  
is guilty of a **category E felony** and shall be punished as  
provided in NRS 193.130. [Emphasis added.]

29 NRS 453.554(11)(a) and (b) provides:

30 As used in NRS 453.554 to 453.566, inclusive, unless the  
31 context otherwise requires, "**drug paraphernalia**" means all  
32 equipment, products and materials of any kind which are used,  
intended for use, or designed for use in planting, propagating,  
cultivating, growing, harvesting, manufacturing, compounding,



1 converting, producing, preparing, testing, analyzing, packaging,  
2 repackaging, storing, containing, concealing, injecting, ingesting,  
3 inhaling or otherwise introducing into the human body a  
4 controlled substance in violation of this chapter. The term  
5 includes, but is not limited to:

6 . . . .

7 **Objects used, intended for use, or designed for use in**  
8 **ingesting, inhaling or otherwise introducing marijuana, cocaine,**  
9 **hashish or hashish oil into the human body, such as:**

10 Metal, wooden, acrylic, glass, stone, plastic or ceramic  
11 pipes with or without screens, permanent screens, hashish heads  
12 or punctured metal bowls;

13 Water pipes . . . . [Emphasis added.]

#### 14 EVIDENCE

15 LVMC § 6.88.090 provides:

16 (A) The hearing need not be conducted according to  
17 technical rules relating to evidence and witnesses. Any relevant  
18 evidence may be admitted.

19 (B) The respondent shall have the right to call and  
20 examine witnesses on his own behalf, cross-examine opposing  
21 witnesses, introduce exhibits and evidence relevant to the issues  
22 of the case, and offer rebuttal evidence.

23 (C) The respondent may be called and examined by the  
24 City.

25 (D) The Clerk shall have the power to issue subpoenas for  
26 witnesses to appear to give testimony. [Emphasis added.]

#### 27 PENALTY

28 LVMC § 6.02.360 provides:

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



1 in addition to, and not exclusive of, any other civil or criminal  
2 remedy which otherwise might be available. [Emphasis added.]

3 **ALLEGATION**

4 It is alleged that between May 29, 2003, and April 13, 2006, Mulugeta Bour d/b/a  
5 Oakey Discount Market operated the business so that the actual business activity constituted a  
6 public or private nuisance, and was conducted in an unlawful, illegal or impermissible manner.  
7 It is further alleged that Mulugeta Bour committed acts which constitute crimes under state and  
8 local law. Mulugeta Bour has demonstrated that he is dishonest and corrupt by lying to the  
9 Las Vegas Planning Commission. Further, he engaged in a deceptive practice upon the public  
10 when he lied to members that public body.

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

12 A. Approve the Complaint for Disciplinary Action and order a disciplinary hearing  
13 at which the Respondent shall appear and show cause why the licenses that are the subject of  
14 this Complaint should not be suspended or revoked, or other disciplinary action taken; or

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

16 DATED this 8<sup>th</sup> day of November, 2006.

17 RESPECTFULLY SUBMITTED:

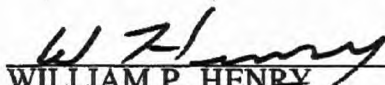
18  
19 By:



MARK R. VINCENT, Director  
Finance and Business Services

20  
21 BRADFORD R. JERBIC  
22 City Attorney

23 By:



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

ORIGINAL

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

IN THE MATTER OF:

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

Petitioner,

vs.

MULUGETA BOUR d/b/a OAKEY  
DISCOUNT MARKET,

Respondent.

**AFFIDAVIT OF SERVICE**

STATE OF NEVADA       )  
                                  ) ss:  
COUNTY OF CLARK     )

LEONARD D. WILSON, being first duly sworn, says: That at all times herein affiant was and is a citizen of the United States, over 18 years of age, and not a party to or interested in the proceeding in which this affidavit is made. That on November 16, 2006, affiant received a copy of the Order Approving Complaint and Notice of Hearing in the referenced matter, and served the same on Mulugeta Bour d/b/a Oakey Discount Market, Respondent herein, at 1616 Las Vegas Boulevard South, Las Vegas, Nevada, November 16, 2006.

DATED this 16<sup>th</sup> day of November, 2006.

  
LEONARD D. WILSON

SUBSCRIBED AND SWORN TO before  
me this 16<sup>th</sup> day of November, 2006.

  
NOTARY PUBLIC



Submitted at City Council

Date 12/6/2006 Item #53

ORIGINAL

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

\* \* \*

IN THE MATTER OF:

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

Petitioner,

vs.

MULUGETA BOUR d/b/a OAKEY  
DISCOUNT MARKET,

Respondent.

**ORDER APPROVING  
COMPLAINT AND NOTICE OF HEARING**

TO: MULUGETA BOUR d/b/a OAKEY DISCOUNT MARKET, Respondent:

The Complaint for Disciplinary Action by the DEPARTMENT OF FINANCE AND BUSINESS SERVICES on behalf of the CITY OF LAS VEGAS, NEVADA, against you, a copy of which is on file with the City Clerk and attached to this Order and Notice, having come before the City Council of the City of Las Vegas, Nevada, at its regular meeting held on November 15, 2006, and the Council being satisfied that probable grounds exist for disciplinary action against you as alleged in the Complaint for Disciplinary Action;

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

YOU ARE HEREBY NOTIFIED that the hearing will be held before the City Council of the City of Las Vegas, Nevada, at the Council Chambers, City Hall, 400 Stewart Avenue, Las Vegas, Nevada, 89101, on December 6, 2006, beginning at the hour of 9 a.m., or as soon thereafter as the matter can be heard.

Submitted at City Council

Date 12/6/06 Item #53

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

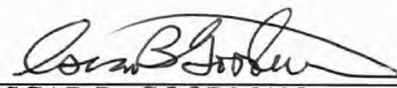
5 YOU ARE FURTHER NOTIFIED that within twenty (20) days after service of the  
6 Complaint for Disciplinary Action, but not later than five (5) days before the hearing date, you  
7 must file with the City Clerk, First Floor, City Hall, 400 Stewart Avenue, Las Vegas, Nevada,  
8 89101, and serve a copy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

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

14 DATED this 15<sup>th</sup> day of November, 2006.

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

17 By:

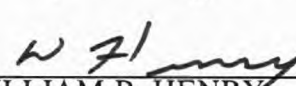
18   
19 OSCAR B. GOODMAN  
Mayor

20 ATTEST:

21   
22 ~~BARBARA JO RONEMUS, City Clerk~~

23 By: **Beverly K. Bridges**  
Chief Deputy City Clerk

24 APPROVED AS TO LEGAL FORM:

25   
WILLIAM P. HENRY  
26 Senior Litigation Counsel

27 15 NOV 06  
Date

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

6 \* \* \*

7 IN THE MATTER OF:

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

10 Petitioner,

11 vs.

12 MULUGETA BOUR d/b/a OAKY  
13 DISCOUNT MARKET,

14 Respondent.

**COMPLAINT FOR  
DISCIPLINARY ACTION**

15  
16 The DEPARTMENT OF FINANCE AND BUSINESS SERVICES, on behalf of the  
17 CITY OF LAS VEGAS, NEVADA (Department), Petitioner, brings this Complaint for  
18 Disciplinary Action against MULUGETA BOUR d/b/a OAKY DISCOUNT MARKET,  
19 1616 Las Vegas Boulevard South, Las Vegas, Clark County, Nevada, Respondent, and states:

20 Respondent MULUGETA BOUR d/b/a OAKY DISCOUNT MARKET, holds  
21 Beer/Wine/Cooler Off-Sale License No. L10-00246-4-001072, Convenience Store License No.  
22 C15-00321-4-107408, and Retail Tobacco License No. C05-02325-D-107408.

23 **SUMMARY OF ALLEGATIONS**

24 Mulugeta Bour is the sole proprietor of Oaky Discount Market. Starting in March  
25 2003, he was **granted a number of temporary Beer/Wine/Cooler Off-Sale licenses** by the  
26 Las Vegas City Council. Finally, in June 2004, he was granted a permanent license. Between  
27 May 2003 and April 2006 Mr. Bour was **cited and arrested** by the Las Vegas Metropolitan  
28 Police Department for Failure to Possess a Health Card, Failure to Possess an Alcohol



1 Awareness Card, Failure to Maintain an Employee List, and Sale of Narcotics

2 **Paraphernalia, a felony.**

3 On April 27, 2006, Mr. Bour appeared before the Las Vegas Planning Commission  
4 seeking a special use permit to sell beer and wine at Fourth Street Market, 113 North Fourth  
5 Street, Las Vegas, Clark County, Nevada. **Mr. Bour told Commissioner Steinman** he had  
6 never had problems with Metro at his other place of business, Oakey Discount Market. **He**  
7 **lied.** In truth and fact, Mr. Bour had been arrested by the Las Vegas Metropolitan Police  
8 Department April 13, 2006, at Oakey Discount Market for a felony, Sale of Narcotics  
9 Paraphernalia to an undercover officer.

10 Mulugeta Bour violated the law in the operation of his business. Substantial  
11 information exists to believe that he is dishonest and corrupt. He engaged in a deceptive  
12 practice upon the public when he lied to a public body, the Las Vegas Planning Commission.

13 **PROCEDURAL HISTORY**

14 The Las Vegas City Council issued a temporary license for beer/wine/cooler off-sale to  
15 Mulugeta Bour on March 5, 2003. The license provided for a six-month review of Oakey  
16 Discount Market. On September 3, 2003, a six-month review was conducted before the City  
17 Council. The Council was informed that warning notices had been written to Mr. Bour for  
18 selling single containers of beer. Mr. Bour admitted that he had engaged in this conduct on  
19 one occasion. He also admitted not posting an employee list, but told the City Council that he  
20 had one. He also admitted to not having a valid health card in his possession when Metro  
21 Special Investigations detectives asked to inspect it, but stated that he had left it in his wallet in  
22 his car. He apologized. The City Council granted an extension to the temporary license.

23 The matter appeared on the March 3, 2004-agenda but was abeyed to March 17, 2004,  
24 when a second extension to the temporary license was granted.

25 On June 16, 2004, the City Council granted a permanent license to sell beer and wine,  
26 including single containers.

27 . . . .

28 . . . .

## VIOLATIONS OF LAW

On May 29, 2003, officers of the Las Vegas Metropolitan Police Department determined that Mulugeta Bour did not possess a health card, an alcohol awareness card, or an employee list.

On June 12, 2003, officers of the Las Vegas Metropolitan Police Department determined that Nuriden Shifa, an employee at Oakey Discount Market, did not possess a work card. They also determined that Mr. Bour did not have a completed work card list with employees' work card numbers. Finally, it was noted that he had not posted his business license.

On August 21, 2003, officers of the Las Vegas Metropolitan Police Department determined that Mr. Bour did not have an employee list.

On April 13, 2006, an officer of the Las Vegas Metropolitan Police Department acting in an undercover capacity purchased narcotics' paraphernalia from Mulugeta Bour at Oakey Discount Market. The officer purchased a "set up," specifically a three-inch galls tube containing a plastic rose and a chor boy brillo pad placed in a brown paper bag. Thereafter, Mr. Bour was arrested for **felony Sale of Narcotics Paraphernalia**. During the course of the arrest he showed officers that he stored the chor boys in the bathroom, and the glass pipes under the cash register. Two hundred and eighty-eight (228) glass pipes were found in a box under the cash register, with an additional thirty (30) pipes in the cash register. Officers noted a sign in the store which read "If you don't see what you want, ask for it."

The officer involved formed an opinion, based on his training and experience, and from a consideration of all the circumstances, that the "set ups" being sold by Mulugeta Bour were narcotics paraphernalia intended to facilitate smoking crack cocaine. One of the circumstances considered by the officer was that Sergeant Wally of the Downtown Area Command had warned Mulugeta Bour four months earlier that the sale of narcotics paraphernalia was a crime.

On April 27, 2006, Mulugeta Bour appeared before the Las Vegas Planning Commission on Agenda Item No. 25, an application for special use permit to utilize Fourth

1 **Street Market**, located at 113 North Fourth Street, Las Vegas, Clark County, Nevada, **for**  
2 **the sale of beer and wine**. During the course of the hearing Mr. Bour entered into  
3 conversation with Commissioner Steinman. **He told Commissioner Steinman** that he had  
4 never had problems with Metro at his other place of business, Oakey Discount Market, located  
5 at 1616 Las Vegas Boulevard South, Las Vegas, Clark County, Nevada. **This was a lie**. Mr.  
6 Bour had been arrested two weeks earlier on April 13, 2006, by officers of the Las Vegas  
7 Metropolitan Police Department. They arrested him for felony Sale of Narcotics  
8 Paraphernalia, "set ups" intended to facilitate smoking crack cocaine.

9 **THE LAW**

10 LAS VEGAS MUNICIPAL CODE (LVMC) § 6.06.250(A) and (B)(6), (7), and (10)  
11 provide:

12 A licensee may be subject to disciplinary action as set  
13 forth in Sections 6.02.330 through 6.02.360.

14 A principal approved for suitability may be subject to  
15 **disciplinary action** by the City Council for good cause, which  
16 may include, but is not limited to:

17 . . . .

18 **The principal has committed acts which would**  
19 **constitute a crime** involving moral turpitude or involving any  
20 Federal, State or local law or regulation relating to the same or a  
21 similar business;

22 When substantial information exists which tends to show  
23 that **the principal is dishonest** or corrupt;

24 . . . .

25 The principal has engaged in **deceptive practices** upon the  
26 public . . . . [Emphasis added.]

27 LVMC § 6.02.330(H) provides:

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

. . . .

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

1 LVMC § 6.50.440 provides:

2 It is unlawful for any of the following to be employed in  
3 the retail sales of alcoholic beverages for on or off premises  
4 consumption without having in his or her possession a valid **work**  
5 **card** for alcoholic beverages pursuant to LVMC Chapter 6.86:

6 (A) A manager;

7 (B) Any employee who pours or serves alcoholic  
8 beverages for on premises consumption; or

9 (C) Any employee who accepts payment for the sale or  
10 delivery of alcoholic beverages for off premises consumption.  
11 [Emphasis added.]

12 LVMC § 6.50.570 provides:

13 The **completion card** or a copy thereof issued by the  
14 instructor of an **alcohol awareness training** course or refresher  
15 course to a person successfully completing the course must be  
16 available during the work shift on the premises where the person,  
17 as an employee, is serving, selling or distributing alcoholic  
18 beverages for inspection by Metro, City or other governmental  
19 personnel. [Emphasis added.]

20 LVMC § 6.02.350 provides:

21 A licensee under this Chapter shall be subject to  
22 **disciplinary action not only for acts or omissions done by such**  
23 **licensee** but also for **acts and omissions done by the principals,**  
24 **managers, agents, representatives, servants or employees** of such  
25 licensee. [Emphasis added.]

26 Nevada Revised Statute (NRS) 453.560 provides:

27 Unless a greater penalty is provided in NRS 212.160, a  
28 person who delivers or sells, possesses with the intent to deliver  
or sell, or manufactures with the intent to deliver or sell any  
**drug paraphernalia**, knowing, or under circumstances where  
one reasonably should know, that it will be used to plant,  
propagate, cultivate, grow, harvest, manufacture, compound,  
convert, produce, prepare, test, analyze, pack, repack, store,  
contain, conceal, inject, ingest, inhale or otherwise introduce into  
the human body a controlled substance in violation of this chapter  
is guilty of a **category E felony** and shall be punished as  
provided in NRS 193.130. [Emphasis added.]

29 NRS 453.554(11)(a) and (b) provides:

30 As used in NRS 453.554 to 453.566, inclusive, unless the  
31 context otherwise requires, "**drug paraphernalia**" means all  
32 equipment, products and materials of any kind which are used,  
33 intended for use, or designed for use in planting, propagating,  
34 cultivating, growing, harvesting, manufacturing, compounding,



1 converting, producing, preparing, testing, analyzing, packaging,  
2 repackaging, storing, containing, concealing, injecting, ingesting,  
3 inhaling or otherwise introducing into the human body a  
4 controlled substance in violation of this chapter. The term  
5 includes, but is not limited to:

6 . . . .

7 **Objects used, intended for use, or designed for use in**  
8 **ingesting, inhaling or otherwise introducing marijuana, cocaine,**  
9 **hashish or hashish oil into the human body, such as:**

10 Metal, wooden, acrylic, **glass**, stone, plastic or ceramic  
11 **pipes** with or without screens, permanent screens, hashish heads  
12 or punctured metal bowls;

13 Water pipes . . . . [Emphasis added.]

#### 14 **EVIDENCE**

15 LVMC § 6.88.090 provides:

16 (A) **The hearing need not be conducted according to**  
17 **technical rules relating to evidence** and witnesses. Any relevant  
18 evidence may be admitted.

19 (B) The respondent shall have the right to call and  
20 examine witnesses on his own behalf, cross-examine opposing  
21 witnesses, introduce exhibits and evidence relevant to the issues  
22 of the case, and offer rebuttal evidence.

23 (C) The respondent may be called and examined by the  
24 City.

25 (D) The Clerk shall have the power to issue subpoenas for  
26 witnesses to appear to give testimony. [Emphasis added.]

#### 27 **PENALTY**

28 LVMC § 6.02.360 provides:

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



1 in addition to, and not exclusive of, any other civil or criminal  
2 remedy which otherwise might be available. [Emphasis added.]

3 **ALLEGATION**

4 It is alleged that between May 29, 2003, and April 13, 2006, Mulugeta Bour d/b/a  
5 Oakey Discount Market operated the business so that the actual business activity constituted a  
6 public or private nuisance, and was conducted in an unlawful, illegal or impermissible manner.  
7 It is further alleged that Mulugeta Bour committed acts which constitute crimes under state and  
8 local law. Mulugeta Bour has demonstrated that he is dishonest and corrupt by lying to the  
9 Las Vegas Planning Commission. Further, he engaged in a deceptive practice upon the public  
10 when he lied to members that public body.

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

12 A. Approve the Complaint for Disciplinary Action and order a disciplinary hearing  
13 at which the Respondent shall appear and show cause why the licenses that are the subject of  
14 this Complaint should not be suspended or revoked, or other disciplinary action taken; or

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

16 DATED this 8<sup>th</sup> day of November, 2006.

17 RESPECTFULLY SUBMITTED:

18  
19 By:



20 MARK R. VINCENT, Director  
Finance and Business Services

21 BRADFORD R. JERBIC  
22 City Attorney

23 By:



24 WILLIAM P. HENRY  
25 Senior Litigation Counsel  
26 Nevada Bar No. 101  
27 400 Stewart Avenue, Ninth Floor  
28 Las Vegas, NV 89101  
Attorneys for CITY OF LAS VEGAS

**AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT****PLANNING COMMISSION MEETING OF: APRIL 27, 2006****DEPARTMENT: PLANNING & DEVELOPMENT****DIRECTOR: M. MARGO WHEELER**☐**CONSENT**☒**DISCUSSION****SUBJECT:**

**ABEYANCE - SUP-12038 - SPECIAL USE PERMIT - PUBLIC HEARING -**  
**APPLICANT: MULUGETA BOUR - OWNER: COHEN 1969 TRUST -** Request for a  
Special Use Permit FOR A PROPOSED BEER/WINE/COOLER OFF-SALE  
ESTABLISHMENT IN AN EXISTING CONVENIENCE STORE at 113 North Fourth Street  
(APN 139-34-510-028), C-2 (General Commercial) Zone, Ward 5 (Weekly).

**IF APPROVED: C.C.: 06/07/06****IF DENIED: P.C.: FINAL ACTION (Unless appealed within 10 days)****PROTESTS RECEIVED BEFORE:**

Planning Commission Mtg.  
City Council Meeting

|   |
|---|
| 0 |
|   |

**APPROVALS RECEIVED BEFORE:**

Planning Commission Mtg.  
City Council Meeting

|   |
|---|
| 0 |
|   |

**RECOMMENDATION:**

Staff recommends DENIAL.

**BACKUP DOCUMENTATION:**

1. Location Map
2. Conditions For This Application
3. Staff Report
4. Justification Letter

**MOTION:****GOYNES - DENIED - UNANIMOUS****This is Final Action****MINUTES:**

CHAIRMAN TROWBRIDGE declared the Public Hearing open.

MARIO SUAREZ, Deputy Director of Planning and Development, explained the proposal is for a beer and wine cooler off-sale establishment that cannot be conducted harmoniously with surrounding land uses. He noted that allowing this request would contribute to over saturation since its location is within 500 feet of six taverns. He recommended denial.

MULUGETA BOUR, 113 North Fourth Street, stated he has occupied the building since 1999 and requested approval.

Submitted at City Council  
Date 12/6/06 Item 53

CERTIFIED AS A TRUE COPY

*Carmel M. Trads*  
DEPUTY CITY CLERK  
CITY OF LAS VEGAS, NEVADA  
12/5/2006 15 pages

PLANNING COMMISSION MEETING OF APRIL 27, 2006  
Planning and Development Department  
Item 25 – SUP-12038

**MINUTES – Continued:**

At the request of COMMISSIONER STEINMAN, MR. BOUR confirmed that alcohol is not currently served at the subject property but he does own another property that is permitted to serve alcohol. MR. BOUR stated that he has never had problems with Metro at his other place of business.

COMMISSIONER EVANS queried where MR. BOUR'S second place of business is located and MR. BOUR confirmed his address to be 1616 South Las Vegas Boulevard. MR. BOUR stated that the business is located at Las Vegas Boulevard and Oakey Boulevard and has been the owner since March 2003. COMMISSIONER EVANS requested clarification if MR. BOUR had his license revoked at that location, but MR. BOUR indicated that he was not the owner at the time the license was revoked at the other location.

MR. BOUR confirmed for COMMISSIONER DAVENPORT that he has not had any serious concerns from Metro.

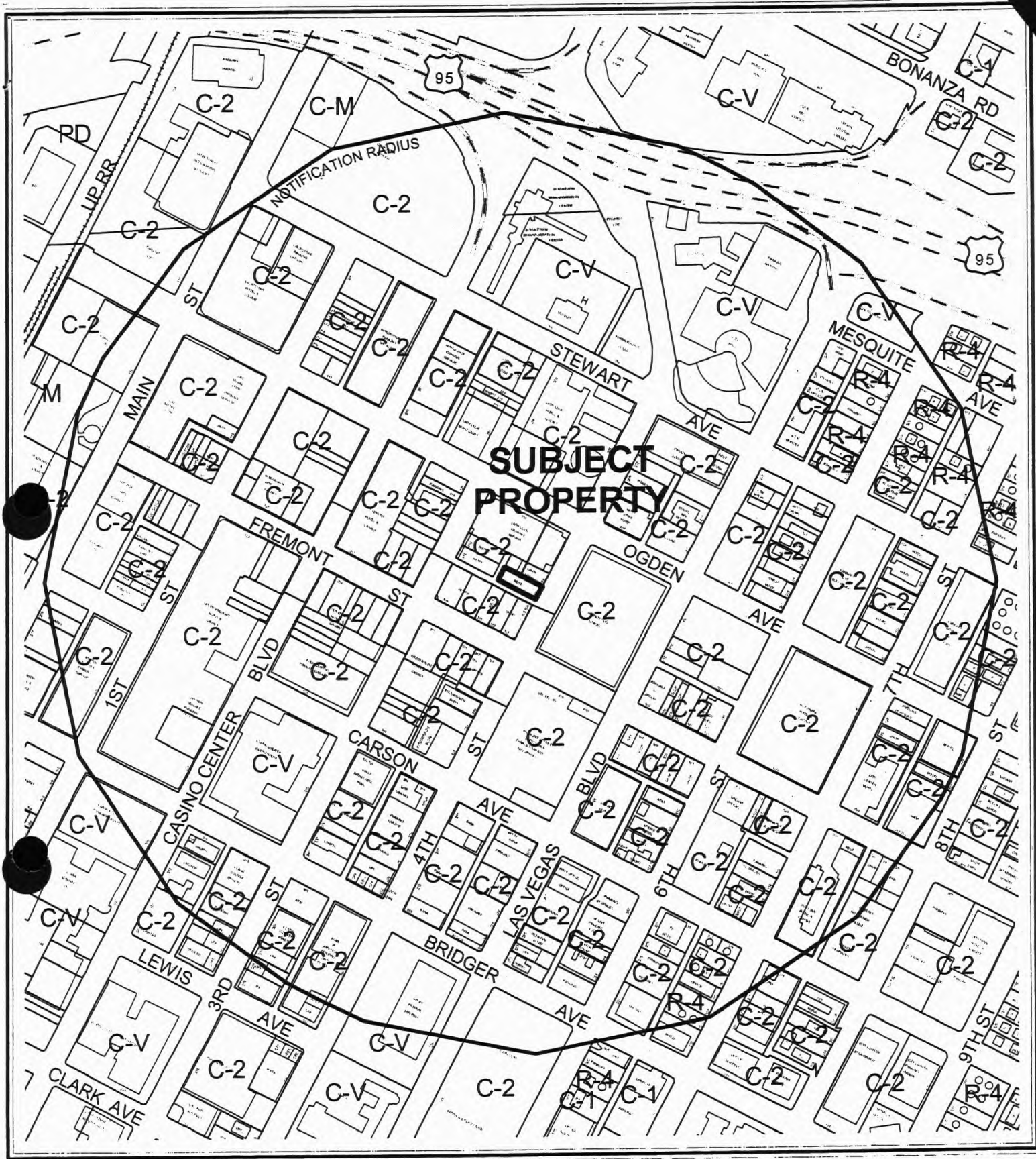
While COMMISSIONER GOYNES acknowledged the applicant's testimony of his other business, he concurred with staff's report of an over saturation issue of like business in the vicinity. He did not support the request.

CHAIRMAN TROWBRIDGE declared the Public Hearing closed.

(7:19 – 7:26)

1-2870



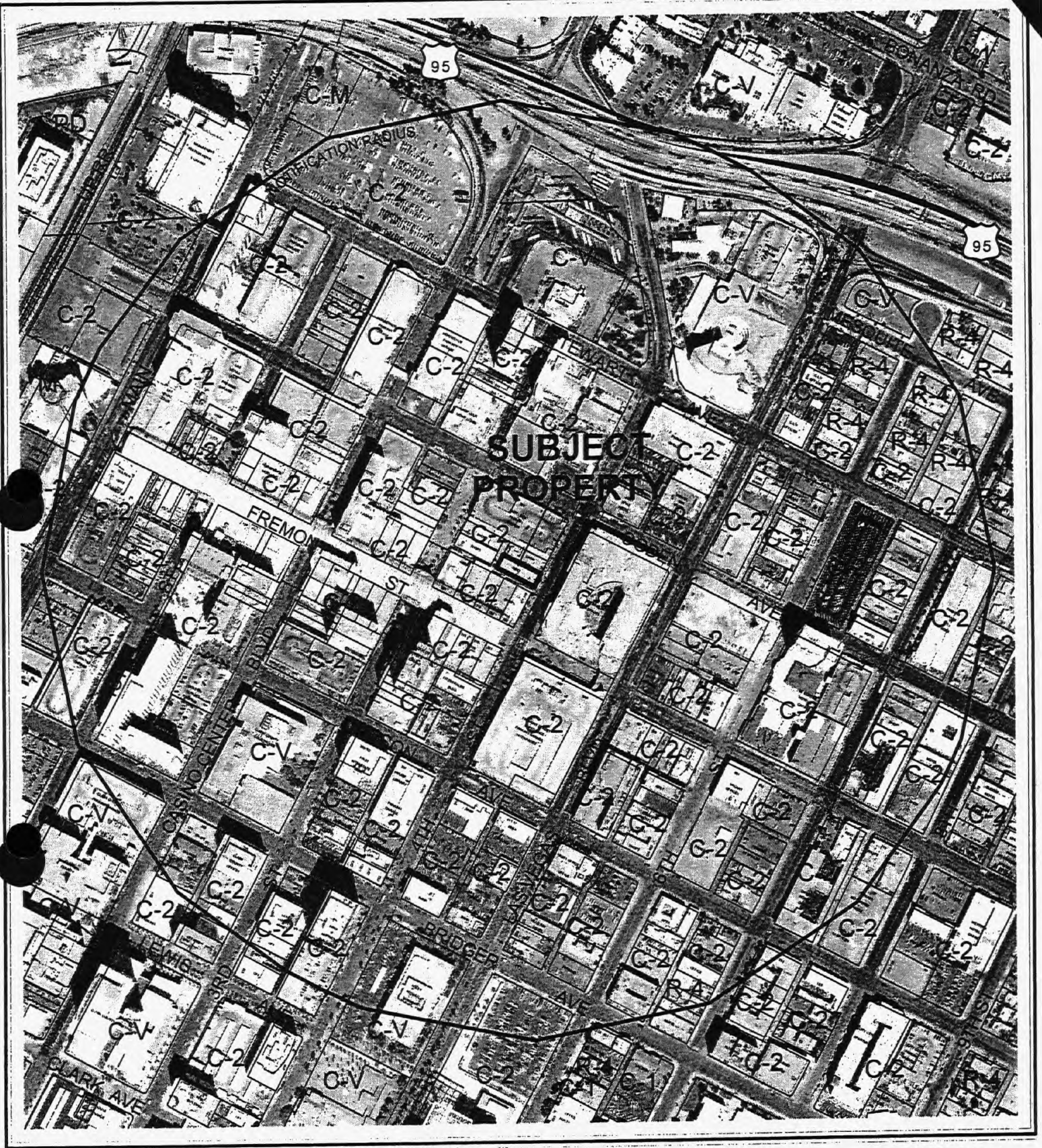


CASE: SUP-12038

RADIUS: 1500 FT

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)





0 500 1000 Feet

CASE: SUP-12038

RADIUS: 1500 FT

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)





*City of Las Vegas***AGENDA MEMO****PLANNING COMMISSION MEETING DATE: APRIL 27, 2006****DEPARTMENT: PLANNING AND DEVELOPMENT****ITEM DESCRIPTION: ABEYANCE - SUP-12038 - APPLICANT: MULUGETA BOUR  
- OWNER: COHEN 1969 TRUST**

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**\*\* CONDITIONS \*\*****STAFF RECOMMENDATION: DENIAL.** If Approved, subject to:**Planning and Development**

1. Conformance to all Minimum Requirements under Title 19.04.050 for a Beer/Wine/Cooler Off-Sale Establishment use.
2. This Special Use Permit shall expire two years from the date of final approval, unless it is exercised or an Extension of Time is granted by the City of Las Vegas.
3. Approval of this Special Use Permit does not constitute approval of a liquor license.
4. The sale of individual containers of any size of beer, wine coolers or screw cap wine is prohibited. All such products shall remain in their original configurations as shipped by the manufacturer. Further, no repackaging of containers into groups smaller than the original shipping container size shall be permitted.
5. This business shall operate in conformance to Chapter 6.50 of the City of Las Vegas Municipal Code.
6. All City Code requirements and design standards of all City departments must be satisfied.

**SUP-12038 - Staff Report Page One**  
**April 27, 2006 - Planning Commission Meeting**

**\*\* STAFF REPORT \*\***

**APPLICATION REQUEST**

This is a request for a Special Use Permit for a proposed Beer/Wine/Cooler Off-Sale Establishment in an existing convenience store at 113 North Fourth Street.

**EXECUTIVE SUMMARY**

The proposed Beer/Wine/Cooler Establishment cannot be conducted in a manner that is harmonious and compatible with the surrounding land uses. This use will increase the number of alcohol uses in the area and constitutes an over saturation of such uses in a limited area.

**BACKGROUND INFORMATION**

***A) Related Actions***

- 12/16/64      The City Council approved a Reclassification of Property (Z-0100-64) to C-2 (General Commercial) zoning of this site as part of a larger request.
- 08/21/02      The City Council denied a Special Use Permit (U-0067-02) for the sale of beer and wine for off-premise consumption. The Planning Commission and staff recommended denial.
- 04/13/06      The Planning Commission voted to hold this item in abeyance as the applicant was unable to attend the meeting.

***B) Pre-Application Meeting***

- 02/13/06      A pre-application meeting was held where details of a submittal were discussed for a Beer/Wine/Cooler Establishment Special Use Permit.

***C) Neighborhood Meetings***

A neighborhood meeting is not required as part of this application request, nor was one held.

**DETAILS OF APPLICATION REQUEST**

***A) Site Area***

Net Acres:      0.15 Acres

DR

**SUP-12038 - Staff Report Page Two**  
**April 27, 2006 - Planning Commission Meeting**

**B) Existing Land Use**

Subject Property: Convenience Store  
 North: Pawn Shop  
 South: Retail Shops  
 East: Retail Shops  
 West: Retail Shops

**C) Planned Land Use**

Subject Property: C (Commercial)  
 North: C (Commercial)  
 South: C (Commercial)  
 East: C (Commercial)  
 West: C (Commercial)

**D) Existing Zoning**

Subject Property: C-2 (General Commercial)  
 North: C-2 (General Commercial)  
 South: C-2 (General Commercial)  
 East: C-2 (General Commercial)  
 West: C-2 (General Commercial)

**E) General Plan Compliance**

The subject site is located in the Downtown Redevelopment Plan area and has a General Plan designation of C (Commercial). The site is zoned C-2 (General Commercial) which is in compliance with the General Plan. The requested use for a Beer/Wine/Cooler Establishment is allowed in the C-2 (General Commercial) zoning district with approval of a Special Use Permit.

| <b>SPECIAL DISTRICTS/ZONES</b>                    | <b>Yes</b> | <b>No</b> |
|---------------------------------------------------|------------|-----------|
| <b>Special Area Plan</b>                          | <b>X</b>   |           |
| Downtown Centennial Plan                          | <b>X</b>   |           |
| <b>Special Overlay District</b>                   | <b>X</b>   |           |
| Airport Overlay District                          | <b>X</b>   |           |
| <b>Trails</b>                                     |            | <b>X</b>  |
| <b>Rural Preservation Overlay District</b>        |            | <b>X</b>  |
| <b>County/North Las Vegas/HOA Notification</b>    |            | <b>X</b>  |
| <b>Development Impact Notification Assessment</b> |            | <b>X</b>  |
| <b>Project of Regional Significance</b>           |            | <b>X</b>  |

**Downtown Centennial Plan**

The subject site is located within the Casino Center District of the Downtown Centennial Plan. The proposed use is allowed within this district.

**SUP-12038 - Staff Report Page Three**  
**April 27, 2006 - Planning Commission Meeting**

**Airport Overlay District**

The subject site is located within the McCarran Airport Overlay District. The proposed use will have no effect on this district.

**INTERAGENCY ISSUES**

Pursuant to Ordinance No. 5477, the proposed project is not deemed to be a "Project of Regional Significance" as it does not fall within 500 feet of a jurisdictional line.

**ANALYSIS**

**A) Zoning Code Compliance**

**A1) Parking and Traffic Standards**

Pursuant to Title 19.10, the following Parking Standards apply to the subject proposal:

| Uses   | GFA       | Ratio     | Parking |          | Provided Parking |          |
|--------|-----------|-----------|---------|----------|------------------|----------|
|        |           |           | Regular | Handicap | Regular          | Handicap |
| Retail | 1,510 SF. | 1/250 GFA | 7       | 1 of 7   | 0                | 0        |

The subject site is located within the Downtown Centennial Plan. Title 19.10 Parking Standards do not necessarily apply to projects located in the Downtown Centennial Plan area. The existing retail use currently provides no parking. The proposed additional use will have no impact on parking at this location.

**A2) Minimum Distance Separation Requirements**

There are no Minimum Separation Distance Requirements from a similar use in the Zoning Code that apply to the proposed use; however, there are three similar approved uses within the 500 feet.

Pursuant to Title 19.04, the following Standards apply to the subject proposal:

| Standards                                             | Code Requirement             | Provided |
|-------------------------------------------------------|------------------------------|----------|
| Beer/Wine/Cooler Off-Sale Establishment (Off-premise) | 400 feet from protected uses | 750 feet |

**SUP-12038 - Staff Report Page Four**  
**April 27, 2006 - Planning Commission Meeting**

***B) General Analysis and Discussion***

- Zoning

Staff finds that the sale of beer/wine/coolers for consumption off-premise in conjunction with a convenience store is an allowed use within the C-2 (General Commercial) Zoning District with the approval of a Special Use Permit.

- Use

The subject site is located adjacent to the Fremont Street Experience. Currently three similar uses are located within 500 feet of the subject parcel. In addition to the similar alcohol uses (off sale), six taverns are located within 500 feet. Staff finds that the addition of this use to the local area will constitute an over saturation of alcohol.

- Conditions

The proposed Beer/Wine/Cooler Establishment will be located in a tenant space in an approved, one-story building. The use is subject to the standards listed under in the conditions below.

No beer/wine/cooler off-sale establishment (hereinafter "establishment") shall be located within four hundred feet of any church, synagogue, school, child care facility licensed for more than twelve children, or City park.

All businesses which sell alcoholic beverages shall conform to the provisions of Chapter 6.50 of the Las Vegas Municipal Code.

The sale of individual containers of any size of beer, wine coolers or screw cap wine is prohibited. All such products shall remain in their original configurations as shipped by the manufacturer. Further, no repackaging of containers into groups smaller than the original shipping container size shall be permitted.

## **FINDINGS**

In order to approve a Special Use Permit application, per Title 19.18.060 the Planning Commission and City Council must affirm the following:

1. **"The proposed land use can be conducted in a manner that is harmonious and compatible with existing surrounding land uses, and with future surrounding land uses as projected by the General Plan."**



**SUP-12038 - Staff Report Page Five**  
**April 27, 2006 - Planning Commission Meeting**

The proposed Beer/Wine/Cooler Establishment cannot be conducted in a manner that is harmonious and compatible with the surrounding land uses. This use will increase the number of alcohol uses in the area and constitutes an over saturation of such uses in a limited area.

2. **"The subject site is physically suitable for the type and intensity of land use proposed."**

The subject site is physically suitable for the proposed addition of a Beer/Wine/Cooler Establishment. The use will not be too intense for this area of the City.

3. **"Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed use."**

The site is accessed from 4<sup>th</sup> Street, an 80 foot public right of way, which will provide adequate access to the subject site and the multiple parking structures in the area.

4. **"Approval of the Special Use Permit at the site in question will not be inconsistent with or compromise the public health, safety, and welfare or the overall objectives of the General Plan."**

The public health, safety, and welfare will be compromised, as the use will increase the number of alcohol uses in the area and thereby will cause an over saturation of such uses in a limited area.

**NEIGHBORHOOD ASSOCIATIONS NOTIFIED**

22

**ASSEMBLY DISTRICT**      3

**SENATE DISTRICT**      9

**NOTICES MAILED**      176

**APPROVALS**      0

**PROTESTS**      0

## PLANNING & DEVELOPMENT DEPARTMENT

## STATEMENT OF FINANCIAL INTEREST

Case Number: SUP12038 APN: 139-34-510-028

Name of Property Owner: Philip J. COHEN

Name of Applicant: MULGETA BOOR

**To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?**

                     **Yes**

✓ No

**If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.**

**City Official:** \_\_\_\_\_

**Partner(s):** \_\_\_\_\_

APN: \_\_\_\_\_

**Signature of Property Owner:**

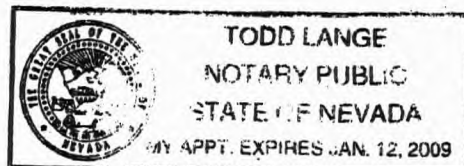
**Print Name:**

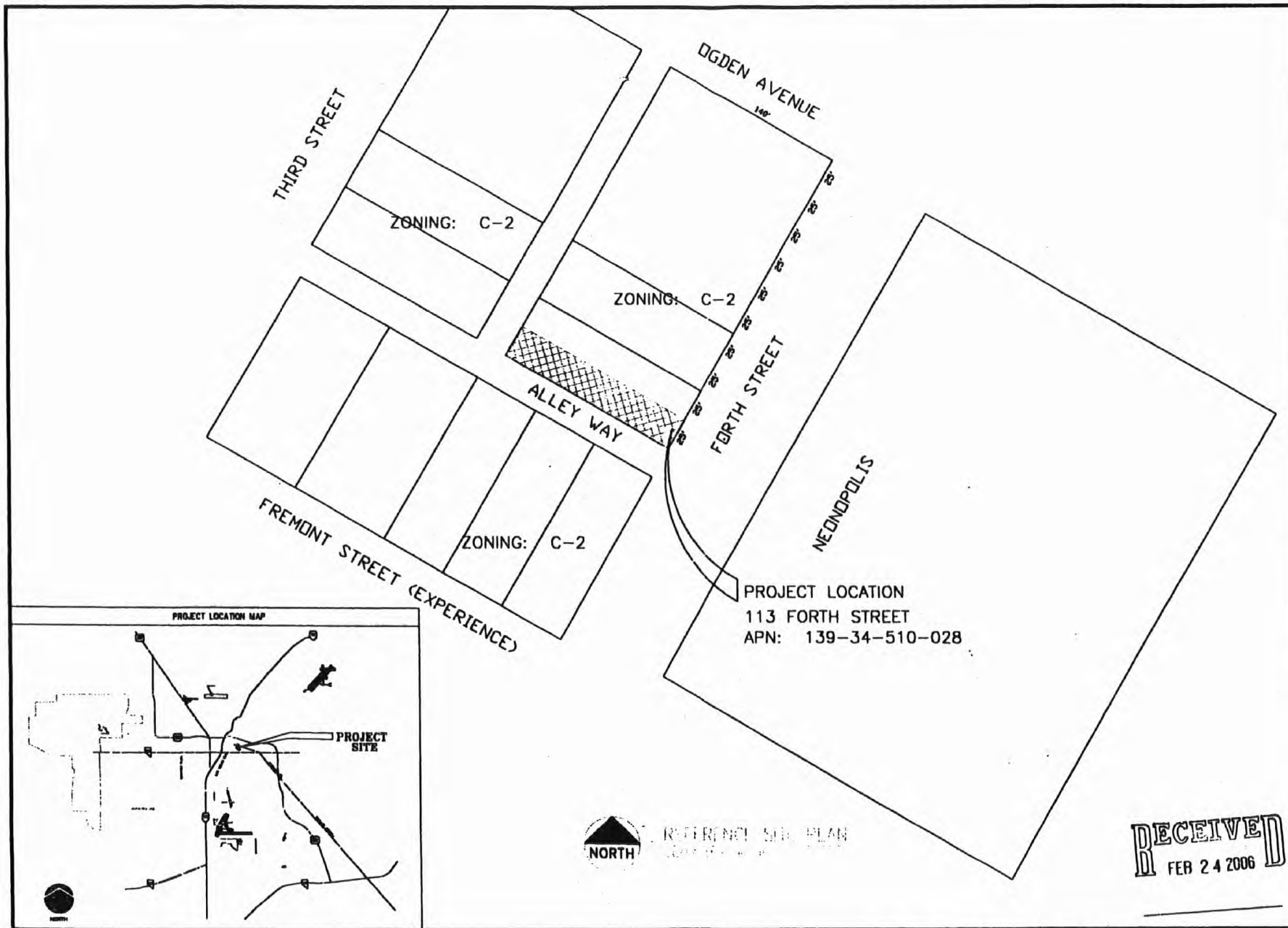
Philip J. COHEN

**Subscribed and sworn before me**

This 31<sup>st</sup> day of January, 2012

Notary Public in and for said County and State

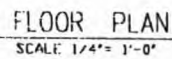




|                                                                                                                                                          |                                                                 |
|----------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------|
| THESE PLANS ARE PREPARED AND SUBMITTED BY THE CONTRACTOR AS AN EXCEPTION TO THE RULES FOR WORK UNDER CONTRACTOR LICENSE CATEGORY AUTHORIZED UNDER AND BY |                                                                 |
| CONTRACTOR                                                                                                                                               |                                                                 |
| REVISIONS                                                                                                                                                |                                                                 |
| PROJECT                                                                                                                                                  | 4TH STREET STORE<br>113 FORTH STREET<br>LAS VEGAS, NEVADA 89101 |
| DRAWING TITLE                                                                                                                                            | REFERENCE SITE PLAN                                             |
| DATE                                                                                                                                                     | 03-09-2006                                                      |
| JOB NO.                                                                                                                                                  | 03                                                              |
| SHEET                                                                                                                                                    | SP-1                                                            |
| ED. VERG.                                                                                                                                                | 03/09/2006                                                      |

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FEB 24 2006

**SUP-12038  
04-13-06 PC**



1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531, 2532, 2533, 2534, 2535, 2536, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2545, 2546, 2547, 2548, 2549, 2550, 2551, 2552, 2553, 2554, 2555, 2556, 2557, 2558, 2559, 2560, 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2568, 2569, 2570, 2571, 2572, 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580, 2581, 2582, 2583, 2584, 2585, 2586, 2587, 2588, 2589, 2590, 2591, 2592, 2593, 2594, 2595, 2596, 2597, 2598, 2599, 2600, 2601, 2602, 2603, 2604, 2605, 2606, 2607, 2608, 2609, 2610, 2611, 2612, 2613, 2614, 2615, 2616, 2617, 2618, 2619, 2620, 2621, 2622, 2623, 2624, 2625, 2626, 2627, 2628, 2629, 2630, 2631, 2632, 2633, 2634, 2635, 2636, 2637, 2638, 2639, 2640, 2641, 2642, 2643, 2644, 2645, 2646, 2647, 2648, 2649, 2650, 2651, 2652, 2653, 2654, 2655, 2656, 2657, 2658, 2659, 2660, 2661, 2662, 2663, 2664, 2665, 2666, 2667, 2668, 2669, 2670, 2671, 2672, 2673, 2674, 2675, 2676, 2677, 2678, 26

|         |            |                       |
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| DATE    | 05-01-2000 | DRAW BY:<br>ED. VERG. |
| JOB NO. | 007        |                       |
| SHEET   | A-1        |                       |

**SUP-12038**  
**04-13-06 PC**



SUP-12038 - APPLICANT: MULUGETA BOUR - OWNER: COHEN 1969 TRUST  
113 NORTH FOURTH STREET  
APRIL 27, 2006 PLANNING COMMISSION

03/31/06



February 24, 2006

Las Vegas Planning Department  
Las Vegas, NV

As owner of the 4<sup>th</sup> Street Market at 113 4<sup>th</sup> Street, I am respectfully requesting the granting of a liquor license for my business. It is essential.

Since opening, our 4<sup>th</sup> Street Market has been deemed as a satisfactory welcome (desirables) to what's been considered for as a somewhat unsavory neighborhood in our community.

Not only has our business been, so far, a somewhat success, but as owner, have worked and continue to work many long hours, daily, to establish a personal relationship with my customers, most of which are hard-working as I am "repeat customers" from right here in the neighborhood of my store.

Unfortunately however, many of my customers, as well as out-of-towners, often strolling down 4<sup>th</sup> street, are asking for liquor, which I have not yet, obviously, been authorized to sell to them.

My customers and me know "for certain" that the 4<sup>th</sup> Street Market is a prime applicant & location for sale of liquor. The Metropolitan Police & city inspectors can not deny that our market, its surrounding area in which the market is responsible for properly maintaining, as well, our average customer, have been an ideal example of and for what's been expected & desired by & for businesses that have been sought after for many neighborhoods throughout downtown Las Vegas.

Our business is & has been descent & respectable & needs not only to survive but to thrive or will be in danger of slowly dying. The aforementioned is "more" than a real concern for me and worry for my wife and new twin little sons.

It is vital to our community, as well as to ensure that a business remains a success for many years to come, be rewarded for its investment, commitment & doing all the right things in a neighborhood where others may not be quite so eager to invest & be a part of.

Sincerely,



Mulugeta Bour  
1616 La Vegas Blvd  
Las Vegas, NV 89104

SUP-12038

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2006 DEC 26 P 2: 59

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

\* \* \*

IN THE MATTER OF:

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

Petitioner,

vs.

MULUGETA BOUR d/b/a OAKEY  
DISCOUNT MARKET,

Respondent.

**FINDINGS OF FACT, CONCLUSIONS  
OF LAW AND ORDER REVOKING  
BEER/WINE/COOLER OFF-SALE LICENSE NO.  
L10-00246-4-001072, CONVENIENCE STORE  
LICENSE NO. C15-00321-4-107408, AND RETAIL  
TOBACCO LICENSE NO. C05-02325-D-107408**

On December 6, 2006, a meeting of the Las Vegas City Council was held to consider the matter of the Complaint for Disciplinary Action filed against Mulugeta Bour d/b/a Oakey Discount Market, 1616 Las Vegas Boulevard South, Las Vegas, Clark County, Nevada. Mulugeta Bour d/b/a Oakey Discount Market was represented by Rex Bell, Esq. The Department of Finance and Business Services, on behalf of the City of Las Vegas, was represented by William P. Henry, Senior Litigation Counsel for the City of Las Vegas. The City Council considered the evidence presented, testimony of witnesses, representations of counsel, and the provisions of LVMC § 6.88.100, and good cause appearing, hereby issues these findings of fact, conclusions of law, and order revoking Beer/Wine/Cooler Off-Sale License No. L10-00246-4-001072, Convenience Store License No. C15-00321-4-107408, and Retail Tobacco License No. C05-02325-D-107408.

. . . .

. . . .

## **FINDINGS OF FACT**

1. The Respondent, Mulugeta Bour d/b/a Oakey Discount Market, held Beer/Wine/Cooler Off-Sale License No. L10-00246-4-001072, Convenience Store License No. C15-00321-4-107408, and Retail Tobacco License No. C05-02325-D-107408.

2. On November 15, 2006, a Complaint for Disciplinary Action was submitted to the Las Vegas City Council by Mark Vincent, the Director of Finance and Business Services for the City of Las Vegas. The City Council approved the Complaint for Disciplinary Action and set the matter for hearing.

3. On November 15, 2006, an Order Approving Complaint and Notice of Hearing was signed by Oscar B. Goodman, Mayor of the City of Las Vegas, setting the hearing on the Complaint for December 6, 2006.

4. On November 16, 2006, the Complaint for Disciplinary Action and Order Approving Complaint and Notice of Hearing was served on the Respondent.

5. The Respondent, Mulugeta Bour d/b/a Oakey Discount Market, never answered the Complaint for Disciplinary Action as required by LVMC § 6.88.100.

6. On December 6, 2006, a hearing on the matter was conducted before the Las Vegas City Council.

7. The City Council was informed of the provisions of LVMC § 6.88.100 and that the Respondent had not answered the Complaint for Disciplinary Action. The City Council accepted the representations of counsel for the Department of Finance and Business Services as well as counsel for the Respondent Mulugeta Bour d/b/a Oakey Discount Market that no answer had been filed. The City Council deemed as proven, therefore, all of the allegations in the Complaint for Disciplinary Action, a copy of which is attached hereto as Exhibit 1, and made a part hereof, as if fully set forth herein.

8. The Respondent, Mulugeta Bour d/b/a Oakey Discount Market, and his counsel, made representations to the City Council in mitigation of discipline. Counsel for the Department of Finance and Business Services, as well as Las Vegas Metropolitan Police Sergeant Damian Walburn, also made representations relevant to the imposition of discipline.

1           9.     The City Council considered certain proven allegations in the Complaint for  
2     Disciplinary Action.

3           Mulugeta Bour d/b/a Oakey Discount Market had several health card, alcohol  
4     awareness card, and employee list violations in 2003.

5           On April 13, 2006, **Mulugeta Bour sold narcotics paraphernalia** to a Metropolitan  
6     Police undercover officer. This paraphernalia was **intended to facilitate the smoking of**  
7     **crack cocaine**. Mr. Bour was arrested for a felony. During the course of the felony arrest, it  
8     was determined that there were in excess of 250 other items of narcotics paraphernalia stored  
9     in the cash register, or under the cash register, at Oakey Discount Market.

10          Two weeks later, on April 27, 2006, Mulugeta Bour appeared before the Las Vegas  
11     Planning Commission. He was applying for a special use permit to utilize another location,  
12     Fourth Street Market, located at 114 North Fourth Street, Las Vegas, Clark County, Nevada,  
13     for the sale of beer and wine. He was asked by Commissioner Steinman whether or not he  
14     had ever had any problems with Metro at his other place of business, Oakey Discount Market.  
15     Mr. Bour told Commissioner Steinman he had never had problems with Metro at his other  
16     place of business, Oakey Discount Market. **Mulugeta Bour engaged in deceptive practices**  
17     **on the public**, by lying to a Planning Commissioner, during the course of a regularly-  
18     scheduled meeting of the Las Vegas Planning Commission.

19          10.    The licensee has committed acts constituting state crimes, Possession and Sale  
20     of Narcotics Paraphernalia in violation of NRS 453.560. Substantial evidence exists to show  
21     that he is dishonest. He engaged in a deceptive practice upon the public when he lied to a  
22     Planning Commissioner during the course of a Planning Commission meeting. He conducted  
23     the actual business activity of Oakey Discount Market in such a manner that it was a nuisance.

24          11.    The City Council considered the complaint on file, the lack of an answer, the  
25     representations of counsel and witnesses, as well as the relevant law, and by majority vote  
26     voted to immediately revoke Convenience Store License No. C15-00321-4-107408 and Retail  
27     Tobacco License No. C05-02325-D-107408. In addition, the City Council voted to revoke  
28     . . . .



Beer/Wine/Cooler Off-Sale License No. L10-00246-4-001072 effective 3 p.m. December 6, 2006.

12. If any of these findings of fact should more properly be deemed conclusions of law, they shall be so deemed.

#### CONCLUSIONS OF LAW

13. Las Vegas Municipal Code (LVMC) § 6.50.010 provides:

The City Council declares that this Liquor Control Chapter is an exercise of the regulatory powers delegated to the City Council pursuant to the City Charter and NRS 268.090, inter alia. The regulations contained in this Chapter involve, to the highest degree, the economic, social, physical and moral well-being of the residents and taxpayers of the City. The sale or other disposition of alcoholic beverages is not a matter of right but of privilege, which would otherwise be unlawful if it were not exercised pursuant to a license. This privilege may be denied, revoked, conditioned, suspended or subjected to any other disciplinary action by the City in the exercise of its police powers for the protection of the safety, welfare, health, peace and morals of the residents and taxpayers thereof. Businesses engaged in the sale or other disposition of alcoholic beverages must therefore comply with LVMC Chapter 6.06. Nothing in this Chapter shall be construed to confer any legitimate claim of entitlement to any benefit which might otherwise devolve upon any licensee or any person approved for suitability.

14. LVMC § 6.06.250(A) and (B)(6), (7), and (10) provide:

A licensee may be subject to disciplinary action as set forth in Sections 6.02.330 through 6.02.360.

A principal approved for suitability may be subject to disciplinary action by the City Council for good cause, which may include, but is not limited to:

.....

The principal has committed acts which would constitute a crime involving moral turpitude or involving any Federal, State or local law or regulation relating to the same or a similar business;

When substantial information exists which tends to show that the principal is dishonest or corrupt;

.....

The principal has engaged in deceptive practices upon the public .....



1 15. LVMC § 6.02.330(H) provides:

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

5 . . . .

6 The actual business activity constitutes a public or private  
7 nuisance, or has been or is being conducted in an unlawful,  
8 illegal or impermissible manner.

9 16. LVMC § 6.50.440 provides:

10 It is unlawful for any of the following to be employed in  
11 the retail sales of alcoholic beverages for on or off premises  
12 consumption without having in his or her possession a valid work  
13 card for alcoholic beverages pursuant to LVMC Chapter 6.86:

14 (A) A manager;

15 (B) Any employee who pours or serves alcoholic  
16 beverages for on premises consumption; or

17 (C) Any employee who accepts payment for the sale or  
18 delivery of alcoholic beverages for off premises consumption.

19 17. LVMC § 6.50.570 provides:

20 The completion card or a copy thereof issued by the  
21 instructor of an alcohol awareness training course or refresher  
22 course to a person successfully completing the course must be  
23 available during the work shift on the premises where the person,  
24 as an employee, is serving, selling or distributing alcoholic  
25 beverages for inspection by Metro, City or other governmental  
26 personnel.

27 18. LVMC § 6.02.350 provides:

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

19. Nevada Revised Statute (NRS) 453.560 provides:

Unless a greater penalty is provided in NRS 212.160, a  
person who delivers or sells, possesses with the intent to deliver  
or sell, or manufactures with the intent to deliver or sell any drug  
paraphernalia, knowing, or under circumstances where one  
reasonably should know, that it will be used to plant, propagate,  
cultivate, grow, harvest, manufacture, compound, convert,  
produce, prepare, test, analyze, pack, repack, store, contain,

1 conceal, inject, ingest, inhale or otherwise introduce into the  
2 human body a controlled substance in violation of this chapter is  
3 guilty of a category E felony and shall be punished as provided in  
4 NRS 193.130.

20. NRS 453.554(11)(a) and (b) provides:

5 As used in NRS 453.554 to 453.566, inclusive, unless the  
6 context otherwise requires, "drug paraphernalia" means all  
7 equipment, products and materials of any kind which are used,  
8 intended for use, or designed for use in planting, propagating,  
9 cultivating, growing, harvesting, manufacturing, compounding,  
10 converting, producing, preparing, testing, analyzing, packaging,  
11 repackaging, storing, containing, concealing, injecting, ingesting,  
12 inhaling or otherwise introducing into the human body a  
13 controlled substance in violation of this chapter. The term  
14 includes, but is not limited to:

15 . . . .

16 Objects used, intended for use, or designed for use in  
17 ingesting, inhaling or otherwise introducing marijuana, cocaine,  
18 hashish or hashish oil into the human body, such as:

19 Metal, wooden, acrylic, glass, stone, plastic or ceramic  
20 pipes with or without screens, permanent screens, hashish heads  
21 or punctured metal bowls;

22 Water pipes . . . .

21. LVMC § 6.88.090 provides:

23 (A) The hearing need not be conducted according to  
24 technical rules relating to evidence and witnesses. Any relevant  
25 evidence may be admitted.

26 (B) The respondent shall have the right to call and  
27 examine witnesses on his own behalf, cross-examine opposing  
28 witnesses, introduce exhibits and evidence relevant to the issues  
of the case, and offer rebuttal evidence.

(C) The respondent may be called and examined by the  
City.

(D) The Clerk shall have the power to issue subpoenas for  
witnesses to appear to give testimony.

22. LVMC § 6.88.100 provides:

Failure to timely file his answer or failure of a respondent  
or his counsel to appear at the hearing shall constitute an  
admission of all matters and facts contained in the complaint filed

1 with respect to such respondent. In such cases the City Council  
2 may take action based upon such admission or upon any other  
3 evidence, including affidavits, and without any further notices  
4 whatever to respondent. In such cases the City Council shall  
5 indicate by appropriate findings of fact and conclusions of law in  
6 the record the evidence upon which its action was based.

7  
8  
9  
10  
11  
12  
13  
14 23. LVMC § 6.02.360 provides:

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

14 24. LVMC § 6.88.120 provides:

15 (A) After the hearing of a contested matter, the City  
16 Council shall render a decision on the merits, which shall include  
17 findings of fact and conclusions of law and the penalty to be  
18 imposed, if any. The penalty may include, without limitation, the  
19 following, or any combination thereof:

18 (1) The suspension or revocation of the respondent's  
19 license, approval for suitability or work card, as the case may be;

19 (2) The imposition of conditions upon the license,  
20 approval for suitability or work card in question; or

21 (3) The imposition of a civil fine in an amount not to  
22 exceed one thousand dollars for each day that the violation which  
23 forms the subject matter of the complaint is demonstrated to have  
24 been in existence.

23 (B) The City Council shall make and enter an order in its  
24 minutes in conformity to such decision. The decision of the City  
25 Council shall be served on the parties personally or shall be sent  
26 to them by registered or certified mail. The decision shall become  
27 and remain effective upon such service unless the City Council  
28 shall otherwise order.

27 25. The hearing was not conducted according to technical rules relating to evidence  
28 and witnesses, but all relevant evidence was admitted. Further, the Respondent was allowed

1 the opportunity to call and examine witnesses on its own behalf, introduce exhibits and  
2 evidence relevant to the issues of the case, and offer rebuttal evidence.

3 26. *Kochendorfer v. Board of County Commissioners of Douglas County*, 93 Nev.  
4 419, 566 P.2d 1131 (1977), provides relevantly that a business owner subject to a disciplinary  
5 hearing by his licensing authority is entitled to due process. Due process is defined as notice  
6 and hearing appropriate to the case. The Respondent, Mulugeta Bour d/b/a Oakey Discount  
7 Market, was provided notice and hearing appropriate to the case.

8 27. If any of these conclusions of law should more properly be deemed findings of  
9 fact, they shall be so deemed.

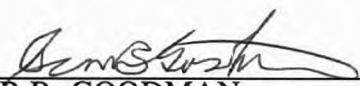
10 **ORDER**

11 IT IS HEREBY ORDERED that Beer/Wine/Cooler Off-Sale License No. L10-00246-4-  
12 001072, Convenience Store License No. C15-00321-4-107408, and Retail Tobacco License No.  
13 C05-02325-D-107408 held by Respondent Mulugeta Bour d/b/a Oakey Discount Market are  
14 revoked, as set forth in Paragraph 11 of this order.

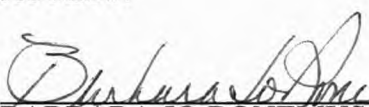
15 DATED this 21<sup>st</sup> day of December, 2006.

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

18 By:

19   
OSCAR B. GOODMAN  
Mayor

20 ATTEST:

21   
22 BARBARA JO RONEMUS, City Clerk

23 APPROVED AS TO LEGAL FORM:

24   
25 WILLIAM P. HENRY  
26 Senior Litigation Counsel

27 18 DEC 06  
28 Date

# EXHIBIT 1



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

6 \* \* \*

7 IN THE MATTER OF:

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

10 Petitioner,

11 vs.

12 MULUGETA BOUR d/b/a OAKLEY  
13 DISCOUNT MARKET,

14 Respondent.

**COMPLAINT FOR  
DISCIPLINARY ACTION**

15  
16 The DEPARTMENT OF FINANCE AND BUSINESS SERVICES, on behalf of the  
17 CITY OF LAS VEGAS, NEVADA (Department), Petitioner, brings this Complaint for  
18 Disciplinary Action against MULUGETA BOUR d/b/a OAKLEY DISCOUNT MARKET,  
19 1616 Las Vegas Boulevard South, Las Vegas, Clark County, Nevada, Respondent, and states:

20 Respondent MULUGETA BOUR d/b/a OAKLEY DISCOUNT MARKET, holds  
21 Beer/Wine/Cooler Off-Sale License No. L10-00246-4-001072, Convenience Store License No.  
22 C15-00321-4-107408, and Retail Tobacco License No. C05-02325-D-107408.

23 **SUMMARY OF ALLEGATIONS**

24 Mulugeta Bour is the sole proprietor of Oakley Discount Market. Starting in March  
25 2003, he was granted a number of temporary Beer/Wine/Cooler Off-Sale licenses by the  
26 Las Vegas City Council. Finally, in June 2004, he was granted a permanent license. Between  
27 May 2003 and April 2006 Mr. Bour was cited and arrested by the Las Vegas Metropolitan  
28 Police Department for Failure to Possess a Health Card, Failure to Possess an Alcohol

1 Awareness Card, Failure to Maintain an Employee List, and Sale of Narcotics

2 Paraphernalia, a felony.

3 On April 27, 2006, Mr. Bour appeared before the Las Vegas Planning Commission  
4 seeking a special use permit to sell beer and wine at Fourth Street Market, 113 North Fourth  
5 Street, Las Vegas, Clark County, Nevada. Mr. Bour told Commissioner Steinman he had  
6 never had problems with Metro at his other place of business, Oakey Discount Market. He  
7 lied. In truth and fact, Mr. Bour had been arrested by the Las Vegas Metropolitan Police  
8 Department April 13, 2006, at Oakey Discount Market for a felony, Sale of Narcotics  
9 Paraphernalia to an undercover officer.

10 Mulugeta Bour violated the law in the operation of his business. Substantial  
11 information exists to believe that he is dishonest and corrupt. He engaged in a deceptive  
12 practice upon the public when he lied to a public body, the Las Vegas Planning Commission.

13 **PROCEDURAL HISTORY**

14 The Las Vegas City Council issued a temporary license for beer/wine/cooler off-sale to  
15 Mulugeta Bour on March 5, 2003. The license provided for a six-month review of Oakey  
16 Discount Market. On September 3, 2003, a six-month review was conducted before the City  
17 Council. The Council was informed that warning notices had been written to Mr. Bour for  
18 selling single containers of beer. Mr. Bour admitted that he had engaged in this conduct on  
19 one occasion. He also admitted not posting an employee list, but told the City Council that he  
20 had one. He also admitted to not having a valid health card in his possession when Metro  
21 Special Investigations detectives asked to inspect it, but stated that he had left it in his wallet in  
22 his car. He apologized. The City Council granted an extension to the temporary license.

23 The matter appeared on the March 3, 2004-agenda but was abeyed to March 17, 2004,  
24 when a second extension to the temporary license was granted.

25 On June 16, 2004, the City Council granted a permanent license to sell beer and wine,  
26 including single containers.

27 . . . .

28 . . . .

## VIOLATIONS OF LAW

On May 29, 2003, officers of the Las Vegas Metropolitan Police Department determined that Mulugeta Bour did not possess a health card, an alcohol awareness card, or an employee list.

On June 12, 2003, officers of the Las Vegas Metropolitan Police Department determined that Nuriden Shifa, an employee at Oakey Discount Market, did not possess a work card. They also determined that Mr. Bour did not have a completed work card list with employees' work card numbers. Finally, it was noted that he had not posted his business license.

On August 21, 2003, officers of the Las Vegas Metropolitan Police Department determined that Mr. Bour did not have an employee list.

On April 13, 2006, an officer of the Las Vegas Metropolitan Police Department acting in an undercover capacity purchased narcotics' paraphernalia from Mulugeta Bour at Oakey Discount Market. The officer purchased a "set up," specifically a three-inch galls tube containing a plastic rose and a chor boy brillo pad placed in a brown paper bag. Thereafter, Mr. Bour was arrested for felony **Sale of Narcotics Paraphernalia**. During the course of the arrest he showed officers that he stored the chor boys in the bathroom, and the glass pipes under the cash register. Two hundred and eighty-eight (228) glass pipes were found in a box under the cash register, with an additional thirty (30) pipes in the cash register. Officers noted a sign in the store which read "If you don't see what you want, ask for it."

The officer involved formed an opinion, based on his training and experience, and from a consideration of all the circumstances, that the "set ups" being sold by Mulugeta Bour were narcotics paraphernalia intended to facilitate smoking crack cocaine. One of the circumstances considered by the officer was that Sergeant Wally of the Downtown Area Command had warned Mulugeta Bour four months earlier that the sale of narcotics paraphernalia was a crime.

On April 27, 2006, Mulugeta Bour appeared before the Las Vegas Planning Commission on Agenda Item No. 25, an application for special use permit to utilize Fourth

1 **Street Market**, located at 113 North Fourth Street, Las Vegas, Clark County, Nevada, for  
2 **the sale of beer and wine**. During the course of the hearing Mr. Bour entered into  
3 conversation with Commissioner Steinman. **He told Commissioner Steinman** that he had  
4 never had problems with Metro at his other place of business, Oakey Discount Market, located  
5 at 1616 Las Vegas Boulevard South, Las Vegas, Clark County, Nevada. **This was a lie**. Mr.  
6 Bour had been arrested two weeks earlier on April 13, 2006, by officers of the Las Vegas  
7 Metropolitan Police Department. They arrested him for felony Sale of Narcotics  
8 Paraphernalia, "set ups" intended to facilitate smoking crack cocaine.

### 9 THE LAW

10 LAS VEGAS MUNICIPAL CODE (LVMC) § 6.06.250(A) and (B)(6), (7), and (10)  
11 provide:

12 A licensee may be subject to disciplinary action as set  
13 forth in Sections 6.02.330 through 6.02.360.

14 A principal approved for suitability may be subject to  
15 **disciplinary action** by the City Council for good cause, which  
16 may include, but is not limited to:

17 . . . .

18 **The principal has committed acts which would**  
19 **constitute a crime** involving moral turpitude or involving any  
20 Federal, State or local law or regulation relating to the same or a  
21 similar business;

22 When substantial information exists which tends to show  
23 that **the principal is dishonest** or corrupt;

24 . . . .

25 The principal has engaged in **deceptive practices** upon the  
26 public . . . . [Emphasis added.]

27 LVMC § 6.02.330(H) provides:

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

. . . .

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



1 LVMC § 6.50.440 provides:

2 It is unlawful for any of the following to be employed in  
3 the retail sales of alcoholic beverages for on or off premises  
4 consumption without having in his or her possession a valid **work**  
5 **card** for alcoholic beverages pursuant to LVMC Chapter 6.86:

6 (A) A manager;

7 (B) Any employee who pours or serves alcoholic  
8 beverages for on premises consumption; or

9 (C) Any employee who accepts payment for the sale or  
10 delivery of alcoholic beverages for off premises consumption.  
11 [Emphasis added.]

12 LVMC § 6.50.570 provides:

13 The **completion card** or a copy thereof issued by the  
14 instructor of an **alcohol awareness training** course or refresher  
15 course to a person successfully completing the course must be  
16 available during the work shift on the premises where the person,  
17 as an employee, is serving, selling or distributing alcoholic  
18 beverages for inspection by Metro, City or other governmental  
19 personnel. [Emphasis added.]

20 LVMC § 6.02.350 provides:

21 A licensee under this Chapter shall be subject to  
22 **disciplinary action not only for acts or omissions done by such**  
23 **licensee but also for acts and omissions done by the principals,**  
24 **managers, agents, representatives, servants or employees of such**  
25 **licensee.** [Emphasis added.]

26 Nevada Revised Statute (NRS) 453.560 provides:

27 Unless a greater penalty is provided in NRS 212.160, a  
28 person who delivers or sells, possesses with the intent to deliver  
or sell, or manufactures with the intent to deliver or sell any  
**drug paraphernalia**, knowing, or under circumstances where  
one reasonably should know, that it will be used to plant,  
propagate, cultivate, grow, harvest, manufacture, compound,  
convert, produce, prepare, test, analyze, pack, repack, store,  
contain, conceal, inject, ingest, inhale or otherwise introduce into  
the human body a controlled substance in violation of this chapter  
is guilty of a **category E felony** and shall be punished as  
provided in NRS 193.130. [Emphasis added.]

29 NRS 453.554(11)(a) and (b) provides:

30 As used in NRS 453.554 to 453.566, inclusive, unless the  
31 context otherwise requires, "**drug paraphernalia**" means all  
32 equipment, products and materials of any kind which are used,  
33 intended for use, or designed for use in planting, propagating,  
34 cultivating, growing, harvesting, manufacturing, compounding,



1 converting, producing, preparing, testing, analyzing, packaging,  
2 repackaging, storing, containing, concealing, injecting, ingesting,  
3 inhaling or otherwise introducing into the human body a  
4 controlled substance in violation of this chapter. The term  
5 includes, but is not limited to:

6 . . . .

7 **Objects used, intended for use, or designed for use in**  
8 **ingesting, inhaling or otherwise introducing marijuana, cocaine,**  
9 **hashish or hashish oil into the human body, such as:**

10 Metal, wooden, acrylic, glass, stone, plastic or ceramic  
11 pipes with or without screens, permanent screens, hashish heads  
12 or punctured metal bowls;

13 Water pipes . . . . [Emphasis added.]

#### 14 **EVIDENCE**

15 LVMC § 6.88.090 provides:

16 (A) The hearing need not be conducted according to  
17 technical rules relating to evidence and witnesses. Any relevant  
18 evidence may be admitted.

19 (B) The respondent shall have the right to call and  
20 examine witnesses on his own behalf, cross-examine opposing  
21 witnesses, introduce exhibits and evidence relevant to the issues  
22 of the case, and offer rebuttal evidence.

23 (C) The respondent may be called and examined by the  
24 City.

25 (D) The Clerk shall have the power to issue subpoenas for  
26 witnesses to appear to give testimony. [Emphasis added.]

#### 27 **PENALTY**

28 LVMC § 6.02.360 provides:

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

1 in addition to, and not exclusive of, any other civil or criminal  
2 remedy which otherwise might be available. [Emphasis added.]

3 **ALLEGATION**

4 It is alleged that between May 29, 2003, and April 13, 2006, Mulugeta Bour d/b/a  
5 Oakey Discount Market operated the business so that the actual business activity constituted a  
6 public or private nuisance, and was conducted in an unlawful, illegal or impermissible manner.  
7 It is further alleged that Mulugeta Bour committed acts which constitute crimes under state and  
8 local law. Mulugeta Bour has demonstrated that he is dishonest and corrupt by lying to the  
9 Las Vegas Planning Commission. Further, he engaged in a deceptive practice upon the public  
10 when he lied to members that public body.

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

12 A. Approve the Complaint for Disciplinary Action and order a disciplinary hearing  
13 at which the Respondent shall appear and show cause why the licenses that are the subject of  
14 this Complaint should not be suspended or revoked, or other disciplinary action taken; or

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

16 DATED this 8<sup>th</sup> day of November, 2006.

17 RESPECTFULLY SUBMITTED:

18  
19 By:



MARK R. VINCENT, Director  
Finance and Business Services

20  
21 BRADFORD R. JERBIC  
22 City Attorney

23 By:



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

ORIGINAL

RECEIVED  
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2006 DEC 27 P 3: 17

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

\* \* \*

IN THE MATTER OF:

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

Petitioner,

vs.

MULUGETA BOUR d/b/a OAKEY  
DISCOUNT MARKET,

Respondent.

**NOTICE OF ENTRY OF FINDINGS  
OF FACT, CONCLUSIONS OF LAW  
AND ORDER REVOKING BEER/  
WINE/COOLER OFF-SALE  
LICENSE NO. L10-00246-4-001072,  
CONVENIENCE STORE LICENSE  
NO. C15-00321-4-107408,  
AND RETAIL TOBACCO  
LICENSE NO. C05-02325-D-107408**

TO: MULUGETA BOUR d/b/a OAKEY DISCOUNT MARKET, Respondent; and

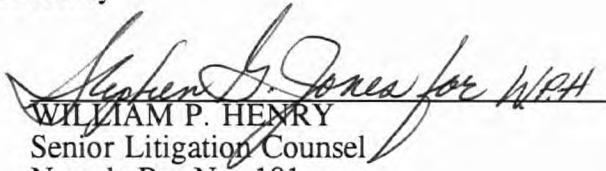
TO: REX BELL, ESQ., their attorney:

PLEASE TAKE NOTICE that the Findings of Fact, Conclusions of Law and Order Revoking Beer/Wine/Cooler Off-Sale License No. L10-00246-4-001072, Convenience Store License No. C15-00321-4-107408, and Retail Tobacco License No. C05-02325-D-107408 was filed in the above-entitled matter on December 26, 2006. A copy of said document is attached hereto.

DATED this 26th day of December, 2006.

BRADFORD R. JERBIC  
City Attorney

By:

  
WILLIAM P. HENRY

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

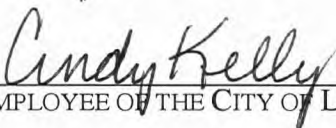
**CERTIFICATE OF SERVICE**

I hereby certify that on December 27, 2006, I served by certified mail, return receipt requested, a true and correct copy of the foregoing NOTICE OF ENTRY OF FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER REVOKING BEER/WINE/COOLER OFF-SALE LICENSE NO. L10-00246-4-001072, CONVENIENCE STORE LICENSE NO. C15-00321-4-107408, AND RETAIL TOBACCO LICENSE NO. C05-02325-D-107408 by depositing the same in the United States Mail at Las Vegas, Nevada, postage fully prepaid and addressed to:

Mulugeta Bour  
d/b/a OAKEY DISCOUNT MARKET  
1401 Via Savona Drive  
Henderson, NV 89052-3090

Mulugeta Bour  
d/b/a OAKEY DISCOUNT MARKET  
1616 Las Vegas Boulevard South  
Las Vegas, NV 89104

Rex Bell, Esq.  
625 South Eighth Street  
Las Vegas, NV 89101

  
AN EMPLOYEE OF THE CITY OF LAS VEGAS

RECEIVED  
CITY CLERK

2006 DEC 26 P 2:59

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

\* \* \*

IN THE MATTER OF:

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

Petitioner,

vs.

MULUGETA BOUR d/b/a OAKY  
DISCOUNT MARKET,

Respondent.

**FINDINGS OF FACT, CONCLUSIONS  
OF LAW AND ORDER REVOKING  
BEER/WINE/COOLER OFF-SALE LICENSE NO.  
L10-00246-4-001072, CONVENIENCE STORE  
LICENSE NO. C15-00321-4-107408, AND RETAIL  
TOBACCO LICENSE NO. C05-02325-D-107408**

On December 6, 2006, a meeting of the Las Vegas City Council was held to consider the matter of the Complaint for Disciplinary Action filed against Mulugeta Bour d/b/a Oaky Discount Market, 1616 Las Vegas Boulevard South, Las Vegas, Clark County, Nevada. Mulugeta Bour d/b/a Oaky Discount Market was represented by Rex Bell, Esq. The Department of Finance and Business Services, on behalf of the City of Las Vegas, was represented by William P. Henry, Senior Litigation Counsel for the City of Las Vegas. The City Council considered the evidence presented, testimony of witnesses, representations of counsel, and the provisions of LVMC § 6.88.100, and good cause appearing, hereby issues these findings of fact, conclusions of law, and order revoking Beer/Wine/Cooler Off-Sale License No. L10-00246-4-001072, Convenience Store License No. C15-00321-4-107408, and Retail Tobacco License No. C05-02325-D-107408.

....

....



## FINDINGS OF FACT

1. The Respondent, Mulugeta Bour d/b/a Oakey Discount Market, held Beer/Wine/Cooler Off-Sale License No. L10-00246-4-001072, Convenience Store License No. C15-00321-4-107408, and Retail Tobacco License No. C05-02325-D-107408.

2. On November 15, 2006, a Complaint for Disciplinary Action was submitted to the Las Vegas City Council by Mark Vincent, the Director of Finance and Business Services for the City of Las Vegas. The City Council approved the Complaint for Disciplinary Action and set the matter for hearing.

3. On November 15, 2006, an Order Approving Complaint and Notice of Hearing was signed by Oscar B. Goodman, Mayor of the City of Las Vegas, setting the hearing on the Complaint for December 6, 2006.

4. On November 16, 2006, the Complaint for Disciplinary Action and Order Approving Complaint and Notice of Hearing was served on the Respondent.

5. The Respondent, Mulugeta Bour d/b/a Oakey Discount Market, never answered the Complaint for Disciplinary Action as required by LVMC § 6.88.100.

6. On December 6, 2006, a hearing on the matter was conducted before the Las Vegas City Council.

7. The City Council was informed of the provisions of LVMC § 6.88.100 and that the Respondent had not answered the Complaint for Disciplinary Action. The City Council accepted the representations of counsel for the Department of Finance and Business Services as well as counsel for the Respondent Mulugeta Bour d/b/a Oakey Discount Market that no answer had been filed. The City Council deemed as proven, therefore, all of the allegations in the Complaint for Disciplinary Action, a copy of which is attached hereto as Exhibit 1, and made a part hereof, as if fully set forth herein.

8. The Respondent, Mulugeta Bour d/b/a Oakey Discount Market, and his counsel, made representations to the City Council in mitigation of discipline. Counsel for the Department of Finance and Business Services, as well as Las Vegas Metropolitan Police Sergeant Damian Walburn, also made representations relevant to the imposition of discipline.

1           9.     The City Council considered certain proven allegations in the Complaint for  
2     Disciplinary Action.

3           Mulugeta Bour d/b/a Oakey Discount Market had several health card, alcohol  
4     awareness card, and employee list violations in 2003.

5           On April 13, 2006, **Mulugeta Bour sold narcotics paraphernalia** to a Metropolitan  
6     Police undercover officer. This paraphernalia was **intended to facilitate the smoking of**  
7     **crack cocaine**. Mr. Bour was arrested for a felony. During the course of the felony arrest, it  
8     was determined that there were in excess of 250 other items of narcotics paraphernalia stored  
9     in the cash register, or under the cash register, at Oakey Discount Market.

10          Two weeks later, on April 27, 2006, Mulugeta Bour appeared before the Las Vegas  
11     Planning Commission. He was applying for a special use permit to utilize another location,  
12     Fourth Street Market, located at 114 North Fourth Street, Las Vegas, Clark County, Nevada,  
13     for the sale of beer and wine. He was asked by Commissioner Steinman whether or not he  
14     had ever had any problems with Metro at his other place of business, Oakey Discount Market.  
15     Mr. Bour told Commissioner Steinman he had never had problems with Metro at his other  
16     place of business, Oakey Discount Market. **Mulugeta Bour engaged in deceptive practices**  
17     **on the public**, by lying to a Planning Commissioner, during the course of a regularly-  
18     scheduled meeting of the Las Vegas Planning Commission.

19          10.     The licensee has committed acts constituting state crimes, Possession and Sale  
20     of Narcotics Paraphernalia in violation of NRS 453.560. Substantial evidence exists to show  
21     that he is dishonest. He engaged in a deceptive practice upon the public when he lied to a  
22     Planning Commissioner during the course of a Planning Commission meeting. He conducted  
23     the actual business activity of Oakey Discount Market in such a manner that it was a nuisance.

24          11.     The City Council considered the complaint on file, the lack of an answer, the  
25     representations of counsel and witnesses, as well as the relevant law, and by majority vote  
26     voted to immediately revoke Convenience Store License No. C15-00321-4-107408 and Retail  
27     Tobacco License No. C05-02325-D-107408. In addition, the City Council voted to revoke

28     . . . .

Beer/Wine/Cooler Off-Sale License No. L10-00246-4-001072 effective 3 p.m. December 6, 2006.

12. If any of these findings of fact should more properly be deemed conclusions of law, they shall be so deemed.

### CONCLUSIONS OF LAW

13. Las Vegas Municipal Code (LVMC) § 6.50.010 provides:

The City Council declares that this Liquor Control Chapter is an exercise of the regulatory powers delegated to the City Council pursuant to the City Charter and NRS 268.090, inter alia. The regulations contained in this Chapter involve, to the highest degree, the economic, social, physical and moral well-being of the residents and taxpayers of the City. The sale or other disposition of alcoholic beverages is not a matter of right but of privilege, which would otherwise be unlawful if it were not exercised pursuant to a license. This privilege may be denied, revoked, conditioned, suspended or subjected to any other disciplinary action by the City in the exercise of its police powers for the protection of the safety, welfare, health, peace and morals of the residents and taxpayers thereof. Businesses engaged in the sale or other disposition of alcoholic beverages must therefore comply with LVMC Chapter 6.06. Nothing in this Chapter shall be construed to confer any legitimate claim of entitlement to any benefit which might otherwise devolve upon any licensee or any person approved for suitability.

14. LVMC § 6.06.250(A) and (B)(6), (7), and (10) provide:

A licensee may be subject to disciplinary action as set forth in Sections 6.02.330 through 6.02.360.

A principal approved for suitability may be subject to disciplinary action by the City Council for good cause, which may include, but is not limited to:

. . . .

The principal has committed acts which would constitute a crime involving moral turpitude or involving any Federal, State or local law or regulation relating to the same or a similar business;

When substantial information exists which tends to show that the principal is dishonest or corrupt;

. . . .

The principal has engaged in deceptive practices upon the public . . . .

15. LVMC § 6.02.330(H) provides:

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

. . . .

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

16. LVMC § 6.50.440 provides:

It is unlawful for any of the following to be employed in the retail sales of alcoholic beverages for on or off premises consumption without having in his or her possession a valid work card for alcoholic beverages pursuant to LVMC Chapter 6.86:

(A) A manager;

(B) Any employee who pours or serves alcoholic beverages for on premises consumption; or

(C) Any employee who accepts payment for the sale or delivery of alcoholic beverages for off premises consumption.

17. LVMC § 6.50.570 provides:

The completion card or a copy thereof issued by the instructor of an alcohol awareness training course or refresher course to a person successfully completing the course must be available during the work shift on the premises where the person, as an employee, is serving, selling or distributing alcoholic beverages for inspection by Metro, City or other governmental personnel.

18. LVMC § 6.02.350 provides:

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

19. Nevada Revised Statute (NRS) 453.560 provides:

Unless a greater penalty is provided in NRS 212.160, a person who delivers or sells, possesses with the intent to deliver or sell, or manufactures with the intent to deliver or sell any drug paraphernalia, knowing, or under circumstances where one reasonably should know, that it will be used to plant, propagate, cultivate, grow, harvest, manufacture, compound, convert, produce, prepare, test, analyze, pack, repack, store, contain,



conceal, inject, ingest, inhale or otherwise introduce into the human body a controlled substance in violation of this chapter is guilty of a category E felony and shall be punished as provided in NRS 193.130.

20. NRS 453.554(11)(a) and (b) provides:

As used in NRS 453.554 to 453.566, inclusive, unless the context otherwise requires, "drug paraphernalia" means all equipment, products and materials of any kind which are used, intended for use, or designed for use in planting, propagating, cultivating, growing, harvesting, manufacturing, compounding, converting, producing, preparing, testing, analyzing, packaging, repackaging, storing, containing, concealing, injecting, ingesting, inhaling or otherwise introducing into the human body a controlled substance in violation of this chapter. The term includes, but is not limited to:

. . . .

Objects used, intended for use, or designed for use in ingesting, inhaling or otherwise introducing marijuana, cocaine, hashish or hashish oil into the human body, such as:

Metal, wooden, acrylic, glass, stone, plastic or ceramic pipes with or without screens, permanent screens, hashish heads or punctured metal bowls;

Water pipes . . . .

21. LVMC § 6.88.090 provides:

(A) The hearing need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence may be admitted.

(B) The respondent shall have the right to call and examine witnesses on his own behalf, cross-examine opposing witnesses, introduce exhibits and evidence relevant to the issues of the case, and offer rebuttal evidence.

(C) The respondent may be called and examined by the City.

(D) The Clerk shall have the power to issue subpoenas for witnesses to appear to give testimony.

22. LVMC § 6.88.100 provides:

Failure to timely file his answer or failure of a respondent or his counsel to appear at the hearing shall constitute an admission of all matters and facts contained in the complaint filed



1 with respect to such respondent. In such cases the City Council  
2 may take action based upon such admission or upon any other  
3 evidence, including affidavits, and without any further notices  
4 whatever to respondent. In such cases the City Council shall  
5 indicate by appropriate findings of fact and conclusions of law in  
6 the record the evidence upon which its action was based.

7  
8  
9  
10  
11  
12  
13  
14 23. LVMC § 6.02.360 provides:

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

14 24. LVMC § 6.88.120 provides:

15 (A) After the hearing of a contested matter, the City  
16 Council shall render a decision on the merits, which shall include  
17 findings of fact and conclusions of law and the penalty to be  
18 imposed, if any. The penalty may include, without limitation, the  
19 following, or any combination thereof:

18 (1) The suspension or revocation of the respondent's  
19 license, approval for suitability or work card, as the case may be;

19 (2) The imposition of conditions upon the license,  
20 approval for suitability or work card in question; or

21 (3) The imposition of a civil fine in an amount not to  
22 exceed one thousand dollars for each day that the violation which  
23 forms the subject matter of the complaint is demonstrated to have  
24 been in existence.

25 (B) The City Council shall make and enter an order in its  
26 minutes in conformity to such decision. The decision of the City  
27 Council shall be served on the parties personally or shall be sent  
28 to them by registered or certified mail. The decision shall become  
and remain effective upon such service unless the City Council  
shall otherwise order.

27 25. The hearing was not conducted according to technical rules relating to evidence  
28 and witnesses, but all relevant evidence was admitted. Further, the Respondent was allowed

1 the opportunity to call and examine witnesses on its own behalf, introduce exhibits and  
2 evidence relevant to the issues of the case, and offer rebuttal evidence.

3 26. *Kochendorfer v. Board of County Commissioners of Douglas County*, 93 Nev.  
4 419, 566 P.2d 1131 (1977), provides relevantly that a business owner subject to a disciplinary  
5 hearing by his licensing authority is entitled to due process. Due process is defined as notice  
6 and hearing appropriate to the case. The Respondent, Mulugeta Bour d/b/a Oakey Discount  
7 Market, was provided notice and hearing appropriate to the case.

8 27. If any of these conclusions of law should more properly be deemed findings of  
9 fact, they shall be so deemed.

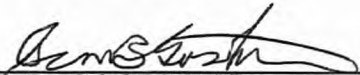
10 **ORDER**

11 IT IS HEREBY ORDERED that Beer/Wine/Cooler Off-Sale License No. L10-00246-4-  
12 001072, Convenience Store License No. C15-00321-4-107408, and Retail Tobacco License No.  
13 C05-02325-D-107408 held by Respondent Mulugeta Bour d/b/a Oakey Discount Market are  
14 revoked, as set forth in Paragraph 11 of this order.

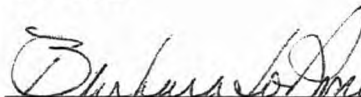
15 DATED this 21<sup>st</sup> day of December, 2006.

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

18 By:

19   
OSCAR B. GOODMAN  
Mayor

20 ATTEST:

21   
22 BARBARA JO RONEMUS, City Clerk

23 APPROVED AS TO LEGAL FORM:

24   
25 WILLIAM P. HENRY  
26 Senior Litigation Counsel

27 18 DEC 06  
28 Date

# EXHIBIT 1

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

6 \* \* \*

7 IN THE MATTER OF:

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

10 Petitioner,

11 vs.

12 MULUGETA BOUR d/b/a OAKY  
13 DISCOUNT MARKET,

14 Respondent.

**COMPLAINT FOR  
DISCIPLINARY ACTION**

15  
16 The DEPARTMENT OF FINANCE AND BUSINESS SERVICES, on behalf of the  
17 CITY OF LAS VEGAS, NEVADA (Department), Petitioner, brings this Complaint for  
18 Disciplinary Action against MULUGETA BOUR d/b/a OAKY DISCOUNT MARKET,  
19 1616 Las Vegas Boulevard South, Las Vegas, Clark County, Nevada, Respondent, and states:

20 Respondent MULUGETA BOUR d/b/a OAKY DISCOUNT MARKET, holds  
21 Beer/Wine/Cooler Off-Sale License No. L10-00246-4-001072, Convenience Store License No.  
22 C15-00321-4-107408, and Retail Tobacco License No. C05-02325-D-107408.

23 **SUMMARY OF ALLEGATIONS**

24 Mulugeta Bour is the sole proprietor of Oaky Discount Market. Starting in March  
25 2003, he was granted a number of temporary Beer/Wine/Cooler Off-Sale licenses by the  
26 Las Vegas City Council. Finally, in June 2004, he was granted a permanent license. Between  
27 May 2003 and April 2006 Mr. Bour was cited and arrested by the Las Vegas Metropolitan  
28 Police Department for Failure to Possess a Health Card, Failure to Possess an Alcohol

1 Awareness Card, Failure to Maintain an Employee List, and Sale of Narcotics

2 **Paraphernalia, a felony.**

3 On April 27, 2006, Mr. Bour appeared before the Las Vegas Planning Commission  
4 seeking a special use permit to sell beer and wine at Fourth Street Market, 113 North Fourth  
5 Street, Las Vegas, Clark County, Nevada. **Mr. Bour told Commissioner Steinman** he had  
6 never had problems with Metro at his other place of business, Oakey Discount Market. **He**  
7 **lied.** In truth and fact, Mr. Bour had been arrested by the Las Vegas Metropolitan Police  
8 Department April 13, 2006, at Oakey Discount Market for a felony, Sale of Narcotics  
9 Paraphernalia to an undercover officer.

10 Mulugeta Bour violated the law in the operation of his business. Substantial  
11 information exists to believe that he is dishonest and corrupt. He engaged in a deceptive  
12 practice upon the public when he lied to a public body, the Las Vegas Planning Commission.

13 **PROCEDURAL HISTORY**

14 The Las Vegas City Council issued a temporary license for beer/wine/cooler off-sale to  
15 Mulugeta Bour on March 5, 2003. The license provided for a six-month review of Oakey  
16 Discount Market. On September 3, 2003, a six-month review was conducted before the City  
17 Council. The Council was informed that warning notices had been written to Mr. Bour for  
18 selling single containers of beer. Mr. Bour admitted that he had engaged in this conduct on  
19 one occasion. He also admitted not posting an employee list, but told the City Council that he  
20 had one. He also admitted to not having a valid health card in his possession when Metro  
21 Special Investigations detectives asked to inspect it, but stated that he had left it in his wallet in  
22 his car. He apologized. The City Council granted an extension to the temporary license.

23 The matter appeared on the March 3, 2004-agenda but was abeyed to March 17, 2004,  
24 when a second extension to the temporary license was granted.

25 On June 16, 2004, the City Council granted a permanent license to sell beer and wine,  
26 including single containers.

27 . . . .

28 . . . .



## VIOLATIONS OF LAW

On May 29, 2003, officers of the Las Vegas Metropolitan Police Department determined that Mulugeta Bour did not possess a health card, an alcohol awareness card, or an employee list.

On June 12, 2003, officers of the Las Vegas Metropolitan Police Department determined that Nuriden Shifa, an employee at Oakey Discount Market, did not possess a work card. They also determined that Mr. Bour did not have a completed work card list with employees' work card numbers. Finally, it was noted that he had not posted his business license.

On August 21, 2003, officers of the Las Vegas Metropolitan Police Department determined that Mr. Bour did not have an employee list.

On April 13, 2006, an officer of the Las Vegas Metropolitan Police Department acting in an undercover capacity purchased narcotics' paraphernalia from Mulugeta Bour at Oakey Discount Market. The officer purchased a "set up," specifically a three-inch galls tube containing a plastic rose and a chor boy brillo pad placed in a brown paper bag. Thereafter, Mr. Bour was arrested for **felony Sale of Narcotics Paraphernalia**. During the course of the arrest he showed officers that he stored the chor boys in the bathroom, and the glass pipes under the cash register. Two hundred and eighty-eight (228) glass pipes were found in a box under the cash register, with an additional thirty (30) pipes in the cash register. Officers noted a sign in the store which read "If you don't see what you want, ask for it."

The officer involved formed an opinion, based on his training and experience, and from a consideration of all the circumstances, that the "set ups" being sold by Mulugeta Bour were **narcotics paraphernalia intended to facilitate smoking crack cocaine**. One of the circumstances considered by the officer was that Sergeant Wally of the Downtown Area Command had warned Mulugeta Bour four months earlier that the sale of narcotics paraphernalia was a crime.

On April 27, 2006, Mulugeta Bour appeared before the Las Vegas Planning Commission on Agenda Item No. 25, an application for special use permit to utilize Fourth

1 **Street Market**, located at 113 North Fourth Street, Las Vegas, Clark County, Nevada, for  
2 **the sale of beer and wine**. During the course of the hearing Mr. Bour entered into  
3 conversation with Commissioner Steinman. **He told Commissioner Steinman** that he had  
4 never had problems with Metro at his other place of business, Oakey Discount Market, located  
5 at 1616 Las Vegas Boulevard South, Las Vegas, Clark County, Nevada. **This was a lie**. Mr.  
6 Bour had been arrested two weeks earlier on April 13, 2006, by officers of the Las Vegas  
7 Metropolitan Police Department. They arrested him for felony Sale of Narcotics  
8 Paraphernalia, "set ups" intended to facilitate smoking crack cocaine.

9 **THE LAW**

10 LAS VEGAS MUNICIPAL CODE (LVMC) § 6.06.250(A) and (B)(6), (7), and (10)  
11 provide:

12 A licensee may be subject to disciplinary action as set  
13 forth in Sections 6.02.330 through 6.02.360.

14 A principal approved for suitability may be subject to  
15 **disciplinary action** by the City Council for good cause, which  
16 may include, but is not limited to:

17 . . . .

18 **The principal has committed acts which would**  
19 **constitute a crime involving moral turpitude or involving any**  
20 **Federal, State or local law or regulation relating to the same or a**  
21 **similar business;**

22 **When substantial information exists which tends to show**  
23 **that the principal is dishonest or corrupt;**

24 . . . .

25 **The principal has engaged in deceptive practices upon the**  
26 **public . . . . [Emphasis added.]**

27 LVMC § 6.02.330(H) provides:

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

. . . .

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

1 LVMC § 6.50.440 provides:

2 It is unlawful for any of the following to be employed in  
3 the retail sales of alcoholic beverages for on or off premises  
4 consumption without having in his or her possession a valid **work**  
5 **card** for alcoholic beverages pursuant to LVMC Chapter 6.86:

6 (A) A manager;

7 (B) Any employee who pours or serves alcoholic  
8 beverages for on premises consumption; or

9 (C) Any employee who accepts payment for the sale or  
10 delivery of alcoholic beverages for off premises consumption.  
11 [Emphasis added.]

12 LVMC § 6.50.570 provides:

13 The **completion card** or a copy thereof issued by the  
14 instructor of an **alcohol awareness training** course or refresher  
15 course to a person successfully completing the course must be  
16 available during the work shift on the premises where the person,  
17 as an employee, is serving, selling or distributing alcoholic  
18 beverages for inspection by Metro, City or other governmental  
19 personnel. [Emphasis added.]

20 LVMC § 6.02.350 provides:

21 A licensee under this Chapter shall be subject to  
22 **disciplinary action not only for acts or omissions done by such**  
23 **licensee but also for acts and omissions done by the principals,**  
24 **managers, agents, representatives, servants or employees of such**  
25 **licensee.** [Emphasis added.]

26 Nevada Revised Statute (NRS) 453.560 provides:

27 Unless a greater penalty is provided in NRS 212.160, a  
28 person who delivers or sells, possesses with the intent to deliver  
or sell, or manufactures with the intent to deliver or sell any  
**drug paraphernalia**, knowing, or under circumstances where  
one reasonably should know, that it will be used to plant,  
propagate, cultivate, grow, harvest, manufacture, compound,  
convert, produce, prepare, test, analyze, pack, repack, store,  
contain, conceal, inject, ingest, inhale or otherwise introduce into  
the human body a controlled substance in violation of this chapter  
is guilty of a **category E felony** and shall be punished as  
provided in NRS 193.130. [Emphasis added.]

29 NRS 453.554(11)(a) and (b) provides:

30 As used in NRS 453.554 to 453.566, inclusive, unless the  
31 context otherwise requires, "**drug paraphernalia**" means all  
32 equipment, products and materials of any kind which are used,  
33 intended for use, or designed for use in planting, propagating,  
34 cultivating, growing, harvesting, manufacturing, compounding,

1 converting, producing, preparing, testing, analyzing, packaging,  
2 repackaging, storing, containing, concealing, injecting, ingesting,  
3 inhaling or otherwise introducing into the human body a  
4 controlled substance in violation of this chapter. The term  
5 includes, but is not limited to:

6 . . . .

7 **Objects used, intended for use, or designed for use in**  
8 **ingesting, inhaling or otherwise introducing marijuana, cocaine,**  
9 **hashish or hashish oil into the human body, such as:**

10 **Metal, wooden, acrylic, glass, stone, plastic or ceramic**  
11 **pipes with or without screens, permanent screens, hashish heads**  
12 **or punctured metal bowls;**

13 Water pipes . . . . [Emphasis added.]

#### 14 **EVIDENCE**

15 LVMC § 6.88.090 provides:

16 (A) **The hearing need not be conducted according to**  
17 **technical rules relating to evidence and witnesses. Any relevant**  
18 **evidence may be admitted.**

19 (B) **The respondent shall have the right to call and**  
20 **examine witnesses on his own behalf, cross-examine opposing**  
21 **witnesses, introduce exhibits and evidence relevant to the issues**  
22 **of the case, and offer rebuttal evidence.**

23 (C) **The respondent may be called and examined by the**  
24 **City.**

25 (D) **The Clerk shall have the power to issue subpoenas for**  
26 **witnesses to appear to give testimony. [Emphasis added.]**

#### 27 **PENALTY**

28 LVMC § 6.02.360 provides:

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



1 in addition to, and not exclusive of, any other civil or criminal  
2 remedy which otherwise might be available. [Emphasis added.]

3 **ALLEGATION**

4 It is alleged that between May 29, 2003, and April 13, 2006, Mulugeta Bour d/b/a  
5 Oakey Discount Market operated the business so that the actual business activity constituted a  
6 public or private nuisance, and was conducted in an unlawful, illegal or impermissible manner.  
7 It is further alleged that Mulugeta Bour committed acts which constitute crimes under state and  
8 local law. Mulugeta Bour has demonstrated that he is dishonest and corrupt by lying to the  
9 Las Vegas Planning Commission. Further, he engaged in a deceptive practice upon the public  
10 when he lied to members that public body.

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

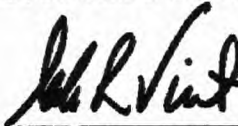
12 A. Approve the Complaint for Disciplinary Action and order a disciplinary hearing  
13 at which the Respondent shall appear and show cause why the licenses that are the subject of  
14 this Complaint should not be suspended or revoked, or other disciplinary action taken; or

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

16 DATED this 8<sup>th</sup> day of November, 2006.

17 RESPECTFULLY SUBMITTED:

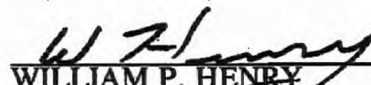
18  
19 By:



20 MARK R. VINCENT, Director  
Finance and Business Services

21 BRADFORD R. JERBIC  
22 City Attorney

23 By:



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



**CITY COUNCIL MEETING OF  
December 6, 2006**

**VERBATIM TRANSCRIPT – ITEM 53**

**Hearing, discussion and possible action regarding complaint seeking disciplinary action  
against Mulugeta Bour d/b/a Oakey Discount Market, 1616 Las Vegas Boulevard South,  
Las Vegas, Clark County, Nevada, for violations of the Las Vegas Municipal Code and  
Nevada Revised Statutes - Ward 3 (Reese)**

**Appearance List:**

OSCAR GOODMAN, Mayor

BILL HENRY, Sr. Litigation Counsel

GARY REESE, Councilman

REX BELL, Attorney representing Mulugeta Bour

BRAD JERBIC, City Attorney

MULUGETA BOUR, 1616 Las Vegas Boulevard South

RAYMOND McNABB, Las Vegas resident

STEVE WOLFSON, Councilman

LAWRENCE WEEKLY, Councilman

LOIS TARKANIAN, Councilwoman

DAMIAN WALBURN, Sergeant, Downtown Area Command, Las Vegas Metropolitan Police  
Department

42 minutes

Typed by: Ydoleena Yturralde

Proofed by: Carmel Viado

**CITY COUNCIL MEETING OF  
December 6, 2006**

**VERBATIM TRANSCRIPT – ITEM 53**

24 **MAYOR GOODMAN**

25 All right. Item 53 is a hearing, discussion and possible action regarding complaint seeking  
26 disciplinary action against Mulugeta Bour, doing business as Oakey Discount Market 1616 Las  
27 Vegas Boulevard South, Las Vegas, Clark County, Nevada, for violation of the Las Vegas  
28 Municipal Code and Nevada Revised Statutes. This is Ward 3. Mr. Henry.

29

30 **BILL HENRY**

31 Good morning.

32

33 **MAYOR GOODMAN**

34 Is Mr. Bour here?

35

36 **COUNCILMAN REESE**

37 Yes.

38

39 **MAYOR GOODMAN**

40 All right. And his attorney, Mr. Bell. Mr. Bell, why don't you identify yourself for the record,  
41 please.

42

43 **REX BELL**

44 Rex Bell on behalf of the respondent here.

45

46 **MAYOR GOODMAN**

47 Very good. Thank you. Mr. Henry.

48

49 **BILL HENRY**

50 Good morning, Mayor, Councilwoman Tarkanian, Councilmen. This matter, this complaint for  
51 discipline was approved by the Council on November 15th and the Mayor sat, signed the order  
52 approving complaint and notice of hearing on the same date. An investigator from my office

**CITY COUNCIL MEETING OF  
December 6, 2006**

**VERBATIM TRANSCRIPT – ITEM 53**

served the order approving complaint and notice of hearing the next day on November 16th, two thousand and six. The notice, the order approving complaint and notice of hearing rele -- relevantly contained this, these notifications to Mr. Bour on page two. You are further notified that within 20 days after service of the complaint for disciplinary action, but not later than five days before the hearing date, you must and the word must is underlined, file with the City Clerk and serve a copy upon the City Attorney of your answer to the charges made in the complaint for disciplinary action and set forth any affirmative defenses you intend to raise. The next paragraph reads, you are also notified that your failure to file an answer to the complaint for disciplinary action or to appear at the hearing shall, and the word shall is used, constitute an admission to all the matters contained in the complaint for disciplinary action as provided by Las Vegas Municipal Code 6.88.100. No answer to the complaint --

**MAYOR GOODMAN**

Can we see the document that you were reading from, please.

**BILL HENRY**

Yes. Let me give that to the Clerk as well. It's the affidavit of service.

**MAYOR GOODMAN**

Thank you. All right. Mr. Bell, are you familiar with the -- order approving the complaint and the notice of the hearing, the language in heightened therein --

**REX BELL**

No. No.

**MAYOR GOODMAN**

-- is identical to what Mr. Henry represented.

**CITY COUNCIL MEETING OF  
December 6, 2006**

**VERBATIM TRANSCRIPT – ITEM 53**

80     **REX BELL**

81     Mr. Henry has pointed that out to me. He is correct. I did not see that. I knew we were here  
82     today for the hearing as other hearings, I -- knew all about the complaint and what was in that. In  
83     fact, we went and saw Mr. Reese on it. I did not know or realize we had to answer it in writing.  
84     We were ready just to come and most of it is, in the complaint was generally correct but we --  
85     had some arguments about it and so I failed to do that in writing.

86

87     **MAYOR GOODMAN**

88     Okay. Well, basically, the, what this says on its face is if you fail to answer the complaint or to  
89     appear at the hearing, so it's either or, shall constitute an admission of all the matters contained in  
90     the complaint. All right. That's your position then, that the complaint is been admitted to in  
91     effect; is that correct, Mr. Henry.

92

93     **BILL HENRY**

94     It has to be because it's the City Ordinance and it's not discretionary.

95

96     **MAYOR GOODMAN**

97     It would appear to be. I see that we don't have much discretion on this one. Mr. Jerbic, I know  
98     you're in a tough spot, but would you tend to agree with that that it is mandatory.

99

100    **BRAD JERBIC**

101    I do. And as your advisor, I have read it and I have looked to see if there was any exception and  
102    it appears to be mandatory, Your Honor.

103

104    **MAYOR GOODMAN**

105    All right, then.

106

107    **BILL HENRY**

108    Your Honor, if I might, I -- would point out that the second half of six point 88 and 100 says that,

**CITY COUNCIL MEETING OF  
December 6, 2006**

**VERBATIM TRANSCRIPT – ITEM 53**

109 in essence, despite this, that the City Council may, permissively, then determine what to do with  
110 the licensee. In essence, just because that they have admitted to the charges --

111

112 **MAYOR GOODMAN**

113 Oh, I know -- I admit that. There's no, I have no problem with that, I mean --

114

115 **BILL HENRY**

116 I just wanted to make that clear.

117

118 **MAYOR GOODMAN**

119 -- Certainly, Mr. Bell, could, he could argue for mitigating circumstances and the like, it's just  
120 that the complaint as put forward is, basically, admitted as far as the factual allegations are  
121 concerned.

122

123 **BILL HENRY**

124 Right.

125

126 **MAYOR GOODMAN**

127 All right. Understanding that to be the case, there's no need for a presentation of any kind of  
128 evidence by the folks who are here. We accept everything that's in the complaint as being true.  
129 And with that as the case, Mr. Bell, I guess it's your burden, on, as far as the discipline is  
130 concerned to address that issue.

131

132 **REX BELL**

133 Yes, Your Honor. I'd like to, well, first of all, every Council understand that Mr. Bour came here  
134 from Ethiopia a number of years ago, became a citizen of the United States in 1997 and he was  
135 working the front here trying to earn enough money to work. He and his wife did so and were  
136 able to get enough money together to lease the convenience mart and I guess the one on Fourth  
137 Street too, I think, or there's a small one on Fourth Street. They have two young children; they're



**CITY COUNCIL MEETING OF  
December 6, 2006**

**VERBATIM TRANSCRIPT – ITEM 53**

138 twins, 16 months old. I would like to notice the Council that where Mr. Bour's store is there is  
139 also, almost across the street, on both sides that are, the corners are offset. There's a 7-Eleven  
140 market and there's an AM/PM market. Part of the things in this complaint was the fact that Mr.  
141 Bour sold an undercover agent. The undercover agent would've stated that he asked Mr. Bour for  
142 a setup and that Mr. Bour gave him this brillo pad and this little tube with a rose in it. In the time  
143 that's gone on, without just taking up a lot of your time. Behind Mr. Bour's service station and he  
144 went over and in these packages are the receipts to purchase this item which is the same item that  
145 he is accused of having sold.

146

147 **MAYOR GOODMAN**

148 He purchased that from whom?

149

150 **REX BELL**

151 The service station right in, behind him. Am I correct, Mr. Bour?

152

153 **MULUGETA BOUR**

154 **Yes.** Behind my store and right, couple of block from here and there's one Sahara and Paradise  
155 and there's receipt inside there. But, first of all, sir, before I say anything, I just, I am very very  
156 sorry, sir. I know you're disappointed and everything. I understand. I sell that chore boy and  
157 glass to begin with when I open my first store over here in Downtown. We're not supposed to  
158 sell and I agree. When I open that one, everybody who is in the neighborhood was selling and I  
159 start selling it too. I understand. I'm totally, totally sorry. I apologize for that. It's my mistake  
160 that, but the rest of the store -- everybody around there, they're selling them. Everybody's selling  
161 they only got citation.

162

163 **MAYOR GOODMAN**

164 All right. You're -- Mr. Bour. Correct?

**CITY COUNCIL MEETING OF  
December 6, 2006**

**VERBATIM TRANSCRIPT – ITEM 53**

165   **MULUGETA BOUR**

166   Yes. Yes.

167

168   **MAYOR GOODMAN**

169   (Inaudible) Mulugeta Bour?

170

171   **REX BELL**

172   And also, Mr. Bour, we -- purchased at other places. This item, which is just --

173

174   **MAYOR GOODMAN**

175   What is it used for other than for drugs? What -- do people use those things for?

176

177   **REX BELL**

178   Well, they're, Your Honor, according to, I talked to even the District Attorney's Office and I  
179   talked to Mr. Henry and I even talked with the police officers. Not -- the particular ones involved  
180   in this and they claim that these items, the one with the rose in it that they have no earthly use  
181   and are sold strictly for the use of drugs. They evidently put a little piece of brillo pad down in  
182   them, a little cocaine and they smoke them. But I will, I want to point out that right in the area  
183   this same item, same size, this is a pen. You got, and you're left with the same thing and that's  
184   sold by the stores right across the street from him. Now, my only point is that all these things can  
185   be used as drug paraphernalia, not just necessarily and brillo pads were, you know, they're  
186   everywhere. One of the other arguments they had was the packaging. And I asked about the  
187   packaging. The brillo pads come 24 to a package. These other items, there was two hundred and  
188   some of them, of the roses. He sells brillo pads either sometimes in boxes or individually and I  
189   point out that in all kinds of stores in this town, you can buy Brillo pads individually. I've seen  
190   them in bins, you have too. Convenient store over by my house the one that's on Shadow and  
191   Charleston, they got the rose over there only it's in a, about double the size and there it is, glass  
192   tube with a rose, only bigger. And one time prior I appeared before this Council on another case

**CITY COUNCIL MEETING OF  
December 6, 2006**

**VERBATIM TRANSCRIPT – ITEM 53**

193 and that was even, and that was considered narcotics paraphernalia. It was even a bigger tube  
194 with a big red rose stuck out. These people are selling them all over town.

195

196 **MAYOR GOODMAN**

197 Yeah, but that doesn't excuse your client from selling them.

198

199 **REX BELL**

200 No, I realize that. But I just --

201

202 **MAYOR GOODMAN**

203 It just shows to us that we got a big problem with drugs all over town. I mean that's the, interest.

204

205 **REX BELL**

206 And I, and that's one of the things that I've asked about. I said, can't they stop whoever the main  
207 distributors are from distributing this stuff.

208

209 **MAYOR GOODMAN**

210 They should.

211

212 **REX BELL**

213 Huh.

214

215 **MAYOR GOODMAN**

216 That's what I'm saying. What's it used for it other than drugs and I'm not getting an answer. It's  
217 used for drugs and we should be able to stop it. There's no question about it. And --

218

219 **REX BELL**

220 I believe complete --

**CITY COUNCIL MEETING OF  
December 6, 2006**

**VERBATIM TRANSCRIPT – ITEM 53**

221   **MAYOR GOODMAN**

222   And whoever's --

223

224   **REX BELL**

225   I believe --

226

227   **MAYOR GOODMAN**

228   -- selling it, maybe Metro should go to the seller and find out what kind of representations he's  
229   making. This is not something you would bring to your girlfriend, unless she was a crack addict.

230

231   **REX BELL**

232   He should not have fibbed to the Planning Commission. The fib or lie, whatever you wanna call  
233   it, was based on a fact of question. He was being questioned on the Fourth Street store, then he  
234   was questioned at his. In fact, he kind of said well, and I'm not saying we don't have a problem,  
235   but he said I've had little things like, I didn't have health permit and stuff. He failed to tell them  
236   that he had been arrested in this case. He certainly did fail to tell them that. I explained to him,  
237   you should have told them --

238

239   **MAYOR GOODMAN**

240   Yeah, that's where it's so disappointing to me, Mr. Bell, because I -- like Mr. Bour. I believed in  
241   him and then he stood before us and said he didn't have a problem and then the next day, after I  
242   said nice things about him, I was embarrassed myself because we found out he did have a  
243   problem. So --

244

245   **REX BELL**

246   Well, then --

247

248   **MAYOR GOODMAN**

249   -- it was very disappointing.

**CITY COUNCIL MEETING OF**  
**December 6, 2006**

**VERBATIM TRANSCRIPT – ITEM 53**

250   **REX BELL**

251   In, his application, point out that in this application, he pointed out to the Planning Commission  
252   that he had been arrested. That's in his application. I take it they read that. This statute for the  
253   sale of narcotics paraphernalia, I mean, again, it's what you just said, as, is going on. They've  
254   mentioned you don't supposed to sell water pipes and bongs. Walk in any smoke shop, they're  
255   right there in front of you to be sold. I've gone in to several of them and there they are. So, I  
256   don't know. I -- just want you to take that into consideration when you're looking at the  
257   seriousness of what trouble this man is in and what you can do to him because obviously with a  
258   privilege license for sure you could, you know, you could pull that license with no problem. In  
259   fact, that's what the City is asking for. In fact, they're asking to pull all his licenses. And I point  
260   out too, as far as this man goes, there's no allegations in their complaint, whatsoever, that this  
261   man after he was granted the beer and wine license which is two thousand and four, never got in  
262   any trouble or got cited for anything until this particular event. And, if he were such a bad guy,  
263   I'm sure that he would have been caught selling beer or wine or cigarettes to minors. It's wide  
264   open to do that and he certainly has never been in any trouble of any kind in his life until this  
265   occurred. He is wrong, he said he's wrong. He admits he's wrong and, but to pull his livelihood,  
266   it is his livelihood. You pull the beer and wine license at this location or really, any almost any  
67   convenience store location you might as well close his doors. They can't really do very well  
268   without the beer and wine.

269   Now, I would ask that looking in his history, he should have told the Commission but the  
270   Commission also should've had, I'm sure read his application and he had it in there that he had  
271   been arrested but he should've told them and he maybe should not have had these items in his  
272   store. In fact, at his arrest he was unhandcuffed (sic) after he was arrested, I believe, and asked to  
273   sign a paper which said I will not sell this stuff anymore and he did so. And he's not sold it  
274   again. You know there still are, and the only other alternative I could ask that is, I'm trying to  
275   save his beer and wine license if you all would consider, if you're gonna have, if you feel you  
276   must have that hold that he at least be able to keep his license to run the store and his tobacco  
277   license. They already pulled the slots out of there after the arrest. There was a, that was on a  
278   floor lease. I think, Councilman, you, we even talked about that. We, we're and I wasn't sure at



**CITY COUNCIL MEETING OF  
December 6, 2006**

**VERBATIM TRANSCRIPT – ITEM 53**

279 the time what had happened. They pulled the slots outta there. And the only other thing I'd say  
280 is when people, whether Mr. Bour is there or not, they can walk right across the street buy beer  
281 and wine from the other stores, if that's part of the problem and the other thing is, and I only  
282 point out to you, that if you look at these items that I've showed you, the other stores are selling  
283 them. They're selling the pens now. That's -- the other way around it. We don't have a rose  
284 anymore, it's a pen that you use for it. You pull it apart and it's exactly like the, same one as the  
285 rose.

286 I -- just ask for this man and his family that, I mean, I'm not saying that you don't feel he should  
287 be punished but I, in some other form, but this is his livelihood and it's gonna hurt him and it's  
288 gonna hurt him bad. And he'd even like to say something.

289

290 **MAYOR GOODMAN**

291 All right. Mr. Bour

292

293 **MULUGETA BOUR**

294 Mr. Mayor, my Councilman asking me on this side if I have, ever have trouble with the police.  
295 When he asking me that I told him yes, I have a trouble, I get a ticket there and here, that's the  
296 worst thing ever happened to me for me to me and my life. Everything, I can't tell him about the  
297 rest. It's was shame for me. I'm sorry. I don't mean to disappoint you. That's what I have to say.

298

299 **MAYOR GOODMAN**

300 All right. Fair enough. Thank you.

301

302 **REX BELL**

303 That's -- about all we can say and ask of you.

304

305 **MAYOR GOODMAN**

306 All right.

**CITY COUNCIL MEETING OF  
December 6, 2006**

**VERBATIM TRANSCRIPT – ITEM 53**

307 **BILL HENRY**

308 May I be heard, Mayor.

309

310 **MAYOR GOODMAN**

311 I think there's a, are you part of this, sir?

312

313 **RAYMOND McNABB**

314 No. I just want to speak on behalf of Tony.

315

316 **MAYOR GOODMAN**

317 Well, let -- his lawyer call you then, if, that's the -- way it would work.

318

319 **RAYMOND McNABB**

320 Okay. I didn't know if he knew I was here.

321

322 **REX BELL**

323 I did not know --

324

325 **MAYOR GOODMAN**

326 All right. Why don't we hear from this gentleman, then we'll hear from you, Mr. Henry.

327

328 **REX BELL**

329 Okay.

330

331 **MAYOR GOODMAN**

332 Please give us your name --

333

334 **RAYMOND McNABB**

335 Yeah.

**CITY COUNCIL MEETING OF  
December 6, 2006**

**VERBATIM TRANSCRIPT – ITEM 53**

336 **MAYOR GOODMAN**

337 -- and your address please.

338

339 **RAYMOND McNABB**

340 Raymond McNabb. Tony and I have been friends for several -- years and when I talked to him  
341 about this problem he had, he said he made a mistake and he was just devastated that he -- had  
342 made a mistake and I'm hoping that he made a mistake not just to get caught. And the whole idea  
343 is, I just want to speak on his behalf. He's always been a gentleman. He's always been upfront  
344 with me and at times I was a little short on finances, he didn't have any trouble advancing me a  
345 pack of cigarettes. Bless you. And he always, he doesn't sell alcohol to people who come in so  
346 stinking drunk that they, he runs them right off. He's trying to keep drug paraphernalia out of his  
347 place and the druggies that come in there and he's been doing a pretty good job, but I just want to  
348 speak on behalf of him. He's been my friend now for just a couple years now and I -- would be  
349 really disappointed if he couldn't keep his business license. Give him a chance to straighten out.  
350 This is a country of second chances. I don't know if he's had two already. It didn't sound like it,  
351 he's only got one. So, this is a county of second chance. I'd like to see you give him a second  
352 chance.

53

354 **MAYOR GOODMAN**

355 All right. Thank you, very much.

356

357 **RAYMOND McNABB**

358 Thank you.

359

360 **MAYOR GOODMAN**

361 All right.

362

363 **BILL HENRY**

364 Mayor, Council.

**CITY COUNCIL MEETING OF  
December 6, 2006**

**VERBATIM TRANSCRIPT – ITEM 53**

365   **MAYOR GOODMAN**

366   Mr. Henry.

367

368   **BILL HENRY**

369   Mr. Bour has demonstrated for months, if not years, that he's willing to kill your constituents and  
370   kill the children of your constituents in order to add to his profit margin. And I realize those are  
371   harsh words but what he was arrested for was possession or, I'm sorry, sale of narcotics  
372   paraphernalia, paraphernalia associated with smoking crack cocaine. And if there's a more  
373   dangerous drug out there that has wrought more havoc in this community, I don't know what it  
374   is. Now Mr. Bour stands before you and it's easy to see him and to imagine his family and he  
375   pleads to be able to support himself and his family but the way he's chosen to support himself in  
376   the past and his family is by contributing to the death of your constituents. Mr. Bour suggests,  
377   through his counsel, that you at least leave him his convenience store license and his tobacco  
378   license if you take away his Beer/Wine/Cooler license. It is the fact of that convenience store  
379   license that has allowed him to sell narcotics paraphernalia.

380   If you would look at the overhead, please. On your screens, you will see a display put together  
381   by the Metropolitan Police. It was used at another proceeding having to do with Mr. Bour's  
382   landlord on August 16th. Part of this display is a photograph. This is a photograph of typical  
383   narcotics paraphernalia. It is shown by Business Licensing to everyone who gets a license to run  
384   a convenience store. So that there should not be any doubt about what the City considers to be  
385   narcotics paraphernalia. This particular photograph was shown to him as early as May second,  
386   two thousand and two when he registered for a license at the 113 Fourth Street address. So, since  
387   that time, he's known what the City considered to be narcotics paraphernalia including the pipes  
388   that his counsel was talking about. In addition to that, I am advised that some time ago, and I  
389   don't know how long ago it was, a letter went out from the City over your signature, Mayor,  
390   telling every convenience store operator in the City of Las Vegas, what we considered to be  
391   narcotics paraphernalia. And these items were included although this looks rather innocent as I  
392   said, it is used to smoke crack cocaine.

**CITY COUNCIL MEETING OF  
December 6, 2006**

**VERBATIM TRANSCRIPT – ITEM 53**

393 **MAYOR GOODMAN**

394 When did I send that letter, Mr. Henry?

395

396 **BILL HENRY**

397 Mr. Jerbic might have some better idea.

398

399 **BRAD JERBIC**

400 I do Mr. Henry. I think it was about five or six years that we met with the Metropolitan Police  
401 Department and we made a determination that glass pipes, at least in the opinion of the City  
402 Attorney's Office, are for state paraphernalia because they have no other use. A letter was  
403 prepared to every convenient store on record that Mr. DiFiore was able to identify and those were  
404 sent under your signature.

405

406 **MAYOR GOODMAN**

407 Do – we know the date?

408

409 **BRAD JERBIC**

410 I think it was '99 or 2000. It was around there.

411

412 **MAYOR GOODMAN**

413 No, it was after Councilwoman (sic) Weekly, sort of, raised the issue. We were having hearings  
414 on this Brad Jerbic, yeah, I – when we found out that this was a common place practice  
415 throughout the City, we wanted to make sure that all of the convenient store owners no matter  
416 whether they were in Summerlin, or any part of the City, they knew that what the Council was  
417 concerned about. Because unfortunately, crack is not a socio-economic or demographic, it goes  
418 across all strata.

419

420 **BILL HENRY**

421 Now, if I might, Mr. Bour has admitted to all the allegations in the complaint. One of the



**CITY COUNCIL MEETING OF  
December 6, 2006**

**VERBATIM TRANSCRIPT – ITEM 53**

422 allegations in the complaint is on April 13, two thousand and six, he went hand to hand with the  
423 Metro undercover and -- sold the, Metro, Metropolitan police officer narcotics paraphernalia as I  
424 described it. Attendant to that arrest was a search where two hundred and 28 glass pipes were  
425 found in a box under the cash register with an additional 30 pipes in the cash register. On the  
426 overhead I have photographs of what the police found. First of all, there is the sign at the top  
427 here, if we could move the camera, or, I'll just move, yeah. There's a sign at the top that the  
428 police have told us is code to the crack smoking community that you could find your  
429 paraphernalia here. It reads, if you don't see what you want, please ask for it. I told a police  
430 officer that I was old enough to remember when that was in almost every store, but I'm told that  
431 in convenience stores, it is code to the crack smoking community. Here is -- a photograph of  
432 what was found in the cash drawer, which was 30 pipes. And here, here's a photograph of boxes  
433 found underneath the cash drawer containing another 228 glass pipes. There is no doubt what he  
434 did, there's no doubt that he knew what he was doing, and there, since he's running a convenience  
435 store and he's selling these setups, I would submit there's no doubt that he did it to make money.  
436 So in order to make money, he was indifferent to the misery and death of your constituents, I  
437 would submit.

438 Likewise, although he has admitted to lying to one of your Planning Commissioners, I have a  
439 certified copy of the minutes of that proceeding that sets forth the exchange between him and  
440 Commissioner Steinman. And it says, Mr. Bour stated that he has never had problems with  
441 Metro at his other place of business. He made the statement to Commissioner Steinman on April  
442 27, two thousand and six, 14 days after Metropolitan Police officers put him in handcuffs, took  
443 him to jail and submitted him to felony booking something I would submit that he isn't likely to  
444 have forgotten and I would like to lodge this original certified document with the Clerk.

445

446 **MAYOR GOODMAN**

447 All right. It could be lodged.

448

449 **BILL HENRY**

450 I have alleged, or rather, Mr. Vincent has alleged that Mr. Bour has operated his business as a

**CITY COUNCIL MEETING OF  
December 6, 2006**

**VERBATIM TRANSCRIPT – ITEM 53**

public nuisance, that he has broken the laws of the City of Las Vegas and the laws of the State of Nevada. And I've also pointed out at page two, a procedural history that he admitted to, which sets forth that there was some doubts about Mr. Bour when he came forward asking for a license and you gave him a temporary license on March fifth two thousand and three. When it came up for review on September third, two thousand and three a number of problems were brought to your attention and Mr. Bour admitted to them and said he was sorry and that he would not do it again. And there was an extension on the temporary license. Apparently there wasn't a firm feeling that you could rely upon his promise not to do it again. He came before you on March third, two thousand and four, on a matter that was abeyed to March 17, and finally on June 16, two thousand and four, you gave him a permanent license to sell beer and wine, including single containers. He has abused that license but, a privilege license, but that isn't the license that has allowed him to aid and abet in poisoning and killing your constituents. It is the convenience store license that has allowed him to do that and for all of these reasons, I ask you to revoke all of his business licenses.

**MAYOR GOODMAN**

All right. Thank you. Did you want to add anything.

**REX BELL**

Well, Mr. Mayor, again the -- thing on this packaging, the scouring pads they're used all over.

**MAYOR GOODMAN**

All right. Well --

**REX BELL**

-- it's like pencils when you buy'em in groups, you can sell them as one, you can sell them as a lot. He, since two thousand and four, when you issued him the licenses, had no violations until this one and -- he's in a great deal of trouble for it, but I don't see any allegations other than the fact from counsel himself that he's killed or attempted to kill or wanted to kill anybody. So, I just

**CITY COUNCIL MEETING OF  
December 6, 2006**

**VERBATIM TRANSCRIPT – ITEM 53**

480 ask that you --

481

482 **MAYOR GOODMAN**

483 May be a good way to get rid of someone on the crack users.

484

485 **REX BELL**

486 Uh-oh. Anyway, that's all I can ask is that the Council consider not taking his license and his  
487 livelihood. He's agreed never to sell this again. It's been gone ever since.

488

489 **COUNCILMAN WOLFSON**

490 Mayor Goodman.

491

492 **MAYOR GOODMAN**

493 Yes.

494

495 **COUNCILMAN WOLFSON**

496 May I ask a couple questions?

497

498 **MAYOR GOODMAN**

499 Sure.

500

501 **COUNCILMAN WOLFSON**

502 First of all, he was arrested for a felony. What is the status of that felony arrest?

503

504 **REX BELL**

505 It's pending still for preliminary hearing and in court. I'm not handling that.

506

507 **COUNCILMAN WOLFSON**

508 But there is a felony case pending and it's still --

**CITY COUNCIL MEETING OF  
December 6, 2006**

**VERBATIM TRANSCRIPT – ITEM 53**

509 **REX BELL**

510 Yes, there is. You know, Councilman Wolfson, I hesitate to ever ask. Most of the people I've  
511 known or ever had this problem, it was, they were misdemeanors, but in this case, they did  
512 charge him with a felony and that's what's pending.

513

514 **COUNCILMAN WOLFSON**

515 Second question, Mr. Henry, is would you please delineate our options today.

516

517 **BILL HENRY**

518 Your options are to take no action as a penalty, to impose a fine, to suspend one or more of his  
519 licenses, or to revoke his licenses or as to define and suspension some combination. And the  
520 amount of the fine, I have not done an exact calculation but if you found that he was, in essence,  
521 operating his business as a public nuisance between May 29, two thousand and three, and April  
522 27, two thousand and six, could exceed at a \$1,000 dollars a day a million dollars. Indeed, if you  
523 just picked between June 16, two thousand and four, when you gave him a -- permanent license  
524 and April two thousand and six, when he lied to the Planning Commission, the fine could exceed  
525 \$600,000.

526

527 **REX BELL**

528 One thing, if you read the thing from the Planning Commission, I think you find, and I listened to  
529 the tape and I think there's a tape available for you all when he said he's never had any problem.  
530 He's talking about the Fourth Street one. He was asked, that was by another -- Councilman, or  
531 Commissioner. Then, when he was asked about this store, he said well, I'm not saying that but  
532 he belittles it. He goes down, was like, well, it was a health thing. He does not tell them that it  
533 was a, an arrest. And you can hear the tape for yourselves and you'd find that to be correct, I  
534 believe.

535

536 **MAYOR GOODMAN**

537 Yes, Councilman Weekly.



**CITY COUNCIL MEETING OF  
December 6, 2006**

**VERBATIM TRANSCRIPT – ITEM 53**

538 **COUNCILMAN WEEKLY**

539 I'd also like to ask, with this case that is pending, is this precedent setting. I mean is this the  
540 direction we're gonna go in now because, I mean, in the past we've had convenience store  
541 operators who had the same type of situation and I've never seen it go into this extreme before.  
542 So, are we sending a clear message to those out there and I would love to have someone from law  
543 enforcement asked, answer this if possible. Because, I mean, if this is the precedent that we're  
544 setting, I'd like to have that message sent out there because I've never seen it go on to this  
545 extreme before. And he's right. In that same geographic area, they all sell this and I know, I've  
546 been screaming and yelling for years, asking someone to address this and what they get is slapped  
547 on the hand. Clearly, Mr. Bour has been caught. I mean, he says it's a mistake, but he's been  
548 caught with the goods. But all of them out there do the same exact thing. So, like I've said, I've  
549 never seen it gone on to this extreme before ever since I've been on this Council.

550

551 **COUNCILWOMAN TARKANIAN**

552 May I just add something, Mayor, because this was part of the ward I represented at the time this  
553 occurred and we had talked with Metro and worked with Metro. We had asked Metro to be  
554 aggressive on that corner because it was a very troubled corner. My concern is if this is what we  
555 request and this is what we do and if we don't follow through ourselves, then we're weakening  
556 our being able to attempt to correct these problems. You can't use an excuse, it's every place.  
557 You have to start some place to make the correction and nothing had come to the attention while  
558 I was representing the ward about any of the other places, just that this was a troubled area and I  
559 asked Metro to please help us and they were aggressive and I -- think we should respect that.

560

561 **MAYOR GOODMAN**

562 Officer.

563

564 **SERGEANT DAMIAN WALBURN**

565 Good morning Mayor and Council. I'm Sergeant Damian Walburn, Downtown Area Command,  
566 I supervise the chronic nuisance detail and I would like to say that, yes, we are trying to set a



**CITY COUNCIL MEETING OF  
December 6, 2006**

**VERBATIM TRANSCRIPT – ITEM 53**

567 precedence (sic). And we do have documentation that dates back to the year two thousand and  
568 two on the impropriety from Mr. Bour where he wasn't given a citation, he was warned by  
569 Business Licensing and the impropriety was impounded and taken away. That was on Chore  
570 Boys and pipes. He also was warned --

571

572 **MAYOR GOODMAN**

573 You're saying back in -- 2002 --

574

575 **SERGEANT DAMIAN WALBURN**

576 In January, in 2002 --

577

578 **MAYOR GOODMAN**

579 -- he was put on notice and actually the material was taken from his store?

580

581 **SERGEANT DAMIAN WALBURN**

582 He was -- put on notice by Business Licensing. We -- actually have the sheet on the board,  
583 which I presented in the first appeal when I had the owner, Ms. Brooks in here, in front of the  
584 Council. Where it shows the stuff that was impounded out of his other store. So, he has full  
585 knowledge and then in January of two thousand and four he was warned by my partner, Sergeant  
586 Wally at Downtown Area Command that, in fact, he was selling narcotics paraphernalia and he  
587 was showing intent because it was packaged together. That's what started the case.

588

589 **MAYOR GOODMAN**

590 I see. Okay. All right. Anything else from Council?

591

592 **MULUGETA BOUR**

593 Can I -- say respond --

**CITY COUNCIL MEETING OF  
December 6, 2006**

**VERBATIM TRANSCRIPT – ITEM 53**

594     **MAYOR GOODMAN**

595     Excuse me.

596

597     **MULUGETA BOUR**

598     Can I respond to that.

599

600     **MAYOR GOODMAN**

601     Certainly.

602

603     **MULUGETA BOUR**

604     Please, thank you. Yes, in 2002 on Fourth Street, when the License Department, they came over,

605     I was (inaudible) in a box that's hidden in the back. When she searched everything, she saw it

606     told me to throw it out. Yes, I throw it out. I throw it away, she made me, she was standing

607     there, she put that in her report there. But I wasn't said, I wasn't uncourteous (sic) and stuff like

608     that. I told her, you know, you not supposed to sell that, you don't sell that, throw it out, there

609     was a garbage can was right in the back of it. She told me, I throw it out, but of course, there no

610     report about that.

611

612     **COUNCILMAN WEEKLY**

613     Your Honor, I think they all are, have been placed on notice and they've been placed on notice for

614     years. And, you know, I hope, as we move forward here today, whatever decision is made that

615     the precedent has been set and that this is how it's gonna be and let it be all the way across the

616     board.

617

618     **BILL HENRY**

619     One thing, if I could add this. I don't know what the motion's going to be but if the motion is to

620     revoke, Mr. DiFiore, working with the suppliers of alcohol, given their commitments as

621     suggested that in the form of the motion, the liquor license be revoked as of three o'clock this

622     afternoon. So, it'll give the suppliers an opportunity to -- inventory their liquor and get it out of

**CITY COUNCIL MEETING OF  
December 6, 2006**

**VERBATIM TRANSCRIPT – ITEM 53**

623 there, but the other -- licenses could be revoked instantly.

624

625 **MAYOR GOODMAN**

626 All right. Thank you. All right. Mayor Pro Tem.

627

628 **COUNCILMAN REESE**

629 Thank you, Your Honor. I appreciate the Councilmembers' involvement, their questions. We do  
630 have problems in other parts of Las Vegas that Mr. Bell alluded to. I really have understanding  
631 and the need, Mr. Bell, for people to make a living. My heart goes out to those that do things that  
632 are not quite up to the law. I really appreciate our staff, especially Metro for what they have to  
633 do. And, again, if we, if this is precedent setting, I hate to make examples out of anybody. But, I  
634 -- have had many calls of disturbances in this area from other businesses because of this  
635 location. I feel like sometimes we are too harsh, that those things that we listen to, I -- kind of  
636 cringed when Mr. Henry says that he's selling this paraphernalia to kill some of my constituents.  
637 I think that's kind of the word, it may not be word for word. I cringe from that because of --  
638 things that have happened in my ward in the last couple of weeks and stuff. I just feel like that  
639 for us to let people know what we expect, what we want, to me they -- can do, live by the law.  
640 And I've met with Mr. Bour, I've met with Mr. Bell. Everybody here has heard what the  
641 allegations are. I've always said, the -- crazy night kids don't lie or don't steal from me. When  
642 people lie, it makes me distrust them, even if it's a small white lie. I distrust them. So, with all  
643 those things to put on record today, I'm gonna make a **motion to follow staff's recommendation**  
644 **for revoke, revocation of all licenses.**

645

646 **MAYOR GOODMAN**

647 All right. Let's vote on that, please.

648

649 **BILL HENRY**

650 Councilman, if I might, do you want them revoked as I suggested --

**CITY COUNCIL MEETING OF  
December 6, 2006**

**VERBATIM TRANSCRIPT – ITEM 53**

651 **COUNCILMAN REESE**

652 Yeah.

653

654 **BILL HENRY**

655 -- or when the findings in fact --

656

657 **COUNCILMAN REESE**

658 That's -- fine.

559

660 **MAYOR GOODMAN**

661 Let's vote, please. Post. (**Motion carried UNANIMOUSLY with BROWN and ROSS not**  
662 **voting**)

663

664 **BILL HENRY**

665 Thank you.

666

667 **MAYOR GOODMAN**

668 And I'm gonna direct Metro, even though I don't have jurisdiction over you, okay. All right. I'll  
669 ask Metro, you know, you heard certain allegations today that this is rampant in our community.

670 You have the wherewithal to do something about it. There's no legitimate use for any of these  
671 products and I understand Mr. Bell's argument because I didn't understand it when I was first  
672 confronted with these pipes and brillos and chores and whatever you call that stuff. But now I do  
673 understand what it is and if it's out there, you know Las Vegas is a place where you can do  
674 everything in the world as long as you don't go over the brink. This is over the brink. So, I  
675 would suggest that you be evenhanded and just start arresting them and I would go after the  
676 suppliers. I want to find out what they're representing these things are for. They don't give you a  
677 real answer, arrest them. Let's do our part to start cleaning up this epidemic.

**CITY COUNCIL MEETING OF  
December 6, 2006**

**VERBATIM TRANSCRIPT – ITEM 53**

678 **SERGEANT DAMIAN WALBURN**

679 I agree, Mayor. And the community is our eyes and ears. I guess I'd – like to start by asking if I  
680 could have that bag since he has receipts in it and we'll go talk to those folks too.

681

682 **MAYOR GOODMAN**

683 That's fine, if that's okay with Mr. Bell.

684

685 **REX BELL**

586 That, you know, that's fine. Your Honor, while you're on that subject, I know the vote has been  
687 cast but while Metro is till here, I would have the question, Sergeant.

688

689 **MAYOR GOODMAN**

690 Mr. Bell, talk to me, please.

691

692 **REX BELL**

693 That because of a long time ago, we had talked today you know, that tube, a small tube with that  
694 little rose in it. Then there's the tubes, the medium size tubes with roses stuck in 'em and then,  
595 oh, it's probably been about three years ago, I had a client here, who had gotten in trouble for  
696 even a bigger tube with a red rose stuck in the top and Narcotics, they considered that narcotics  
697 paraphernalia. So, not only these little ones, but those others then if there's a way to shut that  
698 off. And these store owners are not likely to go get into trouble because they can't even buy 'em.

699

700 **SERGEANT DAMIAN WALBURN**

701 Mr. Bell, we've done several of these operations over the last year and we definitely look at the  
702 totality of the circumstances and I think we dated the impropriety back to the year two thousand  
703 and two, we said how many times is this gentleman gonna get a chance.

704

705 **REX BELL**

706 Oh, I understand that.



**CITY COUNCIL MEETING OF  
December 6, 2006**

**VERBATIM TRANSCRIPT – ITEM 53**

707 **SERGEANT DAMIAN WALBURN**

708 And individual merit on each property and holding themselves accountable, if they can abate the  
709 problem immediately, we'll work with them. We're firm, but we're fair.

710

711 **REX BELL**

712 Okay. I just wanted you, and you probably are aware that they sell all sizes.

713

714 **MAYOR GOODMAN**

715 Okay. Mr. Jerbic --

716

717 **COUNCILWOMAN TARKANIAN**

718 Mr. Mayor --

719

720 **MAYOR GOODMAN**

721 Mr. Jerbic, I'm going to ask you to draft another letter. I'm gonna send another letter out and let  
722 them know where we're coming from.

723

724 **BRAD JERBIC**

725 Well, in fact, I have a copy of the original just in -- blank form without your signature, but we  
726 will prepare it for a reissue, Your Honor.

727

728 **MAYOR GOODMAN**

729 All right. Let's send it out again. We're putting everybody on notice and then Metro has to do its  
730 job. Very good. Thank you.

731

732 **COUNCILWOMAN TARKANIAN**

733 Mr. Mayor.

**VERBATIM TRANSCRIPT – ITEM 53**

736

737 COUNCILWOMAN TARKANIAN

738 I just to state my strong agreement with Councilman Reese in taking this action because we do  
739 have to begin some place. We have to have it done or it's going to continue the way it has. So I  
740 wanted to say I respect that action and also Councilman Weekly for saying we must be careful to  
741 make sure that we're across the board and that's something we have to be cautious about. I think  
742 those two things are very important. Thank you and Metro.

743 (END OF DISCUSSION)

744 /yy;cv