

CITY COUNCIL

MEETING OF

MAY 10, 1999

*City of Las Vegas***AGENDA & MINUTES**

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COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

ITEM**ACTION****DEPARTMENT OF PUBLIC WORKS -
CONSENT****REPORT/ACTION ITEMS**

67

Approval of a professional services agreement with American Consultants Engineering Partnership for program management services for consultant-designed capital improvement projects

(Fiscal Impact: To be provided by CCRTC, CCRFD, SID's, and CLV Enterprise funds on a case-by-case basis - not to exceed \$500,000)

McDONALD - Motion to APPROVE:**Items 4 through 44****Items 48 through 69****- carried UNANIMOUSLY****Items 45 and 47:**

ABEYANCE to 5/24/99
under separate actions
(see individual items)

Item 46:

STRICKEN under separate action
(see individual item)

There was no discussion.

(10:31 - 10:32)

1-435

68

Approval of the professional services with Black & Veatch Corporation for the area wide water reuse study

(Fiscal Impact: \$50,000 - Sanitation Fund)

APPROVED - see above

AGENDA DOCUMENTATION

CITY COUNCIL

MEETING OF
MAY 10, 1999

TO: CITY COUNCIL

FROM: RICHARD D. GOECKE, DIRECTOR
DEPARTMENT OF PUBLIC WORKS

SUBJECT: APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT WITH AMERICAN CONSULTANTS
ENGINEERING PARTNERSHIP FOR PROGRAM MANAGEMENT SERVICES FOR
CONSULTANT-DESIGNED CAPITAL IMPROVEMENT PROJECTS

PURPOSE/BACKGROUND

The City of Las Vegas desires to retain a Program Manager to supplement its staff for the management of consultant-design of capital improvement projects. This agreement will authorize the Director of Public Works or his appointee, to issue work orders to the consultant to accomplish certain tasks which will be specified therein and have a not to exceed value. Work orders will be issued based on staff requirements and funding availability.

FISCAL IMPACT

Funding for this request will be provided by the Clark County Regional Transportation Commission, Clark County Regional Flood District, Special Improvement Districts, and City of Las Vegas Enterprise funds on a case by case bases. The total amount of funds used can be up to, but not to exceed \$500,000.

RECOMMENDATION

The Director of Public Works recommends that the City Council approve the Professional Services Agreement with American Consultants Engineering Partnership for Program Management Services.

AGENDA ITEM

67

PROFESSIONAL SERVICES AGREEMENT
FOR PROGRAM MANAGEMENT

THIS AGREEMENT is made and entered into this 10th day of May, 1999, by and between the CITY OF LAS VEGAS, a municipal corporation within the State of Nevada (the "City"), and American Consultants Engineering Partnership (the "Program Manager").

WITNESSETH:

WHEREAS, the Program Manager is properly licensed and qualified in accordance with the Nevada Revised Statutes and has the personnel and facilities necessary to perform the services hereinafter set forth within the required time; and

WHEREAS, the City intends to construct a number of capital improvement projects (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 intends to retain a qualified professional engineer (the "Consultant") to provide the engineering design for the Project; and

WHEREAS, the City desires to retain the services of a qualified program manager who will be responsible for providing the services requested by the City which may include, without limitation, contract negotiations, review of documents prepared by the Consultant and management and oversight of the Consultant in connection with a particular Project;

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 Project Manager on a project by project basis through the issuance of a Project Task Order (hereinafter defined in Section 3.01) thereby eliminating the need of executing separate agreements with the Project Manager 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 Eleven hereof;

SECTION ONE PROGRAM MANAGER SERVICES

1.0.1 Performance Obligation. For each Project Task Order approved and executed by the City, the Program Manager hereby agrees to provide the services set forth therein subject to the terms and conditions of this Agreement.

1.0.2 Performance Standards. In performing the services set forth in the Project Task Order, the Program Manager shall follow practices consistent with generally accepted professional engineering standards.

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

1.0.4 Waiver. The City's approval of any documents or services furnished by the Program Manager shall not in any way relieve the Program Manager of responsibility for the professional and technical accuracy of its services. The City's review, approval, acceptance or payment for any of the Program Manager'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 Program Manager shall remain liable in accordance with the terms of this Agreement and applicable law for the damages to the City caused by the Program Manager's negligent act or omission in performance of this Agreement.

1.0.5 Personnel. If management and oversight of the Consultant are required under the Project Task Order, the Program Manager shall assign Allen Pavaka, P.E. as the Manager responsible for providing such services. All of the services specified by this Agreement shall be performed by the Manager, or by the associates and employees identified in the Program Manager's proposal provided that such associates and employees perform under the personal supervision of the Manager. All employees identified in the Program Manager's cost proposal shall be subject to approval by the City's representative. Should the Manager, or any associate or employee, be unable to complete his or her responsibility for any reason, the Program Manager will replace the employee with a qualified person approved by the City. If the Program Manager fails to make a required replacement within thirty (30) days, the City may terminate this Agreement for default as provided in Section 11.02.

1.0.6 Correspondence Review. The Program Manager shall furnish the City's representative copies of all correspondence to regulatory agencies for approval and review prior to mailing such correspondence.

1.0.7 Cooperation with the City. The Program Manager agrees that its officers, associates, employees and subcontractors 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.

SECTION TWO RESPONSIBILITY OF CITY

2.0.1 Cooperation with Program Manager. The City agrees that its officers and employees will cooperate with the Program Manager in the performance and will be, with advance notice, available for consultation with the Program Manager at such reasonable times as to not conflict with the Program Manager's other responsibilities.

2.0.2 Review of Program Manager's Services. The services to be performed by the Program Manager shall be subject to periodic review by the City's representative. The review comments of the City's representative shall be reported in writing to the Program Manager. To prevent an unreasonable delay in the Project, the City's representative will endeavor to examine and comment on the plans, drawings, specification and other documents furnished by the Program Manager within 10 working days of receipt of such documents.

2.0.3 Access to Records. The City shall, without charge, furnish a copy to, or make available for examination or use by, the Program Manager as it may request, any

data which the City has available including, without limitation, reports, maps, plans, specifications, surveys, records, ordinances, codes, regulations, other documents related to the services required under the Project Task Order. The City shall assist the Program Manager 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 the Project Task Order.

SECTION THREE PROJECT TASK ORDER

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

3.0.2 Issuance. If so requested by the City, the Program Manager shall prepare 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 "A." The Project Task Order shall be submitted to the City for review and comment prior to finalization. Based upon such review and comment, the Program Manager shall prepare, execute and submit the final Project Task Order to the Director of Public Works to be executed on behalf of the City. Each executed Project Task Order shall be attached hereto as Exhibit "D" with the appropriate numerical sequence (e.g., D-1, D-2, D-3, etc.) and shall become a part of this Agreement.

SECTION FOUR CHANGES TO PROJECT TASK ORDER

4.0.1 The City may at any time, by written order, make changes in the services to be performed under the Project Task Order. If such changes cause an increase in the

cost or time required for the Program Manager to perform any of the services required thereunder, an equitable adjustment shall be made in the compensation to be paid to the Program Manager under the Project Task Order and the Project Task Order shall be modified in writing accordingly. Any claim for adjustment under this Section must be asserted in writing within thirty (30) days from the date of receipt by the Program Manager of written notification of the changes to the services to be provided under the Project Task Order unless the City grants in writing a further period of time before the date of final payment under the Project Task Order. If final payment is made to the Program Manager under the Project Task Order, the Program Manager waives any right to seek any equitable adjustment in compensation with respect to that.

SECTION FIVE ADDITIONAL SERVICES OF PROGRAM MANAGER

5.0.1 The Program Manager shall provide only those additional services described in the Project Task Order and only if so requested in writing by the City. Payment will be in accordance with Sections 8.0.2 and 8.0.3 for the additional services rendered in connection with the Project Task Order.

5.0.2 The Program Manager shall notify the City in advance of any additional costs which may be incurred prior to attending such meetings or public hearings as may be necessary to clarify the interpretation of the work performed by the Program Manager under this Agreement.

SECTION SIX SUBCONTRACTS

6.0.1 In the event that the Program Manager enters into a subcontract for the performance of any of its obligations hereunder, the following provisions shall be included in each subcontract:

A. The Program Manager agrees to pay the subcontractor when paid for that portion of the work by the City and that no liability arises on the part of the Program Manager to the subcontractor for payment of the subcontracted work until payment has been made by the City. If the City has paid the Program Manager for said subcontracted work, the subcontractor's only recourse is against the Program Manager and not against the City, either through the institution of legal or equitable action or the attachment of any lien.

B. The subcontractor shall have no more rights against the City than that of the Program Manager.

C. The subcontractor agrees to be bound by all the terms, conditions and obligation of this Agreement unless the City has approved any deviation, changes or modifications in writing.

D. The subcontractor will obtain and maintain professional Errors and Omissions Insurance coverage in connection with the subcontracted work in an amount equal to that required of the Program Manager as provided in Subsection 6.01 of Section 1.0.5.

SECTION SEVEN TERM OF AGREEMENT

7.0.1 This Agreement shall commence on the day it is approved by the City Council (which shall be inserted in the first paragraph set forth above) and shall remain in

force and effect until the City serves upon the Program Manager a thirty (30) day written Notice of Termination pursuant to Section 11.02. The termination of this Agreement shall not release either party from any of its continuing obligations hereunder. This Section shall not be construed to preclude the filing of any disputes arising out 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 this Agreement or the subject matter hereof, would otherwise accrue under the statutes of limitations or doctrines of law.

SECTION EIGHT COMPENSATION AND TERMS OF PAYMENT

8.0.1 General. At the time of approval of this Agreement by the City Council, the City agrees to set aside five hundred thousand dollars (\$500,000.00) in total for the performance of the Project Task Orders authorized pursuant to this Agreement. In no event shall the total payments to the Program Manager for the services provided under the aggregate of all of the Project Task Orders exceed the aforementioned amount appropriated by the City.

8.0.2 Compensation. The City shall pay to the Program Manager for the services actually performed under the Project Task Order the hourly fee set forth in Exhibit "B" unless a different hourly fee has been approved by the City's Representative as part of the Project Task Order.

Each approved Task Order shall have a maximum amount set for payment of the services rendered thereunder by the Program Manager. Payment to the Program

Manager shall not exceed such maximum limit unless authorized by the City's Representative.

8.0.3 Invoice. An invoice shall be submitted to the City each month for the services provided during the previous month in accordance with the hourly rates shown on Exhibit "D" unless different hourly rates have been approved by the Director of Public Works as part of the Project Task Order. An original and one copy to the City's representative in the format attached as Exhibit "C." Payment shall be due within forty-five (45) days after the date of receipt and approval by the City's representative of monthly invoices describing the work performed during the preceding month.

8.0.4 Retention. Upon approval of the invoices, the City shall pay to the Program Manager ninety-five percent (95%) of the monthly invoice. The remaining five percent (5%) shall be retained as noted in Section 8.0.5.

8.0.5 Right of Set-Off. The City's representative shall subtract from any payment made to the Program Manager all damages, costs and expenses caused by, resulting from or arising out of, the negligent acts or omissions of the Program Manager in the performance of the services under the Project Task Order including, without limitation, the lack of proper oversight and review of the designs, drawings, specifications and other documents prepared by the Consultant. The City's representative shall provide a written statement to the Program Manager of the damages, costs and expenses which have been subtracted from any payment to the Program Manager along with appropriate documentation and receipts, if any, and a description of the negligent errors or deficiencies attributed to the Program Manager.

8.0.6 Final Payment. Upon completion by the Program Manager of the services required under the Project Task Order, and upon acceptance of such services by the City, which acceptance will not be unreasonably withheld, the Program Manager will, within forty five (45) days of the City's acceptance, be paid the balance of any money due for such services, including the retained percentages.

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SECTION NINE PROJECT SCHEDULE

9.0.1 Project Schedule. If so required under the Project Task Order, the Program Manager shall obtain from the Consultant and furnish to the City's representative a schedule for performance of the Consultant's services (the "Project Schedule") in connection with the Project no later than seven (7) calendar days after the Consultant receives written notice to proceed from the City. The Program Manager shall review the Project Schedule for compliance with all milestone requirements set forth therein and that the times allotted for each task are reasonable. The Program Manager shall complete his review within fourteen (14) calendar days of receipt of the Project Schedule. The Program Manager shall monitor the progress of the Consultant against the Project Schedule and shall report the Consultant's progress to the City's representative.

9.0.2 Revised Project Schedule. If the Consultant's performance is delayed or if the Consultant's sequence of tasks is changed, the Program Manager shall notify the City's representative in writing of the reasons for the delay or the change in the sequence of tasks. The Program Manager shall then require the Consultant to prepare a revised

Project Schedule for submission to and approval by the City's representative. The Program Manager shall review the Project Schedule and monitor the Consultant's performance and completion of the work in accordance therewith.

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SECTION TEN

AUDIT: ACCESS TO RECORDS

10.0.1 Records. The Program Manager shall maintain books, records and other documents directly pertinent to performance of each Project Task Order in accordance with generally accepted accounting principles and practices. The Program Manager shall also maintain the financial information and data used by the Program Manager in the preparation or support of the invoices submitted to the City. Audits conducted pursuant to this provision shall be in accordance with generally accepted auditing standards and established 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 Program Manager will provide proper facilities for such access and inspection. Any negotiated hourly rates will not change due to an audit.

10.0.2 Disclosure. The Program Manager agrees to the disclosure of all information and reports resulting from access to records pursuant to Sections 10.0.1 above, to any of the agencies referred to in Section 10.0.1 above, provided that the Program Manager is afforded the opportunity for an audit entrance and exit conference

and an opportunity to comment and submit any supporting documentation on the pertinent portions of the draft audit report, and that the final audit report will include written comments, if any, of the Program Manager.

10.0.3 Period of Maintenance. The books, records and other documents under Sections 10.0.1 and 10.0.2 above 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 or 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.

10.0.4 Subcontract Provisions. The Program Manager agrees to include Sections 10.0.1 through 10.0.3 in all its subcontracts directly related to performance of services specified in this Agreement which are in excess of \$10,000.

SECTION ELEVEN MISCELLANEOUS PROVISIONS

11.0.1 Suspension. The City may suspend performance by the Program Manager under a Project Task Order for such period of time as the City, in its sole discretion, may prescribe by providing written notice to the Program Manager at least ten (10) working days prior to the effective date of the suspension. With such suspension, the City shall pay to the Program Manager the amount of compensation, based on percentage of completion of the Project Task Order, earned until the effective date of suspension less all previous payments. The Program Manager shall not perform any further work under the Project Task Order after the effective date of suspension until otherwise notified in

writing by the City. In the event the City suspends performance by the Program Manager for any cause other than the error or omission of the Program Manager for an aggregate period in excess of thirty (30) days, the Program Manager shall be entitled to an equitable adjustment of the compensation payable to the Program Manager under the Project Task Order to reimburse the Program Manager for additional costs occasioned as a result of such suspension of performance by the City.

11.0.2 Termination. The City reserves the right to terminate this Agreement without cause or default on the part of the Program Manager with ten (10) days' prior written notification to the Program Manager. Notification of the Program Manager is deemed to have occurred on that date that the Program Manager receives written notification with the United States Postal Service, postage prepaid, and addressed to the party and location contained in the Section entitled "Notice" of the Agreement. In the event of termination, without cause or default, the City agrees to pay to the Program Manager the reasonable value for the services performed as of the date that notification of termination is received by the Program Manager.

11.0.3 Default. The occurrence of any of the following events shall constitute a default by the Program Manager hereunder (hereinafter "Event of Default"):

A. If the Program Manager shall default in the due observance and performance of any term, condition or covenant contained in this Agreement.

B. If the Program Manager shall (a) voluntarily terminate operations or consent to the appointment of a receiver, trustee or liquidator of the Program Manager for all or a substantial portion of its assets, (b) be adjudicated bankrupt or insolvent or file a voluntary petition in bankruptcy, or admit in writing to the inability to pay its debts as

they become due, (c) make a general assignment for the benefit of creditors, (d) file a petition or answer seeking reorganization or an arrangement with creditors or take advantage of any insolvency law, or (e) if action shall be taken by the Program Manager for the purpose of effecting any of the foregoing;

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

D. If the Program Manager should in the judgment of the City, neglect to prosecute the work hereunder properly and with proper dispatch in accordance with the time schedule set forth in the Section entitled, "Time of Performance" of the Agreement, Then, if any such Event of Default continues for three (3) working days after written notice to the Program Manager, the City, may, without prejudice to any other remedy it may have at law or in equity, (a) terminate this Agreement, suspend payment of all pending invoices otherwise due to the Program Manager hereunder, finish the work by such means as the City may see fit, deduct from any balance due the Program Manager the reasonable and necessary cost of finishing the work if the City cannot complete the performance of this Agreement with the remaining funds originally set aside and budget for this Project and paying the excess, if any, to the Program Manager and in the event the cost of finishing the Program Manager's work exceeds the balance due the Program Manager, such excess shall be paid by the Program Manager to the City within five (5) days of invoicing by the City or (b) terminate this Agreement and all the obligations imposed hereunder, including the obligation of any further payment for the services of the Program Manager except for the reasonable value for all work and services performed as

of the date of receipt of the notice of termination. The costs and expenses of completing the work of the Program Manager shall be computed and audited by the City's designated representative. The audit shall be made in accordance with generally accepted accounting principles and the Program Manager shall pay all costs of such audit.

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

11.0.4 Ownership of Documents. Any and all plans, drawings, specifications, studies and other documents (including magnetic media) prepared or assembled by the Consultant or the Program Manager or any of its subcontractors which are related to the performance of this Agreement are deemed to be the property of the City. In the event of completion or termination of this Agreement, the City reserves the right to require delivery of any and all plans, drawings, specifications, studies and other documents not in its possession. Any use of such completed documents for other projects and/or any use of incomplete documents without specific written authorization from the Program Manager will be at the City's sole risk. The Program Manager shall be entitled to a reproducible copy of such plans, drawings, specifications, studies and other documents furnished to the City.

11.0.5 Insurance. The Program Manager shall procure and maintain, at its own expense, during the entire term of the Agreement, the following insurances:

1. Employers Insurance Company of Nevada (EICON). Such insurance shall protect the Program Manager and the City from employee claims based on job-related sickness, disease, or accident.

2. Comprehensive General Liability Insurance (bodily injury and property damage). Such insurance shall protect the Program Manager, its agents and vehicle used to provide the services required under this Agreement. Such coverage shall be in a minimum amount of \$1,000,000.00 for the period of time covered by this Agreement. The Program Manager's general liability insurance policies shall be endorsed to include the City as an additional insured.

3. Professional Liability Insurance. Such insurance shall protect the Program Manager 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 \$1,000,000.00 for the period of time covered by this Agreement.

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

5. 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 \$25,000.00 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. If the Program Manager 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 Program Manager shall maintain coverage for the duration of this Agreement and for two years following completion of this Agreement. The Program Manager shall provide the City annually a Certificate of Insurance as evidence of such insurance.

11.0.6 Indemnity. Notwithstanding any of the insurance requirements hereinabove set forth or limits of liability set forth therein, the Program Manager shall protect, indemnify and hold the City, its officers and employees, harmless from any and all claims, damages, losses, expenses, suits, actions, decrees, judgments, attorney fees and court costs which the City, its officers or employees may suffer as a result of, the negligent acts or omissions of the Program Manager, its subcontractors, agents or anyone employed by the Program Manager or its subcontractors or agents, in performing the terms, conditions or covenants of this Agreement.

11.0.7 Assignment. The City and the Program Manager 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 Program Manager 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.

11.0.8 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 Program Manager of any of its obligations hereunder.

11.0.9 Designation of Representative. The Director of Public Works or his authorized representative is hereby designated as the City's representative with respect to this Agreement. Said 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 Program Manager.

11.0.10 Program Manager Warranties. The Program Manager hereby represents and warrants:

1. That it is financially solvent, able to pay its debts as they mature, and is possessed of sufficient working capital to complete this Agreement; that it is able to furnish the plant, tools, materials, supplies, equipment and labor, and is experienced in

and competent to perform the services contemplated by this Agreement, and that it is qualified to provide such services and is authorized to do business in the State of Nevada.

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

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

11.0.12 Independent Contractor. It is hereby expressly agreed and understood that in the performance of the services required herein, the Program Manager 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.

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

11.0.14 Compliance with Laws. The Program Manager 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.

11.0.15 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.

11.0.16 Confidentiality. The Program Manager shall treat the information relating to each Project, the Consultant which has been produced by the Program Manager 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 Program Manager shall also require subcontractors and vendors to comply with this requirement.

11.0.17 Site Inspection. The Program Manager represents that it has visited the location or locations of the Projects identified in each Project Task Order and has satisfied itself as to the general condition thereof and that the Program Manager'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.

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

11.0.19 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 or U. S. mail at the following addresses.

TO CITY:

Denis Atwood, P.E.

400 E. Stewart Avenue
Las Vegas, NV. 89101

TO PROGRAM MANAGER:

Allen Pavelka, P.E.
3320 N. Buffalo Dr. Suite 106
Las Vegas, NV. 89129

11.0.20 Prohibition Against Contingent Fees. The Program Manager 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 Program Manager, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

11.0.21 Arbitration.

1. All claims, disputes and other matters in question between the parties to this Agreement arising out of or relating to this Agreement or the breach thereof, may, upon the agreement of the parties, be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then existing unless the parties mutually agree otherwise. No arbitration arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, any additional person not a party to this Agreement except by written consent which contains a specific reference to this Agreement and which is signed by the City and the Program Manager. Any consent to arbitration involving an additional person or persons

shall not constitute consent to arbitration of any dispute not described therein. This Agreement to arbitrate and any agreement to arbitrate with an additional person or persons duly consented to by the City and the Program Manager shall be specifically enforceable under the prevailing arbitration law.

2. It is further expressly agreed and understood between the parties that in the event either party is named as a party to any arbitration action arising out of, or resulting from, the Program Manager's services as defined in the Agreement or the Project, both parties agree and irrevocably consent, at the option of the other, to be joined as a party in the arbitration proceeding and to be bound by any decision resulting therefrom. Any joinder of either party hereunder is conditioned upon the handling of such arbitration in accordance with Construction Industry rules of the Nevada Arbitration Association or the American Arbitration Association. None of the time provisions imposed under Subsection 3 and 4 apply to the joinder rights provided herein in such a way as to preclude either party from joining the other as a party to any arbitration proceeding in which it is named and which arises out of, or results from, the construction of the Project.

3. In order for the Program Manager to be able to arbitrate any claim, dispute or other matter in question between the parties, written notice must be given to the City within sixty (60) days after the claim, dispute or other matter arises. In order for the City to be able to arbitrate any claim, dispute or other matter in question between the parties, written notice must be given to the Program Manager within sixty (60) days after the claim, dispute or other matter arises. The purpose of such notification is to place the other party on notice so that proper measures can be taken to properly defend against such

claim, dispute or other matter, and the failure to give such notice shall preclude the party desiring arbitration from subsequently arbitrating that particular claim, dispute or other matter.

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

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

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

7. By mutual written consent, in addition to and prior to arbitration, the parties may endeavor to settle disputes by mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association then

existing. The sixty (60) day requirement for notice of arbitration shall be tolled between the dates of: (1) either party's receipt of a written request for mediation from the other

...

...

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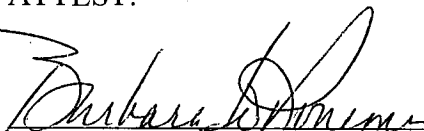
...

party hereto; and (2) the requesting party's receipt of a written rejection of its request, or if not rejected, completion of the mediation itself.

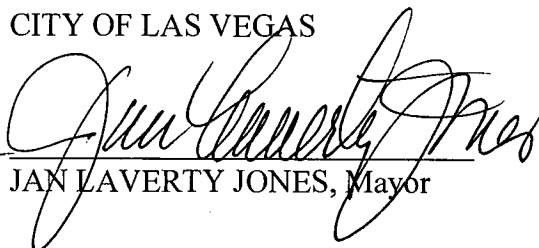
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first above written.

ATTEST:

CITY OF LAS VEGAS


BARBARA JO RONEMUS,
City Clerk

By:


JAN LAVERTY JONES, Mayor

APPROVED AS TO FORM:


Robert S. Sylvain Date

American Consultants Engineering Partnership

By:

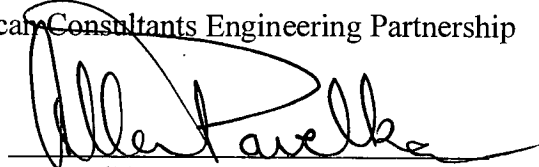

"ALLEN PAVELKA"
Principal

Exhibit A Project Task Order Format

Project Name: _____

Project Task Order No: _____ (Each project Task Order should be sequentially Numbered)

Section A: Scope of Services for Task Order.

The Scope of Services for the Task order is described in detail and broken down into specific tasks and subtasks.

Section B: Additional Services.

Additional Services are described by task. Additional Services are performed at the discretion of the City of Las Vegas and only when authorized in writing.

Section C: Man hour - Task Breakdown

Man hour breakdown for each task and subtask is presented in a spreadsheet format for Services and additional services as described above. Spreadsheet format will have all tasks and subtasks listed by number in the first column with all personnel proposed to be used in the first row.

Section D: Cost Derivation and Maximum Amount of Compensation

Costs for each task and subtask are determined by multiplying the man hours and the hourly rates as shown in "Exhibit B" and presented in a spreadsheet similar to that described above. The not-to-exceed sum for completion of the Task order is so identified.

Upon execution hereof, this Project task Order shall be attached as Exhibit D-_____ to the Professional Services Agreement for Program Management.

Dated this _____ day of _____, _____.

PROGRAM MANAGER

CITY OF LAS VEGAS

By: _____

By: _____
City Representative

Exhibit B

Hourly Rates

Classification	Hourly Rate
Principal	\$101
Project Manager	\$ 86
Engineer	\$ 66
Senior Designer	\$ 66
Technician/CADD	\$ 58
Clerical	\$ 28

CITY OF LAS VEGAS400 East Stewart Avenue
Las Vegas, Nevada 89101**EXHIBIT C**
INVOICE FORMATACEP
3320 N. Buffalo Dr., Suite 106
Las Vegas, NV. 89129**Project Name:** Program Management Services for <Task Order>**Attention:** Denis Atwood, P.E.**Date:** _____**Invoice #:** _____**Job #:** _____

Contract Task #	Principal (\$101/hr)			Proj. Mgr. (\$86/hr)			Engineer (\$66/hr)			Sr. Designer (\$66/hr)			Tech./Cadd (\$28/hr)			Clerical (\$28/hr)			Total This Period
	Hours Used This Period	Hours Used To Date	Hours Left In Budget	Hours Used This Period	Hours Used To Date	Hours Left In Budget	Hours Used This Period	Hours Used To Date	Hours Left In Budget	Hours Used This Period	Hours Used To Date	Hours Left In Budget	Hours Used This Period	Hours Used To Date	Hours Left In Budget	Hours Used This Period	Hours Used To Date	Hours Left In Budget	
100																			
200																			
300																			
400																			
500																			
600																			
Subtotal (hrs)																			
Subtotal (\$)																			

Subconsultant

Subtotal _____

Direct Costs

Subtotal _____

<5% Retention> _____

TOTAL AMOUNT DUE THIS INVOICE _____

Total Billed to Date _____

Total Amount Remaining in Task Order _____

AGENDA DOCUMENTATION

CITY COUNCIL

MEETING OF
May 10, 1999

TO:

CITY COUNCIL

FROM:

RICHARD D. GOECKE, DIRECTOR
DEPARTMENT OF PUBLIC WORKS

SUBJECT: APPROVAL OF THE PROFESSIONAL SERVICES AGREEMENT WITH BLACK & VEATCH CORPORATION FOR THE AREA WIDE WATER REUSE STUDY.

PURPOSE/BACKGROUND

RE: AREA WIDE WATER REUSE STUDY

This agreement provides for professional engineering services for preparation of the Las Vegas Valley Area Wide Reuse Study.

- Funding for this agreement is provided by a Cooperative Agreement among the City of Las Vegas, the City of Henderson, the City of North Las Vegas, the Clark County Sanitation District and the Las Vegas Valley Water District. The Cooperative Agreement designates the City of Las Vegas as the lead entity to enter into an engineering consultant agreement with Black & Veatch Corporation.

The total cost of this study is approximately \$250,000 of which the City's share will be limited to \$50,000.

FISCAL IMPACT

\$50,000 funded by Sanitation Fund

RECOMMENDATION

The Department of Public Works recommends APPROVAL of this agreement between the City of Las Vegas and Black & Veatch Corporation

AGENDA ITEM

68

PROFESSIONAL SERVICES AGREEMENT
Area-wide Reuse Study

THIS AGREEMENT, made and entered into as of the 10th day of May,
1999, by and between the CITY OF LAS VEGAS, a municipal corporation and political
subdivision of the State of Nevada, (hereinafter referred to as "CITY"), and BLACK &
VEATCH CORPORATION, (hereinafter referred to as "CONSULTANT"). The CITY, the City
of Henderson, the Clark County Sanitation District, the City of North Las Vegas, and the Las
Vegas Valley Water District have entered into a Cooperative Agreement to retain
CONSULTANT in the preparation of the work.

WITNESSETH:

WHEREAS, the CITY desires to obtain engineering services for preparation of
the Las Vegas Valley Area-Wide Reuse Study, (hereinafter referred to as the "PROJECT"); and

WHEREAS, the CITY desires to obtain quality professional services of the
CONSULTANT to provide such services; and

WHEREAS, the CONSULTANT is properly registered and qualified in
accordance with the Nevada Revised Statutes and has the personnel and facilities necessary to
perform such services within the required time; and

WHEREAS, the CONSULTANT's scope of service and compensation have been
arrived at after meaningful negotiations between the CITY and the CONSULTANT.

NOW THEREFORE, in consideration of the premises contained herein, the parties hereto agree to the following terms, conditions and covenants set forth in Section I through XI hereof,

SECTION I RESPONSIBILITY OF CONSULTANT

- A. The CONSULTANT shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by the CONSULTANT, its subcontractors and consultants and its and their principals, officers, employees and agents under this AGREEMENT. In performing the specified services, CONSULTANT shall follow practices consistent with generally accepted professional technical engineering standards.
- B. It shall be the duty of CONSULTANT to assure that all products of its effort are technically sound and in conformance with all pertinent federal, State, and local statutes, codes, ordinances, resolutions and other regulations, that are applicable at the time the CONSULTANT rendered the service. CONSULTANT shall not produce a design which violates or infringes on any patent rights. The CONSULTANT shall without additional compensation, correct or revise any error or deficiencies in its reports and other services. The CONSULTANT shall pay all damages, costs and expenses caused by, resulting from, or arising out of CONSULTANT's negligent performance in its reports and other services. Permitted or

required approval by the CITY of any products or services furnished by CONSULTANT shall not in any way relieve the CONSULTANT of responsibility for the professional and technical accuracy of its services. CITY review, approval, acceptance, or payment for any of CONSULTANT's services herein shall not be construed to operate as a waiver of any rights enjoyed by the City under this AGREEMENT or of any cause or action arising out of the performance of this AGREEMENT, and CONSULTANT shall be and remain liable in accordance with the terms of this AGREEMENT and applicable law for all damages to CITY caused by CONSULTANT's negligent acts, errors or omissions in performance of this AGREEMENT.

- C. CONSULTANT shall assign Craig M. Galuska, P.E., to manage the PROJECT. All of the services specified by this AGREEMENT shall be performed by the Project Manager, or by CONSULTANT's associates and employees identified in the CONSULTANT's proposal under the personal supervision of the Project Manager. All employees identified in the CONSULTANT's cost proposal shall be subject to approval by CITY's representative. Should the Project Manager, or any key employee of CONSULTANT be unable to complete his or her responsibility for any reason, the CONSULTANT will replace him or her with a qualified person whom the CITY's representative finds satisfactory. If CONSULTANT fails

to make a required replacement within 10 days, CITY may terminate this AGREEMENT for default.

- D. The CONSULTANT shall not produce a report which would be in violation of NRS Chapter 338 entitled "Public Works Projects".
- E. CONSULTANT shall furnish CITY's representative copies of all correspondence to regulatory agencies for approval and review prior to mailing such correspondence.
- F. The CONSULTANT agrees that its officers and employees will cooperate with the CITY in the performance of services under this AGREEMENT and will be available for consultation with CITY at such reasonable times with advance notice as to not conflict with their other responsibilities.
- G. The rights and remedies of the CITY provided for under this section are in addition to any other rights and remedies provided by law or under other sections of this AGREEMENT.

SECTION II RESPONSIBILITY OF CITY

- A. The CITY agrees that its officers and employees will cooperate with CONSULTANT in the performance of services under this AGREEMENT and will be available for consultation with CONSULTANT at such reasonable times with advance notice as to not conflict with their other responsibilities.

- B. The services to be performed by CONSULTANT under this AGREEMENT shall be subject to periodic review by CITY's representative. The review comments of CITY's representative shall be reported in writing to CONSULTANT by CITY's representative. To prevent an unreasonable delay in CONSULTANT's work, the CITY's representative will endeavor to examine all reports and other documents and will respond in writing to the CONSULTANT within 15 working days of receipt of such documents. It is understood that CITY's representative's review comments do not relieve CONSULTANT from the responsibility for the professional and technical accuracy of all work delivered under this AGREEMENT.
- C. CITY shall, without charge, furnish to or make available for examination or use by CONSULTANT as it may request, any data which CITY has available, including as examples only and not as a limitation:
1. Copies of reports, maps, plans, surveys, records, and other documents pertinent to streets, traffic, utilities, public properties, property developments and other physical features.
 2. Copies of previously prepared reports, maps, plans, specifications, surveys, records, ordinances, codes, regulations, other documents, and information related to the services specified by this AGREEMENT.
- D. CITY shall assist CONSULTANT in obtaining data and documents from public officers or agencies and from private citizens and business firms

whenever the CITY determines that such material is necessary for the completion of the services specified by this AGREEMENT.

SECTION III SCOPE OF SERVICES

Services to be performed by the CONSULTANT shall consist of the services described in Exhibit A of this AGREEMENT.

SECTION IV CHANGES TO SCOPE OF SERVICES

- A. The CITY may at any time, by written order, make changes within the general scope of his AGREEMENT and in the services or work to be performed. If such changes cause an increase or decrease in the CONSULTANT's cost or time required for performance of any services under this AGREEMENT, an equitable adjustment shall be made and this AGREEMENT shall be modified in writing accordingly. Any claim of the CONSULTANT for adjustment under this clause must be asserted in writing within 30 days from the date of receipt by the CONSULTANT of notification of change unless the CITY grants in writing a further period of time before the date of final payment under this AGREEMENT.
- B. No services due to a change in scope for which additional compensation will be charged by the CONSULTANT shall be furnished without the written authorization of the CITY.

**SECTION V
ADDITIONAL SERVICES OF CONSULTANT**

- A. Any additional services determined by CITY as essential to efficient and timely completion of the project shall require formal amendment to this AGREEMENT.
- B. The CONSULTANT shall notify CITY in advance of any additional costs which may be incurred prior to attending such meetings or public hearings as may be necessary to clarify the interpretation of the work performed by CONSULTANT under this AGREEMENT.

**SECTION VI
SUBCONTRACTS**

CONSULTANT agrees to include in all professional engineering subcontracts in connection with performance of the terms and obligations imposed under this AGREEMENT the following:

- A. A provision that CONSULTANT agrees to pay the subcontractor when paid for that portion of the work by the CITY, that no liability arises on the part of the CONSULTANT to the subcontractor for payment of the subcontracted work until payment has been made by the CITY, and that if the CITY has paid the CONSULTANT for said subcontracted work, the subcontractor'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.

- B. A provision that the subcontractors have no more rights against the CITY than that of the CONSULTANT.
- C. A provision that the subcontractor agrees to be bound by all the terms, conditions and obligations of this AGREEMENT unless the CITY has approved any deviation, changes or modifications in writing.
- D. A provision that the subcontractor will obtain and maintain professional Errors and Omissions Insurance coverage in connection with the subcontracted work in an amount equal to that required of the CONSULTANT as provided in that Section entitled "Insurance" of this AGREEMENT.

SECTION VII TERM OF AGREEMENT

This AGREEMENT shall be in force and effect from and after the day on which the CITY gives notice to the CONSULTANT to begin work under this AGREEMENT. This shall remain in effect until one (1) year has elapsed after the final payment for services under this AGREEMENT is made. This section shall not be construed to relieve either party of its obligations to perform under this AGREEMENT while the AGREEMENT is in effect. Termination of this AGREEMENT shall not release either party from any of its continuing obligations hereunder. This section shall not be construed to change any disputes arising out 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 this AGREEMENT or the subject matter hereof, would otherwise accrue under the statutes of limitations or doctrines of law.

SECTION VIII COMPENSATION AND TERMS OF PAYMENT

A. General

Progress Payments: Once each month, the CITY shall pay the CONSULTANT for services performed under Section entitled "Scope of Services" of this Agreement.

B. Compensation and Method of Payment for Engineering Services:

1. The CITY shall pay the CONSULTANT for services identified in that Section entitled "Scope of Services", an amount not to exceed 250,000 Dollars. The CONSULTANT shall prepare monthly invoices and submit to CITY's representative in writing a complete statement of costs.
2. Payment shall be due within 45 days after the date of receipt and approval by CITY's representative of monthly invoices describing the work performed during the preceding month.
3. Billings shall be submitted during the last week of each month for work performed during that month with an original and one copy to the CITY's representative in the format attached as Exhibit C.
4. CITY's representative shall subtract from any payment made to CONSULTANT all damages, costs and expenses caused by,

resulting from or arising out of negligent errors or deficiencies in CONSULTANT's reports and other services which have not previously been paid by CONSULTANT.

5. Upon satisfactory completion by CONSULTANT of the services called for under the terms of the AGREEMENT, and upon acceptance of such work by CITY, which acceptance will not be unreasonably withheld, CONSULTANT will, within forty-five (45) days of CITY's receipt of such request, be paid the unpaid balance of any money due for such work.

SECTION IX TIME OF PERFORMANCE

CONSULTANT shall furnish CITY's representative a schedule for performance of services not later than 10 calendar days after CONSULTANT receives written notice to proceed from CITY's representative. The schedule shall set forth not more than 275 calendar days for Tasks 1 through 10, as a period of time which may reasonably be required to complete the services identified in Exhibit A. The format of the schedule for performance of services shall be based on a cost-loaded, task-oriented diagram. In preparing the project schedule, the CONSULTANT will provide a 15 working day allowance for each CITY review period. If the CONSULTANT's performance of services is delayed or if the CONSULTANT's sequence of tasks is changed, he shall notify the CITY's representative in writing of the reasons for the delay. The CONSULTANT shall then prepare a revised schedule for performance of

services and submit the revised schedule to the CITY's representative. The CONSULTANT shall perform and complete the work according to the schedule furnished to CITY's representative.

SECTION X AUDIT: ACCESS TO RECORDS

- A. The CONSULTANT shall maintain books, records, documents and other evidence directly pertinent to performance under this AGREEMENT in accordance with generally accepted accounting principles and practices consistently applied. The CONSULTANT shall also maintain the financial information and data used by the CONSULTANT in the preparation or support of the cost submission and a copy of the cost summary submitted to the CITY. The CITY, or any of their duly authorized representatives shall have access to such books, records, documents and other evidence for the purpose of inspection, audit and copying. The CONSULTANT will provide proper facilities for such access and inspection. Negotiated fixed rates will not change due to an audit.
- B. The CONSULTANT agrees to include paragraphs A through E of this Section in all his contracts and all their subcontracts directly related to performance of services specified in this AGREEMENT which are in excess of \$10,000.

- C. Audits conducted pursuant to this provision shall be in accordance with generally accepted auditing standards and established procedures and guidelines of the reviewing or audit agency(ies).
- D. The CONSULTANT agrees to the disclosure of all information and reports resulting from access to records pursuant to paragraphs A and B above, to any of the agencies referred to in paragraph A above, provided that the CONSULTANT is afforded the opportunity for an audit entrance and exit conference and an opportunity to comment and submit any supporting documentation on the pertinent portions of the draft audit report, and that the final audit report will include written comments, if any, of the CONSULTANT.
- E. Records under paragraphs A and B above shall be maintained and made available during performance under this AGREEMENT and until three years from date of final payment for the project. In addition, those records which relate to any arbitration appeal, or litigation, or the settlement of claims arising out of such performance, or costs or items to which an audit exception has been taken, shall be maintained and made available until three years after the date of resolution, litigation, claim or exception.

SECTION XI MISCELLANEOUS PROVISIONS

A. SUSPENSION:

City may suspend performance by CONSULTANT under this AGREEMENT for such period of time as CITY, in its sole discretion, may prescribe by providing written notice to CONSULTANT at least ten working days prior to the date on which CITY wishes to suspend. Upon such suspension, CITY shall pay CONSULTANT its compensation, based on percentage of project completion, earned until the effective date of suspension less all previous payments. CONSULTANT shall not perform further work under this AGREEMENT after the effective date of suspension until receipt of written notice from CITY to resume performance. In the event the CITY suspends performance by CONSULTANT for any cause other than the error or omission of the CONSULTANT for an aggregate period in excess of thirty days, CONSULTANT shall be entitled to an equitable adjustment of the compensation payable to CONSULTANT under this AGREEMENT to reimburse CONSULTANT for additional costs occasioned as a result of such suspension of performance by CITY. In no event will the CITY be liable to the CONSULTANT for more than \$1,000.

B. TERMINATION:

The CITY reserves the right to terminate this AGREEMENT without cause or default on the part of the CONSULTANT within ten (10) days prior written notification to the CONSULTANT. Notification of the CONSULTANT is deemed to have occurred on that date

that the CONSULTANT receives written notification with the United States Postal Service, postage prepaid, and addressed to the party and location contained in the Section entitled "Notice" of the AGREEMENT.

In the event of termination, without cause or default, the CITY agrees to pay to the CONSULTANT the reasonable value for all work and services performed to the date of termination in accordance with the section entitled "Compensation and Terms of Payment" of this AGREEMENT.

C. DEFAULT

1. The occurrence of any of the following events shall be a default by CONSULTANT hereunder (hereinafter called "Events of Default"):
 - a. If CONSULTANT shall default in the due observance and performance of any term, condition or covenant contained herein.
 - b. If CONSULTANT shall (a) voluntarily terminate operations or consent to the appointment of a receiver, trustee or liquidator of CONSULTANT for all or a substantial portion of its assets, (b) be adjudicated bankrupt or insolvent or file a voluntary petition in bankruptcy, or admit in writing to 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 CONSULTANT for the purpose of effecting any of the foregoing;

- c. If any warrant, execution or other writ shall be issued or levied upon any property or assets of CONSULTANT and shall continue unvacated and in effect for a period of thirty (30) days; or
- d. If CONSULTANT should, in the judgment of the CITY, neglect to prosecute the work hereunder properly and with proper dispatch in accordance with the time schedule set forth in the Section entitled "Time of Performance" of the AGREEMENT.

Then, if any such Event of Default continues for three (3) working days after written notice to the CONSULTANT, CITY may, without prejudice to any other remedy it may have, at law or in equity, (a) terminate this AGREEMENT, suspend payment of all pending invoices otherwise due to the CONSULTANT hereunder, finish the work by such means as the CITY may see fit, deduct from any balance due CONSULTANT the reasonable and necessary cost of finishing the work if the CITY cannot complete the performance of this AGREEMENT with the remaining funds originally set aside and budgeted for this PROJECT and paying the

excess, if any, to CONSULTANT and in the event the cost of finishing CONSULTANT's work exceeds the balance due CONSULTANT, such excess shall be paid by CONSULTANT to the CITY within five (5) days of invoicing by the CITY or (b) terminate this AGREEMENT and all the obligations imposed hereunder, including the obligation of any further payment for the services of the CONSULTANT except for the reasonable value for all work and services performed to the date of termination. The costs and expenses of completing the work of CONSULTANT shall be computed and audited by the CITY's designated representative. The audit shall be made in accordance with generally accepted accounting principles and the CONSULTANT shall pay all costs of such audit.

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

D. OWNERSHIP OF DOCUMENTS

All studies and documents specifically to include magnetic media prepared or assembled by the CONSULTANT or any subcontractors which are related to the performance of

this AGREEMENT are deemed to be the property of the CITY. In the event of completion or termination of this AGREEMENT, the CITY reserves the right to require delivery of any and all studies and documents not in its possession. Any use of such completed documents for other projects and/or any use of incomplete documents without specific written authorization from the CONSULTANT will be at the CITY's sole risk. The CONSULTANT shall be entitled to a reproducible copy of all work products furnished to the CITY.

E. INSURANCE

CONSULTANT shall procure and maintain, at its own expense, during the entire term of this AGREEMENT, the following insurances:

1. Nevada State Industrial Insurance System (SIIS). Such insurance will protect CONSULTANT and CITY from employee claims based on job related sickness, disease, or accident.
2. Comprehensive general liability (bodily injury and property damage) insurance with respect to CONSULTANT's agents and vehicles assigned to the prosecution of work under this AGREEMENT in a policy limit of not less than \$1,000,000.
3. Professional liability insurance, for the protection 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 professional liability insurance will provide for coverage in an amount of not less than \$1,000,000 for the period of time covered by this AGREEMENT.

4. The CONSULTANT's Comprehensive General Liability and Professional Liability insurance policies shall be endorsed to recognize specifically CONSULTANT's contractual liability to CITY to waive subrogation against CITY, its officers, agents, servants and employees; and to provide that CITY will be given thirty days' notice in writing of any cancellation of, or material change in, the policies.
5. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer and licensed by the State of Nevada. All deductibles and self-insured retentions shall be fully disclosed in the Certificate of Insurance. No deductible or self-insured retention may exceed \$50,000 without the written approval of CITY.
6. Certificates indicating that such insurance is in effect shall be delivered to the CITY before work is begun under this AGREEMENT. If the CONSULTANT is underwritten on a claims made basis, the retroactive date shall be prior to or coincident with the date of this contract 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 contract and for two years following the completion of this contract. The

CONSULTANT shall provide the CITY annually a Certificate of Insurance as evidence of such insurance. It is further agreed that the CONSULTANT and/or Insurance Carrier shall provide the CITY with 30-day advance notice of policy cancellation.

F. INDEMNITY

Notwithstanding any of the insurance requirements herein above set forth or limits of liability set forth therein, CONSULTANT shall protect, indemnify and hold harmless the CITY, its officers and employees from any and all claims, damages, losses, expenses, suits, actions, decrees, judgments, attorney fees and court costs which the CITY suffers, its officers or employees suffer as a result of, or arising out of the negligent acts or omissions of the CONSULTANT, its subcontractors, or agents or anyone employed by the CONSULTANT or its subcontractors or agents, in fulfillment or performance of the terms, conditions or covenants of this AGREEMENT.

G. 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 neither the CITY nor the CONSULTANT shall assign, sublet or transfer its interest in this AGREEMENT without the written consent of the other. Nothing contained herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

H. 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 CONSULTANT of any of its obligations hereunder.

I. DESIGNATION OF REPRESENTATIVE

The Director of Public Works or his authorized representative is hereby designated as the CITY's representative with respect to the work to be performed under this AGREEMENT. Said 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.

J. CONSULTANT WARRANTIES

CONSULTANT represents and warrants:

1. That it is financially solvent, able to pay its debts as they mature, and is possessed of sufficient working capital to complete this AGREEMENT; that it is able to furnish the plant, tools, materials, supplies, equipment and labor, and is experienced in and

competent to perform the work contemplated by this

AGREEMENT, and that it is qualified to do the work herein and is authorized to do business in the State of Nevada.

2. That the CONSULTANT 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.

K. CONSULTANT'S EMPLOYEES

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

L. INDEPENDENT CONTRACTOR

It is hereby expressly agreed and understood that in the performance of the services provided 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.

M. APPLICABLE LAW

This AGREEMENT shall be construed and interpreted in accordance with the laws of the state of Nevada.

N. 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 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.

O. 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.

P. PROHIBITION AGAINST CONTINGENT FEES

The CONSULTANT warrants that no person or entity has been employed or retained to solicit or secure this AGREEMENT upon an agreement or understanding for a commission, percentage, brokerage or contingent fee. For breach or violation of this warranty, the CITY shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

Q. ARBITRATION

1. All claims, disputes and other matters in question between the parties to this AGREEMENT, arising out of or relating to this AGREEMENT or the breach thereof, may, upon the agreement of the parties, be decided by arbitration in accordance with the

Construction Industry Arbitration Rules of the American Arbitration Association then existing unless the parties mutually agree otherwise. No arbitration arising out of or relating to this AGREEMENT shall include, by consolidation, joinder or in any other manner, any additional person not a party to this AGREEMENT except by written consent which contains a specific reference to this AGREEMENT and which is signed by the CITY and the CONSULTANT. Any consent to arbitration involving an additional person or persons shall not constitute consent to arbitration of any dispute not described therein. This AGREEMENT to arbitrate and any agreement to arbitrate with an additional person or persons duly consented to by the CITY and the CONSULTANT shall be specifically enforceable under the prevailing arbitration law.

2. It is further expressly agreed and understood between the parties that in the event either party is named as a party to any arbitration action arising out of, or resulting from, the CONSULTANT's services as defined in the AGREEMENT or the PROJECT, both parties agree and irrevocably consent, at the option of the other, to be joined as a party in the arbitration proceeding and to be bound by any decision resulting therefrom. Any joinder of either party hereunder is conditioned upon the handling of such arbitration in accordance with

Construction Industry rules of the Nevada Arbitration Association or the American Arbitration Association.

None of the time provisions imposed under Subsection 3 and 4 apply to the joinder rights provided herein in such a way as to preclude either party from joining the other as a party to any arbitration proceeding in which it is named and which arises out of, or results from, the construction of the PROJECT.

3. In order for the CONSULTANT to be able to arbitrate any claim, dispute or other matter in question between the parties, written notice must be given to the CITY within sixty (60) days after the claim, dispute or other matter arises. In order for the CITY to be able to arbitrate any claim, dispute or other matter in question between the parties, written notice must be given to the CONSULTANT within sixty (60) days after the claim, dispute or other matter arises. The purpose of such notification is to place the other party on notice so that proper measures can be taken to properly defend against such claim, dispute or other matter, and the failure to give such notice shall preclude the party desiring arbitration from subsequently arbitrating that particular claim, dispute or other matter.
4. The filing of the aforementioned written notice shall preserve that party's right to arbitration, but shall not obligate the party to proceed with arbitration. In the event that either party desires to proceed with

the arbitration of any claim, dispute, or other matter with respect to which such notice has been given. a written demand for arbitration shall be filed in writing with the other party and with the American Arbitration Association within sixty (60) days after the filing of the Certificate of Substantial Completion with respect to the Project, and the failure to make such demand shall forever bar such claim, dispute or other matter from being arbitrated.

5. In the event of arbitration, it is agreed by the parties hereto that all means of discovery, including but not limited to, depositions and interrogatories will be afforded to the parties involved in the arbitration, and the appointed arbitrator shall have all authority to impose sanctions against either party for failing to comply with the rules of discovery provided under the Nevada Rules of Procedure.
6. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.
7. By mutual written consent, in addition to and prior to arbitration, the parties may endeavor to settle disputes by mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association then existing. The sixty (60) day requirement for notice of arbitration shall be tolled between the dates of: (1) either party's receipt of a written request for mediation from the other party

hereto; and (2) the requesting party's receipt of a written rejection of its request, or if not rejected, completion of the mediation itself.

R. CONFIDENTIALITY

CONSULTANT shall treat all information relating to the Project and all information supplied to the CONSULTANT by the CITY as confidential and proprietary information of the CITY and shall not permit its release by CONSULTANT's employees to other parties or make any public announcement or publicity release without the CITY's written authorization. CONSULTANT shall also require subcontractors and vendors to comply with this requirement.

S. SITE INSPECTION

CONSULTANT represents that it has visited the location or locations 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.

T. MODIFICATION

All modification or amendments to this AGREEMENT are null and void unless reduced to writing and signed by the parties hereto.

U. 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 or U.S. mail at the following addresses:

TO CITY:

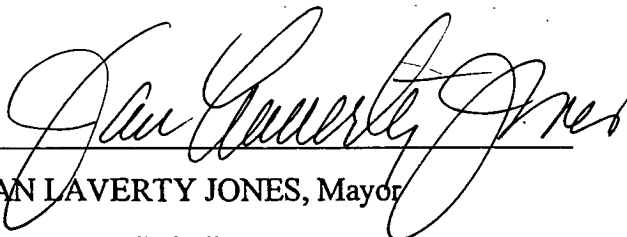
Bert Anzai
Engineering Planning
731 South Fourth Street
Las Vegas, NV 89101

TO CONSULTANT:

Lori Sabella
Black & Veatch
1900 E. Flamingo Road, Suite 295
Las Vegas, NV 89119

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

CITY OF LAS VEGAS

By 
JAN LAVERTY JONES, Mayor
"City"

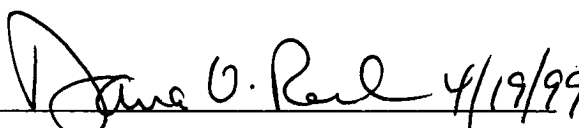
ATTEST:


BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:

Thomas R. Green 4-16-99
Date

BLACK & VEATCH CORPORATION

By  4/19/99
DANA V. REEL, P.E., Vice President
"Consultant"

EXHIBITS

- EXHIBIT A - Scope of Services
- EXHIBIT B - Engineering Fee Estimate for Area – Wide Reuse Study
- EXHIBIT C - Invoice Format

EXHIBIT A

SCOPE OF SERVICES

Area-Wide Reuse Study

The wastewater generated in the Las Vegas Valley is treated by three separate agencies: the City of Las Vegas (CLV), the Clark County Sanitation District (CCSD), and the City of Henderson (COH), collectively identified as the Las Vegas Valley Dischargers (Dischargers). Each of the three Dischargers acknowledges the benefits of substituting reclaimed wastewater for potable water, when feasible, as all currently produce reclaimed water. The expansion of reclaimed water use was encouraged by the 1997 Las Vegas Valley 208 Water Quality Management Plan (208 Plan). The 208 Plan recommended retrofitting existing public irrigation systems and designing new systems to accommodate reclaimed water when available. The 1997 Las Vegas Valley Watershed Wastewater Needs Assessment Study (NAS) identified a year 2027 wastewater flow of 282 mgd with a potential reclaimed water demand of 80 mgd.

The purpose of this Area-Wide Reuse Study is to develop a regional water reclamation system plan to meet these future demands and develop a phased implementation of this plan for the next 20 years. The Reuse Study planning area will include the City of North Las Vegas (CNLV), as the majority of its wastewater is discharged to the CLV plant. The Las Vegas Valley Water District (LVVWD) has been an integral partner in two proposed reclamation projects: the Northwest Water Resource Center (NWWRC) with CLV, and the Desert Breeze Water Resource Center (DBWRC) with CCSD. The combination of the Dischargers, CNLV, and LVVWD will be referred to herein as the Cities and Districts.

This is the basic scope for preparing a Reuse Study that identifies a recommended course of action, including cost opinions and an implementation schedule, for meeting long term reclamation requirements. This Study is intended to provide "engineering solutions" for water reclamation infrastructure. Non-economic factors such as the suitability or desirability of reclamation plants being located at a particular site or reclaimed water use at new sites will be determined in subsequent facility plans.

Task 1 - Coordinate Study

1.1 Attend Initiation Meeting. Conduct an initiation meeting to clarify Cities' and Districts' requirements for the Study, review pertinent available data, review staffing and organization, and present initial work plan and schedule.

1.2 Attend Progress Meetings. Participate in informal meetings with the Cities and Districts to review progress and exchange ideas and information. Two meetings per month for eight months are anticipated. Prepare and distribute written minutes for project meetings.

- Deliverables: Agendas and meeting minutes; Project Schedule.

Task 2 - Compile Existing and Planned Facilities

2.1 Compile Treatment Facilities. This task will be limited to obtaining from the design engineer of each facility the future plant capacity and the future capacity of effluent pumping facilities. These facilities include the CLV WPCF, the CCSD Central Plant, the Henderson WWTP-3/WRF complex, the CLV Bonanza/Mojave Water Resource Center (BMWRC), the CLV NWWRC and the CCSD DBWRC. This acknowledges the fact that the Dischargers are undertaking major expansions of their main facilities, and the recent design of the satellite facilities, all of which will be capable of producing water quality adequate for reuse.

2.2 Compile Collection Systems. Compile wastewater collection system information including collection system master plans and flow monitoring data. Cities and Districts will provide electronic files of existing systems.

2.3 Compile Distribution Systems. Compile reclaimed water distribution system information including capacity information. Distribution systems to be reviewed include those that originate at the Dischargers' main treatment facilities and those from satellite facilities. The former include CLV's system to transport effluent to Stallion Mountain and the Royal Links Golf Courses, the CCSD Effluent Reuse Water (ERW) system, and the COH's Green Valley and Black Mountain systems. The latter includes the NWWRC and DBWRC systems mentioned previously. Cities and Districts will provide electronic files of existing and proposed systems and capacity information.

2.4 Prepare Maps. The planning area boundary for the Study will be the BLM Land Exchange Area, as attached herein. Prepare maps showing existing and planned facilities with reclaimed users as well as their respective collection system tributary areas identified. The maps will be prepared using Cities' and Districts' GIS information.

2.5 Additional Information. The above subtasks assume Cities and Districts will provide all required information. If needed, develop a list of additional information required. With Cities' and Districts' staff, determine who will be responsible for collecting specific items of information and the timing and format for transmitting data between Cities and Districts, and Engineer.

- Deliverables: Maps showing existing and planned reclamation facilities as well as their respective collection system tributary area.

Task 3 - Determine Reclaimed Water Demand

3.1 Review Reclaimed Water Demand. Review the NAS, the 208 Plan, the SNWA Water Budget, the SNWA Title 16 Study, and other pertinent studies or documents regarding reclaimed water demand.

3.2 Identify Potential Users. Identify existing and proposed parks, golf courses, landscape ponds, or other potential users of reclaimed water. LVVWD, CNLV, and COH will provide water customer billing data in an electronic format for at least the previous 12 months. Cities and Districts will provide information on future and existing parks and golf courses. This information to include location, boundaries, total area, and area under irrigation. Engineer will prepare a list of potential users with estimated seasonal demands.

- Deliverables: List of potential reclaimed water users.

Task 4 - Determine Wastewater Quality and Quantity

4.1 Determine Quality Constituents. Based on available data, determine the historical means, ranges, and trends of raw wastewater quality constituents. Unless otherwise directed by Cities and Districts, this will be limited to updating the NAS information to present. If needed, identify additional raw wastewater tests to be performed by Cities and Districts.

4.2 Project Overall Future Flows. Unless otherwise requested by Cities and Districts, overall flow projections will be based on the NAS in five year increments, updated to the present.

4.3 Identify Flow by Subbasin. Divide all collection systems into subbasins of approximately 5 mgd, average flow. This will be done using existing flow monitoring information and updated collection system master plan information. Cities and Districts

will provide the initial subbasin information including their respective populations and flows to the year 2020. If Cities and Districts have already divided their collection systems into subbasins, these designations will be incorporated into the 5 mgd subbasins.

- Deliverables: Update NAS raw wastewater quality and flow information in memorandum format. Maps of collection system subbasins.

Task 5 - Describe the Regulatory Environment

5.1 Describe the Existing Regulatory Environment. The Engineer will prepare summary descriptions of existing regulations which affect the reuse of wastewater in the Las Vegas Valley.

5.2 Review Effluent Disposal. Review the NAS, 208 Plan, and other pertinent studies regarding disposal and reuse of wastewater effluent as currently being practiced in the Las Vegas Valley.

5.3 NDEP Consultations. The Engineer will assess any pending or foreseeable changes to the existing wastewater reuse regulatory environment. Together with the Cities and Districts, consult with the NDEP regarding effluent reuse options, potential revisions to NPDES limits for each option, and their view regarding possible solutions to current and projected problems. Identify any changes in the regulatory environment that would improve reuse as a viable option. Unless otherwise directed by the Cities and Districts, only reuse for landscape irrigation, landscape ponds, and industrial uses common to the Las Vegas Valley such as cooling water for power plants will be evaluated in this Reuse Study.

- Deliverables: Description of existing regulations. Agenda and meeting minutes for any NDEP meetings.

Task 6 - Initial Screen of Potential Reclaimed Water User Sites

6.1 Develop Screening Criteria. Develop criteria to allow for an initial screen of all potential user sites. This criteria will be economic and could include: distance from user to collection system subbasin, distance from user to existing treatment or distribution system, assigning a priority to complimentary users (those with winter demand), etc.

6.2 Screen User Sites. Apply the screening criteria to sites of potential reclaimed water use. It is anticipated that the screening criteria will be in a form that is easily up dateable so that potential user sites eliminated initially could be reconsidered in the future as

conditions change. For engineering budget purposes, it is assumed that 50 potential sites will be screened.

- Deliverables: Memorandum screening criteria and the resultant screened sites.

Task 7 - Alternative Treatment Sites

7.1 Investigate Site Suitability. Review available topographic and aerial maps within the planning area to identify potential alternative sites. Cities and Districts will provide information on public land availability for these sites. Investigate suitability of ten sites, in addition to the existing treatment plant sites and planned WRC sites, for expansion of treatment capacity.

- Deliverables: Memorandum describing suitability of sites.

Task 8 - Alternative System Components

8.1 Identify Alternative System Components. Based on the results of the user site and alternative treatment site screen, identify and evaluate a total of ten alternative system components for expansion of reclaimed water capacity. This task will include identifying preliminary routings of distribution systems. For engineering budget purposes, it is anticipated that the following ten alternative system components will be evaluated:

- Construction of new satellite water resource center(s) to provide reclaimed water.
- Expansion of the distribution systems from the CLV, CCSD, and COH treatment plants to additional sites.
- Expansion of the distribution systems from the existing or planned satellite plants to additional sites.

8.2 Prepare Economic Evaluation. Assuming a 30-year cost recovery period, prepare a present worth cost comparison of the ten alternative system components. The economic evaluation will be based on Engineer's opinions of probable capital costs, including allowances for contingencies and engineering, operating and maintenance (O&M) costs, and other project costs. Consult with Cities and Districts regarding the interest rate to be used in the economic analysis. This analysis will not include any cost savings due to reduction in required downstream collection system or treatment plant capacity unless this information is provided by the Cities and Districts.

8.3 Prioritize System Components. Prioritize the system components based on cost.

- Deliverables: Memorandum on economic evaluation of alternative system components.

Task 9 - Develop Implementation Plan

9.1 Describe Institutional Requirements. The Engineer will describe institutional steps required to implement the recommended system. A list of necessary documentation for permits to utilize reclaimed water, monitoring requirements, and any jurisdictional agreements which may be required will be provided.

9.2 Develop Implementation Schedule. The Engineer will prepare an implementation schedule that will show all applicable preliminary engineering activities including project milestones, start dates, and duration of each task. A schedule for environmental review and permitting, final engineering and construction will also be depicted, which will be based on the Engineer's experience with similar projects.

- Deliverables: None; submitted with draft report.

Task 10- Report

10.1 Prepare Report. Prepare a draft report.

10.2 Revise Report. After a review period of one month and receipt of comments, revise draft report and submit 50 copies to Cities and Districts.

10.3 Present Report. Assist Cities and Districts in presenting the final report to interested parties at the Cities' and Districts' discretion.

Exhibit B **Engineering Fee Estimate for** **Area-Wide Reuse Study**

Personnel - Staff Hours

	Principal	Project Manager	Project Engineer	Civil Engineer	Quality Control	Technician	Clerical	Total Staff Hours	Total Labor Cost	Expenses	Total Fee
Billing Rate, \$/Hr	\$155.00	\$115.00	\$102.00	\$80.00	\$155.00	\$58.00	\$38.00				
Coordinate Study											
Attend Initiation Meeting	1	1	4	4			4	14	\$1,150	\$700	\$1,850
Attend Progress Meetings	4	32	16	8			16	76	\$7,180	\$2,600	\$9,780
Subtotal for Task 1	5	33	20	12			20	90	\$8,330	\$3,300	\$11,630
Inventory Existing and Planned Facilities											
Inventory Treatment Facilities		2	4	40			4	50	\$3,990	\$100	\$4,090
Inventory Collection Systems		8	16	40		8	8	80	\$6,520	\$0	\$6,520
Inventory Distribution Systems		4	8	40		8	4	64	\$5,092	\$0	\$5,092
Prepare Maps	2	8	40	120		160		330	\$24,190	\$3,200	\$27,390
Subtotal for Task 2	2	22	68	240		176	16	524	\$39,792	\$3,300	\$43,092
Determine Wastewater Quality and Quantity											
Determine Quality Constituents		2	8	32				42	\$3,606	\$100	\$3,706
Project Overall Future Flows		2	8	16				26	\$2,326	\$100	\$2,426
Identify Flow by Subbasin	1	8	40	160				209	\$17,955	\$100	\$18,055
Subtotal for Task 3	1	12	56	208				277	\$23,887	\$300	\$24,187
Determine Reclaimed Water Demand											
Review Reclaimed Water Demand		4	8	32				44	\$3,836	\$0	\$3,836
Identify Potential Users		8	64	160			40	272	\$21,768	\$1,248	\$23,016
Subtotal For Task 4		12	72	192			40	316	\$25,604	\$1,248	\$26,852
Describe the Regulatory Environment											
Describe the Regulatory Environment		8	16	16				40	\$3,832	\$100	\$3,932
Review Effluent Disposal		4	8	8				20	\$1,916		\$1,916
NDEP Consultations		4	8	8			16	36	\$2,524	\$1,000	\$3,524
Develop Effluent Quality Criteria		4	8	8			8	28	\$2,220	\$100	\$2,320
Subtotal for Task 5	0	20	40	40			24	124	\$10,492	\$1,200	\$11,692
Initial Screen of Potential User Sites											
Develop Screening Criteria	1	8	12	24				45	\$4,219	\$100	\$4,319
Screen User Sites		12	50	200				262	\$22,480	\$200	\$22,680
Subtotal for Task 6	1	20	62	224				307	\$26,699	\$300	\$26,999
Alternative Treatment Sites											
Investigate Site Suitability		8	40	80				128	\$11,400	\$960	\$12,360
Subtotal for Task 7	0	8	40	80				128	\$11,400	\$960	\$12,360

Alternative System Components											
Identify Alternative System Components		8	16	40				64	\$5,752	\$240	\$5,992
Prepare Economic Evaluation		8	40	120				168	\$14,600	\$720	\$15,320
Recommend System	1	8	24	60				93	\$8,323		\$8,323
Subtotal for Task 8	1	24	80	220				325	\$28,675	\$960	\$29,635
Develop Implementation Plan											
Describe Institutional Requirements	1	8	40	120			4	173	\$14,907	\$100	\$15,007
Develop Implementation Schedule	1	8	24	80			16	129	\$10,531	\$672	\$11,203
Subtotal for Task 9	2	16	64	200			20	302	\$25,438	\$772	\$26,210
Report											
Prepare Report	4	8	60	120	40	16	60	308	\$26,668	\$1,360	\$28,028
Revise Report	1	4	8	24		12	24	73	\$4,959	\$1,152	\$6,111
Present Report	2	2	8	8			16	36	\$2,604	\$512	\$3,116
Subtotal for Task 10	7	14	76	152	40	28	100	417	\$34,231	\$3,024	\$37,255
TOTAL HOURS & COSTS	19	181	578	1,568	40	204	220	2,810	\$234,548	\$15,364	\$249,912

EXHIBIT C
AREA-WIDE REUSE STUDY
PAYMENT

A budget of \$250,000 is hereby established for CONSULTANT'S services under this Exhibit unless amended as a result of scope of services or schedule changes. The CONSULTANT certifies that proposed cost and pricing data used herein are completed, current, and accurate.

Compensation for services under Exhibit A shall be on a cost fixed fee basis and shall include direct labor plus indirect costs, plus other direct costs, plus a fixed professional fee (fixed dollar amount). Costs to be paid are comprised of the following:

A. Direct Labor

Direct labor costs shall be the total number of hours worked on the job by each employee times the actual rate for such employee's labor. Direct labor costs for principals will be based upon the actual rate of pay for those individuals. Labor rates shall be based on a normal 8 hour day, 40 hour week with overtime paid for authorized work. Technicians, drafters, and support personnel are paid at one and one-half time their regular rate for overtime. Professional personnel are paid at their regular rate for overtime. CONSULTANT may subcontract labor for technicians and drafters, if so required by the CONSULTANT.

B. Indirect Costs

As a portion of the total compensation to be paid to CONSULTANT, CITY shall pay to CONSULTANT, for Indirect costs (overhead), a sum equal to 174 percent of direct labor incurred by CONSULTANT for the preceding billing period.

C. Other Direct Costs

Other direct costs shall be billed at cost and shall include the following:

1. Living and traveling expenses of employees when away from home office on business connected with work.
2. Automobile expenses at \$0.30 per mile for project meetings.
3. Identifiable reproduction costs applicable to the work for printing and binding review documents.
4. Word Processing and Engineering computer charges at \$12 per hour.
5. CADD and graphics computer charges at \$18 per hour.
6. Subconsultant costs.
7. Other direct expenses incurred by CONSULTANT in his prosecution of the work, and as authorized by the CITY.

A-1.1

D. Fixed Professional Fee

As a portion of the total compensation to be paid to the CONSULTANT, the CITY shall pay a fixed professional fee (fixed dollar amount) for services rendered by CONSULTANT and covered by this Agreement. The fixed professional fee shall be billed, along with costs incurred, on a monthly basis, and shall be computed based on CONSULTANT'S monthly estimate of the percentage of project work that has been completed, independent on the percent of total project budget expended.

E. Cost Ceiling

Costs are described above, comprised of direct labor, indirect cost, other direct costs, and fixed professional fee, shall be payable up to a cost ceiling as specified herein.

Cost	\$ 225,000
Fixed Professional Fee	\$ 25,000
Total Cost Ceiling	\$ 250,000

The budget estimate in Exhibit B is generally acknowledged to reflect the Scope of Work. Budgets for individual tasks are shown for estimating purposes only and are not limiting for each task. Labor hours and costs may be re-allocated within the tasks without re-negotiation in such a manner so as not to exceed the ceiling price.

F. Evaluation of Cost Ceiling and Maximum Agreement Ceiling

The CONSULTANT shall provide the CITY with a review of the Budget Amounts when 75 percent of the Cost Ceiling has been expended.

The CONSULTANT may request the CITY for revision in the cost ceiling for performance of this will not be exceeded without approval of the CITY and amendment of the Agreement.

The fixed professional fee will not be changed except in the case of an amendment to the Agreement which alters the Scope of Work. CITY and CONSULTANT agree to negotiate an increase in cost ceiling and fixed professional fee for any change in Scope of Work including a change in project schedule, required at any time during this agreement. CONSULTANT will not commence work on the altered Scope of Work until authorized by CITY.

CITY COUNCIL

MEETING OF

MAY 10, 1999

*City of Las Vegas***AGENDA & MINUTES**

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COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

ITEM

ACTION

IV. RESOLUTIONS - CONSENT

69

R-37-99 - Approval of a Resolution Regarding the Granting of a Telecommunications Service Franchise to Telecommunications of Nevada, LLC., Setting the Purpose, Character, Term, Time and Conditions of the Proposed Franchise and Setting a Public Hearing on the Advisability of Granting the Proposed Franchise

McDONALD - Motion to APPROVE:**Items 4 through 44****Items 48 through 69****- carried UNANIMOUSLY****Items 45 and 47:****ABEYANCE to 5/24/99****under separate actions**

(see individual items)

Item 46:**STRICKEN under separate action**

(see individual item)

There was no discussion.

(10:31 - 10:32)

1-435

AGENDA DOCUMENTATIONMEETING OF
MAY 10, 1999TO:
City CouncilFROM: Bradford R. Jerbic
City Attorney

SUBJECT: Resolution No. R-37-99-- Approval of a Resolution Regarding the Granting of a Telecommunications Service Franchise to Telecommunications of Nevada, LLC., Setting the Purpose, Character, Term, Time and Conditions of the Proposed Franchise and Setting a Public Hearing on the Advisability of Granting the Proposed Franchise.

PURPOSE/BACKGROUND

Telecommunications of Nevada, LLC., has requested that the City of Las Vegas grant it a franchise agreement permitting its use of the City's rights-of-way for installing facilities to provide telecommunications services within the City. The proposed term of the franchise agreement is ten (10) years with an option to renew for five (5) years. Telecommunications of Nevada, LLC. will pay the City five percent (5%) of its annual gross revenue in accordance with the provisions of LVMC 6.67.020.

This Resolution and Notice of Hearing are being presented for approval by the City Council in accordance with the City Charter which provides that the City Council cannot approve a franchise agreement until it has adopted a resolution setting forth the applicant for and the purposes, character, term, time and conditions of the proposed franchise and states that a public hearing on the advisability of granting the proposed franchise will be held at the first regular meeting of the City Council after the final publication of the resolution.

FISCAL IMPACT

None

RECOMMENDATIONS

It is recommended that the City Council adopt this Resolution and authorize the Mayor to execute the Resolution on the Council's behalf.

RESOLUTION NO. R-37-99**REGARDING THE GRANTING OF A TELECOMMUNICATIONS
SERVICE FRANCHISE TO TELECOMMUNICATIONS OF
NEVADA, LLC., SETTING THE PURPOSE, CHARACTER, TERM, TIME AND
CONDITIONS OF THE PROPOSED FRANCHISE AND SETTING A PUBLIC HEARING
ON THE ADVISABILITY OF GRANTING THE PROPOSED FRANCHISE**

WHEREAS, CITY OF LAS VEGAS (CITY), is desirous of providing its residents the opportunity to receive telecommunications service; and

WHEREAS, TELECOMMUNICATIONS OF NEVADA, LLC., dba NEXTLINK Nevada, (NEXTLINK) is a Delaware limited liability company authorized to do business in the State of Nevada, created for the purpose of providing a telecommunications service; and

WHEREAS, on the 2nd day of November, 1998, NEXTLINK, applied, by letter, to the CITY for a franchise permitting the installation, maintenance and use of a telecommunications service within the corporate limits of the CITY; and

WHEREAS, there exists a need to insure that the installation, maintenance and use of a telecommunications service within the corporate limits of the CITY is conducted in a manner which will not interfere with the public's use of improved or unimproved public roads, highways, freeways, streets, avenues, lanes, paths, alleys, drives, parkways, courts and easements now or hereafter existing; and

WHEREAS, in response to NEXTLINK's request for franchise a proposed Franchise Agreement between the CITY and NEXTLINK has been prepared granting the necessary permission and authority to NEXTLINK to utilize the various improved or unimproved public roads, highways, freeways, streets, avenues, lanes, paths, alleys, drives, parkways, courts and easements, now or hereafter existing, for purposes of installing, maintaining and using its telecommunications service.

NOW, THEREFORE, pursuant to the requirements of Section 7.050 of the Las Vegas Charter, IT IS HEREBY ACKNOWLEDGED, DETERMINED AND RESOLVED, by the City Council of the City of Las Vegas, Nevada, as follows:

1. That NEXTLINK did, on the 2nd day of November, 1998, file an application, by letter, with the CITY requesting that a franchise be granted to NEXTLINK for the purpose of installing, maintaining and using a telecommunications service within the corporate boundaries of the

1 CITY.

2 2. That the purpose, character, terms, time and conditions of the franchise that the
3 CITY proposes to grant to NEXTLINK in response to such application to install, maintain and use
4 a telecommunications service in, upon, along, across, above, over and under the streets and other
5 public places within the corporate boundaries of the CITY for a ten (10) year term, with a five (5) year
6 extension under the same terms and conditions upon request of NEXTLINK is fully set forth in the
7 proposed Franchise Agreement on file in the Office of the City Clerk of the City of Las Vegas,
8 Nevada, which said proposed Franchise Agreement is available for inspection by members of the
9 public. Said proposed Franchise Agreement is, by this reference, incorporated herein and made a part
10 of this Resolution and Notice.

11 3. That a public hearing be, and it hereby is, set for Monday, the 24th day of May,
12 1999, in the City Council Chambers, City Hall Complex, 400 East Stewart Avenue, Las Vegas,
13 Nevada, at the hour of 10:00 a.m., for the purpose of hearing any objections or protests made by any
14 person to the granting of a franchise to NEXTLINK pursuant to the proposed Franchise Agreement.

15 4. That all interested persons shall have, and they are hereby given, the right to
16 appear and be heard on the question of the advisability of granting a telecommunications service
17 franchise pursuant to the proposed Franchise Agreement to NEXTLINK at the place, date and hour
18 specified for the public hearing in paragraph 3 of this Resolution and Notice, or at any subsequent
19 time to which said public hearing may be adjourned.

20 5. That the notice provided by this Resolution and Notice is reasonably calculated
21 to inform each interested person of his or her opportunity to appear and be heard on the question of
22 the granting of a telecommunications service franchise pursuant to the proposed Franchise Agreement,

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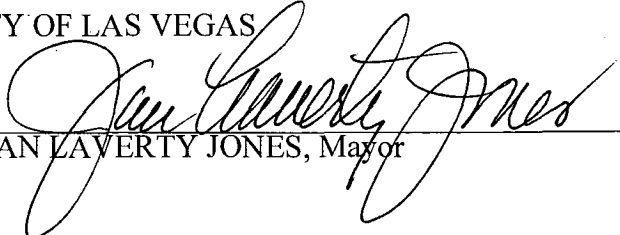
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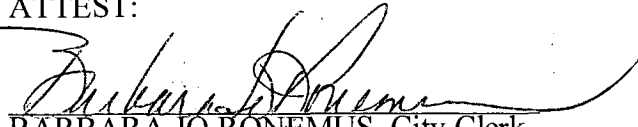
1 and that the City Clerk therefore, be, and she hereby is, authorized, empowered and directed to cause
2 a copy of this Resolution and Notice to be published in full in the issues of the Las Vegas Review
3 Journal published on the 13th day of May, 1999, and the 20th day of May, 1999.

4 PASSED, ADOPTED and APPROVED this 10th day of May, 1999.

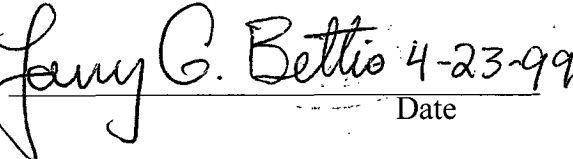
5 CITY OF LAS VEGAS

6 By 
7 JAN LAVERTY JONES, Mayor

8 ATTEST:

9 
10 BARBARA JO RONEMUS, City Clerk

11 APPROVED AS TO FORM:

12  4-23-99
13 Date

**PROPOSED FRANCHISE AGREEMENT
FOR
TELECOMMUNICATIONS SERVICE
BETWEEN
CITY OF LAS VEGAS
AND
TELECOMMUNICATIONS OF NEVADA, LLC. dba NEXTLINK NEVADA**

FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT, entered into this 24th day of May, 1999, between the City Council, City of Las Vegas, a municipal corporation of the State of Nevada and Telecommunications of Nevada, LLC, dba NEXTLINK Nevada (hereinafter "NEXTLINK"), a Delaware limited liability company, authorized to do business in the State of Nevada:

W I T N E S S E T H:

WHEREAS, the CITY OF LAS VEGAS is a municipal corporation duly incorporated within the State of Nevada, and authorized, pursuant to the Charter of the City of Las Vegas and applicable provisions of general laws of the State of Nevada, to enter into this Franchise Agreement; and

WHEREAS, NEXTLINK did, on the 2nd day of November, 1998, file with the City of Las Vegas, State of Nevada, a written request for a Franchise for a term of ten (10) years with an option to renew for five (5) years for the purpose of constructing, installing, operating and maintaining a Telecommunications Service System within the corporate limits of the City; and

WHEREAS, subsequent to the filing of this application, the City Council adopted a resolution acknowledging the filing of this application and setting forth the name of the applicant for and the purpose, character of, terms, time and conditions of the proposed Franchise Agreement and the date, time and place of a public hearing on the question of the advisability of granting said proposed Franchise to NEXTLINK; and

WHEREAS, said application coming on regularly for hearing on the 24th day of May, 1999, and it appearing by an Affidavit of Publication that due and legal notice of the filing of said application, and of the filing of the date, time and place for consideration of the same, has been given by publication of that Resolution adopted by the City Council in the Las Vegas Review Journal, a newspaper of general circulation within the City of Las Vegas, County of Clark, State of Nevada, to-wit:

In the issue of said newspaper published on the 13th day of May, 1999, and the 20th day of May, 1999; and

1 WHEREAS, the CITY OF LAS VEGAS has been requested to grant the right,
2 privilege, permission and authority to do those acts more specifically described herein by
3 NEXTLINK; and

4 WHEREAS, the CITY COUNCIL of the CITY OF LAS VEGAS, in the exercise of
5 its lawful power has determined that it is in the best interests of the inhabitants of the CITY OF LAS
6 VEGAS that a Franchise be granted, subject to the terms and conditions hereinafter set forth;

7 NOW THEREFORE, in consideration of the premises and of the performance by
8 NEXTLINK of the conditions hereinafter set forth, the City Council of the CITY OF LAS VEGAS,
9 State of Nevada, hereby grants a Franchise to NEXTLINK, subject to the following terms and
10 conditions.

11 **SECTION 1: SHORT TITLE.**

12 This Franchise Agreement may be cited as the NEXTLINK Franchise Agreement.

13 **SECTION 2: DEFINITIONS.**

14 For the purpose of this Franchise Agreement, the following terms, phrases, words and
15 their derivations shall have the meaning given in this Section. When not inconsistent with the context,
16 words used in the present tense include the future tense, words in the plural number include the
17 singular number, and words in the singular number include the plural number. The word "shall" is
18 mandatory and "may" is permissive. Words not defined in this Section shall be given their common
19 and ordinary meaning.

20 A. "City" is the City of Las Vegas, a municipal corporation of the State of Nevada.

21
22 B. "City Clerk" means City Clerk of the City of Las Vegas or a designated
23 representative.

24 C. "Company" is and refers to Telecommunications of Nevada, LLC, dba
25 NEXTLINK Nevada ("NEXTLINK").

26 D. "Council" refers to the legislative body of the City of Las Vegas sometimes
27 referred to as "City Council."

28 E. "Director" means the Director of the Public Works Department of the City of

1 Las Vegas or his/her designee.

2 F. "**Facilities**" are and refer to and include, but are not limited to, plant, works,
3 systems, improvements and equipment owned, leased or otherwise used by the Company such as
4 poles, wires, fixtures, equipment, underground circuits and conduit in Public Rights-of-way and other
5 property necessary or convenient for the transmissions, distribution, and/or connection of
6 Telecommunications Service.

7 G. "**Franchise**" means the non-exclusive authorization granted herein to rent and
8 use Rights-of-way and Public Places to construct, operate, and maintain Company Facilities in the
9 City or any portion or portions thereof for the specific purpose of maintaining a Telecommunications
10 Service.

11 H. "**Gross Revenues**" shall mean any and all intrastate retail revenue collected by
12 the Company for services provided to customers within the City including but not limited to:

- 13 1. All Telecommunications Service revenues charged on a flat rate basis;
- 14 2. All revenue for intrastate long distance calls originating in the state of
15 Nevada and billed to an address physically located in the City of Las Vegas;
- 16 3. All revenues from installation service charges;
- 17 4. All revenues from connection or disconnection fees;
- 18 5. All revenues from penalties or charges to customers for checks returned
19 from banks;
- 20 6. All revenues from joint pole or conduit use;
- 21 7. All revenues from authorized rental or use of any portion of the
22 Company's network in the City, including plant and facilities leased to others;
- 23 8. Recoveries of bad debts previously written off and revenues from the
24 sale or assignment of bad debts. Gross revenues may be adjusted for net write-off of uncollectible
25 accounts computed on the average annual rate for customers within the City of Las Vegas jurisdiction;
- 26 9. Any and all revenues that are designated by City, State or Federal law
27 to be subject to these Franchise Agreement fees or which may develop by future technology within
28 this industry; and

1 10. Any and all revenues from video dial tone, data transmission or Personal
2 Communication Service.

3 "Gross Revenues" shall not include any tax passed through to consumers on behalf of
4 governmental agencies received by the Company for services provided to customers through use of
5 Facilities, or any charges passed through to the customers for interconnection with the local exchange
6 provider. Gross revenue shall not include proceeds from the sale of bonds, mortgages or other
7 evidence of indebtedness, securities or stocks.

8 The Company is not required to measure each category of revenues separately;
9 however, in the event of an audit by the City, the Company will be required to provide an appropriate
10 justification for amounts reported as gross revenues under this Franchise Agreement.

11
12 I. **"Line Extension"** means any extension of distribution or transmission Facilities
13 into areas within the boundaries of the City not then served by the Company.

14 J. **"Mayor"** means the Mayor of the City of Las Vegas or his/her designated
15 representative.

16 K. **"Public Places"** means all sidewalks, alleys, or other public ways and any and
17 all public places, spaces, grounds and buildings of the City within the City limits.

18 L. **"Reasonable Attorney Fees"** are reasonable charges for legal representation
19 as may be incurred by the City and determined by a court of proper jurisdiction.

20 M. **"Rights-of-way"** means all present and future streets, avenues, highways,
21 alleys, bridges and public ways, (excluding railroad rights-of-way) of the City within the City limits.

22 N. **"Telecommunications"** means the transmission, between or among points
23 specified by the user, of information of the user's choosing, without change in the form or content of
24 the information as sent and received.

25 O. **"Telecommunications Carrier"** means any provider of telecommunications
26 services. "Telecommunications carrier" does not include any person that, in the ordinary course of
27 his or her operations, makes telephones available to the public or to transient users of his or her
28 premises, for interstate telephone calls using a provider of operator services.

1 P. **"Telecommunications Service"** means the offering of telecommunications for
2 a fee directly to the public, or to such classes of users as to be effectively available directly to the
3 public, regardless of the facilities used. "Telecommunications Service" shall not include cable
4 services or open video services as defined in Title VI of the Communications Act of 1934, as amended
5 by the Telecommunications Act of 1996 (47 USCA §521, et seq.) or as recognized by the Federal
6 Communications Commission. Before proposing to provide such cable services or open video
7 services, Company agrees to obtain a separate agreement from the City for the provision of such
8 services.

9 Q. **"Treasurer"** shall mean the Treasurer of the City of Las Vegas.

10 **SECTION 3: GRANT OF FRANCHISE.**

11 A. The City of Las Vegas, Nevada, hereby grants to Telecommunications of
12 Nevada, LLC (dba NEXTLINK Nevada), a Delaware limited liability company, authorized to do
13 business in the State of Nevada, subject to the terms, conditions, and limitations contained in this
14 Franchise Agreement, a non-exclusive franchise with permission to rent, use and occupy Rights-of-
15 way and Public Places, to provide Telecommunications Service and right and privilege to erect,
16 construct, maintain and operate a telecommunications system within the corporate limits of the City
17 as the same now exist or may be extended in the future, and a nonexclusive franchise, right and
18 privilege to erect, construct, maintain and operate wires, fixtures, equipment, underground circuits and
19 conduits property necessary or convenient for the transmission and distribution of
20 Telecommunications Service in the City and to its inhabitants and to transmit, distribute and sell
21 Telecommunications Service, upon, over, along, under and across the streets, alleys, roads and other
22 public ways and places, including, but not limited to private property easements on which a
23 preliminary subdivision plat has been approved by the City for the provision of public utilities within
24 the corporate limits of the City as the same now exist or may be extended in the future.

25 B. The Company shall be subject to all requirements of City ordinances, rules,
26 regulations and specifications hereafter enacted or established in so far as such ordinances are not in
27 violation of any State or Federal regulation.

28 C. This grant of Franchise to the Company does not give permission to the

1 Company to provide cable services or open video services without a separate agreement with the City.

2 **SECTION 4: DURATION.**

3 The Franchise granted herein is for a period of ten (10) years from and after the
4 effective date of this Franchise Agreement. If Company is in compliance with all the material
5 provisions of this Franchise Agreement, Company has the option of renewing the Franchise under the
6 same terms and conditions of this Franchise Agreement for one (1) additional period of five (5) years.

7 **SECTION 5: CONSTRUCTION PLANS AND DRAWINGS.**

8 A. Before the Company may conduct underground work involving excavation,
9 new construction or major relocation work in any Rights-of-way or Public Place:

10 1. The Company shall first notify the City and shall comply with any
11 special conditions relating to location, scheduling, coordination and public safety;

12 2. The Company shall make proper application for an encroachment
13 agreement with the Department of Public Works;

14 3. The Company shall file maps and drawings with the Director showing
15 the location of any construction or extension of its Facilities and services in any Rights-of-way or
16 Public Place of the City. For multi-conduit banks, maps and drawings shall show overall size, material
17 and configuration of the duct bank. As further set out in Section 16, upon request from the City the
18 Company shall provide City with updates of the maps and drawings showing the location of any new
19 construction, extension or relocation of its Facilities. All materials provided pursuant to this Section
20 shall be kept confidential to the fullest extent possible under the law; and

21 4. The Company shall participate in "Call Before You Dig" with regard
22 to giving and receiving notice of the location of facilities and excavations.

23 B. Such proposed construction work to be done by the Company shall be
24 performed in a safe manner subject to the approval of the Director and in accordance with applicable
25 Federal and State laws and City ordinances, regulations and permitting requirements. Company shall
26 pay all normal permit fees and provide the City with evidence of insurance coverage pursuant to
27 Section 25.

1 **SECTION 6: INSTALLATIONS, EXCAVATIONS AND RESTORATIONS.**

2 A. The Company shall have the right to excavate in, occupy and use any and all
3 Rights-of-way and Public Places for the purpose of installing, erecting, constructing, repairing,
4 maintaining, removing, relocating and operating its Facilities after obtaining any and all appropriate
5 permits from the City, provided, however, that:

6 1. The Company shall not, pursuant to this Franchise Agreement, place
7 any of its Facilities, on, over, under or within any City park duly designated as such by the City, but
8 nothing herein contained shall preclude the City from granting a revocable permit therefore;

9 2. The Company shall not place any of its Facilities, on, over, or within
10 the median portion of any boulevard or parkway without first having obtained the written permission
11 of the City;

12 3. Where appropriate and as may be required by the City through any
13 permitting process, installation, excavations and restorations affecting street and/or lane closures shall,
14 as often as practicable, be performed after 6:30 p.m. and before 6:00 a.m., but in no event shall any
15 such work be performed from 7:00 a.m. to 9:00 a.m. and from 4:00 p.m. to 6:00 p.m. except for
16 emergency repairs;

17 4. The City reserves the right to assist in the coordination and scheduling
18 of any Company projects where such project may be reasonably coordinated with the placement of
19 other Company facilities. Otherwise, and subject to City permitting processes and approvals, it is
20 recognized that, notwithstanding the foregoing, the Company retains discretion over the timing of the
21 Company's proposed projects which shall be in accordance with the Company's construction schedule
22 or its network ring which schedule shall be furnished to the City during Company's initial permitting
23 process by the City; and

24 5. The Company shall, to the extent commercially reasonable, employ
25 "trenchless" technology in the placement of its Facilities. Except in an emergency, not less than seven
26 (7) working days prior to the commencement of any work by the Company which involves excavation
27 in any Rights-of-way or Public Place, the Company shall notify the Director and any appropriate
28 utility coordinating committee for purposes of utility location. Minimum notice to the City shall be

1 by telephone communication or in person prior to any work, followed by notice in writing as soon as
2 practical. Company will provide advance notice so as not to disrupt services of the City or any other
3 person or utility using any Rights-of-way and Public Places in the City and allow the City to place any
4 inspector it may deem necessary at the site of the project.

5 B. Whenever work is performed in any Rights-of-way or Public Place, the
6 Company shall take all reasonable precautions to minimize interruption to traffic flow, damage to
7 property or creation of a hazardous condition.

8 C. After any excavation shall be made and after work is completed pursuant to the
9 provision of this Franchise Agreement, the Company, at Company expense shall, as soon as
10 practicable, but not longer than one (1) day, remove all surplus material in compliance with
11 specifications, requirements and regulations of the City in effect at the time of such restoration and
12 restore the portion of the Rights-of-way or Public Place. Following written notice to Company, the
13 Company has thirty (30) days to use its best efforts to make the restoration in a manner satisfactory
14 to City and all costs incurred for such restoration, whether done with City work forces and equipment
15 or otherwise, shall be paid by the Company, including the cost of any inspectors the City may assign
16 to the project.

17 D. The Company shall be responsible for its pro rata share of the maintenance and
18 repair of all Rights-of-way, to the extent the same are directly impacted by the presence of the
19 Company's Facilities subject to all City Ordinances and within reasonable proximity of and upon
20 which the Company maintains above-ground Facilities, including the removal of weeds and litter.

21 E. The Company shall ensure its Facilities in Rights-of-way and Public Places are
22 located and constructed in a manner such that access is not impaired in compliance with the
23 Americans with Disabilities Act (ADA). Following notice by the City of an ADA construction
24 problem, the Company shall have thirty (30) days or other reasonable time as deemed by the City to
25 remedy the problem.

26 **SECTION 7: LOCATION AND RELOCATION OF FACILITIES.**

27 A. All Facilities of the Company shall be placed so that they do not interfere with
28 the use of Rights-of-way and Public Places by the City and shall only be placed after approval of the

1 location by the Director and in accordance with any specifications adopted by the City governing the
2 location of Facilities. The City reserves the right to construct, install, maintain and operate any public
3 improvement, work or facility, do any work that the City may find desirable on, over or under any
4 Rights-of-way and Public Places, and vacate, alter or close any Rights-of-way and Public Places. All
5 such work shall be done, in such manner as not to obstruct, injure or prevent free use and operation
6 of the Company's Facilities. Company agrees to obtain the City's express written approval before
7 placing any new poles in Rights-of-way and other Public Places, that do not currently exist in
8 Rights-of-way and other Public Places. The Company agrees to comply with Title 13 of the Las Vegas
9 Municipal Code when locating facilities in Rights-of-way or other public places.

10 B. The City shall have the right to require the removal or relocation of Facilities
11 used by the Company in any Rights-of-way or Public Place as may reasonably be required by the City
12 for any reason, after notice to the Company, including but not limited to, City projects for the
13 installations of water, sanitary sewer, storm drainage, landscaping, or traffic signal facilities, road
14 reconstruction and construction. The Company shall remove and relocate such Facilities within the
15 City within sixty (60) days following written notice to do so from the City. Prior to any such
16 relocation, the City agrees to provide for suitable location for such relocated Facilities sufficient to
17 maintain service. The cost directly attributable to removal or relocation of Company Facilities shall
18 be paid by the Company. The Company shall at the City's request, if joint use, pursuant to Section 11
19 is not feasible due to technical reasons, relocate its Facilities to accommodate another franchisee in
20 the City if both the Company's and other franchisee's facilities can be located in the City's
21 Rights-of-way without interfering with operations of Company's Facilities. The costs of any
22 reallocations occasioned by another franchise agreement of the City, shall be paid by said other
23 franchisee, and in no event shall the costs be the responsibility of the City. The Company shall remove
24 and relocate its Facilities upon receipt of payment of anticipated costs from other franchisee. Other
25 franchisee shall pay the Company any balance owed within thirty (30) days of receipt of statement
26 following the Company's completion of removing and replacing its Facilities.

27 The Company shall reconstruct, replace or restore any street, alley, or public way or
28 place, and any water, sewer, sanitary sewer, storm drainage, traffic signalization facilities, or other

1 facility of the City disturbed by the Company, in a timely fashion, without cost to the City to a
2 condition acceptable to the City consistent with reasonable standards of safety and appearance. Any
3 facility so disturbed by the Company shall be reconstructed, replaced, or restored only under the
4 supervision of City personnel. Subject to the provision of Section 5 herein and upon notice to the City,
5 the Company may remove or relocate transmission and distribution Facilities maintained by the
6 Company on its own initiative.

7 C. When the City, acting through itself, an agent, contractor or permit holder,
8 proposes to improve a street, including but not limited to, landscaping, traffic signalization, water line,
9 storm sewer or sanitary sewer, repair or installation, within the Rights-of-way or other Public Place
10 under its jurisdiction or control, and such improvements include: (1) excavation, and (2) the placement
11 of underground utilities vaults and conduit sufficient for Company's Telecommunications Service
12 distribution purposes, by and at the expense of someone other than the Company, then upon
13 notification by the City and upon such reasonable scheduling as may be required by the City's
14 ordinances and policies, the Company shall replace such overhead distribution Facilities as are then
15 within the effected Rights-of-way with underground Facilities within the vaults and conduits provided
16 therefore. Any such placement shall be at Company expense. The conversion from overhead to
17 underground shall be conditioned upon the City requiring the undergrounding in the area in which
18 both the existing and new Facilities are and will be located and the City shall require: (1) that all
19 existing overhead communication and electric distribution facilities in such area be removed; (2) that
20 each customer served from such existing overhead distribution facilities shall, in accordance with the
21 Company's rules for underground service, make all Facility changes on customer's premises necessary
22 to receive service from the underground Facilities of the Company as soon as it is available; and (3)
23 that the Company is authorized to discontinue its overhead service on completion of the underground
24 Facilities. Such replacement of overhead with underground distribution Facilities shall be paid for by
25 the Company.

26 **SECTION 8: PUBLIC WORKS AND IMPROVEMENTS.**

27 A. The City reserves the right to construct, install, maintain and operate any public
28 improvement, work or facility and do any work that the City may find desirable on, over or under any

1 Rights-of-way or Public Place. All such work shall be done, if possible, in such manner as not to
2 obstruct, injure or prevent free use and operation of the Company's Facilities.

3 B. Whenever the City shall excavate or perform any work in any present and/or
4 future Rights-of-way or Public Place of the City, or shall contract, for such excavation work, where
5 such excavation or work may disturb but not require removal or relocation of Company's Facilities,
6 the City shall notify the Company sufficiently in advance of such contemplated excavation or work
7 to enable the Company to take such measures as may be deemed necessary to protect such Facilities
8 from damage and possible inconvenience or injury to the public or the City's Rights-of-way or Public
9 Place. If the Company cannot take such measures, the Company shall be required to relocate its
10 Facilities in accordance with Section 7. In such case, the Company upon request, shall furnish field
11 markings to the City or contractor, as the case may be, showing the location of all its Facilities in the
12 area involved in such proposed excavation or other work.

13 C. Whenever the City shall vacate any Rights-of-way or Public Place for the
14 convenience or benefit of any person or governmental agency or instrumentality, the Company's rights
15 shall be preserved as to any of its Facilities then existing in such Rights-of-way or Public Place.

16 **SECTION 9: MOVING OF BUILDINGS.**

17 Whenever it becomes necessary to temporarily rearrange, remove, lower or raise the
18 aerial cables or wires or other apparatus of the Company to permit the passage of any building,
19 machinery or other object, the Company shall perform such rearrangement upon the receipt of written
20 notice from the person or persons desiring to move said building, machinery or other objects. The
21 written notice shall detail the route of movement of the building, machinery or other object. The costs
22 incurred by the Company in making such rearrangements of its aerial facilities will be borne,
23 excepting the City, by the person or persons seeking such rearrangement, unless the aerial facilities
24 are placed or maintained in violation of the applicable rules of any local, state, or federal regulatory
25 agency and thereby interferes with the movement.

26 **SECTION 10: SAFETY STANDARDS.**

27 The Facilities of the Company shall at all times be constructed, operated and
28 maintained so as to protect and safeguard the health and safety of the public and to this end Company

1 shall observe all rules pertaining thereto prescribed by any local, state, or federal regulatory authority.

2 **SECTION 11: JOINT USE AGREEMENTS.**

3 The Company is authorized to enter into joint-use agreements with any person or entity
4 franchised by the City with respect to the placement of Facilities. The Company may require any such
5 person or entity to furnish evidence of adequate insurance covering the Company and adequate bonds
6 covering the performance of the person or entity attaching to the Company's Facilities as a condition
7 precedent to granting permission to any such person or entity to attach transmission facilities to the
8 Company's Facilities; provided that the Company's requirements for such insurance shall be
9 reasonable.

10 **SECTION 12: FEES; CONDITIONS.**

11 A. As consideration for this Franchise Agreement (which provides for the use by
12 the Company of Rights-of-way and other Public Places within the boundaries of the City, which the
13 City contends are valuable public properties acquired and maintained by the City at great expense to
14 its taxpayers and citizens) the Company agrees that it must acquire a valid unexpired business license
15 from the City and pay business license fees based on its gross revenue pursuant to the provisions of
16 Title 6, Chapter 67, of the Las Vegas Municipal Code. The Company further agrees that the definition
17 of "gross revenue" as set forth in Section 2 of this Franchise Agreement is controlling for determining
18 gross revenue; provided, however, the exception for sales of services to other Telecommunications
19 Service providers holding a certificate of public convenience and necessity from the Public Utilities
20 Commission of Nevada or to operators of a commercial mobile radio service allowed in the provisions
21 of LVMC 6.67.020 still applies. Should the City enter into a future franchise agreement with any
22 company providing services substantially similar to those stated herein, the Company shall have the
23 option, within sixty (60) days of final adoption by the City, of substituting the franchise terms and
24 conditions adopted by the City, in place of the terms and conditions of this Franchise Agreement.

25 B. In addition to payment of consideration pursuant to Subsection (A), Company
26 shall be liable for lawful property, ad valorem taxes and local improvement district assessments. The
27 Company shall also be responsible for exactions, fees and charges, which are generally applicable
28 during Company's real property development or use as required by the City's ordinances.

1 C. In the event that the business license fee set forth in this Franchise Agreement
2 is declared illegal, unconstitutional or void for any reason by any court or proper authority, the
3 Company shall be contractually bound to pay the City, at the same times and in the same manner as
4 provided for herein, an aggregate amount equal to the amount which would have been paid as a
5 business licensee fee; provided such fee is applied to all telecommunications providers in a
6 competitively neutral, non-discriminatory manner. This Section, however, shall not constitute a
7 waiver of any claim the Company may assert against the City.

8 D. Commencing on the effective date of this Franchise Agreement, the business
9 license fees required to be paid pursuant to Subsection (A) shall be paid quarterly by the fifteenth (15)
10 day of the second month following the end of each calendar quarter for which payment or portion
11 thereof is due. For each year, a quarter shall be determined to end on the last day of March, June,
12 September and December. The Company shall furnish to the City with each payment of compensation
13 required by this Section a written statement, showing the amount of gross revenue of the Company
14 subject to a fee under this Franchise Agreement, within the City, for a period covered by the payment.

15 E. Acceptance by the City of any payment due under this Section shall not be
16 deemed to be a waiver by the City of any breach of this Franchise Agreement occurring prior thereto,
17 nor shall the acceptance by the City of any such payments preclude the City from later establishing
18 that a larger amount was actually due, or from collecting any balance due to the City.

19 **SECTION 13: PERFORMANCE BOND.**

20 A. As security for compliance with the terms of this Franchise Agreement and the
21 Las Vegas Municipal Code, including restoration of rights-of-way in which the Company has initiated
22 projects to construct, maintain, operate, reconstruct, remove or relocate its facilities, the Company
23 shall provide, and maintain at the minimum level herein specified for the life of this Franchise
24 Agreement, security delivered to the Manager of Real Estate and Asset Management Division, made
25 payable to the City Treasurer, a performance bond, in the amount of TWO HUNDRED THOUSAND
26 and NO/100ths DOLLARS (\$200,000.00), or an amount agreed to by the City Council, to remain in
27 force for the term of its Franchise, any or all of which may be claimed by the City as payment for fees
28 and liquidated damages, and to recover losses resulting to the City from the Company's failure to

1 perform.

2 B. All bonds shall be in accordance with the following:

3 1. All bonds shall, in addition to all other costs, provide for payment of
4 reasonable attorney's fees.

5 2. All bonds shall be issued by a surety company authorized to do business
6 in the state of Nevada, and which is listed in the U.S. Department of the Treasury Fiscal Service
7 (Department Circular 570, Current Revision): companies holding certificates of authority as
8 acceptable sureties on federal bonds and as acceptable reinsuring companies.

9 3. The Company shall require the attorney-of-fact who executes the bonds
10 on behalf of the surety to affix thereto a certified and current copy of his power of attorney.

11 4. All bonds prepared by a licensed non-resident agent must be
12 countersigned by a resident agent per Nevada Revised Statutes, Section 680A.300.

13 C. If at any time the City draws upon such performance bond, the Company shall
14 within thirty (30) days of notice from the City replenish such performance bond to the original
15 minimum amount established in this Section.

16 D. Reduction of Bond. Upon written application by the Company, the City may,
17 at its sole option, in writing, permit the amount of the bond to be reduced or waive the requirements
18 for a performance bond. Reductions granted or denied upon application by the Company shall be
19 without prejudice to the Company's subsequent applications or to the City's right to require the full
20 bond at any time thereafter. However, no application shall be made by the Company within one (1)
21 year of any prior application.

22 E. Performance Bond Procedures. The following procedures shall apply to
23 drawing on the performance bond:

24 1. If the Company fails to make timely payment to the City of any amount
25 due under its agreement or applicable law, or fails to compensate the City within ten (10) days of
26 written notification that such compensation is due, for any damages, costs, or expenses the City suffers
27 or incurs by reason of any act or omission of the Company in connection with this Franchise
28 Agreement or its enforcement, or fails, after thirty (30) days' written notice, to comply with any

1 provision of this Franchise Agreement or the Las Vegas Municipal Code that the City determines can
2 be remedied by an expenditure of the security, the City may withdraw the amount thereof, with
3 interest and any penalties, from the performance bond.

4 2. Within three (3) days of a withdrawal from a performance bond, the City
5 shall mail, by certified mail, return receipt requested, written notification of the amount, date, and
6 purpose of such withdrawal to the Company.

7 3. If at the time of a withdrawal from a performance bond by the City, the
8 amounts available are insufficient to provide the total payment towards which the withdrawal is
9 directed, the balance of such payment shall continue as the obligation of the Company to the City until
10 it is paid.

11 4. No later than thirty (30) days after mailing of notification to the
12 Company by certified mail, return receipt requested, of a withdrawal under a performance bond, the
13 Company shall restore the performance bond to the total amount specified herein.

14 F. Failure Constitutes Material Violation. Failure to maintain or restore the
15 performance bond shall constitute a material violation of this Franchise Agreement.

16 G. Remedies Cumulative. All remedies under this Franchise Agreement are
17 cumulative unless otherwise expressly stated. The exercise of one remedy shall not foreclose use of
18 another, nor shall the exercise of a remedy or the payment of liquidated damages or penalties relieve
19 the Company of its obligations to comply with this Franchise Agreement. Remedies may be used
20 singly or in combination; in addition, the City may exercise any rights it has at law or equity.

21 H. Relation to Insurance and Indemnity Requirements. Recovery by the City of
22 any amounts under insurance, the performance bond, or otherwise does not limit the Company's duty
23 to indemnify the City in any way; nor shall such recovery relieve the Company of its obligations under
24 this Franchise Agreement, limit the amounts owed to the City, or in any respect prevent the City from
25 exercising any other right or remedy it may have.

26 **SECTION 14: BREACH.**

27 In the event that a forfeiture is declared as provided under Section 26 (C)(4) of this
28 Franchise Agreement, it shall be deemed a failure to perform on the part of the Company, and the City

1 may proceed against the performance Bond, Letter of Credit or Surety Fund provided for in Section
2 13 of this Franchise Agreement. In such event, it is agreed by and between the parties that the City
3 will be damaged in an amount and to an extent not reasonably foreseeable or calculable, and, that,
4 therefore, the City shall be entitled to the sum of ONE HUNDRED THOUSAND and NO/100ths
5 DOLLARS (\$100,000.00) as liquidated damages and not as a penalty, which sum shall be covered
6 by the Bond, Letter of Credit or Surety Fund required to be posted by the Company.

7 **SECTION 15: BOOKS OF ACCOUNT AND REPORTS.**

8 A. The City shall have the right to annually review or audit the Company's books
9 and records in accordance with regularly accepted accounting and audit standards regarding any
10 amounts which may be owed under this Franchise Agreement. This right includes the right to review
11 and audit all books and records of revenue which may be reasonably considered by the City to be
12 subject to a franchise fee. The City shall give written notice to the Company of any additional amount
13 claimed to be due to the City as a result of the City's review. Such amount due, if any, shall be paid
14 within thirty (30) days following determination by the City that such amount is due and payable. If
15 the City's review shows the Company has overpaid, said overpayment shall be reimbursed to the
16 Company by the City within thirty (30) days of such determination.

17 B. The Company shall keep complete and accurate books and records of its
18 business and operations pursuant to this Franchise Agreement in accordance with generally accepted
19 accounting principles and in accordance with the rules and regulations of the State of Nevada.

20 C. In the event of an audit, the Company shall provide City specific books,
21 records, contracts, accounts, documents and papers for its operations within the City.

22 D. All such books, records, and accounts of the Company shall be retained by the
23 Company for a period of five (5) years. The Company shall make such records available to the City
24 as are necessary for the City to complete its audit, and the same shall be available for inspection by
25 the City, in the City, upon thirty (30) days notice from the City.

26 E. All audits will take place on Company premises in the Las Vegas area.

27 F. Upon request by the City, the Company shall provide to the City by U.S. mail,
28 postage prepaid, a copy of all papers filed by the Company with any federal or state regulatory agency

1 that pertain to the Company's Facilities located in Nevada.

2 **SECTION 16: SUPPLYING MAPS UPON REQUEST.**

3 Company shall maintain on file maps and operational data pertaining to its operations
4 in the City. The City may inspect the maps and data at any time during business hours. Upon request
5 of the City, the Company shall furnish to the City as soon as practical without charge, current maps
6 either in a "hard copy" printed form or in the City's GIS format or compatible data base, showing the
7 location and dimension of any existing facilities and proposed facilities, but not other proprietary
8 information, used in operating the Company's Facilities within the City of Las Vegas served by the
9 Company.

10 **SECTION 17: RATES.**

11 The rates to be charged by the Company for Telecommunications Service shall comply
12 with the appropriate local, state or federal regulatory authority, or any other governmental official,
13 commission or body having jurisdiction. If no governmental official or body had rate setting
14 jurisdiction, the Company may set rates to be charged at its sole discretion. To the extent that the City
15 may in the future become legally entitled to set fees and charges for the services provided pursuant
16 to this Franchise Agreement, the City reserves the right to regulate the rates, fees, charges, deposits
17 and associated terms and conditions for any service provided pursuant to this Franchise Agreement
18 to the fullest extent permitted by applicable law with appropriate procedural due process.

19 **SECTION 18: FRANCHISE NOT EXCLUSIVE.**

20 The Franchise Agreement hereby granted shall not be exclusive and shall not be
21 construed as a limitation on the City's right to grant rights, privileges and authority to other persons
22 or corporations similar to or different from those herein set forth to construct, install, operate or
23 maintain a public utility.

24 **SECTION 19: TRANSFERS.**

25 A City Approval Required.

26 1. The Franchise granted to the Company pursuant to the terms of this
27 Franchise Agreement shall be a privilege that is in the public trust and personal to the Company. The
28 Company's obligations under this Franchise Agreement involve services whose performance involves

1 trust and confidence in the Company.

2 2. No transfer of this Franchise Agreement or the Franchise granted
3 pursuant thereto, or of control over the same (including, but not limited to, transfer by forced or
4 voluntary sale, merger, consolidation, receivership, or any other means) shall occur unless prior
5 application is made by the Company to the City and the City Council's prior written consent is
6 obtained and only then upon such terms and conditions as the Council deems necessary and proper,
7 except to the extent that this Franchise Agreement provides that certain interaffiliate transfers may
8 occur without such consent. Any such transfer without the prior written consent of the Council shall
9 be considered to impair the City's assurance of due performance. The granting of approval for a
10 transfer in one instance shall not render unnecessary approval of any subsequent transfer.

11 B. Approval Does Not Constitute Waiver. Approval by the City Council of a
12 transfer does not constitute a waiver or release of any of the rights of the City under this Franchise
13 Agreement, whether arising before or after the date of the transfer.

14 C. Application.

15 1. The Company shall promptly notify the Manager of Real Estate and
16 Asset Management Division of the Office of Business Development of any proposed transfer. If any
17 transfer should take place without prior notice to the Manager, the Company will promptly notify the
18 Manager that such a transfer has occurred.

19 2. At least one hundred twenty (120) calendar days prior to the
20 contemplated effective date of a transfer, the Company shall submit to the Manager of Real Estate and
21 Asset Management Division of the Office of Business Development a written application for approval
22 of the transfer. Such an application shall provide complete information on the proposed transaction,
23 including details on the legal, financial, technical, and other qualifications of the transferee. At a
24 minimum, the following information must be included in the application, unless these requirements
25 are waived, reduced, or modified by the City:

- 26 a. All information and forms required under federal law;
27 b. A detailed statement of the corporate or other business entity
28 organization of the proposed transferee, including an identification of any entity or entities that

1 exercises actual working control over the Company;

2 c. Complete and unredacted copies of any contracts, financing
3 documents, or other documents that relate to the proposed transaction, and all documents, schedules,
4 exhibits, or the like referred to therein, except that the Company may redact such portions of those
5 documents as are proprietary and confidential and would cause the Company substantial harm if
6 disclosed, if and only if the Company makes the complete documents available for review and
7 analysis by the City and its agents from the date of the application until the City approves or denies
8 the application.

9 3. At the Company's option, the Company may notify the Manager of the
10 Real Estate and Asset Management Division of the proposed transaction in general terms at least one
11 hundred fifty (150) days prior to the contemplated effective date of a transfer, and request that the City
12 waive some or all of the information requirements specified in Subsection (C)(2) of this Section. To
13 the extent consistent with applicable law, the City may waive in writing any such requirement that
14 information be submitted as part of the initial application, without thereby waiving any rights the City
15 may have to request such information after the initial application is filed.

16 4. For the purposes of determining whether it shall consent to a transfer,
17 the City or its agents may inquire into all qualifications of the prospective transferee and such other
18 matters as the City may deem necessary to determine whether the transfer is in the public interest and
19 should be approved, denied, or conditioned. The Company and any prospective transferees shall assist
20 the City in any such inquiry, and if they fail to do so, the request for transfer may be denied.

21 D. Determination by the City Council.

22 1. In making a determination as to whether to grant, deny, or grant subject
23 to conditions an application for a transfer, the City Council may consider, without limitation, the legal,
24 financial, and technical qualifications of the transferee to comply with the Company's obligations
25 under this Franchise Agreement; whether the Company is in compliance with this Franchise
26 Agreement and, if not, whether the proposed transferee will cure any noncompliance; and whether
27 operation by the transferee or approval of the transfer would adversely affect the City's interest under
28 this Franchise Agreement, other applicable law, or the public interest.

1 2. Any transfer without the City Council's prior written approval shall be
2 ineffective, and shall make the Company's franchise subject to cancellation at the City Council's sole
3 discretion, and to any other remedies available under this Franchise Agreement or applicable law.

4 3. The Company shall be fully liable under this Franchise Agreement for
5 any transfer that is in violation of the terms of this Franchise Agreement and caused in whole or in part
6 by any other entity or entities, including but not limited to any parents or affiliated entities, as if such
7 transfer had been caused by the Company itself.

8 4. Any mortgage, pledge or lease shall be subject and subordinate to the
9 rights of the City under this Franchise Agreement and other applicable law.

10 E. Transferee's Agreement. No application for a transfer shall be granted unless
11 the transferee agrees in writing that it will abide by and accept all terms of this Franchise Agreement,
12 and that it will assume the obligations, liabilities, and responsibility for all acts and omissions, known
13 and unknown, of the Company under this Franchise Agreement for all purposes, including renewal,
14 unless the City, in its sole discretion, expressly waives this requirement in whole or in part.

15 **SECTION 20: ADDITIONAL CITY RIGHTS.**

16 Pursuant to the City Charter and applicable State statute, the right and privilege of the
17 City to construct, purchase or condemn a public utility or telecommunications provider located within
18 or without the boundaries of the City is expressly recognized herein.

19 **SECTION 21: CUSTOMER SERVICE STANDARDS.**

20 Provided that the Public Utilities Commission of Nevada ceases to set or regulate
21 customer service standards, then the following conditions shall apply:

22 A. The Company shall be required to establish and maintain offices within the Las
23 Vegas metro area for customer service. Company shall make available at such offices, at a minimum,
24 documents required by this Franchise Agreement with reasonable notice by the City to the Company.

25 B. Company representatives shall be available to respond to customer telephone
26 inquiries and complaints Monday through Friday during normal business hours. The Company shall
27 also maintain a toll-free number by which subscribers may report technical and other problems on a
28 twenty-four hour basis.

1 C. Excluding those situations beyond the control of the network operator, the
2 Company shall respond to service interruptions promptly and in no event later than six (6) hours,
3 seven (7) days per week. Other service problems will be responded to within twenty-four (24) hours
4 during the normal work week.

5 D. Company shall establish procedures for receiving, acting upon, and resolving
6 subscriber complaints to the satisfaction of the City.

7 E. Company shall maintain a written records listing date and time of customer
8 complaints, identifying the customer and describing the nature of the complaints and when and what
9 action was taken by the Company in response thereto.

10 **SECTION 22: EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION.**

11 The Company is committed to stimulating and strengthening the participation of
12 minorities and women within the Company and is also committed to the principle that the success and
13 economic well being of the Company are related closely to the economic strength and vigor of the
14 communities and people it serves.

15 **SECTION 23. AGREEMENT TO REOPEN NEGOTIATIONS.**

16 The City and the Company agree that the services provided pursuant to this Franchise
17 Agreement are in an area of law undergoing significant review by state and federal authorities and that
18 there is a real possibility that some of the terms of this Franchise Agreement may be preempted by
19 state or federal law during the term of this Franchise Agreement. Therefore, the City and the Company
20 expressly agree that:

21 A. The preempted terms of this Franchise Agreement including the terms relating
22 to the compensation to be paid, shall be subject to renegotiation one (1) year from the effective date
23 of this Franchise Agreement, and again, two (2) years and three (3) years from the effective date of
24 this Franchise Agreement.

25 B. In addition to and separate and apart from the provisions of Subsection (A) of
26 this Section, in the event an earlier negotiation must occur in order to comply with newly enacted or
27 decided federal or state law, such negotiation shall begin within thirty (30) days after any request for
28 renegotiation is issued by either the City or the Company, or at such time as it becomes apparent that

1 a portion of this Franchise Agreement has been preempted by state or federal law.

2 C. The parties agree that upon the mutually acceptable conclusion of any such
3 renegotiations, the parties will enter into any reasonably necessary amendments to this Franchise
4 Agreement.

5 D. It is further expressly agreed that any renegotiation and subsequent amendment
6 shall not reduce the initial term of this Franchise Agreement. In no event shall such renegotiations
7 impose obligations on the Company that similar service providers would not also be subject to.
8 Further, if the City's right to impose a franchise agreement is totally preempted, this Franchise
9 Agreement is null and void.

10 **SECTION 24: INDEMNIFICATION.**

11 The Company, as a condition of the grant of this Franchise Agreement, and in
12 consideration thereof, shall protect, indemnify, and hold the City harmless against all claims for
13 damages to persons or property by reason of the construction, maintenance and operation of its
14 Facilities, and conduct of business, or any way arising out of performance under this Franchise
15 Agreement, directly, or indirectly, when or to the extent injury is caused, or alleged to have been
16 caused, wholly or in part, by any act, omission, negligence, or misconduct of the Company or any of
17 its contractors, subcontractors, officers, agents, or employees, or by any person for whose act,
18 omission, negligence, or misconduct, the Company is by law responsible.

19 This provision is not intended to create liability for the benefit of third parties but is
20 solely for the benefit of the Company and the City. In the event any claim is made against the City that
21 falls under this indemnity provision and a Court of competent jurisdiction should adjudge, by final
22 decree, that the City is liable therefor, the Company shall indemnify and hold the City harmless of and
23 from any such liability, including any court costs, expenses, and Reasonable Attorney Fees incurred
24 by the City in defense thereof and incurred at any stage. Upon commencement of any suit, proceeding
25 at law or in equity against the City relating to or covering any matter covered by this indemnity,
26 wherein the Company has agreed by accepting this Franchise Agreement, to indemnify and hold the
27 City harmless, or to pay said settlement, final judgment and costs, as the case may be, the City shall
28 give the Company immediate notice of such suit or proceeding; whereupon the Company shall provide

1 a defense to any such suit or suits, including any appellate proceedings brought in connection
2 therewith, and pay as aforesaid, any settlement, costs or judgments that may be rendered against the
3 City by reason of such damage suit.

4 Upon failure of the Company to comply with the "defense of suit" provisions of this
5 Franchise Agreement, after reasonable notice to it by the City, the City shall have the right to defend
6 the same and in addition to being reimbursed for any settlement or judgment that may be rendered
7 against the City, together with all costs incurred therein, the Company shall reimburse the City
8 Reasonable Attorney Fees, including those employed by the City in such case or cases, as well as all
9 expenses incurred by the City by reason of undertaking the defense of such suit or suits, whether such
10 suit or suits are successfully defended, settled, comprised, or fully adjudicated against the City. In the
11 event the City is compelled to undertake the defense of any such suit by reason of the Company's
12 failure to perform as here and above provided, the City shall have the full right and authority to make
13 or enter into any settlement or compromise of such adjudication as the governing body shall deem in
14 the best interest of the City, this without the prior approval or consent of the Company with respect
15 to the terms of such compromise or settlement.

16 **SECTION 25: INSURANCE.**

17 A. Company, concurrently with the filing of an acceptance of granting of this
18 Franchise Agreement, shall furnish to the City and file with the City Clerk, and at all times during the
19 existence of this Franchise Agreement, maintain in full force and effect, at its own cost and expense,
20 a general comprehensive liability insurance policy for the protection of the City, its officers, boards,
21 commissions, agents and employees, in a Company approved by the City Manager and a form
22 satisfactory to the City Attorney, protecting the City and all persons against liability for loss or
23 damage for personal injury, death and property damage occasioned by the operations of Company
24 under this Franchise Agreement, with minimum liability limits of ONE MILLION and NO/100ths
25 DOLLARS (\$1,000,000.00) for personal injury or death of any one person and THREE MILLION
26 and NO/100ths DOLLARS (\$3,000,000.00) for personal injury or death of two or more persons in any
27 one occurrence and FIVE HUNDRED THOUSAND and NO/100ths DOLLARS (\$500,000.00) for
28 damage to property resulting from any one occurrence.

1 B. The policies mentioned in the foregoing Subsection (A) shall name the City,
2 its officers, boards, commissions, agents and employees as additional insured and shall contain a
3 provision that a written notice of cancellation of, or reduction in coverage under each said policy shall
4 be delivered to the City at least thirty (30) days in advance of the effective date thereof; if any such
5 insurance is provided by a policy which also covers the Company or any other entity or person other
6 than those above named, then such policy shall contain the standard cross-liability endorsement.

7 C. With respect to the Company's obligation to comply with requirements for
8 Commercial General (public) Liability Insurance coverage, the City may allow the Company to self-
9 insure upon annual production of evidence that is satisfactory to the City's Risk Manager. With
10 respect to the Company's obligation to comply with the requirements for automobile liability
11 insurance and for workers' compensation insurance, a Company may also self-insure.

12 **SECTION 26: REMEDIES AND PENALTIES NOT EXCLUSIVE: DEFAULT.**

13 A. All remedies and penalties under this Franchise Agreement are cumulative and
14 not exclusive, and the recovery or enforcement by one available remedy or imposition of any penalty
15 is not a bar to recovery or enforcement by any other such remedy or imposition of any other penalty.
16 The City reserves the right to enforce the penal provisions of any ordinance or resolution and to avail
17 itself of any and all remedies available at law or in equity. Failure to enforce shall not be construed
18 as a waiver of a breach of any term, condition or obligation imposed upon the Company by or
19 pursuant to this Franchise Agreement. A specific waiver of a particular breach of any term, condition
20 or obligation imposed upon the Company by or pursuant to this Franchise Agreement shall not be a
21 waiver of any other or subsequent or future breach of the same or of any other term, condition or
22 obligation, or a waiver of the term, condition or obligation itself.

23 B. The Company agrees that an Event of Default shall include, but shall not be
24 limited to, any of the following acts or failure to act by the Company:

- 25 1. Failure to obtain any applicable permits from the City pursuant to this
26 Franchise Agreement;
- 27 2. Failure to comply with the terms of Section 19 which limits the
28 assignment of this Franchise Agreement, or transfer of control of this Franchise Agreement;

1 3. Failure to supply the necessary performance bonding as specified in
2 Section 13;

3 4. Final, unappealable adjudication against the Company for violation of
4 any local, state or federal law that prohibits discrimination in employment, or prohibits the creation
5 of hostile working environments for an employee of the Company;

6 5. Failure to make any of the payments set forth in Section 6 or Section
7 12 of this Franchise Agreement;

8 6. Failure to pay any permit fees, or failure to comply with any rules,
9 regulations, orders or directives of the City as set forth in this Franchise Agreement;

10 7. Substantial or repeated failure to comply with Section 6 concerning
11 Installations, Excavations and Restorations and, if applicable, Section 21 concerning Customer
12 Service; or

13 8. Refusal to renegotiate the terms and conditions of this Franchise
14 Agreement in accordance with Section 23.

15 C. Upon the occurrence of an Event of Default, then, in accordance with the
16 procedures provided for in this Franchise Agreement, the City may:

17 1. Require the Company to take such actions as are reasonably required
18 to remedy such Event of Default;

19 2. Seek money damages from the Company as compensation for such
20 Event of Default;

21 3. Accelerate the expiration of the term of this Franchise Agreement by
22 decreasing the term of the Franchise Agreement provided in Section 4; the extent of such acceleration
23 shall be determined by the City and may include any period of time, but not less than six (6) months
24 provided that six (6) months remain under this Franchise Agreement; or

25 4. As a last measure only, revoke the Franchise granted herein by
26 termination of this Franchise Agreement.

27 D. The City shall exercise the rights set forth in this Section in accordance with
28 the following procedures:

1 1. The Director shall notify the Company, in writing, of an alleged Event
2 of Default. This written notice shall set forth with reasonable specificity the facts the City believes are
3 the basis for declaring that an Event of Default has occurred. The Company shall, within sixty (60)
4 days of the date the notice is received by the Company, or such additional time as the Director may
5 specify in the notice, cure the alleged Event of Default, or, in writing, present for review by the
6 Director a reasonable time frame and method to cure the Event of Default. The Company, in lieu of
7 the cure of the Event of Default as set forth herein, may, in writing, present facts and arguments as to
8 why the Company disagrees that an Event of Default has occurred.

9 2. If the Company presents a written response that challenges whether an
10 Event of Default has occurred, the Director shall within fourteen (14) days review the submitted
11 materials and determine again whether an Event of Default has occurred. If the Director reaffirms than
12 an Event of Default has occurred, the Company shall be notified in writing of this decision and shall,
13 within thirty (30) calendar days, cure the alleged Event of Default.

14 3. If the Company fails to cure the Event of Default so declared pursuant
15 to this Section within the time permitted by the Director, the Director shall prepare a written report
16 to the Council and recommend action to be taken. If the City Attorney, after consideration of this
17 report and hearing, agrees than an Event of Default has occurred, he/she may order an appropriate
18 remedy as set forth in this Section.

19 E. In addition to the rights under this Section, the City, upon any termination, may
20 direct the Company to remove, at the Company's sole cost and expense, any or all of the Facilities
21 from all Rights-of-way and other Public Places within the City, subject to the following:

22 1. If the City determines that removal of buried fiber optic cable, or
23 conduit is not necessary, the Company shall abandon its Facilities in place and transfer ownership of
24 the installed Facilities to the City.

25 2. In removing any part of the Facilities, the Company shall refill and
26 compact, at its own expense, any excavation that shall be made by it and shall leave all Rights-of-way
27 and other Public Places in as good a condition as that prevailing prior to the Company's removal of
28 the Facilities;

1 3. The City shall have the right to inspect and approve the conditions of
2 the streets and Public Places after removal has occurred;

3 4. The removal shall commence within thirty (30) days of an order to
4 remove being issued by the Director at the direction of the Council;

5 5. The Company shall be responsible for all necessary removals of the
6 Facilities, and maintenance of the street area in the same manner and degree as if the Facilities were
7 in active use, and the Company shall retain all liability associated with such removals.

8 6. Nothing herein shall cause the City to incur any costs related to the
9 removal of the Company's Facilities or the transfer of ownership of said Facilities to the City.

10 **SECTION 27: SEVERABILITY CLAUSE.**

11 If any section, subsection, sentence, clause, phrase, term, provision, condition,
12 covenant or portion of this Franchise Agreement is for any reason, held invalid, unenforceable or
13 unconstitutional by a court of competent jurisdiction, such portion shall be deemed a separate, distinct
14 and independent provision, and such holding shall not affect the validity or enforceability of the
15 remaining portions of this Franchise Agreement. The Council hereby declares that it would have
16 approved this Franchise Agreement and each portion thereof irrespective of any provision being
17 declared unconstitutional or otherwise invalid.

18 **SECTION 28: NOTICES.**

19 Any notice of other communication required or permitted to be given under this
20 Franchise Agreement (herein the "Notices") shall be in writing and shall be (1) personally delivered,
21 or (2) delivered by certified mail, return receipt requested, and deposited in the U.S. Mail, postage
22 prepaid. The Notices shall be deemed received upon actual receipt. The Notices shall be directed to
23 the parties at their respective addresses shown below, or such other address as either party may, from
24 time to time, specify in writing to the other party in the manner described above to the following:

25 ...

26 ...

27 ...

28 ...

1 CITY: Office of Business Development
2 Real Estate & Asset Management Division
3 Attention: Manager
314 Las Vegas Boulevard North
Las Vegas, NV 89101

4 with a copy to: City Attorney's Office
5 City of Las Vegas
400 E. Stewart Avenue, 9th Floor
6 Las Vegas, NV 89101

7 COMPANY: NEXTLINK Nevada
8 Attention: General Manager
2240 Corporate Circle
Henderson, NV 89014

9 with copy to : NEXTLINK Management Services
10 Attention: Legal
11 111 East Broadway Suite 1250
Salt Lake City, UT 84111

12 **SECTION 29: PUBLIC PURPOSE.**

13 All of the regulations provided in this Franchise Agreement are hereby declared to be
14 for a public purpose and the health, safety, and welfare of the general public. Any member of the
15 governing body or City official or employee charged with the enforcement of this Franchise
16 Agreement, acting for the City in the discharge of his duties, shall not thereby render himself
17 personally liable; and he is hereby relieved from all personal liability for any damage that might
18 accrue to persons or property as a result of any act required or permitted in the discharge of his said
19 duties. Neither the City nor the Company by accepting this Franchise Agreement waives its right to
20 seek all appropriate legal and equitable remedies as allowed by law upon violation of the terms of this
21 Franchise Agreement, including seeking injunctive relief in a court of competent jurisdiction. Such
22 right to injunctive relief is expressly reserved and all terms and provisions hereof shall be enforceable
23 through injunctive relief. Neither party shall be liable for any consequential or punitive damages,
24 including lost profits.

25 **SECTION 30: APPLICABLE LAW.**

26 This Franchise Agreement is governed by and construed and enforced in accordance
27 with the laws of the State of Nevada, and the Federal Communications Act of 1934 as amended by
28 the Telecommunications Act of 1996.

1 **SECTION 31: STATE PUBLIC UTILITIES COMMISSION AND CHARTER**
2 **REQUIREMENT.**

3 This Franchise Agreement is subject to and contingent upon the Company complying
4 with all applicable rules and regulations of the Public Utilities Commission of Nevada and the City
5 adopting a Resolution, conducting a public hearing and enacting an Ordinance granting a Franchise
6 Agreement to Company in accordance with Section 7.050 of the City Charter.

7 IN WITNESS WHEREOF, the parties hereto have caused this instrument to be
8 executed by their duly authorized representatives the day and year first herein above written:

9 CITY OF LAS VEGAS

10 By _____
11 JAN LAVERTY JONES, Mayor

12 "CITY"

13 ATTEST:

14 BARBARA JO RONEMUS, City Clerk

15 APPROVED AS TO FORM:

16 Jerry G. Bellis 5-6-99
17 _____
Date

18 Telecommunications of Nevada, LLC, dba
19 NEXTLINK Nevada

20 By _____
21 RICHARD K. SCHEER
22 Regulatory and External Affairs Manager

23 "NEXTLINK"
24
25
26
27
28

CITY COUNCIL

MEETING OF

MAY 10, 1999

*City of Las Vegas***AGENDA & MINUTES**

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COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

ITEM

ACTION

CITY ATTORNEY - DISCUSSION

70

Discussion and possible action to rescind an existing "Assessment District Agreement" between the City of Las Vegas and the property located at 1700 Kenyon Place

McDONALD - RESCINDED the agreement as recommended - UNANIMOUS

CITY ATTORNEY JERBIC stated the matter is in order.

There was no discussion.

(11:32 - 11:33)

1-2834

CITY COUNCIL
MEETING OF
May 10, 1999

AGENDA DOCUMENTATION

TO:

City Council

FROM:

Bradford R. Jerbic
City Attorney

SUBJECT:

Rescinds an existing "Assessment District Agreement " between the City of Las Vegas and the property located at 1700 Kenyon Place.

PURPOSE/BACKGROUND

Clark County is in the process of acquiring the properties adjacent to Kenyon Place. Once all parcels are acquired, and with City's approval, Clark County plans to vacate Kenyon Place and incorporate the properties into a parking lot for the expansion of the Pinto Lane Campus. The property at 1700 Kenyon Place is in escrow with the County, however the "Assessment District Agreement" which was recorded by the City of Las Vegas in 1978 has been noted as an exemption to the title and cannot be insured over, therefore, the County is requesting that the City release the Agreement on the subject property.

FISCAL IMPACT

None.

RECOMMENDATIONS

It is recommended that the City Council approve the release of this Agreement.

Agenda Item

RESCINDS ASSESSMENT DISTRICT AGREEMENT

WHEREAS, the COUNTY OF CLARK (hereinafter the "COUNTY") a political subdivision of the State of Nevada, is in the process of acquiring properties adjacent to Kenyon Place for the purpose of incorporating them into a parking lot for the expansion of the COUNTY'S Pinto Lane Campus; and

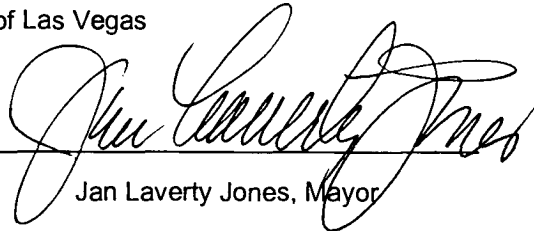
WHEREAS, the CITY OF LAS VEGAS (hereinafter the "CITY") a municipal corporation of the State of Nevada, recorded an Assessment District Agreement (hereinafter the "AGREEMENT") on the 19th day of April, 1978, as Instrument 834200, in Book 875 of Official Records in the Office of the County Recorder of Clark County, Nevada, against that certain parcel of real property adjacent to Kenyon Place, situate within the CITY and COUNTY, and identified by Clark County Assessors Parcel Number 139-33-304-005 (hereinafter the "PARCEL"). The PARCEL is currently in escrow with the COUNTY and the AGREEMENT is considered an exemption to the title of the PARCEL and the PARCEL cannot be insured by the COUNTY. The COUNTY has requested that the CITY rescind the AGREEMENT in order to clear the exemption from the title of said PARCEL.

THEREFORE, in light of the above, the CITY, hereby rescinds the AGREEMENT.

DATED this the 17th day of May, 1999.

City of Las Vegas

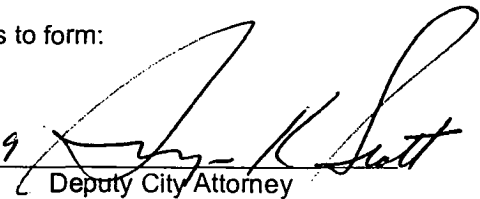
By:


Jan Laverty Jones, Mayor

Attest:


BARBARA JO RONEMUS, City Clerk

Approved as to form:

4/27/99
Date  Deputy City Attorney

When Recorded Return to:

City of Las Vegas
Special Improvement District
400 E. Stewart Avenue
Las Vegas, NV 89101

03/08/99 13:30 FAX 7024505779

FIRST AMERICAN TITLE

002

BOOK 875

ASSESSMENT DISTRICT AGREEMENT

834200

THIS AGREEMENT made at Las Vegas, Nevada, this 31st day of March 1978, by and between the CITY OF LAS VEGAS, Clark County, Nevada, hereinafter designated as "CITY" and Darrel D. Bommer hereinafter designated as "OWNER".

WITNESSETH:

WHEREAS, Owner contemplates the development of certain real property within the corporate limits of the City, described as follows, to wit:

Pt. of N 1/2, SW 1/4, Sec. 33, T20S, R6E, Clark County, Nevada

a/k/a 1700 Kenyon Place

and

WHEREAS, there are certain improvements and off sites that must be made in order to fully utilize the facilities of the aforesaid, development; and

WHEREAS, it is not economically feasible at this time to install certain improvements and off sites;

And

WHEREAS, in order to defray the cost and construction of the aforesaid improvements, the City will establish an Assessment District that shall have the power to assess the aforesaid real property for the construction and operation of the hereinafter more fully described improvements; and

WHEREAS, Owner is desirous of entering into a future Assessment District which may be organized for the purpose of installing and operating certain off site improvements;

NOW, THEREFORE, it is mutually agreed by and between the parties hereto as follows:

1. That the City may install the following off site improvements for the benefit of the aforesaid real property: sidewalk, curb & gutter, street paving, street lighting on Kenyon and other xxxxxxxxxx

2. That as and for consideration of the City issuing a building permit prior to installation of said off sites, the Owner does hereby covenant and agree to enter into any future Assessment District which may be organized for the purpose of installing the off site improvements as hereinafore more fully described.

3. That Owner does hereby understand and agree that these covenants will be binding upon his assigns, successors, heirs, grantees and any and all other owners of the real property in question who shall obtain the aforesaid real property from the present owner.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals as of the day first hereinabove written.

WITNESSETH:

Edwina Cole
Edwina Cole - City Clerk

State of Nevada ss.

County of Clark

On March 31 1978
before me the undersigned, a Notary Public in and for said County and State, personally appeared

Darrel D. Bommer

known to me to be the person described in and who executed the foregoing instrument, who acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.

WITNESS my hand and official seal.

David M. Woods

CITY OF LAS VEGAS
A Municipal Corporation

William H. Briare
William H. Briare - Mayor

Darrel D. Bommer
Owner DARREL D. BOMMER

When Recorded Mail to:
CITY HALL, 400 E. Stewart
Las Vegas, Nevada 89101
Attn: Permit Desk, 3rd Floor
Space Below for Recorder's Use Only.

Notary Public - State of Nevada
NANCY M. WOODS
County of Clark
My Commission Expires May 19, 1991

834200
OFFICIAL RECORD BOOK NO. 875
RECORDED AT REQUEST OF
CITY OF LAS VEGAS

APR 19 9 20 AM '78

CLARK COUNTY NEVADA
JOAN L. SWIFT RECORDER

required for assessment. See the
led legal information.

MAP

NO. PARCEL LOT LINE
MATCH LINE
001 ROAD ID NUMBER

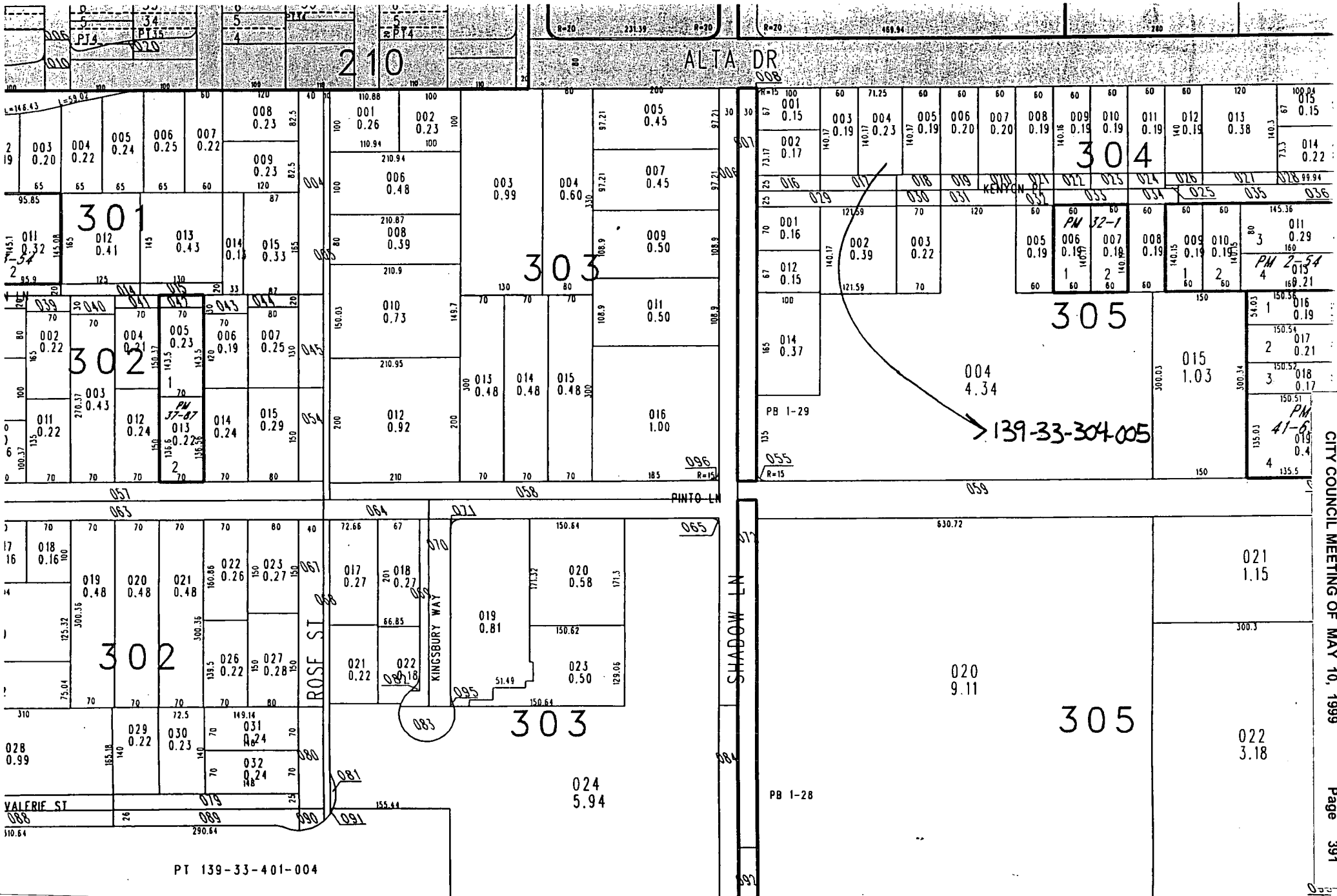
5 BLOCK NO.
5 LOT NUMBER
GL5 GOV. LOT NUMBER

1215	163	162	161

30	29	28	27	26	25
31	32	33	34	35	36

Scale:1"=200'

Rev:01/04/99



PT 139-33-401-004

CROWN

PARTNERSHIP

Larry Singer
PRESIDENT

April 14, 1999

Mr. Mike Thompson
City of Las Vegas
City Hall Tower
400 E. Stewart St.
Las Vegas, NV 89101

Re: Parcel Number 139-33-304-005

Dear Mike,

Pursuant to our conversation, on behalf of Clark County I am requesting the release of the assessment district agreement instrument number 834200 book number 875 which pertains to the above captioned property. This agreement was signed on March 31, 1978 and has not been acted upon.

Background

On July 7, 1998 Clark County entered into an Agreement with The Crown Partnership, Inc. for Real Estate Services to acquire property located at Shadow Lane and Kenyon Place to become part of the Pinto Lane Campus of University Medical Center. Since that time, Clark County has successfully completed the acquisition of Parcel Numbers 139-33-304-006, 007 and 008 which lie directly to the east of the subject property. Additionally, Clark County is in Condemnation on Parcel Numbers 129-33-304-003 and 004 which lie directly to the west of the subject property and are in escrow on Parcel Number 129-33-304-002. Clark County is prepared to close immediately on the subject property however the existence of the aforementioned assessment district agreement as an exemption to the title is holding up the closing.

Once all parcels are acquired, and with the City's approval, it is Clark County's plan to vacate this portion of Kenyon Place and the subject property will be incorporated into a parking lot for the expansion of the Pinto Lane Campus. Further, there are no assessment district agreements effecting the other properties on this portion of Kenyon Place, therefore the sidewalk and curb improvements called for would be for a linear stretch of fifty or sixty feet in length connecting with no other property. Thus it is my opinion that releasing this agreement is a valid request since it will serve no purpose in the future and creates an exception on the title which cannot be insured over and which Clark County cannot except.

THE CROWN PARTNERSHIP, INC. • 4045 S SPENCER ST. STE 320 • LAS VEGAS, NV 89119-5248 • (702) 369-2449 FAX (702) 796-4143

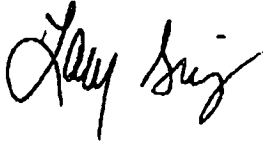
Although all information furnished concerning this property for sale, rental or financing is from sources deemed reliable, such information has not been verified, and no express representation is made nor is any to be implied as to the accuracy of the information submitted subject to errors, omissions, changes of price, rental or other conditions, price sale, lease or financing or withdrawal without notice.

Supporting Documents

I have enclosed for your file a copy of my Real Estate Services Contract and the parcel maps of the subject properties.

If you have any further questions or would like to meet with me, or representatives from Clark County, to further discuss this matter I am available at your convenience. This is an important acquisition for Clark County and the community and I appreciate the efforts you have made to date. I hope that this will further clarify this matter and that we can look forward to a speedy resolution.

Cordially,



Cc: Sharon Hayes
Darleen DuVall

07/16/98 09:40 FAX 702 388 4914

CC PURCHASING

CLERK'S ORIGINAL
CBE CLAS-48 BCC 7-1-98
Item # 23**AGREEMENT FOR REAL ESTATE SERVICES
FOR THE PINTO LANE CAMPUS-PHASE I**

This Agreement is made and entered into this 7th day of July, 1998, by and between CLARK COUNTY, NEVADA (hereinafter referred to as "OWNER"), and THE CROWN PARTNERSHIP, INC. (hereinafter referred to as "CONSULTANT") for REAL ESTATE SERVICES FOR THE PINTO LANE CAMPUS-PHASE I (hereinafter referred to as "PROJECT"), witnesseth that the parties hereby agree as follows:

1. The CONSULTANT has the required licenses and/or authorizations pursuant to all Federal, State of Nevada and Local Laws in order to conduct business relative to this Agreement.
2. Services specified by this Agreement shall not be subcontracted by the CONSULTANT, without prior written approval of OWNER.
3. The CONSULTANT shall provide acquisition services for real property located at Shadow Lane at Kenya Place and Alta Drive, Assessor Parcel Numbers 139-33-304-001, 139-33-304-002, 139-304-003, 139-33-304-004, 139-33-304-005, 139-33-304-006, 134-33-304-007 and 139-33-304-008, located in Clark County, Nevada.
4. Services to be performed by the CONSULTANT for the PROJECT shall consist of the work described in the Scope of Work as set forth in Exhibit A of this Agreement, attached hereto. All services to be provided by the CONSULTANT shall be completed within 180 days of the acceptance of this contract by the OWNER.
5. The OWNER may at any time by written order, make changes within the general scope of the Agreement and in the services or work to be performed. If such changes cause an increase or decrease in the CONSULTANT's cost or time required for performance of any services under this Agreement, an equitable adjustment limited to an amount within current unencumbered budgeted appropriations for the PROJECT shall be made and this Agreement shall be modified in writing accordingly.
6. One (1) copy of all required reports, maps, drawings or other materials shall be delivered to the OWNER's designated representative upon completion of the Scope of Work under this Agreement.
7. In consideration of the performance of the undertakings under this Agreement, the CONSULTANT will be paid by the OWNER the fixed fee of Thirty-Six Thousand Dollars (\$36,000), which will constitute full payment to the CONSULTANT including the costs of all supplies, materials and equipment and all other expenses of any kind or nature incurred by the CONSULTANT in performing hereunder. The OWNER's obligation to pay CONSULTANT cannot exceed the fixed fee amount. Full payment will be made within thirty (30) calendar days after the fulfillment of this Agreement, however, the OWNER agrees to make periodic payments to the OWNER commencing in the second month of the Agreement, upon the completion of the services for each property as referenced in attached Exhibit B, MILESTONES. OWNER is responsible for all costs associated with the investigation and acquisition of the property described in Paragraph 3, above, including, but not limited to, any costs of survey, engineering, environmental reports, appraisals, purchase price, and legal fees.
8. The OWNER and the CONSULTANT may at any time, by written order, make any changes to this Agreement which may affect the contents, scope or number of copies of the report to be delivered hereunder, or the time of delivery. If such changes justify an increase in the amount provided to be paid under Paragraph 7 of the Agreement or in the time required for performance, an equitable adjustment will be made, limited to an amount within current unencumbered budgeted appropriations for the PROJECT, and the contract will be modified in writing.

P:\PJL_STAFF\SLHP\INTOAGR.WPD

07/10/98 09:40 FAX 702 388 6914

CC PURCHASING

0003/008

accordingly.

9. At the time of receipt and acceptance thereof, all reports, maps, drawings, or other materials to be furnished by the CONSULTANT will become and remain the sole property of the OWNER.
10. Nevada law shall govern the interpretation of this Agreement.
11. Any attempt by the CONSULTANT to assign or otherwise transfer any interest in this Agreement without the prior written consent of the OWNER shall be void.
12. It is understood that in the performance of the services herein provided for, CONSULTANT shall be, and is, an independent contractor, and is not an agent or employee of OWNER and shall furnish such services in its own manner and method except as required by this Agreement. Further, CONSULTANT has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by CONSULTANT in the performance of the services hereunder. CONSULTANT shall be solely responsible for, and shall indemnify, defend and save OWNER harmless from all matters relating to the payment of its employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, excisions, and regulations of any nature whatsoever.
13. 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 U.S. mail, return receipt requested or facsimile, at the following addresses:

TO OWNER:

Clark County Government Center
Attn: Director of General Services
800 South Grand Central Parkway
Fourth Floor - General Services
Las Vegas, Nevada 89155

TO CONSULTANT:

The Crown Partnership, Inc.
Attn: President
4045 South Spencer Street, Suite 320
Las Vegas, Nevada 89119-5250

PPU STAFF/MLPINTOAGRLWPD

07/16/06 09:41 FAX 702 386 4914

CC PURCHASING

0004/006

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

OWNER:

CLARK COUNTY, NEVADA

By:


EARL HAWKES
Director of General Services

CONSULTANT:

THE CROWN PARTNERSHIP, INC.

By:


LARRY SINGER
President

APPROVED AS TO FORM:

STEWART L. BELL,
District Attorney

By:


HOLLY GORDON
Deputy District Attorney

07/18/98 09:41 FAX 702 380 4814

CC PURCHASING

10005/000

**EXHIBIT A
SCOPE OF WORK**

The CONSULTANT shall furnish the professional real estate services to the OWNER in accordance with the terms of this Agreement. The CONSULTANT shall make available the necessary personnel, facilities and materials to perform the required services through its own employees or through the employees of subcontractors, and to provide the OWNER with accurate information, cogent reports and clear cut options. The OWNER certifies that it is not currently representing, and that it will not represent during the term of the Agreement, any interested parties, other than the OWNER, in this transaction.

Services the CONSULTANT shall furnish to the OWNER shall include, but not be limited to, the following:

- A. Site and Building Acquisitions - Perform necessary action to acquire the real property referred to in Paragraph 3 of the Agreement, including and not limited to:
1. Coordinate OWNER contact
 2. Advise and recommend acquisition strategies
 3. Review and prepare offer to acquire the properties
 4. Submit purchase offer(s) and conduct negotiations
 5. Coordinate due diligence on sites
 6. Address title and survey issues
 7. Coordinate escrow closings

07/16/98 09:41 FAX 702 386 4814

CC PURCHASING

0000/000

**EXHIBIT B
MILESTONES**

ACQUISITION SERVICES		AMOUNT
Eight (8) Properties @ \$3,500 per Property		\$28,000
COORDINATION OF DUE DILIGENCE		
Eight (8) Properties @ \$1,000 per Property		\$8,000
Total		\$36,000

P:\PLA_STAFF\SLHV\INTOAG\RWPD

His Attorney's Office.
 records, including surveys and deeds,
 required for assessment. See the
 of legal information.

MAP LEGEND

ROAD BOUNDARY
 ROAD CASH/UNIT
 ROAD BOUNDARY
 NON-ADJACENT LOT LINE
 MATCH LINE
 ROAD IS NUMBER

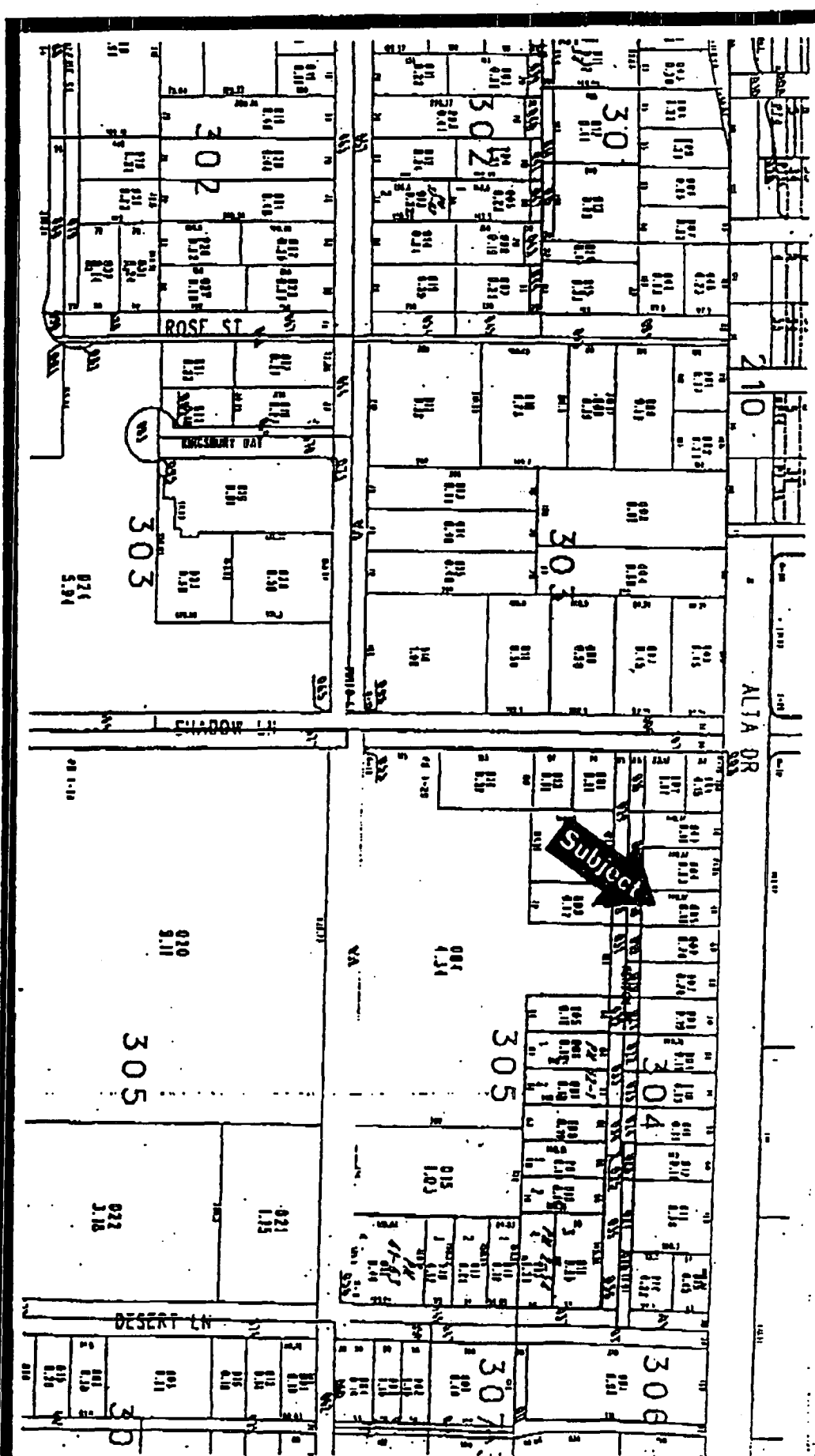
202 PARCEL SUB/STG NUMBER
 117-00 PLAT RECORDING NUMBER
 5 BLOCK NUMBER
 3 LOT NUMBER
 013 COT. LOT NUMBER

117-00	118	119	120
M1	M2	M3	M4

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100

Scale: 1"=200' Rec'd: 03/97



Plat Map



EXHIBIT B

CITY COUNCIL

MEETING OF

MAY 10, 1999

*City of Las Vegas***AGENDA & MINUTES**

Page 37

COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

ITEM**ACTION****CITY ATTORNEY - DISCUSSION**

Appeal of Work Card Denial:

71

Mr. Russell Mindas
3451 Nightflower Lane #B
Las Vegas, Nevada 89121

McDONALD - Motion to uphold the action of the Las Vegas Metropolitan Police Department and DENY the work card - carried with JONES voting NO

NOTE: A previous motion by MAYOR JONES to hold the item in abeyance to 5/24/99 failed as a result of McDONALD, BROWN and REESE voting NO.

SERGEANT VINCENT CANNITO, Las Vegas Metropolitan Police Department, stated that MR. MINDAS initially was denied a work card to work as a technician at Alarm Plus Security because of his felony conviction for dealing cocaine in 1996. Subsequent to that denial, he reapplied for a work card to work as a janitor for the same company. After speaking with a principal from the company, it was discovered that MR. MINDAS had falsified his second application and had been hired as a technician.

MR. MINDAS explained that he made a mistake several years ago and is still under probation. He served time, but he is now focusing on helping other people. He would like to practice his profession. If he is denied the right to work, how is he going to support himself or pay to train for another profession?

COUNCILMAN McDONALD asked why he falsified the application. MR. MINDAS answered that the application was filled out by his employer. COUNCILMAN McDONALD stressed that the application has his signature.

MAYOR JONES asked what the difference is between the two positions. SERGEANT CANNITO explained that MR. MINDAS indicated on his application that he would be doing maintenance for the building which includes janitorial services, but he was in fact hired as a technician to install alarm systems.

MAYOR JONES asked MR. MINDAS if his employer is aware of his background. MR. MINDAS responded in the affirmative, stating that a representative of the company was going to attend the meeting in support of him until they were informed that, regardless of the decision of the City Council, Metro would not issue him a work card.

CITY COUNCIL

MEETING OF

MAY 10, 1999

*City of Las Vegas***AGENDA & MINUTES**

Page 38

COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

ITEM**ACTION****CITY ATTORNEY - DISCUSSION**

Appeal of Work Card Denial:

Mr. Russell Mindas
3451 Nightflower Lane #B
Las Vegas, Nevada 89121 (Continued)

MAYOR JONES stated that working for a security agency as a security guard is completely different from working for an alarm company as a technician installing wires. SERGEANT CANNITO pointed out that he would be working for a licensed agency and entering people's homes. COUNCILMAN McDONALD reminded MAYOR JONES that MR. MINDAS falsified his application. He further explained that there are certain laws in Nevada that must be followed and if the Council does not like those laws, then they need to be changed at the State level. MAYOR JONES indicated that work cards for guards for security agencies is a State issue and the City has argued it. She does not like to continually be put in the position of denying people the right to work.

MAYOR JONES stated she would like to hear from the employer. SERGEANT CANNITO indicated he spoke with TONY DEVETTO of Alarms Plus who did not indicate that he was aware of the exact charge. He also indicated that MR. MINDAS was never told he would be working as a maintenance worker. MR. MINDAS advised that SERGEANT CANNITO spoke to the wrong person. He should have spoken to the Operations Manager, who is fully aware of the situation.

MAYOR JONES made a motion to hold the item for two weeks, stating that she would like a legal opinion as to whether NRS 648 applies in this case because, in her opinion, there is a difference between an alarm company and a security agency. She indicated she would also like to speak to the Operations Manager. COUNCILMAN McDONALD indicated that he could not support the motion because a clear definition is needed. COUNCILMAN BROWN indicated that he also could not support the motion because clarification is needed.

There was no further discussion.

(10:32 - 10:42)

1-471

RECEIVED
CITY CLERK

1999 APR 27 A 11: 23

April 27, 1999

Ms. Barbara Jo Ronemus
City Clerk
400 East Stewart Avenue
Las Vegas, Nevada 89101

Dear Ms. Ronemus:

This letter constitutes my formal appeal of denial of a work card by the Las Vegas Metropolitan Police Department. I wish to appeal this denial before the City Council.

Sincerely,

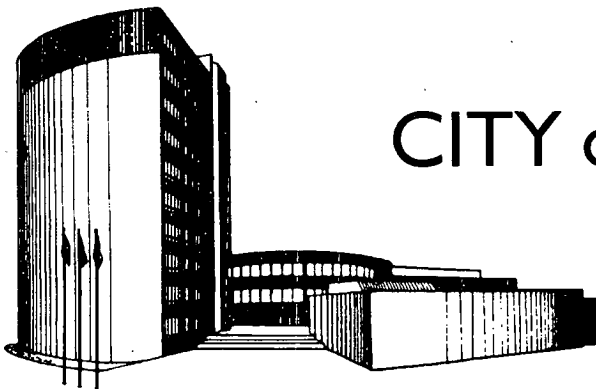


Russell Mindas
3451 Nightflower Lane #B
Las Vegas, NV 89121

MAYOR
JAN LAVERTY JONES

COUNCILMEN
ARNIE ADAMSEN
MICHAEL J. McDONALD
GARY REESE
LARRY BROWN

CITY MANAGER
VIRGINIA VALENTINE



CITY of LAS VEGAS

April 27, 1999

Russell Mindas
3451 Nightflower Lane #B
Las Vegas, NV 89121

Re: **WORK CARD APPEAL**

Dear Mr. Mindas:

I am in receipt of your formal appeal to the City Council regarding the denial of a work card. This matter will be heard by the City Council at their regularly scheduled meeting of May 10, 1999.

Your appeal is scheduled to be heard during the morning session of the meeting which commences at 10:00 a.m. We would advise that you be in attendance to present your appeal and answer any questions which may arise.

Occasionally, the City Council has been persuaded to grant a work card to an applicant through the intercession of the applicant's prospective employer. Therefore, if you think that your prospective employer would acknowledge, either in writing or personally before the City Council at your hearing, that he is aware of the reasons your work card was originally denied and wishes to hire you anyway, I urge you to request him to do so.

If a letter is submitted to the Council, it must be from the licensee or principal who must be approved for suitability under Las Vegas Municipal Code Chapter 6.06 (the owner of the business, other principal or key employee) for the establishment in which you are seeking employment. Also, you should bring to the hearing all other materials which may assist you in your appeal.

Sincerely,

BEVERLY K. BRIDGES
CHIEF DEPUTY CITY CLERK

cc: City Attorney-Civil
Las Vegas Metropolitan Police Department - SIB



CITY COUNCIL

MEETING OF

MAY 10, 1999

*City of Las Vegas***AGENDA & MINUTES**

Page 39

COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

ITEM**ACTION****CITY ATTORNEY - DISCUSSION**

Appeal of Work Card Denial:

72

Ms. Yolanda Rainey
1209 N. Tonopah Drive
Las Vegas, Nevada 89106

McDONALD - APPROVED subject to a six-month review - UNANIMOUS

11/8/99 Agenda

The appellant was present, accompanied by her parents.

SERGEANT VINCENT CANNITO, Las Vegas Metropolitan Police Department, reported that MS. RAINEY was denied a work card based on an arrest for battery/domestic violence that took place in 1998. After a verbal argument with her mother, MS. RAINEY grabbed her and hit her with an open palm. She also included misleading information on her work card referral. MS. RAINEY told her employer that the charges had been dismissed within 90 days. Prior to the City Council meeting, it was confirmed that MS. RAINEY received a 30-day suspended sentence, a \$280 fine, and counseling. Her final court date was scheduled for 5/10/99 in Department 4.

Metro's main concern is the welfare of the children. In the past, the City Council has granted a work card in cases where the appellant submits a letter from the employer indicating awareness of the background of the applicant. However, because of the violence of the offense and given that the incident occurred so recently, he recommended denial.

MS. RAINEY's father said that to his understanding his daughter, MS. RAINEY, had an argument with her mother, MS. RAINEY left the house, and her mother called 911 after the argument and gave Metro a false report that they had fought. He explained that his daughter has never been a violent person and she did what was required of her by the court. He did not feel that his daughter should be denied a work card. COUNCILMAN McDONALD explained that the police are required to make an arrest in cases involving domestic violence.

MS. RAINEY submitted court paperwork indicating that she went to court that morning as well as a letter from her mother. She indicated that she did not know that her mother had filed a report until about a month ago. SERGEANT CANNITO countered that if the incident never occurred, then there should have been no need for a 30-day suspended sentence, a \$280 fine, and counseling.

CITY COUNCIL

MEETING OF

MAY 10, 1999

*City of Las Vegas***AGENDA & MINUTES**

Page 40

COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

ITEM**ACTION****CITY ATTORNEY - DISCUSSION**

Appeal of Work Card Denial:

Ms. Yolanda Rainey
1209 N. Tonopah Drive
Las Vegas, Nevada 89106 (Continued)

MS. RAINEY stated that she was born and raised in Las Vegas and is a productive and active member of the community. She has run her own day care center for approximately seven years and has never had a problem. She was truly caught in a position where she did not understand what she was agreeing to because the attorney she hired could not be present to represent her on the day she went to court. She also believes that her mother did not know what she was doing when she called 911. She would like to continue with her career in child development.

YOLANDA RENISS, MS. RAINEY's mother, explained that she reacted in a manner that she thought would help her daughter. She has since learned her lesson that it is important to think before acting. She felt that her daughter has also learned a lesson and did not feel that she should be denied a work card.

COUNCILMAN McDONALD confirmed with SERGEANT CANNITO that he would have no problem with granting the work card with a six-month review.

There was no further discussion.

(10:42 - 10:52)

1-775

MAYOR
JAN LAVERTY JONES

COUNCILMEN
ARNIE ADAMSEN
MICHAEL J. McDONALD
GARY REESE
LARRY BROWN

CITY MANAGER
VIRGINIA VALENTINE



CITY of LAS VEGAS

April 28, 1999

Lizzie R. Hatcher, Esq.
State Bar #000247
302 East Carson #930
Las Vegas, NV 89101

Re: Yolanda Rainey

Re: WORK CARD APPEAL

Dear Atty. Hatcher:

I am in receipt of your formal appeal to the City Council regarding the denial of a work card for Yolanda Rainey. This matter will be heard by the City Council at their regularly scheduled meeting of May 10, 1999.

This appeal is scheduled to be heard during the morning session of the meeting which commences at 10:00 a.m. We would advise that both you and she be in attendance to present her appeal and answer any questions which may arise.

Occasionally, the City Council has been persuaded to grant a work card to an applicant through the intercession of the applicant's prospective employer. Therefore, if she thinks that her prospective employer would acknowledge, either in writing or personally before the City Council at her hearing, that he is aware of the reasons her work card was originally denied and wishes to hire her anyway, I urge her to request him to do so.

If a letter is submitted to the Council, it must be from the licensee or principal who must be approved for suitability under Las Vegas Municipal Code Chapter 6.06 (the owner of the business, other principal or key employee) for the establishment in which she is seeking employment. Also, you and she should bring to the hearing all other materials which may assist her in her appeal.

Sincerely,

BEVERLY K. BRIDGES
CHIEF DEPUTY CITY CLERK

cc: City Attorney-Civil
Las Vegas Metropolitan Police Department - SIB



1 LIZZIE R. HATCHER, ESQ.
 2 State Bar #000247
 3 302 East Carson #930
 4 Las Vegas, Nevada 89101
 5 (702) 386-2988
 6 Attorney for Appellant

7 CITY OF LAS VEGAS
 8 CLARK COUNTY, NEVADA

9
 10 YOLANDA RAINEY,
 11)
 12 Appellant,)
 13 vs.)
 14 CITY OF LAS VEGAS)
 15 LAS VEGAS METROPOLITAN)
 16 POLICE DEPARTMENT)
 17 Defendant.)

18 NOTICE OF APPEAL

1999 APR 27 P 3:00
 RECEIVED
 CITY CLERK

17 COMES NOW YOLANDA RAINEY, and files this Appeal from the
 18 Denial of Work Card on April 16, 1999.

19 This Appeal is based upon the fact that the Appellant has
 20 never been convicted as alleged in the Notice of Denial of Work
 21 Card.

22 DATED this 26th day of April, 1999.

23
 24
 25
 26 LIZZIE R. HATCHER, ESQ.
 302 East Carson, #930
 27 Las Vegas, Nevada 89101
 28

WORK CARD APPLICATION

CHILD CARE (LAS VEGAS)

FINGERPRINT SECTION

601 EAST FREMONT

LAS VEGAS, NEVADA 89101-2985

8AM - 4PM MON - FRI

READ INSTRUCTIONS ON BACK

☐ ORIGINAL☒ RENEWAL☐ CO. LOCATION☐ CITY LOCATION

Name of Establishment
EOB - Read Start

Address of Establishment
2228 Comstock Dr.
N. LV. NV 89103

Position
Adm. Tech. II

Social Security #
530-74-6564

Name (first) (middle) (last)
Yolanda P. Rainey

Alias and/or Maiden Name

N/A

Sex F	Race Blk	Height 5'6	Weight 200lb.	Hair Color Blk	Eye Color Brn	Age 30	Date of Birth 4-9-64	Place of Birth Las Vegas, NV. - Clark

US Citizen? ☒ Yes ☐ No	Passport # N/A	Naturalization # N/A	Alien Card # N/A	Marks, Scars and Tattoos

Local Address 1209 N. Tonopah Dr.	Street & N. Tonopah Dr.	Apt. # or Space	City Las Vegas	State Nevada	Zip 89106	Phone # 647-1933

In Case of Emergency Notify: Name (first, middle, last) Carolyn Rainey	Relationship mother	Address (number, street, city, state, zip) 1209 N. Tonopah Dr.	Phone # 647-1933

LIST YOUR CURRENT EMPLOYER BELOW & LIST EACH JOB HELD IN PAST FIVE YEARS. (USE OTHER SIDE OF FORM FOR ADDITIONAL SPACE)

NAME	LOCATION	POSITION	FROM-TO	REASON FOR LEAVING
EOB	2228 Comstock Dr. N. LV. NV 89103	Adm. Tech. II	1/97 to Present	
Children's First Challenge	1213 Balzac LV. NV. 89106	Asst. Dir.	8/92 to 9/96	Business Closed

HAVE YOU AT ANY TIME BEEN ARRESTED OR CITED FOR ANY OFFENSE? YES ☒ NO ☐ (WITH THE EXCEPTION OF SPEEDING AND PARKING VIOLATIONS)
IF YES, LIST THE ARRESTS

YEAR	CITY AND STATE	OFFENSE CHARGED WITH	LENGTH OF SENTENCE/FINE
1999 to Feb 1999	Las Vegas, Nevada	Battery Domestic Violence & Dismissed within 12300 day	to May 10, 1999

DO NOT WRITE IN THIS SPACE

Entered By:

Approval/Denial By:

Date:

NOTE: COMPLETE REVERSE SIDE BEFORE SIGNING

I HEREBY CERTIFY THAT THE ABOVE INFORMATION IS TRUE AND CORRECT TO THE BEST OF MY ABILITY

X Yolanda P. Rainey
APPLICANT'S SIGNATURE

LVMPD TSD 18 - D (REV. 5-98)

FALSE INFORMATION WILL CAUSE
REVOCATION OR DENIAL OF THIS APPLICATION

DO NOT DUPLICATE

X George E. Anderson
SIGNATURE OF EMPLOYER

GEORGE E. ANDERSON

PRINTED NAME OF EMPLOYER SIGNING

**LAS VEGAS METROPOLITAN POLICE DEPARTMENT
NOTICE OF DENIAL OF WORK CARD AND OF RIGHT TO APPEAL
CITY OF LAS VEGAS**

DATE: 4-16-99

Dear Applicant;

Your application for a work card has been denied for reasons permitted under the Las Vegas city code or required under the Nevada Revised Statutes. You have the right to appeal this decision to the Las Vegas City Council.

Your work card was denied for the reason circled below:

ALL WORK CARD APPLICANTS -- Las Vegas Ordinance 6.86.110

Applicants who have filed false, misleading, or incomplete applications may be denied work cards. Applicants may be denied a work card if they are not citizens or legal residents of the United States

HOUSEKEEPERS/MAIDS IN RESORT CASINOS -- Las Vegas Ordinance 6.86.110

Applicants who have committed crimes of moral turpitude may be denied work cards.

CHILD CARE WORKERS -- Las Vegas ordinance -- 6.86.110 and 6.24.080, and NRS 432A.170

Applicants who have committed or been convicted of the following:

1) any violent crime (assault, domestic violence, battery, etc.),	9) promoting or using a minor in pornography,
2) any crime involving moral turpitude (theft, larceny, burglary, etc.),	10) any other sexually related crime,
3) abuse or neglect of a child,	11) any felony involving the use of a firearm or other deadly weapon,
4) contributory delinquency,	12) a violation of any law regulating the possession, distribution, or use of any controlled substance or dangerous drug.
5) sexual assault,	
6) statutory sexual seduction,	
7) incest,	
8) lewdness or indecent exposure,	

Applicants may be denied a child care work card if:

- 13) they are under the age of eighteen years.

CARNIVAL/CIRCUS WORKERS -- Las Vegas ordinance 6.86.110

Applicants who have been convicted of the following may be denied work cards for carnival or circus worker:

1) any sex offense,	5) any theft,
2) any fraud,	6) robbery,
3) obtaining money under false pretenses,	7) drug sales or drug use,
4) any illegal gambling offense,	

If you were denied for one of the above reasons, you may appeal at the office below: You must file your appeal within 30 days.

City Clerk
City Hall -- 1st Floor
400 E. Stewart Avenue
Las Vegas, NV 89101 (702) 229-6311

Keep this Notice of Denial and the copy of the Work Card Application. You must give these documents to the clerk to file an appeal.

MORE ON REVERSE



Economic Opportunity Board of Clark County

2228 Comstock Drive, Las Vegas, Nevada 89030
(702) 647-2010 Fax (702) 647-6639

James W. Tyree
Executive Director
Sylvia M. Staples
Deputy Director

May 7, 1999

TO WHOM IT MAY CONCERN:

Yolanda Rainey has been an employee of the Economic Opportunity Board since January 9, 1997.

This will acknowledge the Economic Opportunity Board is fully aware of the domestic violence charge against Ms. Rainey. Her on-the-job responsibilities have always been carried out most satisfactorily.

James W. Tyree
JAMES W. TYREE
Executive Director

JWT:ch

miscellaneous99

Board of Directors

*Claude E. Logan, Chair * Joe Neal, Vice Chair*

*Robert Kenneston * Gary Reese * William E. Robinson * Myrna Williams*

*Dixie Sue Allsbrook * Hannah Brown * Samuel A. Culotta, Jr. * Verlia Grice Davis * Vicente Herrera*

*Marion D. Bennett * Henry Herbert * Ilaria Torres * Cassandra Y. Watkins*

72



NAME: RAINY, YOLANDA
ACTION: BATTERY/DOMESTIC VIOLENCE
RENDERED TO: BATTERY

SS#:

ID#: 968475
CITATION #: C-0373574-A

VIOLATION	ACTION TAKEN	DATE	TIME	CLK
COMPLAINT CHARGE:	ADM ASSESSMENT FEE PAID= 105	05/06/99	08:55	ESP
COMPLAINT CHARGE:	CONST ASSESSMENT FEE PAID= 10			ESP
COMPLAINT CHARGE:	CASH BAIL POSTED= 280			ESP
COMPLAINT CHARGE:	CONTINUANCE GRANTED			ESP

STATE IMPOSED ASSESSMENT: 115
TENDERED: *ch 395* PAID: \$ 395 CHANGE: *0* BALANCE DUE: \$ 0.00
BAIL POSTER: RAINY, YOLANDA
ADDRESS: 1209 NORTH TONGVAH DRIVE
CITY: LAS VEGAS ST: NV ZIP: 89106
YOUR CASE IS NOT COMPLETED RETURN DATE: 05/10/99 DEPT: 4 TIME: 09:00 AM

FAILURE TO RETURN MAY RESULT IN A WARRANT OF ARREST, LOSS OF BAIL POSTED OR BOTH
POSTED ON: 05/06/99 STA # 2:

PLEASE RETAIN THIS RECEIPT

[]

Alternative Sentencing and Education Division
of the
Las Vegas Municipal Court
416 N 7th Street
Las Vegas, Nevada 89101

Counseling Program

CC#: 99-01281-I Client Name: RAINY, YOLANDA

SS#: 530-74-6564

Case# C-0373574-A Charge: BATTERY/DOMESTI Program: IMPULSE CONTROL

Referral Date: 02/09/99

Admit Date: 02/18/99

Court: MUNI

Judge:

Dept: 4

Next Court Date: 5/10/99

Court Time: 9:00A

Charges:	Due	Waived	Paid	Balance
Counseling Program Charge	\$225		\$225	
Total:	\$225		\$225	

Classes:

Class	Session	Date	Status
IMPULSE CONTROL	1	3/01/99	COMPLETED
IMPULSE CONTROL	2	3/08/99	COMPLETED
IMPULSE CONTROL	3	3/15/99	COMPLETED
IMPULSE CONTROL	4	3/22/99	COMPLETED

TOTAL CLASSES OUTSTANDING: 0

Counseling Sessions:

Counseling Sessions Due	1
Counseling Sessions Completed	0
Intake Completed	1
Phone Contacts Completed	0

TOTAL COMPLETED: 1 BALANCE DUE: 0

Alternative Sentencing and Education Division
of the
Las Vegas Municipal Court
416 N 7th Street
Las Vegas, Nevada 89101

Counseling Program

CC#: 99-01281-I Client Name: RAINY, YOLANDA

SS#: 530-74-6564

Deficiencies:

Fee Balance Due:	\$0
Classes Pending:	0
Counseling Sessions Pending:	0
Outside Agency Counseling Sessions Pending:	0
AA/NA Sessions Pending:	0
Community Service Pending:	0

Recommendation:

COUNSELING REQUIREMENTS COMPLETED

(Last Review Date is: 4/08/99)

Counselor: OWENS, BOBBY

Date: 4/08/99

88101 NO: 5-028852

October 28, 1999

Las Vegas Municipal Court
400 East Stewart Avenue
Las Vegas, Nevada 89101

RE: COURT#C373574

Dear Sirs:

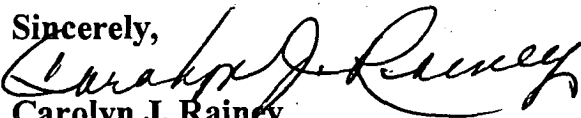
I am writing to you in regards to case #C373574A. It is my most humble apology to this court and to my daughter Yolanda Rainey. She is being charge with alleged domestic violence and I must admit to this court that my daughter never laid one hand on me ever. On the night of August 9, 1998, I was experiencing mass confusion in my home with my whole family. I had became most angry with Yolanda due to the fact she did not come home the night before. Yolanda still lives in my home and she is the youngest of my four children and I really become concerned of her when she does not return home or call as though any parent would, even at her age and because she is still living in my home I have rules that must be followed.

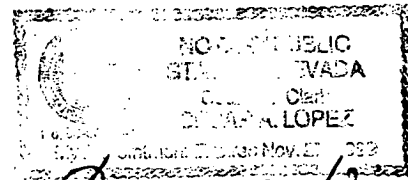
Yolanda did not commit these alleged charges but at this time we had a arguement and Yolanda left out my home and I became furious with her and then I proceeded to call the Metropolitan Police Department. A Officer came out and did a report and at that time I told the Officer that my daughter and I had a argument and she hit me.

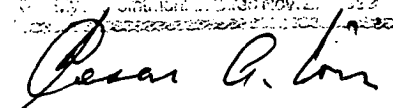
Yolanda never in her life has laid a hand on me and at the time I was very angry, frustrated, and confused and I do not know why to this day I said and wrote a report she did this. I am asking that the court pardon my daughter from this alleged charge, she has done nothing wrong.

Please except my apology for causing this to occur.

Sincerely,


Carolyn J. Rainey
1209 N. Tonopah Drive
Las Vegas, Nevada 89106




CLARK. MY COMMISSION EXPIRES NOV. 27. 1999

*NM-RAINEY YOLANDA PALESTINE SID-02039362 000 SS-530746564

CS-0968475 BD-04091968 RC-B SX-F HT-506 WT-200 HR-BRO EY-BRO

F1-26 W

F2- 1 U

BP-LAS VEGAS NV

FB-NO PREV 93 SI-NO PREV 93 01- 02-

A1-1209 N TONOPAH DR LVN 89106 071993

WP251 MPD E040999 CHILD (RENEW) CHILDRENS FIRST CHALLENGE - CHILDCARE 031196

WP252 MPD E040996 NON GAM EXCALIBUR - GIFT SHOP SUPV 090393 (TRANS)

WP253 MPD E040996 CHILD (\$38/PD) CHILDRENS FIRST CHALLENGE - ASST DIR 071993

WP254 MPD E040993 GAMING EXCALIBUR - MERCH HOST (GAM) 062790

WP255 MPD E040991 BUS LIC DB WORLD - PHONE SALES 030288

PI255 040999 MPD**W/C DENIED F/CHILDCARE PER FINGERPRINT (EOB)**

DR252 MPD 011492 INJURY/DAMAGE T/VEH -V- Dissemination is restricted to Criminal 920114-0250

DR253 MPD 062988 AUTO BURG -V- Justice Agencies ONLY. Second 88-74197

AR255 LVC 001 080998 SUM BATT DOMESTIC VIOL Dissemination is restricted to Criminal Justice LVC

AD255 LVC 001 020999 BATT DOMESTIC VIOL Agencies is PROHIBITED.

C-373574-A CON 30D /SS/ \$280 FINE, COUNSELING

Rel. To: Alternative Sentencing & Education Division

Date: 4-6-99

By: B

CITY COUNCIL

MEETING OF

MAY 10, 1999

City of Las Vegas

AGENDA & MINUTES

Page 41

COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

ITEM

ACTION

CITY ATTORNEY - DISCUSSION

Appeal of Work Card Denial:

73

Mr. Lawrence Henry Graham
3750 E. Bonanza #193
Las Vegas, Nevada 89110

**McDONALD - Motion to STRIKE from the Agenda -
UNANIMOUS**

SERGEANT VINCENT CANNITO, Las Vegas Metropolitan Police Department, reported that MR. GRAHAM registered as an ex-felon two times for possession of narcotics. He was also arrested in 1994 for battery/domestic violence and resisting arrest in 1998. In addition, he failed to inform his employer of his arrests and falsified his referral. Because of his arrests, MR. GRAHAM is prohibited by NRS 648 to work for a licensed security agency.

MR. GRAHAM countered that the incidents happened more than ten years ago. He did not think that mistakes he made years ago would cause him any problem in getting a work card. He stated that he was initially given a work card, and then notified later that an error was made and that he needed to go into the office to change some numbers. He felt that Metro lied to him to get him into the office so that they could take his work card from him. He indicated that he was truthful on his application and he needs a job to feed his kids.

COUNCILMAN McDONALD explained to MR. GRAHAM that because he was involved in crimes of moral turpitude, NRS 648 prohibits him from working for an independent security agency. He advised MR. GRAHAM that he could seek a job with a hotel.

MAYOR JONES further explained that even if the City Council granted the work card, the security agency he is seeking employment with would be placed in jeopardy of losing its license.

There was no further discussion.

(10:52 - 10:56)

1-1136

RECEIVED
CITY CLERK

1999 APR 28 A 11: 39

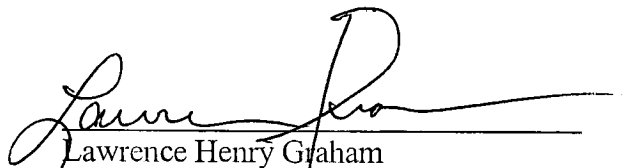
April 28, 1999

Ms. Barbara Jo Ronemus
City Clerk
400 East Stewart Avenue
Las Vegas, Nevada 89101

Dear Ms. Ronemus:

This letter constitutes my formal appeal of denial of a work card by the Las Vegas Metropolitan Police Department. I wish to appeal this denial before the City Council.

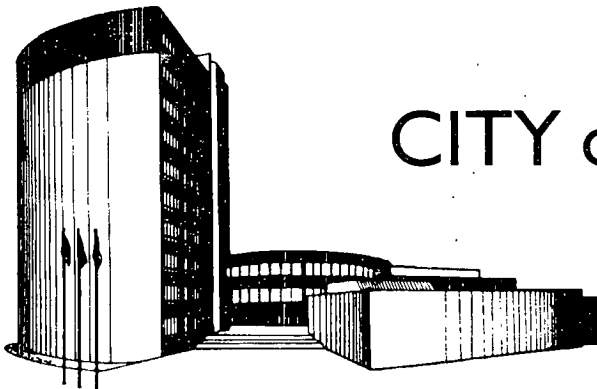
Sincerely,


Lawrence Henry Graham
3750 E. Bonanza #193
Las Vegas, NV 89110

MAYOR
JAN LAVERTY JONES

COUNCILMEN
ARNIE ADAMSEN
MICHAEL J. McDONALD
GARY REESE
LARRY BROWN

CITY MANAGER
VIRGINIA VALENTINE



CITY of LAS VEGAS

April 28, 1999

Lawrence Henry Graham
3750 E. Bonanza #193
Las Vegas, NV 89110

Re: **WORK CARD APPEAL**

Dear Mr. Graham:

I am in receipt of your formal appeal to the City Council regarding the denial of a work card. This matter will be heard by the City Council at their regularly scheduled meeting of May 10, 1999.

Your appeal is scheduled to be heard during the morning session of the meeting which commences at 10:00 a.m. We would advise that you be in attendance to present your appeal and answer any questions which may arise.

Occasionally, the City Council has been persuaded to grant a work card to an applicant through the intercession of the applicant's prospective employer. Therefore, if you think that your prospective employer would acknowledge, either in writing or personally before the City Council at your hearing, that he is aware of the reasons your work card was originally denied and wishes to hire you anyway, I urge you to request him to do so.

If a letter is submitted to the Council, **it must be from the licensee or principal who must be approved for suitability under Las Vegas Municipal Code Chapter 6.06 (the owner of the business, other principal or key employee)** for the establishment in which you are seeking employment. Also, you should bring to the hearing all other materials which may assist you in your appeal.

Sincerely,

BEVERLY K. BRIDGES
CHIEF DEPUTY CITY CLERK

cc: City Attorney-Civil
Las Vegas Metropolitan Police Department - SIB



CITY COUNCIL

MEETING OF

MAY 10, 1999

City of Las Vegas

AGENDA & MINUTES

Page 42

COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

ITEM

ACTION

CITY ATTORNEY - DISCUSSION

Appeal of Work Card Denial:

74

Ms. Jami Marie Linton
4600 Alyse Way
Las Vegas, Nevada 89110

**JONES - APPROVED subject to a six-month review -
carried with McDONALD and REESE not voting**

11/8/99 Agenda

The appellant was present, accompanied by her father.

SERGEANT VINCENT CANNITO, Las Vegas Metropolitan Police Department, advised that MS. LINTON was denied a work card based on a conviction for battery/domestic violence in 1997. She also received a citation for contributing to the delinquency of a minor, which she failed to list on her referral. The City Council could deny the work card based on City Code 6.86.110. MS. LINTON explained that the citation for contributing to the delinquency of a minor was just a traffic ticket that was dismissed. She was not aware that it showed up on her record. SERGEANT CANNITO countered that it was not a traffic violation, and MS. LINTON caused a 16-year-old to become delinquent by violating curfew.

At the request of MAYOR JONES, MS. LINTON submitted a letter from her employer indicating a willingness to hire her despite her background. MS. LINTON further explained that the domestic violence incident occurred because she was fighting with the father of her child, who was trying to take the child away from her.

COUNCILMAN BROWN confirmed with MS. LINTON that she understood why she was cited for contributing to the delinquency of a minor. He further advised that it is important that she set an example and accept responsibility because of the field of work that she is in.

There was no further discussion.

(10:56 - 11:00)

1-1290

RECEIVED
CITY CLERK

1999 APR 30 P 12:42

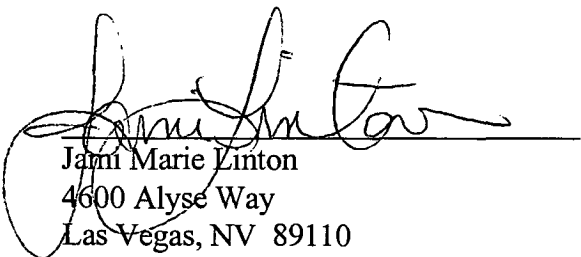
April 30, 1999

Ms. Barbara Jo Ronemus
City Clerk
400 East Stewart Avenue
Las Vegas, Nevada 89101

Dear Ms. Ronemus:

This letter constitutes my formal appeal of denial of a work card by the Las Vegas Metropolitan Police Department. I wish to appeal this denial before the City Council.

Sincerely,

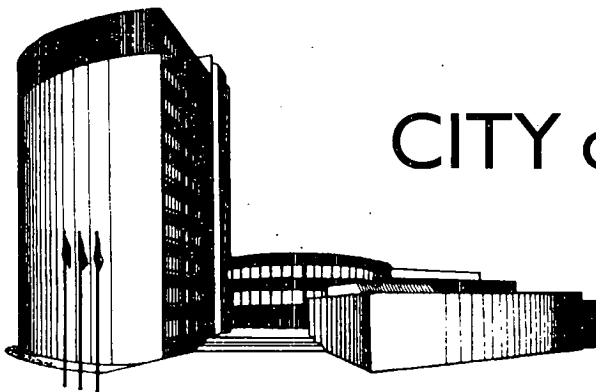


Jami Marie Linton
4600 Alyse Way
Las Vegas, NV 89110

MAYOR
JAN LAVERTY JONES

COUNCILMEN
ARNIE ADAMSEN
MICHAEL J. MCDONALD
GARY REESE
LARRY BROWN

CITY MANAGER
VIRGINIA VALENTINE



CITY of LAS VEGAS

April 30, 1999

Jami Marie Linton
4600 Alyse Way
Las Vegas, NV 89110

Re: **WORK CARD APPEAL**

Dear Ms. Linton:

I am in receipt of your formal appeal to the City Council regarding the denial of a work card. This matter will be heard by the City Council at their regularly scheduled meeting of May 10, 1999.

Your appeal is scheduled to be heard during the morning session of the meeting which commences at 10:00 a.m. We would advise that you be in attendance to present your appeal and answer any questions which may arise.

Occasionally, the City Council has been persuaded to grant a work card to an applicant through the intercession of the applicant's prospective employer. Therefore, if you think that your prospective employer would acknowledge, either in writing or personally before the City Council at your hearing, that he is aware of the reasons your work card was originally denied and wishes to hire you anyway, I urge you to request him to do so.

If a letter is submitted to the Council, it must be from the licensee or principal who must be approved for suitability under Las Vegas Municipal Code Chapter 6.06 (the owner of the business, other principal or key employee) for the establishment in which you are seeking employment. Also, you should bring to the hearing all other materials which may assist you in your appeal.

Sincerely,

DONNA WILLEY
DEPUTY CITY CLERK

cc: City Attorney-Civil
Las Vegas Metropolitan Police Department - SIB





The Parent's Partner®
Preschool & Child Care

LaPetite Academy
4554 E. Charleston Blvd.
(702) 459-1228

To whom it may concern:

Our Company is very interested in hiring Jami Linton as an employee, even with her current court appeal. We feel that she would be a great addition to our team. If there are any further questions about Jami being a future employee please feel free to call me.

Sylvia Hernandez
Academy Director

CITY COUNCIL

MEETING OF

MAY 10, 1999

City of Las Vegas

AGENDA & MINUTES

Page 43

COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

ITEM

ACTION

DEPARTMENT OF FINANCE & BUSINESS SERVICES - DISCUSSIONCHILD CARE LICENSE/FAMILY HOME - Six-Month Review

75

Discussion and possible action regarding a six-month review of a Family Home Child Care License following discussion of the result of inspections by Child Care staff

CHARLES JONES, CO-LICENSEE
with
CARRIE JONES
5716 Pine Cone Place
6 children days/5 nights

McDONALD - APPROVED as recommended- UNANIMOUS

The applicants were present.

JIM DiFIORE, Manager, Business Services, stated that the only concern is regarding a call that was received about a disturbance from the subject location. There was no arrest made nor was a citation issued, but he requested that the applicant clarify what the disturbance was about. MR. and MRS. JONES indicated they did not know what MR. DiFIORE was talking about. MR. DiFIORE recommended approval.

There was no further discussion.

(11:32 - 11:33)

1-2834

LIQUOR - New/Request For Temporary License

76

Discussion and possible action regarding a request for temporary approval of a new Supper Club Liquor License subject to the provisions of the planning and fire codes and Health Department regulations

TOWER PASTA, INC.
dba
"P/P TOWER"
2000 Las Vegas Boulevard South

Robert T. Harry, Dir, Pres, Secy, Treas, 100%

McDONALD - APPROVED subject to the provisions of the planning and fire codes and Health Department regulations - UNANIMOUS

ATTORNEY JOHN MORAN JR., Moran & Associates, was present, accompanied by the applicant. MR. MORAN requested approval, stating that MR. HARRY has been a licensee in the City for gaming and liquor since 1974 and currently operates Fellinis Restaurant and the Tap House on West Charleston.

JIM DiFIORE, Manager, Business Services, was present.

There was no further discussion.

(11:33 - 11:34)

1-2886

CITY COUNCIL

MEETING OF

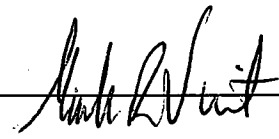
MAY 10, 1999

AGENDA DOCUMENTATION

TO:

City Council

FROM:


MARK R. VINCENT, DIRECTOR
DEPT. OF FINANCE & BUSINESS SERVICES

SUBJECT:

CHILD CARE LICENSE/FAMILY HOME - Six-Month Review

PURPOSE/BACKGROUND

Appearing on the Department of Finance & Business Services portion of the agenda is a six-month review of the family home child care license issued to Charles Jones, co-licensee with Carrie Jones, 5716 Pine Cone Place for 6 children days/5 nights.

On November 9, 1998 the City Council heard an appeal of denial of a new co-licensee for Charles Jones in conjunction with the Family Care Home license of Carrie Jones. The Child Care Licensing Board originally denied the application of Mr. Jones as co-licensee due to his past arrest record and appearance of not being forthright with the Las Vegas Metropolitan Police Department during the investigation. The City Council voted to approve Mr. Jones as co-licensee subject to a six-month review.

During the last six months, Child Care Licensing staff has inspected the family care home of Charles and Carrie Jones noting minor violations of child care codes which were corrected in a timely manner. There have been no arrests for Charles and Carrie Jones during this time period.

FISCAL IMPACT**RECOMMENDATIONS**

Approval with no further review.

Agenda Item

75

CITY COUNCIL

MEETING OF

MAY 10, 1999

City of Las Vegas

AGENDA & MINUTES

Page 44

COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

ITEM

ACTION

DEPARTMENT OF FINANCE & BUSINESS SERVICES - DISCUSSION

LIQUOR - Change of Ownership/Change of
Business Name
GAMING - New

77

Discussion and possible action regarding a request for approval of a change of ownership and business name on a Tavern Liquor License and a new Restricted Gaming License for 15 slots subject to the provisions of the Health Department regulations and following discussion of the Las Vegas Metropolitan Police Department Investigative Report

From: Muldoon's, Inc.

dba

Pepe Muldoon's Mexican & Irish Pub

Angelo A. Lardas, Dir, Pres, Secy, Treas,
100%

TO: H & B ENTERPRISES INC.

dba

BAILEY'S

4341 North Rancho Drive

Henry G. Nogiec, Dir, Pres, 75%

Toby D. Fleharty, Secy, Treas, 25%

Approved by the Nevada Gaming Commission
on March 25, 1999

BROWN - APPROVED subject to a one-year review and that the final layout of the business and that the intended product be submitted to Business Services - **UNANIMOUS**

5/8/2000 Agenda

ATTORNEY MATTHEW D. SALTZMAN, Kolesar & Leatham, Chtd., appeared representing the applicant, H & B Enterprises, Inc., and accompanied by HENRY NOGIEC and TOBY FLEHARTY. He requested approval.

SERGEANT VINCENT CANNITO, Las Vegas Metropolitan Police Department, reported that during the investigation several areas of concern were developed regarding both of the applicants. On July 24, 1993, MR. NOGIEC received five work-card-related citations. Also, MR. FLEHARTY falsified his application indicating he had never been arrested or cited for any reason. However, on May 3, 1992, MR. FLEHARTY was cited for soliciting prostitution.

Currently both applicants have a gaming and liquor license in the County for the Cue Club. A listing for calls for service at this location revealed that from January of 1995 to the present approximately 258 calls for service have been generated. The calls vary from fights, narcotics, shootings, stabbings, and gang-related activity.

JIM DiFIORE, Manager, Business Services, indicated that staff is concerned about the activity reported and how it will affect the City location. He requested an explanation from the applicants on how those concerns will be addressed. ATTORNEY SALTZMAN responded that as explained to the Nevada Gaming Commission, the work cards have been in order and current for about six years. With regard to the police calls, he indicated that the parking lot in the Commercial Plaza shopping center is secluded and is the location of a lot of activity that is not related to any particular establishment in the center.

CITY COUNCIL

MEETING OF

MAY 10, 1999

*City of Las Vegas***AGENDA & MINUTES**

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COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

ITEM**ACTION****DEPARTMENT OF FINANCE & BUSINESS SERVICES - DISCUSSION**

LIQUOR - Change of Ownership/Change of Business Name
GAMING - New

From: Muldoon's, Inc.

dba

Pepe Muldoon's Mexican & Irish Pub

Angelo A. Lardas, Dir, Pres, Secy, Treas,
100%

TO: H & B ENTERPRISES INC.

dba

BAILEY'S

4341 North Rancho Drive

Henry G. Nogiec, Dir, Pres, 75%

Toby D. Fleharty, Secy, Treas, 25%

(Continued)

COUNCILMAN BROWN asked if the calls for service have been to the subject property. SERGEANT CANNITO answered that the listing of calls for service contains the specific apartment numbers. In this case, the calls mentioned apply specifically to the Cue Club.

MR. NOGIEC stated that the numbers seem out of line. The establishment has in-house security and gang members are not allowed. Most of the problems are in the parking lot where there is a Mexican night club. He noted that he strongly supports a police presence because it helps run a clean business.

COUNCILMAN BROWN, ATTORNEY SALTZMAN, and MR. NOGIEC held a discussion about the type of restaurant that is intended for the Rancho location and whether it would have a pool hall. ATTORNEY SALTZMAN and MR. NOGIEC indicated that it would be a more upscale bar/restaurant than the Cue Club to service the affluent area. MR. NOGIEC further commented that it might contain two pool tables, mostly for promotional purposes and for the leagues. He noted that he runs a good business and he invested a lot of money in the Cue Club to improve it. There is a big difference between pool rooms and billiard clubs. COUNCILMAN REESE interjected that about 12 years ago when MR. NOGIEC managed his pool hall, located in his shopping center on Bonanza and Eastern, he ran it very well and always took care of business. COUNCILMAN BROWN noted that hopefully the calls for service reported were not related to MR. NOGIEC's operation of the Cue Club and more to the area; however, he indicated that he would like to have the option to review the license if any similar problems occur.

There was no further discussion.

(11:34 - 11:46)

1-2940

NOTE: At the 5/24/99 City Council meeting under Item No. 85, SERGEANT VINCENT CANNITO, Las Vegas Metropolitan Police Department, apologized to TOBY D. FLEHARTY, Secretary and Treasurer of Bailey's, for indicating that he had falsified his application regarding this item. He clarified that it was HENRY G. NOGIEC, President, Bailey's, who falsified his application.

CITY COUNCIL

MEETING OF

MAY 10, 1999

City of Las Vegas

AGENDA & MINUTES

Page 46

COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

ITEM

ACTION

DEPARTMENT OF FINANCE & BUSINESS SERVICES - DISCUSSION**SECONDHAND DEALER LICENSE - New**

78

Discussion and possible action regarding a request for a new Class II Secondhand Dealer License subject to the provisions of the planning and fire codes and following discussion of the Las Vegas Metropolitan Police Department Investigative Report

SECOND SPIN, INC.

dba

SECOND SPIN

North Rainbow Boulevard South of Smoke Ranch Road

Walter E. White, Dir, Pres, 25%

Debra L. White, Dir, VP, Secy, 25%

NOTE: Item to be heard in afternoon session in conjunction with Item 109 - Special Use Permit U-31-99

BROWN - APPROVED subject to the provisions of the planning and fire codes - **UNANIMOUS**

ATTORNEY ZEV KAPLAN, 3012 West Charleston Boulevard #140, appeared on behalf of the applicant.

JIM DiFIORE, Manager of Finance & Business Services, reported that there was an area of concern in the original Metro report of January 1999 regarding MS. K. McCORD a 50% shareholder investing \$100,000 into the business. Since that report, loan documents have been provided by ATTORNEY KAPLAN showing that MS. McCORD is not involved in the day-to-day operation of the business and is only an investor. Therefore, staff and Metro concerns have been satisfied.

MR. KAPLAN thanked staff and Metro for their assistance and cooperation.

NOTE: Discussion took place under the related PM Session Item 109 (U-31-99) and is made a part of the record for this item.

(3:40 - 3:42)

3 - 3450

CITY COUNCIL

MEETING OF

MAY 10, 1999

*City of Las Vegas***AGENDA & MINUTES**

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COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

ITEM**ACTION****DEPARTMENT OF FINANCE & BUSINESS SERVICES - DISCUSSION**AWARD OF BIDS RESCISSIONS

79

Discussion and possible action to rescind preapproval of Bid Number 99.08701.01, demolition of the Old National Guard Armory, to the lowest responsive and responsible bidder

REESE - RESCINDED the pre-approval - UNANIMOUS

MARK VINCENT, Director, Finance & Business Services, requested rescission and noted that there was a clerical error regarding the organization number and the bid number. Bid No. 99.08701.01 should be replaced with 99.40121.01.

CITY ATTORNEY JERBIC advised that separate motions be taken for items 79 and 80 even though they are related.

There was no further discussion.

(11:46 - 11:47)

1-3643

80

Discussion and possible award of Bid Number 99.40121.01, demolition of the Old National Guard Armory, to the lowest responsive and responsible bidder, Art Goldstrom Enterprises, in the amount of \$27,850

REESE - APPROVED as recommended - UNANIMOUS

MARK VINCENT, Director, Finance & Business Services, was present.

(See related Item No. 79 for discussion.)

(11:47 - 11:48)

2-23**RECESS: 11:48**

CITY COUNCILMEETING OF
May 10, 1999**AGENDA DOCUMENTATION****TO:****CITY COUNCIL****FROM:**Mark Vincent, Director
Finance and Business Services**SUBJECT: ACTION TO RESCIND PREAPPROVAL OF BID NUMBER 99.08701.01, DEMOLITION OF THE OLD NATIONAL GUARD ARMORY, TO THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER****PURPOSE/BACKGROUND**

This requirement was preapproved by Council as a consent item at the March 8, 1999 agenda meeting. This requirement referenced bid number 99.40121.01 during the bid process. Request action to rescind preapproval of the demolition of the Old National Guard Armory referencing the incorrect bid number.

THE APPROVAL OF THE CORRECTED BID NUMBER IS ON THE AGENDA FOR MAY 10, 1999.

FISCAL IMPACT

No fiscal impact from this action.

RECOMMENDATIONS

Action to rescind the preapproval of bid number 99.40121.01, Demolition of the Old National Guard Armory, to the lowest responsive and responsible bidder

PREPARED BY

Robert L. Crutchfield, Sr.

CITY COUNCILMEETING OF
May 10, 1999**AGENDA DOCUMENTATION****TO:**

City Council

FROM:Mark Vincent, Director
Finance and Business Services**SUBJECT: DISCUSSION AND POSSIBLE AWARD OF BID NUMBER 99.40121.01, DEMOLITION OF THE OLD NATIONAL GUARD ARMORY, TO THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER****PURPOSE/BACKGROUND**

This approval will provide for the demolition of the Old National Guard Armory located at 250 N. Eastern Avenue, to the lowest responsive and responsible bidder, Art Goldstrom Enterprises, in the amount of \$27,850. This item was preapproved originally on March 8, 1999 under bid number 99.08701.01.

The initiating department is Neighborhood Services.

FISCAL IMPACT

Funds are available in the City Facilities Fund.

RECOMMENDATIONS

Staff recommends that the City Council approve the award of bid 99.40121.01, demolition of the Old National Guard Armory, to the lowest responsive and responsible bidder, Art Goldstrom Enterprises, in the amount of \$27,850.

PREPARED BY

Robert L. Crutchfield Sr.

AGENDA ITEM

CITY OF LAS VEGAS
Las Vegas, Nevada
CONSTRUCTION CONTRACT

BID NUMBER 99.40121.01

DATE of CONTRACT March 8, 1999

NAME AND ADDRESS OF CONTRACTOR

Art Goldstrom Enterprises
5375 S. Cameron, Suite M
Las Vegas, NV 89118

INDIVIDUAL ☐

PARTNERSHIP ☒

CORPORATION, INCORPORATED IN THE STATE ☐

OF Nevada

CONTRACT DESCRIPTION

Furnish all plant, labor, tools, equipment, and materials necessary for the demolition of the **Old National Guard Armory** all in strict accordance terms, conditions, and specifications of **Formal Bid 99.40121.01-RC**, and **Art Goldstrom Enterprises** response to the Invitation to Bid.

AMOUNT OF CONTRACT (Express in words and figures)

Twenty-Seven Thousand Eight Hundred Fifty and 00/100 Dollars

\$27,850.00

It is expressly understood and agreed that the "Amount" of Contract" stated above is based upon bid estimates only and may be increased or decreased as provided in the Contract documents.

THIS CONTRACT, entered into this date by the City of Las Vegas, Nevada, hereinafter called the City, and the Individual, Partnership, or Corporation named above, hereinafter called Contractor, witnesseth that the parties hereto do mutually agree as follows:

STATEMENT OF WORK. The Contractor shall furnish all plant, labor, tools, equipment and material necessary to perform the work described for the amount stated above in strict accordance with contract documents, all of which are incorporated herein by reference:

Formal Bid 99.40121.01-RC

Contract Drawings No. N/A- Date: N/A

INCLUDING PAYMENT OF PREVAILING WAGES FOR PERIOD 10/1/98 THROUGH 9/30/99

CONTRACTOR WARRANTIES - The Contractor hereby warrants he:

1. Is familiar with requirements of the contract.
2. Has investigated the site and satisfied himself regarding the character of work and local conditions that may affect it or its performance.
3. Is satisfied that the work can be performed and completed as required in the contract.
4. Accepts all risks directly or indirectly connected with the performance of the contract.
5. Warrants that there has been no collusion between him and the other bidders on the contract.
6. He has not been influenced by any statement or promise other than those contained in the contract documents.
7. Is experienced and competent to perform the contract.
8. Verifies all personal statements in the proposal to be true.
9. Is familiar with all general and special laws, ordinances, and regulations that may affect the work, its performance, or those persons employed therein.
10. Is familiar with tax and labor regulations and with rates of pay that will affect the work.

WORK TO BE STARTED

AS SPECIFIED IN THE WRITTEN NOTICE TO PROCEED.

WORK TO BE COMPLETED

WITHIN Fourteen (14) CALENDAR DAYS AFTER NOTICE TO PROCEED.

LIQUIDATION DAMAGES. Liquidation damages as provided in the special provisions in the amount of
One Thousand and 00/100 dollars (\$ 1000.00)
per day for each day after the original completion date, or applicable extension thereof as provided for in the provisions, that
completion of the work is delayed.

ALTERATIONS: The following changes were made in this contract before it was signed by the parties hereto:

Addendum #1 - Dated April 5, 1999

In witness whereof, the parties hereto have executed this contract as of the date entered on the first page hereof.

CITY OF LAS VEGAS

By

(Mayor)

Attest

(City Clerk)

CONTRACTOR Art Goldstrom Enterprises

(Name of Contractor)

By

(Signature)

(Title)

Attest

(Secretary)

Approved as to form:

Robert S. Spain 4-27-99
Date

INSTRUCTIONS

1. The full name and business address of the Contractor must be inserted in the space provided on the face of the form. The Contractor shall sign in the space provided above with his usual signature and type or print name under all signatures to the contract and bonds.
2. An officer of a corporation, a member of a partnership, or an agent signing for the Supplier shall place his signature and title after the word "By" under the name Contractor. A contract executed on behalf of a corporation shall be attested by the secretary or an assistant secretary thereof. A contract executed by an attorney or agent on behalf of the Contractor shall be accompanied by two authenticated copies of his power of attorney, or other evidence of his authority to act on behalf of the Contractor.

PERFORMANCE BOND

BOND NUMBER 167-46-73DATE EXECUTED 4/12/99

IMPORTANT: SURETY COMPANIES EXECUTING BONDS MUST BE LICENSED TO ISSUE SURETY BY THE STATE OF NEVADA INSURANCE DIVISION PURSUANT TO NEVADA REVISED STATUTE 683A.090 AND ISSUED BY AN APPOINTED AGENT PURSUANT TO NEVADA REVISED STATUTE 683A.280. NOTE: INDIVIDUAL SURETY BONDS ARE NOT ACCEPTABLE.

KNOW ALL MEN BY THESE PRESENTS, That we, the CONTRACTOR AND SURETY, are held and firmly bound unto the City of Las Vegas, Nevada, hereinafter referred to as the City, in the penal sum \$27,850.00***, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That whereas the CONTRACTOR entered into a certain contract with the City, to perform all work required under the Bidding Schedule(s), Bid No. 99-40121.01-RC, of the City's specifications, entitled DEMOLITION OF THE OLD NATIONAL GUARD ARMORY

NOW THEREFORE, if said CONTRACTOR shall well and truly perform and fulfill all the undertakings, covenants, terms and conditions and agreements of said contract during the original term of said contract, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

PROVIDED, that any modifications in the work to be done or the materials to be furnished, which may be made pursuant to the terms of said Contract, shall not in any way release either said Contractor or said Surety thereunder, nor shall any extensions of time granted under the provisions of said Contract release either said Contractor or said Surety, and notice of such modifications or extensions of the Contract is hereby waived by said Surety.

SIGNED this 12th day of April, 1999

Countersigned resident agent in Nevada.
Pursuant to Nevada Revised Statute 680a.300:

GEORGE L. BROWN INSURANCE
(Resident Agent)

278
(State of Nevada, License Number)

PATRICIA ANN DREHER
(Appointed Agent Name)

By: [Signature]
(Signature)

Address: 920 E SAHARA AVENUE
LAS VEGAS, NV 89104

Telephone: (702) 735-9333

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)

ART GOLDSTROM ENTERPRISES

(Principal Contractor)

ARTHUR GOLDSTROM, OWNER

(Authorized Representative and Title)

By: [Signature]
(Signature)

Surety: INSURANCE COMPANY OF THE WEST

I 0909
(State of Nevada, License Number)

PATRICIA A. DREHER
(Appointed Agent Name)

By: [Signature]
(Signature)

Address: 920 E SAHARA AVENUE
LAS VEGAS, NV 89104

Telephone: (702) 735-9333

ISSUING COMPANY MUST HOLD CERTIFICATES OF AUTHORITY AS ACCEPTABLE SURETY ON FEDERAL BONDS AND AS ACCEPTABLE REINSURING COMPANY WITH LISTING IN THE DEPARTMENT OF TREASURY, FISCAL SERVICE. (DEPARTMENT OF CIRCULAR "570", CURRENT REVISIONS).

LABOR AND MATERIAL PAYMENT BOND

BOND NUMBER 167-46-73DATE EXECUTED 4/12/99

IMPORTANT: SURETY COMPANIES EXECUTING BONDS MUST BE LICENSED TO ISSUE SURETY BY THE STATE OF NEVADA INSURANCE DIVISION PURSUANT TO NEVADA REVISED STATUE 683A.090 AND ISSUED BY AN APPOINTED AGENT PURSUANT TO NEVADA REVISED STATUTE 683A.280. NOTE: INDIVIDUAL SURETY BONDS ARE NOT ACCEPTABLE.

KNOW ALL MEN BY THESE PRESENTS, That we, the CONTRACTOR AND SURETY, are held and firmly bound unto the City of Las Vegas, Nevada, hereinafter referred to as the City, in the penal sum *\$27,850.00***, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That whereas the CONTRACTOR entered into a certain contract with the City, to perform all work required under the Bidding Schedule(s), Bid No. 99.40121.01-RC of the City's specifications, entitled DEMOLITION OF THE OLD NATIONAL GUARD ARMORY

NOW THEREFORE, if said CONTRACTOR, fails to pay for any materials, equipment, or other supplies, or for rental of same, used in connection with the performance of work contracted to be done, or for amounts due under applicable State Law for any work or labor thereon, said Surety will pay for the same in an amount not exceeding the sum specified above and in the event suit is brought upon this bond, a reasonable attorney's fee to be fixed by the court. This bond shall insure to the benefit of any persons, companies or corporations entitled to file claims under applicable State Law.

PROVIDED, that any inodifications in the work to be done or the materials to be furnished, which may be made pursuant to the terms of said Contract, shall not in any way release either said Contractor or said Surety thereunder, nor shall any extensions of time granted under the provisions of said Contract release either said Contractor or said Surety, and notice of such modifications or extensions of the Contract is hereby waived by said Surety.

SIGNED this 12th day of April, 1999

Countersigned resident agent in Nevada.
Pursuant to Nevada Revised Statute 680a.300:

GEORGE L. BROWN INSURANCE
(Resident Agent)

278

(State of Nevada, License Number)

PATRICIA ANN DREHER
(Appointed Agent Name)

By: *Patricia Ann Dreher*
(Signature)

Address: 920 E SAHARA AVENUE

LAS VEGAS, NV 89104

Telephone: (702) 735-9333

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)

ART GOLDSTROM ENTERPRISES
(Principal Contractor)

ARTHUR GOLDSTROM, OWNER

(Authorized Representative and Title)

By: *Arthur Goldstrom*
(Signature)

Surety: INSURANCE COMPANY OF THE WEST

T 0909

(State of Nevada, License Number)

PATRICIA A. DREHER
(Appointed Agent Name)

By: *Patricia Ann Dreher*
(Signature)

Address: 920 E SAHARA AVENUE

LAS VEGAS, NV 89104

Telephone: (702) 735-9333

ISSUING COMPANY MUST HOLD CERTIFICATES OF AUTHORITY AS ACCEPTABLE SURETY ON FEDERAL BONDS AND AS ACCEPTABLE REINSURING COMPANY WITH LISTING IN THE DEPARTMENT OF TREASURY, FISCAL SERVICE, (DEPARTMENT OF CIRCULAR "570", CURRENT REVISIONS).

GUARANTEE BOND

BOND NUMBER 167-46-73DATE EXECUTED 4/12/99

IMPORTANT: SURETY COMPANIES EXECUTING BONDS MUST BE LICENSED TO ISSUE SURETY BY THE STATE OF NEVADA INSURANCE DIVISION PURSUANT TO NEVADA REVISED STATUTE 683A.090 AND ISSUED BY AN APPOINTED AGENT PURSUANT TO NEVADA REVISED STATUTE 683A.280. NOTE: INDIVIDUAL SURETY BONDS ARE NOT ACCEPTABLE.

GUARANTEE for ART GOLDSTROM ENTERPRISES, 5375 S CAMERON, LAS VEGAS, NV 89118

(Name and Address of Prime Contractor)

We hereby guarantee that the DEMOLITION OF THE OLD NATIONAL GUARD ARMORY, which we have constructed, has been completed in accordance with the plans and specifications; that the work as constructed will fulfill the requirements of the guaranties included in the Contract Documents. We agree to repair or replace any or all of the work together with any other adjacent work which may be damaged in so doing, that may prove to be defective in workmanship or materials within a period of one year from the date of acceptance of the above-named work by the City of Las Vegas, State of Nevada, without expense whatsoever to the City of Las Vegas ordinary wear and unusual abuse or neglect are exempted.

In the event of our failure to comply with the above-mentioned conditions within five (5) calendar days after being notified in writing by the City of Las Vegas, State of Nevada, we collectively or separately, do hereby authorize the City of Las Vegas to proceed to have said defects repaired and made good at our expense and we will honor and pay the costs and charges therefore upon demand. When correction of work is started, it shall be carried through to completion.

Date of Completion _____

SIGNED this 12th day of April, 19 99

Countersigned resident agent in Nevada.
Pursuant to Nevada Revised Statute 680A.300:

GEORGE L. BROWN INSURANCE

(Resident Agent)

278

(State of Nevada, License Number)

PATRICIA ANN DREHER

(Appointed Agent Name)

By: *Patricia Ann Dreher*

(Signature)

Address: 920 E SAHARA AVENUELAS VEGAS, NV 89104Telephone: (702) 735-9333Telephone: (702) 735-9333

(Local Agent)

Telephone: _____

(Bonding Company)

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)

ART GOLDSTROM ENTERPRISES

(Principal Contractor)

ART GOLDSTROM, OWNER

(Authorized Representative and Title)

By: *Art Goldstrom*

(Signature)

Surety: INSURANCE COMPANY OF THE WESTI 0909

(State of Nevada, License Number)

PATRICIA A. DREHER

(Appointed Agent Name)

By: *Patricia Ann Dreher*

(Signature)

Address: 920 E SAHARA AVENUELAS VEGAS, NV 89104Telephone: (702) 735-9333

ISSUING COMPANY MUST HOLD CERTIFICATES OF AUTHORITY AS ACCEPTABLE SURETY ON FEDERAL BONDS AND AS ACCEPTABLE REINSURING COMPANY WITH LISTING IN THE DEPARTMENT OF TREASURY, FISCAL SERVICE, (DEPARTMENT OF CIRCULAR "570", CURRENT REVISIONS).

Insurance Company of the West

HOME OFFICE: SAN DIEGO, CALIFORNIA

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That INSURANCE COMPANY OF THE WEST, a California Corporation, does hereby appoint:

PATRICIA A. DREHER

its true and lawful Attorney(s)-in-Fact, with full power and authority, to execute, on behalf of the Company, fidelity and surety bonds, undertakings, and other contracts of suretyship of a similar nature.

This Power of Attorney is granted and is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors on the 22nd day of November, 1994, which said Resolution has not been amended or rescinded and of which the following is a true copy:

"RESOLVED, that the Chairman of the Board, the President, an Executive Vice President or a Senior Vice President of the Company, and each of them, is hereby authorized to execute Powers of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company, fidelity and surety bonds, undertakings, or other contracts of suretyship of a similar nature; and to attach thereto the seal of the Company; provided however, that the absence of the seal shall not affect the validity of the instrument.

FURTHER RESOLVED, that the signatures of such officers and the seal of the Company, and the signatures of any witnesses, the signatures and seal of any notary, and the signatures of any officers certifying the validity of the Power of Attorney, may be affixed by facsimile."

IN WITNESS WHEREOF, INSURANCE COMPANY OF THE WEST has caused these presents to be signed by its duly authorized officers this
19th day of June 1995



INSURANCE COMPANY OF THE WEST

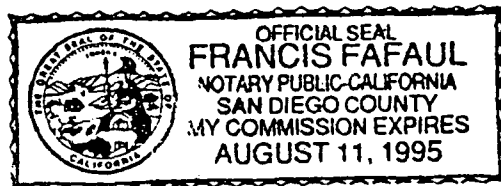
[Signature]
John L. Hannum, Senior Vice President

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

SS.

On June 19th, 1995 before me, personally appeared John L. Hannum, Senior Vice President of INSURANCE COMPANY OF THE WEST, personally known to me to be the individual and officer who executed the within instrument, and acknowledged to me that he executed the same in his official capacity and that by his signature on the instrument, the corporation, on behalf of which he acted, executed the instrument.

WITNESS my hand and official seal.



CERTIFICATE:

I, E. Hamed Davis, Vice President of INSURANCE COMPANY OF THE WEST, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a true copy, is still in full force and effect, and that this certificate may be signed by facsimile under the authority of the above quoted resolution.

IN WITNESS WHEREOF, I have subscribed my name as Vice President, on this 12th day of April

99



INSURANCE COMPANY OF THE WEST

[Signature]
E. Hamed Davis, Vice President

ACORD**CERTIFICATE OF INSURANCE**

ISSUE DATE

FEB 18 99

PRODUCER

GEORGE L. BROWN INSURANCE AGENCY
920 E. SAHARA AVE.
LAS VEGAS, NV 89104
(702) 735-9333
FAX (702) 735-6129

Cert# 25975

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND
CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE
DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE
POLICIES BELOW.

INSURED

ART GOLDSTROM ENTERPRISES

5375 S CAMERON
LAS VEGAS, NV 89118

COMPANIES AFFORDING COVERAGE

COMPANY

A RELIANCE INS. CO. RATED A-X111

COMPANY

B

COMPANY

C

COMPANY

D

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED.
NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY
PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY
HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY				
	X COMMERCIAL GENERAL LIABILITY	PB8546959	DEC 2 98	DEC 2 99	GENERAL AGGREGATE \$ 2,000,000
	CLAIMS MADE X OCCUR				PRODUCTS-COMP/DP AGG \$ 2,000,000
A	OWNERS & CONTRACTORS PROT				PERSONAL & ADV INJURY \$ 1,000,000
					EACH OCCURRENCE \$ 1,000,000
					FIRE DAMAGE (Any One Fire) \$ 100,000
					MED EXPENSE (Any One Person) \$ 5,000
	AUTOMOBILE LIABILITY				
	ANY AUTO	PB8546959	DEC 2 98	DEC 2 99	COMBINED SINGLE LIMIT \$ 1,000,000
	ALL OWNED AUTOS				BODILY INJURY (Per Person) \$
X	SCHEDULED AUTOS				BODILY INJURY (Per Accident) \$
X	HIRD AUTOS				PROPERTY DAMAGE \$
X	NON-OWNED AUTOS				
	GARAGE LIABILITY				
	ANY AUTO				AUTO ONLY - EA ACCIDENT \$
					OTHER THAN AUTO ONLY \$
					EACH ACCIDENT \$
					AGGREGATE \$
	EXCESS LIABILITY				
	UMBRELLA FORM				EACH OCCURRENCE \$
	OTHER THAN UMBRELLA FORM				AGGREGATE \$
	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY	PB8546959	DEC 2 98	DEC 2 99	STATUTORY LIMITS \$
A	THE PROPRIETOR				EACH ACCIDENT \$ 1,000,000
	PARTNERS/EXECUTIVE				DISEASE-POLICY LIMIT \$ 1,000,000
	OFFICERS ARE				DISEASE-EACH EMPLOYEE \$ 1,000,000
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

RE: DEMOLITION OF THE OLD NATIONAL GUARD ARMORY

THE CITY OF LAS VEGAS, ITS OFFICERS, EMPLOYEES AND VOLUNTEERS ARE ADDITIONAL INSURED WITH
RESPECTS TO LIABILITY ARISING OUT OF THE ACTIVITIES BY OR ON BEHAFT OF THE NAMED INSURED IN
CONNECTION WITH THIS PROJECT.

CERTIFICATE HOLDER

CITY OF LAS VEGAS
PURCHASING AND CONTRACTS
400 E. STEWART AVE.
LAS VEGAS, NV 89101

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE
EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL 10 DAYS
WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT

AUTHORIZED REPRESENTATIVE

[Signature]

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTOMATIC ADDITIONAL INSUREDS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

WHO IS AN INSURED (Section II) is amended to include as an insured any contractually required additional insured (herein referred to as the additional insured), subject to the following:

- A. The insurance provided to the additional insured does not apply to:
1. bodily injury, property damage, or personal injury occurring before the execution of the written contract.
 2. bodily injury, property damage, or personal injury occurring after your obligation to provide insurance to the additional insured ceases.
 3. property damage, to:
 - a. property owned, used or occupied by or rented to the additional insured;
 - b. property in the care, custody or control of the additional insured or over which the additional insured is exercising physical control; or
 - c. your work for the additional insured.
 4. bodily injury, property damage, or personal injury arising out of an architect's, engineer's or surveyor's rendering or failure to render any professional services for you, for the additional insured or for others, including:
 - a. the preparing, approving or failure to approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications and
 - b. supervisory, inspection or engineering services.
 5. advertising injury.
- B. The following is added to **LIMITS OF INSURANCE (Section III)**:
8. Subject to 5. above, the amount specified in the contract is the most we will pay for all liability for damages for the additional insured.
- C. If the contract requires that insurance be provided on a primary basis, the following applies:
To the extent that coverage is provided by this coverage part, this insurance shall apply as primary insurance as respects liability of the additional insured, arising solely out of:
1. the performance of your operations; or
 2. property owned, leased, rented or occupied by you;
- as described in the contract. Any other insurance available to the additional insured shall apply on an excess basis.
- D. The definition of your operations is deleted and replaced as follows:
Your Operations - your customary business activities.
- E. The following definition is added:
contractually required additional insured - entity with whom you agree in a written contract to name as an insured but only with respect to liability arising out of your operations or property owned leased, rented or occupied by you as outlined in the contract.



EMPLOYERS
INSURANCE COMPANY
OF NEVADA

CERTIFICATE OF INSURANCE

Issued Date (MM/DD/YY)
04-09-99

REPRESENTATIVE:

LAS VEGAS REGIONAL OFFICE
7180 POLLOCK DRIVE
LAS VEGAS, NV 89119

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS
NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND,
EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW

COMPANY:

EMPLOYERS INSURANCE COMPANY OF NEVADA

INSURED:

GOLDSTROM, ARTHUR & SHIRLEY
ART GOLDSTROM ENTERPRISES
5375 S CAMERON #M
LAS VEGAS, NV 89118

THIS EMPLOYER ALSO DOES BUSINESS AS:

PROJECT NAME: ALL NEVADA JOBS

This is to certify that all employees of the above-named insured are covered under the Nevada workers' compensation policy number shown in (A) below, which became effective on the date shown (B). This certificate will remain in force until the expiration date (C) or until you have been notified otherwise.

A. POLICY NUMBER

B. POLICY EFFECTIVE
DATE (MM/DD/YY)

C. POLICY EXPIRATION
DATE (MM/DD/YY)

NWC-059217-08

08-18-98

08-18-99

This does not relieve you of the responsibility of premium payment on this subcontractor in the event he fails to pay premium while working for your business. In order to clear this subcontractor for final payment, contact this office for a final certificate. When you receive the final certificate, retain it in your file until the Employers Insurance Company of Nevada audits your policy.

Section 616B.789 of the Nevada Administrative Code will be used in determining the prime contractor's responsibility for insuring the uninsured sole owner or each uninsured partner.

NRS 616B.600 requires all out-of-state contractors who are working on construction projects in Nevada to cover their employees under Nevada worker' compensation insurance or self-insurance.

Any out-of-state contractors meeting the definition of NRS 624 working temporarily in Nevada must obtain Nevada workers' compensation insurance prior to the start of any project.

Nevada employers planning to work temporarily out of Nevada should contact the workers' compensation authority in the state where the work is to be performed, prior to the start of any project, to assure compliance with the states' laws.

The individual(s) specifically identified below have coverage and are insured under this certificate.

CERTIFICATE HOLDER

CITY OF LAS VEGAS PURCHASING & CONTRACTS
400 E STEWART AVE
FIRST FLOOR
LAS VEGAS, NV 89101

WARNING: This certificate does not absolve the prime contractor from potential liability for, but not limited to, the premium costs, associated penalties, claims and deductibles for any employee acquired through an employee leasing agreement

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CITY COUNCIL

MEETING OF

MAY 10, 1999

City of Las Vegas

AGENDA & MINUTES

Page 48

COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

ITEM

ACTION

NEIGHBORHOOD SERVICES - DISCUSSION

81

PUBLIC HEARING: Discussion and possible action to approve, adopt and authorize the submittal of the Clark County and City of Las Vegas U. S. Housing and Urban Development (HUD) 1999 Action Plan of the Housing and Urban Development Consolidated Plan

(Fiscal Impact: Potential grants in the amount of \$22,969,610 to Clark County, Las Vegas, North Las Vegas, Boulder City, and Mesquite)

McDONALD - APPROVED - UNANIMOUS

MAYOR JONES declared the Public Hearing open.

SHARON SEGERBLOM, Director, Neighborhood Services, presented TIM WHITRIGHT, Senior Planner, Neighborhood Planning & Support Division. MR. WHITRIGHT reported that the action plan indicates the amount of funding that the City expects to receive this fiscal year to complete the development projects and to fund public service programs to serve the residents. These funds come from Federal and State sources, such as Community Development Block Grant, Home Investment Partnership Fund, as well as State Home and State Low Income Housing Trust Funds. Essentially, the plan describes for HUD what the City is going to accomplish with these funds and the methods of distributing these funds for the residents in the neighborhoods. Neighborhood meetings in several communities have been held to satisfy public participation, as required by HUD, and community priorities have been updated through the residents' perspective. The plan itself will be submitted to HUD by May 15, 1999, which is the mandated deadline.

MAYOR JONES declared the Public Hearing closed.

There was no further discussion.

(2:15 - 2:18)

3-13

82

Discussion and possible approval of a Professional Services Agreement between the City of Las Vegas and Development Solutions for assistance in submitting a Section 108 Loan application to the Department of Housing and Urban Development and other scope of work as identified

McDONALD - APPROVED - UNANIMOUS

SHARON SEBERBLOM, Director, Neighborhood Services, indicated that the consultant, who has 20 years of experience, will check on different possibilities to finance a business-cultural-senior center in East Las Vegas. The cost of the project will be under \$40,000 and will be paid through federal Community Development Block Grant funds. The consultant will help to identify other potential funding sources, conduct a feasibility study for the proposed office space and the capacity analysis of the entire project, and prepare an economic development administration grant application if the City desires.

There was no further discussion.

(2:18 - 2:19)

3-120

MEETING OF
May 10, 1999

AGENDA DOCUMENTATION

TO:

City Council

FROM:

Sharon Segerblom, Director
Neighborhood Services Department

SUBJECT: **PUBLIC HEARING:** Discussion and possible action to approve, adopt, and authorize the submittal of the Clark County and City of Las Vegas U.S. Housing and Urban Development (HUD) 1999 Action Plan of the Housing and Urban Development Consolidated Plan

PURPOSE/BACKGROUND

In order to receive federal and state funds for housing and community development activities, the City of Las Vegas, in conjunction with Clark County, must submit an Action Plan (see attachment) to the U.S. Department of Housing and Urban Development (HUD) no later than May 15, 1999, with the program year to begin July 1, 1999. The Action Plan contains descriptions of how each local jurisdiction in Clark County, with the exception of the City of Henderson, intends to use federal funds to meet housing and community development needs. The Action Plan outlines the projects and programs to be funded using Community Development Block Grant (CDBG), HOME Investment Partnerships (HOME), Emergency Shelter Grant (ESG) and Housing Opportunities for People With AIDS (HOPWA) funds.

Consistent with the Citizen Participation Plan, the City of Las Vegas sponsored five "Community Needs and Priorities Review" public meetings in October and November 1998. The priorities established were then furnished to a 27-member citizen board, the Community Development Recommending Board (CDRB) and the Community Housing Resources Advisory Committee (CHRAC) to assist them in making recommendations to the City Council and Board of County Commissioners on the allocation of the CDBG, HOME, ESG and HOPWA grant funds. A public hearing was held before the Mayor and City Council on March 8, 1999 and all recommendations by the CDRB were approved.

The Action Plan has been made available for public review and comment. It is expected that HUD will approve the Action Plan by mid-June 1999.

FISCAL IMPACT

FISCAL IMPACT: Submission of the 1999 Action Plan will bring \$15,048,000 in federal grants and \$7,921,610 in state and local resources for a total funding of \$22,969,610 to Clark County, Las Vegas, North Las Vegas, Boulder City and Mesquite.

RECOMMENDATIONS

The City Manager recommends approval of the Action Plan for submittal to the Department of Housing and Urban Development.

Agenda Item

81

City of Las Vegas

1999-2000 ACTION PLAN

DRAFT COPY For Public Review & Comment

CITY OF LAS VEGAS

A. Introduction

The City of Las Vegas expects to receive \$7,384,973 in federal and \$970,076 in state/local funds for housing and community development. Many competitive programs result in grants or loans awarded directly to non-city applicants. The City of Las Vegas 1999 Action Plan Funding (Figure 14) outlines the City's allocation for the Community Development Block Grant (CDBG), HOME Investment Partnerships Program (HOME), Emergency Shelter Grant (ESG) and Housing Opportunities for Persons With AIDS Program (HOPWA). A description of specific projects and programs to be funded in FY99 is described below, beginning with the CDBG Program. The Annual Funding Summary (Figure 15) outlines the City's allocation of all federal, state and local funds to specific non-profits and among various activities, including other sources of funding as discussed in the Other Resources section.

Figure 14
City of Las Vegas Funding
1999 Action Plan

Program	Amount
CDBG	\$4,399,000
HOPWA	\$1,333,533
ESG	\$142,000
HOME	\$1,698,094
State HOME	\$150,000
State LIHTF	\$632,422
Total	\$8,355,049

B. Community Development Block Grant (CDBG)

For Fiscal Year 1999-2000, the City of Las Vegas is eligible to receive \$3,999,000 in Community Development Block Grant funds from the US Department of Housing and Urban Development. The FY 1999-2000 grant, plus the projected program income from FY 1998-1999 in the amount of \$400,000, makes the total Federal CDBG funds available to the City \$4,399,000. The following is a summary of funding by category:

Figure 15
Annual Funding Summary

Public Service Projects	\$659,800
Capital Improvement Projects	\$1,729,400
Housing Rehabilitation - City Wide	\$350,000
Housing Rehabilitation Administration	\$300,000
CDBG Administration	\$744,800
Fair Housing	\$60,000
SAM Agreement - Nucleus Plaza	\$80,000
Revolving Loan Fund	\$250,000
Economic Development & Technical Assistance	\$75,000
Dexter Senior Center	\$150,000

The City of Las Vegas CDBG Projects for FY 1999-2000 are outlined below and described in detail in the City of Las Vegas Listing of Proposed Project Tables.

Figure 16

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM		FY 1999/2000	
<i>Capital Improvement Projects</i>			
Project Number	Organization	Funds Allocated	Page Number
1	Aid for AIDS of Nevada - Office Space Renovation	\$10,000	
4	Christmas in April - Residential Rehabilitation	\$100,000	
7	Clark County Legal Services	\$300,000	
10	Economic Opportunity Board of Clark County - Hollyhock Improvement, New Roof, doors and interior improvements	\$38,000	
15	Housing Authority City of Las Vegas - Rehabilitation of Howard W. Cannon Center - Non Housing Community Center	\$36,000	
18	Interfaith Hospitality Network - Day Site Relocation	\$50,000	
23	Maryland Villas, LLC - Community Child Care Center	\$247,640	
24	NALA - Child Care & Senior Center	\$15,000	
26	Opportunity Village - Renovation & Expansion of W. Oakley Center Phase III	\$170,000	
28	Smart Start Child Care Center - Expansion Phase II	\$100,000	
30	The Shade Tree - New Construction of 500 Bed Facility	\$544,260	
31	WestCare - Youth Services Site Improvements and Commercial Kitchen Equipment	\$118,500	
SUB TOTAL		\$1,729,400	
<i>Public Service Projects</i>			
Project Number	Organization	Funds Allocated	Page Number
3	Brinley Community School - Safekey Program	\$40,000	
5	City of Las Vegas Leisure Services - Recreation Programs	\$76,000	
6	City of Las Vegas Leisure Services - Performing Arts Camp	\$14,000	
8	Classroom on Wheels	\$44,000	
9	Community Food Bank of Clark County	\$40,000	
11	Family Cabinet, Inc.	\$68,000	
12	HABLE - Life Skills	\$44,718	
13	HELP of Southern Nevada - Emergency Resource Services	\$25,300	
14	HHD Youth Organization	\$25,745	
16	Housing Authority City of Las Vegas - Cannon Sr. Center	\$23,352	

<i>Public Service Projects Continued</i>			
Project Number	Organization	Funds Allocated	Page Number
17	I Have A Dream Foundation	\$10,800	
19	Las Vegas Indian Center - Resource Development & Case Management	\$53,563	
20	Las Vegas Stealth Youth Track Club	\$27,000	
21	Lied Discovery Children's Museum - Youth Works	\$10,000	
22	Life Line Pregnancy Assistance Center	\$7,000	
25	NALA - Child Care	\$34,822	
27	Robison Community School - Robison Safekey	\$64,000	
29	Smart Start Day Care Center - Early Childhood Development	\$37,500	
32	Women's Development Center - Transitional Housing	\$14,000	
SUBTOTAL		\$659,800	
<i>City of Las Vegas Projects</i>			
Project Number	Organization	Funds Allocated	Page Number
58	Dexter Senior Center	\$150,000	
59	Economic Development Technical Assistance	\$75,000	
57	Housing Rehabilitation	\$350,000	
60	Revolving Loan Fund	\$250,000	
61	SAM Agreement with Nucleus Plaza	\$80,000	
SUBTOTAL		\$905,000	
<i>Administration</i>			
Project Number	Organization	Funds Allocated	Page Number
55	Administration - Community Development Block Grant	\$744,800	
56	Housing Rehabilitation Administration	\$300,000	
62	Fair Housing	\$60,000	
SUBTOTAL		\$1,104,800	
TOTAL		\$4,399,000	

C. Emergency Shelter Grant (ESG)

Federal Emergency Shelter Grant (ESG) funds are managed by the Clark County Community Resources Department and the City of Las Vegas Neighborhood Services Department. The total FY 1999-2000 ESG grant is \$303,000. Funding received for the City of Las Vegas is \$142,000 while Clark County received \$161,000. FY 1999-2000 ESG Projects are listed below. Project specifics are available in the City of Las Vegas Listing of Proposed Project Tables.

Figure 17

EMERGENCY SHELTER GRANT FUNDS FY 1999			
Project Number	Organization	Funds Allocated	Page Number
43	Catholic Charities of Southern Nevada - Social Services	\$35,000	
44	EOB - Project HOME	\$70,000	
45	HELP of Southern Nevada - Information & Referral Program	\$5,250	
46	Interfaith Hospitality Network	\$15,450	
47	Key Foundation - Veterans Outreach and Jobs for Veterans	\$20,000	
48	Salvation Army - Vocational Training & Placement Program	\$22,000	
49	Shade Tree Emergency Shelter	\$54,272	
50	St. Vincent de Paul / MASH Village Seasonal Shelter	\$30,578	
51	United Methodist Social Ministries - Hats & Hands	\$5,200	
52	WestCare - Equipment	\$7,500	
53	Women's Development Center Transitional Housing Program	\$37,750	
TOTAL		\$303,000	

D. HOME Investment Partnerships Program (HOME)

The City of Las Vegas is a member of the Clark County ("Urban County") HOME Consortium which receives federal HOME, State HOME and State Low-Income Housing Trust Fund (LIHTF) money. The HOME and LIHTF programs have similar requirements, and thus, the Consortium administers the programs jointly.

Figure 18
1999 City of Las Vegas
HOME/LIHTF Funds

Las Vegas	Federal HUD HOME \$	LIHTF \$	State HOME \$	Reprogrammed Funds	Total \$
	\$1,698,094	\$632,422	\$150,000	\$0	\$2,480,516

Figure 18, above, displays the HOME and HOME-related funding that will be received by the City of Las Vegas for FY 1999-2000. Projects funded for 1999 are described below. The projects described below coincide with the Clark County Listing of Proposed Project Tables which may be referenced for further details.

Figure 19

HOME PROGRAM				FY-1999	
Project Number	Project Sub-Recipients	Funds Allocated	Page Number		
	Administration	\$151,044			
	City of Las Vegas Housing Authority - Rehabilitation of Robert Gordon Plaza Community Ctr. & Laundry Room	\$82,422			
	City of Las Vegas Home Assistance Program	\$1,076,654			
	Community Development Programs Center - New Construction of 48 unit apartment complex	\$500,000			
	North Las Vegas Neighborhood Housing Services	\$100,000			
	Nevada HAND - Rehabilitation of Cimarron Apartments at 1200 Ogden	\$50,000			
	Nevada HAND - Acquisition & Reconstruction of a triplex at 1302 E. Stewart	\$150,000			
	Women's Development Center - Acquisition & Rehabilitation of a 4-plex at 4233 Middlesex	\$185,198			
	Women's Development Center - Acquisition & Rehabilitation of a 4-plex at 904 Snug Harbor	\$185,198			
TOTAL		\$2,480,516			

Resale and Recapture Provisions

The City of Las Vegas employs varying recapture and resale requirements for HOME and LIHTF-assisted affordable housing projects. The specific requirements imposed are dependent upon the type and amount of funding applied to the projects.

The "federal" HOME dollars are not subject to recapture upon sale requirements beyond those imposed by HUD. In federal HOME projects, the Period of Affordability ranges from 5 to 20 years, depending upon the amount of HOME funds in a project, and at times, upon the type of activity being undertaken. For example, new construction of rental housing requires a 20 year Period of Affordability, regardless of the amount of HOME funds involved, and the sale of a newly constructed building during the rather extensive Period of Affordability would require the recapture of all HOME funds. The City uses the resale requirement when HOME funds are used as a development subsidy in a project.

It has been the policy of the City of Las Vegas to assist sub-recipient non-profits, in becoming owners of rental properties that are income-producing assets. During the earlier years of the program, when the City provided matching funds to its non-profits, staff also sought to minimize the administrative burden of monitoring by paying attention to the "break points" in the HUD Periods of Affordability, whereby a small amount of additional HOME funds could increase monitoring, affordability, and thereby extend, recapture requirements in five-year increments.

The City of Las Vegas requires that when non-profits sell their HOME funded units during the period of affordability such money must be returned to the City. The period of affordability and corresponding dollar figure "break points" are noted in the table below

Table 1
HOME - PERIOD OF AFFORDABILITY

ACTIVITY	PERIOD OF AFFORDABILITY
Rehabilitation and Acquisition of Housing/Per Unit Amount of HOME funds:	
Under \$15,000	5 years
\$15,000 to \$40,000	10 years
Over \$40,000	15 years
New Construction or Acquisition of Newly-Constructed Housing	20 years

E. Housing Opportunities for Persons With AIDS (HOPWA)

The purpose of the HOPWA program is to provide localities with the resources and incentives to devise long-term comprehensive strategies for meeting the housing needs of low-income persons with HIV/AIDS and their families, and to prevent homelessness in this population.

As the largest city in the Las Vegas Eligible Metropolitan Statistical Area (EMSA), the City of Las Vegas expects to receive the 1999 HOPWA entitlement grant of \$1,308,000. This Grant amount plus the reprogrammed funds of \$64,773 will make the total HOPWA funds available to the City \$1,372,773. The City of Las Vegas administers the program for the EMSA. The Las Vegas EMSA consists of Clark County, Nye County, Nevada; and Mohave County, Arizona. The 1999 HOPWA projects are described below.

Figure 20

HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS FY 1999			
Project Number	Organization	Funds Allocated	Page Number
54	Administration	\$39,240	
33	Aid for AIDS of Nevada (AFAN) - Short Term Housing Assistance, Utilities and Case Management	\$481,500	
42	Golden Rainbow - Emergency Assistance Program	\$85,000	
36	Healthy Families Project - Supportive Services, Case Manager for the Positive Women's Network Program	\$35,000	
37	HELP of Southern Nevada	\$7,500	
35	Lighthouse Compassionate Care - Acquisition & Rehabilitation of a 4-Plex	\$300,000	
34	Lighthouse Compassionate Care - Transitional Housing Operations, Case Manager & Supportive Services	\$56,700	
38	Mohave County Health & Social Services - Emergency Housing Assistance, Utilities and Case Manager	\$50,000	
39	Nevada Association of Latin Americans - Prevention of Homelessness	\$100,000	
40	Pahrump Family Resource Center - Short Term Rent & Utility Assistance and Group Counseling	\$15,000	
41	Reach Out - Daycare and Learning Center for Children with HIV/AIDS	\$202,833	
TOTAL		\$1,372,773	

F. General Actions

Geographic Location

Direct assistance will be made available to low- and moderate-income households throughout the City. The Neighborhood Services Department (NSD) will continue to focus on neighborhoods with concentrations of low-income households in the delivery of its Housing Rehabilitation Program. This includes funding for the rehabilitation of single family homes, subject to income verification, in low- and moderate-income areas. The neighborhoods in which CDBG and HOME funds are specifically focused include:

Meadows Village (Census Tract 11.00)

West Las Vegas (Census Tracts 3.01, 3.02 & 35.00)

East Las Vegas (Census Tracts 5.03 & 5.04)

Downtown (Census Tracts 4.00, 6.00, 7.00, 8.00, & 9.00)

The low income areas of Las Vegas also correspond to locations of most of the City's low-income assisted housing, homeless shelters, social service providers and many of its transitional housing programs. However, while rehabilitation focuses on older neighborhoods, the acquisition and rehabilitation of properties to increase the number of units of affordable housing in Las Vegas are provided to scattered sites throughout the City. This promotes the availability of affordable housing throughout the community and avoids perpetuating concentrations of low-income housing.

Obstacles to Meeting Under served Needs

The City of Las Vegas and Clark County recognize that homeless veterans are an under served population. Unfortunately, efforts to fund the purchase and rehabilitation of properties designed to provide transitional housing for this group were unsuccessful in 1997. Recently, the City of Las Vegas has started meeting with a variety of organizations to identify those that could supply housing and services for homeless veterans.

The Neighborhood Services Department assisted a national development firm through technical assistance, provision of public forum before a neighborhood group and funding in the amount of 1.4 million of Private Activity Bond Cap money to develop transitional housing specifically designed to serve veterans. The development firm originally applied, unsuccessfully, for Continuum of Care funds after which the City encouraged them to apply for Private Activity Bond Cap funding, which proved successful. The project will convert an existing motel into 150 transitional housing units equipped with kitchenettes.

In addition, the Neighborhood Services Department assisted Catholic Charities in partnership with HELP USA through the Continuum of Care program to provide funds for a proposed Single Room Occupancy project designed to serve homeless veterans (60 units) and other homeless sub-populations (20 units).

The City of Las Vegas is discussing the development of employer assisted housing with Downtown casinos. As the major employers in the lower wage service industry, access to affordable housing is an important factor in the attraction and retention of employees.

Efforts to Foster the Development of Affordable Housing

The City of Las Vegas has dedicated funds for two revitalization areas, one in Vegas Heights (Census Tract 35) and the second in East Las Vegas. The Vegas Heights revitalization effort includes the development of new construction, affordable, in-fill ownership housing as well as rehabilitation of owner occupied single family residential units including replacement of roofing, re-wiring, plumbing and heating and cooling systems. The East Las Vegas revitalization effort is focused on the development of forty (40) new construction, duplex, ownership units on the former site of a Housing Authority owned public housing project. This housing activity will further the de-concentration of public housing and addition of affordable ownership housing.

The City has also formed a partnership with the Affordable Housing Resource Center (AHRC) to create a development team to provide technical assistance to those non-profit developers who submit successful Request for Proposals for affordable housing projects. The AHRC Board is comprised of members from the financial, business, non-profit, development, government, fair housing and legal community. The combined experience and respective expertise of these Board members are used to build capacity among the non-profit, affordable housing developers to ensure the success of the selected affordable housing projects.

The Las Vegas City Council approved an ordinance in 1997 to allow Single Room Occupancy developments as a way to facilitate the construction of affordable urban units. The Neighborhood Services Department provided extensive research and analysis of the effectiveness of SRO units as evidenced by their development in the urban core of other jurisdictions. In addition, the department has provided technical assistance to non-profit developers in an effort to ensure the success of the projects. For example, A 341-unit SRO is currently under construction at 8th and Ogden streets. This project will serve low to moderate income individuals with rents based upon affordability not to exceed 30% of the tenant's gross income consistent with Nevada Housing Division Income Limits.

City staff will continue to work with the Local Initiatives Support Corporation, which provides extensive organizational and technical assistance to Community Development Corporations, such as the East Las Vegas Community Outreach Corporation, and Downtown Central Development Corporation. Technical assistance is also provided to non-profit housing organizations, including assistance in coordinating relationships with other non-profit and for-profit entities who are interested in furthering the provision of affordable housing in the City of Las Vegas.

Remove Barriers to Affordable Housing

Lack of expertise in housing issues at the local level and capacity of non-profits combined with neighborhood opposition, are formidable barriers to the development of affordable housing. The

Neighborhood Planning and Support Division of the Neighborhood Services Department will continue to offer training sessions/workshops on a quarterly basis to neighborhood associations and their members through the Neighborhood Workshop Series. The training will include, in addition to technical land use and zoning administration topics, techniques for working with developers, government entities and neighborhoods, understanding the linkage between housing and economic vitality, and how to use codes and ordinances to expand housing choice in the community.

The 15% Redevelopment Set-aside Program, initiated by the City, is helping to remove financial barriers to affordable housing units (see program description under Other Resources).

Evaluate and Reduce Lead-Based Paint Hazards

Factors which may increase lead exposure among children elsewhere in the United States do not exist with high frequency in Nevada. The U.S. Center for Disease Control asserts that children living in houses built before 1978 have a greater risk of exposure to lead-based paint; however most buildings in Nevada were built after 1978. Approximately 62% of the housing built in Las Vegas has occurred from 1980 to the present. While it appears that lead-based paint poisoning is not a large concern in Las Vegas, the Neighborhood Services Department ensures that all City owned properties are tested for lead-based paint. In addition, the City complies with the requirements of the Community Development Block Grant program regulations contained within CFR Part 570, specifically Section 570.608 entitled "Lead Based Paint". Said compliance shall include the "Prohibition against the use of lead-based paint", "Notification of hazards of lead-based paint poisoning", and "Elimination of lead-based paint hazards when CDBG funds are used to rehabilitate or purchase housing units.

Develop Institutional Structure

To respond effectively to changes in federal programming under the Welfare Reform Act, the City will continue to collaborate with County and State agencies to determine which Organization is best positioned to access and administer each federal grant opportunity, evaluate the relevancy of each opportunity to the goals and principles of this Plan and identify viable projects well in advance of grant application deadlines. The City will also identify opportunities for partnership with the County government and non-profit organizations, and will seek out potential partners as appropriate to participate in applications for federal funds. This strategy enables the City to maximize its participation in federal programs as they emerge, by developing well-conceived, competitive projects that meet identified needs, and that provide opportunities for the community to increase its access to federal grants.

Neighborhood Planning's development of neighborhood associations, particularly in lower income areas, will continue to empower residents to participate in both the preservation and revitalization of their neighborhoods. These associations will also assist in identifying needs and carrying out programs that increase the livability, viability, and vitality of their neighborhoods.

Enhance Coordination

The City of Las Vegas will continue to meet monthly with Clark County, North Las Vegas, Mesquite and Boulder City (the Consortium) to coordinate resources to best meet the needs of the entire Las Vegas Valley. The Neighborhood Services Department will continue to work with Neighborhood Associations and Community Development Corporations in order to coordinate efforts in identifying community needs, develop revitalization plans and implement improvement projects.

Foster Public Housing Improvement and Public Housing Resident Initiatives

The Housing Authority of the City of Las Vegas (LVHA) is a separate, legal entity from the City of Las Vegas. Although HUD requires this plan to include information regarding the LVHA and its programs and resources, the City of Las Vegas has no authority or control over LVHA. The City of Las Vegas has no authority or mechanism to independently verify the data provided by the LVHA in the following sections.

A majority of Section 8 rental assistance and all public housing administered by the LVHA is located in the City of Las Vegas. Residents using Section 8 vouchers may reside within Clark County, as provided under the Section 8 Memorandum of Understanding (MOU) entered into by the LVHA, the Clark County Housing Authority, and the North Las Vegas Housing Authority.

In FY97, the Las Vegas Housing Authority successfully completed all requirements of the Voluntary Compliance Agreement (VCA). The Authority also received a total score of 97.75% on the Public Housing Management Assessment program (PHMAP), and was designated as a High Performer Agency by HUD.

The following section indicates the actions and steps to be taken by the public housing authorities in FY98 to improve the management and operation of public housing, as well as the living environment of public housing residents. Public-housing residents initiatives for 1998 are also described.

Management Improvements

In FY1999, the LVHA will continue to fund security in its family and elderly developments. Security will be expanded to "roving patrols" which will be assigned to troubled areas to address criminal activity within several family developments. Additional physical security enhancements are planned at Sherman Gardens and Villa Capri with an exterior fence and limited access into both properties. Additional lighting at Villa Capri, Marble Manor will also be installed. Meetings are occurring with the Metropolitan Police Department and the City of Las Vegas to address the criminal activity on McWilliams Street, adjacent to Marble Manor. Possible solutions are the reinforcing of the fence on McWilliams Street and designation of McWilliams as a one way street.

All policies regarding admission and continued occupancy will be revised this year to address changes as a result of the new housing bill, including a five year plan for the agency which will

be developed with a resident advisory board, consisting of elected Resident Council representatives.

Public Housing Resident Initiatives

The PHA Board has adopted policies and implemented procedures to support and encourage activities in the following four areas.

Anti-drug strategy/security

- PHDEP Grant for Security expansion to address criminal activity in more family developments.
- PHDEP grant to establish Youth Sports activities sponsored by the certified Resident Councils at two family developments, Marble Manor and Vera Johnson A, including a boxing program, drill team and coed softball.
- PHDEP grant for prevention activities through several service providers, including Classroom on Wheels and the Latino Peace Officers Association.
- Continued cooperation and networking with the Metropolitan Police Department to identify and remove residents involved in criminal activity from all LVHA properties. Community Policing Officers provide written documentation of criminal activity, assist Property Managers with evictions and attend formal grievance hearings to testify on behalf of LVHA.
- Additional screening process for criminal activity has been expanded to include information regarding arrests and convictions of applicants nationwide, instead of only local convictions and arrests.

Resident participation/management

The LVHA currently has five (5) family resident councils and six (6) senior councils that are certified .

- Representatives of all Resident Council have monthly meetings with the Executive staff of LVHA, including the Executive Director, to review Commission agenda items, report on-site activities, and review management policy and procedures.
- During FY98, the LVHA initiated budget allocations to certified councils at the rate of \$15.00 per unit, an increase of \$3.00 per unit over prior fiscal years.
- Five (5) residents, chosen by the certified councils, attended the annual National Association of Resident Management conference.
- Resident representatives, a Metropolitan Community Policing Officer and a LVHA Property Manager will be attending a "Crime in Public Housing" Conference this year. The goal is to establish voluntary Resident Patrols in family properties, Marble Manor and Ernie Cragin Terrace.
- Resident Councils at Ernie Cragin Terrace, Weeks Plaza and Marble Manor are revising their HOPE I work plans to enable Resident Management and training opportunities at those properties. Meetings with Resident Councils, HUD representatives and LVHA staff are scheduled for March 1999, with target implementation of revised work plans for June 1999.

- Scattered Site residents are organizing to develop a Resident Council.

Homeownership and Self Sufficiency Opportunities

- The Family Self Sufficiency (FSS) program has been expanded to Section 8 clients. There are currently 58 active participants in the Public Housing program.
- FSS will concentrate on current clients that are either receiving TANF or that have no income. Nevada State Welfare and LVHA will enter into an Interlocal Agreement which will incorporate the FSS program into the two year Welfare to Work. NSW will attend orientations of mutual clients and make it a requirement of their program that clients attend FSS orientations.
- Program Coordinating Committee, consisting of approximately 25 service providers and agencies, meets monthly to review referrals from LVHA regarding credit repair, home buyer preparedness, budgeting, continuing education, employment opportunities, child care and transportation.

Economic Development

- Step Up program successfully completed modernization of two buildings at Sherman Gardens and the 39 units at Sartini Plaza Annex. The Step Up program employed a total of 12 residents; the majority of which became employed in the construction trades with employers other than LVHA. The program received a NAHRO National Award of Merit.
- Corporate Sponsorship and networking with private business resulted in the creation of a picnic area at Archie Grant through donations, and numerous donations during the holidays.
- Family Investment funds are being utilized to assist clients in obtaining higher, or vocational education. Clients are currently attending Clark County Community College, training to become licensed child care providers and beautician training. Funds are also utilized to purchase health, sheriff and identification cards and other requirements that enable residents to obtain employment..
- On-site service providers are targeting youth with services such as Frontier Girl Scouts, HIPPIY Sunrise, I have a future and HABLE. Services are provided with no expense to LVHA which only provides space. Services are free to LVHA residents. There are currently four on site food programs which provide breakfast and lunch six days per week to children living in LVHA communities and the surrounding areas

Other Resources

The following section describes some federal, state, and local programs that are employed to support City activities in low-income neighborhoods and for low to moderate income residents.

15% Set-Aside for Affordable Housing

In 1993, the Nevada legislature passed a statute which requires that the redevelopment agency of a city whose population is 200,000 or more set aside not less than 15% of its tax revenue "to increase, improve and preserve the number of dwelling units in the community for low-income households". The state does not restrict the investment of these funds to the redevelopment area and are available throughout the community. The City utilizes the Request For Proposal process to encourage non-profit developers and/or partnerships among both non-profit and for-profit developers to increase the City's multiple family and single family affordable housing stock.

The City of Las Vegas has allocated its 15% set-aside funds to accomplish the construction of 40 new duplex homes and 16 multiple family units in the East Las Vegas Planning Area; four new single family homes, 184 multiple family homes and the Vegas Heights in-fill housing for ownership project in the Central Planning Area. Assistance will also be rendered through the formation of support teams to assist in bringing these specific projects to successful completion.

Private Activity Bond Volume Cap

Each year, the City of Las Vegas receives a proportionate share of the State's Private Activity Bond Volume Cap (Cap) amounting to approximately \$18 million this program year. The City has utilized a portion of its Cap since the 1995-96 program year to induce private developers to build or acquire and rehabilitate multifamily affordable housing projects. The developer uses the proceeds from the sale of bonds for construction of affordable housing projects. During the 1998-99 program year the City allocated \$12.6 million toward the acquisition and rehabilitation of 395 multiple family units and 125 transitional housing units as well as new construction of 184 Senior and assisted living units.

Section 108 Loan

It is the intent of the City of Las Vegas, Nevada ("City"), to utilize U.S. Department of Housing and Urban Development Section 108 Loan funds to construct the East Las Vegas Community and Business Center ("ELVCBC") and to re-capitalize the CDBG Revolving Loan Fund ("CDBG RLF"). The City plans to write two applications to borrow 10 million dollars in Section 108 funds: one for \$8 million for the ELVCBC and one for \$2 million for the CDBG RLF. The projects will generate or retain permanent jobs, where at least 51 percent of the jobs involve the employment of low and moderate income individuals.

East Las Vegas Community & Business Center ("ELVCBC")

In 1996, the City of Las Vegas utilized a portion of its Community Development Block Grant (CDBG) allocation to construct the Rafael Rivera Community Center. Since the center opened, there has been a need for more space to provide programs for residents. In 1998, the State of Nevada deeded the National Guard Armory to the City, which is located on the southeast corner of Stewart Avenue and Eastern Avenue. The City Council determined that it wanted to build a new community center that would accommodate the program needs of its residents, and would include a theater, workshops, and other program space. In addition, the City Council desired to expand the services of the Las Vegas Business Center and its Incubator Program to help additional businesses.

The Neighborhood Services Department (NSD), in coordination with the Parks and Leisure Department, proposes the creation of an innovative, Multi-use Community Gateway/Cultural Facility for the Armory site. A community/cultural arts facility does not currently exist in East Las Vegas and is a resident identified community need. Through the East Las Vegas Community Plan process, residents and business people have identified the need for programming including senior services, cultural activities, and library services. The community has also expressed a desire for these activities to be located with one accessible facility.

The development of a high quality, attractive cultural arts and senior facility on the corner of Eastern and Stewart will improve the quality of life for those living in local neighborhoods and will revitalize the adjacent commercial areas. It will also create a sense of community, celebrate the growing Hispanic population in the area, and complete the community facilities campus environment on Stewart Avenue, which begins at Chuck Minker and continues to Rafael Rivera, Roy Martin Middle School and Hadland Park.

In addition to the Community facility, NSD plans to construct a 35,000 square foot facility which will contain an office complex and a small business incubator program. The Las Vegas Business center, which was constructed and completed in 1998 in West Las Vegas, has been so successful, that the City decided to build a second facility in East Las Vegas. The incubator will include office space for up to 25 businesses, a training center, and an incubator support program. The building will also include some limited retail space on the ground floor, for restaurants and stores that support the community facility, such as crafts, books and supplies. The program income of the facility will be used to repay the Section 108 debt.

Community Development Block Grant Revolving Loan Fund ("CDBG RLF")

The Community Development Block Grant Revolving Loan Fund (CDBG-RLF) was first established in 1985. It was used for several years to provide loans to local businesses, but was eventually discontinued in the late 1980's because of the high number of defaulted loans that were deemed in excess of an acceptable default rate. At the time the program was discontinued, the non-profit organization delegated to administer the program had difficulty tracking the loan defaults because they lacked a comprehensive tracking system and the technology to support such a system.

Following extensive staff review and implementation of necessary program revisions in early 1995, the City Council delegated its authority for loan approval to the Loan Review Committee (LRC). In 1997, the loan approval reverted back to the City Council with the LRC becoming a recommending committee. The CDBG-RLF provides public loans to facilitate the development and expansion of businesses or to rehabilitate commercial property by providing assistance to projects whose needs are not currently being met by existing financing programs.

The LRC is comprised of eleven Council appointed members from the private sector, including bankers, former loan officers, representatives from business, and business members of the CDBG targeted areas. Under the administrative plan rule, at least one banker must be present at any meeting which determines loan approval or denial. The chairman, elected by the LRC, is a banker, and has been the chairman since the program was first renewed in 1995. The expanded RLF has three distinct programs: the Economic Development program, the Loan Guarantee program and the Micro Loan program.

Economic Development Loan Program

This program utilizes Community Development Block Grant funds to provide low interest loans to businesses for the purpose of generating or retaining employment for low to moderate income residents; to help eliminate or prevent slum and blight and to help businesses stay healthy and profitable which in turn expands the City's tax base. The maximum amount of any economic development loan is \$100,000 for any one applicant or project and the minimum amount is \$10,000. Applicants must demonstrate that they have been unable to obtain funding through conventional sources, complete a business plan showing the business history and financial statements, make financial projections and complete a detailed marketing plan including affirmative marketing. At least one job must be created or retained for each \$35,000 of loan funds received. This program has already produced success stories including the realization of family owned businesses, job creation, including employment of neighborhood residents as well as business expansions.

Loan Guarantee Program

The Loan Guarantee Program helps to generate or retain employment for low to moderate income residents; to help eliminate or prevent slum and blight and to help businesses stay healthy and profitable through provision of loans of up to \$100,000 with assurances of up to 40% of the loan amount to a lending institution as an inducement to finance the project. The loan guarantee will be placed in an interest-earning account until the loan has been repaid by the borrower. This program allows the applicant to obtain a loan from a conventional lending institution within the private sector, and leverage funds.

Micro Loan Program

The Micro Loan program is specifically designed to provide loans of up to \$10,000 to micro-enterprise businesses, which are defined by the Housing and Community Development Act of 1992 as a commercial enterprise which employs five (5) or less persons, one or more of which is the owner/owners. Again, the purpose of this loan program is to generate jobs for low and moderate income residents and assist persons in establishing, stabilizing or expanding micro-enterprise businesses within the City.

In prior years, the City of Las Vegas received two grants from the US Department of Commerce, Economic Development Administration (EDA). One grant was for the purpose of starting an economic development revolving loan fund. The other grant, titled a "public works project" grant was to fund the building of the original Las Vegas Business Center. The original "EDA - RLF" grant for \$346,000 from 1983 has now "revolved" into a second and third generation. The minimum individual loan amount is \$5,000 and the maximum amount is \$75,000.

The original "public works" grant in 1987 was used to build the Las Vegas Business Center, which was destroyed during the civil unrest following the Rodney King verdict in 1992. Because the building was originally funded through an EDA grant, the insurance proceeds were deposited in the City's EDA grants fund account with interest credited quarterly. By combining \$492,961 from this account with funding from CDBG, the Business Center was rebuilt. The new business center is located in the City's Enterprise Park, a 75-acre business park on the northwest corner of Martin Luther King Boulevard and Vegas Drive. The equipment, contents, and other related costs were subsidized by a \$300,000 grant from Wells Fargo Bank and a \$400,000 grant from the Southern Nevada Enterprise Community.

The Business Center reopened on February 2, 1998, and currently houses 6 business tenants and 20 Incubator tenants. The Business Incubator program provides small businesses with office space, training workshops, and small business counseling. The Industrial Incubator Program provides storage units and support for companies while the Incubator Without Walls Program provides businesses with support and education. The Business Center has generated 69 jobs to date and should generate up to 90 jobs by the end FY98.

The Weather Shelter Program

In 1989 the City authorized, by law, funds to be made available for the provision of shelter services to the homeless within the jurisdictional boundaries of the City.

The Weather Shelter funds are made available to the three primary providers of emergency shelter services that operate weather shelter programs for homeless men, women and children. The providers who receive these funds are Catholic Charities of Southern Nevada, The Shade Tree, and Salvation Army. Homeless persons seeking shelter are not limited to a maximum stay during periods of extreme cold or heat and are not required to leave the provider's shelter before 7:00 a.m. The shelters are made available for nighttime and daytime use during extreme cold or heat. The allocation of these special revenue funds for 1999-2000 is \$200,000.

Supportive Housing Program - Continuum of Care

The City of Las Vegas is the recipient of a three-year, competitive, HUD Supportive Housing Program (SHP) grant. The sub-recipient of the grant is St. Vincent de Paul (S.V.D.P.) Management which operates MASH, the Mobilized Assistance and Shelter for the Homeless. This shelter was constructed utilizing \$2.5 million of City of Las Vegas Redevelopment Agency funds and \$2.5 million of Clark County CDBG funds. MASH is designed to consolidate services for the homeless at one accessible place, creating a one-stop service center. S.V.D.P. operates MASH with an annual \$500,000 City of Las Vegas General Fund contribution and the SHP grant, which expired in February this year. SVDP has received a one year renewal in the amount of \$763,809 to continue operation of its MASH transitional living and crisis intervention center. This 300 bed facility offers short and long term transitional housing and supportive services to homeless families (180 beds) and single women (120 beds).

Catholic Charities received a 3 year grant in the amount of \$585,102 for supportive services to be used at an 80 unit Single Room Occupancy, transitional housing, development for single adults. Sixty of the units will be dedicated to homeless veterans with the remaining twenty for all other homeless sub populations.

The Salvation Army received a three year grant in the amount of \$899,607 to continue operation of their Safe Haven Transitional Housing project with supportive services specifically for the severely mentally ill, homeless sub population. The shelter provides 25 beds divided between two buildings, 14 beds for men and 11 beds for women. This program is unique, in that it offers shelter with no programmatic strings attached, but has the ability to offer services once a level of trust has been established with the clients.

The Women's Development Center received a two year grant in the amount of \$231,752 to assist homeless families make the move from either emergency shelter or transitional housing to permanent housing through provision of payments for first month's rent, security and cleaning deposits, furniture, back utilities and deposits.. The housing units affected are able to assist 8 families at a time, and served 45 families in FY96.

Housing Rehabilitation Programs

The City of Las Vegas administers a Residential Rehabilitation Assistance Program which is designed to:

1. upgrade substandard residential owner-occupied homes and rental housing;
2. revitalize declining areas and help stabilize neighborhoods moving towards decline;
3. meet federal Americans With Disabilities Act (ADA) requirements.

Rehabilitation may be completed on single-family owner occupied units including mobile homes, residential rental units or for emergency reasons. Residential rehabilitation addresses deferred maintenance affecting the health and safety of the occupants. Repairs to roofing, electrical wiring, plumbing, heating and air conditioning and handicap accessibility allows lower

income households to continue to maintain otherwise affordable housing. Households earning less than 50% of the Area Median Income may qualify for a grant providing rehabilitation costs do not exceed \$5,000. Those households earning more than 50% but less than 80% of Area Median Income may qualify for a loan. The programs offered include various financial assistance categories specifically designed to meet different levels of income and family characteristics. These programs have been devised to provide assistance in achieving the rehabilitation of substandard structures located within the City limits with emphasis on low income census tracts. Nineteen homes have been rehabilitated through the Housing Rehabilitation program as of March and anticipates completion of eleven more by the end of the program year. Due to the varying degree of rehabilitation needs, it is difficult to estimate the number of units the City will serve in a program year. Therefore, the goal will remain at 40 households during the 1999-2000 program year based on this year's experience.

Leveraging

The Neighborhood Services Department uses various funding sources to leverage federal formula funding sources. For example, the Low Income Housing Trust Fund (LIHTF) is used as a matching fund for HOME Investment Partnerships program funds. In addition, the City uses 15% Redevelopment Set-Aside Program funds and Private Activity Bond Volume Cap funds to leverage the total funding for affordable housing projects. These programs are defined in more detail under the Other Resources section. The Neighborhood Services Department continues to work with the Local Initiatives Support Corporation, Community Development Corporations, Affordable Housing Resource Center and Neighborhood Associations to encourage partnerships between non-profits, for-profits and the community to enhance the federal formula funds to the greatest extent possible.

Citizen Participation

To ensure Citizen Participation in the Action Plan process, the City of Las Vegas sponsored five "Community Needs and Priorities Review" public meetings in October and November of 1998. These meetings were advertised in both English and Spanish, in several local newspapers, and notices were mailed to residents living in lower-income neighborhoods. A summary of community priorities, garnered from the public meetings, is listed in (Figure 21). Projects or programs which attempted to meet one or more of the community priorities received higher consideration by the Community Development Recommending Board (CDRB).

Selection Process

The Community Development Recommending Board (CDRB) is a 27-member citizen's advisory group, appointed by the Mayor and City Council. Its members are appointed to represent the concerns and opinions of the community in advising the City of Las Vegas on the allocation of Community Development Block Grant Program (CDBG), HOME Investment Partnership Program (HOME) funds and Housing Opportunities for Persons With AIDS (HOPWA) programs. The members selected represent target neighborhoods and populations, including low-income, disabled, minorities, elderly and the community at large.

The application-selection process consists of two stages: (1) threshold review, and (2) project rating and selection. During the threshold review, Neighborhood Services staff screen all applications for eligibility and completeness, without awarding points. An application must meet all of the threshold-review requirements to progress to the second stage of the selection process. The project rating and selection process, stage two, is conducted by the CDRB using point ranking criteria, applicant interviews and group discussion to reach a consensus on funding.

The Community Housing Resources Advisory Committee (CHRAC) is comprised of up to twenty-six (26) members from throughout the Las Vegas community, including private non-profit organizations, financial institutions and businesses, government agencies, and persons who represent the homeless. The City of Las Vegas and the Clark County Commission each appoint six representatives. Together, they appoint fourteen representatives from various government agencies. The Committee is responsible for providing funding recommendations to the Las Vegas City Council for the Emergency Shelter Grant (ESG).

Approval Process

The following summarizes the specifics of the 1999 Funding Application Process:

- The CDRB reviewed 58 applications for 1999 CDBG funding. The thirty-two projects recommended for funding were approved by the Las Vegas City Council on March 8, 1999.
- The CDRB reviewed 7 applications for 1999 HOME funding. The Six projects recommended for funding were approved by the Las Vegas City Council on March 8, 1999.
- The Community Housing Resource Advisory Committee (CHRAC) reviewed 11 applications for 1999 ESG funding. The eleven projects recommended for funding were approved by the Las Vegas City Council on March 8, 1999.
- A Public Notice of HOPWA Grant Application availability was published in several papers in Las Vegas/Clark County, Nye County, and Mohave County during November 1998. The CDRB reviewed 10 HOPWA applications. The ten projects recommended for funding were approved by the Las Vegas City Council at the public hearing on March 8, 1999.

All meetings of the CDRB, CHRAC, and City Council are open to the public and posted accordingly. A public hearing was held at the Las Vegas City Council May 10, 1999 meeting to hear comments on the draft 1999 Action Plan. Comments are summarized with responses in Appendix __. (To be completed after public comment period)

Figure 21
1999 Community Identified Priorities

West Las Vegas	Downtown
West Las Vegas Meeting of October 29, 1998	Downtown Meeting of November 3 & 5, 1998
1. Housing opportunities for the handicapped. 2. Youth Activities 3. Job creation programs and entrepreneurial opportunities 4. Computer centers with Internet and current software. 5. Park facility lighting improvements 6. Mobile medical unit	1. Police Bike Patrols To Stop Drug Activity, Prostitution, Seniors Being Attacked 2. Code Enforcement 3. Single Family And Multiplex Rehabilitation (particularly Robert Gordon Senior Housing Rehabilitation) 4. Wall At Bonanza Rd. Across From Dula (for security and child safety) 5. Homeless Problem At 10th And Linden 6. Employment Training 7. Life Skills Training (GED) 8. Transitional Housing 9. Affordable Housing 10. Parks 11. Child Care 12. Bike Patrols Intergovernmental Cooperation And Coordination
East Las Vegas	Meadows Village
East Las Vegas Meeting of October 27, 1998	Meadows Village Meeting of November 4, 1998
1. Mobile kiosk for Spanish books. 2. Citizenship programs. 3. Cultural center to include theater, business development and senior citizen services 4. ESL classes. 5. Mobile health clinic. 6. Housing rehabilitation. 7. Counseling services.	1. Continuation of ESL classes (increased class schedules and Saturday classes). 2. Improved parking for Stupak Community Center. 3. Provide Bilingual Vocational Classes at Stupak (i.e. plumbing, carpentry) 4. Mobile medical services. 5. Expansion of computer classes and increased computers. 6. Increase selection of books offered in library. 7. Continuation of Youth Together Program. 8. Increased security services.

Insert
Figure 22
Annual Funding Plan Summary

**U.S. Department of Housing & Urban Development
CPD Consolidated Plan
Listing of Proposed Projects**

Project ID/ Local ID	Project Title/Priority/ Objective/Description	HUD Matrix Code/Title/ Citation/Accomplishments	Funding Sources	
0033	AFAN - Housing Financial Assistance & Referral	05S Rental Housing Subsidies (tenant-based rental assistance)	CDBG	\$ 0
			ESG	\$ 0
W-1004	Homeless & HIV/AIDS		HOME	\$ 0
		570.204	HOPWA	\$ 481,500
	Provide housing assistance to persons living with HIV and AIDS in the form of direct financial assistance for short-term (up to 12 months) rental and mortgage payment assistance, financial assistance with other housing related costs, housing referrals and support services. The intent is to help stabilize the lives of persons living with HIV and assist them in becoming more self-sufficient, thus reducing the incidence of homelessness.	1909 Persons with HIV/AIDS	TOTAL	\$ 481,500
			Other Funding	
			Private Contributions	\$ 96,000
			Ryan White Grant	\$ 204,000
			Total Other Funding	\$ 300,000

Help the Homeless? No Start Date: 07/01/99
Help those with HIV or AIDS? Yes Completion Date: 06/30/00

Eligibility:
Subrecipient: Subrecipient Private 570.500(c)
Location(s): Addresses

2300 S. Rancho Road, Ste. 211, Las Vegas, NV 89102

**U.S. Department of Housing & Urban Development
CPD Consolidated Plan
Listing of Proposed Projects**

Project ID/ Local ID	Project Title/Priority/ Objective/Description	HUD Matrix Code/Title/ Citation/Accomplishments	Funding Sources	
0001	Aid for AIDS of Nevada	03S Facilities for AIDS Patients (not operating costs)	CDBG	\$ 10,000
			ESG	\$ 0
	Special Needs/Non-Homeless		HOME	\$ 0
		570.201(c)	HOPWA	\$ 0
	Provide services to individuals and families living with HIV and AIDS in Southern Nevada. Services include: Daily hot lunch, food pantry program, client education for AIDS prevention, support groups, social activities and arts and crafts. The funds will be used to rehabilitate 1,200 square feet of additional office space within the existing building to allow for the relocation of the Community room, kitchen and food pantry.	1909 Persons with HIV/AIDS	TOTAL	\$ 10,000
			Other Funding	
			Applicant Contribution	\$ 2,000
			Private Contribution	\$ 23,000
			Total Other Funding	\$ 25,000

Help the Homeless? No Start Date: 07/01/99
Help those with HIV or AIDS? Yes Completion Date: 06/30/00

Eligibility: 570.208(a)(2) - Low / Mod Limited Clientele
Subrecipient: Subrecipient Private 570.500(c)
Location(s): Addresses

2300 S. Rancho Road, Ste. 211, Las Vegas, NV 89102

**U.S. Department of Housing & Urban Development
CPD Consolidated Plan
Listing of Proposed Projects**

Project ID/ Local ID	Project Title/Priority/ Objective/Description	HUD Matrix Code/Title/ Citation/Accomplishments	Funding Sources	
0003	Brinley Community School Association	05L Child Care Services	CDBG	\$ 40,000
			ESG	\$ 0
WF0169	Youth Programs	570.201(e)	HOME	\$ 0
			HOPWA	\$ 0
		60 Youth		
	Safekey is an existing before and after school recreation enrichment program providing activities to children in grades Kindergarten through eighth including sports and fitness, arts and crafts, music and drama, games, special events and homework assistance. The funds will be used to pay for operating expenses including a portion of the salaries, supplies, training, snacks and indirect costs.		Prior Funding	
			CDBG	\$ 25,000
			TOTAL	\$ 65,000
			Other Funding	
			Applicant Contribution	\$ 3,372
			Local Contribution	\$ 65,900
			State Contribution	\$ 2,000
			Total Other Funding	\$ 71,272
Help the Homeless?	No	Start Date: 07/01/99		
Help those with HIV or AIDS?	No	Completion Date: 06/30/00		
Eligibility:	570.208(a)(1) - Low / Mod Area			
Subrecipient:	Subrecipient Private 570.500(c)			
Location(s):	Addresses			
6150 Smoke Ranch Road, Las Vegas, NV 89108				

**U.S. Department of Housing & Urban Development
CPD Consolidated Plan
Listing of Proposed Projects**

Project ID/ Local ID	Project Title/Priority/ Objective/Description	HUD Matrix Code/Title/ Citation/Accomplishments	Funding Sources	
0043	Catholic Charities of Southern Nevada - Social Services	03T Operating Costs of Homeless/AIDS Patients Programs	CDBG	\$ 0
	Homeless & HIV/AIDS	570.201(e)	ESG	\$ 35,000
			HOME	\$ 0
			HOPWA	\$ 0
	Provide direct assistance to persons to prevent them from becoming homeless including employment cards, rent payment to avoid eviction, and financial assistance to cover move-in costs for homeless families obtaining housing. The funds will be used to pay for the above noted direct assistance.	670 Persons at Risk of Homelessness TOTAL		\$ 35,000
			Other Funding	
			Applicant Contribution	\$ 72,000
			FEMA	\$ 59,000
			Private Contributions	\$ 25,000
			Program Service Fees	\$ 60,000
			United Way	\$ 30,000
			Total Other Funding	\$ 246,000
Help the Homeless?	Yes	Start Date: 07/01/99		
Help those with HIV or AIDS?	No	Completion Date: 06/30/00		
Eligibility:				
Subrecipient:	Subrecipient Private 570.500(c)			
Location(s):	Addresses			
808 S. Main Street, Las Vegas, NV 89101				

**U.S. Department of Housing & Urban Development
CPD Consolidated Plan
Listing of Proposed Projects**

Project ID/ Local ID	Project Title/Priority/ Objective/Description	HUD Matrix Code/Title/ Citation/Accomplishments	Funding Sources	
0004	Christmas In April	14A Rehab; Single-Unit Residential	CDBG	\$ 100,000
			ESG	\$ 0
WF0235	Housing	570.202	HOME	\$ 0
			HOPWA	\$ 0
		35 Elderly Households		
	Provide rehabilitation and preservation of housing units for low income residents in order to address the need for safe and secure housing for those unable to make repairs due to disabilities or financial conditions beyond their control. The funds will be used to pay in part for salaries, professional services and rehabilitation activities.		Prior Funding	
			CDBG	\$ 27,953
			TOTAL	\$ 127,953
			Other Funding	
			Clark County	\$ 80,000
			Applicant Contribution	\$ 225,500
			Private Contribution	\$ 20,000
			Total Other Funding	\$ 325,500
Help the Homeless?	No	Start Date: 07/01/99		
Help those with HIV or AIDS?	No	Completion Date: 06/30/00		
Eligibility:	570.208(a)(3) - Low / Mod Housing			
Subrecipient:	Subrecipient Private 570.500(c)			
Location(s):	Community Wide			

**U.S. Department of Housing & Urban Development
CPD Consolidated Plan
Listing of Proposed Projects**

Project ID/ Local ID	Project Title/Priority/ Objective/Description	HUD Matrix Code/Title/ Citation/Accomplishments	Funding Sources	
0005	City of Las Vegas - leisure Services Dept Recreation Program	05D Youth Services	CDBG	\$ 76,000
			ESG	\$ 0
1189; WF0185; WF		570.201(e)	HOME	\$ 0
	Youth Programs		HOPWA	\$ 0
		2000 Youth		
	Provide scholarships to qualified families and individuals to allow them to participate in any of the recreational classes, leagues, track break, fitness, tutoring, parent mentoring, field trips, service projects, and other programs aimed at involving youth in positive, interesting activities including the Youth Together Program, Track Break, basketball and soccer leagues. The funds will be used in part for salaries, operating supplies, office equipment, and scholarships.		Prior Funding	
			CDBG	\$ 90,000
			TOTAL	\$ 166,000
			Other Funding	
			City Las Vegas Dept. of Leisure Services	\$ 142,649
			Total Other Funding	\$ 142,649

Help the Homeless?
Help those with HIV or AIDS?

No
No

Start Date: 07/01/99
Completion Date: 06/30/00

Eligibility:
Subrecipient:
Location(s):

570.208(a)(2) - Low / Mod Limited Clientele
Subrecipient Public 570.500(c)
Community Wide

**U.S. Department of Housing & Urban Development
CPD Consolidated Plan
Listing of Proposed Projects**

Project ID/ Local ID	Project Title/Priority/ Objective/Description	HUD Matrix Code/Title/ Citation/Accomplishments	Funding Sources	
0006	City of Las Vegas Leisure Services Dept Performing Arts Camp	05D Youth Services	CDBG	\$ 14,000
			ESG	\$ 0
		570.201(e)	HOME	\$ 0
	Youth Programs		HOPWA	\$ 0
		50 Youth		
			TOTAL	\$ 14,000
	Provide 50 scholarships for 50 qualified students to allow them to participate in an eight week summer camp where they will experience cultural and performing arts training complemented by educational field trips Intended to teach life skills. The funds will be used to pay for in part salaries, food, park entry fees and transportation; and all of the scholarship and supply costs.		Other Funding	
			City Las Vegas Leisure Serv Dept.	\$ 42,384
			Dept. of Agriculture Food Program	\$ 8,400
			Total Other Funding	\$ 50,784

Help the Homeless? No Start Date: 07/01/99
Help those with HIV or AIDS? No Completion Date: 06/30/00

Eligibility: 570.208(a)(2) - Low / Mod Limited Clientele
Subrecipient: Subrecipient Public 570.500(c)
Location(s): Community Wide

**U.S. Department of Housing & Urban Development
CPD Consolidated Plan
Listing of Proposed Projects**

Project ID/ Local ID	Project Title/Priority/ Objective/Description	HUD Matrix Code/Title/ Citation/Accomplishments	Funding Sources	
0007	Clark County Legal Services	01 Acquisition of Real Property	CDBG	\$ 300,000
			ESG	\$ 0
	Public Facilities	570.201(a)	HOME	\$ 0
			HOPWA	\$ 0
		2000 People (General)		
	Provide free legal counsel, advice, and representation to low income residents. Funds will be used to acquire and rehabilitate an existing downtown facility to house the Clark County Legal Services allowing this agency to reduce their fixed lease costs and remain within close proximity of the five courts as well as maintain client accessibility.		TOTAL	\$ 300,000
			Other Funding	
			Applicant Contribution	\$ 400,000
			Private Contributions	\$ 500,000
			Total Other Funding	\$ 900,000

Help the Homeless? No Start Date: 07/01/99
Help those with HIV or AIDS? No Completion Date: 06/30/00

Eligibility: 570.208(a)(2) - Low / Mod Limited Clientele
Subrecipient: Subrecipient Private 570.500(c)
Location(s): Addresses

800 S. 8th Street, Las Vegas, NV 89101

**U.S. Department of Housing & Urban Development
CPD Consolidated Plan
Listing of Proposed Projects**

Project ID/ Local ID	Project Title/Priority/ Objective/Description	HUD Matrix Code/Title/ Citation/Accomplishments	Funding Sources	
0008	Classroom On Wheels	05D Youth Services	CDBG	\$ 44,000
			ESG	\$ 0
WF0171	Youth Programs	570.201(e)	HOME	\$ 0
			HOPWA	\$ 0
		36 Youth		
	Provides preschool instruction to at-risk preschool aged children via school busses remodeled into classrooms. The classes are offered twice weekly within census tracts 4.0 and 2.02 (14th and Linden and Meadows areas). Instruction includes bilingual education and parenting classes consisting of 7,222 hours of instruction to 36 preschool aged children and 720 hours of instruction to 36 sets of parents.		Prior Funding	
			CDBG	\$ 33,000
			TOTAL	\$ 77,000
			Other Funding	
			Clark County	\$ 60,640
			Total Other Funding	\$ 60,640

Help the Homeless? No Start Date: 07/01/99
Help those with HIV or AIDS? No Completion Date: 06/30/00

Eligibility: 570.208(a)(2) - Low / Mod Limited Clientele
Subrecipient: Subrecipient Private 570.500(c)
Location(s): CT & BG's

CT: 000400 BG: 0 County: 32003
CT: 000202 BG: 0 County: 32003

**U.S. Department of Housing & Urban Development
CPD Consolidated Plan
Listing of Proposed Projects**

Project ID/ Local ID	Project Title/Priority/ Objective/Description	HUD Matrix Code/Title/ Citation/Accomplishments	Funding Sources	
0055	Community Development Block Grant Administration	21A General Program Administration	CDBG	\$ 744,800
			ESG	\$ 0
	Planning & Administration	570.206	HOME	\$ 0
			HOPWA	\$ 0
		450000 People (General)		
	Provides funding for costs related to project management and monitoring of the CDBG program.		TOTAL	\$ 744,800
			Total Other Funding	\$ 0

Help the Homeless?
Help those with HIV or AIDS?

No
No

Start Date: 07/01/99
Completion Date: 06/30/00

Eligibility:

Subrecipient:

Local Government

Location(s):

N/A

**U.S. Department of Housing & Urban Development
CPD Consolidated Plan
Listing of Proposed Projects**

Project ID/ Local ID	Project Title/Priority/ Objective/Description	HUD Matrix Code/Title/ Citation/Accomplishments	Funding Sources	
0009	Community Food Bank of Clark County	05 Public Services (General)	CDBG	\$ 40,000
			ESG	\$ 0
WF0172	Public Services	570.201(e)	HOME	\$ 0
		30000 People (General)	HOPWA	\$ 0
	Provide food to charitable organizations who feed the poor, to support other supplemental food programs, to ensure that people who need food are fed and to reduce the incidence of wasted edible food. The funds will be used to pay in part salaries, purchase of a floor scale and portable refrigerator to transport perishable food items.		Prior Funding	
			CDBG	\$ 40,000
			TOTAL	\$ 80,000
			Other Funding	
			City of North Las Vegas	\$ 30,000
			Clark County	\$ 40,000
			Corporate Grants	\$ 45,000
			FEMA	\$ 80,000
			Fund Raising	\$ 45,000
			Shared Maintenance Fees	\$ 120,000
			United Way	\$ 60,000
			Total Other Funding	\$ 420,000
Help the Homeless?	No	Start Date: 07/01/99		
Help those with HIV or AIDS?	No	Completion Date: 06/30/00		
Eligibility:	570.208(a)(2) - Low / Mod Limited Clientele			
Subrecipient:	Subrecipient Private 570.500(c)			
Location(s):	Community Wide			

**U.S. Department of Housing & Urban Development
CPD Consolidated Plan
Listing of Proposed Projects**

Project ID/ Local ID	Project Title/Priority/ Objective/Description	HUD Matrix Code/Title/ Citation/Accomplishments	Funding Sources	
0058	Dexter Senior Center	03A Senior Centers	CDBG	\$ 150,000
			ESG	\$ 0
	Public Facilities	570.201(c)	HOME	\$ 0
		18000 Elderly	HOPWA	\$ 0
	Neighborhood Senior Citizen Center with classrooms, activity room, meeting/multi-purpose room, storage area, rest rooms, ceramics studios and office as well as full kitchen and wood shop. This facility will provide a location for Senior Citizen programming where currently no such facility or programs exist within a seven mile radius.		TOTAL	\$ 150,000
			Total Other Funding	\$ 0

Help the Homeless? No Start Date: 07/01/99
 Help those with HIV or AIDS? No Completion Date: 06/30/00

Eligibility: 570.208(a)(2) - Low / Mod Limited Clientele
 Subrecipient: Local Government
 Location(s): Addresses

801 Upland, Las Vegas, NV 89107

**U.S. Department of Housing & Urban Development
CPD Consolidated Plan
Listing of Proposed Projects**

Project ID/ Local ID	Project Title/Priority/ Objective/Description	HUD Matrix Code/Title/ Citation/Accomplishments	Funding Sources	
0059	Economic Development and Technical Assistance	18B ED Technical Assistance	CDBG	\$ 75,000
			ESG	\$ 0
	Economic Development	570.203(b)	HOME	\$ 0
			HOPWA	\$ 0
		6 Businesses		
	Funding for costs related to Technical Assistance provided to small businesses as part of Revolving Loan Fund program. Applicants are given a wide range of assistance toward completion of their applications and realization of their business goals including help with business plans, financial projections and marketing plans.		TOTAL	\$ 75,000
			Total Other Funding	\$ 0

Help the Homeless?	No	Start Date: 07/01/99
Help those with HIV or AIDS?	No	Completion Date: 06/30/00
Eligibility:	570.208(a)(4) - Low / Mod Jobs	
Subrecipient:	Local Government	
Location(s):	Community Wide	

**U.S. Department of Housing & Urban Development
CPD Consolidated Plan
Listing of Proposed Projects**

Project ID/ Local ID	Project Title/Priority/ Objective/Description	HUD Matrix Code/Title/ Citation/Accomplishments	Funding Sources

0044	Economic Opportunity Board - Project HOME	03T Operating Costs of Homeless/AIDS Patients Programs	CDBG \$ 0 ESG \$ 70,000 HOME \$ 0 HOPWA \$ 0
	Homeless & HIV/AIDS	570.201(e)	

Provide continuum of housing options to homeless persons 2625 Persons who are Homeless and families including homeless prevention, permanent affordable rental housing and first time homebuyer assistance. Child care and transportation are offered when needed to maintain or seek employment as well as budgeting and vocational skills training. Families are required to participate in a savings program with the intent of attaining permanent housing. The funds will be used to pay a portion of the salaries for the following staff: two Family Service Worker II, one Program Assistant and one Homeless Coordinator as well as a portion of travel costs, utilities and direct assistance to clients.

Prior Funding	
ESG	\$ 70,000
TOTAL	\$ 140,000

Other Funding	
Community Services Block Grant	\$ 102,964
Applicant Contribution	\$ 35,080
FEMA & SHP	\$ 287,036
Private Contributions	\$ 22,500
Program Revenues	\$ 24,014
Total Other Funding	\$ 471,594

Help the Homeless?	Yes	Start Date: 07/01/99
Help those with HIV or AIDS?	No	Completion Date: 06/30/00

Eligibility:
Subrecipient: Subrecipient Private 570.500(c)
Location(s): Addresses

330 W. Washington Avenue, Ste. 7, Las Vegas, NV 89106

**U.S. Department of Housing & Urban Development
CPD Consolidated Plan
Listing of Proposed Projects**

Project ID/ Local ID	Project Title/Priority/ Objective/Description	HUD Matrix Code/Title/ Citation/Accomplishments	Funding Sources	
0010	Economic Opportunity Board of Clark County	03A Senior Centers	CDBG	\$ 38,000
			ESG	\$ 0
WF0223	Special Needs/Non-Homeless	570.201(c)	HOME	\$ 0
		400 Elderly	HOPWA	\$ 0
	To install a new roof, ceiling tile, carpeting, furniture, and doors at the Hollyhock Adult Day Care Center to prevent future water damage from rain and complete improvements to this facility which serves 400 low income seniors annually and provides group support services to families of these impaired adults. The funds will be used solely on the rehabilitation activities.		Prior Funding CDBG	\$ 104,657
			TOTAL	\$ 142,657
			Total Other Funding	\$ 0

Help the Homeless? No Start Date: 07/01/99
Help those with HIV or AIDS? No Completion Date: 06/30/00

Eligibility: 570.208(a)(2) - Low / Mod Limited Clientele
Subrecipient: Subrecipient Private 570.500(c)
Location(s): Addresses

380 North Maryland Parkway, Las Vegas, NV 89101

**U.S. Department of Housing & Urban Development
CPD Consolidated Plan :
Listing of Proposed Projects**

Project ID/ Local ID	Project Title/Priority/ Objective/Description	HUD Matrix Code/Title/ Citation/Accomplishments	Funding Sources	
0062	Fair Housing Administration	21D Fair Housing Activities (subject to 20% Admin cap)	CDBG	\$ 60,000
			ESG	\$ 0
	Housing		HOME	\$ 0
		570.206	HOPWA	\$ 0
	Funds are used to pay staff salaries for the Nevada Fair Housing Center to continue operations. The center provides education to the community regarding fair housing issues as well as counseling for residents.	300 People (General)	TOTAL	\$ 60,000
			Total Other Funding	\$ 0

Help the Homeless? No
Help those with HIV or AIDS? No

Start Date: 07/01/99
Completion Date: 06/30/00

Eligibility: 570.208(a)(2) - Low / Mod Limited Clientele
Subrecipient: Subrecipient Private 570.500(c)
Location(s): Community Wide

**U.S. Department of Housing & Urban Development
CPD Consolidated Plan
Listing of Proposed Projects**

Project ID/ Local ID	Project Title/Priority/ Objective/Description	HUD Matrix Code/Title/ Citation/Accomplishments	Funding Sources	
0011	Family Cabinet, Inc.	05 Public Services (General)	CDBG	\$ 68,000
			ESG	\$ 0
WF0173	Public Services	570.201(e)	HOME	\$ 0
			HOPWA	\$ 0
		200 People (General)		
	Provide basic ESL instruction to allow individuals the opportunity to empower themselves for professional and personal development		Prior Funding	
			CDBG	\$ 68,000
			TOTAL	\$ 136,000
			Total Other Funding	\$ 0

Help the Homeless? No
Help those with HIV or AIDS? No

Start Date: 07/01/99
Completion Date: 06/30/00

Eligibility: 570.208(a)(2) - Low / Mod Limited Clientele
Subrecipient: Subrecipient Private 570.500(c)
Location(s): Addresses

300 W. Boston Avenue, Las Vegas, NV 89102

**U.S. Department of Housing & Urban Development
CPD Consolidated Plan
Listing of Proposed Projects**

Project ID/ Local ID	Project Title/Priority/ Objective/Description	HUD Matrix Code/Title/ Citation/Accomplishments	Funding Sources	
0042	Golden Rainbow - Emergency Assistance Program	03T Operating Costs of Homeless/AIDS Patients Programs	CDBG	\$ 0
			ESG	\$ 0
1092	Homeless & HIV/AIDS	570.201(e)	HOME	\$ 0
			HOPWA	\$ 85,000
	Provide financial assistance to infected and affected people living with HIV/AIDS including payment of rent/mortgage to prevent eviction and homelessness, essential utilities to prevent shut off of services, medication and health services and in extreme circumstances continue insurance coverage. The funds will be use to pay a portion of the administrative expenses, housing assistance, supportive services, housing rehabilitation and salary for an office assistant.	200 Persons with HIV/AIDS	TOTAL	\$ 85,000
			Other Funding	
			Applicant Contribution	\$ 110,000
			Total Other Funding	\$ 110,000

Help the Homeless? No Start Date: 07/01/99
Help those with HIV or AIDS? Yes Completion Date: 06/30/00

Eligibility:
Subrecipient: Subrecipient Private 570.500(c)
Location(s): Addresses

1111 Desert Lane, Las Vegas, NV 89102

**U.S. Department of Housing & Urban Development
CPD Consolidated Plan
Listing of Proposed Projects**

Project ID/ Local ID	Project Title/Priority/ Objective/Description	HUD Matrix Code/Title/ Citation/Accomplishments	Funding Sources	
0012	HABLE	05 Public Services (General)	CDBG	\$ 54,638
			ESG	\$ 0
WF0175	Public Services	570.201(e)	HOME	\$ 0
			HOPWA	\$ 0
		6000 People (General)		
	Provide ESL instruction, youth tutorial services, gang intervention program, referral services and parent mentoring services to allow individuals to improve employment, education and family opportunities and conditions. The funds will be used to pay in part for salaries, operating supplies, professional and supportive services, office equipment and indirect costs.		Prior Funding	
			CDBG	\$ 45,000
			TOTAL	\$ 99,638
			Other Funding	
			Clark County	\$ 55,000
			Total Other Funding	\$ 55,000

Help the Homeless? No Start Date: 07/01/99
Help those with HIV or AIDS? No Completion Date: 06/30/00

Eligibility: 570.208(a)(2) - Low / Mod Limited Clientele
Subrecipient: Subrecipient Private 570.500(c)
Location(s): Addresses

95 N. 28th Street, Las Vegas, NV 89101

**U.S. Department of Housing & Urban Development
CPD Consolidated Plan
Listing of Proposed Projects**

Project ID/ Local ID	Project Title/Priority/ Objective/Description	HUD Matrix Code/Title/ Citation/Accomplishments	Funding Sources	
0013	HELP of Southern Nevada	05 Public Services (General)	CDBG	\$ 25,300
			ESG	\$ 0
1177	Public Services	570.201(e)	HOME	\$ 0
			HOPWA	\$ 0
		16000 People (General)		
	Provide outreach and referral to appropriate agencies for persons in need of services including rental assistance, gas, bus token, food and clothing vouchers, as well as home weatherization or employment programs to allow persons to become self sufficient. The funds will be used to pay in part for salaries, operating supplies, professional and supportive services and office equipment.		Prior Funding CDBG	\$ 25,000
			TOTAL	\$ 50,300
			Other Funding	
			Applicant Contribution	\$ 43,684
			ESG & FEMA	\$ 9,650
			Local	\$ 50,000
			Private Contributions	\$ 35,500
			Total Other Funding	\$ 138,834
Help the Homeless?	No	Start Date: 07/01/99		
Help those with HIV or AIDS?	No	Completion Date: 06/30/00		
Eligibility:	570.208(a)(2) - Low / Mod Limited Clientele			
Subrecipient:	Subrecipient Private 570.500(c)			
Location(s):	Community Wide			

**U.S. Department of Housing & Urban Development
CPD Consolidated Plan
Listing of Proposed Projects**

Project ID/ Local ID	Project Title/Priority/ Objective/Description	HUD Matrix Code/Title/ Citation/Accomplishments	Funding Sources

0037	HELP of Southern Nevada - Emergency Resource Services	03T Operating Costs of Homeless/AIDS Patients Programs	CDBG \$ 0 ESG \$ 0
WF1007	Homeless & HIV/AIDS	570.201(e)	HOME \$ 0 HOPWA \$ 7,500
	Provide referrals to services, direct services including food, toys for children during Christmas, rental assistance, travelers aid, bus tokens, gas vouchers, and employment training programs, sheriff's cards and health cards. The funds will be used to pay in part for an Emergency Resource Specialist III staff person, and supportive services.	276 Persons with HIV/AIDS	Prior Funding HOPWA \$ 5,000
			TOTAL \$ 12,500
			Other Funding
			CDBG \$ 25,300
			ESG \$ 5,250
			HELP \$ 41,184
			Private Contributions \$ 35,500
			Total Other Funding \$ 107,234

Help the Homeless? No
Help those with HIV or AIDS? Yes

Start Date: 07/01/99
Completion Date: 06/30/00

Eligibility:
Subrecipient: Subrecipient Private 570.500(c)
Location(s): Addresses

953-35B E. Sahara Avenue, Ste. 208, Las Vegas, NV 89104

**U.S. Department of Housing & Urban Development
CPD Consolidated Plan
Listing of Proposed Projects**

Project ID/ Local ID	Project Title/Priority/ Objective/Description	HUD Matrix Code/Title/ Citation/Accomplishments	Funding Sources	

0045	HELP of Southern Nevada - Emergency Resource Services	03T Operating Costs of Homeless/AIDS Patients Programs	CDBG	\$ 0
			ESG	\$ 5,250
701	Homeless & HIV/AIDS	570.201(e)	HOME	\$ 0
			HOPWA	\$ 0
	Provide bus tokens and/or gas vouchers to the homeless as well as referral service. The funds will be used to pay for the bus tokens and gas vouchers and partial funding for supplies.	2000 Persons who are Homeless	TOTAL	\$ 5,250
			Other Funding	
			Applicant Contribution	\$ 26,411
			Federal	\$ 40,500
			Private Contributions	\$ 20,000
			Total Other Funding	\$ 86,911

Help the Homeless? Yes

Help those with HIV or AIDS? No

Start Date: 07/01/99

Completion Date: 06/30/00

Eligibility:

Subrecipient: Subrecipient Private 570.500(c)

Location(s): Addresses

953-35b E. Sahara Avenue, Ste. 208, Las Vegas, NV 89104

**U.S. Department of Housing & Urban Development
CPD Consolidated Plan
Listing of Proposed Projects**

Project ID/ Local ID	Project Title/Priority/ Objective/Description	HUD Matrix Code/Title/ Citation/Accomplishments	Funding Sources	
0014	HHD Youth Organization	05D Youth Services	CDBG	\$ 20,785
			ESG	\$ 0
	Youth Programs	570.201(e)	HOME	\$ 0
			HOPWA	\$ 0
		300 Youth		
	Provide a drug and gang elimination program held during non-traditional hours after school and on weekends when children may otherwise spend extended periods of time alone and unsupervised. HHD programs are designed to deter gang and drug involvement and decrease delinquency of youth aged 5 to 15 by involving them in positive after school and weekend activities such as sports, self-improvement and esteem building classes, anti-drug and anti-gang involvement seminars, and academic assistance. The funds will be used to pay in part for operating supplies, professional and supportive services, and participant fees.		TOTAL	\$ 20,785
			Other Funding	
			City of North Las Vegas	\$ 4,960
			Clark County	\$ 15,000
			Applicant Contribution	\$ 40,400
			Total Other Funding	\$ 60,360

Help the Homeless? No Start Date: 07/01/99
Help those with HIV or AIDS? No Completion Date: 06/30/00

Eligibility: 570.208(a)(2) - Low / Mod Limited Clientele
Subrecipient: Subrecipient Private 570.500(c)
Location(s): CT & BG's

CT: 000301 BG: 0 County: 32003
CT: 000302 BG: 0 County: 32003

**U.S. Department of Housing & Urban Development
CPD Consolidated Plan
Listing of Proposed Projects**

Project ID/ Local ID	Project Title/Priority/ Objective/Description	HUD Matrix Code/Title/ Citation/Accomplishments	Funding Sources	
0054	HOPWA Administration	21A General Program Administration	CDBG	\$ 0
			ESG	\$ 0
	Planning & Administration	570.206	HOME	\$ 0
			HOPWA	\$ 39,240
		0 N/A		
	Funds will pay for the management and monitoring of the HOPWA program.		TOTAL	\$ 39,240
			Total Other Funding	\$ 0

Help the Homeless? No
Help those with HIV or AIDS? No

Start Date: 07/01/99
Completion Date: 06/30/00

Eligibility:
Subrecipient: Local Government
Location(s): N/A

**U.S. Department of Housing & Urban Development
CPD Consolidated Plan
Listing of Proposed Projects**

Project ID/ Local ID	Project Title/Priority/ Objective/Description	HUD Matrix Code/Title/ Citation/Accomplishments	Funding Sources	
0036	Healthy Families Project - Positive Women's Network	03T Operating Costs of Homeless/AIDS Patients Programs	CDBG	\$ 0
			ESG	\$ 0
WF1093	Special Needs/Non-Homeless	570.201(e)	HOME	\$ 0
			HOPWA	\$ 35,000
	Provide substance abuse treatment services to pregnant and parenting women and their children for those living with HIV disease including a transitional housing program, support groups, and case management to assist them in accessing medical care, transportation, child care, public sector support programs, substance abuse treatment facilities, mental health counseling, housing, legal assistance, nutrition services, vocational and educational programs and parenting programs. The funds will be used to fully fund an advocate case manager, and administrative expenses.	20 Persons with HIV/AIDS	TOTAL	\$ 35,000
			Other Funding	
			Applicant Contribution	\$ 5,000
			Ryan White Title IV	\$ 35,000
			Total Other Funding	\$ 40,000

Help the Homeless? No Start Date: 07/01/99
Help those with HIV or AIDS? Yes Completion Date: 06/30/00

Eligibility:
Subrecipient: Subrecipient Private 570.500(c)
Location(s): Addresses

2500 Apricot Lane, Las Vegas, NV 89108

**U.S. Department of Housing & Urban Development
CPD Consolidated Plan
Listing of Proposed Projects**

Project ID/ Local ID	Project Title/Priority/ Objective/Description	HUD Matrix Code/Title/ Citation/Accomplishments	Funding Sources	
0016	Housing Authority City of Las Vegas - Cannon Sr. Center	03A Senior Centers	CDBG	\$ 23,352
			ESG	\$ 0
	Public Facilities	570.201(c)	HOME	\$ 0
			HOPWA	\$ 0
		6000 Elderly		
	Provides a one-stop-shop for senior services including office space for several agencies including health and social services as well as patient billing specialists, state welfare, senior citizens law project and the American Association of Retired Persons. The centralized location of these numerous services helps to overcome transportation problems and any reluctance to access social services. The funds will be used to enclose an existing atrium to stop vagrants from using it as a sleeping quarters, replace the roof, resurface the parking lot, upgrade thermostat controls, replace carpet in the common area and paint the common area.		TOTAL	\$ 23,352
			Total Other Funding	\$ 0

Help the Homeless? No Start Date: 07/01/99
Help those with HIV or AIDS? No Completion Date: 06/30/00

Eligibility: 570.208(a)(2) - Low / Mod Limited Clientele
Subrecipient: Subrecipient Public 570.500(c)
Location(s): Addresses

340 North 11th Street, Las Vegas, NV 89101

**U.S. Department of Housing & Urban Development
CPD Consolidated Plan
Listing of Proposed Projects**

Project ID/ Local ID	Project Title/Priority/ Objective/Description	HUD Matrix Code/Title/ Citation/Accomplishments	Funding Sources	
0015	Housing Authority City of Las Vegas - Robert Gordon Plaza	03 Public Facilities and Improvements (General)	CDBG	\$ 36,000
			ESG	\$ 0
			HOME	\$ 0
	Public Facilities	570.201(c)	HOPWA	\$ 0
	Provide non-federally aided, affordable housing for low income seniors including a community center, laundry facilities, Senior services center and day care centers with direct access to public transportation. The funds will be used to rehabilitate the community center and laundry room through replacement of the roof, heating and cooling system upgrade, installation of a security lighting system and the resurfacing of the streets. The funds will be used to pay for rehabilitation activities including materials, labor, construction supervision salaries and a 10% contingency.	1 Public Facilities	TOTAL	\$ 36,000
			Total Other Funding	\$ 0

Help the Homeless? No Start Date: 07/01/99
Help those with HIV or AIDS? No Completion Date: 06/30/00

Eligibility: 570.208(a)(2) - Low / Mod Limited Clientele
Subrecipient: Subrecipient Public 570.500(c)
Location(s): Addresses

450 North 11th Street, Las Vegas, NV 89101

**U.S. Department of Housing & Urban Development
CPD Consolidated Plan
Listing of Proposed Projects**

Project ID/ Local ID	Project Title/Priority/ Objective/Description	HUD Matrix Code/Title/ Citation/Accomplishments	Funding Sources	
0057	Housing Rehabilitation Program	14A Rehab; Single-Unit Residential	CDBG	\$ 350,000
			ESG	\$ 0
	Housing	570.202	HOME	\$ 0
			HOPWA	\$ 0
		40 Housing Units		
	This program is designed to provide housing rehabilitation, including cosmetic and code violations to residents of the city.		TOTAL	\$ 350,000
			Total Other Funding	\$ 0

Help the Homeless? No
Help those with HIV or AIDS? No

Start Date: 07/01/99
Completion Date: 06/30/00

Eligibility: 570.208(a)(3) - Low / Mod Housing
Subrecipient: Local Government
Location(s): Community Wide

**U.S. Department of Housing & Urban Development
CPD Consolidated Plan
Listing of Proposed Projects**

Project ID/ Local ID	Project Title/Priority/ Objective/Description	HUD Matrix Code/Title/ Citation/Accomplishments	Funding Sources	
0056	Housing Rehabilitation Program Administration	14H Rehabilitation Administration	CDBG	\$ 300,000
			ESG	\$ 0
	Housing	570.202	HOME	\$ 0
			HOPWA	\$ 0
		0 N/A		
	Funds will be used to pay for costs related to the management of the housing rehabilitation program.		TOTAL	\$ 300,000
			Total Other Funding	\$ 0

Help the Homeless? No
Help those with HIV or AIDS? No

Start Date: 07/01/99
Completion Date: 06/30/00

Eligibility:
Subrecipient: Local Government
Location(s): N/A

**U.S. Department of Housing & Urban Development
CPD Consolidated Plan
Listing of Proposed Projects**

Project ID/ Local ID	Project Title/Priority/ Objective/Description	HUD Matrix Code/Title/ Citation/Accomplishments	Funding Sources	
0017	I Have A Dream Foundation Program	05D Youth Services	CDBG	\$ 10,800
00178	Youth Programs	570.201(e)	ESG	\$ 0
			HOME	\$ 0
			HOPWA	\$ 0
		47 Youth		
	Provides a structured weekly afterschool program for homework assistance and educational activities, monthly field trips to expose children and their parents to outside opportunities, and programs to encourage parental involvement and development. The Foundation promises each child enrolled within these programs a college education if he/she stays in school, stays out of trouble, and gets good grades and graduates from high school. The primary focus of the programs is to reduce the high school drop out rate by keeping kids motivated to stay in school. The Foundation targets low income, elementary and middle school children living in high risk neighborhoods. The funds will be used to pay in part for program staff, academic instructional tutors, staff an parent training, and direct client services.		Prior Funding	
			CDBG	\$ 30,000
			TOTAL	\$ 40,800
			Other Funding	
			Applicant Contribution	\$ 16,950
			Total Other Funding	\$ 16,950

Help the Homeless? No Start Date: 07/01/99
 Help those with HIV or AIDS? No Completion Date: 06/30/00

Eligibility: 570.208(a)(2) - Low / Mod Limited Clientele
 Subrecipient: Subrecipient Private 570.500(c)
 Location(s): Community Wide

**U.S. Department of Housing & Urban Development
CPD Consolidated Plan
Listing of Proposed Projects**

Project ID/ Local ID	Project Title/Priority/ Objective/Description	HUD Matrix Code/Title/ Citation/Accomplishments	Funding Sources	
0046	Interfaith Hospitality Network	03T Operating Costs of Homeless/AIDS Patients Programs	CDBG	\$ 0
			ESG	\$ 15,450
	Homeless & HIV/AIDS		HOME	\$ 0
		570.201(e)	HOPWA	\$ 0
	Provide emergency shelter for homeless families utilizing a network of churches, offer rent and utility assistance, operate a day site where homeless families can bathe and do laundry as well as needs assessment and family skills program focusing on relationships, communication, health needs and parenting skills. The funds will be used to pay a portion of a staff salary (family skills program coordinator) and costs or utilities and rent and a van.	340 Persons who are Homeless	TOTAL	\$ 15,450
			Other Funding	
			Private Contributions	\$ 19,700
			Total Other Funding	\$ 19,700

Help the Homeless? Yes Start Date: 07/01/99
Help those with HIV or AIDS? No Completion Date: 06/30/00

Eligibility:
Subrecipient: Subrecipient Private 570.500(c)
Location(s): Addresses

500 W. Van Buren, Las Vegas, NV 89106

**U.S. Department of Housing & Urban Development
CPD Consolidated Plan
Listing of Proposed Projects**

Project ID/ Local ID	Project Title/Priority/ Objective/Description	HUD Matrix Code/Title/ Citation/Accomplishments	Funding Sources	
0018	Interfaith Hospitality Network - Day Site Relocation	01 Acquisition of Real Property	CDBG	\$ 50,000
	Homeless & HIV/AIDS	570.201(a)	ESG	\$ 0
			HOME	\$ 0
			HOPWA	\$ 0
		105 Persons who are Homeless		
	Provides transitional shelter for families at a day site, which gives them an address and phone number allowing for the enrollment of children in schools and after school programs and assists parents in obtaining employment and/or housing. The families are transported to local congregations for food and shelter for the evening and picked up in the mornings and brought back to the day site. The funds will be used to relocate the day site to a larger facility to include a laundry room and larger bath area after remodeling to accommodate the expanded needs. The Network will be able to store additional donations of clothing to better serve the families as well as provide a telephone and work space for parents seeking employment.		TOTAL	\$ 50,000
			Total Other Funding	\$ 0

Help the Homeless? No Start Date: 07/01/99
Help those with HIV or AIDS? No Completion Date: 06/30/00

Eligibility: 570.208(a)(2) - Low / Mod Limited Clientele
Subrecipient: Subrecipient Private 570.500(c)
Location(s): Addresses

580 E. St. Louis Avenue, Las Vegas, NV 89104

**U.S. Department of Housing & Urban Development
CPD Consolidated Plan
Listing of Proposed Projects**

Project ID/ Local ID	Project Title/Priority/ Objective/Description	HUD Matrix Code/Title/ Citation/Accomplishments	Funding Sources	
0047	Key Foundation - Veterans Outreach and Jobs for Veterans	03T Operating Costs of Homeless/AIDS Patients Programs	CDBG	\$ 0
			ESG	\$ 20,000
	Homeless & HIV/AIDS		HOME	\$ 0
		570.201(e)	HOPWA	\$ 0
	Provide needs assessment followed by referral for assistance from appropriate agencies including medical, psychological, substance abuse, nutritional, veterans benefits, State employment, social security and other needed services. In addition, direct services are provided to homeless veterans to assist them in seeking and maintaining employment such as transportation, job referrals, resume and application preparation. The funds will be used to pay for program operations including supplies, professional services, travel, insurance, office equipment, and direct service costs such as bus passes & tokens, I.D. & work cards, gasoline, work related clothing, tools, medical services and other support services.	675 Persons who are Homeless	Prior Funding	
		ESG	\$ 38,174	
			TOTAL	\$ 58,174
			Other Funding	
			Applicant Contribution	\$ 14,320
			Total Other Funding	\$ 14,320

Help the Homeless? Yes Start Date: 07/01/99
Help those with HIV or AIDS? No Completion Date: 06/30/00

Eligibility:
Subrecipient: Subrecipient Private 570.500(c)
Location(s): Addresses

1501 N. Las Vegas Boulevard, Las Vegas, NV 89101

**U.S. Department of Housing & Urban Development
CPD Consolidated Plan
Listing of Proposed Projects**

Project ID/ Local ID	Project Title/Priority/ Objective/Description	HUD Matrix Code/Title/ Citation/Accomplishments	Funding Sources	
0019	Las Vegas Indian Center, Inc. - Resource Dev. & Case Mgt.	05 Public Services (General)	CDBG	\$ 53,563
WF0179	Public Services	570.201(e) 120 People (General)	ESG	\$ 0
			HOME	\$ 0
			HOPWA	\$ 0
			Prior Funding	
			CDBG	\$ 29,988
	Provide assessment of family needs for services as well as access to those services and resources through case management plans designed to assist the family in obtaining self-sufficiency. The Center assesses the needs, designs a plan to meet those needs and monitors the client's progress in attaining the goals toward self sufficiency. The program is intended to help solve problems of homelessness, hunger, inadequate health care, substance abuse, family instability, poverty and unemployment. The funds will be used to pay in part for salaries, professional and support services, operating supplies, office equipment and direct client assistance.		TOTAL	\$ 83,551
			Other Funding	
			Clark County	\$ 10,000
			Applicant Contribution	\$ 12,426
			U.S. Dept. of Labor	\$ 16,000
			United Way (FEMA)	\$ 9,000
			Total Other Funding	\$ 47,426

Help the Homeless? No Start Date: 07/01/99
Help those with HIV or AIDS? No Completion Date: 06/30/00

Eligibility: 570.208(a)(2) - Low / Mod Limited Clientele
Subrecipient: Subrecipient Private 570.500(c)
Location(s): Addresses

2300 West Bonanza Road, Las Vegas, NV 89106

**U.S. Department of Housing & Urban Development
CPD Consolidated Plan
Listing of Proposed Projects**

Project ID/ Local ID	Project Title/Priority/ Objective/Description	HUD Matrix Code/Title/ Citation/Accomplishments	Funding Sources	
0020	Las Vegas Stealth Youth Track Club	05D Youth Services	CDBG	\$ 22,040
			ESG	\$ 0
	Youth Programs	570.201(e)	HOME	\$ 0
		150 Youth	HOPWA	\$ 0
	Provide a non-traditional sport for children ages 6-18 after school and on weekends to keep the children away from the influences of gangs and drugs. The funds will be used to pay for operating supplies, travel and equipment.		TOTAL	\$ 22,040
			Total Other Funding	\$ 0

Help the Homeless? No Start Date: 07/01/99
Help those with HIV or AIDS? No Completion Date: 06/30/00

Eligibility: 570.208(a)(2) - Low / Mod Limited Clientele
Subrecipient: Subrecipient Private 570.500(c)
Location(s): Community Wide

**U.S. Department of Housing & Urban Development
CPD Consolidated Plan
Listing of Proposed Projects**

Project ID/ Local ID	Project Title/Priority/ Objective/Description	HUD Matrix Code/Title/ Citation/Accomplishments	Funding Sources	
0021	Lied Discovery Children's Museum	05D Youth Services	CDBG	\$ 10,000
			ESG	\$ 0
W-1017	Youth Programs	570.201(e)	HOME	\$ 0
			HOPWA	\$ 0
		130 Youth		
	Provides job and job seeking skills to at-risk teenagers through hands-on opportunities to gain job skills by working in both paid and volunteer positions at the museum. The project targets teenagers from low income families including various cultural backgrounds and includes those with disabilities. The intent of the program is to increase the opportunities for gainful employment, reduce occurrence of substance abuse, criminal activity and high school drop out. The funds will be used to pay in part for "Teen stipends" allowing the teenagers to receive pay.		Prior Funding	
			CDBG	\$ 5,000
			TOTAL	\$ 15,000
			Total Other Funding	\$ 0

Help the Homeless? No Start Date: 07/01/99
Help those with HIV or AIDS? No Completion Date: 06/30/00

Eligibility: 570.208(a)(2) - Low / Mod Limited Clientele
Subrecipient: Subrecipient Private 570.500(c)
Location(s): Addresses

833 Las Vegas Boulevard, Las Vegas, NV 89101

**U.S. Department of Housing & Urban Development
CPD Consolidated Plan
Listing of Proposed Projects**

Project ID/ Local ID	Project Title/Priority/ Objective/Description	HUD Matrix Code/Title/ Citation/Accomplishments	Funding Sources	
0022	Life Line Pregnancy Assistance Center	05 Public Services (General)	CDBG	\$ 7,000
	Public Services	570.201(e)	ESG	\$ 0
		195 People (General)	HOME	\$ 0
			HOPWA	\$ 0
	Provide education and promote independence afforded by the gainfully employed and instill self worth with the goal of reducing child abuse, neglect, drug abuse and criminal involvement and reduce the number of unwanted pregnancies. The funds will be used to pay in part for salaries, operating supplies, professional and supportive services, office equipment and office rent and postage costs.		TOTAL	\$ 7,000
			Other Funding	
			Applicant Contribution	\$ 51,886
			Private Donations	\$ 25,000
			State Legislative Appropriation	\$ 400,000
			Total Other Funding	\$ 476,886

Help the Homeless? No Start Date: 07/01/99
Help those with HIV or AIDS? No Completion Date: 06/30/00

Eligibility: 570.208(a)(2) - Low / Mod Limited Clientele
Subrecipient: Subrecipient Private 570.500(c)
Location(s): Addresses

1330 E. Karen, Las Vegas, NV 89109

**U.S. Department of Housing & Urban Development
CPD Consolidated Plan
Listing of Proposed Projects**

Project ID/ Local ID	Project Title/Priority/ Objective/Description	HUD Matrix Code/Title/ Citation/Accomplishments	Funding Sources	
0035	Lighthouse Compassionate Care - Acquisition & Rehabilitation	14G Acquisition - for Rehabilitation	CDBG	\$ 0
			ESG	\$ 0
	Homeless & HIV/AIDS	570.202	HOME	\$ 0
			HOPWA	\$ 300,000
			TOTAL	\$ 300,000
	Provide transitional housing for Individuals and families who are homeless or at risk of becoming homeless and living with HIV/AIDS. The funds will be used to acquire and rehabilitate a four-plex to add to the existing inventory of transitional housing to help serve the 10 applicants still on the waiting list.	4 Housing Units	Other Funding	
			Applicant Contribution	\$ 8,200
			Total Other Funding	\$ 8,200

Help the Homeless? No Start Date: 07/01/99
 Help those with HIV or AIDS? Yes Completion Date: 06/30/00

Eligibility:
 Subrecipient: Subrecipient Private 570.500(c)
 Location(s): Suppressed

**U.S. Department of Housing & Urban Development
CPD Consolidated Plan
Listing of Proposed Projects**

Project ID/ Local ID	Project Title/Priority/ Objective/Description	HUD Matrix Code/Title/ Citation/Accomplishments	Funding Sources	
0034	Lighthouse Compassionate Care - Transitional Housing	03T Operating Costs of Homeless/AIDS Patients Programs	CDBG	\$ 0
			ESG	\$ 0
WF1006	Homeless & HIV/AIDS		HOME	\$ 0
		570.201(e)	HOPWA	\$ 56,700
	Provide transitional and affordable housing for Individuals and families who are infected and affected by HIV/AIDS including one-on-one case management with transitional housing clients to discuss issues such as homelessness, employment and returning to work, budgeting, savings, child care, client advocacy and referrals. The funds will be used to pay for supportive services, case manager, operating costs and administrative expenses for the housing facility.	200 Persons with HIV/AIDS	Prior Funding HOPWA	\$ 50,000
			TOTAL	\$ 106,700
			Other Funding	
			Applicant Contribution	\$ 8,300
			Total Other Funding	\$ 8,300

Help the Homeless? No Start Date: 07/01/99
Help those with HIV or AIDS? Yes Completion Date: 06/30/00

Eligibility:
Subrecipient: Subrecipient Private 570.500(c)
Location(s): Suppressed

**U.S. Department of Housing & Urban Development
CPD Consolidated Plan
Listing of Proposed Projects**

Project ID/ Local ID	Project Title/Priority/ Objective/Description	HUD Matrix Code/Title/ Citation/Accomplishments	Funding Sources	
0023	Maryland Villas, LLC	03M Child Care Centers	CDBG	\$ 247,640
			ESG	\$ 0
WF1018	Public Facilities	570.201(c)	HOME	\$ 0
			HOPWA	\$ 0
		1 Public Facilities		
	Provide affordable child care services to low income families located on an affordable housing site which will include adult continuing education, family recreation activities, community meeting spaces, computer training lab and children's enrichment programs and health care services and referrals. The funds will be used to pay for engineering and design, and a portion of the construction costs for the 6,000 square foot child care center.		Prior Funding	
			CDBG	\$ 69,360
			TOTAL	\$ 317,000
			Other Funding	
			Applicant Contribution	\$ 392,000
			Total Other Funding	\$ 392,000

Help the Homeless? No Start Date: 07/01/99
Help those with HIV or AIDS? No Completion Date: 06/30/00

Eligibility: 570.208(a)(2) - Low / Mod Limited Clientele
Subrecipient: Subrecipient Private 570.500(c)
Location(s): Addresses

701 N. 13th Street, Las Vegas, NV 89101

**U.S. Department of Housing & Urban Development
CPD Consolidated Plan
Listing of Proposed Projects**

Project ID/ Local ID	Project Title/Priority/ Objective/Description	HUD Matrix Code/Title/ Citation/Accomplishments	Funding Sources	
0038	Mohave Co. Dept. of Health and Soc.Srv. - HELP	03T Operating Costs of Homeless/AIDS Patients Programs	CDBG	\$ 0
			ESG	\$ 0
WF1008	Public Services		HOME	\$ 0
		570.201(e)	HOPWA	\$ 50,000
	Provide assistance with emergency housing, utilities and case management. Other forms of assistance include support due to loss of job, car repair, home repair and medical expenses. The funds will be used to pay for housing assistance, supportive services, which includes partial funding of one staff member and administrative expenses.	27 Persons with HIV/AIDS	Prior Funding HOPWA	\$ 25,000
			TOTAL	\$ 75,000
			Other Funding	
			Applicant Contribution	\$ 4,080
			Total Other Funding	\$ 4,080
Help the Homeless?	No	Start Date: 07/01/99		
Help those with HIV or AIDS?	Yes	Completion Date: 06/30/00		
Eligibility:				
Subrecipient:	Subrecipient Private 570.500(c)			
Location(s):	N/A			

**U.S. Department of Housing & Urban Development
CPD Consolidated Plan
Listing of Proposed Projects**

Project ID/ Local ID	Project Title/Priority/ Objective/Description	HUD Matrix Code/Title/ Citation/Accomplishments	Funding Sources

0025	NALA - Child Care	05L Child Care Services	CDBG \$ 34,822
181	Public Services	570.201(e)	ESG \$ 0
		400 Youth	HOME \$ 0
			HOPWA \$ 0
	Provide affordable child care for low income families. The program operates Monday through Friday from 6:00 am to 6:00 pm and offers free breakfast, lunch and snack to the children. The intent of the program is to prepare the children for entry into the public school system. Many of the children come from single heads of household, which allows the parent to remain employed. The funds will be used to fully fund two full time instructors.		Prior Funding
			CDBG \$ 30,000
			TOTAL \$ 64,822
			Other Funding
			Applicant Contribution \$ 635,336
			United States Dept. of Agriculture \$ 107,000
			United Way \$ 87,856
			Total Other Funding \$ 830,192

Help the Homeless? No Start Date: 07/01/99
Help those with HIV or AIDS? No Completion Date: 06/30/00

Eligibility: 570.208(a)(2) - Low / Mod Limited Clientele
Subrecipient: Subrecipient Private 570.500(c)
Location(s): Addresses

323 N. Maryland Parkway, Las Vegas, NV 89101

**U.S. Department of Housing & Urban Development
CPD Consolidated Plan
Listing of Proposed Projects**

Project ID/ Local ID	Project Title/Priority/ Objective/Description	HUD Matrix Code/Title/ Citation/Accomplishments	Funding Sources	
0024	NALA - Child Care & Senior Center	03M Child Care Centers	CDBG	\$ 15,000
			ESG	\$ 0
	Public Facilities	570.201(c)	HOME	\$ 0
			HOPWA	\$ 0
		1 Public Facilities		
	Provide affordable child care for low income families. The program operates Monday through Friday from 6:00 am to 6:00 pm and offers free breakfast, lunch and snack to the children. The intent of the program is to prepare the children for entry into the public school system. Many of the children come from single heads of household, which allows the parent to remain employed. The funds will be used to Replace carpeting in NALA Child Care Center.		TOTAL	\$ 15,000
			Total Other Funding	\$ 0

Help the Homeless? No Start Date: 07/01/99
Help those with HIV or AIDS? No Completion Date: 06/30/00

Eligibility: 570.208(a)(2) - Low / Mod Limited Clientele
Subrecipient: Subrecipient Private 570.500(c)
Location(s): Addresses

323 N. Maryland Parkway, Las Vegas, NV 89101

**U.S. Department of Housing & Urban Development
CPD Consolidated Plan
Listing of Proposed Projects**

Project ID/ Local ID	Project Title/Priority/ Objective/Description	HUD Matrix Code/Title/ Citation/Accomplishments	Funding Sources

0039	NALA - Proyecto VIDA	03T Operating Costs of Homeless/AIDS Patients Programs	CDBG \$ 0 ESG \$ 0 HOME \$ 0 HOPWA \$ 100,000
V 009	Homeless & HIV/AIDS	570.201(e)	
	Provide direct financial assistance to infected clients and families affected by HIV/AIDS including housing, health and supportive services in order to prevent homelessness. The funds will be used to pay a portion of the accounting expenses, and fully fund the housing assistance and supportive services.	300 Persons with HIV/AIDS	Prior Funding HOPWA \$ 50,000 TOTAL \$ 150,000 Other Funding Applicant Contribution \$ 2,200 Total Other Funding \$ 2,200

Help the Homeless? No Start Date: 07/01/99
Help those with HIV or AIDS? Yes Completion Date: 06/30/00

Eligibility:
Subrecipient: Subrecipient Private 570.500(c)
Location(s): Addresses

323 N. Maryland Parkway, Las Vegas, NV 89101

**U.S. Department of Housing & Urban Development
CPD Consolidated Plan
Listing of Proposed Projects**

Project ID/ Local ID	Project Title/Priority/ Objective/Description	HUD Matrix Code/Title/ Citation/Accomplishments	Funding Sources	
0026	Opportunity Village - Renovation & Expansion of W. Oakey Ctr	03B Handicapped Centers	CDBG	\$ 170,000
			ESG	\$ 0
WF1020		570.201(c)	HOME	\$ 0
	Special Needs/Non-Homeless		HOPWA	\$ 0
		1 Public Facilities		
	Provide vocational and employment training services to 350 disabled, mild to moderately retarded persons as well as expand service to an additional 150 severely disabled persons. The intent of the program is to address the unemployment rate for people with severe disabilities (66%) within the City of Las Vegas and Clark County and help these persons to become productive, working citizens. The funds will be used to expand the existing work center (phase III) by 4,400 square feet and the lunch/break room by 1000 square feet.		Prior Funding CDBG	\$ 50,000
			TOTAL	\$ 220,000
			Other Funding	
			City of North Las Vegas	\$ 37,104
			Clark County	\$ 51,096
			Applicant Contribution	\$ 75,200
			Total Other Funding	\$ 163,400

Help the Homeless? No Start Date: 07/01/99
Help those with HIV or AIDS? No Completion Date: 06/30/00

Eligibility: 570.208(a)(2) - Low / Mod Limited Clientele
Subrecipient: Subrecipient Private 570.500(c)
Location(s): Addresses

6300 W. Oakey Boulevard, Las Vegas, NV 89102

**U.S. Department of Housing & Urban Development
CPD Consolidated Plan
Listing of Proposed Projects**

Project ID/ Local ID	Project Title/Priority/ Objective/Description	HUD Matrix Code/Title/ Citation/Accomplishments	Funding Sources

0040	Pahrump Family Resource Center	03T Operating Costs of Homeless/AIDS Patients Programs	CDBG \$ 0 ESG \$ 0 HOME \$ 0 HOPWA \$ 15,000
V 1010	Homeless & HIV/AIDS	570.201(e)	
	Provide short term rent or mortgage and utility payments to prevent homelessness and supportive services and group counseling for those living with HIV/AIDS in Nye County. The funds will be used to pay for administrative expenses, housing assistance and supportive services.	15 Persons with HIV/AIDS	Prior Funding HOPWA \$ 27,500 TOTAL \$ 42,500 Other Funding Applicant Contribution \$ 1,050 Total Other Funding \$ 1,050

Help the Homeless? No Start Date: 07/01/99
Help those with HIV or AIDS? Yes Completion Date: 06/30/00

Eligibility:
Subrecipient: Subrecipient Private 570.500(c)
Location(s): Addresses

484 West Street, Pahrump, NV

**U.S. Department of Housing & Urban Development
CPD Consolidated Plan
Listing of Proposed Projects**

Project ID/ Local ID	Project Title/Priority/ Objective/Description	HUD Matrix Code/Title/ Citation/Accomplishments	Funding Sources	
0041	Reach Out	03T Operating Costs of Homeless/AIDS Patients Programs	CDBG	\$ 0
			ESG	\$ 0
WF1094	Homeless & HIV/AIDS		HOME	\$ 0
		570.201(e)	HOPWA	\$ 202,833
	Provide support services including referrals for support groups, food, clothing, medical evaluation and treatment, counseling and social services as well as child care for children who are HIV positive providing educational and recreational programs. The funds will be used to pay a portion of the administrative expenses and supportive services which cover a portion of the salaries for the Executive Director, Educational Director and 12 teachers.	75 Persons with HIV/AIDS	TOTAL	\$ 202,833
			Other Funding	
			Applicant Contribution	\$ 50,000
			Ryan White	\$ 230,000
			Total Other Funding	\$ 280,000

Help the Homeless? No Start Date: 07/01/99
Help those with HIV or AIDS? Yes Completion Date: 06/30/00

Eligibility:
Subrecipient: Subrecipient Private 570.500(c)
Location(s): Addresses

1522 Pinto Lane, Las Vegas, NV 89106

**U.S. Department of Housing & Urban Development
CPD Consolidated Plan
Listing of Proposed Projects**

Project ID/ Local ID	Project Title/Priority/ Objective/Description	HUD Matrix Code/Title/ Citation/Accomplishments	Funding Sources	
0060	Revolving Loan Fund	18A ED Direct Financial Assistance to For-Profits	CDBG	\$ 250,000
			ESG	\$ 0
	Economic Development		HOME	\$ 0
		570.203(b)	HOPWA	\$ 0
	This program provides small business loans as outlined in the CDBG Revolving Loan Program.	6 Businesses	TOTAL	\$ 250,000
			Total Other Funding	\$ 0

Help the Homeless? No
Help those with HIV or AIDS? No

Start Date: 07/01/99
Completion Date: 06/30/00

Eligibility:
Subrecipient: Local Government
Location(s): Community Wide

**U.S. Department of Housing & Urban Development
CPD Consolidated Plan
Listing of Proposed Projects**

Project ID/ Local ID	Project Title/Priority/ Objective/Description	HUD Matrix Code/Title/ Citation/Accomplishments	Funding Sources	
0027	Robison Community School Assoc. - Safekey	05D Youth Services	CDBG	\$ 64,000
			ESG	\$ 0
WF0186	Youth Programs	570.201(e)	HOME	\$ 0
			HOPWA	\$ 0
		75 Youth		
	Provide before and after school recreational enrichment program to elementary school aged children within an environment where they can grow physically, emotionally, intellectually and socially. The program includes homework time, character enhancement activities, drug awareness classes, play time, arts and crafts activities and snacks. The program is operated at two school sites located within low income neighborhoods including service to Housing Authority residents. The funds will be used to pay in part for salaries for two instructors and an Aide as well as operating supplies, professional services, training and snacks.		Prior Funding	
			CDBG	\$ 40,000
			TOTAL	\$ 104,000
			Other Funding	
			Applicant Contribution	\$ 15,600
			Total Other Funding	\$ 15,600

Help the Homeless? No Start Date: 07/01/99
Help those with HIV or AIDS? No Completion Date: 06/30/00

Eligibility: 570.208(a)(2) - Low / Mod Limited Clientele
Subrecipient: Subrecipient Private 570.500(c)
Location(s): CT & BG's

CT: 000503 BG: 0 County: 32003
CT: 000504 BG: 0 County: 32003

**U.S. Department of Housing & Urban Development
CPD Consolidated Plan
Listing of Proposed Projects**

Project ID/ Local ID	Project Title/Priority/ Objective/Description	HUD Matrix Code/Title/ Citation/Accomplishments	Funding Sources	
0061	SAM Agreement - Nucleus Plaza	17D Other Commercial/Industrial Improvements	CDBG	\$ 80,000
			ESG	\$ 0
	Other		HOME	\$ 0
		570.203(a)	HOPWA	\$ 0
	Security and maintenance agreement for the City owned portion of Nucleus Plaza which provides space for the State Welfare office to continue operation in West Las Vegas.	5000 People (General)	TOTAL	\$ 80,000
			Total Other Funding	\$ 0

Help the Homeless? No Start Date: 07/01/99
Help those with HIV or AIDS? No Completion Date: 06/30/00

Eligibility: 570.208(a)(1) - Low / Mod Area
Subrecipient: Local Government
Location(s): Addresses

800 West Owens, Las Vegas, NV 89106

**U.S. Department of Housing & Urban Development
CPD Consolidated Plan
Listing of Proposed Projects**

Project ID/ Local ID	Project Title/Priority/ Objective/Description	HUD Matrix Code/Title/ Citation/Accomplishments	Funding Sources	
0048	Salvation Army	03T Operating Costs of Homeless/AIDS Patients Programs	CDBG	\$ 0
			ESG	\$ 22,000
	Homeless & HIV/AIDS		HOME	\$ 0
		570.201(e)	HOPWA	\$ 0
	Provide services as needed to return homeless persons to Independent productive living including emergency lodging, food and other basic needs until they are able to acquire adequate housing, employment training including on-the-job and educational programs as well as job placement services. The funds will be used to pay in part for permanent staff salaries including a Job Placement Case Manager, Data Entry staff, and Shelter Manager, supplies, utilities, insurance, telephone, and property upkeep and repair as well as direct service costs such as lunches, bus tokens, health & work cards.	1260 Persons who are Homeless	Prior Funding	
			ESG	\$ 43,510
			TOTAL	\$ 65,510
			Other Funding	
			Applicant Contribution	\$ 140,446
			Title XX	\$ 41,000
			Total Other Funding	\$ 181,446

Help the Homeless? Yes Start Date: 07/01/99
Help those with HIV or AIDS? No Completion Date: 06/30/00

Eligibility:
Subrecipient: Subrecipient Private 570.500(c)
Location(s): Addresses

33 W. Owens, Las Vegas, NV 89107

**U.S. Department of Housing & Urban Development
CPD Consolidated Plan
Listing of Proposed Projects**

Project ID/ Local ID	Project Title/Priority/ Objective/Description	HUD Matrix Code/Title/ Citation/Accomplishments	Funding Sources

0028	Smart Start Child Care Center - Expansion Phase II	03M Child Care Centers	CDBG \$ 100,000
W-1022	Public Facilities	570.201(c)	ESG \$ 0
		60 Youth	HOME \$ 0
			HOPWA \$ 0
	Continue to provide affordable child care to low income families and expand services to 60 additional children with the intent of allowing parents to remain gainfully employed and to assist those who will be affected by Welfare Reform time limits requiring them to enter the work force. The funds will be used to pay for the construction costs of the 5,000 square foot facility.		Prior Funding
			CDBG \$ 137,000
			TOTAL \$ 237,000
			Other Funding
			Applicant Contribution \$ 98,586
			Total Other Funding \$ 98,586

Help the Homeless? No Start Date: 07/01/99
Help those with HIV or AIDS? No Completion Date: 06/30/00

Eligibility: 570.208(a)(2) - Low / Mod Limited Clientele
Subrecipient: Subrecipient Private 570.500(c)
Location(s): CT & BG's

CT: 000302 BG: 0 County: 32003

**U.S. Department of Housing & Urban Development
CPD Consolidated Plan
Listing of Proposed Projects**

Project ID/ Local ID	Project Title/Priority/ Objective/Description	HUD Matrix Code/Title/ Citation/Accomplishments	Funding Sources	
0029	Smart Start Child Day Care Ctr - Early Childhood Development	05L Child Care Services	CDBG	\$ 37,500
			ESG	\$ 0
WF1088		570.201(e)	HOME	\$ 0
	Public Services		HOPWA	\$ 0
		1243 Youth		
	Provide day care services to children of low and moderate income families who are pursuing higher education with no public assistance, or who are enrolled in federally approved job training programs or who are currently employed. The funds will be used to pay in part for one supervisor / trainer and fully fund three caregivers as well as operating supplies, supportive and professional services, and office equipment.		Prior Funding	
			CDBG	\$ 31,000
			TOTAL	\$ 68,500
			Total Other Funding	\$ 0

Help the Homeless? No Start Date: 07/01/99
 Help those with HIV or AIDS? No Completion Date: 06/30/00

Eligibility: 570.208(a)(2) - Low / Mod Limited Clientele
 Subrecipient: Subrecipient Private 570.500(c)
 Location(s): Addresses

1260 W. Owens Avenue, Las Vegas, NV 89106

**U.S. Department of Housing & Urban Development
CPD Consolidated Plan
Listing of Proposed Projects**

Project ID/ Local ID	Project Title/Priority/ Objective/Description	HUD Matrix Code/Title/ Citation/Accomplishments	Funding Sources	
0050	St. Vincent De Paul - MASH Village Seasonal Shelter	03T Operating Costs of Homeless/AIDS Patients Programs	CDBG	\$ 0
	Homeless & HIV/AIDS	570.201(e)	ESG	\$ 30,578
			HOME	\$ 0
			HOPWA	\$ 0
	Provide emergency shelter to single men and women for three months during the summer and three months during the winter to protect these persons from the seasonal extremes of heat and cold to reduce the incidence of numerous weather related health problems resulting in hospitalization or even death. The funds will be used to pay a portion of staff salaries, engineering and design costs and fully fund utilities, lease payment for the temporary structure, structure set-up, climate control, electric, fencing and other operational aspects.	625 Persons who are Homeless	TOTAL	\$ 30,578
			Other Funding	
			Applicant Contribution	\$ 194,255
			Total Other Funding	\$ 194,255

Help the Homeless? Yes Start Date: 07/01/99
 Help those with HIV or AIDS? No Completion Date: 06/30/00

Eligibility:
 Subrecipient: Subrecipient Private 570.500(c)
 Location(s): Addresses

1559 North Main Street, Las Vegas, NV 89101

**U.S. Department of Housing & Urban Development
CPD Consolidated Plan
Listing of Proposed Projects**

Project ID/ Local ID	Project Title/Priority/ Objective/Description	HUD Matrix Code/Title/ Citation/Accomplishments	Funding Sources

0049	The Shade Tree Homeless & HIV/AIDS Provide 24 hour emergency shelter for homeless women and their children from 30 to 90 days including food, climate controlled environment, bathroom/shower facilities, access to telephone, newspaper, laundry facility, job listings, community service referrals, clothing, and health counselors. The funds will be used to pay for the operation costs of four programs designed to improve the status of homeless women and women with children and to improve their rate of return to a state of independence and self sufficiency. The costs include supplies (75 folding chairs), utilities, insurance, and rent and building repairs.	03T Operating Costs of Homeless/AIDS Patients Programs 570.201(e)	CDBG	\$ 0
			ESG	\$ 54,272
			HOME	\$ 0
			HOPWA	\$ 0
			Prior Funding	
			ESG	\$ 58,200
			TOTAL	\$ 112,472
			Other Funding	
			Applicant Contribution	\$ 250,000
			FEMA	\$ 10,000
			Private Contributions	\$ 1,448,498
			VOCA	\$ 42,820
			Total Other Funding	\$ 1,751,318

Help the Homeless? Yes Start Date: 07/01/99
Help those with HIV or AIDS? No Completion Date: 06/30/00

Eligibility:
Subrecipient: Subrecipient Private 570.500(c)
Location(s): Addresses

1560 N. Main, Las Vegas, NV 89101

**U.S. Department of Housing & Urban Development
CPD Consolidated Plan
Listing of Proposed Projects**

Project ID/ Local ID	Project Title/Priority/ Objective/Description	HUD Matrix Code/Title/ Citation/Accomplishments	Funding Sources	
0030	The Shade Tree - New Construction	03C Homeless Facilities (not operating costs)	CDBG	\$ 544,260
	Homeless & HIV/AIDS	570.201(c)	ESG	\$ 0
			HOME	\$ 0
			HOPWA	\$ 0
	Provide 24 hour emergency shelter for homeless women and their children from 30 to 90 days including food, climate controlled environment, bathroom/shower facilities, access to telephone, newspaper, laundry facility, job listings, community service referrals, clothing, and health counselors. The funds will be used to assist with the cost of construction of a new 35,000 square foot 24 hour shelter which will increase the number of available emergency shelter beds for women and their children from 84 to 500.		TOTAL	\$ 544,260
			Other Funding	
			Clark County	\$ 341,101
			Claude Howard Estate	\$ 800,000
			Community Donations	\$ 200,000
			Proctor & Gamble Stock	\$ 100,000
			Total Other Funding	\$ 1,441,101

Help the Homeless? No Start Date: 07/01/99
Help those with HIV or AIDS? No Completion Date: 06/30/00

Eligibility: 570.208(a)(2) - Low / Mod Limited Clientele
Subrecipient: Subrecipient Private 570.500(c)
Location(s): Addresses

1599 North Main Street, Las Vegas, NV 89101

**U.S. Department of Housing & Urban Development
CPD Consolidated Plan
Listing of Proposed Projects**

Project ID/ Local ID	Project Title/Priority/ Objective/Description	HUD Matrix Code/Title/ Citation/Accomplishments	Funding Sources	
0051	United Methodist Social Ministries - Hats and Hands	03T Operating Costs of Homeless/AIDS Patients Programs	CDBG	\$ 0
			ESG	\$ 5,200
	Homeless & HIV/AIDS	570.201(e)	HOME	\$ 0
			HOPWA	\$ 0
	Provide hats scarves, mittens, lap robes, socks, afghans, baby hats and layettes for homeless men, women and children. The funds will be used to pay a portion of the Director's salary and supplies to operate this program.	10000 Persons who are Homeless	Prior Funding	
			ESG	\$ 4,000
			TOTAL	\$ 9,200
			Total Other Funding	\$ 0

Help the Homeless? Yes Start Date: 07/01/99
Help those with HIV or AIDS? No Completion Date: 06/30/00

Eligibility:
Subrecipient: Subrecipient Private 570.500(c)
Location(s): Community Wide

**U.S. Department of Housing & Urban Development
CPD Consolidated Plan
Listing of Proposed Projects**

Project ID/ Local ID	Project Title/Priority/ Objective/Description	HUD Matrix Code/Title/ Citation/Accomplishments	Funding Sources	
0052	WestCare Inc. - Equipment	03T Operating Costs of Homeless/AIDS Patients Programs	CDBG	\$ 0
27301	Homeless & HIV/AIDS	570.201(e)	ESG	\$ 7,500
			HOME	\$ 0
			HOPWA	\$ 0
	Provide treatment to adults, youth, and families affected by substance abuse or related problems. In particular, the Youth Services Project includes an emergency youth runaway/homeless shelter and detoxification center. The goal is to provide a continuum of care for adolescents in need with shelter, crisis intervention, evaluation, referral to treatment, and outreach. The funds will be used to replace and upgrade equipment as follows: (1) commercial stove, (1) commercial freezer, (1) commercial refrigerator, (1) commercial dishwasher.	3200 Persons who are Homeless	Prior Funding ESG	\$ 7,275
			TOTAL	\$ 14,775
			Other Funding	
			Applicant Contribution	\$ 7,500
			Total Other Funding	\$ 7,500

Help the Homeless? Yes Start Date: 07/01/99
Help those with HIV or AIDS? No Completion Date: 06/30/00

Eligibility:
Subrecipient: Subrecipient Private 570.500(c)
Location(s): Addresses

401 S. Martin Luther King Blvd., Las Vegas, NV 89106

**U.S. Department of Housing & Urban Development
CPD Consolidated Plan
Listing of Proposed Projects**

Project ID/ Local ID	Project Title/Priority/ Objective/Description	HUD Matrix Code/Title/ Citation/Accomplishments	Funding Sources	
0031	WestCare, Inc. - Youth Services Project	03 Public Facilities and Improvements (General)	CDBG	\$ 118,500
WF0231	Special Needs/Non-Homeless	570.201(c)	ESG	\$ 0
			HOME	\$ 0
			HOPWA	\$ 0
			TOTAL	\$ 118,500
	Provide treatment to adults, youth, and families affected by substance abuse or related problems. In particular, the Youth Services Project includes an emergency youth runaway/homeless shelter and detoxification center. The goal is to provide a continuum of care for adolescents in need with shelter, crisis intervention, evaluation, referral to treatment, and outreach. The funds will be used to replace and upgrade equipment as follows: (4) air conditioners, (1) commercial stove, (1) commercial freezer, (1) commercial refrigerator, (1) commercial dishwasher, a fire alarm system and carpeting as well as construct a retaining wall at the rear of the property, paint exterior of the building, repair on-site sidewalk and install exterior lighting.	4800 Youth	Total Other Funding	\$ 0

Help the Homeless? Yes Start Date: 07/01/99
 Help those with HIV or AIDS? No Completion Date: 06/30/00

 Eligibility: 570.208(a)(2) - Low / Mod Limited Clientele
 Subrecipient: Subrecipient Private 570.500(c)
 Location(s): Addresses

401 S. Martin Luther King Boulevard, Las Vegas, NV 89106

**U.S. Department of Housing & Urban Development
CPD Consolidated Plan
Listing of Proposed Projects**

Project ID/ Local ID	Project Title/Priority/ Objective/Description	HUD Matrix Code/Title/ Citation/Accomplishments	Funding Sources	
0032	Women's Development Center - Transitional Affordable Housing	03T Operating Costs of Homeless/AIDS Patients Programs	CDBG	\$ 14,000
			ESG	\$ 0
191	Homeless & HIV/AIDS	570.201(e)	HOME	\$ 0
			HOPWA	\$ 0
		73 Persons at Risk of Homelessness	TOTAL	\$ 14,000
	Provide transitional housing for homeless women with children and affordable rental program targeted to the very low income families of Las Vegas. The funds will be used to pay in part for (1) caseworker/job developer, (1) program coordinator, (1) clerical support, support services, operating costs and administration.		Other Funding	
			Clark County	\$ 36,000
			Federal	\$ 133,467
			Private Contributions	\$ 55,000
			State	\$ 53,534
			Total Other Funding	\$ 278,001
Help the Homeless?		Yes	Start Date: 07/01/99	
Help those with HIV or AIDS?		No	Completion Date: 06/30/00	
Eligibility:	570.208(a)(2) - Low / Mod Limited Clientele			
Subrecipient:	Subrecipient Private 570.500(c)			
Location(s):	Community Wide			

**U.S. Department of Housing & Urban Development
CPD Consolidated Plan
Listing of Proposed Projects**

Project ID/ Local ID	Project Title/Priority/ Objective/Description	HUD Matrix Code/Title/ Citation/Accomplishments	Funding Sources	
0053	Women's Development Center - Transitional Housing Program	03T Operating Costs of Homeless/AIDS Patients Programs	CDBG	\$ 0
			ESG	\$ 37,750
27301	Homeless & HIV/AIDS	570.201(e)	HOME	\$ 0
			HOPWA	\$ 0
		219 Households (General)	TOTAL	\$ 37,750
	Provide transitional housing for homeless women with children and affordable rental program targeted to the very low income families of Las Vegas. The funds will be used to pay in part for (1) caseworker/job developer, support services, insurance, utilities, administration and operating costs.		Other Funding	
			CDBG	\$ 14,000
			Children's Trust	\$ 25,100
			Continuum of Care	\$ 46,416
			FEMA	\$ 10,900
			McKinney Act	\$ 77,051
			Private Contributions	\$ 24,434
			Title IV-B	\$ 10,000
			Title XX	\$ 25,100
			United Way	\$ 25,000
			Total Other Funding	\$ 258,001
Help the Homeless?	Yes	Start Date: 07/01/99		
Help those with HIV or AIDS?	No	Completion Date: 06/30/00		
Eligibility:				
Subrecipient:	Subrecipient Private 570.500(c)			
Location(s):	Community Wide			

MEETING OF

May 10, 1999

AGENDA DOCUMENTATION

TO:

City Council

FROM:

SHARON SEGERBLOM, DIRECTOR
NEIGHBORHOOD SERVICES DEPARTMENT

SUBJECT: Discussion and possible approval of a Professional Services Agreement between the City of Las Vegas and Development Solutions for assistance in submitting a Section 108 Loan application to the Department of Housing and Urban Development and other scope of work as identified.

PURPOSE/BACKGROUND

Through citizen input obtained during neighborhood association and planning meetings, it has been determined that a business-cultural-senior center is much needed in the east Las Vegas area.

The area of town in which this cultural-senior-business center will be placed currently does not have any type of the services which would be provided by this center. These services would include addressing business development by encouraging the creation of new small businesses, which would increase job opportunities, both in growth and retention. Because the Las Vegas Business Center currently operating in the west area of Las Vegas has already provided over 75 jobs, the City fully expects similar results in the east area. Just as the Las Vegas Business Center arose from a public-private partnership, the City anticipates leveraging these types of resources to assist the building of the East Las Vegas Center. Through this leveraging, community development will assist in revitalization of the neighborhoods in the surrounding areas.

As with its predecessor in the west, the East Las Vegas Business Center will contain an Incubator which will assist many individuals new to the business world. The West Las Vegas Incubator currently has 100 percent occupancy with a waiting list. Based on the interest already voiced by citizens in the East Las Vegas area, the new Incubator should experience the same utilization success rate. It is anticipated that the proposed theater to be built on the site would provide cultural opportunities residents in that area have not been able to enjoy unless they travel far from their area. The senior community is the fastest growing segment of the Las Vegas Valley population. Not only will the senior center provide services currently not now available to the area, but seniors will be able to take classes and workshops which address their specific needs. Currently, the nearest senior center to the East Las Vegas area is several miles away requiring the senior citizens to find transportation of some kind to utilize the center.

In order to proceed with the above-outlined project, City staff has determined based on recommendations from the Housing and Urban Development Regional Office in Phoenix, Arizona, that it would be in the best interest of both the City and the Project to hire a consultant to provide the following for the proposal.

Deliverable 1: Initial site visit, receipt and review of project information. Review all information provided by the City of Las Vegas and prepare a Section 108 Loan Application to the United States Housing and Urban Development Department for the purpose of obtaining funding to assist in building the East Las Vegas Business/Cultural Center, herein referred to as "Project," to be located on the southeast corner of Eastern and Stewart Avenues. Determine the plausibility of applying for an additional amount of Two Million Dollars (\$2,000,000.00) to recapitalize the Community Development Block Grant Revolving Loan Fund and include this amount in the Section 108 Loan Application should it be deemed feasible by both the Consultant and the City. Review the financial information concerning the City's ability to repay the loan amount

FISCAL IMPACT

No impact to general fund. Project will be funded through federal Community Development Block Grant funding.

RECOMMENDATIONS

It is the recommendation of the City Manager that the City Council approve the Professional Services Agreement with Development Solutions and authorize the Mayor to sign the appropriate documents.

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requested and the financial records of the Las Vegas Business Center currently in operation. The amount of the loan is to be based on what the Consultant recommends which can be repaid through incomes generated by the project during the 20 year period of the loan.

Deliverable 2: Conduct a feasibility study of office space and identify other possible funding sources for the project. Survey the currently available office space within the project area and develop a Feasibility Study based on that information as to whether 30,000 square feet of office space within the Project would be utilized to capacity.

Deliverable 3: Following review of all information pertaining to the Project determine whether an Economic Development Administration (EDA) matching grant loan will benefit the project. Should this application be determined by both the Consultant and the City to be beneficial, the Consultant will assist the City in writing the EDA grant preapplication.

Deliverable 4: Prepare and submit a unified Section 108 Application and Viability Report to the City of Las Vegas, including making any required revisions to the documents

Deliverable 5 - Assist City staff in submitting the approved Section 108 Application to the Department of Housing and Urban Development (HUD)

Deliverable 6 - Follow-up the progress of the Section 108 Application with HUD to final approval/disapproval.

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this 10th day of ^{May}~~April~~, 1999, by and between the incorporated City of Las Vegas, a municipal corporation of the State of Nevada, hereinafter referred to as "City"; and Development Solutions, Inc., a Maryland Corporation, hereinafter referred to as "Consultant".

WITNESSETH:

WHEREAS, the City desires to apply for a Section 108 Loan application to the United States Department of Housing and Urban Development for the purpose of building an East Las Vegas Business/Cultural Center (Project); and

WHEREAS, pursuant to 24 CFR Part 570.205, the City of Las Vegas desires to use its Community Development Block Grant funds for the Project; and

WHEREAS, Consultant has experience in assisting several municipalities in applying for successful Section 108 Loans; and

WHEREAS, the City desires the services of a knowledgeable, reputable consultant to develop a viability report, identify other potential funding sources for the Project; conduct a feasibility study of the proposed office space and a capacity analysis of the entire Project, and prepare an Economic Development Administration grant pre-application should the City so desire; and

WHEREAS, Consultant has indicated it possesses the staff, requisite specialized knowledge, skill, experience, is capable and desirous to supply the consulting services desired by the CITY.

NOW THEREFORE, in consideration of the premises contained herein, the parties hereto agree to the following terms, conditions and covenants.

I. RESPONSIBILITY OF THE CONSULTANT

- A. The Consultant shall be responsible for professional quality, technical accuracy, timely completion and coordination of all services furnished by the Consultant, its subcontractors and its principals, officers, employees and agents under this Agreement.
- B. City review, approval, acceptance or payment for any of the Consultant's services herein 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 and the Consultant shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to the City caused by the Consultant's negligent acts, errors or omissions in performance of this

Agreement.

- C. The Consultant shall assign Roger Frankoff (Project Manager) to manage the Project as outlined in Section III entitled "The Scope of Service." All of the services specified by this Agreement shall be performed by the Project Manager or by the Consultant's associates and employees identified in the Consultant's proposal dated and under the direct supervision of the Project Manager. Should the Project Manager, or any key employee of the Consultant be unable to complete his/her responsibility for any reason, the Consultant will replace him/her with a qualified person whom the City's representative finds satisfactory. If the Consultant fails to make a required replacement within 30 days, the City may terminate this Agreement for default. This provision shall not be applicable to administrative, clerical or support staff.
- D. The Consultant agrees that its officers, partners and employees will cooperate with the City in the performance of services under this Agreement and will be available for consultation under the terms of the Agreement under such reasonable times with advance notice as to not conflict with their other responsibilities.
- E. The rights and remedies of the City provided for under this section are in addition to any other rights and remedies provided by law or under other sections of this Agreement.

II. RESPONSIBILITY OF THE CITY

- A. The City agrees that its officers and employees will cooperate with the Consultant in performance of services under this Agreement and will be available to meet with the Consultant at such reasonable times with advance notice as to not conflict with their other responsibilities.
- B. The City shall assist the Consultant in obtaining data and documents from public officers or agencies and from private citizens and business firms whenever the City determines that such material is necessary for the completion of the services specified by this Agreement. The Consultant shall notify the City in advance and obtain written approval before incurring any additional costs not provided for in this Agreement.

III. SCOPE OF SERVICES

- A. The purpose of the Section is to set forth terms upon which the Consultant will provide the City with the services it has requested which is generally described as a Section 108 Loan Application to the United States Department of Housing and Urban Development, as well as other tasks identified as Deliverables as set forth in Exhibit "A," Statement of Work. The Consultant agrees to provide its technical knowledge, skills and expertise to perform the Deliverables as set forth in Exhibit

- "A." Each Deliverable shall be submitted to the City in accordance with the Implementation Schedule set forth in Exhibit "B".
- B. Project management, including planning, staffing, professional quality, technical accuracy, timely completion and coordination of all services provided by it, its subcontractors and their principals, officers, employees, and agents under this Agreement will be the responsibility of the Consultant. In performing the work specified in this Agreement, the Consultant shall follow practices consistent with generally accepted professional and technical standards.
- C. The Consultant shall, without additional compensation, correct or revise any errors or material not in conformance with the requirements of this Agreement as identified by the City in Exhibit A for ninety (90) days following City's acceptance of each Deliverable as defined in the Implementation Schedule (Exhibit B).
- D. Consultant has requested financial support of the City to enable Consultant to provide the services contemplated herein. The City shall have no relationship whatsoever with the services contemplated herein except with the provision of financial support and the receipt of Deliverables as provided herein. In any and all events, the services contemplated herein shall be rendered at the time, in the manner and under circumstances determined solely and exclusively by the Consultant, subject only to review by the City of Las Vegas, Neighborhood Services Department Director or other designee of the Neighborhood Services Director, to assure continuing eligibility for CDBG funding.

IV. DURATION, TERMINATION OF AGREEMENT

This Agreement shall commence effective the date the Agreement is approved by the City Council of the City of Las Vegas and the Consultant. It remains in force until _____ (herein referred to as the "Expiration Date"), unless the Consultant completes the required services prior to the Expiration Date. Any extension of the terms of the Agreement must be agreed to in writing by both parties. The City may by written notice via certified mail, postage prepaid and addressed to Consultant at their provided location, terminate this Agreement in whole or part, with or without cause or for failure of Consultant to perform in a timely manner any of its obligations hereunder. Termination of this Agreement shall be as of the date that such notice is received by Consultant unless otherwise specified in the notice. Upon receipt of such notice, Consultant shall:

- A. Immediately discontinue the performance of any further services (unless the notice directs otherwise).
- B. Deliver all data, drawings, specifications, reports, estimates, summaries and other information and material as may have been prepared or developed by the Consultant, whether completed or in progress, to the City.

- C. If the termination is for the convenience of the City, Consultant shall submit a final invoice within thirty (30) days of termination. The City shall pay the Consultant costs incurred up to the effective date of termination. The Consultant shall deliver or otherwise make available to the City all Deliverables up to the date of termination.
- D. The right of termination by the City provided for under this Section is in addition to, and not in lieu of, any other rights and remedies provided by law or under other sections of this Agreement.

V. CHANGES TO SCOPE OF SERVICES

- A. The City may at any time, by written order, make changes within the Statement of Work and the Deliverables contained therein. If such changes cause an increase or decrease in Consultant's cost or time required for performance of any services under this Agreement, an equitable adjustment shall be made and this Agreement modified in writing accordingly. Any claim of Consultant under this clause must be asserted in writing within thirty (30) days from the date of receipt of written notification of change by Consultant unless the City grants, in writing, a further period of time prior to the date of final payment under this Agreement.
- B. Services due to a change in scope for which additional compensation will be charged by Consultant shall not be furnished without the prior written authorization by the City.

VI. INSPECTION OF SERVICES AND ACCEPTANCE

- A. The City reserves the right to inspect each and every part of the services provided by Consultant under this Agreement, as it may see fit.
- B. If Consultant does not accomplish the Deliverables denoted within Exhibit "A" in a timely manner, or in a manner acceptable to the City, Consultant will be notified in writing that its performance is unsatisfactory and in breach of this Agreement. Consultant agrees to remedy its unsatisfactory performance within five (5) calendar days of receipt of written notice thereof, or to commence such a remedy and to complete it within a reasonable time (not to exceed 15 calendar days). Failure to remedy the breach as provided herein shall entitle the City to terminate this Agreement for cause pursuant to Section IV. The City shall not be obligated to make any inspections, and the failure to make such an inspection shall not relieve the Consultant of its responsibility for performing the services in accordance with the terms of this Agreement.

VII. COMPENSATION

- A. For the services provided under this Agreement, the City agrees to compensate Consultant upon the basis of the completion of certain services as more specifically

set forth in Exhibit "C", Payment Schedule, in the amount not to exceed of Forty Thousand dollars and no cents (\$40,000.00), unless as specified in Section V.

- B. Consultant shall submit an invoice for payment of the services rendered for the designated incremental periods wherein certain Deliverables of the Statement of Work are completed. At minimum, the invoice shall specify the date of the invoice, Consultant's invoice number, the reimbursable cost being invoiced, specification of the Deliverables, invoice total, year-to-date invoice/payment history, and the total amount due as of the invoice date. Invoices shall be submitted in the increments specified in Exhibit "C".
- C. Each invoice shall be signed and certified by the designated Project Manager in the following manner:

I certify under penalty of perjury that the above invoice is just and correct, and that payment has not been received.

VII. SUBCONTRACTS

Provided prior approval has been given by the City, Consultant may retain various subcontractors to assist in the performance of the Statement of Work and Deliverables set forth in Exhibit "A." The compensation to be paid to a retained subcontractor shall be the responsibility of Consultant and shall not entitle the payment of any additional compensation under this Agreement. The subcontractors performance of the Statement of Work and Deliverables shall be subject to the same right of review and approval by the City as set forth in Section VI.

VIII. PAYMENT OF TAXES

The Consultant shall pay all taxes, duties, levies and assessments applicable to and assessable against any equipment, materials and services, incidental to or involved in this Agreement including but is not limited to, retail sales and use, transportation, export, import, business, and special taxes. Consultant is responsible for ascertaining and acquainting itself with such taxes and making all necessary arrangements to pay them. The fixed fee established in this Agreement includes compensation for any taxes Consultant is required to pay by the laws and regulations in effect on the effective date of this Agreement. Consultant shall maintain auditable records subject to the City's review confirming that tax payments are current at that time.

IX. DISPUTES

- A. If the City and Consultant cannot agree as to the quality or acceptability of the services performed hereunder, or whether there is a change in the services and/or the compensation required under this Agreement, the City or Consultant may promptly give to the other a written notice thereof. A written response shall be given

within ten (10) days thereafter. The City and Consultant shall prepare a memorandum which supports their positions and file the same with the City Council.

- B. Consultant's memorandum shall include any possible claims against the City, including the amount of compensation requested. Thereafter, the City Council shall, with reasonable diligence, determine the quality or acceptability of the services or whether a change in the services is required, and/or the compensation payable to Consultant. Such determination by the City Council shall be binding upon the parties.

X. CONFLICTS OF INTEREST

No board member, officer of the City or its designees or agents, and no other public official who exercises any functions or responsibilities with respect to any requested provisions of this Agreement, shall be permitted to financially or professionally benefit from this Agreement or have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with this Agreement.

XI. NOTIFICATIONS

All notices hereunder and communications regarding interpretation of the terms of this Agreement, or changes thereto, shall be effected by mailing the notice, registered or certified mail, return receipt requested, postage prepaid and address to the City or Consultant as follows:

CITY: Ms. Sharon Segerblom, Director
Neighborhood Services Department
City of Las Vegas
400 E. Stewart Avenue, 2nd Floor
Las Vegas, NV 89101

Consultant Roger Frankoff, Principal
Development Solutions Inc.
1713 S. Harbor Lane
Annapolis, MD 21401

XII. DELIVERABLES

- A. The Deliverables, whether finished, unfinished, or draft, developed, prepared, completed or acquired by Consultant during the performance of services for which it has been compensated shall become the property of the City and shall be delivered to the City's representative upon completion or termination of this Agreement, whichever occurs first.

- B. All Deliverables prepared by Consultant shall be reviewed and approved by the City as to compliance with the requirements of this Agreement. The City's approval of a Deliverable shall not be unreasonably withheld.
- C. The City's review and tentative acceptance of a Deliverable shall be solely for the purpose of determining compliance with requirements hereof and not for format or style or for the incorporation of additional ideas and functionality. Tentative acceptance shall be granted if the Deliverable conforms in all material respects to the descriptions set forth in Exhibit "B", Implementation Schedule, and this Agreement. In the event of the rejection of a Deliverable, the City shall identify in reasonable detail, with specific references to the requirements of this Agreement, all deficiencies which require corrective actions or changes to be made by the Consultant in order to make the Deliverable conform to the requirements of this Agreement.

XIII. OWNERSHIP OF MATERIAL AND DOCUMENTS

All final reports and other materials prepared by Consultant for the City shall be the property of the City. However, all work papers and other source materials shall be the property of Consultant. Consultant shall deliver such materials to the City in accordance with the terms and conditions of this Agreement. The City shall not, without Consultant's written consent, associate Consultant's names with the report/product, if a subsequent change is made in such report/product after submission to the City.

XIV. INDEMNIFICATION

The Consultant shall protect, indemnify and hold harmless the City, its officer and employees from any third party claims, damages, losses, expenses, suits, actions and costs which the City, its officers or employees suffer to the extent caused directly and proximately by the negligence or willful misconduct of the Consultant, its subcontractors or agents or anyone employed by the Consultant or its subcontractors or agents, in fulfillment or performance of the terms, conditions or covenants of this Agreement. Any money due the Consultant under and by virtue of this Agreement may be retained by the City for its protection if this provision applies.

The parties acknowledge that all material decisions relating to the Section 108 Loan Program will be approved by the City and HUD and the indemnification provided herein may be limited by the approval of the Section 108 Loan Program by the City and HUD.

XV. LIABILITY INSURANCE

- A. Type and Amount of Insurance. For the term of this Agreement or longer if specified herein, Consultant at its sole cost and expense shall obtain and maintain the following coverages of insurance:

1. General Liability Insurance in the amount of One Million Dollars (\$1,000,000) combined single limit per occurrence, and Two Million Dollars (\$2,000,000) aggregate for bodily injury (including death), personal injury and property damage. Such coverage shall be on an "occurrence" basis and not on a "claims made" basis. The coverage must be provided either on an ISO Commercial General Liability form or an ISO Broad Form Comprehensive General Liability form. Any exceptions to coverages must be fully disclosed on the required certificates. If other than these forms are submitted as evidence of compliance, complete copies of such policy forms must be submitted to the City within ten (10) days after the notice of award. Policies must include, but need not be limited to, coverages for bodily injury, property damage, personal injury, Broad Form property damage, premises and operations, severability of interest, products and completed operations, contractual and independent contractors.
2. Professional Liability Insurance in an amount of not less than One Million Dollars (\$1,000,000). Coverage may be on a "claims made" basis or on an "occurrence" basis. If coverage is provided on a "claims made" basis, Consultant shall maintain coverage for one (1) year following the completion of this Agreement.

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

B. Certificates of Insurance. Prior to the commencement of its performance under this Agreement, Consultant shall have on file with the City current certificates of insurance evidencing the coverages required herein. Insurance certificates for the City should contain the information shown on the sample Certificate of Insurance (Accord Form 25S) and the Additional Insured Endorsement (Form CG-20-26) as provided by the City.

1. Consultant shall furnish the renewal certificates for the required insurance during the period of coverage required by this Agreement. If the renewal certificates are not provided, the City may declare Consultant in default of its obligation under this Section.
2. Except for the Professional Liability Insurance, the City shall be named as an additional insured party under the coverages required under this section.

C. Insurance Rating. Each insurance company's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance. The adequacy of the insurance supplied by Consultant, including the rating and financial health of each insurance company providing coverage, is subject to the approval of the City. The City requires insurance carriers to maintain a Best's Key rating of A VII or higher (i.e., A VII, A VIII, A IX, A X, etc.).

- D. Lapse of Insurance. If Consultant fails to maintain any of the insurance coverages required under this Section, then the City will have the option to (i) declare a breach of this Agreement, (ii) purchase replacement insurance, or (iii) pay the premiums that are due on existing policies in order that the required coverages may be maintained. Consultant is responsible for any expenses paid by the City to maintain or purchase the insurance required under this Section and the City may collect the same from Consultant or deduct the amount paid from any sums due Consultant under this Agreement.
- E. Primary Coverage. Consultant's insurance shall be the primary coverage with respect to the City, its officers, employees and volunteers. Any other coverage (insurance or otherwise) available to the City, its officers, employees and volunteers shall be considered coverage in excess to that required of Consultant and shall not contribute with it.
- F. Notice of Cancellation. Each insurance policy supplied by Consultant must be endorsed to provide that the coverage shall not be suspended, voided, canceled or reduced in coverage or in limits until thirty (30) days prior written notice by certified mail "return receipt requested" has been given to the City. This notice requirement does not waive the insurance requirements contained herein.

XVI. WARRANTY

Consultant warrants that all services shall be in accordance with this Agreement, and it is experienced and competent to perform the Statement of Work and Deliverables (Exhibit "A") contained within this Agreement. In the event of breach of this warranty, Consultant shall take the necessary actions to correct the breach at Consultant's sole expense. These actions shall be carried out in the most expeditious manner as permitted by existing circumstances. If Consultant does not promptly take steps to correct the breach upon notification thereof by the City, the City, without waiving any other rights or remedies it may have at law, may take steps to correct the breach. Consultant shall promptly reimburse the City for all expenses and costs incurred in connection therewith.

XVII. RECORD RETENTION AND INSPECTION

Consultant agrees that the City or any duly authorized representative shall have the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, time cards, or other records and proprietary data created or maintained by Consultant for this Agreement. These records and data must be kept and maintained by Consultant for a period of five years after expiration or termination of this Agreement unless written permission for the City is obtained to dispose of material prior to this time.

At any time during the term of this Agreement, or at any time within five years after the expiration or termination of this Agreement, the City or an authorized

representative may conduct an audit of Consultant regarding the services provided to the City and if such audit finds the City's dollar liability for such services is to be less than payments made by the City to Consultant then Consultant agrees that the difference shall be either: (1) repaid immediately by Consultant to the City by cash payment or (2) at the City's option, credited against any future payments to Consultant.

XVIII. MISCELLANEOUS

1. Waiver. Any waiver of a breach of this Agreement by a party, whether express or implied, shall not constitute a waiver of any other or subsequent breach.

2. Attorney Fees. In the event of any litigation in any way arising out of or relating to this Agreement, the prevailing party shall be entitled to recover from the unsuccessful party its costs and expenses, including reasonable attorneys' fees, all of which shall be included in and as a part of the judgment rendered in such litigation subject to the fiscal funding out clause.

3. Applicable Law. Consultant agrees to comply with all applicable federal, state and local laws in the conduct of the work hereunder. This Agreement shall be construed, interpreted and the rights of the parties determined, in accordance with the laws of the State of Nevada.

4. Equal Opportunity. Consultant shall comply with all provisions of Title VI of the Civil Rights Act of 1964 and of the rules, regulations and relevant order of the Secretary of Labor regarding discrimination.

5. Meaning of Article and Section Headings. The section headings appearing herein shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning, or intent of the provisions of this Agreement.

6. Confidentiality of Reports. Consultant shall keep confidential all reports, information and data given to, prepared or assembled by Consultant pursuant to Consultant's performance hereunder and City designates as confidential. Such information shall not be made available to any person, firm, corporation or entity without the prior written consent of the City first obtained.

7. Release of News Information. No news release, including photographs, public announcements or confirmation of same, or any part of the subject matter of this Agreement or any phase of any program hereunder shall be made without prior written approval of both parties.

8. Compliance with all pertinent Federal Regulations. Pursuant to 24 Code of Federal Regulations (CFR) Part 570 et. seq., the following regulatory provisions shall apply to this agreement. § 570.503 Agreements with subrecipients:

a) Before disbursing any CDBG funds to Consultant, the City shall sign a written agreement with Consultant. The agreement shall remain in effect during

any period that Consultant has control over CDBG funds, including program income.

b) At a minimum, the written agreement with Consultant shall include provisions concerning the following following items:

1) Program income. The agreement shall include the program income requirements set forth in § 570.504(c). The agreement shall also specify that, at the end of the program year, the grantee may require remittance of all or part of any program income balances (including investments thereof) held by Consultant (except those needed for immediate cash needs, cash balances of a revolving loan fund, cash balances from a lump sum drawdown, or cash or investments held for Section 108 security needs).

2) Uniform administrative requirements. The agreement shall require Consultant to comply with applicable uniform administrative requirements, as described in § 570.502.

3) Other program requirements. The agreement shall require Consultant to carry out each activity in compliance with all Federal laws and regulations described in Subpart K of these regulations, except that:

i. The Consultant does not assume the recipient's environmental responsibilities described at § 570.604; and

ii. The Consultant does not assume the City's responsibility for initiating the review process under the provisions of 24 CFR Part 52.

4) Suspension and termination. The agreement shall specify that, in accordance with 24 CFR 85.43, suspension or termination may occur if Consultant materially fails to comply with any term of the award, and that the award may be terminated for convenience in accordance with 24 CFR 85.44.

5) Reversion of assets. The agreement shall specify that upon its expiration Consultant shall transfer to the City any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. It shall also include provisions designed to ensure that any real property under Consultant's control that was acquired or improved in whole or in part with CDBG funds (including CDBG funds provided to Consultant in the form of a loan) in excess of \$25,000 is either:

i. Used to meet one of the national objectives in § 570.208 (formerly § 570.901) until five years after expiration of the agreement, or for such longer period of time as determined to be appropriate by the City; or

ii. Not used in accordance with paragraph (b)(8)(i) of this section, in which event Consultant shall pay to the City an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property. The payment is program income to the City. (No payment is required after the period of time specified in paragraph (b)(8)(i) of this section.)

9. Severability. A determination that any part of this Agreement is invalid shall not invalidate or impair the force of the remainder of this Agreement.

10. Effective Date. The effective date of this Agreement shall be the date that the City Council approves the execution hereof, and such date shall be inserted in the first paragraph of this Agreement.

11. Entire Agreement. This Agreement and any exhibits or documents incorporated herein by reference, constitutes the complete and entire Agreement between the parties and shall also include those provisions and revisions set forth and agreed to in discussion.

IN WITNESS WHEREOF, the parties hereto have caused this Interlocal Agreement to be executed by their duly authorized officers. Signatory approval by an

entity to this Agreement represents a legal obligation by the parties herein identified to abide by the above provisions.

PASSED, ADOPTED, AND APPROVED this 10th day of ^{May}~~February~~, 1999.

CITY COUNCIL OF CITY OF LAS VEGAS

Jan Lavery Jones
JAN LAVERTY JONES, Mayor

ATTEST:

Barbara Jo Ronemus
BARBARA JO RONEUMUS, City Clerk

PASSED, ADOPTED, AND APPROVED this 10th day of ^{May}~~February~~, 1999.

DEVELOPMENT SOLUTIONS

Robert Frankoff
ROBERT FRANKOFF, PRESIDENT

ATTEST:

Elsie L. Hunt
Elsie L. Hunt, Notary Public
City of Baltimore
State of Maryland
My Commission Expires Aug. 28, 2001

APPROVED AS TO FORM:

J. Pontreco 4/28/99
Date

EXHIBIT "A"

The senior community is the fastest growing segment of the Las Vegas Valley population. Not only will the senior center provide services currently not now available to the area, but seniors will be able to take classes and workshops which address their specific needs. Currently, the nearest senior center to the East Las Vegas area is several miles away requiring the senior citizens to find transportation of some kind to utilize the center. By providing a local senior center, citizens will be able to utilize the facilities and services within walking distance of their homes.

Statement of Work

Deliverable 1: Initial site visit, receipt and review of project information. Review all information provided by the City of Las Vegas and prepare a Section 108 Loan Application to the United States Housing and Urban Development Department for the purpose of obtaining funding to assist in building the East Las Vegas Business/Cultural Center, herein referred to as "Project," to be located on the southeast corner of Eastern and Stewart Avenues. Determine the plausibility of applying for an additional amount of Two Million Dollars (\$2,000,000.00) to recapitalize the Community Development Block Grant Revolving Loan Fund and include this amount in the Section 108 Loan Application should it be deemed feasible by both the Consultant and the City. Review the financial information concerning the City's ability to repay the loan amount requested and the financial records of the Las Vegas Business Center currently in operation. The amount of the loan is to be based on what the Consultant recommends which can be repaid through incomes generated by the project during the 20 year period of the loan.

Deliverable 2: Conduct a feasibility study of office space and identify other possible funding sources for the project. Survey the currently available office space within the project area and develop a Feasibility Study based on that information as to whether 30,000 square feet of office space within the Project would be utilized to capacity.

Deliverable 3: Following review of all information pertaining to the Project determine whether an Economic Development Administration (EDA) matching grant loan will benefit the project. Should this application be determined by both the Consultant and the City to be beneficial, the Consultant will assist the City in writing the EDA grant preapplication.

Deliverable 4: Prepare and submit a unified Section 108 Application and Viability Report to the City of Las Vegas, including making any required revisions to the documents

Deliverable 5 - Assist City staff in submitting the approved Section 108 Application to the Department of Housing and Urban Development (HUD)

Deliverable 6 - Follow-up the progress of the Section 108 Application with HUD to final approval/disapproval.

EXHIBIT B**Tentative
Implementation Schedule**

Deliverable 1: Initial Site Visit, Receipt and Review of Project Information	Week of May 10, 1999
Deliverable 2: Feasibility Study of Office Space and identification of other Funding Sources	Week of June 7, 1999
Deliverable 3: Determination of benefit and preparation of Economic Development Administration (EDA) grant preapplication	Week of June 21, 1999
Deliverable 4: Preparation and submission to the City of unified Section 108 Application and Viability Report	Week of July 12, 1999
Deliverable 5: Submission of approved, Section 108 Application to Department of Housing and Urban Development (HUD)	Week of July 26, 1999
Deliverable 6: Follow-up of Section 108 Application with HUD to final approval/disapproval	Week of November 8, 1999

EXHIBIT C**Payment Schedule**

Deliverable 1: Initial Site Visit, Receipt and Review of Project Information	Lump Sum:	\$ 4,000.00
Deliverable 2: Feasibility Study of Office Space and identification of other Funding Sources	Lump Sum:	\$ 5,000.00
Deliverable 3: Determination of benefit and preparation of Economic Development Administration (EDA) grant preapplication	Lump Sum:	\$ 1,000.00
Deliverable 4: Preparation and submission to the City of unified Section 108 Application and Viability Report	Lump Sum:	\$ 15,000.00
Deliverable 5: Submission of approved Section 108 Application to Department of Housing and Urban Development (HUD)	Lump Sum:	\$ 2,500.00
Deliverable 6: Follow-up of Section 108 Application with HUD to final approval/disapproval	Lump Sum:	\$ 2,500.00
TOTAL PAYMENT:		<u>\$ 30,000.00</u>

CITY COUNCIL

MEETING OF

MAY 10, 1999

*City of Las Vegas***AGENDA & MINUTES**

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COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

ITEM**ACTION****DEPARTMENT OF PUBLIC WORKS -
DISCUSSION****TRAFFIC & PARKING ITEM**

83

Discussion and possible approval of a request to install speed humps on Boseck Drive between Roland Wiley Road and Cimarron Road

T&P Commission Recommendation: Denial

Staff Recommendation: No Objection, but Fire Services and Metro do because Boseck Drive is a major response route for emergency vehicles

(Fiscal Impact: \$6,000 - paid from the Neighborhood Traffic Management Program)

REESE - Motion to bring forward and STRIKE item 46, Hold in ABEYANCE items 47 and 83 to 5/24/99, and TRAIL item 45 to Finance and Business Services Discussion - carried with McDONALD not voting and JONES excused

5/24/99 Agenda

There was no discussion.

(10:29 - 10:30)

1-378

CITY COUNCIL

MEETING OF

MAY 10, 1999

AGENDA DOCUMENTATION

TO:

CITY COUNCIL

FROM:

RICHARD D. GOECKE, DIRECTOR
DEPARTMENT OF PUBLIC WORKS

SUBJECT: DISCUSSION AND POSSIBLE APPROVAL OF A REQUEST TO INSTALL SPEED HUMPS ON
BOSECK DRIVE BETWEEN ROLAND WILEY ROAD AND CIMARRON ROAD

PURPOSE/BACKGROUND

Residents whose homes front Boseck Drive between Roland Wiley Road and Cimarron Road have requested that speed humps be installed. Boseck Drive met the criteria for the Neighborhood Traffic Management Program (NTMP). Boseck Drive is a residential roadway with a 60-foot right-of-way. Between Roland Wiley Road and Cimarron Road, there is parking on both sides of the street with a single travel lane in each direction. This section of Boseck Drive has 20 homes that front on it and 19 homes that back up to it. There are also 10 multi-family units that front on Boseck Drive. West of Roland Wiley on Boseck Drive is Jacobson Elementary School. The traffic study shows that there were 1608 vehicles per day on Boseck Drive with an 85th percentile speed of 38 mph, and 44 percent of the vehicles were traveling more than 30 mph.

Notices of the proposed change were sent to 292 nearby property owners. There were 72 residents who responded; 44 were in favor of the speed humps and 28 were opposed to the speed humps.

Boseck Drive meets the criteria for the NTMP; however, Boseck Drive is a major emergency response route and the Traffic and Parking Commission denied the speed humps for this reason.

FISCAL IMPACT

The cost of the installation of approximately 2 speed humps, \$6,000, will be paid from the Neighborhood Traffic Management Program.

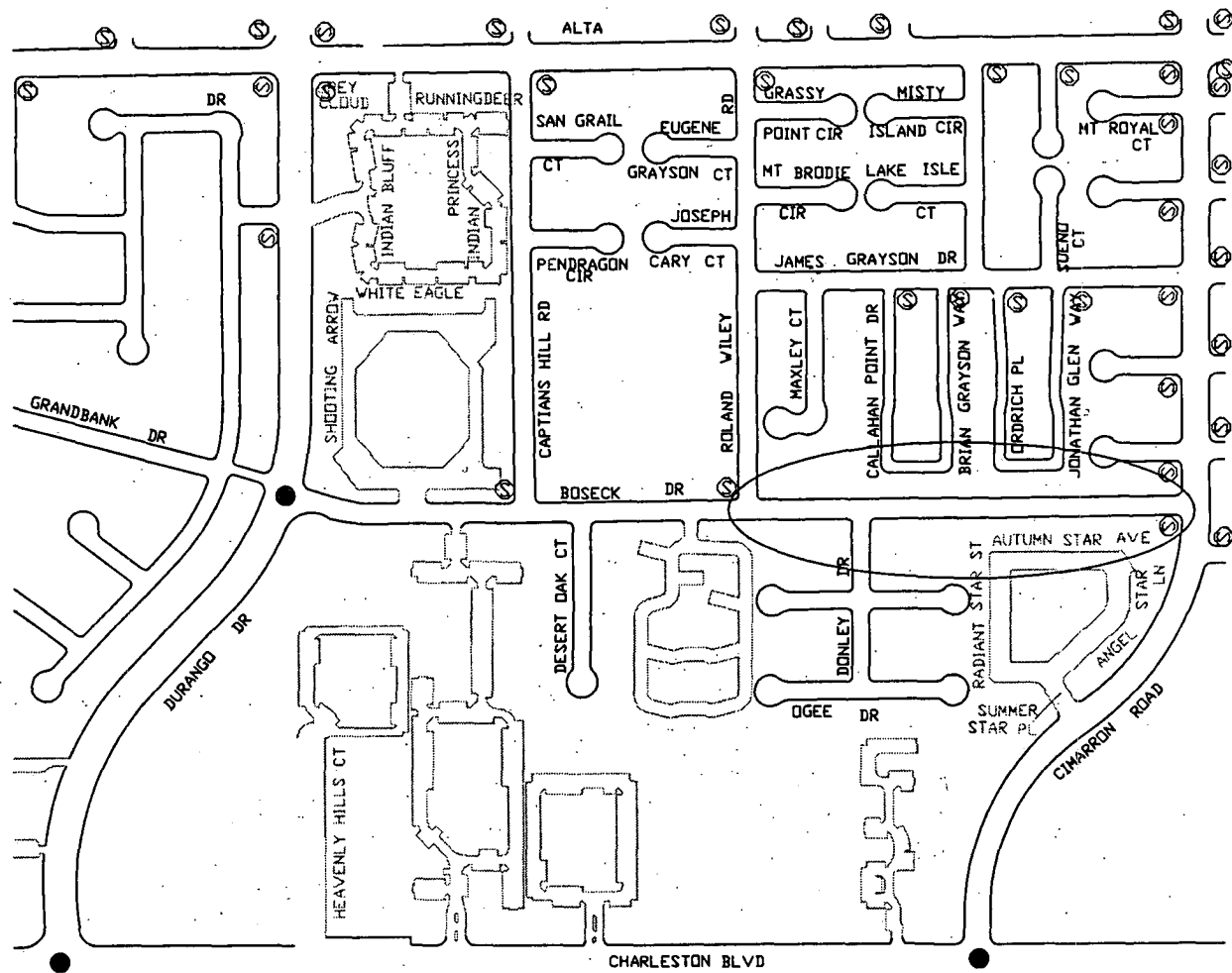
RECOMMENDATION

TRAFFIC & PARKING COMMISSION RECOMMENDATION: Denial.

STAFF RECOMMENDATION: Staff has no objection, but Fire Services and Metro do because Boseck Drive is a major response route for emergency vehicles.

AGENDA ITEM

83



PROPOSED SPEED HUMP AREA

TRAFFIC SIGNAL

STOP SIGN

CITY COUNCIL

MEETING OF

MAY 10, 1999

*City of Las Vegas***AGENDA & MINUTES**

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COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

ITEM**ACTION****V. REPORTS FROM RECOMMENDING COMMITTEES - DISCUSSION****BILLS ELIGIBLE FOR ADOPTION AT THIS MEETING**

84

Bill No. 99-14 - Annexation No. A-22-98(A), Property Located: On the south side of Azure Drive between Monte Cristo Way and Tenaya Way; Petitioned By: Centennial 95 Limited Partnership; Acreage: Approximately 4.88 acres; Zoned: R-E (County Zoning) U (R) (City Equivalent). Sponsored by: Councilman Larry Brown

Committee: Councilmen McDonald and Brown

First Reading - 4/12/99

Recommending Committee - 4/19/99**ADOPTION at 5/10/99 Council meeting**City Council - 4/26/99

NO ACTION

First Publication - 4/29/99

McDONALD - Second Reading and BILL ADOPTED as per First Amendment as Ordinance No. 5141 - UNANIMOUS

There was no discussion.

(2:19 - 2:20)

3-120

85

Bill No. 99-15 - Annexation No. A-23-98(A); Property Located: On the southeast corner of Florine Avenue and El Capitan Way; Petitioned By: American West Homes, Inc.; Acreage: Approximately 5.17 acres; Zoned: R-E (County Zoning) U (DR) (City Equivalent). Sponsored by: Councilman Larry Brown

Committee: Councilmen McDonald and Brown

First Reading - 4/12/99

Recommending Committee - 4/19/99**ADOPTION at 5/10/99 Council meeting**City Council - 4/26/99

NO ACTION

First Publication - 4/29/99

McDONALD - Second Reading and BILL ADOPTED as per First Amendment as Ordinance No. 5142 - UNANIMOUS

There was no discussion.

(2:20)

3-140

CITY COUNCIL

MEETING OF

AGENDA DOCUMENTATION

April 12, 1999

TO: City Council**FROM:** *BRJ* Bradford R. Jerbic
City Attorney**SUBJECT:** Bill No. 99-14
Annexation No. A-22-98(A)**PURPOSE/BACKGROUND**

The proposed ordinance annexes certain real property located on the south side of Azure Drive between Monte Cristo Way and Tenaya Way. The annexation is at the request of the property owner. The annexation process has now been completed in accordance with the NRS and the final date of annexation (May 21, 1999) is set by this ordinance.

The following is pertinent information:

Annexation No.:	A-22-98(A)
Property Located:	On the south side of Azure Drive between Monte Cristo Way and Tenaya Way
Petitioned By:	Centennial 95 Limited Partnership 3900 Paradise, Ste 185 Las Vegas, Nevada 89109
Acreage:	Approximately 4.88 acres
Zoned:	R-E (County Zoning) U (R) (City Equivalent)

FISCAL IMPACT

NONE

RECOMMENDATIONS

This bill should be submitted to a Recommending Committee for review, hearing and recommendation to the City Council for final action.

CITY COUNCIL

MEETING OF

AGENDA DOCUMENTATION

April 12, 1999

TO: City Council**FROM:** *RS for* Bradford R. Jerbic
City Attorney**SUBJECT:** Bill No. 99-15
Annexation No. A-23-98(A)**PURPOSE/BACKGROUND**

The proposed ordinance annexes certain real property located on the southeast corner of Florine Avenue and El Capitan Way. The annexation is at the request of the property owner. The annexation process has now been completed in accordance with the NRS and the final date of annexation (May 21, 1999) is set by this ordinance.

The following is pertinent information:

Annexation No.:	A-23-98(A)
Property Located:	On the southeast corner of Florine Avenue and El Capitan Way
Petitioned By:	American West Homes, Inc. 2700 East Sunset Road, Suite 5 Las Vegas, Nevada 89120
Acreage:	Approximately 5.17 acres
Zoned:	R-E (County Zoning) U (DR) (City Equivalent)

FISCAL IMPACT

NONE

RECOMMENDATIONS

This bill should be submitted to a Recommending Committee for review, hearing and recommendation to the City Council for final action.

CITY COUNCIL

MEETING OF

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*City of Las Vegas***AGENDA & MINUTES**

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COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

ITEM**ACTION****V. REPORTS FROM RECOMMENDING COMMITTEES - DISCUSSION****BILLS ELIGIBLE FOR ADOPTION AT THIS MEETING**

86

Bill No. 99-16 - Annexation No. A-24-98(A); Property Located: On the south side of Craig Road, approximately 2,300 feet west of Hualapai Way; Petitioned By: Wellington Builders of North America Limited; Acreage: Approximately 5.44 acres; Zoned: R-U (County Zoning) U (PCD) (City Equivalent). Sponsored by: Councilman Larry Brown

Committee: Councilmen McDonald and Brown

First Reading - 4/12/99

Recommending Committee - 4/19/99

ADOPTION at 5/10/99 Council meeting

City Council - 4/26/99

NO ACTION

First Publication - 4/29/99

McDONALD - Second Reading and BILL ADOPTED as per First Amendment as Ordinance No. 5143 - UNANIMOUS

There was no discussion.

(2:20 - 2:21)

3-160

87

Bill No. 99-17 - Annexation No. A-25-98(A); Property Located: On the southwest corner of Tenaya Way and Regena Avenue; Petitioned By: Centennial 95 Limited Partnership; Acreage: Approximately 3.53 acres; Zoned: R-E (County Zoning) U (R) (City Equivalent). Sponsored by: Councilman Larry Brown

Committee: Councilmen McDonald and Brown

First Reading - 4/12/99

Recommending Committee - 4/19/99

ADOPTION at 5/10/99 Council meeting

City Council - 4/26/99

NO ACTION

First Publication - 4/29/99

McDONALD - Second Reading and BILL ADOPTED as per First Amendment as Ordinance No. 5144 - UNANIMOUS

There was no discussion.

(2:21 - 2:22)

3-176

CITY COUNCIL

MEETING OF

AGENDA DOCUMENTATION

April 12, 1999

TO: City Council**FROM:** *VS for* Bradford R. Jerbic
City Attorney**SUBJECT:** Bill No. 99-16
Annexation No. A-24-98(A)**PURPOSE/BACKGROUND**

The proposed ordinance annexes certain real property located on the south side of Craig Road, approximately 2,300 feet west of Hualapai Way. The annexation is at the request of the property owner. The annexation process has now been completed in accordance with the NRS and the final date of annexation (May 21, 1999) is set by this ordinance.

The following is pertinent information:

Annexation No.: A-24-98(A)

Property Located: On the south side of Craig Road,
approximately 2,300 feet west of Hualapai
Way

Petitioned By: Wellington Builders of North America
Limited
9510 West Sahara
Las Vegas, Nevada 89117

Acreage: Approximately 5.44

Zoned: R-U (County Zoning)
U (PCD) (City Equivalent)

FISCAL IMPACT

NONE

RECOMMENDATIONS

This bill should be submitted to a Recommending Committee for review, hearing and recommendation to the City Council for final action.

CITY COUNCIL

MEETING OF

AGENDA DOCUMENTATION

April 12, 1999

TO: City Council**FROM:** *BR* Bradford R. Jerbic
City Attorney**SUBJECT:** Bill No. 99-17
Annexation No. A-25-98(A)**PURPOSE/BACKGROUND**

The proposed ordinance annexes certain real property located on the southwest corner of Tenaya Way and Regena Avenue. The annexation is at the request of the property owner. The annexation process has now been completed in accordance with the NRS and the final date of annexation (May 21, 1999) is set by this ordinance.

The following is pertinent information:

Annexation No.:	A-25-98(A)
Property Located:	On the southwest corner of Tenaya Way and Regena Avenue
Petitioned By:	Centennial 95 Limited Partnership 3900 Paradise, Ste 185 Las Vegas, Nevada 89109
Acreage:	Approximately 3.53 acres
Zoned:	R-E (County Zoning) U (R) (City Equivalent)

FISCAL IMPACT

NONE

RECOMMENDATIONS

This bill should be submitted to a Recommending Committee for review, hearing and recommendation to the City Council for final action.

CITY COUNCIL

MEETING OF

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*City of Las Vegas***AGENDA & MINUTES**

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COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

ITEM**ACTION****V. REPORTS FROM RECOMMENDING COMMITTEES - DISCUSSION****BILLS ELIGIBLE FOR ADOPTION AT THIS MEETING**

88

Bill No. 99-20 – Creates District re: Special Improvement District No. 1471 - Jones Boulevard (Rancho Drive to Centennial Parkway).
Sponsored by: Step Requirement

Committee: Councilmen McDonald and Brown

First Reading - 4/12/99

Recommending Committee - 4/19/99**ADOPTION at 5/10/99 Council meeting**City Council - 4/26/99**NO ACTION**

First Publication - 4/29/99

McDONALD - Second Reading and BILL ADOPTED as per First Amendment as Ordinance No. 5145 - UNANIMOUS

There was no discussion.

(2:22)

3-193

89

Bill No. 99-23 – Annexation No, A-9-99(A); Property Located: East of Puli Road between Alexander Road and Cheyenne Avenue; Petitioned By: Stanpark Construction Co., et al.; Acreage: Approximately 131.81 acres; Zoned: R-U (County Zoning) U (PCD (City Equivalent)).
Sponsored by: Councilman Larry Brown

Committee: Councilman Brown and Mayor Jones

First Reading - 4/26/99

Recommending Committee - 5/6/99**ADOPTION at 5/10/99 Council meeting**

First Publication - 4/29/99

McDONALD - Second Reading and BILL ADOPTED as per First Amendment as Ordinance No. 5146 - UNANIMOUS

There was no discussion.

(2:22)

3-206

CITY COUNCIL

MEETING OF

April 12, 1999

AGENDA DOCUMENTATION

TO: City Council

FROM: Bradford R. Jerbic
City AttorneySUBJECT: Bill No. 99-20 Creates District re: Special Improvement District No. 1471 - Jones
Boulevard (Rancho Drive to Centennial Parkway)PURPOSE/BACKGROUND

S.I.D. NO.: 1471

STEP: Ordinance creating the special improvement district.

IMPROVEMENTS: The installation of pavement, curb, gutter, sidewalk, driveways,
streetlights, water laterals, water mains, sewer laterals and sewer main.LOCATION: Beginning at the northeast right-of way line of Rancho Drive at Jones
Boulevard and proceeding north to the southerly right-of-way line of
Centennial Parkway.FISCAL IMPACT

Interim Warrants, and ultimately, special assessment bonds, will be sold to pay the estimated costs in the amount of \$1,366,680 that the City will incur in installing the improvements in Special Improvement District No. 1471 - Jones Boulevard (Rancho Drive to Centennial Parkway). The debt service on those bonds will be recovered over a 10 year period through the levy and collection of special assessments.

RECOMMENDATIONS

It is recommended that this Bill be referred to a recommending committee for a review, hearing and recommendation to the City Council for final action.

Agenda Item

CITY COUNCIL

MEETING OF

AGENDA DOCUMENTATION

April 26, 1999

TO: City Council**FROM:** Bradford R. Jerbic
VS for City Attorney**SUBJECT:** Bill No. 99-23
Annexation No. A-9-99(A)**PURPOSE/BACKGROUND**

The proposed ordinance annexes certain real property located east of Puli Road between Alexander Road and Cheyenne Avenue. The annexation is at the request of the property owners. The annexation process has now been completed in accordance with the NRS and the final date of annexation (May 21, 1999) is set by this ordinance.

The following is pertinent information:

Annexation No.:	A-9-99(A)
Property Located:	East of Puli Road between Alexander Road and Cheyenne Avenue
Petitioned By:	Stanpark Construction Co., et al. 3320 N. Buffalo Road Las Vegas, Nevada 89129
Acreage:	Approximately 131.81 acres
Zoned:	R-U (County Zoning) U (PCD) (City Equivalent)

FISCAL IMPACT

NONE

RECOMMENDATIONS

This bill should be submitted to a Recommending Committee for review, hearing and recommendation to the City Council for final action.

CITY COUNCIL

MEETING OF

MAY 10, 1999

City of Las Vegas

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COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

ITEM

ACTION

V. REPORTS FROM RECOMMENDING COMMITTEES - DISCUSSION**BILLS ELIGIBLE FOR ADOPTION AT THIS MEETING**

90

Bill No. 99-24 – Annexation No. A-10-99(A),
Property Located: East of Puli Road between
Alexander Road and Lone Mountain Road;
Petitioned By: Stanpark Construction Co., et al;
Acreage: Approximately 29.87 acres; Zoned: R-U
(County Zoning) U (PCD) (City Equivalent).
Sponsored by: Councilman Larry Brown

Committee: Councilman Brown and Mayor Jones

First Reading - 4/26/99

Recommending Committee - 5/6/99

ADOPTION at 5/10/99 Council meeting

First Publication - 4/29/99

**McDONALD - Second Reading and BILL ADOPTED as per
First Amendment as Ordinance No. 5147 - UNANIMOUS**

There was no discussion.

(2:22 - 2:23)

3-226

CITY COUNCIL

MEETING OF

AGENDA DOCUMENTATION

April 26, 1999

TO: City Council**FROM:** *rsf* Bradford R. Jerbic
City Attorney**SUBJECT:** Bill No. 99-24
Annexation No. A-10-99(A)**PURPOSE/BACKGROUND**

The proposed ordinance annexes certain real property located east of Puli Road between Alexander Road and Lone Mountain Road. The annexation is at the request of the property owners. The annexation process has now been completed in accordance with the NRS and the final date of annexation (May 21, 1999) is set by this ordinance.

The following is pertinent information:

Annexation No.:	A-10-99(A)
Property Located:	East of Puli Road between Alexander Road and Lone Mountain Road.
Petitioned By:	Stanpark Construction Co., et al. 3320 N. Buffalo Road Las Vegas, Nevada 89129
Acreage:	Approximately 29.87 acres
Zoned:	R-U (County Zoning) U (PCD) (City Equivalent)

FISCAL IMPACT

NONE

RECOMMENDATIONS

This bill should be submitted to a Recommending Committee for review, hearing and recommendation to the City Council for final action.

CITY COUNCIL

MEETING OF

MAY 10, 1999

City of Las Vegas

AGENDA & MINUTES

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COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

ITEM

ACTION

**V. REPORTS FROM RECOMMENDING
COMMITTEES - DISCUSSION****BILLS ELIGIBLE FOR ADOPTION AT A
LATER MEETING**

91

Bill No. 99-19 – Creates District re: Special Improvement District No. 1470 - Buffalo (Cheyenne Avenue to Lone Mountain Road) and Craig Road US-95 to Buffalo Drive). Sponsored by: Step Requirement

Committee: Councilmen McDonald and Brown

First Reading - 4/12/99

Recommending Committee - 4/19/99

City Council - 4/26/99

NO ACTION

First Publication -

RECOMMENDATION NOTED

5/24/99 Council Agenda

(2:23 - 2:24)

CITY COUNCILMEETING OF
April 12, 1999**AGENDA DOCUMENTATION**

TO: City Council

FROM: Bradford R. Jerbic
City AttorneySUBJECT: Bill No. 99-19 Creates District re: Special Improvement District No. 1470 - Buffalo
(Cheyenne Avenue to Lone Mountain Road) and Craig Road (US-95 to Buffalo Drive).**PURPOSE/BACKGROUND**

S. I. D. NO.: 1470

STEP: Ordinance creating the special improvement district.

IMPROVEMENTS: The installation of pavement, curb, gutter, sidewalk, driveways, streetlights, water laterals, water mains, sewer laterals and sewer main.

LOCATION: Buffalo Drive (Cheyenne Avenue to Lone Mountain Road) and Craig Road (US-95 to approximately 300 feet west of Buffalo Drive).

FISCAL IMPACT

Interim Warrants, and ultimately, special assessment bonds, will be sold to pay the estimated costs in the amount of \$1,110,520.00 that the City will incur in installing the improvements in Special Improvement District No. 1470 - Buffalo/Craig. The debt service on those bonds will be recovered over a 10 year period through the levy and collection of special assessments.

RECOMMENDATIONS

It is recommended that this Bill be referred to a recommending committee for a review, hearing and recommendation to the City Council for final action.

Agenda Item

91

CITY COUNCIL

MEETING OF

MAY 10, 1999

*City of Las Vegas***AGENDA & MINUTES**

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COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

ITEM**ACTION****VIII. NEW BILLS**

92

Bill No. 99-25 – Granting of a Franchise Agreement to Telecommunications of Nevada, LLC., and setting the purpose, character, term, time and conditions of the Franchise.

Sponsored by: Councilman Larry Brown

NOTE: THE NEW BILLS WILL BE HEARD AT THE RECOMMENDING COMMITTEE MEETING ON MONDAY, MAY 17TH, 1999, AT 4:00 P.M. IN THE COUNCIL CHAMBERS

First Reading - Referred - COUNCILMAN ADAMSEN and MAYOR JONES

**5/17/99 Recommending Committee
5/24/99 Council Agenda**

(2:24 - 2:25
3-244)

93

Bill No. 99-26 – Provides for the establishment of the Las Vegas Metropolitan Police Department Citizen Review Board.

Sponsored by: Councilman Arnie Adamsen

First Reading - Referred - COUNCILMAN ADAMSEN and MAYOR JONES

**5/17/99 Recommending Committee
5/24/99 Council Agenda**

(2:24 - 2:25
3-244)

CITY COUNCIL

MEETING OF

MAY 10, 1999

*City of Las Vegas***AGENDA & MINUTES**

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COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

ITEM**ACTION****94**

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

McDONALD - Motion to bring forward and Accept the WITHDRAWAL Without Prejudice of Item 110 [U-33-99], Item 113 [Z-6-99], Item 114 [U-10-99], and Item 115 [U-11-99] and to HOLD IN ABEYANCE Item 95 [Z-105-93(5)] to 5/24/99 and Item 119 [Z-19-99] to 5/24/99 as the first Planning & Development PM agenda discussion item - UNANIMOUS

ATTORNEY BOB GRONAUER, Kummer Kaempfer Bonner & Renshaw, 3800 Howard Hughes Parkway, 7th Floor, requested Item 95 [Z-105-93(5)] be held to the 5/24/99 meeting.

MAYOR JONES announced that despite a request for abeyance by the applicant of Item 119 [Z-19-99], COUNCILMAN REESE was agreeable to taking comment from those neighbors present as well as taking additional comment at the 5/24/99 meeting. MAYOR JONES added that Item 119 would be brought forward for speakers rather than waiting for the item to be called in order, given that request for abeyance.

NOTE: A Verbatim Transcript of the speakers for Item 119 [Z-19-99] is made a part of the Final Minutes under Item 119 [Z-19-99]. (2:28 - 2:35)

COUNCILMAN BROWN commented that several neighbors were in attendance at the meeting in regard to Item 110 [U-33-99]. MAYOR JONES pointed out that Item 110 was no longer an issue as it had been withdrawn by the applicant.

There was no further discussion.

(2:24 - 2:28)

3- 290

CITY COUNCIL

MEETING OF

MAY 10, 1999

*City of Las Vegas***AGENDA & MINUTES**

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COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

ITEM

ACTION

**PLANNING & DEVELOPMENT DEPARTMENT -
CONSENT / DISCUSSION****INDEX
PAGE ONE****DISCUSSION/ACTION ITEMS****REQUIRED ONE YEAR REVIEW OF PROJECT
STATUS****95 Z-105-93(5) - Levitar Partnership****MODIFICATION TO THE LONE MOUNTAIN
MASTER PLAN - PUBLIC HEARING****96 ABEYANCE ITEM - Z-33-97(11) - Las Vegas
Metropolitan Police Department****SITE DEVELOPMENT PLAN REVIEW - PUBLIC
HEARING****97 ABEYANCE ITEM - Z-33-97(10) - Las Vegas
Metropolitan Police Department****VACATION - PUBLIC HEARING****98 VAC-6-99(1) - Cimarron Springs, Limited Liability
Company****99 VAC-7-99 - Bank of Nevada****100 VAC-9-99 - Clark County****101 VAC-10-99 - Spring Mountain Ranch, Limited
Liability Company****VARIANCE - PUBLIC HEARING****102 V-81-98 - Marian and Krystyna Arusztowicz****103 V-15-99 - Morrie Loudon****104 V-16-99 - Adelina Yerna****SPECIAL USE PERMIT - PUBLIC HEARING****105 U-20-99 - Jerry and Marianna Herbst on behalf of
Terrible Herbst Oil Company**

CITY COUNCIL

MEETING OF

MAY 10, 1999

*City of Las Vegas***AGENDA & MINUTES**

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COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

ITEM**ACTION****PLANNING & DEVELOPMENT DEPARTMENT -
CONSENT / DISCUSSION****INDEX
PAGE TWO**SPECIAL USE PERMIT RELATED TO U-20-99 -
PUBLIC HEARING

- 106 **U-14-99** - Jerry and Marianna Herbst on behalf of
Terrible Herbst Oil Company

SPECIAL USE PERMIT - PUBLIC HEARING

- 107 **ABEYANCE ITEM - U-22-99** - CBC Financial
Corporation on behalf of Rajeh Algaithy
- 108 **U-24-99** - Kathy L. Lightfoot on behalf of Jamal
Jeberaeel
- 109 **U-31-99** - Albert Massi on behalf of Second Spin, Inc.
- 110 **U-33-99** - Saxton, Inc. on behalf of Asam Yousif
- 111 **U-34-99** - Michael and Nancy Corrigan Family Trust
on behalf of Discount Tire Company
- 112 **U-37-99** - Charleston Heights Shopping Center on
behalf of Auto Aid, Limited Liability Company

REZONING - PUBLIC HEARING

- 113 **ABEYANCE ITEM - Z-6-99** - Donna Beam
Revocable Trust on behalf of John Mead

SPECIAL USE PERMITS RELATED TO Z-6-99 -
PUBLIC HEARING

- 114 **ABEYANCE ITEM - U-10-99** - Donna Beam
Revocable Trust on behalf of John Mead
- 115 **ABEYANCE ITEM - U-11-99** - Donna Beam
Revocable Trust on behalf of John Mead

REZONING - PUBLIC HEARING

- 116 **ABEYANCE ITEM - Z-15-99** - Real Estate
Development, Limited Liability Company

SPECIAL USE PERMIT RELATED TO Z-15-99 -
PUBLIC HEARING

- 117 **ABEYANCE ITEM - U-25-99** - Real Development,
Limited Liability Company

CITY COUNCIL

MEETING OF

MAY 10, 1999

*City of Las Vegas***AGENDA & MINUTES**

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COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

ITEM

ACTION

**PLANNING & DEVELOPMENT DEPARTMENT -
CONSENT / DISCUSSION****INDEX
PAGE THREE**REZONING - PUBLIC HEARING

- 118 **Z-17-99** - Robert Cohen on behalf of Amstar Homes
119 **Z-19-99** - Thunderbird Hotel Corporation on behalf of
MRA Corporation

TIME CERTAIN - 5:00 P.M.:REQUIRED 90 DAY REVIEW - PUBLIC HEARING

- 120 **Z-76-98(4)** - Olympic Nevada, Inc. and Centennial &
Rancho Partners, Limited Liability Company

CITY COUNCIL

MEETING OF

MAY 10, 1999

*City of Las Vegas***AGENDA & MINUTES**

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COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

ITEM**ACTION****PLANNING & DEVELOPMENT DEPARTMENT
- DISCUSSION****REQUIRED ONE YEAR REVIEW OF PROJECT
STATUS****Z-105-93(5) - LEVTAR PARTNERSHIP**

Required One Year Review of Project Status for a Site Development Plan Review on property located on the northeast corner of Tenaya Way and Craig Road FOR A PROPOSED 84,279 SQUARE FOOT COMMERCIAL SHOPPING CENTER, U (Undeveloped) Zone [SC (Service Commercial) General Plan Designation] under Resolution of Intent to C-1 (Limited Commercial), Size: 9.99 Acres, Ward 4 (Brown), APN: 138-03-611-001.

NOTICES MAILED: N/A

APPROVALS: 0

_____ Letters
_____ Petitions

TOTAL 0

PROTESTS: 0

_____ Letters
_____ Petitions

TOTAL 0

McDONALD - Motion to bring forward and Accept the WITHDRAWAL Without Prejudice of Item 110 [U-33-99], Item 113 [Z-6-99], Item 114 [U-10-99], and Item 115 [U-11-99] and to HOLD IN ABEYANCE Item 95 [Z-105-93(5)] to 5/24/99 and Item 119 [Z-19-99] to 5/24/99 as the first Planning & Development PM agenda discussion item - UNANIMOUS

ATTORNEY BOB GRONAUER, Kummer Kaempfer Bonner & Renshaw, 3800 Howard Hughes Parkway, 7th Floor, requested this item be held to the 5/24/99 meeting.

There was no further related discussion.

(2:38 - 2:45)
3- 290

95

*City of Las Vegas***CITY COUNCIL MINUTES
MEETING OF
MAY 10, 1999****AGENDA DOCUMENTATION**

TO: THE CITY COUNCIL	FROM: WILLARD TIM CHOW, DIRECTOR PLANNING AND DEVELOPMENT DEPARTMENT

SUBJECT: REQUIRED ONE YEAR REVIEW OF PROJECT STATUS - Z-105-93(5) - LEVTAR PARTNERSHIP**PURPOSE/BACKGROUND****APPLICATION REQUEST:**

This item is the Required One Year Review of Project Status for a Site Development Plan Review on property located on the northeast corner of Tenaya Way and Craig Road for an approved 84,279 square foot commercial shopping center.

BACKGROUND DATA:

- 12/15/93 The City Council approved a Rezoning to C-1 (Limited Commercial) to provide for commercial retail development on this site (Z-105-93).
- 10/02/96 The City Council approved a Reinstatement and Extension of Time for this site with an expiration date of October 2, 1997 [Z-105-93(2)]. The site was subsequently subdivided as a commercial subdivision which extends the Resolution of Intent indefinitely.
- 05/11/98 The City Council approved a Site Development Plan Review for a 84,279 square foot commercial shopping center on this site [Z-105-93(3)].
- 05/11/98 The City Council approved a Special Use Permit for a Car Wash and for the Off-Premise Sale of Beer and Wine in conjunction with a proposed Convenience Store on this site (U-136-97).
- 10/08/98 The Planning Commission approved a Site Development Plan Review for a 2,862 square foot McDonald's Restaurant on a pad within this proposed shopping center [Z-105-93(4)].

UPDATE:

Staff received a letter dated April 15, 1999 from the representative of the developer of this site which indicates the following:

- The Traffic Study has been submitted and approved.

Agenda Item

95

*City of Las Vegas***CITY COUNCIL MINUTES
MEETING OF
MAY 10, 1999****AGENDA DOCUMENTATION**

TO: THE CITY COUNCIL	FROM: WILLARD TIM CHOW, DIRECTOR PLANNING AND DEVELOPMENT DEPARTMENT

SUBJECT: REQUIRED ONE YEAR REVIEW OF PROJECT STATUS - Z-105-93(5) - LEVTAR PARTNERSHIP**PURPOSE/BACKGROUND**

- The Drainage Study has been submitted for review and a drainage plan has been approved for approximately the western two-thirds of the property.
- The improvement plans for the approved McDonald's and a proposed Rite-Aid are almost completed.

SEE ATTACHED LOCATION MAP

Agenda Item

KUMMER KAEMPFER BONNER & RENSHAW
ATTORNEYS AT LAW

JOHN C. RENSHAW
THOMAS F. KUMMER
CHRISTOPHER L. KAEMPFER
MARTHA J. ASHCRAFT
MICHAEL J. BONNER
JOHN N. BREWER
VON S. HEINZ
GERALD D. WAITE
SHERWOOD N. COOK
SHARI CASSIN PATTERSON
JOHN C. JEPSEN
MARK H. FIORENTINO

SEVENTH FLOOR
3800 HOWARD HUGHES PARKWAY
LAS VEGAS, NEVADA 89109-0907

(702) 792-7000
FAX: (702) 796-7181
E-MAIL: NVLAW@KKBR.COM

April 15, 1999

THOMAS D. AMICK
NIKKI L. BAKER
JAMES E. BERCHTOLD
GEORGE J. CLASEMAN
L. JOE COPPEDGE
GREGORY S. GILBERT
ROBERT J. GRONAUER
ROBERT C. KIM
KURT C. LAMBETH
ANGELA TURRICIANO OTTO
ELIZABETH A. SAVAGE
LYSSA M. SIMONELLI
JAMES E. SMYTH II
MARTINA JACCARINO VERO
ANTHONY A. ZMAILA

OF COUNSEL
H. GREGORY NASKY
JAMES H. BILBRAY
JOHN A. CURTAS

VIA FACSIMILE & MAIL
385-7268

Bob Genzer, Planning Supervisor
City of Las Vegas
Community Planning & Development
731 S. 4th St.
Las Vegas, NV 89101

Re: Z-105-93(5) One Year Review of Project Status

Dear Bob:

Pursuant to your letter dated March 30, 1999, our client has been working with the City to obtain building permits for development. Our traffic study was submitted and approved. A drainage study was submitted. An updated drainage plan was approved for approximately two-thirds of the western property. The improvement plans for the McDonalds and Rite-Aid are almost completed.

If you have any questions or need further information, please call me.

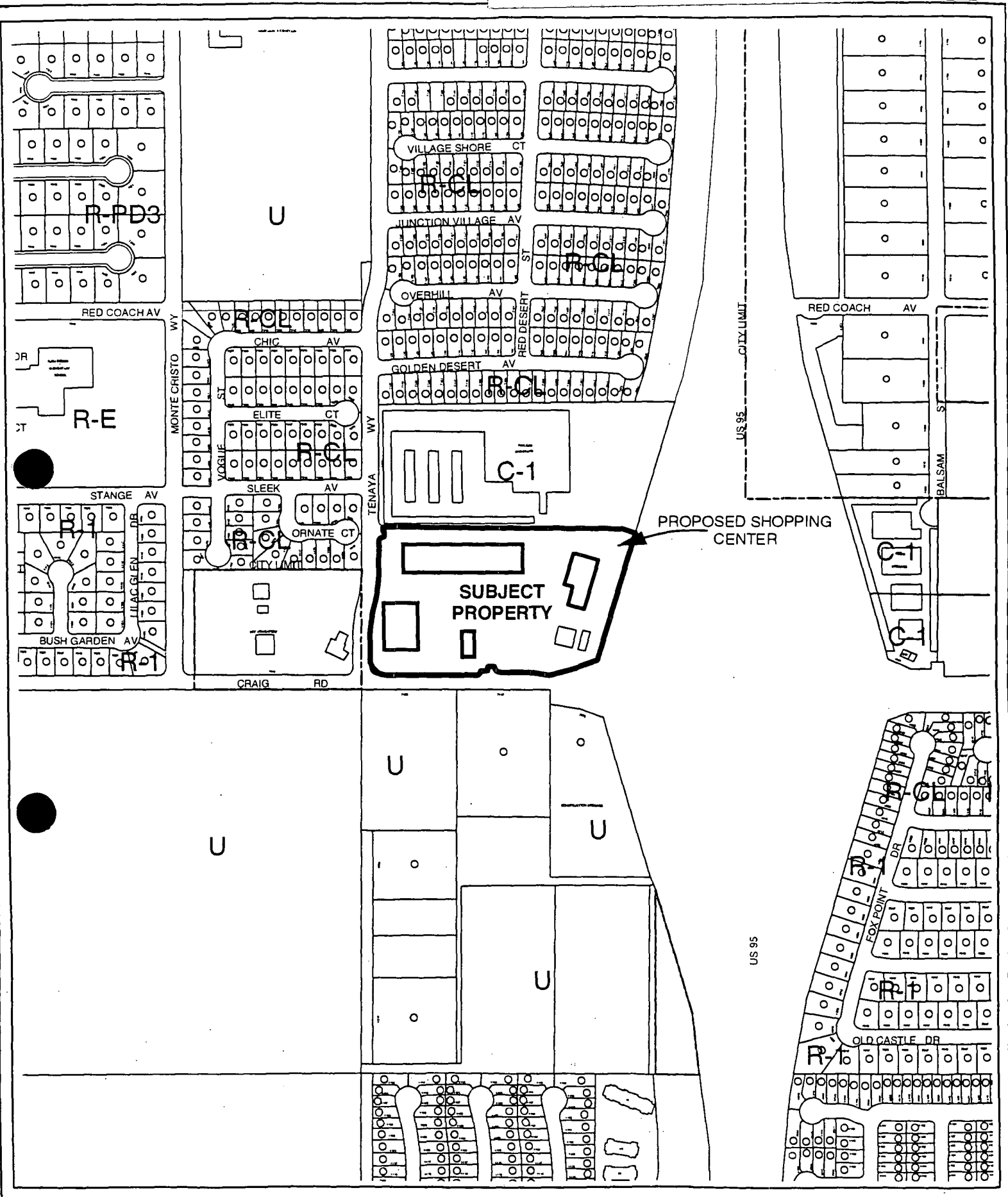
Sincerely,

KUMMER KAEMPFER BONNER & RENSHAW


Robert J. Gronauer

RJG/mlt

RECEIVED
99 APR 19 PM 1:15
PLANNING AND
DEVELOPMENT

CASE: **Z-105-93(5)**

**KUMMER KAEMPFER BONNER & RENSHAW
ATTORNEYS AT LAW**

JOHN C. RENSILAW
THOMAS F. KUMMER
CHRISTOPHER L. KAEMPFER
MICHAEL J. BONNER
JOHN N. BREWER
GERALD D. WAITE
SHERWOOD N. COOK
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E-Mail: NVLAW@KKBR.COM

May 10, 1999

THOMAS D. AMICK
NIKKI L. BAKER
GEORGE J. CLASEMAN
L. JOE COPPEDGE
GREGORY S. GILBERT
ROBERT J. GRONAUER
ROBERT C. KIM
KURT C. LAMBETH
ANGELA TURKICIANI OTTO
ELIZABETH A. SAVAGE
LYSSA M. SIMONELLI
JAMES R. SMYTH II
ANTHONY A. ZMAHA

OF COUNSEL
II. GREGORY NASKY
JAMES H. BILBRAY
JOHN A. CURTAS

VIA FACSIMILE
382-4803

Ms. Barbara Jo Ronemus
City Clerk
City of Las Vegas
400 E. Stewart, 1st Fl.
Las Vegas, NV 89101

**RE: Z-105-93(2) - Required One Year Review of Project Status
Levtar Partnership
NE Corner of Craig & Tenaya**

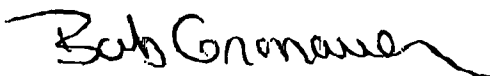
Dear Ms. Ronemus:

This office represents the applicant in the above-referenced matter. We respectfully request this matter be continued from the presently scheduled City Council hearing of May 10, 1999 until May 24, 1999. The additional time is needed to meet with staff regarding the proposed SID Ordinance.

Thank you for your consideration.

Sincerely,

KUMMER KAEMPFER BONNER & RENSHAW


Robert J. Gronauer

RJG/mlt

1999 MAY 10 P 3:04
RECEIVED
CITY CLERK

CITY COUNCIL

MEETING OF

MAY 10, 1999

City of Las Vegas

AGENDA & MINUTES

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COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

ITEM

ACTION

**PLANNING & DEVELOPMENT DEPARTMENT
- DISCUSSION****MODIFICATION TO THE LONE MOUNTAIN
MASTER PLAN - PUBLIC HEARING**

96 **ABEYANCE ITEM - Z-33-97(11) - LAS
VEGAS METROPOLITAN POLICE
DEPARTMENT**

Request for a Modification of the Lone Mountain Master Plan on property located on the north side of Cheyenne Avenue, approximately 700 feet west of Grand Canyon Drive, From: Parks/School/Recreation/Open Space To: Public Facility, Ward 4 (Brown), APN: 138-07-401-009.

NOTICES MAILED: 328 BY PLANNING DEPT

APPROVALS: 0

AFTER PC MEETING

_____ Letters
_____ Petitions

TOTAL 0

PROTESTS: 45

AFTER PC MEETING

_____ Letters
_____ Petitions

TOTAL 45

The Planning Commission (7-0 vote) and staff recommend APPROVAL, subject to:

- All development and use of this site shall conform with the Conditions of Approval of Z-33-97 and all other site-related actions.

BROWN - ABEYANCE of Item 96 [Z-33-97(11)] and Item 97 [Z-33-97(10)] to 5/24/99- UNANIMOUS

MAYOR JONES declared the Public Hearing open.

DEPUTY CHIEF RICHARD McKEE, Metropolitan Police Department, appeared to represent SHERIFF JERRY KELLER.

ATTORNEY GEORGE GARLOCK, Kittrell Garlock & Associates, 4170 South Decatur Boulevard, stated that this parcel located on the north side of Cheyenne Avenue will be developed with the Northwest Command Station and Training Academy and a running track to the north. The Nevada Power substation has been relocated slightly to the north and the Las Vegas Valley Water District site has been re-located off Cheyenne Avenue to the southeast corner. The balance of the property is designated as a future City park.

JOHN FREY, President, Tara Villas Homeowners Association, 3421 Conan Street, stated that this project will force relocation of a Nevada Power substation approved 8/10/98 spaced equally between Sun City, Tara Villas and Tara Estates. This location was agreed to after several neighborhood meetings hosted by COUNCILMAN BROWN and Nevada Power Company. The original location only required two power poles. The Police Department wants the power poles run along the east Water District's easement and not on their parcel. The new location which would provide convenient parking for the Training Academy is closer to Tara Estates and would require three power poles to reach from Cheyenne where the main power lines run. The last abeyance was to allow the City personnel, Las Vegas Valley Water District, Metropolitan Police Department, Nevada Power Company, and the architect to discuss incorporating the residents' concerns, but the resulting meetings were not open to Tara Villas residents. The residents support additional neighborhood meetings to be hosted by COUNCILMAN BROWN or the City's Real Estate and Asset Management Office to discuss the new location.

CITY COUNCIL

MEETING OF

MAY 10, 1999

City of Las Vegas

AGENDA & MINUTES

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COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

ITEM

ACTION

**PLANNING & DEVELOPMENT DEPARTMENT
- DISCUSSION**SITE DEVELOPMENT PLAN REVIEW -
PUBLIC HEARINGABEYANCE ITEM - Z-33-97(11) - LAS
VEGAS METROPOLITAN POLICE
DEPARTMENT

MAYOR JONES responded that the location of the power station was reviewed for several months in order to find the acceptable compromise. If this approval jeopardizes that agreement, it would be inappropriate to move forward without an additional meeting.

DEPUTY CHIEF McKEE stated the City approached Metro about putting a substation at this location. COUNCILMAN BROWN replied that this substation was originally approved four or five years ago at a site in this vicinity. A compromise was reached last August regarding the location. The substation application should not be delayed, but he indicated he would be willing to host a neighborhood meeting to make sure the residents are protected. A commitment was made to residents at a Town Hall meeting that equity would be provided for both the Sun City and Tara residents.

ROBERT GENZER, Planning & Development, demonstrated the original location and the relocated northern boundary of the substation on a map, reflecting a 247 foot difference.

MR. FREY stressed that Tara Villas residents do not want the power substation any closer to the boundaries of their subdivision than is reasonably necessary. The three power poles create a visual problem as well as affect their property values.

MAYOR JONES indicated the importance of a Metro substation in the Northwest. DEPUTY CHIEF McKEE advised that there is a plan for an August groundbreaking. COUNCILMAN BROWN asked about flexibility in moving the track. DEPUTY CHIEF McKEE answered that the track could be moved and added that it will be used for academy training as well as be open to the public.

DAVID ROARK, Real Estate and Asset Management Office, stated that the engineering plans came from the three parties involved and that the plan being presented represents the most economical, aesthetically pleasing and most adequate for everyone involved. Those plans can be shown to the neighbors. MAYOR JONES suggested that the relocation of the track could involve flipping it with the substation so the track would be adjacent to the neighbors.

CITY COUNCIL

MEETING OF

MAY 10, 1999

*City of Las Vegas***AGENDA & MINUTES**

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COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

ITEM**ACTION****PLANNING & DEVELOPMENT DEPARTMENT
- DISCUSSION****SITE DEVELOPMENT PLAN REVIEW -
PUBLIC HEARING****ABEYANCE ITEM - Z-33-97(11) - LAS
VEGAS METROPOLITAN POLICE
DEPARTMENT**

COUNCILMAN BROWN pointed out that there are points on Cheyenne that are more cost effective for bringing up power lines. In addition, the current power substation property has a dip which is a consideration for both grading and water movement on this site. He requested Item 96 [Z-33-97(11)] and Item 97 [Z-33-97(10)] be held for two weeks to resolve the distance issue via a neighborhood meeting to be facilitated by his office. DEPUTY CHIEF McKEE agreed to a two-week abeyance.

There was no further discussion.

MAYOR JONES declared the Public Hearing closed.

NOTE: All discussion relating to Item 96 [Z-33-97(11)] and Item 97 [Z-33-97(10)] was taken simultaneously under Item 96 [Z-33-97(11)].

(2:38 - 2:45)

3 - 658

City of Las Vegas

CITY COUNCIL MINUTES MEETING OF MAY 10, 1999

AGENDA DOCUMENTATION

TO: THE CITY COUNCIL	FROM: WILLARD TIM CHOW, DIRECTOR PLANNING AND DEVELOPMENT DEPARTMENT

SUBJECT: ABEYANCE ITEM - MODIFICATION OF THE LONE MOUNTAIN MASTER PLAN - PUBLIC HEARING - Z-33-97(11) - LAS VEGAS METROPOLITAN POLICE DEPARTMENT

PURPOSE/BACKGROUND

THIS ITEM WAS HELD IN ABEYANCE FROM THE APRIL 26, 1999 CITY COUNCIL MEETING AT STAFF'S REQUEST.

APPLICATION REQUEST:

This request is for a Modification of the Lone Mountain Master Plan use designation From: Parks/School/Recreation/Open Space To: Public Facility for a proposed Las Vegas Metropolitan Police Department substation and academy, on property located on the north side of Cheyenne Avenue, approximately 700 feet west of Grand Canyon Drive.

BACKGROUND DATA:

06/13/97 The City Council approved a request to Rezone this property to PD (Planned Development) for a mixed use master planned residential and commercial development (Z-33-97).

DETAILS OF APPLICATION REQUEST:

Site Area:	7.58	Acres
Substation Building Area:	17,235	Square Feet
Academy Building Area:	21,378	Square Feet
Total Building Area:	38,613	Square Feet
Floor Area Ratio:	0.11	
Building Height:	32	Feet
Parking Required:	192	Parking Spaces
Parking Provided:	378	Parking Spaces

The site plan depicts two proposed buildings sited on the southwest corner of the site, with visitor parking located between the buildings and Cheyenne Avenue. Access to the visitor parking is provided from Cheyenne Avenue and Conquistador Avenue. Employee parking, staff, student, and storage parking is located north and east of the buildings. A running track is proposed on the northernmost portion of the site.

Agenda Item

96

City of Las Vegas

**CITY COUNCIL MINUTES
MEETING OF
MAY 10, 1999**

AGENDA DOCUMENTATION

TO: THE CITY COUNCIL	FROM: WILLARD TIM CHOW, DIRECTOR PLANNING AND DEVELOPMENT DEPARTMENT

SUBJECT: ABEYANCE ITEM - MODIFICATION OF THE LONE MOUNTAIN MASTER PLAN - PUBLIC HEARING - Z-33-97(11) - LAS VEGAS METROPOLITAN POLICE DEPARTMENT

PURPOSE/BACKGROUND

The building elevations depict a modern architectural style with multiple materials and textures applied to the building facades which break up the otherwise massive walls and add interest to the building. The proposed materials and colors include concrete masonry unit (light gray honed-face, tan smooth-face, and beige split-face), bronze steel, and a light gray metal roof. The building trim and doors include tan, maize, light blue, and white colors.

The landscape plan depicts landscaping along the perimeter of the site and within the parking lot. An 8 foot high masonry security wall and a wrought iron fence with pilasters 20 feet on center surround the facility.

The floor plans depict the training rooms, offices, conference rooms, and locker rooms for the training academy and substation.

ZONING AND DEVELOPMENT OF ADJACENT PROPERTIES:

North	PD (ROI)	Unimproved
East	R-CL	Unimproved, Las Vegas Valley Water District Facility
South	PC	Single Family Residential
West	PD (ROI), U (PCD)	Unimproved

FINDINGS:

The site is adjacent to other planned and existing public uses on the east and north boundaries. These include the water facility to the east, the power facility to the north, and a planned park also located north of the site. The proposed use is a necessary public use and is generally compatible with the surrounding planned public facilities and residential uses. The site is located on a primary arterial street, Cheyenne Avenue, which is designed and improved for the type of traffic associated with the proposed substation and academy.

Agenda Item

*City of Las Vegas***CITY COUNCIL MINUTES
MEETING OF
MAY 10, 1999****AGENDA DOCUMENTATION****TO:**
THE CITY COUNCIL**FROM:** WILLARD TIM CHOW, DIRECTOR
PLANNING AND DEVELOPMENT DEPARTMENT**SUBJECT:** ABEYANCE ITEM - MODIFICATION OF THE LONE MOUNTAIN MASTER PLAN - PUBLIC HEARING -
Z-33-97(11) - LAS VEGAS METROPOLITAN POLICE DEPARTMENT**PURPOSE/BACKGROUND**

The Planning Commission (7-0 vote) and staff recommend APPROVAL.

[Note: While the Planning Commission was not inclined to recommend denial, several concerns were stated regarding the impact that this development will have on the proposed Nevada Power Substation site location.]

PC NOTICES MAILED: 328

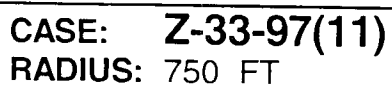
APPROVALS: 0

PROTESTS: 45

[The protesters were concerned that, as a result of this development, the proposed Nevada Power Substation will be located farther north, much closer to the Tara Villas development than originally planned.]

SEE ATTACHED LOCATION MAP

Agenda Item





CITY COUNCIL

MEETING OF

MAY 10, 1999

*City of Las Vegas***AGENDA & MINUTES**

Page 64

COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

ITEM**ACTION****PLANNING & DEVELOPMENT DEPARTMENT
- DISCUSSION****SITE DEVELOPMENT PLAN REVIEW -
PUBLIC HEARING**

97 ABEYANCE ITEM - Z-33-97(10) - LAS
VEGAS METROPOLITAN POLICE
DEPARTMENT

Request for a Site Development Plan Review on property located on the north side of Cheyenne Avenue, approximately 700 feet west of Grand Canyon Drive FOR A PROPOSED 38,613 SQUARE FOOT LAS VEGAS METROPOLITAN POLICE DEPARTMENT ACADEMY AND SUBSTATION, U (Undeveloped) Zone [PCD (Planned Community Development) General Plan Designation] under Resolution of Intent to PD (Planned Development), Size: 7.58 Acres, Ward 4 (Brown), APN: 138-07-401-009.

NOTICES MAILED: 328 BY PLANNING DEPT

APPROVALS: 0

AFTER PC MEETING

_____ Letters

_____ Petitions

TOTAL 0

PROTESTS: 45

AFTER PC MEETING

_____ Letters

_____ Petitions

TOTAL 45

The Planning Commission (7-0 vote) and staff recommend APPROVAL, subject to:

1. Site development to comply with all applicable Conditions of Approval for Z-33-97 and all other site-related actions as required by the Department of Public Works and the Planning and Development Department.

BROWN - ABEYANCE of Item 96 [Z-33-97(11)] and Item 97 [Z-33-97(10) to 5/24/99 - UNANIMOUS

MAYOR JONES declared the Public Hearing open.

DEPUTY CHIEF RICHARD McKEE, Metropolitan Police Department, appeared to represent SHERIFF JERRY KELLER.

ATTORNEY GEORGE GARLOCK, Kittrell Garlock & Associates, 4170 South Decatur Boulevard.

JOHN FREY, President, Tara Villas Homeowners Association, 3421 Conan Street.

MAYOR JONES declared the Public Hearing closed.

NOTE: All discussion relating to Item 96 [Z-33-97(11)] and Item 97 [Z-33-97(10)] was taken simultaneously under Item 96 [Z-33-97(11)].

(2:38 - 2:45)

3 - 658

CITY COUNCIL

MEETING OF

MAY 10, 1999

*City of Las Vegas***AGENDA & MINUTES**

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COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

ITEM**ACTION****PLANNING & DEVELOPMENT DEPARTMENT
- DISCUSSION****ABEYANCE to 5/24/99**ABEYANCE ITEM - Z-33-97(10) - LAS
VEGAS METROPOLITAN POLICE
DEPARTMENT

2. Construct half-street improvements including appropriate overpaving (if legally able) on the Conquistador Street alignment (a.k.a. "Academy Lane") adjacent to this site concurrent with development of this site as required by the Department of Public Works.

3. Construct all incomplete half-street improvements on Cheyenne Avenue adjacent to this site as required by the Department of Public Works.

4. Meet with the Traffic Engineering Representative in Land Development for assistance in the possible redesign of the proposed driveway access, on-site circulation and parking lot layout, as well as the proposed median modifications on Cheyenne Avenue, prior to the submittal of any construction plans or the issuance of any permits, whichever may occur first. Driveways shall be designed, located and constructed in accordance with Standard Drawing #222a as required by the Department of Public Works.

5. All landscaping and/or monument signs installed with this project shall be situated and maintained so as to not create sight visibility obstructions for vehicular traffic at all development access drives and abutting street intersections.

6. A site-specific Drainage Plan and Technical Drainage Study must be submitted to and approved by the Department of Public Works prior to the issuance of any building or grading permits as required by the Department of Public Works. Provide and improve all drainageways recommended in the approved Drainage Plan/Study.

CITY COUNCIL

MEETING OF

MAY 10, 1999

*City of Las Vegas***AGENDA & MINUTES**

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COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

ITEM**ACTION****PLANNING & DEVELOPMENT DEPARTMENT
- DISCUSSION****ABEYANCE to 5/24/99****ABEYANCE ITEM - Z-33-97(10) - LAS
VEGAS METROPOLITAN POLICE
DEPARTMENT**

7. All development shall be in conformance with the site development plan and building elevations.

8. Landscaping and a permanent underground sprinkler system shall be provided as required by the Planning Commission and shall be permanently maintained in a satisfactory manner. For non-residential developments, failure to properly maintain required landscaping and underground sprinkler systems shall be cause for revocation of a business license.

9. A landscaping plan must be submitted prior to or at the same time application is made for a building permit or license, or prior to occupancy, whichever occurs first.

10. All mechanical equipment, air conditioners and trash areas shall be screened from view from the abutting streets (excluding single family development).

11. All City Code requirements and design standards of all City departments must be satisfied.

12. A fully operational fire protection system, including fire apparatus roads, fire hydrants and water supply, shall be installed and shall be functioning prior to construction of any combustible structures.

13. Where new water mains are extended along streets and fire hydrants are not needed for protection of structures, hydrants shall be spaced at a maximum distance of 1,000 feet to provide for transportation hazards.

14. Fence heights shall be measured from the side of the fence with the least vertical exposure above the finished grade.

CITY COUNCIL

MEETING OF

MAY 10, 1999

*City of Las Vegas***AGENDA & MINUTES**

Page 67

COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

ITEM**ACTION****PLANNING & DEVELOPMENT DEPARTMENT
- DISCUSSION****ABEYANCE to 5/24/99**ABEYANCE ITEM - Z-33-97(10) - LAS
VEGAS METROPOLITAN POLICE
DEPARTMENT

15. Provide plans showing accessible exterior routes from public transportation stops, accessible parking, passenger loading zones and public sidewalks to the accessible building entrance(s) with submittal of plans for building permits as required by the Department of Building and Safety. Accessible routes shall have running slopes and cross slopes in accordance with the applicable code.

City of Las Vegas

CITY COUNCIL MINUTES

MEETING OF
MAY 10, 1999

AGENDA DOCUMENTATION

TO: THE CITY COUNCIL	FROM: WILLARD TIM CHOW, DIRECTOR PLANNING AND DEVELOPMENT DEPARTMENT

SUBJECT: ABEYANCE ITEM - SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - Z-33-97(10) - LAS VEGAS METROPOLITAN POLICE DEPARTMENT

PURPOSE/BACKGROUND

THIS ITEM WAS HELD IN ABEYANCE FROM THE APRIL 26, 1999 CITY COUNCIL MEETING AT STAFF'S REQUEST.

APPLICATION REQUEST:

This is a request for a Site Development Plan Review on property located on the north side of Cheyenne Avenue, approximately 700 feet west of Grand Canyon Drive for a proposed 38,613 square foot Las Vegas Metropolitan Police Department academy and substation.

BACKGROUND DATA:

06/13/97 The City Council approved a request to Rezone this property to PD (Planned Development) for a mixed use master planned residential and commercial development (Z-33-97).

DETAILS OF APPLICATION REQUEST:

Site Area:	7.58	Acres
Substation Building Area:	17,235	Square Feet
Academy Building Area:	21,378	Square Feet
Total Building Area:	38,613	Square Feet
Floor Area Ratio:	0.11	
Building Height:	32	Feet
Parking Required:	192	Parking Spaces
Parking Provided:	378	Parking Spaces

The site plan depicts two proposed buildings sited on the southwest corner of the site, with visitor parking located between the buildings and Cheyenne Avenue. Access to the visitor parking is provided from Cheyenne Avenue and Conquistador Avenue. Employee parking, staff, student, and storage parking is located north and east of the buildings. A running track is proposed on the northernmost portion of the site.

Agenda Item

97

City of Las Vegas

**CITY COUNCIL MINUTES
MEETING OF
MAY 10, 1999**

AGENDA DOCUMENTATION

TO:
THE CITY COUNCIL

FROM: WILLARD TIM CHOW, DIRECTOR
PLANNING AND DEVELOPMENT DEPARTMENT

SUBJECT: ABEYANCE ITEM - SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - Z-33-97(10) - LAS VEGAS METROPOLITAN POLICE DEPARTMENT

PURPOSE/BACKGROUND

The building elevations depict a modern architectural style with multiple materials and textures applied to the building facades which break up the otherwise massive walls and add interest to the building. The proposed materials and colors include concrete masonry unit (light gray honed-face, tan smooth-face, and beige split-face), bronze steel, and a light gray metal roof. The building trim and doors include tan, maize, light blue, and white colors.

The landscape plan depicts landscaping along the perimeter of the site and within the parking lot. An 8 foot high masonry security wall and a wrought iron fence with pilasters 20 feet on center surround the facility.

The floor plans depict the training rooms, offices, conference rooms, and locker rooms for the training academy and substation.

ZONING AND DEVELOPMENT OF ADJACENT PROPERTIES:

North	PD (ROI)	Unimproved
East	R-CL	Unimproved, Las Vegas Valley Water District Facility
South	PC	Single Family Residential
West	PD (ROI), U (PCD)	Unimproved

FINDINGS:

PLOT PLAN:

The proposed site design creates a compatible development with the adjacent properties. Specifically, the site design screens the bulk of the parking areas from view of the public right of way. In addition, because of the site location, much of the parking area is located adjacent to other planned and existing public uses.

The site is located on a primary arterial street, Cheyenne Avenue, which is designed and improved for the type of traffic associated with the proposed substation and academy. Access to and from the site is from Cheyenne Avenue and Conquistador Avenue which is a local collector street.

Agenda Item

*City of Las Vegas***CITY COUNCIL MINUTES
MEETING OF
MAY 10, 1999****AGENDA DOCUMENTATION**

TO: THE CITY COUNCIL	FROM: WILLARD TIM CHOW, DIRECTOR PLANNING AND DEVELOPMENT DEPARTMENT

SUBJECT: ABEYANCE ITEM - SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - Z-33-97(10) - LAS VEGAS METROPOLITAN POLICE DEPARTMENT

PURPOSE/BACKGROUND

The Planning Commission (7-0 vote) and staff recommend APPROVAL.

[Note: While the Planning Commission was not inclined to recommend denial, several concerns were stated regarding the impact that this development will have on the proposed Nevada Power Substation site location.]

PC NOTICES MAILED: 328

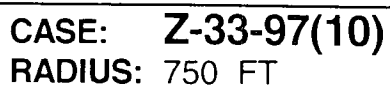
APPROVALS: 0

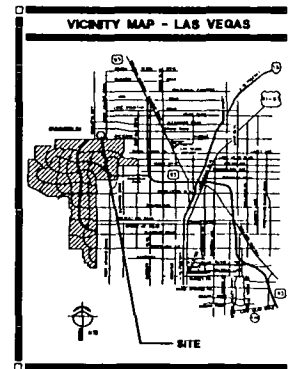
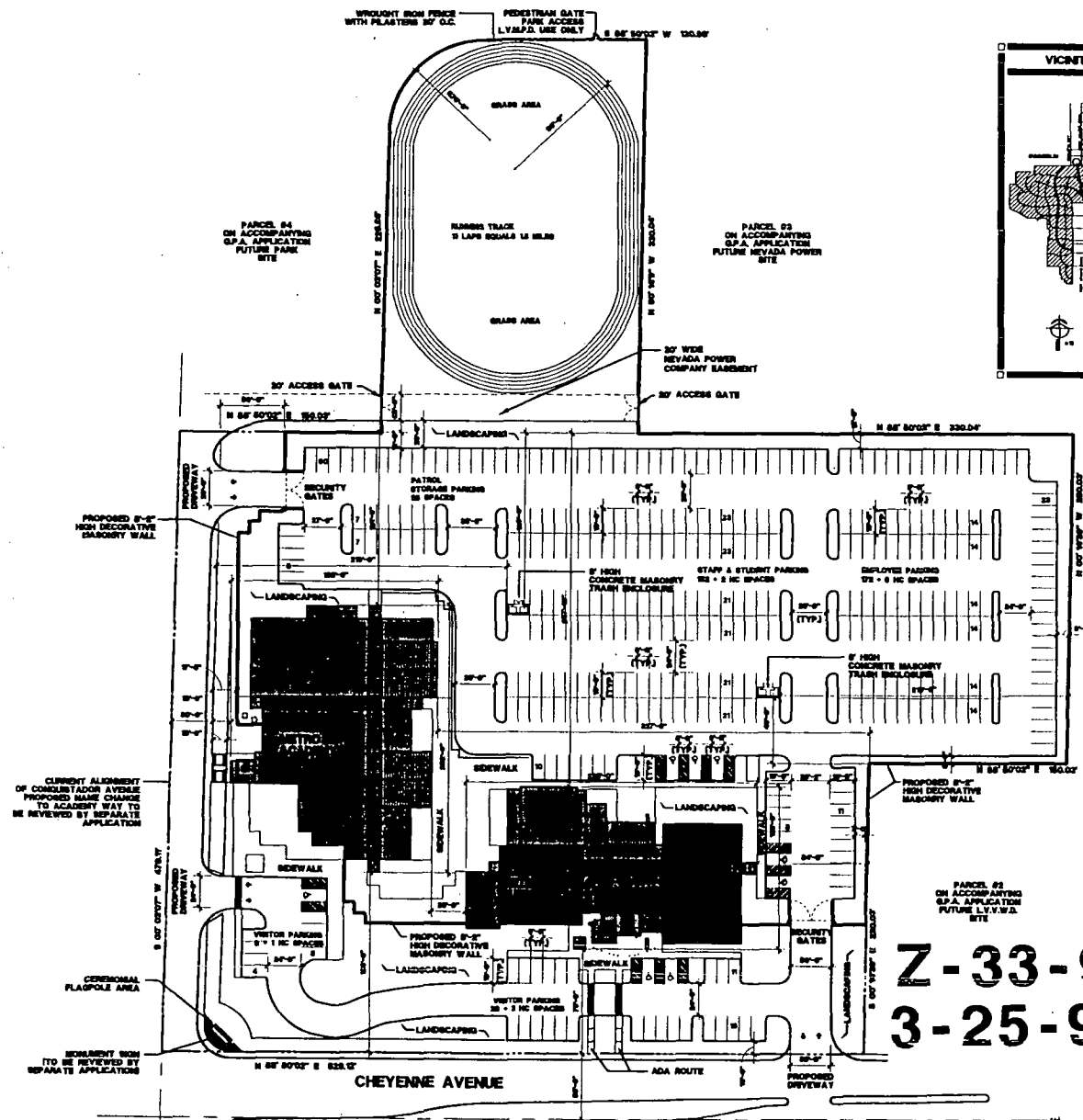
PROTESTS: 45

[The protesters were concerned that, as a result of this development, the proposed Nevada Power Substation will be located farther north, much closer to the Tara Villas development than originally planned.]

SEE ATTACHED LOCATION MAP

Agenda Item





CONTACT

KGA ARCHITECTURE
4170 SOUTH DECATUR SUITE 88-8
LAS VEGAS, NEVADA 89103
702.367.6900

PROPERTY OWNER

UNITED STATES OF AMERICA
WASHINGTON DC 20008

APPLICANT

LAS VEGAS METROPOLITAN POLICE DEPARTMENT
400 EAST STEWART AVENUE
LAS VEGAS, NEVADA 89101

SITE ANALYSIS

SITE AREA: 7.56 ACRES
A.P.N. (A PORTION OF) 8138-07-401-009
CURRENT ZONING: C-V
PROPOSED ZONING: UNDER RESOLUTION OF INTENT TO: P-D

BUILDING AREA (SUBSTATION): 17,236 S.F. (GROSS)
BUILDING AREA (ACADEMY): 21,378 S.F. (GROSS)
BUILDING AREA (TOTAL): 38,613 S.F. (GROSS)
LOT COVERAGE: 11.7 % (GROSS)

PARKING ANALYSIS

METRO SUBSTATION:
PARKING REQUIRED (City of Las Vegas): 88
OFFICE (1/200 S.F.): 21
BRIEFING ROOM (1 PER 4 SEATS): 21
TOTAL: 107
PARKING REQUIRED (OWNER): AS REQUIRED
PARKING PROVIDED: 101 + 6 HC SPACES
BUILDING AREA: 17,236 S.F. (GROSS)

METRO ACADEMY:
PARKING REQUIRED (City of Las Vegas): 85
OFFICE (1/200 S.F.): 35
CLASSROOM (1 PER 4 SEATS): 35
AUDITORIUM (1 PER 4 SEATS): 155
TOTAL: 175
PARKING REQUIRED (OWNER): 175 + 3 HC SPACES
PARKING PROVIDED: 178 + 3 HC SPACES
BUILDING AREA: 21,378 S.F. (GROSS)

TOTAL:
PARKING REQUIRED (City of Las Vegas): 102
PARKING REQUIRED (OWNER): AS REQUIRED
PARKING PROVIDED: 389 + 9 HC SPACES
BUILDING AREA: 38,613 S.F. (GROSS)
LOT COVERAGE: 11.0 % (GROSS)

GENERAL NOTES

1. SEE ACCOMPANYING GENERAL PLAN AMENDMENT SITE PLAN FOR VICINITY AND AREA PARCEL MAPS.
2. SEE ACCOMPANYING GENERAL PLAN AMENDMENT SITE PLAN FOR AREA PARCEL NUMBERS AND CURRENT ZONING INFORMATION.
3. SEE APPLICATION FOR LEGAL DESCRIPTION.
4. SEE LANDSCAPE SITE PLAN FOR DETAILED LANDSCAPING INFORMATION.
5. SEE GENERAL PLAN AMENDMENT SITE PLAN FOR ADDITIONAL VICINITY MAPS AND SURROUNDING PARCEL INFORMATION.

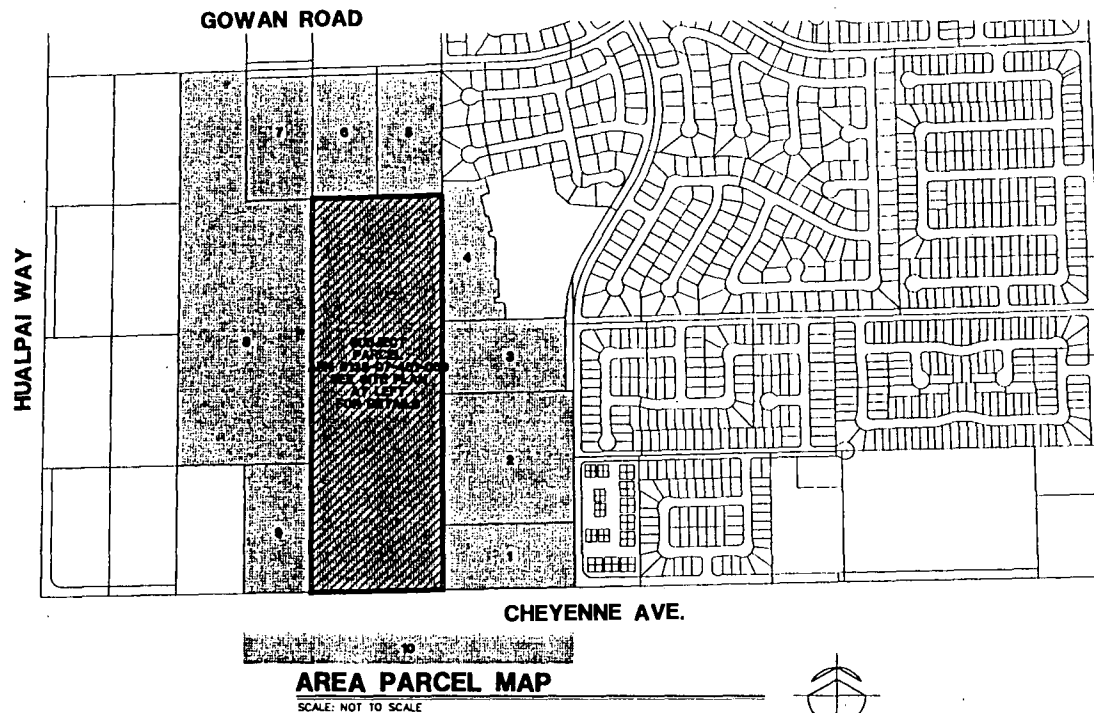
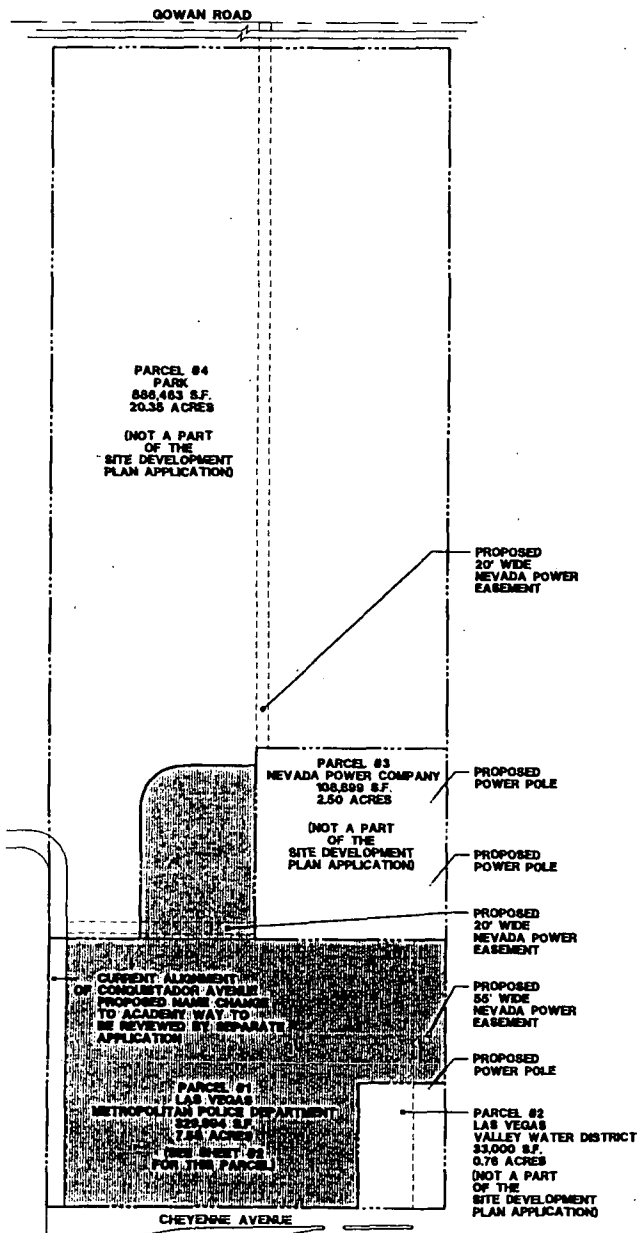
SITE DEVELOPMENT PLAN REVIEW - SITE PLAN
SCALE: 1" = 40'-0"

**Z-33-97(10)
3-25-99 PC**

STAFF

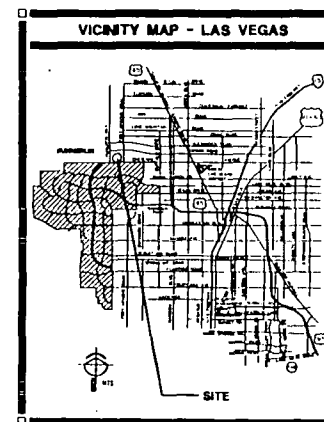
LVMPD
SUBSTATION AND
ACADEMY
LAS VEGAS, NEVADA





AREA PARCEL MAP LEGEND

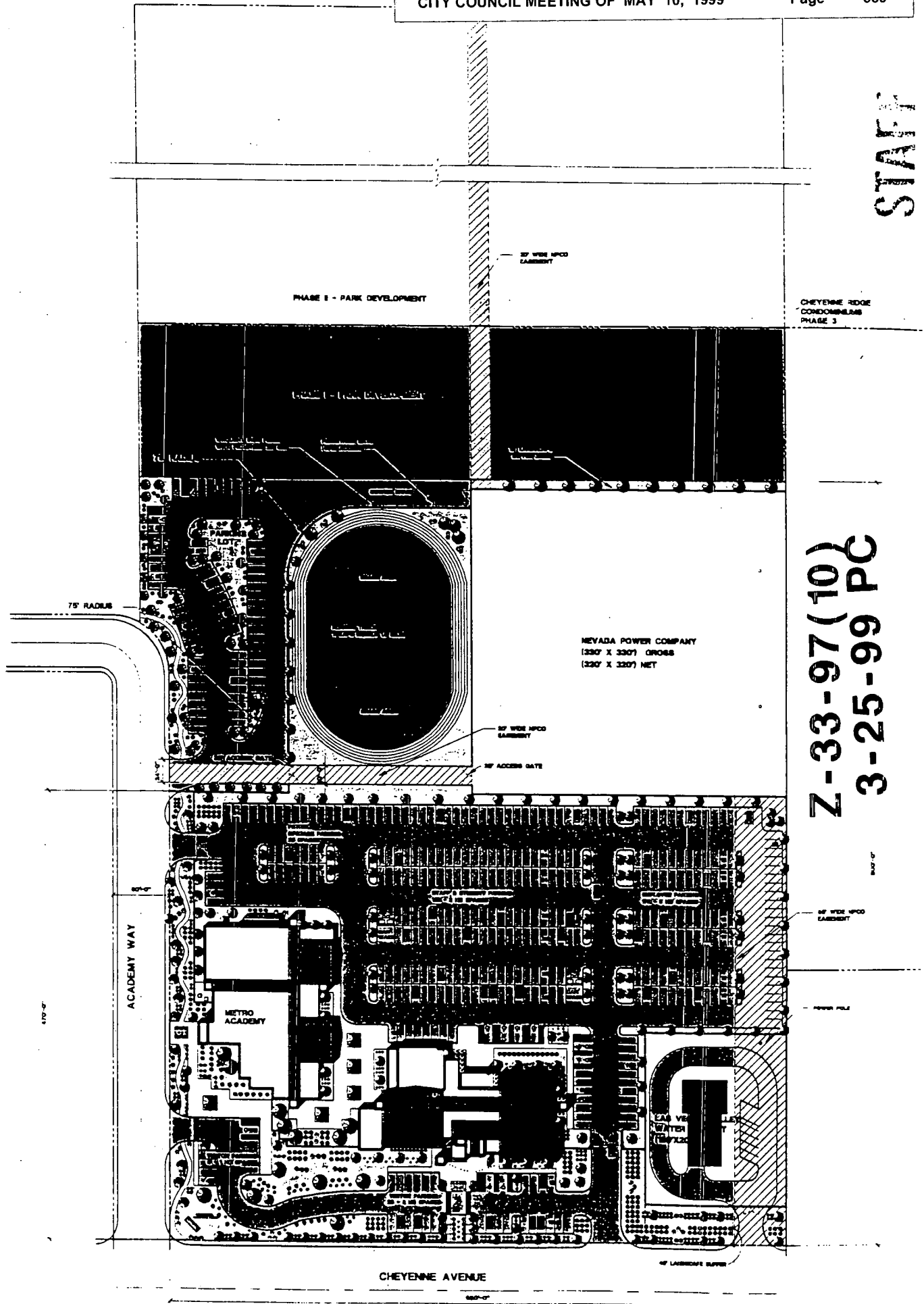
1	CITY OF LAS VEGAS APN #138-07-401-008 VACANT EXISTING ZONING: R-CL ROI ZONING: NONE EXISTING USE: VACANT	6	CITY OF LAS VEGAS APN #138-07-301-005 VACANT EXISTING ZONING: C-V ROI ZONING: PD EXISTING USE: VACANT
2	UNINCORPORATED CLARK COUNTY APN #138-07-401-007 LAS VEGAS VALLEY WATER DISTRICT EXISTING ZONING: C-V ROI ZONING: PD EXISTING USE: PUBLIC UTILITY	7	CITY OF LAS VEGAS APN #138-07-301-004 VACANT EXISTING ZONING: U (PCD) ROI ZONING: NONE EXISTING USE: VACANT
3	CITY OF LAS VEGAS APN #138-07-410-VARIOUS CHEYENNE RIDGE - PHASE 3 EXISTING ZONING: U (ML) ROI ZONING: C-V EXISTING USE: R-PD10 CONDOMINIUMS	8	CITY OF LAS VEGAS APN #138-07-304-014 VACANT EXISTING ZONING: U (PCD) ROI ZONING: PD EXISTING USE: VACANT
4	CITY OF LAS VEGAS APN #138-07-312-VARIOUS CHEYENNE RIDGE - PHASE 2 EXISTING ZONING: U (ML) ROI ZONING: C-V EXISTING USE: R-PD10 CONDOMINIUMS	9	CITY OF LAS VEGAS APN #138-07-401-006 VACANT EXISTING ZONING: U (PCD) ROI ZONING: NONE EXISTING USE: VACANT
5	CITY OF LAS VEGAS APN #138-07-301-006 VACANT EXISTING ZONING: U (PCD) ROI ZONING: R-PD9 EXISTING USE: VACANT	10	CITY OF LAS VEGAS APN #138-15-110-VARIOUS SUN CITY LAS VEGAS - UNIT #37 EXISTING ZONING: P-C ROI ZONING: NONE EXISTING USE: SINGLE FAMILY



Z-33-97(10)
3-25-99 PC

STAFF

STAFF



Z-33-97(10)
3-25-99 PC

SITE PLAN

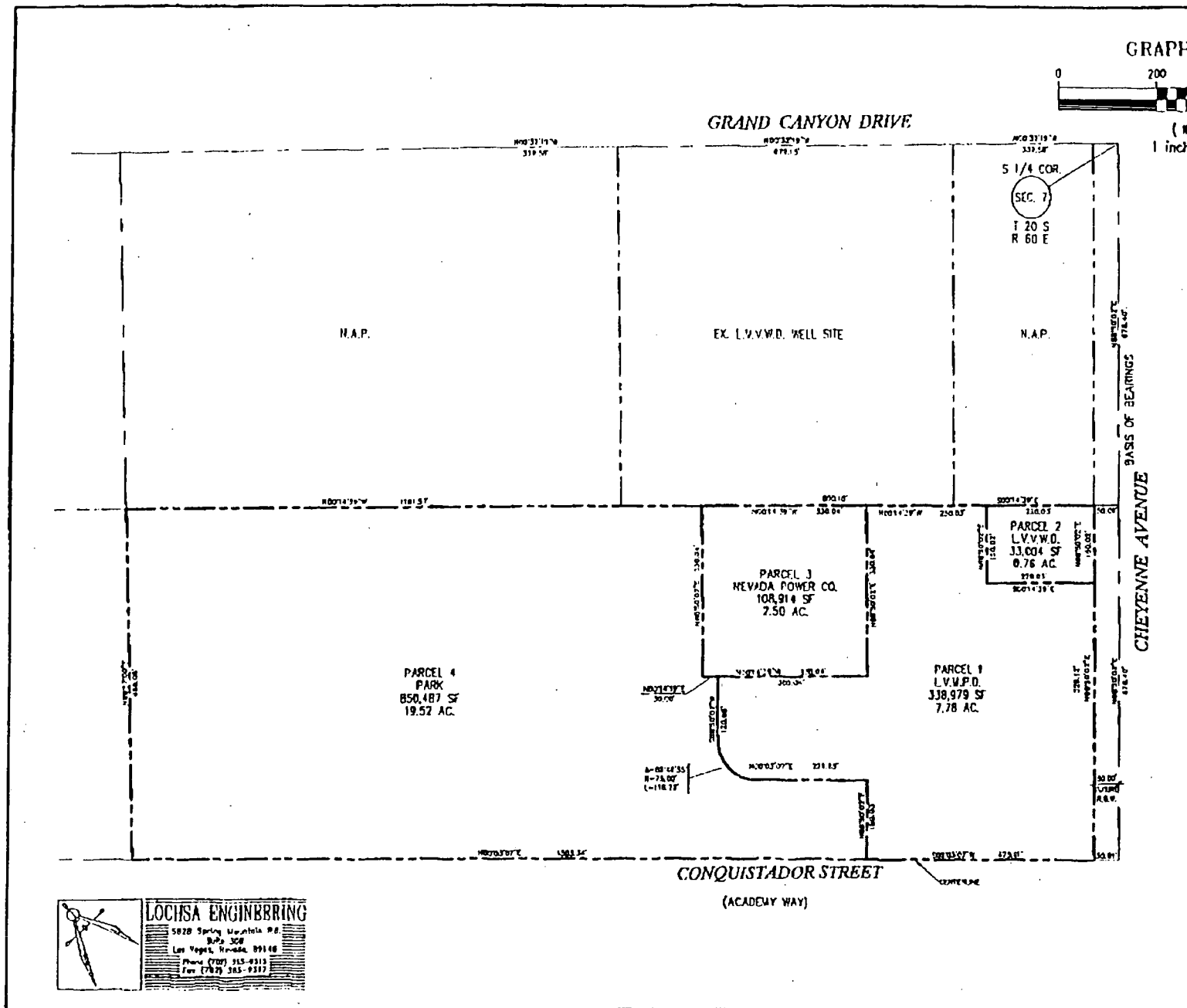
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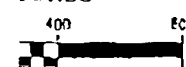
STAFF

Z-33-97(10) 3-25-99 PC

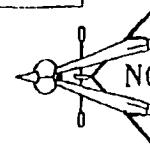
EXHIBIT "B-2"



GRAPHIC SCALE



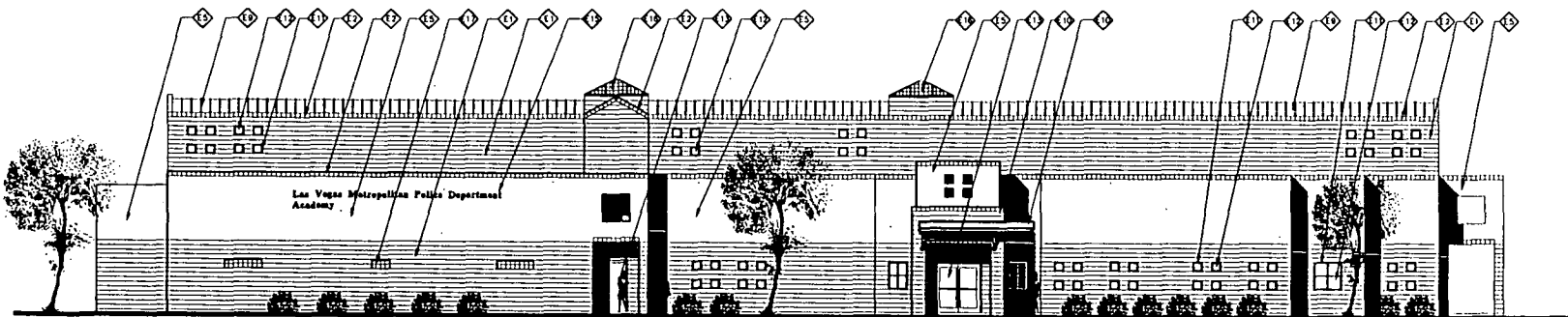
1 inch = 30 ft.



LOCHSA ENGINEERING
 5020 Spring Mountain Rd.
 Suite 300
 Las Vegas, Nevada, 89148
 Phone (702) 315-9315
 Fax (702) 365-9317

PROPOSED
 L.V.M.P.D. SITE

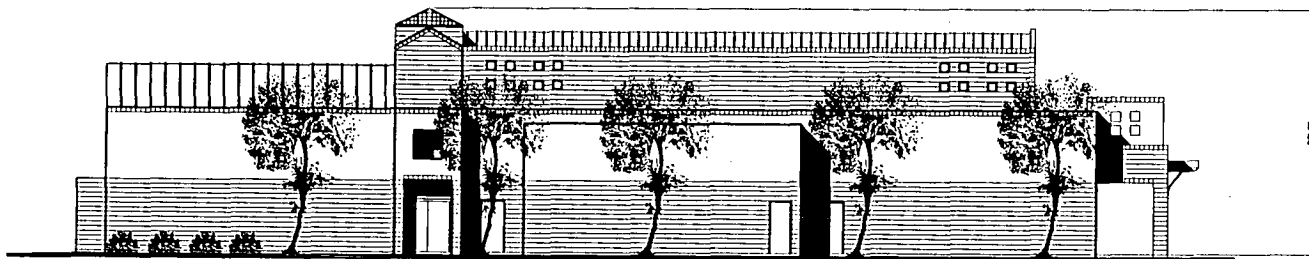
FEBRUARY 9, 1999



ACADEMY WEST ELEVATION

SCALE: 1/8" = 1'-0"

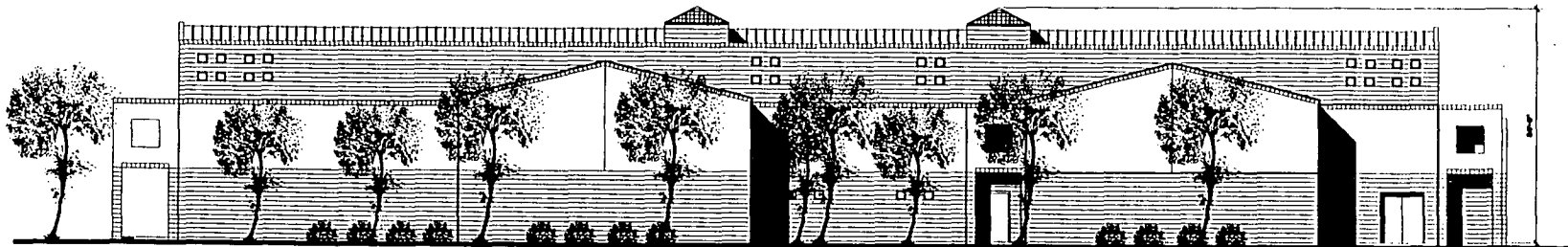
956A-WEL



ACADEMY NORTH ELEVATION

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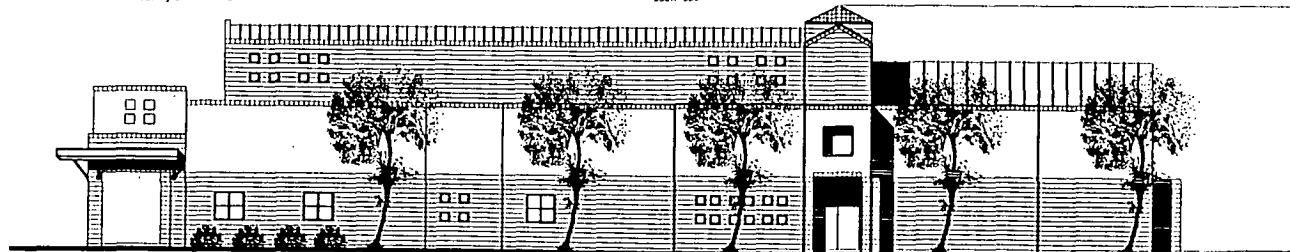
956A-NEL



ACADEMY EAST ELEVATION

SCALE: 1/8" = 1'-0"

956A-EEL



ACADEMY SOUTH ELEVATION

SCALE: 1/8" = 1'-0"

956A-SER

EXTERIOR FINISH	
MATERIAL AND COLOR	
E1	C.W.U. @ BUILDING MANUFACTURER: SUPERLITE "SUPERSTONE" FINISH: MONO-FACE, SEALED COLOR: BONE SIZE: 8" x 8" x 18" (LIGHT GRAY)
E2	C.W.U. @ BUILDING MANUFACTURER: SUPERLITE "SUPERSTONE" FINISH: MONO-FACE, SEALED COLOR: SANDOPE TAN SIZE: 8" x 8" x 18" (TAN)
E3	C.W.U. @ PERIMETER WALLS MANUFACTURER: C.S.R. FINISH: MONO-FACE COLOR: BUFF #1 SIZE: 8" x 8" x 18" (CREAM)
E4	C.W.U. @ PERIMETER WALLS MANUFACTURER: C.S.R. FINISH: MONO-FACE COLOR: BUFF #1 SIZE: 8" x 8" x 18" (CREAM)
E5	E.F.F. MANUFACTURER: FINISH: SMOOTH COLOR: COLOR EQUAL TO AMERITONE 2051C (COUNTRY CARMEN [MAIZE])
E6	E.F.F. MANUFACTURER: FINISH: SMOOTH COLOR: COLOR EQUAL TO AMERITONE 2051C [TAN]
E7	NOT USED
E8	TUBE STEEL @ TRELLIS FINISH: SMOOTH COLOR: AMERITONE 2051C [BRONZE]
E9	STANDING SEAM METAL ROOF MANUFACTURER: ASC PACIFIC FINISH: "SELECT SEAM" COLOR: SMOKE/T WHITE SIZE: 22 1/2" WIDE BAYETS [LIGHT GRAY]
E10	STAINLESS STEEL @ METAL ENTRANCE CANOPY MANUFACTURER: FINISH: SEALED COLOR: CLEAR
E11	ALUMINUM FRAMES AND DOORS COLOR: AMERITONE 2051C [BRONZE]
E12	1" INSULATING PANELS @ GLAZING COLOR: EXTERIOR/CLEAR INTERIOR MANUFACTURER: PPG ALUMINUM [LIGHT BLUE]
E13	HOLLOW METAL DOORS AND FRAMES COLOR: AMERITONE 2051C [BRONZE]
E14	C.W.U. CAP BLOCK @ PERIMETER WALLS MANUFACTURER: C.S.R. FINISH: SMOOTH-FACE, SAND COLOR: WHITE #1 SIZE: 2" x 8" x 16" (WHITE)
E15	SIGNAGE
E16	TRANSLUCENT PANEL SKYLIGHT SYSTEM
E17	GLASS BLOCK (8'x 8')
E18	ROOF DRAIN COVER PLATE
E19	FLAFOLE

STAFF

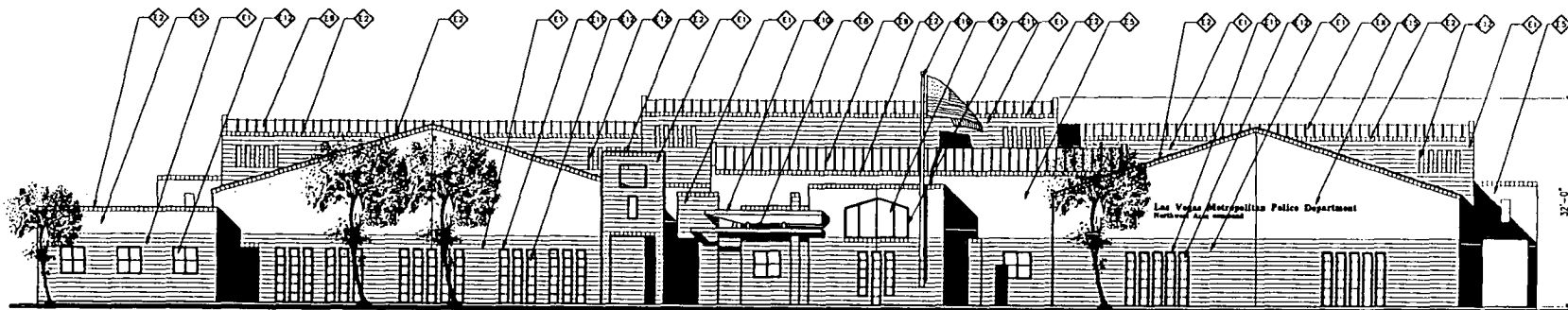
**Z-33-97(10)
3-25-99 PC**

**LVPD
SUBSTATION AND
ACADEMY**
LAS VEGAS, NEVADA

CITY COUNCIL MEETING OF MAY 10, 1999

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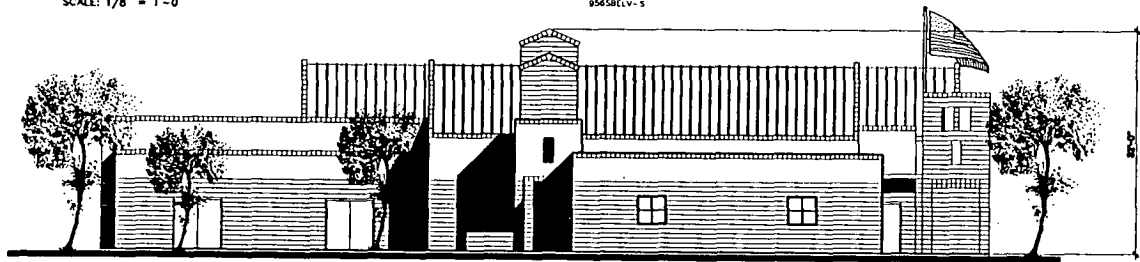
5 OF 6



SUBSTATION SOUTH ELEVATION

SCALE: 1/8" = 1'-0"

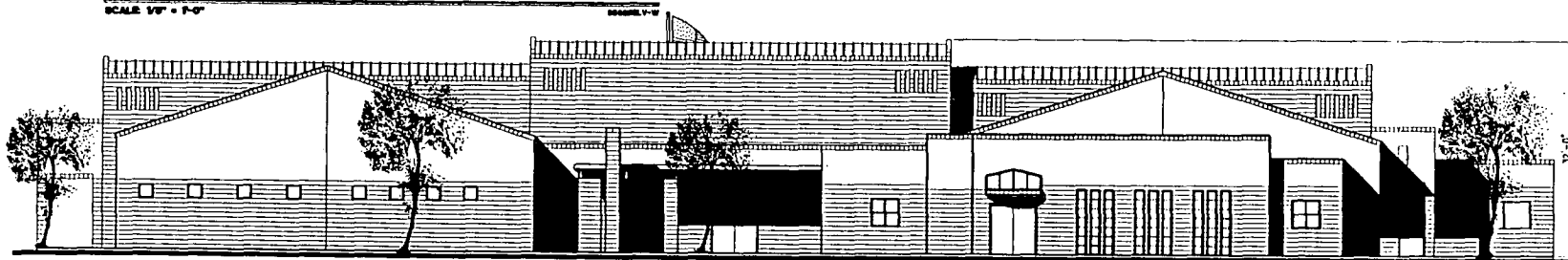
95658LV-5



SUBSTATION WEST ELEVATION

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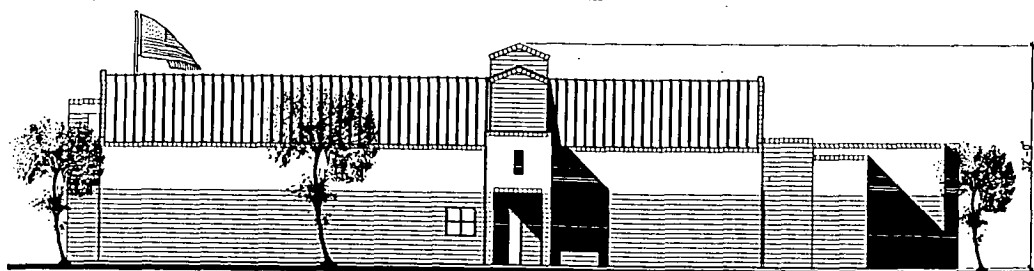
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SUBSTATION NORTH ELEVATION

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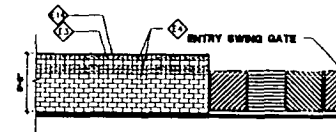
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SUBSTATION EAST ELEVATION

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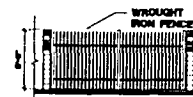
95658LV-8



CMU WALL DETAIL

SCALE: 1/8" = 1'-0"

95658LV-9



WROUGHT IRON FENCE DETAIL

SCALE: 1/8" = 1'-0"

95658LV-10

EXTERIOR FINISH

MATERIAL AND COLOR	
E1	CMU @ BUILDING MANUFACTURER: SUPERLITE "SUPERSTONE" FINISH: HONEY-FACE, SEALED COLOR: BONE SIZE: 8" x 8" x 16" (LIGHT GRAY)
E2	CMU @ BUILDING MANUFACTURER: SUPERLITE "SUPERSTONE" FINISH: HONEY-FACE, SEALED COLOR: HONEY-TAN SIZE: 8" x 8" x 16" (TAN)
E3	CMU @ PERIMETER WALLS MANUFACTURER: C.S.R. FINISH: SMOOTH-FACE COLOR: BUFF #3 SIZE: 8" x 8" x 16" (BEIGE)
E4	CMU @ PERIMETER WALLS MANUFACTURER: C.S.R. FINISH: SPLIT-FACE COLOR: BUFF #3/BLACK #14 SIZE: 8" x 8" x 16" (BEIGE)
E5	E.I.F.S. MANUFACTURER: FINISH: SMOOTH COLOR: EQUAL TO AMERITONE ZOSIC COUNTRY GARDEN (MAIZE)
E6	E.I.F.S. MANUFACTURER: FINISH: SMOOTH COLOR: EQUAL TO AMERITONE ZOSIC ACETAR (TAN)
E7	NOT USED
E8	TUBE STEEL @ TRELLIS FINISH: SMOOTH COLOR: AMERITONE ZOSIC CLASSIC (BRONZE)
E9	STANDING SEAM METAL ROOF MANUFACTURER: ASC PACIFIC FINISH: "SELECT SEAM" COLOR: SMOKE #1 WHITE SIZE: 22 1/2" WIDE BATTEN 1 7/8" WIDE SEAM BATTEN (LIGHT GRAY)
E10	STAINLESS STEEL @ METAL ENTRANCE CANOPY MANUFACTURER: FINISH: SEALED COLOR: CLEAR
E11	ALUMINUM FRAMES AND DOORS FINISH: AMERITONE ZOSIC CLASSIC (BRONZE)
E12	1" INSULATING PANELS @ GLAZING COLOR: EXTERIOR/CLEAR INTERIOR MANUFACTURER: PVC ALUMINUM (BLACK)
E13	HOLLOW METAL DOORS AND FRAMES COLOR: AMERITONE ZOSIC CLASSIC (BRONZE)
E14	CMU CAP BLOCK @ PERIMETER WALLS MANUFACTURER: C.S.R. FINISH: SMOOTH-FACE, SOLID COLOR: WHITE #1 SIZE: 21" x 4" x 16" (WHITE)
E15	SIGNALS
E16	TRANSLUCENT PANEL SKYLIGHT SYSTEM
E17	GLASS CLOCK (8" x 8")
E18	ROOF DRAIN COVER PLATE
E19	FLACOLE

STAFF

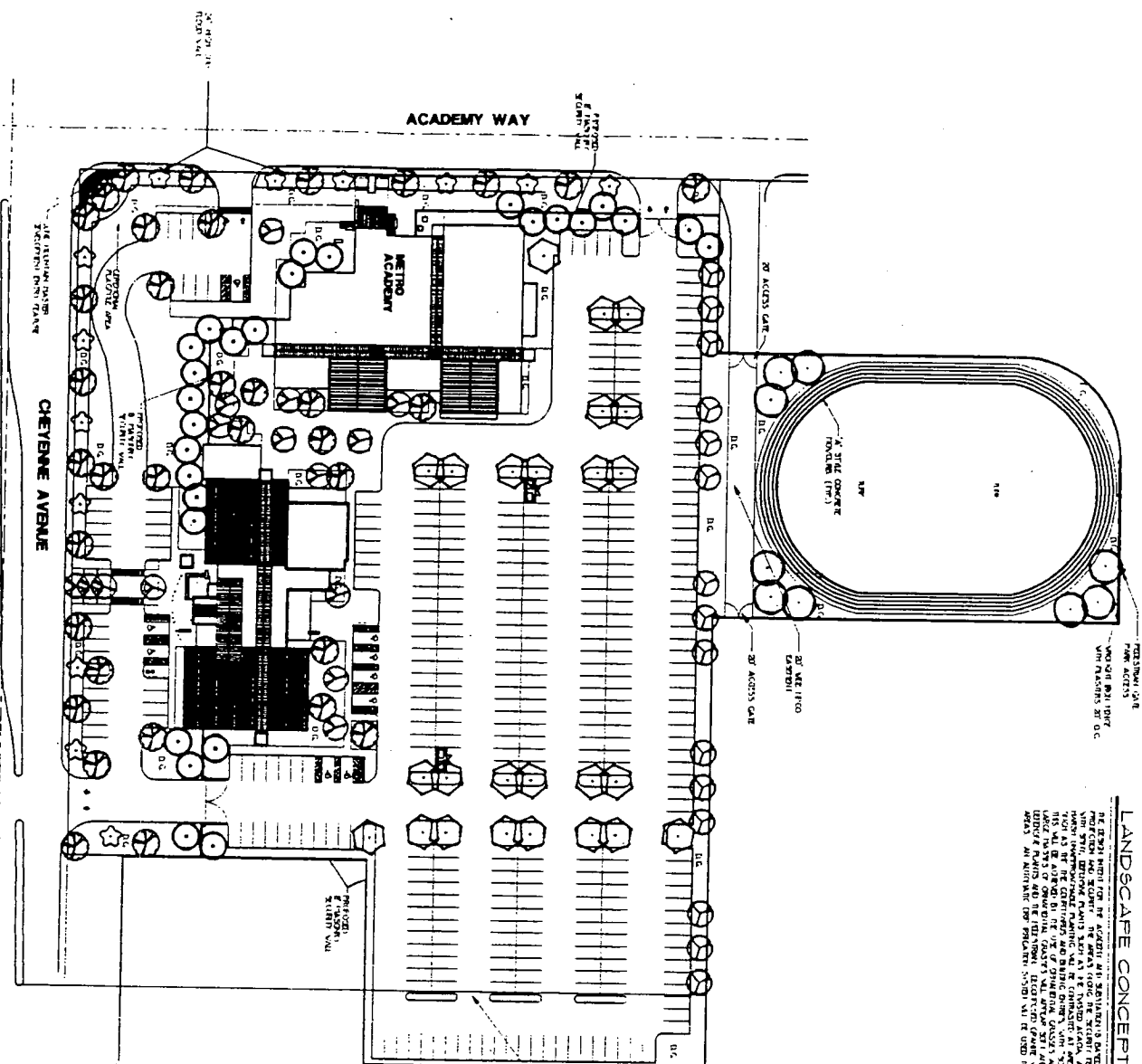
Z-33-97(10)

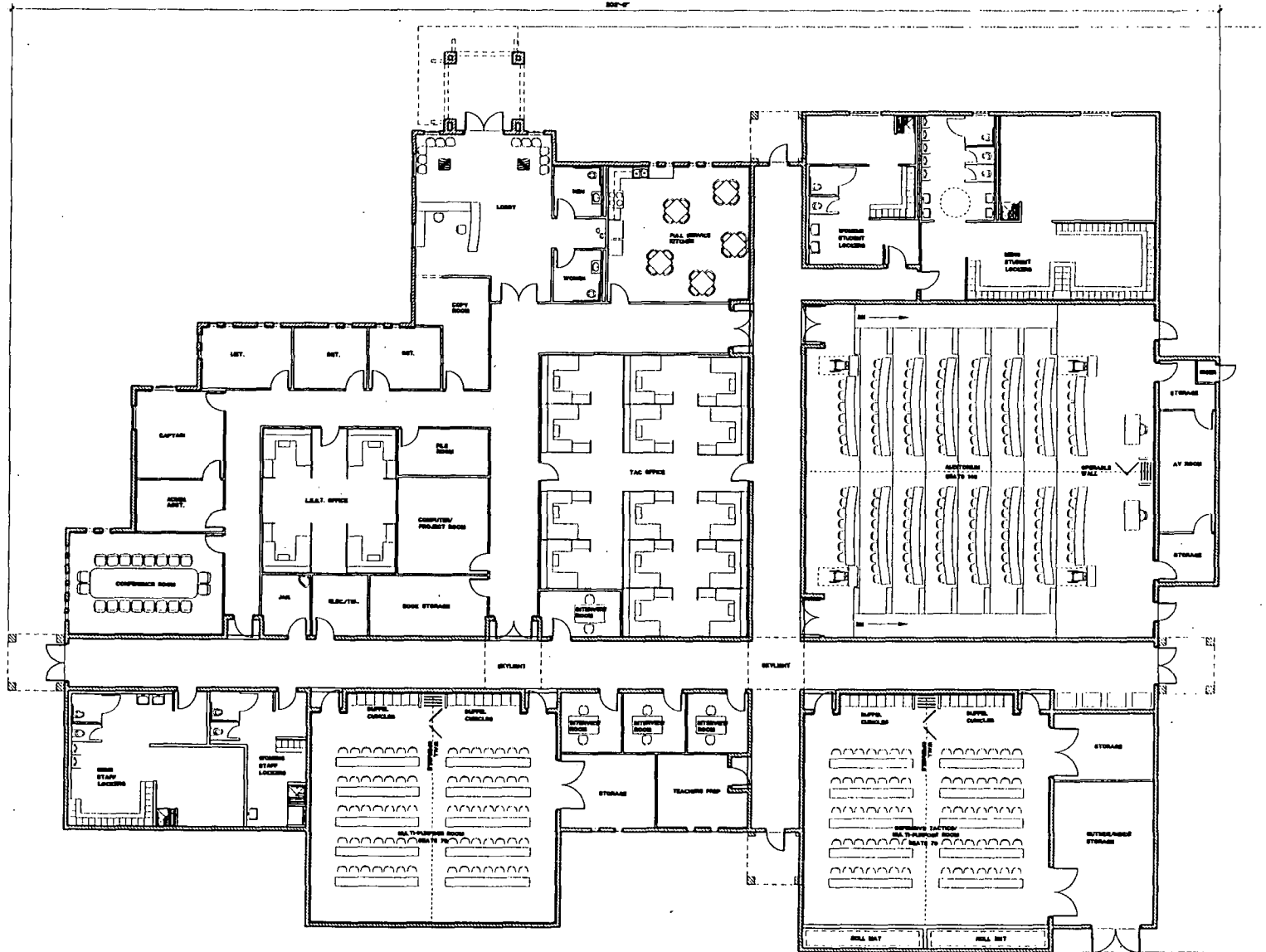
3-25-99 PC

**LVMPO
SUBSTATION AND
ACADEMY**
LAS VEGAS, NEVADA



CITY COUNCIL MEETING OF MAY 10, 1999





STAFF

ACADEMY FLOOR PLAN

SCALE: 1/8" = 1'-0"

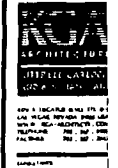
21,378 GROSS S.F.
936 S.F. NET

MAXIMUM OCCUPANCY: 418 PERSONS



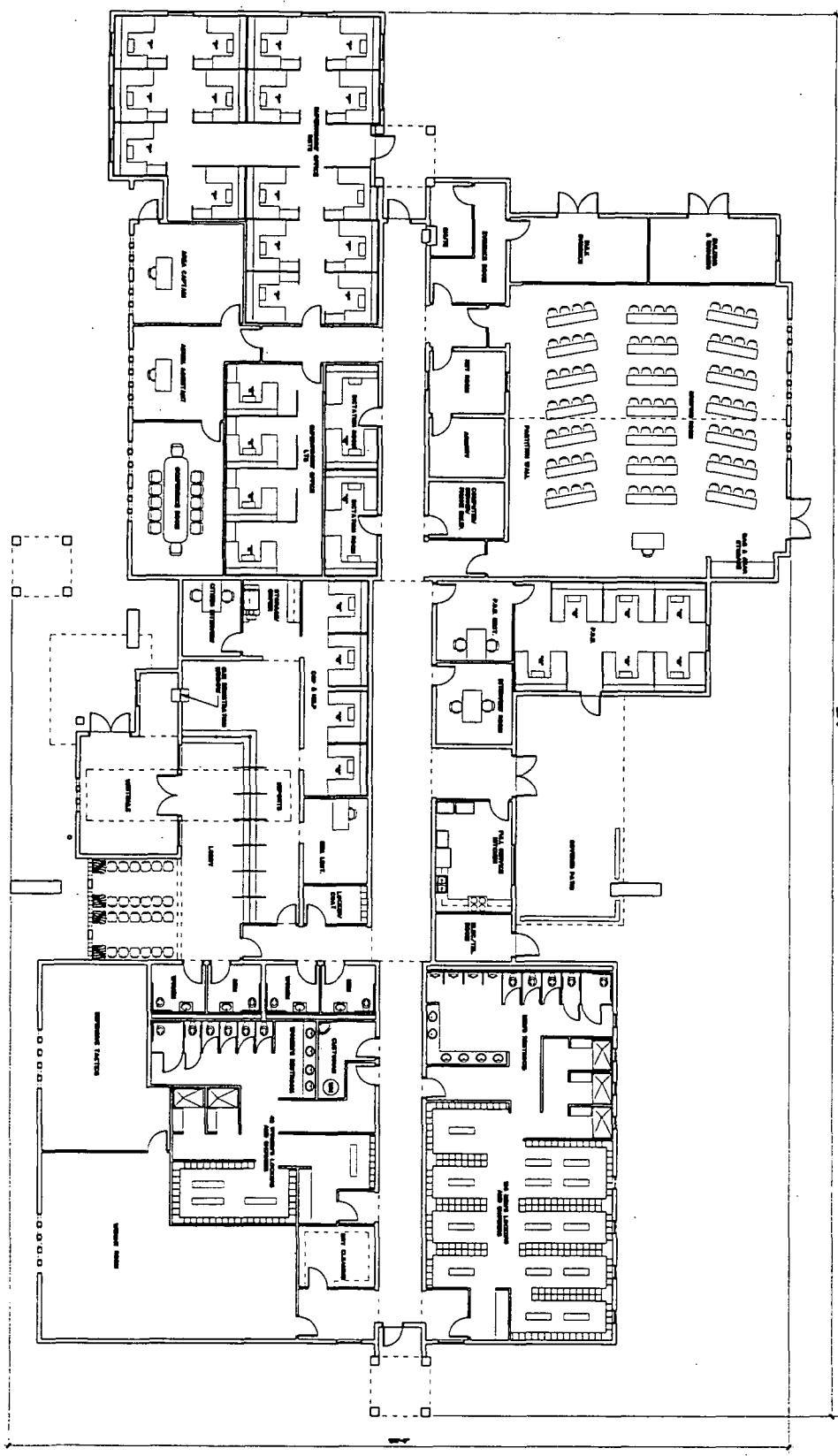
Z-33-97(10)
3-25-99 PC

LVMPD
SUBSTATION AND
ACADEMY
NEVADA
LAS VEGAS



LVMPD
SUBSTATION &
ACADEMY
FLOOR PLAN

3 OF 6



SUBSTATION FLOOR PLAN

SCALE: 1/8" = 1'-0"

7,235 S.F.

5/8/97/8

MAXIMUM OCCUPANCY: 238 PERSONS



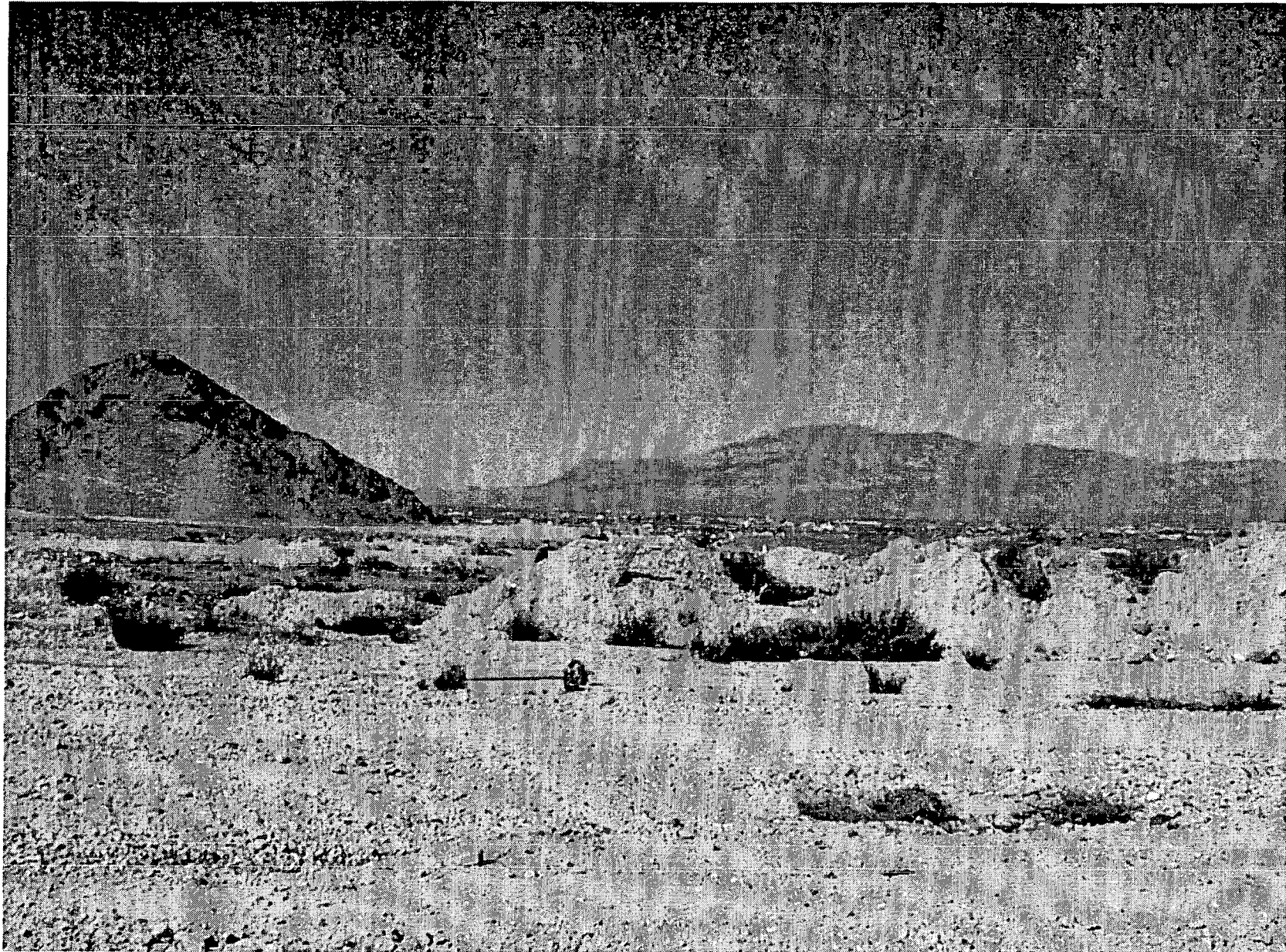
STAFF

**Z-33-97(10)
3-25-99 PC**

**LVMPD
SUBSTATION AND
ACADEMY**

LAS VEGAS,

NEVADA



MEETING OF

MAY 10, 1999

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COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

ITEM

ACTION

**PLANNING & DEVELOPMENT DEPARTMENT
- DISCUSSION**VACATION - PUBLIC HEARING

98

VAC-6-99(1) - CIMARRON SPRINGS LIMITED
LIABILITY COMPANY

Consideration to determine if the north half of Deer Springs Way should be included as part of the approved Vacation of the south half of Deer Springs Way, on property located on Deer Springs Way between Sky Pointe Drive and Cimarron Road, Ward 4 (Brown).

NOTICES MAILED: 3 BY CITY CLERK

APPROVALS: 0

AFTER PC MEETING

_____ Letters

_____ Petitions

TOTAL 0

PROTESTS: 2

AFTER PC MEETING

_____ Letters

_____ Petitions

TOTAL 2

Staff recommends APPROVAL, subject to:

1. Prior to recordation of an Order of Vacation for this site, an alternative access route connecting Deer Springs Way to Sky Pointe Drive (e.g. extension of Cimarron Road southward) shall be provided as dedicated right-of-way or roadway easement, and a minimum of two lanes of paving shall be in place to preserve the existing paved access as required by the Department of Public Works.

BROWN - ABEYANCE to 8/9/99 - UNANIMOUS

MAYOR JONES declared the Public Hearing open.

MEL LACQUEMENT, Zoning Consultant, 208 Campbell, appeared on behalf of property owners north of Deer Springs Way. He requested that this item be held in abeyance for three months to determine the viability of realigning Deer Springs Way during the site plan process.

COUNCILMAN BROWN pointed out that the Vacation of the southern portion of Deer Springs Way was approved at the 4/26/99 Council meeting. There would be private property ownership issues if Deer Springs Way is taken westerly through the Cimarron Road intersection. There may be a question about tying the site design into that Vacation which would need to be addressed. MR. LACQUEMENT concurred.

BRIAN PSIODA, VTN Nevada, 2727 S. Rainbow Boulevard, appeared on behalf of the owners of the southern half of Deer Springs Way. The approval letter vacating the southern half of Deer Springs indicated that it is contingent upon conditions to be imposed at this meeting. There has been some concern as to how to separate the southern Vacation from the northern Vacation since they are both identified as VAC-6-99. Also, his client should not be held responsible for any improvements affecting his property pending the outcome of any negotiations.

DEPUTY CITY ATTORNEY GEORGE explained that the second application for the northern portion is identified as VAC-6-99(1). COUNCILMAN BROWN responded that any improvements would have to be worked out with the southern property owner via a purchase agreement.

CITY COUNCIL

MEETING OF

MAY 10, 1999

City of Las Vegas

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COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

ITEM

ACTION

**PLANNING & DEVELOPMENT DEPARTMENT
- DISCUSSION**VAC-6-99(1) - CIMARRON SPRINGS LIMITED
LIABILITY COMPANY

2. A Drainage Plan and Technical Drainage Study or other related drainage information acceptable to the Flood Control Section must be submitted to and approved by the Department of Public Works prior to the recordation of the Order of Vacation for this application. The drainage study required by Z-36-98 may be used to satisfy this condition. Appropriate drainage easements shall be reserved if recommended by the approved Drainage Plan/Study.

3. All public improvements, if any, adjacent to and in conflict with this vacation application are to be modified, as necessary, at the applicant's expense prior to the recordation of an Order of Vacation as required by the Department of Public Works.

4. Retain a 20 foot wide public sewer easement on the south side of the centerline of Deer Springs Way as required by the Department of Public Works. This condition shall not be enforced if an alternative public sewer access plan to service the existing parcels to the north of this site is presented to and approved by the City Planning Engineer.

5. Reservation of easements for the facilities of the various utility companies together with reasonable ingress thereto and egress therefrom shall be provided if required.

6. All development shall be in conformance with code requirements and design standards of all City departments.

No one appeared in opposition.

There was no further discussion.

MAYOR JONES declared the Public Hearing closed.

(2:52 - 2:57)
3 - 1255

CITY COUNCIL

MEETING OF

MAY 10, 1999

*City of Las Vegas***AGENDA & MINUTES**

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COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

ITEM**ACTION****PLANNING & DEVELOPMENT DEPARTMENT
- DISCUSSION**VAC-6-99(1) - CIMARRON SPRINGS LIMITED
LIABILITY COMPANY

7. The Order of Vacation shall not be recorded until all of the above conditions have been met provided, however, that Condition #4 may be fulfilled for purposes of recordation by providing sufficient security for the performance thereof in accordance with the Subdivision Ordinance of the City of Las Vegas. City Staff is empowered to modify this application, if necessary, because of technical concerns or because of other related review actions as long as current City right-of-way requirements are still complied with and the intent of the vacation application is not changed. If applicable, a five foot wide easement for public streetlight and fire hydrant purposes shall be retained on all Vacation actions abutting public street corridors that will remain dedicated and available for public use. Also, if applicable and where needed, public easement corridors and sight visibility or other easements that would/should cross any right-of-way being vacated must be retained.

8. If the Order of Vacation is not recorded within one (1) year after approval by the City Council or an Extension of Time is not granted by the Planning Commission, then approval will terminate and a new petition must be submitted.

ABEYANCE to 8/9/99

*City of Las Vegas***CITY COUNCIL MINUTES****MEETING OF
MAY 10, 1999****AGENDA DOCUMENTATION**

TO: THE CITY COUNCIL	FROM: WILLARD TIM CHOW, DIRECTOR PLANNING AND DEVELOPMENT DEPARTMENT

SUBJECT: VACATION - PUBLIC HEARING - VAC-6-99(1) - CIMARRON SPRINGS, LIMITED LIABILITY COMPANY**PURPOSE/BACKGROUND**

THIS ITEM HAS BEEN PLACED ON THE MAY 10, 1999 CITY COUNCIL MEETING TO DETERMINE IF THE NORTH HALF OF DEER SPRINGS WAY SHOULD BE INCLUDED AS PART OF THE APPROVED VACATION OF THE SOUTH HALF OF DEER SPRINGS WAY FROM THE APRIL 26, 1999 MEETING.

APPLICATION REQUEST:

The original request was for a Vacation of right-of-way of Deer Springs Way between Sky Pointe Drive (Frontage Road) and Cimarron Road. The applicant's justification letter stated the request is necessary to allow development of the parcel to the west. As part of the review of the application, the Department of Public Works requested that the application be expanded to include the north half of Deer Springs Way, between Cimarron Road and Sky Pointe Drive.

BACKGROUND DATA:

12/07/98 The City Council approved TC (Town Center) zoning on the parcel to the west (Z-76-98).

02/22/99 The City Council approved a Site Development Plan Review for a commercial development on the parcel to the south [Z-76-98(3)].

FINDINGS:

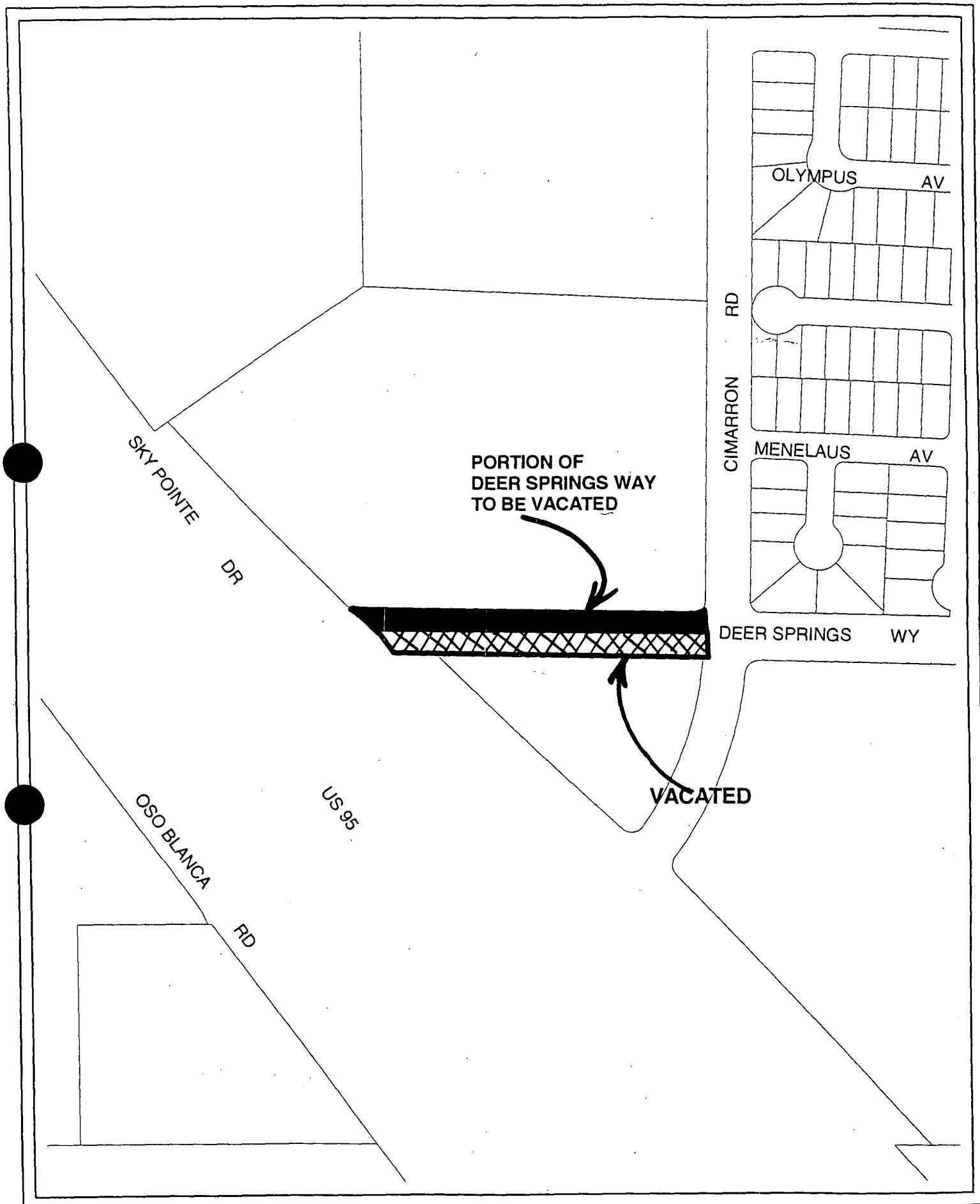
The request is for the north 40 feet of Deer Springs Way. The request will not eliminate public street access to any abutting parcel nor will it conflict with any existing City requirements. In addition, the request will satisfy Condition of Approval Number 2 of Z-76-98(3). Staff does not object to approval of this request.

Staff recommends APPROVAL.

SEE ATTACHED LOCATION MAP

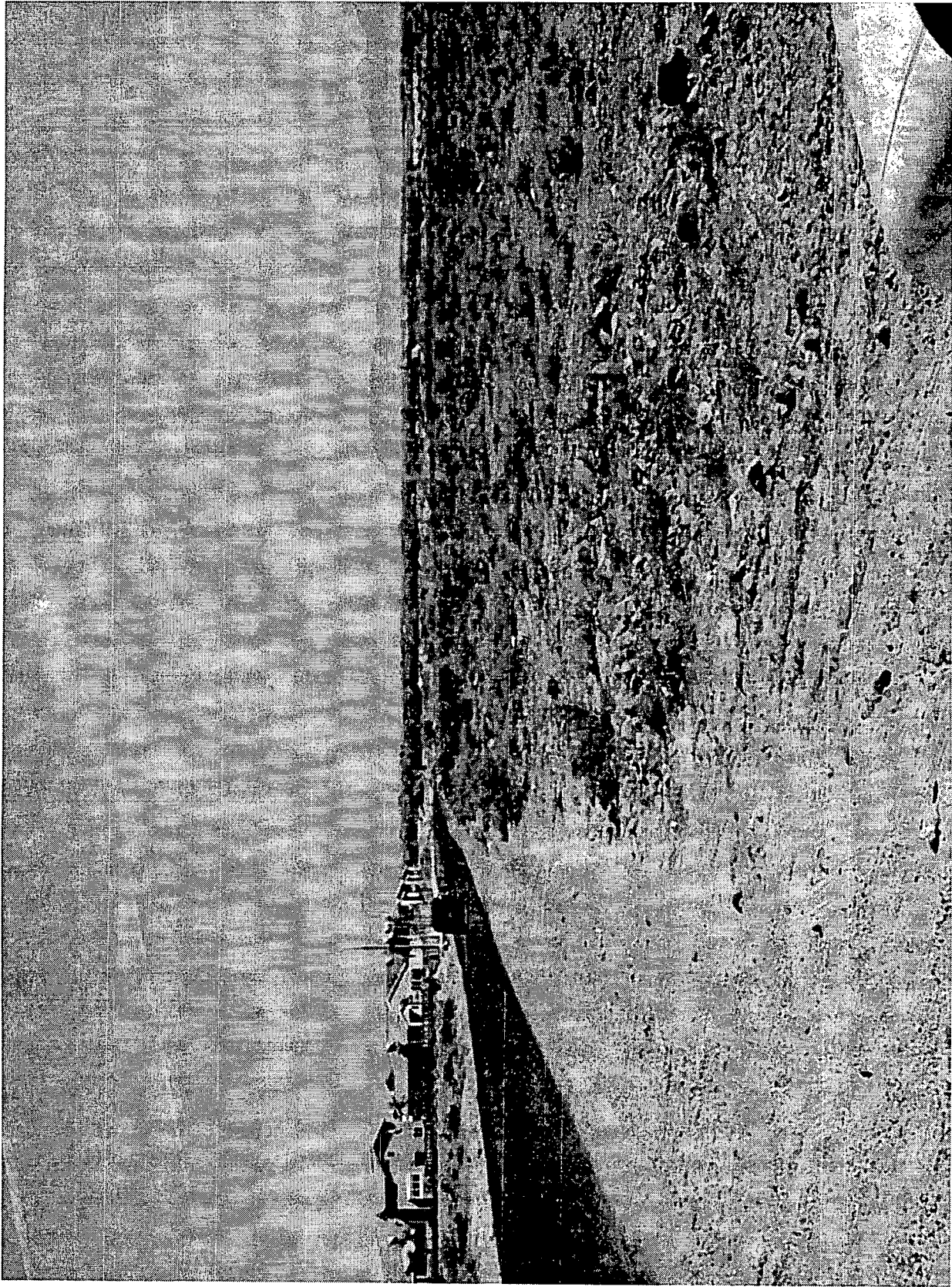
Agenda Item

98



CASE: VAC-6-99(1)





CITY COUNCIL

MEETING OF

MAY 10, 1999

City of Las Vegas

AGENDA & MINUTES

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COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

ITEM

ACTION

**PLANNING & DEVELOPMENT DEPARTMENT
- DISCUSSION**VACATION - PUBLIC HEARINGVAC-7-99 - BANK OF NEVADA

Petition to vacate excess public rights-of-way and a twenty foot (20') wide public sewer easement generally located west of Tonopah Drive between Charleston Boulevard and Rancho Lane, Ward 1 (McDonald).

NOTICES MAILED: 3 BY CITY CLERK

APPROVALS: 0

AFTER PC MEETING

_____ Letters

_____ Petitions

TOTAL 0

PROTESTS: 0

AFTER PC MEETING

_____ Letters

_____ Petitions

TOTAL 0

The Planning Commission (4-0 vote) and staff recommend APPROVAL, subject to:

1. The existing public sewer line shall be relocated and the new public sewer easement documentation shall be submitted to the City of Las Vegas Right-of-Way Section prior to the recordation of the Order of Vacation as required by the Department of Public Works.

2. Construct new pavement, curb, gutter, and sidewalk adjacent to this site generally conforming to the site plan submitted with the traffic impact study titled "Charleston and Tonopah Site Plan" dated January 8, 1999 by Summit Engineering Corporation, concurrent with

McDONALD - APPROVED subject to conditions - UNANIMOUS

MAYOR JONES declared the Public Hearing open.

GARY BUSBY, Summit Engineering Corporation, 3684 South Highland Drive, appeared on behalf of the Bank of Nevada.

No one appeared in opposition.

There was no further discussion.

MAYOR JONES declared the Public Hearing closed.

(2:57)

3 - 1420

99

CITY COUNCIL

MEETING OF

MAY 10, 1999

City of Las Vegas

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COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

ITEM

ACTION

**PLANNING & DEVELOPMENT DEPARTMENT
- DISCUSSION****APPROVED**VAC-7-99 - BANK OF NEVADA

on-site development activities. Coordinate the construction of all off-site improvements with the Pavement Management Section of the City of Las Vegas as required by the Department of Public Works.

3. All existing public improvements adjacent to and in conflict with this Vacation application are to be modified, as necessary, at the applicant's expense prior to the recordation of an Order of Vacation as required by the Department of Public Works.

4. Reservation of easements for the facilities of the various utility companies together with reasonable ingress thereto and egress therefrom shall be provided if required.

5. All development shall be in conformance with code requirements and design standards of all City departments.

6. The Order of Vacation shall not be recorded until all of the above conditions have been met provided, however, that Condition Nos. 2 and 3 may be fulfilled for purposes of recordation by providing sufficient security for the performance thereof in accordance with the Subdivision Ordinance of the City of Las Vegas. City Staff is empowered to modify this application, if necessary, because of technical concerns or because of other related review actions as long as current City right-of-way requirements are still complied with and the intent of the Vacation application is not changed. If applicable, a five foot wide easement for public streetlight and fire hydrant purposes shall be retained on all vacation actions abutting public street corridors that will remain dedicated and available for public use. Also, if applicable and where needed, public easement corridors and

CITY COUNCIL

MEETING OF

MAY 10, 1999

*City of Las Vegas***AGENDA & MINUTES**

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COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

ITEM**ACTION****PLANNING & DEVELOPMENT DEPARTMENT
- DISCUSSION****APPROVED**VAC-7-99 - BANK OF NEVADA

sight visibility or other easements that would/should cross any right-of-way being vacated must be retained.

7. If the Order of Vacation is not recorded within one (1) year after approval by the City Council or an Extension of Time is not granted by the Planning Commission, then approval will terminate and a new petition must be submitted.

*City of Las Vegas***CITY COUNCIL MINUTES
MEETING OF
MAY 10, 1999****AGENDA DOCUMENTATION**

TO: THE CITY COUNCIL	FROM: WILLARD TIM CHOW, DIRECTOR PLANNING AND DEVELOPMENT DEPARTMENT

SUBJECT: VACATION - PUBLIC HEARING - VAC-7-99 - BANK OF NEVADA**PURPOSE/BACKGROUND****APPLICATION REQUEST:**

This is a request to vacate public rights-of-way and a sewer easement on property generally located west of Tonopah Drive between Charleston Boulevard and Rancho Lane. The applicant has indicated the portion of right-of-way vacated on Tonopah Drive and Rancho Lane will bring the street widths to current standard widths, and the alignment of the existing sewer easement does not fall within the easement that was granted for the proposed building.

BACKGROUND DATA:

- 12/21/98 The City Council approved a Site Development Plan Review on this property for a 14,216 square foot Drug Store [Z-20-97(15)]. Conditions Number 3 and 7 of that approval required the vacation of excess rights-of-way and sewer easements prior to development
- 12/21/98 The City Council approved a request for a Special Use Permit for the sale of packaged liquor in conjunction with a proposed drug store on this property (U-124-98).

FINDINGS:

Staff does not have an objection to this request as the applicant is attempting to meet conditions #3 and #7 of Z-20-97(15) as required by the Public Works Department.

The Planning Commission (4-0 vote) and staff recommend APPROVAL.

PC NOTICES MAILED: 1

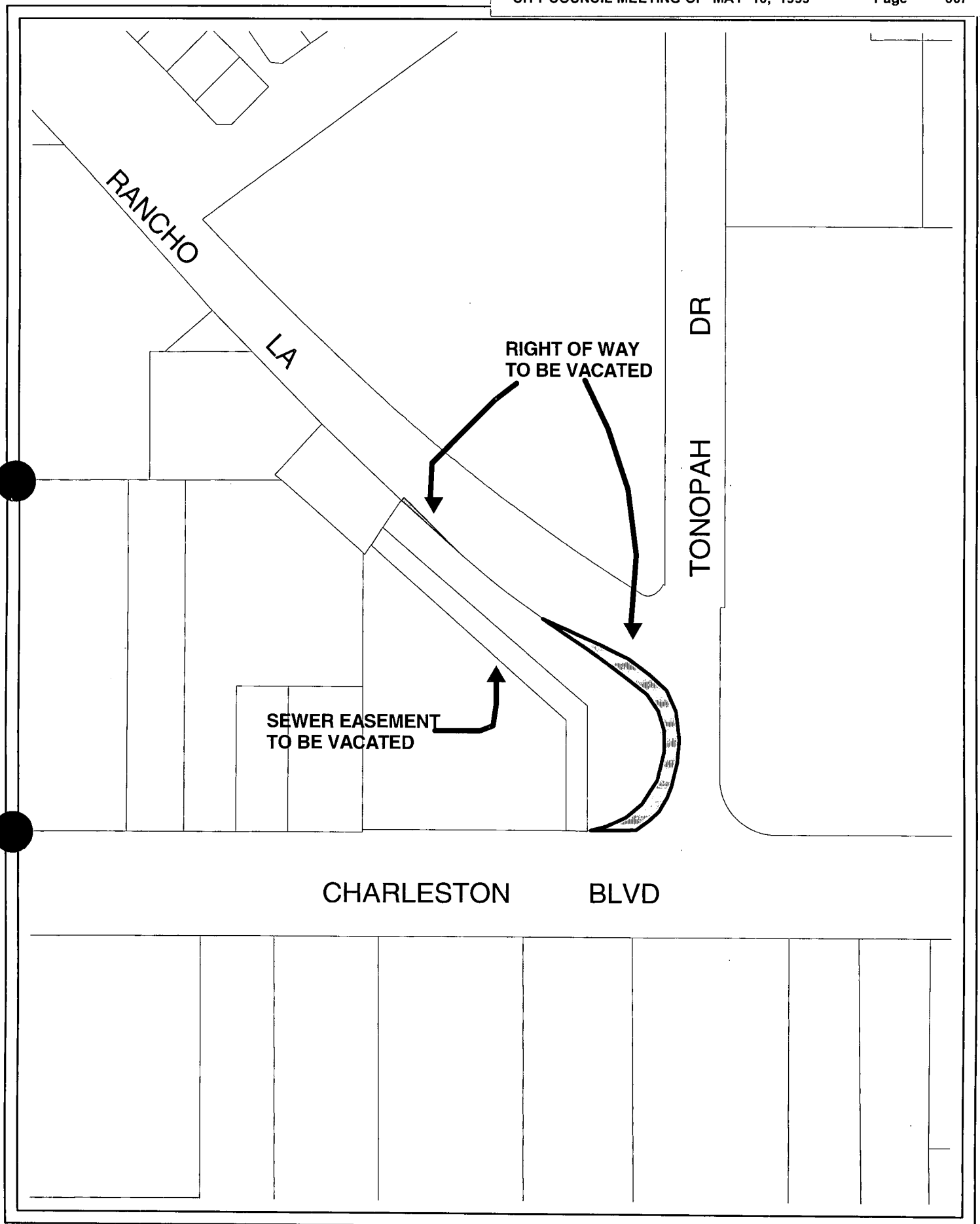
APPROVALS: 0

PROTESTS: 0

SEE ATTACHED LOCATION MAP

Agenda Item

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CASE: VAC-7-99





VAC-7-99



VAC-7-99