City of Las Vegas

CITY COUNCIL AGENDA

COUNCIL CHAMBERS · 400 STEWART AVENUE · PHONE 229-6011
CITY OF LAS VEGAS INTERNET ADDRESS: www.lasvegasnevada.gov
COUNCIL MEMBERS: OSCAR B. GOODMAN, MAYOR (At-Large)
COUNCILMAN GARY REESE, MAYOR PRO TEM (Ward 3)
STEVE WOLFSON (Ward 2), LOIS TARKANIAN (Ward 1), STEVEN D. ROSS (Ward 6)
RICKI Y. BARLOW (Ward 5), STAVROS S. ANTHONY (Ward 4)

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.

May 5, 2010

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

DUPLICATE AUDIO 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 – CHAPLAIN STEVE SANSON, VETERANS IN POLITICS INTERNATIONAL
4. PLEDGE OF ALLEGIANCE
5. RECOGNITION OF THE CITIZEN OF THE MONTH
6. RECOGNITION OF MUNICIPAL CLERK'S WEEK
7. RECOGNITION OF THE NATIONAL ASSOCIATION OF LETTER CARRIERS FOOD DRIVE DAY
8. RECOGNITION OF THE KEEP AMERICA BEAUTIFUL PROGRAM
9. RECOGNITION OF THE STATE CHAMPION ARBOR VIEW HIGH SCHOOL GIRLS SOCCER TEAM
10. RECOGNITION OF THE STATE CHAMPION CENTENNIAL HIGH SCHOOL CHEERLEADERS

BUSINESS ITEMS - MORNING

11. 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

12. Approval of the Final Minutes by reference of the City Council meeting of April 7, 2010

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

13. Approval of the ratification of the Commission for the Las Vegas Centennial additional funding allocation of $150,000 for the production of the 2010 Helldorado Rodeo located at the downtown rodeo grounds between Las Vegas Boulevard and 7th Street and Stewart Avenue to Mesquite Avenue - Ward 5 (Barlow)

ADMINISTRATIVE SERVICES - CONSENT

14. Approval of a grant agreement with the State of Nevada, Division of Emergency Management, as the funding agency; and the City of Las Vegas, Office of Emergency Management, as grant subrecipient; for the receipt of funds from the FY10 United States Department of Homeland Security Emergency Management Performance Grant (EMPG) to support the City of Las Vegas Emergency Management Program in the amount of $391,886 (Multi-purpose Special Revenue Fund) - All Wards

15. Approval of a subgrant agreement with the State of Nevada, State Health Department, for receipt of funds to assist in the upgrade of software and equipment for the Emergency Notification System in the amount of $24,496 - All Wards

FIELD OPERATIONS - CONSENT

16. Approval of a First Amendment to Property Conveyance and Construction Agreement between the City of Las Vegas and the Sun City Summerlin Community Association, Inc. for the construction of a fire station located at Del Webb Boulevard and Sundial Drive, APN 138-17-310-001 - Ward 4 (Anthony)

FINANCE & BUSINESS SERVICES - ADMINISTRATION CONSENT

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

FINANCE & BUSINESS SERVICES - BUSINESS SERVICES CONSENT

18. Approval of a Special Event Alcoholic Beverage License for A Time in History Inc, Location: Helldorado, 713 Stewart Avenue, Dates: May 13 - 16, 2010, Type: Special Event Beer/Wine, Event: Helldorado Rodeo Event, Responsible Person in Charge: Lori Yerger - Ward 5 (Barlow)

19. Approval of a Special Event Alcoholic Beverage License for Gods Art Gallery, Location: 1302 South 3rd Street, Date: May 7, 2010, Type: Special Event General, Event: Gypsy Friday, Responsible Person in Charge: Hans Cewe - Ward 3 (Reese)

20. Approval of a Special Event Alcoholic Beverage License for Ricardo's Mexican Restaurant, Location: Richard Harris Law Firm, 801 South 4th Street, Date: May 7, 2010, Type: Special Event General, Event: Cinco de Mayo Event, Responsible Person in Charge: Carlos Gomez - Ward 3 (Reese)

21. Approval of a Special Event Alcoholic Beverage License for Southern Nevada Center for the Arts, Location: 1310 South 3rd Street, Date: May 7, 2010, Type: Special Event General, Event: Art and Music Exhibit, Responsible Person in Charge: Gaston Santos - Ward 3 (Reese)

22. Approval of a Special Event Alcoholic Beverage License for Southern Nevada Center for the Arts, Location: 1310 South 3rd Street, Date: May 21, 2010, Type: Special Event General, Event: Art and Music Exhibit, Responsible Person in Charge: Gaston Santos - Ward 3 (Reese)

23. Approval of a Special Event Alcoholic Beverage License for Southern Nevada Center for the Arts, Location: 1310 South 3rd Street, Date: May 31, 2010, Type: Special Event General, Event: Memorial Day Art & Music Exhibit, Responsible Person in Charge: Gaston Santos - Ward 3 (Reese)

24. Approval of a Special Event Alcoholic Beverage License for Southern Nevada Center for the Arts, Location: 1310 South 3rd Street, Dates: June 4 & 5, 2010, Type: Special Event General, Event: Art & Music Exhibit, Responsible Person in Charge: Gaston Santos - Ward 3 (Reese)

25. Approval of an extension of a Temporary Beer/Wine/Cooler On-sale License, Lil Vento's II, LLC, dba Carmine's Pizza Kitchen, 2211 South Maryland Parkway, Suite A, Carmine Vento and Ann M. Vento Revocable Family Trust, Mmbr, 100%, Carmine Vento, Trustee, Mgr and Ann M. Vento, Trustee - Ward 3 (Reese)

26. Approval of an extension of a Temporary Beer/Wine/Cooler On-sale License for a Change of Ownership, From: Food Express Inc., To: MA Food Express LLC, dba Food Express, 2003 South Decatur Boulevard, Suites B & C, Francis K. Leung, Mgr, 50% and Kon H. Ma, Mgr, 50% - Ward 1 (Tarkanian)

27. Approval of a Change of Ownership for a Package License subject to Health Dept. regulations, From: Lino and Antonette Croaro, To: Jones Feed and Tack, LLC, dba Jones Feed & Tack, 6515 West Lone Mountain Road, Lino Croaro, Mgr and Antonette Croaro, Mgr 100% jointly with spouse - Ward 6 (Ross)

28. Approval of a new Beer/Wine/Cooler On-sale License subject to the provisions of the fire code and Health Dept. regulations, Yeonmun, Inc., dba The Sushi, 8427 West Lake Mead Boulevard, Yeon Suk Mun, Pres, 100% - Ward 4 (Anthony)

29. Approval of an extension of a Temporary Package License and a Temporary Wine/Beer/Cordial/Liqueur Tasting License for a Change of Business Name, Change of Location, and Change of Ownership, From: The Vons Companies Inc., dba Vons 2195, 6000 West Cheyenne Avenue, To: Nevada Fine Wine & Spirits LLC, dba Total Wine & More, 730 South Rampart Boulevard, David Trone, Mgr, 5%, Robert Trone, 5%, SPT 2005 Trust, 45%, JET 2008 Receiving Trust, 11.25%, NRT 2008 Receiving Trust, 11.25%, NRT 208 Receiving Trust, 11.25%, and RJT 2008 Receiving Trust, 11.25% - Ward 2 (Wolfson)

30. Approval of an extension of a Temporary Locksmith License, A1 Fox Locksmith Inc, dba A1 Fox Locksmith Inc, 2222 West Bonanza Road, Suite C, Jackie Z. Baker, Pres, 100% - Ward 5 (Barlow)

31. Approval of an extension of a Temporary Class II Secondhand Dealer License, As They Grow, LLC, dba As They Grow, 3075 East Flamingo Road, Suite 110A, Lisa M. Deluca, Managing Mmbr, Lisa B. Renteria, Managing Mmbr, and Leslie Ann D. Stewart, Managing Mmbr - County

32. Approval of a new Wedding Chapel License, Ivy Grill, LLC, dba Lakeside Weddings, 2620 Regatta Drive, Suite 116, Erik R. Watts, Managing Mmbr, 100% - Ward 4 (Anthony)

33. Approval of an extension of a Temporary Wedding Chapel License, Las Vegas Wedding Palace LLC, dba Las Vegas Wedding Palace, 1431 South Las Vegas Boulevard, Sean West, Managing Mmbr, 100% - Ward 3 (Reese)

34. Approval of a new Wedding Chapel License, Rainbow Gardens Inc., dba Rainbow Gardens, 4125 West Charleston Boulevard, Kelly Husley, Pres, Treas, 100% and Iwona Husley, Dir, Secy - Ward 1 (Tarkanian)

FINANCE & BUSINESS SERVICES - PURCHASING & CONTRACTS CONSENT

35. Approval of award of Blanket Services Agreement No. 100210-LD, General Engineering Services - Department of Public Works - Award recommended to: G.C. WALLACE, INC. (not-to-exceed $500,000 - Various Funds)

36. Approval of Purchase Order No. 280813, Annual Requirements Contract for Water Treatment Chemicals - Department of Public Works - Award recommended to: WATER ELEMENTS, LLC ($2,500,000 - Sanitation Enterprise Fund)

37. Approval of award of Modification No. 5 to Contract No. 060266-DK, State Legislative Consulting Services - Office of Administrative Services - Award recommended to: OSTROVSKY AND ASSOCIATES (not-to-exceed $228,600 - General Fund)

38. Approval of award of Contract No. 090056-CW, Banking Services (including indemnification provision) - Department of Finance and Business Services - Award recommended to: BANK OF AMERICA, N.A. ($400,000 - General Fund)

FIRE & RESCUE - CONSENT

39. Approval of a Mutual Aid Agreement with Nellis Air Force Base for fire protection and hazardous materials incident response - All Wards

NEIGHBORHOOD SERVICES - CONSENT

40. Approval of agreement between the City of Las Vegas and the State of Nevada Department of Health and Human Services Division of Welfare and Supportive Services (DWSS) acting through Las Vegas, Clark County Urban League (LVCCUL), to oversee the performance of Before and After School Programs in the amount of $95,000 for the Parents As Learning Support (PALS) Program - All Wards

PUBLIC WORKS - CONSENT

41. Approval of Amendment No 1 to Interlocal Agreement 113444 between the City of Las Vegas and the Las Vegas Valley Water District for the extension of water facilities for the Neon Boneyard Park project located east of Las Vegas Boulevard north and south of McWilliams Avenue (Southern Nevada Public Land Management Act [SNPLMA]) - Ward 5 (Barlow)

42. Approval of an encroachment request from Motivational Systems, Inc. on behalf of Providence Master Homeowners Association, owner (Grand Teton Drive at Hualapai Way, Shaumber Road at Centennial Parkway and Hualapai Way at Deer Springs Way) - Ward 6 (Ross)

43. Approval of Interlocal Agreement among the Clean Water Coalition, City of Las Vegas, City of Henderson, City of North Las Vegas, Clark County, Clark County Regional Flood Control District, Clark County Water Reclamation District and the Southern Nevada Water Authority to establish funding allocations and the budget for Las Vegas Wash activities in fiscal year 2010/2011 ($102,001 - Sanitation Enterprise Fund) - County

44. Approval of Interlocal Agreement No 113862 between the City of Las Vegas and the Las Vegas Valley Water District for water services for the Bonneville Clark One Way Couplet project located along Bonneville Avenue and Clark Avenue from Main Street to Las Vegas Boulevard ($29,556 - Regional Transportation Commission of Southern Nevada [RTC]) - Ward 3 (Reese)

45. Approval of an Interlocal Contract Agreement with Clark County for evaluation services relating to the Special Improvement District (SID) Hardship Determination Program (not to exceed $1,350 annually - Special Assessment Revolving Loan Fund) - All Wards

RESOLUTIONS - CONSENT

46. R-26-2010 - Approval of a Resolution overruling complaints, protests, and objections and confirming the Final Assessment Roll for Special Improvement District No. 1516 - Fremont Street Maintenance District (Las Vegas Boulevard to 8th Street) ($252,402 - Capital Projects Fund/Special Assessments) - Ward 5 (Barlow)

47. R-27-2010 - Approval of a Resolution to refund surplus amounts of $18,156.98 in Special Improvement District (SID) 1448 - Wards 1, 5 and 6 (Tarkanian, Barlow and Ross)

DISCUSSION/ACTION ITEMS

ADMINISTRATIVE - DISCUSSION

48. Report from various local business sectors/organizations on the current state of the economy in Southern Nevada and its effect on their industry and business operations - All Wards

49. Discussion and possible action on a report from the Financial Oversight Committee regarding the revenue forecast

BUSINESS DEVELOPMENT - DISCUSSION

50. Discussion and possible action regarding an Interlocal Agreement between the City of Las Vegas Redevelopment Agency and the City of Las Vegas to provide funding for the operations and maintenance of the Reed Whipple Cultural Center located at 821 North Las Vegas Boulevard (APN 139-27-708-016) ($372,695 - RDA Special Projects Fund) - Ward 5 (Barlow) [NOTE: This item is related to RDA Item 5]

51. Discussion and possible action regarding an Interlocal Agreement between the City of Las Vegas Redevelopment Agency and the City of Las Vegas to provide for the operations and maintenance of the Historic Fifth Street School located at 401 South 4th Street (APN 139-34-303-001) by the City of Las Vegas Office of Cultural Affairs ($419,029 - RDA Special Projects Fund) - Ward 3 (Reese) [NOTE: This item is related to RDA Item 6]

FINANCE & BUSINESS SERVICES - BUSINESS SERVICES DISCUSSION

52. Discussion and possible action regarding a Review of a Temporary Supper Club License, Marysol Montano and Gume Montano, dba La Sirena Mexican Seafood Restaurant, 2327 South Eastern Avenue, Marysol Montano, Owner, 50% and Gume Montano, Owner, 50% - Ward 3 (Reese)

53. Discussion and possible action regarding a Temporary Class III-A Secondhand Dealer License, Jewelry Manufactures Exchange, Inc., dba Jewelry Manufactures Exchange, Inc., 8550 West Charleston Boulevard, Suite 108, Sharon Tigert, Pres, Secy, Treas, Dir, 100% - Ward 2 (Wolfson)

LEISURE SERVICES - DISCUSSION

54. Discussion and possible action regarding an agreement between the City of Las Vegas and the United States Tennis Association to provide program funding at the Stacy and Amanda Darling Tennis Center - Ward 4 (Anthony)

55. Discussion and possible action regarding a proposed program participation fee increase for sports fields, Safekey and seasonal camps for children (estimated $1,132,000 revenue increase) - All Wards

NEIGHBORHOOD SERVICES - DISCUSSION

56. Discussion and possible action on the submittal of the City of Las Vegas 2010-2015 Consolidated Plan to the U.S. Department of Housing and Urban Development (HUD) - All Wards

57. Discussion and possible action regarding the submittal of the City of Las Vegas 2010-2011 Action Plan that secures $9,735,739 in U.S. Department of Housing and Urban Development (HUD) and State of Nevada funds - All Wards

PUBLIC WORKS - DISCUSSION

58. Discussion and possible action on a request to install speed humps on Sweeney Avenue between 8th Street and 11th Street ($7,800 - Neighborhood Traffic Management Program) - Ward 3 (Reese)

RESOLUTIONS - DISCUSSION

59. R-28-2010 - Discussion and possible action regarding a Resolution to seek approval from the Clark County Debt Management Commission to issue one or more installment-purchase agreements in the maximum principal amount of $10,848,804 to finance energy conservation projects - All Wards

60. R-29-2010 - Discussion and possible action regarding a Resolution consenting to the undertakings of the City of Las Vegas Redevelopment Agency (RDA) in connection with the Commercial Visual Improvement Program (CVIP) Agreement between the RDA and Decar Enterprises, LLC, located at 1205 South Las Vegas Boulevard (APN 162-03-112-027) to be in compliance with and in furtherance of the goals and objectives of the RDA - Ward 3 (Reese) [NOTE: This item is related to RDA Item 4 (RA-6-2010)]

61. R-30-2010 - Approval of a Resolution to Reduce Scheduled Cost of Living Adjustment ("COLA") for Classified Employees in the Bargaining Unit Represented by the Las Vegas City Employees Association, Inc.

BOARDS & COMMISSIONS - DISCUSSION

62. BUILDING AND SAFETY ENTERPRISE FUND ADVISORY COMMITTEE – Robert W. Potter, Term Expires 5/17/2010, Steve Quinn, Term Expires 5/17/2010 and Mark Vincent, Term Expires 5/17/2010

63. HISTORIC PRESERVATION COMMISSION – Claytee White, Term Expires 5/17/2010

RECOMMENDING COMMITTEE REPORT - DISCUSSION

BILLS ELIGIBLE FOR ADOPTION AT THIS MEETING

64. Bill No. 2010-15 – Reduces the minimum amount of meal-service seating that must be provided by establishments with beer/wine/cooler on-sale and beer/wine/cooler on-off-sale licenses. Sponsored by: Councilman Gary Reese

65. Bill No. 2010-16 – Requires certain contractors and employers of employees hired to staff gaming hospitality operations to be signatory to collective bargaining agreements where the City or the City's Redevelopment Agency has a specified financial or proprietary interest. Proposed by: Bradford R. Jerbic, City Attorney

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.

66. Bill No. 2010-17 - Levies Assessment for Special Improvement District No. 1485 - Alta Drive (Rancho Drive to approximately 275 feet west of Lacy Lane) (Landscape Maintenance FY2011) Sponsored by: Step Requirement

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.

67. Bill No. 2010-18 – Levies Assessment for Special Improvement District No. 1516 – Fremont Street Maintenance District (Las Vegas Boulevard to 8th Street) Sponsored by: Step Requirement

68. Bill No. 2010-19 – Corrects an error in the mandatory spay-neuter ordinance to set the required age for spay/neuter procedures at four months rather than six. Proposed by: Bradford R. Jerbic, City Attorney

69. Bill No. 2010-20 – Revises and updates zoning-related application and hearing procedures generally; provides that Planning Commission action on most special use permits is final, unless appealed or requested for review by a member of the City Council; and provides a procedure for Required Reviews of approved zoning applications. (TXT-37402) Proposed by: M. Margo Wheeler, Director of Planning and Development

70. Bill No. 2010-21 – Updates the hearing procedures of the Municipal Code relating to parking infractions. Proposed by: Bradford R. Jerbic, City Attorney

CLOSED SESSION

71. Closed Session - Upon duly carried Motion, a closed meeting is called in accordance with NRS 288.220 to discuss labor issues

1:00 P.M. - AFTERNOON SESSION

BUSINESS ITEMS - AFTERNOON

72. 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

73. ABEYANCE ITEM - Public Hearing to consider the report of expenses to recover costs for abatement of nuisance located at 4312 Amethyst Avenue in the amount of $3,466.50 (General Fund) and assess a maximum of $41,550 in daily civil penalties. PROPERTY OWNER: JEANNE SENIUR - Ward 6 (Ross)

74. ABEYANCE ITEM - Public Hearing to consider the report of expenses to recover costs for abatement of nuisance regarding dangerous building located at 2200 Santa Paula Drive in the amount of $5,091.35 (General Fund) and assess a maximum of $36,550 in daily civil penalties. PROPERTY OWNER: GMAC MORTGAGE LLC - Ward 3 (Reese)

75. Public Hearing and possible action to consider the report of expenses to recover costs for abatement of nuisance located at 201 George Place in the amount of $2,481 (General Fund) and assess a maximum of $29,550 in daily civil penalties. PROPERTY OWNER: TRUSTEE CLARK COUNTY TREASURER C/O ELISEO C & EMILIO QUINTANA - Ward 5 (Barlow)

76. Public hearing and possible action to consider the report of expenses to recover costs for abatement of nuisance regarding dangerous building located at 1304 Purple Sage Avenue in the amount of $1,898 (General Fund) and assess a maximum of $38,550 in daily civil penalties. PROPERTY OWNER: FRANCIS M BOZARTH - Ward 5 (Barlow)

77. Public hearing and possible action to consider assessing a maximum of $32,550 in daily civil penalties for nuisance abatement regarding dangerous building located at 1605 South 11th Street. PROPERTY OWNER: T F LIVING TRUST ETAL MCGEE MIMI TRS - Ward 3 (Reese)

78. ABEYANCE ITEM - Public Hearing to consider a request for a waiver and/or reduction of fees and/or daily civil penalties for the property located at 1389 Lawry Avenue in the amount up to $180,796.17. PROPERTY OWNERS: NEW CENTURY HOME EQUITY LOAN TR - Ward 5 (Barlow)

79. Public hearing and possible action to consider a request for a waiver and/or reduction of fees and/or daily civil penalties for the property located at 222 West Van Buren Avenue in the amount up to $37,767.88. PROPERTY OWNERS: DEUTSCHE NATIONAL BANK TR CO TRS - Ward 5 (Barlow)

80. Public hearing and possible action to consider a request for a waiver and/or reduction of fees and/or daily civil penalties for the property located at 2200 West Washington Avenue in the amount up to $40,351.26. PROPERTY OWNERS: NEW YORK MELLON BANK TRS - Ward 5 (Barlow)

81. Public hearing and possible action to consider a request for a waiver and/or reduction of fees and/or daily civil penalties for the property located at 4701 Alpine Place in the amount up to $27,647.29. PROPERTY OWNER: BANK DEUTSCHE NATIONAL TR CO TRS - Ward 1 (Tarkanian)

82. ABEYANCE ITEM - Hearing to consider the appeal regarding Ten (10) Day Vacate Nuisance Notice and Order to Comply located at 8149 Satin Carnation Lane. PROPERTY OWNER: JOHN S WATKINS - Ward 6 (Ross)

83. Hearing and possible action to consider the appeal regarding Thirty (30) Day Vacate Nuisance Notice and Order to Comply located at 615 East Carson Avenue. PROPERTY OWNER: LIG LAND DEVELOPMENT LLC - Ward 3 (Reese)

PLANNING & DEVELOPMENT

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

PLANNING & DEVELOPMENT - DISCUSSION

84. DIR-37786 - WATER FEATURE EXEMPTION – NON-PUBLIC HEARING - APPLICANT: VINEYARDS VICE PRESIDENT - OWNER: VINEYARDS COMMUNITY ASSOCIATION - Request for a Water Feature Exemption FOR THREE (3) 225 SQUARE-FOOT WATER FEATURES (TOTALING 675 SQUARE FEET) at 1214 Moselle Court (APN 137-25-118-032), P-C (Planned Community) Zone, Ward 2 (Wolfson). Staff recommends APPROVAL

85. VAR-37379 - ABEYANCE ITEM - VARIANCE - PUBLIC HEARING - APPLICANT: KEVIN KELLY - OWNER: DESERT FOREST, LLC - Request for a Variance TO ALLOW TWO EXISTING ACCESSORY STRUCTURES (CLASS II) TOTALING 5,516 SQUARE FEET AND A PROPOSED 1,360 SQUARE-FOOT ACCESSORY STRUCTURE (CLASS I) WHERE 1,598 SQUARE FEET IS THE MAXIMUM ALLOWED on 2.52 acres at 6832 Thom Boulevard (APN 125-24-602-011), R-E (Residence Estates) Zone, Ward 6 (Ross). The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

86. SUP-37415 - ABEYANCE ITEM - SPECIAL USE PERMIT RELATED TO VAR-37379 - PUBLIC HEARING - APPLICANT: KEVIN KELLY - OWNER: DESERT FOREST, LLC - Request for a Special Use Permit FOR A PROPOSED 1,360 SQUARE-FOOT ACCESSORY STRUCTURE (CLASS I) at 6832 Thom Boulevard (APN 125-24-602-011), R-E (Residence Estates) Zone, Ward 6 (Ross). The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

87. SDR-37363 - ABEYANCE ITEM - SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - APPLICANT/OWNER: LIED FOUNDATION TRUST – Council Review of a request for a Major Amendment to an approved Site Development Plan Review TO ALLOW ZERO-FOOT LANDSCAPE BUFFERS AND NO PLANTING MATERIALS ALONG THE NORTH AND EAST PERIMETERS WHERE THREE AND FOUR FEET WERE PREVIOUSLY APPROVED, RESPECTIVELY on 2.81 acres at 3901 West Charleston Boulevard (APN 162-06-502-003), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

88. RQR-37530 - REQUIRED REVIEW - PUBLIC HEARING - APPLICANT/OWNER: MARIO PENA PENA - Required Review of a previously approved Special Use Permit (SUP-31367) FOR AN AUTO REPAIR GARAGE, MINOR WITH SERVICE BAY DOORS FACING THE RIGHT-OF-WAY at 1550 North Rancho Drive (APN 139-29-112-120), C-1 (Limited Commercial) Zone, Ward 5 (Barlow). Staff recommends DENIAL.

SET DATE

89. SET DATE ON ANY APPEALS FILED OR REQUIRED PUBLIC HEARINGS FROM THE CITY PLANNING COMMISSION MEETINGS AND DANGEROUS BUILDING OR NUISANCE/LITTER ABATEMENTS

CITIZENS PARTICIPATION

90. 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

COUNCIL MEMBER RECOGNITION

91. COUNCIL MEMBER RECOGNITION: COMMENTS MADE BY INDIVIDUAL CITY COUNCIL MEMBERS DURING THIS PORTION OF THE AGENDA WILL NOT BE ACTED UPON BY THE CITY COUNCIL UNLESS THAT SUBJECT IS ON THE AGENDA AND SCHEDULED FOR ACTION

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THIS MEETING HAS BEEN PROPERLY 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

City of Las Vegas Agenda Item No.: **1.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 5, 2010

SUBJECT:
CALL TO ORDER

City of Las Vegas

Agenda Item No.: **2.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 5, 2010

SUBJECT:
ANNOUNCEMENT RE: COMPLIANCE WITH OPEN MEETING LAW

City of Las Vegas Agenda Item No.: **3.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 5, 2010

SUBJECT:
INVOCATION – CHAPLAIN STEVE SANSON, VETERANS IN POLITICS INTERNATIONAL

City of Las Vegas Agenda Item No.: **4.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 5, 2010

SUBJECT:
PLEDGE OF ALLEGIANCE

City of Las Vegas Agenda Item No.: **5.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 5, 2010

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF THE CITIZEN OF THE MONTH

City of Las Vegas Agenda Item No.: **6.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 5, 2010

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF MUNICIPAL CLERK'S WEEK

City of Las Vegas Agenda Item No.: **7.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 5, 2010

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF THE NATIONAL ASSOCIATION OF LETTER CARRIERS FOOD DRIVE DAY

City of Las Vegas Agenda Item No.: **8.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 5, 2010

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF THE KEEP AMERICA BEAUTIFUL PROGRAM

City of Las Vegas Agenda Item No.: **9.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 5, 2010

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF THE STATE CHAMPION ARBOR VIEW HIGH SCHOOL GIRLS SOCCER TEAM

City of Las Vegas Agenda Item No.: **10.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 5, 2010

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF THE STATE CHAMPION CENTENNIAL HIGH SCHOOL CHEERLEADERS

City of Las Vegas

Agenda Item No.: **11.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 5, 2010

DEPARTMENT: CITY CLERK
DIRECTOR: BEVERLY K. BRIDGES

☐ **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

City of Las Vegas Agenda Item No.: **12.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 5, 2010

DEPARTMENT: CITY CLERK
DIRECTOR: BEVERLY K. BRIDGES ☐ **Consent** ☒ **Discussion**

SUBJECT:
BUSINESS ITEMS:

Approval of the Final Minutes by reference of the City Council meeting of April 7, 2010

City of Las Vegas Agenda Item No.: **13.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 5, 2010

DEPARTMENT: CITY MANAGER
DIRECTOR: ELIZABETH N. FRETWELL ☒ **Consent** ☐ **Discussion**

SUBJECT:
ADMINISTRATIVE:

Approval of the ratification of the Commission for the Las Vegas Centennial additional funding allocation of $150,000 for the production of the 2010 Helldorado Rodeo located at the downtown rodeo grounds between Las Vegas Boulevard and 7th Street and Stewart Avenue to Mesquite Avenue - Ward 5 (Barlow)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $100,000
Funding Source: License Plate Revenue
Dept./Division: Commission for the Las Vegas Centennial

PURPOSE/BACKGROUND:
A fund request in the amount of $100,000 was approved by the Commission for the Las Vegas Centennial at the February 8, 2010 Board meeting for the production expenses related to the 2010 Helldorado Rodeo. This allocation supplements the $50,000 previously approved by the Centennial Board. The allocation will be disbursed in $50,000 increments.

Per the operating agreement with the Commission for the Las Vegas Centennial, any funding over $100,000 must have council ratification.

RECOMMENDATION:
It is recommended that City Council approve the Commission's total funding allocation of $150,000 for the production of the Helldorado Rodeo.

BACKUP DOCUMENTATION:
1. Agreement between the Elk's Helldorado and Centennial Commission
2. First Amendment to Agreement between Elks and Centennial Commission

COMMISSION FOR THE LAS VEGAS CENTENNIAL
GRANT AGREEMENT FOR
LAS VEGAS HELLDORADO RODEO

THIS AGREEMENT is made and entered into this 20th day of AUGUST, 2009, by and between the Commission for the Las Vegas Centennial, a Nevada non-profit corporation, located at 400 Stewart Avenue, 8th Floor, Las Vegas, Nevada 89101 (hereinafter "Centennial Committee") and Las Vegas Elks Lodge #1468, a Nevada non-profit corporation, located at 4100 W. Charleston Boulevard, Las Vegas, Nevada 89102 (hereinafter the "Elks").

WHEREAS, the Centennial Committee supports projects relating to the commemoration of the history of the City of Las Vegas; and

WHEREAS, the Elks were first chartered in Las Vegas in 1923 as Lodge of the BPOE; and

WHEREAS, the Las Vegas Helldorado Parade was a community event, produced by the Elks, which dates back to 1934 and the Las Vegas Helldorado Rodeo was a sanctioned PRCA rodeo event which started in 1944 and was produced by the Elks; and

WHEREAS, together, the Parade and the Rodeo were recognized as an annual community event in Las Vegas which has been historically known as the Las Vegas Helldorado Days; and

WHEREAS, the Elks have historically been the founder, producer and promoter of the Las Vegas Helldorado Days and maintain registered and common law rights to the said trade names, trademarks and other licenses associated therewith; and

WHEREAS, the Elks have requested Centennial Grant funds to assist with the production and implementation of the Las Vegas Helldorado Rodeo, including the return of the Rodeo to this community event.

NOW, THEREFORE, the Centennial Committee and the Elks agree to the following:

1.0 The Elks shall produce and create the following:

A. Name: LAS VEGAS HELLDORADO DAYS 2010

B. Project Person: Duane LaDuke

C. Project or Events: Helldorado Rodeo ("Event")

D. Event Dates: May 13 -16, 2010

E. Scope of Services: The Elks will provide the following services to the Committee:

(1.) Coordinate various related aspects of the rodeo, carnival and exhibitors, including but not limited to, the contracting and procurement of dirt, lights, grandstands, related equipment, security, temporary offices for staff, staffing, signage, refuse collection, first aid assistance and equipment, PRCA Judges, stock contractor and site preparation;

(2.) Work with the Executive Director of the Centennial Committee and the Rodeo Committee in planning, managing and implementing Las Vegas Helldorado Days 2010;

(3.) Obtain sponsorships and advertising for Las Vegas Helldorado Days 2010.

(4.) Submit an application to the PRCA for a sanctioned professional rodeo event to be held on May 13 - 16, 2010.

2.0 Grant Amount. The Centennial Committee shall provide the Elks a grant in the amount of Fifty Thousand and 00/100 Dollars ($50,000.00) ("Grant" or "Centennial Grant") for the services provided in Section 1.0 by the Elks. The Elks agree to submit to the Office of the Centennial Committee for approval copies of invoices, receipts, cancelled checks or other related documents which evidence the production costs incurred in providing the services. If the services provided by the Elks exceeds Fifty Thousand and 00/100 Dollars ($50,000.00), such excess costs shall be the responsibility of the Elks.

3.0 Intentionally Deleted.

4.0 Centennial Recognition. Elks agree to acknowledge the Centennial Committee in its advertisements, printed materials, television, radio and electronic media and other medium as a supporter of the Helldorado Rodeo Event. The Centennial Committee reserves the right to disapprove any material and, if Centennial Committee disapproves of any material, Elks agrees to cease publication and distribution of the materials until finally approved by Centennial Committee.

5.0 Laws and Statutes. The Elks will comply with all federal, state and local laws and regulations relative to conducting or performing the scope of services.

6.0 Insurance. The Elks shall maintain comprehensive general liability insurance coverage in a sufficient amount to cover bodily injury and property damage before, during and after the Event. Elks agrees to name the Centennial Commission as an additional insured and provide a copy of its Certificate of Insurance to the Executive Director of the Centennial Committee.

7.0 Governing Law/Venue of Action. This Agreement shall be construed and enforced in accordance with the laws of the State of Nevada. Any action at law or other judicial proceeding for the enforcement of any provision shall be instituted in the County of Clark, State of Nevada.

8.0 Indemnification. Notwithstanding any of the insurance requirements set forth herein, Elks shall protect, indemnify and hold the Commission for the Las Vegas Centennial, its directors, Committees, working groups, its officers, employees, volunteers, agents, and the City of Las Vegas harmless from and against any and all third-party claims arising under this Agreement.

9.0 Termination for Cause. The Centennial Committee shall have the right at any time to terminate further performance of this Agreement, in whole or in part, for any cause including, but not limited to, the failure of the Elks to perform this Agreement in accordance with its terms, the failure to obtain sufficient sponsorship funds, as determined by the Centennial Committee, to produce the Event or the failure to obtain approval of the PRCA Application for the Event. Such termination shall be effected by providing thirty (30) days prior written notice from the Centennial Committee to the Elks, Attention: Duane LaDuke, specifying the extent and effective date of the termination. Upon termination of this Agreement, the Centennial Committee shall not be responsible to the Elks for any further payments from the Centennial Grant provided by this Agreement and the Elks agrees to not request any payment of the Centennial Grant funds provided herein.

10.0 Independent Contractor. The Elks are deemed to be an Independent Contractor under this Agreement and shall be not deemed a partner, joint venture or employee of the Centennial Committee.

11.0 Warranty. The Elks warrant that all services performed are in accordance with current, sound and generally accepted industry practices in the appropriate fields and that the services are in conformance with any specification/statement of work contained or referenced in this Agreement.

12.0 Force Majeure. The Elks are excused from performance by acts of God, fire, war, loss or shortage of transportation facilities, lockout or commandeering of raw materials, products, plants or facilities by the government.

13.0 Assignment/Modification. This Agreement is not assignable without the prior written consent of the Centennial Committee. This Agreement sets forth the entire understanding of the parties and only may be modified through a bilaterally executed writing.

14.0 Severability. In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain valid and binding.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

COMMISSION FOR THE LAS VEGAS CENTENNIAL

By: Elizabeth N. Fretwell
Elizabeth N. Fretwell, Vice President

ATTEST:
Esther Boyter
Esther Boyter, Secretary

APPROVED AS TO FORM:
L. Parbicelli 8/20/09
Date

LAS VEGAS ELKS LODGE #1468

By: Joe Bullitto
C HARMAN
Title: Trustee

By: J.R. Bullitto Jr.
Title: Trustee

By: EDWARD LANIGAR
Title: Trustee

By: N/A
Title: Trustee

By: N/A
Title: Trustee

X 3 TRUSTEE'S REQUIRED FOR AGREEMENT.

FIRST AMENDMENT TO
GRANT AGREEMENT FOR
LAS VEGAS HELLDORADO RODEO

THIS FIRST AMENDMENT TO GRANT AGREEMENT ("First Amendment") is made and entered into this _____ day of _____, 2010, by and between the Commission for the Las Vegas Centennial, a Nevada non-profit corporation, located at 400 Stewart Avenue, 8th Floor, Las Vegas, Nevada 89101 (hereinafter "Centennial Committee") and Las Vegas Elks Lodge #1468, a Nevada non-profit corporation, located at 4100 W. Charleston Boulevard, Las Vegas, Nevada 89102 (hereinafter the "Elks").

WHEREAS, the Centennial Committee supports projects relating to the commemoration of the history of the City of Las Vegas; and

WHEREAS, the Elks were first chartered in Las Vegas in 1923 as Lodge of the BPOE; and

WHEREAS, the Las Vegas Helldorado Parade was a community event, produced by the Elks, which dates back to 1934 and the Las Vegas Helldorado Rodeo was a sanctioned PRCA rodeo event which started in 1944 and was produced by the Elks; and

WHEREAS, together, the Parade and the Rodeo were recognized as an annual community event in Las Vegas which has been historically known as the Las Vegas Helldorado Days; and

WHEREAS, the Elks have historically been the founder, producer and promoter of the Las Vegas Helldorado Days and maintain registered and common law rights to the said trade names, trademarks and other licenses associated therewith; and

WHEREAS, the Centennial Committee and the Elks entered into a Grant Agreement dated August 20, 2009 ("Agreement") which provided Centennial grant funds to assist with the production and implementation of the Las Vegas Helldorado Rodeo, including the return of the Rodeo to this community event; and

WHEREAS, the Elks have requested additional Centennial Grant Funds to produce the Event as set forth in the Agreement.

NOW, THEREFORE, the Centennial Committee and the Elks agree to the following:

1.0. Section 2.0 of the Grant Agreement shall be deleted in its entirety and the following inserted in its place:

> **2.0 Grant Amount.** The Centennial Committee shall provide an additional grant in the amount of Fifty Thousand and 00/100 Dollars ($50,000.00) ("Additional Grant") which shall thereby provide an aggregate total Centennial Grant in the amount of One Hundred Thousand and 00/100 Dollars ($100,000.00)

("Centennial Grant" or "Grant"). The Elks agree to submit to the Office of the Centennial for approval copies of invoices, receipts, cancelled checks or other related documents which evidence the production costs incurred in providing the services. If the services provided by the Elks exceeds One Hundred Thousand and 00/100 Dollars ($100,000.00), such excess costs shall be the responsibility of the Elks.

2.0. If there is any inconsistency between the provisions and terms in this First Amendment and the provisions and terms in the Agreement, this First Amendment shall prevail. Except for the amendments set forth in this First Amendment, the Agreement remains valid and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be executed by their duly authorized representatives.

COMMISSION FOR THE LAS VEGAS CENTENNIAL

By: _____
Elizabeth N. Fretwell, Vice President

ATTEST:

Esther Boyter, Secretary

APPROVED AS TO FORM:

3/16/10
Date

LAS VEGAS ELKS LODGE #1468

By: EDWARD LANIGAN

Title: Trustee

By: _____

Title: Trustee

By:

Title: Trustee

By:

Title: Trustee

By: _____

Title: Trustee

City of Las Vegas Agenda Item No.: **14.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 5, 2010

DEPARTMENT: ADMINISTRATIVE SERVICES
DIRECTOR: TED J. OLIVAS ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of a grant agreement with the State of Nevada, Division of Emergency Management, as the funding agency; and the City of Las Vegas, Office of Emergency Management, as grant subrecipient; for the receipt of funds from the FY10 United States Department of Homeland Security Emergency Management Performance Grant (EMPG) to support the City of Las Vegas Emergency Management Program in the amount of $391,886 (Multi-purpose Special Revenue Fund) - All Wards

Fiscal Impact

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

PURPOSE/BACKGROUND:
The grant agreement between the City of Las Vegas and the State of Nevada, Division of Emergency Management, will facilitate the transfer of $391,886 in reimbursement funds to the City of Las Vegas in support of the Emergency Management Program. The funding enables the City of Las Vegas to recover Office of Emergency Management staffing and operating costs, as well as dedicate program efforts toward mitigating, planning, responding and recovering from local disasters; and make the City and local community better prepared, safer and more secure.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
FY10 EMPG Grant Award

STATE OF NEVADA
DEPARTMENT OF PUBLIC SAFETY
DIVISION OF EMERGENCY MANAGEMENT

Grant Award			
SUBGRANTEE:	**CITY OF LAS VEGAS**	**PROJECT NO:**	9704210
ADDRESS:	500 N. Casino Center Blvd. Las Vegas, Nevada 89101-2986		
PROJECT TITLE:	FY10 Emergency Management Performance Grant (EMPG)	**FEDERAL GRANT FUNDS:**	$391,886.00
		MATCHING FUNDS:	$391,886.00
GRANT PERIOD:	10/01/09 09/30/10	**TOTAL:**	$783,772.00
		TOTAL FEDERAL AWARD:	**$391,886.00**

APPROVED BUDGET FOR PROJECT		
CATEGORY	TOTAL PROJECT COSTS	
PERSONNEL		$267,726.00
CONSULTANT/CONTRACT		$40,000.00
TRAVEL		$10,000.00
SUPPLIES/OPERATING		$51,660.00
EQUIPMENT		$20,000.00
TRAINING		$2,500.00
PLANNING		
OTHER		
FEDERAL GRANT FUND TOTAL		**$391,886.00**
SUB-GRANTEE MATCH - CASH		**$391,886.00**

This award is subject to the requirements (federal, program and financial assurances) established by the federal government and Division of Emergency Management, Nevada Department of Public Safety. This award is subject to availability of federal funding.

Special Conditions: (If Applicable) This project is approved subject to such conditions or limitations as set forth on the attached page(s).

AGENCY APPROVAL	SUBGRANTEE ACCEPTANCE
Frank S. Siracusa, Chief	**Carolyn Levering, Emergency Manager**
Name and Title of Appointing Official	Name and Title of Appointing Official
X Per 3-18-10	X
Signature of Approving Official Date:	Signature of Approving Official Date:

Form: OEM-001

APPROVED AS TO FORM:
4/22/10
Date

ORIGINAL

STATE OF NEVADA
DEPARTMENT OF PUBLIC SAFETY
DIVISION OF EMERGENCY MANAGEMENT

Grant Award			
SUBGRANTEE:	**CITY OF LAS VEGAS**	**PROJECT NO:**	9704210
ADDRESS:	500 N. Casino Center Blvd. Las Vegas, Nevada 89101-2986		
PROJECT TITLE:	FY10 Emergency Management Performance Grant (EMPG)	**FEDERAL GRANT FUNDS:**	$391,886.00
		MATCHING FUNDS:	$391,886.00
GRANT PERIOD:	10/01/09 09/30/10	**TOTAL:**	$783,772.00
		TOTAL FEDERAL AWARD:	**$391,886.00**

APPROVED BUDGET FOR PROJECT		
CATEGORY	TOTAL PROJECT COSTS	
PERSONNEL		$267,726.00
CONSULTANT/CONTRACT		$40,000.00
TRAVEL		$10,000.00
SUPPLIES/OPERATING		$51,660.00
EQUIPMENT		$20,000.00
TRAINING		$2,500.00
PLANNING		
OTHER		
FEDERAL GRANT FUND TOTAL		**$391,886.00**
SUB-GRANTEE MATCH - CASH		**$391,886.00**

This award is subject to the requirements (federal, program and financial assurances) established by the federal government and Division of Emergency Management, Nevada Department of Public Safety. This award is subject to availability of federal funding.

Special Conditions: (If Applicable) This project is approved subject to such conditions or limitations as set forth on the attached page(s).

AGENCY APPROVAL	SUBGRANTEE ACCEPTANCE
Frank S. Siracusa, Chief	**Carolyn Levering, Emergency Manager**
Name and Title of Appointing Official	Name and Title of Appointing Official
X 3-18-10	X
Signature of Approving Official Date:	Signature of Approving Official Date:

Form: OEM-001

APPROVED AS TO FORM:
4/22/10
Date

COPY

FEDERAL ASSURANCES

The applicant hereby assures and certifies compliance with all federal statutes, regulations, policies, guidelines and requirements, including OMB Circulars No. A-21, A-110, A-122, A-128, A-133, A-87; E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements 28 CFR, Part 66, Common rule, that govern the application, acceptance and use of federal funds for this federally-assisted project. Administrative Requirements 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, 2 CFR Part 215, Institutions of Higher Education, Hospital and other Non-Profit Organizations. Cost Principles, 2 CFR Part 225, State and Local Governments, 2 CFR Part 220, Educational Institutions, 2 CFR Part 230 Non-Profit Organizations and Federal Acquisitions Regulations Sub-part 31.2, Contracts with Commercial Organizations. In addition, the applicant assures and certifies that:

I. It possesses legal authority to apply for the grant; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

II. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of federal and federally-assisted programs.

III. It will comply with provisions of federal law which limit certain political activities of employees of a state or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants. (5 USC 1501, et seq.)

IV. It will comply with the minimum wage and maximum hour's provisions of the Federal Fair Labor Standards Act.

V. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

VI. It will give the sponsoring agency or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.

VII. It will comply with all requirements imposed by the federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements.

VIII. It will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

IX. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976, Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.

X. Environmental and Historic Preservation Compliance. FEMA is required to consider the potential impacts to the human and natural environment of projects proposed for FEMA funding. FEMA, through its Environmental and Historic Preservation (EHP) Program, engages in a review process to ensure that FEMA-funded activities comply with various Federal laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898).

a. Any project with the potential to impact EHP resources (see Section E.8) cannot be initiated until FEMA has completed its review. The sub-grantees shall provide any information requested by FEMA to ensure compliance with applicable Federal EHP requirements.

b. Grantees may be required to provide detailed information about the project, including the following: location (street address or map coordinates); description of the project including any associated ground disturbance work, extent of modification of existing structures, construction equipment to be used, staging areas, access roads, etc.; year the existing facility was built; natural, biological, and/or cultural resources present in the project vicinity; visual documentation such as site and facility photographs, project plans, maps, etc; and possible project alternatives. For certain types of projects, FEMA must consult with other Federal, state and local agencies such as the U.S. Fish and Wildlife Service, State Historic Preservation Offices, and the U.S. Army Corps of Engineers, as well as other Federal, State, Local and Tribal Nations agencies and organizations responsible for protecting natural and cultural resources.

c. For projects with the potential to have significant adverse effects on the environment and/or historic properties, FEMA's EHP review and consultation may result in a substantive agreement between the involved parties outlining how the sub-grantee will avoid the effects, minimize the effects, or, if necessary, compensate for the effects. Because of the potential for significant adverse effects to EHP resources or public controversy, some projects may require an additional assessment or report, such as an Environmental Assessment, Biological Assessment, archaeological survey, cultural resources report, wetlands delineation, or other document, as well as a public comment period.

d. Sub-grantees are responsible for the preparation of such documents, as well as for the implementation of any treatment or mitigation measures identified during the EHP review that are necessary to address potential adverse impacts.

e. Failure of the sub-grantee to meet Federal, State, and local EHP requirements, obtain applicable permits, and comply with any conditions that may be placed on the project as the result of FEMA's EHP review may jeopardize Federal funding.

XI. It will comply, and assure the compliance of all its sub-sub-grantees and contractors, with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1; and all other applicable federal laws, orders circulars, or regulations.

XII. It will comply with the provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination/Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.

XIII. It will comply, and all its sub-grantee and contractors will comply, with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C, D, E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.

XIV. Services to limited English proficient (LEP) persons. Recipients of FEMA financial assistance are required to comply with several Federal civil rights laws, including Title VI of the Civil Rights Act of 1964, as amended. These laws prohibit discrimination on the basis of race, color, religion, natural origin, and sex in the delivery of services. National origin discrimination includes discrimination on the basis of limited English proficiency.

a. To ensure compliance with Title VI, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary.

b. The sub-grantee is encouraged to consider the need for language services for LEP persons served or encountered both in developing their proposals and budgets and in conducting their programs and activities. For additional information, see http://www.lep.gov. Integrating individuals with disabilities into emergency planning. Section 504 of the Rehabilitation Act of 1973, as amended, prohibits discrimination against people

with disabilities in all aspects of emergency mitigation, planning, response, and recovery by entities receiving financial funding from FEMA.

c. Executive Order #13347, entitled "Individuals with Disabilities in Emergency Preparedness" signed in July 2004, requires the Federal Government to support safety and security for individuals with disabilities in situations involving disasters, including earthquakes, tornadoes, fires, floods, hurricanes, and acts of terrorism.

d. Executive Order 13347 requires the federal government to, among other things, encourage consideration of the needs of individuals with disabilities served by State, local, and tribal governments in emergency preparedness planning.

e. FEMA has several resources available to assist emergency managers in planning and response efforts related to people with disabilities and to ensure compliance with Federal civil rights laws:
Guidelines for Accommodating Individuals with Disabilities in Disaster: The Guidelines synthesize the array of existing accessibility requirements into a user friendly tool for use by response and recovery personnel in the field.

i. Guidelines are available at, http://www.fema.gov/oer/reference/

ii. Disability and Emergency Preparedness Resource Center: A web based "Resource Center" that includes dozens of technical assistance materials to assist emergency managers in planning and response efforts related to people with disabilities can be found at, http://www.disabilitypreparedness.gov

iii. Emergency Planning for Persons with Disabilities and Special Needs: http://www.LLIS.gov

XV. In the event a federal or state court or federal or state administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

XVI. It will provide an Equal Employment Opportunity Program if required to maintain one, where the application is for $500,000 or more.

XVII. It will comply with the provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.

XVIII. Compliance with the National Energy Conservation Policy and Energy Policy Acts. In accordance with the 2008 DHS Appropriations Act, all FY 2008 grant funds must comply with the following two requirements:

a. None of the funds made available through shall be used in contravention of the Federal buildings performance and reporting requirements of Executive Order No. 13123, part 3 of title V of the National Energy Conservation Policy Act (42 USC 8251 et. Seq.), or subtitle A of title I of the Energy Policy Act of 2005 (including the amendments made thereby).

b. None of the funds made available shall be used in contravention of section 303 of the Energy Policy Act of 1992 (42 USC13212).

XIX. HSPD-5 requires that federal agencies tie federal preparedness funding eligibility directly to progress on **NIMS implementation**. Inability to demonstrate compliance with required NIMS implementation activities could affect federal preparedness funding at any level of government – state agency, county, local jurisdiction or department. Those receiving, or planning to receive, federal preparedness funding from any federal sources should examine the applicable grant guidance to determine eligibility requirements.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above assurances and certifications.

NAME: Carolyn Leverich TITLE: Emergency Manager

SIGNATURE: _____ DATE: 4/5/10

*Must be signed by the County Manager/Chief Financial Officer, the Tribal Chairman/designee or the state agency director as appropriate

FEDERAL CERTIFICATIONS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug- Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when determination is made to award the covered transaction, grant, or cooperative agreement.

I. LOBBYING

1. As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over $100,000, as defined at 28 CFR Part 69, the applicant certifies that:
   a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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 making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement;
   b. If any funds other than federal appropriated funds have been paid or will be paid 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 this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;
   c. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

II. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67

1. The applicant certifies that it and its principals:
   a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
   b. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
   c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
   d. Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default; and
2. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

III. DRUG-FREE WORKPLACE (SUB-GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for sub-grantees, as defined at 28 CFR Part 67

1. The applicant certifies that it will or will continue to provide a drug-free workplace by:
   a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sub-grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

b. Establishing an on-going drug-free awareness program to inform employees about
  - **i.** The dangers of drug abuse in the workplace;
  - **ii.** The sub-grantee's policy of maintaining a drug-free workplace;
  - **iii.** Any available drug counseling, rehabilitation, and employee assistance programs; and
  - **iv.** The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

d. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
  - **i.** Abide by the terms of the statement; and
  - **ii.** Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

e. Notifying the agency, in writing, within 10 calendar days after receiving notice from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to the Department of Homeland Security. Notice shall include the identification number(s) of each affected grant;

f. Taking one of the following actions, within 30 calendar days of receiving notice with respect to any employee who is so convicted
  - **i.** Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - **ii.** Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;

g. Making a good faith effort to continue to maintain a drug-free workplace.

IV. NON-SUPPLANTING CERTIFICATION

This certification affirms that grant funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Applicants or sub-grantees may be required to supply documentation certifying that a reduction in non-Federal resources occurred for reasons other than the receipt or expected receipt of Federal funds.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above assurances and certifications.

NAME: Cmdr. Lovering TITLE: Emergency Manager

SIGNATURE: [signature] DATE: 4/5/10

* Must be signed by the County Manager/Chief Financial Officer, the Tribal Chairman/designee or the state agency director as appropriate

NEVADA DEPARTMENT OF PUBLIC SAFETY
DIVISION OF EMERGENCY MANAGEMENT (DEM)
GRANT FINANCIAL AND PROGRAM ASSURANCES

These assurances are to specify the requirements for State, Local, Indian Tribal Governments, higher education, hospitals, and other non-profit organizations while performing the administrative functions for any federal grant funds. The applicant hereby assures compliance with the following conditions as part of the Notice of Grant Award:

I. FEDERAL SINGLE AUDIT

1. Sub-grantee's shall comply with the Federal Single Audit Act (31 U.S.C. par., 7501-7507), as amended by the Single Audit Act Amendments of 1996 (P.L. 104 to 156), the sub-grantee must have an annual audit conducted in accordance with OMB Circular A-133 if the sub-grantee expends more than $500,000 from federal awards. If the sub-grantee has expended more than $500,000 in federal dollars, a copy of the subrecipient's audit report for the previous fiscal year must be submitted to the Nevada Department of Public Safety for review within the earlier of 30 days after receipt of the auditor's report(s), or 13 months after the end of the audit period, unless a different period is specified in a program-specific audit guide. Unless restricted by law or regulation, the auditee shall make report copies available for public inspection.
   a. Required documentation for the performance of internal audits must be provided to the Division of Emergency Management (DEM) upon request within 30 days. Grant closeout is contingent upon the DEM audit and resolution of any discrepancies. Any non-submission of required internal audit documentation could result in the delay or non-payment of reimbursement requests, the deobligation of remaining Federal funds and/or jeopardize your eligibility to receive further Federal funding through DEM.
2. Sub-grantee's who expend less than the required $500,000 under the Federal Single Audit Act (31 U.S.C. par., 7501-7507), as amended by the Single Audit Act Amendments of 1996 (P.L. 104 to 156), which is incorporated into this agreement by reference, will provide to the State of Nevada Department of Public Safety uncertified financial statements, (financial statements without the opinion of an independent external auditor) including notes and a schedule of expenditures of federal awards for your fiscal year end, signed by the sub-grantee's executive management within the earlier of 30 days after receipt of the financial report(s), or nine months after the end of the reporting period.
3. Grant revenue and expenditure records and supporting documentation must be maintained and made available upon request to the DEM for desk review or onsite monitoring visit purposes.

II. FISCAL RESPONSIBILITY

1. Financial management must comply with the requirements of OMB Circular A-102 or 2 CFR, Part 215 (*A-110*), whichever is applicable to your organization, and which are incorporated into these assurances by reference.
2. All grant expenditures are to be reasonable and allowable in accordance with 2 CFR Part 220 (*A-87*), 2 CFR Part 225 (*A-122*) or 2 CFR Part 230 (*A-122*), whichever is applicable to your organization, and which are incorporated into these assurances by reference.
3. Payment made by the DEM to the sub-grantee shall be on a reimbursement basis only and is conditioned upon receipt of applicable, accurate and complete reimbursement and match supporting documentation to be submitted by the sub-grantee. All payments will be contingent upon receipt of all fiscal and programmatic reports required of the sub-grantee under these assurances.
   a. Supporting documentation shall include, but is not limited to invoices, documented program/project deliverables, travel claims, payment vouchers, payroll reports, staffing/volunteer timesheets, contracts, bid/procurement process documentation, lease agreements, agenda's, meeting attendance documentation, training documentation, After Action Reports (AAR), Authorized Equipment Lists (*AEL*), Central Contractor Registry (CCR), Excluded Parties Listing (*EPLS*) and must be cross referenced to approved budgets.

b. All equipment requested must be on the approved equipment list (*AEL*). The DEM will not reimburse for any equipment purchased which is not identified on the AEL list or is not on the approved Budget Detail Matrix.

4. The sub-grantee is aware of and shall comply with the cost-sharing requirements of the federal grant program (*if applicable*).
   a. Match supporting documentation must be kept in the same manner as reimbursement supporting documentation for grant funds and meet the following criteria for costs to be eligible as match:
      1. The costs must be allowable under the grant program.
      2. The costs must be in compliance with all Federal requirements and regulations (*i.e., 44 CFR Part 13 and 2 CFR Part 215, Part 225, Part 230 and OMB Circular A-102 as applicable to your organization*).
      3. The costs must be reasonable, allowable, allocable, and necessary.
      4. The following documentation is required for third-party cash and in-kind contributions, but is not limited to: Record of donor; Dates of donation; Rates for staffing, equipment or usage, supplies, etc.; Amounts of donation; and Deposit slips for cash contributions. According to 44 CFR § 13.24, this documentation is to be held at the applicant and sub-applicant level.
      5. Except as provided by Federal statute, a cost sharing or matching requirement may not be met by costs borne by another Federal grant or Federal funding.
      6. The source of the match funds must be identified in the grant application.
      7. Every item must be verifiable, i.e., tracked and documented.
      8. Any claimed cost share expense can only be counted once.
5. Sub-grantees will comply with the FEMA/Grant Programs Directorate policy regarding the use of preparedness grant funding for sustainment costs. Grant funds may be used to cover only those maintenance agreements, user fees, and other sustainment costs provided during the grant performance period in which the device was purchased.
6. Sub-grantees may not use future year preparedness grant funding to pay for additional agreements and user fees. All ongoing expenses after the performance period has expired are the responsibility of the grantee/sub-grantee and will not be paid for with FEMA preparedness grant funding.
   a. Sub-grantee's may use FEMA preparedness grant funding to pay for maintenance agreements, user fees, and other sustainment costs as long as:
      1. The equipment was purchased with FEMA preparedness grant funding.
      2. The sustainment costs fall within the performance period of the grant that was used to purchase the equipment.
   b. Sustainment costs are eligible under the equipment category unless the equipment is M&A related (grants management equipment).

III. FISCAL REPORTING RESPONSIBILITY

1. Quarterly financial reports with supporting documentation shall be submitted to the DEM within 30 days, but no later than 45 days following the close of each quarter of the sub-grant period. The final financial report must be submitted to the DEM no later than 60 days following the end of the sub-grant period. Late reports, unless approved by the DEM, could delay reimbursement or result in non-payment of the claim. All forms used for reporting are provided by the DEM. The submission of inaccurate or incomplete information with unapproved reporting documentation and/or templates will result in the rejection of the Quarterly report.

   As applicable for grant programs, reports consist of, but are not limited to:
   a. Division of Emergency Management Quarterly Financial Report
   b. Quarterly Progress Summary
   c. Program Narrative
   d. Approved Budget Detail Matrix
   e. Quarterly Project Plan/Work Plan (*EMPG*).

2. Sub-grantee understands that, except for extraordinary circumstances that will be handled on a case by case basis, requests to transfer funds between budget categories, or requests to purchase items not previously authorized will not be approved. Written approval must be obtained from the DEM prior to the transfer of funds between budget categories or the expenditure of funds for newly identified items. All requests must be submitted to the DEM on the approved Project Change Request form. The Project Change Request form must be accompanied by, but is not limited to, a Revised Budget Detail Matrix and written justification.

IV. FUNDS MANAGEMENT

1. The sub-grantee must maintain funds received under these assurances in separate ledger accounts and cannot mix these funds with other sources. The sub-grantee must manage funds according to applicable federal regulations for administrative requirements, costs principles and audits.
2. The sub-grantee must maintain adequate business systems to comply with Federal requirements. The business systems that must be maintained include, but are not limited to: Financial Management, Procurement, Personnel, Equipment, Property and Travel.
3. A system is adequate if it is 1) written; 2) consistently followed – it applies in all similar circumstances; and 3) consistently applied – it applies to all sources of funds.

V. PROGRAM RESPONSIBILITY

1. Quarterly program reports with supporting documentation shall be submitted to the DEM within 30 days, but no later than 45 days following the close of each quarter of the grant period. The final Program Report must be submitted to the DEM no later than 60 days following the end of the grant period. Late reports, unless approved by the DEM, could delay reimbursement. Late reports, unless approved by the DEM, could result in non-payment of the claim. All forms used for reporting are provided by the DEM. The submission of inaccurate or incomplete information and unapproved documentation will result in the rejection of the Quarterly final report.

   As applicable for grant programs, reports consist of, but are not limited to:
   - **a.** Division of Emergency Management Quarterly Financial Report
   - **b.** Quarterly Progress Summary
   - **c.** Program Narrative
   - **d.** Approved Budget Detail Matrix
   - **e.** Quarterly Project Plan
2. A completed Project Plan form shall be submitted to DEM prior to issuance of any sub-grant.
   - **a.** The project plan must clearly document all individual projects, milestones, tasks, deliverables and timelines, must support and be traceable to the approved Budget Detail Matrix and the federally approved Investment Justification.
   - **b.** Late submission could result in delay of reimbursement, and failure to comply could result in non-payment of reimbursement claims.
3. The Program Narrative for exercises shall address the following required elements of the Nevada Exercise Program (*contact the DEM for the Nevada Exercise Program instructions if applicable to your program*):
   - **a.** All training funded by DHS grants must be pre-approved by the State DEM Training Officer.
   - **b.** Annual participation in the Training and Exercise Plan Workshop (TEPW) to collaborate with all agencies in the development, planning and implementation of the Multi-Year Exercise and Training Plan (MYTEP) regarding training and exercise types, dates, locations, target capabilities, and/or Federal funding.
   - **c.** Each county-level jurisdiction will identify a National Exercise Schedule (NEXS) point of contact that will serve as the Exercise Scheduler. The county-level Scheduler will be responsible for the submission of all required exercise information to the NEXS website. This requires approval by the State Exercise Officer.
   - **d.** Electronic submission of the AAR/IP to the DEM within 60 days of the conduct of the exercise utilizing the DHS-approved format and process.
     1. One hard copy of the AAR/IP shall be submitted to the DEM Exercise Training Officer and one electronic copy of AAR/IP shall be submitted via the DHS Secure Portal in the Nevada Folder with an email notifying the State of Nevada Exercise Training Officer of the submission.

VI. EQUIPMENT MANAGEMENT

Effective control and accountability must be maintained for all equipment acquired with federal funds. The sub-grantee must adequately safeguard all such equipment and must assure that it is used solely for authorized purposes as described in the guidance. The sub-grantee will use, manage, and dispose of such property in accordance with 44 CFR Part § 13.32.

1. As required by 44 CFR Ch I, § 13.32 Equipment, the Division of Emergency Management, for compliance monitoring purposes as policy for all state agency sub-grantees equipment/asset management internal controls/policies and procedures will follow the regulatory compliance of the Nevada SAM 1544.0, NRS 354.625 and NRS 333.220, which applies a state mandated $1,000.00 per unit threshold.
2. As required by 44 CFR Ch I, § 13.32 Equipment, all other Local, Indian Tribal Governments, higher education, hospitals, and other non-profit sub-grantees for compliance monitoring purposes as policy will follow the regulatory compliance of 44 CFR Ch I, § 13.32 which applies a federally mandated $5,000.00 per unit threshold.
3. Accurate records maintained on all acquisitions and dispositions of property acquired with Federal awards.
4. Federally funded equipment records must contain description (including serial number or other identification number), source, who holds title, acquisition date and cost, percentage of Federal participation in the cost, location, condition, and disposition data.
5. Property tags are placed on equipment.
6. At a minimum, a physical inventory of the Federally funded property must be taken and reconciled with the property records at least once every two years in accordance with 44 CFR Part § 13 or by jurisdictional regulation or guidance.
7. Procedures established to ensure that the Federal awarding agency is appropriately reimbursed for dispositions of property acquired with Federal awards.
   a. When the equipment is no longer needed, the grantee or sub-grantee will request disposition instructions from the Federal agency.
   b. Items of equipment with a current per-unit fair market value of less than $5,000 may be retained, sold or otherwise disposed of with no further obligation to the federal awarding agency.
   c. Items of equipment with a current per unit fair market value in excess of $5,000 may be retained or sold and the federal awarding agency shall have a right to an amount calculated by multiplying the current market value or proceeds from sale by the federal awarding agency's share (*the Federal percentage of participation*) of the equipment.
8. Policies and procedures in place for responsibilities of recordkeeping and authorities for disposition.

VII. SUB-GRANTEE MONITORING

The sub-grantee agrees to participate in annual monitoring visits and to follow up and take corrective action on all identified non-conformances and observations with action which includes, but is not limited to; the submission and implementation of corrective action plans to the DEM.

1. The sub-grantee is responsible for follow-up and corrective action on all non-conformances and observations with action from the DEM.
2. The sub-grantee shall prepare a corrective action plan(s) for identified non-conformances and observations with action.
3. The sub-grantee will implement the approved corrective action plan(s) for non-conformances and observations with action.

VIII. OWNERSHIP OF INFORMATION, PRINTED AND PUBLISHED MATERIAL

1. Any publication, invention, patent, photograph, negative, book, drawing, record, document, or other material prepared by the sub-grantee in the performance of its obligations under this grant shall be the exclusive property of the State of Nevada and all such material shall be returned to the state upon completion or termination of this grant.
2. Whenever possible equipment, real property, Public Service Announcement's etc. should reflect, "made possible by the Nevada Department of Public Safety Division of Emergency Management and paid for by FEMA/DHS."

IX. INDEMNIFICATION

1. Sub-grantee agrees to indemnify, save and hold the state, its agents and employees harmless from any and all claims, causes of action or liability arising from the performance of this agreement by sub-grantee, its agents or employees.

X. CONFIDENTIALITY OF RECORDS

1. If this grant funds any form of written or visual material that identifies employees of the DEM, prior approval must be obtained from the DEM before publishing or finalization.

XI. ASSIGNMENT AND DELEGATION

1. The sub-grantee shall neither assign, transfer nor delegate any rights, obligations or duties under this Notice of Grant Award without prior approval of the DEM

XII. DEBARMENT CERTIFICATION

1. The sub-grantee agrees to comply with the Federal Debarment and Suspension regulations as outlined in the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions".

XIII. CONTRACTORS

1. The sub-grantee may enter into written contract(s) for products and/or services pertaining to its functions under the grant award in accordance with terms established in the State of Nevada procurement policy, OMB Circulars, the DHS Financial Management Guide, and the DHS Program Guides.
2. The sub-grantee agrees and understands that no contract that the sub-grantee enters into with respect to performance under the grant award shall in any way relieve the sub-grantee of any responsibilities for performance if its duties.

XIV. NATIONAL INCIDENT MANAGEMENT MANAGMENT SYSTEM (NIMS)

1. The Department of Homeland Security released the National Incident Management System (NIMS) as required by Homeland Security Presidential Directive (HSPD) 8 Management of Domestic Incidents and Preparedness. HSPD-5 established and designated the National Integration Center (NIC) Incident Management Systems Division as the lead federal entity to coordinate NIMS compliance.
2. To be eligible to receive grant funding, applicants must meet NIMS compliance requirements. State, Territory, Tribal, and local governments are considered to be in full NIMS compliance if they have adopted and/or implemented compliance activities, as determined by the National Incident Management System Capability Assessment Support Tool (NIMSCAST) or other accepted means. Additional information on achieving compliance is available at http://www.fema.gov/emergency/nims/

XV. APPLICABLE FEDERAL REGULATIONS

The sub-grantee must comply with the Office of Management and Budget (*OMB)* Circulars and other federal guidance including but not limited to:

1. Grant Program Guidance issued by the U.S. Department of Homeland Security, at http://www.fema.gov/government/grant/index.shtm
2. OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, at http://www.whitehouse.gov/omb/circulars_a133/
3. OMB Circular A-102, Grants and Cooperative Agreements with State and Local Governments, at http://www.whitehouse.gov/omb/circulars_a102/
4. 2 CFR, Part 215, Uniform administrative requirements for grants and agreements with institutions of higher education, hospitals, and other non-profit organizations (*OMB A–110*), at http://www.whitehouse.gov/omb/assets/omb/circulars/a110/2cfr215-0.pdf
5. 2 CFR Part 220, Cost Principles for Educational Institutions (*OMB A-21*), at http://www.whitehouse.gov/omb/assets/omb/fedreg/2005/083105_a21.pdf
6. 2 CFR Part 225, Cost Principles for State, Local, and Indian Tribal Governments (*OMB A–87*), at http://www.whitehouse.gov/omb/assets/omb/fedreg/2005/083105_a87.pdf
7. 2 CFR Part 230, Cost Principles for Non-Profit Organizations (*OMB A–122*), at http://www.whitehouse.gov/omb/assets/omb/fedreg/2005/083105_a122.pdf
8. 44 CFR Part 13, Emergency Management and Assistance, at http://www.access.gpo.gov/nara/cfr/waisidx_08/44cfr13_08.html
9. U.S. Department of Homeland Security Authorized Equipment List (AEL) available at https://www.rkb.us/mel.cfm?subtypeid=549

XVI. TERMINATION

The DEM retains the right to terminate this sub-grant, for cause, at any time before completion of the grant period when it has determined that the sub-grantee has failed to comply with the conditions of these assurances.

1. The DEM reserves the right to terminate the grant in whole or in part due to the failure of the sub-grantee to comply with any term or condition of the signed and agreed upon assurances, failure to communicate with or respond to any State Administrative Agency (SAA) request or communication, to acquire and maintain all required insurance policies, bonds, licenses, permits and certifications or to make satisfactory progress in performing the program, financial and administrative requirements of the grant.
2. The DEM staff shall provide written notice of the termination and the reasons for such actions to the sub-grantee.
3. The DEM may, upon termination of the award, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under the award. The sub-grantee shall be liable to the DEM for any excess costs incurred by the DEM in procuring materials or services in substitution for those due from the sub-recipient.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above assurances and certifications.

NAME: Carolyn Levering TITLE: Emergency Manager

SIGNATURE: _____ DATE: 4/5/10

* Must be signed by the County Manager/Chief Financial Officer, the Tribal Chairman/designee or the state agency director as appropriate

City of Las Vegas Agenda Item No.: **15.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 5, 2010

DEPARTMENT: ADMINISTRATIVE SERVICES
DIRECTOR: TED J. OLIVAS ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of a subgrant agreement with the State of Nevada, State Health Department, for receipt of funds to assist in the upgrade of software and equipment for the Emergency Notification System in the amount of $24,496 - All Wards

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**

☐ **Budget Funds Available**

Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
The subgrant funding enables the City of Las Vegas to recover a portion of the cost incurred by the Office of Emergency Management for the upgrading of the Emergency Management Notification System. This system is used to notify staff, elected officials and the community of significant (emergency) events.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
State Health Department Subgrant

Department of Health and Human Services Health Division #: 10093

HEALTH DIVISION

(hereinafter referred to as the DIVISION)

Program #: ASPR08-09
Budget Account #: 3218
Category #: 23
GL #: 8526

NOTICE OF SUBGRANT AWARD

Program Name: Public Health Preparedness Health Planning & Emergency Response Nevada State Health Division	**Subgrantee Name**: City of Las Vegas – Office of Emergency Management
Address: 4150 Technology Way, Suite #200 Carson City, NV 89706-2009	**Address:** 400 Stewart Avenue Las Vegas, NV 89101
Subgrant Period: Upon approval of all parties through June 30, 2010	**Subgrantees:** EIN#: 88-6000198 Vendor#: T40277602 Dun & Bradstreet #: 030381610

Reason for Award: FY2009 ASPR Hospital Preparedness Program

County(ies) to be served: ( ) Statewide (X) Specific county or counties: Clark County

Approved Budget Categories:

1. Personnel	$	
2. Contractual/Consultant	$	
3. Travel	$	
4. Supplies	$	
5. Equipment	$	
6. Other	$	24,496
7. Indirect	$	
Total Cost	$	24,496

Disbursement of funds will be as follows:
Payment will be made upon receipt and acceptance of an invoice and supporting documentation specifically requesting reimbursement for actual expenditures *specific to this subgrant*. Total reimbursement will not exceed **$24,496** during the subgrant period.

Source of Funds:	% of Funds:	CFDA#:	Federal Grant #:
1. ASPR Hospital Preparedness Program	100%	93.889	1 U3REP090220-01-00

Terms and Conditions
In accepting these grant funds, it is understood that:
1. Expenditures must comply with appropriate state and/or federal regulations.
2. This award is subject to the availability of appropriate funds.
3. Recipient of these funds agrees to stipulations listed in Sections A, B, and C of this subgrant award.

	Signature	Date
Authorized Sub-grantee Official City of Las Vegas		
Jennifer Dunaway Health Program Manager, PHP		
Kyle Devine, MSW Health Program Manager II, PHP		
Richard Whitley, MS Administrator, Health Division		

APPROVED AS TO FORM:
4/22/10
Date

HEALTH DIVISION
NOTICE OF SUBGRANT AWARD
SECTION A
Assurances

As a condition of receiving subgranted funds from the Nevada State Health Division, the Subgrantee agrees to the following conditions:

1. Subgrantee agrees grant funds may not be used for other than the awarded purpose. In the event Subgrantee expenditures do not comply with this condition, that portion not in compliance must be refunded to the Health Division.

2. Subgrantee agrees to submit reimbursement requests for only expenditures approved in the spending plan. Any additional expenditure beyond what is allowable based on approved categorical budget amounts, without prior written approval by the Health Division, may result in denial of reimbursement.

3. Approval of subgrant budget by the Health Division constitutes prior approval for the expenditure of funds for specified purposes included in this budget. Unless otherwise stated in the Scope of Work the transfer of funds between budgeted categories without written prior approval from the Health Division is not allowed under the terms of this subgrant. Requests to revise approved budgeted amounts must be made in writing and provide sufficient narrative detail to determine justification.

4. Recipients of subgrants are required to maintain subgrant accounting records, identifiable by subgrant number. Such records shall be maintained in accordance with the following:
    a. Records may be destroyed not less than three years (unless otherwise stipulated) after the final report has been submitted if written approval has been requested and received from the Administrative Services Officer of the Health Division. Records may be destroyed by the Subgrantee five (5) calendar years after the final financial and narrative reports have been submitted to the Health Division.
    b. In all cases an overriding requirement exists to retain records until resolution of any audit questions relating to individual subgrants.

    Subgrant accounting records are considered to be all records relating to the expenditure and reimbursement of funds awarded under this Subgrant Award. Records required for retention include all accounting records and related original and supporting documents that substantiate costs charged to the subgrant activity.

5. Subgrantee agrees to disclose any existing or potential conflicts of interest relative to the performance of services resulting from this subgrant award. The Health Division reserves the right to disqualify any grantee on the grounds of actual or apparent conflict of interest. Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of interest will automatically result in the disqualification of funding.

6. Subgrantee agrees to comply with the requirements of the Civil Rights Act of 1964, as amended, and the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offer for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions).

7. Subgrantee agrees to comply with the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted there under contained in 28 CFR 26.101-36.999 inclusive, and any relevant program-specific regulations.

8. Subgrantee agrees to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996, 45 C.F.R. 160, 162 and 164, as amended. If the subgrant award includes functions or

activities that involve the use or disclosure of Protected Health Information, the Subgrantee agrees to enter into a Business Associate Agreement with the Health Division, as required by 45 C.F.R 164.504 (e).

9. Subgrantee certifies, by signing this subgrant, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67 § 67.510, as published as pt. VII of May 26, 1988, Federal Register (pp.19150-19211). This provision shall be required of every Subgrantee receiving any payment in whole or in part from federal funds.

10. Subgrantee agrees, whether expressly prohibited by federal, state, or local law, or otherwise, that no funding associated with this subgrant will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:
    a. any federal, state, county or local agency, legislature, commission, council, or board;
    b. any federal, state, county or local legislator, commission member, council member, board member, or other elected official; or
    c. any officer or employee of any federal, state, county or local agency, legislature, commission, council, or board.

11. Health Division subgrants are subject to inspection and audit by representatives of the Health Division, Nevada Department of Health and Human Services, the State Department of Administration, the Audit Division of the Legislative Counsel Bureau or other appropriate state or federal agencies to
    a. verify financial transactions and determine whether funds were used in accordance with applicable laws, regulations and procedures;
    b. ascertain whether policies, plans and procedures are being followed;
    c. provide management with objective and systematic appraisals of financial and administrative controls, including information as to whether operations are carried out effectively, efficiently and economically; and
    d. determine reliability of financial aspects of the conduct of the project.

    Any audit of Subgrantee's expenditures will be performed in accordance with Generally Accepted Government Auditing Standards to determine there is proper accounting for and use of subgrant funds. It is the policy of the Health Division (as well as a federal requirement as specified in the Office of Management and Budget (OMB) Circular A-133 [Revised June 27th, 2003]) that each grantee annually expending $500,000 or more in federal funds have an annual audit prepared by an independent auditor in accordance with the terms and requirements of the appropriate circular. A COPY OF THE FINAL AUDIT REPORT MUST BE SENT TO THE NEVADA STATE HEALTH DIVISION, ATTN: ADMINISTRATIVE SERVICES OFFICER IV, 4150 TECHNOLOGY WAY, SUITE 300, CARSON CITY, NEVADA 89706-2009, within nine (9) months of the close of the Subgrantee's fiscal year.

HEALTH DIVISION
NOTICE OF SUBGRANT AWARD
SECTION B
Description of services, scope of work, deliverables and reimbursement

City of Las Vegas – Office of Emergency Management (LV-OEM), hereinafter referred to as Subgrantee, agrees to provide the following services and reports according to the identified timeframes:

- As the Nevada State Health Division and the City of Las Vegas currently have a Memorandum of Agreement, allowing the Nevada State Health Division to use the Las Vegas Office of Emergency Management Communicator NXT system as the statewide Health Alert Network (HAN), this subgrant is being awarded to provide for necessary upgrading of the system to better meet the needs of the Health Division. This upgrade includes adding mobile email confirmation and faxing capabilities to the current system as well as upgrading from analog communication lines to digital. The scope of work for the systems upgrade is as follows:

    - Upgrade Communicator NXT from version 2.x to 4.x (hardware/SQL not included)
    - Upgrade 24 Ports from analog to digital (Upgrade includes What's New in 4.s webinar class – up to 6 seats)
    - Provide 4 expansion Ports
    - Upgrade to a D240JCT-T1 (JCT T1 card)
    - Purchase a VFX/JCT – LS to add faxing capabilities

- Written confirmation of the executed upgrades will be provided on or before July 1, 2010

- Additional information may be requested by the Health Division, as needed, due to evolving state and federal reporting requirements.

- Identify the source of funding on all printed documents purchased or produced within the scope of this subgrant, using a statement similar to: "This publication (journal, article, etc.) was supported by the Nevada State Health Division through Grant Number 1 U3REP090220-01-00 from Assistant Secretary for Preparedness and Response (ASPR). Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the Nevada State Health Division or the Assistant Secretary for Preparedness and Response (ASPR)."

Any activities performed under this subgrant shall acknowledge the funding was provided through the State Health Division by Grant Number 1 U3REP090220-01-00 from the Assistant Secretary for Preparedness and Response (ASPR).

(Continued on next page)

Subgrantee agrees to adhere to the following budget:

1. Personnel	$		
2. Contractual/ Consultant	$		
3. Travel	$		
4. Supplies	$		
5. Equipment	$		
6. Other	$	24,496	Upgrade Communicator NXT from version 2.x to 4.x, Upgrade 24 Ports from analog to digital, Provide 4 expansion Ports, Upgrade to a D240JCT-T1 (JCT T1 card), Purchase a VFX/JCT-LS to add faxing capabilities
7. Indirect	$		
Total Cost	$	24,496	

- Health Division policy is to allow no more than 10% flexibility (no more than a cumulative amount of $2,449.60), within approved Scope of Work, unless otherwise authorized. Upon reaching the 10% funding adjustment threshold, additional adjustments between categories cannot be made without prior written approval from the Health Division. Changes to the Scope of Work cannot be made without prior approval from the Health Division and the federal funding agency.

- Equipment purchased with these funds belongs to the federal program from which this funding was appropriated and shall be returned to the program upon termination of this agreement.

- Travel expenses, per diem, and other related expenses must conform to the procedures and rates allowed for State officers and employees. It is the Policy of the Board of Examiners to restrict contractors/subgrantees to the same rates and procedures allowed State Employees. The State of Nevada reimburses at rates comparable to the rates established by the US General Services Administration, with some exceptions (State Administrative Manual 0200.0 and 0320.0).

Subgrantee agrees to request reimbursement according to the schedule specified below for the actual expenses incurred related to the Scope of Work during the subgrant period.

- Requests for Reimbursement will be accompanied by supporting documentation, including a line item description of expenses incurred, summarizing the total amount and type of expenditures made during the reporting period.

- Requests for Reimbursements will be submitted monthly.

- Submit monthly Requests for Reimbursement no later than 15 days following the end of the month; submit a Request for Reimbursement for activities completed through the month of June no later than July 15, 2010.

- Additional expenditure detail will be provided upon request from the Division.

- The maximum amount of funding available through this subgrant is $24,496.

Additionally, the subgrantee agrees to provide:

- Provide a copy of all plans developed and all After Action Reports (AAR) for exercises within 45 days of completion.

- Provide a complete financial accounting of all expenditures to the Health Division within 30 days of the CLOSE OF THE SUBGRANT PERIOD. Any un-obligated funds shall be returned to the Health Division at that time, or if not already requested, shall be deducted from the final award.

The Nevada State Health Division agrees:

- Review and approve activities through programmatic and fiscal reports and conduct site visits at the Subgrantee's physical site as necessary.

- Provide reimbursements, not to exceed a total of $24,496 for the entire subgrant period.

- Provide technical assistance, upon request from the Subgrantee.

- Reserve the right to hold reimbursement under this subgrant until any delinquent forms and reports are submitted and accepted by the Health Division.

Both parties agree:

- Based on the bi-annual narrative progress and financial reporting forms, as well as site visit findings, if it appears to the Health Division that activities will not be completed in time specifically designated in the Scope of Work, or project objectives have been met at a lesser cost than originally budgeted, the Health Division may reduce the amount of this subgrant award and reallocate funding to other preparedness priorities within the state. This includes but is not limited to:

    - Reallocating funds between the subgrantee's categories, and

    - Reallocating funds to another subgrantee or funding recipient to address other identified PHP priorities, by removing it from this agreement through a subgrant amendment,

All reports of expenditures and requests for reimbursement processed by the Health Division are SUBJECT TO AUDIT.

This subgrant agreement may be TERMINATED by either party prior to the date set forth on the Notice of Subgrant Award, provided the termination shall be not be effective until 30 days after a party has served written notice upon the other party. This agreement may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Agreement shall be terminated immediately if for any reason the Health Division, state, and/or federal funding ability to satisfy this Agreement is withdrawn, limited, or impaired.

HEALTH DIVISION
NOTICE OF SUBGRANT AWARD
SECTION C
Financial Reporting Requirements

- A Request for Reimbursement is due on a **monthly** basis, based on the terms of the subgrant agreement, no later than the 15th of the month.
- Reimbursement is based on **actual** expenditures incurred during the period being reported.
- Payment will not be processed without all reporting being current.
- Reimbursement may only be claimed for expenditures approved within the Notice of Subgrant Award.
- **PLEASE REPORT IN DOLLARS and CENTS (No Rounding)**

Provide the following information on the top portion of the form: Subgrantee name and address where the check is to be sent, Health Division (subgrant) number, Bureau program number, draw number, employer I.D. number (EIN) and Vendor number.

An explanation of the form is provided below.

A. Approved Budget: List the approved budget amounts in this column by category.

B. Total Prior Requests: List the **total** expenditures for all previous reimbursement periods in this column, for each category, by entering the numbers found on Lines 1-8, Column D on the **previous** Request for Reimbursement/Advance Form. If this is the first request for the subgrant period, the amount in this column equals zero.

C. Current Request: List the **current** expenditures requested at this time for reimbursement in this column, for each category.

D. Year to Date Total: Add Column B and Column C for each category.

E. Budget Balance: Subtract Column D from Column A for each category.

F. Percent Expended: Divide Column D by Column A for each category and total. Monitor this column; it will help to determine if/when an amendment is necessary. Amendments MUST be completed (including all approving signatures) 30 days **prior** to the end of the subgrant period.

**** An Expenditure Report/Backup that summarizes, by expenditure GL, the amounts being claimed in column 'C' is required.***

Nevada Department of Health and Human Services

Health Division # 10093
Bureau Program # ASPR08-09
GL # 8526
Draw #:

HEALTH DIVISION

REQUEST FOR REIMBURSEMENT / ADVANCE

Program Name:	**Subgrantee Name:**
Public Health Preparedness Health Planning & Emergency Response	City of Las Vegas - Office of Emergency Mgmt
Address: 4150 Technology Way, Suite 200 Carson City, NV 89706	**Address:** 400 Stewart Avenue Las Vegas, NV 89101
Subgrant Period: August 9, 2009 through August 8, 2010	**Subgrantee EIN#:** 88-6000198 **Subgrantee Vendor#:** **Dun & Bradstreet #:** 30381610

FINANCIAL REPORT AND REQUEST FOR FUNDS

(report in dollars and cents; must be accompanied by expenditure report/back-up)

Month(s): **Calendar Year:**

	Approved Budget Category	A Approved Budget	B Total Prior Requests	C Current Request	D Year To Date Total	E Budget Balance	F Percent Expended
1	Personnel	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	0%
2	Contract/Consultant	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	0%
3	Travel	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	0%
4	Supplies	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	0%
5	Equipment	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	0%
6	Other	$ 24,496.00	$ 0.00	$ 0.00	$ 0.00	$ 24,496.00	0%
7	Indirect	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	0%
8	**Total**	$ 24,496.00	$ 0.00	$ 0.00	$ 0.00	$ 24,496.00	0%

This report is true and correct to the best of my knowledge.

Authorized Signature Title Date

Reminder: Request for Reimbursement cannot be processed without an expenditure report/backup. Reimbursement is only allowed for items contained within Subgrant Award documents. If applicable, travel claims must accompany report.

FOR HEALTH DIVISION USE ONLY

Program contact necessary? _____ Yes _____ No Contact Person: _____

Reason for contact: _____

Fiscal review/approval date: _____ Signed: _____

Scope of Work review/approval date: _____ Signed: _____

ASO or Bureau Chief (as required): _____ Date: _____

City of Las Vegas Agenda Item No.: **16.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 5, 2010

DEPARTMENT: FIELD OPERATIONS
DIRECTOR: LARRY HAUGSNESS ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of a First Amendment to Property Conveyance and Construction Agreement between the City of Las Vegas and the Sun City Summerlin Community Association, Inc. for the construction of a fire station located at Del Webb Boulevard and Sundial Drive, APN 138-17-310-001 - Ward 4 (Anthony)

Fiscal Impact

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

PURPOSE/BACKGROUND:
On March 3, 2010 City Council approved a Property Conveyance and Construction Agreement for the construction of a fire station in the immediate area of Sun City Summerlin. In exchange the City will accept conveyance of the Sun City Summerlin owned and maintained landscaped areas along Cheyenne Avenue between Rampart Boulevard and the 215 Beltway. This First Amendment provides for the recordation of the Agreement and a certain date in which the Agreement must be recorded and if not recorded on or before that date, the Agreement shall be terminated.

RECOMMENDATION:
Staff recommends approval

BACKUP DOCUMENTATION:
First Amendment to Property Conveyance and Construction Agreement

FIRST AMENDMENT TO PROPERTY CONVEYANCE AND CONSTRUCTION AGREEMENT BETWEEN THE CITY OF LAS VEGAS AND THE SUN CITY SUMMERLIN COMMUNITY ASSOCIATION, INC.

This First Amendment to Property Conveyance and Construction Agreement ("First Amendment") is made and entered into this _____ day of April, 2010 by and between the City of Las Vegas ("City") and the Sun City Summerlin Community Association, Inc. ("SCSCAI"). The City and SCSCAI are sometimes referred to herein as the "Parties".

On or about March 3, 2010, the City and SCSCAI entered into a Property Conveyance and Construction Agreement ("Agreement") providing for, among other things, the sale and transfer to the City from SCSCAI of certain real property as particularly described in the Agreement.

The City and SCSCAI now desire to amend that Agreement so as to provide for the recordation of the Agreement and a certain date in which the Agreement must be recorded and if not recorded on or before that date, the Agreement shall be terminated, rendered void and of no further legal force and effect.

Therefore, in consideration of the mutual benefits occurring to both the City and SCSCAI, the Parties agree that the Agreement shall be recorded in the Office of the County Recorder of Clark County, Nevada as soon as practical. The Parties further agree that the signature page of the Agreement shall be appropriately modified and re-signed by the Parties so as to allow for proper recordation. The Parties further agree that if the Agreement is not recorded in the Office of the County Recorder of Clark County, Nevada on or before October 1, 2010, the Agreement shall be terminated, be rendered void and of no further legal force and effect.

Accordingly a new paragraph, being Section "VII" paragraph "P", is hereby added to the Agreement which paragraph provides as follows:

"P. Recordation. This Agreement shall be recorded in the Office of the County Recorder of Clark County, Nevada on or before October 1, 2010 or this Agreement shall be terminated, rendered void and of no further legal force and affect."

IN WITNESS WHEREOF, the Parties have executed this First Amendment as of the day and year first above written.

SUN CITY SUMMERLIN COMMUNITY ASSOCIATION, INC.

By: _____

Its: President

LORIN MARTIN
Notary Public State of Nevada
No. 94-4217-1
My appt. exp. July 10, 2012

County of Clark)
State of Nevada)

Subscribed and Sworn Before Me On April 8, 2010 (date)
By David W. Steinman
Notary Public: Lorin Martin

CITY OF LAS VEGAS

By: _____
OSCAR B. GOODMAN, Mayor

County of Clark)
State of Nevada)

Subscribed and Sworn Before Me On _____ (date)
By _____
Notary Public: _____

ATTEST:

_____
BEVERLY BRIDGES, MMC, City Clerk

County of Clark)
State of Nevada)

Subscribed and Sworn Before Me On _____ (date)
By _____
Notary Public: _____

APPROVED AS TO FORM:

_____
JAMES B. LEWIS
DEPUTY CITY ATTORNEY

City of Las Vegas Agenda Item No.: **17.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 5, 2010

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: $86,017,903.06
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 04/01/10-04/15/10

City of Las Vegas

Summary of Cash Expenditures

For period of 4/1-15/10

Total Services & Materials Checks :	**$8,761,599.16**
Total Services & Materials EFT Payments :	**$1,668,883.10**
Total Wire Transfers:	**$68,584,816.75**
Total Payroll Checks:	**$7,002,604.05**
Grand Total:	**$86,017,903.06**

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
Chief Financial Officer

Beverly K. Bridges, MMC
City Clerk

On May 5, 2010, the City Council approved the above cash expenditures.

Oscar B. Goodman
Mayor

City of Las Vegas Agenda Item No.: **18.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 5, 2010

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: MARK R. VINCENT ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of a Special Event Alcoholic Beverage License for A Time in History Inc, Location: Helldorado, 713 Stewart Avenue, Dates: May 13 - 16, 2010, Type: Special Event Beer/Wine, Event: Helldorado Rodeo Event, Responsible Person in Charge: Lori Yerger - Ward 5 (Barlow)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Approval of a Special Event Alcoholic Beverage License. Event times are 4:00 p.m. - 12:00 a.m. Estimated attendance is 800. Security provided by City of Las Vegas Marshals.

RECOMMENDATION:
Recommend approval.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **19.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 5, 2010

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: MARK R. VINCENT ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of a Special Event Alcoholic Beverage License for Gods Art Gallery, Location: 1302 South 3rd Street, Date: May 7, 2010, Type: Special Event General, Event: Gypsy Friday, Responsible Person in Charge: Hans Cewe - Ward 3 (Reese)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Approval of a Special Event Alcoholic Beverage License. Event time is 6:00 p.m. - 12:00 a.m. Estimated attendance is 400. Security provided by in house staff.

RECOMMENDATION:
Recommend approval.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **20.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 5, 2010

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: MARK R. VINCENT ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of a Special Event Alcoholic Beverage License for Ricardo's Mexican Restaurant, Location: Richard Harris Law Firm, 801 South 4th Street, Date: May 7, 2010, Type: Special Event General, Event: Cinco de Mayo Event, Responsible Person in Charge: Carlos Gomez - Ward 3 (Reese)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Approval of a Special Event Alcoholic Beverage License. Event time is 5:30 p.m. – 8:30 p.m. Estimated attendance is 350. Security provided by Las Vegas Metropolitan Police Department.

RECOMMENDATION:
Recommend approval.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **21.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 5, 2010

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: MARK R. VINCENT ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of a Special Event Alcoholic Beverage License for Southern Nevada Center for the Arts, Location: 1310 South 3rd Street, Date: May 7, 2010, Type: Special Event General, Event: Art and Music Exhibit, Responsible Person in Charge: Gaston Santos - Ward 3 (Reese)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Approval of a Special Event Alcoholic Beverage License. Event time is 7:00 p.m. - 11:30 p.m. Estimated attendance is 300. Security provided by in house staff.

RECOMMENDATION:
Recommend approval.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **22.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 5, 2010

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: MARK R. VINCENT ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of a Special Event Alcoholic Beverage License for Southern Nevada Center for the Arts, Location: 1310 South 3rd Street, Date: May 21, 2010, Type: Special Event General, Event: Art and Music Exhibit, Responsible Person in Charge: Gaston Santos - Ward 3 (Reese)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Approval of a Special Event Alcoholic Beverage License. Event time is 11:00 a.m. - 11:30 p.m. Estimated attendance is 300. Security provided by in house staff.

RECOMMENDATION:
Recommend approval.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **23.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 5, 2010

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: MARK R. VINCENT ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of a Special Event Alcoholic Beverage License for Southern Nevada Center for the Arts, Location: 1310 South 3rd Street, Date: May 31, 2010, Type: Special Event General, Event: Memorial Day Art & Music Exhibit, Responsible Person in Charge: Gaston Santos - Ward 3 (Reese)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Approval of a Special Event Alcoholic Beverage License. Event time is 11:00 a.m. - 10:00 p.m. Estimated attendance is 300. Security provided by in house staff.

RECOMMENDATION:
Recommend approval.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **24.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 5, 2010

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: MARK R. VINCENT ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of a Special Event Alcoholic Beverage License for Southern Nevada Center for the Arts, Location: 1310 South 3rd Street, Dates: June 4 & 5, 2010, Type: Special Event General, Event: Art & Music Exhibit, Responsible Person in Charge: Gaston Santos - Ward 3 (Reese)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Approval of a Special Event Alcoholic Beverage License. Event times are 7:00 p.m. - 2:00 a.m. Estimated attendance is 300. Security provided by in house staff.

RECOMMENDATION:
Recommend approval.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **25.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 5, 2010

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: MARK R. VINCENT ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of an extension of a Temporary Beer/Wine/Cooler On-sale License, Lil Vento's II, LLC, dba Carmine's Pizza Kitchen, 2211 South Maryland Parkway, Suite A, Carmine Vento and Ann M. Vento Revocable Family Trust, Mmbr, 100%, Carmine Vento, Trustee, Mgr and Ann M. Vento, Trustee - Ward 3 (Reese)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Approval of an extension of a Temporary Beer/Wine/Cooler On-sale License.

RECOMMENDATION:
Recommend approval of an extension of the temporary license with the authority of the director or designee to issue a permanent license upon receipt of a favorable investigative report.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **26.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 5, 2010

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: MARK R. VINCENT ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of an extension of a Temporary Beer/Wine/Cooler On-sale License for a Change of Ownership, From: Food Express Inc., To: MA Food Express LLC, dba Food Express, 2003 South Decatur Boulevard, Suites B & C, Francis K. Leung, Mgr, 50% and Kon H. Ma, Mgr, 50% - Ward 1 (Tarkanian)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Approval of an extension of a Temporary Beer/Wine/Cooler On-sale License for a Change of Ownership.

RECOMMENDATION:
Recommend approval of an extension of the temporary license with the authority of the director or designee to issue a permanent license upon receipt of a favorable investigative report.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **27.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 5, 2010

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: MARK R. VINCENT ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of a Change of Ownership for a Package License subject to Health Dept. regulations, From: Lino and Antonette Croaro, To: Jones Feed and Tack, LLC, dba Jones Feed & Tack, 6515 West Lone Mountain Road, Lino Croaro, Mgr and Antonette Croaro, Mgr 100% jointly with spouse - Ward 6 (Ross)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Approval of a Change of Ownership for a Package License.

RECOMMENDATION:
Recommend approval subject to Health Dept. regulations.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **28.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 5, 2010

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: MARK R. VINCENT ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of a new Beer/Wine/Cooler On-sale License subject to the provisions of the fire code and Health Dept. regulations, Yeonmun, Inc., dba The Sushi, 8427 West Lake Mead Boulevard, Yeon Suk Mun, Pres, 100% - Ward 4 (Anthony)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Approval of a new Beer/Wine/Cooler On-sale License.

RECOMMENDATION:
Recommend approval subject to the provisions of the fire code and Health Dept. regulations.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **29.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 5, 2010

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: MARK R. VINCENT ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of an extension of a Temporary Package License and a Temporary Wine/Beer/Cordial/Liqueur Tasting License for a Change of Business Name, Change of Location, and Change of Ownership, From: The Vons Companies Inc., dba Vons 2195, 6000 West Cheyenne Avenue, To: Nevada Fine Wine & Spirits LLC, dba Total Wine & More, 730 South Rampart Boulevard, David Trone, Mgr, 5%, Robert Trone, 5%, SPT 2005 Trust, 45%, JET 2008 Receiving Trust, 11.25%, NRT 2008 Receiving Trust, 11.25%, NRT 208 Receiving Trust, 11.25%, and RJT 2008 Receiving Trust, 11.25% - Ward 2 (Wolfson)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Approval of an extension of a Temporary Package License and a Temporary Wine/Beer/Cordial/Liqueur Tasting License for a Change of Business Name, Change of Location, and Change of Ownership.

RECOMMENDATION:
Recommend approval of an extension of the temporary license with the authority of the director or designee to issue a permanent license upon receipt of a favorable investigative report.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **30.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 5, 2010

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: MARK R. VINCENT ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of an extension of a Temporary Locksmith License, A1 Fox Locksmith Inc, dba A1 Fox Locksmith Inc, 2222 West Bonanza Road, Suite C, Jackie Z. Baker, Pres, 100% - Ward 5 (Barlow)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Approval of an extension of a Temporary Locksmith License.

RECOMMENDATION:
Recommend approval of an extension of the temporary license with the authority of the director or designee to issue a permanent license upon receipt of a favorable investigative report.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **31.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 5, 2010

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: MARK R. VINCENT ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of an extension of a Temporary Class II Secondhand Dealer License, As They Grow, LLC, dba As They Grow, 3075 East Flamingo Road, Suite 110A, Lisa M. Deluca, Managing Mmbr, Lisa B. Renteria, Managing Mmbr, and Leslie Ann D. Stewart, Managing Mmbr - County

Fiscal Impact

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

PURPOSE/BACKGROUND:
Approval of an extension of a Temporary Class II Secondhand Dealer License.

RECOMMENDATION:
Recommend approval of an extension of the temporary license with the authority of the director or designee to issue a permanent license upon receipt of a favorable investigative report and the business is limited to the sale of new and used children's items.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **32.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 5, 2010

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: MARK R. VINCENT ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of a new Wedding Chapel License, Ivy Grill, LLC, dba Lakeside Weddings, 2620 Regatta Drive, Suite 116, Erik R. Watts, Managing Mmbr, 100% - Ward 4 (Anthony)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Approval of a new Wedding Chapel License.

RECOMMENDATION:
Recommend approval.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **33.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 5, 2010

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: MARK R. VINCENT ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of an extension of a Temporary Wedding Chapel License, Las Vegas Wedding Palace LLC, dba Las Vegas Wedding Palace, 1431 South Las Vegas Boulevard, Sean West, Managing Mmbr, 100% - Ward 3 (Reese)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Approval of an extension of a Temporary Wedding Chapel License.

RECOMMENDATION:
Recommend approval of an extension of the temporary license with the authority of the director or designee to issue a permanent license upon receipt of a favorable investigative report.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **34.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 5, 2010

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: MARK R. VINCENT ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of a new Wedding Chapel License, Rainbow Gardens Inc., dba Rainbow Gardens, 4125 West Charleston Boulevard, Kelly Husley, Pres, Treas, 100% and Iwona Husley, Dir, Secy - Ward 1 (Tarkanian)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Approval of a new Wedding Chapel License.

RECOMMENDATION:
Recommend approval.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **35.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 5, 2010

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: MARK R. VINCENT ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of award of Blanket Services Agreement No. 100210-LD, General Engineering Services - Department of Public Works - Award recommended to: G.C. WALLACE, INC. (not-to-exceed $500,000 - Various Funds)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $500,000
Funding Source: Various Funds
Dept./Division: Public Works

PURPOSE/BACKGROUND:
This blanket services agreement will provide the City with the ability to issue individual task orders for design services in support of the public works projects awarded by the City.

PCC: L.E. Davis
POC: Tim McCoy, P.E. - (702) 804-2003

RECOMMENDATION:
That City Council approve the award of Agreement No. 100210-LD, General Engineering Services to G.C. Wallace, Inc. in the not-to-exceed amount of $500,0000 Authority to execute the Agreement is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
1. Blanket Services Agreement No. 100210-LD
2. Certificate - Disclosure of Ownership/Principals

BLANKET SERVICES AGREEMENT FOR GENERAL ENGINEERING SERVICES

THIS AGREEMENT is made and entered into this _____ day of _____, _____, by and between the **CITY OF LAS VEGAS**, a municipal corporation within the State of Nevada (herein the "City") whose address is **400 Stewart Avenue, Las Vegas, Nevada 89101**, and fax number is **(702) 229-6264**, and **G.C. WALLACE, INC.**, (the "Consultant"), a **Corporation**, whose address is **1555 South Rainbow Boulevard, Las Vegas, NV 89146**, and fax number is **(702) 804-2299**.

W I T N E S S E T H:

WHEREAS, the City intends to construct **VARIOUS PROJECTS RELATED TO THE CITY'S CAPITAL IMPROVEMENT PROGRAM** (herein individually and collectively the "Project" and "Projects," respectively) which may be known or unknown to the City at the time of the execution of this Agreement; and

WHEREAS, with respect to each Project, the City desires to retain the Consultant who will be responsible for providing the professional services more fully described below and in the exhibits attached hereto; and

WHEREAS, the Consultant is properly licensed pursuant to NRS Chapter 623, 623A, or 625, whichever is legally required for the services to be provided within the State of Nevada, and possesses the special knowledge, skills and expertise to perform the services hereinafter set forth within the time required under this Agreement; and

WHEREAS, the parties hereto intend with the execution of this Agreement to give to the City the flexibility and ability to determine what services are to be provided by the Consultant on a project by project basis through the issuance of a Project Task Order (herein defined in Section 1.01) thereby eliminating the need of executing separate agreements with the Consultant for each Project.

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

SECTION ONE
CONSULTANT RESPONSIBILITIES

1.01 ***Description of Consultant's Services.***

A. ***Definition.*** A "Project Task Order" refers to that document which sets forth the specific services to be provided by the Consultant in connection with a particular Project.

B. ***Issuance.*** If so requested by the City, the Consultant shall assist the City in preparing a Project Task Order setting further the services to be provided in connection with a particular Project. The Project Task Order shall be prepared substantially in conformance with the form attached hereto as Exhibit "H." Each executed Project Task Order shall be attached hereto as Exhibit "H" with the appropriate numerical sequence (e.g., H-1, H-2, H-3, etc.) and shall become a part of this Agreement.

C. ***Services.*** For each Project Task Order approved and executed by the City, the Consultant hereby agrees to provide the services set forth therein subject to the terms and conditions of this Agreement. For the compensation set forth in Section Seven, the Consultant hereby agrees to perform the basic services set forth in the Scope of Services, **Exhibit "A"** attached thereto and incorporated therein as a part of this Agreement and, if so requested, the additional services set forth in the Additional Compensation, **Exhibit "E"** attached thereto and incorporated therein as a part of this Agreement and to provide the submittals described in the Required Submittals **Exhibit "B,"** attached thereto.

1.02 ***Performance Standards.*** In performing the services set forth in this Agreement, the Consultant shall follow the practices consistent with the generally accepted standards in the profession of the services being provided to the City pursuant to this Agreement.

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

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

1.05 ***Designation of Consultant's Representative.*** The Consultant's representative is the individual identified in the Key Personnel List, **Exhibit "F"** attached hereto (the "Consultant Representative") to act in that capacity, who shall be responsible for the services required under this Agreement. The services specified by this Agreement and each Project Task Order shall be performed by the personnel identified in the Key Personnel List and by the personnel identified in each Project Task Order provided that such associates and employees perform under the personal supervision of the Consultant Representative.

If any person or subconsultant who is expected to provide any of the services required under this Agreement is objectionable to the City for any reason, the Consultant shall, without additional compensation, replace such person or subconsultant with someone acceptable to the City.

If the Consultant's personnel are unable to complete their responsibilities for any reason under this Agreement, or the Consultant desires for any reason to substitute personnel assigned to the Project, the Consultant agrees to obtain the approval of the City for the substitution. The City shall not unreasonably deny approval unless the City adjudges the substitution not be in the interest of the City or the Project.

If the Consultant fails to make an acceptable replacement within thirty (30) days, the City may terminate this Agreement for default as provided in Section 10.03 of this Agreement.

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

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

1.08 ***Responsibility for Construction Document Revisions.***

A. ***Applicability.*** The Consultant's responsibility described in this Section applies only if the Consultant is responsible for providing a construction cost estimate and preparing construction documents for the Project.

B. ***Responsibility for Revisions.*** The Consultant does not warrant or represent that the bids or proposed price received by the City to construct the Project will come within the Construction Cost Budget set forth in the Scope of Services or as may be otherwise agreed upon in writing by parties. If the bids or proposed price received by the City exceeds the Construction Cost Budget, the Consultant agrees to cooperate with the City in revising the requirements of the Project as required to lower the cost to within the Construction Cost Budget and to modify the construction documents. In order to meet the Construction Cost Budget, the Consultant may, with the approval of the City, segregate portions of the work as separate alternate bid items so that bids received by the City to construct the Project will come within the Construction Cost Budget.

"Construction Cost Budget" as used herein means the monetary limit established by the City for construction of the Project which limit includes the cost of the contractor's labor, materials, equipment, expenses, overhead and profit, but excludes the Project's soft costs, cost of change orders and other cost impacts encountered after award of the construction contract.

SECTION TWO
CITY RESPONSIBILITIES

2.01 ***City Representative.*** The Director of Public Works or his authorized representative identified in the Key Personnel List is hereby designated as the City's representative (the "City Representative") with respect to this Agreement. The City Representative shall have complete authority to transmit instructions, receive information, interpret and define the City's policies and decisions with respect to the services of the Consultant. The City Representative is not authorized to change or waive any of the provisions set forth in Sections 1.01 through 10.24 of this Agreement.

2.02 ***Review of Consultant's Services and Documents.*** The services to be performed by the Consultant shall be subject to periodic review by the City Representative. To prevent an unreasonable delay in the Project, the City Representative will endeavor to examine and comment in writing on the documents furnished by the Consultant including, without limitation, the plans, drawings, specifications, test results, evaluations, and reports within twenty-one (21) days of receipt of such documents, unless the Contract provides for a different review time with respect to the document.

2.03 ***Access to Records.*** The City shall, without charge, furnish a copy to, or make available for examination or use by, the Consultant, as it may request, any documents and data which the City has available including, without limitation, reports, maps, plans, specifications, surveys, records, ordinances, codes, regulations, and other documents related to the services required under this Agreement. The City shall assist the Consultant in obtaining data and documents from public agencies and from private citizens and business firms whenever the City determines that such material is necessary for the completion of the services required by this Agreement.

2.04 ***Cooperation with Consultant.*** The City agrees that its officers and employees will cooperate with the Consultant in the performance of this Agreement and will be, with advance notice, available for consultation with the Consultant at such reasonable times as to not conflict with the Consultant's other responsibilities. The City shall provide access to the Consultant on to the Project site as may be required to perform the services under this Agreement.

SECTION THREE
CHANGES TO CONSULTANT'S SERVICES

3.01 ***Requested Changes.*** The City may at any time, by written order, make a change in the services to be performed by the Consultant under this Agreement.

3.02 ***Adjustment of Compensation.*** If the change requested by the City causes an increase or decrease in the cost or time required to perform any of the services required under this Agreement, an equitable adjustment shall be made in the compensation to be paid to the Consultant under Section Seven, or in the performance schedule under Section Eight, or both, and this Agreement shall be modified in writing accordingly. Each claim for adjustment under this Section must be asserted in writing within thirty (30) days from the date of receipt by the Consultant of written notification of the change, unless the City grants in writing an extension. Provided proper notice has been given to the City as required herein, the claim for an adjustment shall be handled pursuant to the provisions of 10.20B and 10.20C of this Agreement. The failure to provide notification of the claim within the time required herein shall constitute a waiver of the right to seek any equitable or legal adjustment in compensation with respect to that change.

SECTION FOUR
ADDITIONAL SERVICES OF CONSULTANT

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

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

SECTION FIVE

SUBCONSULTANT AGREEMENT

5.01 ***Subconsultant Provisions.*** If, with the approval of the City as required pursuant to Section 10.07, the Consultant enters into an agreement with a subconsultant for the performance of any of its obligations under this Agreement, the Consultant agrees to include in each subconsultant agreement a provision that:

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

(ii) the subconsultant shall have no more rights against the City than that of the Consultant,

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

(iv) unless otherwise approved in writing by the City Representative, the subconsultant shall obtain and maintain professional liability insurance (Errors and Omissions coverage) in connection with the subconsultant services in an amount equal to that required of the Consultant in this Agreement.

SECTION SIX
TERM OF AGREEMENT

6.01 ***Term.*** This Agreement shall commence on the day it is approved by the City (which date shall be inserted in the introductory paragraph of this Agreement) and shall remain in force and effect until the Project is completed unless terminated earlier pursuant to Section 10.02 or 10.03 of this Agreement. Such termination shall not release either party from any of its continuing obligations under this Agreement.

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

SECTION SEVEN
COMPENSATION AND TERMS OF PAYMENT

7.01 ***Compensation: Basic Services.*** For the services to be performed by the Consultant under this Agreement and set forth in the Scope of Services, the City agrees to pay the Consultant the fee in the amount identified in the Fee Breakdown, **Exhibit "D"** attached hereto, pursuant to invoices submitted in accordance with Section 7.04 of this Agreement.

7.02 ***Compensation: Additional Services.*** For any services not set forth in the Scope of Services, the City shall pay to the Consultant either a lump sum fee, or an hourly fee based on the hourly labor rate schedule set forth in the Additional Compensation, whichever is agreed to by the parties, provided prior written approval for such services is given by the City Representative.

7.03 ***Compensation: Reimbursable Expenses.*** The Consultant agrees that all of its direct and indirect expenses are included in the fee for Basic Services and the agreed upon compensation for any Additional Services, except as may be specifically allowed for reimbursable expenses as part of the Additional Compensation.

7.04 ***Payment Invoicing.*** The Consultant may submit an invoice for payment for the services provided by the Consultant based on the manner or method of payment set forth in the Fee Breakdown. The City Representative will notify the Consultant of any problems regarding the invoice within fourteen (14) days from receipt thereof. If no response is received from the City Representative within the aforementioned period of time, the Consultant may expect payment within a period of (60) days from the date of receipt by the City. If payment has not been received within the sixty (60) days, the Consultant agrees to contact the City Representative to resolve the problem causing the delay. If resolution of the delay is not satisfactory to the Consultant, the Consultant may submit a claim pursuant to Section 10.20A of this Agreement.

7.05 ***Right to Off-Set.*** The City Representative may subtract or offset from any unpaid invoice from the Consultant any claims which the City may have for failure of the Consultant to comply with the terms, conditions or covenants of this Agreement, or any damages, costs and expenses caused by, resulting from, or arising out of the negligent act or omission of the Consultant in the performance of the services under this Agreement including, without limitation, any error or deficiency in the report or other documents prepared by the Consultant. The City Representative shall provide a written statement to the Consultant of the off-set which has been subtracted from any payment to the Consultant along with appropriate documentation and receipts, if any, and a description of the failure, error or deficiency attributed to the Consultant. If the Consultant disputes the right or amount of the off-set made by the City, the Consultant may file a claim pursuant to Section 10.20 of this Agreement.

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

SECTION EIGHT
PERFORMANCE SCHEDULE

8.01 ***Performance Schedule.*** The Consultant shall perform and complete the services required under this Agreement according to the schedule (the "Performance Schedule") set forth in the Schedule of Performance, **Exhibit "C"** attached hereto. If the performance of services is delayed or submittals are not delivered in the time period as outlined in the Performance Schedule, the Consultant shall notify the City Representative in writing of the reasons for the delay and include a plan which brings the Consultant's performance into compliance with the Performance Schedule.

SECTION NINE
AUDIT: ACCESS TO RECORDS

9.01 ***Records.*** The City shall have the right to audit the Consultant's books, records and other documents directly pertinent to the performance of this Agreement. The Consultant agrees to maintain books, records and other documents directly pertinent to performance of this Agreement in accordance with generally accepted accounting principles and practices. The Consultant shall also maintain the financial information and data used to prepare or support the invoices submitted to the City. Audits conducted pursuant to this provision shall be in accordance with generally accepted auditing standards, procedures and guidelines of the City, or its designated representative. The City, or its duly authorized representatives, shall have access to such books, records, and documents for the purpose of inspection, audit and copying. The Consultant will provide proper facilities for such access and inspection.

9.02 ***Disclosure.*** The Consultant shall be afforded the opportunity for an audit entrance and exit conference and an opportunity to comment and submit any supporting documentation on the pertinent portions of the draft audit report, and that the final audit report will include the written comments, if any, of the Consultant.

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

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

SECTION TEN
MISCELLANEOUS PROVISIONS

10.01 ***Suspension.*** The City may suspend, without cause, the performance by the Consultant under this Agreement for such period of time as the City, in its sole discretion, may prescribe by providing written notice to the Consultant. The suspension shall be effective as of the date set forth in the written notice. With such suspension, the City agrees to pay to the Consultant the amount of compensation, based on percentage of completion of the Project, earned as of the effective date of suspension less all previous payments. The Consultant shall not provide any further services under this Agreement after the effective date of suspension until otherwise notified in writing by the City. In no event shall the City be liable to the Consultant for services in excess of the percentage of the Project completed at the time of suspension.

If, after notice to resume performance has been given by the City, the suspension was for a period in excess of ninety (90) days, which has resulted in an increase in the performance of the Agreement to the Consultant and:

(i) the Consultant was not a contributing cause for the suspension,

(ii) the Consultant has not received an equitable adjustment under another provision of this Agreement, and

(iii) the Consultant could not mitigate the increase in the performance cost,

then the Consultant's fee shall be reviewed by the City and, if justified, equitably adjusted to provide for any additional expenses resulting from the suspension.

10.02. ***Termination for Convenience.*** The City reserves the right to terminate this Agreement without cause or default on the part of the Consultant with ten (10) days' prior written notification to the Consultant served pursuant to Section 10.18 of this Agreement. In the event of termination, without cause or default, the City agrees to pay to the Consultant the reasonable value for the services performed as of the date that notification of termination is received by the Consultant. In no event shall the City be liable to the Consultant for services in excess of the percentage completed at the time of termination.

10.03 ***Termination for Cause or Other Resolution.***

A. ***Default.*** The occurrence of any of the following events shall constitute a default by the Consultant hereunder (herein "Event of Default"). If, during the term of this Agreement, the Consultant:

(i) defaults in the due observance and performance of any term, condition or covenant contained in this Agreement,

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

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

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

and the default continues five (5) days after written notice is given to the Consultant pursuant to Section 10.18.

B. ***City's Rights.*** Upon the occurrence of an Event of Default, and without prejudice to any other right or remedy it may have at law or equity, the City may:

(i) terminate this Agreement, suspend payment of all pending invoices otherwise due to the Consultant hereunder, and finish this Agreement by such means as deemed appropriate by the City, reserving the right to deduct from any balance due Consultant the cost of completing this Agreement. In the event the cost of finishing the Consultant's performance of this Agreement exceeds the balance due the Consultant, the excess shall be paid by the Consultant to the City within five (5) days of invoicing by the City,

(ii) terminate this Agreement, and the obligations imposed hereunder, including the obligation of any further payment for the services of the Consultant except for the reasonable value for the services performed to the date of termination, or

(iii) Continue with performance by the Consultant and serve within a reasonable time after completion of the Agreement a request to arbitrate the Event of Default as a claim or dispute pursuant to the arbitration procedure set forth in Section 10.20.

In the event that the City elects to implement (i) above, the costs and expenses of completing this Agreement shall be computed and audited by the City's designated representative. The audit shall be conducted in accordance with generally accepted accounting principles and the cost thereof shall be paid by the Consultant.

10.04 ***Ownership of Documents.***

A. ***Architectural Works.*** To the extent that the Consultant's services involves the design of an architectural work as defined herein, the Consultant shall retain all common law and statutory rights of ownership, including copyrights, to the drawings and specifications prepared by the Consultant for this Project. The Consultant is deemed to be the author of the drawings and specifications as instruments of service to the City. Notwithstanding the foregoing, the Consultant hereby grants to the City the right to use (including the right of reproduction and use in the creation of new documents) the drawings and specifications for the purpose of completing the Project or for any subsequent maintenance, repair, renovation, remodeling or addition thereto. The rights granted herein to the City shall extend and include any new consultant which the City may retain for the aforementioned purposes. The Consultant hereby releases the City, and any new consultant retained by the City for the aforementioned purposes, from any and all claims in connection with the use or reproduction of the drawings and specifications. The Consultant agrees to execute such documents reasonably deemed necessary by the City to implement the rights granted to the City pursuant to this subsection. The Owner releases the Consultant and its Subconsultants from liability associated with the reuse of the documents.

B. ***Other Works.*** To the extent that the Consultant's services does not involve the design of an architectural work, the City shall have all common law and statutory rights of ownership, including copyrights, to the plans, drawings, specifications and other documents (including, without limitation, design concepts and sketches, test results, evaluations, reports and studies, excepting any proprietary forms, templates, and checklists specifically listed for City ownership exclusion elsewhere in this Agreement) (collectively herein the "Documents") prepared or assembled by the Consultant, or any of its subconsultants, for this Project. The Consultant hereby releases the City, and any new consultant retained by the City from any and all claims in connection with the use or reproduction of the Documents. The Consultant agrees to execute such documents reasonably deemed necessary by the City to implement the rights granted to the City pursuant to this subsection. The Consultant shall be entitled to retain a reproducible copy of the documents furnished to the City.

C. ***Definition of Architectural Work.*** For purposes of this Agreement, "architectural work" shall have the same definition as set forth in Architectural Works Copyright Protection Act of 1990, P. L. 101-650, Title VII, Section 70 et. seq.

D. ***Delivery of Documents.*** In the event of the completion, suspension or termination of this Agreement, the City shall have the right to require delivery of any and all of the plans, drawings, specifications, and all other documents (including, without limitation, design concepts and sketches, test results, evaluations, reports and studies), including the magnetic or electronic media of the aforementioned documents, not in the possession of the City.

E. ***Confidentiality.*** The plans, drawings, specifications and other documents (including, without limitation, design concepts and sketches, test results, evaluations, reports and studies) (including the magnetic or electronic media of the aforementioned documents) which are prepared or assembled by the Consultant, or its subconsultants, under this Agreement shall not be made available to any individual or organization without the prior written consent of the City. Except for marketing pamphlets and submittals to clients, the Consultant shall not publish, submit for publication, or publicly display the Project without the written consent of the City. The obligations of confidentiality shall survive the termination of this Agreement.

F. ***Contractual Rights.*** Notwithstanding the provisions of 10.04 A above, the City is hereby licensed to use all design concepts developed by the Consultant and subconsultants under this Agreement, including the right to construct derivative works of the Project, and to use the design concepts for other projects of the City. The design concepts include, but are not limited to, the form, aesthetic appeal, site layout, the arrangement and composition of spaces and elements, the use of colors and materials, system designs, construction methods and interior design.

10.05 ***Insurance.*** The Consultant shall procure and maintain, at its own expense, during the entire term of the Agreement, the following insurances:

A. ***Workmen's Compensation Insurance.*** This insurance shall protect the Consultant and the City from employee claims based on job-related sickness, disease, or accident.

B. ***Comprehensive General Liability Insurance.*** This insurance shall protect the Consultant, its agents and vehicles used to provide the services required under this Agreement from claims of personal injury (including death) and property damage. Such coverage shall be in a minimum amount of $1,000,000 for the period of time covered by this Agreement. The Consultant's general liability insurance policies shall be endorsed to include the City as an additional insured.

C. ***Professional Liability Insurance (Errors and Omissions Coverage).*** This insurance shall protect the Consultant from claims arising out of performance of professional services caused by a negligent act, error, or omission for which the insured is legally liable. Such coverage shall be in a minimum amount of $1,000,000 for the period of time covered by this Agreement.

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

E. ***Certificates and Endorsements.*** The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer and licensed by the State of Nevada. All deductibles and self-insured retentions shall be fully disclosed in the Certificate of Insurance. No deductible or self-insured retention may exceed $25,000 without the written approval of the City. Certificates indicating that such insurance is in effect shall be delivered to the City before any services are provided under this Agreement.

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

10.06 ***Indemnity.*** Notwithstanding any of the insurance requirements set forth in Section 10.05, and not in lieu thereof, the Consultant shall defend, indemnify and hold the City, its officers, employees and agents (herein the "Indemnitees"), harmless from any and all claims (including, without limitation, patent infringement and copyrights claims), damages, losses, expenses, suits, actions, decrees, judgments, arbitration awards or any other form of liability (including, without limitation, reasonable attorney fees and court costs) (collectively herein the "Claims") which the Indemnitees may suffer as a result of, by reason of, or as a consequence of, the negligent errors, omissions, recklessness, intentional misconduct of the Consultant, its subcontractors, agents or anyone employed by the Consultant, its subcontractors or agents, in the performance of this Agreement, except for claims arising out of the negligence or willful misconduct of the Indemnitees.

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

If the professional liability insurer of the Consultant does not so defend the Indemnitees and the Consultant is adjudicated to be liable by a trier of fact, the trier of fact shall award reasonable attorney's fees to be paid to the Indemnitees by the Consultant in an amount which is proportionate to the liability of the Consultant. As used in this Section, "agents" means those persons who are directly involved in and acting on behalf of the City in furtherance of this Agreement or the public work to which this Agreement pertains.

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

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

10.09 ***Consultant Warranties.*** The Consultant hereby represents and warrants that:

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

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

(iii) its computer hardware, software, and firmware will continue functioning without interruption, and will continue to accurately process date, time, and data necessary to the performance of this Agreement, and

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

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

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

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

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

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

10.15 ***Confidentiality.*** The Consultant shall treat the information relating to the Project, which has been produced by the Consultant or provided by the City, as confidential and proprietary information of the City and shall not permit its release to other parties or make any public announcement or publicity release without the City's written authorization. The Consultant shall also require each subconsultant to comply with this requirement. The submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication relieving the Consultant of its confidentiality obligation imposed herein.

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

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

10.18 ***Notice.*** Any written notice required to be given under Sections 1.01 through 10.24 of this Agreement shall be deemed to have been given when the written notice is (i) received by the party to whom it is directed by personal service (ii) telephonically faxed to the telephone number set forth in the introductory paragraph to this Agreement, provided confirmation of the transmission is received by the sender, or (iii) deposited with the United States Postal Service, postage prepaid, addressed to the City Representative or the Consultant Representative, whomever is the proper recipient, and mailed to the address set forth in the introductory paragraph to this Agreement.

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

10.20 ***Claim or Dispute Resolution.***

A. ***Notice of Claim or Dispute.*** For each claim or dispute which the Consultant has against or with the City (except for any claim for an equitable adjustment under Section 3.02 which is subject to the 30-day limitation set forth therein), notice thereof must be submitted in writing to the City Representative within a reasonable time after the claim or dispute arises, but no later than thirty (30) days after final payment is made to the Consultant. The purpose of written notification is to place the City on notice so that proper measures can be taken to properly defend against the claim or dispute, and the failure to give such notice shall preclude the Consultant from subsequently arbitrating that particular claim or dispute pursuant to Section 10.20C of this Agreement, and the Consultant shall have no further recourse against the City. Pending a final decision on the claim or dispute under Sections 10.20B or 10.20C, the Consultant shall proceed diligently with the performance of this Agreement.

B. ***Resolution by Management.*** The City Representative and the Consultant Representative shall meet within a reasonable time after receipt of the written notice received pursuant to Section 10.20A in an attempt to resolve the claim or dispute to the mutual satisfaction of the parties. If the matter is not disposed of by mutual agreement between the City Representative and the Consultant Representative, the claim or dispute shall be decided by the Director of Public Works, whose decision shall be reduced to writing and mailed or otherwise furnished to the Consultant. The decision of the Director of Public Works shall be final and conclusive unless, within thirty (30) days after the date on which the Consultant receives its copy of such decision, the Consultant mails or otherwise furnishes to the Director of Public Works a written request to arbitrate the claim or dispute, in which event the parties shall proceed with the arbitration pursuant to provisions of Section 10.20B. The failure to make such request shall preclude the Consultant from proceeding any further on the claim or dispute, and the Consultant shall have no further recourse against the City.

C. ***Resolution by Arbitration.*** Upon receipt of the request to arbitrate authorized pursuant Section 10.03B or Section 10.20B, the City and the Consultant shall come to an agreement as to the appointment of an arbitrator for purposes of hearing the appeal. If the parties cannot reach an agreement, then each party shall select an arbitrator for purposes of the appeal, and the two shall select a third arbitrator within 20 days of their appointment. If the selected arbitrators are unable to agree upon the third arbitrator, the third arbitrator shall be selected by the American Arbitration Association or the Nevada Arbitration Association, whichever is designated by the City. Each party shall be afforded an opportunity to be heard and to offer evidence in support of or against the appeal. The decision of the arbitrator, or arbitrators, as the case may be for the determination of the appeal, shall be final, conclusive and enforceable under the laws of the State of Nevada.

D. ***Right of Consolidation.*** Any arbitration arising out of or relating to this Agreement may include, by consolidation, joinder or in any other manner, any additional party or parties who are not a party to this Agreement if so requested by the City or the Consultant. Any consent to arbitration involving an additional party or parties shall not constitute consent to arbitrate any claim or dispute not described as a part of the original arbitration unless otherwise agreed to by the parties.

E. ***Right of Joinder.*** In the event the City is named as a party to any arbitration, or the City commences an arbitration against a party other than the Consultant, which arbitration is related to, or connected with, the construction of the Project or the performance of the Consultant's services hereunder (such as, without limitation, any arbitration between the City and the contractor awarded the contract to construct the Project), the Consultant agrees and irrevocably consents to be joined as a party in the arbitration proceeding and to be bound by any decision resulting therefrom. The decision of the arbitrator or arbitrators, as the case may be, in the arbitration to which the Consultant has been joined as a party, shall be binding and enforceable against the parties thereto under the laws of the State of Nevada.

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

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

G. ***Award Final.*** The award rendered by the arbitrator shall be final, and judgment may be entered upon its accordance with applicable law in any court having jurisdiction thereof.

H. ***Mediation.*** Subsequent to the commencement of any arbitration pursuant to Section 10.20C, and prior to any decision arising therefrom, the parties may endeavor with written mutual consent to settle disputes by mediation in accordance with the mediation rules of the mediation service agreed by the parties. The cost of the mediation shall be shared equally by the parties.

10.21 ***Attorney Fees.*** The prevailing party in any litigation or arbitration brought to enforce the provisions of this Agreement shall be entitled to reasonable attorney fees and court costs.

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

10.23 ***Exhibits.*** All exhibits referenced in this Agreement are hereby incorporated by this reference as a part of this Agreement. Any conflict between the provisions of this Agreement and the Exhibits incorporated herein shall be governed by the provisions of this Agreement.

10.24 ***Counterparts; Electronic Delivery.*** This Agreement may be executed in counterparts, all such counterparts will constitute the same contract and the signature of any party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the parties hereto, regardless of whether originals are delivered thereafter.

10.25 ***Agreement Version.*** This document incorporates the standard provisions for the City's Professional Services Agreement updated as of April 8, 2008.

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

CITY OF LAS VEGAS

By_____
Kathleen C. Rainey, Manager
Purchasing & Contracts

ATTEST

_____
Beverly K. Bridges, MMC Date
City Clerk

CONSULTANT

By_____
Tim McCoy, P.E., G.C. Wallace, Inc.

APPROVED AS TO FORM

Robert S. Sylvain 4-20-10
Deputy City Attorney Date

LIST OF EXHIBITS

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

EXHIBIT " A " SCOPE OF SERVICES

EXHIBIT " B " REQUIRED SUBMITTALS

EXHIBIT " C " PERFORMANCE SCHEDULE

EXHIBIT " D " FEE BREAKDOWN

EXHIBIT " E " ADDITIONAL COMPENSATION

EXHIBIT " F " KEY PERSONNEL LIST

EXHIBIT " G " DISCLOSURE OF OWNERSHIP/PRINCIPALS

EXHIBIT " H " PROJECT TASK ORDER

EXHIBIT "A"

SCOPE OF SERVICES

The Scope of Services for this Agreement shall be as set forth in each subsequently executed Project Task Order, the format of which is attached hereto as Exhibit "H". The Scope of Services to be provided under the terms of this Agreement addresses the City's need for assistance with general engineering services as needed and requested by the City via individual task orders. The scope of this Agreement will likely include task orders related to the following:

- General Engineering Services
    - Provide lighting, traffic, structural, drainage, civil engineering, utilities, surveying, potholing, or other professional/technical assistance that the City is not able to provide for an expedited project

The Consultant agrees to include in all its subcontracts related to the Project, and require the same of all subconsultant contracts at all tiers, the provisions of this Agreement related to the City's and Consultant's rights (including copyright), ownership and uses of the concepts, designs, documents, intellectual property, and tangible property.

Should any portions of the Project contain works provided protection under the Visual Artists Rights Act of 1990 ("VARA"), the Consultant and his subconsultants at all tiers agree to waive and do hereby waive voluntarily all rights to attribution and integrity with respect to any and all claims as may arise under VARA, Nevada Revised Statutes "Works of Art" NRS 597, or any other local, state, foreign, or international law, as currently drafted or as may be hereafter amended, that conveys the same or similar moral rights with respect to any or all portions of the Project, including but not limited to display, removal from display, exhibition, installation, restoration, conservation, storage, study, alteration, destruction, relocation, and any other activities conducted by the City, its officers, employees, agents, contractors, licensees, successors or assigns. The Consultant acknowledges that all such decisions concerning the Project shall be made in the sole discretion of the City, its officers, employees, agents, contractors, licensees, successors or assigns. In addition to the extent such rights may not be waived, Consultant and his subconsultants at all tiers covenant not to assert such rights against the City, its officers, employees, agents, contractors, licensees, successors or assigns.

END OF EXHIBIT "A"

EXHIBIT "B"

REQUIRED SUBMITTALS

The Required Submittals for this Agreement shall be as set forth in each subsequently executed Project Task Order, the format of which is attached hereto as Exhibit "H".

Throughout the course of each Project Task Order, the Consultant shall brief the City Representative on a regular and frequent basis about the progress of the Project. Unless specified otherwise in the Project Task Order, briefings shall occur no less frequently than monthly and shall accompany invoices for payment. The briefings shall be a written report and shall include the following as appropriate to the Project: the status of and impacts to the Project schedule, milestones, budget, land acquisitions, right of way dedications, easements, utility and regulatory agency review status, all Project activity since the last report, current issues, and a forecast of upcoming activity.

All reports shall be on acid-free white paper, 8-1/2 x 11 inches, suitable for photocopying and bound in booklet form.

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

END OF EXHIBIT "B"

EXHIBIT "C"

PERFORMANCE SCHEDULE

The Performance Schedule for this Agreement shall be as set forth in each executed Project Task Order, the format of which is attached hereto as Exhibit "H".

END OF EXHIBIT "C"

EXHIBIT "D"

FEE BREAKDOWN

TOTAL COMPENSATION

The total compensation to be paid to the Consultant for performance of this Agreement including Basic Services, Additional Services, and Reimbursable Expenses shall not exceed $500,000.00. Increases to total compensation may only be authorized by written amendment to this Agreement. This total compensation amount is comprised of the parts described in this Exhibit "D" (Fee Breakdown).

BASIC SERVICES PAYMENT BASED ON HOURLY RATES WITH A TOTAL NOT-TO-EXCEED COST

The Consultant agrees to perform the services required under this Agreement Exhibit "A" (Scope of Services) for no more than the amount of the Hourly Rates set forth in this Exhibit "D" (Fee Breakdown). The Fee Breakdown for each task order of this Agreement shall be as set forth in each executed Project Task Order, the format of which is attached hereto as Exhibit "H". Payment shall be made pursuant to monthly invoices submitted in accordance with the Agreement.

SERVICE	HOURLY RATES	REMARKS
Principal	$210	
Associate	$195	
Supervising Engineer	$180	
Sr. Engineer	$160	
Engineer	$145	
Supervising Designer	$145	
Engineering Intern (EI)	$115	
Designer	$115	
CAD Tech	$75	
Supervising Land Surveyor	$180	
Land Surveying Manager	$160	
Land Surveyor	$145	
Survey Technician	$115	
Survey Crew	$180	
Clerical	$47	

END OF EXHIBIT "D"

EXHIBIT "E"

ADDITIONAL COMPENSATION

This section not used.

END OF EXHIBIT "E"

EXHIBIT "F"

KEY PERSONNEL LIST

CITY PERSONNEL

CITY REPRESENTATIVE for this Blanket Agreement: **Rosa Cortez, P.E.**

CITY REPRESENTATIVE for each subsequent Project Task Order: As stated in each Project Task Order.

CONSULTANT'S PROJECT STAFF

Unless stated otherwise in the Project Task Order, the following personnel will be assigned by the Consultant to work on the subsequent Project Task Order work. Any changes require City approval.

CONSULTANT REPRESENTATIVE: **Tim McCoy**, P.E.

ENGINEER OF RECORD:

PROJECT MANAGER:

TECHNICIAN/CADD:

CLERICAL:

CONSULTANT'S SUBCONSULTANTS

Unless stated otherwise in the Project Task Order, the following subconsultants will be contracted with and utilized by the Consultant to work on the Project. Any changes require City approval.

None.

END OF EXHIBIT "F"

EXHIBIT "H"

PROJECT TASK ORDER

Number H- ___

Blanket Agreement Project Name:
Blanket Agreement Date:
Blanket Agreement Maximum Not-to-Exceed Fee:
Total Aggregate Fee Commitments prior to this Task Order:
Consultant's Business Name:

Whereas the City and Consultant have signed a Blanket Agreement for the Consultant to provide professional services described in the Agreement for the above named project(s), containing a not-to-exceed maximum aggregate fee that has not been fully utilized, and the City desires to utilize the Blanket Agreement to provide services for the following particular specific Project:

Project Name:
Location:
Description:
Construction Cost Budget:

The parties do hereby agree to the follow terms and conditions for this Project Task Order:

Section A - Scope of Services:

Section B – Required Submittals:

Section C – Performance Schedule:

Section D – Fee Breakdown:

Section E – Additional Compensation:. Not used.

Section F – Key Personnel List:

Section G – Disclosure:

Upon execution hereof, this Project Task Order shall be attached to the Blanket Agreement.

Dated this _____ day of _____, _____.

By: _____ By: _____
Consultant City

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	**Contracting Entity**
G. C. Wallace, Inc.	
Name 1555 S. Rainbow Blvd Las Vegas	
Address (702) 804-2003	
Telephone 081019783	
EIN or DUNS	

Block 2	**Description**
Various projects related to the City's Capital Improvement Program	
RFP #:	

Block 3	**Type of Business**						
☐	Individual	☐	Partnership	☐	Limited Liability Company	☒	Corporation

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS
(CONTINUED)

Block 4

Disclosure of Ownership and Principals

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

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	James A. Duddlesten President & CEO	1555 S. Rainbow Blvd. Las Vegas, NV 89146	(702) 804-2000
2.	James VanWoerkom Chief Financial Officer	1555 S. Rainbow Blvd. Las Vegas, NV 89146	(702) 804-2000
3.	Scott R. Plummer Executive Vice President	1555 S. Rainbow Blvd. Las Vegas, NV 89146	(702) 804-2000
4.	Calvin L. Black Executive Vice President	1555 S. Rainbow Blvd. Las Vegas, NV 89146	(702) 804-2000
5.	Timothy A. McCoy Executive Vice President	1555 S. Rainbow Blvd. Las Vegas, NV 89146	(702) 804-2000
6.			
7.			
8.			
9.			
10.			

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

Block 5

Disclosure of Ownership and Principals - Alternate

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

Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: _____

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

_____
James VanWoerkom, Chief Financial Officer

Clark County, NV

April 19, 2009
Date

Subscribed and sworn to before me this 19th day of

April, 2010.

_____
Notary Public

GINA LATORRE
Notary Public State of Nevada
No. 02-76328-1
My appt. exp. Apr. 24, 2013

City of Las Vegas Agenda Item No.: **36.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 5, 2010

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: MARK R. VINCENT ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of Purchase Order No. 280813, Annual Requirements Contract for Water Treatment Chemicals - Department of Public Works - Award recommended to: WATER ELEMENTS, LLC ($2,500,000 - Sanitation Enterprise Fund)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $2,500,000
Funding Source: Sanitation EF
Dept./Division: Public Works

PURPOSE/BACKGROUND:
This requirement allows the City to purchase Ferric Chloride for use at the Water Pollution Control Facility. The City of Las Vegas was the principal procurement agency for the National Intergovernmental Purchasing Alliance (NIPA) for a competitive bid which resulted in an award for Ferric Chloride and Ferric Sulfate. The City will receive an annual rebate payment from NIPA attributable to the marketing of the Water Treatment Chemicals National Agreement.

PCC: T. Maino
POC: Steven Thompson - (863) 648-9555

RECOMMENDATION:
That City Council approve award of Purchase Order No. 280813, Annual Requirements Contract for Water Treatment Chemicals to Water Elements, LLC in the estimated annual amount of $2,500,000 from June 1, 2010 through May 31, 2011 with four one-year options to renew.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **37.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 5, 2010

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: MARK R. VINCENT ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of award of Modification No. 5 to Contract No. 060266-DK, State Legislative Consulting Services - Office of Administrative Services - Award recommended to: OSTROVSKY AND ASSOCIATES (not-to-exceed $228,600 - General Fund)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $228,600
Funding Source: General Fund
Dept./Division: Office of Administrative Services

PURPOSE/BACKGROUND:
This contract provides for technical assistance and legislative advocacy on behalf of the City for State legislative matters. This modification will extend the contract for a maximum of two years. Extensions will be exercised by staff in six month increments as services are provided. Contract value is a not-to-exceed amount, funding will be provided at the time extensions are exercised. This item is exempt from the competitive bidding process pursuant to NRS 332.115.1(b), Professional Services.

PCC: P. Hoffman
POC: Robert Ostrovsky - (702) 255-7183

RECOMMENDATION:
That City Council approve award of Modification No. 5 to Contract No. 060266-DK to Ostrovsky and Associates in the not-to-exceed amount of $228,600 for the period of July 1, 2010 through June 30, 2012. Authority to execute the Modification is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
1. Modification No. 5 to Contract No. 060266-DK
2. Certificate - Disclosure of Ownership/Principals

CONTRACT MODIFICATION No. 5
State Legislative Consulting Services

THIS MODIFICATION No. 5 is being entered into this _____ day of _____, 2010, by and between the CITY OF LAS VEGAS (hereinafter the "City"), a municipal corporation within the State of Nevada having its principal office at 400 Stewart Avenue, Las Vegas, Nevada 89101, and OSTROVSKY AND ASSOCIATES (hereinafter the "Company") having its principal office at 2328 Delina Drive, Las Vegas, Nevada 89134.

The purpose of this Modification is to extend the contract performance period through June 30, 2012, and to add funding for the extended period.

The Contract between the City and the Company dated June 21, 2006, with its ensuing Modifications, is hereby modified as follows:

1. **Paragraph B-3 Prices/Costs.** Increase contract price by Two Hundred Twenty Eight Thousand Six Hundred Dollars ($228,600.00) to a total of $737,100.00.

ADD: The following lines to the table in Section B-3

Item No.	Description	Time Period	Amount/ Month
9	Consulting Services – Company	July 1, 2010 – December 31, 2010	$6,150.00
9a	Consulting Service – Subcontractor		$3,050.00
10	Consulting Services – Company	January 1, 2011 – June 30, 2011	$8,200.00
10a	Consulting Service – Subcontractor		$4,100.00
11	Consulting Services – Company	July 1, 2011 – December 31, 2011	$4,600.00
11a	Consulting Service – Subcontractor		$2,300.00
12	Consulting Services – Company	January 1, 2012 – June 30, 2012	$4,600.00
12a	Consulting Service – Subcontractor		$2,300.00
E	Reimbursable Expenses	July 1, 2010 – June 30, 2011	$12,600.00
F	Reimbursable Expenses	July 1, 2011 – June 30, 2012	$4,200.00

2. **B-5 Performance Period**.

ADD:

In accordance with the terms outlined in Modification 1 to this Contract, the parties mutually agree to extend the performance of this Contract through December 31, 2010. The City reserves the right to exercise an option to extend the Contract for up to three (3) additional six-month renewal periods. Exercise of one option period does not commit the City to further extensions. The City will notify the Company in writing of any exercise of an option period.

3. **Insurance**

DELETE:

Paragraph E-5 (Insurance) in its entirety.

REPLACE WITH:

E-5 Insurance: [CAO-1/12/09]

(a) The Company shall procure and maintain, at its own expense, during the entire term of the Contract, the following coverage(s):

(i) Industrial/Workers' Compensation Insurance protecting the Company and the City from potential Company employee claims based upon job-related sickness, injury, or accident, during performance of this Contract, and must submit proof of such insurance on a certificate of insurance issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with NRS 616A-616D, inclusive.

(ii) Commercial General Liability Insurance (bodily injury, property damage) with respect to the Company's agents assigned to the activities performed under this Contract in a policy limit of not less than $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate, for bodily injury (including death), personal injury and property damages. Such coverage shall be on an "occurrence" basis and not on a "claims made" basis, and be provided on either a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad form CGL endorsement) insurance form. The form must be written on an ISO Form CG 00 01 10 01, or an equivalent form.

(b) Company must provide required insurance documentation to Insurance Tracking Services (ITS) immediately upon notification of selection. Award is conditional upon verification by ITS that all insurance requirements have been met. All policy certificates and endorsements are required to be an agent authorized by that insurer and who is licensed by the State of Nevada. All required aggregate limits must be disclosed and amounts entered on the certificate(s) of insurance. The certificates must identify the Contract number and the Contract description. The Company shall maintain coverage for the duration of this Contract, and any renewal periods, if applicable. The Company shall annually provide the ITS with a certificate of insurance as evidence that all insurance requirements have been met. The Company and/or insurance carrier shall provide the City with a 30 day advance notice of policy modification, cancellation or erosion of insurance limits, sent by certified mail "return receipt requested".

Submit certificates of insurance to:

City of Las Vegas
C/O Insurance Tracking Services, Inc. (ITS)
P.O. Box 21919
Long Beach, CA 90801

Account Manager: Michael Palacios
Phone: (888) 435-2955 ext. 503 • Fax: 562-435-2999
Email: michael.palacios@instracking.com

A certified, true and exact copy of each of the project specific insurance policies (including renewal policies) required under this Section E-5 shall be provided to the City if so requested.

(c) The City, its officers and employees shall be named as additional insureds and such notation shall appear on the certificate of insurance furnished by the Company's insurance carrier. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer and licensed by the State of Nevada. Each insurance carrier'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 City requires insurance carriers to maintain a Best's Key rating of A VII, or higher. The adequacy of the insurance supplied by the Company, including the rating and financial health of each insurance carrier providing coverage, is subject to the approval of the City.

(d) All deductibles and self-insurance retentions shall be fully disclosed in the certificate of insurance. No deductible or self-insured retention may exceed $10,000.00 without the prior written approval of the City.

(e) If the Company fails to carry the required insurance, the City may (i) order the Company to stop further performance hereunder, declare the Company in breach, pursuant to Paragraph E-4 and terminate the Contract if the breach is not remedied, or (ii) purchase replacement insurance and withhold the costs or premium payments made from the payments due to the Company or charge the replacement insurance costs back to the Company.

(f) Any subcontractor or subconsultant approved by the City shall be required to procure, maintain and submit proof of insurance to the City of the same insurance requirements as specified above, and as required in this paragraph.

(g) The Company is encouraged to purchase any additional insurance as it deems necessary.

(h) The Company is required to remedy all injuries to persons and damage or loss to any property of the City, caused in whole or in part by the Company, its subcontractors or anyone employed, directed or supervised by the Company.

(i) The policies required in E-5 (a) i-iii shall have a Waiver of Subrogation provision endorsement in favor of the City of Las Vegas.

4. **General.** In the event of any conflict between the Contract, as previously modified and this modification, the provisions of Modification No. 5 take precedence. All other contract terms and conditions remain unchanged.

IN WITNESS WHEREOF, the parties hereto have caused this Modification No. 5 to be executed by their duly authorized representatives.

CITY OF LAS VEGAS

KATHLEEN C. RAINEY, Manager
Purchasing and Contracts

"City"

ATTEST:

BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Robert S. Sylvain 3-25-10
Deputy City Attorney Date

OSTROVSKY & ASSOCIATES

ROBERT A. OSTROVSKY, President

"Company"

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.

Block 1 **Contracting Entity**
OSTROVSKY & ASSOCIATES
Name 2328 DELNA DR, LV. NV. 89134
Address 702-255-7183
Telephone 86-0849080
EIN or **DUNS**

Block 2 **Description**
Subject Matter of Contract/Agreement
State Legislative Consulting Services
RFP#

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

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

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

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	Robert Ostrovsky President	2328 Delina Dr, LV NV 89134	702-255-7183
2.	Linda Ostrovsky Vice President	2328 Delina Dr. LV NV 89134	702-255-7183
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: Ø.

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

R O Ostrovsky
Name

5/24/06
Date

Subscribed and sworn to before me this 24th day of May, 2006

Regine C Skancke
Notary Public

REGINE C. SKANCKE
Notary Public State of Nevada
No. 99-51264-1
My appt. exp. Feb. 21, 2007

CERTIFICATE
DISCLOSURE OF OWNERSHIP/PRINCIPALS

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Subject Matter of Contract/Agreement
State Legislative Consulting Services
RFP#

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

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

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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

R O Ostrovsky
Name

5/24/06
Date

Subscribed and sworn to before me this 24th day of May, 2006

Regine C Skancke
Notary Public

REGINE C. SKANCKE
Notary Public State of Nevada
No. 99-51264-1
My appt. exp. Feb. 21, 2007

City of Las Vegas Agenda Item No.: **38.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 5, 2010

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: MARK R. VINCENT ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of award of Contract No. 090056-CW, Banking Services (including indemnification provision) - Department of Finance and Business Services - Award recommended to: BANK OF AMERICA, N.A. ($400,000 - General Fund)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $400,000
Funding Source: General Fund
Dept./Division: Finance and Business Services

PURPOSE/BACKGROUND:
This contract provides for banking services for the City. The contract includes limited mutual indemnification provisions in Exhibit B, "Treasury Services Terms and Conditions," Sections "Limitation of Liabilities" and "Protection From Third Parties". Bank of America was selected through a competitive Request for Proposals process.

PCC: C. White
POC: Greg M. Titus - (775) 688-8783

RECOMMENDATION:
That City Council approve award of Contract No. 090056-CW, Banking Services, including limited mutual indemnification provisions, to Bank of America, N.A. in the estimated annual amount of $400,000 from date of award through June 30, 2013 with two three-year options to renew. Authority to execute the Contract is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
1. Contract No. 090056-CW
2. Certificate - Disclosure of Ownership/Principals

CONTRACT FOR BANKING SERVICES

THIS CONTRACT is being entered into this _____ day of _____, 2010, by and between the CITY OF LAS VEGAS (hereinafter the "City"), a municipal corporation within the State of Nevada having its principal office at 400 Stewart Avenue, Las Vegas, Nevada 89101, and BANK OF AMERICA, N.A. (hereinafter the "Company") having its principal office located at 300 S. 4th Street, Las Vegas, Nevada 89101.

SECTION A – Contract Form

The subject matter of this Contract is Banking Services.

SECTION B – Basic Terms

B-1 Definitions

The following definitions apply to this Contract:

(a) *"Automated Clearing House (ACH)"* means a computer-based clearing and settlement facility established to process the exchange of electronic transactions between participating depository institutions.

(b) *"Award Date"* means the date that a Contract becomes effective. It is the date that is entered into the first paragraph of a Contract upon execution by an authorized representative of the City.

(c) *"City"* means the City of Las Vegas.

(d) *"City Council"* means the governing body of the City of Las Vegas.

(e) *"Company"* means the individual, partnership, or corporation responsible for the performance of services under this Contract.

(f) *"Company Representative"* means the individual authorized to act on behalf of the Company regarding routine matters arising under or relating to this Contract.

(g) *"Concentration Account"* means a deposit account into which funds are periodically transferred from various local banks, via wire transfer or automated clearing house debit, from other accounts in the same bank, or in different banks.

(h) *"Contract"* means this document, consisting of Sections A through F, which is binding and effective only upon execution by the City.

(i) *"Deliverable"* means any report, software, hardware, data, documentation, or other tangible item that the Company is required to provide to the City under the terms of the Contract.

(j) *"Earnings Credit Rate (ECR)"* means an adjustment factor that reduces bank service charges on business checking accounts.

(k) *"Lockbox"* means a cash management system whereby the City's customers' mail payments to a post office box near the Company's processing center. The Company collects the checks from the lockbox and deposits them to the City's bank account and informs the City of the deposit.

(l) "Magnetic Ink Character Recognition (MICR)" means digital characters on the bottom edge of a paper check containing the issuing bank's American Bankers Association (ABA) transit number (bank identifier) and check routing symbol (denoting funds availability).

(m) *"Non-exclusive Contract"* means a Contract under which the City agrees to obtain some, but not necessarily all, of the City's requirements for a particular service.

(n) *"Project Manager"* means the City representative who is responsible for the coordination of Contract performance between the City and the Company.

(o) *"Zero-balance account (ZBA)"* means an account that has a zero balance at the end of each business day. In a ZBA depository account, balances are automatically transferred to a concentration account. In a ZBA disbursement account, funds are automatically transferred from a concentration account.

B-2 Contract Type

The Contract type is fixed-fee per item less allowance earned. This is a Non-Exclusive Contract.

B-3 Prices/Costs

(a) Monthly Cost Analysis Statement. The Company will provide monthly cost analysis statements to the City within nine (9) business days after the end of the month. All charges will be paid quarterly through the compensating balance with net fees due and debited from the corresponding Concentration accounts.

(b) Banking Service fees for any optional renewal period(s) will be negotiated and substantiated using a recognized economic indicator.

B-4 Performance Period

The performance period commences from Award Date and continues for three (3) years, with two (2) three-year renewal options available at the City's sole option. The City will give the Company ninety (90) days written notice of intent to renew the Contract. Upon expiration or termination of the Contract, accounts may be left open for up to 180 days from the date of expiration or termination to allow for check clearing.

SECTION C – Statement of Work

C-1 Scope of Services

1. Scope of Banking Services

The Banking Services detailed in this section will be performed for the City, through the City's Financial Services Division. **During the term of this Contract, the Company shall provide services in accordance with the terms and procedures documented in the Company's Proposal "Attachment 1 Work Plan: Response to Statement of Work".**

2. Accounts Included

The banking activity will, for the most part, be conducted within several concentration bank accounts each with various sub-accounts as follows:

(a) Main Concentration Account
- i. Business, Sewer, and Accounts Receivable lockbox payment account
- ii. Parking Collection lockbox payment account
- iii. City Special Improvement District (SID) lockbox payment account
- iv. Leisure Services depository account
- v. Federal Inmate disbursement account
- vi. Payroll disbursement account
- vii. Controlled disbursements account
- viii. Municipal Court Bail Refund disbursement account
- ix. Third-Party Health Insurance Administrators disbursement accounts
- x. Inmate refund disbursement account

(b) City of Las Vegas Community Schools Concentration Account
- i. Community Schools' depository account
- ii. Becker Community School payroll account
- iii. Brinley Community School payroll account
- iv. Molasky Community School payroll account
- v. Charleston Heights Community School payroll account
- vi. Clark Community School payroll account
- vii. Johnson Community School payroll account

viii. Lied Community School payroll account
ix. Robison Community School payroll account
x. Gibson Community School payroll account

(c) Stand Alone Non-Zero Balance Accounts (ZBA's)
i. Bi-State Commission
ii. Las Vegas Redevelopment Agency Account
iii. The Commission for the Las Vegas Centennial
iv. CityParkway IVA
v. CityParkway V
vi. Office District Parking I
vii. Developer SID lockbox account

3. Account Structure

The Company will maximize the City's cash availability and earnings through the use of concentration and zero-balance accounts. This account structure is comprised of two Concentration Accounts, and various Zero-Balance Accounts (ZBAs) as well as multiple Stand Alone Accounts as indicated in Paragraph 2. (c), above.

All disbursements, except for the Stand Alone Accounts, will flow through the Zero-Balance Accounts. All balances, except for the Stand Alone Accounts, will be maintained in the Concentration Accounts as indicated in Paragraph 2, above. The ZBAs will be reimbursed at the close of the business day. The ZBAs will always have a zero ledger balance at the beginning of each business day.

The City reserves the right to open additional Concentration Accounts, ZBAs, and Stand Alone Accounts during the contract period at the price proposed in the proposal.

(a) Concentration Accounts

The purpose of these accounts is to concentrate the cash balances on a daily basis. It is the City's intent to maintain a single compensating balance for each concentration account, held as deposits that are either insured or collateralized to support activity costs for all related sub-accounts.

Deposits to the Concentration Accounts and the sub-depository and lockbox accounts will be retained in the Concentration Account until the funds become available (see 4. Availability of Funds) at which time they will be considered collected balances. The various disbursement accounts (see 2. Accounts Included) will not have any deposit transactions.

Appropriate balances will be transferred from the Concentration Account to the various disbursement accounts (and other ZBAs) at the end of the business day to cover the amount of checks presented. Conversely, deposits received in the sub-depository and lockbox accounts will be transferred into their respective Concentration Accounts at the end of the business day.

On a daily basis (see 6. Daily Balance Report Notification and Electronic Banking) the City will have on-line access of the collected balance in the Concentration Account. Any balances remaining in the Concentration Account at 6:00 p.m., including EFT transfers received after the 6:00 p.m. cutoff, will be given an earnings credit on the available balance in accordance with provisions in 8. Earnings Credit Program.

(b) Zero-Balance Accounts

The various disbursements accounts will be used solely to process disbursements. There will not be any deposits into these accounts, except for bank transfers to cover checks presented for payment.

The various lockbox payment accounts will be used solely to process customer payments to the City.

The sub-depository accounts will be used for all City deposits as well as incoming wires.

The ZBAs will operate on the following basis:

At the end of the business day, the zero-balance accounts will be debited individually for each check presented during the day or credited individually for each deposit received. At the close of the business day, the total amount debited or credited will be transferred from/to the Concentration Account and credited or debited to the ZBA.

Memo-posting of the totals of checks or deposits in the zero-balance accounts will not be permitted.

Transfers between the accounts will be charged to the City only as transfers and not also as items deposited and check paid. All transfers will take place automatically without initiation by the City.

(c) Stand Alone Non Zero Balance Accounts

The various Stand Alone Non ZBA accounts are used as both depository and/or disbursement accounts. These accounts may have their own individual tax identification numbers separate from the City.

Each account will stand alone and maintain a certain balance as needed by the City.

The City requires, for analysis purposes, that the Main Concentration account serve as the key account for all the Stand Alone accounts. All analysis charges shall be debited out of the City's Main Concentration account and the City of Las Vegas Community Schools Concentration Account by the 20th of each month following the end of each quarter.

4. Availability of Funds

Deposits will be made periodically during the business day (8:00 a.m. to 2:00 p.m. or later depending on the bank) to a designated location mutually agreed on by the City and the Company.

The Company agrees to credit the City's Concentration Account for selected items according to the following schedule:

Incoming EFT Transfers receive same day credit regardless of time of receipt during the day. EFTs received after the 6:00 p.m. cutoff will be treated as collected funds for that day and will be considered part of the available funds. See 8. Earnings Credit Program.

Funds availability for all checks will be based on the Company's "Availability Schedule". The Company must notify the City, in writing, of any changes to the schedule. The City reserves the right to periodically audit the Company's compliance with the existing "Availability Schedule".

5. Deposit Reconciliation Service

A deposit reconciliation service is requested to establish a unique number for each major depositing location, so that NSF checks can be easily tracked back to the particular department and deposit discrepancies can be easily reconciled. This unique number shall be located on the deposit ticket and each check deposited shall be tracked by the particular deposit ticket.

6. Daily Balance Report Notification and Electronic Banking

The Company shall provide the City with on-line account access no later than 7:00 a.m. with the following minimum information:

(a) Previous Day balance reporting as follows:

i. Ledger balance
ii. Available (or collected) balance
iii. Float for 1, 2 and 3 day
iv. Summary of debit and credit postings
v. Detail listing of all debit and credit transactions
vi. One file each day with indicators for each bank account
vii. Separate daily totals for each type of credit card with department code
viii. Departmentalized deposits in detail

(b) Current day transaction/balance reporting

(c) Month-end transaction/balance reporting

(d) Monthly bank statement to be retrieved by the City

i. Available no later than 10 calendar days after month-end
ii. Available in Excel by deposit location

7. Electronic Banking

The City requires access to on-line banking for the following services:

(a) Stop payments

i. Stop payments shall be allowed by phone for extenuating circumstances

(b) Currency / change order system

i. Some other type of automation will be considered

(c) Electronic payment of payroll withholding taxes

(d) Wire transfers

i. The Company agrees to set-up frequently used templates.
ii. The Company agrees to establish the requirements (i.e.: number of approvals required, dollar limits, etc.) for each template.
iii. Wire transfers shall be allowed by phone for extenuating circumstances.
iv. Ability to warehouse instructions for future value dated wire transaction.

8. Earnings Credit Program

The Company agrees to give an earnings credit on the collected balance in the Concentration Accounts, as well as the various Stand Alone accounts, on the Company's books at 6:00 p.m. (including any EFT transfers received after 6:00 p.m.). All earnings credits from the Stand Alone accounts shall be applied to the City's Main Concentration account to be netted against the analysis fees (see, B-3 Prices/Costs). The balance on the books at 6:00 p.m. is interpreted to include any EFT transfers received during the day, less any outgoing EFTs. See Attachment D for Company's earnings credit calculation.

In the event that the Concentration Accounts and any Stand Alone account is a negative balance, then interest charged on any overdrawn balances will be calculated using the same formula that the City receives on the earnings credit allowance. The Company shall not assess penalties, such as overdraft fees, on any negative balance.

9. ACH Services

The Company shall support the Automated Clearing House (ACH) technology and transmission deadlines that the City uses for processing direct deposit payroll payments, payroll taxes, accounts payable vendor payments, and sewer receivables.

10. Account Reconciliation

The Company shall provide reconciliation services for all accounts specified in this Contract. Reconciliation services shall include at least the following requirements:

(a) An ASCII formatted file for each account for the checks paid each month. The layout for each file will include at least the account number, check number, amount and date paid.

i. This file can be transmitted to the City electronically or via the internet. **Submittal via File Transfer Protocol (FTP) is preferred.**
ii. Whichever method of transmission is used, the City desires to have the ability to export the data into a spreadsheet program.

(b) Access to timely check clearing data via the internet

i. Other comparable mediums will be considered as long as the data is timely (within a week or less from the date of clearing).

ii. This data must be maintained and retrievable for a period of at least six months.

(c) On a monthly basis, a CD ROM of cancelled check images must be provided. All accounts will be combined on one CD. Software to access images will be provided by the Company. An index must be included on the CD, whereby a search can be performed for a specific payment.

(d) Return of debit and credit memos or availability to access via internet.

(e) The ability to remove outstanding checks from the current month's outstanding check listing after a period of one year. The preferred method would be to have the Company automatically remove checks older than one year from the outstanding list. These checks would still have an unpaid status; however, such checks would not be included in the monthly current outstanding check listings.

Company will provide the monthly cancelled check files within six (6) business days after the end of a month. Other services are to be provided within nine (9) business days after the end of the month.

11. Lockbox Service

The Company shall provide lockbox services to the following minimum specific requirements:

(a) Pick up all items in the P.O. Box at least once every business day before 8:00 a.m.

(b) Have the capability to process single check single coupon, multiple checks single coupon, single check multiple coupons, single check with no limit coupons (meaning one check for 1,000 coupons) and multiple checks for multiple coupons.

(c) Have the capability to manually key data for Accounts Receivable and Parking lockbox payments.

(d) Have the capability to read City's coupon scan lines for Sewer, Business License and Special Improvement Districts (SID) as they currently exist.

(e) Process the payments by matching the amount of the check with the amount of the attached coupon. The following is a description of our various current lockbox operations:

i. The City's SID administrator, Assessment Management Group (AMG), receives all the supporting documentation (including envelopes) each day in order to key in exceptions. The data is transmitted electronically and uploaded into AMG's software database.

ii. The Business License, Accounts Receivable and Sewer data is electronically retrieved. Exceptions are to be delivered no later than 11:00 a.m. the next business day. Exceptions are categorized as follows:

(1) The check is already deposited but missing a payment coupon.

(2) Checks that are not made payable to the City or an acceptable payee name.

iii. The lockbox will receive the actual parking ticket, a non scannable coupon, which will require manual data entry. The Parking Ticket data is electronically retrieved. Exceptions are to be delivered no later than 11:00 a.m. the next business day. Exceptions include:

(1) No ticket

(2) No check

(3) Correspondence w/o payment

(4) Rental company contracts

(5) "Paid in Full" payments

(6) Post-dated checks

(7) Checks that don't fully cover tickets (transaction out of balance)

(f) The City requires delivery of lockbox data by 2:30 p.m. daily. The data must be available for electronic retrieval. The exception items must be available for delivery, pick-up, or imaged (preferably accessible via the internet on one file). All supporting documentation must also be delivered, mailed, or imaged. This includes envelopes (including access

to the postmark) as well as the back of coupons when the customer provides change of address data. If imaged, the quality of the image must be of an acceptable quality.

(g) The City requires a header record on lockbox transmissions, which includes the time period, covered in the transmission.

(h) All checks and bills that are to be accepted and processed by the Company will be entered into the Company's computer system by customer account number and amount.

(i) The City also requests that the Company provide an FTP site in which the City and AMG can retrieve the information.

(j) The Company is prohibited from contacting any customer regarding their account or payment. All questions are to be directed to the City or AMG.

(k) All research requests from the City or AMG will be addressed within 48 hours.

(l) All daily batch reports will be transmitted in CD media or other approved electronic media.

The City reserves the right to modify the above specifications with the approval of the Company in order to gain increased efficiencies in the system.

The Company agrees to test the scan ability of any stubs the City or AMG plans to use before any stubs are actually processed. Stubs that are subsequently rejected by the Company's processing equipment, and later found to be scan able will not be charged to the City. Only stubs that fail the scanning process twice will be rejected and billed to the City.

12. Parking Coin Sorting

The Company agrees to receive unsorted, unwrapped, coins in bags; count or weigh them; and include them in the deposit on the day received. A separate deposit location number will be provided. The Company is advised that, as these funds are uncounted, proper internal controls must be in place to insure that until the coins are counted and recorded, they are not to be handled by one individual independently of anyone else. In other words, a minimum of two persons must be present whenever these funds are handled until they are counted and recorded.

Current estimates of coins to be deposited from Parking are $85,000 per month, or about $4,000 per day.

Charges for coin sorting shall be reported as a separate identifiable line item on the City's cost analysis.

13. Statement and Advice Frequency

Monthly Bank Statements will be for the full calendar month and will be made available on-line or delivered to the person responsible for bank statement reconciliation within the City's Accounting Operations Division within nine (9) business days after the end of the month.

Monthly Cost Analysis Statement for a particular month will be completed and made available on-line or delivered to the City's Financial Services Division within nine (9) business days after the end of the month.

14. Other Banking Services and Conditions

(a) All returned checks due to insufficient funds will be automatically re-deposited a second time. If a check is returned a second time, the Company will issue a debit memo and forward the returned check to a contact person in the City Treasurer's office.

(b) The City intends to pay for all services specified within the Contract. Other services which the Company customarily provides at no cost shall also be included. All other supplies must be priced and included.

i. A large portion of the City's deposits will be made through an armored car service that has been contracted by the City. All costs related to the armored car service are paid directly by the City and are not part of this Contract.

(c) All charges will be paid through the compensating balance with net fees due and debited from the corresponding Concentration Accounts. Should the City add services not listed, those charges will be covered by the compensating balance as directed by the City. Unless agreed to by the City, this Contract contains all the costs associated with providing banking services, as requested, to the City.

Additional costs not previously approved or authorized by the City will not be paid or funded in the compensating balance calculations.

(d) All debit and credit memos must be reported in writing, or made available on-line, to the City within three (3) business days (i.e. copy of the memo, plus any supporting documentation). All debit and credit memos required to adjust errors caused by the Bank will not be charged to the City. All bank errors must be corrected within three (3) business days of notification by the City.

(e) The Company agrees to provide MICR check specifications to the City. The City uses laser-check printing and therefore MICR-encodes checks as the checks are printed.

(f) The Company will provide coins and currency as occasionally requested by various locations within the City.

(g) The City is currently utilizing Positive Pay in which the check files are transmitted daily to the Company. This process protects the City (as well as our employees and vendors) against check fraud. The Company runs a report against presented checks and informs the City of any exceptions via its online banking portal. Checks presented for payment at the teller line are also compared to this report and irregularities are communicated to the City.

i. The City requires electronic transmission of positive pay data
ii. The City requires uniformity in the administration of positive pay. The same procedures will be followed to implement positive pay for each account.

(h) The City is currently accepting credit/debit cards as payment for many City services. The City accepts MasterCard, Visa, Discover, and American Express at approximately 20 different locations, with the intention to add locations.

i. The City requires a designated representative to facilitate and manage Chargebacks.
ii. The City will be credited daily for the gross amount of the bank card transactions. Any sales discount fee or percentage proposed will be billed at the end of the month and will be debited out of the City's Main Concentration Account.

(i) The City requires various accounts in which the City grants authority for individuals in other entities (Insurance third-party administrator, YMCA, Community Schools) to act as signatories on City checking accounts.

(j) The City requires full collateralization of non-FDIC-insured balances through the State of Nevada's Pooled Collateral Program.

(k) The Company will provide the City with the ability to make night drop deposits after hours. City staff will prepare a deposit slip, use a tamper-resistant plastic bag and night drop the deposit after hours, for deposit the next day.

(l) The Company will provide Electronic Data Interchange (EDI) services that are capable of processing EDI transactions for both payments and receipts.

(m) The Company will provide the City with the ability to utilize automated sweep accounts for investment purposes.

15. Additional Banking Services

Additional Banking Services may be added during the term of this Contract if the City determines a need for such additional services. These services will be provided at a negotiated price as determined by both parties to this Contract. Any such services shall be added to the Contract by written amendment and signed by both parties to be effective on such date as these additional services are implemented.

SECTION D – Special Clauses

D-1 Legal Notice [CAO-7/24/08]

(a) All legal notices required pursuant to the terms and conditions of this Contract shall be in writing, unless an emergency situation dictates otherwise. Any notice required to be given under the terms of this Contract shall be deemed to have been given when:

(i) received by the party to whom it is directed by hand delivery or personal service, or transmitted by facsimile with confirmation of transmission,

FOR THE CITY:
City of Las Vegas
Manager, Purchasing and Contracts
City Hall, First Floor
400 Stewart Avenue
Las Vegas, Nevada 89101-2986
Fax: (702) 384-9964

FOR THE COMPANY:
Bank of America, N.A
Greg M. Titus
Senior Vice President
401 S. Virginia Street, 2nd Floor
Reno, Nevada 89501
Fax: 312-453-6476

(b) The parties shall provide written notification of any change in the information stated above.

(c) An original signed copy, via U. S. Mail, shall follow facsimile transmissions.

(d) For purposes of this Contract, legal notice shall be required for all matters involving potential termination actions, litigation, indemnification, and unresolved disputes. This does not preclude legal notice for any other actions having a material impact on the Contract.

(e) Routine correspondence should be directed to the Project Manager or the Company Representative, as appropriate.

D-2 Project Manager/Company Representative [CAO-7/24/08]

(a) The City designates Colleen Lewis, Senior Financial Analyst, as the Project Manager for this Contract. The City will provide written notice to the Company, should there be a subsequent Project Manager change. The Project Manager will be the Company's principal point of contact at the City regarding any matters relating to this Contract, will provide all general direction to the Company regarding Contract performance, and will provide guidance regarding the City's goals and policies. The Project Manager is not authorized to waive or modify any material scope of work changes or terms of the Contract.

(b) The Company designates Greg Titus, Senior Vice President, as the Company Representative for this Contract. The Company will provide written notice to the City, should there be a subsequent Company Representative change. The City has the right to assume that the Company Representative has full authority to act for the Company on all matters arising under or relating to this Contract.

D-3 Warranty – Services [CAO-7/24/08]

The Company warrants that the services shall be performed in full conformity with this Contract, with the professional skill and care that would be exercised by those who perform similar services in the commercial marketplace, and in accordance with accepted industry practice. In the event of a breach of this warranty and/or in the event of non-performance and/or failure of the Company to perform the services in accordance with this Contract, the Company shall, at no cost to the City, re-perform or perform the services so that the services conform to the warranty.

D-4 Intellectual Property Rights [CAO-7/24/08]

Except for Company's proprietary manuals, user guides, software and intellectual property rights, all deliverables produced under this Contract, as well as all data, notes, and documentation collected on behalf of the City are exclusively the property of the

D-5 Licenses/Registrations [CAO-7/24/08]

During the entire performance period of this Contract, the Company shall maintain all federal, state, and local licenses, certifications and registrations applicable to the work performed under this Contract, including maintaining an active City of Las Vegas business license.

D-6 Order of Precedence [CAO-7/24/08]

In the event of a conflict between the specific language set forth in Sections B through E of this Contract and any Attachment or Exhibit set forth in Section F, the specific language in Sections B through E shall prevail. Any exception to this order of precedence will be addressed through specific language elsewhere in Sections B through E.

SECTION E – General Clauses

E-1 Disputes [CAO-7/25/08]

(a) For each claim or dispute arising between the parties under this Contract, the parties shall attempt to resolve the matter through escalating levels of management. In the event the matter cannot be successfully resolved in this manner, the City is granted the right, regardless of which party is asserting the claim or dispute, to determine between arbitration or litigation as the forum in which the party desiring to proceed further shall file to resolve the claim or dispute. For any and all claims or disputes asserted by the Company, the Company shall notify the City of its intent to proceed further with the claim or dispute, and in response thereto, the City shall notify the Company as to its selected forum for resolution. For any and all claims or disputes asserted by the City, the City shall notify the Company in the notice of its intent to proceed with further resolution and in the same notice as to whether it has selected arbitration or litigation as the forum to resolve the claim or dispute. In the event arbitration is the designated forum, such arbitration shall be binding on the parties.

(b) If arbitration is selected by the City as the forum for further resolution, the claim or dispute shall be filed with the Nevada Arbitration Association or the American Arbitration Association under its then current Commercial Arbitration Rules, Expedited Procedures, regardless of the amount of the claim or dispute.

(c) The laws of the State of Nevada shall govern this Contract and the venue for purposes of such litigation or arbitration shall be in the City.

E-2 Notice of Delay [CAO-7/24/08]

(a) Should the timely performance of this Contract be jeopardized by the non-availability of City provided personnel, data, or equipment, the Company immediately shall notify the City in writing of the facts and circumstances that are contributing to such delay. Upon receipt of this notification, the City will advise the Company in writing of the action which will be taken to remedy the situation.

(b) The Company shall advise the City in writing of an impending failure to meet established milestones or delivery dates based on the Company's failure to perform. Notice shall be provided as soon as the Company is aware of the situation; however, such notice shall not relieve the Company from any existing obligations regarding performance or delivery.

E-3 Termination for Default [CAO-7/24/08]

(a) The City may, by written notice of default to the Company, terminate this Contract in whole or in part if the Company fails to:

   i. Perform the services under Section C (Statement of Work), including, if applicable, delivering any required software, goods, or documentation within the time specified in this Contract or any extension;
   ii. Make progress, so as to endanger performance of this Contract; or
   iii. Perform any of the other provisions of this Contract.

(b) The City's right to terminate this Contract under (a)(ii) and (a)(iii) above, may be exercised if the Company does not cure such failure within ten calendar days (or more if authorized by the City) after notice, specifying the failure, is provided pursuant to the Paragraph D-1 (Legal Notice) of this Contract.

(c) If the City terminates this Contract for default in whole or in part, it may acquire, under reasonable terms and in the manner the City considers appropriate, services or goods similar to those terminated, and the Company shall be liable to the City for any excess costs for those services or goods. However, the Company shall continue the work not terminated.

(d) The Company shall not be liable for any excess costs if the failure to perform the Contract arises from circumstances beyond the control and without the fault or negligence of the Company. These circumstances are limited to such causes as (1) acts of God or of the public enemy, (2) acts of governmental bodies, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) labor strikes, (8) freight embargoes, or (9) unusually severe weather. The time of performance of the Company's obligations under this Contract shall be extended by such period of enforced delay; provided, however, that such reasonably extended time period shall not exceed 60 days. If the foregoing circumstances result in a delay greater than 60 days, the City may terminate the affected portion of the Contract pursuant to the terms of Paragraph E-3 (Termination for Convenience).

(e) Either party may terminate this Contract, in whole or in part, if the other party becomes insolvent or bankrupt or makes an assignment for the benefit or creditors, or if a receiver or trustee in bankruptcy is appointed for the other party, or if any proceeding in bankruptcy, receivership, or liquidation is instituted against the other party and is not dismissed within 30 days following commencement thereof.

(f) The City retains the right to terminate for default immediately should the Company fail to maintain the required levels of insurance, fail to comply with applicable local, state, and Federal statutes governing performance of these services, or fail to comply with statutes involving health or safety.

E-4 Insurance:[CAO-1/12/09] R

(a) The Company shall procure and maintain, at its own expense, during the entire term of the Contract, the following coverage(s):

i. Industrial/Workers' Compensation Insurance protecting the Company from potential Company employee claims based upon job-related sickness, injury, or accident, during performance of this Contract, and must submit proof of such insurance to the City on a certificate of insurance issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with NRS 616A-616D, inclusive.

ii. Commercial General Liability Insurance (bodily injury, property damage) with respect to the Company's agents assigned to the activities performed under this Contract in a policy limit of not less than $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate, for bodily injury (including death), personal injury and property damages. Such coverage shall be on an "occurrence" basis and not on a "claims made" basis, and be provided on either a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad form CGL endorsement) insurance form. The form must be written on an ISO Form CG 00 01 10 01, or an equivalent form.

iii. Commercial Automobile Liability Insurance of limits no less than $1,000,000 combined single limit per occurrence for bodily injury and property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by Company and any auto used to the performance of services under this Contract. The policy must insure all vehicles **owned** by the Company and include coverage for **hired** and **non-owned** vehicles.

If the services requested do not require the use of vehicle to perform, Commercial Automobile Liability Insurance requirements, as described in (iii) above, do not apply.

iv. Professional Liability Insurance (only if the contract is for professional services) of limits no less than $1,000,000, combined single limit and in the aggregate. If coverage is on a "claims made" basis, then it must continue for a period of two years beyond the completion or termination of this Contract. Any retroactive coverage must coincide with or predate the beginning of this Contract and may not be changed without the consent of the City.

v. Director's and Officers' Insurance of limits to less that $1,000,000, combined single limited and in the aggregate. If coverage is on a "claims made" basis, then it must continue for a period of two years beyond the completion or termination of this Contract. Any retroactive coverage must coincide with or predate the beginning of this Contract and may not be changed without the consent of the City.

vi. Banker's blanket bond for officers, managers and employees in the amount of Five Million Dollars ($5,000,000.00).

vii. Maintenance of sufficient capitalization to meet the Federal Depositor's Insurance Corporation minimum qualifications for insuring accounts.

(b) The Company shall deliver certificate(s) of insurance in ACORD form, and endorsements indicating that such coverage required by this Contract is in effect shall be delivered to Insurance Tracking Services, Inc. (ITS), the City's authorized representative, within three days after the Award Date of this Contract, or before work commences, whichever is earliest. All policy certificates and endorsements are required to be an agent authorized by that insurer

and who is licensed by the State of Nevada. All required aggregate limits must be disclosed and amounts entered on the certificate(s) of insurance. The certificates must identify the Contract number and the Contract description. The Company shall maintain coverage for the duration of this Contract, and any renewal periods, if applicable. The Company shall annually provide ITS with a certificate of insurance as evidence that all insurance requirements have been met. The Company and/or insurance carrier shall endeavor to provide the ITS with a 30 day advance notice of policy modification, cancellation or erosion of insurance limits, sent by certified mail "return receipt requested".

Submit certificates of insurance to:

City of Las Vegas
C/O Insurance Tracking Services, Inc. (ITS)
P.O. Box 21919
Long Beach, CA 90801
Account Manager: Michael Palacios
Phone: (888) 435-2955 ext. 503 • Fax: 562-435-2999
Email: michael.palacios@instracking.com

(c) The City, its officers and employees shall be named as additional insureds and such notation shall appear on the certificate of insurance furnished by the Company's insurance carrier. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer and licensed by the State of Nevada. The City requires insurance carriers to maintain a Best's Key rating of A VII, or higher. The adequacy of the insurance supplied by the Company, including the rating and financial health of each insurance carrier providing coverage, is subject to the approval of the City.

(d) If the Company fails to carry the required insurance, the City may (i) order the Company to stop further performance hereunder, declare the Company in breach, pursuant to Paragraph E-4, terminate the Contract if the breach is not remedied and, if permitted, assess liquidated damages, or (ii) purchase replacement insurance and withhold the costs or premium payments made from the payments due to the Company or charge the replacement insurance costs back to the Company.

(e) Any subcontractor or subconsultant approved by the City shall be required to procure, maintain and submit proof of insurance to the City of the same insurance requirements as specified above, and as required in this paragraph.

(f) The Company is encouraged to purchase any additional insurance as it deems necessary.

(g) The Company is required to remedy all injuries to persons and damage or loss to any property of the City, caused in whole or in part by the Company, its subcontractors or anyone employed, directed or supervised by the Company.

E-5 Indemnification [CAO-7/24/08] **R**

(a) In addition to the insurance requirements set forth in Paragraph E-5 (Insurance), the Company shall protect, indemnify and hold harmless the City, its officers, employees, agents, and consultants (collectively herein the "City") harmless from any and all claims, liabilities, damages, losses, suits, actions, decrees, and judgments including, attorney's fees, court costs or other expenses of any and every kind or character (collectively herein the "Liabilities") which may be recovered from or sought against the City, as a result of, by reason of, or as a consequence of, any negligent act or omission on the part of the Company, its officers, employees, or agents in the performance of the terms, conditions and covenants of the Contract Notwithstanding the foregoing, the indemnification obligations of Company for Liabilities under this agreement will not exceed the annual fees paid on an annual basis and $1,000,000.00 over the life of this Contract.

(b) If a third party claim against the City for negligent performance by the Company is within the limits of its liability insurance and the insurance company has accepted the City's tender of defense, then the City will pay the Company what is due and owing to them, within the payment method specified in this Contract. However, if the claim is greater than the coverage amount, the City, for its protection, may retain any money due and owing the Company under this Contract, until the claim has been resolved. In the event no money is due and owing, the surety, if required, of the Company, may be held until all of the Liabilities have been settled and suitable evidence to that effect furnished to the City.

(c) It is expressly agreed that the Company shall defend the City, against the Liabilities and in the event that the Company fails to do so, the City shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs, including attorney's fees and court costs, to the Company. Notwithstanding the foregoing, the indemnification obligations of Company for Liabilities under this agreement will not exceed the annual fees paid on an annual basis and $1,000,000.00 over the life of this Contract.

E-6 Assignment [CAO-7/24/08]

Neither party may assign their rights nor delegate their duties under this Contract without the written consent of the other party. Such consent shall not be withheld unreasonably. Any assignment or delegation shall not relieve any party of its obligations under this Contract.

E-7 Waiver [CAO-7/24/08]

Waiver of any of the terms of this Contract shall not be valid unless it is in writing signed by each party. The failure of the City to enforce any of the provisions of this Contract, or to require performance of any of the provisions herein, shall not in any way be construed as a waiver of such provisions or to affect the validity of any part of this Contract, or to affect the right of the City to thereafter enforce each and every provision of this Contract. Waiver of any breach of this Contract shall not be held to be a waiver of any other or subsequent breach of this Contract.

E-8 Taxes/Compliance with Laws [CAO-7/24/08]

(a) The City is exempt from paying Sales and Use Taxes under the provisions of Nevada Revised Statutes 372.325(4), and Federal Excise Tax, under Registry Number 88-87-0003k. The Company shall pay all taxes, levies, duties and assessments of every nature and kind, which may be applicable to any work under this Contract. The Company shall make any and all payroll deductions required by law. The Company agrees to indemnify and hold the City harmless from any liability on account of any and all such taxes, levies, duties, assessments and deductions.

(b) The Company in the performance of the obligations of this Contract shall comply with all applicable laws, rules and regulations of all governmental authorities having jurisdiction over the performance of this Contract including, but not limited to, the Federal Occupational Health and Safety Act, and all state and federal laws prohibiting and/or relating to discrimination by reason of race, sex, age, religion or national origin.

E-9 Audit of Records [CAO-8/5/08]

(a) The Company agrees to maintain the financial books and records (including supporting documentation) pertaining to the performance of this Contract according to standard accounting principles and procedures. The books and records shall be maintained for a period of seven (7) years after the date of a transaction giving rise to the services hereunder. If the Company goes out of business, the Company shall forward the books and records to the City to be retained by the City for the period of time required herein.

(b) The City, or its designated representative(s), shall have the right to inspect and audit (including the right to copy and/or transcribe) the books and records of the Company pertaining to the performance of this Contract during normal business hours. The City will provide prior written notice to the Company of the audit and inspection. If the books and records are not located within Clark County, the Company agrees to deliver them to the City, or to the address, designated by the City, within Clark County. In lieu of such delivery, the Company may elect to reimburse the City for the cost of travel (including transportation, lodging, meals and other related expenses) to inspect and audit the books and records at the Company's office. If the books and records provided to the City are incomplete, the Company agrees to remedy the deficiency after written notice thereof from the City, and to reimburse the City for any additional costs associated therewith including, without limitation, having to revisit the Company's office. The Company's failure to remedy the deficiency shall constitute a material breach of this Agreement. The City shall be entitled to its costs and reasonable attorney fees in enforcing the provisions of this Paragraph

(c) If, at any time during the term of this Contract, or at any time after the expiration or termination of the Contract, the City or the City's designated representative(s) finds the dollar liability is less than payments made by the City to the Company, the Company agrees that the difference shall be either: (a) repaid immediately by the Company to the City or (b) at the City's option, credited against any future billings due the Company.

E-10 Independent Contractor [CAO-7/24/08]

In the performance of services under this Contract, the Company and any other person employed by it shall be deemed to be an independent contractor and not an agent or employee of the City. The Company shall be liable for the actions of any person, organization or corporations with which it subcontracts to fulfill this Contract. The City shall hold the Company as the sole responsible party for the performance of this Contract. The Company shall maintain complete control over its employees and all of its subcontractors. Nothing contained in this contract or any subcontract awarded by the Company shall create a partnership, joint venture or agency with the City. Neither party shall have the right to obligate or bind the other party in any manner to any third party.

E-11 Severability [CAO-7/24/08]

The invalidity, illegality, or unenforceability of any provision of this Contract or the occurrence of any event rendering any portion or provision of this Contract void shall in no way affect the validity or enforceability of any other portion or provision of this Contract. Any void provision shall be deemed severed from this Contract, and the balance of this Contract shall be construed and enforced as if this Contract did not contain the particular portion or provision held to be void. The parties further agree to amend this Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this clause shall not prevent this entire Contract from being void should a provision which is of the essence of this Contract be determined void.

E-12 Conforming Services [CAO-7/24/08]

The services performed under this Contract shall conform in all respects with the requirements set forth in this Contract. The Company shall furnish the City with sufficient data and information needed to determine if the services performed conform to all the requirements of this Contract.

E-13 Modification/Amendment [CAO-7/24/08]

Except for modifications or amendments required by applicable law, rule and/or regulation, this Contract shall not be modified or amended except by the express written agreement of the parties, signed by a duly authorized representative for each party. Any other attempt to modify or amend this Contract shall be null and void, and may not be relied upon by either party.

E-14 Entire Agreement, Section and Paragraph Headings [CAO-7/24/08]

(a) This Contract represents the entire and integrated agreement between the City and the Company. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Contract.

(b) The section and paragraph headings appearing in this Contract are inserted for the purpose of convenience and ready reference. They do not purport to define, limit or extend the scope or intent of the language of the sections and paragraphs to which they pertain.

E-15 Conflict of Interest (City Officials) [CAO-7/24/08]

(a) An official of the City, who is authorized in such capacity and on behalf of the City to negotiate, make, accept or approve, or take part in negotiating, making, accepting, or approving this Contract, payments under this Contract, or work under this Contract, shall not be directly or indirectly interested personally in this Contract or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of, or for the City, who is authorized in such capacity and on behalf of the City to exercise any legislative, executive, supervisory or other similar functions in connection with this Contract, shall become directly or indirectly interested personally in this Contract or in any part hereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to this Contract.

(b) Each party represents, to the best of such parties knowledge, that it is unaware of any financial or economic interest of any public officer or employee of the City relating to this Contract. Notwithstanding any other provision of this Contract, if such interest becomes known, the City may immediately terminate this Contract for default or convenience, based on the culpability of the parties.

(c) The Company represents and warrants that it has, in accordance with the current policy of the City, disclosed the ownership and principals of the Company on Attachment 1 (Certificate – Disclosure of Principals), and that it has a continuing obligation to update this disclosure whenever there is a material change in the information contained therein.

E-16 Public Records [CAO-7/24/08]

The City is a public agency as defined by state law. As such, it is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). The City's Records are public records, which are subject to inspection and copying by any person (unless declared by law to be confidential). This Contract, all supporting documents, and proposals submitted under the original Request for Proposal are deemed to be public records.

E-17 Confidentiality – City Information [CAO-7/24/08]

(a) All information, including but not limited to, oral statements, computer files, databases, and other material or data supplied to the Company is confidential and privileged. Unless required by applicable law, rule and/or regulation, the

Company shall not disclose this information, nor allow to be disclosed to any person or entity without the express prior written consent of the City. The Company shall have the right to use any such confidential information only for the purpose of providing the services under this Contract, unless the express prior, written consent of the City is obtained. Upon request by the City, The Company shall promptly return to the City all confidential information supplied by the City, together with all copies and extracts.

(b) The confidentiality requirements shall not apply where (i) the information is, at the time of disclosure by the City, then in the public domain; (ii) the information is known to the Company prior to obtaining the same from the City; (iii) the information is obtained by the Company from a third party who did not receive the same directly or indirectly from the City; or (iv) the information is subpoenaed by court order or other legal process, but in such event, the Company shall, to the extent legally permitted, notify the City. In such event the City, in its sole discretion, may seek to quash such demand.

(c) The obligations of confidentiality shall survive the termination of this Contract.

E-18 Marketing Restrictions [CAO-7/24/08]

The Company may not publish or sell any information from or about this Contract without the prior written consent of the City. This restriction does not apply to the use of the City's name in a general list of customers, so long as the list does not represent an express or implied endorsement of the Company or its services.

E-19 Limitation of Funding [CAO-7/24/08]

The City reserves the right to reduce estimated or actual quantities, in whatever amount necessary, without prejudice or liability to the City, if funding is not available or if legal restrictions are placed upon the expenditure of monies for the services required under this Contract.

E-20 Changes – Fixed-Price Services [CAO-7/24/08]

(a) The City may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this Contract in any one or more of the following:

i. Description of services to be performed.
ii. Time of performance (i.e., hours of the day, days of the week, etc.).
iii. Place of performance of the services.

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this Contract, whether or not changed by the order, the City shall make an equitable adjustment in the Contract price, the delivery schedule, or both, and shall modify the Contract.

(c) The Company must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order; however, if the City decides that the facts justify, the City may receive and act upon a proposal submitted before final payment of the Contract.

(d) If the Company's proposal includes the cost of property made obsolete or excess by the change, the City shall have the right to prescribe the manner of the disposition of the property.

(e) Failure to agree to any adjustment shall be a dispute under Paragraph E-1 (Disputes); however, nothing in this clause shall excuse the Company from proceeding with the Contract as changed.

The Company shall provide current, complete, and accurate documentation to the City in support of any equitable adjustment. Failure to provide adequate documentation, within a reasonable time after a request from the City, will be deemed a waiver of the Company's right to dispute the equitable adjustment proposed by the City, where such equitable adjustment has a reasonable basis at the time it is determined by the City.

E-21 Counterpart Signatures [CAO-9/24/08]

This Contract may be executed in counterparts, all such counterparts will constitute the same contract and the signature of any party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the parties hereto, regardless of whether originals are delivered thereafter.

SECTION F – List of Attachments/Exhibits/Schedules

The following attachments are hereby incorporated into this contract:

Identifier	Title/Text Reference	Date	Pages
Attachment A	Certificate – Disclosure of Ownership/Principals	April 1, 2010	2
Exhibit A	Company's Proposal, excerpted	Sept. 23, 2009	37
Exhibit B	Treasury Services Terms and Conditions	May 5, 2010	69
Exhibit C	Remote Deposit Service Amendment to Treasury Terms and Conditions	May 5, 2010	3
Exhibit D	Commercial Automated Investment Account	May 5, 2010	7
Exhibit E	Earnings Credit Rate (ECR) Calculations	Sept. 23, 2009	1
Schedule A	Pricing for Banking Services	Sept. 23, 2009	4
Schedule B	Pricing for Other Services	Sept. 23, 2009	4

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized representatives.

CITY OF LAS VEGAS

KATHLEEN C. RAINEY, Manager
Purchasing and Contracts

"City"

ATTEST:

BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Deputy City Attorney — Date: 4/26/10

BANK OF AMERICA

Greg Titus, Senior Vice President

"Company"

ATTACHMENT A
Certificate - Disclosure

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.

Block 1 **Contracting Entity**
Name Bank of America, National Association
Address Reno Plaza BC, 401 S Virginia St. Reno, NV 89501
Telephone 775-688-8783
EIN or DUNS 94-1687665

Block 2 **Description**

Subject Matter of Contract/Agreement –Provider of general banking and merchant card services

Contract No.

Block 3 **Type of Business**

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

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

Block 4 Disclosure of Ownership and Principals
In the space below, the Contracting Entity must disclose all principals (including partners) of the Contracting Entity, as well as persons or entities holding more than one-percent (1%) ownership interest in the Contracting Entity. **Bank of America, National Association is a wholly owned subsidiary of BANA Holding Corporation.**

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.			
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: Bank of America Corporation's Annual Report on 10-K

Date of Attached Document: _February 26, 2010 Number of Pages: 762

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

KATHLEEN NEWBY
NOTARY PUBLIC
STATE OF NEVADA
APPT. No. 96-5891-2
MY APPT. EXPIRES DEC. 18, 2012

Name

April 1, 2010
Date

Subscribed and sworn to before me this 1st day of

April, 2010

Notary Public

Exhibit A
Excerpts from Company's Proposal

1. BOA Proposal Attachment 1. "Work Plan – Response to Statement of Work"

2. BOA Proposal Attachment 2. "Additional Information"

3. Availability Schedule

4. Map of Bank of America branches

5. Additional Questions and Answers

Original

Response to City of Las Vegas Request for Proposal for Banking Services

RFP No. 090056-CW

SUBMITTED BY:
Greg Titus
Senior Client Manager
Bank of America
775.688.8783
greg.m.titus@bankofamerica.com

Jeff Moore
Product Delivery Senior Officer
Bank of America
702.824.9090
jeffrey.b.moore@bankofamerica.com

September 23, 2009

Bank of America

Bank of America

September 23, 2009

Ms. Cindy White, C.P.M., CPPB
Office of the City Clerk
City Hall, First Floor
400 Stewart Avenue
Las Vegas, Nevada 89101-2986

Dear Ms. White,

Bank of America is pleased to submit this proposal to serve as the City of Las Vegas' premier provider of general banking and merchant card services. We have summarized the key components of our proposal highlighting some of the reasons we believe Bank of America represents the best qualified banking partner for the City.

- **Government Market Focus** - Bank of America is structured along key market segments. One of these key market segments is State and Local Government. The Nevada Government Banking Department is supported by operations, treasury management, credit, investment management and merchant services personnel dedicated **solely** to meeting the needs of our governmental clients. No other Nevada bank brings this market focus and this level of resources to the government market.
- **Knowledge of the City** – Having previously been the primary bank for the City, and with key personnel (Greg Titus and Lita Evans) having extensive recent experience with the City's accounts, Bank of America is well versed in the City's operating procedures and policies and has built strong relationships and mutual trust with many key City personnel. This depth of understanding is a valuable resource that enables us to provide you with the high quality banking partnership you expect.
- **Substantial Cost Benefits** – In the last two years Bank of America has shown the City many ways to reduce its banking services costs. This Proposal contains even more direct ways to reduce your costs at a time when municipal budgets have never been tighter. These benefits include:
  - A conversion incentive of ~~$200,000~~ $300,000 in the form of an account analysis credit plus the waiver of all set up fees.
  - An above market Earnings Credit Rate (ECR) through our Premium managed ECR currently set at 0.60%.
  - A waiver of the Treasury Liquidity Guarantee Program (TLGP) fee. This temporary program, implemented by the FDIC in late 2008, provides unlimited FDIC insurance coverage on non-interest bearing accounts. The

duration of this program and/or the bank's continued participation in the program is not fully known at this time.

- **Innovative Products** - Bank of America is ranked as the number one provider of Treasury Services in the United States. We have attained this ranking by offering innovative products and solutions and being responsive to the needs of our clients. The Bank is continually developing new products and services to help keep our client's operations functioning as efficiently as possible. Recent innovations include CashPro, our state-of-the-art web portal, and ePayables, a new payment channel for electronic vendor payments that can pay the City over 1% on many of your existing accounts payables.
- **Proven Support of the Nevada Municipal Credit Market** - Bank of America has consistently underwritten the greatest amount of competitive municipal private placement debt of any bank in Nevada. In 2008 alone, we provided over $500 million in municipal credit in Nevada. This far exceeds any other bank in Nevada. In 2009, we began to limit our credit support to existing clients but we have still managed to provide over $100 million in Nevada municipal credit so far.
- **Commitment to our Communities** - The Bank currently carries an "Outstanding" Community Reinvestment Act (CRA) rating which is the highest given.

Thank you for considering Bank of America. We look forward to the opportunity to demonstrate our capabilities to you and your staff and commit ourselves to providing the City of Las Vegas with the highest quality, most cost effective services in the banking industry today.

Sincerely,

Greg Titus
Senior Vice President
Senior Client Manager

Jeff Moore
Senior Vice President
Product Delivery Sales Officer

Bank of America's Response

In this section, the Offeror is to provide a proposed approach to satisfy the requirements set forth in attached Exhibit A, "Statement of Work". As part of the work plan, the Offeror shall submit the following items:

Attachment 1 - Work Plan: Response to Statement of Work

Please see the following pages for our responses to Attachment 1 - Work Plan: Response to Statement of Work"

ATTACHMENT 1 – WORK PLAN
RESPONSE TO STATEMENT OF WORK

BANK: Bank of America, N.A.

1. Scope of Banking Services
Offeror's Experience
Bank of America has been in Nevada for many years, tracing its lineage back to Valley Bank of Nevada and the Bank of Las Vegas. Today, Bank of America is one of the world's largest financial institutions, and has proudly served customers for over 150 years. We provide unmatched convenience in the United States, serving more than 53 million consumer relationships with more than 6,100 retail banking offices, nearly 18,500 ATMs and award-winning online banking.

Our mission is to provide government clients like the City with successful experiences while leveraging national best practices and tailoring our advice, solutions and service to fit the special requirements of each government entity. Bank of America is a leading financial provider that serves every type of government from the largest states to the smallest municipalities. This trend is very apparent in Nevada where Bank of America serves over half of the state's public entities. In fact, we have twice the level of public deposits as our closest competitor.

Our Government Banking client managers, product advisors and client service teams are experienced banking professionals, many of which have years of experience working within government organizations or directly with government clients. Government Banking representatives receive ongoing training and industry information to maintain expertise in financial trends and topics that may affect our clients and in turn we are better able to recommend innovative solutions to meet challenges that may arise. We are proud of our teams' vast experience and knowledge and we are continuously committed to offer the highest level of service.

Bank of America has been a proud partner with the City for credit needs. As we all enter new frontiers while maneuvering through the current market crisis, Bank of America has demonstrated loyalty and partnerships to the City by utilizing our strong balance sheet and financial stability for many of your credit needs. As government agencies flee toward safety, Bank of America has proven to be that safe haven.

The bank affirms the requirement for the banking services detailed in this section will be performed through the City's Financial Services Division.

2. Accounts Included
The bank affirms the requirement to offer and open the accounts necessary for the City to conduct activity within concentration accounts and various sub-accounts.

3. Account Structure
The bank affirms the requirement for the City to open additional Concentration Accounts, ZBAs, and Stand Alone Accounts for the duration of the contract.
The bank affirms the requirement for all analysis charges to be debited out the City's Main Concentration account and the City of Las Vegas Community Schools Concentration Account by the 20th of each month following the end of each quarter.

4. Availability of Funds
The bank affirms the requirement to credit the City's Concentration Account for selected items accordingly to the above criteria. We have created a customized "Availability Schedule" that maximizes your access to incoming funds. We recommend that the City use this best available schedule. We have included the City's customized availability schedule in the "Attachments" section of this response.

5. Deposit Reconciliation Service
Depository +
Depository+ offers the City an automated reconciliation service that tracks transactions by location number and concentrates these multiple location deposits into one account. Each City location deposits to a unique "subsidiary" account, then dollars and associated information automatically roll up to the appropriate concentration account. The subsidiary account number is associated with your location or department number.

This service provides 100% tracking so that every transaction is reported with a location number and descriptive text, including deposit adjustments, returned items and change and supply order debits.

6. Daily Balance Report Notification and Electronic Banking
(a) For previous day balance and summary reporting, CashPro Online® presents reporting on: closing ledger balance, opening ledger balance, collected/closing available balance, opening available balance as well as transactions, amounts, reference fields, float on credits and any available additional text data.

CashPro gives you access to a wealth of information and related images in one central location. You have current reporting on account activity at your fingertips to make daily decisions, including:

- ☐ Lockbox remittance detail
- ☐ ACH deletions, returns and reversals
- ☐ ACH cash concentration
- ☐ Disbursement
- ☐ Account analysis
- ☐ ZBA/float summary
- ☐ ARP daily adjustment

(b) CashPro Online includes a wide variety of preformatted current day transaction and balance reports to assist the City with daily cash positioning. Reports are available to include balance and summaries only, transactions only or a combination of balance, summary and detail transaction information.

(c) Month-end transaction and balance reporting are also available through CashPro Online. The City has access to monthly bank statements and Account Analysis statements as soon as they are available, without having to wait for paper statements to arrive in the mail. Online statements and reports can be viewed, printed or exported to internal ERP software.

(d) Monthly bank statements are available the next calendar day after the generated cutoff date. Account Analysis statements are available the sixth business day of the billing month. They can also be exported in a PDF or TXT (text) format.

7. Electronic Banking
(a) Bank of America currently offers online entry of stop payment capabilities through CashPro Online or by calling your Client Service Advisor if online access is unavailable.

With our Stop Pay service, the City can place stop payment requests directly into the bank's stop payment files over the Internet. Stop Payments may be placed for six, 12, 18, 24 and 36 month durations. A formatted screen guides you in providing the required information. If the PC is linked to a printer, this screen may be printed as verification of the stop payment request. Confirmation of stop payments will be delivered online within minutes of release to the bank. This information is now available at all banking centers nationwide for viewing by our tellers.

(b) Yes, Bank of America has a fully automated online coin and currency ordering system. This service allows the City to submit change orders through a single file transmission connecting to the secure Bank of America website. Change orders can be made for next day delivery prior to 6:45 p.m. Pacific in one comma delimited file. Change orders can be placed 24 hours a day; however, orders transmitted before the 6:45 p.m. cut-off are available for armored courier pick-up the following business day.

(c) The City can initiate ACH payroll payments (including withholding taxes) through CashPro Online ACH. In a single session, you can initiate as many ACH transactions as desired. Clear, easy-to-follow screens guide you through each step. User-friendly processes reduce or eliminate the cost of using outside vendors to perform your ACH transactions. Simply key in transaction information such as dollar amount, account number and bank ID number or use the CashPro Online data import capability to upload information from your internal application systems to avoid re-keying.

Besides direct deposit of payroll, the City can initiate other ACH payments through CashPro Online ACH including:

- ☐ State and Federal tax payments
- ☐ Cash concentration and disbursement
- ☐ Vendor payments

- ☐ Pre-authorized debits and credits
- ☐ Internal book transfers
- ☐ State child support payments

(d) CashPro Online enables the City to send wire transfers at any time, creating and using repetitive templates with the click of a button. As payment information is entered, CashPro Online intuitively modifies the screen to accommodate each type of transfer — internal, domestic or international wire transfers.

Wire Authorizations
Our security procedures allow the City to establish an authorized user's access to accounts, templates and types of transfers. Three different approval levels are available to safeguard your wires. If you choose not to specify an approver, the individual preparing the transaction also has the authority to approve it. Alternatively, you can require that one or two individuals (other than the person who prepared the wire) approve the transfer before it is released to the wire system. Static and dynamic transaction limits provide flexibility over the approval process, allowing you to specify the number of approvers based on the dollar amount of a transaction.

Wire initiation can be made over the telephone by calling your Client Service Advisor if online access for your City staff is unavailable. For telephone initiated transfers, Bank of America confirms transfers above the City's established thresholds with an authorized individual. The City can establish whether the individual verifying the wire must be different than the individual who initiated the wire.

The City will have the ability to warehouse wire instructions for future dated wires up to 30 days online.

8. Earnings Credit Program
The Earnings Credit Rate (ECR) on the City's accounts is used to calculate your Earnings Allowance which is based on your average investable balance. The ECR is applied to the monthly average positive collected balances net of reserves (investable balances). Specifically, the formula for calculating earnings is:

(Investable Balance x ECR x Days in Month) / 365 days in the year

Bank of America will offer two ECR options to the City and the City may elect to change options during the contract, up to a maximum of three times per year. The two options are as follows:

☐ 91 Day UST Bill – This ECR option is based on the previous month's 91 day US Treasury Bill auction average. It lags by one month and is set at the monthly average of the previous month's weekly UST Bill auctions. Historical rates for this ECR option are shown in Form G of this response.
☐ ECR Plus – This is an ECR rate that was instituted by Bank of America in the fall of 2008 when the UST Bill based ECR rates fell to near zero percent. It is a managed rate, meaning that it is set by the Bank and is not tied to a market index. This rate may vary at the bank's discretion and is designed to be in line with other bank's managed ECR rates. A history of this rate is shown in Form G of this response.

Net Positive Collected Usable Balance is based on the Average Net Positive Collected Balance, less 10% legal reserves (if applicable). Currently, this 10% reserve level is not applicable so reserves are not deducted. Average Net Positive Collected Balance is based on the daily net of all positive and negative collected balances within the relationship with the daily balance ending in a positive balance. These are totaled and divided by the number of days in the month.

Overdraft fees are not charged on negative collected balances. Any negative collected balances are averaged and offset against the average positive collected balance for the month. If there is a net negative collected balance for the month, there is an interest rate charge based on the Prime Rate.

9. ACH Services
Bank of America is a fully qualified ACH processor and member of NACHA. We can process all ACH files according to established NACHA rules and deadlines.

The City can initiate a direct transmission for ACH origination, and can also process ACH payments through CashPro Online ACH including:
- ☐ State and Federal tax payments
- ☐ Cash concentration and disbursement

- ☐ Vendor payments
- ☐ Pre-authorized debits and credits
- ☐ Direct Deposit of Payroll
- ☐ Internal book transfers
- ☐ State child support payments

10. Account Reconciliation
Bank of America affirms the requirement to offer Full Account Reconcilement services via CashPro Online to the City. The City can continue using an industry standard CSV file to transmit their files via FTP to the bank. Value-added options for Full Account Reconcilement include CD-ROM Image Access of cancelled checks.
CashPro Online is the online access channel for Account Reconcilement, giving the City immediate access to the status of items. Here, the City can view transactions on your reconciliation reports, receive credit and debit memos, and access cycle-end statements the next business day following the monthly cutoff.

Full Account Reconciliation
Prior to issuing checks, the City will provide information electronically on individual checks electronically to Bank of America. This check information includes serial number, date issued and dollar amount. The City can also include additional data for payee name and other discretionary data on each issue record. As checks are presented to Bank of America for payment, we match the paid items to the issued item on file and produce a report at the end of your accounting cycle showing the results of the match.

We can provide the City with a CD containing: posted checks and debits (notices of adjustments), or credit/deposit ticket images. Inquiry fields on CD-ROMs can include account number, check serial number, dollar amount, date paid and check sequence (processing) number. CDs support a maximum of eight million index records. Images of paid items will also be stored online for up to seven years and can be retrieved within three to five minutes based on simple search criteria of check number and/or dollar amount.

The bank will return all credit and debit memos to the City via CashPro Online.

With Stale Date Control, the City can designate a time period during which checks issued are valid. After this time period, checks are considered stale dated and will be retuned unpaid. Should the City elect our Positive Pay service, then these items can be viewed via CashPro Online for a pay or return decision by the specified deadline.

11. Lockbox Service
(a) Yes.
(b) Yes.
(c) Yes.
(d) Yes.
(e) Yes.
(f) We recommend that the City select our mid-morning clearing at 11 a.m. Pacific. The data transmission detail is generally sent within two hours after the deposit clearing. Since our scannable lockbox currently does not image envelopes, we may recommend that the City select a wholesale image lockbox to receive imaged envelopes.
(g) The bank affirms the City's requirement for a header record on lockbox transmission.
(h) The bank affirms the City's stated requirement.
(i) The bank affirms the City's stated requirement.
(j) The bank affirms the City's requirement to prohibit the bank from contact any customer regarding their account or payment.
(k) The bank affirms the City's requirement for all research request to be addressed within 48 hours.
(l) The bank affirms the City's requirement for all daily batch reports to be transmitted in CD media.

Lockbox Solutions
Bank of America recommends that the City use our state-of-the-art lockbox processing facility located in Los Angeles, CA. The premier site offers the City expedited mail float, for scannable remittances. Bank of America is currently processing SID payments for Clark County at this site.

The Los Angeles lockbox processing site is located approximately seven miles from the main U S Post Office in Los Angeles. On average, mail is delivered to the mailroom eight times a day and only 15 minutes after pickup from the post office.

Our Los Angeles Lockbox Site currently operates in an automated environment where work is processed on specialized equipment and software on various shifts. Lockbox mail is delivered by courier at designated times from the United States Post Office to the Los Angeles Lockbox Department mailroom. Since the bank maintains a unique ZIP code, the mail is sorted via the automated mail sorter equipment to the box level. The mail is then delivered to the processing floor.

Once the mail is delivered to our secured, access controlled building it is delivered to the secured processing floor; the Lockbox Team Leaders distribute the mail to the processors. The first step in processing is to input the lockbox number into the automated software to pull up the lockbox specifications. The contents of the envelopes are removed and a negotiability review is conducted on each check. Using the lockbox specifications, the processor continues with "batch entry" via the automated processing software. Checks are encoded and imaged check copies are produced. In addition to the imaged check copies, clients receive Account Batch Listings and Lockbox Deposit Summary Reports.

After the checks are encoded and the deposit is balanced, the original checks go to Item Processing for ledger credit to the demand deposit account. The copies of the checks are then matched back to the appropriate invoices and stapled together. The processed work is grouped with the appropriate Account Batch Listings and Lockbox Deposit Summary Report. The final step is to prepare the mail out package based on the client's Lockbox specifications.

In addition to our automated wholesale scannable processing, our Los Angeles Lockbox site creates data transmission for the County where we "key" specific client information from the check and/or the invoice. The data transmission file is sent daily to facilitate the automated updating of receipts to your accounts receivable system.

Quality Control
At Bank of America, it is our belief that quality should be built into our processes. We provide each Lockbox associate with extensive training. Ongoing associate development and performance objectives are established and performance progress is continually reviewed with the associates. Accuracy is a specific job requirement in addition to productivity and is monitored daily. Error feedback is immediate, including errors identified and corrected prior to detection by the client.

Client specific instructions are incorporated into the on-screen client instructions or hardcopy instructions, which contain all processing procedures for each client. The instructions include deposit times, special processing instructions, a list of payees, image criteria, the transmission deadline, supplemental key entry requirements and mail out instructions.

Changes made to processing instructions are provided to the Client Services Representative or Lockbox Client Service Representative in writing. Upon receipt, the changes are made to the online instruction database and highlighted so the processing associate can locate the changes easily. A hard copy of the change is produced and delivered to the unit supervisor who trains the primary processor and his or her backup person.

Less Paper Handling
With the image system, the process for capturing check and remittance detail information is improved, resulting in a more accurate and complete data transmission to the client. Working from images means that there is less potential for mislaid paper items. Key entry of remittance data such as invoice number is performed by the operator through on-screen prompts while viewing the image, which means that all requested information, is keyed. Operators can enlarge and enhance images of remittance documents for greater clarity in performing supplemental keying, resulting in fewer errors and omissions and better quality to our Image Lockbox clients.

12. Parking Coin Sorting
Cash Vault
The bank's closest cash vault, located at 4101 E. Charleston Boulevard, Las Vegas, Nevada 89104, will accept unsorted, loose coins and make same-day deposits if received prior to that facility's closing time. We recommend that coin deposits over $25 be listed on a separate deposit ticket from other deposits made by the City that day, and that coin bags not exceed more than 25 pounds.
Sophisticated equipment and security procedures are used in our vaults, providing a service in which the City can have confidence. Stringent controls are in place at the cash vault to ensure that cash is handled appropriately. All deposit bags are inspected to ensure there is no evidence of tampering and opened within a secured area in the cash vault.

Dual control, which consists of two bank employees, is just one of the methods used within the cash vaults to minimize losses. Dual control is used when opening and closing the cash vault, when shipping and receiving bags, and when distributing cash to tellers. In addition, the cash vault is equipped with surveillance cameras in key functional areas.
Charges for coin sorting will be reported as a separate line item in the City's cost analysis.

13. Statement and Advice Frequency
Monthly bank statements are available via CashPro Online the next calendar day after the generated cut-off date. By receiving electronic statements, the City will not have to wait for the printed statements to arrive in the mail. Statements can be viewed, printed or exported into PDF or text formats.
Account Analysis statements are available via CashPro Online the sixth business day of the billing month. Once historical information is available, the City can access six cycles for bank and account analysis statements. The City can elect to store six or 24 statement cycles for account reconciliation.

14. Credit Card Processing Services
In our proposal, we are presenting information to assist the City of Las Vegas in selecting a partner that can provide a suite of payment processing options now and well into the future. At Bank of America, our mission is to be the premier provider of bankcard products and services with emphasis on building customer relationships. Merchant Services is committed to providing the highest quality of service. Our goal is to meet or exceed the service expectations of every customer with accuracy, speed and responsiveness to requests and inquiries.

Major benefits of processing with Bank of America include:
- Bank of America Merchant Services is an experienced and respected bankcard transaction processor, accumulating over 30 years as a founding member of MasterCard and Visa.
- A dedicated Implementation Consultant will be assigned to assist during the conversion process: from the initial application through the first merchant settlement.
- Bank of America is one of the largest credit card issuers and bankcard merchant processors in the US.

Implementation

Bank of America Merchant Services uses a Project Management Methodology (PMM) to manage the implementation of your credit card acceptance program. Bank of America will take a phased approach to the implementation process in order to review each agencies individual needs. Depending on the needs of each agency, the implementation process can vary. An Implementation Consultant will be assigned as the primary point of contact throughout the conversion to Bank of America Merchant Services.

Merchant Services Customer Service and Support
The primary Bank of America Merchant support centers are located in Spokane, WA, Louisville, KY and El Paso, Texas. In total, there are more than 600 dedicated associates to provide merchant bankcard services and support. Some of the specialized bankcard center departments include Customer Service, Training and Activation, Chargebacks, Research, Technical Support and Product Consultants. The Merchant Services team excels at providing technical support, monitoring vendor service levels, supporting Help Desk services, research of Chargeback activity, executing the deployment of terminals and supplies, transaction/statement reconciliation services and providing direction for the deployment of new products and services. Outstanding customer service is the foundation of Bank of America. We strive for a one-call resolution for all merchant services needs.
Our Customer Service support is available Monday through Saturday, from 5am to 6pm (Pacific), and the Terminal Technical Support area is available 24x7, 365 days per year. The Merchant Services call center can be reached toll free at (800)228-5882. A special customer service team is available to merchants with Public Sector and Commercial banking relationships as a point of contact for day-to-day activities.

Senior Account Manager
A Senior Account Manager will also be assigned as a single point of contact for the City of Las Vegas. Your Account Manager will be engaged during the implementation phase and continue their role once testing and implementation is complete. The Account Manager will support your high level, strategic planning and relationship management needs as well as have ownership of the overall Merchant Services Relationship. They are responsible for the overall success of the relationship and will be the escalation point for any merchant services issues. Additional responsibilities include working with the City in a proactive manner anticipating needs and offering value added solutions along with collaborating with other Bank of America business partners. Your Account Manager will also identify gaps, potential issues or opportunities, and determine appropriate solutions

while working to establish her role as trusted advisor, soliciting expectations for service in order to exceed your expectations.

Merchant Services Reporting
Bank of America offers merchants our interactive, web-based reporting (BAMSAccess.net). Authorized users can review, print, email reports and obtain merchant statements. Transaction reports are available the following business day and statements are available by the fourth business day of the following month. Statements and transaction history are retained and available for 13 months. There are comprehensive reports for researching deposit and exception transactions, creating an audit trail and reconciling accounts. These reports are available "on-demand" or on a preformatted and scheduled basis. Reports can be automatically emailed in text format, or exported into several standard formats (pdf, xls, csv, txt or BAI). Merchants can select from over 100 preformatted report details.

Please feel free to visit the Access.net Demo using the link below to review and evaluate this product.
https://www.bamsaccess.net/jsp%5Ccommon%5Cindex.jsp
USER ID: regmdemo
PASSWORD: regmdemo

Funding Credit: Timing and Method
For electronic bankcard processing directed to a Bank of America checking account, Bank of America provides "next business day" funding for the net amount (total sales minus total sales credits/returns) transmitted. While "next business day" funding is still made available for non-Bank of America checking accounts, the availability of funds cannot be guaranteed on the same schedule. Business days are Monday through Friday, excluding Federal holidays. The deadline for electronic transmission varies depending on the application. The primary cut off time to receive next day funding for MasterCard and Visa transactions is 10:00 PM PST. The deposits into a Bank of America checking account memo post in the morning and final posting in the evening. Bank of America has the ability to deposit into one checking account and take fees from another as well as deposit by a unique location number. Merchant fees are deducted the first business day of the following month from the designated checking account. Bank of America can process American Express and Discover transactions through the same equipment, software, or web gateway however these companies directly deposit via ACH into the merchant's checking account at different time frames. Each company has their own related merchant discount pricing and deposit schedules.

Retrievals and Chargebacks
Our award winning Chargeback area uses an advanced system which enables us to resolve more than 35% of all chargebacks automatically without any intervention from Bank of America Merchant Services or the County. We use the most advanced technology for handling retrieval and chargeback processing. This technology has automated and expedited the exception handling process, minimizing chargeback losses and operational costs for our merchants. Because of this, multiple industry awards have been presented to Bank of America Merchant Services for our outstanding chargeback processing.
Bank of America will fax all preliminary retrieval requests. A second notice is faxed as a reminder of an outstanding request. Chargeback documentation is sent via US Mail. Bank of America handles all Chargebacks and retrieval requests in compliance with Visa and MasterCard regulations. Exception transactions (chargeback and retrievals) are also reported through our online reporting tool, BAMSAccess.net.

Security and Compliance
Internet Security
Bank of America Merchant Services and TSYS Acquiring Solutions have both passed the rigorous security requirements set forth by Visa and MasterCard. Security requirements start with detail at the level of the sturdiness of the doors and the door hinges behind which data files/transmissions/hardware are housed, and progress to computer and file requirements that include 100 percent security backup of transactions.

Bank of America uses a continually evolving Best-Practices protocol to maintain security and prevent unauthorized access to systems and data. Full cardholder numbers are truncated in keeping with card association and state laws to further protect cardholder identity. Firewalls are in place to meet the Federal Governments standards. Access is allowed on a need-to-know basis and passwords are established by users, changed frequently, and require best practices for acceptance.

PCI Data Security Standard Obligations

Per the processing agreement included in the RFP response, each merchant that engages in card acceptance must ensure its own compliance with all Card Organization rules and regulations regarding the security of cardholder data and must have proper security measures in place for the protection of cardholder data. This includes compliance with the Payment Card Industry ("PCI") Data Security Standard, which may be reflected in the Visa Cardholder Information Security Program ("CISP") and the MasterCard Site Data Protection Program ("SDP"), as well as all other Cardholder Data security rules and regulations set forth by any other Card Organizations now or in the future. Cooperation with Bank of America Merchant Services and the Card Organizations relating to any potential or suspected loss or theft of transaction information is crucial to minimize the losses in a timely manner. PCI compliance not only ensures that the information related to each customer utilizing a credit or debit card as a form of payment will be secure, but this level of security may also be viewed as a competitive advantage by each merchant. If a merchant is truly compliant with the PCI Data Security Standard at the time of any loss or theft of transaction data, the merchant would enjoy a "safe harbor" from any fines that may be imposed by the Card Organizations.

Your dedicated Account Manager will work with you to ensure the City is assessing, retaining and documenting PCI compliance.

Bank of America Compliance
Bank of America takes PCI Compliance seriously. Bank of America Merchant Services, in cooperation with CyberTrust, a third party assessor, renewed Payment Card Industry Data Security Standard (PCI DSS) compliance with the Card Organizations' effective March 18, 2009. A comprehensive Report on Compliance (ROC) was completed to satisfy these requirements. This annual validation, mandated by the Card Organizations' is valid through March 31, 2010. Bank of America Merchant Services is fully supportive of the Card Organizations' requirements for acquiring organizations to achieve complete PCI DSS compliance. To verify Bank of America Merchant Services PCI DSS compliance status you may visit www.visa.com/cisp and refer to the list of compliant service providers.

Contingency and Back Up Capabilities
Bank of America Merchant Services has participated in ongoing contingency planning for many years. Each unit is required to establish, maintain and test an alternative geographically separate site to provide full backup in the event of an emergency. Additionally, each unit has a management plan in place to provide for redundancy in all key functions. Bank of America Merchant Services devotes substantial focus to maintaining an active contingency plan. Bank of America and Bank of America Merchant Services have formal disaster planning programs. All Bank units update their disaster review planning every six months, and perform disaster recovery testing annually.

Bank of America Merchant Services utilizes TSYS Acquiring Solutions (formerly known as Vital Processing) for its primary authorization services for both dial and frame relay processing due to its fully redundant network processing platform and facilities. TSYS's network facilities have been engineered using multiple telecommunications carriers to provide merchants with full service in the event that any single system component should fail. The Vital system has only experienced 98 minutes of outage time over the last 12 years.

Production servers reside in two separate data centers, San Mateo, California and McLean, Virginia. All batch and authorization information is replicated real time between the two data centers. In the event of a loss of one of the data centers, all incoming traffic would automatically be rerouted to the available center. Once the center comes back online, the captured data is synchronized and normal production operations resume.

The TSYS facility in Tempe, Arizona, incorporates a business prudent disaster recovery environment for all information services-based activities. Copies of all data are stored off-site at a secured and environmentally controlled location. In addition to the Phoenix based off-site data storage capability, Vital regularly makes "across the network" copies of selective critical data to the VisaNet facility in the San Francisco area. The Tempe facility also includes the use of a state-of-the-art emergency power system, including a battery based Uninterrupted Power Supply (UPS) system for critical building facilities, network components, and staff areas. Switching of all authorization traffic is provided from multiple, redundant processing centers around the world, which are all cross connected via a high speed, redundant, multiple carrier network..

In the event of a major disaster, TSYS' data center recovery team would move immediately to their standby hot site and begin restoring systems for accounting and merchant files. Visa and MasterCard would stand in for

VITAL for authorizations. Incoming and outgoing clearing and settlement would be exchanged with Visa, MasterCard, and Diners Club daily with the use of magnetic tapes.

Bank of America Merchant Services maintains two Merchant Support Center sites to balance any activity in case of a disaster or emergency. The primary site located in Spokane, WA and the second site in Louisville, KY.

15. Other Banking Services and Conditions
(a) The bank affirms the requirement for items returned unpaid for insufficient funds upon first presentment, to automatically reclear a second time. The City will have a line item charge on their account analysis statement for "Returned Item Reclear," which represents the number of items that have been recleared by the bank. If the same item is returned unpaid a second time, the item will be charged back to the City's designated account. The account analysis statement will show a line item charge for "Returned Items," which represents the number of items that have been charged back by the bank.
(b) The bank affirms this requirement.
(c) The bank affirms the City's requirement to use compensating balances to pay for banking fees. The bank will provide the City with a preferred Earnings Credit Rate (ECR) that will generate the earnings credit to offset fees.
(d) The bank affirms this requirement. Adjustments are reported online within one to two days of the adjustments being made. To make it easier for the City to reconcile deposit activity, the bank posts a separate debit or credit to the account for an adjustment amount. The City can view deposit adjustments via CashPro Online, or view the adjustments on the bank statement. Bank of America will provide the dollar amount of the adjustment, the deposit bag number, the account the deposit was made to, and the location number. Deposit adjustments are reported at the account level.
(e) The bank affirms this requirement.
(f) The bank affirms this requirement.
(g) The bank affirms the requirement to provide and implement Positive Pay service uniformly across all of the City's accounts.
(h) Bank of America handles all card fraud and disputes including chargeback and retrievals requests in compliance with the MasterCard and Visa Association rules and regulations. Many chargebacks can be resolved within our system without merchant intervention. Our chargeback associates have a high level of expertise and have won many awards from MasterCard and Visa for their outstanding level of performance in this area. Credit card disputes are handled in-house by our dedicated BA Merchant Service's Chargeback and Retrieval teams. BA Merchant Services provides the most comprehensive customer support in the industry and has been recognized 9 times over the past several years as "Best in Class" for Exceptions Processing. BA Merchant Services handles all Chargebacks and Retrieval requests in compliance with Visa and MasterCard regulations. In addition to the high level of expertise in our Chargeback and Retrieval teams, our Customer Service representatives are trained to assist merchants with Chargeback or Retrieval inquiries with access to online information. The Senior Account Manager is also available as an escalation point or to discuss non-routine Chargeback inquiries.
BA Merchant Service's Chargeback Image System incorporates the Retrieval and all aspects of the Chargeback dispute process. It marries image and data utilizing technology in concert with artificial intelligence software in order to achieve maximum Chargeback protection. Clear copies of Retrieval responses and Chargeback rebuttals/documentation may be faxed directly to the Image System. They are indexed into the system. Sales drafts responding to retrieval requests would be routed to Visa/MasterCard image workstations. Chargeback rebuttals would systemically reopen the corresponding Chargeback file folder for action by investigative staff. This method reduces merchant Retrieval requests and allows us to respond more rapidly to the Chargeback thus improving recovery potential. In addition to the efficient handling of Chargebacks and Retrievals, tracking and reporting are key attributes of our Image System.
BA Merchant Services does not arbitrarily debit merchants for chargebacks. Our exception processing resolution system scrutinizes each chargeback ensuring the issuing bank follows proper protocol when initiating a chargeback for any given reason code. Each disputed transaction is then reviewed by our specialized chargeback investigation team to verify the validity of supporting documentation and required data elements. Not until every possible avenue of returning the chargeback to the issuing bank is explored will BA Merchant Services debit the City for any chargeback and ask for documentation to refute the disputed transaction. As chargebacks are loaded to our CADRE system daily, notification files can be generated to alert the City of the chargeback received. This process allows our customers to be more proactive in their approach to responding to each exception item during such time as BA Merchant Services investigators review cases. A chargeback advice letter is generated to advise of the debit and provided integral information needed to respond appropriately. Chargeback advices can be provided in a variety of manners including mail or fax. Each advice will contain a clearly defined date by which the City will need to respond to give BA Merchant Services the opportunity to

represent the transaction on the merchant's behalf. This respond by date will calculated to reflect 38 calendar days from the received date of the chargeback.
For electronic bankcard processing directed to a Bank of America checking account, Bank of America provides "next business day" credit via ACH for the total settled sales minus any credits/returns issued by the City. Business days are Monday through Friday, excluding federal holidays. The deadline for electronic transmission varies depending on the vendor or solution. The primary cut off time to guarantee receiving next day funding for MasterCard and Visa transactions using terminals is 10:00 PM PT. Batches settled after this time may also meet the timeframe to deposit the following day. Some software applications or internet gateway solutions may have their own internal settlement schedules with a different settlement time frame that is controlled by the software or gateway vendor and not by the merchant or Bank America Merchant Services. Joint discussion with these vendors may assist us in identifying ways to improve their funding time frames.
Our standard procedures for funding/settlement/fees:
☐ Monthly merchant fees are deducted once a month on the first business day of the following month from the designated checking account.
☐ Bank of America can make deposits into the checking account using a unique 1-6 digit identifying number assigned by the City instead of using our assigned merchant number.
☐ Bank of America can separate entries for deposits, adjustments, and chargebacks.
☐ Deposit can be made into one checking account and fees can be deducted from another checking account
☐ Deposits by merchant number can be by each individual settled batch or total batches for the day.
☐ Deposits to another Bank's checking account take one extra day for depositing and once received the other Bank determines the posting time frame.
(i) The bank affirms this requirement.
(j) The bank affirms this requirement.
(k) The bank affirms this requirement.

Attachment 2 - Additional Information

Please see the following pages for our responses to Attachment 2 "Additional Information"

ATTACHMENT 2 - ADDITIONAL INFORMATION

BANK: Bank of America, N.A.

1. Overnight Sweeps:

   (a) Describe the overnight sweep account offered by the bank including overnight investment options available to maximize the City's potential earnings.

   Bank of America recognizes the importance of managing cash positions effectively and easily. To aid the City in this effort, we will offer automated sweep accounts and high interest public fund accounts. Both types of accounts will allow the City to maximize interest earnings at minimal effort.

   Automated Investment Service (AIS) Sweep

   The end-of-day sweep invests any excess funds above your target balance into one of several investment options. All investment features are completely automated to eliminate wire transfer, custody and transaction fees. Our AIS accounts are not FDIC Insured, may lose value and are not bank guaranteed.One of the major advantages to the Bank of America AIS Overnight Sweep service is the investment flexibility it offers, including:

   . Repurchase Agreements – Underlying securities may be direct obligations of, or guaranteed by, Government Sponsored Enterprises, the US Government or an agency thereof.

   □ Money Market Mutual Funds – There are various options under the AIS Mutual Fund Sweep that you may select from depending upon your investment dollars and statutory investment guidelines. Each of the options provides the City with the opportunity to select from one of the following two funds, all of which are in compliance with Nevada Revised Statutes: Treasury Reserves or Cash Reserves

   Public Funds Interest Checking (PFIC)

   Our interest bearing PFIC account is designed to meet the complex needs of government entities as well as U.S. government agencies, and can be used in conjunction with many other treasury management products. Designed as an operating account, the PFIC account can meet complex banking needs while earning a competitive interest rate, posted to the account in hard dollars monthly.

   With the PFIC, interest is accrued daily based on the collected balance and a 365-day year. Interest is compounded on each individual interest-bearing account and is credited on the last business day of the month. With the PFIC Account, interest is calculated using 100 percent of the collected balance. No reserve requirement is applicable on this account. Please note that PFIC balances would not qualify to earn analysis earnings credits; therefore, these balances could not be used to compensate for bank services.

   (b) Does the investment(s) meet the Nevada Revised Statues 355.170 for allowable investments?

   Yes, we affirm that our proposed AIS sweep and PFIC accounts meet the NRS requirements for allowable investments.

2. On-line Capabilities:

   (a) Provide detailed description of the bank's online banking abilities, the functions that can be performed and the types of reports that can be issued. Additional information can be attached to the proposal.

   Bank of America Cash Pro Online

   CashPro Online is the innovative online solution that we recommend for the City to consolidate their treasury functions into one portal. CashPro Online delivers simple, secure access and greater control over all treasury functions, wherever and whenever you choose.

   Timely, flexible reporting can keep the City up to date on everything from account activity and lockbox detail to the status of outgoing wires. This comprehensive information can be an invaluable resource in managing your daily working capital needs. Whenever you need to obtain information or perform an activity, simply log onto CashPro Online and access the information and tools you need, when and how you need them, through customized user preferences. Switching seamlessly across services, you can initiate a variety of transactions using one portal and one password.

In summary of the extensive paragraphs below, CashPro Online enables clients to perform the following functions each with extensive customized reporting features:

- Payments: Online intitiation of ACH, wire and internal tranfers through a single sign-on
- Receipts: Acclerated posting of incoming payments, lockbox images, returns and exceptions items
- Reporting: Robust customized information presented online, exported, or alerted to your mobile device
- Security: Fraud prevention ensure authorized access; protected by encryption, password and firewalls

With CashPro Online, the City can initiate a range of everyday payments, improve productivity and increase the speed of daily administration.

ACH Transactions

Avoid the cost of using outside vendors to perform ACH payments. In a single session, the City can originate an unlimited number of transactions, such as state and federal tax payments, internal book transfers and direct deposit of payroll. Simple screens instruct users on how to enter information, or data can be imported to avoid manual keying. For greater efficiency, authorized users can release multiple batches of ACH transactions rather than one batch at a time. If needed, all items within a batch can be reversed online in one easy step.

Electronic Transfers

Initiate internal, domestic and international wires – as well as drawdowns – from a single payment screen. As information is entered, CashPro Online intuitively modifies the screen to accommodate each type of transfer. Wire transfers can be initiated in U.S. dollars or foreign currencies. By including the beneficiary or other designated party's e-mail address when initiating a wire, the City can generate an e-mail notifying that party of the payment along with details regarding it.

A unique batch import feature allows a file of wire instructions to be uploaded, saving time and minimizing keystrokes. Authorized individuals can approve wires from anywhere in the world. Wires processed through the S.W.I.F.T. network are reflected in the City reports, which are updated continuously throughout the day.

Timely Reporting and Easily Accessible Images

The exceptional reporting capabilities within CashPro Online allow you to quickly view information on incoming payments, providing faster access to funds. Simply visit CashPro Online to view detailed information about lockbox activity and images. Quickly locate specific transactions by retrieving payments by check amount, check number or other remittance detail.

Images appear with a click of the mouse, making it easy to view any check or remittance document. Images of checks and remittance documents processed through your wholesale lockbox are available the day of deposit. Images and information can be accessed online for 45 days or longer, using our flexible retention options. The City can manipulate images online or download them in batches, depending on need Information about returned checks that were originally deposited in a lockbox can easily be viewed online.

Track every step in exception item resolution with the CashPro Online electronic note feature. Build an online history of adjustments for any account by adding comments that stick to the file for convenient viewing by others in your company. These notes remain with the images even when archived. Use images to quickly help resolve exceptions online – improving cash application and working capital management. With the CashPro Online split-screen and dual-screen capability, the City can view both CashPro Online and the accounts receivable system at the same time, increasing work flow efficiency.

Information Reporting

With CashPro Online, the City can access information across all of its accounts, including those at other banks. Current-day information on receivables and payables is updated throughout the day and access to this information is available 24 hours a day, seven days a week. CashPro Online consolidated multi-bank reporting provides a convenient summary balance statement, helping to streamline recordkeeping.

The City can create customized report templates to show specific account information. Flexible distribution options are designed to accommodate and enhance work flow – choose to print, download, fax or e-mail data and images one transaction at a time or as a group. For even greater efficiency, the City can schedule automatic downloads of prior and same-day reports through CashPro Online. Simply indicate the appropriate format, time and place that the file should be automatically downloaded, and we will take care of the rest.

Online Statement Capability

Access your DDA statements online with CashPro Online eStatements. The City can view check images, attach electronic notes to line items, and print or download statements for future reference. Online investment confirmations are also available. Instead of waiting for paper statements to arrive in the mail, this convenient alternative quickly delivers the information you need.

Fraud Prevention

Whether it is through a check payment or an ACH debit, virtually any bank account is susceptible to fraud. CashPro Online helps provide the City with access to the necessary information to improve control over its accounts. CashPro Online provides access to Bank of America fraud prevention solutions such as Positive Pay, Reverse Positive Pay, Teller Positive Pay, Payee Positive Pay and ACH Positive Pay. The City can choose the service that best meets its fraud prevention needs and can gain convenient online access to information on suspicious transactions.

3. If Offeror already has a banking relationship with the City, please describe how this relationship can improve.

The City is not currently in a banking relationship, so the bank views this opportunity to demonstrate the bank's ability to provide enhancements and efficiences to the City as the best way to improve our relationship. We provide value to client relationships beyond normal treasury services by supporting your credits needs and discussing solutions for your future growth needs.

4. Conversion Plan (if applicable):

(a) The City will require approximately 300 endorsement stamps and deposit books for 150 locations.

The bank affirms our ability to meet all needs of your various locations with our banking center presence witin the City, and the ability to consolidate reporting into one accessible portal. The bank will offer the City a conversion credit to cover the cost of all new supplies.

(b) Describe the overall plan your bank would coordinate to ensure a smooth transition from the current provider.

In additon to your dedicated client team, the bank will assign an Implementation Consultant to serve as the project manager for the full conversion and implementation of our services. The Implementation Consultant will:

- Establish a working, consultative partnership with your representatives
- Serve as your single point of contact
- Define the scope of the implementation, including products, account structure, timeframes, documentation, roles, system requirements, service agreements, testing and training
- Track progress through ongoing meetings with key business partners and communicate with you during the entire process
- Ensure all elements are completed on time

The Implementation Consultant prepares all necessary setup documentation, identifies and satisfies all of the City's requirements, and oversees the day-to-day details to ensure a smooth and timely conversion. Once the scope and technical requirements have been finalized, the Implementation Consultant will build a customized timeline that addresses the specific requirements of the City. The Implementation Consultant will then send the City a timeline highlighting specific dates, requirements, and documentation, and conduct an implementation kickoff meeting.

Conversion Plan

The following are steps taken when implementing services at Bank of America:

1. Implementation Meeting – The Implementation Consultant will immediately schedule a meeting with the City's staff to confirm its objectives and will design a customized implementation plan for services.

2. Documentation – All necessary service setup forms, as well as any applicable equipment and file specifications will be provided to the City with clear instructions. The Implementation Consultant will review the documentation with the City and answer any questions.

3. Supplies – The City can order any new supplies through the bank by contacting your dedicated CSA, or through an outside vendor.

4. Data Exchange Testing – For new services that require an exchange of data files, it is necessary to test with the bank.

5. Training – Bank of America will continue to work with the City to ensure that your staff is completely trained on new products and services. We will also provide operating manuals and user guides at no cost to the City.

6. Inspect – A post implementation review of the project plan will be conducted by the City and our implementation teams to verify testing is complete, services are established and additional needs are discussed.

(c) Discuss the training program for City staff that the bank would provide, if any.

During the initial Implementation Meeting, your client team will meet with City personnel and outline areas where training is needed. Then, a detailed plan will be formed and executed to provide the training during the 'go-live' period. Training will be accomplished in person and accompanied by training resource documents and reference materials. We have found that our consistent training to be very successful and currently provide this service to our government clients at no cost. Training will ensure your staff is appropriately trained on the products they will be using, as well as trained with a full understanding of each service so they are able to best utilize the products and services.

Throughout your relationship with Bank of America, we will make the bank's training resources and product information available by providing training as needed, including CashPro University, which is available 24 hours a day. We will also provide operating manuals and on-going telephone support. Our associates will be available to assist the City at any time throughout your relationship with the bank. We are happy to provide all necessary resources either in person or via telephone at no cost to the City. In addition, as electronic services become available and are newly implemented, your trading partners (consumers and businesses) will need to be notified and educated. We will provide sample forms that the City can adapt for their use and can support group-training sessions by providing knowledgeable bank personnel to be present as required.

5. Credit Card Services:

Describe your credit card services. The City currently accepts Master Card, Visa, Discover, and American Express card types. The City is currently leasing the terminal equipment at 2 locations. Various other locations have equipment built into the point-of-sale register equipment.

Bank of America Merchant Services offers merchants products and services specifically tailored to help manage and grow their business. We continue to develop a range of merchant-specific products that include:

- Industry-Specific Point-of-Sale Terminal Applications and Web based collections systems
- PC Software Applications and Wireless Products
- VirtualNet® Suite of e-Commerce Products

The City of Las Vegas has indicated various payment systems that are currently being utilized across approximately 20 locations/departments. Through our various platforms, we can integrate with and support most all terminal, payment application, and online gateway products available in the industry. All of the City's existing terminals and gateway products are already certified with Bank of America Merchant Services processing platforms – these include but are not limited to:

- Hypercom T7+ terminals
- Hypercom S9 PIN pads
- PayPay online gateway

If card processing services are awarded to Bank of America, it will be a fairly simple transition. Because your existing gateway products are already compatible with our systems, there will be minimal effort on your part as well as your process will continue to operate in the exact manner you have already established. This will mitigate the need to spend any of your valuable time on the transition over to Bank of America as well as allow you to focus on other important projects. In addition, Bank of America offers merchants our interactive, web-based reporting. Authorized users can review, print, email reports and obtain merchant statements. Transaction reports are available the following business day and statements are available by the fourth business day of the following month. Statements and transaction history are retained and available for 13 months. These reports are available "on-demand" or on a preformatted and scheduled basis.

Bank of America Merchant Services knows that we can be an invaluable partner to the City of Las Vegas as it relates to your credit card acceptance. We would welcome the opportunity to have further detailed discussions surrounding product capabilities, solutions, project plans in order to ensure we are giving the best strategic solution for the City now as well as in the future.

i. What is the settlement deadline?

For electronic bankcard processing directed to a Bank of America checking account, Bank of America provides "next business day" credit via ACH for the total settled sales minus any credits/returns issued by the City. Business days are Monday through Friday, excluding federal holidays. The deadline for electronic transmission varies depending on the vendor or solution. The primary cut off time to guarantee receiving next day funding for MasterCard and Visa transactions using terminals is 10 p.m. Batches settled after this time may also meet the timeframe to deposit the following day. Some software applications or internet gateway solutions may have their own internal settlement schedules with a different settlement time frame that is controlled by the software or gateway vendor and not by the merchant or Bank America Merchant Services. Joint discussion with these vendors may assist us in identifying ways to improve their funding time frames.

Our standard procedures for funding/settlement/fees:

- Monthly merchant fees are deducted once a month on the first business day of the following month from the designated checking account.
- Bank of America can make deposits into the checking account using a unique 1-6 digit identifying number assigned by the City instead of using our assigned merchant number.
- Bank of America can separate entries for deposits, adjustments, and chargebacks.
- Deposits by merchant number can be by each individual settled batch or total batches for the day.
- Deposits to another Bank's checking account take one extra day for depositing and once received the other Bank determines the posting time frame.

ii. What daily and/or monthly reconciliation reports are available?

Bank of America offers merchants our interactive, web-based reporting (BAMSAccess.net). Authorized users can review, print, email reports and obtain merchant statements. Transaction reports are available the following business day and statements are available by the fourth business day of the following month. Statements and transaction history are retained and available for 13 months. There are comprehensive reports for researching deposit and exception transactions, creating an audit trail and reconciling accounts. Merchants can select from over 100 preformatted report details. Sample reports have also been provided in the Attachment 10.

6. Describe your Balance Reporting systems and availability.

(a) What hardware/software does the bank use to deliver balance and transaction detail information?

The bank delivers all information reporting through Web-based CashPro Online, using security features such as HTTPS with 128-bit SSL encryption and FTP with PGP encryption. CashPro Online is a 'thin client' solution requiring no additional hardware/software other than a personal computer with Internet access.

(b) What time is previous day information available for access by the customer?

5 a.m. Pacific

(c) What are the hours of access of the balance reporting system?

24 hours a day, seven days a week.

(d) Does the bank provide current day information?

Yes, beginning at 5 a.m. Pacific and updated continuously throughout the day as it is received from the bank's various transaction processing systems.

i. How frequently is this information updated throughout the day

Current day information is updated continuously throughout the day as it is received from the bank's various transaction processing systems.

ii. What transaction types are available on current day reports?

Transaction reporting includes ACH, Deposit, Item, Wire, Lockbox, and Sweep detail reports.

(e) Describe the level of detail provided in previous and current day reports?

The City can establish reporting criteria based on specific date, specific accounts, specific transaction types, BAI codes, amounts, transaction text or reference numbers. Report formatting options allows the City to select whether or not to display bank level and date totals, modify the location of these totals and to insert page breaks between accounts. Customization selections can also be saved in reusable templates for future use. Up to 40 Previous day and 40 Current day reports can be created and saved per user.

(f) How many days of history can be accessed through the system?

Our standard retention includes 45 days of history online. For an additional fee, up to sixty calendar day storage options are also available for previous day reporting. Reports may be downloaded to an Excel format and saved if a longer retention period is required.

(g) In what format is information available?

All reports may be generated in any of the following formats: PDF, HTML, Excel, comma delimited (CSV), BAI2, BAI2A, or text. All customization selections can be saved as templates, which can then be exported or scheduled on a recurring basis.

(h) Provide a sample printout of the daily on-line balance information.

We have included a sample CashPro Online previous day balance report in the "Attachments" section of this response.

7. ACH Services:

(a) What is the recommended service delivery method (i.e. direct transmission, on-line, or other)?

We recommend that the City deliver their ACH file using our Internet based CashPro Online portal. The City will be delivering an industry standard NACHA file and our systems can reliably process on your behalf.

i. What are the hardware/software requirements?

There is no additional hardware or software for the City to purchase beyond a PC with Internet access.

ii. What training does the bank provide?

Training for CashPro Online ACH Administrators on all systems functions is generally conducted over the telephone. Broad categories include:

- Entitling users to ACH Company IDs and activities
- Creating and maintaining batches
- Activating batches adding settlement dates
- Creating and transmitting files
- Viewing ACH reports

On-site training is available if needed by the City.

iii. Does the software offer the ability to manage security and access levels by user?

Yes. CashPro Online employs a sophisticated array of user authorizations and entitlements. Access and user controls are extensively incorporated to give the City's administrators the tools needed to prevent unauthorized access to your transactions and corporate information. The City's administrators can set customized user limits, access and entitlements, as appropriate.

iv. What report options are available?

Bank of America can provide numerous reports online through CashPro Online which include Returned Items, NOC, Reversals and Deletions as well as Confirmation of Receipt. City staff can set up e-mail notification to eliminate the need to access CashPro Online for these reports.

Additionally, the City can access the following information:

- Summary and detail review of initiated ACH activity
- Summary review of initiated ACH files originated
- ACH audit log records of user activities within customer-specified date/time parameters

v. What controls are in place to protect against lost files and duplications of transmissions?

File Loss

Once the bank has received the file, it is logged and tracked automatically through distribution. There is an automated audit function to assure all incoming transmissions are processed.

Duplicate Transmissions

Each incoming transmission is checked against the last 30 days' transmissions received by the company for duplicate files. All duplicate files or batches are rejected and the City is notified by your designated contact via telephone.

vi. Does the bank provide automatic file receipt acknowledgements? If so, how?

Yes. Within minutes of receipt, the City's files are automatically routed to our ACH processing system. As soon as your file is processed through our editing routines, we can send the City an "Acknowledgment of File Receipt." We can provide you a description of those edits on request. This report provides total dollar amount, total items processed, and lists any rejects you may have. The report is available as a transmitted data file, transmitted print file, via CashPro Online, or by fax. A record layout of the 80-byte data file version of the acknowledgement is available on request.

vii. Describe the role of any third-party processor used by the bank to provide this service.

Bank of America does not outsource any of its ACH services.

(b) What are the hours of operation of the ACH unit?

Bank of America has offices nationwide to provide client coverage between 4:30 a.m. Pacific and 6 p.m. Pacific.

Additionally, you can reach our ACH support and client service staff between the hours of 5 a.m. Pacific and 4 p.m. Pacific. Our ACH Operations Center accepts data transmissions 24 hours a day, seven days a week. Key personnel and management carry pagers to address urgent needs outside of normal business hours.

(c) What are the bank's cut-off times for customer initiation of ACH transactions?

Our delivery times are extremely flexible and are based on the City's specific business needs. Bank of America will generally process the City's work as soon as it is received. Our ACH operators process on a continuous flow basis, resulting in flexible deadlines. Because we process on a continuous flow basis, we do not have specific day or night cycle cutoffs. If the City is making direct deposit of payroll, we recommend that you send your file by 7:30 p.m. Pacific two days prior to settlement.

Type of Transaction	Pacific Time	Days Prior to Settlement
Transit Items	8 p.m.	1 Business Day
On-Us	6 p.m.	0 Business Day
Direct Deposit w/o Memo	8 p.m.	1 Business Day
Direct Deposit w/ Memo	8 p.m.	2 Business Days
ACH Prefunding	2 p.m.	1 Business Day
Sunday for Monday	8 p.m.	1 Calendar Day

Midweek Holiday	8 p.m.	1 Calendar Day

Deadlines described above apply to direct transmission files. Files are not considered delivered until the complete file has been received successfully by the ACH site. On-Us entries are items destined for Bank of America domestic accounts.

Dedicated data transmission can be used for multiple file types (NACHA format, EDI 820, Bank of America flat file, XML ISO20022) via multiple communication channels (HTTPS, FTP/PGP, SFTP, AS2 and VPN). Based on the City's changing needs, your client team will provide advice on the best delivery and file options for you. CashPro Online is an easy and convenient option for originating individual ACH debits or credits that are not part of a regular bulk ACH transmission file.

(d) Describe the procedures used to verify accurate and secure receipt of transmissions.

Bank of America will continue to offer the City several tools to confirm first the receipt of the City's transmission and then to confirm the results of our processing. Detailed information regarding transmission and report acknowledgement is provided under Question vi.

(e) Can the bank automatically redeposit items returned for insufficient or uncollected funds?

Yes. For debits, we can automatically resubmit entries returned as Non-Sufficient or Uncollected Funds if the City has instructed us to do so. Accounting entries are not posted to City accounts for items that are re-submitted. We do include a list of redeposited items on our Return Report under a special category. There may be a total of three presentments under the NACHA Rules, i.e., original item plus two attempts to reclear. Final return items are posted to the City's bank account.

(f) How does the bank handle file, batch, and item reversals and deletions?

The deadline for individual item deletion/reversal requests is 3 p.m. Pacific. The deadline for delivering a file of reversing entries (for a single-item batch, a batch of multiple items or for a file of items) is the same as the deadline for processing the original file, batch or transaction, so long as we receive these reversing entries within five days of settlement of the original items.

8. Positive Pay

(a) What is recommended service delivery method (i.e. direct transmission, on-line, or other)?

We recommend that the City deliver their Positive Pay decisions using our Internet based CashPro Online portal.

i. What are the hardware/software requirements?

There is no additional hardware or software for the City to purchase beyond a personal computer with Internet access.

(b) What controls are in place to protect against lost files and duplication of transmissions?

Each file is given a unique warehouse name that allows us to restore a file if needed. It is available online for seven days and can be retrieved from tape up to 90 days after receipt. DataExpress performs a duplication check for some of the incoming file formats. If two exact files are sent within seven days, then the duplicate file will be captured. DataExpress will not capture the error if only a portion of a file is duplicated.

(c) Does the bank provide automatic file receipt acknowledgements? If so, how?

The bank currently provides a notification that the file was transmissted to the mailbox successfully. Early each day via CashPro Online, a report of all items received in a check issue file sent to the bank the prior business day is available. This report can be set up to automatically email to using the email scheduler option.

(d) Describe the role of any third-party processor used by the bank to provide this service.

We don't use any third party providers.

(e) What is the bank's deadline for transmitting files/data?

The deadline is 24 hours prior to the release of checks.

(f) What is the process for notifying the bank of a single check or small check run outside of the regular batch file?

The City has the option to choose the Auto Issue Add feature which authorizes the Positive Pay system to automatically add an item to their issue file for the PNI exceptions that they choose to pay. Automatic Issue Add is provided at no additional charge.

(g) How does the City notify the bank of voided and stop payment checks?

Bank of America currently offers online entry of stop payment capabilities via CashPro Online or by calling your Client Service Advisor. With our Stop Pay service, the City can place stop payment requests directly into the bank's stop payment files from the internet. Stop Payments may be placed for six, 12, 18, 24, and 36 month durations. A formatted screen guides you in providing the required information. Confirmation of stop payments will be delivered online within minutes of release to the bank, and is now available at all banking centers nationwide for viewing by our tellers. The City can directly access the stop payment file for their accounts to confirm stop payments or determine the status of requests.

(h) Does the bank have payee verification?

Yes, Bank of America offers Payee Positive Pay.

Bank of America Payee Positive Pay is an image-based fraud prevention tool that helps detect false or altered payee names on checks presented to the bank. Any payee discrepancies will be reported to you via CashPro Online and you will have the opportunity to review and determine whether to pay or return the item. This allows you to receive notification of suspicious payee names early in the process, providing an efficient and cost-effective defense system against check fraud.

(i) Is the positive pay service fully implemented at all bank branches?

We offer a nationwide Teller Positive Pay service as an extension of our standard Positive Pay service. Teller Positive Pay enables tellers in banking centers to determine whether a check presented for encashment has been authorized on the company's positive pay file of issued items.

When a check is presented for cashing in a banking center, our teller systems determine if the check issue information matches the serial number and amount of the check presented. When the information matches, the teller cashes the check. The teller receives a warning message if the check issue information does not match the check presented. If a warning message appears, the teller may contact a servicing area within the bank. The servicing area may attempt to call the designated company contact for approval to cash the item. If approval cannot be obtained the payee is instructed to contact the City directly.

(j) How does the bank handle exception ("paid not issued") items?

Please see our answers below to specific questions regarding exception items.

i. Does the bank offer a daily listing of exception items?

Yes, we provide daily exception item information via internet based Payments Services Positive Pay. The exception types reported include paid-not-issued and also previously paid.

ii. Are there defaults available for each account to either automatically return of pay on exception items?

The default is set by the City during implementation of the service. The City will specify a default of pay or return.

iii. What is the timeline for reporting exceptions to the City?

11 a.m. Pacific.

iv. How are exceptions reported to the City? Will an image be available?

Exceptions are reported through CashPro Online, where images of each exception are also displayed.

v. What is the timeline for the City to act on any exceptions?

11 a.m. to 1 p.m. Pacific.

vi. What are the hours of operation of this service unit?

Bank of America has offices nationwide to provide client coverage between 4:30 a.m. Pacific and 6 p.m. Pacific.

9. Provide a description of your bank's policy of handling daylight overdrafts, and in particular from the City of Las Vegas. The City estimates the highest amount of daylight overdrafts to be $25 million.

Daylight overdrafts are a common occurrence with large clients that have significant intra-day funds transfers, usually wires. These situations initiate an internal review before funds are allowed to be released. In cases where this is a regular occurrence, the Bank can explore establishing a daylight overdraft facility to help avoid any funds delays and most of our large Nevada municipal clients have such facilities in place. The facility would typically be applied across all accounts of a relationship, but actual daylight overdrafts are monitored on a per account basis. The bank does not currently charge for daylight overdrafts and has no plans to begin charging for daylight overdrafts.

10. Errors and Adjustments:

(a) Describe your adjustment process for resolving deposit discrepancies.

The City can view deposit adjustments via CashPro Online or on your monthly paper statement. In addition, our Deposit Correction Notice Fax services are available for cash vault and banking center deposits.

Bank of America will provide the dollar amount of the adjustment, the deposit bag number, the account the deposit was made to and the location number. Denominational breakdown is available on cash vault adjustments. If the deposit is off less than $10.00 the bank does not make any adjustments. Any deposit adjustments over $10.00 are processed as a credit or debit correction.

11. Describe how inquires requiring research and adjustments are handled by the institution. Are there established turn-around times for research and adjustment items? If yes, specify.

The City's dedicated Client Service Advisor will work to resolve all issues the same day or within 24 hours. Most inquiries can be handled within the timelines below. Should the request require additional time for resolution, your CSA will advise the City contact who initiated the request.

Request	Time
Returned item photocopy	2 days
Returned item adjustments	3 days
Account adjustments (DDA)	2-5 days (depending on research required)
Encoding error	1 day

12. Security/Protection Measures: What security features are in place to minimize the risk of unauthorized transactions?

CashPro Online uses state-of-the-art security standards. Two firewalls provide protection against unauthorized access to online applications. All communications into and out of the internal firewall are encrypted, which means information is unreadable at any time that it is outside the Bank of America system. City ID, user ID and digital certificates provide the safest and most convenient way for user authentication on our system. All three security codes must be entered correctly to initiate a banking session. Very complicated exchanges of encrypted messages using both private and public keys are then continually exchanged as data is passed back and forth. Since a key is known only by the two communicating PCs, the City can feel confident that messages remain private.

13. Service Enhancements: Describe any enhancements, technological or otherwise, that we should consider to improve operational or cash management efficiencies.

Nevada Consortium P-card

Bank of America is the primary bank for the Nevada Government Purchase Card Consortium. As such, we can offer the City access to a premier Purchase Card solution that takes advantage of the combined municipal volume to achieve a higher rebate. The Purchase Card is managed through our Works® card management platform. This platform also gives you the ability to use our ePayables service.

ePayables

As the City looks for check payment alternatives, Bank of America stands prepared with products that are simple to implement, cost effective, and require minimal IT support. The Bank of America ePayables service is an efficient alternative to paper checks for accounts payable that allows you to eliminate bank fees and processing costs.The ePayables service is an electronic payment product targeting disbursement and specifically accounts payable. With hassle-free standard options and no need for physical plastic distribution, the ePayables service is also easy to implement.For the City, the ePayables service turns a costly check into a "free" electronic payment It eliminates per item banking fees and processing costs. We have provided more information and a workflow diagram of ePayables in the "Attachments" section of this response.

CashPay

With CashPay®, our card-based payroll solution, the City can offer direct deposit to employees who either do not qualify for, or choose not to have, traditional bank accounts. Our electronic-based payroll solution to help you cut costs by diminishing dependence on paper-based systems while reducing your exposure to lost and stolen checks, as well as, check fraud.

Every CashPay account is individually FDIC-insured, and cardholders can access their cash with their Visa®-branded debit card. The City simply deposits these employees' wages and other compensation through their normal Automated Clearing House (ACH) file for regular direct deposit transactions.

Remote Deposit Service Online

The City operates several locations where checks may be collected. Our Remote Deposit Service Online (RDSO) can help the City get these checks into the clearing stream faster, giving the City quicker access to working capital.

By scanning checks right from a desktop and sending them electronically to Bank of America, the City will have access to your funds and the ability to reconcile your accounts faster than you have before. RDSO leverages the Check 21 Act, which allows the truncation of the original paper item and enables the City to clear items electronically. We have included a full description with step-by-step instructions on RDSO in the "Attachments" section of this response.

Management made simple:

- Extended deadlines – later deposit deadlines of 8 p.m Pacific
- Reduces costs – eliminates the need for daily bank runs

Safe Connect

At the forefront of the bank's latest innovation, the City may consider using our newest safe product – Safe Connect. Safe Connect is a new, smart safe solution that automates cash handling, enables faster access to funds, and improves cash security and operational efficiencies. The solution combines an armored carrier deposit-only electronic safe with connectivity with a Bank of America deposit account, enabling next-day credit on safe deposits.

The bank provides:

- Credit for cash deposits in the smart safe
- Bulk deposit inventory and low deposit fees for vault
- Connectivity between the Armored Carrier deposit and the bank

14. Provide information on how your institution plans to keep your product line competitive. Describe what approach the bank is taking in the development of new services and what new services and/or features the bank plans to offer and within what time frame.

Bank of America constantly monitors industry trends and technological advancements to ensure that our products continue to meet the needs of clients in a rapidly changing marketplace. To ensure that the 'voice of the customer' is central to our development initiatives, we conduct client surveys and collect feedback from our internal partners to prioritize our product development activities. Additionally, benchmark studies are performed throughout the year to compare ourselves against other service providers. Our goal is to continue to meet the changing needs of our clients while maintaining high quality in service delivery.

CashPro Online

Bank of America recently made the investment to upgrade its online delivery channel to CashPro Online. This upgrade will provide the City with timely, flexible reporting keeping you more up to date on everything from account activity and lockbox detail to the status of outgoing wires. CashPro is an invaluable resource in managing your daily working capital needs.

CashPro University is the City's central source for online training and support for CashPro Online. You can access training tools and attend Live Training Workshops to better maximize your experience and stay in touch with its enhanced offerings. CashPro University makes it easy for new users to obtain hands-on practice using various applications. If technical assistance is required, CashPro Online offers three online support alternatives (a virtual consultant, live chat or e-mail) in addition to telephone support. These leading-edge solutions provide real-time responses to inquiries, helping the City make the most of its time and CashPro Online capabilities.

CashPro Accelerate® - A Comprehensive Liquidity Solution

Bank of America now offers CashPro Accelerate, an easy-to-use, Excel-based solution that automatically populates bank data into fully customizable cash positioning and reporting spreadsheets.CashPro Accelerate can auto-populate the City's bank-account online data into a customized spreadsheet with embedded formulas. Using Microsoft Excel, raw bank data is converted into useable information for the City's treasury department to analyze, communicate and share results.Because data is retrieved directly from the bank and entered into the CashPro Accelerate spreadsheet, the City can feel confident that the City's daily cash position calculation is accurate.

15. Disaster Recovery:

(a) Describe your institution's formal disaster recovery plan.

Bank of America understands and acknowledges the importance in providing the City a solid and dependable disaster recovery plan. We will provide the City with various options in case of a regional disaster in regards to all of your treasury services as well as optional services specifically designed for any disaster needs. We have highlighted some of the treasury service disaster recovery processes the City uses on a daily basis. As a secure Web-based system, CashPro Online is accessible anywhere the City has Internet access and their Bank of America digital certificate. Should the City be operating in contingency mode without your Bank of America digital certificate, you can contact the Technical Care Center and request the digital certificate be revoked and re-granted. The City may also contact their Client Service Advisor to obtain balance and transaction information as well as initiate transactions.

Access to Emergency Cash

☐ The City has access to more than 60 Bank of America banking centers and more than 50 ATMs in the greater Las Vegas metropolitan area.

☐ Bank of America has full service Mobile Banking Units and Mobile ATM Vehicles available to deploy in emergency situations.

We understand how critical it is for the City to operate its business without disruption. That is why we have a formalized Business Continuity Plan in place for each of our services that include established systems and processes that enable our organization to quickly restore business operations in the event of a minor problem or a serious outage. The continuity program continues to evolve to ensure that the bank can effectively respond to new risks.

(b) How quickly will back-up facilities be activated?

Back-up processing sites can be activated immediately, and are available indefinitely.

(c) Describe your institution's operating capabilities to assist the City in the event of a disaster or declared emergency.

If the City is unable to originate ACH payroll files after a disaster, but we are able to do so, we will do so on the City's behalf provided the City has exhausted all other available options. We will use the most recent data from the City's last file(s) sent to us to create ACH credits, on the City's behalf.

CashPay Cards can provide immediate access to payroll funds, making them a useful tool in the event of an emergency. CashPay cards offer electronic access to accounts, provide a safe, secure place to store cash or a means to easily disburse cash to employees without depending upon paper paychecks.

16. Please describe the bank's method for removing unpaid items from the outstanding list that are over a year old. Is the process automated so the City can receive a monthly report, without manual manipulation, when the checks are removed from the outstanding list?

In terms of removing unpaid items from the City's outstanding list, the City can send the bank "cancel" instructions via data transmission which will result in the unpaid items being deleted. The City still needs to request the removal/deletion of the items as there is no current automated option. Another alternative is for the City to manually cancel unpaid checks via Account Reconciliation on CashPro Online.

Similarly, our Stale Date Control feature allows the City to designate a time period during which checks issued by them are valid. After this time period, checks are considered stale dated and will be returned unpaid. Should the City elect to use our Positive Pay service, they may review these items via CashPro Online and make pay or return decisions by a specified deadline.

17. Municipal Credit Support:

(a) What is your bank's financial strength?

Bank of America is one of the world's largest financial institutions, serving individual consumers, small- and middle-market businesses and large corporations with a full range of banking, investing, asset management and other financial and risk management products and services. As of June 30, 2009, Bank of America reported total assets of $2.3 trillion and Tier 1 Common Ratio of 6.9% and Tier 1 Capital Ratio of 11.9%. Bank of America has the following credit ratings:

Bank of America NA		Long Term			Short Term	
	Moody's	S&P	Fitch	Moody's	S&P	Fitch
Rating	Aa3	A+	A+	P-1	A-1	F1+
Outlook/ (Watch)	Stable	Stable	Stable			

(b) What is your bank's track record in supporting local municipal credit needs?

Bank of America has consistently been the largest Nevada bank providing support for local Nevada municipal credit needs. The bank currently has credit commitments on its books exceeding $800 million to municipal clients in the state of Nevada.Prior to September 2008, Bank of America bid on most municipal offerings irrespective of whether we had other banking relationships with the issuer. However, after this date the cost of all bank capital rose substantially and we now tend to limit our municipal credit support to those entities that have all, or a significant portion; of their banking relationship with Bank of America. While we still provide the greatest level of municipal credit support of any Nevada bank, our approach is much more focused.

(c) What personnel and structural support do you have to support municipal credit requests?

Bank of America is structured with a specialized industry team that focuses exclusively on municipal credit requests. Your Nevada client manager is supported by a credit underwriting team and credit support team consisting of:

Nancy Nuerenberg, Senior Product Delivery Officer – Credit and SVP. Nancy has 25 years commercial banking experience, 19 of which have been with Bank of America. Nancy has a broad array of commercial

lending experience and has focused exclusively on government clients for the past 7 years. Nancy is responsible for delivering loans, lines of credit, letters of credit, and other credit products to government clients located primarily in the States of Nevada, Arizona and Washington Nancy manages a portfolio with over $1.9 billion in committed credit facilities.

Brennan Church, Product Delivery – Credit Underwriter and VP Brennan has 16 years commercial banking experience, 7 of which have been with Bank of America. Brennan has focused exclusively on government clients for the past 4 years.

Toni Smith, Sr. Credit Support Associate and Officer. Toni has 21 years commercial banking experience; 9 years with government clients.

(d) Is your credit approval staff specialized in municipal finance, or do they primarily handle general industries?

Our Government credit approval staff is focused exclusively on municipal finance and does not handle any general industry clients.

(e) Does the bank typically bid through a public finance arm, or are the credits actually carried on the bank's own books?

Bank of America has an array of financing options to offer and will seek to provide the solution that best meets our clients' needs. Financing options through Bank of America, N.A. and the team described above include: private placement loans carried on the bank's own books, lines of credit and letters of credit. Although they are private placement financings they are typically competitively bid among various financial institutions. In addition, there is a public finance option available through our Merrill Lynch partners for public offerings and leasing solutions through Banc of America Public Capital Corporation.

(f) Have your bid rates been competitive enough to successfully win competitive deals? If yes, please list examples.

As evidenced by our large credit portfolio in Nevada, Bank of America has been successful winning competitively bid deals. We have provided a list of competitive credit deals done during 2008 and 2009, held on the bank's books, in the "Attachments" section of this response. In 2008 we won over $500 million in competitively bid Nevada municipal credit offerings and in 2009 we won over $100 million in Nevada municipal offerings. No other Nevada bank comes close to these levels.

18.Controlled Disbursement Accounts:

Does the bank offer controlled disbursement accounts?

Yes. The Bank of America Controlled Disbursement service is designed to help you more effectively manage your cash flow by allowing you to fund transactions daily as they are presented rather than maintaining balances in your disbursement account for all checks issued. Our Controlled Disbursement service provides same-day early morning notification of all checks that will be presented for payment.

Our controlled disbursement service provides the City with the following benefits:

- Early funding notification makes certain that your investment or borrowing deadlines are consistently met.
- Accurate funding notification eliminates guesswork, maximizes investments and minimizes borrowings.
- Multiple disbursement sites offer aggressive reporting times and geographic choices to meet your needs.
- Multiple options to fund your disbursements including wire, ACH, or same-day funds.

19.EDI Payment Services:

Does the bank offer Electronic Data Interchange (EDI)?

Yes, Bank of America offers EDI services that are capable of processing EDI transactions for both payments and receipts. Our EDI systems for payments is called the Payment Network, and for receivables is called the Receivables Network. The Payment Network is fully compliant with ANSI X12 and NACHA format standards. The Receivables Network can provide data in an ANSI X.12 820 or 823. Our EDI Translation Service supports 821 (financial information reporting) and 822 (account analysis billing) formatted data, and can provide conversions from version from 3050 up to 4010 for these transactions.

Bank of America

Instructions

Schedule

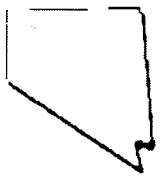
Bank of America Local OnUs

Standard Accelerated

Availability Schedule

For Cash Letter Deposits received in Las Vegas

October 2008



Bank of America

Availability Schedule for
Corporate Depositors

Effective October 2008 for Cash Letter Deposits Received in Las Vegas .

INTERPRETING THE AVAILABILITY SCHEDULE

Controlled Disbursement items are assigned float based on where the items are payable through. Bank of America Controlled Disbursements are assigned availability based on the FRB region in which they are drawn.

Customer Availability Schedule

Description	Routing Numbers	Availability
Bank of America Local "On-Us" Items	See Supplemental List	0
Government Items	0000 - XXXX	1
Los Angeles City	1220 - XXXX 3220 - XXXX	1
	1223 - XXXX 3223 - XXXX	1
Los Angeles RCPC	1221 - XXXX 3221 - XXXX	1
	1222 - XXXX 3222 - XXXX	1
	1224 - XXXX 3224 - XXXX	1
San Francisco RCPC	1210 - XXXX 3210 - XXXX	1
	1211 - XXXX 3211 - XXXX	1
	1212 - XXXX 3212 - XXXX	1
	1213 - XXXX 3213 - XXXX	1
Other 12th District Items	1230 - XXXX 3230 - XXXX	2
	1231 - XXXX 3231 - XXXX	2
	1232 - XXXX 3232 - XXXX	2
	1233 - XXXX 3233 - XXXX	2
	1240 - XXXX 3240 - XXXX	2
	1241 - XXXX 3241 - XXXX	2
	1242 - XXXX 3242 - XXXX	2
	1243 - XXXX 3243 - XXXX	2
	1250 - XXXX 3250 - XXXX	2
	1251 - XXXX 3251 - XXXX	2
	1252 - XXXX 3252 - XXXX	2
All Other Items		2
All Other 3 Day Items	0111 XXXX 2111 - XXXX	3
	0112 XXXX 2112 - XXXX	3
	0113 XXXX 2113 - XXXX	3
	0114 XXXX 2114 - XXXX	3
	0115 XXXX 2115 - XXXX	3
	0116 XXXX 2116 - XXXX	3
	0117 XXXX 2117 - XXXX	3
	0118 XXXX 2118 - XXXX	3
	0119 XXXX 2119 - XXXX	3
	0211 XXXX 2211 - XXXX	3
	0212 XXXX 2212 - XXXX	3
	0213 XXXX 2213 - XXXX	3
	0214 XXXX 2214 - XXXX	3

Bank of America

Supplemental Availability Schedule

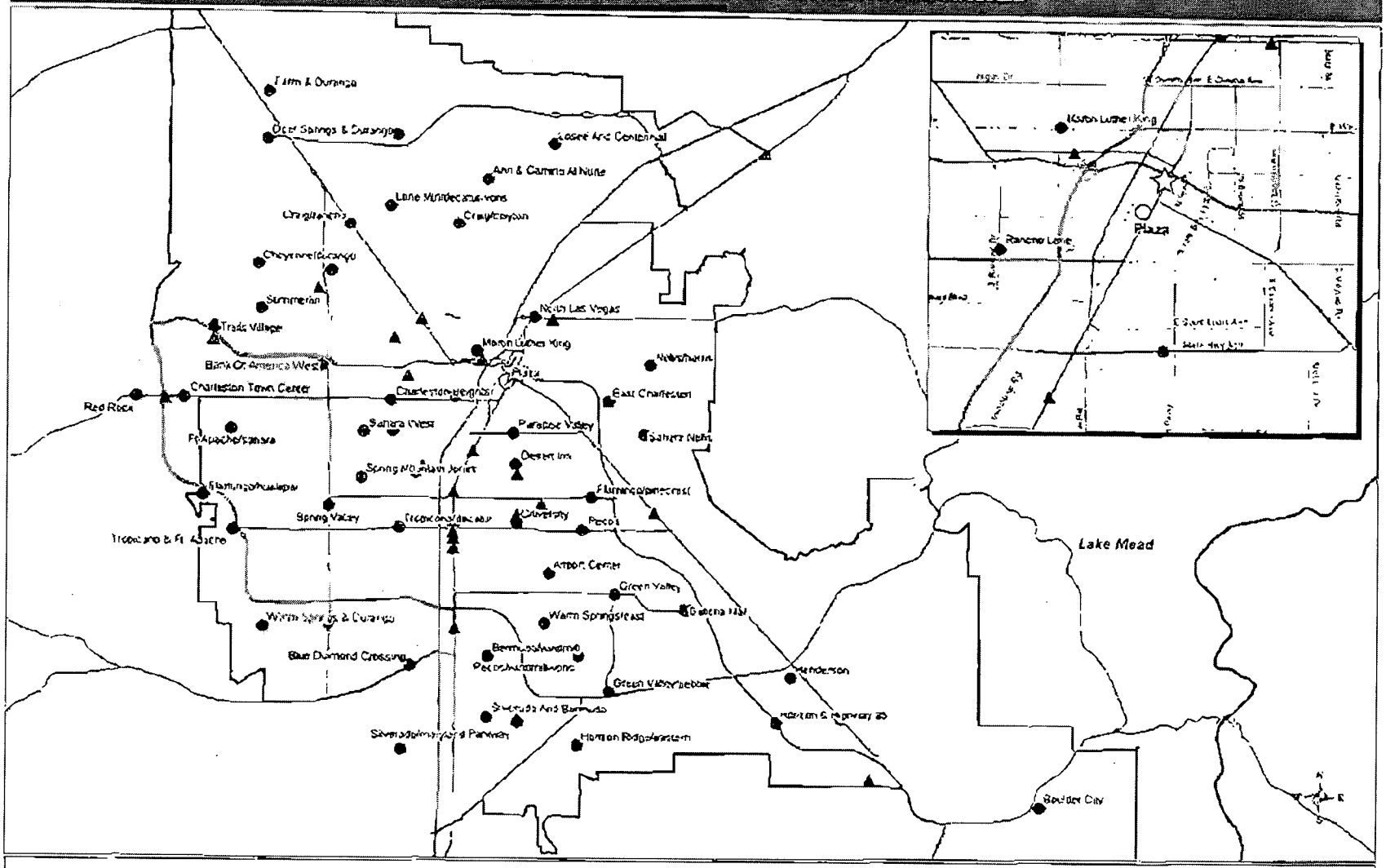
SELECT LOCAL BANK OF AMERICA ONUS

Refer to the Availability Schedule for corresponding deadline and availability assignments.

NEVADA

1212-0015 1212-0099 1212-0142 1224-0072

City of Las Vages, Nevada and Bank of America Store Locations



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Retail Distribution Analysis (800) 354-1095

Bank of America
Merrill Lynch

November 9, 2009

City of Las Vegas
Attn: Cindy White

Dear Ms. White:

Bank of America has provided the below responses to the additional questions as requested by the City on November 9, 2009.

1. **Regarding Section 4, Page 40 of your proposal, please define "when the rate environment stabilizes".**

   The phrase "when the rate environment stabilizes" refers to the historical short term rate structure that existed prior to the last 12 to 18 months. Prior to this time, we saw 91 day US T-Bill auction rates that were near the 1.0%, or higher range. However, Federal Reserve actions to deal with the recent financial crisis have driven short term rates to very near zero percent. That, in turn, drove our benchmark 91 day US T-Bill index to very near zero as well, which would have required our clients to post huge balances to cover analysis charges through compensating balances. This is why alternative ECR rates were developed. Although we do not expect this environment to continue for the long term, we cannot say with certainty how long this environment will last. To address this, we have offered the City the option of the 91 day US T-Bill index, or our managed ECR Plus rate.

2. **Also, please consider offering a guaranteed minimum ECR, such as "ECR=91 Day T-Bill plus (number) basis points".**

   Bank of America will guarantee that our minimum ECR for the managed ECR Plus option will not fall below .70% through 2010. In addition, we will set our 91 Day T-Bill rate option at 91 Day T-Bill plus .15% (plus 15 basis points), through the term of the contract. The City will still have the ability to switch between these options as outlined in our Proposal.

3. **In the attachment, Cindy asked the question concerning what the RFP referenced as Software in the Attachment 7, Page 61-62, Technology. Can**

you tell me what this is in reference to as it states we need to install on our server, etc. ? I think this was overlooked in your response.

Attachment 7 is our Treasury Services Terms and Conditions Agreement, and this question is directly related to the section titled "Software License" (pp. 61-65). Our Terms and Conditions were written as a "catch-all" agreement to cover any current or future services our clients may choose to implement. This was done to avoid requiring a signature from our clients each time a product or service was implemented.

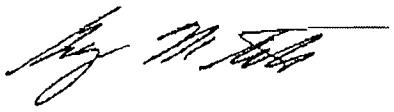
In our proposal to the City, we are not recommending any software-based product or service that would require a software installation to your server or workstation. All of our proposed solutions are web-based, and can be accessed online.

In summary, no required software installations are contemplated at this time to implement any of the services Bank of America has proposed to the City.

Summary

We would like to take this opportunity and thank the City for the opportunity to present our proposal for Banking Services. If you should have any further questions or need any additional information, please do not hesitate to contact us.

Sincerely,



Greg M. Titus
SVP, Senior Client Manager
(775) 688-8783
greg.m.titus@bankofamerica.com

Cindy White

From: Colleen Lewis
Sent: Monday, March 29, 2010 4:27 PM
To: Cindy White
Subject: RE: City of Las Vegas Banking Services RFP

Hi,

Yes, this should be brought into the proposal. #1 and #2 are related to BofA's Form G –supporting Calculations for the Earnings Credit Rate and guarantees ECR Plus of .70 through 2010.

Colleen

From: Cindy White
Sent: Monday, March 29, 2010 4:17 PM
To: Colleen Lewis
Subject: FW: City of Las Vegas Banking Services RFP

Hi,

This is one of the items to consider bringing into the proposal. Thanks.

Cindy White, C.P.M., CPPB
Contracts Specialist
City of Las Vegas
400 Stewart Avenue, First Floor
Las Vegas NV 89101
702-229-5419
702-464-2584
cwhite@lasvegasnevada.gov

From: Titus, Greg M [mailto:greg.m.titus@bankofamerica.com]
Sent: Monday, November 09, 2009 3:34 PM
To: Cindy White
Cc: Moore, Jeffrey B
Subject: City of Las Vegas Banking Services RFP

Cindy,

Attached is our response to the latest questions from the City. I also added a response (Response #3) to the email we received today from Kathleen Fauerbach.

I am out of the office on Thursday and Friday of this week. If you need anything from the Bank on those days, please contact Jeff Moore (copied on this email). His phone is 702-824-9090 (office) or 702-498-4404 (cell).

Please let us know if you need anything else.

Thank you,
Greg

Greg M. Titus, SVP
Nevada Government Banking
Bank of America, NV2-117-02-19
401 South Virginia St. 2nd Floor
Reno, NV 89501-2196
775-688-8783

312-453-6476 (fax)

Exhibit B
Treasury Services
Terms and Conditions

Treasury Services
Terms and Conditions

Bank of America Higher Standards

AUTHORIZATION AND AGREEMENT FOR TREASURY SERVICES

I am an authorized representative of the organization specified below (the "Client"). The Client has received Bank of America's Treasury Services Terms and Conditions Booklet (the "Booklet") in the form and with the content posted on the website of Bank of America and agrees to adhere to the Booklet and any applicable User Documentation from Bank of America ("Bank"). The Services covered by the Booklet and the banks providing Services are listed on the accompanying List of Banks and Services, which we may change from time to time. Capitalized terms used in this Authorization and Agreement form, not otherwise defined, have the meanings given to them in the Booklet.

After I sign below on behalf of the Client, the Client may from time to time request the Bank to provide any of the Services described in the Booklet. The Client may begin to use any such Service once Bank has approved such use and has received all required and properly executed forms and the Client has successfully completed any testing or training requirements. The Booklet supersedes other agreements between the Client and the Bank, as described under the General Matters heading in the Booklet, with regard to the provision of Services.

I warrant that the Client has taken all action required by its organizational or constituent documents to authorize me to execute and deliver on behalf of the Client this Authorization and Agreement form and any other documents the Bank may require with respect to a Service. I am authorized to enter into all transactions contemplated by the provision of Services to the Client. These may include, but are not limited to, giving the Bank instructions with regard to Electronic Funds Transfer Services and designating employees or agents to act in the name and on behalf of the Client.

Guidelines for completion:

If Client is **a:**	**Who must sign:**
corporation	any authorized officer
limited liability company	all members, or any authorized officer*
partnership (general or limited)	any general partner'
limited liability partnership	the managing partner*
sole proprietorship	the sole proprietor
governmental entity	the Treasurer*

* Includes any individual authorized under Client's charter or organizational or constituent documents. The legal name of any member, managing member, manager or general partner who is signing and who is not an individual must appear in the signature block. **Note that in most cases the Client must also complete the Certification form which follows.**

City of Las Vegas

(ORGANIZATION'S/CLIENTS LEGAL NAME)

[Signature of Authorized Representative]

[Print Name of Authorized Representative]
Mark Vincent

[Print Title of Authorized Representative (include the legal name of any member, managing member, manager or general partner who is signing and who is not an individual)]
Chief Financial Officer

The following addresses may be used for giving notices in connection with this Booklet except as you or we provide the other different addresses to be used in conjunction with your accounts or particular Services.

Address for Client Notices:
City of Las Vegas
Manager, Purchasing and Contracts
400 Stewart Avenue, First Floor
Las Vegas, Nevada 89101-2986

Telephone: (702) 229-6231

Fax: (702) 384-9964

Dated

[Signature of Authorized Representative, if two are required by Client]

[Print Name of Authorized Representative]

[Print Title of Authorized Representative (include the legal name of any member, managing member, manager or general partner who is signing and who is not an individual)]

Address(es) for Bank Notices:
Bank of America, N.A.
Documentation Management (CA4.706-04-07)
P.O. Box 27128
Concord, CA 94527-9904
Fax No.: (925) 675-7131
and, if filled in; the following:

Telephone: ( )

Fax: ( )

AUTHORIZATION AND AGREEMENT CERTIFICATION

I certify that each signature appearing on the previous page for Client is the true signature of a person authorized to execute the form on behalf of Client, and I further certify that I have full authority to execute this certification. The Bank is entitled to rely upon this certification until written notice of its revocation is delivered to the Bank.

Guidelines for completion: This Certification should **not be signed by the individual who signed the Authorization and Agreement.**

If Client is a:	Who must sign:
corporation	any authorized officer
limited liability company	any member or authorized officer
limited liability partnership	any partner
partnership (general or limited)	any general partner
sole proprietorship	no signature required
governmental entity	the entity's counsel, or any other individual as permitted by •the entity's organizational documents

The legal name of any member, managing member, manager or general partner who is signing and who is not an individual must appear in the signature block.

Note: If Client is not a U.S. based entity, it is not required to complete this certification, but must provide authorizing certificates or mandates.

Dated

(ORGANIZATION'S/CLIENT'S LEGAL NAME)

'Signature of Certifying Representative]

[Print Name of Certifying Representative]

[Print Title of Certifying Representative (include the legal name of any member, managing member, manager or general partner who is signing and who is not an individual)]

TREASURY SERVICES DELEGATION OF AUTHORITY FORM

This form is optional and is to be used when you wish to delegate authority to sign various authorization forms to someone other than the person who signed the Authorization and Agreement form in the front of this Booklet.

By signing below, you authorize the incumbent of the specified position listed in Section A or each person listed in section B below, acting alone, to execute documents that we may request, and any amendments or renewals thereof, pertaining to the use of Services, including but not limited to designating one or more persons (which may include himself or herself) authorized to initiate, amend, cancel, confirm or verify the authenticity of instructions to us for Services, whether given orally, electronically or by facsimile instructions, and to revoke any authorization granted to any such person, as he or she deems appropriate. The signer of this form has the same authority described above for each Service with us, unless otherwise specified. We are entitled to rely upon this delegation until written notice of its revocation is received by us.

Guidelines for Completion: Fill out either section A or section B, or both, depending on your needs.

- To delegate authority to any person holding a specific title, fill out section A.
- To delegate authority to specific individuals by name, fill out section B.

For each name or title, indicate "All" in the "Service" column if the person or title has authority to sign documents for all Services which you receive from us. Otherwise, indicate specific Services for which the person or title has authority. For each name or title, indicate the entity or entities for which the person or title has authority to sign documents.

A. TO DELEGATE AUTHORITY TO ANY PERSON HOLDING SPECIFIC POSITIONS

Title	Service	Entity

B. TO DELEGATE AUTHORITY TO SPECIFIC INDIVIDUALS

Name	Service	Entity	Specimen Signature

CLIENT AUTHORIZATION

Client Authorization Instructions: The same person who signed the Authorization and Agreement for *Treasury Services* form must *sign* this Treasury Services Delegation of Authority form.

Dated

(ORGANIZATION'S/CLIENTS LEGAL NAME)

[Signature of Authorized Representative]

[Print Name of Authorized Representative]

[Print Title (include the legal name of any member, managing member, manager or general partner who is signing and who is not an individual)]

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INTRODUCTION

Thank you for choosing the Bank of America Corporation group of financial institutions for your worldwide treasury management business needs. We appreciate the opportunity to serve you. If you have any questions about our extensive array of treasury services (including the locations where each service is available) or about this Booklet, please contact your treasury services representative.

Capitalized terms used in this Booklet are defined in the Glossary. The terms "we", "us" and "our" refer to each of the Bank of America Corporation subsidiary banks which provide you a particular Service under the terms of this Booklet. The terms "you" and "your" refer to each Client identified on the Authorization and Agreement for Treasury Services.

This Booklet contains the terms and conditions under which we provide you worldwide treasury services. It is used in conjunction with the Account Agreement which covers account terms and conditions. Please read this Booklet carefully and keep it for your records.

By signing and returning the Authorization and Agreement form in the front of this Booklet, you agree to the General Provisions section of this Booklet (which contains terms and conditions applicable to all Services), except that you agree to the Software License Section of the General Provisions only to the extent we provide you Software in connection with one or more Services. You also agree to those portions of the Treasury Services and Electronic Trade Services sections of this Booklet which contain the specific terms and conditions that relate to the Services we provide to you. If you would like an additional Service, it will be covered by the terms and conditions of this Booklet once we have approved your use of the Service. You may begin using the Service when we have received all required and properly executed forms and you have successfully completed any testing or training requirements.

Whenever you use any of the Services covered by this Booklet, you agree to be bound by these terms and conditions, as amended from time to time, and to follow the procedures in the applicable Materials.

TREASURY SERVICES

We offer a wide variety of treasury services. Each Service has many features and options. Your treasury services representative will be happy to describe these to you and to recommend those that will best meet your needs.

A List of Banks and Services is enclosed with this Booklet. This list includes the names of each Bank of America Corporation subsidiary bank offering Services under this Booklet and the names under which we currently offer those Services. Please contact your treasury services representative at any time if you wish to receive an updated list.

ACCOUNT RECONCILEMENT

Our Account Reconcilement Services will help you reconcile and manage the credit and debit activity in your accounts. Detailed information regarding such Services is available in the applicable User Documentation.

Your use of an Account Reconcilement Service does not affect any of your obligations, which are described in the applicable Account Agreement, to discover and report with respect to your accounts (including joint accounts where permitted): (i) unauthorized signatures, alterations or endorsements on checks and (ii) unauthorized Requests and other discrepancies. Your use of this Service or our receipt of information associated with this Service does not increase our duty with respect to accounts or the payment of checks.

AUTOMATED CLEARING HOUSE (ACH)

This section applies only to ACH Services within the United States of America and does not apply to cross-border ACH transactions and other International Electronic Funds Transfers which are covered by the "Wire Transfers and International Electronic Funds Transfers" section in this Booklet.

Our ACH Services allow you to transfer funds to or from your accounts by initiating Entries which may be sent through the ACH system or processed directly to accounts with us.

We may send Entries to any ACH processor selected by us or directly to another bank. Each ACH Service is described in the applicable User Documentation. You authorize us to issue Depository Transfer Checks (DTCs), as instructed by you or as reasonably determined by us to be appropriate. The capitalized ACH terms appearing in italics below are defined in the NACHA Rules.

COMPLIANCE WITH NACHA RULES AND LAWS

You agree to comply with the NACHA Rules for all Entries, whether or not an Entry is sent through the ACH network. You act as Originator and we act as Originating Depository Financial Institution (ODFI) with respect to Entries. You will deliver Entries to us as provided in the User Documentation and the NACHA Rules. The NACHA Rules govern if they conflict with this Booklet, except that the file specification requirements in the User Documentation govern if they conflict with the NACHA Rules.

Where a preauthorized debit Entry from a consumer's account varies in amount from the previous debit Entry, you will comply with the notice requirements set forth in the NACHA Rules, the Electronic Funds Transfer Act and Regulation E of the Board of Governors of the Federal Reserve System, as applicable.

AUTHORIZED PERSONS

Before using an ACH Service, you give us a written list, in a form acceptable to us, of the persons authorized by you to verify the authenticity of Entries and Reversal/Deletion Requests in accordance with the Security Procedure and to perform certain other duties in connection with such Service.

SECURITY PROCEDURE

You agree to use the Security Procedure, if any, when you deliver Entries or Reversal/Deletion Requests to us. The purpose of the Security Procedure is to verify the authenticity of Entries and Reversal/Deletion Requests delivered to us in your name and not to detect any errors in the transmission or content of Entries. Each time you use a Service, you represent and warrant that, in view of your requirements, the Security Procedure is a satisfactory method of verifying the authenticity of Entries and Reversal/Deletion Requests. You agree we may act on any Entries or Reversal/Deletion Requests after we have verified its authenticity through use of the Security Procedure.

WARRANTIES

Each time you use an ACH Service, (i) you warrant that you have obtained appropriate authorization from each *Receiver* and that Entries conform to such authorization and comply with the NACHA Rules, and (ii) you make the same warranties to us as we make under Section 2.2 (or any successor section) of the NACHA Rules.

PAYMENT WITH RESPECT TO ENTRIES

We generally debit your account on the settlement date for credit Entries (including debit Reversals), unless you are prefunding your Entries. Prefunding means that you are required to pay for all credit Entries before the settlement date as we may specify. We may, at our discretion, without prior notice to you, require prefunding before we process your credit Entries. We are not obligated to process any credit Entries, even if we have done so in the past, without having first been paid by you, but, if we do, the amount is immediately due and payable without notice or demand.

You will pay us for the amount of any returned debit Entries (including rejected debit Entries), any adjustment Entries or any returned DTCs, which we have previously credited to your account. Such amounts shall be immediately due and payable. You agree that we do not need to send a separate notice of debit Entries or DTCs which have been returned unpaid. You may request reports containing information regarding returned debit Entries and DTCs.

ACTING ON ENTRIES

We send Entries to the ACH processor for settlement on the Effective Entry Date shown on the Entries, if we receive the Entries by the applicable processing deadlines specified in the User Documentation for the ACH Service being used. We may treat Entries that we receive for processing after a deadline as if received on the next Business Day. Entries will be deemed received by us when we receive the complete file at the location specified in the User Documentation.

REJECTION OF ENTRIES

We may reject any Entry that does not comply with the requirements of this Booklet or the applicable User Documentation, including any ACH processing limits described in the User Documentation, or that we are unable to verify through use of the Security Procedure. We may also reject any Entry that may be returned for any reason under the NACHA Rules or if you have breached your payment obligations for any ACH Service we provide to you.

Notice of rejection will be given to you by telephone, by electronic means, by facsimile or by mail within the time period specified in the User Documentation and will be effective when given. We are not liable for the rejection of any Entry and are not obligated to pay you interest for the period before you receive the notice of rejection. If an Entry is rejected for any reason, it is your responsibility to correct the Entry you intend to resubmit.

REVERSAL OR DELETION

We have no obligation to cancel or amend any Entry after we have received it. If you send us a Reversal/Deletion Request and we are able to verify the authenticity of the Reversal/Deletion Request using the Security Procedure, *we* will make a reasonable effort to act on your Reversal/Deletion Request. We will not be liable to you if such Reversal/Deletion Request is not effected. You agree to indemnify us in connection with any such Reversal/Deletion Request as provided in UCC 4A. Your obligations under this provision will survive the termination of any ACH Service.

PROVISIONAL PAYMENTS

You agree to be bound by the provision of the NACHA Rules providing that payment of a credit Entry by the *Receiving Depository Financial Institution (RDFI)* to the *Receiver* is provisional until the *RDFI* receives final settlement for the Entry. If final settlement is not received, the *RDFI* is entitled to a refund from the *Receiver* of the amount credited. This means that the *Receiver* will not have been paid.

Our *payment* of any debit Entry, returned credit Entry or credit Reversal is provisional until we receive final settlement for the Entry or Reversal. If final settlement is not received, we are entitled to a refund and we may charge your account for the amount previously credited. We may delay the availability of any amount credited for a debit Entry or credit Reversal if we believe that there may not be sufficient funds in your account to cover any chargeback or return of the Entry or Reversal.

INCONSISTENCY OF NAME AND NUMBER

An *RDFI* can make payment to a *Receiver* based solely on the account number, even if the name in the Entry differs from the name on the account. We will send an Entry to an *RDFI* based solely on the bank identifying number you provide, even if you provide us with a different *RDFI* name.

NOTICE OF ACCOUNT STATEMENT DISCREPANCIES

Information concerning Entries will be reflected in your account statements and, in some cases, in the form of written or electronic advices or reports that are produced by one of our Information Reporting Services. You must send us written notice, with a statement of relevant facts, within 14 days after you receive the first notice or statement indicating a discrepancy between our records and yours. If you fail to give the required notice, we will not be liable for any loss of interest or for compensation for any other loss or cost relating to an unauthorized or erroneous debit to your account or any other discrepancy reflected in the notice or account statement. You must notify us promptly by telephone or other electronic means approved by us for such purpose, and confirm such notice in writing, of information concerning an unauthorized or erroneous debit to your account if you learn about or discover it from any source other than a statement, advice or report from us.

AUTOMATED CLEARING HOUSE (ACH) BLOCKS AND FILTERS

This section applies only to ACH Blocks and Filters Services for Entries received in the United States of America.

With the ACH Blocks and Filters Services, you provide us with the authorization criteria for Entries you desire to receive for debit or credit to your account. We will automatically return any Entry which does not meet your authorization criteria.

We may also return an Entry that would be returned for any reason under the NACHA Rules. The ACH Blocks and Filters Services do not apply to transactions between you and us, and we may pay Entries which you have authorized us to originate against your account (e.g., loan or credit card payments), whether or not you have included these in your authorization criteria. We may also pay any Entries, reversals or adjustments which we are required to accept under the NACHA Rules, operating circulars or any other applicable rule, guideline or regulation.

You provide authorization criteria in a manner and form acceptable to us. In your authorization criteria you may specify a maximum amount for authorized Entries, in which case you must specify the amount in dollars and cents.

You agree to comply with the NACHA Rules for all Entries. Under the NACHA Rules, credit Entries are provisional and may be revoked prior to final settlement. If the credit Entry is revoked before final settlement and final settlement is not received, we may charge your account for any amount previously credited to your account. The person who originated the credit Entry is considered not to have paid you. If this happens, we do not send a separate notice.

If an ACH Blocks and Filters Service is terminated for any reason, we will no longer be obligated to monitor Entries against your authorization criteria and will receive and accept or return Entries to your account in accordance with our normal procedures. You still have the right to return Entries in accordance with the NACHA Rules.

AUTOMATED CLEARING HOUSE (ACH) CUSTOMER-INITIATED PAYMENTS

Our ACH Customer-Initiated Payments service allows your consumer or business customers to pay you for goods or services by using your website. Your customers can authorize payments to you through commands on your website or by touch-tone or voice commands on the telephone. Detailed information regarding this Service is available in the applicable User Documentation.

Payments will be made by creation of an ACH Entry to credit your account with us and will be subject to the provisions of our Automated Clearing House Services. You act as the *Originator,* your customer acts as the *Receiver* and we act as the *ODFI* with respect to the Entries. You warrant that you have obtained appropriate authorization from each *Receiver* and that Entries conform to such authorization and comply with the NACHA Rules. You also make to us the same warranties as we make with respect to Entries under the NACHA Rules.

CASHPAY®

Our CashPay® Service allows you to pay your employees and other payees by directly depositing payments to their CashPay accounts. Your payees can immediately access their money through ATMs and point of sale (POS) terminals.

CASHPAY FUNDING OPTIONS

You may fund the CashPay accounts in one of two ways: by initiating Entries through the Automated Clearing House (ACH) system or, upon our approval, by instructing us to transfer funds from a deposit account you maintain with us. (ACH Services are governed by the ACH section of this Booklet.)

If you choose to pay by the transfer of funds from your account with us, we will debit your account following receipt of your payment instructions in a mutually agreed-upon format and method. You must have sufficient Collected and Available Funds in your account to cover the transfer amount. In the event that sufficient funds are not available at the time of settlement, you agree that we may take steps to protect ourselves, including refusing to fund CashPay accounts and terminating the CashPay Service (which will not affect funds previously transferred to CashPay accounts), without incurring *any* liability to *you* or your payees.

CERTIFICATION OF ENROLLMENT INFORMATION

You must provide us information for each payee who wishes to open a CashPay account. Each time you provide us with such information or initiate a transfer of funds to a CashPay account, you certify that the following statements are true and accurate as of such date:

- The payee is entitled to receive payments issued by you, and is otherwise qualified to participate in the CashPay program.
- All information provided by you about the payee is correct, including but not limited to the payee's date of birth, address, and social security number or other identifying information contained in another form of identification issued by a governmental entity.

- If the payee is to receive wage payments through a CashPay account, the payee is legally employable in the United States of America.
- You have provided the payee the explanatory CashPay Service information that we have provided to you for that purpose, and the payee has authorized the transfer of wages to the CashPay account.
- The payee has not cancelled the authorization to transfer the wages to the CashPay account.

You agree to notify us promptly of any changes to the payee enrollment information you have provided to us for this Service.

ADDITIONAL LIMITATION OF LIABILITY

As a general rule, ATMs cannot dispense cash in increments other than $5, $10 or $20. This means that your payees may not be able to withdraw at an ATM all funds paid by you to the payees' CashPay accounts. We will wire the difference to any payee who requests such payment; however, we will not be responsible if your payees or others assert a claim against us due to this inability to withdraw all funds at an ATM.

PROMOTIONAL MATERIALS

We will provide you with a CashPay agreement and other explanatory documentation for you to give your payees. You must obtain our prior written consent if you elect to promote the CashPay service using materials (in any format) other than the documentation we provide to you for that purpose.

CHECK ISSUANCE

With our Check Issuance Services, you may request us to create checks on your behalf that are drawn on either (i) accounts maintained by you with us or another bank or (ii) accounts designated and owned by us.

AUTHORIZED PERSONS

Before using a Check Issuance Service, you give us a written list, in a form acceptable to us, of the persons authorized by you to perform certain duties in connection with such Service.

SECURITY PROCEDURE

You agree to use the Security Procedure when you deliver Check Issuance Requests or electronically transmit Stop Payment Requests to us. The purpose of the Security Procedure is to verify the authenticity of Check Issuance Requests and Stop Payment Requests delivered to us in your name and not to detect any errors in the transmission or content of these messages. Each time you use a Check Issuance Service, you represent and warrant that, in view of your requirements, the Security Procedure is a satisfactory method of verifying the authenticity of Check Issuance Requests and such Stop Payment Requests. You agree we may act on any Check Issuance Request and any electronically transmitted Stop Payment Request the authenticity of which we have verified through use of the Security Procedure.

STOP PAYMENT REQUESTS

Generally, you may send us a Stop Payment Request with respect to a check drawn on an account designated and owned by us only if the check is lost, stolen or destroyed. In such case, you must complete and provide us with a declaration of loss and indemnity agreement reasonably acceptable to us. If you wish to stop payment on a check drawn on an account you maintain with us, you must make your request as provided in the applicable Account Agreement.

YOUR RESPONSIBILITIES

You must create and transmit to us a Check Issuance Request for each check you want us to issue on your behalf. You must make certain that each Check Issuance Request conforms in form and substance to the requirements, including cutoff times on a Business Day, described in the applicable User Documentation.

You must retransmit any Check Issuance Request or other message initially transmitted to us through a Service if you have not received an acknowledgment message from us within the time period specified in the applicable User Documentation.

In the case of checks drawn on accounts designated and owned by us, you must ensure that Collected and Available Funds, sufficient to cover the total of all checks issued, are on deposit in your accounts. We will debit your account to cover such checks when we receive your Check Issuance Request. In the case of checks drawn on accounts designated and owned by you, you will be governed by the applicable Account Agreement.

CHECK TRUNCATION

With our Check Truncation Service, we store copies of your canceled checks on microfilm or other media and destroy the checks. You do not receive your canceled checks. We will provide a copy of any check that you request for up to seven years from the date the check was paid against your account. To request a copy, you must provide us with sufficient information for us to identify the item, including the Magnetic Ink Character Recognition (MICR) serial number, account number, exact amount (dollars and cents) of the check, statement reference number, if any, and posting date. We may also ask you for additional identifying information.

Special services such as microfilm or review of dates, dollar amounts, serial numbers or signatures may not be available in connection with the Service.

Notwithstanding the Limitation of Liabilities section of this Booklet, if we are unable to provide a copy of a check as requested by you under a Service, our liability will be limited to your actual damages but will not, in any event, exceed the amount of the check.

CLIENT-PRINTED DRAFTS

With our Client-Printed Drafts Services, you use your computer (using Software we provide or by accessing our treasury management website) to print drafts (which may include drafts denominated in a currency other than the currency in which the relevant account is denominated) drawn on either (i) accounts maintained by you with us or another bank or (ii) accounts designated and owned by us.

AUTHORIZED PERSONS

Before using a Client-Printed Drafts Service, you give us a written list, in a form acceptable to us, of the persons authorized by you to perform certain duties in connection with such Service.

SECURITY PROCEDURE

You agree to use the Security Procedure when you deliver Payment Advices or electronically transmit Stop Payment Requests to us. The purpose of the Security Procedure is to verify the authenticity of Payment Advices and Stop Payment Requests delivered to us in your name and not to detect any errors in the transmission or content of these messages. Each time you use a Client-Printed Drafts Service, you represent and warrant that, in view of your requirements, the Security Procedure is a satisfactory method of verifying the authenticity of Payment Advices and such Stop Payment Requests. You agree we may act on any Payment Advice or electronically transmitted Stop Payment Request the authenticity of which we have verified through use of the Security Procedure.

STOP PAYMENT REQUESTS

Generally, you may send us a Stop Payment Request with respect to a draft drawn on an account designated and owned by us only if the draft is lost, stolen or destroyed. In such case, you must complete and provide us with a declaration of loss and indemnity agreement reasonably acceptable to us. If you wish to stop payment on a draft drawn on an account you maintain with us, you must make your request as provided in your Account Agreement.

YOUR RESPONSIBILITIES

You must verify the contents of each shipment of blank draft stock and sign and return to us the receipt accompanying each shipment or notify us of any discrepancy. You must notify us immediately if any draft stock is lost or stolen. You will be liable for any damages arising out of the loss or theft of any draft stock received by you.

You must create and transmit to us a Payment Advice for each draft you issue using a Service. You must make certain that each draft, Payment Advice and electronically transmitted Stop Payment Request conforms in form and substance to the requirements, including cutoff times on a Business Day, described in the applicable User Documentation.

You must retransmit any Payment Advice, electronically transmitted Stop Payment Request or other message initially transmitted to us through a Service if you have not received an acknowledgment message from us within the time period specified *in* the applicable User Documentation.

OUR RESPONSIBILITIES

When we receive the Payment Advice, we will transfer funds from your account with us to the bank account on which the draft is drawn.

We will provide you with blank draft stock and with the necessary Software and/or access to our treasury management website.

PAYMENT WITH RESPECT TO DRAFTS

You agree you will not issue any drafts using a Service which would cause your applicable account balance, according to your records, to be exceeded. If your records and ours disagree regarding the account balance, our records will control for purposes of these Services. You must ensure that Collected and Available Funds, sufficient to cover the total of all drafts issued, are on deposit in your account each Business Day before the time stated in the applicable User Documentation.

COIN AND CURRENCY ORDERS

Our Coin and Currency Order Services allow you to place orders for coin and currency with our cash vaults and, where available, to exchange paper currency for rolled coins and currency at certain banking centers or our automated business centers.

Before using a Coin and Currency Order Service, you give us a written list at our request, in a form acceptable to us, of the persons authorized by you to place coin and currency orders and to perform certain other duties in connection with a Service.

If you pick up your coin and currency order from one of our cash vaults, you must contract separately with an armored carrier service that is acceptable to us to provide for the transportation of cash orders. Armored carriers are your agents.

You authorize us to act upon any request for coin or currency made in accordance with this Booklet and the procedures described in the applicable User Documentation.

In connection with any coin and currency you order from our cash vaults using a Service, you authorize us to debit your account on the day the coin and currency order is released to your authorized agent or to the depository facility you and we have agreed upon. Each time you use a Coin and Currency Order Service, you represent and warrant with each

coin and currency order that you have sufficient Collected and Available Funds in your account which, when added to funds that are available under a line of credit, are sufficient to cover your coin and currency order. We have no obligation to release a coin and currency order unless there are sufficient Collected and Available Funds in the designated account and available under a line of credit to pay for such order at the time scheduled for release of the cash to you or your agent.

COLLECTION LETTERS

Our Collection Letter Services allow you to forward us drafts, checks and travelers checks (as used in this section, "items") drawn on Canadian banks and denominated in U.S. dollars or drawn in specified foreign currencies (as described in the applicable User Documentation) for collection.

You must prepare and forward a transmittal letter, in a form acceptable to us, along with those items you want us to process for collection in accordance with the applicable User Documentation. You agree that you will only request collection on items which are drawn on Canadian Banks in U.S. dollars or foreign currency items drawn in currencies specified in the applicable User Documentation.

We will send each item you forward to us for collection to the bank on which such item was drawn or to an appropriate correspondent bank. We will credit your account for each item on the Business Day on which we receive payment for each such item at our then-prevailing buy rate for the applicable currency. We will deduct all service fees and charges, plus any correspondent bank fees and charges, from the amount of any payment credited to your account for such items.

We will send you a written advice showing the applicable buying rate and fees and charges for each item we process as a collection item through use of a Collection Letter Service.

COMMERCIAL AND CORPORATE CARD

Our Commercial and Corporate Card Services allow you to open Card Accounts for your business purposes, as described below. With our Commercial Card Services, which are designed principally for medium-sized companies, you may obtain a single Card for managing purchases, travel and fleet spending. With our Corporate Card Services, which are designed for large companies, you may obtain separate purchasing, travel or fleet Cards or a Card combining all three functions. Accounts payable payment functionality is also available. Detailed information regarding such services is available in the applicable User Documentation.

OUR OBLIGATIONS

We will open Card Accounts upon your request which Cardholders or you may use to conduct Transactions for your business. We will assume that all Transactions made on a Card Account are authorized by you until we receive and have had a reasonable period of time to act upon written notice from you that the Cardholder is no longer authorized to use the Card, Convenience Checks or the Card Account. Pursuant to your instructions, each Card Account we open shall have one or more of the following features:

- travel and entertainment
- purchasing
- accounts payable payment
- fleet/automotive

We may also provide Convenience Checks on your request with respect to your Card Accounts. We can also establish a Card Account for which we assign only a Card Account number, but we do not issue a Card or Convenience Checks. If you so request, we will provide to the Cardholder, at the address you or the Cardholder specifies, a monthly billing statement reflecting the use of the relevant Card Account. We may deny authorization of any Transaction if we suspect fraudulent activity or Unauthorized Use or for any other reason. Notwithstanding anything to the contrary in the "Limitations of Liability" section of this Booklet, we will not be liable for any failure to authorize a Transaction.

YOUR OBLIGATIONS

You shall use each Card Account solely for your business purposes.

You shall pay for each Transaction, regardless of its purpose or whether you signed a sales draft or received a receipt, in addition to our fees and charges.

You represent and warrant to us that each Cardholder is a current employee or agent of your company. You will promptly furnish such financial and other information as we request for the purpose of reviewing your ability to perform your obligations to us. You represent and warrant to us that all such information about your employees, agents, or your company is accurate, sufficiently complete to give us accurate knowledge of your financial condition and in compliance with all applicable rules, regulations and laws.

You and each Cardholder will check to ensure that the information embossed on each new Card or printed on each Convenience Check is correct, and you will contact us immediately if there is an error.

CHARGE LIMITS

We will give you one total charge limit for all your Card Accounts. We will also assign an individual charge limit for each Card Account. We may increase or decrease the total charge limit or any individual limit at our discretion. You agree not to incur obligations which would cause the total charge limit for all your Card Accounts to be exceeded. If you do exceed this limit, or if any Cardholder's individual charge limit is exceeded, we may deem the entire balance owing to be immediately due and payable, and/or we may refuse any Transactions on all Card Accounts or the individual Card Account until a payment is made to reduce the balance below the total charge limit or the individual charge limit.

TRANSACTIONS IN OTHER CURRENCIES

MasterCard® or Visa® will convert to U.S. Dollars any charge made in a currency other than U.S. Dollars at a rate determined under MasterCard or Visa regulations, as applicable. The conversion rate may be different than the rate in effect on the date of the Transaction. We will post to the Card Account the converted U.S. Dollar amounts.

DISPUTES WITH MERCHANTS AND SUPPLIERS

We will have no liability for goods or services purchased with, or for a merchant's or supplier's failure to honor purchases made with, a Card Account, Convenience Check or Card. You agree to make a good faith effort to resolve any dispute with a merchant or a supplier arising from a Transaction. In a dispute with a merchant or supplier, we will be subrogated to your rights and each Cardholder's rights against the merchant or supplier and you will assign (and cause the Cardholder to assign) to us the right to assert a billing error against the merchant or supplier. You will, and will cause the Cardholder to, do whatever is necessary to enable us to exercise those rights. We may reverse from any Card Account any Transactions relating to the dispute.

A merchant or supplier may seek prior authorization from us before completing a Transaction. If you advise us in writing that you desire to restrict Transactions to merchants falling within certain categories we designate in our User Documentation, we will take reasonable steps to prevent authorization of Transactions from other types of merchants. We, however, will not be liable to you if merchants or suppliers nonetheless accept a Card, Convenience Check or Card Account for other types of Transactions, or if authorization for a Transaction is not given.

CONVENIENCE CHECKS

If we provide Convenience Checks with regard to a Card Account, they may not be used to make payment on the Card Account. We may pay a Convenience Check and post its amount to the Card Account regardless of any restriction on payment, including a Convenience Check that is post-dated, that states it is void after a certain date or that states a maximum or minimum amount for which it may be written. Once paid, Convenience Checks will not be returned to you or the Cardholder.

If you wish to stop payment on a Convenience Check, you must call us at the customer service number shown on your billing statement and provide such information as we request or is required under the relevant User Documentation. We will stop payment if we receive your request on or before the Business Day before the Business Day on which we would otherwise pay the Convenience Check. The date on which we would pay a Convenience Check may be prior to the date it would post to your Card Account. A stop payment order will remain in effect for up to six months.

CARDLESS ACCOUNTS; ACCOUNTS NOT IN NAME OF INDIVIDUAL

If you use our Corporate Card Services, we may, at your request, establish a Card Account for which no Card is issued or establish a Card Account with a designation which is not an actual individual, including, without limitation, designation of a vehicle identification number, license number, department name or "Authorized Representative" on the Card Account. Notwithstanding any other term in this Booklet, you agree to be solely responsible for the use of any such Card Account, including, without limitation, any Unauthorized Use, and you agree not to make any claim or request related to any Unauthorized Use of such a Card Account.

PAYMENT OF CARD ACCOUNTS; SECURITY INTEREST

We will provide to the Card Administrator, or other person you designate in writing to us, a monthly billing statement which will identify each Transaction posted during the billing cycle and the date of the Transaction. Unless otherwise determined by us, the official billing statement will be in paper, not electronic, form. The billing statement will also list any applicable fees and charges for the Services. If you have requested a Card Account for travel and entertainment Transactions, we will provide an additional copy of the monthly billing statement covering such use of the relevant Commercial Card to the appropriate Cardholder at the address which you or the Cardholder provides to us.

You will pay to us the total amount shown as due on each billing statement on or before the due date shown on the statement. If you do not make a payment in full by the specified due date, in addition to our other rights, we may assess a late fee and finance charge as set forth in our schedule of fees and charges. You have no right to defer any payment due on any Card Account.

Unless otherwise agreed by us, payments must be made using an ACH service. As specified by *you, we may* initiate ACH debits to any deposit account at any financial institution. All payments must include the complete Card Account number in order to be processed and for you to be credited with making payment. If you arrange for direct payment by Cardholders, such an arrangement will not change your responsibilities *under* this Booklet, including your obligation for payment.

You grant to us a security interest and contractual right of setoff in and to all deposits now or subsequently maintained with us or any of our affiliates or Subsidiaries. In connection with that grant, you authorize us to enter into a master control agreement with our affiliates authorizing, upon the occurrence and continuance of any default, the disposition of any such deposits to satisfy all liabilities incurred in connection with these Services, without your further consent. The grant of this security interest shall survive termination of these Services.

LOST OR STOLEN CARDS; UNAUTHORIZED USE

In the event of a possible loss or theft of a Card, Convenience Check or Card Account or possible Unauthorized Use, you will give us notice by telephone or telefax to the numbers set forth in the User Documentation. You agree to give us this notice as soon as practicable but in any event within 24 hours after discovery of the known or suspected loss or theft or Unauthorized Use. If notice as provided in this paragraph is given within the first 24 hours and you assist us in investigating facts and circumstances relating to the loss, theft or possible Unauthorized Use, including without limitation obtaining an affidavit or similar written, signed statement from the Cardholder, then you will not be liable for Transactions resulting from Unauthorized Use. If we have issued fewer than ten Card Accounts to you, your liability for Transactions by a person who does not have actual, implied or apparent authority to use the Card or Convenience Check and whose use does not result in a direct or indirect benefit to you will not exceed $50 on each Card.

LICENSE TO USE YOUR MARKS

Upon your request, we may place your trademark, tradename, service mark and/or designs ("Company's Marks") on the Cards and collateral materials. You will provide the graphics to us in sufficient time to allow for review and approval by us and, if necessary, the respective card association. You grant to us a non-exclusive license to use, during the term of the Services, Company's Marks on the Cards and on other materials related to the Card Accounts. Your indemnity under the "Protection from Third Parties" section of this Booklet covers any claim that the use of any Company Marks infringes the intellectual property right of any third party.

EXTENSION OF CORPORATE CARD SERVICES TO AFFILIATES

Upon your request and submission of a Participant Account form, we may approve one or more affiliates of which you are majority owner for participation in the Corporate Card Services. Each participating affiliate will have the same rights and obligations as you except that no separate charge limit will be assigned. Your charge limit will apply to Transactions on all Card Accounts, including those of your participating affiliates.

You may terminate an affiliate's participation by giving us written notice and a reasonable time to act on such notice. If an approved participant is, or will no longer

be, majority-owned by you, you agree to notify us immediately, and we may immediately terminate the Card Accounts of such participant.

SUPPLEMENTAL GOVERNING LAW AND RESOLUTION OF DISPUTES PROVISIONS

Notwithstanding anything to the contrary in the Governing Law provision in the General Provisions section of this Booklet, the Commercial and Corporate Card Services are governed by the laws respecting national banking associations and, to the extent not covered by those laws, by the laws of the State of Delaware, without reference to that state's principles of conflicts of law, regardless of where you reside or where a Cardholder uses a Card Account.

Notwithstanding anything to the contrary in the Resolution of Disputes provision in the General Provisions section of this Booklet, you agree to submit to the personal jurisdiction of any state or federal court in Delaware and to binding arbitration in Delaware with respect to disputes regarding the Commercial and Corporate Card Services.

ADDITIONAL TERMINATION PROVISIONS

We may immediately terminate these Services if there occurs (i) a termination event set forth in the "Termination" section of this Booklet with respect to you, a participating affiliate or a guarantor of obligations under any Card Account, (ii) a change in your ownership, if you are a privately-held entity, in excess of 50% or (iii) any of the following with respect to you, a participating affiliate or a guarantor of obligations under any Card Account:

- the failure to pay or perform any obligation, liability or indebtedness to us or any of our affiliates or subsidiaries, whether under this Booklet or any other agreement, as and when due (whether upon demand, at maturity or by acceleration);
- the failure to pay or perform any other obligation, liability or indebtedness to any other party;
- death (if an individual) or resignation or withdrawal of any partner or material owner (of a privately-held entity);
- merger or consolidation with or into another entity;
- the determination by us that any representation or warranty made to any of our affiliates or subsidiaries in any agreement is or was, when it was made, untrue or materially misleading;
- the failure to timely deliver such financial statements, including tax returns, other statements of condition or other information, as we shall request from time to time;
- the entry of a judgment which we deem to be of a material nature;

- the seizure or forfeiture of, or the issuance of any writ of possession, garnishment or attachment, or any turnover order for any property;
- the determination by us that we are insecure for any reason;
- the determination by us that any such person fails to meet credit criteria initially used by us to approve the Card Services; or
- the failure to comply with any law or regulation controlling its operation.

Upon any termination of the Card Services, (i) the entire balance outstanding on all Card Accounts shall, at our option, become immediately due and payable and (ii) you will immediately destroy, and will instruct all Cardholders to immediately destroy, all Cards and Convenience Checks. Your responsibility to pay for all Transactions regarding each Card Account will continue until a reasonable period of time after you notify us to close the Card Account or until you pay for all Transactions entered into before we close the Card Account to future use, whichever occurs later. After termination, you and all Cardholders will make no new Transactions on any Card Account. If, however, such Transactions are made, you will be liable for each of them.

COMMERCIAL DEPOSITS

With our Commercial Deposits Services, you may make deposits of coin and currency, checks and other payment instruments at one of our designated banking centers (which may include an automated business center), depository facilities (which may include a night depository facility), processing centers or cash vaults. If these deposits are delivered by you or your agent before the cutoff time specified in the applicable User Documentation, we will give you same-day provisional credit for such deposits, subject to later verification by us and our availability schedule. Banking center deposits that are immediately verified are covered under your Account Agreement.

YOUR RESPONSIBILITIES

You agree to prepare all deposits accurately and in good faith and to follow the procedures for preparation, packaging and delivery of deposits as provided in the applicable User Documentation.

For deposits made to an automated business center, you will automatically be provided a receipt. In all other cases, in order to receive a receipt of deposit, you must provide a duplicate deposit slip in addition to the number of original deposit slips required by us to process the deposit. We will stamp this duplicate deposit slip and return it to you. In all cases, deposits are subject to later verification by us.

If you use an armored carrier to transport your deposits, you must contract separately with an armored carrier service that is acceptable to us. For deposits made to one of our cash vaults, we may require that you use an armored carrier. Armored carriers are your agents.

OUR RESPONSIBILITIES

We receive your deposit and issue provisional credit to your account for the amount you declare on the deposit slip. The declared amount is subject to later verification by us.

If we find an error when we verify your deposit, we will debit or credit the amount of the error to the deposit account listed on the deposit slip, unless you and we have agreed otherwise in writing; provided, however, we reserve the right to set a standard adjustment amount (which we may change from time to time), in which case we will not make a correction to a deposit when the error is less than our current adjustment amount.

We give you same-day provisional credit for deposits delivered before the cutoff time on a Business Day. For deposits delivered after the cutoff time or on a non-Business Day, we give you provisional credit on the next Business Day.

COMMERCIAL PREPAID CARD

Our Commercial Prepaid Card Services enable you to distribute Commercial Prepaid Cards to your employees and others that permit them access to a predetermined amount of funds. Commercial Prepaid Cards may be used to withdraw cash at any ATM displaying any of the logos displayed on the Commercial Prepaid Card and to make purchases at any merchant displaying the Visa logo. Detailed information regarding such services is available in the applicable User Documentation.

OUR OBLIGATIONS

We will issue Commercial Prepaid Cards to you on your request after you have provided us such information regarding the Commercial Prepaid Card as we may require at that time. Before we issue each Commercial Prepaid Card, we will debit funds from a deposit account you maintain with us for the value amount of the Commercial Prepaid Card issued.

We will mail the Commercial Prepaid Cards to the address or addresses you provide us, together with a copy of the agreement between us and the Cardholder, our privacy policy for consumers (if applicable) and instructions for activating the Commercial Prepaid Card.

We will deduct the amount of each Transaction, which may include fees added by the ATM owner or the applicable network, from the value amount with respect to the Commercial Prepaid Card. We will also deduct applicable Cardholder fees.

You may request us to add value to previously issued Commercial Prepaid Cards by providing such information as we may require at that time. Upon receipt of your request and the required information, we will debit your deposit account with us for the amount to be added to the existing Commercial Prepaid Cards.

If there are insufficient Collected and Available Funds in your account, we have no obligation to issue or activate any Commercial Prepaid Card or to add value to any existing Commercial Prepaid Card.

COMMERCIAL PREPAID CARD CREATION

All Commercial Prepaid Cards shall identify us as the issuer and shall include such other names and trademarks as we require. If you elect to customize the Commercial Prepaid Cards, you will be responsible for any additional costs in the design or production of the Commercial Prepaid Cards. You will provide graphics, promotional material and wording to us for review and approval and you must comply with all the rules of Visa USA, Inc. and other systems or organizations, as applicable. You will allow us to use your artwork on the Commercial Prepaid Cards, provided that you shall have first reviewed and approved such use. You will indemnify and hold us harmless from any and all liabilities, claims, costs, expenses and damages of any nature (including Legal Expenses) arising from any claim that the artwork you supplied infringes the intellectual property rights of any third party.

COMMERCIAL PREPAID CARD ACTIVATION

Each Cardholder will be instructed to call a toll-free (in the U.S.A.) number and use an interactive voice response system to authenticate the Cardholder by using a number unique to the Cardholder in order to activate the Commercial Prepaid Card. During this call, the Cardholder will receive their PIN, if applicable. The Cardholder can change the PIN at that time to any four digit number. Once the call is successfully completed, the Commercial Prepaid Card will be activated. You will be responsible for informing each Cardholder of any other restrictions you may impose on the use of the Commercial Prepaid Card, and we will not have any responsibility for enforcing those restrictions.

COMMERCIAL PREPAID CARD USAGE

We may refuse to issue or add value to any Commercial Prepaid Card if we believe the Commercial Prepaid Card will or may be used in violation, or may cause us to be in violation, of any law or regulation, or any rule of any payment system.

We will use reasonable efforts to prevent any overdraft with respect to a Commercial Prepaid Card or any unauthorized use of a Commercial Prepaid Card, but cannot ensure we will be able to do so. You will reimburse us for the amount of any overdraft or for the amount of any loss resulting from such unauthorized use.

The value amount on any Commercial Prepaid Card does not constitute a deposit account, is not insured by the Federal Deposit Insurance Corporation or any other government agency, and does not accrue interest for your benefit or the benefit of the Cardholder.

CONTROLLED BALANCE ACCOUNTS

Our Controlled Balance Accounts Services let you control the transfer of funds between accounts with us. These Services may be restricted to certain account types.

Transfers you make from a U.S.-domiciled money market account using these Services are considered preauthorized transfers, are counted toward the number of transactions you are legally permitted each month, and may not be made to a checking account with an overdraft credit facility.

You may instruct us to make either date-related (where available) or balance-related (where available) transfers as described below. Once you instruct us to transfer funds between accounts, transfers begin on a mutually agreeable date or, for accounts domiciled in the United States of America, either immediately or on the date you specify.

With a date-related transfer, funds can be transferred in either direction between certain types of accounts on the date and in the amount you specify. Both interstate and intrastate funds transfers are permitted as long as you meet the requirements for the account type(s), transfer date and account location(s). If the transfer date you specify is a non-Business Day, we make the transfer on the next Business Day.

With a balance-related transfer, you may have funds transferred to an account when the balance falls below a certain amount, or from an account, when the balance rises above a certain amount, or both. We transfer the amount required to meet the account balance you specify.

You may elect to have funds transferred to or from accounts of another company/ organization using a Service. You agree that for each such account, the company/ organization will provide us with its written authorization, in a form acceptable to us, for such transfers. However, you do not need to provide us such written authorization if (i) the other company's accounts are domiciled in the United States of America and (ii) you represent and warrant that such other company is a U.S. Subsidiary and that it has authorized us to transfer funds between its accounts and your accounts.

CONTROLLED DISBURSEMENT

Our Controlled Disbursement Services provide information to you each Business Day so that you can fund the total amount of i) controlled disbursement checks presented that Business Day and (ii) where the option is available, controlled disbursement ACH debits and any other electronic debits to which we agree and which are posted that Business Day.

ACCOUNTS

We make the Controlled Disbursement Services available through multiple Controlled Disbursement Points in different parts of the United States of America. These Points are identified on the List of Banks and Services. Subject to our approval in each case, you may use such Service through one or more of those Points. For each Controlled Disbursement Point you use, you maintain one or more Deposit Accounts with us.

For certain Controlled Disbursement Points, as more fully described in the applicable User Documentation, you may (i) draw checks bearing those respective Points' routing numbers directly on a Deposit Account and (ii) where the option is available, initiate or authorize third parties to initiate ACH debits and, subject to special agreement, other electronic debits to the Deposit Account. (For electronic debits to a Deposit Account, you must use the appropriate funds transfer Service approved by us.)

For a certain other Controlled Disbursement Point, we authorize you to draw checks on accounts we maintain at such Point, then we debit your Deposit Account(s) in the amount(s) of the checks which are paid. With these Services, you have no account or contractual relationship with such Controlled Disbursement Point. You will not access our accounts maintained at such Point in any other manner, including but not limited to automatic debit arrangements cleared through an automated clearing house network or through wire transfers.

On each Business Day, we will inform you by the time specified in the applicable User Documentation of the total amount of debits presented for payment that day at or through a Controlled Disbursement Point and any other amounts required to be deposited in the corresponding Deposit Account(s) to cover such debits. On each such Business Day, prior to the time stated in the applicable User Documentation, you must ensure that sufficient Collected and Available Funds are on deposit in the Deposit Account(s) to cover such amounts. If we attempt to post a debit to a Deposit Account for the amount due and determine there are insufficient funds in the Deposit Account, we may dishonor or instruct the pertinent Controlled Disbursement Point to dishonor some or all of the checks then pending payment and/or, as appropriate, return or reject any electronic debit pending settlement. We may, however, in our sole discretion, allow an overdraft so some or all of such checks or electronic debits will be paid or settled. If we do so, we are not obligated to allow any such overdraft in the future.

If, for any reason, we fail to provide you timely notice of the required funding amount for a Deposit Account, and if you fund such Deposit Account according to the procedures (including funding amount and time) described in the applicable User Documentation, we will post to the Deposit Account, or instruct the Controlled Disbursement Point to post to your account, all checks presented for payment, and electronic debits received for settlement, that day. If the required funding amount nonetheless exceeds the amount funded by you and you have insufficient funds in the Deposit Account to cover the required amount, we will overdraw the Deposit Account and advance funds to cover the excess.

If we advance our own funds, repayment is immediately due and payable, and you will repay us on or before the next Business Day along with interest on such funds as specified in our schedule of charges for business account services or as otherwise agreed. If you do not, we may dishonor, or instruct the Controlled Disbursement Point to dishonor, some or all of the checks then pending final payment and/or, as appropriate, return or reject any electronic debit pending settlement even if the Deposit Account has sufficient Collected and Available Funds to cover such debits.

We may require you to maintain a specified minimum amount in any Deposit Account for which we permit you to use automated clearing house transfers to fund that Account.

If you use facsimile signatures on checks drawn on an account at a Controlled Disbursement Point, your use of such signatures is subject to the Facsimile Signatures section of this Booklet.

STOP PAYMENTS

You may request stop payments on checks drawn under a Controlled Disbursement Service by following the procedures specified in the applicable User Documentation or applicable Account Agreement. Also, you may use an Online Stop Payment Service, which is subject to the Online Stop Payment section of this Booklet. If you use telephone, mail or facsimile transmission to request a stop payment, you agree that your stop payment request is subject to the terms described in the Account Agreement for requesting stops by telephone or mail.

If some, but not all, of the information in your stop payment request matches a check which has been presented for payment (for example, the Magnetic Ink Character Recognition (MICR) serial numbers match and the dollar amounts do not match), we may contact you to request a decision on whether or not to pay the check. If any such suspect check is not to be paid, you must promptly instruct us not to pay, or to direct a Controlled Disbursement Point not to pay, the suspect check. If you do not, the suspect check may be paid.

DISBURSEMENT IMAGE

Our Disbursement Image Services will make available to you digital images of checks and drafts paid against specified accounts. Such images may be made available to you by online transmission or by CD-ROMs containing images you may access using image CD-ROM Software.

Check and draft images will be made available to you at such times as you request and we agree. If an image of a check or draft is missing or is illegible, we will provide you a microfilm copy upon your request. Your request must include the account number, the check serial number, the exact amount (dollars and cents) of the payment and the date the payment was made. We may assess a fee for copies provided to you. We will not be liable for failure to provide copies by a given time or for failure to provide copies we are not reasonably able to provide.

Notwithstanding the Limitation of Liabilities section of this Booklet, we will not be liable for damages arising under any Disbursement Image Service in excess of the amount of the check, draft or miscellaneous debit giving rise to your damage claim. Any such claim must include the account number, the check serial number, the exact amount (dollars and cents) of the payment, the date the payment was made, the name of the payee, a detailed explanation of how the claimed loss occurred and the name, address and phone number of the payee to whom you cannot prove payment was made.

Notwithstanding the Termination section of this Booklet, in the case of a Disbursement Image Service using CD-ROMs, termination of such Service upon 30 days notice may not be effective earlier than the first day of the statement period immediately following the statement period during which such notice is given.

ELECTRONIC BILL PAYMENT CONSOLIDATION

Our Electronic Bill Payment Consolidation Service consolidates, reformats and delivers remittance information and other data related to payments received from Bill Payment Service Providers for credit to your account. Detailed information regarding the Service is available in the applicable User Documentation.

You agree that you will authorize Bill Payment Service Providers to deliver payments, remittance information and other related data to us for us to provide this Service to *you.*

You may also elect to have information of another company/organization reported through this Service. If you do so, you agree that you and the other company/ organization will authorize the Bill Payment Service Providers to deliver payments, remittance information and other related data to us for us to provide this Service to you.

Remittance information and other data related to payments will be delivered to you in a mutually acceptable form and manner.

If you are unable to post any payments to your customers' accounts, you must promptly return such payments to us. You shall pay us immediately for the amount of any returned payments which we previously credited to your account.

ELECTRONIC DATA INTERCHANGE (EDI)

Our EDI Services allow you to disburse funds and/or deliver payment-related information to your receivers, electronically or by paper, by sending payment requests or payment-related information to us as described in the applicable User Documentation. These Services also allow you to access payments-related and remittance-related information in mutually acceptable formats received from your receivers or customers and, where available, to match specified receivables and payables against payments.

For the web-based remittance advice delivery service, you are responsible for enrollment of your receivers on the service. During enrollment you will review and verify the accuracy of all enrollment information provided by your receivers on the specified website. Upon completion of enrollment, you authorize us to deliver the confidential passwords and identifiers to your enrolled receiver to access the specified website. Your receiver must keep such passwords and identifiers confidential. We will be fully protected in relying on the correct user identification codes and passwords.

SENDING PAYMENTS AND RELATED INFORMATION

When you wish to pay your receivers, you transmit a data file to us, containing instructions for your payments, in the format and by the cutoff times specified in the applicable User Documentation. When we receive a file from you under an EDI Service, we perform certain edits on the data, translate it into the appropriate format and/or medium and send the data to the payment system specified by you, except that we may use any means of transmission, funds transfer system, clearing house or intermediary bank we reasonably select. On the specified dates, we issue your payments in the required formats.

You control the content of any payment-related information you send to us and are solely responsible for the accuracy of such information. You are solely responsible for storage of all data relating to such information so that it can be made available to individual receivers upon request.

For the web-based remittance advice delivery service, we act as an intermediary to make data and information available to or from you or your enrolled trading partners reasonably promptly after receipt of such information. We make the information available to your enrolled receivers on the specified website within one Business Day of receipt. The information will be available on the specified website for the time periods specified in the applicable User Documentation. We will not alter the content of any information that we receive from you or the trading partner. We are not responsible for the accuracy of any of the information that we receive.

Payment requests originated via the EDI Services will be subject to the terms and conditions for the underlying payment Services (Check Issuance, ACH and/or Wire Transfer and International Electronic Funds Transfer) as described in their respective sections of this Booklet.

RECEIVING REMITTANCE INFORMATION

Remittance information can be delivered to you in a mutually acceptable form and manner and will be covered under the Information Reporting section of this Booklet.

ELECTRONIC FOREIGN EXCHANGE

Our Electronic Foreign Exchange Service allows you to initiate FX Requests over the internet or by telephone. By accessing our website, you can request that we provide an FX Transaction quotation, and by accepting our quotation you can electronically enter into FX Transactions, all in accordance with the instructions provided in the applicable User Documentation.

AUTHORIZED PERSONS

Before using an Electronic Foreign Exchange Service, you give us, by completing the applicable Application, a written list of the persons authorized by you, including the Security Administrators, to perform certain duties in connection with the Electronic Foreign Exchange Service.

SECURITY PROCEDURE

You agree to use the Security Procedure, if any, when you send us FX Requests. The purpose of the Security Procedure is to verify the authenticity of FX Requests delivered to us in your name and not to detect errors in the transmission or content of the FX Requests. Each time you use an Electronic Foreign Exchange Service, you represent and warrant that, in view of your requirements, the Security Procedure is a satisfactory method of verifying the authenticity of FX Requests.

You agree that we may act on FX Requests, even if they are unauthorized, if we act in good faith and comply with the applicable Security Procedure and any written agreement with you restricting our action on FX Requests. In such cases, we may enforce or retain your payment to us for such FX Requests; provided, however, we may not enforce or retain payment if you prove that the unauthorized FX Requests were not caused by a person (i) entrusted at any time to act for you with respect to FX Requests or the applicable Security Procedure, (ii) who obtained access to your premises, computer equipment or transmitting facilities or (iii) who obtained, from a source controlled by you, information (such as keys and passwords) which facilitated breach of the applicable Security Procedure.

EFFECTIVENESS OF FX TRANSACTIONS

You deliver FX Requests to us through the Service and we send you a quotation that you can accept electronically. You must follow all system instructions, procedures and warnings delivered to you on the website provided for the Service. Once we receive your acceptance of our quote, we send you our deal acknowledgment in accordance with the applicable User Documentation, and the FX Transaction will be binding and effective. The FX Transaction is not completed until we send this acknowledgment. You are responsible for contacting us outside the Service if you have not received our electronic acknowledgment within the time specified in the applicable User Documentation (or in the absence of such specification within a reasonable time). We will book FX Transactions at our New York office. Notwithstanding anything to the contrary in this Booklet, we reserve the right to withdraw the Service or terminate your access to the Service at any time without notice.

ACCOUNT DEBITS

You must have Collected and Available Funds in your account which, when added to funds which may be made available under a line of credit, are sufficient to cover your FX Requests. You may initiate an FX Request only if the offsetting debit to your account, including the available line of credit, will not cause you to exceed the account balance according to your records. If your records and ours disagree regarding the account balance, our records will control for purposes of our processing the FX Request.

Unless you have available funds under a line of credit with us, you are obligated to pay us the amount of any FX Request once we receive your FX Request. We will debit the account you specify for the amount of your payment before we process your FX Request. If, for any Business Day, we receive more than one FX Request and/or other items payable from your account, we may debit your account for such FX Requests and items in any sequence we determine in our sole discretion.

If you have available funds under a line of credit with us, we will debit your specified account for the amount of your payment on the settlement date of the FX Transaction. Prior to the settlement date, you can request a change to the specified settlement account for the FX Transaction by using the website for the Service. We will not be obligated to implement such a change, and the change will not be effective until we have had a reasonable opportunity to review and act upon your request.

REJECTION OF FX REQUESTS

We may reject any FX Request which does not comply with the requirements of this Booklet or the applicable User Documentation, including any processing limits described in such User Documentation, or which we have been unable to verify through use of the Security Procedure. We also may reject any FX Request which exceeds the Collected and Available Funds (including funds made available under a line of credit) on deposit with us in the applicable account. Notice of rejection is given to you by telephone, by electronic means, by facsimile or, in event such notice cannot be given by any of those means, by mail. Notices of rejection will be effective when given.

CONFIRMATIONS AND SETTLEMENTS

You agree that FX Transactions effected through the Service are automatically confirmed and do not require any further confirmation. Foreign exchange transactions effected by a method other than the Service may also be confirmed on the website for the Service in accordance with the User Documentation. Your electronic confirmation of each such foreign exchange transaction shall have the same effect as if you had received a written confirmation from us and had reviewed, manually signed and returned the signed confirmation to us.

INTERRUPTION OF COMMUNICATIONS

In the event of a service interruption involving the Service, you may effect FX Transactions, confirm FX Transactions, and specify settlement instructions by contacting one of our trading rooms or operations centers by telephone as designated in the applicable User Documentation.

INFORMATION REPORTING

Our Information Reporting Services make certain account, transaction and related information available to help you control and manage your accounts and in connection with any questions raised by you via such Services. This may include information generated from other Services you use. You may have information reported directly to you or, with certain of our Information Reporting Services, reported at your direction to another financial institution or other entity. Detailed information regarding an Information Reporting Service is available in the applicable User Documentation.

ACCOUNTS OF OTHER COMPANIES/ORGANIZATIONS

You may elect to have accounts of another company/organization reported to you with any of our Information Reporting Services. You agree that, for each such account, the company/organization will provide us with its written authorization, in a form acceptable to us, for us to make that company's account information available to you. However, you do not need to provide us such written authorization if the other company is a U.S. Subsidiary and its accounts are domiciled in the United States of America. In that case, you represent and warrant that such other company is a U.S. Subsidiary and that it has authorized us to make its account information available to you.

ACCOUNTS AT OTHER BANKS

You may also elect to have your accounts, or accounts of another company/organization, maintained at another financial institution reported through certain of our Information Reporting Services. If you do so, you agree that you and the other company/organization will authorize the other financial institution to make the reporting information available to us and to take all other actions necessary for us to provide Information Reporting Services to you.

THIRD-PARTY INFORMATION

If you gain, through your use of one or more Services, access to any information relating to any person other than us, you or any of your Subsidiaries which have authorized your receipt of such information, you agree that you will treat such third-party information as strictly confidential and you shall not disclose it to any person outside your company or to any persons within your company except those who have a need to know. Further, you shall ensure that adequate measures have been taken to prevent the unauthorized use of any such third-party information. You agree that you will not use any such third-party information for your own purposes other than in a communication to us relating to the Service.

LOCKBOX

Our Lockbox Services involve the processing of checks and other payment instruments, such as drafts, that are received at a Lockbox Address or by special arrangement with us, excluding without limitation the processing of cash, stock certificates and tangible valuables. With a Lockbox Service, you instruct your customers to mail checks and other payment instruments you want to have processed under a Service to the Lockbox Address. We are not liable to you for losses you suffer if anything other than checks or other payment instruments are sent to the Lockbox Address. We and/or our agents will have unrestricted and exclusive access to the mail sent to the Lockbox Address.

If we receive any mail containing your lockbox number at our lockbox operations location (instead of the Lockbox Address), we may handle the mail as if it had been received at the Lockbox Address.

PROCESSING

We will handle checks received at the Lockbox Address according to the applicable Account Agreement, applicable User Documentation and our availability schedule, as if the checks were delivered by you to us for deposit to your designated account, except as modified by this Booklet.

We will open the envelopes picked up from the Lockbox Address and remove the contents. Checks and other documents contained in the envelopes will be inspected and handled in the manner specified in the set-up documents for the applicable Lockbox Address. We capture and report information related to the lockbox processing, where available, if you have specified this option in the set-up documents. As appropriate, we will endorse all checks we process on your behalf and deposit them in the account you designate for the applicable Service.

If we process an unsigned check as instructed in the set-up documents, and the check is paid, but the account owner does not authorize payment, you agree to indemnify us, the drawee bank (which may include us) and any intervening collecting bank for any liability or expense incurred by us or such other bank due to the payment and collection of the check.

If this option is available and if you instruct us not to process a check bearing a handwritten or typed notation "Payment in Full" or words of similar import on the face of the check, you understand that we have adopted procedures designed to detect checks bearing such notations; however, we will not be liable to you for losses you suffer if we fail to detect checks bearing such notations.

Unless we agree otherwise, each Business Day we will prepare and send remittance materials (images via internet, electronic file and/or paper packages) relating to the Lockbox Address to you at the address you specify for that Lockbox Address. The material will include, but is not limited to, any checks not processed in accordance with the set-up documents plus information regarding the deposit for the day. For the wholesale Lockbox Service, the package will also include invoices and other materials received at the Lockbox Address.

ACCEPTABLE PAYEES

For the Lockbox Address, you will provide to us the names of Acceptable Payees. We will process a check only if it is made payable to an Acceptable Payee and if the check is otherwise processable. In some jurisdictions outside the United States, an Acceptable Payee is limited to you and limited variations of your name. In all other jurisdictions, including the United States, you warrant that each Acceptable Payee is either you or your affiliate. If an Acceptable Payee is your affiliate, then you also warrant that such Acceptable Payee has authorized checks payable to it to be credited to the account you designate for a Lockbox Service. We may require written authorization from any such Acceptable Payee. We may treat as an Acceptable Payee any variation of any Acceptable Payee's name that we deem to be reasonable.

ONLINE STOP PAYMENT

Our Online Stop Payment Services allow you to electronically place or cancel a Stop Payment Request. This is in addition to your ability to make stop payment requests in person, by telephone or in writing as described in your Account Agreement.

A Stop Payment Request will not be effective until we review our records for the time period specified in the applicable User Documentation, determine that the check has not been paid during that period and respond to you with an online status of your request of "accepted" (rather than "rejected" or "pending").

A Stop Payment Request terminates at the end of the period designated in the applicable User Documentation, unless the Stop Payment Request is renewed or canceled earlier. A Stop Payment Request is canceled automatically when the account on which the check is drawn is closed or transferred.

REQUESTING STOP PAYMENTS

You will include in each Stop Payment Request the Magnetic Ink Character Recognition (MICR) serial number and exact amount (dollars and cents) of the check for which payment is being stopped and the account number on which the check is drawn. You understand and agree that we can only stop a check that shows exactly the same MICR serial number and amount as that included in the related Stop Payment Request since our computer system identifies a check on the basis of the MICR serial number and the exact amount of the check.

You will review your account statements prior to transmitting any Stop Payment Request. You will not transmit any Stop Payment Request relating to a check that has been shown to be paid on such statements.

In some cases, we may pay a check even if a Stop Payment Request is in effect. For example, if one of our branches (or banking centers) or affiliates becomes a "holder in due course" of the check that you asked us to stop, we may still pay the check.

The procedures for placing and acknowledging Stop Payment Requests are described in the applicable User Documentation.

If you use any Online Stop Payment Services with respect to an account connected to a Controlled Disbursement Service, you must follow the procedures in this section rather than the Stop Payment procedures in the Controlled Disbursement Services section.

POSITIVE PAY

Our Positive Pay Services allow you to identify exception items, to request photocopies and/or electronic images of exception items and to instruct us whether to pay or return those items. In many locations, if you send us an issue file, your information may be made available at the teller line. This is called "Teller Positive Pay", which helps identify fraudulent checks that are presented for payment at many of our banking centers. With Teller Positive Pay, the decision whether to pay such an item may be made by us at the teller line.

On each Business Day, we provide you a report of checks presented to us for payment on the prior Business Day and which we have identified as exceptions based on information you have provided to us and as more fully described in the applicable User Documentation. Exceptions are determined by comparing checks presented to us (either by other depository institutions or, where applicable, for cashing at one of our banking centers) with lists of checks issued or canceled by you which you transmit electronically to us each Business Day by the time specified in the applicable User Documentation. Alternatively, where available, you may choose an option under which we report all checks presented for payment, in which case we will treat all such checks as exception items.

On the same day we report exception items to you, you must notify us, by the deadline specified in the applicable User Documentation, which checks you want us to pay or which to dishonor and return. If you fail to notify us by the deadline, we will handle the exception items in accordance with the prescribed default procedure (which you may choose where the choice is available). Where required, you will indicate which checks you want us to return, having been deemed by you to be fraudulent. Our deadlines, default procedures and procedures for acknowledging pay and return requests are described in the applicable User Documentation. In order to assist you in making your decision whether we should pay or return exception items, you may request a copy of any exception item.

AUTHORIZED PERSONS
Before using a Positive Pay Service, you give us a written list, in a form acceptable to us, of the persons authorized by you to perform certain duties in connection with such Service.

ONLINE OPTION
You may access the daily reports of exception items via one of our online systems. Using that system, you must then notify us which exception items to pay or which to return.

You may request photocopies of exception items, which we will fax to you, as more fully described in the applicable User Documentation. Where available, you may arrange to receive and display electronic images of exception items.

MANUAL OPTION
We provide you a report of exception items. You must then notify us which items to pay or which to return.

ACKNOWLEDGMENTS
You authorize us to return checks or to pay checks in accordance with your instructions and the default procedure in the applicable User Documentation. We will have no liability for payment of a check which is unauthorized or fraudulent if (i) the check is included in a report of exception items, (ii) you have not selected a return default for exception items and (iii) you do not give us timely instructions to return the check.

You acknowledge that our Positive Pay Services do not preclude our standard check processing procedures, which may cause a check to be dishonored even if your instructions or the default procedure do not otherwise require us to return such check.

You acknowledge that, if you have our Teller Positive Pay Service, the decision whether to pay or not pay an item may be made by us at a banking center.

If you decline to use a Teller Positive Pay Service offered by us or fail to meet your applicable issue file deadlines in the User Documentation, you also acknowledge that, as between you and us, you will bear the full loss on checks which are drawn on your accounts with us and paid by us in good faith if the checks are counterfeits or bear unauthorized alterations to the amounts or unauthorized maker signatures, even if such checks would otherwise be exception items.

You acknowledge that our Positive Pay Services are intended to be used to identify and return checks which you suspect in good faith are fraudulent. They are not intended to be used as a substitute for stop payment orders on checks which are not suspected in good faith to be fraudulent. If we suspect or deem, in our sole discretion, that you are using these Services contrary to those intentions, we may require you to provide evidence that checks we return pursuant to your instructions or the return default, if applicable, were in fact fraudulent. In addition, we may hold you liable for losses we sustain on checks which we are requested to return under these Services and which you do not reasonably establish as fraudulent checks.

We will use reasonable efforts under the circumstances to respond promptly to proper requests for copies of exception items if image items are unavailable, but you acknowledge that our failure to provide copies does not extend the deadlines by which you must notify us of your pay/no-pay decisions.

RECLEAR

Our Reclear Service resubmits a check or other payment instrument to the financial institution on which it was drawn if the check or payment instrument has been returned to us unpaid with the notation "refer to maker", "nonsufficient funds" or "uncollected funds". Generally, we will not notify you that such an item has been returned to us unpaid before we reclear it. If a recleared item is returned to us a second time, we will charge your account for the total amount of the check or payment instrument. We generally total your returned items each day, debit your account for the total amount and then send the returned checks and payment instructions to you. The items we send to you serve as your notice of the nonpayments.

RE-PRESENTMENT CHECK (RCK)

Our RCK Services allow you to collect eligible RCK checks that have been returned for insufficient or uncollected funds, using the ACH Services within the United States of America, as described in the applicable User Documentation. The creation of the RCK Entries on your behalf by us using the ACH Services will be subject to the terms and conditions of the ACH Service section of this Booklet, including but not limited to the Security Procedures requirements described in that section. The capitalized ACH terms appearing in italics below are defined in the NACHA Rules.

YOUR RESPONSIBILITIES

You authorize us to create RCK Entries on your behalf as provided in the User Documentation and the NACHA Rules. You are deemed to be the Originator under the NACHA Rules, and on each day you use a Service, you represent and warrant that (i) you have obtained all necessary authorizations from the Receiver prior to the initiation of any corresponding ACH Entry for a RCK and (ii) you accept as Originator all liability corresponding to the representations and warranties we as *ODFI* make under the NACHA Rules regarding RCK.

You shall pay us for the amount of any returned debit Entries (including rejected debit Entries) or any adjustment Entries accepted by us and which we have previously credited to your account. Such amounts shall be immediately due and payable by you to us. Returned debit Entries appear on your reports to the extent agreed by you and us, and you agree that we do not need to send a separate notice of debit Entries which are returned unpaid.

COMPLIANCE WITH NACHA RCK RULES AND LAWS

You agree to comply with the NACHA Rules for all Entries whether or not an Entry is sent through the ACH network. You act as an *Originator* and we act as an *ODFI* with respect to Entries. The NACHA Rules govern if they conflict with this Booklet, except that the file specification requirements in the User Documentation govern if they conflict with the NACHA Rules.

Each time you use an RCK Service (i) you warrant that you have obtained the appropriate authorization from each *Receiver* and the Entries conform to the authorization and comply with the NACHA Rules and (ii) you make the same warranties to us as we make under Section 2.2 or any successor section of the NACHA Rules.

TAX PAYMENTS

Our Tax Payment Services allow you to instruct us, using a touchtone telephone or our Software on your computer, to pay any of your taxes which are reported or filed using the tax forms as more fully described and specified in the applicable User Documentation. Based on your Tax Payment Instructions, we prepare and remit your tax deposits. Each of these Services is described in the applicable User Documentation.

SECURITY PROCEDURE

You agree to use the Security Procedure, if any, when you deliver Tax Payment Instructions and, as provided in the applicable User Documentation, cancellation requests to us. The purpose of the Security Procedure is to verify the authenticity of Tax Payment Instructions or cancellation requests and not to detect errors in the transmission or content of these messages. You represent and warrant each time you use a Tax Payment Service that, in view of your requirements, the Security Procedure is a satisfactory method of verifying the authenticity of these messages. You agree we may act on any Tax Payment Instructions or, as provided in the applicable User Documentation, cancellation requests, the authenticity of which we have verified through the use of the Security Procedure.

CUTOFF TIMES

You must comply with the deadlines specified in the applicable User Documentation for initiation of Tax Payment Instructions. If a Service allows you to send instructions to us after the cutoff time, or on a non-Business Day, we may treat these instructions as if we received them *on* the next Business Day.

COMMUNICATION EXPENSE AND RISK

Transmission of Tax Payment Instructions to us will be at your expense, except that we may provide a toll-free number telephone service. If that service is disrupted for any reason, you have the responsibility and risk of using alternative means of communicating Tax Payment Instructions to us accurately and in time for us to perform any Tax Payment Service.

REQUIRED INFORMATION
You will furnish us with all required information and authorizations at the times, in the manner and with the content specified in the applicable User Documentation.

TAX FORMS AND REMITTANCES
After we have received complete Tax Payment Instructions from you, we prepare the related tax forms (which may be on a magnetic tape or by electronic transmission as authorized by the Internal Revenue Service or other tax authority, as applicable) for submission to the appropriate tax authority.

If permitted by the input method, you may specify a settlement date in accordance with the User Documentation. If you use a touchtone phone as your input method, you may request a specified settlement date by calling the designated customer representative for the applicable Tax Payment Service.

For purposes of these Services, settlement date means the date you specify that the taxing authority's account is to be credited. If you do not specify a settlement date, we will pay the amount you specify on or before the tax due date. If you specify the settlement date, payment will be made on the settlement date.

ACCOUNT DEBITS
If you do not specify a settlement date, we debit your account for any tax payment on the Business Day of transmission. If you specify a settlement date, we generally debit your account on the settlement date unless you are prefunding your tax payments. Prefunding means that you pay for all tax payments by such time before the settlement date as we may specify. At our discretion, we may at any time without notice debit your account on the Business Day that Tax Payment Instructions are transmitted to us (or on any other later date). If we debit the funds on the transmission date (or any other date before the payment date), we hold the funds as a deposit liability to you, and not as trust funds, until the date when we remit the funds to the appropriate tax authority. We will not pay you interest on the funds.

We reserve the right to debit your account and to make a tax payment on your behalf earlier than the tax due date if the information in your Tax Payment Instruction is unclear or inadequate to permit us to determine the later due date under the applicable Tax Payment Service or if we otherwise reasonably decide that any delay in the payment of the tax may expose you to liability for a tax penalty. In such case we will not be liable to you for any lost use of funds.

REJECTION OF INSTRUCTIONS
We may reject your instructions during or immediately after transmission to us if they do not comply with the requirements of this Booklet or the applicable User Documentation or which we have been unable to verify through use of the Security Procedure. You will be informed of any such rejection only as specified in the applicable User Documentation, and no other notice of rejection will be provided.

In addition, we may decline to perform any Tax Payment Service or to report any tax, file any tax form, or pay any related tax for you, even if we have received instructions to do so, if the tax payment and our related service fees and charges exceed the Collected and Available Funds on deposit in your account or your ACH processing limit. If we reject a Tax Payment Instruction for that reason, we will promptly notify you by telephone or facsimile transmission in which case we will not be liable to you for the tax payment, any interest on the amount of your tax liability, or for any tax penalty imposed on you in connection with the tax liability. You agree these means of communication are a reasonable means of notifying you.

CANCELLATION

Subject to the provisions in the User Documentation, you may cancel a Tax Payment Instruction prior to disconnection of the telephone call in the case of an instruction initiated by touchtone telephone or prior to transmission to us of an instruction initiated through your computer.

Thereafter, a Tax Payment Instruction may be canceled only if:

- The tax payment has not been remitted, credited or otherwise made available to a tax authority;
- A request to cancel provides sufficient information for us to effect the request; and
- The request is received by us by telephone or, at the option of either you or us, in writing (including facsimile transmissions) in time (but in no event later than the deadline specified in the applicable User Documentation) to afford us a reasonable opportunity to effect the request.

OVERPAYMENTS

If we make an overpayment of your tax liability due to our error, we will recredit your account for the amount of the overpayment, and you agree to take such actions as we reasonably request to obtain a refund of the overpayment and to arrange for payment of such refund to us. In any event, you agree to repay us for any overpayment upon the earlier of (i) your recovery of such overpayment or (ii) the application of the related tax credit to another of your tax payment obligations.

RECORDS AND NOTICE OF ERRORS

We will provide you with statements and confirmations containing information about your tax payments in accordance with and subject to the applicable User Documentation.

Nothing in this Booklet relieves you of any duty imposed by law or contract regarding the maintaining of records or from employing adequate audit, account and review practices customarily followed by similar businesses. You will promptly review for accuracy all records, information and statements delivered from time to time to you by us.

You must send us written notice, with a statement of relevant facts, within 14 days after you receive the first notice or statement indicating a discrepancy between our records and yours. If you fail to give the required notice, we will not be liable for any loss of interest or for any compensation for any other loss or cost relating to an unauthorized or erroneous debit to your account or because of any other discrepancy in the notice or account statement. You must notify us promptly by telephone, confirmed in writing, if you learn or discover from any *source* other than a notice or statement from us of information concerning an unauthorized or erroneous debit to your account.

SUPPLEMENTAL LIMITATION OF LIABILITIES

For each Tax Payment Service, this section supplements the Limitation of Liabilities section of this Booklet.

If any Tax Payment Service is interrupted for any reason and you are unable to complete transmission of your Tax Payment Instruction to us, you will not be relieved of your obligation to make any tax payment otherwise contemplated to be made by such Service. We will not incur any liability if you fail to make any required tax payment by other means in the event of such interruption.

WIRE TRANSFER AND INTERNATIONAL ELECTRONIC FUNDS TRANSFERS

This section applies to our U.S. domestic and worldwide wire and internal funds transfer services and to our International Electronic Funds Transfer Services outside the United States of America. It does not apply to ACH Services within the United States of America, which are covered in the "Automated Clearing House (ACH)" section of this Booklet.

Wire Transfer and International Electronic Funds Transfer Services permit you to transfer funds electronically and, as appropriate, to transmit related messages as more fully described in the applicable User Documentation. These transfers are typically from your accounts with us to other accounts at our bank, at our affiliated banks or at other eligible banks. These transfers may also include transfers to your accounts with us from your accounts at other banks. These transfers may be made according to a specific request from you or according to your standing instructions (which may include daily sweeps from your accounts at our affiliated banks to your account with us). They also may be low-value batch payments made according to multiple requests within a single electronic data file for transfers to or from your accounts.

MULTIBANK

The Multibank Service permits you to relay through us your instructions to another bank to wire transfer funds from one of your accounts held at that other bank. Where feasible, we will reformat your instructions for SWIFT and relay it by SWIFT to the appropriate bank, subject to the Business Day schedules for us, SWIFT and the paying bank. Otherwise, we will use whatever means or medium we deem appropriate, including use of third-party facilities, to relay your instructions to another bank.

Before using the Multibank Service, you must provide us with the account number and bank name for each account to be debited using this Service. You also must provide the bank holding the debit account with express, written authorization (with a copy to us where requested) to act on instructions we send to it under this Service. You agree that we may rely on that authorization until we have had a reasonable opportunity to act on notice that it has *been* revoked.

Multibank instructions are not payment orders to us, and we have no obligation to execute, transmit or accept any payment orders made to us under the Multibank Service.

We reformat and transmit your payment order to another bank, and we have no duty to do so if your request is defective, incomplete, erroneous or inconsistent with the terms of this Booklet. We may act on your Multibank instructions as we reasonably consider appropriate notwithstanding any error, omission, defect or lack of clarity in its terms and even if the instructions appear to duplicate other Multibank requests. You agree that your indemnity of us, as set forth in the "Protection From Third Parties" section of this Booklet, applies to any claims by another bank based on our sending a Multibank instruction containing any error, omission, defect or lack of clarity.

If you wish to cancel or amend a payment order set forth in a Multibank instruction, you must contact the bank to which the payment order is directed and act in accordance with its procedures.

Reports on Multibank instructions which we have processed will be included in an Information Reporting Service which you have arranged to use.

COMPLIANCE WITH RULES AND LAWS

You agree to comply with all applicable payment system rules, including the national payment system rules and any other applicable laws and regulations of the receiving country of your transaction. You also agree to comply with the authorization and notice requirements applicable to any Request to debit another person's account.

AUTHORIZED PERSONS

Before using a Wire Transfer or International Electronic Funds Transfer Service, you give us a written list, in a form acceptable to us, of the persons authorized by you to perform certain duties in connection with such Service.

SECURITY PROCEDURE

You agree to use a Service in accordance with the relevant Security Procedure, if any. The purpose of the Security Procedure is to verify the authenticity of Requests delivered to us in your name and not to detect errors in the transmission or content of Requests. You represent and warrant each time you use a Wire Transfer or International Electronic Funds Transfer Service that, in view of your requirements, the Security Procedure is a satisfactory method of verifying the authenticity of Requests.

You agree that we may act on Requests, even if they are unauthorized, if we act in good faith and comply with the applicable Security Procedure and any written agreement with you restricting our action on Requests. In such cases, we may enforce or retain your payment to us for such Requests; provided, however, we may not enforce or retain payment if you prove that the unauthorized Requests were not caused by a person (i) entrusted at any time to act for you with respect to Requests or the applicable Security Procedure, (ii) who obtained access to your premises, computer equipment or transmitting facilities or (iii) who obtained, from a source controlled by you, information (such as keys and passwords) which facilitated breach of the applicable Security Procedure.

ACCOUNT DEBITS

You must have Collected and Available Funds in your account which, when added to funds which may be made available under a line of credit, are sufficient to cover your Requests. You may initiate a Request only if the offsetting debit to your account, including the available line of credit, will not cause you to exceed the account balance according to your records. If your records and ours disagree regarding the account balance, our records will control for purposes of our processing the Request.

You are obligated to pay us the amount of any Request once we act on, other than to reject, your Request. At our discretion, we may at any time without notice require payment before we process your Request. Even if we have done so in the past, we are not obligated to process any Request without having first been paid by you, but, if we do, the amount is immediately due and payable without notice or demand.

Prior to initiating any wire transfer Request to debit an account of a third party, you must provide us with documents, in a form acceptable to us, evidencing the third party's authorization.

You will pay us for the amount of any returned or rejected debit transactions, or any adjustments, which we previously credited to your account.

If, for any Business Day, we receive more than one Request and/or other items payable from your account, we may debit your account for such Requests and items in any sequence we determine in our sole discretion.

ACTING ON REQUESTS

We will use any means of transmission, funds transfer system, clearing house or intermediary bank we reasonably select to transfer funds.

After we receive a Request by the applicable processing deadline (as specified in the applicable User Documentation), but no later than the value date stated in your Request (if such date is not earlier than the day such Request is received), we will act upon such Request by making applicable accounting entries or by transmitting payment instructions to the applicable bank or other party. If applicable, our acting on your Request will also be subject to the business day schedule of any of our banking centers or affiliates holding an account to be debited or credited under a Service. We may treat Requests we receive after a deadline as if we received them on the next Business Day. International Electronic Funds Transfers will be deemed received by us when we receive the complete electronic data file at the location specified in the applicable User Documentation.

REJECTION OF REQUESTS

We may reject any Request which does not comply with the requirements of this Booklet or the applicable User Documentation, including any processing limits described in such User Documentation, or which we have been unable to verify through use of the Security Procedure. We also may reject any Request which exceeds the Collected and Available

Funds (including funds made available under a line of credit) on deposit with us in the applicable account. We may also reject any Request if it may be returned for any reason under the applicable national payment system rules of the receiving country of your transaction. Notice of rejection is given to you by telephone, by electronic means, by facsimile or by mail. Notices of rejection will be effective when given.

CANCELLATION OR AMENDMENT

We have no obligation to cancel or amend Requests after we receive them or to cancel or amend any particular funds transfer requested by a standing instruction which is in effect. If you send us a Request instructing us to cancel or amend a prior Request and we are able to verify the authenticity of the cancellation or amendment Request using the Security Procedure, we will make a reasonable effort to act on that Request, but we will not be liable if it is not effected. You agree to indemnify us against and hold us harmless from any and all liabilities, claims, costs, expenses and damages of any nature, including Legal Expenses, we incur in connection with your Request to amend or cancel. Your obligations under this provision will survive termination of these Wire Transfer and International Electronic Funds Transfer Services.

PROVISIONAL PAYMENTS

Payment by us for any transaction we credit to your account is provisional until we receive final settlement for the transaction. If final settlement is not received, we are entitled to a refund and we may charge your account for the amount credited. We may delay the availability of any amount credited for a transaction if we believe that there may not be sufficient funds in your account to cover chargeback or return of the transaction.

INCONSISTENCY OF NAME AND NUMBER

A beneficiary's bank (including us when we are the beneficiary's bank) may make payment to a beneficiary based solely on the account or other identifying number. We or an intermediary bank may send a Request to an intermediary bank or beneficiary's bank based solely on the bank identifying number. We, any intermediary bank and any beneficiary's banks may do so even if the Requests include names inconsistent with the account or other identifying number as long as the inconsistency is not known by us or such other bank. Neither we nor any other bank has a duty to determine whether a Request contains an inconsistent name and number.

NOTICE OF ACCOUNT STATEMENT DISCREPANCIES

Information concerning payments made pursuant to your Requests will be reflected in your account statements and, in some cases, in written or electronic advices and reports produced through one of our Information Reporting Services. You must send us notice, in writing or by electronic means approved by us for such purpose, with a statement of relevant facts, promptly after you receive the first notice or statement indicating a discrepancy between our records and yours. If you fail to give the required notice within 14 days, we will not be liable for any loss of interest or for any compensation for any other loss or cost relating to an unauthorized or erroneous debit to your account or because of any other discrepancy in the notice or account statement. You must notify us promptly by telephone, confirmed in writing, if you learn or discover from any source other than a statement, advice or report from us of information concerning an unauthorized or erroneous debit to your account.

ELECTRONIC TRADE SERVICES

Our Electronic Trade Services allow you to (i) initiate collections; (ii) instruct us to advise you of our receipt or confirmation, or the payment, of Export Letters of Credit and Advised Standby Letters of Credit received by us and naming you as beneficiary; (iii) request full or partial transfers of your Export Letters of Credit or full transfers of your Advised Standby Letters of Credit; (iv) prepare documents in connection with your Export Letters of Credit; (v) access reports on letter of credit transactions, open account transactions, collections and banker's acceptances; (vi) initiate open account transactions; (vii) instruct us to advise you of our receipt of purchase orders received by us and naming you as the supplier; and (viii) instruct us to issue standby and import letters of credit and guarantees. Detailed information regarding each Service is found in the applicable User Documentation.

ADVISED STANDBY LETTERS OF CREDIT

Our Advised Standby Letters of Credit Service allows us to advise you by electronic transmission of (i) our receipt of any standby letter of credit naming you as beneficiary; (ii) the status of any documents or payments with regard to any Standby Advised Letter of Credit; (iii) our confirmation of any such letter of credit; and (iv) any payment made pursuant to a drawing under any such letter of credit.

You may elect to have standby advised letters of credit of a Subsidiary or other entity reported to you with our Electronic Trade Letters of Credit Service. You agree that the Subsidiary or other entity will provide us with a written authorization, in a form acceptable to us, for us to make that Subsidiary or other entity's information available to you.

Full Transfers. You may request the transfer, without substitution of invoices, of all of your rights as beneficiary of Advised Standby Letters of Credit by submitting to us, for each transfer, a request providing the following information:

- Standby Letter of Credit number
- name of issuing bank
- our advice number
- name and address of second beneficiary's advising bank
- name and address of second beneficiary
- date of application

If we approve the transfer, we will place the appropriate endorsement on the Advised Standby Letter of Credit and send it to the second beneficiary or send the second beneficiary a transferred letter of credit document prepared by us. The second beneficiary will have sole rights as beneficiary, whether existing now or in the future, including sole rights to agree to any amendments, including increases or extensions or other changes.

General. The Advised Standby Letter of Credit and the transfer must be subject to UCP or ISP98, and our rights hereunder are in addition to rights we have under UCP or ISP98, as applicable.

You must provide us the original advised Standby Letter of Credit and any existing amendments. You understand that we may, at our sole discretion, refuse to approve any full or partial transfer to a second beneficiary. You acknowledge that due to conditions of the original Advised Standby Letter of Credit, certain proprietary information may be disclosed to the second beneficiary and/or to the applicant under the original Advised Standby Letter of Credit. We will have no liability to you in the event of such disclosure and, in such event, you will indemnify and hold us harmless from all claims of third parties. You acknowledge that your rights as beneficiary in the original Advised Standby Letter of Credit are irrevocably transferred to the second beneficiary(ies) who shall have sole rights. In that connection, your approval is not required for us to honor a discrepant presentation made by the second beneficiary.

For our transfer fee, we may debit your account(s) with us, which you may designate subject to our reasonable approval. You also agree to pay us on demand any expenses which may be incurred by us in connection with this transfer.

COLLECTIONS

Our Electronic Trade Collections Service allows you to initiate a collection (as that term is defined in the Uniform Rules for Collections) by delivering an instruction to a collecting bank.

The instruction will be on a form prescribed by us, but we will not have any responsibility or liability for the terms and conditions of any instruction; you accept all such responsibility and liability. Each collection will be governed by the Uniform Rules for Collections. You will promptly transmit to us a copy of the completed collection form and, upon our request, will provide to us copies of the underlying documentation.

You represent and warrant to us as of the date you transmit the instruction form to us that the collection is not prohibited under the foreign asset control or other regulations of the United States of America or the applicable laws of any other jurisdictions.

Upon our receipt of any payment of a collection, the amounts received (less related charges, disbursements and/or expenses) will be paid to you, except that if we are required to return any such payment received upon the insolvency, bankruptcy or reorganization of the presenting bank or collecting bank or other third party or for any other reason, you will repay to us the amount paid by you together with interest thereon from the date we returned the payment and so notified you at the rate specified by us in our schedule of charges. Unpaid items and related documents received by us may be returned to you by regular mail at the address specified in the Authorization and Agreement Certification form which accompanied this Booklet or such other address as may be notified by you in writing.

EXPORT LETTERS OF CREDIT

Our Export Electronic Trade Letters of Credit Service allows you to prepare export documents using electronic data captured through our electronic advise process and

allows us to advise you by electronic transmission of (i) our receipt of any Export Letter of Credit naming you as beneficiary, including the wording of an Export Letter of Credit so you can prepare export documents as per the Export Letter of Credit; (ii) the status of any documents or payments with regard to any Export Letter of Credit; (iii) our confirmation of any such letter of credit and (iv) any payment made pursuant to a drawing under any such letter of credit.

You may elect to have export letters of credit of a Subsidiary or other entity reported to you with our Export Electronic Trade Letters of Credit Service. You agree that the Subsidiary or other entity will provide us with a written authorization, in a form acceptable to us, for us to make that Subsidiary or other entity's information available to you.

You may prepare shipping documents based on your Export Letter of Credit advised details. You may then edit and locally print those documents and courier them to us for presentation.

REQUESTS FOR TRANSFERS

Partial Transfers. You may request the partial transfer, with or without substitution of invoices, of Export Letters of Credit by submitting to us, for each transfer, a request providing the following information:

- whether the transfer is with or without substitution of invoices
- Export Letter of Credit number
- name of issuing bank
- our advice number
- name and address of second beneficiary's advising bank
- amount to be transferred
- description of merchandise subject to the transfer
- name and address of second beneficiary
- unit price
- expiration date of transfer Export Letter of Credit
- latest shipment date
- number of days after shipment within which documents must be presented
- insurance percentage (if applicable)
- date of application

If we approve the transfer, we will advise the second beneficiary of the terms and conditions of the transferred credit by full text teletransmission, mail/airmail or courier (as we deem appropriate).

With respect to all partial transfers, whether with or without substitution of invoices, you may refuse to allow us to notify the second beneficiary(ies) of any future amendment(s) received under the original Export Letter of Credit.

If you elect transfer with substitution of invoices, then, on our demand, you will deliver to us within one (1) Business Day your draft, commercial invoice and any other required documents in compliance with the terms of the original Export Letter of Credit. The draft and documents are in substitution of those presented by the second beneficiary. When (i) the documents of the second beneficiary and the substitution documents from the first beneficiary are determined to comply with the terms of the Export Letter of Credit or, if determined to be discrepant, are taken up by the issuing bank and (ii) we are in receipt of funds, we will pay you in accordance with your instructions for the amount of the difference between your draft and the draft of the second beneficiary, less any fees due and payable to us in connection therewith. If you fail, at our demand, to deliver to us your drafts, invoices and other required documents as stated above, you acknowledge our right to present invoices and other documents received from the second beneficiary in accordance with the instructions of the original Export Letter of Credit. You also understand that we will not pay you the difference between the amount of the draft of the second beneficiary and the amount authorized to be paid to you under the original Export Letter of Credit.

Full Transfers. You may request the transfer, without substitution of invoices, of all of your rights as beneficiary of Export Letters of Credit by submitting to us, for each transfer, a request providing the following information:

- Export Letter of Credit number
- name of issuing bank
- our advice number
- name and address of second beneficiary's advising bank
- name and address of second beneficiary
- date of application

If we approve the transfer, we will place the appropriate endorsement on the Export Letter of Credit and send it to the second beneficiary or send the second beneficiary a transferred letter of credit document prepared by us. The second beneficiary will have sole rights as beneficiary, whether existing now or in the future, including sole rights to agree to any amendments, including increases or extensions or other changes.

General. The Export Letter of Credit and the transfer must be subject to UCP and our rights hereunder are in addition to rights we have under UCP.

You must provide us the original Export Letter of Credit and any existing amendments. You understand that we may, at our sole discretion, refuse to approve any full or partial transfer to a second beneficiary. You acknowledge that due to conditions of the original Export Letter of Credit, certain proprietary information may be disclosed to the second beneficiary and/or to the buyer under the original Export Letter of Credit. We will have no liability to you in the event of such disclosure and, in such event, you will indemnify and hold us harmless from all claims of third parties. You acknowledge that your rights as beneficiary in the original Export Letter of Credit (up to the amount shown in your request with respect to partial transfers) are irrevocably transferred to the second beneficiary(ies) who shall have sole rights (but only up to the amount shown in your request in the case of a partial transfer). In that connection, your approval is not required for us to honor a discrepant presentation made by the second beneficiary.

For our transfer fee, we may debit your account(s) with us, which you may designate subject to our reasonable approval. You also agree to pay us on demand any expenses which may be incurred by us in connection with this transfer.

INFORMATION REPORTING

We will make available to you, subject to the terms of the Information Reporting section of this Booklet, reports on import, export and standby letter of credit transactions, banker's acceptances, collections and open account transactions, as more fully described in the applicable User Documentation.

OPEN ACCOUNT

Our Electronic Trade Open Account Service permits you electronically to (i) inform us of your purchase order details, instruct us on examining import documents for compliance with your purchase orders and instruct us to pay the presenting party and (ii) receive notification of open account transactions initiated through electronic means.

Purchase Orders. You will electronically transmit to us, in accordance with applicable User Documentation, files of purchase orders you have sent to your vendors with instructions to present documents to us. The electronic files will be in such format(s) and transmitted through such channel(s) as you have selected and we have approved. If you are not requesting us to issue an import letter of credit, each transaction will be flagged as an "open account" payment type.

When we receive import documents, we will review them according to your purchase order terms. If and as provided by the open account payment type selected by you, we will match the import documents against the pertinent purchase orders housed on our electronic database in accordance with the parameters established by you and accepted by us. We will pay the presenting vendors as provided under the open account payment type selected by you from the following three types:

- importer matching - you match the import documents against your copy of the pertinent purchase order and instruct us how much to pay to the presenter and when to pay;
- bank matching - we match the import documents against our electronic file of the pertinent purchase order, following the parameters established by you; we then electronically inform you, indicating whether they are compliant or non-compliant, and await your payment instructions; and
- auto-pay - we match the documents as described above, and, if we determine they are compliant, make payment to the presenter, but only if you have sufficient Collected and Available Funds in the account you have designated for such purposes; if we determine that the documents are non-compliant, we make payment only upon your express instructions.

Notification of Open Account Transactions. With respect to open account notification letters, we will notify you electronically of (i) our receipt of such notices naming you as vendor and (ii) any payments made pursuant to drawings under such open account transactions. We will notify your vendors by Trade Direct, fax, courier or mail as instructed by you.

STANDBY AND IMPORT LETTERS OF CREDIT

Our Electronic Trade Letters of Credit Service allows you to request us, by electronic or fax transmission, to issue an import or standby letter of credit or a guarantee. Each letter of credit or guarantee which we agree to issue will be for your account or the account of another entity you designate. Each commercial letter of credit we issue will be subject to the UCP and, when applicable, the eUCP, and each standby letter of credit we issue will be subject to the ISP98. As a condition to our agreement to issue a letter of credit or guarantee, we may require you at any time to make with us a cash deposit, which may not accrue interest or earnings credit, and to grant us a security interest in the underlying goods and documents of title and/or any other property or accounts as we reasonably determine as security for your obligations to us. A letter of credit may be issued by any of our authorized offices within or outside the United States of America. A guarantee may be issued by any of our authorized offices outside the United States of America.

YOUR RESPONSIBILITIES

You represent and warrant to us as of the date of issuance of each import letter of credit and each drawing that:

- You or the importer has obtained all import and export licenses, registrations, filings and approvals required by any governmental authority for the goods and documents described in the letter of credit.
- The transactions underlying the letter of credit are not prohibited under the foreign asset control or other regulations of the United States of America or the applicable laws of any other jurisdiction.

You will obtain, or cause to be obtained, insurance covering fire and other usual risks on all goods described in each import letter of credit issued by us.

You will reimburse us upon demand all monies paid by us under or in respect of each such letter of credit or guarantee, including payments on any draft, acceptance, order, instrument or demand drawn or presented under the letter of credit or guarantee. You will pay us on demand interest on all amounts paid by us or any other drawee under each letter of credit or guarantee from the date of such payment until we receive reimbursement at a rate per annum specified in the applicable User Documentation. You will reimburse us in the currency in which the letter of credit or guarantee is denominated (or, at our option, the equivalent of the denominated currency amount in U.S. Dollars or the currency of the country in which the letter of credit or guarantee was issued at the rate of exchange quoted by us in the city in which the letter of credit or guarantee was issued for the sale of the denominated currency against U.S. Dollars or such other currency on the date on which the denominated currency amount is paid by us). Regardless of the expiration of the letter of credit or guarantee, you will remain liable for all such amounts until we are released from liability to all persons entitled to draw or demand payment under the letter of credit or guarantee.

You will pay us Legal Expenses incurred by us in connection with each letter of credit or guarantee including without limitation our defense of any proceeding initiated by you to enjoin payment or negotiation by us of a letter of credit or guarantee even if you are awarded such relief, provided only that we have acted in good faith in defending such action.

If you request the issuance of a letter of credit or guarantee listing one of your Subsidiaries or another entity as the account party, each such request will be considered a request by you for the issuance of a letter of credit or guarantee, and you will assume all liabilities and obligations with respect to such letter of credit or guarantee. You represent and warrant to us that you will derive substantial economic benefit from each underlying transaction relating to each request for the issuance of a letter of credit or guarantee listing your Subsidiary or another person as the account party. Your obligations under each letter of credit or guarantee will not be released or discharged if:

- We attempt to collect any payment under such letter of credit or guarantee directly from the Subsidiary or such other entity.
- Any bankruptcy, reorganization, insolvency, receivership, moratorium or other such action effecting creditors generally is filed by or against the Subsidiary or such other entity.
- We receive payment from the Subsidiary or such other entity, but it is subsequently rescinded or must be returned by us.

OUR RESPONSIBILITIES

If we accept your request, we will issue the import or standby letter of credit as described in your electronic or fax transmission and pursuant to this Booklet and the UCP (with regard to import letters of credit) and ISP98 (with regard to standby letters of credit). If we accept your request, we will issue the guarantee as described in your electronic or fax transmission and pursuant to this Booklet.

We will pay each commercial letter of credit pursuant to its terms, this Booklet and the UCP. We will pay each standby letter of credit pursuant to its terms, this Booklet and the ISP98. We will pay each guarantee pursuant to its terms and this Booklet.

CHANGE OF LAW OR REGULATION

If, subsequent to the issuance date of a letter of credit or guarantee, we determine that the introduction of or any change in the interpretation of any law, rule, regulation or guideline or the request of a central bank or other governmental authority will increase our costs relative to our providing the Electronic Trade Letters of Credit Service, as set forth below, then, on demand, you will pay us additional amounts sufficient (as determined by us) to compensate us for such increased cost. Such increased costs could include: (i) reserve, deposit, assessment or similar requirements or (ii) increases in capital adequacy requirements.

DEPOSIT ON TERMINATION EVENT

If there occurs an event which permits us, under the Termination section of this Booklet, to terminate this Service immediately, you will deposit with us, on demand and as cash security for your obligations to us, an amount equal to the aggregate undrawn amount of the letters of credit and guarantees issued by us in the same currency as the letter of credit or guarantee, or, at our option, its equivalent in U.S. Dollars or the currency of the country in which the letter of credit or guarantee was issued. You will not withdraw any amount so deposited except to the extent such amount exceeds the undrawn and unreimbursed amount of the letter(s) of credit and guarantees. If the amount deposited by you under this Booklet for a letter of credit is in a currency different than the currency in which the letter of credit or guarantee is payable and the amount so deposited becomes less than the value of the undrawn amount of the letter of credit or guarantee because of any variation in rates of exchange, you will deposit with us additional amounts in such other currency so that the total amount deposited by you under this Booklet is not less than the equivalent value of the undrawn amount of the letter of credit or guarantee, determined by using the rate of exchange quoted by us on the date of our latest demand.

SUPPLEMENTAL LIMITATION OF LIABILITIES AND INDEMNIFICATION FOR ALL ELECTRONIC TRADE SERVICES

For each Electronic Trade Service, this section supplements the Limitation of Liability section of this Booklet.

You have sole responsibility for determining the level of security you require and assessing the suitability of the security procedures for these Services. We have no duty to investigate the authenticity of any application, instruction or other communication you provide us using an Electronic Trade Service. Also, we will have no liability to you for acting upon any application, amendment or other communication purportedly transmitted by you, even if such application, amendment or message:

- Contains inaccurate or erroneous information.
- Constitutes unauthorized or fraudulent use of an Electronic Trade Service.
- Includes instructions to pay money or otherwise debit or credit any account.
- Relates to the disposition of any money, securities or documents.
- Purports to bind you to any agreement or other arrangement with us or with other persons or to commit you to any other type of transaction or arrangement.

We are authorized, but not obliged, to rely upon and act in accordance with any application, instruction, consent or other communication by fax or other electronic transmission (including without limitation any transmission by use of our Software or the Internet) received by us purporting to be a communication on your behalf without inquiry on our part as to the source of the transmission or the identity of the person purporting to send such communication. We are also authorized, but not obliged, to rely upon and act in accordance with any application, instruction, consent or other communication by telephone, purporting to be a communication on your behalf by an authorized person designated by you.

GENERAL PROVISIONS

CHANGES TO A SERVICE

You may request us at any time to change the processing instructions for any Service. We are not obligated to implement any requested changes until we have had a reasonable opportunity to act upon them. In making changes, we are entitled to rely on requests purporting to be from you. For certain changes, we may require that your requests be in writing, in a form and manner acceptable to us, or be from an authorized person you designate. In addition, certain requests for changes may be subject to our approval.

We may change, add or delete any of the terms and conditions applicable to any or all Services upon 30 days prior notice to you in writing or by electronic means. Your continued use of or failure to terminate any Service, after the effective date of the change, will indicate your agreement to the change.

COMMUNICATIONS

Any written notice or other written communication to be given under the terms of this Booklet will be addressed to the applicable address specified on the Authorization and Agreement form you return to us, except as you or we specify otherwise in writing in conjunction with your accounts or particular Services. Notices are effective upon receipt, except as otherwise provided in this Booklet or any Materials.

You agree that we may electronically monitor and/or record any telephone communications with you in those countries which permit that practice. If our records about any such communication are different from yours, our records will govern.

If you choose to use unencrypted electronic mail to initiate payment requests or other instructions or otherwise communicate with us, your use of such electronic mail with respect to a Service will be subject to the terms and conditions of this Booklet and will comply with the applicable User Documentation. In addition, you agree to bear the risk that such electronic mail may be corrupted, modified, garbled or hacked or its confidentiality may be breached by a third party and the risk that we will rely on such mail, which appears to be from you but which is unauthorized, and that such reliance will result in a loss.

CONFIDENTIALITY

OUR OBLIGATION

We acknowledge that information we obtain from you in connection with any Service we provide to you under the terms of this Booklet may be confidential. We will maintain the confidentiality of such information in accordance with our normal procedures for safeguarding customer information and the policy reflected in the Bank of America Corporation Code of Ethics.

YOUR OBLIGATION

You acknowledge our claim to proprietary rights in the Materials and that the Materials constitute our "trade secrets" or trade secrets of our licensors or vendors. You understand that all Materials are confidential and you will:

Safeguard the Materials at all times.

- Establish and maintain procedures to assure the confidentiality of the Materials and any password or code subsequently changed by you.
- Use the Materials only for the purposes for which we provide them.
- Notify us promptly by telephone, confirmed in writing, if any Materials are lost or their confidentiality is compromised.

You will not, nor will you allow anyone else to, do any of the following without our prior consent:

- Disclose any Materials to any person or entity, except to your employees and agents with a need to know the Materials.
- Make any copies, in whole or in part, of any Materials in whatever form or medium (electronic, printed or otherwise) in which they may exist from time to time, except as provided in the Software License section.
- Translate, reverse engineer, disassemble or decompile any Software or security devices.

These confidentiality obligations continue after a Service you are using is terminated.

You have sole responsibility for the custody, control and use of all Materials. You agree that no individual will be allowed to initiate a request or other instruction contemplated in this Booklet or to have access to any Materials without proper supervision and strict security controls. If a Service requires use of user identification codes or passwords, we will be fully protected in relying on the correct user identification codes and passwords, as described in the relevant User Documentation.

GENERAL

This section does not limit either party's ability to disclose information (i) that the other party has approved by prior writing for disclosure; (ii) that is disclosed to its professional advisors or auditors; (iii) that becomes public other than through a breach of these confidentiality obligations, (iv) that was in its possession or available to it from a third party prior to its receipt of it in connection with any Service, (v) which is obtained by it from a third party who is not known by it to be bound by a confidentiality agreement with respect to that information, (vi) as required or requested by any securities exchange or regulatory body to which either party is subject or submits or (vii) as otherwise required to be disclosed by law or by legal or governmental process.

In addition, you agree (i) that we may disclose to our offices, affiliates, officers, employees and agents with a need to know any information we obtain about you and (ii) that those offices, affiliates, officers, employees and agents may disclose such information as permitted under the immediately preceding paragraph.

You acknowledge and agree that data processing related to Services covered by this Booklet and your associated accounts may take place in countries other than those where you and your accounts with us are located. You further understand that information concerning your relationship with us may be available on our electronic data system both for information management purposes and in order to enable you to benefit from our electronic banking services. You understand and agree that, as a result, your banking relationship information may be available to some of our officers outside the country or countries where you and your accounts are located. You authorize us to transmit your banking relationship information across national borders, notwithstanding the banking secrecy laws of any of the countries involved, as necessary or appropriate to provide any Services.

It is possible that in providing the Services we will transmit Personal Data. We will only transmit Personal Data to our locations, to locations of our affiliates or to others in order to provide the Services. We may contract with others to provide data transmission or storage services to us. In that case, we will require that they treat Personal Data solely in accordance with our instructions. You agree to comply with any directions we may give you from time to time with respect to the Personal Data.

Neither party will use the other's name or refer to the other party directly or indirectly in any solicitation, marketing material, advertisement, news release or other release to any publication without receiving the other party's specific prior written approval for each such use or release, except that we may use your name as a reference in service proposals if we obtain your prior oral approval for such use.

This section also does not limit our ability or that of our affiliates to access and use transaction data related to any Service provided to you in connection with the management of our or their business.

These obligations continue after any Service you are using is terminated.

CURRENCY EXCHANGE RATES

If a Request, an Entry, a check issued under the Check Issuance Services or a draft created under the Client-Printed Drafts Services involves a currency other than the currency in which the relevant account is denominated, your funds will be exchanged for such other currency at a current rate of exchange on or before the transfer or debit date, as the case may be, in accordance with our normal procedures (including applicable User Documentation). If we assign a currency exchange rate to your transaction, such exchange rate will be determined by us based upon market conditions. We consider many factors in setting our exchange rates, including without limitation exchange rates charged by other parties, desired rates of return, market risk and credit risk. You acknowledge that exchange rates for retail and commercial transactions, and for transactions effected after regular business hours and on weekends, are different from the exchange rates for large inter-bank transactions effected during the business day, as reported in The Wall Street Journal or elsewhere. Exchange rates offered by other dealers, or shown at other sources (including online sources) may be different from our rates. We do not accept any liability if our rates are different from rates offered or reported by third parties, or offered by us at a different time, at a different location, for a different transaction amount, or involving a different payment media (banknotes, check, wire transfer, etc.). Currency exchange rates fluctuate over time, and you acknowledge and accept the risks of such fluctuations: (i) in the case of Requests, between the time you initiate a Request and the time the transfer is either completed or is unwound due to a cancellation, amendment, rejection or return, (ii) in the case of checks, between the time you request us to create a check and the time we debit your account to cover such check and/or the time we re-credit your account if the check is stopped in accordance with the applicable stop payment procedures and (iii) in the case of drafts, between the time you print a draft, or request us to print a draft, and the time we transfer funds from your account to cover such draft.

FACSIMILE SIGNATURES

In some countries, businesses use a variety of techniques to produce a facsimile signature manually or by means of a device or machine (each generally called a facsimile signature) as a convenient method for signing checks, documents and other items. If you choose to use a facsimile signature, you must provide us with a specimen of each facsimile signature.

You are responsible for any withdrawal from your deposit account that bears or reasonably appears to us to bear your facsimile signature, regardless of by whom or by what means the signature was placed on the check. If you choose to use a facsimile signature, you are responsible even if you have not presented us with a specimen facsimile signature, or if the size, color or style of the check, or the size, color or style of the facsimile signature is different from that of the check or facsimile signature you use. We may pay the withdrawal and debit your account for it.

You agree to compensate us for all losses, claims, damages or expenses, including Legal Expenses, that result from our payment of a withdrawal bearing a facsimile that reasonably resembles your facsimile signature.

You are responsible for taking security measures and implementing procedures to prevent the forgery, theft or fraudulent or unauthorized use of your facsimile signature.

GENERAL MATTERS

AGREEMENT

Except with respect to a click-wrap online privacy policy to which you agree when you use a Service through Bank of America Direct®, this Booklet constitutes and represents the entire agreement between you and us regarding the Services we provide you anywhere in the world and supersedes and extinguishes all prior agreements, understandings, representations, warranties and arrangements of any nature (including requests for proposals and other sales material), whether oral or written, between you and us relating to any such Service (including any International Treasury Services Terms and Conditions booklet, but excluding the current Account Agreement). This Booklet will be controlling in the event of any conflict between it and any relevant User Documentation, any other document or written or oral statement (including but not limited to any Account Agreement, except as applicable law requires otherwise), but excluding the click-wrap online privacy policy noted above. Current User Documentation is available upon request.

This Booklet is binding upon each of your and our respective successors and permitted assigns. You may with our prior written consent, assign any of your rights or duties described in this Booklet. This Booklet is not for the benefit of any other person, and no other person has any right under this Booklet against you or us, and nothing contained in this Booklet creates any agency, fiduciary, joint venture or partnership relationship between you and us.

NOTICE OF FINAL AGREEMENT. THIS WRITTEN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

GENERAL OBLIGATIONS

We are responsible only for performing the Services expressly provided for in this Booklet. We may contract with an outside vendor in providing any of these Services.

With respect to any Service, we will provide you with assistance by telephone at the numbers and during the hours specified by us in writing from time to time.

You are responsible for maintaining the security of your data and ensuring that it is adequately backed-up. We are not responsible for your loss of your data.

ORAL INSTRUCTIONS

Except as otherwise provided in this Booklet with respect to compliance with any applicable Security Procedure, we may rely on oral instructions from any person who identifies himself or herself by a name which is included on a written list from you of persons authorized to give such instructions. You will update this list from time to time as necessary to reflect any changes in authorized persons. Except as otherwise expressly stated in this Booklet, we are not required to act on any instruction from any person or to give notices to any person.

SEVERABILITY; NO WAIVER

If any provision of this Booklet or the application of any such provision to any person or set of circumstances is determined to be invalid, unlawful, void or unenforceable to any extent, the remainder of this Booklet, and the application of such provision to persons or circumstances other than those as to which it is determined to be invalid, unlawful, void or unenforceable, are not impaired or otherwise affected and continue to be valid and enforceable to the fullest extent permitted by law.

No delay or failure to exercise any right or remedy under this Booklet is deemed to be a waiver of such right or remedy. No waiver of a single breach or default under this Booklet is a waiver of any other breach or default. Any waiver under this Booklet must be in writing.

GOVERNING LAW

Except as otherwise expressly provided in this Booklet for a particular Service, with respect to each Service, this Booklet is governed by and interpreted according to (i) U.S. federal law and (ii) the law of (A) the state in the United States of America in which the account (or the principal account, in the case of multiple accounts) associated with such Service is located or, if there is no such state or no account associated with such Service, (B) the State of New York, without reference to the principles of conflicts of law of the U.S. and of such state.

If you are headquartered, or are using a Service, outside the United States of America, and if requested by us, you must appoint an agent for service of process in England, Hong Kong, Singapore and/or the United States of America, and you irrevocably agree that any writ, summons, order, judgment or other document relating to or in conjunction with any proceeding, suit or action may be served on you in such jurisdiction.

LIMITATION OF LIABILITIES

ALL SERVICES OTHER THAN ELECTRONIC FUNDS TRANSFER SERVICES

We are liable to you only for actual damages incurred as a direct result of our failure to exercise reasonable care in providing a Service.

ELECTRONIC FUNDS TRANSFER SERVICES

For Requests and Entries which are subject to UCC 4A, we are liable only for damages required to be paid under UCC 4A or the Fedwire Regulation, as applicable, except as otherwise agreed in this Booklet.

For all Requests and Entries not subject to UCC4A and for all other obligations under the Electronic Funds Transfer Services sections, our liability is limited to actual damages, resulting directly from our willful misconduct or our failure to exercise reasonable care,

not exceeding the following, as applicable: (i) in case of an excessive debit to your account, the amount of the excess plus compensation equivalent to interest; (ii) in case of payment to an account not specified by you, the amount of the payment plus compensation equivalent to interest; (iii) in case of any delay in crediting a debit Entry or DTC to your account, the amount of compensation equivalent to interest for the period of delay; or (iv) in all other cases, the actual damages incurred by you. You will use reasonable efforts to assist us in recovering the amount of any overpayment for which we are liable.

If we are obligated to pay interest compensation, we will pay such compensation or credit your account, as we determine, upon your written request. We calculate compensation for the relevant period as specified in the Account Agreement or as advised by your customer services representative.

If you transmit a Request to us by way of a funds-transfer system or other third-party communications system not specifically required by us, the system is deemed to be your agent for that purpose. We are not liable to you for any discrepancy between the terms you transmit to such system and the terms it then transmits to us.

ALL SERVICES

In no event will we be liable for any indirect, consequential or punitive loss, damage, cost or expense of any nature or any economic loss or damage, expense and loss of business, profits or revenue, goodwill and anticipated savings, loss of or corruption to your data, loss of operation time or loss of contracts, even if advised of the possibility of such loss, damage, cost or expense.

We will not be responsible for the acts or omissions of you or your officers, employees or agents (including but not limited to the amount, accuracy, timeliness or authorization of any instructions or information from you) or the acts or omissions of any other person or entity, including but not limited to any clearing house association or processor, any U.S. Federal Reserve Bank or any other country's central bank, any other financial institution or any Supplier, and no such person or entity will be deemed our agent.

If you permit any Subsidiary or other person to access one of our Service installations on your premises through use of a remote access software package, we will not be responsible or liable for such Subsidiary or person's use or misuse of our Services or access to accounts owned by you and for which you did not authorize that Subsidiary or person to have access via your installation. We may and will treat all instructions and information received by us through this arrangement as provided by and for the benefit of you and subject to all our rights under this Booklet with respect to the pertinent Services.

We will not be liable for and will be excused from any failure or delay in performing our obligations for any Service if such failure or delay is caused by circumstances beyond our control, including any natural disaster (such as earthquakes or floods), emergency conditions (such as war, riot, fire, theft or labor dispute), legal constraint or governmental action or inaction, breakdown or failure of equipment, breakdown of any Supplier, or your act, omission, negligence or fault.

We also will not be liable for any failure to act on our part if we reasonably believed that our action would have violated any law, rule or regulation.

OVERDRAFTS

With respect to a Service, we may, at our sole discretion, allow an overdraft to occur in your account. Except as we agree or advise you otherwise in writing, you must repay us immediately, without demand, the amount of such overdraft plus any overdraft charges. In such cases, the fact that we previously allowed an overdraft to occur does not obligate us to do so in the future. Additional terms and conditions contained in your Account Agreement may apply.

PAYMENT FOR SERVICES

You must maintain and designate account(s) with us which we will use for debiting or crediting with respect to all payments and deposits and related adjustments and charges. Except as otherwise provided, you must have Collected and Available Funds on deposit in your account(s) sufficient to cover such obligations. For purposes of satisfying your payment obligations, we may consider any overdraft line of credit or other arrangement you have with us.

SERVICE CHARGES

You will pay us for each Service you use according to our schedule of charges currently in effect for you, except as we agree otherwise (in writing) from time to time. At your request, we will provide you a copy of the current schedule of charges for the applicable Service. All charges are subject to change upon 30 days prior written notice to you (unless otherwise agreed in writing), except that any increase in charges to offset any increase in fees charged to us by any Supplier for services used in delivering any Service may become effective in less than 30 days.

You will pay us for Software support in excess of that contemplated in the General Provisions sections of this Booklet. The charges for such extra support will be as specified by us before such charges are incurred or as otherwise agreed by you and us from time to time.

We will, on a monthly basis, debit your account with us for payment of charges due, unless you arrange another payment procedure acceptable to us.

TAXES

All Service charges are exclusive of sales, value-added and use taxes, stamp and other duties and other governmental charges imposed on any Service or Materials and not based on our net income. Such taxes, duties and charges are payable by you.

PROTECTION FROM THIRD PARTIES

You will indemnify us against and hold us harmless from and defend us against any and all liabilities, claims, costs, expenses and damages of any nature (including Legal Expenses) arising out of or relating to disputes or legal actions by parties other than you and us concerning any Service. The obligations contained in the preceding sentence will continue after a Service you are using is terminated. This section does not apply to any cost or damage attributable to our gross negligence or intentional misconduct.

REPRESENTATIONS AND WARRANTIES

On and as of each day we provide any Service to you, you represent and warrant to us that:

- Your agreement to each provision contained in this Booklet is a duly authorized, legal, valid, binding and enforceable obligation;
- The debiting of any account as provided in this Booklet is not inconsistent with any restriction on the use of that account;
- All approvals and authorizations required to permit the execution and delivery of the Agreement and Authorization form and any other necessary documentation, and the performance and consummation by you of the transactions contemplated under each Service, have been obtained, including but not limited to due authorization from each applicable third party to allow you to transfer funds and access information from such party's account;
- Your performance of your obligations will not violate any law, regulation, judgment, decree or order applicable to you; and
- There is no lawsuit, tax claim or other dispute pending or threatened against you which, if lost, would impair your financial condition or ability to pay us under the terms of this Booklet.

RESOLUTION OF DISPUTES

We try to resolve our clients' Service problems or disputes as quickly as possible. In most cases, we can resolve a problem by telephone.

Any dispute or controversy concerning your use of Services described in this Booklet will be decided by binding arbitration conducted in the United States of America (except as you and we expressly agree otherwise) in accordance with the United States Arbitration Act (Title 9, U.S. Code) under the Commercial Arbitration Rules of the American Arbitration Association. Under these procedures, the dispute is submitted to a neutral person for determination in place of a trial before a judge or jury. Judgment upon the award made by the arbitrator may be entered in any court having jurisdiction.

Without regard to the foregoing, any dispute or controversy that arises from an Electronic Funds Transfer Service will be decided by a judge without a jury in a United States of America federal or state court (except as you and we expressly agree otherwise in writing). This means that in these instances you waive any right to a trial by jury in any action or proceeding and agree that such action or proceeding will be tried before a judge without a jury.

Either you or we may exercise self-help remedies or obtain provisional or ancillary remedies from a court. You or we may exercise or obtain these remedies at any time, even while the arbitration or trial by a judge is pending. By exercising or obtaining any such remedies, neither you nor we waive the right to request that a dispute or controversy be decided by arbitration or trial by a judge.

SOFTWARE LICENSE

This section applies to all Software we provide to you after you return the Agreement and Authorization form unless we provide you a separate license agreement for specific Software (including a "click-wrap" Software license you may obtain from us by downloading from our website and including, in the case of the Commercial and Corporate Card Services, the licenses for Visa InfoSpan, MasterCard SmartData and any other third-party Software we provide you in connection with such Services). Notwithstanding anything to the contrary in the "General Provisions" section of this Booklet, the software licenses granted to you under this Software License section are governed by and interpreted according to the laws of the State of California without reference to its principles of conflicts of law.

LICENSE

For each Software application we provide to you for one or more Services, we grant you a non-exclusive, non-transferable license for the use of that Software and its related Materials. Each license is granted solely for use in object code form only in connection with one or more Services. You may use the Software only in accordance with the applicable User Documentation.

The Software, its source code, the related Materials and all copyright, patent, trademark, trade secret and other rights in them are and will remain the exclusive property of us or our licensors. You will secure and protect the Software (including all copies) in a manner consistent with the maintenance of our rights and those of our licensors. In order to protect those rights, you will reproduce and incorporate copyright notices and all other proprietary legends prescribed by us in any permitted copies. You may not remove, obscure or otherwise tamper with or alter any such notices or legends affixed to or otherwise contained in the Software or related Materials or copies. You will also take appropriate action to instruct and obligate your representatives who are permitted access to the Software (including copies) to comply with your obligations to protect the Software.

We are obligated to provide you only with those updates, upgrades or new releases of Software which we make generally available to our other customers who license the same Software. Any corrections, updates, upgrades or new releases that we provide to you must be installed by you promptly or by such later time as we specify, and will be deemed part of the Software upon delivery to you. We will provide support only for the most current version of Software we have provided to you.

You will, at your expense, cause a computer to be installed and kept in good condition and working order at your site for use of the Software. The computer and its components must be equipment which is acceptable as specified by us from time to time.

We may assist you with the installation of Software on your computer and with the training of persons who will use the Software, but we will not bear any responsibility for the proper installation and use of the Software. Except as you and we may agree otherwise, you will be deemed to have accepted the Software upon its installation and upon our having made such training available to you.

You may not (i) sell, assign, transfer, license, sublicense or publish the Software or copies of the Software or (ii) disclose, display or otherwise make available the Software or copies thereof to third parties without our express approval.

You may not copy, or allow anyone else to copy, the Software or related Materials, except that you may make two copies for backup and archival purposes. You may not electronically distribute, or allow anyone else to electronically distribute, Software except from the network server on which it is installed to workstations on that network.

You will provide us notice, in writing or by electronic means approved by us for such purpose, each time you make a permitted copy of Software (except for backup or archival copies) or electronically distribute it to a workstation, indicating the location and date of the copy or distribution. We may audit your site to confirm compliance with this Software License section if you fail to make the reports called for or if we reasonably believe you are using unauthorized copies of Software.

You may not alter, repair, modify or adapt any Software or related Materials, including, but not limited to, translating, reverse engineering, decompiling, disassembling or creating derivative works from it.

You agree to inform our client support unit of all errors, difficulties or other problems with the Software of which you become aware. We will make reasonable efforts to fix or provide workarounds for material reported errors and to provide you with support and consultation concerning the Software. The reasonable effort, support and consultation will be such as we, in our sole discretion, determine. You will cooperate with us in the expeditious resolution of such errors, difficulties or other problems by providing us, on

request, a listing of input, output and all other data which we may reasonably request in order to reproduce operating conditions similar to those present when such errors, difficulties or other problems were discovered.

You may move the Software to another computer replacing the one on which the Software was originally installed or to another site, but only after you give us notice, in writing or by electronic means approved by us for such purpose, specifying the new computer and site. We will have reasonable access to Software while it is at your site to provide assistance or to verify the status or location of Software.

A license to Software and related Materials will terminate automatically if you breach a material term of the license or if the Services for which you are using the Software are terminated. In addition, in the event of a breach of your confidentiality obligations with respect to the Software, we may seek any remedy provided by law or equity.

LIMITED WARRANTY/DISCLAIMERS

You acknowledge that the Software has not been produced to meet your specific requirements and has not been tested in every possible combination and operating environment. You are responsible for satisfying yourself that the Software is satisfactory for your purposes.

You further understand and agree that we make no representation concerning the completeness, accuracy, operation or performance of the Software or its compatibility with any hardware. You acknowledge that the operation of the Software may not be uninterrupted or error-free.

We warrant that the Software will substantially conform to the documentation provided with the Software for a period of 60 days after delivery to you provided that: (i) the Software is used by you in strict compliance with the terms of this Booklet and the related Materials, (ii) the Software is not modified in any way by you and (iii) you promptly notify us and reproduce for us any defects, errors or bugs in the Software. We will use reasonable efforts to correct or work around any Software errors reported by you or, at our discretion, but in any event if our efforts are unavailing, we will accept return of the Software and refund any license fees paid by you.

You agree that the foregoing is your sole and exclusive remedy for breach of warranty and our sole obligation in connection with the performance or operation of the Software and related Materials.

Except as specifically stated above and in the Infringement Indemnity subsection below and notwithstanding any other provision in this Booklet or otherwise, we make no representation or warranty, express or implied, written or oral, and, to the full extent permitted by law, disclaim all other warranties including, but not limited to, the implied warranties of merchantability or fitness for a particular purpose, regarding the Software, the related Materials and all other property, services or rights covered by this Booklet.

To the extent permitted by applicable law, and except as otherwise provided in this section, we will not be liable for damages of any kind arising out of the use of, or inability to use, the Software or accompanying documentation.

You agree that the United Nations Convention on Contracts for the International Sales of Goods will not apply to our provision to you or your use of any Software.

Neither you nor we limit or exclude our liability to the other for death, personal injury, willful misrepresentation, willful default or fraud.

INFRINGEMENT INDEMNITY

Notwithstanding your indemnity of us in the "Protection From Third Parties" section of this Booklet, we will defend at our own expense or settle any action brought against you to the extent it is based on a claim that your use of the Software and/or Materials provided by us to you pursuant to this Booklet infringes any Berne Convention country copyright or any United States of America or United Kingdom patent, trade secret or trademark of any third party, and we will pay all costs and damages finally awarded in any such action.

Our obligation is subject to (i) prompt notice from you of any such claim or action, (ii) your not having made any admission of liability or agreed to any settlement or compromise, (iii) your providing to us, in a prompt and timely manner, the documents, information and assistance we reasonably request, (iv) our having sole control of defending such claim or action, (v) your having used the current version of the Software and Materials, as provided to you by us, in compliance with the terms of this Booklet and the related Materials and (vi) our obligations under this indemnity being our only obligations to you with respect to any infringement claim in connection with your use of the Software.

EXPORT CONTROLS

You understand and acknowledge that our obligations to provide the Software, technical assistance, any media in which any of the foregoing is contained, training and related technical data (collectively "Data") will be subject in all respects to all applicable laws and regulations as shall from time to time govern the export or diversion of certain products and technology to and from certain countries. You warrant and agree that you will comply in all respects with the export and reexport restrictions applicable to the Data shipped to you and will otherwise comply with all applicable laws and regulations governing export and diversion of the Software and technical data in effect from time to time.

SUPPLEMENTAL IMAGE CD-ROM SOFTWARE LICENSE PROVISIONS

This subsection supplements this Software License section with respect to Software we provide you for the Disbursement Image Service under which we provide you with CD-ROMs and shall control in the event of conflict between it and the balance of the Software License section.

We warrant for a period of 45 days after the CD-ROM creation date appearing on the CD-ROM that such CD-ROM itself will be free of defects in material and workmanship. If we provide you a CD-ROM which contains a media defect or is unreadable in its entirety, you must notify us within the 45-day period.

Our disclaimer of warranties in this Software License section applies to CD-ROMs as well as to the Software and related Materials.

You may not electronically distribute the Image CD-ROM Software to any workstation other than the one for which such Software is originally installed on your site.

Notwithstanding anything to the contrary in the Termination section of this Booklet, if a Disbursement Image Service under which we provide you with CD-ROMs is terminated for a reason other than your breach of this Software License section, you may continue to use the Software for such Service after termination of such Service for six months, or for such longer period as we approve, subject to the terms of this Software License section or such other software license agreement as we, at our election, require you to sign for this purpose. At the end of such six-month or longer period, the license for your use of the Software for such Disbursement Image Service will then terminate automatically.

SUPPLEMENTAL IMAGE (POSITIVE PAY) SOFTWARE LICENSE PROVISIONS
This subsection supplements this Software License section with respect to Software we provide you for the Image Positive Pay Service and shall control in the event of conflict between it and the balance of the Software License section.

You may not electronically distribute the CCR (C Compression Routines) Software for Windows 3.1 provided to you in connection with the Image Positive Pay Service to any workstation other than the one for which such Software is originally installed on your site.

TERMINATION

Either you or we may terminate any or all Services upon 30 (60 in the case of Corporate Card Services) calendar days prior written notice to the other party. Notwithstanding the foregoing sentence, we may terminate any or all Services effective immediately, and we will send you notice of the termination, if any of the following occurs:

- You breach any of the terms and conditions in this Booklet or any other agreement with us;
- You terminate, liquidate or dissolve your business or dispose of a substantial portion of your assets;
- You fail generally to pay your debts as they become due;
- You, voluntarily or involuntarily, become the subject of any bankruptcy, insolvency, reorganization or other similar proceeding;
- You initiate any composition with your creditors;
- You experience a material adverse change in your financial condition or your ability to perform your obligations under the terms and conditions in this Booklet; or
- Any guaranty of your obligations to us terminates, is revoked or its validity is contested by the guarantor, or any of the events set forth in the above five bullet points attributable to you occur to the guarantor.

If a Service you are using is terminated for any reason, you will do the following:

- Immediately stop using any Materials relating to the terminated Service;
- Erase or delete any Software we have provided relating to the terminated Service to the extent it is stored in your computers; and
- At our option, either return to us or destroy all Materials relating to the terminated Service and certify to us that you have done so.

These obligations will continue after a Service you are using has been terminated.

Termination of a Service you use does not affect your payment obligations for services we provide to you before the Service is terminated, and any such termination is in addition to our other rights under applicable law and under the terms of this Booklet. Also, termination of any Service you use does not release you or us from any of our respective obligations which arose or became effective before such termination. Upon termination, all amounts owed by you and outstanding will become immediately due and payable.

GLOSSARY OF TERMS

The following are some important terms that appear in this Booklet.

Acceptable Payee. Your name and any other payee name you provide to us as an acceptable payee for checks to be processed under the Lockbox Service.

Account Agreement. The current signature card, International Account Agreement or SAOTC and the publication(s), as amended from time to time, we provide you containing terms and conditions applicable to each deposit, savings or current account for which you use a Service.

Bill Payment Service Provider. Any entity, which may include us, you authorize to deliver payments, remittance information and other related data from your customers to us for the Electronic Bill Payment Consolidation Service.

Business Day. Each day on which the bank or bank office providing or facilitating a Service is open for business related to that Service.

Card. Each plastic charge card which we issue for your Card Account under our Commercial or Corporate Card Services.

Card Account. Each MasterCard or Visa account which we issue to you or to a Cardholder under our Commercial or Corporate Card Services, including an account for which only an account number and no Card is provided.

Cash Advance. Use of a Card Account to obtain cash from a participating financial institution, merchant or ATM, to write a Convenience Check or to obtain items readily convertible into cash, such as money orders, travelers checks, foreign currency, lottery tickets, casino chips and race-track wagers.

Card Administrator. One or more individuals designated by you in writing, as our primary contact for the Card Accounts, who is authorized to take actions necessary or appropriate to maintain the Card Accounts, including without limitation designating persons to receive Card Accounts, receiving communications from us related to the Card Accounts, requesting the closure of Card Accounts and otherwise communicating with us with respect to the Card Accounts.

Cardholder. Your employee or any other person who you designate in writing and who we approve to receive a Card Account or a Commercially Prepaid Card. If you or a Cardholder makes a Commercial Prepaid Card, a Card Account number or Convenience Check available to another party, that person will also be considered a Cardholder.

Check Issuance Request. Using the Check Issuance Service, a message transmitted from you to us requesting us to issue a check on your behalf drawn on either accounts you maintain with us or accounts designated and owned by us.

Collected and Available Funds. Funds in an account equal to the ledger balance minus float which, in our reasonable determination, are not subject to a hold, dispute or legal process preventing their withdrawal.

Commercial Prepaid Card. A pre-paid magnetic strip-based plastic card issue by us for a Cardholder's purchase of goods or services or for cash withdrawals.

Controlled Disbursement Point. Each bank office designated by us through which checks issued under the Controlled Disbursement Service will be cleared or routed.

Convenience Check. A check which we may provide to you to draw on a Card Account.

Deposit Account. One or more demand deposit accounts maintained by you with us and used in connection with our Controlled Disbursement Service.

Depository Transfer Checks (DTCs). Depository transfer checks and preauthorized checks to debit *Receivers'* accounts to accomplish the same purpose as debit Entries. (*Receiver* is defined in the NACHA Rules.)

Effective Entry Date. The date specified, in accordance with the NACHA Rules, on the Entry by the *Originator* on which the *Originator* intends the Entry to be settled. (*Originator* is defined in the NACHA Rules.)

Electronic Funds Transfer Services. ACH Services, International Electronic Funds Transfer Services and Wire Transfer Services.

Entries. Entries has the meaning provided in the NACHA Rules and also includes any data for Entries and any prenotification.

eUCP. The rules for electronic presentation of documents under the UCP.

Fedwire. The funds transfer system owned and operated by the Federal Reserve Banks of the United States of America, but excludes the system for making automated clearing house transfers.

Fedwire Regulations. Subpart B of Regulation J of the Board of Governors of the Federal Reserve System of the United States of America, as amended from time to time.

FX Transaction. A transaction between you and us, permitted under the Electronic Foreign Exchange Service, for the purchase of one currency in exchange for the sale of another currency (including without limitation any foreign exchange spot, swap or outright forward transaction or option), including any transaction that effects the pre-delivery, extension, rollover or splitting of such a transaction.

FX Request. A request by means permitted under the Electronic Foreign Exchange Service to enter into an FX Transaction.

International Account Agreement. A form of Account Agreement used in some countries.

International Electronic Funds Transfer Services. Electronic payment services for transfers to or from your account outside the United States of America or to or from your account in the United States of America to or from an account in a different country. These services include low-value batch payments made according to multiple requests within a single electronic data file. International Electronic Funds Transfer Services exclude ACH Services within the United States of America and exclude Wire Transfer services.

ISP98. The "International Standby Practices 1998" developed by the Institute of International Banking Law & Practice and endorsed and published by the International Chamber of Commerce or such later revision as may be adopted and be in effect on the date the subject standby letter of credit is issued.

Legal Expenses. Reasonable lawyer's fees, allocated costs of staff counsel (unless prohibited by applicable law), fees and expenses of litigation and any other fees and expenses incurred in enforcing any provision of this Booklet.

Lockbox Address. The post office address we assign to you or we accept from you for the Lockbox Service.

Materials. The Software, user identification codes, passwords, codes, keys, test keys, security devices, embedded algorithms, digital signatures and certificates, other similar devices and information, User Documentation and related documentation we provide to you.

NACHA Rules. The rules of the National Automated Clearing House Association (including any other clearing house rules applicable to automated clearing house transactions), as amended from time to time.

Payment Advice. Using the Client-Printed Drafts Services, an electronic message transmitted by you to us advising us that you have created a draft.

Personal Data. Information we receive from you in connection with the Services consisting of an individual's bank accounts or other financial data or identifying a living individual.

PIN. A personal identification number which a Cardholder may receive when activating a Commercial Prepaid Card.

RCK. A "Re-Presented Check Entry" as defined in the NACHA Rules.

Request. A request by means permitted under the relevant Wire Transfer or International Electronic Funds Transfer Service to transfer funds to or from a specified account or beneficiary (including standing instructions) or to amend or cancel a prior request to transfer funds.

Reversal/Deletion Request. A request for a Reversal or a request to delete a previously delivered Entry.

Reversals. Data for reversing Entries.

SAOTC. Each form of Standard Account Opening Terms and Conditions used in certain countries as an Account Agreement.

Security Procedure. Unless we agree otherwise with you, the applicable security procedure described in the Materials for your data delivery type or Service for verifying the authenticity of Entries, Requests, Reversal/Deletion Requests, Payment Advices, Check Issuance Requests, Stop Payment Requests, FX Requests or Tax Payment Instructions.

Service. With respect to a Bank of America Corporation subsidiary bank, a treasury management service provided in a specific Bank location and covered by this Booklet.

Software. The programs and data files provided by us for use on a computer in connection with one or more particular Services.

Stop Payment Request. A message you send us using the Online Stop Payment Services, the Check Issuance Services or the Client-Printed Drafts Services to request that payment be stopped on a check or draft which, in the case of the Online Stop Payment Services, must be drawn on an eligible account you have with us.

Subsidiary. Any entity in which more than 50% of the ownership interest is owned, directly or indirectly, by you. The term "Subsidiary" does not include affiliates or other entities in which 50% or less of the ownership interest is owned, directly or indirectly, by you.

Supplier. Any private or common carrier communication or transmission facility, any time-sharing supplier or any mail or courier service.

SWIFT. The international electronic message-transfer service known as the Society for Worldwide Interbank Financial Telecommunication.

Tax Payment Instruction. An instruction by means permitted under the relevant Tax Payment Service to pay any taxes using any of the tax forms specified in the applicable User Documentation.

Transaction. The purchase or reservation of goods or services or a cash advance made or facilitated by use of a Stored Value Card, a Commercial Card, Convenience Check or Card Account.

UCC 4A. Article 4A of the Uniform Commercial Code - Funds Transfers, as adopted by the state in the United States of America whose law applies to a Service, as amended from time to time.

UCP. The Uniform Customs and Practices for Documentary Credits, 1993 Revision, ICC Publication No. 500 or such later revision as may be adopted by the International Chamber of Commerce and be in effect on the date the subject letter of credit is issued.

Unauthorized Use. Use of a Card Account, Card or Convenience Card by a person (i) who is not your Cardholder, employee or agent, (ii) who does not have actual, implied or apparent authority to use the Card Account and (iii) whose use does not benefit you directly or indirectly.

Uniform Rules for Collections. The Uniform Rules for Collections, ICC Publication No. 522, or such later revision as may be adopted by the International Chamber of Commerce and be applicable to a collection.

User Documentation. Any written information we provide you, including information in electronic format, as amended from time to time, which contains detailed instructions regarding the use of a Service, as provided by a particular banking center or office. User Documentation may vary from one jurisdiction to another. Current User Documentation is available upon your request.

Exhibit C
Remote Deposit Service Amendment to Treasury Terms and Conditions

Bank of America

Remote Deposit Service Amendment to the Terms and Conditions

This Amendment ("Amendment") is to the Treasury Services Terms and Conditions Booklet or the Cash Management Services Terms and Conditions Booklet executed by you (the "Booklet"). Terms used but not defined in this Amendment will have the meanings given to them in the Booklet. The purpose of this Amendment is to describe the terms and conditions under which we will provide you with the Remote Deposit Service, as described below. Subject to our specific approval, you may use our Remote Deposit Service under the following terms and conditions once you have signed the Authorization and Agreement signature page for the Booklet and this Amendment, and completed any set up forms and testing requirements for the services.

REMOTE DEPOSIT SERVICE

The Remote Deposit Service allows you to create or have created on your behalf an Image, Paper Image or an IRD from an Electronic Image of an original paper checks, as described in the applicable User Documentation.

CLIENT RESPONSIBILITIES

You acknowledge that certain software may be made available to you to assist us in providing you this Remote Deposit Service ("Software"). You understand that you are responsible for capturing and sending fully legible copies of the original paper check or Electronic Image which will be created as a Paper Image or IRD.

Prior to sending us an Electronic Image transmission, you and we must agree on image and transmission standards as more fully described in the applicable User Documentation. It is your responsibility to use check imaging equipment acceptable to us as specified to you from time to time ("Hardware") to be installed at your site in order to use the Remote Deposit Services. The terms and conditions pursuant to which the Hardware is obtained, installed and maintained shall be as agreed between you and the vendor and/or lessor of such Hardware and we assume no responsibility therefore.

You shall pay Bank for the amount of any returned IRDs or returned Images (including rejected IRDs or rejected Images) or any claims for adjustments accepted by Bank, for any IRD or Image which Bank has previously credited to your account. Such amounts shall be charged as returns to your account and are immediately due and payable by you to us. Returned IRDs and returned Images appear on your reports to the extent agreed between you and us. Certain returned IRDs and returned Images shall be redeposited, if you have a separate Reclear Service agreement or arrangement with us. Any IRD created and deposited to your account must comply with all requirements mandated by Check 21.

Except as provided herein, for any IRD created under this Remote Deposit Service, you give the same representations, warranties and indemnities to us that we, as reconverting bank, give under 12 CFR Parts 229.52 and 229.53 of Check 21 regulations or any successor legislation. With respect to any Image forward presented by us after your deposit, in paper check or Image form, in your account, you give the same representations, warranties and indemnities to us that we, as sending bank, give pursuant to the image exchange rules, including any applicable clearing house rules and/or regulations that govern us. With respect to Images sent by you to us under this Service, your warranties include warranties that the Image accurately represents all the information on the front and back of the original check as of the time the original check was truncated, the MICR-line information contains all information needed for a substitute check or draft, and any transmission to us from you complies with the specifications described in the applicable User Documentation. You agree to indemnify us and any receiving parties that suffer losses as a result of receiving the substitute instead of the original, or receiving duplicate items, whether in paper or Image form. You understand you are responsible for capturing and sending fully legible copies of the item which may be created as an IRD or Image. Notwithstanding the foregoing, if Software provided by us operates in a manner which causes you to breach any warranties under Check 21, in spite of your exercise of reasonable care, you shall report such Software issues to us as soon as reasonably practicable, and as more fully described in the applicable User Documentation, and we will not hold you responsible for such breach of warranty.

CLIENT RESPONSIBILITIES (continued...)

Notwithstanding the preceding paragraph, you acknowledge that we will apply and be responsible for (i) the appropriate endorsement of the bank of first deposit, if applicable, as more fully described in the applicable User Documentation for each printed IRD and each Image (for items collected by image exchange); (ii) the appropriate legend of legal equivalency on the front of the printed IRD; and (iii) appropriate language identifying the reconverting bank if we do not clear your electronic image transmission through image exchange.

If you have captured Images from checks, you agree that you will securely store, safeguard and securely destroy items as set forth in the applicable User Documentation.

SECURITY PROCEDURE

You agree to use the Security Procedures, if any, when you make requests or take actions with regard to the Service. The purpose of the Security Procedures is to verify the authenticity of the request or action and not to detect errors in the transmission or content of any Image or IRD. Each time you use a Service, you represent and warrant to us that it has determined that, in view of your requirements, the Security Procedure is a satisfactory method of verifying the authenticity of the relevant requests or actions. You agree that we may act upon any request or action of you, the authenticity of which has been verified through the use of the Security Procedures.

ADDITIONAL TERMINATION PROVISIONS

If the Remote Deposit Service is terminated for any reason, you will immediately return the Software we provided you relating to this Service. Termination of the Remote Deposit Service shall not affect any payment or other obligations that you may have to any vendor, lessor, or other third party with respect to the Hardware.

ADDITIONAL SOFTWARE LICENSE PROVISIONS

You will notify us, in writing, of each location the Software, if applicable, is installed on your or your agent's site. You may move this Software to another site, but only after giving us written notice of the new site location.

SUPPLEMENTAL GLOSSARY

Check 21. The Check Clearing for the 21st Century Act, 12 CFR 229 or any successor legislation. Any IRD created and deposited in your account must comply with all requirements mandated by Check 21.

Electronic Image. An image conforming to the applicable industry standards for Images.

Image. An Electronic Image or Paper Image. With regard to an Image of an original paper check, you agree that the check Image that is deposited with us under the Remote Deposit Service shall be a "check" and/or an "item" (as applicable) for all purposes under this Amendment, any agreement between you and us relating to the collection of checks generally, the Uniform Commercial Code, the Expedited Funds Availability Act, Regulation CC, any other federal or state check law, and federal and clearinghouse rules, to the same extent as that original is a "check" or an "item" as applicable.

IRD. An Image Replacement Document or substitute check, as set form in Check 21, which provides that a properly prepared substitute check that meets the requirements for legal equivalence is the legal equivalent of the original for all purposes.

Paper Image. An Image that is a paper reproduction of the related physical check (the original paper item or substitute check created from an image of the original paper item) created with image technology.

REMOTE DEPOSIT SERVICE AMENDMENT TO THE TERMS AND CONDITIONS			
Date:			
			(CLIENT'S LEGAL NAME)
			City of Las Vegas
			By:
			(Signature)
			(Print Name)
			Mark Vincent
			Chief Financial Officer
			(Print Title)

Exhibit D
Commercial Automated Investment Account

_____ (the "Client") and Bank of America, N.A. ("Bank of America") hereby agree to establish one or more Commercial Automated Investment Accounts (each, an "Investment Account") for the Client upon the following terms:

1. **The Client Agreement.** This Client Agreement for Commercial Automated Investment Account, together with each Investment Selection Form for the investment options selected by the Client (each, an "Investment Option") and each Secondary Investment Addendum completed by the Client, if any, comprise the "Agreement". The Investment Selection Form contains important information about the risks of the investment option selected by Client, as well as additional terms and conditions which relate to such investment option.

2. **Checking Account.** For each checking account which the Client maintains in its name with Bank of America and identifies on an Investment Selection Form (a "Checking Account"), Bank of America will establish in the Client's name a commercial automated investment account ("Investment Account"). For the investment described in a given Investment Selection Form (the "Investment "), the Client may maintain more than one Checking Account. Each Checking Account is governed by the terms and conditions set forth in the Bank of America Deposit Agreement and Disclosures, as amended from time to time.

3. **Investment of Excess Funds.** Beginning a reasonable time after the date Bank of America receives both this Agreement, properly executed by the Client, and a certificate confirming the Client's authority to enter into the Agreement, amounts from each Checking Account will be transferred to and from its specified Investment in accordance with the following procedures:

   (a) At the end of each banking day, upon the completion of the process of posting, Bank of America will determine the amount by which the collected balance in each Checking Account exceeds its respective target collected balance ("Target Balance") established jointly by Bank of America and the Client. The initial Target Balance for each Checking Account is set forth in its respective Investment Selection Form(s). The amount by which the collected balance in the Checking Account at the end of each banking day exceeds the Target Balance for such Checking Account (as adjusted from time to time) is hereinafter called the "Excess Funds Amount". Subject to the terms in subparagraph b for Money Market Fund and Repurchase Agreement Investments, the Excess Funds Amount will be applied to the Investment.

   (b) Money Market Funds and Repurchase Agreements have cut-off times for the placement of purchase and redemption/repurchase orders that are earlier than Bank of America's close of business. In order to provide same-day investment of your excess funds in a Money Market Fund or Repurchase Agreement Investment Option, Bank of America must place, on behalf of all clients investing in a particular Investment Option through their respective investment accounts and on behalf of itself, an aggregate net purchase or redemption order for Money Market Fund shares and/or an aggregate net purchase or repurchase order for securities underlying a Repurchase Agreement before the close of Bank of America's business day. Bank of America then will allocate the individual purchase and redemption/repurchase amounts of each such client as of the close of business, when the final collected Checking Account balances of each client are determined for that business day.

   Accordingly, for the Client and all other clients investing in a Money Market Fund and/or a Repurchase Agreement through an investment account, Bank of America will set a daily cut-off time at which time it will estimate the amount by which, for each banking day, the anticipated collected balance in each Checking Account as of the completion of the process of posting at the end of the banking day (the "Anticipated Collected Balance") will exceed or fall below its respective Target Balance.

   If the Anticipated Collected Balance exceeds the Target Balance, Bank of America will add the amount of the excess to its net purchase (or deduct it from its net redemption or net repurchase, as the case may be) for that banking day. If the Anticipated Collected Balance is less than the Target Balance, Bank of America will deduct the amount of the difference, up to the amount of Client's then current Money Market Fund or Repurchase Agreement balance, as the case may be, from its net purchase (or add it to its net redemption/repurchase) for that banking day. Bank of America, in its sole discretion, will also include in its daily net transaction for each Money Market Fund and for Repurchase Agreements an additional amount which will serve as a reserve against underestimation of the aggregate of Anticipated Collected Balances from all clients investing in such Money Market Fund or Repurchase Agreements through investment accounts (the "Residual Amount"). Individual client purchase and redemption/repurchase amounts are then allocated by Bank of America after the close of each banking day in accordance with the following procedures.

   Following the close of each banking day, Bank of America will determine the amount by which the actual collected balance in a Checking Account is greater or less than its respective Target Balance. The amount by which the business day-end collected Checking Account balance exceeds the Target Balance will be treated as the Client's Money Market Fund or Repurchase Agreement purchase for the respective Checking Account for that day (the "Excess Funds Amount") and will be added to the Client's Investment balance for such Checking Account. If the Client's business day-end collected Checking Account balance is less than its respective Target Balance, the amount of the difference, up to the Client's available Money Market Fund or Repurchase Agreement balance, will be treated as the Client's Money Market Fund redemption or Repurchase Agreement repurchase, as the case may be, for the respective Checking Account for that day and will be subtracted from the Client's Investment balance.

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(c) In the event that Bank of America's aggregate purchase of Money Market Fund shares or underlying securities for Repurchase Agreements, including the Residual Amount and net of any redemptions or repurchases, as the case may be, is insufficient to cover the aggregate of the Excess Funds Amounts for all clients investing in such Investment Option on such banking day, the amount of the difference will be proportionately allocated among clients by Bank of America as reductions in the amount of each client's purchase order that banking day. (If the Client has multiple Investments in such Investment Option, such allocation to the Client will then be allocated pro rata among its related Investment Accounts.) Any such deducted amount will not be invested in the Investment Option or earn dividends or interest that banking day. In the event that the respective Residual Amount exceeds the amount necessary to cover all client purchases of Money Market Funds or Repurchase Agreements on any banking day, Bank of America will hold the remainder amount for its own account.

(d) The Client understands and agrees that a Target Balance may be adjusted from time to time with the mutual consent of the Client and Bank of America. Bank of America will notify the Client of any Target Balance adjustment.

(e) If the Client designates two or more Checking Accounts for investment in one or more Investment Options, Bank of America will aggregate each day the Excess Funds Amounts for those Checking Accounts for purposes of determining the tiered net interest/dividend rate which will be paid to the Client on each Investment, even if each Investment is made in a different Investment Option. Such aggregation is for interest/dividend rate calculation purposes only. The Excess Funds Amount of each such Checking Account will still be invested in a separate Investment.

With multiple Checking Accounts being invested, the Client must specify, on an Investment Selection Form for an Investment Option in which one of the Checking Accounts is being invested, a "Master Account" for which Bank will issue a consolidated monthly statement reflecting the aggregate Excess Funds Amounts for all such Checking Accounts. The Client must still complete a separate Investment Selection Form for each Investment Option selected by the Client.

(f) The Client may elect to have the Excess Funds Amount for any given Checking Account split between investments in two different Investment Options. The Client must designate such Checking Account on the Investment Selection Forms for both Investment Options and must complete a Secondary Investment Addendum indicating the primary and secondary Investment Options. In the Form for the primary Investment Option, the designation must indicate that the Excess Funds Amount will first be invested in such Option but only up to a specified maximum amount. The amount of the Excess Funds Amount exceeding each specified maximum will be invested in the designated secondary Investment Option.

Such a split investment will constitute two separate Investments, each with its separate investment confirmation. Investment of the Excess Funds Amount for a given Checking Account may not be split more than two ways and may not, in any event, be split between two or more Money Market Fund Investments.

(g) The Client authorizes Bank of America to purchase and liquidate or redeem an Investment as provided in its respective Investment Selection Form and this Agreement and transfer the proceeds of any whole or partial liquidation or redemption of such Investment to its respective Checking Account.

4. **Yield.** The interest rate (for Repurchase Agreements and Eurodollar deposits) or dividend rate (for Money Market Funds) to be paid to the Client on any Investment will be the opening overnight $5,000,000 rate established each day by Bank (the "Base Rate"), less the Bank remuneration percentage as in effect from time to time.

The Base Rate will be set by Bank each morning, and will be an approximation of the rate Bank expects to pay on overnight $5,000,000 transactions in the Investment Option purchased that day in local financial markets. In the case of the Repurchase Agreement Investment Option, the interest rate paid to the Client is not that of the underlying security, and any and all interest paid on the underlying securities will accrue to the benefit of Bank and not to the Client. Any gain or loss in the market value of the underlying securities in such case will inure solely to the benefit or detriment of Bank.

5. **Amendment Upon Notice.** Bank of America has the right to amend this Agreement at any time, provided that any such amendment will take effect on the 10th day following the mailing by Bank of America by regular mail to the Client of a notice of the terms of such amendment.

6. **Assignment.** This Agreement may not be pledged, transferred or assigned by the Client, but may be assigned by Bank of America.

7. **Best Efforts to Invest and Liquidate.** Bank of America will have no liability to the Client for lost income or otherwise if Bank of America is unable in its best efforts, to invest the Excess Funds Amount, to liquidate or redeem an Investment pursuant to this Agreement, or because of the unavailability of any Investment or for any other reason. For Money Market Fund and Repurchase Agreement Investments, Bank of America will utilize such methodologies as it may deem necessary or appropriate in its sole discretion from time to time to estimate the amount of Anticipated Collected Balances. However, Bank of America shall have no liability for any under-investment of Client funds resulting from its estimation of Anticipated Collected Balances.

8. **Service Fee.** The Client agrees to pay Bank of America a monthly fee in an amount as set forth in Bank of America's fee schedule as it may change from time to time.

9. **Termination.** Either the Client or Bank of America may terminate this Agreement. Termination by the Client shall be effective two business days after written notice of termination is received by Bank of America. Termination by Bank of America shall be effective

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two business days after written notice is hand-delivered or mailed registered or certified mail, or by special courier, postage prepaid, to the Client's address contained at the end of this Agreement.

10. **Authority.** The Client represents and warrants to Bank of America that all necessary corporate or other action required to authorize the Client to enter into this Agreement has been taken, and is evidenced by the certificate attached to this Agreement, that the undersigned individual has full authority to execute this Agreement on behalf of the Client, that the execution and performance of this Agreement does not contravene the Client's charter, bylaws, partnership agreement, or any agreement to which the Client is a party or by which it is bound, and that Client's use of the services under this Agreement and Client's performance of this Agreement are and shall be in full compliance with any and all laws, regulations, judgments, decrees and/or orders applicable to Client. Bank of America represents and warrants to the Client that necessary corporate or other action has been taken to authorize this Agreement, the undersigned individual has full authority to execute this Agreement on Bank of America's behalf, and this Agreement does not contravene its charter or by-laws.

11. Client acknowledges that Client is not relying on any communications (written or oral) by Bank of America or any of Bank of America's officers, employees or agents as investment advice or as a recommendation to enter into an Investment, it being understood that information and explanations related to the terms and conditions of any Investment shall not be considered investment advice or a recommendation to purchase such Investment. No communication (written or oral) received from Bank of America shall be deemed to be an assurance or guarantee as to the expected results of the Investment.

12. **Indemnification and Liability.** If Bank of America refers this Agreement to its attorneys for collection or enforcement, the Client shall pay Bank of America's attorneys' fees and other costs of collection or enforcement. The Client shall indemnify, defend and hold Bank of America harmless from and against any and all claims of any person which might arise or result from, or in any way relate or pertain to, actions taken or not taken by Bank of America pursuant hereto. Bank of America shall not be liable for any failure to perform or delay in the performance of the services provided for under this Agreement due to any causes beyond its control, including, but not limited to, riots, fires, floods, acts of God or public enemies, degradation or interruption of telephone or other communication service, utility power outages or surges, or unusually severe weather conditions. The Client agrees that Bank of America shall not be liable on account of any action, omission or information in connection with any Investment, except for Bank of America's gross negligence or willful misconduct.

13. **Monthly Investment Account Statement.** Bank of America will furnish to the Client monthly statements of each Investment Account. The Client agrees that the form and timing of the periodic statements are acceptable to the Client as confirmation of the Investments. The Client understands that, under applicable law, if the Client retains investment discretion, the Client is entitled to receive, at no extra cost, a written notification at or before completion of each Money Market Fund and Repurchase Agreement Investment transaction which lists Bank of America's remuneration for such transaction or, if Bank uses a registered broker-dealer's confirmation, a copy of such confirmation within one business day from Bank's receipt thereof. The Client agrees to waive this right, although Bank of America will provide to the Client a written notification (not including disclosure of Bank of America's remuneration) at or before completion of each Repurchase Agreement Investment Transaction.

14. **Monthly Master Account Statement**. Bank of America will also generate a monthly consolidated account statement for any Checking Account identified as a Master Account. Client understands that the aggregate Excess Funds Amounts from all the Checking Accounts, together with the account number, account name, and other information appropriate to such a statement will appear on the consolidated statement. However, for consolidated Investments in different Investment Options, such statement will not show a consolidated average investment rate or each separate Investment.

15. **Miscellaneous.** The foregoing terms and conditions of this Agreement constitute the entire understanding of the parties with respect to the subject matter hereof. If an Investment is a Repurchase Agreement, this Agreement will be governed by and interpreted, construed and enforced under the internal laws of New York with respect to such Investment. If an Investment is any type other than a Repurchase Agreement, this Agreement will be governed by and interpreted, construed and enforced under the laws of the State of _____ with respect to such Investment.

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Accordingly, the Client and Bank of America have executed this Agreement under seal as of this _____ day of _____, 200__.

CLIENT

City of Las Vegas

(CLIENT'S LEGAL NAME)

Title: _____

(Print or Type)

[Signature]

By: _____

Name: Mark Vincent, Chief Financial Officer

(Print or Type)

Client's Address

City of Las Vegas

Manager, Purchasing and Contracts

400 Stewart Avenue, First Floor

Las Vegas, Nevada 89191-2986

BANK

Bank of America, N.A.

(BANK NAME)

By: _____

(Signature)

Name: _____

(Print or Type)

Title: _____

(Print or Type)

Bank's Address for Notices:

Bank of America, N.A.

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Bank of America

Repurchase Agreement Investment Selection Form

Checking Account Number[1]	Initial Target Balance
_____	$ _____
_____	$ _____
_____	$ _____
_____	$ _____
_____	$ _____

Master Account Number: _____

REPURCHASE AGREEMENTS ARE NOT DEPOSITS WITHIN THE MEANING OF THE FEDERAL DEPOSIT INSURANCE ACT (12 U.S.C. 1813(l)), ARE NOT INSURED OR GUARANTEED BY THE U.S. GOVERNMENT, THE FDIC OR ANY OTHER GOVERNMENT AGENCY, AND INVOLVE INVESTMENT RISK, INCLUDING POSSIBLE LOSS OF PRINCIPAL. IF A RECEIVER WERE APPOINTED FOR BANK OF AMERICA, THE CLIENT WOULD HAVE AN OWNERSHIP INTEREST IN THE SECURITIES SOLD TO THE CLIENT THAT ARE DESCRIBED IN THE APPLICABLE TRADE CONFIRMATION OR, IF THE TRANSACTION WERE DEEMED TO BE A LOAN, THE CLIENT WOULD BE A SECURED CREDITOR AND HAVE A PERFECTED INTEREST IN SUCH SECURITIES.

1. This Investment Selection Form contains terms and conditions which relate to the purchase by the Client, under the Client Agreement for Commercial Automated Investment Account dated _____, 200__, of one or more Investments. Each Investment is a Repurchase Agreement. The terms and conditions contained in this Investment Selection Form are part of the Agreement, and capitalized terms used herein and not otherwise defined have the meanings ascribed to them in the Agreement.

2. Under a Repurchase Agreement, at the end of processing on each business day, Bank of America will sell to the Client securities that are generally direct obligations of Government Sponsored Enterprises or may be direct obligations and guaranteed by the United States Government or an agency thereof (the "Underlying Securities") in the amount of the Excess Funds Amount. Bank of America has no right of substitution with respect to the Underlying Securities that are sold to the Client.

3. The Client's interest in the Underlying Securities shall be repurchased by Bank of America at the opening of the banking day next succeeding the day the Excess Funds Amount was invested (the "Maturity Date") for an amount equal to the Excess Funds Amount invested therein plus interest at the annual rate described herein on the Excess Funds Amount from the date of investment to the Maturity Date (the "Repurchase Price"). Each Repurchase Price shall be transferred to its respective Checking Account. The obligation to pay the Repurchase Price is an obligation of Bank of America. Bank of America's general banking assets most likely will be used to pay the Repurchase Price, rather than sale of the Underlying Security.

4. The Client hereby appoints Bank of America's Safekeeping Department (or its designee) as the Client's custodian of the Underlying Securities as they pertain to this Agreement. On each day that an Excess Funds Amount is invested pursuant to this Agreement, Bank of America shall maintain records that identify the Client, each Excess Funds Amount invested and the issuer, maturity date, coupon rate, par amount, market value and the CUSIP or pool number (if applicable) of the Underlying Securities. Bank of America shall provide the Client a confirmation for each Underlying Security or portion thereof transferred to the Client. Bank of America expressly intends that the name, "Bank of America, N.A." is printed on confirmations to authenticate them. It is the express intention of the Client and Bank of America that each confirmation sent to the Client pursuant to this Agreement shall constitute a supplement to, and be considered and construed as a part of, this Agreement (whether or not any such confirmation is attached to this Agreement), such that the Agreement and all such confirmations shall constitute one agreement.

5. The interest rate paid to the Client is not that of the Underlying Security. Any and all interest paid on the Underlying Securities will accrue to the benefit of Bank of America and not to the Client. Any gain or loss in the market value of the Underlying Securities will inure solely to the benefit or detriment of Bank of America.

[1] If the Client wishes to list more than five Checking Accounts for investment in a Repurchase Agreement, the Client should attach a supplemental sheet listing the additional Checking Accounts in the same format as above. If the Client lists two or more Checking Accounts on this Form alone or in conjunction with one or more other Investment Selection Forms, the Client must specify here (or on one of the other such Forms) which account will serve as the Master Account for purposes of a consolidated monthly statement. If a Checking Account excess balance is to be split between two Investments, the Client must list such Account on the Investment Selection Form for each Investment and on the Secondary Investment Addendum for such Checking Account.

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6. Although Bank of America and the Client intend that the transactions hereunder be sales and purchases of the Underlying Securities and not loans, in the event that any transactions are deemed to be loans, Bank of America shall be deemed to have pledged to the Client as security for the loans, and shall be deemed to have granted the Client a security interest in, the Underlying Securities sold to the Client with respect to all loans hereunder and all proceeds thereof. The Client may become an unsecured creditor of Bank of America to the extent that the market value of such Underlying Security falls below the amount invested. When Bank of America credits each Repurchase Price to the respective Checking Account as set forth in Section 3 above, any security interest of the Client in the Underlying Securities will terminate.

7. If, on the Maturity Date, Bank of America cannot or does not complete the repurchase provided for in Section 3, or if a receiver is appointed for Bank of America, Bank of America will be in default hereunder. Immediately upon default by Bank of America, Bank of America will (1) notify the Federal Reserve Bank where the Underlying Securities are held in book entry form, (2) transfer the Underlying Securities to a custodian, for the custodian to hold for the benefit of the Client (to satisfy Bank of America's obligation to effect the repurchase), and (3) notify the Client of such default. Bank of America's obligation upon default described above will be specifically enforceable by the Client. It is understood that the Client's right to liquidate Underlying Securities or to exercise any other remedies pursuant to this paragraph is a contractual right to liquidate such Underlying Securities as described in 12 U.S.C. Section 1821(e)(8). If a receiver is appointed for Bank of America, the Client could experience costs and delays in liquidating the Underlying Security and may incur a loss if the value of the Underlying Security declines during this period.

8. The terms hereof should be read in conjunction with the certified financial statements of Bank of America Corporation and the most recent call report of Bank of America which are available upon request.

9. All transactions will be in compliance with the applicable requirements of the federal Government Securities Act of 1986, 15 U.S.C. Section 78o-5, and implementing regulations.

   These Securities (Repurchase Agreements) are offered for sale pursuant to an exemption from registration under federal and state securities laws. Neither the Securities and Exchange Commission nor any state commissioner has passed in any way upon the merits of, recommended, or given approval to these Securities. Any representation to the contrary is a criminal offense.

Date: _____

CITY OF LAS VEGAS
(CLIENT'S LEGAL NAME)

By: _____
(Signature)

Name: Mark Vincent
(Print or Type)

Title: Chief Financial Officer
(Print or Type)

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Authorization and Agreement Certification

The undersigned certifies that the signature appearing for the Client on the Client Agreement for Commercial Automated Investment Account, dated _____, 200__, between _____ (the "Client") and Bank of America, N.A., is a true signature of a person authorized to execute such Agreement on behalf of the Client, and further certifies that the undersigned has full authority to execute this certification. Bank of America is entitled to rely upon this certification until written notice of its revocation is delivered to Bank of America.

Guidelines for completion: If the Client is a corporation, the chairman, president, chief executive officer, chief financial officer, treasurer, corporate secretary or an assistant corporate secretary who did not sign the Agreement must sign this Certification; if the Client is a partnership, limited liability company or limited liability partnership, one of the general partners or members must sign this Certification; if the Client is a governmental entity, the entity's counsel must sign this Certification. Sole proprietors do not need to complete this Certification.

Date: _____

CITY OF LAS VEGAS
(CLIENT'S LEGAL NAME)

By: _____
(Signature)

Name: _____
(Print or Type)

Title: _____
(Print or Type)

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Exhibit E
Earnings Credit Rate (ECR) Calculations

Form G – Supporting Calculations

EARNINGS CREDIT RATE

Please provide the Earnings Credit Rate proposed and detail how it is calculated (ex: Fed Funds +/- 20 basis points). Also, please provide the actual 12 month history of the proposed earnings credit rate:

Bank of America will offer two Earnings Credit Rate (ECR) options to the City. The City may elect to change options during the contract, up to a maximum of three times per year. The two options are as follows:

- 91 Day UST Bill – This ECR option is based on the previous month's 91 day US Treasury Bill auction average. It lags by one month and is set at the monthly average of the previous month's weekly UST Bill auctions. Historical rates for this ECR option are shown below.
- ECR Plus – This is an ECR rate that was instituted by Bank of America in the fall of 2008 when the UST Bill based ECR rates fell to near zero percent. It is a managed rate, meaning that it is set by the Bank and is not tied to a market index. This rate may vary at the bank's discretion and is designed to be in line with other bank's managed ECR rates. A history of this rate, since its inception, is shown below.

Month	UST Bill Based ECR	ECR Plus
September, 2008	0.95%	--
October, 2008	0.50%	--
November, 2008	0.50%	--
December, 2009	0.40%	--
January, 2009	0.40%	--
February, 2009	0.40%	--
March, 2009	0.40%	--
April, 2009	0.40%	0.70%*
May, 2009	0.40%	0.70%
June, 2009	0.40%	0.70%
July, 2009	0.35%	0.70%
August, 2009	0.35%	0.70%

* Bank of America instituted ECR Plus on April 15, 2009

BALANCE REQUIRED TO SUPPORT $1.00 OF SERVICES

Please provide calculation:

1/(Earnings Credit Rate x Number of Days in Month/365) comes out to
($1.00/(0.0060 X 30)/365) = $2,027.77

Schedule A
PRICING FOR BANKING SERVICES

Section 4– Pricing
(a) Form C - Pricing for Banking Services
BANK: Bank of America

AFP CODE	BANKING SERVICE	AVERAGE MONTHLY VOLUME	PROPOSER'S MONTHLY	ESTIMATED MONTHLY FEE
	GENERAL ACCOUNT SERVICES			
01 0131	ARP Duplicate Statement	1	$0.000	$0.00
01 0000	Account Maintenance-Chexstor	29	$8.000	$232.00
01 0000	DDA Stmt W/Image Premium-Mthly Base	1	$0.000	$0.00
01 0021	Zero Balance Monthly Base	1	$20.000	$20.00
2 0021	Zero Balance Subsidiary Account	21	$5.000	$105.00
01 0101	Credits Posted	3,053	$0.100	$305.30
01 0101	Cont Disbursement Credit Posted-OH	21	$0.450	$9.45
	LOCKBOX SERVICES			
05 0112	Wholesale Lockbox Rough Sort	3,197	$0.350	$ 1,118.95
05 0412	Wholesale Lockbox Package Overnight Delivery	37	At Cost	
05 0331	Wholesale Lockbox Custom Report	54	N/A	
05 0000	Wholesale Lockbox Check Photocopy	504	$0.050	$ 25.20
05 0000	Wholesale Lockbox Monthly Base AZ	1	$75.000	$ 75.00
05 0003	Wholesale Lockbox Mthly Base Additional Box AZ	1	$75.000	$ 75.00
05 0100	Wholesale Lockbox Remit Processed Basic AZ	3,167	$0.270	$ 855.09
05 0530	Wholesale Lockbox Remit Reject AZ	167	$0.200	$ 33.40
05 0124	Wholesale Lockbox Data Capture AZ	68,889	$0.007	$ 482.22
05 9999	Wholesale Lockbox Custom Processing	5	$1.000	$ 5.00
05 0400	Wholesale Lockbox Transmission Mthly Base	2	$100.000	$ 200.00
05 0000	Wholesale Lockbox Remit Processed Express Mail	17	$3.000	$ 51.00
05 011 R	Wholesale Lockbox Image Storage	15,008	$0.040	$ 600.32
05 011 R	Wholesale Lockbox Image Retrieval	746	$0.040	$ 29.84
05 011 R	Wholesale Lockbox Document Scanned	5,852	$0.040	$ 234.08
05 0401	Retail Lockbox Transmission Item	24,863	$0.020	$ 497.26
05 0000	Retail Lockbox Remit Rough Sort	3,392	$0.350	$ 1,187.20
05 0000	Retail Lockbox Item Proc Overnight Mail	151	$3.000	$ 453.00
05 0000	Retail Lockbox CD ROM Image Mthly Base	4	N/A	
05 0000	Retail Lockbox CD ROM Image	43,463	$0.020	$ 869.26
05 0405	Retail Lockbox CD ROM	12	$5.000	$ 60.00
05 0412	Retail Lockbox Package Express Mail Delivery	60	N/A	
05 0401	Retail Lockbox Transmission Base	2	$100.000	$ 200.00
05 0010	Retail Lockbox Monthly Base AZ	2	$75.000	$ 150.00
05 0401	Retail Lockbox Transmission Base	2	$100.000	$ 200.00
05 0010	Retail Lockbox Monthly Base AZ	2	$75.000	$ 150.00
05 0200	Retail Lockbox Matched Item AZ	15,313	$0.270	$ 4,134.51
05 0201	Retail Lockbox Unmatched AZ	4,641	$0.270	$ 1,253.07
05 0202	Retail Lockbox Multiple Item AZ	3,095	$0.270	$ 835.65
05 0000	Retail Lockbox Check Only AZ	1,814	$0.270	$ 489.78
05 0530	Retail Lockbox Reject Item AZ	962	$0.200	$ 192.40
05 0013	Retail Lockbox Mthly Base Additional Box AZ	3	$75.000	$ 225.00
	DEPOSITORY SERVICES			
100100	Cash Vault Monthly Base	119	$0.300	$35.70
10 0199	Cash Vault Return Dup Deposit Ticket	7	$2.000	$14.00
10 0015	Cash Vault Cash Deposit Night Drop / $1	1,775	$0.060	$106.50
10 0111	Cash Vault Coin Deposit-Partial/Mix Bag	119	$2.000	$238.00
100144	Cash Vault Coin Furnished - Rolled	11	$0.040	$0.44
10 0146	Cash Vault Coin Furnished-Std Box	27	$0.040	$1.08
10 0142	Cash Vault Cash Order-Standing Inst	4	$1.000	$4.00
10 0141	Cash Vault Cash Order-Touchtone	3	$1.000	$3.00
10 0140	Cash Vault Cash Order-Call IN	0	$1.000	$0.00

Section 4– Pricing
(a) Form C - Pricing for Banking Services
BANK: Bank of America

AFP CODE	BANKING SERVICE	AVERAGE MONTHLY VOLUME	PROPOSER'S MONTHLY	ESTIMATED MONTHLY FEE
10 0199	Cash Vault Currency/Coin Deposited	1,847,088	$0.000	$507.95
10 0148	Cash Vault Currency Furnished-Nonstandard	2,310	$0.080	$184.80
100199	Cash Vault Currency Furnished	6,117	$0.050	$305.85
10 0220	Deposited Checks - On Us	316	$0.015	$4.74
10 0221	Deposited Checks - WFB Affiliates	18	$0.025	$0.45
10 0222	Deposited Checks - Local Clearing	121	$0.025	$3.03
10 0225	Deposited Checks – Regional	903	$0.025	$22.58
10 0224	Deposited Checks – Transit	153	$0.025	$3.83
10 0220	Deposited Checks Cash Vault - On Us	2,605	$0.015	$39.08
10 0221	Deposited Checks Cash Vault-WFB Affiliates	827	$0.025	$20.68
10 0223	Deposited Checks Cash Vault – Local	348	$0.025	$8.70
10 0222	Deposited Checks Cash VLT-Local Clearing	1,652	$0.025	$41.30
10 0225	Deposited Checks Cash Vault-Region	6,726	$0.025	$168.15
10 0224	Deposited Checks Cash Vault-Transit	4,789	$0.025	$119.73
10 0220	Deposited Checks Retail Lockbox - On Us	3,748	$0.015	$56.22
10 0221	Deposited Checks Retail Lockbox - WFB Affiliate	0	$0.025	$0.00
10 0222	Deposited Checks Retail Lockbox - Local	0	$0.025	$0.00
10 0222	Deposited Checks Retail Lockbox -Local Clearing	3,910	$0.025	$97.75
10 0225	Deposited Checks Retail Lockbox – Regional	6,834	$0.025	$170.85
10 0224	Deposited Checks Retail Lockbox – Transit	4,342	$0.025	$108.55
10 0220	Deposited Checks Wholesale Lockbox - On Us	376	$0.015	$5.64
10 0221	Deposited Checks Wholesale Lbx -WFB Affiliate	853	$0.025	$21.33
10 0223	Deposited Checks Wholesale Lockbox – Local	427	$0.025	$10.68
10 0222	Deposited Checks Wholesale Lbx-Local Clearing	55	$0.025	$1.38
10 0225	Deposited Checks Wholesale Lockbox – Regional	707	$0.025	$17.68
10 0224	Deposited Checks Wholesale Lockbox – Transit	762	$0.025	$19.05
10 0015	Cash Dep/$1 Ver At Teller Window	29,297	$0.000	$11.72
10 0400	Return Item – Chargeback	102	$1.000	$102.00
10 0400	Return Item Special Instructions	102	$1.000	$102.00
10 0401	Return Item Special Inst Mthly Base	16	$0.000	$0.00
10 0402	Return Item Re-deposited	166	$1.000	$166.00
PAPER DISBURSEMENT SERVICES				
15 0723	Positive Pay Exception - CEO Image	4	$0.000	$0.00
15 0100	ARP Checks Paid - Partial Recon	5	$0.050	$0.25
15 0100	ARP Checks Paid - Full Recon	3,823	$0.050	$191.15
15 0129	Positive Pay Exception Checks Returned	1	$10.000	$10.00
150410	Stop Payment-PC	28	$5.000	$140.00
15 1352	Online Image View < 90 Days - Item	356	$0.020	$7.12
15 1358	Positive Pay Monthly Base – Basic	3	$0.000	$0.00
15 0030	Positive Pay Monthly Base	9	$0.000	$0.00
15 0700	CEO Cont Disbursement Subscription Base	1	N/A	
151353	Image CD Per CD-ROM	5	$5.000	$25.00
15 0700	CEO Cont Disbursement Subscription Base	1	N/A	
150400	CEO Search	433	$1.000	$433.00
151199	DDA Serial Sort Monthly Base	1	N/A	
15 1399	Image CD Per Item	3,880	$0.010	$38.80
15 0000	Controlled Disbursement Acct Maintenance w/Chextor	1	$8.000	$8.00
15 0110	Controlled Disbursement Image Checks Paid	2,498	$0.050	$124.90
PAPER DISBURSEMENT RECON				
20 0200	ARP Register Input CEO – Item	223	$0.040	$8.92
200410	ARPSetUp–Full	11	N/A	

Section 4– Pricing
(a) Form C - Pricing for Banking Services
BANK: Bank of America

AFP CODE	BANKING SERVICE	AVERAGE MONTHLY VOLUME	PROPOSER'S MONTHLY	ESTIMATED MONTHLY FEE
20 0010	ARP Monthly Base – Full	2	$50.000	$100.00
20 0020	ARP Monthly Base – Partial	3	$30.000	$90.00
20 0202	ARP Full Recon - Ndm Item	618	$0.040	$24.72
20 0201	ARP Full Recon - Transmission Item	5,439	$0.040	$217.56
20 0201	ARP Full Recon - Transmission Item	869	$0.040	$34.76
20 0201	ARP Full Recon - Transmission Item	382	$0.040	$15.28
20 0201	ARP Full Recon - Transmission Item	64	$0.040	$2.56
20 0201	ARP Part Positive Pay Issue – Item	3	$5.000	$15.00
20 0301	ARP Output – Transmission	1	$10.000	$10.00
20 0310	ARP Optional Reports	24	$0.000	$0.00
20 0399	Positive Pay Exceptions – Item	4	$1.000	$4.00
20 0305	ARP Statement Monthly Base CEO	3	$15.000	$45.00
20 0310	ARP Partial Reconciliation – Item	4	$0.040	$0.16
	GENERAL ACH SERVICES			
25 0703	ACH CEO Subscription – Account	5	$7.500	$37.50
25 0400	ACH CEO Return Subscription-Account	.4	$7.500	$30.00
25 0703	ACH CEO Subscription – Account	5	$7.500	$37.50
25 0201	Electronic Credits Posted	1,069	$0.050	$53.45
25 0200	Electronic Debits Posted	125	$0.050	$6.25
25 0400	ACH CEO Return Subscription-Account	4	$7.500	$30.00
25 0302	ACH Return Item - Fax Advice	10	$0.500	$5.00
25 0710	ACH Fax Service	17	$0.400	$6.80
25 0642	ACH Reversal – Item	0	$10.000	$0.00
25 0102	Internet ACH One Day Item	680	$0.050	$34.00
250102	Internet ACH Two Day Item	8,525	$0.050	$426.25
25 0000	Internet ACH Base Fee	9	$7.500	$67.50
25 0500	Internet ACH Batch Release	22	$3.000	$66.00
25 1050	ACH Fraud Filter Rev Mthly Base-Fax	1	$10.000	$10.00
25 1050	ACH Fraud Filter Stop Monthly Base-Fax	6	$10.000	$60.00
25 1070	ACH Wells Fargo NOC - Fax Advice	2	$0.400	$0.80
25 1070	ACH NOC - Fax Advice	3	$0.400	$1.20
	EDI PAYMENT SERVICES			
30 0200	Receivables Manager Outgoing Trans	21	N/A	
30 0010	Receivables Manager Monthly Base	1	$100.000	$100.00
30 0099	Receivables Manager Billpay Item	3,359	$0.080	$268.72
30 0099	Receivables Manager Billpay Return / NOC Item	3	$1.500	$4.50
	WIRE & OTHER FUNDS TRANSFER			
35 0402	Wire Detail Rpt Subscription-Acct	3	$0.000	$0.00
35 0402	Wire Detail Rpt Subscription-Acct	1	$10.000	$10.00
35 0300	Wire IN Domestic	32	$3.000	$96.00
35 0411	Wire Mail Confirmation	3	$2.000	$6.00
35 0104	Wire Out Domestic/Draw – Internet	53	$3.000	$159.00
35 0124	Wire Book Transfer – Internet	6	$1.000	$6.00
	INFORMATION SERVICES			
40 1001	Photocopy Customer Service – Item	2	$1.000	$2.00
40 1001	Online Image Request - Fax Delivery	3	$1.000	$3.00
40 0224	CEO Controlled Disbursement Subscription – Item	4,007	$0.020	$80.14
40 0003	CEO Intraday Subscription Monthly Base	1	$40.000	$40.00
40 0000	CEO Previous Day Subscription Account Base	20	$10.000	$200.00
40 0001	CEO Previous Day Subscription Detail Item	9,058	$0.020	$181.16
40 0003	CEO Previous Day Subscription Monthly Base	1	$30.000	$30.00

Section 4– Pricing
(a) Form C - Pricing for Banking Services
BANK: Bank of America

AFP CODE	BANKING SERVICE	AVERAGE MONTHLY VOLUME	PROPOSER'S MONTHLY	ESTIMATED MONTHLY FEE
40 0224	CEO Intraday Subscription – Item	4,597	$0.020	$91.94
40 0800	Electronic Window Extended Storage 30	259	$0.020	$5.18
35 0402	Wire Detail Rpt Subscription-Acct	3	$10.000	$30.00
	SUPPLIES			
	Endorsement Stamps	As requested	At Cost	
	Deposit Slip Books (3 part carbonless)	As requested	At Cost	
	9x12 Tamper-Evident Deposit Bags (100 per box)	31	At Cost	
	15x20 Tamper-Evident Deposit Bags (50 per box)	3	At Cost	
	MISCELLANEOUS			
00 0210	Daily Use Of Uncollected Funds-Acct Level	1,962	Prime + 4%	
00 0230	FDIC Insurance	9,500	At Cost	
60 9999	Deposited Check Canadian	4	$1.000	$4.00
	Coins/Currency (Standard per $100)		$0.050	
	Cashier's Checks/Official Checks		$6.000	
	Deposit Correction-Cash & Non-Cash		$2.000	
	OD/NSF Item Paid/Returned		$25.000	
	Image Retrieval BA Direct		$0.250	
	Direct Account Transfer		$1.000	
	Non-Relationship Customer Check Cashed		$0.000	
	TOTAL PROPOSED			**$21,814.44**

Schedule B
PRICING FOR OTHER SERVICES

ATTACHMENT C – PRICING FOR OTHER SERVICES

BANK: Bank of America, N.A.

1. ***Overnight Sweeps:***

   (a) ***What are the costs associated with the sweep (monthly maintenance, set-up charges, fund expenses, transaction fees, etc)?***

There is a $75.00 monthly maintenance charge for Automated Investment Sweep (AIS). By way of clarification, this was relayed to Colleen Lewis in a February 8th email.

   (b) ***Provide historical rates on the sweep fund(s) for the past 12 months.***

We have attached the historical rates from January 2009 through December 2009 for the Advisor M Columbia Funds and the Repurchase (Repo) Agreement.

2. ***Conversion Plan (if applicable):***

   (a) ***Indicate what direct costs the City would be responsible for in the conversion.***

Please refer to Section3, Attachment 2, Item"4" on page 29 of the proposal.

Response: The Bank has offered the City a $300,000 account analysis credit which can be used to cover the cost of all new banking supplies. We estimated the initial supply costs will be around $20,000 which, if ordered through the Bank, can be covered by the account analysis credit.

If remote deposit services were to be adopted by the City, the following prices for remote deposit scanners would apply:

RDS Scanner TS 230-65	One time per scanner	$	999.000
RDS Scanner TS 4120 (high volume scanner)	One time per scanner	$	2,799.000
Digital CheXpress CX30	One time per scanner	$	500.000

   (b) ***Indicate what conversion costs, if any, would be absorbed by the bank as start up costs.***

There would be no software or setup fees associated with the basic services requested by the City. These costs would be absorbed by the bank.

3. ***Balance Reporting***

   (a) ***How many days of history can be accessed through the system? If applicable, please provide pricing schedule for 1 – 7 days, 8 -14 days, etc.***

Please refer to Section 3, Attachment 2, Item "f" on page 32 of the proposal.

Response: Our standard retention includes 45 days of history online. For an additional fee, up to sixty calendar day storage options are also available fo rprevious day reporting. Reports may be downloaded to an Excel format and saved if a longer retention period is required.

Please refer to Section 4, Pricing, Form C, Information Services - quoting $0.02 per item for Electronic Window Extended Storage 30 Days.

4. ***Provide a description of your bank's policy of handling daylight overdrafts, and in particular from the City of Las Vegas. The City estimates the highest amount of daylight overdrafts to be $25 million.***

Please refer to Section3, Attachment 2, Item "9" on page 36 of proposal.

Response: Daylight overdrafts are a common occurrence with large clients that have significant intra-day funds transfers, usually wires. These situations initiate an internal review before funds are allowed to be released. In cases where this is a regular occurrence, the Bank can explore establishing a daylight overdraft facility to help avoid any funds delays and most of our large Nevada municipal clients have such facilities in place. The facility would typically be applied across all accounts of a relationship, but actual daylight overdrafts are monitored on a per account basis. The bank does not currently charge for daylight overdrafts and has no plans to begin charging for daylight overdrafts.

5. ***Please state the negative collected balance charge that the City will pay and, in detail, explain how this charge is computed. Is the rate quoted in this proposal good for the term of the contract?***

Please refer to Section3, Attachment 1, Item "8" on page 19 of proposal.

Response: Net Positive Collected Usable Balance is based on the Average Net Positive Collected Balance, less 10% legal reserves (if applicable). Currently this 10% reserve level is not applicable so reserves are not deducted. Average Net Positive Collected Balance is based on the daily net of all positive and negative collected balances within the relationship with the daily balance ending in a positive balance. These are totaled and divided by the number of days in the month.

Overdraft fees are not charged on negative collected balances. Any negative collected balances are averaged and offset against the average positive collected balance for the month. If there is a net negative collected balance for the month, there is an interest rate charge based on the Prime Rate.

6. ***Errors and Adjustments***

   (a) ***Describe your adjustment process for resolving deposit discrepancies.***
   (b) ***At what dollar amount do you write off discrepancies?***
   (c) ***Do you adjust the deposit amount or process an adjusting debit or credit?***

Please refer to Section 3, Attachment 2, Item "10" on page 36 of proposal.

Response: The City can view deposit adjustments via CashPro Online or on your monthly paper statement. In addition, our Deposit Correction Notice Fax services are available for cash vault and banking center deposits.

Bank of America will provide the dollar amount of the adjustment, the deposti bag number, the account the deposit was made to and the location number. Demonimational breakdown is availble on cash vault adjustments. If the deposit is off less than $10.00 the bank does not make any adjustments. Any deposit adjustments over $10.00 are processed as a credit or debit correction.

Bank of America

Middle Market Sweep Rates - West Region - Repurchase Agreement

(Monthly Average Rates)

Month	<=$100M	>$100M - <$1MM	>=$1MM - <$5MM	>=$5MM
Jan-09	0.050	0.050	0.050	0.050
Feb-09	0.050	0.050	0.050	0.050
Mar-09	0.050	0.050	0.050	0.050
Apr-09	0.050	0.050	0.050	0.050
May-09	0.050	0.050	0.050	0.050
Jun-09	0.050	0.050	0.050	0.050
Jul-09	0.050	0.050	0.050	0.050
Aug-09	0.050	0.050	0.050	0.050
Sep-09	0.050	0.050	0.050	0.050
Oct-09	0.050	0.050	0.050	0.050
Nov-09	0.050	0.050	0.050	0.050
Dec-09	0.050	0.050	0.050	0.050

Performance data quoted represents past performance and current performance may be lower or higher. Past performance is no guarantee of future results.

The Bank assumes no responsibility for your use of or reliance on the information contained in these rate sheet nor does the Bank assume any responsibility for any inaccuracies that may appear in such information.

The rates listed above are net of all applicable bank fees.

Repurchase Agreements are not deposits, and are not insured or guaranteed by the U.S. Government, the Fed Deposit Insurance Corporation, or any other government agency, and involve investment risk, including possibl loss of principal. Underlying obligations may be direct obligations of, or fully guaranteed by, Government Sponsored Enterprises, the U.S. Government or an agency thereof.

Eurodollar Deposits are not insured or guaranteed by the U.S. Government, the Federal Deposit Insurance Corporation or any other government agency, and involve investment risk, including possible loss of principal.

Fed Funds are not deposits, are not insured or guaranteed by the U.S. Government, the Federal Deposit Insurance Corporation or any other government agency, and involve investment risk, including possible loss of principal.

Interest is paid daily based on a 360 day calendar year.

Friday, February 12, 2010

Bank of America

Middle Market Sweep Rates - West Region Columbia Funds

(Monthly Average Rates)

Adviser M Government Share Class

Date	<$100M	>=$100M - <$1MM	>=$1MM - <$5MM	>=$5MM
Jan 2009	0.010	0.010	0.010	0.010
Feb 2009	0.010	0.010	0.010	0.010
Mar 2009	0.010	0.010	0.010	0.010
Apr 2009	0.010	0.010	0.010	0.010
May 2009	0.010	0.010	0.010	0.010
Jun 2009	0.010	0.010	0.010	0.010
Jul 2009	0.010	0.010	0.010	0.010
Aug 2009	0.010	0.010	0.010	0.010
Sep 2009	0.010	0.010	0.010	0.010
Oct 2009	0.010	0.010	0.010	0.010
Nov 2009	0.010	0.010	0.010	0.010
Dec 2009	0.010	0.010	0.010	0.010

Performance data quoted represents past performance and current performance may be lower or higher. Past performance is no guarantee of future results.

The Bank assumes no responsibility for your use of or reliance on the information contained in these rate sheets, nor does the Bank assume any responsibility for any inaccuracies that may appear in such information.

Please consider the objectives, risks, charges and expenses of Columbia money market funds carefully before investing. Contact your Treasury Management Sales Officer for a prospectus, which contains this and other important information about the fund. You should read it carefully before investing.

The rates listed above are net of all applicable bank fees.

An investment in **Money Market funds** is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Although money market funds seek to preserve the value of your investment at $1.00 per share, it is possible to lose money by investing in money market funds.

Dividends are accrued daily and paid monthly (on the first banking day of the next month) based on a 365 day calendar year.

Columbia Management is the primary investment management division of Bank of America Corporation. Columbia Management entities furnish investment management services and advise institutional and mutual fund portfolios. Columbia Funds are distributed by **Columbia Management Distributors, Inc.**, member NASD, SIPC. Columbia Management Distributors, Inc. is part of Columbia Management and an affiliate of Bank of America Corporation.

Friday, February 12, 2010

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.

Block 1 **Contracting Entity**
Name Bank of America, National Association
Address Reno Plaza BC, 401 S Virginia St. Reno, NV 89501
Telephone 775-688-8783
EIN or DUNS 94-1687665

Block 2 **Description**
Subject Matter of Contract/Agreement –Provider of general banking and merchant card services

Contract No.

Block 3 **Type of Business**

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

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

Block 4 Disclosure of Ownership and Principals

In the space below, the Contracting Entity must disclose all principals (including partners) of the Contracting Entity, as well as persons or entities holding more than one-percent (1%) ownership interest in the Contracting Entity. **Bank of America, National Association is a wholly owned subsidiary of BANA Holding Corporation.**

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.			
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: Bank of America Corporation's Annual Report on 10-K

Date of Attached Document: _February 26, 2010 Number of Pages: 762

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

KATHLEEN NEWBY
NOTARY PUBLIC
STATE OF NEVADA
APPT. No. 96-5891-2
MY APPT. EXPIRES DEC. 18, 2012

Name

April 1, 2010
Date

Subscribed and sworn to before me this 1st day of

April, 2010

Notary Public

City of Las Vegas Agenda Item No.: **39.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 5, 2010

DEPARTMENT: FIRE AND RESCUE
DIRECTOR: GREG GAMMON ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of a Mutual Aid Agreement with Nellis Air Force Base for fire protection and hazardous materials incident response - All Wards

Fiscal Impact

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

PURPOSE/BACKGROUND:
This Mutual Aid Agreement is a two-year renewal with Nellis Air Force Base to secure for both parties the benefits of mutual aid in fire protection, hazardous incident response, and the protection of life and property from fire.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Mutual Aid Agreement

AGREEMENT FOR MUTUAL AID IN FIRE PROTECTION AND HAZARDOUS MATERIALS INCIDENT RESPONSE (US)

This agreement, entered into this day_____, between the Secretary of the United States Air Force, acting pursuant to the authority of 42 U.S.C. 1856(a), and the Las Vegas Fire and Rescue is securing to each the benefits of mutual aid in fire prevention and hazardous materials incident response, in the protection of life and property from fire, hazardous materials incident and in fire fighting. It is agreed that:

a. On request to a representative of the Nellis Air Force Base (Nellis AFB) Fire Department, by a representative of the Las Vegas Fire and Rescue, firefighter equipment and personnel of the Nellis AFB Fire Department will be dispatched to any point within the area for which the Las Vegas Fire and Rescue normally provides fire protection or hazardous materials incident response as designated by the representatives of the Las Vegas Fire and Rescue.

b. On request to a representative of the Las Vegas Fire and Rescue by a representative of the Nellis AFB Fire Department, fire fighting or hazardous materials incident response equipment and personnel of the Las Vegas Fire and Rescue will be dispatched to any point within the fire fighting or hazardous materials incident response jurisdiction of the Nellis AFB Fire Department, as designated by the representative of the Nellis AFB Fire Department.

c. Any dispatch of equipment and personnel pursuant to this agreement is subject to the following conditions:

(1) Any request for aid hereunder shall include a statement of the amount and type of equipment and personnel requested and shall specify the location to which the equipment and personnel are to be dispatched, but the amount and type of equipment and the number of personnel to be furnished shall be determined by a representative of the responding organization.

(2) The responding organization shall report to the officer in charge of the requesting organization at the location to which the equipment is dispatched, and shall be subject to the orders of that official.

(3) A responding organization shall be released by the requesting organization when the services of the responding organization are no longer required or when the responding organization is needed within the area for which it normally provides fire protection.

(4) In the event of a crash of an aircraft owned or operated by the United States or military aircraft of any foreign nation within the area for which the Las Vegas Fire and Rescue normally provides fire protection, the Chief of the Nellis AFB Fire Department, or his or her representative, may assume full command on arrival at the scene of the crash.

d. Las Vegas Fire and Rescue may claim reimbursement within 90 days for the direct expenses and losses that are additional fire fighting or hazardous materials incident costs above the normal operating costs incurred while fighting a fire or hazardous materials incident response under this agreement as provided in 44 CFR Part 151. Nellis Air Force Base may claim reimbursement for services provided under this agreement pursuant to 42 USC 1856(a).

e. Each party waives all claims against every other party for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this agreement. This provision does not waive any right of reimbursement pursuant to paragraph d above.

f. All equipment used by the Las Vegas Fire and Rescue in carrying out this agreement will, at the time of action, hereunder, be owned by it; and all personnel acting for Las Vegas Fire and Rescue under this agreement will, at the time of such action, be an employee or volunteer member of the Las Vegas Fire and Rescue.

g. Pursuant to 28 U.S.C. §2671, Las Vegas Fire and Rescue personnel dispatched to Nellis AFB shall be deemed federal employees for the purpose of the Federal Torts Claims Act if under the direction or supervision of the Nellis AFB Fire Department at the time of an action where damage to person or property is asserted.

For Las Vegas Fire and Rescue:

OSCAR B. GOODMAN
Mayor

Attest:

BEVERLY K. BRIDGES, CMC
City Clerk

Approved as to form:

JAMES B. LEWIS
Deputy City Attorney

For the Secretary of the United States Air Force:

HOWARD D. BELOTE
Colonel, USAF
Commander, 99th Air Base Wing

City of Las Vegas Agenda Item No.: **40.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 5, 2010

DEPARTMENT: NEIGHBORHOOD SERVICES
DIRECTOR: STEPHEN K. HARSIN ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of agreement between the City of Las Vegas and the State of Nevada Department of Health and Human Services Division of Welfare and Supportive Services (DWSS) acting through Las Vegas, Clark County Urban League (LVCCUL), to oversee the performance of Before and After School Programs in the amount of $95,000 for the Parents As Learning Support (PALS) Program - All Wards

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount: $95,000
Funding Source: UNLV Child Care and Development Program "CCDP"
Dept./Division: Neighborhood Services/Neighborhood Initiatives Division

PURPOSE/BACKGROUND:
Each fiscal year, the city of Las Vegas receives an entitlement of Child Care Improvement Grants (CCIG) from the state of Nevada. The amount varies from year to year. The CCIG funds the city receives are used to fund the Parents As Learning Support (PALS) program, which provides grants to elementary schools to plan and implement programs to increase parental involvement.

RECOMMENDATION:
Staff recommends that the Mayor and Council approve and execute the agreement and authorizes the Mayor to execute any and all documents following approval as to form by the City Attorney.

BACKUP DOCUMENTATION:
Intrastate Interlocal Contract Between Public Agencies

INTRASTATE INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES

A Contract Between the State of Nevada
Acting By and Through Its

Nevada Department of Health and Human Services
Division of Welfare and Supportive Services
1470 College Parkway
Carson City, NV 89706

and

City of Las Vegas-Neighborhood Services
400 Stewart Ave
Las Vegas, NV 89101

WHEREAS, NRS 277.180 authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform; and
WHEREAS, it is deemed that the services hereinafter set forth are both necessary and in the best interests of the State of Nevada;
NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

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

2. DEFINITIONS. "State" means the State of Nevada and any state agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307.

3. CONTRACT TERM. This Contract shall be effective: **July 1, 2010** to **June 30, 2011**, unless sooner terminated by either party as set forth in this Contract.

4. TERMINATION. This Contract may be terminated by either party prior to the date set forth in paragraph (3), provided that a termination shall not be effective until **30** days after a party has served written notice upon the other party. This Contract may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Contract shall be terminated immediately if for any reason State and/or federal funding ability to satisfy this Contract is withdrawn, limited, or impaired.

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

6. INCORPORATED DOCUMENTS. The parties agree that the services to be performed shall be specifically described; this Contract incorporates the following attachments in descending order of constructive precedence:

ATTACHMENT A: SCOPE OF WORK

7. CONSIDERATION. Contractor agrees to provide the services set forth in paragraph (6) at a cost of $**Actual** per **Invoice** (state the exact cost or hourly, daily, or weekly rate exclusive of travel or per diem expenses) with the total Contract or installments not to exceed **$95,000 for FY 11**. Any intervening end to an annual or biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the results of legislative appropriation may require.

8. ASSENT. The parties agree that the terms and conditions listed on incorporated attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations expressly provided.

9. INSPECTION & AUDIT.

a. Books and Records. Each party agrees to keep and maintain under general accepted accounting principles full, true and complete records, agreements, books, and documents as are necessary to fully disclose to the other party, the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with any applicable regulations and statutes.

b. Inspection & Audit. Each party agrees that the relevant books, records (written, electronic, computer related or otherwise), including but not limited to relevant accounting procedures and practices of the party, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location where such records may be found, with or without notice by the other party, the State Auditor, Employment Security, the Department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the State Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives.

c. Period of Retention. All books, records, reports, and statements relevant to this Contract must be retained by each party for a minimum of three years and for five years if any federal funds are used in this Contract. The retention period runs from the date of termination of this Contract. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

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

11. LIMITED LIABILITY. The parties will not waive and intend to assert available NRS chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. To the extent applicable, actual contract damages for any breach shall be limited by NRS 353.260 and NRS 354.626.

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

13. INDEMNIFICATION. Neither party waives any right or defense to indemnification that may exist in law or equity.

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

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

16. SEVERABILITY. If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the nonenforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

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

18. OWNERSHIP OF PROPRIETARY INFORMATION. Unless otherwise provided by law or this Contract, any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by either party in performance of its obligations under this Contract shall be the joint property of both parties.

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

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

21. PROPER AUTHORITY. The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract and that the parties are authorized by law to perform the services set forth in paragraph (6).

22. GOVERNING LAW; JURISDICTION. This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the jurisdiction of the Nevada district courts for enforcement of this Contract.

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

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

Signature Date	OSCAR B. GOODMAN, MAYOR Title
Signature Date	BEVERLY K. BRIDGES, MMC CITY CLERK Title
Romaine Gilliland Date	Administrator, Division of Welfare and Supportive Services Title
Michael J. Willden Date	Director, Department of Health and Human Services Title
Signature – Nevada State Board of Examiners	APPROVED BY BOARD OF EXAMINERS On _____ (Date)

Approved as to form by:

Robert S. Sylvain 4-27-10 Las Vegas City Attorney, Deputy	On _____ (Date)
Deputy Attorney General for Attorney General, State of Nevada	On _____ (Date)

ATTACHMENT A

Scope of Work

Purpose: This attachment identifies specific requirements that are not specified in the general body of the contract between the Division of Welfare and Supportive Services (DWSS) and the Delegate Agency Delegate. It is mutually agreed that DWSS acting through Las Vegas, Clark County Urban League (LVCCUL) will oversee the performance of Before and After School Programs in compliance with DWSS regulations and the LVCCUL Child Care and Development Program with the following stipulations, conditions and requirements:

PERFORMANCE:

I. COMPLIANCE

1) IRS Tax Exemption Letter: Delegate Agency must have on file proof of IRS granting 501 [c] 3 nonprofit statuses or other appropriate tax reporting documentation for public or private agencies.

2) Child Care may be paid for children under the age of 13, or up to age 19 if the child is physically or mentally incapable of caring for him/herself as verified by the determination of a physician or a licensed or certified psychologist, or under court supervision.

II. ASSURANCES

1) Keeping Good Records: Delegate Agency assures LVCCUL that it shall maintain accurate work records on participant services, assistance, references, duties performed under this contract and financial transactions as may be required and that the relevant books, records (written, electronic, computer related or otherwise), including but not limited to relevant accounting procedures and practices of the Delegate Agency, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of the Delegate Agency where such records may be found, with or without notice by DWSS or their designee, LVCCUL, the Department of Administration, Budget Division, The Nevada State Attorney General's Office or its Fraud Control Units, the State Legislative Auditor, the relevant Federal agency, the Comptroller General, the General Accounting Office and the Office of the Inspector General.

2) Non-Political Activities: Delegate Agency assures that funds from this grant will not be used for any political activity or any activities to provide voters and prospective voters with transportation to the polls or similar assistance in connection with any election or any voter registration activity. Delegate Agency agrees to comply with Title VI of the Civil Rights Act of 1964; Delegate Agency will not use funds from Child Care Development Funds (CCDF) for religious or sectarian purposes. Delegate Agency also agrees to comply with all applicable laws, ordinances and codes of State and local governments.

3) Acceptance of this agreement excludes the contractor from compensation for any services provided to certificate eligible families.

4) Delegate Agency agrees to comply with Fair Labor Standards Act of 1938, as amended, which establishes the basic minimum wage for all work and requires the payment of overtime at the rate of at least time and one half, as well as other provisions for employees paid under this contract.

5) Delegate Agency agrees to comply with the Equal Employment Opportunity, Executive Order, which prohibits discrimination against any employee or applicant for employment because of race, color, religion, sex or national origin.

6) Delegate Agency agrees that it will keep and maintain in effect at all times any and all licenses, permits, notices and certifications which may be required by any City and City ordinance or State and Federal Statutes that effect the provisions of work being carried out under this Contract.

7) Delegate Agency agrees to comply with the Pro-children Act of 1994. Public Law 103-227, Part C-Environment Tobacco Smoke, by not permitting smoking in any portion of any non residence indoor facility or facility which is leased by the Contractor in which a portion is also used routinely or regularly used for the provision of health, day care, education, or library services to children under 18 years of age.

III. STATEMENT OF WORK

Delegate Agency shall perform the following work under this Contract within the specified period agreed upon and in complete compliance with requirements and conditions set forth in the State Child Care Policy Manual published by DWSS as it pertains to contracted slots.

1) Accept participant's completed and signed Delegate Agency child care subsidy application and forward to LVCCUL within three (3) business days of receipt.

2) Report changes in eligible household's circumstances to LVCCUL within three (3) business days after gaining knowledge of the change.

3) Contact LVCCUL within three (3) business days if the child no longer utilizes the services provided by the Delegate Agency.

4) Inform parents of their rights to receive services, rights to appeal and right to file a complaint.

5) Provide verification of child's attendance in accordance with the Child Care State Policy Manual as it pertains to contracted slots.

6) Attendance billings must include the service site/location's name, address, telephone number, amount charged, period of time covered and the names of the children for which child care payment is requested.

7) Notify LVCCUL within three (3) business days of a participant's termination for subsidy assistance in writing.

8) Provide verbal notification to LVCCUL of any professional or ethical infraction by a Delegate Agency employee within one business day of discovery with written summary to follow within two (2) business days.

9) Unless otherwise specified the Delegate Agency must maintain all records relevant to this contract for a period of three years as follows:

a. Child Attendance Records - Retain this record for three (3) calendar years from last date of attendance.

b. Billing Records - Retain this record for three (3) calendar years from the date upon which the bill is paid or rejected.

IV. MONITORING AND REPORTING

1) Reporting: Delegate Agency shall provide reports to LVCCUL in the DWSS required format by the dates set forth in Attachment A of this contract.

2) Monitoring: Delegate Agency shall permit LVCCUL and DWSS representatives to monitor program performance during the year. LVCCUL will monitor Delegate Agency records at least two times during the year. Delegate Agency will further allow access by any authorized LVCCUL Official, DWSS Official, State official or the comptroller of the United States or any duly authorized representative to any documents related to the program during normal business hours.

V. COMPENSATION

LVCCUL shall maintain financial records for this grant and payments will be made to Delegate Agency for costs incurred against the approved budget through United Way for the Child Care Development Funds. Delegate Agency agrees to seek payment for only those children determined subsidy eligible by LVCCUL. The Delegate Agency will adhere to the following procedures for the processing of financial transactions:

1) Delegate Agency is to submit a signed contract prior to payment being issued. A new Contract is to be signed annually or more often if necessary due to amendments in the Service Contract.

2) Delegate Agency is to submit voucher/Enrollment Attendance Verification (EAV) billings monthly to LVCCUL before or by the 5th business day of each month for timely compensation.

   a. The EAV must be accurately completed and provide information as to the actual days of attendance.
   b. Each page of the EAV will be signed by an authorized person unless the Delegate Agency uses electronic means to record attendance.
   c. EAV's may be submitted seeking reimbursement for the entire billing month when an enrolled and otherwise eligible child attends at least one day during the month.
   d. At the discretion of the LVCCUL, DWSS or their designee the provider's attendance logs may be requested and compared to the EAV's submitted by the provider. The provider is required to cooperate with the review process.

3) For each eligible child the Delegate Agency's contracted slots will be paid at the state approved rate, using the state maximum daily rate sheet less the participant's co-payment responsibility. For children five years of age through 12 years of age or special needs children 13 years of age to 19 years of age full time attendance is justified when attendance records validate at least 3 hours of attendance in a calendar day during the billing month. For children less than six years

of age full time attendance is justified when attendance records validate at least 4 hours and 30 minutes of attendance in a calendar day during the billing month.

4) The Delegate Agency agrees to bill monthly for actual expenses not exceeding $1/9^{th}$ of the total of the contract amount for any month.

5) Delegate Agency agrees to submit to LVCCUL for payment approval, along with stated voucher/billings, supportive documentation of services rendered including:
   a. Client's social security number and copy of attendance sheet;
   b. Category of service; and
   c. Amount of payment to be made;
   d. Appropriate forms.

6) Bills not submitted within 90 days from the end of the service month will be classified as stale and rejected for payment.

7) Adjustments must be turned in within 60 days after receipt of payment for services provided.

8) Upon approval from LVCCUL, payment shall be made by United Way directly to Delegate Agency within 30 days.

9) This contract is subject to receipt of funds from DWSS. In no event will Delegate Agency expenditures under this Grant Award exceed the total contract authority of this contract for full performance of the work outlined in the Contract.

VI. TERMINATION

1) If the Delegate Agency fails to fulfill its obligations in the performance of work specified under this Contract, or violates any of the applicable laws or conditions, DWSS, LVCCUL or United Way shall have the right to terminate this Contract by giving written notice to the Delegate Agency not less than ten (10) days prior to the effective date of the termination. Upon such termination, Delegate Agency agrees to transfer to the LVCCUL any CCDF or Grant assets and child care records which are in its possession at the time of such termination.

2) All Parties agree that: the use or disclosure to any party of any information concerning a client/participant for any purpose not directly connected with the administration of DWSS or LVCCUL responsibilities with respect to purchased services hereunder, is prohibited.

3) The term of this Contract and its execution are subject to all applicable Nevada laws and regulations. This Contract shall be construed and interpreted according to the laws of the State of Nevada.

4) Any alterations, variations, modifications or waivers of provisions of this Contract shall be in writing, duly signed by both parties and attached to the original of this Contract.

5) This Contract may be terminated by either party at any time, with or without cause, upon thirty (30) days' notice, in writing, and delivered by mail or person to the other party. The Delegate Agency shall be entitled to any reasonable and irrevocable expenses incurred prior to the time of termination.

City of Las Vegas Agenda Item No.: **41.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 5, 2010

DEPARTMENT: PUBLIC WORKS
DIRECTOR: JORGE CERVANTES ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of Amendment No 1 to Interlocal Agreement 113444 between the City of Las Vegas and the Las Vegas Valley Water District for the extension of water facilities for the Neon Boneyard Park project located east of Las Vegas Boulevard north and south of McWilliams Avenue (Southern Nevada Public Land Management Act [SNPLMA]) - Ward 5 (Barlow)

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division: Public Works/City Engineer

PURPOSE/BACKGROUND:
The City of Las Vegas is constructing the Neon Boneyard Park project that is located within the City's Downtown North Land Use Plan area. Design revisions resulted in the need to add amended language into the original approved agreement

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Interlocal Agreement 113444 Amendment No 1

INTERLOCAL AGREEMENT
FOR CITY OF LAS VEGAS
NEON BONEYARD PARK
AMENDMENT NO. 1

THE AGREEMENT, made and entered into on the 6th day of May 2009, by and between the LAS VEGAS VALLEY WATER DISTRICT, a quasi-municipal corporation of the State of Nevada, hereinafter called "District", Party of the First Part, and **CITY OF LAS VEGAS,** hereinafter called "Developer", Party of the Second Part, is hereby amended as set forth below, WITNESSETH:

ADD THE FOLLOWING PARAGRAPH TO ARTICLE II:

4. Upon receipt of Frontage Connection Charges from others, to refund to the Developer all Frontage Connection Charges received in accordance with the District's Service Rules for direct connections to the water main(s) installed under this Agreement up to a maximum amount of Eight Thousand Nine Hundred Seventy-six and no/100**********dollars ($8,976.00), or for a period of ten (10) years from the effective date of this Agreement, whichever occurs first. This right to a refund is not to be construed as a guarantee or a promise by the District that the District will receive or elect to receive frontage connection charges that are refundable to the Developer.

Except as amended herein, all other covenants, conditions, terms and provisions of the Interlocal Agreement No. 113444 shall remain in full force and effect.

IN WITNESS WHEREOF, the Developer has executed this Amendment No. 1 on the _____ day of _____, 20____.

ATTEST

DEVELOPER:
CITY OF LAS VEGAS

Approved as to form
John S. Ridilla 4/14/10
John S. Ridilla Date
Deputy City Attorney

_____
BEVERLY K. BRIDGES, MMC, City Clerk

_____
OSCAR B. GOODMAN, Mayor

THIS AMENDMENT NO. 1 shall be in full force and effect as of the _____ day of _____, 20____, when it was duly signed by the proper officer of the Las Vegas Valley Water District.

ATTEST:

LAS VEGAS VALLEY WATER DISTRICT

_____
PATRICIA MULORY, Secretary
Las Vegas Valley Water District

_____
RORY REID, President
Board of Directors

City of Las Vegas Agenda Item No.: **42.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 5, 2010

DEPARTMENT: PUBLIC WORKS
DIRECTOR: JORGE CERVANTES ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of an encroachment request from Motivational Systems, Inc. on behalf of Providence Master Homeowners Association, owner (Grand Teton Drive at Hualapai Way, Shaumber Road at Centennial Parkway and Hualapai Way at Deer Springs Way) - Ward 6 (Ross)

Fiscal Impact

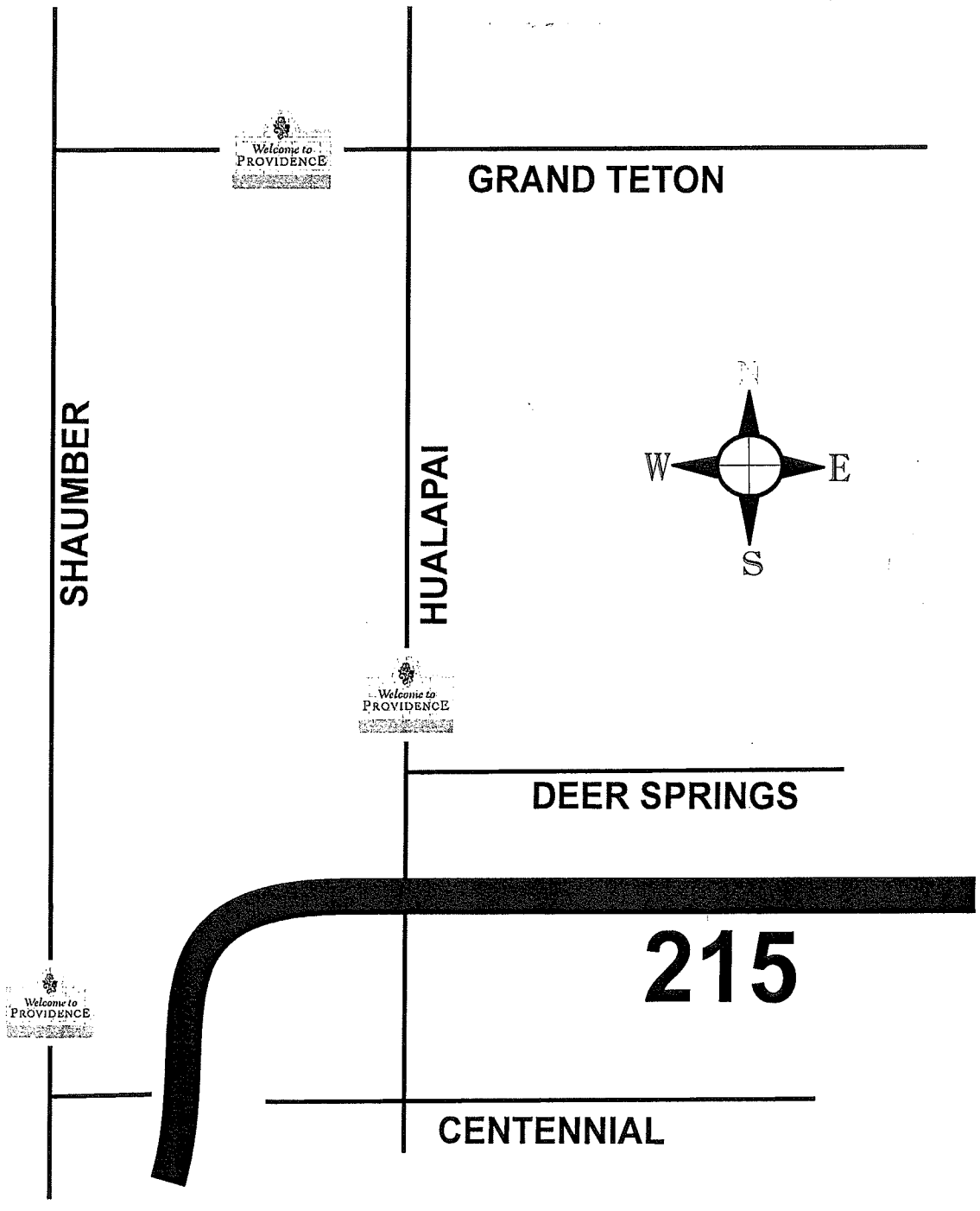
☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
This request is for three (3) non-illuminated monument signs advertising the name of an existing master planned community "Welcome to Providence". The signs will be 1 foot 4 inches deep, 5 feet 4 inches high, and 7 feet wide and will be located in the center median at the following locations: on Grand Teton Drive, 465 feet west of the intersection of Grand Teton Drive and Hualapai Way, on Shaumber Road, 400 feet north of the intersection of Centennial Parkway and Shaumber Road, and on Hualapai Way, 372 feet north of the intersection of Deer Springs Way and Hualapai Way.

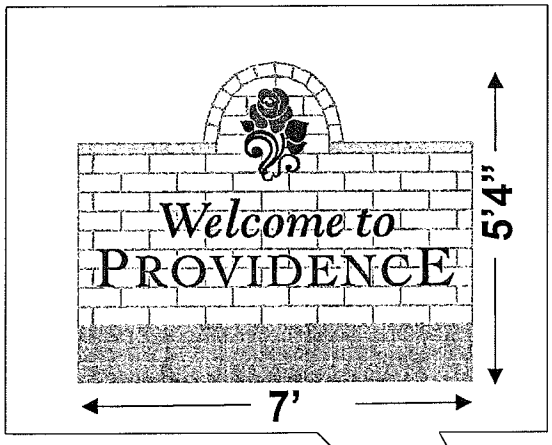
RECOMMENDATION:
Approval. If approved, the applicant will be required to sign an Encroachment Agreement that has conditions of maintenance, liability and removal.

BACKUP DOCUMENTATION:
1. Copy of Encroachment Exhibit "A" site map
2. Copy of Encroachment Exhibit "B" Monument sign at Deer Springs Way and Hualapai Way
3. Copy of Encroachment Exhibit "C" Monument sign at Centennial Parkway and Shaumber Road
4. Copy of Encroachment Exhibit "D" Monument sign at Grand Teton Drive and Hualapai Way

EXHIBIT "A"



PROVIDENCE ENTRY MONUMENT SIGN ENCROACHMENT EXHIBIT



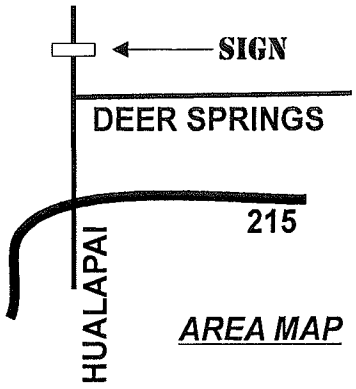
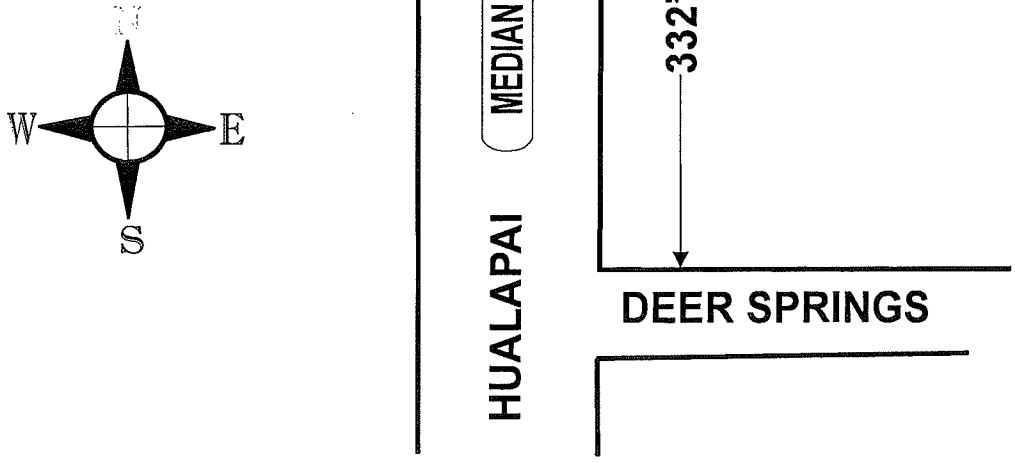
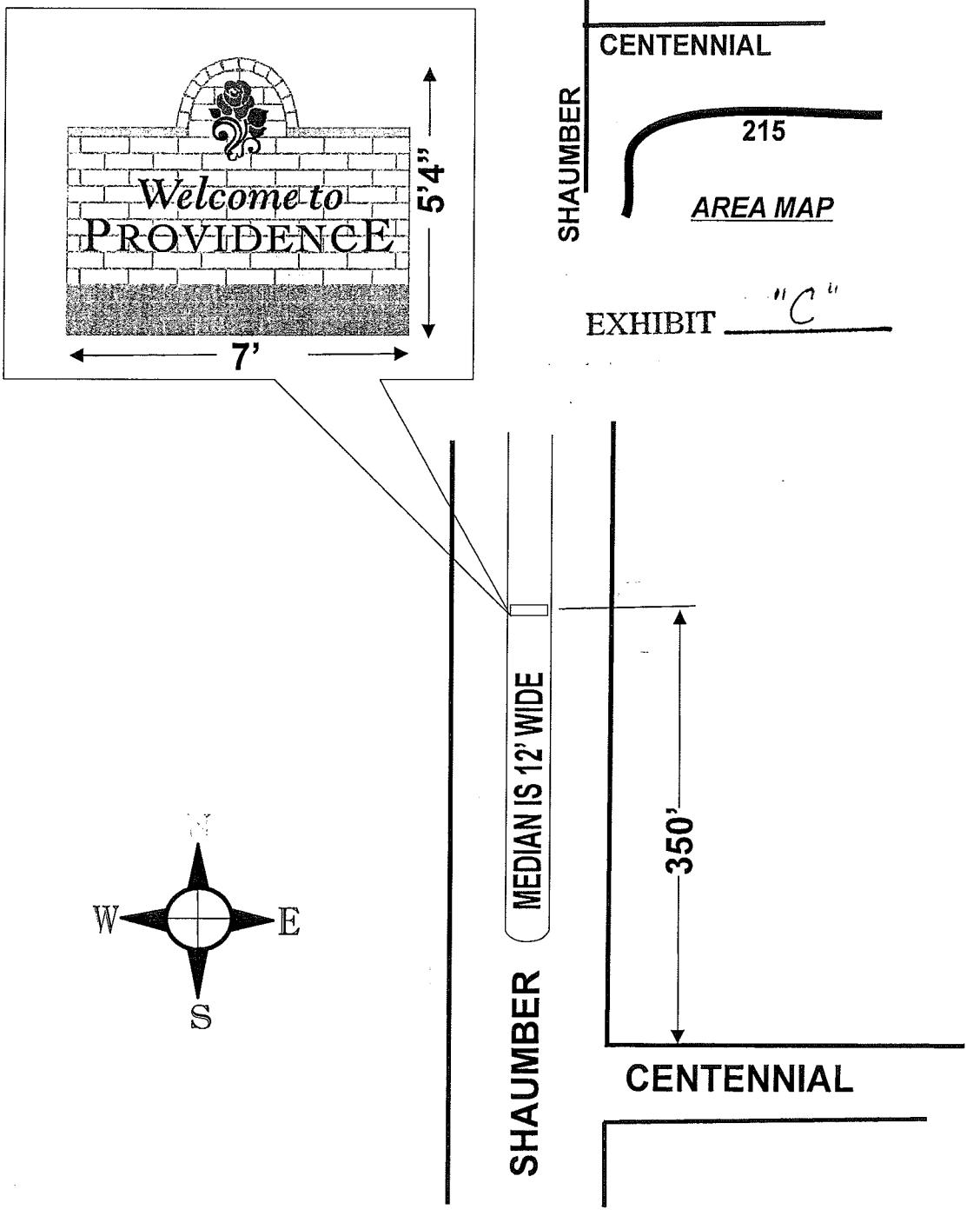


EXHIBIT "B"

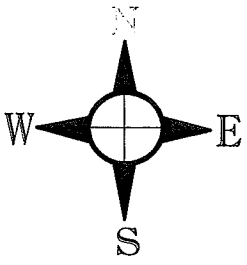


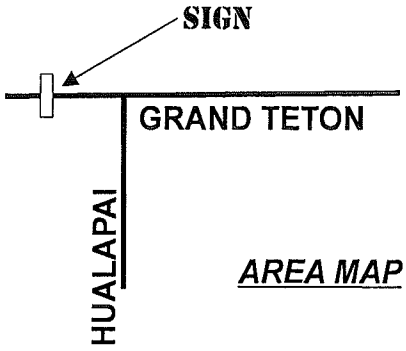
PROVIDENCE ENTRY MONUMENT SIGN
ENCROACHMENT EXHIBIT

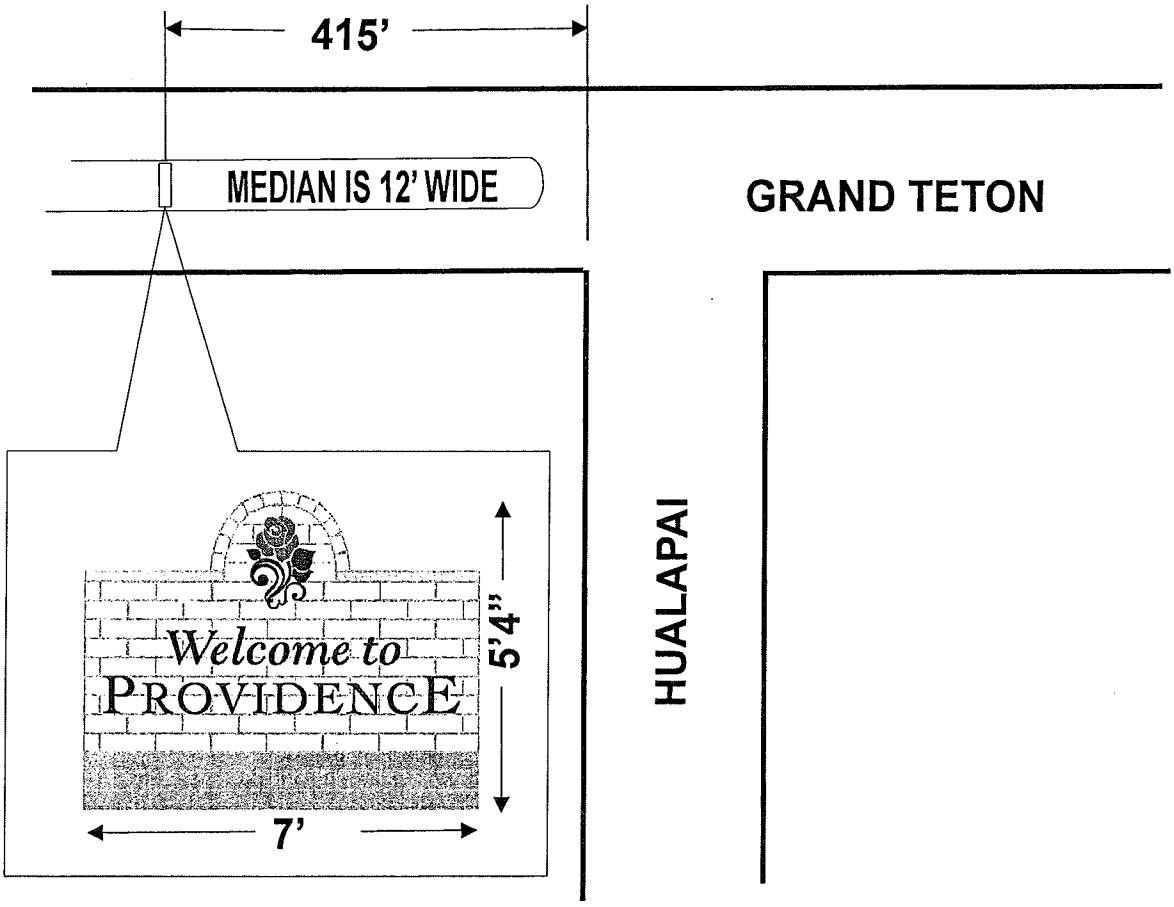


PROVIDENCE ENTRY MONUMENT SIGN
ENCROACHMENT EXHIBIT

EXHIBIT "D"







	PROVIDENCE ENTRY MONUMENT SIGN ENCROACHMENT EXHIBIT	

City of Las Vegas Agenda Item No.: **43.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 5, 2010

DEPARTMENT: PUBLIC WORKS
DIRECTOR: JORGE CERVANTES ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of Interlocal Agreement among the Clean Water Coalition, City of Las Vegas, City of Henderson, City of North Las Vegas, Clark County, Clark County Regional Flood Control District, Clark County Water Reclamation District and the Southern Nevada Water Authority to establish funding allocations and the budget for Las Vegas Wash activities in fiscal year 2010/2011 ($102,001 - Sanitation Enterprise Fund) - County

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $102,001
Funding Source: Sanitation Enterprise Fund
Dept./Division: Public Works/Environmental

PURPOSE/BACKGROUND:
On June 17th, 2009, City council approved an Interlocal Agreement that established funding allocations and the budget covering fiscal year 2009-2010 for Las Vegas Wash activities. To continue the stabilization and enhancement of the Wash, the Southern Nevada Water Authority has completed a budget for capital construction and operation activities for fiscal year 2010/2011. Approval of this agreement will allocate the monetary resources necessary for the Wash operating expenses, among the member agencies of the agreement. The City of Las Vegas is responsible for 38.5% of the local share, which amounts to $102,001.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Interlocal Agreement

INTERLOCAL AGREEMENT AMONG THE CITY OF HENDERSON, CITY OF LAS VEGAS, CLARK COUNTY, CLARK COUNTY REGIONAL FLOOD CONTROL DISTRICT, CLARK COUNTY WATER RECLAMATION DISTRICT, AND THE SOUTHERN NEVADA WATER AUTHORITY TO ESTABLISH FUNDING ALLOCATIONS AND THE BUDGET FOR LAS VEGAS WASH ACTIVITIES IN FISCAL YEAR 2010/2011

This Interlocal Agreement is entered into by the City of Henderson; the City of Las Vegas; Clark County; the Clark County Regional Flood Control District; the Clark County Water Reclamation District; and, the Southern Nevada Water Authority ("Authority") comprised of Authority "Purveyor Members" (City of Henderson, City of North Las Vegas and the Las Vegas Valley Water District), and the Authority "Wastewater Discharge Members" (City of Henderson, City of Las Vegas and the Clark County Water Reclamation District) this _____ day of _____, 2010.

WHEREAS, Lake Mead and the Colorado River are the primary source of water for over 1.8 million residents of the metropolitan Las Vegas Valley and Laughlin, Nevada; and

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

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

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

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

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

WHEREAS, following the presentation of the citizen recommendations to the Lake Mead Water Quality Forum and their acceptance by the Authority Board of Directors in 1998, the undersigned parties participated in the Las Vegas Wash Coordination Committee ("LVWCC"), a committee comprised of 30 local, state, federal, environmental, and public representatives; and

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

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

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

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

WHEREAS, in June of 2002, the parties to this agreement entered into a Cooperative Agreement, along with the City of North Las Vegas, which recognized the Las Vegas Wash Comprehensive Adaptive Management Plan and established a basic understanding of the parties concerning implementation of the plan and their respective roles in that implementation through the Management Advisory Committee (MAC); and

WHEREAS, in November 2007, the parties to this agreement, along with the City of North Las Vegas and the Clean Water Coalition, entered into an agreement that established the Las Vegas Valley Watershed Advisory Committee (LVVWAC). The LVVWAC assumed the responsibilities of the MAC and provided that the LVVWAC would continue implementation of the Las Vegas Wash Comprehensive Adaptive Management Plan, along with establishing a cohesive direction and integrated approach to addressing water quality issues in the Las Vegas Valley and Lake Mead; and

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

WHEREAS, a Workplan and estimated budget for the Las Vegas Wash construction and operation has been established by the Authority for fiscal year 2010/2011; and

WHEREAS, Authority Purveyor members will pay 40% of the total operating budget (or $264,938) to be paid from the revenues derived from the water wholesale delivery charge; and

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

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Southern Nevada Water Authority, City of Henderson, Clark County Water Reclamation

District, City of Las Vegas, Clark County, and the Clark County Regional Flood Control District agree as follows:

Section 1: Capital Improvements Budget

It is agreed that the budget for capital improvements and associated activities for 2010/2011 are included in the 2010-11 Project Work Plan of the Amended Las Vegas Wash Capital Improvements Plan. The 2010-11 Project Work Plan shows a total funding of $36,553,857 for calendar years 2010 and 2011. The 2010-11 Project Work Plan includes funding for design activities at five channel stabilization dam sites, construction activities for four channel stabilization dams, revegetation of six disturbed construction sites, plant nursery stock development, biological surveys, emergency action planning, debris removal, construction equipment rental, and construction materials transportation.

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

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

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

Section 2: Operating Budget

It is agreed by the parties hereto that the total operating budget for the Authority's Las Vegas Wash activities for fiscal year 2010/2011 is estimated to be $2,991,173. It is anticipated that there will be federal funding from the Bureau of Reclamation available to augment the parties' contributions. Said federal funding is estimated to be approximately $1,026,000. Grants are anticipated to augment the operating budget in the amount of $1,302,828. This will leave $662,345 of the total operating budget to be provided locally (referred to herein as the "local share"). Additionally, it is anticipated that the Authority's purveyor members will contribute $264,938 or 40% of the local share; however, the purveyor members' contribution is not governed by this agreement. The parties hereto agree, therefore, that $397,407 or 60% of the local share of the total operating budget must be paid by the parties hereto. Contained in Attachment A is an Operating Budget Narrative outlining the anticipated administration costs as well as programs and study costs included in the 2010/2011 operating budget.

a) Funding of Local Share:

It is hereby agreed by the parties that the following allocation ratios and funding sources are established as binding for the purpose of funding the local share or

$662,345 of the total operating budget for the Las Vegas Wash for fiscal year 2010/2011:

i) Authority Purveyor Members acknowledge that the Authority shall pay 40% ($264,938) of the local share using revenues derived from the water wholesale delivery charges paid to the Authority by the Authority Purveyor Members.

ii) Authority "Wastewater Discharge Members" shall pay 40% ($264,938) of the local share as follows:

The City of Henderson, as a discharger, will be responsible for payment of 10% of the $264,938 or $26,494;

The Clark County Water Reclamation District will be responsible for 51.5% of the $264,938, or $136,443;

The City of Las Vegas will be responsible for 38.5% of the $264,938, or $102,001.

iii) Clark County will pay 10% of the local share ($66,235).

iv) Clark County Regional Flood Control District will pay 10% of the local share ($66,235).

Section 3: Payments

Payments will be made by the respective parties hereto as specified in Section 2 into a fund established specifically for the operations of the Las Vegas Wash projects for fiscal year 2010/2011.

Section 4: Effective Date

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

Section 5: Severability

Should any part of this agreement be rendered void, invalid, or unenforceable by any court of law for any reason, such determination shall not render void, invalid or unenforceable under any other part of this agreement.

Section 6: Governing Law

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

Section 7: Third Party Beneficiaries

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

Section 8: One Time Agreement

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

INTERLOCAL AGREEMENT AMONG THE CITY OF HENDERSON, CITY OF LAS VEGAS, CLARK COUNTY, CLARK COUNTY REGIONAL FLOOD CONTROL DISTRICT, CLARK COUNTY WATER RECLAMATION DISTRICT, AND THE SOUTHERN NEVADA WATER AUTHORITY TO ESTABLISH FUNDING ALLOCATIONS AND THE BUDGET FOR LAS VEGAS WASH ACTIVITIES IN FISCAL YEAR 2010/2011

SOUTHERN NEVADA WATER AUTHORITY

_____
Shari Buck, Chair

Approved as to form:

Approved on _____, by the Board of Directors for the Southern Nevada Water Authority.

_____
Brian Chally, Deputy Counsel

Attest:

CITY OF LAS VEGAS

_____
Beverly K. Bridges, CMC, City Clerk

_____
Oscar B. Goodman, Mayor

Approved As to Form:

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

John S. Ridilla
~~Teri Ponticello, City Attorney~~

John S. Ridilla
Deputy City Attorney

INTERLOCAL AGREEMENT AMONG THE CITY OF HENDERSON, CITY OF LAS VEGAS, CLARK COUNTY, CLARK COUNTY REGIONAL FLOOD CONTROL DISTRICT, CLARK COUNTY WATER RECLAMATION DISTRICT, AND THE SOUTHERN NEVADA WATER AUTHORITY TO ESTABLISH FUNDING ALLOCATIONS AND THE BUDGET FOR LAS VEGAS WASH ACTIVITIES IN FISCAL YEAR 2010/2011

Attest:

CITY OF HENDERSON

_____
Monica Martinez Simmons, MMC
City Clerk

_____
Andy Hafen, Mayor

Approved As To Form:

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

_____
Elizabeth Macias, City Attorney

CLARK COUNTY WATER RECLAMATION DISTRICT

_____
Richard Mendes, General Manager

Approved As To Form:

Approved on _____, by the Board of Trustees for the Clark County Water Reclamation District.

_____
Carolyn Campbell, Deputy District Attorney

INTERLOCAL AGREEMENT AMONG THE CITY OF HENDERSON, CITY OF LAS VEGAS, CLARK COUNTY, CLARK COUNTY REGIONAL FLOOD CONTROL DISTRICT, CLARK COUNTY WATER RECLAMATION DISTRICT, AND THE SOUTHERN NEVADA WATER AUTHORITY TO ESTABLISH FUNDING ALLOCATIONS AND THE BUDGET FOR LAS VEGAS WASH ACTIVITIES IN FISCAL YEAR 2010/2011

Attest:

CLARK COUNTY

_____
Diana Alba, County Clerk

_____
Rory Reid, Chairman

Approved As To Form:

Approved on _____, by the Board of County Commissioners for Clark County (Parks & Recreation)

_____
Mary Ann Peterson, Deputy District Attorney

Attest:

CLARK COUNTY REGIONAL FLOOD CONTROL DISTRICT

_____
Carolyn M. Frazier, Board Secretary

_____
Lawrence L. Brown, III, Chairman

Approved As To Form:

Approved on _____, by the Board of Directors for the Clark County Regional Flood Control District.

_____
Christopher Figgins, Clark County
Chief Deputy District Attorney

Attachment A
Operating Budget Narrative
FY 2010/2011

MATERIALS, SUPPLIES, EQUIPMENT, TRAVEL -- TOTAL $62,370

Funding in the amount of $62,370 is requested for general office support items including office supplies, printing, safety supplies, dues for professional organizations, refreshment supplies, subscriptions/publications and travel.

OFFICE LEASE AND RENTALS – TOTAL $54,740

Funding in the amount of $54,740 is requested for the office space located at 100 City Parkway and for one storage unit located on Martin Luther King Boulevard.

SALARIES AND BENEFITS – TOTAL $545,235

Funding in the amount of $545,235 is requested for salaries and benefits to support Las Vegas Wash Project Coordination Team staff.

RESEARCH AND STUDIES PROJECTS – TOTAL $2,328,828 (LOCAL CONTRIBUTION $0)

The total research and studies budget is $2,328,828. Of this, the local contribution is $0, with the remaining budget anticipated to come from federal and local grants. These projects include a variety of activities and studies to meet the tasks identified in the CAMP and to meet state and federal environmental compliance requirements.

Budgeted Items	Amount
Materials, Supplies, Equipment, Travel	$62,370
Office Lease	$54,740
Salaries and Benefits	$545,235
Research and Studies Projects	$2,328,828
TOTAL FY 10/11 BUDGET	**$2,991,173**
BUREAU OF RECLAMATION CONTRIBUTION	$1,026,000
OTHER CONTRIBUTION/GRANTS	$1,302,828
LOCAL CONTRIBUTION	$662,345

City of Las Vegas Agenda Item No.: **44.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 5, 2010

DEPARTMENT: PUBLIC WORKS
DIRECTOR: JORGE CERVANTES ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of Interlocal Agreement No 113862 between the City of Las Vegas and the Las Vegas Valley Water District for water services for the Bonneville Clark One Way Couplet project located along Bonneville Avenue and Clark Avenue from Main Street to Las Vegas Boulevard ($29,556 - Regional Transportation Commission of Southern Nevada [RTC]) - Ward 3 (Reese)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $29,556
Funding Source: RTC
Dept./Division: Public Works/City Engineer

PURPOSE/BACKGROUND:
The City of Las Vegas will be starting the construction phase for the Bonneville Clark One Way Couplet project that will be from Main Street to Las Vegas Boulevard along Bonneville Avenue and Clark Avenue. The utility improvements associated with this Interlocal Agreement will provide water service for the project landscaping.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Interlocal Agreement No 113862

INTERLOCAL AGREEMENT FOR
CITY OF LAS VEGAS
BONNEVILLE/CLARK ONE-WAY COUPLET

THIS AGREEMENT made and entered into by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter called "CITY", and the LAS VEGAS VALLEY WATER DISTRICT, a quasi-municipal corporation of the State of Nevada, whose address is 1001 S. Valley View Boulevard, Las Vegas, NV 89153, hereinafter called "DISTRICT".

RECITALS

WHEREAS, the DISTRICT is engaged in the business of distributing potable water in the City of Las Vegas, Nevada, and portions of the County of Clark, Nevada; and

WHEREAS, the CITY is engaged in the development of real property located in the public right-of-way of Bonneville Avenue, between Main Street and Las Vegas Boulevard, and Clark Avenue, between 1St Street and Las Vegas Boulevard, further referenced as Clark County Assessor's Parcel Number(s) 139-34-399-002, and has submitted plans for a street improvement project, and is desirous of receiving potable water from the DISTRICT and has made application for water service to said project; and

WHEREAS, the CITY has approved the development of the real property for beautification and has authorized a distribution of water for the development subject to the DISTRICT'S Service Rules; and

WHEREAS, DISTRICT is willing to serve said real property with water pursuant to its Service Rules as adopted by its Board of Directors and subject to the CITY performing all of the terms, conditions and provisions hereinafter set forth and required of the CITY; and

WHEREAS, the CITY is willing to construct at its sole cost and expense the required water service connections and appurtenances for the purpose of providing water service to said real property; and

WHEREAS, both the CITY and the DISTRICT are authorized to enter into interlocal agreements pursuant to NRS 277.180.

NOW, this Agreement WITNESSETH:

ARTICLE I

CITY AGREES:

A. That this Agreement provides a water commitment on a conditional basis only for a beautification project, located in the right-of-way of Bonneville Avenue, between Main Street and Las Vegas Boulevard, and Clark Avenue, between 1St Street and Las Vegas Boulevard. The conditional water commitment is provided in accordance with the DISTRICT'S Service Rules which are made a part of the Agreement by reference and applies only to the development identified in this paragraph.

B. The water commitment will be conditional until all water facilities identified in paragraph E of this Article I are constructed by the CITY and accepted by the DISTRICT for the complete development described in paragraph A of this Article I.

C. That in the event the use of the property changes and modifications to the water facilities are required, the CITY will be required to either obtain a new conditional water commitment from the DISTRICT, or at the option of the DISTRICT, to amend the Agreement.

D. That the CITY has had the opportunity to review the Service Rules and agrees to comply with the Service Rules that are in force on the effective date of this Agreement including those sections pertaining to the water commitment process.

E. At CITY'S sole cost and expense to furnish all necessary materials, labor, and equipment for the construction of the service connections and appurtenances which may include, but not be limited to, the connection to the main and the lateral pipe, a meter, or battery thereof, a meter box or vault, valves, and backflow prevention assembly hereinafter called "WATER FACILITIES", from the main to the point where the water being delivered leaves the piping owned by the DISTRICT. The location and type of said WATER FACILITIES are identified on the plan entitled:

BONNEVILLE/CLARK ONE-WAY COUPLET
Utility Plan

F. That said WATER FACILITIES may be sized to ultimately provide water service to development other than described herein, however the conditional water commitment is only for that portion of the project described herein and any additional construction requires a separate and additional conditional water commitment from the DISTRICT.

G. That said WATER FACILITIES shall be constructed in the location shown, and in accordance with the above-mentioned plan, as approved by the DISTRICT, and in conformance with DISTRICT specifications.

H. That all work shall be subject to inspection and approval by an authorized representative of the DISTRICT and the DISTRICT shall be notified a minimum of 48 hours in advance of actual construction start and 24 hours prior to an inspection of any part of the work, in order that necessary inspection can be arranged.

I. To comply with the DISTRICT'S Service Rules that are in force on the effective date of this Agreement including those sections pertaining to the water commitment process and construction of the WATER FACILITIES identified in Article I, paragraph E above.

J. At CITY'S sole cost and expense, to perform all survey work necessary to ensure installation of the WATER FACILITIES to the location and grades called for in the plans.

K. At CITY'S sole cost and expense, to disinfect and pressure test the WATER FACILITIES to the satisfaction of the DISTRICT and the health authorities having jurisdiction.

L. That connections to existing mains shall be made only in the presence of an authorized representative of the DISTRICT and at the times specified by the DISTRICT.

M. That the WATER FACILITIES shall be located outside of driveways, driveway approaches, or other areas subject to vehicular traffic. In the event the WATER FACILITIES are located within those areas either inadvertently or otherwise, the CITY shall cause such WATER FACILITIES to be relocated outside of the driveways, driveway approaches or other areas described above, in accordance with DISTRICT'S requirements, or shall reimburse the DISTRICT for the cost of relocating said WATER FACILITIES. If extraordinary conditions exist that would prevent compliance with this requirement, the CITY may submit to the DISTRICT a written request for a waiver of this requirement pursuant to the DISTRICT'S Service Rules.

N. To furnish to the DISTRICT easements, in a form satisfactory to the DISTRICT, where WATER FACILITIES are approved to be installed in other than dedicated street or alleys. Said easements shall conform to the requirements as indicated on the approved water plans and be perpetual. The conditions of said easements shall be such that no buildings, structures, trees, shrubs, or other improvements which would interfere with its use by DISTRICT can be placed upon it, that DISTRICT will have the right to operate, maintain, repair, replace, and/or change the size and/or number of WATER FACILITIES; and that proper access to all parts of the easement by DISTRICT forces and equipment is provided. The conditions of said easements shall further provide that the property owner agrees to pay any and all costs incurred by the DISTRICT to make and/or maintain said easements accessible to the DISTRICT. It may be provided that other utility lines can be installed in said easement, so long as they do not interfere with its use by DISTRICT, and are in compliance with state laws and regulations.

O. Should any defective material or workmanship affecting the WATER FACILITIES installed by the CITY be disclosed within one (1) year of the date of completion and acceptance of the WATER FACILITIES by the DISTRICT, the CITY shall immediately cause the defect to be corrected, or shall reimburse DISTRICT for its cost to correct said defect. For the purpose of this Agreement, failures including, but not limited to, any leak or break in the WATER FACILITIES, or any pavement settlement, shall be considered conclusive evidence of defective materials and/or workmanship.

P. That upon completion of construction of the work and acceptance of the work by the DISTRICT, the CITY will provide final acceptance of all work associated with the project and the final acceptance shall include providing the DISTRICT with all its right, title, and interest, in and to the WATER FACILITIES. The CITY will warrant at the time of said final acceptance that there are no encumbrances for material and labor claims.

Q. That installation of said WATER FACILITIES does not assure or guarantee that a complete water service will be available in the future. Until such time as a complete service connection is approved by the DISTRICT and a water commitment is obtained from the DISTRICT, no water may be taken from the new WATER FACILITIES installed under this Agreement.

R. That all water will be taken through metered service connections, in accordance with DISTRICT'S Service Rules. The CITY will require its contractor to install the meters in a timely manner.

S. That all water delivered through service connections will be metered and the CITY is responsible for all monthly bills for such water calculated at the current rate for metered construction water until such time as the first occupant activates the water service account with the DISTRICT'S Customer Service Division.

T. To require its contractor to protect all existing water facilities during construction and to promptly undertake the repair of damaged facilities upon authorization of the DISTRICT.

U. That any of the water facilities installed under this Agreement, once disinfected and tested to the satisfaction of the DISTRICT and once connected to existing DISTRICT facilities, must maintain established water quality standards throughout the installed system. Should the DISTRICT determine that water quality standards are not being maintained following the connection of the approved facilities to the DISTRICT'S system, a Water Quality Mitigation Plan (WQ Plan) will be required for review and implementation at the sole expense of the CITY.

ARTICLE II

DISTRICT AGREES:

A. That upon completion of construction of the WATER FACILITIES, acceptance of same by the DISTRICT, and fulfillment by the CITY of all requirements of this Agreement, to supply water to, and to thereafter operate and maintain the WATER FACILITIES installed pursuant to this Agreement in accordance with the DISTRICT'S Service Rules as the same are established and amended.

B. That construction water may be provided through metered fire hydrants and/or metered service connections in accordance with the DISTRICT'S Service Rules.

C. If required as a condition of the District's Service Rules, to refund to the CITY any overpayment of Regional Connection Charges based on a confirmed audit of annual water usage by the above described property within the first three (3) years of operation. All payments will be based on the Regional Connection Charge Rates paid at the time of project approval.

ARTICLE III

IT IS MUTUALLY AGREED:

A. That the parties understand that this Agreement does not create "water rights", but only rights to conditional water service as a potential customer. This Agreement does not create a property interest in such water service and the CITY is not deemed a DISTRICT water customer until the water facilities and development identified herein are completed as specified.

B. That the WATER FACILITIES installed under this Agreement shall be and remain the exclusive property of the DISTRICT, and shall become a part of the DISTRICT'S general water distribution system after acceptance by the District.

C. That in the event a portion of the WATER FACILITIES are constructed but this Agreement terminates, the above described property shall have no water commitment by virtue of the installation of the WATER FACILITIES. Requests for future use of said WATER FACILITIES if retained in place, shall require that a new water commitment be obtained before the WATER FACILITIES can be utilized.

D. That this Agreement shall terminate and the conditional commitment shall be void if any of the following occurs:

   1. Construction of the water facilities covered by the plan or plans identified in Article I, paragraph E of this Agreement is not diligently commenced within one (1) year from the date of DISTRICT approval of said plan or plans; or

   2. If active construction work is discontinued for a period of one (1) year; or if such construction is commenced within said one (1) year period, but is not diligently prosecuted to completion in a manner acceptable to the DISTRICT.

E. That if this Agreement terminates in accordance with its terms, right, title and interest of all or any portion of the WATER FACILITIES installed, as determined solely and exclusively by the DISTRICT, shall become the exclusive property of the DISTRICT for the DISTRICT to use, modify, or to dispose of as the DISTRICT deems appropriate.

F. That noncompliance or violation of the DISTRICT'S Service Rules or any provision of this Agreement by the CITY or its officers, employees, agents, contractors, licensees or invitees shall be cause for the District, at its sole discretion, to discontinue water service to CITY'S project without challenge by CITY and without liability for any damages caused by said discontinuation.

G. That the CITY will be responsible for any loss, damage, liability, cost or expense, except those exempted by law, caused by the actions or inactions of its employees, consultants, contractors, or agents arising under this Agreement, to the extent permitted by law including, but not limited to the provisions in NRS Chapter 41. The CITY shall protect, indemnify, and hold the DISTRICT, its officers, employees, and agents harmless from and against any and all claims, damages, losses, expenses, suits, actions, judgements, and awards including attorney's fees and court costs which may be brought against it or them as a result of or by reason of or arising out of or as a consequence of the construction of the WATER FACILITIES contemplated in this Agreement.

H. That this Agreement shall not be deemed to be for the benefit of any entity or person who is not a party hereto, and is not a commitment for water service, and neither this Agreement, nor any interest therein, may be assigned without the prior written consent of the non-assigning party.

I. That this Agreement represents the entire understanding of the CITY and the DISTRICT relative to the installation of the WATER FACILITIES in conjunction with the CITY'S project.

J. That should any part of this Agreement be rendered void, invalid, or unenforceable by any court of law, for any reason, such determination shall not render void, invalid, or unenforceable, any other part of this Agreement.

K. That the laws of the State of Nevada will govern as to the interpretation, validity, and effect of this Agreement.

L. That each party shall not discriminate against employees or applicants based on race, color, religion, sex, sexual orientation, age, or national origin, and shall ensure that applicants are employed and employees are treated without regard to the above-mentioned factors and agrees to post in conspicuous places for employees and applicants' notices provided by the Equal Employment Opportunity Commission setting forth these provisions. Each party further agrees that solicitation for employees shall state that qualified applicants will receive consideration without regard to the above-mentioned factors and will send to labor unions or collectives with which he/it has an agreement a notice of the commitments required herein and each party will comply with all local, state and federal laws prohibiting discrimination in hiring or employment opportunities.

IN WITNESS WHEREOF, the parties hereto have entered into this Interlocal Agreement on the _____ day of _____, 20___.

Date of Council Action

_____

ATTEST:

CITY OF LAS VEGAS

_____
BEVERLY K. BRIDGES, MMC, City Clerk

BY:_____
OSCAR B. GOODMAN, Mayor

APPROVED AS TO FORM:

John S. Ridilla for
BRADFORD JERBIC, Deputy City Attorney

4/16/10
Date

John S. Ridilla
Deputy City Attorney

ATTEST:

LAS VEGAS VALLEY WATER DISTRICT

_____
PATRICIA MULROY, Secretary
Las Vegas Valley Water District

BY:_____
RORY REID, President
Board of Directors

APPROVED:

_____
CHARLES K. HAUSER, General Counsel

City of Las Vegas Agenda Item No.: **45.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 5, 2010

DEPARTMENT: PUBLIC WORKS
DIRECTOR: JORGE CERVANTES ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of an Interlocal Contract Agreement with Clark County for evaluation services relating to the Special Improvement District (SID) Hardship Determination Program (not to exceed $1,350 annually - Special Assessment Revolving Loan Fund) - All Wards

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**

Amount: Not to exceed $1,350 annually
Funding Source: Special Assessment Revolving Loan Fund
Dept./Division: Public Works/SID

PURPOSE/BACKGROUND:
Per NRS 271.357, the City is required to have a hardship evaluation process in place for those residents included in a City Special Improvement District (SID). This interlocal contract with Clark County allows the City to use the services provided by Clark County Social Services to evaluate applications received by property owners requesting hardship assistance. Clark County Social Services is charging a fee of $45.00 per hour to provide this service. The contract will run from July 1, 2010 through June 30, 2011, with the option to renew for four (4) one-year periods.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Interlocal Contract Agreement

INTERLOCAL CONTRACT

This Interlocal Contract is made and entered into this _____ day of _____, 2010 (the "Effective Date"), by and between CLARK COUNTY, NEVADA, a political subdivision of the State of Nevada (hereinafter referred to as COUNTY), and the CITY OF LAS VEGAS, NEVADA, a Municipal Corporation of the State of Nevada (hereinafter referred to as CITY).

RECITALS

WHEREAS, Nevada Revised Statutes (NRS) 277.180 provides that any one or more agencies may contract with any one or more public agencies to perform any governmental service, activity, or undertaking, which any of the public agencies entering into the contract is authorized by law to perform. Such a contract must be ratified by appropriate official action of the governing body or each party to the contract as a condition precedent to its entry into force. Such contract must set forth fully the purposes, powers, rights, objectives, and responsibilities of the contracting parties; and

WHEREAS, pursuant to NRS 271.357, the CITY may adopt procedures to provide home owners, living in a CITY-designated special improvement district, a mechanism to obtain a hardship determination prior to final adoption of the assessment roll by the CITY Council; and

WHEREAS, CITY requires specialized assistance in evaluating hardship applications; and

WHEREAS, CITY desires to enter into a contract with COUNTY's Department of Social Service which has the capacity, knowledge, and skills to assist in evaluating hardship applications; and

WHEREAS, COUNTY's Department of Social Service has the capability to assist in implementing the CITY hardship determination procedures.

NOW, THEREFORE, in consideration of the premises contained herein, the parties agree to the following:

SECTION I: SCOPE OF WORK

Services to be performed by the COUNTY shall consist of the work described in Exhibit A, the Scope of Work, attached hereto.

SECTION II: COMPENSATION AND TERMS OF PAYMENT

CITY agrees to pay COUNTY the rate identified in the Scope of Work (Exhibit A) for the performance of services.

SECTION III: MISCELLANEOUS PROVISIONS

A. Termination Without Cause
   1. Upon thirty (30) days written notice to all parties, a party to this Contract may terminate this Contract without cause prior to the date of termination set forth in paragraph E. below.
   2. Upon such early terminations, the CITY will pay COUNTY that portion of the compensation for services, which has been earned as of the effective date of termination.

B. Indemnity
   The CITY agrees, by entering into this Contract, regardless of the coverage provided by an insurance policy, to pay all costs necessary to indemnify, defend, and hold COUNTY harmless from any and all claims, demands, actions, attorneys' fees, costs and expenses based upon or arising out of any acts, errors, omissions, fault or negligence of CITY or its principals, employees, subcontractors or other agents, while performing services under this Contract. CITY shall indemnify, defend, and hold harmless the COUNTY for any attorneys' fees or other costs of defense, even if the allegations of the claim are groundless, false, or fraudulent.

C. Governing Law
   Nevada law shall govern the interpretation of this Contract.

D. Confidential Treatment of Information
   COUNTY shall preserve the confidentiality, to the extent allowable by law, of any information obtained, assembled, or prepared in connection with the performance of this Contract.

E. Terms of Contract
   CITY agrees to retain COUNTY for the period from the Effective Date of the Contract through June 30, 2011, with the option to renew the Contract for four one-year periods. During this period, COUNTY agrees to provide services as required by CITY within the scope of this Contract.

F. Notice
   Any notice required to be given hereunder shall be deemed to have been given when received by the party to whom it is directed by personal service, hand delivery, certified United States (U.S.) mail, return receipt requested, or facsimile at the following address:

To COUNTY: Clark County Social Service
Director
1600 Pinto Lane
Las Vegas, Nevada 89106

To CITY: City of Las Vegas
Lorrie Linnert Dunford, Engineering Project Manager
Department of Public Works, Special Improvement District
400 Stewart Avenue
Las Vegas, NV 89101

G. Amendments
Amendments to this Contract may be made only upon mutual consent in writing by COUNTY and CITY. No amendments or modifications of this Interlocal Contract shall be deemed effective, unless or until, it is executed in writing by the parties hereto, with the same formality attending execution of this Interlocal Contract.

H. Other Party Liability
COUNTY and CITY, including any of their respective agents or employees, shall not be liable to any parties not participating in this Interlocal Contract for any act or omission of the other party.

I. Other Party Interest
This Contract is not intended to create any rights, powers or interest in any party not participating in this Interlocal Contract. This Interlocal Contract is entered into for the exclusive benefit of the undersigned parties.

J. Headings
The headings of articles and sections contained in this Interlocal Contract are for reference purposes only and shall not affect in any way the meaning or interpretation of this Interlocal Contract.

K. Waiver or Breach
Any waiver or breach of any provision of this Interlocal Contract shall not be deemed a waiver of any other breach of the same or different provision.

L. Severability
In the event any provision of this Contract is rendered invalid or unenforceable by any valid act of the U.S. Congress or the State of Nevada Legislature, or declared null and void by any court of competent jurisdiction, the rest and remainder of the provisions of this Interlocal Contract shall remain in full force and effect.

M. Non-discrimination
In providing services under this Contract, COUNTY and CITY shall not discriminate on the basis of race, color, sex, age, religion, national origin, or handicap.

N. Independent Contractor
COUNTY and CITY are independent entities and nothing contained in this Interlocal Contract shall be construed or be deemed to create a relationship of employer and employee or principal and agent or any relationship other than that of independent parties, contracting with each other solely for the purpose of carrying out the provisions of this Interlocal Contract.

O. Entire Interlocal Contract
This executed Interlocal Contract contains the entire agreement between COUNTY and CITY relating to rights granted and obligations assumed by the parties hereto. Any prior agreements, contracts, promises, negotiations, or representations, either oral or written, relating to the subject matter of this Contract not expressly set forth in this Interlocal Contract are of no force or effect.

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

CLARK COUNTY

By: _____
RORY REID, Chairman
Board of County Commissioners

DATE OF COMMISSION ACTION

_____

ATTEST:

By: _____
DIANA ALBA
County Clerk

APPROVED AS TO FORM:

By: _____
ROBERT J. GOWER
Deputy District Attorney

CITY OF LAS VEGAS

By: _____
OSCAR B. GOODMAN
Mayor

DATE OF CITY COUNCIL ACTION

_____

ATTEST:

By: _____
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

By: _____
JOHN S. RIDILLA
Deputy City Attorney

EXHIBIT A
SCOPE OF WORK

A. COUNTY, through the Department of Social Service (CCSS), will assist in providing eligibility assessments and recommendations for approval or denial to the CITY, prior to the final adoption of the assessment roll by the CITY, for home owners living in a CITY-designated special improvement district (SID) and seeking a hardship determination.

1. COUNTY will contact homeowner within two (2) working days of notification that a homeowner is seeking hardship relief to begin eligibility determination.
2. COUNTY will notify the CITY Special Improvement District Supervisor that a request has been made for hardship determination in a CITY-designated special improvement district.
   (a) Notification will be in writing.
   (b) Notification will include, at a minimum, the homeowner's name, address, SID number, and applicable date.
3. COUNTY will evaluate a homeowner's eligibility for hardship determination using COUNTY standards.
   (a) COUNTY will create a case file, paper/electronic, with information gathering to determine eligibility on formal applications for hardship determinations.
   (b) Recommendations for approval or denial will be made in writing by COUNTY to the CITY's SID Supervisor.

   (c) COUNTY will notify property owners of their right to appeal a denial and COUNTY will conduct a case review, if requested, as part of that appeal process.

   (d) COUNTY will provide a representative to attend a CITY Council meeting to explain a SID hardship recommendation, if notified at least five (5) working days in advance of the meeting.
   (e) Recommendations for hardship determination should be completed and CITY notified at least fourteen (14) days prior to council meeting that would include the final adoption of the final assessment roll for the pertinent SID. If a recommendation cannot be made within this time frame, COUNTY will notify CITY's SID Supervisor immediately.
4. COUNTY will re-evaluate approved hardship deferments on a schedule set by the CITY and coordinated with CCSS.
5. COUNTY will maintain records of approval hardship determinations for the life of the bond, or, if no bonds, are utilized for the term of the SID assessments, denied applications will be subject to COUNTY's retention policy.

B. 1. CITY will notify COUNTY in writing of the creation of any special improvement district which may include homeowners seeking hardship determinations.
   2. CITY will notify homeowners of the process to apply for hardship determination.

EXHIBIT A
SCOPE OF WORK

3. CITY will provide COUNTY with the dates of the final adoption of assessment rolls of any and all pertinent special improvement districts at least one (1) month in advance of the City Council meeting at which the adoption will occur.
4. CITY will notify CCSS at least five (5) days in advance, if a COUNTY representative is needed to attend a City Council meeting to explain a hardship determination.
5. CITY will notify COUNTY if a property, approved for a special improvement district hardship, is sold or otherwise conveyed, thereby, invalidating a hardship eligibility.
6. CITY will review any changes in eligibility criteria for hardship determination with CCSS before adoption of those changes.
7. CITY will print or bear the cost of providing any forms needed by COUNTY to fulfill its obligation under this Contract.
8. If a hardship determination is granted by CITY, CITY will notify COUNTY of such grant and of the expiration date of the applicable bond issue.

C. Compensation

1. CITY will, in exchange for the services described in Section A above, pay COUNTY $45.00 per hour for COUNTY staff to determine hardship application eligibility or to attend CITY Council meetings in accordance with this Contract. COUNTY will invoice the CITY's SID Supervisor indicating the service date, homeowner's name, SID number, COUNTY staff name, task (e.g., eligibility determination, informational meeting, council meeting), and time expended, in no less than quarter hour increments.
2. All payments shall be due within sixty (60) calendar days after receipt of the invoice.
3. Invoice summaries shall be submitted to CITY's SID Supervisor by the tenth of each month for the preceding month's services, should any have occurred.

City of Las Vegas Agenda Item No.: **46.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 5, 2010

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

SUBJECT:
RESOLUTIONS:

R-26-2010 - Approval of a Resolution overruling complaints, protests, and objections and confirming the Final Assessment Roll for Special Improvement District No. 1516 - Fremont Street Maintenance District (Las Vegas Boulevard to 8th Street) ($252,402 - Capital Projects Fund/Special Assessments) - Ward 5 (Barlow)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $252,402
Funding Source: Capital Projects Fund - Special Assessments
Dept./Division: Public Works/SID

PURPOSE/BACKGROUND:
This resolution overrules complaints, protests and objections and confirms the Final Assessment Roll for annual funding for the maintenance of the Fremont Street Commercial Area Vitalization Project. The estimated budget includes landscape maintenance, security, utilities, advertising, marketing and promotional activities within the district. The property owners will be billed in four (4) quarterly installments without interest. The fiscal amount reflects the estimated costs of SID 1516 from July 1, 2010 through June 30, 2011. The maintenance of the Commercial Area Vitalization Project is funded 100% by the property owners through this SID.

RECOMMENDATION:
It is recommended that the City Council adopt this Resolution.

BACKUP DOCUMENTATION:
Resolution No. R-26-2010

RESOLUTION NO. R-26-2010

A RESOLUTION CONCERNING THE CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1516 - FREMONT STREET MAINTENANCE DISTRICT (LAS VEGAS BOULEVARD TO 8TH STREET); OVERRULING COMPLAINTS, PROTESTS AND OBJECTIONS MADE TO THE ASSESSMENTS AT THE HEARING ON THE ASSESSMENT ROLL FOR THE DISTRICT; VALIDATING AND CONFIRMING THE ASSESSMENT ROLL; PRESCRIBING OTHER DETAILS IN CONNECTION THEREWITH; RATIFYING ALL ACTION TAKEN CONSISTENT WITH THE PROVISIONS HEREOF; AND PROVIDING THE EFFECTIVE DATE HEREOF.

Summary: Assessment Protest Resolution

WHEREAS, the City Council of the City of Las Vegas (the "City Council" and "City," respectively) in the County of Clark and State of Nevada, pursuant to an ordinance heretofore adopted (the "District Ordinance") created the City of Las Vegas, Nevada, Special Improvement District No. 1516 - Fremont Street Maintenance District (Las Vegas Boulevard to 8th Street) (the "District") and ordered the acquisition, improvement and maintenance of a Commercial Area Vitalization Project (the "Project"), as defined in Nevada Revised Statutes ("NRS") 271.063, within the District in the City; and

WHEREAS, the City Council has heretofore determined that the cost and expense of the Project is to be paid by special assessments levied against the benefited lots, tracts and parcels of land in the District which the City Council has determined will receive special benefits (and corresponding market value increases) from the Project; and

WHEREAS, in accordance with NRS 271.360 and 271.377, the City Council heretofore determined and does hereby declare that the net cost of the Project (including all necessary incidentals which either have been or will be incurred in connection with the District) is $252,402.00, of which $0 is available from other sources and $252,402.00 is to be assessed upon the benefited lots, tracts and parcels of land in the District, which the City Council has determined will receive special benefits (and corresponding market value increases) from the Project; and

WHEREAS, the City Council by resolution heretofore adopted and directed the City's Director of Public Works, together with the City Engineer Division of the City and certain consulting engineers (collectively, the "City Engineer"), to make out a final assessment roll for the District; and

WHEREAS, the City Council, together with the City Engineer, made out an assessment roll for the District which contains, among other things, the names and addresses of the last known owners of the property to be assessed, a description of each lot, tract, or parcel of land to be assessed, the amount of the proposed assessment to be levied thereon; and

WHEREAS, the City Engineer has reported the assessment roll to the City Council and the City Engineer has filed the assessment roll with the City Clerk of the City (the "City Clerk"); and

WHEREAS, the City Council, by resolution heretofore adopted, established a date, time and location at which the City Council would hear and consider any and all complaints, protests and objections to the assessment roll and to the assessments contained therein; and

WHEREAS, the City Engineer has, in accordance with the provisions of the law relating thereto, given the requisite legal notice by both mail and publication that complaints, protests and objections to assessments for the Project should be filed with the City Clerk, and that the City Council would hear and consider any and all complaints, protests, or objections on Wednesday, April 21, 2010, at 1:00 p.m., at the Las Vegas City Council Chambers, 400 Stewart Avenue, in Las Vegas, Nevada; and

WHEREAS, the City Council met at said place and time to hear and consider all complaints, protests and objections made or filed; and

WHEREAS, all complaints, protests and objections, both written and oral, were heard and considered by the City Council on April 21, 2010, and after extensive review and deliberation hereby are found to be without sufficient merit and hereby overruled. However, the City Council has, nevertheless, concluded that it is necessary and equitable that the assessment roll be corrected and revised as follows:

Parcel Number	Ownership	Revised Amount of Final Assessment
None		

and

WHEREAS, pursuant to NRS 271.357 and NRS 271.360 the City Council has considered all applications for hardship determinations and the recommendations of the Department of Social Services and hereby approves the following applications for hardship determination:

Parcel Number	Ownership	Assessment
None		

and

WHEREAS, the City Council has determined, and does hereby again determine, that all of the assessable property in the City, which is specially benefited by the Project, and only property which is so specially benefited, is included on the assessment roll heretofore filed with the City Clerk on March 17, 2010, and

WHEREAS, the City Council has determined, and does hereby determine, that the notice, both mailed and published, for the hearing held on April 21, 2010 on said assessment roll was reasonably calculated to inform each interested person of the proceedings concerning the District and the Project, which may directly and adversely affect his or her legally protected rights and interests.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAS VEGAS, IN THE COUNTY OF CLARK AND THE STATE OF NEVADA; THAT:

Section 1. This Resolution shall be known as and may be cited by the short title "District No. 1516 Assessment Protest Resolution" (the "Resolution").

Section 2. All complaints, protests and objections, both written and oral, hereby are found to be without sufficient merit and hereby overruled.

Section 3. The City Council hereby validates and confirms the assessment roll for the District, as made out by the City Council, together with the City Engineer, and filed in the records of the office of the City Clerk on March 17, 2010, as hereinabove modified, revised, corrected and made de novo.

Section 4. All actions, proceedings, matters and things heretofore taken, had and done by the City and the officers thereof (not inconsistent with the provisions of this Resolution) concerning the District, including, but not limited to, the acquisition, improvement and maintenance of the Project, and the levy of assessments for that purpose, the determination that the tracts in the District will receive special benefits and market value increases, and the validation and confirmation of the assessment roll and the assessments therein, be and the same hereby are, ratified, approved and confirmed.

Section 5. The officers of the City are hereby authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Resolution.

Section 6. All resolutions, or parts thereof, in conflict herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any resolution or part of any resolution heretofore repealed.

Section 7. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 8. The City Council has determined, and does hereby declare, that this Resolution shall be in effect immediately after its passage in accordance with law.

Passed and approved on May 5, 2010.

OSCAR B. GOODMAN, Mayor

Attest:

BEVERLY K. BRIDGES, MMC City Clerk

Approved as to form:

4/20/10
Date

Assistant City Attorney

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

I, Beverly K. Bridges, MMC, the duly chosen and qualified City Clerk of the City of Las Vegas (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 regular meeting of the City Council held on May 5, 2010.

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

Those Voting Aye: Oscar B. Goodman
Gary Reese
Steve Wolfson
Lois Tarkanian
Steven D. Ross
Ricki Y. Barlow
Stavros S. Anthony

Those Voting Nay: _____
_____

Those Absent: _____
_____

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 Statues, written notice of the meeting was given not later than 9:00 a.m. on the third working day before the meeting, including in the notice the time, place, location, and agenda of the meeting:

(a) By posting a copy of the notice at least three working days before the meeting at the principal office of the City Council, or if there is no principal office, at the building in which the meeting is to be held, and at least three (3) other separate, prominent places within the jurisdiction of the City Council, to wit:

(i) City Clerk's Bulletin Board
City Hall Plaza
2nd Floor Skybridge
Las Vegas, Nevada

(ii) Bulletin Board
City Hall Plaza (next door to Metro Records)
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

(vi) The City of Las Vegas website

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

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

6. A copy of such notice so given of the meeting of the City Council on May 5, 2010, is attached to this certificate as Exhibit "A".

IN WITNESS WHEREOF, I have hereunto set my hand on this May 5, 2010.

(SEAL)

Beverly K. Bridges, MMC, City Clerk

Exhibit "A"

(Attach Notice of Meeting and Agenda)

City of Las Vegas Agenda Item No.: **47.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 5, 2010

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: MARK R. VINCENT ☒ **Consent** ☐ **Discussion**

SUBJECT:
R-27-2010 - Approval of a Resolution to refund surplus amounts of $18,156.98 in Special Improvement District (SID) 1448 - Wards 1, 5 and 6 (Tarkanian, Barlow and Ross)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Per NRS 271.429, surplus funds in excess of $10,000 in a SID must be refunded. SID 1448 has an excess of $18,156.98. The City Treasurer has apportioned the refund to property owners of record on May 5, 2010.

RECOMMENDATION:
Staff recommends approval.

BACKUP DOCUMENTATION:
1. Resolution No. R-27-2010
2. Exhibit A - Apportionment of Surplus Funds Report

RESOLUTION NO. R-27-2010

A RESOLUTION APPROVING THE APPORTIONMENT BY THE CITY TREASURER OF SURPLUS AMOUNTS REMAINING IN THE SPECIAL FUND CREATED FOR THE PAYMENT OF BONDS AND INTEREST FOR SPECIAL IMPROVEMENT DISTRICT NO. 1448 (WARDS 1, 5 & 6).

Summary: Refunding Resolution

WHEREAS, the City Council of the City of Las Vegas in the County of Clark, Nevada (hereinafter the "City Council" and the "City" respectively) has created by ordinance a special fund (hereinafter the "Fund"), from which money has been paid for improvements made in Special Improvement District No 1448 (WARDS 1, 5 & 6) (hereinafter the "District"), and from which money has been paid toward the principal and interest relating to the District's improvements; and

WHEREAS, all principal and interest, if any, of the District have been paid in full; and

WHEREAS, surplus amounts remain in the Fund, which surplus amounts must be refunded to the property owner in accordance with Nevada Revised Statutes ("NRS") section 271.429 (as in effect on the date the surplus amounts were calculated); and

WHEREAS, no amounts were advanced from the City's general fund or surplus and deficiency fund for the payment of interest thereon of the District; and

WHEREAS, pursuant to NRS 271.429(1)(e)(1) (as in effect on the date the surplus amounts were calculated), when the surplus is more than $10,000, the Treasurer must deposit $10,000 in the Surplus and Deficiency Fund and apportion the amount of the surplus in excess of $10,000 and administrative costs among the tracts of land assessed in the District; and

WHEREAS, the City Treasurer (hereinafter the "Treasurer") has determined the surplus remaining in the fund to be $28,156.98, which exceeds $10,000; and

WHEREAS, the remaining surplus, after deduction of the administrative costs and the $10,000.00 deposited in the Surplus and Deficiency Fund, is $18,156.98; and

WHEREAS, the Treasurer has apportioned the remaining surplus among the tracts of land assessed in the District, which apportionment is hereby reported to the City Council, a copy of which is attached hereto as Exhibit A; and

WHEREAS, the approval by the City Council of the Treasurer's apportionment is required

pursuant to NRS 271.429 before the apportioned surplus may be made available for refund.

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

Section 1. The City Council hereby approves the apportionment of the surplus as prepared by the Treasurer and as found at Exhibit A.

Section 2. The Treasurer is hereby authorized to provide notice by mail and by publication of the availability of the surplus for refund, in the amounts found at Exhibit A.

Section 3. In accordance with NRS 271.429, the Treasurer shall give notice by publication in the Las Vegas Review-Journal, a newspaper of general circulation in the City, and published at least once a week, for three consecutive weeks, by three weekly insertions, the first publication being at least 60 days prior to the end of the refund period wherein the owner or owners of record on the date specified by the notice of the tracts of land assessed in the District may request a refund. It shall not be necessary that the notice be published on the same day of the week in each of the three calendar weeks but not less than 14 days shall intervene between the first publication and the last publication. Such service by publication shall be verified by the affidavit of the publisher and filed with the City Clerk. In accordance with NRS 271.429, the Treasurer shall also give written notice of the availability of the surplus for refund by mailing a copy of such notice in the United States mails, postage prepaid as first-class mail, to the last known owner or owners of record on the date specified by the notice of each tract within the District at his or her last-known address or addresses. Proof of such mailing shall be made by the affidavit of the Treasurer and such proof shall be filed with the City Clerk. Proof of the publication and proof of the mailing shall be maintained in the permanent records of the office of the City Clerk until all claims for refund are perpetually barred by an appropriate statutes of limitation. The City Council hereby determines that the manner of giving notice herein provided by publication and by mail is reasonably calculated to inform the parties of the proceedings concerning the District and the right to claim a refund.

Section 4. The notice provided for in NRS 271.429 and in Section 3 of this resolution shall be in substantially the following form:

(Start of Form)

Notice of the Availability of a Refund on Surplus Assessments in City of Las Vegas, Nevada, Special Improvement District No. 1448 (Wards 1, 5 & 6)

NOTICE IS HEREBY GIVEN to the owners of property within City of Las Vegas, Nevada, Special Improvement District No. 1446 (hereinafter the "District") and other interested persons that the City Council of the City of Las Vegas in the County of Clark, Nevada (hereinafter the "City" and "City Council" respectively), adopted on May 5, 2010, a resolution which approved the apportionment and refund of a portion of the amounts assessed against lots, tracts and parcels of land within the District (hereinafter the "Surplus") in accordance with Nevada Revised Statutes ("NRS") section 271.429.

The owner or owners of record on May 5, 2010 of each tract of land which was assessed in the District may claim the refund apportioned to such track by filing a claim with the City Treasurer within sixty (60) days after the date of the mailing of this notice (i.e., within 60 days of May 10, 2010). Thereafter, claims for such refund are perpetually barred.

Valid claims for refund filed in excess of the surplus available for each separate tract may be apportioned ratably among the claimants by the City Treasurer.

Dated this May 10, 2010.

City of Las Vegas
Mark Vincent, Treasurer
400 Stewart Avenue, 6th Floor
Las Vegas NV 89101
(702) 229-6321

*Parcel No. of property _____

*Amount of Surplus available for refund on this property $_____

(*Included in mailed, not published, notice.)

TO BE COMPLETED BY PROPERTY OWNER OF RECORD ON MAY 5, 2010

*Property Owners may use this Form to Request a Refund

Dear Mr. Vincent:

I am the property owner of record on May 5, 2010 of Parcel No. _____, found in Special Improvement District 1448 (Wards 1, 5 & 6).

I request that I be mailed a refund check as explained in your notice dated May 10, 2010

_____
Signature

_____
Print Name

_____

_____
Address

If mailed, form must be notarized. If submitted in person, please bring two forms of identification.

Signature of Owner of Record on 5/10/10 _____ Date_____

This person is personally known or provided identifications:

Notary signature_____ Notary Stamp

Printed name _____ Date_____ My commission expires_____

RETURN TO:

City of Las Vegas
SID Collections
400 Stewart Avenue, 6th Floor
Las Vegas, Nevada 89101

(End of Form of Notice)

Section 5. Surplus amounts, if any, remaining after the payment of all valid claims filed with the Treasurer within the 60-day period will be transferred to the City's Surplus and Deficiency Fund.

Section 6. Valid claims for the refund filed in excess of the surplus available for each separate tract may be apportioned ratably among the claimants by the City Treasurer.

Section 6. The officers of the City be, and they hereby are, authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Resolution.

Section 8. This resolution shall be effective on passage and approval.

PASSED and APPROVED on May 5, 2010

OSCAR B. GOODMAN, Mayor

Attest:

BEVERLY K. BRIDGES, City Clerk

Approved as to form:

4/20/10
Date

Assistant City Attorney

APN: 138-02-301-001 ETAL

City of Las Vegas, Nevada
Special Improvement District No. 1448
(Sawtooth Phase V)

APPORTIONMENT OF SURPLUS FUNDS REPORT
(May 5, 2010)

RETURN TO:

City of Las Vegas
Department of Public Works
Special Improvement District
420 N. Fourth Street
Las Vegas, Nevada 89101

EXHIBIT "A"

APPORTIONMENT OF SURPLUS FUNDS REPORT

The assessment that has heretofore been levied against those certain parcels of property that are identified in the Final Assessment Roll No. 1997-02 as recorded in Book 971203, Instrument 528 in the Office of the County Recorder, Clark County, Nevada, in which a surplus amount of $18,156.98 remains, is hereby apportioned among the said lots or parcels, as currently constituted, as follows:

Assessor's Parcel Number	Amount to be Refunded
138-02-301-001	$ 399.27
138-02-301-002	$ 95.42
138-02-301-003	$ 95.42
138-02-701-008	$ 509.11
138-02-712-005	$ 214.23
138-02-712-006	$ 302.65
138-02-712-007	$ 425.06
138-02-712-009	$ 333.25
138-02-712-010	$ 530.48
138-02-712-011	$ 374.06
138-02-712-012	$ 493.08
138-02-701-004	$ 4,337.60
138-11-201-001	$ 853.84
138-11-201-002	$ 718.80
138-11-201-003	$ 69.22
138-11-201-004	$ 65.58
138-11-201-005	$ 422.52
138-11-201-006	$ 720.99
138-11-201-007	$ 916.64
138-11-201-008	$ 913.64
138-22-317-002	$ 421.13
138-22-317-003	$ 263.18
138-22-317-004	$ 226.34
138-22-317-005	$ 1,538.24
138-23-720-003	$ 233.38
138-23-720-005	$ 548.08
138-23-720-007	$ 519.80
138-23-721-001	$ 35.13
138-23-721-002	$ 35.13
138-23-721-003	$ 35.13
138-23-721-004	$ 35.13
138-23-721-005	$ 35.13
138-23-721-006	$ 35.13
138-23-721-007	$ 35.13
138-23-721-008	$ 35.13
138-23-721-009	$ 35.13
138-23-721-010	$ 35.13
138-23-721-011	$ 35.13

Assessor's Parcel Number	Amount to be Refunded
138-23-721-012	$ 35.13
138-23-721-013	$ 35.13
138-23-721-014	$ 35.13
138-23-721-015	$ 35.13
138-23-721-016	$ 35.13
138-23-721-017	$ 35.13
138-23-721-018	$ 35.13
138-23-721-019	$ 35.13
138-23-721-020	$ 35.13
138-23-721-021	$ 35.13
138-23-721-022	$ 35.13
138-23-721-023	$ 35.13
138-23-721-024	$ 35.13
138-23-721-025	$ 35.13
138-23-721-026	$ 35.13
138-23-721-027	$ 35.13
138-23-721-028	$ 35.13
138-23-721-029	$ 35.13
138-23-721-030	$ 35.13
138-23-721-031	$ 35.13
138-23-721-032	$ 35.13
138-23-721-033	$ 35.13
138-23-721-034	$ 35.13
138-23-721-035	$ 35.13
138-23-721-036	$ 35.13
138-23-721-037	$ 35.13
138-23-721-038	$ 35.13
138-23-721-039	$ 35.13
138-23-721-040	$ 35.13
138-23-721-041	$ 35.13
138-23-721-042	$ 35.13
138-23-721-043	$ 35.13
138-23-721-044	$ 35.13
138-23-721-045	$ 35.13
138-23-721-046	$ 35.13
TOTAL	**$ 18,156.98**

DATED this ___ day of May 2010.

Respectfully submitted,

MARK R. VINCENT, City Treasurer

City of Las Vegas Agenda Item No.: **48.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 5, 2010

DEPARTMENT: CITY MANAGER
DIRECTOR: ELIZABETH N. FRETWELL ☐ **Consent** ☒ **Discussion**

SUBJECT:
ADMINISTRATIVE:

Report from various local business sectors/organizations on the current state of the economy in Southern Nevada and its effect on their industry and business operations - All Wards

Fiscal Impact

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

PURPOSE/BACKGROUND:
The national economic downturn has had a significant impact on the economy in Southern Nevada. Therefore, local businesses in both the private and non-profit sectors have been affected. Representatives from the Associated General Contractors, Fremont Street Experience, Greater Las Vegas Association of REALTORS, Las Vegas Chamber of Commerce, Las Vegas Convention and Visitors Authority, Nevada Resort Association, and the Southern Nevada Homebuilders Association will provide an update on the impact that the economic downturn has had on their industry, business, and/or organization.

RECOMMENDATION:
Report only, no action required.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **49.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 5, 2010

DEPARTMENT: CITY MANAGER
DIRECTOR: ELIZABETH N. FRETWELL ☐ **Consent** ☒ **Discussion**

SUBJECT:
ADMINISTRATIVE:

Discussion and possible action on a report from the Financial Oversight Committee regarding the revenue forecast

Fiscal Impact

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

PURPOSE/BACKGROUND:
The City created a Financial Oversight Committee that convenes every six (6) months to review the City's revenue forecast.

RECOMMENDATION:
None

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **50.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 5, 2010

DEPARTMENT: OFFICE OF BUSINESS DEVELOPMENT
DIRECTOR: BILL ARENT ☐ **Consent** ☒ **Discussion**

SUBJECT:
Discussion and possible action regarding an Interlocal Agreement between the City of Las Vegas Redevelopment Agency and the City of Las Vegas to provide funding for the operations and maintenance of the Reed Whipple Cultural Center located at 821 North Las Vegas Boulevard (APN 139-27-708-016) ($372,695 - RDA Special Projects Fund) - Ward 5 (Barlow) [NOTE: This item is related to RDA Item 5]

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $372,695
Funding Source: RDA Special Projects Fund
Dept./Division: OBD/RDA

PURPOSE/BACKGROUND:
The City of Las Vegas (City) owns the real property and improvements located at 821 North Las Vegas Boulevard, commonly known as the Reed Whipple Cultural Center (Center). The City has determined that as a result of budget reductions, it is currently not feasible for the City to continue to fund the entire cost of operating the Center; the Las Vegas Redevelopment Agency (RDA) has determined that it is in the best interest of the community and the mission of the RDA to provide funding to maintain the Center in operation for fiscal year 2011. The term of this Agreement may be extended for two (2) one (1) year periods. Any such extension will be contingent on a formal appropriation by the board of the RDA.

RECOMMENDATION:
Approval.

BACKUP DOCUMENTATION:
Interlocal Agreement

INTERLOCAL AGREEMENT BETWEEN THE CITY OF LAS VEGAS REDEVELOPMENT AGENCY AND THE CITY OF LAS VEGAS TO PROVIDE FUNDING FOR THE OPERATIONS AND MAINTENANCE OF THE REED WHIPPLE CULTURAL CENTER

This Interlocal Agreement ("Agreement") is made and entered into this _____ day of _____, 2010, by and between the City of Las Vegas Redevelopment Agency (the "RDA") and the City of Las Vegas, Nevada, a political subdivision of the State of Nevada (the "City"). The City and RDA are individually referred to herein as a "Party" and collectively as the "Parties".

W I T N E S S E T H

WHEREAS, the City owns and operates the real property and improvements located at 821 Las Vegas Boulevard North, Las Vegas, Nevada, commonly known as the Reed Whipple Cultural Center (the "Center"); and

WHEREAS, the RDA adopted on March 5, 1986, that plan of redevelopment entitled, to-wit: the Redevelopment Plan for the Downtown Las Vegas Redevelopment Area pursuant to Ordinance 3218, which Redevelopment Plan has been subsequently amended on February 3, 1988, by Ordinance 3339; April 11, 1992, by Ordinance 3637, on November 4, 1996, by Ordinance 4036, on December 17, 2003, by Ordinance 5652 and on May 17, 2006, by Ordinance 5830 (collectively the "Redevelopment Plan"); and

WHEREAS, NRS 277.180 provides that any one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which any of the public agencies entering into the contract is authorized by law to perform; and

WHEREAS, the City has determined that as a result of budget reductions that it is currently not feasible for the City to continue to fund the entire cost of operating the Center; and

WHEREAS, the RDA has determined that it is in the best interests of the community and the mission of the RDA to provide funding to maintain the Center in operation for the general benefit of the community as further described below; and

WHEREAS, the City is willing to accept such funding and to maintain the Center in operation on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and Agreements herein contained, the Parties hereby agree as follows:

Section 1 – Term and Purpose

1.1 Unless earlier terminated as set forth in this Agreement, this Agreement shall be for a term of one (1) year period commencing on July 1, 2010 and ending June 30, 2011. The term of this Agreement may be extended for two (2) one (1) year periods each by mutual Agreement of the Parties. Any such extension will be contingent on a formal appropriation by the board of the RDA. The effective date of this Agreement shall be the date the Agreement has been executed by the parties.

1.2 The Parties agree that this Agreement is in the best interests of the Parties and for the community in general by enabling the continuation of cultural programs at the Center including the Youth Orchestra funded by the Clark County School District.

Section 2 – Center Funding

2.1 The RDA agrees to fund up to a maximum amount of $372,695.00 to fund the operation of the Center during the term of this Agreement. The RDA shall disburse its funding in equal quarterly installments commencing July 1, 2010 through June 30, 2011. The City agrees to pay for all other costs and expenses required for the operation of the Center during the term of this Agreement.

2.1 The RDA's obligation to pay the funding shall be subordinate to all existing and future indebtedness and other financial obligations of the RDA for borrowed money whether evidenced by bonds, notes or Agreements (such existing and future indebtedness and other financial obligations are herein referred to as the "Superior Lien Obligations".) The RDA hereby pledges to the payment of the obligations of this Agreement the non-housing portion of the taxes it receives pursuant to NRS 279.676 (b) after payment of the Superior Lien Obligations. The lien of

the pledge made by this Section on the non-housing portion of such taxes is subordinate and junior to the lien of all Superior Lien Obligations of such taxes.

Section 3 – Operation of the Center

3.1 Attached to this Agreement as Schedule 1 is a plan setting forth the operating hours, staffing, programming and budget for the operation of the Center during the term of this Agreement (collectively referred to as the "Operating Plan"). The City agrees to operate the Center in compliance with the Operating Plan. The City agrees that the RDA shall have no obligation whatsoever for the operation and/or maintenance of the Center except for the provision of the funding as set forth in Section 2.1 above.

Section 4 – Miscellaneous

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

If to the RDA:	City of Las Vegas Redevelopment Agency 400 Stewart Avenue, 2nd Floor Las Vegas, Nevada 89101 Attention: Operations Manager
If to the City:	City of Las Vegas Office of Business Development 400 Stewart Avenue, 2nd Floor Las Vegas, NV 89101 Attention: Bill Arent, Director
With a copy to:	City of Las Vegas Office of Cultural Affairs Historic Fifth Street School 401 S. 4th Street Las Vegas, NV 89101 Attention: Nancy Deaner, Director

4.2 This Agreement is for the benefit of the Parties only and for the benefit of the owners of the Bonds or other bonds described above. No person or entity is intended to ever be a third party beneficiary of this Agreement.

4.3 If either Party fails to make any payment due hereunder at times specified herein, or either Party fails to abide by the provisions of this Agreement, this Agreement may be enforced by the other Party hereto in a court of competent jurisdiction to enforce the provisions of this Agreement, for damages or to obtain any other remedy that may be available in law or in equity, including specific performance of the provisions of this Agreement. The provisions of this Section are not intended as a limitation on the remedies that may be available in case of breach of this Agreement.

4.4 No failure or delay on the part of any Party to this Agreement to enforce the provisions hereof shall operate as a waiver thereof, nor shall a single or partial enforcement of any provision hereof preclude any other or further enforcement or exercise of any other right, power or remedy that any Party may have.

4.5 Time is of the essence to this Agreement. Each Party agrees that it shall perform all of its obligations under this Agreement promptly when required.

4.6 This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and their assigns. No assignment of this Agreement or any right or obligation hereunder by any of the Parties shall be valid unless the other Party consents to that assignment in writing.

4.7 This Agreement may be modified at any time by the Parties, but only by a written instrument signed by each of the Parties.

4.8 If any provision of this Agreement is deemed to be invalid or unenforceable, the invalidity or unenforceability shall not affect the remaining provisions of this Agreement that can be given effect without the invalid or unenforceable provision, and the Parties agree to replace the invalid or unenforceable provision with a valid provision which has as nearly as possible the same effect.

4.9 This Agreement may be executed in one or more counterparts, each of which shall be regarded as the original and all of which shall constitute the same Agreement.

4.10 By approving and executing this Agreement, the City has authorized and consented to the undertakings of the RDA and finding that these actions are in compliance with and furtherance of the Redevelopment Plan.

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

CITY OF LAS VEGAS
REDEVELOPMENT AGENCY

Elizabeth N. Fretwell, Executive Director

ATTEST

Beverly K. Bridges, MMC
Secretary

CITY OF LAS VEGAS

Oscar B. Goodman, Mayor

ATTEST

Beverly K. Bridges, MMC
City Clerk

Approved as to Form:

4-2-10

SCHEDULE 1

Operating Hours:

Monday	4:00 pm to 9:00 pm
Tuesday	3:00 pm to 9:00 pm
Wednesday – Friday	2:30 pm – 9:00 pm
Saturday	8:30 am – 5:00 pm
Sunday	closed

Staffing Plan:

Eight (8) hourly staff instructors to teach summer camp

Four (4) hourly staff assistants as summer camp counselors

Two (2) hourly staff persons to administer year-round operations for the Center.

Programming Plan:

The Arts Camp will run from June 7 – July 10. It starts at 7:00am and ends at 6:00pm. Staff coverage includes full time staff, camp counselors and instructors.

T.A.C. –	Hourly Wages and Benefits:	$27,600
	Service and Supplies:	$ 2,400
	*FTE Salary and Benefits:	$13,515
	Total for 2010 TAC:	$43,515

Las Vegas Youth Orchestra

Wednesday	3:00 pm - 8:30 pm *
Thursday	3:00 pm - 8:30 pm *
Thanksgiving week	
Tuesday	3:00 pm - 8:30 pm *
Wednesday	3:00 pm - 8:30 pm *

Occasionally a Tuesday during testing weeks, or a Friday for special concert preparations.

Rainbow Company

CLASSES

Monday	5:00 pm - 9:00 pm
Tuesday	7:00 pm - 8:30 pm
Saturday	9:00 am - 11:00 am

When in Production/During Shows rehearsals and crew calls are in the late afternoon and evenings. Crew calls are generally 3pm-6pm or 4pm-6pm in the afternoons on week days, and rehearsals are 6:00 – 9:00 pm Tuesday -Friday and Saturday 1:00 – 5:00 pm.
classes are from 9:00 - 11:00 am RWCC

Neon Museum

Currently, offering tours on Fridays at 2:00 pm and Saturdays at 12:00 pm and 2:00 pm.
When re-open full-time in late summer (September 1), tours will be Tuesday through Saturday twice daily, once at 12:00 pm and once at 2:00 pm. Visitors often beginning arriving at 11:00 am with everyone gone by 4:00 pm. Programming budget for the Neon Museum is the responsibility of the non-profit Board of Directors.

***Proposed work hours for all groups. Facility will be open only to the above mentioned user groups and their audiences once TAC camp is finished on July 10.

Budget:

Year Round Coverage hourly staff: Based on the center being open 26 hrs per week for 52 weeks

Hourly Staff Rate:	$14.35 per hour X 1352 hrs (Entire Year)
	= $19,400 + 15% Benefits
	= $22,311
Facility Cost Based on FY10:	$372,695*
Alarm:	$11,400
Rainbow Company Total Budget:	$498,517 - Please note: in addition to Reed Whipple, Rainbow Company programs are at other city facilities and in the Clark County School District.

*Personal Liability	$ 30,431.87
Rent	$ 26,061.57
Utilities & Facilities Management	$316,201.50
TOTAL	$372,694.94

City of Las Vegas Agenda Item No.: **51.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 5, 2010

DEPARTMENT: OFFICE OF BUSINESS DEVELOPMENT
DIRECTOR: BILL ARENT ☐ **Consent** ☒ **Discussion**

SUBJECT:
Discussion and possible action regarding an Interlocal Agreement between the City of Las Vegas Redevelopment Agency and the City of Las Vegas to provide for the operations and maintenance of the Historic Fifth Street School located at 401 South 4th Street (APN 139-34-303-001) by the City of Las Vegas Office of Cultural Affairs ($419,029 - RDA Special Projects Fund) - Ward 3 (Reese) [NOTE: This item is related to RDA Item 6]

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $419,029
Funding Source: RDA Special Projects Fund
Dept./Division: OBD/RDA

PURPOSE/BACKGROUND:
The City of Las Vegas Redevelopment Agency (RDA) owns the real property and improvements located at 401 South 4th Street, Las Vegas, Nevada, commonly known as the Historic Fifth Street School (School). The RDA and City of Las Vegas (City) entered into a Memorandum of Understanding (MOU) on July 16, 2008, and one subsequent extension to set forth terms and conditions to lease approximately 1,783 square feet of management and staff offices to the City of Las Vegas Office of Cultural Affairs (OCA) in exchange for facility management of the School. The RDA and City have agreed to terminate the MOU and operate the School under the terms and conditions of an Interlocal Agreement. The RDA shall provide funding in the amount of $419,029 for FY2011, to fund operations and maintenance expenses associated with the School.

RECOMMENDATION:
Approval.

BACKUP DOCUMENTATION:
Interlocal Agreement

INTERLOCAL AGREEMENT BETWEEN THE CITY OF LAS VEGAS REDEVELOPMENT AGENCY AND THE CITY OF LAS VEGAS TO PROVIDE FOR THE OPERATIONS AND MAINTENANCE OF THE HISTORIC FIFTH STREET SCHOOL BY THE CITY OF LAS VEGAS OFFICE OF CULTURAL AFFAIRS

This Interlocal Agreement ("Agreement") is made and entered into this _____ day of _____, 2010, by and between the City of Las Vegas Redevelopment Agency ("RDA") as property owner, and the City of Las Vegas ("City") on behalf of the City of Las Vegas Office of Cultural Affairs ("OCA"), (formerly the City of Las Vegas Cultural Affairs Division); as facility manager. Each of the above is a "Party" and collectively they are "Parties" to this Agreement.

W I T N E S S E T H

WHEREAS, the RDA owns the real property and improvements located at 401 South 4th Street, Las Vegas, Nevada, commonly known as the Historic Fifth Street School ("Premises" or "Facility"); and

WHEREAS, the Parties entered into a Memorandum of Understanding on July 16, 2008, and one subsequent extension through June 30, 2010 (collectively, the "MOU"); and

WHEREAS, the Parties have agreed to terminate the MOU and operate under the terms and conditions herein; and

WHEREAS, NRS 277.180 provides that any one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which any of the public agencies entering into the contract is authorized by law to perform;

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

Section 1 – TERM

Unless earlier terminated (per Section 9, Termination), this Interlocal Agreement shall be for a two (2) year period commencing upon the effective date of this Agreement, with a one (1) year option to renew by the parties. The effective date of this Agreement shall be the date the agreement has been executed by the parties.

Section 2 - RDA OBLIGATIONS

A. The RDA shall provide, at no cost to OCA, management and staff offices of approximately 1,783 square feet in exchange for daily on-site management, programming, operations and maintenance, and event staffing of the Premises.

B. The RDA shall provide funding for the following expenses associated with the Premises subject to a minimum annual appropriation $419,029.00 for FY2011; estimated expense projection below:

EXPENSES	FY 11 7/1/10 - 6/30/11
Facilities Charges (includes Gas, Power Trash, Sewer, Maintenance/Liability, Janitorial)	$ 338,000.00
Landscape	$ 31,497.00
Terminix	$ 184.00
Security	$ 43,348.00
Cox	$ 1,000.00
Misc.	$ 5,000.00
TOTAL	**$ 419,029.00**

i. One (1) Facility Management Staff Position

ii. Common Area Maintenance (CAM) charges – all Premises common areas (including OCA management and staff offices.

iii. Internal facilities charges including: maintenance, liability and janitorial and utilities to include: gas, power, water, trash and sewer

iv. Security and Alarm monitoring

v. Landscape, fountains and paved surfaces maintenance

vi. Pest control

vii. Basic cable service

viii. Miscellaneous services (not to exceed Five Thousand Dollar ($5,000) per fiscal year)

C. The RDA shall provide management of:

i. Facility Maintenance Capital Costs

ii. Parking Agreements with City of Las Vegas Department of Detention and Enforcement

Section 3 - OCA OBLIGATIONS:

A. OCA shall provide oversight and management of:

i. Tenant Leases

ii. Accounts Receivable for Real Estate

iii. Accounts Payable for Real Estate

iv. Third Party Contracts

B. OCA shall provide daily on-site facility management of the following Operations and Maintenance Services:

i. (a) Check operational status of HVAC system and program for special events as required;

(b) Inspect mechanical buildings and cooling tower operations; check for signs of in-operation.

(c) Oversight of daily landscape maintenance activity;

ii. Oversight of Centennial Plaza and facility common areas

iii. Coordinate with the Las Vegas Metropolitan Police Department, City of Las Vegas Marshal units, and contracted security service regarding law enforcement issues

C. OCA shall provide the following Programming and Events Management:

i. Calendar coordination for resident-tenants, city of Las Vegas, Redevelopment Agency, and third party special events requests

ii. Special Events setup/teardown

iii. General cleanup as necessary

iv. Programming and coordination with contracted alarm services for daily, evening, and weekend special events as needed.

D. OCA shall use its best efforts to attain the Outside Rental Revenue Targets per fiscal year:

Monthly event rentals (based on 2 events per month)		
Auditorium/Gallery	$2,000.00 per event	$48,000.00
Courtyard rental	$250.00 per event	$ 6,000.00
Conference Room	$250.00 per event	$ 6,000.00
Total Annual Revenue Target:		**$60,000.00 annual***

***Total annual revenue targets to be increased by 10% per year, over a two (2) year period.**

OCA shall develop and implement a Facility Programming Marketing Plan in order to maximize Facility use and rental revenues.

E. OCA shall maintain a User Production Expense (Cost Analysis) by analyzing the user-cost of Facility rentals (gross rental income/expenses, staffing, and misc.).

Section 4 - PARTIES AGREE:

A. Budget Development - Parties agree to develop an annual budget of projected facility expenses. The budget shall be reviewed by parties on a semi-annual basis.

C. Parties agree to review and acknowledge the Fee Waiver Policy No. CM400, Office of the City Manager, approved May 30, 2008, herein attached as Exhibit A, regarding the City's facility rentals.

Section 5 - REPAIRS AND MAINTENANCE:

A. **RDA's Obligations for Repairs and Modifications**

(1) RDA shall keep the Premises, interior and exterior walls, roof, common areas and equipment in good condition and repair; through the city-owned assets, Internal Service Fund, implemented through the City's Department of Field Operations.

(2) If the RDA provides furniture, fixtures, equipment, finishes or other items of personal property ("RDA's FF&E") to the Premises for use by OCA, the RDA's FF&E shall remain the property of the RDA upon the termination and surrender of the Premises by OCA.

B. **OCA's Obligations for Repairs and Maintenance**

(1) Notwithstanding RDA's obligation to keep the Premises in good condition and repair, OCA shall be responsible for payment of the cost thereof to RDA for any maintenance and repair of the Premises, or any equipment (wherever located) that serves only OCA in the Premises, to the extent such cost is attributable to causes beyond normal wear and tear. OCA shall be responsible for the cost of painting, repairing or replacing wall coverings, and to repair or replace any Premises improvements that are not ordinarily a part of the Premises. OCA shall not make any alterations, additions or improvements without the prior consent of the RDA.

Section 6 - CONDITION OF PREMISES:

The Premises are provided to OCA in an "as-is" condition. The RDA makes no warranty concerning the Premises and shall have no obligation to construct any improvements other than those that currently exist.

Section 7 - DAMAGE OR DESTRUCTION:

OCA shall give prompt notice to the RDA in case of fire or accidents in or near the Premises or in any area of the facility.

a) If the Premises are partially damaged by fire or other casualty, the RDA and OCA shall work with City Department of Field Operations, Facilities Management Division to secure the Premises; inform insurance services, and proceed to repair such damages.

b) If the Premises or common areas are substantially or totally destroyed, or if the Premises are damaged so extensively that it cannot, in the RDA's opinion, be repaired within sixty (60) days after commencement of such repairs, or if the RDA shall decide to rebuild

the Premises or common areas so that they will be substantially different structurally or architecturally, then the RDA may, at its option, within thirty (30) days after such damage or destruction, give OCA written notice thereof and this Agreement shall thereupon be terminated effective as of the date of the occurrence of such damage or destruction.

Section 8 – PARKING:

OCA shall coordinate the daily and special events parking for the on-site facility parking lot and the overflow lot located at the southeast corner of 4th Street and Clark Avenue for resident tenants and invited guests.

Section 9 – TERMINATION:

The RDA shall have the right at any time to terminate this Agreement, in whole or in part, for any reason whatsoever. Such termination shall be effective with ninety (90) days written notice from the RDA to the Parties, specifying the extent and effective date of the termination.

OCA shall surrender the Premises and RDA's FF&E to RDA in the same condition as received, ordinary wear and tear excepted, clean and free of debris. Any damage or deterioration of the Premises and RDA's FF&E shall not be deemed ordinary wear and tear if the same could have been prevented by good maintenance practices by OCA. OCA shall repair any damage to the Premises or RDA's FF&E occasioned by the installation or removal of OCA's trade fixtures, alterations, furnishings and equipment. Except as otherwise stated in this Agreement, OCA shall leave the HVAC, power panels, electrical distribution systems, lighting fixtures, air conditioning, window coverings, wall coverings, carpets, wall paneling, ceilings and plumbing on the Premises in good operating condition.

Section 10 – NOTICES:

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

If to the RDA:	City of Las Vegas Redevelopment Agency 400 Stewart Avenue, 2nd Floor Las Vegas, Nevada 89101 Attention: Operations Manager
If to the City:	City of Las Vegas Office of Business Development 400 Stewart Avenue, 2nd Floor Las Vegas, NV 89101 Attention: Bill Arent, Director
With a copy to:	City of Las Vegas Office of Cultural Affairs Historic Fifth Street School 401 S. 4th Street Las Vegas, NV 89101 Attention: Nancy Deaner, Director

Section 11 –TERMINATION OF MOU:

By approval and execution of this Agreement by the Parties, the Parties agree to terminate the MOU effective the date of this Agreement.

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

CITY OF LAS VEGAS
REDEVELOPMENT AGENCY

Elizabeth N. Fretwell, Executive Director

ATTEST

Beverly K. Bridges, MMC
Secretary

CITY OF LAS VEGAS

Oscar B. Goodman, Mayor

ATTEST

Beverly K. Bridges, MMC
City Clerk

Approved as to Form:

J. Pankiewicz 4/22/10 Date

EXHIBIT A

Service Fee Waiver Policy

No:	CM400	**Type:**	Policy
Department:	Office of the City Manager		
Approval Date:	05/30/2008	**Approval:**	

Purpose

To establish guidelines for Departments receiving requests to waive fees for outside organizations. This policy does not pertain to requests received from other City of Las Vegas Departments or other Southern Nevada governmental organizations.

Scope

All Employees.

Policy

It is the policy of the City of Las Vegas that requests for fee waivers shall be denied.

In rare occasions when a requesting organization meets certain criteria, the Department Director, or designee, may decide to make a recommendation to the City Manager to waive a fee. The following conditions must be met in order for a fee waiver to be considered:

The services provided for a charge are not regulated by State Statute, Resolution, Agreement, or City Ordinance[i]; and

The organization requesting a fee waiver is a non-profit organization, which is defined as any organization that is exempt from federal income tax; and

It can be documented that the fee waiver is in the best interest of the City[1] as determined by the City Manager or designee; and

It can be documented that the fee waiver meets the Public Purpose Doctrine[2] as determined by the City Attorney or designee; and

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[1] The City Manager may use any of the following guidelines to determine if a fee waiver is in the best interest of the City:

- In the absence of the non-profit organization, the City would provide the services.
- The services support any of the priorities of the City Council.
- The services rendered to the community provide a financial incentive for the City.

[2] Public Purpose Doctrine Defined – Definition given by the Nevada State Attorney General

"The "public purpose doctrine" prohibits the use of public property for private purposes. The essence of the [public purpose] doctrine, that public funds may be expended only for public purpose, rests on the theory that governmental power should be used for the benefit of the entire community. A "public purpose" is an action on the part of the

- The requesting organization has properly completed and submitted the proper forms to request a fee waiver.

Department staff who receive requests to waive fees for any fee-related service should forward the request to their respective Department Director or designee.

In those instances when there is a recognizable public benefit and the waived fee is in the best interest of the City and its residents, and all of the above criteria are met, the Department Director should work with the requesting organization to document the public purpose of the fee waiver and present the results to their respective Deputy City Manager with a recommendation. The City Manager, or designee, will determine if the fee waiver is appropriate and will inform the Department Director of the decision.

Fees charged that are covered by Municipal Code 13.36.138 will not be eligible for waiver.

All records of fees that are waived should be forwarded to the Department of Finance & Business Services to be recorded in a separate contra-revenue account. In this way, the accountability for the waived fee is maintained.

References

City of Las Vegas, *Parade Policy* CM104

City of Las Vegas, *Parade Procedure* CM104a

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[i] **The Municipal Code Provides:**

13.36.138 Additional costs to be paid in advance.

Any person who is issued a permit pursuant to LVMC 13.36.134 [Special events at City parks or other City facilities] shall pay all of the additional costs that the City incurs, in excess of those that it incurs in connection with its normal maintenance of the park or facility in which the special event is held, as the direct result of the special event for which such permit is issued, and no permit may be issued hereunder until the amount of the City's estimate of such additional costs has been paid in advance. The additional costs for which the permittee shall be responsible shall include without limitation the City's expenditures that are associated with the personnel and equipment that it uses in preparing for, supervising and cleaning up after such event. Any of such additional costs that exceeds the City's estimate thereof shall be enumerated in writing, and an invoice therefore will be forwarded to the permittee for payment.
(Ord. 3372 §§ 1 (part), 15, 1988)

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federal, state, or local government that benefits the community as a whole and is directly related to the function of the government.

City of Las Vegas Agenda Item No.: **52.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 5, 2010

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: MARK R. VINCENT ☐ **Consent** ☒ **Discussion**

SUBJECT:
Discussion and possible action regarding a Review of a Temporary Supper Club License, Marysol Montano and Gume Montano, dba La Sirena Mexican Seafood Restaurant, 2327 South Eastern Avenue, Marysol Montano, Owner, 50% and Gume Montano, Owner, 50% - Ward 3 (Reese)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Discussion and possible action regarding a Review of a Temporary Supper Club License.

RECOMMENDATION:
Recommendation to be provided following the discussion of this item at the City Council Meeting.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **53.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 5, 2010

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: MARK R. VINCENT ☐ **Consent** ☒ **Discussion**

SUBJECT:
Discussion and possible action regarding a Temporary Class III-A Secondhand Dealer License, Jewelry Manufactures Exchange, Inc., dba Jewelry Manufactures Exchange, Inc., 8550 West Charleston Boulevard, Suite 108, Sharon Tigert, Pres, Secy, Treas, Dir, 100% - Ward 2 (Wolfson)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Discussion and possible action regarding a Temporary Class III-A Secondhand Dealer License.

RECOMMENDATION:
Recommendation to be provided following the discussion of this item at the City Council Meeting.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **54.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 5, 2010

DEPARTMENT: LEISURE SERVICES
DIRECTOR: BILLIE M. BASTIAN ☐ **Consent** ☒ **Discussion**

SUBJECT:
Discussion and possible action regarding an agreement between the City of Las Vegas and the United States Tennis Association to provide program funding at the Stacy and Amanda Darling Tennis Center - Ward 4 (Anthony)

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount: 50,000
Funding Source:
Dept./Division: Leisure Services/Adaptive-Sports

PURPOSE/BACKGROUND:
The United States Tennis Association (USTA) has granted the City of Las Vegas $50,000 for the purpose of facilitating a regional training program at the Stacy and Amanda Darling Tennis Center. The agreement and funding will support six elite training sessions for youth, each year, for three consecutive years.

RECOMMENDATION:
Staff recommends approval pursuant to the agreement and indemnification clause

BACKUP DOCUMENTATION:
1. UTSA Proposed Contract
2. First Amendment to the Agreement

AGREEMENT

This Agreement (this "Agreement") is entered into this 5th day of April, 2010 between USTA Player Development Incorporated, a New York not for profit corporation with offices at 70 West Red Oak Lane, White Plains, New York 10604-3602 ("USTAPD") and the City of Las Vegas, a municipal corporation within the State of Nevada, acting through the Department of Leisure Services, having an address at 749 Veterans Memorial Drive, Las Vegas, Nevada, and operating the Darling Tennis Center located at 7901 West Washington Avenue, Las Vegas, Nevada (collectively, the "Center").

WHEREAS, Center operates a first class tennis facility dedicated to promoting the sport of tennis and training the next generation of tennis professionals;

WHEREAS, USTAPD operates the National Training Center Headquarters in Boca Raton, Florida, the West Coast Training Center in Carson, California, and the East Coast Training Center in Flushing, NY, which are first class tennis facilities for the development of elite tennis players; and.

WHEREAS, USTAPD desires to engage the services of the Center to develop and operate under the guidance, direction and funding of USTAPD one of several regional tennis training programs across the United States (each, a "Program") and the Center desires to provide such services, all on the terms and conditions set forth herein.

NOW, THEREFORE, the parties agree as follows:

1. Services. Center, at its expense unless otherwise stated herein, shall provide, on a non-exclusive basis, the following services ("Services") to USTAPD:

   A. Exclusive access to the Center premises and all related facilities otherwise available to the Center's members or regular participants (e.g., tennis courts, bathrooms, showers, locker room space, food and beverage service, etc.) (the "Facility") on dates (the "Program Dates") to be mutually agreed upon by the parties, it being understood that the Program operated at the Facility shall be comprised of a minimum of six (6) sessions of three (3) or four (4) days annually during the Term with a minimum availability of 8 courts during the time specified. Center agrees to acquire and utilize the Dartfish (or other USTAPD pre-approved) video analysis system in connection with the Program. The parties agree that, with USTAPD's prior written consent in each instance, the Center may continue to utilize those parts of the Facility not being used by USTAPD during any particular Program Date;

   B. The following coaches (the "Coaches") at all times during the Program Dates shall be available to host and administer the Program under the direction of the Center in consultation with the USTAPD National Coaching Staff and as otherwise set forth herein, it being acknowledged and agreed to that the Coaches expressly listed herein are material to this Agreement and may not be substituted without the express written

consent of USTAPD. Center acknowledges and agrees that the Coaches are a material element to the USTAPD in entering into this Agreement.

(1) Saad Ashraf
(2) Tim Blenkiron
(3) Brian Wilson

C. The Center shall cause the Coaches to perform the following services and as otherwise reasonably requested by USTAPD:

(1) to assist the USTAPD National Coaching Staff and USTAPD Section Coaches Commissions with respect to the selection of tennis players invited to participate in the Program (the "Participants"), it being recognized that the Participants shall be between the ages 8-12 or as otherwise determined by USTAPD. Center shall provide a list of recommended invitees to USTAPD and USTAPD shall have approval rights over the selection of Participants;

(2) to attend a minimum of two (2) training sessions per year at the USTA National Training Center in Boca Raton, FL or at such other location(s) designated by USTAPD (reasonable and pre approved travel expenses to be paid to Center by USTAPD consistent with USTAPD reimbursement policies);

(3) to provide USTA Player Development with a completed Developmental Plan for each High Performance Player in the Program which shall be regularly updated on an as needed basis;

(4) to provide USTAPD designated players residing in the USTA Section in which the Facility is located with complimentary small-group training sessions with one or more of the Coaches (not to exceed a total of twenty [25] sessions annually during the Term). For purposes of clarity, such sessions are separate from the Program Dates;

(5) to mentor and train USTAPD designated coaches located in the USTA Section in which the Facility is located;

(6) to implement a QuickStart tennis program at the Facility and to assist with the promotion of QuickStart as mutually agreed upon by the parties (i.e., elementary school outreach programs with QuickStart events held at the Facility). USTAPD agrees to provide QuickStart training to the Center's coaches at the Facility at USTAPD's expense. Center shall host a minimum of four (4) QuickStart tournaments per year at the Facility; and

(7) to utilize the USTAPD's player management program at such time as implemented by USTAPD during the Term.

D. The on-site services of a trainer or physical therapist during times mutually agreed upon by the parties for each of the Program Dates to provide services to Participants;

E. Fire, safety and first aid facilities and equipment sufficient to meet applicable laws, regulations and codes;

F. An adequate supply of tennis balls, towels, and water for Participants replenished daily;

G. The on-site services of a maintenance and repair staff during the Program Dates sufficient to maintain the Facility (including, without limitation, court preparation) consistent with standards applicable to other first class tennis training facilities; and

H. At the request of USTAPD, Center be permitted to carry an assortment of USTA and US Open related merchandise ("USTA Merchandise") during the Term at the Center's pro shop (in-store only -- no internet sales). USTA will provide Center with a list of USTA licensees by which the Center may order USTA Merchandise at their discretion subject to availability. Any USTA Merchandise available for sale at the Center must be displayed in an organized and tasteful manner as reasonably determined by USTAPD.

I. At the request of USTAPD, Center shall provide mutually agreed upon USTA sponsors, partners, or third party vendors (collectively referred to as "TPV") with vendor space (i.e., display booth) at the Facility during the Program Dates. TPV shall be permitted to distribute from its vendor space USTA pre-approved promotional items. The exact size and location of the booth shall be determined by USTAPD and Center. TPV shall be responsible for all costs in connection with staffing and branding the booth, which such branding will require prior written approval of USTAPD and Center.

J. Center shall collaborate with other tennis facilities within the relevant USTA Section to identify additional elite tennis coaches of the skill, quality, and caliber required by the USTAPD (the "Select Coaches") to participate in the Programs. The Select Coaches shall be mutually agreed upon by the parties and shall be invited by the Center to actively participate in one or more Programs at the Facility annually during the Term. Center shall assist USTAPD in all aspects of securing the services of the Select Coaches; provided, however, any fees required to obtain the services of the Select Coaches shall be pre-approved and paid by USTAPD.

2. Term; Termination.

A. Term. The term (the "Term") of this Agreement shall commence on the date first set forth above and shall continue for a period of three (3) years. Provided this Agreement is not otherwise terminated as provided for in Section 2.B. below, the parties agree that, beginning no less than sixty (60) days prior to the expiration of this Agreement, they shall negotiate, in good faith, the extension of the Term of this Agreement.

B. Termination. At its sole option, USTAPD may terminate this Agreement effective at the end of any year of the Term (each, a "Term Year") upon written notice to the Center, which shall be given no less than sixty (60) days prior to the conclusion of the relevant Term Year. In addition, USTAPD may terminate this Agreement immediately in the event (1) any or all of the Coaches are no longer affiliated with the Center or no longer provide coaching services at the Center on a substantially similar schedule as on the date hereof; (2) of any default under or breach of this Agreement by the Center; or (3) of any act or omission by the Center which, in USTAPD's sole discretion, has impaired, or may impair, the reputation of USTAPD or the Program. Upon termination of this Agreement, the Center shall promptly return any and all USTAPD property, including any Confidential Information (as defined below), and USTAPD shall pay the Center any payments due under this Agreement actually rendered through the termination date, subject to an offset equal the reasonable cost of curing any material breach by the Center.

3. Payment. USTAPD shall pay the Center an annual sum of Fifty Thousand dollars ($50,000) for the Services as follows:

$25,000 Due on or before April **15** of each calendar year upon invoice by Center
$25,000 Due on or before September **15** of each calendar year upon invoice by Center

Additionally, the USTAPD agrees to contribute up to an additional fifty thousand dollars ($50,000) to the Center in the form of a matching grant for contributions made to the Center allocated to the Program during a calendar year during the Term (USTAPD contributions excluded). For the purposes of clarity, USTAPD will match said Program contribution(s) on a dollar for dollar basis with an annual cap of Fifty Thousand dollars $50,000.

4. Intellectual Property; Signage.

A. License by Center. The Center hereby grants to USTAPD during the Term of this Agreement a non-exclusive, non-transferable, non-assignable, royalty-free, revocable license to use the Center's name, web site address, logo, trademarks, copyrights and trade names in connection with the Program; provided, however, that USTAPD shall not issue an initial press release disclosing the relationship between the parties without the prior consent of the Center, which consent shall not be unreasonably withheld.

B. Signage; License by USTAPD. During the Term of this Agreement, the USTAPD shall provide and the Center shall post, at its sole expense, at least one permanent sign in a prominent location at the main entrance to the Facility and one permanent sign in a prominent location at each tennis court "section" (fenced-in block of courts) that reads "[Facility], a USTA Certified Regional Training Center." Further, Center agrees to include the "[Facility], a USTA Regional Training Center" logo on all print and electronic promotional and marketing materials produced by the Center during the Term (to include, without limitation, registrations, flyers, brochures, websites, letterhead, etc.). USTAPD hereby grants the Center a limited, non-exclusive, non-transferable, non-assignable, royalty-free, revocable license to use the USTA name and logo in its pre-approved form solely for this purpose and in connection with promotional purposes of the Facility during the Term; provided, however, any such use shall be

pre-approved by the USTAPD. Except as expressly provided for herein, the Center shall not refer to this Agreement (or any of its terms) or use USTA's name, website addresses, logos, trademarks, copyrights or trade names in any for any purpose without the prior written consent of USTAPD.

C. Works Made for Hire. During the performance of this Agreement, the Center may create certain works for USTAPD that are copyrightable under the laws of the United States (the "Works"). To the extent that any such Works are created by the Center and are copyrightable under the laws of the United States, such Works are work made for hire as defined in 17 U.S.C. § 101, and USTAPD shall have sole right, title and interest in and to the Works, including any copyright therein. If for any reason any Work created by Contractor pursuant to this Agreement is not deemed to qualify as a work made for hire, the Center hereby assigns, without any right of reversion, its entire right, title and interest in the Work throughout the world, including a waiver of moral rights therein, for use without restriction in all forms of media now known or used or hereinafter developed, to USTAPD.

D. Release. The Center hereby grants, and agrees to obtain from all Coaches and Participants a duly executed general liability release and a release granting USTAPD and its designees the right in perpetuity, without additional compensation, to make, use, show and/or license for any and all purposes, in a commercial and/or non-commercial manner, still pictures, motion pictures, live or delayed on television and/or any other media, including the Internet, of the Facility or such Coach or Participant, as the case may be, relating to the Program.

5. Independent Contractor Status. The Center acknowledges that it is providing the Services as an independent contractor, and not an agent, employee, partner, or joint venturer of USTAPD, and that USTAPD shall not be required to withhold or pay federal, state or local income taxes or payroll taxes of any kind on behalf of the Center. The Center does not have any express, implied or apparent authority to make commitments on behalf of USTAPD pursuant to this Agreement or otherwise. Neither the Center's employees nor the Coaches will be entitled to receive any benefits which employees of USTAPD are entitled to receive on account of the Center's work for USTAPD. The Center understands that it is responsible to pay, according to law, any federal and state income tax that arises from payment for the Services.

6. Warranty by Center. The Center represents and warrants that (a) it has full legal capacity to enter into this Agreement and to perform the Services without violation of or conflict with any other agreement or instrument to which it is a party or may be bound; (b) it shall at all times comply with all applicable laws, rules and regulations in the performance of the Services; (c) it has all licenses, certifications, permits and other approvals required to perform the Services; (d) it has the full power and authority to make the assignment of rights in Section 4.B above; (e) the Services and the product of the Services (except the accurate reproduction of information or materials supplied by USTAPD) shall not infringe any third-party copyright, patent, trademark, trade secret or other proprietary right, including the rights of publicity and privacy; and (f) all food and beverage supplied to the Participants at the Facility shall be fully compliant with the Tennis Anti-Doping Program.

7. Insurance. USTAPD hereby acknowledges and agrees that the City is a self-insured governmental entity with respect to general liability insurance, and statutory workman's compensation insurance required under the laws of the State of Nevada. To the extent permitted by law, the Center hereby waives all rights of recovery against USTAPD, USTA, their respective agents, volunteers, officers, directors, and employees for any losses.

8. Confidential Information. In the event and to the extent that the Center has access to information which is confidential or of a proprietary nature to USTAPD, including, but not limited to, membership lists and personal data, technical, marketing, product, and business affairs, and proprietary and trade secret information, whether oral, graphic, written, electronic, or in machine readable form ("Confidential Information"), the Center agrees to keep all Confidential Information strictly confidential and not to use or disclose to others the Confidential Information without USTAPD's prior written consent. If the Center is required to disclose Confidential Information by law or order of a court, administrative agency, or other governmental body, then it shall provide the USTAPD with prompt notice of the order or requirement, so that USTAPD may seek a protective order or otherwise prevent or restrict such disclosure.

9. Indemnification. The parties acknowledge and agree that the Center shall use commercially reasonable efforts to have the City of Las Vegas, Nevada City Council approve the following provision within thirty (30) days upon execution of this Agreement or prior to the first Program Date, whichever is earlier; it being understood that if such provision is passed, it shall become part of this Agreement; however if such provision is not passed, USTA shall have the option, in its sole discretion, to terminate this Agreement by providing written notice to the Center.

> "Without waiving the Center's statutory limit of liability set forth in NRS Chapter 41 as to any third party claims, and subject to the limit of liability set forth therein, the Center shall indemnify, defend and hold harmless USTAPD , USTA, and their respective agents, directors, officers, servants and employees (each, an "Indemnified Party" and collectively, the "Indemnified Parties") against all liability (statutory or otherwise), claims, suits, demands, damages, losses, judgments, costs, fines, penalties, interest and expenses, including without limitation, reasonable attorneys' fees and disbursements, resulting from any acts, errors, omissions or conduct of Center or its principals, officers, agents, contractors, servants and employees or the Coaches (each, a "Center Party" and collectively, the "Center Parties") in connection with its performance of any obligation of the Center under this Agreement or any material breach by any Center Party of any term of this Agreement, including, without limitation, any claims against any Indemnified Party by the Center 's employees, subcontractors or agents (including, without limitation, the Coaches). In case any claim shall be brought against an Indemnified Party based upon any of the above and in respect of which indemnity may be sought against the Center, such Indemnified Party shall promptly notify the Center in writing. Upon the written request of the Indemnified Party, the Center shall assume the defense of said claim, with counsel reasonably satisfactory to such Indemnified Party. After assumption of the defense by the Center as specified above, the Indemnified Party shall continue to

have the right to employ its own counsel in and participate in the defense of any such action, but at its own cost and expense."

10. INTENTIONALLY OMITTED

11. Entire Agreement. This Agreement constitutes the entire understanding of the parties with respect to the matters set forth herein and supersedes all other agreements, promises, representations, and negotiations pertaining thereto.

12. Amendment. No waiver or modification of this Agreement or any of its provisions shall be effective unless it is in writing and signed by both parties.

13. Notices. All notices shall be in writing and shall be deemed duly given on (i) the date of personal or courier delivery, with signed receipt; (ii) the date of transmission by facsimile, provided that the transmission is confirmed by a dated electronic confirmation; or (iii) three (3) business days after the date of deposit in the U.S. mail, postage prepaid, return receipt requested, addressed as follows:

If to USTAPD:
General Manager, USTA Player Development
USTA Player Development Incorporated
70 West Red Oak Lane
White Plains, New York 10604
Fax: 914-696-2057

With a copy to:
Chief Legal Officer
United States Tennis Association Incorporated
70 West Red Oak Lane
White Plains, New York 10604
Fax: 914-696-7089

If to Center:
City Manager
City Manager's Office
8th Floor, City Hall Complex
400 Stewart Avenue
Las Vegas, Nevada 89101
Fax: 702-388-1807

With a copy to:
Department Director
Department of Leisure Services
City of Las Vegas
749 Veterans Memorial Drive
:Las Vegas, Nevada 89101
Fax: 702-383-6306

14. Assignment. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. Notwithstanding the foregoing, the Center

may not assign this Agreement or delegate its duties without USTAPD's prior written permission. Any assignment in violation of this provision will be null and void. USTAPD may transfer or assign its rights and obligations under this Agreement without the prior written consent of the Center.

15. Waiver. The waiver by any party of any of its rights hereunder shall not operate or be construed as a waiver of that right or a waiver of any other right under this Agreement.

16. Survival. Any provision of this Agreement, the performance of which requires that it be in effect after the expiration and/or termination of this Agreement, including but not limited to Sections 4, 8 and 9, shall survive such expiration and/or termination and shall remain operative and in full force and effect.

17. Severability. If any term or provision of this Agreement is found to be illegal or unenforceable, the remaining provisions of this Agreement will remain in full force and effect, provided that no party is, as a result thereof, deprived of the enjoyment of its substantial benefits under this Agreement.

18. Counterparts. This Agreement may be executed in a number of counterparts, each of which will be deemed to be an original, but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed, as of the date first above written, by their respective duly authorized officers or representatives.

USTA PLAYER DEVELOPMENT INCORPORATED

By: _____
Name: PATRICK MCENROE
Title: GENERAL MANAGER

CITY OF LAS VEGAS

By: Elizabeth N. Fretwell
Name: Elizabeth N. Fretwell
Title: City Manager

ATTEST:

By: _____
Name: Beverly K. Bridges, MMC
Title: City Clerk

APPROVED AS TO FORM:

By: Robert S. Sylvain
Name: Robert S. Sylvain
Title: Deputy City Attorney

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT ("AMENDMENT") is made and entered into this _____ day of _____, 2010, by and between USTA Player Development Incorporated, a New York not-for-profit corporation, with offices at 70 West Red Oak Lane, White Plains, New York 10604-3602 ("USTAPD") and the City of Las Vegas (the "City"), a municipal corporation within the State of Nevada, acting by and through its Department of Leisure Services, having an address at 749 Veterans Memorial Drive, Las Vegas, Nevada (collectively the "Center").

RECITALS

WHEREAS, USTAPD and the Center entered into that certain Agreement dated April 5, 2010, which engaged the services of the Center to develop and operate a tennis training program to help develop elite tennis players at the Darling Tennis Center located in the City of Las Vegas under the guidance, direction and funding of USTAPD; and

WHEREAS, pursuant to the provision of the Agreement, the parties agreed to use commercially reasonable efforts to seek an amendment of the Agreement from the City Council which will provide for the limited indemnification of USTAPD on the part of the City in the proposed language set forth in the Agreement.

NOW, THEREFORE, in consideration of the above premises, the parties agree to amend the Agreement as follows:

1. Section 9, Indemnification, of the Agreement is hereby deleted in its entirety and the following provision inserted in lieu thereof:

   "Without waiving the Center's statutory limit of liability set forth in NRS Chapter 41 as to any third party claims, and subject to the limit of liability set forth therein, the Center shall indemnify, defend and hold harmless USTAPD, USTA, and their respective agents, directors, officers, servants and employees (each, an "Indemnified Party" and collectively, the "Indemnified Parties") against all liability (statutory or otherwise), claims, suits, demands, damages, losses, judgments, costs, fines, penalties, interest and expenses, including without limitation, reasonable attorneys' fees and disbursements, resulting from any acts, errors, omissions or conduct of Center or its principals, officers, agents, contractors, servants and employees or the Coaches (each, a "Center Party" and collectively, the "Center Parties") in connection with its performance of any obligation of the Center under this Agreement or any material breach by any Center Party of any term of this Agreement, including, without limitation, any claims against any Indemnified Party by the Center's employees, subcontractors or agents (including, without limitation, the Coaches). In case any claim shall be brought against an Indemnified Party based upon any of the above and in respect of which indemnity may be sought against the Center, such Indemnified Party shall promptly notify the Center in writing.

Upon the written request of the Indemnified Party, the Center shall assume the defense of said claim, with counsel reasonably satisfactory to such Indemnified Party. After assumption of the defense by the Center as specified above, the Indemnified Party shall continue to have the right to employ its own counsel in and participate in the defense of any such action, but at its own cost and expense."

2. Except as modified by this Amendment, all other provisions of the Agreement shall remain in effect between the parties hereto.

3. This Amendment may be executed in counterparts, each of which is deemed to be an original, but all of which together shall constitute one and the same document.

IN WITNESSES WHEREOF the parties hereto have executed this Amendment effective on the date and year first set forth above by their duly authorized officers and representatives.

USTA PLAYER DEVELOPMENT INCORPORATED

By: _____
Name:
Title:

CITY OF LAS VEGAS

By: _____
Names: Elizabeth N. Fretwell
Title: City Manager

ATTEST:

By: _____
Name: Beverly K. Bridges, MMC
Title: City Clerk

APPROVED AS TO FORM:

By: Robert S. Sylvain 4-21-10
Name: Robert S. Sylvain
Title: Deputy City Attorney

City of Las Vegas Agenda Item No.: **55.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 5, 2010

DEPARTMENT: LEISURE SERVICES
DIRECTOR: BILLIE M. BASTIAN ☐ **Consent** ☒ **Discussion**

SUBJECT:
Discussion and possible action regarding a proposed program participation fee increase for sports fields, Safekey and seasonal camps for children (estimated $1,132,000 revenue increase) - All Wards

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division: Leisure Services/All Divisions

PURPOSE/BACKGROUND:
To support the city's priority to reduce the general fund structural deficit and to ensure continued service delivery, the Department of Leisure Services has developed a new progressive revenue and pricing plan. The plan will allow the Department of Leisure Services to better manage assets by collecting appropriate fees to offset costs associated with specific programs and services. The fee increase recommendations are for Safekey, children's seasonal camps and sports field allocation for leagues, clinics, tournaments and practices. If approved, all increases will go into effect at varying times.

RECOMMENDATION:
Staff recommends City Council approval of the proposed fee schedule

BACKUP DOCUMENTATION:
Fee Schedule

Department of Leisure Services - Proposed Fee Schedule

May 5, 2010 City Council Meeting

Description	Unit	Current Price	Suggested Price	Increase		Current Revenue	Estimated Revenue Increase	Total Estimated Revenue	Benefit Model**
League Blanket Permits - blanket allocation to a sports league to conduct league play **(Youth leagues)**	Per Team, Per Season	$100	$200	Increase $0.69 per game *		300,000	300,000	600,000	Private
League Blanket Permits - blanket allocation to a sports league to conduct league play **(Adult & 3rd party leagues)**	Per Team, Per Season	$110	$220	Increase $0.76 per game					
Sports Tournaments - field allocation to third party for the facilitation of sports tournaments (Non-profit)	Per Hour, Per Field, Per Total Registration	$10 per hour per field + 10% of total registration	$15 per hour per field + 15% of total registration	Increase $0.43 per game		400,000	200,000	600,000	Private
Sports Tournaments - field allocation to third party for the facilitation of sports tournaments (Profit)	Per Hour, Per Field, Per Total Registration	$20 per hour per field + 10% of total registration	$30 per hour per field + 15% of total registration	Increase $0.55 per game					
Safekey **Before and After School Program**	Various Sites	Varies Sample listed below	15% increase across the board	**Current** Average user $44 per week or $1.76 per hour **Proposed** Average user $51 per week or $2.04 per hour	Increase for Average User: $7 per week or $0.28 per hour	3,800,000	500,000	4,300,000	Private
				per hour	**Increase**				
AM Drop-in		**$ 4.00**	**$ 5.00**	**2.66 to 3.33**	**$ 0.67**				
AM Drop-in		**$ 5.00**	**$ 6.00**	**2.22 to 2.66**	**$ 0.44**				
AM Drop-in		**$ 6.00**	**$ 7.00**	**2.00 to 2.33**	**$ 0.33**				
PM Drop-in		**$ 4.00**	**$ 5.00**	**2.00 to 2.34**	**$ 0.50**				
PM Drop-in		**$ 7.00**	**$ 8.00**	**2.00 to 2.35**	**$ 0.33**				
PM Drop-in		**$ 8.00**	**$ 10.00**	**2.00 to 2.36**	**$ 0.50**				
AM Weekly		**$ 14.00**	**$ 16.00**	**2.00 to 2.37**	**$ 0.26**				
AM Weekly		**$ 20.00**	**$ 23.00**	**2.00 to 2.38**	**$ 0.27**				
AM Weekly		**$ 25.00**	**$ 29.00**	**2.00 to 2.39**	**$ 0.27**				
PM Weekly		**$ 14.00**	**$ 16.00**	**2.00 to 2.40**	**$ 0.20**				
PM Weekly		**$ 30.00**	**$ 35.00**	**2.00 to 2.41**	**$ 0.33**				
PM Weekly		**$ 35.00**	**$ 41.00**	**2.00 to 2.42**	**$ 0.30**				
Youth Seasonal Camps (Summer, Holiday, Track Break)	Per Week	$65	$75	**Current** $65 per week or $1.18 per hour **Proposed** $75 per week or $1.36 per hour	Increase $10/week or $0.18 per hour	880,000	132,000	1,012,000	Merit
Specialty Camps	Per Week	$100	$115	**Current** $100 per week or $1.81 per hour **Proposed** $115 per week or $2.09 per hour	Increase $15/week or $0.28 per hour				
					TOTALS	**5,380,000**	**1,132,000**	**6,512,000**	

Proposed Increase Effective Timeline

Leagues: August 2010 (Fall/Winter Allocations)
Tournaments: January 2012
Safekey: August 2010 (start of the 2010-2011 CCSD School Year)
Camps - Summer Camp 2011 (Registration begins at the end of January 2011)

* Price increase for a league permit is $100 which reflects $8.33 per player (based on a 12 person team). The $8.33 is divided by 12 games and equates to $0.69 increase per game per person)

**** Definitions as presented to City Council at the February 3, 2010 Council Meeting - Pros Consulting Pricing and Revenue Plan**

Private services provide a benefit to the individual and are typically specialized with minimal benefit to the community
Merit services provide benefit to both the community and individual
Public services provide all users the same level of benefit

City of Las Vegas Agenda Item No.: **56.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 5, 2010

DEPARTMENT: NEIGHBORHOOD SERVICES
DIRECTOR: STEPHEN K. HARSIN ☐ **Consent** ☒ **Discussion**

SUBJECT:
Discussion and possible action on the submittal of the City of Las Vegas 2010-2015 Consolidated Plan to the U.S. Department of Housing and Urban Development (HUD) - All Wards

Fiscal Impact

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

PURPOSE/BACKGROUND:
In order to receive federal and state funds for housing, homeless, and community development activities, the city of Las Vegas must submit a Consolidated Plan to HUD no later than May 15, 2010. The Consolidated Plan outlines activities that will be undertaken by the city of Las Vegas for the period of July 1, 2010 through June 30, 2015. Funding sources include CDBG, ESG, HOME and HOPWA funds from HUD.

RECOMMENDATION:
Staff recommends to approve, adopt, and authorize submittal of the city of Las Vegas 2010-2015 Consolidated Plan to HUD, including consideration of public comment as required by HUD.

BACKUP DOCUMENTATION:
1. Agenda Memo
2. City of Las Vegas 2010-2015 Consolidated Plan

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: MAY 5, 2010
DEPARTMENT: NEIGHBORHOOD SERVICES
ITEM DESCRIPTION: Discussion and possible action on the submittal of the city of Las Vegas 2010-2015 Consolidated Plan to the U.S. Department of Housing and Urban Development (HUD) - All Wards

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The Consolidated Plan, which must be submitted to HUD, outlines the housing, homeless, and community development activities for the use of HUD funds that will be undertaken by the City for the period of July 1, 2010 through June 30, 2015.

The Consolidated Plan describes the projects and programs identified through community surveys and meetings and Council direction. Additional recommendations are received by the Community Development Recommending Board (CDRB).

Staff is requesting authorization to submit the city of Las Vegas 2010-2015 Consolidated to HUD, including consideration of public comment as required by HUD.

The City will receive the following HUD funding:

- Community Development Block Grant (CDBG)
- Emergency Shelter Grant (ESG)
- HOME Investment Partnerships (HOME)
- Housing Opportunities for Persons With AIDS (HOPWA

Citizen Participation:

- City staff distributed and received public surveys that identified the types of activities and programs residents desired to be undertaken with federal funds.

Public Notice:

- The public notice of the Draft Consolidated Plan was published on April 12, 2010 in the Las Vegas Review-Journal.
- The public notice states that copies of the draft plan will be available for a 30-day public review and comment period until May 12, 2010, from the city of Las Vegas Neighborhood Services Department, 400 Stewart Avenue, 2nd Floor, Las Vegas, Nevada.
- The public notice also stated the public hearing date, time, and location to allow for public comment.
- A summary of the public comments received and the City's responses to the public comments will be included in the final plan to be submitted to HUD before May 15, 2010.
- It is expected that HUD will approve the City's Consolidated Plan by June 2010.

CITY OF LAS VEGAS, NEVADA

CONSOLIDATED PLAN

For the HUD

CDBG, HOME, ESG, and HOPWA

Programs

For the Five-Year Period

July 1, 2010 – June 30, 2015

DRAFT

Neighborhood Services Department
400 Stewart Avenue
Las Vegas, Nevada 89101
702-229-2330

May 5, 2010

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Five-Year Strategic Plan

This document includes Narrative Responses to specific questions that grantees of the Community Development Block Grant, HOME Investment Partnership, Housing Opportunities for People with AIDS and Emergency Shelter Grants Programs must respond to in order to be compliant with the Consolidated Planning Regulations.

GENERAL

1. Executive Summary

This Consolidated Plan presents the city of Las Vegas (City) strategies for the use of U.S. Department of Housing and Urban Development (HUD) formula grant program funding. HUD's formula grant programs include the Community Development Block Grant (CDBG), Emergency Shelter Grant (ESG), HOME Investment Partnerships (HOME), Housing Opportunities for Persons with AIDS (HOPWA). This plan covers five program years for the period of July 1, 2010 through June 30, 2015.

Las Vegas leads the nation in foreclosures; the value of residential properties has dropped over 40% in Las Vegas and will continue this downward trend as the condition of abandoned and foreclosed homes deteriorates due to neglect and vandalism. The foreclosure issue has a tremendous impact on the economy as the tax base is supported in part by property taxes, which will be reduced in conjunction with lower property values. Homeowners' Associations cannot collect monthly HOA dues from foreclosed homes and in turn are unable to financially support the maintenance of their streets and neighborhood amenities resulting in further deterioration of the community. Furthermore, some HOA's are experiencing bankruptcy and looking to the cities to take over maintenance of private streets, parks and other infrastructure. Programs such as the Neighborhood Stabilization Plan will assist the city reduce the number of abandoned and vacant homes from our existing housing stock.

The housing and community development activities included in this plan seek to achieve HUD's goals to provide decent housing, a suitable living environment, and expand economic opportunities. The City plans to target low and moderate-income residents, special needs populations, and low and moderate-income residential areas. The HOPWA program plans to target eligible persons and activities located throughout Clark County. The City plans to coordinate its programs and projects with other local jurisdictions, non-profit organizations, the private sector, and State and Federal programs.

The preparation of this plan included extensive opportunities for citizen input and comment. The City held focus group community meetings, public hearings, and public meetings and consulted with several non-profit organizations, for-profit organizations, and government agencies. The draft 2010-2015 Consolidated Plan was made available to the public through advertisement in local newspapers on April 12, 2010 for a 30-day public review and comment period. The draft plan was made available for review in print form at the Neighborhood Services Department. The City plans to make the final plan available to the public on the City's website at www.lasvegasnevada.gov and in print form at the Neighborhood Services Department.

Community Profile
Please refer to the City of Las Vegas Community Profile publication which may be downloaded from the City's website at http://www.lasvegasnevada.gov/files/community_profile.pdf.

City of Las Vegas Vision:
A vibrant, affordable, and diverse city of opportunity in which all citizens enjoy their neighborhoods, feel safe, and know they will be heard.
City of Las Vegas Priorities are:

- Sustainable, Livable neighborhoods
- Vibrant Urban Fabric
- Fiscally Sound Government
- Pro-Business Environment
- Safe City
- Citizen Engagement

In support of the City's vision and priorities, the Consolidated Plan and Action Plan include housing and community development activities which:

- Create more affordable rental and owner-occupied housing opportunities for its citizens;
- Support diverse, safe, sustainable and livable neighborhoods through the improvements to housing, facilities, infrastructure, and services;
- Provide public facilities and services that promote healthy lifestyles for all segments of the community, including the disabled, homeless, low-income residents, seniors, and youth;
- Promote open government by providing its citizens with public input and comment opportunities regarding the Consolidated Plan and Action Plan;
- Improve housing stock, public facilities and infrastructure to provide a safe environment for City residents, businesses, and visitors; and
- Provide affordable housing, improve streets and sidewalks, parks and recreation facilities that help revitalize and invigorate the City's urban core and surrounding neighborhoods.

For additional information on the City's priorities, the Las Vegas Master Plan 2020 Policy Document and other City plans may be downloaded from the City's website at http://www.lasvegasnevada.gov/Publications/plans.asp.

Housing and Community Development Needs
As part of the citizen participation process surveys were distributed within the low and moderate-income neighborhoods (CDBG-Eligible Areas) in the City to gather public input. For a full analysis of the community survey results, please refer to the managing the process section of this plan. The survey asked the public to determine what services are important to them and their neighborhood. The following is a summary of the community survey results including the top three housing and community development needs for the general population, seniors, and persons with disabilities.

General Population: All Households

1. Employment Opportunities
2. Repair your Home
3. Affordable Housing

Special Needs Population: Seniors

1. Repair your Home
2. Senior Services
3. Affordable Homes

Special Needs Population: Persons with Disabilities

1. Disabilities Services
2. Repair your Home
3. Assisted Living

Summary of Priority Needs and Objectives

The following tables indicate the housing, homeless, non-homeless special needs, and community development priority needs categories and specific objectives by priority.

Table 1 - Housing Priority Needs Categories and Specific Objectives

Owner-Occupied Housing	
Specific Objectives	**Priority**
Improve the quality of owner housing	High
Increase the availability of affordable owner housing	High
Increase access to affordable owner housing	High
Increase access to affordable owner housing for minorities	High
Rental Housing	
Specific Objectives	**Priority**
Increase the supply of affordable rental housing	High
Improve the quality of affordable rental housing	High
Improve access to affordable rental housing	High
Improve access to affordable rental housing	High

High priority housing activities include:

- Construction of Housing
- Direct Homeownership Assistance
- Rental Housing Subsidies
- Rehabilitation; Single-Unit Residential

Table 2 - Homeless and Non-homeless Special Needs Priority Needs Categories and Specific Objectives

Homeless/HIV/AIDS	
Specific Objectives	**Priority**
Increase the number of homeless persons moving into permanent housing	High
End chronic homelessness	High
Provide housing and supportive services for persons with HIV/AIDS and their families	High
Non-homeless Special Needs	
Specific Objectives	**Priority**
Increase range of housing options and related services for persons with special needs	High

High priority homeless activities include:

- HOPWA
- Operating Costs of Homeless/AIDS Patients Programs

- Public Services (General)
- Subsistence Payments (Rent and Utilities)
- Youth Services

High priority non-homeless special needs housing and supportive services activities include:

- Elderly and Frail Elderly
- Persons with Severe Mental Illness
- Developmentally Disabled
- Physically Disabled
- Alcohol/Other Drug Addicted
- Persons with HIV/AIDS and their Families
- Public Housing Residents

High priority HOPWA activities include:

- Facility-based Housing – Operations
- Housing Information Services
- Resource Identification
- Short-term Rent, Mortgage, and Utility Assistance
- Supportive Services
- Tenant-based Rental Assistance

Table 3 - Community Development Priority Needs Categories and Specific Objectives

Economic Development	
Specific Objectives	**Priority**
Improve economic opportunities for low-income persons	High
Remediate and redevelop brownfields	Low
Infrastructure	
Specific Objectives	**Priority**
Improve quality/increase quantity of public improvements that benefit lower income persons	Medium
Public Facilities	
Specific Objectives	**Priority**
Improve quality/increase quantity of neighborhood facilities for low-income persons	High
Public Services	
Specific Objectives	**Priority**
Improve the services for low/mod income persons	High

High priority public facility and infrastructure activities include:

- Public Facilities and Improvements (General)
- Homeless Facilities
- Sidewalks
- Child Care Centers

High priority public services activities include:

- Homeless Outreach and Prevention
- Battered and Abused Spouses
- Child Care Services

- Employment Training
- Health Services
- Mental Health Services
- Public Services (General)
- Services for the Disabled
- Senior Services
- Substance Abuse Services
- Youth Services

Please refer to the Consolidated Plan needs tables for activities, needs, gap, goals, priority needs, dollars to address, plan to fund, and funding source. More details are also included in Housing, Homeless, Non-homeless Special Needs, Community Development, and HOPWA narrative sections of this plan.

Strategic Plan

1. Mission Statement

Over the five program years of this plan, the City of Las Vegas is planning to complete housing and community development activities that achieve HUD's goals to provide decent housing, a suitable living environment, and expand economic opportunities within the City of Las Vegas. These activities will provide assistance to low and moderate-income residents and special needs populations. The City plans to coordinate its programs and projects with other local jurisdictions, non-profit organizations, the private sector, and State and Federal programs.

The City plans to support the City's vision and priorities through the housing and community development activities listed in this plan. For information on the City's vision and priorities, please refer to the Executive Summary section of this plan. For additional information on the City's priorities, the Las Vegas Master Plan 2020 Policy Document and other City plans may be downloaded from the City's website at http://www.lasvegasnevada.gov/Publications/plans.asp.

1. Geographic Areas of the Jurisdiction

As of July 1, 2009, the City of Las Vegas, Nevada contained 133.21 square miles and had a total population of 607,876. For additional geographic information about the City of Las Vegas, please refer to the City of Las Vegas Community Profile publication which may be downloaded from the City's website at http://www.lasvegasnevada.gov/files/community_profile.pdf.

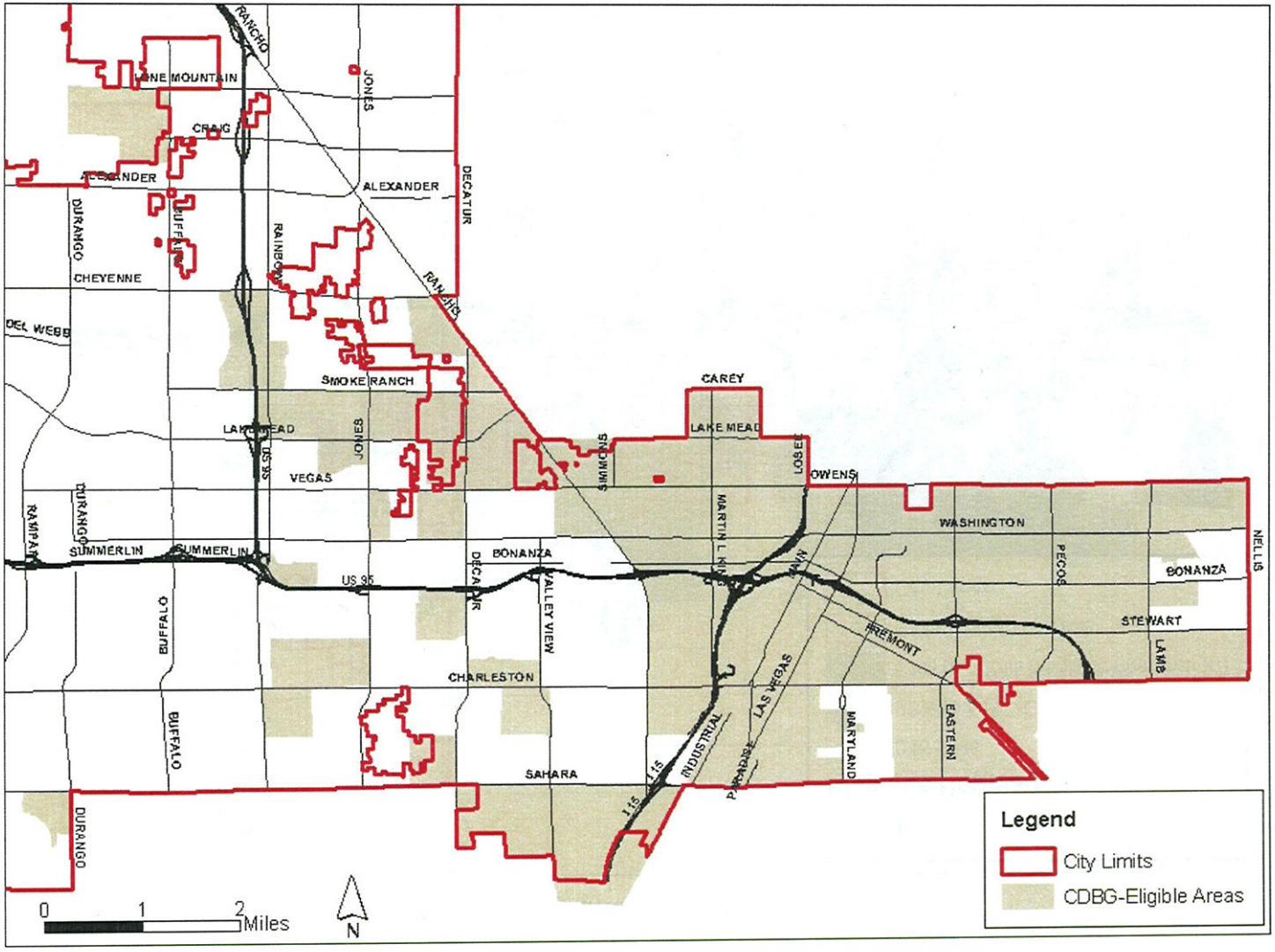
According to the U.S. Census 2000 data provided by HUD, the City of Las Vegas had a total population of 193,414 low and moderate-income persons. These are persons with incomes that are below 80 % of AMI and are classified as low and moderate-income by HUD. In 2000, this was approximately 41 % of the total City population.

The CDBG (Community Development Block Grant)-eligible areas are the census tracts or block groups with 51 percent (%) or more of the population that are low and moderate-income, as defined by HUD. In 2000, these areas had a total of approximately 112,260 low and moderate-income persons. The low and moderate-income population averages about 60 percent (%) of the total population in these areas.

Map 1 below shows the CDBG-eligible areas within the City limits. City Consolidated Plan funds, except for HOPWA, will mostly target these areas and activities that directly benefit low and moderate-income persons citywide. City HOPWA funds will target low and moderate-income persons with HIV/AIDS and their families within the Clark County EMSA (Eligible Metropolitan Statistical Area).

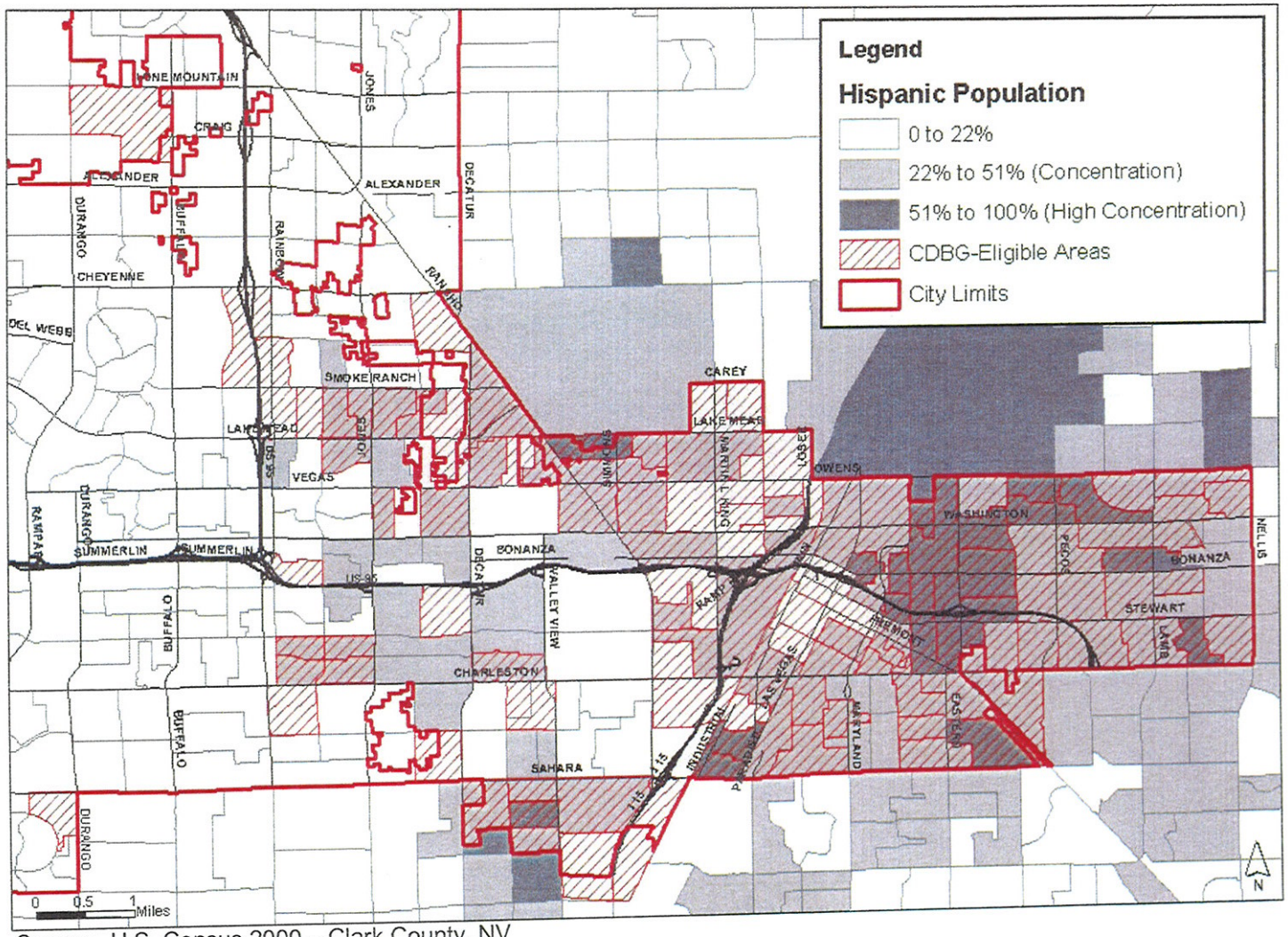
Maps 2, 3, and 4 below show the minority concentration areas, including the Hispanic, Black or African American, and Asian populations, and the CDBG-eligible areas. As shown on the maps, these minority populations are highly concentrated within the CDBG-eligible areas. For Maps 2 and 3, high concentrations are areas where minorities exceed 51 percent (%) or more of the total population. According to the 2000 U.S. Census for Clark County, 22 percent (%) of the total population was Hispanic or Latino, 9.1 percent was Black or African American, and 5.3 percent (%) was Asian. For Map 4, high concentrations are areas where minorities are more than twice the average of 5.3 percent (%) of the total population.

Map 1 - CDBG-Eligible Areas in the City of Las Vegas (areas with 51% or more of the population that are low and moderate-income)



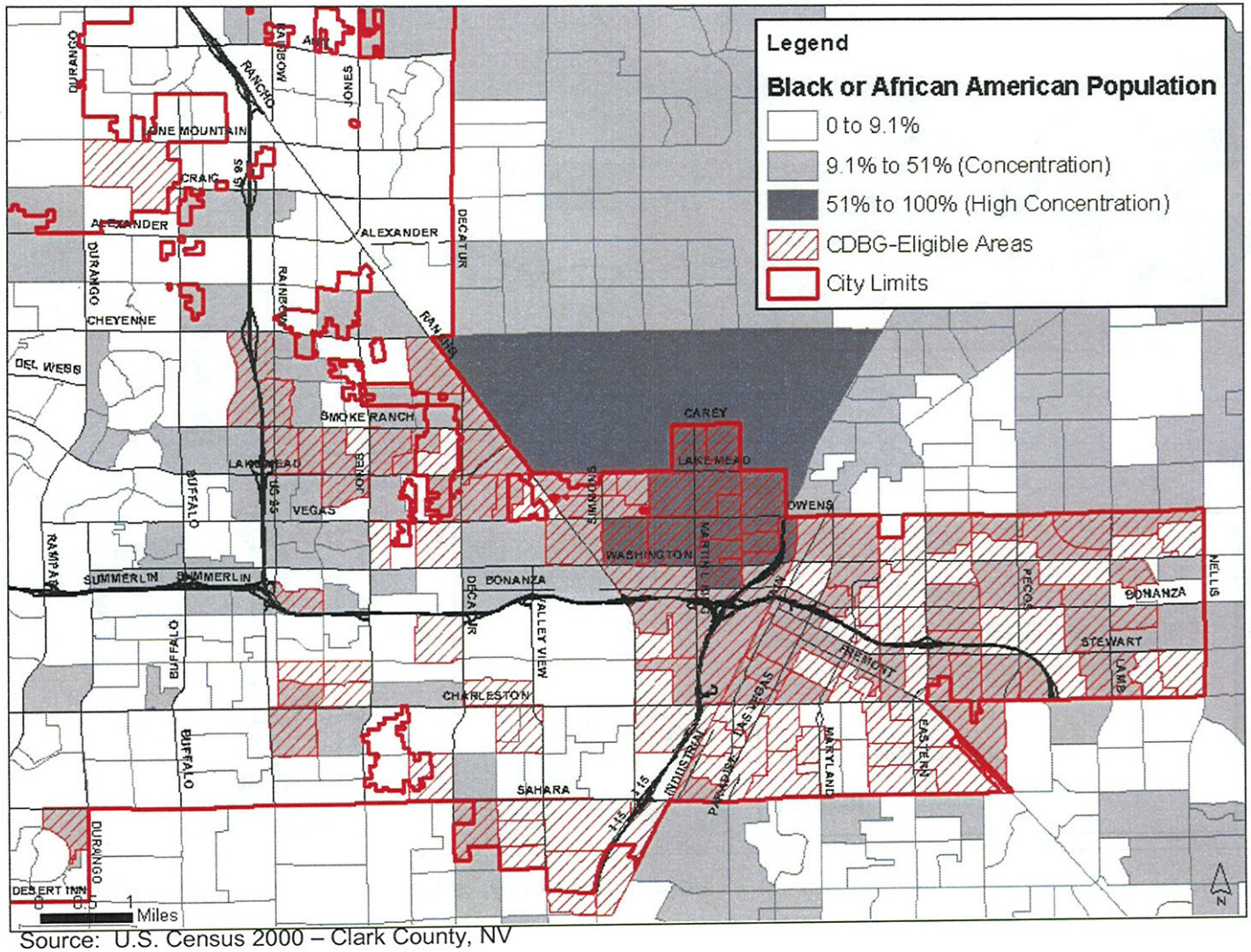
Source: HUD (U.S. Census 2000) – City of Las Vegas, NV

Map 2 – Minority Concentration Areas: Hispanic Population



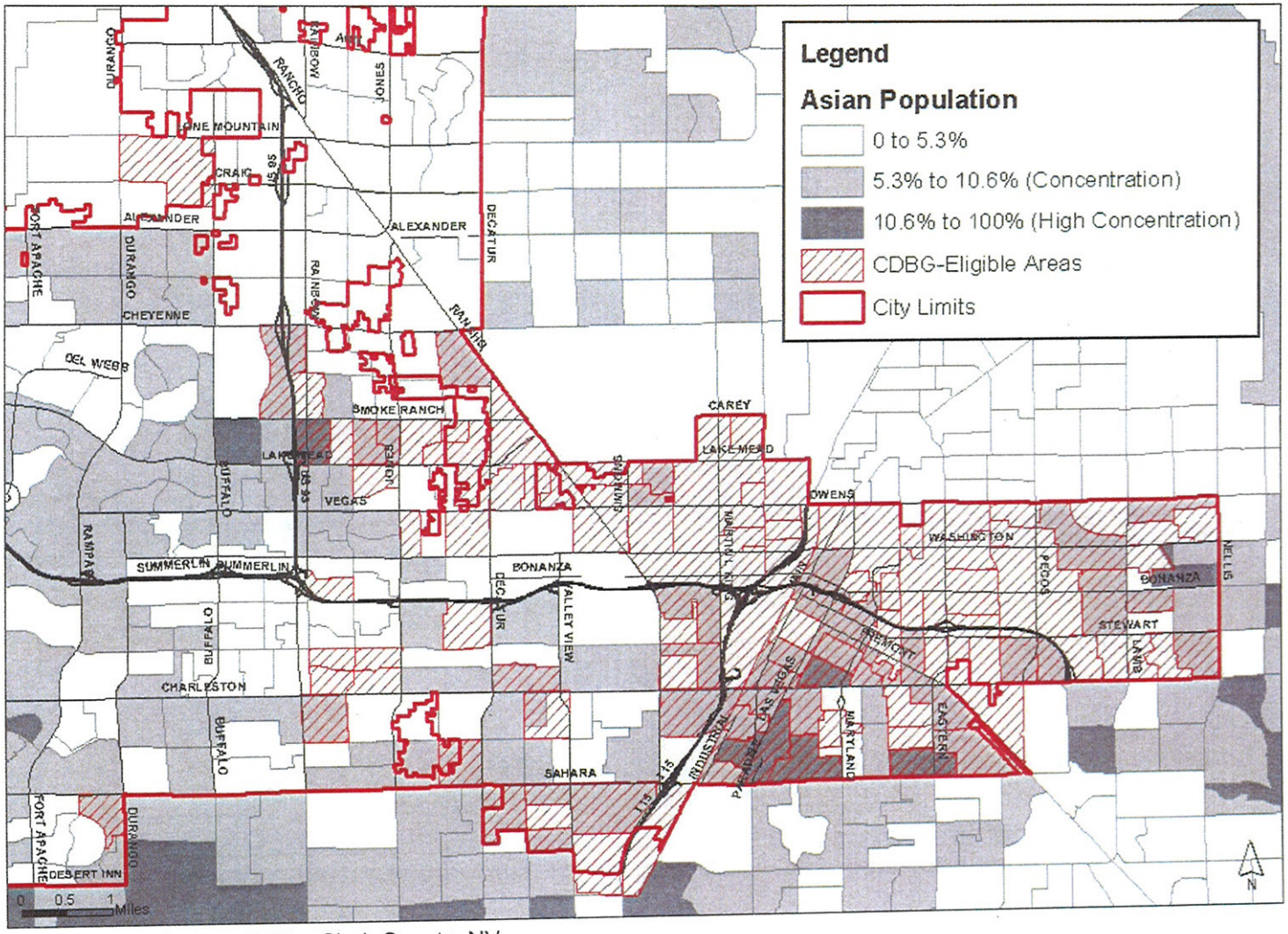
Source: U.S. Census 2000 – Clark County, NV

Map 3 – Minority Concentration Areas: Black or African American Population



Source: U.S. Census 2000 – Clark County, NV

Map 4 – Minority Concentration Areas: Asian Population



Source: U.S. Census 2000 – Clark County, NV

2. Basis for Allocation of Funding Geographically

The basis for allocating the City's Consolidated Plan programs investments geographically occurs during the Request for Applications (RFA) process. The City distributes grant applications for the, CDBG, ESG, HOME, and HOPWA programs to eligible non-profit organizations located throughout the Las Vegas metropolitan area.

The Consolidated Plan programs, except HOPWA, target CDBG-eligible areas (see Map 1). City CDBG, ESG, and HOME programs target activities that directly benefit low and moderate-income persons citywide. City HOPWA funds target low and moderate-income persons with HIV/AIDS and their families within the Clark County EMSA.

High priority needs are those categories the City will fund during the 2010-2015 Consolidated Plan. Medium priority needs are the categories the City may fund during the 2010-2015 Consolidated Plan. Low priority needs are the categories that the City will not fund during the 2010-2015 Consolidated Plan. The following are the high priority needs categories:

- Rental Housing
- Homeless/HIV/AIDS
- Non-homeless Special Needs
- Economic Development
- Public Services – Youth Services

3. Obstacles to Meeting Underserved Needs

According to the Consolidated Plan, extremely low- and low-income households of all types are underserved with respect to affordable housing. In order to overcome this gap, the City strategies provide additional affordable rental and owner housing opportunities including acquisition, rehabilitation and new construction of rental and owner housing units. Other affordable housing projects include single family rehabilitation, minor home repairs, and NSP funded first-time homeownership assistance.

According to the Consolidated Plan, senior and special needs housing and services are underserved as are Low and moderate-income persons in the areas of affordable childcare, employment opportunities, job training, youth activities, life skills, and social services. Projects that will fund are included in this Action Plan. Senior and special needs housing and services, and public service programs in the Action Plan address these underserved needs.

Managing the Process (91.200 (b))

1. Lead Agency

The City of Las Vegas, a HUD entitlement grantee, is the lead agency for administering programs and projects covered by the 2010-2015 Consolidated Plan. The City of Las Vegas Neighborhood Services Department administers these programs and projects. Participating City of Las Vegas departments and non-profit organizations administering programs and projects covered by this plan include:

City of Las Vegas Departments	
Building and Safety	Finance and Business Services
Business Development	Leisure Services
City Attorney	Planning and Development
Field Operations	Public Works

Non-Profit Organizations	
Academic and Athletic Connections	Area Health Education Center (AHEC)
Aid for AIDS of Nevada (AFAN)	Affordable Housing, Inc.
Anthony Pollard Foundation	Blind Center of Nevada
Boys and Girls Club	Catholic Charities of Southern Nevada
Clark County Bar Association	Cloudbreak Las Vegas, LLC
Family and Child Treatment of Southern Nevada (FACT)	Community Development Programs Center of Nevada (CDPCN)
Community Counseling Center	Consumer Credit Counseling Services
Family Promise	Foundation for an Independent Tomorrow
Greater Las Vegas After School All Stars	Give Me a Break
Golden Rainbow	Habitat for Humanity
HELP of Southern Nevada	HELP USA
Helping Hands of Vegas Valley	Housing for Nevada
James Seastrand	Jude 22
Las Vegas Indian Center	Las Vegas Natural History Museum
Lied Discovery Children's Museum	Lutheran Social Services
Neighborhood Housing Services of SNV	Nevada Community Learning Centers, Inc
Nevada HAND	Nevada Health Centers
Nevada Partners	Opportunity Village
Positively Kids	Rebuilding Together of SNV
SAFE House	Salvation Army
Silver State Housing	Southern Nevada Area Health Education
Shade Tree	Southern Nevada Public Television Friends of Channel 10
Spread the Word Nevada Kids to Kids	Three Square
U.S. Veterans Initiative	United Jewish Community/Jewish Federation of Las Vegas
Variety Early Learning Center	WestCare Nevada
Women's Development Center	

2. Consolidated Plan Development Process

As part of the citizen participation process, surveys were distributed within the low and moderate-income neighborhoods (CDBG-Eligible Areas) in the City to gather public input. The community survey requested for the public to indicate what is important to them and their neighborhoods. The survey asked What Services Do You Need? Table 4 below lists the community survey results for the special needs and general populations, including rank, survey category, and number of survey responses.

Table 4 - Community Survey Results

Special Needs Population: Seniors			
Rank	Survey Category	Number of Responses	Percentage of Total
1	Repair your Home	315	23%
2	Senior Services	263	19%
3	Affordable Homes	236	17%
4	Assisted Living	191	14%
5	Affordable Apartments	190	14%

6	Adult Daycare	154	11%
Special Needs Population: Persons with Disabilities			
Rank	**Survey Category**	**Number of Responses**	**Percentage of Total**
1	Disabilities Services	215	24%
2	Repair your Home	210	23%
3	Assisted Living	182	20%
4	Affordable Homes	164	18%
5	Affordable Apartments	140	15%
General Population: All Households			
1	Employment Opportunities	351	12%
2	Repair your Home	347	11%
3	Affordable Housing	330	11%
4	Youth Activities	313	10%
5	Job Training	262	9%
6	Affordable Childcare	251	8%
7	Homeownership Down Payment Help	250	8%
8	Life Skills	223	7%
9	English as a Second Language Training	217	7%
10	Homes	192	6%
11	Substance Abuse Programs	175	6%
12	Apartments	116	4%

The City used the most recent housing market analysis data from the Southern Nevada Regional Planning Coalition (SNRPC), available online at http://www.snrpc.org/WorkforceHousing.htm for the Consolidated Plan and Action Plan. In addition, Las Vegas Metro Area housing market information was used from the Southern Nevada Home Builders Association (SNHBA), available online at http://www.snhba.com/ns/main.html.

The plans and reports, with their website addresses or availability included, that were used as references in drafting and completing this Consolidated Plan are:

- Analysis of Impediments to Fair Housing Choice for the City of Las Vegas, BBC Research and Consulting – 2010. Not currently available on the City's website, this report is available in print form at the Neighborhood Services Department
- Analysis of the Las Vegas, Nevada Housing Market, HUD – 2003 http://www.huduser.org/publications/econdev/mkt_analysis.html
- Five-Year Capital Improvement Plan, City of Las Vegas – 2006 http://www.lasvegasnevada.gov/files/Capital_Improvement_2010-2014_.pdf
- Five-Year Plan of the Southern Nevada Regional Housing Authority of the City of Las Vegas – 2010 http://www.haclv.org/
- Homes for Homeless Nevadans 10 Year Plan to Reduce Homelessness, City of Las Vegas – 2006 http://www.lasvegasnevada.gov/publications/7788.htm This report is available in print form at the Neighborhood Services Department
- Las Vegas Community Profile, City of Las Vegas – 2005
- http://www.lasvegasnevada.gov/files/10623_OBD_Newsletter.pdfMaster Plan 2020 Policy Document, Housing Element, City of Las Vegas -2005 http://www.lasvegasnevada.gov/files/Housing_Element.pdf
- Nevada Special Needs Housing Assessment, State of Nevada, BBC Research and Consulting – 2002

Not currently available on the City's website, this report is available in print form at the Neighborhood Services Department

- NHD Apartment Facts, State of Nevada – 2005 http://nvhousing.state.nv.us/index.htm
- Southern Nevada Community Assessment, United Way and Nevada Community Foundation – 2003 http://www.nevadacf.org/communityneedsassessment.htm
- Southern Nevada Continuum of Care Application, Clark County – need 2009 http://www.accessclarkcounty.com/depts/social_service/pages/homeless_default.aspx
- Southern Nevada Workforce Housing Study, Clark County and SNRPC, Restrepo Consulting Group LLC - 2005 http://www.snrpc.org/WorkforceHousing/FinalDraftr4.pdf

3. Consultations

This Consolidated Plan was developed with consultation with several housing, social service agencies, and other entities, including those focusing on facilities and services to children, elderly persons, persons with disabilities, persons with HIV/AIDS and their families, and homeless persons. During the Consolidated Plan Development Process, City residents participated in, public hearings, and the community survey. The Consolidated Plan was also developed in consultation with:

Southern Nevada Regional Housing Authority (SNRHA) is the public housing agency for the City of Las Vegas. HACLV's five-year plan and annual agency plan were used to update SNRHA public housing information within this plan. The draft Consolidated Plan was provided to the SNRHA for their review and comment.

Ryan White Title I Planning Council and Clark County Social Services were consulted regarding the needs and issues facing persons with HIV/AIDS and their families. The City of Las Vegas HOPWA program staff and HOPWA project sponsor staff attended and participated in the Planning Council meetings. These meetings included discussions of updates to the Ryan White Title I Standards of Care Plan and goal, strategies, and outcomes for housing services for providers using Ryan White funding.

Southern Nevada Homeless Coalition (SNHC) is a regional volunteer group established to address issues related to the homeless and to affordable housing. Consisting of individuals, businesses and agencies serving the homeless, the SNHC meets monthly to discuss trends, gaps in services, policy development and public awareness of homelessness. The City of Las Vegas, along with Clark County and North Las Vegas are active members of the SNHC.

Southern Nevada Regional Planning Coalition (SNRPC) is an organization that brings together all public jurisdictions, including the City of Las Vegas, to coordinate policies and programs dealing with regional quality of life issues. These issues include air quality, homelessness, housing, population growth, public facilities, transportation, and water.

SNRPC Committee on the Homeless - This committee oversees regional homeless activities. The City of Las Vegas Neighborhood Services Department participates on this committee that coordinates housing and services programs for the homeless, assesses current homeless needs, and gaps in service to the homeless. This committee also identifies and applies for competitive homeless-related federal, state and local grants.

SNRPC Workforce Housing Sub-Committee – This sub-committee focuses on regional workforce housing, including affordable and attainable housing. The City of Las Vegas Neighborhood Services Department participates on this committee that is determining regional

workforce housing issues, needs, and strategies. The committee contracted with Restrepo Consulting to complete a report called the Southern Nevada Workforce Housing Study.

Citizen Participation (91.200 (b))

1. Citizen Participation Plan

As required by the Department of Housing and Urban Development (HUD) Rules and Regulations, the City of Las Vegas complies with regulation 24 CFR 91.105, Citizen Participation Plan for local governments. The City has adopted a citizen participation plan that sets forth the City's policies and procedures for citizen participation. The Citizen Participation Plan is broken down into the following sections:

a. Availability and Notification of Plans and Reports
b. Citizen Comments and Complaints
c. Citizen Comment and Review Time Frame
d. Citizen Involvement
e. Citizen Participation Schedule
f. Community Development Recommending Board (CDRB)
g. Consolidated Annual Performance and Evaluation Report (CAPER)
h. Consolidated Plan Amendments
i. Records Access
j. Relocation and Anti-Displacement
k. Technical Assistance

a. Availability and Notification of Plans and Reports

A notification will be advertised in local newspapers that the draft Consolidated Plan, Action Plan, and CAPER are available to the public for comment and review. The City's notification will be advertised in a variety of local newspapers, including the Las Vegas Review-Journal, El Mundo, and the Las Vegas Sentinel-Voice. The notification will provide a brief summary of the draft Consolidated Plan, Action Plan, and CAPER.

The notification will state that the draft Consolidated Plan, Action Plan, and CAPER will be available to the public for review in print form at the Neighborhood Services Department, 400 Stewart Avenue, 2nd Floor, Las Vegas, NV 89101. The notification for the draft Consolidated Plan and Action Plan will allow for 30 days of public comment and review. The notification for the draft CAPER will allow for 15 days of public comment and review.

The City plans to make the final Consolidated Plan, Action Plan, and CAPER available to the public for review on the City's website at www.lasvegasnevada.gov. The City's final plans and reports will also be made available in print form at the Neighborhood Services Department, 400 Stewart Avenue, 2nd Floor, Las Vegas, NV 89101, (702) 229-2330.

b. Citizen Comments and Complaints

Citizen comments received in writing or verbally at the public meetings and public hearings will be reviewed by the City to determine if any action is needed. If a response is deemed necessary, the City will provide a written response to the citizen. A summary of all comments and responses received during the public comment and plan development period will be included in the Consolidated Plan, Action Plan, and CAPER.

Citizen Complaints that are received in writing related to the Consolidated Plan, Action Plan, CAPER, and amendments will be reviewed by the City. The City will provide a written response to the citizen within 15 working days.

c. Citizen Comment and Review Time Frame

For the draft Consolidated Plan and/or Action Plan, the City will provide a minimum of 30 days to allow citizens to review and submit comments. Citizen input may be provided verbally at the public hearings or received in writing. The City will include all verbal and written public comments and address these comments in the final Consolidated Plan and/or Action Plan submitted to HUD. For the draft CAPER, the City will provide a minimum of 15 days to allow citizens to review and submit comments. Citizen input provided in writing will be included and addressed by the City in the final CAPER.

d. Citizen Involvement

City residents will have opportunities to be involved in the development of the Consolidated Plan, Annual Action Plan, substantial amendments to the Consolidated Plan and Action Plan, and Consolidated Annual Performance Evaluation Report (CAPER). City residents are encouraged to participate in the public hearings and meetings that take place throughout the Consolidated Plan and Action Plan development process.

The City also encourages the participation of minorities, non-English speaking persons, seniors, persons with disabilities, and other special needs populations. Translation services are available upon request for the community focus group meetings, public meetings, and public hearings. The community needs survey is printed each year in both English and Spanish. The community focus group meetings, public meetings, and public hearings are all held in facilities that are accessible to persons with disabilities and are accessible by public transportation. The City will provide timely notification of all meetings by adhering to all posting requirements in compliance with the Nevada Open Meeting Law.

Residents of the City's low and moderate-income neighborhoods (CDBG-Eligible Areas) will be encouraged to participate through community focus group meetings and community needs surveys. At least two (2) community focus group meetings are held annually with City residents to help determine local community needs. In addition, community needs surveys are distributed within the City's low and moderate-income neighborhoods to gather public input on housing and community development. The community needs results from the meetings and surveys help provide guidance to City staff, CDRB members, applicants, and are included in the Consolidated Plan and Action Plan.

e. Citizen Participation Schedule

Table 5 below gives a general schedule of the annual citizen participation process in order of actions taken. HOME and State LIHTF funds will be available to affordable housing developers to apply for on a year-round basis, and will not be part of the CDRB process. For a more detailed citizen participation process schedule, please refer to the Action Plan.

Table 5 - Citizen Participation Schedule

ACTION	DATE
Community Needs Surveys distributed and collected during community meetings in target neighborhoods	May
Community Needs Surveys Due	June
Applications Release Date	October
Application Workshops (CDBG Construction, CDBG Public Service, HOPWA, ESG)	October
Advertise and make available the draft Consolidated Annual	September

Performance and Evaluation Report (CAPER) covering the previous program year for 15-day public review and comment period	
Submit final CAPER covering the previous program year to HUD	September
Applications Due	October
Applications Community Review	November
HOPWA Presentations to CDRB	January
ESG Presentations to CDRB	January
CDBG Public Service Presentations to CDRB	January
Public Hearing for City Council Approval of CDRB Recommendations	March
Advertise and make available the draft Consolidated Plan and/or Action Plan for 30-day public review and comment period	April
Public Hearing and City Council approval of the submittal of the Consolidated Plan and/or Action Plan to HUD, including consideration of public comment as required by HUD	April/May
Submit Final Consolidated Plan and/or Final Action Plan to HUD	May

f. Consolidated Annual Performance and Evaluation Report (CAPER)
The HUD-required CAPER must be submitted to HUD by September 30th of each program year. The CAPER indicates the total number of clients served funds expended, and projects completed for activities that were included in the annual Action Plan for the previous program year. The CAPER allows HUD to review and evaluate the City's progress in meeting the goals of its Consolidated Plan and the extent to which it is meeting HUD's goals.

For the CAPER public comment period, please refer to section c. Citizen Comment and Review Time Frame on page 20. For the CAPER report availability, please refer to section a. Availability of Plans and Reports on pages 19 and 20.

g. Community Development Recommending Board (CDRB)
The CDRB is a citizen's advisory group, appointed by the City Council. Its members are appointed to represent the concerns and opinions of the community in advising the City on the allocation of CDBG, ESG, and HOPWA funds. HOME, and State LIHTF funds are not part of the CDRB process.

Through a series of open public meetings, and with the assistance of the Neighborhood Services Department staff, the CDRB reviews past projects, examines changes in community needs and explores trends as they affect community development as outlined in the Consolidated Plan, and subsequently evaluates and recommends projects to the City Council. To arrive at a sound recommendation, the CDRB uses a review process that includes a careful evaluation of each eligible applicant proposal within the context of program design and against program criteria and current objectives, both national and those outlined in the Consolidated Plan.

The most difficult task the CDRB faces is selecting which projects and activities are to be recommended to the City Council for funding. The limited amount of Grant funds is inadequate to meet the requests of all the applicants. Development of a project ranking system enables CDRB and staff to prioritize applications in a manner that will best meet City-wide strategies and objectives. Of the community development projects proposed, and

determined by staff to meet HUD eligibility guidelines, the CDRB will recommend only those projects that most effectively and efficiently meet the needs of eligible City residents.

h. Consolidated Plan Amendments

The criteria for Non-Substantial Amendments to the Consolidated Plan and Action Plan are defined as follows:

Non-Substantial Amendments

- Cancellation of any activity with a funding amount of $499,999 or less that is covered by the Consolidated Plan and the Action Plan;
- A change in funding of $499,999 or less for any activity covered by the Consolidated Plan and the Action Plan; or
- A change in location of any activity covered by the Consolidated Plan and the Action Plan within a five-mile radius from the original site.

The criteria for Substantial Amendments to the Consolidated Plan and Action Plan are defined as follows:

Substantial Amendments

- Cancellation of any activity with a funding amount of $500,000 or more that is covered by the Consolidated Plan and the Action Plan;
- A change in funding of $500,000 or more for any activity covered by the Consolidated Plan and the Action Plan;
- A change in location of any activity covered by the Consolidated Plan and Action Plan outside a five-mile radius from the original site;
- A change in the goals, objectives, or priorities of the Consolidated Plan; or
- A new activity to be carried out using funds from a Consolidated Plan program (including program income), not previously covered in the Consolidated Plan and Action Plan.

For substantial amendments, the City will provide citizens with reasonable notification by advertising in local newspapers allowing for at least 30 days for citizen comment and review. The City's notification will summarize proposed amendment, including the activity, project location, funding amount, and funding source. The City will consider all citizen comments received and attach a summarized evaluation of acceptable and unacceptable comments to the Substantial Amendment.

i. Records Access

The City will provide reasonable public access to information and related records for the City's Consolidated Plan programs from the preceding five years. Citizens must follow the city's Public Records Request Procedures, which are found at http://www.lasvegasnevada.gov/files/Records_Manual_Chapter_2_only_Final_3-28-02.pdf.

j. Relocation and Anti-Displacement

The City discourages the displacement of residents for HOME, CDBG, or other HUD-funded projects. For projects that result in the displacement of residents, the City will follow the requirements and provide assistance in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4601), as amended; the implementing regulations issued by the Department of Transportation at 49 CFR 24; and Section 104(d) of the Housing and Community Development Act of 1974 [42 U.S.C. 5304(d)].

k. Technical Assistance

The City will provide technical assistance to the CDRB and to qualified non-profit organizations assisting very low- and low-income groups in developing proposals for funding under any of the programs covered by the Consolidated Plan. The Neighborhood Services Department will determine the level and type of assistance to be provided.

2. Public Comments Received

NONE

3. Efforts to Broaden Participation

Please refer to section d. Citizen Involvement on page 20 of this plan.

4. Public Comments Not Accepted

NONE

Institutional Structure (91.215 (i))

1. Explain the institutional structure through which the jurisdiction will carry out its consolidated plan, including private industry, non-profit organizations, and public institutions.
2. Assess the strengths and gaps in the delivery system.
3. Assess the strengths and gaps in the delivery system for public housing, including a description of the organizational relationship between the jurisdiction and the public housing agency, including the appointing authority for the commissioners or board of housing agency, relationship regarding hiring, contracting and procurement; provision of services funded by the jurisdiction; review by the jurisdiction of proposed capital improvements as well as proposed development, demolition or disposition of public housing developments.

1. Institutional Structure

The City of Las Vegas Neighborhood Services Department is the lead administrative agency for the Consolidated Plan programs. The Neighborhood Services Department administers the CDBG, ESG, HOME, HOPWA, NSP, ARRA and CDBG-R programs and other Federal, State, and Local grants for housing and community development.

The Community Development Recommending Board (CDRB) recommends funding for programs and projects to the City Council. The City Council is the final authority for the approval of the funding allocations for these programs and projects to be included in the Action Plan.

A list of City Departments and Non-Profit Organizations that help carry out Consolidated Plan programs and projects is located in the Managing the Process section on pages 13-14 of this plan. Other partners in private industry and public institutions that are involved in Consolidated Plan programs and projects directly or indirectly include:

Private Industry	
Fannie Mae	Nevada Development Authority
Greater Las Vegas Association of REALTORS (GLVAR)	Southern Nevada Mortgage Bankers Association (SNMBA)
Southern Nevada Home Builders Association (SNHBA)	

Public Institutions	
Clark County	Las Vegas-Clark County Library District
Southern Nevada Health District (CCHD)	Las Vegas Metropolitan Police Department (Metro)
Clark County School District (CCSD)	Southern Nevada Regional Planning Coalition (SNRPC)
Community College of Southern Nevada (CCSN)	State of Nevada
Southern Nevada Regional Housing Authority (SNRHA)	University of Nevada-Las Vegas (UNLV)
U.S. Department of Housing and Urban Development (HUD)	U.S. Department of the Interior - Bureau of Land Management (BLM)

2. Consolidated Plan Delivery System

City Neighborhood Services Department (NSD) staff has participated and helped to improve the Consolidated Plan development process. Strengths in the delivery system include:

- citizen involvement and participation
- grant funding application process
- new HOME funding application process
- monitoring and contract compliance
- technical assistance workshops for funded agencies and project sponsors
- NSD staff knowledge of HUD grant programs and regulations
- Increased leveraging of funding by funded agencies for most programs/projects

Since the City's population continues to increase , this is increasing the demand for affordable housing, public facilities, and public services, which makes it more difficult for funded agencies and project sponsors to meet resident community needs. The City will continue to work closely with funded agencies and project sponsors to address these gaps in the delivery system by increasing the level and effectiveness of services provided to residents.

3. Public Housing Delivery System

The Southern Nevada Regional Housing Authority (SNRHA) is the public housing agency for the City of Las Vegas. The HACLV is currently providing assisted housing for more than 16,000 low and moderate-income family members. The SNRHA consists of federally funded family developments, senior housing, scattered site housing, affordable housing units, and section 8 housing choice vouchers.

SNRHA residents may benefit from services and activities provided by the City, including through HUD grant programs as long as they meet eligibility requirements. In addition, the SNRHA may apply to the City for funding provided by the City's CDBG and HOME programs. For SNRHA demolition and/or disposition activities, HUD requires that the City must approve in writing any proposed demolition and/or disposition activities of SNRHA owned public housing.

This plan was developed in consultation with the SNRHA and the SNRHA's five-year plan. For more information on the public housing delivery system, please refer to the public housing needs section on page 50, public housing strategy section on pages 51-52, and the HACLV's website at http://www.haclv.org.

1. Monitoring Standards and Procedures

The City of Las Vegas Neighborhood Services Department is responsible for ensuring that its funded agencies comply with all regulations and requirements governing their administrative, financial and programmatic operations, pursuant to the City and funded agency's funded agency agreement. This includes assuring that performance goals are achieved within the scheduled time frame, budget and when necessary taking appropriate actions when performance problems arise. Monitoring is not a "one-time-event".

The five basic steps to the formal monitoring visit include:

1. Notification Call or Letter: Explains the purpose of the monitoring site visit, confirms date, scope of monitoring and outlines the information that will be needed to conduct the review.
2. Entrance Conference: Introduces monitoring visit purpose, scope and schedule.

3. Documentation and Data Gathering: The City will review and collect data and document conversations held with City staff, which will serve as the basis for conclusions drawn from the visit. This includes reviewing client files, financial records, and agency procedures.
4. Exit Conference: At the end of the visit the City will meet again with the key agency representatives to present preliminary results, provide an opportunity for the agency to correct misconceptions and report any corrective actions already in the works.
5. Follow-Up Letter: The City will forward a formal written notification of the results of the monitoring visit pointing out problem areas and recognizing successes. The agency will be required to respond in writing to any problems or concerns noted.

City staff will conduct an on-going monitoring process in order to review the programmatic and financial aspects of the funded agency's activities. City staff will review monthly reports submitted by the agency for compliance with federal regulations regarding the use of federal funds and the implementation of the program.

The monitoring process is oriented towards resolving problems, offering technical assistance, and promoting timely implementation of programs. To this end City staff may require corrective actions of the funded agency. Following are examples of significant problems, which will trigger corrective action by the agency:

1) Services are not documented
2) Goals are not being met
3) Program files not in order
4) Complaints by clients
5) Required reports not being submitted in a timely manner.

Funded agency's will submit a monthly report detailing the implementation and administration of the activity or program. The monthly programmatic report shall include the following:

1) Progress in meeting stated goals and objectives
2) Changes in staff or Board of Directors
3) Problems encountered and steps taken to resolve them
4) Other general information as appropriate
5) A "Monthly Funded agency Client Summary". This report shall identify the income, ethnicity, and household status of clients receiving HUD Grant-funded assistance within the reporting period. This report is due to the Neighborhood Services Department by the seventh (7th) working day of the month following the month when services were provided.

Funded agencies will submit a monthly report concerning the financial and accounting status of the activity or program. The monthly financial report includes the following:
1) Summary of all disbursements of HUD Grant funds.
2) Summary of all requests for reimbursement of HUD Grant funds.
3) Report on percentage of HUD Grant funds expended and remaining by cost category.

This report is due to the Neighborhood Services Department by the seventh (7th) working day of the month following the month when services were provided. Based on monitoring results, City staff may hold discussions with funded agencies whose performance does not appear to be sufficient to meet the goals and achievements as outlined in the agreement. An on-site visit may occur to discuss the service activity shortfall. On-site monitoring visits may also be conducted in order to ascertain that eligible clients for whom the program was intended are being served and that in the event of an audit; the required client information is being maintained.

Priority Needs Analysis and Strategies (91.215 (a))
Lead-based Paint (91.215 (g))

1. Lead-based Paint Hazards
In 1978, Federal law prohibited the use of lead in paint. For this analysis, all housing units built in 1979 or earlier are counted as having the potential for containing lead-based paint hazards. According to the U.S. Census 2000, the median year for housing units built within the City of Las Vegas was 1989 and the total number of housing units was 190,862. Table 6 below shows the total number of housing units by age which were built in 1979 or earlier. Table 6 indicates that 32.1 percent (%) of all housing units were built in 1979 or earlier and have a potential for lead-based paint hazards. The estimated total number is 61,241 housing units.

Table 6 - Housing Stock by Age (Built 1979 or Earlier)

Year Built	Percentage of Total	Total Housing Units
1970 to 1979	13.2%	25,185
1960 to 1969	10.9%	20,802
1950 to 1959	5.9%	11,188
1940 to 1949	1.6%	2,999
1939 or earlier	0.5%	1,067
Total	**32.1%**	**61,241**

Source: U.S. Census 2000

According to the U.S. Census 2000 data provided by HUD, the City had a total of 117,466 families. The City had a total of 43,620 low and moderate-income families. These are families with incomes that are below 80 percent (%) of Area Median Income (AMI) and are classified as low and moderate-income by HUD. In 2000, this was approximately 37 percent (%) of the total number of families in the City.

To arrive at an estimate for the total number of housing units with the potential for lead-based paint hazards, the total number of housing units built in 1979 or earlier (61,241) was multiplied by the low and moderate-income family percentage (37 percent (%)). The City estimates that the total number of housing units housing low and moderate-income families that may have lead-based paint hazards is 22,659 housing units. Table 7 below shows the total number of

families and the estimated number of low and moderate-income housing units with the potential for Lead-based Paint Hazards by family income category.

Table 7 – Lead Hazards in Low and Moderate-Income Housing for Low and Moderate-Income Families

Family Income Category	Total Families (%)	Estimated Housing Units with Potential Lead-based Paint Hazards
Very Low-Income (<30% AMI)	20,966 (48%)	10,876
Low-Income (30-50% AMI)	12,277 (28%)	6,345
Moderate-Income (50-80% AMI)	10,377 (24%)	5,438
Total	**43,620**	**22,659**

Source: U.S. Census 2000, HUD 2003

2. Evaluation and Reduction of Housing Units with Lead-based Paint Hazards

To receive direct housing assistance, the City requires that all housing units constructed prior to 1978 be inspected for lead based paint hazards by a U. S. Environmental Protection Agency (USEPA) certified Lead Risk Assessor. The City's agreements are subject to the regulations described in 24 CFR Part 35, prohibiting the use of lead-based paint poisoning and elimination of lead-based paint hazards.

The City's funded agencies must utilize a U.S. Environmental Protection Agency (USEPA) certified Lead Risk Assessor or Inspector Technician to examine and test all pre-1978 housing construction. The City requires its funded agencies to abate lead-based paint when encountered during housing rehabilitation utilizing a USEPA certified abatement contractor and a certified Lead Risk Assessor or Clearance Technician to conduct clearance examinations and submit Lead Clearance Reports. All Housing Quality Standards (HQS) Inspections include an assessment of lead-based paint. City housing rehabilitation staff meets on a bi-monthly basis to review the status of all lead-based paint activities and review any new policies and/or programs regarding lead-based paint hazards.
funded agencies funded agencies

HOUSING

Housing Needs (91.205)

1. Housing Needs

HUD Income Groups

The definitions income groups, as determined by HUD, that apply to the Consolidated Plan include:

- **Extremely Low-Income:** Households whose income is between 0 and 30 % of the median family income for the area
- **Low-Income:** Households whose income does not exceed 50 % of the median family income for the area
- **Moderate-Income**: Households whose income does not exceed 80 % of the median family income for the area

Cost Burden

- **Cost Burden** = 30 percent (%) or more of income on housing expenses including utilities.
- **Severe Cost Burden** is defined as households that spend 50 percent (%) or more of their income on housing expenses including utilities.

The following cost burden tables for City of Las Vegas renters (Table 8) and owners (Table 9) indicate the number and percentage of households by household income, housing problems, and cost burden. Household type is broken down into four (4) categories which include the elderly (1- and 2- persons), small families (2-4 persons), large families (5+ persons), and all other (generally non-elderly, 1-person households).

Table 8 below indicates that total renter households with incomes at 0 to 30 percent (%) of MFI have the highest severe cost burden at 61.2 percent (%). Total renter households with incomes at 30 to 50 percent (%) of MFI have the highest cost burden at 81.9 percent (%) and the highest percentage of housing problems at 89.4 percent (%). This demonstrates that low and extremely-low income renter households usually have the highest severe cost burden, highest cost burden, and the most housing problems. Large family renter households tend to have the highest percentage of housing problems among household types.

Table 8 - Renters Cost Burden by Household Type

Household Income, Housing Problem, and Cost Burden	Elderly	Small Families	Large Families	All Other	Total Renters
Household Income (0 to 30% MFI)	3,540	3,970	1,425	4,355	13,290
% with any housing problems	69.9	79.3	95.1	71.8	76
% Cost Burden >30%	68.7	74.9	82.5	68.2	71.9
% Cost Burden >50%	55.5	66.4	61.1	61.1	61.2
Household Income (31% to 50% MFI)	2,499	3,915	1,720	3,369	11,503
% with any housing problems	83.6	92.6	95.9	86.6	89.4
% Cost Burden >30%	80.8	86.6	66.3	85.2	81.9
% Cost Burden >50%	39.6	30	18.3	36.1	32.1
Household Income (51 to 80% MFI)	2,564	6,360	2,105	5,404	16,433
% with any housing problems	58.5	61.6	86.5	58.5	63.3
% Cost Burden >30%	55.3	48.1	20.4	53.4	47.4
% Cost Burden >50%	9.8	3.5	1	5.3	4.7
Total Households	2,719	13,360	3,724	11,220	31,023
% with any housing problems	9.3	16.8	57.4	13.1	19.7

Source: HUD CHAS Data Books, 2003

Table 9 below indicates that total owner households with incomes at 0 to 30 percent (%) of MFI have the highest severe cost burden at 61.2 percent (%), highest cost burden at 71.2 percent (%), and the highest percentage of housing problems at 72.8 percent (%). Total owner households with incomes at 30 to 50 percent (%) of MFI also have a high cost burden at 66.6 percent (%) and the high percentage of housing problems at 69.2 percent (%). This demonstrates that low and extremely-low income owner households usually have the highest

severe cost burden, highest cost burden, and the most housing problems. Large family owner households tend to have the highest percentage of housing problems among household types.

Table 9 - Owners Cost Burden by Household Type

Household Income, Housing Problem, and Cost Burden	Elderly	Small Families	Large Families	All Other	Total Owners
Household Income (0 to 30% MFI)	2,081	1,314	348	1,049	4,792
% with any housing problems	69.5	73.7	94.5	70.9	72.8
% Cost Burden >30%	69.1	72.7	83.3	69.5	71.2
% Cost Burden >50%	52.4	67.4	80.5	64.8	61.2
Household Income (31% to 50% MFI)	3,469	1,680	955	764	6,868
% with any housing problems	52.6	83.3	91.1	86.4	69.2
% Cost Burden >30%	51.6	81.5	80.1	85.1	66.6
% Cost Burden >50%	33.6	61	45	67.4	45.6
Household Income (51 to 80% MFI)	4,944	4,705	2,025	2,242	13,916
% with any housing problems	42.2	75.5	82.5	74.8	64.5
% Cost Burden >30%	41.8	73	54.8	74.6	59.6
% Cost Burden >50%	15.6	22.8	8.1	28.3	19
Total Households	17,303	39,125	10,004	12,504	78,936
% with any housing problems	13.2	16.3	37.3	23.3	19.4

Source: HUD CHAS Data Books, 2003

Overall, the cost burden tables indicate the following for extremely low, low, and moderate-income households in the City of Las Vegas:

- 26,765 cost burdened renter households
- 16,280 cost burdened owner households
- Total of 43,045 cost burdened renter and owner households

Overcrowding

- **Overcrowded households** are households with more than one (1) person per room, excluding bathrooms, kitchens, hallways, and porches.
- **Severely overcrowded households** are households with more than one and a half (1.5) persons per room, excluding bathrooms, kitchens, hallways, and porches.

According to the 2000 Census, approximately 3.9 percent of all households or 4,340 households were overcrowded in the City of Las Vegas. According to Table 10 below, overcrowded extremely low, low, and moderate-income owner households are 1.5 percent (%) of all owner households. Overcrowded extremely low, low, and moderate-income renter households are 10.2 percent (%) of all renter households.

Table 10 - Overcrowded Households

Income Groups	Number of Owner Households	% of All Owner Households	Number of Renter Households	% of All Renter Households
Extremely Low Income (0-30% MFI)	155	.2	965	3.1
Low Income (31-50% MFI)	325	.4	1,000	3.2
Moderate Income (51-80% MFI)	700	.9	1,195	3.9
Total	1,180	1.5%	3,160	10.2%

Source: US Census, July 2003 HUD Special Tabulation Data Tables A3A & A3B.

According to the HUD Special Tabulation Data Tables, for severely overcrowded households there are 1,080 severely overcrowded owner households and 4,095 severely overcrowded renter households. In 2000, about 4.7 percent of all households or a total of 5,175 households were severely overcrowded.

Substandard Housing Units

According to HUD's definition, a substandard housing condition exists when a dwelling unit does not meet Section 8 Housing Quality Standards (HQS) and requires substantial corrective rehabilitation of structural components and building systems (e.g. electrical, plumbing, heating/cooling). Housing units that were constructed before 1960 have a higher probability of exhibiting substandard housing conditions. The City has a total of 15,254 housing units that were constructed before 1960.

Table 11 below indicates the severely substandard occupied households living in housing units that lack complete plumbing and kitchen facilities in the City of Las Vegas. There are a total of 1,545 severely substandard occupied households which is approximately 1.4 percent (%) of all occupied households.

Table 11 - Severely Substandard (Lacking Complete Plumbing or Kitchen Facilities) Occupied Households in the City of Las Vegas

Renter			Owner		
0-30%	31-50%	51-80%	0-30%	31-50%	51-80%
680	275	420	50	100	20

Source: Census 2000, July 2003 HUD Special Tabulation Data, Table A3A & A3B

Table 12 and Table 13 below indicate the age of owner and renter-occupied housing units in the City of Las Vegas. The data is categorized by households with extremely low, low, and all other-incomes.

Table 12 - Age of Owner-Occupied Housing Units by Income Group

Income Group	Time Period Built				
	Pre-1949	1950 - 1959	1960 – 1979	1980-2000	Total
Extremely Low-Income	235	480	1,390	2,695	4,800
Low-Income	170	665	520	3,885	5,240
All Other	1,310	4,430	19,420	67,690	92,850
Subtotal	1,715	5,575	21,330	74,270	102,890

Source: Census 2000, July 2003 HUD Special Tabulation Data, Table A14A

Table 13 - Age of Renter-Occupied Housing Units by Income Group

Income Group	Time Period Built				
	Pre-1949	1950 - 1959	1960 – 1979	1980-2000	Total
Extremely Low-Income	660	1,540	4,500	6,610	13,310
Low-Income	440	925	3,945	6,230	11,540
All Other	1,090	2,370	11,515	32,620	47,595
Subtotal	2,190	4,835	19,960	45,460	72,445

Source: Census 2000, July 2003 HUD Special Tabulation Data, Table A14B

2. Disproportionate Housing Needs

Table 14 below indicates housing problems by race, ethnicity, and income for the City of Las Vegas. Race and ethnicity categories include All, White, Black, and Hispanic Owner and Renter Households. Housing problems are shown for extremely, low, and moderate-income race and ethnicity categories. The data shows that Hispanic Owner and Renter Households have the highest percentage of housing problems. Overall, minority owner and renter households have a higher percentage of housing problems than white owner and renter households.

The City is currently targeting low and moderate-income minority communities through many of its Consolidated Plan funded programs, including the Residential Rehabilitation and Homebuyer Assistance Programs. Brochures are available for these programs in English and Spanish to increase market to Hispanic Owners and Renters. The City will continue to market these programs, homebuyer training, and fair housing education to help decrease the number of minority groups that are reporting housing problems.

Table 14 – Housing Problems by Race and Ethnicity

Household Type	Percentage (%) of Households Reporting Any Housing Problem by Income Group		
	Extremely-Low	Low	Moderate
All Owner	72.8	69.2	64.5
White Owner	70.4	61.2	58.8
Black Owner	77.6	76.0	64.7
Hispanic Owner	81.3	91.4	80.1
All Renter	76.0	89.4	63.3
White Renter	75.4	87.0	62.8
Black Renter	73.6	89.1	64.0
Hispanic Renter	81.7	93.6	64.3

Source: SOCDS CHAS Data

1. Priority Housing Needs

Tables 15 and 16 below provide a summary of the City's priority housing needs which are included in the Housing Needs Table. Priority housing needs include the following categories:

- **High Priority**: Activities to address this need will be funded during the five-yearfive-year period of this plan.
- **Medium Priority**: If funds are available, activities to address this need may be funded during the five-year period of this plan.
- **Low Priority**: The City will not fund activities to address this need during the five-year period of this plan without an amendment to this plan.

Table 15 – Renter-Occupied Housing

Housing Need	Priority	Funding Source
0 to 30% of AMI Elderly	High	HOME, CDBG, Other
0 to 30% of AMI Small Related	High	HOME, CDBG, Other
0 to 30% of AMI Large Related	High	HOME, CDBG, Other
0 to 30% of AMI Other	High	HOME, CDBG, Other
30 to 50% of AMI Elderly	High	HOME, CDBG, Other
30 to 50% of AMI Small Related	High	HOME, CDBG, Other
30 to 50% of AMI Large Related	High	HOME, CDBG, Other
30 to 50% of AMI Other	High	HOME, CDBG, Other
50 to 80% of AMI Elderly	High	HOME, CDBG, Other
50 to 80% of AMI Small Related	Medium	HOME, CDBG, Other
50 to 80% of AMI Large Related	Medium	HOME, CDBG, Other
50 to 80% of AMI Other	Medium	HOME, CDBG, Other

Table 16 – Owner-Occupied Housing

Housing Need	Priority	Funding Source
0 to 30% of AMI Elderly	High	HOME, CDBG, Other
0 to 30% of AMI Small Related	High	HOME, CDBG, Other
0 to 30% of AMI Large Related	High	HOME, CDBG, Other
0 to 30% of AMI Other	High	HOME, CDBG, Other
30 to 50% of AMI Elderly	High	HOME, CDBG, Other
30 to 50% of AMI Small Related	High	HOME, CDBG, Other
30 to 50% of AMI Large Related	High	HOME, CDBG, Other
30 to 50% of AMI Other	High	HOME, CDBG, Other
50 to 80% of AMI Elderly	High	HOME, CDBG, Other
50 to 80% of AMI Small Related	High	HOME, CDBG, Other
50 to 80% of AMI Large Related	High	HOME, CDBG, Other
50 to 80% of AMI Other	High	HOME, CDBG, Other

2-3. Basis for Determining and Assigning Priority Housing Needs

Table 17 below shows the renter households by income group and indicates the total number of renter households, number of affordable housing units available, and underserved rental housing need. The underserved rental housing need is calculated by subtracting the number of affordable housing units available from the total rental households.

Table 17 - Renter Households by Income

Renter Households by Income	Ex. Low 0-30%	Low 31-50%	Mod. 51-80%
Total Renter Households	13,290	11,503	16,433
Affordable Housing Units	5,050	10,995	42,995
Underserved Rental Housing Need	**8,240**	**508**	**-26,562**

Source: HUD CHAS Data Books, 2003

High Priority - Extremely Low and Low-Income Renter Households

According to Table 17 above, extremely low-income renter households have an underserved need of 8,240 rental housing units. Low-income renter households have an underserved need of 508 rental housing units. As shown previously in Table 8 on page 30, both low and extremely-low income renter households usually have the highest cost burdens and the most housing problems. This demonstrates that these households are a high priority.

The City's current housing assistance programs serve extremely low, low-income renter households. These programs include the tenant-based rental assistance program which serves extremely low-income renter households. The City has assisted in funding several affordable housing projects that serve extremely low, low, and moderate-incomes elderly renter households. These households are high priorities because the City plans on funding activities that benefit these households.

Medium Priority – Moderate-Income Renter Households

According to Table 17 above, moderate-income renter households do not have a significant underserved housing need, have less of a cost burden, and fewer housing problems. Moderate-income renter households are served by the City's housing programs. The homebuyer assistance program targets all renter households that are 80 percent (%) and below to receive down payment and closing cost assistance to become homeowners. Rental

housing acquisition, rehabilitation, and construction projects are often targeted for households at 60 percent (%) and below of Area Median Income (AMI). The renter households between 60 to 80 percent (%) of AMI are left out of these accomplishments. These households are medium priorities, because the City will plan on funding activities for these households if funding is available.

Table 18 - Owner Households by Income

Owner Households by Income	Ex. Low and Low 0-50%	Mod. 51-80%
Total Owner Households	11,660	13,916
Affordable Housing Units	10,995	42,995
Underserved Owner Housing Need	**665**	**-29,079**

Source: HUD CHAS Data Books, 2003

High Priority – Extremely Low, Low, and Moderate-Income Owner Households
According to Table 18 above, extremely low and low-income owner households have an underserved need of 665 owner housing units. As shown previously in Table 5, both low and extremely-low income owner households usually have the highest owner cost burdens and the most owner housing problems. This demonstrates that these households are a high priority.

Moderate-income owner households have less of a cost burden and fewer owner housing problems. Moderate-income owner households still have a significantly high cost burden and a high number of housing problems. According to Table 9 on page 31, these households remain a high priority due to the high cost burden and high number of housing problems.

The City's current housing assistance programs serve extremely low, low, and moderate-income owner households. These programs include housing rehabilitation programs which serve extremely low, low, and moderate-income owner households. Elderly owner households with extremely low, low, and moderate-incomes are also targeted by the housing rehabilitation programs. The extremely low, low, and moderate-income owner households are high priorities because the City plans on funding activities that benefit these households.

4. Obstacles to Meeting Underserved Needs

Obstacles to meeting underserved housing needs include:

- Lack of available funding and resources for affordable housing activities
- Lack of community support for affordable housing
- Lack of private sector support for affordable and workforce housing
- Neighborhood opposition to new affordable housing, including special needs, projects
- Slow process of BLM land transfers to the City for affordable housing

For Las Vegas metropolitan area housing needs information, please refer to the 2005 Southern Nevada Workforce Housing Study available at http://www.snrpc.org/WorkforceHousing/FinalDraftr4.pdf. For Las Vegas metropolitan area Special Needs Housing information, please refer to the Nevada Special Needs Housing Assessment available at http://www.bbcresearch.com/library/nevada_final_report.pdf.

Housing Market Analysis (91.210)
1. Housing Market Characteristics

a. Housing Supply
Table 19 below indicates the number of housing units for the City of Las Vegas from 1990 to 2000. Other local jurisdictions are included for housing supply comparison purposes. The City of Las Vegas increased by 74 percent (%) in housing units from 1990 to 2000. This increase was higher than unincorporated Clark County, but less than the Cities of Henderson and North Las Vegas.

Table 19 - Number of Housing Units

Local Jurisdictions	2000	2010	Percent (%) Change 1990 - 2000
City of Las Vegas	**190,724**	**239,777**	**+80%**
Unincorporated Clark County	249,905	353,306	+71%
City of Henderson	71,428	112,093	+64%
City of North Las Vegas	36,600	75,673	+48%
Boulder City	6,979	6,787	-10%
City of Mesquite	4,442	8,619	+52%

Sources: City of Las Vegas Planning and Development Department, Comprehensive Planning Division

Supply of Affordable Rental Units
Table 20 below indicates the number of affordable renter housing units by the number of bedrooms for the City. The number of affordable renter units is shown for each income category, including 0 to 30 percent (%) of AMI or extremely low-income, 31 to 50 percent (%) of AMI or low-income, and 51 to 80 percent (%) of AMI or moderate-income households.

Table 20 – Affordable Renter Units by the Number of Bedrooms (BR)

0-1 BR Units			2 BR Units			3+ BR Units		
0-30%	31-50%	51-80%	0-30%	31-50%	51-80%	0-30%	31-50%	51-80%
2,430	6,375	17,240	1,320	3,240	1,380	1,300	1,380	7,135

Source: 2000 HUD CHAS Data

The City has a total of 58,010 affordable rental units. Approximately 72 percent (%) of the affordable rental units are affordable to those with incomes between 51 and 80 percent (%) of AMI. There are 16,045 affordable rental units that are affordable to those with incomes below 50 percent (%) of AMI. This shows the need for the production of more affordable rental units for those with incomes below 50 percent (%) of AMI.

The table indicates that there are significantly more zero to one bedroom units than two and three plus bedroom units. This shows the need for the production of more affordable two and three-plus bedroom rental housing units. These larger size rental housing units would help serve the increased number of families with children.

Supply of Affordable Owner Units

Table 21 below indicates the number of affordable owner units by the number of bedrooms for the City. The number of affordable owner units is shown for each income category, including 0 to 50 percent (%) of AMI or extremely low and low-income households and 51 to 80 percent (%) of AMI or moderate-income households.

Table 21 – Affordable Owner Units by the Number of Bedrooms (BR)

0-1 BR Units		2 BR Units		3+ BR Units	
0-50%	51-80%	0-50%	51-80%	0-50%	51-80%
600	1,265	2,600	6,655	3,230	24,200

Source: 2000 HUD CHAS Data

According to Table 21, the City has a total of 38,550 affordable owner housing units. Approximately 83 percent (%) of the affordable owner units are affordable to those with incomes between 51 and 80 percent (%) of AMI. Only 17 percent (%) of the total affordable owner units or 6,430 owner units are affordable to those with incomes below 50 percent (%) of AMI. This shows the need for affordable owner housing units for households at 0 to 50 percent (%) of AMI. However, without substantial private or public subsidies, the majority of owner housing units are not affordable to any households below 80 percent (%) of AMI.

b. Housing Tenure and Occupancy

Table 22 below indicates housing tenure and occupancy percentages for the City of Las Vegas for 1990 and 2000. The table includes owner, renter, and the vacancy percentages for 1990 and 2000.

Table 22 – Housing Tenure and Occupancy

1990			2008		
Owner %	Renter %	Vacancy %	Owner %	Renter %	Vacancy %
50%	50%	9.1%	59%	41%	12%

Source: 1990, 2000 Census Data

According to Table 22, owner-occupied housing units in the City of Las Vegas increased from 50 percent (%) in 1990 to 59 percent (%) in 2000. Renter-occupied housing units decreased from 50 percent (%) to 41 percent (%) in 2000. The vacancy rate has decreased from 9.1 percent (%) in 1990 to 7.3 percent in 2000. This table shows the increase in new owner-occupied housing units to housing supply from 1990 to 2000.

At the end of the third quarter of 2005, the national homeownership rate was 68.8 percent (%). According to the 2004 American Community Survey, the City had a homeownership rate of 67.1 percent (%) in 2004. This percentage (%) is near the current national homeownership rate.

According to the 2004 American Community Survey, the City had a homeowner vacancy rate of 1.9 percent (%). The City has a rental vacancy rate of 4.2 percent (%). Since 2000, the rental vacancy rate has been decreasing steadily. This indicates the increasing demand for rental housing units and the decreasing overall supply of rental housing units.

C. Housing Conditions

Table 23 below indicates the number of housing units by the year built in the City of Las Vegas. The table also shows the percentages of housing units built for each time period.

Table 23 – Number of Housing Units by Year Built

1960-1969	1970-1979	1980-1989	1990-2000	2001-2008
24,595	26,957	43,645	85,119	43,563
10%	11%	18%	36%	18%

Source: 2000 U.S. Census Data

In 2000, about 23 percent (%) of the City's total housing units or 51,552 units were built before 1980. These older housing units are often more likely to need major or minor housing repairs.

About 57 percent (%) of the City's total housing units or 128,682units were built from 1990 to 2008, which indicates that the majority of the City's total housing units were built after 1990.

According to the 2000 U.S. Census, approximately 0.4 percent (%) of the total or 830 housing units lacked complete plumbing facilities. Approximately 0.8 percent (%) of the total or 1,612 housing units lacked complete kitchen facilities.

According to the 2000 U.S. Census, approximately 4.4 percent (%) of the total or 8,356 households were overcrowded (between 1.01 to 1.5 persons per room). Approximately 4.8 percent (%) of the total or 9,215 households were severely overcrowded (greater than 1.51 persons per room).

d. Affordability Analysis

Renter Affordability Analysis

Affordability for renter households is defined as rent and utilities not costing more than 30 percent (%) of a household's income. Table 24 below indicates the average monthly apartment rental rates for the Las Vegas metropolitan area in 2008 and 2009 provided by the State of Nevada Housing Division.

Table 24 - Mean Rental Rates by Apartment Sizes – Greater Las Vegas Valley

Year	Number of Bedrooms (BR)			
	Studio	1-BR	2-BR	3-BR
2008	$515	$619	$747	$923
2009	$533	$655	$795	$963

Source: Greater Las Vegas Association of Realtors®

According to Table 24, the mean rental rates of one-bedroom apartments increased by about 5.5 percent (%). The mean rental rates for two-bedroom apartment increased by 6 percent (%). This shows that the mean rental rates for apartments of all sizes are increasing significantly each year.

Affordability for renter households is defined as rent and utilities not costing more than 30 percent (%) of a household's income. Table 25 below indicates the maximum affordable rent by household and income size.

Table 25 - Maximum Affordable Rent by Income and Household Size

Median Family Income (MFI) Level	Household Size							
	1	2	3	4	5	6	7	8
Extremely Low (30%)	342	392	441	**490**	529	569	607	646
Low (50%)	572	654	736	**817**	882	949	1,014	1,079
Moderate (80%)	916	1,046	1,176	**1,307**	1,412	1,516	1,621	1,726

1. Affordable = Housing Payment may not exceed 30% of Household Income
2. 2010 HUD Income levels are based upon Clark County Median Family Income by household size. The 2009 Clark County Median Family Income is $64,500 for a family of four. Affordable rents are based upon 30% of monthly household income.

Source: 2009 HUD Income Limits by Household Size (shown below)

2005 HUD Income	Household Size							
Limits	1	2	3	4	5	6	7	8
Extremely Low (30%)	13,700	15,700	17,650	**19,600**	21,150	22,750	24,300	25,850
Low (50%)	22,900	26,150	29,450	**32,700**	35,300	37,950	40,500	43,150
Moderate (80%)	36,600	41,850	47,050	**52,300**	56,500	60,650	64,850	69,050

According to Tables 24 and 25, an extremely low-income renter household with a family of four cannot afford the mean rental rate for apartments. A low-income renter household with a family of four can afford the mean rental rate for a one-bedroom apartment, but two and three-bedroom apartments are not affordable. Moderate-income renter households with a family size of two persons or less cannot afford the mean rental rate for a three-bedroom apartment, but can afford a studio, one-bedroom, or two-bedroom apartment. Moderate-income renter households with three or more persons can afford the mean rental rate for all apartment sizes.

Owner Affordability Analysis

Table 26 below indicates the median housing sales prices in Metropolitan Las Vegas, which includes the City of Las Vegas, Unincorporated Clark County, Boulder City, City of Henderson, and City of North Las Vegas. Housing types include new and existing homes with sales prices indicated for 1994, 2000, and 2006.

Table 26 - Median Housing Sales Prices in Metropolitan Las Vegas

Housing Type	2000	2006	2009
New Homes	161,893	345,130	249,130
Existing Homes	130,000	285,000	140,000

Source: Homebuilders Research Inc. of Las Vegas

According to Table **26**, the median sales prices for new and existing homes in Metropolitan Las Vegas has dropped significantly over the last 4 years. Between 2006 and 2009, new home prices decreased by 72 percent (%) and existing home prices by 49 percent (%).

According to Table 27, in 2009 the price of a new home was approximately $345,130. In 2009, new home prices have decreased to approximately $249,130.

The price of an existing home in 2006 was approximately $285,000 and still affordable to moderate-income households. Existing home prices have decreased to approximately $140,000.

e. Public Housing Inventory

The Las Vegas metropolitan area has one public housing authority: The Southern Nevada Regional Housing Authority (SNRHA). There are currently 2,937 public housing units and 9,056 publicly assisted households in the Las Vegas metropolitan area. The SNRHA inventory includes the following publicly assisted households and housing units:

- 9,699 - Section 8 Rental Vouchers for Households
- 98 - Tenant-based Rental Assistance Housing Units
- 320 - Section 202 New Construction for Elderly and Disabled Housing Units
- 1,053 - Elderly Low Rent Public Housing Units
- 1,712,028 - Family Low Rent Public Housing Units
- 441 – Scattered Site Low Rent Public Housing Units

For more information on public housing provided by the HACLV, please refer to the HACLV's website at http://www.haclv.org. For additional Las Vegas metropolitan area housing market analysis information, please refer to the 2005 Southern Nevada Workforce Housing Study available at http://www.snrpc.org/WorkforceHousing/FinalDraftr4.pdf. For Las Vegas metropolitan area Special Needs Housing Market Analysis information, please refer to the Nevada Special Needs Housing Assessment (upon completion the report will be place on the city's website.

Specific Housing Objectives (91.215 (b))

1. Specific Housing Objectives

Table 27 below indicates the housing activities, accomplishment types, and goals that the City is proposing to achieve on an annual basis from 2006 to 2010. For more information on housing activity annual goals, please refer to the Housing and Community Development Needs tables.

Table 27 - Housing Activities for 2010-2015

Housing Activity	Accomplishment Type	Goal
05S - Rental Housing Subsidies	04 - Households	75
12 - Construction of Housing	10 - Housing Units	50
14A – Rehabilitation; Single-Unit Residential	10 - Housing Units	50

2. Use of Available Resources for Housing

Available resources will be used for Housing based on current housing goals, housing needs, and prior housing project experience. Available resources for housing include CDBG, ESG, HOME, and HOPWA. ESG is covered in the Homeless section and HOPWA is covered in the HOPWA section of this plan.

CDBG funds will be used for:

- Rehabilitation; Single-Unit Residential
  - Single-family housing rehabilitation
  - Single-family housing rehabilitation for Seniors
  - Single-family housing rehabilitation for Special Needs Populations
  - Minor home repairs

HOME funds will be used for the following activities:

- Construction of Housing
  - Mixed-use and mixed-income rental housing
  - Multi-family rental housing
  - Multi-family rental housing for non-homeless special needs populations
  - Multi-family rental housing for seniors
  - Single-family ownership housing
  - Transitional housing for the homeless
- Direct Homeownership Assistance
  - Down payment and closing cost assistance for homebuyers
- Rehabilitation; Single-Unit Residential
  - Single-family housing rehabilitation
  - Single-family housing rehabilitation with refinance
- Rental Housing Subsidies
  - Tenant-based rental assistance

Additional resources leveraged for housing activities include City of Las Vegas Private Activity Bonds, City of Las Vegas Redevelopment Agency 18 percent (%) Set-Aside for Affordable Housing, State of Nevada Low-Income Housing Tax Credit, and State of Nevada Low-Income Housing Trust Fund.

City of Las Vegas Private Activity Bonds will be used for:

- Affordable Multi-family Housing Projects

City of Las Vegas Redevelopment Agency 18 percent (%) Set-Aside for Affordable Housing will be used for:

- Affordable Single and Multi-family Housing Projects

Needs of Public Housing (91.210 (b))
Housing Authority Consultation
Discussions were held with the Southern Nevada Regional Housing Authority (SNRHA) and their respective jurisdictional governments regarding the development of the Consolidated Plan and the Housing Authority' 5-year Plans. The former three housing authorities that were previously represented in Clark County have been regionalized into one agency (SNRHA) effective January 2010. The draft Consolidated Plan was provided to the housing authority for its input.

Institutional Structure: Housing Authority
The Southern Nevada Regional Housing Authority work with its local jurisdictional governments to ensure the efficient and effective delivery of housing authority services. The regionalization for the former three housing authorities remove restrictions of jurisdictional boundaries, thereby eliminating paperwork and administrative requirements brought about by the portability regulations of the program. This also afford the community and its residents with one set of policies and procedures; one wait list for housing and one goal to provide low-income families with safe, decent and affordable housing. For more information on housing authority's activities, please refer to the SNRHA's five-year plan.

Over the years, each jurisdiction has funded a variety of public service, housing and community facility projects, through the housing authorities and social service organizations,

which benefit housing authority residents. This interaction and support between the jurisdictions and their respective housing authorities is expected to continue over the next five years as well via the Southern Nevada Regional Housing Authority which will result in the elimination of duplicate services.

Any capital improvements, demolition, or disposition of public housing developments are reviewed by the appropriate jurisdictions through interactions with governmental agencies for permitting, zoning, and funding.

Southern Nevada Regional Housing Authority (SNRHA)
The SNRHA, as a separate entity from Clark County, utilizes federal assistance to manage public housing units, administer rental assistance and operates non-federally assisted housing in both incorporated and unincorporated areas of Clark County. Through a contractual relationship, SNRHA administers a Tenant Based Rental Assistance Program for Homeless Families under the County's HOME Program. The Clark County HOME Program also enters into agreements with the SNRHA for development of affordable housing on a specific project basis. For example, Clark County is providing HOME funds toward the redevelopment of the Miller Plaza Public Housing and Brown Homes Non-Conventional Public Housing.

It also manages Section 202 elderly rental units owned by non-profit organizations and operates a Housing Choice Voucher Program of 9,699 units.

Housing Needs (91.205)*Please also refer to the Housing Needs Table in the Needs.xls workbook*
Public Housing Residents
In an effort to move public housing residents up the economic scale, the SNRHA participates in the Family Self Sufficiency (FSS) Program. Under this program, public housing residents and Section 8- Housing Choice Voucher participant are provided the means, through the coordination of public and private resources and supportive services, to becoming economically independent and self-sufficient. Supportive services required to achieve self-sufficiency are based on individual family needs and may include child care, transportation, education, job training, preparation, and counseling, substance/alcohol abuse treatment and counseling, life skills training and homeownership counseling. Thousands remain on the Section 8 –Housing Choice Voucher (HCV) and Public Housing waiting lists. For a full understanding of public housing resident and HCV participant needs and programs see the 5-year plans of the SNRHA, available through the organizations. For specific information on the number of public housing units, etc. please see the Market Analysis in this document.

Priority Housing Needs (91.215 (b))
Housing Priorities for HCP Consortium
Housing Market Analysis (91.210)*Please also refer to the Housing Market Analysis Table in the Needs.xls workbook.*

Assisted Housing Inventory
Assisted housing is housing that receives some form of federal, state or local financial assistance. This includes grants, loans, low-income housing tax credits, and industrial development revenue bonds. Assisted housing can be project based, where the housing unit itself is subsidized, or tenant based, where the assistance is given directly to the tenant who is then responsible for finding housing in the private market. Assisted housing includes the traditional public housing units that are funded by HUD as well as housing units that are managed by non-profit groups. In recent years, the Housing Authorities have expanded their

parameters to serve people up to 80% of area median income, making housing for people at 30% of area median income increasingly scarce as housing authority units are rented to those over 30% of area median income.

Effective January 1, 2010, the Consortium consists of one housing authority. The former two public housing authorities: the Housing Authority of Clark County (HACC) and the Housing Authority City of Las Vegas (HACLV) have been regionalized into one agency, the newly formed Southern Nevada Regional Housing Authority. The Housing Authority of the City of North Las Vegas has not joined in the regional agency. There are currently 2937 public housing units and 830 affordable housing units in the Consortium. Figure 36 indicates the number and type of "Publicly Assisted" housing units by PHA while Figure 37 indicates the number and type of "Public Housing" units by PHA.

See last page for updated chart

Figure 36. Clark County Publicly Assisted Housing Units

Public Housing Authority	Section 8 Rental Vouchers [1]	Tenant-Based Rental Assistance [2]	Other Federally Assisted Housing [3]	Total Housing Units
SNRHA	9699	98	140	2,998
North Las Vegas	n/a	0	101	101
Total Units by Type		150	666	9,056

1. Section 8 Rental Vouchers: allow low-income households to lease units from private sector owners. Program requires 75% of households have incomes less than 30% of the Area Median Family Income. Households using vouchers must pay at least 30% of their income as rent with the Housing Authority paying the balance of an agreed upon Fair Market Rent using HUD funds.
2. Tenant Based Rental Assistance Program: program is allocated funds through the Clark County HOME Consortium from both HOME funds and Low Income Housing Trust Funds. The program is modeled after the Section 8 Voucher program in which families pay 30% of their household income as rent. Clark County and the City of Las Vegas both support programs that specifically target special needs populations, including homeless households and those with severe mental illness. The City has 52 Project-Based Units.
3. Section 202 New Construction: program provides a reduced interest rate loan making private non-profit group development economically feasible. This program assists the elderly and handicapped through subsidized operating costs allowing households to pay 30% of their income as rent. Clark County Housing Authority manages 100 units under the Section 236 Preservation program.

Figure 37. Clark County Low Rent Public Housing[1] Units

Public Housing Authority	Number of Elderly Units	Number of Family Units	Number of Scattered Sites	Total Public Housing Units
Clark County	175	529	186	890
Las Vegas	758	1,082	225	2,065
North Las Vegas	120	101	0	221
Total Units by Type	1,053	1,712	411	3,176

1. Conventional Low Rent Public Housing: Constructed with Federal funds, owned and managed

by Housing Authorities. Operated from funds paid as rent by residents in addition to subsidies provided through HUD. Residents of Conventional Low Rent units pay 30% of their household adjusted income as rent.
Source: Clark County, Las Vegas, North Las Vegas Housing Authorities – 2005

Income Limits for Assisted Housing
Income limits for federally assisted public housing programs are set at 50% of the area median family income, as determined annually by HUD, and apply to all of Clark County. The eligibility level for any of the above federally assisted programs ranges from an annual income of $19,800 for one person to $37,300 for a family of eight.

Use of Funds
With increasing costs for both ownership and rental housing, the HCP Consortium will continue to focus its housing efforts on homeownership assistance, housing rehabilitation, new construction of both owner and rental housing, and rental assistance.

H-3	Expand the supply of affordable housing for people with special needs: Elderly, Frail Elderly, Developmentally Disabled, Severely Mentally Ill, Physically Disabled, HIV/AIDS, Public Housing Residents	Provide developer financing and technical assistance through partnership with community non-profit and for-profit developers to help build affordable special needs rental housing	Construct new rental units for non-homeless people with special needs
		Maintain and preserve in good condition the supply of affordable housing units for special needs households	Provide single family housing rehabilitation for people with special needs:

Needs of Public Housing (91.210 (b))
In cooperation with the public housing agency or agencies located within its boundaries, describe the needs of public housing, including the number of public housing units in the jurisdiction, the physical condition of such units, the restoration and revitalization needs of public housing projects within the jurisdiction, and other factors, including the number of families on public housing and tenant-based waiting lists and results from the Section 504 needs assessment of public housing projects located within its boundaries (i.e. assessment of needs of tenants and applicants on waiting list for accessible units as required by 24 CFR 8.25). The public housing agency and jurisdiction can use the optional Priority Public Housing Needs Table (formerly Table 4) of the Consolidated Plan to identify priority public housing needs to assist in this process.

For specific local public housing information please refer to the following websites:
http://www.nlvha.com
http://www.haccnv.org
http://www.haclv.org

Number of Public Housing Units, Physical Condition of Public Housing, Restoration and Revitalization Needs of Public Housing

Southern Nevada Regional Housing Authority

The SNRHA currently has 2937 Public Housing units in its inventory. Rehabilitation needs are primarily funded using the Capital Fund. Physical improvements are planned or underway at several sites such as Levy Gardens, James Down Towers, Espinoza Terrace and Landsman Gardens. There are plans to convert unit in several properties to provide wheelchair, hearing and visual accessibility.

The results of the recent physical needs assessment indicate that the physical conditions of certain developments are in need of considerable improvements. The majorities of these properties are over thirty years old and are in need of comprehensive modernization. The Capital Fund Program/modernization funding has experienced significant cuts in the last three years. The physical needs assessment indicates $134.8 million is needed in order to ensure the public housing developments remain a viable housing option for low-income persons.

The former HACLV completed the Voluntary Compliance Agreement with HUD by the deadline of December 31, 2009. As the newly formed SNRHA, we are concentrating efforts to meet the requirements for the former CCHA Voluntary Compliance Agreement.

Housing Authority of the City of North Las Vegas -

The Housing Authority of the City of North Las Vegas continues to own and operate its inventory of 120 conventional assisted units, under the Low-Rent Public Housing Program. All one hundred twenty (120) are for elderly only. The remaining ninety-eight (98) are currently scheduled for demolition.

Public Housing and Section 8 waiting lists

The Section 8 –Housing Choice Voucher Program and Public Housing waiting lists are long and only open for new applications infrequently. This is an indication of severe housing needs community wide, especially for households below 30% of area median income.

Southern Nevada Regional Housing Authority -

• Total Applicants on Wait List – Conventional (CV)	3691
• Applicants over the age of 62 on the CV Wait List:	157
• Applicants on the Designated Housing Wait List:	423
• Total Applicants on Section 8 Wait List:	3724
• Total Applicants of Public Housing Site-Based Wait List	3494

Public Housing Strategy (91.210)

Housing Authority Strategic Plans

Currently SNRHA have Family Self Sufficiency Programs in operation. These programs provide interested residents the opportunity to increase their employment skills and gain employment through education and job training programs, as well as support services. Each participating resident must enter into a five-year contract that specifies their individualized goals to achieving self-sufficiency. These goals can include job training or education, and the resident receives assistance with childcare, transportation and other necessities to help ensure a successful endeavor.

The neighborhood revitalization initiatives being undertaken by Clark County, Las Vegas and North Las Vegas directly affect the public housing developments located in the target areas. Improvements to public facilities, parks and the continued funding of public service programs affect the residents of the entire neighborhood, including the many public housing residents located in those neighborhoods.

Southern Nevada Regional Housing Authority's 5-Year Goals, Management Initiatives and Homeownership Initiatives

Clark County is supporting the SNRHA in the redevelopment of 16 acres at Flamingo and Perry. The existing distressed Miller Plaza and Brown Homes was demolished and will be redeveloped using ARRA Funds with 80 units of senior housing for the first phase. An additional 40 units of senior housing are planned for the site in a future phase of the project.

The SNRHA has 12 resident councils in formation or operation and has a staff member designated to assist in organizing the remaining SNRHA public housing development's resident councils.

Through the American Dream Down payment Initiative, the Clark County HOME Consortium will require its homeownership funded agencies to devise outreach strategies to the local housing authorities to work with public housing residents toward homeownership. This should be relatively easy as most of the non-profit organizations that provide down payment assistance already have relationships with the local housing authorities. For example, the Women's Development Center provides the case management and the SNRHA provides the Tenant Based Rental Assistance to homeless families as part of the TBRA for Homeless Families Program.

SNRHA has designated 96 of its existing scattered site public housing units for the Public Housing Homeownership Program. The remaining 291 scattered sites will be utilized for applicants in our Public Housing Program.

SNRHA's 5-Year Goals, Management Initiatives and Homeownership Initiatives

Expand the supply of Low Income and Affordable housing available within its jurisdiction:

- Apply for additional Section 8 Choice Vouchers
- Develop public/private partnerships to create affordable housing opportunities
- Utilize SNRHA's resources to leverage and encourage new development initiatives
- Expand homeownership initiatives to SNRHA residents and program participants.

Improve the quality of assisted housing:

- Improve program management and fiscal accountability by utilizing SEMAP and PHAS indicators
- Increase customer satisfaction

Increase assisted housing choices:

- Conduct outreach efforts to potential vouchers landlords
- Further the development of the Section 8 Homeownership Program

Improve marketability of SNRHA owned units:

- Enhance and maintain site appearance to increase curb appeal
- Provide amenities and services to compete with private sector property owners

- Further develop partnerships with law enforcement agencies to provide a safe living environment

Promote self-sufficiency and economic independence of assisted households:

- Increase the number and percentage of employed program participants
- Further develop and enhance educational opportunities and prevention programs for youth
- Provide and attract supportive services to increase program participants' employability through job training and educational opportunities
- Provide public/private partnerships to further enhance resident initiatives at no cost to the agency (i.e., Sunrise Hospital, Girl Scouts, Juvenile Justice Department) through fund raising and grant application submission
- Promote homeownership opportunities through the Scattered Site Homeownership Program, the Section 8 Housing Choice Voucher Program, and the supportive service program for potential homebuyers.

Increase affordable housing resources:

- Develop a detailed plan for the Replacement Housing Fund
- Continue to identify partners for affordable housing development
- Explore the opportunity for conversion of assistance from unit-based to tenant-based. Consider the development of a Conversion Plan

Currently there are six (6) Senior Resident Councils and six (6) Family resident councils active at SNRHA. The SNRHA's Supportive Services Department will be working to establish/re-establish councils in its remaining five housing developments over the next five years.

The SNRHA currently administers a Scattered Site Homeownership Program, which involves the sale of existing scattered site homes to HACLV low-income Public Housing residents and Section 8 participants. The homes are sold at or below fair market value and the SNRHA provides down payment and closing costs assistance to buyers as well as directing prospective buyers to other organizations, which provide low-income homebuyer assistance. Prospective purchasers must be able to qualify for a mortgage and attend a Homeownership counseling course.

SNRHA also administers a Section 8 Homeownership Program, which utilizes the Voucher subsidy towards mortgage payments vs. rental assistance for eligible participants. Participants must be Section 8 participants and FSS graduates and must attend a Homeownership counseling course.

The Housing Authority will continue its partnerships with the City of North Las Vegas and local non-profits towards their mutual goal of revitalizing old neighborhoods and increasing the availability of affordable housing units to low and moderate income families including the elderly and disabled.
Public Housing Program residents and Section 8 program participants have played and will continue to play a vital role in the development of this Agency Plan in their capacity as a "Resident Advisory Board" (RAB) which contributed input into policies and strategies contained in this Plan.

Troubled Housing Authority

The City of North Las Vegas has received an official notice from the U.S. Department of Housing and Urban Development (HUD) as being designated as a troubled housing agency by the Department of Housing and Urban Development. In April of 2009 the Housing Choice Voucher Program was transferred by HUD to the now entitled SNRHA. The City of North Las Vegas will continue to hold an interest in 40 affordable housing units which the CNLV Housing Authority rents monthly to produce operating income. The City has committed to investing $469,000 to rehabilitate the 100 unit Thunderbird Apartments owned by the CNLV Housing Authority and is working with a non-profit housing agency to purchase a Carroll street property from the NLV Housing Authority for $425,345. The City has also granted a waiver of payment to the Housing Authority for their Payment in lieu of taxes for fiscal year ending June 30, 2004 in the amount of $14,000 and anticipates a request for fiscal year 2005 for approximately the same amount. In addition to the aforementioned investments the City of North Las Vegas has invested a significant amount in the following CNLV Housing Authority projects over the last three years: 1) CNLV Housing Authority Recreation Center Addition ($96,000), 2) Casa Rosa Rehabilitation/Weatherization Project ($85,000), 3) Energy Efficiency Program ($85,000).

It is important to note that the City of North Las Vegas Housing Authority is a separate legal government entity from the City of North Las Vegas. To date the City of North Las Vegas Housing Authority has not requested the City of North Las Vegas provide the Agency with financial or other assistance. The City does not intend to provide additional financial assistance to the CNLV Housing Authority from City General funds. However, if such a request is made the City will evaluate the request and make a decision at that time. Although no formal request has been made, City staff has been providing the Housing Authority with pro bono technical assistance to resolve issues related to the Desert Mesa housing development for three months and will continue until the development issues are resolved. Resolution of the Desert Mesa project will have a positive financial impact to the Authority between $2.5 and $3.0 million dollars. Therefore, the City will continue to support the efforts of the North Las Vegas Housing Authority to improve its operations to remove the troubled Housing Authority designation.

Resources

Following is an overview of the programs and resources available to assist the implementation of the Housing Strategic Plan, the Continuum of Care for the Homeless Strategic Plan and the Community Development Strategic Plan. All of the programs and resources identified below may be utilized, as appropriate, in order to implement the objectives outlined in each strategic plan.

Name of Program	Agency	Program	Target Population	Eligible Applicants	Funding Requirements	Activity Type
Federal						
Public Housing Modernization (Comprehensive Grant Program)	HUD	Grant	Public housing tenants	PHA's that administer public housing	Grant calculated with program formula for PHA's with 250 units or more	Capital improvements and related management improvements in public housing
Public Housing Operating Subsidy	HUD	Subsidy	Lower-income families	PHA's that administer housing under annual contributions contracts with HUD	Subsidies calculated in accordance with regulatory formula within Preference Funding System	Maintenance and continued operation of PHA housing projects

Assisted Housing Inventory

Figure 36. Clark County Publicly Assisted Housing Units

Public Housing Authority	Section 8 Rental Vouchers [1]	Tenant-Based Rental Assistance [2]	Other Federally Assisted Housing [3]	Total Housing Units
SNRHA	9699	199	40	9938

1. Section 8 Rental Vouchers: allow low-income households to lease units from private sector owners. Program requires 75% of households have incomes less than 30% of the Area Median Family Income. Households using vouchers must pay at least 30% of their income as rent with the Housing Authority paying the balance of an agreed upon Fair Market Rent using HUD funds.
2. Tenant Based Rental Assistance Program: program is allocated funds through the Clark County HOME Consortium from both HOME funds and Low Income Housing Trust Funds. The program is modeled after the Section 8 Voucher program in which families pay 30% of their household income as rent. Clark County and the City of Las Vegas both support programs that specifically target special needs populations, including homeless households and those with severe mental illness. The City has 52 Project-Based Units.
3. Section 202 New Construction: program provides a reduced interest rate loan making private non-profit group development economically feasible. This program assists the elderly and handicapped through subsidized operating costs allowing households to pay 30% of their income as rent. Clark County Housing Authority manages 100 units under the Section 236 Preservation program.
Source: Southern Nevada Regional Housing Authority – 2010

Figure 37. Clark County Low Rent Public Housing[1] Units

Public Housing Authority	Number of Elderly Units	Number of Family Units	Number of Scattered Sites	Total Public Housing Units
SNRHA	894	2477	443	3814

1. Conventional Low Rent Public Housing: Constructed with Federal funds, owned and managed by Housing Authorities. Operated from funds paid as rent by residents in addition to subsidies provided via HUD. Residents of Conventional Low Rent units pay 30% of their household adjusted income as rent.

Source: Southern Nevada Regional Housing Authority – 2010

For more information on public housing resident participation, please refer to the HACLV website at http://www.haclv.org.

Housing Authority Performance

As the SNRHA is newly constituted, the agency has not been evaluated under the criteria of HUD's public housing assessment system.

Barriers to Affordable Housing (91.210 (e) and 91.215 (f))

1. Public Policies Impacting the Cost of Housing

Current public policies, including zoning and land use restrictions, often favor the construction of low density single-family housing units over high density single-family or multi-family housing. Housing development costs, including land, construction, water, utilities, continue to influence the cost of housing developments. The lack of land availability and lack of community support are also creating barriers to the production of affordable housing. The following barriers created by public policies are impacting the cost of housing in the Las Vegas metropolitan area:

Citizen Review: Required public hearings before public entities such as Planning and Zoning Commission and City Council to allow public comment on proposed affordable housing projects add to the processing time and ultimately to the project's final cost. Affordable and special needs housing development goes through the standard development review process. Sometimes during this process citizen concerns arise that are often based on fears regarding the believed characteristics of potential residents or the housing's characteristics or perceived impact (e.g. housing density or impact on neighboring housing). These concerns on the part of citizens often result in a delay of action by the local decision making body.

Community Support: There has traditionally been minimal support for affordable housing development in Southern Nevada. There have been problems with the "Not In My Backyard" or NIMBYism among residents of established neighborhoods who fear affordable housing and higher densities. Housing advocacy groups, non-profit organizations and the jurisdictions themselves are involved in raising public awareness regarding the shortage of affordable housing and the reality of affordable housing in an effort to reduce citizen concerns.

Financing for Homeownership: Due the economic crisis facing the nation as a whole and Las Vegas specifically, the financing of a home has become increasing challenging. The credit crunch of 2009 and 2010 has made it extremely difficult for individuals to qualify to purchase homes. Programs such as the Neighborhood Stabilization Plan will assist the city through the development programs that will reduce the number of abandoned and vacant homes from our existing housing stock rather than constructing more housing in an already saturated market.

Permit and Plans Review Time: The review process itself can increase costs by virtue of the amount of time and money it takes for a developer to receive approval. This results from staff review of a development proposal in addition to any required public hearings. The City plans check process includes the following departments: Planning and Zoning, Building and Safety, Business Development, Fire Services, and Public Works. Plan review time is dependent upon the size and complexity of the project. The department makes every effort to review plans as quickly as possible. Several options, such as Express Plans Review are available to expedite this process. Again, much depends on the quality and completeness of the original submission and response time in correcting problems.

Permit Processing Fees: The City has a full cost recovery policy for processing development applications and these fees are not considered burdensome. Using the average square footage for a single-family home, 2,099 square feet, for the Las Vegas Metropolitan Area (Source: Southern Nevada Homebuilders Association), the total development fees for an average single-family home in the City is approximately $5,000. These processing fees are added to the cost of the housing and thus passed on to the end user. Building department and public works fees are imposed on all developments with no waivers or reduced fees available for affordable housing developments.

Water Fees: The Las Vegas Valley Water District imposed a regional connection fee for new water hook-ups in 1996. Phased in over two years, the single-family fee went from $1,000 in 1996 to $3,400 in 1998 and the multi-family fee went from $6,290 in 1996 to $21,380 in 1998. Then in 2000, the water fees were again increased and were phased in over four years. The fee per apartment unit in 2000 was $1,288 and was increased to match the residential fee of $2,136 per unit in 2004. This has placed a substantial cost increase on the development of affordable housing, which is generally multi-family. In 1996, the water fees for a 216-unit apartment development were slightly under $25,000. In 2000, the same apartment complex would have paid $278,208 in water fees. In 2004, the connection fees for the same 216-unit development are $461,376. Today, the connection fees are approximately $500,000.

2. Strategies to Remove Barriers to Affordable Housing

The City plans to undertake following strategies during the next four (4) years to remove barriers to affordable housing:

- Assist affordable housing developers with the development process and how to obtain project building permits in a timely manner
- Continue to participate in the Southern Nevada Regional Planning Coalition (SNRPC) workforce housing and homeless committee meetings
- Continue to partner with community non-profit and for-profit housing developers
- Establish a Community Land Trust for affordable housing
- Explore incentives for developers of affordable housing such as density bonus or reduction of development fees
- Explore policies that will help slow down the conversion of apartments to condominiums
- Partner with the Southern Nevada Home Builders Association (SNHBA)
- Research best practices nationwide for affordable housing policies and programs
- Neighborhood Stabilization Plan – Homeownership Assistance Program, Lease-To-Own and Scattered Site Programs.
- Homeless Prevention

Homeless Needs (91.205 (b) and 91.215 (c))

1. Homeless Needs

Table 32 below shows the number of homeless individuals, homeless families with children and persons in homeless families with children residing in shelters or are unsheltered in Southern Nevada. The homeless subpopulation numbers are also shown for the chronically homeless, seriously mentally ill, chronic substance abuse, veterans, persons with HIV/AIDS, victims of domestic violence, and youth (under 18 years of age). For more information on homeless needs, please refer to the Homeless Needs table.

Table 32 – Homeless Population and Sub-Populations

Homeless Population	Sheltered		Unsheltered	Total
	Emergency	Transitional		
1. Homeless Individuals	1,473	675	2,332	4,480
2. Homeless Families with Children				
2a. Persons in Homeless Families with Children	265	361	7,092	7,718
Total (1 + 2a)	1,738	1,036	9,424	12,198
Homeless Subpopulations	**Sheltered**		**Unsheltered**	**Total**
	Emergency	**Transitional**		
1. Chronically Homeless	479	101	1,399	1,979
2. Severely Mentally Ill	178	93		
3. Chronic Substance Abuse	575	301		
4. Veterans	371	195		
5. Persons with HIV/AIDS	59	13		
6. Victims of Domestic Violence	114	60		
7. Youth (under 18 years of age)	56	20		
8. Elderly (over age 65)	135	71		

Source: City of Las Vegas, Homes for Homeless Nevadans 10-Year Plan to Reduce Homelessness, 2006; Clark County, Southern Nevada Continuum of Care, 2005

Table 33 below indicates the number of shelter and housing beds available for homeless individuals and homeless families in Southern Nevada. The table also shows the homeless needs, what resources are available, and the gap between the homeless needs and resources available.

Table 33 – Homeless Needs (Number of Beds) for Individuals and Families

Homeless Needs: Individuals	Needs	Currently Available	Gap
Emergency Shelters	1,000	1,200	-200
Transitional Housing	1,300	913	387
Permanent Supportive Housing	2,543	820	1,723
Total	4,843	2,933	1,910
Chronically Homeless	1,979	214	

Homeless Needs: Families	Needs	Currently Available	Gap
Emergency Shelters	525	344	181
Transitional Housing	3,811	432	3,379
Permanent Supportive Housing	1,940	124	1,816
Total	3,438	900	2,538

Source: City of Las Vegas, Homes for Homeless Nevadans 10-Year Plan to Reduce Homelessness, 2006; Clark County, Southern Nevada Continuum of Care, 2005

1. Priority Homeless Needs

Table 34 below indicates the categories of priority homeless needs within the Southern Nevada Continuum of Care planning process. Priority homeless needs include the following categories:

- **High Priority**: Activities, including existing and new projects, to address this homeless category need will be funded during the five-year period of this plan.
- **Medium Priority**: If funds are available, activities to address this homeless category need may be funded during the five-year period of this plan.

Table 34 – Priority Homeless Needs

Continuum of Care Category	Individuals	Families	Funding Source
Emergency Shelter	Medium	Medium	ESG, CDBG
Transitional Housing	High	High	ESG, CDBG, HOPWA
Permanent Supportive Housing	High	High	ESG, CDBG, HOME, HOPWA
Chronically Homeless	High	High	ESG, CDBG, HOME, HOPWA

Source: City of Las Vegas, Homes for Homeless Nevadans 10-Year Plan to Reduce Homelessness, 2006; Clark County, Southern Nevada Continuum of Care, 2005

Basis for determining priorities of each homeless category

The 2006 City of Las Vegas, Homes for Homeless Nevadans 10-Year Plan to Reduce Homelessness and 2005 Southern Nevada Continuum of Care strategic plan established the priority homeless needs. These two plans helped to identify the gaps between the existing homeless resources and the needs of the homeless population for homeless individuals and families. Table 31 shows that emergency shelter was a medium priority with enough resources available for homeless individuals and a small gap for homeless families. Table 31 shows that transitional housing and permanent supportive housing are high priorities because of the large gaps between what is currently available and the needs of the homeless population. The chronically homeless is a high priority because of the large number of chronically homeless persons that are unsheltered and not enough existing resources.

2. Chronically Homeless

The chronically homeless population is identified as a high priority in Table 32 and the Homeless Needs table. Approximately 60 percent (%) of the chronically homeless do not use the emergency shelters or existing service system and would benefit most from being placed directly into permanent supportive housing. An estimated 40 percent (%) of the population will use the emergency shelters and existing service system.

Homeless Inventory (91.210 (c))

1. Homeless Inventory

For a list of existing facilities and services for homeless persons and families, please refer to the 2005 Southern Nevada Continuum of Care Application Housing Activity Chart and Service Activity Chart which are both available at http://www.snrpc.org/Homeless_files/SNCoC05ConsolidatedApplicationSummary.pdf. Please also refer to the City of Las Vegas *Homes for Homeless Nevadans 10-Year Plan to Reduce Homelessness* which is available in print form at the Neighborhood Services Department.

Homeless Strategic Plan (91.215 (c))

1. Homelessness

The City of Las Vegas *Homes for Homeless Nevadans 10-Year Plan to Reduce Homelessness* was completed in March, 2006 by the City's Neighborhood Services Department 10-Year Planning Committee. The City's 10-year plan was completed in partnership with the Southern Nevada Regional Homeless and Housing Plan. The City's 10-year plan outlines the following strategies and action steps for reducing and ending homelessness:

A. *Promote interagency coordination of human service delivery programs*
    1. Developing an internal continuum of care with all human service delivery programs.
    2. Developing Communication Protocols for homeless crisis.
    3. Re-evaluating the city's general and federal funded service provider contracts that can further leverage dollars and resources.

B. *Increase the availability of stable and sustainable housing*
    1. Creating a regional strategy for developing low-income housing.
    2. Placing 900 chronic, temporary and/or episodic individuals/families in housing over ten years.
    3. Supporting and increasing housing options for homeless persons utilizing emergency shelter.
    4. Promoting valley-wide acquisition, rehabilitation, or new construction of permanent affordable housing.
    5. Promoting the sustainability of existing housing stock.
    6. Supporting the access and creating stable housing options for clients participating in city of Las Vegas programs.
    7. Promoting the use of a master leasing and utility program.

C. *Enhance coordination between non-profit organizations and government*
    1. Promoting diversification of funding sources.
    2. Developing higher performance standards for funded entities.
    3. Creating of intergovernmental partnerships.
    4. Promoting of enhanced collaborations.
    5. Ensuring vendor accountability for funded services.
    6. Improving communication among governmental and non-profit entities.
    7. Increasing education regarding homeless issues

D. *Prevent individuals and families from becoming homeless*
    1. Providing flexible payment and funding standards to assist at-risk households.
    2. Preventing 1,000 individuals or families from entering the cycle of homelessness over ten years.

3. Identifying households at risk for homelessness and link with responsible service provider.
4. Continuing programs and services that support housing stability, such as rent and utility assistance.
5. Raising education and awareness of early warning signs that lead to homelessness.
6. Breaking the cycle of recurrent homelessness through intensive case management and supportive housing.
7. Evaluating and measuring which programs and strategies are effective in preventing and reducing homelessness.

E. *Provide seamless client services through effective partnerships*
1. Using HMIS to improve client service delivery between homeless service providers.
2. Using HMIS to link housing resources and availability.
3. Continuing support and use of seamless service delivery programs and services.
4. Supporting implementation of shared technology.

F. *Foster self-sufficiency through access to education, training, and employment opportunities*
1. Expanding existing employment and education programs to serve the episodic and temporarily homeless.
2. Enhancing pre-employment and basic skills services.
3. Supporting adult and alternative education and employment services.
4. Establishing income management and financial guardianship programs and services.
5. Revising intake and discharge services to assess employability, education, and training.

G. *Facilitate the transition from homelessness through intensive case management*
1. Utilizing the Homeless Management Information System (HMIS).
2. Improving coordination of case management services.
3. Improving the quality and accuracy of information and referral services.
4. Developing partnerships with agencies providing credit repair, debt management, and budget programs.
5. Developing alternative service delivery schedules.
6. Promoting case management outside of traditional setting and service hours.

H. *Increase access to medical, dental, and vision care services*
1. Providing support services sensitive to the needs of medically frail homeless individuals.
2. Pursuing partnerships and funding for dental and vision services.
3. Supporting coordination of discharge planning and follow-up care between hospitals and homeless services.
4. Leveraging funding opportunities to provide services for HIV/AIDS homeless individuals.

I. *Ensure the availability of basic needs services*
1. Supporting access to transitional supportive housing opportunities for clients in city programs.
2. Supporting housing and services with preference to homeless special needs populations.
3. Identifying additional transitional supportive housing units.

4. Supporting programs that enable basic hygiene, adequate diet, and activities of daily living.

J. *Improve availability of mental health services*
   1. Ensuring financial support is available for the mental health triage center.
   2. Identifying additional funding for individuals served by the mental health system.
   3. Identifying funding for housing individuals served by the mental health system.

K. *Improve availability of substance abuse treatment programs*
   1. Increasing access and availability to substance abuse programs for individuals participating in city programs.
   2. Supporting seamless services between treatment programs and housing providers.

According to the City's 10-Year plan, over the next 10 years, the City will work towards completing the following outcomes:

1. Reduced number of households entering the cycle of homelessness.
2. Higher levels of service and customer satisfaction for clients participating in city programs.
3. Reduced recidivism rates for ex-offender and chronic inebriates participating in the EVOLVE program and homeless individuals in the municipal court system.
4. Increased rates of placement into permanent housing for homeless clients participating in city programs.
5. Reduced duplication of services among government entities and non-profit organizations.
6. Greater capacity building with partner organizations
7. Lower cost and enhanced service delivery for government and service providers.
8. Increased perception among the homeless that services are available to assist them.
9. Increased employability, job readiness, job placement and retention for at-risk individuals.
10. Increased inventory of affordable housing in the Las Vegas valley.
11. Perceived improvement in their living situation among formerly homeless individuals.
12. Reduced number of homeless crisis situations and homeless interventions.

For more information, please refer to the City of Las Vegas *Homes for Homeless Nevadans 10-Year Plan to Reduce Homelessness* which is available in print form at the Neighborhood Services Department.

The City will also continue to be a participant in the meetings of the SNRPC Committee on Homelessness and the regional effort to end chronic homelessness by 2012. For the regional strategies related to homelessness, please refer to the Continuum of Care strategic plan which is available online at http://www.co.clark.nv.us/social_service/homeless_default.htm.

The City has developed housing assistance and supportive services programs that assist extremely low- and low-income individuals and families who are at imminent risk

of becoming homeless. This includes the tenant-based rental assistance program and other programs that help to prevent homelessness.

2. Chronic Homelessness

Please refer to the City's Homeless Strategic Plan stated in the Homelessness section on pages 58-62. Please refer to the City of Las Vegas *Homes for Homeless Nevadans 10-Year Plan to Reduce Homelessness* which is available in print form at the Neighborhood Services Department. The City will also continue to be a participant in the meetings of the SNRPC Committee on Homelessness and the regional effort to end chronic homelessness by 2012. For the regional strategies related to chronic homelessness, please refer to the Southern Nevada Continuum of Care website at http://www.co.clark.nv.us/social_service/homeless_default.htm.

3. Homelessness Prevention

During the five-year period of this plan, the City is planning to fund several programs that provide assistance to individuals and families at risk of becoming homeless. Homeless prevention activities include tenant-based rental assistance, short-term rent, mortgage, and utility assistance, emergency food and resources assistance, transportation assistance, and other essential services. The City's strategies and action steps are stated in the Homeless Strategic Plan on pages 58-62. Please also refer to the City of Las Vegas *Homes for Homeless Nevadans 10-Year Plan to Reduce Homelessness* which is available in print form at the Neighborhood Services Department. For the regional strategies related to homelessness prevention, please refer to the Southern Nevada Continuum of Care website at http://www.co.clark.nv.us/social_service/homeless_default.htm.

4. Institutional Structure

The City of Las Vegas Neighborhood Services Department acts as the lead agency for the City's homelessness strategies. The Neighborhood Services Department has representatives that attend and participate in the meetings of the SNRPC Committee on Homelessness and the Southern Nevada Continuum of Care. The City works closely with Clark County and other local jurisdictions through the Clark County Consortium and SNRPC Committee on Homelessness meetings.

The City of Las Vegas *Homes for Homeless Nevadans 10-Year Plan to Reduce Homelessness* includes several public and private partners. The City provides funding to non-profit organizations that provide housing and services that benefit the homeless and help prevent homelessness. For a list of these organizations, please refer to the Managing the Process section on pages 13-14.

5. Discharge Coordination Policy

The City of Las Vegas receives ESG funding and will continue to work with Clark County and the State of Nevada on the community-wide Discharge Coordination Policy. Please also refer to the City of Las Vegas *Homes for Homeless Nevadans 10-Year Plan to Reduce Homelessness* which is available in print form at the Neighborhood Services Department. For regional discharge coordination policy information, please refer to the 2005 Southern Nevada Continuum of Care application which is available online at http://www.snrpc.org/Homelessfiles /SNCoC05ConsolidatedApplicationSummary.pdf.

Emergency Shelter Grants (ESG)
(States only) Describe the process for awarding grants to State recipients, and a description of how the allocation will be made available to units of local government.

1-5 Year Strategic Plan ESG response:

Not Applicable

COMMUNITY DEVELOPMENT

Community Development (91.215 (e))
*Please also refer to the Community Development Table in the Needs.xls workbook

1. Priority Community Development Needs
The City plans to fund a variety of Community Development Activities that are high priority needs. Please refer to the Community Development Needs table for the entire list of priority needs. Other high priority needs include acquisition of real property, clearance and demolition, homeownership assistance, housing rehabilitation, planning, and HOPWA. The City's priority non-housing community development needs for the Public Facilities and Improvements category are identified in Table 35 below.
Priority non-housing community development needs include the following categories:

- **High Priority**: Activities to address this need will be funded during the five-year period of this plan.
- **Medium Priority**: If funds are available, activities to address this need may be funded during the five-year period of this plan.
- **Low Priority**: The City will not fund activities to address this need during the five-year period of this plan without an amendment to this plan.

Table 35 - Public Facilities and Improvements

Community Development Activity	Priority Need	Funding Source
03 - Public Facilities and Improvements (General)	High	CDBG, Other
03A - Senior Centers	Medium	CDBG, Other
03C - Homeless Facilities	High	CDBG, Other
03D - Community Centers	Medium	CDBG, Other
03F - Parks, Recreational Facilities	Medium	CDBG, Other
03H - Solid Waste Disposal Improvements	Low	Other
03I - Flood Drain Improvements	Low	Other
03J - Water/Sewer Improvements	Low	Other
03K - Street Improvements	Medium	CDBG, Other
03L - Sidewalks	High	CDBG, Other
03M - Child Care Centers	High	CDBG, Other
03P - Health Facilities	Medium	CDBG, Other
03T - Operating Costs of Homeless/AIDS Patients Programs	High	CDBG, ESG, Other

The City's priority non-housing community development needs for the Public Services category are identified in Table 36 below.

Table 36 - Public Services

Community Development Activity	Priority Need	Funding Source
05 - Public Services (General)	High	CDBG, ESG, Other
05A - Senior Services	High	CDBG, Other
05B – Services for the Disabled	High	CDBG, Other
05D - Youth Services	High	CDBG, Other
05E - Transportation Services	Medium	CDBG
05F - Substance Abuse Services	High	CDBG
05G - Battered and Abused Spouses	High	CDBG
05H - Employment Training	High	CDBG
05I - Crime Awareness	Medium	CDBG, Other
05L - Child Care Services	High	CDBG
05M - Health Services	Medium	CDBG
05N - Abused and Neglected Children	High	CDBG
05O - Mental Health Services	High	CDBG
05Q - Subsistence Payments	High	CDBG, ESG

For more information on community development needs, please refer to the Community Development Needs Table included within this plan.

2. Basis for Assigning Priorities

The priorities are designated according to community needs based on public input from the community meetings, focus groups, and community surveys. The priorities are also based on previous community development projects. The non-housing community development activities are designated as high, medium, or low priorities based on whether the activity will be funded, may be funded, or will not be funded. The development of new public facilities is also dependent upon the financial ability of the City to support the operational costs including staffing of such facilities.

As stated in the Managing the Process section on pages 13-18 of this plan, community needs surveys were distributed by city neighborhood planners to neighborhood associations within targeted neighborhoods of the low and moderate-income areas to gather public input. The community surveys stated for the public to tell us what is important to them and their neighborhoods. According to Table 4 - Community Survey Results on page 15, the public input results indicate the following non-housing community needs in order of priority:

1. Employment Opportunities
2. Youth Activities
3. Job Training
4. Affordable Childcare
5. Life Skills
6. English as a Second Language (ESL) Training
7. Substance Abuse Programs

In addition, the City of Las Vegas Five-Year Capital Improvement Plan (CIP) FY 2010-2015 was used as a resource to help determine priority needs in CDBG-eligible areas. The CIP priority needs include: Improvements to Existing City Facilities, Transportation Infrastructure, Public Safety, Flood Control, Public Works, Sanitation, Street Lighting and

Signage, School Sign Upgrades, Culture and Recreation, Youth Facilities, Parks, and Economic Development. the City of Las Vegas Five-Year Capital Improvement Plan (CIP) FY 2010-2015 is available from the Department of Finance and Business Services at http://www.lasvegasnevada.gov/files/2010-2015_CIPbook.pdf.

2. Obstacles to Meeting Underserved Needs

Low and moderate-income persons are underserved in the areas of affordable childcare, employment opportunities, job training, youth activities, life skills, and social services. Several current and planned public services programs address these underserved needs of low and moderate-income persons. Senior and special needs services are also underserved needs in the community. The City has funded and plans to fund programs that provide services to senior and special needs populations.

The high costs of housing are making it difficult for the low and moderate-income populations to afford to live in the City of Las Vegas. A larger share of their income is being spent on their housing payment, which is leaving them with less income to pay for basic resources and services.

Additional obstacles to meeting underserved non-housing community development needs include the high land and construction costs for public facilities, capacity of local non-profit organizations to leverage funding for public services, lack of public and private sector support for public services, and lack of community support for public facilities and services. For Las Vegas metropolitan area Community and Special Needs information, please refer to the Southern Nevada Community Assessment, United Way and Nevada Community Foundation – 2003 available at http://www.nevadacf.org/CommunityAssessment.pdf.

3. Specific Long-term and Short-term Objectives

The high priority community development activities from Tables 33 and 34 are provided with goals for each accomplishment type. The high priority activities are priorities that the City expects to fund over the five-year period of this plan. The medium and low priority community development activities are not provided with goals, because the City does not expect to fund these priorities.

Table 37 below shows the community development activities, accomplishment types and goals that the City of Las Vegas is proposing to complete over the five-year period of this plan. Accomplishment type goals may change if the funding sources mentioned above in Tables 33 and 34 are reduced or increased.

Table 37 - Community Development Activities for 2010-2015

Community Development Activity	Accomplishment Type	Goal
03 - Public Facilities and Improvements (General)	11 - Public Facilities	3
03A - Senior Centers	11 – Public Facilities	0
03C - Homeless Facilities	11 – Public Facilities	1
03D – Community Centers	11 – Public Facilities	1
03F - Parks, Recreational Facilities	11 – Public Facilities	0
03K - Street Improvements	11 – Public Facilities	0
03L - Sidewalks	11 – Public Facilities	0
03M - Child Care Centers	11 – Public Facilities	0

03T - Operating Costs of Homeless/AIDS Patients Programs	01 - People	5,996
05 - Public Services (General)	01 - People	6,911
05A - Senior Services	01 - People	1,590
05B – Services for the Disabled	01 - People	128
05D - Youth Services	01 - People	9,684
05F - Substance Abuse Services	01 - People	0
05G - Battered and Abused Spouses	01 - People	929
05H - Employment Training	01 - People	680
05L - Child Care Services	01 - People	96
05M - Health Services	01 - People	0
05N - Abused and Neglected Children	01 - People	0
05O - Mental Health Services	01 - People	0
05Q - Subsistence Payments	01 - People	16

For more information on community development objectives, please refer to the Community Development Needs Table in this plan.

Antipoverty Strategy (91.215 (h))

1. Goals, Programs, and Policies for Reducing Poverty

The City of Las Vegas intends to use Consolidated Plan funding to help reduce the number of persons living below the poverty level. One of HUD's and the City's goals is to help residents living below the poverty level become self-sufficient. To achieve this goal, the City will provide housing assistance, supportive services, emergency resources, employment training, and other forms of assistance.

Over the five -year period of this plan, the City plans to fund several programs and projects with CDBG, ESG, HOME and HOPWA funds that will benefit poverty level families in the City of Las Vegas. The Southern Nevada Regional Housing Authority (SNRHA) plans to fund programs over the next four years that provide housing assistance to poverty level families within the City of Las Vegas.

The City's programs and projects will assist residents by providing new jobs, job placement, vocational training, affordable child care and preschool, transportation assistance, senior services, and educational opportunities. The City plans to continue to partner with the following organizations:

- Local non-profit organizations
- Nevada Development Authority
- University of Nevada-Las Vegas (UNLV)
- Community College of Southern Nevada (CCSN)
- Head Start program
- Southern Nevada Workforce Investment Board
- Nevada Micro Enterprise Initiative
- Clark County and other local jurisdictions
- State of Nevada
- Local businesses

2. Reduction of the Number of Poverty Level Families

The City's programs that assist residents living below the poverty level have a limited amount of funding and can only assist a limited number of residents. These programs are unlikely to significantly reduce the number of poverty level families.

There are other factors that are beyond the control of the City. These factors include the local business environment, regional economy, education levels, national economy, housing costs, transportation costs, and other factors. According to the 2000 Census for the City of Las Vegas:

- 10,166 families or 8.6 percent (%) living below the poverty level
- 56,053 individuals or 11.9 percent (%) living below the poverty level
- 4,552 families with female householder, no husband present or 21.4 percent (%) living below the poverty level
- 2,012 families with female householder, no husband present with related children under 5 years or 34.3 percent (%) living below the poverty level

The 2000 Census data shows that the City's highest priority would be to assist families with female householder, no husband present with related children under 5 years because of the high percentage of 34.3 percent (%) living below the poverty level. This shows the importance of programs that help to reduce poverty among families such as affordable child care, affordable preschool, job placement, and housing assistance.

Consolidated Plan funded programs and projects will assist individuals and families living below the poverty level directly and target the low and moderate-income neighborhoods. Additional resources and funding are needed to reduce the number of families and individuals living below the poverty level.

Low Income Housing Tax Credit (LIHTC) Coordination (91.315 (k))

1. (States only) Describe the strategy to coordinate the Low-income Housing Tax Credit (LIHTC) with the development of housing that is affordable to low- and moderate-income families.

1-5 Year Strategic Plan LIHTC Coordination response:
Not Applicable

NON-HOMELESS SPECIAL NEEDS

Non-homeless Special Needs (91.205 (d) and 91.210 (d)) Analysis (including HOPWA)

1. Non-homeless Special Needs Populations

Table 38 below indicates the estimated number of persons for each special needs category who have needs for housing and supportive services. The special needs population numbers are for the greater Las Vegas area. This information is also listed in the non-homeless special needs table included in this plan.

Table 38 – Special Needs Populations

Special Needs Category	Housing Needed	Supportive Services Needed
Elderly and Frail Elderly	58,000	34,800
Persons with Severe Mental Illness	23,100	23,100
Developmentally Disabled	19,000	19,000
Physically Disabled	35,500	35,500
Alcohol/Other Drug Addicted	6,000	6,000
Persons with HIV/AIDS and their Families	4,800	4,800
Total	146,400	123,200

Source: Nevada Special Needs Housing Assessment, State of NV, BBC Research and Consulting – 2002, http://www.bbcresearch.com/library/nevada_final_report.pdf; State of NV; Clark County.

2. Priority Non-homeless Special Needs

Table 39 below lists the housing and supportive services priority needs for each special needs category. According to the table, all of the special needs categories are high priorities for housing and supportive services in the City. Over the five-year period of this plan, the City plans on funding programs and projects that will benefit elderly, frail elderly, persons with severe mental illness, developmentally disabled, physically disabled, alcohol/other drug addicted, and persons with HIV/AIDS and their families.

Table 39 - Special Needs Housing and Supportive Services Priority Needs

Special Needs Category	Housing	Supportive Services
Elderly and Frail Elderly	High	High
Persons with Severe Mental Illness	High	High
Developmentally Disabled	High	High
Physically Disabled	High	High
Alcohol/Other Drug Addicted	High	High
Persons with HIV/AIDS and their Families	High	High

3. Basis for Assigning Priorities for Special Needs

The priorities are designated according to community needs based on information from the Nevada Special Needs Housing Assessment and public input from the citizen participation process. The non-homeless special needs activities are designated as high, medium, or low based on whether the activity will be funded, may be funded, or will not be funded. The City plans on funding programs and projects that benefit all of the special needs categories which are high priorities for housing and supportive services.

As stated in the Managing the Process section on pages 13-18, community needs surveys were mailed out to residents of the low and moderate-income areas to gather public input. The community surveys stated for the public to tell us what is important to them and their neighborhoods. The community surveys included sections on community needs for selected special needs populations including seniors and persons with disabilities.

According to Table 4 - Community Survey Results on page 15, the public input results for selected special needs populations indicates the following needs in order of priority:

Special Needs Population: Seniors

1. Repair your Home
2. Senior Services
3. Affordable Homes
4. Assisted Living
5. Affordable Apartments
6. Adult Daycare

Special Needs Population: Persons with Disabilities

1. Disabilities Services
2. Repair your Home
3. Assisted Living
4. Affordable Homes
5. Affordable Apartments

The community survey results indicated that the highest priorities for seniors are to repair their homes, receive senior services, and live in affordable homes. The results indicated that the highest priorities for persons with disabilities are to receive disabilities services, repair their homes, and live in assisted living facilities. The results also show that both selected special needs populations need housing rehabilitation assistance and need supportive services.

4. Obstacles to Meeting Underserved Needs

Several current and planned public services programs address these underserved needs of non-homeless special needs populations. Senior and special needs services are underserved needs in the community. The City has funded and plans to fund programs that provide services to senior and special needs populations.

The high costs of housing are making it difficult for non-homeless special needs populations to afford to live in the City. A larger share of their income is being spent on their housing payment, which is leaving them with less income to pay for basic resources and services.

For Las Vegas metropolitan area special needs information, please refer to the 2002 Nevada Special Needs Housing Assessment, BBC Research and Consulting available at http://www.bbcresearch.com/library/nevada_final_report.pdf and the 2003 Southern Nevada Community Assessment, Nevada Community Foundation available at http://www.nevadacf.org/CommunityAssessment.pdf.

4. Existing Facilities and Services

For information on existing facilities and services for persons with special needs:

- For elderly and frail elderly persons, please refer to the State of Nevada Department of Human Resources, Division of Aging Services at http://aging.state.nv.us/ or http://www.nvaging.net/.
- For persons with severe mental illness, please refer to the State of Nevada Department of Health and Human Services, Division of Mental Health and Developmental Services at http://mhds.state.nv.us/mh/index.shtml or Southern Nevada Adult Mental Health Services http://mhds.state.nv.us/sn/index.shtml.
- For persons with developmental disabilities, please refer to the State of Nevada Department of Health and Human Services, Division of Mental Health and

Developmental Services, Nevada Developmental Services at http://mhds.state.nv.us/ds/index.shtml or Desert Regional Center at http://mhds.state.nv.us/drc/.

- For persons with physical disabilities, please refer to the State of Nevada Department of Health and Human Services, Office of Disability Services at http://www.hr.state.nv.us/directors/disabilitysvcs/dhr_odsprog.htm.
- For persons with alcohol/ other drug addicted problems, please refer to the State of Nevada Bureau of Alcohol and Drug Abuse website at http://health2k.state.nv.us/BADA/.
- For persons with HIV/AIDS and their families, please refer to the list of HOPWA service providers in the HOPWA section of this plan.

6. Tenant-Based Rental Assistance and HOME Funds

The City allocates HOME and HPRP funding to provide Tenant-Based Rental Assistance (TBRA) to homeless or new homebuyer households with special needs including the mentally ill and elderly. The City plans to allocate HOPWA funding to service providers to provide tenant-based rental assistance and supportive services for persons with HIV/AIDS and their families. The City plans to continue to allocate HOME funding for affordable rental multi-family housing acquisition, construction, and rehabilitation projects that benefit the elderly, frail elderly, and other special needs populations. The City plans to continue to use HOME funds for housing rehabilitation activities that benefit the elderly, frail elderly, and other special needs populations. The City will continue to fund housing and supportive services projects that will help special needs populations become more self-sufficient.

Specific Special Needs Objectives (91.215)

1. Specific Special Needs Objectives

Table 40 below lists the housing and supportive services objectives for each special needs category. The special needs categories include elderly and frail elderly, persons with severe mental illness, developmentally disabled, physically disabled, alcohol/other drug addicted, and persons with HIV/AIDS and their families. Please also refer to the Non-Homeless Special Needs Housing Table.

Table 40 - Special Needs Housing and Supportive Services Objectives

Special Needs Category	Housing	Supportive Services
Elderly and Frail Elderly	68	1,590
Persons with Severe Mental Illness	0	115
Developmentally Disabled	0	115
Physically Disabled	18	156
Alcohol/Other Drug Addicted	31	70
Persons with HIV/AIDS and their Families	4,174	3,464

2. Use of Available Resources for Special Needs

The City's housing and community development activities and resources for non-homeless special needs populations are included in the housing, homeless, and community development sections. Please refer to the Non-Homeless Special Needs Housing Table in this plan and the Action Plan project worksheets for the proposed special needs programs or projects. Other available resources for special needs include: Shelter Plus Care Program for persons with disabilities, Section 811 Supportive

Housing for Persons with Disabilities, Section 202 Low-Income Elderly Housing, Section 106 Counseling for Homebuyers, Homeowners, and Tenants including elderly and disabled, and the Ryan White Program for persons with HIV/AIDS.

Housing Opportunities for People with AIDS (HOPWA)
*Please also refer to the HOPWA Table in the Needs.xls workbook.

A. Use of Available Resources for Special Needs
The City's housing and community development activities and resources for non-homeless special needs populations are included in the housing, homeless, and community development sections. Please refer to the Non-Homeless Special Needs Housing Table in this plan and the Action Plan project worksheets for the proposed special needs programs or projects. Other available resources for special needs include: Shelter Plus Care Program for persons with disabilities, Section 811 Supportive Housing for Persons with Disabilities, Section 202 Low-Income Elderly Housing, Section 106 Counseling for Homebuyers, Homeowners, and Tenants including elderly and disabled, and the Ryan White Program for persons with HIV/AIDS.

HIV/AIDS and HOPWA
According to the Nevada State Health Division (SNHD) HIV/AIDS reporting system, at the end of 2009 there were 8,881 people known to be living with HIV/AIDS in the Las Vegas TGA, which encompasses Clark County and Nye County, Nevada and Mohave County, Arizona. That same year 245 new cases of HIV were reported, as well as245 new cases of AIDS.

HOPWA funds leverage other resources, including programs involving housing, health care, and supportive services for persons with HIV/AIDS and their families through the Ryan White program and other Federal, State, local and private sources. The City requires that HOPWA service providers leverage other resources and coordinate their activities with other services providers to avoid duplication of services.

A small number of housing units in Southern Nevada are designated for persons with HIV/AIDS. The majority of housing assistance to persons with HIV/AIDS is provided through rental or mortgage payment subsidies and funded through the HOPWA program. The 2009 SNHD Surveillance Project estimates a housing gap of 47%, and a service needs gap of 39%. Based on this estimate, there are 4,174 persons with HIV/AIDS who are under-housed. The other 4,707 may live with family, friends or partners or in market or subsidized housing.

Table 41: Housing for Persons with HIV/AIDS

Facility Type	Number
Transitional/Permanent Existing Units	41
Rental/Housing Assistance (Persons/Year)	255
Living Independently or with Friends (Persons)	4,707
Sheltered Homeless (Persons)	68
Unsheltered Homeless (Persons)	82

Source: City of Las Vegas HOPWA Program, Southern Nevada 2009 Homeless Census and Survey

Some people with HIV/AIDS are in care facilities such as group homes or nursing homes, living in transitional housing or weekly motels, or are homeless. Service providers estimate the percentage of persons with HIV/AIDS living in nursing and group home to be very small, at only 1 to 3 percent. As noted in Table 41, a total of 41 units are available specifically to serve HIV/AIDS clients in Clark County including condominiums, townhouses, and apartments, communal living and single family detached housing units.

The Las Vegas HOPWA grant, administered by the City of Las Vegas, Neighborhood Services Department, encompasses all jurisdictions within Clark County, Nevada. The HIV/AIDS community is also assisted through the other HUD grants administered by the Cities and County in addition to Ryan White. Although not specifically for HIV/AIDS clients, the respective CDBG and ESG grants from each entity funds services that are also accessed by HIV/AIDS clients.

Table 42 below indicates the HOPWA priority needs. The table shows the estimated number of persons with HIV/AIDS with needs, based on current service levels, for each HOPWA activity. The table also shows the priority HOPWA needs for each HOPWA activity. Please also refer to the HOPWA Needs Table that is included in this plan.

1. HOPWA Activities to be Undertaken

The City allocates HOPWA funding to HOPWA service providers located throughout the Las Vegas metropolitan area that provide housing assistance and supportive services to persons with HIV/AIDS and their families. HOPWA service providers may assist clients with HIV/AIDS and their families with the following eligible activities:

- short-term rental, mortgage, and utility assistance
- tenant-based rental assistance
- housing operations
- housing leasing
- permanent housing placement
- resource identification
- housing information
- HIV/AIDS outreach/education
- emergency resource services
- supportive services

Table 42 – Priority HOPWA Needs

HOPWA Activity	Estimated Needs	Priority Need
Tenant-Based Rental Assistance	900	High
Short-Term Rent, Mortgage, and Utility Assistance	1,500	High
Facility-Based Programs	4	High
Units in Facilities Supported with Operating Costs	75	High
Units in Facilities Developed with Capital Funds and Placed in Service During the Program Year	8	Medium
Stewardship (developed with HOPWA but no current operation or other costs)	0	Low
Supportive Services	3,464	High
Housing Information Services/Resource Identification	2,400	High
Permanent Housing Placement Services	200	High

The HOPWA activities are designated as high, medium, or low based on whether the activity will be funded, may be funded, or will not be funded. The City plans on funding High Priority HOPWA activities that benefit persons with HIV/AIDS and their families. Medium Priority HOPWA activities may be funded if there is funding available. Low Priority HOPWA activities will not be funded without an amendment to this plan.

2. HOPWA Output Goals

Table 43 below indicates the HOPWA Output Goals. The table shows the estimated output goals for each HOPWA activity. The output goals are based on the number of persons with HIV/AIDS and their families that will be served each year. The High Priority HOPWA activities are the only activities included in this table. The need for housing is greater than the funding available. The City will work with the Project Sponsors to develop other housing resources. In 2009, the City was able to provide a HOPWA funded TBRA program, the number below is based on 22 families per year receiving assistance. Please also refer to the HOPWA Needs Table that is included in this plan.

Table 43 – HOPWA Output Goals

HOPWA Activity	Output Goal
Tenant-Based Rental Assistance	110
Short-Term Rent, Mortgage, and Utility Assistance	1,275
Facility-Based Programs	4
Units in Facilities Supported with Operating Costs	30
Units in Facilities Developed with Capital Funds and Placed in Service During the Program Year	0
Supportive Services	2,000
Housing Information Services/Resource Identification	1,700
Permanent Housing Placement Services	300

1. Housing Facility Projects

For housing facility projects being developed, a target date for the completion of each development activity must be included and information on the continued use of these units for the eligible population based on their stewardship requirements (e.g. within the ten-year use periods for projects involving acquisition, new construction or substantial rehabilitation). In 2007, one HOPWA housing facility construction project produced eight new housing units for persons with HIV/AIDS. Currently, there are no HOPWA housing construction projects that are funded or underway. One HOPWA service provider is planning on replacing their 8 (2 four-plexes) currently owned housing units within the next four years. These housing units are expected to be demolished because of the I-15 Freeway expansion. The City foreclosed on a HOPWA funded 2 bedroom unit, and is in the process of awarding it to a HOPWA agency.

2. Geographic Allocation for HOPWA

Table 44 below indicates the geographic allocation for HOPWA activities. These organizations serve not only the zip codes stated below, but serve the entire Clark County EMSA. The table shows a list of the HOPWA service providers for the Las Vegas metropolitan area and their zip code(s) service areas, HOPWA funding as of March 1, 2010, and whether or not the service provider is faith-based. Two agencies (Nevada Association of Latin Americans and Caminar) that were providing services to this population are no longer doing so. Caminar had 28 units, 12 of which were HUD

202 congregate housing, 8 single cottages, and 7 scattered sites which have reached their HOPWA goal and are being reconveyed. They are in the process of discontinuing their organization in Nevada, and will concentrate on their California parent location. HUD and the City are working together to find a new operator for the 20 units that remain. NALA provided case management and STRMU to a mostly Hispanic segment of this population. The other agencies are absorbing these clients.

Table 44 – HOPWA Geographic Allocation

HOPWA Service Provider	Zip Code	HOPWA Funding	Faith-based?
Aid for AIDS of Nevada (AFAN)	89102	$611,693	No
Golden Rainbow	89109	$50,000	No
Community Counseling Center	89104	$102,000	No
Help of Southern Nevada	89104, 89119	$143,707	No
Nevada Association of Latin Americans (NALA)	89101	$7,610	No
Women's Development Center	89101, 89104	$50,000	No

3. Barriers to Receiving HOPWA

As the face of HIV/AIDS changes and federal funding sources diminish or implement change, it is crucial that yearly technical assistance/updates be made available to community based organizations in order to plan and execute necessary change without disruption of services to clients.

The extreme temperature in the Las Vegas Valley plays a key factor in waiting for public transportation. Multiple diagnoses became prevalent in the past few years with 75% of the participants, yet the barrier in treatment for these individuals continues in locating qualified providers.

Overall, there has been a 10 to 20% increase in rent in the past few years, the conversion of thousands of apartments into condos, and the elimination of thousands of trailer park spaces is contributing to the lack housing availability in Las Vegas. One major factor to trends in the community is the economic downfall and the challenges to meet the demands for these services. Project Sponsors have stated that they have seen an increase in the number of individuals in need of these services yet there is a significant decrease in the availability of these resources. Limited funds and the recession has greatly affected the Southern Nevada area. Unfortunately, a common coping mechanism for many individuals is an increase in both alcohol and drug consumption. The number of substance abuse clients has increased.

The barriers the Hispanic HIV/AIDS Community most commonly face derive from the fact that more that 50% of the cases are undocumented immigrants, which make them automatically ineligible for many government aid programs, with the only exception of Ryan White. Unfortunately this situation presents no outcome unless the client is eligible to obtain a Permanent Resident Card. Two of the main obstacles in the Hispanic Community that affect the way in which the needs of persons living with HIV/AIDS are being addressed, are ignorance of the available services, and fear of deportation and law enforcement if they request assistance. . These two aspects of the Hispanic culture have a wide range of repercussions that go from preventing individuals to seek testing for HIV, STD's, etc. to getting and continuing treatment when already diagnosed.

6. Lead Agency for HOPWA

The HOPWA program in Las Vegas is administered by the City of Las Vegas Neighborhood Services Department. The HOPWA program is an entitlement grant program based on a renewable funding source pursuant to the number of HIV positive diagnoses as reported to the Center for Disease Control (CDC) by Clark County Health District (CCHD). The HOPWA grant covers Clark County, Nevada. This area is called the "EMSA" – Eligible Metropolitan Statistical Area.

a. HOPWA Consultations

The City consulted with the CCHD, Clark County Social Services (CCSS), and Las Vegas Eligible Metropolitan Area (EMA) Ryan White Title I Planning Council regarding the needs and issues facing persons with HIV/AIDS in the HOPWA EMSA. CCSS administers the Ryan White Title I program for the Las Vegas EMA. City staff has attended Planning Council meetings regarding the Planning Council's Comprehensive Plan on issues such as housing and supportive services. City staff will continue to attend these meetings and work together with staff from the Planning Council, CCHD, and CCSS.

The Planning Council is dedicated to develop and coordinate an effective and comprehensive plan for healthcare and support services in the Las Vegas EMA to improve the quality and availability of care for individuals with HIV and their families. The EMA served by the Planning Council consists of Clark and Nye Counties in Nevada and Mohave County in Arizona. The Planning Council is an autonomous decision-making group, which engages in a broadly inclusive planning process for HIV services. The CARE Act of 1990 and the CARE Act, as amended, establish the basic roles and responsibilities of the Planning Council.

b. HOPWA Monitoring

For information on HOPWA monitoring, please refer to the Monitoring section on page 26 of this plan. The HOPWA monitoring process is the same as the other Consolidated Plan programs.

7. HOPWA Certifications

This plan includes the certifications relevant to the HOPWA Program.

Specific HOPWA Objectives

1. Describe how Federal, State, and local public and private sector resources that are reasonably expected to be available will be used to address identified needs for the period covered by the strategic plan.

3-5 Year Specific HOPWA Objectives response:

1. Specific HOPWA Objectives

Table 45 below indicates the specific HOPWA objectives for each HOPWA activity. Information is included on the accomplishment type, goal (annual objective), and funding sources for each HOPWA activity for the five-year period of this plan. The High Priority HOPWA activities are the only activities included in this table. Please also refer to the HOPWA Needs Table and Community Development Needs Table that are included in this plan.

Table 45 – Specific HOPWA Objectives for 2010-2015

HOPWA Activity	Accomplishment Type	Goal	Funding Source
31K - Facility-Based Housing - Operations	10 - Housing Units	30	HOPWA, Other
31G - Short-Term Rent, Mortgage, and Utility Payments	01 - People	1,275	HOPWA, Other
31F - Tenant-Based Rental Assistance	01 - People	110	HOPWA, Other
31E - Supportive Services	01 - People	2,000	HOPWA, Other
31I - Housing Information Services	01 - People	1,700	HOPWA, Other
31H - Resource Identification	01 - People	300	HOPWA, Other

OTHER NARRATIVE

Include any Strategic Plan information that was not covered by a narrative in any other section.

1. City of Las Vegas Analysis of Impediments to Fair Housing

The City developed an updated Analysis of Impediments (AI) to Fair Housing in 2010. The AI study is available in print form at the City of Las Vegas Neighborhood Services Department.

Summary of Las Vegas Impediments to Fair Housing Choice:

- Lack of Awareness about fair housing/reporting violations
- Lack of accessible housing/accessibility
- Discrimination
- Affordable Housing Concentration
- Lack of affordable housing

The state of fair housing in the City of Las Vegas exemplifies many positive aspects:

- In general, the key persons interviewed for this AI said that discrimination is not a major problem in the City, instead the major problem is a lack of affordable housing.
- The distribution of affordable rental and single family housing throughout Clark County tends to be relatively even. Although some areas have a disproportionate share of affordable housing stock, the disparity is not great.
- Survey respondents did not identify major problems with the equality of City services in the City.
- Most people feel that the City has been working hard to mitigate fair housing barriers and is doing a decent job.

Table 43 - City of Las Vegas Fair Housing Action Plan

Policy	Objective
Increase citizens' understanding of fair housing laws.	Implement a fair housing campaign targeted at the City's Hispanic or Latino, African American, families and disabled populations. Utilize radio, television, billboards/signage, and newspaper ads.
	Design and distribute fair housing materials to community centers, libraries, and social service providers.
	Maintain a portion of the City's website to fair housing, with a link to HUD's site that can be used to submit a fair housing complaint.
Improve landlords, property managers and Realtors knowledge of fair housing laws.	Implement an aggressive education and training program about fair housing issues for landlords and property managers.
	Provide fair housing regulations and educational material to the Greater Las Vegas Area Realtors Associations (GLVAR).
Policy	**Objective**
Reduce fair housing impediments for people with disabilities.	Dedicate funding to improve accessibility of the City for persons with disabilities. Specifically, continue to add curb cuts and improve the crosswalk signage in intersections that are often used by persons with disabilities.
	Dedicate funding to provide more accessible housing for persons with disabilities, through home modifications, rehabilitation, and new construction.
	Provide fair housing regulations and educational material to the Southern Nevada Home Builders Association as well as architectural and engineering professional associations to prevent fair housing violations early in the development process.
Work with the Southern Nevada Regional Housing Authority to ensure continued compliance with fair housing.	It is important that the City work with the Southern Nevada Regional Housing Authority to ensure that it is continuing to de-concentrate its public housing units to the extent possible and increase the number of units accessible to persons with disabilities.
Increase the City's role in fair housing.	Respondents to the fair housing survey suggested a stronger role for the city in mitigating fair housing. Although the San Francisco office of HUD receives and investigates fair housing complaints brought by Las Vegas residents, enforcement of Fair Housing Law is often more powerful and effective at the local level.
	Consider exploring the possibility of a joint agreement with other local government entities to support a local fair housing office including the hiring of a fair housing service provider using a portion of each entities federal entitlement grant funds.

	Maintain a portion of the city's website to fair housing, with a link to HUD's site that can be used to submit a fair housing complaint.
Better understand predatory lending problems and take actions to mitigate such activities if warranted.	The mail survey did not reveal that predatory lending activities were a major problem; however, interviews suggested that predatory lending is a growing concern in the City. The City should study the issue in more depth and determine if predatory lending is a significant problem.
Continue working with regional planning efforts to ensure an equitable distribution of affordable housing throughout the Greater Las Vegas Valley and improve regional public transit systems. Also, encourage the Southern Nevada Regional Planning Commission to put affordable housing and fair housing on their agenda.	

City of Las Vegas Agenda Item No.: **57.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 5, 2010

DEPARTMENT: NEIGHBORHOOD SERVICES
DIRECTOR: STEPHEN K. HARSIN ☐ **Consent** ☒ **Discussion**

SUBJECT:
Discussion and possible action regarding the submittal of the City of Las Vegas 2010-2011 Action Plan that secures $9,735,739 in U.S. Department of Housing and Urban Development (HUD) and State of Nevada funds - All Wards

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $9,735,739
Funding Source: HUD/State Funds
Dept./Division: Neighborhood Services/Neighborhood Development

PURPOSE/BACKGROUND:
In order to receive federal and state funds for housing, homeless, and community development activities, the city of Las Vegas must submit an Action Plan to HUD no later than May 15, 2010. The Draft Action Plan outlines activities that will be undertaken by the city of Las Vegas for the period of July 1, 2010 through June 30, 2011. Funding sources include CDBG, ESG, HOME and HOPWA funds from HUD; and HOME funds from the State of Nevada.

RECOMMENDATION:
Staff recommends that Council approve the submittal of the City of Las Vegas 2010-2011 Action Plan to HUD, including consideration of public comment as required by HUD.

BACKUP DOCUMENTATION:
1. 2010-2011 Draft Action Plan

CITY OF LAS VEGAS, NEVADA

FIRST PROGRAM YEAR ACTION PLAN

For the HUD CDBG, HOME, ESG, and HOPWA Programs
For the Period July 1, 2010 – June 30, 2011
DRAFT

Neighborhood Services Department 400 Stewart Avenue Las Vegas, Nevada 89101
702-229-2330
May 5, 2010

First Program Year Action Plan

The CPMP First Annual Action Plan includes the SF 424 and Narrative Responses to Action Plan questions that CDBG, HOME, HOPWA, and ESG grantees must respond to each year in order to be compliant with the Consolidated Planning Regulations. The Executive Summary narratives are optional.

Date Submitted 5/15/09	Applicant Identifier	**Type of Submission**	
Date Received by state	State Identifier	**Application**	**Pre-application**
Date Received by HUD	Federal Identifier	Construction	Construction
		Non Construction	Non Construction

Applicant Information

Las Vegas, NV		030381610
400 Stewart Avenue, 2nd Floor		
		City of Las Vegas
Las Vegas	Nevada	Neighborhood Services Department
89101	U.S.A.	Neighborhood Development Division
Employer Identification Number (EIN):		Las Vegas, NV
88-6000198		7/1
Applicant Type:		**Specify Other Type if necessary:**
Local Government: City		

Program Funding

U.S. Department of Housing and Urban Development

Catalog of Federal Domestic Assistance Numbers; Descriptive Title of Applicant Project(s); Areas Affected by Project(s) (cities, Counties, localities etc.); Estimated Funding

Community Development Block Grant		14.218 Entitlement Grant
Capital, public services and administration		City of Las Vegas, Nevada
$5,540,639	$Additional HUD Grant(s) Leveraged $	Describe ESG, HOME, HOPWA
$Additional Federal Funds Leveraged $3,157,547		$Additional State Funds Leveraged $2,020,337
$Locally Leveraged Funds $9,360,979		$Grantee Funds Leveraged $186,307
$Anticipated Program Income $400,000		Other (Describe)
Total Funds Leveraged for CDBG-based Project(s) $14,,725,170		

Home Investment Partnerships Program		14.239 HOME
New Construction, Rehabilitation and Homeownership		City of Las Vegas, Nevada
HOME = $2,465,084	$Additional HUD Grant(s) Leveraged	Describe CDBG, ESG
$Additional Federal Funds Leveraged $6,996,000	$Additional State Funds Leveraged $3,619,873	
$Locally Leveraged Funds $32,285,704	$Grantee Funds Leveraged $2,769,589	

$Anticipated Program Income $0	Other (Describe)		
Total Funds Leveraged for HOME-based Project(s) $45,671,166			
Housing Opportunities for People with AIDS	14.241 HOPWA		
Housing Assistance, Supportive Services and Administration	Clark County, NV (Las Vegas EMSA)		
$1,098,706	$Additional HUD Grant(s) Leveraged	Describe Ryan White Title 1, CDC	
$Additional Federal Funds Leveraged $231,911	$Additional State Funds Leveraged $0		
$Locally Leveraged Funds $971,955	$Grantee Funds Leveraged $986,647		
$Anticipated Program Income $0	Reprogrammed Funds $0		
Total Funds Leveraged for HOPWA-based Project(s) $2,190,513			
Emergency Shelter Grants Program	14.231 ESG		
Operations, Essential Services and Administration		City of Las Vegas, NV	
$225,482	$Additional HUD Grant(s) Leveraged	Describe CDBG, HOPWA	
$Additional Federal Funds Leveraged $768,783	$Additional State Funds Leveraged $1,151,892		
$Locally Leveraged Funds $357,866	$Grantee Funds Leveraged $3,382,911		
$Anticipated Program Income $0	Other (Describe)		
Total Funds Leveraged for ESG-based Project(s) $5,661,452			
Congressional Districts of:	Is application subject to review by state Executive Order 12372 Process?		
Applicant Districts		Project Districts	
Is the applicant delinquent on any federal debt? If "Yes" please include an additional document explaining the situation.	Yes	This application was made available to the state EO 12372 process for review on DATE	
	No	Program is not covered by EO 12372	
Yes / No	N/A	Program has not been selected by the state for review	
Person to be contacted regarding this application			
Stephen K. Harsin, AICP			
Director, Neighborhood Services	702-229-2330	702-382-3045	
sharsin@lasvegasnevada.gov	www.lasvegasnevada.gov		
Signature of Authorized Representative		5/15/09	

Narrative Responses

Executive Summary

This Action Plan presents the housing and community development activities which will be undertaken by the City of Las Vegas (City) for the Federal Fiscal Year of July 1, 2010 through June 30, 2011 (2010-2011). The Federal programs that primarily fund these activities include the Community Development Block Grant (CDBG), Emergency Shelter Grant (ESG), Home Investment Partnerships (HOME) program and Housing Opportunities for Persons with AIDS (HOPWA) programs. The program goals include provision of decent housing, a suitable living environment, and expanded economic opportunities.

Preparation of the 2010-2011 Action Plan included extensive opportunities for citizen input and comment. The City held one (1) public hearing for non-profit organizations, and government agencies regarding the allocation of federal funds. The draft 2010-2011 Action Plan was made available to the public through advertisement in local newspapers on April 12, 2010 for a 30-day public review and comment period until May 12, 2010. The draft plan was made available in print form at the Neighborhood Services Department. A public hearing to solicit public comments on the draft plan and approve the draft plan was held at the City Council meeting. The final plan will be available to the public on the City's website at www.lasvegasnevada.gov and in print form at the Neighborhood Services Department.

City of Las Vegas Vision

A vibrant, affordable, diverse, unique, and world-class city of opportunity in which all citizens enjoy their neighborhoods, feel safe, and know they will be heard.

City of Las Vegas Priorities

1. Sustainable, Livable Neighborhoods
2. Vibrant Urban Fabric
3. Fiscally Sound Government
4. Pro-Business Environment
5. Safe City
6. Citizen Engagement

In support of the City's vision and priorities, the Consolidated Plan and Action Plan include housing and community development activities which:

- Create more affordable rental and owner-occupied housing opportunities for its citizens; Support diverse, safe, sustainable and livable neighborhoods through improvements to housing, public facilities, infrastructure, and services;
- Provide public facilities and services that promote healthy lifestyles for the community ensuring access and availability to the disabled, homeless, low-income residents, seniors, and youth;
- Promote open government by providing its citizens with extensive public input and comment opportunities regarding the Consolidated Plan and Action Plan;
- Provide and Improve the city's affordable housing stock, public facilities, parks and infrastructure and provide a safe environment for City residents, businesses, and visitors; and
- Revitalize and invigorate the City's urban core and surrounding neighborhoods.

City of Las Vegas Available Resources

The 2010-2011 Action Plan Federal funding sources and amounts are listed in Table 1 and the funding source administrative expense limitations are shown in Table 2 below.

Table 1 - 2010-2011 Federal Funds

	CDBG	HOME	HOPWA	ESG	Total Funding
2010-2011 Entitlement	$5,540,639	$2,456,084	$1,098,706	$225,482	$9,320,911

Table 2 – Program Administration

	CDBG	HOME	HOPWA	ESG
2010-2011 Entitlement	$5,540,639	$2,456,084	$1,098,706	$225,482
Estimated 2010-2011 Program Income	$400,000	$0	$0	$0
Administrative Cap Allowance	20%	10%	3%	5%
Administrative Cap	$1,108,128	$245,608	$32,961	$11,274

Source: HUD, 2010

Table 3 lists the limit on public service expenses for the CDBG program.

Table 3 – Public Service Cap for the CDBG Program

	CDBG
2010-2011 Entitlement	$5,540,639
Estimated 2010-2011 Program Income	$400,000
Public Service Cap Allowance	15%
Public Service Cap Amount	$891,096

Source: HUD, 2010

Table 4 below lists the required Community Housing Development Organization (CHDO) set-aside for the HOME program.

Table 4 – CHDO Set-Aside for the HOME Program

	HOME
2010-2011 Entitlement	$2,456,084
Minimum CHDO Set-Aside Percentage	15%
Minimum CHDO Set-Aside Amount	$368,413

Source: HUD, 2010

Table 5 below lists available matching funds for CDBG, HOME, HOPWA, and ESG programs.

Table 5 – Matching Funds

	CDBG	HOME	HOPWA	ESG	Total Funding
Other Federal Funds Leveraged	$3,157,547	$6,996,000	$231,911	$768,783	$11,154,241
State of Nevada Funds Leveraged	$2,020,337	$3,619,873	$0	$1,151,892	$6,792,102
CLV Grantee Funds Leveraged	$186,307	$2,769,589	$971,955	$357,866	$4,285,717
Locally Leveraged Funds	$9,360,979	$32,285,704	$986,647	$3,382,911	$46,016,241
Total	**$14,725,170**	**$45,671,166**	**$2,190,513**	**$5,661,452**	**$68,248,301**

Source: Estimates based on 2010-2011 City of Las Vegas Grant Applications, State of Nevada

Table 6 shows available State of Nevada matching funds for affordable housing projects.

Table 6 - State of Nevada Matching Funds

Funding Source	Activity	Amount
Low-Income Housing Tax Credit (LIHTC) - 2010 Reservations	Affordable Special Needs, Family, and Senior Multi-family Housing Projects	$2,393,565
Low-Income Housing Trust Fund (LIHTF)	Affordable Single and Multi-family Housing Projects	$811,480
HOME Funds	Affordable Single and Multi-family Housing Projects	$414,828
	TOTAL	$3,646,873

Source: State of Nevada Housing Division, 2010

Table 7 shows City of Las Vegas Non-Federal matching funds for affordable housing projects.

Table 7 - City of Las Vegas Non-Federal Matching Funds

Funding Source	Activity	Amount
Private Activity Bonds	Tax Exempt Bonds for Affordable Multi-family Housing Projects	$29,611,000
Redevelopment Agency 18 Percent (%) Set-Aside for Affordable Housing	Affordable Single and Multi-family Housing Projects	$2,124,000
	TOTAL	$31,735,000

Source: City of Las Vegas, 2010

Table 8 below lists the Southern Nevada Regional Housing Authority estimated funding for FY 2010-2011.

Table 8 – Southern Nevada Regional Housing Authority

Funding Source	Activity	Amount
Section 8 Program	Housing Choice Voucher Program / Designated Units	$37,500,000
Low-Income Public Housing Program	Family / Senior / Designated Senior / Scattered Site Housing	$17,824,000
Affordable Housing Program	Non-Aided Affordable Housing Units	$1,900,000
	TOTAL	$57,224,699

Source: Southern Nevada Regional Housing Authority FY 2008-2012 Five-Year Plan

Leverage and Other Non-Federal Resources

Federal funds (CDBG, ESG, HOME, and HOPWA) used by the City for housing and community development projects and programs leverage funding from the following private and non-federal public resources:

- Clark County (CDBG, ESG, HOME, HOPWA)
- Foundations (CDBG, ESG, HOME, HOPWA)
- General Obligation Bond (CDBG)
- Low-Income Housing Tax Credit
- Private Activity Bonds
- Private Contributions
- Redevelopment Agency 18 Percent Set-Aside for Affordable Housing
- State of Nevada (HOME, LIHTF)

Affordable Housing Objectives and Outcomes

Affordable housing activities for 2010-2011 include rental housing subsidies through Tenant Based Rental Assistance (TBRA) programs, new multi-family and single family housing construction and multi-family and single family acquisition/rehabilitation programs, and single family rehabilitation programs. The City of Las Vegas administers and operates a single family rehabilitation program as well as administers home repair programs operated by non-profit agencies. Non-profit agencies receive funding to administer down payment assistance programs, housing acquisition and construction projects, and TBRA programs. The City also administers and operates two TBRA programs and the Homeless Prevention and Rapid Re-housing (HPRP) program funded through the American Recovery and Reinvestment Act (ARRA). In addition, the City continues to administer Neighborhood Stabilization Program (NSP) funds for the purpose of purchasing, rehabilitating and selling foreclosed homes and providing assistance with down payment, closing costs or mortgage buy-down to eligible homebuyers as well as operate a scattered site rental program through the Housing and Economic Recovery Act (HERA).

The housing objectives, which are consistent with the 2010-2015 Consolidated Plan, will expand the supply of affordable renter and owner housing for low-income and very low-income households. The housing objectives and related number of housing units and households to be assisted are listed in Table 9 below.

Table 9 - Housing Objectives

Housing Activity	# of Units/ Households	Funding Source
05S - Rental Housing Subsidies	105	HOME, RDA,
12 - Construction of Housing (multi-family, single family)	192	HOME, LIHTF, RDA 18% Set-Aside, Private Activity Bonds, LIHTC OTHER
14A – Rehabilitation; Single-Unit Residential	246	CDBG, HOME
Grand Total	**543**	

Table 10 shows the housing projects and related number of units

Table 10 Housing Outcomes

Proj #	Construction Projects	Providing decent affordable rental housing.
	13 - Direct Homeownership Assistance 14A – Rehabilitation; Single-Unit Residential	
5	City of Las Vegas Single Family Rehabilitation and Implementation Program	246 housing units will be rehabilitated to have sustained affordable housing for the purpose of providing decent affordable housing
24	James Seastrand Helping Hands – Minor Home Repairs	190 housing units occupied by seniors will have increased access and availability to affordable housing for the purpose of providing decent affordable housing.
33	Rebuilding Together with Christmas in April – Housing Rehabilitation	25 housing units for seniors, disabled and families with children will have increased access and availability through housing rehabilitation for the purpose of providing decent affordable housing

Homeless Prevention and Emergency Services Objectives and Outcomes

The 2010-2011 Action Plan provides funding for the continued operation of emergency shelter providers. Table 11 below indicates the proposed number of homeless persons to be assisted and the funding source for each activity that addresses homelessness.

Table 11 – Homeless Objectives

Activity	# Persons	Funding Source
Essential Services and Transitional Housing	4,721	CDBG, ESG
HOPWA Homeless Prevention	1,577	HOPWA
HOPWA TBRA	11	
Shelter Operations	147,661	ESG
Tenant-Based Rental Assistance	105	HOME
Grand Total	**241,149**	

Table 12 shows the homeless outcomes by number of homeless persons served for each funded project.

Table 12 – Homeless Outcomes

Proj. No.	Homeless Programs	Homeless Outcomes
	03T - Operating Costs of Homeless/AIDS Patients Programs	
48	Catholic Charities – St. Vincent Lied Dining Facility – Operations	3,000 homeless persons will be assisted with food resources to prevent hunger for the purpose of creating suitable living environments.
49	HELP / Center for Independent Living – Teen Housing – Operations	24 homeless youth will receive increased accessibility to employment services, educational programs, permanent housing, safety, and learn additional skills for the purpose of providing decent housing.
50	Family Promise – Emergency Shelter	71 homeless families will access emergency shelter to decrease the number of chronically homeless persons and increase self-sufficiency for the purpose of decent housing.
54	SAFE House – Emergency Shelter – Operations	50 homeless persons, including victims of domestic violence, will access emergency shelter and services for the purpose of providing decent housing.
55	Salvation Army – Homeless Services – Operations	2,000 homeless persons and their family members will have access to the day and night shelter for the purpose of providing decent housing.
56	The Shade Tree – Emergency Shelter – Operations	4,000 homeless persons will access emergency shelter to help achieve independence and self-sufficiency for the purpose of creating suitable living environments.
	05 - Public Services (General)	
7	City of Las Vegas Tenant-Based Rental Assistance Program - Essential Services, Homeless Prevention, and Operations	53 households that received TBRA will receive improved access to affordable rental housing and prevent homelessness among at risk low and moderate income persons for the purpose of providing decent affordable housing
46	City of Las Vegas Tenant-Based Rental Assistance Program – Essential Services, Homeless Prevention, and Operations	20 households will receive TBRA and improved access to affordable rental housing and prevent homelessness among at risk low and moderate income persons for the purpose of providing decent affordable housing
13	Catholic Charities – Public Restrooms for Homeless Persons	4,351 homeless persons will access public services to decrease the number of chronically homeless and increase food resources to prevent hunger for the purpose of creating suitable living environments.

47	Catholic Charities – RSD Job Office – Essential Services	801 homeless persons will receive improved accessibility and availability to public services including transportation services and job training for the purpose of creating suitable living environments
14	Catholic Charities – St. Vincent HELP, Inc. – Client Services	126 homeless persons will access public services including case management and transportation services for the purpose of creating suitable living environments.
20	Family Promise – Emergency Shelter	125 homeless families will access emergency shelter to decrease the number of chronically homeless persons and increase self-sufficiency for the purpose of providing decent affordable housing.
51	HELP of Southern Nevada – Emergency Resources – Essential Services	86 persons will have access to emergency resources assistance to increase access/affordability for self-sufficiency and to prevent homelessness for the purpose of providing suitable living environments.
53	Lutheran Social Services – Emergency Food and Services – Essential Services	60 homeless persons will have access to increased services to help them achieve self-sufficiency and increased employment opportunities for the purpose of creating suitable living environments.
35	Salvation Army – Vocational Training Services	265 homeless persons will receive access to employment training to increase the skills necessary to obtain and maintain employment and become more self-sufficient for the purpose of creating suitable living environments.
44	Women's Development Center – Transitional Housing – Essential Services, Homeless Prevention, and Operations	55 homeless households will have access to stable affordable housing, maintain utility services, and maintain services and approximately 73 percent (%) will achieve residential stability for the purpose of creating suitable living environments. affordable housing.
15	HELP / Center for Independent Living – Vocational and Substance Abuse Counseling	27 youth will have received increased accessibility and availability to vocational and life skills that will help economically disadvantaged youth and help them transition successfully to adult life for the purpose of creating suitable living environments.
05S - Rental Housing Subsidies (HOME Tenant-Based Rental Assistance)		
63	City of Las Vegas Tenant-Based Rental Assistance Program – Rental Assistance to Help Prevent Homelessness	75 households receiving TBRA will receive improved access to affordable rental housing and prevent homelessness among at risk low and moderate income persons for the purpose of providing decent affordable housing
031 - HOPWA		

69	Aid for AIDS of Nevada (AFAN) – Short-term Rent, Mortgage, and Utility Assistance for Clients with HIV/AIDS to Prevent Homelessness	Assist 5,951 individuals with HIV/AIDS and their family affordable housing.
71	Community Counseling Center - Homeless Prevention - Special Needs	Provide case management to 70 dually diagnosed mentally ill, HIV clients.
75	Golden Rainbow -Living with Aids Housing Program.	Provide supportive services and rental/housing assistance to 133 HIV clients.
74	HELP of Southern Nevada – Emergency Resources Services for Clients with HIV/AIDS to Prevent Homelessness	598 HIV/AIDS clients will have access to emergency resources assistance to increase self-sufficiency and prevent homelessness for the purpose of creating suitable living environments.
72	Women's Development Corporation – HOWPA Housing Program	Provide supportive services and housing to 7 HIV clients.

Community Development Objectives and Outcomes

The 2010-2011 Action Plan provides funding for several community development activities that benefit low and moderate-income persons. Public service funded programs include child care, life skills, social services, and youth programs. Community development projects include improvements to community and senior centers, streets streetlights, parks and recreation facilities, and code enforcement activities.

Table 13 below. shows community development outcomes for each funded project.

Table 13 – Community Development Outcomes

Proj. No.	Public Services Programs	Community Development Outcomes
4	AHEC	Provide academic enrichment and skills enhancement in math and science.
17	Anthony Pollard Foundation - Rainbow Dreams Academy	Provide kindergarten and literacy program.
30	Blind Center of Nevada, Inc.	Provide job readiness and life skills to visually impaired clients.
38	Catholic Charities of Southern NV PS #1	Provide respite for families with frail or disabled seniors.
42	Catholic Charities of Southern NV PS #2	Provide a safe and sanitary restroom environment for homeless citizens.
10	Catholic Charities of Southern NV PS #3	Provide case management and permanent affordable housing to prevent homelessness.
13	Catholic Charities of Southern NV PS #4	Provide transportation, clothing, Sheriff and Health card for homeless to gain employment.
15	Clark County Law Foundation	Provide positive alternatives to juvenile offenders.
19	Community Counseling Center PS	Provide case management to clients with substance abuse problems.
22	Family and Child Treatment of Southern Nevada	Provide counseling to families who are victims of sexual assault, abuse or domestic violence.

23	Family Promise	Provide case management to prevent homelessness.
29	Foundation for Positively Kids, Inc.	Provide respite and childcare to medically fragile children.
32	Give Me A Break, Inc.	Provide respite care for disabled individuals and families.
39	Greater Las Vegas After School All-Stars	Keep students constructively engaged after school and help them achieve higher grades in school.
40	HELP of Southern Nevada PS #2 Youth Center	Provide counseling to high risk youth residing in transitional housing program.
44	Helping Hands of Vegas Valley, Inc.	Provide transportation for elderly clients.
32	Lied Discovery Children's Museum	Provide low income children with job training and enhance education.
11	Nevada Health Centers	Provide dental care for low income seniors.
14	Rebuilding Together of SNV	Rehabilitation and Façade Improvements.
18	Salvation Army	Provide job training and job readiness to homeless clients.
20	Shade Tree	Provide emergency shelter for homeless clients.
26	Southern NV Public Television Friends of Channel 10	Provide at risk low income families with literacy program.
34	Spread the Word Nevada Kids to Kids	Provide gently used books to low income and at risk students and families.
35	Three Square	Provide food to low income children.
8	United Jewish Community/Jewish Federation of Las Vegas	Provide homemaking and services to low income seniors.
9	Women's Development Center	Provide transitional and affordable housing to low income citizens.

Evaluation of Past Performance

The following is an evaluation of the 2009-2010 Action Plan compared with this 2010-2011 Action Plan. The housing, homeless, and community development needs tables are attachments within the 2006-2010 Consolidated Plan.

- For Attachment 1 – Housing Needs Table, the goal for the number of persons that will benefit has increased from 353 households/housing units in 2008/2009 CAPER to 361 households/housing units in 2009-2010.
- For Attachment 3 – Homeless Needs Table, the goal for the number of beds for homeless persons that will benefit has not changed from 477 beds for individuals and 239 beds for families in 2008-2009 CAPER to 477 beds for individuals and 239 beds for families in 2010-2011.
- For Attachment 5 – Community Needs Table, the goal for the number of persons that will benefit has not changed from 50,289 persons in 2010-2011.

The following is a summary of the 2008-2009 CAPER for the City of Las Vegas.

The 2008-2009 Housing activities for the City of Las Vegas included the following:

- Rehabilitated or completed emergency repairs on 14 housing units with HOME and CDBG funding.
- Allocated CDBG funding to two sub-recipients that rehabilitated or completed minor home repairs on 250 housing units.

- Allocated HOME funding to two sub-recipients that provided 1 homebuyer with down-payment and closing cost assistance.
- The City completed a total of 250 new construction housing units.
- Will need to continue working with housing developers to increase the percentage of housing units designated to serve the low and extremely low-income population.
- No projects were completed or underway to construct permanent affordable housing to serve persons with severe mental illness, drug/alcohol problems, developmental disabilities, and physical disabilities.
- Approximately 100 frail/elderly and senior households received housing rehabilitation assistance.
- Overall, 300 renter and owner households were assisted.

For 2009-2010 Homeless activities for the City of Las Vegas included the following:

- Fell short in its goal to provide enough permanent housing for the homeless and did not do enough to prevent extremely low-income persons from becoming homeless.
- Exceeded its goal in providing transitional housing and emergency shelter for homeless persons.
- Based on the goals, more support for the operations and maintenance of homeless facilities for homeless persons is needed.
- Exceeded its goal in providing food, employment, and transportation services for homeless persons.
- The ESG program leveraged a total of $6,966,733 in matching private sector, City, County, State, and other Federal funds.
- Overall, the City had a total of 581,212 homeless encounters and a total of $226,273 in ESG funds was spent on homeless activities.

For 2009-2010 Community Development activities for the City of Las Vegas included the following:

- CDBG construction or improvement activities included one neighborhood facility, one park/recreational facility, and one street/sidewalk improvement. The majority of public facilities and improvements met their one-year goals.
- Served a total of 16,634 youth.
- Served a total of 4,163 seniors.
- The total number of non-homeless persons with special needs served was 6,215 .
- Overall, the total number of persons served with CDBG public services was 65,302 .

General Questions

1. Geographic Areas of the Jurisdiction

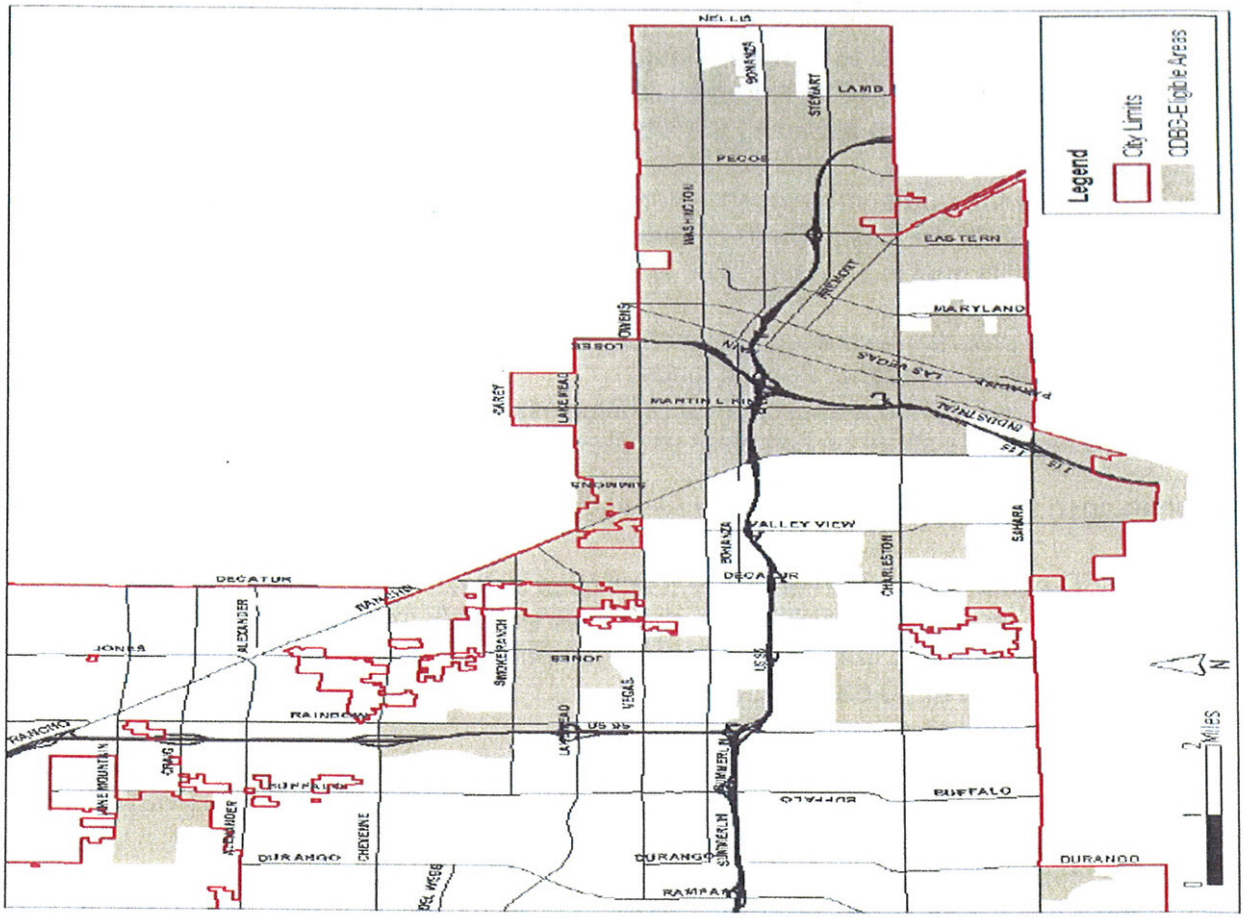
For geographic information about the City, please refer to the Consolidated Plan and City of Las Vegas Community Profile publication which may be downloaded from the City's website at http://www.lasvegasnevada.gov/files/community_profile.pdf. Maps of the low and moderate-income and minority concentration areas are also included within the Consolidated Plan.

The majority, estimated at 97 percent (%) of Consolidated Plan funds will be directed towards the low and moderate-income target areas. Direct assistance will be made available to low and moderate-income households throughout the City. This includes the City's Housing Rehabilitation Program; which provides funding to low and moderate-income

households that meet income verification requirements citywide. Low and moderate-income persons will also receive direct assistance through the CDBG public services, ESG, and HOPWA programs.

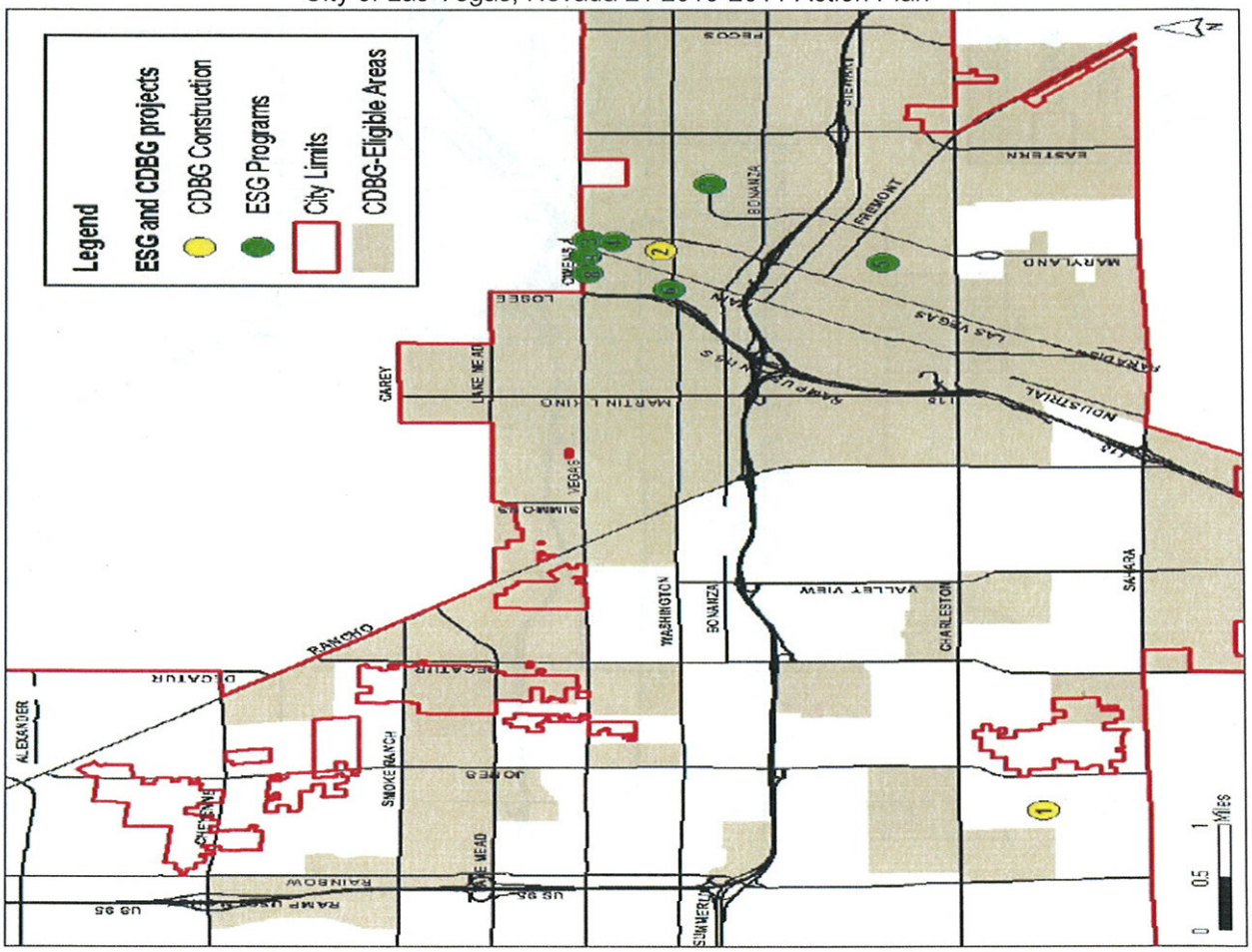
The following maps show the low and moderate-income areas and the locations of CDBG, ESG, and HOME funded projects by number. Map keys are included to show the organization, project name, and funding source for each project.

Map 1 - City of Las Vegas CDBG-Eligible Areas Map

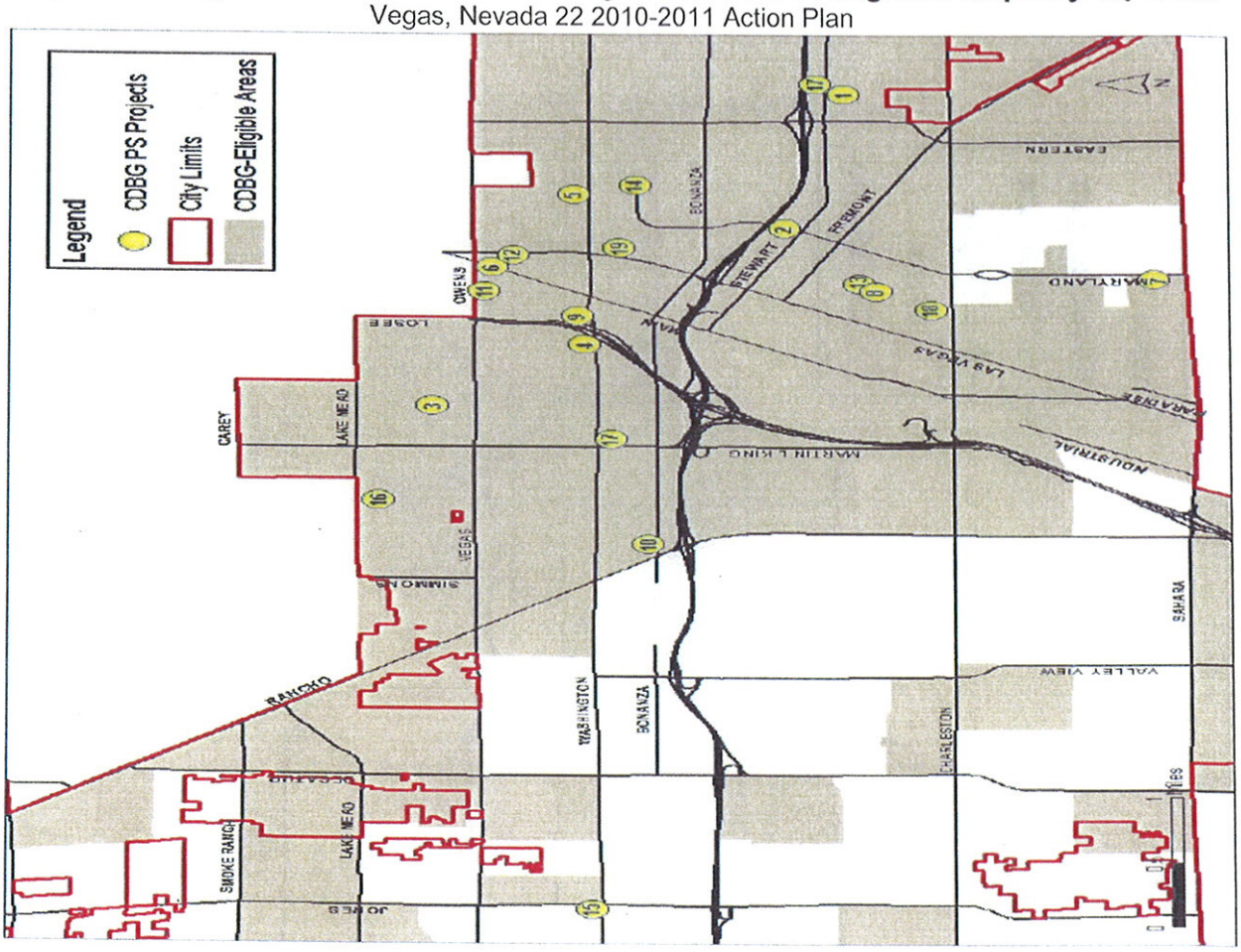


Map 2 - City of Las Vegas CDBG Construction Projects and ESG Programs Map

City of Las Vegas, Nevada 21 2010-2011 Action Plan



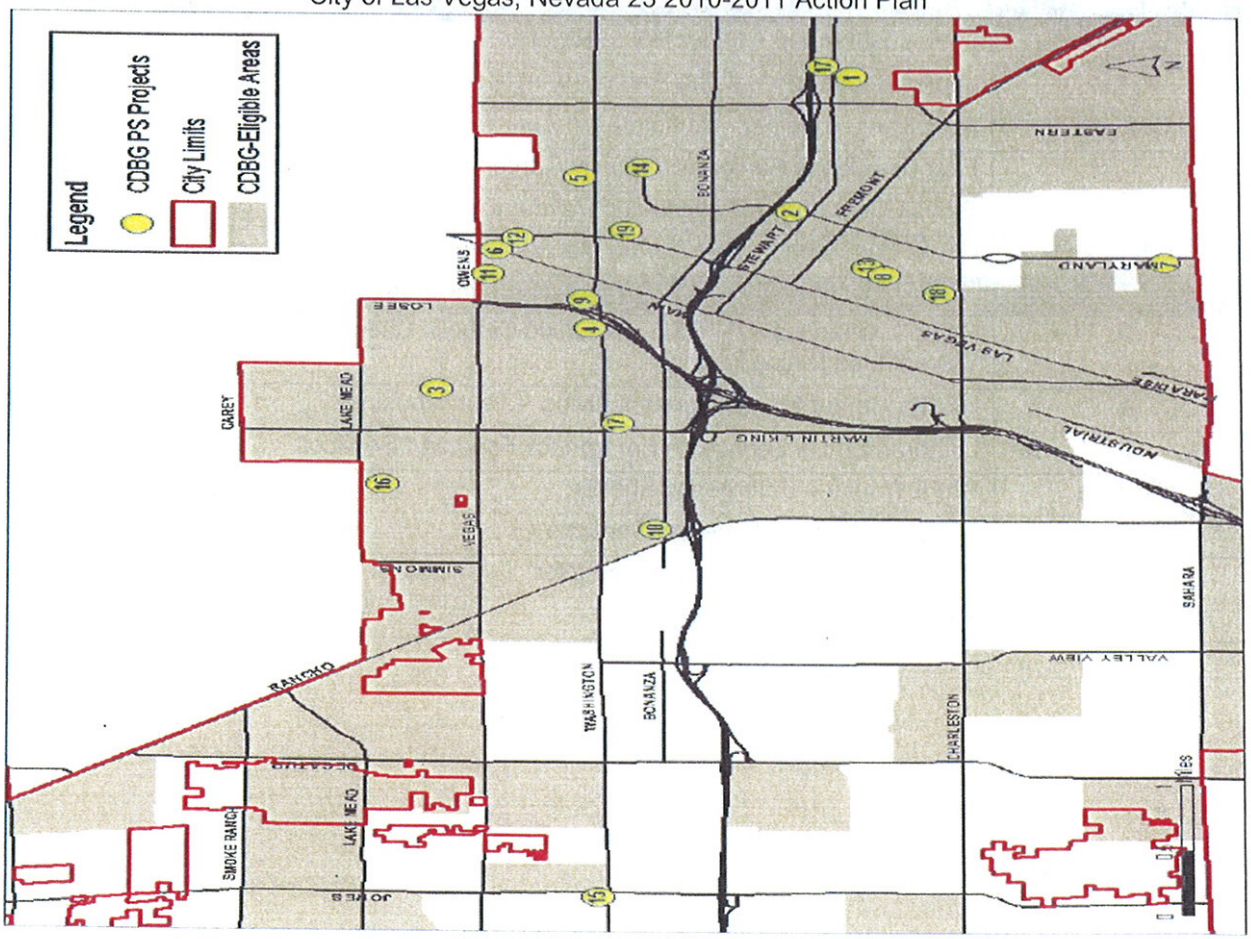
City of Las Vegas CDBG Construction Projects and ESG Programs Map Key City of Las Vegas, Nevada 22 2010-2011 Action Plan



Map ID	CDBG Construction Projects
Citywide	James Seastrand – Minor Home Repairs
1	James Seastrand Helping Hands – Single Family Rehab
Citywide	Rebuilding Together – Christmas in April
	East Las Vegas Senior Community Center Bond Payment
	Stupak Community Center Bond Payment
Citywide	City of Las Vegas Single Family Rehabilitation Program
Map ID	**ESG Programs**
3	Catholic Charities #1 – RSD Job Office Catholic Charities #2 – St. Vincent Lied Dining Facility
4	HELP / Center for Independent Living – Teen Housing
7	Lutheran Social Services – Emergency Food and Services
Citywide	SAFE House – Emergency Shelter
8	Salvation Army – Homeless Services
9	The Shade Tree – Emergency Shelter
	WestCare Emergency Shelter

Map 3 - City of Las Vegas CDBG Public Service Programs Map

City of Las Vegas, Nevada 23 2010-2011 Action Plan



City of Las Vegas CDBG Public Service Programs Map Key

Map ID	CDBG Public Service Programs
Citywide	AHEC
5	Anthony Pollard Foundation - Rainbow Dreams Academy
6	Blind Center of Nevada, Inc.
7	Catholic Charities of Southern NV PS #1
8	Catholic Charities of Southern NV PS #2
11	Catholic Charities of Southern NV PS #3
6	Catholic Charities of Southern NV PS #4
12	Clark County Law Foundation
7	Community Counseling Center PS
Citywide	Family and Child Treatment of Southern Nevada
Citywide	Family Promise
13	Foundation for an Independent Tomorrow (FIT)
14	Foundation for Positively Kids, Inc.
Citywide	Give Me A Break, Inc.
15	Greater Las Vegas After School All-Stars
16	HELP of Southern Nevada PS #2 Youth Center
18	Helping Hands of Vegas Valley, Inc.
Citywide	Lied Discovery Children's Museum
19	Nevada Health Centers
Citywide	Rebuilding Together of SNV
Citywide	Salvation Army
	Shade Tree
	Southern NV Public Television Friends of Channel 10
	Spread the Word Nevada Kids to Kids
	Three Square
	United Jewish Community/Jewish Federation of Las Vegas
	Women's Development Center

2. Basis for Allocation of Funding Geographically

The basis for allocating the City's investments geographically occurs during the Request for Applications (RFA) process. The City distributes the grant applications for CDBG, ESG, HOME, and HOPWA to eligible non-profit organizations. Included in each grant application package are copies of the Federal regulations pertinent to each program and a map showing the low and moderate-income areas within the City (see Map 1). Grant applications must meet all City, State, and Federal regulations and must be located within the City of Las Vegas, with the exception of HOPWA funds; which are available to eligible non-profit organizations that provide housing and services within Clark County, the Eligible Metropolitan Statistical Area (EMSA). Map 1 shows the entire CDBG-eligible areas for the City. Maps 2 and 3 indicate that the majority of CDBG and ESG projects are located within the CDBG-eligible areas. While some CDBG projects are located outside the CDBG-eligible areas they are eligible as long as the project meets a national objective and is an eligible activity. For example, CDBG funds may be used to support a project that benefits a low-mod income limited clientele such as the disabled regardless of the location.

3. Meeting Underserved Needs

According to the Consolidated Plan, extremely low- and low-income households of all types are underserved with respect to affordable housing. In order to overcome this gap, the City has included strategies to provide additional affordable rental and owner housing opportunities. This Action Plan includes projects that will fund the acquisition, rehabilitation and new construction of rental and owner housing units using federal funds to leverage state and private funding sources. The Action Plan also includes the single family rehabilitation program. According to the Consolidated Plan, senior and special needs housing and services are also underserved needs in the community. Projects that will fund senior and special needs housing and services are included in this Action Plan. Low and moderate-income persons are underserved in the areas of affordable childcare, employment opportunities, job training, youth activities, life skills, and social services. Several public service programs included in this Action Plan address these underserved needs of low and moderate-income persons.

4. Available Resources

For information on available resources to address needs, please refer to Managing the Process on pages 3-7 of the Executive Summary.

1. Lead Agency

The City of Las Vegas, a HUD entitlement grantee, is the lead agency for administering programs and projects covered by the 2010-2015 Consolidated Plan and 2010-2011 Action Plan. The City's Neighborhood Services Department administers these programs and projects. Other City Departments involved in these programs and projects include Building and Safety, Business Development, City Attorney, Field Operations, Finance and Business Services, Leisure Services, Planning and Development, and Public Works. The City allocates CDBG, ESG, HOME, and HOPWA funding to over fifty (50) different non-profit organizations. For a list of the organizations that will receive funding for this program year, please refer to the Project Tables.

2. Grant Funds Application and Action Plan Development Process

The City of Las Vegas utilizes a Request For Applications (RFA) process to aid in the development of viable communities by providing decent housing and a suitable living

environment, principally for person of low, very-low and moderate income. Funding will be provided through the HUD CDBG, ESG, and HOPWA programs. The City utilizes non-profit partners to assist in providing housing and community development activities, including public services.

The Community Development Recommending Board (CDRB) is a citizen's advisory group, appointed by the City Council. CDRB members represent target neighborhoods and populations. The CDRB recommends to the City Council funding for the housing, homeless, and community development programs and projects that most effectively and efficiently meet community needs.

Planning activities adhere to the following steps:
Step 1 -Dissemination of Grant Funds information to agencies and individuals;
Step 2 -Identification of community development issues, needs, and concerns through community meetings and citizen input;
Step 3 - Formulation of community development goals and preliminary strategies. (staff and citizens);
Step 4 -Submission of project applications; and
Step 5 -Project selection: Review of project applications by CDRB and staff, project recommendations of CDRB to the Las Vegas City Council, Public hearing before the Las Vegas City Council and final selection of projects for application submission to HUD.

Citizen Participation
The following table indicates the percentage of residents that indicated high priority needs for services/programs, housing, and improvements by zip code. Each of the services/programs, housing related services, and neighborhood improvements is ranked according to community needs. The rankings are determined by taking an average of the high priority percentages for all five zip codes. The top ranking for each zip code by category is indicated in bold.

Table 15 – Results of Neighborhood Survey

SERVICES/PROGRAMS	89101	89104	89106	89108	89110	Avg.*
Adult Daycare	27%	**92%**	17%	21%	39%	0.39
Services (transportation, nutrition)	71%	85%	64%	57%	39%	0.63
Youth Activities	75%	62%	71%	33%	71%	0.62
Rent and Utility Payment Assistance	89%	69%	73%	64%	79%	.75%
Affordable Rental Housing	98%	69%	71%	50%	71%	.72%
Job Training	79%	69%	73%	29%	68%	.64%
Affordable Childcare	88	69%	71%	29%	82%	.68%
Services for Disabled (independent living)	65%	54%	54%	**64%**	39%	0.55
Life Skills (parenting, budgeting)	70%	54%	66%	29%	54%	0.55
Homeless Services	64%	62%	56%	36%	39%	0.51
Substance Abuse Programs	77%	69%	56%	21%	32%	0.51
Home Repair/Weatherization	45%	62%	49%	45%	50%	0.50
English as Second Language (ESL)	43%	62%	37%	33%	32%	0.41

HOUSING RELATED SERVICES	89101	89104	89106	89108	89110	Avg.*
Affordable Ownership Housing	**79%**	54%	69%	**43%**	**64%**	0.62
Homeownership Down Payment Assistance	67%	**62%**	**71%**	31%	**64%**	0.59
Assisted Living Facilities	60%	46%	52%	38%	46%	0.48
Affordable Housing for Larger Families	38%	46%	60%	24%	61%	0.46
Credit Counseling	52%	46%	54%	19%	43%	0.43
NEIGHBORHOOD IMPROVEMENTS	**89101**	**89104**	**89106**	**89108**	**89110**	**Avg.***
Anti-Gang Programs	**75%**	**85%**	**71%**	**71%**	64%	0.73
Crime Prevention and Education Programs	73%	62%	67%	50%	**75%**	0.65
Neighborhood Beautification	58%	69%	58%	64%	61%	0.62
Neighborhood Cleanups	56%	62%	64%	60%	54%	0.59
Street Lights	65%	69%	51%	67%	39%	0.58
Code Enforcement Activities and Education	71%	46%	64%	45%	61%	0.57
Sidewalks	52%	77%	47%	60%	50%	0.57
Graffiti Removal	56%	62%	53%	50%	61%	0.56
Neighborhood Classes	56%	62%	47%	45%	43%	0.51

Source: CDBG Target Areas Neighborhood Survey, *Avg. = Average of the percentages for all five zip codes

According to Table 15 – Neighborhood Survey of Community Needs, the top five services/programs were the following:

1. Rent and Utility Payment Assistance
2. Affordable Rental Housing
3. Affordable Childcare
4. Job Training
5. Senior Services (transportation, nutrition)

The top three housing related services were the following:

1. Affordable Ownership Housing
2. Homeownership Down Payment Assistance
3. Assisted Living Facilities

The top five neighborhood improvements were the following:

1. Anti-Gang Programs
2. Crime Prevention and Education Programs
3. Neighborhood Beautification
4. Neighborhood Cleanups
5. Street Lights

Two CDBG, ESG, and HOPWA application workshops were held to provide technical assistance for non-profit organizations. Eleven CDRB meetings were held for the allocation of

CDBG, ESG, and HOPWA funds. Applicants are allowed to present their projects to the CDRB for three minutes. This is followed by five minutes of questions by CDRB members of applicants, including their projects. After all of the applicants have made their presentations, the CDRB recommends projects for funding.

For more details on the 2010-2011 program year public input process, see Table 16 below.

Table 16 - Action Plan Citizen Participation Schedule

ACTION	DATE
Community Needs Surveys Distributed to Target Neighborhoods	May
Community Needs Surveys Due	June
Applications Release Date	October
Application Workshop (First Time Applicants)	October
Application Workshop (CDBG Public Service, Construction, HOPWA, ESG)	October
Applications Due Date	October
Applications Threshold Review	October/November
HOPWA Presentations to CDRB	January
ESG Presentations to CDRB	January
CDBG Public Service Presentations to CDRB	January
Public Hearing for City Council Approval of CDRB Recommendations	March
Advertise draft Action Plan for 30-day public review and comment period	April
Public Hearing and City Council approval of the submittal of the Action Plan to HUD, including consideration of public comment as required by HUD	May
Submit final 2010-2011 Action Plan to HUD	May 14, 2010
Fiscal Year begins	July 1, 2010
Fiscal Year ends	June 30, 2011

Source: 2010-2011 CDRB Process

Development of the Action Plan

The City gathered information from the Southern Nevada Regional Housing Authority regarding public housing. The City worked closely with Clark County, City of Henderson, and City of North Las Vegas regarding the regional homeless plan to gather information for the homeless section of this plan. The plans and reports with website addresses used as references in drafting and completing this Action Plan are:

- Analysis of Impediments to Fair Housing Choice for the City of Las Vegas, BBC Research and Consulting – 2004 Not currently available on the City's website, this report is available in print form at the Neighborhood Services Department.

- Analysis of the Las Vegas, Nevada Housing Market, HUD – 2009, http://www.huduser.org/publications/pdf/CMAR_VegasNV.pdf
- Five-Year Capital Improvement Plan, City of Las Vegas – 2008, http://www.lasvegasnevada.gov/files/CIP5yrplan.pdf .
- Five-Year Plan of the Housing Authority of the City of Las Vegas – 2008, www.SNRHA.org/
- FY 2005-2009 Amended HUD Consolidated Plan, HCP Consortium – 2006 http://www.co.clark.nv.us/finance/crm/Library.htm
- Homes for Homeless Nevadans 10 Year Plan to Reduce Homelessness, City of Las Vegas – 2008 http://www.lasvegasnevada.gov/files/Homes4HomelessNevadansPlan .pdf
- Las Vegas Community Profile, City of Las Vegas – 2008 http://www.lasvegasnevada.gov/files/community_profile.pdf
- Master Plan 2020 Policy Document, Housing Element, City of Las Vegas 2008 http://www.lasvegasnevada.gov/files/Housing_Element.pdf
- Nevada Special Needs Housing Assessment, State of Nevada, BBC Research and Consulting – 2002 http://nvhousing.state.nv.us/pr/Special%20Needs%20Report.pdf
- NHD Apartment Facts, State of Nevada – 2006 http://nvhousing.state.nv.us/index.htm
- Southern Nevada Community Assessment, United Way and Nevada Community Foundation – 2007 http://www.uwsn.org/uploads/community_assessment/Southern%20Nevada%20Community%20Assessment%20%20070626.pdf
- Southern Nevada Workforce Housing Study, Clark County and SNRPC, Restrepo Consulting Group LLC - 2006 http://www.snrpc.org/WorkforceHousing/FinalDraftr4.pdf

Enhance Agency Coordination

The City will continue to meet with Clark County, City of Henderson, City of North Las Vegas, Boulder City and City of Mesquite on a bi-monthly basis to discuss issues relating to CDBG, ESG, HOME, HOPWA, and Homeless projects. The discussions include joint projects, coordination of grant application cycles, consolidated plan updates, new project grand openings, new HUD program requirements, and other issues. The City works closely with Clark County and other local jurisdictions to ensure coordination of strategies and projects within the Consolidated Plan and Action Plan.

1. Citizen Participation Process Summary

See the Citizen Participation Plan Section on pages 18-23 of the Consolidated Plan. The Citizen Participation Process Summary is also located in this plan on pages 24-26as part of the Managing the Process Section. Community needs meetings and public hearings are the primary means by which individual citizens are able to provide input into the Neighborhood Services Grant Programs. To ensure an atmosphere of open communication and cooperation among and between the City, neighborhoods, local organizations, businesses, and individual citizens; open meetings are held at the neighborhood level. All such meetings are scheduled in advance and posted in the community. The meetings and hearings provide an opportunity for citizens to: (1) give input into community priorities and identify needed projects or programs and (2) comment on projects under consideration. In

order to successfully meet the goals of HUD's Grant Programs, the voices of those individuals, neighborhoods and communities participating and/or impacted must be heard.

Public hearings and meetings were and continue to be the prime vehicle for eliciting public input. Generally, public meetings will be held to gather information on community priorities and to respond to citizen questions and concerns. Public hearings will be held by the Las Vegas City Council for the purpose of formal presentation and/or adoption of CDBG projects or programs and to hear citizen testimony. Each year, community needs are gathered to ensure that federal funds are used to provide services that are truly needed in targeted low income neighborhoods. These priority needs are collected by using surveys distributed to low income citizens requesting their input as to their community and personal needs. The survey results are tabulated and provided to prospective applicants for program guidance.

2. Public Comments Received
NONE

3. Efforts to Broaden Participation
See the Citizen Participation Plan Section on pages 18-23 of the Consolidated Plan.

4. Public Comments Not Accepted
NONE

1. Actions to Develop Institutional Structure
The City of Las Vegas Neighborhood Services Department is responsible for the administration of the Action Plan. The Department administers its own grant programs and allocates funding to both non-profit and for-profit organizations for their programs and projects. In the next program year, the Department will continue existing partnerships and establish new partnerships with for-profit and non-profit organizations to address the City's housing and community development needs.

The Southern Nevada Regional Planning Coalition (SNRPC) is an organization that brings together all public jurisdictions, including the City, to coordinate policies and programs dealing with regional quality of life issues. These issues include air quality, homelessness, housing, population growth, public facilities, transportation, and water. The City's Neighborhood Services Department will continue to participate in the SNRPC workforce housing and homeless committee meetings.

The Southern Nevada Regional Housing Authority (SNRHA) is the public housing agency for the City of Las Vegas. The SNRHA is currently providing assisted housing for more than 16,000 low and moderate-income family members. The SNRHA consists of federally funded family developments, senior housing, scattered site housing, affordable housing units, and section 8 housing choice vouchers. The SNRHA will continue to provide assisted housing to low and moderate-income families.

1. Monitoring of Housing and Community Development Projects
Included in each of the City's subrecipient agreements is an "on-site monitoring" section. It stipulates that the program under the agreement will be subject to "on-site monitoring" by a City or HUD representative on a 24-hour notice during normal working hours. It also states that the representatives shall be granted access to all records pertaining to the Program.

Representatives may, on occasion, request to interview program recipients who volunteer to be interviewed.

An additional section of the subrecipient agreement addresses access to records. It states that at any time during normal business hours, City or HUD representatives shall make the subrecipients' records, with respect to matters covered by the agreement available for audit, examination, and review. To ensure consistent and equitable monitoring, a monitoring procedures manual has been developed which includes monitoring forms developed in compliance with federal regulations for use when staff conducts its visits to the agency or project site. This form addresses all the required certifications, insurance, legal documents, environmental review and is used to conduct a random sampling to confirm eligibility of clients, and that appropriate documentation of such is in their files. It is also used to verify and tag any equipment that may have been purchased with grant funds. If the agency has any grant-funded employees, payroll tax returns and W-2's are checked to make sure they were completed and submitted to the IRS.

1. Evaluation and Reduction of Housing Units with Lead-based Paint Hazards

To receive direct housing assistance, the City requires that all housing units built prior to 1978 be inspected for lead-based paint hazards. The City's subrecipient agreements are subject to the regulations described in 24 CFR Part 35, prohibiting the use of lead-based paint in residential structures constructed or rehabilitated with assistance provided, notification of hazards of lead-based paint poisoning and elimination of lead-based paint hazards. The City's subrecipients must utilize a certified clearance technician to make a visual assessment and certify clearance examination for all properties built prior to 1978. The City utilizes an XRF Analyzer for lead-based paint testing.

1. Housing Priorities and Specific Objectives

Table 17 below shows the housing activities, accomplishment types, and goals that the City is proposing to complete in 2010-2011 by funding source. Please refer to Attachment 6 - project worksheets for a project description, specific objective, performance measure, and outcome of each proposed housing project.

Table 17 - Housing Activities for 2010-2011

Housing Activity	Accomplishment Type	Goal	Funding Source
05S - Rental Housing Subsidies	04 - Households	105	HOME
12 - Construction of Housing	10 - Housing Units	183	HOME, OTHER
14A – Rehabilitation; Single-Unit Residential	10 - Housing Units	246	CDBG, HOME
Grand Total		**534**	

2. Available Resources to Address Housing Needs

The City plans to use CDBG, HOME, and HOPWA funds to support housing activities for 2010-2011. Table 18 below shows the proposed housing projects for 2010-2011, funding amounts, and funding sources by HUD Matrix Code.

Table 18 - Housing Projects for 2010-2011

Proj. No.	Housing Project	Amount	Funding Source
	05S - Rental Housing Subsidies		
63	City of Las Vegas Tenant-Based Rental Assistance Program	$450,000	HOME
	14A – Rehabilitation; Single-Unit Residential		
5	City of Las Vegas Single Family Rehabilitation and Implementation Program	$250,000	CDBG
24	James Seastrand Helping Hands – Minor Home Repairs	$10,000	CDBG
33	Rebuilding Together with Christmas in April – Housing Rehabilitation	$125,000	CDBG

Needs of Public Housing

1. Public Housing Needs and Activities

Actions to Foster Public Housing Improvements

In an effort to move public housing residents up the economic scale, the SNRHA participates in the Family Self Sufficiency (FSS) Program. Under this program, public housing residents and Section 8- Housing Choice Voucher participant are provided the means, through the coordination of public and private resources and supportive services, to becoming economically independent and self-sufficient. Supportive services required to achieve self-sufficiency are based on individual family needs and may include child care, transportation, education, job training, preparation, and counseling, substance/alcohol abuse treatment and counseling, life skills training and homeownership counseling. Thousands remain on the Section 8 –Housing Choice Voucher (HCV) and Public Housing waiting lists. For a full understanding of public housing resident and HCV participant needs and programs see the 5-year plans of the SNRHA, available through the organizations.

Assisted housing is housing that receives some form of federal, state or local financial assistance. This includes grants, loans, low-income housing tax credits, and industrial development revenue bonds. Assisted housing can be project based, where the housing unit itself is subsidized, or tenant based, where the assistance is given directly to the tenant who is then responsible for finding housing in the private market. Assisted housing includes the traditional public housing units that are funded by HUD as well as housing units that are managed by non-profit groups. In recent years, the Housing Authorities have expanded their parameters to serve people up to 80% of area median income, making housing for people at 30% of area median income increasingly scarce as housing authority units are rented to those over 30% of area median income.

Effective January 1, 2010, the Consortium consists of one housing authority. The former two public housing authorities: the Housing Authority of Clark County (HACC) and the Housing Authority City of Las Vegas (HACLV) have been regionalized into one agency, the newly formed Southern Nevada Regional Housing Authority. The Housing Authority of the City of North Las Vegas has not joined in the regional agency. There are currently 2,937 public housing units and 830 affordable housing units in the Consortium.

The SNRHA currently has 2,937 Public Housing units in its inventory. Rehabilitation needs are primarily funded using the Capital Fund. Physical improvements are planned or underway at several sites such as Levy Gardens, James Down Towers, Espinoza Terrace and Landsman Gardens. There are plans to convert unit in several properties to provide wheelchair, hearing and visual accessibility.

The results of the recent physical needs assessment indicate that the physical conditions of certain developments are in need of considerable improvements. The majorities of these properties are over thirty years old and are in need of comprehensive modernization. The Capital Fund Program/modernization funding has experienced significant cuts in the last three years. The physical needs assessment indicates $134.8 million is needed in order to ensure the public housing developments remain a viable housing option for low-income persons.
The former HACLV completed the Voluntary Compliance Agreement with HUD by the deadline of December 31, 2009.

2. Housing Authority Performance
Not Applicable.
Barriers to Affordable Housing

1. Actions to Remove Barriers to Affordable Housing
The City plans to undertake the following actions during the next year to remove barriers to affordable housing:

- Assist affordable housing developers with the development process and how to obtain project building permits in a timely manner;
- Continue to participate in the Southern Nevada Regional Planning Coalition (SNRPC) workforce housing and homeless committee meetings;
- Continue to partner with community non-profit and for-profit housing developers;
- Explore incentives for developers of affordable housing such as density bonus, development fee waivers, and property tax abatements for a specified period of time;
- Explore partnership opportunities with the Southern Nevada Home Builders Association (SNHBA);
- Explore the creation of an inventory of existing real estate sites, including any potential development problems, and market these sites for affordable housing development;
- Explore using tax increment financing for infrastructure improvements and other site improvements in redevelopment areas to help attract developers to build affordable housing;
- Improve public infrastructure, facilities, parks, and safety in CDBG target areas to attract more affordable housing development;

HOME Down Payment Assistance
1. Other Forms of Investment not Described in 24 CFR 92.205(b)
Regarding the use of HOME and ADDI funds, the City does not plan to use other forms of investment not described in 24 CFR 92.205(b).
2. Resale/Recapture Guidelines for HOME and ADDI Funds
The City currently uses the recapture method for HOME funds for homeownership. The City uses the resale method for multi-family projects. According to 24 CFR Part

92.254(a)(5), the City may use either resale or recapture requirements on properties sold or refinanced that were assisted with HOME funds. The City uses recapture requirements for homebuyer and homeowner rehabilitation assistance projects with HOME funds. According to CFR 92.254(a)(5)(ii)(A)(3), the City may recapture all or part of the HOME funding if the housing does not continue to be the principal residence of the family for the duration of the period of affordability or if the homebuyer goes into foreclosure. The amount of HOME funds recaptured will depend upon the net proceeds obtained through the foreclosure or when the housing no longer was the principal residence of the family that was assisted.

The State of Nevada's Housing Division currently imposes a perpetual recapture requirement for any affordable housing project funded with HOME funds that it receives from HUD (State HOME funds), or with the State Low-Income Housing Trust Fund (LIHTF). The State of Nevada has imposed a 30-year affordability requirement for LIHTF-assisted projects.

3. Refinancing Guidelines

The City does not plan to use HOME funds to refinance existing debt secured by multifamily housing that is being rehabilitated with HOME funds.

Specific Homeless Prevention Elements

1. Sources of Funds

The City of Las Vegas plans to use a total of **$1,656,174** in Federal funds for a range of programs that help address homelessness. This includes $169,825 in CDBG, $214,394 in ESG, $300,000 in HOME, and $971,955 in HOPWA funds. These programs will be administered by local non-profit organizations that provide assistance to homeless persons, homeless families, and help to prevent homelessness.

Table 21 below lists the Organization, Homeless Activity, Amount, and Funding Source by HUD Matrix Code.

Table 21 - Homeless Programs

No.	Homeless Programs	Amount	Funding Source
48	Catholic Charities – St. Vincent Lied Dining Facility – Operations	$67,050	ESG
49	HELP / Center for Independent Living - Teen Housing – Operations	$28,400	ESG
50	Lutheran Social Services	$15,000	ESG
54	S.A.F.E. House	$19,944	ESG
55	Salvation Army	$30,000	ESG
56	Shade Tree	$39,000	ESG
	WestCare	$15,000	ESG
7	City of Las Vegas Tenant-Based Rental Assistance Program - Essential Services, Homeless Prevention, and Operations	$450,000	HOME
13	Catholic Charities – Public Restrooms for Homeless Persons	$29,084	CDBG

47	Catholic Charities – RSD Job Office – Essential Services	$22,948	CDBG
14	Catholic Charities – St. Vincent HELP, Inc. – Client Services	$15,000	CDBG
20	Family Promise	$10,057	CDBG
51	HELP of Southern Nevada – Youth Center Transitional Housing	$240,152	HOWPA
53	Lutheran Social Services – Emergency Food and Services – Essential Services	$15,000	ESG
44	Women's Development Center – Transitional Housing – Essential Services, Homeless Prevention, and Operations	$25,392	CDBG
15	HELP of SNV #2 Youth Shelter	$22,540	CDBG
35	Salvation Army – Vocational Training Services	$27,121	CDBG
69	Aid for AIDS of Nevada (AFAN) – Short-term Rent, Mortgage, and Utility Assistance for Clients with HIV/AIDS to Prevent Homelessness	$531,477	HOPWA
74	HELP of Southern Nevada – Emergency Resources Services for Clients with HIV/AIDS to Prevent Homelessness	$240,152	HOPWA

The City plans to address the specific objectives of the strategic plan and priority needs through several programs that help to address homelessness. Please refer to the Action Plan project worksheets for a project description, specific objective, performance measure, and outcome of each proposed program that addresses homelessness. Table 22 below shows the Homeless activities, accomplishment types, and goals that the City is proposing to complete in 2010-2011 by funding source.

Table 22 - Homeless Activities for 2010-2011

Homeless Activity	Accomplishment Type	Goal	Funding Source
03T - Operating Costs of Homeless/AIDS Patients Programs	01 - People	9,145	CDBG, ESG
05 - Public Services (General)	01 - People	9,773	CDBG, ESG
05D - Youth Services	01 - People	27	CDBG
05S - Rental Housing Subsidies	04 - Households	75	HOME
31 - HOPWA	01 - People	1,570	HOPWA

All of the Homeless Activities included in Table 22 are High (H) Priority Needs. For more details, please refer to the Homeless Needs Table included in the 2006-2010 Consolidated Plan.

The City has completed the *Homes for Homeless Nevadans 10-Year Plan to Reduce Homelessness* in the City of Las Vegas. Please refer to the Homeless Strategic Plan section of the Consolidated Plan. The Homeless Strategic Plan outlines the City's 10-Year

Plan strategies, action steps, and outcomes for reducing and ending homelessness. For more information, please refer to the City's 10-Year Plan to Reduce Homelessness which is available on the City's website at http://www.lasvegasnevada.gov/files/Homes4HomelessNevadansPlan.pdf.

The City has expanded the EVOLVE (Educational and Vocational Opportunities Leading to Valuable Experience) Program – designed to assist ex-offenders to reintegrate into the community – to include services for the homeless. The City also has allocated some of its Winter Weather Shelter funds (General Funds) to create its Emergency Housing Assistance Program – designed to provide emergency rental and utility assistance to households at-risk of becoming homeless or currently experiencing homelessness
According to the City's 10-Year Plan to Reduce Homelessness, another obstacle is that Clark County housing vouchers are substantially less than market rates for rental units. Another obstacle mentioned is that chronically homeless individuals with mental illness or addictions sometimes opt to live in unstructured environments and often refuse assistance. There is a greater need for treatment services for the mentally ill and substance abuse homeless subpopulations due to the increased population.
According to the COC, the development of the regional approach to reduce chronic homelessness is still in its initial phase. The COC is also working on completing the Regional Homeless and Housing Plan. For additional potential obstacles for the Las Vegas community, please refer to the COC plan at http://www.co.clark.nv.us/social_service/homeless_default.htm.

3. Chronic Homelessness
As stated in the Homelessness section, the City has completed the *Homes for Homeless Nevadans 10-Year Plan to Reduce Homelessness* in the City of Las Vegas. For more information, please refer to the City's 10-Year Plan to Reduce Homelessness which is available on the City's website at
http://www.lasvegasnevada.gov/files/Homes4HomelessNevadansPlan.pdf.
The City will also continue to be a participant in the meetings of the SNRPC Committee on Homelessness and the regional effort to end chronic homelessness by 2012. For the regional action steps related to chronic homelessness, please refer to the COC Plan which is available online at http://www.co.clark.nv.us/social_service/homeless_default.htm. The City's action steps are stated in the Homeless Strategic Plan section of the Consolidated Plan. Over the next year, the City is planning to fund several programs that provide assistance to the chronic homeless population (See Table 21).

Barriers include the implementation of the City's 10-Year Plan to Reduce Homelessness and the final approval of the Regional Homeless and Housing Plan for the Las Vegas Community. Available resources for the Homeless are not enough to sustain the increased demand by the homeless population for the assistance, services, and shelter beds. Increased housing costs have decreased the supply of permanent affordable housing units for those households making the transition to permanent housing.

4. Homelessness Prevention
Over the next year, the City is planning to fund several programs that provide assistance to individuals and families at risk of becoming homeless (See Table 21). Homeless prevention activities include tenant-based rental assistance, short-term rent, mortgage, and utility assistance, emergency food and resources assistance, transportation assistance, and other essential services. The City's action steps are stated in the Homeless Strategic Plan

section of the Consolidated Plan. Please also refer to the City's 10-Year Plan which will be available online in print form at the Neighborhood Services Department. For the regional action steps related to homelessness prevention, please refer to the COC Plan which is available online at http://www.co.clark.nv.us/social_service/homeless_default.htm.

5. Discharge Coordination Policy

The City of Las Vegas will continue to work with Clark County and the State of Nevada on the community-wide Discharge Coordination Policy. For more information, please refer to the City's 10-Year Plan to Reduce Homelessness which is available on the City's website at http://www.lasvegasnevada.gov/files/Homes4HomelessNevadansPlan.pdf. For regional discharge coordination policy information, please refer to the COC Plan which is available online at http://www.co.clark.nv.us/social_service/homeless_default.htm.

Emergency Shelter Grants (ESG)

Not Applicable

Community Development

1. Community Development Priority Needs

The City plans to fund a variety of Community Development Activities that are high priority needs. Please refer to the Community Development Needs table for the entire list of priority needs. Other high priority needs include acquisition of real property, clearance and demolition, housing rehabilitation, planning, and HOPWA. The City's priority non-housing community development needs for the Public Facilities and Improvements category are identified in Table 23 below.

Table 23 - Public Facilities and Improvements

Community Development Activity	Priority Need	Funding Source
03 - Public Facilities and Improvements (General)	High	CDBG, Other
03A - Senior Centers	Medium	CDBG, Other
03C - Homeless Facilities	High	CDBG, Other
03D – Community Centers	Medium	CDBG, Other
03F - Parks, Recreational Facilities	Medium	CDBG, Other
03H - Solid Waste Disposal Improvements	Low	Other
03I - Flood Drain Improvements	Low	Other
03J - Water/Sewer Improvements	Low	Other
03K - Street Improvements	Medium	CDBG, Other
03L - Sidewalks	High	CDBG, Other
03M - Child Care Centers	High	CDBG, Other
03P - Health Facilities	Medium	CDBG, Other
03T - Operating Costs of Homeless/AIDS Patients Programs	High	CDBG, ESG, Other

The City's priority non-housing community development activities for the public facilities and improvements category are identified in Table 24 below. The project number corresponding to the key on pages 62-65, public facilities and improvement project, amount, and funding source are included in the table, according to each category.

Table 24 - Public Facilities and Improvements Activities

Proj. No.	Construction / Improvement Projects	Amount	Funding Source
	03 - Public Facilities and Improvements (General)		
2	CLV East Las Vegas Community Center Bond Payment	$1,044,731	CDBG
3	CLV Future Public Facilities and Improvements Projects	$553,781	CDBG
6	CLV Stupak Community Center Bond Payment	$1,545,175	CDBG
	CLV Preservation Code Enforcement Officer	$100,000	CDBG

The City's priority non-housing community development needs for the Public Services category are identified in Table 25 below.

Table 25 - Public Services

Community Development Activity	Priority Need	Funding Source
05 - Public Services (General)	High	CDBG, ESG
05A - Senior Services	High	CDBG
05B – Services for the Disabled	High	CDBG
05D - Youth Services	High	CDBG
05E - Transportation Services	Medium	Other
05F - Substance Abuse Services	High	CDBG
05G - Battered and Abused Spouses	High	CDBG
05H - Employment Training	High	CDBG
05I - Crime Awareness	Medium	Other
05L - Child Care Services	High	CDBG
05M - Health Services	High	CDBG
05N - Abused and Neglected Children	High	CDBG
05O - Mental Health Services	High	CDBG
05Q - Subsistence Payments	High	CDBG, ESG

The City's priority non-housing community development activities for the public services category are identified in Table 26 below. The project number corresponding to the key on pages 62-65, public services program, amount, and the funding source are included in the table, according to each category.

Table 26 – Public Services Activities

Proj. No.	Public Services Programs	Amount
4	AHEC	$15,000
17	Anthony Pollard Foundation - Rainbow Dreams Academy	$21,160
30	Blind Center of Nevada, Inc.	$15,000
38	Catholic Charities of Southern NV PS #1	$18,953
42	Catholic Charities of Southern NV PS #2	$29,084
10	Catholic Charities of Southern NV PS #3	$31,861
13	Catholic Charities of Southern NV PS #4	$22,948
15	Clark County Law Foundation	$15,000
19	Community Counseling Center PS	$27,577
21	CLV Leisure Services Safekey Programs	$60,000
22	CLV Leisure Services Youth Programs	$106,505
24	Family and Child Treatment of Southern Nevada	$17,850
23	Family Promise	$15,000
29	Foundation for Positively Kids, Inc.	$29,342
32	Give Me A Break, Inc.	$15,000
39	Greater Las Vegas After School All-Stars	$15,000
40	HELP of Southern Nevada PS #2 Youth Center	$22,540
44	Helping Hands of Vegas Valley, Inc.	$21,528
47	Lied Discovery Children's Museum	$15,000
11	Nevada Health Centers	$29,440
14	Rebuilding Together of SNV	$23,006
18	Salvation Army	$27,121
20	Shade Tree	$35,308
26	Southern NV Public Television Friends of Channel 10	$15,000
34	Spread the Word Nevada Kids to Kids	$15,000

35	Three Square	$23,000
8	United Jewish Community/Jewish Federation of Las Vegas	$39,421
9	Women's Development Center	$25,392

2. Community Development Objectives

The City will address the specific objectives of the strategic plan and priority needs through several community development programs and projects. Please refer to the Action Plan project worksheets for a project description, funding amount, funding source, specific objective, performance measure, and outcome of each proposed community development program or project. Please also refer to Table 18 for a list of the Housing Projects for 2008-2009. Table 27 below shows the community development activities, accomplishment types and goals that the City is proposing to complete in 2008-2009 by funding source.

Table 27 - Community Development Activities for 2010-2011

Community Development Activity	Accomplishment Type	Goal	Funding Source
03 - Public Facilities and Improvements (General)	11 - Public Facilities	5	CDBG
03A - Senior Centers	11 - Public Facilities	0	CDBG, Other
03B - Handicapped Centers	11 - Public Facilities	0	CDBG
03C - Homeless Facilities	11 - Public Facilities	0	CDBG
03D - Youth Centers	11 - Public Facilities	0	CDBG
03E - Neighborhood Facilities	11 - Public Facilities	0	Other
03F - Parks, Recreational Facilities	11 - Public Facilities	0	CDBG, Other
03K - Street Improvements	11 - Public Facilities	0	Other
03L - Sidewalks	11 - Public Facilities	0	Other
03M - Child Care Centers	11 - Public Facilities	0	Other
03P - Health Facilities	11 - Public Facilities	0	Other
03T - Operating Costs of Homeless/AIDS Patients Programs	01 - People	9,145	ESG
04 – Clearance and Demolition	10 – Housing Units	0	CDBG
05 - Public Services (General)	01 - People	9,809	CDBG, ESG
05A - Senior Services	01 - People	830	CDBG
05B – Services for the Disabled	01 - People	77	CDBG
05D - Youth Services	01 - People	11,482	CDBG
05E - Transportation Services	01 - People	0	Other
05F - Substance Abuse Services	01 - People	98	CDBG
05G - Battered and Abused	01 - People	23	CDBG
Spouses			
05H - Employment Training	01 - People	265	CDBG

05I - Crime Awareness	01 - People	0	Other
05L - Child Care Services	01 - People	301	CDBG
05M - Health Services	01 - People	0	CDBG
05N - Abused and Neglected Children	01 - People	0	CDBG
05O - Mental Health Services	01 - People	172	CDBG
05Q - Subsistence Payments	01 - People	0	CDBG, ESG

1. Antipoverty Strategy

The City plans to fund several programs and projects with CDBG, ESG, HOME and HOPWA funds that will benefit poverty level families in the City of Las Vegas. The Southern Nevada Regional Housing Authority (SNRHA) plans to fund programs that provide housing assistance to poverty level families within the City of Las Vegas. The City plans to continue to partner with local non-profit organizations, College of Southern Nevada, University of Nevada-Las Vegas (UNLV), local jurisdictions, Clark County, State of Nevada, and the private sector on programs and projects that create new jobs, provide job training, job placement, workforce development, and educational opportunities. The City plans to fund the following programs and projects that provide assistance to and benefit poverty level families:

- City of Las Vegas Tenant-Based Rental Assistance (TBRA) Program
- City of Las Vegas Single-Family Rehabilitation Program
- AFAN – Housing Assistance and Supportive Services for Clients with HIV/AIDS and their Families
- Blind Center of Nevada – Back to Work Program
- Catholic Charities – Job Training, Housing Assistance, Transportation Assistance, Childcare Assistance, Emergency Resources
- Classroom on Wheels – COW PreK
- Community Counseling Center – HIV Supportive Services, Substance Abuse Services and Life Skills
- Family Promise – Guides by Their Sides
- Helping Hands of Vegas Valley – Senior Transportation
- HELP of Southern Nevada / Center for Independent Living – Emergency Resources Services and Utility Assistance, Teen Housing, Vocational Counseling for Youth
- James Seastrand – Minor Home Repairs Program
- Lutheran Social Services – Emergency Food and Services
- Rebuilding Together with Christmas in April – Housing Rehabilitation
- SAFE House – Emergency Shelter
- Salvation Army – Housing Assistance and Vocational Training Services
- So. Nev. Public Television Friends of Channel 10 – Family Literacy Program
- Spread the Word Nevada Kids to Kids – Youth and Family Literacy Program
- The Shade Tree – Emergency Shelter and Services
- Women's Development Center – Transitional Housing Program
- WestCare – Emergency Shelter

1. Non-Homeless Special Needs Priorities and Objectives

Programs and projects that will benefit the non-homeless special needs populations are all high priority needs. Table 28 below lists the housing and supportive services priority needs for each special needs category.

Table 28 - Special Needs Housing and Supportive Services Priority Needs

Special Needs Category	Housing	Supportive Services
Elderly and Frail Elderly	High	High
Persons with Severe Mental Illness	High	High
Developmentally Disabled	High	High
Physically Disabled	High	High
Alcohol/Other Drug Addicted	High	High
Persons with HIV/AIDS and their Families	High	High

Please refer to the Action Plan project worksheets for a project description, specific objective, performance measure, and outcome of each proposed special needs program or project. Please also refer to the Non-Homeless Special Needs Housing Table. Table 29 below lists the housing and supportive services objectives for 2010-2011 for each special needs category.

Table 29 - Special Needs Housing and Supportive Services Objectives

Special Needs Category	Housing	Supportive Services
Elderly and Frail Elderly	215	830
Persons with Severe Mental Illness	0	231
Developmentally Disabled	25	59
Physically Disabled	25	77
Alcohol/Other Drug Addicted	27	170
Persons with HIV/AIDS and their Families	1,570	1074

The following is a breakdown of the 2010-2011 special needs housing and supportive services projects:

Housing Elderly and Frail Elderly

James Seastrand – Minor Home Repairs Program
Rebuilding Together with Christmas in April – Housing Rehabilitation

Developmentally Disabled/Physically Disabled

- Rebuilding Together with Christmas in April – Housing Rehabilitation

Persons with HIV/AIDS and their Families

- For project details please refer to the HOPWA section.

Public Housing Residents

- For project details please refer to the Public Housing Needs section.

Supportive Services

Elderly and Frail Elderly
Helping Hands of Vegas Valley - Senior Transportation
Jude 22 - Senior Nutrition Center
Temple Beth Am – Lied Adult Day Care

Persons with Severe Mental Illness
Community Counseling Center – Substance Abuse and Mental Health Services
Give Me a Break – Community Respite Program

Developmentally Disabled
Give Me a Break – Community Respite Program

Physically Disabled
Blind Center of Nevada – Back to Work Program
Give Me a Break – Community Respite Program

Persons with HIV/AIDS and their Families
For project details please refer to the HOPWA section.

Public Housing Residents
For project details please refer to the Public Housing Needs section.

2. Non-Homeless Special Needs Resources
The City's housing and community development activities and resources for non-homeless special needs populations are included in the housing, homeless, and community development sections. Please refer to the Action Plan project worksheets for a project description, performance measure, outcome, budget, and funding source for each proposed special needs program or project.

Housing Opportunities for People with AIDS
*Please also refer to the HOPWA Table in the Needs.xls workbook.

1. Las Vegas HOPWA Project Sponsors

Aid for AIDS of Nevada (AFAN)
Organization Description: AFAN has been in operation since 1984. AFAN's mission is to provide support and advocacy for persons and families living with HIV/AIDS in an environment of understanding, compassion, and acceptance. Activities: HOPWA funds are utilized primarily to prevent homelessness amongst HIV positive, disabled persons who are pending Social Security Disability (SSD). Short-term rent, mortgage, and utility assistance and supportive services are provided to prevent homelessness. Housing Placement Coordinator provides housing placement, resource identification and information. Tenant based rental assistance is provided through the Parent and Me program for HIV/AIDS clients and their families. Area of Service: Clark County EMSA
Program Contact: Jennifer Morss, Executive Director

Community Counseling Center
Organization Description: Community Counseling Center has been in existence since 1990. Community Counseling Center is providing services to local residents in the areas of substance abuse, mental health intervention, family therapy, HIV/AIDS, Hepatitis C, and transitional housing. Activities: Provide supportive services including mental health services, case management, and counseling to qualified persons with HIV/AIDS and their families. Area of Service: Clark County EMSA Program Contact: Ron Lawrence, Executive Director

Golden Rainbow
Organization Description: Golden Rainbow is a grass roots organization that was founded in 1987 by members of the entertainment industry who saw the need to provide housing for people with HIV/AIDS. Golden Rainbow provides housing and direct financial assistance to men, women and children living with HIV/AIDS in Southern Nevada. Activities: Provide emergency assistance for rent, essential utilities and supportive services to qualified persons with HIV/AIDS and their families. Provide housing operations and supportive services of housing units. Area of Service: Clark County EMSA Program Contact: Lea Clayville, Executive Director

HELP of Southern Nevada
Organization Description: HELP of Southern Nevada was founded in 1970. HELP of Southern Nevada's mission is to serve with care and assist families and individuals throughout Southern Nevada to overcome barriers and attain self-sufficiency through direct services, training, and referral to community resources. Activities: Provide food vouchers through HOPWA funding, as well as bus tokens, personal hygiene items and housing information funded through other grants. Maintain an affordable housing database and website for HIV/AIDS clients and the agencies that serve them. Area of Service: Clark County EMSA Program Contact: Terrie Stanfill, Executive Director

Women's Development Center
Organization Description: Women's Development Center (WDC) was founded in 1987. WDC is committed to providing opportunities to economically disadvantaged families to secure transitional, permanent rental housing and home ownership. WDC also provides supportive services to families to attain long-term self-sufficiency and combat "the cycle of poverty". Activities: Provides housing operations, project-based rental assistance and supportive services for HIV/AIDS clients and their families. Area of Service: Clark County EMSA Program Contact: Tina Prieto, Executive Director

2. Report on Actions Taken to Address Special Needs
Please refer to the most recent CAPER for the City of Las Vegas.

3. Evaluation of Affordable Housing Progress
Please refer to the most recent CAPER for the City of Las Vegas.

4. Report on HOPWA Accomplishments
Please refer to the most recent CAPER for the City of Las Vegas.

5. Public and Private Resources Leveraged

Las Vegas HOPWA project sponsors have funding resources for their HOPWA projects from a range of funding sources. Table 30 below lists the amount of public and private resources leveraged for each HOPWA Project Sponsor.

Table 30 - Resources Leveraged by HOPWA Projects

Project No.	Organization / Project	Amount Leveraged
	Aid for AIDS of Nevada (AFAN) – Supportive Services	
	AFAN – Housing Placement Coordinator	
	AFAN – Parent and Me Program	
	AFAN – Short-term Rent, Mortgage, and Utility Assistance and Supportive Services	
	AFAN – Resource Identification	$1,682,613.00
	Community Counseling Center – HIV Supportive Services	$159,010
	Golden Rainbow – Living with AIDS Program	$248,943
	HELP of Southern Nevada – Food Vouchers	$937,342
	Women's Development Center – HOPWA Affordable Housing	$55,013

6. Geographic Distribution of Funds

Please refer to the HOPWA project worksheets for locations of project sponsor offices. Project sponsor offices and housing units are located throughout the Las Vegas Metropolitan Area. Project sponsors provide assistance to clients that live within the Clark County EMSA, including City of Las Vegas, Clark County, City of North Las Vegas, and City of Henderson. HOPWA housing activities include project sponsor owned housing units for operations and maintenance, project-based and tenant-based rental assistance, short-term rent, mortgage, and utility assistance, and housing information and placement services.

7. Barriers Encountered and Actions in Response

Barriers Encountered include:

- Expensive land to build affordable housing for persons with HIV/AIDS and their families
- Lack of availability of properties that can be rehabilitated near hospital and medical facilities for affordable housing for persons with HIV/AIDS and their families
- Lack of housing development experience among HOPWA service providers
- Limited amount of available resources to provide housing assistance and supportive services to persons with HIV/AIDS and their families
- Lack of community support and NIMBYism (Not In My Backyard) towards special needs housing

For more information on barriers encountered by persons with HIV/AIDS, please refer to the Las Vegas EMA Ryan White Title I Planning Council Comprehensive Care Plan, which is available on their website at http://www.lasvegasema.org/planningcouncil/needsandcare.html and in print form at the

Ryan White Title I Planning Council Office, 333 N Rancho Drive, Suite 390, Las Vegas, NV 89106, or call (702) 933-9603.

Actions in Response to Barriers / Recommendations for Program Improvement include:

- Provide technical assistance as needed to HOPWA service providers
- HOPWA service providers are meeting on a regular basis to avoid duplication of services and to track their clients
- Seek additional funding resources for affordable housing projects and supportive services
- HOPWA project sponsors are increasing the number of special fundraising events and are getting the private sector involved to help fund their programs and projects
- Fund HIV/AIDS educational workshops and outreach programs to promote community support
- For more information on the City's actions in response to barriers and recommendations, please refer to the most recent CAPER for the City of Las Vegas.

8. Community Trends

According to the Clark County Health District (CCHD), there were 3,580 individuals with HIV and 5,301 individuals with AIDS in Clark County as of December 2009. Numbers are inclusive of both dead and living individuals. The number of new diagnoses of AIDS was 179 individuals in 2009. According to the CCHD, Black, and Hispanics represent one of the disproportionate populations of new HIV cases with the highest rates (52 per 100,000) and percentages. According to the Ryan White HIV/AIDS Needs Assessment Study 2009, for the past four years, the majority of newly diagnosed HIV/AIDS cases occurred in the White population with males being the highest portion of new cases at 68%, in the 20-49 year old age group. White individuals have the largest percentage of new HIV cases with 45 percent (%), followed by Hispanic individuals at 27 percent (%), and Black individuals at 25 percent (%).

Per the Ryan White Study, in the previous year, 36% of People Living With HIV and 59% of Persons Living With Aids did not receive HIV medical care. The report estimates the unmet need in Clark County to be 47% or 3,056. According to HOPWA project sponsors, the number of new clients with HIV/AIDS and their families seeking assistance is increasing every month. HOPWA project sponsors are seeking additional HOPWA and other funding sources to meet this increasing demand of the HIV/AIDS population in Clark County.

For additional community trends information, please refer to the 2010-2015 City of Las Vegas Consolidated Plan and the Las Vegas EMA Ryan White Title I Planning Council Comprehensive Care Plan which is available on their website at http://www.lasvegasema.org/planningcouncil/needsandcare.html and in print form at the Ryan White Title I Planning Council Office, 333 N Rancho Drive, Suite 390, Las Vegas, NV 89106, or call (702) 933-9603.

9. Evaluations, Studies, and Assessments

The City will continue to monitor all HOPWA project sponsors for program compliance and study performance measures, outputs, and outcomes. No additional evaluations, studies, and/or assessments of the HOPWA program are planned for the next program year.

Specific HOPWA Objectives

Describe how Federal, State, and local public and private sector resources that are reasonably expected to be available will be used to address identified needs for the period covered by the Action Plan.
Program Year 4 Specific HOPWA Objectives response:

1. Specific HOPWA Objectives

Table 31 below indicates the specific HOPWA objectives for each HOPWA activity. Information is included on the accomplishment type, goal, and funding sources for each HOPWA activity for 2010-2011. Please refer to the Action Plan project worksheets for a project description, funding amount, funding source, specific objective, performance measure, and outcome of each proposed HOPWA project.

Table 31 – Specific HOPWA Objectives for 2010-2011

HOPWA Activity	Accomplishment Type	Goal	Funding Source
31E - Supportive Services	01 - People	749	HOPWA, Other
31F – Tenant Based Rental Assistance	04 - Households	11	HOPWA, Other
31G - Short-Term Rent, Mortgage, and Utility Payments	01 - People	810	HOPWA, Other
31K - Facility-Based Housing - Operations	10 - Housing Units	18	HOPWA, Other
31I - Housing Information Services and Referral Services	01 - People	4800	HOPWA, Other

The City plans to allocate HOPWA funds to several projects that provide housing assistance and supportive services to persons with HIV/AIDS and their families. Please refer to the Action Plan project worksheets for a project description, funding amount, funding source, specific objective, performance measure, and outcome of each proposed HOPWA project. Table 32 below lists the 2010-2011 HOPWA activities.

Table 32 - HOPWA Activities

Project No.	Organization / Project	Allocation Amount
	AFAN – Short-term Rent, Mortgage, and Utility Assistance	$227,500
	Aid for AIDS of Nevada (AFAN) – Supportive Services	$74,274
	AFAN – TBRA Parent and Me Program	$100,500
	AFAN – Housing Information Services	$42,500
	AFAN – Resource ID	$42,500
	AFAN – Admin	$37,203
	Community Counseling Center – HIV Supportive Services	$80,073
	Community Counseling Center - Admin	$6,027
	Golden Rainbow – Living with AIDS Program Permanent Housing – Supportive Services	$4,620

	Golden Rainbow – Short-term Rent, Mortgage, and Utility Assistance	$12,000
	Golden Rainbow – Housing Operations	$31,000
	Golden Rainbow – Admin	$2,380
	HELP of Southern Nevada – Food Vouchers	$223,341
	HELP of Southern Nevada - Admin	$16,811
	Women's Development Center – HOPWA Affordable Housing – Housing Operations	$51,331
	Women's Development Center – Supportive Services	$8,400
	Women's Development Center Admin	$4,495

City of Las Vegas Project Worksheets Key for Attachment 6

Project No.	Organization / Project	Allocation Amount	Funding Source
1	City of Las Vegas (CLV) Administration and Fair Housing - CDBG	$1,013,744	CDBG
2	CLV East Las Vegas Community Center Bond Payment	$1,044,731	CDBG
3	CLV Future Public Facilities and Improvements Projects	$265,863	CDBG
5	CLV Single-Family Rehabilitation and Implementation Program	$200,000	CDBG
6	CLV Stupak Community Center Bond Payment	$1,545,175	CDBG

Project No.	Organization / Project	Allocation Amount	Funding Source
13	Catholic Charities – Public Restrooms for Homeless Persons	$37,473	CDBG
14	Catholic Charities – St. Vincent HELP, Inc.	$15,000	CDBG
15	HELP / Center for Independent Living – Vocational and Substance Abuse Counseling	$10,000	CDBG
16	Clark County Bar Association – Trial By Peers	$18,000	CDBG
17	Classroom on Wheels – COW PreK	$31,548	CDBG
18	Community Counseling Center – Life Skills for Substance Abusers	$10,000	CDBG
19	Community Counseling Center – Substance Abuse Counseling	$10,000	CDBG
20	Family Promise	$10,057	CDBG
22	Give Me a Break – Community Respite Program	$25,000	CDBG
23	Helping Hands of Vegas Valley – Senior Transportation	$25,000	CDBG
24	James Seastrand – Minor Home Repairs	$10,000	CDBG
27	Las Vegas Indian Center – Social Services	$10,000	CDBG

32	Rebuilding Together with Christmas in April – Event Day	$10,000	CDBG
33	Rebuilding Together with Christmas in April – Housing Rehabilitation	$125,000	CDBG
34	SAFE House – Case Management	$25,000	CDBG
35	Salvation Army – Vocational Training Services	$13,891	CDBG
36	Southern Nevada Public Television Friends of Channel 10 – Literacy Outreach in Las Vegas	$10,000	CDBG
37	Spread the Word Nevada Kids to Kids – Youth and Family Literacy Program	$12,000	CDBG
Project No.	**Organization / Project**	**Allocation Amount**	**Funding Source**
40	The Shade Tree – Substance Abuse Addictions Recovery	$10,000	CDBG
43	Westcare – WestCare Community Triage Center	$31,900	ESG
44	Women's Development Center – Transitional Housing	$15,000	CDBG
45	CLV Administration – ESG	$11,313	ESG
47	Catholic Charities – RSD Job Office	$24,515	ESG
48	Catholic Charities – St. Vincent Lied Dining Facility	$20,000	ESG
49	HELP / Center for Independent Living – Teen Housing	$20,000	ESG
50	Family Promise	$11,500	ESG
51	HELP of Southern Nevada – Utility Assistance	$23,000	ESG
53	Lutheran Social Services – Emergency Food and Services	$10,966	ESG
54	SAFE House – Emergency Shelter	$15,000	ESG
55	Salvation Army – Homeless Services	$20,000	ESG
56	The Shade Tree – Emergency Shelter	$20,000	ESG
59	CLV Administration – HOME	$219,872	HOME
60	CLV Future Rental Housing Construction Projects	$1,278,843	HOME
61	CLV Multi-Family Rehabilitation Program	$100,000	HOME
62	CLV Single-Family Rehabilitation and Implementation Program	$300,000	HOME
63	CLV Tenant-Based Rental Assistance Program	$300,000	HOME
64	CLV Administration - HOPWA	$28,560	HOPWA
65	CLV Future HOPWA Projects	$53,350	HOPWA
66	Aid for AIDS of Nevada (AFAN) – Supportive Services	$100,000	HOPWA

67	AFAN – Housing Placement Coordinator	$42,000	HOPWA
	AFAN – Resource ID		
68	AFAN – Parent and Me Program	$100,500	HOPWA
69	AFAN – Short-term Rent, Mortgage, and Utility Assistance and Supportive Services	$227,500	HOPWA

Project No.	Organization / Project	Allocation Amount	Funding Source
72	Community Counseling Center – HIV Supportive Services	$50,000	HOPWA
73	Golden Rainbow – Living with AIDS Program	$34,000	HOPWA
74	HELP of Southern Nevada – Food Vouchers	$180,979	HOPWA
76	Women's Development Center – HOPWA Affordable Housing	$40,000	HOPWA

City of Las Vegas Project Worksheets Key for Attachment 6

Project No.	Organization / Project	Allocation Amount	Funding Source
	City of Las Vegas (CLV) Administration and Fair Housing - CDBG	$1,108,128	CDBG
	CLV East Las Vegas Community Center Bond Payment	$1,041,009	CDBG
	CLV Future Public Facilities and Improvements Projects	$553,781	CDBG
	CLV Future Public Service Projects	$61,060	CDBG
	CLV Preservation Code Enforcement Officer	$100,000	CDBG
	CLV Single-Family Rehabilitation and Implementation Program	$250,000	CDBG
	CLV Stupak Community Center Bond Payment	$1,521,625	CDBG
	CLV Administration – ESG	$11,088	ESG
	CLV Administration – HOME	$245,608	HOME
	CLV Administration - HOPWA	$32,961	HOPWA
	CLV Future HOPWA Projects	$93,790	HOPWA

Attachment 1 - Neighborhood Survey of Community Needs

Please Let Us Know About Your Needs for Services and Improvements In Your Neighborhood. The city uses a variety of limited funding sources to improve and maintain our community. Therefore, we are asking you to share with us those community needs most important to you by completing the following survey.

□ Senior (55 plus) □ Adult (18 - 54) □ Youth (15 – 17) □ Disabled

Address: _____ Zip Code_____ (This information is very important. It allows us to identify where the needs are.)

Please rank the needs in your neighborhood. Check "H" for High Priority, "M" for Medium Priority, "L" for Low Priority, "N" for Not a Priority.

SERVICES/PROGRAMS	H	M	L	N
Adult Daycare				
Affordable Childcare				
Affordable Rental Housing				
English as Second Language (ESL)				
Home Repair/Weatherization				
Homeless Services				
Job Training				
Life Skills (parenting, budgeting)				
Rent and Utility Payment Assistance				
Services for Disabled (independent living, job training, etc.)				
Senior Services (transportation, nutrition, etc.)				
Substance Abuse Programs				
Youth Activities				
HOUSING RELATED SERVICES				
Affordable Housing for Larger Families (more than 4 bedrooms)				
Affordable Ownership Housing				
Assisted Living Facilities				
Credit Counseling				
Homeownership Down Payment Assistance				
NEIGHBORHOOD IMPROVEMENTS				
Anti-Gang Programs				
Code Enforcement Activities and Education				
Crime Prevention and Education Programs				
Graffiti Removal				
Neighborhood Beautification (common areas ex. trees, planters, entrance ways, street medians)				
Neighborhood Classes (traffic control, planning & development)				
Neighborhood Cleanups				
Sidewalks				
Street Lights				

For information concerning available services, please call the Social Services Hotline at "211". City of Las Vegas, Nevada 2010-2011 Action Plan

Attachment 2A - Consolidated Plan Table 28 (Updated): The Tipping Point - Homeownership Affordability

Clark County Area Median Income (AMI) = $65,400*								
Percent of MFI	Annual Income	Monthly Income	Hourly Wage	Maximum Affordable Monthly Mortgage Payment**	Maximum Total Mortgage	Maximum Affordable Sales Price	Can Afford Median Metro Las Vegas Existing Home of $124,000 ?	Can Afford Median Metro Las Vegas New Home of $209,000?
10%	6,390	533	3.07	160	20,116	**21,400**	No	No
20%	12,780	1,065	6.14	320	40,138	**42,700**	No	No
30%	19,170	1,598	9.22	479	60,066	**63,900**	No	No
HUD 30%	19,150	1,596	9.21	479	60,066	**63,900**	No	No
40%	25,560	2,130	12.29	639	80,182	**85,300**	No	No
50%	31,950	2,663	15.36	799	100,298	**106,700**	No	No
HUD 50%	31,950	2,663	15.36	799	100,298	**106,700**	No	No
60%	38,340	3,195	18.43	959	120,320	**128,000**	No	No
70%	44,730	3,728	21.50	1,118	140,342	**149,300**	No	No
80%	51,120	4,260	24.58	1,278	160,364	**170,600**	No	No
HUD 80%	51,100	4,258	24.57	1,278	160,364	**170,600**	No	No
90%	57,510	4,793	27.65	1,438	180,480	**192,000**	No	No
100%	63,900	5,325	30.72	1,598	200,596	**213,400**	No	No
110%	70,290	5,858	33.79	1,757	220,524	**234,600**	No	No
117%	74,870	6,239	36.00	1,872	235,000	**250,000**	**Yes**	No
120%	76,680	6,390	36.87	1,917	240,640	**256,000**	Yes	No
130%	83,070	6,923	39.94	2,077	260,662	**277,300**	Yes	No
131%	83,900	6,992	40.34	2,098	263,280	**280,085**	**Yes**	**Yes**
140%	89,460	7,455	43.01	2,237	280,778	**298,700**	Yes	Yes
150%	95,850	7,988	46.08	2,396	300,706	**319,900**	Yes	Yes

160%	102,240	8,520	49.15	2,556	320,822	**341,300**	Yes	Yes

*HUD Income levels based upon 2008 Clark County Median Family Income = $63,900 **Assumes Maximum Mortgage Payment may not exceed 30% of income ***Mortgage Rate is based on 6.5% FHA 30-year mortgage rate accounting for principal, interest, taxes, and insurance; assumes 3% Down payment, 3% Closing Cost, no debt, and good credit.

Attachment 2B - Consolidated Plan Table 26 (updated): Renter Housing Affordability

Percent MFI	Annual Income	Monthly Income	Hourly Wage	30% of Monthly Gross Income (Maximum Affordable Rent Payment)	Can Afford Studio? Market Rate = $570	Can Afford One-Bedroom Unit? Market Rate = $760	Can Afford Two-Bedroom Unit? Market Rate = $852	Can Afford Three-Bedroom Unit? Market Rate = $1,050
10%	6,390	533	3.07	160	No	No	No	No
20%	12,780	1,065	6.14	320	No	No	No	No
30%	19,170	1,598	9.22	479	No	No	No	No
HUD 30%	19,150	1,596	9.21	479	No	No	No	No
40%	25,560	2,130	12.29	639	Yes	No	No	No
50%	31,950	2,663	15.36	799	Yes	Yes	No	No
HUD 50%	31,950	2,663	15.36	799	Yes	Yes	No	No
HUD 60%	38,340	3,195	18.43	959	Yes	Yes	Yes	No
70%	44,730	3,728	21.50	1,118	Yes	Yes	Yes	Yes
80%	51,120	4,260	24.58	1,278	Yes	Yes	Yes	Yes
HUD 80%	51,100	4,258	24.57	1,278	Yes	Yes	Yes	Yes
90%	57,510	4,793	27.65	1,438	Yes	Yes	Yes	Yes
100%	63,900	5,325	30.72	1,598	Yes	Yes	Yes	Yes
110%	70,290	5,858	33.79	1,757	Yes	Yes	Yes	Yes
120%	76,680	6,390	36.87	1,917	Yes	Yes	Yes	Yes

Source: NHD Apartment Guide

City of Las Vegas Agenda Item No.: **58.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 5, 2010

DEPARTMENT: PUBLIC WORKS
DIRECTOR: JORGE CERVANTES ☐ **Consent** ☒ **Discussion**

SUBJECT:
Discussion and possible action on a request to install speed humps on Sweeney Avenue between 8th Street and 11th Street ($7,800 - Neighborhood Traffic Management Program) - Ward 3 (Reese)

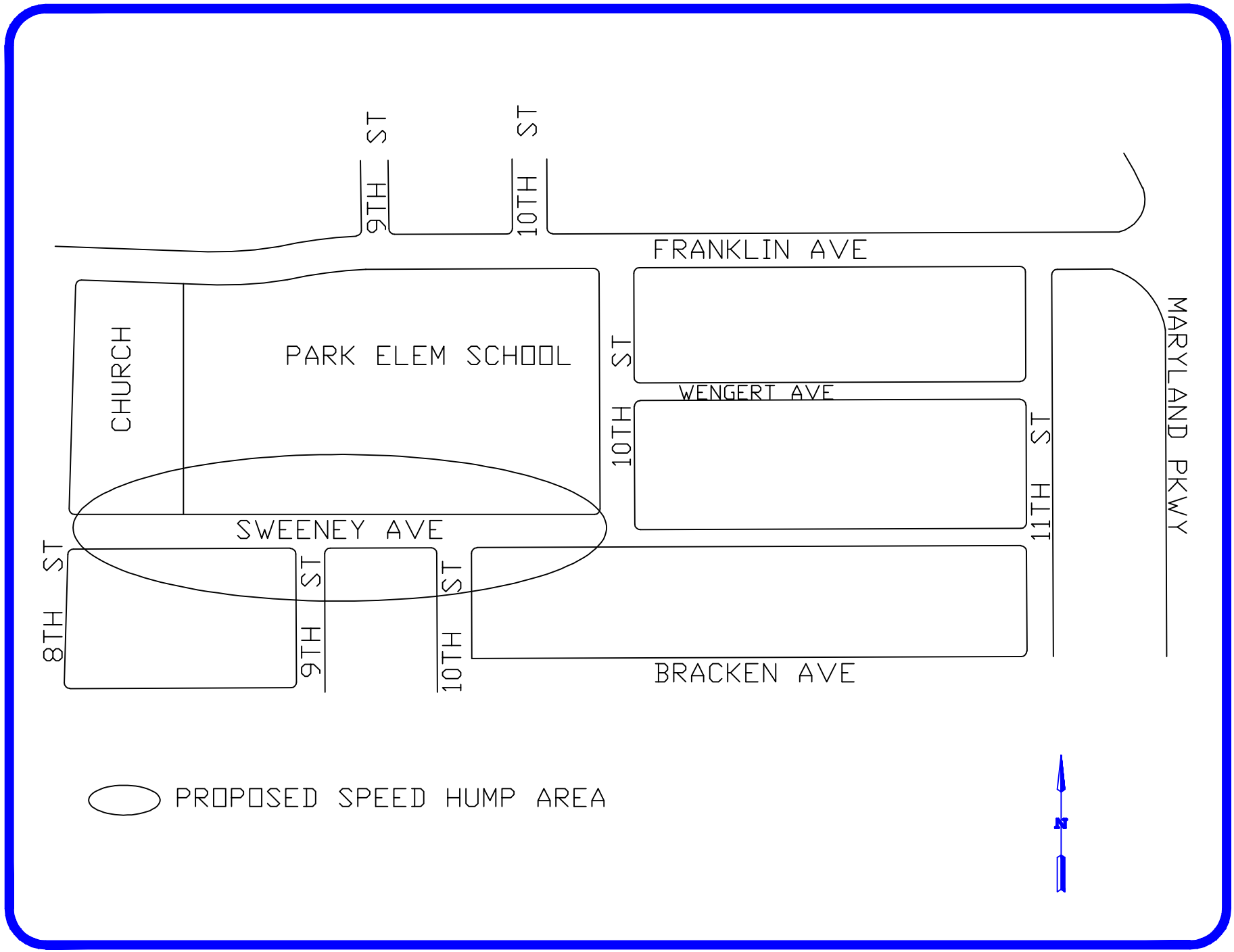
Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $7,800
Funding Source: Neighborhood Traffic Management Program
Dept./Division: PW/Traffic Engineering

PURPOSE/BACKGROUND:
The city of Las Vegas received a request to install speed humps on Sweeney Avenue between 8th Street and 11th Street. Studies conducted showed that the 85th percentile speed was 31 mph and the volume of traffic was 600 vehicles per day, so it did not meet the normal criteria for speed humps. Since this roadway accumulated 13 points, and a total of 40 points is recommended for the installation of speed humps, staff is recommending denial of speed humps. This street is not an emergency response route.

RECOMMENDATION:
Staff: Denial

BACKUP DOCUMENTATION:
Map


9TH ST
10TH ST
FRANKLIN AVE
CHURCH
PARK ELEM SCHOOL
10TH ST
WENGERT AVE
11TH ST
MARYLAND PKWY
SWEENEY AVE
8TH ST
9TH ST
10TH ST
BRACKEN AVE
PROPOSED SPEED HUMP AREA
N

City of Las Vegas Agenda Item No.: **59.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 5, 2010

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: MARK R. VINCENT ☐ **Consent** ☒ **Discussion**

SUBJECT:
RESOLUTIONS:

R-28-2010 - Discussion and possible action regarding a Resolution to seek approval from the Clark County Debt Management Commission to issue one or more installment-purchase agreements in the maximum principal amount of $10,848,804 to finance energy conservation projects - All Wards

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $10,848,804
Funding Source: General Government CPF
Dept./Division: Finance and Business Services

PURPOSE/BACKGROUND:
The City, in accordance with NRS 350.14, requests approval from the Clark County Debt Management Commission to issue one or more installment-purchase agreements not to exceed $10,848,804, which will be used to finance the costs to acquire, improve and equip buildings including energy retrofit and renewable energy projects to existing buildings, street projects and qualified conservation purposes and qualified renewable energy facilities. The installment-purchase agreement will be repaid from legally available funds for a minimum period of 10 years and a maximum period of 20 years, including those based on cost savings generated from the improvements.

RECOMMENDATION:
Staff recommends approval.

BACKUP DOCUMENTATION:
Resolution No. R-28-2010

RESOLUTION NO. R-28-2010

A RESOLUTION CONCERNING THE FINANCING OF ENERGY CONSERVATION AND RENEWABLE ENERBY PROJECTS; DIRECTING THE CITY CLERK TO NOTIFY THE CLARK COUNTY DEBT MANAGEMENT COMMISSION OF THE CITY'S PROPOSAL TO ISSUE AN INSTALLMENT-PURCHASE AGREEMENT FOR THAT PURPOSE; PROVIDING CERTAIN DETAILS IN CONNECTION THEREWITH; AND PROVIDING THE EFFECTIVE DATE HEREOF.

WHEREAS, the City Council (the "Council") of the City of Las Vegas (the "City") in the State of Nevada (the "State") proposes to enter into one or more installment-purchase agreements in the maximum aggregate principal amount of $10,848,700 (the "Obligations") pursuant to NRS 350.087 to 350.095, inclusive, in order to finance all or a portion of the cost to acquire, improve and equip building projects as defined in NRS 268.676, including without limitation, energy retrofit and renewable energy projects to existing buildings, street projects as defined in NRS 268.722, qualified conservation purposes pursuant to Section 54D(f) of the Internal Revenue Code of 1986, as amended (the "Code") and qualified renewable energy facilities pursuant to Section 54C of the Code (collectively, the "Project"); and

WHEREAS, the Council has determined that legally available funds of the City will at least equal the amount required in each year for the payment of interest and principal on the Obligations; and

WHEREAS, the City desires to acquire, construct, equip and improve the Project; and

WHEREAS, the Council proposes to enter into the Obligations with terms of more than 10 years, requiring the Council, pursuant to NRS 350.014, to submit to the Clark County Debt Management Commission (the "Commission") for its approval or disapproval the following proposal:

INSTALLMENT-PURCHASE AGREEMENT PROPOSAL:
Shall the City Council of the City of Las Vegas in the State of Nevada, be authorized to incur an indebtedness on behalf of the City by the issuance at one time, or from time to time, of one or more installment-purchase agreements in the maximum aggregate principal amount of $10,848,700 for the purpose of

financing, wholly or in part, the cost to acquire, improve and equip building projects as defined in NRS 268.676, street projects as defined in NRS 268.722, qualified conservation purposes pursuant to Section 54D(f) of the Internal Revenue Code of 1986, as amended (the "Code") and qualified renewable energy facilities pursuant to Section 54C of the Code, each one or more installment-purchase agreements to mature not less than 10 years and not greater than 20 years from the date each such agreement is entered into, to bear interest at a rate or rates not in excess of the statutory maximum rate in effect at the time the installment-purchase agreements are entered into, the installment-purchase agreements by their terms to be extinguished by failure of the Council to appropriate money for the ensuing fiscal year for payment of the amounts then due, to be payable from legally available funds of the City, to be secured by a security interest in property of the City as provided in NRS 350.800, and to be entered into upon such terms and conditions, and with such other detail as the Council may determine?

(the "Proposal"); and

WHEREAS, subsection 1 of NRS 350.014 provides, in relevant part, as follows:

"1. . . . before entering into an installment-purchase agreement with a term of more than 10 years, the proposed incurrence . . . must receive the favorable vote of two-thirds of the members of the [debt management] commission of each county in which the municipality is situated. . . ."; and

WHEREAS, subsection 1 of NRS 350.0145 provides, in relevant part, as follows:

"1. The governing body of the municipality proposing to . . . enter into an installment-purchase agreement with a term of more than 10 years. . . shall notify the secretary of each appropriate commission, and shall submit a statement of its proposal in sufficient number of copies for each member of the commission."

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

Section 1. This resolution shall be designated as the "2010 Installment-Purchase Agreement DMC Notice Resolution".

Section 2. The Council hereby requests that the Commission consider and approve the Proposal.

Section 3. All actions, proceedings, matters and things heretofore taken, had and done by the Council, and the officers thereof (not inconsistent with the provisions of this resolution) directed toward the Project and the financing thereof be, and the same hereby is, ratified, approved and confirmed.

Section 4. The City Clerk is authorized and directed to notify the Secretary of the Commission of the Proposal, and to submit to said Secretary a statement of the Proposal in sufficient number of copies for each member of the Commission.

Section 5. The Director of Finance and Business Services of the City is authorized and directed, if necessary, to file or amend the statements of current and contemplated debt, the debt management policy and the capital improvement plan of the City in accordance with the provisions of this resolution and NRS 350.013, and to file the statement, policy and plan with the State of Nevada Department of Taxation and the Commission.

Section 6. A public hearing is hereby authorized to be held before the Council on the Obligations. Notice of intention to adopt a resolution authorizing the Obligations and of a hearing thereon shall be given by one publication in a newspaper of general circulation in the City at least 10 days before the hearing in the form of notice below or as modified by the Director of Finance and Business Services of the City:

[Form of Notice of Publication]

NOTICE OF INTENTION TO ACT UPON A RESOLUTION TO AUTHORIZE INSTALLMENT-PURCHASE AGREEMENTS BY THE CITY OF LAS VEGAS, NEVADA

NOTICE is hereby given that the City Council of the City of Las Vegas, Nevada (the "Council" and "City", respectively) will hold a public hearing at a regular meeting to be held on Wednesday, May 19, 2010 at the hour of 9:00 a.m. in the Council Chambers, Las Vegas City Hall Complex, 400 Stewart Avenue, Las Vegas, Nevada, to act upon a resolution authorizing installment-purchase agreements, in one series or more, with a maximum term of 20 years in the maximum principal amount of $10,848,700 to enable the Council to pay all or a portion of the cost to acquire, improve and equip building projects as defined in NRS 268.676, including without limitation, energy retrofit and renewable energy projects to existing buildings, street projects as defined in NRS 268.722, qualified conservation purposes pursuant to Section 54D(f) of the Internal Revenue Code of 1986, as amended (the "Code") and qualified renewable energy facilities pursuant to Section 54C of the Code.

The installment-purchase agreements are not proposed to be repaid in whole or in part by the levy of a tax which tax is exempt from the limitations on taxes ad valorem. The installment-purchase agreements are to be repaid from other legally available funds of the City, including, without limitation, monies in the City's General Fund in the estimated annual amount of $500,000 to $1,250,000 for a minimum period of 10 years and a maximum period of 20 years and other legally available monies, including ad valorem taxes levied within the limitations provided in Chapter 354 of the Nevada Revised Statutes.

The form of the resolution authorizing such installment-purchase agreements, to be considered by the Council after such hearing and other information concerning such installment-purchase agreements and the purpose for which it is proposed to be used, may be examined in the office of the City Clerk, 9:00 a.m. in the Council Chambers, Las Vegas City Hall Complex, 400 Stewart Avenue, Las Vegas, Nevada. All persons are invited to attend and to be heard regarding the proposed action. Prior to the hearing, written comments may be filed with the City Clerk at the aforementioned address.

BY ORDER of the City Council of the City of Las Vegas, Nevada.

DATED this May 5, 2010.

PUBLICATION DATE: May 7, 2010.

/s/ Beverly Bridges
City Clerk

[End of Form of Notice of Publication]

Section 7. The City hereby declares its intent to reimburse the costs of the Project out of the proceeds of the Obligations. This is a declaration of official intent under Section 1.150-2 of the Regulations promulgated under the Internal Revenue Code of 1986, as amended.

Section 8. In order to permit such reimbursement, the Council hereby determines and declares that:

(a) The City intends to incur expenditures with respect to the Project prior to the issuance of the Obligations and to reimburse those expenditures from the proceeds of the Obligations; and

(b) the maximum principal amount of the Obligations expected to be used to reimburse such expenditures is $10,848,700; and

(c) The payment of costs related to the Project and the reimbursement of such costs from the proceeds of the Obligations is consistent with the City's budgetary and financial circumstances as of the date of this resolution. The City does not currently have moneys which are, nor does the City reasonably expect moneys to be, allocated on a long-term basis, reserved or otherwise available pursuant to the City's budget to pay the expenditures which the City intends to reimburse.

Section 9. All resolutions, or parts thereof, in conflict with the provisions of this resolution, are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any resolution, or part thereof, heretofore repealed.

Section 10. If any section, paragraph, clause or other provision of this resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or other provision shall not affect any of the remaining provisions of this resolution.

Section 11. This resolution shall become effective and be in force immediately upon its adoption.

PASSED AND ADOPTED this May 5, 2010.

(SEAL)

Mayor
City of Las Vegas, Nevada

Attest:

City Clerk

Approved as to form:

J. Pankiewicz 4/21/10
Deputy City Attorney

STATE OF NEVADA)
)
CITY OF LAS VEGAS)

I, Beverly K. Bridges, the duly chosen and qualified City Clerk of Las Vegas, Nevada (the "City"), do hereby certify:

1. The foregoing pages constitute a true, correct, complete and compared copy of a resolution adopted by the City Council (the "Council") at a meeting held on May 5, 2010.

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 Council as follows:

Those Voting Aye:	
Mayor:	Oscar B. Goodman
Council members:	Stavros S. Anthony
	Ricki Y. Barlow
	Gary Reese
	Steven D. Ross
	Lois Tarkanian
	Steve Wolfson
Those Voting Nay:	_____
Those Absent:	_____

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 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 Council were given due and proper notice of the meeting. Pursuant to Nevada Revised Statues ("NRS") 241.020, written notice of the meeting was given not later than 9:00 a.m. on the third working days 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 on the City's website, at the principal office of the Council, or if there is no principal office, at the building in which the

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

(i) Court Clerk's Office Bulletin Board
City Hall Plaza
Las Vegas, Nevada;

(ii) City Hall Plaza
Special Outside Posting Bulletin Board
Las Vegas, Nevada;

(iii) Las Vegas Library
833 Las Vegas Boulevard North
Las Vegas, Nevada;

(iv) Clark County Government Center
500 S. Grand Central Parkway
Las Vegas, Nevada; and

(v) Grant Sawyer Building
555 E. Washington Avenue
Las Vegas, Nevada.

and

(b) Prior to 9:00 a.m. at least 3 working days before such meeting, such notice was mailed to each person, if any, who has requested notices of meetings of the Council in compliance with NRS 241.020(3)(b) by United States Mail, or if feasible and agreed to by the requestor, by electronic mail.

5. Upon request, the 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 Council for an item on the agenda, except for certain confidential materials and materials pertaining to closed meetings, as provided by law.

6. A copy of such notice so given of the meeting of the Council on May 5, 2010 is attached to this certificate as Exhibit A.

IN WITNESS WHEREOF, I have hereunto set my hand this May 5, 2010.

_____

City Clerk

EXHIBIT A

(Attach Copy of Notice of Meeting held May 5, 2010)

City of Las Vegas Agenda Item No.: **60.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 5, 2010

DEPARTMENT: OFFICE OF BUSINESS DEVELOPMENT
DIRECTOR: BILL ARENT ☐ **Consent** ☒ **Discussion**

SUBJECT:
RESOLUTIONS:

R-29-2010 - Discussion and possible action regarding a Resolution consenting to the undertakings of the City of Las Vegas Redevelopment Agency (RDA) in connection with the Commercial Visual Improvement Program (CVIP) Agreement between the RDA and Decar Enterprises, LLC, located at 1205 South Las Vegas Boulevard (APN 162-03-112-027) to be in compliance with and in furtherance of the goals and objectives of the RDA - Ward 3 (Reese) [NOTE: This item is related to RDA Item 4 (RA-6-2010)]

Fiscal Impact

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

PURPOSE/BACKGROUND:
This is a related item to discussion and possible action regarding assisting Decar Enterprises, LLC, with the cost of renovations to an existing neon sign and other exterior improvements on the property located at 1205 South Las Vegas Boulevard. Approval will adopt findings that the CVIP Agreement is in compliance with and in furtherance of the goals and objectives of the RDA and the Redevelopment Plan.

RECOMMENDATION:
Approval.

BACKUP DOCUMENTATION:
1. Resolution No. R-29-2010
2. Before Photos and After Rendering
3. Site Map

RESOLUTION NO. R-29-2010

RESOLUTION CONSENTING TO CERTAIN UNDERTAKINGS OF THE CITY OF LAS VEGAS REDEVELOPMENT AGENCY IN CONNECTION WITH THE COMMERCIAL VIP AGREEMENT ("CVIP") BETWEEN THE CITY OF LAS VEGAS REDEVELOPMENT AGENCY ("AGENCY") AND DECAR ENTERPRISES, LLC ("PARTICIPANT") FOR THE PROJECT CONCERNING THE DEVELOPMENT OF IMPROVEMENTS TO REAL PROPERTY DESCRIBED AS APN 162-03-112-027

WHEREAS, the City of Las Vegas Redevelopment Agency (the "Agency") adopted on March 5, 1986, that plan of redevelopment entitled, to-wit: the Redevelopment Plan for the Downtown Las Vegas Redevelopment Area pursuant to Ordinance 3218, which Redevelopment Plan has been subsequently amended on February 3, 1988, by Ordinance 3339; April 11, 1992, by Ordinance 3637, on November 4, 1996, by Ordinance 4036, on December 17, 2003, by Ordinance 5652 and on May 17, 2006, by Ordinance 5830 (the "Redevelopment Plan"); and

WHEREAS, the Redevelopment Plan identifies and designates an area within the corporate boundaries of the City of Las Vegas (the "Redevelopment Area") as in need of redevelopment in order to eliminate the environmental deficiencies and blight existing therein; and

WHEREAS, the Agency approved on October 20, 2004 the form for the Commercial VIP Agreement, the Commercial VIP Affidavit, and the Commercial VIP Program Manual, in order to provide funding to owners of commercial properties located within the Redevelopment Area for the purpose of making improvements to the exterior of such commercial properties and/or for the development of a vacant parcel with a new commercial building; and;

WHEREAS, DECAR ENTERPRISES, LLC (the "PARTICIPANT") is the owner of real property and improvements located at 1205 SOUTH LAS VEGAS

BOULEVARD, and which parcel is commonly known as APN 162-03-112-027 (the "Site"); and

WHEREAS, DECAR ENTERPRISES, LLC (the "PARTICIPANT") is the owner of the real property located at 1205 SOUTH LAS VEGAS BOULEVARD and is undertaking certain exterior improvements to the property or the redevelopment of an underdeveloped property in accordance with the Commercial VIP Program;

WHEREAS, the City Council of the City of Las Vegas has considered the findings that the development of improvements to a building, facilities, structures or other improvements to be located at the Site are of benefit to the Redevelopment Area or the immediate neighborhood in which the Redevelopment Area is located; and

WHEREAS, the City Council of the City of Las Vegas has considered the findings that no other reasonable means of financing the building, facilities or structures or other improvements on the Site are available; and

WHEREAS, the City Council of the City of Las Vegas has considered the undertakings of the Agency in connection with the Commercial VIP Agreement (the "Agreement" and attached hereto as Exhibit A), which provides for the contribution of funds to DECAR ENTERPRISES, LLC for making physical, visual improvements to the building or property located on the Site, all as more fully set forth in the Agreement.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the City Council of the City of Las Vegas hereby finds and determines that the development of building, facilities, structures or other improvements on the Site are of benefit to the Redevelopment Area or the immediate neighborhood in which the Redevelopment Area is located; and

RESOLVED FURTHER, that the City Council of the City of Las Vegas hereby finds and determines there are no reasonable means of financing those building, facilities, structural or other improvements on the Site; and

RESOLVED FURTHER, that the City Council of the City of Las Vegas hereby consents to the undertakings of the Agency in connection with the Agreement with the "Participant" for the Project concerning the development on the Site.

THE FOREGOING RESOLUTION was passed, adopted and approved this _____ day of _____, 2010.

CITY OF LAS VEGAS

By_____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
CITY CLERK

APPROVED AS TO FORM:

_____
4-19-10 Date

EXHIBIT A

CITY OF LAS VEGAS REDEVELOPMENT AGENCY
COMMERCIAL VISUAL IMPROVEMENT AGREEMENT
AND GRANT OF FACADE EASEMENT

THIS COMMERCIAL VISUAL IMPROVEMENT AGREEMENT AND GRANT OF FAÇADE EASEMENT (the "Agreement") is entered into this _____ day of _____, 2010, by and between the CITY OF LAS VEGAS REDEVELOPMENT AGENCY, a public body in the State of Nevada (hereinafter referred to as the "Agency") and DECAR ENTERPRISES, LLC. ("Owner")

Recitals

WHEREAS, the City of Las Vegas Redevelopment Agency ("Agency") administers and funds and is funded by the Agency for the purposes of improving the physical appearance of, and encouraging reinvestment in existing commercial structures; and

WHEREAS, in furtherance of the Redevelopment Plan (the "Redevelopment Plan") for the City of Las Vegas Redevelopment Area (the "Redevelopment Area"), the Agency approved a Commercial Visual Improvement Program (the "Commercial VIP") for the purpose of assisting property owners and their tenants in the rehabilitation of their buildings in order to revitalize and promote the economic stability of the Redevelopment Area; and

WHEREAS, pursuant to the implementation of the Commercial VIP, the Agency wishes to acquire an easement in gross on and upon the exterior walls of buildings (the "Facade Easement"), and a maintenance agreement for the Façade Easement Area (the "Building Façade Maintenance Agreement") located on that certain property, as more particularly described in the "Legal Description of the Site", attached hereto as Attachment " 1 " and incorporated herein, subject to the Owner's agreement to rehabilitate and improve the exterior walls and faces of the buildings on the Property, as described hereafter, in accordance with this Agreement and the Commercial VIP Guidelines (the "CVIP Guidelines"), incorporated herein by reference. The Property is located within or is contiguous to the boundaries of the redevelopment area; and

WHEREAS, in consideration for the acquisition of the Façade Easement, the Agency shall reimburse the Owner for any Pre-approved Qualified Exterior Improvements to a maximum of $50,000 and the Owner has provided a 100% matching cash contribution to the Agency's participation to ensure that a Owner has a vested interest in the completion of its site improvements and to ensure a high leveraging of public resources and such improvements are significant in character, as determined by the Agency; and

WHEREAS, the Owner desires to participate in the Commercial VIP pursuant to the terms and provisions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, the AGENCY and OWNER do hereby agree as follows:

SECTION 1: SCOPE OF AGREEMENT. The purpose of this agreement is to effectuate the Redevelopment Plan by contributing funds to that certain property, as more particularly described in the "Legal Description of the Site," attached hereto as Attachment " 1 " and incorporated herein by reference (the "Property" or "Site"). Implementation of this Agreement will further the goals and objectives of the Redevelopment Plan. This Agreement is subject to the provisions of the Redevelopment Plan which the City Council of the City of Las Vegas adopted on March 5, 1986, by Ordinance No. 3218, as amended.

Said Redevelopment Plan, as it now exists and as it may be subsequently amended, is incorporated herein by reference and made a part hereof as though fully set forth herein.

SECTION 2: PARTIES TO THE AGREEMENT. The Agency is a public body, corporate and politic, exercising governmental functions and powers, and organized and existing under the Community Redevelopment Law of the State of Nevada (NRS 279.382, et seq.). The principal office of the Agency is located at 400 Stewart Avenue, Las Vegas, Nevada, 89101. "Agency", as used in this Agreement, includes the City of Las Vegas Redevelopment Agency and any assignee of or successor to its rights, powers and responsibilities. The Owner warrants it has a valid and binding fee simple interest in (as defined hereinafter), the Site. Such ownership is demonstrated by Attachment " 2 ", "Proof of Ownership or Leasehold Interest", which is attached hereto and is incorporated herein by reference. "Owner", as used in this Agreement, includes not only the Owner as identified in the opening paragraph of this Agreement, but also any assignee of, or successor to, its rights, powers and responsibilities. The Agency and the Owner individually may be referred to as "party" or collectively as "parties" hereinafter.

SECTION 3: GRANT OF FAÇADE EASEMENT AND MAINTENANCE AGREEMENT. The Owner agrees to grant and convey and the Agency agrees to acquire and accept conveyance of a nonexclusive easement in gross (the "Facade Easement") on and upon that certain area described in Exhibit A of Attachment " 2 ", attached hereto and incorporated herein (the "Facade Easement Area"), subject to the following conditions:

a. The purchase price for the Facade Easement shall be an amount up to one hundred percent (100%) of the façade improvements, with a not to exceed maximum of fifty thousand dollars **($50,000.00)** for "Pre-approved Qualified Exterior Improvements". Pre-approved Qualified Exterior Improvements which shall be considered for reimbursement includes the following: painting, cleaning, tuck pointing, façade repair/replacement, window repair/replacement, doorways, lighting, new or substantially rehabilitated signage, window tinting, new or replacement awnings, permanent landscaping, parking lots, and rear access renovations. All Pre-approved Qualified Exterior Improvements must be seen from the public right-of-way. The final purchase price will be determined when the project improvements are completed and Owner has submitted paid invoices from contractor(s) to the Agency.

b. Owner shall have provided Agency with all the documents required for participation in the CVIP, as set forth in the CVIP Guidelines in a form acceptable to and approved by the Agency, including without limitation an executed Facade Easement Deed, in substantially the form attached hereto as Attachment " 3 " and a Building Façade Maintenance Agreement, in substantially the form attached hereto as Attachment " 4 ".

c. Agency shall pay Owner the Purchase Price within forty-five (45) days after submission of paid invoices by Owner for the Project improvements, as defined in Section 5, and inspection and approval of such Improvements, in accordance with the CVIP Guidelines.

d. The Agency shall cause the Facade Easement Deed and the Building Façade Maintenance Agreement to be recorded against the Property promptly after completion of the Project improvements and upon payment of the Purchase Price by the Agency to the Owner. The Facade Easement and the Building Façade Maintenance Agreement shall commence upon such recordation and shall terminate on the date five (5) years thereafter.

e. Owner hereby agrees to maintain the Property, including without limitation the Facade Easement Area and the Project improvements to be constructed thereon, in accordance with the maintenance provisions set forth in the Building Façade Maintenance Agreement,

Attachment " 4 " attached hereto. Owner agrees that all material future changes to the exterior surfacing of the building(s) on the Property, including the Facade Easement Area, shall be subject to the approval of the Agency, which approval shall not be unreasonably withheld. No painting or exterior surfacing which, in the opinion and judgment of Agency, are inharmonious with the general surroundings shall be used on the exterior of any buildings now or to be located on the Property. This covenant shall run with the land for a period of five (5) years from the date the Facade Easement Deed is recorded against the Property. Owner shall be in default of this Agreement if Owner breaches any of the obligations under this Section 3 or Attachment " 4 ".

f. The Agency shall not use or exercise any right granted by the Facade Easement or do anything in a manner that will damage or impair the Facade Easement Area or the structural integrity of the building.

SECTION 4: OWNER'S REPURCHASE OPTION. The Agency hereby grants the option to repurchase the Facade Easement (the "Option") from the Agency pursuant to the following terms and conditions:

a. Option Term. The term of the Option (the "Option Term" or "Option") shall commence upon recordation of the Facade Easement Deed and shall continue until the termination date of the Facade Easement. In order to exercise the Option, the Owner and/or Tenant must give sixty (60) days written notice to the Agency that it wishes to exercise the Option.

b. Repurchase Price. If the Owner exercises the Option, the Agency agrees to sell and the Owner agrees to repurchase the Facade Easement in an amount equal to the unamortized portion of the Purchase Price amortized on a straight-line basis over five (5) years. The Amortization Schedule is set out in Exhibit C of Attachment " 3 ", attached hereto and incorporated herein (the "Amortization Schedule").

c. Title, Escrow and Closing Costs. The Owner shall each all title, escrow and closing costs and fees associated with the repurchase of the Facade Easement. The Owner and/or Tenant shall execute such documents and take such actions as may be necessary to effectuate such repurchase.

d. The Owner's right to this Option and the terms and conditions of this Option shall be contained in the Facade Easement Deed to be recorded on the Property.

SECTION 5: IMPROVEMENTS TO THE SITE AND PROJECT BUDGET. The Owner shall make improvements to the Site, or to the buildings, fixtures or appurtenances thereon, according to the Scope of Work and Tentative Schedule of Improvements, which is attached hereto as Attachment " 5 " and by this reference is made a part hereof. The Scope of Work and Tentative Schedule of Improvements shall provide a line item budget, acceptable to the Agency, for all work to be performed. Within 30 days of execution of this Agreement by the Agency, Owner agrees to commence, or cause the commencement of, rehabilitation and improvement of the Site, including the Façade Easement Area, pursuant to the plans and other documents submitted by Owner and approved by Agency in accordance with the CVIP Guidelines. Owner shall complete the improvements within 120 days of commencement of work. Additional time may be given upon approval of the Agency, which approval shall not be unreasonably withheld. The improvements to the Site also shall be referred to as the "Project" or "Improvements" hereinafter. The Agency shall maintain a right of access to the Site, provided that the Agency gives the Owner a minimum of twenty-four (24) hours written, advance notice prior to entering the Site.

SECTION 6: CONTRACTOR SELECTION REQUIREMENTS. If the Project exceeds $10,000, then the Owner in compliance with NRS 279.478 must obtain three (3) or more competitive bids from properly licensed contractors. If the Owner is unable to obtain (3) or more competitive bids, the Owner shall provide the Agency, upon request, with documentation detailing when and which licensed contractor(s) were contacted.

SECTION 7: DESIGN REVIEW COMMITTEE. For reviewing the architectural and engineering design of the Project, the Agency has appointed a Design Review Committee comprised of one or more staff members from the following City of Las Vegas municipal departments: Office of Business Development; Planning and Development Department; Land Development, Public Works; Development Coordination, Public Works; and City of Las Vegas Department of Building & Safety. At its discretion, the Agency may solicit input from additional City staff depending on the individual needs of the Project. The Design Review Committee shall meet on an ad hoc basis. The Design Review Committee shall recommend approval or disapproval of the Project Scope of Work. If the Project is disapproved, the Agency shall retain the right to ask the Owner to make changes to the proposed Scope of Work.

SECTION 8: COMPLIANCE WITH APPLICABLE DEVELOPMENT STANDARDS. The Owner must comply with all development standards applicable to the Scope of Work, including but not limited to, the Zoning Code of the City of Las Vegas, the Building Code of the City of Las Vegas, and the Fire Code of the City of Las Vegas. Additional development standards may apply depending on the specific location of the Site.

SECTION 9: FAILURE TO COMPLETE WORK. If the contractor selected by the Owner fails to complete all of the work specified in the Scope of Work, then the Agency may pursue any and all legal and equitable remedies available under this Agreement, as more specifically described in Section 13 hereinafter.

SECTION 10: UNRELATED IMPROVEMENTS. Nothing herein is intended to limit, restrict or prohibit the Owner from undertaking any other work in or about the subject premises which is unrelated to Commercial VIP provided for in this Agreement.

SECTION 11: COMPLIANCE WITH THE REDEVELOPMENT PLAN AND EMPLOYMENT PLAN. The Agency finds that the Project as contemplated by this Agreement complies with the Commercial VIP Guidelines and therefore would be deemed a substantial benefit to the Redevelopment Area. The Agency finds that the Project, upon completion, would achieve one or more of the following:

1. Encourage new commercial development;
2. Create or retain jobs for nearby residents;
3. Increase local revenues from private revenue sources;
4. Increase levels of human activity in the Redevelopment Area;
5. Possess attributes that are unique, either as to type of use or level of quality and design;
6. Require for their construction, installation or operation the use of qualified and trained labor; or
7. Demonstrate greater social or financial benefits to the community that would a similar set of buildings, facilities, structures or other improvements not paid for by the Agency.

The Agency has also considered the opinions of persons who reside in the Redevelopment Area or the immediate vicinity of the Redevelopment Area. In addition, the Agency has compared the level of spending proposed by the Agency and the projections of future revenue made on the buildings, facilities, structures or other improvements.

The Owner has declared that no other reasonable means of financing are available to undertake the improvements to the Property because the return on investment is not reasonable and the improvements

are being financed through cash on hand and/or debt financing through a private lender. Furthermore, the Owner would not undertake the full set of improvements contemplated in the Agreement through resources reasonably available to the Owner pursuant to the Participant Affidavit and Employment Plan, attached hereto as Attachment " 7 " and by this reference made a part hereof.

The Owner has also declared and provided the Agency with an Employment Plan, which is attached hereto as Attachment " 7 " and by this reference is made a part hereof. The Owner, for itself and its successors and assigns, represents that in the construction of improvements on the Site provided for in this Agreement, the Owner shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, marital status, ancestry or national origin.

SECTION 12: CONFLICTS OF INTEREST AND DISCLOSURE REQUIREMENTS. No member, official or employee of the Agency shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his personal interests or the interests of any corporation, partnership or association in which he is directly or indirectly interested. The Owner warrants that it has not paid or given, and will not pay or give, any third party any money or other consideration for obtaining this Agreement. No member, official or employee of the Agency shall be personally liable to the Owner in the event of any default or breach by the Agency or for any amount which may become due to the Owner or on any obligations under the terms of this Agreement. Pursuant to Resolution RA-4-99 adopted by the governing board of the Agency effective October 1, 1999, Owner warrants that it has disclosed, on the Disclosure of Principals form attached hereto as Attachment " 6 " and incorporated herein by reference, all persons and entities holding more than 1% (one percent) interest in Owner or any principal member of Owner. Throughout the term hereof, Owner shall notify City in writing of any material change in the above disclosure within 15 (fifteen) days of any such change.

SECTION 13: DEFAULTS AND REMEDIES. Failure or delay by either party to perform any term or provision of this Agreement constitutes a default under this Agreement. The nondefaulting party shall notify the defaulting party that a default exists and that the defaulting party must cure same within thirty (30) days of receipt of the notice of default. The party who so fails or delays must immediately commence to cure, correct or remedy such failure or delay, and shall complete such cure, correction or remedy with reasonable diligence and during any period of curing shall not be in default. In addition to any other rights or remedies, either party may institute legal action to cure, correct or remedy any default, to recover damages for any default or to obtain any other remedy consistent with the purpose of this Agreement. Such legal actions must be instituted in the District Court, County of Clark State of Nevada, in any other appropriate court in that county, or in the Federal District Court in the appropriate district of Nevada. The nondefaulting party may also, at its option, cure the breach and sue in any court of proper jurisdiction to collect the reasonable costs incurred by virtue of curing or correcting the defaulting party's breach. Further, the nondefaulting party may file legal action to require the defaulting party to specifically perform the terms and conditions of this Agreement. Upon occurrence of an Event of Default by either the Owner or the Agency during the existence of this Agreement, the non-defaulting party, at its option, may institute an action for specific performance of the terms and obligations (including the payment of any monetary obligation) of this Agreement. During the existence of this Agreement and upon the occurrence of a Owner Event of Default, the Agency shall have the right to terminate, and this Agreement shall so terminate, the date that the written notice of termination is received by the Owner or such other date as may be specified in the written notice. In the event of termination of this Agreement by the Agency, the Owner agrees to return any and all Agency Funds heretofore paid to the Owner pursuant to the provisions of this Agreement within ten (10) calendar days after the termination date. Failure to return any and all Agency Funds paid to the Owner shall entitle the Agency to sue the Owner for specific performance as provided in this Section and to pursue the Agency's remedies, legal and equitable, for such damages as permitted by law.

SECTION 14: SUBSEQUENT AGENCY APPROVALS. Any approvals of the Agency required and permitted by the terms of this Agreement may be given by the Executive Director of the Agency or such other person that the Agency designates in writing.

SECTION 15: TERM. The term of this Agreement shall end upon the completion of all duties and obligations to be performed by each of the parties hereto.

SECTION 16: 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.

SECTION 17: GOVERNING LAW. The interpretation and enforcement of this Agreement shall be governed in all respects by the laws of the State of Nevada.

SECTION 18: NOTICES. Notices shall be in writing and shall be given by personal delivery, by deposit in the United States mail, certified mail, return receipt requested, postage prepaid, or by express delivery service, freight prepaid, in each case by delivery to the Owner and the Agency at the addresses set forth in this Agreement or at such other address as a party may designate in writing. The date notice given shall be the date on which the notice is delivered, if notice is given by personal deliver, or five (5) calendar days after the date of deposit in the mail or with an express delivery service, if the notice is sent through the United States mail.

SECTION 19: 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.

SECTION 20: ENTIRE AGREEMENT, WAIVERS AND AMENDMENTS. This Agreement is executed in three duplicate originals, each of which is deemed to be an original. This includes Attachment " 1 " through Attachment " 7 " inclusive, 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 Agency and the Owner 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 Agency and the Owner.

SECTION 21: TIME FOR AGENCY TO ACCEPT AGREEMENT. This Agreement has been approved on _____, 2010 by the City of Las Vegas Redevelopment Agency. The effective date of this Agreement shall be the date when this Agreement has been signed by the Agency ("Effective Date").

Date of Agency Approval:

_____, 2010

CITY OF LAS VEGAS REDEVELOPMENT AGENCY

By: _____
OSCAR B. GOODMAN, CHAIRMAN
"Agency"

APPROVED AS TO FORM:

_____
Counsel to the Agency Date
Print Name - _____

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
Secretary

DECAR ENTERPRISED, LLC

By: _____
RON POKRYWKA
Its: MANAGING MEMBER

LIST OF ATTACHMENTS

ATTACHMENT " 1 "	LEGAL DESCRIPTION OF THE PROPERTY
ATTACHMENT " 2 "	PROOF OF OWNERSHIP OR LEASEHOLD INTEREST
ATTACHMENT " 3 "	FORM OF FAÇADE EASEMENT DEED
ATTACHMENT " 4 "	FORM OF BUILDING FAÇADE MAINTENANCE AGREEMENT
ATTACHMENT " 5 "	SCOPE OF WORK AND TENTATIVE SCHEDULE OF IMPROVEMENTS
ATTACHMENT " 6 "	DISCLOSURE OF PRINCIPALS
ATTACHMENT " 7 "	PARTICIPANT AFFIDAVIT & EMPLOYMENT PLAN

ATTACHMENT 1

LEGAL DESCRIPTION OF THE PROPERTY

PARCEL ONE (1):

That portion of lot "K" of PARK PLACE ADDITION TO CITY OF LAS VEGAS, as shown by map thereof on file in Book 1 of Plats, Page 48, in the Office of the County Recorder of Clark County, Nevada, described as follows: Beginning at a point 145 feet South 27° 45' West from the Northwest corner of said Lot "K";

THENCE South 27° 45' West 140 feet, fronting on Fifth Street;

THENCE North 89° 10' East 260 feet;

THENCE North 2° 20' East 122 feet 10 inches;

THENCE South 89° 30' West 201 feet 6 inches to the Point of Beginning.

EXCEPTING THEREFROM those portions conveyed to the City of Las Vegas in a Deed recorded December 6, 1984 in Book 2032, Instrument No. 19911353 of Official Records, Clark County, Nevada Records.

ATTACHMENT 2
PROOF OF OWNERSHIP OR LEASEHOLD INTEREST

T

GRANT, BARGAIN, SALE DEED 01399

$ 6,250.00

ATTACHMENT 2

THIS INDENTURE WITNESSETH: That Thunderbird Hotel Management Corporation, A Nevada Corporation

in consideration of $ 1.00 & or other / valuable consideration the receipt of which is hereby acknowledged, do hereby Grant, Bargain, Sell and Convey to

Decar Enterprises, LLC, a Nevada Limited Liability Company

all that real property situate in the County of Clark

State of Nevada, bounded and described as follows

PARCEL ONE (1):

That portion of Lot "K" of PARK PLACE ADDITION TO CITY OF LAS VEGAS, as shown by map thereof on file in Book 1 of Plats, Page 48, in the Office of the County Recorder of Clark County, Nevada, described as follows: Beginning at a point 145 feet South 27° 45' West from the Northwest corner of said Lot "K";

THENCE South 27° 45' West 140 feet, fronting on Fifth Street;

THENCE North 89° 10' East 260 feet;

THENCE North 2° 20' East 122 feet 10 inches;

THENCE South 89° 30' West 201 feet 6 inches to the Point of Beginning.

EXCEPTING THEREFROM those portions conveyed to the City of Las Vegas in a Deed recorded December 6, 1984 in Book 2032, Instrument No. 1991353 of Official Records, Clark County, Nevada Records.

SUBJECT TO: 1. Taxes for the fiscal year 2000 - 2001

2. Reservations, restrictions and conditions if any; rights of way and easements of record or actually existing in said premises

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining

Witness _____ hand _____ this _____ day of _____

THUNDERBIRD HOTEL MANAGEMENT CORPORATION

BY: _____
DOUGLAS DASILVA ,

STATE OF NEVADA }
County of Clark } ss.

On June 27, 2000 personally appeared before me, a Notary Public.

Douglas Dasilva

known (or proved) to me to be the person who executed the foregoing instrument and who acknowledged that he executed the above instrument.

WITNESS my hand and official seal.

Barbara A. Shanks
Notary Public in and for said County and State

BARBARA A. SHANKS
NOTARY PUBLIC – STATE OF NEVADA
CLARK COUNTY
97-1114-1 My Appt. Expires February 13, 2001

ESCROW NO. }
ORDER NO. } 00-05-0031BAS

WHEN RECORDED MAIL TO: Decar Enterprises, LLC
1605 Franklin , Las Vegas, NV 89104

SPACE BELOW FOR RECORDER'S USE ONLY

CLARK COUNTY, NEVADA
JUDITH A. VANDEVER, RECORDER
RECORDED AT REQUEST OF:
NATIONAL TITLE COMPANY

07-07-2000 15:29 JYB 1
OFFICIAL RECORDS
BOOK: 20000707 INST: 01399

FEE: 7.00 RPTT: 6,250.00

DORN PRINTING INC.—(702) 734-0664

EXHIBIT A
of Attachment 2

DESCRIPTION OF THE FAÇADE EASEMENT AREA

Facade Easement Area: The area consisting of the westerly building face adjoining the South Las Vegas Boulevard right-of-way and the northerly, southerly and easterly boundaries of the property, as described in *"Attachment 1 – Legal Description of the Property"* and other public areas, including all exterior wall planes, window, doors, fascias, awnings, signage areas and other architectural projections.

The Façade Easement granted herein shall terminate five (5) years from the date of execution of the recordation of this Façade Easement Deed without further action upon the City of Las Vegas Redevelopment Agency.

ATTACHMENT 3

FORM OF FACADE EASEMENT DEED

RECORDING REQUESTED BY
CITY OF LAS VEGAS
REDEVELOPMENT AGENCY

AND WHEN RECORDED RETURN TO:

City of Las Vegas Redevelopment Agency
400 Stewart Avenue, 2nd Floor
Las Vegas, NV 89101
ATTN: Operations Officer
APN: 162-03-112-027

FACADE EASEMENT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, DECAR ENTERPRISES, LLC ("Grantor"), does hereby grant to the CITY OF LAS VEGAS REDEVELOPMENT AGENCY, a public body, corporate and politic ("Grantee"), a nonexclusive facade easement (the "Facade Easement") in gross on and upon a portion of the real property described in Exhibit A, attached hereto and incorporated herein by this reference (the "Property"). The precise description of the area of the facade easement is described in Exhibit B attached hereto and incorporated hereby by reference (the "Facade Easement Area").

1. Grantee is responsible for carrying out the Redevelopment Plan for the City of Las Vegas Redevelopment Area (the "Redevelopment Area"). In furtherance of the Redevelopment Plan, Grantor and Grantee entered into a Commercial Visual Improvement Agreement and Grant of Facade Easement dated _____ (the "CVIP Agreement") which required the Grantor to improve the facades(s) of the building(s) on the Property in accordance with the CVIP Agreement and Grantee's Commercial Visual Improvement Guidelines.

2. Grantor shall maintain the Property and the Facade Easement Area in accordance with the Facade Easement Agreement, including without limitation, the provisions set forth in the Building Façade Maintenance Agreement, recorded against the Property by separate instrument. Grantor agrees that all material future changes to the exterior surface of the facades of the building that has been improved on the Property shall be subject to the approval of the Grantee, which approval shall not be unreasonably withheld. This covenant shall run with the land until five (5) years from the date this Facade Easement Deed is recorded against the Property.

3. Grantee may use the Facade Easement for the purpose of ensuring the repair and maintenance of the Facade Easement Area, including the Facade Improvements to be constructed thereon, in accordance with the Facade Easement Agreement.

4. The Facade Easement shall include ancillary rights of ingress and egress over any portion of the Property that is necessary in order to repair and maintain the Facade Improvements located on and within the Facade Easement Area.

5. Grantor covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, ancestry, age, sexual preference, physical handicap or medical condition in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall Grantor or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land.

6. The Grantee shall not use or exercise any right granted by the Facade Easement or do anything in a manner that will damage or impair the Facade Easement Area or the structural integrity of the building.

7. In the event of a violation of this Agreement by Grantor, the Grantee may, following reasonable notice to Grantor and after allowing thirty (30) days to correct said violation, institute a suit to enjoin such violation and to require the restoration of the Facade Improvements to their prior condition. In the alternative, the Grantee may enter upon the Property, correct any such violation and hold the Grantor and, his or her heirs, successors and assigns, responsible for the costs thereof in accordance with the Facade Easement Agreement and Building Facade Maintenance Agreement.

8. The Facade Easement granted herein shall terminate on the date which is five (5) years from the date of recordation of this Facade Easement Deed.

9. Grantor shall have the option to repurchase the Facade Easement granted herein (the "Option") from the Grantee pursuant to the terms and conditions set forth hereunder.

a. Option Term. The term of the Option (the "Option Term") shall commence thirty (30) days after recordation of the Facade Easement Deed and shall continue until five (5) years from the date of the recordation of this Façade Easement Deed. In order to exercise the Option, the Grantor must give sixty (60) days written notice to the Grantee that it wishes to exercise the Option.

b. Repurchase Price. If the Grantor exercises the Option, the Grantee agrees to sell and the Grantor agrees to repurchase the Facade Easement in an amount equal to the unamortized portion of the Purchase Price amortized on a straight-line basis

over five (5) years. The Amortization Schedule is set out in Exhibit C, attached hereto and incorporated herein (the "Amortization Schedule").

c. Title, Escrow and Closing Costs. The Owner shall pay for all title, escrow and closing costs and fees associated with the repurchase of the Facade Easement. The Owner and Agency shall cooperate in good faith and execute such documents and take such actions as may be necessary to effectuate such repurchase.

10. The obligations and benefits imposed and granted in this Facade Easement Deed shall be binding on Grantor and all successor owners of the Property and inure to the benefit of the Grantee, its successors and assigns and are intended to run with the land.

11. The provisions of this Facade Easement Deed may be amended or terminated in full only by a written agreement between the Grantor and Grantee.

12. Nothing contained in this Facade Easement Deed shall be deemed to be a gift or dedication of any portion of Property to the general public or for the general public for any public purpose whatsoever, it being the intention of the parties to this Facade Easement Deed that the Facade Easement shall be strictly limited to and for the purposes expressed in this Facade Easement Deed.

13. This declaration shall be governed by and construed in accordance with the laws of the State of Nevada.

14. The Facade Easement granted herein shall be binding on and inure to the benefit of the successors and assigns of the parties and are intended to bind and burden the Property described in Exhibit A.

...

...

...

IN WITNESS WHEREOF, Grantor has executed this Facade Easement Deed as of this _____ day of _____, _____.

DECAR ENTERPRISES, LLC

By:_____
RON POKRYWKA

Its: MANAGING MEMBER
"GRANTOR"

ACCEPTED AND AGREED TO:

CITY OF LAS VEGAS REDEVELOPMENT AGENCY

By:_____
OSCAR B. GOODMAN

Its: CHAIRMAN
"GRANTEE"

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
Secretary

APPROVED AS TO FORM

_____
Counsel to the Agency Date

PRINT NAME

ACKNOWLEDGMENTS

STATE OF NEVADA)
)ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on the ____ day of _____, 2010 by RON POKRYWKA as MANAGING MEMBER.

_____
Notary Public in and for said County and State

STATE OF NEVADA)
)ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on the ____ day of _____, 2010 by Oscar B. Goodman as Chairman of the City of Las Vegas Redevelopment Agency.

_____
Notary Public in and for said County and State

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

PARCEL ONE (1):

That portion of lot "K" of PARK PLACE ADDITION TO CITY OF LAS VEGAS, as shown by map thereof on file in Book 1 of Plats, Page 48, in the Office of the County Recorder of Clark County, Nevada, described as follows: Beginning at a point 145 feet South 27° 45' West from the Northwest corner of said Lot "K";

THENCE South 27° 45' West 140 feet, fronting on Fifth Street;

THENCE North 89° 10' East 260 feet;

THENCE North 2° 20' East 122 feet 10 inches;

THENCE South 89° 30' West 201 feet 6 inches to the Point of Beginning.

EXCEPTING THEREFROM those portions conveyed to the City of Las Vegas in a Deed recorded December 6, 1984 in Book 2032, Instrument No. 19911353 of Official Records, Clark County, Nevada Records.

EXHIBIT B

DESCRIPTION OF THE FACADE EASEMENT AREA

Facade Easement Area: The area consisting of the westerly building face adjoining the South Las Vegas Boulevard right-of-way and the northerly, southerly and easterly boundaries of the property, as described in *"Attachment 1 – Legal Description of the Property"* and other public areas, including all exterior wall planes, window, doors, fascias, awnings, signage areas and other architectural projections.

The Façade Easement granted herein shall terminate five (5) years from the date of execution of the recordation of this Façade Easement Deed without further action upon the City of Las Vegas Redevelopment Agency.

EXHIBIT C

FORM OF FAÇADE EASEMENT REPURCHASE PRICE AMORTIZATION SCHEDULE

1. Amount of Purchase Price: $50,000 (Maximum)

2. Repurchase Price based on unamortized portion of Purchase Price amortized on straight-line basis over five (5) years as follows:

Anytime during first year:	$50,000.00
Anytime during second year:	$40,000.00
Anytime during third year:	$30,000.00
Anytime during fourth year:	$20,000.00
Anytime during fifth year:	$10,000.00
After five full years from recordation of the Façade Easement Deed:	$0.00

ATTACHMENT 4

FORM OF BUILDING FAÇADE MAINTENANCE AGREEMENT

RECORDING REQUESTED BY

CITY OF LAS VEGAS
REDEVELOPMENT AGENCY

AND WHEN RECORDED RETURN TO:

City of Las Vegas Redevelopment Agency
400 Stewart Avenue, 2nd Floor
Las Vegas, NV 89101
ATTN: Operations Officer
APN: 162-03-112-027

BUILDING FACADE MAINTENANCE AGREEMENT

THIS AGREEMENT is made this ____ day of _____, 20___, between DECAR ENTERPRISES, LLC hereinafter referred to as "Owner" and the CITY of LAS VEGAS REDEVELOPMENT AGENCY, a public body, corporate and politic, hereinafter referred to as "Agency" with reference to the following facts:

WHEREAS, Owner is the owner of that real property ("the Property") in the City of Las Vegas, County of Clark, State of Nevada, legally described in Exhibit " A " attached hereto by this reference, commonly known as 1205 South Las Vegas Boulevard, Las Vegas, Nevada and currently designated as Assessor's Parcel Nos.162-03-112-027; and

WHEREAS, the Property is located within the City of Las Vegas Redevelopment Area (the "Redevelopment Area"), and in furtherance of the Redevelopment Plan for the Redevelopment Area, the Agency approved a Commercial Visual Improvement Program (the "Commercial VIP") for the purpose of revitalization and elimination of blighting influences in the Redevelopment Area; and

WHEREAS, Owner has rehabilitated the facades of the Property facing the Facade Easement Area: The area consisting of the westerly building face adjoining the South Las Vegas Boulevard right-of-way and the northerly, southerly and easterly boundaries of the property and other public areas, including all exterior wall planes, window, doors, fascias, signage, awnings and other architectural projections.

Agency purchased a Facade Easement for the Property (hereinafter "the Facade Easement") which ensures that the building facades on the Property will be preserved in a manner consistent with the Commercial Visual Improvement Agreement and Grant of Facade Easement dated _____ _____ (the "CVIP Agreement"); and

WHEREAS, by the terms of said Façade Easement, Owner is required to enter into an agreement for a period of five (5) years giving the Agency authority to lien the Property to ensure that the façade(s) covered by the Façade Easement, legally described in Exhibit " B " attached hereto (the "Façade Easement Area"), will be diligently maintained and that violations will be corrected promptly; and

WHEREAS, this agreement is entered into to ensure that the Property is maintained because both parties recognize that diligent maintenance is an integral part of preservation of the Property and one of the considerations for Agency's purchase of the Façade Easement;

NOW, THEREFORE, IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. Purpose. The purpose of this agreement is to ensure diligent maintenance of the building facades on the Property facing public streets and/or alleys, the Façade Easement Area, in accordance with the plans approved by the City of Las Vegas Office of Redevelopment Agency and any other City of Las Vegas department that may have issued approvals and/or permits as of the date of this agreement, or as may be otherwise approved by City during the term of this agreement. Copies of the plans for the Façade Easement Area required to be maintained under this agreement and which are incorporated herein by this reference, are on file with the City of Redevelopment Agency, c/o Office of Business Development, 400 Stewart Avenue, Las Vegas, NV 89101.

2. Duty to Maintain Property. Owner covenants and agrees, for itself, its lessees, successors and assigns during the term of this agreement to diligently maintain and care for the Façade Easement Area in accordance with the plans approved by Agency. "Diligent maintenance" is persistent upkeep which employs the standard of care necessary to meet all requirements of applicable local ordinances and regulations and standards of workmanship in accordance with the generally accepted standards for maintenance observed by comparable uses located within the City of Las Vegas. In particular, Owner covenants that:

    a) All exterior building facades shall be maintained, repaired, or used in accordance with the City of Las Vegas Building Code and the plans approved by, any and all, appropriate City of Las Vegas department(s) as of the date of this agreement, or as may be otherwise approved by Agency during the term of this agreement.

    b) The exterior of the buildings and structures shall have effective weatherproofing and waterproofing, including non-deteriorated paint, uncracked or unbroken plaster, sound siding, sealing of doors and windows and adequate and approved roof covering.

    c) All exterior doors, door hardware, handles, locksets and latchsets shall be in safe and operable condition, free of cracks, splits, holes, inadequate fastening and warpage.

    d) All windows shall be secure, well sealed, unbroken, and with undamaged frames. No window bars, grills or grates of any kind shall be installed without the express approval of the City of Las Vegas Department of Building and Safety.

e) All exterior lighting, including but not limited to security, carport, stairway or balcony, and building lighting, must be operable at all times as required by the City of Las Vegas Building Code.

3. Agency's Right to Cure Owner's Default. Owner shall be in default of this agreement if Owner breaches any of the Owner's obligations under Paragraph 2 above, and the breach is not cured within thirty (30) days (or such longer period as may be specified in the Notice of Breach) after the Agency gives notice ("Notice of Breach") to the Owner of the failure to perform, which Notice of Breach shall specify in reasonable detail the conditions constituting the breach. The Agency's Executive Director ("Director") (or, if that position no longer exists, an Agency official with comparable duties) or the Director's designee may impose conditions on any extension of time to cure the breach, which conditions may include but are not limited to (i) requiring Owner to post a cash deposit or surety bond in the amount of the estimated cost of curing the breach or default, and (ii) requiring that Owner commence curing the breach or default by a specified date and thereafter diligently and in good faith continue to cure the breach until completion of the cure.

In the event of default, in addition to any other remedies available to Agency at law or in equity, Agency in its sole and absolute discretion may enter the Property and cure the default at Owner's cost at any time after giving not less than thirty (30) days' notice ("Notice of Default") to Owner, which Notice of Default shall state the Agency's intent to enter the Property and shall specify in reasonable detail the work or correction the Agency intends to perform.

4. Hold Harmless. Owner shall waive any and all claims for damage or loss as a result of Agency's entry onto the Property. Owner shall defend, indemnify and hold harmless Agency, its employees, officers, agents and contractors from and against any and all liability, loss, expense, including reasonable attorney's fees or claims for injury or damage caused by or as a result of the Agency, its employees, officers, agents or contractors entry onto the Property. Notwithstanding the foregoing, the above waiver and indemnity shall not apply with respect to any negligent acts or omissions or willful misconduct by the Agency, it's employees, officers, agents and/or contractors.

5. Agency's Cost of Cure. If Agency, acting through its own employees or through its contractors, enters the Property and cures the breach or default, Agency shall perform the work in a reasonably efficient, cost effective and competitively priced manner. The cost of curing the default shall be due and payable within ten (10) days after delivery of an invoice to Owner, and if paid at a later date shall bear interest at the rate of 10% per annum from the date of the invoice until Agency is reimbursed by Owner. Any warranties provided by Agency's contractors shall be assigned to Owner upon Owner's payment in full of the amounts due hereunder.

6. Additional Remedies. The Agency, in addition to the collection procedure set forth above in paragraph 4, may make the cost incurred in maintaining the Property a lien upon the Property by recording a notice with the Clark County Recorder. The lien may also include any and all costs incurred in recording the lien. The notice shall state that the Agency has incurred maintenance costs under the terms of this agreement and shall state the amount, together with a statement that it is unpaid. Such lien shall be immediately released upon Owner's payment of said costs.

7. Notices. Notices required or permitted to be given under the terms of this agreement shall be served personally, or by certified mail, return receipt requested, or by overnight courier, addressed as follows:

AGENCY: CITY OF LAS VEGAS REDEVELOPMENT AGENCY
400 Stewart Avenue, 2nd Floor
Las Vegas, NV 89101
Attn: Operations Officer

OWNER: RON POKRYWKA
Viva Las Vegas Wedding Chapel
1205 South Las Vegas Boulevard
Las Vegas, NV 89104

and, in the event that Owner hereafter conveys Property, to each successive Owner as shown on the tax rolls for Clark County.

8. Property Owner. If Owner conveys, grants or transfers the Property or a portion thereof to another, such grantee or transferee shall be responsible for complying with the terms and conditions of this agreement as to the Property or as to that portion thereof so conveyed and Owner shall have no further obligation hereunder as to said Property or that portion thereof. If Owner leases the Property or any portion thereof to another, the lease shall provide for Owner's right of entry to perform Owner's obligations under this agreement. The lease also shall provide for Agency's right of entry to inspect the Property for compliance with this agreement and in the event of breach to perform required maintenance in accordance with the procedure set forth in Paragraph 3. Owner shall advise the Executive Director of the Agency in writing of any changes in address of Owner and of the names and addresses of any subsequent owners of the property or any portion thereof.

9. Miscellaneous Terms and Provisions.

a) If any provision of this agreement is adjudged invalid, the remaining provisions of it are not affected.

b) Notice to Agency or Owner shall be considered to have been given when sent in the manner and to the addresses stated in Paragraph 6 above.

c) This writing contains a full, final and exclusive statement of the agreement of the parties.

d) By executing this agreement Owner, on its behalf and on behalf of any successor in interest, authorizes and grants to Agency or to Agency's agent, permission with 48 hours advance notice to enter upon the Property subject to this agreement to perform inspections of the façade improvements or to perform any work authorized by this agreement in the event of breach by Owner of any covenant set forth in Paragraphs 2 above. However, the Agency shall coordinate the time of such inspections with the

Owner in order to minimize the disruption of business or inconvenience to the Owner's customers.

10. Recordation: Covenant Running With the Land for Five Years. Upon recordation of the Façade Easement Deed and execution of this agreement by both parties, the Agency shall record this agreement with the Clark County Recorder's Office. Agency shall provide Owner a copy of the agreement showing the Recorder's stamp.

    This agreement pertains to that area of the Property covered by the Façade Easement, and shall run with the land for a period of five (5) years from the date of recordation, including a period of time after the expiration of the Façade Easement. This agreement binds the successors in interest of each of the parties to it.

11. Priority of Mortgage Lien. No breach of the covenants, conditions or restrictions of this agreement shall defeat or render invalid the lien or charge or any first mortgage or deed of trust made in good faith and for value encumbering the Property, but all of said covenants, conditions and restrictions shall be binding upon and effective against any successor to the Owner whose title is derived through foreclosure or trustee's sale, or otherwise, with respect to the Property.

12. Attorneys' Fees. If any party to this agreement resorts to a legal action to enforce any provision of this agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees in addition to any other relief to which it may be entitled. This provision applies to the entire agreement.

13. Estoppel Certificate. Upon written request by Owner or a subsequent owner, Agency shall promptly execute and deliver an estoppel certificate, in a form reasonably approved by the Agency, addressed as indicated in the request, stating that the property is in compliance with this agreement, or not, and stating the amount of any outstanding fees or charges.

. . .
. . .
. . .

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year set forth above.

By: _____ Date: _____
Name: RON POKRYWKA
Title: MANAGING MEMBER

CITY OF LAS VEGAS REDEVELOPMENT AGENCY,
a public body, corporate and politic

By: _____ Date: _____
OSCAR B. GOODMAN
CHAIRMAN

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
Secretary

APPROVED AS TO FORM:

_____
Counsel to the Agency Date

_____
Print Name

ACKNOWLEDGMENTS

STATE OF NEVADA)
)ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on the ____ day of _____, 2010 by RON POKRYWKA as MANAGING MEMBER.

_____
Notary Public in and for said County and State

STATE OF NEVADA)
)ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on the ____ day of _____, 2010 by Oscar B. Goodman as Chairman of the City of Las Vegas Redevelopment Agency.

_____
Notary Public in and for said County and State

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

PARCEL ONE (1):

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EXCEPTING THEREFROM those portions conveyed to the City of Las Vegas in a Deed recorded December 6, 1984 in Book 2032, Instrument No. 19911353 of Official Records, Clark County, Nevada Records.

EXHIBIT B

DESCRIPTION OF THE FACADE EASEMENT AREA

Facade Easement Area: The area consisting of the westerly building face adjoining the South Las Vegas Boulevard right-of-way and the northerly, southerly and easterly boundaries of the property, as described in *"Attachment 1 – Legal Description of the Property"* and other public areas, including all exterior wall planes, window, doors, fascias, awnings, signage areas and other architectural projections.

The Façade Easement granted herein shall terminate five (5) years from the date of execution of the recordation of this Façade Easement Deed without further action upon the City of Las Vegas Redevelopment Agency.

ATTACHMENT 5

SCOPE OF WORK AND TENTATIVE SCHEDULE OF IMPROVEMENTS

1. **Install new electronic LED sign**	**$128,000.00**
2. **Repair front drive and lot**	**$55,000.00**
3. **Repaint Chapel Exterior**	**$2,500.00**
4. **Landscape front "island" & install artificial grass**	**$2,500.00**
5. **Repair and repaint iron fence**	**$2,000.00**
6. **Repair artificial trees**	**$4,000.00**
7. **Paint curbs & fire lanes**	**$500.00**
TOTAL ESTIMATED PROJECT COSTS	**$194,500.00**
Estimated CVIP Grant	$50,000.00

*Note – Items in bold are "Pre-approved Qualified Exterior Improvements".

Schedule of Improvements

Work should be complete within 90 – 120 days, depending on contractor's work schedule/work load.

VIP Disclosure of Ownership/Principals

ATTACHMENT 6

Please Print Legibly

Real Property - Page 1 of 2

VIP Contracting Entity Information

Name Ronald Pokrywka DeCar Enterprises

Mailing Address 1205 Las Vegas Blvd. South LV, NV 89104

Business Phone 702-384-0771

Tax ID or Social Security Number 510-66-6828

Ownership Interest

Estate in Severalty 100% Tenancy in Common_____ Joint Tenancy_____

Disclosure of Ownership/Principals

In the space below, the Contracting Entity must disclose all persons or entities holding more than one percent ownership interest in the real property.

Full Name & Title	Business Address	Business Phone
Ronald Pokrywka	1205 Las Vegas Blvd. South 89104	702-384-077

Additional Ownership/Principals

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*:_____

VIP Disclosure of Ownership/Principals

Please Print Legibly

Alternative Disclosure of Ownership/Principal

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 on the previous page. A description of such disclosure documents must be included below.

Name of Attached Document Deed To Property

Date of Attached Document 3-15-2010

Number of Pages 1

Certification of Disclosure of Ownership/Principal - Real Property

I certify, under penalty of perjury, that all the information provided in this certificate is current, complete and accurate.

Signature _____

Date 3-15-2010

State of Nevada
County of Clark

This instrument was acknowledged before me on

15th March 2010 (date) by

Ronald Pokrywka (name of person)

_____
Notary Public

VIVIAN TOLES
Notary Public, State of Nevada
Appointment No. 93-2409-1
My Appt. Expires Oct 30, 2012

STATE OF NEVADA)
) ss:
COUNTY OF CLARK)

I, Ronald J Pokrywka, being first duly sworn, depose and state under penalty of perjury as follows:

1. I am a corporate officer, managing member, or sole proprietor of the Viva las Vegas Themed Weddings a company duly organized in the State of Nevada as a corporation, (Corporation/LLC/Sole Proprietorship). The Participant is seeking the assistance of the city of Las Vegas Redevelopment Agency ("Agency") for making improvements to the property at 1205 las Vegas blvd. S LVNV ("Site"), as more particularly described by the VIP agreement ("Agreement") being contemplated by the city of Las Vegas Redevelopment Agency at its public hearing to be held on _____.

2. I hereby warrant that I either own the site, or have a leasehold interest in the site for a minimum of five years subsequent to the effective date of this agreement.

   Assistance from the Agency will allow me to make improvements to the site which I could not otherwise do. This will result in substantial benefit to the Redevelopment Plan Area and the neighborhood adjacent to the Site because of one or more of the following reasons (check one or more):

   a. Encourage the creation of new business or other appropriate development; ☑
   b. Create jobs or other business opportunities for nearby residents; ☑
   c. Increase local revenues from desirable sources; ☑
   d. Increase levels of human activity in the redevelopment area or the immediate neighborhood in which the redevelopment area is located; ☑
   e. Possess attributes that are unique, either as to type of use or level of quality and design; ☑
   f. Require for their construction, installation or operation the use of qualified and trained labor; ☑ and
   g. Demonstrate greater social or financial benefits to the community than would a similar set of buildings, facilities, structures or other improvements not paid for by the agency. ☐

3. No other reasonable means of financing those buildings, facilities, structures or other improvements are available, because of one or more of the following reason(s) as checked by the Participant:

   a. An inducement for new businesses to locate or existing businesses to remain within the redevelopment area in which the business would ordinarily choose to locate outside the redevelopment area if the grant were not provided. Evidenced by a "but for" letter or statement from the business owner.; ☐ or
   b. There is a public objective and/or requirement that is more stringent and/or costly to undertake than a business would ordinarily embark upon. Evidenced by state or city ordinance. ☐ or
   c. There has been a lack of rehabilitation in the area and it is deemed unreasonable for the business to invest in improving the area unless the grant is provided. Evidenced by photographs of the immediate surrounding area displaying the slum and blight. ☑ or
   d. The exterior improvements to the property or business do not have a direct affect on revenues therefore making such an investment is not deemed acceptable by a customary financial institution. Evidenced by a denial letter from a financial institution. ☐ or

e. The visual improvement of the property or addition of the business to the area is so dramatic that it is a catalyst for economic development in the area. Evidenced by a positive economic impact analysis. ☐

Participant agrees to submit to the Agency its documentation which evidences that no reasonable means of financing are available to the Participant.

4. Participant hereby warrants the following:

a. The property on which the project is situated is free of all Mechanic's Liens at the time of application. RR (initial)

b. The applicant has no current bankruptcy proceedings, or past bankruptcy proceedings, whether corporate or personal, within the past five years. RR (initial)

c. The applicant has no past-due federal, state, county or city of Las Vegas tax bills at the time of application. RR (initial)

d. The applicant has no past-due bills or debts payable to the city of Las Vegas or the Redevelopment Agency. RR (initial)

5. Participant hereby acknowledges that existing opportunities for employment within the surrounding neighborhood of the redevelopment project are limited for neighborhood residents. Most residents must travel outside the neighborhood to find employment opportunities outside the redevelopment area, via public transportation or personal vehicles. Of the existing businesses within the neighborhood, many are family owned and have been in business for a long time. These existing businesses are not in an expansion mode and are not likely to employee neighborhood residents.

Furthermore, the project will help facilitate the continued expansion of employment opportunities by setting an example to other property/business owners to renovate their property/business and help create more employment opportunities through an expansion of business and renovation of vacant storefronts. The Project will allow neighborhood residents to apply for those positions (when available) for which they are qualified for as an employment opportunity. Appropriate measures will be taken to ensure that the neighborhood is aware of any job opportunities available from the business.

DATED this 15th day of March, 2010.

Authorized Signature: _____

SIGNED AND SWORN TO before

me this 15th day of March, 2010, by Ronald J. Pokrywka

NOTARY PUBLIC Vivian Toles

My Commission Expires:

10-30-2012

VIVIAN TOLES
Notary Public, State of Nevada
Appointment No. 93-2469-1
My Appt. Expires Oct 30, 2012

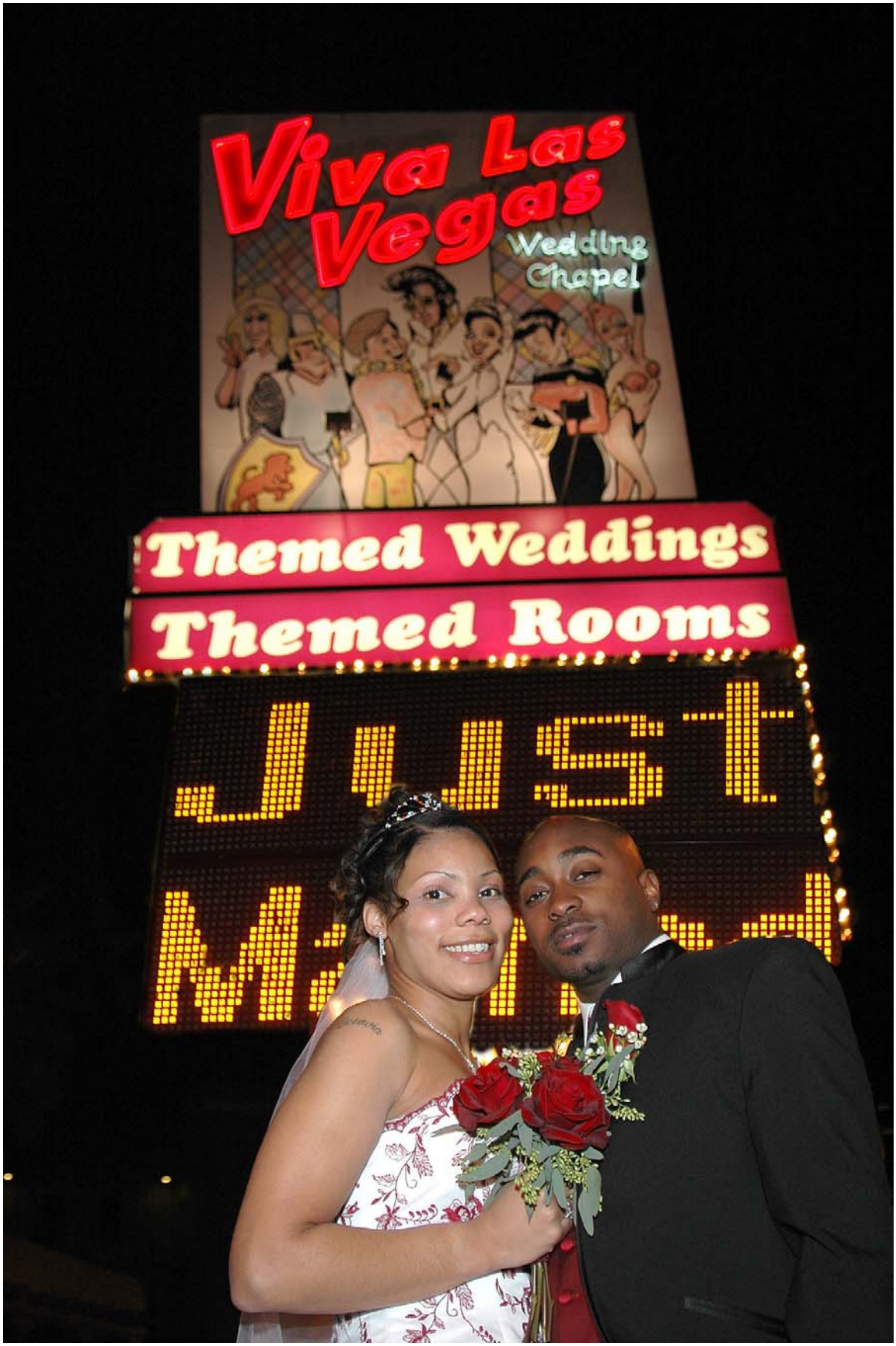
Before Photos – Viva Las Vegas Wedding Chapel
(1205 S. Las Vegas Boulevard)

Before Photos – Viva Las Vegas Wedding Chapel
(1205 S. Las Vegas Boulevard)

Before Photos – Viva Las Vegas Wedding Chapel
(1205 S. Las Vegas Boulevard)

Before Photos – Viva Las Vegas Wedding Chapel
(1205 S. Las Vegas Boulevard)

After Rendering – Viva Las Vegas Wedding Chapel
(1205 S. Las Vegas Boulevard)



SITE MAP – VIVA LAS VEGAS WEDDING CHAPEL
(1205 South Las Vegas Boulevard)

City of Las Vegas Agenda Item No.: **61.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 5, 2010

DEPARTMENT: HUMAN RESOURCES
DIRECTOR: F. CLAUDETTE ENUS ☐ **Consent** ☒ **Discussion**

SUBJECT:
RESOLUTIONS:

R-30-2010 - Approval of a Resolution to Reduce Scheduled Cost of Living Adjustment ("COLA") for Classified Employees in the Bargaining Unit Represented by the Las Vegas City Employees Association, Inc.

Fiscal Impact

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

PURPOSE/BACKGROUND:
A resolution to reduce the Cost Of Living Adjustment by 1% pursuant to a Memorandum of Understanding between the City of Las Vegas and the LVCEA executed on December 17, 2008, with an estimated savings of $1.12 million.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Resolution No. R-30-2010
2. Memorandum of Understanding

RESOLUTION NO. R-302010

RESOLUTION TO REDUCE SCHEDULED COST OF LIVING ADJUSTMENT ("COLA")
FOR CLASSIFIED EMPLOYEES IN THE BARGAINING UNIT
REPRESENTED BY THE LAS VEGAS CITY EMPLOYEES ASSOCIATION, INC.

WHEREAS, the City of Las Vegas ("CITY") and the Las Vegas Employees Association, Inc ("CEA") are parties to a Collective Bargaining Agreement that establishes wages for certain classified CITY employees; and

WHEREAS the parties also entered into a Memorandum of Understanding ("MOU") that amended the CBA (a copy of which is attached hereto); and

WHEREAS pursuant to the MOU . . . "each year as a part of the budget approval process, the City Council may approve a resolution declaring that without a reduction in the scheduled raises, that it would be not be possible for the City to balance the budget with revenues as projected."; and

WHEREAS pursuant to the MOU . . . "If such a resolution is approved, then the scheduled raises shall be reduced by up to 1.0%, and shall be effective as of the date in the Agreement."; and

WHEREAS pursuant to the MOU . . ."The resolution shall specify the amount of any decrease (up to 1

%)."; and

WHEREAS pursuant to the MOU . . ."The same resolution shall also limit any increase in average compensation (i.e., COLA, Bonuses, and merit) of the executive and appointive employees to no more than that of the average increase in compensation of all CLV represented employees."; and

WHEREAS pursuant to the MOU . . . " That on or after January 2010, any resolution that affects the Association is conditioned upon the CLV having made reasonable efforts to negotiate or secure similar or more stringent terms with the other employee organizations."

WHEREAS pursuant to the CBA, effective June 13, 2010, eligible CEA employees are scheduled to receive a COLA of 3%; and

WHEREAS the CITY has undertaken efforts to negotiate or secure wage concessions or rollbacks from all employee organizations in 2009 and 2010; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Las Vegas, Nevada, at a regular meeting thereof held on the 5th day of May 2010, that without a reduction in the scheduled raises of CEA employees, it would not be possible for the City to balance the budget with revenues as projected; and

BE IT FURTHER RESOLVED that the 3% scheduled raises of CEA employees, which are to be effective June 13, 2010 are decreased by 1%; and

BE IT FURTHER RESOLVED that as a result of the significant ongoing revenue shortfall the CITY previously froze compensation for executive and appointive employees for fiscal year 2010, and based on the continuing and worsening revenue shortfall expected in fiscal year 2011 there are no scheduled increases in average compensation (i.e., COLA, bonuses, and merit) for executive and appointive employees in fiscal year 2011, but in conformity with the MOU this resolution limits any increase in compensation in fiscal year 2011(i.e., COLA, bonuses, and merit) for executive and appointive employees to no more than the average increase in compensation of all CLV represented employees; and

BE IT FURTHER RESOLVED that the CITY made reasonable efforts to negotiate terms that were similar or more stringent terms with the other employee organizations than the 1% reduction in COLA being approved here.

PASSED, ADOPTED, and APPROVED this ____ day of _____ 2010

CITY OF LAS VEGAS

BY:_____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC, City Clerk

APPROVED AS TO FORM

_____
MORGAN D. DAVIS DATE
Deputy City Attorney

MEMORANDUM OF UNDERSTANDING

The City of Las Vegas ("CLV") and the Las Vegas City Employees' Association ("Association") hereby agree to the following Memorandum of Understanding to the current Collective Bargaining Agreement ("Agreement").

Section 1: Extension of the Collective Bargaining Agreement
The Agreement shall be extended for an additional three years as follows:

1.1 That Article 35 be amended to read:

> Article 35 - Duration
> (A) This Agreement originally entered into on June 24, 2002, at 0001 hours and extended effective June 18, 2008 shall remain in full force until ~~June 25, 2011~~ June 22, 2014, at 2400 hours and shall continue from year to year thereafter unless the City and the Association agree to change, amend, modify or terminate this Agreement pursuant to the provisions of Chapter 288 of the Nevada Revised Statutes.

1.2 That subsections (6) through (8) be added to Article 14(D) as follows:

> (6) Effective June 26, 2011, eligible employees will receive a COLA equal to three (3%) percent, which shall be attached to this agreement.
>
> (7) Effective June 24, 2012, eligible employees will receive a COLA equal to three (3%) percent, which shall be attached to this agreement.
>
> (8) Effective June 23, 2013, eligible employees will receive a COLA equal to three (3%) percent, which shall be attached to this agreement.

Section 2: Reduction of COLA Option
There will be a one percent (1.0%) reduction in the scheduled 3.5% COLA increase effective June 14, 2009. Thereafter, each year as a part of the budget approval process, the City Council may approve a resolution declaring that without a reduction in the scheduled raises, that it would not be possible for the City to balance the budget with revenues as projected.

If such a resolution is approved, then the scheduled raises shall be reduced by up to 1.0%, and shall be effective as of the date of the raise in the Agreement. The resolution shall specify the amount of any decrease (up to the 1.0%). The same resolution shall also limit any increase in average compensation (i.e., COLA, bonuses, and merit) of the executive and appointive employees to no more than that of the average increase in compensation of all CLV represented employees.

Within 60 days of the conclusion of the fiscal year, the CLV shall certify and provide backup documentation showing that the average increase in compensation for the executive and

appointive employees did not exceed that of the average increase in compensation for the CLV represented employees.

That on or after January 2010, any resolution that affects the Association is conditioned upon the CLV having made reasonable efforts to negotiate or secure similar or more stringent terms with the other employee organizations.

Section 3: Article 23 – Schedules and Hours
That Article 23 of the Agreement be amended as per Exhibit A to this Memorandum of Understanding.

Section 4: Additional Time for Parties To Open Final Article of the Agreement
That Article 31(C) of the Agreement be changed as follows:

> Notwithstanding the provisions of section A of this article, either party may give written notice of its intent to open any article of this agreement for negotiations. Each party shall be limited to opening three (3) articles per year during calendar years 2006 and 2007 and one (1) article ~~during~~ on or after calendar year 2008. No more articles after January 1, 2009 may be opened except by mutual consent. Notice of intent to negotiate may include any subject or matter referred to or covered in this Agreement except for Articles 14, 15.16, 18, and 19.

Section 5: Limitation on Layoffs
Layoffs of LVCEA represented employees shall be limited to the following conditions:

1) ~~Workload has diminished to the point where it does not justify current staffing levels;~~
2) The CLV decides to eliminate a service;
3) An enterprise fund has an operating deficit that can only be remedied through a layoff; or
4) The Budget Action Corrective Plan is revised due to one of the triggers in the general fund fiscal model. Those triggers are:
   a) Revenue drops more than 2% from the projection during a 6 month period; or
   b) The revenue drop in a 6 month period exceeds 50% of the Revenue Stabilization Fund (once established)

The City Manager's Office will consult with the leadership of the Association prior to taking any action to reduce the workforce through any employee layoffs. Section 5 of this Memorandum of Understanding is not subject to arbitration. Neither Section 2 or 5 of this Memorandum of Understanding shall have any precedential value and shall not continue after the affective date of this Agreement.

12/17/08

Las Vegas City Employees' Association

for Tommy Richetts

City of Las Vegas

Tentatively agreed to by the City and the LVCEA Final Approval by ratification by the City Council and the LVCEA Membership needed.

City of Las Vegas Agenda Item No.: **62.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 5, 2010

DEPARTMENT: CITY CLERK
DIRECTOR: BEVERLY K. BRIDGES ☐ **Consent** ☒ **Discussion**

SUBJECT:
BOARDS & COMMISSIONS:

BUILDING AND SAFETY ENTERPRISE FUND ADVISORY COMMITTEE – Robert W. Potter, Term Expires 5/17/2010, Steve Quinn, Term Expires 5/17/2010 and Mark Vincent, Term Expires 5/17/2010

Fiscal Impact

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

PURPOSE/BACKGROUND:
This board consists of 5 members representing various mandated categories, are recommended by the City Manager and appointed by the City Council. There is no City residency requirement, terms are for two years; unexpired terms must be filled and there is no limit to the number of terms that may be served. Mr. Potter is the current representative for the Commercial Development Industry. Mr. Quinn is the current representative for the Construction Industry. Mr. Vincent is the Public Officer who manages fiscal affairs for the City of Las Vegas. All three are eligible and wish to be reappointed.

RECOMMENDATION:
Options are:
Reappoint Mr. Potter or appoint a new member to fill the seat
Reappoint Mr. Quinn or appoint a new member to fill the seat
Reappoint Mr. Vincent or appoint a new member to fill the seat

BACKUP DOCUMENTATION:
Current Listing and Authority

Building and Safety Enterprise Fund Advisory Committee

	Name	Appointment Date	Expiration Date	Appointed By:
1	**Mark Vincent** City Employee who manages City Fiscal Affairs	5 /17/2006 **Reapp: 4/16/2008**	5/17/2010	Council
2	**Christopher Knight** City Employee who oversees the operation of the Enterprise Fund	12/17/2008 **Reapp: N/A**	12/17/2010	Council
3	**Steve Quinn** Construction Industry	5 /17/2006 **Reapp: 4/16/2008**	5/17/2010	Council
4	**Robert W. Potter** Commercial Development Industry (Replaces Brooks Williams, Deceased)	12/17/2008 **Reapp:**	5/17/2010	Council
5	**James (Jim) Chachas** Residential Construction Industry	5 /2 /2007 **Reapp: 5/6/2009**	5/2/2011	Council

AUTHORITY: Nevada Revised Statues (NRS)354.59891, Senate Bill No. 184 and City of Las Vegas Resolution R-33-2006

PURPOSE: Review the operation of and make recommendations relating to the Enterprise Fund.

TERM: 2 Years
No limit to number of terms
No City Residency Requirement

APPOINTED: 5 Members recommended by the City Manager and approved by the City Council. The five members shall represent the following categories:

- Residential Construction Industry
- Commercial Development Industry
- Construction Industry
- A Public Officer who manages fiscal affairs for the City of Las Vegas
- A Public Officer of the Department of Building and Safety for the City of Las Vegas who oversees directly the operation of the Enterprise Fund

MEETINGS: Must meet at least twice per fiscal year, and additionally at the call of the Chairman.

NOTES: Members may name alternates from their respective organizations.

DEPT. SUPPORT: Christopher Knight, Director, Building and Safety
Carmel Viado, Administrative Secretary, Building and Safety

City of Las Vegas Agenda Item No.: **63.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 5, 2010

DEPARTMENT: CITY CLERK
DIRECTOR: BEVERLY K. BRIDGES ☐ **Consent** ☒ **Discussion**

SUBJECT:
BOARDS & COMMISSIONS:

HISTORIC PRESERVATION COMMISSION – Claytee White, Term Expires 5/17/2010

Fiscal Impact

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

PURPOSE/BACKGROUND:
This board consists of 13 members; 11 appointed by Council and 2 ex-officio representatives. Terms are for four years, with no limit to the number of terms that may be served. Ms. White was originally recommended by the Historic Preservation Commission and appointed by the City Council in 2006. Her term as a Category 7, Members-At-Large representative expires 5/17/2010. She is eligible and wishes to be reappointed.

RECOMMENDATION:
Procedure for this Commission requires appointment by the City Council. Options are: Reappoint Ms. White to the Members-At-Large category OR Appoint a new member to fill one Members-At-Large seat

BACKUP DOCUMENTATION:
1. Current Listing and Authority
2. Recommendation Memo from M. Margo Wheeler, Director of Planning and Development Department
3. Board Interest Forms for Audrey Asselin, Marla Frederick, Thomas Boley and R. Brandon Sprague

Historic Preservation Commission

	Name	Appointment Date	Expiration Date	Recommended By:
1	**Category 1 - Experienced in Architecture** Patrick J. Klenk	4 /27/1998 **Reapp: 12/5/2001 12/7/2005**	12/31/2013	Reese **3/3/2010**
2	**Category 2 - Experienced in Urban Design or Planning** James Veltman Effective 3/23/2002	3 /20/2002 **Reapp: 3/15/2006**	3/23/2014	Reese **3/3/2010**
3	**Category 3 - Experienced in Building Construction** H. Richard Cuppett	9 /19/2001 **Reapp: 9/7/2005**	9/19/2013	Mayor **8/19/2009**
4	**Category 4 - Experienced in Real Estate Profession** Raymond Aikens	3 /16/2005 **Reapp: 2/7/2007**	3/8/2011	Mayor
5	**Category 5 - Representative of a Recognized Local Historic Preservation Association or Historic Preservation Interest Group** Bob Stoldal Reassigned from Category 7 3/3/2010	4 /27/1998 **Reapp: 12/5/2001 12/7/2005**	12/31/2013	Reese **3/3/2010**
6	**Category 6 - Experienced in Nevada History** Dorothy Wright	3 /24/1997 **Reapp: 3/7/2001**	3/24/2013 **3/2/2005**	Reese **03/4/2009**
7	**Category 7 - Members-At-Large, John S. Park Historic District Designation** Mary Hausch Effective 3/6/1997	2 /24/1997 **Reapp: 3/7/2001**	3/6/2013 **3/2/2005**	Reese **03/4/2009**
8	**Category 7 - Members-At-Large (after Historic District Designation) filled by a person owning property and residing within the Historic District** Claytee White	5 /17/2006 **Reapp: N/A**	5/17/2010	Hist Pres Comm
9	**Category 7 - Members-At-Large (after Historic District Designation) filled by a person owning property and residing within the Historic District** Robert Bellis Effective 3/23/2002; Replaced Alice Key	3 /8 /2001 **Reapp: 3/20/2002 3/15/2006**	3/23/2014	Reese **3/3/2010**
10	**Category 7 - Members-At-Large (after Historic District Designation) filled by a person owning property and residing within the Historic District** Katherine Duncan Replaced Janet Ruth White	12/2 /2009 **Reapp:**	3/6/2011	Barlow

Name	Appointment Date	Expiration Date	Recommended By:
11 Category 8 - Director of Planning & Development or Director's Designee, City of Las Vegas			
Courtney Mooney	**Reapp: N/A**		
Staff Designee for Margo Wheeler			
12 Category 9 - Director of the Nevada State Museum & Historical Society or other Designee of State Historic Preservation Office	7 /31/2003		
David Millman, Director	**Reapp: N/A**		
13 Category 10 - Archeological Profession	6 /6 /2007	6/18/2011	Reese
Gregory Richard Seymour	**Reapp: N/A**		
Effective 6/18/2007; Replaced Andrew Kirk			

AUTHORITY: Bill No. 2010-4, Ord. 6079 created a new Category 10, reduced Category 7 from 4 members to 5 and made other changes.
Bill No. 2005-2, Ord. 5747 adopted 2-2-2005 eliminates the term limits of voting members of this committee.
Created by Ordinance 3557, Bill 90-39, adopted 2-20-91; Replaced by Ordinance 5043, Bill 97-95 adopted 12-15-97; Amended by Ordinance 5049, Bill 98-9, adopted 2-9-98, Amended by Ordinance 5267, Bill 2000-79, adopted 11-1-2000. Amended by Ordinance 5346, Bill 2001-70, adopted 8-1-2001.

MEMBERS 13 members
11 members appointed by the City Council; and
Two ex-officio representatives: Director, Planning and Development Department or designee, City of Las Vegas, and Director, Nevada State Museum and Historical Society or designee of State Historic Preservation Office.

Category

1 EXPERIENCED IN ARCHITECTURE (i.e. architect, art historian or historic preservation architect)
2 EXPERIENCED IN URBAN DESIGN OR PLANNING (i.e. urban designer, planner or landscape architect)
3 EXPERIENCED IN BUILDING CONSTRUCTION (i.e. building contractor or structural engineer)
4 EXPERIENCED IN REAL ESTATE PROFESSION (i.e. real estate developer, appraiser or broker)
5 REPRESENTATIVE OF A RECOGNIZED LOCAL HISTORIC PRESERVATION ASSOCIATION OR HISTORIC PRESERVATION INTEREST GROUP
6 EXPERIENCED IN NEVADA HISTORY (i.e. historian or archaeologist)
7 4 MEMBERS-AT-LARGE (AFTER HISTORIC DISTRICT DESIGNATION, SHALL BE FILLED BY A PERSON OWNING PROPERTY AND RESIDING WITHIN THE HISTORIC DISTRICT, IF A PERSON SO QUALIFIED IS AVAILABLE TO SERVE. IF NO SUCH PERSON IS AVAILABLE, A PERSON WHO OWNS REAL PROPERTY WITHIN THE HISTORIC DISTRICT MAY FILL THAT POSITION, IF A PERSON SO QUALIFIED IS AVAILABLE TO SERVE. IF NO SUCH PERSON IS AVAILABLE TO SERVE, ANY PERSON MAY FILL THAT POSITION. IF MORE THAN FOUR HISTORIC DISTRICTS HAVE BEEN DESIGNATED AS SUCH PURSUANT TO THIS SUBCHAPTER, THE CITY COUNCIL SHALL DETERMINE WHICH FOUR OF THE HISTORIC DISTRICTS ARE TO BE REPRESENTED ON THE HPC)
8 DIRECTOR OF PLANNING & DEVELOPMENT OR DIRECTOR'S DESIGNEE, CITY OF LAS VEGAS (ex-officio)
9 DIRECTOR OF THE NEVADA STATE MUSEUM & HISTORICAL SOCIETY OR OTHER DESIGNEE OF STATE HISTORIC PRESERVATION OFFICE (ex-officio)
10 ARCHEOLOGICAL PROFESSION

TERM: 4 years.

NOTES: Must fill unexpired terms if appropriate.
Each member must have a demonstrated interest in or knowledge of:

- The history of the City of Las Vegas
- Design, architecture, real estate and other matters relevant to judging the economic and cultural value of particular historic preservation activities.

Under Ordinance 5043, the two (2) additional Historic Preservation Commission seats have initial term expirations of 12/31/2001

NO CITY FINANCIAL DISCLOSURE REQUIREMENT due to adoption of Bill 2001-70, Ordinance 5346, adopted 8-1-2001. (State Financial Disclosure no longer required due to passage of AB611 during 1999 Nevada State Legislature stipulating uncompensated Commissions are no longer required to file State form.)

Non-voting, ex-officio members, except when no quorum, may vote on Consent agenda and only to the extent necessary to create or maintain a quorum.

MEETINGS: 4th Wednesday - 12:15 P.M. - 731 South 4th Street, Except 2nd Wednesday in November & December

Memorandum

City of Las Vegas
Planning & Development

To: Beverly K. Bridges, City Clerk

From: M. Margo Wheeler, Director, Planning & Development

CC: Vicki Darling, Chief Deputy City Clerk

Courtney Mooney, Planning & Development Department

Date: April 5, 2010

Re: HPC Commissioner Reappointment

The following member's terms of office for the city of Las Vegas Historic Preservation Commission have expired or will expire:

Commissioner Claytee White (Category 7 - Members-At-Large) expires May 17, 2010. Terms are 4 years, with no limit to the number of terms. Commissioner White is eligible for reappointment and wishes to be reappointed in her existing category.

Staff recommends Commissioner White be reappointed in her existing category.

Should you need additional information, please contact Courtney Mooney at 229-5260.

MW:vd:cm

City of Las Vegas
Board, Commission, or Committee Interest Form

Name: Audrey Asselin

Home Street Address: 7921 Aviano Pines

City: LV **NV** **ZIP Code:** 89129

Work Street Address: 1009 Whitney Ranch

City: Henderson **ZIP Code:** 89014

Employer: TRC **Occupation:** Civil Engineer

Home Phone Number: 702.655.1002 **Work Phone Number:** 702.248.6415

Other Phone Number: 702.499.2958 (cell) **Email Address:** aasselin@trcsolutions.com

Please list the boards, commissions, or committees that you are interested in serving on:

① Community Development Recommending Board,
② Conservation District of Southern Nevada, ③ Historic Preservation Commission, ④ Neon Museum Board,
⑤ Parks & Rec Advisory Commission
⑥ Planning Commission
⑦ Redevelopment Agency
⑧ Regional Flood Control District
⑨ Traffic & Parking Commission
⑩ Bus Bench/Shelter Constr. & Maint.

For office use only

CLV Y ✓ N ___

Ward 4

Date 2/9/09

Please list any boards, commissions, or committees that you serve on, or have served on in the past (Use additional pages, if necessary):

APWA Conference Committee

Please discuss your qualifications to serve on any boards, commissions, or committees (Use additional pages, if necessary):

(See Attached as well)

I have lived in the LV area for over 30 years and I have been a part of the growth & development of this town as a Civil Engineer for over 25 years. I care & I want to help.

Please list any of your relatives or friends that work for the entity in which you would be serving:

NA

Feel free to attach a resume to this form. Upon submitting this form, all information will be considered public information. This form will be kept on file for 6 months from date of submittal. It is the applicant's responsibility to submit a new form after that time. This form does not constitute an application for employment. Please do not to submit this form electronically. It should be printed, completed and mailed along with a letter and resume.

Please submit to:

City Clerk
City of Las Vegas
400 Stewart Avenue
Las Vegas, NV 89101

Fax: (702) 382-4803

**You may be required to be resident of the City of Las Vegas to serve certain boards, committees, or commissions.*

July 8, 2009

Attachment:

Qualifications to Serve on Boards, Commissions and or Committees:

I have lived in Las Vegas for 33 years and have been involved in the growth and development of the Las Vegas Valley Area with my career of over 25 years in the Civil Engineering and Land Development Industry.

I have been intimately involved in the Entitlement, Design and Construction Management aspects of Private Development as well as numerous Public Facilities here in the valley area.

I can bring the experience of working with Developers and Public Entities to the Boards, Commissions and Committees that I will serve on. My experience has taught me that positive, calculated growth within any entity, whether private business or community development or even personal goals, is paramount, not to just the survival of that entity, but is necessary to the well being and good health of that entity. I can hit the ground running, so to speak, with an understanding of development codes and planning experience and the understanding of what is an appropriate growth direction.

My goal of serving my community is to bring experience and leadership to a position that serves the City Council Members, my community and the greater good of the Las Vegas Valley.

I am in a position personally to be able to dedicate time and effort to the needs of my community, so I'm asking to be placed on any Board, Commission or Committee that may benefit from my experience.

Audrey Asselin, P.E.

7921 Aviano Pines Avenue
Las Vegas, Nevada 89129
702-499-2958

Experience

TRC (formerly V-Point)

Engineering Director ***4/2007 through present***

- Business Development
- Oversee of Project Entitlements, Project Design and Coordination
- Oversee of Production Group implementing Improvement Plans and all relevant reports and calculations
- Project Scheduling and Client Liaison
- Contract Negotiation, Extra Origination, Contract Management and Billing

Subdivision Acceptance LLC

Vice President of Operations ***8/2006 through 4/2007***

- Management of Company Start up and Client Base Marketing and Sales
- Business Development
- Oversee of Estimates and Cost Analysis
- General Management / Hiring

Centex Homes

Land Development Manager ***4/2004 through 7/2006***

- Oversight of Construction Management
- Management of Project Entitlements, Land Construction Budgets, Construction Schedules, Cash Flows and Contractor Performance
- Land Acquisition Analysis, Budgets, Schedules and Pro formas
- Responsibilities included:
  - Land Acquisition research and analysis to help determine profit potential
  - Land Acquisition Pro formas
  - Coordination and Management of Engineering Documents, Entitlements and schedules
  - Value Engineering of each facet of construction for Land Development
  - Contract Negotiation, Budget Management and Management of Cash Flow projections for Land Development
  - Management of Land Construction Schedule to meet the Master Schedule for Vertical Starts and Sales
  - Quarterly analysis of Budgets and the Costs to Complete the project to insure Land Costs were projected correctly through home sales
  - Bond exoneration and utility refund analysis in order to close out jobs and budgets
  - Bi-party and Tri-party contract and budget management
  - Training and protocol development for Forward Planning, Land Development Management and Field Operations

S. E. A.
Drafter ***9/1985 through 7/1987***

J. M. Montgomery Engineers
Drafter and Runner ***9/1983 through 9/1985***

Relevant Construction Management Projects

- *Santa Bella 3 and 4 Single Family Residential (SFR) Development*
- *Tropical and Lawrence SFR*
- *Robindale Lindale North and South SFR*
- *Nelson Ranch and Nelson Ranch Pump Station SFR*
- *Edna Van Allen SFR*
- *Mesa Verde (Finished Lot Acquisition) SFR*

Relevant Design Projects

- *Mountain Falls South Master plan Residential Community, Pahrump*
- *First International Bank, Pahrump*
- *Spring Mt. Motorsports Park, Microtel, Pahrump*
- *Wheeler Pass RV Park, Pahrump*
- *Sanders Winery, Pahrump*
- *Gateway Master plan, Pahrump*
- *Duck Creek Apts*
- *Santa Bella 3 and 4 SFR*
- *Tesoro, Terracina, Terrasol Subdivisions*
- *La Cresenta and La Ventina Subdivisions*
- *Grand View Apartments*
- *Martinez Elementary School*
- *Black Mountain, Towncenter LDS Churches*
- *Copper Canyon, Willows At Sunrise, Willows At Lone Mountain Apartments Sites*
- *Edna Garden, Cottonwood At Sunrise, Cottonwood North, Horizon Heights, Fairway Pointe At Queensridge Subdivisions*
- *Horizon Marketplace, Green Valley Business Center, Simmons Market Place Commercial Sites*
- *Las Vegas, Durango, Silverado High Schools*
- *Tate and Snyder Office Building*
- *Valle Verde / Pittman Wash Bridge - Civil Design*
- *Buckingham Estates, South Shore Villas, Copper Ridge Subdivisions*
- *Pecos Road, Windmill Road, Pebble Road*

Education

University of Nevada, Las Vegas
Civil Engineering Major

Certifications / License

State Of Nevada
Professional Engineering License 18277

RECEIVED
CITY CLERK

2009 JUN 15 A 10:50

City of Las Vegas
Board, Commission, or Committee Interest Form

Name: Marla Frederick

Home Street Address: 1056 Bracken Ave.

City: Las Vegas **ZIP Code:** 89104

Work Street Address: 4570 S Eastern Ave #28

City: Las Vegas **ZIP Code:** 89119

Employer: Floyd Skeen & Kelly **Occupation:** Attorney

Home Phone Number: 702-265-3948 **Work Phone Number:** (702) 755-8574

Other Phone Number: _____ **Email Address:** marlafrederick@yahoo.com

Please list the boards, commissions, or committees that you are interested in serving on:

Any, although I have a particular interest in downtown redevelopment, conservation, historic preservation

Historic Preservation Commission
Senior Citizen Law Project Adv. Bd
Youth Neighborhood Assn Ptnrship Program Grant Review Bd

For office use only
CLV Y ✓ N ___
Ward 3
Date 6/15/09

Please list any boards, commissions, or committees that you serve on, or have served on in the past (Use additional pages, if necessary):

N/A

Please discuss your qualifications to serve on any boards, commissions, or committees (Use additional pages, if necessary):

I have an interest in improving my community,
I keep up on current events and politics,
I have excellent analytical and communication skills,
I form educated opinions after hearing both sides of a story.

Please list any of your relatives or friends that work for the entity in which you would be serving:

N/A

Feel free to attach a resume to this form. Upon submitting this form, all information will be considered public information. This form will be kept on file for 6 months from date of submittal. It is the applicant's responsibility to submit a new form after that time. This form does not constitute an application for employment. Please do not to submit this form electronically. It should be printed, completed and mailed along with a letter and resume.

Please submit to:

City Clerk
City of Las Vegas
400 Stewart Avenue
Las Vegas, NV 89101

Fax: (702) 382-4803

**You may be required to be resident of the City of Las Vegas to serve certain boards, committees, or commissions.*

Marla R. Frederick
1056 Bracken Avenue
Las Vegas, NV 89104
(702) 265-3948
marlafrederick@yahoo.com

PROFESSIONAL LICENSES: Member of NV, WI, and MA State Bars

EDUCATION: University of Wisconsin Law School
- Earned J.D. degree in May, 2001
- Senior Editor/Writer of Wisconsin Environmental Law Journal

Plattsburgh State University of New York
- Graduated *cum laude* with a B.A. in Environmental Science, May, 1995
- Member of the Honors Program

LEGAL WORK EXPERIENCE:

11/08-present **Floyd Skeren & Kelly – Las Vegas, NV**
Associate
- Defend corporations and individuals in workers' compensation and general liability litigation

9/06 – present **Wolfenzon Schulman & Ryan – Las Vegas, NV**
Associate
- Defend corporations and individuals in workers' compensation and general liability litigation

5/03 – 8/06 **Shook & Stone, Chtd. – Las Vegas, NV**
Associate
- Performed all stages of personal injury practice on behalf of plaintiffs, including client intake, negotiations, arbitration hearings, and mediations

5/00 – 8/00 **United States Attorney's Office – Madison, WI**
Law Clerk
- Researched and analyzed legal issues
- Drafted motions and briefs for both the criminal and civil divisions.

8/99 – 7/00 **Wisconsin Supreme Court – Madison, WI**
Legal Intern for Justice Diane Sykes
- Drafted bench memoranda for use by Supreme Court justices

OTHER WORK EXPERIENCE:

10/01 – 3/03 **Massachusetts General Hospital – Boston, MA**
Medical Technologist

7/99 – 5/01 **Covance Laboratories, Inc. – Madison, WI**
Laboratory Analyst/Chemist for the Food and Drug division

RECEIVED
CITY CLERK

2009 SEP -1 A 10:44

City of Las Vegas
Board, Commission, or Committee Interest Form

Name: Thomas Boley, Esq.

Home Street Address: 11946 Giles St.

City: Las Vegas NV **ZIP Code:** 89183

Work Street Address: 1100 Bridger Ave

City: Las Vegas **ZIP Code:** 89101

Employer: Thorndal Armstrong **Occupation:** Attorney

Home Phone Number: 702-917-5614 **Work Phone Number:** 702-366-0622

Other Phone Number: N/A **Email Address:** tboley@thorndal.com

Please list the boards, commissions, or committees that you are interested in serving on:

- Community Development Recommending Board; ~~Planning Commission~~
- Citizen Review Board; Parks and Recreation Advisory Commission
- Any other available committees for which I am qualified

Animal Advisory Board
Arts Commission

Historic Preservation

For office use only

CLV Y___ N✓

Ward N/A County

Date 9/1/09

Please list any boards, commissions, or committees that you serve on, or have served on in the past (Use additional pages, if necessary):

Student Bar Association in law school

Please discuss your qualifications to serve on any boards, commissions, or committees (Use additional pages, if necessary):

My undergraduate degree is in community economic development. I worked for the Greater Cedar Valley Alliance, which was an economic development organization in Waterloo, Iowa. As an attorney, I am familiar with government and procedures of public commissions

Please list any of your relatives or friends that work for the entity in which you would be serving:

None

Feel free to attach a resume to this form. Upon submitting this form, all information will be considered public information. This form will be kept on file for 6 months from date of submittal. It is the applicant's responsibility to submit a new form after that time. This form does not constitute an application for employment. Please do not to submit this form electronically. It should be printed, completed and mailed along with a letter and resume.

Please submit to:

City Clerk
City of Las Vegas
400 Stewart Avenue
Las Vegas, NV 89101

Fax: (702) 382-4803

**You may be required to be resident of the City of Las Vegas to serve certain boards, committees, or commissions.*

THOMAS D. BOLEY, ESQ.

11946 Giles Street • Las Vegas, NV 89183 • (702) 917-5614
thomasdboley@gmail.com

PROFESSIONAL LEGAL EXPERIENCE

Thorndal, Armstrong, Delk, Balkenbush & Eisinger, P.C. October 2008 – Present
Las Vegas, NV
Associate Attorney

- Represent clients in civil cases from initiation to resolution in personal injury defense, bad faith, contract disputes, construction defects, and family law matters
- Participate in arbitration hearings, mediations, and settlement conferences
- Draft and argue motions regarding summary judgment, requests to dismiss, motions in limine, reconsiderations, discovery disputes, contract interpretation, and other pertinent evidentiary and liability matters
- Conduct depositions of parties and relevant witnesses, including expert witnesses
- Oversee all pertinent communications with clients and opposing parties

Thorndal, Armstrong, Delk, Balkenbush & Eisinger, P.C. May 2007 – August 2007
Las Vegas, NV May 2008 – October 2008
Law Clerk

- Drafted motions, pleadings, and other related legal documents for construction defect and personal injury defense matters
- Drafted correspondence and conducted various communications between parties, clients, and insurance companies
- Researched and prepared memoranda on factual and legal issues regarding construction defect and personal injury cases, including findings on liability and civil procedure
- Attended depositions, mediations, and special master hearings

Polk County Attorney August 2007 – December 2007
Des Moines, IA
Student Prosecutor

- Drafted Legal Documents and assisted in prosecuting of criminal cases
- Prosecuted misdemeanor offenses and traffic tickets

Drake Legal Clinic
Des Moines, IA
Student Attorney – General Civil Practice January 2007 – May 2007

- Represented clients in civil matter such as adoptions, marriage, dissolutions, child custody and support, consumer protection, and domestic abuse
- Drafted all types of legal documents including petitions, motions, and notices
- Participated in pretrial conferences, trials, and mediations
- Performed in-depth legal research on issues to be presented at hearings

Thomson Reuters
Des Moines, IA
Westlaw Student Representative August 2006 – May 2008

- Marketed Westlaw products to Drake Law students
- Managed questions and complaints about Westlaw products
- Held Westlaw training sessions to educate students about Westlaw
- Managed equipment and computer hardware

Des Moines Homebuilder's Association
Des Moines, IA
Law Clerk May 2006 – August 2006

- Served as liaison between the city governments and the homebuilders' association
- Performed legal research on local and international building codes
- Monitored the status of local ordinances that affect homebuilding

LICENSURES

State Bar of Nevada – October 2008
United States District Court for the District of Nevada – January 2009
United States Court of Appeals for the Ninth Circuit – January 2009

RECENT CLEs

Representing Child Victims of Abuse & Neglect – 3.0 credits
Basics of Family Law – 3.0 credits
Slips, Trips, and Falls – 2.0 credits

LEGAL EDUCATION

Drake University Law School Des Moines, IA
Juris Doctor May 2008
GPA: 3.16 – *With Honors*

Certificate in Litigation and Dispute Resolution:

- The Drake University Law School, a pioneer in the training of trial lawyers, offers a demanding certificate program in litigation for selected students who commit to specializing in litigation. The certificate involves three years of advanced coursework and courtroom training, including real-world and mock court experiences. The program includes coursework in both trial and pre-trial advocacy.

Certificate in Constitutional Law and Civil Rights:

- The Drake Constitutional Law Center is one of only four constitutional law programs established by the U.S. Congress. This certificate program builds on Drake Law School's longstanding commitment to research and symposia in these areas through the Drake Constitutional Law Center.

Honors:
United Methodist Scholarship (2005-2008)
Dean's List (Fall 2005 – Spring 2008)
JD Conferred With Honors (June 2008)
Dean's Service Award (Fall 2007)

RESEARCH AND WRITING

Drake Legal Research And Writing: The Drake research and writing curriculum is an intense training program designed to establish proficiency in the areas of research, analysis and writing. This rigorous program consists of weekly lectures from professors, practicing attorneys and judges, small group discussions and Lexis/Westlaw computer lab work. Drake also requires an advanced writing class, in a topic of a student's choice, where the student performs in-depth research and produces a final legal writing project.

Other Activities:

- Delta Theta Phi Law Fraternity - At-large representative 06-07; Bailiff 07-08
- Drake Law Student Bar Association Representative - Class of 2008
- Drake University Senate Law School Representative – Spring 2007
- Alternative Dispute Resolution Society – President 07-08; Treasurer 06-07
- Moot Court Team – Negotiations
- Moot Court Team – Mediation

UNDERGRADUATE EDUCATION

University of Northern Iowa College of Business Administration — Cedar Falls, IA
Bachelor of Arts, Economics - Magna Cum Laude — May 2005

REFERENCES

Benjamin Miller, Esq.
Associate Attorney
Rands, South & Gardner
1055 Whitney Ranch Drive, Suite 220
Henderson, NV 89104

Evan D. Schwab, Esq.
Associate Attorney
Barker & Washburn Law Firm
3110 Rainbow Blvd., Suite 105
Las Vegas, NV 89146

Prof. James A. Albert, Esq.
Professor of Law
Cartwright Hall
Des Moines, IA 50311
(515) 271-2061

Mary Walsh, Esq.
Thomson/West Academic Account Manager
10210 Hickory Lane
Urbandale, IA 50322
(515) 971-5486

RECEIVED
CITY CLERK

2009 SEP -2 P 1:38

City of Las Vegas
Board, Commission, or Committee Interest Form

Name: R. Brandon Sprague, AIA

Home Street Address: 9701 Royal Lamb Drive

City: Las Vegas ZIP Code: 89145

Work Street Address: 1200 South 4th Street, Suite 208

City: Las Vegas ZIP Code: 89104

Employer: APTUS Architecture Occupation: Architect

Home Phone Number: 702.616.6060 Work Phone Number: 702.839.1200

Other Phone Number: 702.501.7843 Email Address: brandon@aptusarchitecture.com

Please list the boards, commissions, or committees that you are interested in serving on:

Historic Preservation Committee

For office use only

CLV Y ✓ N ___

Ward 2

Date 9/2/09

Please list any boards, commissions, or committees that you serve on, or have served on in the past (Use additional pages, if necessary):

Current Member, Advisory Board for the UNLV Downtown Design Center

Member: Friends of the Wetlands, Founding Member: Friends of the Henderson

District Public Libraries, and American Institute of Architects

(Past President, AIA Las Vegas Chapter, 2002)

Please discuss your qualifications to serve on any boards, commissions, or committees (Use additional pages, if necessary):

Please refer to the attachment

Please list any of your relatives or friends that work for the entity in which you would be serving:

N/A

Feel free to attach a resume to this form. Upon submitting this form, all information will be considered public information. This form will be kept on file for 6 months from date of submittal. It is the applicant's responsibility to submit a new form after that time. This form does not constitute an application for employment. Please do not to submit this form electronically. It should be printed, completed and mailed along with a letter and resume.

Please submit to:

City Clerk
City of Las Vegas
400 Stewart Avenue
Las Vegas, NV 89101

Fax: (702) 382-4803

**You may be required to be resident of the City of Las Vegas to serve certain boards, committees, or commissions.*

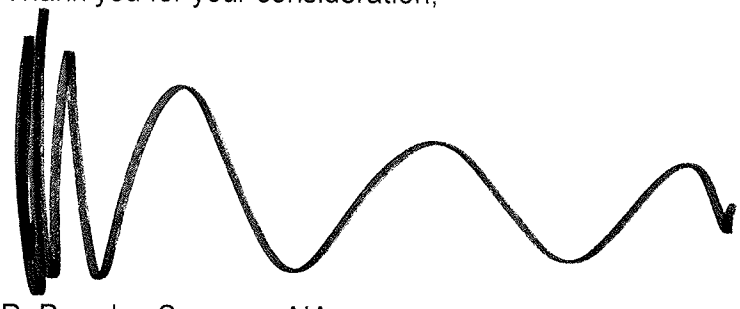
I am applying to become a member of the Historic Preservation Committee. I am a third generation Nevadan and my roots are deep in the Valley. I hope to be involved in creating a place where my children will be proud to call home. My interest in being a part of the Historic Preservation Committee is to ensure that we maintain the integrity of our past as we move into the future.

I am a licensed architect who has practiced for over 20 years. Most of my experience in architecture has been concentrated locally; however, I am licensed in several states and have been part of projects outside Nevada. As you'll see in the attached resume, I attended undergraduate and graduate school in New Mexico and Illinois respectfully, and was honored with the Baker Traveling Fellowship during which time I spent travelling through Spain. My experiences outside the Valley have allowed me an opportunity to see how other communities deal with the issues of preserving their history whilst introducing structures that will enhance future growth and development.

I was a partner at Dekker Perich Holmes Sabatini for a number of years before beginning APTUS Architecture over six years ago. I am proud to practice out of our office in downtown Las Vegas. We strive to design and build appropriate architecture throughout the city. Several of the projects we are working on currently are located in the downtown area and include the revitalization of the Huntridge Theatre, a new building at 1148 Maryland Parkway (near Circle Park), the renovation of the building located at 212 Las Vegas Boulevard near Bridger, the master planning of 1st Street Arts Promenade, and an addition to the Pioneer Club.

I am currently a member of the Advisory Board of the University of Nevada, Las Vegas Downtown Design Center and have worked as an adjunct professor in the Architecture Department at UNLV. I was a founding member of the Friends of the Henderson District Public Libraries as well as a member of the Friends of the Wetlands. I enjoy being an active member of our community. I believe I would complement the existing board as a native Las Vegan who enjoys sharing memories of his lifetime in the Valley and who is interested in being part of the process. Additionally, I feel my professional accomplishments strengthen my position as someone who is interested in being proactive. I believe being a part of this committee would be an enriching and worthwhile experience—one that would be mutually beneficial.

Thank you for your consideration,



R. Brandon Sprague, AIA

Resumes

R. BRANDON SPRAGUE, AIA

PROFESSIONAL REGISTRATION

Registered Architect:
Nevada #3710
Texas #20553
California #C-31284
Arizona #44896
Hawaii #AR 12921
Illinois #001-019630
New Mexico #004503
North Carolina #11488
Washington #8776
Utah #7285770-0301
NCARB Certified

EDUCATION

Masters of Architecture, University of Illinois, Urbana-Champaign, IL

Bachelor of Fine Arts, University of New Mexico, Albuquerque, NM

PROFESSIONAL AFFILIATIONS

American Institute of Architects
President, L.V. Chapter, 2002
Urban Land Institute

COMMUNITY AND PROFESSIONAL CONTRIBUTIONS

- Member of the Advisory Board for the UNLV Downtown Design Center
- Awarded the 2004 "*Young Architect Citation*", AIA Nevada
- Selected to the 2004 Who's Who in Real Estate, Construction & Development from 2004-2007
- *In Business Las Vegas* 2004 Rising Star - honoring outstanding achievers under forty
- Leadership Henderson, Class of 2002
- Founding Member: Friends of the Henderson District Public Libraries
- Member: Friends of the Wetlands
- Baker Traveling Fellowship - University of Illinois at Urbana-Champaign
- "West Las Vegas Charrette" Las Vegas Arts Commission
- "Burnham Prize", Finalist - Arts Club of Chicago Competition
- "Housing Las Vegas, Exploring the Possibilities," AIA/Las Vegas
- "The Process of Architecture" Temporary Contemporary Gallery, Las Vegas

In 2003, Brandon opened APTUS Architecture, and under his leadership the company has grown from a home-based, one-person architectural design practice into a thriving firm with studios in downtown Las Vegas, Nevada and in El Cajon, California. The firm has already exceeded most of its ten year goals and is developing the proper configuration and working methodology to achieve its long-term objectives, as well.

Brandon is responsible for the overall management and design efforts of APTUS Architecture. He leads design teams to ensure projects meet the specific goals and needs of each client and are completed within their budget and schedule. Brandon has extensive experience and skills in leading programming and visioning sessions at the project's inception, and then overseeing the entire project assuring that the program goals are followed and final documents are complete and accurate. APTUS maintains an important balance of public and private projects providing design opportunities for all segments of our community.

INDIVIDUAL EXPERIENCE

Huntridge Revitalization, Las Vegas, Nevada
1st Street Arts Promenade, Las Vegas, Nevada
Pawn Plus, Las Vegas, Nevada
The Pioneer Club Addition, Las Vegas, Nevada
The View Mixed-Use, Las Vegas, Nevada
Aquarius Apartments, Las Vegas, Nevada
Gold Spike Hotel & Casino Remodel, Las Vegas, Nevada
601 Fremont Mixed Use, Las Vegas, Nevada
Venue of Vegas, Las Vegas, Nevada
Solterra Lofts & Towers, Las Vegas, Nevada
Factory Lofts Mixed Use, Las Vegas, Nevada
Ahern Corporate Center, Las Vegas, Nevada
Ahern Rentals & Extreme Manufacturing, Las Vegas, Nevada
Blue City Mixed Use, Las Vegas, Nevada
Metreon Mixed Use, Las Vegas, Nevada
Flamingo Pointe Corporate Center, Las Vegas, Nevada
Aliante Office Building, North Las Vegas, Nevada
The Grove Retail Center, North Las Vegas, Nevada
Dean Martin Flex, Las Vegas, Nevada
Cosmopolitan Towers, Las Vegas, Nevada
Paseo Verde Library, Henderson, Nevada
Durango Warm Springs Medical Campus 1 & 2 Story, Las Vegas, Nevada
4th & Charleston Conceptual Design, Las Vegas, Nevada
Deer Springs & Riley Office Complex, Las Vegas, Nevada
5th & Centennial Mixed Use, Las Vegas, Nevada
University Medical Center Master Plan, Las Vegas, Nevada
Oso Blanca Village Master Plan, Las Vegas, Nevada

City of Las Vegas

Howard Leiburn Senior Center, Las Vegas, Nevada

Clark County

Center for Information, Enterprise Technology
Visitor & Education Center, Wetlands Nature Preserve Award of Merit, Nevada
AIA Western Mountain Region 2002 & 1999, Award of Merit, Nevada Nevada
Society of Architects 1998
Chapel Relocation, Clark County Museum, Henderson , Nevada

University of Nevada, Las Vegas

Beam Music Center Award of Merit AIA Nevada 2002
Science, Engineering & Technololgy Complex Award of Citation, AIA Nevada 2004
Hospitality Campus Master Plan
Housing Master Plan Award of Merit Urban Planning, AIA Nevada 2002
Student Services Building Award of Merit Nevada Society of Architects 1995

City of Las Vegas Agenda Item No.: **64.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 5, 2010

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

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT THIS MEETING

Bill No. 2010-15 – Reduces the minimum amount of meal-service seating that must be provided by establishments with beer/wine/cooler on-sale and beer/wine/cooler on-off-sale licenses.
Sponsored by: Councilman Gary Reese

Fiscal Impact

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

PURPOSE/BACKGROUND:
This bill will reduce from 45 to 30 the minimum number of meal-service seats that must be provided by establishments with beer/wine/cooler on-sale and beer/wine/cooler on-off-sale licenses.

RECOMMENDATION:
ADOPTION at 5/5/2010 City Council meeting pursuant to the 4/20/2010 Recommending Committee.

First Reading – 4/7/2010; First Publication 4/23/2010

BACKUP DOCUMENTATION:
1. Bill No. 2010-15
2. Business Impact Statement

BILL NO. 2010-15

ORDINANCE NO. _____

AN ORDINANCE TO REDUCE THE MINIMUM AMOUNT OF MEAL-SERVICE SEATING THAT MUST BE PROVIDED BY ESTABLISHMENTS WITH BEER/WINE/COOLER ON-SALE AND BEER/WINE/COOLER ON-OFF-SALE LICENSES, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Sponsored by: Councilman Gary Reese

Summary: Reduces the minimum amount of meal-service seating that must be provided by establishments with beer/wine/cooler on-sale and beer/wine/cooler on-off-sale licenses.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Title 6, Chapter 50, Section 50, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.50.050: A beer/wine/cooler on-sale license authorizes the sale only of beer, wine and coolers for consumption only in connection with and during the consumption of a meal on the premises where the same is sold, and where such beverages are served by the licensee or an authorized employee of the licensee. Such a license may be issued only in connection with a restaurant ,and the actual seating available at all times for the service of meals (whether at tables, counters or booths) must accommodate at least [forty-five] <u>thirty</u> persons.

SECTION 2: Title 6, Chapter 50, Section 70, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.50.070: A beer/wine/cooler on-off-sale license authorizes:

(A) The sale only of beer, wine and coolers for consumption only in connection with and during the consumption of a meal on the premises where the same is sold, and where such beverages are served by the licensee or an authorized employee of the licensee; and

(B) The sale, to consumers only and not for resale, only of beer, wine and coolers, in original sealed or corked containers, for consumption off the premises where the same are sold.

➥Such a license may be issued only in connection with a restaurant, grocery store or convenience store in which the actual seating available at all times for the service of meals (whether at tables,

counters or booths) must accommodate at least [forty-five] thirty persons.

SECTION 3: Table 2 of the Land Use Tables adopted in Title 19, Chapter 4, Section 10, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by amending the description of the use "Beer/Wine/Cooler On-and Off-Sale Establishment," as found in the "Retail and Personal Services" element of Table 2, to read as follows:

Description:

An establishment:

1. Whose license to sell alcoholic beverages is limited to:

a. The sale of beer, wine and coolers for consumption only in connection with a meal on the premises where the same is sold; and

b. The sale of beer, wine and coolers to consumers only and not for resale, in original sealed or corked containers, for consumption off the premises where the same are sold; and

2. Is operated in connection with a restaurant, grocery store or convenience store in which [45] 30 or more people may be served with meals at any one time at tables or stools.

SECTION 4: Table 2 of the Land Use Tables adopted in Title 19, Chapter 4, Section 10, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by amending the description of the use "Beer/Wine/Cooler On-Sale Establishment," as found in the "Retail and Personal Services" element of Table 2, to read as follows:

Description:

An establishment whose license to sell alcoholic beverages is limited to the sale of beer, wine and coolers for consumption only in connection with a meal on the premises where the same is sold, and is operated in connection with a restaurant in which [45] 30 or more people may be served with meals at any one time at tables or stools.

SECTION 5: Title 19, Chapter 20, Section 20, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by amending the definition of the use "Beer/Wine/Cooler On- and Off-Sale Establishment" to read as follows:

"Beer/Wine/Cooler On- and Off-Sale Establishment" means an establishment:

(1) Whose license to sell alcoholic beverages is limited to:

(a) The sale of beer, wine and coolers for consumption only in connection with a meal on the premises where the same is sold; and

(b) The sale of beer, wine and coolers to consumers only and not for resale, in original sealed or corked containers, for consumption off the premises where the same are sold; and

(2) Is operated in connection with a restaurant, grocery store or convenience store in which [forty-five] thirty or more people may be served with meals at any one time at tables or stools.

SECTION 6: Title 19, Chapter 20, Section 20, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by amending the definition of the use "Beer/Wine/Cooler On-Sale Establishment" to read as follows:

"Beer/Wine/Cooler On-Sale Establishment" means an establishment whose license to sell alcoholic beverages is limited to the sale of beer, wine and coolers for consumption only in connection with a meal on the premises where the same is sold, and is operated in connection with a restaurant in which [forty-five] thirty or more people may be served with meals at any one time at tables or stools.

SECTION 7: For purposes of Section 2.100(3) of the City Charter, LVMC 19.04.010 and 19.20.020 are deemed to be subchapters rather than sections.

SECTION 8: If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

SECTION 9: Whenever in this ordinance any act is prohibited or is made or declared to be unlawful or an offense or a misdemeanor, or whenever in this ordinance the doing of any act is required or the failure to do any act is made or declared to be unlawful or an offense or a misdemeanor, the doing of such prohibited act or the failure to do any such required act shall constitute a misdemeanor and upon conviction thereof, shall be punished by a fine of not more than

$1,000.00 or by imprisonment for a term of not more than six months, or by any combination of such fine and imprisonment. Any day of any violation of this ordinance shall constitute a separate offense.

SECTION 10: All ordinances or parts of ordinances or sections, subsections, phrases, sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, in conflict herewith are hereby repealed.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2010.

APPROVED:

By _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 3-26-10
Date

The above and foregoing ordinance was first proposed and read by title to the City Council on the _____ day of _____, 2010, and referred to the following committee composed of _____ and _____ for recommendation; thereafter the said committee reported favorably on said ordinance on the _____ day of _____, 2010, which was a _____ meeting of said Council; that at said _____ meeting, the proposed ordinance was read by title to the City Council as first introduced and adopted by the following vote:

VOTING "AYE": _____

VOTING "NAY": _____

ABSENT: _____

APPROVED:

By _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

BUSINESS IMPACT STATEMENT
BILL NO. 2010-15
(Reduces the minimum amount of meal-service seating that must be provided by establishments with beer/wine/cooler on-sale and beer/wine/cooler on-off-sale licenses)

This business impact statement was prepared pursuant to NRS 237.090 to address the impact of a proposed ordinance, Bill No. 2010-15, that would reduce the minimum amount of meal-service seating that must be provided by establishments with beer/wine/cooler on-sale and beer/wine/cooler on-off-sale licenses.

1. The following constitutes a description of the number of the manner in which comment was solicited from affected businesses, a summary of their responses and an explanation of the manner in which other interested persons may obtain a copy of the summary.

Not applicable

2. The estimated economic effect of the proposed rule on businesses, including, without limitation, both adverse and beneficial effects, and both direct and indirect effects:

Adverse effects:

None

Beneficial effects:

Reduced seating requirements for licensees

Direct effects:

Reduced seating requirements for licensees

Indirect effects:

None

3. The following constitutes a description of the methods the local government considered to reduce the impact of the proposed rule on businesses and a statement regarding whether any, and if so which, of these methods were used:

Not applicable

4. The governing body estimates the annual cost to the local government for enforcement of the proposed rule is:

No additional cost

5. If the proposed rule provides for a new fee or increases an existing fee, the total annual amount expected to be collected is:

Not applicable

6. If the proposed rule provides for a new fee or increases an existing fee, the money generated by the new fee or increase in existing fee will be used by the local government to:

Not applicable

7. If the proposed rule includes provisions that duplicate or are more stringent that federal, state or local standards regulating the same activity, the following explains when such duplicative or more stringent provisions are necessary:

Not applicable

Date: March 24, 2010

City of Las Vegas Agenda Item No.: **65.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 5, 2010

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

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT THIS MEETING

Bill No. 2010-16 – Requires certain contractors and employers of employees hired to staff gaming hospitality operations to be signatory to collective bargaining agreements where the City or the City's Redevelopment Agency has a specified financial or proprietary interest. Proposed by: Bradford R. Jerbic, City Attorney

Fiscal Impact

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

PURPOSE/BACKGROUND:
This bill will require certain contractors and employers of employees hired to staff gaming hospitality operations to be signatory to collective bargaining agreements where the City or the City's Redevelopment Agency has a specified financial or proprietary interest. The bill is in furtherance of the Memorandum of Understanding that the City and the Redevelopment Agency entered into with the Culinary Workers Union Local 226 last December.

RECOMMENDATION:
ABEYANCE to 5/4/2010 Recommending Committee meeting by the 4/16/2010 Recommending Committee for review, hearing and recommendation to the City Council for final action.

First Reading – 4/7/2010; First Publication 4/23/2010

BACKUP DOCUMENTATION:
1. Bill No. 2010-16
2. Business Impact Statement

BILL NO. 2010-16

ORDINANCE NO. _____

AN ORDINANCE TO REQUIRE CERTAIN CONTRACTORS AND EMPLOYERS OF EMPLOYEES HIRED TO STAFF GAMING HOSPITALITY OPERATIONS TO BE SIGNATORY TO COLLECTIVE BARGAINING AGREEMENTS WHERE THE CITY OR THE CITY'S REDEVELOPMENT AGENCY HAS A SPECIFIED FINANCIAL OR PROPRIETARY INTEREST, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Proposed by: Bradford R. Jerbic, City Attorney

Summary: Requires certain contractors and employers of employees hired to staff gaming hospitality operations to be signatory to collective bargaining agreements where the City or the City's Redevelopment Agency has a specified financial or proprietary interest.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Title 4 of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by adding thereto a new chapter, designated as Chapter 36, consisting of Sections 10 to 30, inclusive, reading as follows:

4.36.010: The City is authorized by State law and by Charter authority to engage in redevelopment activities. The City Council has the corresponding authority to establish limitations and conditions on the use of redevelopment funds and other resources. It is the intent of this Chapter to establish conditions on the use of redevelopment resources when they are used to assist in the development of projects for gaming hospitality operations in which the City or the City's Redevelopment Agency has a specified financial or proprietary interest in such operations in order to protect such interest from jeopardy resulting from labor disputes.

4.36.020: As used in this Chapter and except as the context otherwise requires, the following terms shall have the meanings ascribed to them:

"Capital project" means a project which is financed by debt or by other funds of the City or the Redevelopment Agency and which meets all of the following:

(A) Is an undertaking to construct, repair, renovate, improve, equip, furnish or acquire any:

(1) Building, structure, facility or physical public betterment or

improvement;

(2) Land or rights in land; or

(3) Furnishings, machinery, apparatus or equipment, for a building, structure, facility or physical public betterment or improvement;

(B) Has an estimated useful life in excess of five years; and

(C) Has an estimated financial cost in excess of one hundred thousand dollars.

"Contract under 29 U.S.C. Section 185" means a labor contract to which 29 U.S.C. Section 185 (a) applies, as that provision has been interpreted by the United States Supreme Court.

"Contractor" means any person party to a qualifying contract.

"Employer" means an employer of employees hired to staff or work at a gaming hospitality operation.

"Gaming hospitality operation" means a hotel or other establishment that:

(A) Provides lodging and other guest accommodations, or other hospitality services; and

(B) Is licensed for nonrestricted gaming.

"Hospitality workers" means all full-time or part-time employees in a gaming hospitality operation, except supervisors, managers and guards.

"No-strike pledge" means the prohibition described in Paragraph (1) of Subsection (A) of Section 4.36.030.

"Qualifying contract" means:

(A) Any contract, lease or license:

(1) From the City or the Redevelopment Agency to use any property of the City or Redevelopment Agency for the conduct of gaming hospitality operations; or

(2) Pursuant to which the City or the Redevelopment Agency is entitled to receive as rents, royalties or other income a percentage of the revenues of an enterprise, or any payments in connection with financing of a capital project provided by or through the City or the Redevelopment Agency; or

(B) Any subcontract, sublease, sublicense or other transfer or assignment of any

right, title or interest received from the City or Redevelopment Agency pursuant to any qualifying contract.

"Redevelopment Agency" means the Redevelopment Agency of the City of Las Vegas.

"Valid collective bargaining agreement" means a collective bargaining agreement entered into between a contractor and a labor organization lawfully serving as the exclusive collective bargaining representative for the employees who provide or will provide services pursuant to a qualifying contract.

4.36.030: (A) As a condition precedent to any qualifying contract, each and every contractor and employer of employees hired to staff a gaming hospitality operation shall be or become signatory to a valid collective bargaining agreement or other contract under 29 U.S.C. Section 185 with any labor organization seeking to represent hospitality workers employed in the gaming hospitality operation. Each collective bargaining agreement or contract under 29 U.S.C. Section 185:

(1) Must contain a provision prohibiting the labor organization and its members, and in the case of a collective bargaining agreement, all employees covered by the agreement, from engaging from any picketing, work stoppages, boycotts or any other economic interference with the hospitality operations of the contractor or any persons under contract to it for the duration of the time required for the repayment of public indebtedness incurred to finance the acquisition or development of such capital project, or for the duration of the qualifying contract or contracts for the operation of such capital project, whichever period of time is more extensive.

(2) Must provide that, during this time period referred to in Paragraph (1) above, all disputes relating to employment conditions or the negotiation thereof shall be submitted to final and binding arbitration.

(B) Each and every contractor and employer of employees hired to staff a gaming hospitality operation shall require that any work under its qualifying contract or contracts that is to be done by the contractor's or employer's contractors, subcontractors, tenants or subtenants shall be done under collective bargaining agreements or other contracts under 29 U.S.C. Section 185 containing the same provisions as specified in Paragraph (1) of Subsection (A) above.

(C) A contractor or employer shall be relieved of the obligations of this Section

with respect to a labor organization if the labor organization places conditions upon its no-strike pledge that the City Council finds, after notice and hearing, to be arbitrary or capricious.

SECTION 2: If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

SECTION 3: All ordinances or parts of ordinances or sections, subsections, phrases, sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, in conflict herewith are hereby repealed.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2010.

APPROVED:

By _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Valstead 3-29-10
_____
Date

The above and foregoing ordinance was first proposed and read by title to the City Council on the _____ day of _____, 2010, and referred to the following committee composed of _____ and _____ for recommendation; thereafter the said committee reported favorably on said ordinance on the _____ day of _____, 2010, which was a _____ meeting of said Council; that at said _____ meeting, the proposed ordinance was read by title to the City Council as first introduced and adopted by the following vote:

VOTING "AYE": _____

VOTING "NAY": _____

ABSENT: _____

APPROVED:

By _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

BUSINESS IMPACT STATEMENT
BILL NO. 2010-16
(Requires certain contractors and employers of employees hired to staff gaming hospitality operations to be signatory to collective bargaining agreements where the City or the City's Redevelopment Agency has a specified financial or proprietary interest)

This business impact statement was prepared pursuant to NRS 237.090 to address the impact of a proposed ordinance, Bill No. 2010-16, that would require certain contractors and employers of employees hired to staff gaming hospitality operations to be signatory to collective bargaining agreements where the City or the City's Redevelopment Agency has a specified financial or proprietary interest.

1. The following constitutes a description of the number of the manner in which comment was solicited from affected businesses, a summary of their responses and an explanation of the manner in which other interested persons may obtain a copy of the summary.

A copy of the proposed ordinance was sent to known businesses that might potentially be affected. Inquiries have been made regarding the impact of the proposed ordinance, but no written responses were received.

2. The estimated economic effect of the proposed rule on businesses, including, without limitation, both adverse and beneficial effects, and both direct and indirect effects:

Adverse effects:

None identified

Beneficial effects:

None identified

Direct effects:

None identified

Indirect effects:

None identified

3. The following constitutes a description of the methods the local government considered to reduce the impact of the proposed rule on businesses and a statement regarding whether any, and if so which, of these methods were used:

Not applicable. Any businesses that do not wish to be subject to the requirements of this ordinance have a choice not to enter into agreements of the type that would trigger the ordinance requirements.

4. The governing body estimates the annual cost to the local government for enforcement of the proposed rule is:

No additional cost

5. If the proposed rule provides for a new fee or increases an existing fee, the total annual amount expected to be collected is:

Not applicable

6. If the proposed rule provides for a new fee or increases an existing fee, the money generated by the new fee or increase in existing fee will be used by the local government to:

Not applicable

7. If the proposed rule includes provisions that duplicate or are more stringent than federal, state or local standards regulating the same activity, the following explains when such duplicative or more stringent provisions are necessary:

Not applicable

Date: March 29, 2010

City of Las Vegas Agenda Item No.: **66.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 5, 2010

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

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT A LATER MEETING

Bill No. 2010-17 - Levies Assessment for Special Improvement District No. 1485 - Alta Drive (Rancho Drive to approximately 275 feet west of Lacy Lane) (Landscape Maintenance FY2011) Sponsored by: Step Requirement

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $62,800
Funding Source: Capital Projects Fund - Special Assessments
Dept./Division: Public Works/SID

PURPOSE/BACKGROUND:
Levies the assessment for the annual maintenance costs of street beautification improvements along Alta Drive from Rancho Drive to approximately 275 feet west of Lacy Lane. The fiscal amount reflects the estimated maintenance costs from July, 2010 through June, 2011.

RECOMMENDATION:
This bill should be submitted to a Recommending Committee for review, hearing and recommendation to the City Council for final action.

BACKUP DOCUMENTATION:
Bill No. 2010-17

BILL NO. 2010-17

ORDINANCE NO. _____

AN ORDINANCE CONCERNING CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1485 – ALTA DRIVE (LANDSCAPE MAINTENANCE FY2011); PROVIDING FOR THE PAYMENT OF THE COSTS AND EXPENSES OF MAINTAINING STREET BEAUTIFICATION IMPROVEMENTS; ASSESSING THE COST OF MAINTENANCE AGAINST THE ASSESSABLE LOTS, TRACTS, AND PARCELS OF LAND BENEFITED BY SAID MAINTENANCE; RATIFYING, APPROVING AND CONFIRMING ALL ACTION PREVIOUSLY TAKEN; PRESCRIBING DETAILS IN CONNECTION THEREWITH.

Summary: Levy Ordinance

WHEREAS, the City Council of the City of Las Vegas (hereinafter the "City Council" and "City", respectively) in the County of Clark and State of Nevada, has heretofore, pursuant to the requisite preliminary proceedings, created Las Vegas, Nevada, Special Improvement District No. 1485 – Alta Drive (Landscape Maintenance) (hereinafter the "District"), to defray the annual maintenance costs of a street beautification project within the District (hereinafter the "Maintenance Project") as defined in Chapter 271, Nevada Revised Statutes and has provided that the entire cost and expense of the Maintenance Project shall be paid by special assessments, according to benefits, levied against the benefited lots, tracts and parcels of land in the District; and

WHEREAS, the District has been properly created by an ordinance heretofore adopted under the provisions of the Consolidated Local Improvement Law; and

WHEREAS, the City Council has heretofore determined that the entire cost and expense of the Maintenance Project is to be paid by special assessments levied against the benefited lots, tracts and parcels of land in the District which the City Council has determined will receive special benefits (and corresponding market value increases) from the Maintenance Project; and

WHEREAS, in accordance with NRS 271.360 and NRS 271.378, the City Council has heretofore determined, and does hereby declare, that the net cost of the Maintenance Project for FY2011 (including all necessary incidentals which either have been or will be incurred in connection with the District) is $62,800.00, of which, $0.00 is available from other sources and of which $62,800.00 is to be assessed upon the benefited lots, tracts and parcels of land in the District which the City Council has determined will receive special benefits (and corresponding market value increases) from the Maintenance Project; and

WHEREAS, the City Council, by resolution heretofore adopted and directed the Director of Public Works with the assistance of the City Engineer Division (hereinafter the "Engineer") to make out a final assessment roll; and

WHEREAS, after a determination of the costs of such work to be paid by the property specially benefited, the City Council, together with the Engineer made out a final assessment roll containing, among other things, the names and addresses of the last known owners of the property to be assessed, a description of each lot, tract, or parcel of land to be assessed, and the amount of the assessment thereon; and

WHEREAS, the Engineer has reported the final assessment roll to the City Council and has filed the final assessment roll with the City Clerk; and

WHEREAS, the City Council thereupon fixed a time and place, to wit: Wednesday, April 7, 2010, at 1:00 p.m., at the Las Vegas City Council Chambers, 400 Stewart Avenue, in Las Vegas, Nevada, when all complaints, protests and objections to the final assessment roll, to the amount of the assessments, and to the regularity of the proceedings in making such assessments, by the owners of the property specially benefited by, and proposed to be assessed for, the Maintenance Project in the District, by any person interested, and by any parties aggrieved by such assessments, would be heard and considered by the City Council; and

WHEREAS, the Engineer has, in accordance with the provisions of law relating thereto, given the requisite legal notice by both mail and publication that complaints, protests and objections to assessments for the Maintenance Project in the District should be filed with the City Clerk, and that the City Council would hear and consider any and all complaints, protests or objections on Wednesday, April 7, 2010, at 1:00 p.m., at the Las Vegas City Council Chambers, 400 Stewart Avenue, in Las Vegas, Nevada; and

WHEREAS, the City Council caused the final assessment roll ("Tabulation of Parcels") to be filed in the records of the office of the City Clerk on March 3, 2010; and

WHEREAS, the City Clerk, by publication and by mail, gave the requisite notice of the time and place of such hearing on April 7, 2010, of the filing of the final assessment roll in her office, of the date of filing the same, and of the right of any such person to object specifically in writing and of the waiver of any objection in the absence of such objection; and

WHEREAS, at the time and place so designated, the City Council met to hear and determine all objections filed or made orally by any interested party; and

WHEREAS, all complaints, protests and objections, both written and oral, were found to be without sufficient merit and overruled, except as provided in the District No. 1485 (FY2011) Assessment Protest Resolution; and

WHEREAS, by the District No. 1485 (FY2011) Assessment Protest Resolution, the City Council modified, corrected and revised the final assessment roll and modified, corrected, revised and confirmed the final assessment roll to be in final form; and

WHEREAS, the assessments do not exceed the benefits to the property assessed nor the total cost of the Maintenance Project payable from assessments as heretofore determined; and

WHEREAS, it is incumbent upon the City Council to provide when said assessments shall become due and penalties payable after any delinquency; and

WHEREAS, the City Council has determined, and does hereby determine, that the City shall pay the costs of the Maintenance Project, with funds completely derived from the levy of assessments.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES ORDAIN AS FOLLOWS:

Section 1. This Ordinance shall be known as, and may be cited by, the short title "District No. 1485 (FY2011) Levy Ordinance" (hereinafter the "Ordinance").

Section 2. The City Council has heretofore determined, and does hereby declare, that each and every complaint, protest and objection made in connection with the District is without sufficient merit and the same be, and the same hereby is, overruled, and finally passed on by the City Council, except as provided in the District No. 1485 (FY2011) Assessment Protest Resolution.

Section 3. All actions, proceedings, matters and things heretofore taken, had and done by the City and the officers thereof (not inconsistent with the provisions of this Ordinance) concerning Special Improvement District No. 1485 – Alta Drive (Landscape Maintenance FY2011) including, but not limited to, the creation of the District, the amount of the maintenance contract, the levy of assessments for those purposes, the determination that the tracts in the District will receive special benefits and market value

increases, and the validation and confirmation of the final assessment roll and the assessments therein, be, and the same hereby is, ratified, approved and confirmed.

Section 4. For the purpose of paying the costs and expenses of the Maintenance Project, the amounts and assessments shown in the final assessment roll (as so filed, modified and confirmed) are hereby levied and assessed against the lots, tracts and parcels of land in the District (being all those specially benefited by the Maintenance Project) and described in the final assessment roll for the District, as filed in the office of the City Clerk on March 3, 2010, and as modified and confirmed by the District No. 1485 (FY2011) Assessment Protest Resolution duly adopted by the City Council on April 21, 2010.

Section 5. The assessments shall be due and payable at the office of the City Treasurer within 30 days after this Ordinance becomes effective, without interest and without demand; provided that all or any part of such assessments may, at the election of the owner, be paid in installments, as hereinafter provided. Failure to pay the whole assessment within said period of 30 days shall be conclusively considered and held an election on the part of all persons interested, whether under disability or otherwise, to pay in installments the amount of the assessment then unpaid. In case of such election to pay in installments, the unpaid assessments shall be payable in four (4) substantially equal quarterly installments of principal until paid in full, without interest, payable at the office of the City Treasurer on July 1, 2010, October 1, 2010, January 1, 2011 and April 1, 2011. Failure to pay any installment when due shall cause the whole amount of the unpaid principal to become due and payable immediately, at the option of the City, the exercise of said option to be indicated by the commencement of foreclosure proceedings by the City; and the whole amount of the unpaid principal shall, after such delinquency, whether said option is or is not exercised, bear penalty interest at the rate of two percent (2%) (or at any higher rate authorized by statute, or any lower rate, which may be zero percent, for such period as determined by the City Treasurer) per month (not prorated for any portion of the month) on the unpaid balance of the assessment and accrued interest until the day of sale or until paid, but at any time prior to the date of the sale the owner may pay the amount of all delinquent installments originally becoming due on or before the date of said payment, and all penalty interest accrued, and shall thereupon be restored to the right thereafter to pay in installments in the same manner as if default had not been suffered. The

owner of any property assessed and not in default as to any installment or payment may, at any time (at the option of such owner), pay the whole or any installment of the unpaid principal.

Pursuant to NRS 271.357 and NRS 271.360, any assessment against property for which an application for Hardship Determination has been approved by the City Council shall be postponed. The assessment shall remain postponed until the earlier of the following occurrences: (a) the property is sold or transferred to a person other than one to whom a Hardship Determination has been granted; (b) the property owner's application for renewal of the Hardship Determination is disapproved; or (c) the property owner pays all previous and current assessments. The property owner shall file an application for renewal of the Hardship Determination each year when the Maintenance Project is levied. The owner shall also be subject to the lien as provided in Section 6 hereof.

Section 6. The amounts assessed shall be a lien upon the owner's lots, tracts and parcels of land from the effective date of this Ordinance (i.e. May 19, 2010) until paid. The lien shall be co-equal with the latest lien thereon to secure the payment of general taxes and prior and superior to all other liens, claims, encumbrances and titles (other than the liens of assessments and general taxes). The sale of any such lot, tract or parcel of land for general or other taxes shall not relieve such lot, tract or parcel of land from such assessment or the lien therefor. Such amounts shall continue to be a lien upon the lots, tracts and parcels of land assessed until paid in full (including all principal, penalties, and collection costs).

Section 7. Should any lot, tract or parcel of land within the District be divided after the effective date of this Ordinance and before the collection of all the assessment installments, or if any property in the District makes a request to do so, the City Council may require the City Treasurer to apportion, combine or reapportion the uncollected amounts upon the several parts of land so divided or combined in accordance with the provisions of NRS 271.425. The report of such an apportionment, combination or reapportionment, when approved, shall be conclusive on all the parties, and all assessments thereafter made upon the tracts shall thereafter be according to the subdivision. The report, when approved, shall be recorded in the office of the County Recorder of Clark County, Nevada, together with a statement that the current payment status of any of the assessments may be obtained from the City Treasurer. Neither the failure to record the report, nor any defect in the report as recorded, shall affect the validity of the assessments, the lien for the payment thereof or the priority of that lien.

Section 8. In case any lot, tract or parcel of land so assessed is delinquent in the payment of the assessment or any installment of principal, the City Council shall forthwith cause the owner of such delinquent property, if known, to be immediately notified in writing of such delinquency, by first-class mail, postage prepaid, addressed to the addressee's last known address. If such delinquency is not paid within 10 days after such notice was given by deposit in the United States mail, then said assessment shall be enforced by the City Treasurer and other officers of the City, as provided in NRS 271.545 to NRS 271.625. Nothing herein shall be construed as preventing the City, at the direction of the governing body, from collecting any assessment by suit in the name of the governing body. The final assessment roll and the certified copy of this Ordinance shall be prima facie evidence of the regularity of the proceedings in making the assessment and of the right to recover judgment therefor.

Section 9. The City Clerk is hereby directed to deliver to the City Treasurer a copy of the final assessment roll containing a description of the lots, tracts and parcels of land being assessed, with the amount of the assessment levied upon each and the name and address of the owner or owners against whom the assessment was made. The final assessment roll is to be recorded in the office of the County Recorder together with the statement that the current payment status of any assessment may be obtained from the City Treasurer. The City Treasurer is additionally directed to collect the several sums so assessed as a tax upon the several tracts to which they were assessed.

Section 10. In accordance with NRS 271.405(7) the City Clerk shall give notice by publication in the Las Vegas Review-Journal, a newspaper of general circulation in the City, and such notice to be published at least once a week, for three consecutive publications, by three weekly insertions, the first such publication to be at least 15 days prior to the end of the 30-day period stating that said assessments have been levied and are due and payable and the last day for their payment. It shall not be necessary that the notice be published on the same day of the week, but not less than 14 days shall intervene between the first publication and the last publication. Service by publication shall be verified by the affidavit of the publisher or his designee and filed with the City Clerk of the City. In accordance with NRS 271.390(2) the City Clerk or Deputy City Clerk shall also give written notice of the levying of the assessments by mailing a copy of such notice, postage prepaid, at least 20 days prior to the end of said 30-day period, to the owner or owners of all property upon which the assessment was levied at his or her

last known address or addresses. Proof of such mailing shall be made by the affidavit of the City Clerk or Deputy City Clerk and such proof shall be filed with the City Clerk. Failure to mail any such notice or notices shall not invalidate any assessment or any other proceedings concerning the District. Proof of the publication and proof of the mailing shall be maintained in the permanent records of the office of the City Clerk until all special assessments have been paid in full or until any claim is barred by an appropriate statute of limitations. The City Council hereby determines that the manner of giving notice herein provided by publication and by mail is reasonably calculated to inform the parties of the proceedings concerning the District and the levy of assessments which may directly and adversely affect their legally protected interests.

Section 11. The notice provided for in NRS 271.390(2) and NRS 271.405(7) and in Section 10 of this Ordinance shall be in substantially the following form:

(Form of Notice)

NOTICE TO PROPERTY OWNERS OF THE LEVY OF ASSESSMENTS FOR BOUNDARIES OF DISTRICT IN CITY OF LAS VEGAS, NEVADA SPECIAL IMPROVEMENT DISTRICT NO. 1485 – ALTA DRIVE (LANDSCAPE MAINTENANCE FY2011)

NOTICE IS HEREBY GIVEN to the owners of all property upon which an assessment has been levied, and other interested persons, that District No. 1485 (FY2011) Levy Ordinance (hereinafter the "Levy Ordinance") was duly passed, adopted, signed and approved on May 19, 2010. The Levy Ordinance levied and assessed the cost and expense of Boundaries of District against the lots, tracts and parcels of land specially benefited by the maintenance in what is commonly designated as "City of Las Vegas, Nevada, Special Improvement District No. 1485 – Alta Drive (Landscape Maintenance)," (said lots, tracts and parcels of land being more specifically described in the final assessment roll designated in the ordinance).

Assessments are due and payable at the office of the City Treasurer in Las Vegas, Nevada, on or before June 22, 2010, being 30 days after the effective date of the Levy Ordinance, without interest and without demand, provided that all, or any part of such assessments may, at the election of the owner, be paid in installments, without interest as hereinafter provided. Failure to pay the whole assessment within the 30-day period will be conclusively considered and held an election on the part of all persons interested, whether under disability or otherwise, to pay the unpaid assessment in installments. In case of such election to pay in installments, the unpaid assessments will be payable in four (4) substantially equal quarterly installments of principal until paid in full, being payable at the office of the City Treasurer in Las Vegas, Nevada, on July 1, 2010, October 1, 2010, January 1, 2011 and April 1, 2011. Failure to pay any assessment installment when due will cause the whole of the unpaid principal of such assessment to become due and payable immediately at the City's option, and the whole amount of the unpaid principal will, after such delinquency, whether the City's option is or is not exercised, bear penalty interest at the rate of two percent (2%) (or at any higher rate authorized by statute, or any lower rate, which may be zero percent, for such period as determined by the City Treasurer) per month (not prorated for any portion of the month) on the unpaid balance of the assessment and accrued interest, until the day of sale or until paid, but at any time prior to the date of the sale, the owner may pay the amount of all delinquent

installments originally becoming due on or before the date of payment, and all penalty interest accrued, and will thereupon be restored to the right thereafter to pay in installments in the same manner as if default had not been suffered. The owner of any property not in default as to any assessment installment or payment may, at any time, pay the whole or any installment of the unpaid principal.

Pursuant to NRS 271.357 and NRS 271.360, any assessment against property for which an application for Hardship Determination has been approved by the City Council shall be postponed. The assessment shall remain postponed until the earlier of the following occurrences: (a) the property is sold or transferred to a person other than one to whom a Hardship Determination has been granted; (b) the property owner's application for renewal of the Hardship Determination is disapproved; or (c) the property owner pays all previous and current assessments. The property owner shall file an application for renewal of the Hardship Determination each year when the Maintenance Project is levied. The owner shall also be subject to the lien as provided in Section 6 hereof.

Pursuant to NRS 271.395, within 15 days after the effective date of the Levy Ordinance, any person who has filed a complaint, protest or objection in writing, pursuant to NRS 271.380, shall have the right to commence an action or suit in any court of competent jurisdiction to correct or set aside such determination. Thereafter, all actions or suits attacking the regularity, validity and correctness of the proceedings, of the final assessment roll, of each assessment contained therein, of the amount of special benefits and market value increases, and of the amount thereof levied on each tract, including, without limiting the generality of the foregoing, the defense of confiscation shall be perpetually barred.

The amounts assessed as aforesaid constitute a lien upon said lots, tracts and parcels of land from May 23, 2010, (i.e., the effective date of the Levy Ordinance), which lien shall be co-equal with the latest lien thereon to secure the payment of general taxes and prior and superior to all other liens, claims, encumbrances and titles (other than the liens of assessments and general taxes). The sale of any such lot, tract or parcel of land for general taxes shall not relieve such lot, tract or parcel of land from such assessment or the lien therefor.

Dated this May 19, 2010.

BEVERLY K. BRIDGES, MMC, City Clerk

(End of Form of Notice)

Section 12. The officers of the City be, and they hereby are, authorized and directed to take all action necessary and appropriate to effectuate the provisions of this Ordinance, including without limiting the generality of the foregoing, the preparation of all necessary documents, legal proceedings, the recording of the final assessment roll, and other items necessary or desirable for the completion of the levying of the assessments of the District.

Section 13. All ordinances or resolutions, or parts thereof, in conflict with the provisions of this Ordinance, are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any ordinance or resolution, or part thereof, heretofore repealed.

Section 14. That in accordance with Section 2.110 of the City Charter, this Ordinance when first proposed is to be read by title to the City Council, immediately after which an adequate number of copies of the proposed Ordinance are to be deposited with the office of the City Clerk for public examination and distribution upon request; thereafter, the City Clerk is authorized and directed to give notice of the deposit together with the title of the Ordinance by publication at least once in the Las Vegas Review-Journal, i.e., a newspaper published and having general circulation in the City, at least ten (10) days before the adoption of the Ordinance, i.e., at least ten (10) days before May 19, 2010, such publication to be in substantially the following form:

(FORM OF PUBLICATION OF NOTICE OF DEPOSIT OF AN ORDINANCE)

ORDINANCE NO. _____

AN ORDINANCE CONCERNING CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1485 ALTA DRIVE (LANDSCAPE MAINTENANCE FY2011) PROVIDING FOR THE PAYMENT OF THE COSTS AND EXPENSES OF MAINTAINING STREET BEAUTIFICATION IMPROVEMENTS; ASSESSING THE COST OF MAINTENANCE AGAINST THE ASSESSABLE LOTS, TRACTS, AND PARCELS OF LAND BENEFITED BY SAID MAINTENANCE; RATIFYING, APPROVING AND CONFIRMING ALL ACTION PREVIOUSLY TAKEN; PRESCRIBING DETAILS IN CONNECTION THEREWITH.

PUBLIC NOTICE IS HEREBY GIVEN that an adequate number of typewritten copies of the above-entitled proposed Ordinance were filed with and are available for public inspection and distribution at the office of the City Clerk of the City of Las Vegas, 400 Stewart Avenue, Las Vegas, Nevada, and that such ordinance was proposed on the 21st of April, 2010, and will be considered for adoption at the regular meeting of the City Council of the City of Las Vegas on the 19th of May, 2010.

/s/ Beverly K. Bridges
City Clerk

(End of Form)

Section 15. That this Ordinance shall be in effect on the day after its publication, as hereinafter provided. After this Ordinance is signed by the Mayor and attested and sealed by the City Clerk, this Ordinance shall be published by title only, together with the names of the City Council voting for or against its passage, and with a statement that typewritten copies of said Ordinance are available for inspection by all interested parties at the office of the City Clerk, such publication to be made in the Las Vegas Review-Journal, a newspaper published and having general circulation in the City, at least once, pursuant to Section 2.110 of the Charter and all laws thereunto enabling, such publication is to be in substantially the following form:

(Form for Publication After Final Adoption of Ordinance)

ORDINANCE NO. _____

AN ORDINANCE CONCERNING CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1485 – ALTA DRIVE (LANDSCAPE MAINTENANCE FY2011); PROVIDING FOR THE PAYMENT OF THE COSTS AND EXPENSES OF MAINTAINING STREET BEAUTIFICATION IMPROVEMENTS; ASSESSING THE COST OF MAINTENANCE AGAINST THE ASSESSABLE LOTS, TRACTS, AND PARCELS OF LAND BENEFITED BY SAID MAINTENANCE; RATIFYING, APPROVING AND CONFIRMING ALL ACTION PREVIOUSLY TAKEN; PRESCRIBING DETAILS IN CONNECTION THEREWITH.

PUBLIC NOTICE IS HEREBY GIVEN that the above Ordinance was proposed on April 21, 2010, and was passed at a regular meeting held on May 19, 2010, by the following vote of the City Council of the City of Las Vegas, Nevada:

Those Voting Aye:	Oscar B. Goodman Gary Reese Steve Wolfson Lois Tarkanian Steven D. Ross Ricki Y. Barlow Stavros S. Anthony
Those Voting Nay:	_____
	_____
Those Absent:	_____
	_____

This Ordinance shall be in full force and effect from and after May 23, 2010, i.e., the day after its publication by title only.

IN WITNESS WHEREOF, the City Council of the City of Las Vegas, Nevada, has caused this Ordinance to be published by title only.

This 19th of May, 2010.

/s/ OSCAR B. GOODMAN
Mayor
City of Las Vegas, Nevada

(SEAL)

Attest:
/s/ BEVERLY K. BRIDGES
City Clerk

Section 16. That if any section, paragraph, clause or other provision of this Ordinance 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 Ordinance.

Introduced April 21, 2010, PASSED, ADOPTED AND APPROVED May 19, 2010.

OSCAR B. GOODMAN, Mayor

Attest:

BEVERLY K. BRIDGES, MMC
City Clerk

Approved as to Form:

4/6/10
Date

Assistant City Attorney

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

I, Beverly K. Bridges, MMC, the duly chosen, 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 an ordinance which was introduced at the meeting of the City Council on April 21, 2010, and finally adopted and approved on May 19, 2010.

2. The following members of the City Council were present at the April 21, 2010, Council meeting:

Mayor:	Oscar B. Goodman
Councilmembers:	Gary Reese
	Steve Wolfson
	Lois Tarkanian
	Steven D. Ross
	Ricki Y. Barlow
	Stavros S. Anthony

3. The foregoing Ordinance was first proposed and read by title to the City Council on April 21, 2010, and referred to a committee composed of _____ and _____ for recommendation; thereafter the said committee reported favorably on said Ordinance on May 19, 2010, which was a regular meeting of said City Council; that at said regular meeting, the proposed Ordinance was again read by title to the City Council and adopted. The following members of the City Council were present at the May 19, 2010, meeting and voted upon the adoption of the Ordinance as follows:

Those Voting Aye:	Oscar B. Goodman
	Gary Reese
	Steve Wolfson
	Lois Tarkanian
	Steven D. Ross
	Ricki Y. Barlow
	Stavros S. Anthony
Those Voting Nay:	_____
	_____
Those Absent:	_____
	_____

4. The original of the Ordinance has been approved and authenticated by the signatures of the Mayor of the City and myself, as Clerk of the City, and sealed with the seal of the City, and has been recorded in the journal of the City Council kept for that purpose in my office, which record has been duly signed by such officers and properly sealed.

5. All members of the City Council were given due and proper notice of the meetings held on April 21, 2010, and May 19, 2010. Pursuant to § 241.020, Nevada Revised Statues, written notice of the meetings was given no later than 9:00 a.m. on the third working day before the meetings, including in the notice the time, place, location, and agenda of the meeting:

(a) By posting a copy of the notice by 9:00 a.m. at least three (3) working days before the meetings at the principal office of the City Council, or if there is no principal office, at the building in which the meeting is to be held, and at least three (3) other separate, prominent places within the jurisdiction of the City Council, to wit:

(i) City Clerk's Bulletin Board
City Hall Plaza
2nd Floor Skybridge
Las Vegas, Nevada

(ii) Bulletin Board
City Hall Plaza (next door to Metro Records)
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

(vi) The City of Las Vegas Website

(b) By mailing a copy of the notice by 9:00 a.m. no later than three (3) working days before the meetings 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.

6. A copy of such notice so given of the meeting of the City Council on April 21, 2010, is attached to this certificate as Exhibit A and a copy of the notice so given of the meeting of the City Council on May 19, 2010, is attached to this certificate as Exhibit B.

7. Upon request, the governing body 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 members of the governing body for an item on the agenda, except for certain confidential materials and materials pertaining to the closed meetings, as provided by law.

IN WITNESS WHEREOF, I have hereunto set my hand on this May 19, 2010.

BEVERLY K. BRIDGES, MMC
City Clerk

(SEAL)

EXHIBIT A

(Attach Copy of Notice of April 21, 2010 Meeting)

EXHIBIT B

(Attach Copy of Notice of May 19, 2010 Meeting)

City of Las Vegas Agenda Item No.: **67.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 5, 2010

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

SUBJECT:
NEW BILL:

Bill No. 2010-18 – Levies Assessment for Special Improvement District No. 1516 – Fremont Street Maintenance District (Las Vegas Boulevard to 8th Street) Sponsored by: Step Requirement

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $252,402
Funding Source: Capital Projects Fund - Special Assessments
Dept./Division: Public Works/SID

PURPOSE/BACKGROUND:
The District provides annual funding for the maintenance of the Fremont Street Commercial Area Vitalization Project. The estimated budget includes landscape maintenance, security, utilities, advertising, marketing and promotional activities within the district. The property owners will be billed in four (4) quarterly installments without interest. The fiscal amount reflects the estimated costs of SID 1516 from July 1, 2010 through June 30, 2011. The maintenance of the Commercial Area Vitalization Project is funded 100% by the property owners through this SID.

RECOMMENDATION:
This bill should be submitted to a Recommending Committee for review, hearing, and recommendation to the City Council for final action.

BACKUP DOCUMENTATION:
Bill No. 2010-18

BILL NO. 2010-18

ORDINANCE NO. _____

AN ORDINANCE CONCERNING THE CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1516 – FREMONT STREET MAINTENANCE DISTRICT (LAS VEGAS BOULEVARD TO 8TH STREET) PROVIDING FOR THE PAYMENT OF THE COSTS AND EXPENSES OF A COMMERCIAL AREA VITALIZATION PROJECT; ASSESSING THE COST OF THE PROJECT AGAINST THE ASSESSABLE LOTS, TRACTS, AND PARCELS OF LAND BENEFITED BY SAID IMPROVEMENTS; RATIFYING, APPROVING AND CONFIRMING ALL ACTION PREVIOUSLY TAKEN; PRESCRIBING DETAILS IN CONNECTION THEREWITH.

Summary: Levy Ordinance

WHEREAS, the City Council of the City of Las Vegas (the "City Council" and "City," respectively) in the County of Clark and State of Nevada (the "State"), has heretofore, pursuant to the requisite preliminary proceedings, created Las Vegas, Nevada, Special Improvement District No. 1516 - Fremont Street Maintenance District (Las Vegas Boulevard to 8th Street) (the "District"), for the purpose of acquiring, improving and maintaining a Commercial Area Vitalization Project (the "Project"), as defined in Nevada Revised Statutes ("NRS") 271.063, and has provided that the cost and expense of the Project shall be paid by special assessments, according to benefits, levied against the benefited lots, tracts and parcels of land in the District; and

WHEREAS, the District has been properly created by an ordinance heretofore adopted under the provisions of NRS Chapter 271; and

WHEREAS, the City Council has heretofore determined that the cost and expense of the Project is to be paid by special assessments levied against the benefited lots, tracts and parcels of land in the District which the City Council has determined will receive special benefits (and corresponding market value increases) from the Project; and

WHEREAS, in accordance with NRS 271.360 and 271.377, the City Council has heretofore determined, and does hereby declare, that the net cost of the Project (including all necessary incidentals which either have been or will be incurred in connection with the District) is $252,402.00, of which $0 is available from other sources and $252,402.00 is to be assessed upon the benefited lots, tracts and parcels of land in the District which the City Council has determined will receive special benefits (and corresponding market value increases) from the Project; and

WHEREAS, the City Council, by resolution heretofore adopted, directed the City's Director of Public Works, together with the City Engineer Division of the City and certain consulting engineers (collectively, the "City Engineer") to make out a final assessment roll for the District; and

WHEREAS, after a determination of the portion of the costs of such work to be paid by the property specially benefited, the City Council, together with the City Engineer made out a final assessment roll for the District containing, among other things, the names and addresses of the last

known owners of the property to be assessed, a description of each lot, tract, or parcel of land to be assessed, and the amount of the assessment thereon. The City Engineer has reported the final assessment roll to the City Council and the City Engineer has filed the final assessment roll with the City Clerk of the City (the "City Clerk"); and

WHEREAS, the City Council thereupon fixed a time and place, to wit: Wednesday, April 21, 2010, at 9:00 a.m., at the Las Vegas City Council Chambers, 400 Stewart Avenue, in Las Vegas, Nevada, when all complaints, protests and objections to the final assessment roll, to the amount of the assessments, and to the regularity of the proceedings in making such assessments, by the owners of the property specially benefited by, and proposed to be assessed for, the Project, by any person interested, and by any parties aggrieved by such assessments, would be heard and considered by the City Council; and

WHEREAS, the City Engineer has, in accordance with the provisions of law relating thereto, given the requisite legal notice by both mail and publication that complaints, protests and objections to assessments for the Project should be filed with the City Clerk, and that the City Council would hear and consider any and all complaints, protests or objections on Wednesday, April 21, 2010, at 9:00 a.m., at the Las Vegas City Council Chambers, 400 Stewart Avenue, in Las Vegas, Nevada; and

WHEREAS, the City Council caused the final assessment roll for the District to be filed in the records of the office of the City Clerk on March 17, 2010. The City Clerk, by publication and by mail, gave the requisite notice of the time and place of such hearing, of the filing of the final assessment roll in her office, of the date of filing the same, and of the right of any such person to object specifically in writing and of the waiver of any objection in the absence of such objection; and

WHEREAS, at the time and place so designated, the City Council met to hear and determine all objections filed or made orally by any interested party; and

WHEREAS, all complaints, protests and objections, both written and oral, were found to be without sufficient merit and overruled, except as provided in the District No. 1516 Assessment Protest Resolution; and

WHEREAS, by the District No. 1516 Assessment Protest Resolution, the City Council modified, corrected and revised the final assessment roll and modified, corrected, revised and confirmed the final assessment roll to be in final form; and

WHEREAS, the assessments do not exceed the benefits to the property assessed nor that portion of the total cost of the Project payable from assessments as heretofore determined; and

WHEREAS, it is incumbent upon the City Council to provide when said assessments shall become due and penalties payable after any delinquency.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES ORDAIN AS FOLLOWS:

Section 1. This Ordinance shall be known as, and may be cited by, the short title "District No. 1516 Levy Ordinance" (the "Ordinance").

Section 2. The City Council has heretofore determined, and does hereby declare, that each and every complaint, protest and objection made in connection with the District and the Project is without sufficient merit and the same be, and hereby is, overruled, and finally passed on by the City Council, except as provided in the District No. 1516 Assessment Protest Resolution.

Section 3. All actions, proceedings, matters and things heretofore taken, had and done by the City and the officers thereof (not inconsistent with the provisions of this Ordinance) concerning the District, including, but not limited to, the creation of the District, the acquisition of the Project, the amount of the construction contract, the levy of assessments for those purposes, the determination that the tracts in the District will receive special benefits and market value increases, and the validation and confirmation of the final assessment roll and the assessments therein, be, and the same hereby is, ratified, approved and confirmed.

Section 4. For the purpose of paying a portion of the costs and expenses of the Project, the amounts and assessments shown in the final assessment roll (as so filed, modified and confirmed) are hereby levied and assessed against the lots, tracts and parcels of land in the District (being all those specially benefited by the Project) and described in the final assessment roll for the District, as filed in the office of the City Clerk on March 17, 2010, and as modified and confirmed by the District No. 1516 Assessment Protest Resolution duly adopted by the City Council on May 5, 2010.

Section 5. The assessments shall be due and payable at the office of the City Treasurer in four (4) substantially equal quarterly installments of principal until paid in full, without interest, principal on such assessments being payable quarterly on July 1, 2010, October 1, 2010, January 1, 2011 and April 1, 2011. Failure to pay any installment when due shall cause the whole amount of the unpaid principal to become due and payable immediately, at the option of the City, the exercise of said option to be indicated by the commencement of foreclosure proceedings by the City; and the whole amount of the unpaid principal shall, after such delinquency, whether said option is or is not exercised, bear penalty interest at the rate of two percent (2%) (or at any higher rate authorized by statute, or any lower rate, which may be zero percent, for such period as determined by the City Treasurer) per month (not prorated for any portion of the month) on the unpaid balance of the assessment and accrued interest until the day of sale or until paid, but at any time prior to the date of the sale the owner may pay the amount of all delinquent installments originally becoming due on or before the date of said payment, and all penalty interest accrued, and shall thereupon be restored to the right thereafter to pay in installments in the same manner as if default had not been suffered. The owner of any property assessed and not in default as to any installment or payment may, at any time (at the option of such owner), pay the whole or any quarterly installment of the unpaid principal of such owner's assessment.

Pursuant to NRS 271.357 and NRS 271.360, any assessment against property for which an application for Hardship Determination has been approved by the City Council shall be postponed, but the owner shall make payments of interest on the unpaid balance of previous and current assessments at the same rate and terms as are established for other assessments in the manner provided. The assessment shall remain postponed until the earlier of the following occurrences: (a) the property is sold

or transferred to a person other than one to whom a Hardship Determination has been granted; (b) the term of the bonds expire; (c) the property owner's application for renewal of the Hardship Determination is disapproved; (d) the property owner fails to pay interest on the unpaid balance of assessments in a timely manner; or (e) the property owner pays all previous and current assessments. The owner shall also be subject to the lien as provided in Section 6 hereof.

Section 6. The amounts assessed shall be a lien upon the owner's lots, tracts and parcels of land from the effective date of this Ordinance (i.e. May 23, 2010) until paid. The lien shall be co-equal with the latest lien thereon to secure the payment of general taxes and prior and superior to all other liens, claims, encumbrances and titles (other than the liens of assessments and general taxes). The sale of any such lot, tract or parcel of land for general or other taxes shall not relieve such lot, tract or parcel of land from such assessment or the lien therefor. Such amounts shall continue to be a lien upon the lots, tracts and parcels of land assessed until paid in full (including all principal and the interest thereon, and any penalties and collection costs).

Section 7. Should any lot, tract or parcel of land within the District be divided after the effective date of this Ordinance and before the collection of all the assessment installments, or if any property in the District makes a request to do so, the City Treasurer may apportion, combine or reapportion the uncollected amounts upon the several parts of land so divided or combined in accordance with the provisions of NRS 271.425. The report of such an apportionment, combination or reapportionment, when approved, shall be conclusive on all the parties, and all assessments thereafter made upon the tracts shall thereafter be according to the subdivision. The report, when approved, shall be recorded in the office of the County Recorder of Clark County, Nevada, together with a statement that the current payment status of any of the assessments may be obtained from the City Treasurer. Neither the failure to record the report, nor any defect in the report as recorded, shall affect the validity of the assessments, the lien for the payment thereof or the priority of that lien.

Section 8. In case any lot, tract or parcel of land so assessed is delinquent in the payment of the assessment or any installment of principal or interest, the City Council shall forthwith cause the owner of such delinquent property, if known, to be immediately notified in writing of such delinquency, by first-class mail, postage prepaid, addressed to the addressee's last known address. If such delinquency is not paid within 10 days after such notice was given by deposit in the United States mail, then said assessment shall be enforced by the City Treasurer and other officers of the City, as provided in NRS 271.545 to NRS 271.630. Nothing herein shall be construed as preventing the City, at the direction of the City Council, from collecting any assessment by suit in the name of the City Council. The final assessment roll and the certified copy of this Ordinance shall be prima facie evidence of the regularity of the proceedings in making the assessment and of the right to recover judgment therefor.

Section 9. The City Clerk is hereby directed to deliver to the City Treasurer a copy of the final assessment roll for the District containing a description of the lots, tracts and parcels of land being assessed, with the amount of the assessment levied upon each and the name and address of the owner or owners against whom the assessment was made. The final assessment roll is to be recorded in

the office of the Clark County Recorder together with the statement that the current payment status of any assessment may be obtained from the City Treasurer. The City Treasurer is additionally directed to collect the several sums so assessed as a tax upon the several tracts to which they were assessed.

Section 10. In accordance with NRS 271.405(7) the City Clerk shall give notice by publication in the Las Vegas Review-Journal, a newspaper of general circulation in the City, and such notice to be published at least once a week, for three consecutive publications, by three weekly insertions, the first such publication to be at least 15 days prior to the end of the 30-day period stating that said assessments have been levied and are due and payable. The notice shall further state that payment must be made in full prior to the end of the 30 day period to avoid paying interest on the assessment. It shall not be necessary that the notice be published on the same day of the week, but not less than 14 days shall intervene between the first publication and the last publication. Service by publication shall be verified by the affidavit of the publisher and filed with the City Clerk. In accordance with NRS 271.390(2), the City Clerk or Deputy City Clerk shall also give written notice of the levying of the assessments by mailing a copy of such notice, postage prepaid, at least 20 days prior to the end of said 30-day period, to the owner or owners of all property upon which the assessment was levied at his or her last known address or addresses. Proof of such mailing shall be made by the affidavit of the City Clerk or Deputy City Clerk and such proof shall be filed with the City Clerk. Failure to mail any such notice or notices shall not invalidate any assessment or any other proceedings concerning the District. Proof of the publication and proof of the mailing shall be maintained in the permanent records of the office of the City Clerk until all special assessments and special assessment bonds issued (if such special assessment bonds are hereafter issued) shall have been paid in full, both principal and interest, or until any claim is barred by an appropriate statute of limitations. The City Council hereby determines that the manner of giving notice herein provided by publication and by mail is reasonably calculated to inform the parties of the proceedings concerning the District and the levy of assessments which may directly and adversely affect their legally protected interests.

Section 11. The notice provided for in NRS 271.390(2) and NRS 271.405(7) and in Section 10 of this Ordinance shall be in substantially the following form:

(Form of Notice)

NOTICE TO PROPERTY OWNERS OF THE LEVY OF ASSESSMENTS FOR IMPROVEMENTS IN CITY OF LAS VEGAS, NEVADA SPECIAL IMPROVEMENT DISTRICT NO. 1516 – FREMONT STREET MAINTENANCE DISTRICT (LAS VEGAS BOULEVARD TO 8TH STREET).

NOTICE IS HEREBY GIVEN to the owners of all property upon which an assessment has been levied, and other interested persons, that District No. 1516 Levy Ordinance (the "Levy Ordinance") was duly passed, adopted, signed and approved by the City Council of the City of Las Vegas on May 19, 2010. The Levy Ordinance levied and assessed a portion of the cost and expense of certain local improvements against the lots, tracts and parcels of land specially benefited by the local improvements in what is commonly designated as "City of Las Vegas, Nevada, Special Improvement District No. 1516 - Fremont Street Maintenance District (Las Vegas Boulevard to 8th Street)," (said lots, tracts and parcels of land being more specifically described in the final assessment roll designated in the Levy Ordinance).

Assessments are due and payable at the office of the City Treasurer, in Las Vegas, Nevada, in four (4) substantially equal quarterly installments of principal until paid in full, without interest, principal on such assessments being payable quarterly on July 1, 2010, October 1, 2010, January 1, 2011 and April 1, 2011. Failure to pay any installment when due shall cause the whole amount of the unpaid principal to become due and payable immediately, at the option of the City, the exercise of said option to be indicated by the commencement of foreclosure proceedings by the City; and the whole amount of the unpaid principal shall, after such delinquency, whether said option is or is not exercised, bear penalty interest at the rate of two percent (2%) (or at any higher rate authorized by statute, or any lower rate, which may be zero percent, for such period as determined by the City Treasurer) per month (not prorated for any portion of the month) on the unpaid balance of the assessment and accrued interest until the day of sale or until paid, but at any time prior to the date of the sale the owner may pay the amount of all delinquent installments originally becoming due on or before the date of said payment, and all penalty interest accrued, and shall thereupon be restored to the right thereafter to pay in installments in the same manner as if default had not been suffered. The owner of any property assessed and not in default as to any installment or payment may, at any time (at the option of such owner), pay the whole or any quarterly installment of the unpaid principal of such owner's assessment.

Pursuant to NRS 271.357 and NRS 271.360, any assessment against property for which an application for Hardship Determination has been approved by the City Council shall be postponed, but the owner shall make payments of interest on the unpaid balance of previous and current assessments at the same rate and terms as are established for other assessments in the manner provided. The assessment shall remain postponed until the earlier of the following occurrences: (a) the property is sold or transferred to a person other than one to whom a Hardship Determination has been granted; (b) the term of the bonds expires; (c) the property owner's application for renewal of a Hardship Determination is

disapproved; (d) the property owner fails to pay interest on the unpaid balance of assessments in a timely manner; or (e) the property owner pays all previous and current assessments. The owner shall also be subject to the lien as provided in Section 6 of the Levy Ordinance.

Pursuant to NRS 271.395, within 15 days after the effective date of the Levy Ordinance, any person who has filed a complaint, protest or objection in writing, pursuant to NRS 271.380, shall have the right to commence an action or suit in any court of competent jurisdiction to correct or set aside such determination. Thereafter, all actions or suits attacking the regularity, validity and correctness of the proceedings, of the final assessment roll, of each assessment contained therein, of the amount of special benefits and market value increases, and of the amount thereof levied on each tract, including, without limiting the generality of the foregoing, the defense of confiscation shall be perpetually barred.

The amounts assessed as aforesaid constitute a lien upon said lots, tracts and parcels of land from May 23, 2010 (i.e., the effective date of the Levy Ordinance), which lien shall be co-equal with the latest lien thereon to secure the payment of general taxes and prior and superior to all other liens, claims, encumbrances and titles (other than the liens of assessments and general taxes). The sale of any such lot, tract or parcel of land for general taxes shall not relieve such lot, tract or parcel of land from such assessment or the lien therefor.

Dated this May 19, 2010.

Beverly K. Bridges, MMC, City Clerk

(End of Form of Notice)

Section 12. The officers of the City be, and they hereby are, authorized and directed to take all action necessary and appropriate to effectuate the provisions of this Ordinance, including without limiting the generality of the foregoing, the preparation of all necessary documents, legal proceedings, the recording of the final assessment roll, and other items necessary or desirable for the completion of the levying of the assessments of the District and the issuance of the bonds therefor.

Section 13. All ordinances or resolutions, or parts thereof, in conflict with the provisions of this Ordinance, are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any ordinance or resolution, or part thereof, heretofore repealed.

Section 14. In accordance with Section 2.110 of the City Charter, this Ordinance when first proposed is to be read by title to the City Council, immediately after which an adequate number of copies of the proposed Ordinance are to be deposited with the office of the City Clerk for public examination and distribution upon request; thereafter, the City Clerk is authorized and directed to give notice of the deposit together with the title of the Ordinance by publication at least once in the Las Vegas Review-Journal, i.e., a newspaper published and having general circulation in the City, at least ten (10) days before the adoption of the Ordinance, i.e., at least ten (10) days before May 19, 2010, such publication to be in substantially the following form:

(Form of Publication of Notice of Deposit of an Ordinance)

ORDINANCE NO. _____

AN ORDINANCE CONCERNING THE CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1516 – FREMONT STREET MAINTENANCE DISTRICT (LAS VEGAS BOULEVARD TO 8TH STREET) PROVIDING FOR THE PAYMENT OF THE COSTS AND EXPENSES OF A COMMERCIAL AREA VITALIZATION PROJECT; ASSESSING THE COST OF THE PROJECT AGAINST THE ASSESSABLE LOTS, TRACTS, AND PARCELS OF LAND BENEFITED BY SAID IMPROVEMENTS; RATIFYING, APPROVING AND CONFIRMING ALL ACTION PREVIOUSLY TAKEN; PRESCRIBING DETAILS IN CONNECTION THEREWITH.

PUBLIC NOTICE IS HEREBY GIVEN that an adequate number of typewritten copies of the above-entitled proposed Ordinance were filed with and are available for public inspection and distribution at the office of the City Clerk of the City of Las Vegas, 400 Stewart Avenue, Las Vegas, Nevada, and that such ordinance was proposed on the 5th day of May, 2010, and will be considered for adoption at the regular meeting of the City Council of the City of Las Vegas on the 19th day of May, 2010.

/s/ BEVERLY K. BRIDGES, MMC
City Clerk

(End of Form)

Section 15. This Ordinance shall be in effect on the day after its publication, as provided in this Ordinance. After this Ordinance is signed by the Mayor and attested and sealed by the City Clerk, this Ordinance shall be published by title only, together with the names of the City Council voting for or against its passage, and with a statement that typewritten copies of said Ordinance are available for inspection by all interested parties at the office of the City Clerk, such publication to be made in the Las Vegas Review-Journal, a newspaper published and having general circulation in the City, at least once, pursuant to Section 2.110 of the Charter and all laws thereunto enabling, such publication is to be in substantially the following form:

(Form for Publication After Final Adoption of Ordinance)

ORDINANCE NO. _____

AN ORDINANCE CONCERNING THE CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1516 – FREMONT STREET MAINTENANCE DISTRICT (LAS VEGAS BOULEVARD TO 8TH STREET) PROVIDING FOR THE PAYMENT OF THE COSTS AND EXPENSES OF A COMMERCIAL AREA VITALIZATION PROJECT; ASSESSING THE COST OF THE PROJECT AGAINST THE ASSESSABLE LOTS, TRACTS, AND PARCELS OF LAND BENEFITED BY SAID IMPROVEMENTS; RATIFYING, APPROVING AND CONFIRMING ALL ACTION PREVIOUSLY TAKEN; PRESCRIBING DETAILS IN CONNECTION THEREWITH.

PUBLIC NOTICE IS HEREBY GIVEN that the above Ordinance was proposed on May 5, 2010, and was passed at a regular meeting held on May 19, 2010, by the following vote of the City Council of the City of Las Vegas, Nevada:

Those Voting Aye:	Oscar B. Goodman Gary Reese Steve Wolfson Lois Tarkanian Steven D. Ross Ricki Y. Barlow Stavros S. Anthony
Those Voting Nay:	_____ _____
Those Absent:	_____ _____

This Ordinance shall be in full force and effect from and after May 23, 2010, i.e., the day after its publication by title only.

IN WITNESS WHEREOF, the City Council of the City of Las Vegas, Nevada, has caused this Ordinance to be published by title only.

This 19th day of May, 2010.

/s/ OSCAR B. GOODMAN
Mayor
City of Las Vegas, Nevada

(SEAL)

Attest:
/s/ BEVERLY K. BRIDGES, MMC
City Clerk

Section 16. That if any section, paragraph, clause or other provision of this Ordinance 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 Ordinance.

INTRODUCED MAY 5, 2010, PASSED, ADOPTED AND APPROVED MAY 19, 2010.

OSCAR B. GOODMAN, Mayor

Attest:

BEVERLY K. BRIDGES, MMC, City Clerk

Approved as to Form:

4/20/10
Date Assistant City Attorney

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

I, Beverly K. Bridges, MMC, the duly chosen, qualified City Clerk of the City of Las Vegas (the "City"), in the State of Nevada, do hereby certify:

1. The foregoing pages constitute a true, correct, complete and compared copy of an ordinance which was introduced at the meeting of the City Council of the City (the "City Council") on May 5, 2010 and finally adopted and approved on May 19, 2010.

2. The following members of the City Council were present at the May 5, 2010 meeting:

Mayor:	Oscar B. Goodman
Councilmembers:	Gary Reese
	Steve Wolfson
	Lois Tarkanian
	Steven D. Ross
	Ricki Y. Barlow
	Stavros S. Anthony

3. The foregoing Ordinance was first proposed and read by title to the City Council on May 5, 2010, and referred to a committee composed of _____ and _____ for recommendation; thereafter the said committee reported favorably on said Ordinance on May 19, 2010, which was a regular meeting of said City Council; that at said regular meeting, the proposed Ordinance was again read by title to the City Council and adopted. The following members of the City Council were present at the May 19, 2010, meeting and voted upon the adoption of the Ordinance as follows:

Those Voting Aye:	Oscar B. Goodman
	Gary Reese
	Steve Wolfson
	Lois Tarkanian
	Steven D. Ross
	Ricki Y. Barlow
	Stavros S. Anthony
Those Voting Nay:	_____
Those Absent:	_____
	_____

4. The original of the Ordinance has been approved and authenticated by the signatures of the Mayor of the City and myself, as Clerk of the City, and sealed with the seal of the City, and has been recorded in the journal of the City Council kept for that purpose in my office, which record has been duly signed by such officers and properly sealed.

5. All members of the City Council were given due and proper notice of the meetings held on May 5, 2010 and May 19, 2010. Pursuant to § 241.020, Nevada Revised Statues, written notice of the meetings was given no later than 9:00 a.m. on the third working day before the meetings, including in the notice the time, place, location, and agenda of the meeting:

(a) By posting a copy of the notice by 9:00 a.m. at least three (3) working days before the meetings at the principal office of the City Council, or if there is no principal office, at the building in which the meeting is to be held, and at least three (3) other separate, prominent places within the jurisdiction of the City Council, to wit:

(i) City Clerk's Bulletin Board
City Hall Plaza
2nd Floor Skybridge
Las Vegas, Nevada

(ii) Bulletin Board
City Hall Plaza (next door to Metro Records)
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

(vi) The City of Las Vegas website

and

(b) By mailing a copy of the notice by 9:00 a.m. no later than three (3) working days before the meetings 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.

6. A copy of such notice so given of the meeting of the City Council on May 5, 2010, is attached to this certificate as Exhibit A and a copy of the notice so given of the meeting of the City Council on May 19, 2010, is attached to this certificate as Exhibit B.

7. A copy of the affidavit of publication of notice of deposit of the Ordinance is attached to this certificate as Exhibit C. A copy of the affidavit of publication of adoption of the Ordinance is attached to this certificate as Exhibit D.

8. 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 members of the City Council for an item on

the agenda, except for certain confidential materials and materials pertaining to the closed meetings, as provided by law.

IN WITNESS WHEREOF, I have hereunto set my hand on this May 19, 2010.

Beverly K. Bridges, MMC, City Clerk

(SEAL)

EXHIBIT A

(Attach Copy of Notice of May 5, 2010 Meeting)

EXHIBIT B

(Attach Copy of Notice of May 19, 2010 Meeting)

EXHIBIT C

(Attach Affidavit of Publication of Filing of Ordinance)

EXHIBIT D

(Attach Affidavit of Publication of Adoption of Ordinance)

City of Las Vegas Agenda Item No.: **68.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 5, 2010

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

SUBJECT:
NEW BILL:

Bill No. 2010-19 – Corrects an error in the mandatory spay-neuter ordinance to set the required age for spay/neuter procedures at four months rather than six. Proposed by: Bradford R. Jerbic, City Attorney

Fiscal Impact

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

PURPOSE/BACKGROUND:
Last November the City Council adopted Ordinance No. 6067, which, among other things, addressed the spaying or neutering of dogs and cats. The intent of the ordinance as discussed was to have the spay/neuter requirement apply to dogs and cats over four months old. The title and summary of the ordinance so indicated, but the operative provision in the body of the ordinance mistakenly indicated an age of six months rather than four. This bill corrects the error in order to effectuate the City Council's intent.

RECOMMENDATION:
This bill should be submitted to a Recommending Committee for review, hearing and recommendation to the City Council for final action.

BACKUP DOCUMENTATION:
Bill No. 2010-19

BILL NO. 2010-19

ORDINANCE NO. _____

AN ORDINANCE TO CORRECT AN ERROR IN THE MANDATORY SPAY-NEUTER ORDINANCE TO SET THE REQUIRED AGE FOR SPAY/NEUTER PROCEDURES AT FOUR MONTHS RATHER THAN SIX, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Proposed by: Bradford R. Jerbic, City Attorney

Summary: Corrects an error in the mandatory spay-neuter ordinance to set the required age for spay/neuter procedures at four months rather than six.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Title 7, Chapter 14, Section 10, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

7.14.010: Except as otherwise provided in Section 7.14.020, it is unlawful for any person to harbor within the City any dog or cat over the age of [six] four months that has not been spayed or neutered. For purposes of this Section, the term "harbor" means to have legal ownership of, or to provide, on a regular basis, care, shelter, protection, refuge, nourishment, or medical treatment.

SECTION 2: If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

SECTION 3: Whenever in this ordinance any act is prohibited or is made or declared to be unlawful or an offense or a misdemeanor, or whenever in this ordinance the doing of any act is required or the failure to do any act is made or declared to be unlawful or an offense or a misdemeanor, the doing of such prohibited act or the failure to do any such required act shall constitute a misdemeanor and upon conviction thereof, shall be punished by a fine of not more than

$1,000.00 or by imprisonment for a term of not more than six months, or by any combination of such fine and imprisonment. Any day of any violation of this ordinance shall constitute a separate offense.

SECTION 4: All ordinances or parts of ordinances or sections, subsections, phrases, sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, in conflict herewith are hereby repealed.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2010.

APPROVED:

By _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 4-21-10
Date

The above and foregoing ordinance was first proposed and read by title to the City Council on the _____ day of _____, 2010, and referred to the following committee composed of _____ and _____ for recommendation; thereafter the said committee reported favorably on said ordinance on the _____ day of _____, 2010, which was a _____ meeting of said Council; that at said _____ meeting, the proposed ordinance was read by title to the City Council as first introduced and adopted by the following vote:

VOTING "AYE": _____

VOTING "NAY": _____

ABSENT: _____

APPROVED:

By _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

City of Las Vegas Agenda Item No.: **69.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 5, 2010

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

SUBJECT:
NEW BILL:

Bill No. 2010-20 – Revises and updates zoning-related application and hearing procedures generally; provides that Planning Commission action on most special use permits is final, unless appealed or requested for review by a member of the City Council; and provides a procedure for Required Reviews of approved zoning applications. (TXT-37402) Proposed by: M. Margo Wheeler, Director of Planning and Development

Fiscal Impact

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

PURPOSE/BACKGROUND:
This bill will revise zoning-related application and hearing procedures generally, implementing various recommendations made as part of the Development Review Process Efficiency Analysis presented to and approved by the City Council in January. Of particular note are 1) a provision that Planning Commission action on most special use permits is final, unless appealed or requested for review by a member of the City Council, and 2) a new procedure for Required Reviews of approved zoning applications.

RECOMMENDATION:
This bill should be submitted to a Recommending Committee for review, hearing and recommendation to the City Council for final action.

BACKUP DOCUMENTATION:
Bill No. 2010-20

BILL NO. 2010-20

ORDINANCE NO. _____

AN ORDINANCE REVISING AND UPDATING ZONING-RELATED APPLICATION AND HEARING PROCEDURES GENERALLY; PROVIDING THAT PLANNING COMMISSION ACTION ON MOST SPECIAL USE PERMITS IS FINAL, UNLESS APPEALED OR REQUESTED FOR REVIEW BY A MEMBER OF THE CITY COUNCIL; PROVIDING A PROCEDURE FOR REQUIRED REVIEWS OF APPROVED ZONING APPLICATIONS; AND PROVIDING FOR OTHER RELATED MATTERS.

Proposed by: M. Margo Wheeler, Director of Planning and Development

Summary: Revises and updates zoning-related application and hearing procedures generally; provides that Planning Commission action on most special use permits is final, unless appealed or requested for review by a member of the City Council; and provides a procedure for Required Reviews of approved zoning applications.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Title 19, Chapter 00, Section 70, Subsection (F), of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

(F) Appeals of Interpretation.

(1) General. Except as otherwise provided in Paragraph (2) below, [Any] any person aggrieved in connection with the inability to obtain a building permit or by the decision of any administrative officer or agency based upon or made in the course of the administration or enforcement of any provision of this Title may appeal the decision to the City Council. An appeal must be in written form and must be filed in the office of the City Clerk, with a copy to be filed in the office of the [Department of Planning and Development.] Department. The appeal must be filed within ten days after the administrative decision is made and shall specifically describe the decision at issue and the basis for the appeal. The appeal shall be considered on the next available agenda of the City Council.

(2) Appeal Unavailable. An appeal pursuant to Paragraph (1) is not available:

(a) For the purpose of avoiding or circumventing the application procedures set forth in LVMC Chapter 19.18; or

(b) Regarding a decision where the result of, or the remedy or relief from, that

decision is specifically provided for by means of an application or process described in Chapter 19.18. Such decisions include without limitation:

(i) An administrative decision to deny a particular application where Chapter 19.18 specifically provides for a subsequent application or process to follow such a denial; or

(ii) An administrative decision that a particular development or activity does not qualify or is ineligible for a particular type of application, where Chapter 19.18 specifically provides for a subsequent application or process to follow such a decision.

SECTION 2: Title 19, Chapter 6, Section 50, Subsection (C), of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

C. Rezoning And Minimum Site Area

Property may be rezoned to the Planned Development District by the City Council in accordance with the requirements of this Chapter and Chapter 19.18.040. Each rezoning parcel shall be described as a separate district, with distinct boundaries and specific design and development standards. Each district shall be assigned a district development project number or label, along with the designation "PD". The rezoning shall include the adoption of a specific master development plan and development standards.

The minimum site area for a Planned Development District is five acres. [, except that the City Council may waive this requirement when proper planning justification is shown.]

SECTION 3: Title 19, Chapter 18, Section 10, Subsection (B), Paragraph (3), of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

(3) Pre-application Conference. A pre-application conference with a designated representative from the Department [of Planning and Development] is required prior to submitting an application for a General Plan Amendment, a Rezoning, a Major Site Development Plan Review, a Special Use Permit, a Variance or a Development Agreement.

SECTION 4: Ordinance No. 6086 and Title 19, Chapter 18, Section 10, Subsection (C), of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, are hereby amended so

that Subsection(C) reads as follows:

(C) Fees.

(1) Adopted. The Director is authorized to charge fees related to the processing of applications, appeals and other requests in accordance with the Fee Schedule. The Fee Schedule set forth in Title 19 is hereby adopted as part of this Title and may be amended from time to time by resolution of the City Council.

(2) When Payable. Fees for filing applications, appeals and other requests under this Title are set forth in the Fee Schedule and are due at the time the application, appeal or request is filed.

(3) Additional Fees. With respect to any application, appeal or other request under this Title that requires notification of a public hearing, the applicant shall also pay the notification and advertising costs identified in the Fee Schedule. Payment of those costs shall be made upon filing of the application.

(4) Waiver of Fees. The City Manager may waive any fee referred to in the Fee Schedule on behalf of:

(a) Any member of the Southern Nevada Regional Planning Coalition; or

(b) Any entity with whom the Coalition is required to integrate long-term planning programs pursuant to NRS 278.02584.

SECTION 5: Title 19, Chapter 18, Section 30, Subsection (C), Paragraph (1), of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

(1) Initiation of Application. A General Plan Amendment may be initiated by the Department, the Planning Commission or the City Council, or by means of an application filed by the owner(s) of record of each parcel of property proposed for a General Plan Amendment.

SECTION 6: Title 19, Chapter 18, Section 30, Subsection (C), Paragraph (4), of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

(4) Other Governmental Ownership.

(a) Application Requirements. With respect to property which is owned by the State of

Nevada or the United States of America, a General Plan Amendment application is sufficient if it is signed and acknowledged by a prospective purchaser of that property who has: [entered]

(i) Entered into a contract with the governmental entity to obtain ownership of the property[.];

(ii) Provided to the Department a letter from the governmental entity indicating that it consents to the filing of the application and agrees to be bound by the application; or

(iii) Provided to the Department a letter from the governmental entity indicating that it has no objection to the filing of the application.

(b) Effect of Letter of No Objection. In the case of an application that is supported by a letter of no objection under Subparagraph (a)(iii) of this Paragraph (4), the applicant shall acknowledge in writing, by means of a form provided by the Department or in a form acceptable to the City Attorney, that:

(i) The processing of the application is done as an accommodation only;

(ii) The application, the results thereof, and any entitlements related thereto are dependent upon the applicant's obtaining an enforceable contractual interest in the property; and

(iii) The applicant assumes the risk of proceeding without any assurance that approval of the application will lead to an ability to implement the approval.

SECTION 7: Title 19, Chapter 18, Section 30, Subsection (F), Paragraph (2), of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

(2) Notice.

(a) Notice Provided. Notice of the time, place and purpose of the hearing must be given at least ten days before the hearing by:

(i) Publishing the notice in a newspaper of general circulation within the City;

(ii) Mailing a copy of the notice to:

A. The applicant;

B. Each owner of real property located within a minimum of one thousand feet of the property described in the application;

C. Each tenant of any mobile home park that is located within one thousand feet of the property described in the application;

D. The owner of each of the thirty separately-owned parcels nearest to the property described in the application to the extent this notice does not duplicate the notice otherwise required by this Paragraph (2);

E. Any advisory board which has been established for the affected area by the City Council; and

F. The president or head of any registered local neighborhood organization whose organization boundaries are located within a minimum of one mile of the property described in the application.

(b) Names Provided. The Department [of Planning and Development] shall provide, at the request of the applicant, the [name, address and phone number] name and address of any person notified pursuant to Subparagraph (F) above.

(c) Additional Notice. The Department may give additional notice of the hearing by expanding the area of notification or using other means of notification or both. The Department shall endeavor to provide any additional notice at least ten days before the date of the hearing.

(d) Signs. Notification signs shall be posted in conformance with Section 19.18.010 (D).

SECTION 8: Title 19, Chapter 18, Section 40, Subsection (C), of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

(C) Minimum Site Requirements. Property which is proposed to be rezoned to the following zoning districts must meet the minimum criteria denoted below in order to be considered for rezoning: [, except that a minimum site area requirement may be waived in a particular case by the City Council.]

(1) R-CL District. Rezoning parcel must be an infill parcel which has a maximum site area of three acres, is surrounded by existing R-CL development and does not lend itself to R-PD development.

(2) R-MHP District. Minimum site area of five acres.

(3) P-C District. Minimum site area of three thousand acres.

(4) C-PB District. Minimum site area of twenty acres.

(5) PD District. Minimum site area of five acres.

SECTION 9: Title 19, Chapter 18, Section 40, Subsection (D), Paragraph (2), of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

(2) Initiation of Application. An application for a rezoning may be initiated by the Department, the Planning Commission or the City Council, or by means of an application filed by the owner(s) of record of each parcel of property proposed for rezoning.

SECTION 10: Title 19, Chapter 18, Section 40, Subsection (D), Paragraph (3), of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

(3) Other Governmental Ownership.

(a) Application Requirements. With respect to property which is owned by the State of Nevada or the United States of America, a rezoning application is sufficient if it is signed and acknowledged by a prospective purchaser of that property who has: [entered]

(i) Entered into a contract with the governmental entity to obtain ownership of the property[.];

(ii) Provided to the Department a letter from the governmental entity indicating that it consents to the filing of the application and agrees to be bound by the application; or

(iii) Provided to the Department a letter from the governmental entity indicating that it has no objection to the filing of the application.

(b) Effect of Letter of No Objection. In the case of an application that is supported by a letter of no objection under Subparagraph (a)(iii) of this Paragraph (4), the applicant shall acknowledge in writing, by means of a form provided by the Department or in a form acceptable to the City Attorney, that:

(i) The processing of the application is done as an accommodation only;

(ii) The application, the results thereof, and any entitlements related thereto are dependent upon the applicant's obtaining an enforceable contractual interest in the property; and

(iii) The applicant assumes the risk of proceeding without any assurance that approval of the application will lead to an ability to implement the approval.

SECTION 11: Title 19, Chapter 18, Section 40, Subsection (D), Paragraph (6), of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

(6) Contiguous Land. Except with respect to rezoning applications initiated by the Department, the Planning Commission or the City Council, all of the land in the application shall be contiguous with at least one common point.

SECTION 12: Title 19, Chapter 18, Section 40, Subsection (H), Paragraph (2), of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

(2) Notice.

(a) Notice Provided. Notice of the time, place and purpose of the hearing must be given at least ten days before the hearing by:

(i) Publishing the notice in a newspaper of general circulation within the City;

(ii) Mailing a copy of the notice to:

A. The applicant;

B. Each owner of real property located within a minimum of one thousand feet of the property described in the application;

C. Each tenant of any mobile home park that is located within one thousand feet of the property described in the application;

D. The owner of each of the thirty separately-owned parcels nearest to the property described in the application to the extent this notice does not duplicate the notice otherwise required by this Paragraph (2);

E. Any advisory board which has been established for the affected area by the City Council; and

F. The president or head of any registered local neighborhood organization whose organization boundaries are located within a minimum of one mile of the property described

in the application.

(b) Names Provided. The Department [of Planning and Development] shall provide, at the request of the applicant, the [name, address and phone number] name and address of any person notified pursuant to Subparagraph (F) above.

(c) Additional Notice. The Department may give additional notice of the hearing by expanding the area of notification or using other means of notification or both. The Department shall endeavor to provide any additional notice at least ten days before the date of the hearing.

(d) Signs. Notification signs shall be posted in conformance with Section 19.18.010 (D).

SECTION 13: Title 19, Chapter 18, Section 50, Subsection (B), Paragraph (4), of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

(4) Certain Conversions. The [conversions] conversion of any development from multi-family or apartment development to condominium status[, or the conversion of any condominium development to a rental-only multi-family or apartment development,] shall require a Site Development Plan Review.

SECTION 14: Title 19, Chapter 18, Section 50, Subsection (C), of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

[(C) Authority. The Director shall have the authority to determine whether a Site Development Plan will be subject to a major review or a minor review and to approve or deny any Site Development Plan which requires a minor review. However, final approval authority shall rest with:

(1) The Planning Commission, if the Commission specifically has reserved the right, through prior action, to review and maintain approval authority of any Site Development Plan; or

(2) The City Council, if the Council specifically has reserved the right, through prior action, to review and maintain approval authority of any Site Development Plan, or if a member of the City Council requests a review pursuant to this Section.

In approving a Site Development Plan, the Director, or if applicable, the Planning Commission or City Council, may impose conditions deemed necessary to ensure the orderly development of the site.]

(C) Authority.

(1) The Director shall have the authority to:

(a) Determine whether an activity or improvement is exempt under Paragraph (2) of Subsection (B) of this Section;

(b) Determine whether a Site Development Plan will be subject to a major review or a minor review under this Section; and

(c) Approve or deny any Site Development Plan which requires a minor review; provided, however, that final approval authority shall rest with:

(i) The Planning Commission, if the Commission specifically has reserved the right, through prior action, to review and maintain approval authority of any Site Development Plan; or

(ii) The City Council, if the Council specifically has reserved the right, through prior action, to review and maintain approval authority of any Site Development Plan, or if a member of the City Council requests a review pursuant to this Section.

(2) In approving a Site Development Plan, the Director, or if applicable, the Planning Commission or City Council, may impose conditions deemed necessary to ensure the orderly development of the site.

SECTION 15: Title 19, Chapter 18, Section 50, Subsection (D), of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

(D) Design Standards. All required Site Development Plans shall meet or exceed the minimum standards established in this Title. In addition, the [City's policy document entitled "Landscape, Wall and Buffer Standards" is] City may adopt policy documents as a resource for acceptable standards and design solutions. To the extent that such [document establishes] documents establish minimum requirements and standards and [is] are formally adopted by the City Council, Site Development Plans must comply with [that document.] those documents.

SECTION 16: Title 19, Chapter 18, Section 50, Subsection (F), of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

(F) Minor Review of Site Development Plans.

(1) Minor Review Decisions. Site Development Plans requiring Minor Reviews may be approved administratively by the Director. Minor Reviews include without limitation:

(a) Alterations which affect the external dimensions of an existing building or structure that complies with all applicable requirements of this Title and with any previous conditions or discretionary approval.

(b) New commercial or industrial construction of five thousand square feet or less that complies with all applicable requirements of this Title.

(c) New residential construction consisting of no more than four dwelling units that complies with all applicable requirements of this Title and is not part of a sequential application for additional units.

(2) Minor Review Process. A minor Development Review is initiated by the submission of a Site Development Plan Review application or an application for a Building Permit. If submitted as part of a Building Permit application, issuance of the Building Permit shall constitute approval of the Minor Review and no further action is required.

(3) Review By City Council. The administrative approval of a Site Development Plan pursuant to this Subsection (F) shall be final action unless, within ten days following the approval, a member of the City Council files with the Director a written request for the Council to review the approval. In the event such a request is filed, the [Council shall have final authority to approve, deny or modify the Site Development Plan.] Site Development Plan shall be subject to the Major Development Review Process set forth in Subsection (G) of this Section.

SECTION 17: Title 19, Chapter 18, Section 50, Subsection (G), Paragraph (2), Subparagraph (a), of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

[(a) Application. An application for a Major Development Review shall be filed in the Department of Planning and Development. The application shall be signed and notarized by the owner of the property where the development is to occur or by the owner's authorized agent. A Site Development Plan requiring a Major Review may not be approved as part of a Building Permit Application.]

(a) Application. A pre-application conference pursuant to LVMC 19.18.010(B)(3) is required

prior to submitting an application for a Major Development Review. A Site Development Plan requiring a Major Review may not be approved as part of a Building Permit Application. An application for a Major Development Review shall be filed with the Department. The application shall be signed and notarized:

(i) By the owner of the property, where the development is to be undertaken by the owner or the owner's authorized agent; or

(ii) By a prospective purchaser of the property, where the property is owned by the State of Nevada or the United States of America and the prospective purchaser has:

A. Entered into a contract with the governmental entity to obtain ownership of the property;

B. Provided to the Department a letter from the governmental entity indicating that it consents to the filing of the application and agrees to be bound by the application; or

C. Provided to the Department a letter from the governmental entity indicating that it has no objection to the filing of the application.

➥In the case of an application that is supported by a letter of no objection under Subparagraph (a)(ii)(C) of this Paragraph (2), the applicant shall acknowledge in writing, by means of a form provided by the Department or in a form acceptable to the City Attorney, that the processing of the application is done as an accommodation only; that the application, the results thereof, and any entitlements related thereto are dependent upon the applicant's obtaining an enforceable contractual interest in the property; and that the applicant assumes the risk of proceeding without any assurance that approval of the application will lead to an ability to implement the approval.

SECTION 18: Title 19, Chapter 18, Section 50, Subsection (G), Paragraph (2), Subparagraph (f), of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

(f) Appeal of Planning Commission Action. If the applicant is aggrieved by the Planning Commission's denial of an application, or by any condition imposed upon an approval, the applicant may appeal the decision to the City Council by written request. [The appeal must be filed in the Office of the City Clerk within ten days after the Planning Commission's action.] In the case of an approval,

an appeal may be filed by any property owner within the area of notification for the Planning Commission hearing, as well as by anyone who appeared, either in person, through an authorized representative or in writing, before the Planning Commission regarding the application. Any appeal must be filed in the office of the City Clerk within ten days after the Planning Commission's action. Pursuant to LVMC 19.18.010(C), the City Council may establish one or more fees to be paid in connection with the filing of an appeal under this Subparagraph (f), and the amount of any fee so established shall be as set forth in the Fee Schedule.

SECTION 19: Title 19, Chapter 18, Section 50, Subsection (H), Subsection (1), of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended as follows:

(1) Minor Amendment. Minor relocation or reorientation of buildings, lot lines and/or easements, relocation of internal access and circulation; relocation or rearrangement of parking areas, reduction of established square footage and/or density limitations, [by ten percent or less,] and increase of landscape or building setbacks are considered minor amendments and may be approved administratively. However, the Director has no authority to approve any:

(a) Alteration in the basic relationship of the proposed development to adjacent property;

(b) [Material change in the uses or types of uses permitted;] Change necessitating a waiver or variance of development standards set forth in this Title;

(c) [Material increase] Increase in the maximum density, floor area, or height[;] by more than ten percent;

(d) Material decrease in the amount of off-street parking, unless the amount of parking remains sufficient and conforms to the requirements of this Title;

(e) Reduction in the minimum yards or setbacks by more than ten percent; [or]

(f) Material change in the characteristics of the elevational drawings [or Site Development Plan as approved.] so as to alter the basic design quality and character of the proposed development; or

(g) Other material change that is not necessitated by minimum requirements adopted under the authority of Title 16, LVMC Chapter 20.10, or the Uniform Standard Drawings,

as adopted by the City.

(2) Major Amendment. Any amendment which does not qualify as a Minor Amendment shall be deemed to be considered a Major Amendment and shall be processed in the same manner as a new Site Development Plan application.

SECTION 20: Title 19, Chapter 18, Section 50, Subsection (J), of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended as follows:

(J) Expiration. A Site Development Plan which is not exercised within the approval period shall be void, unless an extension of time is granted upon a showing of good cause. An extension of time may be granted only if application therefor is made prior to the expiration of the approval period. For purposes of this Subsection (J):

(1) The "approval period" for a Site Development Plan is the time period specified in the approval, if one is specified, and is two years, otherwise.

(2) A Site Development Plan is exercised upon the issuance of a building permit for the principal structure on the site[.] or, in the case of a residential subdivision, upon the recordation of a final subdivision map.

SECTION 21: Title 19, Chapter 18, Section 60, Subsection (B), of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

(B) Authority. Except as otherwise provided in this Subsection (B), [The City Council, upon recommendation by] the Planning Commission[,] shall have the authority to approve, approve with conditions, or deny an application for a Special Use Permit[.], and the decision of the Planning Commission is final. If the decision of the Planning Commission is appealed or forwarded to the City Council in accordance with this Section 19.18.060, the City Council may affirm, modify or reverse the decision of the Planning Commission. The decision of the City Council is final for purposes of judicial review.

SECTION 22: Title 19, Chapter 18, Section 60, Subsection (G), of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

(G) Planning Commission Public Hearing and Action.

(1) Hearing. The Planning Commission shall hold a public hearing on each application

for a Special Use Permit within sixty-five days after the application is properly filed.

(2) Notice.

(a) Notice Provided. Notice of the time, place and purpose of the hearing must be given at least ten days before the hearing by:

(i) Publishing the notice in a newspaper of general circulation within the City;

(ii) Mailing a copy of the notice to:

A. The applicant;

B. Each owner of real property located within a minimum of one thousand feet of the property described in the application, or in the case of an application to authorize the sale of alcoholic beverages, a minimum of one thousand five hundred feet;

C. Each tenant of any mobile home park that is located within one thousand feet of the property described in the application, or in the case of an application to authorize the sale of alcoholic beverages, a minimum of one thousand five hundred feet;

D. The owner of each of the thirty separately-owned parcels nearest to the property described in the application to the extent this notice does not duplicate the notice otherwise required by this Paragraph (2);

E. Any advisory board which has been established for the affected area by the City Council; and

F. The president or head of any registered local neighborhood organization whose organization boundaries are located within a minimum of one mile of the property described in the application.

(b) Names Provided. The Department [of Planning and Development] shall provide, at the request of the applicant, the [name, address and phone number] <u>name and address</u> of any person notified pursuant to Subparagraph (F) above.

(c) Additional Notice. The Department may give additional notice of the hearing by expanding the area of notification or using other means of notification or both. The Department shall endeavor to provide any additional notice at least ten days before the date of the hearing.

(d) Signs. Notification signs shall be posted in conformance with 19.18.010(D) and NRS Chapter 278.

(3) Hearing. The Planning Commission shall conduct a public hearing on the application. In its discretion and for good cause, the Planning Commission may hold the application in abeyance for further study. However, subject to the provisions of State law, the Commission may not grant to an applicant more than two continuances on the same matter, unless the Commission determines, upon good cause shown, that the granting of additional continuances is warranted. Following the hearing or hearings, the Planning Commission shall [make its recommendation to] approve, approve with conditions, or deny the application for a Special Use Permit. The [recommendation] decision shall be based upon the recommendation of City departments and other evidence that makes the grant or denial of the Special Use Permit appropriate[.] under Subsection (L) of this Section.

(4) Conditions of Approval. [Recommendation.] In [recommending] connection with the approval of a Special Use Permit, the Planning Commission may impose any conditions, restrictions or limitations as the Commission may determine to be necessary to meet to the general purpose and intent of this Title and to ensure that the public health, safety and welfare are being maintained.

(5) Notice of Planning Commission Decision. [Written notice of the Planning Commission's decision shall be provided to the applicant, agent, or both.] The Planning Commission shall provide written notice of its decision, which shall include the reasons for the decision, and if the decision is to approve the Special Use Permit, any modifications, conditions or limitations that the Planning Commission may impose. The notice shall be provided to the owner, developer or agent. A copy of the notice shall also be filed with the City Clerk, and the date of the notice shall be deemed to be the date notice of the decision is filed with the City Clerk.

SECTION 23: Title 19, Chapter 18, Section 60, Subsection (J), of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

(J) Appeals and City Council Review.

[(1) Appeal of Denial. A decision by the Planning Commission to deny a Special Use Permit application becomes final and effective at the expiration of ten days after the date of the decision unless, within that period, the applicant appeals the decision by written request filed with the

City Clerk. The City Council may establish a fee for the filing of an appeal, and the amount of any fee so established shall be as set forth in the Fee Schedule.

(2) Final Action by City Council Concerning Approval. A decision by the Planning Commission to approve a Special Use Permit application constitutes a recommendation to the City Council. The City Council shall make the final decision concerning the application.]

(1) Appeals and Requests for Review. Except as otherwise provided in Paragraph (2) below, a decision by the Planning Commission becomes final and effective at the expiration of ten days after the date of the decision unless, within that period, a written appeal or written request to review is filed in the office of the City Clerk. An appeal may be filed by the applicant and, with respect to an approval, by any property owner within the area of notification for the Planning Commission hearing, as well as by anyone who appeared, either in person, through an authorized representative or in writing, before the Planning Commission regarding the application. Pursuant to LVMC 19.18.010(C), the City Council may establish one or more fees to be paid in connection with the filing of an appeal under this Subparagraph (f), and the amount of any fee so established shall be as set forth in the Fee Schedule. A request to review may be filed by a member of the City Council.

(2) Applications Automatically Forwarded to City Council. Special Use Permit applications of the following types, whether approved or denied by the Planning Commission, shall be forwarded automatically to the City Council for final decision:

(a) A Special Use Permit application that is required to be heard by the City Council by virtue of prior Council action;

(b) A Special Use Permit application that is related to and was filed in connection with an application for any of the following:

(i) A General Plan Amendment;

(ii) A Rezoning; or

(iii) A Site Development Plan Review that, pursuant to Section 19.18.050(G), requires final action by the City Council.

SECTION 24: Title 19, Chapter 18, Section 60, Subsection (K), of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

(K) City Council Public Hearing.

(1) Notice and Hearing. The City Council shall conduct a public hearing on all Special Use Permit applications which are appealed or are forwarded to the Council for final action. The City Clerk is authorized to consolidate all appeals or requests for review that have been filed regarding a particular application, or to schedule them in sequence or otherwise, in which case the City Council may hear the items separately or consolidate them for purposes of hearing, as the Council deems appropriate. The City Clerk shall mail written notice of the Council hearing, at least ten days before the hearing, to the property owners who were notified by mail of the Planning Commission hearing, or to the current owners of record in the case of properties whose ownership has changed in the interim.

(2) City Council Decision. [The City Council may approve, approve with conditions, or deny a Special Use Permit application. In so doing,] In considering whether to affirm, modify or reverse the decision of the Planning Commission, the City Council shall consider the [recommendation] decision of the Planning Commission and the evidence presented at the public hearing, and shall be guided by the statement of purpose underlying the regulation of the improvement of land expressed in NRS 278.020. Action by the City Council is final for purposes of judicial review. In the case of an appeal, the City Council:

(a) May not grant to an aggrieved person more than two continuances on the same matter, unless the Council determines, upon good cause shown, that the granting of additional continuances is warranted; and

(b) Must render its decision within forty-five days, unless otherwise agreed to by the person filing the appeal.

(3) Notice of City Council Decision. The City Council shall provide written notice of its decision, which shall include the reasons for the decision, and if the decision is to approve the Special Use Permit, any modifications, conditions or limitations that the City Council may impose. The notice shall be provided to the owner, developer or agent. A copy of the notice shall also be filed with the City Clerk, and the date of the notice shall be deemed to be the date notice of the decision is filed with the City Clerk.

SECTION 25: Title 19, Chapter 18, Section 60, Subsection (M), of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

(M) Amendments to an Approved Special Use Permit. [A Special Use Permit is limited to the uses and structures which are shown on the approved site development plan and are consistent with any conditions of approval.] Any request to amend or modify an approved Special Use Permit shall be submitted to the Department, [of Planning and Development.] Upon receipt of such a request, the Director shall determine if the request constitutes a minor amendment or a major amendment. Minor amendments may be approved administratively. A major amendment requires approval by the Planning Commission or City Council, [after a recommendation by the Planning Commission.] whichever body took final action to approve the Special Use Permit. Minor and major amendments are categorized as follows:

[(1) Minor Amendments. A minor amendment includes a:

(a) Relocation or reorientation of buildings which does not alter the basic relationship to adjacent property;

(b) Minor adjustment in lot lines and/or easements;

(c) Minor rearrangement of internal access and circulation;

(d) Relocation or rearrangement of parking areas;

(e) Change in the approved square footage or density that does not represent an increase of more than ten percent; and

(f) Change in landscaping or building setbacks that does not represent a significant decrease.]

(1) Minor Amendment. An amendment qualifies as a minor amendment if it meets either of the following criteria and does not require the waiver of any minimum Special Use Permit requirement or the increase or expansion of such a waiver that was allowed previously:

(a) A reduction or expansion of the use allowed by the Special Use Permit that represents less than fifty percent of the square footage of the original approval.

(b) A relocation of the use on the same legal parcel as the original approval where any reduction or expansion of the use qualifies under Subparagraph (a) above.

(2) Major Amendment. A major amendment includes any change which does not qualify as a minor amendment.

SECTION 26: Title 19, Chapter 18, Section 60, Subsection (O), of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

(O) Revocation.

(1) Notice. [The City Council may hold a hearing to revoke or modify a Special Use Permit. At least ten days prior to any hearing, written notice of the hearing shall be delivered to the owner, developer, or both.] A Special Use Permit may be revoked or modified by the Planning Commission or the City Council, whichever body took final action to approve the Special Use Permit. Such action must be preceded by a hearing, written notice of which must be delivered to the owner, developer, or both, at least ten days before the hearing. Notice may be delivered in person or by certified mail, return receipt requested, mailed to the address shown in the records of the Clark County Assessor.

(2) Findings. A Special Use Permit may be revoked or modified for cause, including a finding of one or more of the following:

(a) That the Special Use Permit was obtained by misrepresentation or fraud;

(b) That conditions have changed and the use or development is no longer compatible with surrounding land uses or the General Plan;

(c) That the use or development is not in compliance with one or more of the conditions of approval; and

(d) That the use permitted by the Special Use Permit is in violation of any statute, ordinance, law or regulation.

(3) Notice of Decision. Written notice of [the] a decision regarding the revocation or modification of a Special Use Permit shall be provided to the owner, developer or agent.

(4) Appeal. In the case of a decision by the Planning Commission to revoke or modify a Special Use Permit that was approved as final action by the Commission, the appeal provisions of Subsections (J) and (K) of this Section shall apply.

SECTION 27: Title 19, Chapter 18, Section 60, Subsection (P), of the Municipal Code

of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

(P) Termination.

(1) Expiration for Failure to Exercise.

(a) A Special Use Permit which cannot be exercised except upon construction of a new building, and which is not exercised within the approval period shall be void, unless the [City Council grants] applicant obtains an extension of time upon a showing of good cause. Application for an extension shall be made to the Planning Commission or City Council, whichever body took final action to approve the Special Use Permit. An extension of time may be granted only if application therefor is made prior to the expiration of the approval period. For purposes of this Subparagraph (a):

(i) The "approval period" for a Special Use Permit is the time period specified in the approval, if one is specified, and is two years, otherwise.

(ii) A Special Use Permit is exercised upon the issuance of a building permit for the new construction.

(b) A Special Use Permit which does not require the construction of a new building in order to be exercised, and which is not exercised within the approval period shall be void, unless the [City Council grants] applicant obtains an extension of time upon a showing of good cause. Application for an extension shall be made to the Planning Commission or City Council, whichever body took final action to approve the Special Use Permit. An extension of time may be granted only if application therefor is made prior to the expiration of the approval period. For purposes of this Subparagraph (b):

(i) The "approval period" for a Special Use Permit is the time period specified in the approval, if one is specified, and is [one year,] two years, otherwise.

(ii) A Special Use Permit is exercised upon approval of a business license to conduct the activity, if one is required, or otherwise, upon the issuance of a [certificate of occupancy] no-work certificate of occupancy (where no structural work is required) or the approval of a final inspection[.] for tenant improvements.

(2) Cessation of Use. A Special Use Permit shall be void without further action if:

(a) The Special Use Permit was issued for alcoholic beverage use and such use ceases for one hundred and eighty days or more, or twenty-four months or more if the building in which the use was being conducted has been damaged or partially destroyed by fire, flood, wind, another calamity or an act of God; or

(b) The Special Use Permit was issued for a use other than alcoholic beverage use and such use ceases for twelve months or more, or twenty-four months or more if the building in which the use was being conducted has been damaged or partially destroyed by fire, flood, wind, another calamity or an act of God.

SECTION 28: Title 19, Chapter 18, Section 70, Subsection (J), of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

(J) Appeals.

(1) Denials Generally. Except as otherwise provided in Paragraph (3), a decision by the Planning Commission to deny a Variance application becomes final and effective at the expiration of ten days after the date of the decision unless, within that period, the applicant appeals the decision by written request filed with the City Clerk. [The] Pursuant to LVMC 19.18.010(C), the City Council may establish a fee [for] to be paid in connection with the filing of an appeal, and the amount of any fee so established shall be as set forth in the Fee Schedule.

(2) Approvals Generally. Except as otherwise provided in Paragraph (3), a decision by the Planning Commission to approve a Variance application becomes final and effective at the expiration of ten days after the date of the decision unless, within that period, a member of the City Council requests that the item be [forwarded to] reviewed by the Council, or an aggrieved person appeals the decision by written request filed with the City Clerk. [The] For purposes of this Paragraph (2), an "aggrieved person" means any property owner within the area of notification for the Planning Commission hearing, as well as anyone who appeared, either in person, through an authorized representative or in writing, before the Planning Commission regarding the application. Pursuant to LVMC 19.18.010(C), the City Council may establish a fee [for] to be paid in connection with the filing of an appeal, and the amount of any fee so established shall be as set forth in the Fee Schedule.

[(3) Automatic Review by City Council. In each of the following cases, the decision by the

Planning Commission on a Variance application constitutes a recommendation to the City Council, and the City Council shall make the final decision concerning the application:

(a) A Variance application that has been approved by the Planning Commission regarding a reduction in required parking or regarding an existing structure; or

(b) A Variance application, whether approved or denied by the Planning Commission, that is related to and was filed in connection with an application for a General Plan Amendment, an application for rezoning, or an application for Site Development Plan Review that requires final action by the City Council.]

(3) Automatic Review by City Council. With respect to any Variance application related to and filed in connection with an application for a General Plan Amendment; an application for rezoning; or an application for a Special Use Permit or Site Development Plan Review that requires final action by the City Council, the decision by the Planning Commission, whether an approval or denial, constitutes a recommendation to the City Council, which shall make the final decision concerning that Variance application.

SECTION 29: Title 19, Chapter 18, Section 70, Subsection (O), of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

(O) Termination.

(1) Expiration for Failure to Exercise.

(a) A Variance which will require the construction of a new building and which is not exercised within [two years after approval] the approval period shall be void, unless the applicant obtains an extension of time upon a showing of good cause. Application for an extension shall be made to the Planning Commission or City Council, whichever body took final action to approve the Variance. An extension of time may be granted only if application therefor is made prior to the expiration of the [two-year] approval period. For purposes of this Subparagraph (a):

(i) The "approval period" for a Variance is the time period specified in the approval, if one is specified, and is two years, otherwise.

(ii) [, a] A Variance is exercised upon the issuance of a building permit for the new construction.

(b) A Variance which will not require the construction of a new building and which is not exercised within [one year after approval] the approval period shall be void, unless the applicant obtains an extension of time upon a showing of good cause. Application for an extension shall be made to the Planning Commission or City Council, whichever body took final action to approve the Variance. An extension of time may be granted only if application therefor is made prior to the expiration of the [one-year] approval period. For purposes of this Subparagraph (b), a Variance is exercised upon the approval of a business license to conduct the activity, if one is required, or otherwise, upon the issuance of a [certificate of occupancy] no-work certificate of occupancy (where no structural work is required) or the approval of a final inspection[.] for tenant improvements.

(2) Cessation of Use. A Variance to allow a use that is not permitted in a particular zone shall be void without further action if the use approved by the Variance ceases for a period of twelve months or more.

SECTION 30: Title 19, Chapter 18, Section 80, Subsection (A), of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

(A) Purpose. The purpose of this Section is to establish a procedure (entitled an Administrative Deviation) to allow for minor adjustments of specific requirements of [the Title 19] this Title where, because of special and unique conditions applicable to a specific lot or structure, the literal enforcement of the requirements as applied to the lot or structure would result in an unnecessary hardship. The Administrative Deviation procedure is available as an alternative to the Variance procedure, to be pursued at the option of the applicant. If an application for Administrative Deviation is denied, the Variance procedure must be followed in order for the applicant to obtain the relief sought.

SECTION 31: Title 19, Chapter 18, Section 80, Subsection (B), of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

(B) Authority. The Director [of the Department of Planning and Development] shall have the authority to grant an Administrative Deviation, in accordance with the provisions of this Section, to allow a [minor deviation on residential lots] deviation of up to ten percent regarding the following:

(1) Front, rear and side yard building setbacks; [(for developed single-family lots only);]

(2) [Block wall heights; and] Wall heights;

(3) Accessory structure setbacks and heights[.];

(4) Planting areas and materials; and

(5) Loading and stacking spaces.

SECTION 32: Title 19, Chapter 18, Section 80, Subsection (C), of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

(C) Eligibility to Apply.

(1) No application for an Administrative Deviation regarding a building setback may be submitted unless:

(a) In the case of a required side or rear setback of ten feet or less, the requested deviation will not exceed ten percent of the required setback, and construction within the reduced setback will not extend more than fifteen feet parallel to the property line from which the setback is measured;

(b) In the case of required side or rear yard setback of greater than ten feet or a required front yard setback of greater than ten feet (exclusive of front-loading garages), the requested deviation will not exceed ten percent of the required setback, and construction within the reduced setback will not extend more than fifteen feet parallel to the property line from which the setback is measured; and

(c) The requested deviation is for a structure that will not exceed the greater of one story or fifteen feet in height[; and

(d) The applicant submits signatures representing ownership of all abutting properties indicating no objection to the requested deviation.]

(2) No application for an Administrative Deviation may be submitted regarding the height of an accessory structure unless[:

(a) The] the requested height does not exceed one and two-tenths times the height of the main dwelling and does not exceed the allowable building height for the zoning district in which the property is located.[; and

(b) The applicant submits signatures representing the ownership of all abutting properties indicating no objection to the requested deviation, or the ownership of all properties within one hundred feet of the subject property, whichever would require the most signatures.

(3) For purposes of this Subsection (C), the term "abutting" means sharing any property line with the parcel for which the deviation is sought, or which would share a property line but for an intervening right-of-way. In the case of deviations for setbacks or block walls, the Director shall have the authority to waive the signature requirement regarding properties which are deemed not to be adversely affected.]

SECTION 33: Title 19, Chapter 18, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by adding thereto a new section, designated as Section 150, reading as follows:

19.18.150: Required Reviews

(A) Purpose. The Planning Commission and City Council are authorized by the provisions of this Title to impose conditions in connection with their approval of applications under this Title. From time to time, such conditions of approval include a condition requiring that the application so approved (the "approved item") be brought back for review, either an administrative review or a review by the approving body. The purpose of the Required Review process described in this Section is to provide the mechanism by which approved items may be reviewed for compliance with the provisions of this Title and with conditions that were imposed in connection with the approval.

(B) Application. An application for a Required Review shall be filed with the Department on a form to be provided by the Department. The application shall be signed and acknowledged by the owner of record of the property for which the Required Review is sought, and shall be notarized as to the owner's signature. In the absence of a voluntary application, the Department may process the Required Review on its own initiative.

(C) Types of Required Review. Where the type of review required by a condition of approval was an administrative review, the Required Review shall be performed by the Director. Where the type of review required by a condition of approval was not an administrative review, the provisions of Subsections (D) through (F) of this Section shall apply.

(D) Hearing. An application or agenda item for a Required Review shall be heard by the Planning Commission or City Council, depending on which body took final action to approve the items subject to a Required Review. Notice of the time, place and purpose of the hearing must be given at least ten days before the hearing by:

(1) Publishing the notice in a newspaper of general circulation within the City; and

(2) Mailing a copy of the notice to;

(a) The applicant, if any, or otherwise to the property owner, operator of the use, or other representative;

(b) Each owner of real property located within a minimum of one thousand feet of the property described in the application;

(c) The president or head of any registered local neighborhood organization whose organization boundaries are located within the minimum of one mile of the property described in the application; and

(d) The owner of each of the thirty separately-owned parcels nearest to the property described in the application to the extent that this notice does not duplicate the notice otherwise required by this Paragraph (2).

(E) Decision. The Planning Commission or City Council, as the case may be, may take such action as it deems appropriate regarding the application, including without limitation:

(1) Allowing the previous approval to continue subject to further review;

(2) Allowing the previous approval to continue without further review;

(3) Allowing the previous approval to continue subject to a different scope, or subject to conditions other than any previously imposed; or

(4) Revoking or otherwise terminating the previous approval, but only if notice of the potential to take such action is provided at least fourteen days in advance of the hearing to:

(a) The applicant (if any) or to the applicant's agent; or

(b) Otherwise, to the property owner or operator of the use (or an agent).

(F) Notice of Decision. Written notice of the decision by the Planning Commission or City Council, as the case may be, including the reasons therefor, shall be provided to the applicant, if any,

or the applicant's agent, or otherwise to the property owner, the operator of the use, or an agent therof. A copy of the notice shall also be filed with the City Clerk, and the date of the notice shall be deemed to be the date notice of the decision is filed with the City Clerk.

SECTION 34: Title 19, Chapter 20, Section 20, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by amending the definition of the term "Department" to read as follows:

"Department" means the [Department of Planning and Development of the City of Las Vegas.] City's Planning and Development Department.

SECTION 35: For purposes of Section 2.100(3) of the City Charter, LVMC 19.00.070, 19.06.050, 19.18.010, 19.18.030, 19.18.040, 19.18.050, 19.18.060, 19.18.070, 19.18.080 and 19.20.020 are deemed to be subchapters rather than sections.

SECTION 36: If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

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SECTION 37: All ordinances or parts of ordinances or sections, subsections, phrases, sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, in conflict herewith are hereby repealed.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2010.

APPROVED:

By _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 4-21-10
_____
Date

The above and foregoing ordinance was first proposed and read by title to the City Council on the _____ day of _____, 2010, and referred to the following committee composed of _____ and _____ for recommendation; thereafter the said committee reported favorably on said ordinance on the _____ day of _____, 2010, which was a _____ meeting of said Council; that at said _____ meeting, the proposed ordinance was read by title to the City Council as first introduced and adopted by the following vote:

VOTING "AYE": _____

VOTING "NAY": _____

ABSENT: _____

APPROVED:

By _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

City of Las Vegas Agenda Item No.: **70.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 5, 2010

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

SUBJECT:
NEW BILL:

Bill No. 2010-21 – Updates the hearing procedures of the Municipal Code relating to parking infractions. Proposed by: Bradford R. Jerbic, City Attorney

Fiscal Impact

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

PURPOSE/BACKGROUND:
Under applicable City ordinances, parking citations may be contested by means of a hearing officer process. For those who don't choose that process, another potential means of contesting a citation has been to appear in response to a civil complaint filed by the City in Municipal Court. The Municipal Court process has not proved workable, so this bill establishes the hearing officer process as the exclusive means of contesting a citation.

RECOMMENDATION:
This bill should be submitted to a Recommending Committee for review, hearing and recommendation to the City Council for final action.

BACKUP DOCUMENTATION:
1. Bill No. 2010-21
2. Business Impact Statement

BILL NO. 2010-21

ORDINANCE NO. _____

AN ORDINANCE TO UPDATE THE HEARING PROCEDURES OF THE MUNICIPAL CODE RELATING TO PARKING INFRACTIONS, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Proposed by: Bradford R. Jerbic, City Attorney

Summary: Updates the hearing procedures of the Municipal Code relating to parking infractions.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Title 11, Chapter 10, Section 80, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

11.10.080: (A) [A person who responds to a Notice of Infraction] The owner or operator of a vehicle concerning which a Notice of Infraction has been issued and served in accordance with this Chapter must:

(1) "Admit" responsibility for the commission of the infraction and liability for the penalty imposed and pay the appropriate civil fine and penalty;

(2) Contact the Director of Finance and Business Services, or his authorized designee, "admit" responsibility and liability for the commission of the infraction and any penalties thereon and arrange a schedule for the payment of such fines and penalties; or

(3) [Accept responsibility as the owner and/or operator of the vehicle while reserving the right] Request a binding hearing, as provided for in Subsections (B) to (J), inclusive, of this Section in order to disclaim responsibility as the owner or operator, or to dispute the propriety of the issuance of the Notice of Infraction and any penalties [thereon and agree to a binding hearing in the nature of an arbitration or alternative dispute resolution as provided in Subsections (B) through (J), inclusive of this Section; or] related thereto.

[(4) Await the filing and receipt of a civil Complaint and Summons (or Affidavit of Complaint and Order) in accordance with Section 11.10.100 through Section 11.10.120, inclusive and appear as summonsed to defend against such civil Complaint (or Affidavit of Complaint) or be subject to the entry of a default judgment at the time of such failure to appear as

summonsed (or ordered) and upon proof of service of the Complaint and Summons (or Affidavit of Complaint and Order) as provided in Section 11.10.110.]

(B) [Unless the City has sought judicial enforcement of the Notice of Infraction pursuant to Section 11.10.100, a] A person may initiate a hearing pursuant to Paragraph (3) of Subsection (A) of this Section by personally contacting the Director of Finance and Business Services, or his designee, identifying his/her name, current address and the Notice(s) of Infraction(s) and penalties thereon which such person wishes to subject to such hearing and receiving a date for such hearing. Any person initiating such a hearing in this manner [thereby stipulates to] (the "defendant") shall be bound by the decision of the Hearing Officer concerning liability for the infraction(s) and responsibility for the penalties thereon. [and shall acknowledge the same in writing. Any person] If any defendant scheduling a hearing before the Hearing Officer [thereby further stipulates that in the event of his or her failure] fails to appear at such hearing without having first sought and obtained a continuance of such hearing, the Hearing Officer may enter a decision against the defendant for the full amount of fines and penalties scheduled to be reviewed. [and shall acknowledge the same in writing. The acknowledgment provided for herein] In connection with the request for a hearing, the defendant must acknowledge the binding nature of the hearing and the Hearing Officer's authority in the event the defendant fails to appear at a hearing. The acknowledgment shall be in substantially the following form:

I _____, hereby request a binding hearing [in the nature of arbitration or alternative dispute resolution] before the Hearing Officer. My address is _____. I request that this hearing involve Notice(s) of Infraction(s) Number _____. I understand that the Hearing Officer is an attorney and not an elected or appointed judge.

I understand that I am [agreeing to be] bound by the decision of the Hearing Officer. I understand that if I fail to appear for the scheduled hearing before the Hearing Officer without first obtaining a continuance of such hearing, the Hearing Officer [can and will] may enter a decision against me for the full amount and penalties scheduled to be reviewed. I understand and agree that if necessary due to my lack of timely payment, the City of Las Vegas

can and will use this binding decision to have a formal civil judgment entered against me in the Las Vegas Municipal Court.

I understand that if a civil judgment is obtained, the City may seek and obtain a writ of execution against me. I understand that if a writ of execution is obtained, my wages and/or bank accounts may be garnished, liens may be put on my property and my vehicle(s) may be towed or immobilized. I also understand that my vehicle(s) may be immobilized without a writ of execution if:

1. I accumulate more than $500.00 in unpaid civil fines, judgments and penalties for parking violations, or

2. At least five Notices of Infraction have been issued and served with respect to vehicles I own and have not been responded to within the time set forth in LVMC 11.10.090.

Knowing all of the above, I still wish to request a binding hearing before the Hearing Officer on the above-described Notice(s) of Infraction(s). I hereby acknowledge the above and further acknowledge that at my request a hearing has been set for _____, 20_____ at the hour of _____ m.

_____
Defendant

(C) Any hearing conducted pursuant to Subsection (A), Paragraph (3) and Subsection (B) of this Section shall be presided over by a Hearing Officer who shall be an attorney licensed to practice law in the State of Nevada.

(D) With respect to any hearing conducted pursuant to Subsection (A), Paragraph (3) and Subsection (B) of this Section, a properly filed Notice of Infraction shall constitute a claim of liability and a claim for relief and no other such claim shall be required. Prima facie proof of the violation alleged shall be established by the City providing the Hearing Officer with either a certified copy of the Notice of Infraction or the data stored in a computer or other device as described in Subsection (B) of Section 11.10.030. [, Subsection (B) of this Chapter.] No formal appearance by the City Attorney's office is required. The hearings and dispositions of all such actions shall be informal, with the Hearing Officer receiving witness statements or testimony and other evidence for the sole

purpose of dispensing fair and speedy justice between the parties.

(E) The burden of proving any defense shall be upon the person raising such defense.

(F) If the Hearing Officer finds that the infraction did not occur or that an infraction was committed, but one or more of the defenses set forth below is applicable, the Hearing Officer shall enter his decision for the defendant. Such a decision shall release the registered owner and/or operator from all liability thereunder. Such defenses include, but are not limited to:

(1) At the time of the receipt of the notice, possession of the subject vehicle had been acquired by another in violation of the laws of the State of Nevada;

(2) If the notice alleges a violation of any ordinance pertaining to a meter, such meter was mechanically malfunctioning to the extent that its reliability was questionable;

(3) Compliance with the subject ordinances would have presented an imminent danger to persons or property;

(4) The area of the alleged violation was so inadequately marked or lit as to fail to give sufficient notice that access to the area was restricted or prohibited;

(5) A mechanical malfunction of the vehicle caused it to be parked in the area alleged and it was removed as soon as could be reasonably expected thereafter;

(6) At the time of the issuance of the Notice of Infraction, the vehicle was parked consistent with public safety, by a physically handicapped person, a disabled veteran or a person transporting a physically handicapped person or disabled veteran in compliance with NRS 484.407.

(G) Except as provided in Subsection (H) of this Section, the defendant shall pay the total civil fines and penalties forthwith or at such times and on such conditions as the Hearing Officer shall prescribe if it is found that the person has either failed to appear or otherwise defend against the issuance of the infraction as agreed or that the infraction has been committed and no applicable defense exists. It is the defendant's burden to establish by a preponderance of the evidence that, through no fault of himself or his agent, he failed to receive notice of the issuance of the Notice of Infraction as provided in this Chapter. If the defendant meets this burden, he is not liable for any

civil penalties which would otherwise apply and such penalties shall not be included in any decision against the defendant.

(H) Upon request and proper proof, the Hearing Officer may reduce his decision concerning liability by up to twenty-five percent of the original amount found due in consideration of the timely payment of the prior balance if satisfied by the defendant that a preponderance of the evidence shows that the defendant has become indigent and will be unable to pay the balance.

(I) Upon reaching a decision, the Hearing Officer shall as soon as practicable thereafter, file a written decision substantially conforming to the following form:

City of Las Vegas, Clark County, Nevada, City of Las Vegas, Plaintiff v. _____, Defendant. Before, _____, Hearing Officer for the City of Las Vegas, Clark County, Nevada, decision is entered in favor of _____, (plaintiff or defendant) for $_____ (enter $0.00 if judgment is for the defendant), on the _____ day of _____, 20_____. I certify that the foregoing is a correct reflection of the decision entered in the action properly brought for my consideration pursuant to [Title 11, Chapter 10, Section 080 of the Las Vegas Municipal Code.] Section 11.10.080.

_____
Hearing Officer

(J) [Based upon the defendant's stipulation to be bound by the decision of the Hearing Officer, the] The City Attorney may petition the Las Vegas Municipal Court for the entry of a civil judgment against the defendant in an amount equal to that stated in the written decision of the Hearing Officer if the City Attorney determines this action to be necessary to enforce such decision. Service of such petition on the defendant must be made by certified mail, return receipt requested, restricted delivery, addressed to the registered owner of the vehicle at his last known address, as indicated by the vehicle registration which is maintained by the Nevada Department of Motor Vehicles or in any other manner which is authorized by law. An affidavit or declaration of mailing, a signed, returned receipt, or other evidence of service shall be filed upon such service of the petition. Once a petition for civil judgment pursuant to this Subsection (J) has been filed with the Municipal Court, the assigned judge has jurisdiction to grant or deny the relief prayed for therein.

SECTION 2: Title 11, Chapter 10, Section 90, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

11.10.090: (A) A response to a Notice of Infraction, as provided in [Subsection (A) or Subsection (B) of] Section 11.10.080, must be made within thirty calendar days after the date on which the Notice of Infraction is served. If no response is received during such thirty-day period, an additional civil penalty which is equal to the amount of the original civil fine must be assessed.

(B) After the expiration of the thirty-day response period, the Director of Finance and Business Services, or his authorized designee must send a Notice of Delinquency by mail to the registered owner of the vehicle at the registered owner's last known address, as indicated by the vehicle registration which is maintained by the Nevada Department of Motor Vehicles. The Notice of Delinquency must contain the date of the infraction, the amount of the civil fine and the amount of any penalty which is associated therewith. The registered owner has fifteen calendar days after the date of the Notice of Delinquency in which to respond thereto in the manner which is provided in [Subsection (A) or Subsection (B) of] Section 11.10.080. If no response is made to the Notice of Delinquency within such additional fifteen-day period, a civil penalty must be assessed equal to two times the original civil fine amount, in addition to the original civil fine.

(C) If a person fails to respond to a Notice of Infraction or a Notice of Delinquency in accordance with this Chapter, the City is entitled to collect the amount of any fines and penalties by means of any remedy available under applicable law, including without limitation filing a notice of nonpayment with the Nevada Department of Motor Vehicles and referring the matter to a collection agency.

SECTION 3: Title 11, Chapter 10, Sections 100, 110 and 120, of the Municipal Code of the City of Las Vegas, Nevada, are hereby repealed in their entirety.

SECTION 4: If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision,

paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

SECTION 5: All ordinances or parts of ordinances or sections, subsections, phrases, sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, in conflict herewith are hereby repealed.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2010.

APPROVED:

By _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

ValSteed 4-21-10
Date

The above and foregoing ordinance was first proposed and read by title to the City Council on the _____ day of _____, 2010, and referred to the following committee composed of _____ and _____ for recommendation; thereafter the said committee reported favorably on said ordinance on the _____ day of _____, 2010, which was a _____ meeting of said Council; that at said _____ meeting, the proposed ordinance was read by title to the City Council as first introduced and adopted by the following vote:

VOTING "AYE": _____

VOTING "NAY": _____

ABSENT: _____

APPROVED:

By _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

BUSINESS IMPACT STATEMENT
BILL NO. 2010-21
(Updates the hearing procedures of the Municipal Code relating to parking infractions)

This business impact statement was prepared pursuant to NRS 237.090 to address the impact of a proposed ordinance, Bill No. 2010-21, that will update the hearing procedures of the Municipal Code relating to parking infractions.

1. The following constitutes a description of the number of the manner in which comment was solicited from affected businesses, a summary of their responses and an explanation of the manner in which other interested persons may obtain a copy of the summary.

No businesses identified

2. The estimated economic effect of the proposed rule on businesses, including, without limitation, both adverse and beneficial effects, and both direct and indirect effects:

Adverse effects:

None identified

Beneficial effects:

None identified

Direct effects:

None identified

Indirect effects:

None identified

3. The following constitutes a description of the methods the local government considered to reduce the impact of the proposed rule on businesses and a statement regarding whether any, and if so which, of these methods were used:

Not applicable

4. The governing body estimates the annual cost to the local government for enforcement of the proposed rule is:

No additional cost identified

5. If the proposed rule provides for a new fee or increases an existing fee, the total annual amount expected to be collected is:

Not applicable

6. If the proposed rule provides for a new fee or increases an existing fee, the money generated by the new fee or increase in existing fee will be used by the local government to:

Not applicable

7. If the proposed rule includes provisions that duplicate or are more stringent that federal, state or local standards regulating the same activity, the following explains when such duplicative or more stringent provisions are necessary:

Not applicable

Date: April 21, 2010

City of Las Vegas Agenda Item No.: **71.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 5, 2010

DEPARTMENT: HUMAN RESOURCES
DIRECTOR: CLAUDETTE ENUS ☐ **Consent** ☒ **Discussion**

SUBJECT:
Closed Session - Upon duly carried Motion, a closed meeting is called in accordance with NRS 288.220 to discuss labor issues

Fiscal Impact

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

PURPOSE/BACKGROUND:
To discuss labor issues

RECOMMENDATION:
None

BACKUP DOCUMENTATION:
None

CITY OF LAS VEGAS NEVADA

City of Las Vegas Agenda Item No.: **72.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 5, 2010

DEPARTMENT: CITY CLERK
DIRECTOR: BEVERLY K. BRIDGES ☐ **Consent** ☒ **Discussion**

SUBJECT:

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

City of Las Vegas Agenda Item No.: **73.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 5, 2010

DEPARTMENT: NEIGHBORHOOD SERVICES
DIRECTOR: STEPHEN K. HARSIN ☐ **Consent** ☒ **Discussion**

SUBJECT:
ABEYANCE ITEM - Public Hearing to consider the report of expenses to recover costs for abatement of nuisance located at 4312 Amethyst Avenue in the amount of $3,466.50 (General Fund) and assess a maximum of $41,550 in daily civil penalties. PROPERTY OWNER: JEANNE SENIUR - Ward 6 (Ross)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $3,466.50
Funding Source: General Fund
Dept./Division: Neighborhood Services/Response

PURPOSE/BACKGROUND:
The condition of the property was a public hazard and an attractive nuisance. The Department of Neighborhood Services declared the property in violation and started legal notification. When no corrective action was taken nor an appeal filed the Department of Neighborhood Services hired American Demolition to board front and rear doors on mobile home, board all openings on accessory structure, prime and paint over surface areas of fire damage on mobile home and accessory structure, remove all trash and debris, remove fire damaged white van, remove dismantled brown GMC truck. To date, there have been nine (9) inspections conducted at this location. The estimated value of the property based on Zillow.com is $101,500.

RECOMMENDATION:
That the City Council: Approve the report of expenses to include $950 invoice for American Demolition services in addition to other fees assessed for a total of $3,466.50 and consider assessing a maximum of $41,550 in daily civil penalties.

BACKUP DOCUMENTATION:
1. Agenda Memo
2. Location Maps
3. Report of Expenses
4. Contractor Disclosure
5. Notice of Public Hearing
6. Chronological List of Events
7. Copy of the Notice and Claim of Lien
8. Rescheduled Notification Letter

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: MAY 5, 2010
DEPARTMENT: Neighborhood Services
ITEM DESCRIPTION: ABEYANCE ITEM - Public Hearing to consider the report of expenses to recover costs for abatement of nuisance located at 4312 Amethyst Avenue in the amount of $3,466.50 (General Fund) and assess a maximum of $41,550 in daily civil penalties. PROPERTY OWNER: JEANNE SENIUR – Ward 6 (Ross)

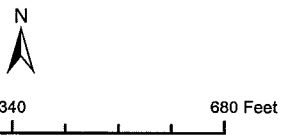
America Demolition completed work on January 2, 2010 at a cost of $950; $924 in reinspection fees (w/late fees); $1,450 in civil penalties; plus a 15% administrative fee for a total of $3,466.50.

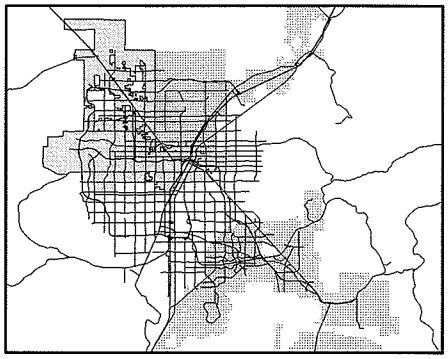
Today's public hearing is to consider the Report of Expenses filed by the Department of Neighborhood Services and to hear any objections thereto. Under the Uniform Code for the Abatement of Nuisance and Civil Penalties, the City Council may make revisions or adjustments to the Report of Expenses as deemed proper. If the Report of Expenses is confirmed and accepted by the Council, the Council can then declare the charges to be a personal obligation on the part of the property owner or may order the charges assessed against the property by means of a Lien of Assessment. In this particular case, we recommend a Lien of Assessment.

If the Lien is approved by the Council, certified copies of the recorded lien will be given to the County Treasurer's Office and the amount of the assessment will be collected at the same time and in the same manner as ordinary property taxes. All laws applicable to the collection and enforcement of property taxes shall be applicable to such assessment, and the amount of the assessment will be added to the next regular property tax bill levied against the parcel.

4312 AMETHYST AVENUE
CROSS STREETS - CRAIG//RANCHO

City of Las Vegas Vicinity Map



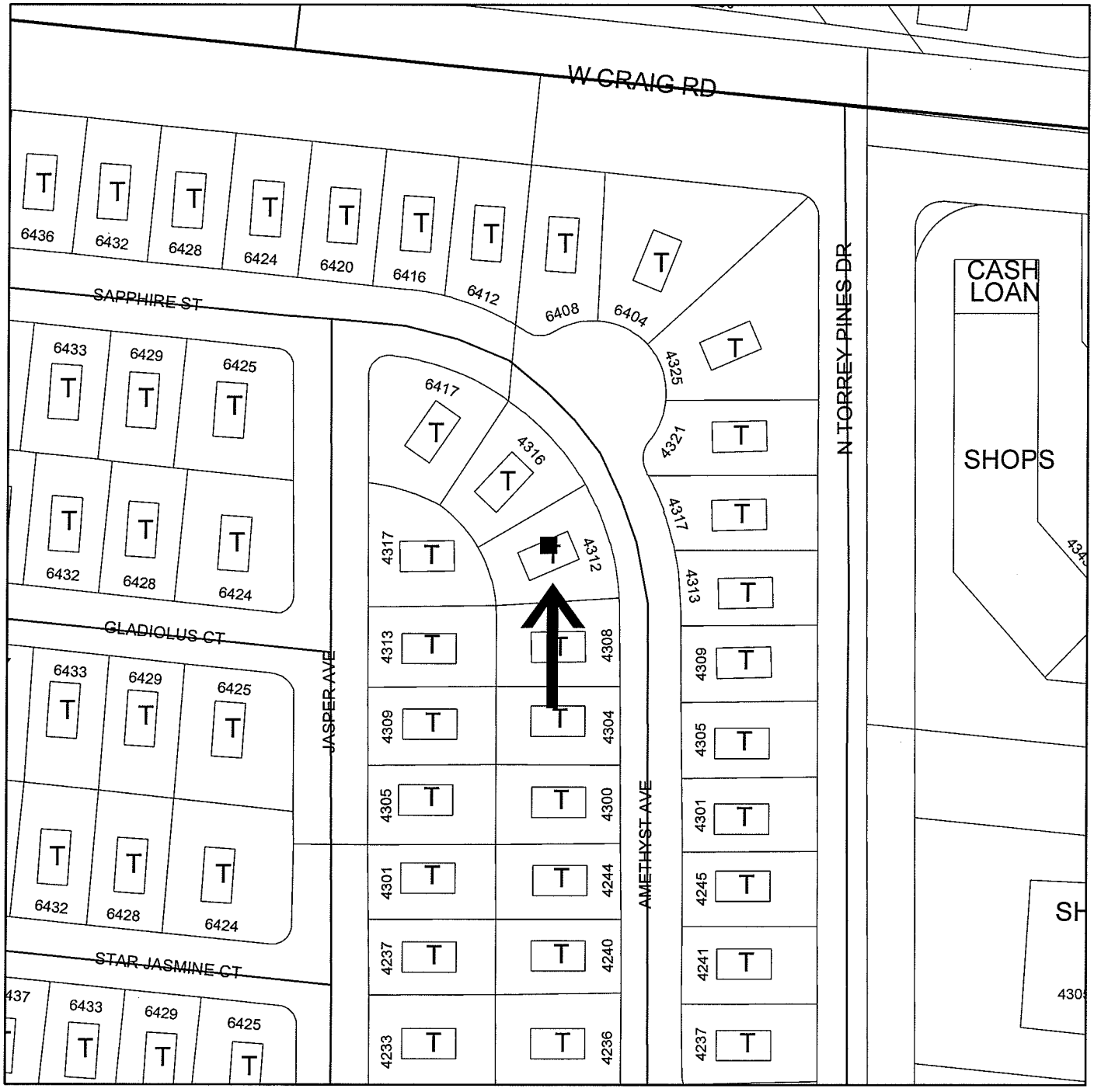


GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.
Geographic Information System
Planning & Development Dept.
702-229-6301

PLANNING & DEVELOPMENT

4312 AMETHYST AVENUE
CROSS STREETS - CRAIG//RANCHO

City of Las Vegas Vicinity Map



GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.
Geographic Information System
Planning & Development Dept.
702-229-6301

PLANNING & DEVELOPMENT

Memorandum

City of Las Vegas
Neighborhood Services Department

To: Beverly Bridges, MMC, City Clerk

From: Devin S. Smith, Manager – Neighborhood Response Division

CC: File

Date: March 8, 2010

Re: Report of Expenses for the abatement of nuisance located at 4312 Amethyst Avenue - Ward 6 (Ross)

LVMC Ordinance 5873 authorizes the City of Las Vegas to assess and collect a re-inspection fee of $120.00 if the nuisance violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of $180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a $180 re-inspection fee + a $150.00 civil penalty will be assessed; on the 3rd re-inspection a $180 re-inspection fee + a $300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a $180 re-inspection fee + a $500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred ($500.00) dollars per day, or for commercial properties; civil penalties of not more than one thousand ($1000.00) per day, for each day that any nuisance remained unabated after the date specified for abatement in the notice of violation. The $500.00 or $1000 daily civil penalty will be determined at the discretion of the city council. Any and all unpaid fees are subject to collection and/or liens.

After giving due process, notification, and an opportunity for an appeal hearing as specified in the Las Vegas Municipal Code for "Nuisance," the Department of Neighborhood Services caused the above-referenced property to be corrected by boarding front and rear doors on mobile home, boarding all openings on accessory structure, priming and painting over surface areas of fire damage on mobile home and accessory structure, removing all trash and debris, removing fire damaged white van, and removing dismantled brown GMC truck. The abatement was completed by American Demolition on January 2, 2010 at a cost of $950.00, which was accepted by the Department of Neighborhood Services.

Contract Amount Breakdown:	
Board front and rear doors on mobile home	$175.00
Board all openings on accessory structure	$175.00
Prime and paint over surface areas of fire damage on mobile home and accessory structure	$100.00
Remove all trash and debris	$200.00
Remove fire damaged white van	$150.00
Remove dismantled brown GMC truck	$150.00
AMOUNT DUE:	$950.00
Administrative Processing Fee:	$142.50
Sub-Total:	$1,092.50
Reinspection Fees (w/late fees):	$924.00
Civil Penalties:	$1,450.00
TOTAL AMOUNT DUE:	**$3,466.50**
Daily Civil Penalties – 86 days @ $500 a day (excluding civil penalty fees already assessed) October 9, 2009 to January 2, 2010	**$41,550.00**
MAXIMUM TOTAL:	**$45,016.50**
OWNER OF RECORD	JEANNE SENIUR
PROPERTY ABATED:	4312 Amethyst Avenue
ASSESSOR PARCEL:	138-02-315-070
LEGAL DESCRIPTION:	JADE PARK UNIT #2

	PLAT BOOK 15 PAGE 53
	LOT 3 BLOCK 2

DSS:ld

American Demolition
4516 W Diablo Drive, E-108
Las Vegas, NV 89118

Disclosure of Principals

The principals and partners of *American Demolition* and all persons and entities holding more than 1% interest in *American Demolition* or any principal of *American Demolition* are the following:

	Full Name	Business Address	Business Phone
1.	Jack Praskovich	4516 W. Diablo E108 LV NV 89118	561-3244
2.			
3.			
4.			
5.			
6.			
7.			

Continue list until full and complete disclosure is made.

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

American Demolition

By: Jack Praskovich

State of Nevada }
} ss:
County of Clark }

Subscribed and sworn to before me, a Notary Public, on this 22 day of December, 2008.

Notary Public - State of Nevada
County of Clark
ARTILUR WILLIAMS
My Appointment Expires
August 14, 2011
No: 07-4375-1

Artilur Williams

Notary Public in and for Clark County,
State of Nevada

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW
STAVROS S. ANTHONY

ELIZABETH N. FRETWELL
CITY MANAGER

NOTICE OF PUBLIC HEARING

APRIL 7, 2010

Pursuant to Las Vegas Municipal Code for the Abatement of Dangerous Buildings/Nuisance Code and/or Housing Code, NOTICE IS HEREBY GIVEN THAT ON **WEDNESDAY, APRIL 7, 2010,** at the hour of **1:00 P.M.** in the City Council Chambers, 400 Stewart Avenue, Las Vegas, Nevada, the City Council will consider the REPORT OF EXPENSES submitted by the Director of Neighborhood Services for:

> Abatement of the violations on the property located at **4312 AMETHYST AVENUE – Case #81344.** The Director of Neighborhood Services certifies that the sum of **$3,466.50** was expended and Civil Penalties in the sum of **$41,550** may be imposed for a total of **$45,016.50.** Owner of record at time of abatement: **JEANNE SENIUR – WARD 6 (ROSS)**

If the City Council is satisfied with the report, it may order a lien of assessment recorded against the property. Any person affected by the proposed charge may file a written protest with the City Clerk any time prior to the hearing. Each protest must contain a description of the property and the grounds for the protest.

BEVERLY K. BRIDGES
CITY CLERK

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

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

City of Las Vegas
Neighborhood Services Department
Code Enforcement Case Report

Case # 81344

4312 AMETHYST AVE - Map # 01819-64 Parcel 13802315070

Owner Information:

SENIUR JEANNE
4312 AMETHYST AVE
LAS VEGAS, NV 89108-5611

Zoning Information: R-MH(MOBILE/MANUFACTURED HOME)

Case Comments: VACANT BURNT OUT HOUSE OPEN & ACCESSIBLE

Case Assigned To: Follow Up Inspection Date:

Date Case Opened: August 31, 2009 Ward: 6

Property Info/Status: HOA: N Vacant: N Foreclosure: N Secure: N

Violations:

Violation

Violation Date Status/Completed Date Location
Comments

AB-006Q: 16.08.010 UDB SEC 302 (17)
9/15/09 OPEN
Repair all doors & windows on mobile & accessory structure to properly secure or board all openings to City of Las Vegas specifications.
9/17/09 OPEN

AN-003: 9.04.010 (4) REFUSE & WASTE
9/1/09 OPEN
Remove all refuse/waste from property. To include furniture, bags, boxes, clothing, household items, buckets, shelves, trash/debris, all items in bed of truck etc.

AN-009: 9.04.010 (7D) DILAPIDATED
9/17/09 OPEN
Prime & paint over surface areas of fire damage on mobile home & accessory structure.

AZ-002: 19.04.010 LAND USE VIOLATIONS
9/1/09 OPEN
Remove brown GMC truck from property. Not permitted on vacant property.

AZ-003J: 19.04.010(7) JUNK VEH/ PARTS
9/1/09 OPEN
Remove fire damaged white van from property.

AZ-004: 19.04.020 (A) ACCESSORY USES
9/1/09 COMPLIED 01/12/10
Remove brown GMC truck from property. Not permitted on vacant property.

Chronology of Events:

September 01, 2009 Insp#: 883704
34) Mobile home vacant, meter removed. Door on north side boarded & secure, all other doors & windows secure. Fire damage to accessory structure in rear yard, all doors boarded & secure. No open/accessible structures. Fire damage to white van, vehicle now junk. Scattered refuse/waste (furniture, bags, boxes, clothing, household items, buckets, shelves, trash/debris) around property. Brown GMC truck no tag on rocks, bed filled w/ refuse.waste (wheels, tires, auto parts, crates, containers). Photos. Mailed cn to owner, c/b 9-15.

September 02, 2009 RESEARCH
34) No foreclosure found.

September 02, 2009 MISCELLANEOUS
34) Mailed additional cn to sewer address.

September 14, 2009 MISCELLANEOUS
34) Mail that was sent to sewer address returned "unable to forward".

September 14, 2009 STATUS CHECK
34) Checked property while driving through area. Wood removed from front door, windows open. Spoke to owner's son Gary White, who was inside mobile home going through items. Stated he doesn't have phone. Owner Jeanne Seniur passed away in March.

September 14, 2009 STATUS CHECK
34) He also stated no mortgage or insurance on property. He puts wood back up when he leaves. Told him that I have case for refuse/waste, but will be adding unsecured structures to it. Photos.

September 16, 2009 Insp#: 885175
34) Issuing 2nd cn, no fee, to include unsecured structures.

September 16, 2009 MISCELLANEOUS
34) No one at property. Mobile home & accessory structure open/accessible. Post 2nd cn & red tag, photos. Going to N&O.

September 17, 2009 TELEPHONE CONVERSATION
34) Called Doug Downs w/ Fire Dept 229-0352. Fire was on 8-28-09.

September 17, 2009 Insp#: 890223

September 17, 2009 NOTICE AND ORDER REQUESTED
34) Gave case to 19 for N&O review.

September 29, 2009 NOTICE AND ORDER ISSUED
LM) AFTER REVIEW & OK BY #19- MAILED OUT N&O TO OWNER: JEANNE SENIUR @4312 AMETHYST AVE LV 89108 & @ 275 N RANCHO DR-SUITE 120-LV 89130. TO JL FOR RECORDING; TO #34 FOR POSTING. C/E 10/12

September 30, 2009 Insp#: 890951
34) Post N&O, c/b 10-12. Photos. $120 fee.

October 02, 2009 RECORD
JL) Recorded Nuisance N&O to Comply dated September 29, 2009. Recorded in Book: 20091002 Inst: 3199

October 05, 2009 MISCELLANEOUS
PLACED N&O RECORDED 10/2/09 IN FILE.

October 12, 2009 Insp#: 897159
34) Doors on mobile home boarded, but not to CLV specifications. Still open/accessible accessory structure. Still refuse/waste. Still fire damaged van. Brown GMC truck now dismantled & on jack. Photos. $180 + $150 fee.

October 13, 2009 NOTICE TO ABATE
34) Gave case to 19 to begin abatement process.

October 14, 2009 BID SENT
LM) SENT REQUEST FOR QUOTE TO ALL CONTRACTORS; DUE 10/19/09

October 19, 2009 BID RECEIVED
LM) BIDS RECEIVED: 1-AMERICAN DEMOLITION= $950; 2-BLAST JANITORIAL SVCS.= $1150; 3-LUNAS CONSTRUCTION= $1,237; 4-WEAVER CONSTRUCTION= $4,500

October 21, 2009 MISCELLANEOUS
LM) SENT 10 DY BEFORE ABATEMENT TO OWNER: JEANNE SENIUR @ 4312 AMETHYST AVE., LV 89108 & @ 275 N. RANCHO DR., SUITE 120 - LV 89130. C/B 11-2

October 24, 2009 Insp#: 902422
26) Posted 10 Day Notice Before Abatement on window, took pix, $180 + $300 fee. C/b 11-4.

October 26, 2009 MISCELLANEOUS
lm) CERT & REG MAIL ADDRESSED TO: JEANNE SENIUR @ 4312 AMETHYST AVE, LV 89108 7 @ 275 N RANCHO DR. SUITE 120- LV 89130 - RETURNED "UNCLAIMED" ON 10/26; 10/27 & 11/23 2009

November 05, 2009 Insp#: 908075
34) All violations still exist, photos. $180 + $500 fee. Owner's son Gary White outside at property. When I advised contractor will be doing abatement, he became belligerent & stated he's not letting any work being done. Left property.

November 10, 2009 MISCELLANEOUS
34) Gave case to 19 to proceed with abatement.

November 10, 2009 REVIEW ACTIVITY
19) Reviewed case, file forwarded to LMH for review & approval to proceed with abatement. Property needs all refuse/waste removed from all areas, and building needs secured. File to basket.

November 18, 2009 MEETING
21)bid ok`d refer to 19

December 09, 2009 TELEPHONE CONVERSATION
34) Returned call from complainant Mike 839-1930, lives across street at 4313. Wants to know when property will b secured & cleaned up. Told him to call 19 for update.

December 09, 2009 BID AWARDED
LM) RECEIVED D. SMITH'S APPROVAL - SENT AWARD LTR TO AMERICAN DEMOLITION ($950)

December 13, 2009 PRE ABATEMENT VIDEO
19) Violations remain, pre-video & pictures completed.

December 14, 2009 VIDEO REQUEST
LM) RECEIVED START DATE FROM AMERICAN DEMO FOR 12/16/09-REQUEST FOR PRE-ABATEMENT VIDI SENT TO #19 W/E-MAIL & PAPERWORK

December 15, 2009 Insp#: 912671
19) Violations remain, pre-video & pictures completed.

December 21, 2009 TELEPHONE CONVERSATION
34) Returned call from complainant Nina 219-5156. She stated contractor did not finish work & property owner's so is going into mobile home. Told her contractor not finished & to call me on 12-24 if home & accessory structure not boarded yet.

January 11, 2010 VIDEO REQUEST
lm) RECEIVED AMERICAN DEMO'S INVOICE - SENT POST-ABATEMENT VIDEO REQUEST TO #19

January 12, 2010 Insp#: 933823
19) Completed post video and pictures. All violations abated by contractor. Case closed

January 20, 2010 MISCELLANEOUS
LM) PER #25 POST VIDEO DONE ON 1/12/2010 - OK TO PAY INVOICE; SUBMITTED INTO ORACLE FOR PYM RECEIPT #267927 - AMERICAN DEMOLITION $950

March 04, 2010 REVIEW
19) reviewed case, researched forclosure status (none filed), checked tax's (delinquent), Checked ownership (No Change), checked Zillow (101,500.00). File to LD for processing for City Council. Pictures prepared and attached.

Fees:

Fee Name	Amount	Status	Fee Added	Fee Paid
INSPECTION FEE	$120.00	U	10/01/2009	
REINSPECTION FEE	$180.00	U	10/15/2009	
$150 CIVIL PENALTY	$150.00	U	10/15/2009	
INSPECTION LATE FEE	$12.00	U	10/15/2009	
REINSPECTION LATE FEE	$18.00	U	10/15/2009	
$300 CIVIL PENALTY	$300.00	U	11/02/2009	
REINSPECTION FEE	$180.00	U	11/02/2009	
REINSPECTION FEE	$180.00	U	11/16/2009	
$500 (A) CIVIL PENALTY 1ST	$500.00	U	11/16/2009	
REINSPECTION LATE FEE	$18.00	U	11/16/2009	
NUISANCE ABATEMENT FEE	$950.00	U	03/08/2010	
ADMINISTRATIVE	$142.50	U	03/08/2010	
RESIDENTIAL REINSPECTION FEE	$180.00	U	03/08/2010	
FOURTH RESIDENTIAL CIVIL PENALTY	$500.00	U	03/08/2010	

Total Amount Due: $3,430.50

APN 138-02-315-070
NOTICE AND CLAIM OF LIEN OF ASSESSMENT
TO: **JEANNE SENIUR**
Reputed Owner(s) at time of abatement.

Assessor's Parcel No.: **138-02-315-070**
Commonly known as: **4312 Amethyst Avenue**
Legal Description: **JADE PARK UNIT #2**
PLAT BOOK 15 PAGE 53
LOT 3 BLOCK 2

On **January 2, 2010**, as provided in the Title 9, Chapter 9, the City of Las Vegas caused the abatement of a nuisance condition on the following property after due notification.

Expenses costs and fees in the amount of **$3,466.50** were incurred by the City of Las Vegas in the above-referenced nuisance condition abatement procedure. Additionally, pursuant to Municipal Code 9.040.120, civil penalties in the amount of **$41,550.00** were levied against the property as for violation(s) of Municipal Code 9.04.010 for a total charge in the amount of **$45,016.50** assessed against the property.

The Las Vegas City Council, at a duly noticed public hearing held on **April 7, 2010** ordered the above charges in the amount of **$45,016.50**, assessed against the property by means of a Lien of Assessment, such a lien to be duly recorded and certified copies of said lien given to the County Treasurer for collection as ordinary property taxes. Said lien shall also be prior to and superior to all liens, claims, encumbrances and titles, other than liens of assessment and general taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to this lien.

All or any portion of this lien of assessment, which remains unpaid after 30 days from the date of the recording thereof on the assessment roll, shall become delinquent and shall accrue interest at the rate of 7 percent per annum from and after said date. This lien shall continue until the assessment, which forms the subject matter thereof, and all interest due and payable thereon, shall have been paid in full.

_____
BEVERLY K. BRIDGES, MMC, City Clerk
400 Stewart Avenue
Las Vegas, NV 89101 - (702) 229-6311

STATE OF NEVADA)
)
COUNTY OF CLARK)

BEVERLY K. BRIDGES, being duly sworn, deposes and says that she is the person who executed the foregoing instrument on behalf of the City of Las Vegas and that she has read the same and knows the contents thereof, that the matters stated herein are true to her own knowledge, except such matters as are stated to be on information and belief, and as to those matters, she believes them to be true.

_____
BEVERLY K. BRIDGES, MMC, City Clerk

Subscribed and sworn to before me this ____ day of April, 2010

_____
NOTARY PUBLIC, in and for said County and State

WHEN RECORDED, RETURN TO:
CITY OF LAS VEGAS, DEPARTMENT OF NEIGHBORHOOD RESPONSE
400 STEWART AVENUE, LAS VEGAS, NV 89101 Case #81344

LAS VEGAS CITY COUNCIL

MAYOR
OSCAR B. GOODMAN

GARY REESE, WARD 3
(MAYOR PRO-TEM)
STEVE WOLFSON, WARD 2
LOIS TARKANIAN, WARD 1
STEVEN D. ROSS, WARD 6
RICKI Y. BARLOW, WARD 5
STAVROS S. ANTHONY, WARD 4

CITY MANAGER
ELIZABETH N. FRETWELL

NEIGHBORHOOD
SERVICES DEPARTMENT

DIRECTOR
STEPHEN K. HARSIN, AICP

April 9, 2010

CASE #81344
Certified/Regular Mail
Return Receipt Requested

Jeanne Seniur
4312 Amethyst Avenue
Las Vegas, NV 89108-5611

RE: Notice of Abeyance - 4312 Amethyst Avenue

Dear Property Owner:

At the City Council meeting held on April 7, 2010, Agenda Item #69 was held in abeyance and is now scheduled to be heard on May 5, 2010.

If you have any questions concerning this procedure, please contact the Neighborhood Response Division located in the Department of Neighborhood Services, by telephoning (702) 229-6615.

Sincerely,

Devin S. Smith, Manager
Neighborhood Response Division
Department of Neighborhood Services

DS:ld

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

VOICE 702.229.2330
FAX 702.598-3938
TTY 702 386.3045
www.lasvegasnevada.gov

City of Las Vegas Agenda Item No.: **74.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 5, 2010

DEPARTMENT: NEIGHBORHOOD SERVICES
DIRECTOR: STEPHEN K. HARSIN ☐ **Consent** ☒ **Discussion**

SUBJECT:
ABEYANCE ITEM - Public Hearing to consider the report of expenses to recover costs for abatement of nuisance regarding dangerous building located at 2200 Santa Paula Drive in the amount of $5,091.35 (General Fund) and assess a maximum of $36,550 in daily civil penalties. PROPERTY OWNER: GMAC MORTGAGE LLC - Ward 3 (Reese)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $5,091.35
Funding Source: General Fund
Dept./Division: Neighborhood Services/Response

PURPOSE/BACKGROUND:
The condition of the property was a public hazard and an attractive nuisance. The Department of Neighborhood Services declared the property in violation and started legal notification. When no corrective action was taken nor an appeal filed the Department of Neighborhood Services hired American Demolition to board all open doors and windows on main structure, remove metal shed located in rear yard, remove all trash, debris, and high or dead vegetation. To date, there have been eleven (11) inspections conducted at this location. The estimated value of the property based on Zillow.com is $141,000.

RECOMMENDATION:
That the City Council: Approve the report of expenses to include $1,149 invoice for American Demolition services in addition to other fees assessed for a total of $5,091.35 and consider assessing a maximum of $36,550 in daily civil penalties.

BACKUP DOCUMENTATION:
1. Agenda Memo
2. Location Maps
3. Report of Expenses
4. Contractor Disclosure
5. Notice of Public Hearing
6. Chronological List of Events
7. Copy of the Notice and Claim of Lien
8. Rescheduled Hearing Notification

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: May 5, 2010
DEPARTMENT: Neighborhood Services
ITEM DESCRIPTION: ABEYANCE ITEM - Public Hearing to consider the report of expenses to recover costs for abatement of nuisance regarding dangerous building located at 2200 Santa Paula Drive in the amount of $5,091.35 (General Fund) and assess a maximum of $36,550 in daily civil penalties. PROPERTY OWNER: GMAC MORTGAGE LLC – Ward 3 (Reese)

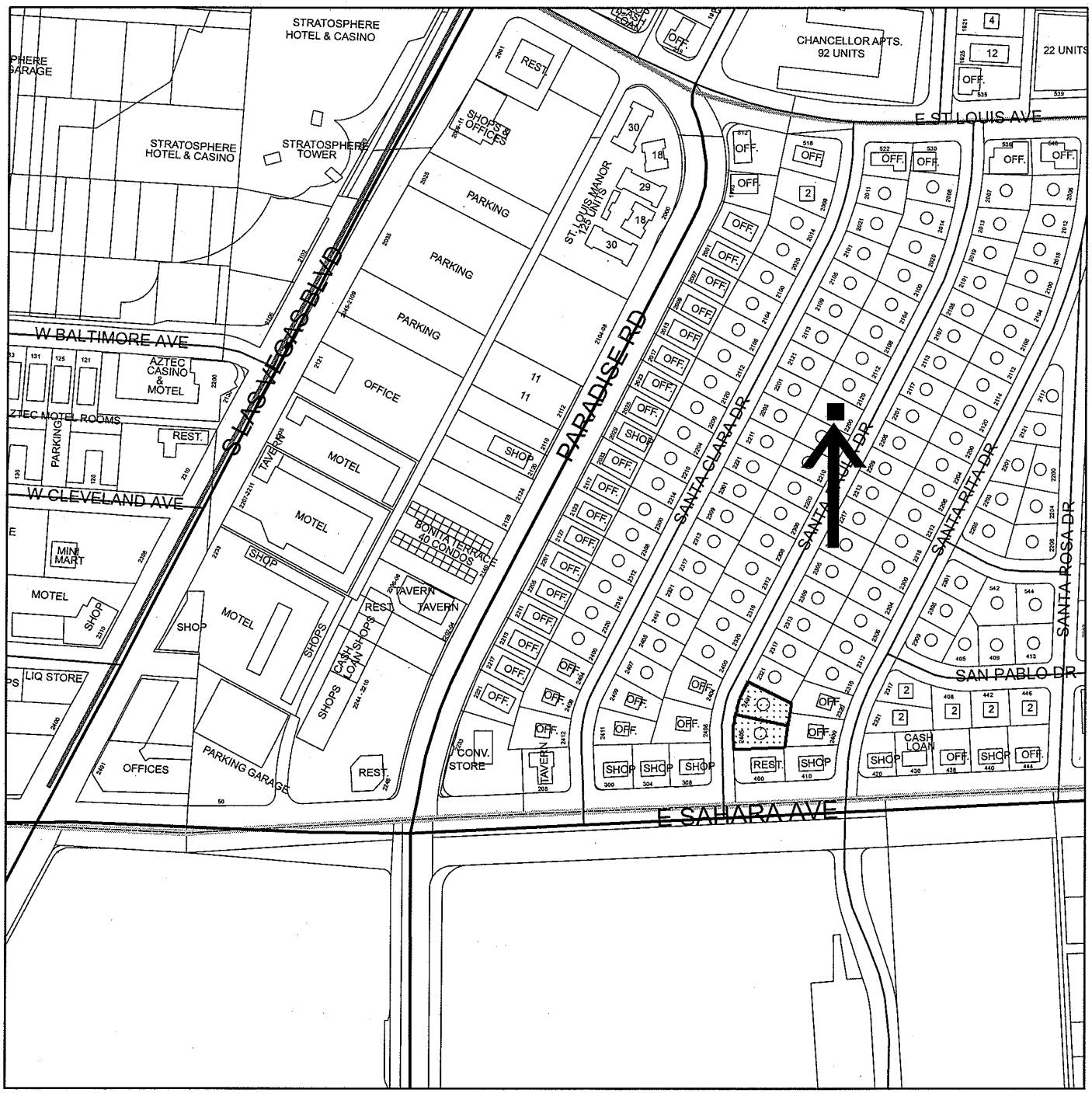
American Demolition completed work on January 2, 2010 at a cost of $1,149; $1,320 in reinspection fees (w/late fees); $2,450 in civil penalties; plus a 15% administrative fee for a total of $5,091.35.

Today's public hearing is to consider the Report of Expenses filed by the Department of Neighborhood Services and to hear any objections thereto. Under the Uniform Code for the Abatement of Nuisance and Civil Penalties, the City Council may make revisions or adjustments to the Report of Expenses as deemed proper. If the Report of Expenses is confirmed and accepted by the Council, the Council can then declare the charges to be a personal obligation on the part of the property owner or may order the charges assessed against the property by means of a Lien of Assessment. In this particular case, we recommend a Lien of Assessment.

If the Lien is approved by the Council, certified copies of the recorded lien will be given to the County Treasurer's Office and the amount of the assessment will be collected at the same time and in the same manner as ordinary property taxes. All laws applicable to the collection and enforcement of property taxes shall be applicable to such assessment, and the amount of the assessment will be added to the next regular property tax bill levied against the parcel.

2200 SANTA PAULA DRIVE
CROSS STREETS - LAS VEGAS//SAHARA

City of Las Vegas Vicinity Map

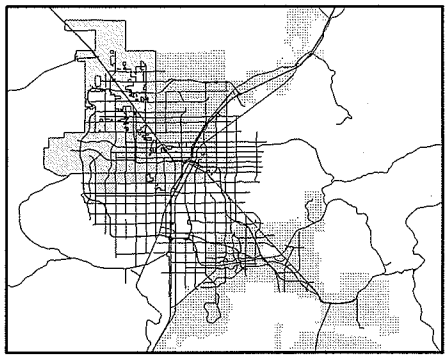


N

0 170 340 680 Feet

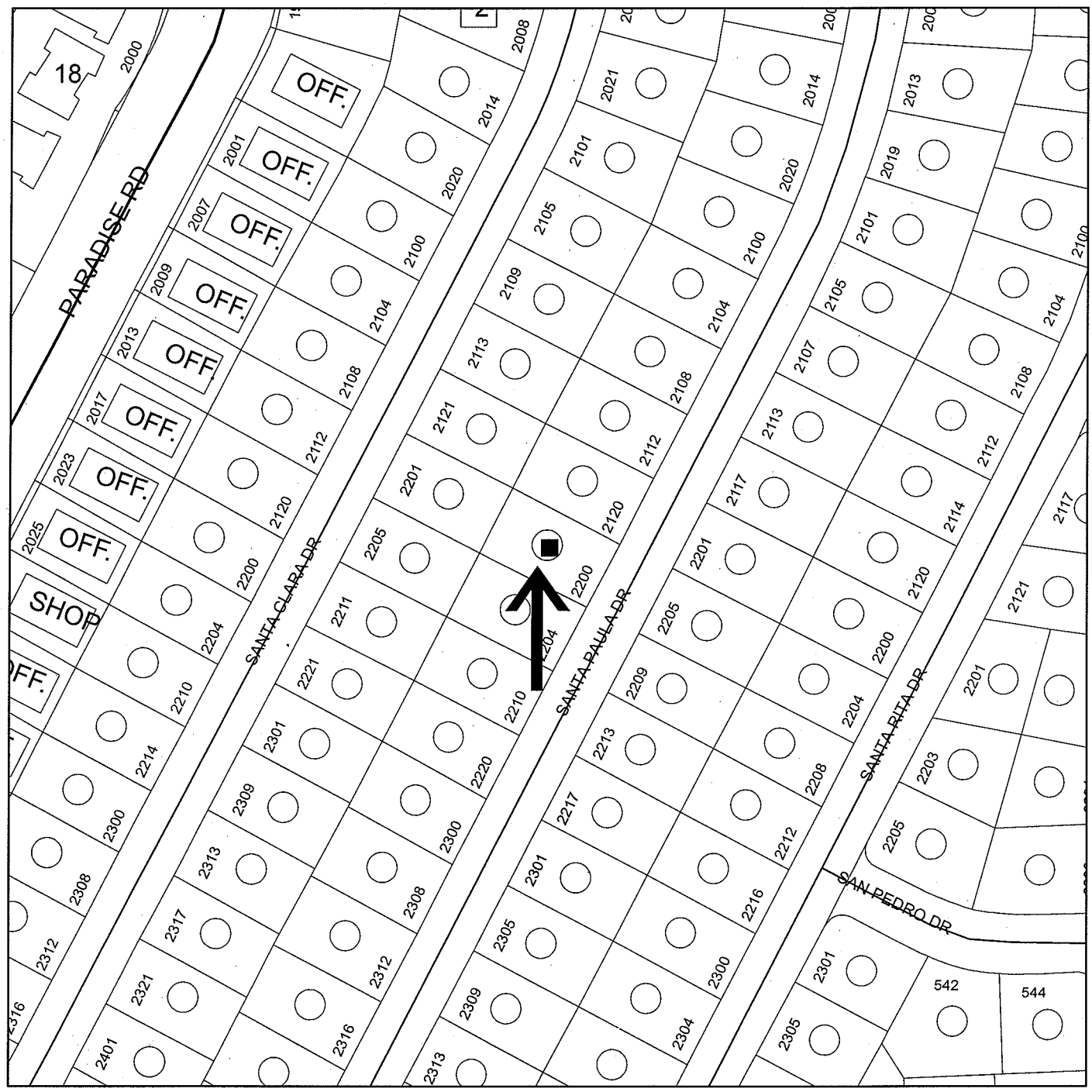
GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.
Geographic Information System
Planning & Development Dept.
702-229-6301

PLANNING & DEVELOPMENT



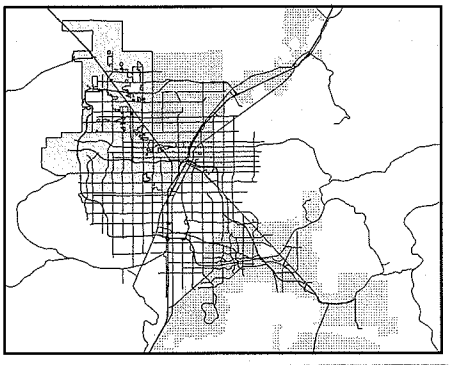
2200 SANTA PAULA DRIVE
CROSS STREETS - LAS VEGAS//SAHARA

City of Las Vegas Vicinity Map



N

0 70 140 280 Feet



GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.
Geographic Information System
Planning & Development Dept.
702-229-6301

PLANNING & DEVELOPMENT

Memorandum

City of Las Vegas
Neighborhood Services Department

To: Beverly Bridges, MMC, City Clerk

From: Devin S. Smith, Manager – Neighborhood Response Division

CC: File

Date: March 29, 2010

Re: Report of Expenses for the abatement of nuisance located at 2200 Santa Paula Drive - Ward 3 (Reese)

LVMC Ordinance 5873 authorizes the City of Las Vegas to assess and collect a re-inspection fee of $120.00 if the nuisance violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of $180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a $180 re-inspection fee + a $150.00 civil penalty will be assessed; on the 3rd re-inspection a $180 re-inspection fee + a $300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a $180 re-inspection fee + a $500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred ($500.00) dollars per day, or for commercial properties; civil penalties of not more than one thousand ($1000.00) per day, for each day that any nuisance remained unabated after the date specified for abatement in the notice of violation. The $500.00 or $1000 daily civil penalty will be determined at the discretion of the city council. Any and all unpaid fees are subject to collection and/or liens.

After giving due process, notification, and an opportunity for an appeal hearing as specified in the Las Vegas Municipal Code for "Nuisance," the Department of Neighborhood Services caused the above-referenced property to be corrected by boarding all open doors and windows on main structure, removing metal shed in rear yard, removing all trash, debris, and high or dead vegetation. The abatement was completed by American Demolition on January 2, 2010 at a cost of $1,149.00, which was accepted by the Department of Neighborhood Services.

Contract Amount Breakdown:	
Board all open doors and windows on main structure	$600.00
Remove metal shed located in rear yard	$100.00
Remove all trash and debris	$250.00
Cut/remove all high or dead vegetation	$199.00
AMOUNT DUE:	$1,149.00
Administrative Processing Fee:	$172.35
Sub-Total:	$1,321.35
Reinspection Fees (w/late fees):	$1,320.00
Civil Penalties:	$2,450.00
TOTAL AMOUNT DUE:	**$5,091.35**
Daily Civil Penalties – 78 days @ $500 a day (excluding civil penalty fees already assessed) October 17, 2009 to January 2, 2010	**$36,550.00**
MAXIMUM TOTAL:	**$41,641.35**
OWNER OF RECORD	GMAC MORTGAGE LLC
PROPERTY ABATED:	2200 Santa Paula Drive
ASSESSOR PARCEL:	162-03-414-037
LEGAL DESCRIPTION:	PARADISE VILLAGE TRACT #2
	PLAT BOOK 3 PAGE 14
	LOT 33 BLOCK 1

DSS:ld

American Demolition
4516 W Diablo Drive, E-108
Las Vegas, NV 89118

Disclosure of Principals

The principals and partners of *American Demolition* and all persons and entities holding more than 1% interest in *American Demolition* or any principal of *American Demolition* are the following:

	Full Name	Business Address	Business Phone
1.	Jack Praeppich	4516 W. Diablo #E108 LV NV 89118	561-3244
2.			
3.			
4.			
5.			
6.			
7.			

Continue list until full and complete disclosure is made.

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

American Demolition

By: _____

State of Nevada }
} ss:
County of Clark }

Subscribed and sworn to before me, a Notary Public, on this 22 day of December, 2008.

Notary Public - State of Nevada
County of Clark
ARTILUR WILLIAMS
My Appointment Expires
August 14, 2011
No: 07-4375-1

_____
Notary Public in and for Clark County,
State of Nevada

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW
STAVROS S. ANTHONY

ELIZABETH N. FRETWELL
CITY MANAGER

NOTICE OF PUBLIC HEARING

APRIL 21, 2010

Pursuant to Las Vegas Municipal Code for the Abatement of Dangerous Buildings/Nuisance Code and/or Housing Code, NOTICE IS HEREBY GIVEN THAT ON **WEDNESDAY, APRIL 21, 2010,** at the hour of **1:00 P.M.** in the City Council Chambers, 400 Stewart Avenue, Las Vegas, Nevada, the City Council will consider the REPORT OF EXPENSES submitted by the Director of Neighborhood Services for:

> Abatement of the violations on the property located at **2200 SANTA PAULA DRIVE – Case #79368.** The Director of Neighborhood Services certifies that the sum of **$5,091.35** was expended and Civil Penalties in the sum of **$36,550.00** may be imposed for a total of **$41,641.35.** Owner of record at time of abatement: **GMAC MORTGAGE LLC – WARD 3 (REESE)**

If the City Council is satisfied with the report, it may order a lien of assessment recorded against the property. Any person affected by the proposed charge may file a written protest with the City Clerk any time prior to the hearing. Each protest must contain a description of the property and the grounds for the protest.

BEVERLY K. BRIDGES
CITY CLERK

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

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

FM-0044-06-09

Printed with environmentally friendly soy ink.

CASENO 79368 CODEENF **02525-82**

Address: **2200 SANTA PAULA DR** **CITZ**

unsecured doors, windows and gates at vacant house. Vagrants are camping out, possible drug activity for approx. 3 months.

Parcel(s)

Parcel:	*Size:*	*Subdivision Name:*
16203414037	0.14 ACRE	PARADISE VILLAGE TRACT #2

Owner Information:

10-Aug-02	03-Apr-09	JOHNSON CATHY
		2200 SANTA PAULA DR; LAS VEGAS, NV 89104-2629
03-Apr-09		G M A C MORTGAGE L L C
		1100 VIRGINIA DR; FORT WASHINGTON, PA 19034-3204

Inspection Summary

Inspector:	*Status:*		*Scheduled DT:*	*Start Dt:*	*Comp DT:*	*Min:*
984692	Failed		6/25/2009	06/26/2009 9:23	06/26/2009 9:47	23
984692	Failed		7/6/2009	07/06/2009 11:34	07/06/2009 11:39	5
984692	Failed		9/28/2009	09/30/2009 8:50	09/30/2009 8:52	2
984692	Passed	Partial	10/1/2009	10/01/2009 8:20	10/01/2009 8:40	20
940269	Failed		10/10/2009	10/08/2009 9:38	10/08/2009 9:47	9
984692	Failed		10/19/2009	10/19/2009 8:32	10/19/2009 8:33	1
984692	Passed	Partial	10/29/2009	10/29/2009 8:52	10/29/2009 8:53	1
984692	Failed		11/10/2009	11/10/2009 9:38	11/10/2009 9:42	4
984692	Failed		11/20/2009	11/23/2009 11:29	11/23/2009 11:35	6
984692	Passed	Partial	12/30/2009	12/30/2009 9:52	12/30/2009 9:54	2
984692	Passed		1/6/2010	01/06/2010 10:39	01/06/2010 10:42	3
					Time in Minuets:	**75**

Violation Details

Violation	*Violation DT:*	*Resolve DT:*	*Location:*
AB-006F	6/26/2009		
AB-008L	7/6/2009	1/6/2010	North side window, South side door
Repair, secure or board all unsecured windows and doors. Must be secured to CLV specifications. Secure all doors and windows.			
AB-006	7/6/2009		North side window, South side door
Repair, secure or board all unsecured windows and doors. Must be secured to CLV specifications. Secure all doors and windows.			
AZ-006	7/6/2009	1/6/2010	Rear yard
Obtain permit or remove metal shed in rear yard, does not meet current set backs.			
AN-006	7/6/2009	1/6/2010	Entire Property
Remove all high vegetation over 8" from all visible areas of property. Maintain at all times. Remove all high and dead vegetation.			
AN-007	7/6/2009	1/6/2010	Entire Property
Remove all dead vegetation from all areas of property. Maintain free of dead debris at all times. Remove all dead vegetation.			

Log

Type:	*Date:*	*Employee:*	*Min:*
VIDPST	1/13/2010 12:12:00 PM	ANTHONY GUARINO	0
21)post video and photos done in cc items file			
VIDREQ	1/11/2010 3:06:00 PM	LIDIA MCKENZIE	0
lm) RECEIVED INVOICE FM AMERICAN DEMOLITION - SENT RQST FOR POST ABATEMENT VIDEO TO #21			
VIDPRE	12/15/2009 10:35:00 AM	ANTHONY GUARINO	0
21)pre video and photos done in CC items file			
VIDREQ	12/14/2009 10:38:00 AM	LIDIA MCKENZIE	0
lm) RECEIVED START DATE FROM AMERICAN DEMOLITION - per #21 FOR 12/16/09 - REQ FOR PRE-ABATEMENT VIDEO & E-MAIL TO #21; ALONG WITH PAPERWORK			
BIDA	12/9/2009 11:40:00 AM	LIDIA MCKENZIE	0
lm) received D. Smith's approval - sent award letter to AMERICAN DEMOLITION ($1,149)			
MEET	12/2/2009 8:23:00 AM	ANTHONY GUARINO	0
21)ok to proceed with abatement			
MISC	11/17/2009 9:33:00 AM	LIDIA MCKENZIE	0
lm) Certified Card addressed to: GMAC MORTGAGE, LLC @ 1100 VIRGINIA DR., FORT WASHINGTON, PA 19034- received.			
MISC	11/9/2009 10:13:00 AM	LIDIA MCKENZIE	0
lm) prepared, scanned and mailed 10-Dy Notice Before Abatement to owner: GMAC MORTAGE, LLC @1100 VIRGINIA DR., FORT WAHSINGTON, PA 19034; TO #33 FOR POSTING; C/B 11/19/09			
BIDR	10/29/2009 3:11:00 PM	LIDIA MCKENZIE	0
LM) RECEIVED BIDS: 1) AMERICAN DEMOLITION= $1149; 2) GRAEAGLE= $2800; 3) DISASTER KLEEN-UP= $3010			
BIDS	10/26/2009 3:01:00 PM	LIDIA MCKENZIE	0
lm) SENT REQUEST FOR BIDS TO ALL CONTRACTORS; DUE 10/29/09			
RECORD	10/20/2009 10:30:00 AM	TASHA DOWNTON	0
TD)RECORDED NUIS N/O TO COMPLY RE: DANG BLDG AT CLARK COUNTY DATED 10/7/09 IN BOOK: 20091020 INST: 0435			
MEMO	10/20/2009 6:15:00 AM	ANTHONY ROGERS	15
33) Abatement bid sheet completed and case forwarded to 21 with recent pictures.			
MISC	10/15/2009 3:34:00 PM	LAURA DEARMOND	0
Ld) RECEIVED CERTIFIED CARD FROM OWNER GMAC Mortgage, LLC 1100 Virginia Drive Fort Washington, PA 19034-3204			
NOTICE	10/7/2009 7:00:00 AM	LAURA DEARMOND	30
Ld) SENT NUISANCE N&O TO COMPLY REGARDING DANGEROUS BUILDING TO OWNER GMAC Mortgage, LLC 1100 Virginia Drive Fort Washington, PA 19034-3204			
NOREQ	10/5/2009 8:30:00 AM	ANTHONY GUARINO	0
21)REFER TO OFFICE-ld			
RESEAR	6/30/2009 8:45:00 AM	ANTHONY ROGERS	15
33) Nothing looated in MERz everthing else attached in case.			
		Time in minuets:	**60**

APN 162-03-414-037
NOTICE AND CLAIM OF LIEN OF ASSESSMENT
TO: **GMAC MORTGAGE LLC**
Reputed Owner(s) at time of abatement.

Assessor's Parcel No.: **162-03-414-037**
Commonly known as: **2200 Santa Paula Drive**
Legal Description: **PARADISE VILLAGE TRACT #2**
PLAT BOOK 3 PAGE 14
LOT 33 BLOCK 1

On **January 2, 2010**, as provided in the Title 9, Chapter 9, the City of Las Vegas caused the abatement of a nuisance condition on the following property after due notification.

Expenses costs and fees in the amount of **$5,091.35** were incurred by the City of Las Vegas in the above-referenced nuisance condition abatement procedure. Additionally, pursuant to Municipal Code 9.040.120, civil penalties in the amount of **$36,550.00** were levied against the property as for violation(s) of Municipal Code 9.04.010 for a total charge in the amount of **$41,641.35** assessed against the property.

The Las Vegas City Council, at a duly noticed public hearing held on **April 21, 2010** ordered the above charges in the amount of **$41,641.35**, assessed against the property by means of a Lien of Assessment, such a lien to be duly recorded and certified copies of said lien given to the County Treasurer for collection as ordinary property taxes. Said lien shall also be prior to and superior to all liens, claims, encumbrances and titles, other than liens of assessment and general taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to this lien.

All or any portion of this lien of assessment, which remains unpaid after 30 days from the date of the recording thereof on the assessment roll, shall become delinquent and shall accrue interest at the rate of 7 percent per annum from and after said date. This lien shall continue until the assessment, which forms the subject matter thereof, and all interest due and payable thereon, shall have been paid in full.

_____
BEVERLY K. BRIDGES, MMC, City Clerk
400 Stewart Avenue
Las Vegas, NV 89101 - (702) 229-6311

STATE OF NEVADA)
)
COUNTY OF CLARK)

BEVERLY K. BRIDGES, being duly sworn, deposes and says that she is the person who executed the foregoing instrument on behalf of the City of Las Vegas and that she has read the same and knows the contents thereof, that the matters stated herein are true to her own knowledge, except such matters as are stated to be on information and belief, and as to those matters, she believes them to be true.

_____
BEVERLY K. BRIDGES, MMC, City Clerk

Subscribed and sworn to before me this ____ day of April, 2010

_____
NOTARY PUBLIC, in and for said County and State

WHEN RECORDED, RETURN TO:
CITY OF LAS VEGAS, DEPARTMENT OF NEIGHBORHOOD RESPONSE
400 STEWART AVENUE, LAS VEGAS, NV 89101 Case #79368

LAS VEGAS CITY COUNCIL

MAYOR
OSCAR B. GOODMAN

GARY REESE, WARD 3
(MAYOR PRO-TEM)
STEVE WOLFSON, WARD 2
LOIS TARKANIAN, WARD 1
STEVEN D. ROSS, WARD 6
RICKI Y. BARLOW, WARD 5
STAVROS S. ANTHONY, WARD 4

CITY MANAGER
ELIZABETH N. FRETWELL

NEIGHBORHOOD
SERVICES DEPARTMENT

DIRECTOR
STEPHEN K. HARSIN, AICP

April 22, 2010

CASE #79368
Certified/Regular Mail
Return Receipt Requested

GMAC Mortgage, LLC
1100 Virginia Drive
Fort Washington, PA 19034-3204

RE: Notice of Abeyance - 2200 Santa Paula Drive

Dear Property Owner:

At the City Council meeting held on April 21, 2010, Agenda Item #73 was held in abeyance and is now scheduled to be heard on May 5, 2010.

If you have any questions concerning this procedure, please contact the Neighborhood Response Division located in the Department of Neighborhood Services, by telephoning (702) 229-6615.

Sincerely,

Devin S. Smith, Manager
Neighborhood Response Division
Department of Neighborhood Services

DS:ld

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

VOICE 702.229.2330
FAX 702.598-3938
TTY 702 386.3045
www.lasvegasnevada.gov

City of Las Vegas Agenda Item No.: **75.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 5, 2010

DEPARTMENT: NEIGHBORHOOD SERVICES
DIRECTOR: STEPHEN K. HARSIN ☐ **Consent** ☒ **Discussion**

SUBJECT:
Public hearing and possible action to consider the report of expenses to recover costs for abatement of nuisance located at 201 George Place in the amount of $2,481 (General Fund) and assess a maximum of $29,550 in daily civil penalties. PROPERTY OWNER: TRUSTEE CLARK COUNTY TREASURER C/O ELISEO C & EMILIO QUINTANA - Ward 5 (Barlow)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $2,481
Funding Source: General Fund
Dept./Division: Neighborhood Services/Response

PURPOSE/BACKGROUND:
The condition of the property was a public hazard and an attractive nuisance. The Department of Neighborhood Services declared the property in violation and started legal notification. When no corrective action was taken nor an appeal filed the Department of Neighborhood Services hired Blast Janitorial Services to remove non-permitted wood shed in rear yard, remove abandoned truck from front parking area, and remove all trash, debris, and high vegetation. To date, there have been nine (9) inspections conducted at this location. The estimated value of the property based on Zillow.com is $100,000.

RECOMMENDATION:
That the City Council: Approve the report of expenses to include $700 invoice for Blast Janitorial Services in addition to other fees assessed for a total of $2,481 and consider assessing a maximum of $29,550 in daily civil penalties.

BACKUP DOCUMENTATION:
1. Agenda Memo
2. Location Maps
3. Report of Expenses
4. Contractor Disclosure
5. Notice of Public Hearing
6. Chronological List of Events
7. Copy of the Notice and Claim of Lien

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: May 5, 2010
DEPARTMENT: Neighborhood Services
ITEM DESCRIPTION: Public hearing and possible action to consider the report of expenses to recover costs for abatement of nuisance located at 201 George Place in the amount of $2,481 (General Fund) and assess a maximum of $29,550 in daily civil penalties. PROPERTY OWNER: TRUSTEE CLARK COUNTY TREASURER C/O ELISEO C & EMILIO QUINTANA – Ward 5 (Barlow)

Blast Janitorial Services completed work on March 1, 2010 at a cost of $700; $726 in reinspection fees (w/late fees); $950 in civil penalties; plus a 15% administrative fee for a total of $2,481.

Today's public hearing is to consider the Report of Expenses filed by the Department of Neighborhood Services and to hear any objections thereto. Under the Uniform Code for the Abatement of Nuisance and Civil Penalties, the City Council may make revisions or adjustments to the Report of Expenses as deemed proper. If the Report of Expenses is confirmed and accepted by the Council, the Council can then declare the charges to be a personal obligation on the part of the property owner or may order the charges assessed against the property by means of a Lien of Assessment. In this particular case, we recommend a Lien of Assessment.

If the Lien is approved by the Council, certified copies of the recorded lien will be given to the County Treasurer's Office and the amount of the assessment will be collected at the same time and in the same manner as ordinary property taxes. All laws applicable to the collection and enforcement of property taxes shall be applicable to such assessment, and the amount of the assessment will be added to the next regular property tax bill levied against the parcel.

201 GEORGE PLACE
CROSS STREETS - D ST//OWENS

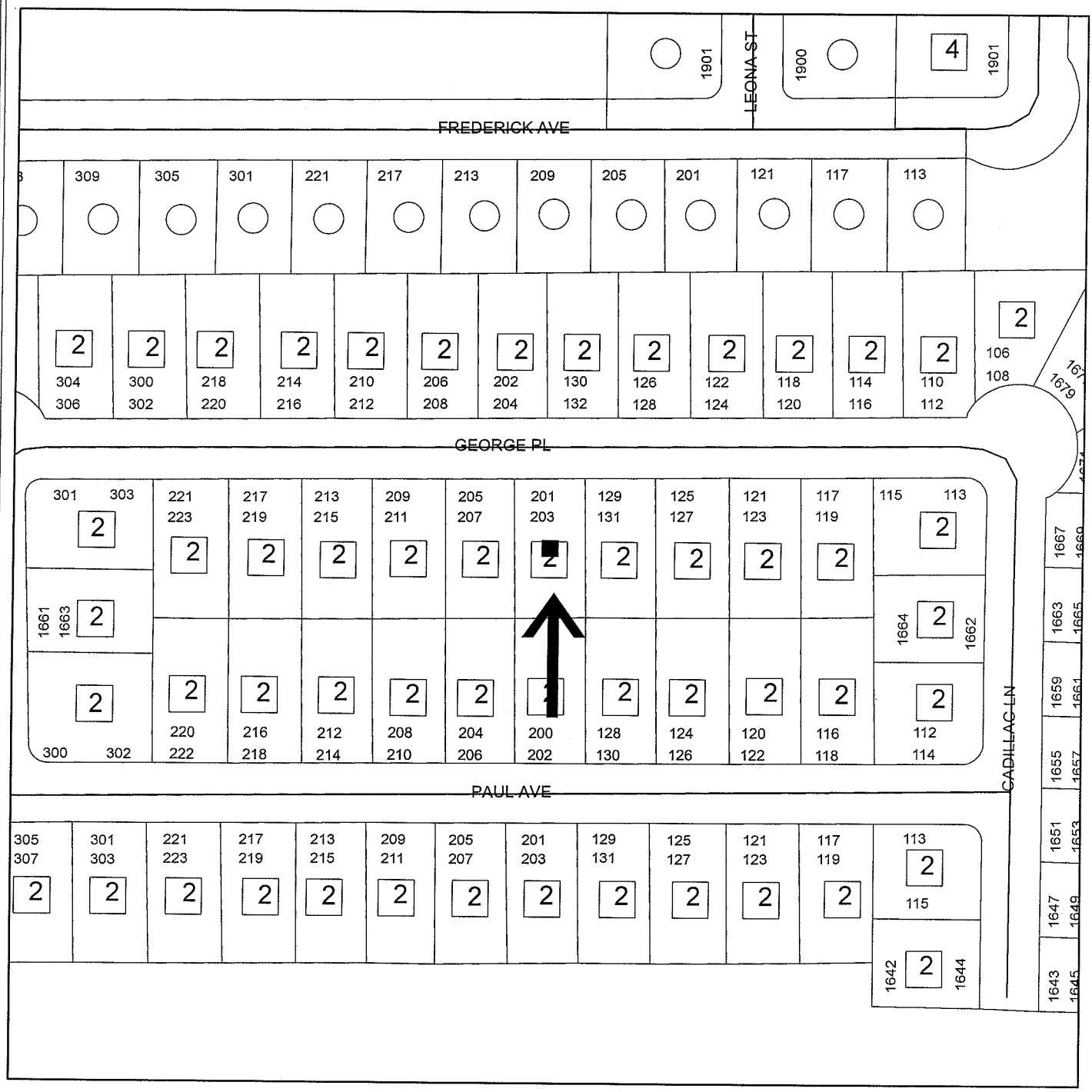
City of Las Vegas Vicinity Map

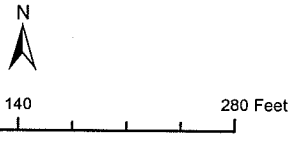
GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.
Geographic Information System
Planning & Development Dept.
702-229-6301

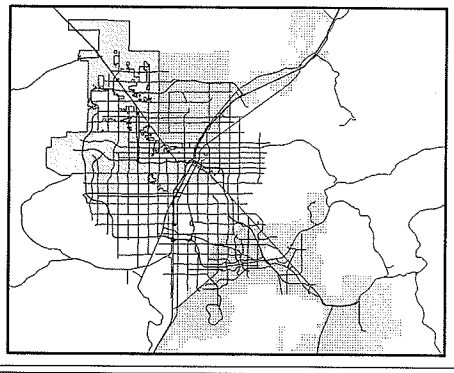
PLANNING & DEVELOPMENT
CITY OF LAS VEGAS NEVADA

201 GEORGE PLACE
CROSS STREETS - D ST//OWENS

City of Las Vegas Vicinity Map







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Geographic Information System
Planning & Development Dept.
702-229-6301

PLANNING & DEVELOPMENT
CITY OF LAS VEGAS

Memorandum

City of Las Vegas
Neighborhood Services Department

To: Beverly Bridges, MMC, City Clerk

From: Devin S. Smith, Manager – Neighborhood Response Division

CC: File

Date: March 31, 2010

Re: Report of Expenses for the abatement of nuisance located at 201 George Place - Ward 5 (Barlow)

LVMC Ordinance 5873 authorizes the City of Las Vegas to assess and collect a re-inspection fee of $120.00 if the nuisance violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of $180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a $180 re-inspection fee + a $150.00 civil penalty will be assessed; on the 3rd re-inspection a $180 re-inspection fee + a $300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a $180 re-inspection fee + a $500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred ($500.00) dollars per day, or for commercial properties; civil penalties of not more than one thousand ($1000.00) per day, for each day that any nuisance remained unabated after the date specified for abatement in the notice of violation. The $500.00 or $1000 daily civil penalty will be determined at the discretion of the city council. Any and all unpaid fees are subject to collection and/or liens.

After giving due process, notification, and an opportunity for an appeal hearing as specified in the Las Vegas Municipal Code for "Nuisance," the Department of Neighborhood Services caused the above-referenced property to be corrected by removing non-permitted wood shed in rear yard, removing abandoned truck from front parking area, and removing all trash, debris, and high vegetation. The abatement was completed by Blast Janitorial Services on March 1, 2010 at a cost of $700.00, which was accepted by the Department of Neighborhood Services.

Contract Amount Breakdown:	
Remove non-permitted wood shed in rear yard	$150.00
Remove abandoned truck from front parking area	$150.00
Remove all trash and debris	$225.00
Cut/remove all high vegetation	$175.00
AMOUNT DUE:	$700.00
Administrative Processing Fee:	$105.00
Sub-Total:	$805.00
Reinspection Fees (w/late fees):	$726.00
Civil Penalties:	$950.00
TOTAL AMOUNT DUE:	**$2,481.00**
Daily Civil Penalties – 61 days @ $500 a day (excluding civil penalty fees already assessed) December 31, 2009 to March 1, 2010	**$29,550.00**
MAXIMUM TOTAL:	**$32,031.00**
OWNER OF RECORD:	TRUSTEE CLARK COUNTY TREASURER
	C/O ELISEO C. & EMILIO QUINTANA
PROPERTY ABATED:	201 George Place
	Las Vegas, NV 89106
ASSESSOR PARCEL:	139-22-411-063
LEGAL DESCRIPTION:	CADILLAC ARMS TRACT 1
	PLAT BOOK 3 PAGE 100
	LOT 5 BLOCK 2

DSS:ld

Blast Janitorial Services
4104 Nightingale Street
Las Vegas, NV 89107

Disclosure of Principals

The principals and partners of *Blast Janitorial Services* and all persons and entities holding more than 1% interest in *Blast Janitorial Services* or any principal of *Blast Janitorial Services* are the following:

	Full Name	Business Address	Business Phone
1.	James A Wilson	4104 Nightingale St	702-808-1366
2.	Rosemary S Wilson	4104 Nightingale St	702-878-0418
3.			
4.			
5.			
6.			
7.			

Continue list until full and complete disclosure is made.

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

Blast Janitorial Services

By: James A Wilson JAW
James A Wilson

State of Nevada }
} ss:
County of Clark }

Subscribed and sworn to before me, a Notary Public,
on this 16 day of OCTOBER, 2009.

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
No: 09-9427-1 R. DIANA LAWVER
My Appointment Expires Mar. 17, 2013

Notary Public in and for Clark County,
State of Nevada

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW
STAVROS S. ANTHONY

ELIZABETH N. FRETWELL
CITY MANAGER

NOTICE OF PUBLIC HEARING

MAY 5, 2010

Pursuant to Las Vegas Municipal Code for the Abatement of Dangerous Buildings/Nuisance Code and/or Housing Code, NOTICE IS HEREBY GIVEN THAT ON **WEDNESDAY, MAY 5, 2010,** at the hour of **1:00 P.M.** in the City Council Chambers, 400 Stewart Avenue, Las Vegas, Nevada, the City Council will consider the REPORT OF EXPENSES submitted by the Director of Neighborhood Services for:

> Abatement of the violations on the property located at **201 GEORGE PLACE – Case #84459.** The Director of Neighborhood Services certifies that the sum of **$2,481.00** was expended and Civil Penalties in the sum of **$29,550.00** may be imposed for a total of **$32,031.00.** Owner of record at time of abatement: **TRUSTEE CLARK COUNTY TREASURER C/O ELISEO C. & EMILIO QUINTANA – WARD 5 (BARLOW)**

If the City Council is satisfied with the report, it may order a lien of assessment recorded against the property. Any person affected by the proposed charge may file a written protest with the City Clerk any time prior to the hearing. Each protest must contain a description of the property and the grounds for the protest.

BEVERLY K. BRIDGES
CITY CLERK

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

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

Printed with environmentally friendly soy ink.

City of Las Vegas
Neighborhood Services Department
Code Enforcement Case Report

Case # 84459

201 GEORGE PL - Map # 02225-84 Parcel 13922411063

Owner Information:

TRUSTEE CLARK COUNTY TREASURER
201 GEORGE PL
LAS VEGAS, NV 89106-2731

Zoning Information: R-2(MEDIUM-LOW DENSITY RESIDENTIAL)

Case Comments: Vacant; T/D; weeds

Case Assigned To:

Follow Up Inspection Date:

Date Case Opened: December 01, 2009

Ward: 5

Property Info/Status: HOA: N Vacant: N Foreclosure: N Secure: N

Violations:

Violation

Violation Date **Status/Completed Date** **Location**
Comments

AB-005: UAC 301.1 PERMITS REQUIRED
12/5/09 OPEN Rear yard
Remove illegal structure or obtain all required building permits. Remove illegal structure/shed

AN-003: 9.04.010 (4) REFUSE & WASTE
12/5/09 OPEN All yards
Remove all refuse and waste from all areas of property. Maintain at all times. Remove all visble refuse/waste

AN-006: 9.04.010 (7A) HIGH VEGETATION
12/5/09 OPEN All yards
Remove all high vegetation over 8" from all visible areas of property. Maintain at all times.

AN-010: 9.04.010 (7E)ABANDONED PARKING
12/5/09 OPEN Parking area
Remove all inoperable and unregistered vehicles from parking area adjacent to public right of way. Remove abandoned vehicle from property - blue chevrolet S-10 PU

Chronology of Events:

December 04, 2009 Insp#: 921624
26) Observed vacant house that is locked and secure with trash/debris, litter and high vegetation in all yards. Ther is also an illegal non-permitted structure/shed in rear yard, took pixs. Checked county recorder, directory assist, sewer and with neighbors no one has any idea where Elisio or Emilio went, I will prepare N&O. Located two poss ph#'s for E. Quintana: 459-6848-disc, 685-4581-left message on phone twice, no return call, cb 12-6

December 06, 2009 MISCELLANEOUS
26) Prepared N&O, cb 12-11

December 09, 2009 NOTICE AND ORDER REQUESTED
26) Notice and order prepared and forwared to 21 for review.

December 09, 2009 NOTICE AND ORDER REQUESTED
21)refer to office n&o

December 11, 2009 NOTICE AND ORDER ISSUED

ED) AFTER REVIEW AND APPROVAL BY #21 - MAILED N&O TO OWNER: TRUSTEE CLARK COUNTY TREASURER % ELISEO C. & EMILIO QUINTANA @ 201 GEORGE PLACE, LV 89106. TO #26 FOR POSTING. LAURA FOR RECORDING. C/B 12/23/09

December 26, 2009 Insp#: 923981

26) No improvement in property, attached N&O to front door, took pixs and assessed $120 reinspection fee, cb 1-3-2010

December 31, 2009 MISCELLANEOUS

ED) RECEIVED CERTIFIED CARD, LTR AND REG LTR FROM OWNER Trustee Clark County Treasurer % Elise C. Emilio Quintana, 201 George Place, LV, NV 89106-2731

January 03, 2010 Insp#: 931963

26) No improvement in property: trash/debris, refuse/waste, and high weeds in all yards. Illegal structure still in rea yard and green s-10 pickup still on driveway, took pixs, CONTINUE ABATGEMENT, CB 1-9

January 04, 2010 MISCELLANEOUS

21)refer file to office staff for bids to abate.

January 10, 2010 MISCELLANEOUS

26) Obtained Ven# 1GCCS1446R8198074 on green chev S-10 pickup

January 12, 2010 BID SENT

LM) SENT REQUEST FOR QUOTES TO ALL CONTRACTORS; DUE - 1/15/2010

January 12, 2010 RECORD

Ld) Recorded Nuisance Notice and Order to Comply dated December 21, 2009. Recorded in Book 20100112 Inst 02490

January 15, 2010 BID RECEIVED

lm) BIDS RECEIVED: 1-BLAST JANITORIAL= $700; 2-DISASTER KLEE-UP= $910; 3-AMERICAN DEMOLITION= $1,100; 4-LUNAS CONSTRUCTION= $1,100; 5-NDX= $1,949;

January 20, 2010 MISCELLANEOUS

lm) prepared, scanned and mailed 10DY BEFORE ABATEMENT TO OWNER: TRUSTEE CLARK CO. TREASURER-% ELISEO & EMILIO QUINTANA @ 201 GEORGE PL, LV 89106- TO #21 (FOR #26) FOR POSTIN C/B 2-1-2010

January 22, 2010 Insp#: 933762

26) No change in property, all trash/debris, high weeds, illegal structure and abandoned vehicle remains, took pixs and posted 10 day Notice to Abate on window, assessed fee cb 2-1

January 29, 2010 CORRESPONDENCE RECEIVED/SENT

Reg & Cert Mail addressed to owner of record; returned "attempted not known-unable to forward"

February 01, 2010 Insp#: 940997

26 & 36) House and property remains the same: trash/debris and refuse/waste in all yards, high weeds in all yards illegal structure remains in rear yard and abandoned S-10 pickup remains on driveway, took pixs, CONTINUE ABATEMENT, CB 2-5

February 02, 2010 DIRECTIVE

refer to office continue abatement-contractor

February 02, 2010 DIRECTIVE

21)refer to office cont abatement

February 03, 2010 ADMINSTRATIVE

after ok to proceed w/abatement-submitted into Oracle for PO

February 03, 2010 EMAIL SENT OR RECEIVED

sent e-mail to D. Smith for approval of Req #164050

February 08, 2010 BID AWARDED TO CONTRACTOR

ok fm D. smith received; PO #278733- award ltr sent to Blast Janitorial. awaiting start date.

February 12, 2010 Insp#: 944541

26) Nothing done. Spoke with Jimmy, same man that is doing cleanup at 1304 Purple Sage, he said will be working on property next week, cb 2-19

February 16, 2010 VIDEO REQUEST

per #21 - Blast Janitorial reports start date of 2/17 - prep & sent pre-abatement video req to #21

February 19, 2010 Insp#: 949269

26) They have started cleanup, but still have most of work to do. No one on site, I will check back monday, cb 2-2

February 22, 2010 Insp#: 951489

26) They are working on cleaning property. Illegal structure now torn down and most of refuse/waste removed, no one site now, cb 2-26

February 24, 2010 VIDEO REQUEST

BLAST JANITORIAL SUBMITTED COMPLETION DATE; REQ. FOR POST VIDEO PREP & SENT W/E-MAIL TO #21

February 24, 2010 POST-ABATEMENT VIDEO

21)post video and photos done in cc itmes file close case fee remain

February 26, 2010 Insp#: 952382

Fees:

Fee Name	Amount	Status	Fee Added	Fee Paid
INSPECTION FEE	$120.00	U	01/05/2010	
$150 CIVIL PENALTY	$150.00	U	01/05/2010	
REINSPECTION FEE	$180.00	U	01/05/2010	
THIRD RESIDENTIAL CIVIL PENALTY	$500.00	U	02/01/2010	
RESIDENTIAL REINSPECTION FEE	$180.00	U	02/19/2010	
SECOND RESIDENTIAL CIVIL PENALTY	$300.00	U	02/19/2010	
RESIDENTIAL REINSPECTION FEE	$180.00	U	02/19/2010	
ADMINISTRATIVE	$105.00	U	03/11/2010	
NUISANCE ABATEMENT FEE	$700.00	U	03/11/2010	

Total Amount Due: $2,415.00

APN 139-22-411-063
NOTICE AND CLAIM OF LIEN OF ASSESSMENT
TO: **TRUSTEE CLARK COUNTY TREASURER**
C/O ELISEO C. & EMILIO QUINTANA
Reputed Owner(s) at time of abatement.

Assessor's Parcel No.: **139-22-411-063**
Commonly known as: **201 George Place**
Legal Description: **CADILLAC ARMS TRACT 1**
PLAT BOOK 3 PAGE 100
LOT 5 BLOCK 2

On **March 1, 2010**, as provided in the Title 9, Chapter 9, the City of Las Vegas caused the abatement of a nuisance condition on the following property after due notification.

Expenses costs and fees in the amount of **$2,481.00** were incurred by the City of Las Vegas in the above-referenced nuisance condition abatement procedure. Additionally, pursuant to Municipal Code 9.040.120, civil penalties in the amount of **$29,550.00** were levied against the property as for violation(s) of Municipal Code 9.04.010 for a total charge in the amount of **$32,031.00** assessed against the property.

The Las Vegas City Council, at a duly noticed public hearing held on **May 5, 2010** ordered the above charges in the amount of **$32,031.00**, assessed against the property by means of a Lien of Assessment, such a lien to be duly recorded and certified copies of said lien given to the County Treasurer for collection as ordinary property taxes. Said lien shall also be prior to and superior to all liens, claims, encumbrances and titles, other than liens of assessment and general taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to this lien.

All or any portion of this lien of assessment, which remains unpaid after 30 days from the date of the recording thereof on the assessment roll, shall become delinquent and shall accrue interest at the rate of 7 percent per annum from and after said date. This lien shall continue until the assessment, which forms the subject matter thereof, and all interest due and payable thereon, shall have been paid in full.

_____
BEVERLY K. BRIDGES, MMC, City Clerk
400 Stewart Avenue
Las Vegas, NV 89101 - (702) 229-6311

STATE OF NEVADA)
)
COUNTY OF CLARK)

BEVERLY K. BRIDGES, being duly sworn, deposes and says that she is the person who executed the foregoing instrument on behalf of the City of Las Vegas and that she has read the same and knows the contents thereof, that the matters stated herein are true to her own knowledge, except such matters as are stated to be on information and belief, and as to those matters, she believes them to be true.

_____
BEVERLY K. BRIDGES, MMC, City Clerk

Subscribed and sworn to before me this ____ day of May, 2010

_____
NOTARY PUBLIC, in and for said County and State

WHEN RECORDED, RETURN TO:
CITY OF LAS VEGAS, DEPARTMENT OF NEIGHBORHOOD RESPONSE
400 STEWART AVENUE, LAS VEGAS, NV 89101 Case #84459

City of Las Vegas Agenda Item No.: **76.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 5, 2010

DEPARTMENT: NEIGHBORHOOD SERVICES
DIRECTOR: STEPHEN K. HARSIN ☐ **Consent** ☒ **Discussion**

SUBJECT:
Public hearing and possible action to consider the report of expenses to recover costs for abatement of nuisance regarding dangerous building located at 1304 Purple Sage Avenue in the amount of $1,898 (General Fund) and assess a maximum of $38,550 in daily civil penalties. PROPERTY OWNER: FRANCIS M BOZARTH - Ward 5 (Barlow)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $1,898
Funding Source: General Fund
Dept./Division: Neighborhood Services/Response

PURPOSE/BACKGROUND:
The condition of the property was a public hazard and an attractive nuisance. The Department of Neighborhood Services declared the property in violation and started legal notification. When no corrective action was taken nor an appeal filed the Department of Neighborhood Services hired Blast Janitorial Services to board all open doors and windows on main structure, remove all trash, high vegetation and dead trees. To date, there have been ten (10) inspections conducted at this location. The estimated value of the property based on Zillow.com is $116,000.

RECOMMENDATION:
The condition of the property was a public hazard and an attractive nuisance. The Department of Neighborhood Services declared the property in violation and started legal notification. When no corrective action was taken nor an appeal filed the Department of Neighborhood Services hired Blast Janitorial Services to board all open doors and windows on main structure, remove all trash, high vegetation and dead trees. To date, there have been ten (10) inspections conducted at this location. The estimated value of the property based on Zillow.com is $116,000.

BACKUP DOCUMENTATION:
1. Agenda Memo
2. Location Maps
3. Report of Expenses
4. Contractor Disclosure
5. Notice of Public Hearing
6. Chronological List of Events
7. Copy of the Notice and Claim of Lien

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: May 5, 2010
DEPARTMENT: Neighborhood Services
ITEM DESCRIPTION: Public hearing and possible action to consider the report of expenses to recover costs for abatement of nuisance regarding dangerous building located at 1304 Purple Sage Avenue in the amount of $1,898 (General Fund) and assess a maximum of $38,550 in daily civil penalties. PROPERTY OWNER: FRANCIS M BOZARTH – Ward 5 (Barlow)

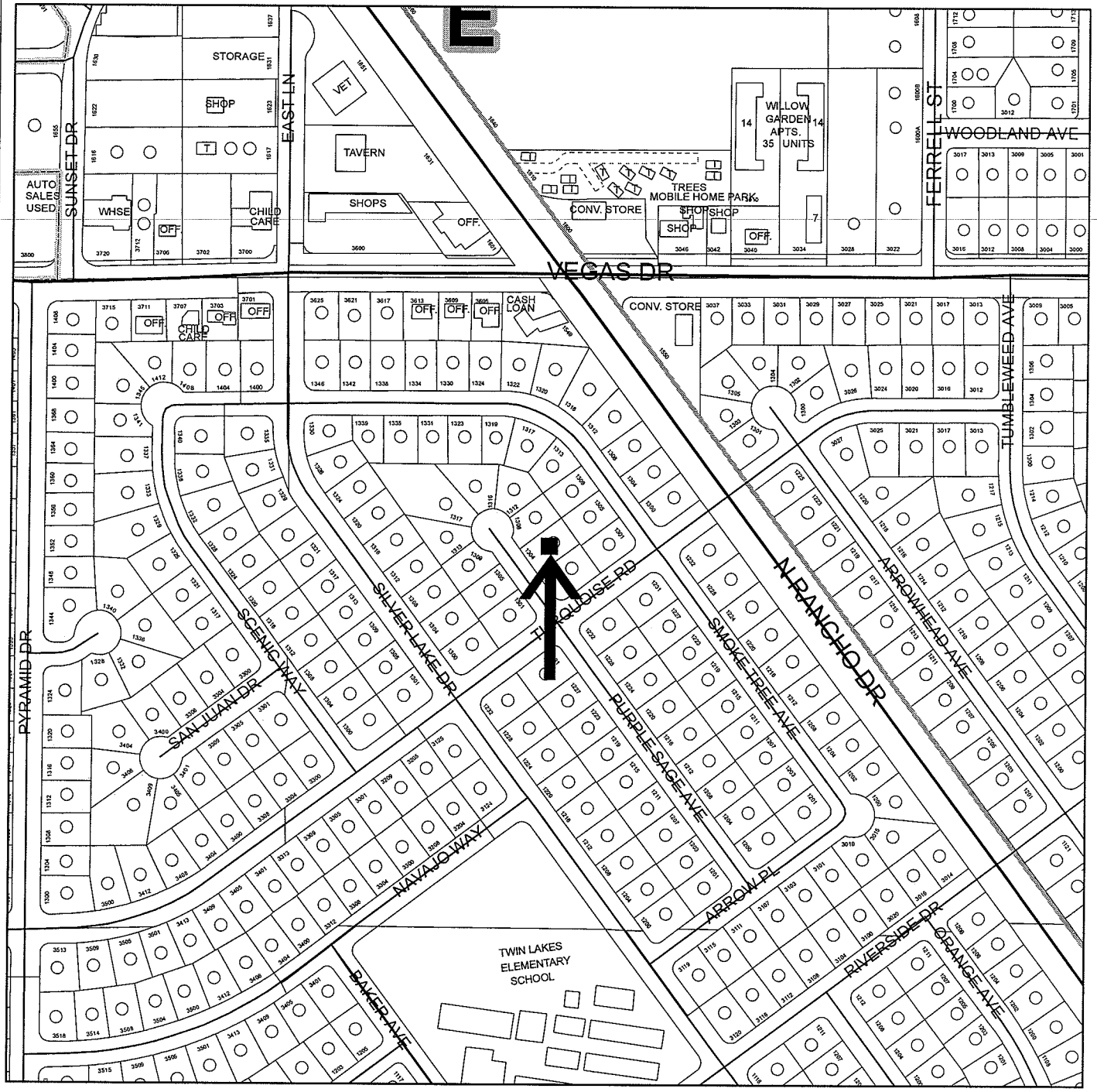
Blast Janitorial Services completed work on February 18, 2010 at a cost of $800; $528 in reinspection fees (w/late fees); $450 in civil penalties; plus a 15% administrative fee for a total of $1,898.

Today's public hearing is to consider the Report of Expenses filed by the Department of Neighborhood Services and to hear any objections thereto. Under the Uniform Code for the Abatement of Nuisance and Civil Penalties, the City Council may make revisions or adjustments to the Report of Expenses as deemed proper. If the Report of Expenses is confirmed and accepted by the Council, the Council can then declare the charges to be a personal obligation on the part of the property owner or may order the charges assessed against the property by means of a Lien of Assessment. In this particular case, we recommend a Lien of Assessment.

If the Lien is approved by the Council, certified copies of the recorded lien will be given to the County Treasurer's Office and the amount of the assessment will be collected at the same time and in the same manner as ordinary property taxes. All laws applicable to the collection and enforcement of property taxes shall be applicable to such assessment, and the amount of the assessment will be added to the next regular property tax bill levied against the parcel.

1304 PURPLE SAGE AVENUE
CROSS STREETS - RANCHO//VEGAS

City of Las Vegas Vicinity Map



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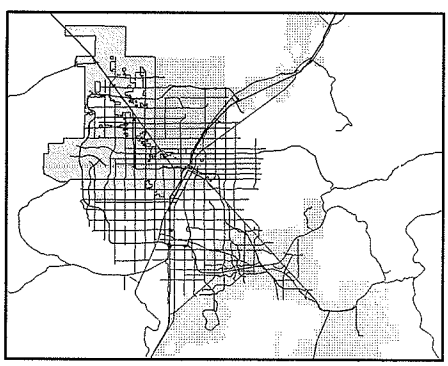

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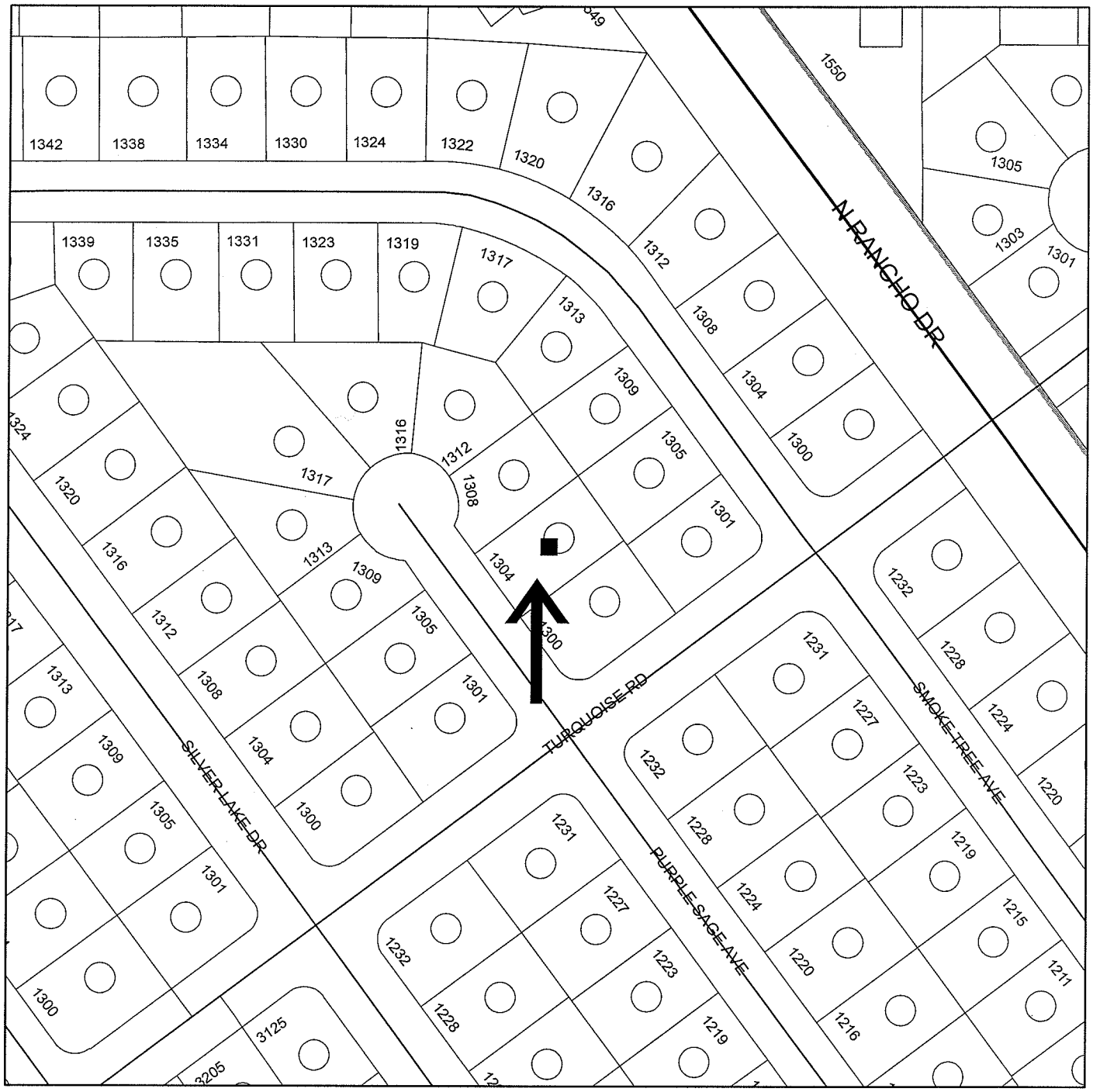
Geographic Information System
Planning & Development Dept.
702-229-6301

PLANNING & DEVELOPMENT

1304 PURPLE SAGE AVENUE
CROSS STREETS - RANCHO//VEGAS

City of Las Vegas Vicinity Map



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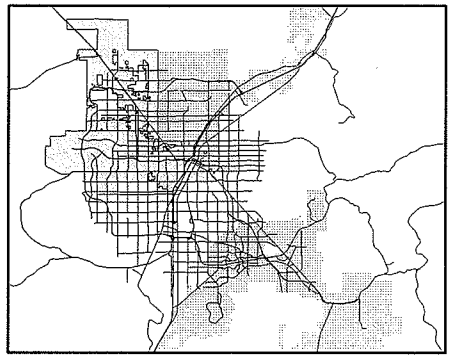

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702-229-6301

PLANNING & DEVELOPMENT

Memorandum

City of Las Vegas
Neighborhood Services Department

To: Beverly Bridges, MMC, City Clerk

From: Devin S. Smith, Manager – Neighborhood Response Division

CC: File

Date: March 31, 2010

Re: Report of Expenses for the abatement of nuisance located at 1304 Purple Sage Avenue - Ward 5 (Barlow)

LVMC Ordinance 5873 authorizes the City of Las Vegas to assess and collect a re-inspection fee of $120.00 if the nuisance violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of $180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a $180 re-inspection fee + a $150.00 civil penalty will be assessed; on the 3rd re-inspection a $180 re-inspection fee + a $300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a $180 re-inspection fee + a $500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred ($500.00) dollars per day, or for commercial properties; civil penalties of not more than one thousand ($1000.00) per day, for each day that any nuisance remained unabated after the date specified for abatement in the notice of violation. The $500.00 or $1000 daily civil penalty will be determined at the discretion of the city council. Any and all unpaid fees are subject to collection and/or liens.

After giving due process, notification, and an opportunity for an appeal hearing as specified in the Las Vegas Municipal Code for "Nuisance," the Department of Neighborhood Services caused the above-referenced property to be corrected by boarding all open doors and windows on main structure, removing all trash, high vegetation and dead trees. The abatement was completed by Blast Janitorial Services on February 18, 2010 at a cost of $800.00, which was accepted by the Department of Neighborhood Services.

Contract Amount Breakdown:	
Board all open doors and windows on main structure	$100.00
Remove all trash	$200.00
Remove all high vegetation	$250.00
Remove all dead trees	$250.00
AMOUNT DUE:	$800.00
Administrative Processing Fee:	$120.00
Sub-Total:	$920.00
Reinspection Fees (w/late fees):	$528.00
Civil Penalties:	$450.00
TOTAL AMOUNT DUE:	**$1,898.00**
Daily Civil Penalties – 78 days @ $500 a day (excluding civil penalty fees already assessed) December 3, 2009 to February 18, 2010	**$38,550.00**
MAXIMUM TOTAL:	**$40,448.00**
OWNER OF RECORD	FRANCIS M. BOZARTH
PROPERTY ABATED:	1304 Purple Sage Avenue
	Las Vegas, NV 89108
ASSESSOR PARCEL:	139-29-111-079
LEGAL DESCRIPTION:	TWIN LAKES VILLAGE UNIT 3
	PLAT BOOK 4 PAGE 51
	LOT 21 BLOCK 16

DSS:ld

Blast Janitorial Services
4104 Nightingale Street
Las Vegas, NV 89107

Disclosure of Principals

The principals and partners of *Blast Janitorial Services* and all persons and entities holding more than 1% interest in *Blast Janitorial Services* or any principal of *Blast Janitorial Services* are the following:

	Full Name	Business Address	Business Phone
1.	James A Wilson	4104 Nightingale St	702-808-1366
2.	Rosemary S Wilson	4104 Nightingale St	702-878-0418
3.			
4.			
5.			
6.			
7.			

Continue list until full and complete disclosure is made.

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

Blast Janitorial Services

By: James A Wilson JAW
James A Wilson

State of Nevada }
} ss:
County of Clark }

Subscribed and sworn to before me, a Notary Public,
on this 16 day of OCTOBER, 2009.

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
R. DIANA LAWVER
No: 09-9427-1
My Appointment Expires Mar. 17, 2013

Notary Public in and for Clark County,
State of Nevada

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW
STAVROS S. ANTHONY

ELIZABETH N. FRETWELL
CITY MANAGER

NOTICE OF PUBLIC HEARING

MAY 5, 2010

Pursuant to Las Vegas Municipal Code for the Abatement of Dangerous Buildings/Nuisance Code and/or Housing Code, NOTICE IS HEREBY GIVEN THAT ON **WEDNESDAY, MAY 5, 2010,** at the hour of **1:00 P.M.** in the City Council Chambers, 400 Stewart Avenue, Las Vegas, Nevada, the City Council will consider the REPORT OF EXPENSES submitted by the Director of Neighborhood Services for:

> Abatement of the violations on the property located at **1304 PURPLE SAGE AVENUE – Case #84005.** The Director of Neighborhood Services certifies that the sum of **$1,898.00** was expended and Civil Penalties in the sum of **$38,550.00** may be imposed for a total of **$40,448.00.** Owner of record at time of abatement: **FRANCIS M. BOZARTH – WARD 5 (BARLOW)**

If the City Council is satisfied with the report, it may order a lien of assessment recorded against the property. Any person affected by the proposed charge may file a written protest with the City Clerk any time prior to the hearing. Each protest must contain a description of the property and the grounds for the protest.

BEVERLY K. BRIDGES
CITY CLERK

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

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

FM-0044-08-09

Printed with environmentally friendly soy ink.

City of Las Vegas
Neighborhood Services Department
Code Enforcement Case Report

Case # 84005

1304 PURPLE SAGE AVE - Map # 02323-11 Parcel 13929111079

Owner Information:

BOZARTH FRANCIS M
1304 PURPLE SAGE AVE
LAS VEGAS, NV 89108-1152

Zoning Information: R-1(SINGLE FAMILY RESIDENTIAL)

Case Comments: House is open and needs to be secured. Also, house has thousands of spiders inside.

Case Assigned To: Follow Up Inspection Date:

Date Case Opened: November 12, 2009 Ward: 5

Property Info/Status: HOA: N Vacant: N Foreclosure: N Secure: N

Violations:

Violation

Violation Date **Status/Completed Date** **Location**
Comments

AB-006: 16.08.010 UDB SEC 403
11/13/09 OPEN Back door
Board and secure all doors and windows
Secure all openings to City of Las Vegas specifications (attached)
11/20/09 OPEN Structure
Secure all openings to City of Las Vegas specifications (attached)

AN-003: 9.04.010 (4) REFUSE & WASTE
11/13/09 COMPLIED 02/26/10 Carport and rear yard
Remove all refuse and waste from all areas of property, including paper, buckets, furniture, cans, bottles, glass, metal,wood, plastic containers, etc. Maintain at all times.
Remove all refuse and waste from all areas of property, including paper, buckets, furniture, cans,bottles, glass, metal, wood, plastic containers,etc. Maintain at all times.

AN-007: 9.04.010 (7B) DEAD VEGETATION
11/13/09 OPEN All Yards
Remove all dead trees, shrubs,plants.
11/20/09 OPEN Property
Remove all dead trees, shrubs, and plants.

AN-009: 9.04.010 (7D) DILAPIDATED
11/13/09 OPEN
Repair dilapidated fence on north side of house.
11/20/09 OPEN North Side
Repair dilapidated fence on north side of house

AN-017: 9.12.060 LITTER/OWNER MAINTAIN
11/13/09 OPEN
Maintain property free of litter at all times.

Chronology of Events:

November 13, 2009 Insp#: 914857

26) Observed vacant house that is open and accessible through rear door. Spoke with neighbor & postman, owne is in a care facility somewhere and just left house. The water has been shut off for approx 5 months and lots of dea vegetatgion in both front and rear yards. Trash/debris and refuse/waste in carport and rear yard, took pix, I will prepare N&O, cb 11-14

November 20, 2009 NOTICE AND ORDER REQUESTED

26)Notice and Order prepared and forwarded to 21 for review.

November 23, 2009 NOTICE AND ORDER ISSUED

LM) AFTER OK BY #21 - FINALIZED AND MAILED N&O TO OWNER: FRANCIS M. BOZARTH @ 1304 PURPLE SAGE AVE., LV 89108 - C/B 12/3/09. TO #26 FOR POSTING & L deA for Recording.

November 24, 2009 RECORD

Ld) Recorded Nuisance N&O To Comply Regarding Dangerous Building dated November 23, 2009 at Clark County Recorded in Book:20091124 Inst: 03761

November 28, 2009 Insp#: 915709

26) No improvement, posted N&O 0n front door, took pixs, cb 12-30

December 03, 2009 MISCELLANEOUS

LM) REGULAR & CERTIFIED MAIL ADDRESSED TO: FRANCIS M. BOZARTH @ 1304 PURPLE SAGE AVE., LV 89108-RETURNED:"RETURN TO SENDER - MOVED LEFT NO ADDRESS-UNABLE TO FORWARD"

December 05, 2009 Insp#: 920867

26) No improvement in property, t/d, refuse/waste and dead vegetation in all yards and back door is open and accessible, took pixs, CONTINUE ABATEMENT, cb 12-11

December 09, 2009 MISCELLANEOUS

21)per 26- no improvement-refer to office bid requests

December 09, 2009 BID SENT

LM) SENT REQUEST FOR QUOTES TO ALL CONTRACTORS; DUE 12/14/09

December 12, 2009 Insp#: 923938

26) Property remains the same: dead vegetation in all yards and property is open and accessible. I will contact Tony G #21 to find out status, cb 12-18

December 14, 2009 BID RECEIVED

LM) 1-BLAST JANITORIAL= $550; 2-AMERICAN DEMOLITION= $860; 3-WEAVER CONSTRUCTION= $1,145; 4-DISASTER KLEENUP= $1,955

December 15, 2009 NOTICE TO ABATE

36) Posted 10 day Notice to Abate cb 12/28/09

December 15, 2009 MISCELLANEOUS

LM) SCANNED & MAILED 10 DAY BEFORE ABATEMENT TO OWNER: FRANCIS M. BOZARTH @ 1304 PURPL SAGE AVE., LV, NV 89108 - TO #26/21 FOR POSTING; C/B 12/28/09

December 15, 2009 Insp#: 926957

36) posted 10 day notice to abate- all violations remain, weeds,trash debris, door open. cb 12-28

December 22, 2009 MISCELLANEOUS

LM- REG & CERT MAIL ADDRESSED TO: FRANCIS M. BOZARTH @ 1304 PURPLE SAGE AVE., LV 89102 - RETURNED: "MOVED LEFT NO ADDRESS - UNABLE TO FORWARD-RETURN TO SENDER"

January 02, 2010 Insp#: 928110

26) Property remains the same, all violations still exist, took pixs, failed, referred to #21 to CONTINUE ABATEMENT, cb 1-24

January 04, 2010 MEETING

21)refer file to office staff, abatement approved

January 12, 2010 MISCELLANEOUS

lm) per #21- OK to proceed w/abatement; scanned bids and entered into Oracle for D. Smith's approval. e-mail to D.Smith for approval of Req #163064.

January 26, 2010 VIDEO REQUEST

received start date fm Blast Janitorial for 2/9/2010 - submitted pre-abatement video request to #19

January 28, 2010 PRE-ABATEMENT VIDEO

pre video and photos done in CC items file

January 30, 2010 Insp#: 933747

26) No improvement in property , all violations remain, I will chedk with Tony G. #21 to find out status of abatement cb 2-1

February 12, 2010 Insp#: 944114

26) Met Jimmy on property they are doing cleanup now, he said will be done early next week, cb 2-10

February 19, 2010 Insp#: 949281

26) Property clean, dead vegetation removed and all doors and windows are locked/boarded and secure, took pix refer to #21, cb 2-22

February 24, 2010 POST-ABATEMENT VIDEO

21)post video and photos done in cc items file / close

February 26, 2010 Insp#: 951520

March 01, 2010 ADMINSTRATIVE

Received invoice w/x-tra charge for dead trees removal; entered into Oracle for approval & to be added to PO #278236-e-mail to D. Smith for approval of Req. #164583

Fees:

Fee Name	Amount	Status	Fee Added	Fee Paid
INSPECTION FEE	$120.00	U	12/16/2009	
$150 CIVIL PENALTY	$150.00	U	12/16/2009	
REINSPECTION FEE	$180.00	U	12/16/2009	
$300 CIVIL PENALTY	$300.00	U	01/19/2010	
REINSPECTION FEE	$180.00	U	01/19/2010	
INSPECTION LATE FEE	$12.00	U	01/19/2010	
REINSPECTION LATE FEE	$18.00	U	01/19/2010	
REINSPECTION LATE FEE	$18.00	U	01/19/2010	
NUISANCE ABATEMENT FEE	$800.00	U	03/11/2010	
ADMINISTRATIVE	$120.00	U	03/11/2010	

Total Amount Due: $1,898.00

APN 139-29-111-079
NOTICE AND CLAIM OF LIEN OF ASSESSMENT
TO: **FRANCIS M. BOZARTH**
Reputed Owner(s) at time of abatement.

Assessor's Parcel No.: **139-29-111-079**
Commonly known as: **1304 Purple Sage Avenue**
Legal Description: **TWIN LAKES VILLAGE UNIT 3**
PLAT BOOK 4 PAGE 51
LOT 21 BLOCK 16

On **February 18, 2010**, as provided in the Title 9, Chapter 9, the City of Las Vegas caused the abatement of a nuisance condition on the following property after due notification.

Expenses costs and fees in the amount of **$1,898.00** were incurred by the City of Las Vegas in the above-referenced nuisance condition abatement procedure. Additionally, pursuant to Municipal Code 9.040.120, civil penalties in the amount of **$38,550.00** were levied against the property as for violation(s) of Municipal Code 9.04.010 for a total charge in the amount of **$40,448.00** assessed against the property.

The Las Vegas City Council, at a duly noticed public hearing held on **May 5, 2010** ordered the above charges in the amount of **$40,448.00**, assessed against the property by means of a Lien of Assessment, such a lien to be duly recorded and certified copies of said lien given to the County Treasurer for collection as ordinary property taxes. Said lien shall also be prior to and superior to all liens, claims, encumbrances and titles, other than liens of assessment and general taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to this lien.

All or any portion of this lien of assessment, which remains unpaid after 30 days from the date of the recording thereof on the assessment roll, shall become delinquent and shall accrue interest at the rate of 7 percent per annum from and after said date. This lien shall continue until the assessment, which forms the subject matter thereof, and all interest due and payable thereon, shall have been paid in full.

_____
BEVERLY K. BRIDGES, MMC, City Clerk
400 Stewart Avenue
Las Vegas, NV 89101 - (702) 229-6311

STATE OF NEVADA)
)
COUNTY OF CLARK)

BEVERLY K. BRIDGES, being duly sworn, deposes and says that she is the person who executed the foregoing instrument on behalf of the City of Las Vegas and that she has read the same and knows the contents thereof, that the matters stated herein are true to her own knowledge, except such matters as are stated to be on information and belief, and as to those matters, she believes them to be true.

_____
BEVERLY K. BRIDGES, MMC, City Clerk

Subscribed and sworn to before me this ____ day of May, 2010

_____
NOTARY PUBLIC, in and for said County and State

WHEN RECORDED, RETURN TO:
CITY OF LAS VEGAS, DEPARTMENT OF NEIGHBORHOOD RESPONSE
400 STEWART AVENUE, LAS VEGAS, NV 89101 Case #84005

City of Las Vegas Agenda Item No.: **77.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 5, 2010

DEPARTMENT: NEIGHBORHOOD SERVICES
DIRECTOR: STEPHEN K. HARSIN ☐ **Consent** ☒ **Discussion**

SUBJECT:
Public hearing and possible action to consider assessing a maximum of $32,550 in daily civil penalties for nuisance abatement regarding dangerous building located at 1605 South 11th Street. PROPERTY OWNER: T F LIVING TRUST ETAL MCGEE MIMI TRS - Ward 3 (Reese)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Today's hearing is to consider the assessment of $32,550 in daily civil penalties waived at the City Council meeting on March 3, 2010. At the meeting, Mimi McGee, co-owner, stated she would demolish the property and pay the abatement costs by April 1, 2010. An assessment of $3,305.50 was approved and a lien filed. The civil penalties were waived. The property owner has not paid the abatement costs or demolished the property.

RECOMMENDATION:
That the City Council: Approve maximum of $32,550 in daily civil penalties.

BACKUP DOCUMENTATION:
1. Agenda Memo
2. Location Maps
3. Report of Expenses
4. Contractor Disclosure
5. Notice of Public Hearing
6. Chronological List of Events
7. Copy of the Notice and Claim of Lien
8. Agenda Minutes

City of Las Vegas

AGENDA MEMO

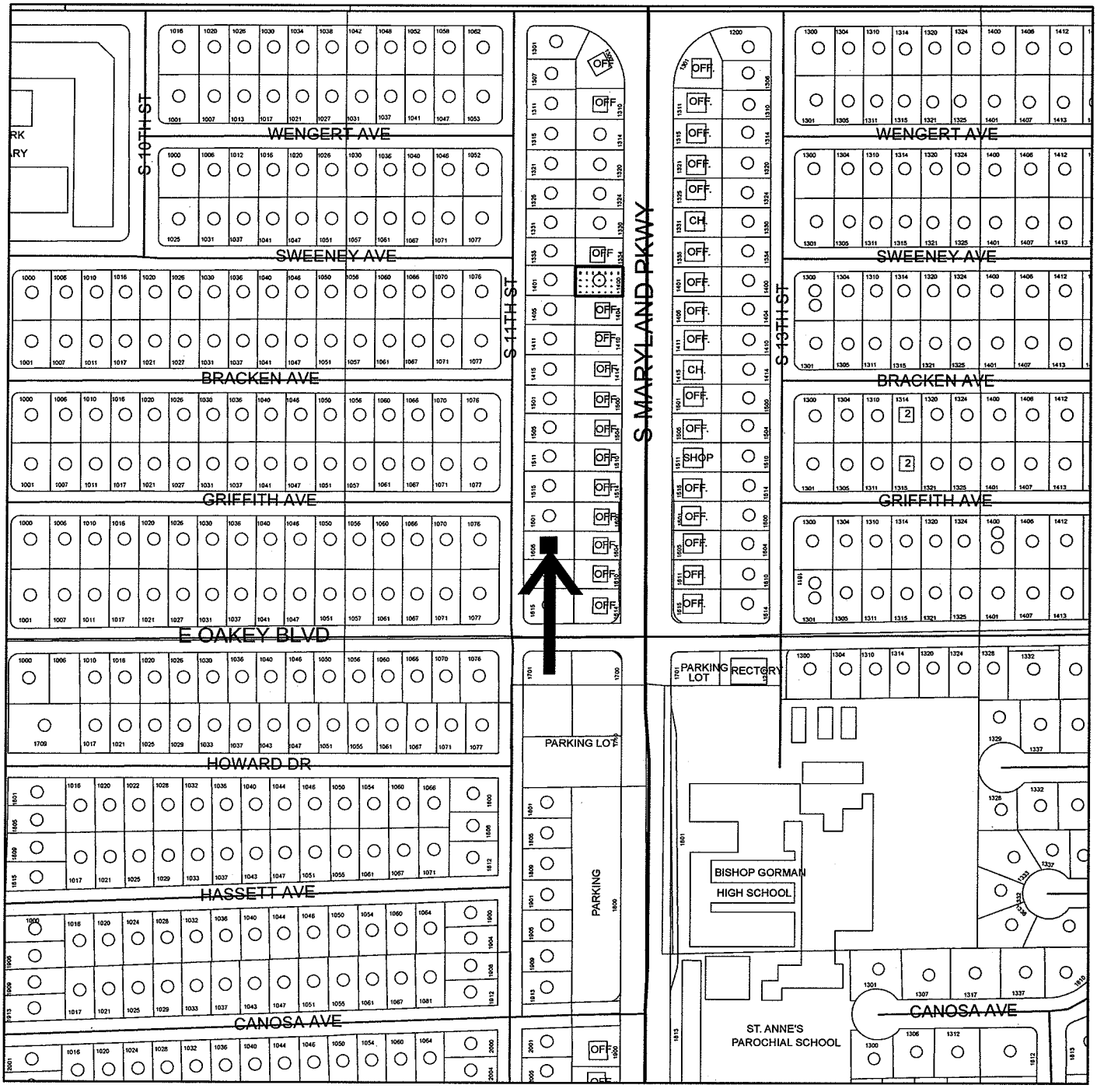
CITY COUNCIL MEETING DATE: May 5, 2010
DEPARTMENT: Neighborhood Services
ITEM DESCRIPTION: Public hearing and possible action to consider assessing a maximum of $32,550 in daily civil penalties for nuisance abatement regarding dangerous building located at 1605 South 11th Street. PROPERTY OWNER: T F LIVING TRUST ETAL MCGEE MIMI TRS – Ward 3 (Reese)

Today's public hearing is to consider the assessment of $32,550 in daily civil penalties waived at the March 3, 2010 City Council meeting. If the Report of Expenses is confirmed and accepted by the Council, the Council can then declare the charges to be a personal obligation on the part of the property owner or may order the charges assessed against the property by means of a Lien of Assessment. In this particular case, we recommend a Lien of Assessment.

If the Lien is approved by the Council, certified copies of the recorded lien will be given to the County Treasurer's Office and the amount of the assessment will be collected at the same time and in the same manner as ordinary property taxes. All laws applicable to the collection and enforcement of property taxes shall be applicable to such assessment, and the amount of the assessment will be added to the next regular property tax bill levied against the parcel.

1605 SOUTH 11TH STREET
CROSS STREETS - MARYLAND//OAKEY

City of Las Vegas Vicinity Map



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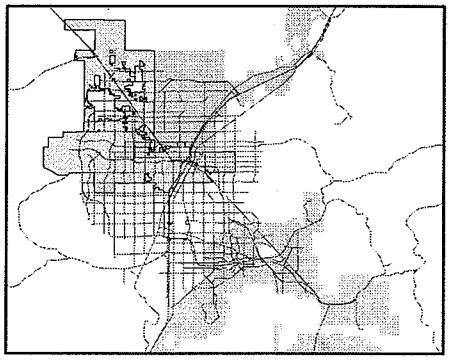

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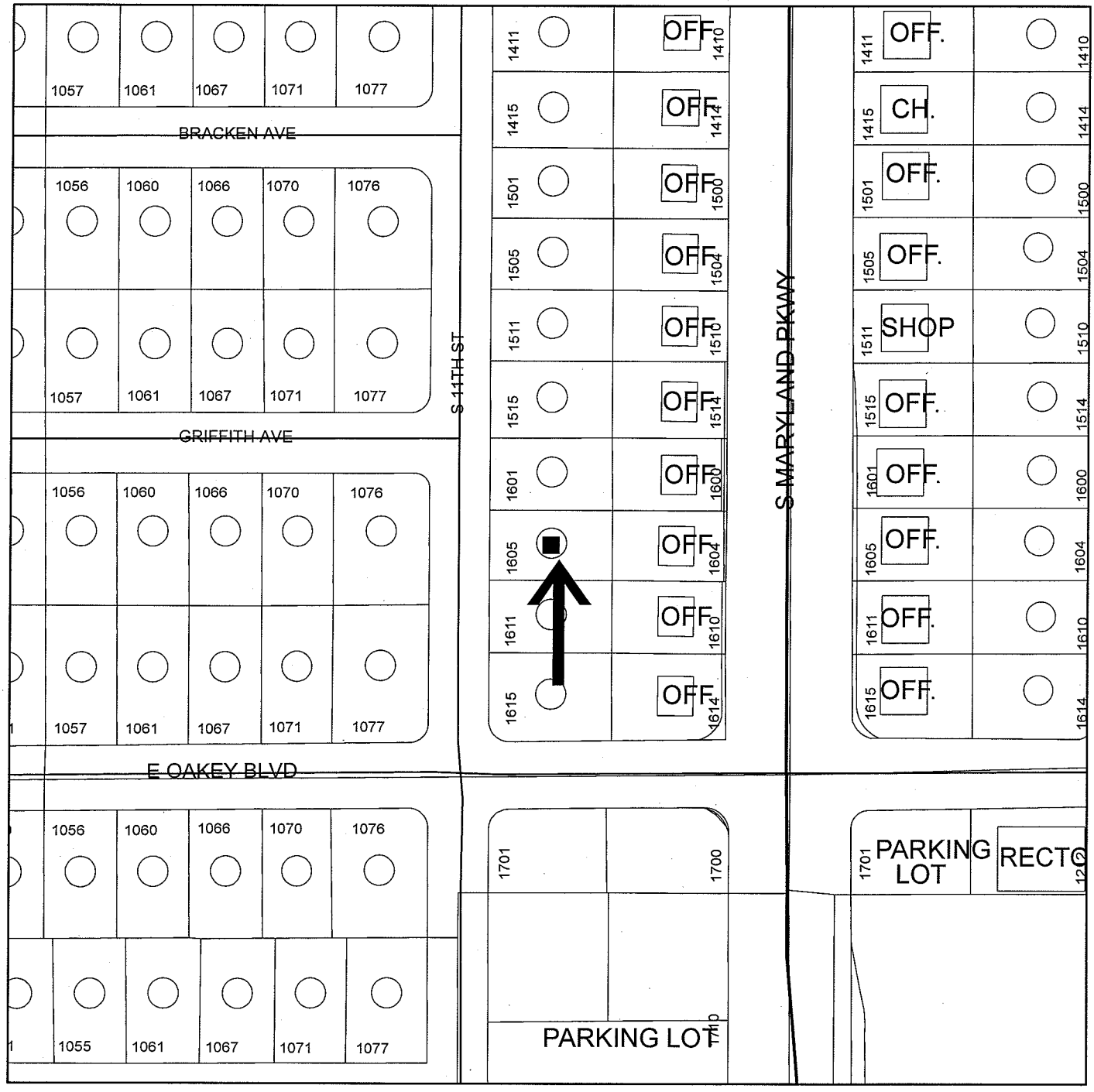
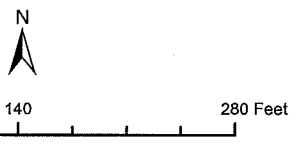
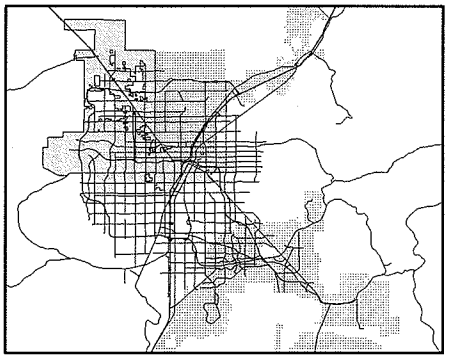
PLANNING & DEVELOPMENT

1605 SOUTH 11TH STREET
CROSS STREETS - MARYLAND//OAKEY

City of Las Vegas Vicinity Map







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PLANNING & DEVELOPMENT

Memorandum

City of Las Vegas
Neighborhood Services Department

To: Beverly Bridges, MMC, City Clerk

From: Devin S. Smith, Manager – Neighborhood Response Division

CC: File

Date: January 27, 2010

Re: Report of Expenses for the abatement of nuisance located at 1605 South 11th Street - Ward 3 (Reese)

LVMC Ordinance 5873 authorizes the City of Las Vegas to assess and collect a re-inspection fee of $120.00 if the nuisance violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of $180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a $180 re-inspection fee + a $150.00 civil penalty will be assessed; on the 3rd re-inspection a $180 re-inspection fee + a $300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a $180 re-inspection fee + a $500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred ($500.00) dollars per day, or for commercial properties; civil penalties of not more than one thousand ($1000.00) per day, for each day that any nuisance remained unabated after the date specified for abatement in the notice of violation. The $500.00 or $1000 daily civil penalty will be determined at the discretion of the city council. Any and all unpaid fees are subject to collection and/or liens.

After giving due process, notification, and an opportunity for an appeal hearing as specified in the Las Vegas Municipal Code for "Nuisance," the Department of Neighborhood Services caused the above-referenced property to be corrected by boarding all open doors, windows, openings, and removing all trash and high, dead vegetation. The abatement was completed by American Demolition on November 30, 2009 at a cost of $810.00, which was accepted by the Department of Neighborhood Services.

Contract Amount Breakdown:	
Board all open doors, windows, openings	$450.00
Remove all high and dead vegetation	$160.00
Remove all trash and debris	$200.00
AMOUNT DUE:	$810.00
Administrative Processing Fee:	$121.50
Sub-Total:	$931.50
Reinspection Fees (w/late fees):	$924.00
Civil Penalties:	$1,450.00
TOTAL AMOUNT DUE:	**$3,305.50**
Daily Civil Penalties – 68 days @ $500 a day (excluding civil penalty fees already assessed) September 24, 2009 to November 30, 2009	**$32,550.00**
MAXIMUM TOTAL:	**$35,855.50**
OWNER OF RECORD	T F LIVING TRUST ETAL MCGEE MIMI TRS
PROPERTY ABATED:	1605 South 11th Street
ASSESSOR PARCEL:	162-03-612-037
LEGAL DESCRIPTION:	HUNTRIDGE SUB TRACT 4
	PLAT BOOK 2 PAGE 55
	LOT 22 BLOCK 21

DSS:ld

American Demolition
4516 W Diablo Drive, E-108
Las Vegas, NV 89118

Disclosure of Principals

The principals and partners of *American Demolition* and all persons and entities holding more than 1% interest in *American Demolition* or any principal of *American Demolition* are the following:

	Full Name	Business Address	Business Phone
1.	Jack Praeppich	4516 W. Diablo #E108 LV NV 89118	561-3244
2.			
3.			
4.			
5.			
6.			
7.			

Continue list until full and complete disclosure is made.

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

American Demolition

By: Jack Praeppich

State of Nevada }
} ss:
County of Clark }

Subscribed and sworn to before me, a Notary Public, on this 22 day of December, 2008.

Notary Public - State of Nevada
County of Clark
ARTILUR WILLIAMS
My Appointment Expires
August 14, 2011
No: 07-4376-1

Notary Public in and for Clark County,
State of Nevada

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW
STAVROS S. ANTHONY

ELIZABETH N. FRETWELL
CITY MANAGER

NOTICE OF PUBLIC HEARING

MAY 5, 2010

Pursuant to Las Vegas Municipal Code for the Abatement of Dangerous Buildings/Nuisance Code and/or Housing Code, NOTICE IS HEREBY GIVEN THAT ON **WEDNESDAY, MAY 5, 2010,** at the hour of **1:00 P.M.** in the City Council Chambers, 400 Stewart Avenue, Las Vegas, Nevada, the City Council will consider the REPORT OF EXPENSES submitted by the Director of Neighborhood Services for:

> Abatement of the violations on the property located at **1605 SOUTH 11th STREET – Case #81477.** The Director of Neighborhood Services certifies that the sum of **$3,305.50** was expended and Civil Penalties in the sum of **$32,550.00** may be imposed for a total of **$35,855.50.** Owner of record at time of abatement: **T F LIVING TRUST ETAL MCGEE MIMI TRS – WARD 3 (REESE)**

If the City Council is satisfied with the report, it may order a lien of assessment recorded against the property. Any person affected by the proposed charge may file a written protest with the City Clerk any time prior to the hearing. Each protest must contain a description of the property and the grounds for the protest.

BEVERLY K. BRIDGES
CITY CLERK

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

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

FM-0044-08-09

Printed with environmentally friendly soy ink.

CASENO 81477 CODEENF **02525-59**

Address: **1605 S 11TH ST**

WEB
539668

Lately I have witnessed someone living in a home that has been vacant for over a year. I saw an older man, who looked about 50-60 years old and about 6'0" - 6'2" tall, go out of the house and across the street to a neighbors house to fill up a 5-gallon jug of water from their hose bibb. He then returned to the home at 1601 S. 11th Street.□□The home does not look like it has any electricity or running water because I always see the doors and windows open during the day when the temp. is 105-110 deg. □□Not sure if they are a resident or if they are squatting. Either way, it can't be safe to live in a house without electricity or water.

Parcel(s)

Parcel:	*Size:*	*Subdivision Name:*
16203612037	0.14 ACRE	HUNTRIDGE SUB TRACT 4

Owner Information:

10-Aug-02	01-Sep-05	FORD TREASURE
		1517 CAYUGA PKWY; LAS VEGAS, NV 89109-3157
01-Sep-05	27-Jul-06	T F LIVING TRUST FORD TREASURE TRS
		1517 CAYUGA PKWY; LAS VEGAS, NV 89109-3157
27-Jul-06		T F LIVING TRUST ETAL
		1703 W SILVER SPRINGS RD; PARK CITY, UT 84098-5975

Inspection Summary

Inspector:	*Status:*		*Scheduled DT:*	*Start Dt:*	*Comp DT:*	*Min:*
984692	Failed		9/2/2009	09/10/2009 11:15	09/10/2009 11:50	35
984692	Passed	Partial	9/11/2009	09/11/2009 10:00	09/11/2009 10:20	20
984692	Failed		9/14/2009	09/11/2009 9:00	09/11/2009 9:25	25
984692	Passed	Partial	9/14/2009	09/15/2009 13:51	09/15/2009 13:54	3
984692	Passed	Partial	9/25/2009	09/28/2009 8:39	09/28/2009 8:54	14
984692	Failed		9/30/2009	09/30/2009 13:53	09/30/2009 13:57	4
984692	Failed		10/7/2009	10/09/2009 13:34	10/09/2009 13:40	7
984692	Passed	Partial	10/15/2009	10/15/2009 10:44	10/15/2009 10:50	6
984692	Failed		10/26/2009	10/26/2009 10:33	10/26/2009 10:36	3
984692	Failed		11/5/2009	11/05/2009 12:07	11/05/2009 12:09	2
960066	Passed		12/4/2009	12/01/2009 14:59	12/01/2009 14:59	0
					Time in Minuets:	119

Violation Details

Violation	*Violation DT:*	*Resolve DT:*	*Location:*
AB-008I	9/2/2009	12/1/2009	Residence
Obtain legal electrical power and obtain all required permits and inspections of power box to obtain electrical power including City Inspections.			
A-NUISVACANT	9/2/2009	12/1/2009	Entire Property
Secure all windows and doors to avoid entry.			
AN-006	9/2/2009	12/1/2009	Entire Property
Cut and remove all high grass and all dead vegetation from all yards including front and rear yards.			
AN-003	9/2/2009	12/1/2009	Entire Property
Remove all boxes, bike parts, trash, wood, plastic jugs, tree and grass clippings, clean and remove all refuse.			

AB-006	9/11/2009		Residence
Board and secure entire property.			
AB-006	9/11/2009	12/1/2009	Property
Board and secure all doors and windows.			

Log

Type:	*Date:*	*Employee:*	*Min:*
VIDPST	12/1/2009 2:58:00 PM	ANTHONY GUARINO	1
21)post video and photos done in cc items file.			
VIDREQ	12/1/2009 7:31:00 AM	LIDIA MCKENZIE	0
lm) per e-mail by #21 - contractor called to advise that project completed; sent request for post-abatement video to #21 along with paperwork.			
VIDREQ	11/23/2009 9:39:00 AM	LIDIA MCKENZIE	0
lm) RECEIVED START DATE FROM AMERICAN DEMO FOR 11/24. REQ. FOR PRE-VIDEO SENT TO #21 W/PAPERWORK & E-MAIL			
BIDA	11/20/2009 1:30:00 PM	LIDIA MCKENZIE	0
lm) received PO #276473 - sent out award ltr to AMERICAN DEMOLITION ($810)			
MISC	11/12/2009 5:17:00 PM	LIDIA MCKENZIE	0
LM) PER #21 - OK TO PROCEED WITH ABATEMENT; SUBMITTED INTO ORACLE & SENT E-MAIL TO D. SMITH FOR APPROVAL. REQ #160645.			
MEET	11/10/2009 7:54:00 AM	ANTHONY GUARINO	0
21)bid approved, refer to office continue abatement			
MISC	11/6/2009 8:47:00 AM	LIDIA MCKENZIE	1
lm) REG & CERT MAIL ADDRESSED TO: T F LIVING TRUST - MIMI McGEE TRS @ 1703 W SILVER SPRINGS RD, PARK CITY, UT 84098- RETURNED: "FORWARD TIME EXP - RTN TO SENDER"			
MISC	10/23/2009 11:19:00 AM	LIDIA MCKENZIE	0
lm) Scanned & mailed 10 Dy before Abatement to: T F LIVING TRUST ET AL - MIMI McGEE TRS @ 1703 W SILVER SPRINGS RD - PARK CITY, UT 84098-5975.			
BIDR	10/19/2009 11:45:00 AM	LIDIA MCKENZIE	0
LM) 1-MERICAN DEMOLITION = $810; 2-LUNAS CONSTRUCTION = $1,089; 3- WEAVER CONSTRUCTION= $2,220;			
BIDS	10/13/2009 2:40:00 PM	LIDIA MCKENZIE	0
lm) REQUEST FOR QUOTES SENT TO ALL CONTRACTORS; DUE 10/19/09			
MISC	10/6/2009 7:00:00 AM	LAURA DEARMOND	0
Ld) RECEIVED CERTIFIED CARD FROM OWNER T F Living Trust ETAL Mimi McGee TRS 5917 THURGOOD AVE LAS VEGAS NV 89122-6166			
RECORD	10/2/2009 2:38:00 PM	JESSICA LARRAMENDY	0
JL) Recorded Nuisance N&O to Comply Regarding Dangerous Building dated September 14, 2009. Recorded in Book: 20091002 Inst: 3195			
LETTER	9/28/2009 7:01:00 AM	LAURA DEARMOND	0
Ld) CERTIFIED & REGULAR LETTERS TO OWNER T F Living Trust ETAL Mimi McGee TRS 1703 W Silver Spring Road Park City, UT 84098-5975 RETURNED FORWARD TIME EXPIRED MCGEE-BEEBE 5917 THURGOOD AVE LAS VEGAS NV 89122-6166			
NOTICE	9/14/2009 1:50:00 PM	LAURA DEARMOND	0
Ld) SENT NUISANCE N&O TO COMPLY REGARDING DANGEROUS BUILDING TO OWNER T F Living Trust ETAL Mimi McGee TRS 1703 W Silver Spring Road Park City, UT 84098-5975			
		Time in minuets:	**2**

APN 162-03-612-037
NOTICE AND CLAIM OF LIEN OF ASSESSMENT
TO: **T F LIVING TRUST ETAL MCGEE MIMI TRS**
Reputed Owner(s) at time of abatement.

Assessor's Parcel No.: **162-03-612-037**
Commonly known as: **1605 South 11th Street**
Legal Description: **HUNTRIDGE SUB TRACT 4**
PLAT BOOK 2 PAGE 55
LOT 22 BLOCK 21

On **November 30, 2009**, as provided in the Title 9, Chapter 9, the City of Las Vegas caused the abatement of a nuisance condition on the following property after due notification.

Pursuant to Municipal Code 9.040.120, civil penalties in the amount of **$32,550.00** were levied against the property as for violation(s) of Municipal Code 9.04.010 for a total charge in the amount of **$32,550.00** assessed against the property.

The Las Vegas City Council, at a duly noticed public hearing held on **May 5, 2010** ordered the above charges in the amount of **$32,550.00**, assessed against the property by means of a Lien of Assessment, such a lien to be duly recorded and certified copies of said lien given to the County Treasurer for collection as ordinary property taxes. Said lien shall also be prior to and superior to all liens, claims, encumbrances and titles, other than liens of assessment and general taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to this lien.

All or any portion of this lien of assessment, which remains unpaid after 30 days from the date of the recording thereof on the assessment roll, shall become delinquent and shall accrue interest at the rate of 7 percent per annum from and after said date. This lien shall continue until the assessment, which forms the subject matter thereof, and all interest due and payable thereon, shall have been paid in full.

_____
BEVERLY K. BRIDGES, MMC, City Clerk
400 Stewart Avenue
Las Vegas, NV 89101 - (702) 229-6311

STATE OF NEVADA)
)
COUNTY OF CLARK)

BEVERLY K. BRIDGES, being duly sworn, deposes and says that she is the person who executed the foregoing instrument on behalf of the City of Las Vegas and that she has read the same and knows the contents thereof, that the matters stated herein are true to her own knowledge, except such matters as are stated to be on information and belief, and as to those matters, she believes them to be true.

_____
BEVERLY K. BRIDGES, MMC, City Clerk

Subscribed and sworn to before me this ____ day of May, 2010

_____
NOTARY PUBLIC, in and for said County and State

WHEN RECORDED, RETURN TO:
CITY OF LAS VEGAS, DEPARTMENT OF NEIGHBORHOOD RESPONSE
400 STEWART AVENUE, LAS VEGAS, NV 89101 Case #81477

City of Las Vegas Agenda Item No.: **64.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MARCH 3, 2010

DEPARTMENT: NEIGHBORHOOD SERVICES
DIRECTOR: STEPHEN K. HARSIN ☐ **Consent** ☒ **Discussion**

SUBJECT:
Public Hearing to consider the report of expenses to recover costs for nuisance abatement regarding dangerous building located at 1605 South 11th Street in the amount of $3,305.50 (General Fund) and assess a maximum of $32,550 in daily civil penalties. PROPERTY OWNER: T F LIVING TRUST ETAL MCGEE MIMI TRS - Ward 3 (Reese)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $3,305.50
Funding Source: General Fund
Dept./Division: Neighborhood Services/Response

PURPOSE/BACKGROUND:
The condition of the property was a public hazard and an attractive nuisance. The Department of Neighborhood Services declared the property in violation and started legal notification. When no corrective action was taken nor an appeal filed the Department of Neighborhood Services hired American Demolition to board all open doors, windows, openings, remove all trash and high, dead vegetation. To date, there have been eleven (11) inspections conducted at this location. The estimated value of the property based on Zillow.com is $118,000.

RECOMMENDATION:
That the City Council: Approve the report of expenses to include $810 invoice for American Demolition services in addition to other fees assessed for a total of $3,305.50 and consider assessing a maximum of $32,550 in daily civil penalties.

BACKUP DOCUMENTATION:
1. Agenda Memo
2. Location Maps
3. Report of Expenses
4. Contractor Disclosure
5. Notice of Public Hearing
6. Chronological List of Events
7. Copy of the Notice and Claim of Lien

Motion made by GARY REESE to Approve an assessment of $3,305.50 and waive the civil penalties; assessment fees and demolition to be resolved by April 1, 2010

Passed For: 7; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 0
RICKI Y. BARLOW, LOIS TARKANIAN, STEVE WOLFSON, OSCAR B. GOODMAN, GARY REESE, STEVEN D. ROSS, STAVROS S. ANTHONY; (Against-None); (Abstain-None); (Did Not Vote-None); (Excused-None)

CITY COUNCIL MEETING OF: MARCH 3, 2010

Minutes:
MAYOR GOODMAN declared the Public Hearing open.

DEVIN SMITH, Manager of Neighborhood Response, read the Purpose/Background and Recommendation Sections. Regarding the water heater on site, MR. SMITH advised COUNCILMAN REESE that staff would have to inspect it to ensure it is legal.

A videotape was shown but a copy was not submitted for the record.

MIMI McGEE, co-owner, explained that this is a family-owned property. Unfortunately, the previous tenants destroyed the property, which is currently uninhabitable. She has been out of town but owns a local construction company that has boarded up the property six times to no avail. Due to economical hardships, she would like to demolish the property and committed to doing so by April 1, 2010.

COUNCILMAN REESE accepted MS. McGEE'S word and opted to waive the daily civil penalties. He decided upon recouping the abatement costs along with demolition taking place by April 1, 2010. MS. McGEE accepted the Council's decision.

After the vote, MR. SMITH addressed COUNCILMAN WOLFSON'S query regarding ensuring notices are received by out-of-state property owners. MR. SMITH explained that in this case, there are multiple property owners. One of the partners within the trust signed for some of the notices. In addition, staff and the Las Vegas Metropolitan Police Department have been in communication with the property owner, so staff believed the lack of communication existed between the property owners.

MAYOR GOODMAN declared the Public Hearing closed.

City of Las Vegas Agenda Item No.: **78.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 5, 2010

DEPARTMENT: NEIGHBORHOOD SERVICES
DIRECTOR: STEPHEN K. HARSIN ☐ **Consent** ☒ **Discussion**

SUBJECT:
ABEYANCE ITEM - Public Hearing to consider a request for a waiver and/or reduction of fees and/or daily civil penalties for the property located at 1389 Lawry Avenue in the amount up to $180,796.17. PROPERTY OWNERS: NEW CENTURY HOME EQUITY LOAN TR - Ward 5 (Barlow)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Today's hearing is a request from Don Grisley of DRG Properties, and Tina and Jeremy Kitchens, potential buyers, to consider a request for a waiver and/or reduction of fees imposed on the parcel at the City Council meeting(s) on February 6, 2008 and November 19, 2008. The case was generated on September 6, 2007. There were two abatements conducted on this property - one on November 19, 2007 and the second on September 9, 2008. The liens were recorded at Clark County recorder's office on February 22, 2008 and December 8, 2008. Neighborhood Services received a Request for Waiver and/or Reduction of Civil Penalties Applications dated October 22, 2009 and December 8, 2009 on behalf of the owner, New Century Home Equity Loan, requesting the civil penalties be waived.

RECOMMENDATION:
No Recommendation.

BACKUP DOCUMENTATION:
1. Agenda Memo
2. Request for Waiver and Reduction Application
3. Location Maps
4. Spreadsheet of Charges Accrued
5. Hearing Notification Letter
6. Notice of Public Hearing
7. Rescheduled Hearing Notification

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: May 5, 2010
DEPARTMENT: Neighborhood Services
ITEM DESCRIPTION: ABEYANCE ITEM - Public Hearing to consider a request for a waiver and/or reduction of fees and/or daily civil penalties for the property located at 1389 Lawry Avenue in the amount up to $$180,796.17. PROPERTY OWNERS: NEW CENTURY HOME EQUITY LOAN TR - Ward 5 (Barlow)

Today's hearing is a request from Don Grisley of DRG Properties, and Tina and Jeremy Kitchens, potential buyer, to consider a request for a waiver and/or reduction of fees imposed on the parcel at the City Council meeting(s) on February 6, 2008 and November 19, 2008. The case was generated on September 6, 2007. There were two abatements conducted on this property one on November 19, 2007 and the second on September 9, 2008. The liens were recorded at Clark County recorder's office on February 22, 2008 and December 8, 2008. Neighborhood Services received a Request for Waiver and/or Reduction of Civil Penalties Applications dated October 22, 2009 and December 8, 2009 on behalf of the owner, New Century Home Equity Loan, requesting the civil penalties be waived.

Fees associated with the two abatements and inspections total $7,746.17 (minus the $173,050.00 in daily civil penalties assessed). To date, no payments have been made. Total owed on the case with civil penalties $7,746.17 (w/interest).

12/8/09

Request for a Waiver and/or Reduction of Civil Penalties

Application

SUBMIT APPLICATION TO:
City of Las Vegas / Neighborhood Services Department
Attn: Stephen Harsin, Director
400 Stewart Avenue - 2nd Floor
Las Vegas, NV 89101-2986
Voice: 702-229-2317 -- Fax: 702-229-1033

Please type and/or print
Submit only one signed original

Date of Application: _____

Location and/or address of subject property:

Nearest major intersection: LAKE MEAD / MLK

Street Address: 1389 LAURY AVE

Parcel Number: 139-21-610-075

Applicant's Address/Contact Information:

Name: DON GRISLEY
(please check the following the applies)
☐ Owner ☐ Purchaser ☒ Agent ☐ Other *(explain)*_____
Street Address/PO Box: 5440 W SAHARA 3RD FLOOR
City: LAS VEGAS State: NV Zip Code: 89146
Phone No: 702-222-1991 E-mail: don@dgproperties llc.com Fax No: 702-943-3302

Property Owner's Address/Contact Information: (if different from applicant):

Name: BANK DEUTSCHE C/O CARRINGTON MORTGAGE SERVICES
Street Address/PO Box: 1610 E. ST ANDREWS STREET
City: SANTA ANA State: CA Zip Code: 92705
Phone No: 949-517-7000 E-mail:_____ Fax No:_____

Amount of City of Las Vegas Lien on the Property: $ 181,119.13

Amount requested to be considered for waiving and/or reduced? $ 181,119.13

Signature of Applicant: _____ Date:_____

Signature of Owner: _____ Date:_____

For Office Use Only:
Council Ward:_____; Case/File Number:_____; Council Action date of Lien:_____

Describe why the applicant is requesting a waiver/reduction:
(You may attach additional sheets if needed.)

THE BANK INTENTION IS TO TRANSFER AND SELL PROPERTY TO A PRIVATE OWNER THAT WILL REHAB THE HOME AND FOLLOW THE GUIDELINES SET FORTH BY THE CITY ON THE PROPERTY.

Describe the existing condition/situation of the subject property:
(You may attach additional sheets if needed.)

THE SUBJECT PROPERTY IS CURRENTLY NOT IN A LIVABLE SITUATION. THE WINDOWS AND DOORS ARE BOARDED UP, THERE ARE NO UTILITIES AVAILABLE TO PROPERTY DUE TO CONDITION. THERE IS NO KITCHEN, NO CABINETS, SINKS, MISSING PLUMBING, AND BATHROOM IS NOT OPERABLE. THE ROOF OF STRUCTURE NEEDS REPAIRS ALSO.

Describe the immediate plans for the property, including any planned improvements: *(You may attach additional sheets if needed.)*

THE BANK HAS NO PLANS ON DOING ANY IMPROVEMENTS TO THE PROPERTY. THIS IS REFLECTED IN THE SELLING PRICE OF ONLY $7,000.00 TO PURCHASE THE HOME. THE POTENTIAL NEW OWNER WOULD HAVE THE RESPONSIBILITY OF IMPROVEMENTS.

Tasha I. Downton

From: Tony@drgpropertiesllc.com
Sent: Tuesday, December 08, 2009 4:03 PM
To: Laura deArmond; Devin Smith
Cc: Don@drgpropertiesllc.com; Tasha I. Downton
Subject: FW: 1389 Lawry
Attachments: signed lien reduction waiver.pdf

To whom it may concern: Attached, the request for lien reduction for the property at 1389 Lawry Ave (APN#). Please advise of the next step, my contact info is listed below. Thank you, Tony Ypil REO Manager, Realtor Signature Estates Realty LLC/DRG Properties LLC Office (702) 871-2481 Cell (702) 858-1228 Fax (702) 943-3302 Email - From: Tasha I. Downton [tdownton@LasVegasNevada.GOV]
Sent: Thursday, November 19, 2009 3:19 PM
To: Tony@drgpropertiesllc.com
Subject: 1389 Lawry

Per our conversation on Thursday, November 19, attached is a waiver/reduction application for: 1389 Lawry. Please complete the application and return it to: or or fax to: 702-382-4341. Upon review of your request, you will be notified by letter of the next available City Council Meeting your item will be scheduled to be heard. The property owner, applicant and/or representative will be required to make a formal presentation as to why the fees should be waiver or reduced. Just so you know, an application was received on this property previously on October 22, 2009 by a potential purchaser.

In preparation of your presentation, you can get an idea of what occurs at a Council meeting by visiting www.lasvegasnevada.gov, go to "I want to…watch" (part of the drop down menu); then click on "City Meetings," and you will be able to select "City Council agenda/summary" for any City Council meeting. Code abatement cases are the first items under Discussion/Action towards the beginning of the agenda. You may want to click on the November 19, 2008 City Council meeting (item #37), to view the City Council meeting that led to assessing the lien on this property located at 1389 Lawry.

Please be advised that the abatement costs are the responsibility of the property owner. All checks and/or payments should be payable to the City of Las Vegas and can be submitted directly to the Finance Department. Please reference address when submitting payment.

If you have additional questions or comments, please contact Devin Smith at 229-4888. Thank you.

<<Request for a Waiver of Civil Penalities Application FINAL DRAFT 4-15-09.doc>>

Tasha I. Downton - Office Specialist II

Neighborhood Services/Response Division

416 N. 7th Street

Las Vegas, NV 89101-2986

702-229-6615 Citizen Hotline

702-382-4341 Fax

5751

Request for a Waiver and/or Reduction of Civil Penalties

NEIGHBORHOOD RESPONSE
2009 OCT 28 P 2:29

Application

Submit APPLICATION to:

City of Las Vegas / Neighborhood Services Department

Attn: Stephen Harsin, Director

400 Stewart Avenue - 2nd Floor

Las Vegas, NV 89101-2986

Voice: 702-229-2317 -- Fax: 702-229-1033

Please type and/or print

Submit only one signed original

Date of Application: 10/22/9

Location and/or address of subject property:

Nearest major intersection: MLK & LAKE MEAD

Street Address: 1389 LAWRY

Parcel Number: 139-21-610-075

Applicant's Address/Contact Information:

Name: TINA KITCHENS/JEREMY KITCHENS

(please check the following the applies)

□ Owner ☒ Purchaser □ Agent □ Other *(explain)*_____

Street Address/PO Box: 10004 CRAGGED DRAW ST

City: N. Las VEGAS State: NV Zip Code: 89031

Phone No: 702 673 7976 E-mail: TKITCHENS1970@ Fax No: 702 673 7800 GMAIL.COM

Property Owner's Address/Contact Information: (if different from applicant):

Name: NEW CENTURY / DEUTSCHE

Street Address/PO Box: 1610 E St ANDREWS St

City: SANTA ANA State: CA Zip Code: 92705-4931

Phone No: _____ E-mail: _____ Fax No: _____

Amount of City of Las Vegas Lien on the Property: $ 173,050.00

Amount requested to be considered for waiving and/or reduced? $ ALL

Signature of Applicant: Tina Kitchens Date: 10/22/9

Signature of Owner: _____ Date: _____

For Office Use Only:

Council Ward: _____; Case/File Number: _____; Council Action date of Lien: _____

Describe why the applicant is requesting a waiver/reduction:

(You may attach additional sheets if needed.)

I AM TRYING TO PURCHASE THIS HOME AND RETURN it to its ORIGINAL state. THE FINE OF $ 173,050.00 makes THIS impossible to do this, The highest this HOUSE has ever SOLD FOR was only $ 153,658.00. My goal is to Rehab the house AND make it a low INCOME Rental. With this FINE the house is UNBuyable.

Describe the existing condition/situation of the subject property:

(You may attach additional sheets if needed.)

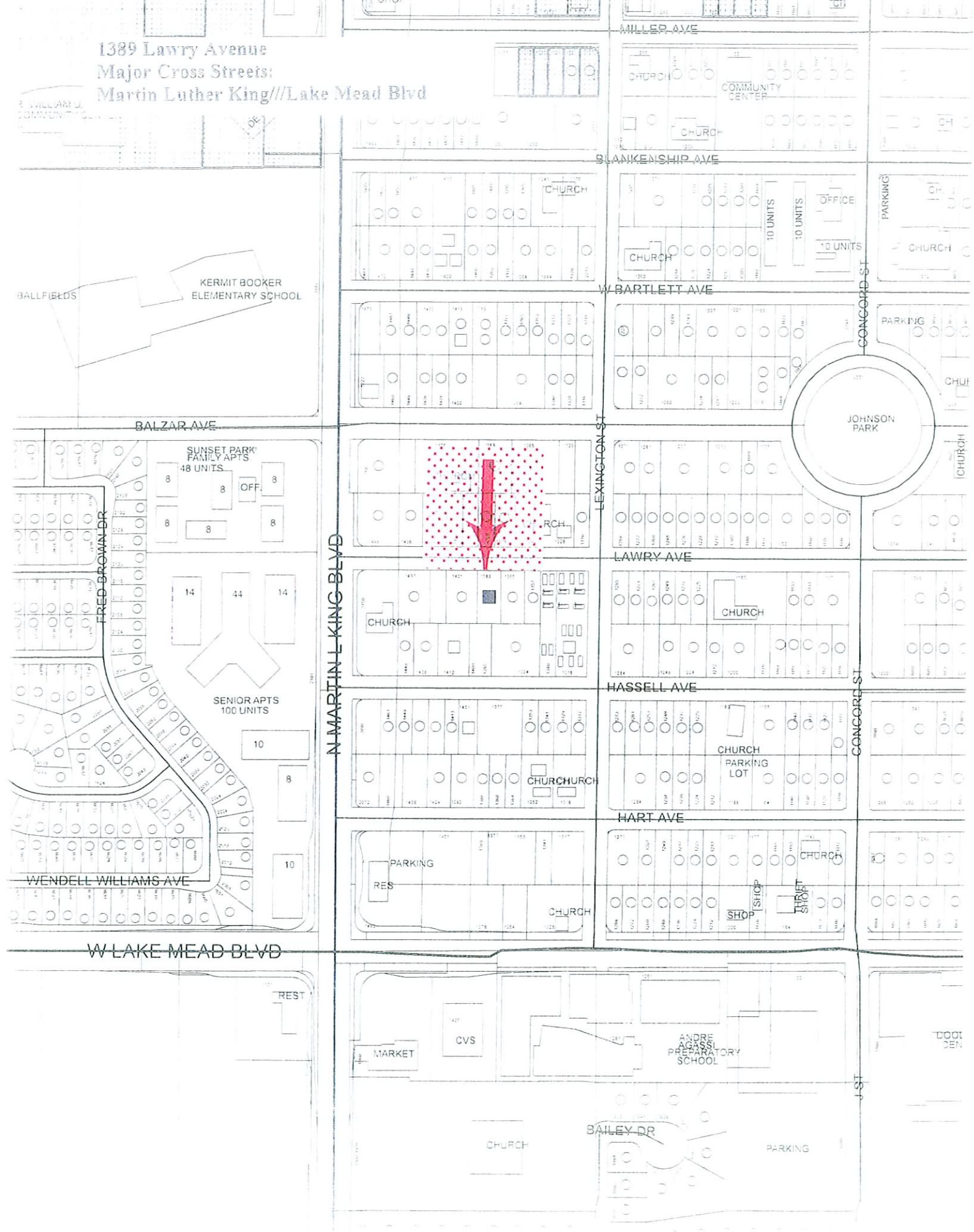
The LOT Needs to be cleaned WINDOWS are boarded up. Multiple types of FENCING that Needs help. The INTERIOR of the house is just AS BAD.

Describe the immediate plans for the property, including any planned improvements: *(You may attach additional sheets if needed.)*

Starting with an exterior make over, the FENCES will be redone. We will put NEW ROOF blinds up, patch all stucco holes and Repaint ALONG with NEW Landscaping. As FOR the INTERIOR, all Drywall will be Removed and ENTIRE house will be INSPECTED FOR ANY MAJOR damage at THAT POINT. Then everything will be Replaced WINDOWS, drywall, FLOORING, cabinets and appliances. This house will be close to brand NEW and Ready to be a long term Low INCOME Rental.

1389 Lawry Avenue
Major Cross Streets:
Martin Luther King///Lake Mead Blvd

1389 Lawry Avenue
Major Cross Streets:
Martin Luther King///Lake Mead Blvd



Spreadsheet of Charges Accrued – 1389 Lawry Ave

Ten (10) inspections with four (4) failed inspections.

Inspections	Date	Fees	Late Fee	Penalties per failed inspection	Notes/Comments
1st inspection	9/5/07	N/C	N/C	N/C	Initial assessment
2nd Inspection	9/14/07	N/C	N/C	N/C	Partial Pass*
3rd inspection	10/3/07	$120.00	$12.00		Failed
4th 'inspection	10/24/07	$180.00	$18.00	$150.00	Failed
5th inspection	11/5/07	$180.00	$18.00	$300.00	Failed
6th inspection	1/23/08	N/C	N/C	N/C	Partial Pass*
7th inspection	06/30/08	N/C	N/C	N/C	Partial Pass*
8th inspection	7/22/08	$180.00	$18.00	$500.00	Failed
9th inspection	11/6/08	N/C	N/C	N/C	Partial Pass*
10th inspection	12/10/08	N/C	N/C	N/C	Passed
Sub-Total		**$660.00**	**$66.00**	**$950.00**	**$1,676.00**
Payments		$0.00	$0.00	$0.00	
Balance		**$660.00**	**$66.00**	**$950.00**	**$1,676.00**

** a partial pass recognizes that the property owner was making some progress with correcting the violations.*

First Abatement: Council Action on February 6, 2008

Contractor expenses: C H Construction	$2,299.00
15% Administrative Fee	$344.85
Boarded Building Certificate	$325.00
Sub-Total	**$2,968.85**
Payments	$0.00
Balance	**$2,968.85**

Second Abatement: Council Action on November 19, 2008

Contractor expenses: Levelex, Inc	$2,515.00
15% Administrative Fee	$377.25
Sub-Total	**$2,892.25**
Payments	$0.00
Balance	**$2,892.25**

Items in Yellow – ***PAID -$ 0.00***

Financial Breakdown:

First Abatement	$2,968.85
Second Abatement	$2,892.25
Inspection Fees	$660.00
Late Fees	$66.00
Failed Inspection Penalties	$950.00
Daily Civil Penalty	$173,050.00
TOTAL	**$180,587.10**
Interest:	$209.07
Outstanding Balance	**$180,796.17**

LAS VEGAS CITY COUNCIL

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GARY REESE
(MAYOR PRO-TEM)
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STEVEN D. ROSS
RICKI Y. BARLOW
STAVROS S. ANTHONY

CITY MANAGER
ELIZABETH N. FRETWELL

April 29, 2010

Certified/Regular Mail
Return Receipt Requested

New Century Home Equity Loan TR
Bank Deutsche National TR CO TRS
610 E. St. Andrews St
Santa Ana, CA 92705-4931

RE: 1389 Lawry Ave

Dear Property Owner/Representative:

At the City Council meeting(s) held on February 6, 2008 Agenda Item #43 and November 19, 2009 Agenda Item #37 was approved for liens in the amount of $39946.85 and 176,640.25 excluding interest in the amount of $209.07 (including daily civil penalties in the amount of $173,000). The hearing scheduled on April 21, 2010 will be a hearing to consider a request for a waiver and/or reduction of fees.

Please be advised you will be required to make a formal presentation before City Council stating your case.

If you have any questions concerning this procedure, please contact the Neighborhood Response Division located in the Department of Neighborhood Services, by telephoning (702)229-6615.

Sincerely,

Devin Smith, Manager
Neighborhood Response Division
Department of Neighborhood Services

DSS:tid

cc: DRG Properties, Don Grisley, 5440 W. Sahara Ave, 3rd floor, Las Vegas, NV 89146
Tina and Jeremy Kitchens, 6004 Cragged Draw St, N. Las Vegas, NV 89031

NEIGHBORHOOD SERVICES DEPARTMENT

DIRECTOR
STEPHEN K. HARSIN, AICP

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

VOICE 702.229.2330
FAX 702.382-3901
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ELIZABETH N. FRETWELL
CITY MANAGER

NOTICE OF PUBLIC HEARING

APRIL 21, 2010

Pursuant to Las Vegas Municipal Code for the Abatement of Dangerous Buildings/Nuisance Code and/or Housing Code, NOTICE IS HEREBY GIVEN THAT ON **WEDNESDAY, APRIL 21, 2010,** at the hour of **1:00 P.M.** in the City Council Chambers, 400 Stewart Avenue, Las Vegas, Nevada, the City Council will consider the REPORT OF EXPENSES submitted by the Director of Neighborhood Services for:

> Abatement of the violations on the property located at **1368 PYRAMID DRIVE – Case #70352.** The Director of Neighborhood Services certifies that the sum of **$6,200.02** was expended and Civil Penalties in the sum of **$207,050.00** may be imposed for a total of **$213,250.02.** Owner of record at time of abatement: **WILLIE B JAQUESS – WARD 5 (BARLOW)**

If the City Council is satisfied with the report, it may order a lien of assessment recorded against the property. Any person affected by the proposed charge may file a written protest with the City Clerk any time prior to the hearing. Each protest must contain a description of the property and the grounds for the protest.

BEVERLY K. BRIDGES
CITY CLERK

CITY OF LAS VEGAS
400 STEWART AVENUE
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ELIZABETH N. FRETWELL
CITY MANAGER

NOTICE OF PUBLIC HEARING

APRIL 21, 2010

Pursuant to Las Vegas Municipal Code for the Abatement of Dangerous Buildings/Nuisance Code and/or Housing Code, NOTICE IS HEREBY GIVEN THAT ON **WEDNESDAY, APRIL 21, 2010,** at the hour of **1:00 P.M.** in the City Council Chambers, 400 Stewart Avenue, Las Vegas, Nevada, the City Council will consider the REPORT OF EXPENSES submitted by the Director of Neighborhood Services for:

> Abatement of the violations on the property located at **2200 SANTA PAULA DRIVE – Case #79368.** The Director of Neighborhood Services certifies that the sum of **$5,091.35** was expended and Civil Penalties in the sum of **$36,550.00** may be imposed for a total of **$41,641.35.** Owner of record at time of abatement: **GMAC MORTGAGE LLC – WARD 3 (REESE)**

If the City Council is satisfied with the report, it may order a lien of assessment recorded against the property. Any person affected by the proposed charge may file a written protest with the City Clerk any time prior to the hearing. Each protest must contain a description of the property and the grounds for the protest.

BEVERLY K. BRIDGES
CITY CLERK

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CITY MANAGER

NOTICE OF PUBLIC HEARING

APRIL 21, 2010

Pursuant to Las Vegas Municipal Code for the Abatement of Dangerous Buildings/Nuisance Code and/or Housing Code, NOTICE IS HEREBY GIVEN THAT ON **WEDNESDAY, APRIL 21, 2010,** at the hour of **1:00 P.M.** in the City Council Chambers, 400 Stewart Avenue, Las Vegas, Nevada, the City Council will consider the REPORT OF EXPENSES submitted by the Director of Neighborhood Services for:

> Abatement of the violations on the property located at **1400 PYRAMID DRIVE – Case #70353.** The Director of Neighborhood Services certifies that the sum of **$9,144.19** was expended and Civil Penalties in the sum of **$211,050.00** may be imposed for a total of **$220,194.19.** Owner of record at time of abatement: **WILLIE B JAQUESS – WARD 5 (BARLOW)**

If the City Council is satisfied with the report, it may order a lien of assessment recorded against the property. Any person affected by the proposed charge may file a written protest with the City Clerk any time prior to the hearing. Each protest must contain a description of the property and the grounds for the protest.

BEVERLY K. BRIDGES
CITY CLERK

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ELIZABETH N. FRETWELL
CITY MANAGER

NOTICE OF PUBLIC HEARING

APRIL 21, 2010

Pursuant to Las Vegas Municipal Code for the Abatement of Dangerous Buildings/Nuisance Code and/or Housing Code, NOTICE IS HEREBY GIVEN THAT ON **WEDNESDAY, APRIL 21, 2010,** at the hour of **1:00 P.M.** in the City Council Chambers, 400 Stewart Avenue, Las Vegas, Nevada, the City Council will consider the REPORT OF EXPENSES submitted by the Director of Neighborhood Services for:

> Abatement of the violations on the property located at **397 N 16th STREET – Case #83329.** The Director of Neighborhood Services certifies that the sum of **$2,949.00** was expended and Civil Penalties in the sum of **$37,050.00** may be imposed for a total of **$39,999.00.** Owner of record at time of abatement: **WILLIE B JAQUESS – WARD 5 (BARLOW)**

If the City Council is satisfied with the report, it may order a lien of assessment recorded against the property. Any person affected by the proposed charge may file a written protest with the City Clerk any time prior to the hearing. Each protest must contain a description of the property and the grounds for the protest.

BEVERLY K. BRIDGES
CITY CLERK

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

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LAS VEGAS CITY COUNCIL

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STAVROS S. ANTHONY

ELIZABETH N. FRETWELL
CITY MANAGER

NOTICE OF PUBLIC HEARING

APRIL 21, 2010

Pursuant to Las Vegas Municipal Code for the Abatement of Dangerous Buildings/Nuisance Code and/or Housing Code, NOTICE IS HEREBY GIVEN THAT ON **WEDNESDAY, APRIL 21, 2010,** at the hour of **1:00 P.M.** in the City Council Chambers, 400 Stewart Avenue, Las Vegas, Nevada, the City Council will consider the REPORT OF EXPENSES submitted by the Director of Neighborhood Services for:

> Waiver and/or reduction of abatement costs, daily civil penalties and accrued interest for the violations on the property located at **1389 LAWRY AVENUE – Case #57571**. The Director of Neighborhood Services certifies that abatement costs, daily civil penalties and accrued interest in the total sum of **$180,796.17** were imposed. Owner of record: **NEW CENTURY HOME EQUITY LOAN TR – WARD 5 (BARLOW)**

If the City Council is satisfied with the report, it may release the lien of assessment recorded against the property. Any person affected by the proposed charge may file a written protest with the City Clerk any time prior to the hearing. Each protest must contain a description of the property and the grounds for the protest.

BEVERLY K. BRIDGES
CITY CLERK

CITY OF LAS VEGAS
400 STEWART AVENUE
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LAS VEGAS CITY COUNCIL

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CITY MANAGER
ELIZABETH N. FRETWELL

NEIGHBORHOOD
SERVICES DEPARTMENT

DIRECTOR
STEPHEN K. HARSIN, AICP

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

VOICE 702.229.2330
FAX 702.382-3901
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www.lasvegasnevada.gov

April 29, 2010

Certified/Regular Mail
Return Receipt Requested

New Century Home Equity Loan TR
Bank Deutsche National TR CO TRS
610 E. St. Andrews St
Santa Ana, CA 92705-4931

RE: Notice of Abeyance - 1389 Lawry Ave

Dear Property Owner/Representative:

At the City Council meeting(s) held on April 21, 2010 Agenda Item #77 was held in abeyance and is now scheduled to be heard on May 5, 2010.

If you have any questions concerning this procedure, please contact the Neighborhood Response Division located in the Department of Neighborhood Services, by telephoning (702)229-6615.

Sincerely,

Devin Smith, Manager
Neighborhood Response Division
Department of Neighborhood Services

DSS:tid

cc: DRG Properties, Don Grisley, 5440 W. Sahara Ave, 3rd floor, Las Vegas, NV 89146
Tina and Jeremy Kitchens, 6004 Cragged Draw St, N. Las Vegas, NV 89031

City of Las Vegas Agenda Item No.: **79.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 5, 2010

DEPARTMENT: NEIGHBORHOOD SERVICES
DIRECTOR: STEPHEN K. HARSIN ☐ **Consent** ☒ **Discussion**

SUBJECT:
Public hearing and possible action to consider a request for a waiver and/or reduction of fees and/or daily civil penalties for the property located at 222 West Van Buren Avenue in the amount up to $37,767.88. PROPERTY OWNERS: DEUTSCHE NATIONAL BANK TR CO TRS - Ward 5 (Barlow)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Today's hearing is a request from Carrington Mortgage Services to consider a request for a waiver and/or reduction of fees imposed on the parcel at the City Council meeting on April 1, 2009 in the amount of $37,767.88. The case was generated on June 16, 2008. There was an abatement conducted on this property on October 10, 2008. The lien was recorded at Clark County recorder's office on April 23, 2009. Neighborhood Services received a Request for Waiver and/or Reduction of Civil Penalties Application dated February 5, 2010 from Carrington Mortgage Services requesting the civil penalties be waived.

RECOMMENDATION:
No Recommendation.

BACKUP DOCUMENTATION:
1. Agenda Memo
2. Request for Waiver and Reduction Application
3. Location Maps
4. Notice of Public Hearing
5. Spreadsheet of Charges Accrued
6. Hearing Notification Letter

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: May 5, 2010
DEPARTMENT: Neighborhood Services
ITEM DESCRIPTION: Public hearing and possible action to consider a request for a waiver and/or reduction of fees and/or daily civil penalties for the property located at 222 West Van Buren Avenue in the amount up to $37,767.88.
PROPERTY OWNERS: DEUTSCHE NATIONAL BANK TR CO TRS - Ward 5 (Barlow)

Today's hearing is a request from Carrington Mortgage Services to consider a request for a waiver and/or reduction of fees imposed on the parcel at the City Council meeting on April 1, 2009 in the amount of $37,767.88. The case was generated on June 16, 2008. There was an abatement conducted on this property on October 10, 2008. The lien was recorded at Clark County recorder's office on April 23, 2009. Neighborhood Services received a Request for Waiver and/or Reduction of Civil Penalties Application dated February 5, 2010 from Carrington Mortgage Services requesting the civil penalties be waived.

Fees associated with the abatements and inspections total $3,717.88. To date, no payments have been made. Total owed on the case with civil penalties $37,767.88.

Request for a Waiver and/or Reduction of Civil Penalties
Application

SUBMIT APPLICATION TO:
City of Las Vegas / Neighborhood Services Department
Attn: Stephen Harsin, Director
400 Stewart Avenue - 2nd Floor
Las Vegas, NV 89101-2966
Voice: 702-229-2317 -- Fax: 702-229-1033

Please type and/or print
Submit only one signed original

Date of Application: 2/5/10

Location and/or address of subject property:

Nearest major intersection: Lake Mead and Van Buren

Street Address: 222 West Van Buren Ave, Las Vegas, NV 89106

Parcel Number: 139-27-111-021

Applicant's Address/Contact Information:
Name: Carrington Mortgage Services
(please check the following the applies)
☒ Owner ☐ Purchaser ☐ Agent ☐ Other *(explain)*
Street Address/PO Box: 1610 E. Saint Andrews Pl., Ste. B150
City: Santa Ana State: CA Zip Code: 92705
Phone No: 949-517-7000 E-mail: Fax No: 949-634-9737
* Obtained through foreclosure sale dated 11/20/09.

Property Owner's Address/Contact Information: (if different from applicant):
Name: CARRINGTON MORTGAGE SERVICE
Street Address/PO Box: 1610 E. St Andrews Place
City: SANTA ANA State: CA Zip Code: 92705
Phone No: 949-517-5630 E-mail: brenda.maldonado@carringtonms.com Fax No:

Amount of City of Las Vegas Lien on the Property: $ 39,761.89

Amount requested to be considered for waiving and/or reduced? $ 34,050.00

Signature of Applicant: Brenda Maldonado Date: 2-11-10

Signature of Owner: CARRINGTON MORTGAGE SERVICE Date: 2-11-10
LOAN MANAGER I

For Office Use Only:
Council Ward: ___ ; Case/File Number: ___ ; Council Action date of Lien: ___

cancelled 4/1/09

Describe why the applicant is requesting a waiver/reduction:
(You may attach additional sheets if needed.)

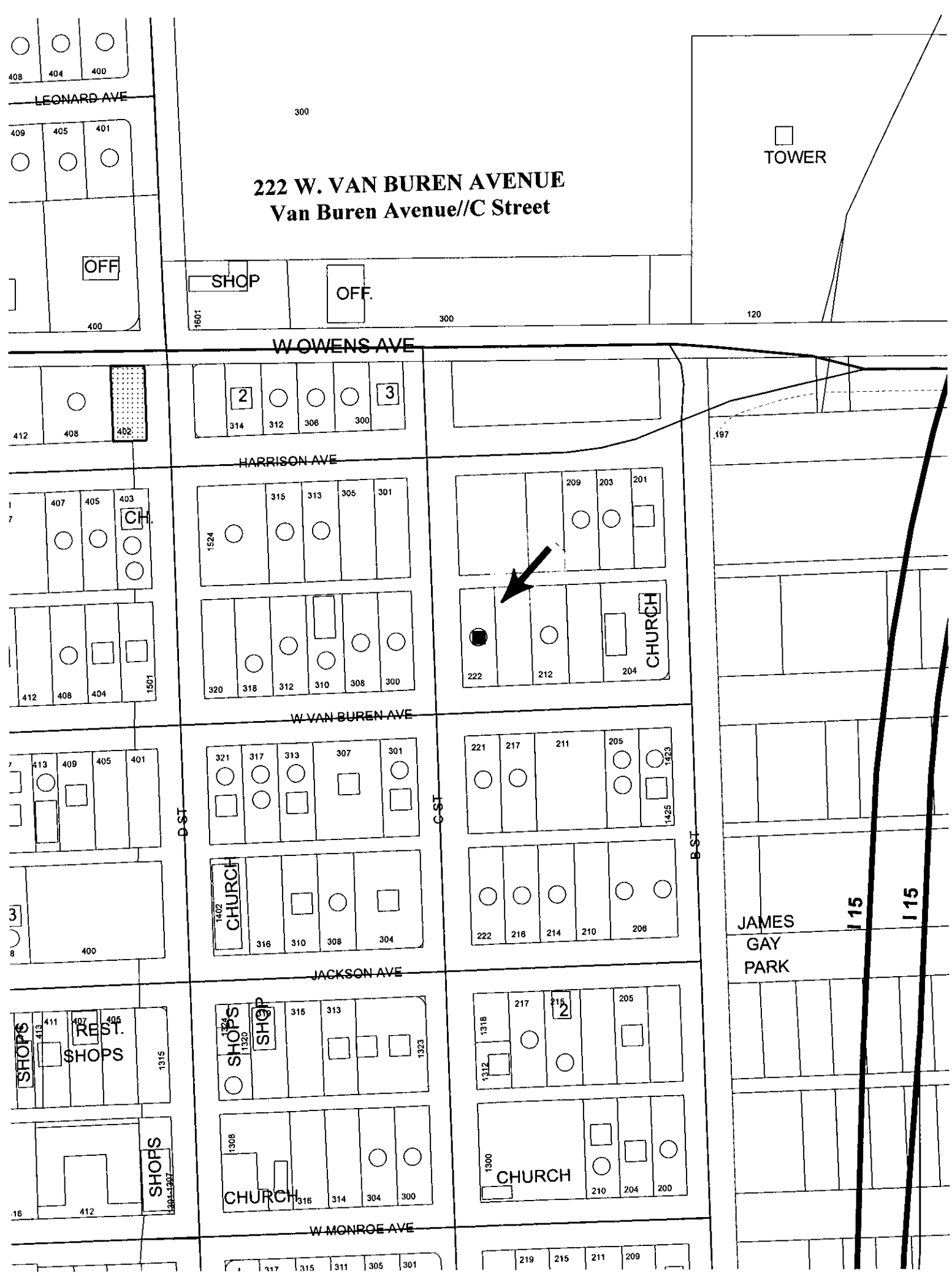
FORECLOSURE OCCURED 11/30/09
FINES WERE ASSESSED PRIOR TO FORECLOSURE AND SHOULD BE THE RESPOSIBILITY OF THE PREVIOUS OWNER

Describe the existing condition/situation of the subject property:
(You may attach additional sheets if needed.)

UNINHABITABLE. PROPERTY HAS BEEN VANDALIZED REPEATEDLY. DAMAGES EXCEED THE VALUE OF THE PROPERTY

Describe the immediate plans for the property, including any planned improvements: *(You may attach additional sheets if needed.)*

NONE. PROPERTY SHOULD REMAIN CHAINED & BOARDED. IF PROPERTY IS MADE ACCESSIBLE IT WILL BE VICTIM TO FURTHER VANDALISM AND SQUATTERS.
PROPERTY WILL BE LISTED FOR SALE AND WE WILL AGGRESSIVELY MARKET THE PROPERTY


222 W. VAN BUREN AVENUE
Van Buren Avenue//C Street
TOWER
LEONARD AVE
W OWENS AVE
HARRISON AVE
W VAN BUREN AVE
JACKSON AVE
W MONROE AVE
B ST
C ST
D ST
I 15
JAMES GAY PARK
CHURCH
SHOPS
REST.
OFF
OFF.
SHOP
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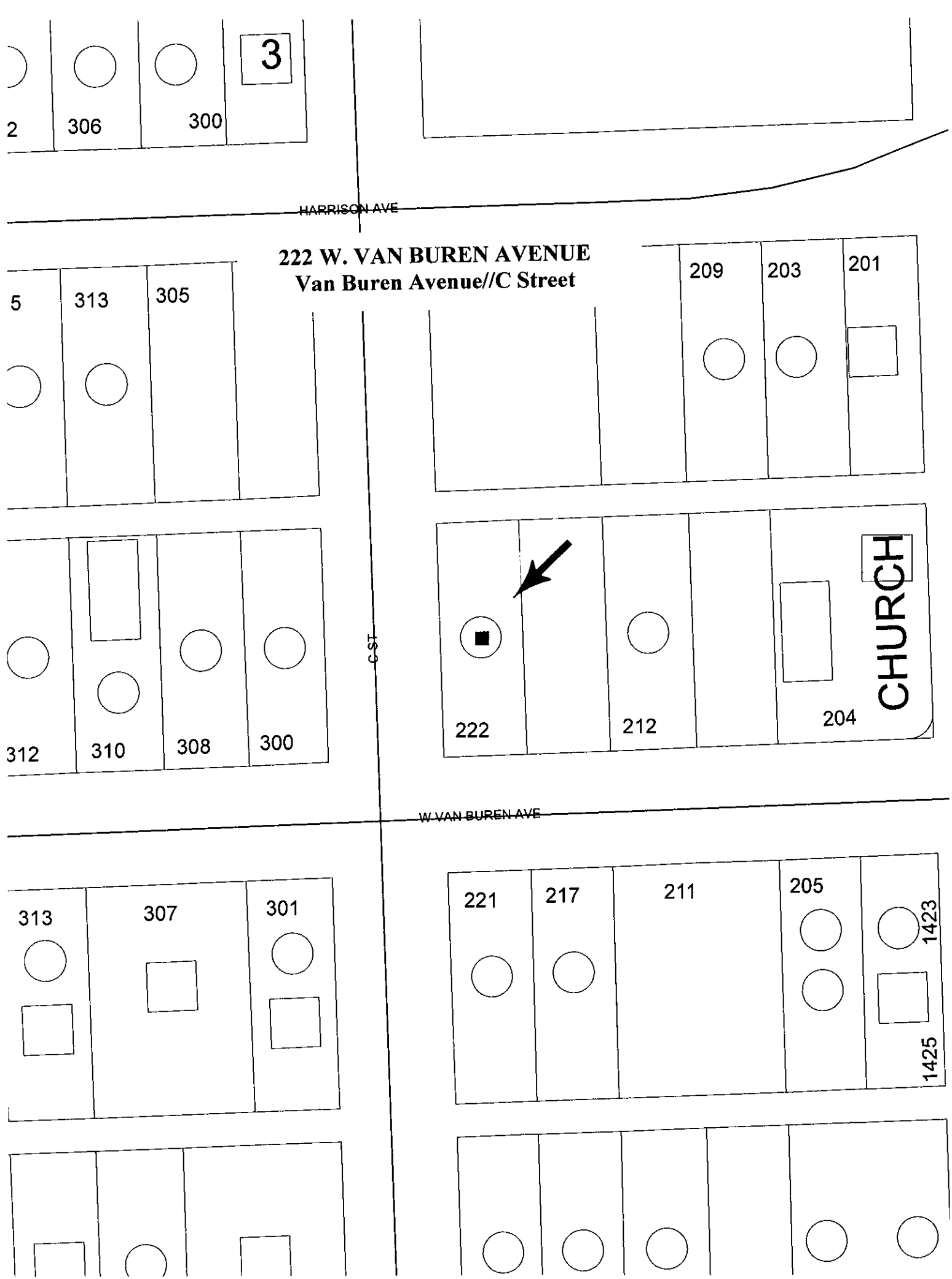
222 W. VAN BUREN AVENUE
Van Buren Avenue//C Street
HARRISON AVE
W VAN BUREN AVE
C ST
CHURCH
2
306
300
3
5
313
305
209
203
201
312
310
308
300
222
212
204
313
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221
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211
205
1423
1425

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ELIZABETH N. FRETWELL
CITY MANAGER

NOTICE OF PUBLIC HEARING

MAY 5, 2010

Pursuant to Las Vegas Municipal Code for the Abatement of Dangerous Buildings/Nuisance Code and/or Housing Code, NOTICE IS HEREBY GIVEN THAT ON **WEDNESDAY, MAY 5, 2010,** at the hour of **1:00 P.M.** in the City Council Chambers, 400 Stewart Avenue, Las Vegas, Nevada, the City Council will consider the REPORT OF EXPENSES submitted by the Director of Neighborhood Services for:

> Waiver and/or reduction of abatement costs, daily civil penalties and accrued interest for the violations on the property located at **222 WEST VAN BUREN AVENUE – Case #66650**. The Director of Neighborhood Services certifies that abatement costs, daily civil penalties and accrued interest in the total sum of **$37,767.88** were imposed. Owner of record: **DEUTSCHE NATIONAL BANK TR CO TRS – WARD 5 (BARLOW)**

If the City Council is satisfied with the report, it may order a lien of assessment recorded against the property. Any person affected by the proposed charge may file a written protest with the City Clerk any time prior to the hearing. Each protest must contain a description of the property and the grounds for the protest.

BEVERLY K. BRIDGES
CITY CLERK

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

VOICE 702.229.6011
TTY 702.386.9108
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Spreadsheet of Charges Accrued

Six (6) inspections with four (4) failed inspections.

Inspections	Date	Fees	Late Fee	Penalties per failed inspection	Notes/Comments
1st inspection	6/24/08	N/C	N/C	N/C	Initial assessment
2nd Inspection	8/6/08	$120.00	$12.00	N/C	Failed
3rd inspection	9/9/08	$180.00	$18.00	$150.00	Failed
4 th inspection	9/22/08	$180.00	$18.00	$300.00	Failed
5 th inspection	10/9/08	$180.00	$18.00	$500.00	Failed
6 th inspection	4/1/09	N/C	N/C	N/C	Passed
Sub-Total		**$660.00**	**$66.00**	**$950.00**	**$1,676.00**
Payments		$0.00	$0.00	$0.00	
TOTAL		**$660.00**	**$66.00**	**$950.00**	**$1,676.00**

** a partial pass recognizes that the property owner was making some progress with correcting the violations.*

Payments in yellow -$ 0.00

Abatement: Council Action on April 1, 2009

Contractor expenses: Weaver Construction	$1,685.00
15% Administrative Fee	$252.75
Boarded Building Certificate	$0.00
Interest (Courtesy of Finance dept)	$104.13
Sub-Total	**$2,041.88**
Payments	-$0.00
Balance	**$2,041.88**

Financial Breakdown:

Abatement	$1,937.75
Interest (Courtesy of Finance Dept)	$104.13
Inspection Fees	$660.00
Late Fees	$66.00
Failed Inspection Penalties	$950.00
Daily Civil Penalty	$34,050.00
TOTAL	**$37,767.88**
Payment	**-$0.00**
Outstanding Balance	**$37,767.88**

LAS VEGAS CITY COUNCIL

MAYOR
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CITY MANAGER
ELIZABETH N. FRETWELL

NEIGHBORHOOD SERVICES DEPARTMENT

DIRECTOR
STEPHEN K. HARSIN, AICP

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

VOICE 702.229.2330
FAX 702.382-3901
TTY 702.386.9108
www.lasvegasnevada.gov

April 23, 2010

Certified/Regular Mail
Return Receipt Requested

Deutsche National Bank TR CO TRS
1610 E. St. Andrews Pl
Santa Ana, CA 92705-4931

RE: 222 W. Van Buren – case #66650

Dear Property Owner/Representative:

At the City Council meeting(s) held on April 1, 2009 Agenda Item #33 was approved for a lien in the amount of $37,767.88 including interest in the amount of $104.13 and daily civil penalties in the amount of $34,050.00). The hearing scheduled on May 5, 2010 will be a hearing to consider a request for a waiver and/or reduction of fees.

Please be advised you will be required to make a formal presentation before City Council stating your case.

If you have any questions concerning this procedure, please contact the Neighborhood Response Division located in the Department of Neighborhood Services, by telephoning (702)229-6615.

Sincerely,

Devin Smith, Manager
Neighborhood Response Division
Department of Neighborhood Services

DSS:tid

cc: *Carrington Mortgage Service, 1610 St Sndrews Pl, Ste #B150, Santa Ana, CA 92705*

City of Las Vegas Agenda Item No.: **80.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 5, 2010

DEPARTMENT: NEIGHBORHOOD SERVICES
DIRECTOR: STEPHEN K. HARSIN ☐ **Consent** ☒ **Discussion**

SUBJECT:
Public hearing and possible action to consider a request for a waiver and/or reduction of fees and/or daily civil penalties for the property located at 2200 West Washington Avenue in the amount up to $40,351.26. PROPERTY OWNERS: NEW YORK MELLON BANK TRS - Ward 5 (Barlow)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Today's hearing is a request from Skyhill REO to consider a request for a waiver and/or reduction of fees imposed on the parcel at the City Council meeting on May 6, 2009 in the amount of $40,351.26. The case was generated on August 11, 2008. There was an abatement conducted on this property on December 11, 2008. The lien was recorded at Clark County recorder's office on May 21, 2009. Neighborhood Services received a Request for Waiver and/or Reduction of Civil Penalties Application dated February 10, 2010 from Skyhill REO requesting the civil penalties be waived.

RECOMMENDATION:
No Recommendation.

BACKUP DOCUMENTATION:
1. Agenda Memo
2. Request for Waiver and Reduction Application
3. Location Maps
4. Notice of Public Hearing
5. Spreadsheet of Charges Accrued
6. Hearing Notification Letter

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: May 5, 2010
DEPARTMENT: Neighborhood Services
ITEM DESCRIPTION: Public hearing and possible action to consider a request for a waiver and/or reduction of fees and/or daily civil penalties for the property located at 2200 West Washington Avenue in the amount up to $40,351.26.
PROPERTY OWNERS: NEW YORK MELLON BANK TRS - Ward 5 (Barlow)

Today's hearing is a request from Skyhill REO to consider a request for a waiver and/or reduction of fees imposed on the parcel at the City Council meeting on May 6, 2009 in the amount of $40,351.26. The case was generated on August 11, 2008. There was an abatement conducted on this property on December 11, 2008. The lien was recorded at Clark County recorder's office on May 21, 2009. Neighborhood Services received a Request for Waiver and/or Reduction of Civil Penalties Application dated February 10, 2010 from Skyhill REO requesting the civil penalties be waived.

Fees associated with the abatements, inspections and interest total $3,301.26. To date, no payments have been made. Total owed on the case with civil penalties $40,351.26.

Request for a Waiver and/or Reduction of Civil Penalties
Application

SUBMIT APPLICATION TO:
City of Las Vegas / Neighborhood Services Department
Attn: Stephen Harsin, Director
400 Stewart Avenue - 2nd Floor
Las Vegas, NV 89101-2986
Voice: 702-229-2317 -- Fax: 702-229-1033

Please type and/or print
Submit only one signed original

Date of Application: February 10, 2010

Location and/or address of subject property:

Nearest major intersection: _____

Street Address: 2200 West Washington Ave

Parcel Number: 139-29-611-087

Applicant's Address/Contact Information:
Name: SkyhillREO (Attn: Brad Covy)
(please check the following the applies)
☐ Owner ☐ Purchaser ☐ Agent ☒ Other *(explain)* REO Management servicer on behalf of bank
Street Address/PO Box: 13772 Goldenwest Street #123
City: Westminster State: CA Zip Code: 92683
Phone No: 714-657-3938 E-mail: brad@skyhillreo.com Fax No: 714-908-0422

Property Owner's Address/Contact Information: (if different from applicant):
Name: Bank owned property
Street Address/PO Box: _____
City: _____ State: _____ Zip Code: _____
Phone No: _____ E-mail: _____ Fax No: _____

Amount of City of Las Vegas Lien on the Property: $ 40,351.26

Amount requested to be considered for waiving and/or reduced? $ 40,351.26

Signature of Applicant: _____ Brad Covy, ~~As Authorized Representative~~ Date: 2/10/10

Signature of Owner: _____ Date: 2/10/10
Brad Covy,
As Authorized Representative

For Office Use Only:
Council Ward: 5 ; Case/File Number: 6857 ; Council Action date of Lien: 5/6/09

Describe why the applicant is requesting a waiver/reduction:
(You may attach additional sheets if needed.)

We, SkyhillREO, manage the property on behalf of the current owner, Bank of New York, a financial institution, who acquired the subject through foreclosure on December 8, 2009 (Trustee's Deed and Power of Attorney documents attached). SkyhillREO assumed management duties for the property on December 10, 2010. We did not become aware of the outstanding issues with the property until after the foreclosure sale date. This issue was only discovered after a title review was performed on the subject by our office. Our office does not have any record of receiving any notices from the City regarding the fines and violations in question or a request for action. Please be advised that the bank was not in possession of the property when the fines were assessed or when the lien was recorded in 2008 and in the months before December 2009.

The property is now in escrow and is scheduled to be sold on February 19, 2010. Before we can transfer ownership to the new homeowner, we would like to resolve the lien that was placed on the property by receiving either a waiver or reduction in the amount owed for $40,351 as the bank was not the legal owner of the subject during the time the violations occurred.

Describe the existing condition/situation of the subject property:
(You may attach additional sheets if needed.)

The current state of the property is in below average condition. The subject has been a recent target of vandalism and is currently boarded up. The locks on the property have also been changed by us to prevent any further unwanted access. Initial clean-up services have been preformed for the interior and exterior along with landscaping.

Describe the immediate plans for the property, including any planned improvements: *(You may attach additional sheets if needed.)*

The bank has not had the opportunity to make any immediate plans to improve the property at this time as the subject is currently in the process of being sold to a new homeowner. Escrow was opened on January 22, 2010 with an anticipated close date on or before February

20090521-0003455

Fee: $0.00
N/C Fee: $0.00
05/21/2009 13:09:04
T20090178941
Requestor:
LAS VEGAS CITY
Debbie Conway GILKS
Clark County Recorder Pgs: 1

APN 139-29-611-087

NOTICE AND CLAIM OF LIEN OF ASSESSMENT

TO: A C A B ENTERPRISES INC
C/O C BANKSTON
Reputed Owner(s) at time of abatement.

Assessor's Parcel No.: 139-29-611-087
Commonly known as: 2200 W. WASHINGTON AVENUE
Legal Description: TWIN LAKES VILLAGE UNIT 6
PLAT BOOK 5 PAGE 11
LOT 10 BLOCK 5

On December 11, 2008 as provided in the Municipal Code, 16.31, the City of Las Vegas caused the abatement of a nuisance condition on the following property after due notification.

Expense costs and fees in the amount of $3,199.35 were incurred by the City of Las Vegas in the above-referenced nuisance condition abatement procedure. Additionally, pursuant to Municipal Code 9.04.120, civil penalties in the amount of $37,050 were levied against the property as for violation (s) of Municipal Code 9.04.010 for a total charge in the amount of $40,249.35 assessed against the property.

The Las Vegas City Council, at a duly noticed public hearing held on May 6, 2009 ordered the above charges in the amount of $40,249.35 assessed against the property by means of a Lien of Assessment, such a lien to be duly recorded and certified copies of said lien given to the County Treasurer for collection as ordinary property taxes. Said lien shall also be prior to and superior to all liens, claims, encumbrances and titles, other than liens of assessment and general taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to this lien.

All or any portion of this lien of assessment, which remains unpaid after 30 days from the date of the recording thereof on the assessment roll, shall become delinquent and shall accrue interest at the rate of 7 percent per annum from and after said date. This lien shall continue until the assessment, which forms the subject matter thereof, and all interest due and payable thereon, shall have been paid in full.

BEVERLY BRIDGES, CMC, City Clerk
400 Stewart Avenue
Las Vegas, NV 89101 - (702) 229-6311

STATE OF NEVADA)
)
COUNTY OF CLARK)

BEVERLY BRIDGES, being duly sworn, deposes and says that she is the person who executed the foregoing instrument on behalf of the City of Las Vegas and that she has read the same and knows the contents thereof, that the matters stated herein are true to her own knowledge, except such matters as are stated to be on information and belief, and as to those matters, she believes them to be true.

BEVERLY BRIDGES, CMC, City Clerk

Subscribed and sworn to before me this 12th day of May, 2009

NOTARY PUBLIC, in and for said County and State

VICKY DARLING
Notary Public State of Nevada
No. 94-0086-1
My appt. exp. May 22, 2010

WHEN RECORDED, RETURN TO:
CITY OF LAS VEGAS, DEPARTMENT OF NEIGHBORHOOD RESPONSE
400 STEWART AVENUE, LAS VEGAS, NV 89101
Case # 68577

Bank of America
Home Loans

The undersigned, a duly appointed and acting as Vice President of Bank of America Home Loans, Inc. (the "Corporation") certified on behalf of the Corporation as follows:

Pursuant to that certain Statement of Work (SOW) with Skyhill, Bank of America Home Loans, Inc. has contracted with Skyhill to manage and market properties located in the states of Arizona, Colorado, and Nevada that are owned or under the control of Bank of America Home Loans, Inc. As such, Skyhill is authorized to execute documents related to the sale of those properties. This certification creates no rights separate and apart from the Agreement.

I authorize the following individuals identified by the Corporation as duly elected or appointed, qualified and acting officers of the Corporation, to sign documents on Bank of America Home Loans, Inc.'s behalf.

Jack Covy, President
Rosanne Covy, Vice President
Mark Baskett, Vice President
Brad Covy, Manager
Tina Norder, Manager
Valerie Kunimura, Manager
Phillip Greenberg, Director of Operations

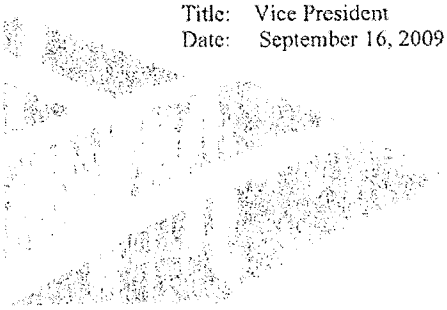
Skyhill is not authorized to execute a deed transferring title to a purchaser. The deed will require the signature of an authorized Bank of America official.

This certification shall remain in full force and effect from the date of signing until twelve months thereafter.

In witness whereof, I have hereunto signed my name on this September 16, 2009.

Bank of America Home Loans, Inc.

By: _____
Name: Clinton Alcorn
Title: Vice President
Date: September 16, 2009



Equal Housing Lender

©Integrated Paper

INDIVIDUAL ACKNOWLEDGMENT

State/Commonwealth of ARIZONA }
County of MARICOPA } ss.

On this the 16th (Day) day of September (Month), 2009 (Year), before me, TANNA Weber (Name of Notary Public), the undersigned Notary Public, personally appeared Clinton Alcorn (Name(s) of Signer(s)),

☒ personally known to me – **OR** –

☐ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same for the purposes therein stated.

NOTARY PUBLIC
STATE OF ARIZONA
Maricopa County
TANNA WEBER
My Commission Expires March 18, 2011
Commission Number: 575234

WITNESS my hand and official seal.

Tanna Weber
Signature of Notary Public

TANNA Weber
Other Required Information (Printed Name of Notary, Residence, etc.)

Place Notary Seal and/or Any Stamp Above

OPTIONAL

Although the information in this section is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Right Thumbprint of Signer
Top of thumb here

© 2002 National Notary Association • 9350 De Soto Ave., P.O. Box 2402 • Chatsworth, CA 91313-2402 • www.NationalNotary.org
Item No. 5936 Reorder: Call Toll-Free 1-800 US NOTARY (1-800-876-6827)

POWER OF ATTORNEY

The undersigned, as Trustee under the Pooling and Servicing Agreements (as defined below) hereby constitutes and appoints BAC Home Loans Servicing, LP FKA Countrywide Home Loans Servicing LP and its authorized officers (collectively, "CHL Servicing") and each of them, its true and lawful attorneys-in-fact and agents, with full powers of substitution and resubstitution, for and in its name, place and stead, in any and all capacities, for the limited purpose of executing and recording any and all documents necessary to effect (i) a foreclosure of a Mortgage Loan, (ii) the disposition of an REO Property, (iii) an assumption agreement to the Mortgage Note, Mortgage, or deed of trust, and (iv) a reconveyance, deed of reconveyance or release or satisfaction of mortgage or such instrument releasing the lien of a Mortgage in connection with the transactions contemplated in those certain Pooling and Servicing Agreements (the "Pooling and Servicing Agreement") by and among the undersigned, CHL Servicing, and Bellavista Funding Corporation. The undersigned also grants unto said attorneys-in-fact and agents, and each of them, the full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as might or could be done in person to effect items (i), (ii), (iii) and (iv) above, hereby ratifying and confirming all that said attorneys-in-fact and agents or any of them, or their substitutes, may lawfully do or cause to be done by virtue hereof. Any capitalized term not otherwise defined herein shall have the meaning assigned to such term in the Pooling and Servicing Agreements.

THE BANK OF NEW YORK MELLON, AS TRUSTEE ON BEHALF OF THE CERTIFICATEHOLDERS OF BELLAVISTA FUNDING CORPORATION, BELLAVISTA MORTGAGE TRUST 2005-2 MORTGAGE PASS-THROUGH CERTIFICATES,SERIES 2005-2

Witness: _____
Kyle Pasi

By: _____
Michael Cerchio
Vice President

Witness: _____
Steven Chrysanthis

By: _____
Melissa J. Adelson
Managing Director

STATE OF: New York
COUNTY OF: Queens

On the 29th day of July, 2009, before me, Norman Yu, a Notary Public in and for said, personally appeared Michael Cerchio, known to me to be as a Vice President, and Melissa J. Adelson, known to me be a Managing Director of the Bank of New York Mellon, a New York banking corporation that executed the within instrument, and also known to me to be the persons who executed said instrument on behalf of said New York banking corporation and acknowledged to me that such New York banking corporation executed the within instrument.

IN WITNESS THEREOF, I have hereunto set my hand and affixed by official seal the day and year in this certificate first above written.

_____
Notary Public

Norman Yu
NOTARY PUBLIC
STATE OF NEW YORK
Qualified in Queens County
LIC# 01YU6183731
COMM. EXP 3-24-2012

Inst #: 200912240002024
Fees: $16.00 N/C Fee: $0.00
RPTT: $295.80 Ex: #
12/24/2009 10:29:48 AM
Receipt #: 172829
Requestor:
FIDELITY NATIONAL DEFAULT S
Recorded By: MSH Pgs: 4
DEBBIE CONWAY
CLARK COUNTY RECORDER

RECORDING REQUESTED BY 139 29 611 087
RECONTRUST COMPANY
AND WHEN RECORDED MAIL TO
~~RECONTRUST COMPANY~~ Bank of NY Mellon FKA
400 COUNTRYWIDE WAY SV-35
SIMI VALLEY, CA 93065

Forward Tax Statements to Address listed above
TS No. 09-0049926
Title Order No. 090281509

TRUSTEE'S DEED UPON SALE NEVADA

APN# 139-29-611-087

The amount of the unpaid debt was $ 210,707.55
The amount paid by the Grantee was $ 57,600.00
The property is in the city of LAS VEGAS, County of CLARK
The documentary transfer tax is $ 295.80 The Grantee herein was the beneficiary.
RECONTRUST COMPANY, N.A., as the duly appointed Trustee, under a Deed of Trust referred to below, and herein called "Trustee", does hereby grant without covenant or warranty to: THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK AS TRUSTEE FOR THE CERTIFICATEHOLDERS CWALT, INC. ALTERNATIVE LOAN TRUST 2005-80CB MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2005-80CB herein called Grantee, the following described real property situated in CLARK County, Nevada:
SEE ATTACHED LEGAL DESCRIPTION
This conveyance is made pursuant to the powers conferred upon Trustee by the Deed of Trust executed by CASSANDRA BANKSTON, A MARRIED WOMAN AS HER SOLE AND SEPARATE PROPERTY, as Trustor, recorded on 12/09/2005, Instrument Number 0003321 (or Book 20051209, Page) Official Records in the Office of the County Recorder of CLARK County. All requirements of law regarding the recording and mailing of copies of the Notice of Default and Election to Sell, and the mailing, posting, and publication of the Notice of Trustee's Sale have been complied with. Trustee, in compliance with said Notice of Trustee's Sale and in exercise of its power under said Deed of Trust sold said real property at public auction on 12/08/2009. Grantee, being highest bidder at said sale became the purchaser of said property for the amount bid, which amount was $ 57,600.00.

DATED: December 18, 2009

RECONTRUST COMPANY, N.A., Successor Trustee

BY: _____

Julie C. Webb Assistant Secretary

State of: Texas)
County of: Dallas)

On DEC 21 2009 before me Princess Everage, personally appeared Julie C. Webb Assistant Secretary, know to me (or proved to me on the oath of _____ or through _____) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.
Witness my hand and official seal.

_____
Notary Public's Signature

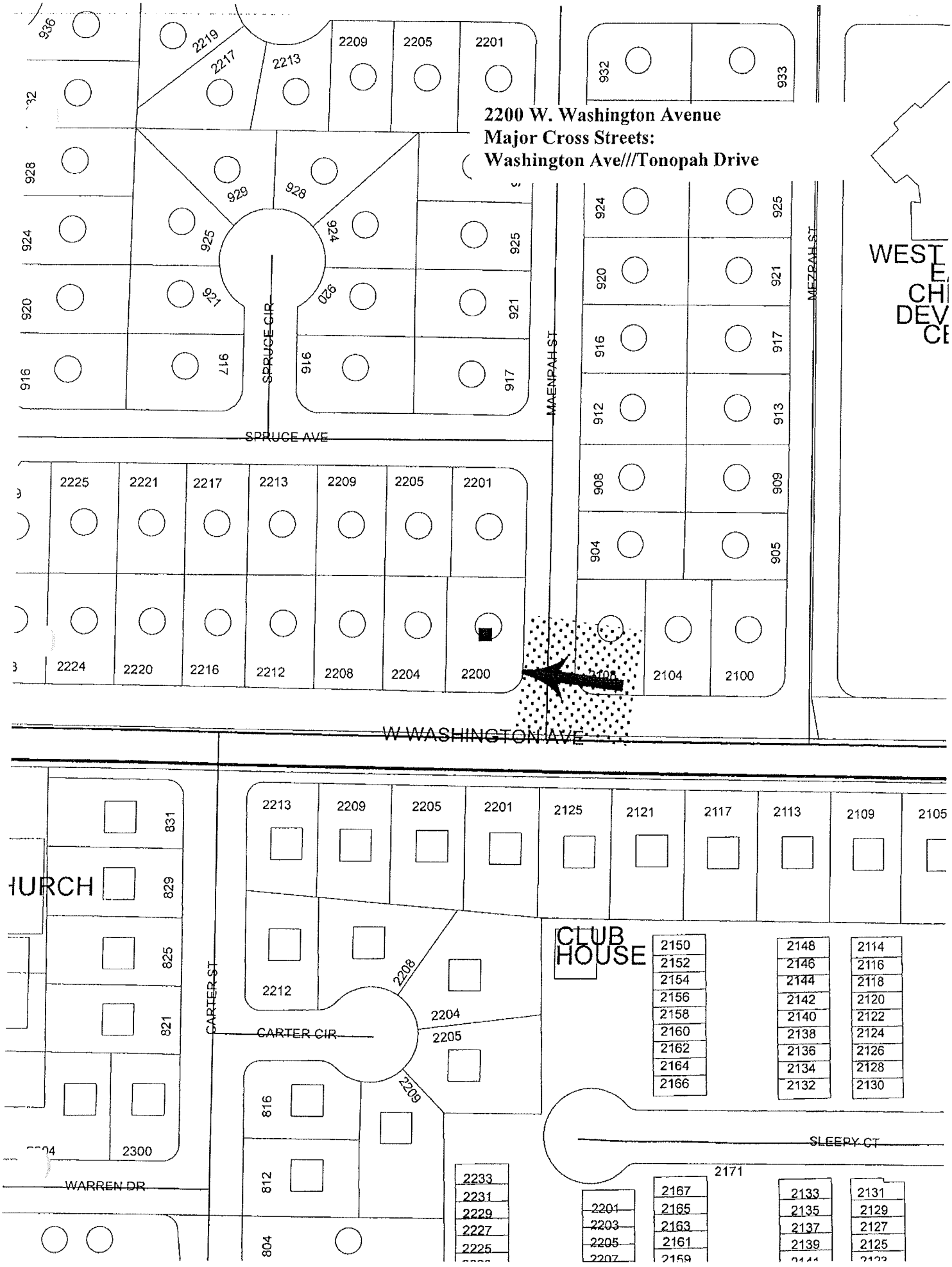
Princess Everage

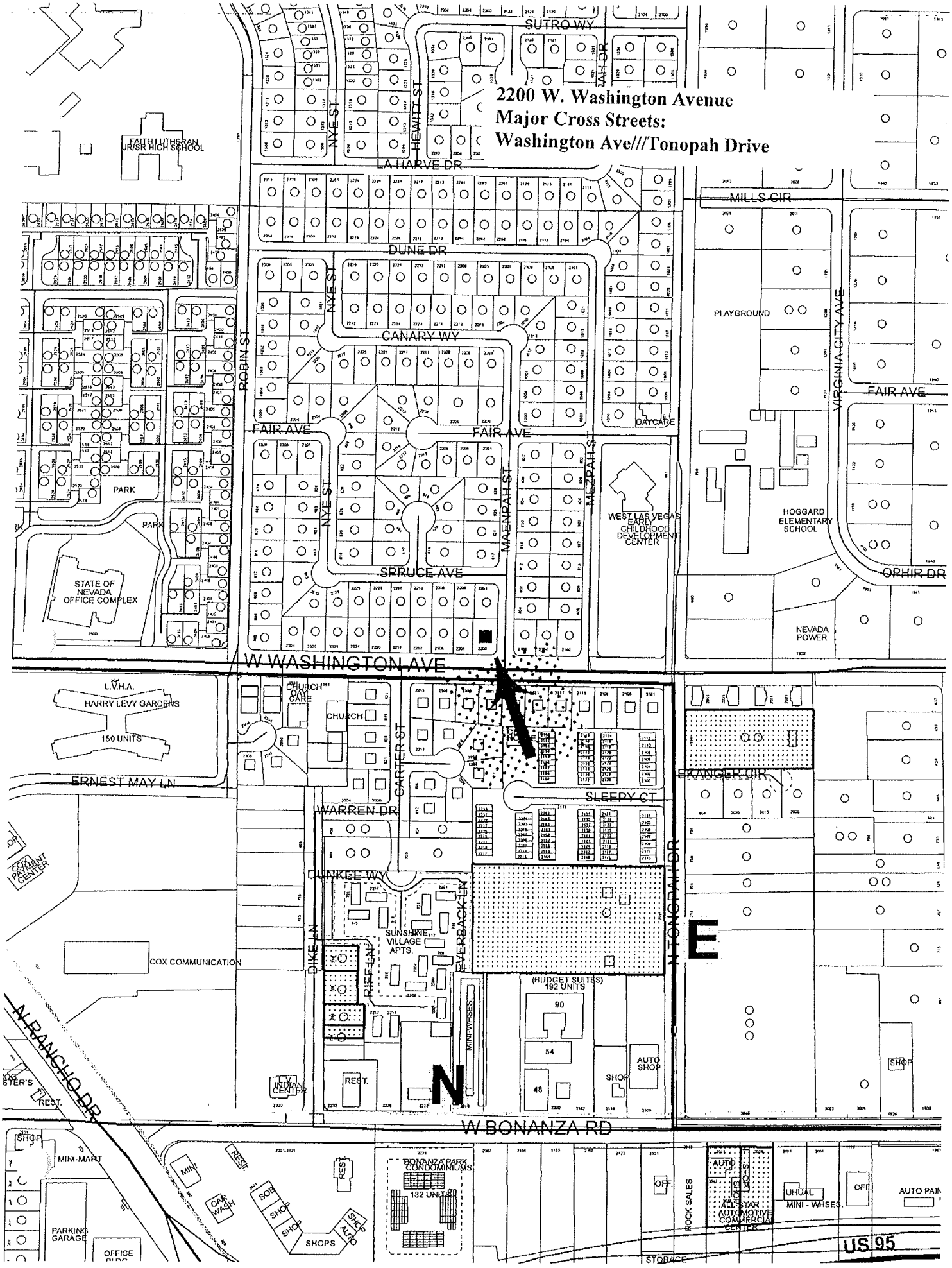
PRINCESS J EVERAGE
Notary Public
STATE OF TEXAS
My Comm Exp 08-14-13

EXHIBIT A

REF. NO.: 09-0049926

LOT TEN (10) IN BLOCK FIVE (5) OF TWIN LAKES VILLAGE NO. 6, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 5 OF PLATS, PAGE 11, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA


2200 W. Washington Avenue
Major Cross Streets:
Washington Ave///Tonopah Drive
SPRUCE AVE
SPRUCE CIR
MAENPAH ST
MEZRAH ST
W WASHINGTON AVE
CARTER ST
CARTER CIR
CLUB HOUSE
SLEEPY CT
WARREN DR
WEST
CH
DEV
CE


2200 W. Washington Avenue
Major Cross Streets:
Washington Ave///Tonopah Drive
SUTRO WY
HEWITT ST
NYE ST
LA HARVE DR
FAITH LUTHERAN JR/SR HIGH SCHOOL
MILLS CIR
DUNE DR
CANARY WY
ROBIN ST
PLAYGROUND
VIRGINIA CITY AVE
FAIR AVE
DAYCARE
MAENPAH ST
MEZPAH ST
PARK
STATE OF NEVADA OFFICE COMPLEX
WEST LAS VEGAS EARLY CHILDHOOD DEVELOPMENT CENTER
HOGGARD ELEMENTARY SCHOOL
SPRUCE AVE
ORPHIR DR
NEVADA POWER
W WASHINGTON AVE
L.V.H.A.
HARRY LEVY GARDENS
150 UNITS
CHURCH
CHURCH DAY CARE
CARTER ST
ERNEST MAY LN
RANGER CIR
SLEEPY CT
WARREN DR
DUNKEE WY
COX PAYMENT CENTER
COX COMMUNICATION
SUNSHINE VILLAGE APTS.
DIKE LN
REEF LN
LIVERBACK LN
N TONOPAH DR
(BUDGET SUITES) 192 UNITS
90
54
48
MINI-WHSES
AUTO SHOP
SHOP
REST.
LV INDIAN CENTER
N RANCHO DR
W BONANZA RD
MINI-MART
CAR WASH
SHOPS
BONANZA PARK CONDOMINIUMS
132 UNITS
PARKING GARAGE
OFFICE BLDG
ROCK SALES
ALL STAR AUTOMOTIVE COMMERCIAL CENTER
UHUAL
MINI - WHSES.
AUTO PAIN
STORAGE
US 95
E
N

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW
STAVROS S. ANTHONY

ELIZABETH N. FRETWELL
CITY MANAGER

NOTICE OF PUBLIC HEARING

MAY 5, 2010

Pursuant to Las Vegas Municipal Code for the Abatement of Dangerous Buildings/Nuisance Code and/or Housing Code, NOTICE IS HEREBY GIVEN THAT ON **WEDNESDAY, MAY 5, 2010,** at the hour of **1:00 P.M.** in the City Council Chambers, 400 Stewart Avenue, Las Vegas, Nevada, the City Council will consider the REPORT OF EXPENSES submitted by the Director of Neighborhood Services for:

> Waiver and/or reduction of abatement costs, daily civil penalties and accrued interest for the violations on the property located at **2200 WEST WASHINGTON AVENUE – Case #68577**. The Director of Neighborhood Services certifies that abatement costs, daily civil penalties and accrued interest in the total sum of **$40,351.26** were imposed. Owner of record: **NEW YORK MELLON BANK TRS – WARD 5 (BARLOW)**

If the City Council is satisfied with the report, it may order a lien of assessment recorded against the property. Any person affected by the proposed charge may file a written protest with the City Clerk any time prior to the hearing. Each protest must contain a description of the property and the grounds for the protest.

BEVERLY K. BRIDGES
CITY CLERK

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

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

Printed with environmentally friendly soy ink

Spreadsheet of Charges Accrued

Five (5) inspections with three (3) failed inspections.

Inspections	Date	Fees	Late Fee	Penalties per failed inspection	Notes/Comments
1st inspection	7-24-08	N/C	N/C	N/C	Initial assessment
2nd Inspection	9-24-08	$120.00	$12.00	N/C	Failed
3rd inspection	10-8-08	$180.00	$18.00	$150.00	Failed
4 th inspection	11-5-08	$180.00	$18.00	$300.00	Failed
5th Inspection	4-21-09	N/C	N/C	N/C	Passed
Sub-Total		**$480.00**	**$48.00**	**$450.00**	**$978.00**
Payments		$0.00	$0.00	$0.00	
TOTAL		**$480.00**	**$48.00**	**$450.00**	**$978.00**

** a partial pass recognizes that the property owner was making some progress with correcting the violations.*

Payments in yellow -$ 0.00

Abatement: Council Action on May 6, 2009

Contractor expenses: W. A. Construction, LLC	$1,649.00
15% Administrative Fee	$247.35
Boarded Building Certificate	$325.00
Interest (Courtesy of Finance dept)	$101.91
Sub-Total	**$2,323.26**
Payments	-$0.00
Balance	**$2,323.26**

Financial Breakdown:

Abatement	$2,221.35
Interest (Courtesy of Finance Dept)	$101.91
Inspection Fees	$480.00
Late Fees	$48.00
Failed Inspection Penalties	$450.00
Daily Civil Penalty	$37,050.00
TOTAL	**$40,351.26**
Payment	**-$0.00**
Outstanding Balance	**$40,351.26**

LAS VEGAS CITY COUNCIL

MAYOR
OSCAR B. GOODMAN

GARY REESE
(MAYOR PRO-TEM)
STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW
STAVROS S. ANTHONY

CITY MANAGER
ELIZABETH N. FRETWELL

April 23, 2010

Certified/Regular Mail
Return Receipt Requested

New York Mellon Bank TRS
400 Countrywide Wy SV-35
Simi Valley, CA 93065-6298

2200 W. Washington Ave – Case #68577

Dear Property Owner/Representative:

At the City Council meeting(s) held on May 6, 2009 Agenda Item #51 was approved for a lien in the amount of $40,351.26 (including daily civil penalties in the amount of $37,050 and interest of $101.91). The hearing scheduled on May 5, 2010 will be a hearing to consider a request for a waiver and/or reduction of fees.

Please be advised you will be required to make a formal presentation before City Council stating your case.

If you have any questions concerning this procedure, please contact the Neighborhood Response Division located in the Department of Neighborhood Services, by telephoning (702)229-6615.

Sincerely,

Devin Smith, Manager
Neighborhood Response Division
Department of Neighborhood Services

DSS:tid

cc: *Skyhill REO, Attn: Brad Covy, 13772 Goldewnest St #123, Westminster, CA 92683*
Miles, Bauer, Bergstrom, & Winters, LLP, Attn: Mark Braun, 2200 Paseo Verde Pkwy, Ste #250, Henderson, NV 89052

NEIGHBORHOOD SERVICES DEPARTMENT

DIRECTOR
STEPHEN K. HARSIN, AICP

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

VOICE 702.229.2330
FAX 702.382-3901
TTY 702.386.9108
www.lasvegasnevada.gov

City of Las Vegas Agenda Item No.: **81.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 5, 2010

DEPARTMENT: NEIGHBORHOOD SERVICES
DIRECTOR: STEPHEN K. HARSIN ☐ **Consent** ☒ **Discussion**

SUBJECT:
Public hearing and possible action to consider a request for a waiver and/or reduction of fees and/or daily civil penalties for the property located at 4701 Alpine Place in the amount up to $27,647.29. PROPERTY OWNER: BANK DEUTSCHE NATIONAL TR CO TRS – Ward 1 (Tarkanian)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Today's hearing is a request from AHMSI, Inc, Agent, to consider a request for a waiver and/or reduction of fees imposed on the parcel at the City Council meeting(s) on May 6, 2009 for a total of $31,197.79. The case was generated on July 10, 2008 and was in violation of Las Vegas Municipal Code (LVMC) 9.04 Nuisances; 16.08 Dangerous Buildings and 16.31 Vacant Buildings. The property was abated on December 2, 2008 and a lien was recorded at Clark County recorder's office on May 21, 2009. Neighborhood Services received a Request for Waiver and/or Reduction of Civil Penalties Application dated August 21, 2009 on behalf of the buyers requesting the civil penalties be waived.

RECOMMENDATION:
No recommendation.

BACKUP DOCUMENTATION:
1. Agenda Memo
2. Request for Waiver and Reduction Application
3. Location Maps
4. Notice of Public Hearing
5. Spreadsheet of Charges Accrued
6. Hearing Notification Letter

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: May 5, 2010
DEPARTMENT: Neighborhood Services
ITEM DESCRIPTION: Public hearing and possible action to consider a request for a waiver and/or reduction of fees and/or daily civil penalties for the property located at 4701 Alpine Place in the amount up to $31,197.79. PROPERTY OWNERS: BANK DEUTSCHE NATIONAL TR CO TRS - Ward 1 (Tarkanian)

Today's hearing is a request from Larry Akins, Agent, to consider a request for a waiver and/or reduction of fees imposed on the parcel at the City Council meeting(s) on May 6, 2009 for a total of $31,197.79. The case was generated on July 10, 2008. There was an abatement conducted on this property December 2, 2008. The lien was recorded at Clark County recorder's office May 21, 2009. Neighborhood Services received a Request for Waiver and/or Reduction of Civil Penalties Application dated August 21, 2009 on behalf of the buyers requesting the abatement costs and civil penalties be waived.

Fees associated with the abatement and inspections total $1,150 (minus the $30,000 in daily civil penalties assessed). A $4000.50 payment was received. Total owed on the case with civil penalties $27,647.79 (w/interest of $47.79).

REVISED

Request for a Waiver and/or Reduction of Civil Penalties
Application

SUBMIT APPLICATION TO:
City of Las Vegas / Neighborhood Services Department
Attn: Stephen Harsin, Director
400 Stewart Avenue - 2nd Floor
Las Vegas, NV 89101-2986
Voice: 702-229-2317 -- Fax: 702-229-1033

Please type and/or print
Submit only one signed original

Date of Application: 2/3/10.

Location and/or address of subject property:

Nearest major intersection: _____

Street Address: 4701 Alpine Place Las Vegas

Parcel Number: 139-31-410-153

Applicant's Address/Contact Information:
Name: American Home Mortgage - Deutsche Bank
(please check the following the applies)
☑ Owner ☐ Purchaser ☐ Agent ☑ Other *(explain)* REO/Foreclosure
Street Address/PO Box: _____
City: _____ State: _____ Zip Code: _____
Phone No: 877-304-3100 x1.71155 E-mail: Larry.Akins@power-reo.com Fax No: _____

Property Owner's Address/Contact Information: (If different from applicant):
Name: _____
Street Address/PO Box: _____
City: _____ State: _____ Zip Code: _____
Phone No: _____ E-mail: _____ Fax No: _____

Amount of City of Las Vegas Lien on the Property: $ 31,177.07

Amount requested to be considered for waiving and/or reduced? $ _____

Signature of Applicant: Larry Akins REO Asset Manager Date: 9-21-09

Signature of Owner: _____ Date: _____

For Office Use Only:
Council Ward: _____; Case/File Number: _____; Council Action date of Lien: _____

Describe why the applicant is requesting a waiver/reduction:
(You may attach additional sheets if needed.)

SELLER FEELS THE COST FOR THE CIVIL PENALTIES ARE EXTREME. PROPERTY IS A FORCLOSURE PROPERTY AND HAD BEEN VACANT FOR QUITE SOME TIME.

Describe the existing condition/situation of the subject property:
(You may attach additional sheets if needed.)

PROPERTY IS VACANT AND IS A FORCLOSURE PROPERTY.

Describe the immediate plans for the property, including any planned improvements: *(You may attach additional sheets if needed.)*

PROPERTY IS IN ESCROW AT THIS TIME AND BUYERS PLAN ON LIVING IN THE PROPERTY.

Request for a Waiver and/or Reduction of Civil Penalties
Application

SUBMIT APPLICATION TO:
City of Las Vegas / Neighborhood Services Department
Attn: Stephen Harsin, Director
400 Stewart Avenue - 2nd Floor
Las Vegas, NV 89101-2986
Voice: 702-229-2317 -- Fax: 702-229-1033

Please type and/or print
Submit only one signed original

Date of Application: 8-25-09

Location and/or address of subject property:

Nearest major intersection: _____

Street Address: 4701 Alpine Place

Parcel Number: _____

Applicant's Address/Contact Information:
Name: ~~4600 Regent Blvd~~ AHMSI. Inc.
(please check the following the applies)
☐ Owner ☐ Purchaser ☒ Agent ☐ Other *(explain)* _____
Street Address/PO Box: 4600 Regent Blvd.
City: Irving State: TX Zip Code: 75063
Phone No: 877.304.3100 X71155 E-mail: larry.akins@ahmsi3.com Fax No: NA

Property Owner's Address/Contact Information: (if different from applicant):
Name: _____
Street Address/PO Box: NA
City: _____ State: _____ Zip Code: _____
Phone No: _____ E-mail: _____ Fax No: _____

Amount of City of Las Vegas Lien on the Property: $ +30,000+

Amount requested to be considered for waiving and/or reduced? $ Ahh

Signature of Applicant: Larry K. Akins Larry Akins REO Asset Manager Date: 8-25-09

Signature of Owner: _____ Date: _____

For Office Use Only:
Council Ward: _____; Case/File Number: _____; Council Action date of Lien: _____

Describe why the applicant is requesting a waiver/reduction:
(You may attach additional sheets if needed.)

Reo Sale

$ is excessive

Describe the existing condition/situation of the subject property:
(You may attach additional sheets if needed.)

Reo Sale

Describe the immediate plans for the property, including any planned improvements: *(You may attach additional sheets if needed.)*

REO Sale

Request for a Waiver and/or Reduction of Civil Penalties
Application

SUBMIT APPLICATION TO:
City of Las Vegas / Neighborhood Services Department
Attn: Stephen Harsin, Director
400 Stewart Avenue - 2nd Floor
Las Vegas, NV 89101-2986
Voice: 702-229-2317 -- Fax: 702-229-1033

Please type and/or print
Submit only one signed original

Date of Application: 8/21/09

Location and/or address of subject property:

Nearest major intersection: _____

Street Address: 4701 Alpine Place Las Vegas

Parcel Number: 139-31-410-153

Applicant's Address/Contact Information:
Name: American Home Mortgage - Deutsche Bank
(please check the following the applies)
☑ Owner ☐ Purchaser ☐ Agent ☑ Other *(explain)* REO/Foreclosure
Street Address/PO Box: _____
City: _____ State: _____ Zip Code: _____
Phone No: 877-304-3100 x 71155 E-mail: Larry.Akins@ahmsi3.com Fax No: _____

Property Owner's Address/Contact Information: (if different from applicant):
Name: _____
Street Address/PO Box: _____
City: _____ State: _____ Zip Code: _____
Phone No: _____ E-mail: _____ Fax No: _____

Amount of City of Las Vegas Lien on the Property: $ 31,177.07

Amount requested to be considered for waiving and/or reduced? $ _____

Signature of Applicant: Larry Akins REO Asset Manager Date: 8-24-09

Signature of Owner: _____ Date: _____

For Office Use Only:
Council Ward: _____; Case/File Number: _____; Council Action date of Lien: _____

Describe why the applicant is requesting a waiver/reduction:
(You may attach additional sheets if needed.)

Reo Sale

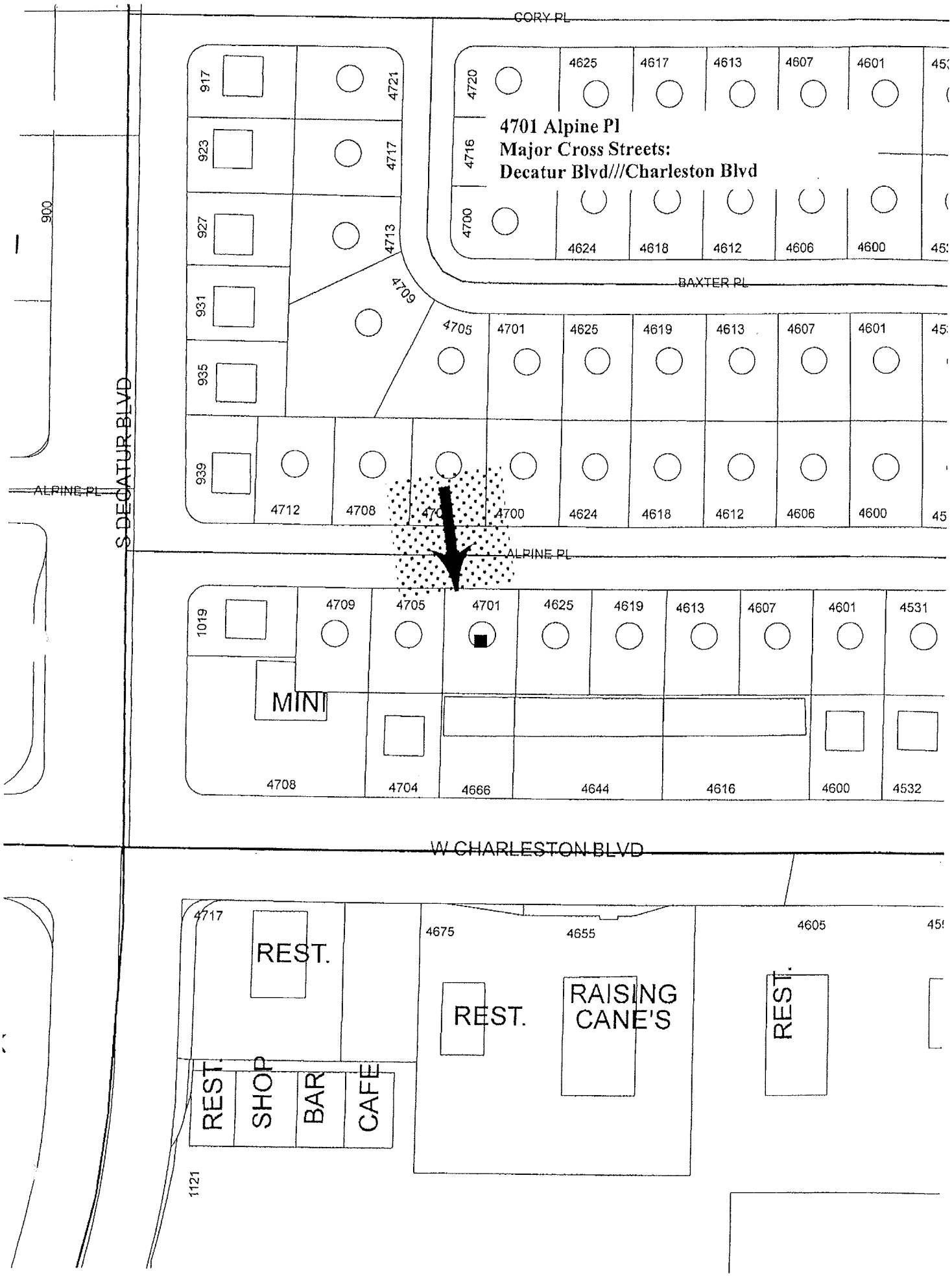
$ is excessive

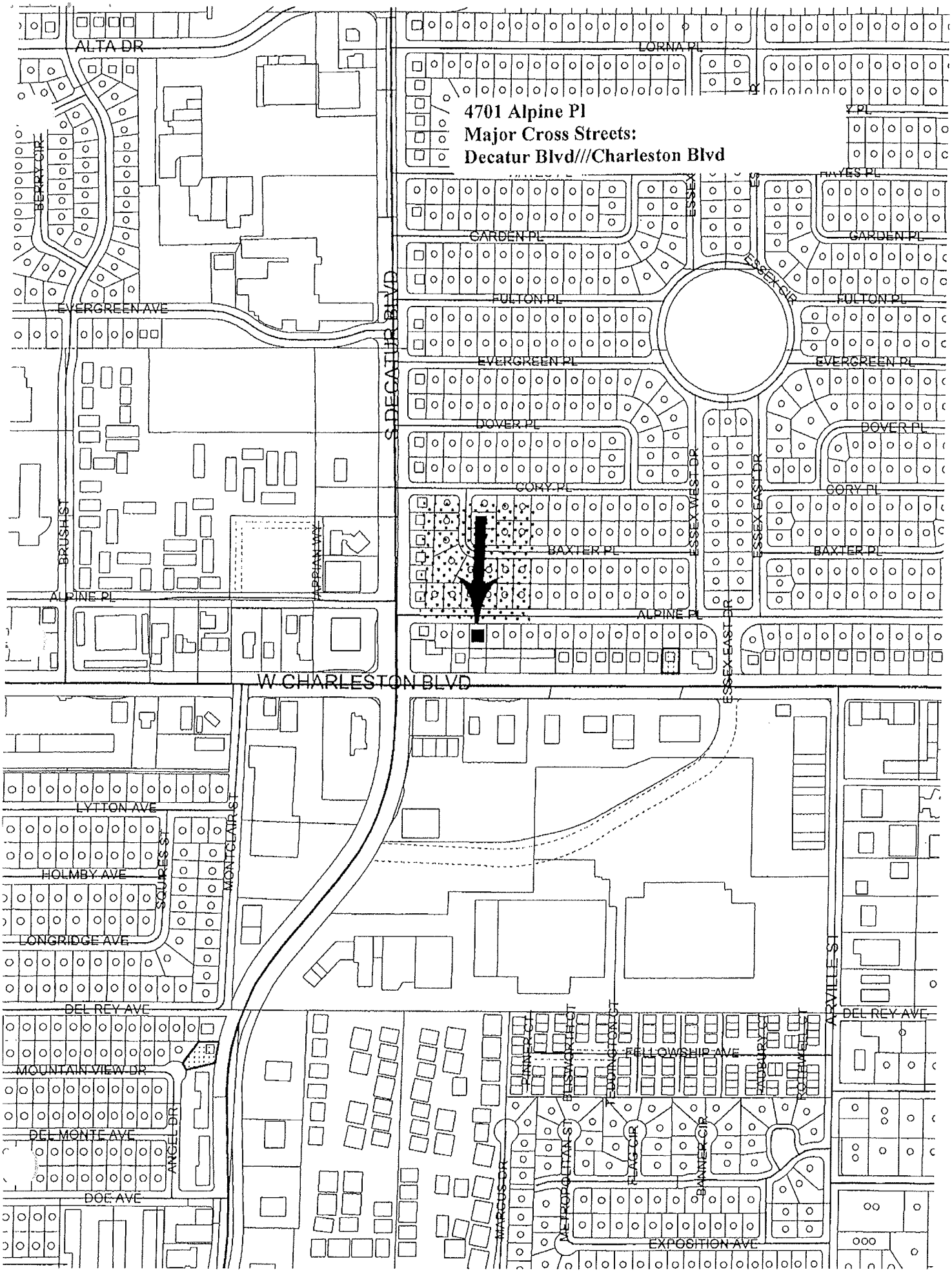
Describe the existing condition/situation of the subject property:
(You may attach additional sheets if needed.)

Reo Sale

Describe the immediate plans for the property, including any planned improvements: *(You may attach additional sheets if needed.)*

REO Sale


CORY PL
4701 Alpine Pl
Major Cross Streets:
Decatur Blvd///Charleston Blvd
BAXTER PL
S DECATUR BLVD
ALPINE PL
ALPINE PL
MINI
W CHARLESTON BLVD
REST.
REST.
RAISING CANE'S
REST.
REST.
SHOP
BAR
CAFE


4701 Alpine Pl
Major Cross Streets:
Decatur Blvd///Charleston Blvd
ALTA DR
LORNA PL
BERRY CIR
EVERGREEN AVE
S DECATUR BLVD
GARDEN PL
ESSEX
ESSEX CIR
HAYES PL
FULTON PL
EVERGREEN PL
DOVER PL
CORY PL
BAXTER PL
ESSEX WEST DR
ESSEX EAST DR
BRUSH ST
APPIAN WAY
ALPINE PL
W CHARLESTON BLVD
LYTTON AVE
HOLMBY AVE
LONGRIDGE AVE
DEL REY AVE
MONTCLAIR ST
SQUIRES ST
MOUNTAIN VIEW DR
DEL MONTE AVE
ANGEL DR
DOE AVE
MARCUS CT
METROPOLITAN ST
BLESSING CT
FOUNTAIN CT
FLAG CIR
BANNER CIR
FELLOWSHIP AVE
ORVILLE ST
EXPOSITION AVE

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW
STAVROS S. ANTHONY

ELIZABETH N. FRETWELL
CITY MANAGER

NOTICE OF PUBLIC HEARING

MAY 5, 2010

Pursuant to Las Vegas Municipal Code for the Abatement of Dangerous Buildings/Nuisance Code and/or Housing Code, NOTICE IS HEREBY GIVEN THAT ON **WEDNESDAY, MAY 5, 2010,** at the hour of **1:00 P.M.** in the City Council Chambers, 400 Stewart Avenue, Las Vegas, Nevada, the City Council will consider the REPORT OF EXPENSES submitted by the Director of Neighborhood Services for:

> Waiver and/or reduction of abatement costs, daily civil penalties and accrued interest for the violations on the property located at **4701 ALPINE PLACE – Case #67576.** The Director of Neighborhood Services certifies that abatement costs, daily civil penalties and accrued interest in the total sum of **$27,647.29 (after payment of $4,000.50)** were imposed. Owner of record: **DEUTSCHE NATIONAL BANK TR CO TRS – WARD 5 (BARLOW)**

If the City Council is satisfied with the report, it may order a lien of assessment recorded against the property. Any person affected by the proposed charge may file a written protest with the City Clerk any time prior to the hearing. Each protest must contain a description of the property and the grounds for the protest.

BEVERLY K. BRIDGES
CITY CLERK

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

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

Printed with environmentally friendly soy ink.

Spreadsheet of Charges Accrued

Five (5) inspections with three (3) failed inspections.

Inspections	Date	Fees	Late Fee	Penalties per failed inspection	Notes/Comments
1st inspection	7/3/08	N/C			Initial assessment
2nd Inspection	8/6/08	$120.00	$0.00	$0.00	Failed
3rd inspection	9/15/08	$0.00	$0.00	$0.00	Partial Pass*
4th 'inspection	10/14/08	$180.00	$0.00	$150.00	Failed
5th inspection	10/22/08	$0.00	$0.00	$0.00	Passed
Sub-total		$300.00	$0.00	$150.00	$450.00
Payments		-$300.00	$0.00	-$150.00	-$450.00
Sub-Total		**$0.00**	**$0.00**	**$0.00**	$0.00

* *a partial pass recognizes that the property owner was making some progress with correcting the violations.*

Abatement: Council Action on May 6, 2009

Contractor expenses: Hicks Unique Bldg Construction	$1,000.00
15% Administrative Fee	$150.00
Total	**$1150.00**

First Abatement	$1,150.00
Inspection Fees	$300.00
Late Fees	$0.00
Failed Inspection Penalties	$150.00
Daily Civil Penalty	$30,000.00
Interest thru 12/21/09	$47.79
Sub-Total	**$31,647.79**
Payment	**-$4000.50**
TOTAL	**27,647.29**

LAS VEGAS CITY COUNCIL

MAYOR
OSCAR B. GOODMAN

GARY REESE
(MAYOR PRO-TEM)
STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW
STAVROS S. ANTHONY

CITY MANAGER
ELIZABETH N. FRETWELL

April 23, 2010

Certified/Regular Mail
Return Receipt Requested

Bank Deutsche National TR CO TRS
c/o REO Department
P O Box 11000
Santa Ana, CA 92711-1000

4701 Alpine Place – Case 67576

Dear Property Owner/Representative:

At the City Council meeting(s) held on May 6, 2009 Agenda Item #50 was approved for a lien in the amount of $31,197.79 (including daily civil penalties in the amount of $30,000.00 and interest of $47.79). The hearing scheduled on May 5, 2010 will be a hearing to consider a request for a waiver and/or reduction of fees.

Please be advised you will be required to make a formal presentation before City Council stating your case.

If you have any questions concerning this procedure, please contact the Neighborhood Response Division located in the Department of Neighborhood Services, by telephoning (702)229-6615.

Sincerely,

Devin Smith, Manager
Neighborhood Response Division
Department of Neighborhood Services

DSS:ld

cc: AHMSI Inc.
Attention: Larry Akins
4600 Regent Blvd.
Irving, TX 75063

NEIGHBORHOOD SERVICES DEPARTMENT

DIRECTOR
STEPHEN K. HARSIN, AICP

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

VOICE 702.229.2330
FAX 702.382-3901
TTY 702.386.9108
www.lasvegasnevada.gov

City of Las Vegas Agenda Item No.: **82.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 5, 2010

DEPARTMENT: NEIGHBORHOOD SERVICES
DIRECTOR: STEPHEN K. HARSIN ☐ **Consent** ☒ **Discussion**

SUBJECT:
ABEYANCE ITEM - Hearing to consider the appeal regarding Ten (10) Day Vacate Nuisance Notice and Order to Comply located at 8149 Satin Carnation Lane. PROPERTY OWNER: JOHN S WATKINS - Ward 6 (Ross)

Fiscal Impact

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

PURPOSE/BACKGROUND:
The subject property was determined to be a public nuisance as defined in Las Vegas Municipal Title 9, dealing with nuisances. A Ten (10) Day Vacate Nuisance Notice and Order to Comply was mailed to the property owner to correct the public nuisance as defined in Las Vegas Municipal Code, Title 9.04.010 dealing with nuisances; and Las Vegas Municipal Code 16.08.010 Uniform Dangerous Building Code. A copy of the notice was also posted on the property. Today's hearing is to consider the Appeal to the Ten (10) Day Vacate Nuisance Notice and Order to Comply filed by John S. Watkins, owner and responsible party.

RECOMMENDATION:
That the City Council approve the Ten (10) Day Vacate Nuisance Notice and Order to Comply.

BACKUP DOCUMENTATION:
1. Agenda Memo
2. Location Maps
3. Nuisance Notice and Order to Comply
4. Appeal Letter from Appellant
5. Notice of Appeal
6. Rescheduled Hearing Notification

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: May 5, 2010
DEPARTMENT: Neighborhood Services
ITEM DESCRIPTION: ABEYANCE ITEM - Hearing to consider the appeal regarding the Ten (10) Day Vacate Nuisance Notice and Order to Comply located at 8149 Satin Carnation Lane. PROPERTY OWNER: JOHN S WATKINS – Ward 6 (Ross)

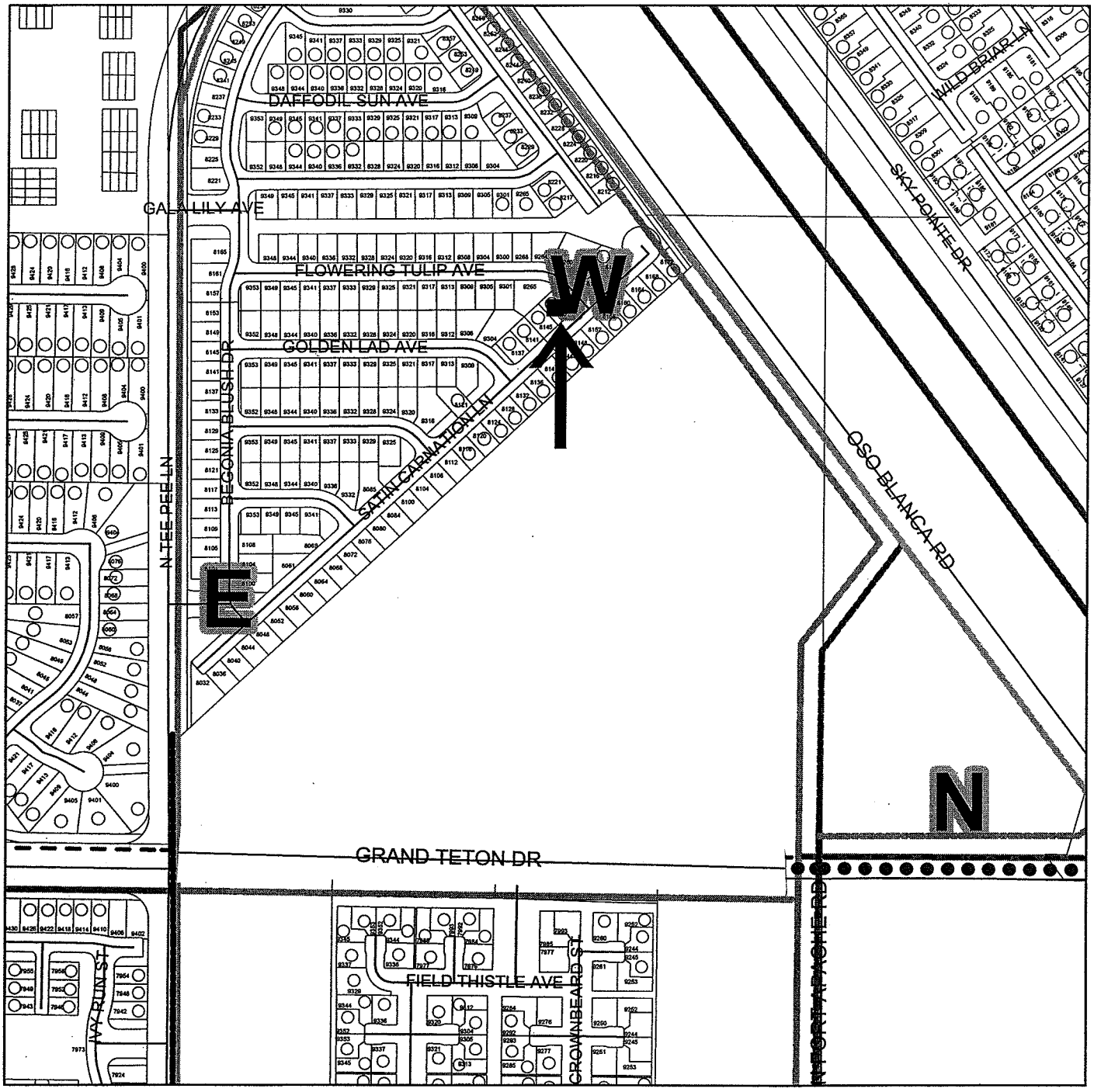
The subject property was deemed to be a public nuisance as defined in Las Vegas Municipal Code, Title 9, dealing with public nuisance.

A Ten (10) Day Vacate Nuisance Notice and Order to Comply was sent to the property owner by regular and certified mail requesting they correct the public nuisance as defined in Las Vegas Municipal Code, Title 9.04.010 dealing with nuisances; and Las Vegas Municipal Code 16.08.010 Uniform Dangerous Building Code. A copy of the notice was also posted on the property.

Today's hearing is to consider the appeal of the Ten (10) Day Vacate Nuisance Notice and Order to Comply filed by John S. Watkins, owner and responsible party.

8149 SATIN CARNATION LANE
CROSS STREETS - GRAND TETON//OSO BLANCA

City of Las Vegas Vicinity Map

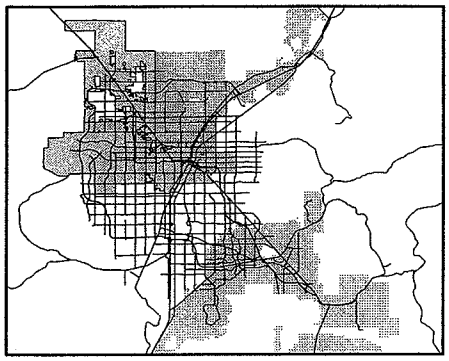


N

0 170 340 680 Feet

GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.
Geographic Information System
Planning & Development Dept.
702-229-6301

PLANNING & DEVELOPMENT



8149 SATIN CARNATION LANE
CROSS STREETS - GRAND TETON//OSO BLANCA

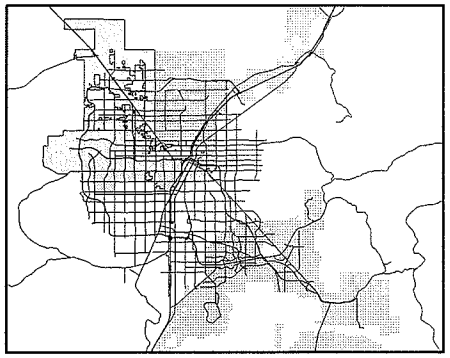
City of Las Vegas Vicinity Map

N

0 70 140 280 Feet

GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.
Geographic Information System
Planning & Development Dept.
702-229-6301

PLANNING & DEVELOPMENT
CITY OF LAS VEGAS



(4)

Inst #: 201003250002192
Fees: $17.00
N/C Fee: $0.00
03/25/2010 11:48:32 AM
Receipt #: 284877
Requestor:
LAS VEGAS CITY
Recorded By: STN Pgs: 4
DEBBIE CONWAY
CLARK COUNTY RECORDER

NEIGHBORHOOD SERVICES DEPARTMENT
DIRECTOR
STEPHEN K. HARSIN, AICP

NOTICE AND ORDER

APN: 12507815025

Date: March 18, 2010
Case # 86628

Certified/Regular Mail
Return Receipt Requested

WATKINS JOHN S
8149 SATIN CARNATION LN
LAS VEGAS, NV 89166-3768

TEN (10) DAY VACATE NUISANCE NOTICE AND ORDER TO COMPLY

You are hereby notified as recorded owner(s) of the building(s) located at 8149 SATIN CARNATION LN., Las Vegas, NV, Parcel #(s) 12507815025, that the Building Official or his designee has determined that the aforementioned building(s) is substandard and dangerous. Said building(s) is substandard and dangerous and declared a public nuisance as described under Las Vegas Municipal Code (LVMC) 9.04.010 and Section 202 of the Uniform Housing Code and, therefore, must be vacated.

The following is a brief description of the violations:
16.08.010 UDB SEC 403

: LVMC 16.08.010 Uniform Dangerous Building Code
Section 403 - Repair, Vacation and Demolition

The following standards shall be followed by the building official(and by the board of appeals if an appeal is taken) in ordering the repair, vacation and demolition of any dangerous building or structure:

1. Any buildings declared a dangerous building under this code shall be make to comply with one of the following:

LAS VEGAS CITY COUNCIL
MAYOR OSCAR B. GOODMAN
MAYOR PRO TEM GARY REESE • STEVE WOLFSON • LOIS TARKANIAN
STEVEN D. ROSS • RICKI Y. BARLOW • STAVROS S. ANTHONY
CITY MANAGER ELIZABETH N. FRETWELL

Return to: CITY OF LAS VEGAS • 400 STEWART AVENUE • LAS VEGAS, NEVADA 89101
VOICE 702.229.2330 • FAX 702.382.3901 • TTY 702.386.9108 • www.lasvegasnevada.gov

1.1 The building shall be repaired in accordance with the current building code or other current code applicable to the type of substandard conditions requiring repair; or

1.2 The building shall be demolished at the option of the building owner; or

1.3 If the building does not constitute an immediate danger to the life, limb, property or safety of the public it may be vacated, secured and maintained against entry.

2. If the building or structure is in such condition as to make it immediately dangerous to the life, limb property or safety of the public or its occupants, it shall be ordered to be vacated.

3. If any building is vacated in order for repairs to be made in compliance with an order issued under this Code, a certificate of occupancy must be obtained upon completion of the repairs before reoccupancy will be permitted.

Case #	Violation Location	Violation Comments
86628	House	Obtain required electrical service or vacate residence.

HC-SEC 701.2 ELECTRICAL EQUIP

: LVMC 9.04.010 Public Nuisance (2) Any violation of Title 16, including violations of the codes pertaining to building, construction, housing, and fire safety adopted thereunder.

LVMC 16.20 Housing Code Chapter 7 Mechanical Requirements Section 701.2 Electrical Equipment. All electrical equipment, wiring and appliances shall be installed and maintained in a safe manner in accordance with all applicable laws. All electrical equipment shall be of an approved type.

Where there is electrical power available within 300 feet (91.4m) of any building, such building shall be connected to such electrical power. Every habitable room shall contain at least two electrical convenience outlets or one convenience outlet and one electric light fixture. Every water closet compartment, bathroom, laundry room, furnace room and public hallway shall contain at least one electric light fixture.

Case #	Violation Location	Violation Comments
86628	House	House may not be occupied without proper electrical service.

Post: No Trespassing (per NRS 207.200), No Dumping (per NRS 444.630), No Vehicles (per LVMC 10.78.020 & 11.24.020) sign on site to deter illegal activity and prevent future violations. All trespassers, squatters, and anyone unable to prove occupancy must vacate premises

within 10 days of posting of this notice.

Upon correction of violation(s), the responsible party; being resident, tenant, owner, or manager, licensee or other person having control over a structure or parcel of land, must maintain the property in compliance or face possible fees, fines, and any such enforcement as permitted by this code.

Responsible party must provide contact information to this department. Contact area code enforcement officer 34 at (702)229-5183 to supply your current phone number, email address, fax number, or additional mailing address.

Property is substandard and is occupied with an illegal use and has been declared a public nuisance under Section 202 and 401 of the 1994 Uniform Housing Code. Property must be vacated by March 29, 2010.

Because the building(s) is being used contrary to the provisions of the Uniform Housing Code, Uniform Administrative Code, International Building Code, and Zoning Code, the Building Official or his designee orders WATKINS JOHN S owner(s) of the building, to vacate the building(s) by **March 29, 2010**. You must contact the City of Las Vegas Department of Building and Safety at (702) 229-6251 when the building(s) has been vacated and all openings (i.e. windows, doors) are boarded and secured. Before re-entry, the building(s) or any portion of it needs to be inspected and approved prior to occupancy.

If these orders are not complied with, you are hereby given notice that the Building Official or his designee will proceed to vacate the building(s), cut off electrical power secure the building and charge the cost against the property or its owner(s). As the property owner(s), you will be responsible for all costs incurred. In this event, you will be notified of a public hearing to be conducted by the City Council to review the costs, and their decision shall be final and conclusive. Upon approval of the costs by the City Council, a Lien of Assessment shall be filed with the County Recorder's Office, certified copies of the lien given to the County Treasurer, and the amount of the Lien of Assessment shall then be collected at the same time and in the same manner as ordinary property taxes. All laws applicable to the levy, collection and enforcement of property taxes shall be applicable to such assessment.

LVMC 9.04.020 authorizes the City of Las Vegas to assess and collect a re-inspection fee of $120.00 if the violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of $180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a $180 re-inspection fee + a $150.00 civil penalty will be assessed; on the 3rd re-inspection a $180 re-inspection fee + a $300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a $180 re-inspection fee + a $500.00 civil penalty. Additionally, every person who

causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred ($500.00) dollars per day, or for commercial properties; civil penalties of not more than one thousand ($1000.00) per day, for each day that any nuisance remained unabated after the date specified for abatement in the notice of violation. The $500.00 or $1000 daily civil penalty will be determined at the discretion of the city council. Any and all unpaid fees are subject to collection and/or liens.

If you disagree with the assessment of Neighborhood Response, then within ten days after service of the notice of violation, the owner or responsible party may appeal to the City Council. Such appeal shall be in writing and shall be filed with the City Clerk. Within fifteen days after the appeal has been filed, the appellant shall be given written notice of the procedure and time frame for the hearing of the appeal. The appeal shall be heard by the City Council or by the Council's designee, with a right of final appeal to the Council. The decision of the City Council or the council's designee, in cases where a owner or responsible party failing to appeal as provided in this Section shall be deemed to have waived any and all objections to the existence of a public nuisance and the abatement of such nuisance.

BY ORDER OF

Christopher Knight, Director
Department of Building and Safety

Stephen K. Harsin, AICP
Director Neighborhood Services Department
And/or The City Council or Designee City Council
City of Las Vegas
C/O the Las Vegas City Clerk

March 29, 2010

RE: Case # 86628, APNH: 12507815025

As the designated responsible party residing at 8149 satin Carnation Lane, Las Vegas Nevada 89166 do hereby make written notice that I disagree with the neighborhood response classifying my home as a "public nuisance" and that the home must be vacated and boarded up with the possibility of being destroyed and respectfully request that the City Council or it's designee hear and evaluate my appeal.

Thank you for your time and I look forward to a logical and fair resolution to this matter.

Sincerely yours;

John Sherman Watkins
8149 Satin Carnation Lane
Las Vegas, Nevada 89166
(702)591-7863

RECEIVED
CITY CLERK
2010 MAR 29 P 3:45

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW
STAVROS S. ANTHONY

ELIZABETH N. FRETWELL
CITY MANAGER

March 30, 2009

CERTIFIED & REGULAR MAIL

Mr. John Sherman Watkins
8149 Satin Carnation Lane
Las Vegas, Nevada 89166

Re: Appeal of the Notice and Order to Comply for property located at 8149 Satin Carnation Lane, Case #86628

Dear Mr. Watkins:

You are hereby notified that a hearing has been scheduled before the Las Vegas City Council at 400 Stewart Avenue, Las Vegas, Nevada on the 21st day of April, 2010, at the hour of 1:00 p.m. This hearing is in response to the Appeal received by the Las Vegas City Clerk on March 29, 2010, requesting the same, concerning the Notice and Order to Comply for property located at 8149 Satin Carnation Lane.

You may be present at the hearing. You may be, but need not be, represented by counsel. You may present any relevant evidence and will be given full opportunity to cross-examine all witnesses testifying against you.

If you have any questions or need further information please do not hesitate to contact Devin Smith, Manager, Neighborhood Response at 229-6615.

Sincerely,

Vicky Skilbred

Vicky Skilbred, CMC
Acting City Clerk

cc: Stephen Harsin, Director, Neighborhood Services
Devin Smith, Manager, Neighborhood Response
Daniel Still, Deputy City Attorney
Michelle Thackston, Ward 6 Executive Assistant

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

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

FM-0044-08-09

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CITY of LAS VEGAS

OFFICE OF THE CITY CLERK
CITY HALL
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101-2986

CERTIFIED MAIL™

7007 3020 0003 1596 9938

UNITED STATES POSTAGE
PITNEY BOWES
02 1M
0004279218
$ 05.54⁰
MAR 30 2010
MAILED FROM ZIP CODE 89101

2010 APR 19 A 10:56

CITY

04/21/2010

Case #86628

LN
3/31/10

Mr. John Sherm
8149 Satin Carn
Las Vegas, Nev

NIXIE 891 5E 1 00 04/17/10
RETURN TO SENDER
UNCLAIMED
UNABLE TO FORWARD
BC: 89101299599 *0779-17555-90-40

89166376
89101@2986

LAS VEGAS CITY COUNCIL

MAYOR
OSCAR B. GOODMAN

GARY REESE, WARD 3
(MAYOR PRO-TEM)
STEVE WOLFSON, WARD 2
LOIS TARKANIAN, WARD 1
STEVEN D. ROSS, WARD 6
RICKI Y. BARLOW, WARD 5
STAVROS S. ANTHONY, WARD 4

CITY MANAGER
ELIZABETH N. FRETWELL

NEIGHBORHOOD
SERVICES DEPARTMENT

DIRECTOR
STEPHEN K. HARSIN, AICP

April 22, 2010

CASE #86628
Certified/Regular Mail
Return Receipt Requested

John S. Watkins
8149 Satin Carnation Lane
Las Vegas, NV 89166-3768

RE: Notice of Abeyance – 8149 Satin Carnation Lane

Dear Property Owner:

At the City Council meeting held on April 21, 2010, Agenda Item #78 was held in abeyance and is now scheduled to be heard on May 5, 2010. This will be a hearing regarding your request for appeal.

If you have any questions concerning this procedure, please contact the Neighborhood Response Division located in the Department of Neighborhood Services, by telephoning (702) 229-6615.

Sincerely,

Devin S. Smith, Manager
Neighborhood Response Division
Department of Neighborhood Services

DS:ld

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

VOICE 702.229.2330
FAX 702.598-3938
TTY 702 386.3045
www.lasvegasnevada.gov

City of Las Vegas Agenda Item No.: **83.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 5, 2010

DEPARTMENT: NEIGHBORHOOD SERVICES
DIRECTOR: STEPHEN K. HARSIN ☐ **Consent** ☒ **Discussion**

SUBJECT:
Hearing and possible action to consider the appeal regarding Thirty (30) Day Vacate Nuisance Notice and Order to Comply located at 615 East Carson Avenue. PROPERTY OWNER: LIG LAND DEVELOPMENT LLC - Ward 3 (Reese)

Fiscal Impact

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

PURPOSE/BACKGROUND:
The subject property was determined to be a public nuisance as defined in Las Vegas Municipal Title 9, dealing with nuisances and dangerous building as described under Las Vegas Municipal Code 16.08.010 Uniform Dangerous Building Code Section 403 and Las Vegas Municipal Code 16.20 Housing Code Chapter 10 Substandard Buildings. A copy of the notice was also posted on the property. Today's hearing is to consider the Appeal to the Nuisance Notice and Order to Comply filed by R. Duane Frizell, Esq., representative of LIG Land Development, LLC, owner and responsible party.

RECOMMENDATION:
That the City Council approve the Nuisance Notice and Order to Comply.

BACKUP DOCUMENTATION:
1. Agenda Memo
2. Location Maps
3. Nuisance Notice and Order to Comply
4. Appeal Letter from Appellant
5. Notice of Appeal

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: MAY 5, 2010
DEPARTMENT: Neighborhood Services
ITEM DESCRIPTION: Hearing and possible action to consider the appeal regarding the Thirty (30) Day Vacate Nuisance Notice and Order to Comply located at 615 East Carson Avenue. PROPERTY OWNERS: LIG LAND DEVELOPMENT LLC – Ward 3 (Reese)

The subject property was deemed to be a public nuisance as defined in Las Vegas Municipal Code, Title 9, dealing with public nuisance.

A Thirty (30) Day Vacate Nuisance Notice and Order to Comply was sent to the property owner by regular and certified mail requesting they correct the public nuisance as defined in Las Vegas Municipal Code, Title 9.04 .010 dealing with nuisances, and Las Vegas Municipal Code 16.08.010 Uniform Dangerous Building Code. A copy of the notice was also posted on the property.

Today's hearing is to consider the appeal of the Thirty (30) Day Vacate Nuisance Notice and Order to Comply filed by R. Duane Frizell, Esq., representative of LIG Land Development, LLC, owner and responsible party.

(9)

Inst #: 201003250002206
Fees: $22.00
N/C Fee: $0.00
03/25/2010 11:48:32 AM
Receipt #: 284877
Requestor:
LAS VEGAS CITY
Recorded By: STN Pgs: 9
DEBBIE CONWAY
CLARK COUNTY RECORDER

NEIGHBORHOOD SERVICES DEPARTMENT
DIRECTOR
STEPHEN K. HARSIN, AICP

NOTICE AND ORDER

APN: 13934611041

Date: March 17, 2010
Case # 79410

Certified/Regular Mail
Return Receipt Requested

LIG LAND DEVELOPMENT L L C
785 COLUMBUS AVE
SAN FRANCISCO, CA 94133-2732

THIRTY (30) VACATE NUISANCE NOTICE AND ORDER TO COMPLY

You are hereby notified as recorded owner(s) of the building(s) located at 615 E CARSON AVE., Las Vegas, NV, Parcel #(s) 13934611041, that the Building Official or his designee has determined that the aforementioned building(s) is substandard and dangerous. Said building(s) is substandard and dangerous and declared a public nuisance as described under Las Vegas Municipal Code (LVMC) 9.04.010 and Section 202 of the Uniform Housing Code and, therefore, must be vacated.

The following is a brief description of the violations:
16.08.010 UDB SEC 403

: LVMC 16.08.010 Uniform Dangerous Building Code
Section 403 - Repair, Vacation and Demolition

The following standards shall be followed by the building official(and by the board of appeals if an appeal is taken) in ordering the repair, vacation and demolition of any dangerous building or structure:

1. Any buildings declared a dangerous building under this code shall be make to comply with one of the following:

1.1 The building shall be repaired in accordance with the current building code or other current

LAS VEGAS CITY COUNCIL
MAYOR OSCAR B. GOODMAN
MAYOR PRO TEM GARY REESE • STEVE WOLFSON • LOIS TARKANIAN
STEVEN D. ROSS • RICKI Y. BARLOW • STAVROS S. ANTHONY
CITY MANAGER ELIZABETH N. FRETWELL

Return to: CITY OF LAS VEGAS • 400 STEWART AVENUE • LAS VEGAS, NEVADA 89101
VOICE 702.229.2330 • FAX 702.382.3901 • TTY 702.386.9108 • www.lasvegasnevada.gov

code applicable to the type of substandard conditions requiring repair; or

1.2 The building shall be demolished at the option of the building owner; or

1.3 If the building does not constitute an immediate danger to the life, limb, property or safety of the public it may be vacated, secured and maintained against entry.

2. If the building or structure is in such condition as to make it immediately dangerous to the life, limb property or safety of the public or its occupants, it shall be ordered to be vacated.

3. If any building is vacated in order for repairs to be made in compliance with an order issued under this Code, a certificate of occupancy must be obtained upon completion of the repairs before reoccupancy will be permitted.

Case #	Violation Location	Violation Comments
79410	ENTIRE BUILDING	OBTAIN LICENSED CONTRATOR TO MAKE ALL REPAIRS OR VACATE BY REQUIRED TIMEFRAME

HC- 202 SUBSTANDARD BLDG

: LVMC 9.04.010 Public Nuisance (2) Any violation of Title 16, including violations of the codes pertaining to building, construction, housing, and fire safety adopted thereunder.

LVMC 16.20 Housing Code- Section 202- Substandard Buildings Buildings or portions thereof which are determined to be substandard as defined in this code are hereby declared to be public nuisance and shall be abated by repair, rehabilitation, demolition or removal in accordance with the procedure specified in Chapter 11 of this code.

Case #	Violation Location	Violation Comments
79410	UNITS	Carpet filthy, walls filthy, mold in shower enclosure, no towels, sheets, pillows, pillowcases,no toilet paper, no bed sheets or blankets, etc.

HC- SEC 701.1 HEATING

: LVMC 9.04.010 Public Nuisance (2) Any violation of Title 16, including violations of the codes pertaining to building, construction, housing, and fire safety adopted thereunder.

LVMC 16.20 Housing Code Chapter 7 Mechanical Requirements
Section 701.1 Heating. Dwelling units, guest rooms and congregate residences shall be provided with heating facilities capable of maintaining a room temperature of 70 degrees F (21.1 C) at a point 3 feet (914 mm) above the floor in all habitable rooms. Such facilities shall be installed and maintained in a safe condition and in accordance with Section 3102 of the

Building Code, the Mechanical Code, and all other applicable laws. Unvented fuel-burning heaters are not permitted. All heating devices or appliances shall be of an approved type.

1. Cooling Facilities and Cooking Equipment. If a dwelling unit or guest room has been provided with cooling facilities or cooking equipment, or both, such facilities and equipment shall be maintained in a safe working condition or replaced.

Case #	Violation Location	Violation Comments
79410	Both Buildings	Heating appliances are either missing entirely or existing do not work adequatley to provide heat

HC-1001.2 INADEQUATE SANIT. 12

: LVMC 9.04.010 Public Nuisance (2) Any violation of Title 16, including violations of the codes pertaining to building, construction, housing, and fire safety adopted thereunder.

LVMC 16.20 Housing Code Chapter 10 Substandard Buildings Section 1001.1 General. Any building or portion thereof which is determined t be an unsafe building in accordance with Section 12 of the Building Code; or any building or portion thereof, including any dwelling unit, guest room or suite of rooms, or the premises on which the same is located, in which there exists any of the conditions referenced in this section to an extent that endangers the life, limb, heath, property, safety or welfare of the public or the occupants thereof f shall be deemed and hereby are declared to be substandard buildings.

1001. 2 Inadequate Sanitation.
Buildings or portions thereof shall be deemed substandard when they are unsanitary. Inadequate sanitation shall include, but not be limited to, the following:

12. Infestation of insects, vermin or rodents as determined by the health officer.

Case #	Violation Location	Violation Comments
79410	Both Buildings	Owner is not providing pest control to abate infestation of bed bugs and roaches

HC-1001.2 INADEQUATE SANIT. 13

: LVMC 9.04.010 Public Nuisance (2) Any violation of Title 16, including violations of the codes pertaining to building, construction, housing, and fire safety adopted thereunder.

LVMC 16.20 Housing Code Chapter 10 Substandard Buildings Section 1001.1 General. Any building or portion thereof which is determined t be an unsafe building in accordance with Section 12 of the Building Code; or any building or portion thereof, including any dwelling unit, guest room or suite of rooms, or the premises on which the same is located, in which there

exists any of the conditions referenced in this section to an extent that endangers the life, limb, heath, property, safety or welfare of the public or the occupants thereof f shall be deemed and hereby are declared to be substandard buildings.

1001. 2 Inadequate Sanitation.
Buildings or portions thereof shall be deemed substandard when they are unsanitary. Inadequate sanitation shall include, but not be limited to, the following:

13. General dilapidation or improper maintenance.

Case #	Violation Location	Violation Comments
79410	Both Buildings	units not being maintained- general dilapadation

HC-1001.2 INADEQUATE SANIT. 6

: LVMC 9.04.010 Public Nuisance (2) Any violation of Title 16, including violations of the codes pertaining to building, construction, housing, and fire safety adopted thereunder.

LVMC 16.20 Housing Code Chapter 10 Substandard Buildings Section 1001.1 General. Any building or portion thereof which is determined t be an unsafe building in accordance with Section 12 of the Building Code; or any building or portion thereof, including any dwelling unit, guest room or suite of rooms, or the premises on which the same is located, in which there exists any of the conditions referenced in this section to an extent that endangers the life, limb, heath, property, safety or welfare of the public or the occupants thereof f shall be deemed and hereby are declared to be substandard buildings.

1001. 2 Inadequate Sanitation.
Buildings or portions thereof shall be deemed substandard when they are unsanitary. Inadequate sanitation shall include, but not be limited to, the following:

6. Lack of adequate heating facilities.

Case #	Violation Location	Violation Comments
79410	UNITS	All habitable rental units require adequate heating appliance to make the room habitable

HC-SEC 1001.5 HAZ ELECTRICAL

: LVMC 9.04.010 Public Nuisance (2) Any violation of Title 16, including violations of the codes pertaining to building, construction, housing, and fire safety adopted thereunder.

LVMC 16.20 Housing Code Chapter 10 Substandard Buildings Section 1001.5 Hazardous

Electrical Wiring

Case #	Violation Location	Violation Comments
79410	Both Buildings-service	All wiring conductors shall be installed to code not allowed to have exposed conductors

R307 TOILET, BATH & SHOWER

: LVMC 16.04.010 International Residential Code for One- and Two-Family Dwellings, 2006 Edition and Southern Nevada Supplement

SECTION R307 TOILET, BATH AND SHOWER SPACES

R307.1 Space required.
Fixtures shall be spaced as per Figure R307.1.

R307.2 Bathtub and shower spaces.
Bathtub and shower floors and walls above bathtubs with installed shower heads and in shower compartments shall be finished with a nonabsorbent surface. Such wall surfaces shall extend to a height of not less than 6 feet (1829 mm) above the floor.

Case #	Violation Location	Violation Comments
79410	Bath and Showers	Required plumbing fixtures are leaking and/or not working , mold in shower stalls.

R311 MEANS OF EGRESS

: LVMC 16.04.010 International Residential Code for One- and Two-Family Dwellings, 2006 Edition and Southern Nevada Supplement

R311 MEANS OF EGRESS

Case #	Violation Location	Violation Comments
79410	Front entry door	Doors may not open over steps, there shall be a landing on both sides of the door.
79410	Rear exit door	Commercial equipment required for this type building

R313 SMOKE ALARMS

: LVMC 16.04.010 International Residential Code for One- and Two-Family Dwellings, 2006 Edition and Southern Nevada Supplement

SECTION R313 SMOKE ALARMS

R313.1 Smoke detection and notification.
All smoke alarms shall be listed in accordance with UL 217 and installed in accordance with the provisions of this code and the household fire warning equipment provisions of NFPA 72. Household fire alarm systems installed in accordance with NFPA 72 that include smoke alarms, or a combination of smoke detector and audible notification device installed as required by this section for smoke alarms, shall be permitted. The household fire alarm system shall provide the same level of smoke detection and alarm as required by this section for smoke alarms in the event the fire alarm panel is removed or the system is not connected to a central station.

R313.2 Location.
Smoke alarms shall be installed in the following locations:
1. In each sleeping room.
2. Outside each separate sleeping area in the immediate vicinity of the bedrooms.
3. On each additional story of the dwelling, including basements but not including crawl spaces and uninhabitable attics. In dwellings or dwelling units with split levels and without an intervening door between the adjacent levels, a smoke alarm installed on the upper level shall suffice for the adjacent lower level provided that the lower level is less than one full story below the upper level.
When more than one smoke alarm is required to be installed within an individual dwelling unit the alarm devices shall be interconnected in such a manner that the actuation of one alarm will activate all of the alarms in the individual unit.

R313.2.1 Alterations, repairs and additions.
When alterations, repairs or additions requiring a permit occur, or when one or more sleeping rooms are added or created in existing dwellings, the individual dwelling unit shall be equipped with smoke alarms located as required for new dwellings; the smoke alarms shall be interconnected and hard wired.

R313.3 Power source.
In new construction, the required smoke alarms shall receive their primary power from the building wiring when such wiring is served from a commercial source, and when primary power is interrupted, shall receive power from a battery. Wiring shall be permanent and without a disconnecting switch other than those required for overcurrent protection. Smoke alarms shall be permitted to be battery operated when installed in buildings without commercial power or in buildings that undergo alterations, repairs or additions regulated by Section R313.2.1.

Case #	Violation Location	Violation Comments

79410	ALL SLEEPING	All sleeping rooms require at least one working battery operated smoke detector/alarm

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Post: No Trespassing (per NRS 207.200), No Dumping (per NRS 444.630), No Vehicles (per LVMC 10.78.020 & 11.24.020) sign on site to deter illegal activity and prevent future violations. All trespassers, squatters, and anyone unable to prove occupancy must vacate premises within 30 days of posting of this notice.

Upon correction of violation(s), the responsible party; being resident, tenant, owner, or manager, licensee or other person having control over a structure or parcel of land, must maintain the property in compliance or face possible fees, fines, and any such enforcement as permitted by this code.

Responsible party must provide contact information to this department. Contact area code enforcement officer 20 at (702)229-1613 to supply your current phone number, email address, fax number, or additional mailing address.

Property is substandard and is occupied with an illegal use and has been declared a public nuisance under Section 202 and 401 of the 1994 Uniform Housing Code. Property must be vacated by April 18, 2010.

Because the building(s) is being used contrary to the provisions of the Uniform Housing Code, Uniform Administrative Code, International Building Code, and Zoning Code, the Building Official or his designee orders LIG LAND DEVELOPMENT L L C owner(s) of the building, to vacate the building(s) by **April 18, 2010**. You must contact the City of Las Vegas Department of Building and Safety at (702) 229-6251 when the building(s) has been vacated and all openings (i.e. windows, doors) are boarded and secured. Before re-entry, the building(s) or any portion of it needs to be inspected and approved prior to occupancy.

If these orders are not complied with, you are hereby given notice that the Building Official or his designee will proceed to vacate the building(s), cut off electrical power secure the building and charge the cost against the property or its owner(s). As the property owner(s), you will be responsible for all costs incurred. In this event, you will be notified of a public hearing to be conducted by the City Council to review the costs, and their decision shall be final and conclusive. Upon approval of the costs by the City Council, a Lien of Assessment shall be filed with the County Recorder's Office, certified copies of the lien given to the County Treasurer, and the amount of the Lien of Assessment shall then be collected at the same time and in the same manner as ordinary property taxes. All laws applicable to the levy, collection and enforcement of property taxes shall be applicable to such assessment.

LVMC 9.04.020 authorizes the City of Las Vegas to assess and collect a re-inspection fee of $120.00 if the violation(s) are not brought into compliance by the re-inspection date on this

notice. An additional fee of $180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a $180 re-inspection fee + a $150.00 civil penalty will be assessed; on the 3rd re-inspection a $180 re-inspection fee + a $300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a $180 re-inspection fee + a $500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred ($500.00) dollars per day, or for commercial properties; civil penalties of not more than one thousand ($1000.00) per day, for each day that any nuisance remained unabated after the date specified for abatement in the notice of violation. The $500.00 or $1000 daily civil penalty will be determined at the discretion of the city council. Any and all unpaid fees are subject to collection and/or liens.

If you disagree with the assessment of Neighborhood Response, then within ten days after service of the notice of violation, the owner or responsible party may appeal to the City Council. Such appeal shall be in writing and shall be filed with the City Clerk. Within fifteen days after the appeal has been filed, the appellant shall be given written notice of the procedure and time frame for the hearing of the appeal. The appeal shall be heard by the City Council or by the Council's designee, with a right of final appeal to the Council. The decision of the City Council or the council's designee, in cases where a owner or responsible party failing to appeal as provided in this Section shall be deemed to have waived any and all objections to the existence of a public nuisance and the abatement of such nuisance.

BY ORDER OF

Christopher Knight, Director
Department of Building and Safety

JONATHAN C. CALLISTER*
*LLM in Tax Law
jcallister@callisterfrizell.com

CALLISTER & FRIZELL
Attorneys at Law

R. DUANE FRIZELL**
** Licensed in NV, NM &TX
dfrizell@callisterfrizell.com

8275 S. EASTERN AVE. SUITE 200
LAS VEGAS, NEVADA 89123
TELEPHONE (702) 657-6000
FACSIMILE (702) 657-0065
www.callisterfrizell.com

March 26, 2010

NOTICE OF APPEAL

VIA FACSIMILE TO: (702) 382-4803
AND REGULAR MAIL

2010 MAR 26 P 2:08
RECEIVED
CITY CLERK

Beverly Bridges, City Clerk
City Hall, First Floor
400 Stewart Avenue
Las Vegas, Nevada 89101

Re: LIG LAND DEVELOPMENT, LLC
Notice and Order from Neighborhood Services Department
Case No.: 79410
APN: 13934611041
Address: 615 E. Carson Ave., Las Vegas, Nevada / 201 S 6th Street, Las Vegas, Nevada
Our File No.: 001016.2

Dear Ms. Bridges:

Please be advised that I represent LIG LAND DEVELOPMENT, LLC ("LIG"). Pursuant to Section 9.04.070 of the Las Vegas, Nevada Code of Ordinances, this constitutes LIG's formal notice of appeal concerning, LIG LAND DEVELOPMENT, LLC, Notice and Order from Neighborhood Services Department, Case No.: 79410, APN: 13934611041, Address: 615 E. Carson Ave., Las Vegas, Nevada and 201 S 6th Street, Las Vegas, Nevada. I have enclosed a copy of the Notice and Order for your file.

Please direct all future correspondence regarding this matter to my attention on behalf of LIG. We look forward to receiving the notice of the procedure and time frame for hearing of the appeal.

Please feel free to contact me with any questions or comments. I appreciate your prompt attention to this matter.

Sincerely,
CALLISTER & FRIZELL

R. DUANE FRIZELL, ESQ.
For the Firm

RDF/dh

Enclosure – Notice and Order.

cc: Christopher Knight, Director *(via regular mail only w/out enclosure)*
Department of Building and Safety
731 S. Fourth Street
Las Vegas, Nevada 89101

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW
STAVROS S. ANTHONY

ELIZABETH N. FRETWELL
CITY MANAGER

March 29, 2010

CERTIFIED & REGULAR MAIL

R. Duane Frizell, Esq.
Callister & Frizell
8275 South Eastern Avenue, Suite 200
Las Vegas, Nevada 89123

Re: Appeal of the Notice and Order to Comply for property located at 615 East Carson Avenue/201 South Sixth Street, Case #79410

Dear Mr. Frizell:

You are hereby notified that a hearing has been scheduled before the Las Vegas City Council at 400 Stewart Avenue, Las Vegas, Nevada on the 21st day of April, 2010, at the hour of 1:00 p.m. This hearing is in response to the Appeal received by the Las Vegas City Clerk on March 26, 2010, requesting the same, concerning the Notice and Order to Comply for property located at 615 East Carson Avenue/201 South Sixth Street.

You may be present at the hearing. You may present any relevant evidence and will be given full opportunity to cross-examine all witnesses testifying against your client.

If you have any questions or need further information please do not hesitate to contact Devin Smith, Manager, Neighborhood Response at 229-6615.

Sincerely,

Vicky Skilbred

Vicky Skilbred, CMC
Acting City Clerk

cc: Stephen Harsin, Director, Neighborhood Services
Devin Smith, Manager, Neighborhood Response
Daniel Still, Deputy City Attorney
Gia Rodriguez, Ward 3 Executive Assistant
Tanya Jackson, Ward 5 Executive Assistant

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

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

FM-0044-08-09

Printed with environmentally friendly soy ink.

City of Las Vegas Agenda Item No.: **84.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: MAY 5, 2010

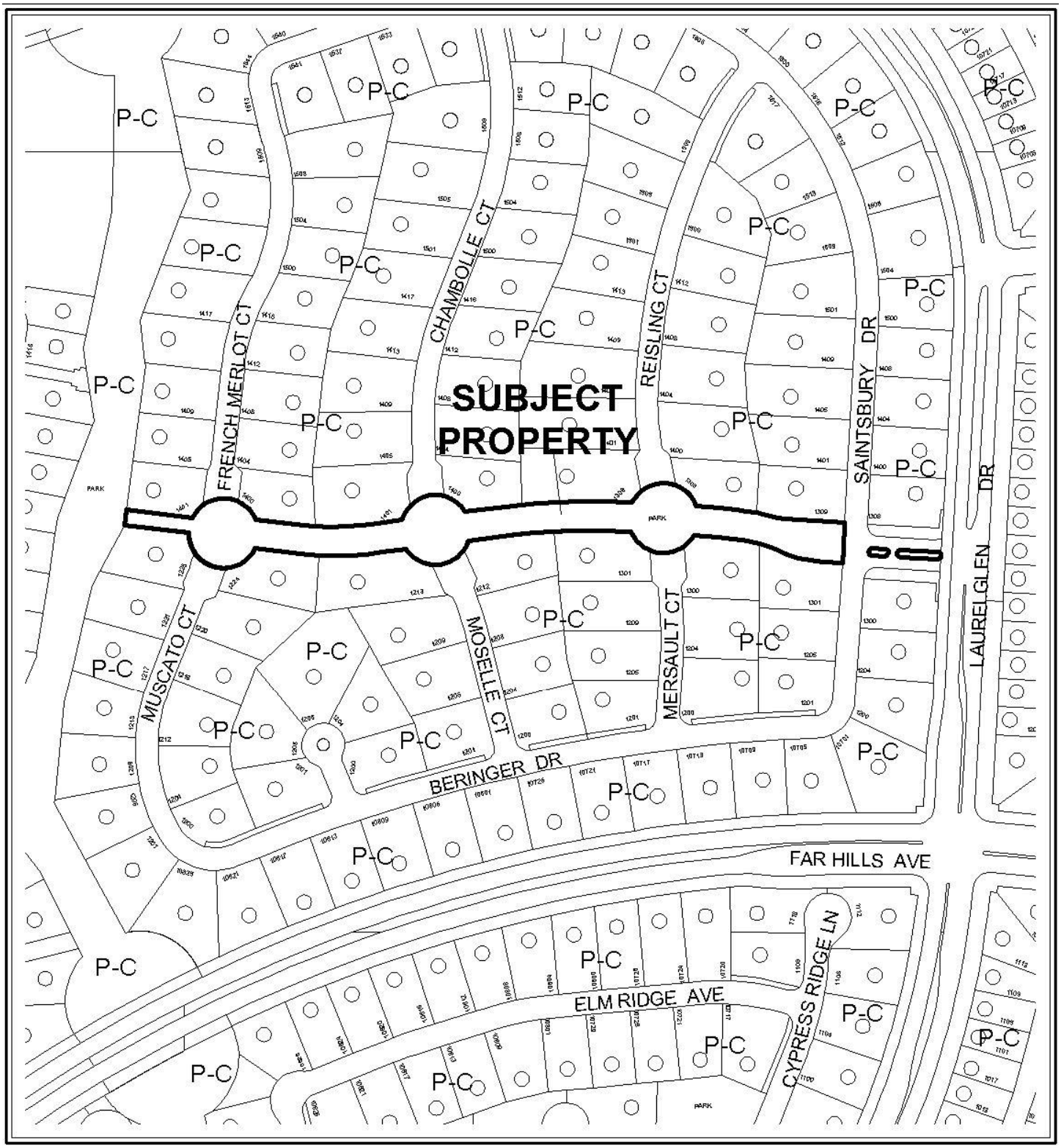
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
DIR-37786 - WATER FEATURE EXEMPTION – NON-PUBLIC HEARING - APPLICANT: VINEYARDS VICE PRESIDENT - OWNER: VINEYARDS COMMUNITY ASSOCIATION - Request for a Water Feature Exemption FOR THREE (3) 225 SQUARE-FOOT WATER FEATURES (TOTALING 675 SQUARE FEET) at 1214 Moselle Court (APN 137-25-118-032), P-C (Planned Community) Zone, Ward 2 (Wolfson). Staff recommends APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
Staff recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Justification Letter

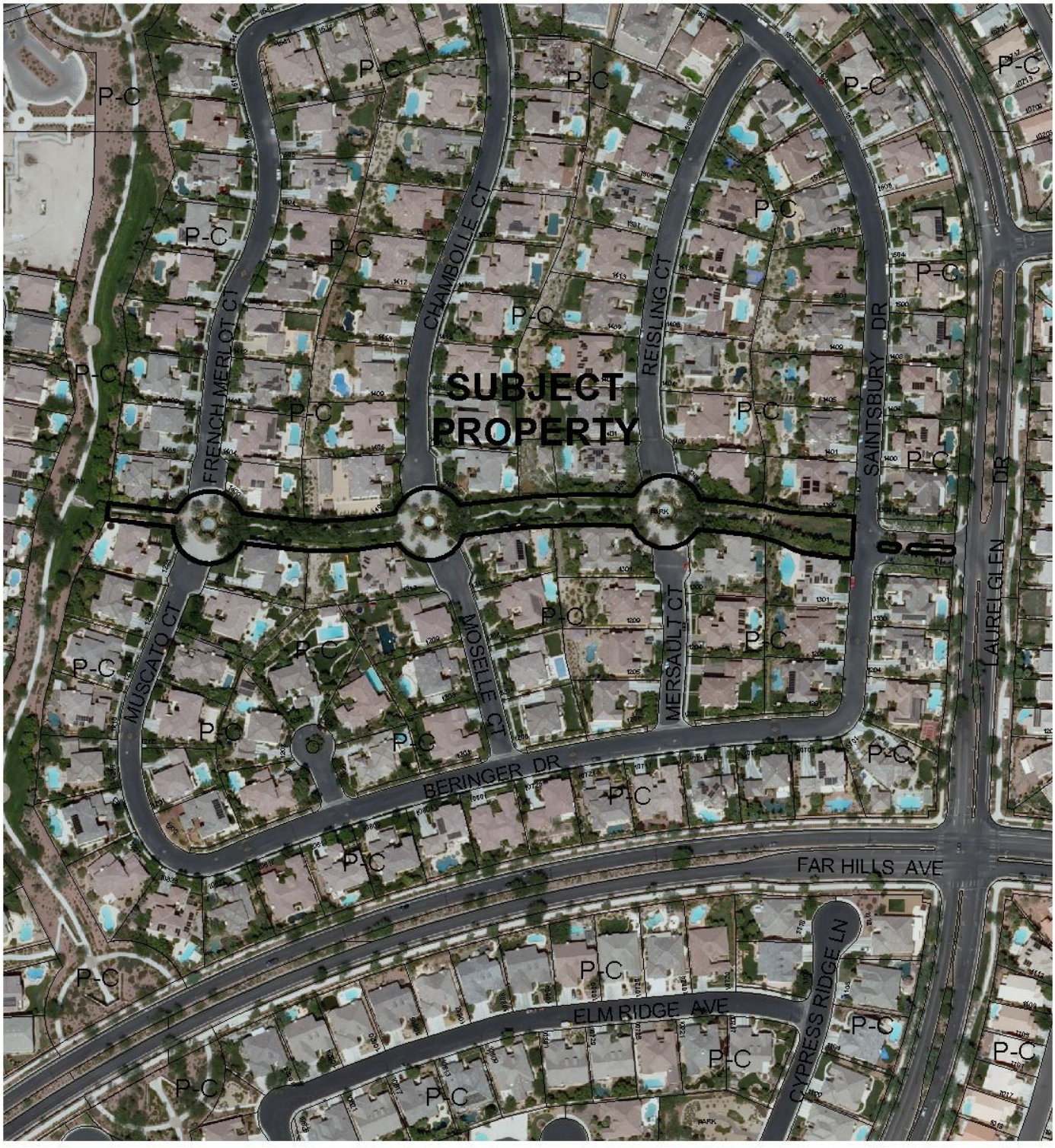


0 300 600 Feet

CASE: **DIR-37786**

ZONING OF SUBJECT PROPERTY: P-C (PLANNED COMMUNITY)

N



0 300 600 Feet

CASE: **DIR-37786**

ZONING OF SUBJECT PROPERTY: P-C (PLANNED COMMUNITY)

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: MAY 5, 2010
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: APPLICANT: VINEYARDS VICE PRESIDENT - OWNER: VINEYARDS COMMUNITY ASSOCIATION

** CONDITIONS **

Staff recommends APPROVAL, subject to conditions:

Planning and Development

1. The applicant shall pay a fee to the City of Las Vegas an amount of $6,000.00 to operate the three (3) water features through December 31, 2010. This fee shall be paid within 30 days of the approval of this application. For subsequent years in which Drought Watch or Drought Alert is declared, an annual fee of $250.00 shall be paid.

2. The applicant shall post a sign at the water feature to indicate an exemption has been received allowing its operation.

Staff Report Page One
May 5, 2010 - City Council Meeting

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request for a Water Feature Exemption to allow the operation of three (3) existing 225-square-foot water features (total square footage is 675 square feet) within a pedestrian parkway located at 1214 Moselle Court.

ANALYSIS

The applicant is requesting to activate three (3) existing 225 square-foot water features. The fountains were constructed approximately ten years ago in a pedestrian parkway that runs through the center of the Vineyards community. Under drought conditions, a maximum of 25 square feet is permitted without receiving an exemption. The water features at the subject site exceeds the maximum permissible area by 200 square feet each, totaling 600 square feet. The applicant proposes no reduction in turf; therefore, Title 14.11.190 will require the applicant to pay an initial fee of $10.00 per square foot of surface area that exceeds the allowable 25 square feet permitted, a cost totaling $6,000.00. In subsequent years beginning January 1, 2011, Title 14.11 requires the property owner to pay an annual fee of $250.00 during Drought Watch or Alert conditions to continue operating the water features.

FINDINGS

The applicant has been notified of the applicable costs and agrees to comply with the requirements outlined in Title 14.11. Staff is recommending approval of this request.

NOTICES MAILED N/A

APPROVALS 0

PROTESTS 0

DS

PLANNING & DEVELOPMENT
DEVELOPMENT SERVICES CENTER

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: DIR-37786 APN: 137-25-118-032

Name of Property Owner: VINEYARDS COMMUNITY ASSOCIATION

Name of Applicant: RALPH I. MURPHY

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 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: Ralph I. Murphy, VICE PRESIDENT

Print Name: RALPH I. MURPHY

Subscribed and sworn before me

This 26 day of March, 2010

Ruth Brenda Alvarado

Notary Public in and for said County and State

RUTH BRENDA ALVARADO
Notary Public State of Nevada
No. 04-91364-1
My appt. exp. Aug. 20, 2012

NOTES

1. EXISTING FOUNTAIN: 16'–11" DIAMETER, 225 SF SURFACE AREA.

SITE PLAN - FOUNTAINS

SCALE: 0'–1" = 125'–0"

A
S1.00

DRAWN BY	CHECKED BY	DATE 09-14-2009
DATE	BY	REVISIONS

JBA Las Vegas
5155 W Patrick Ln
Las Vegas, NV 89118
p 702.362.9200

jba consulting engineers

THE VINEYARDS
THE ARBORS, SUMMERLIN

SHEET NO. S1.00

JOB NO. 7613

DIR-37786

P:\7613_The Vineyards\Drawings\Fountains\S100.dwg, 9/15/2009 7:46:43 AM, rgaitan

PLANNING & DEVELOPMENT

DEVELOPMENT SERVICES CENTER

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: WATER FEATURE EXEMPTION

Project Address (Location)

Project Name THE VINEYARDS **Proposed Use**

Assessor's Parcel #(s) 137-25-118-032 **Ward #**

General Plan: existing _____ proposed _____ **Zoning:** existing P-C proposed _____

Commercial Square Footage NA **Floor Area Ratio** NA

Gross Acres 1.81 **Lots/Units** NA **Density** NA

Additional Information COMMUNITY COMMON AREA

PROPERTY OWNER VINEYARDS COMMUNITY ASSOCIATION **Contact** RALPH I. MURPHY

Address 1214 MOSELLE COURT **Phone:** 562-2484 **Fax:** —

City LAS VEGAS **State** NV **Zip** 89144

APPLICANT VINEYARDS VICE PRESIDENT **Contact** RALPH I. MURPHY

Address 1212 MOSELLE COURT **Phone:** 808-1070 **Fax:** —

City LAS VEGAS **State** NV **Zip** 89144

REPRESENTATIVE _____ **Contact** _____

Address _____ **Phone:** _____ **Fax:** _____

City _____ **State** _____ **Zip** _____

Property Owner Signature* Ralph I. Murphy

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name RALPH I. MURPHY

Subscribed and sworn before me

This 26 day of March, 20 10.

Ruth Brenda Alvarado

Notary Public in and for said County and State

RUTH BRENDA ALVARADO
Notary Public State of Nevada
No. 04-91364-1
My appt. exp. Aug. 20, 2012

FOR DEPARTMENT USE ONLY

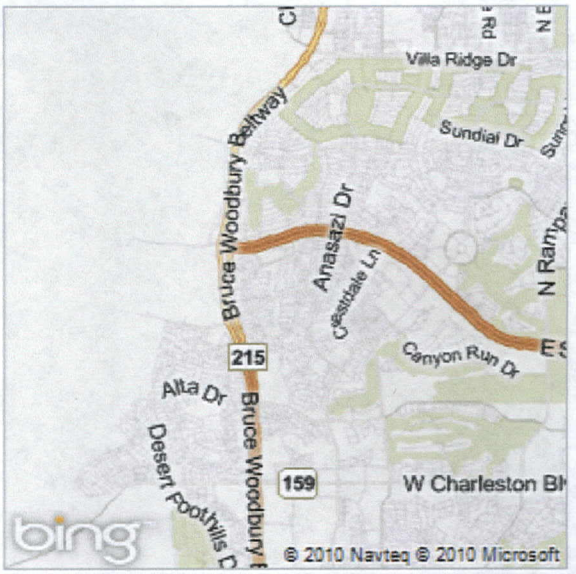
Case #	TR-37786
Meeting Date:	~~5-5-10~~ 5-5-10
Total Fee:	
Date Received:*	5-26-10
Received By:	T.S

*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development Department for consistency with applicable sections of the Zoning Ordinance.

Bing Maps

The Vineyards community
Entrance off Laurel Glen Dr. just north of Far Hills Ave.

FREE! Use **Bing 411** to find movies, businesses & more: **800-BING-411**



The Vineyards

DIR-37786

The Vineyards Community Association
c/o Association Vice President
Ralph I. Murphy
1212 Moselle Court
Las Vegas, Nevada 89144
(702) 808-1070

March 25, 2010

M. Margo Wheeler
Director
Planning and Development Department
City of Las Vegas
731 South Fourth Street
Las Vegas, Nevada 89101

Re: Water Feature Exemption

Dear Ms. Wheeler:

On behalf of the residents of The Vineyards and the Vineyards Community Association Board of Directors that authorized this action, I am submitting herewith our request for an exemption from regulations that restrict the operation of three fountains located in the common area of our community.

The Vineyards was constructed ten years ago and includes a pedestrian parkway that runs though the center of the community. Three pools with fountain jets are located in this area. Since drought restrictions were imposed, we have been restricted from operating these fountains. The residents have asked our Board of Directors to work with the City to obtain an exemption to allow us to operate these fountains. The fountains are located in the interior of the community and are not visible from outside the property. These fountains are a significant amenity and add to the character, quality and value of our community. Many of us bought our homes in part because of these unique water features.

The three pools are about one foot in depth and each have a surface area of 225 square feet for a total area of 675 square feet. We understand a fee of $10.00 per square foot or a total of $6,750.00 will be due to the City upon approval of this request. We also understand an additional fee of $250.00 will due annually. Our Board of Directors has approved these expenditures and reserved funds for this purpose.

We respectfully request that the attached Water Feature Exemption be included on the agenda for approval by the City Council. Please call me if you have you require additional information.

Sincerely,

The Vineyards Community Association

Ralph I. Murphy
Vice President

DIR-37786

City of Las Vegas Agenda Item No.: **85.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: MAY 5, 2010

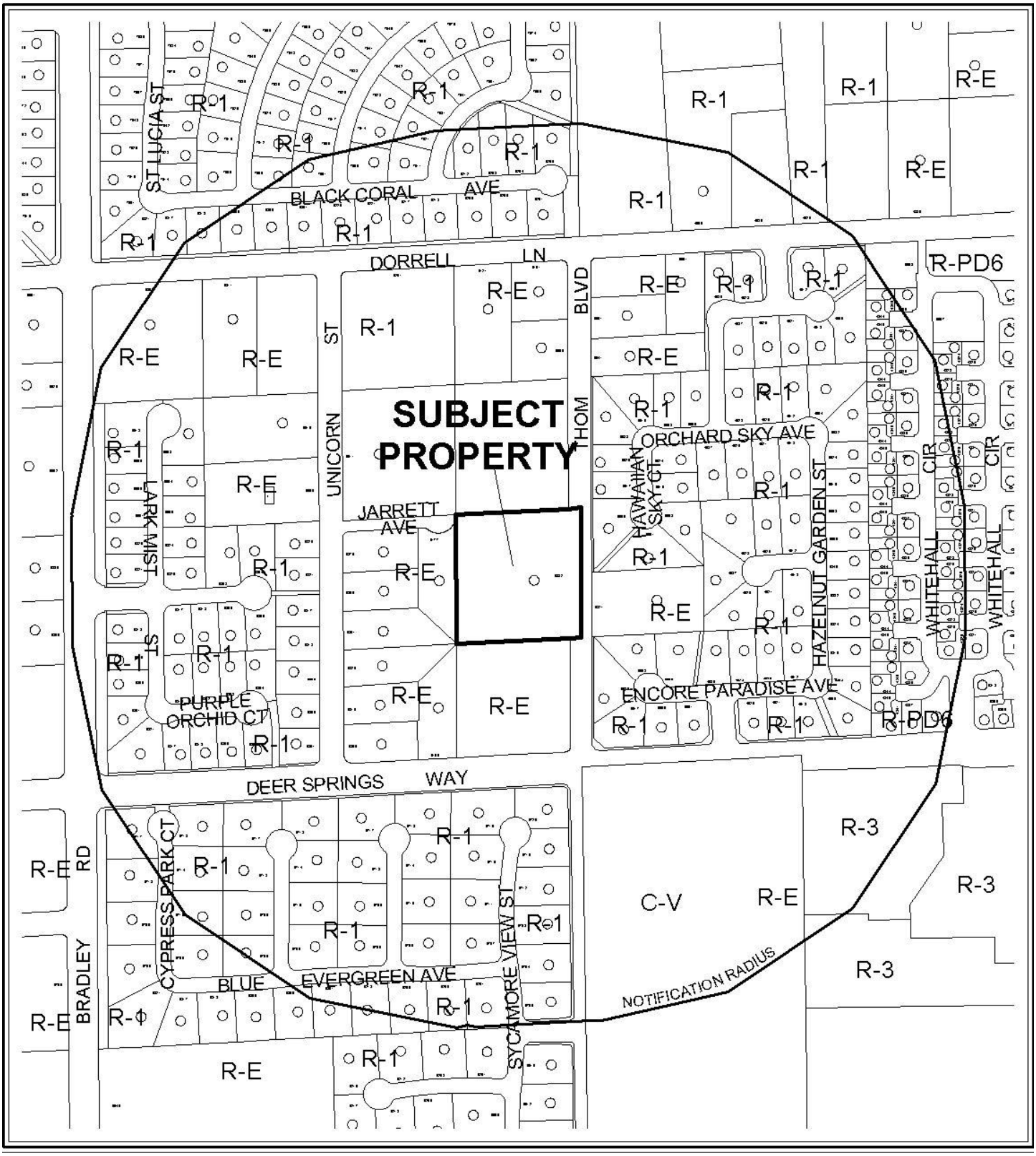
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
VAR-37379 – ABEYANCE ITEM - VARIANCE - PUBLIC HEARING - APPLICANT: KEVIN KELLY - OWNER: DESERT FOREST, LLC - Request for a Variance TO ALLOW TWO EXISTING ACCESSORY STRUCTURES (CLASS II) TOTALING 5,516 SQUARE FEET AND A PROPOSED 1,360 SQUARE-FOOT ACCESSORY STRUCTURE (CLASS I) WHERE 1,598 SQUARE FEET IS THE MAXIMUM ALLOWED on 2.52 acres at 6832 Thom Boulevard (APN 125-24-602-011), R-E (Residence Estates) Zone, Ward 6 (Ross). The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**2**	**Planning Commission Mtg.**	**1**
City Council Meeting	**3**	**City Council Meeting**	**2**

RECOMMENDATION:
The Planning Commission (7-0 vote) and Staff recommend APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. Protest/Support Postcards
7. Backup referenced from the March 25, 2010 Planning Commission Meeting Item #18



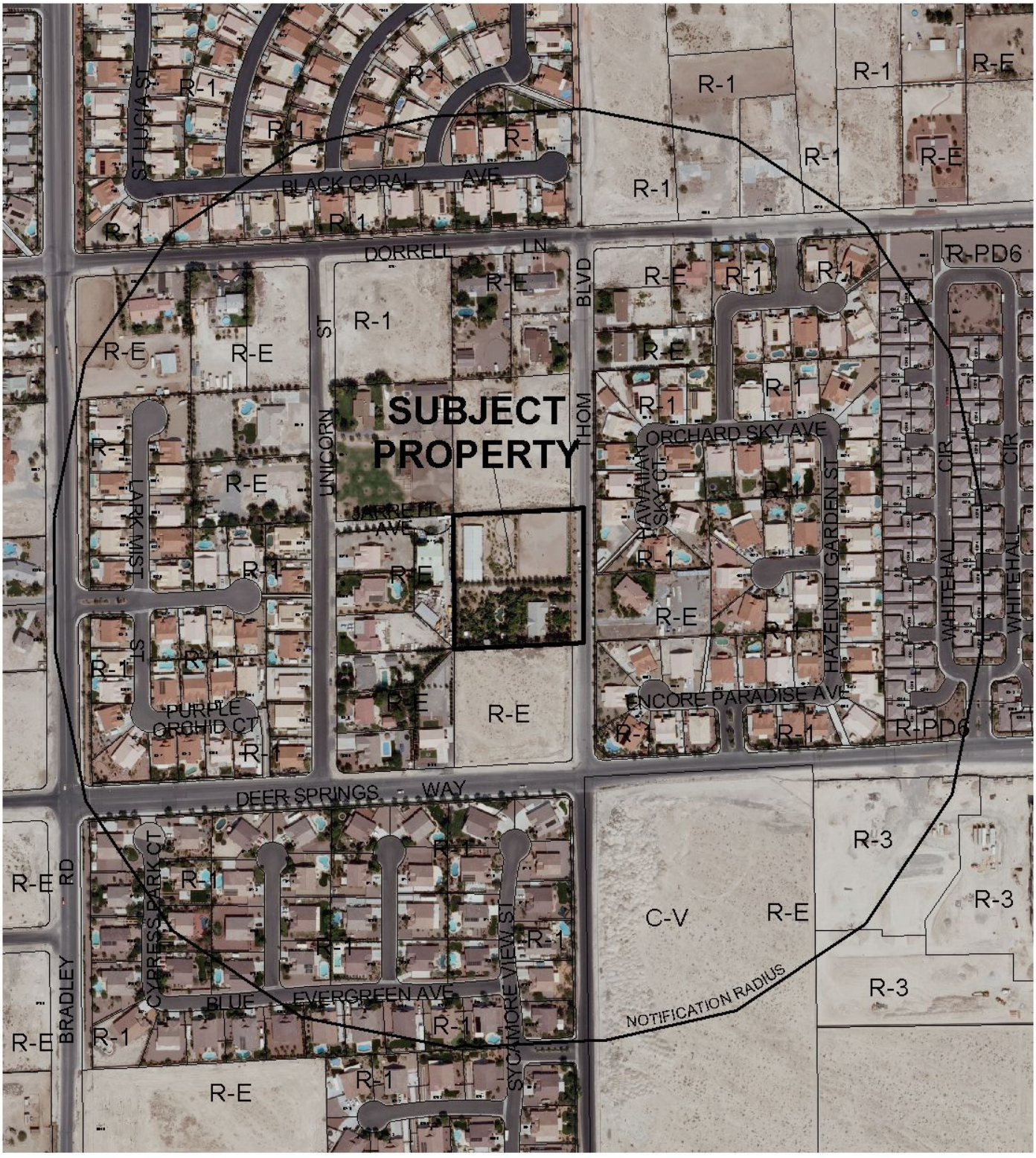
0 400 800 Feet

CASE: **VAR-37379**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: R-E (RESIDENCE ESTATES)

N



0 400 800 Feet

CASE: **VAR-37379**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: R-E (RESIDENCE ESTATES)

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: MAY 5, 2010
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: APPLICANT/OWNER: DESERT FOREST, LLC

THIS ITEM WAS HELD IN ABEYANCE FROM THE APRIL 21, 2010 CITY COUNCIL MEETING AT THE REQUEST OF COUNCIL

** CONDITIONS **

The Planning Commission (7-0 vote) and Staff recommend APPROVAL, subject to conditions:

Planning and Development

1. Approval of and conformance to the Conditions of Approval for Special Use Permit (SUP-37415) shall be required.

2. This approval shall be void two years from the date of final approval, unless a certificate of occupancy has been issued or upon approval of a final inspection. An Extension of Time may be filed for consideration by the City of Las Vegas.

3. Building permits are required for all structures at the subject site. Permits shall be obtained prior to construction for the proposed accessory structure, and within 60 days of final approval for the existing structures.

4. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

JG

Staff Report Page One
May 5, 2010 - City Council Meeting

** STAFF REPORT **

PROJECT DESCRIPTION

This application is a request for a Variance for multiple accessory structures, where the total floor area of the multiple accessory structures exceeds 50 percent of the floor area of the main dwelling unit on a developed single-family residential lot at 6832 Thom Boulevard. Two of the structures are existing Class II accessory structures that currently do not have building permits. A third structure is a proposed Class I accessory structure for guests. The subject site is a large lot zoned R-E (Residence Estates), which allows some rural uses, including horse corrals and livestock farming. These types of uses often require accessory structures that exceed maximum building area allowed by Title 19. As such, the applicant has presented evidence of an extraordinary circumstance, and staff is recommending approval.

ISSUES

- The combined area of all existing and proposed accessory structures is 6,876 square feet, which exceeds the 1,598 square feet allowed. These three accessory structures equal 6,876 square feet and is 330% larger than 50% of the floor area of the principal dwelling unit.
- Approval of this request is required to approve an associated request for a Special Use permit (SUP-37415) for a 1,360 square-foot Accessory Structure (Class I), and to allow the existing Accessory Structures (Class II) to remain as they are.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc. and Property Sales	
05/12/64	The Board of City Commissioners approved a request for Annexation (A-0003-64) by Ordinance #1137 of 5,000 acres located north of Lone Mountain Road and west of Decatur Boulevard on 5/06/64.
07/23/08	A deed was recorded to show a change in ownership.
03/25/10	The Planning Commission recommended APPROVAL of companion item SUP-37415 concurrently with this application. The Planning Commission (7-0 vote) recommended APPROVAL (PC Agenda Item #18/jg).
Related Building Permits/Business Licenses	
05/12/93	A building permit (#93186617) was issued for a single family residence at 6832 Thom Boulevard. The permit was finaled on 9/02/93.
11/16/99	A building permit (#99022045) was issued for a garage conversion at 6832 Thom Boulevard. The permit was finaled on 12/15/00.
10/31/00	A building application (# 3895799) was submitted for a detached building; no permit was issued.

JG

01/16/01	A building permit (#01000717) was issued for a 373 square-foot patio enclosure at 6832 Thom Boulevard. The permit was finaled on 2/14/02.
12/17/09	A building application (# 153299) was submitted for an 840 square-foot Accessory Structure (Class I) at 6832 Thom Boulevard. The application was denied because a Special Use Permit is required.

Pre-Application Meeting	
1/25/10	A pre-application meeting was held with the applicant, where elements of a Variance for multiple accessory structutes to exceede fifty percent of the size of the principal dwelling and a Special Use Permit for a Accessory Structure (Class I) were discussed. The topics included: • The submittal of application materials, meeting dates, and deadlines were discussed at the pre-application meeting.
Neighborhood Meeting	
A neighborhood meeting is not required, nor was one held.	
Field Check	
02/18/10	Staff conducted a site visit and noted a well maintained single family residence on a large rural lot.

Details of Application Request	
Site Area	
Gross Acres	2.52

Surrounding Property	**Existing Land Use**	**Planned Land Use**	**Existing Zoning**
Subject Property	Single Family Residence	ML (Medium-Low Density Residential)	R-E (Residence Estates)
North	Single Family Residence	ML (Medium-Low Density Residential)	R-E (Residence Estates)
South	Undeveloped	ML (Medium-Low Density Residential)	R-E (Residence Estates)
East	Single Family Residence	ML (Medium-Low Density Residential)	R-E (Residence Estates)/R-1 (Single Family Residential)
West	Single Family Residence	ML (Medium-Low Density Residential)	R-E (Residence Estates)

Special Districts/Zones	*Yes*	*No*	*Compliance*
Special Area Plan		X	N/A
Special Districts/Zones	*Yes*	*No*	*Compliance*
Special Purpose and Overlay Districts		X	N/A
Trails		X	N/A
Rural Preservation Overlay District	X		Y
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

DEVELOPMENT STANDARDS

Per Title 19.08.040, the following development standards apply:

Standard	*Required/Allowed*	*Provided*	*Compliance*
Min. Lot Size	20,000 SF	109,723 SF	Y
Min. Lot Width	100 feet	338 feet	Y
Min. Setbacks (Accessory Structures)			
• Front	Not Allowed	N/A	N/A
• Side (N)	3 Feet	35 Feet	Y
• Side (S)	3 Feet	4 Feet	Y
• Rear	3 Feet	26 Feet	Y
Min. Distance Between Buildings	6 feet	96 feet	Y
Max. Lot Coverage	N/A	N/A	N/A
Max. Building Height	Lesser of 2 stories, 35 feet or the height of the principal building	21 Feet	Y
Max. Floor Area (Accessory Structures)	1,598 SF	6,876 SF	N

ANALYSIS

The applicant is requesting a Variance to allow three accessory structures (two non-permitted existing Accessory Structures, (Class II), that total 5,516 square feet and a proposed Accessory Structure (Class I) of 1,360 square feet) to exceed Title 19 requirements for floor area. Per Title 19.08.040, the total area of all accessory structures shall not exceed fifty percent of the principal dwelling, which is 3,196 square feet. This would allow a combined building area for accessory structures up to 1,598 square feet. The combined area of the three accessory structures is 6,876 square feet, which is a 330% increase in square-footage above what is permitted by code.

The site is 2.52 acres and zoned R-E (Residence Estates). The purpose of the R-E District is to provide for low density residential units located on large lots and conveying a rural environment. Typical R-E uses may require accessory structures that could be larger than the main dwelling unit, such as for Animal Keeping & Husbandry, Horse Corrals or Stables (Private) and Livestock Farming (Bovines/Horses). The property has a round pen, fenced horse corral and a garage converted to living space. Building permits are required for all structures. Permits shall be obtained prior to construction for the proposed accessory structure, and within 60 days of final approval for the existing structures. With these types of uses available for an R-E property, staff recommends approval.

FINDINGS

In accordance with the provisions of Title 19.18.070(B), Planning Commission and City Council, in considering the merits of a Variance request, shall not grant a Variance in order to:

1. Permit a use in a zoning district in which the use is not allowed;
2. Vary any minimum spacing requirement between uses;
3. Relieve a hardship which is solely personal, self-created or financial in nature."

Additionally, Title 19.18.070(L) states:
"Where by reason of exceptional narrowness, shallowness, or shape of a specific piece of property at the time of enactment of the regulation, or by reason of exceptional topographic conditions or other extraordinary and exceptional situation or condition of the piece of property, the strict application of any zoning regulation would result in peculiar and exceptional practical difficulties to, or exceptional and undue hardships upon, the owner of the property, a variance from that strict application may be granted so as to relieve the difficulties or hardship, if the relief may be granted without substantial detriment to the public good, without substantial impairment of affected natural resources and without substantially impairing the intent and purpose of any ordinance or resolution."

The subject site is a large lot that is zoned R-E (Residence Estates), which allows rural uses including horse corrals and livestock farming. These types of uses often require accessory structures that exceed the maximum building area allowed by Title 19. As such, the applicant has presented evidence of an extraordinary circumstance, and staff is recommending approval.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 18

NOTICES MAILED 255 (By City Clerk)

APPROVALS 3

PROTESTS 5

JG

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **VAR-37379** APN: 125-24-602-011

Name of Property Owner: Desert Forest LLC

Name of Applicant: Kevin Kelly

Name of Representative: ~~Kevin Kelly~~

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: Kevin Kelly

Subscribed and sworn before me

This 2 day of March, 2010

_____
Notary Public in and for said County and State

MARIA T. GALINDO
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 11/17/13
Certificate No: 06-103477-1

RECEIVED
MAR 02 2010

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Variance

Project Address (Location) 6932 Thom Blvd

Project Name Kelly Guest House **Proposed Use** Residential

Assessor's Parcel #(s) 125-24-602-011 **Ward #** 6

General Plan: existing 3196 proposed 130 **Zoning:** existing RE proposed RE

Commercial Square Footage None **Floor Area Ratio** _____

Gross Acres 2.52 **Lots/Units** 1 **Density** _____

Additional Information _____

PROPERTY OWNER Desert Forest LLC **Contact** Kevin Kelly

Address 6932 Thom Blvd **Phone:** 210-6958 **Fax:** 368-3148

City LV **State** NV **Zip** 89131

E-mail Address Kevin@HandKings.com

APPLICANT Kevin Kelly **Contact** Kevin Kelly

Address 6932 Thom Blvd **Phone:** 210-6958 **Fax:** 368-3148

City LV **State** NV **Zip** 89131

E-mail Address Kevin@HandKings.com

REPRESENTATIVE _____ **Contact** _____

Address SAME **Phone:** _____ **Fax:** _____

City _____ **State** _____ **Zip** _____

E-mail Address _____

Property Owner Signature* _____

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Kevin Kelly

Subscribed and sworn before me

This 2 day of March, 2010.

Maria T. Galindo

Notary Public in and for said County and State

MARIA T. GALINDO
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 11/17/13
Certificate No: 06-103477-1

Revised 10/27/08

FOR DEPARTMENT USE ONLY

Case #	VAR-37379
Meeting Date:	3/25/10
Total Fee:	$30.00
Date Received:*	3/2/10
Received By:	

*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development Department for consistency with applicable sections of the Zoning Ordinance.

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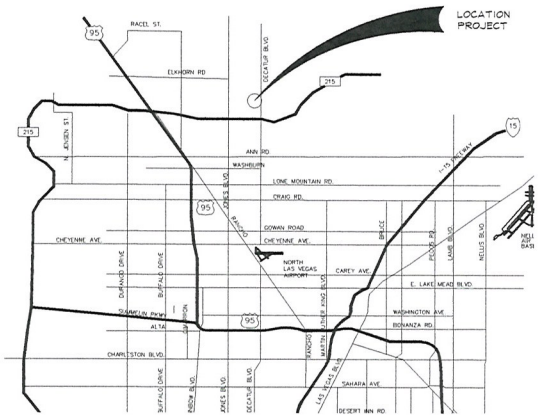
RECEIVED
MAR 02 2010



VICINITY MAP

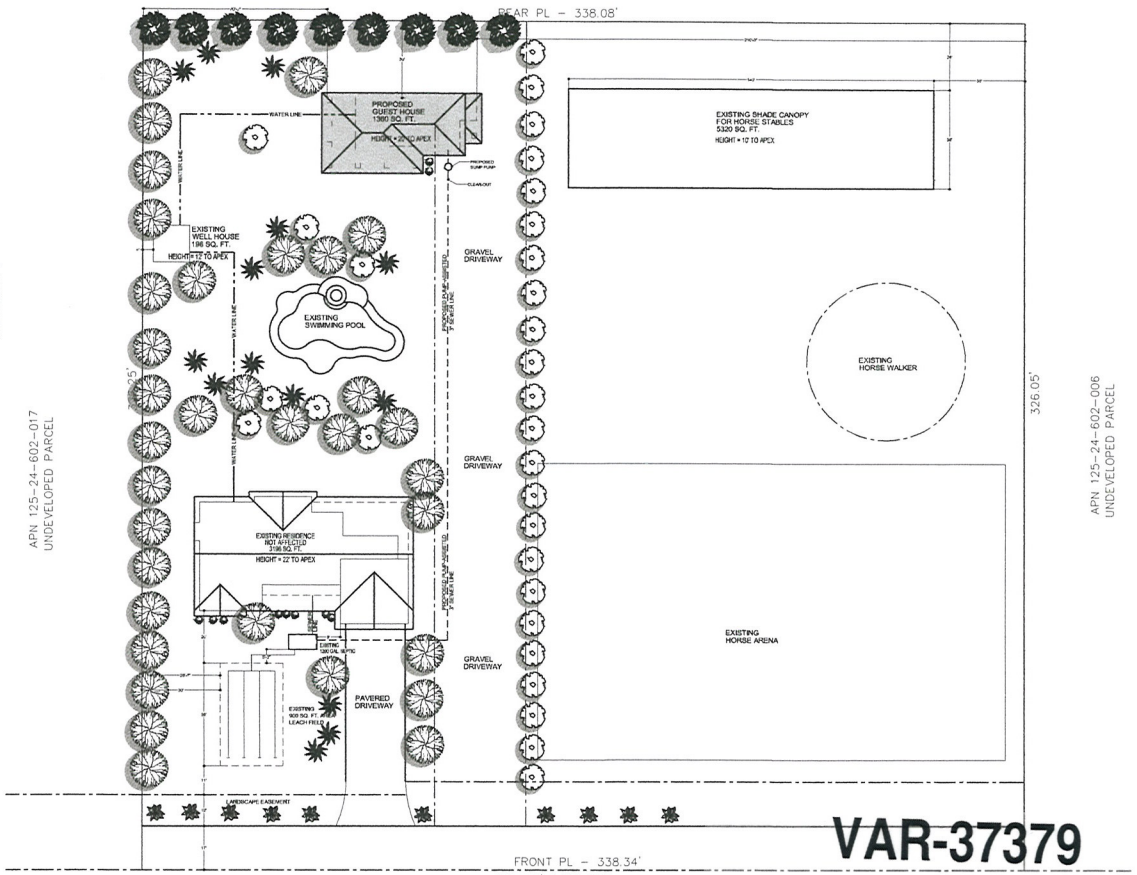
DESIGN ANALYSIS:

JURISDICTION:	CITY OF LAS VEGAS
BUILDING USE:	GUEST HOUSE
CONSTRUCTION TYPE:	V-N
ZONING:	R-E
OCCUPANCY:	R-1
STORIES IN HEIGHT:	1
HEIGHT IN FEET:	20'-7"
BUILDING SET-BACKS:	
FRONT -	N/A
RIGHT -	210'-3"
LEFT -	70'-5"
REAR -	30'-0"

SQUARE FOOTAGE:

EXISTING RESIDENCE	3,196
EXISTING WELL HOUSE	196
EXISTING HORSE CANOPY	5320
PROPOSED GUEST HOUSE	1360
TOTAL SQUARE FOOTAGE UNDER STRUCTURE	10,072
50% OF EXISTING RESIDENCE	1598
TOTAL PROPOSED SQ. FT.	1360

APN 125-24-602-010
EXISTING PARCEL



APN 125-24-602-017
UNDEVELOPED PARCEL

APN 125-24-602-006
UNDEVELOPED PARCEL

SITE PLAN
1/32" = 1'

VAR-37379
REVISED
03/25/10 PC

RECEIVED
FEB 26 2010

CONSULTANTS

THE KELLY RESIDENCE
Detached Guest House

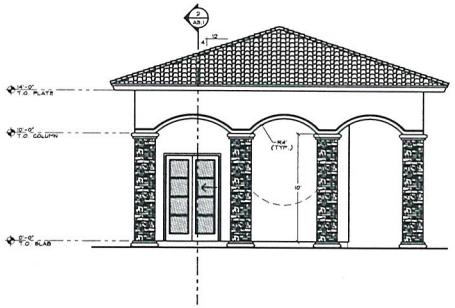
OWNER
Kevin Kelly
6832 Thom Blvd.
Las Vegas, NV 89131-2700

The Kelly Residence
Detached Guest House

MARK	DATE	DESCRIPTION
PROJECT No:		----
CAD DWG FILE:		10 SITE PLAN.DWG
DRAWN BY:		-
CHECKED BY:		-
OWNER/BUILDER:		Kevin Kelly
SIGNED BY:		

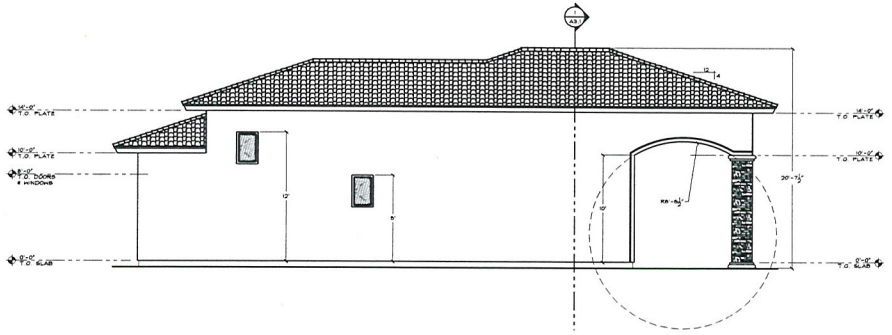
SHEET TITLE
SITE PLAN

AS



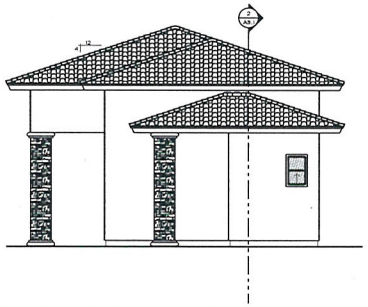
LEFT ELEVATION

1/8" = 1'



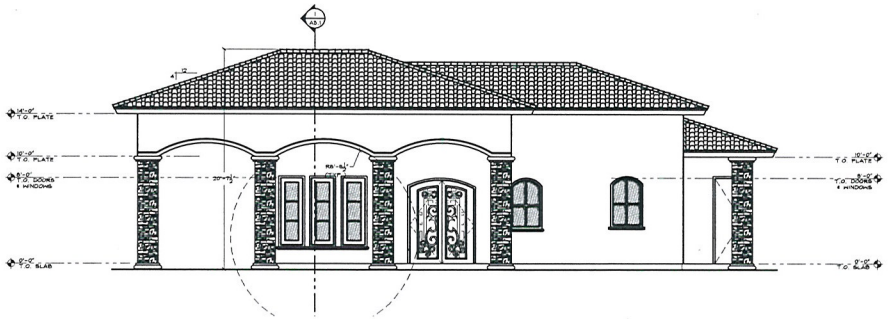
REAR ELEVATION

1/8" = 1'



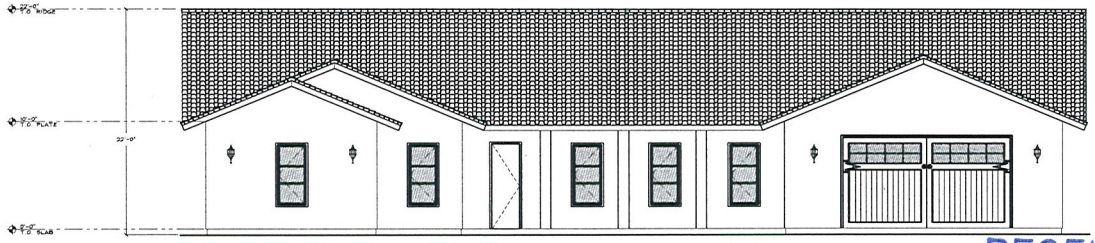
RIGHT ELEVATION

1/8" = 1'



FRONT ELEVATION

1/8" = 1'



EXISTING RESIDENCE FRONT ELEVATION

1/8" = 1'

VAR-37379
03/25/10 PC

RECEIVED
FEB 09 2010

CONSULTANTS

THE KELLY RESIDENCE
Detached Guest House

OWNER

Kevin Kelly
6832 Thom Blvd.
Las Vegas, NV 89131-2700

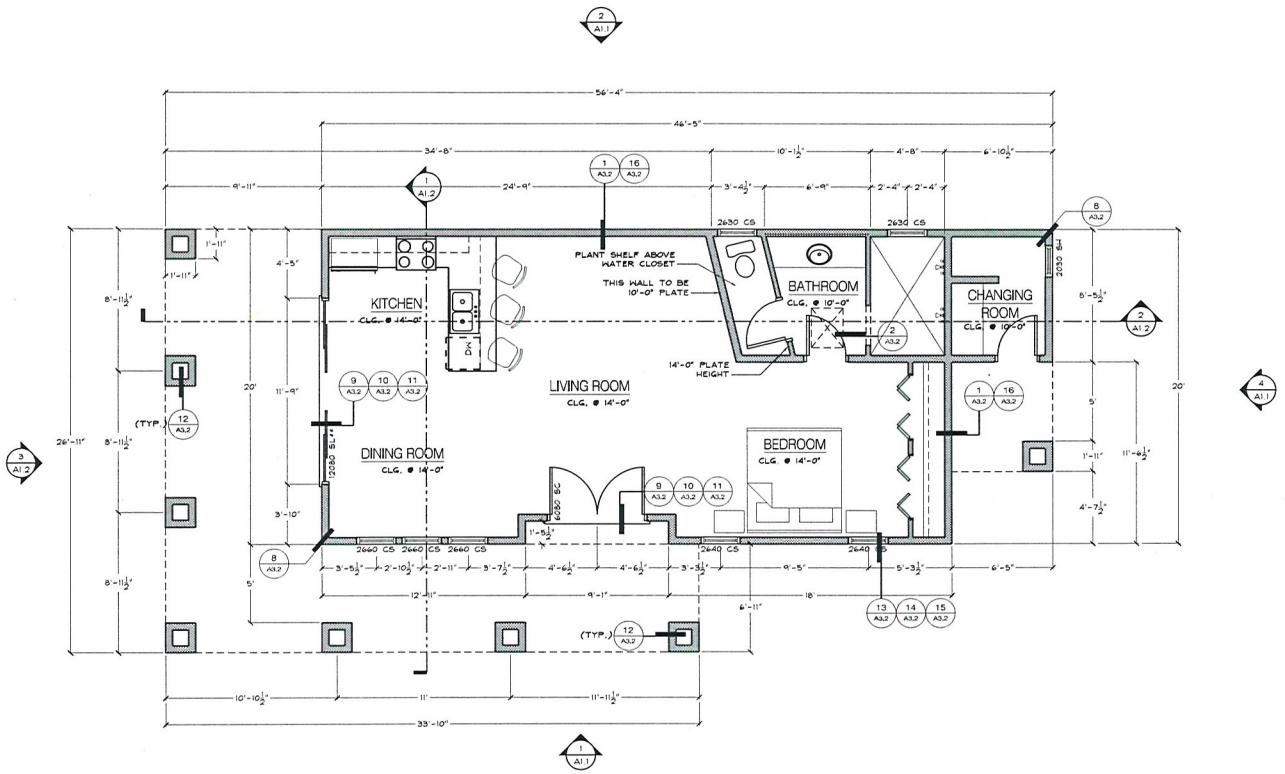
The Kelly Residence
Detached Guest House

MARK	DATE	DESCRIPTION

PROJECT NO: ----
CAD DWG FILE:
DRAWN BY: -
CHECKED BY: -
OWNER/BUILDER: Kevin Kelly
SIGNED BY:

SHEET TITLE
ELEVATIONS

A2



FLOOR PLAN

3/16" = 1'

RECEIVED
FEB 09 2010

VAR-37379
03/25/10 PC

CONSULTANTS

THE KELLY RESIDENCE
Detached Guest House

OWNER:
Kevin Kelly
6832 Thorn Blvd.
Las Vegas, NV 89131-2700

The Kelly Residence
Detached Guest House

MARK	DATE	DESCRIPTION

PROJECT NO: ----
CAD DWG FILE:
DRAWN BY: -
CHECKED BY: -
OWNER/BUILDER: Kevin Kelly
SIGNED BY:
SHEET TITLE
FLOOR PLAN

A1

VAR-37379 - APPLICANT/OWNER: DESERT FOREST, LLC
6832 THOM BOULEVARD

02/18/10

VAR-37379 - APPLICANT/OWNER: DESERT FOREST, LLC
6832 THOM BOULEVARD

02/18/10

VAR-37379 - APPLICANT/OWNER: DESERT FOREST, LLC
6832 THOM BOULEVARD

02/18/10

VAR-37379 - APPLICANT/OWNER: DESERT FOREST, LLC
6832 THOM BOULEVARD

02/18/10

VAR-37379 - APPLICANT/OWNER: DESERT FOREST, LLC
6832 THOM BOULEVARD

02/18/10

THE KELLY RESIDENCE

CLV Project Number: 153299-R-09
Project Description: 6832 Thom Blvd.

February 26, 2010

City of Las Vegas
Planning & Development
731 S. Fourth Street
Las Vegas, NV 89101

Justification:

The request for building an addition on our property is as follows.

1. Our current residence is a modest 3196 square foot home, positioned on a 2 ½ acre parcel. We often have family and friends from out of town stay with us, and we feel the need to add a small guest quarters to the property. The property also contains horse stables with a shade canopy, a small well house and a temporary green house, that has now been removed on the south west portion of the property. Due to these other structures we are in excess of the 50% expandable limit as indicated in Title 19. The shade structure is simply to provide shade for our horses. It is not a barn nor does it have wall or any confined space other than that provided by the panels that make up the stalls. We have no other conditioned spaces throughout the property. This addition will be used periodically for residential purposes. The architecture of the proposed structure will match that of the existing residence. The height will be less than the existing residence. It will add value to our property and benefit our surrounding neighborhood by doing so.

2. Current zoning for the property is R-E. We have no desire to change our zoning. This is a residential property and will remain so. The intended use for the proposed structure will be residential.

Thank you for taking the time to review our submittal, I look forward to your decision.

Sincerely,

Kevin Kelly
Owner/Builder

6832 THOM BLVD.
LAS VEGAS, NEVADA 89131

VAR-37379
REVISED
03/25/10 PC
RECEIVED
FEB 26 2010

RECEIVED
CITY CLERK

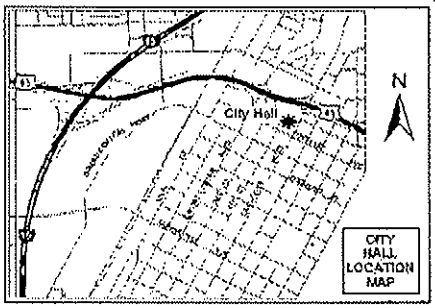
2010 APR 14 P 3:06

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.41⁴
0004279218 APR 09 2010
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-37379 & SUP-37415
City Council Meeting of 4/215/2010

HORIHAN DEVIN P
HOLLIMAN JOANNE M
6825 UNICORN ST
LAS VEGAS NV 89131-2774

APN#12524610001

Date 4-16-10 Item 90+91

P. 001/001
FAX No. 909
SCE RCRO
THU/15/APR/2010 11:48 AM
04/15/2010 THU 10:47 [TX/RX NO 7592] 001

RECEIVED
CITY CLERK

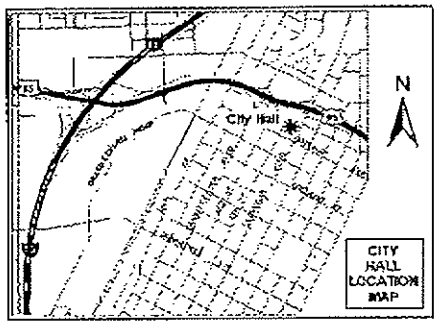
2010 APR 15 A 11:49

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

PRESORTED
FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
02 1M $ 00.41⁴
0004279218 APR09 2010
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

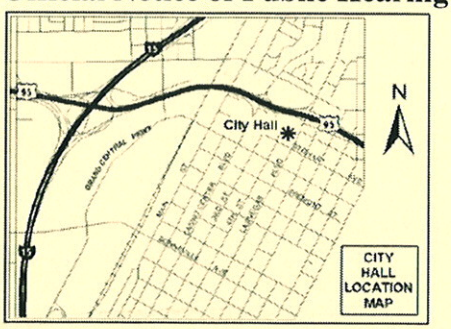
VAR-37379 & SUP-37415
City Council Meeting of 4/215/2010

GREEN DALE A
CLANTON-GREEN KIMBERLY E
6810 UNICORN ST
LAS VEGAS NV 89131-2738

APN#12524602013

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-37379 & SUP-37415
City Council Meeting of 4/215/2010

PRESORTED FIRST CLASS

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0004279218 APR 09 2010
MAILED FROM ZIP CODE 89101

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CITY CLERK

2010 APR 16 A 11:10

BINGHAM GARY E & GLENNIS M
4913 MEADOWS ENCORE AVE
LAS VEGAS NV 89131-1024

APN#12524611004

Submitted after final agenda

Date 4-16-10 Item 90+91

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CITY CLERK
2010 APR 19 A 8:07

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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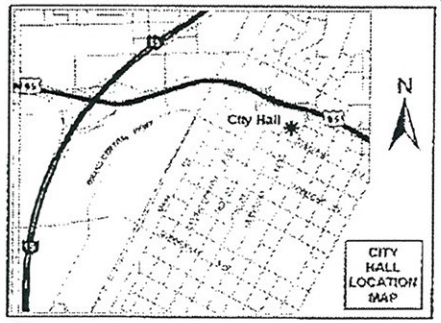

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-37379 & SUP-37415
City Council Meeting of 4/21/2010

BURDICK RANDY & SHARON
6821 THOM BLVD
LAS VEGAS NV 89131-2735

APN#12524604002

Submitted after final agenda

Date 4/19/10 Item 90 & 91

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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2010 APR 19 A 8:56

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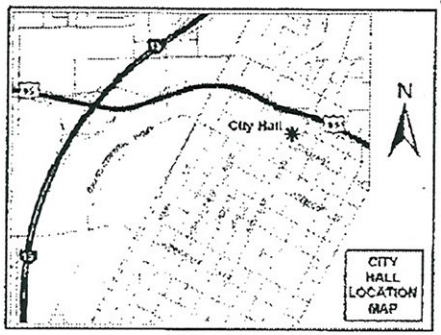

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☑ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-37379 & SUP-37415

City Council Meeting of 4/21/2010

FERMAN THOMAS M & DONNA L
5908 MCLENNAN RANCH AVE
LAS VEGAS NV 89131-2970

APN#12524612041

Item

Date

NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

Return Service Requested

Official Notice of Public Hearing

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-37379 & SUP-37415
Planning Commission Meeting of 3/25/2010

1252451050
TRAHAN RUSSELL & JOYCE
5301 BLACK CORAL AVE
LAS VEGAS NV 89131-1021

Case: VAR-37379

RECEIVED
MAR 23 2010

Submitted after final agenda

Date

Item 188
4/7

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

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0004279218 MAR 12 2010
MAILED FROM ZIP CODE 89101

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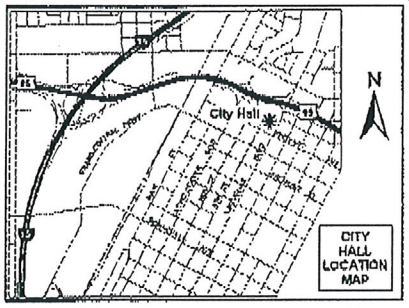
Official Notice of Public Hearing



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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.
VAR-37379 & SUP-37415
Planning Commission Meeting of 3/25/2010

Case: VAR-37379
12524610001
HORIHAN DEVIN P
6825 UNICORN ST
LAS VEGAS NV 89131-2774

AADC 891 89131

RECEIVED
MAR 16 2010

18P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

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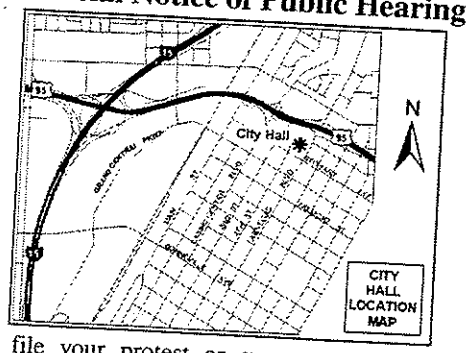
02 1M 0004279218
$ 00.41⁴
MAR 12 2010
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



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[X] I SUPPORT this Request

[ ] I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-37379 & SUP-37415

Planning Commission Meeting of 3/25/2010

MAR 19 2010

12524612012 Case: VAR-37379
SELMSER ERIC
4836 BEDROCK COVE CT
LAS VEGAS NV 89131-2782

Submitted after final agenda
Date
Item 18A

AAUDE11 89131

City of Las Vegas Agenda Item No.: **86.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: MAY 5, 2010

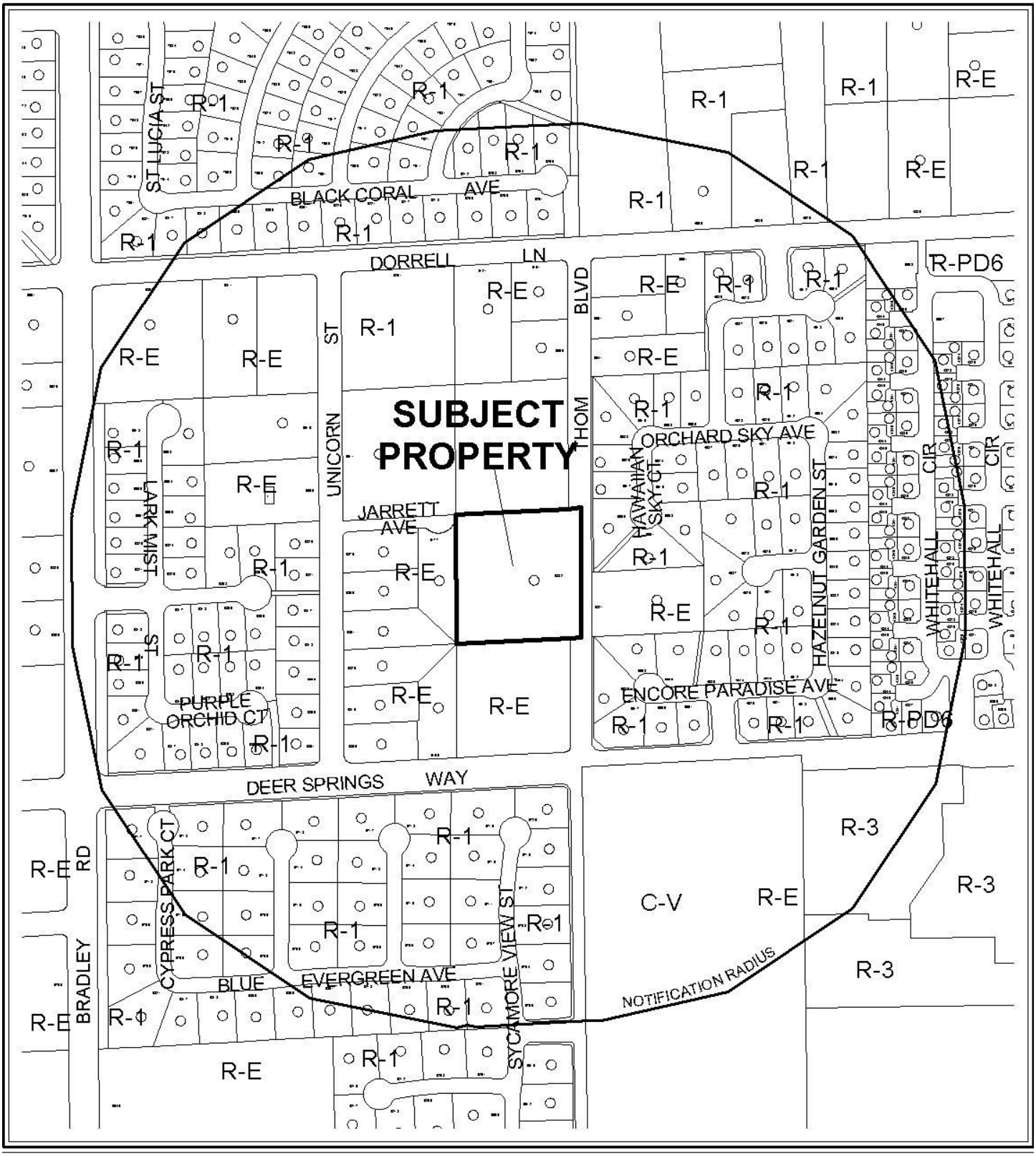
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
SUP-37415 - ABEYANCE ITEM - SPECIAL USE PERMIT RELATED TO VAR-37379 - PUBLIC HEARING - APPLICANT: KEVIN KELLY - OWNER: DESERT FOREST, LLC - Request for a Special Use Permit FOR A PROPOSED 1,360 SQUARE-FOOT ACCESSORY STRUCTURE (CLASS I) at 6832 Thom Boulevard (APN 125-24-602-011), R-E (Residence Estates) Zone, Ward 6 (Ross). The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**2**	**Planning Commission Mtg.**	**1**
City Council Meeting	**3**	**City Council Meeting**	**2**

RECOMMENDATION:
The Planning Commission (7-0 vote) and Staff recommend APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. Backup referenced from the March 25, 2010 Planning Commission Meeting Item #19



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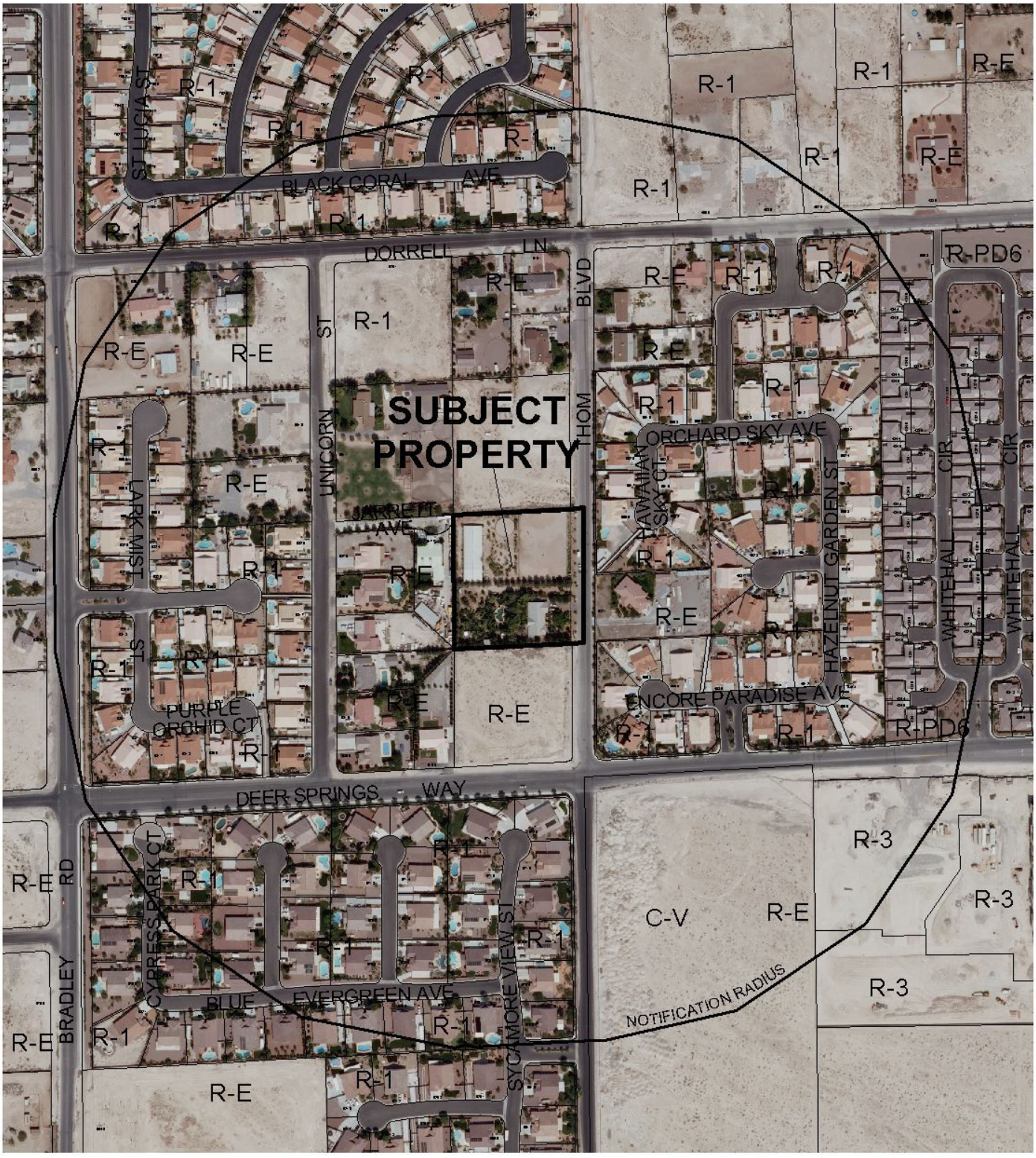
CASE: **SUP-37415**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: R-E (RESIDENCE ESTATES)



0 400 800 Feet

CASE: **SUP-37415**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: R-E (RESIDENCE ESTATES)

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: MAY 5, 2010
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: APPLICANT/OWNER: DESERT FOREST, LLC

THIS ITEM WAS HELD IN ABEYANCE FROM THE APRIL 21, 2010 CITY COUNCIL MEETING AT THE REQUEST OF COUNCIL

** CONDITIONS **

The Planning Commission (7-0 vote) and Staff recommend APPROVAL, subject to conditions:

Planning and Development

1. Conformance to all Minimum Requirements under LVMC Title 19.04.010 for an Accessory Structure (Class I) use.

2. Approval of and conformance to the Conditions of Approval for Variance (VAR-37379) shall be required.

3. This approval shall be void two years from the date of final approval, unless a building permit has been issued for the Accessory Structure (Class I). An Extension of Time may be filed for consideration by the City of Las Vegas.

4. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

Public Works

5. Coordinate with the Southern Nevada Health District to determine if the existing septic system permit will accommodate the additional square footage of the proposed accessory building; if not coordinate with the City of Las Vegas Collection Systems Planning Section of the Department of Public Works regarding connection to the City of Las Vegas sewer system prior to the issuance of any permits.

6. Meet with the Flood Control Section of the Department of Public Works for assistance with establishing finished floor elevations and drainage patterns for this site prior to submittal of construction plans or the issuance of any building or grading permits, whichever may occur first. Provide and improve all drainageways as recommended.

Staff Report Page One
May 5, 2010 - City Council Meeting

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request for a Special Use Permit for a proposed 1,360 square-foot Accessory Structure (Class I) on a developed single-family residential lot at 6832 Thom Boulevard. The lot contains an existing 3,196 square-foot residence and two unpermitted accessory structures totaling 5,516 square feet of building area. The use complies with Title 19 requirements for an Accessory Structure (Class I) use and can be conducted in a way that is harmonious and compatible with surrounding properties. Staff therefore recomends approval.

ISSUES

- The combined area of all existing and proposed accessory structures is 6,876 square feet, which exceeds the 1,598 square feet allowed by Title 19.08.040. Approval of an associated Variance (VAR-37379) to allow two existing Accessory Structures (Class II) totaling 5,516 square feet and a proposed 1,360 square-foot Accessory Structure (Class I), where 1,598 square feet is the maximum allowed is required to approve this request.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc. and Property Sales	
05/12/64	The Board of City Commissioners approved a request for Annexation (A-0003-64) by Ordinance #1137 of 5,000 acres located north of Lone Mountain Road and west of Decatur Boulevard on 05/06/64.
07/23/08	A deed was recorded to show a change in ownership.
03/25/10	The Planning Commission recommended APPROVAL of companion item VAR-37379 concurrently with this application. The Planning Commission (7-0 vote) recommended APPROVAL (PC Agenda Item #19/jg).
Related Building Permits/Business Licenses	
05/12/93	A building permit (#93186617) was issued for a single family residence at 6832 Thom Boulevard. The permit was finaled on 9/02/93.
11/16/99	A building permit (#99022045) was issued for a garage conversion at 6832 Thom Boulevard. The permit was finaled on 12/15/00.
10/31/00	A building application (# 3895799) was submitted for a detached building, no permit was issued.
01/16/01	A building permit (#01000717) was issued for a 373 square-foot patio enclosure at 6832 Thom Boulevard. The permit was finaled on 02/14/02.
12/17/09	A building application (# 153299) was submitted for an 840 square-foot Accessory Structure, (Class I). The application was denied, because a Special Use Permit is required.

JG

Pre-Application Meeting	
01/25/10	A pre-application meeting was held with the applicant where elements of submitting for Special Use Permit for an Accessory Structure (Class I) and a Variance for multiple accessory structutes to exceede fifty-percent of the size of the principal dwelling were discussed. The topics included: • The submittal of application materials, meeting dates, and deadlines were discussed at the pre-application meeting.
Neighborhood Meeting	
A neighborhood meeting is not required, nor was one held.	
Field Check	
02/18/10	Staff conducted a site visit and noted a well maintained single family residence on a large rural lot.

Details of Application Request	
Site Area	
Gross Acres	2.52

Surrounding Property	**Existing Land Use**	**Planned Land Use**	**Existing Zoning**
Subject Property	Single Family Residence	ML (Medium-Low Density Residential)	R-E (Residence Estates)
North	Single Family Residence	ML (Medium-Low Density Residential)	R-E (Residence Estates)
South	Undeveloped	ML (Medium-Low Density Residential)	R-E (Residence Estates)
East	Single Family Residence	ML (Medium-Low Density Residential)	R-E (Residence Estates)/R-1 (Single Family Residential)
West	Single Family Residence	ML (Medium-Low Density Residential)	R-E (Residence Estates)

Special Districts/Zones	***Yes***	***No***	***Compliance***
Special Area Plan		X	N/A
Special Districts/Zones	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts		X	N/A
Trails		X	N/A
Rural Preservation Overlay District	X		Y
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

JG

DEVELOPMENT STANDARDS

Per Title 19.08.040, the following development standards apply:

Standard	*Required/Allowed*	*Provided*	*Compliance*
Min. Lot Size	20,000 SF	109,723 SF	Y
Min. Lot Width	100 feet	338 feet	Y
Min. Setbacks (Accessory Structures)			
• Front	Not Allowed	N/A	N/A
• Side (N)	3 Feet	35 Feet	Y
• Side (S)	3 Feet	4 Feet	Y
• Rear	3 Feet	26 Feet	Y
Min. Distance Between Buildings	6 feet	96 feet	Y
Max. Lot Coverage	N/A	N/A	N/A
Max. Building Height	Lesser of 2 stories, 35 feet or the height of the principal building	21 Feet	Y
Max. Floor Area (Accessory Structures)	1,598 SF	6,876 SF	N

ANALYSIS

This is a request for a Special Use Permit for a proposed 1,360 square-foot, single story Accessory Structure, (Class I) on a developed single-family residential lot at 6832 Thom Boulevard. An Accessory Structure (Class I) use is defined by Title 19.20.020 as "an accessory structure which is located on the same residential parcel as a principal dwelling and which, as an ancillary use, provides living quarters, including full kitchen facilities, for the occupants of the principal dwelling or their tenants, domestic employees or temporary guests." If the principal dwelling is owner-occupied, a Class I accessory structure may be offered or occupied as a rental unit.

Approval of an associated Variance (VAR-37379) will be required, as the combined floor area of the existing and proposed accessory structures exceeds 50 percent of the floor area of the principal dwelling. The site is 2.52 acres and zoned R-E (Residence Estates). The purpose of the R-E District is to provide for low density residential units located on large lot and conveying a rural environment. Typical R-E uses may require accessory structures that could be larger than the main dwelling unit, such as for Animal Keeping & Husbandry, Horse Corral or Stable (Private) and Livestock Farming (Bovines/Horses). With these types of uses available for an R-E property, staff is recommending approval of the associated Variance. Staff is recommending approval of this Special Use Permit request, as it is compatible with the existing and future land uses of surrounding properties and otherwise meets Title 19.04 requirements for the use.

FINDINGS

The following findings must be made for a Special Use Permit:

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."**

   The proposed use is compatible with the ML (Medium-Low Density Residential) General Plan designation and is located within an existing R-E (Residence Estates) subdivision and is set back sufficiently from neighboring properties. Therefore, the use can be conducted in a manner that is harmonious and compatible with the surrounding residential uses to the east of the subject property.

2. **"The subject site is physically suitable for the type and intensity of land use proposed."**

   The subject site is physically suitable for the type and intensity of the proposed Accessory Structure (Class I) use.

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 by Deer Springs Way, an 80-foot Secondary Collector street and Thom Boulevard, a 65-foot local street. The proposed use is not expected to have any effect on traffic in the area, and therefore this right-of-way will be adequate to accommodate it and the existing uses on the property.

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."**

   Approval of the proposed Accessory Structure (Class I) use will not jeopardize the public health, safety or welfare, as it will be subject to permit review and inspection prior to completion.

5. **The use meets all of the applicable conditions per Title 19.04.**

   The proposed Accessory Structure (Class I) use meets the conditions of Title 19.04.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 18

NOTICES MAILED 255 (By City Clerk)

APPROVALS 3

PROTESTS 5

JG

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: SUP-37415 APN: 125-24-802-011

Name of Property Owner: ~~Kevin~~ Desert Fame, LLC

Name of Applicant: Kevin Kelly

Name of Representative: _____

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: Kevin Kelly

Subscribed and sworn before me

This 2 day of March, 2010

_____
Notary Public in and for said County and State

MARIA T. GALINDO
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 11/17/13
Certificate No: 06-103477-1

RECEIVED
MAR 02 2010

Revised 11-14-06

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Special Use Permit

Project Address (Location) 6932 Thom Blvd

Project Name Kelly Guest House Addition **Proposed Use** Residential

Assessor's Parcel #(s) 125-24-602-011 **Ward #** 6

General Plan: existing 3146 proposed 1360 **Zoning:** existing RE proposed RE

Commercial Square Footage None **Floor Area Ratio**

Gross Acres 2.52 **Lots/Units** 1 **Density**

Additional Information

PROPERTY OWNER Desert Forest LLC **Contact** 702-210-6958

Address 6932 Thom Blvd **Phone:** 210-6958 **Fax:** 368-3148

City LV NV 89131 **State** NV **Zip** 89131

E-mail Address Kevin@LandKings.com

APPLICANT Kevin Kelly **Contact** 210-6958

Address 6932 Thom Blvd **Phone:** 473-520 **Fax:** 368-3148

City Las Vegas **State** NV **Zip** 89131

E-mail Address Kevin@LandKings.com

REPRESENTATIVE **Contact**

Address **Phone:** **Fax:**

City **State** **Zip**

E-mail Address

Property Owner Signature* [signature]

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Kevin Kelly

Subscribed and sworn before me

This 2 day of March, 20 10.

[signature]

Notary Public in and for said County and State

MARIA T. GALINDO
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 11/17/13
Certificate No: 06-103477-1

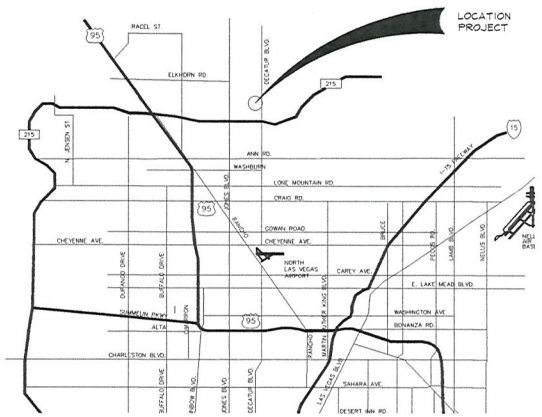
FOR DEPARTMENT USE ONLY

Case #	SUP-37415
Meeting Date:	3/25/10
Total Fee:	1030.00
Date Received:*	3/2/10
Received By:	M Rey

*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development Department for consistency with applicable sections of the Zoning Ordinance.

RECEIVED
MAR 02 2010

Revised 10/27/08



VICINITY MAP

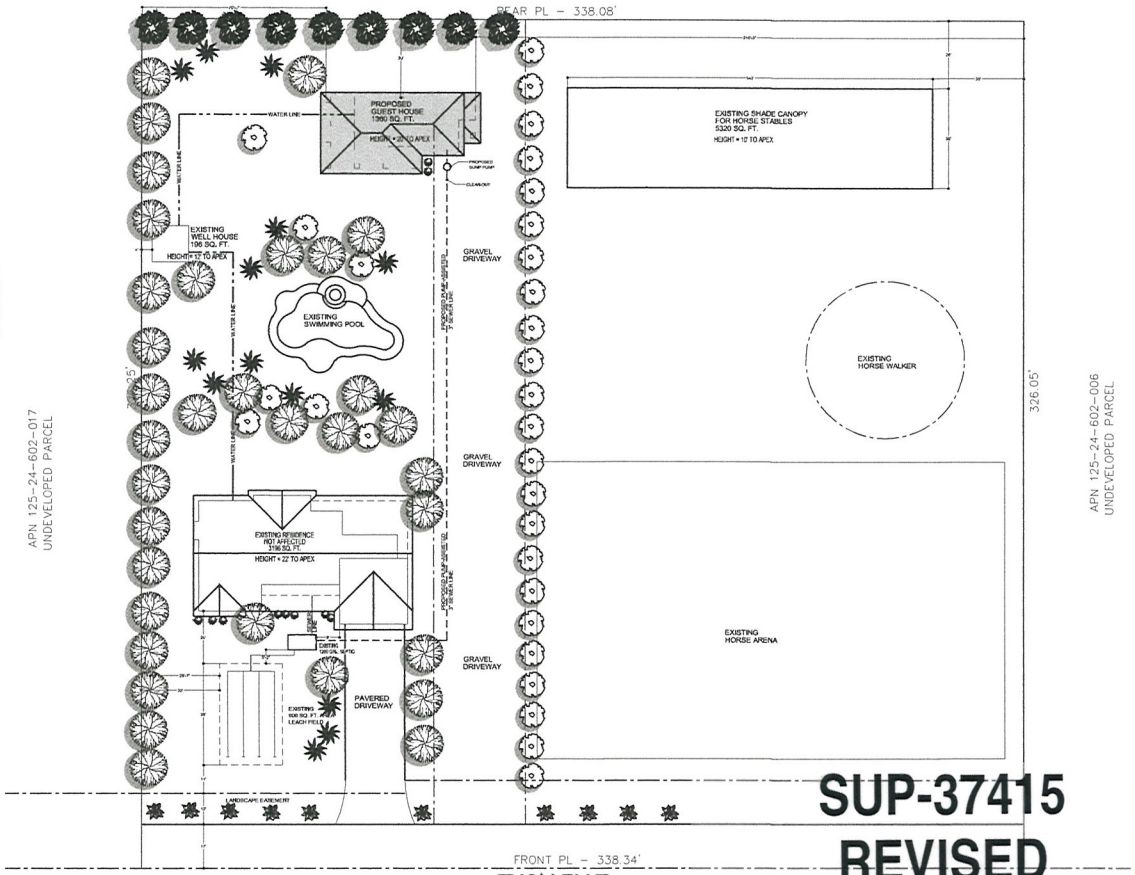
DESIGN ANALYSIS:

JURISDICTION:		CITY OF LAS VEGAS
BUILDING USE:		GUEST HOUSE
CONSTRUCTION TYPE:		V-N
ZONING:		R-E
OCCUPANCY:		R-1
STORIES IN HEIGHT:		1
HEIGHT IN FEET:		20'-7"
BUILDING SET-BACKS:	FRONT -	N/A
	RIGHT -	210'-3"
	LEFT -	70'-5"
	REAR -	30'-0"

SQUARE FOOTAGE:

EXISTING RESIDENCE	3,196
EXISTING WELL HOUSE	196
EXISTING HORSE CANOPY	5320
PROPOSED GUEST HOUSE	1360
TOTAL SQUARE FOOTAGE UNDER STRUCTURE	10,072
50% OF EXISTING RESIDENCE	1598
TOTAL PROPOSED SQ. FT.	1360

APN 125-24-602-010
EXISTING PARCEL



APN 125-24-602-017
UNDEVELOPED PARCEL

APN 125-24-602-006
UNDEVELOPED PARCEL

SITE PLAN
1/32" = 1'

SUP-37415
REVISED
03/25/10 PC

RECEIVED
FEB 26 2010

CONSULTANTS

THE KELLY RESIDENCE
Detached Guest House

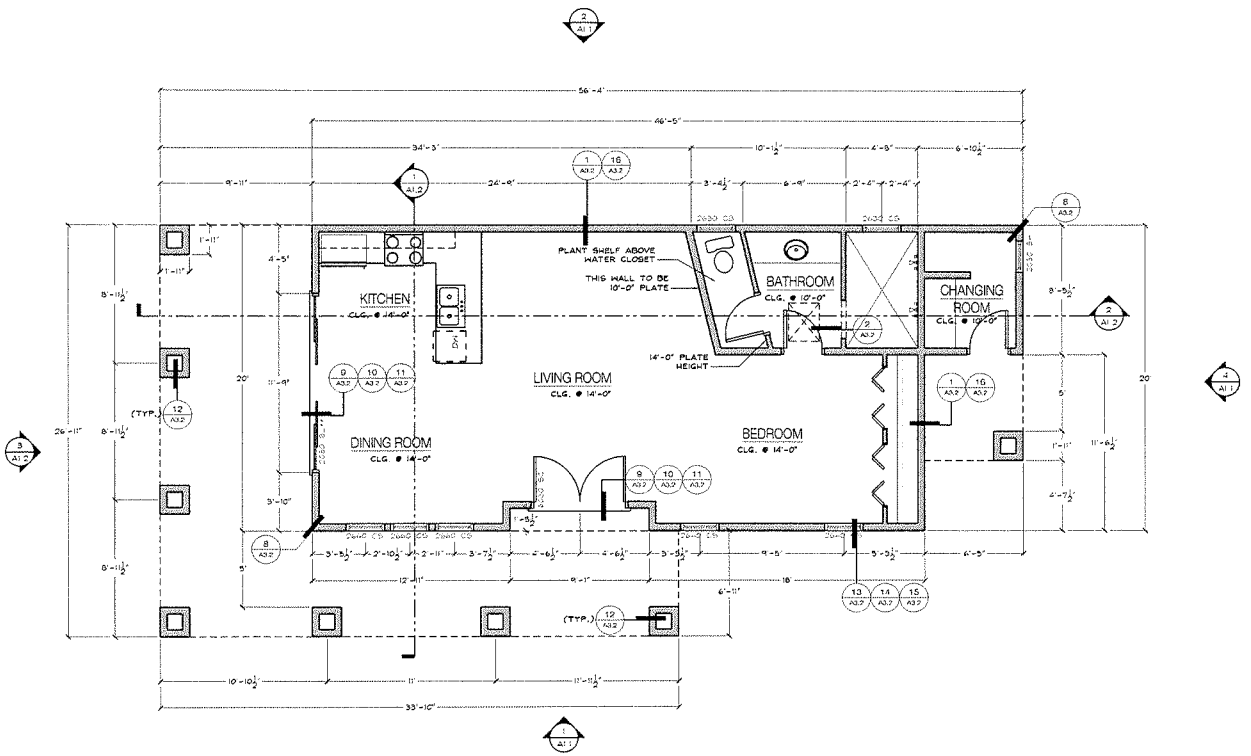
OWNER
Kevin Kelly
6832 Thom Blvd.
Las Vegas, NV 89131-2700

The Kelly Residence
Detached Guest House

MARK	DATE	DESCRIPTION

PROJECT NO: ----
CAD DWG FILE: A0 SITE PLAN.DWG
DRAWN BY: -
CHECKED BY: -
OWNER/BUILDER: Kevin Kelly
SIGNED BY:
SHEET TITLE
SITE PLAN

AS



FLOOR PLAN

3/16" = 1'

RECEIVED

FEB 12 2010

SUP-37415

03/25/10 PC

THE KELLY RESIDENCE
Detached Guest House

OWNER

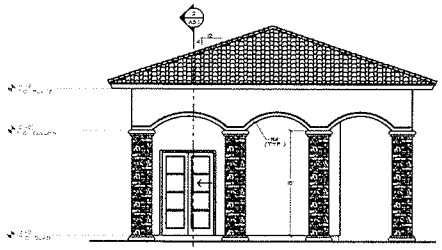
Kevin Kelly
6832 Thom Blvd.
Las Vegas, NV 89131-2700

The Kelly Residence
Detached Guest House

MARK	DATE	DESCRIPTION

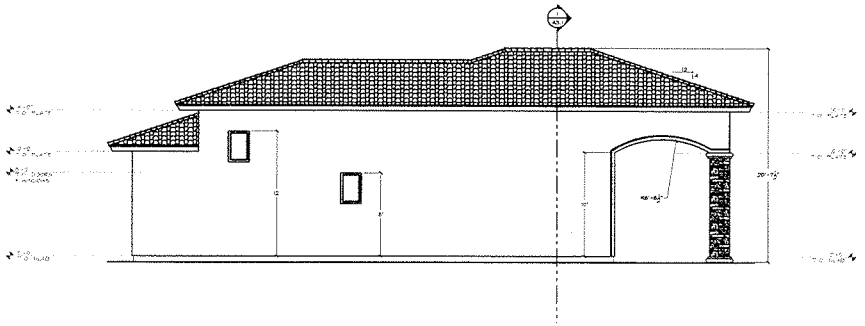
PROJECT NO: ----
CAD DWG FILE:
DRAWN BY: -
CHECKED BY: -
OWNER/BUILDER: Kevin Kelly
SIGNED BY:
SHEET TITLE
FLOOR PLAN

A1



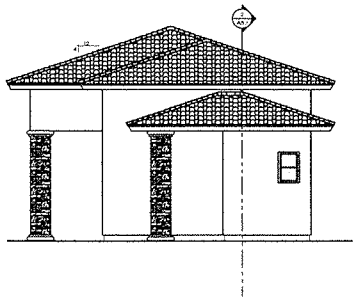
LEFT ELEVATION

1/8" = 1'



REAR ELEVATION

1/8" = 1'

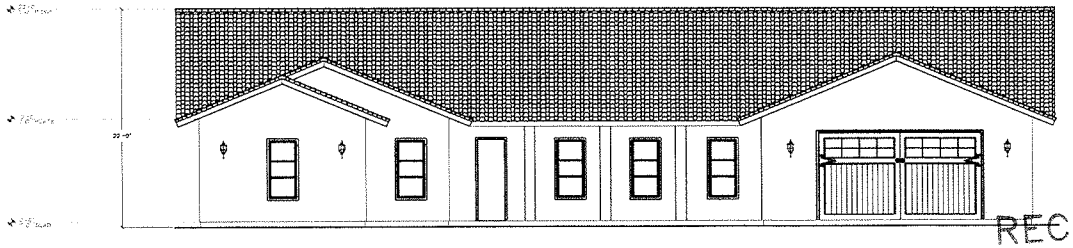


RIGHT ELEVATION

1/8" = 1'

FRONT ELEVATION

1/8" = 1'



EXISTING RESIDENCE FRONT ELEVATION

1/8" = 1'

RECEIVED

FEB 12 2010

SUP-37415

03/25/10 PC

THE KELLY RESIDENCE
Detached Guest House

OWNER

Kevin Kelly
6832 Thom Blvd.
Las Vegas, NV 89131-2700

The Kelly Residence
Detached Guest House

MARK	DATE	DESCRIPTION

PROJECT NO: ----
CAD DWG FILE:
DRAWN BY: -
CHECKED BY: -
OWNER/BUILDER: Kevin Kelly
SIGNED BY:

SHEET TITLE
ELEVATIONS

A2

SUP-37415 - APPLICANT/OWNER: DESERT FOREST, LLC
6832 THOM BOULEVARD

02/18/10

SUP-37415 - APPLICANT/OWNER: DESERT FOREST, LLC
6832 THOM BOULEVARD

02/18/10

SUP-37415 - APPLICANT/OWNER: DESERT FOREST, LLC
6832 THOM BOULEVARD

02/18/10

SUP-37415 - APPLICANT/OWNER: DESERT FOREST, LLC
6832 THOM BOULEVARD

02/18/10

SUP-37415 - APPLICANT/OWNER: DESERT FOREST, LLC
6832 THOM BOULEVARD

02/18/10

THE KELLY RESIDENCE

CLV Project Number: 153299-R-09
Project Description: 6832 Thom Blvd.

February 26, 2010

City of Las Vegas
Planning & Development
731 S. Fourth Street
Las Vegas, NV 89101

Justification:

The request for building an addition on our property is as follows.

1. Our current residence is a modest 3196 square foot home, positioned on a 2 ½ acre parcel. We often have family and friends from out of town stay with us, and we feel the need to add a small guest quarters to the property. The property also contains horse stables with a shade canopy, a small well house and a temporary green house, that has now been removed on the south west portion of the property. Due to these other structures we are in excess of the 50% expandable limit as indicated in Title 19. The shade structure is simply to provide shade for our horses. It is not a barn nor does it have wall or any confined space other than that provided by the panels that make up the stalls. We have no other conditioned spaces throughout the property. This addition will be used periodically for residential purposes. The architecture of the proposed structure will match that of the existing residence. The height will be less than the existing residence. It will add value to our property and benefit our surrounding neighborhood by doing so.

2. Current zoning for the property is R-E. We have no desire to change our zoning. This is a residential property and will remain so. The intended use for the proposed structure will be residential.

Thank you for taking the time to review our submittal, I look forward to your decision.

Sincerely,

Kevin Kelly
Owner/Builder

6832 THOM BLVD.
LAS VEGAS, NEVADA 89131

SUP-37415
REVISED
03/25/10 PC

RECEIVED
FEB 26 2010

NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

Return Service Requested

Official Notice of Public Hearing

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-37379 & SUP-37415
Planning Commission Meeting of 3/25/2010

1252451050
TRAHAN RUSSELL & JOYCE
5301 BLACK CORAL AVE
LAS VEGAS NV 89131-1021

Case: VAR-37379

RECEIVED
MAR 23 2010

Submitted after final agenda

Date

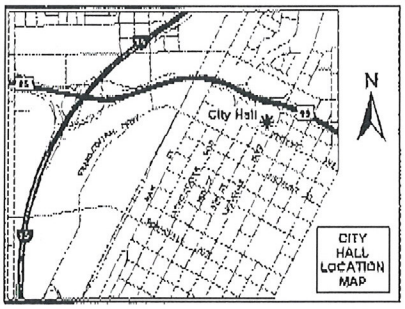
Item 188
4/7

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.41⁴
0004279218 MAR 12 2010
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-37379 & SUP-37415

Planning Commission Meeting of 3/25/2010

Case: VAR-37379
12524610001
HORIHAN DEVIN P
6825 UNICORN ST
LAS VEGAS NV 89131-2774

AAUOS11 89131

RECEIVED
MAR 16 2010

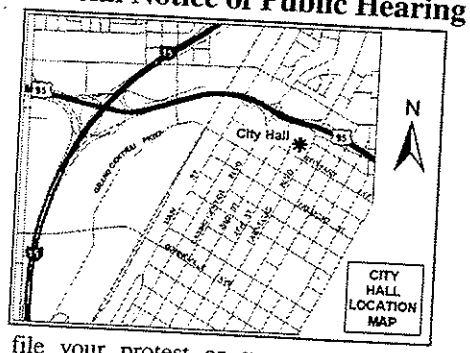
19P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M 0004279218
$ 00.41⁴
MAR 12 2010
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

[X] I SUPPORT this Request

[ ] I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-37379 & SUP-37415

Planning Commission Meeting of 3/25/2010

MAR 19 2010

12524612012 Case: VAR-37379
SELMSER ERIC
4836 BEDROCK COVE CT
LAS VEGAS NV 89131-2782

Submitted after final agenda
Date
Item 18A

AAUDE11 89131

City of Las Vegas Agenda Item No.: **87.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: MAY 5, 2010

DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:

SDR-37363 – ABEYANCE ITEM - SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - APPLICANT/OWNER: LIED FOUNDATION TRUST – Council Review of a request for a Major Amendment to an approved Site Development Plan Review TO ALLOW ZERO-FOOT LANDSCAPE BUFFERS AND NO PLANTING MATERIALS ALONG THE NORTH AND EAST PERIMETERS WHERE THREE AND FOUR FEET WERE PREVIOUSLY APPROVED, RESPECTIVELY on 2.81 acres at 3901 West Charleston Boulevard (APN 162-06-502-003), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

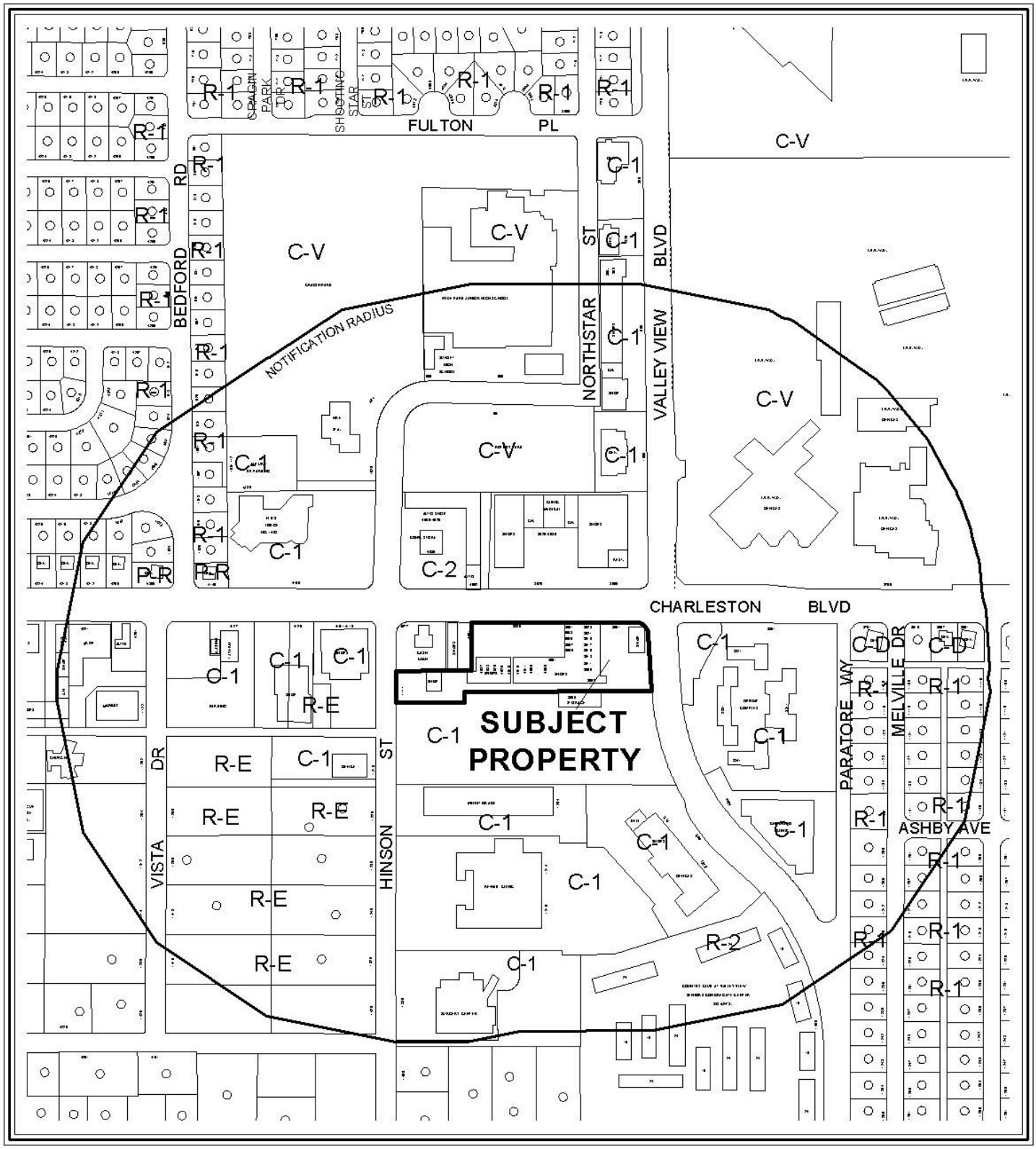
PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**5**	**Planning Commission Mtg.**	**0**
City Council Meeting	**2**	**City Council Meeting**	**2**

RECOMMENDATION:

The Planning Commission (7-0 vote) and Staff recommend APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:

1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. Protest/Support Postcards
7. Backup referenced from the March 25, 2010 Planning Commission Meeting Item #28



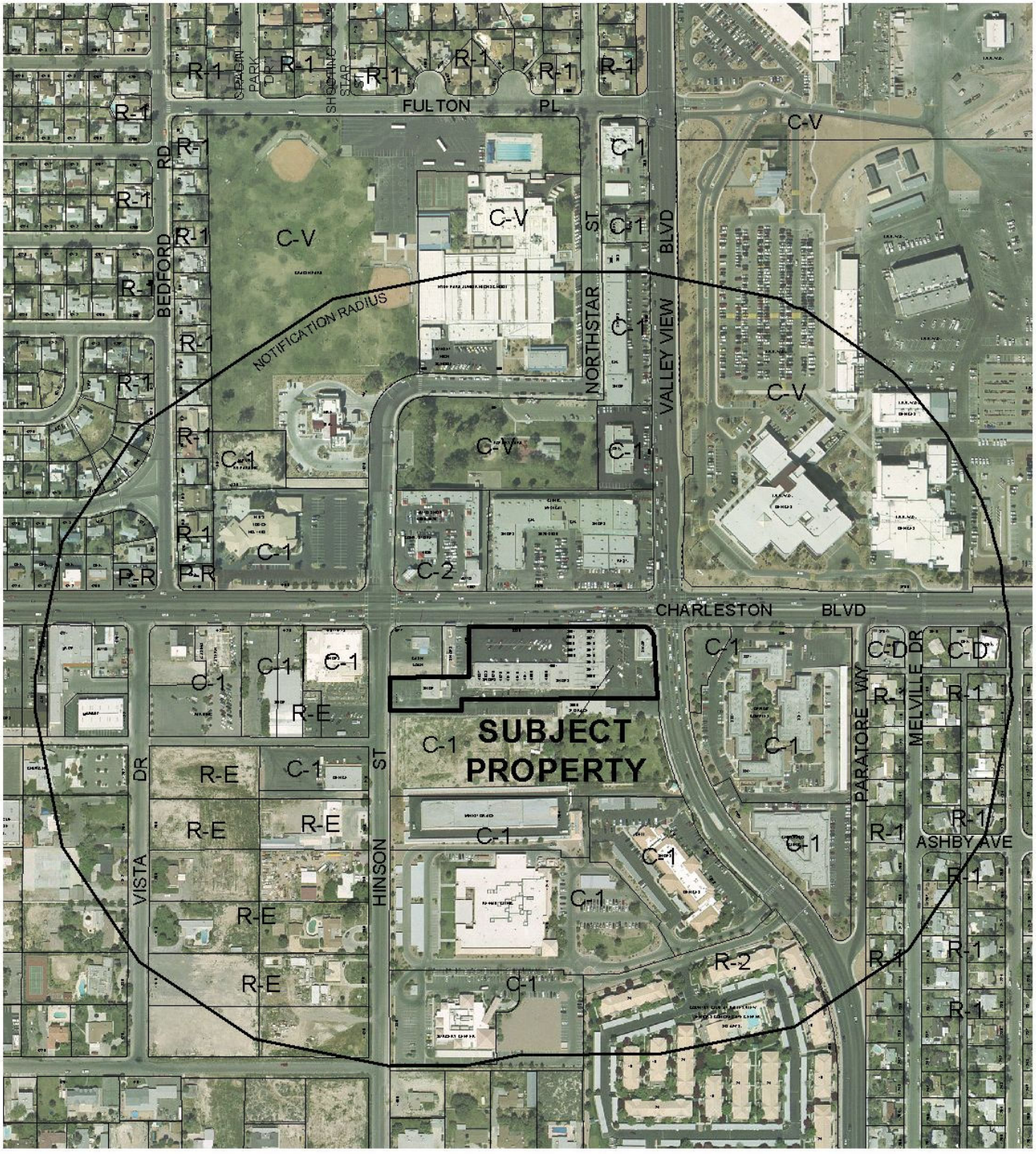
0 300 600 Feet

CASE: **SDR-37363**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



CASE: **SDR-37363**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

0 300 600 Feet

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: MAY 5, 2010
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: APPLICANT/OWNER: LIED FOUNDATION TRUST

THIS ITEM WAS HELD IN ABEYANCE FROM THE APRIL 21, 2010 CITY COUNCIL MEETING AT THE REQUEST OF COUNCILMAN WOLFSON

** CONDITIONS **

The Planning Commission (7-0 vote) and Staff recommend APPROVAL, subject to conditions:

Planning and Development

1. This approval shall be void two years from the date of final approval, unless a final inspection has been conducted by the Planning and Development Department. An Extension of Time may be filed for consideration by the City of Las Vegas.

2. All City Code requirements and design standards of all City Departments must be satisfied, except as modified herein.

RG

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request for a Major Amendment to an approved Site Development Plan Review to allow zero-foot landscape buffers and no planting materials within the Charleston Boulevard and Valley View Boulevard perimeter landscape buffers, where three and four-foot buffers respectively, were previously approved at 3901 West Charleston Boulevard. There is an approved site plan and landscaping plan that was submitted as part of an approved building permit for the site in 1979.

ISSUES

- The landscape buffer area along Valley View Boulevard is sloped, and located adjacent to a bus stop. Staff can support the request for this area due to the topography of the buffer area and the damage to the buffer area from heavy foot traffic associated with the bus stop.

- A condition has been added to require a landscape buffer and planting materials along Charleston Boulevard as the applicant has provided no compelling justification for the removal of the required landscaping. With this condition, staff recommends approval of this request.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc. and Property Sales	
02/27/63	The City Board of Commissioners approved a request of Rezoning (Z-0158-62) from R-E to R-4, for property generally located on the south side of West Charleston Boulevard, between Valley View Boulevard and Hinson Street. Planning Commission and staff recommended approval.
11/12/08	A Code Enforcement case (#71758) was processed for the business to remove graffiti at the rear/south wall of the building. The case was closed by Code Enforcement on 01/22/10.
03/25/10	The Planning Commission (7-0 vote) recommended APPROVAL (PC Agenda Item #28/rg).
Related Building Permits/Business Licenses	
03/16/79	A building permit (#1762) was approved for a new Restaurant at 3901 West Charleston Boulevard. The project was completed on 09/18/79.
05/15/91	A business license (B11-00400) was approved for a business supply store at 3901 West Charleston Boulevard. The license is active.

12/02/94	A building permit (#94358907) was approved to install an aluminum awning at 3901 West Charleston Boulevard. The project was completed on 02/14/95.
09/15/00	A business license (M18-01995) was approved for a consulting business at 3901 West Charleston Boulevard. The license is active.
03/21/01	A business license (B11-00651) was approved for a business supply store at 3901 West Charleston Boulevard. The license is active.
04/05/01	A business license (M18-02121) was approved for a consulting business at 3901 West Charleston Boulevard. The license is active.
03/28/02	A business license (Q01-00380) was approved for a real estate firm at 3901 West Charleston Boulevard. The license was marked out of business.
05/29/07	A business license (A44-00016) was approved for automobile sales at 3901 West Charleston Boulevard. The license is active.
Pre-Application Meeting	
02/09/10	A pre-application meeting with the applicant was held where elements of submitting a Site Development Plan Review to allow a zero-foot landscape buffer were discussed. The topics included: • The submittal of application materials, meeting dates, and deadlines were discussed.
Neighborhood Meeting	
A neighborhood meeting was not required, nor was one held.	
Field Check	
02/18/10	The site has banner signs on the south side of the building without permit per Title 19.14. A trash bin is located at the rear of the building at the parking area with no trash enclosure on-site.

Details of Application Request	
Site Area	
Gross Acres	2.81

Surrounding Property	Existing Land Use	Planned Land Use	Existing Zoning
Subject Property	General Retail	SC (Service Commercial)	C-1 (Limited Commercial)
North	Commercial Center	SC (Service Commercial)	C-1 (Limited Commercial)
South	Vacant	SC (Service Commercial)	C-1 (Limited Commercial)
East	Office	SC (Service Commercial)	C-1 (Limited Commercial)
West	General Retail	SC (Service Commercial)	C-1 (Limited Commercial)

Special Districts/Zones	*Yes*	*No*	*Compliance*
Special Area Plan		X	N/A
Special Districts/Zones	*Yes*	*No*	*Compliance*
Special Purpose and Overlay Districts			
A-O Airport Overlay District (175 Feet)	X		Y
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

DEVELOPMENT STANDARDS

Pursuant to Title 19.12.040, the following standards apply:

Landscaping and Open Space Standards				
Standards	*Required*		*Provided*	*Compliance*
	Ratio	*Trees*		
Buffer Trees: • North • East	By Approved Landscape Plan	2 Trees 0 Trees	3 Palm Trees 0 Trees	N*
TOTAL PERIMETER TREES		**2 Trees**	**3 Trees**	**N**
LANDSCAPE BUFFER WIDTHS				
Min. Zone Width • North • East	15 Feet 15 Feet		4 Feet 4 Feet	N

*The trees provided along Charleston Boulevard are not located in approved planter areas, but are clustered together further to the west.

ANALYSIS

This is a request for a Major Amendment to an approved Site Development Plan Review to allow zero-foot landscape buffers and no planting materials along Charleston Boulevard and Valley View Boulevard perimeter landscape buffers, where three and four feet respectively, were previously approved at 3901 West Charleston Boulevard.

The site was approved via building permit in 1979, with approved site and landscaping plans depicting perimeter landscaping along both Valley View Boulevard and Charleston Boulevard. At some point, the landscaping materials were removed and the buffer areas were filled with concrete. This request is to allow the concrete to remain. The landscape buffer area along Valley View Boulevard is sloped, and located adjacent to a bus stop. Staff can support the request for this area due to the topography of the buffer area and the damage to the buffer area from heavy foot traffic associated with the bus stop.

However, staff cannot support the request along Charleston Boulevard, as the applicant has provided no compelling justification for the removal of the required landscaping. A condition has been added to require a landscape buffer and planting materials to comply with the approved plans along Charleston Boulevard. With this condition, staff recommends approval of this request.

FINDINGS

The following findings must be made for a Site Development Plan Review:

1. **The proposed development is compatible with adjacent development and development in the area;**

   The proposed development contains an existing building and is compatible with adjacent development and development in the area as conditioned.

2. **The proposed development is consistent with the General Plan, this Title, the Design Standards Manual, the Landscape, Wall and Buffer Standards, and other duly-adopted city plans, policies and standards;**

   The site is not consistent with the site and landscape plans approved for the site in 1979.

3. **Site access and circulation do not negatively impact adjacent roadways or neighborhood traffic;**

   The site is accessed from Charleston Boulevard, a 100-foot Primary Arterial and Valley View Boulevard, an 80-foot Secondary Collector. The site access and circulation do not impact the adjacent roadways or neighborhood traffic and it is part of the existing commercial center.

4. **Building and landscape materials are appropriate for the area and for the City;**

   The existing building material is appropriate for the area and for the City. However, the perimeter landscaping buffer is non-existent. As conditioned, the landscape materials are appropriate for the area and for the City.

5. **Building elevations, design characteristics and other architectural and aesthetic features are not unsightly, undesirable, or obnoxious in appearance; create an orderly and aesthetically pleasing environment; and are harmonious and compatible with development in the area;**

   The existing building elevations are not unsightly or obnoxious, and are compatible with development in the area.

6. **Appropriate measures are taken to secure and protect the public health, safety and general welfare.**

   The proposed development is subject to permit review and inspection; therefore, appropriate measures will be taken to protect the health, safety, and general welfare.

PLANNING COMMISSION ACTION

The Planning and Development Department staff had proposed the additional condition: "*The perimeter landscaping buffer along Charleston Boulevard shall be landscaped with trees and shrubs in conformance with the site plan, date stamped 02/12/79 and landscape plan, date stamped, 02/13/79, except as amended by conditions herein. A final inspection by the Planning and Development Department staff shall be completed within 90 days of final approval."* The applicant requested this condition be removed and the Planning Commission concurred.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 20

NOTICES MAILED 90 (By City Clerk)

APPROVALS 7

PROTESTS 5

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: SDR-37363 APN: 162-06-302-003

Name of Property Owner: LIED FOUNDATION TRUST

Name of Applicant: LIED FOUNDATION TRUST

Name of Representative: BARRY W. BECKER

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 __X__ 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: _____

RECEIVED
FEB 08 2010

Signature of Property Owner: Christina M. Hixson

Print Name: LIED FOUNDATION TRUST
CHRISTINA M. HIXSON, TRUSTEE

Subscribed and sworn before me

This 2ND day of FEBRUARY, 2010

Dennis H. Smith
Notary Public in and for said County and State

DENNIS H. SMITH
NOTARY PUBLIC
STATE OF NEVADA
My Commission Exp. June 22, 2012
Commission No: 92-3295-1

PLANNING & DEVELOPMENT
CITY OF LAS VEGAS
DEVELOPMENT SERVICES CENTER

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Review of Landscape & Modification request

Project Address (Location) 3889 W. CHARLESTON BLVD, LAS VEGAS, NV
for 3901 W. CHARLESTON BLVD.

Project Name _____ **Proposed Use** _____

Assessor's Parcel #(s) 162-06-502-003 **Ward #** _____

General Plan: existing _____ proposed _____ **Zoning:** existing _____ proposed _____

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres 2.81 **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER LIED FOUNDATION TRUST **Contact** CHRISTINA M. HIXSON
Address 3907 WEST CHARLESTON BLVD **Phone:** 878-1559 **Fax:** 878-6469
City LAS VEGAS **State** NV **Zip** 89102
E-mail Address N/A

APPLICANT LIED FOUNDATION TRUST **Contact** CHRISTINA M. HIXSON
Address 3907 WEST CHARLESTON BLVD **Phone:** 878-1559 **Fax:** 878-6469
City LAS VEGAS **State** NV **Zip** 89102
E-mail Address N/A

REPRESENTATIVE BARRY W. BECKER **Contact** BARRY W. BECKER
Address 50 So. JONES BLVD **Phone:** 870-0212 Ext 6530 **Fax:** 870-4976
City LAS VEGAS **State** NV **Zip** 89108
E-mail Address _____

Property Owner Signature* Christina M. Hixson

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name LIED FOUNDATION TRUST, CHRISTINA M. HIXSON TRUSTEE

Subscribed and sworn before me

This 2ND day of FEBRUARY, 2010.

Dennis H. Smith
Notary Public in and for said County and State

DENNIS H. SMITH
NOTARY PUBLIC
STATE OF NEVADA
My Commission Exp. June 22, 2012
Commission No: 92-3295-1

RECEIVED
FEB 08 2010

FOR DEPARTMENT USE ONLY

Case #	SDR-37363
Meeting Date:	03/25/10
Total Fee:	$1030.00
Date Received:*	02/08/10
Received By:	Jonathan B.

*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development Department for consistency with applicable sections of the Zoning Ordinance.

W.O.#:	0000	
DATE:	1/05/2010	PRELIMINARY LANDSCAPE PLAN FOR CHARLESTON/VALLEY VIEW
BY:	JRA	
SCALE:	30'	
SHEET	1 OF	

RECEIVED
MAR 04 2010

SDR-37363
REVISED
03/25/10 PC

INDEX OF DRAWINGS

ARCHITECTURAL:

1.1 SITE PLAN, INDEX, GEN'L NOTES
2.1 FLOOR PLAN
2.2 FOUNDATION PLAN
2.3 EXT. ELEVATION
2.4 EXT. ELEV. DOOR SCHED. DETS.
2.5 REFLECTED CLG. PLAN

3.1 ROOF FRAMING, AIR COND'G.

4.1 BUILDING SECT., INT. ELEVS.
5.1 CONST. DETS.
6.1 PLUMBING PLAN.

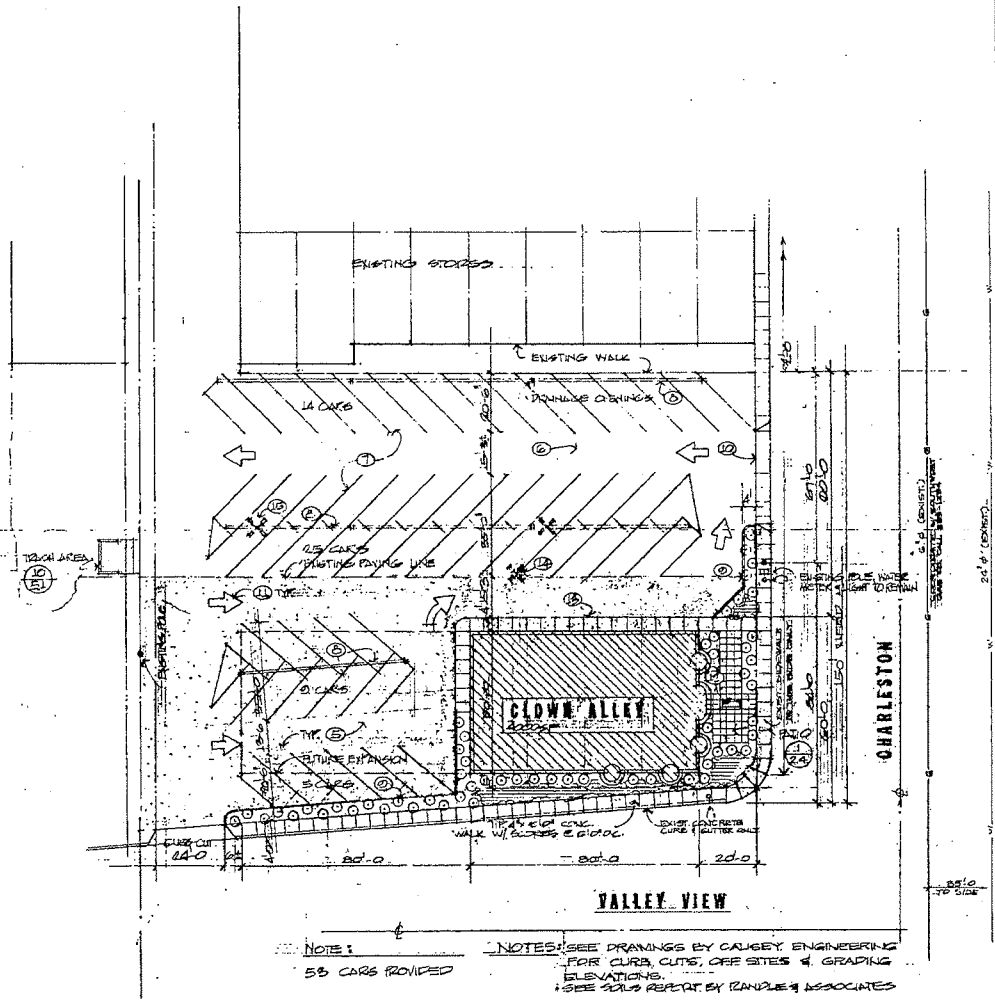
7.1 ELECT. PLAN & FIXTURES
7.2 ELECT. SYMBOLS & SCHEDULES
8.1 SPECIFICATIONS

GENERAL NOTES & SITE PLAN NOTES

1. ALL CONSTRUCTION TO BE EQUAL TO OR EXCEED MINIMUM REQUIREMENTS OF CURRENT EDITIONS OF UNIFORM BUILDING CODE, UNIFORM PLUMBING CODE, NATIONAL ELECTRICAL CODE, & LOCAL AGENCIES.
2. ALL MATTERS RELATING TO THE USE OR INTERPRETATION OF THESE VARIOUS DRAWINGS, THE ARCHITECT'S WRITTEN APPROVAL OR STATEMENT SHALL BE CONSIDERED FINAL.
3. CONTRACTOR TO PROVIDE COMPLETE, OPERABLE, AUTOMATIC WATERING SYSTEM TO ALL PLANTS AND PLANTED AREAS. SYSTEM TO BE OF SUFFICIENT SIZE & CAPACITY TO SUPPLY NORMAL PLANT GROWTH IN ALL PLANTED AREAS AS SHOWN ON SHT. 1.1.
4. ALL RADII @ PLANTERS TO BE 3'-0 U.O.N.
5. 2" A.C. TO BE ROLLED OVER 6" PEA GRAVEL OVER CLEAN COMPACT BASE OF TYPE I OR BETTER.
6. PROVIDE NEW SEAL COAT AND STRIPING OVER EXISTING ASPHALT CONC. PAVING.
7. TYP. 8'x20' STALLS W/4" PAINT STRIPES.
8. CONT. 6" CONC. BUMPER CURB.
9. 6" CONC. PLANTER CURB
10. EXISTING CURB CUT TO REMAIN
11. DIRECTION ARROW PAINTED ON A.C. (UNLESS LARGER SIZE AS INDICATED BY PLAN)
12. PYLON SIGN BY SIGN CO.
13. 4'-0 & 4' CONC. WALK
14. EXISTING LIGHT TO BE RELOCATED
15. NEW LIGHTING TO MATCH EXISTING

LANDSCAPE NOTES: ALSO SEE (5) ABOVE

1. PFITZER JUNIPERS, 5 GAL. @ 6'-0 O.C. MULTI-COLORED TRAILING GAZANIA GROUND COVER FROM FLATS @ 6"-8" O.C.



NOTE:
58 CARS PROVIDED

NOTES:
- SEE DRAWINGS BY CAUSEY ENGINEERING FOR CURB CUTS, OFF SITES & GRADING ELEVATIONS.
- SEE SOILS REPORT BY RANDLE & ASSOCIATES
- SEE JOB SITE FOR CLEARING

SITE PLAN
SC 1"=20'-0
10/15/78

- SEE STRUCTURAL CALCS BY I.D. BRZANSKI, P.E.

APPROVED LANDSCAPING PLAN
Department of Community Planning & Development
2/6/79

GARY G. WILSON
REGISTERED
No. 540
STATE OF NEVADA

FEB 9 1979

SDR-37363
REVISED
03/25/10 PC

GARY GUY WILSON, A.I.A.
ARCHITECT
3365 South Rainbow Blvd.
Las Vegas, Nevada 89102
(702) 873-4444

PROJECT: COMMERCIAL BUILDING
FOR: E. FLORIO
AT: VALLEY VIEW & CHARLESTON
LAS VEGAS, NEVADA

PROJECT NO. 7811
DATE 10/15/78
REVISIONS
2/2/79
APPD BY
SHEET NO. 1.1

A.P. 3901 W. Charleston

INDEX OF DRAWINGS

ARCHITECTURAL:

1.1 SITE PLAN, INDEX, GEN'L NOTES
2.1 FLOOR PLAN
2.2 FOUNDATION PLAN
2.3 EXT. ELEVATION
2.4 EXT. ELEV. DOOR. SCHED. DETS.
2.5 REFLECTED CLG. PLAN

3.1 ROOF FRAMING, AIR COND'G.

4.1 BUILDING SECT., INT. ELEVS.
5.1 CONST. DETS.
6.1 PLUMBING PLAN.

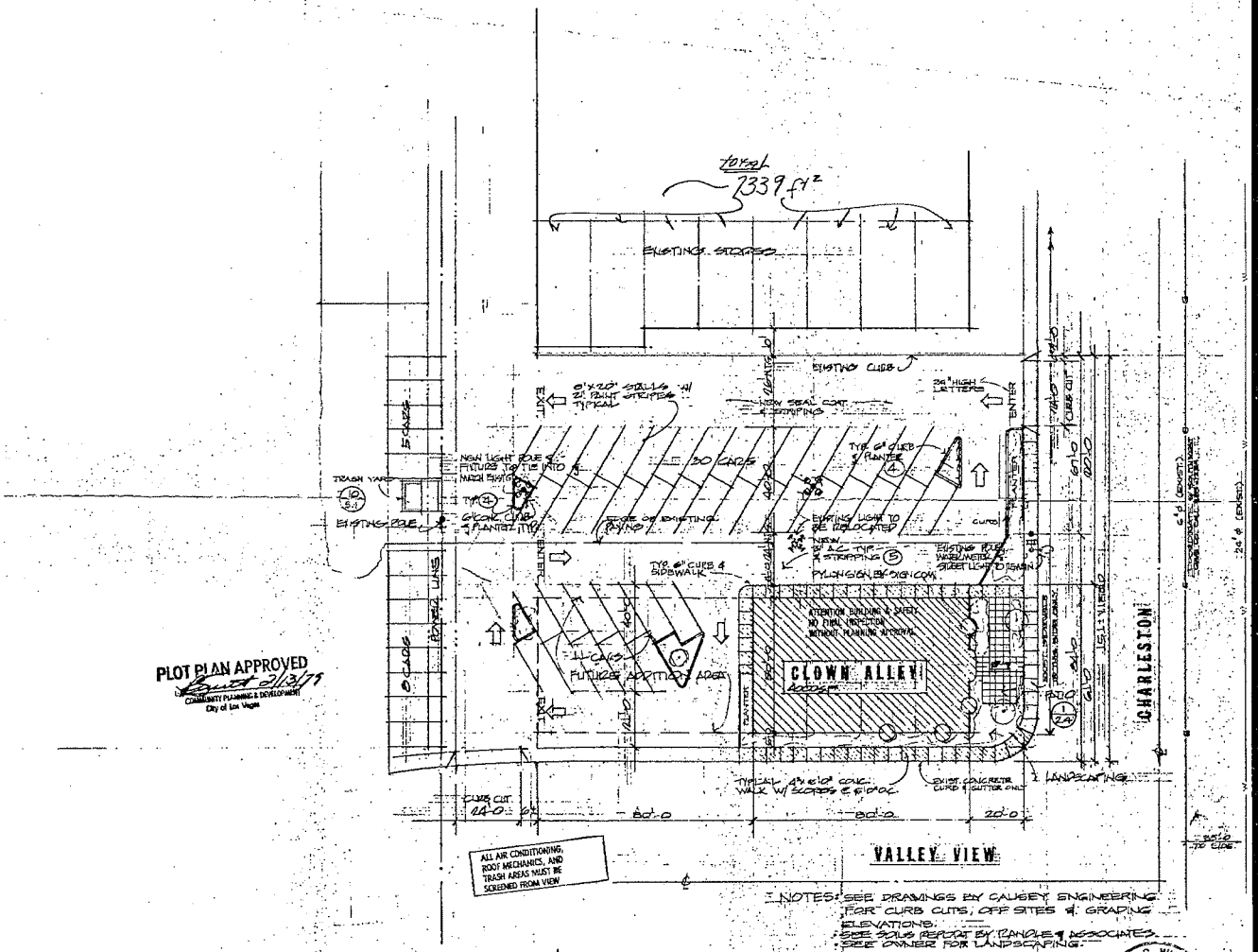
7.1 ELECT. PLAN & FIXTURES
7.2 ELECT. SYMBOLS & SCHEDULES
8.1 SPECIFICATIONS

GENERAL NOTES:

1. ALL CONSTRUCTION TO BE EQUAL TO OR EXCEED MINIMUM REQUIREMENTS OF CURRENT EDITIONS OF UNIFORM BUILDING CODE, UNIFORM PLUMBING CODE, NATIONAL ELECTRICAL CODE, & LOCAL AGENCIES.
2. ALL MATTERS RELATING TO THE USE OR INTERPRETATION OF THESE VARIOUS DRAWINGS, THE ARCHITECTS WRITTEN APPROVAL OR STATEMENT SHALL BE CONSIDERED FINAL.
3. CONTRACTOR TO PROVIDE COMPLETE, OPERABLE AUTOMATIC WATERING SYSTEM TO ALL PLANTS INCL. PLANTED AREAS. SYSTEM TO BE OF SUFFICIENT SIZE & CAPACITY TO SUSTAIN NORMAL PLANT GROWTH IN ALL PLANTED AREAS AS SHOWN ON SHT. 1.1.
4. ALL RADII @ PLANTERS TO BE 2'-0 U.O.N.
5. 2" A.C. TO BE ROLLED OVER 6" PBA GRAVEL OVER CLEAN COMPACT BASE OF TYPE I OR BETTER.

PROJECT DATA:

1. BLOCK:
2. PRESENT ZONING:
3. PARKING REQ'D:
4. PARKING PROVIDED: 54 CARS
5. HGHT:
6. SETBACKS REQ'D: ZERO
7. 100 FT. = 4,000 S.F.
8. U.B.C. DATA: 1976 EDITION



PLOT PLAN APPROVED
Date 3/13/79
COMMUNITY PLANNING & DEVELOPMENT
City of Las Vegas

NOTES: SEE DRAWINGS BY CAUSEY ENGINEERING FOR CURB CUTS, OFF SITES & GRADING ELEVATIONS.
SEE SOILS REPORT BY RANDLE & ASSOCIATES.
SEE OWNER FOR LANDSCAPING.
SEE 1.05 SITE FOR CLEARING.

SITE PLAN
SC 1"=20'-0" 10/16/78

SEE STRUCTURAL CALCS BY ILA BRANCH

GARY G. WILSON REGISTERED No. 5455 ARCHITECT STATE OF NEVADA

X SEE LANDSCAPING PLAN FOR NEW PARKING
Parking Required - 34
Parking Furnished - 38

SDR-37363
REVISED
03/25/10 PC

SDR-37363 - APPLICANT/OWNER: LIED FOUNDATION TRUST
3901 WEST CHARLESTON BOULEVARD

02/18/10

SDR-37363 - APPLICANT/OWNER: LIED FOUNDATION TRUST
3901 WEST CHARLESTON BOULEVARD

02/18/10

January 7, 2010

Evan M. DuVall
City of Las Vegas Planning and Development Services
Planner 1
731 S. Fourth Street
Las Vegas, NV 89101

Re: Landscape Violation; APN: 162-06-502-003, 3901 W. Charleston Blvd.

Dear Mr. DuVall,

This letter is in response to a landscape violation that was filed at 3901 West Charleston Boulevard (APN: 162-06-502-003), regarding conformance to the approved landscaping plan dated September, 1979.

3901 W. Charleston Blvd. was occupied by Mr. Tom Carns, PDQ Printing, for over 15 years (1984 – 1999). He cemented the area in question after the current bus stop was placed on Valley View. The decision was made to cement the area due to the increased traffic the bus stop brought, making it difficult to keep the landscaping alive. The negligence of the public; stepping on bushes, littering, knocking the small rock ground covering onto the public sidewalk, not to mention the limited seating at a highly trafficked bus stop created loitering in the landscaping, all of which continuously destroyed the shrubs and ground cover, making the upkeep costly.

In September, 1999, Mr. Carns vacated the property where the building stood vacant for 10 months. Nevada Legal Forms & Books leased the building in July, 2000, where they are currently located today.

In today's economy, it seems that keeping the area "as is", per say, for now would make the most economical sense. This is the first and only notice that we have received from the Planning and Development Services Department of the City of Las Vegas in 15 years. We would be grateful if you would re-access the area in question and take into consideration the amount of traffic the bus stop incurs each and every day as well as the amount of damage/clean-up that would be continuously required.

Thank you for your help, we look forward to your response.

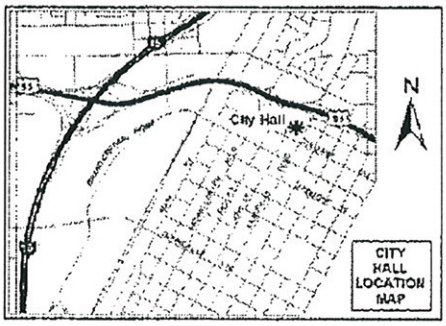
Yours truly,

Barry W. Becker
Lied Foundation Trust

RECEIVED
FEB 08 2010
SDR-37363
03/25/10 PC

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-37363
City Council Meeting of 4/21/2010

RECEIVED
2010 APR 15 P 12:55
CITY CLERK

VALLEY VIEW LAS VEGAS L L C
%P GAINES
P O BOX 1106
RANCHO SANTA FE CA 92067-1106

APN#16206502018

Submitted after final agenda

Date 4/15-10 Item 101

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

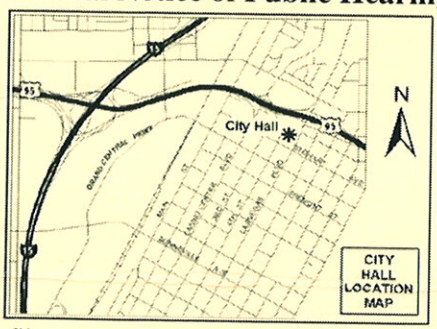
RECEIVED
CITY CLERK

2010 APR 21 A 11:24

PRESORTED
FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
02 1M
0004279218
$ 00.41⁴
APR 09 2010
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-37363
City Council Meeting of 4/21/2010

Z J & R PROPERTIES L L C
%S ZAGER
P O BOX 1500-436
CORONA DEL MAR CA 92625

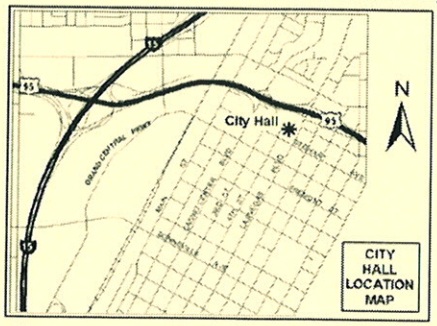
APN#13931801018

Submitted after final agen...

Date 4/21/2010 Item 101

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

Return Service Requested
Official Notice of Public Hearing



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Please use available blank space on card for your comments.

SDR-37363
City Council Meeting of 4/21/2010

RECEIVED
CITY CLERK
2010 APR 19 A 11:07

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
02 1M
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$ 00.41⁴
APR 09 2010
MAILED FROM ZIP CODE 89101

MAHILL L L C ETAL
8144 W MADDINGLEY AVE
LAS VEGAS NV 89117-7638

APN#16206510003

Submitted after final agenda

Date 4/19/10 Item 101

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

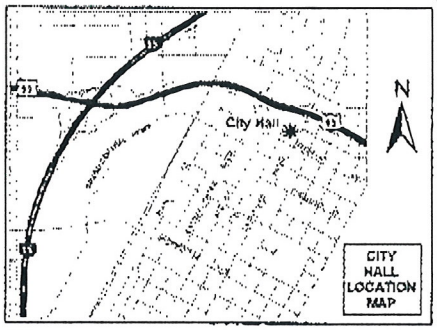
PRESORTED FIRST CLASS

02 1M $ 00.44
0004279218 APR 08 2010
MAILED FROM ZIPCODE 89101

2010 APR 12 P 2:19

RECEIVED
CITY CLERK

Return Service Requested
Official Notice of Public Hearing



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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-37363
City Council Meeting of 4/21/2010

BRAVIN GERALD & ADELINA FAM TR
BRAVIN GERALD & ADELINA TRS
1201 MELVILLE DR
LAS VEGAS NV 89102-1821

APN#16205113016

NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

PRESORTED
FIRST CLASS

16205110011 Case: SDR-37363
WILLIAMS DONALD C & LAMBERTA M
8015 EVERETTE BASIN CT
LAS VEGAS NV 89113-4012

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

Return Service Requested
Official Notice of Public Hearing

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-37363
Planning Commission Meeting of 3/25/2010

RECEIVED
MAR 19 2010

Submitted after final agenda
Date
Item 28P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M
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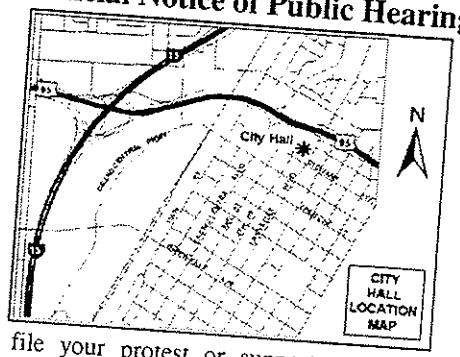
$ 00.41⁴
MAR 12 2010
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-37363

Planning Commission Meeting of 3/25/2010

DO LANDSCAPE

MAR 19 2010

Case: SDR-37363

16206510040
4127 CHARLESTON L L C
%D MASON REALTY
1137 S RANCHO DR #120
LAS VEGAS NV 89102-2259

Submitted after final agenda

Date

Item 28P

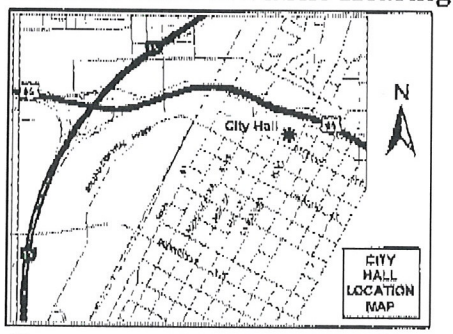
AAUDS11 89102

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.41⁴
0004279218 MAR 12 2010
MAILED FROM ZIPCODE 89101

Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-37363

Planning Commission Meeting of 3/25/2010

Case: SDR-37363
16206510036
MCGRATH THOMAS J & ELIZABETH J
3075 WESTWIND RD
LAS VEGAS NV 89146-6858

RECEIVED
MAR 15 2010

28P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

02 1M $ 00.41
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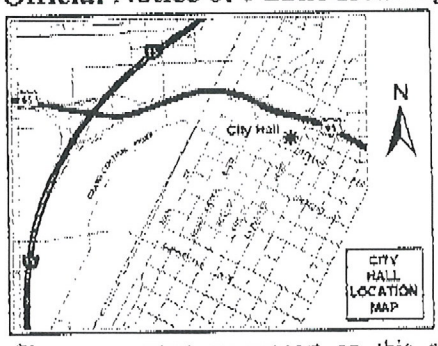
MAILED FROM ZIPCODE 89101

Return Service Requested
Official Notice of Public Hearing



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Case: SDR-37363

16205113015
BRAVIN GERALD & ADELINA
1201 MELVILLE DR
LAS VEGAS NV 89102-1821

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-37363
Planning Commission Meeting of 3/25/2010

RECEIVED
MAR 16 2010

28P

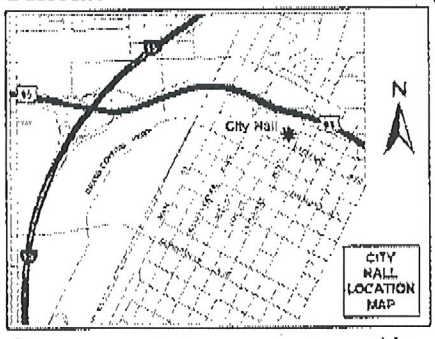
City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

MAILED FROM ZIP CODE 89101

Return Service Requested

Official Notice of Public Hearing



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SDR-37363

Planning Commission Meeting of 3/25/2010

Case: SDR-37363

16205113016
BRAVIN GERALD & ADELINA FAM TR
1201 MELVILLE DR
LAS VEGAS NV 89102-1821

RECEIVED
MAR 16 2010

28P

City of Las Vegas Agenda Item No.: **88.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: MAY 5, 2010

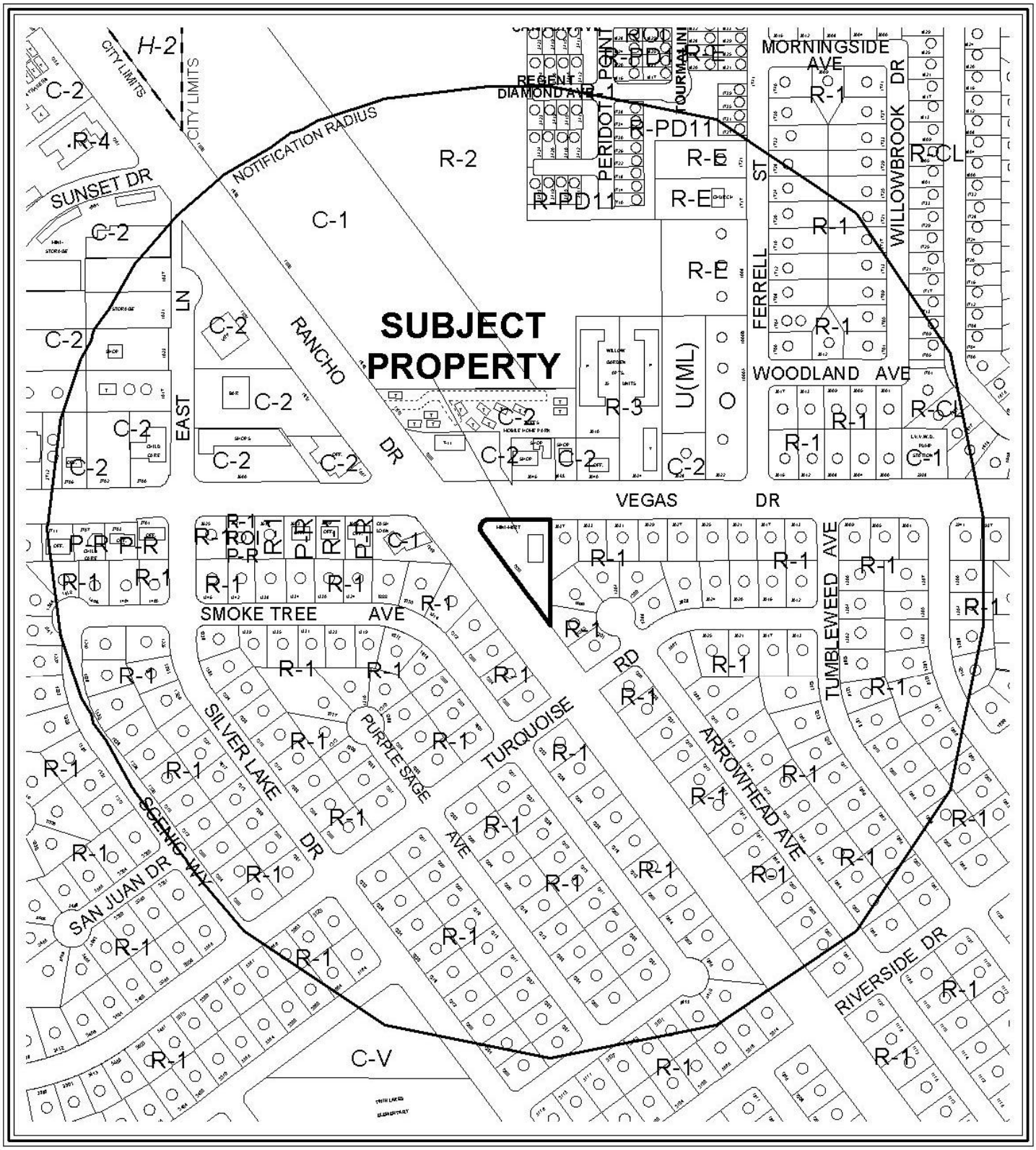
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
RQR-37530 - REQUIRED REVIEW - PUBLIC HEARING - APPLICANT/OWNER: MARIO PENA PENA - Required Review of a previously approved Special Use Permit (SUP-31367) FOR AN AUTO REPAIR GARAGE, MINOR WITH SERVICE BAY DOORS FACING THE RIGHT-OF-WAY at 1550 North Rancho Drive (APN 139-29-112-120), C-1 (Limited Commercial) Zone, Ward 5 (Barlow). Staff recommends DENIAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**1**	**City Council Meeting**	**0**

RECOMMENDATION:
Staff recommends DENIAL.

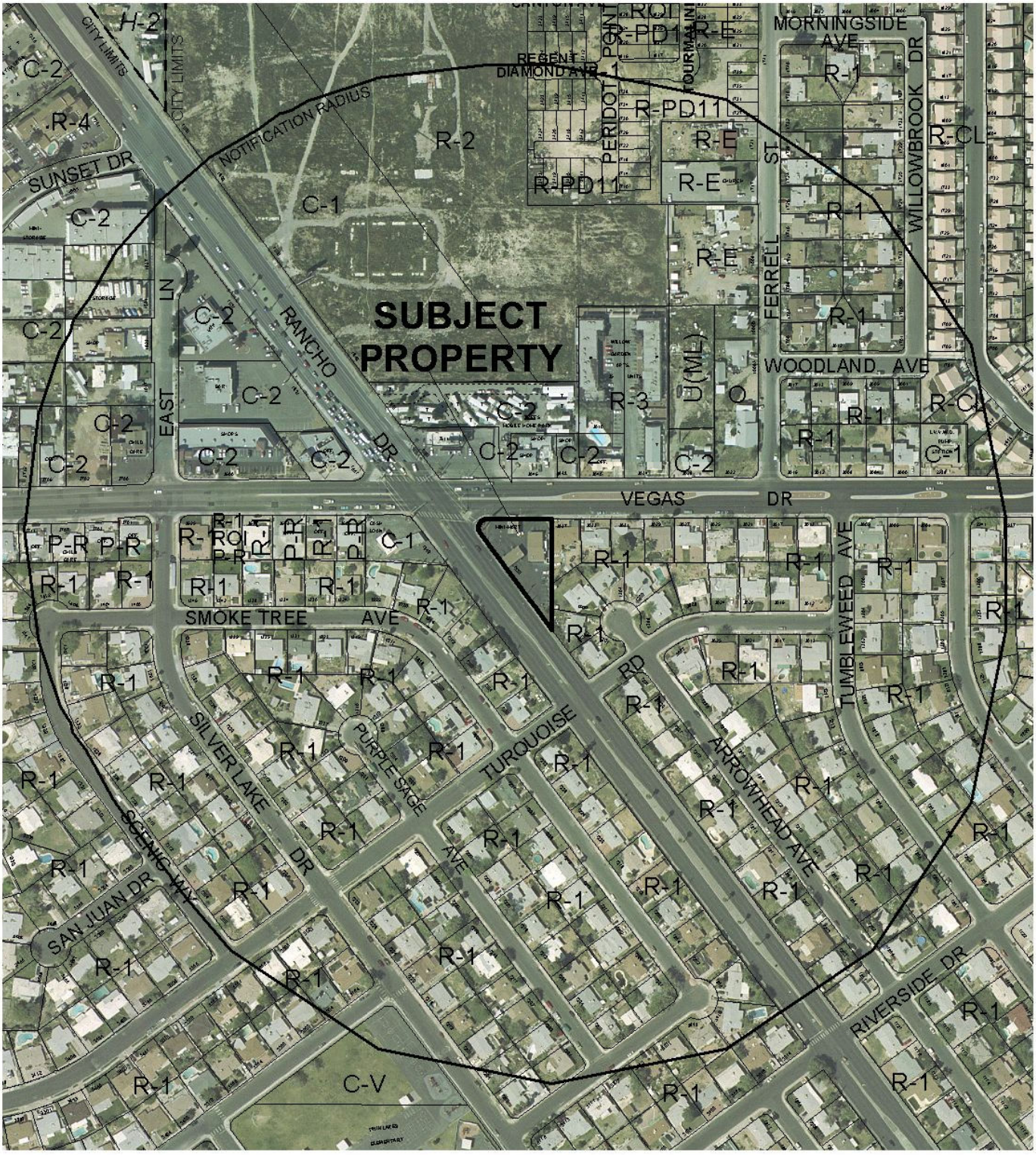
BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. City Council Approval Letter for RQR-35347
6. City Council Approval Letter for SUP-31367
7. Justification Letters
8. Protest Postcard



CASE: **RQR-37530**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)



0 200 400 Feet

CASE: **RQR-37530**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: MAY 5, 2010
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: APPLICANT/OWNER: MARIO PENA PENA

** CONDITIONS **

Staff recommends DENIAL, if approved, subject to conditions:

Planning and Development

1. Conformance to the conditions of approval for Special Use Permit (SUP-31367) and all other site related actions as required by the Planning and Development Department and Department of Public Works.

2. All illegal signage on the property shall be removed within 10 days of City Council action or permitted within 30 days of City Council action.

3. No outside storage of stock, equipment or residual used equipment shall be located or stored in any open area outside of the enclosed building.

4. All City Code requirements and design standards of City departments must be satisfied, except as modified herein.

DS

** STAFF REPORT **

PROJECT DESCRIPTION

The site has an Auto Repair Garage, Minor with the service bay doors facing the right-of-way at 1550 North Rancho Drive. There is no new development or changes in land use for properties in the surrounding area. Staff conducted a field check of the subject site on 4/6/10 and found the property free of debris with the landscaping areas being properly maintained. The building and canopy were free of any signage, but there was illegal signage (not permitted) at the corner of Rancho Drive and Vegas Drive in the landscaping island advertising tires for sale, along with an A-framed wooden sign in front of the business on Rancho Drive advertising window tinting. Tires are being stored behind the building in a gated/fenced area.

The business does not comply with Condition A of the previous Required Review (RQR-35347) dated 10/21/09 that mandated that all tires be stored in an enclosed structure to be fully permitted and receive a final inspection prior to this review. A request for a building permit (158339) for the structure was processed on 3/11/10, but a permit has not yet been issued as various City departments are currently reviewing the plans for code compliance. Additionally, the business is non-compliant with Condition of Approval #3 by having illegal signage still on the subject site. As the applicant is not in compliance with the previous conditions imposed by the City Council, staff is recommending denial of this request.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
03/04/09	The City Council approved a request for a Special Use Permit (SUP-31367) for an Auto Repair Garage, Minor with service bay doors facing the right-of-way at 1550 North Rancho Drive. The Planning Commission recommended denial on 12/04/08.
04/01/09	The Planning and Development Department administratively approved a request for a Minor Site Development Plan Review (SDR-33534) for exterior improvements to an existing building and landscape area for an Auto Repair Garage, Minor (sale and installation of tires) at 1550 North Rancho Drive.
10/21/09	The City Council approved a request for a Required Review (RQR-35347) of a previously approved Special Use Permit (SUP-31367) for an Auto Repair Garage, Minor with service bay doors facing the right-of-way at 1550 North Rancho Drive.
12/13/09	A Code Enforcement case (84969) was processed for illegal signs on a pole located at 1550 North Rancho Drive. Code Enforcement closed the case on 01/22/10.

Related Building Permits/Business Licenses	
07/19/07	A building permit (94108) was issued for a Non-Work Certificate of Occupancy at 1550 North Rancho Drive. The permit was finalized was 10/29/07.
08/20/09	A business license (R05-00642) was issued for a take-out cart at 1550 North Rancho Drive. The license is still active.
03/04/10	A business license (G02-93519) was issued for an Auto Repair Garage, Minor at 1550 North Rancho Drive. The license is still active.
03/11/10	A request for a building permit (158339) was processed for a tire storage building located at 1550 Rancho Dr. The plans are currently being reviewed, but a building permit has not yet been issued.
Pre-Application Meeting	
A pre-application meeting is not required for this type of application, nor was one held.	
Neighborhood Meeting	
A neighborhood meeting is not required for this type of application, nor was one held.	

Details of Application Request	
Site Area	
Gross Acres	0.49

Surrounding Property	Existing Land Use	Planned Land Use	Existing Zoning
Subject Property	Auto Repair Garage, Minor	SC (Service Commercial)	C-1 (Limited Commercial)
North	Retail Establishments, Auto Garage	SC (Service Commercial)	C-2 (General Commercial)
South	Single Family Dwellings	L (Low Density Residential)	R-1 (Single Family Residential)
East	Single Family Dwellings	L (Low Density Residential)	R-1 (Single Family Residential)
West	Financial Institution, Specified	SC (Service Commercial)	C-1 (Limited Commercial)
	Single Family Dwellings	L (Low Density Residential)	R-1 (Single Family Residential)

Special Districts/Zones	*Yes*	*No*	*Compliance*
Special Area Plan			
West Las Vegas Plan	X		Y

DS

Special Districts/Zones	*Yes*	*No*	*Compliance*
Special Purpose and Overlay Districts			
A-O (Airport Overlay) District (70 Feet)	X		Y
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

ANALYSIS

This is the second Required Review of a previously approved Special Use Permit (SUP-31367) for an Auto Repair Garage, Minor with service bay doors facing the right-of-way at 1550 Rancho Drive. Staff conducted a field check of the subject site on 4/6/10 and found the property free of debris with the landscaping areas being properly maintained. The building and canopy were free of any signage, but there was illegal signage (not permitted) at the corner of Rancho Drive and Vegas Drive in the landscaping island advertising tires for sale, along with an A-framed wooden sign in front of the business on Rancho Drive advertising window tinting. Additionally, staff found tires are being stored behind the building in a gated/fenced area. On 3/11/10, the applicant submitted a request for a building permit (158339) for a structure to store tires; as of 4/7/10, the plans submitted are still being reviewed by various City departments. There is no new development or changes in land use for properties in the surrounding area.

FINDINGS

The business does not comply with condition of approval A and # 3 of the previous Required Review (RQR-35347). Title 19.04 mandates that an Auto Repair Garage, Minor have no outside storage of stock, equipment or residual used equipment located or stored in any open area outside of an enclosed building. Condition 'A' mandated that all tires be stored in an enclosed structure to be fully permitted and receive a final inspection prior to this review: no such structure exists. Condition Number 3 required the applicant to remove all illegal signage within 10 days of City Council or permitted within 30 days of City Council action. The signage in the landscape area on the corner of Rancho Drive and Vegas Drive is the same signage noted during the previous field check dated 08/18/09. Staff recommended denial of Required Review (RQR-35347) as the business was not in compliance with the conditions of approval. Staff is recommending denial of this Required Review (RQR-37430) as the business still remains non-compliant.

NOTICES MAILED 306 (By Planning)

APPROVALS 0

PROTESTS 0

DS

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **RQR-37530** APN: 139-29-112-120

Name of Property Owner: Mario Pena Pena

Name of Applicant: Mario Pena Pena

Name of Representative: George Garcia c/o G.C. Garcia, Inc.

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: Mario Peña Peña

Print Name: Mario Pena Pena

Subscribed and sworn before me

This 16 day of February, 20 10

Andrea Cole

Notary Public in and for said County and State

ANDREA COLE
NOTARY PUBLIC
STATE OF NEVADA
APPT. No. 05-97271-1
MY APPT. EXPIRES SEP. 10, 2012

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Required Review for SUP-31367

Project Address (Location) 1550 N. Rancho Dr.

Project Name Accesorios Ivan **Proposed Use** Auto Repair Garage

Assessor's Parcel #(s) 139-29-112-120 **Ward #** 5

General Plan: existing SC proposed N/A **Zoning:** existing C-1 proposed N/A

Commercial Square Footage 1,677 **Floor Area Ratio**

Gross Acres 0.49+/- **Lots/Units** **Density**

Additional Information Auto Repair Garage, Minor w/Service Bay Doors Facing the Right-of-Way

PROPERTY OWNER Mario Pena Pena **Contact** Mario Pena Pena

Address 441 Mountain Villa Dr **Phone:** **Fax:**

City Las Vegas **State** NV **Zip** 89110

E-mail Address

APPLICANT Mario Pena Pena **Contact** Mario Pena Pena

Address 441 Mountain Villa Dr **Phone:** **Fax:**

City Las Vegas **State** NV **Zip** 89110

E-mail Address

REPRESENTATIVE G.C. Garcia, Inc. **Contact** George Garcia

Address 1711 Whitney Mesa Dr., Suite 110 **Phone:** (702) 435-9909 **Fax:** (702) 435-0457

City Henderson **State** NV **Zip** 89014

E-mail Address acole@gcgarciainc.com

Property Owner Signature* Mario Pena Pena

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Mario Pena Pena

Subscribed and sworn before me

This 16th day of February, 20 10.

Andrea Cole

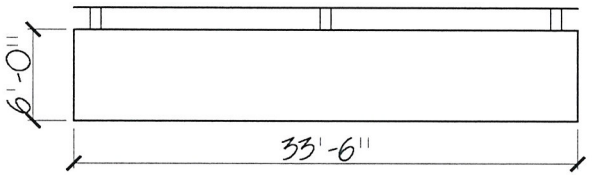
Notary Public in and for said County and State

ANDREA COLE
NOTARY PUBLIC
STATE OF NEVADA
APPT. No. 05-97271-1
MY APPT. EXPIRES SEP. 10, 2012

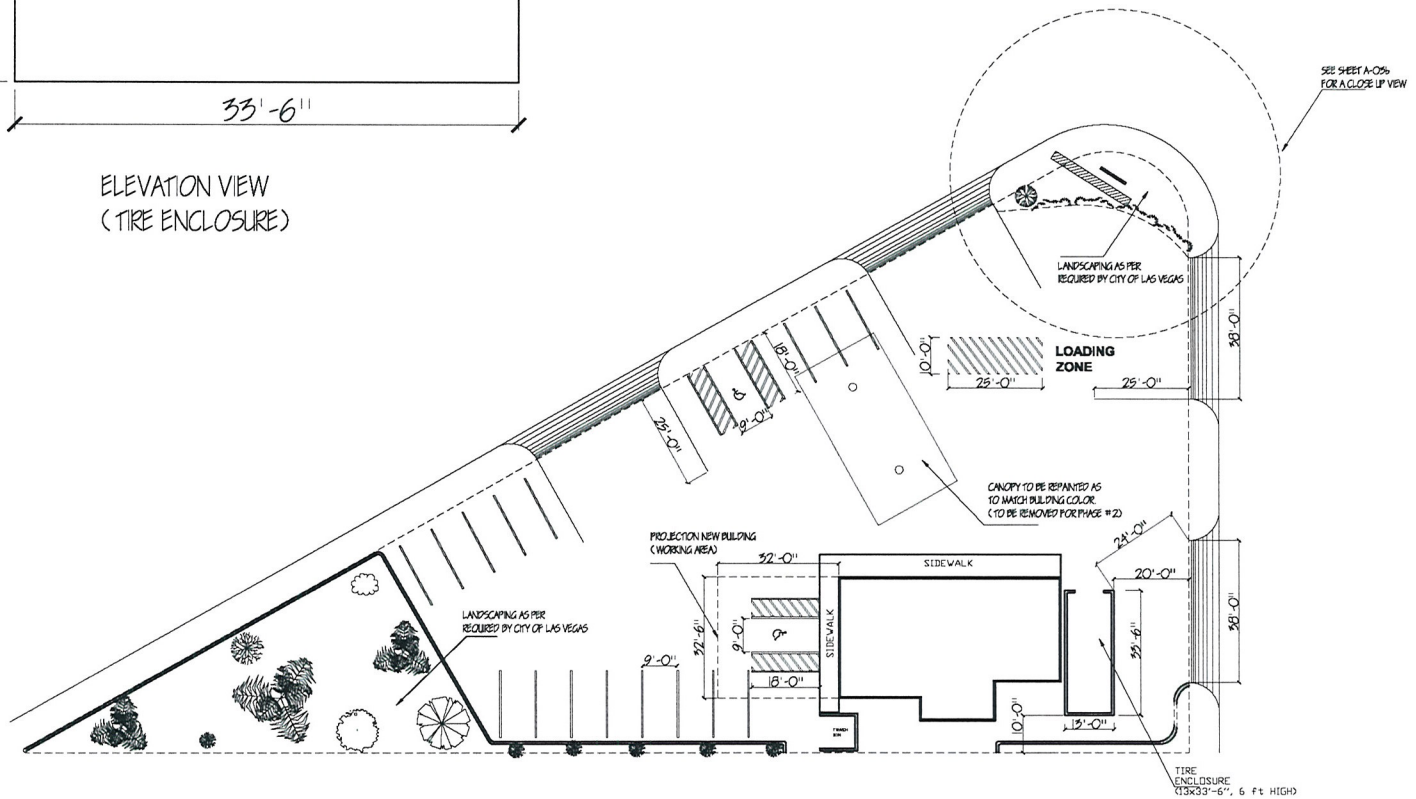
FOR DEPARTMENT USE ONLY

Case #	RQR-31530
Meeting Date:	4-7-10
Total Fee:	800
Date Received:*	2-26-10
Received By:	FS

*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development Department for consistency with applicable sections of the Zoning Ordinance.



ELEVATION VIEW
(TIRE ENCLOSURE)



③ Front Landscaping
SCALE: 0'-3/16" = 1'-0"

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RQR-37530
05/05/10 CC

Owner:

Address: 1550 N. RANCHO DR, LAS VEGAS, NV 89106

Drawing Title: PARKING

Sheet No. A-03b

Rev.	Date	Appr.	Issues & Rev.

Drawn: FRANCISCO IBARRA

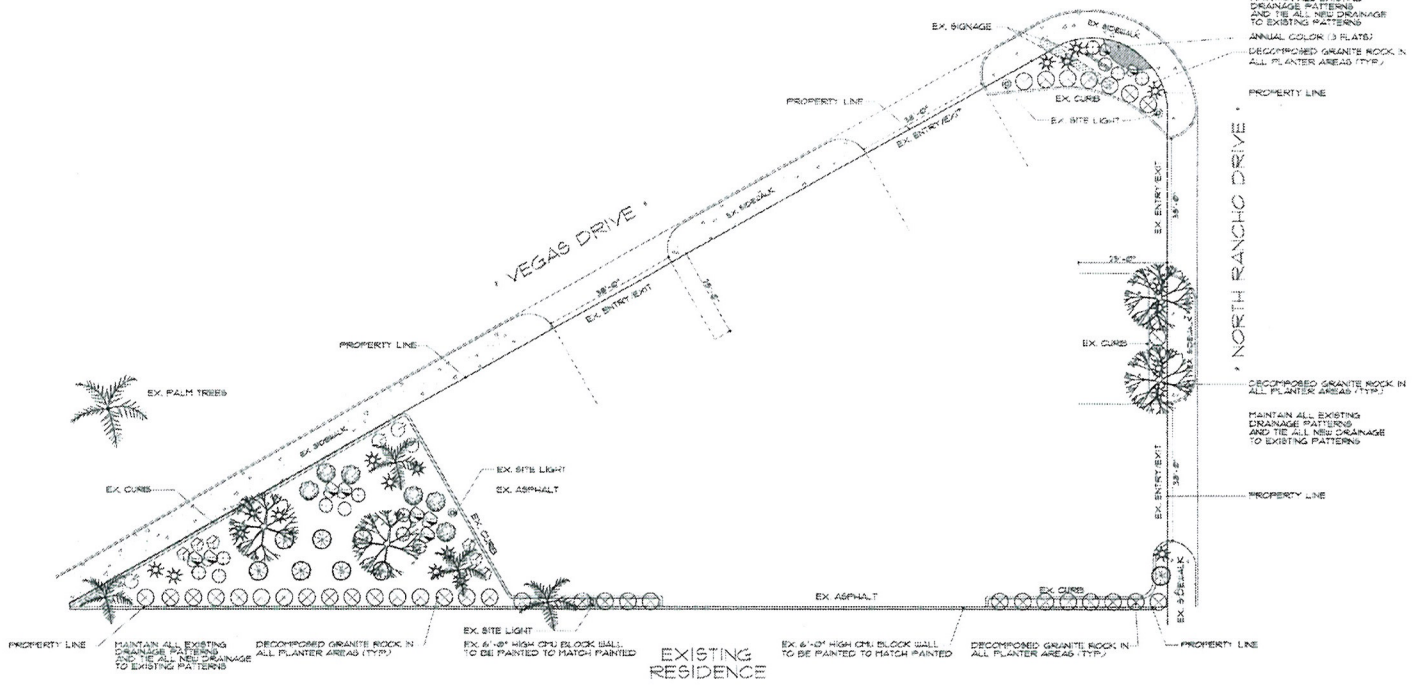
Tel: (702) 351-5185

Phase: CDS

Date: 10.06.2009

Scale: EACH SHEET

Project:



PLANT SCHEDULE

SYM.	QTY.	SIZE	SCIENTIFIC NAME	COMMON NAME
TREES				
	4	24" Box	Prosopis chilensis	Chilean mesquite (Multi-trunk)
SHRUBS				
	8	5 Gal	Cassia artemisioides	Feathery cassia
	20	5 Gal	Dasylirion wheeleri	Desert spoon
	15	5 Gal	Hesperaloe parviflora	Red yucca
	36	5 Gal	Leucophyllum sp.	Green texas rangers (Magenta)

SYM.	QTY.	SIZE	SCIENTIFIC NAME	COMMON NAME
GROUND COVERS				
	6	5 Gal	Lantana sp.	New gold lantana
	5	5 Gal	Lantana sp.	Purple lantana
	6	5 Gal	Rosmarinus officinalis	Trailing rosemary

MATERIALS

4370 S.F.	DECOMPOSED GRANITE ROCK IN ALL PLANTER AREAS 2" DEPTH TYP. COLOR/SIZE: 3/8" SCREENED MOJAVE GOLD OR EQUAL
1 TONS	NEW GRANITE BOULDERS (2'X3'X2', 2'X3'X2') MOJAVE GOLD OR EQUAL
3 FLATS	ANNUAL COLOR (FLATS)
	ALL NEW PLANT MATERIAL PER APPROVED PLANT LIST FROM CITY OF LAS VEGAS
	CONTRACTOR TO VERIFY ALL PLANT MATERIAL QUANTITIES PRIOR TO BIDDING

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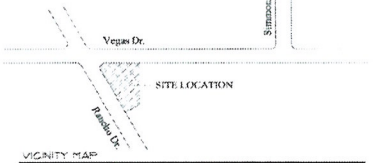
FEB 26 2010

SITE CALCULATIONS:

ECONOMY WHEELS & ACCESSORIES
1550 NORTH RANCHO DRIVE
LAS VEGAS, NV 89106

SITE ZONING:	C-1	
TOTAL AREA OF SITE:	27,926 S.F.	@.61 ACRES
TOTAL PARKING REQUIRED:	22 SPACES	
TOTAL PARKING PROVIDED:	22 SPACES	
TOTAL PARKING:	22 SPACES	
TOTAL EXISTING BUILDING:	18640 S.F.	@.043 ACRES
TOTAL OF NEW BUILDING:	1040 S.F.	@.024 ACRES
TOTAL OF BUILDING:	2500 S.F.	@.067 ACRES
TOTAL EXISTING LANDSCAPE AREA:	4370 S.F.	@.10 ACRES
NEW 24" BOX TREES:	4	
NEW 5 GALLON SHRUBS:	64	



VICINITY MAP

NTS.

NOTE:

THESE DRAWINGS ARE SCHEMATIC AND NEED TO BE FIELD VERIFIED WITH CONTRACTOR PRIOR TO INSTALLATION. ALL DISCREPANCIES TO BE NOTED AND REPORTED TO GENERAL CONTRACTOR/OWNER. ALL NEW GRADED AREAS TO HAVE PROPER DRAINAGE THAT MEETS CODE AS REQUIRED BY LAW.

Call before you Dig. 1-800-227-2600

REVISIONS:

NORTH:

LICENSURE:

LANDSCAPE PLAN

ECONOMY WHEELS & ACCESSORIES

1550 N. RANCHO DR.
LAS VEGAS, NV 89106

ALL IDEAS REPRESENTED BY S2 DESIGN STUDIO, LLC ARE COPYRIGHTED AND SHALL REMAIN THE PROPERTY OF S2 DESIGN STUDIO, LLC. ALL DRAWINGS ARE TO BE USED ONLY FOR THE SPECIFIED PROJECT AND SHALL NOT BE LOANED, COPIED OR REPRODUCED WITHOUT THE WRITTEN CONSENT OF S2 DESIGN STUDIO, LLC.

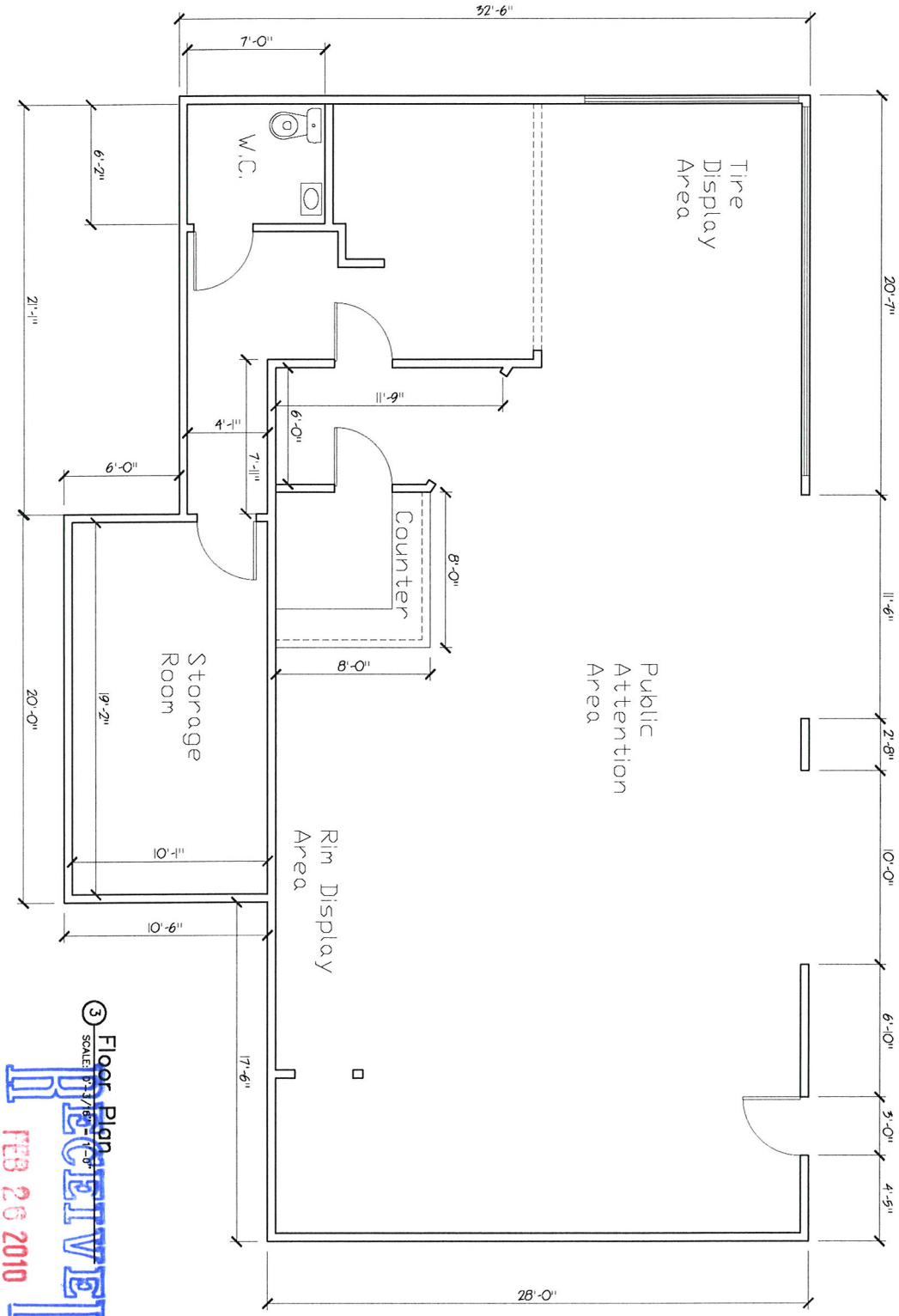
S2 DESIGN STUDIO, LLC
LANDSCAPE ARCHITECTURE & PLANNING
7251 W. LAKE MEAD BLVD. SUITE 300
LAS VEGAS, NEVADA 89128
PH: (702) 869-8802 FAX: (702) 869-8803
WWW.S2DESIGNSTUDIO.COM

REVIEWED BY: HB
DRAWN BY: TS
DATE: 01/28/09
SCALE: 1/8" = 1'-0"

SHEET NUMBER:

L-1.0

RQR-37530
05/05/10 CC



3 Floor Plan
SCALE: 1/4"=1'-0"

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FEB 26 2010

RQR-37530

05/05/10 CC

Drawn: FRANCISCO IBARRA		Owner:	
Tel: (702) 332-3687			
Phase: CDS	Date: 05.24.2008	Address: 1550 N. RANCHO DR. LAS VEGAS, NV 89106	
Scale: EACH SHEET			
Project: ECONOMY WHEELS & ACCESORIES.		Drawing Title: FLOOR PLAN	Sheet No. A-02

Rev.	Date	Appr.	Issues & Rev.

④ Elevations
SCALE: 0'-3/32" = 1'-0"

RECEIVED
FEB 26 2010

RQR-37530

05/05/10 CC

Drawn: FRANCISCO IBARRA		Owner:	
Tel: (702) 332-3687			
Phase: CDS	Date: 05.24.2008	Address: 1550 N. RANCHO DR. LAS VEGAS, NV 89106	
Scale: EACH SHEET			
Project: ECONOMY WHEELS & ACCESORIES.		Drawing Title: ELEVATIONS	Sheet No: A-04

Rev	Date	Appr.	Issues & Rev.

CHANGE $9.99
AUTO GLASS - WE FIX POWER WINDOWS
LLANTAS desde $ 25 TIRES & UP
FLAT FIX $12
BALANCING $10
1550
CALIFORNIA
UTO GLASS

LLANTAS desde $ 25 TIRES
1550
RECEIVED
FEB 26 2010
RQR-37530
05/05/10 CC

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FEB 26 2010

RQR-37530
05/05/10 CC

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RQR-37530
05/05/10 CC

RQR-37530 - APPLICANT/OWNER: MARIO PENA PENA
1550 NORTH RANCHO DRIVE

04/06/10

RQR-37530 - APPLICANT/OWNER: MARIO PENA PENA
1550 NORTH RANCHO DRIVE

04/06/10

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RQR-37530 - APPLICANT/OWNER: MARIO PENA PENA
1550 NORTH RANCHO DRIVE

04/06/10

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW
STAVROS S. ANTHONY

ELIZABETH N. FRETWELL
CITY MANAGER

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

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

November 4, 2009

Mr. Mario Pena Pena
441 Mountain Villa Drive
Las Vegas, NV 89110

RE: RQR-35347 - REQUIRED REVIEW
CITY COUNCIL MEETING OF OCTOBER 21, 2009

Dear Applicant:

The City Council at a regular meeting held October 21, 2009, APPROVED the Required Review of a previously approved Special Use Permit (SUP-31367) FOR AN AUTO REPAIR GARAGE, MINOR WITH SERVICE BAY DOORS FACING THE RIGHT-OF-WAY at 1550 North Rancho Drive (APN 139-29-112-120), C-1 (Limited Commercial) Zone. The Notice of Final Action was filed with the Las Vegas City Clerk on October 22, 2009. This approval is subject to:

Added Condition

A. All tires should be enclosed within a structure to be fully permitted and final inspection shall be obtained prior to the next required review.

Planning and Development

1. Conformance to the Conditions of Approval for Special Use Permit (SUP-31367) and all other site related actions as required by the Planning and Development Department and Department of Public Works.

2. This Special Use Permit (SUP-31367) shall be subject to a six-month review at a public hearing at which time the City Council may require cessation of the use. The applicant shall be responsible for the notification costs of the review; failure to pay the City for these costs may result in termination of use.

3. Any illegal signage on the property shall be removed within 10 days of City Council action or permitted within 30 days of City Council action.

4. All City Code requirements and design standards of City departments must be satisfied, except as modified herein.

Sincerely,

Angela Crolli
Deputy City Clerk II for
Beverly K. Bridges, MMC, City Clerk

M. Margo Wheeler, AICP
Director
Planning and Development Department

cc: Mr. George Garcia
G. C. Garcia, Inc.
1711 Whitney Mesa Drive, Suite #110
Henderson, NV 89014

RQR-37530
05/05/10 CC

Printed with environmentally friendly soy ink.

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW
DAVID W. STEINMAN
(INTERIM)

ELIZABETH N. FRETWELL
CITY MANAGER

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

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

April 3, 2009

Mr. Mario Pena Pena
441 Mountain Villa Drive
Las Vegas, Nevada 89110

RE: SUP-31367 - SPECIAL USE PERMIT
CITY COUNCIL MEETING OF MARCH 4, 2009

Dear Pena:

The City Council at a regular meeting held March 4, 2009 considered the Appeal from the denial by the Planning Commission of a request for a Special Use Permit FOR AUTO REPAIR GARAGE, MINOR, WITH SERVICE BAY DOORS FACING THE RIGHT-OF-WAY at 1550 North Rancho Drive (APN 139-29-112-120), C-1 (Limited Commercial) Zone.

The City Council granted the Appeal; thereby, APPROVING the Special Use Permit. The Notice of Final Action was filed with the Las Vegas City Clerk on March 5, 2009. This approval is subject to:

Added Conditions:

A. This Special Use Permit (SUP-31367) shall be reviewed in six months to ascertain compliance with these conditions or to impose additional conditions to ameliorate any undesirable aspects of the use. The applicant shall be responsible for notification costs of the review.

B. The hours of operation for all business activity on site shall be limited to 8:00 a.m. to 8:00 p.m.

C. Conformance to Site Development Plan Review (SDR-33534) shall be required.

Planning and Development

1. Conformance to all minimum requirements under LVMC Title 19.04.010 for Auto Repair Garage, Minor use, including parking requirements.

2. Conformance to all Title 19.10 parking and on-site loading requirements and standards. A revised site plan indicating full compliance shall be submitted to the Department of Planning and Development prior to issuance of any business license for the subject site.

RQR-37530
05/05/10 CC

3. No temporary signs such as banners, pennants, inflatable objects, streamers, flags, outdoor display of products or merchandise or other similar attention gaining items or devices shall be displayed upon the subject property without the appropriate permits. Vehicles shall not be sold or displayed at this location.

4. This approval shall be void one year from the date of final approval, unless a business license has been issued to conduct the activity, if required, or upon approval of a final inspection. An Extension of Time may be filed for consideration by the City of Las Vegas.

5. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

Sincerely,

Doreen L. Araujo
Deputy City Clerk II for
Beverly K. Bridges, CMC, City Clerk

M. Margo Wheeler, AICP
Director
Planning and Development Department

cc: Mr. Noe Zubia
3641 Madrid Street
Las Vegas, Nevada 89121

RQR-37530
05/05/10 CC

July 24, 2009

Margo Wheeler, Director
Planning and Development Department
City of Las Vegas
731 S. 4th Street
Las Vegas, NV 89131

RE: 1550 N. Rancho Drive Auto Repair Garage, Minor (SUP-31367)
Justification Letter for A Six Month Review of an Special Use Permit & in conjunction with Site Development Plan Review (SDR-33534)

Dear Ms. Wheeler:

On behalf of our client, Noe Zubia & Juan Pena, please accept this letter as justification for a Six Month Review of an SUP (SUP-31367) for an Auto Repair Garage, Minor to permit the sales and installation of tires at 1550 North Rancho Drive on the southeast corner of Rancho and Vegas Drive, APN# 139-29-112-120.

The SUP & SDR include specific conditions and plans for improving the appearance and operation of the site (see attached approval letters & approved plans). Below is a status report on compliance with the Conditions of Approval as summarized below for both items:

SUP-31367

A. Six Month Review – Applied for with the letter
B. Hours of Operation – The tire store is in compliance with this requirement.
C. Conformance to SDR – note: see comments below

1. Conformance to Title 19 including parking requirements – The attached plans were submitted and approved by the City which includes parking locations and sufficiency.
2. Conformance to Title 19.10 parking and on-site loading requirements and standards. A revised site plan indicating full compliance shall be submitted prior to any business license being issued – A plan was submitted and approved by the City April 10, 2009 (see attached approved plans). A conditional business license was reinstated on July 17, 2009.
3. No temporary signs such as banners, pennants, inflatable objects, streamers, flags, outdoor display of products or merchandise or other attention gaining items or devices shall displayed upon the subject property without the appropriate permits. Vehicles shall not be sold or displayed at this location. – No vehicles are being sold or displayed at this location and no such signage violations are occurring.
4. This approval is for one year unless a business license has been issued. – A business license has been issued.

GCGARCIA

RQR-37530
05/05/10 CC

A Planning & Development Services Corporation
1711 Whitney Mesa Drive, Suite 110, Henderson, Nevada 89014-2158
Telephone: 702 435 9909 Facsimile: 702 435 0457 E-Mail: ggarcia@gcgarciainc.com

5. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein. – The site plans and elevations were approved by the City prior to reinstatement of the business license.

While it is unusual for a site plan to accompany a Special Use Permit that does not materially change an existing building, one was requested due, in part of the history of this property and the fact it lies on a major intersection in the City. The purpose of the plan included the following:

1) Depict the appearance of the building and property subject to repainting the building, perimeter walls, canopy and installation of landscaping and signage as shown on the attached drawings;

2) Provide assurance that the business will be operated in a manner that advances the health, safety and welfare of the public

3) Establish a process of inspection and required reviews to ensure that development of the property takes place in an orderly manner in conformance with the City codes and conditions of approval.

Administrative Site Development Plan Review (SDR-33434) Conditions of Approval

1.) Conformance to conditions for SUP-31367
- ***See above noted SUP status***
-

2.) This approval is for one year unless a business license has been issued.
– A business license was reinstated and issued License#: A39-00475-2-143305 on 7/17/09

3.) All development shall be in conformance with the site plan, dated stamped 03/27/09, and the landscape plan, and building elevations, date stamped 02/19/09, except as amended by condition herein.
- ***Staff will review the work and report. A list of the plants and materials installed is attached along with some photos of the landscaping. The building and wall have been painted to match the approved elevations see attached photo.***
-

4.) The existing trash enclosure shall be brought up to current Title 19 standards to include a gate and roof or trellis.
- ***The work has been authorized and will be completed before the hearing date.***
-

5.) Parking lot lighting standards shall be no more than 30 feet in height and shall utilize downward-directed lights with full cut-off luminaires. Lighting shall be shielded and downward-directed away from residential property or screened, and shall not create fugitive lighting on adjacent properties.
- ***This work has been authorized to evaluate and adjust the lighting as needed and any such work will be completed before the hearing date.***

6.) All City Code requirements and design of all City Departments must be satisfied.
- ***To the best of our knowledge all requirements are being met. One know incident of the licensed kiosk vendor staying open beyond the allowed time did occur on the 4th of July. When the***

information came to our attention, the vendor was issued a warning letter by the owner that one such additional occurrence would result in cancellation of her lease.

The improvements made in conformance to the approved site plan and elevations are a tremendous improvement to the property. Additionally, along with the reinvestment into the community the jobs and taxes will help contribute to the economic vitality of the area.

In summary, we believe that the review will find a substantial change for the better has occurred and will carry over for years to come in making the site is development will result in an interesting, attractive business that will be a marked improvement over the existing building. We respectfully request your favorable consideration. Please do not hesitate to contact us if you have any questions or need additional information.

Sincerely,

George Garcia, President
GCG:ac

RQR-37530
05/05/10 CC

February 26, 2010

Margo Wheeler, Director
Planning and Development Department
City of Las Vegas
731 S. 4th Street
Las Vegas, NV 89131

RE: Required Review:1550 N. Rancho Drive Auto Repair Garage, Minor
Justification Letter for A Six Month Review of a Special Use Permit
(SUP-31367; SDR-33534; RQR-35347)

Dear Ms. Wheeler:

On behalf of our clients, Mario Pena & Juan Pena, please accept this letter as justification for a Six Month Review of an SUP (SUP-31367) for an Auto Repair Garage, Minor to permit the sales and installation of tires at 1550 North Rancho Drive on the southeast corner of Rancho and Vegas Drive, APN# 139-29-112-120.

The City Council at its hearing required a second review to add the requirement for adding a tire enclosure. This was in addition to the general requirement for conformance to the SUP conditions of approval, removal of illegal signage and general Code compliance.

SUP-31367 & RQR-35347

SECOMD SIX MONTH REVIEW – Applied for with this letter

ADDED CONDTION

- The plans have been prepared (see attached plans) and being submitted for a permit. The contractor intends to complete the work by the time of the City Council meeting.

PLANNING & DEVELOPMENT

1. Conformance to SUP Conditions of Approval and other related site actions.

   - See attached letter from first RQR

2. Illegal Signage shall be removed or obtain necessary approvals and permits.

   - The illegal signage was removed.

RECEIVED
FEB 26 2010

GCGARCIA

RQR-37530
05/05/10 CC

A Planning & Development Services Corporation
1711 Whitney Mesa Drive, Suite 110, Henderson, Nevada 89014-2158
Telephone: 702 435 9909 Facsimile: 702 435 0457 E-Mail: ggarcia@gcgarciainc.com

3. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

   – The site plans and elevations were approved by the City prior to reinstatement of the business license.

The improvements made in conformance to the approved site plan and elevations are a tremendous improvement to the property. The latest addition to add a tire enclosure continues to enhance the property appearance and compatibility. Additionally, the reinvestment into the community the jobs and taxes will help contribute to the economic vitality of the area.

In summary, we believe that the current review will find a substantial change for the better has occurred and will carry over for years to come. With these improvements complete, and if the Mayor and City Council are satisfied, the next step will be to add the new building thus growing the business, further adding to jobs, tax base, property values and overall dramatically upgrade to the look and feel of the property.

We respectfully request your favorable consideration. Please do not hesitate to contact us if you have any questions or need additional information.

Sincerely,

George Garcia,
President

GCG:ac

RECEIVED
FEB 26 2010

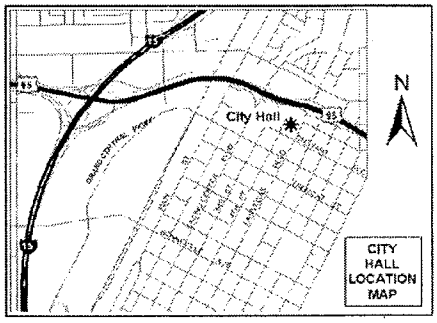
RQR-37530
05/05/10 CC

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.41⁴
0004279218 APR 22 2010
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the City Clerk at the address listed above or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

City Council Meeting of 05/05/2010

RECEIVED
2010 APR 27 P 3:4
CITY CLERK

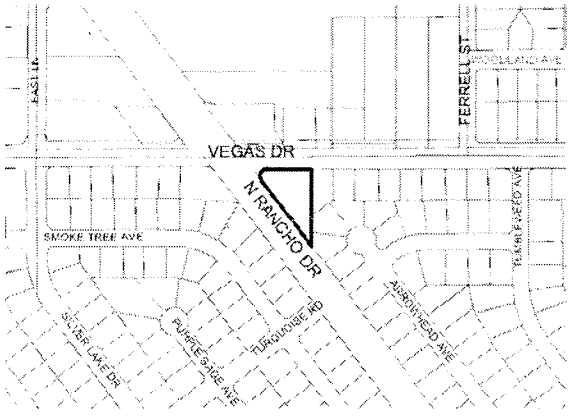
Case: RQR-37530
13929111035
SCHAMAUN PERRY J & MARIE LIV TR
3107 ARROW PL
LAS VEGAS NV 89108-1001

Application Information

RQR-37530 - REQUIRED REVIEW - PUBLIC HEARING - APPLICANT/OWNER: MARIO PENA PENA - Required Review of a previously approved Special Use Permit (SUP-31367) FOR AN AUTO REPAIR GARAGE, MINOR WITH SERVICE BAY DOORS FACING THE RIGHT-OF-WAY at 1550 North Rancho Drive (APN 139-29-112-120), C-1 (Limited Commercial) Zone, Ward 5 (Barlow).

"Please" No Vegas Doesn't Needs No More Congestion, That Goes for Rancho area No way Thank You —

Application Location



The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting:	City Council
Date:	***May 5, 2010***
Time:	1:00 P.M.
Location:	City Council Chambers 400 Stewart Avenue Las Vegas, Nevada

Any and all interested persons may appear and be heard at said meeting, or may, prior thereto, file written objections thereto or approvals there of with the City Clerk, 1st Floor, City Hall, 400 Stewart Avenue, Las Vegas, Nevada 89101. For further information, please call 702-229-6301 (TDD 702-386-9108), http://www.lasvegasnevada.gov.

City of Las Vegas Agenda Item No.: **89.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 5, 2010

SUBJECT:
SET DATE ON ANY APPEALS FILED OR REQUIRED PUBLIC HEARINGS FROM THE CITY PLANNING COMMISSION MEETINGS AND DANGEROUS BUILDING OR NUISANCE/LITTER ABATEMENTS

City of Las Vegas Agenda Item No.: **90.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 5, 2010

SUBJECT:
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

City of Las Vegas Agenda Item No.: **91.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 5, 2010

SUBJECT:
COUNCIL MEMBER RECOGNITION: COMMENTS MADE BY INDIVIDUAL CITY COUNCIL MEMBERS DURING THIS PORTION OF THE AGENDA WILL NOT BE ACTED UPON BY THE CITY COUNCIL UNLESS THAT SUBJECT IS ON THE AGENDA AND SCHEDULED FOR ACTION